



THE CITY OF WEST JORDAN, UTAH  
A Municipal Corporation

ORDINANCE NO. 21-42

AN ORDINANCE APPROVING A MASTER DEVELOPMENT AGREEMENT FOR  
APPROXIMATELY 634.48 ACRES LOCATED AT APPROXIMATELY 7400 SOUTH  
AT HIGHWAY U-111 (“WOOD RANCH”)

WHEREAS, on October 4, 2021, Norma G. Wood and Terri Wood Gates of G & N Wood Properties, L.L.C., Wood Ranch Development, LLC (collectively “**Property Owners**”), and Third Cadence, LLC (“**Petitioner**”) submitted an amended petition (“**Petition**”) to rezone, annex, and develop approximately 634.48 acres of property (“**Property**” or “**Wood Ranch**”) located at approximately 7400 South at Highway U-111;

WHEREAS, the amended Petition revised an original petition for a smaller (464.037 acre) development project that was submitted in 2018 by a different petitioner, on behalf of most of the current property owners;

WHEREAS, the amended Petition includes a request for (i) a Master Development Agreement for Wood Ranch, the final version of which referred to as the **MDA**; (ii) a General Plan Land Use Map Amendment from the current Very Low Density Residential, Low Density Residential, Medium Density Residential, Public Facilities, Future Park and Parks and Open Land designations, to Master Planned Community (“**General Plan Land Use Map Amendment**”); (iii) the annexation of 170.43 acres of the Property, which is currently located in unincorporated Salt Lake County (“**Annexation Area**”); and (iv) a rezone of the Property, including the original 464.037 acres from the Agriculture 5-acre lot (A-5) zone and the 170.437 Annexation Area from a Salt Lake County Mining and Industrial zone to the Planned Community Hillside Zone, (“**Zoning Map Amendment and Rezone**”);

WHEREAS, as a condition of moving forward with City review of the Wood Ranch Petition, the Petitioner and the Property Owners, funded extensive geotechnical review of the first proposed phases of development of the Property and also funded the City’s engagement of expert geotechnical consultants to: (i) advise the City, the Petitioner, and the Property Owners of the best practices associated with mass grading the studied area of the Property; (ii) review and critique a Construction Quality Assurance (“**CQA**”) plan for mass grading of the studied area; (iii) review the mass grading reports required by the CQA plan as the studied area is mass graded; and (iv) repeat the same geotechnical review and assurance processes as the remaining phases of the Property are proposed for development;

WHEREAS, informed by the geotechnical review, the Petitioner, the Property Owners, and the City, by and through their respective counsel, have extensively negotiated the both the text of the proposed Zoning Map Amendment and Rezone and the terms of the MDA, which place conditions on the development based on a variety of factors, including: (i) required concurrency of infrastructure development; (ii) required sequencing of single family, multifamily, commercial

development; (iii) the timing and delivery of required development amenities and required public dedications; (iv) a streamlined development approval process; (v) project specific design standards for both horizontal and vertical development; and (vi) a design review process that is unique to the proposed development;

WHEREAS, on November 17, 2021, the West Jordan Planning Commission (“**Planning Commission**”) held a public hearing to take public input on the Petition concept and the draft MDA;

WHEREAS, on November 17, 2021, the Planning Commission made a positive recommendation to the West Jordan City Council (“**City Council**”) to approve the Petition concept and the draft MDA, subject to the receipt and staff verification of additional information from the Property Owners and the Petitioner;

WHEREAS, the City Council held a public hearing on December 1, 2021, to take public input on the Petition concept and to consider the MDA;

WHEREAS, on this day, the City of West Jordan (“**City**”) may adopt the text of West Jordan City Code (“**City Code**”) title 13, chapter 5, article L, Planned Community Hillside Zone, a new mixed use, planned community, zone chapter that Property Owners and Petitioners have requested to accommodate their vision for the development of Wood Ranch;

WHEREAS, the Property Owners and the Petitioner have not yet provided, but will provide, and City staff will verify, all additional information required by the proposed Zoning Map Amendment and Rezone;

WHEREAS, upon advice and consent of their respective legal counsel, the Property Owners and the Petitioner have agreed to provide all required information on the record and have agreement to be bound by the terms MDA and the proposed Zoning Map Amendment and Rezone; and

WHEREAS, the City Council has reviewed the Petition, including the MDA, and finds that it is in the best interest of the health, safety, and welfare of the residents of the City to adopt the MDA.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH AS FOLLOWS:

**Section 1. Approval of the MDA.** The MDA, attached to this Ordinance as Attachment 1, is hereby approved.

**Section 2. Execution of the MDA conditioned upon signatures and verification.** Upon the delivery to the City of the notarized execution of the MDA by all Property Owners and the Petitioner, and upon the City Attorney’s signed approval that all required information for the public record has been provided by Property Owners and Petitioner, and that such information has been verified by City staff, the Mayor is authorized to execute the MDA and to cause the MDA to be recorded in the Office of the County Recorder.

**Section 3. Severability.** If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

**Section 4. Effective Date.** This Ordinance shall become effective immediately upon posting or publication as provided by law and upon (i) the Mayor signing the Ordinance, (ii) the City Council duly overriding the veto of the Mayor as provided by law, or (iii) the Mayor failing to sign or veto the Ordinance within fifteen (15) days after the City Council presents the Ordinance to the Mayor.

PASSED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THIS  
15<sup>th</sup> DAY OF DECEMBER, 2021.

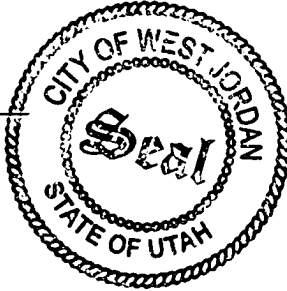
CITY OF WEST JORDAN

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

Zach Jacob  
Council Chair

ATTEST:

Cindy M. Quick  
Cindy M. Quick, MMC  
Council Office Clerk



**Voting by the City Council**

Council Vice-Chair Kelvin Green  
Council Chair Zach Jacob  
Council Member Chad R. Lamb  
Council Member Christopher McConnehey  
Council Member David Pack  
Council Member Kayleen Whitelock  
Council Member Melissa Worthen

"YES"

"NO"

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PRESENTED TO THE MAYOR BY THE CITY COUNCIL ON December 15, 2021

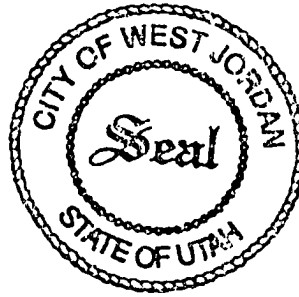
Mayor's Action: X Approve \_\_\_\_\_ Veto

By: Dirk Burton  
Mayor Dirk Burton

12.15.2021  
Date

ATTEST:

Tangee Sloan  
Tangee Sloan  
City Recorder



**STATEMENT OF APPROVAL OR PASSAGE (check one)**

The Mayor approved and signed Ordinance No. 21-42.

The Mayor vetoed Ordinance No. 21-42 on \_\_\_\_\_ and the City Council timely overrode the veto of the Mayor by a vote of \_\_\_\_\_ to \_\_\_\_\_.

Ordinance No. 21-42 became effective by operation of law without the Mayor's approval or disapproval.

Tangee Sloan  
Tangee Sloan  
City Recorder

**CERTIFICATE OF PUBLICATION**

I, Tangee Sloan, certify that I am the City Recorder of the City of West Jordan, Utah, and that a short summary of the foregoing ordinance was published on the Utah Public Notice Website on the 14<sup>th</sup> day of December, 2021. The fully executed copy of the ordinance is retained in the Office of the City Recorder pursuant to Utah Code Annotated, 10-3-711.

Tangee Sloan  
Tangee Sloan  
City Recorder

**Attachment 1 to  
ORDINANCE NO. 21-42  
AN ORDINANCE APPROVING A MASTER DEVELOPMENT AGREEMENT FOR  
APPROXIMATELY 634.48 ACRES LOCATED AT APPROXIMATELY 7400 SOUTH  
AT HIGHWAY U-111 ("WOOD RANCH")**

**MDA**

**Recording Requested By and  
When Recorded Return to:**

City of West Jordan  
Attention: City Recorder  
8000 South Redwood Road, 3<sup>rd</sup> Floor (North)  
West Jordan, Utah 84088

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For Recording Purposes Do  
Not Write Above This Line

**MASTER DEVELOPMENT AGREEMENT  
(Wood Ranch Project Area)**

The City of West Jordan, a Utah municipal corporation (the “City”), Third Cadence, LLC, a Utah limited liability company, (“**Master Developer**”), and Wood Ranch Development, LLC, a Utah limited liability company, a Utah limited liability company (“**Wood Ranch**”), Norma G Wood, as Trustee of the Glen H. Wood Sheltered Trust, a Utah trust established on May 9, 2012, G & N Wood Properties, LLC, a Utah limited liability company (formerly a Colorado limited liability company), Norma G. Wood, individually, and Terri Wood Gates, (together the “**Owners**” and each individually as an “**Owner**”) enter into this Master Development Agreement (this “**Agreement**”) as of this 16<sup>th</sup> day of December, 2021, and agree as set forth below. The City and the Owners are jointly referred to as the “**Parties.**” Each party may be referred to as a “**Party.**”

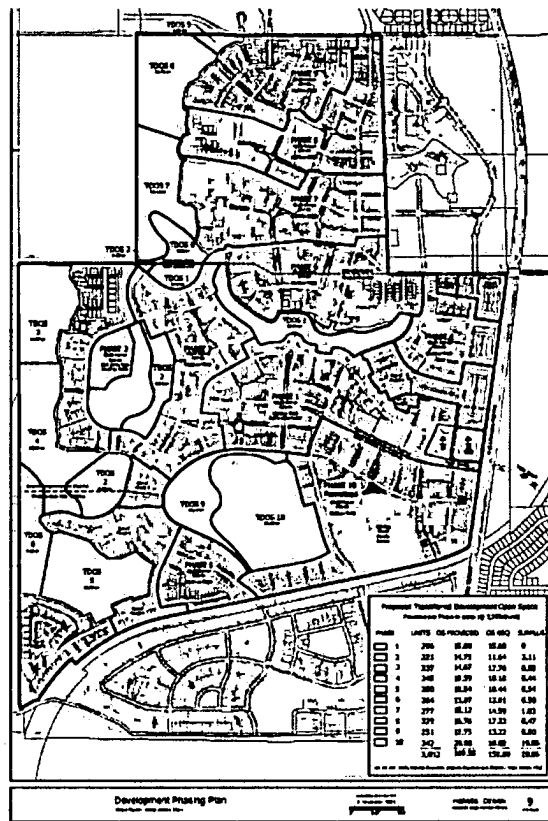
**RECITALS**

1. Master Developer (as a petitioner and applicant replacing the initial application filed by Daybreak Communities), on behalf and as the agent for the individual Owners, has petitioned to rezone, annex, and develop the approximately 634.48-acre Wood Ranch Project Area more particularly described in **Exhibit A** and depicted in **Exhibit A-1** (the “**Project Area**”).
2. Approximately 464.043 acres of the Project Area are within the current municipal boundary of the City (the “**Incorporated Property**”). The Incorporated Property is more particularly described in **Exhibit B** and is depicted in **Exhibit B-1**.
3. Approximately 170.437 acres of the Project Area are currently in unincorporated Salt Lake County. All Owners of the land area within the unincorporated portion of the Project Area have petitioned to annex their property into the City (the “**Annexation Property**”). The Annexation Area is more particularly described in **Exhibit C** and is depicted in **Exhibit C-1**.

4. Wood Ranch represents to the City that Wood Ranch has current and valid contracts with all Owners for the purchase of all real property within the Project Area, including a right of first refusal to purchase the last Phase (Phase 10) of the Project Area if the current Owners choose to sell their property, but excluding an approximately fifteen (15) acre portion of the Project Area that will be either sold or donated to a religious institution for non-secular Use (the “**Institutional Use Property**”). Wood Ranch represents that, consistent with its purchase rights, it will purchase of all real property within the Project Area, except the Institutional Use Property.
5. Owners owning or claiming title to all real property described in **Exhibit C** have petitioned to annex the Annexation Property into the City and to bind the Annexation Property to the terms of the Planned Community Hillside Zone (“PCH Zone”) and to the terms and conditions of this Agreement (the “**Annexation**”). Owners represent that all of their property that is proximate to the Project Area will be incorporated into the City as a result of the proposed annexation.
6. Together, the Incorporated Property and the Annexation Property are alternately referred to as the Project Area or as the “**Property**.”
7. Wood Ranch has entered into a project management agreement with Master Developer to manage all development of the Project Area.
8. Master Developer is wholly owned by principals of record with the City as of the date of this Agreement (“Principals”), who together have demonstrated to the City that they have extensive experience in developing and managing the development of mixed-use, new urbanist communities in Utah in which density has been transferred from publicly dedicated open space to a project area to increase density over the background zoning and concentrate development within designated development areas to effect a better public planning outcome: transferred and clustered density, more public and private amenities, more publicly owned open space, a more efficient use of public infrastructure, more exacting development standards, and implementation of a project-specific pattern book which effect the look of custom architecture and design, a higher assessed valuation per acre to support public services, a better sense of place, and a stronger sense of community compared to more traditional forms of exurban development.
9. Master Developer has fully funded the private planning and engineering services required to achieve conceptual approval of its development petition for the Project Area.
10. The management experience of the Master Developer that was acquired through its Principals, its exclusive authority to manage the development of the Project Area through its contract with Wood Ranch, Wood Ranch’s equitable ownership of the Project Area, and Wood Ranch’s demonstrated access to capital, identified in a corporate resolution dated as of December 10, 2021, in an amount that is sufficient to fully develop the Project Area, that is on record with the City:
  - a. are essential inducements to:
    - i. the City’s decision to Upzone the Project Area;
    - ii. make a long-term commitment to the Owners and to the Master Developer that will allow for sustained development of the Project Area; and
  - b. render Master Developer a “qualified Master Developer” as that term is used in the Proposed Zoning, and this Agreement.
11. Master Developer will not be considered a qualified Master Developer, if the principals of Master

Developer change, such that its principals no longer possess the same (or greater) level of expertise in developing those new urbanist communities described in Recital 8 above as the Master Developer’s principals (whose expertise as of the date of this Agreement is a matter of record with the City).

12. Owners, propose to develop the Property in ten (10) distinct and successive phases (each a “Phase”), through City subarea plan and subdivision processes, with corresponding dedications of required Transferred Development Open Space (“TDOS”) at each approved subarea plan stage, all as depicted on **Exhibit D** below. Each TDOS dedication requirement for each approved subarea plan shall meet or exceed the PCH Zone required TDOS dedication formula, based on proposed residential development densities for each Phase and the correspondingly required TDOS dedication area/s for that Phase.



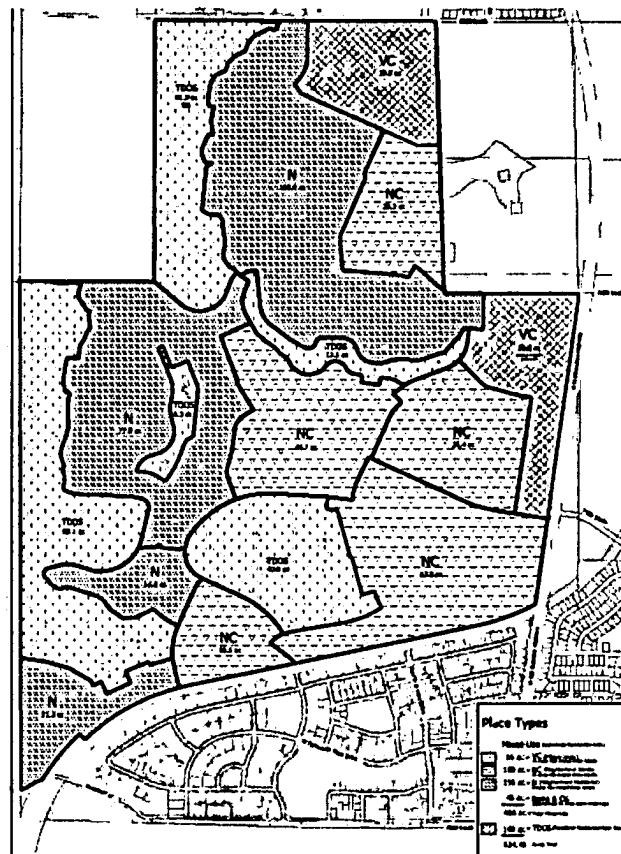
**Exhibit D—Development Phasing Plan**

13. As a condition of subarea plan approval, the Owner shall first dedicate required TDOS area by conservation easement, for the benefit of the City, in the form attached hereto as **Exhibit E**.
14. As a condition of final subdivision plat recordation, the Owner shall then, by warranty deed, or equivalent, transfer the TDOS area to the City, in fee simple absolute, insured to its full agreed value, with an extended coverage ALTA owner’s title policy, free of title exceptions (except for underground utilities), geologic hazards, and environmental contamination.
15. Owners agree that development of the Project Area under the new PCH Zone density granted in tandem with this Agreement is wholly contingent on development of the Owner’s property by a qualified Master Developer, and on phased development of the Property. Nothing in the foregoing statement shall prevent the Owners, through a qualified Master Developer from mass



grading the Project Area or from installing public improvements to serve areas within the Project Area in accordance with approved engineering and the construction quality assurance plan (“CQA Plan”) more specifically referenced in Exhibit J, in advance of scheduled Project Area phasing.

16. The Incorporated Property is currently within the City’s A-5 Agricultural Zone. The Annexation Property is currently zoned by Salt Lake County, for Mining and Extraction S-1-G. Each existing zone is referred to respectively in this Agreement as the “**Underlying Low-Density Zone.**”
17. Owners, through the Master Developer, have applied for a zone change from the Underlying Low-Density Zone designations to the PCH Zone, and certain designated Place Types, identified in Exhibit F, which serve as further subzone designations, within the PCH Zone. The PCH Zone and Place Types shall automatically apply to the Annexation Property once the Lieutenant Governor’s Office has certified its Annexation into the City, subject to the benefits, restrictions, and obligations of this Agreement.



**Exhibit F “PCH Zone Place Types/Proposed Zoning”**

18. A portion of the Annexation Property is currently being mined under a conditional use permit issued by Salt Lake County. Mining is not an allowed use within the City. With the permission of the Owner, TM Crushing is currently operating an extraction business on a portion of the Annexation Property under a valid conditional use permit (“Mining CUP”). Further, TM Crushing has applied to Salt Lake County to amend the existing conditional use permit to significantly expand the extraction business within the Annexation Property.

19. The City will consider the Mining CUP for extraction operations on the Annexation Property (which permit is not subject the subject of an appeal) that is in effect on or before the effective date of the Annexation, as a legal, non-conforming use within the Annexation Area and will allow extraction operations to continue within the Annexation Property under the Salt Lake County Mining CUP that exists on the date of Annexation, even though such mining operations are not otherwise allowed in the PCH Zone.
20. The PCH Zone requires the Owner to designate all property within the zone into four (4) distinct Place Types at the time of enactment of the PCH Zone designation. Development within each PCH Place Type is enabled and restricted by the terms of the PCH zone and is constrained by this Agreement. Together, the PCH Zone and designation of Place Types within the PCH Zone are referred to in this Agreement as the “**Proposed Zoning**.” A copy of the Proposed Zoning map and the designated Place Type areas for the Property under the Proposed Zoning is attached as **Exhibit F**.
21. Owners acknowledge that upon the City’s adoption of the Proposed Zoning—first as to the Incorporated Property and then as applied to the Annexation Property—all residential and non-residential density will be transferred from the TDOS Place Type areas identified in **Exhibit F** to the remaining Place Type designations within the Project Area.
22. Some of the Owners own agricultural land and occupy homes in an area that is designated as a “Neighborhood Center” Place Type in **Exhibit F** within Phase 10 of the Project Area in **Exhibit D** (the “**Farmstead Property**”). Such Owners shall be allowed to continue certain Underlying Base Zone Uses on the Farmstead Property and to enjoy certain limited development of the Farmstead Property in advance of a sale to a qualified Master Developer, all as detailed below in Section D.22.b.
23. The Parties acknowledge that the development and improvement of the Property pursuant to this Agreement will add substantial economic value for the Owners and that the specificity of this Agreement will provide certainty for all Parties throughout the term of the Agreement.
24. The City has determined that the proposed development contains features that advance the policies, goals, and objectives of the City General Plan, preserve and maintain the open and sustainable atmosphere desired by the citizens of the City, contribute to capital improvements that substantially benefit the City, and will result in planning and economic benefits to the City and its residents.

