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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
JOHN BIRKINSHAW
5295 S 300 W STE 475
MURRAY UT 84107
BY: ZJA, DEPUTY - WI 69 P.

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Master Development Agreement

For The

Kennecott Master Subdivision #1 Project

BK 8762 PG 7103

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**MASTER DEVELOPMENT AGREEMENT
FOR THE
KENNECOTT MASTER SUBDIVISION #1 PROJECT**

THIS MASTER DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into as of the 18th day of March, 2003, by and between South Jordan City, a Utah municipal corporation (the "**City**"), and OM Enterprises Company, a Utah corporation (the "**Master Developer**"). Master Developer is a wholly owned subsidiary of Kennecott Land Company.

RECITALS:

A. Master Developer owns approximately four thousand one hundred twenty-seven (4,127) acres of land within the municipal boundaries of the City of South Jordan, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "**Property**").

B. The Property is presently contained within a Planned Community Zone as shown and set forth on the zoning map attached hereto as Exhibit "B" and by this reference made a part hereof. Master Developer has submitted, and the City has approved, as of the date hereof, (i) a Planned Community Zone Plan for the Property in the form of Exhibit "C" attached hereto and by this reference made a part hereof (as may be amended from time to time, the "**P-C Zone Plan**"), (ii) a Community Structure Plan in the form of Exhibit "D" attached hereto and by this reference made a part hereof (as may be amended from time to time, the "**CSP**"), (iii) a Master Subdivision Plat for the Property in the form of Exhibit "E" attached hereto and by this reference made a part hereof (as may be amended from time to time, the "**MSP**"), and (iv) those certain Development Standards included on the MSP (as may be amended from time to time, the "**Development Standards**") (collectively, the "**Entitlement Approvals**").

C. Master Developer and Kennecott Land Company, acting in its capacity as agent for Master Developer, currently plan to develop one or more mixed use villages on the Property, which for purposes of this Agreement shall collectively be known as Kennecott Master Subdivision #1 (the "**Project**"), and shall include residential (single and multi-family), office, commercial, civic, retail and industrial sites, sites for public facilities (which may include regional and neighborhood park systems, pedestrian, bicycle and equestrian trails, open space, water features, and playing fields) and other amenities.

D. In order to strengthen the public planning process, to promote cohesive, orderly and efficient growth and development, to provide standards and procedures for review and construction of developments, and to encourage efficiencies in public service and promote a sustainable community, the City enacted the Planning and Zoning Ordinance (the "**Ordinance**").

E. Section 11.04.310 of the South Jordan Municipal Code enables the City to enter into this Agreement. This Agreement is consistent with the City's General Plan and will be adopted by a legislative act of the governing body of the City of South Jordan.

F. Master Developer and the City, pursuant to Sections 11.04.310 and 12.72.230 of the South Jordan City Municipal Code, desire to set forth their understanding that, unless otherwise provided herein, the Property is subject to and shall be developed in accordance with the Entitlement Approvals, this Agreement as well as all of the City's Laws (defined below), including, but not limited to, the provisions of the City's General Plan, the Planned Community Zoning Ordinance (Chapter 12.72 of the South Jordan City Municipal Code) ("**Chapter 12.72**"), and any permits issued by the City pursuant to the applicable City ordinances.

G. This Agreement contains various general requirements and conditions for the design and development of the Property and the Project which are in addition to the City's Laws. Persons and/or entities hereafter developing the Property or any portions thereof, shall accomplish such development in accordance with the City's Laws and the provisions of this Agreement.

NOW, THEREFORE, in consideration of the above Recitals (which are a part of this Agreement), the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Master Developer hereby agree as follows:

1. Incorporation of Recitals. The above Recitals are hereby incorporated into this Agreement.

2. Definitions. For purposes of this Agreement the following terms shall have the meanings set forth below:

"**Benefited Property**" shall have the meaning specified in Section 7(d).

"**Chapter 12.72**" shall have the meaning specified in the Recitals.

"**City**" means South Jordan City, a municipal corporation of the State of Utah.

"**City's Laws**" means the ordinances, resolutions, rules, regulations, and laws of the City in effect on the date of this Agreement is approved by the City Council.

"**CSP**" shall have the meaning specified in the Recitals.

"**Developer**" shall have the meaning specified in Section 11(b).

"**Developer Property**" shall have the meaning specified in Section 11(b).

"**Development Standards**" shall have the meaning specified in the Recitals.

"**Entitlement Approvals**" shall have the meaning specified in the Recitals.

"**Excess Improvements**" shall have the meaning specified in Section 7(d).

"**Final Plat Map**" shall mean a final plat map as described in Section 12.72.120 of the South Jordan City Municipal Code.

“Infrastructure Improvements” means the Open Space Improvements, roads, utilities, buildings, public facilities, common areas, and any other infrastructure improvements to be included within or constructed as part of the Project.

“JVWCD” means the Jordan Valley Water Conservancy District.

“Master Association” means the present and future property owners association established by the Master Developer pursuant to Section 6(j)(1) hereof.

“Master Developer” means OM Enterprises Company, a Utah corporation, or any successor and/or assign thereof of a portion or all of the Property which is directly or indirectly owned and/or controlled by, or under common ownership with, Kennecott Land Company.

“MSP” shall have the meaning specified in the Recitals.

“Municipal Improvement District” shall mean a municipal improvement district created pursuant to the provisions of the Utah Municipal Improvement District Act, Title 17A, Chapter 3, Part 3, Utah Code Annotated 1953, as amended, or pursuant to other applicable Utah laws in effect from time to time governing the creation of special districts.

“Municipal Improvement District Assessment Area” means all or any portion of the Project area, and additional properties outside the Project’s boundaries that may benefit from the Municipal Improvement District improvements which Master Developer agrees to include in the Municipal Improvement District Assessment Area.

“New Law” shall have the meaning specified in Section 6(k).

“Open Space Improvements” means areas for recreational amenities and open space, including, but not limited to, pedestrian, bicycle and equestrian trails, regional and neighborhood parks, view corridors, water features, natural habitat areas, medians, parkways and commonly maintained natural or landscaped areas, drains, storm water retention areas, canals, slope protection, and, if approved by the City, other matters.

“Ordinance” shall have the meaning specified in the Recitals.

“P-C Zone Plan” shall have the meaning specified in the Recitals.

“Project” shall have the meaning specified in the Recitals.

“Property” shall have the meaning specified in the Recitals.

“Protective Covenants” shall have the meaning specified in Section 16(i).

“Section 11.04.320” shall have the meaning specified in Section 6(e)(2).

“Sewage Facility” shall have the meaning specified in Section 6(e)(3).

“**Special Service District**” shall mean a special service district created pursuant to the provisions of Utah Special Service District Act, Title 17A, Chapter 2, Part 13, Utah Code Annotated 1953, as amended, or pursuant to other applicable Utah laws in effect from time to time governing the creation of special districts.

“**Warranty Period**” shall have the meaning specified in Section 8(i).

“**Water Dedication Requirement**” shall have the meaning specified in Section 6(e)(2)(B).

“**Water Rights**” shall mean that portion of those certain water rights identified of record at the Utah Division of Water Rights as Water Right No. 59-23 and Water Right No. 59-5673, with approved Change Application No.a24719, or such other similar water rights identified by Master Developer.

“**Water Supply Agreement**” shall have the meaning specified in Section 6(e)(2).

3. Property Development. Master Developer may develop all or any portion of the Property in accordance with the requirements of the City’s Laws, and this Agreement. No development will be approved within any portion of the Property which is not in conformity with the City’s Laws, and this Agreement. It is the desire and intent of the parties hereto that development of the Project will proceed in such a manner as to benefit the City as well as the Master Developer.

4. Planned Community Zone Plan. The Property shall be developed by Master Developer in accordance with the Entitlement Approvals and all submittals must comply to the extent required with the Entitlement Approvals. The Entitlement Approvals may be modified from time to time with the mutual approval of the City and Master Developer. Any approved modification shall be incorporated into and made a part of the Entitlement Approvals. The Project shall be developed in accordance with Project design guidelines prepared by the Master Developer and approved by the City as set forth in Chapter 12.72.

5. Site Plans and Subdivisions. Any subdivisions of the Property shall comply with the City’s Laws. A specific site plan and/or subdivision plat for each portion of the Project which is developed by the Master Developer will be required and shall be submitted for approval by the City in accordance with the subdivision and site plan review requirements set forth in Chapter 12.72, the Entitlement Approvals and the City’s Laws. All portions of the Project receiving final subdivision and/or site plan approval must be developed in accordance with the approved final plat and/or specific site plan for that portion of the Project and pursuant to the terms of any conditional use permit(s) issued to Master Developer covering the Project or any portion thereof.

6. Development of the Project. The Project shall be developed by Master Developer in accordance with all of the requirements contained herein.

a. Uses. The Project shall be developed as one or more mixed use villages including such uses as are allowed in the Planned Community Zone, as more particularly described in the P-C Zone Plan, CSP and MSP.

b. Phases. The phases of the Project shall be developed in accordance with the applicable terms and conditions of the Entitlement Approvals, as more particularly described therein.

c. Open Space Requirements. The minimum percentage of gross acreage of the Property dedicated to Open Space Improvements shall be thirty percent (30%), provided, however, that if the City in the future approves, in its reasonable discretion, a reduced dedication requirement for Open Space Improvements, then the percentage in this sentence shall be automatically modified to such reduced percentage approved by the City. Open space areas shall be preserved and maintained as shown on the Project site plans approved by the City. Open Space Improvements may be (i) operated and maintained by one or more maintenance districts or homeowner associations to be formed by Master Developer or by special purpose entities whose purpose is to operate and maintain open space areas; provided that the maintenance standards of such maintenance districts, homeowner associations or special purpose entities (as set forth in the organizational documents thereof or in conditions recorded against the affected property) shall equal or exceed the maintenance standards of the City in effect on the date this Agreement is approved by the City Council with respect to open space improvements similar in size, type and scope to the Open Space Improvements being operated and maintained by such district, association or entity (or such other standards as are agreed upon by the City and Master Developer), or (ii) if requested by Master Developer and accepted by the City, dedicated to and operated and maintained by the City. The determination of which entity will operate and maintain an Open Space Improvement will be made by Master Developer on a case-by-case basis. Notwithstanding anything to the contrary herein, the City reserves the right to establish, with the approval of the Master Developer, one or more Special Service Districts in support of operation and maintenance obligations of the City with respect to the Open Space Improvements accepted by the City. Any decision by the City to accept Open Space Improvements and/or operation and maintenance of the same shall rest in the reasonable discretion of the City, to be exercised on a case by case basis for each Open Space Improvement offered for dedication to the City. A decision by the City not to accept dedication of an Open Space Improvement shall not affect its status as an Open Space Improvement for purposes of this Agreement or satisfaction of any applicable entitlement matter, including, without limitation, required set asides for open space, credit against impact fees, etc.

d. Trail Connections.

(1) General. Except as otherwise set forth in this Agreement, the following general provisions shall apply to trails located within the Project.

(a) Dedication and Use. The Master Developer shall provide perpetual public easements for access along designated public trails within the Property. The trails may be used for pedestrian, bicycle and/or equestrian purposes as well as emergency/maintenance public vehicle access.

(b) Location. Master Developer and City will work together to establish the location of trails within the Project. If possible, such trails will be located so as to connect to other trail systems in the City, but neither the City nor Master Developer shall be required to establish any physical connections between such trails (e.g., bridges, underpasses, special crossings, etc.).

(c) Construction. Except as otherwise set forth herein, Master Developer shall construct the trails lying within that portion of the Project that is owned or developed by the Master Developer.

e. Utilities and Infrastructure.

(1) Costs. When Master Developer (or its assignee(s) acquiring title to a portion of the Project pursuant to Section 11(b) hereof, as applicable) begins construction of a portion of the Project, as between Master Developer and the City, Master Developer or its assignee, as applicable, shall bear the full costs of (i) all on or off-site Infrastructure Improvements that serve or benefit only the Project, and (ii) its proportionate share of on or off-site Infrastructure Improvements that will serve both the Project and other areas, which shall be calculated in accordance with Section 11-36-201(5)(b) of the Utah Code, to the extent applicable.

(2) Water. Water service to the geographical area within the Project shall be provided in conformance with the following:

(A) Water Right Dedication Requirement. Section 11.04.320, South Jordan City Municipal Code (the "**Water Dedication Ordinance**"), currently requires the dedication of water shares as a condition to development approval within the City. In recognition of, among other things, Master Developer's commitment to install, at no cost to the City, the water distribution infrastructure for the Project, and that City does not have a means of treating and supplying water to the Project, and thus cannot supply the amount of water that will be needed for the Project, even if dedicated by Master Developer, the City and Master Developer agree that all water rights dedication and transfer matters relating to the Project shall be governed by the terms of this Agreement. The City agrees that the water dedication provided in this Agreement shall be deemed to satisfy any applicable requirements of the Water Dedication Ordinance. Except as provided in Section 6(e)(2)(F), the provisions of this Section 6(e)(2) are intended to require Master Developer to provide for the benefit of the Project only those Water Rights that are actually necessary to serve the Project, and to ensure that such Water Rights, or any proceeds or products thereof, shall be used solely for the benefit of the Project.

(B) Establishment of the Special Service District. The City shall establish the Special Service District with power, among other things: (1) to own, operate, maintain, repair and replace the municipal water system within the

Project, (2) to own, lease, exchange, sell and/or transfer water and water rights, and to develop and/or contract for a municipal water supply for the Project, (3) to provide municipal water service to the Project either on its own or through the City by interlocal agreement, and (4) to own, manage, operate and maintain recreation facilities and provide recreational services, including recreational parks and open space. As used herein, "municipal water service," "municipal water system" and "municipal water supply" shall include provision of culinary and/or secondary water to the Project. Upon approval by the Special Service District of the terms of this Agreement applicable to it, the Master Developer shall transfer to the Special Service District all of Master Developer's right, title and interest in and to the portion of the Water Rights that are to be dedicated, sold, leased, exchanged or otherwise transferred to the Special Service District under the terms of this Agreement, subject to the following:

(i) Subject to the provisions of subparagraph (B)(iv) below and the other terms of this subparagraph (B)(i), the Water Rights to be dedicated to the Special Service District shall authorize the diversion and use of 3.4 acre-feet of water per annum for municipal purposes within the Project for each gross acre of land included within the Project, which is the amount of water currently specified for dedication under the Water Dedication Ordinance. If the City in the future increases, reduces or eliminates such dedication requirement in the Water Dedication Ordinance as applicable to the Project, all Water Right dedication requirements (including under this Agreement) applicable to phases of the Project for which final subdivision plat maps have not been recorded in the County Records of Salt Lake County shall be adjusted automatically to the new standard (or eliminated, if the Water Dedication Ordinance's dedication requirement is eliminated). Any such adjustment shall not apply retroactively to portions of the Project for which such subdivision plat maps have been recorded. Any such adjustment in the Water Dedication Requirement applicable to the Project must be based on the reasonably estimated average water usage of the undeveloped portion of the Project, and must have been adopted in compliance with applicable state law.

