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WASATCH COUNTY CORPORATION
For: AJ FIRESIDE PARK CITY LLC

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25 North Main
Heber City, UT 84032

BENLOCH RANCH DEVELOPMENT AGREEMENT

Parties:

AJ FIRESIDE PARK CITY LLC,
a Delaware limited liability company

WASATCH COUNTY,
a political subdivision of the State of Utah

APNs: 00-0021-0644, OWC-0458-5-003-035; 00-0021-0645, OWC-0458-6-003-035; 00-0014-6295, OWC-0176-2-034-025; 00-0020-2698, OWC-0455-2-001-035; 00-0020-7784, OWC-0455-3-001-035; 00-0007-6864, OWC-0455-0-001-035; 00-0020-6261, OTF-1001-0-002-035; 00-0020-6262, OTF-1002-0-002-035; 00-0020-6263, OTF-1003-0-002-035; 00-0020-6264, OTF-1004-0-002-035; 00-0020-6265, OTF-1005-0-002-035; 00-0020-6266, OTF-1006-0-011-035; 00-0020-6267, OTF-1007-0-011-035; 00-0020-6268, OTF-1008-0-011-035; 00-0020-6269, OTF-1009-0-011-035; 00-0020-6270, OTF-1010-0-011-035; 00-0020-6271, OTF-1011-0-011-035; 00-0020-6272, OTF-1012-0-002-035; 00-0020-6273, OTF-1013-0-002-035; 00-0020-6274, OTF-1014-0-002-035; 00-0020-6275, OTF-1015-0-002-035; 00-0020-6276, OTF-1016-0-002-035; 00-0020-6277, OTF-1017-0-002-035; 00-0020-6278, OTF-1018-0-002-035; 00-0020-6279, OTF-1019-0-002-035; 00-0020-6280, OTF-1020-0-011-035; 00-0020-6281, OTF-1021-0-011-035; 00-0020-6282, OTF-1022-0-011-035; 00-0020-6283, OTF-1023-0-011-035; 00-0020-6284, OTF-1024-0-011-035; 00-0020-6285, OTF-1025-0-011-035; 00-0020-6286, OTF-1026-0-002-035; 00-0020-6287, OTF-1027-0-002-035; 00-0020-6288, OTF-1028-0-002-035; 00-0020-6289, OTF-1029-0-002-035; 00-0020-6290, OTF-1030-0-002-035; 00-0020-6291, OTF-1031-0-002-035; 00-0020-6292, OTF-1032-0-002-035; 00-0020-6293, OTF-1033-0-002-035; 00-0020-6294, OTF-1034-0-002-035; 00-0020-6295, OTF-1035-0-002-035; 00-0020-6296, OTF-1036-0-002-035; 00-0020-6297, OTF-1037-0-002-035; 00-0020-6298, OTF-1038-0-002-035; 00-0020-6299, OTF-1039-0-011-035; 00-0020-6300, OTF-1040-0-011-035; 00-0020-6301, OTF-1041-0-011-035; 00-0020-6302, OTF-1042-0-011-035; 00-0020-6303, OTF-1043-0-011-035; 00-0020-6304, OTF-1044-0-011-035; 00-0020-6305, OTF-1045-0-002-035; 00-0020-6306, OTF-1046-0-002-035; 00-0020-6307, OTF-1047-0-002-035; 00-0020-6308, OTF-1048-0-011-035; 00-0020-6309, OTF-1049-0-011-035; 00-0020-6310, OTF-1050-0-011-035; 00-0020-6311, OTF-1051-0-011-035; 00-0020-6312, OTF-1052-0-011-035; 00-0020-6313, OTF-1053-0-011-035; 00-0020-6314, OTF-1054-0-002-035; 00-0020-6315, OTF-1055-0-002-035; 00-0020-6316, OTF-1056-0-002-035; 00-0020-6317, OTF-1057-0-011-035; 00-0020-6318, OTF-1058-0-011-035; 00-0020-6319, OTF-1059-0-011-035; 00-0020-6320, OTF-1060-0-011-035; 00-0020-6321, OTF-1061-0-011-035; 00-0020-6322, OTF-1062-0-011-035; 00-0020-6323, OTF-1063-0-011-035; 00-0020-6324, OTF-1064-0-002-035; 00-0020-6325, OTF-1065-0-002-035; 00-0020-6326, OTF-1066-0-002-035; 00-0020-6327, OTF-1067-0-011-035; 00-0020-6328, OTF-1068-0-011-035; 00-0020-6329, OTF-1069-0-011-035; 00-0020-6330, OTF-1070-0-011-035; 00-0020-6331, OTF-1071-0-011-035; 00-0020-6332, OTF-1OPN-A-0-002-035; 00-0020-6333, OTF-1OPN-B-0-002-035; 00-0020-6334, OTF-1RDS-B-0-002-035; 00-0007-6872, OWC-0456-0-002-035; 00-0007-6880, OWC-0456-1-002-035; 00-0007-6898, OWC-0457-0-003-035; 00-0015-5338, OWC-0457-3-003-035; 00-0020-6339, OWC-0456-5-002-035; 00-0020-6340, OWC-0457-4-003-035; 00-0020-6341, OWC-0457-5-003-035; 00-0020-6342, OWC-0457-6-003-035; 00-0020-6343, OWC-0457-7-003-035; 00-0020-9371, OWC-0181-2-035-025; 00-0020-9372, OWC-0456-7-002-035; 00-0013-9027, OWC-0181-1-035-025; 00-0020-4218, OWC-0456-2-002-035; 00-0020-4219, OWC-0456-3-002-035; 00-0020-9040, OWC-0456-6-002-035; 00-0007-7193, OWC-0488-0-010-035; 00-0020-6259, OWC-0491-2-011-035; 00-0020-6260, OWC-0491-3-011-035; 00-0015-9231, OWC-0179-2-034-025; 00-0016-2649, OWC-0491-1-011-035; 00-0016-4108, OWC-0180-1-035-025; 00-0020-6338, OWC-0456-4-002-035; 00-0020-9370, OWC-0457-8-003-035; 00-0020-9571, OWC-0180-3-035-025; 00-0020-9572, OWC-0180-4-035-025; 00-0021-2766

BENLOCH RANCH DEVELOPMENT AGREEMENT

This BENLOCH RANCH DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of this 4th day of June, 2020, by and between AJ Fireside Park City LLC, a Delaware limited liability company (hereinafter “**Developer**”), and Wasatch County (hereinafter the “**County**”), a political subdivision of the State of Utah. Developer and the County may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**”. Unless otherwise noted herein, this Agreement supersedes and replaces any previous agreements entered into or representations made by and between the Developer and the County involving the Property (defined below).

RECITALS

A. The County, acting pursuant to its authority under Utah Code Ann. Section 17-27a-101, et seq., Section 17-53-223, and Section 17-53-302(13), as amended, and the Wasatch County Development Code, as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations, in the exercise of its discretion, has elected to approve and enter into this Agreement. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to the terms of, Utah Code Ann. Section 17-27a-102(1)(b) and that this Agreement has been determined to provide for and promote the health, safety, welfare, convenience, aesthetics, and general good of the community as a whole.

B. Developer holds legal title to the real property, consisting of approximately 2,336.314 acres located in the unincorporated portion of the County, as described in **Exhibit A** attached hereto (the “**Property**”).

C. The Developer has been designated as the “Developer” under that certain Entitlement Agreement for Aspens, Christensen and Cummings Developments, with an effective date of August 17, 2016 (the “**Entitlement Agreement**”), by and among the County, Jordanelle Special Service District, a body corporate and politic, and Jordanelle Special Service District Special Improvement District No. 2005-2, a Utah improvement district, and certain other parties thereto, recorded in the Official Records of the Wasatch County Recorder on October 12, 2016 as Entry No. 429994, which designation of the Developer as the “Developer” under the Entitlement Agreement is recorded in the Official Records of the Wasatch County Recorder on January 19, 2018 as Entry No. 447488. The “Settlement Area” under the Entitlement Agreement is the Property, as defined in this Agreement.

D. The Development Code and Entitlement Agreement confirm, and the Developer agrees, that the Property can be developed with up to 2,046 ERUs, subject to compliance with the requirements of the Entitlement Agreement.

E. As described in the Entitlement Agreement, the County has previously approved masterplans for the Property (collectively, the “**Previously Approved Master Plans**”), which are attached as **Exhibit C-1** to this Agreement and were attached as Exhibit B-1 through B-4 to the Entitlement Agreement. At a May 1, 2019 public meeting, the Developer presented a master plan and architectural imagery which was a conglomeration of the Previously Approved Master Plans. At the June 19, 2019 public meeting, the County Council determined that the master plan and architectural imagery (Exhibit K) for the Property was in substantial compliance with the

Previously Approved Master Plans, as contemplated in Section 3.3(c) of the Entitlement Agreement (that plan is attached as **Exhibit C-2** to this Agreement and is referred to as the “**Project Master Plan**”).

F. On June 19, 2019, following review and recommendation by the County’s Development Review Committee and the County’s Planning Commission, the Wasatch County Council reviewed and approved the Application for Subdivision—Preliminary (JBOZ) (the “**Preliminary Application**”), subject to conditions, including the Parties entering into this Agreement. The Preliminary Application includes a preliminary plan for the Project (that plan, as presented to the County Council, is attached as **Exhibit B** to this Agreement is referred to, as supplemented with required clarifications to meet the conditions of approval from the June 19, 2019 County Council meeting, as the “**Preliminary Plan**”). The Preliminary Application, including, without limitation, the Preliminary Plan, was approved, with conditions, by the Council pursuant to duly noticed public hearings.

G. The County desires to enter into this Agreement to memorialize conditions and agreements which were established as part of the Preliminary Application approval process and to help clarify the process to continue the development process for the Project. This Agreement is not intended to modify or exempt any legal requirement or code provision contained in any state or local law or the rights of the Developer under the Entitlement Agreement and agreements referenced in the Entitlement Agreement, but rather sets forth additional details for the parties as part of the continued development process including, but not limited to (1) ensure installation of necessary on-site and off-site public improvements; (2) provide for the preservation of substantial permanent open space; (3) make provision for trail facilities; (4) provide for the timely payment of all fees and charges, including impact fees in the amounts set forth herein; (5) ensure that public services appropriate to the development of the Property are provided; (6) provide affordable housing; (7) provide for the maintenance of facilities, trails and Open Space within the development during construction and after completion; (8) identify responsibilities of the “Master Developer” and subsequent developers; (9) designate all improvements committed to by the Developer; and (10) provide a record of the Preliminary Application approval and its conditions.

H. The County has undertaken review and planning actions relating to the development of the Property and the Project. These actions are set forth in the official minutes and record of the Planning Commission and the County Council. A condition of final approval of the Preliminary Application for the Project is that Developer enter into and abide by the terms of this Agreement. The terms of this Agreement apply to the Project, and to any and all Phases or Subdivisions therein. These various review and planning actions, including, but not limited to, the Entitlement Agreement, the agreements, rights and obligations stated or referred to in the Entitlement Agreement, the Previously Approved Master Plans, the Project Master Plan, culminating in the approval of the Preliminary Plan is referred to herein as the “**Current Approvals**”.

I. Each Party acknowledges that it is entering into this Agreement voluntarily.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. EFFECTIVE DATE AND TERM SECTION

1.1. Effective Date. This Agreement shall become effective on the date it is executed by Developer and the County (the “**Effective Date**”). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.

1.2. Term. The term of this Agreement shall commence upon the Effective Date and continue for a period of twenty-five (25) years (the “**Term**”) and may be extended by subsequent mutual agreement of the Parties. It shall be a requirement for the Term to continue that the Developer moves forward with reasonable diligence by proceeding in conformity with Wasatch Code 16.01.16 (2019). Upon expiration or termination of this Agreement, for any reason, the obligations of the Parties to each other hereunder shall terminate, but none of the recorded plats, licenses, building permits, or certificates of occupancy granted prior to expiration or termination of this Agreement shall be rescinded or limited in any way due to the expiration or termination of this Agreement. No easements, maintenance requirements, infrastructure improvement obligations, or other agreements intended to run with the land, including obligations that were based upon approvals, shall expire upon termination or expiration of this Agreement.

Section 2. DEFINITIONS

Any term or phrase used in the Agreement that has its first letter capitalized shall have that meaning given in this section:

“**Applicable Law**” shall have that meaning set forth in **Section 4.2(a)** of this Agreement.

“**Benloch Ranch**” means the Property; it consists of approximately 2,336.314 acres and is depicted as “Benloch Ranch” on the Preliminary Plan.

“**Changes in the Law**” shall have that meaning set forth in **Section 4.2(b)** of this Agreement.

“**Common Area**” is an area of common ownership of the residents designed to serve the recreational, Open Space or other similar needs of owners within the development and is not a commercial use. Common Areas may include, but are not limited to: outdoor space, landscaping, fences, clubhouses, tennis courts, golf courses, swimming pools and other jointly used and owned space approved as part of the proposal.

“**Conditions to Current Approvals**” shall have the meaning set forth in **Section 3.1(b)** of this Agreement.

“**Condominium**” means the ownership of a single unit in a multi-unit project or structure together with an undivided interest in the Common Areas and facilities of the Property.

“**Condominium Project**” means a real estate condominium project; a plan or project whereby two or more residential units, buildings or structures are separately offered or proposed to be offered for sale. A Condominium Project may include (i) detached, side-by-side Condominium units and/or (ii) attached, side-by-side Condominium units. A Condominium Project shall not include stacked-flat Condominium units, and stacked-flat Condominium units shall not be allowed in the Project.

“**County**” means Wasatch County and shall include, unless otherwise provided, any and all of the County’s agencies, departments, officials, employees or agents.

“**County Council**” means the Wasatch County Council.

“**County General Plan**” or “**General Plan**” shall mean the General Plan of Wasatch County.

“**County Planning Commission**” or the “**Planning Commission**” shall mean the Wasatch County Planning Commission.

“**Current Approvals**” shall have the meaning set forth in the Recitals of this Agreement.

“**Default**” has the meaning given to it in **Section 6.1(a)**.

“**Density**” shall mean the maximum number of Density Units which can be placed on the Property. Developer is entitled to use all Density subject to compliance with Applicable Law, including, but not limited to, the Entitlement Agreement, as well as the Development Code in effect on August 30, 2016, which is the “Effective Date” of the Entitlement Agreement. Unused Density may not be transferred or sold off of the Property.

“**Density Unit**” means a unit of measure used to equate all land uses including non-residential or multi-family residential units to a specific number of single-family residences in accordance with Section 16.37.11 of the Development Code (defined therein as “ERU”). By stipulation of the Parties, and due to the ambiguities in the layouts provided in the Preliminary Application, the Parties have stipulated that for purposes of this Agreement and for the Project: (i) all residential product types in the Project (single family homes, attached condos/townhomes, attached/detached apartments, and detached condos/townhomes) shall be calculated as one (1) ERU per Dwelling Unit, with the exception of Fireside Resort units, which shall be considered as part of the “Hotel suite or 1 bedroom apartment” configuration and calculated as 0.33 ERUs per Fireside Resort unit; and (ii) commercial development shall be considered as part of the “Commercial” configuration and calculated as 0.86 ERUs for each 2,000 square feet of gross floor area, or for each separate part that is less than 2,000 square feet, all as limited in Section 4.1(d)(1) of this Agreement. If at a later date Developer desires a product type smaller than one (1) ERU per Dwelling Unit as provided in Section 16.37.11 of the Development Code, then Developer may pursue such product type, but only if the Developer obtains approval for an amended Preliminary Plan in accordance with this Agreement and Applicable Law.

“**Developer**” means those entities or persons identified as Developer in the preamble, and shall include Developer’s successors in interest, transferees and assigns, including, where applicable, assignments to successors in interest or assignees of Developer’s rights and obligations under this Agreement as provided in this Agreement. If more than one person is listed as a developer in the preamble, each and every developer listed is jointly and severally liable for all obligations of Developer. The obligations of the Developer shall automatically be assigned to subsequent purchasers of the Project or any portion thereof, and subsequent purchasers of the Project or any portion thereof shall expressly assume the obligations of Developer pursuant to this Agreement.

“**Development**” means the planning, design and construction of buildings, amenities, infrastructure and other improvements pursuant to and consistent with Development Entitlements on the Property.

“**Development Code**” means the Wasatch County Land Use and Development Code (Title 16 of the Wasatch County Code and the Appendices thereto).

“Development Entitlements” means the County-approved Previously Approved Master Plans, the Project Master Plan, the Entitlement Agreement, the agreements, rights and obligations stated or referred to in the Entitlement Agreement, including the Settlement Agreement and the Reimbursement Agreement, and other consents, commitments, or agreements necessary to the development of the Property actually granted by the County, all culminating in the approval of the Preliminary Application and entering into this Agreement.

“Director” means the Director of the Wasatch County Planning Department, or his or her designee.

“Dwelling Unit” means a single unit providing complete, independent living facilities for one or more persons, including provisions for living, sleeping, eating, cooking and sanitation.

“Entitlement Agreement” shall have the meaning set forth in **Recital C** of this Agreement.

“Entitlements” shall have the meaning set forth in **Section 4.1(a)** of this Agreement.

“Effective Date” shall have that meaning set forth in **Section 1.1** of this Agreement.

“Fireside Resort” means the product type identified in the Preliminary Plan and in this Agreement, consisting of hotel-type features (i.e., check-in desk) and separate units for nightly rentals with stays not to exceed 30 days in a 90-day period; units within Fireside Resort will not exceed 700 square feet. The Fireside Resort also includes the minimum amenities depicted on **Exhibit L** and presented to make this a viable destination resort including a clubhouse, pool, trails, and a front desk for check-in, and other amenities, all within Fireside Resort as shown on the approved Preliminary Plan, and as now detailed, updated and described on **Exhibit L**.

“Home Owners Association” means the Benloch Ranch Home Owners Association, a non-profit corporation, formed in accordance with the state and federal law and authorized to impose fees sufficient to perform the maintenance obligations of Developer assumed by it.

“Impact Fee Ordinance” shall have the meaning set forth in **Section 3.1(b)(4)** of this Agreement.

“Infrastructure Phasing Plan” shall have the meaning set forth in **Section 3.1(b)(7)** of this Agreement.

“JBOZ” as defined in Wasatch County Code Chapter 16.15.

“Master Developer” shall be the Developer that received the Preliminary Application approval and committed to the installation and completion of the Master Infrastructure Improvements.

“Master Infrastructure Improvements” is defined in **Section 3.1(b)(7)**.

“Master Trail Plan” is the trail plan attached as **Exhibit D**.

“Moderate Income Housing Agreement” is defined in **Section 3.1(b)(5)**.

“**Moderate Income Housing Ordinance**” is the version of Chapter 16.30 of the County Code, including moderate income housing requirements and in lieu fees, that was in effect on August 30, 2016, the “Effective Date” of the Entitlement Agreement.

“**Open Space**” is land which is not covered by commercial, residential buildings, parking lots, driveways or roads and which is dedicated to be used perpetually by the owners within a Home Owners Association or the public as described in Section 3.1(b)(1)(iii). **Exhibit B** shows at a conceptual level areas for anticipated Open Space.

“**Phase**” is the development of a portion of the Project, including any application for a Subdivision plat in the Project.

“**Phase Project Improvements**” are defined in **Section 3.1(b)(8)**.

“**Preliminary Application**” is defined in Recital F of this Agreement.

“**Preliminary Plan**” shall have the meaning set forth in **Recital G** of this Agreement, and a copy of which is attached as **Exhibit B**.

“**Previously Approved Master Plans**” shall have the meaning set forth in **Recital E** of this Agreement and are attached as **Exhibit C-1** to this Agreement.

“**Project**” shall mean the Property and the development on the Property which is the subject of this Agreement and the Entitlement Agreement, including all Phases or plats regularly approved by the County and any ancillary and additional improvements or endeavors incident to the development of the Project.

“**Project Improvements**” shall mean all infrastructure improvements intended for public or private use and located within the boundaries of the Project, including but not limited to any proposed sewer lines, water lines, roads, electricity, gas, telephone, detention basins, curb and gutter, trails, recreational facilities, and Open Space.

“**Project Master Plan**” shall have the meaning set forth in **Recital E** of this Agreement and is attached as **Exhibit C-2** to this Agreement.

“**Property**” shall mean the parcel or parcels of land which are the subject of this Agreement and which are more particularly described in **Exhibit A**. The Property is generally depicted as “Benloch Ranch” on the Preliminary Plan.

“**Reimbursement Agreement**” shall have the same meaning as set forth in the Entitlement Agreement, which definition is incorporated herein by this reference.

“**Single Family Lot**” shall mean a lot for a single family detached home. It may not be an attached Condominium or Townhome.

“**Spine Road**” refers to Talisman Parkway shown on the Talisman Phase I – Major Roadways final plat, which recorded as Entry # 320093 on May 14, 2007, in the records of the Wasatch County Recorder. The Entitlement Agreement defines the Spine Road as the “Road.” The Spine Road is generally depicted in **Exhibit I**.

“**Subdivisions**” shall mean each Phase final plat, recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. §17-27a-603 and the development of such portion of the Property as is included in such subdivisions, including all Phases regularly approved by the County and ancillary and additional improvements or endeavors incident to the development of the applicable Subdivisions.

“**Term**” shall have the meaning set forth in **Section 1.2** of this Agreement.

“**Townhome**” As used in this Agreement, a Townhome is defined as an attached, or detached, privately-owned, single-family Dwelling Unit which is a part of, and adjacent to, other similarly owned single-family Dwelling Units that are connected or stand alone. A Townhome is a form of Planned Unit Development. No Townhome shall be less than one (1) Density Unit. A Townhome shall not include stacked-flat Townhome units, and stacked-flat Townhome units shall not be allowed in the Project.

Section 3. OBLIGATIONS OF DEVELOPER AND THE COUNTY

3.1 Obligations of Developer.

(a) Generally. The Parties acknowledge and agree that the County’s agreement to perform and abide by the covenants and obligations of the County set forth herein is material consideration for Developer’s agreement to perform and abide by the covenants and obligations of Developer set forth herein.

(b) Conditions to Current Approvals; Status of Master Plans. Developer shall comply with all of the following Conditions to Current Approvals:

(1) Compliance With Conditions Imposed By County: Subject to the rights set forth in the Entitlement Agreement, Developer agrees to comply with any and all conditions imposed by the Planning Commission, the County Council, and the Development Review Committee during the permitting and approval process, including, but not limited to those attached as **Exhibit E (“Conditions of Approval”)**. Developer understands and agrees that the representations made by Developer as part of the Preliminary Application approval are part of the basis for such approval and as such are integral components of the Development. Developer agrees that such integral components listed below are material to Preliminary Application approval and deviation from such components may cause the Preliminary Application approval to be voidable and would be a violation of this Agreement. Developer acknowledges that adopted staff reports, written and audio transcripts, reports of action, Power Point Presentations, and official written minutes are also integral to the approvals that were granted by the Development Review Committee, the Planning Commission, and the County Council. The Parties have reduced into this Agreement the essential terms resulting from all of these meetings. In interpreting provisions in this Agreement, the information referenced in this section may be used to determine the meaning of the terms set forth herein. In addition to the foregoing, the Parties agree that the following provisions shall apply to the development, interpretation and application of the approvals set forth in this Agreement:

(i) Through both market research and discussion with County officials, Developer has determined that the development of the Property should be oriented towards second home purchasers. The Preliminary Plan incorporates extensive Open Space and many of the recreational aspects of the Previously Approved Master Plans. The Preliminary Plan also includes clustered buildings that may be comprised of various single-family homes, Condominiums, Townhomes, commercial units, resort units, related commercial amenities of various sizes, and other product types that meet Applicable Law. The different unit types are allowed, subject to conformity with this Agreement, and so long as development occurs in conformity with the concept described in **Exhibit B**, as further supplemented and depicted in the updated plan attached as **Exhibit M**. The Parties acknowledge that **Exhibit M** is substantially similar to **Exhibit B**; however, the concept outlined in **Exhibit M** is a high level layout that must be shown to comply with Applicable Law, and the level of detail required thereunder, at the final application.

(ii) The allocation and types of residential, commercial, and resort development on the Project are subject to the maximum Density Units allocated to the Project, as provided in **Section 4.1** and as further described and vested in this Agreement, including, without limitation, the Site Tabulation contained in **Exhibit B** attached hereto. The Entitlement Agreement has more ERUs allocated to the Property than are identified in the Preliminary Plan. In order to utilize such excess ERUs allocated and assigned to the Property pursuant to the Entitlement Agreement, the Developer must obtain approval of an amended or modified Project Master Plan and/or Preliminary Plan.

(iii) Open Space is a key component of the Project and Open Space shall be dedicated to one of the following entities in advance of or in connection with recording subdivision plats, or otherwise restricted as described on the subdivision plats set forth below:

(a) to the owners of the properties in the Development in common, undivided interests, with maintenance and administration provided by the Home Owners Association, in compliance with Utah Code 17-27a-606 and the Utah Community Association Act, with an open space easement to Wasatch County allowing no development or structures on the such Open Space except as approved by the legislative body; or

(b) a qualifying conservation easement to a qualified land protection organization under the regulations set forth in 170(h) of the Internal Revenue Code and under Chapter 57-18 of Utah Code;

(c) for areas outside of a building pad designated on a subdivision plat but within a lot owned by a lot owner, a restriction on the plat confirming that the privately owned areas within the lot and outside of the building envelope shall be left open and managed in accordance with generally applicable open space guidelines administered and enforced by the Home Owners Association, provided no more than 6% of the Project Open Space is provided for in this manner (this atypical means of preserving this portion of the Open Space will be allowed because the Developer has exceeded the Open Space requirements in the Development Code); or

(d) for the Fireside Resort, to the owner of the Fireside Resort and its amenities, and an open space easement to Wasatch County allowing no development or structures on the such Open Space except as approved by the legislative body.

Open Space shall be dedicated in phases and the parties acknowledge that areas adjoining lots in a to-be-subdivided plat should be dedicated in connection with the recordation of a plat as described above. If the parties agree to dedicate areas outside of a plat, provisions in the dedication shall allow for the adjustment or modification of the Open Space boundaries as the Project will require development over many years and over varying terrain. In connection with phasing the platting of the development, provision shall be made to achieve fifty-six percent (56%) Open Space as described in the Preliminary Plan. Additional property or properties contiguous to the Property may be added as Open Space for the Project, provided any necessary amendments to approvals are obtained.

(iv) The Project includes a commercial center, with the uses depicted on the Preliminary Plan (e.g., grocery, convenience store, conference center, and restaurant), and located adjacent to, but not in, the Fireside Resort, the final configuration of which shall be applied for pursuant to a separate application which substantially complies with the Preliminary Plan.

(2) Phasing: Unless otherwise stated herein, Developer may in his or her discretion, in conformity with the Development Code and, to the extent more specifically provided therein, in conformity with **Section 1.2** of this Agreement, develop the Project in Phases. In developing each Phase, Developer shall, with the approval of the County, ensure the logical extension of the Project Improvements through each Phase and throughout the Project, all in conformance with the requirements of this Agreement, Applicable Law, and the requirements imposed by the Planning Commission and County Council. Developer understands that additional studies may be required for certain Phases. Subject to **Section 4**, each Phase must comply with all requirements of the Development Code, including any lawful requirements for approval by the Planning Commission. Regardless of whether the Developer determines to develop the Project in Phases, the Developer is subject to the Development Code, including, without limitation, County Code 16.27.10 and the Development Code as of the date of the Entitlement Agreement. Subsequent to the Preliminary Application, the applications and processes associated with the Property can be limited to individual Phases. The County acknowledges that Developer or assignees of Developer who purchase portions of the Property may submit multiple applications from time to time to develop and/or construct Phases of the Project, subject to the requirements of this Agreement and Applicable Law.

(3) Payment of Administrative Fees: Developer agrees to pay all generally applicable Wasatch County fees as a condition of developing the Property and Project.

(4) Payment of Impact Fees: Wasatch County has enacted an impact fee ordinance, which is set forth in Chapter 4.08 of the Wasatch Code (the "**Impact Fee Ordinance**"). Subject to adjustments approved by the Director and/or the County Council, and any applicable credits or reimbursements available pursuant to the Impact Fee Ordinance or this Agreement, Developer agrees to pay the Wasatch County impact fees due and payable in connection with any structure built by Developer, or Developer's agent, employee, contractor, or subcontractor. Nothing in this provision shall diminish impact fee credits that are more particularly described in the Reimbursement Agreement.

(5) Affordable Housing: Developer's affordable housing obligations shall be governed by Applicable Law. To comply with Applicable Law related to the County's Moderate Income Housing Ordinance, Developer will, with each final plat recording, pay a fee in lieu at the rate of \$2,800 per Density Unit (which

amount is calculated based on the rate of \$28,000 per AUE (as defined in the Wasatch County Code), and one (1) AUE applicable to ten (10) Density Units). **Exhibit F** contains a May 7, 2020 email showing Wasatch County Housing Authority's understanding of Developer's intent to pay the fee-in-lieu.

(6) Special Service District Fees and Charges: The following services will be provided to the Project by special service districts, each of which has issued to Developer a "will serve" letter, copies of which are attached hereto as **Exhibit H** and incorporated by reference herein:

Service	Entity Providing Service
Culinary Water	Jordanelle Special Service District
Irrigation Water	Jordanelle Special Service District
Trash Removal	Wasatch County Solid Waste Special Service District
Sanitary Sewer	Jordanelle Special Service District

Developer agrees to pay any and all fees imposed by the districts in connection with development of the Project, including (but not limited to) fees for plan check and engineering review, provided, however, that the Parties acknowledge and agree that the Entitlement Agreement and the documents referred to in the Entitlement Agreement provide for, waive or limit obligations from the Developer to the Jordanelle Special Service District, and this Agreement shall not amend or modify the terms of the Entitlement Agreement or agreements referenced in the Entitlement Agreement.

(7) Construction or Dedication of Master Infrastructure Improvements: The Master Developer shall be responsible for the completion of fundamental infrastructure requirements for the development of the entirety of Project, excluding the various infrastructure improvements contained within the perimeter or boundary of a Subdivision that are directly necessary for only one Subdivision or Phase ("**Master Infrastructure Improvements**"). Master Infrastructure Improvements shall be completed to the extent necessary for services to be provided to a particular Subdivision or Phase. Master Infrastructure Improvements include the following: (i) all roads and other improvements within the road rights-of-way to be created within the Property, including any proposed sidewalks, curb, gutter, street lighting, signage (including directional/information components), and wet and dry utilities within such rights-of-way, all to the perimeter or boundary of all Subdivisions; (ii) all emergency and secondary access to the Property as set forth in the Preliminary Plan; (iv) utility services to the perimeter or boundary of all Subdivisions and to common improvements within the Property; (vi) dedication and construction of trails shown on the Master Trail Plan, including, where applicable, to the boundary of any Subdivisions being approved; (vii) dedication or conveyance to the Home Owners Association of Open Space lying outside of any Subdivision, or to the extent required by or acceptable to the County, in the County's reasonable discretion, subjecting such Open Space to an Open Space deed restriction or conservation easement; and (viii) landscaping in areas outside of Subdivision plats or necessary for the whole Project. The Master Infrastructure Improvements shall be as generally depicted in the "**Infrastructure Phasing Plan**" attached as **Exhibit G**, as approved with the Preliminary Application. The Infrastructure Phasing Plan shall be general and schematic in nature and is subject to refinement based on more precise engineering studies and other factors, as agreed by the Parties from time to time. The primary responsibility and liability for the construction of all Master Infrastructure Improvements shall rest with the "**Master Developer**", though this obligation does not exclude additional parties who have liability as indicated in this Agreement or under Applicable Law. The Master Infrastructure Improvements shall be completed as Phases are developed, as provided in the Infrastructure Phasing Plan. While additional Master

Infrastructure Improvements may be required to be made or bonded for prior to any Subdivision plats being approved, the Developer understands that the following Master Infrastructure Improvements, according to the Infrastructure Phasing Plan and in relation to an applicable Phase, will need to be completed or bonded for prior to any Subdivision plats being approved for that Phase: culinary water, secondary water, storm water, sanitary sewer and roads.

