

RESOLUTION NO.: 18-02-02

DATE: 02-13-2018

A RESOLUTION OF THE MAGNA METRO TOWNSHIP COUNCIL APPROVING AND ADOPTING AN AMENDED MASTER DEVELOPMENT AGREEMENT BY AND BETWEEN MAGNA AND KENNECOTT UTAH COPPER, LLC, DONALD S. & ILENE HASLAM, THE CALVIN G. YOUNGREEN FAMILY TRUST AND THE KAREN YOUNGREEN REVOCABLE TRUST ("OWNERS") FOR THE DEVELOPMENT OF THE GABLER GROVE SUBDIVISION.

RECITALS

- A. The Magna Metro Township ("Magna") is a Metro Township pursuant to Utah Code Annotated ("UCA") §§ 10-2a-401 *et seq.*
- B. The Magna Metro Township Council ("Council") is a Metro Township Council pursuant to UCA §§ 10-3b-501 *et al.*
- C. The Magna Metro Township Planning Commission ("Planning Commission") is the planning commission for Magna pursuant to UCA § 10-9a-301 *et al.*
- D. The Gabler Grove Subdivision ("Subdivision") is an area of approximately 61.367 acres of land proposed for development located west of 7200 West and South of 2400 South and more particularly identified in the legal description in the Agreement (Attachment "A")
- E. Kennecott Utah Copper, LLC, Donald S. & Ilene Haslam, and Calvin G. Youngreen Family Trust and the Karen Youngreen Revocable Trust, hereinafter collectively known as "Owner" seek to develop the property for their collective economic benefit.
- F. The Master Development Agreement ("MDA") is a document that will guide and manage the development of the property to the mutual benefit of the owner and Magna.
- G. The MDA was approved and adopted by the Council on November 14, 2017.
- H. Pursuant to the wishes of the Owners, an amended MDA was presented for consideration on February 9, 2018 in which the Owners would be assigned as the Developer.
- I. No other amendments were made to the MDA.

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Book - 10649 Pg - 5143-5187  
ADPAM GARDINER  
REORDER, SALT LAKE COUNTY, UTAH  
FIELDSTONE UTAH INVESTORS LLC  
ATTN: JASON HARRIS  
12896 S PGM EXPRESS PKWY #400  
DRAPER UT 84020  
BY: BAF, DEPUTY - WI 4/4 P.

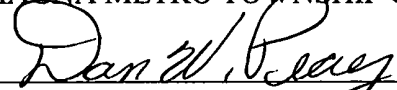
- J. The requested amendments assigning the Owners as the Developer clarifies the agreement.
- K. The Master Development Agreement makes the future development of the subdivision predictable and provides a set of standards that make the subdivision development occur with standards of mutual agreement between the Owners and Magna

RESOLUTION


THEREFORE BE IT RESOLVED by the Magna Metro Township Council, the Council approves and adopts the attached Master Development Agreement for the Gabler Grove Subdivision, hereinafter to be known as Attachment "A" to this resolution.

APPROVED and ADOPTED in the Magna Metro Township, Salt Lake County, State of Utah on this 15<sup>th</sup> Day of February, 2018.

MAGNA METRO TOWNSHIP COUNCIL

  
 \_\_\_\_\_  
 Dan W. Peay, Chair

ATTESTED:

  
 SHERRIE SWENSEN  
 SALT LAKE COUNTY CLERK  
 METRO TOWNSHIP CLERK/RECORDER

APPROVED AS TO FORM:

  
 \_\_\_\_\_  
 METRO TOWNSHIP ATTORNEY

Voting:

Councilmember Ferguson voting "AYE"  
 Councilmember Hull voting "AYE"  
 Councilmember Peay voting "AYE"  
 Councilmember Peel voting "AYE"  
 Councilmember Prokopis voting "AYE"

# ATTACHMENT

“A”

**When Recorded Return To:**

Fieldstone Utah Investors, LLC  
ATTN: Jason Harris  
12896 S. Pony Express Parkway #400  
Draper, UT 84020

**MASTER DEVELOPMENT AGREEMENT FOR GABLER'S GROVE SUBDIVISION  
LOCATED IN MAGNA, SALT LAKE COUNTY, UTAH**

(Parcel No. Pt. of 14-21-426-005, 14-21-451-013, Pt. of 14-21-300-016, 14-21-300-012, 14-21-300-011, 14-28-104-005, 14-28-104-006, 14-28-126-001, 14-28-126-002, & 14-28-126-004)

This Master Development Agreement for the Gabler's Grove Subdivision, Located in Magna, Salt Lake County, Utah ("Agreement") is made effective as of the Effective Date identified in Section 2.1, by and between MAGNA METRO TOWNSHIP, a metro township incorporated under the laws of the State of Utah ("Magna"), and KENNECOTT UTAH COPPER, LLC, DONALD S. & ILENE HASLAM, and CALVIN G. YOUNGREEN FAMILY TRUST and the KAREN YOUNGREEN REVOCABLE TRUST (collectively the "Owners"). Magna, and Owners and any other person or entity which becomes a Developer hereunder are, from time to time, hereinafter referred to individually as a "Party" and collectively as the "Parties." Unless otherwise noted herein, this Agreement supersedes and replaces any previous agreements entered into by and between Owners and Magna, or prior to Magna's incorporation on January 2, 2017, Salt Lake County, involving the same Property (defined below) and is the entire, complete Agreement between the Parties regarding the subject matter hereof.

**RECITALS**

A. Owners own certain real property located in Magna, consisting of approximately 61+/- acres of the land located at west of 7200 West and South of 2400 South and more particularly identified in the legal description attached to this Agreement as Exhibit A ("Property").

B. Fieldstone Utah Investors, LLC, a Utah limited liability company ("Fieldstone") has the right to purchase the Property from Owners and may become a Developer, as defined in Section 3, below. Owners wish to effectuate the intended development of the Project as set forth herein.

C. Prior to the incorporation of Magna, Fieldstone submitted a development application ("Application") to Salt Lake County ("County") for a new residential subdivision on all or a portion of the Property ("Project").

D. The County approved the current zoning for the Property. A copy of the zoning map approved by the County for the Property is attached to this Agreement as Exhibit B.

E. As a metro township, Magna is authorized and has the requisite authority to enter into a development agreement.

F. This Agreement, defines the rights and responsibilities of the parties with respect to the development of the Project on the Property, establish vested rights, revises, where noted, the zoning for the Property and allocates density and responsibility for planning and funding certain improvements associated with Property. This Agreement, together with approved preliminary plat(s) and final plat(s) for the Project, as the same may be amended from time to time and whether in Phases or otherwise, will constitute the Development Plan for the Project.

D. Each Party acknowledges that it is entering into this Agreement voluntarily. Owners, and any person or entity which becomes a Developer hereunder consent to all of the terms of the Agreement as valid conditions of development under all circumstances.

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

## **AGREEMENT**

### **Section 1. INCORPORATION OF TERMS.**

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

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

- Exhibit A – Legal Description of the Property
- Exhibit B – Zoning Map for the Property
- Exhibit C – Preliminary Plat for the Project
- Exhibit D – Amenities and Open Space
- Exhibit E – Landscaping Plan for the Detached Units
- Exhibit F – Landscaping Plan for the Attached Units
- Exhibit G – Perimeter Fencing Requirement

### **Section 2. EFFECTIVE DATE AND TERM OF AGREEMENT**

2.1 Effective Date.

This Agreement shall become effective on the last date it is executed by Magna and Owners (the "Effective Date"), as designated in the introductory paragraph of this Agreement.

