

When Recorded Return To:

D.R. Horton, Inc.
ATTN: Adam Loser
12351 South Gateway Park Place, Suite D-100
Draper, UT 84020

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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
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**MASTER DEVELOPMENT AGREEMENT FOR LITTLE VALLEY GATEWAY
PROJECT LOCATED IN SALT LAKE COUNTY, UTAH**

This Master Development Agreement for the Little Valley Gateway Project, located in Magna, Salt Lake County, Utah, ("Agreement") is made effective as of the Effective Date, defined below in Section 2, by and between MAGNA METRO TOWNSHIP, a municipality incorporated under the laws of the State of Utah ("Magna"); D.R. HORTON, INC., a Delaware corporation ("Developer"); KENNECOTT UTAH COPPER, LLC, a Utah limited liability company ("Kennecott"); and BOARD OF EDUCATION OF GRANITE SCHOOL DISTRICT, a body corporate and politic of the State of Utah (the "School District"). Magna, Developer, Kennecott and School District are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Developer is under contract to purchase from Kennecott approximately 145+/- acres of the land located at approximately 4000 South and 8400 West (the "Kennecott Land").

B. The School District recently acquired from Kennecott approximately 60+/- acres of land located adjacent to the Kennecott Land (the "School Land").

C. The Kennecott Land and the School Land are presently located in unincorporated Salt Lake County, and together they total approximately 205+/- acres of land and are referred to collectively as the "Little Valley Gateway Property" or the "LVG Property."

D. Developer intends to purchase and develop the Kennecott Land as a residential project consisting of various residential housing products, including single family detached homes, small cottages, townhomes (attached), apartments, and other approved mixed uses, with the Kennecott Land to receive the Planned Community ("P-C") Zone allowing up to 1,360 units of residential housing (the "Residential Project"). Kennecott wishes to cooperate with Developer to effectuate Developer's intended entitlement and development of the Residential Project.

E. Magna acknowledges that the School District is not subject to traditional land use regulation as the District locates, designs, constructs, and maintains an educational facility (pursuant to e.g., UCA § 10-9a-305(3)) and that specifically, if the School District chooses to construct a high school and related improvements on the School Land as is planned, the School Land (and its improvements, collectively, the "School Project") shall not be subject to land use regulation, including zoning. The School District acknowledges that if, due to unforeseen

circumstances, it sells the School Land, upon such sale (or other change of ownership, a “Non School Project”), the School Land and the Non School Project, shall be subject to all applicable land use regulation and this Agreement. As part of the entitlements for the School Land, and pursuant to the establishment of the entirety of the Little Valley Gateway Property as a P-C Zone, the School District desires the School Land to have the underlying zoning be designated as a neighborhood zone, and desires a condition of the neighborhood zone to allow for the possible future development of up to 240 units of single-family residential housing all of which shall be applicable in the event of a Non School Project on the School Land .

F. Developer, Kennecott, and the School District annexed the LVG Property into Magna to receive the desired zoning and entitlements to proceed forward with the Residential Project. The Residential Project and, as applicable, the School Project and/or the Non School Project are sometimes collectively referred to as the “Projects.” The Legal description of the LVG Property is attached as Exhibit A, together with a preliminary map of the Residential Project and the School Project, Exhibit B and Zoning Map, Exhibit C.

G. Magna is a municipality pursuant to Utah Code Annotated (“UCA”) §§ 10-2a-401 *et seq.*; and the Magna Metro Township Council (the “Council”) is the municipal legislative body for Magna pursuant to UCA § 10-3b-501.

H. Pursuant to Resolution No. 18-04-01, which was signed by the Mayor of Magna and adopted by the Council of Magna on April 10, 2018, the Council accepted the Annexation Petitions filed by Kennecott and the School District and instructed staff to commence the administrative and legislative work necessary to complete the annexation of the LVG Property into Magna. Pursuant to Ordinances 2018-09-01 and 2018-09-02, approved by the Council and signed by the Mayor on September 25, 2018, following duly noticed public hearings, Magna authorized the annexation of the LVG Property into Magna and classified the LVG Property, pursuant to Utah Code Section 10-9a-506, to be have land use zoning of the Planned Community (P-C) zone.

I. This Agreement defines the rights and responsibilities of the Parties with respect to the development of the Residential Project and a Non School Project, establishes vested rights, confirms the zoning and density entitlements of such Projects, and addresses development and improvement of such Projects. This Agreement, together with approved preliminary subdivision plat(s) and final subdivision plat(s) for the subject land, as the same may be amended from time to time and whether in Phases or otherwise, together with the P-C Zone and Applicable Law as defined herein, will constitute the development plan for such Projects.

J. Each Party acknowledges that it is entering into this Agreement voluntarily. Developer consents to all of the terms of the Agreement as valid conditions of development of the Residential Project; and School District consents to all of the terms of the Agreement as valid conditions of development of a Non School Project.

AGREEMENT

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

Section 1. INCORPORATION OF TERMS.

1.1 Recitals. The Recitals stated above are incorporated into this Agreement.

1.2 Exhibits. The following exhibits are incorporated into this Agreement:

Exhibit A – Legal Description of the Little Valley Gateway Property

Exhibit B – Preliminary Map of Projects / P-C Zone Plan

Exhibit C - Zoning Map for the Projects / Community Structure Plan

Exhibit D - Magna Metro Township Code of Ordinances Chapter 19.69

Exhibit E - Magna Metro Township Code of Ordinances Chapter 15.14

Section 2. EFFECTIVE DATE AND TERM OF AGREEMENT

2.1 Conditions Precedent. Notwithstanding any other provisions in this Agreement to the contrary, the following are conditions precedent to the obligations of Developer, Kennecott and the School District under this Agreement: (a) Magna's approval of this Agreement, including approval by the Council and full execution of this Agreement by Magna; (b) zoning of the Residential Project under the Planned Community ("P-C") Zone with up to 1,360 units of residential housing; (c) zoning of the School Land designated as a neighborhood zone, within the Planned Community ("P-C") Zone, allowing for possible future development of the Non School Project of up to 240 units of single-family residential housing; and (d) recordation of an approved annexation plat for the LVG Property, formally annexing all of said land into Magna.

2.2 Effective Date. This Agreement shall become effective on the last date it is executed by all of the Parties, and in the case or Magna attested by Magna's Clerk/Recorder, (the "Effective Date").

2.3. Term. The term of this Agreement (the "Term") shall commence upon the Effective Date and continue for a period of **twenty five (25)** years. Unless otherwise agreed between the Parties, or unless preserved in one or more "Covenants, Conditions & Restrictions" ("CCRs") recorded in the in the real property records of Salt Lake County for the Projects, the vested obligations, interests and rights contained in this Agreement expire either at the end of the Term, or upon termination of this Agreement as provided for herein, whichever occurs first. Upon termination of this Agreement, the obligations of the Parties to each other hereunder shall terminate, but none of the approved preliminary Plats and final Plats (subject to Section 2.4 below), dedications, easements, licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

2.4 Phasing and Plats. Magna understands and agrees that the Projects may be developed in multiple segments or phases (each a “Phase”). Plats for such Phases must be timely submitted and approved by Magna on a phase-by-phase basis. The approved final Plats for each Phase shall expire three (3) years after the date of approval if not recorded in the real property records of Salt Lake County within such three (3) year period. If the final Plats for any Phase expire during the Term of this Agreement, the density, zoning, and other provisions of this Agreement shall remain in force but final Plats for such Phase must be re-submitted to Magna for approval subject to applicable ordinances and statues in place at the time of reapplication. Notwithstanding the foregoing, the preliminary Plat(s) will not expire so long as the final Plat for any Phase within the Projects remains active.

Section 3 DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by this Agreement. Certain terms and phrases are referenced below; others are defined where they appear in the text of this Agreement, including its Exhibits.

"Applicable Law" shall have that meaning set forth in Section 4.2 of this Agreement.

"Changes in the Law" shall have that meaning set forth in Section 4.2 of this Agreement.

“Council” shall mean the Magna Metro Township Council which is the local municipal legislative body for Magna pursuant to Utah Code §§10-3b-501 et al.

“County” shall mean Salt Lake County, a political subdivision of the State of Utah. The County by interlocal agreement(s) with the MSD or Magna provides services to Magna, including but not limited to municipal-type services.

“Developer” shall mean D.R. Horton, Inc., and shall also include Developer's successors and/or assigns, including but not limited to the HOA which may succeed to control of all or any portion of the Residential Project.

“Engineer” shall mean the Salt Lake County Engineer that acts as Magna’s flood control engineer pursuant to Utah Code § 10-3c-203(1)(a)(iv).

"Governing Body" shall mean the Council.

“HOA” shall mean any homeowner’s associations established consistent with Utah Code Title 57, Chapter 8a – “Community Association Act” et al. to administer any restrictive covenants relating to the Residential Project, whether in existence now or in the future.

“Kennecott” shall mean Kennecott Utah Copper, LLC, a Utah limited liability company; provided, however, that when Kennecott transfers, conveys, or otherwise ceases to own any of the LVG Property, Kennecott will no longer be a party to this Agreement and all of the rights, duties, and obligations of Kennecott under this Agreement will terminate.

“Magna” shall mean the Magna Metro Township, a municipality incorporated as a Metro Township pursuant to Utah Code §§ 10-2a-401 et seq.

“Magna Water” shall mean the Magna Water District, an independent local district that provides water and sewer services to properties within Magna pursuant to Utah Code §§ 17B-2a-401 et seq.

“MSD” shall mean the Greater Salt Lake Municipal Services District, an independent local district, or its successor, which is responsible to provide Magna with municipal-type services such as Planning and Development Services, Public Works Services, Municipal Park Services and Animal Control Services pursuant to Utah Code § 17B-2a-1102 et al.

“Planned Community Zone or P-C Zone” shall refer to Magna Metro Township Code of Ordinances Chapter 19.69: “Planned Community (P-C) Zone as written and adopted at the time of the approval of this agreement (Exhibit “D”).

“Planning Commission” shall mean the Magna Metro Township Planning Commission, a quasi-judicial commission that makes certain land use decisions and land use recommendations to the council pursuant to Utah Code §§ 10-9a-301 et al.

“Plat” or “Plats” shall mean individually or collectively, as applicable, the preliminary subdivision plat(s) and final subdivision plat(s) for the LVG Property approved by Magna.

“Public Utilities” shall mean privately owned state-regulated entities that provide electricity, natural gas, telecommunications, cable, TV, internet services or other regulated service pursuant to Utah Code Title 54 -- Public Utilities.

“School District” shall mean the Board of Education of Granite School District.

“Township” shall mean the Magna Metro Township and shall include, unless otherwise provided, any and all of the Township's Governing Body, officials, employees or agents.

“UDOT” shall mean the Utah Department of Transportation which has the jurisdictional control of construction and operations over 8400 West, AKA U-111.

Section 4. VESTED RIGHTS AND APPLICABLE LAW

4.1 Vested Rights.

(a) To the maximum extent permissible under state and federal law, and at equity, the Parties agree that this Agreement confirms that Developer is vested with the rights, uses and densities set forth in this Agreement together with all rights to develop the Kennecott Land in accordance with the Applicable Law in force and effect on the Effective Date of this Agreement without modification or change by Magna except as specifically provided herein. To the maximum extent permissible under state and federal law, and at equity, the Parties agree that this Agreement confirms that School District is vested with the rights, uses and densities set forth in this Agreement together with all rights to develop the School Land for a Non School Project in accordance with the Applicable Law in force and effect on the Effective Date of this Agreement without modification or change by Magna except as specifically provided herein. The Parties intend that the rights granted to Developer hereunder are contractual vested rights and include the rights that exist as of the Effective Date under Applicable Law, statute, common law and at equity. The Parties acknowledge and agree this Agreement provides significant and valuable rights, benefits, and interests in favor of Developer and the Kennecott Land, including, but not limited to, certain vested rights, development rights, potential rights for new improvements, facilities, and infrastructure, as well as flexible timing, sequencing, and phasing rights to assist in the development of the Residential Project.

(b) Residential Project. As of the Effective Date of this Agreement, Developer shall have vested rights as specified under this Agreement for the Residential Project. Developer agrees that development applications for Phases within the Residential Project shall be made within sufficient time for the final Plat for the first Phase of the Residential Project to be recorded within five (5) years after the Effective Date. Thereafter, approved final Plats will be governed by the timeframe set forth in Section 2.4. Should any final plat expire as provided in Section 2.4, Developer agrees to reapply for final approval of a Plat for such Phase subject to Magna ordinances and statutes in place at the time of reapplication; provided however, that if any Phase's infrastructure is installed and completed within five (5) years of the Effective Date of this Agreement, Developer will be allowed to comply with infrastructure standards in effect at the Effective Date for each additional Phase for the Residential Project.

(c) Non School Project. As of the Effective Date of this Agreement, the School District shall have vested rights as specified under this Agreement for a Non School Project.

(c) Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police power by Magna 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 Magna to enact such legislation under its police power, such legislation shall not modify Developer's vested rights as set forth, and such legislation shall not otherwise apply to, affect, or regulate, the Projects or the use of the LVG Property, unless the Governing Body, on the record, finds that a compelling, countervailing public interest would be jeopardized by applying the standards of this Agreement rather than the provisions of such legislation. The Kennecott Land shall be excluded from any moratorium adopted pursuant to Utah Code § 10-9a-504 unless such a moratorium is found on the record by the Council to be necessary to avoid jeopardizing a compelling, countervailing public interest. For the term of this Agreement, Magna agrees that except for Changes in the Law any laws, ordinances, policies, standards, guidelines, directives, and procedures of Magna which may be in effect in the future shall not apply to the Residential Project where the application would impair or impede development, or eliminate or reclassify a use allowed under Applicable Law in force and effect on the Effective Date of this Agreement. To the extent any Changes in the Law cause a use, structure or parcel to become non-conforming, such non-conforming status shall not impair, impede or prohibit the development of previously approved uses, reconstruction or restoration of developed uses, or the extension of such uses on parcels within the Residential Project.

4.2 Applicable Law.

(a) Applicable Law. The rules, regulations, official policies, standards and specifications applicable to the development of the Projects on the LVG Property (the "Applicable Law") shall be the conditions of approvals set forth in this Agreement, and shall include those ordinances, rules, regulations, official policies, standards and specifications, including any Magna or County ordinances and resolutions, applicable to the LVG Property and in force and effect on the Effective Date of this Agreement. Without limiting the forgoing, Applicable Law includes Magna Metro Township Code of Ordinances Chapter 19.69: "Planned Community (P-C) Zone as written and adopted at the time of the approval of this agreement (Exhibit "D") and Magna Metro Township Code of Ordinances Chapter 15.14: Construction Standards in Overpressure Area (Exhibit "E"). Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all applicable requirements of Magna or the County necessary for approval and recordation of subdivision Plats, including the dedication of property for public purposes, the payment of fees and

compliance with all other applicable ordinances, resolutions, regulations, policies and procedures.

(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 LVG 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 the smallest degree possible in order to comply with the Changes in the Law.

4.3 Governing Standards.

Subject to the terms and conditions of this Agreement, development of the LVG Property and the Projects shall be governed by the procedures, standards and requirements of the Applicable Law, the approved final Plat (as appropriate) for each Phase of the Projects (and any conditions of approval related thereto required or allowed under Applicable Law). If there are any material conflicts between this Agreement and the Applicable Law, this Agreement shall prevail to the extent this Agreement and Applicable Law cannot be reconciled.