(8) Construction or Dedication of Project Phase Improvements: Project improvements associated with an individual Phase or Subdivision of the Project, as determined in the County’s sole discretion, (“Phase Project Improvements”) shall be applied for as part of the Final Application¹ for that Phase. Phase Project Improvements include: (i) all roads and other improvements within the road rights-of-way within the Subdivision, including any proposed sidewalks, curb, gutter, street lighting, signage (including directional/information components), and wet and dry utilities within such rights-of-way, within or directly adjacent to the perimeter or boundary of all Subdivisions; (ii) all emergency and secondary access to the Subdivision as set forth in the Preliminary Plan; (iv) utility services within or adjacent to the perimeter or boundary of all Subdivisions; (vi) dedication and construction of trails shown on the Master Trail Plan, including within or adjacent to perimeter or boundary of all Subdivisions; (vii) protection of Open Space lying within any Subdivision through an Open Space deed restriction or a conservation easement; (viii) landscaping in areas inside of Subdivisions; and (ix) all other improvements or dedications that are required within the Subdivision or adjacent to the Subdivision, but within the Project, as allowed by the Development Code. Phase Project Improvements shall be inspected and accepted by the County in writing prior to the issuance of any building permit within that Phase. Issuance of a building permit does not waive any improvement requirements.

(9) Dedication of Real Property for Emergency Services: Developer shall dedicate a 1.5 acre portion (“Fire Services Parcel”) of County Parcel No. 00-0014-6295 (“North Parcel”) to Wasatch County Fire District. Developer has sole discretion to identify the location of the Fire Services Parcel within the North Parcel. Regardless of its location, the Fire Services Parcel shall have access to State Route 32, either directly, or across other portions of the North Parcel. The Fire Service Parcel shall be identified on a final plat or site plan approval for the North Parcel. The use of the Fire Services Parcel shall be to provide fire protection and other emergency services to the Project and surrounding area. Should the Wasatch County Fire District decline to accept a dedication of the Fire Services Parcel, Developer shall first offer the parcel to the County before devoting it to another use.

(10) Construction and Maintenance of Amenities: Developer shall construct the following specific amenities and recreational facilities in accordance with the following schedule:

Recreational Facility	Date of Bonding ²	Substantial Completion
Trails as set forth in the Master Trail Plan and reasonable connections to trails adjacent to platted phases for a reasonable and usable looped and interconnected system. Temporary	Bonding concurrent with each Phase	Substantial completion prior to any certificates of occupancy being issued for lots in a respective Phase.

¹ As defined in the Development Code.

² All references to bonding or bonds in this Agreement shall refer to financial assurances as allowed in the Development Code and State law.

loops will be required as needed to avoid dead ends as phases are completed.		
Trail along Highway 32 (10 ft. wide asphalt)	Bonding prior to recording of the first Subdivision plat.	Substantial completion with required first Subdivision plat infrastructure.
Fireside Resort Amenity: Front Desk for Check-in and Office	Bonding prior to recording of any portion of Fireside Resort unit development final plat.	Substantial completion prior to issuance of certificates of occupancy for any Fireside Resort unit.
Fireside Resort Amenity: Trail Segments	Bonding prior to recording of any portion of Fireside Resort unit development final plat.	Completion prior to issuance of certificates of occupancy for any Fireside Resort unit.
Fireside Resort Amenity: Swimming pool	Bonding prior to recording of the first Fireside Resort unit development final plat.	Substantial completion prior to issuance of certificates of occupancy for the first Fireside Resort units.
Fireside Resort Amenity: Clubhouse aka Fireside Resort Lodge	Bonding prior to recording of any portion of Fireside Resort unit development final plat.	Substantial completion prior to issuance of certificates of occupancy for any Fireside Resort unit.
Fireside Resort Amenity: Aesthetic / Recreational Water Features	Pond A Bonding prior to recording of any portion of Fireside Resort unit development final plat; Pond B Bonding prior to recording of the Fireside Resort unit development final plat containing two-thirds (2/3) or more of the total Fireside Resort Units.	Substantial completion prior to issuance of certificates of occupancy for the Fireside Resort units in the associated Fireside Resort unit development final plat.
Project Amenities as shown on Exhibit B	Bonding prior to recording of a final plat containing or adjacent to the amenity shown in the Preliminary Plan.	Substantial completion prior to issuance of certificates of occupancy for the Dwelling Units in the associated final plat.

Developer shall complete the bonding for (in accordance with this Section 3.1(b)(10)) and obtain building permits for the following Fireside Resort amenities prior to the issuance of building permits for any

Fireside Resort unit: Front Desk for Check-in and Office; swimming pool; and, clubhouse aka Fireside Resort Lodge. Developer shall construct and maintain the above-described amenities and recreation facilities in all respects. This obligation may be transferred to the Home Owners Association except in the case of the Fireside Resort for which one owner/operator will maintain all the amenities/ common area/ open space similar to how a hotel would maintain the hotel amenities. Maintenance provided by Developer or the Home Owners Association shall meet or exceed a standard of reasonableness and safety as reasonably established by the County, or in accordance with standards generally accepted throughout the Wasatch Back, whichever is greater. In the event Developer or the Home Owners Association fails to maintain the recreational facilities, the County may (but is not obligated to) maintain them. In the event of the County's exercise of maintenance rights hereunder, the market value of the cost of this maintenance is hereby agreed to and shall constitute a valid lien on the Property and its lots on a parity with and collected at the same time and in the same manner as general County taxes that are a lien on the Property. The following provision in subsection (i) relates to trail development:

(i) Trail Development. The mobility element of the Project Master Plan, together with the overall Preliminary Plan, and all subsequent submittals will identify various proposed public trail systems within the Project, including proposed connections to adjoining properties. Developer and the County desire to have the trail systems within the Property connect to adjoining properties in all directions to facilitate ultimate connection to the regional trail plan proposed by the County. Developer agrees to allow for such connections, and build/allow stub connections to and from adjacent properties at appropriate locations. Trails shall form loops and only in the case of a future off-site connection create a dead end. Prior to construction, back country trails shall be flagged by the Developer and inspected by the County. All trails constructed within the Project shall be constructed by a licensed trail contractor and in accordance with Section 16.38 of the Development Code and the International Mountain Biking Association Standards. In areas of steep grades and narrow corridors between platted lots a plan and profile of the trails shall be provided with the final applications to ensure that trails are less than an 8% grade as represented at Preliminary Application approvals. Prior to final plat approval site inspections will need to be performed with property corners staked to ensure that trails meet grade requirements. All plats shall show the location of public trails. After construction of trails, which the Developer shall perform, and prior to bond release a legal description of the public trails easement shall be recorded with 5' from each side of the center line of the trail, unless more is required pursuant to Development Code or another obligation of the Developer. Developer shall bond for and install the paved trail section contemplated along the northern end of the Project concurrently with recording its first final plat.

(ii) Water ponds. The Preliminary Plan depicts the general locations of water ponds to be used as amenities for the Project. Prior to approval of the first final plat, Developer shall work with JSSD and determine the quantity of water required to supply the water features contemplated in the Preliminary Plan. Once the required quantity is known, Developer shall propose the method for supplying water for the agreed upon amount from water supplied by JSSD, or from other sources. Any deficit in the amount of water required in order to supply the water ponds described herein shall be addressed before Developer obtains final plat approval for the first final plat. Changes to the Preliminary Application will require Council approval which may require lower densities in order to maintain the water features depicted with the Preliminary Plan. A will serve letter from the JSSD showing sufficient water for the ponds of sufficient depth for recreational

activities, including fishing and canoeing, as depicted in the Preliminary Plan shall be included with the final application so that it can be reviewed by the DRC. The water located in water ponds may be used for irrigation or fire protections, in accordance with requirements of JSSD and the fire district.

(11) Maintenance of Open Space, Common Area, and Trails: Developer shall be responsible to identify by plat and maintain the Open Space, Common Area, public trails and private trails in all respects, including but not limited to landscaping, irrigation, erosion and weed control. This obligation shall be transferred by written agreement to the Home Owners Association with the exception of the Fireside Resort, which shall be owned/operated by the single owner. If the Developer has placed infrastructure, signs or street lights, that are not similar to the signs, lights or infrastructure the County maintains throughout the County, the Developer or the Home Owners Association shall maintain these signs, lights, or infrastructure. Maintenance provided by Developer or the Home Owners Association shall meet or exceed a standard of reasonableness and safety as established by the County. In the event Developer or the Home Owners Association fails to maintain the Open Space, Common Area, and trails, the County may (but is not obligated to) maintain them. In the event the County exercises its maintenance rights hereunder, the market value of the cost of this maintenance is hereby agreed to and shall constitute a valid lien on the Property and its lots on a parity with and collected at the same time and in the same manner as general County taxes that are a lien on the Property. The Project shall contain a total Open Space amount in compliance with County ordinance and Applicable Law, and the Project Open Space shall be as depicted in the approved Preliminary Plan, as supplemented, and set forth in **Exhibit B**.

(12) Detention Pond Maintenance: All detention ponds will remain the property and responsibility of the Developer who receives the initial permit for development of a Phase. The Developer remains responsible for all inspection, maintenance, and repair of the detention areas and drainage swales leading to detention ponds. The responsible party shall inspect detention ponds for erosion and any changes after every major storm event but at least quarterly. The inspection shall include inspection of embankments for any visible signs of erosion, seepage, sloughing, sliding, or other instability. Inspect outlet structures for flow obstructions, cracks, vandalism, or erosion. The responsible party shall perform regular maintenance, including:

(i) Proceed with corrective measures for observed problems immediately or as soon as weather conditions permit.

(ii) Mow grass as required. Remove undesirable vegetation such as trees, bushes, and vines from embankments and pond area.

(iii) Fill all eroded gullies and vehicle ruts and compact soil. Backfill any hollow spots under concrete spillways or outlet structures and compact soil. Replace any riprap that has washed away from spillways and pipe outlets. Determine the cause of any slides or sloughs and complete repairs. Take corrective action to prevent future recurrence.

(iv) Remove all trash, debris, tree limbs, or other flow obstructions from detention ponds, outlet structures, and pipes. Fill all animal burrows and compact soil. Repair vandalism. Maintain pond and outlet structures in good working order.

(v) Do not use pesticides, herbicides, or fertilizers in or around the detention pond. These products will leach from the pond and pollute streams and rivers.

(vi) Make sure that the detention pond is draining properly. Detention ponds are designed to release storm water slowly not hold the water permanently. Improperly maintained ponds can provide breeding areas for mosquitoes and reduce the storage volume of the pond.

(vii) Do not place yard waste such as leaves, grass clippings or brush in ponds.

(viii) Remove vegetation from any cracks in concrete spillways or outlet structures and seal with mastic joint filler. Lubricate and test moving parts on gates, valves, etc. Repaint metal parts to prevent rust. Replace badly rusted parts. Remove any accumulated sediment to restore ponds to design volume. Reseed with County approved seed mix as necessary to maintain good vegetative cover on exterior of embankments.

This obligation shall be transferred by written agreement to the Home Owners Association. Maintenance provided by Developer or the Home Owners Association shall meet or exceed a standard of reasonableness and safety as established by the County. In the event Developer or the Home Owners Association fails to maintain the detention ponds, the County may (but is not obligated to) maintain them. In the event the County exercises its maintenance rights hereunder, the market value of the cost of this maintenance is hereby agreed to and shall constitute a valid lien on the Property and its lots on a parity with and collected at the same time and in the same manner as general County taxes that are a lien on the Property.

(13) Architectural Renderings and Landscape Plan. As part of the Preliminary Application, Developer provided architectural and design guidelines; however, some of architectural and design guidelines were not compliant with Applicable Law, as stated in the staff report associated with the Preliminary Application, and must be compliant with Applicable Law. Also, some of the product types would not work with the approved Preliminary Plan (i.e., stacked apartments or condominiums). The approved architectural and design guidelines, which are compliant with Applicable Law, are attached to this Agreement as **Exhibit K**, and shall be used in the review of all building permit applications. These architectural and design guidelines shall guide future development of the Project. Developer shall adopt design guidelines that shall apply to the development in the Project and shall be included as part of the covenants, conditions and restrictions that will be administered by the Home Owners Association and may be enforced by the County through ensuring compliance with the approved design guidelines in the issuance of approvals for permits. The design guidelines shall also include landscape plans that reflect the landscaping concepts described and depicted in the Preliminary Plan. The Developer shall install all common area landscaping and revegetation, and the Home Owners Association shall also administer the installation of landscaping improvements required by the Design Guidelines.

(14) Bonding:

(i) Performance Bonds and Warranty Bonds. After receiving final approval of a Subdivision plat but prior to the recording of said Subdivision plat, or the issuance of any building permits in the Phase, Developer shall post performance bonds in relation to the Project in order to cover 100% of the cost to complete any onsite or offsite Master Infrastructure Improvements that the County requires in its discretion to be completed as part of that specific Phase as well as any Phase Infrastructure Improvements associated with that Phase unless the improvements required are actually constructed and approved by the County. Developer shall post performance and warranty bonds in relation to the Project to cover any onsite and offsite improvements

required by the County Code, the Development Review Committee, the Planning Commission and the County Council during the approval process. The bonds shall conform to the requirements of section 16.27.21 of the Wasatch County Code and state law. Included with the bond shall be an itemized engineer's cost estimate, approved by the County Engineering Coordinator, of all onsite and offsite improvements, trails, landscaping and any other amenities that are part of the approved plan. The Fireside Resort amenities which require bonding and employ actual bonds, as shown in Section 3.1(b)(10), will utilize a form substantially similar to the County landscaping bond form, and will be processed by the Planning Department.

(ii) Maintenance Bonds. For any improvements made by the Developer in any Phase of development, the Developer shall post a bond of either cash or an irrevocable letter of credit on a form approved by the County, in the amount required under the Development Code, to cover maintenance expenses for Open Space, trails, common landscaping, recreational facilities, or other maintenance obligations required under the Development Code within the Project prior to any certificates of occupancy being issued in that Phase. See Wasatch Code 16.27.23(A)(3). If Developer transfers these obligations by written agreement to the Home Owners Association, the County may waive the maintenance bond requirement for that portion of the Project under such the Home Owners Association's jurisdiction, subject to the County being provided with evidence by the Developer of the Home Owners Association's financial ability to maintain the facilities and evidence that the facilities (including any required residential maintenance for Condominiums) have been maintained. In the event that the Home Owners Association is under the majority control of the Developer at the time of the transfer of maintenance obligations, the bond shall not be released until majority control of the Home Owners Association changes to individual lot owners from the Developer, at which time the maintenance bond requirement for that portion of the Project shall be waived, provided that the Developer demonstrates the Home Owners Association has required reserve funds pursuant to the standards of Utah Code Ann. Section 57-8a-211.

(iii) No Third-Party Rights. All bonds, including but not limited to performance, warranty, and maintenance bonds, and related agreements, are between the County, Developer (or contractor if applicable), and financial institution. No other party shall be deemed a third-party beneficiary or have any rights under this subsection or any bond, irrevocable letter of credit, or agreement entered into pertaining to bonds. Any other person or entity, including but not limited to owners of individual units or lots, shall have no right to bring any action under any bond, irrevocable letter of credit, or agreement as a third-party beneficiary or otherwise.

(15) Private Roads; Maintenance; Snow Plowing: All roads in the Project will be private roads, other than the Spine Road and any other roads that County Manager and the Developer agree in writing will be dedicated and accepted as public roads. Private roads shall be constructed in accordance with County standards. The Developer shall maintain the private roads, providing the same level of service provided to other Class B roads in the County. The Developer shall provide snow plowing on all private roads in the Project. The Developer will transfer the obligation to maintain and provide snow plowing for the private roads to the Home Owners Association after the private roads have been approved by the County. The transfer to the Home Owners Association will be memorialized by a written agreement approved by the County.

(16) Grading Permits. Developer may apply for and obtain a grading permit if Developer has submitted and received approval of a site grading plan from the County Engineer in accordance with Applicable Law, and only after final plat approval; however, previously platted roads, including the realigned main entrance and associated roads, improvements, and features, and water features at entrances, can receive a grading permit in advance of plat approval.

(17) On-Site Processing of Natural Materials. Developer may use the natural materials located on the Project, including, without limitation, sand, gravel and rock, and may process such natural materials into construction materials, including, without limitation, aggregate or topsoil, for use in the construction of infrastructure, commercial buildings, residential structures, or other buildings or improvements located in the Project and other locations outside the Project, subject to obtaining required permits from any County, state or federal agency. This Section does not grant any variance or modification from Applicable Law. This does not authorize the sale of such processed material for off site use.

(c) Developer Liabilities and Right to Assign. Developer may sell the Project, or portions thereof, to subsequent purchasers. The obligations of the Developer, including the Master Developer, shall automatically be assigned and assumed by subsequent purchasers of the Project, but the Master Developer shall not be released from the Master Infrastructure Improvement obligations as a result of the assignment and the assumption by subsequent purchasers. Subsequent purchasers of the Project or any portion thereof shall expressly assume the obligations of Developer pursuant to this Agreement. However, in the event that subsequent purchasers of the Project do not expressly assume the obligations of this Agreement, they shall still be bound to the terms of, and obligations of, this Agreement.

d) Ridgeline Requirements: At Preliminary Application a number of ridgeline analyses were performed, and there is the potential for a large number of lots to violate the County ridgeline ordinance. As part of final plat applications, new ridgeline analyses will be submitted and reviewed by the County staff. Each final plat must address any ridgeline issues on a plat by plat basis.

e) Stub Streets. The County Fire District required stub streets in addition to those depicted in the Preliminary Application, and such additional stub streets are depicted **Exhibit J** attached to this Agreement. Developer shall incorporate the stub streets depicted in **Exhibit J** and the County shall verify the inclusion of such stub streets at the applicable Final Application.

3.2 Obligations of the County.

(a) Generally. The Parties acknowledge and agree that Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein is material consideration for the County's agreement to perform and abide by the covenants and obligations of the County set forth herein.

(b) Conditions to Current Approvals. The County shall not impose any further Conditions to Current Approvals other than those detailed in this Agreement, including in **Section 3.1(b)(1)**, the Project Master Plan, and conditions that have been expressly set forth in the official minutes of the Planning Commission and County Council as shown in **Exhibit E**, in relation to the subjects of this Agreement, unless agreed to in writing by the Parties.

(c) Acceptance of Project Improvements. The County agrees, subject to **Section 3.1(b)(14)**, to accept those Project Improvements this Agreement indicates are to be owned by the County, in accordance with Applicable Law.

(d) Additional Obligations of the County. The Spine Road shall be a public road, along with any other roads the County Manager and the Developer agree in writing to dedicate and accept as public roads and shall be dedicated to the County in final plats. After such road has been constructed in accordance with County standards, the County shall accept and assume them as public roads, at which point the road shall be a Class B road and shall be placed on the County Class B road map. The County shall maintain and provide snow plowing for the public road, providing the same level of service provided to other Class B roads in the County. The priority and method of maintenance and snow plowing shall be determined in the sole discretion of the County. Any road not specifically accepted and assumed by the County shall remain private roads and shall be the Developer's or the Home Owners Association's obligations.

(e) Provision of Municipal Services. The County shall provide County services to the Project that it provides to similarly situated residents and properties within the County; provided, however, certain services may be assigned to districts as allowed by Applicable Law.

Section 4. DEVELOPER RIGHTS AND APPLICABLE LAW

4.1 Developer Rights.

(a) Generally; Vested Rights. As of the Effective Date of this Agreement, Developer has the vested right to proceed with the development of the Property in accordance with the approvals and rights granted in this Agreement, Applicable Law, and the Development Entitlements for the Term of the Agreement (the "**Entitlements**"). This Agreement memorializes Developer's rights under the approval of the Preliminary Application and Preliminary Plan and the Entitlement Agreement to develop the Project in fulfillment of this Agreement, Applicable Law, and the Entitlements. Specifically, Developer has the vested right to develop the uses and densities as depicted and described on the Preliminary Plan, as supplemented with the plan updated and reflected in Exhibit M, in accordance with this Agreement and Applicable Law; this Agreement only authorizes development of the Density Units outlined in **Section 4.1(d)**. Such uses include residential uses; commercial uses depicted on the Preliminary Plan; resort uses, including recreational uses; and uses necessary to operate Fireside Resort short term rental units of a scale contemplated by the Preliminary Plan and subject to the limitations set forth in this Agreement, and in accordance with Applicable Law and the Preliminary Plan. The Project is within the JBOZ and is vested with the right to operate units as short term home rentals in accordance with Section 11.08.01 of the Development Code. The parties specifically intend that the Entitlements granted to Developer are "vested rights" as that term is construed in Utah's case law and pursuant to Utah Code Ann. §17-27a-508.

(c) Vested Rights and Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police power by the County in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the County to enact such legislation under its police power, such legislation shall not modify Developer's vested rights set forth in **Section 4.1(a)** unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Utah Code Ann. 17-27a-508 and Utah's case law or any other exception or basis for inapplicability of the doctrine of vested rights, recognized under state or federal law, and in effect on the Effective Date of the Entitlement Agreement. Nothing in this Agreement grants the Developer any more rights under the Entitlement Agreement than it would have under the Entitlement Agreement without this Agreement; however, notwithstanding anything in this Agreement

to the contrary, this Agreement shall not amend, modify, or limit the terms of the Entitlement Agreement or agreements referenced in the Entitlement Agreement.

(d) Density Unit Allocation.

(1) Approved Density Units. The Entitlement Agreement confirms and represents that the Developer has received master plan approvals and that density determinations for 2,046 ERUs are attributable, and were assigned, to the Property. Pursuant to the Current Approvals, this Agreement and the calculation of Density Units set forth herein, including the approval of the Preliminary Plan, Developer plans to construct the Project as follows:

- 1,903 Density Units for residential Dwelling Units;
- 250 Fireside Resort units (not to exceed 700 square feet each Fireside Resort unit), totaling 82.5 Density Units (at the rate of 0.33 Density Units for each Fireside Resort unit); and
- Commercial square footage equivalent to 21.5 Density Units or ERUs.
- Total Density Units: 2,007.

These Density Units are subject to the water being addressed per the Council's Motion approving the Preliminary Plan as shown in Exhibit B. To the extent Developer elects to exceed 2,007 Density Units for the Project, then Developer may pursue such excess Density Units, but only after receiving a new Preliminary Approval or receiving a revised Preliminary Approval in accordance with Applicable Law.

(2) No Further Action Required for Allocation. The County acknowledges and agrees that, pursuant to and in accordance with **Section 3.3(c)** of the Entitlement Agreement, the allocation of Density Units within the Project is set forth in **Section 4.1(d)(1)**. The County further acknowledges and agrees that no Notice of Density Allocation, Notice of Master Plan Amendment, Amendment of Entitlement Agreement, or other amendment to the existing master plan(s) for the Property, as contemplated in **Section 3.3(c)** of the Entitlement Agreement, is necessary or required in connection with the allocation described in this Agreement or in conjunction with the Parties entering into this Agreement; however, such action may be required if the Developer applies for a revised Preliminary Plan.

(e) Transfer for Public/Quasi-Public Purposes; Tax Benefits. The County acknowledges that Developer may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring Open Space and/or trails in the Master Trail Plan to a charitable organization. Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Developer by reason of the foregoing. The County shall reasonably cooperate with Developer to help the Developer to take advantage of any such tax benefits as long as public access trails retain the public access requirement. The County does not warrant or represent that the Developer will obtain any tax benefits.

(f) Helipad for Project Use. Developer may seek approval through the conditional use process and possibly obtain permission to construct a helipad in accordance with County Code § 16.21.40. The final plats for Pads 1, 2, 4, and 5 shall include a note that states that residences within the pads may be no closer than 250 feet of the helipad. Developer shall operate the helipad in accordance with County Code § 16.21.40.

(g) Fireside Resort Units. The Fireside Resort units depicted in the Preliminary Plan shall be operated by one owner as a "horizontal hotel." No full-time residents or long term use or stays shall be allowed in the Fireside Resort units. The future approval of a site plan or plat for the Fireside Resort units shall include a note and restriction on any Fireside Resort unit(s) being occupied by the same occupant(s) for more than 30 days in a 90-day period. There shall be one owner of the Fireside Resort and its amenities, including Open Space within the Fireside Resort, and that owner shall be responsible for all resort operations and all maintenance of open space and amenities, and the single party obligated to comply with the requirements of this Section, including, without limitation, any breach of this Section. Further, the Fireside Resort units shall be developed and built by the same entity as the Fireside Resort amenities (i.e., there will be one applicant for certificates of occupancy for the Fireside Resort units). The Preliminary Plan was approved with all Fireside Resort units being under single ownership. The Developer may at some point desire the option of selling the Fireside Resort units separately as condominiums, as further described in this subsection. The Developer may seek approval of this approach as part of a modification of the Preliminary Plan, which could be processed as a separate approval by the legislative body. If the legislative body approves this condominium unit approach to the Fireside Resort units, then

- a) The units shall be recorded as condominiums, with plats to be reviewed and approved by the legislative body, which will require all exterior maintenance of the units to be done by the resort; and
- b) The occupant(s) of the Fireside Resort units shall be contractually bound to the owner and operator of the Fireside Resort to the occupancy limitation (no more than 30 days in a 90-day period), and the operator shall be responsible for enforcing such occupancy limitation.

If the legislative body does not approve the condominium approach, the Fireside Resort units shall not be recorded as condominiums, and shall be owned by the single owner of the Fireside Resort. The amendment to the Preliminary Plan would be processed in accordance with the Development Code, and nothing in this Agreement implies that the land use authority would approve such an amendment to the Preliminary Plan. The Fireside Resort units may not be sold to any entity attempting to utilize the Fireside Resort units as workforce housing as the Parties agree that the use shall be one for short term stays as described herein. If the Fireside Resort operator fails to enforce such occupancy limitation, or such occupancy limitation is otherwise violated, the operator and the owner of the Fireside Resort unit in violation of such occupancy limitation shall be jointly and severally liable to the County in the amount of \$250.00 per day per unit for each such violation. This remedy is not the only remedy available to the County. Further, the operator or management group of the Fireside Resort units shall collect any and all transient room tax, which shall be required. The owner or operator of the Fireside Resort amenities shall be responsible for payment of all real property taxes assessed against the Fireside Resort, including, without limitation, the Fireside Resort units, and a condominium association shall be established, of which the interests of the owner or operator of the Fireside Resort amenities shall be included and each Fireside Resort unit shall be a member, with covenants to ensure that all real property taxes assessed against the Fireside Resort are paid. The Fireside Resort units shall not be subject to an ownership structure contemplated in the Utah Timeshare and Camp Resort Act (Utah Code Ann. Section 57-19-1, et seq.). The Developer agrees the County may audit compliance with this restriction from time to time. Developer also agrees that restrictions will be placed on the parcels comprising the Fireside Resort to prevent the individual delivery of mail and Developer will be required to provide annual reports to County regarding compliance with this section. Developer also agrees that units shall be placed in a rental pool and the unit shall be available for rent when the unit owner is not using the unit, all subject to the 30 day restrictions.

(h) Setbacks. Side yard setbacks in a PUD for all detached residential Dwelling Units or attached Dwelling Units in a single structure shall have a total of 15 feet of total separation between residential Dwelling Unit structures, and foundations must be a minimum of 20 feet apart.

(i) Temporary Structures. Developer shall be permitted to locate and maintain two (2) temporary structures on the Property, commencing on the Effective Date and continuing for a period of up to two (2) years after the Effective Date, for the purposes of construction management and sales and marketing for the Project. Such temporary structures shall meet any structural and engineering standards applicable to such temporary structures and contained in the County Code as of the Effective Date in accordance with Applicable Law.

(j) Roadway Guidelines. Design and development of the Project's roads shall comply with Title 14 and Title 16 of the Wasatch County Code, including, without limitation, Ordinance No. 19-11 adopted by the County on December 18, 2019, amending Title 14 and Title 16 of the Wasatch County Code, and the design standards, road standards, and road grade standards set forth therein, including, without limitation, the mountain road standard, which is incorporated as part of Applicable Law applicable to the Project as contemplated in this Agreement. Pursuant to Section 14.02.06 of the Wasatch County Code, the County confirms and agrees that Developer has satisfied the burden to an exception to the maximum allowed road grades in the Project, and the maximum allowed road grades in the Project shall be as set forth in Section 14.02.06(D) of the Wasatch County Code, including, without limitation, that local road grade shall not exceed twelve percent (12%).

4.2 Applicable Law.

(a) Applicable Law. "**Applicable Law**" means the substantive statutes, resolutions, rules, regulations, official policies, standards and specifications applicable to the development of the Property and the processing of land use applications in relation to the development of the Property, including rules, regulations, official policies, standards and specifications, including the Development Code, and other applicable County ordinances, resolutions, state law, and federal law, in effect as of the "Effective Date" of the Entitlement Agreement. After August 30, 2020, as set forth in the Entitlement Agreement, certain changes to Applicable Law may be made to apply to the Property, provided that such changes shall not apply to the rights and responsibilities set forth in this Agreement, the Preliminary Plan, or the Entitlement Agreement without the written consent of both Parties or an amendment to the Preliminary Plan and this Agreement pursuant to Applicable Law. If the Planning Director for Title 16 issues, or the Engineering Coordinator for Title 14 issues, and the Applicant agree in each's sole discretion, specific changes to Applicable Law enacted by the legislative body may apply to the Property. However, notwithstanding the foregoing, any person applying for a building permit within the Project shall be subject to the building, electrical, mechanical, plumbing, and fire codes, and other County ordinances relating to the construction of a proposed structure, that are in effect at the time the person files with the County a completed application for building permit.

(b) State and Federal Law. Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations ("**Changes in the Law**") applicable to the Property. In the event the Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary, to comply with the Changes in the Law.

(c) County's Future Laws. In each Parties sole discretion, the Parties may agree in writing to apply on this Project, or any Phase thereof, future laws adopted by the County and in effect at the time of the Application which would otherwise be applicable to the Property but for the vesting.

Section 5. AMENDMENT

Unless otherwise stated in this Agreement, the Parties may amend this Agreement by mutual written consent. In the case of an amendment or modification to this Agreement affecting less than all of the Project, only the owner of the affected portion of the Project and the County need consent to such amendment or modification. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in any specific lot or unit, as opposed to Subdivided plats or Parcels, in the Project.

Section 6. DEFAULT; TERMINATION; ANNUAL REVIEW

6.1 General Provisions.

(a) Defaults. Any failure by either Party to perform any material term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, unless such period is extended by written mutual consent, shall constitute a "**Default**" under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. Upon the occurrence of an uncured Default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or terminate this Agreement. If the Default is cured in accordance with this Subsection, then no Default shall exist, and the noticing Party shall take no further action.

6.2 Review by County

(a) Generally. The County may at any time and in its reasonable discretion request that Developer demonstrate that Developer is in full compliance with the terms and conditions of this Agreement. Developer shall provide any and all information reasonably necessary to demonstrate compliance with this Agreement as requested by the County within thirty (30) days of the request, or at a later date as agreed between the Parties.

(b) Determination of Non-Compliance. If the County finds and determines that Developer has not complied with the terms of this Agreement, and noncompliance may amount to a Default if not cured, then the County may deliver a notice pursuant to **Section 6.1(a)** of this Agreement. If the default is not cured timely by Developer, the County may pursue the remedies set forth in this Section 6.