**NOW THEREFORE**, based upon the foregoing recitals and in consideration of the mutual covenants and promises contained herein, the Parties further agree as follows:

- A. **Recitals; Definitions.** The foregoing recitals are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such defined term in the City’s land use regulations approved as of the date of this Agreement.
- B. **Conditions Precedent.** As conditions precedent to the obligations of the Parties:

1. Conditions Precedent to Effect. This Agreement is contingent upon and shall become effective and shall give render effective an amendment to the City zoning map to Upzone the Project Area with the Proposed Zoning (the “Upzone”), only if:
  - a. The City amends its General Plan to anticipate the Proposed Zoning, which upon approval as described herein shall be referred to as the PCH Zone;
  - b. This Agreement is approved by a majority of the City Council, and is signed and acknowledged by the Mayor, the authorized representative of each Owner, and the authorized representative of the Master Developer;
  - c. As to the Annexation Property within the Project Area: the City Council approves, and the Mayor executes, an ordinance annexing the Annexation Property and adopting a map amendment to zone the Annexation Property with the PCH Zone designation, and the Lieutenant Governor certifies the annexation (“Annexation”);
  - d. As to the Incorporated Property within the Project Area: The City Council approves, and the Mayor executes, an ordinance and map amendment (subject to the terms of this Agreement) to rezone the Incorporated Property from the Underlying Low-Density Zone to the Proposed Zoning (“Incorporated Property Upzone”);
  - e. The Incorporated Property Upzone is properly published and is not legally challenged or referred (or if challenged or referred, the Owners fund in advance, and as requested, all of the City’s costs to defend the Incorporated Property Upzone ordinance and the City is ultimately successful in defending the challenge or referenda); and
  - f. As to the Annexation Property: the Annexation Ordinance is properly published and is not legally challenged or referred (or if challenged or referred, the Owners fund in advance, and as requested, all of the City’s costs to defend the Annexation and the Annexation Property Upzone and the City is ultimately successful in defending the challenge or referenda).
2. Initial Execution of This Agreement Does Not Supersede Legislative Discretion. The initial execution of this Agreement is neither intended to, nor does it affect or in any way, bind or supersede the independent exercise of legislative discretion by the City Council in deciding whether to approve or deny the petition to Upzone the Incorporated Property, to annex the Annexation Property into the City with the PCH Zone designation, to contest the results of any third-party legal challenge or referenda, nor to any future action of the City Council that is generally required to ensure the health, safety, and welfare of the citizens of the City.
3. Effect of Third-Party Challenge or Referendum. If the City Council’s decision to Upzone the Incorporated Property is contested by a third-party or is referred to the voters, the Owners understand that their favorable resolution of any contest to, or referendum of, the Incorporated Property Upzone is a condition precedent to that Upzone. If the City

Council's decision to annex and Upzone the Annexation Property is contested by a third-party or is referred to the voters, the Owners understand that their favorable resolution of any contest to, or referendum of, the Annexation and Upzone decision associated with the Annexation, is a condition precedent to giving effect to the Annexation and its associated Proposed Zoning. Master Developer and the Owners shall fund in advance, and as requested, all of the City's costs to defend the City and further shall hold the City harmless from any claims or challenges that arise from the:

- i. Incorporated Property Upzone; or the
- ii. Annexation and Upzone of the Annexation Property.

4. Commitment to Exclusive Development by Qualified and Approved Master Developer. The rights and obligations exchanged herein are conveyed pursuant to the Owners' and Master Developer's joint request for a comprehensive rezone and Annexation, their joint commitment to dedicate certain lands and infrastructure to the public, and their joint commitment to subject the entire Project Area to this Agreement, which rights and obligations herein have been extensively negotiated by all Parties. Except Wood Ranch, the current Owners have no experience in new urbanist land development and have no capacity to perform most of the obligations herein without the aid of a qualified Master Developer. The rights and obligations granted herein have been derived from the Owners' and the qualified Master Developer's submission of a Project Area development application, their individual execution of this Agreement, and their mutual commitment to the City to employ the specific development expertise of the qualified Master Developer, or a similarly qualified Master Developer, and the financial resources of Wood Ranch, to create a specific type of new urbanist community. As such, the authority of the Owners to receive any Upzone granted herein, and thereafter to develop the Property pursuant to the terms of this Agreement require the qualified Master Developer, or another qualified Master Developer (with the prior written approval of the City granted pursuant the terms of this Agreement), to:

- i. develop each Phase of the Project Area, with all required and associated TDOS area/s for each Phase;
- ii. develop the entire Project Area in the general order and sequence depicted on **Exhibit D**; and
- iii. comply with the terms and conditions of this Agreement.

C. **Governing Regulations/Controlling Document.** The Property, if developed, shall be developed in accordance and consistent with the requirements and benefits provided for under the Proposed Zoning as it will amend the current City Code, all as further constrained by the provisions of this Agreement. If there is conflict between the City Code approved as of the date of this Agreement, and this Agreement, such that provisions of the City Code approved as of the date of this Agreement (or any subsequent amendment to the City Code) could be construed to grant more development rights, or fewer development obligations, than are allowed by this Agreement, the terms of this Agreement shall control. The specific land use regulations, standards, and (where applicable) deviations from standard provisions of the City Code approved as of the date of this Agreement, shall be the zone-specific standards for the Project Area (the

“Zone-Specific Standards”) upon which Owners, the Master Developer, and the City may rely for the term of this Agreement, subject only to the exigencies arising from the City’s declaration of an actual and compelling, countervailing, public interest, as that term is defined in *Western Land Equities*, 617 P.2d 388 (Utah 1980), that would prevent the City from honoring its terms. The uses, configurations, and densities authorized for the Project herein shall be governed by this Agreement, the Zone-Specific Standards, and the City Code approved as of the date of this Agreement. Notwithstanding the foregoing, any person applying for a building permit, subdivision plat, or site plan, within the Project shall be subject to the building, electrical, mechanical, plumbing, and fire codes, and the impact and permit application fees, in effect at the time the person files a complete application for that development with the City. To the extent that the Zone-Specific Standards or this Agreement is silent as to any matter pertinent to the development of the Project Area, and there has not been declaration of an actual and compelling, countervailing, public interest that meets the requirements of this Agreement, the Parties rights and obligations shall be controlled by the City Code approved as of the date of this Agreement and by this Agreement.

D. **Development Obligations.** In addition to the provisions of the City Code approved as of the date of this Agreement, development of the Project Area shall be further constrained as follows:

1. Project Description. The Project Area shall be developed as a mixed-use, new urbanist, community in which density has been transferred from TDOS Place Type areas and has then been increased over the Underlying Low-Density Zoning to effect a better public planning outcome consisting of: transferred and clustered density, significant public open space dedication, more public and private amenities, a more efficient use of public infrastructure, more exacting development standards and implementation of a project-specific pattern book which effect the look of custom architecture and design, a higher assessed valuation per acre to support public services, a better sense of place, and a stronger sense of community compared to more traditional forms of exurban development.
2. Place Types. The Project Area shall be developed in four (4) distinct Place Types: Neighborhood, Neighborhood Center, Village Center, and TDOS, each as depicted on **Exhibit F**.
3. Land Uses. The PCH Zone authorizes specific land uses and maximum residential densities within each Place Type, which have been further refined by this Agreement.
4. Cumulative, Stand-Alone Phases. Each distinct Phase of the Project Area (**Exhibit D**), together with all prior approved development within the Project Area, must comply with the regulations established in the PCH Zone and the provisions of this Agreement.
5. Residential Development Units; and Non-residential Development Density.
  - a. *Maximum Residential Density.* In addition to the maximum non-residential development density described further below, the maximum number of potential Residential Development units within the entire Project Area is 3,068 (the “**Maximum Residential Density**”). A maximum of 10% of the single-family residential units within the Project Area may include Accessory Dwelling Units .

These allowed Accessory Dwelling Units do not count as additional Residential Density for the purposes of calculating the Maximum Residential Density allowed above.

- b. *Phased Development.* The Project Area shall be developed sequentially, in ten (10) successive Phases, complete with PCH Zone-required TDOS dedications, all as generally depicted on **Exhibit D**. However, limited development may occur out of the required phasing sequence to accommodate an Institutional Use of the Institutional Use Parcel, to allow for limited Underlying Low-Density Zone use of the Farmstead Property as described in Section D.22.b below, or to facilitate the orderly installation of public infrastructure. Each Phase shall be subject to a single subarea plan for that Phase and may include one or more subdivision plats and site plans.
- c. *Maximum Residential Development Density by Phase Determined for Phases 1-5.* In addition to the limit imposed by the Maximum Residential Density allowed for the Project Area, the maximum residential development density within each Phase of the Project is limited by the maximum potential residential development density detailed for Phases 1, 2, 3, 4, and 5 within **Exhibit D** and as further subject to the terms of this Agreement.
- d. *Maximum Residential Development Density within Phases 6-10 Contingent on a New, Approved CQA Plan.* In addition to the limit imposed by the Maximum Residential Density allowed for the Project Area, the maximum residential development density within Phases, 6, 7, 8, 9, and 10 will be limited by three factors:
  - i. the maximum residential density detailed in **Exhibit D** for each Phase;
  - ii. the results of the required geotechnical evaluation and Construction Quality Assurance Plan for those areas; and
  - iii. as further limited by this Agreement.

The required CQA Plan for Phases 6-10 shall be of similar quality, depth of analysis, and detail as the petitioner for this development approval provided the City for the property within Phases 1-5 (see **Exhibit J**). Owner shall fully fund the City's out of pocket expenses to obtain third party consultant review, collaboration with the consultant to achieve recommendations to the City Engineer consistent with this Agreement for the City Engineer's determination of adequacy of compliance with the existing CQA Plan and the adequacy of and compliance with the new CQA Plan, which shall be determined in the manner, scope, and detail as the process the petitioner employed to achieve the same quality of evaluation and CQP Plan as has been achieved for Phases 1-5 (**Exhibit J**).

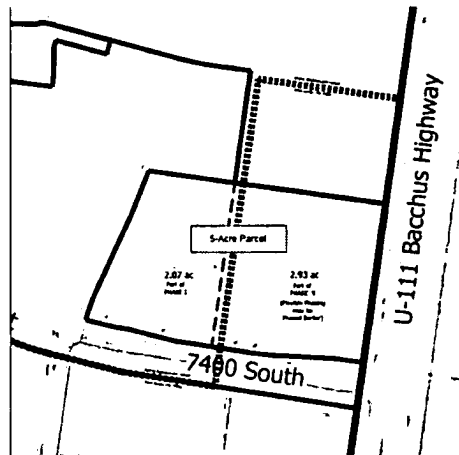
- e. *Multifamily Includes all Attached Product.* For the purposes of this Agreement, all units with a common wall, roof, or floor, including all apartments, stacked flats, townhomes, triplexes, and duplexes are considered multifamily residential units.
- f. *Single Family Development Precedes Multifamily Development.*

- i. No multifamily residential units may be constructed, nor shall any person or entity commence construction of multifamily residential units, that exceed the number of detached single-family homes that have received certificates of occupancy from the City within the Project Area.
- ii. Section D.5.f.i. above notwithstanding:
  - (1) Owner may construct up to twenty (20) townhome units within Phase 1 prior to receiving a certificate of occupancy for a detached single-family home. Owners shall fully comply with the provisions of subsection D.5.f.i above thereafter, meaning: after receiving a building permit for the 20<sup>th</sup> townhome unit, the Owner must receive a certificate of occupancy for the 23<sup>rd</sup> single family detached home prior to seeking a building permit for the next multifamily structure and the Owners must remain in compliance with Section D.5.f.i. above thereafter, except as allowed in Section D.5.f.ii.(2) below.
  - (2) Owners may obtain a building permit for up to a total of 300 stacked flats/apartments so long as the Owners have received at least fifty (50) certificates of occupancy for detached single family homes more than the Owners have requested building permits for multifamily housing units within the Project Area. Owners may not construct additional stacked flats/apartments prior to receiving a certificate of occupancy for the 1000<sup>th</sup> detached single-family home and prior to submitting a complete application for the 2000<sup>th</sup> building permit attributed to Residential Development density.
- g. *Limitation on Stacked Flat/Apartments.* No more than 600 residential units within the entire Project shall be configured as stacked flats or apartments.
- h. *Commercial Density.* In addition to the maximum Residential Development density allowed for the Project Area, the maximum gross floor area of all Commercial density shall be 250,000 square feet (subject to increase only for additional Commercial development of the 5 Acre Parcel described in Section D.6.c. below). All Commercial uses within a Phase, if any, shall be incorporated into the subarea plan, traffic impact study, and public utilities plan for that Phase.
- i. *HOA Density/Public Restaurant.* In addition to the maximum Residential Development density allowed for the Project Area, the maximum gross floor area of all enclosed HOA amenities is 50,000 square feet. All enclosed HOA amenities shall be incorporated into each subarea plan and public utilities plan. Owners shall construct at least 3,000 gross square feet of this density as a portion of an HOA Base Camp that may be accessed by the general public during normal hours of operation and additional density, and shall additionally construct enclosed bathrooms, showers, and facilities associated with an outdoor pool, for the private use of the residents within the area designated as Phase 1 on Exhibit D. The HOA Density limit incorporated herein shall include all HOA and any sub association or other community association density.

- j. *Institutional Use Density.* In addition to the maximum Residential Development density allowed for the Project Area, at least 15 acres of the Project shall be used as a City building, public library, place of worship, or public school (“**Institutional Use**”). These uses are not limited in their maximum floor areas. However, all city buildings, public libraries, places of worship, and public schools shall be incorporated into the applicable subarea plan and public utilities plan of its corresponding Phase.
- k. *Concurrency Required.* All development will be limited in scope to Owners’ reserved capacity in public utilities and to the construction of required public infrastructure.

6. Commitment to A Mixed-Use Development. At a minimum:

- a. *3000 Square Foot Restaurant or Bistro.* Prior to receiving a building permit for the 500<sup>th</sup> residential unit, and for a minimum period of ten (10) years thereafter, Owners shall construct and shall operate, or cause to be operated, a bistro or restaurant of at least 3,000 gross square in floor area, with an assembly kitchen and tenant finishes similar to The Hub, located at 6172 West Lake Ave., South Jordan, UT 84009 (“The Hub”) **Exhibit K**, that is and will be held open to the general public in a commercially reasonable manner, five days per week.
- b. *Live/Work Units.* Within the first subdivision plat within a Village Center Place Type (**Exhibit F**), and as a condition of plat approval, Owner shall construct, or shall cause to be constructed, a minimum of twelve (12) Live/Work units. A Live/Work Unit is an attached building form with a minimum of a 60% glass façade and commercial store front on the first floor that is oriented to a street, has a minimum first floor height of ten feet (10’), a minimum finished first floor space (excluding the garage area) of 400 square feet, and includes residential uses above the first floor.
- c. *5 Acre Parcel.* As a condition of subarea plan approval within Phase 9, Owner, at no cost to the City, shall offer to dedicate to the City, free of charge, liens, encumbrances, and environmental contamination, a 5-acre parcel at the corner of 7400 South and U-111 described in **Exhibit G** (“5 Acre Parcel”) and depicted in **Exhibit G-1**.



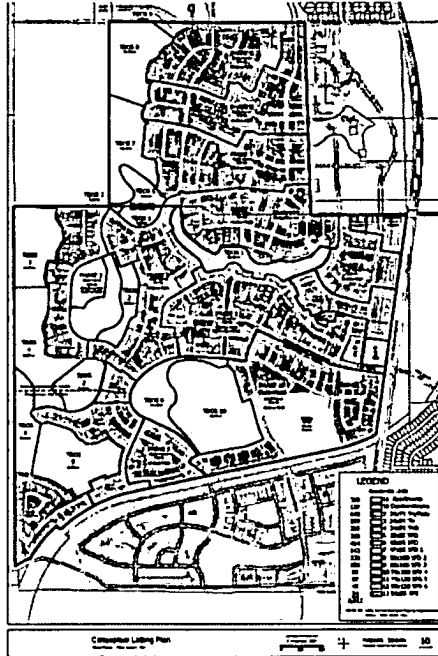
**Exhibit G-1**



- i. Initially, Owner shall use approximately 2.07 acres (as depicted on **Exhibit G-1**) of the 5 Acre Parcel for storm water retention requirements of the Project Area. Owner shall maintain ownership of the 5 Acre Parcel until such time as the City accepts Owner's "no cost" offer of dedication, subject only to Section D.6.c.iii.(2) below.
  - ii. Prior to authorizing the Master Developer to submit a subarea plan application for Phase 9, Owner, at no cost to the City shall offer to transfer the 5 Acre Parcel to the City, by warranty deed, or equivalent, insured by an extended coverage ALTA owners' title policy, free of liens, encumbrances, and environmental contamination, all to the satisfaction of the City Attorney.
  - iii. If the City determines to accept Owner's offer of dedication, the City may keep the property in its dedicated condition, develop the land as a park, or develop all or a portion of the 5 Acre Parcel as a Commercial use, under the following conditions:
    - (1) In advance of applying for commercial development of the 5 Acre Parcel the City shall first provide to the Master Developer at least 30 days' written notice ("**Review Period**") of its intent to advance the commercial development of the 5 Acre Parcel, along with the proposed plans, development schedule, design, proposed land sales price and development cost (if disclosed to the City), and the analysis of the City's derived economic benefits therefrom ("**City Development Proposal**");
    - (2) Before the expiration of the Review Period, the Master Developer may commit to develop and/or acquire and develop the 5 Acre Parcel in a manner that will generate the same or better aesthetic and economic benefit to the City, under the same development schedule and terms consistent with the City Development Proposal;
    - (3) Any commercial development on the 5 Acre Parcel shall not exceed 75,000 gross square feet, excluding structured parking. Such development shall be considered in addition to the maximum Commercial density (250,000 square feet) provided for the Project Area and shall comply with all land use regulations and Pattern Book (defined below) provisions that are common and applicable to the Project Area.
7. Pattern Book. Within each Place Type, development shall be designed consistent with the standards detailed in the PCH Zone and as further constrained by the Wood Ranch Architectural + Landscape Pattern Book dated December 1, 2021 and filed with the City Community Development Department (the "**Pattern Book**"), to create distinct, compact, neighborhoods, featuring streetscapes with pedestrian friendly architecture that is curated to create the appearance of custom construction, non-duplicative design, place making public spaces, and sustainable public and private landscaping. The Parties agree that development within the Project Area is limited to the specific development forms and the approved standards for the specific development forms that have been identified in the PCH Zone and as refined by this Agreement. The Parties further agree that the Owners,

through a qualified Master Developer, may propose revisions to the Pattern Book to the extent that such proposed revisions enhance the quality of the Project Area and the built community.