Section 5. OBLIGATIONS OF DEVELOPER AND MAGNA

5.1 Obligations of Magna Township.

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

(b) Residential Project Zoning. Magna acknowledges that pursuant to Chapter 19 of the Magna Township Code of Ordinances and Applicable Law, the Residential Project on Kennecott Land (approximately 145 acres) is hereby approved for and shall be zoned as Planned Community ("P-C") Zone with up to 1,360 units of residential housing.

(c) Non School Project Zoning. Magna acknowledges that pursuant to Chapter 19 of the Magna Township Code of Ordinances and Applicable Law, underlying zoning of the School Land (approximately 60 acres) is hereby approved for and shall designated a neighborhood zone under the P-C Zone Community Structure

Plan and allow for the possible future development for up to 240 units of single-family residential housing.

(d) Approval of Applications. The approval processes for development applications for the Residential Project and the Non School Project shall be as provided in this Agreement and Applicable Law. Magna shall approve development applications if they comply with this Agreement and Applicable Law. Nothing in this Section shall be construed to require Developer to obtain further zoning approval with respect to the use or density provided herein. Magna, Developer, and School District shall cooperate reasonably in promptly and fairly processing and approving development applications as appropriate.

5.2 Obligations of Developer

(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 are material consideration for Magna's agreement to perform and abide by the covenants and obligations of Magna set forth herein.

(b) Conditions to Approval. Developer shall comply with the Conditions to Approvals as set forth in this Section 5.2(b). If Developer does comply with this section, and is not otherwise in material default under Section 22.1, Developer shall be entitled to receive Magna's approval of applications for the Plats, building permits, certificates of occupancy, and other development applications related to the Kennecott Land.

(1) Payment of Fees. Developer agrees to pay all Magna fees as established as of the Effective Date under Applicable Law which are collected by the MSD or County (with the amount of such fees subject to reasonable increases commensurate with increases, if any, imposed by other jurisdictions within Salt Lake County over the term of this Agreement for similar services) as a condition of developing the Residential Project, including all engineering, planning or other fees incurred by Magna, whether directly or through the MSD or County, in relation to the Residential Project. All fees, including outstanding fees for prior plan checks (whether or not such checks are currently valid) shall be paid current prior to the recording of any Plat or the issuance of any building permit.

(2) Water & Sewer: Developer acknowledges that Magna Water provides water and sewer services to properties within Magna, and must agree to the provision of the same to the Residential Project and residential units within the Residential Projects. Magna Water must sign off on any

Plats for the Residential Project prior to recording. In addition to the obtaining Magna Water's signature on Plats prior to presentation to the Council, if Magna so requests from Developer, Developer shall provide to Magna a written statement from Magna Water that it is ready, willing and able to provide water and sewer service to the Residential Project and that Developer has complied with all reasonable rules, regulation and conditions of Magna Water, including payment of impact fees, if any, requested of it by Magna Water.

(3) Public Utilities. Developer acknowledges that electricity, natural gas, telecommunications, cable, TV, internet services and other utility-type services for the Projects and residential units within the Projects are provided by independent public utilities (the "Public Utilities"). Developer shall be solely responsible to obtain such services as needed for the Residential Project and will not look to Magna for such services. If Magna so requests from Developer, Developer shall provide to Magna written statements from any Public Utilities which are necessary for the development of the Residential Project that they are ready, willing and able to provide utility type services and that Developer has complied with all reasonable rules, regulation and conditions of such Public Utilities for provision of service.

(4) Improvements. Developer shall construct and dedicate to the public those public improvements within the Residential Project which are required under Applicable Law, including, but not limited to roads, trails, landscaping, water, sewer, storm drains and other utilities as shown on the final approved plans for each Phase and in accordance with standards adopted by Magna or the entities, such as Magna Water and Public Utilities providing services or utilities using such improvements.

(5) Ditch and Canal Easements. Developer agrees to observe all existing easements, whether prescriptive or express, held by canal companies, ditch companies and / or irrigation companies, which easements affect land within the Residential Project and to show such easements on its subdivision Plat(s) to the extent known or reasonably discoverable.

(6) Road Maintenance and Snow Removal. Developer agrees to be responsible for maintenance, including snow removal, on all roads or streets in the Residential Project until such roads or streets are dedicated to the public pursuant to a recorded final Plat for any Phase of the Residential Project. To the extent any roads or streets are not dedicated, or intended to

be dedicated, to the public, the HOA will provide maintenance including snow removal.

(7) Weed Control. Developer agree to be responsible for weed control on each portion of the Residential Project which Developer holds title to. Developer's obligation under this section will continue with respect to each portion it owns until such time as title is transferred to a purchaser.

Section 6. DEVELOPMENT PLAN AND PLATS .

6.1 Development Plan. The approval and execution of this Agreement by Magna grants the Developer the right to develop the Residential Project and construct the Residential Project in accordance with the uses, maximum densities, improvements and general configuration of development as set forth in this Agreement. Together with the P-C Zone, Community Structure Plan and subdivision Plats, this Agreement constitutes the Development Plan for the Residential Project. The Parties acknowledge that final Plats for Phases of the Projects may be subject to approval by other governmental entities or service districts, including without limitation Magna Water, the MSD, the County, the Engineer, and other entities that may provide services to the Projects. The Parties will work cooperatively together to expedite the preparation of Plats and the obtaining of needed approvals, but all parties acknowledge, to the extent third party approval of a Plat is required, no Party to this Agreement shall be liable to other Parties to this Agreement for delays as a result thereof except to the extent the needed approvals are the result of the default on the part of a Party to this Agreement, as defined in Section 22.

6.2 Distinct Obligations. In addition, nothing in this Agreement shall be construed to impose on Developer any obligations for the development or improvement of the School Project. Likewise, nothing in this Agreement shall be construed to impose on the School District any obligations for the development or improvement of the Residential Project. Developer and School District have their own separate agreement relating to their respective obligations to each other and each other's Projects. This Agreement shall not be deemed to modify or affect in any manner the terms and provisions of said separate agreement between Developer and School District.

Section 7. DEVELOPMENT STANDARDS.

Developer shall comply with the provisions of Applicable Law in developing the Residential Project unless otherwise stated in this Agreement. In addition, the following provisions shall apply to Developer's development of the Residential Project:

7.1 Phasing. Magna acknowledges that Developer or future assignees may develop the Residential Project in Phases. The Parties acknowledge that the most efficient and

economic development of the Residential Project depends on numerous factors, such as market conditions and demand, infrastructure planning, competition, the public interest and other similar factors. Subject to the terms and conditions of this Agreement, the timing, sequencing, location and phasing of the Residential Project, including but not limited to construction of roads, water and storm drain systems, parks, and other public infrastructure improvements, including project improvements and off-site improvements, shall be as determined by Developer in its reasonable business judgment. It is Developer's intent that the open space and public infrastructure improvements of the Residential Project will be determined in connection with the Plat approvals of each Phase.

7.2 Specific Project Development Elements. Developer acknowledges that notwithstanding any other provisions of the Applicable Law, development of the Residential Project shall comply with the P-C Zone, and will include the following:

- a. The Residential Project shall be planned by professional engineers and professional landscape architects, and plans shall be submitted and approved by the Engineer and Planning & Development Services.
- b. The Residential Project shall be subject to one or more recorded covenants, conditions, and restrictions ("CC&Rs"), which establish architectural and landscape guidelines. Developer will allow Magna to review the CC&R's prior to recording, but Magna will have no responsibility or liability for their content or any obligation to enforce them. The CC&Rs will, however, grant authority to Magna, after the period of the declarant's administrative control, as identified in the CC&Rs, to enforce any provisions of the CC&Rs intended for Magna's protection if Magna, solely at its option, determines to enforce the same.
- c. For purposes of this Agreement, acceptable materials include rock, composite masonry siding (such as hardie board), stucco, brick, and stone will be used.
- d. If front-yard landscaping cannot be installed prior to occupancy due to seasonal weather constraints, landscaping will be installed no later than the next June 30 after occupancy, in which case Developer will be required to post appropriate bonds to guarantee completion of landscaping.
- e. The landscaping for each attached or multifamily residential unit shall be fully completed prior to occupancy of the same; provided, however, that if landscaping is not able to be installed prior to occupancy due to seasonal constraints, landscaping will be installed no later than the next June 30 after occupancy, in which case Developer will be required to post appropriate bonds to guarantee completion of landscaping.

f. Any open space or common areas in the Residential Project which are not dedicated to Magna or at Magna's request, the County, will be responsibility of and maintained by the HOA.

g. The total minimum square footage for each residential unit in the single-family portion of the Residential Project will be 1,200 above grade finished for detached residential units and 800 above grade finished for attached townhome residential units; provided, however, basements for such residential units, if any, may be unfinished and the square footage thereof may be counted toward the overall square footage requirement. Apartment units are exempt from the foregoing limitations.

h. Elevations for detached residential units within the Residential Project will vary so that two residential units with the same exterior elevation will not be located adjacent to, or across the street from, each other.

i. All detached residential units must have a minimum of a two (2) car garage. For the purposes of this Agreement, and notwithstanding any contrary provision of Applicable Law, a 2-car garage must be not less than twenty feet (20') wide and have a minimum of interior 440 square feet.

j. Residential fences shall not exceed 6' in height. Semi-privacy fencing is encouraged to maintain feeling of openness. The Developer, or the architectural review committee after the expiration of the period of the developer's administrative control, as identified in the applicable CC&Rs, must approve all fencing material and colors in writing.

k. Developer will provide a one-year warranty for all public infrastructure improvements, provided that notwithstanding any provisions of Applicable Law to the contrary Developer may post a surety bond to satisfy any warranty obligations related to public infrastructure improvements.

l. Prior to recording a final Plat for any Phase, Developer agrees to post bonds in amounts and types established by Magna, or applicable third-party entity such as Magna Water, related to performance of Developer's construction obligations for the Residential Project, pursuant to the standards of Applicable Law. Notwithstanding the foregoing, prior to recording a Plat for any Phase of the Residential Project, Developer may develop infrastructure required by Magna or its agents in any Phase at Developer's risk without posting a bond provided that such improvements must be complete and approved by Magna, or the appropriate bond

posted, prior to recording the applicable plat. The bond may contain provisions allowing Developer to draw on the bond to complete such improvements.

m. Developer acknowledges and agrees Magna Water will provide water and sewer. Developer will work directly with Magna Water regarding water and sewer services and Magna will have no responsibility for these services.

n. Developer may elect to install entryway monuments for the Residential Project. Signage may be incorporated onto the face of and the monuments shall be constructed of wood, metal, rock, and/or tile and shall not include plastic or vinyl per Magna Sign Ordinance 19.82.

Section 8. COMMUNITY IMPROVEMENTS WITHIN THE RESIDENTIAL PROJECT.

8.1 All portions of the Residential Project must be developed in compliance with the approved final Plat for each Phase of the Residential Project and the terms and conditions, if any, of approval related thereto as allowed under Applicable Law. No amendments or modifications to the approved final Plat for any Phase of the Residential Project shall be made by Developer, or Developer's successors in interest, without the written consent of Magna.

8.2 Subject to Section 18 of this Agreement, below, the Parties agree and acknowledge that Developer will construct all public infrastructure improvements for the Residential Project in accordance with the provisions of this Agreement and as approved and required in the platting process for each Phase of the Residential Project ("**Improvements**"). All proposed Improvements which are to be transferred to Magna under the terms of this Agreement must be reviewed and approved by Magna and shall be constructed in accordance with the review comments and concept approved by Magna. No final Plat for any Phase of the Residential Project will be recorded until Improvements required for that Phase are constructed by Developer, or Developer has adequately bonded for the construction of the Improvements for such Phase. Notwithstanding the foregoing, in connection with development of any Phase of the Residential Project Developer will be required to construct only that portion of the Improvements for the Residential Project which are required under the Applicable Law to service the Phase identified on the specific final Plat or site plan for such Phase.

8.3 The Parties intend that this Agreement, and the approvals for the individual Phases within the Residential Project will not impose any unlawful exactions or other burdens on Developer which is not permitted under Applicable Law. The Parties agree that, as of the date of Developer's execution of this Agreement, Magna has not requested that Developer construct any system improvements or other infrastructure which would create capacity for

utilities or services beyond that which is estimated to be necessary for the Residential Project. During the term of this Agreement, Magna will not require Developer to construct improvements, utilities, or other infrastructure in excess of capacity necessary to provide services to the Kennecott Land without reimbursing Developer for the costs of such excess infrastructure, allocating payment of costs related to the infrastructure proportionately between Developer and Magna consistent with Section 18 of this Agreement, or entering into a reimbursement agreement satisfactory to Developer regarding repayment for the cost of such excess infrastructure. Magna also will not impose an impact fee on Developer as a condition of development. Any issue relating to Developer having to construct improvements, utilities, or other infrastructure in excess of capacity necessary to provide services to the Kennecott Land at the request of third parties such as Magna Water, or the payment of impact fees to such third parties, is between Developer and such third parties and Developer.

Section 9. STREETS AND RELATED IMPROVEMENTS.

Developer will construct and/or improve the streets shown on each final Plat for the Residential Project. Developer will dedicate those streets intended to be public streets to Magna or, at Magna's request, to the County. Construction and/or improvement of the streets shall include curb, gutter, paving, sidewalks, trails, park strips and related utilities as shown on the approved final plat and construction drawings for the Residential Project. All construction and improvement of public streets and related improvements shall be in accordance with approved design and construction standards and requirements. However, because of unique site considerations, streets need not meet the otherwise applicable standards of the Applicable Law so long as they meet standards approved by Magna and Engineer. When completed, the public streets will be dedicated to Magna or if requested by Magna to Salt Lake County, for maintenance as public roads or trails. Any interior streets not built to standards approved by Magna will be owned and maintained by the applicable HOA.

Section 10. UTILITIES.

Developer shall install or cause to be installed natural gas, underground electrical service, sanitary sewer, culinary water supply systems, and storm drainage facilities as required by Magna for the Residential Project, and in accordance with the reasonable and customary design and construction standards of the standards of the applicable Public Utilities, Magna Water and the Engineer, up to the boundary lines of the Residential Project and any off-site improvements required to serve the Residential Project.

Section 11. IMPROVED OPEN SPACE AND PARK IMPROVEMENTS.

11.1 In meeting the Open Space requirements of the P-C Zone, the following is noted: If the detention or retention facilities required under Section 13 are capable of being used

as open space or for park uses when not holding water, they shall count towards Developer's Open Space requirements. Open Space is defined as an area of land, water, or wetlands set aside or reserved for use by residents of the development or to beautify or create a feeling of openness in the Residential Project, and may include an expanse of lawn, trees, plants, trails and other natural areas. Open Space may also include any open area of the Residential Project including: required yards, park strip, setbacks, walkways, community amenities and common or limited common areas. Park improvements and other amenities will be provided as determined in the Platting process of each Phase.

11.2 There will be various amenities throughout the Residential Project as approved on a plat-by-plat basis for each Phase in accordance with the P-C Zone.

Section 12. LOT MINIMUMS AND SETBACK REQUIREMENTS.

Subject to the approved densities set forth in this Agreement, Developer agrees to comply with all setback requirements and minimum lot sizes of the P-C Zone.

Section 13. DETENTION PONDS AND DRAINAGE.