(c) Notice of Compliance. Within thirty (30) days following any written request which Developer may make from time to time, accompanied by a \$750 processing fee, the County shall execute and deliver to Developer a written "Notice of Compliance," duly executed and acknowledged by the County, certifying that: (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modification; (ii) there

are no current uncured Defaults under this Agreement or specifying the dates and nature of any such Default; and (iii) any other reasonable information requested by Developer. The Developer shall be obligated to fully cooperate with the County in providing information the County requests to facilitate its provision of a Notice of Compliance.

6.3. Default by the County. In the event the County defaults under the terms of this Agreement, Developer shall have all rights and remedies provided in **Section 6.1** of this Agreement and provided under Applicable Law.

6.4. Enforced Delay; Extension of Time of Performance. Notwithstanding anything to the contrary contained herein, neither Party shall be deemed to be in Default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorist acts, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environmental regulations, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Changes in the market, or the financial standing of the Parties shall not serve as a basis for excused performance. Upon the request of either Party hereto, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

6.5. Annual Review. Developer and the County shall (at the discretion of the County) meet annually to review the status of the Project and to review compliance with the terms and conditions of this Agreement.

Section 7. DEFENSE AND INDEMNITY

7.1 Developer's Actions.

(a) Developer shall defend, hold harmless, and indemnify the County and its elected and appointed officers, agents, employees, and representatives from any and all claims, costs, judgments and liabilities (including inverse condemnation) which arise directly or indirectly from the construction of the Project, or operations performed under this Agreement, by Developer or by Developer's contractors, subcontractors, agents or employees.

(b) The Developer further agrees to release any claims, known and unknown, against the County and its elected and appointed officers, agents, employees, and representatives, arising directly out of the formation or approval of this Agreement, except for willful misconduct or fraudulent acts by the County and its elected and/or appointed boards, officers, employees, and agents.

7.2 Hazardous, Toxic, and/or Contaminating Materials. Developer further agrees to defend and hold harmless the County and its elected and/or appointed boards, officers, employees, and agents from any and all claims, liabilities, damages, costs, fines, penalties and/or charges of any kind whatsoever relating to the existence of hazardous, toxic and/or contaminating materials on the Project solely to the extent caused by the intentional or negligent acts of Developer, or Developer's officers, contractors, subcontractors, employees, or agents.

7.3 County's Actions. Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the County or its elected and appointed representatives, officers, agents and employees

harmless from any claims of personal injury, death or property damage or other liabilities arising from (i) the willful misconduct or negligent acts or omissions of the County, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the County of improvements that have been offered for dedication and accepted by the County for maintenance.

Section 8. TRANSFER OF MAINTENANCE OBLIGATIONS.

8.1 Creation of Home Owners Association. Developer will create, or cause to be created, a Home Owners Association prior to any building permits being issued for individual residences. The Developer agrees the County may enforce this obligation by refusing to issue any certificates of occupancy. The Developer will transfer maintenance obligations to the Home Owners Association provided in this Agreement except within the Fireside Resort development where the resort operator shall maintain all amenities and open space and landscaping. The Home Owners Association shall be a non-profit corporation formed in accordance with the state and federal law. The Home Owners Association shall have authority to impose fees sufficient to perform the maintenance obligations transferred to it.

8.2 Written Transfer Agreement Required. When the Developer transfers Developer's maintenance obligations to the Home Owners Association, Developer shall do so by written transfer agreement. Installation of landscaping and other installments shall be in accordance with the approved plans and verified prior to the transfer agreement, which shall be approved by the County. In no event shall the County bear liability for the Developer's maintenance obligations. In the event that the Home Owners Association is under the majority control of the Developer at the time of the transfer, when majority control of the Home Owners Association changes to individual lot owners from the Developer, the Developer shall demonstrate to the County that the Home Owners Association has required reserve funds to meet the guidelines of Utah Code Ann. Section 57-8a-211.

8.3 Written Agreement Prior to Release of Out-of-Pocket Account. Prior to any Out-of-pocket account being released, the Developer shall request in writing the release of the funds and the County shall process the release within 30 days.

Section 9. INSURANCE CERTIFICATES.

Prior to beginning construction on the Project, Developer shall furnish to the County certificates of general liability insurance indicating that the County has been added as an additional named insured with respect to construction of infrastructure, project improvements, and recreational facilities within the Project. Until such time as the Project Improvements described in **Section 3.1(b)** of this Agreement are completed and approved by the County, such insurance coverage shall not terminate or be canceled, or the coverage reduced until after thirty (30) days' written notice is given to the County.

Section 10. NO AGENCY, JOINT VENTURE OR PARTNERSHIP

It is specifically understood and agreed to by and between the Parties that: (1) the Project is a private development; (2) the County has no interest or responsibilities for, or due to, third parties concerning any improvements until such time, and only until such time, that the County accepts dedication of the same pursuant to the provisions of this Agreement; (3) Developer shall have full power over and exclusive control of the Property and Project herein described, subject only to the limitations and obligations of Developer under this Agreement;

and (4) the County and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership express or implied between the County and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the County and Developer.

Section 11. MISCELLANEOUS

11.1 Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

11.2 Subjection and Subordination. Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments hereof. Each such person or entity agrees to provide written evidence of that subjection and subordination in a form reasonably satisfactory to the County within 15 days following a written request for the same.

11.3 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

11.4 Other Necessary Acts. Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

11.5 Construction. This Agreement has been reviewed and revised by legal counsel for both the County and Developer, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

11.6 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

11.7 Covenants Running with the Land. The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement and may be enforced by Wasatch County and Developer pursuant to Utah Code Ann. 17-27a-101, et seq. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees, as they relate to land within the Project obtained by such successor, assign, or transferee. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots, as opposed to Subdivided plats or Parcels, in the Project shall (1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; (2) have no right to bring any action under this Agreement as a third-party beneficiary or otherwise; and (3) have no right to consent to any amendment to this Agreement.

11.8 Method of Enforcement. The County may look to Developer, the Home Owners Association, or collectively to each lot or unit owner in the Project for performance of the provisions of this Agreement relative to the portions of the Project owned or controlled by such party. Any cost incurred by the County to secure performance of the provisions of this Agreement shall constitute a valid lien on the Project, including prorated portions to individual lots or units in the Project, on a parity with and collected at the same time and in the same manner as general County taxes and assessments that are a lien on the Project. The County may pursue any remedies available at law or in equity, including the withholding of building permits or certificates of occupancy, to ensure compliance with this Agreement.

11.9 Waiver. No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach.

11.10 Remedies. Either Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement.

11.11 Utah Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah. Any dispute regarding the Agreement that cannot be resolved by the parties shall be resolved in a court of competent jurisdiction in the State of Utah within 50 miles of Wasatch County.

11.12 Covenant of Good Faith and Fair Dealing. Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement and Applicable Law to ensure that the rights secured by the other Party through this Agreement can be enjoyed.

11.13 Requests to Modify Use Restrictions. Subject to the provisions of **Section 3.1(c)**, Developer's successors, heirs, assigns, and transferees shall have the right, without the consent or approval of any other person or entity owning property in any other part of the Project, to request that the County modify any zoning classification, use, density, design, setback, size, height, open space, road design, road dedication, traffic configuration, site plan, or other use restrictions associated with that portion of the Project to which the successor, heir, assign, or transferee holds title. The County shall consider any such request but is not required to grant it.

11.14 Representations. Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing and warranting Party: (a) such Party is duly organized, validly existing and in good standing under the laws of the state of its organization; (b) such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent; and (c) this Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy and equitable principles.

11.15 No Third-Party Beneficiaries. This Agreement is between the County and Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

Section 12. NOTICES

Any notice or communication required hereunder between the County and Developer must be in writing, and may be given either personally, by overnight delivery or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or delivered by overnight delivery, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed or when delivered by the overnight delivery service to the address below. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the County:

MIKE DAVIS
Wasatch County Manager
25 N Main Street
Heber City, UT 84032
Email: msmith@wasatch.utah.gov

DOUG SMITH
Director
Wasatch County Administration Building
55 South 500 East
Heber City, UT 84032
Email: dsmith@wasatch.utah.gov

With Copies to:

SCOTT SWEAT
Wasatch County Attorney
805 West 100 South
Heber City, UT 84032
ssweat@wasatch.utah.gov

If to Developer:

AJ Fireside Park City LLC
2780 N. Moose Wilson Road
Wilson, WY 83014
Attn: Jamie Mackay
jamie@mackaydevelopments.com

With a copy to:

Snell & Wilmer LLP
Attention: Wade Budge and Craig
Jenson
15 West South Temple, Suite 1200
Salt Lake City, UT 84106
wbudge@swlaw.com
cjenson@swlaw.com

Section 13. ENTIRE AGREEMENT, COUNTERPARTS AND EXHIBITS

Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the County and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A - Legal Description of the Property

Exhibit B – Preliminary Plan

Exhibit C-1 – Previously Approved Master Plans

Exhibit C-2 – Project Master Plan

Exhibit D – Master Trail Plan

Exhibit E – Conditions of Approval

Exhibit F – Affordable Housing Email

Exhibit G – Infrastructure Phasing Plan

Exhibit H – Will Serve Letters

Exhibit I – Spine Road Depiction

Exhibit J – Access Road Locations

Exhibit K – Architectural and Design Guidelines

Exhibit L – Fireside Resort Amenities

Exhibit M – Updated Plan (representing supplements and updates since Preliminary Plan approval)

Section 14. RECORDATION OF DEVELOPMENT AGREEMENT

No later than ten (10) days after the County enters into this Agreement, the County Clerk shall cause to be recorded, at Developer's expense, an executed copy of this Agreement in the Official Records of the County of Wasatch.

[Balance of page left blank intentionally.]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and the County as of the date and year first above written.

WASATCH COUNTY:

Attest:

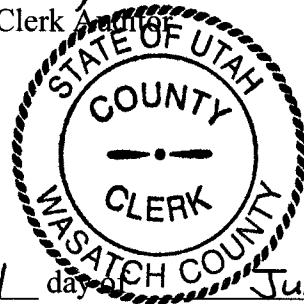
Mike Davis
MIKE DAVIS
Wasatch County Manager

Calvin Griffiths
CALVIN GRIFFITHS
Wasatch County Clerk Auditor

STATE OF UTAH)

SS:

COUNTY OF WASATCH)

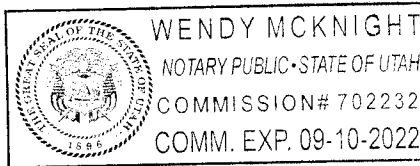


The foregoing instrument was acknowledged before me this 11 day June, 2020, by Mike Davis, who executed the foregoing instrument in his capacity as the Wasatch County Manager and by Calvin Griffiths, who executed the foregoing instrument in his capacity as the Wasatch County Clerk Auditor.

Wendy McKnight
NOTARY PUBLIC
Residing at: Wasatch

My Commission Expires:

09-10-2022



DEVELOPER:

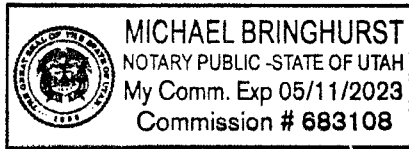
AJ FIRESIDE PARK CITY LLC, a Delaware limited liability company

By: JORDANELLE RESERVOIR, LLC,
a Wyoming limited liability company
Its: Managing Member

By: Jamie Mackay
Jamie Mackay, Managing Member

STATE OF Utah)
COUNTY OF Salt Lake :SS

The foregoing instrument was acknowledged before me this 11 day of June, 2020, by Jamie Mackay, Managing Member of Jordanelle Reservoir, LLC, Managing Member of AJ FIRESIDE PARK CITY LLC, a Delaware limited liability company.



[Handwritten Signature]

NOTARY PUBLIC
Residing at: North Salt Lake, UT

My Commission Expires:
5/11/23



11-26-19

**EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY**

PARCEL A

A PARCEL OF LAND LOCATED IN SECTIONS 1, 2, 3, 10, AND 11, TOWNSHIP 3 SOUTH, RANGE 5 EAST, AND SECTIONS 34 AND 35, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A PIN FOUND IN A STONE MARKING THE NORTHEAST CORNER OF SAID SECTION 1; THENCE S01°18'39"E 2649.96 FEET TO A FOUND HOLE IN THE ROCK MARKING THE EAST QUARTER CORNER OF SAID SECTION 1; THENCE S01°29'16"E 2544.74 FEET TO A FOUND REBAR AND CAP MARKED RLS 7600; THENCE N89°51'47"W 466.72 FEET TO A FOUND REBAR AND CAP MARKED CORNERSTONE RLS 7600; THENCE S00°36'10"E 466.74 FEET; THENCE N89°51'52"W 2308.93 FEET TO A FOUND STONE MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 1; THENCE N89°51'50"W 2654.37 FEET TO A FOUND 3" PVC PIPE MARKING THE SOUTH WEST CORNER OF SAID SECTION 1; THENCE S00°06'39"E 1650.00 FEET TO A FOUND REBAR WITH NO CAP; THENCE S89°59'33"W 5283.73 FEET TO A FOUND REBAR WITH NO CAP; THENCE S00°10'22"E 976.48 FEET TO A FOUND REBAR AND CAP MARKED ALM ENG MARKING THE EAST QUARTER CORNER OF SAID SECTION 10; THENCE S88°28'47"W 1311.18 FEET TO A FOUND REBAR AND CAP MARKED ALPINE; THENCE S00°13'51"E 2604.55 FEET; THENCE N89°38'31"W 1321.78 FEET TO A FOUND REBAR AND CAP MARKED ALM ENG MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE N00°20'20"W 5249.30 FEET TO A FOUND STONE WITH AN X MARKING THE NORTH QUARTER CORNER OF SAID SECTION 10; THENCE N89°55'58"W 2456.71 FEET TO A FOUND REBAR AND CAP MARKED ALPINE; THENCE N00°03'54"E 2639.68 FEET; THENCE S89°57'09"E 2454.99 FEET; THENCE N00°01'40"E 2712.94 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 32; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING TWENTY SEVEN (27) COURSES: (1) S84°53'22"E 405.57 FEET; (2) S88°39'45"E 207.41 FEET; (3) S88°39'44"E 292.33 FEET TO A FOUND RIGHT OF WAY MONUMENT; (4) N72°15'28"E 209.92 FEET; (5) N76°15'04"E 224.59 FEET; (6) N76°18'19"E 786.00 FEET TO A FOUND RIGHT OF WAY MONUMENT; (7) N77°43'24"E 191.92 FEET; (8) N81°40'37"E 68.28 FEET; (9) N86°02'18"E 192.34 FEET; (10) N88°29'31"E 471.93 FEET; (11) N87°18'03"E 906.83 FEET; (12) N88°51'37"E 208.38 FEET; (13) N78°10'50"E 209.04 FEET TO A FOUND RIGHT OF WAY MONUMENT; (14) S13°38'47"E 251.40 FEET; (15) N41°30'06"E 80.95 FEET; (16) N41°25'16"E 421.18 FEET TO A FOUND RIGHT OF WAY MONUMENT; (17) N69°06'21"E 612.61 FEET; (18) N69°12'39"E 422.32 FEET TO A FOUND RIGHT OF WAY MONUMENT; (19) S88°26'59"E 300.00 FEET; (20) N89°39'42"E 324.08 FEET TO A FOUND RIGHT OF WAY MONUMENT; (21) N82°24'02"E 333.19 FEET TO A FOUND RIGHT OF WAY MONUMENT; (22) N59°39'18"E 336.67 FEET TO A FOUND RIGHT OF WAY MONUMENT; (23) N41°13'03"E 300.01 FEET TO A FOUND RIGHT OF WAY MONUMENT; (24) N71°55'29"E 195.18 FEET TO A FOUND RIGHT OF WAY MONUMENT; (25) N71°56'08"E 237.32 FEET TO A FOUND RIGHT OF WAY MONUMENT; (26) N71°53'17"E 347.09 FEET TO A FOUND RIGHT OF WAY MONUMENT; AND (27) THENCE N72°01'10"E 24.25 FEET; THENCE S00°06'29"E 1344.24 FEET TO A FOUND BRASS CAP MONUMENT BY WASATCH ENGINEERING DATED 1973 MARKING THE SOUTHEAST

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ogden@reeve-assoc.com • reeve-assoc.com



CORNER OF SAID SECTION 35; THENCE N89°33'35"E 2668.11 FEET TO A FOUND REBAR AND ALUMINUM CAP MARKED CORNERSTONE LS 7600 MARKING THE NORTH QUARTER CORNER OF SAID SECTION 1; THENCE N89°33'13"E 2667.85 FEET TO THE POINT OF BEGINNING.

INCLUDED THEREIN ALL OF LOTS 1-25, 28-35, 37, 40, 42-58, AND 61-71, TALISMAN PHASE 1, AS DESCRIBED ON THAT TRUSTEE'S DEED UPON SALE AS RECORDED IN THE OFFICE OF THE WASATCH COUNTY RECORDER AS ENTRY NO. 362227 IN BOOK 1020, PAGES 1272-1274.

ALSO INCLUDED THEREIN ALL OF LOTS 26, 27, 36, 38, 39, 41, 59, AND 60 OF TALISMAN PHASE 1, AS DESCRIBED ON THAT TRUSTEE'S DEED UPON SALE AS RECORDED IN THE OFFICE OF THE WASATCH COUNTY RECORDER AS ENTRY NO 382291 IN BOOK 1063, PAGES 1010-1014.

CONTAINING 2349.319 ACRES MORE OR LESS

TOGETHER WITH:

PARCEL B (AS-SURVEYED)

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SAID POINT BEING N89°24'50"E ALONG SAID NORTH LINE, 643.93 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 3; THENCE N00°15'47"W 658.00 FEET; THENCE N89°26'54"E 535.03 FEET; THENCE S00°24'58"E 657.65 FEET; THENCE S89°24'41"W 536.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 352,531 SQUARE FEET OR 8.093 ACRES MORE OR LESS

PARCEL B (RECORD)

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AS DESCRIBED IN THE OFFICE OF THE WASATCH COUNTY RECORDER AS ENTRY # 403725 BOOK 1111 PAGE 0003:

THE EAST HALF OF THE SOUTH HALF OF THE SOUTH WEST QUARTER OF THE SOUTHWEST QUARTER SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN:

LESS AND EXCEPTING THEREFROM:

Solutions You Can Build On™
Civil Engineering • Land Planning • Structural Engineering • Landscape Architecture • Land Surveying • Construction Surveying
5160 S 1500 W • Riverdale, Utah 84405 • Tel: 801-621-3100 • Fax: 801-621-2666
ogden@reeve-assoc.com • reeve-assoc.com



A RECTANGLE LOCATED ALONG THE WEST EDGE OF SAID PROPERTY RUNNING THE ENTIRE LENGTH OF SAID PROPERTY IN A NORTH SOUTH DIRECTION WITH SUCH WIDTH IN AN EAST WEST DIRECTION SO THAT SAID RECTANGLE CONTAINS 2 ACRES.

LESS AND EXCEPTING FROM PARCEL A, PARCELS C AND D AS DESCRIBED BELOW

PARCEL C

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING 729.94 FEET N0°01'40"E AND 660.99 FEET S89°58'20"E FROM THE CENTER QUARTER CORNER OF SAID SECTION 3 ND RUNNING; THENCE N00°01'19"E 729.37 FEET; THENCE N89°41'47"E 660.93 FEET; THENCE S00°00'57"W 730.99 FEET; THENCE S89°50'13"W 661.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 482616 SQUARE FEET OR 11.079 ACRES MORE OR LESS

PARCEL D

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 3 AND RUNNING; THENCE S89°58'41"E ALONG THE QUARTER SECTION LINE 661.07 FEET; THENCE S00°01'18"W 659.88 FEET; THENCE N89°59'59"W 661.14 FEET; THENCE N00°01'39"E ALONG THE QUARTER SECTION LINE 660.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 436331 SQUARE FEET OR 10.017 ACRES MORE OR LESS

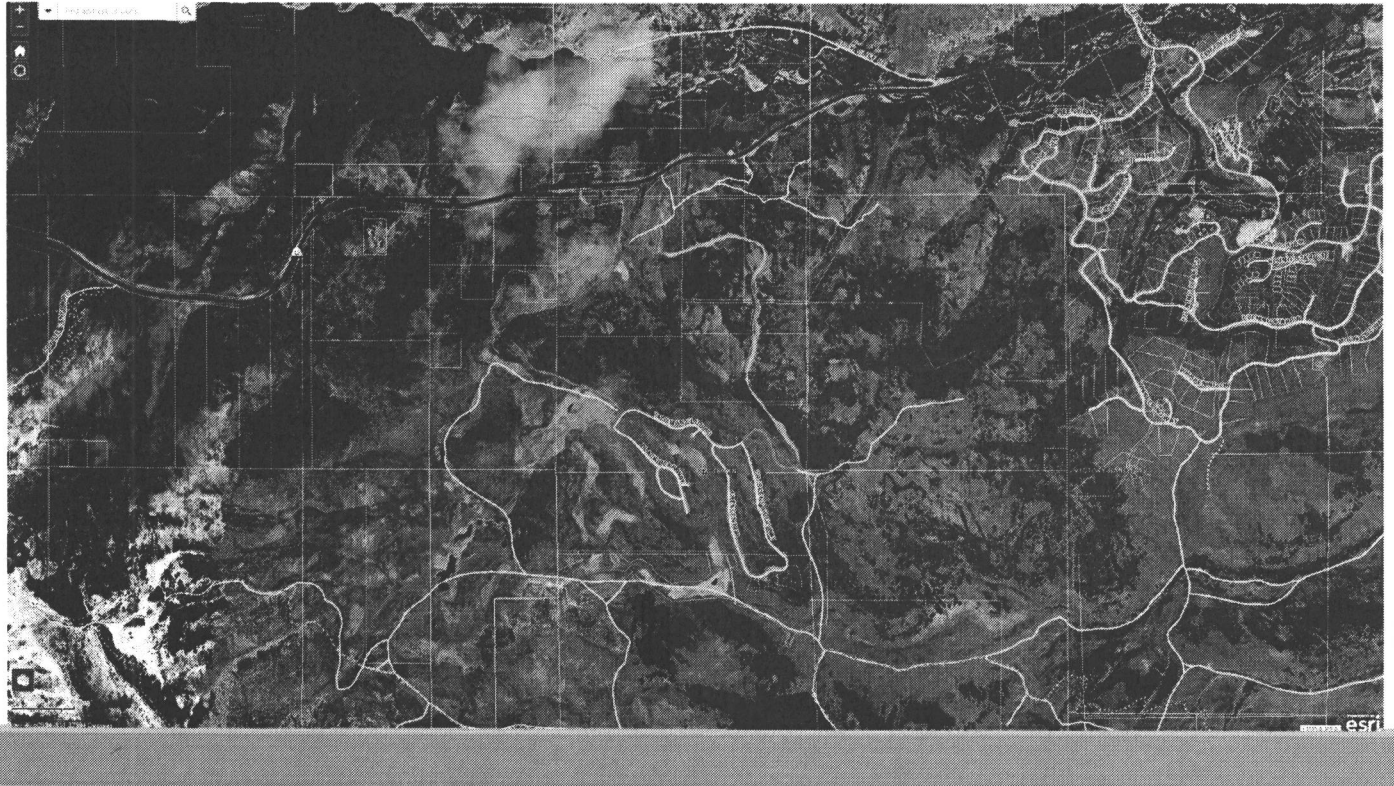
(NET ACREAGE OF PARCEL A LESS AND EXCEPTING PARCELS C AND D IS 2328.221 ACRES MORE OR LESS)

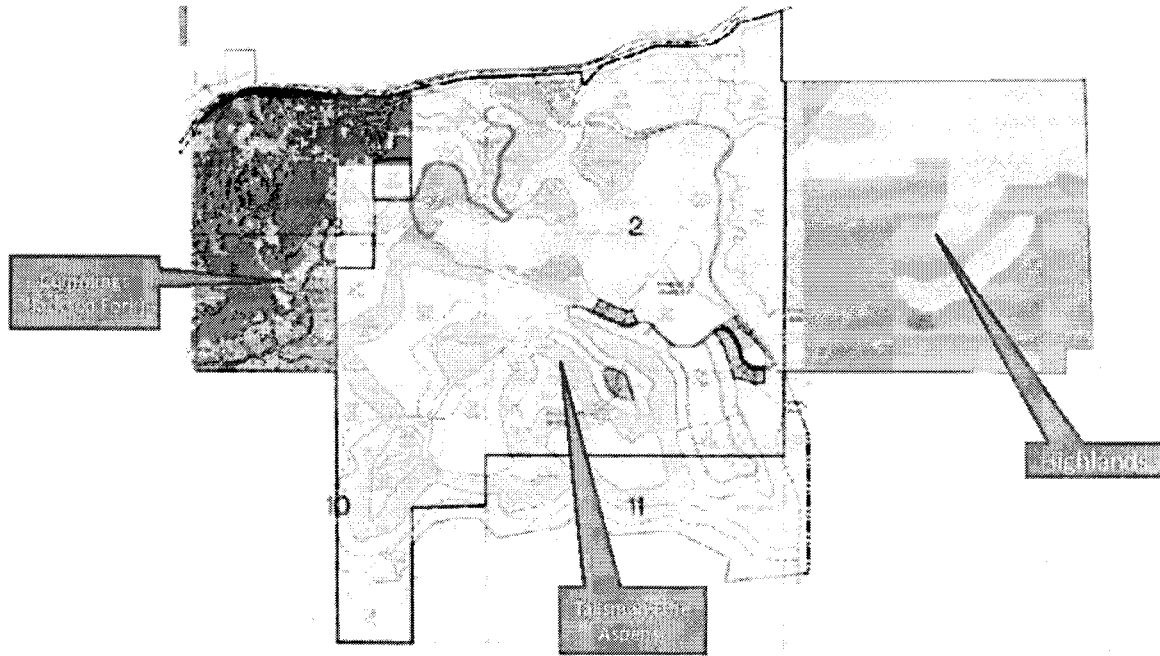
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5160 S 1500 W • Riverdale, Utah 84405 • Tel: 801-621-3100 • Fax: 801-621-2666
ogden@reeve-assoc.com • reeve-assoc.com

EXHIBIT B
to
PROJECT DEVELOPMENT AGREEMENT

[Preliminary Plan]






Project Summary

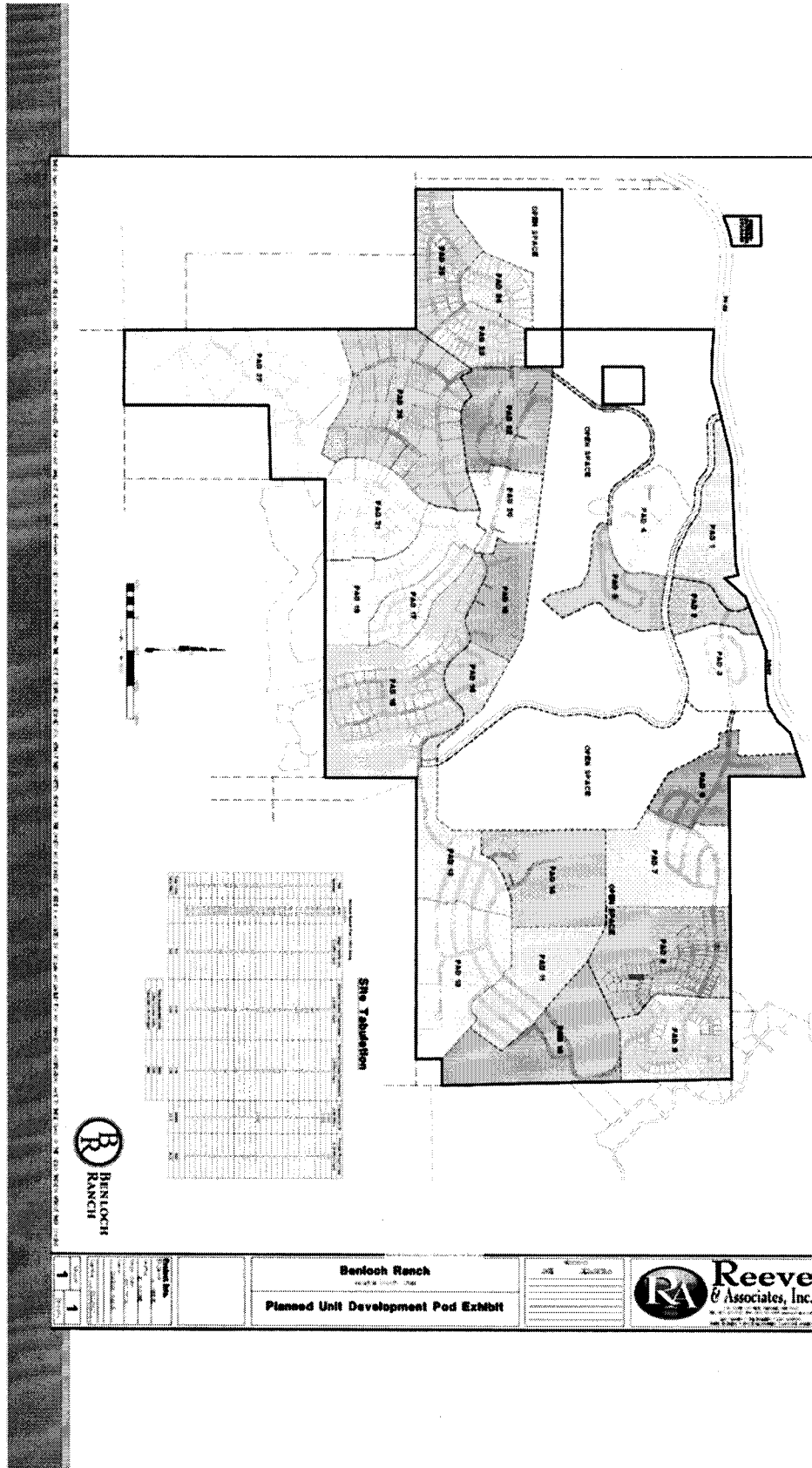
1. 2,345 acres
2. Recorded entitlement agreement
3. A maximum of 2,046 ERU's
4. 56% open space 1,259 acres
5. Mixture of single-family lots, attached units, Fire Side resort proposal with overnight rental cabins and commercial and retail uses.
6. Settlement agreement allows a density of up to 2,046 ERU's if in compliance with all required codes.
7. Detached single-family lot sizes range from a minimum about 1/3 acre up to several acres.
8. Attached and detached condo and town house units are on 80'x80' building envelopes that will be recorded as a PUD.