- a. *Conceptual Lotting Plan.* Project Area density shall be apportioned in a manner that is roughly consistent with the conceptual lotting plan, attached hereto as **Exhibit H**:

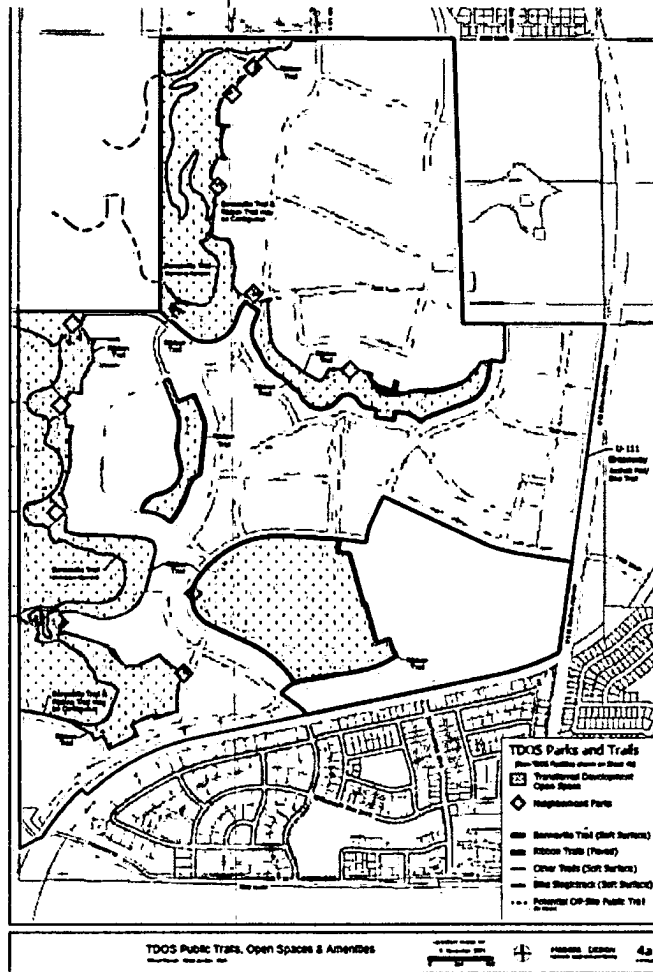


**Exhibit H--Conceptual Lotting Plan**

- b. *Pattern Book Provisions Shall Be Permanently Incorporated into Subdivision Deed Restrictions.* Components of each Phase shall be subdivided and governed by coordinated covenants, conditions, and restrictions that incorporate, for the term of this Agreement, to the satisfaction of the City Attorney, those relevant provisions of the Pattern Book that will assure a new urbanist form of development. A new urbanist form of development includes: a “front porch streetscape”; custom-construction appearing architecture; human scale site planning; building placement with direct access to streets (not to surface parking lots); building design that creates visual interest from public places, building façades with sufficient relief that create outdoor rooms and memorable gathering spaces; and pedestrian-scaled street lighting--all as more specifically represented in the exhibits presented by Master Developer to the City Council, a compendium of which is attached hereto as **Exhibit I**.
- c. *Master Developer Application:* Except as provided in Section D.7.d below, each land use or development application within the Project Area shall be submitted by the Master Developer.
- d. *Approval Required.* Except for the development of a non-secular use on the Institutional Use Property, or the limited development of the Farmstead Property described in Section D.22.b below, the written approval from the Master Developer confirming to the City that any application for development within the Project Area

conforms to the covenants, conditions, and restrictions, as well as the Pattern Book, is a condition precedent to any Owner submitting any commercial site plan or building permit application.

8. City As Intended Beneficiary of Certain CC&R Provisions. The City is and shall be an intended beneficiary of each set of recorded conditions, covenants, and restrictions to the extent those covenants enforce the continuing obligations to the City of the Owners, the Master Developer, the HOA, and the community associations within the Project Area related to development, redevelopment, Geotechnical Assurance Fund System (defined elsewhere), and maintenance obligations described in this Agreement.
9. Grading. Prior to any further property division, development, or transfer of any interest in the Project Area to a third party, other than a wholly owned and wholly controlled affiliate of the Owner or the qualified Master Developer, the area subject to property division, subdivision, development, or transfer must be reduced to an approved subarea plan attributable to at least one Phase (and may include a logical portion of another Phase) and shall be mass graded, pursuant to and in compliance with the CQA Plan attached hereto as **Exhibit J** (or as later prepared and approved for the Annexation Property and the Farmstead Property), with a Geotechnical Assurance Fund System recorded on the Property, (to be included in the HOA's obligations and recorded on the Property), in substantially the same form as that attached hereto as **Exhibit L**. The CQA Plan (**Exhibit J**) addresses geotechnical and construction grading issues in Phases 1-5 (with associated TDOS areas) that were raised in a 2021 geotechnical evaluation conducted by IGES on behalf of the Master Developer, at the City's request. Prior to further property division, development, or transfer of any interest, other than a wholly owned and wholly controlled affiliate of the Owner or the qualified Master Developer, in Phases 6-10 (with associated TDOS areas) Owners shall conduct a similar geotechnical evaluation of these areas. Additionally, Owners shall fund, through an out-of-pocket account, the City's expert review of a new, proposed geotechnical evaluation and construction quality assurance plan, all to the City Engineer's satisfaction. Such new study and plan may curtail or modify petitioner's conceptual lotting plans for development within Phases 6-10 (**Exhibit H**).
10. TDOS.
  - a. *Limitations on Development of TDOS Land*. At a minimum, the Owners shall dedicate to the City for public use and access, 169 acres of TDOS designated Place Type hillside, ridgeline, and native grasslands area, that is ungraded and undisturbed. Any grading or disturbance required to fully remove identified slide areas and geologic hazards within the TDOS and to restore the areas of disturbance, as well the grading or disturbance required to build at least 12,000 linear feet of improved mountain bike trails and pedestrian paths, and at least 14,000 linear feet of paved trails and required underground utilities within the TDOS shall not fall within the grading and disturbance prohibition. The dedicated TDOS land shall be preserved in perpetuity for public access and use. The general configuration of public trails, hillside, ridgeline, and native grasslands within the TDOS areas are depicted below and in **Exhibit M**



**Exhibit M**

- b. *TDOS, Trail Construction, and Dedication: Subdivision and Phase Requirements.*  
 Prior to recordation of each subdivision plat, Owner shall:
- i. remediate and restore all identified slide areas and geotechnical hazards;
  - ii. construct all paved trails within the subdivision and the required TDOS dedication area;
  - iii. develop the soft public trails required throughout the TDOS area and the subdivision that are required for the subdivision or site plan approval of the corresponding Phase; and
  - iv. transfer the required TDOS Place Type area by warranty deed, or equivalent, as set forth below.
  - v. Except for trail construction, the foregoing TDOS, restoration, remediation and dedication responsibilities:

- I. are not considered “subdivision infrastructure improvements” for the purposes of this Agreement;
- II. must be completed prior to plat recordation; and
- III. may not be deferred until a later date by use of the infrastructure assurance system.

- c. *TDOS Area Dedication Required for Each Phase and for Each Final Plat.* The Owners, as a condition of each subarea plan approval, shall execute a conservation easement over the area of TDOS land that corresponds to the proposed subarea density. The conservation easement shall be in the form attached to this Agreement as **Exhibit E** and shall comply with the TDOS area dedication requirements as a condition of subarea plan approval in the areas roughly as shown as TDOS Place Type for each Phase. Final TDOS dedication shall occur by warranty deed, or equivalent, prior to recordation of each Final Plat or approval of a Final Site Plan as provided in Section D.10.g. below.
- d. *Remediation/Restoration.* TDOS Place Type areas shall be land restored to its natural state in a manner approved by the City, with any identified geologic hazard fully resolved, prior to the Owner’s transfer to the City by warranty deed, or equivalent.
- e. *TDOS and Publicly Accessible Open Space Improvements.* All TDOS and Publicly Accessible Open Space (defined below) improvements shall be constructed consistent with City standards and regulations and as provided further herein.
- f. *TDOS Trails Construction.* Owner shall construct required trails and amenities on the applicable TDOS area to the City’s satisfaction. TDOS Trails shall generally conform to the alignments depicted in **Exhibit M**.
- g. *Form of Final TDOS Dedication.* Final dedications of TDOS Place Type areas are a condition of approval of each final subdivision plat and shall be made by warranty deed, or equivalent, insured at the Owner’s expense, in an amount agreed to by the Parties, for the benefit of the City, with a clean geotechnical evaluation once all construction and remediation has concluded, a clean Phase I environmental report as of the date of transfer, and an extended coverage ALTA owner’s title insurance policy issued from a title company agreed to by the City and the Owner, in an amount agreed to by the City and the Owner, all to the satisfaction of the City Attorney.

11. Additional Publicly Accessible Open Space Required For each Phase. Distinct from, and in addition to, the required dedication of TDOS area identified in the Proposed Zoning adopted concurrently with this Agreement, the Owner, as a condition of subarea plan approval, shall identify anticipated “**Publicly Accessible Open Space**”. As a condition of subdivision plat approval, Owner shall identify on each subdivision plat those areas that will be maintained by the HOA, a community association, or an adjoining property owner, will be open to the public, for public use, and will be designated as Publicly Accessible Open Space. The Owner shall include as Publicly Accessible Open Space at least five percent (5%) of the subarea plan, measured on a running, cumulative basis

throughout the Project Area, the public use of which will be confirmed in a separate covenant or deed restriction, in a form and manner approved by the City Attorney.

12. Publicly Accessible Parks and Open Space. Except as specifically provided herein, Owners, shall cause all improved and Publicly Accessible Open Space to be maintained and insured by the HOA. In addition to sidewalks constructed in each subdivision, and the required TDOS area dedication, Master Developer shall build and dedicate to the HOA and allow for public access to a minimum of 13,000 linear feet of hard surface trail (minimum hard surfaced width of 8') throughout the Project Area and a minimum of 423 linear feet of hard surface trail for every 100 Residential Density units measured on a running, cumulative, basis as each Phase of the Project Area develops.

- a. Sidewalks immediately adjacent to streets and paved alleys are not included in the foregoing trail construction obligation. The City will maintain hard surfaced trails on City-accepted, and publicly dedicated property only. Such public dedication and maintenance obligation for hard surfaced trails shall be accepted only by deed and not by plat note. City will not maintain hard or soft surfaced trails owned by the HOA, any community association, or any private entity.

13. Combined TDOS/Publicly Accessible Open Space Requirement. While Project Area density may be concentrated in early Phases of the development, allowed density within each Phase may not advance ahead of required TDOS and Publicly Accessible Open Space dedications, such that Owners shall dedicate, in perpetuity, at least six and two tenths (6.2) acres of TDOS and Publicly Accessible Open Space (measured together on a running, cumulative basis throughout the Project Area) for every 100 Residential Development density units.

14. Community Amenities.

- a. Owners shall build and operate (or cause to be operated):
  - i. a private recreation/fitness center and community pool complex prior to the issuance of the 500<sup>th</sup> residential building permit within the Project;
  - ii. a 1/4 acre community event lawn with pavilion adjacent to the first private recreation/fitness center and community pool complex;
  - iii. for each sub area plan, children's play equipment and pocket park within each distinct neighborhood;
  - iv. community garden plots throughout the Project Area, as identified in the subarea plans;
  - v. neighborhood parks in areas depicted on **Exhibit M-1**;
  - vi. as each subdivision is platted, the spine of the community-wide public trail network located within each subdivision. **Exhibit M-1**; and

- vii. a second private recreation/fitness center and community pool complex prior to the issuance of the 2000<sup>th</sup> Residential dwelling unit building permit within the Project Area.
  - b. All Community Recreation Amenities and all improved parks and trails outside of the TDOS Place Type, regardless of ownership, shall be maintained by the Owners by causing the HOA (or a community association) to assume the perpetual maintenance obligation in writing. In a written document that is separate and distinct from a subdivision plat or site plan, and through the sole legislative discretion of the City Council, the City may choose to accept a dedication to the public of a specific recreation amenity and may accept maintenance responsibility for such amenity.
  - c. All community amenities from which the public is generally excluded, or must pay a fee to use, are excluded from the calculation of required dedicated Publicly Accessible Open Space.
15. Soft Trails Construction. The City currently has no standards for soft trails construction. The Parties agree that all soft trails construction throughout the Project shall comply with one of the trails profiles shown in **Exhibit N**.
16. Transportation. The Owners have not proposed transportation and circulation plans with sufficient detail or analysis to determine the sufficiency of its proposed transportation system. As such, the City will evaluate Project Area transportation systems and adequacy of transportation corridor connections among adjacent properties when a complete traffic impact study is generated, based on the proposed subarea plan, and when the Project Area parameters are further clarified.
- a. *Incorporate Future Plus Project Conditions*. At a minimum, the traffic impact study shall incorporate the addition of transportation improvements in each Phase of the Project Area of the Project Area that have been identified in current City transportation plans, including projects identified as:
    - i. Future (2026) Plus Project Conditions the significant details of which are found in **Exhibit P**; and
    - ii. Future (2041) Plus Project Conditions, the significant details of which are found in **Exhibit Q**.
  - b. *Transportation Spine*. The Project Area shall include a balanced transportation spine generally configured as follows and depicted below and in **Exhibit R**:
    - i. All depicted roads and road connections within **Exhibit R** are required.
    - ii. Simultaneous with sub-area plan approval within Phases 4, 5, and 10, respectively, Owners shall at no cost to the City, dedicate sufficient land to construct and maintain adequate slope design to allow the City to complete at grade railroad crossings at each of the areas indicated on **Exhibit S**.

- iii. Water, sewer, and storm drain facilities shall be located within street rights-of-way to the greatest possible extent. The City will consider allowing the location of water and sewer lines, as well as storm drain facilities within unpaved drainage areas, within City rights-of-way.
- iv. Public or private utilities or service providers such as but not limited to gas, power, communications, fiber-optics, and data shall be placed in public utility easements and not in City street rights of way, unless in the sole discretion of the City it is authorized expressly and separately from a general public utilities dedication on a subdivision plat or as part of crossing a City street to access another public utility easement.
- v. The City shall initially determine whether parking will be allowed along City rights-of-way during the subarea plan phase. Roads designated for no parking or parking on one side of the street shall be signed and marked adequately for compliance and enforcement. The City Traffic Engineer is authorized, throughout the life of the project, to determine parking restrictions, require parking signs, and pavement markings.
- vi. As a condition of subarea plan approval for each adjoining Phase, and in no instance later than the application for the 1500<sup>th</sup> building permit, Owners shall complete the off-street trail on the west side of U-111, outside of the UDOT ROW, to the City's satisfaction and as generally depicted on **Exhibit T**. Such off-street trail shall cross the railroad tracks on a private right-of-way, outside of the UDOT right of way. The trail shall be constructed consistent with **Exhibit T**.
- vii. Owner shall fund and shall cause the HOA (or applicable community association) to perpetually maintain all alleys. Maintenance shall include:
  - a) prompt repair of any broken concrete and/or physical damage thereto, including displacement or subsidence, to ensure pedestrian and vehicular safety and the physical integrity of each alley;
  - b) sweeping in the spring, summer, and fall months; and
  - c) snow plowing and snow removal on a first priority basis.
- viii. If the City receives from the state of Utah "Class C" road funds attributable to circulation alleys, as that term is defined in state law, the City shall enter into a service provider contract with the HOA to partially fund the HOA's alley maintenance obligation, with "Class C" road funds attributed to the circulation alleys within the Project Area. At a minimum, such service provider contract shall include the HOA's commitment to restrict the use of such funds exclusively to the maintenance of publicly-dedicated and accepted alleys within the Project Area and to account for the use of such



funds, in the manner required by the City and, where applicable, by the State Auditor.

- ix. Except as provided in subsection D.16.b.x. below, alleys shall conform to the minimum standards detailed in the PCH Zone and shall incorporate a minimum road profile of 20 feet, with at least 16 feet of concrete paved surface.
- x. The foregoing notwithstanding, each alley shall incorporate a minimum road profile of 24 feet, with at least 20 feet of concrete paved surface:
  - a) if it serves as:
    - (1) fire access; or
    - (2) utilities access; or
  - b) if it provides:
    - (1) access to more than 34 units; or
    - (2) access to between 26 to 34 residential units unless there are driveway aprons, or 4' x 20' bulb outs, that are spaced no more than 35' apart on each side of the alley; or
- xi. All right-of-way construction and dedication shall comply with the standards and specifications published by the City Engineer.
- xii. All alleys shall accommodate a minimum turning radius of 24' at each bend or intersection.

17. Public Right of Way Landscaping. Within the landscaped portion of each road profile, Owner shall cause to be installed and maintained landscaping, that complies with the City standards and specifications.

18. Construction of Necessary Infrastructure to Service the Project. If an Owner chooses to develop in a portion of the Project Area that is without adequate infrastructure to support the development, Owner shall construct or cause to be constructed and installed:

- a. all of the City-required public and private infrastructure, including, but not limited to, roads and utilities that are located within the Project Area that are necessary to serve that portion of the Project Area, which is the subject of an application for development approval; and
- b. any off-site property acquisition, easement, and improvement to infrastructure that are necessary to connect Project Area utilities to existing utilities located outside the Project (collectively referred to as "**Infrastructure**"). All City Infrastructure must be constructed pursuant to City standards. Before any offer of dedication of Infrastructure to the City will be accepted, the City Engineer or his/her designee must first inspect

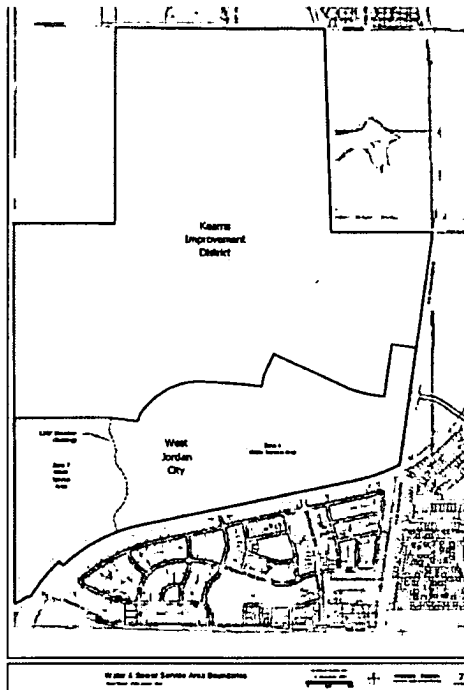
and determine that the Infrastructure has been constructed according to City standards, is warranted, and complies with this Agreement.

19. Infrastructure Phasing Plan—No Public Infrastructure Currently Serves the Project Area.

- a. *Concurrency with City Infrastructure.* The City does not currently have water, sewer, or storm water infrastructure to service any portion of the Project.
- b. *Water Tanks.* The Project is located within two water pressure zones, Zone 6 and 7, as defined in the City's Water Infrastructure Master Plan.
  - i. The City has identified two potential Zone 5 Tank sites and utility easement corridors to serve the Zone 5 Tank within the Farmstead Property. The City shall determine which of the two sites it desires within 270 days of the date of this Agreement (**Exhibit U**) and shall provide notice of its selection to the Owner. Within 30 days of the City's notice, the Owner shall dedicate at no cost to the City, clear, unencumbered, title to all land and easements required for the City's selection of a Zone 5 Tank site and easement alignment for a 5 MGD, Zone 5 storage tank, pump station, and transmission lines, all as depicted in **Exhibit U**.
  - ii. If Owners plan to develop prior to City construction of necessary infrastructure, Owners shall fulfill the following concurrency conditions in the time and manner provided below:
    - (A) **Zone 5 Tank.** Owners may not develop in the Project Area served by Zone 6 until the City has constructed the Zone 5 North Tank, pump station, and transmission lines ("**Zone 5 Tank**"). Construction of the Zone 5 Tank will relieve pressure from the Zone 6 service area. The City has not committed to build the Zone 5 Tank within a specific time frame. If Owners desire to develop in the Project Area that will be served within the Zone 6 service area prior to the City's construction and operation of the Zone 5 Tank, Owners shall construct and dedicate to the City the Zone 5 Tank, pump station, and transmission lines. The Zone 6 Tank service area within the Project Area is depicted on **Exhibit V**. Upon completion of the Zone 5 Tank, the Owners may access up to 800 equivalent residential connections upon reservation of such water. If Owners construct the Zone 5 Tank, pump station and transmission lines, they may be eligible for water storage impact fee credits, or water storage impact fee component reimbursements, to the extent such components are System Improvements within the Impact Fee Facilities Plan in effect on the date of the tank construction, or such other reimbursement as the Parties may negotiate.
    - (B) **Zone 7 Tank.** Owners may not develop in the Project Area served by Zone 7 until a minimum 2 MGD Zone 7 storage tank, pumping station, and transmission pipelines ("**Zone 7 Tank**") are built and operational. The Zone 7 Tank service area within the Project Area is depicted on

**Exhibit V.** The City has not committed to build the Zone 7 Tank within a specific time frame. If Owners desire to develop in the area that will be served by the Zone 7 Tank prior to the City’s construction and operation of the Zone 7 Tank, Owners shall acquire and dedicate to the City sufficient land outside of the Project area to site the Zone 7 Tank. By constructing and dedicating the Zone 7 Tank, the Owners may access up to an estimated 111 additional equivalent residential connections upon reservation of such water and may be eligible for water storage impact fee credits, or water storage impact fee component reimbursements to the extent such components are System Improvements within the Impact Fee Facilities Plan in effect on the date of the tank construction, or such other reimbursement as the Parties may negotiate.

- c. *Concurrency with Kearns Improvement District Infrastructure.* A large portion of the Project Area is located outside the City’s water and sewer service areas. Owners have annexed the area shown in **Exhibit V** into the Kearns Improvement District (“KID”) for water and sewer service.



**Exhibit V**

- i. KID has agreed to provide up to 2,200 equivalent residential units of culinary water and sanitary sewer connections, with sewer treatment, to the KID service area shown in **Exhibit V**. An equivalent residential unit is that amount of water required by the Utah State Division of Drinking Water for one culinary water connection to a single-family residence.