Developer will obtain from the owner or operator of local canals a license or easement to discharge into the canal storm water in an amount determined to be appropriate based on the approved engineered construction drawings for the Residential Project. If detention is also necessary, Developer will construct on-site storm drainage facilities for flood control within the Residential Project. If necessary, Developer will provide on-site storm water retention facilities for the Residential Project. Prior to Developer recording any final Plats in the Residential Project, Magna will approve a final master drainage plan for the Residential Project. Magna may require that the applicable HOA to own and maintain the detention pond(s); provided, however that Magna will take ownership and maintenance responsibility for the detention pond(s) if it is determined that the detention pond is necessary for flood control beyond that needed by the Residential Project.

Section 14. COMMUNITY MONUMENTS.

To the extent Developer installs entry monuments for the Residential Project, such monuments shall be a consistent theme and design to provide a cohesive and attractive feel within the Residential Project per Magna Ordinance 19.82.

Section 15. SYSTEM OR OFF-SITE IMPROVEMENTS.

Developer agrees to construct and install all on-site and off-site improvements that are necessary for the Residential Project. Magna may require that the portion, if any, of the system or off-site improvements which are necessary to provide utilities or services to the Residential Project be completed prior to the issuance of any certificates of occupancy for the residential units within

the Residential Project. Otherwise, Magna may not withhold or delay approval of applications or permits for the Residential Project on completion of any system or off-site improvements. As set forth in Section 8.3, Magna will not require system or off-site improvements in excess of the capacity necessary to provide services to the Residential Project without reimbursing Developer, allocating payment of costs proportionately between Developer and Magna consistent with Section 18, or entering into a reimbursement agreement satisfactory to Developer.

Section 16. Reserved.

Section 17. DEDICATION OF PUBLIC IMPROVEMENTS.

Except as otherwise provided in this Agreement, Developer agrees to dedicate and donate to Magna all parcels within the Residential Project required by Applicable Law for the location of utilities, utility facilities and improvements, and any other parcels shown on the approved final Plats for the Residential Project as intended for public use, for utilities, roads, and other public purposes unless those facilities will be owned and maintained by the HOA.

Section 18. PROPORTIONALITY OF PUBLIC IMPROVEMENTS.

Subject to Section 8.3, the Parties agree that to avoid unlawful exactions, all improvements that are constructed by Developer and are intended to be dedicated to, and accepted by, Magna in connection with development of the Residential Project shall be governed by the following standards regarding payment and reimbursement.

18.1 All on-site storm drain and sewer improvements that are not “system improvements” will be paid for by Developer without any rights of reimbursement.

18.2 All roadways within the Residential Project shall be paid for by Developer without any rights of reimbursement; provided, however, that if Magna requires Developer after the Effective Date of this Agreement to construct, expand or enhance any off-site roadways or related improvement, or to expand the service capacity of offsite roadways, Magna shall be responsible to reimburse Developer for all costs associated with the same. Notwithstanding Section 8, above, the reimbursement shall be accomplished by way of a cash reimbursement or a corresponding (dollar for dollar) credit against applicable impact fees; provided, however, that Developer shall not be required to pay more for offsite roadways or related improvements than Developer will be able to recover through the impact fee credits. Notwithstanding the foregoing, if after the Effective Date UDOT requires the Developer to construct, expand, or enhance any road under their jurisdictional control, Developer and UDOT will be required to address costs under a separate agreement.

18.3 To the extent Magna requires Developer to construct any oversized improvements, other than culinary waterlines or sewer lines which are the responsibility of Magna Water,

with capacity in excess of what is required to provide service to the Residential Project, a proportionality assessment shall be performed by Magna, with the assistance of Engineer, with review and approval from Developer's engineer (which approval shall not be unreasonably withheld), using applicable engineering standards, to determine the proportion of construction costs to be paid by Developer and the proportion of costs to be paid by Magna or other parties. Magna shall be responsible to pay the incremental costs of the oversized improvements (e.g., all amounts in excess of what Developer would pay to construct improvements with capacity sufficient only for the Residential Project).

18.4 The provisions of this Section 18 shall be interpreted and administered in compliance with the standards for lawful exactions as set forth in Utah Code § 10-9a-508 and applicable Utah case law, with Developer paying for its own project improvements, and Magna and/or third parties paying for (or reimbursing payment of) the costs of system improvements. The determinations of the size and design of improvements to be constructed, cost-sharing or reimbursement for the same, and applicable of the standards described in this Section 18 shall be made on a Phase-by-Phase basis at the time of final Plat approval for each Phase. Nothing in this Agreement shall prohibit the Parties from entering into separate reimbursement agreements for each Phase, and such reimbursement agreements shall comply with the standards set forth in this Section 18 and applicable Utah law.

Section 19. HOME OWNERS ASSOCIATION.

Prior to recording any final Plat for the Residential Project, Magna may require Developer to organize one or more HOAs and vest such HOAs with legal authority to collect assessments and to maintain any common areas within the Residential Project that will not be dedicated to the public.

Section 20. RESERVED POWERS.

The Parties agree that Magna reserves certain legislative powers to amend the Applicable Law to apply standards for development and construction generally applicable throughout Magna. However, it is the intent of the Parties to vest Developer and School District with the specific land uses and densities for the LVG Property specifically identified in this Agreement. Subject to the terms and conditions of this Agreement, Developer shall be required to comply with the Applicable Law and all other generally applicable standards, conditions and requirements, to the extent not in conflict with the Applicable Law and this Agreement, enacted by Magna to protect the health, safety and welfare of the current and future inhabitants of Magna.

Section 21. ANNUAL REVIEW OF COMPLIANCE.

The Parties agree that Magna may conduct an annual review of compliance by Developer with the terms of this Agreement. It shall be an event of default if Developer has failed to fund roads, parks or other utility infrastructure facilities required by this Agreement or by Applicable Law on the timeframes required under this Agreement or the Applicable Law, or if work remains materially incomplete on public infrastructure facilities after the time limit, if any, for completing such work has expired without having received an adequate extension of time for the completion of such facilities from Magna. It shall be an event of default if Developer fails to deposit lawfully required assurances for the improvements required by this Agreement or Applicable Law or fails to cure in a reasonable time frame any material defect discovered by Magna upon inspection of any infrastructure utility facilities.

22. DEFAULT.

22.1 Default by Developer. If Magna asserts that an event of default on Developer's part has occurred, Magna shall provide not less than thirty (30) days written notice, which notice shall include all material details regarding the nature of the alleged default, and shall notify Developer of a meeting of Magna's Township Council where Developer's alleged default shall be heard and reviewed by Magna's Township Council. Developer shall be entitled to attend the hearing and comment on the evidence presented concerning the default. If, after the hearing, the Township Council determines that default exists, then Developer shall have thirty (30) days in which to cure such default. 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. If an event of default by Developer remains uncured after the hearing and time for cure provided for in this Section, Magna may institute legal proceedings to enforce the terms of this Agreement. If the default is cured, then no default shall exist and Magna shall take no further action.

22.2 Default Notice to Magna. If Developer asserts that an event of default on Magna's part has occurred, Developer shall request in writing a hearing before the Council and submit evidence of the default. Magna shall schedule a hearing before the Council, or a hearing officer, if allowed under Applicable Law, within thirty (30) days of the written request of Developer, unless additional time is granted by Developer, which additional time shall not be unreasonable withheld. Developer shall attend the hearing and be given sufficient opportunity to present evidence concerning the default. If, after the hearing, the Council or hearing officer determines default exists, then Magna shall have thirty (30) days in which to cure such default. 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. If an event of default by Magna remains

uncured after the hearing and time for cure provided for in this Section, Developer may institute legal proceedings to enforce the terms of this Agreement, including for specific performance, or sue for damages or injunctive relief. If the default is cured, then no default shall exist and Developer shall take no further action.

Section 23. ASSIGNMENT.

23.1 Except as otherwise provided herein, Developer may assign, in whole or in part, any rights or interests under this Agreement by mutual consent with Magna and Kennecott, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Developer may assign this Agreement to a related entity by giving written notice to Magna, and Kennecott provided that any assignee shall consent in writing to be bound to the terms of this Agreement as a condition of assignment.

23.2 If Developer does not acquire the Kennecott Property, any and all rights and interests of Developer under this Agreement shall automatically vest in Kennecott with the further consent of Magna, Developer or School District.

Section 24. OWNER'S CONSENT; AGREEMENT TO RUN WITH LAND; BINDING EFFECT.

Kennecott hereby consents to the terms and conditions of this Agreement as an encumbrance on the Kennecott Land. School District hereby consents to the terms and conditions of this Agreement as an encumbrance on the School Land but only with respect to a Non School Project. This Agreement shall be recorded against the LVG Property and shall be deemed to run with the land. This Agreement shall be binding upon and inure to the benefit of the successors, heirs and assigns of the Parties hereto, and to any entities standing in the place of any of the original parties as a result of reorganization, consolidation, merger, or any other legally recognized process. This Agreement shall also be binding on any governmental entity or political subdivision that assumes from Magna jurisdiction and authority for planning and zoning matters related to the LVG Property. In the event of such an assumption, such governmental entity or political subdivision shall also assume all the rights, responsibilities, duties, and obligations of Magna identified in this Agreement.

Section 25. INTEGRATION.

This Agreement constitutes the entire understanding and agreement between the Parties, and supersedes any previous agreement, representation, or understanding between the Parties relating to the subject matter hereof; provided however, that the Applicable Law shall govern the procedures and standards for approval of each subdivision and public improvement.

Section 26. NOTICE.

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, provided by a method of electronic or digital communication that provides for confirmation that the notice was delivered to the recipient, or if mailed, by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below:

To Developer: D.R. Horton, Inc.
ATTN: Adam Loser
12351 South Gateway Park Place, Suite D-100
Draper, UT 84020
Email: ARLoser@DRHorton.com

To Kennecott : Kennecott Utah Copper, LLC
4700 Daybreak Parkway
South Jordan, Utah 84009
Attention: Jeff Stephenson
Principal Advisor, Land Transactions
E-mail Address: Jeff.Stephenson@riotinto.com

To School District: Board of Education of Granite School District
2500 South State Street
Salt Lake City, UT 84115
Attention: Real Estate and Risk Management
E-mail Addresses: kcbadshaw@graniteschools.org
manderson@fabianvancott.com

To the Magna Metro Township: Magna Metro Township
Attn: Mayor, Magna Metro Township
8952 W. Magna Main St.
Magna, Utah 84044

Copy To: Greg Schulz, Administrator
8952 W. Magna Main St.
Magna, Utah 84044

Section 27. SEVERABILITY.

The provisions of this Agreement are severable, and should any provision hereof be deemed unenforceable or invalid, such unenforceability or invalidity provision shall not affect the remaining provisions of this Agreement.

Section 28. WAIVER.

Any waiver by any Party hereto of any breach of any kind or character what so ever by the other Party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other Party.

Section 29. NO MODIFICATION.

Except as provided herein, this Agreement may not be modified, altered or terminated, except by an instrument in writing signed by the Parties hereto. Notwithstanding the foregoing, Kennecott, Magna and Developer may amend this Agreement without the consent or approval of the School District with respect to the Residential Project and/or the Kennecott Land provided such amendment does not change the vested densities and uses of the School Land.

Section 30. GOVERNING LAW.

This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.

Section 31. COSTS OF ENFORCEMENT.

In the event of an uncured default on the part of any Party to this Agreement, that Party shall be liable for all costs and expenses incurred by the other Parties enforcing the provisions of this Agreement, whether or not legal action is instituted.

Section 32. 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.

Section 33. 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 warranting Party:

- (a) Such Party, if a business entity, 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.
- (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.

Section 34. NO THIRD-PARTY BENEFICIARIES.

This Agreement is between the Parties hereto only. No other person or entity shall be deemed a third-party beneficiary or have any rights under this Agreement.

Section 35. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which will be deemed an original.

Dated this 21 day of December, 2018

Signature Pages To Follow

DEVELOPER

D.R. Horton, Inc, a Delaware corporation

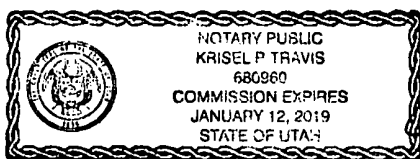
By: _____

Printed Name: Jonathan S. Thornley

Title: Division CFO

STATE OF UTAH)
) :SS
SALT LAKE COUNTY)

On this 21 day of December, 2018, personally appeared before me, Jonathan S. Thornley, who being by me duly sworn, did say that he/she is the DIVISION CFO of D.R. Horton, Inc., and that the foregoing instrument was signed on behalf of said company by authority of its governing body, and he/she acknowledgment to me that said limited liability company executed the same.



Krissel P. Travis
NOTARY PUBLIC

SCHOOL DISTRICT:

BOARD OF EDUCATION OF GRANITE SCHOOL DISTRICT, a body corporate and politic of the State of Utah

By: [Signature]
Printed Name: Terry Bawden
Title: GSD Board President

STATE OF UTAH)
:SS
SALT LAKE COUNTY)

On this 8th day of JANUARY, 2018, personally appeared before me, Terry Bawden, who being by me duly sworn, did say that he/she is the President of the Board of Education of Granite School District, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its governing body, and he/she acknowledgment to me that said limited liability company executed the same.



[Signature]
NOTARY PUBLIC

KENNECOTT:
Kennecott Utah Copper, LLC, a Utah limited liability company

By: _____
Printed Name: _____
Title: _____

STATE OF UTAH)
:SS
SALT LAKE COUNTY)

On this ____ day of _____, 2018, personally appeared before me, _____, who being by me duly sworn, did say that he/she is the _____ of Kennecott Utah Copper, LLC, a Utah limited liability

BOARD OF EDUCATION OF GRANITE SCHOOL DISTRICT, a body corporate and politic of the State of Utah

By: _____

Printed Name: _____

Title: _____

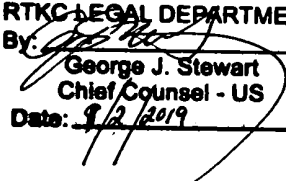
STATE OF UTAH)
:ss
SALT LAKE COUNTY)


On this ____ day of _____, 2018, personally appeared before me, _____, who being by me duly sworn, did say that he/she is the _____ of the Board of Education of Granite School District, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its governing body, and he/she acknowledgment to me that said limited liability company executed the same.

NOTARY PUBLIC

KENNECOTT:

Kennecott Utah Copper, LLC, a Utah limited liability company

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

By: 

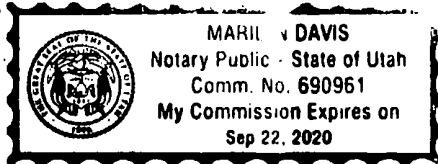
Printed Name: Marc Cameron

Title: Managing Director, RTKC

STATE OF UTAH)
:ss
SALT LAKE COUNTY)

On this 3 day of January, 2018^{gmd}, personally appeared before me, Marc Cameron, who being by me duly sworn, did say that he/she is the Managing Director of Kennecott Utah Copper, LLC, a Utah limited liability

company authorized to do business in Utah, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its governing body, and he/she acknowledgment to me that said limited liability company executed the same.



Marilyn Davis
NOTARY PUBLIC
Residing at: 4700 Daybreak Parkway
South Jordan, UT 84091 USA

ATTEST:

**MAGNA METRO TOWNSHIP, a
municipal corporation and body politic of
the State of Utah**

Sherris Swann
Salt Lake County Clerk

Dan W. Peay
Mayor

Approved as to Form:

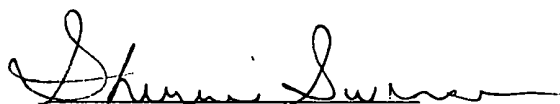
Paul H. [Signature]
Attorney for Metro Township

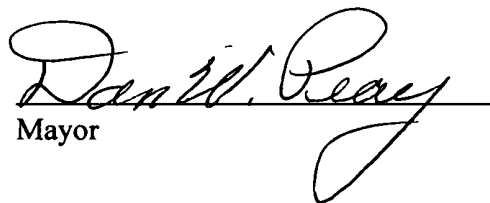
company authorized to do business in Utah, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its governing body, and he/she acknowledgment to me that said limited liability company executed the same.