(ii) The Water Rights shall be transferred to the Special Service District by Master Developer on a schedule to be established between the Master Developer, the Special Service District and the JVWCD under the Water Supply Agreement provided for in Section 6(e)(2)(C) below. In the event they are unable to reach agreement on a schedule, subject to the provisions of Section 6(e)(2)(C) below, the Water Rights shall be transferred in installments as the Project is developed in proportion to the number of acres of land covered by each approved subdivision plat map filed by the Master Developer, with the transfer to occur at the time of, and as a condition to, the recording of such subdivision plat map.

(iii) Except as provided in Section 6(e)(2)(F), the Water Rights shall be transferred by the Master Developer to the Special Service District at no cost to the Special Service District, free and clear of all liens and encumbrances of whatsoever kind or nature. The Water Rights will be transferred to the Special Service District for the sole purpose of providing water to the Project.

(iv) Master Developer may, from time-to-time, provide to the Special Service District evidence and studies based on its experience in the development and operation of the Project showing that the actual water needs of the Project on a per-acre basis are different than the amount of water required to be dedicated per acre under the then current provisions of the Water Dedication Ordinance or this Agreement. The Special Service District will review any such issue in good faith, and if it concludes that the Project's actual water needs are different than the then current dedication requirement of the Water Dedication Ordinance, the Special Service District will make appropriate modifications to the water dedication requirement for the remainder of the Project. Upon any such modification all future Water Right dedication requirements (including under this Agreement) applicable to phases of the Project for which subdivision plat maps have not been recorded in the County Records of Salt Lake County shall be automatically adjusted to the new standard. Any such adjustment shall not apply retroactively to portions of the Project for which such subdivision plat maps have been recorded.

(C) Water Supply Agreement. The parties hereby acknowledge that neither the City nor the Special Service District has the means, on their own, of providing a municipal water supply to the Project, and that historically the water supply for the City has been provided by water supply contracts with the JWCD. Accordingly, the Master Developer shall use commercially reasonable efforts to promptly negotiate a water supply agreement with the JWCD covering a 15 year term (the "**Water Supply Agreement**"), the provisions of which shall be subject to the express approval of the Special Service District, which approval shall not be unreasonably withheld or delayed. The Special Service District shall participate in the negotiation of said agreement and be a signatory to the same. The Water Supply Agreement shall provide, among other things, as follows:

(i) The Special Service District shall dedicate, sell, lease, exchange or otherwise transfer the Water Rights received from Master Developer pursuant to this Agreement to the JWCD for such consideration as shall be negotiated in the Water Supply Agreement (provided, however, if Master Developer decides, or is required, to implement a secondary water system for the Project, including, as described in Section 6(o) below, the Special Service District shall withhold from transfer to JWCD an amount of Water Rights equal to the Water Rights Master Developer estimates will be needed for such secondary water system, which water rights shall be used solely for such

secondary water system). It is acknowledged that, among other things, a portion of the consideration to be received in return for the dedication, sale, lease, exchange or other transfer of such Water Rights to the JWCD is a commitment from JWCD to provide, subject to the terms of the Water Supply Agreement, in perpetuity all water requirements of the Project, with an anticipated delivery schedule over a 15 year period, the reduction or elimination of "take or pay" requirements typically imposed by JWCD, and a cash payment to the Special Service District in return for a portion of the value of the Water Rights. The funds received as consideration by the Special Service District from JWCD ("**Open Space Funds**") shall be utilized by the Special Service District for operation and maintenance of Open Space Improvements within the Project that have been dedicated to the City or the Special Service District; the express terms of such arrangement shall be set out in a separate agreement between the Special Service District and the Master Developer that shall be negotiated and executed after the negotiation and execution of the Water Supply Agreement (the "**SSD Open Space Agreement**"). The SSD Open Space Agreement shall include provisions (x) establishing an advisory board consisting of a representative appointed by the Mayor of the City and a representative appointed by Master Developer to review and provide suggestions regarding operation and maintenance of, and budgeting for, Open Space Improvements maintained by the Special Service District or the City, (y) establishing a planning and budgeting process that includes full participation by members of such advisory committee in preparation of the annual budget and expenditure plan for the Open Space Improvements maintained by the Special Service District or the City, and (z) addressing treatment of funds should the City or the Special Service District reject a dedication of Open Space Improvements, in which case a pro-rata portion of the Open Space Funds (based on the relative estimated operating cost of the rejected item(s) to the estimated operating costs of all Open Space Improvements to be dedicated within the Project) will be transferred to Master Developer or such other entity designated by Master Developer to maintain such rejected Open Space Improvements. Subject to clause (iii) below, unless otherwise agreed by the City and Master Developer, the execution of the Water Supply Agreement shall be an express condition precedent to the issuance of a building permit by the City for any permanent structure within the Project (it is agreed, however, that it shall not be a condition to issuance of permits for site preparation work, including grading, road and utility installation, on the Project).

(ii) The water contract rates to be charged to the Special Service District under the Water Supply Agreement shall be reasonable and shall not discriminate against the Special Service District when compared to the contract rates charged to the City and other customers of the JWCD. Master Developer and the District acknowledge that the JWCD is currently reassessing its contract rate structure and that if the

Water Supply Agreement is executed before JWCD completes such reassessment, the Water Supply Agreement shall include a mechanism for setting rates to be charged by JWCD for water supplied to the Special Service District, rather than include fixed contract rates.

(iii) In the event the Master Developer determines that it is not possible to negotiate a Water Supply Agreement on terms that are in form and substance acceptable to the Master Developer, Master Developer, in full consultation with the City, shall seek to obtain a water supply for the Project (including a water sale agreement) through other arrangements, including private companies, and upon approval of such alternative arrangement by the City, the provisions of this Section 6(e)(2) shall not apply thereto unless otherwise agreed by the City, Master Developer and the Special Service District.

(D) Infrastructure Development and Dedication.

(i) Master Developer shall construct, or in the Water Supply Agreement provide for construction by JWCD, without cost to the City or the Special Service District, of all the main transmission systems necessary for the transportation of JWCD water to the Project. It is acknowledged that title to said systems shall, if constructed by JWCD remain vested in JWCD, and if constructed by the Master Developer, unless otherwise agreed by JWCD and Master Developer, shall be transferred by Master Developer to JWCD.

(ii) The internal water distribution system within the Project, including all water transmission lines, laterals, pump stations, pressure regulation systems, treatment facilities, meters and meter stations, and all other equipment and facilities necessary for the storage, transportation and delivery of water within the Project shall be constructed by the Master Developer, at no cost to the City or the Special Service District. The internal water distribution system shall be constructed in accordance with the specifications of the City in effect on the date this Agreement is approved by the City Council of the City. To the extent possible, any booster stations, treatment facilities, pressure reducing valves and/or storage facilities shall be placed at elevations and locations which will be compatible with existing pressure zones and operational strategies within not only the Special Service District's local system, but also the City's overall systems. These improvements shall not be connected to the main transmission system and/or authorized for service until they have been inspected and approved by the Special Service District's engineers and accepted by the Special Service District. Title to these improvements shall be transferred to the Special Service District upon their inspection and approval in consideration for the District's assumption of the perpetual obligation of operation, maintenance, repair and replacement of these improvements and its obligation to provide

service to the Project in accordance with the Special Service District's rules and regulations.

(E) Municipal Water Service. The Special Service District, or the City by interlocal agreement, shall provide municipal water service to all portions of the Project (including Open Space Improvements), regardless of ownership. The Special Service District shall own, operate, manage, maintain, repair and replace the water distribution system within the Project as it is placed in service, either directly, or by interlocal agreement with the City. The water rates to be charged by the Special Service District (or the City) to customers within the Project shall be reasonable and to the extent possible shall be consistent with the rates charged within other portions of the City by the Special Service District or the City.

(F) Transfer of Additional Water Rights. The Master Developer, in its discretion, may transfer, or cause to be transferred, additional water rights to the Special Service District, for such purposes and upon such terms as the Master Developer and the Special Service District may agree by separate agreement. Any such additional water rights transferred to the Special Service District by or on behalf of Master Developer shall be governed by the terms of the transfer agreement for such water rights, not this Agreement.

(3) Sewage Treatment Facility. It is currently contemplated that the early phases of the Project will be connected to existing sewer facilities and systems, but that due to the overall size of the Project and the increased demand for sewage treatment capacity in connection therewith, it may be more efficient and cost effective to develop and construct a sewage treatment facility (the "Sewage Facility") to serve the Project, or a portion thereof. The City has agreed to grant Master Developer substantial input in the design, financing, development, construction, ownership structure and location of such a Sewage Facility, if the same is constructed by the City. Without limiting the foregoing, the City and Master Developer acknowledge and agree as follows:

(i) Each of the City and Master Developer covenants and agrees to use reasonable efforts to study, either independently or in cooperation with the other, the design, financing, development and construction of a Sewage Facility, the designation of the geographic area to be served thereby, the formation and selection of the governing body and directors thereof, the administrative functions pertaining thereto (including customer service and billing), and related duties and tasks;

(ii) The study or studies shall examine whether the proposed Sewage Facility should be (aa) jointly owned by and between Master Developer and the City, pursuant to a joint venture agreement and such other documentation as may be approved by and between Master Developer and the City, (bb) owned in its entirety and governed solely by the City, (cc) owned in its entirety by the City but governed by a board of

directors or similar governing body comprised, in equal proportion, of the City (and/or its designees) and the Master Developer (and/or its designees), or (dd) owned in its entirety by Master Developer and/or its affiliates, or by some other entity, such as a special service district; and

(iii) The City, if Master Developer so requests, shall use reasonable efforts to cooperate with Master Developer in studying the establishment of a mechanism relating to such a Sewage Facility to ensure the reservation of adequate capacity for the Project.

Nothing in this Section shall be deemed to obligate either the City or Master Developer to build such a Sewage Facility, or implement the findings of any such study, unless the City and Master Developer agree in writing to do the same.

(4) General. The City shall use reasonable efforts to assist Master Developer in the procurement and installation of utility services for the Project and each portion thereof. To the extent that a utility service will be provided by or through the City, the City agrees to charge rates that do not discriminate against users located within the Project.

f. Municipal Improvement District. The City and Master Developer anticipate that one or more Municipal Improvement Districts may be created in connection with the Project, subject to the following terms and conditions:

(1) The Municipal Improvement District may include, among other things, landscaping, public streets, public street lighting, storm drains, water distribution system, water treatment facility, sanitary treatment facility, trails, restroom facilities, fencing, public parking for citizen use, public traffic signal lights, acceleration and deceleration lanes, retention ponds, land for parks and open space, and/or any other improvements reasonably designated for inclusion by Master Developer.

(2) The parties acknowledge and agree that the amount of Project costs to be financed through a Municipal Improvement District will vary based on the designation of the Municipal Improvement District Assessment Area, the actual cost of the proposed improvements and land interests to be included therein, the further discussions and agreements between the City and Master Developer, and the applicability of any limitations imposed by statutory provisions.

(3) Master Developer agrees not to protest creation of a Municipal Improvement District and related Municipal Improvement District Assessment Area, provided that (i) Master Developer and the City shall have mutually agreed on the formation and designation thereof, in accordance with the provisions of this Section 6(f), and (ii) the City and the Municipal Improvement District act in conformity with this Agreement and the City's Laws.

(4) The City and Master Developer covenant and agree to use reasonable efforts to cooperate in the designation of the improvements to be included in a Municipal Improvement District Assessment Area, the formation of Municipal Improvement Districts, the documentation of any reimbursement agreements and other written agreements pertaining to a Municipal Improvement District (including without limitation such waiver and disclaimer agreements as the City and Master Developer may mutually approve), and the parties' rights and obligations in connection therewith. Fiscal analysis and feasibility for a Municipal Improvement District shall be coordinated with the City and a fiscal agent mutually acceptable to the City and Master Developer.

(5) If requested by Master Developer, to the extent possible the City will assist Master Developer in utilizing the maximum potential funding of improvements and related items available through a Municipal Improvement District, including by means of purchasing from Master Developer at fair market value any public infrastructure improvements and associated interests in land, or land itself, using funds from the Municipal Improvement District. Nothing in this provision is intended to obligate the City to expend funds to purchase such improvements or land other than such funds as may be available from a Municipal Improvement District established for such purpose.

g. Landscaping. Master Developer shall comply with all landscaping requirements contained in the P-C Zone Plan and the City's Laws.

h. Architectural Requirements. Master Developer shall comply with the design guidelines prepared by the Master Developer and approved by the City as set forth in Chapter 12.72.

i. Easements. Appropriate easements, including temporary construction easements, for Infrastructure Improvements will be granted at no cost to the City and its contractors by Master Developer for the construction or maintenance of any public improvements required by the City. The location and terms of such easements shall be subject to the reasonable approval of both the City and Master Developer.

j. Master Declaration of Covenants. Prior to the issuance of any building permits for residential or commercial units within the Project, Master Developer may prepare for review by the City one or more master declarations of covenants, conditions and restrictions (as amended from time to time, the "**Protective Covenants**") for the area to be developed (and such other portions of the Project as Master Developer wishes to include in the master declaration) that provides for, among other things, the matters set forth below. Master Developer shall record the Protective Covenants with Salt Lake County.

(1) Master Association. The Protective Covenants may establish one or more Master Associations for the purpose of preserving the quality of development and the maintenance of the private and any common properties in the Project, or such other purpose as may be mutually approved by

the City and Master Developer. The Master Association may consist of a single association covering all of the Project, several associations covering different portions of the Project, or a combination thereof. The Protective Covenants may establish the structure, procedures, authority and remedies of the Master Association(s), including the right to make assessments and to lien defaulting properties and owners. The Protective Covenants may require the successors and assigns of Master Developer to perform the duties of Master Developer in connection with the Master Association(s), where such duties pertain to the respective portion of the Project, if any, constructed by such successors and assigns.

(2) Design Guidelines and Review. The Protective Covenants may designate the design guidelines and design review authority and procedures to be administered by the Master Association(s). Those guidelines may include, without limitation, elements of site planning, building design, landscape design, trash, storage, screening, lighting, and signs.