History

This request is for overall preliminary approval of Benloch Ranch. The proposal is made up of three master plans totaling 2,345 acres and 2,046 ERU's. The master plans were entitled starting in 1997 with **Talisman (formerly the Aspens) that was granted 1,384 units, Highlands at Jordanelle which received master plan approval around 2005 for 550 ERU's** and finally the **Cummings (Jackson Fork) property with 152 ERU's (southern portion).**

In 2009 the County Council adopted resolution 2009-11 which authorized the issuance of bonds to pay for the infrastructure (sewer and water) for the above mentioned projects. The projects pledged to repay the bonds for the improvements. All three projects failed to pay the bond obligations. As a result of the default the JSSD (Jordanelle Special Service District) foreclosed on all three properties and attempted to convey the properties to the bond holders. **The bond holders sued the JSSD which precipitated a settlement agreement referred to as an entitlement agreement recorded as entry 429994.**

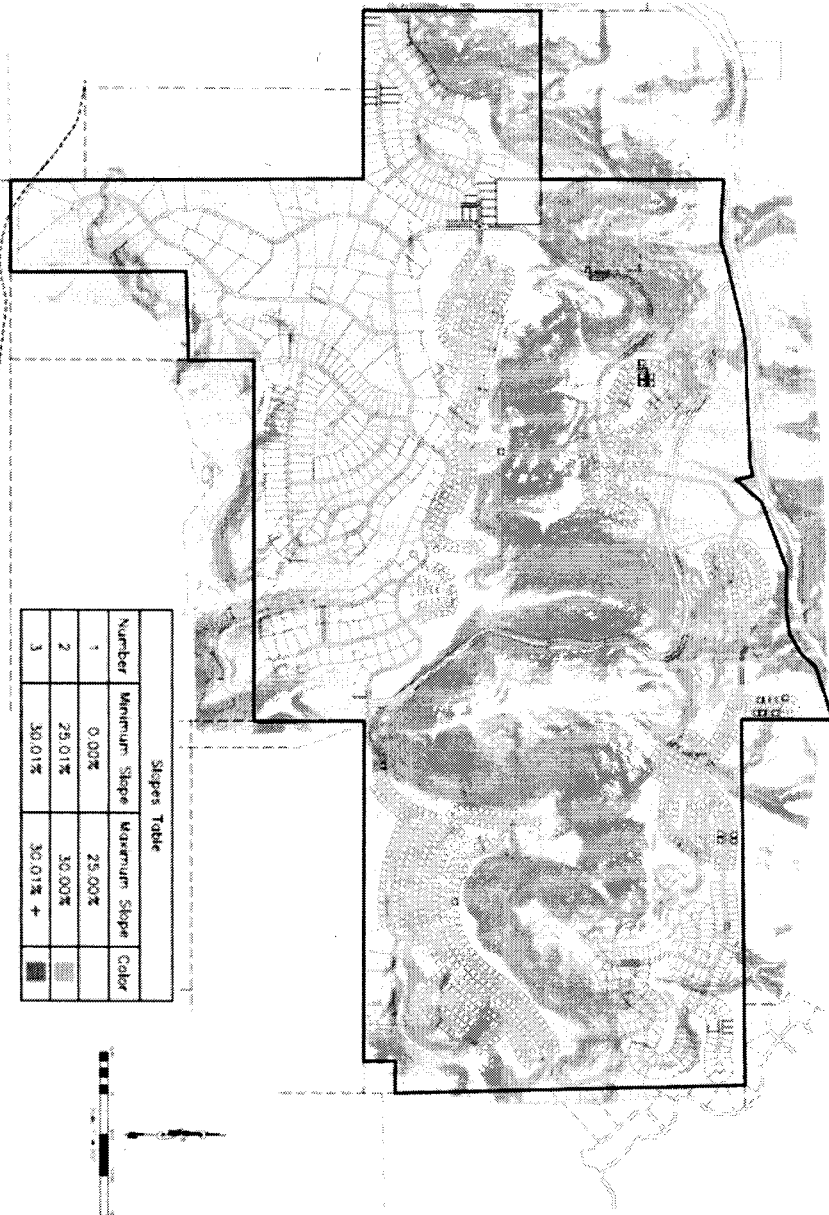




Density Breakdown:

- 532 single family lots (1 ERU each)
- 1,193 attached either condo or townhouse units (1 ERU for each unit)
- 178 detached condo/townhouse (1 ERU for each unit)
- 50,000 square feet of commercial (21.5 ERU's)
- 250 wheelhouse (Fireside Resort) units. 400 square foot nightly rentals located in the resort base area (+/- .33 of an ERU or as determined by the County Council.)
- Total units 1,903 (if counting the fireside units 2,153 units) or 2,007 ERU's.
- Sheet 177 of the latest plan set has a product type shown that does not comply with the latest lot layout or discussions. This cannot be part of the approval package.





Site Tabulation

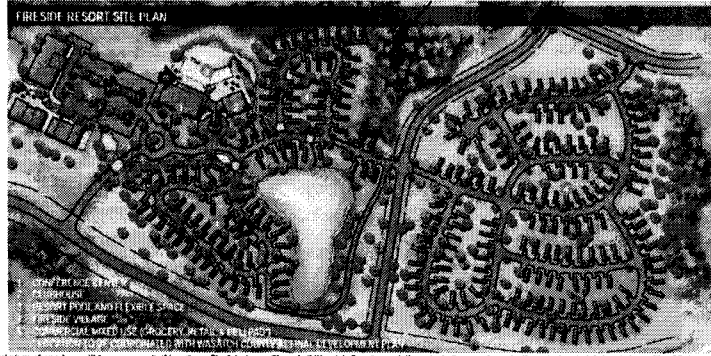
Bowloch Ranch Pad / ERU Sizing

Pad Number	Area Acres	Single Family Lots 1.0 ERU's Each	Attached Condo/Townhomes 1.0 ERU's Each	Detached Condo/Townhomes 1.0 ERU's Each	Commercial SF 0.06 ERU's	Firewise Resort Units 0.33 ERU's Each
1	50.10	0	0	0	25000	125
2	17.73	0	0	0	12500	125
3	46.04	0	0	0	0	0
4	42.32	0	0	0	0	0
5	45.25	0	0	0	0	0
6	43.73	0	0	0	0	0
7	74.44	0	0	0	0	0
8	40.13	77	0	0	0	0
9	44.14	72	0	0	0	0
10	85.79	0	0	0	0	0
11	52.66	0	0	0	0	0
12	78.10	0	0	0	0	0
13	55.48	0	0	0	0	0
14	77.34	0	0	0	0	0
15	138.57	0	0	0	0	0
16	28.01	0	0	0	0	0
17	30.89	29	0	0	0	0
18	17.73	0	0	0	0	0
19	65.13	55	0	0	0	0
20	32.89	0	0	0	0	0
21	60.66	49	0	0	0	0
22	61.44	0	0	0	0	0
23	21.93	42	0	0	0	0
24	17.20	12	0	0	0	0
25	47.75	53	0	0	0	0
26	142.25	19	0	0	0	0
27	166.95	15	0	0	0	0
Total Units		532	1193	178	50000	250
Total ERU's		532	1193	178	21.5	82.5

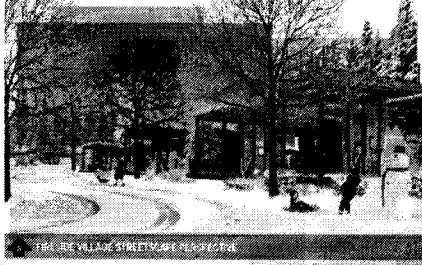
Total Residential Units	1802
Total Firewise Units	250
Total ERU's for Project	2052

[The blue arrows inserted throughout this Exhibit B were part of the PowerPoint presented to the Council, and were inserted by the Planner in conjunction with Condition 7(c).]

Fireside Resort Plan



Note: Landscape Architectural plans shown here within are conceptual in nature. Final designs will meet all Wasatch County regulations, including species selection, plant material size and quantity. All disturbed areas not otherwise planned will be hydroseeded with an appropriate native, drought tolerant seed mixture. All trees and shrubs shall be watered by drip irrigation systems. Grass and ground covers shall be watered by spray irrigation systems.



FIRESIDE VILLAGE STREETSCAPE PERSPECTIVE



CONFERENCE CENTER & CLUBHOUSE PERSPECTIVE



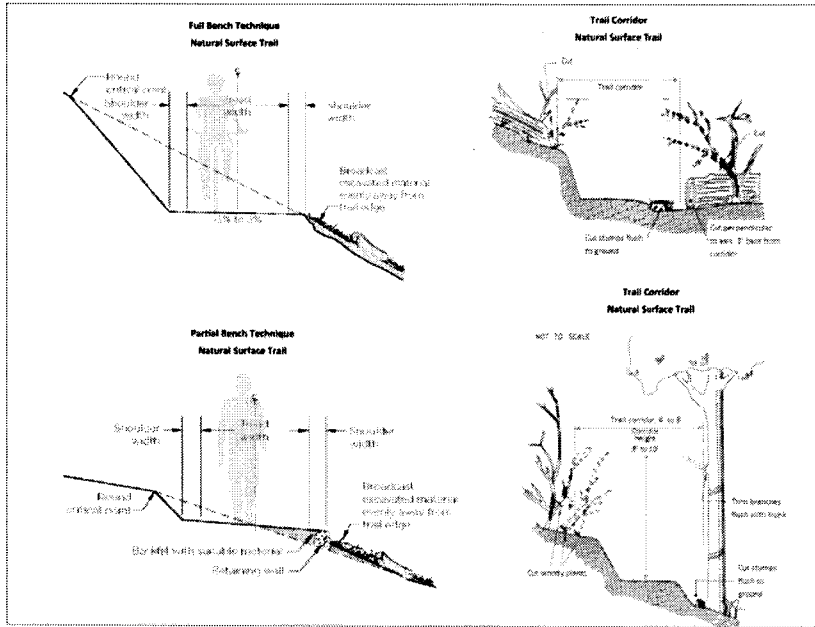
BENLOCH RANCH

DEVELOPMENT AMENITIES

11.2 SHEET 164 OF 178



BENLOCH RANCH
 PRELIMINARY SUBMITTAL
 WASHINGTON COUNTY, IDAHO



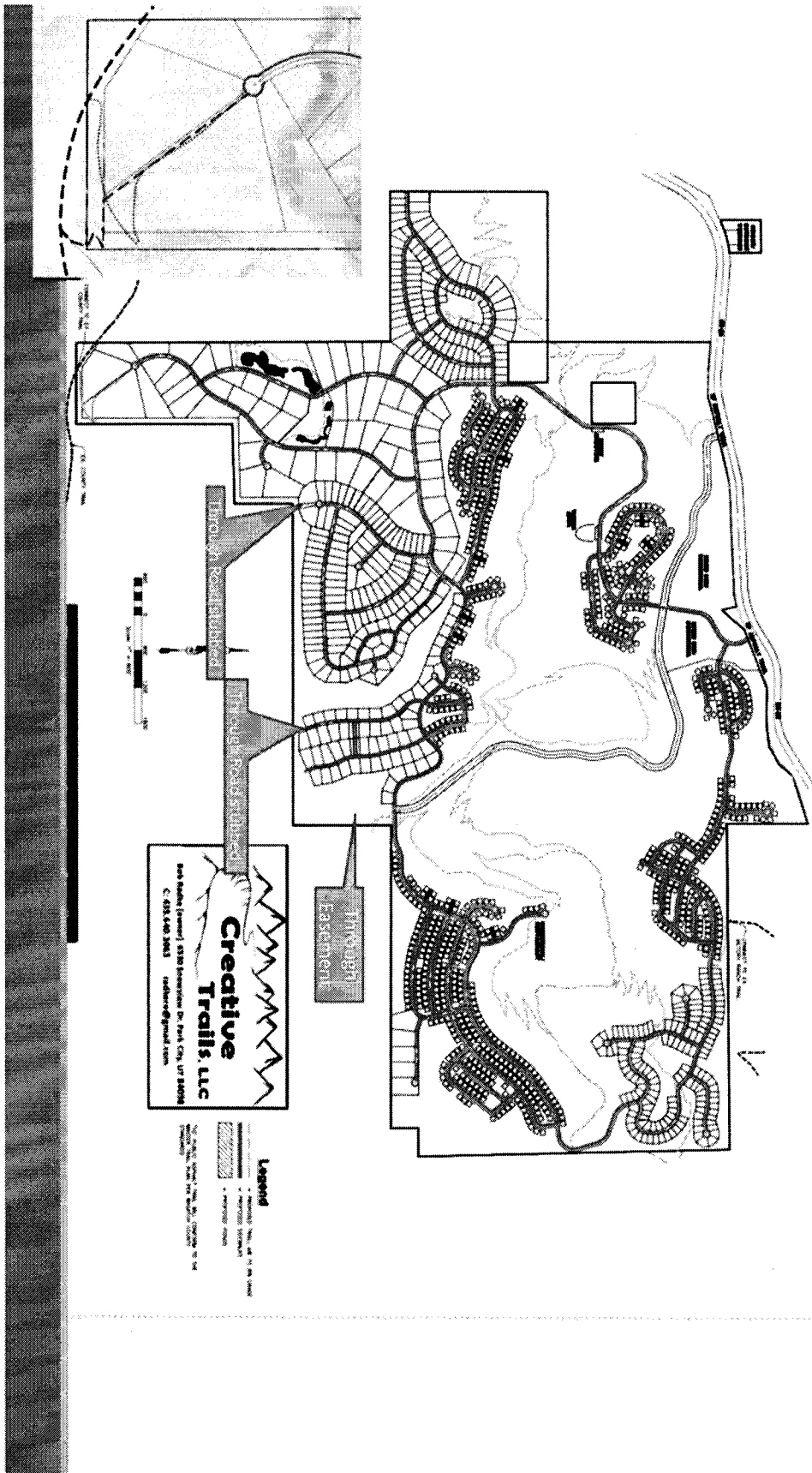
Creative Trails LLC
 844 Maple Street | 9122 Encinitas, CA, San Diego, CA 92083
 C: 760.444.1363 | info@createtrails.com

Reeve
PARB
NEOVELD

**BENLOCH RANCH
 PRELIMINARY SUBMITTAL**
 HUNTERS COUNTRY, USA



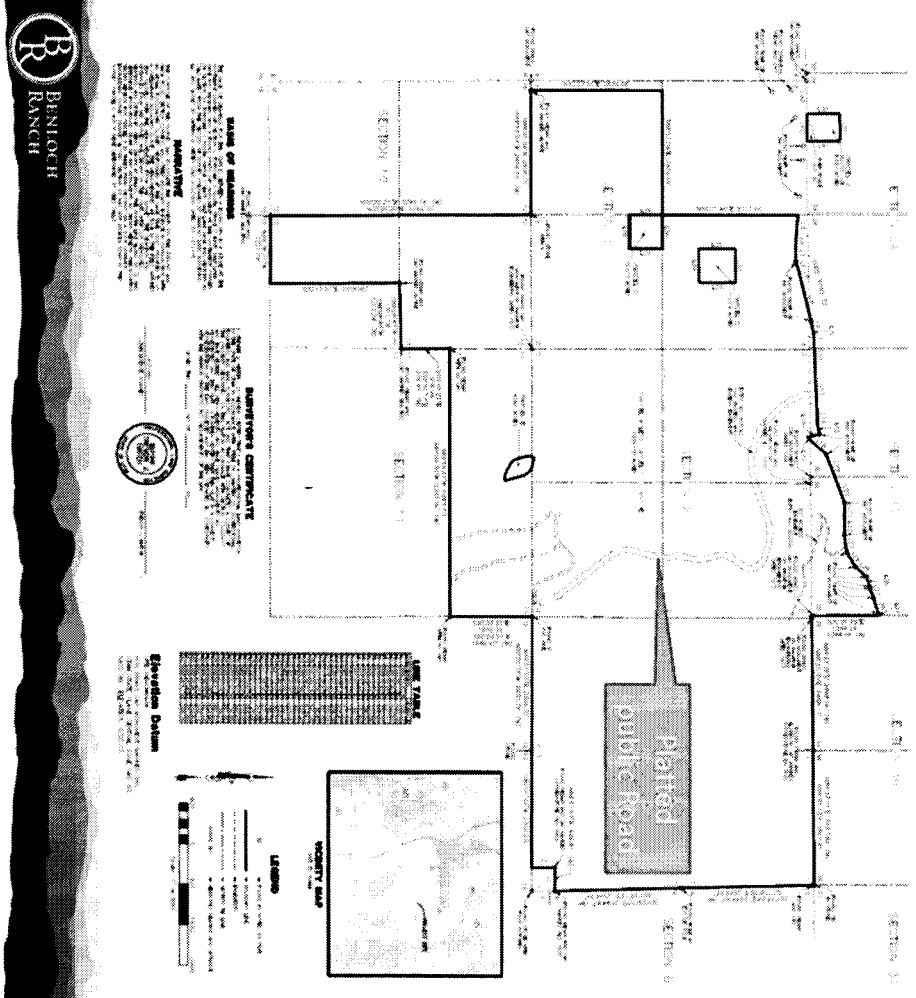
PEDESTRIAN PLAN
 5.2 | SHEET 6 OF 178



Creative Trails, LLC
 600 Maple Avenue | 5120 Southwest Dr. Park City, UT 84098
 C: 435.540.3043 | info@creative-trails.com

Hydrograph
 Elevation

Legend
 • PROPOSED STREET
 • PROPOSED POND



STATE OF MINNESOTA
County of Hennepin
Map No. 1207

Surveyor's Certificate
 I, the undersigned, a duly licensed and sworn Surveyor of the State of Minnesota, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner thereof.

Section Datum
 The section datum for this survey is the intersection of the center line of the Platted public Road and the center line of the section line.

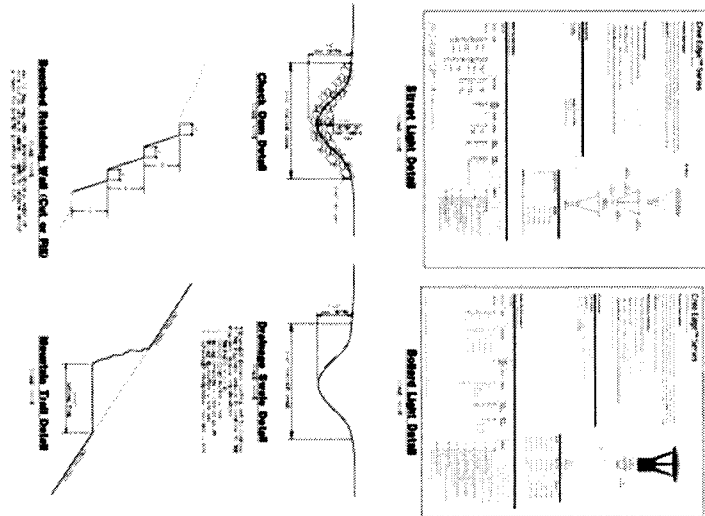
NEW TABLE

SECTION 1	SECTION 2	SECTION 3	SECTION 4
SECTION 5	SECTION 6	SECTION 7	SECTION 8
SECTION 9	SECTION 10	SECTION 11	SECTION 12
SECTION 13	SECTION 14	SECTION 15	SECTION 16





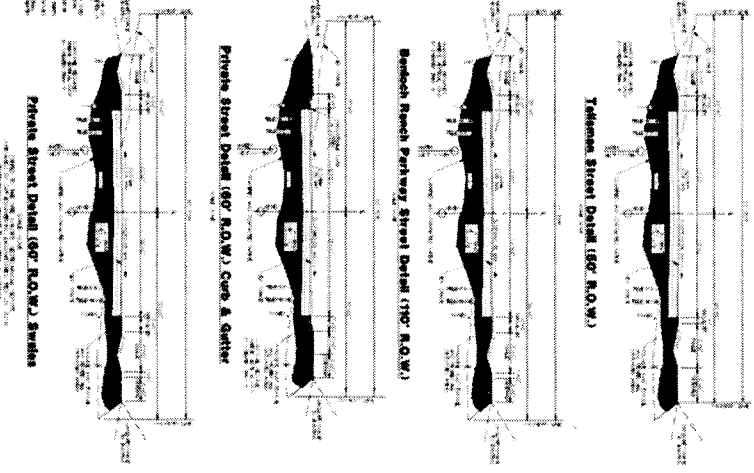
STREET CROSS SECTIONS & DETAILS
10 | SHEET 154 OF 178



General Street Section Notes

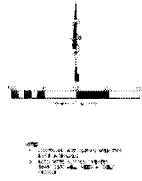
Legend

- 1. 12" CONC. CURB
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- 99. 12" CONC. GUTTER
- 100. 12" CONC. GUTTER

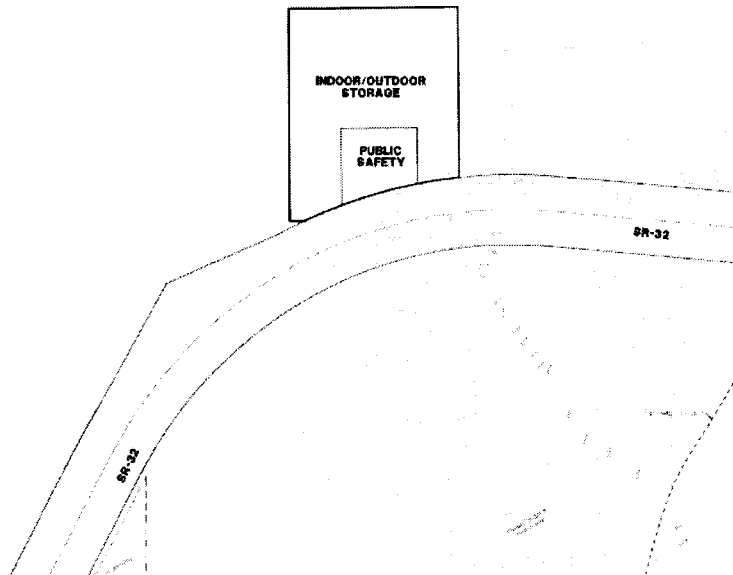


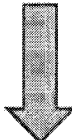
BENLOCH RANCH
PRELIMINARY SUBMITTAL
WASATCH COUNTY, USA





Property was not part of the original master plans but was included in the settlement agreement.





Benloch Ranch, LLC
10700 BENTLEY AVENUE
DALLAS, TEXAS 75243

INDOOR STORAGE SITE PLAN

Note: Landscaping architectural plans shown here address an area within the site. Final design will meet all Benloch County regulations, including species selection, plant material size and quality. All detailed areas not otherwise defined shall be provided with an appropriate native drought tolerant seed mixture. All trees and shrubs shall be selected by the irrigation system. Grass and ground covers shall be selected by the irrigation system.

BENLOCH RANCH

Architectural elevations shown here within an one-quarter mile radius. Final design will meet all Benloch County regulations, including all details and all landscape design.

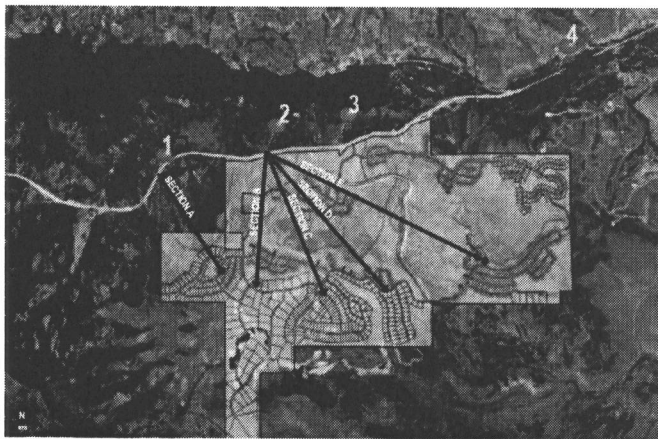
DEVELOPMENT AMENITIES

BENLOCH RANCH PRELIMINARY SUBMITTAL

10700 BENTLEY AVENUE, DALLAS, TEXAS 75243

Revere

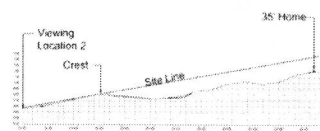
NEEDFIELD



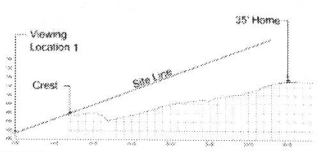
RIDGELINE ANALYSIS



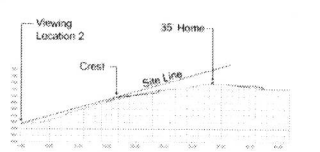
SECTION C



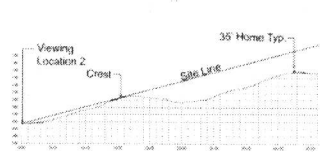
SECTION D



SECTION A



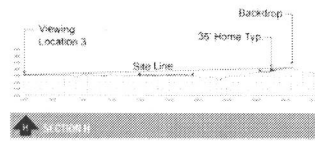
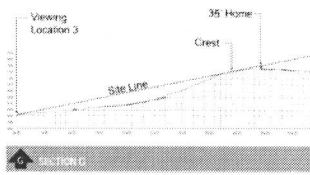
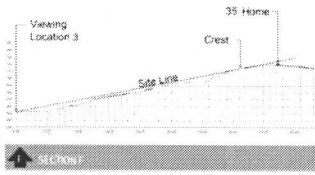
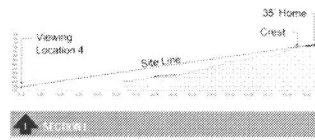
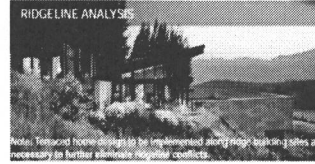
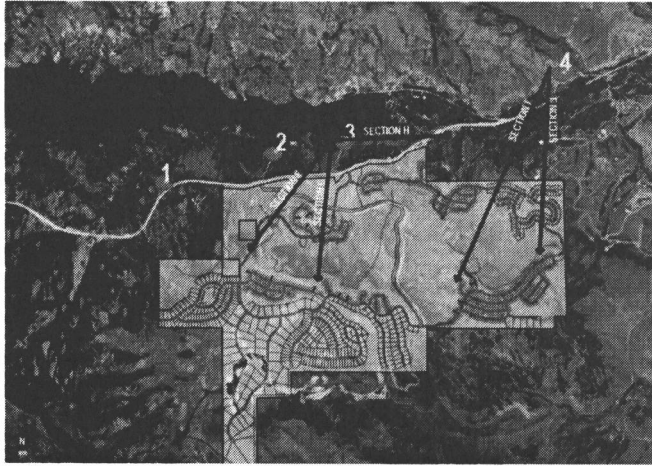
SECTION B



SECTION C

BENLOCH RANCH
PRELIMINARY SUBMITTAL
HARRIS COUNTY, TEXAS

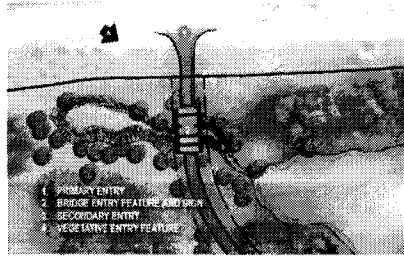
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BY: [Name]
PROJECT: [Name]
DRAWING: [Name]



Amenity discussion



Corresponds to #1 on rendered site plan



Reeve

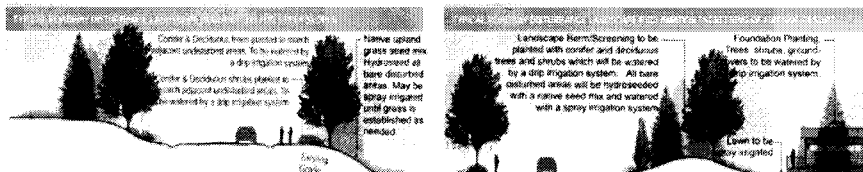
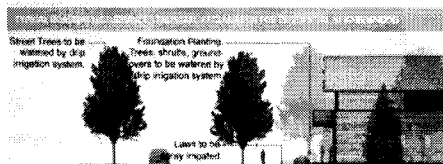
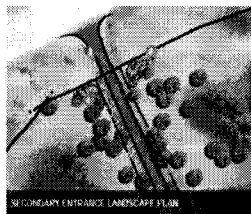
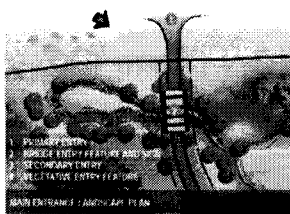
LANDSCAPE ARCHITECTURE

NEDEVELLO

BENLOCH RANCH
PRELIMINARY SUBMITTAL



ENTRANCE FEATURES
1/1 SHEET 147 OF 176



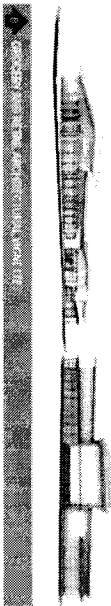
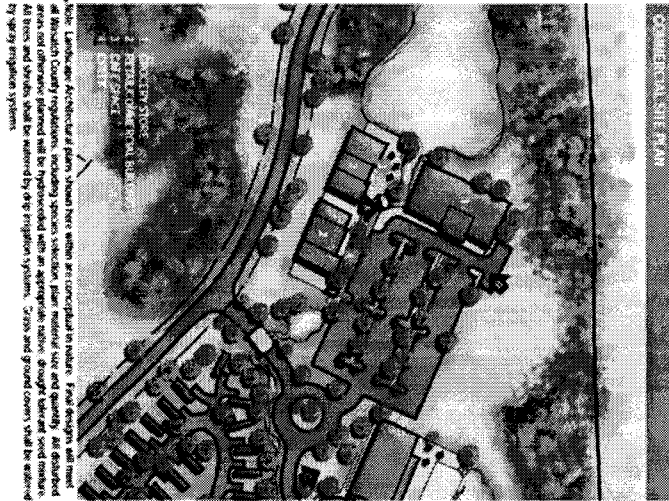
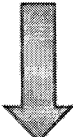
Note: Landscape Architectural plans shown here within are conceptual in nature. Final designs will meet all Weavah County regulations, including species selection, plant material size and quantity. All disturbed areas not otherwise planned will be hydroseeded with an appropriate native, drought tolerant seed mixture. All trees and shrubs shall be watered by drip irrigation systems. Grass and ground covers shall be watered by spray irrigation systems.



ENTRANCE FEATURES / TYPICAL ROAD REVEGETATION

BENLOCH RANCH
PRELIMINARY SUBMITTAL

Corresponds to #2
on rendered site
plan



Note: Architectural plans shown here within are conceptual in nature. Final designs will need to be approved at Benloch County regulations including at setbacks and 35 maximum height.

DEVELOPMENT AMENITIES

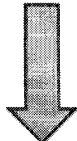
1511 SWEET ISLAND DR

BENLOCH RANCH
PRELIMINARY SUBMITTAL

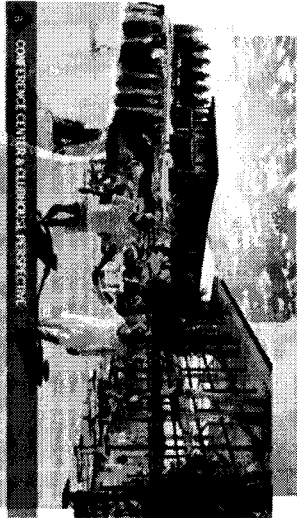
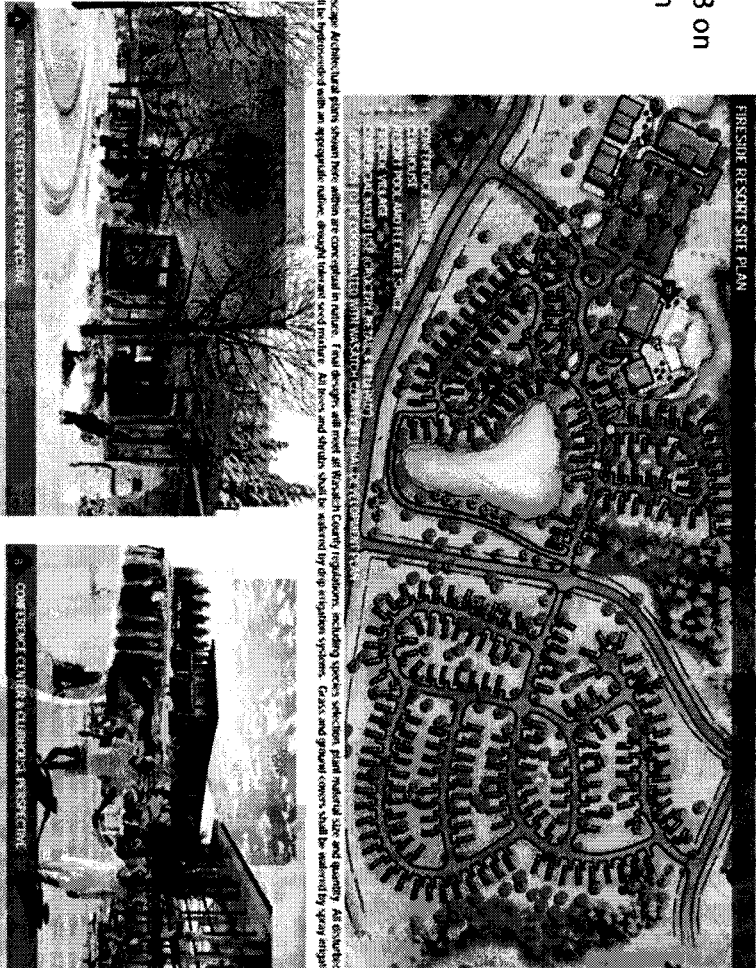
2024.01.15.2024.01.15



Corresponds to #3 on rendered site plan



Note: Landscape Architectural Plans shown here are conceptual in nature. Final designs will meet all local regulatory requirements, including species protection, site and quantity. All structural areas not otherwise planned will be improved with an appropriate native, drought tolerant vegetation. All trees and shrubs shall be selected by drip irrigation systems. Grass and ground covers shall be selected by spray irrigation systems.