NOTARY PUBLIC
Residing at: _____

ATTEST:

**MAGNA METRO TOWNSHIP, a
municipal corporation and body politic of
the State of Utah**


Salt Lake County Clerk


Mayor

Approved as to Form:


Attorney for Metro Township

Exhibit A

Legal Description of the Property

A parcel of land situated in the East Half of Section 31 and the West Half of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

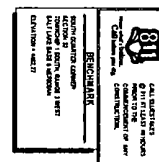
Beginning at a point on the intersection of the Southern line of the Denver & Rio Grande Western Railroad Right-of-Way and the West Right-of-Way of 8400 West Street(U-111), said point also being South 00°01'06" West 154.21 feet and West 71.00 feet from the Center Section of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running:

thence South 00°01'06" West 1,775.11 feet along the West Right-of-Way of 8400 West Street(U-111) to the North line of the Magna Water Company property, thence along said Magna Water Company property the following six(6) courses: 1) North 89°40'50" West 373.32 feet; 2) South 00°01'06" West 319.50 feet; 3) North 89°40'50" West 165.00 feet; 4) South 00°01'06" West 250.00 feet; 5) South 89°40'50" East 165.00 feet; 6) thence South 00°01'06" West 140.00 feet to the South line of the Southwest Quarter of said Section 32; thence North 89°40'50" West 1,280.27 feet along said South line to a line that is 25' perpendicularly distant Northeastly from the center of tracks of the Bingham & Garfield Railroad; thence along a line that is 25' perpendicularly distant Northeastly from the center of said tracks the following five(5) courses: 1) North 43°48'26" West 1,625.75 feet; 2) Northwestly 288.38 feet along the arc of a 2,175.00 foot radius curve to the right (center bears North 46°11'36" East and the chord bears North 40°00'30" West 288.17 feet with a central angle of 07°35'48"); 3) Northwestly 799.85 feet along the arc of a 1,885.08 foot radius curve to the right (center bears North 53°47'23" East and the chord bears North 24°39'45" West 754.72 feet with a central angle of 23°05'43"); 4) North 13°06'54" West 549.11 feet; 5) Northwestly 1,054.43 feet along the arc of a 1,935.06 foot radius curve to the left (center bears South 76°53'06" West and the chord bears North 28°43'32" West 1,041.43 feet with a central angle of 31°13'15") the West line of the Southeast Quarter of the Northeast Quarter of said Section 31; North 00°26'42" East 427.91 feet to the Northwest Corner of the Southeast Quarter of the Northeast Quarter of said Section 31; thence North 89°44'49" East 1,117.41 feet; along the North line of the Southeast Quarter of the Northeast Quarter of said Section 31 to the Southwestly line of said Denver & Rio Grande Western Railroad Right-of-Way; thence Southeastly 3,229.51 feet along the arc of a 4,347.28 foot radius curve to the left (center bears North 49°21'37" East and the chord bears South 61°55'18" East 3,155.76 feet with a central angle of 42°33'50") along said Right-of-Way to the point of beginning.

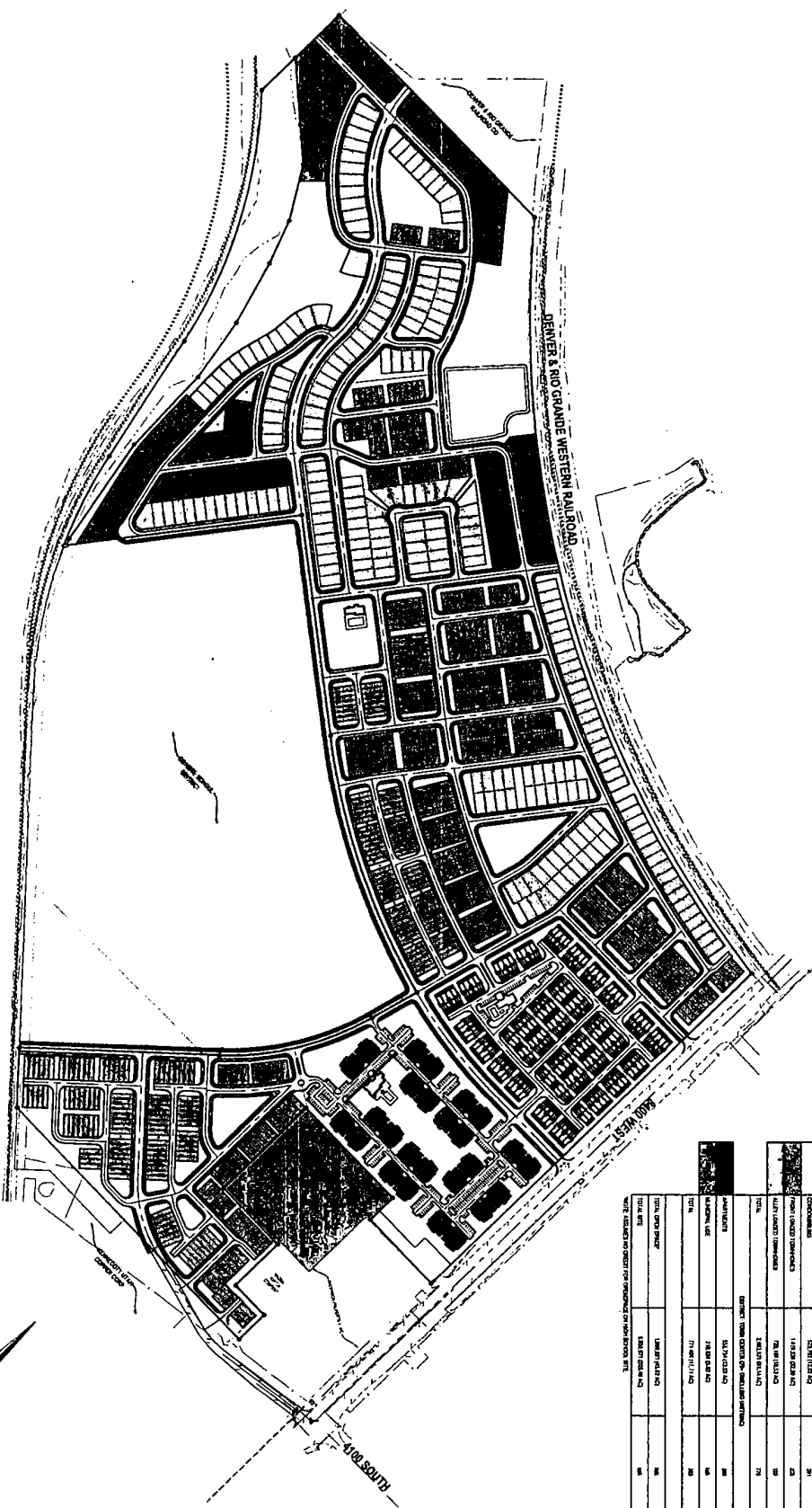
Contains 9,183,763 square feet or 210.371 acres.

Exhibit B

Preliminary Map for the Projects / P-C Zone Plan



PLANNED COMMUNITY AND LAND USE PLAN



DESCRIPTION	AREA (SQ)	CONTINGENT LOTS (SQ)
UNRESERVED (RESERVED FOR FUTURE DEVELOPMENT)	2,341,876.42	0
RESERVED (RESERVED FOR FUTURE DEVELOPMENT)	1,770,715.42	21
CONTRIBUTED (CONTRIBUTED TO THE COMMUNITY)	3,740,388.14	66
TOTAL	7,852,979.98	87
DEVELOPMENTAL AREAS (RESERVED FOR FUTURE DEVELOPMENT)		
COMMERCIAL	133,740.00	0
OFFICE (OFFICE DEVELOPMENT)	1,147,258.14	23
SUBT. (SUBT. DEVELOPMENT)	718,000.00	0
TOTAL	2,098,998.14	23
RESERVED (RESERVED FOR FUTURE DEVELOPMENT)		
MULTIFAMILY	100,740.00	0
MULTIFAMILY (MULTIFAMILY DEVELOPMENT)	1,147,258.14	23
TOTAL	1,247,998.14	23
TOTAL DEVELOPMENT	3,346,996.28	46
NOTE: SQUARES IN PARENTS FOR OFFSPRING FOR DEVELOPMENT ARE:		

PC-100

P-C ZONE
LAND USE PLAN

GATEWAY TO LITTLE VALLEY

4100 S 8400 W
MAGNA, UTAH

ENSIGN
THE STANDARD IN ENGINEERING

3411 LANE CITY
SALT LAKE CITY
UT 84119
Phone 801.552.0258

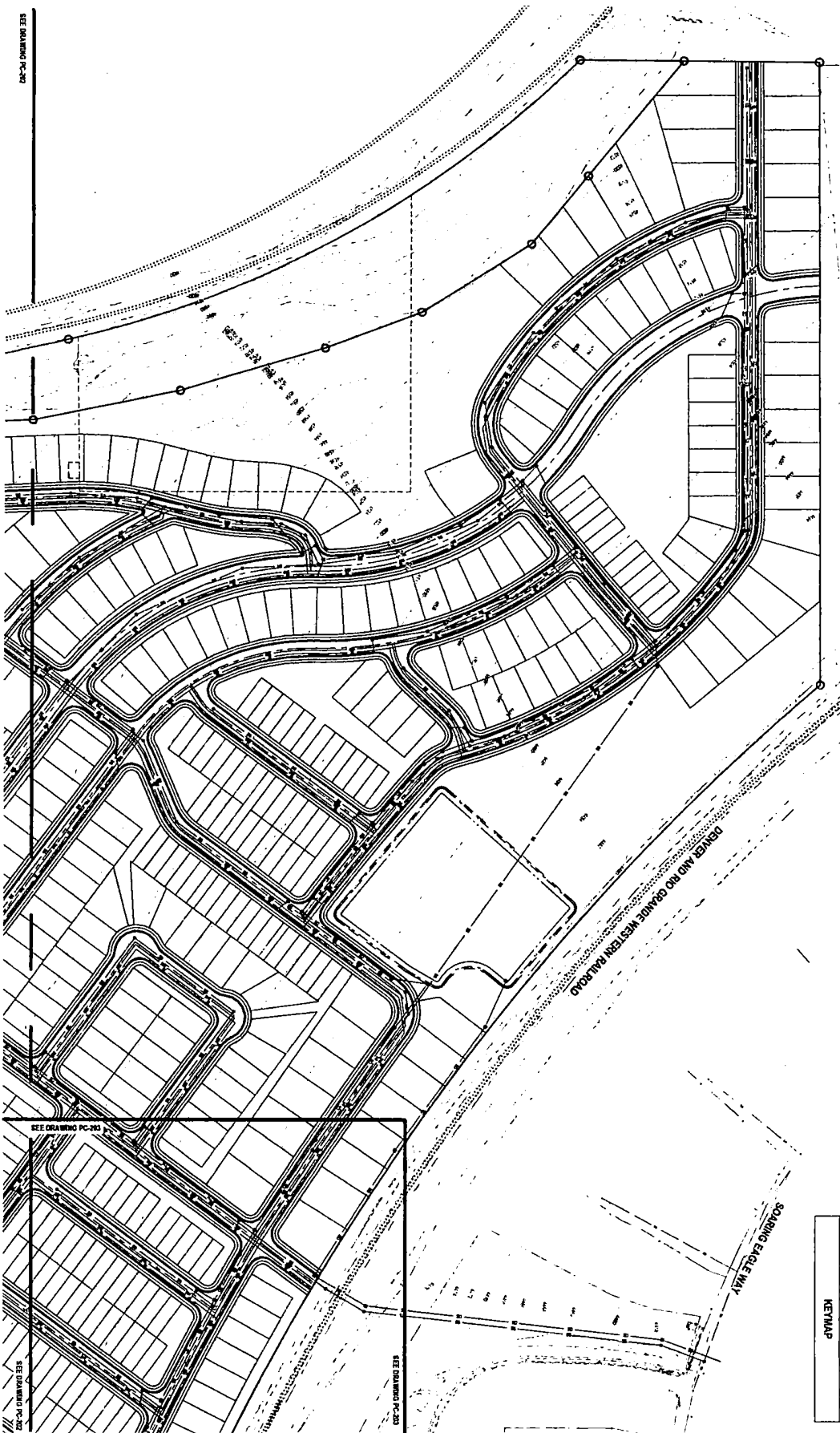
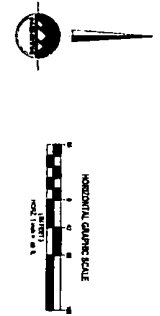
LANAYTON
Phone 801.554.1100

TOOLE
Phone 801.554.3399

CELANESE
Phone 801.554.3399

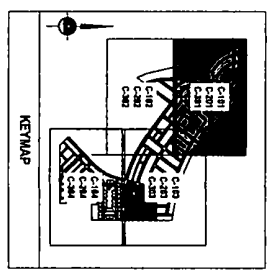
www.ensigncorp.com

SEAL
 MICHAEL L. SMITH
 STATE OF UTAH
 LICENSE NO. 9811
 MECHANICAL
 EXPIRES 11/19/2018



LEGEND

EXISTING TRAIL	EXISTING TRAIL	EXISTING TRAIL	EXISTING TRAIL
PROPOSED TRAIL	PROPOSED TRAIL	PROPOSED TRAIL	PROPOSED TRAIL
EXISTING ROAD	EXISTING ROAD	EXISTING ROAD	EXISTING ROAD
PROPOSED ROAD	PROPOSED ROAD	PROPOSED ROAD	PROPOSED ROAD
EXISTING SIDEWALK	EXISTING SIDEWALK	EXISTING SIDEWALK	EXISTING SIDEWALK
PROPOSED SIDEWALK	PROPOSED SIDEWALK	PROPOSED SIDEWALK	PROPOSED SIDEWALK
EXISTING UTILITY	EXISTING UTILITY	EXISTING UTILITY	EXISTING UTILITY
PROPOSED UTILITY	PROPOSED UTILITY	PROPOSED UTILITY	PROPOSED UTILITY