(3) City Not Obligated to Enforce Covenants. Master Developer acknowledges that the City has no legal obligation to enforce protective or restrictive covenants established by the Master Developer or by a homeowners association.

k. Development Regulation/Vesting. The Property, and all portions thereof, shall be developed in accordance with the City's Laws which are in effect on the date this Agreement is approved by the City Council of City, together with the requirements set forth in this Agreement, in accordance with the following terms and conditions:

(1) Neither the City nor any agency of the City shall impose upon the Project (whether by initiative, referendum or other means) any ordinance, resolution, rule, regulation, standard, directive, condition or other measure (each, individually, a "New Law") that reduces the development rights provided by this Agreement or by the Entitlement Approvals. Without limiting the generality of the foregoing, any New Law shall be deemed to conflict with this Agreement and/or the Entitlement Approvals if it would accomplish any of the following results in a manner inconsistent with or more restrictive than the City's Laws, either by specific reference to the Project or as part of a general enactment which applies to or affects the Project:

(i) limit or reduce the density of the Project, or any part thereof, or otherwise require any reduction in the square footage or number of proposed buildings or other improvements. However, this provision shall not require the City to increase the density on Project lands due to the limitations on portions of Project lands otherwise available for development which result from state or federal laws including, but not limited to, laws relating to airport safety or wetlands, species or habitat protection, preservation or restoration. This provision is not intended to

limit Master Developer's legal rights against state or federal authorities, but is intended to protect the City from initiation by Master Developer of a suit against the City due to the impact of such laws upon the Project (except that this provision shall not apply to prevent suit against the City if the City is required by applicable court rules or laws to be made a party to a suit), and to protect the City from any obligation to increase the density of development, whether commercial or residential or otherwise, in one area of the Project due to reduction in available, developable lands in other areas of the Project other than as set forth in the Entitlement Approvals. However, the City will cooperate with Master Developer to attempt to mitigate or minimize the impacts from such reductions on the over-all development of the Project;

(ii) change any land uses or permitted uses of the Project;

(iii) limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner so long as all necessary infrastructure to serve such development is constructed by or on behalf of Master Developer, or as otherwise provided for in this Agreement, all applicable requirements of this Agreement, the P-C Zone and other pertinent sections of City's Laws are satisfied, the public health, safety and welfare of citizens of the City are not jeopardized and potential liabilities against the City are not incurred that are not otherwise mitigated by insurance bonds, guaranties or indemnifications;

(iv) limit, restrict or narrow the guidelines and procedures established by the City for reimbursement of amounts expended or costs incurred by Master Developer in connection with the Excess Improvements, as more particularly described in Section 7(d) hereof;

(v) apply to the Project any New Law otherwise allowed by this Agreement that is not uniformly applied on a City-wide basis to all substantially similar types of development projects and project sites with similar land use designations; however, this provision shall not prohibit the City from establishing zones of benefit, rate zones, benefit districts, assessment districts or similar financing mechanisms, which may apply to the Project, so long as costs associated with such zones or districts are (i) uniformly applied to all similar uses within the zone or district and (ii) not limited in applicability to the Project;

(vi) require the issuance of additional permits or approvals by the City other than those required by City's Laws or which the City is required to impose by the authority of the State or Federal government or of special districts or agencies that are not subject to the

authority of the City or agencies of the City and whose jurisdiction extends to the Project; or

(vii) impose any ordinance or regulation, which controls commercial rents or fees charged within the Project.

(2) To the maximum extent allowed by law, the City shall not impose on the Project any mitigation measures, including without limitation any mitigation measures pertaining to environmental impacts, other than those measures, if any, specifically required to be imposed by the City's Laws.

(3) Nothing in this Section 6(k) or elsewhere in this Agreement shall operate to:

(i) prevent the City or any agency of the City from making any modifications to the City's Laws as may be required under circumstances constituting a compelling public interest by federal, state, county, and/or city laws and regulations promulgated to protect the health, safety or welfare of the citizens of the City; or

(ii) fix or preserve the standards set forth in the Uniform Building Code, American Association of State Highway Transportation Official Standards, the American Waterworks Association Standards, or other national or international engineering and/or design standards as the City makes applicable to the Property, as such standards may be amended or modified from time to time.

(4) In the event the City imposes by ordinance, resolution, initiative or otherwise a moratorium or limitation on the issuance of building permits or the regulatory approval and review of subdivisions for any reason, the Property and the Project shall be excluded from such moratorium or limitation unless the City demonstrates that it is necessary to include the Project within such moratorium or limitation due to circumstances constituting a compelling public interest to protect the health, safety or welfare of the citizens of the City (in which case such moratorium or limitation shall only apply to portions of the Project with respect to which Master Developer (or its assignees) has neither applied for, nor obtained, any building permits, unless a different result is required under *Western Land Equities Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980)).

(5) If the City proposes to adopt any ordinance, resolution, law, policy or initiative that is intended to have the effect of superceding the City's Laws applicable to the Property or the Project, it will give prior written notice to Master Developer thereof, along with the specific reasons such changes are necessary to protect the health, safety or welfare of the citizens of the City. Any such notice shall be delivered in accordance with the terms of Section 12 of this Agreement. Nothing in this clause (5) is intended to limit the rights and remedies of Master Developer under this Agreement, nor restrict the ability of Master

Developer to challenge any such ordinance, resolution, law, policy or initiative under applicable law.

l. Boundary Changes. The City and Master Developer shall support and cooperate with each other in any manner reasonably required to ensure completion of any boundary changes relating to the Project as may be requested by Master Developer and approved by the City. In the event of any boundary changes pursuant to which adjacent or contiguous land areas presently excluded from the Project are incorporated therein, then such land areas, together with any and all development to be constructed thereon, shall be subject to the terms, conditions and requirements of the P-C Zone Plan, including without limitation the provisions thereunder relating to open space preservation and density, and such other terms and conditions as the City and Master Developer may mutually approve. Thus, as a result of any such addition, additional units, open space and other features will be located on such land, and the cumulative totals for units, open space and the like for the overall Project shall be increased.

m. Adjacent Property Changes. Prior to changing any land uses or permitted uses applicable to land areas (i) within the Project boundaries but not owned by Master Developer, or (ii) immediately adjacent to the Project boundaries, the City will take into account the impact of the proposed change on the Project, and to the extent legally permissible or practical, take reasonable steps to ensure that such change is consistent with the density, permitted uses, and other components of the Project set forth in the Entitlement Approvals.

n. Property Phasing. To the extent requested by the City in writing at the time of filing of a Final Plat Map covering any portion of the Project, the Master Developer shall use reasonable efforts to cooperate with the City to establish reasonable requirements relating to the timing for completion of the commercial and/or residential phases of the land covered by a Final Plat Map, as applicable.

o. Secondary Water System. Master Developer intends to study the feasibility of installing a secondary water system for some or all of the Project. If Master Developer implements such a secondary water system, it shall do so at the cost of parties other than the City and the Special Service District, and shall dedicate to the Special Service District the secondary water system improvements and the water rights for the secondary water ("Secondary System Water Rights") to be used in such system. If Master Developer implements a secondary water system for some or all of the Project, or is required to do so by applicable laws or ordinances, Master Developer shall receive a credit against any future Water Right dedication requirement applicable to the Project equal to the quantity of Secondary System Water Rights dedicated to the Special Service District because such water dedications include amounts for both culinary and irrigation demands of the Project. If, however, the future water right dedications for the Project (as the same may be adjusted from time to time as provided in this Agreement) are less than the Secondary System Water Rights, the Special Service District shall return to Master Developer Water Rights equal to the shortfall from the Water Rights retained pursuant to Section 6(e)(2)(C)(i) above. The City confirms and agrees that neither it nor any Special Service District created by it will require, installation of a secondary water system, or the

provision of secondary water, for the Project or any portion thereof, or impose any impact fee, deposit or escrow requirements related to a future secondary water system on the Project, Master Developer or a Developer, unless it is imposed as part of a city-wide program applicable to all areas of the City. If the City adopts a secondary water system requirement for the entire City, including the Project, then in light of the water conservation measures to be implemented in the Project the City and Master Developer will establish an exception from such requirement for "small lots" (the City and Master Developer will endeavor to establish the appropriate size of such "small lot" exception for the Project within 180 days after the date of this Agreement; if such size is not so established, then it shall be established by the City and Master Developer on a phase by phase basis after review of data to be provided by Master Developer for each phase as part of the subdivision plat review process). In addition, should the City adopt a secondary water system requirement that is applicable to the Project, Master Developer will be afforded an opportunity to demonstrate that a secondary water system is not appropriate for some or all of the Project in light of other water conservation measures undertaken at the Project, the cost of providing any such secondary water system to portions of the Project, and other relevant factors. If a secondary water system serving all or a portion of the Project that was installed by Master Developer at the cost of others than the City is transferred to the City, or to any entity controlled by the City, then any charges, fees or assessments of any kind imposed, directly or indirectly, by the City or such entity on users of the secondary water system shall not include any amount related to (i) the installation of such secondary water system, (ii) the acquisition of the water that is used in such system, and/or (iii) the costs of any other secondary water system, or portion thereof, that does not directly serve the Project. If Master Developer installs a secondary water system for some or all of the Project, it may seek to use water discharged from sewage treatment plants as a source of the secondary water. In addition, it may seek to use such discharged water for culinary purposes after appropriate treatment. The City and such Special Service District will cooperate in and support any such efforts by Master Developer. To the extent that the City or such Special Service District has, or is alleged to have, any rights to the sewer treatment plant discharged water that Master Developer proposes to use for such purposes, the City and such Special Service District will execute documents, including filings with governmental agencies, allowing Master Developer to use for the Project, without charge by the City or such Special Service District, an amount of such water equal, but not limited to, the amount of water discharged from the Project to the sewer treatment plant(s) for the benefit of the Project.

7. Payment of Fees. Master Developer (or its assignee(s) acquiring title to a portion of the Project pursuant to Section 11(b) hereof, as applicable) shall pay in a timely manner to the City all of its required fees which are due or which may become due pursuant to the City's Laws in connection with its development of the Project or any portion thereof. Master Developer, in its discretion, may pre-pay some or all of the impact fees for a recorded subdivision plat. Every application for an approval and every approval and issuance of permits and entitlements therefor shall be subject to all application fees, processing fees, development impositions, development impact fees and regulatory fees, set by or within the control of the City (including without limitation any other fee or charge levied or imposed in connection with or by reason of the conduct of development or business activity within the City), levied upon the

Project, or any part thereof, charged as a condition to any application for or approval of development or condition thereof, or imposed to mitigate adverse environmental impacts, subject to the following:

a. New Impact Fees. Except as provided in Subsection (c) below, no new or modified impact fees and/or development impositions may be imposed on all or portions of the Project or development thereof.

b. Impact Fees, Etc., Defined. For purposes hereof, "impact fees" shall include all charges, levies and impositions that are or would be so categorized under 11-36-101 *et seq.* UCA as of the date this Agreement is approved by the City Council of City, but do not include, nor does this Agreement limit the City's ability to impose upon the Project, "special taxes," special assessments or maintenance district assessments, zones of benefit, rates or surcharges that are imposed on one or more areas of the City to finance area-specific public services, facilities or infrastructure.

c. Limitation on Impact Fees. The Project shall not be subject to any impact fee or charge enacted, or modification to an existing impact fee made, after the date this Agreement is approved by the City Council of City unless: (i) it applies on a City-wide basis (although zones of benefit may be designated with charges allocated based upon such zones); (ii) the amount charged has been determined in accordance with all applicable law; (iii) if the City imposes a new impact fee or charge after the date this Agreement was approved by the City Council, Master Developer shall be entitled to credit or reimbursement for fees paid, work incurred, or dedications made, in the amount of the value of specific fees, duplicative work performed and land dedicated prior to the enactment of such requirements, where such fees, work or open space requirement dealt with or pertained to the same subject matter and mitigated the same impacts or met the same or similar public needs to which the new fee or imposition requirement is addressed, and (iv) it is not, directly or in practical effect, targeted against or limited to the Project, any portion thereof or the areas or region of which the Project is a part or any uses to which the Project is put unless it is imposed and used to mitigate an impact caused solely by the development of the Project. If the City imposes on the Project in accordance with this Section 7(c) either (or both) an increase in any impact fee or charge existing on the date this Agreement was approved by the City Council, or any new impact fee or charge, then Master Developer may, by written notice to the City, designate a portion of the Project, not to exceed 1,000 acres, to be excluded from such increase in, or new, impact fee or charge, or any subsequent increase in, or new, impact fees or charges (unless Master Developer elects otherwise, this provision shall not apply to an adjustment of fees pursuant to the new study referenced in Section 7(f) below). As a result of such a designation, the area included in such designation shall continue to be subject to the impact fees and charges in effect on the date this Agreement was approved by the City Council unaffected by any future increase in impact fees or charges, or by new impact fees or charges, adopted by the City, and the remainder of the Project shall be subject to the increased or new impact fees or charges (provided that the increased or new fees or charges meet the other requirements of this Section 7(c)). Notwithstanding any other provisions of this Agreement, impact fees or charges shall not be increased, and no new impact fee or charge shall be imposed, on land within the Project covered by a Final Plat

Map, for a period of three (3) years after the date the Final Plat Map for that land is approved by the City Council.

d. Excess Improvements. City and Master Developer acknowledge and agree that a portion of the Infrastructure Improvements (including both on and off-site improvements) (the “**Excess Improvements**”) to be constructed in connection with the Project may serve, directly or indirectly, developments or future developments on land areas outside of the Project’s existing boundaries and/or owned by parties other than Master Developer (collectively, the “**Benefited Property**”) as a result of (i) being up-sized or upgraded at the request of the City (pursuant to Section 11.04.120 of the South Jordan City Municipal Code) so as to serve the Benefited Property or a portion thereof, or (ii) being designed by Master Developer to be of a scope, capacity or size so that the Infrastructure Improvement in fact serves the Benefited Property or a portion thereof, in addition to areas within the Project. In order to constitute “Excess Improvements” under clause (ii) of the immediately preceding sentence, the City must agree, in the exercise of its reasonable judgment, that the improvements will serve the Benefited Property or a portion thereof. In recognition of the foregoing, and as a material inducement to the execution of this Agreement by Master Developer:

(1) Reimbursements. City covenants and agrees that it shall reimburse Master Developer or expend concurrently, to the extent permissible under applicable law, for any and all amounts expended or costs incurred by Master Developer in the construction of Excess Improvements. City and Master Developer shall establish guidelines and procedures for such reimbursement within one hundred eighty (180) days from the date hereof. Without limiting the foregoing, such guidelines and procedures shall include identification of the Excess Improvements for which reimbursement will be available, the extent of the reimbursement, and provisions authorizing the City to utilize, as the means of reimbursement, subsequent impact fees paid by developers other than Master Developer.