2.2. Term.

The term of this Agreement (the "Term") shall commence upon the Effective Date and continue for a period of ninety nine (99) years. Unless otherwise agreed between the Parties, or unless preserved in Covenants, Conditions & Restrictions for the Project, the vested rights, obligations, interests of Developer, as the term Developer is defined in Section 3, contained in this Agreement expire either at the end of the Term, or upon termination of this Agreement as provided for herein, whichever occurs first. Upon termination of this Agreement, the obligations of the Parties to each other hereunder shall terminate, but none of the dedications, easements, licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

2.3 Phasing and Plats.

The Parties understand and agree that the Project is intended to be developed in multiple segments or phases (each a "Phase") as determined by Developer. Plats for such Phases must be timely submitted and approved by Magna. Developer's obligations with respect to each phase are further identified in Section 5.2. Approved final plats for each Phase shall expire five (5) years after the date of approval if not recorded in the real property records of Salt Lake County within such five (5) year period. If the final plats for any Phase expire during the Term of this Agreement, the density, zoning, and other provisions of this Agreement shall remain in force but Developer will need to resubmit the final plats for such Phase to Magna for approval subject to applicable ordinances and statutes in place at the time of reapplication. Notwithstanding the foregoing, the preliminary plat(s) for the Project will not expire so long as the final plat for any Phase within the Project remains active.

Section 3. DEFINITIONS

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

"Magna" shall mean the Magna Metro Township, a municipality incorporated as a Metro Township pursuant to Utah Code Annotated ("UCA") §§ 10-2a-401 et seq.

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

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

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

“Developer” shall, as to any portion of the Property, mean any person or entity, including an Owner, who holds or obtains title to such portion of the Property and commences development of the same pursuant to the terms of this Agreement, and shall also include such person or entity’s successors and/or assigns, including but not limited to the HOA which may succeed to management of all or any portion of the Project. Thus, the term “Developer” may mean different persons or entities with respect to the different Phases of the Project.

“Owners” shall mean Kennecott Utah Copper, LLC, a Utah limited liability company; Donald S. and Ilene Haslam; and the Calving G. Youngreen Family Trust and the Karen Youngreen Revocable Trust; provided that the foregoing entities and individuals shall be deemed Owners only as to the portion of the Property to which such entities and individuals hold or acquire legal title. Each Owner shall be deemed a party to this Agreement only for as long as such Owner owns any portion of the Property. If any Owner elects to pursue development of a portion of the Property pursuant to this Agreement, such Owner shall be deemed a Developer as provided above. When an Owner transfers, conveys, or otherwise ceases to own any portion of the Property, such Owner will no longer be a party to this Agreement as to the transferred portion of the Property and all of the rights, duties, and obligations of such Owner under this Agreement with respect to such transferred portion of the Property will assumed by the transferee of such portion of the Property.

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

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

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

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

"County" shall mean Salt Lake County, a political subdivision of the State of Utah. The County by interlocal agreement(s) with the MSD or Magna provides services to Magna, including but not limited to municipal-type services such as Planning and Development Services, Public Works Services, Municipal Park Services, Animal Control Services, Engineering Services, Clerk Services, Recording Services and Administrative Services.

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

"Governing Body" shall mean the Council.

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

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

"Effective Date" shall have that meaning set forth in Section 2.1 of this Agreement.

"Project" shall mean the Property and the residential development on the Property, which is the subject of this Agreement as well as any ancillary and additional improvements or endeavors incident thereto.

"Property" shall mean the parcel or parcels of land which are the subject of this Agreement and which are more particularly described in Exhibit A.

#### Section 4. **VESTED RIGHTS AND APPLICABLE LAW**



#### 4.1 Vested Rights.

(a) Generally. As of the Effective Date of this Agreement, Developer shall have vested development rights as specified under this Agreement. Development applications for the Phases within the Project shall be made within sufficient time for the final plat for the first Phase to the project to be recorded within five (5) years after the Effective Date. Thereafter, approved final plats will be governed by the timeframe set forth in Section 2.3. Should any final plat expire as provided in Section 2.3, Developer must reapply for final approval of a plat for such Phase subject to Magna ordinances and statutes in place at the time of reapplication; provided however, that if any Phase's infrastructure is installed and completed within five (5) years of the Effective Date of this Agreement, Developer will be allowed to comply with infrastructure standards in effect at the Effective Date for each additional Phase for the Project.

(b) Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police power by Magna in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of Magna to enact such legislation under its police power, such legislation shall not modify the vested rights as set forth herein, and such legislation shall not otherwise apply to, affect, or regulate, the Project and the use of the Property, unless the Governing Body, on the record, finds that a compelling, countervailing public interest would be jeopardized by applying the standards of this Agreement rather than the provisions of such legislation.

#### 4.2 Applicable Law.

(a) Applicable Law. The rules, regulations, official policies, standards and specifications applicable to the development of Project on the Property (the "Applicable Law") shall be the conditions of approvals set forth in this Agreement, and shall include those ordinances, rules, regulations, official policies, standards and specifications, including any Magna or County ordinances and resolutions, applicable to the Property and in force and effect on the Effective Date of this Agreement. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all applicable requirements of Magna or the County necessary for approval and recordation of subdivision plats, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures.

(b) State and Federal Law. Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes in laws,

regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations ("Changes in the Law") applicable to the Property. In the event the Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary, to the smallest degree possible in order to comply with the Changes in the Law.

4.3 Governing Standards.

Subject to the terms and conditions of this Agreement, development of the Property and the Project shall be governed by the procedures, standards and requirements of the Applicable Law, the approved final plat for each Phase of the Project (and any conditions of approval related thereto required or allowed under Applicable Law). If there are any conflicts between this Agreement and the Applicable Law, this Agreement shall prevail.

Section 5. OBLIGATIONS OF DEVELOPER AND MAGNA

5.1 Obligations of the Township.

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

(b) Property Zoning. Magna acknowledges that pursuant to Title 19 of the Magna Township Code of Ordinances and the Applicable Law, the Property has been zoned for residential use or is hereby approved for residential zoning. Specifically, the residential portion of the Project will consist of approximately 61 acres ("Residential Acreage"), as shown on the zoning map attached hereto as Exhibit B, and will include R-1-4 zoning, R-1-5 zoning, R-1-6 zoning, R-1-4 (zc), and RM zoning. The following is a summary of the key characteristics of the Property:

Approximate Total Acreage:	61.367 acres
R-1-6 Zoning Acreage:	13.783 acres
R-1-5 Zoning Acreage:	11.904 acres
R-1-4 Zoning Acreage:	9.059 acres
R-1-4 (zc) Zoning Acreage:	7.74 acres
RM Zoning Acreage:	18.881 acres

(c) Density. Upon the Effective Date of this Agreement, Developer shall be entitled to develop up to 766 residential units on the Residential Acreage of the Property. The parties anticipate that Developer will develop the Property according to the following densities for the various zones shown on the Plan attached hereto as Exhibit B.

R-1-4 zoning:	9 residential units per acre
R-1-5 zoning:	7 residential units per acre
R-1-6 zoning:	6 residential units per acre
R-1-4 (zc) zoning:	6 residential units per acre
RM zoning:	25* residential units per acre

Magna acknowledges that due to unforeseen circumstances that may arise after the Effective Date of this Agreement, a different allocation of the density in the various underlying zones may be necessary to achieve the total vested density. Upon approval from the Council, Developer may modify the density across the entire Project, regardless of the underlying zoning applicable to any specific portion of the Project, in order to achieve the maximum density of 766 residential units on the Residential Acreage of the Property. \*Where supported by the community general plan, and found by the planning commission to be compatible with land uses in the vicinity, multi-family residential development which incorporates innovations of design, amenities, and features, the RM zone may be approved by the planning commission for higher densities than shown above, resulting in a higher total number of residential units than identified above, but shall in no case be higher than 32.0 units per acre.

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

## 5.2 Obligations of the Developer

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

(b) Conditions to Approval. With respect to any Phase of the Project which Developer develops, Developer shall comply with the Conditions to Approvals as set forth in this Section 5.2(b). If Developer does comply with this section, and is not otherwise in default under Section 23.1, Developer shall be entitled to Magna's approval of applications for the plats, building permits, certificates of occupancy, and other development applications related to such Phase.