DEVELOPMENT AMENITIES
SHEET INDEX 178

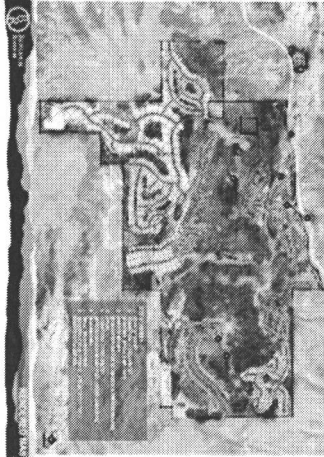
BENLOCH RANCH
PRELIMINARY SUBMITTAL
WASCO, CALIFORNIA, USA

NEEDLEFIELD

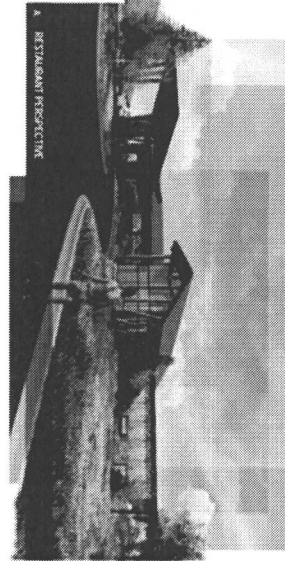


Reeve's

Corresponds to #5 on rendered site plan



BENLOCH RANCH PRELIMINARY SUBMITTAL



Note: Architectural plans shown here within are conceptual in nature. Final designs will need to comply with local County regulations, including all setbacks and all minimum heights.

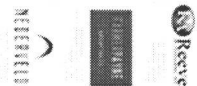


Note: Landscape Architectural plans shown here within are conceptual in nature. Final designs will meet all local County regulations, including species selection, plant material size and quantity. All structures and outdoor furniture will be hybridized with an appropriate material, design, color and finish. All trees and shrubs shall be selected by the irrigation system. Grass and ground covers shall be selected by the irrigation system.

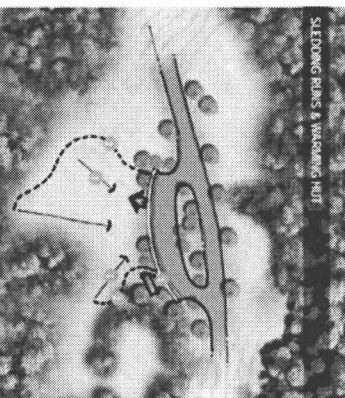
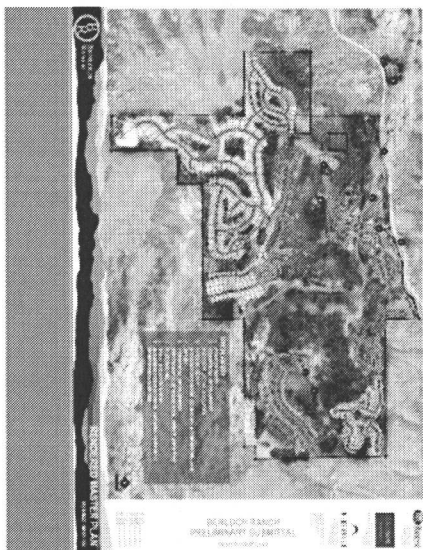


DEVELOPMENT AMENITIES
BENLOCH RANCH

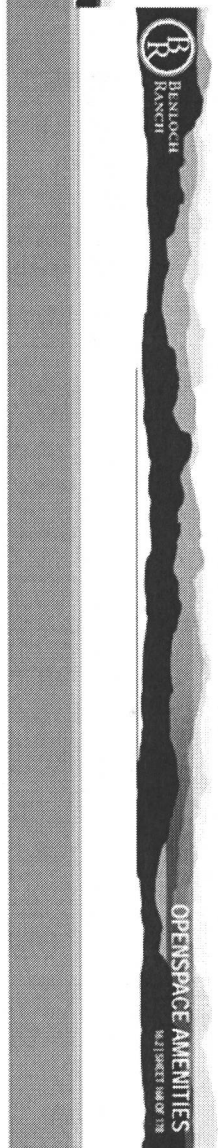
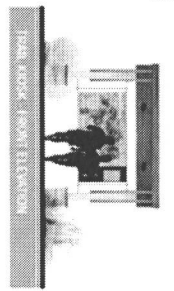
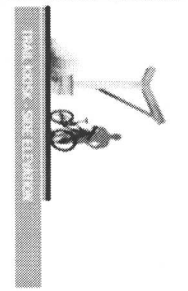
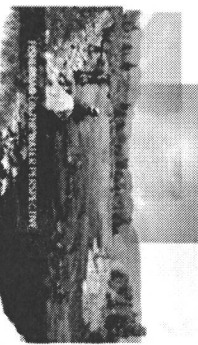
BENLOCH RANCH PRELIMINARY SUBMITTAL



Corresponds to #6 on rendered site plan

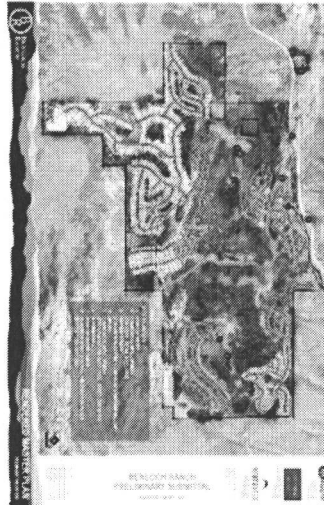


Note: Landscape Architectural plans shown here within are conceptual in nature. Final design will meet all applicable County regulations, including special use/overlay district rules and programmatic rules. Design features and materials. All trees and shrubs shall be selected by the irrigation systems. Grass and ground covers shall be selected by spray irrigation systems.



BENLOCH RANCH
PRELIMINARY SUBMITTAL
SOUTHERN COUNTY, CA

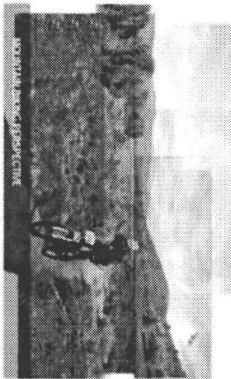
Corresponds to #4,
5, and 7 on rendered
site plan



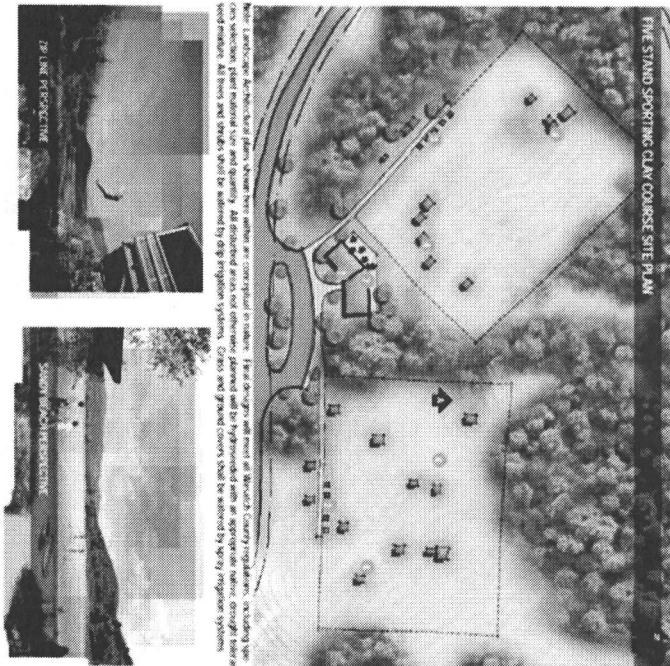
- SITE SQUARES**
- 1. LOBBY
 - 2. CLUB HOUSE
 - 3. RESTAURANT
 - 4. SALES CENTER



CLUBHOUSE INTERIOR

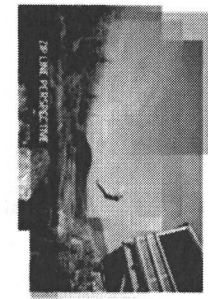


CLUBHOUSE EXTERIOR

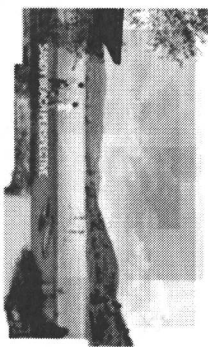


FINE STAND SPORTING CLAY COURSE SITE PLAN

Note: Landscaping for this site plan is shown for informational purposes only. Final design will meet all applicable County regulations. On-site parking spaces, including those for the clubhouse, are shown for informational purposes only. All distances shown are approximate and should be verified by site visit. All dimensions and quantities are approximate and should be verified by site visit. All dimensions and quantities are approximate and should be verified by site visit.



GREEN AND FAIRWAY

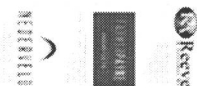


GREEN AND FAIRWAY



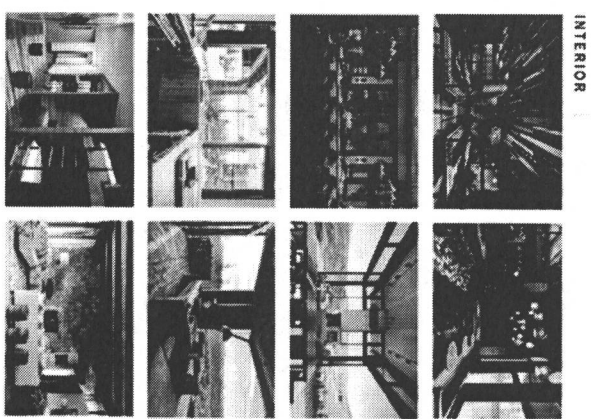
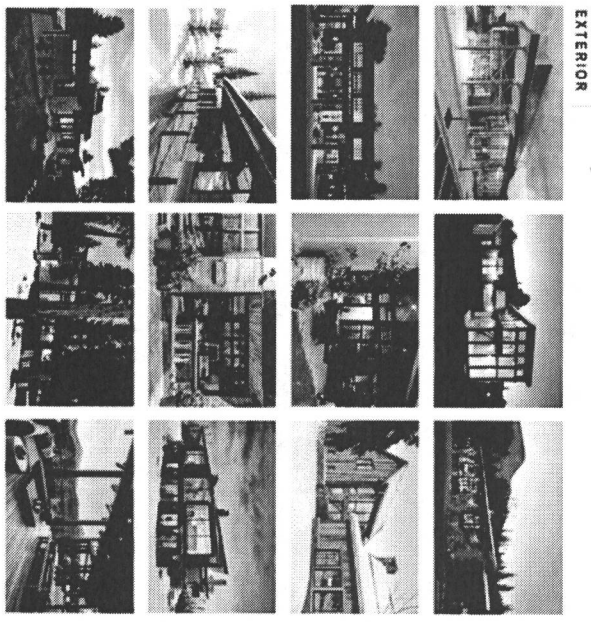
BENLOCH RANCH
PRELIMINARY SUBMITTAL
SHEET 11 OF 17

BENLOCH RANCH
PRELIMINARY SUBMITTAL
www.benloch.com





ARCHITECTURAL PRECEDENT IMAGES
18.1 SHEET 183 OF 178



BENLOCH RANCH
PRELIMINARY SUBMITTAL
WASATCH COUNTY, USA

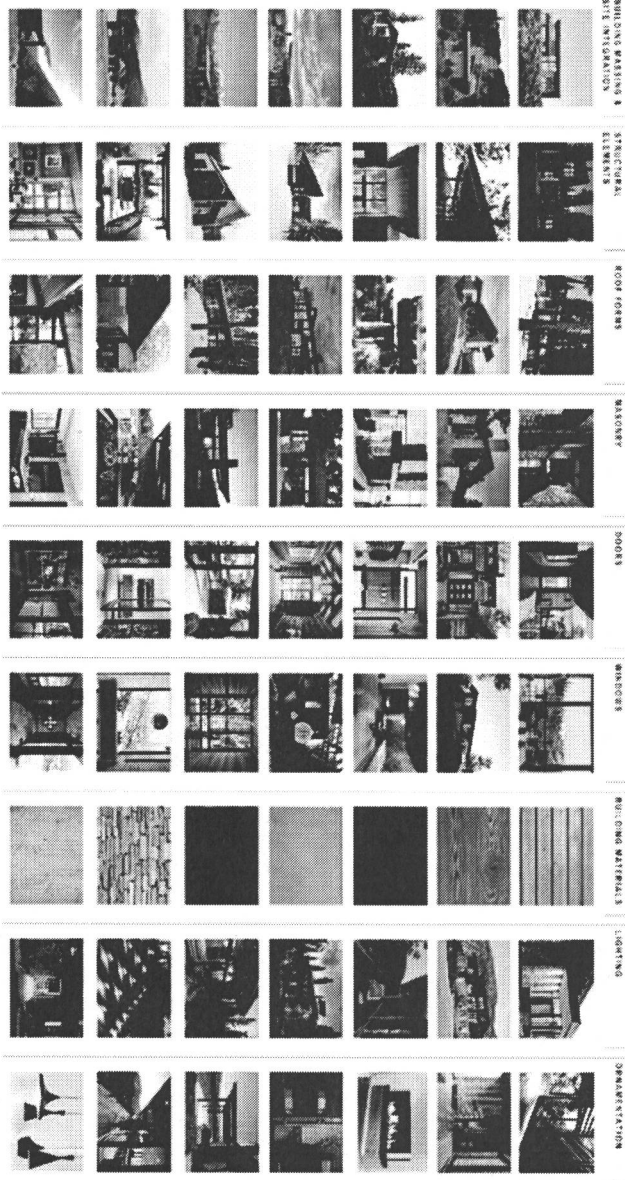


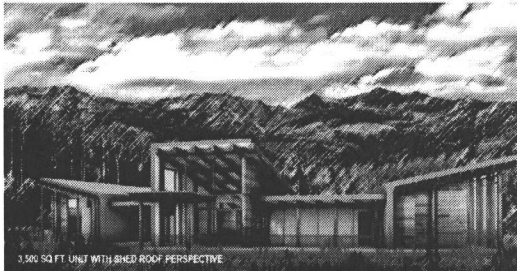


BENLOCH RANCH

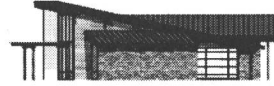
ARCHITECTURAL PRECEDENT IMAGES

19.21 SHEET 11/01 OF 118





3,500 SQ FT UNIT WITH SHED ROOF PERSPECTIVE



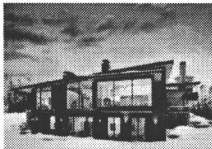
Reeve

ARCHITECTURE

NEEDVELO

ARCHITECTURE

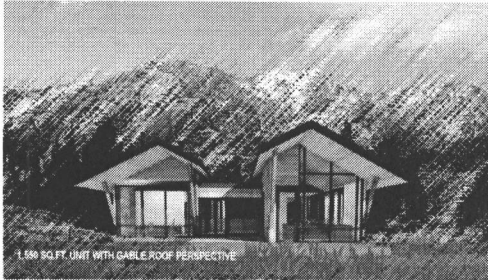
BENLOCH RANCH
PRELIMINARY SUBMITTAL
WASATCH COUNTY, UTAH



Note: Architectural plans shown here within are conceptual in nature. Final designs will meet all Wasatch County regulations, including all setbacks and 35' maximum height.



RESIDENTIAL PLANS
20.1 | SHEET 171 OF 176



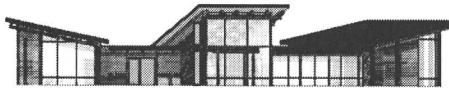
1,500 SQ.FT. UNIT WITH GABLE ROOF PERSPECTIVE



SCALE: 1/8" = 1'-0"



SCALE: 1/8" = 1'-0"



SCALE: 1/8" = 1'-0"



BENLOCH RANCH
PRELIMINARY SUBMITTAL
WEAATCH COUNTY, USA



Note: Architectural plans shown here within are conceptual in nature. Final designs will meet all Weatch County regulations, including all setbacks and 35' maximum height



RESIDENTIAL PLANS

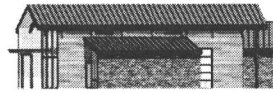
20.2 | SHEET 172 OF 176



1,700 SQ.FT. UNIT WITH GABLE ROOF PERSPECTIVE



1,700 SQ.FT. UNIT



1,700 SQ.FT. UNIT



1,700 SQ.FT. UNIT



Note: Architectural plans shown here within are conceptual in nature. Final designs will meet all Wasatch County regulations, including all setbacks and 35' maximum height



BENLOCH RANCH

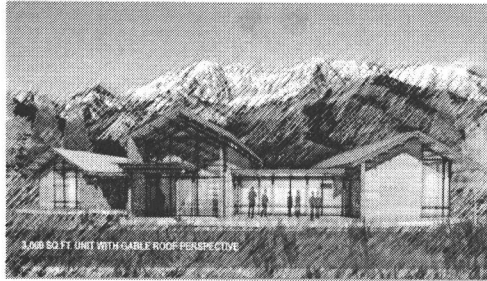
RESIDENTIAL PLANS

20.3 | SHEET 173 OF 176



BENLOCH RANCH
PRELIMINARY SUBMITTAL
WASATCH COUNTY, UTAH

DATE: 10/15/11
DRAWN BY: [Name]
CHECKED BY: [Name]
PROJECT NO: [Number]



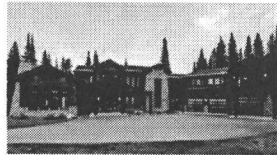
3,089 SQ. FT. UNIT



3,089 SQ. FT. UNIT



3,089 SQ. FT. UNIT



Note: Architectural plans shown here within are conceptual in nature. Final designs will meet all Wasatch County regulations, including all setbacks and 35' maximum height



BENLOCH RANCH

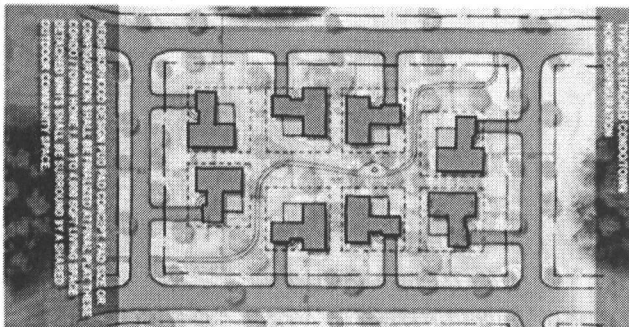
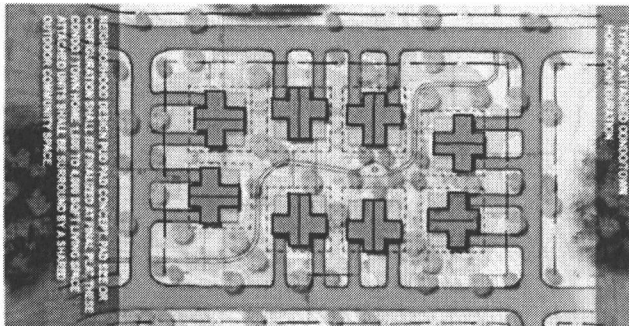
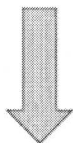
RESIDENTIAL PLANS

204 | SHEET 174 OF 176

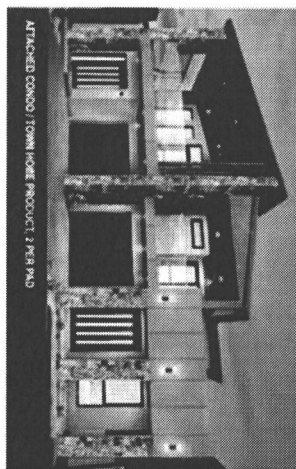


BENLOCH RANCH
PRELIMINARY SUBMITTAL
WASATCH COUNTY, UTAH

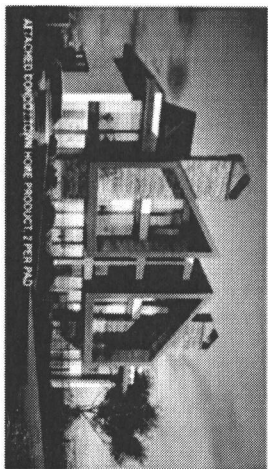
Representations
do not comply
with footprints
shown.



Note: Landscape Architectural plans shown here within are conceptual in nature. Final landscape design will be substantially similar to those and will meet all Washita County regulations, including street widening, utility material size and quantity. All disturbed areas and structures planned will be hydrosed with an appropriate water, siltment retention, siltment retention, siltment retention seed matrix. All trees and shrubs shall be selected by the irrigation systems. Grass and ground covers shall be selected by the irrigation systems.



ATTACHED CONDO/TOWN HOME PRODUCT 2 PER PAD



ATTACHED CONDO/TOWN HOME PRODUCT 2 PER PAD

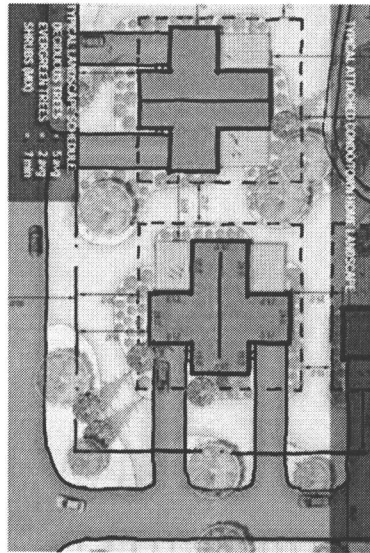
Note: Architectural plans shown here within are conceptual in nature. Final designs will be of similar character, quality, style and craftsmanship and will meet all Washita County regulations, including all setbacks and 35 maximum height.



RESIDENTIAL PLANS
12/1 SHEET 171 OF 178

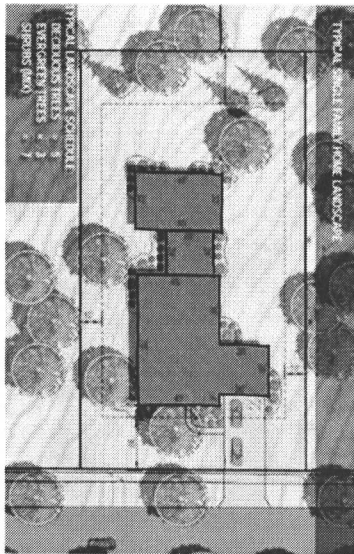
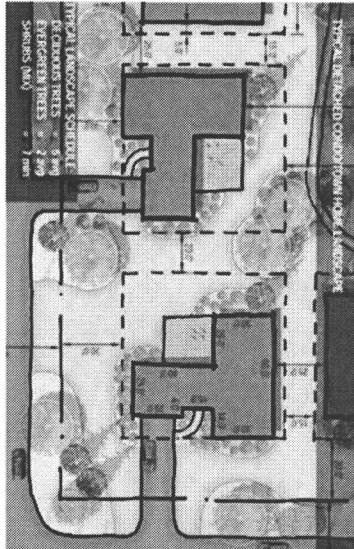
BENLOCH RANCH
PRELIMINARY SUBMITTAL
WASATCH COUNTY, WVA





Note: Landscape Architectural plans shown here within are conceptual in nature. Final designs will meet all Mendocino County regulations, including species selection, plant material size and quantity. All disturbed areas not otherwise planned will be hydroseeded with an appropriate native drought tolerant seed mixture. All trees and shrubs shall be watered by drip irrigation systems. Grasses and ground covers shall be selected by spray irrigation systems.

Note: Architectural plans shown here within are conceptual in nature. Final designs will meet all Mendocino County regulations, including all setbacks and 35' maximum height.



BENLOCH RANCH

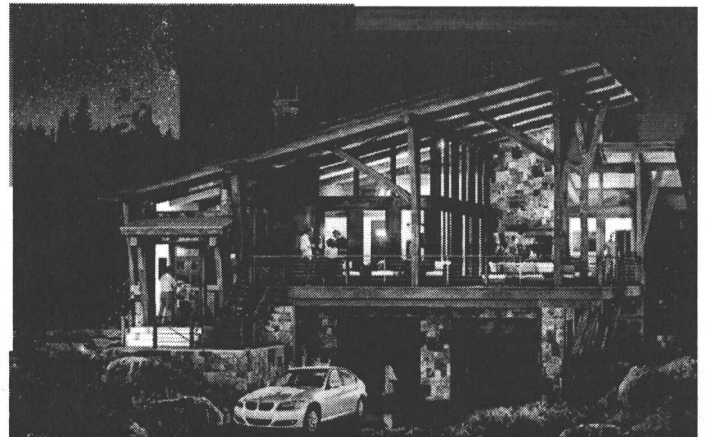
TYPICAL RESIDENTIAL LANDSCAPE PLANS

201 SHEET 17 OF 17A

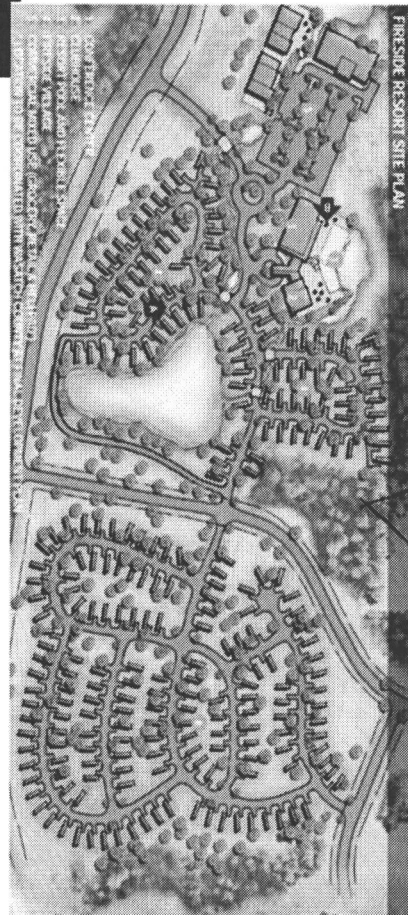
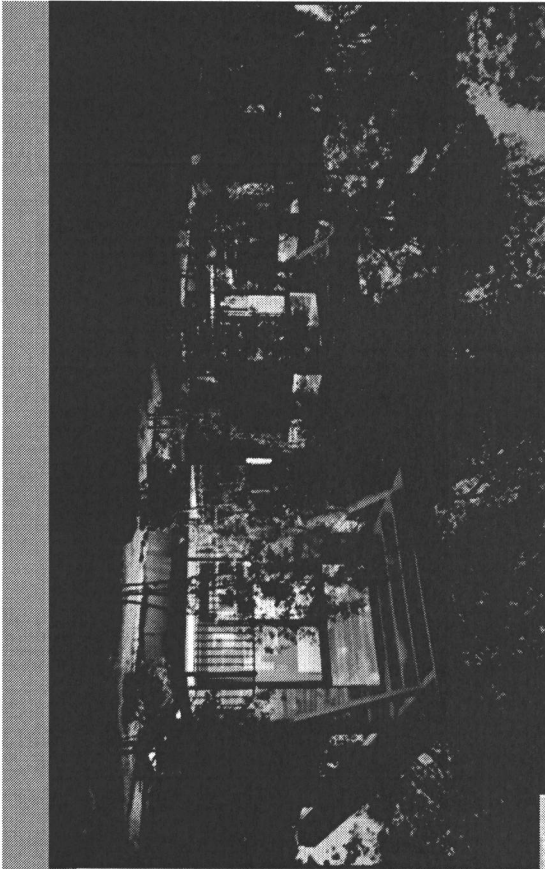
BENLOCH RANCH
 PRELIMINARY SUBMITTAL

WASATCH PARTNERS, USA

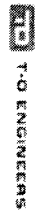








June 4, 2019



Mark Dwyer
25 Madison Street
Newbury Park, CA 91320

RE: Preliminary Plan Approval
Bunkers Ranch

Dear Mr. Dwyer:

T-O Engineers was requested by Winatki County to perform a review of Bunkers Ranch Preliminary Plan prepared by Bunkers Ranch, Inc. The review included the following items: Review Bunkers Ranch Preliminary Plan dated 5/10/19 to ensure that the proposed development meets the requirements for preliminary approval. Once reviewed preliminary approval will be forthcoming from Winatki County. The review was completed on 6/4/19.

1. The two access roads to the development do not meet Section 14.27.01.2. The two access roads are required to be a minimum width equal to or less than one half of the width of the main travel lane. The access roads are currently 3.100' wide and need to be a minimum of 7.500' wide. Preliminary approval of this project will require the widening of the roads.
2. A civil site plan showing road layout for 14.27.01.2 requirements will be required prior to final approval. Easements will be required for all paving throughout. Some of the proposed building pads may need to be relocated to provide additional parking spaces.
3. Additional site plan analysis will be required for any building or structure to a depth of 40' and building pads will need to comply with setback code. This may result in some building pads of the
4. Retaining wall will need to meet current county code and will not be allowed within proposed lots in total.
5. All final plans will need to have an engineer, fire-wire access, showing fire code requirements, lot with large car and fire, or other constraints will need to be designed prior to final approval.
6. Final plans will require updates at final site assessment for all lots will be required.
7. Boundary lines between lots will need to be reviewed. Title 14 of the Winatki County Code for road
8. 20' wide, which will be highlighted at final site assessment. Changes may require final plan.
9. Prior to final approval, an updated traffic impact report will be needed. The report should include traffic flow, industry standard traffic analysis software. The current report does not include traffic analysis software. The report will also need to take into consideration the traffic generated from adjacent development that will drive through Bunkers Ranch to access HWY 32.
11. Final site plan approval of parking plan will need to be submitted.

The comments provided are for the specific items reviewed. Comments made for items that require additional review are provided in the comments section.

The review is not intended to grant or deny any variances or deviations from applicable codes unless specifically noted and approved by the county engineer. Future submissions which include design alterations or additional information may require a new review of the site plan. I will be responsible for the design and construction of the subject project to meet all code requirements.

Signature:
T-O Engineers
Mark Dwyer



May 23, 2018

30A Engineering
421 West 20th Street, Suite 8
Riverside, CA 92502
Attention: Ryan Taylor
Email: RyanT@agewp.com

Subject: Geotechnical Review
Benton Slurry Wall Development
Section of Highway 12
Project No. 118038

Dear Ryan:

Applied Geotechnical Engineering Consultants, Inc. (AGEC) was requested to review from a geotechnical standpoint the grouting plans submitted May 10, 2018 for the proposed Benton Slurry Wall Development located north of Highway 12, south of the east arm of the Southern River in Riverside County, California. The project is located in the unincorporated area of Riverside County, California. The project is identified in the Riverside County General Plan as a site named July 27, 2018 under Project No. 118038. The GNT Engineering report originally reviewed is entitled "Geotechnical Engineering and Geologic Study", R-1 dated February 28, 2018.