(2) Credits. To the extent that reimbursements under subpart (1) above will not fully reimburse Master Developer for Excess Improvements, City and Master Developer shall establish guidelines and procedures for allocating to Master Developer credits against impact fees applicable to the Project or any portion thereof, within one hundred eighty (180) days from the date hereof, which guidelines and procedures shall identify the Excess Improvements for which credits shall be available, the extent of the credit, and the manner in which the amount of such credits shall be determined and applied.

(3) Timing of Reimbursements and Credits; Standards. Master Developer acknowledges that no credits or reimbursements for impact fees will be applied or paid until the guidelines and procedures referenced in clauses (1) and (2) above have been completed. Such guidelines and procedures shall, among other things, (i) provide a procedure for addressing any unusual circumstances with respect to the Project (including the size and scope of the Excess Improvements) that would qualify Master Developer for an adjustment, credit or

reimbursement of any impact fees, (ii) ensure fairness in the imposition of impact fees against Master Developer, (iii) permit future impact fee adjustment based on subsequent studies and data submitted by Master Developer to the City, (iv) establish time periods for determination of credits, reimbursements and adjustments, and (v) allow Master Developer flexibility in determining the portion of the Project to which such credits, reimbursements and adjustments shall be applied.

e. Specific Items. Without limiting the other provisions of this Agreement, City and Master Developer agree as follows with respect to the following specific improvement items:

(i) Parks and Open Space Impact Fees. Master Developer (and its assignee(s) acquiring title to a portion of the Project pursuant to Section 11(b) hereof, as applicable) shall not be assessed or otherwise charged Parks and Open Space Impact Fees or similar fees applicable to the Project or any portion thereof, in exchange for the construction by Master Developer of substantial park and open space features (as more particularly described in the Entitlement Approvals) which shall serve the Benefited Property.

(ii) Storm Drain Facilities Impact Fees. Master Developer (and its assignee(s) acquiring title to a portion of the Project pursuant to Section 11(b) hereof, as applicable) shall not be assessed or otherwise charged any Storm Drain Facilities Impact Fees or similar fees, in the event there are constructed retention facilities within the boundaries of the portion of the Project then under development which retain any and all storm water on-site. In the event such facilities are designed to retain some but not all storm water on-site, the City and Master Developer shall establish guidelines and procedures (as a supplement to the guidelines and procedures to be prepared pursuant to subsections (d)(1) and (d)(2) above) for allocating to Master Developer credits against Storm Drain Facilities Impact Fees or similar fees that may be assessed against such portion of the Project, which guidelines and procedures shall identify the extent of the credit (based on the percentage of storm water to be retained by Master Developer within the Project boundaries), and the manner in which such credits shall be determined and applied. Such guidelines and procedures shall be developed within a reasonable time after determination that not all storm water will be retained on site.

(iii) Roadway Facilities Impact Fees. In recognition of the oversizing by Master Developer of certain roadways deemed to be "arterial" and "main collector" connections on the MSP and constituting Excess Improvements hereunder (the "**Oversized Roadways**"), the City and Master Developer shall establish guidelines and procedures (as a supplement to the guidelines and procedures to be prepared pursuant to subsections (d)(1) and (d)(2) above) for allocating to Master Developer

(and its assignee(s) acquiring title to a portion of the Project pursuant to Section 11(b)), credits against Roadway Facilities Impact Fees or similar fees that may be assessed against all or any portion of the Project, which guidelines and procedures shall identify the extent of the credit (calculated in part based on the size and scope of the Oversized Roadways, and the size and scope of the Benefited Property served thereby), and the manner in which the amount of such credits shall be determined and applied. Such guidelines and procedures shall be developed at the same time as the guidelines and procedures specified in Section 7(d) above.

f. Revised Report. A consultant to the City has prepared that certain Development Impact Fee Calculation and Nexus Report for South Jordan City, Utah, dated January, 2002 (the "**Nexus Report**"). The parties acknowledge that the Nexus Report, and the existing impact fees applicable to the Project, do not accurately reflect the infrastructure proposed to be developed for the Project. As a result, the City agrees to supersede the portion of the Nexus Report dealing with the Project with a revised report to be prepared as soon as possible, with the goal of having the report completed by June 30, 2003, by Lewis, Young, Robertson & Birmingham addressing the Project and the proposed impact fees relating thereto. The City agrees to afford Master Developer an opportunity to provide comment on the draft of such report before it is reviewed and approved by the City.

g. Future Infrastructure Improvements. Master Developer and the City acknowledge that the Project will be constructed in phases. As a result, in some cases certain major infrastructure improvements, such as Open Space Improvements or certain major roads, that will serve a phase will not be constructed at the same time as the phase. Rather than require the premature construction of such infrastructure improvements, or payment of fees in lieu thereof, the City and Master Developer agree to establish within one hundred and eighty (180) days after the date hereof a procedure for identifying such future infrastructure improvements for a phase and securing Developer's obligation to provide the same within an agreed upon time period.

8. Construction Standards and Requirements.

a. General. All construction on any portion of the Project shall be conducted and completed in accordance with the City's Laws and the provisions of this Agreement. Prior to occupancy, final "as built" drawings for any improvements to be dedicated to public use shall be provided by Master Developer to the City without cost for such portion of the Project. Improvements and landscaping for the Project shall be constructed for each phase in coordination with and as may be required for any proposed future phases of the Project and as such improvements and landscaping are required to provide reasonably necessary and customary access and municipal services to each portion of the Project.

b. Building Permits. No buildings or other structures shall be constructed within the Project without Master Developer or its assigns first obtaining building permits in accordance with the City's Laws.

c. Indemnification and Insurance During Construction.

(1) Indemnification. During construction of any portion of the Project by Master Developer, its agents, servants, employees, or contractors, Master Developer hereby agrees to indemnify and hold the City and its officers, employees, agents and representatives harmless from and against all liability, loss, damage, costs, or expenses, including reasonable attorneys' fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person as a result of such construction activities by Master Developer, its agents, servants, employees, or contractors, on the Property, or on a location off-site of the Property that is owned, leased, or held through easement by the City at which construction work for the Project is performed by Master Developer, its agents, servants, employees, or contractors, but in each case only to the extent caused by the negligent acts or omissions of Master Developer, or its agents, servants, employees, or contractors. Master Developer shall not be responsible for (and such indemnity shall not apply to) (i) any negligent acts or omissions of the City, or of its agents, servants, employees, or contractors, (ii) any liability, loss, damage, costs or expenses, including attorneys' fees and court costs, arising in connection with any work performed by parties, such as public or private utility companies, that are not under the control of Master Developer, (iii) any criminal action, omission or misconduct by agent, servants, employees or contractors of Master Developer, or (iv) consequential damages. Notwithstanding the foregoing, upon the sale or transfer of any portion of the Property and assumption by the transferee of Master Developer's indemnity obligations hereunder with respect to such transferred portion of the Property, the indemnity obligations of Master Developer set forth herein shall cease to apply to such transferred portion of the Property, and to any work or activity performed with respect to the portion of the Property sold or transferred (including any off-site work performed for or in connection with the portion of the Property sold or transferred) on or after the date of sale or transfer.

(2) Insurance. During the period from the commencement of construction work on the Property and ending on the date such construction is completed (or the applicable portion of the Property is sold or transferred), the Master Developer shall furnish, or cause to be furnished, to the City satisfactory certificates of insurance from reputable insurance companies evidencing death, bodily injury and property damage insurance policies in the amount of \$1 million dollars single limit, naming the City as an additional insured. Master Developer shall require all contractors and other employees performing any work on the Project to maintain adequate workman's compensation insurance and public liability coverage.

(3) Transferee Indemnity and Insurance. Upon the sale or transfer of all or any portion of the Property to a builder or Developer, such transferee shall agree in writing for the benefit of the City with respect to the transferred portion of the Property to (i) indemnify City on the terms described in

Section 8(c)(1) above, and (ii) provide to the City the insurance described in Section 8(c)(2) above.

(4) Duration. The indemnity and insurance required under clauses (1) and (2) above shall cease upon issuance of a certificate of completion or equivalent certification or approval for the work in question, or acceptance by the City or by another entity of an Open Space Improvement, as applicable.

(5) Cooperation by City. The City agrees that it will cooperate in the defense of any claim to which the indemnity set forth in clause (1) above applies, including asserting any defenses and immunities that may be available to the City under applicable law.

d. City and Other Governmental Agency Permits. Before commencement of construction or development of any buildings, structures or other work or improvements upon any of the Project Area, the Master Developer shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the City or any other governmental agency having jurisdiction over the work.

e. Rights of Access. Representatives of the City shall have the reasonable right of access to the Project and any portion thereof during the period of construction, to inspect or observe the Project and/or any work thereon. City representatives will comply with Master Developer's standard safety rules while on the Project site or on related construction sites.

f. Compliance with Law. Master Developer shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to Master Developer's activities in connection with the Project, and any portion thereof, including the City's Laws.

g. Inspection and Approval by the City. The City may, at its option, perform:

(1) periodic inspections of the improvements being installed and constructed by the Master Developer or its contractors. No work involving excavations shall be covered until the same has been inspected by the City's representatives and the representatives of other governmental entities having jurisdiction over the particular improvements involved. All buildings shall be inspected in accordance with the provisions of the Uniform Building Code; and

(2) annual reviews of compliance by Master Developer with the terms of this Agreement. During any such review, Master Developer shall be required to demonstrate good faith compliance with the terms of this Agreement and provide such documents in connection with such demonstration as the City may reasonably request.

h. Use and Maintenance During Construction. During construction, the Master Developer shall keep, or shall cause its representatives or agents to keep, the

Project and all affected public streets free and clear from any unreasonable accumulation of debris, waste materials and any nuisances, and shall contain construction debris and implement reasonable dust control measures so as to minimize scattering via wind and water.

i. Dedication or Donation.

(1) General. Concurrent with obtaining final plat approval and/or site plan approval for each portion of the Project, the Master Developer agrees, at the City's request, to grant to the City, as a donation, permanent conservation easements, in form and substance acceptable to the City and Master Developer, to the designated open spaces, trails, and public improvements, if any, that are intended to be dedicated to the City in connection with such phase. The Master Developer shall dedicate to the City or, if applicable, the State of Utah, title to all streets in each portion of the Project, together with public utility easements as required by the City. To the extent there shall be any dedications to the City pursuant to this Section 8(i), (a) Master Developer will take such actions as are necessary to obtain release of, or title insurance against, any encumbrances on any property to be dedicated to the City at the time of final plat and/or site plan approval for that portion of the Project; and (b) Master Developer shall complete in a timely manner all required public improvements on parcels to be conveyed to the City by the Master Developer. The City shall have the right to inspect all such improvements prior to acceptance of a conveyance thereof to confirm compliance by Master Developer with the City's Laws, including any applicable design and/or engineering standards applicable to the Property, as may be amended by the City from time to time pursuant to Section 6(k)(3) hereof.

(2) Mechanics of Transfer. Master Developer and the City acknowledge and agree that the public improvements to be constructed within the Project shall be built over a period of several years, in accordance with the MSP, the City's Laws, and the terms and conditions of this Agreement. To promote an efficient means of dedication to the City of such public improvements by Master Developer (and/or its assignee(s) acquiring title to a portion of the Project pursuant to Section 11(b) hereof, as applicable), Master Developer and the City set forth the following terms and conditions with respect thereto:

(i) Upon completion by Master Developer of any public improvements that are to be dedicated to the City, Master Developer shall transfer to the City any and all maintenance obligations relating thereto, which shall be performed thereafter by the City at its sole cost and expense, subject to the terms of subparagraph (ii) below;

(ii) Master Developer shall guaranty and warrant that any public improvements to be dedicated by Master Developer to the City will be free of defects in materials or workmanship until the earlier of (x) acceptance thereof by the City, or (y) one (1) year after transfer of maintenance obligations relating thereto by Master Developer to the City

(the "Warranty Period"); provided however, with respect to landscaping improvements only, the Warranty Period may be extended for up to one (1) additional year if the City determines in its reasonable discretion, on or immediately prior to the anniversary date of the transfer of maintenance obligations relating to such landscaping improvements by Master Developer to the City, that such additional period is required to reasonably verify that the landscaping improvements are free of defects in materials or workmanship. The Master Developer's guaranty obligations shall be secured by the depositing of funds into an interest bearing escrow account in an amount to be mutually approved by the City and Master Developer, or by such other methods (e.g., bonds, letters of credit, etc.) as may be acceptable to the City. Any interest earned on such deposit shall be the property of Master Developer. Upon expiration of the Warranty Period, the City shall release the escrowed funds, including interest thereon (and any other security for performance by Master Developer of its obligations under this subparagraph (ii), including, without limitation, any bonds) posted by Master Developer pursuant to the terms hereof; and

(iii) the terms of any document transferring property to the City shall provide that the property will revert to Master Developer if either (A) the property ceases to be used for the purpose for which it was dedicated, or (B) the City transfers the property to a third party (other than a government entity).

9. Revenue Sharing. In light of the size of the Project and the potentially substantial benefits that are likely to accrue to the City therefrom, including tax and fee revenues from the commercial components thereof, the City agrees to the extent legally possible to enter into tax and revenue sharing agreements with Master Developer for commercial components of the Project which are similar, in scope and/or potential revenue creation, to commercial developments in other portions of the City that are (or have been) the subject of a revenue sharing agreement between a developer and the City. While the specific terms of each such agreement shall be established between the City and Master Developer on a case by case basis, the City agrees that each such agreement will provide, at a minimum, that Master Developer's share of tax or other revenues from the applicable commercial component be on terms no less favorable to Master Developer, as the "developer" or "landowner" party, than is the common practice in other revenue sharing agreements in the City. Nothing in this provision shall be deemed to limit or prevent the City and Master Developer from entering into revenue sharing arrangements in situations which have not previously been the subject of revenue sharing agreements in the City.

10. Default. In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, and such failure remains uncured for thirty (30) days after giving written notice of default, provided that (i) if such failure cannot reasonably be cured within such thirty (30) day period and (ii) the defaulting party shall have commenced to cure such failure within such thirty (30) day period and thereafter uses reasonable efforts to cure the same, such thirty (30) day period shall be extended for so long as it shall require the defaulting party in the exercise of reasonable efforts to cure such failure, but in no event to exceed one

hundred twenty (120) days in the aggregate, then the non-defaulting party may, at its election, have all rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages, provided that if the non-defaulting party seeks as one of its remedies to terminate this Agreement as to all or any portion of the Project, such termination shall be governed by Section 19 below. Any termination of this Agreement for alleged default shall be subject to review in the Third Judicial District Court of Salt Lake County, Utah.