SEE DRAWING PC-200

SEE DRAWING PC-201

SEE DRAWING PC-202

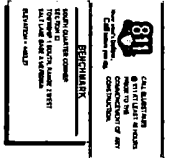
SEE DRAWING PC-203

PC-201
P-C ZONE
INFRASTRUCTURE PLAN

GATEWAY TO LITTLE VALLEY

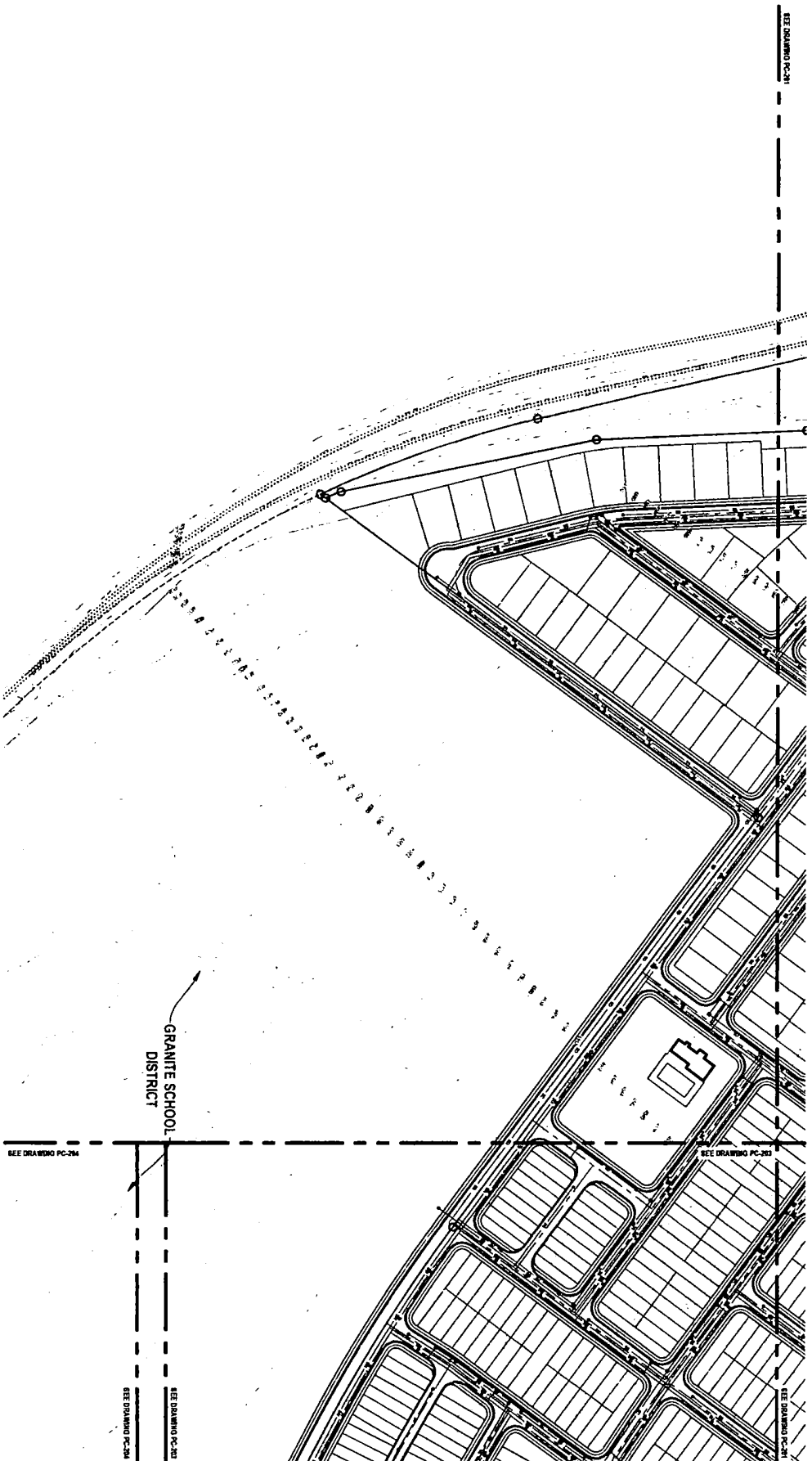
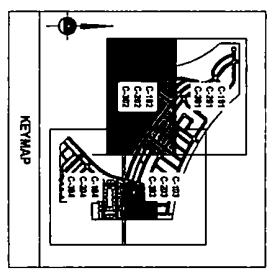
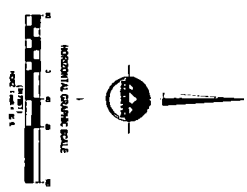
4100 S 8400 W
MAGNA, UTAH

ENSGN
 THE STANDARD IN ENGINEERING
 844 N. YALDEN CITY
 610 W. 10200 S., SUITE 500
 SANDY, UT 84070
 PHONE: 801/261-0295
 FAX: 801/261-0296
 WWW.ENSIGNENR.COM

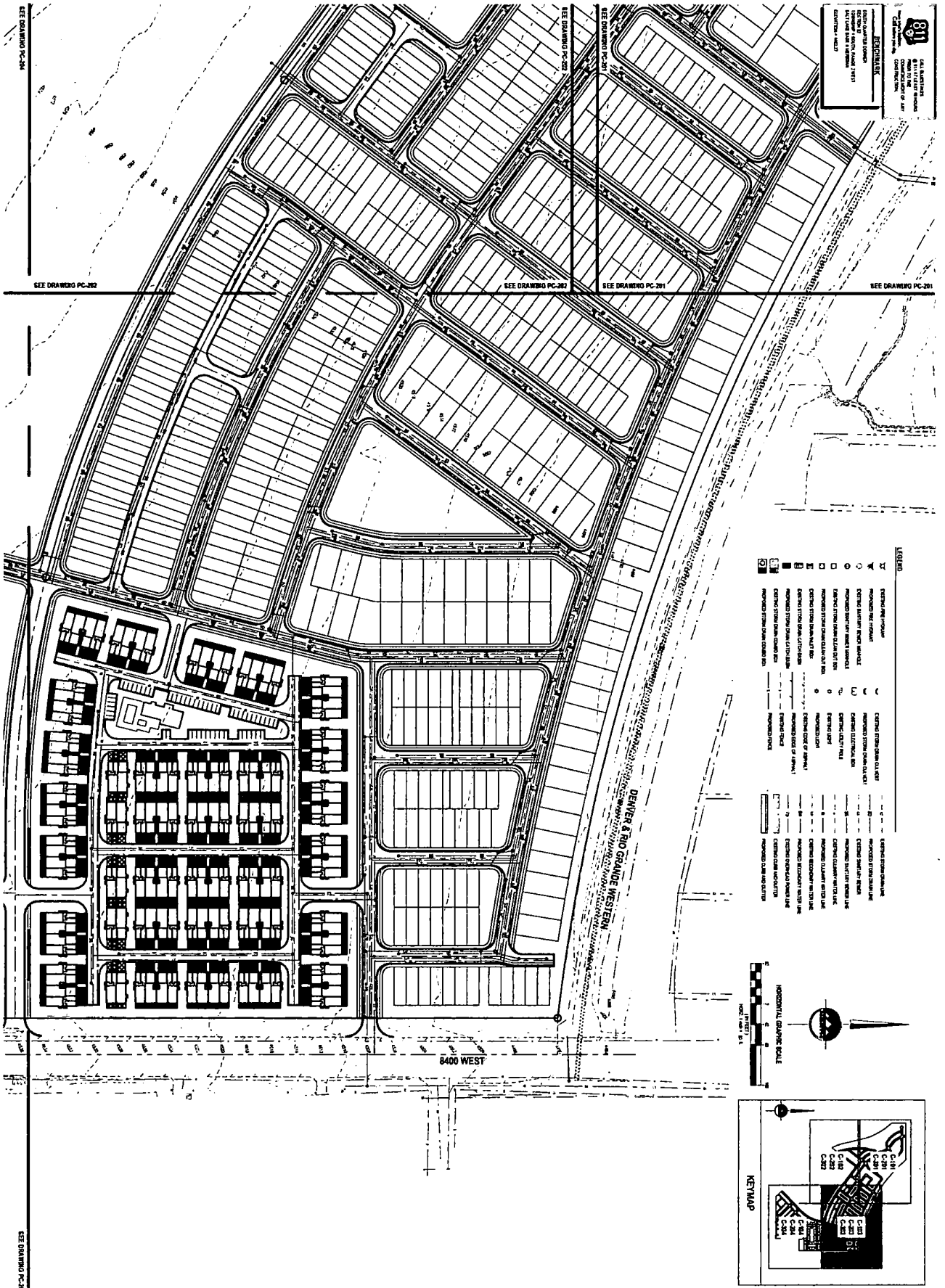


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	EXISTING WATER MAIN LINE		PROPOSED WATER MAIN LINE
	EXISTING GAS LINE		PROPOSED GAS LINE
	EXISTING ELECTRIC LINE		PROPOSED ELECTRIC LINE
	EXISTING TELEPHONE LINE		PROPOSED TELEPHONE LINE
	EXISTING CABLE TV LINE		PROPOSED CABLE TV LINE
	EXISTING FIBER OPTIC LINE		PROPOSED FIBER OPTIC LINE
	EXISTING UTILITY EASEMENT		PROPOSED UTILITY EASEMENT
	EXISTING RIGHT-OF-WAY LINE		PROPOSED RIGHT-OF-WAY LINE
	EXISTING STREET CENTERLINE		PROPOSED STREET CENTERLINE
	EXISTING STREET EDGE OF PAVEMENT		PROPOSED STREET EDGE OF PAVEMENT
	EXISTING STREET CURB		PROPOSED STREET CURB
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	EXISTING STREET SIDEWALK		PROPOSED STREET SIDEWALK
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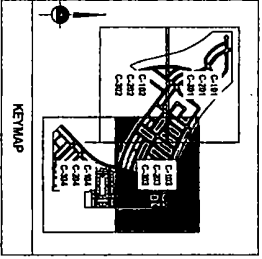
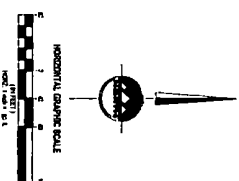


<p>PC-202</p> <p>P-C ZONE INFRASTRUCTURE PLAN</p>	<p>GATEWAY TO LITTLE VALLEY</p> <p>4100 S 8400 W MAGNA, UTAH</p>	<p>ENSIGN THE STANDARD IN ENGINEERING</p> <p>844 T. LAMBE CITY 4101 (1000 S 8440 W) MAGNA, UT 84042 Phone: (801) 250-2530</p> <p>LANTON Phone: (801) 541-1100</p> <p>TOBELE 8500 S 1000 W MAGNA, UT 84042 Phone: (801) 250-2530</p>	<p>WWW.ENSIGNENGINEERING.COM</p> <p>PROJECT: GATEWAY TO LITTLE VALLEY DATE: 01/11/2011 DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]</p>
	<p>SEE DRAWING PC-201</p> <p>SEE DRAWING PC-202</p> <p>SEE DRAWING PC-203</p> <p>SEE DRAWING PC-204</p> <p>SEE DRAWING PC-205</p> <p>SEE DRAWING PC-206</p>	<p>SEE DRAWING PC-201</p> <p>SEE DRAWING PC-202</p> <p>SEE DRAWING PC-203</p> <p>SEE DRAWING PC-204</p> <p>SEE DRAWING PC-205</p> <p>SEE DRAWING PC-206</p>	



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□	PROPOSED STREET LIGHT	SY	EXISTING STREET (SHOWN AS EXISTING)



PC-203

F-2 ZONE
INFRASTRUCTURE PLAN

GATEWAY TO LITTLE VALLEY

4100 S 8400 W
MAGNA, UTAH

ENSIGN

THE STANDARD IN PROFESSIONAL DESIGN

844 N. LAURE CITY
SALT LAKE CITY, UT 84103
Phone: (801) 467-0077
Fax: (801) 467-0078

LAYTON
Phone: (801) 541-1100

TONALE
Phone: (801) 541-1100

EDMONT
Phone: (801) 541-1100

IRVING
Phone: (801) 541-1100

SPRINGVILLE
Phone: (801) 541-1100

WEAVER
Phone: (801) 541-1100

WINTERSVILLE
Phone: (801) 541-1100

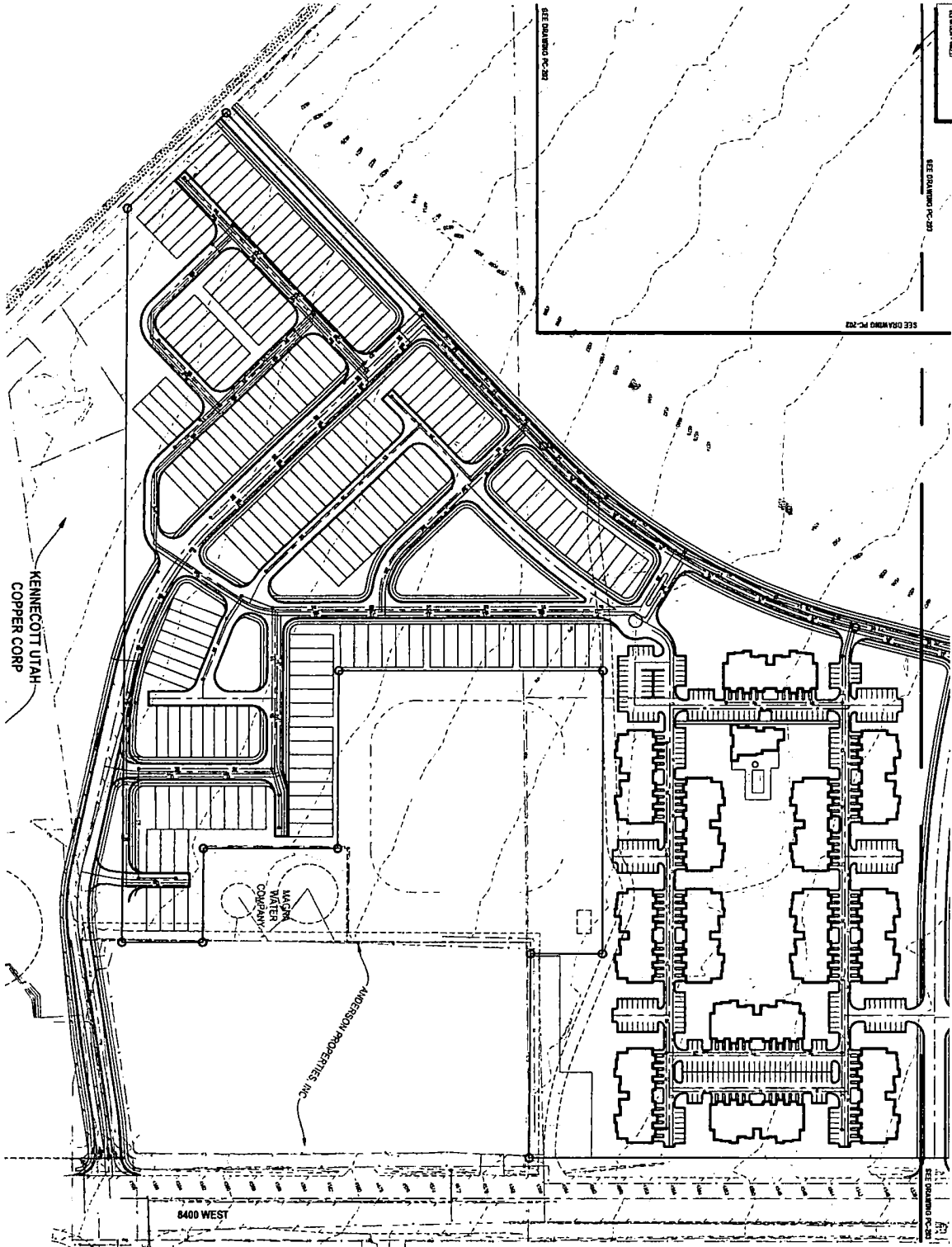
WWW.ENSIGNDESIGN.COM

2017 DESIGNATED PROFESSIONAL ENGINEER AND ARCHITECT

PROJECT: 2017-001-001

811 ENGINEERING
 CONSULTING & ARCHITECTURE
 1000 W. 1000 S. SUITE 200
 SALT LAKE CITY, UT 84143
 TEL: 313-441-4417
 FAX: 313-441-4417

ENGINEER
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF UTAH
 LICENSE NO. 1000



KENNECOTT UTAH
 COPPER CORP

8400 WEST

4100 SOUTH

NATIONAL GRAPHIC SCALE
 1" = 100'