- ii. The Project Area shall be developed first in the KID service area, with sewer and municipal water infrastructure developed, installed, and served, consistent with the First Amendment to the Water and Sewer Interlocal Cooperation Agreement between the City and the KID Development Agreement dated December 4, 2020.
  - iii. The City will not provide sewer service or water service to the area depicted as the KID service area in **Exhibit V**.
- d. *City Water*. The City has attributed no more than 911 equivalent residential connections to the City service area shown on **Exhibit V**. These equivalent residential connections require improvements to both Zone 5 and Zone 7 infrastructure and the continued supply of culinary water from the Jordan Valley Water Conservancy District. An equivalent residential connection is that amount of water required by the Utah State Division of Drinking Water for one culinary water connection to a single residence.
- i. No Reserved Water. Owners have not reserved any water utility connections with the City. As such, the City is not obligated to provide culinary water equivalent residential connections for the Project, or to allow water or sewer connections within the area of the Project that is not within the KID service area (as indicated on **Exhibit V**) until the City or the Owners:
    - (I) have completed construction of the Zone 5 North and the Zone 7 North water tank, pumphouse, and distribution lines;
    - (II) the City is able to receive a sufficient culinary water supply from the Jordan Valley Water Conservancy District; and
    - (III) Owners have reserved such connections through advance payment for development of lots or units within the subdivision platting process.
  - ii. Zone 6 Water. Development within the east side of the City water service portion of the Project is wholly contingent on the completion of Zone 5 North water system improvements, which will reduce demand on the Zone 6 Water tank, and the Owners' prior reservation of up to 800 equivalent residential connections within Zone 6, when and if such capacity is available. Once these improvements are complete, and if the City is able to secure a sufficient supply of culinary water from the Jordan Valley Water Conservancy District, Owners may request culinary water service from the City for no more than 800 equivalent residential connections within Zone 6. Owners have no expectation for when the City may complete Zone 5 North water system improvements.
  - iii. Zone 7 Water. Development within the west side of the City water service portion of the Project is wholly contingent on the completion of Zone 7 North water system improvements and the Owners' prior reservation of up to 111 equivalent residential connections within Zone 7, when and if such capacity

is available. Once these improvements are complete, and if the City is able to secure a sufficient supply of culinary water from the Jordan Valley Water Conservancy District, Owners may request culinary water service from the City for no more than 111 equivalent residential connections within Zone 7. Owners have no expectation for when the City may complete Zone 7 North water system improvements.

- iv. For the term of this Agreement, the City shall not downsize its currently Master Planned Water infrastructure and the City will continue to attempt to secure a sufficient culinary water supply from the Jordan Valley Water Conservancy District.
- e. *City Sewer*. Currently, there is not adequate City sewer infrastructure to serve the portion of the Project Area depicted as the City service area on **Exhibit V**:
  - i. Off-Site Sewer Improvements Condition Precedent to Development. No development shall occur in the City service portion of **Exhibit V** and no sewer services shall be provided from the City to the Project Area within the City's sewer service area prior to the completion of all needed downstream sewer infrastructure for the City service area portion of the Project Area. The City's plan to complete such off-site sewer project improvements is to wait until third party downstream development constructs and dedicates to the City such utilities corridors and sewer system improvements. Owners have no expectation for when, or if, the City may complete off-site sewer improvements.
    - (1) Owners may expedite development of such off-site sewer improvements by fully funding a City project to acquire the required utilities corridor and to construct such required off-site improvements. Such funding shall include sufficient time and resources required to acquire certain utilities corridors and easements. The City will not fund any portion of the downstream improvements. Any decision to initiate condemnation proceedings, if any, for a utility corridor shall be in the sole legislative discretion of the City.
    - (2) The development of Project Area density to be served by such off-site sewer improvements is wholly contingent on either third-party construction and dedication of the improvements, or Owners' assumption of the cost of such improvements and the City's acquisition and construction of required improvements prior to that Project Area density development approval.
    - (3) Parties acknowledge that if Owners fund off-site sewer improvements, the City will negotiate a separate pioneering and third-party reimbursement obligation agreement with the Owners (with a maximum potential reimbursement period for up to 20 years) that will cause benefitted properties to pay their proportionate share of the capacity the

benefitted properties will consume in the constructed system at the time of the benefitted properties' development.

- ii. Requirement to Reserve System Capacity. Owners have not reserved capacity in the City's water or sewer system at this time. As such, the City is not obligated to provide water or sewer connections for the Project Area until the infrastructure for such connections are either constructed in advance of platting or are reserved as a consequence of final plat recordation for development lots within the subdivision platting process. Development within the City service area portion of the Project Area is wholly contingent on Owners' prior reservation or construction of infrastructure to support up to 911 equivalent residential units of sewer capacity, when and if such capacity is available. Owners may request sewer service from the City for up to 911 equivalent residential units.
  - iii. For the term of this Agreement, the City will not downsize sewer infrastructure planned to serve the Project Area.
- f. *Storm Water.* Neither the City nor KID has constructed a storm water management system to serve the Project Area.
- i. At a minimum, development of any Phase of the Project Area will require Owners to install a storm water line under U-111 at 7400 south.
  - ii. Owners may propose to retain all storm water on site, in the short term, during the first Phases of the development. The adequacy of such proposal is subject to the review and sole determination of the City Engineer.
  - iii. At any time the Owners propose to convert, or at any time the City Engineer determines the Owners must convert, their storm water retention system into a storm water detention system, the Owners shall construct an outfall pipe from the east side of U-111 at 7400 south to channel storm water to Dry Wash, across the Mountain View Corridor, and tie into the City Dry Wash Channel system, generally as configured on **Exhibit W**.
  - iv. All storm water management improvements, including storm water collection, transport, treatment, and disposal shall conform to City standards and specifications and to the City MS4 permit issued by the Utah Department of Environmental Quality as those regulations are currently written and as they may be amended from time to time in the future. Owners shall construct all required offsite storm water improvements including constructing and connecting a adequately sized reinforced concrete or box culvert and pipe under U-111, and shall acquire offsite drainage channels, a sufficient outfall pipe, and such additional system capacity as the City Engineer determines is required for the Project Area and development Phase. Owners will not receive, nor shall they request City financial assistance or impact fee credits for these storm water system improvements, unless the City and Owners agree to oversize the storm water system improvements to accommodate

storm water flows generated by new development that is upgradient from the Project Area.

- v. Owners shall prepare a comprehensive Storm Water Management Plan, which shall conform with the requirements of the CQA Plan – see **Exhibit J** for Phases 1-5 and subsequent additions to the Mass Grading Plan and CQA for Phases 6-10 and shall include:

- (1) Project description
- (2) Subsurface investigation and laboratory analysis
- (3) Geological setting and, seismicity, faulting and other hazards
- (4) Surface and subsurface conditions
- (5) Materials, groundwater, expansive and collapsible soil potential
- (6) Requirements for site preparation and grading
- (7) Structural fill and compaction requirements
- (8) Utility trench backfill requirements
- (9) Pavement design and recommendations
- (10) Settlement potential
- (11) In-field testing plan
- (12) Documentation reporting
- (13) Final grading product

20. Continuing Owners/HOA-Related Obligations.

- a. *Master HOA.* Before the recording of a subdivision plat for development within any Phase, Owners shall form and register a Master Homeowners Association (“**HOA**”) for the entire Project and shall cause this HOA to maintain all private recreational facilities, most Project Area trails, landscaped rights of way, and all privately-owned open space (collectively called “**Community Recreational Amenities**”). Owners shall fund and cause to be installed and maintained all Community Recreational Amenities. The City shall not maintain any fencing, landscaping, or other Private Recreational Amenities or related improvements unless specifically and separately agreed to in writing by the Parties, independent of the platting process.
- b. *Maintenance of Alleys, Community Amenities, and Improvements.* Owners shall cause the HOA, or, as applicable, a community association, to maintain all neighborhood parks, right

of way landscaping, alleys, private infrastructure, and other improvements that are part of and/or service the Project Area. City shall be responsible to maintain only those facilities specifically and individually contracted for by the City and are also separately designated as "City Maintained Facilities" on subdivision plats that are located within the Project Area. The designation of public access and use or public dedication on a plat shall not be considered an express designation of City responsibility to maintain City Facilities or any such infrastructure.

- c. *Landscaping and Maintenance Plan for the Property.* Owners shall have the responsibility to install and cause the HOA (or the applicable community association) to maintain, all landscaping including, but not limited to, irrigation, regular pruning, and replacement of dead materials, and the landscaping of the Property held by the Owners, the HOA or the applicable community association.
- d. *General Indemnification and Hold Harmless.* Master Developer and Owners shall, at all times, protect, indemnify, save harmless and defend ("Indemnify") the City and its agents, employees, officers and elected officials from and against any and all harm, loss, or liability, and all other damage or damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the Parties hereto and their employees, which may arise out of or relate to the rights and obligations under this Agreement, whether caused by Owners, the Master Developer, their agents, employees, subcontractors, or suppliers or other third parties. Master Developer and Owners are not obligated to Indemnify the City for the City's breach of contract with the Parties, for the gross negligence of its officials or employees, nor for claims precluded by U.C.A. 63G-7 Part 4, as amended.

**21. Limits on Development Rights and Transferability. NO PORTION OF THE PROPERTY MAY BE SOLD OR DEVELOPED EXCEPT AS PROVIDED HEREIN:**

- a. **OWNERS REPRESENT THAT THEY ARE THE CURRENT TITLE AND BENEFICIAL INTEREST OWNERS IN ALL PROPERTY WITHIN THE PROJECT AREA INCLUDING ALL PROPERTY DESIGNATED AS A TDOS PLACE TYPE ON EXHIBIT F. OWNERS FURTHER REPRESENT THAT ALL PROPERTY DESIGNATED AS A TDOS PLACE TYPE ON EXHIBIT F IS WITHOUT LIEN OR ENCUMBRANCE, OTHER THAN PROPERTY TAXES NOT YET DUE OR PAYABLE. NO PORTION OF A TDOS PLACE TYPE MAY BE SOLD TO, OR ENCUMBERED BY, A THIRD PARTY, EXCLUDING WHOLLY OWNED AND CONTROLLED AFFILIATES OF THE OWNERS.**
- b. The Parties fully expect that, once properly mass graded, planned to the subarea level, subdivided, and deed-restricted, (but not before) the Owners will attempt to sell designated components of a subdivision to third parties that are not wholly owned and controlled affiliates of Wood Ranch to develop all or a portion of a neighborhood, neighborhood commercial, or town center Place Type, subject expressly to the rights and obligations of this Agreement. Every sale to such third party shall include a written acknowledgement by the buyer, recorded on the property prior to the sale and the recordation of any purchase money financing, in a form substantially similar to the form attached as **Exhibit Y** and approved as to both form and content prior to recording by the City Attorney's office, in



which the third party expressly commits to abide by the terms of this Agreement, to construct and dedicated all exactions associated with the purchased property, and that the third party fully understands the City's expectations for its development under the terms of this Agreement. A third-party buyer does not include a retail home buyer or tenant of a product developed through the Master Developer, or a buyer or tenant of a constructed commercial property developed through the Master Developer. The foregoing restrictions shall not apply to the Institutional Use Property if it is developed for non-secular Use, but these restrictions shall otherwise apply to the Institutional Use Property for the development of all other land Uses.

- c. *Exclusive Standards for Development Application and Qualified Master Developer.* Because of Master Developer's experience in similar, large scale, new urbanist developments, the City has determined that the current Master Developer is qualified to develop the Property and, as such, has granted Owners substantial latitude and temporal flexibility in the development approval process that are not afforded to other property owners who develop in any other zone in the City. The Parties agree that as an inducement to rezone and contract herein, the City has relied on the Owners' commitment to sell the Project Area to Wood Ranch, and to develop the property through a qualified Master Developer to assure implementation of the Agreement and to realize a new urbanist, mixed use community throughout the Project Area. As such, no portion of the Property may be developed by an entity other than the qualified Master Developer (except for the development of a non-secular Use on the Institutional Use Property and for certain limited Farmstead Property development described below in Subsection D.22.b. of this Agreement) without the qualified Master Developer's request, and the City Council's prior written consent, which consent may be withheld if the requesting Party cannot demonstrate that the proposed Master Developer:
- i. Is managed by an entity whose principals have the same or even higher level of expertise and experience in development of a high-quality new urbanist community, under a Pattern Book and flexible design system established in Recital 8 herein as the principals of the Master Developer, whose experience as of the date of this Agreement is on record with the City;
  - ii. Agrees to abide by this Agreement and to specifically enforce the Pattern Book to the satisfaction of the City; and
  - iii. Has financial capacity and access to capital that is at least equivalent to Wood Ranch and has sufficient financial capacity to complete development of the remainder of the Project Area with the same skill and in the same manner as the Master Developer and Wood Ranch are obligated to provide under this Agreement.
- d. *No Third-Party Transfer of TDOS Areas.* As more specifically described in Subsection D.21.a. above, the Parties agree that no property within the TDOS Place Type may be sold to a third party under any circumstance. Prior to any grading or development within each Phase of the Project, the Master Developer and the applicable Owner shall:
- i. fully remediate any identified geotechnical hazards within or arising from the area (slide areas, loose boulders, etc.);
  - ii. place a conservation easement for the benefit of the City on all property within the TDOS Place Type area attributed to the applicable Phase and subarea plan; and then

- iii. once the Owner has constructed required trails and amenities on the applicable TDOS area, to the City's satisfaction, Owner shall dedicate such property to the City, by warranty deed, or equivalent, in fee simple, free of all environmental contamination, liens, and encumbrances.

e. *Assignment of Master Developer's Obligations Under this Agreement.*

- i. Master Developer shall maintain the same level (or a higher level) of expertise in developing quality, new urbanist communities, as it possessed through its principals of record on the date of this Agreement. Master Developer shall not assign, delegate, or transfer its rights and obligations to act as the qualified Master Developer in this Agreement without the prior written approval by the City. Any attempt to assign, delegate, or transfer Master Developer's rights or obligations (as the qualified Master Developer) without the City's prior written approval, will be void *ab initio*. Any such request for assignment of Master Developer's obligations may be made by letter addressed to the City Council as provided herein. The assignment of Master Developer's obligations to manage the development of the Project Area shall require the assignee, or the new principals of the Master Developer, to the extent the principals of the Master Developer change, to demonstrate to the City that the criteria established in Section D.21.c continue to be met, to sign a form of acknowledgement and consent to be bound by the terms of City this Agreement. At a minimum, such assignment, delegation, or transfer shall account for the delegate's, assignee's, or transferee's:
  - (1) assumption of the obligation to develop enhanced community amenities that have been funded through a Public Infrastructure District, as that term is defined by state law, if any, but that remain undeveloped;
  - (2) obligation to include within its principal ownership a management team with the demonstrated experience that is equivalent to the combined experience of the principals of the Master Developer, on record with the City as of the date of this Agreement, throughout the remaining development of the Project Area; and
  - (3) proof of access to sufficient financial resources to complete development of the Project Area.
- ii. If any portion of this restriction on assignment of Master Developer's obligations is deemed invalid, the assignment shall be void.
- iii. If a court determines that the assignment of Master Developer's obligations cannot be voided, then the Master Developer may not administer and issue design approvals under the Pattern Book and the City may cease issuing approvals for any mass grading, subarea plan, subdivision plat, and site plan in the Project Area until the City approves a new, qualified Master Developer in accordance with the terms of this Agreement.
- iv. These assignment provisions shall not prevent Master Developer from selling property within the Project Area to a third party or from transferring its rights, if any, as an Owner (but not as the Master Developer) to a third party. Prior to transfer of title, Owner shall obtain from the transferee an executed original of Exhibit Y, demonstrating the third party's commitment to the City that all

exactions within the transferred property are proportionate and to abide by this Agreement, all to the satisfaction of the City Attorney.

- v. Master Developer shall not transfer control of Master Developer from its principals of record as of the date of this Agreement without first obtaining approval from the City, under the same criteria as described above for an assignment of its rights and obligations as set forth in Section D.21.e.i.

22. Development Rights; Reserved Legislative Powers; Conflicting Terms

- a. *Development Rights.* Owners, exclusively by and through a qualified Master Developer, shall have the right to develop and construct development of the Project Area in accordance with the terms and conditions of this Agreement and the City Code, except as provided in Sections D.18.b and D.18.c. below.
- b. *Limited Development of Farmstead Property.* Owners within the Neighborhood Center Place type of the Farmstead Property may together maintain four (4) existing homes, existing agricultural structures, and uses, and may develop up to six (6) additional residential dwelling units on lots of no less than ¼ acre in area, subject to all generally applicable health and safety restrictions, without the transfer to and assistance of the Master Developer.
- c. *Limited Development of Institutional Use Property.* Owners of the Institutional Use Property may develop a non-secular Use of that property without the transfer to and assistance of the Master Developer.
- d. *Duty to Commence.* Owners, by and through its qualified Master Developer, shall submit a complete application for a subarea plan to develop Phase 1, on or before January 1, 2024. If Owners have not submitted a complete subarea plan application for Phase 1 on or before January 1, 2024, Owners shall execute and deliver to the City a warranty deed, or equivalent, for the 5 Acre Parcel described in **Exhibit G**, that is insured by an extended coverage ALTA owner's title policy for an amount the City determines is appropriate, and is free of environmental contamination, liens, or encumbrances.
- d. *Reserved Legislative Powers.* Owners acknowledge that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all police powers that cannot be so limited.
- e. *Conflicting Terms.* If any term in this Agreement conflicts with the City Code approved as of the date of this Agreement, the City Code approved as of the date of this Agreement shall govern.

23. Term of this Agreement. The obligations of the Parties of under this Agreement shall take effect as of the date of this Agreement, shall run with the land, shall bind all subsequent Owners, and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised. Unless the Parties mutually agree to extend the term by written agreement, this Agreement shall not extend beyond a period of fifty (50) years from its date of recordation in the office of the Salt Lake County Recorder. If the Property has not been fully developed consistent with this Agreement prior to its termination, the undeveloped Property may not be developed until one of the following occurs: (i) a new written agreement

has been negotiated and executed by the Parties or successors in interest, governing development of the Property; or (ii) Owner or its successor in interest applies to the City for new zoning approval that is wholly inconsistent with this Agreement and the City Council, in its sole legislative discretion, approves either the requested or different zoning and specifically terminates this Agreement.

24. General Provisions.

- a. *Notices.* All Notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the addresses noted below or to such other addresses as either party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least 10 days before the date on which the change is to become effective:

If to City:                   ATTN: City Recorder  
City of West Jordan  
8000 South Redwood Road  
West Jordan City, UT 84088

If to Master Developer:    ATTN: Ty McCutcheon  
Third Cadence, LLC  
1703 Yale Ave.  
Salt Lake City, UT 84108

If to Wood Ranch:           ATTN: Ty McCutcheon  
Wood Ranch Development, LLC  
1703 Yale Ave.  
Salt Lake City, UT 84108

If to G & N Wood Properties LLC:   ATTN: Norma Wood  
P.O. Box 1324  
West Jordan, UT 84084

If to the Glen H. Wood Sheltered Trust:   ATTN: Norma Wood  
P.O. Box 1324  
West Jordan, UT 84084

If to Norma Wood:           Norma Wood  
P.O. Box 1324  
West Jordan, UT 84084

If to Terri Wood Gates:      Terri Wood Gates  
   P.O. Box 1324  
   West Jordan, UT 84084

- b. *Mailing Effective.* Notices given by mail shall be deemed delivered seventy-two 72 hours following deposit with the U.S. Postal Service in the manner set forth above.
- c. *No Waiver.* Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce any other provision. The provisions may be waived only in 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. Only the City Council may waive the City's right to enforce.
- d. *Headings.* The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- e. *Authority.* The Parties represent to one another that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Master Developer, Wood Ranch Development L.L.C, G & N Wood Properties, L.L.C., and the Glen H. Wood Sheltered Trust, each represent and warrant that it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. The Parties warrant to one another that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the Parties on whose behalf each individual is signing. Before signature of this Agreement, all trustees of any trust who are acting on behalf of the trust as a party to this Agreement or subsequent agreements must produce proof to the City's satisfaction that the signatory signing this Agreement is indeed the legally authorized trustee of the trust. Master Developer represents to the City that by entering into this Agreement, the Master Developer has bound all persons and entities having a legal or equitable interest in the Property to the terms of this Agreement as of its Effective Date.
- f. *Entire Agreement.* This Agreement, including exhibits to this Agreement and all other documents referred to in this Agreement, contains 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.
- g. *Amendment.* This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the Parties to this Agreement. An Amendment that does not involve the land or development rights of an individual Owner shall not require the signature of that Owner but shall in all cases require the signature of the Master Developer and the City. Any such amendment of this Agreement shall be recorded in the official records of the Salt Lake County Recorder's Office. Moreover, any amendment to this Agreement not recorded in the Salt Lake County Recorder's Office shall be void *ab initio*.
- h. *Severability.* If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and the Owners' and Master Developer's ability to complete the development of the Property is not defeated by such

severance.