Master Developer shall also be in default under this Agreement under the following circumstances if not cured within thirty (30) days after notice of default is given:

a. Insolvency. Master Developer shall be adjudicated a bankrupt or makes any voluntary or involuntary assignment for the benefit of creditors, or bankruptcy, insolvency, reorganization, arrangement, debt adjustment, receivership, liquidation or dissolution proceedings shall be instituted by or against Master Developer; and, if instituted adversely, the one against whom such proceedings are instituted consents to the same or admits in writing the material allegations thereof, or said proceedings shall remain undismissed for 150 days.

b. Misrepresentation. Master Developer has knowingly made a false representation or warranty in this Agreement that was false or misleading in any material respect, when made.

11. Assignability.

a. General Assignment. Master Developer shall be entitled to sell or transfer any portion of the Property and/or Project subject to the terms of this Agreement. In the event of a sale or transfer of the Property or Project, or any portion thereof, seller or transferor and the buyer or transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to or concurrently with such transfer an agreement satisfactory to the City, delineating and allocating between Master Developer and the transferee the various rights and obligations of the Master Developer under this Agreement, has been approved by the City Council. Prior to such sale or transfer, Master Developer shall obtain from the buyer or transferee a written statement executed by the transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said written statement shall be signed by the buyer or transferee's duly authorized representative, notarized and delivered to the City Manager prior to the transfer or sale.

b. Transfer to Developers. Notwithstanding anything to the contrary in this Agreement, including without limitation Section 11(a) above, Master Developer may sell any portion of the Property and/or Project that is subject to a Final Plat Map to one or more builders or developers (each, a "**Developer**") following the date of this Agreement. Each such transferred portion of the Property and/or Project (each, a "**Developer Property**") shall be developed by the Developer in accordance with and subject to the terms hereof, including without limitation the following provisions:

(1) Developer shall assume in writing for the benefit of the City and Master Developer all of the obligations and liabilities of Master Developer hereunder with respect to the Developer Property, including without limitation the indemnification obligations of Master Developer with respect to such Developer Property set forth in Section 8(c) hereof (a copy of such assumption shall be delivered to the City by Master Developer);

(2) Developer shall be afforded the rights of Master Developer granted hereunder in respect of the Developer Property, including without limitation any rights of Master Developer in and to impact fee credits and/or reimbursements pertaining to such Developer Property; provided, however, that Developer shall not, in each case without the prior written consent of Master Developer, which may be granted or withheld in Master Developer's sole and absolute discretion:

(i) submit any design guidelines to the City in respect of the Developer Property, and/or propose any amendments, modifications or other alterations to any design guidelines previously submitted by Master Developer to the City in respect of the Developer Property;

(ii) process any final subdivision plats or site plans for the Developer Property, and/or propose any amendments, modifications or other alterations of any approved final subdivision plats and/or site plans procured by Master Developer for the Developer Property; or

(iii) propose any amendments, modifications or other alterations to this Agreement.

The City agrees not to accept or process any of the foregoing matters from a Developer unless the matter has been approved by Master Developer.

(3) Master Developer shall not amend, modify or alter this Agreement or any design guidelines, final subdivision plats and/or site plans for the Developer Property in a manner which would materially interfere with Developer's rights hereunder in respect of the Developer Property, in each case without Developer's prior written consent, which shall not be unreasonably withheld or delayed.

12. Notice. All notices required or desired to be given hereunder shall be in writing and shall be deemed to have been given on the date of personal service upon the party for whom intended or if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the parties at the following addresses:

South Jordan City
Attn: City Manager
11175 South Redwood Road
South Jordan, Utah 84095

OM Enterprises Company
Attn: President
5295 South 300 West, Suite 475
Murray, Utah 84107

Any party may change its address for notice under this Agreement by giving written notice to the other party in accordance with the provisions of this paragraph.

13. Attorneys' Fees. The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorneys fee which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

14. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the City for the Property contain the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.

15. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

16. Non-Liability of City Officials and Employees. No officer, representative, agent or employee of the City shall be personally liable to the Master Developer, or any successor in interest or assignee of the Master Developer, in the event of any default or breach by the City, or for any amount which may become due Master Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement.

17. No Third Party Rights. The obligations of Master Developer and the City set forth in this Agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein.

18. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective officers, agents, employees, successors and assigns (where assignment is permitted), including, without limitation, upon any city or other governmental agency or agencies that assumes jurisdiction over the Property should the City cease to exist or no longer have jurisdiction over the Property. The covenants contained herein shall be deemed to run with the Property and the parties agree that a copy of this Agreement may be recorded by either party in the office of the Salt Lake County Recorder, State of Utah.

19. Termination.

a. General. Both the City and the Master Developer shall each have the right, but not the obligation, at the sole discretion of the applicable party, to terminate this Agreement in whole or in part in the event (i) Master Developer has not completed

mass grading for the first residential phase of the Project within eight (8) years from the date of this Agreement, (ii) the Project, including all phases thereof, is not completed within thirty (30) years from the date of this Agreement, or (iii) either the Master Developer or the City is still in default under the material provisions of the P-C Zone Plan or the material provisions of this Agreement, after expiration of any applicable notice and/or cure period. Any termination of this Agreement pursuant to this Section 19 may be effected by giving written notice of intent to terminate to the City or Master Developer as the case may be, at their last known addresses, as set forth herein. Unless terminated pursuant to this Section, or by separate agreement signed by the City and Master Developer, this Agreement shall continue in full force and effect on all of the terms hereof until all portions of the Project have been completed and sold by Master Developer and Developers.

b. Developer Property. Notwithstanding anything to the contrary in this Agreement, in the event of any uncured default by a Developer of its obligations in respect of a Developer Property:

(1) the City may only terminate this Agreement with respect to the Developer Property, and this Agreement shall remain in full force and effect for all other portions of the Project unaffected by such default and/or termination; and

(2) the City shall deliver written notice to Master Developer of such uncured default, and, if Master Developer elects to cure such uncured default, the City shall forbear any action against Developer to terminate this Agreement with respect to the Developer Property for so long as Master Developer is using reasonable efforts to cure such default, or to exercise any rights Master Developer may have to reacquire the Developer Property (or the portion then owned by the Developer).

c. Amendment of Termination Provisions. The provisions of this Section 19 may be amended from time to time by mutual written agreement by and between Master Developer and the City.

20. Jurisdiction. Subject to Section 21 hereof, The parties to this Agreement and those subject thereto hereby agree that any judicial action associated with the Agreement shall be taken in the Third Judicial District Court of Salt Lake County, Utah or other District Court of the State of Utah if a change of venue is granted.

21. Dispute Resolution. a. In the event of any claims or disputes between the City and Master Developer hereunder (each, a “**Dispute**”), including any default by Master Developer which remains uncured beyond the applicable notice and cure periods set forth herein or any inability to agree on guidelines and procedures related to impact fees, or impact fee credits or reimbursements, under Section 7 above, the following procedures (or any portion thereof) may be implemented with respect to such Dispute upon the mutual approval of the City and Master Developer, which approval may be granted or withheld in each party’s sole discretion:

(i) The City and Master Developer shall meet within ten (10) business days after either party notifies the other party in writing of the existence of a Dispute to attempt in good faith to resolve such Dispute. The meeting shall be attended by persons with authority to settle the dispute.

(ii) If, within fifteen (15) business days after such meeting, the City and Master Developer have not succeeded in resolving such Dispute, the parties may submit the dispute to mediation in accordance with standards on which the City and Master Developer shall have agreed, and each party shall bear equally the cost of the mediation. The City and Master Developer jointly may appoint a mutually acceptable mediator, seeking assistance in such regard from a mediation institution acceptable to the City and Master Developer if they have been unable to agree upon such appointment within twenty (20) business days from the conclusion of the 15-day negotiation period referred to above. No such mediation shall be deemed to vitiate or reduce the obligations or liabilities of the parties under this Agreement or be deemed to constitute a waiver by either party of any remedies to which such party is entitled under this Agreement.

b. During the pendency of any Dispute (whether or not subject to the procedure set forth in Section 21(a)) over the application or amount of any impact fee, imposition, dedication requirement (including, without limitation, water dedication requirement) or other similar matter regarding the Project or any portion thereof, Master Developer may, notwithstanding such Dispute, proceed with the Project and obtain necessary approvals from the City, provided that Master Developer pays or dedicates to the City, or the Special Service District, if applicable, the amount or item demanded by the City (unless a court orders otherwise), which dedication or payment may be made under protest. Upon final determination or resolution of the Dispute the City or Special Service District shall promptly return or refund to Master Developer any amount or item that is determined to be in excess of actually applicable requirements.

22. No Waiver. Any party's failure to enforce any provision of the Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in a writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

23. Severability. If any portion of the Agreement is held to be unenforceable, any enforceable portion thereof and the remaining provisions shall continue in full force and effect.

24. Time of Essence. Time is expressly made of the essence with respect to the performance of each and every obligation hereunder.

25. Force Majeure. Any prevention, delay or stoppage of this performance of any obligation under this Agreement, including without limitation the obligations of Master Developer or any Developer pursuant to Sections 6(b) and 19 hereof, which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefor; adverse market conditions; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars; terrorist attacks; civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage. Any party seeking relief under the provisions of this paragraph shall notify the other party in writing of a force majeure event within thirty (30) days following occurrence of the claimed force majeure event.

26. Knowledge. The parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to obtain legal counsel of their choice.

27. Supremacy. In the event of any conflict between the terms of this Agreement and those of any other agreement or contract referred to herein, this Agreement shall govern.

28. No Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

29. Priority. This Agreement shall be recorded against and run with the Property senior to the Protective Covenants, all Master Association covenants, and any debt security instruments encumbering the Property.

30. Amendment. This Agreement may be amended only in writing signed by the City and Master Developer.

31. Cooperation of City; Processing Permits. City shall cooperate with Master Developer in its endeavors to obtain any other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Property or portions thereof (such as, for example, but not by way of limitation, public utilities or utility districts and agencies) and shall, from time to time, at the request of Master Developer join with Master Developer in the execution of such permit applications and agreements as may be required to be entered into with any such other agency, so long as the action of that nature will not require City to be exposed to any unreimbursed cost, liability or expense. Permits and approvals required from other agencies may necessitate amendments to this Agreement and/or to one or more of the approvals or other approvals granted by City. City shall not unreasonably withhold approval of any amendment mandated by conditions of approval imposed by any other governmental agency.

32. Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Master Developer's right to encumber the Property or any portion thereof or any improvements thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. City acknowledges that the lenders providing such

financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Master Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any person holding a mortgage or deed of trust on all or any portion of the Property made in good faith and for value (a "Mortgage") shall be entitled to the following rights and privileges:

- a. Impairment of Mortgage or Deed of Trust. Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage or deed of trust on the Property made in good faith and for value.
- b. Notice of Default to Mortgagee. The Mortgagee of any Mortgage encumbering the Property, or any part thereof, which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Master Developer under this Agreement.
- c. Right of Mortgagee to Cure. If City timely receives a request from a Mortgagee requesting a copy of any notice of default under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement, plus an additional 60 days if, in order to cure such default, it is necessary for the Mortgagee to obtain possession of the property such as by seeking the appointment of a receiver or other legal process.
- d. Liability for Past Defaults or Obligations. Any Mortgagee, including the successful bidder at a foreclosure sale, who comes into possession of the Property, or any part thereof, pursuant to foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement, provided, however, in no event shall such Mortgagee or its transferee be liable for any defaults or monetary obligations of Master Developer arising prior to acquisition of title to the Property by such Mortgagee and provided further in no event shall any such Mortgagee or its successors or assigns be entitled to a building permit or occupancy certificate until all fees and other monetary obligations due under this Agreement have been paid to City.

33. Actions by Kennecott Land Company on behalf of Master Developer. Master Developer is a wholly owned subsidiary of Kennecott Land Company ("KLC"). Master Developer has authorized KLC to act as its agent in developing the Project and obtaining any necessary approvals or consents from the City. Unless and until Master Developer delivers written notice to the City that such agency has been revoked or modified, the City shall be authorized to deal directly with representatives of KLC on all matters related to the Project or this Agreement, and to accept KLC's performance of Master Developer's obligations, or KLC's exercise of Master Developer's rights, under this Agreement, as if the same had been performed or exercised directly by Master Developer.

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

"City"

ATTEST:

SOUTH JORDAN CITY

Candice Pongirua
City Recorder

By: W. Kent Money
W. Kent Money
Mayor

Approved as to Content:

By: Andrew C. Burton
Andrew C. Burton
City Council Member

By: Tim A. Hord
City Manager

Approved as to Legal Review:

By: Ann Bangarter Gayheart
Ann Bangarter Gayheart
City Council Member

By: Paul Tyson
City Attorney

By: Bradley G. Marlor
Bradley G. Marlor
City Council Member

By: Mary Wenner
Mary Wenner
City Council Member

By: Stanley M. Wells
Stanley M. Wells
City Council Member

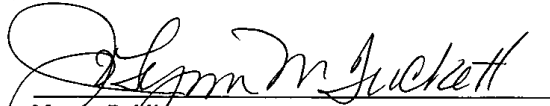
"Master Developer"

OM ENTERPRISES COMPANY

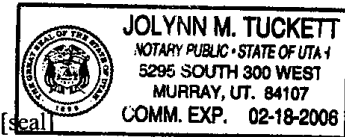
By: Peter F McMahon
Name
PETER F McMAHON

STATE OF UTAH)
COUNTY OF Salt Lake) S

On this 18th day of March, 2003, personally appeared before me Peter F. McMahon, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he is the President and Chief Executive Officer of OM Enterprises Company, a Delaware corporation, and that said document was signed by him on behalf of said corporation by authority of its bylaws (or of a resolution of its board of directors), and said President and Chief Executive Officer acknowledged to me that said corporation executed the same.



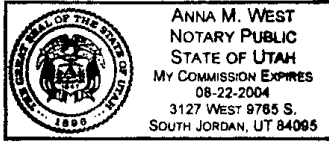
Notary Public



CITY ACKNOWLEDGEMENT

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 18 day of March, 2003, personally appeared before me W. Kent Money, who being by me duly sworn, did say that he is the Mayor of South Jordan City, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.