LEGEND

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- 100. EXISTING SIDEWALK

ENGIN
 THE STANDARD IN ENGINEERING

SALT LAKE CITY
 43 W. 1000 S., SUITE 200
 PHON: 313.262.0099
 FAX: 313.262.0099

LAYTON
 1000 W. 1000 S.
 PHON: 435.841.3500
 PHON: 435.841.1453
 PHON: 435.841.2900

PC ZONE INFRASTRUCTURE PLAN

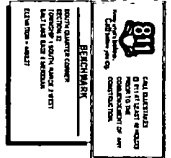
PC-204

GATEWAY TO LITTLE VALLEY

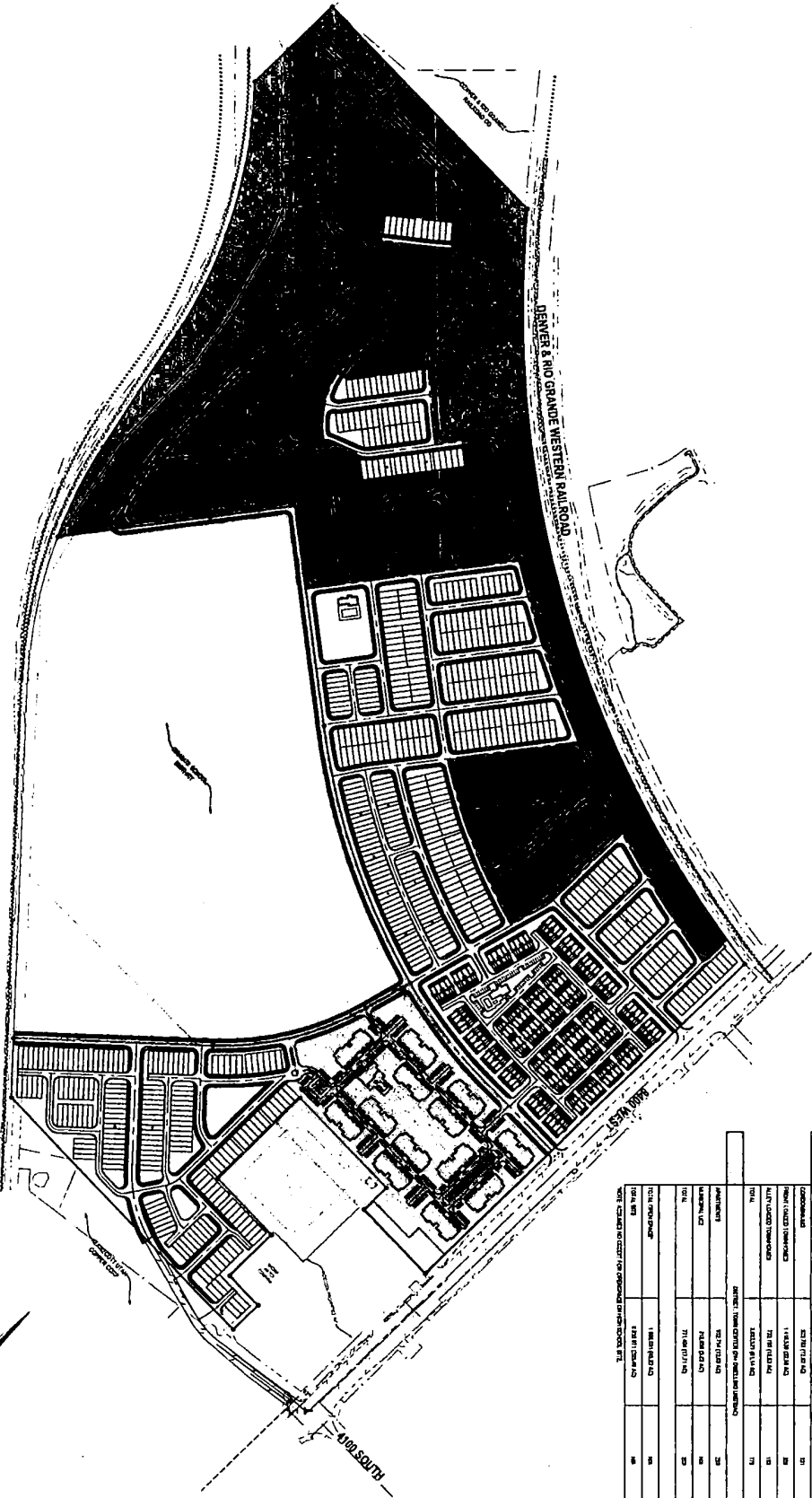
4100 S 8400 W
 MAGNA, UTAH

Exhibit C

Zoning Map for the Property / Community Structure Plan



COMMUNITY STRUCTURE AND LAND USE PLAN



DESCRIPTION	AREA (SQ FT)	NUMBER OF UNITS
RESIDENTIAL (APPROXIMATE) (SINGLE-FAMILY UNITS)		
SINGLE-FAMILY DETACHED	28,000 (0.64 AC)	8
TWO-FAMILY DETACHED	1,200 (0.03 AC)	2
TWO-FAMILY ATTACHED	1,200 (0.03 AC)	2
TOTAL	29,200 (0.67 AC)	10
COMMERCIAL (APPROXIMATE) (SINGLE-FAMILY UNITS)		
OFFICE	200,000 (4.55 AC)	20
RETAIL (GROSS) (COMMERCIAL)	1,000,000 (22.83 AC)	80
MULTI-FAMILY (COMMERCIAL)	700,000 (15.91 AC)	100
TOTAL	1,900,000 (43.29 AC)	200
TOTAL (RESIDENTIAL + COMMERCIAL)	2,192,000 (49.96 AC)	210
TOTAL (RESIDENTIAL)	29,200 (0.67 AC)	10
TOTAL (COMMERCIAL)	1,962,800 (44.29 AC)	200
TOTAL (RESIDENTIAL + COMMERCIAL)	2,000,000 (44.96 AC)	210

NOTE: SQUARE FOOTAGE FOR OFFSPRING DEVELOPMENT, ETC.

ENSGN

THE STANDARD IN DESIGN/BUILD

3611 T. LARSEN CITY
451 W. 1000 S. 3400 500
SANDY, UT 84070
Phone: (801) 252-0229

LAYTON
Phone: (801) 247-1100

TOOELE
Phone: (435) 431-1200

CENTRAL CITY
Phone: (435) 739-1200

BECHTOLD, ID
Phone: (435) 844-2033

GATEWAY TO LITTLE VALLEY

4100 S 8400 W
MAGNA, UTAH

WWW.ENSGNBUILD.COM

3611 T. LARSEN CITY
451 W. 1000 S. 3400 500
SANDY, UT 84070
Phone: (801) 252-0229

COMMUNITY STRUCTURE
PLAN - LAND USE

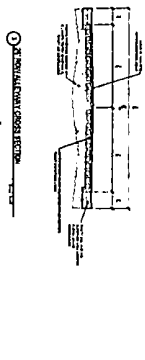
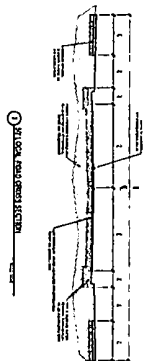
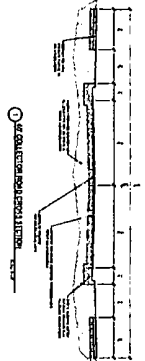
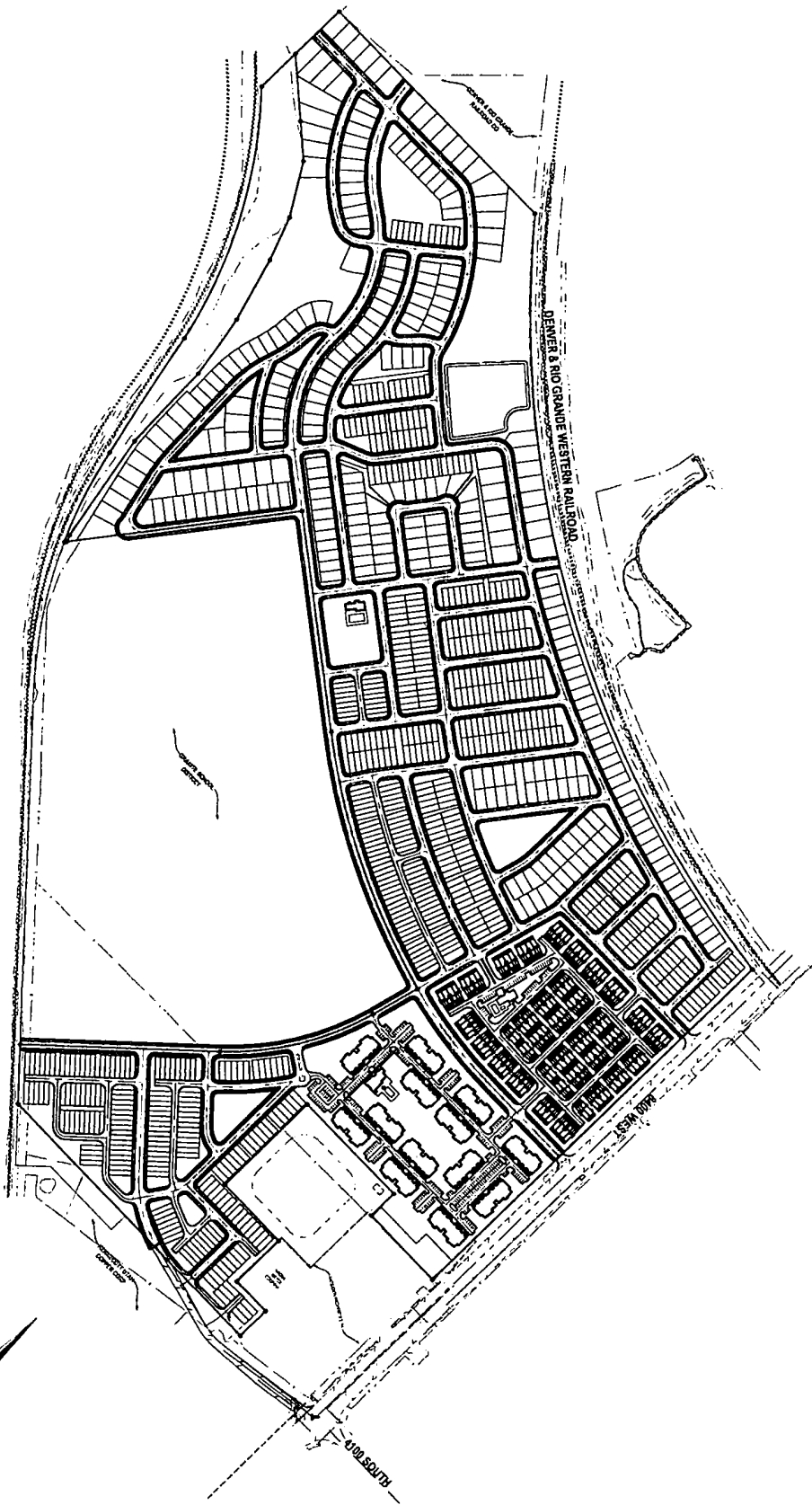
CSP-100

DATE: 12/15/23

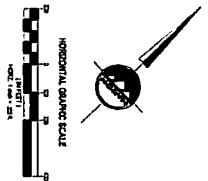
SCALE: AS SHOWN

PROJECT NO: 23-001

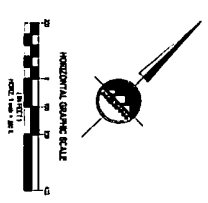
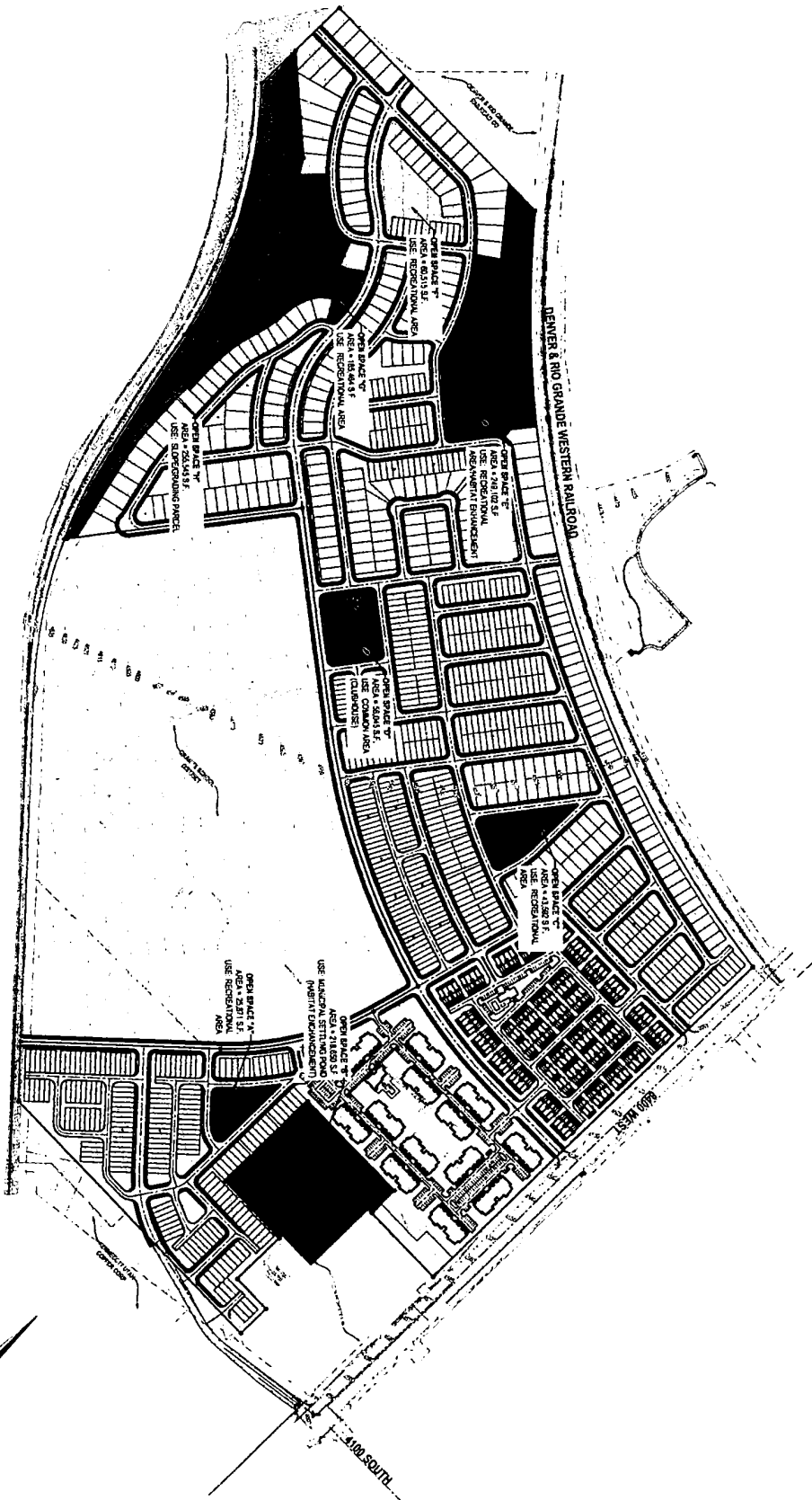
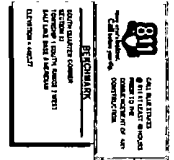
DATE: 12/15/23