The grouting plans show a number of "air walls" and "seal walls" up to 30 feet tall, typically 20 feet wide, and several areas of proposed cut slopes of slope steeper than 2 horizontal to 3 vertical and 1 horizontal to 1 vertical. There is no soil or rock sampling or testing data shown on the plans below the embankment cut and fill walls. Locations of some building envelopes would suggest that some buildings are planned to be constructed on these slopes.

GNT Engineering provides a discussion of stability evaluations and recommendations for cut and fill slopes on Pages 19 and 20 of their report. The proposed grouting presented in the preliminary Submittal is not consistent with some of the assumptions in the GNT Engineering report. Your comments that the grouting should be reviewed in relation to the proposed development are noted. The grouting should be reviewed in relation to the proposed development and appropriate testing may be completed to determine stability conditions in some areas. The stability of the "air walls" and "seal walls" would be evaluated to determine

GNT Engineering
May 23, 2018
Page 2

scale retaining systems and slope protection for the selected methods and types of construction of these proposed walls.

Based on the reported subsurface conditions of the area described by GNT Engineering, much of the site is underlain at shallow depths by volcanic tuff. We expect that the proposed grouting of slopes would be suitable in areas of bedrock, and sand and gravel for the proposed development if appropriate geotechnical engineering methods are employed during development. There are some scattered areas of spherulite may deposits. Further issues or remaining of slopes may be more appropriate in these areas.

The geotechnical review is based on the information provided, our professional experience and opinions and our understanding of the proposed construction. The review is performed in accordance with generally accepted geotechnical practices in this area.

If you have questions or if we can be of further service, please call.

Sincerely,

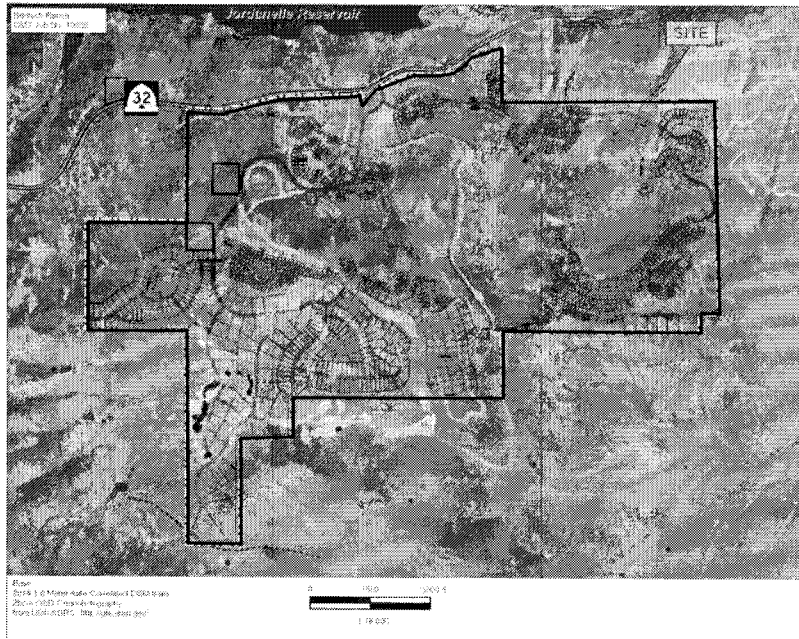
APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.



Reviewed by JRM, P.E.

DRW/rs

GNT User Group, Parkway • Safety • Compliance • Risk • Environmental • Project Management • Construction



Explanation

U.S. Fish and Wildlife Service

- National Wetlands Inventory

Lakes, Rivers, Streams, and Springs - USGS National Hydrography Dataset

- Springs NHD High Res
- Lakes NHD High Res

FEMA

- FEMA Flood Risk Zone A and AE

**FIGURE 5
FLOOD RISK AND
HYDROLOGIC FEATURES**

CMT ENGINEERING



**BENLOCH RANCH
PRELIMINARY SUBMITTAL**

WASATCH COUNTY, UTAH



DESERT ROSE ENVIRONMENTAL, LLC

Planning Dept. 2020
P.O. Box 127, Flagstaff
AZ 86001-0127

June 4, 2019

Doug Smith, Washach County Planner
Washach County Planning Office
55 S. 500 East
Heber, UT 84012

Re: Berloch Ranch

Dear Doug:

I have had a chance to complete a review of the Plan dated May 16, 2019 for the Berloch Ranch Project for preliminary subdivision approval. Berloch Ranch concerns the former master planned projects referred to as Tallman, Highlands at Berdendale and a portion of Jackson Park. The proposal contains 2,343 acres and up to 2,045 four-unit Residential Units (RUD's). The proposal is located south of the Jordanine Reservoir and on the south side of Highway 12 west and adjacent to Victory Ranch.

The review and recommendations that I have prepared are based mainly on issues that could have a detrimental effect on the water quality of the area, as that is the main concern for the Grand Staircase Watershed Council (GWSWC, formerly known as JWC). As such I have focused the review on the following areas:

- Erosion Control Measures
- Landscaping, revegetation and restoration

For final approval a detailed erosion control plan will need to be submitted for each phase. The plan shall show what Best Management Practices (BMPs) will be used, when, and where, specific to the project scope, along with the total disturbance area and installation details and notes for the proposed BMPs.

Measures include those necessary to delineate areas of work, prevent erosion of unstable or denuded areas, plan for construction staging and storage logistics, construction of stabilized access points, and proper containment measures for construction materials and waste. The plan should include:

- Include an anticipated construction schedule and construction duration in weeks or months;
- Erosion Control Point of Contact: include name and contact information for the person responsible for maintaining erosion and sediment control measures on the EC Plan or on the Title Sheet.
- Boundary lines of the site.
- Vicinity of the site in relation to the surrounding adjacent areas.
- Accurate contours showing the topography of the existing ground extending at least 100 feet outside all boundary lines of the project site. The contour lines shall be at intervals sufficient to show the configuration of the ground before disturbance.
- Elevation, width, direction of flow and approximate location of top and toes of banks of any watercourses.
- Location and types of existing vegetation on the site.
- Areas of the site currently experiencing or susceptible to erosion problems.
- Existing drainage patterns and direction of flow.
- Limits of disturbed areas.
- Areas not to be disturbed and off limits to construction activity.

June 4, 2019
Page Two
Doug Smith

- Location of proposed vegetative erosion control measures (e.g., seeding, sands/geom), including type, quantity, planting schedule, and irrigation
- Location and details of all proposed drainage systems, walls, cribbing or other erosion protection devices to be constructed in connection with, or as a part of the proposed work.
- Temporary erosion control measures for construction
- Note regarding maintenance and inspection of BMPs.
- Details for all proposed BMPs.

If you have any questions, please feel free to contact me at 801.580.3692.

Sincerely,

Alene E. Boyd

Alene E. Boyd, P.E.
Principal

AEBoyd

CC: Travis Kahr, Washach County
Sandy Winger, Division of Water Quality

DRC Sign Off for Planning Commission Items

(Without each individual signature recommending the item can go forward, items will not be advertised)

Name of Proposal: Friends Park City, LLC - Benhook Ranch - Preliminary Type of Approval: Preliminary

Date of Intended Planning Commission Meeting: June 13, 2019

By signing this sheet you are stating that according to the requirements of your department, this item is ready for whatever approval is listed above. The County Manager signs last. A signature does not necessarily mean that your item will be on the final Planning Commission agenda. Applicable departments must have a recommendation for approval or items may be continued.

Health Department: **Tracy Richardson**

Comments: MSD Sewer and Water

Engineering: **Riad Winterstein**

Comments: 1 The two access roads to the development do not meet International Fire Code (IFC) 21. The two access roads are required to be a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the area to be served. A diagonal across the area to be served is roughly 15,000'. The access roads are currently 3,100' apart and need to be a minimum of 7,500' apart. Preliminary approval of this project will mean the exception of this code.

2 A final overall stormwater report meeting 16.27.10.3 p requirements will be required prior to final approval. Easements will be required for all piping through lots. Some of the proposed building pads may need to be relocated to provide sufficient width.

3 Additional ridgepole analysis will be required for any building in proximity to a ridgepole. All lot's and building pads will need to comply with ridgepole code. This may result in fewer building pads at final.

4 Ridgepole wall will need to meet current county code and will not be allowed within proposed lots at final.

5 At final all lots will need to have acceptable driveway access meeting fire code requirements. Lots with larger site and fills or other constraints will need to be designed prior to final approval.

6 Trail plan will require updates at final and easements for all trails will be required.

7 Roadway cross sections do not meet county code. Please review Title 14 of the Wasatch County Code for road standards.

1 Page

8 A final traffic study will be submitted at final. Any roadway classification changes may reduce final TRD's.

9 Prior to final approval, UDOT approvals will be required for final design of both access points.

10 Prior to final approval, a phasing plan will need to be submitted.

Recorder: **PEGGY SUIER**

Comments: NO COMMENT

Fire: **WCPD**

Comments: ANY ROAD IN EXCESS OF 30 UNITS/300 FEET REQUIRES APPROVED SECONDARY ACCESS

MULTIPLE POINTS OF SECONDARY ACCESS NEEDED (EAST WEST BENCHOU MARCH PAVY AND AT LEAST 2 AT REAR OF PROPERTY)

REBROADCASTION TO ADJOINING FUTURE AND EXISTING DEVELOPMENT

ALL ROADS 10% OR LESS UNLESS APPROVED

ACCESS TO ALL RIC AREAS

DRY HYDRANTS MUST BE APPROVED BY WCPD AND DO NOT COUNT AS REQUIRED FIRE FLOW

SHOW PHASING PLAN PRIOR TO FINAL APPROVAL

IF COMMUNITY IS GATED IS MUST BE APPROVED BY WCPD WITH SOS AND KEYPAD

2 Page

EMERGENCY ACCESS AS PER FIRE CODE

UDOT CORRIDOR AGREEMENT

ALL OTHER PERTINENT FIRE CODE FOR ACCESS, FIRE FLOW, EMERGENCY SERVICES ETC.

1ST REVIEW COMMENTS

Secondary access too close to be approved.

Phase 4 in excess of distance allowed from primary and secondary access.

Other phases may have additional access issues.

Please contact the Fire District to schedule a meeting to discuss.

Water Resources: Steve Ferrell

(Comments: See attached water action report)

Public Works: Brandon Clark

Comments: I am wondering if the street lighting is private? I did not see where the lights were called out.

I would like to see the spine road more defined on the plans, I have a general idea.

3350/Twin Creeks/Horsh Village: Ron Phillips

Comments: a Developer to enter into development agreement with District prior to submitting for final approval.

Developer to resolve any design errors.

3 | 8 | 4 | 6

Identified in upcoming Design Review letters and in the WWS survey letter.

- Contact an overall development sewer master plan and an overall development water master plan and coordinate with the District on those plans with demand approved by the District. The water master plan must address points of connection, flowage, pressure zones, transmission lines, booster stations, etc.
- All final EIR submittals must be accompanied by an accounting of proposed mitigation for proper determination of water right and impact fee requirements.

Prior to final final plan, Developer to present to

Building Department: Robert McDonald

Comments: No comment

GIS/Addressing: Ivan Spencer

Comments: No addressing needed at this time.

Sheriff: Todd L. Bonner

Comments: No comment at this time.

Surveyor: J C Kesterman

Comments: No comment

Planning/Trails: Doug Smith

Comments: A staff report will be provided by the Planning Dept.

Housing Authority: Wasatch County Housing Authority

Comments: Providing the developer meets the County's fee in lieu requirements on affordable housing, we would have no problem with the development.

Jeffrey M. Brundaker

Executive Director

Manager: Michael Davis

Comments: ok

Assessor:

Comments: No exclusive/limited structures permitted on common area or Open Space. Proposing up to

1500 parcels, adding all current

at Friends Park City LLC parcels.

Outside Limits were Sewer

4 | 9 | 2 | 2

Findings

1. The proposal is a conglomeration of three previously approved master plans and their associated densities granted by the County.
2. Due to a law suit against the Jordanelle Special Service District and a subsequent settlement agreement the property is vested with 2,046 ERU's.
3. The application, in accordance with the recorded entitlement agreement, is allowed to proceed at the preliminary approval stage if it is determined to be in substantial compliance with the three previously approved master plans.
4. Density is vested as long as the proposal is in compliance with the codes in place at the time of the entitlement agreement.
5. The entitlement agreement also vests the proposal under the code in place at the time of the agreement for four years.
6. The proposal is showing that all lots and attached and detached product, other than the fireside units, are 1 ERU as represented to the County Council on May 9, 2018.
7. The County Council has reviewed the proposal in several work meetings to determine substantial compliance with the previous master plans.

Conditions

1. Determination of the fireside units and whether they are .33 of an ERU per unit or higher.
2. A ridgeline analysis done at final on a plat-by-plat basis and verified by the County prior to any plat recordings. This is to verify building height limits or removal of the 30 or so lots that still have ridgeline issues.
3. Approvals for encroachment into the UDOT right-of-way
4. Further approvals include final applications for conditional use and site plan approvals for the Fireside Resort area, storage units, mixed use commercial area and other amenities mentioned in the body of the report and those applications should be substantially similar to the rendered site plans included in the preliminary application.
5. *Bonding for proposed amenities* –Since the fireside area is being proposed as a “horizontal hotel” the County feels that the typical amenities provided in a hotel should be provided and a guarantee that these will be built. There has been discussion that the applicant will provide bonding for necessary infrastructure and timing of those amenities outlined in a development agreement. Necessary infrastructure should include: Clubhouse, pool, Resort amenities i.e., zip line, skeet shooting, trails, grocery/convenience store etc.
6. Work with the water board for water requirements for ponds and water features that are shown on the site plan to ensure that the proposed rendered site plans can be built.

Conditions

7. Development agreement language should include, among other things, the following items (*prior to final):
 - a. At final a more detailed ridgeline analysis
 - b. Ownership and use of the fireside resort units.
 - c. Conditional use and site plan approvals of identified areas (in body of report) substantially in compliance with renderings.
 - d. Trails built by a professional trail builder, after inspection by the County. Trails must tie into existing off-site trails.
 - e. Construction of 10' asphalt trail along highway 32 constructed with phase 1.
 - f. Bonding and timing for required Fireside resort amenities.
 - g. Architecture quality similar to what was provided with the architectural renderings in the applicant's submittal.
 - h. Affordable housing agreement
 - i. Open space easement and ownership

Conditions

8. The addition of a stub streets into the property to the south off the west cul-de-sac.
9. All final plats with portions over 30% slope are required to have a building envelope.
10. Any building envelopes with slopes between 25-30% require site specific soils reports with the final application.
11. At final lots with steep accesses need driveways, designed by the applicant, that meet code and are shown to be feasible.
12. Affordable housing fee-in-lieu to be paid prior to recording each plat if approved by the County Council.
13. Connections of trails to existing trails off-site which may require agreements and off site trail work.
14. Snow storage areas shown on plats at final approval.
15. There should be restrictions on fencing and language in CC& R's on pet restrictions following any guidelines of the DWR (letter yet to be received).
16. Compliance with DRC report, which includes two new stub streets on the south side, report from TO engineering dated June 4, 2019, and Desert Rose Report Dated June 4, 2019.
17. Added condition of easement in favor of Wasatch County from the end of the platted Talisman road to the south property line of the Benloch ownership.

EXHIBIT C-1
to
PROJECT DEVELOPMENT AGREEMENT

[Previously Approved Master Plans]

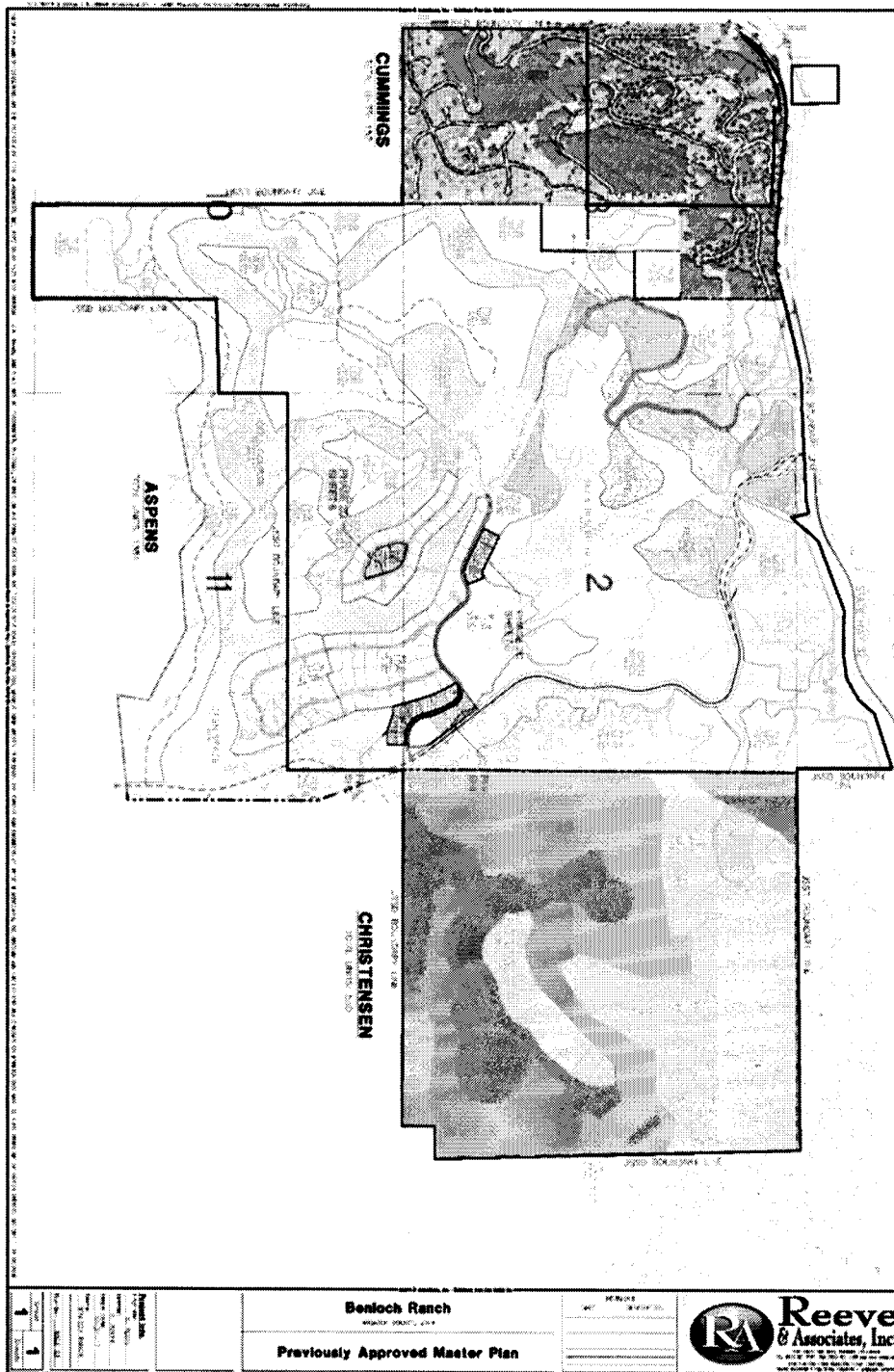


EXHIBIT C-2
to
PROJECT DEVELOPMENT AGREEMENT
[Project Master Plan]

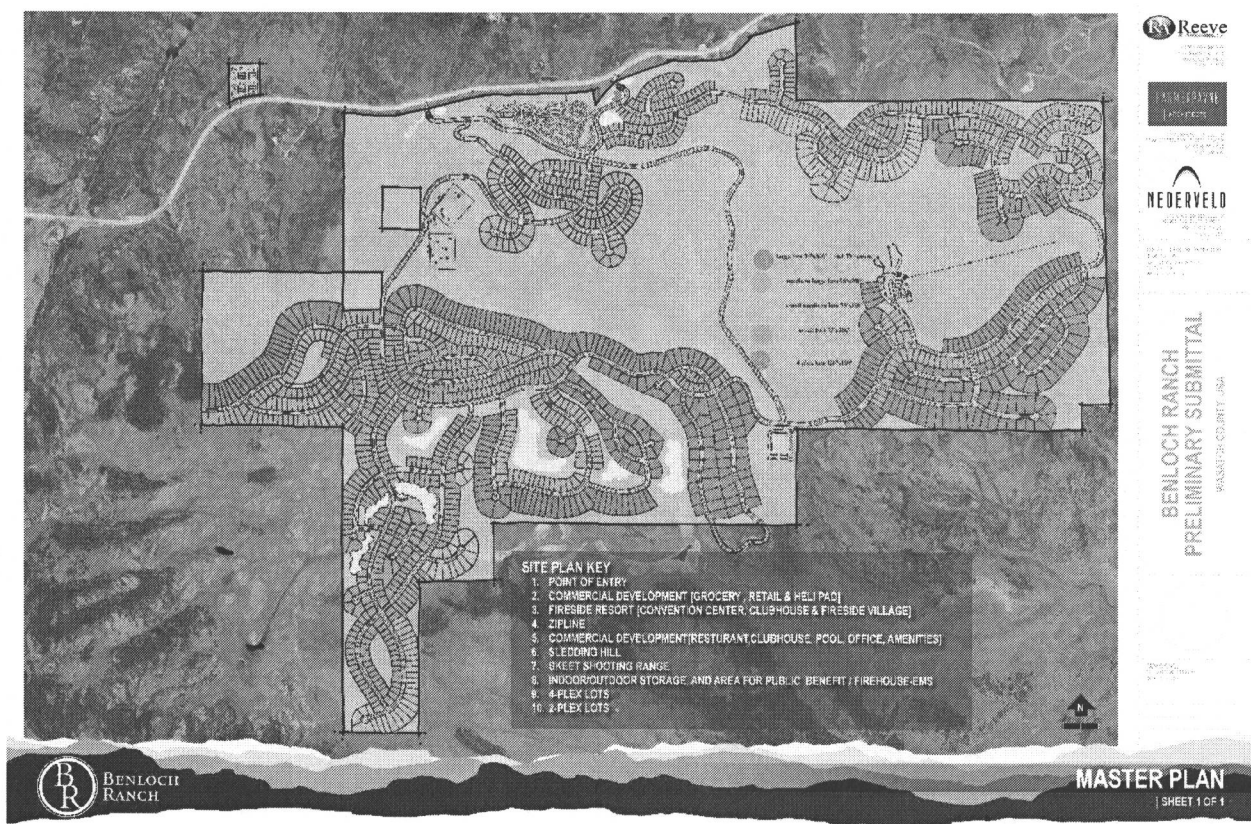


EXHIBIT D
to
PROJECT DEVELOPMENT AGREEMENT

[Master Trail Plan]



**Bentloch Ranch
Trail Plan**

10F1



EXHIBIT E
to
PROJECT DEVELOPMENT AGREEMENT

Conditions of Approval

1. Fireside Units shall be allocated .33 of an Density Unit per unit.
2. A ridgeline analysis shall be done at final plat on a plat-by-plat basis and verified by the County prior to any plat recordings. This analysis is to verify building height limits for the 30 or so lots that appear to have ridgeline issues according to the Preliminary Plan.
3. Prior to final plat approval, Developer shall obtain an approvals for encroachment into the UDOT right-of-way in locations depicted on the Preliminary Plan.
4. Further approvals include final applications for conditional use and site plan approvals for the Fireside Resort area, storage units, mixed use commercial area and other amenities mentioned in the body of the report and those applications should be substantially similar to the rendered site plans included in the Preliminary Application.
5. Because the Fireside Resort area is being proposed as a "horizontal hotel" the County feels that the typical amenities provided in a hotel should be provided and a guarantee that these will be built. There has been discussion that the applicant will provide bonding for necessary infrastructure and timing of those amenities outlined in a development agreement. Necessary infrastructure should include: clubhouse, pool, trails, and front desk check-in office; other resort amenities i.e., zip line, skeet shooting, trails, grocery/convenience store etc. As set forth in Section 3.10(b), the timing and phasing of these amenities shall be determined prior to site plan or conditional use permit approval for the Fireside Resort units.
6. Work with the water board for water requirements for ponds and water features that are shown on the site plan to ensure that the proposed rendered site plans can be built.
7. The addition of a stub streets into the property to the south off the west cul-de-sac.
8. All final plats with portions over 30% slope are required to have a building envelope.
9. Any building envelopes with slopes between 25-30% require site specific soils reports with the final application.
10. At final lots with steep accesses need driveways, designed by the applicant, that meet code and are shown to be feasible.
11. Affordable housing fee-in-lieu to be paid prior to recording each plat in accordance with Moderate Housing Agreement.
12. Connections of trails to existing trails off-site which may require agreements and off site trail work.
13. Snow storage areas shown on plats at final approval.
14. There should be restrictions on fencing and language in CC&R's on pet restrictions following any guidelines of the DWR (letter yet to be received).
15. Compliance with DRC report, which includes two new stub streets on the south side, report from TO engineering dated June 4, 2019, and Desert Rose Report Dated June 4, 2019.
16. Added condition of easement in favor of Wasatch County from the end of the platted Talisman road to the south property line of the Benloch ownership.

The items attached as **Exhibit E** shall be considered the approvals of the Development Review Committee, the Planning Commission, and the County Council.

EXHIBIT F
to
PROJECT DEVELOPMENT AGREEMENT
Affordable Housing Email

From: Jamie Mackay <jamie@mackaydevelopments.com>
Sent: Thursday, May 7, 2020 2:53 PM
To: Budge, Wade; Nate Reeve; Jenson, Craig; Patrick McAlearney
Subject: Fwd: Benloch Ranch_Affordable Housing Letter_5.10.19.pdf
Attachments: cid13BAFE10-CFF1-48FC-B5A8-530222766E89.pdf, ATT00001.htm

[EXTERNAL]

Jamie Mackay
Mackay Developments
PO Box 1827 Wilson, WY 84014

This private email message, and any attachment(s) are covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, and is for the sole use of the intended recipient and contains privileged and/or confidential information. ***Nothing contained in this e-mail shall be considered a legally binding agreement, amendment or modification of any agreement.

Begin forwarded message:

From: Jeffery M Bradshaw <jeffbcpa@gmail.com>
Date: May 7, 2020 at 2:44:59 PM MDT
To: Jamie Mackay <jamie@mackaydevelopments.com>
Subject: Re: Benloch Ranch_Affordable Housing Letter_5.10.19.pdf

Mr. Mackay,

We are receipt of your request for satisfying your affordable housing agreement with some on-site housing along with a fee-in-lieu agreement to pay the Wasatch County Housing Authority. The precise terms of any agreement need to be worked out, but if the general terms are agreed to with the Housing Authority, A positive recommendation would be made to Wasatch County.

With regards,

Jeffery M Bradshaw

Executive Director

Wasatch County Housing Authority

On Thu, May 7, 2020 at 2:36 PM Jamie Mackay <jamie@mackaydevelopments.com> wrote:

Jeff,

Please confirm receipt of this letter and the next steps necessary to move forward.

Thanks

Jamie Mackay
Mackay Developments
PO Box 1827 Wilson, WY 84014

AJ Fireside Park City
2780 N Moose Wilson Road
P.O. Box 1749
Wilson, WY 83014

May 10, 2019

Wasatch County Planning
Attn: Doug Smith and Jon Woodard
55 S 500 E
Heber City, UT 84032
Via email: dsmith@wasatch.utah.gov and jwoodard@wasatch.utah.gov

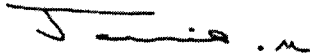
Dear Mr. Smith -

In accordance with the Jordanelle Development Application Checklist, it is our understanding that our submittal shall include a letter indicating how we intend to treat County affordable housing requirements.

At this time, AJ Fireside Park City, LLC (aka Benloch Ranch) intends to satisfy its affordable housing obligations by paying in-lieu fees and also providing onsite affordable housing for employee housing needs within Benloch Ranch.

Per Wasatch County Housing Authority / Jeff Bradshaw, the fee in-lieu requirement is \$28,000 per 10 ERUs, or \$2,800 per ERU as of May 10, 2019. We look forward to working with Wasatch County and Wasatch County Housing Authority in relation to the fee calculation and the overall process.

Regards,



Jamie Mackay
AJ Fireside Park City, LLC

EXHIBIT G
to
PROJECT DEVELOPMENT AGREEMENT

[Infrastructure Phasing Plan]

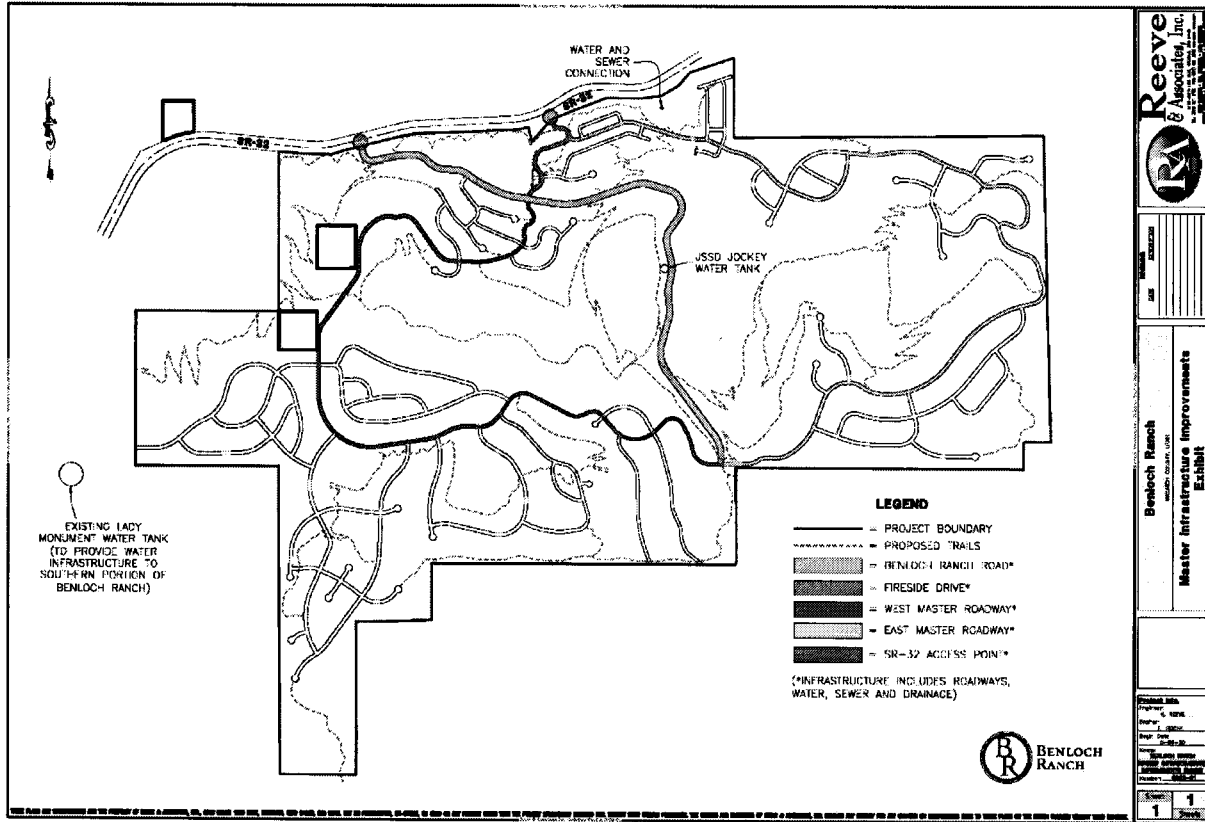


EXHIBIT H
to
PROJECT DEVELOPMENT AGREEMENT
[Will Serve Letters]



Jordanelle Special Service District
P.O. Box 519
Heber City, UT 84032
OFFICE: (435) 654-9233
FAX: (435) 654-6396

DRAFT WATER & SEWER WILL SERVE LETTER

July 30, 2018

Jamie Mackay
jamie@mackaydevelopments.com
Nate Reeve
nreeve@reeve-assoc.com

Subject: Draft Will Serve Letter – Benloch Ranch

This Draft Will Serve Letter has been produced to allow your development to proceed through the preliminary plat portion of the Wasatch County planning process. It represents the requirements and conditions upon which the Jordanelle Special Service District (JSSD) plans to agree to provide water and sewer services to the above referenced development. The official Will Serve Letter is expected to adhere closely to this draft version, but adjustments may be made at the time of the official will serve letter issuance to remain current with latest development concept submittals and other factors.