Anna M. West
NOTARY PUBLIC

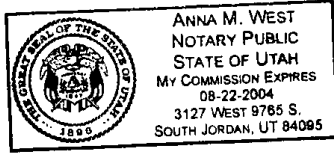
My Commission Expires:
8-22-04

Residing at:
South Jordan City

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 19th day of March, 2003, personally appeared before me Candice Ponzurick, who being by me duly sworn, did say that she is the City Recorder of South Jordan City, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said City Recorder acknowledged to me that the City executed the same.



Anna M. West
NOTARY PUBLIC

My Commission Expires:

8-22-04

Residing at:

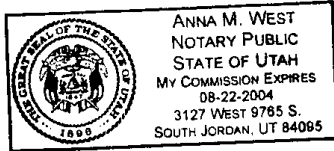
South Jordan, UT

BK8762PG7143

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 19th day of March, 2003, personally appeared before me Paul Thompson, who being by me duly sworn, did say that he is the City Attorney of South Jordan City, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said City Attorney acknowledged to me that the City executed the same.



Anna M. West
NOTARY PUBLIC

My Commission Expires:

8-22-04

Residing at:

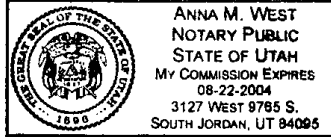
South Jordan, Ut

BK 8762 PG 7144

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 18th day of March, 2003, personally appeared before me Ricky A. Horst, who being by me duly sworn, did say that he is the City Manager of South Jordan City, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said City Manager acknowledged to me that the City executed the same.



Anna M. West
NOTARY PUBLIC

My Commission Expires:

8-22-04

Residing at:

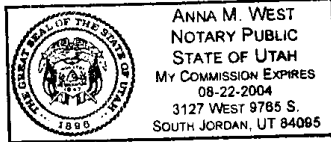
South Jordan, Ut

BK8762PG7145

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 18th day of March, 2003, personally appeared before me Andrew C. Burton, who being by me duly sworn, did say that he is a City Council Member of South Jordan City, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said City Council Member acknowledged to me that the City executed the same.



Anna M. West
NOTARY PUBLIC

My Commission Expires:
8-22-04

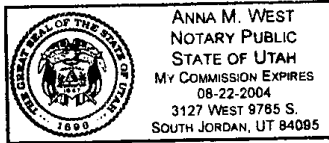
Residing at:
South Jordan, UT

BK 8762 PG 7146

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 18th day of March, 2003, personally appeared before me Ann Bangerter Gayheart, who being by me duly sworn, did say that she is a City Council Member of South Jordan City, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said City Council Member acknowledged to me that the City executed the same.



Anna M. West
NOTARY PUBLIC

My Commission Expires:

8-22-04

Residing at:

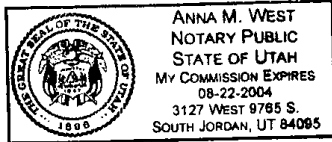
South Jordan, UT

BK8762PG7147

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 18th day of March, 2003, personally appeared before me Bradley G. Marlor, who being by me duly sworn, did say that he is a City Council Member of South Jordan City, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said City Council Member acknowledged to me that the City executed the same.



Anna M. West
NOTARY PUBLIC

My Commission Expires:

8-22-04

Residing at:

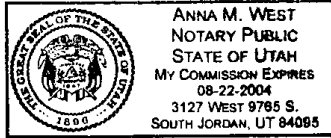
South Jordan, UT

BK8762PG7148

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 18th day of March, 2003, personally appeared before me Mary Wenner, who being by me duly sworn, did say that she is a City Council Member of South Jordan City, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said City Council Member acknowledged to me that the City executed the same.



Anna M. West
NOTARY PUBLIC

My Commission Expires:

8-22-04

Residing at:

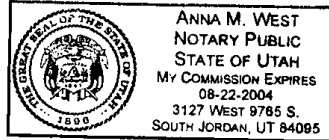
South Jordan, UT

BK8762PG7149

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 18th day of March, 2003, personally appeared before me Stanley M. Wells, who being by me duly sworn, did say that he is a City Council Member of South Jordan City, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said City Council Member acknowledged to me that the City executed the same.



Anna M. West
NOTARY PUBLIC

My Commission Expires:

8-22-04

Residing at:

South Jordan, UT

BK8762PG7150

EXHIBIT A
LEGAL DESCRIPTION

LA3:1025677.15

A-1

BK 8762 PG 7151

**EXHIBIT A
LEGAL DESCRIPTION**

A tract of land situated in Sections 18 and 19, Township 3 South, Range 1 West and Sections 13, 14, 15, 22, 23 and 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said tract being more particularly described as follows:

BEGINNING at a Salt Lake County monument marking the Northwest corner of said Section 13; thence North $89^{\circ}57'24''$ East along the north line of said section for 2699.959 feet to a Salt Lake County monument marking the North quarter corner of said Section 13; thence continuing along said north line North $89^{\circ}57'36''$ East for 2666.551 feet to a point marking the northwest corner of a parcel described in that certain Quit Claim Deed recorded in Book 6833 at Page 52, from which a Salt Lake County monument marking the Northeast corner of said Section 13 bears North $89^{\circ}57'36''$ East – 33.000 feet; thence along the west and south lines of said parcel the following two (2) calls: (1) South $00^{\circ}15'56''$ West for 33.000 feet; (2) thence North $89^{\circ}57'36''$ East intersecting the east line of said Section 13 at 33.000 feet and continuing on along the south line of said parcel for a total of 33.178 feet; thence North $89^{\circ}57'12''$ East parallel to and 33.00 feet perpendicular south of the north line of Section 18, Township 3 South, Range 1 West and along the south right of way of 10200 South for 2574.761 feet to an angle point; thence continuing parallel with said north line and along the said south right of way North $89^{\circ}58'34''$ East for 278.761 feet to a point of intersection with the south right if way of 10200 South and an extension of the west line of the property conveyed to Oquirrh Shadows, L.C. as recorded in Book 8221 at Page 869; thence South $23^{\circ}56'44''$ East passing the northwest corner of said property at 0.591 feet and continuing along the west line of said property for a total of 634.361 feet to an angle point; thence continuing along said west line South $29^{\circ}39'04''$ East for 1012.874 feet to the northeast corner of a parcel conveyed to South Jordan City, recorded in Book 8401 at Page 5930; thence along the perimeter of said South Jordan City property the following four (4) calls: (1) South $60^{\circ}20'55''$ West for 360.045 feet; (2) thence South $29^{\circ}39'05''$ East for 496.250 feet; (3) thence North $33^{\circ}11'06''$ East for 98.140; (4) thence with a curve to the right, having a radius of 1653.000 feet, a central angle of $10^{\circ}12'46''$ (chord bearing and distance of North $38^{\circ}17'57''$ East – 294.249 feet) and for an arc distance of 294.639 feet, said point being the southwest corner of South Jordan City and lying on the north right of way of 10400 South Street, said point also lying on the west line of said Oquirrh Shadows property, thence South $29^{\circ}39'04''$ East along said west line for 2916.402 feet to the south east corner of said Oquirrh Shadows property, said point also lying on the east line of said Section 18; thence South $00^{\circ}07'15''$ East along said east line for 967.184 feet to a Salt Lake County monument marking the northeast corner of Section 19; thence South $00^{\circ}07'47''$ East along the west line of said Section 19 for 1326.083 feet to the northeast corner of the William B. Wray Jr. parcel, also known as Parcel 3 in Commitment for Title Insurance, Amendment No. 3, Order No. 00113350; thence along the north and west lines of said parcel 3 the following two (2) calls: (1) South $89^{\circ}58'28''$ West for 1316.070 feet; (2) thence South $00^{\circ}04'54''$ East for 1324.371 feet to a point on the North line of Country

BK8762PG7152

Crossing Subdivision No. 5, recorded as Entry No. 7422489 in Plat Book 99-7P at Page 204; thence along the north and west lines of said subdivision, phase No.'s 5, 4 and 3 the following two (2) calls: (1) North 89°56'46" West for 1320.153 feet; (2) thence South 00°01'42" West for 2609.121 feet to the southwest corner of said Country Crossing Subdivision No. 3, said point also lying on the north right of way of 11800 South Street; thence along said north right of way line the following three (3) calls: (1) North 89°52'04" West for 2642.116 feet; (2) thence North 89°58'42" West for 2677.945 feet; (3) thence North 89°58'44" West for 2677.394 feet to a point of intersection of the north right of way line of said 11800 South Street and the east line of Sunstone Village No. 1 Subdivision, recorded as Entry No. 7973084 in Plat Book 2001P at Page 224, said point also lying North 00°00'42" East - 40.000 feet from a Salt Lake County monument marking the southwest corner of Section 24, Township 3 South, Range 2 West; thence along the east, north and west lines of phases No. 1 and 2 the following three (3) calls: (1) North 00°00'42" East for 2360.900 feet to the northeast corner of said Sunstone Village No. 1; (2) thence South 89°56'12" West for 1815.000 feet to the northwest corner of said Sunstone Village No. 2; (3) thence South 00°00'42" West for 783.900 feet to a point of intersection of the west line of said Sunstone Village No. 2 and the northeast corner of a 20 acre land swap; thence along the north and west lines of said 20 acre land swap the following two (2) calls: (1) South 89°56'12" West for 550.000 feet; (2) thence South 00°00'42" West for 1577.000 feet to a point on the north right of way line of said 11800 South Street; thence along said north right of way line the following four (4) calls: (1) South 89°56'12" West for 282.340 feet; (2) thence South 89°56'14" West for 2647.809 feet; (3) thence North 89°49'08" West for 2644.258 feet; (4) thence North 89°49'44" West for 1322.052 feet; thence North 00°02'03" East along the west line of the east half of the southwest quarter of section 22 for 2605.415 feet to the northwest corner of the east half of the southwest quarter of said Section 22; thence North 89°47'52" West along the north line of said southwest quarter for 1320.211 feet to a Salt Lake County monument marking the west quarter corner of said Section 22; thence North 00°03'55" East along the west line of said Section 22 for 2645.133 feet to a Salt Lake County monument marking the southwest corner of Section 15; thence North 00°14'20" West along the west line of said Section 15 for 12.748 feet to a point on the east right of way of Highway 111; thence along said east right of way line the following two (2) calls: (1) North 20°34'34" East for 618.785'; (2) thence with a curve to the left, having a radius of 2934.930 feet, a central angle of 18°11'53" (chord bearing and distance of North 03°16'41" East - 928.261 feet) and for an arc distance of 932.174 feet to a point of intersection with said east right of way and the south line of the Trans Jordan Landfill property, recorded as Entry No. 5683985 in Book 6826 at Page 293, from which the southwest corner of said property bears South 89°55'33" West - 2.095 feet; thence North 89°55'33" East along the south line of said landfill property for 4347.905 feet to the southeast corner; thence along the east and northerly boundary of said landfill property the following fourteen (14) calls: (1) North 00°04'27" West for 1075.580 feet; (2) thence North 70°32'11" West for 679.750 feet; (3) thence North 32°28'51" West for 429.340 feet; (4) thence North 25°09'37" West for 219.480 feet; (5) thence North 54°23'20" West for 67.210 feet; (6) thence North 71°54'33" West for 83.160 feet; (7) thence South 87°43'11" West for 366.060 feet; (8) thence South 71°57'46" West for 162.800 feet; (9) thence South 84°04'01" West for 113.990 feet; (10) thence North 87°25'43" West for

BK8762PG7153

89.260 feet; (11) thence North 79°38'44" West for 107.140 feet; (12) thence North 72°57'41" West for 348.270 feet; (13) thence North 78°14'53" West for 465.783 feet; (14) thence South 89°55'33" West for 1887.661 feet to a point on said east right of way of Highway 111; thence along said east right of way the following four (4) calls: (1) North 06°31'26" West for 48.941 feet; (2) thence North 00°48'48" West for 251.250 feet; (3) thence North 06°31'26" West for 687.100 feet to a found Utah Department of Transportation right of way marker; (4) thence with a curve to the right, having a radius of 5654.580 feet, a central angle of 05°38'46" (chord bearing and distance of North 03°42'03" West – 556.992 feet) and for an arc distance of 557.218 feet to a point of intersection of the said east right of way and the south right of way of the Denver and Rio Grande Railroad, recorded in Book 5381 at Page 373 ; thence leaving Highway 111 and along said Denver and Rio Grande south right of way the following four (4) calls: (1) North 87°56'32" East for 525.105 feet; (2) thence with a curve to the right, having a radius of 5679.650 feet, a central angle of 02°07'45" (chord bearing and distance of North 89°00'25" East - 211.050 feet) and for an arc distance of 211.062 feet; (3) thence South 89°55'43" East for 6588.936 feet; (4) thence North 56°54'49" East for 242.927 feet to a point of intersection with said south right of way and the north line of Section 14, Township 3 South, Range 2 West; thence South 89°55'21" East along the north line of said section for 512.274 feet to a Salt Lake County monument marking the north quarter corner of said Section 14; thence South 89°55'04" East continuing along said north line for 761.295 feet to the northwest corner of the Utah Power and Light parcel recorded in Book 4362 at Page 429; thence along the west and south lines of said U.P & L. parcel the following two (2) calls: (1) South 00°02'50" West for 940.000 feet; (2) thence South 89°55'04" East for 1890.000 feet to the southeast corner of the Utah Power and Light parcel recorded in Book 4358 at Page 302, said point also lying on the east line of said Section 14; thence North 00°02'50" East along said east line for 940.000 feet to the POINT OF BEGINNING

Containing 189,265,768.079 Square feet or 4344.9442 Acres

Less and Except

A tract of land located in the west half of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said tract being more particularly described as follows:

Commencing at the south quarter corner of said Section 24; thence North 00°08'33" East along the east line of said west half for 362.40 feet to the POINT of BEGINNING, said point marking the south east corner of a tract of land recorded in Book 5015 at Page 420; thence North 37°29'42" West for 4399.260 feet to a point on the west line of said Section 24; thence North 00°00'12" East along said west line for 410.687 feet to a point, from which the northwest corner of said Section 24 bears North 00°00'12" East – 1020.943 feet; thence South 37°29'42" East for 4400.894 feet to a point on the east line of said west half; thence South 00°08'33" West for 409.393 to the POINT OF BEGINNING.

Containing 25.2530 Acres.

BK8762PG7154

Less and Except

A tract of land located in the northeast quarter of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said tract being more particularly described as follows:

Commencing at the northeast corner of said Section 23; thence South 89°58'54" West along the north line of said section for 791.000 feet to the POINT OF BEGINNING; thence South 37°29'42" East for 1299.415 feet to a point on the east line of said Section 23, from which the northeast corner of said section bears North 00°00'12" East – 1031.220 feet; thence South 00°00'12" West along said east section line for 180.702 feet; thence North 37°29'42" West for 1527.114 feet to a point on the north line of said Section 23; thence North 89°58'54" East along the north line of said section for 138.608 feet to the POINT OF BEGINNING.