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

(2) Water & Sewer: Developer acknowledges that Magna Water, an independent local district, provides water and sewer services to properties within Magna, and must agree to the provision of the same to the Project and residential units within the Residential Acreage of the Property. Magna Water must provide approval for the Project prior to recording. Developer shall provide to Magna a written statement from Magna Water that it is ready, willing and able to provide water and sewer service to the Project and that Developer has complied with all reasonable rules, regulation and conditions of Magna Water, including payment of fees, if any, requested of it by Magna Water.

(3) Public Utilities. Developer acknowledges that electricity, natural gas, telecommunications, cable, TV, internet services and other utility-type services for the Project and residential units within the Residential Acreage

of the Property are provided by independent Public Utilities. Developer shall be solely responsible to obtain such services as needed for each Phase the Project developed by Developer and will not look to Magna for such services. If Magna so requests from the Developer, Developer shall provide to Magna written statements from any Public Utilities which are necessary for the development of the Project that they are ready, willing and able to provide utility type services to the Project and that Developer has complied with all reasonable rules, regulation and conditions of such Public Utilities for provision of service.

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

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

(6) Snow Removal. Developer agrees to be responsible for snow removal on all trails, roads or streets in each Phase of the Project developed by Developer until such trails, roads or streets are dedicated to the public pursuant to a recorded final plat for such Phase of the Project. To the extent any trails, roads or streets in the Project are not intended to be dedicated to the public, snow removal will be provided by the HOA as established by the Developer in the covenants conditions and restrictions. A plan for snow storage and removal may be required where conflicts are identified.

(7) Weed Control. Developer and each Owner agree to be responsible for weed control on each portion of the Property which Developer or such Owner holds title to. Owner's obligation under this section will cease with respect to any portion of the Property it owns which is hereafter conveyed to Developer or another purchaser. Developer's obligation under this section will continue with respect to each portion it owns until such time as

title is transferred to a purchaser, at which time any new owner(s) will assume responsibility.

(c) **Multiple Owners.** The Parties acknowledge and agree that different portions of the Property are owned by different persons or entities. Notwithstanding any language to the contrary in this Agreement, at the time a Phase of the Project is developed, the Developer of such Phase shall be responsible for satisfying all requirements of this Agreement and any other applicable obligations with respect to such Phase. The Developer of such Phase shall not be responsible for satisfying such requirements or obligations with respect to any other Phase of the Project. The default of any Owner or Developer hereunder shall not affect the development rights of any other Owner or Developer, and default by any Owner or Developer shall not impair or prevent the development of any Phase owned by a different Owner or Developer.

(d) **Development Rights.** Developer shall have the right to develop any Phase of the Project acquired by Developer as provided herein. Once commencing development of such Phase as provided herein Developer agrees to comply with all the terms, conditions, and requirements of this Agreement. However, notwithstanding any provision of the Agreement, Developer shall have no obligation to develop any Phase of the Project not owned by Developer or of which Developer has not commenced development of as provided herein.

#### Section 6. Development Plan and Plats.

The approval and execution of this Agreement grants the Developer the right to develop the Property and construct the Project in accordance with the uses, maximum densities, improvements and general configuration of development for the Residential Acreage set forth in this Agreement for the Property. Together with the Plats, this Agreement constitutes the Development Plan for the Property. The parties acknowledge that final plats for Phases of the Project may be subject to approval by other governmental entities or service districts, including without limitation Magna Water, the MSD, the County, the Engineer, and other entities that may provide services to the Project. The Parties will work cooperatively together to expedite the preparation of plats and the obtaining of needed approvals, but all parties acknowledge, to the extent third party approval of a plat is required, no Party to this Agreement shall be liable to other Parties to this Agreement for delays as a result thereof except to the extent the needed approvals are a result of a default on part of a Party to the Agreement, as defined in Section 23 of this Agreement.

Section 7. Development Standards.

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

7.1 Phasing. Magna acknowledges that Developer or future assignees may develop the Project in Phases. The parties acknowledge that the most efficient and economic development of the Project depends on numerous factors, such as market conditions and demand, infrastructure planning, competition, the public interest and other similar factors. Subject to the terms and conditions of this Agreement, the timing, sequencing, location and phasing of the Project, including but not limited to, construction of roads, water and storm drain systems, parks, and other public infrastructure improvements, including project improvements and off-site improvements, shall be as determined by Developer in its reasonable business judgment. The parties intend that the open space, amenities, and public infrastructure improvements of the Project will be consistent with the provisions of the current preliminary plat attached as Exhibit C hereto, however the parties also acknowledge that the current preliminary plat is conceptual in nature and that Developer may seek, and the Council may approve, changes to the preliminary plat – consistent with this Agreement and Applicable Law – as development of the Project proceeds.

7.2 Specific Project Development Elements. The parties agree that notwithstanding any other provisions of the Applicable Law regarding development of the Project, development of the Residential Acreage of the Project shall incorporate the following elements identified in this Agreement:

- a. Buildings in the portion of the Property zoned RM will not exceed the lesser of three (3) stories or 40 feet above final grade, unless otherwise approved by the Township Council.
- b. As set forth on Exhibit C, Developer will locate appropriate open space in the western end of the portion of the Property zoned RM, however, open space will also be located throughout the project. The park will be constructed or bonded for prior to the certificate of occupancy being granted for 50% of RM units. Design for the open space will be approved along with the preliminary plat.
- c. The Project shall be planned by professional engineers and professional landscape architects, and plans shall be submitted and approved by the Engineer.

d. Any Phase of the Project developed shall be subject to recorded covenants, conditions, and restrictions ("CC&Rs"), which establish architectural and landscape guidelines. Developer will allow Magna to review the CC&R's prior to recording, but Magna will have no responsibility or liability for their content or any obligation to enforce them. The CC&Rs will, however, grant authority to Magna, after the period of the declarant's administrative control, as identified in the CC&Rs, to enforce any provisions of the CC&Rs intended for Magna's protection if Magna, solely at its option, determines to enforce the same.

e. For purposes of this Agreement, acceptable materials include rock, composite masonry siding (such as hardie board), stucco, brick, and stone. No vinyl or aluminum will be allowed, with the exception that aluminum may be allowed as an accent material. Building facades facing public streets shall incorporate either i) a minimum of 20% stone or brick, or ii) a minimum of 36" stone or brick wainscot on no less than 65% of the buildings.

f. The landscaping in the front yard of each detached residential unit within the Project shall be completed in accordance with Exhibit E and prior to the occupancy of the same. If landscaping cannot be installed prior to occupancy due to seasonal weather constraints, Developer will be required to post appropriate bonds to guarantee completion of landscaping.

g. The landscaping for each attached or multifamily residential unit shall be fully completed prior to occupancy of the same and in accordance with Exhibit F. If landscaping is not able to be installed prior to occupancy due to seasonal constraints, Developer will be required to post appropriate bonds to guarantee completion of landscaping.

h. Any open space or common areas in the Project which are not dedicated to Magna, or another public body or at Magna's request, the County, will be maintained by an HOA.

i. The total minimum square footage for each residential unit in the single-family portion of the Project will be 1,200 for detached residential units and 1,000 for attached townhome residential units. Provided, however, basements for such residential units, if any, may be unfinished and the square footage thereof may be counted toward the overall square footage requirement. Apartment units are exempt from the foregoing limitations.