This letter is based on the information you have provided to Wasatch County and to the District.

The official Will Serve letter will be issued prior to Final Plat Approval after a Development Agreement is executed and will be subject to the terms of the Development Agreement. In the event of any conflict between this letter and the Development Agreement, the Development Agreement will govern, except to the extent that requirements described in this letter (such as demand calculations and design requirements) are based on changes to the Project design approved by the District, or updated demand calculations, or requirements imposed by the County Water Board subsequent to the execution of the Development Agreement.

We have reviewed the project concept and provide the following comments –

Development Demand Calculation and Water Rights

Based on the concept submitted, the development will require 1,607.84 acre-feet of 100% consumptive municipal water rights.

It is our understanding that the required water rights to serve these demands are satisfied by the 1,790.1 acre-feet of JSSD reservation water held by Benloch Ranch.

Page 2 of 8
Benloch Ranch
July 30, 2018

A spreadsheet of water rights requirement calculations is attached. Upon Completion of final design, it is recommended that the proposed improvements be reviewed against the current concept to verify these values are still accurate.

Required Improvements Discussion

We have prepared a review of the proposed infrastructure relative to the plans submitted.

Basis of Right to Infrastructure Capacity

1. **Water System Capacity:** Use of water system capacity is dependent on the type of use proposed for the development. Based on the submitted concept, we have calculated that the proposed development will use the following amount of capacity in the water system (based on capacity units as defined in the District's master plan):

Water Capacity Units = 1,768.1

Water Capacity Units are the basis of calculation for water impact fees and assessment against entitled capacity.

Storage and Conveyance Infrastructure Capacity

It is our understanding that, through its participation in previous bonds, this development is entitled to 1,384 Water Capacity Units in the storage and conveyance components of the water system. Therefore, it is expected that, to obtain capacity in the storage and conveyance components of the water system, all connections up to 1,384 water capacity units will pay bonded storage and conveyance impact fees (if any). (Currently, the bonded impact fees for storage and conveyance are \$0.) Units beyond 1,384 water capacity units will obtain capacity in the storage and conveyance components of the water system through payment of unbonded storage and conveyance impact fees. (The current unbonded storage and conveyance impact fees are \$3,224 per water capacity unit.)

Source/Treatment Infrastructure Capacity

It is our understanding that this development is not entitled to any Water Capacity Units in the source and treatment components of the water system. Therefore, it is expected that to obtain capacity in the source/treatment components of the water system, all connections will pay unbonded source/treatment impact fees. (The current unbonded source/treatment impact fees are \$7,130 per water capacity unit.)

It should be noted that the District updates its impact fees from time to time and impact fees (if any) are assessed at the time of building permit.

The approximate schedule for charging impact fees will be as follows:

Anticipated Water Impact Fee Assessment Schedule			Expected Total of Use Category Assessment Units	Expected Total Assessment (Water Capacity Units)
Use Category	Assessment Rate (Water Capacity Units)	Use Category Assessment Unit		
Single Family	1.00	per Unit	1687	1687.0
Wheelhaus	0.29	per Unit	250	72.2
Commercial/Retail	0.21	per KSF	20	4.2
Office	0.10	per KSF	12	1.2
Restaurant	0.02	per Seat	200	3.5
			Total	1768.1

Notes

- Water Capacity Units incorporate both indoor and outdoor use. Because outdoor use varies from unit type to unit type, and development to development, the values show in this table are custom and applicable to this development only. Water capacity associated with common areas and golf courses (if any) has been distributed among the impact fee eligible use categories.

2. Sewer System Capacity: Use of sewer system capacity is dependent on the type of use proposed for the development. Based on the submitted concept, we have calculated that the proposed development will use the following amount of capacity in the sewer system (based on units as defined in the District's master plan):

Sewer Capacity Units = 1,826.8

Sewer Capacity Units are the basis of calculation for sewer impact fees and assessment against entitled capacity. It is our understanding that, through its participation in previous bonds, this development is entitled to 1,989 Sewer Capacity Units. Therefore, it is expected that all connections will obtain capacity in the system through payment of bonded impact fees (if any). (The current bonded sewer impact fees in Area C are \$0.)

It should be noted that the District updates its impact fees from time to time and impact fees (if any) are assessed at the time of building permit.

Page 4 of 8
Benloch Ranch
July 30, 2018

The approximate schedule for charging impact fees and assessing capacity entitlements will be as follows:

Anticipated Sewer Impact Fee Assessment Schedule			Expected Total of Use Category Assessment Units	Expected Total Assessment (Sewer Capacity Units)
Use Category	Assessment Rate (Sewer Capacity Units)	Use Category Assessment Unit		
Single Family	1.00	per Unit	1687	1687.0
Wheelhaus	0.50	per Unit	250	125.0
Commercial/Retail	0.15	per KSF	20	3.0
Office	0.25	per KSF	12	3.0
Restaurant	0.04	per Seat	200	8.8
			Total	1826.8

Water System Infrastructure Review

1. Source Improvements: The following items should be noted:
 - a. It is planned that this development will have the ability to receive water from the east (Victory Ranch Wells system) and from the west (all other JSSD system sources). To receive water from both directions, the systems will need to be interconnected (currently they are disconnected). This will require a significant amount of conveyance improvement. Therefore, it is expected that development will be allowed to progress from either or both directions until the final interconnection of the two current systems. The District preference is that the initial phases receive water from the west (via a connection through the Lady Monument tank).
 - b. It should be noted that the maximum number of connections that can be made to the Victory Ranch Wells system is a total of 491 Water Capacity Units. This number of connections is cumulative for any and all developments connecting to the Victory Ranch Wells system and will be distributed on a first come, first serve basis at the time of building permit. Once this number is exhausted, improvements to Victory Ranch Well #2 (upsized pump) are required to provide additional source capacity. These improvements will provide an additional 630 Water Capacity Units (for a total of 1,121) that can connect to Victory Ranch Wells system prior to the final interconnection of the two systems.
2. Treatment Improvements: Provided the restrictions outlined above in *Source Improvements* are met, no system improvements have been identified outside of payment of required impact fees.
3. Storage Improvements: The following items should be noted:
 - a. District planning for this area includes two small storage tanks for efficient pumping and pressure control. However, these planned tanks are not sufficiently sized to provide any fire suppression storage, and only minimal amounts of emergency and equalization storage. This area is planned to connect into the existing Lady Monument Tank, which has sufficient capacity to satisfy storage requirements in

this area. Placement of the small storage tanks (which are known as Upper Area C Tanks 1 and 2) is discussed in *Delivery Improvements* and *Additional Considerations* below.

- b. The two small tanks are identified as system level improvements, but the District is unable to fund these improvements at this time. If the developer voluntarily constructs these improvements at his own expense, the construction of the two small tanks are eligible for credit against the developer's impact fee liability and possible reimbursement from future impact fee receipts if expenditures are greater than the developer's impact fee liability. Impact fee credit and possible reimbursement terms must be included in a development agreement between the developer and the District.
 - c. Due to the large nature of this development, it is possible that isolated areas will not be able to be served by any of the planned system level tanks. If the development requires any additional storage (provided by either upsizing the small system level tanks or placing additional tanks elsewhere), the developer will qualify for a waiver of the storage portion of the impact fee liability for the units served by this additional storage, but will not be eligible for a credit or reimbursement.
4. Delivery Improvements: The following items should be noted:
- a. District planning for this area includes 12-inch and 16-inch transmission lines and two booster stations that connect the Victory Ranch system to the Lady Monument Tank. Planning also includes a 16-inch transmission line and booster station from the 6800 Tank to the Lady Monument to service the tank from the west. (The Lady Monument Tank is not currently connected to the system.) These deliveries in whole, or in part, are required to service this development. While these improvements are in the District's long-term master plan, none of them have been identified for completion in the near future. As a result, if the development desires to proceed forward at this time, it will need to complete these delivery improvements. Some flexibility is available to the developer in how, when, and where these improvements are constructed. See also *Source Improvements* above and *Additional Considerations* below.
 - b. Within the development, these conveyance improvements are considered project-level up to 12-inch diameter. Any upsize required above the 12-inch diameter is considered a system level improvement. The system level portion of the transmission lines is eligible for credit against the developer's impact fee liability and possible future reimbursement if expenditures are greater than the developer's impact fee liability.
 - c. To complete necessary connections, the developer may also need to complete some portion of conveyance improvements outside of the property boundaries of the development. In this case, the developer will still be responsible to construct any improvements required to service the development, but these improvements are expected to be eligible for reimbursement. Impact fee credit and possible reimbursement terms must be included in a development agreement between the developer and the District.
 - d. The developer will be required to construct all project level improvements relative to connecting to the system and delivering water through the development.

5. Additional Considerations: Please note the following:
- a. As part of some past planning discussions, the District put together a rudimentary concept for servicing this area (attached). It shows a diagrammatic representation of the interconnection of the Victory Ranch Wells system and the rest of the JSSD system (including storage tanks and transmission pipes). The planned connection is via a high pressure transmission line out of the Lady Monument Tank that planned to serve the upper elevations of the District in this area (Area C). The transmission from Victory Ranch to this tank is conceptualized to pass nearby or through Benloch Ranch. We must emphasize that this map does not represent a prescribed alignment of transmission mains or a prescribed placement of planned storage tanks. Both can and should be adjusted based on development patterns in Area C. Furthermore, it should be noted that the sizing information (pumps, pipes, and tanks) is to be independently verified as part of the detailed design and is subject to change at the planning level as well.
 - b. Prior to receiving approval from the District for any final plat, the District will require the submittal for review of an overall water service plan for the area, including off-site improvements. This submittal should include proposed pipe and tank sizes and show planned pressure zones and PRVs. The submittal should also include a phasing plan that considers the timing of water infrastructure improvements alongside the timing of development connections. It is recommended that the Developer submit an early version of the plan to the District for informal review and commentary prior to submitting the final version with a formal request for a development agreement and will serve letter. Doing so will decrease the possibility of the water service plans being rejected and receipt of the will serve letter (and thus preliminary plat approval) being delayed.
 - c. For purposes of putting together a preliminary water system plan, the following information will be of assistance:
 - i. Elevation of the Victory Ranch Tank = 6954-6973
 - ii. Elevation of the Lady Monument Tank = 7485-7504
 - iii. Elevation of the 6800 Tank = 6800-6820
 - iv. Target pressures to service connections are 60-120 psi, although slightly lower or higher pressures are sometimes allowed, especially when it avoids extra pressure zones.
 - v. The District places a priority on redundant connections and avoiding long dead end lines. Looping within the development and with adjacent developments is encouraged and may be required during detailed review.
 - vi. The attached concept for servicing this area may serve as a good starting point for putting together a more detailed, and development-specific, preliminary water system plan.
 - d. A question has been raised regarding the possibility of direct service connections to the District transmission lines. The District is willing to review these on a case by case basis, but generally, we discourage these types of connections because the transmission mains often have high pressure and are often subject to pressure swings associated with demand patterns and pump cycles.

Page 7 of 8
Benloch Ranch
July 30, 2018

- e. Benloch Ranch is not the only active development in need of some or all of the system level improvements described above. It may be possible for the developers in the area to work together to share cost and coordinate on placement of infrastructure. Known active developments in the area include Jordanelle Ridge, Jackson Fork and Walker Hollow.

Sewer System Preliminary Review

1. Treatment Improvements: Assuming that this development uses entitled system capacity (i.e. bonded sewer capacity units) for its connections, no system improvements have been identified.
2. Conveyance Improvements: Several items should be noted:
 - a. Assuming that this development uses entitled system capacity (i.e. bonded sewer capacity units) for its connections, no system conveyance improvements have been identified.
 - b. The developer will be required to construct all project level improvements relative to connecting to the system and collecting wastewater within the development.
 - c. The existing sewer lines along HWY 32 are all force mains and cannot receive gravity flow directly. Therefore, part of the required project level improvements will necessarily include gravity trunklines that outfall to either the Aspen or Walker Hollow lift station.

Final Approval Process

This letter represents the District's anticipated commitment to provide water and sewer service subject to the requirements outlined above and those in the Development Agreement. This does not constitute final approval of all plans. After proceeding through Wasatch County Preliminary Planning Approval process, but before obtaining Wasatch County Final Planning Approval, you will need to come back to JSSD for the following:

- The final plat must be reviewed by and approved by the District. At a minimum, the final plat should show which units will be serviced by ejector pumps and which areas constitute a public utility easement to protect District access to proposed infrastructure.
- A Development Agreement with the District which includes the resolution of the following:
 - Water Source for Development
 - Water Treatment Requirements
 - Water Transmission Infrastructure Requirements
 - Water Storage Requirement
 - Sewer Infrastructure and Treatment Requirements
 - Process for dedicating any required water rights to JSSD
- After any outstanding fees are paid and the Development Agreement is executed, an official Will Serve Letter will then be issued by JSSD.

Page 8 of 8
Benloch Ranch
July 30, 2018

Obtaining Wasatch County Final Planning Approval does not grant approval for construction. Prior to beginning construction, you will need to come back to JSSD to satisfy the following requirements:

- Final infrastructure construction plans must be reviewed and approved by the District.
- All JSSD fees are to be paid in full.
- Construction Bonding through the Wasatch County Engineering Department must be completed.

Upon the completion of construction, you will need to return to JSSD and satisfy the following requirements before the District will grant building permits.

- All JSSD fees are to be paid in full.
- The District should receive a copy of the as-built drawings.
- The District should have received a copy of all waterline BAC-T test results.

Future Billing for Water and Sewer Service

Billing for water and sewer service will commence with the completion of construction and the installation of water meters. It is our understanding that each building will be master metered and billed separately. As a result, the monthly base rate for each connection will be as follows:

- Basis of Water and Sewer Base Rate for Single Family Homes = 1 Monthly**
Base Rate per Connection
- Basis of Water and Sewer Base Rate for Wheelhaus Units = 1 Monthly**
Base Rate per Connection
- Basis of Water and Sewer Base Rate for Commercial/Retail and Restaurant = TBD**
- Basis of Water and Sewer Base Rate for Irrigation Only Connections (if any) = TBD**

Please contact me if you have any questions or need additional clarification.

Sincerely,

Jordanelle Special Service District



Ron Phillips
Manager

****THIS LETTER IS A
DRAFT. IT IS NOT AN OFFICIAL
WILL SERVE LETTER****

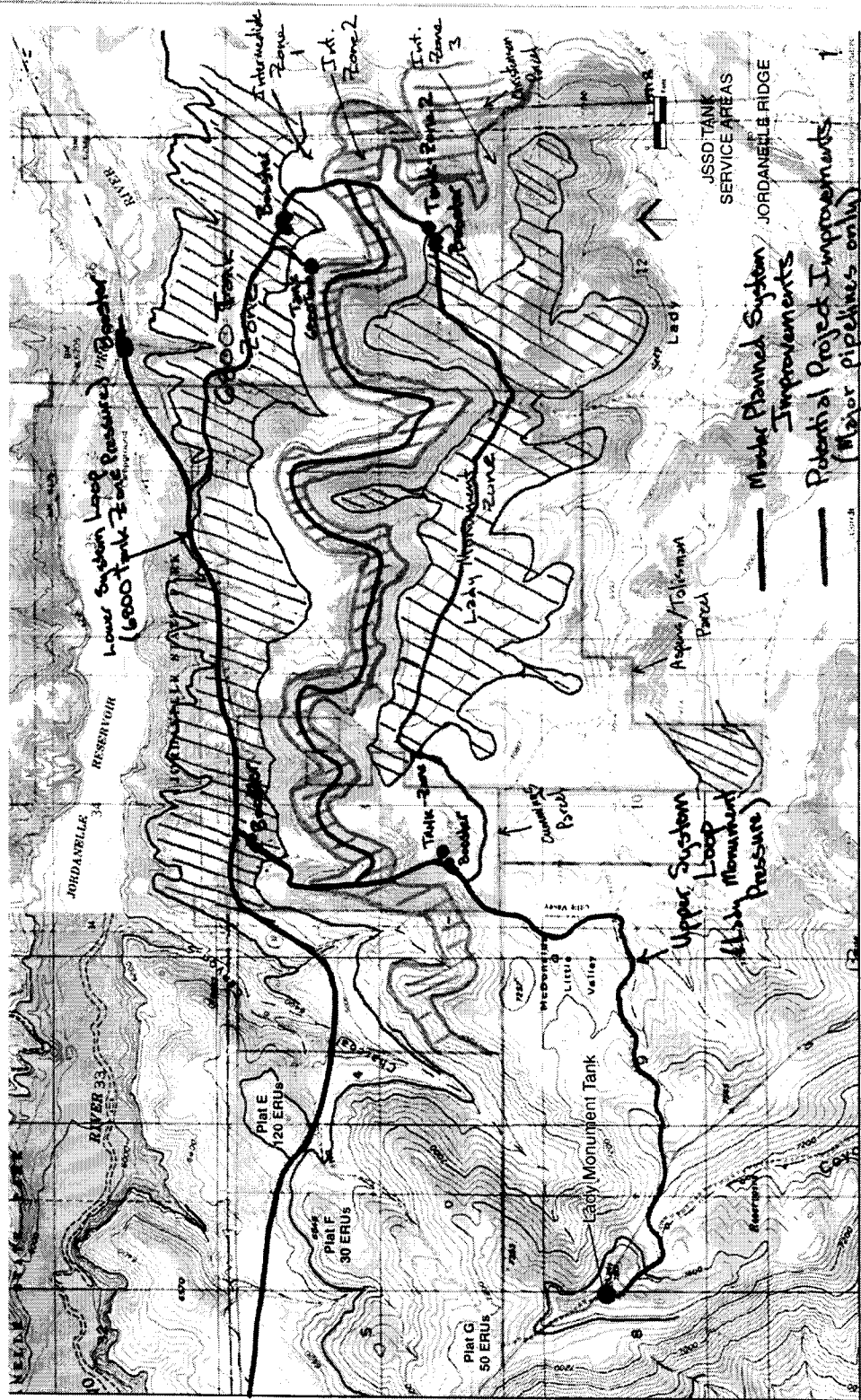


EXHIBIT I
to
PROJECT DEVELOPMENT AGREEMENT

[Spine Road Depiction]



11-26-19

**EXHIBIT I
SPLINE ROAD DEPICTION**

PART OF SECTIONS 2, 3, AND 11, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 32, SAID POINT BEING SOUTH 88.43 FEET AND EAST 4169.20 FEET FROM THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST (BASIS OF BEARINGS FOR ENTIRE PROJECT IS S89°31'27"W 16027.63 FEET BETWEEN THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST AND THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST); THENCE N76°18'19"E ALONG THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 32, 110.00 FEET; THENCE S13°43'04"E 136.15 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 95.00 FEET, AN ARC LENGTH OF 145.83 FEET, A DELTA ANGLE OF 87°57'14", A CHORD BEARING OF S57°41'42"E, AND A CHORD LENGTH OF 131.93 FEET; THENCE N78°19'41"E 384.54 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 655.00 FEET, AN ARC LENGTH OF 115.59 FEET, A DELTA ANGLE OF 10°06'41", A CHORD BEARING OF N83°23'02"E, AND A CHORD LENGTH OF 115.44 FEET; THENCE N88°26'23"E 216.48 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 393.00 FEET, AN ARC LENGTH OF 297.21 FEET, A DELTA ANGLE OF 43°19'49", A CHORD BEARING OF S69°53'43"E, AND A CHORD LENGTH OF 290.18 FEET; THENCE S48°13'48"E 76.88 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 349.00 FEET, AN ARC LENGTH OF 236.31 FEET, A DELTA ANGLE OF 38°47'41", A CHORD BEARING OF S67°37'38"E, AND A CHORD LENGTH OF 231.82 FEET; THENCE S87°01'29"E 193.21 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 430.00 FEET, AN ARC LENGTH OF 241.72 FEET, A DELTA ANGLE OF 32°12'30", A CHORD BEARING OF S70°55'14"E, AND A CHORD LENGTH OF 238.55 FEET; THENCE S54°48'59"E 122.63 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1445.00 FEET, AN ARC LENGTH OF 285.17 FEET, A DELTA ANGLE OF 11°18'26", A CHORD BEARING OF S60°28'12"E, AND A CHORD LENGTH OF 284.71 FEET; THENCE S66°07'25"E 250.14 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 595.00 FEET, AN ARC LENGTH OF 150.34 FEET, A DELTA ANGLE OF 14°28'39", A CHORD BEARING OF S73°21'44"E, AND A CHORD LENGTH OF 149.94 FEET; THENCE S80°36'04"E 756.49 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1205.00 FEET, AN ARC LENGTH OF 591.33 FEET, A DELTA ANGLE OF 28°07'00", A CHORD BEARING OF N85°20'26"E, AND A CHORD LENGTH OF 585.41 FEET; THENCE N71°16'56"E 805.33 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 620.00 FEET, AN ARC LENGTH OF 377.39 FEET, A DELTA ANGLE OF 34°52'31", A CHORD BEARING OF N88°43'12"E, AND A CHORD LENGTH OF 371.59 FEET; THENCE S73°50'33"E 320.44 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 355.00 FEET, AN ARC LENGTH OF 679.08 FEET, A DELTA ANGLE OF 109°36'04", A CHORD BEARING OF S19°02'31"E, AND A CHORD LENGTH OF 580.18 FEET; THENCE S35°45'34"W 258.56 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 245.00 FEET, AN ARC LENGTH OF 214.39 FEET, A DELTA ANGLE

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OF 50°08'15", A CHORD BEARING OF S10°41'26"W, AND A CHORD LENGTH OF 207.62 FEET; THENCE S14°22'39"E 268.15 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 620.00 FEET, AN ARC LENGTH OF 291.64 FEET, A DELTA ANGLE OF 26°57'05", A CHORD BEARING OF S00°54'07"E, AND A CHORD LENGTH OF 288.96 FEET; THENCE S12°34'26"W 171.17 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 510.00 FEET, AN ARC LENGTH OF 172.43 FEET, A DELTA ANGLE OF 19°22'16", A CHORD BEARING OF S02°53'18"W, AND A CHORD LENGTH OF 171.61 FEET; THENCE S06°47'49"E 169.83 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 620.00 FEET, AN ARC LENGTH OF 243.69 FEET, A DELTA ANGLE OF 22°31'11", A CHORD BEARING OF S04°27'47"W, AND A CHORD LENGTH OF 242.12 FEET; THENCE S15°43'24"W 422.48 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 510.00 FEET, AN ARC LENGTH OF 472.07 FEET, A DELTA ANGLE OF 53°02'05", A CHORD BEARING OF S10°47'38"E, AND A CHORD LENGTH OF 455.40 FEET; THENCE S37°18'41"E 1338.30 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 655.00 FEET, AN ARC LENGTH OF 421.41 FEET, A DELTA ANGLE OF 36°51'44", A CHORD BEARING OF S18°52'49"E, AND A CHORD LENGTH OF 414.18 FEET; THENCE S00°26'57"E 1845.26 FEET; THENCE S89°59'33"W 110.00 FEET; THENCE N00°26'57"W 1844.41 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 545.00 FEET, AN ARC LENGTH OF 350.64 FEET, A DELTA ANGLE OF 36°51'44", A CHORD BEARING OF N18°52'49"W, AND A CHORD LENGTH OF 344.62 FEET; THENCE N37°18'41"W 1338.30 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 620.00 FEET, AN ARC LENGTH OF 573.89 FEET, A DELTA ANGLE OF 53°02'05", A CHORD BEARING OF N10°47'38"W, AND A CHORD LENGTH OF 553.62 FEET; THENCE N15°43'24"E 422.48 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 510.00 FEET, AN ARC LENGTH OF 200.45 FEET, A DELTA ANGLE OF 22°31'11", A CHORD BEARING OF N04°27'47"E, AND A CHORD LENGTH OF 199.16 FEET; THENCE N06°47'49"W 169.83 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 620.00 FEET, AN ARC LENGTH OF 209.61 FEET, A DELTA ANGLE OF 19°22'16", A CHORD BEARING OF N02°53'18"E, AND A CHORD LENGTH OF 208.62 FEET; THENCE N12°34'26"E 171.17 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 510.00 FEET, AN ARC LENGTH OF 239.90 FEET, A DELTA ANGLE OF 26°57'05", A CHORD BEARING OF N00°54'07"W, AND A CHORD LENGTH OF 237.69 FEET; THENCE N14°22'39"W 268.15 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 355.00 FEET, AN ARC LENGTH OF 310.65 FEET, A DELTA ANGLE OF 50°08'15", A CHORD BEARING OF N10°41'26"E, AND A CHORD LENGTH OF 300.83 FEET; THENCE N35°45'34"E 258.56 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 245.00 FEET, AN ARC LENGTH OF 468.66 FEET, A DELTA ANGLE OF 109°36'04", A CHORD BEARING OF N19°02'31"W, AND A CHORD LENGTH OF 400.40 FEET; THENCE N73°50'33"W 320.44 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 510.00 FEET, AN ARC LENGTH OF 310.43 FEET, A DELTA ANGLE OF 34°52'31", A CHORD BEARING OF S88°43'12"W, AND A CHORD LENGTH OF 305.66 FEET; THENCE S71°16'56"W 805.33 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 1315.00 FEET, AN ARC LENGTH OF 645.31 FEET, A DELTA ANGLE OF 28°07'00", A CHORD BEARING OF S85°20'26"W, AND A CHORD LENGTH OF 638.85 FEET; THENCE N80°36'04"W 756.49 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 705.00 FEET, AN ARC LENGTH OF 178.14 FEET, A DELTA ANGLE OF 14°28'39", A CHORD BEARING OF N73°21'44"W, AND A CHORD LENGTH OF 177.67

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FEET; THENCE N66°07'25"W 250.14 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 1555.00 FEET, AN ARC LENGTH OF 306.88 FEET, A DELTA ANGLE OF 11°18'26", A CHORD BEARING OF N60°28'12"W, AND A CHORD LENGTH OF 306.38 FEET; THENCE N54°48'59"W 122.63 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 320.00 FEET, AN ARC LENGTH OF 179.89 FEET, A DELTA ANGLE OF 32°12'30", A CHORD BEARING OF N70°55'14"W, AND A CHORD LENGTH OF 177.53 FEET; THENCE N87°01'29"W 193.21 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 459.00 FEET, AN ARC LENGTH OF 310.79 FEET, A DELTA ANGLE OF 38°47'41", A CHORD BEARING OF N67°37'38"W, AND A CHORD LENGTH OF 304.88 FEET; THENCE N48°13'48"W 76.88 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 283.00 FEET, AN ARC LENGTH OF 214.02 FEET, A DELTA ANGLE OF 43°19'49", A CHORD BEARING OF N69°53'43"W, AND A CHORD LENGTH OF 208.96 FEET; THENCE S88°26'23"W 216.48 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 545.00 FEET, AN ARC LENGTH OF 96.18 FEET, A DELTA ANGLE OF 10°06'41", A CHORD BEARING OF S83°23'02"W, AND A CHORD LENGTH OF 96.06 FEET; THENCE S78°19'41"W 384.54 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 205.00 FEET, AN ARC LENGTH OF 314.69 FEET, A DELTA ANGLE OF 87°57'14", A CHORD BEARING OF N57°41'42"W, AND A CHORD LENGTH OF 284.69 FEET; THENCE N13°43'04"W 136.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 31.966 ACRES MORE OR LESS

(SEE ATTACHED ROAD DEDICATION PLAT)

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EXHIBIT J
to
PROJECT DEVELOPMENT AGREEMENT
[Neighboring Property Access Location]



McGraw-Hill Construction Information Group



McGraw-Hill Construction Information Group

McGraw-Hill Construction Information Group

Benloch Ranch County Access Exhibit

McGraw-Hill Construction Information Group

McGraw-Hill Construction Information Group

10F1

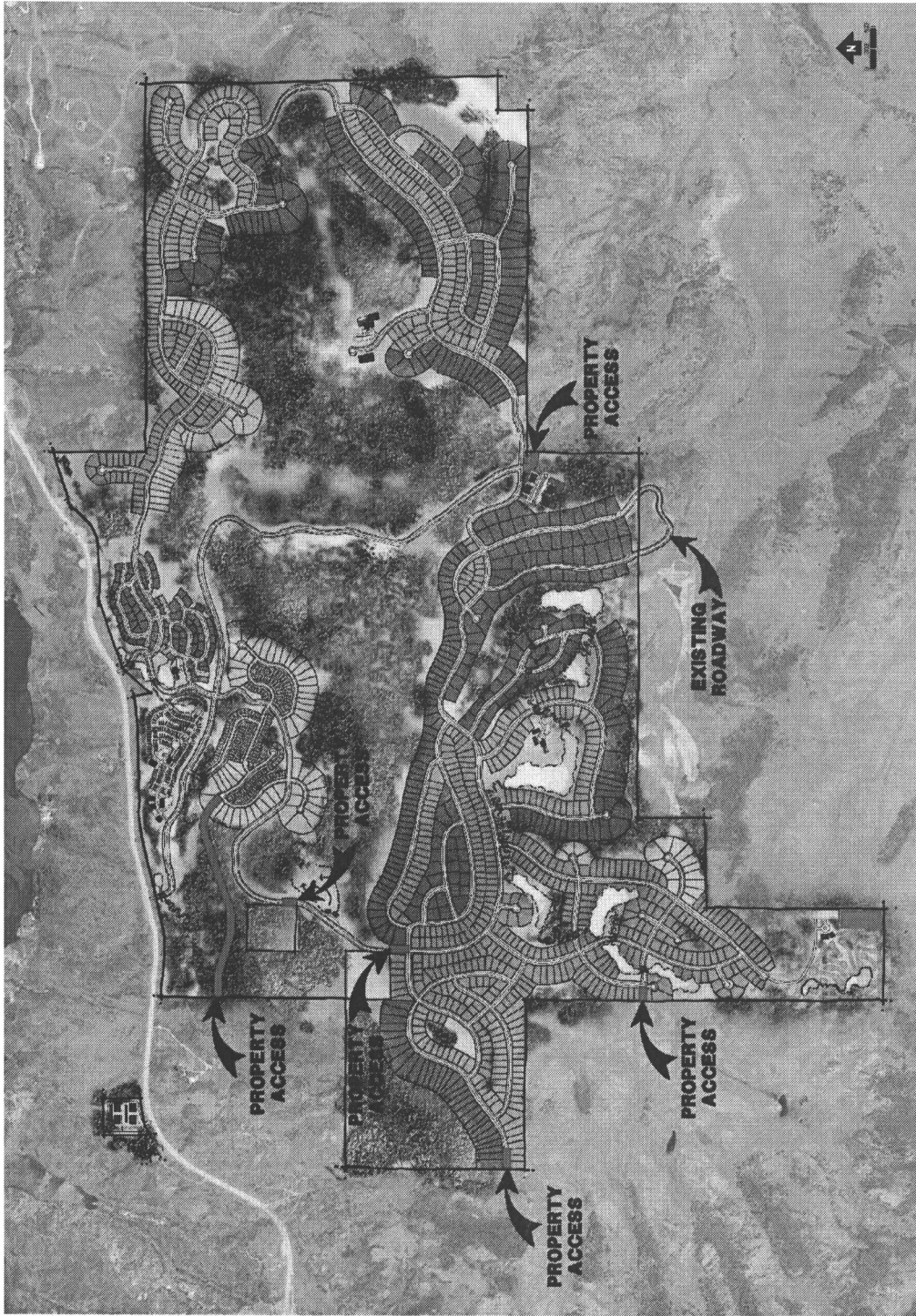
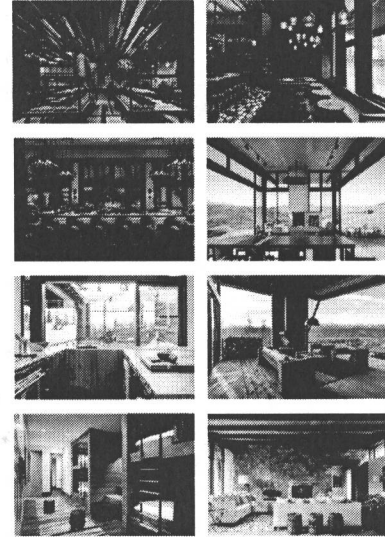