Containing 3.5689 Acres.

Less and Except

A tract of land traditionally described as the South 80 rods of Section 14, Township 3 South Range 2 West, Salt Lake base and Meridian, said tract being more particularly described as follows:

BEGINNING at a Salt Lake County monument marking the southeast corner of said Section 14; thence South 89°58'54" West along the south line of the section for 2647.919 feet to a Salt Lake County monument marking the south quarter corner of said Section 14; thence South 89°58'44" West continuing along the south line of said section for 2648.752 feet to a Salt Lake County monument marking the southwest corner of said Section 14; thence North 00°02'40" West along the west line of said section for 1325.317 feet; thence South 89°51'12" East for 5298.808 feet to a point on the east line of said section; thence South 00°02'52" West along the east line of said section for 1309.930 feet to the POINT OF BEGINNING.

Containing 160.2445 Acres.

Less and Excepting

A parcel of land located in the north half of Sections 14 and 15, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said parcel owned by the Denver and Rio Grande Railroad, said parcel being more particularly described as follows:

Commencing at the north quarter corner of said Section 14; thence North 89°55'21" West along the north line of said Section 14 for 146.669 feet to the POINT OF BEGINNING; thence the following three calls along the south right of way of said railroad: (1) South

BK8762PG7155

56°54'49" West for 1884.169 feet; (2) thence with a curve to the right having a radius of 4397.183 feet, a central angle of 32°12'16" (chord bearing and distance of South 73°00'57" West – 2439.140 feet) and for an arc distance of 2471.547 feet; (3) thence South 89°07'05" West for 1572.971 feet to a point of intersection with the north line of the landfill property; thence along the north line of said landfill property the following two (2) calls: (1) thence North 78°14'54" West for 407.402 feet; (2) thence South 89°55'33" West for 1661.830 feet to a point of intersection with the north right of way of the railroad; thence with said north right of way line the following five (5) calls: (1) North 89°07'34" East for 1067.497 feet; (2) North 00°12'08" West for 87.624 feet; (3) thence North 89°07'05" East for 2563.638 feet; (4) thence with a curve to the left having a radius of 4197.183 feet, a central angle of 32°12'16" (chord bearing and distance of North 73°00'57" East – 2328.199 feet) and for an arc distance of 2359.132 feet; (5) thence North 56°54'49" East for 1578.118 feet to a point on the north line of said Section 14; thence South 89°55'21" East along the north line of said Section 14 for 365.605 feet to the POINT OF BEGINNING.

Containing 29.3158 acres.

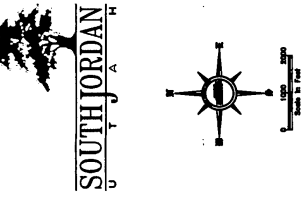
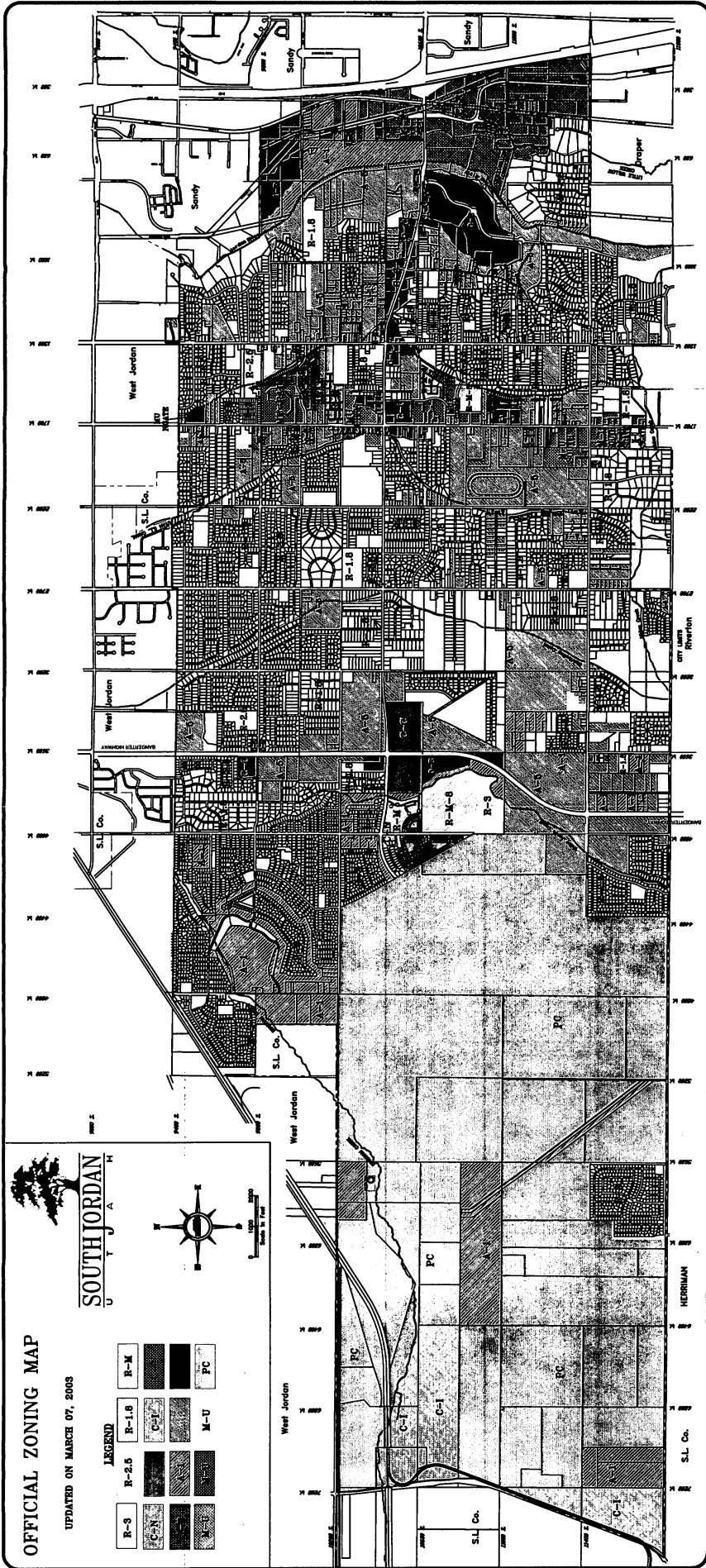
BK 8762 PG 7156

EXHIBIT B
OFFICIAL ZONING MAP

LA3:1025677.15

B-1

BK 8762 PG 7157



OFFICIAL ZONING MAP

UPDATED ON MARCH 07, 2003

LEGEND

R-3	R-2.5	R-1.5	R-1	R-M	PC
C-1	C-2	C-3	C-4	M-U	



NOT LEGIBLE FOR MICROFILM
- CO RECORDER -

BL 8762 pg 7158

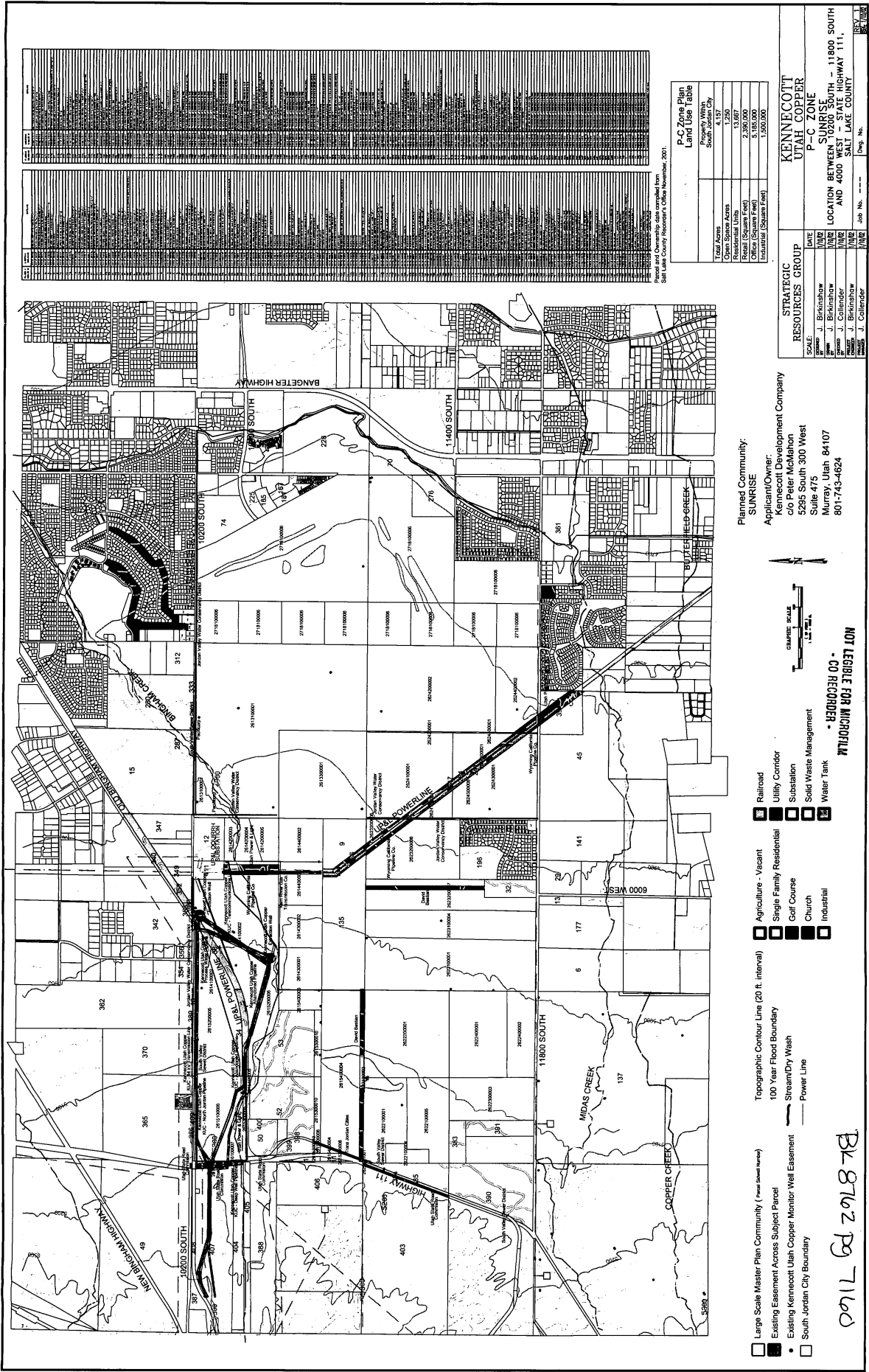
EXHIBIT C
P-C ZONE PLAN

LA3:1025677.15

C-1

BK 8762 PG 7159

EXHIBIT C P-C ZONE PLAN



- Large Scale Master Plan Community (Power Service Territory)
- Existing Easement Across Subject Parcel
- Existing Kernecott Utah Copper Monitor Well Easement
- South Jordan City Boundary
- Agriculture - Vacant
- Single Family Residential
- Golf Course
- Church
- Industrial
- Railroad
- Utility Corridor
- Substation
- Solid Waste Management
- Water Tank
- Topographic Contour Line (20 ft. interval)
- 100 Year Flood Boundary
- Stream/Dry Wash
- Power Line

Planned Community:
SUNRISE
 Applicant/Owner:
 Kernecott Development Company
 c/o Peter McInnon
 5295 South 300 West
 Suite 475
 Murray, Utah 84107
 801-743-4824



NOT LEGIBLE FOR MICROFILM
 - CO REORDER -

BL 8762 PG 7160

Parcel No.	Area (Acres)	Zone
1000000001	0.12	P-C
1000000002	0.12	P-C
1000000003	0.12	P-C
1000000004	0.12	P-C
1000000005	0.12	P-C
1000000006	0.12	P-C
1000000007	0.12	P-C
1000000008	0.12	P-C
1000000009	0.12	P-C
1000000010	0.12	P-C
1000000011	0.12	P-C
1000000012	0.12	P-C
1000000013	0.12	P-C
1000000014	0.12	P-C
1000000015	0.12	P-C
1000000016	0.12	P-C
1000000017	0.12	P-C
1000000018	0.12	P-C
1000000019	0.12	P-C
1000000020	0.12	P-C
1000000021	0.12	P-C
1000000022	0.12	P-C
1000000023	0.12	P-C
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1000000096	0.12	P-C
1000000097	0.12	P-C
1000000098	0.12	P-C
1000000099	0.12	P-C
1000000100	0.12	P-C

Property Within	South Jordan City
Total Acres	1,250
Open Space Acres	13,867
Residential Units	2,392,000
Industrial (Square Feet)	1,960,000

STRATEGIC RESOURCES GROUP

KERNECOTT UTAH COPPER

P-C ZONE

SUNRISE

LOCATION BETWEEN 10200 SOUTH - 11800 SOUTH AND 4000 WEST - STATE HIGHWAY 111, SALT LAKE COUNTY

Job No. _____ Date _____

Prepared by: J. Birkinshaw
 Checked by: J. Birkinshaw
 Drawn by: J. Birkinshaw
 Scale: _____