- i. *Governing Law.* The laws of the State of Utah and the laws of the City approved as of the date of this Agreement shall govern the interpretation and enforcement of the Agreement. The Parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Salt Lake County, Utah. The Parties hereby expressly waive any right to object to such choice of law or venue.
- j. *Default.*
  - i. If any Party fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a default has occurred shall provide notice to the other party as provided herein (a “**Notice of Default**”). If a Party believes that the default has been committed by another Party, shall also provide a courtesy copy of the notice to each affected Party. Each Notice of Default shall:
    - (1) Specify the claimed event of default by identifying with particularity specific provisions of this Agreement, and any applicable law, rule, or regulation that the Party is claimed to be in default;
    - (2) Identify why the default is claimed to be material; and
    - (3) If a Party chooses, in its discretion, propose a method and time for curing the default which shall be of no less than sixty (60) days duration.
  - ii. Upon the issuance of a Notice of Default, all interested Parties shall have the opportunity to meet within twenty (20) business days and confer in an attempt to resolve the issues that are the subject matter of the Notice of Default.
- k. *Remedies.* If, after meeting and conferring, the interested Parties are not able to resolve an alleged default, then the Parties may pursue any of the following remedies:
  - i. The rights and remedies available at law and in equity, including, but not limited to injunctive relief, specific performance, and termination;
  - ii. The right to draw on any security posted or provided in connection with the Project Area and relating to remedying a default, in accordance with law applicable to all contract disputes; and
  - iii. The right to withhold all further reviews, approvals, licenses, transfers, building permits and/or other permits for development of the Project on those properties owned by the defaulting Party.
- l. *Emergency Defaults.* Anything in this Agreement notwithstanding, if the Council finds on the record that a default materially impairs a compelling, countervailing public interest that was not reasonably known or knowable at the time of entering into this Agreement and that any delays in remedying such a default would also impair a compelling, countervailing public interest then the City may, after required notice and hearing, impose the remedies of Section D.24.k. without meeting the requirements of Section D.24.j. The City shall give written Notice to Master Developer and/or any applicable Owner of any public meeting at which an emergency default

is to be considered and the allegedly defaulting Party shall be allowed to address the Council at that meeting regarding the claimed emergency default.

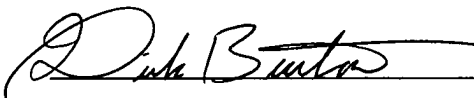
- m. *Extended Cure Period.* If any default cannot be reasonably cured within sixty (60) days of Notice of Default, then such cure period may be extended as needed, by written agreement of the Parties and for good cause shown, so long as the non-defaulting Party determines the defaulting Party is pursuing a cure with reasonable diligence.
- n. *Status Report.* Upon written request to the Office of City Attorney by the Master Developer, a member of the City Attorney's staff will deliver a report, in a form and a substance determined in the discretion of the Office of the City Attorney, to a third-party lender of the status of development within the Project Area that is known to the Office of the City Attorney at that time.
- o. *Cumulative Rights.* The rights and remedies set forth herein are cumulative.
- p. *Force Majeure.* All time periods imposed or permitted pursuant to this Agreement shall automatically be extended and tolled for: (a) period of any and all moratoria imposed by the City or other governmental authorities in any respect that materially affects the development of the Project Area; or (b) by events reasonably beyond the control of Master Developer and Owner including, without limitation, inclement weather, war, strikes, unavailability of essential materials at commercially reasonable prices, and acts of God, but which does not include financial condition of the Master Developer, an Owner, or its successors. Notwithstanding the foregoing, the Project Area shall be excluded from any moratorium adopted pursuant to UTAH CODE ANN. §10-9a-504 unless such a moratorium is found on the record by the City Council to be necessary to avoid jeopardizing a compelling, countervailing public interest.
- q. *Attorneys' Fees and Costs.* If any Party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and court costs, including the cost of in-house counsel.
- r. *Binding Effect.* The benefits and burdens of this Agreement touch and concern the land, run with the Property, and are real covenants and equitable servitudes on the Property and shall be binding upon and shall inure to the benefit of each of the Parties and their respective heirs, legal representatives, successors in interest, and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.
- s. *No Third-Party Rights.* The obligations of the signatories of this Agreement and the City, set forth in this Agreement shall not create any rights in, or obligations to, any third parties, except as specifically provided herein. Under no circumstances shall the rights to develop the Project Area, be exercised by any Party other than a qualified Master Developer, as determined by the City Council. Notwithstanding the foregoing, the current Owners of the Farmstead Property are allowed certain limited development thereof, as is further described in Subsection D.22.b.
- t. *No Agency Created.* Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the combined Parties. However, the Parties agree that the Master Developer is acting as the agent of all Owners.
- u. *Third-Party Challenge.* As more particularly described in Subsection B.3., in the event of a third-party legal challenge to this Agreement, the Annexation, the Upzone, or the enactment of

ordinances authorizing the same, the Master Developer and Owners, shall at Master Developer's and Owners' sole expense, defend, indemnify, and hold harmless the City (including the City's officials and employees), from and against any claims, losses, or liabilities, including any award of attorney's fees against the City, assessed or awarded against the City by way of judgment, settlement, or stipulation. City shall have the right to approve counsel that the Master Developer, as agent for the Owners, retains to represent the City, which approval shall not be unreasonably withheld.

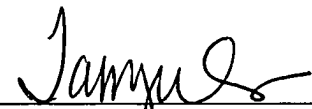
- v. *Non-Liability of City Officials or Employees.* No officer, representative, agent, or employee of the City shall be personally liable to Master Developer, Owner, or any successor-in-interest or assignee of Master Developer or Owner, in the event of any default or breach by the City or for any amount which may become due to the Master Developer or any Owner, or their successors or assignees, for any obligation arising out of the terms of this Agreement.
- w. *Public Information.* The Parties understand and agree that all documents related to this agreement will be public documents, as provided in UTAH CODE ANN. § 63G-2-101, *et seq.*
- x. *Counterparts.* This Agreement may be executed in multiple counterparts which shall constitute one and the same document

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date, this Agreement having been approved by the City of West Jordan pursuant to the Ordinance authorizing such execution, and by a duly authorized representative of Master Developer and by all Owners.

**CITY OF WEST JORDAN**  
a Utah municipal corporation

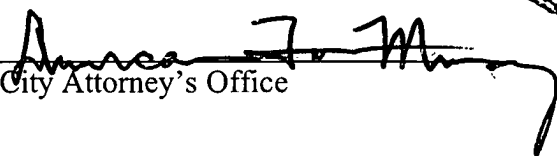
By:   
Dirk Burton, Mayor

ATTEST:

  
City Recorder



APPROVED AS TO FORM

  
City Attorney's Office



**ACKNOWLEDGMENT**

STATE OF UTAH )


) : ss.

County of Salt Lake )

On this 16<sup>th</sup> day of December, ~~2020~~<sup>2021</sup>, before the undersigned notary public in and for the said state, personally appeared Dirk Burton, known or identified to me to be the Mayor of the City of West Jordan, and Tangee Sloan, the City Recorder of the City of West Jordan, and the persons who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



  
Notary Public for Utah

OWNER HEREBY ENTERS INTO THIS AGREEMENT AND FURTHER REPRESENTS THAT IT IS AN OWNER IN PROPERTY DESIGNATED AS A TDOS PLACE TYPE AND REPRESENTS AND ACKNOWLEDGES THAT ALL PROPERTY DESIGNATED AS A TDOS PLACE TYPE IS WITHOUT LIEN OR ENCUMBERANCE AND THAT NO PORTION OF A TDOS PLACE TYPE MAY BE SOLD TO, OR ENCUMBERED BY, A THIRD PARTY, AS MORE SPECIFICALLY DESCRIBED IN SECTION D.21 OF THIS AGREEMENT.

WOOD RANCH DEVELOPMENT, LLC

By: Ty McCutcheon  
Ty McCutcheon

Its: Authorized Representative

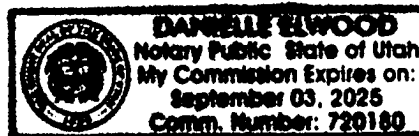
ACKNOWLEDGMENT

STATE OF UTAH )  
: ss.  
County of Salt Lake )

On this 9 day of December, 2021, before the undersigned notary public in and for the said state, personally appeared Ty McCutcheon, known or identified to me to be the Authorized Rep. of Wood Ranch Dev., a Utah limited liability company, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Danielle Elwood  
NOTARY PUBLIC



OWNER HEREBY ENTERS INTO THIS AGREEMENT AND FURTHER REPRESENTS THAT IT IS THE CURRENT TITLE AND BENEFICIAL INTEREST OWNER IN PROPERTY DESIGNATED AS A TDOS PLACE TYPE. OWNER REPRESENTS THAT ALL LAND DESIGNATED AS A TDOS PLACE TYPE IS WITHOUT LIEN OR ENCUMBRANCE AND THAT NO PORTION OF A TDOS PLACE TYPE MAY BE SOLD TO, OR ENCUMBERED BY, A THIRD PARTY, AS MORE SPECIFICALLY DESCRIBED IN SECTION D.21 OF THIS AGREEMENT.

GLEN H. WOOD SHELTERED TRUST

By: Norma Wood *[Signature]*  
Its: Trustee

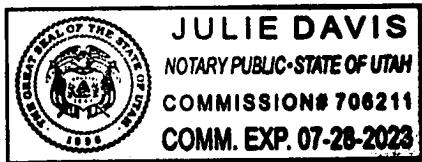
ACKNOWLEDGMENT

STATE OF UTAH )  
 : ss.  
County of Salt Lake )

On this 16 day of December, 2021, before the undersigned notary public in and for the said state, personally appeared Norma G. Wood, known or identified to me to be the Trustee of the Norma G. Wood GHWST and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

*[Signature]*  
NOTARY PUBLIC



OWNER HEREBY ENTERS INTO THIS AGREEMENT AND FURTHER REPRESENTS THAT IT IS THE CURRENT TITLE AND BENEFICIAL INTEREST OWNER IN PROPERTY DESIGNATED AS A TDOS PLACE TYPE. OWNER REPRESENTS THAT ALL LAND DESIGNATED AS A TDOS PLACE TYPE IS WITHOUT LIEN OR ENCUMBERANCE AND THAT NO PORTION OF A TDOS PLACE TYPE MAY BE SOLD TO, OR ENCUMBERED BY, A THIRD PARTY.

G & N WOOD PROPERTIES, LLC

By: Norma Wood   
Its: Manager

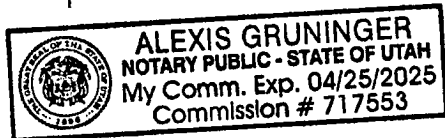
ACKNOWLEDGMENT

STATE OF UTAH )  
 ) : ss.  
County of Salt Lake )

On this 2nd day of December, 2021, before the undersigned notary public in and for the said state, personally appeared Norma G Wood, known or identified to me to be the Manager of G & N Wood Properties, LLC a Utah limited liability company, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

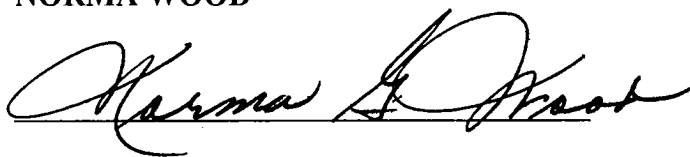
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

  
NOTARY PUBLIC



OWNER HEREBY ENTERS INTO THIS AGREEMENT AND FURTHER REPRESENTS THAT IT IS THE CURRENT TITLE AND BENEFICIAL INTEREST OWNER IN PROPERTY DESIGNATED AS A TDOS PLACE TYPE. OWNER REPRESENTS THAT ALL LAND DESIGNATED AS A TDOS PLACE TYPE IS WITHOUT LIEN OR ENCUMBERANCE AND THAT NO PORTION OF A TDOS PLACE TYPE MAY BE SOLD TO, OR ENCUMBERED BY, A THIRD PARTY.

NORMA WOOD



ACKNOWLEDGMENT

STATE OF UTAH )

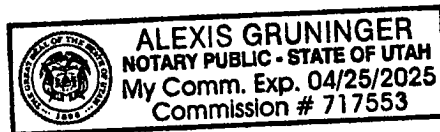
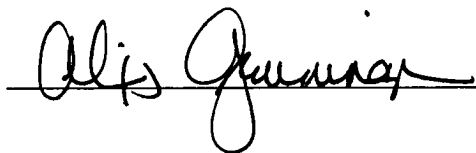
: ss.

County of Salt Lake )

On this 2nd day of December, 2021, before the undersigned notary public in and for the said state, personally appeared Norma G Wood, known or identified to me to be the person who executed the foregoing instrument.

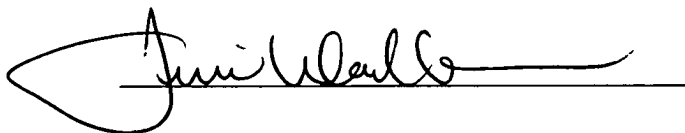
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

NOTARY PUBLIC



OWNER HEREBY ENTERS INTO THIS AGREEMENT AND FURTHER REPRESENTS THAT IT IS THE CURRENT TITLE AND BENEFICIAL INTEREST OWNER IN PROPERTY DESIGNATED AS A TDOS PLACE TYPE. OWNER REPRESENTS THAT ALL LAND DESIGNATED AS A TDOS PLACE TYPE IS WITHOUT LIEN OR ENCUMBERANCE AND THAT NO PORTION OF A TDOS PLACE TYPE MAY BE SOLD TO, OR ENCUMBERED BY, A THIRD PARTY.

TERRI WOOD GATES



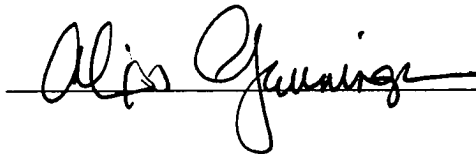
ACKNOWLEDGMENT

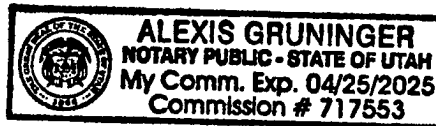
STATE OF UTAH )  
: ss.  
County of Salt Lake )

On this 2nd day of December, 2021, before the undersigned notary public in and for the said state, personally appeared Terri Wood, known or identified to me to be the person who executed the foregoing instrument. Gates

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

NOTARY PUBLIC





THIRD CADENCE, LLC

Ty McCutcheon  
By: Ty McCutcheon  
Its: Manager

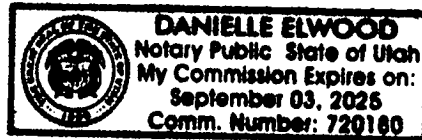
ACKNOWLEDGMENT

STATE OF UTAH )  
 : ss.  
County of Salt Lake )

On this 9 day of December, 2021, before the undersigned notary public in and for the said state, personally appeared Ty McCutcheon, known or identified to me to be the Ty McCutcheon and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Danielle Elwood  
NOTARY PUBLIC



## LIST OF EXHIBITS:

- Exhibit A—Legal Description—634.48-acre Project Area
- Exhibit A-1—Map of 634.48-acre Project Area
- Exhibit B—Legal Description—464.043-acre Incorporated Area w/l Project Area
- Exhibit B-1—Map of 464.043-acre Incorporated Area w/l Project Area
- Exhibit C—Legal Description—170.437-acre Annexation Area
- Exhibit C-1—Map of 170.437-acre Annexation Area
- Exhibit D—Phasing Plan
- Exhibit E—Form of TDOS Conservation Easement
- Exhibit F--PCH Zone Place Types/Proposed Zoning
- Exhibit G—Legal Description for 5-Acre Parcel
- Exhibit G-1—Map of 5-Acre Parcel
- Exhibit H—Lotting Plan
- Exhibit I—Compendium of Council Exhibits
- Exhibit J—Wood Ranch *Geotechnical and Geologic Hazard Study Report, Rev. 1* (dated 21 May 2021) as well as the *Lagoonal Deposits and Settlement Monitoring Areas* Plate A-4 figure (submitted to Geosyntec on 1 June 2021), including CQA plan.
- Exhibit K—The Hub
- Exhibit L—Geotechnical Assurance Fund System
- Exhibit M—TDOS Public Trails and Open Space Map
- Exhibit M-1—Non-TDOS Open Space, Trails, and Amenities
- Exhibit N—Soft Trails Profiles
- Exhibit O—Intentionally Omitted*
- Exhibit P—2026 Future Project Plus Provisions
- Exhibit Q—2041 Future Project Plus Provisions
- Exhibit R--Transportation Map
- Exhibit S—3 RR Crossings Map
- Exhibit T—U-111 Trail profile
- Exhibit U— Farmstead Tank Site and Easement Locations Map
- Exhibit V—KID/City Service Area Map
- Exhibit W— Stormwater System Components Map
- Exhibit X— Form of Transfer Acknowledgment