EXHIBIT K
to
PROJECT DEVELOPMENT AGREEMENT
[Architectural and Design Guidelines]

EXTERIOR



INTERIOR



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 Reno, NV 89501
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ARMITAGE
 ARCHITECTS
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ARCHITECTURAL PRECEDENT IMAGES

18.1 | SHEET 170 OF 178



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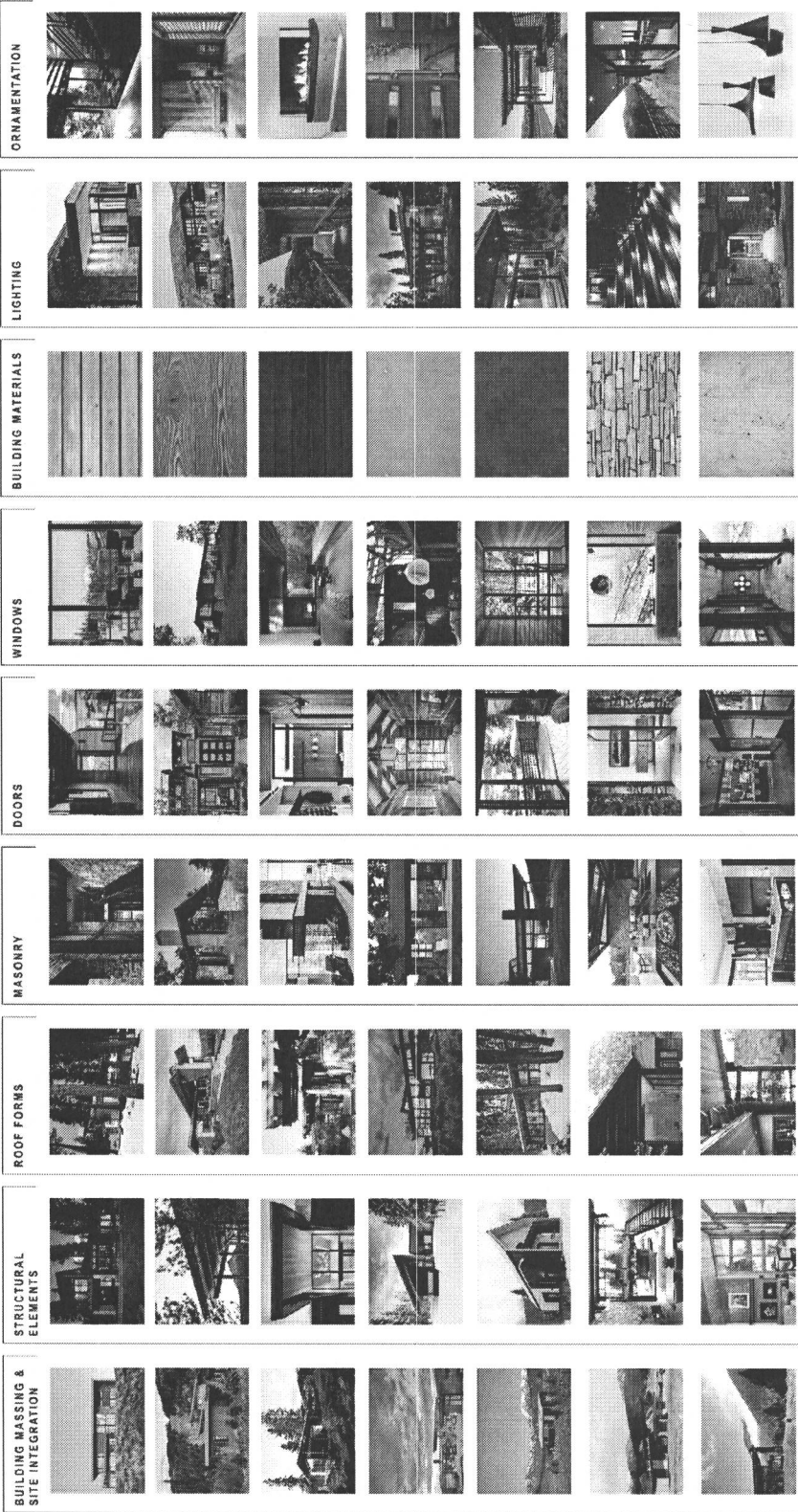
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ARCHITECTURAL PRECEDENT IMAGES
18.2 | SHEET 171 OF 178





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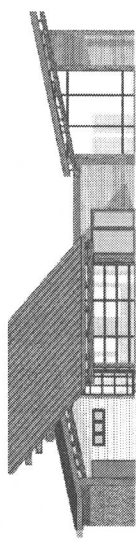
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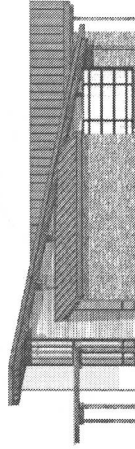
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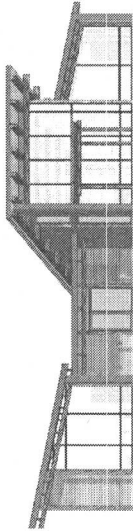
PROJECT NO. 2019-001
DATE: 10/15/2019
DRAWN BY: [Name]
CHECKED BY: [Name]
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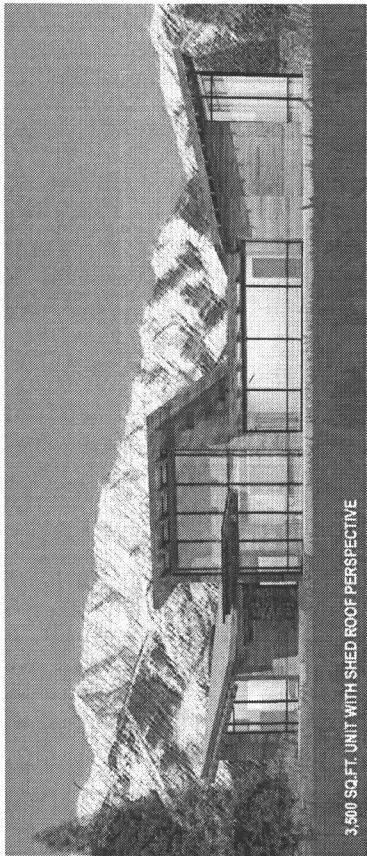
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2 Medium Rise
SCALE: 1/8" = 1'-0"

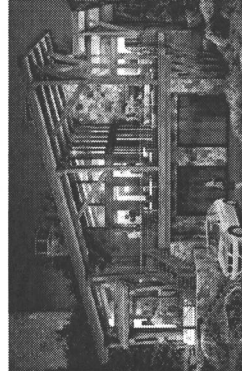
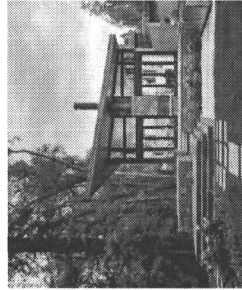


3 Medium Rise
SCALE: 1/8" = 1'-0"



3,500 SQ.FT. UNIT WITH SHED ROOF PERSPECTIVE

Note: Residential Product Types Condo/Townhouse/Single Family



Note: Architectural plans shown here within are conceptual in nature. Final designs will meet all Wasatch County regulations, including all setbacks and 35' maximum height



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RESIDENTIAL PLANS
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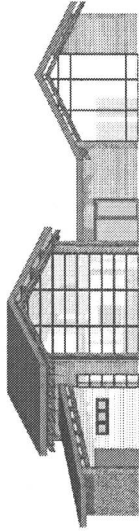


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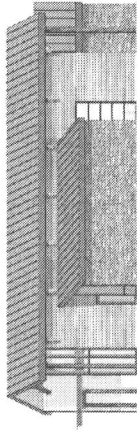


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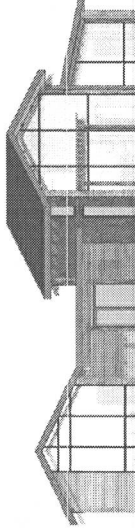
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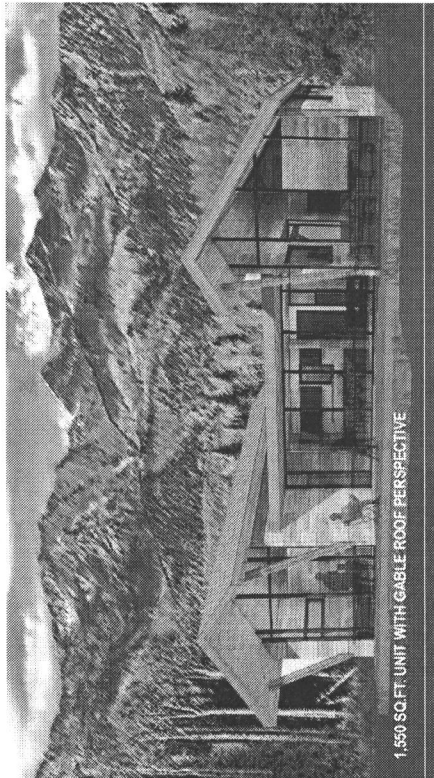
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Medium North
SCALE: 1/8" = 1'-0"



2
Medium East
SCALE: 1/8" = 1'-0"

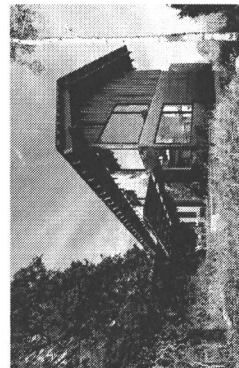
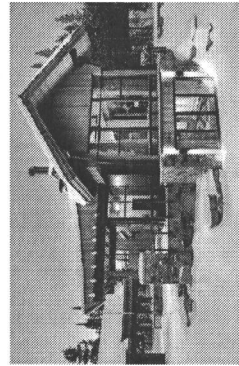
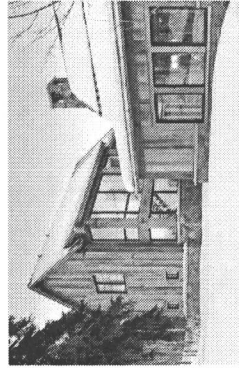


3
Medium South
SCALE: 1/8" = 1'-0"



1,550 SQ. FT. UNIT WITH CABLE ROOF, PERSPECTIVE

Note: Residential Product Types Condo/Townhouse/Single Family



Note: Architectural plans shown here within are conceptual in nature. Final designs will meet all Wasatch County regulations, including all setbacks and 35' maximum height



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RESIDENTIAL PLANS
19.2 | SHEET 173 OF 178



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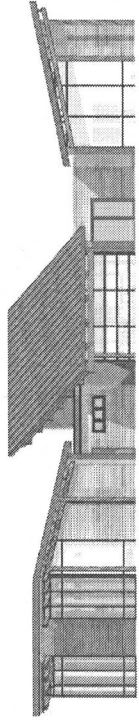
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AND EXTERIOR DESIGN
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FINISH GRADE
LEVEL 100.00
FINISH GRADE
LEVEL 100.00

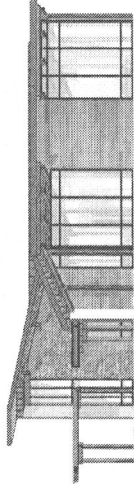
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WASATCH COUNTY, USA

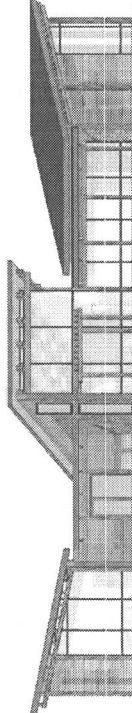
REVISIONS
NO. DATE DESCRIPTION
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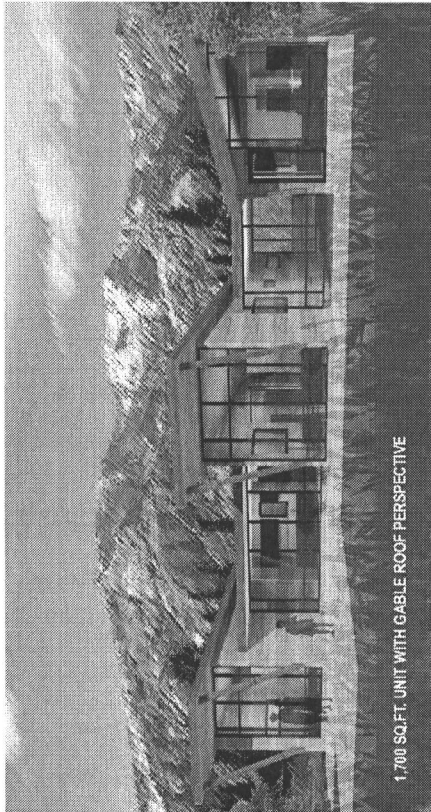
1 Large South
SCALE: 1/8" = 1'-0"



2 Large East
SCALE: 1/8" = 1'-0"

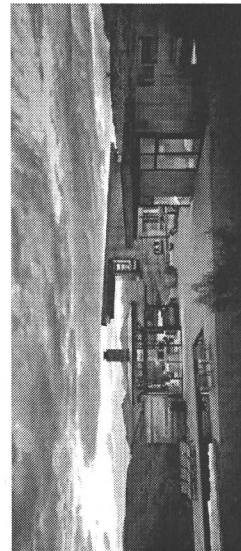
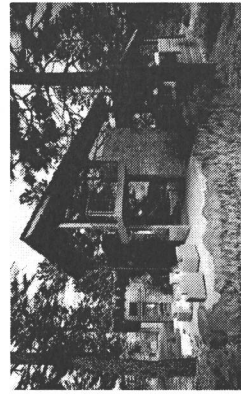
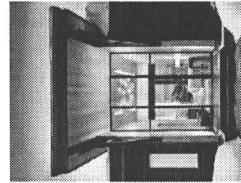


3 Large South
SCALE: 1/8" = 1'-0"



1,700 SQ. FT. UNIT WITH CABLE ROOF PERSPECTIVE

Note: Residential Product Types Condo/Townhouse/Single Family



Note: Architectural plans shown here within are conceptual in nature. Final designs will meet all Wasatch County regulations, including all setbacks and 35' maximum height



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RESIDENTIAL PLANS
19.3 | SHEET 174 OF 178



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Salt Lake City, UT 84119
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Fax: 313.222.1112

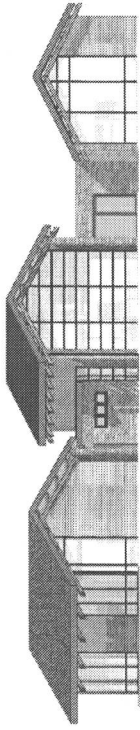


NEDERVELD
ARCHITECTS
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Fax: 313.222.1112

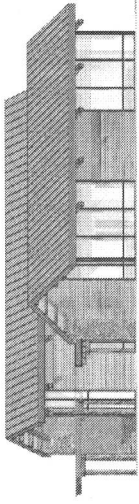
CONCEPTUAL INVESTIGATION
SCHEDULE 100-100-100
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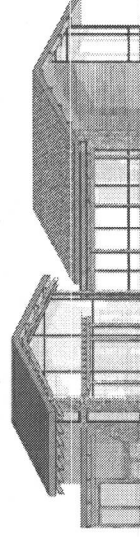
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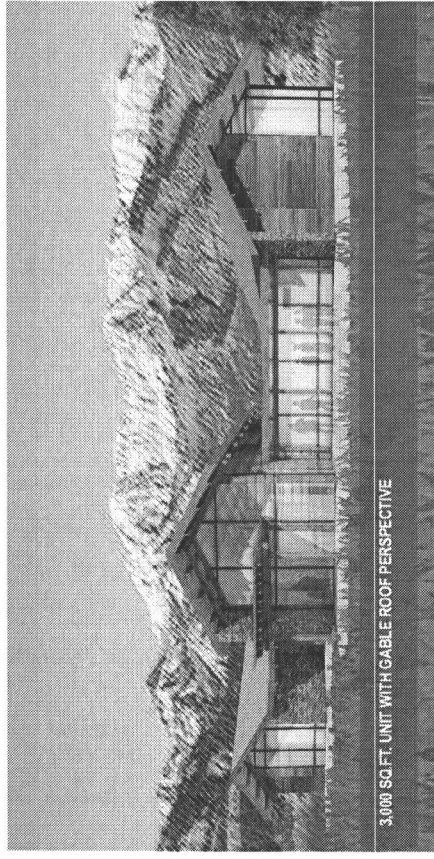
1
Large North
SCALE: 1/8" = 1'-0"



2
Large East
SCALE: 1/8" = 1'-0"

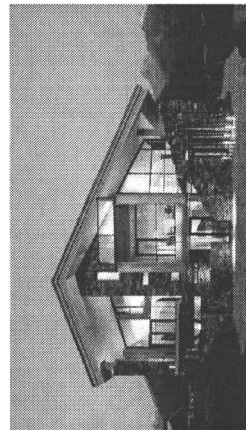
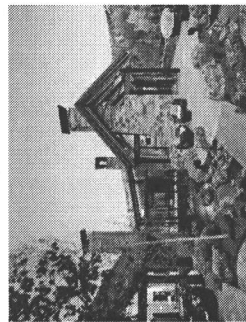
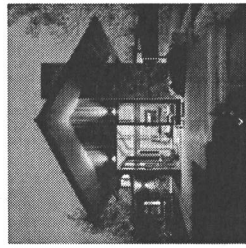


3
Large South
SCALE: 1/8" = 1'-0"



3,000 SQ. FT. UNIT WITH GABLE ROOF PERSPECTIVE

Note: Residential Product Types Condo/Townhouse/Single Family

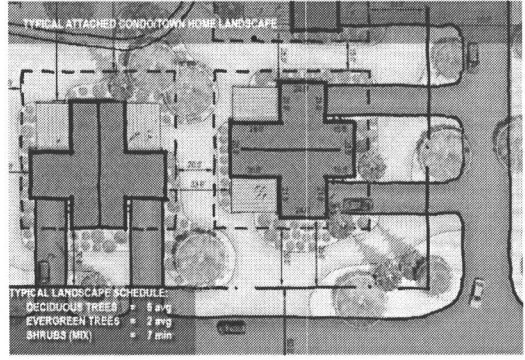


Note: Architectural plans shown here within are conceptual in nature. Final designs will meet all Wasatch County regulations, including all setbacks and 35' maximum height



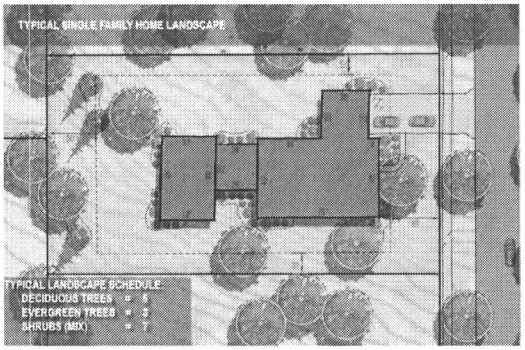
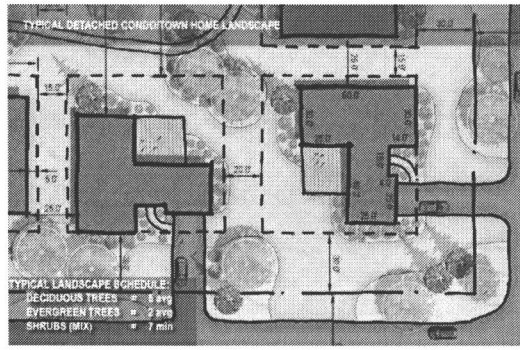
BENLOCH RANCH

RESIDENTIAL PLANS
19.4 | SHEET 175 OF 178

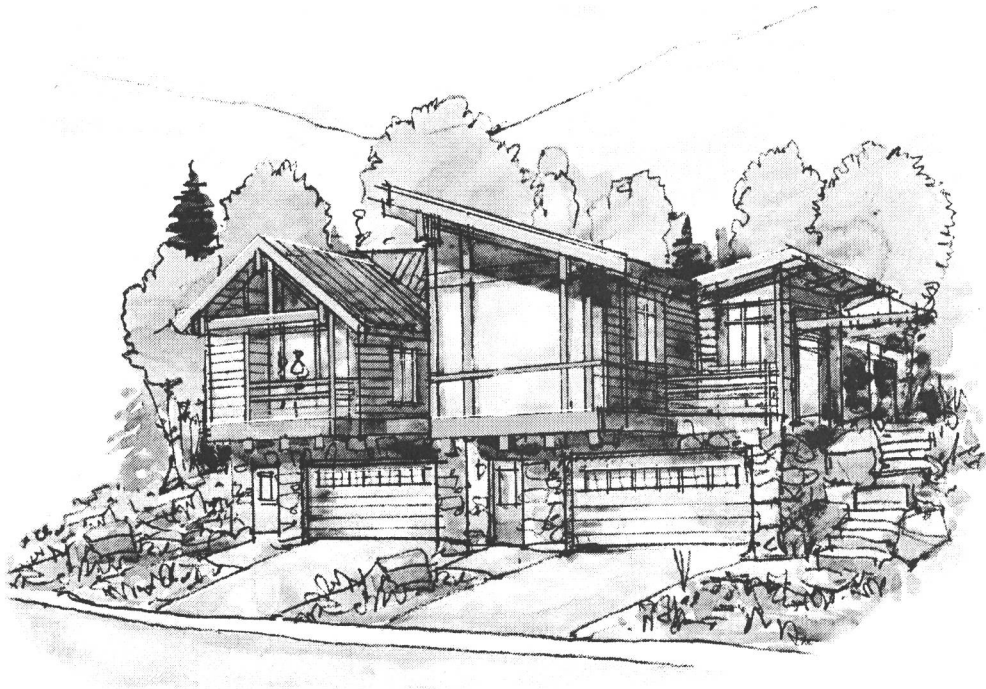


Note: Landscape Architectural plans shown here within are conceptual in nature. Final designs will meet all Wasatch County regulations, including species selection, plant material size and quantity. All disturbed areas not otherwise planned will be hydro-seeded with an appropriate native, drought tolerant seed mixture.

Note: Architectural plans shown here within are conceptual in nature. Final designs will meet all Wasatch County regulations, including all setbacks and 35' maximum height.



BENLOCH RANCH
 PRELIMINARY SUBMITTAL
 PROJECT NO. 2018-001



Benloch Ranch
Twin Home Perspective
2020.02.13

Note: Architectural plans shown here within are conceptual in nature. Final designs will meet all Wasatch County regulations, including all setbacks and 35' maximum height.



ELLIOTT WORKGROUP

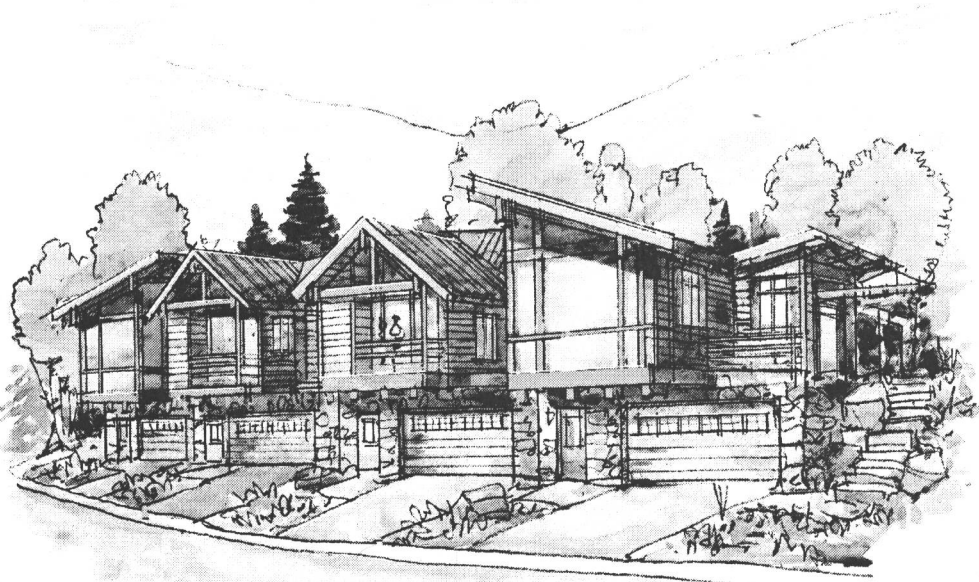


Benloch Ranch
Twin Home Perspective
2020.02.13

Note: Architectural plans shown here within are conceptual in nature. Final designs will meet all Wasatch County regulations, including all setbacks and 35' maximum height.



ELLIOTT WORKGROUP



Benloch Ranch
Townhome Perspective
2020.02.13

Note: Architectural plans shown here within are conceptual in nature. Final designs will meet all Wasatch County regulations, including all setbacks and 35' maximum height.



ELLIOTT WORKGROUP



Benloch Ranch
Townhome Perspective
2020.02.13

Note: Architectural plans shown here within are conceptual in nature. Final designs will meet all Wasatch County regulations, including all setbacks and 35' maximum height.



ELLIOTT WORKGROUP

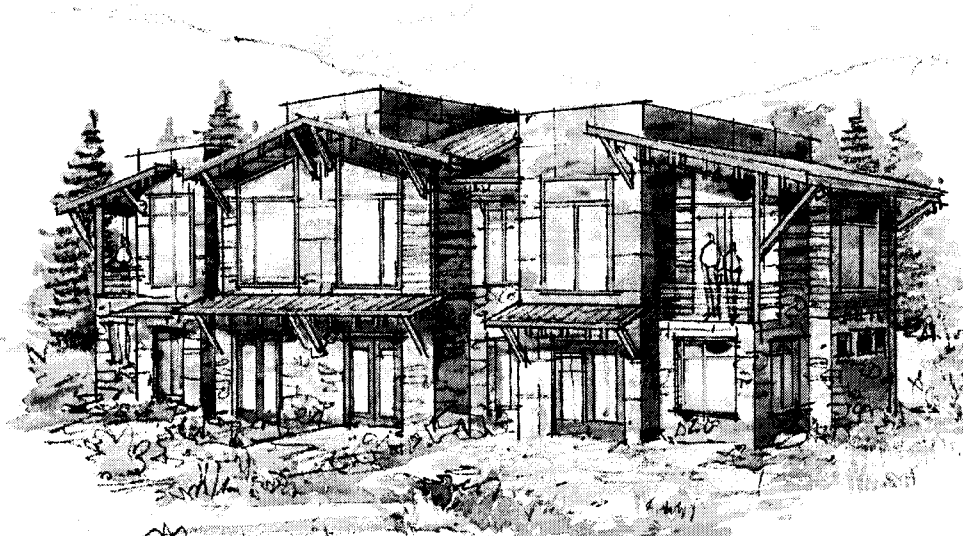


Benloch Ranch
Townhome Perspective
2020.02.13

Note: Architectural plans shown here within are conceptual in nature. Final designs will meet all Wasatch County regulations, including all setbacks and 35' maximum height.



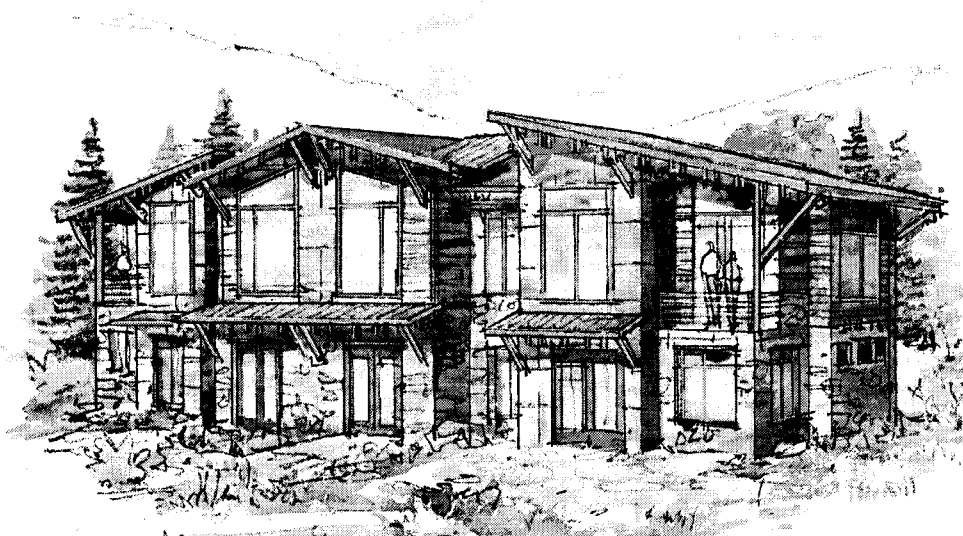
ELLIOTT WORKGROUP



ELLIOTT WORKGROUP

Benloch Ranch
Townhome Perspective
2020.02.13

Note: Architectural plans shown here within are conceptual in nature. Final designs will meet all Wasatch County regulations, including all setbacks and 35' maximum height.



ELLIOTT WORKGROUP

Benloch Ranch
Townhome Perspective
2020.02.13

Note: Architectural plans shown here within are conceptual in nature. Final designs will meet all Wasatch County regulations, including all setbacks and 35' maximum height.





Benloch Ranch
Townhome Perspective
2020.02.13

Note: Architectural plans shown here within are conceptual in nature. Final designs will meet all Wasatch County regulations, including all setbacks and 35' maximum height.



ELLIOTT WORKGROUP

EXHIBIT L
to
PROJECT DEVELOPMENT AGREEMENT

[Fireside Resort Amenities]



LAND DEVELOPMENT
CORPORATION
10000 W. 10th Street
Suite 100
Denver, CO 80202
Tel: 303.751.1000



LANDSCAPE ARCHITECTURE
CORPORATION
10000 W. 10th Street
Suite 100
Denver, CO 80202
Tel: 303.751.1000



ARCHITECTURE
CORPORATION
10000 W. 10th Street
Suite 100
Denver, CO 80202
Tel: 303.751.1000

BENLOCH RANCH
FIRESIDE RESORT
WASATCH COUNTY, USA

PROJECT NO.
DATE

10 OF 1



FIRESIDE RESORT RECREATIONAL AMENITIES

- 1 FISHING
- 2 PADDLE BOARDING
- 3 ICE SKATING
- 4 MOUNTAIN BIKING
- 5 TRAIL RUNNING / HIKING
- 6 CROSS COUNTRY SKIING
- 7 BOCCE BALL
- 8 HORSE SHOES

FIRESIDE RESORT SITE FEATURES

- 1 Fireside Resort Cabins - 238 Units
- 2 Fireside Resort Lodge / Office - Approximately 6,200 sqft
- 3 Resort Swimming Pool - Approximately 1,600 sqft (80' x 120')
- 4 Athletic / Recreational Razer Features - Pond A = 113 acre - Pond B = 232 acre
Ponds to be constructed to meet all applicable codes, will have a maximum depth of 12' and will be an average depth of 6'
- 5 Trail System - 3.0 mile within Fireside Resort including 85 below
- 6 Public Asphalt Pathway along SR32E

EXHIBIT M
(Updated Plan)



BENLOCH RANCH
MASTER PLAN
WASATCH COUNTY, USA



DATE SUBMITTED
10/1