- j. Elevations for detached residential units within the Project will vary so that two residential units with the same exterior elevation will not be located adjacent to, or across the street from, each other.
- k. All detached residential units must have a minimum of a two (2) car garage. For the purposes of this Agreement, and notwithstanding any contrary provision of the Applicable Law, a 2-car garage must be not less than twenty feet (20') wide and have a minimum of 440 square feet.
- l. Residential fences shall not exceed 6' in height. Semi-privacy fencing is encouraged to maintain feeling of openness. Chain link and cinder block fencing are not allowed. No fencing is permitted in the front yard that crosses in front of the Residence. Residential fencing shall be cohesive throughout each Phase. The Developer, or an HOA's architectural review committee after the expiration of the Period of Declarant's Control, must approve all fencing material and colors in writing.
- m. Project perimeter fencing is outlined in Exhibit G and will be installed on a Phase-by-Phase basis.
- n. Developer will provide a one-year warranty for all public infrastructure improvements in any Phase developed by Developer, provided that notwithstanding any provisions of Applicable Law to the contrary Developer may post a surety bond to satisfy any warranty obligations related to public infrastructure improvements.
- o. Prior to recording a final Plat for any Phase, Developer agrees to post bonds in amounts and types established by Magna, or applicable third-party entity, related to performance of Developer's construction obligations for such Phase of the Project, pursuant to the standards of Applicable Law. Notwithstanding the foregoing, prior to recording a plat for any Phase of the Project Developer may develop infrastructure required by Magna or its agents in such Phase at Developer's risk without posting a bond provided that such improvements must be complete and approved by Magna, or the appropriate bond posted, prior to recording the applicable plat. The bond may contain provisions allowing Developer to draw on the bond for completed and approved improvements. Warranty bonds may be required in the amounts set by Utah State Law.
- p. Developer acknowledges and agrees Magna Water will provide water and sewer for each Phase of the Project. Developer will work directly with Magna

Water regarding water and sewer services and Magna will have no responsibility for these services.

q. Developer shall install two (2) entryway monuments for the Project, one in the RM zone and one in either the R1-4, R1-5, or R1-6 zones as approved by Magna, such monuments shall include monument walls using brick or stone that is landscaped and exterior lit. Signage may be incorporated onto the face of the monument, and the monuments shall be constructed of wood, metal, rock, or tile and shall not include plastic or vinyl.

r. The project will have a cohesive lighting plan that is approved by Staff.

s. Parking within the RM zone will be determined by a licensed engineer and approved by planning staff.

t. All buildings within the Project shall have consistent address plaques.

7.3 County staff reserves the right to seek Planning Commission and/or Magna Metro Council approval for any design element being proposed that is not expressly regulated by the text within the development standards.

Section 8. Community Improvements within the Project.

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

8.2 Subject to Section 18 of this Agreement, below, the parties agree and acknowledge that upon commencement of development of a Phase of the Project, the Developer will construct all public infrastructure improvements required for such Phase the Project, shown on the preliminary plat attached as Exhibit C hereto or any approved modifications to such preliminary plat ("Improvements"). All proposed Improvements which are to be transferred to Magna or the County under the terms of this Agreement must be reviewed and approved by Magna and shall be constructed in accordance with the review comments and concept approved by Magna. No final plat for any Phase of the Project will be recorded until Improvements required for that Phase are constructed by Developer, or Developer has adequately bonded for the construction of the Improvements for such Phase.

Notwithstanding the foregoing, in connection with development of any Phase of the Project Developer will be required to construct only that portion of the Improvements for the Project which are required under the Applicable Law to service the Phase of the Project identified on the specific final plat or site plan for such Phase.

8.3 The Parties intend that this Agreement, and the approvals for the individual Phases within the Project will not impose any exaction or other burden on Developer which is not permitted under Applicable Law. The Parties agree that, as of the date of Developer's execution of this Agreement, Magna has not requested that Developer construct any system improvements or other infrastructure which would create capacity for utilities or services beyond that which is estimated to be necessary for the Project. During the term of this Agreement, Magna will not require Developer to construct improvements, utilities, or other infrastructure in excess of capacity necessary to provide services to the Property without reimbursing Developer for the costs of such excess infrastructure, allocating payment of costs related to the infrastructure proportionately between Developer and Magna consistent with Section 18 of this Agreement, or entering into a reimbursement agreement satisfactory to Developer regarding repayment for the cost of such excess infrastructure. Magna also will not impose future impact fees on Developer following the date of this agreement as a condition of development. Any issue relating to Developer having to construct improvements, utilities, or other infrastructure in excess of capacity necessary to provide services to the Property at the request of third parties such as Magna Water, or the payment of fees to such third parties, is between Developer and such third parties and Developer.

#### Section 9. Streets and Related Improvements.

For each Phase of the Project which Developer develops, Developer will construct and/or improve the streets shown on the final plat for such Phase. Developer will dedicate those streets intended to be public streets to Magna or, at Magna's request, to the County. Construction and/or improvement of the streets shall include curb, gutter, paving, sidewalks, park strips and related utilities as shown on the approved final plat and construction drawings for the Project. All construction and improvement of public streets and related improvements shall be in accordance with approved design and construction standards and requirements. However, because of unique site considerations, streets need not meet the otherwise applicable standards of the Applicable Law so long as they meet standards approved by Magna and Engineer. Without limiting the foregoing, Magna may approve streets that incorporate the trail system adjacent to the Ritter Canal in lieu of the otherwise required sidewalk / park strip components. When completed, the public streets will be dedicated to Magna or if requested by Magna, Salt Lake County, for maintenance as public roads or trails. Any interior streets or trails that are not accepted by Magna, will be owned and maintained by the HOA.

#### Section 10. Utilities.

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

#### Section 11. Improved Open Space and Park Improvements.

11.1 Open Space is defined as an area of land, water, or wetlands set aside or reserved for use by residents of the development or to beautify or create a feeling of openness in the Project, and may include an expanse of lawn, trees, plants, trails and other natural areas. Open Space may also include any open area of the Project including: required yards, park strip, setbacks, walkways, community amenities, and common or limited common areas. If approved by Planning Commission, balconies and porches within the RM zone may count toward the Open Space requirement. Open Space does not include parking, driveways, or buildings used for dwelling purposes. The Project, excluding the RM zone, will have a total of at least 36% Open Space, provided that a pool or clubhouse shall be required as outlined in Exhibit D for each 2% reduction should the open space be less than 40%. At the Developer's discretion, Open Space in the RM Zone may follow this same provision or revert to the Applicable Law.

11.2 There will be various amenities throughout the Project. The Project amenities will be required based on the actual total number of Residential units at full build out, as shown on the approved site plans. Amenities will be reviewed and approved with each phase's final construction drawings. A detail of the number of amenities required based on estimated final plat densities for the various Phases, and approved amenities, is shown in Exhibit D. Notwithstanding Exhibit D, in the event amenities are deferred until future Phases, the locations and designs of such amenities will be approved and bonding will be required until such amenities can be installed, provided that Developer shall have the right for partial bond releases once significant portions of work have been completed. For each Phase which Developer develops, Developer, at its discretion, will select the minimum number of amenities from the approved list in accordance with the number of residential units being constructed in such Phase as they relate to the total number of units in the Project, as set forth on Exhibit D.

#### Section 12. Lot Minimums and Setback Requirements.

Subject to the approved densities set forth in this Agreement, Developer agrees to comply with the following setbacks:

- 12.1 R-1-6 Single Family Homes: 25' Front, 15' Rear, 5/10' Side 15' Corner
- 12.2 R-1-5 Cottage Lots: 10' Front, 10' Rear, 5/10' Side
- 12.3 R-1-4 (zc) Single Family Homes: 10' Front, 10' Rear, 5/10' Side
- 12.4 R-1-4 Townhomes: Maintain a minimum of 10' between adjacent dwellings and public or private streets.
- 12.5 RM Apartments: Maintain a minimum of 10' between adjacent dwellings, property lines, and public or private streets, and a 15' landscaped buffer or parking along the southern property line.

Section 13. Detention Pond and Drainage.

Developer of any Phase adjacent to the Ritter Canal will obtain from the owner or operator of the Ritter Canal a license or easement to discharge into the canal storm water in an amount determined by the Parties to be appropriate based on the approved engineered construction drawings. If detention is also necessary, Developer will construct an on-site storm drainage pond for flood control within the Project. Prior to Developer recording any final plats in the Project, Magna will approve a final master drainage plan for the Project. Magna may require that an HOA own and maintain the detention pond; provided, however that Magna will take ownership and maintenance responsibility for the detention pond if it is determined that the detention pond is necessary for flood control beyond that needed by the Property. Developer will dedicate a twenty-foot (20') flood control easement along the south side of the canal adjacent to the Project.

Section 14. Community Monuments.

The Developer shall install entry monuments for the Project as provided in Section 7.2(q), such monuments shall be a consistent theme and design to provide a cohesive and attractive feel within the Project.