**Exhibit A—Legal Description—634.48-acre Project Area**

## EXHIBIT A

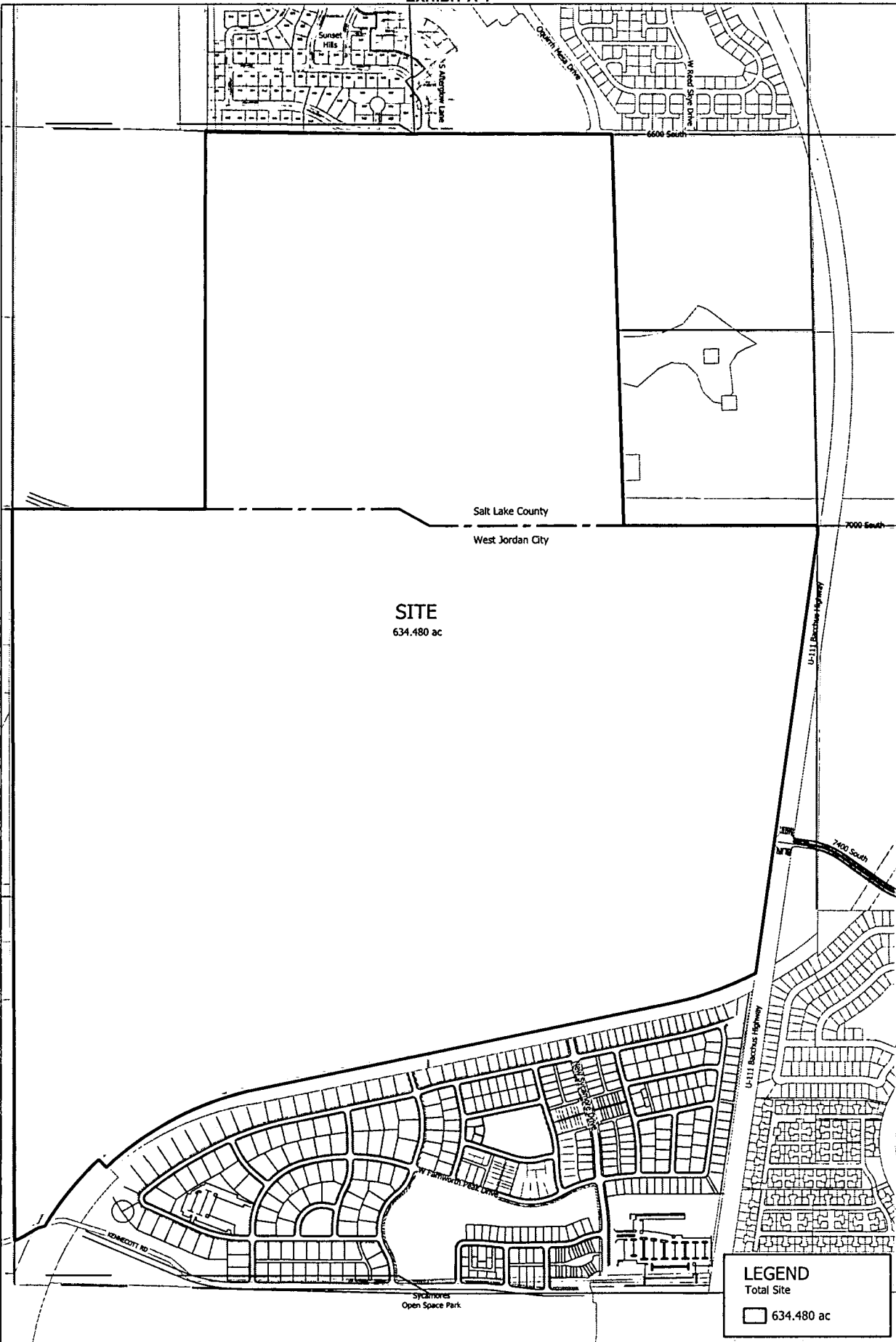
### Wood Ranch Project Area

Beginning at the Southeast Corner of the Southwest Quarter of the Southwest Quarter of Section 22, Township 2 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°58'53" East 1327.789 feet along the South Section line to a brass cap monument marking the South Quarter Corner of said Section 22; thence South 0°06'38" East 63.498 feet along the North-South Quarter Section Line of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian to a point on the Westerly Right-of-Way of State Road No. 111; thence South 08°02'22" West 3047.447 feet along said Westerly Right-of-Way to a point on the Northerly Right-of-Way of the Kennecott Copperton Railroad Alignment and Right of Way Survey on record with Salt Lake County (#S 02-05-0254) to a point on a 2241.849 foot radius non tangent curve to the right, (radius bears North 27°31'57" West, Chord: South 70°23'14" West 617.789 feet); thence along said Northerly Right-of-Way to following (5) courses: 1) along the arc of said curve 619.761 feet through a central angle of 15°50'22"; 2) South 78°18'25" West 2900.260 feet to a point on a 2133.700 foot radius tangent curve to the left, (radius bears South 11°41'35" East, Chord: South 62°32'55" West 1158.941 feet); 3) along the arc of said curve 1173.682 feet through a central angle of 31°31'00"; 4) North 43°12'35" West 75.000 feet to a point on a 2208.700 foot radius non tangent curve to the left, (radius bears South 43°12'35" East, Chord: South 39°06'14" West 590.830 feet); 5) along the arc of said curve 592.606 feet through a central angle of 15°22'22" to a point on the North Line of a 33 foot wide road known as the TV Tower Access Road; thence along said TV Tower Access Road the following (3) courses: 1) South 75°30'29" West 50.760 feet; 2) South 59°45'48" West 113.050 feet to a point on a 439.922 foot radius non tangent curve to the right, (radius bears North 30°24'28" West, Chord: South 64°05'16" West 68.965 feet); 3) along the arc of said curve 69.036 feet through a central angle of 08°59'29" to a point on the North-South Quarter Section line of Section 28, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence North 00°11'28" West 5033.640 feet along said Quarter Section line to the North Quarter Corner of said Section 28; thence along the North Line of the Northeast Quarter of said Section 28 South 89°55'48" East 1331.176 feet; thence North 00°05'54" East 2580.681 feet to a point on the extension of the South Line of Sunset Hills P.U.D. Phase 3 subdivision; thence along said South Line and South Line extended South 89°27'22" East 1451.104 feet; thence North 00°28'18" East 1.993 feet to a point on the South Line of Sunset Hills P.U.D. Phase 2A subdivision; thence along said South Line South 89°51'15" East 1330.142 feet; thence South 01°44'31" East 2684.289 feet to the point of beginning.

Property contains 634.480 acres.

**Exhibit A-1—Map of 634.48-acre Project Area**

EXHIBIT A-1



Project Area Map  
Wood Ranch - West Jordan, Utah

Last Modified 27 September 2021  
5 November 2021  
0' 300' 600'



HODGES DESIGN  
Community Design and Land Planning

1  
of 10 Sheets

**Exhibit B—Legal Description—464.043-acre Incorporated Area w/l Project Area**

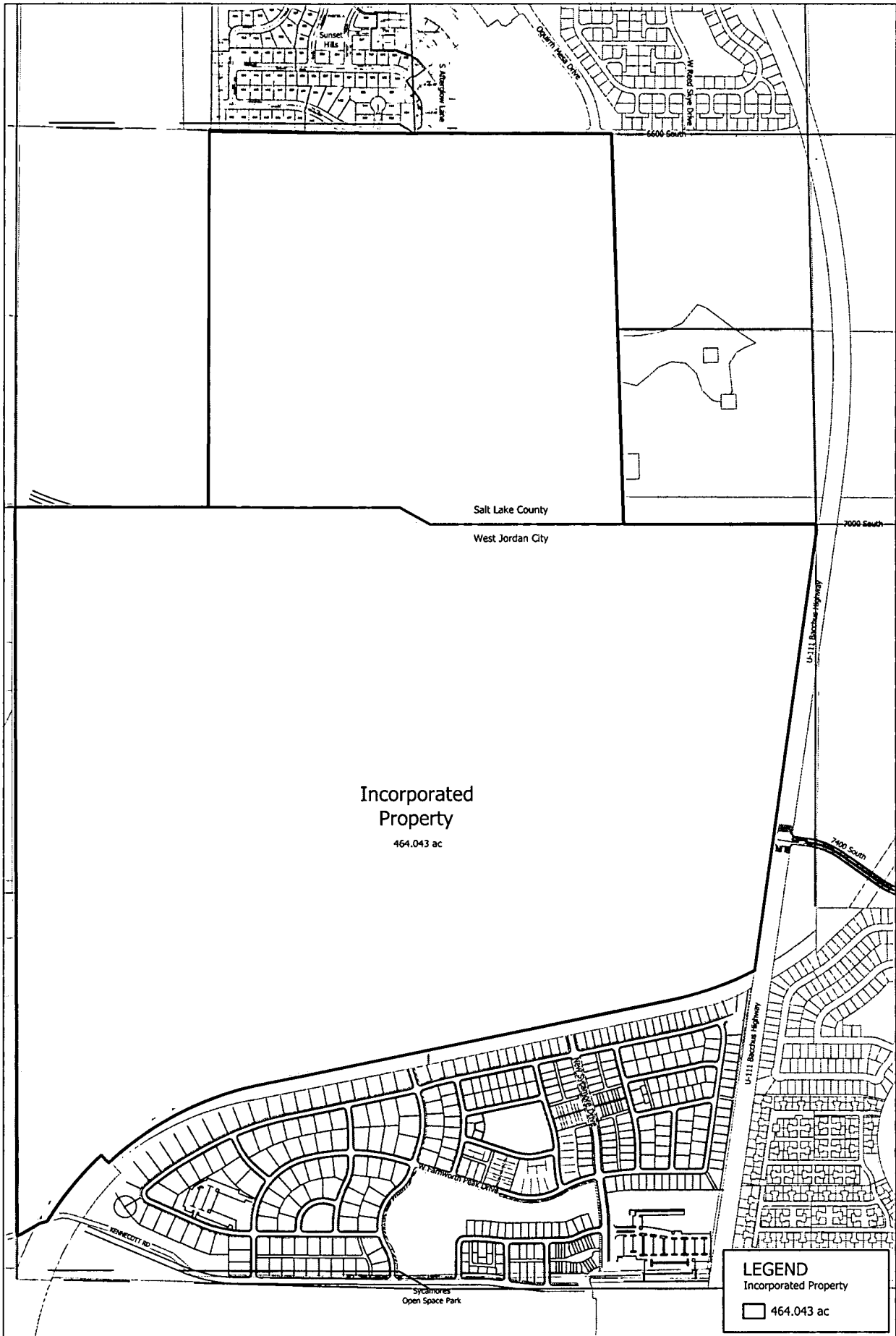
**EXHIBIT B**  
**WOOD RANCH INCORPORATED AREA WITHIN PROJECT AREA**

Beginning at the Southeast Corner of the Southwest Quarter of the Southwest Quarter of Section 22, Township 2 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°58'53" East 1327.789 feet along the South Section line to a brass cap monument marking the South Quarter Corner of said Section 22; thence South 0°06'38" East 63.498 feet along the North-South Quarter Section Line of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian to a point on the Westerly Right-of-Way of State Road No. 111; thence South 08°02'22" West 3047.447 feet along said Westerly Right-of-Way to a point on the Northerly Right-of-Way of the Kennecott Copperton Railroad Alignment and Right of Way Survey on record with Salt Lake County (#S 02-05-0254) to a point on a 2241.849 foot radius non tangent curve to the right, (radius bears North 27°31'57" West, Chord: South 70°23'14" West 617.789 feet); thence along said Northerly Right-of-Way to following (5) courses: 1) along the arc of said curve 619.761 feet through a central angle of 15°50'22"; 2) South 78°18'25" West 2900.260 feet to a point on a 2133.700 foot radius tangent curve to the left, (radius bears South 11°41'35" East, Chord: South 62°32'55" West 1158.941 feet); 3) along the arc of said curve 1173.682 feet through a central angle of 31°31'00"; 4) North 43°12'35" West 75.000 feet to a point on a 2208.700 foot radius non tangent curve to the left, (radius bears South 43°12'35" East, Chord: South 39°06'14" West 590.830 feet); 5) along the arc of said curve 592.606 feet through a central angle of 15°22'22" to a point on the North Line of a 33 foot wide road known as the TV Tower Access Road; thence along said TV Tower Access Road the following (3) courses: 1) South 75°30'29" West 50.760 feet; 2) South 59°45'48" West 113.050 feet to a point on a 439.922 foot radius non tangent curve to the right, (radius bears North 30°24'28" West, Chord: South 64°05'16" West 68.965 feet); 3) along the arc of said curve 69.036 feet through a central angle of 08°59'29" to a point on the North-South Quarter Section line of Section 28, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence North 00°11'28" West 5033.640 feet along said Quarter Section line to the North Quarter Corner of said Section 28; thence South 89°55'48" East 1331.176 feet; thence South 89°55'48" East 1331.220 feet; thence South 61°03'14" East 238.608 feet; thence South 89°58'54" East 1327.199 feet to the point of beginning.

Property contains 464.043 acres.

**Exhibit B-1—Map of 464.043-acre Incorporated Area w/I Project Area**

EXHIBIT B-1



Incorporated  
Property  
464.043 ac

**LEGEND**  
Incorporated Property  
□ 464.043 ac

**Incorporated Property**  
Wood Ranch - West Jordan, Utah

Last Updated 9 November 2021  
5 November 2021  
0' 300' 600'



**HODGES DESIGN**  
Community Design and Land Planning

**1a**  
of 10 Sheets



**Exhibit C—Legal Description—170.437-acre Annexation Area**

'  
'  
'

**Exhibit C**  
**Annexation Property Description**

Lots 1 and 8 of Section 21, Township 2 South, Range 2 West, Salt Lake Base and Meridian.

Also and together with the following tract of land:

Lots 1 and 2 of Section 22, Township 2 South, Range 2 West, Salt Lake Base and Meridian.

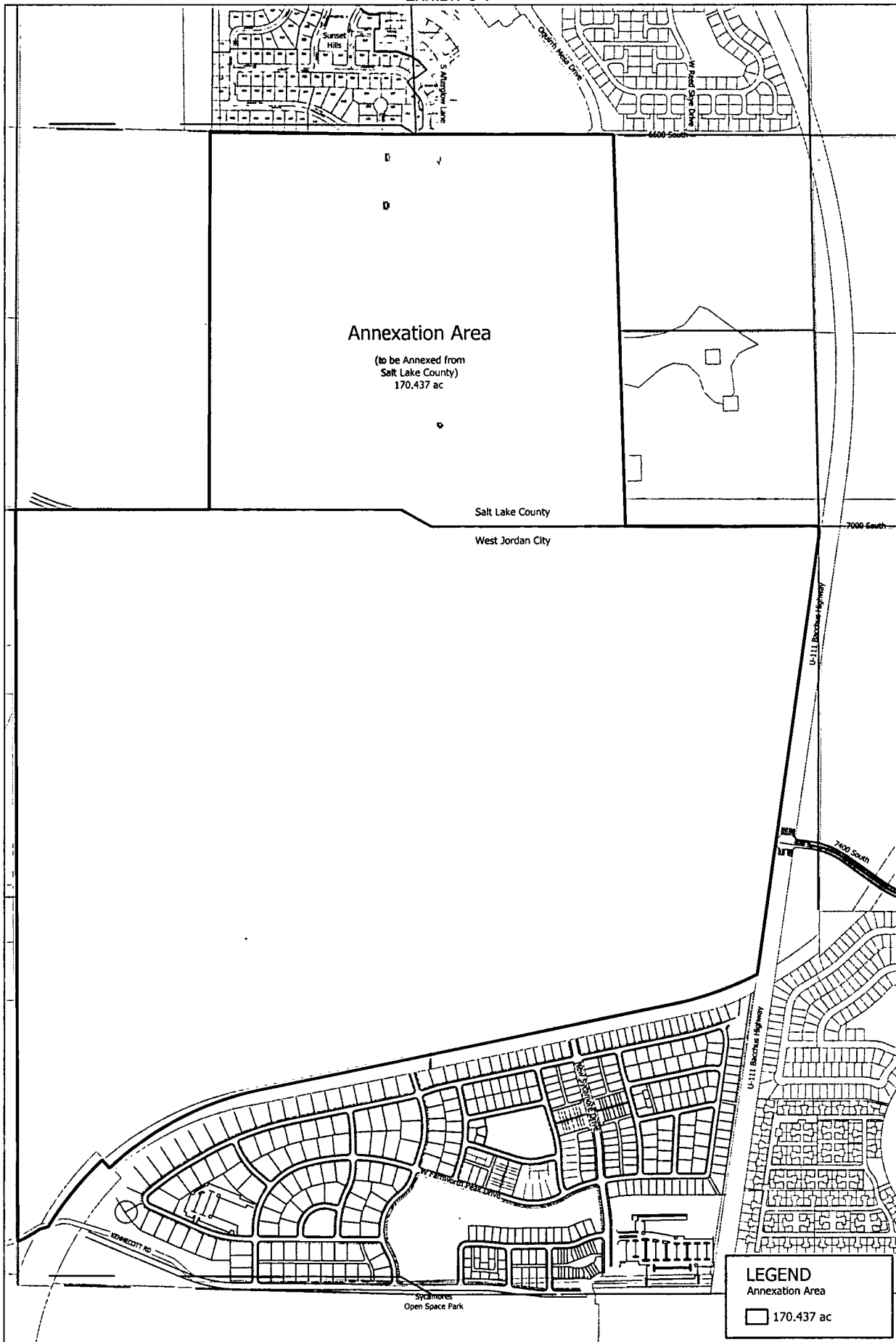
More particularly described as follows:

Beginning at the Southeast Corner of the Southwest Quarter of the Southwest Quarter of Section 22, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence North 89°58'54" West 1327.199 feet; thence North 61°03'14" West 238.608 feet; thence North 89°55'48" West 1331.220 feet; thence North 00°05'54" East 2580.681 feet; thence South 89°27'22" East 1451.104 feet; thence North 00°28'18" East 1.993 feet; thence South 89°51'15" East 1330.142 feet; thence South 01°44'31" East 2684.289 feet to the point of beginning. Property contains 170.437 acres.

Total Parcel Acreage: 170.437 acres approx.

**Exhibit C-1—Map of 170.437-acre Annexation Area**

EXHIBIT C-1



Annexation Area  
Wood Ranch - West Jordan, Utah

Last Updated 5 November 2021  
5 November 2021  
0' 300' 600'

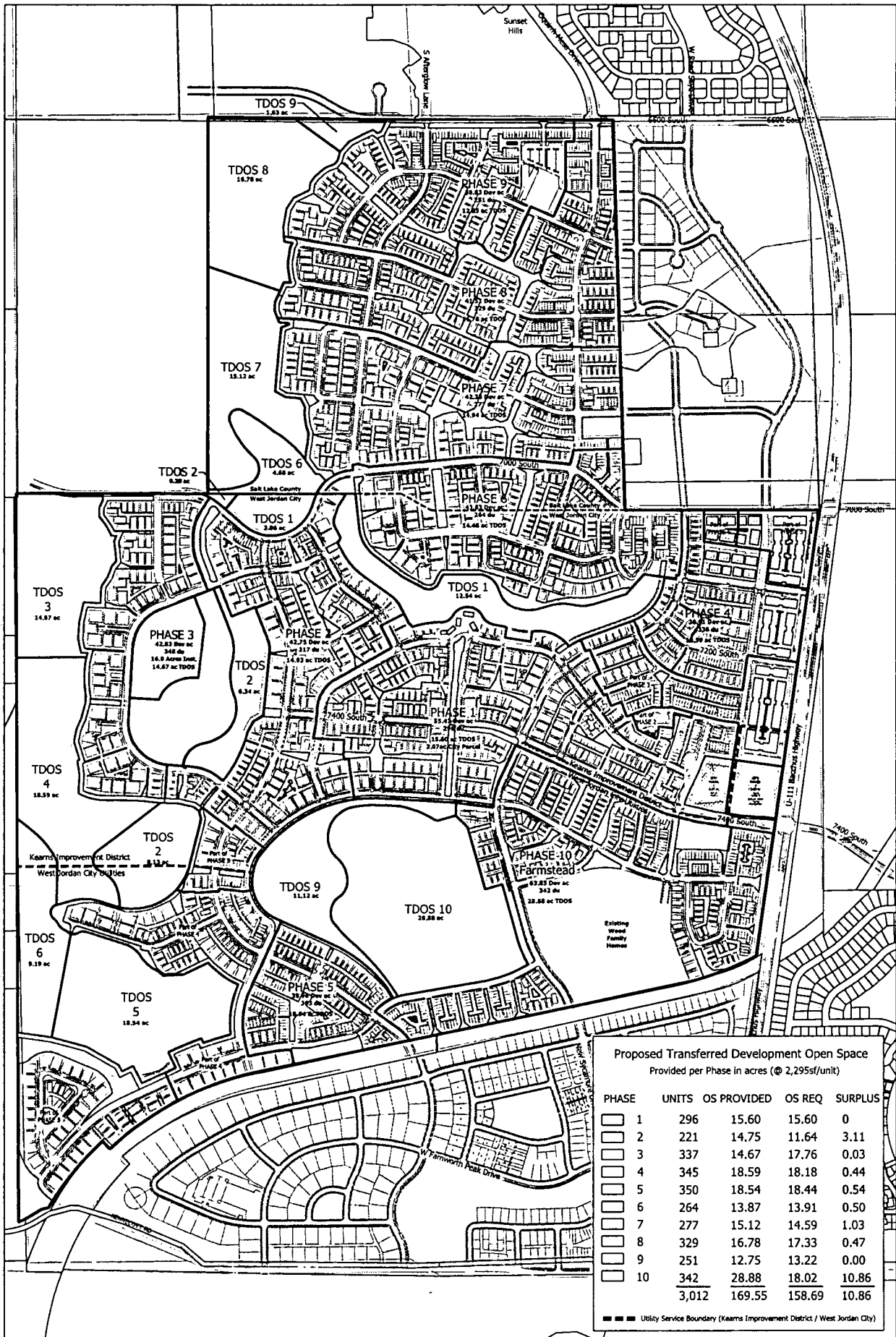


HODGES DESIGN  
Community Design and Land Planning

1b  
of 10 sheets

**Exhibit D—Phasing Plan**

EXHIBIT D



Proposed Transferred Development Open Space  
Provided per Phase in acres (@ 2,295sf/unit)

PHASE	UNITS	OS PROVIDED	OS REQ	SURPLUS
1	296	15.60	15.60	0
2	221	14.75	11.64	3.11
3	337	14.67	17.76	0.03
4	345	18.59	18.18	0.44
5	350	18.54	18.44	0.54
6	264	13.87	13.91	0.50
7	277	15.12	14.59	1.03
8	329	16.78	17.33	0.47
9	251	12.75	13.22	0.00
10	342	28.88	18.02	10.86
	3,012	169.55	158.69	10.86

Utility Service Boundary (Kearns Improvement District / West Jordan City)

**Exhibit E—Form of TDOS Conservation Easement**

**EXHIBIT E**  
**[Form of Conservation Easement]**

WHEN RECORDED, RETURN TO:  
City of West Jordan  
Attention: City Attorney Office  
8000 South Redwood Road  
West Jordan, UT 84088

**CONSERVATION EASEMENT**

THIS CONSERVATION EASEMENT (this "Easement") made effective as of the date of this \_\_\_ day of \_\_\_\_\_, 20\_\_, (the "Effective Date") by and between \_\_\_\_\_ ("Owner"), and City of West Jordan, a Utah political subdivision ("City") (Owner and the City are referred to individually as a "Party" and collectively as the "Parties").