- LEGEND
- R/W COLLECTOR ROAD
 - R/W LOCAL ROAD
 - R/W ALLEYWAY
 - TRAIL STRIP



<p>ENSIGN THE STANDARD CONNECTION</p> <p>8417 LANE CITY 45W, 10000 S, 54P-300 Sandy, UT 84070 Phone: (801) 262-0229</p> <p>LAYTON From 801.241.1100</p> <p>TOOELE From 432.423.2829</p> <p>PROVO From 432.423.2829</p> <p>RICHTFIELD Phone: 432.828.2883</p> <p>WWW.ENSIGNENR.COM</p>	<p>GATEWAY TO LITTLE VALLEY</p> <p>4100 S 8400 W MAGNA, UTAH</p>	<p>DESIGNED BY G. L. HARRIS MECHANICAL ENGINEERING PROFESSIONAL ENGINEER LICENSE NO. 10825 STATE OF UTAH</p>	<p>CONTRACT NO. CSP-101</p> <p>DATE: 08/20/2014</p> <p>SCALE: AS SHOWN</p> <p>PROJECT: GATEWAY TO LITTLE VALLEY</p> <p>CLIENT: MAGNA CITY</p>
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<p>ENGIN THE STANDARD IN DESIGNING</p>	<p>GATEWAY TO LITTLE VALLEY</p> <p>4100 S 8400 W MAGNA, UTAH</p>	<p>WWW.ENGINSDSIGN.COM 1000 N. 1000 W. SUITE 100 MAGNA, UTAH 84043 PHONE: 801.288.2800 FAX: 801.288.2801</p>	<p>COMMUNITY STRUCTURE PLAN - OPEN SPACE AND TOPOGRAPHY</p> <p>CSP-102</p>
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Exhibit E
Magna Metro Township Code of Ordinances Chapter 15.14

ORDINANCE NO.: 18-01-02

DATE: January 9, 2018

MAGNA METRO TOWNSHIP

AN ORDINANCE CREATING CHAPTER 19.69 – PLANNED COMMUNITY (P-C) ZONE FOR THE MAGNA METRO TOWNSHIP CODE OF ORDINANCES TO MANAGE LARGE-SCALE DEVELOPMENT

RECITALS

- A. The Magna Metro Township (“Magna”) is a Metro Township form of municipality pursuant to Utah Code Annotated (“UCA”) §§ 10-2a-401 *et seq.*
- B. The Magna Metro Township Council (“Council”) is the Council for Magna pursuant to UCA § 10-2a-501 *et al.*
- C. Magna adopted an Annexation Policy Plan to manage the future growth of Magna on November 7, 2017.
- D. Due to the possibility of property owners proposing annexation to Magna of properties of properties larger than 200 acres, where the property owner/developer desires to master plan the development of the site on a long-range timeline, a new zoning and land development ordinance was required.
- E. Adoption of such an ordinance provides Magna, the Property Owner/Developer, and the service-providing entities a more predictable plan of development on these large-scale property sites.

RESOLUTION

BE IT HEREBY ORDAINED, the Magna Metro Township Council hereby approves and adopts Chapter 19.69: PLANNED COMMUNITY (P-C) ZONE as a part of the Magna Metro Township Code of Ordinances as follows:

Chapter 19.69: PLANNED COMMUNITY (P-C) ZONE

Sections:

19.69.010	Definitions	1
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19.69.020	Purpose.....	2
19.69.030	Land use districts.....	2
19.69.040	P-C zone area – minimum requirements.....	3
19.69.050	Permitted uses.....	3
19.69.060	Conditional uses.....	4
19.69.070	Planning and approval process for P-C zone.....	4
19.69.080	P-C zone plan.....	5
19.69.090	Community structure plan (CSP).....	5
19.69.100	Project plan/subdivision plat.....	6
19.69.110	Site plan review.....	7
19.69.120	Development standards.....	7
	(A) Open Space and Common Areas.....	7
	(B) Yard requirements.....	7
	(C) Fencing, screening, clear vision.....	7
	(D) Architectural standards.....	8
	(E) Landscaping requirements.....	8
	(F) Lighting.....	8
	(G) Other requirements.....	8
19.69.130	Development agreement.....	9

19.69.010 Definitions.

Whenever used in this chapter:

“Council” means the Magna Council.

“Council Chair” means the chairperson of the Magna Council, or appointed designee.

“Director” means the Director of Planning and Development Services, or appointed agent designated by the director.

“Magna” means Magna, a Municipal Corporation under State Law.

“MSD” means the Greater Salt Lake Municipal Services District, its successor, and/or any agents contracted to provide municipal-type services for and to Magna.

“Magna Ordinance” means the zoning ordinance for Magna.

“Planning and Development Services” means the Planning and Development Office, or MSD-contracted entity providing such services.

“Planning Commission” means the Magna Planning Commission.

“Planning Director” means the Planning and Development Services Director.

“Staff” means employees provided by the MSD to provide land use planning and development services to Magna.

19.69.020 Purpose.

The purpose of the Planned Community (P-C) Zone is to provide a regulatory tool which allows large properties in Magna to be developed in accordance with a specific plan designed to achieve the following purposes:

1. To promote and protect the public health, safety, and welfare;
2. To implement the objectives and policies of the general plan;
3. To safeguard and enhance environmental amenities and the quality of development;
4. To attain the physical, social, and economic advantages resulting from comprehensive and orderly planned use of land resources;
5. To lessen congestion and assure convenience of access;
6. To secure safety from fire, flood, and other dangers;
7. To provide for adequate light, air, sunlight, and open space;
8. To promote and encourage conservation of scarce resources;

9. To prevent overcrowding of land and undue concentration of population;
10. To facilitate the creation of a convenient, attractive, and harmonious community with a desirable living and working environment with unique identity and character;
11. To attain a desirable balance of residential and employment opportunities;
12. To promote a pedestrian friendly environment that encourages transit and bicycle use;
13. To expedite the provision of adequate and essential public services;
14. To facilitate development within Magna in accordance with the general plan by promoting high quality, innovative and creative development that includes a mixture of uses, heights and setbacks, varying densities and lot sizes and sufficient diversity of housing types to meet the full life cycle of housing needs of Magna residents, a harmonious variety of industrial and commercial uses, a high level of amenities, and preservation of open space;
15. To promote more economical and efficient use of the land; and,
16. To provide a process for initiation, review, and regulation of large-scale comprehensively planned communities that affords the maximum flexibility to the developer within the context of an overall development program and specific, phased development plans coordinated with the provision of necessary public services and facilities.

This chapter establishes an approval and entitlement process to promote inventive and efficient land use patterns that would otherwise be difficult under typical zoning ordinances. Districts within a P-C Zone may include neighborhoods, villages, town centers, business, research or educational campuses, and open space with convenient pedestrian access among residential, commercial, office, retail, and recreational areas. Individual structures within those districts may contain mixed uses. Permitted densities and intensity of land use in villages and town centers may be higher than those permitted in neighborhoods.

19.69.030 Land use districts.

Each P-C Zone shall establish land uses and development patterns, densities, and standards unique to that zone. Upon approval, through the process set forth in this chapter, the established land uses and development patterns and densities shall be established pursuant to the P-C Zone Plan and one or more development agreements. The P-C Zone may consist of any number or combination of the following land use districts that shall be identified in the Community Structure Plan as provided in this chapter. Specific land uses proposed in the P-C Zone may only be established in conformance with provisions of this chapter.

Neighborhood: This category is designed for comparatively low density mixed use development that emphasizes residential (single and multi-family) use, but also includes office, commercial, ~~industrial~~, public/semi-public, and recreation/open space uses. Neighborhood residential densities are anticipated to range between 4 and 8 units per gross acre.

Village: This category is designed for medium density mixed use development that includes residential (single and multi-family), office, commercial, ~~industrial~~, public/semipublic, and recreation/open space uses, without a predetermined emphasis on any single use. Village residential densities are anticipated to range between 9 and 20 units per gross acre.

Town center: This category is designed for high density mixed use development that emphasizes office, commercial and recreational uses, but also includes residential (single and multi-family), public/semi-public, ~~industrial~~ and open space uses. Town center residential densities may exceed 20 units per gross acre.

Business, Research, or Educational Campus: This category is designed to accommodate a campus dedicated to a mixture of business uses: office, commercial, industrial, recreational, and public/semi-public uses; or to an educational institution, including classrooms, laboratories, offices, housing, educational facilities of all types and other related uses.

Open Space: Landscaped area, natural area or farmland that is established to provide and preserve outdoor recreational, agricultural, or other similar uses. In addition to the open space district, areas of open space may also be provided within the other land use districts as well.

19.69.040 P-C zone area – minimum requirements.

Each P-C Zone shall contain a minimum of 200 acres located in Magna as depicted on the Magna Land Use Plan on file with Planning and Development Services. If the P-C Zone contains multiple owners, the owners may, if necessary to reach the 200-acre threshold, or if such owners otherwise desire, combine their properties for planning and development purposes.

19.69.050 Permitted uses.

A. The following uses may be conducted in all areas within a P-C Zone of more than 400 acres:

- Residential uses of all types on a range of lot sizes including: single family detached; single family attached; multifamily residential; town homes; loft apartments; residential units above ground floor retail, commercial, or office uses; and condominiums;
- Retail, service, office, hotel, restaurant, entertainment, and all other commercial uses of any type;
- Mix of permitted uses (including office/commercial, office/residential, retail/residential) within individual structures;
- Home-based businesses following the provisions of Chapter 19.85 of this Title;
- Health-care facilities;
- Public facilities, such as schools, libraries, and civic buildings;
- Common areas, such as plazas, playgrounds, and trails
- Churches;
- Day-care facilities;
- Open space, including landscaped areas and areas in natural vegetation, golf courses, parks, recreational areas;
- Industrial and manufacturing uses; and
- Other accessory uses which are ancillary to, and designed to serve, any of the foregoing uses.

B. The following uses may be conducted in all areas within a P-C Zone containing between 200 and less than 400 acres:

- Residential uses of all types on a range of lot sizes including: single family detached; single family attached; multifamily residential; town homes; loft apartments; residential units above ground floor retail, commercial, or office uses; and condominiums;
- Retail, service, office, hotel, restaurant, entertainment, and all other commercial uses of any type;
- Mix of permitted uses (including office/commercial, office/residential, retail/residential) within individual structures;
- Home-based businesses following the provisions of Chapter 19.85 of this Title;
- Health-care facilities;
- Public facilities, such as schools, libraries, and civic buildings;
- Common areas, such as plazas, playgrounds, and trails
- Churches;
- Day-care facilities;
- Open space, including landscaped areas and areas in natural vegetation, golf courses, parks, recreational areas; and
- Other accessory uses which are ancillary to, and designed to serve, any of the foregoing uses.

19.69.060 Conditional uses.

1. The approved P-C Zone Plan or Community Structure Plan may include provisions for specific land uses identified as conditional uses within a given district, which may include uses listed under section 19.69.030 or additional uses. The addition of conditional uses in the approved P-C Zone Plan shall require the approval of the Metro Township Council, which approval may be established by development agreement. Conditional uses, if any, are subject to review and approval as set forth in Chapter 19.84 of this Title. Design standards for conditional uses shall be included with the applicable Project Specific Standards.
2. Within a P-C Zone Plan or Community Structure Plan of properties containing 200 acres, but less than 400 acres, industrial and manufacturing uses may be allowed as conditional uses, subject to planning commission and council approval.

19.69.070 Planning and approval process for P-C zone.

Development within the P-C Zone will require the following plans to be prepared and submitted for approval in accordance with this chapter: P-C Zone Plan, CSP, and Project Plans and/or subdivision and condominium plat approval as applicable. The planning and approval process and approving bodies are summarized in the following table:

APPROVAL STEP	SCALE (AREA COVERED BY APPLICATION)	WHAT IS DESCRIBED IN PLAN	APPROVAL LEVEL
P-C Zone and Plan	Total land area to be rezoned P-C.	Land area to be rezoned with land use table outlining proposed permitted and conditional uses (if applicable), number of residential units, and square feet of nonresidential development.	Planning Commission and Council
Community Structure Plan	Any portion of project that has a common street system, open space system or other infrastructure system.	Major systems for the larger development such as major roadways, infrastructure, open space networks, general location of villages, towns, neighborhoods and business and research parkways.	Staff, Planning Commission and Council
Project Plan/Subdivision Plat	Multiple phases of development. May, but is not required to include, master subdivision approval followed by phased subdivision plats.	Show major development parcel locations, open space system, and major infrastructure associated with roadways. Final plats indicate lot layouts and development regulations.	Planning Commission
Site Plan Approval	Individual sites within the development.	Final site development requirements.	Staff

19.69.080 P-C zone plan.

At the time of application for rezoning, a P-C Zone Plan shall be submitted to the Planning Commission for review and recommendation to the Council. Following recommendation by the Planning Commission, a P-C Zone Plan shall be submitted for review and approval by the Council. A proposed development agreement shall be submitted for approval by the Council in connection with each

P-C Zone Plan. The approved P-C Zone Plan and development agreement shall implement and govern development within the applicable P-C Zone but may be amended through standard rezoning procedures or through procedures outlined in the development agreement and shall contain the following information:

1. Name of planned community;
2. Names, addresses, and phone numbers of applicant and property owners;
3. P-C Zone parcel location, legal/boundary description, acreage, scale, and north arrow;
4. A land use table showing the proposed permitted and conditional uses (if applicable), number of dwelling units, height limits, and the total acreage of open space in the P-C Zone and areas (in square footage or acreage) of the various non-residential land uses proposed in the P-C Zone;
5. General descriptions and locations of existing and proposed major infrastructure, including water, sanitary sewer, storm drainage, parks/open space/trails, and street improvements, together with service adequacy analyses for each of these (including the necessity of system improvements within or adjacent to the subject property, if applicable) to justify the dwelling units, open space, and non-residential square footage proposed in the land use table mentioned above;
6. Existing waterways, major utilities, easements and flood boundary;
7. Adjacent parcels, owners, and uses;
8. Topography and significant features on or adjacent to the property; and
9. Other information deemed necessary by the Director.

Subject to conditions or limitations agreed to in the development agreement, the development agreement based on the approved P-C Zone Plan shall confer a vested right to proceed with the development process established in this chapter for the property included within the applicable P-C Zone Plan, including the number of dwelling units and the square footage of nonresidential uses reflected in the approved P-C Zone Plan. Upon approval, the P-C Zone Plan shall constitute an amendment to the Magna general plan for the area covered by the P-C Zone Plan.

19.69.090 Community structure plan (CSP).

Following approval of the P-C Zone Plan, a Community Structure Plan (CSP), together with a development agreement that codifies that plan, shall be submitted to the Director for review and approval by the planning commission. The CSP shall contain a contiguous area within the P-C Zone that includes one or more of the following: neighborhoods, villages, business and research parks, and/or town centers. A CSP shall show the following:

1. Name of planned community;
2. Names, addresses, and phone numbers of applicant and property owners;
3. CSP location, legal/boundary description, acreage, scale, and north arrow;
4. Proposed land use districts (neighborhoods, villages, business and research parks, and/or town centers) boundaries, and acreage; a table showing the number of dwelling units, open space acreage, and acreage of the various non-residential land uses;
5. A master circulation system plan, including a street network, pedestrian circulation, bicycle and trail system plans (including possible equestrian trails), identification of street alignments and right-of-way widths, illustrative cross sections which accommodate and specify vehicular, pedestrian, and bicycle use in the right-of-way. Pedestrian and bicycle trail systems shall connect the land use districts, schools and open space areas and provide linkages to other trail systems in existing or future areas of the P-C Zone and adjacent facilities within the adjacent municipal jurisdictions of Salt Lake County;
6. Existing and proposed waterways and water bodies, major utilities and easements, flood boundary, and flood control facilities;
7. Adjacent parcels, their owners, and their uses;
8. Topography and significant features on or adjacent to the property;

9. Documentation of existing and proposed secondary water rights, shares, and usage, if any;
10. Open space plan providing general description and locations of major open space;
11. Standards that govern the design and maintenance of major public infrastructure improvements (including without limitation sidewalks, street lighting, paving, street furniture, etc.) and general building placement, massing, and design criteria (CSP Design Standards); and
12. Other information deemed necessary by the Director.