Section 15. System or Off-Site Improvements.

Developer agrees to make the system or off-site improvements identified on Exhibit C as part of the development of the RM zoned portion Project. Magna may require that the portion, if any, of the system or off-site improvements which are necessary to provide utilities or services to the Project be completed prior to the issuance of any certificates of occupancy for the residential units within the such portion of the Project. Otherwise, Magna may not withhold or delay approval of applications or permits for the Project on completion of any system or off-site improvements. As set forth in Section 8.3, Magna will not require system or off-site improvements in excess of the capacity necessary to provide services to the Property without reimbursing Developer,

allocating payment of costs proportionately between Developer and Magna consistent with Section 18, or entering into a reimbursement agreement satisfactory to Developer.

**Section 16. Trail Improvements.**

Developer of any Phase adjacent to the Ritter Canal will construct a ten-foot (10') asphalt trail along the section of the Ritter Canal immediately adjacent to the Project. The trail will satisfy the sidewalk cross-sections, or other right-of-way improvements, that would otherwise be required within an adjacent right of way. The trail will count toward the Project's required amenities in accordance with Exhibit D.

**Section 17. Dedication of Public Improvements.**

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

**Section 18. Proportionality of Public Improvements.**

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

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

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

18.3 To the extent Magna requires Developer to construct any oversized improvements, other than culinary waterlines or sewer lines which are the responsibility of Magna Water, with capacity in excess of what is required to provide service to the Project, a

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

18.4 Without limiting the scope of the foregoing section, the parties acknowledge that the County Flood Control may request Developer to construct a storm-drain detention pond designed to provide capacity in excess of what is required for Developer's Property. Developer shall not be required to construct such a facility, unless Magna or County agrees to reimburse Developer by way of a credit against applicable fees otherwise payable to Magna or County; provided, however, Developer shall not be required to pay more for the incremental costs of the oversized improvements than Developer will be able to recover through the fee credits.

18.5 The provisions of this Section 18 shall be interpreted and administered in compliance with the standards for lawful exactions as set forth in Utah Code §17-27a-507 and applicable Utah case law, with Developer paying for its own project improvements, and Magna paying for (or reimbursing payment of) the costs of system improvements. The determinations of the size and design of improvements to be constructed, cost-sharing or reimbursement for the same, and applicable of the standards described in this Section 18 shall be made on a Phase-by-Phase basis at the time of final plat approval for each Phase. Nothing in this Agreement shall prohibit the parties from entering into separate reimbursement agreements for each Phase, and such reimbursement agreements shall comply with the standards set forth in this Section 18 and applicable Utah law.

Section 19. Not Used.

Section 20. Homeowners Association.

Prior to recording any final plat for any Phase the Project, Magna may require Developer to organize an HOA and vest it with legal authority to collect assessments and to maintain any common areas within such Phase of the Project that will not be dedicated to the public

Section 21. Reserved Powers.

The parties agree that Magna reserves certain legislative powers to amend the Applicable Law to apply standards for development and construction generally applicable throughout Magna. However, it is the intent of the parties to vest the Developer with the specific land uses and densities for the Property specifically identified in this Agreement. Subject to the terms and

conditions of this Agreement, Developer shall be required to comply with the Applicable Law and all other generally applicable standards, conditions and requirements, to the extent not in conflict with the Applicable Law and this Agreement, enacted by Magna to protect the safety, health and welfare of the current and future inhabitants of Magna.

**Section 22. Annual Review of Compliance.**

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

**Section 23. Default.**

23.1 **Default by Developer.** Subject to Section 5.2(c), if Magna asserts that an event of default on Developer's part has occurred, Magna shall provide not less than thirty (30) days written notice, which notice shall include all material details regarding the nature of the alleged default, and shall notify Developer of a meeting of Magna's Metro Township Council where the Developer's alleged default shall be heard and reviewed by Magna's Metro Township Council. The Developer shall be entitled to attend the hearing and comment on the evidence presented concerning the default. If, after the hearing, the Township Council determines that default exists, then Developer shall have thirty (30) days in which to cure such default. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. If an event of default by Developer remains uncured after the hearing and time for cure provided for in this Section, Magna may institute legal proceedings to enforce the terms of this Agreement. If the default is cured, then no default shall exist and Magna shall take no further action.

23.2 **Default Notice to Magna.** If Developer asserts that an event of default on Magna's part has occurred, the Developer shall request in writing a hearing before the Council and submit evidence of the default. Magna shall schedule a hearing before the Council, or a hearing officer, if allowed under Applicable Law, within thirty (30) days of the written request of Developer, unless additional time is granted by Developer, which additional time



shall not be unreasonable withheld. The Developer shall attend the hearing and be given sufficient opportunity to present evidence concerning the default. If, after the hearing, the Council or hearing officer determines default exists, then Magna shall have thirty (30) days in which to cure such default. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. If an event of default by Magna remains uncured after the hearing and time for cure provided for in this Section, Developer may institute legal proceedings to enforce the terms of this Agreement, including for specific performance, or sue for damages or injunctive relief. If the default is cured, then no default shall exist and Developer shall take no further action.

**Section 24. Assignment.**

The Developer of any Phase may assign any rights or interests under this Agreement by mutual consent with Magna and any other Owner of the portion of the Property within such Phase, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Developer may assign this Agreement to a related entity by giving written notice to Magna. Any assignee shall consent to be bound to the terms of this Agreement as a condition of assignment.

**Section 25. Owners' Consent; Agreement to Run with Land; Binding Effect.**

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

**Section 26. Integration.**

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

**Section 27. Notice.**

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, provided by a method

of electronic or digital communication that provides for confirmation that the notice was delivered to the recipient, or if mailed, by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below (and any Developer shall provide an address for notice to the other Parties upon commencing development of any portion of the Project under the terms of this Agreement):

To Owners:

Kennecott Utah Copper, LLC

Jeff Stephenson, Principal Advisor  
9700 Daybreak Parkway  
South Jordan, UT 84009  
801-558-4355

Robert Youngreen, trustee of the Calvin G. Youngreen Family Trust and the Karen Youngreen Revocable Trust

ROBERT YOUNGREEN TRUSTEE  
108 W. L.D. LOCKETT Rd  
Colleyville TX 76034  
PARTZHEAD@AOL.COM  
801-608-5396

Donald S. & Ilene Haslam

7975 West 2820 South  
Magna, UT 84044.

To the Magna Metro Township:

Magna Metro Township

Attn: Chair of Magna Metro Township Council

Co: Greg Schultz  
8676 West Blackgum ct  
Magna, UT 84044

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Section 28. Severability.

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

Section 29. Waiver.

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

Section 30. No Modification.

This Agreement may not be modified, altered or terminated, except by an instrument in writing signed by the parties hereto

Section 31. Governing Law.

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

Section 32. Costs of Enforcement.

In the event of default on the part of any Party to this Agreement, as provided in Section 23.1 or 23.2, that Party shall be liable for all costs and expenses incurred by the other parties enforcing the provisions of this Agreement, whether or not legal action is instituted.

Section 33. Waiver.

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

Section 34. Representations.

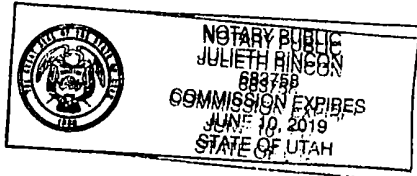
Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing warranting Party:

- (a) Such Party, if a business entity, is duly organized, validly existing and in good standing under the laws of the state of its organization.





behalf of said limited liability company by authority of its governing body, and he/she acknowledgment to me that said limited liability company executed the same.