**RECITALS**

A. Owner owns a portion of a project known in West Jordan City as "Wood Ranch" (the "Project") located near 7000 South and west of Utah state road 111.

B. In accordance with provisions of the Master Development Agreement dated \_\_\_\_\_ 2021 (the "MDA") for the Project, the Master Developer and Owner [defined in the MDA] shall cause individual conservation easements to be granted to City over areas of land within the Project known as TDOS lands [defined in the MDA] in connection with subarea plan approvals for the Project.

C. This instrument is granted for the express purpose of fulfilling the conservation easement obligation appertaining to the approval of a subarea plan by City on \_\_\_\_\_, 202\_\_.

D. The real property that is the subject of this Easement is approximately \_\_\_\_\_ (\_\_\_) acres of real property located in Salt Lake County, State of Utah (the "Subject Property"), more particularly described in Exhibit A and shown on the depiction attached as Exhibit B.

E. In accordance with the MDA, City will accept the Easement and agree to abide by the terms of this Easement until such time as City accepts a fee simple dedication of the Subject Property, at which time this Easement shall terminate.

F. As fee owner of the Subject Property, Owner owns the affirmative rights to identify, preserve, and protect forever the Conservation Values (defined below) of the Subject Property. Owner desires to grant a conservation easement to the City pursuant to the 'Land Conservation Easement Act' of Utah's statutes, Sections 57-18-1 to 57-18-7 ("Conservation Easement Act"), which authorizes protection of natural, scenic, open space, aesthetic, historic, hydrologic, ecological, agricultural, and scientific values that are of great importance to Owner and the City.



G. The conservation values intended to be preserved and protected under this Easement include, more particularly:

i. Open Space Value. The Property qualifies as open space that yields a significant public benefit because (a) it is used for the scenic enjoyment of the general public, and (b) such use is supported by a clearly delineated government policies, more particularly:

- Local Government Plans: The Subject Property is on the boundary of the western benches of the Oquirrh mountains. Pursuant to the policies of City, including the plans and values described in the MDA, it is a local government policy to preserve natural open space and vistas and facilitate outdoor recreation.
- Scenic Enjoyment: The Subject Property offers views of the valley and foothills surrounding the Oquirrh mountains. The surrounding mountains covered with gambel oak and grassy openings offer significant opportunities for wildlife viewing. The Property is visible from public access trails and from vantage points from surrounding subdivisions and neighborhoods.

ii. Recreational Value: The Subject Property is adjacent to and includes areas planned for natural and improved surface trails and will be accessible to the public. Trails are available for non-motorized public recreational uses such as hiking, trail running, and mountain biking.

H. The afore-mentioned values are hereafter described as the “Conservation Values” have been disclosed to the Grantor prior to this transaction, in sufficient time to satisfy the disclosure requirements of UCA §57-18-4(4) and state law and Owner has had ample opportunity to contact an attorney concerning any possible legal and tax implications of granting this conservation easement.

I. Owner warrants and represents that Owner has the authority to enter into the Easement and that Owner freely and voluntarily hereby conveys this Easement to the City for the term and purposes described in the MDA and to preserve the Conservation Values in accordance with this Easement until such time as City becomes the fee owner of the Subject Property.

J. City agrees by accepting this grant to honor the intentions of the Owner stated herein and to preserve and protect the Conservation Values of the Subject Property in perpetuity for the public benefit, including as an owner of the Subject Property once Owner or its successor conveys the same to City.

## CONSERVATION EASEMENT TERMS

IN CONSIDERATION of the recitals set forth above, the mutual covenants, terms, conditions, and restrictions contained in this Easement and other good and valuable consideration, the receipt

and sufficiency of which are acknowledged, and pursuant to the Utah Conservation Easement Act, Owner hereby grants and conveys to the City, and the City hereby accepts from Owner, a perpetual conservation easement in, on, over, and across the Subject Property, subject to the terms and conditions set forth in this Easement, restricting uses that may be made of the Subject Property and granting the City certain rights in the Subject Property; and Owner and the City agree as follows:

1. CONSERVATION PURPOSES. The purposes of this Easement, once all geotechnical remediation has been completed by the Owner, are to preserve and protect in perpetuity and, in the event of their degradation or destruction, to assure the preservation and restoration of the Conservation Values of the Property. In particular, the purpose of this Easement is to protect the Property's natural wildlife habitat and native vegetation, its scenic qualities and non-motorized public outdoor recreational opportunities. In achieving the above-named purposes (collectively the "Conservation Purposes"), it is the intent of this Easement to permit the continuation of such uses of the Property as may be conducted consistent with the Conservation Values protected herein, and consistent with the terms, conditions and restrictions stated in this Easement.

2. BASELINE DOCUMENTATION REPORT.

The following Exhibits are attached to and are incorporated into this Easement by this reference:

Exhibit A: Legal Description of the Subject Property;  
Exhibit B: Subject Property Map;

3. THE CITY'S RIGHTS. In order to accomplish the Conservation Purposes, the rights and interests that are granted and conveyed to the City by this Easement include the following:

- A. Preserve and Protect. The right to preserve, protect, identify, monitor, and enhance the Conservation Values in perpetuity, and, once all geotechnical remediation has been completed by the Owner, in the event of subsequent degradation or destruction of the Conservation Values, the right to restore such areas or features of the Subject Property that are damaged by any inconsistent activity or use.
- B. Entry and Access Rights. The City is, by this Easement, granted rights of access by public ways or otherwise including, but not limited to, any access easements appurtenant to the Subject Property or held by Owner, to enter upon the Subject Property at any time in order to: monitor compliance with all geotechnical remediation required to be completed by the Owner, and to otherwise enforce the terms of this Easement; to study and document ecosystems and other features of the Subject Property; and to determine whether the Owner's activities are in compliance with the terms of the MDA and this Easement; all in a manner that does

not unreasonably disturb the use of the Property by Owner consistent with this Easement.

- C. Enforcement. The City has the right to prevent or to enjoin any activity on or use of the Subject Property that constitutes a breach of this Easement or is inconsistent, in any material respect, with the preservation of the Conservation Values.

4. USES OF THE PROPERTY. Except as prohibited or otherwise limited by this Easement, Owner reserves the right to use and enjoy the Property in any manner that is reasonably consistent with the Conservation Values and as may be necessary to develop the Project, including all geotechnical remediation, the installation of utilities, infrastructure, and other improvements for area surrounding or located near the Subject Property. Nothing in this Easement will prevent Owner from installing improvements, including trails, required or contemplated by the MDA. Owner will not perform, nor authorize others to perform, any act on or affecting the Subject Property that is materially inconsistent with this Easement.

5. ENFORCEMENT AND REMEDIES.

- A. Notice of Violation; Corrective Action. If the City becomes aware that a violation of the terms of the MDA or this Easement caused by Owner has occurred or is threatened to occur, the City will give written notice to Owner of such violation who will, in the case of an existing violation, promptly cure the violation by (a) ceasing the same and (b) restoring the Subject Property to the condition before such violation, or in the case of a threatened violation, refrain from the activity that would result in the violation. If Owner fails to cure such violation within sixty (60) days after receipt of notice from the City, or under circumstances where the violation cannot reasonably be cured within a sixty (60)-day period, or if Owner fails to begin curing such violation within the sixty (60)-day period or if Owner fails to continue diligently to cure such violation until finally cured, the City will have all remedies available at law or equity to enforce the terms of this Easement, including, without limitation, the right to seek a temporary or permanent injunction with respect to such activity, to cause the restoration of that portion of the Subject Property affected by such activity to the condition that existed prior to the undertaking of such prohibited activity and to seek monetary damages. With respect to this instrument, the Parties agree that the following apply:

- i. Owner is responsible for the acts and omissions of persons acting on its behalf, at its direction or with its authorization including but not limited to Owner's agents, employees, lessees, and guests ("Owner Parties"), and the City has the right to enforce this Easement against Owner for any use of or activities upon the Property which are a violation of this Easement, and which result from such acts or omissions of Owner. Except for Owner Parties, Owner is not liable for any acts, actions, or omission of any other person and the City does not have a right to enforce this Easement or make any claim arising under this Easement with respect to Owner for the acts or commission of any other person.

- ii. The City has the right, but not the obligation, to exclude all non-Owner Parties and to pursue all legal and equitable remedies provided under this Paragraph against any third party responsible for any activity or use of the Property that is a violation of this Easement.
- B. Emergency Enforcement. If the City, in its reasonable good faith judgment, determines that circumstances require immediate action to prevent or mitigate significant, immediate, and material damage to the Conservation Values or to prevent significant and material breach of this Easement, the City may pursue its remedies under this Easement without prior notice to Owner and without waiting for the cure period to expire.
- C. Acts Beyond the Owner's Control. Notwithstanding anything here to contrary, nothing contained in this Easement will be construed to entitle the City to bring any action against Owner for, or to require the City or Owner to, restore destruction of or damage to the Conservation Values resulting from, any damage, injury to or change in the Property resulting from or arising as a result of causes beyond Owner's or Owner's Parties' control, including without limitation fire, flood, storm, , acts of God and/or any other natural disasters, excluding geotechnical failures, or from any action that Owner reasonably determines is prudent under emergency conditions to prevent, abate, or mitigate significant injury to the Property.

6. REPRESENTATIONS AND WARRANTIES.

- A. Hazardous Material. Owner warrants that it has no actual knowledge of release or threatened release of hazardous substances or wastes on the Subject Property, as such substances and wastes are defined by applicable law and Owner shall not release or cause to be released hazardous substances or wastes on the Subject Property
- B. State of Title. Owner represents and warrants that Owner has good and marketable title to the Property. To the best of Owner's knowledge, there are no existing easements, leases or other agreements with Owner and third parties that might cause extinguishment of this Easement, or that would materially impair the Conservation Purposes or Conservation Values.
- C. Compliance with Laws. Owner has not received notice of and has no knowledge of any material violation of any federal, state, county, or other governmental or quasi-governmental statute, ordinance, rule, regulation, law, or administrative or judicial order with respect to the Subject Property.
- D. No Litigation. Owner represents and warrants that to its knowledge there is no action, suit, or proceeding that is pending or threatened against the Subject Property or any portion thereof relating to or arising out of the ownership or use of the Subject Property, or any portion thereof, in any court or before or by any federal,

state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

E. Authority to Execute Easement. The person or persons executing this Easement on behalf of the City represents and warrant that the execution of this Easement has been duly authorized by the City. The person or persons executing this Easement on behalf of Owner represent and warrant that the execution of this Easement has been duly authorized by Owner.

7. RUNNING WITH THE LAND. This Easement burdens and runs with the Subject Property. Every provision of this Easement that applies to Owner or the City also applies until the City accepts a fee simple dedication of the Subject Property, at which time this Easement shall merge into the deed and extinguish by operation of law..

8. SUBSEQUENT TRANSFERS AND SUBORDINATION. Owner agrees that the terms, conditions, restrictions, and purposes of this Easement or reference thereto will be inserted by Owner in any subsequent deed or other legal instrument by which Owner divests the fee simple title of the Subject Property; and City agrees to hold the Subject Property, upon obtaining title to the same, consistent with the Conservation Values described herein. Any successor in interest of the Owner, by acceptance of a deed, lease, or other document purporting to convey an interest in all or any portion of the Property, will be deemed to have consented to, reaffirmed, and agreed to be bound by all of the terms, covenants, restrictions, and conditions of this Easement. Upon the City's acceptance of fee simple title to the Subject Property, Owner will have no further obligations or responsibilities of any kind under this Easement except for those obligations described in the MDA, or otherwise agreed to by the Parties in writing.

9. CONDEMNATION. If all or part of the Subject Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, Owner and the City will join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, it being expressly agreed that this Easement constitutes a compensable property right. All expenses incurred by Owner and the City in such action will be paid out of the recovered proceeds. City will use all such proceeds in a manner consistent with the conservation purposes of this Easement as of the effective date of this grant.

10. AMENDMENT. Owner and City recognize that in connection with platting and developing the Project, an amendment to this Easement may be necessary to account for topography, survey or infrastructure requirements, or similar reasons. So long as an amendment has a neutral or positive effect on the Conservation Values and does not diminish the overall size of the Subject Property, the Parties shall cooperate with each other in effecting such an amendment. Any such amendment will be recorded in the land records of Salt Lake County, Utah.

11. NOTICE. Any written notice called for in this Easement will be delivered: (i) in person; (ii) by certified mail, return receipt requested, postage prepaid; (iii) by facsimile or e-mail with the original deposited with the United States Post office, postage prepaid; or (iv) by next-

business-day delivery through a reputable overnight courier that guarantees next-business-day delivery and provides a receipt. Notices must be addressed as follows:

To the City:

City of West Jordan  
Attention: City Attorney  
8000 South Redwood Road  
West Jordan, UT 84088

To Owner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either Party may, from time to time, by written notice to the other, designate a different address that will be substituted for the relevant address or addresses set forth above. Notice is deemed to be given upon receipt.

## 12. INTERPRETATION.

- A. Intent. It is the intent of this Easement to protect the Conservation Values in advance of the fee simple dedication identified in the MDA.
- B. Governing Law. This Easement will be interpreted in accordance with the laws of the State of Utah.
- C. Captions. The section captions in this Easement have been inserted solely for convenience of reference and are not part of this Easement and will have no effect upon construction or interpretation.

13. RESTRICTIONS ON TRANSFER. Other than in the context of condemnation that complies with this Easement, this Easement may not be transferred by City, unless the transferee strictly agrees to protect the Conservation Values and to hold the Subject Property to promote the Conservation Purposes. Any subsequent transfer of this Easement by any successor in interest to the City in whole or in part shall also be subject to the provisions of this Paragraph. Any attempted transfer by City of all or a portion of this Easement contrary to the terms hereof shall be invalid but shall not operate to extinguish this Easement.

14. COUNTERPARTS. This Easement may be executed in one or more counterparts, all of which taken together will be considered one and the same agreement and each of which will be deemed an original. This Easement shall become effective as of the date first written above.

15. RECORDING. City is authorized to record or file any notices or instruments appropriate to assuring the enforceability of this Easement, and Owner agrees to execute any such instruments upon reasonable request.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE CONSERVATION EASEMENT

OWNER AND THE CITY have executed this Conservation Easement as of the Effective Date.

OWNER:

\_\_\_\_\_

CITY:

City of West Jordan

**EXHIBIT – DO NOT**

**EXHIBIT – DO NOT SIGN**

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

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

**EXHIBIT – DO NOT  
SIGN**

Attest: \_\_\_\_\_

City Recorder

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, on behalf of the foregoing company/corporation.

**EXHIBIT – DO NOT SIGN**

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

My Commission Expires:  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, on behalf of the City of West Jordan.

**EXHIBIT – DO NOT SIGN**

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

My Commission Expires:  
\_\_\_\_\_



**EXHIBIT A  
TO  
CONSERVATION EASEMENT**

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**LEGAL DESCRIPTION OF THE SUBJECT PROPERTY**

A-1

**EXHIBIT B  
TO  
CONSERVATION EASEMENT**

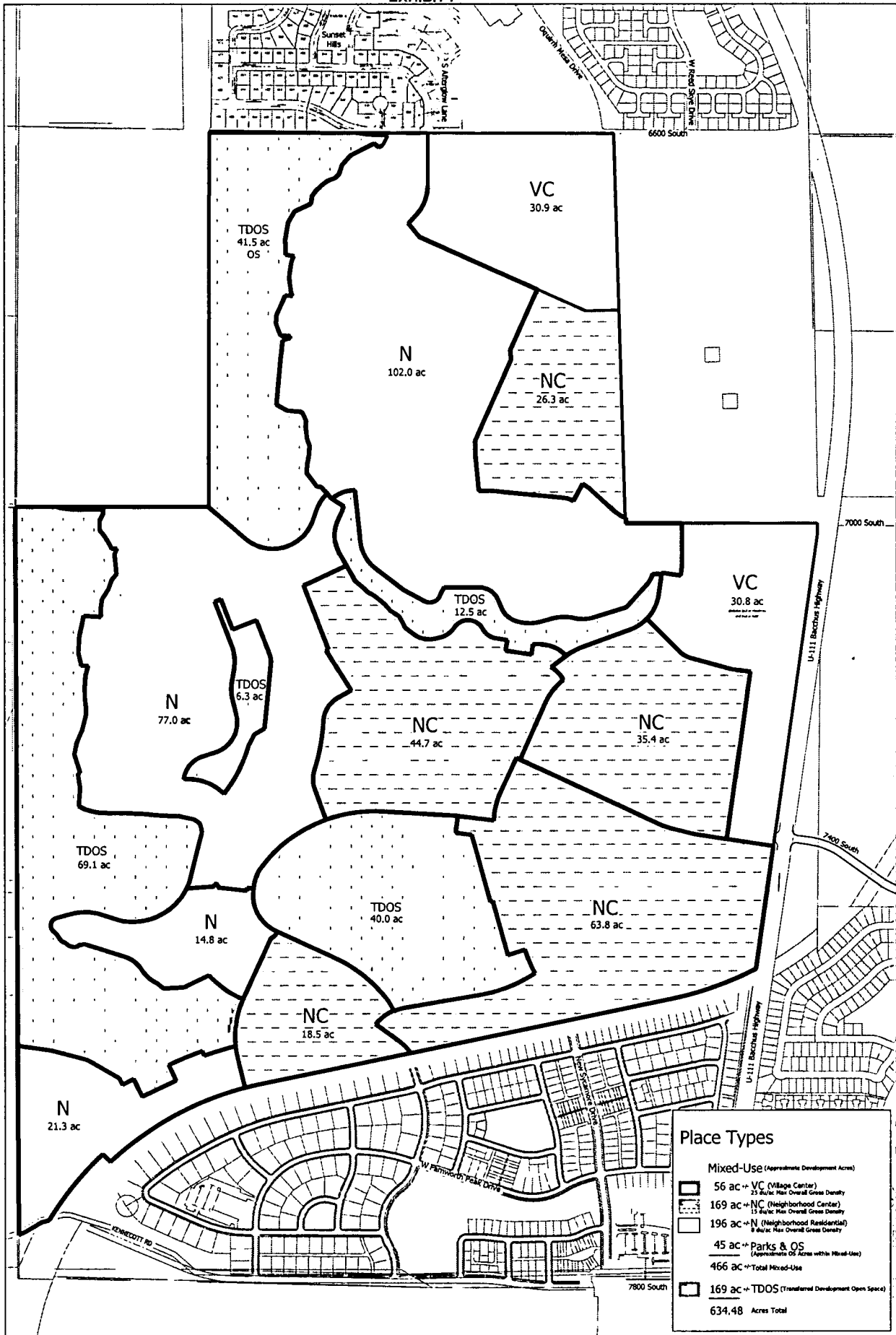
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**PROPERTY MAP**

B-1

**Exhibit F--PCH Zone Place Types/Proposed Zoning**

EXHIBIT F



Place Type Designations  
Wood Ranch - West Jordan, Utah

Last Updated 5 November 2021  
5 November 2021  
0' 300' 600'