The Planning Commission shall have the discretion to disapprove a CSP only on the basis of: (1) the failure of the proposed CSP to include all of the elements required in this section; (2) the failure of the proposed master circulation system identified in the CSP within and surrounding the P-C Zone to adequately serve the communities within the P-C Zone; (3) the failure of the proposed major infrastructure identified in the CSP within and surrounding the P-C Zone to provide adequate service to the communities within the P-C Zone; or (4) the inclusion of uses in the CSP not permitted or conditionally permitted under this Chapter. In approving a CSP, the planning commission may impose reasonable conditions of approval to mitigate reasonably anticipated detrimental impacts in accordance with Magna Metro Township Code of Ordinance Subsection 19.84.060(C)-(D).

19.69.100 Project plan/subdivision plat.

Upon approval of a CSP, a Project Plan shall be submitted for review, together with a development agreement that outlines Project Specific Standards establishing in substantial detail the character and nature of the design of public and private improvements within the area covered by the applicable Project Plan (Project Specific Standards) for the applicable portion of the P-C Zone covered by the Project Plan. The purpose of the Project Plan is to allow for the creation and approval of a fully-integrated development plan for a specifically identified portion of the applicable P-C Zone. A Project Plan may include vertical and horizontal mixtures of uses on one or more proposed lots, parcels or units located within the boundaries of the proposed Project Plan. Therefore, the Project Plan may identify a combination of proposed subdivisions, condominium projects, and/or site plans, one or more of which may be submitted concurrently for review and approval with the Project Plan. The Project Plan, and each Subdivision Plat or Condominium Project submitted in connection therewith or in furtherance thereof, shall be reviewed and approved by the County staff prior to submittal of the Project Plan and associated development agreement to the Planning Commission for approval. Subdivision Plats (preliminary and final) shall be submitted and approved pursuant to the process and in accordance with the requirements set forth in Title 18, "Subdivisions," of the Magna Metro Township Code of Ordinances, and other applicable sections of the code. Application and approval of a preliminary or final subdivision plat may occur before submission of a Project Plan provided Project Specific Standards are submitted and approved contemporaneously with such subdivision plat application and approvals; and provided, further, that the Project Specific Standards and subdivision plat will ultimately be incorporated into an approved Project Plan and associated development agreement. The preliminary and final plats shall conform to the applicable CSP Standards as well as all applicable Project Specific Standards, including any supplemental Project Specific Standards proposed and approved in connection with the applicable final plat.

19.69.110 Site plan review.

Site plans may be reviewed concurrently with a Project Plan or Subdivision Plat. Any proposed commercial, office, industrial, multi-family residential, open space, parks, or institutional developments and alterations to existing developments shall be located on legal lots of record created by metes and bounds conveyance with the approval of the Staff or pursuant to subdivision or condominium plats and shall meet the site plan review requirements outlined in chapter 19.02.080 of this Title. All Magna Ordinances and requirements shall be met in preparing site plan applications and in designing and constructing the development. Where applicable, building permits may not be obtained nor shall any site work be performed prior to site plan approval as set forth in section 19.02.130 of this Title.

19.69.120 Development standards.

(A) Open Space and Common Areas.

Open Space includes parks, trails, natural area, or farmland, which is established to provide and preserve recreational, agricultural, or other similar uses in the P-C Zone as approved by the Planning Commission. Common areas include landscaped areas (including landscaping around schools, colleges, and other civic buildings), athletic fields, gathering places such as plazas, commons, exterior courtyards, public recreational facilities, landscaped medians or park strips that exceed Magna standards, but do not include areas contained within a typical public street cross section. The applicable CSP Standards and Project Specific Standards shall govern the use and character of the open spaces and common areas. Each P-C Zone shall contain a minimum of 20 percent of the gross acreage in a combination of common areas and open space, at least half of which (10% of the gross acreage) shall be open space. These areas shall be designated in the applicable Project Plan and separately identified on any applicable final plat of subdivision or site plan. Open Space recorded as a lot or lots in subdivisions or as common area in condominium plats and shall be maintained with open space or conservation easements or such other arrangement as is approved by the Planning Commission in connection with Project Plan or subdivision or condominium approval.

(B) Yard requirements.

Yard requirements shall be determined and governed by the applicable Project Specific Standards established pursuant to the requirements of this Chapter. The following minimum requirements shall apply in the P-C Zone.

1. Minimum yard areas shall be measured from the front, side and rear lines of lots, condominium private ownership yard areas (where building footprint is not recorded) or from accesses, driveways, or streets (where no property lines or private ownership yard areas exist).
2. Buildings may not be located within a public right of way or utility easement.

(C) Fencing, screening, clear vision.

Fencing, screening and clear vision requirements shall be determined and governed by the applicable Project Specific Standards established pursuant to the requirements of this Chapter. The following requirements shall apply in the P-C Zone.

1. All mechanical equipment, antennas, loading and utility areas, and trash receptacles shall be screened from view with architectural features or walls consistent with materials used in the associated buildings as more specifically set forth in the applicable Project Specific Standards.
2. Fences and landscape materials, except for mature trees which are pruned at least 7 feet above the ground, shall not exceed 2 feet in height within a 10 foot triangular area formed by the edge of a driveway and the street right-of-way line or within a 30 foot triangular area formed by the right-of-way lines of intersecting streets.

(D) Architectural standards.

Architectural requirements shall be determined and governed by the Project Specific Standards established pursuant to the requirements of this Chapter. The following architectural standards and requirements shall apply in the P-C Zone.

1. Architectural design of buildings and building materials shall be established in the Project Specific Standards.
2. All building materials shall be high quality, durable, and low maintenance.
3. The applicable Project Specific Standards shall address exterior relief of buildings, design of all sides of buildings, and architectural compatibility of buildings.

(E) Landscaping requirements.

Landscaping requirements shall be determined and governed by the applicable Project Specific Standards established pursuant to the requirements of this Chapter. The following landscaping requirements shall apply in the P-C Zone.

1. The applicable Project Specific Standards shall address the landscaping and proper maintenance of required front, side, and rear yards of lots and private ownership areas in the P-C Zone.
2. All areas of lots and parcels in the P-C Zone not designated for open space, parking, buildings, or other hard surfacing shall be landscaped and properly maintained. Designated open space shall remain in a natural condition, cultivated or landscaped, and properly maintained in accordance with the Project Specific Standards.
3. All park strips and public right-of-way areas in the P-C Zone shall be landscaped and properly irrigated and maintained by the applicable property owners in the P-C Zone unless otherwise approved by the council. All park strip areas shall be installed by the developer and properly maintained by the applicable owners in the P-C Zone. A plan for funding of on-going maintenance of street landscaping by the property owners shall be presented for approval by Staff at the time of site plan approval.

(F) Lighting.

Lighting requirements shall be determined and governed by the Project Specific Standards established pursuant to the requirements of this Chapter.

(G) Other requirements.

The following requirements shall apply in the P-C Zone.

1. All developments shall be graded according to Magna's engineering and building requirements to provide adequate drainage. Buildings shall be equipped with facilities for the discharge of all roof drainage onto the subject lot or parcel.
2. The applicable owners shall properly maintain all private areas of individual lots or parcels.
3. The specific requirements of this Section 110 shall be governed by the Project Specific Standards established pursuant to the requirements of this Chapter and may be modified as the Council deems appropriate pursuant to the terms of the applicable Project development agreement.
4. All common area improvements including buildings, open space, recreational facilities, roads, fences, utilities, landscaping, walkways, street lights and signs not specifically dedicated to Magna or accepted for ownership or maintenance by Magna shall be perpetually maintained by the applicable owners or their agents through a special taxing district, owners' association with power to assess and collect fees for maintenance or other assessment and maintenance mechanisms acceptable to the council. Improvements for which Magna agrees to accept maintenance responsibility shall be reviewed by the applicable Magna service provider for compliance with adopted standards prior to approval.

19.69.130 Development agreement.

In conjunction with the approval of a P-C Zone Plan, CSP, and Project Plan, the developer and Magna shall enter into one or more development agreements reflecting all conditions of approval and terms of the applicable P-C Zone Plan, CSP, and Project Plan, and such other matters as Magna and the developer may agree. The council chair signs all development agreements. The council need only approve the development agreement associated with the P-C Zone Plan. Development Agreements entered into with respect to a CSP or Project Plan do not require approval of the council unless the approved CSP or Project Plan, together with the approved CSP Design Standards or Project Specific Standards, are inconsistent with the conditions and requirements set forth in this title. Without regard to future amendments, additions or changes to the Magna Ordinance, Magna may agree, in such Development Agreements, that the developer may advance development applications for projects within the

applicable P-C Zone pursuant to the planning and approval processes set forth in this chapter, or such other process as is specifically agreed upon pursuant to a development agreement approved by the council. Such development agreements may further identify a process for approving amendments to an approved P-C Zone Plan, CSP, Project Plan or Subdivision Plat, which shall be approved by the council to the extent such a process differs from Magna ordinance. Any entitlement granted to the developer under the terms of a Development Agreement shall be subject to amendments, changes, or additions to this chapter if the council finds that failure to so amend, change, or add to the chapter would constitute a compelling countervailing public interest.

APPROVED AND ADOPTED in Magna, Salt Lake County, Utah this 9 day of January, 2018.

By: *Dan W Peay*
DAN W. PEAY, CHAIR

ATTEST

Sherrie Swensen

SHERRIE SWENSEN
SALT LAKE COUNTY CLERK
METRO TOWNSHIP CLERK/RECORDER

APPROVED AS TO FORM:

Amelia A. ...
METRO TOWNSHIP ATTORNEY

VOTING

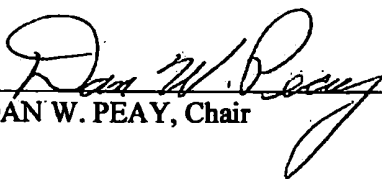
COUNCILMEMBER FERGUSON excused
COUNCILMEMBER HULL ntc
COUNCILMEMBER PEAY ntc
COUNCILMEMBER PEEL ntc
COUNCILMEMBER PROKOPIS ntc

(Complete as Applicable)
Ordinance published in newspaper:
Date: _____
Effective date of ordinance: _____

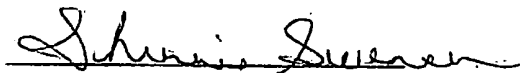
SUMMARY OF
MAGNA METRO TOWNSHIP ORDINANCE NO. 18-01-02

On the 9 day of January, 2018, the Magna Metro Township Council adopted Ordinance No. 18-01-02, an ordinance establishing Chapter 19.69 – PLANNED COMMUNITY (P-C) ZONE to manage Large-Scale Development.

MAGNA METRO TOWNSHIP COUNCIL:

By: 
DAN W. PEAY, Chair

ATTESTED:



Sherrie Swensen, County Clerk

METRO TOWNSHIP CLERK/RECORDER

Approved as to Form:


METRO TOWNSHIP ATTORNEY

Voting:

Councilmember Ferguson voting	<u>excused</u>
Councilmember Hull voting	<u>N/A</u>
Councilmember Peay voting	<u>N/A</u>
Councilmember Peel voting	<u>N/A</u>
Councilmember Prokopis voting	<u>N/A</u>

A complete copy of Ordinance No. 18-01-02 is available in the office of the Salt Lake County Clerk, 2001 South State Street, N2-700, Salt Lake City, Utah.

Exhibit D

Magna Metro Township Code of Ordinances Chapter 19.69

Chapter 15.14 CONSTRUCTION STANDARDS IN OVERPRESSURE AREA

15.14.010 Definition

15.14.020 Purpose

15.14.030 Applicability Of Standards

15.14.040 Standards

15.14.050 Glass Requirements

15.14.010 Definition

The term "overpressure area" means the 0.2 and greater overpressure area surrounding the Hercules Bacchus Works Property located south of 4100 South and west of 6400 West, Salt Lake County as shown on the map entitled "Special Development Standards Areas," located in the development services division office at 2001 South State Street, which map is adopted as part of this chapter and incorporated herein by reference. The boundaries of the special development standards areas approximate the range of overpressure lines acknowledging existing property lines and physical features where possible. The overpressure areas referred to in this section are based on an explosion of twenty thousand pounds of TNT equivalent for areas number one, two and three, and sixty-five thousand pounds of TNT equivalent for area number four. The approximate centers of the overpressure areas are:

Area #1—2,500 feet west of 7200 West Street, and 1,700 feet south of 4100 South Street.

Area #2—2,000 feet west of 6400 West Street, and 2,400 feet north of 5400 South Street.

Area #3—1,800 feet east of Highway 111, and 2,800 feet north of 5400 South Street.

Area #4—7,000 feet west of Highway 111, and 1,400 feet north of 5400 South Street.

HISTORY

Adopted by Ord. 17-01-03 on 1/17/2017

15.14.020 Purpose

Property within the overpressure area may be subject to significant overpressure waves and fragments in the event of an accidental explosion of energized materials which are manufactured, stored or handled. In order to provide for the health, safety and welfare of residents within the overpressure area, this chapter provides construction standards for all property located within such area.

HISTORY

Adopted by Ord. 17-01-03 on 1/17/2017

15.14.030 Applicability Of Standards

The standards in this chapter shall be applicable to all new construction requiring a building permit within the overpressure area as shown on the special development standards areas map. Such construction shall include new buildings and/or modification or additions to existing buildings.

HISTORY

Adopted by Ord. 17-01-03 on 1/17/2017

15.14.040 Standards

1. Commercial and industrial buildings, where permitted in the 0.2, 0.3 and 0.5 PSI overpressure areas, shall:
 1. Be certified by a licensed structural engineer that the proposed structures are designed to withstand the wind loads of the overpressure area in which they are located on all exterior vertical and horizontal surfaces;
 2. Conform to the glass standards contained in Section 15.14.050.
2. Residential buildings, where permitted in the 0.2, 0.3 and 0.5 PSI overpressure areas, shall:
 1. Be designed, where feasible, with windowless walls or minimum glass surfaces facing towards the center of the overpressure area. Where possible, the garage or carport shall be placed on the side of the building facing the center of the overpressure area;
 2. Conform to the glass standards contained in Section 15.14.050.

HISTORY

Adopted by Ord. 17-01-03 on 1/17/2017

15.14.050 Glass Requirements

1. The window pane size requirements in the overpressure areas shall be as follows:

Overpressure Area as Shown on Map (PSI)	Maximum Size of Window Pane (sq. ft.)
0.50	9.0
0.30	12.0
0.20	15.0

2. Additional requirements:
 1. All windows shall be double glazed.
 2. Each layer of glass shall be a minimum thickness of one-eighth inch.
 3. The size of pane is measured between mullions.
 4. Each building located in the overpressure area shall be designed, where feasible, to minimize the amount of glass facing the center of the overpressure area.
 5. Maximum width of any window pane shall be four feet.

HISTORY

Adopted by Ord. 17-01-03 on 1/17/2017