Julieth Ringon  
NOTARY PUBLIC  
Residing at: Salt Lake City Utah

Robert Youngreen, trustee of the Calvin G. Youngreen Family Trust and the Karen Youngreen Revocable Trust

By: [Signature]

Printed Name: ROBERT YOUNGREEN

Title: TRUSTEE

STATE OF UTAH )  
 )  
:ss  
SALT LAKE COUNTY )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared before me, \_\_\_\_\_, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of the Calvin G. Youngreen Family Trust and the Karen Youngreen Revocable Trust, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its governing body, and he/she acknowledgment to me that said limited liability company executed the same.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

Donald S. & Ilene  
Haslam

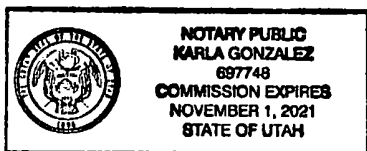
By: Donald S. Haslam / Ilene Haslam

Printed Name: Donald S. Haslam / Ilene Haslam

Title: OWNERS

STATE OF UTAH )  
 :SS  
SALT LAKE COUNTY )

On this 9<sup>th</sup> day of February, 2018, personally appeared before me, Karla Gonzalez, who being by me duly sworn, did say that he/she is the OWNERS of Donald S. & Ilene Haslam, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its governing body, and he/she acknowledgment to me that said limited liability company executed the same.



Karla Gonzalez  
NOTARY PUBLIC  
Residing at: Wells Fargo

ATTEST:

MAGNA METRO TOWNSHIP

\_\_\_\_\_  
Salt Lake County Clerk

\_\_\_\_\_  
Chair of the Council

Approved as to Form:

Attorney for Metro Township

Donald S. & Ilene  
Haslam

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF UTAH )  
 :SS  
SALT LAKE COUNTY )

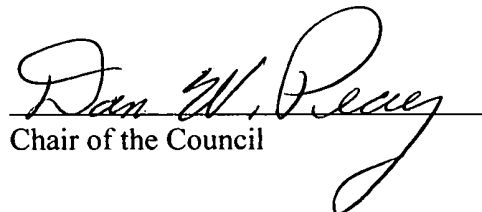
On this \_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared before me,  
\_\_\_\_\_, who being by me duly sworn, did say that he/she is the  
\_\_\_\_\_ of Donald S. & Ilene Haslam, and that the foregoing instrument  
was signed on behalf of said limited liability company by authority of its governing body, and  
he/she acknowledgment to me that said limited liability company executed the same.


\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

ATTEST:

**MAGNA METRO TOWNSHIP**

  
Salt Lake County Clerk

  
Chair of the Council

Approved as to Form:  
  
Attorney for Metro Township



## Exhibit A

### Legal Description of the Property

A PORTION OF THE SW1/4 & SE1/4 OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN MAGNA, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°54'03"W ALONG SAID SECTION LINE 16.50 FEET FROM THE SOUTH ¼ CORNER OF SECTION 21, T1S, R2W, S.L.B.& M.; THENCE S89°54'03"W ALONG SAID SECTION LINE 1,360.17 FEET; THENCE S0°01'27"E 668.57 FEET TO THE CENTERLINE OF 2820 SOUTH STREET; THENCE S88°55'24"W ALONG SAID CENTERLINE 200.53 FEET TO A POINT ON AN EXTENSION OF THE EASTERLY LINE OF WILD HORSES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE N0°01'27"W ALONG SAID EXTENSION AND ALONG THE WEST LINE OF SAID PLAT 672.00 FEET TO THE NORTHEAST CORNER OF SAID PLAT; THENCE S89°54'03"W ALONG SAID PLAT 82.16 FEET TO THE SOUTHEAST CORNER OF ENSIGN MEADOWS SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE N0°07'17"E ALONG SAID PLAT 925.06 FEET; THENCE N89°56'28"E 280.00 FEET; THENCE N0°07'17"E 10.00 FEET; THENCE N89°56'28"E 883.91 FEET; THENCE S86°53'10"E 1,205.89 FEET; THENCE ALONG THE ARC OF AN 800.00 FOOT RADIUS CURVE TO THE LEFT 73.66 FEET THROUGH A CENTRAL ANGLE OF 5°16'32" (CHORD: S89°31'26"E 73.63 FEET); THENCE N87°50'18"E 677.49 FEET; THENCE ALONG THE ARC OF AN 800.00 FOOT RADIUS CURVE TO THE RIGHT 29.36 FEET THROUGH A CENTRAL ANGLE OF 2°06'09" (CHORD: N88°53'23"E 29.35 FEET); THENCE N89°56'27"E 1,122.43 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 7200 WEST STREET; THENCE S0°09'19"E 66.50 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE OF 7200 WEST STREET S89°56'27"W 670.15 FEET; THENCE S0°09'19"E 329.02 FEET; THENCE S89°54'07"W 1,353.69 FEET; THENCE S0°05'53"E 13.80 FEET; THENCE S89°54'06"W 589.62 FEET; THENCE S89°54'07"W 16.54 FEET; THENCE S0°04'58"W 481.20 FEET TO THE POINT OF BEGINNING.

CONTAINS: 56.82+/- ACRES

A portion of the NW1/4 of Section 28, Township 1 South, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located S89°54'03"W along the Section line 1,132.51 feet from the North 1/4 Corner of Section 28, T1S, R2W, SLB&M; thence S00°12'21"E along the extension of and along that Real Property described in Deed Book 7194 Page 1601 of the Official records of Salt Lake County 545.42 feet; thence S88°42'33"W 71.07 feet to a point on the extension of the west line of that Real Property described in Deed Book 10249 Page 7066 of the Official Records of Salt Lake County; thence S00°05'56"E along the extension and west line of said deed 118.70 feet to the center line of 2820 South Street; thence S88°55'24"W along said center line 375.55 feet to a point on the easterly extension of WILD HORSES SUBDIVISION, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder; thence N00°01'27"W along the extension and along the east line of said plat 672.99 feet to the Section line; thence N89°54'03"E along the Section line 444.66 feet to the point of beginning.

Contains: 6.65 acres+/-

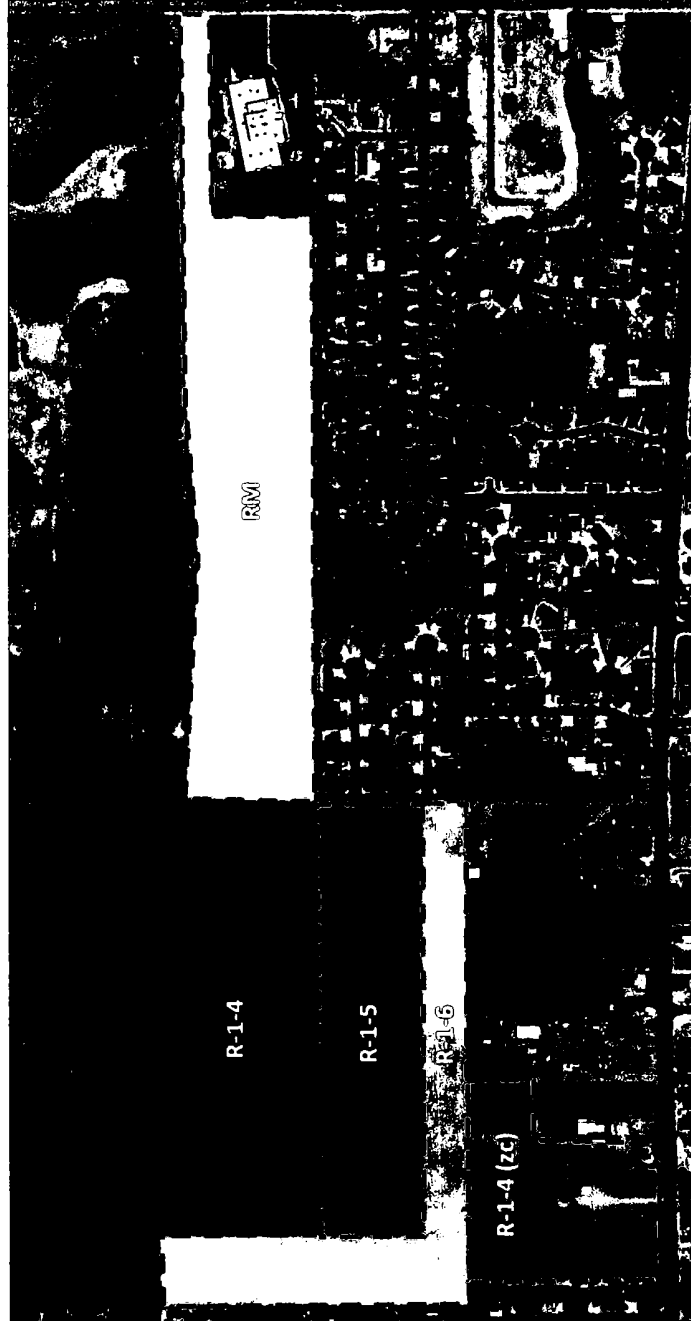
A portion of the NW1/4 of Section 28, Township 1 South, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the west line of DAKOTA LANE ONE LOT SUBDIVISION, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder, located S89°54'03"W along the Section line 917.30 feet from the North 1/4 Corner of Section 28, T1S, R2W, SLB&M; thence S00°52'09"W along said plat 213.12 feet to the northerly line of that Real Property described in Deed Book 7194 Page 1601 of the Official Records of Salt Lake County; thence N89°07'51"W along said deed 204.33 feet; thence N00°04'29"W along said deed and extension thereof 209.64 feet to the Section line; thence N89°54'03"E along the Section line 207.81 feet to the point of beginning.