EXHIBIT D
COMMUNITY STRUCTURE PLAN

LA3:1025677.15

D-1

BK8762PG7161

EXHIBIT E
MASTER SUBDIVISION PLAT

LA3:1025677.15

E-1

BK8762PG7163

KENNECOTT DEVELOPMENT STANDARDS MATRIX LAND USE AND BUILDING DESIGN CRITERIA

KENNECOTT MASTER SUBDIVISION #1

RESIDENTIAL BUILDING TYPES

I. SINGLE FAMILY

A. BUNGALOW / TOWNHOUSE

B. WALK-OUT / TOWNHOUSE

C. SEMI-DETACHED

D. SINGLE LOT

E. FARMHOUSE LOT

F. EXISTING

II. MULTI-FAMILY

A. GARDEN FLOOR FAMILY

B. TOWNHOUSE (MULTI-FAMILY)

C. PONDING HOLLOW FAMILY

NON-RESIDENTIAL BUILDING TYPES

III. MIXED USE

IV. SMALL COMMERCIAL

V. LARGE COMMERCIAL

VI. INDUSTRIAL

Building Type	Height	Area	Setbacks	Other	Notes									
						1st Floor	2nd Floor	3rd Floor	4th Floor	5th Floor	6th Floor	7th Floor	8th Floor	9th Floor
<p>RESIDENTIAL BUILDING TYPES</p> <p>I. SINGLE FAMILY</p> <p>A. BUNGALOW / TOWNHOUSE Height: 10' to 12' max. Max. lot coverage: 35% to 45%. Max. setbacks: 5' to 10'. Notes: Must be finished with stucco or stone. No second-story balconies.</p> <p>B. WALK-OUT / TOWNHOUSE Height: 10' to 12' max. Max. lot coverage: 35% to 45%. Max. setbacks: 5' to 10'. Notes: Must be finished with stucco or stone. No second-story balconies.</p> <p>C. SEMI-DETACHED Height: 10' to 12' max. Max. lot coverage: 35% to 45%. Max. setbacks: 5' to 10'. Notes: Must be finished with stucco or stone. No second-story balconies.</p> <p>D. SINGLE LOT Height: 10' to 12' max. Max. lot coverage: 35% to 45%. Max. setbacks: 5' to 10'. Notes: Must be finished with stucco or stone. No second-story balconies.</p> <p>E. FARMHOUSE LOT Height: 10' to 12' max. Max. lot coverage: 35% to 45%. Max. setbacks: 5' to 10'. Notes: Must be finished with stucco or stone. No second-story balconies.</p> <p>F. EXISTING Height: 10' to 12' max. Max. lot coverage: 35% to 45%. Max. setbacks: 5' to 10'. Notes: Must be finished with stucco or stone. No second-story balconies.</p> <p>II. MULTI-FAMILY</p> <p>A. GARDEN FLOOR FAMILY Height: 10' to 12' max. Max. lot coverage: 35% to 45%. Max. setbacks: 5' to 10'. Notes: Must be finished with stucco or stone. No second-story balconies.</p> <p>B. TOWNHOUSE (MULTI-FAMILY) Height: 10' to 12' max. Max. lot coverage: 35% to 45%. Max. setbacks: 5' to 10'. Notes: Must be finished with stucco or stone. No second-story balconies.</p> <p>C. PONDING HOLLOW FAMILY Height: 10' to 12' max. Max. lot coverage: 35% to 45%. Max. setbacks: 5' to 10'. Notes: Must be finished with stucco or stone. No second-story balconies.</p> <p>III. MIXED USE Height: 10' to 12' max. Max. lot coverage: 35% to 45%. Max. setbacks: 5' to 10'. Notes: Must be finished with stucco or stone. No second-story balconies.</p> <p>IV. SMALL COMMERCIAL Height: 10' to 12' max. Max. lot coverage: 35% to 45%. Max. setbacks: 5' to 10'. Notes: Must be finished with stucco or stone. No second-story balconies.</p> <p>V. LARGE COMMERCIAL Height: 10' to 12' max. Max. lot coverage: 35% to 45%. Max. setbacks: 5' to 10'. Notes: Must be finished with stucco or stone. No second-story balconies.</p> <p>VI. INDUSTRIAL Height: 10' to 12' max. Max. lot coverage: 35% to 45%. Max. setbacks: 5' to 10'. Notes: Must be finished with stucco or stone. No second-story balconies.</p>														

NOTE
The Kennecott Development Standards Matrix on Sheets 4 through 8 of the Kennecott Master Subdivision #1 are intended to be used in conjunction with the Boundary Description, including on Sheets 1 and 2 of this drawing. Subdivision #1 is shown as it is shown in the Boundary Description. The standards shown on this drawing are intended to be used in conjunction with the Boundary Description and are intended to be binding on all owners and future holders of all lots.

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____ DAY OF _____, A.D. _____ AT WHICH TIME THIS PLAN WAS APPROVED AND ADOPTED.
CITY RECORDER: _____ DEPUTY SALT LAKE COUNTY RECORDER

APPROVAL AS TO SUBSTANCE
APPROVED AS TO SUBSTANCE THIS _____ DAY OF _____, A.D. _____ AT WHICH TIME THIS PLAN WAS APPROVED AND ADOPTED.
CITY RECORDER: _____ DEPUTY SALT LAKE COUNTY RECORDER

RECORDED #
RECORDED # _____

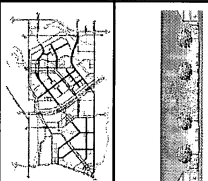
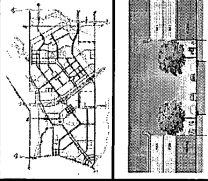
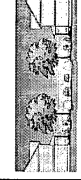
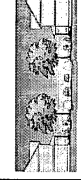
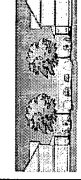
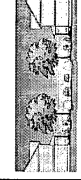
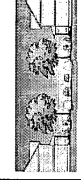
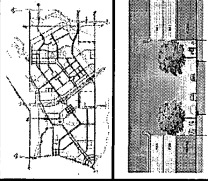
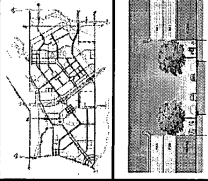
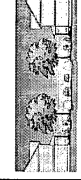
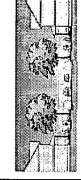
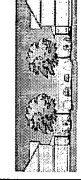
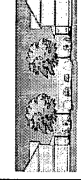
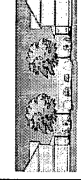
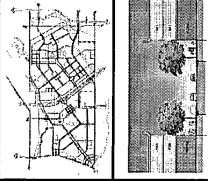
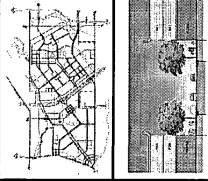
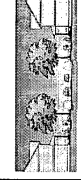
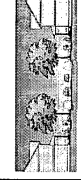
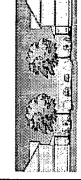
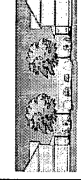
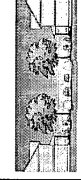
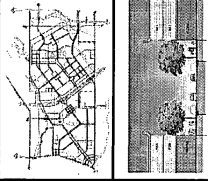
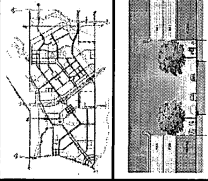
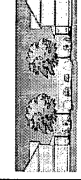
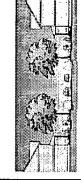
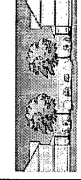
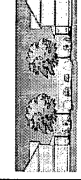
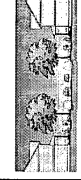
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KENNECOTT MASTER SUBDIVISION #1
A TRACT OF LAND SITUATED IN SECTIONS 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

RE 8762 PG 7167

NOT LEGIBLE FOR MICROFILM
- CO RECORDED -

KENNECOTT DEVELOPMENT STANDARDS MATRIX KENNECOTT MASTER SUBDIVISION #1 CIRCULATION SYSTEM

INTENT	TOWN CENTER STREETS	BOULEVARDS	LOCAL STREETS	ALLEYS	TRAILS, WALKS, & BIKEWAYS	PARKING & ACCESS	TRAFFIC CALMING
<p>INTENT PRINCIPLES</p> <ul style="list-style-type: none"> The circulation system is to be constructed in accordance with the standards set forth in this matrix. The standards are intended to provide a minimum level of service and to ensure that the circulation system is consistent with the overall goals of the Kennecott Master Subdivision #1. The circulation system shall be designed to provide a safe and efficient means of travel for all users, including pedestrians, bicyclists, and motorists. The circulation system shall be designed to be aesthetically pleasing and to enhance the overall quality of the development. 	<p>TOWN CENTER STREETS</p> <ul style="list-style-type: none"> Town center streets shall be designed to provide a high level of service and to be aesthetically pleasing. Town center streets shall be designed to be consistent with the overall goals of the Kennecott Master Subdivision #1. Town center streets shall be designed to provide a safe and efficient means of travel for all users, including pedestrians, bicyclists, and motorists. 	<p>BOULEVARDS</p> <ul style="list-style-type: none"> Boulevards shall be designed to provide a high level of service and to be aesthetically pleasing. Boulevards shall be designed to be consistent with the overall goals of the Kennecott Master Subdivision #1. Boulevards shall be designed to provide a safe and efficient means of travel for all users, including pedestrians, bicyclists, and motorists. 	<p>LOCAL STREETS</p> <ul style="list-style-type: none"> Local streets shall be designed to provide a high level of service and to be aesthetically pleasing. Local streets shall be designed to be consistent with the overall goals of the Kennecott Master Subdivision #1. Local streets shall be designed to provide a safe and efficient means of travel for all users, including pedestrians, bicyclists, and motorists. 	<p>ALLEYS</p> <ul style="list-style-type: none"> Alleys shall be designed to provide a high level of service and to be aesthetically pleasing. Alleys shall be designed to be consistent with the overall goals of the Kennecott Master Subdivision #1. Alleys shall be designed to provide a safe and efficient means of travel for all users, including pedestrians, bicyclists, and motorists. 	<p>TRAILS, WALKS, & BIKEWAYS</p> <ul style="list-style-type: none"> Trails, walks, and bikeways shall be designed to provide a high level of service and to be aesthetically pleasing. Trails, walks, and bikeways shall be designed to be consistent with the overall goals of the Kennecott Master Subdivision #1. Trails, walks, and bikeways shall be designed to provide a safe and efficient means of travel for all users, including pedestrians, bicyclists, and motorists. 	<p>PARKING & ACCESS</p> <ul style="list-style-type: none"> Parking and access shall be designed to provide a high level of service and to be aesthetically pleasing. Parking and access shall be designed to be consistent with the overall goals of the Kennecott Master Subdivision #1. Parking and access shall be designed to provide a safe and efficient means of travel for all users, including pedestrians, bicyclists, and motorists. 	<p>TRAFFIC CALMING</p> <ul style="list-style-type: none"> Traffic calming measures shall be designed to provide a high level of service and to be aesthetically pleasing. Traffic calming measures shall be designed to be consistent with the overall goals of the Kennecott Master Subdivision #1. Traffic calming measures shall be designed to provide a safe and efficient means of travel for all users, including pedestrians, bicyclists, and motorists.
<p>LANDSCAPING</p> <ul style="list-style-type: none"> Landscaping shall be designed to provide a high level of service and to be aesthetically pleasing. Landscaping shall be designed to be consistent with the overall goals of the Kennecott Master Subdivision #1. Landscaping shall be designed to provide a safe and efficient means of travel for all users, including pedestrians, bicyclists, and motorists. 							
<p>FENCING</p> <ul style="list-style-type: none"> Fencing shall be designed to provide a high level of service and to be aesthetically pleasing. Fencing shall be designed to be consistent with the overall goals of the Kennecott Master Subdivision #1. Fencing shall be designed to provide a safe and efficient means of travel for all users, including pedestrians, bicyclists, and motorists. 							
<p>LIGHTING</p> <ul style="list-style-type: none"> Lighting shall be designed to provide a high level of service and to be aesthetically pleasing. Lighting shall be designed to be consistent with the overall goals of the Kennecott Master Subdivision #1. Lighting shall be designed to provide a safe and efficient means of travel for all users, including pedestrians, bicyclists, and motorists. 							
<p>OUTDOOR FURNITURE</p> <ul style="list-style-type: none"> Outdoor furniture shall be designed to provide a high level of service and to be aesthetically pleasing. Outdoor furniture shall be designed to be consistent with the overall goals of the Kennecott Master Subdivision #1. Outdoor furniture shall be designed to provide a safe and efficient means of travel for all users, including pedestrians, bicyclists, and motorists. 							
<p>NOTE</p> <p>The Kennecott Development Standards Matrix on Sheets 4 through 6 of this Kennecott Master Subdivision #1 are intended to provide a minimum level of service and to be aesthetically pleasing. The standards are intended to provide a safe and efficient means of travel for all users, including pedestrians, bicyclists, and motorists. The standards are intended to be consistent with the overall goals of the Kennecott Master Subdivision #1.</p>							

DESIGN WEST
DESIGN WORKSHOP
1000 West 10th Street, Suite 100, Anchorage, Alaska 99501
Tel: (907) 562-1100

PLANNING COMMISSION
APPROVED THIS _____ DAY OF _____ A.D. _____
SOUTH JORDAN CITY PLANNING COMMISSION

HEALTH
APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. _____
SOUTH JORDAN CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. _____
SOUTH JORDAN CITY ENGINEER

SOUTH JORDAN CITY COUNCIL
PRESENTED TO THE SOUTH JORDAN CITY COUNCIL THIS _____ DAY OF _____ A.D. _____ AT WHICH TIME THIS
PLAT WAS APPROVED AND ACCEPTED.

RECORDED # _____
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT
THE REQUEST OF: _____
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

KENNECOTT MASTER SUBDIVISION #1
SOUTH JORDAN CITY, UTAH
SHEET NO. _____ OF _____
DATE: _____

NOT LEGIBLE FOR MICROFILM
- CO RECORDED -

BL 8762 Pg 7169

RXLP KENNECOTT MASTER 1

B FLG	BLK/BLDG	IND FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
		L	B1	26-15-100-006-4001	NO
		L	B1	26-15-100-006-4002	NO
		L	B2	26-14-100-003-0000	NO
		L	B3	26-24-300-007-0000	NO
		L	T1	27-18-100-008-4001	NO
		L	T1	27-18-100-008-4002	NO
		L	T2	27-19-300-002-0000	NO
		L	T3	26-13-300-002-4001	NO
		L	T3	26-13-300-002-4002	NO
		L	T4	26-24-400-003-0000	NO
		L	T5	26-14-300-005-4001	NO
		L	T5	26-14-300-005-4002	NO
		L	T6	26-23-200-009-0000	NO
		L	T7	26-15-300-012-0000	NO
		L	V1	27-18-400-003-0000	NO
		L	V2	27-19-100-003-4001	NO
		L	V2	27-19-100-003-4002	NO
		L	V3	26-13-200-001-4001	NO
		L	V3	26-13-200-001-4002	NO
		L	V4	26-19-300-003-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN

BK 8762 PG 7170

RXLP KENNECOTT MASTER 1

B FLG	BLK/BLDG	IND FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
		L	V5	26-22-100-006-0000	NO
		L	V6	26-22-400-003-0000	NO
		L	V7	26-23-300-002-0000	NO
		L	V8	26-23-100-005-0000	NO
		L	OS1	26-14-100-004-4001	NO
		L	OS1	26-14-100-004-4002	NO
		L	OS2	26-13-100-002-4001	NO
		L	OS2	26-13-100-002-4002	NO
		L	WTC1	26-14-200-006-4001	NO
		L	WTC1	26-14-200-006-4002	NO
		L	WTC2	26-24-300-008-4001	NO
		L	WTC2	26-24-300-008-4002	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN

BK 8762 PG 7171