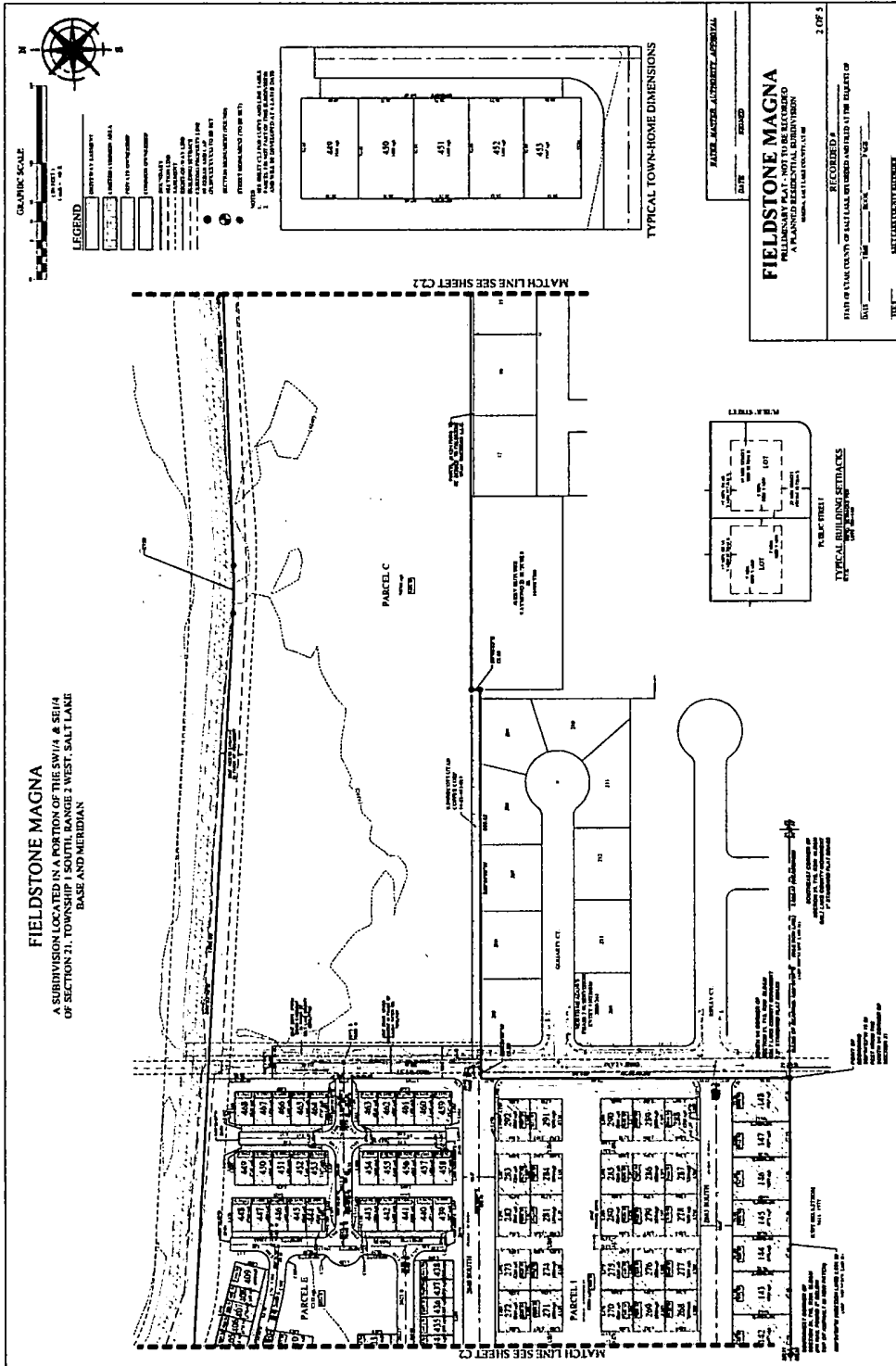
Contains: 1.00 acres+/-

Exhibit B

Zoning Map for the Property













## Exhibit D

### Amenities and Open Space

The objective of the Amenities Plan is to establish an understanding for the on-site recreation facilities and amenities for Magna PUD. The Developer will select amenities identified on the Recreation Facility List and include the amenities with each applicable phase. As outlined on the Amenities Phasing Requirements table, the Developer will improve or bond for the selected amenities prior to plat recordation for the corresponding phase.

For example- Prior to recordation of the 91<sup>st</sup> lot, Developer would have selected and improved and/or bonded for 5 amenities for the entire project from the Recreation Facility List. If an additional plat is to be recorded increasing the project total to 121 units, the Developer would improve or bond for an additional amenity. Bringing the total number of amenities to 6 Recreation Facilities.

#### Recreation Facility List

Below is a list of possible recreation facilities. The figures shown represent the minimum size a facility must be to receive credit as a recreation facility.

**Basketball Court** – 1,600 sq. ft.

**Volleyball Court** – 3,500 sq. ft.

**Sports Court** – 1,600 sq. ft.

**Tennis Court** – 7,000 sq. ft.

**Swimming Pool** – 800 sq. ft., does not include surrounding decks, etc.

**Package of leisure activity areas** – putting green, horseshoes, shuffle board, etc.

**Picnic Area** – 500 sq. ft., equipped with a pavilion/gazebo and tables, benches, grills and trash receptacles for people to gather, cook, eat, and relax.

**Community Center** – 1,200 sq. ft., includes at least one recreation facility such as table tennis, billiards, weight room, handball courts, or social area with television, etc.

**Lawn area for non-organized sports** – 12,000 sq. ft. and at least 60 feet wide. Landscaping must be done in a manner that preserves the openness of the area for such activities.

**Trail** – 1,000 sq. ft., a cleared way for pedestrians (other than sidewalks) that may or may not be paved and is used for bicycling, walking, skating, jogging, etc. (6 ft. wide with contiguous length of 1,500 linear feet.)

**Playground** – An active recreational area with a variety of facilities including equipment for younger children.

**Other** – Any facility not listed here must be approved by Planning Commission.

When a proposed recreation facility exceeds the required minimum square footage related any of the above standards by 1.5, 2, 2.5 times, etc. it will be counted as that number of facilities. For example- If the Developer improves a 3,200 sq. ft. Basketball Court, this facility would count towards two (2) of the required facility points.

#### Amenities Phasing Requirements

Total Number of Units	Required Facilities
3	1
23	2
45	3
68	4
91	5
121	6
151	7
181	8
211	9
241	10
271	11
301	12
346	13
392	14
437	15
489	16
542	17
594	18
647	19
700	20
760	21

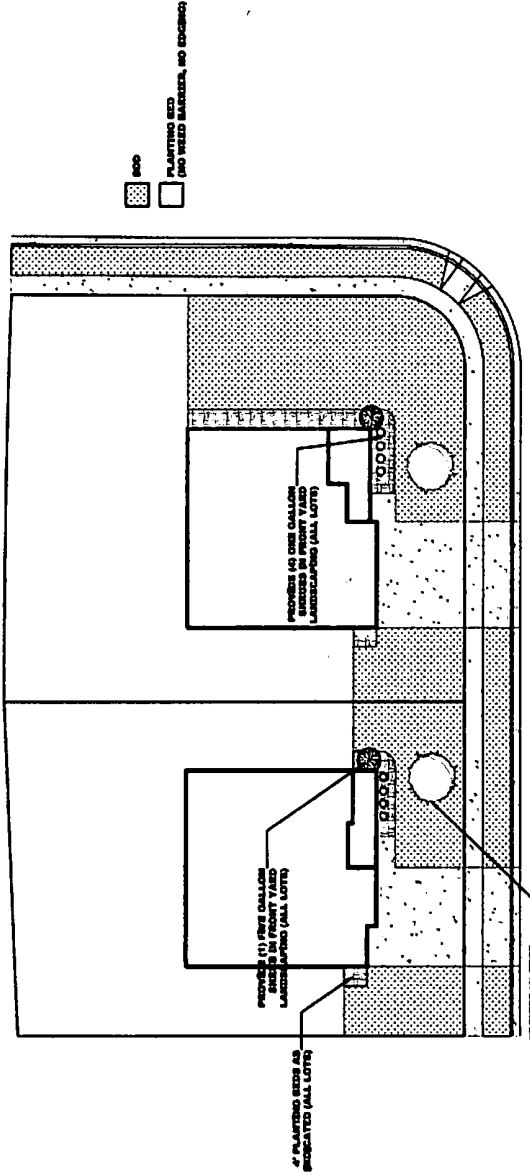


Exhibit E

Landscaping Plan for Detached Units

**DETACHED UNIT  
LANDSCAPING TYPICALS**

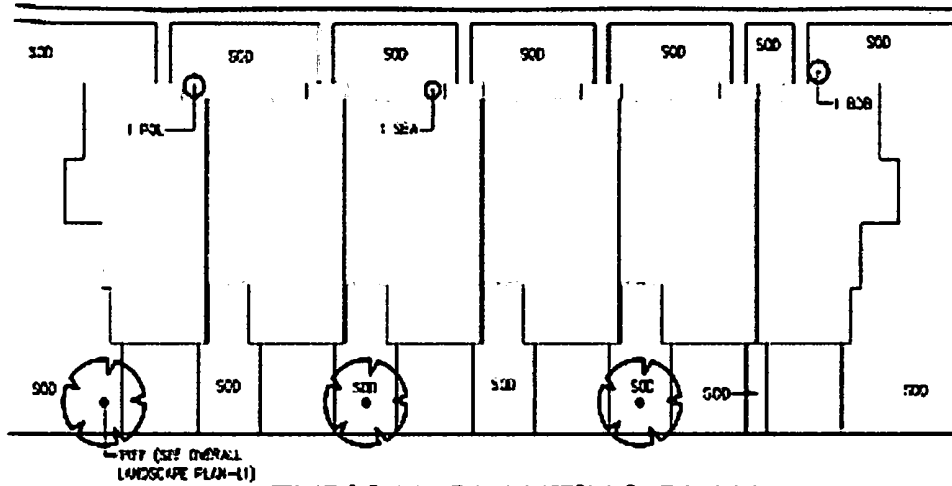
INTERIOR LOT      CORNER LOT



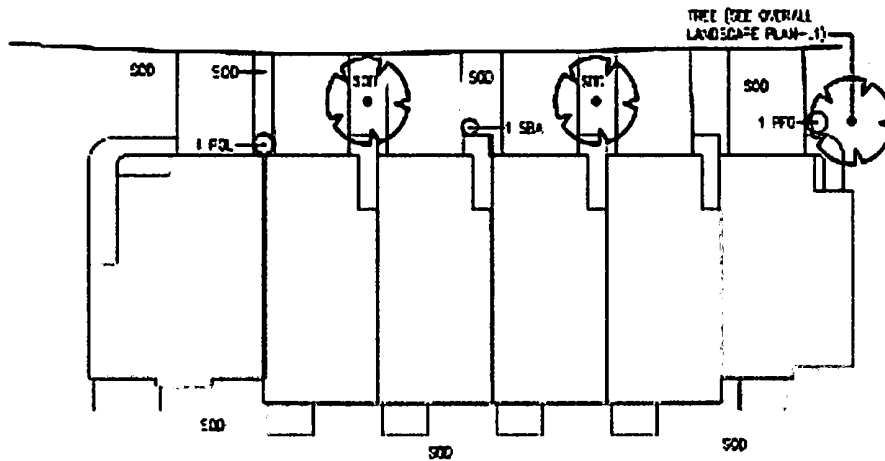
SCALE: 1" = 20'

**Exhibit F**

**Landscape Plan for the Attached Units**



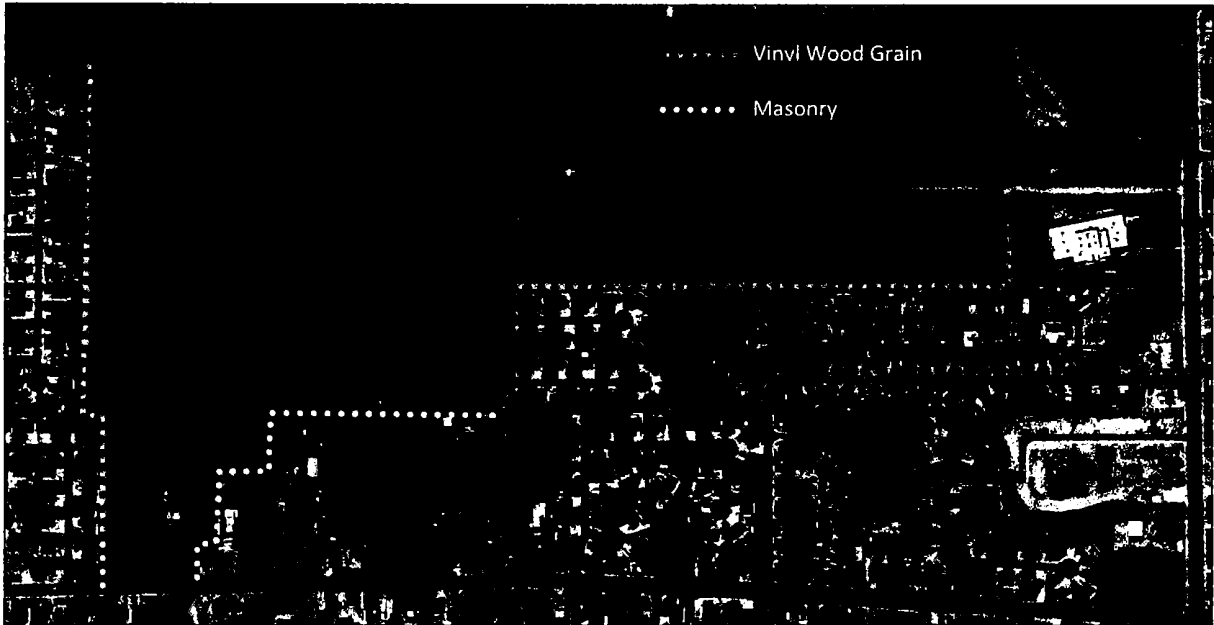
**TYPICAL PLANTING PLAN**  
**(FOR ALLEY LOADED UNITS)**



**TYPICAL PLANTING PLAN**  
**(FOR FRONT LOADED UNITS)**

## Exhibit G

### Perimeter Fencing



Perimeter fencing will be a 6' wood grain vinyl with the exception of the fence adjacent to the agricultural land along 2820 South which will be a 6' masonry fence (RhinoRock or equivalent product). The entrance along 2820 will also have a 6' masonry fence for no less than 150' north into the community.

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