HODGES DESIGN  
Community Design and Land Planning

2  
of 16 sheets

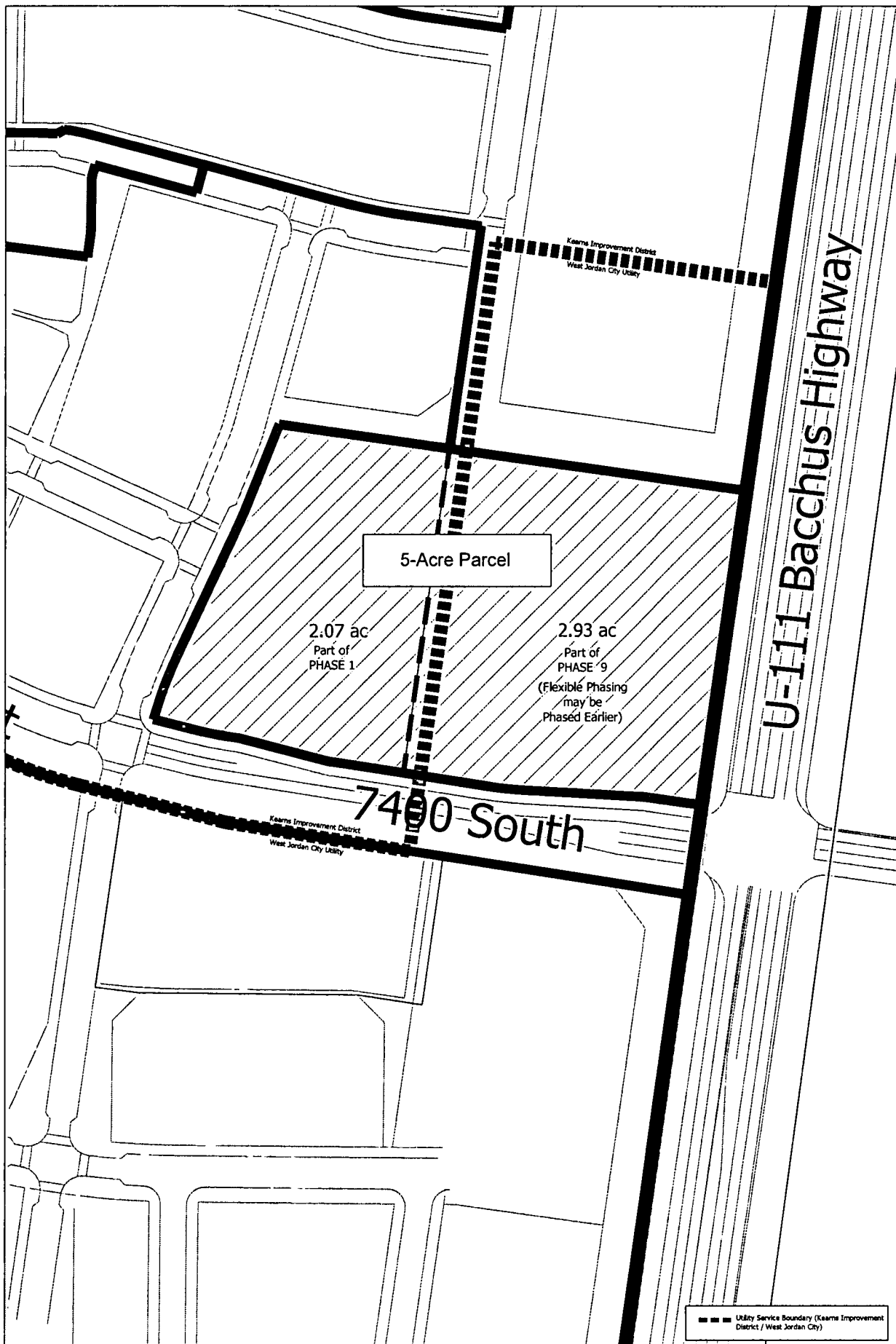
**Exhibit G—Legal Description for 5-Acre Parcel**

**EXHIBIT G**  
**LEGAL DESCRIPTION**  
**5 ACRE PARCEL**

Beginning at a point on the Westerly Line of State Road 111 (Bacchus Highway), said point lies North 89°58'53" West 240.654 feet along the Section Line and South 1768.274 feet from the North Quarter Corner of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence along said State Road 111 (Bacchus Highway) South 08°02'22" West 363.345 feet; thence North 81°57'28" West 65.602 feet; thence North 86°43'14" West 136.953 feet to a point on a 471.000 foot radius tangent curve to the right, (radius bears North 03°16'46" East, Chord: North 83°53'53" West 46.386 feet); thence along the arc of said curve 46.404 feet through a central angle of 05°38'42"; thence North 81°04'32" West 183.756 feet; thence North 75°25'50" West 103.471 feet to a point on a 461.000 foot radius non tangent curve to the right, (radius bears North 07°19'59" East, Chord: North 79°12'52" West 55.521 feet); thence along the arc of said curve 55.554 feet through a central angle of 06°54'17"; thence North 75°45'44" West 45.302 feet to a point on a 470.000 foot radius non tangent curve to the right, (radius bears South 74°29'26" East, Chord: North 20°15'43" East 77.878 feet); thence along the arc of said curve 77.968 feet through a central angle of 09°30'17"; thence North 25°00'51" East 170.624 feet to a point on a 230.000 foot radius tangent curve to the left, (radius bears North 64°59'09" West, Chord: North 23°24'04" East 12.950 feet); thence along the arc of said curve 12.951 feet through a central angle of 03°13'35"; thence North 21°47'17" East 70.271 feet to a point on a 230.000 foot radius tangent curve to the left, (radius bears North 68°12'43" West, Chord: North 18°30'48" East 26.276 feet); thence along the arc of said curve 26.290 feet through a central angle of 06°32'57"; thence North 15°05'29" East 8.295 feet; thence South 81°57'38" East 543.242 feet to the point of beginning.

Property contains 5.001 acres.

**Exhibit G-1—Map of 5-Acre Parcel**



5-Acre Parcel  
Wood Ranch - West Jordan, Utah

Shown with Conceptual Street Layout

Last Modified: 10 November 2021  
10 November 2021  
0 100 200



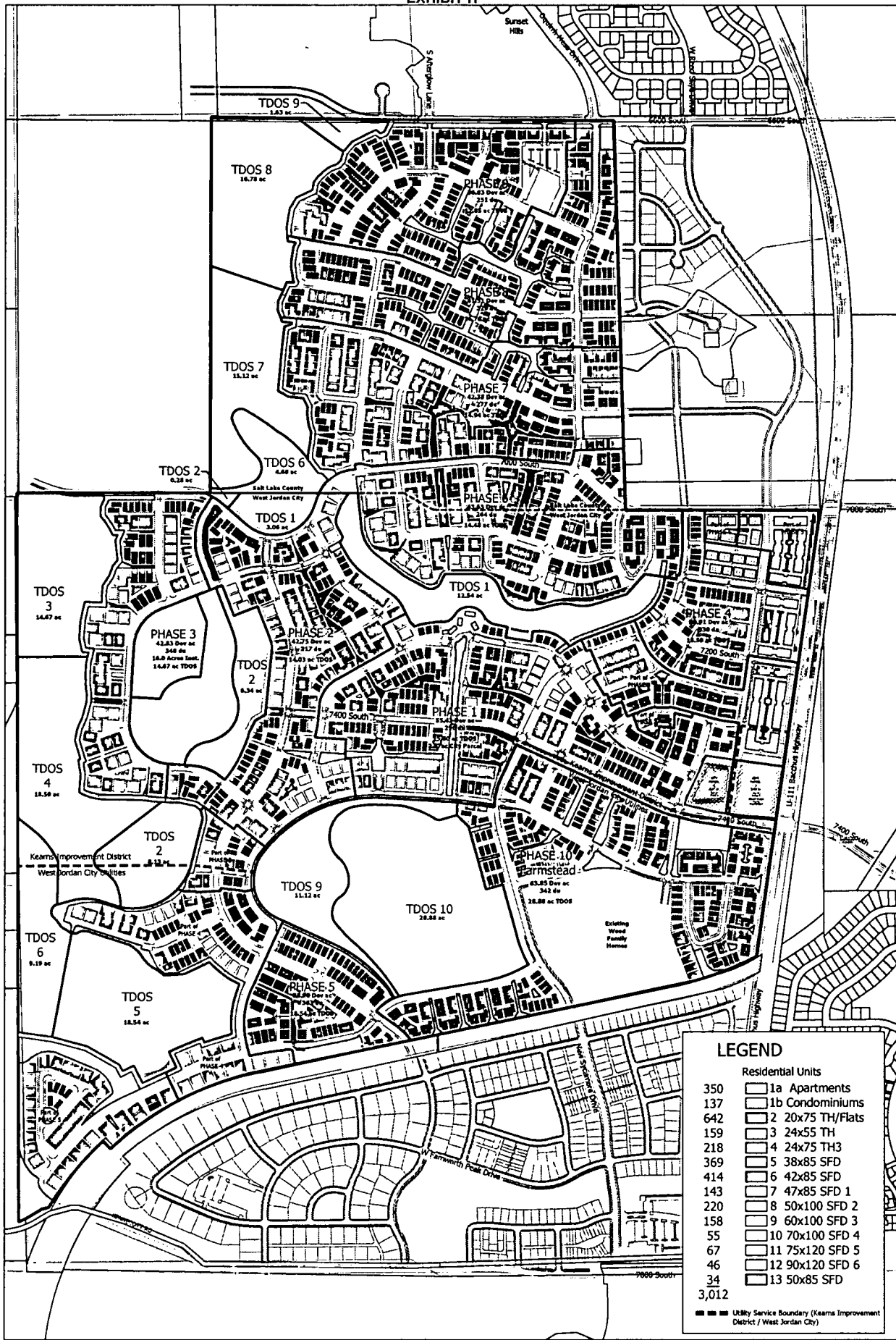
HODGES DESIGN  
Community Design and Land Planning

10a  
of 10 Sheets



**Exhibit H—Lotting Plan**

EXHIBIT H



LEGEND

Residential Units

- 350 1a Apartments
- 137 1b Condominiums
- 642 2 20x75 TH/Flats
- 159 3 24x55 TH
- 218 4 24x75 TH3
- 369 5 38x85 SFD
- 414 6 42x85 SFD
- 143 7 47x85 SFD 1
- 220 8 50x100 SFD 2
- 158 9 60x100 SFD 3
- 55 10 70x100 SFD 4
- 67 11 75x120 SFD 5
- 46 12 90x120 SFD 6
- 34 13 50x85 SFD

3,012

Utility Service Boundary (Keams Improvement District / West Jordan City)

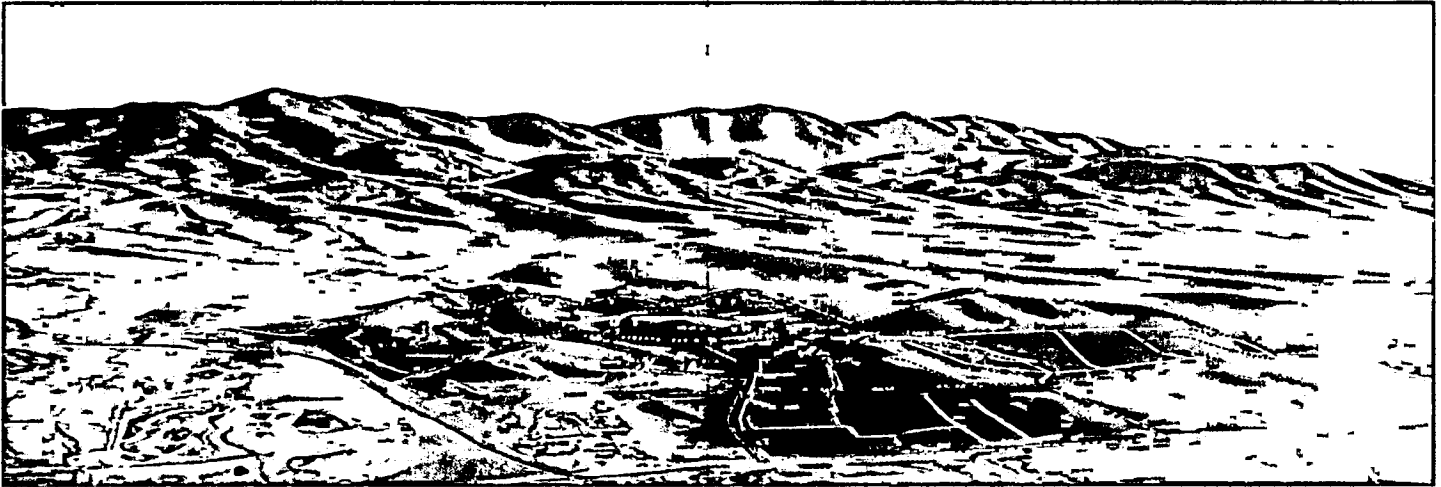


**Exhibit I—Compendium of Council Exhibits**

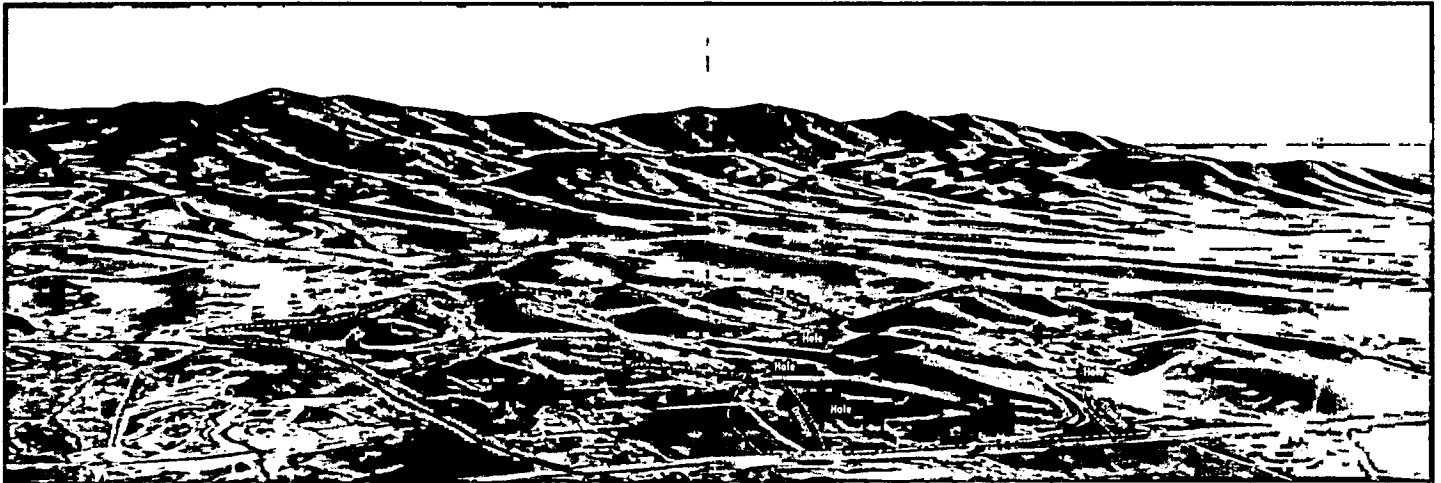
EXHIBIT 1



Proposed community character nestled into foothill valleys and behind central ridge



Proposed modifications to dome and central ridge - mining reclamation in county at right



Aerial view NW with U-111 in foreground and Oquirrh range behind

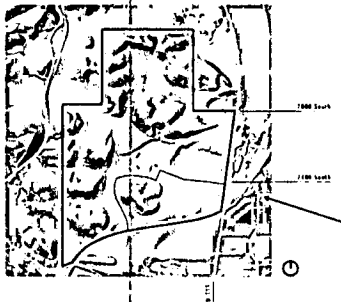
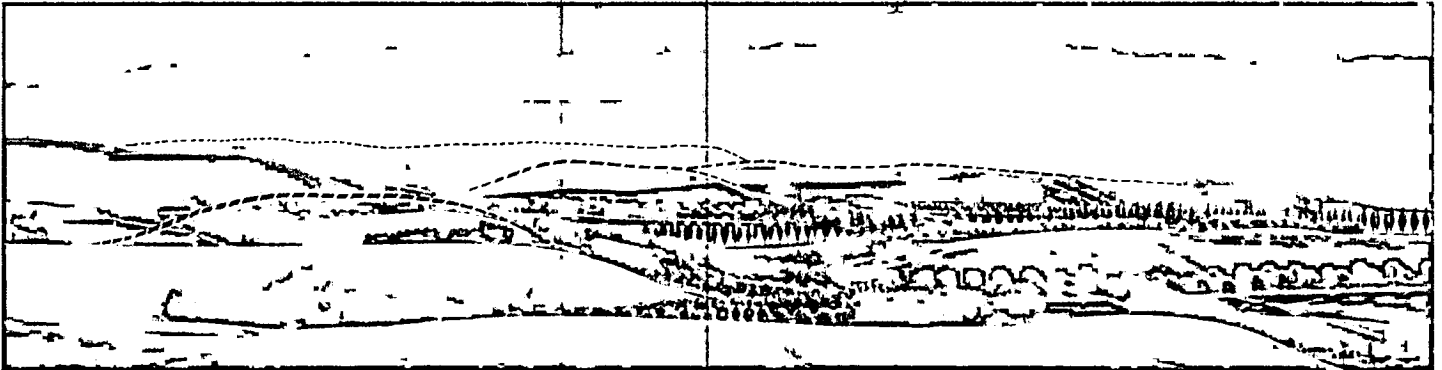


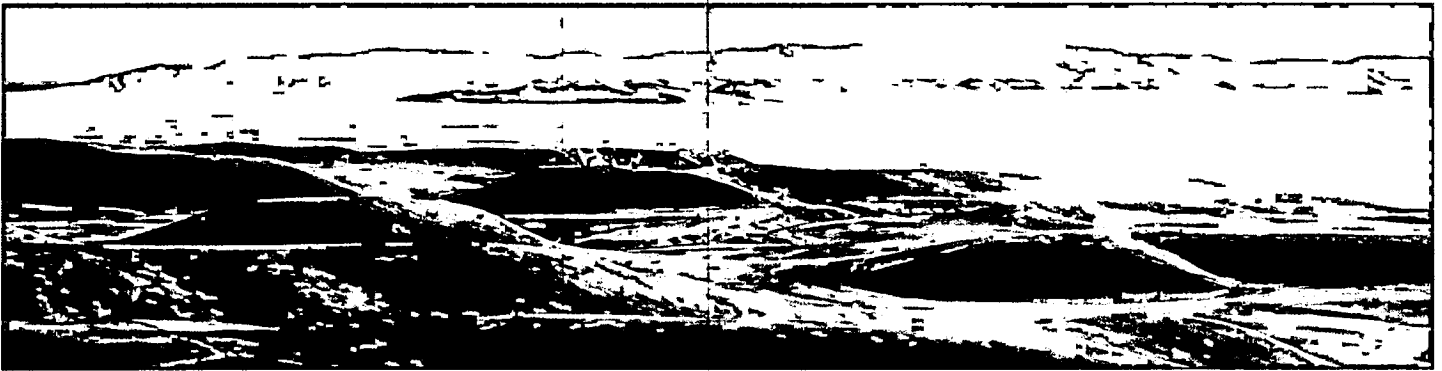
EXHIBIT 1



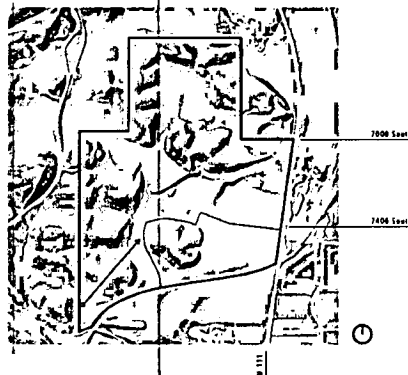
Proposed community framework and place making enhancements

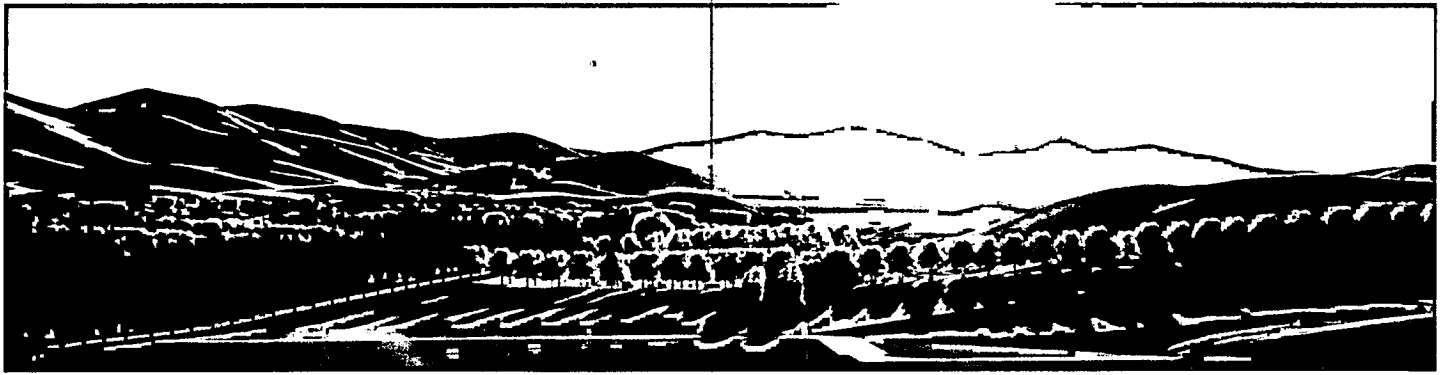


Proposed modification to dam and central ridge with permitted mining shown behind

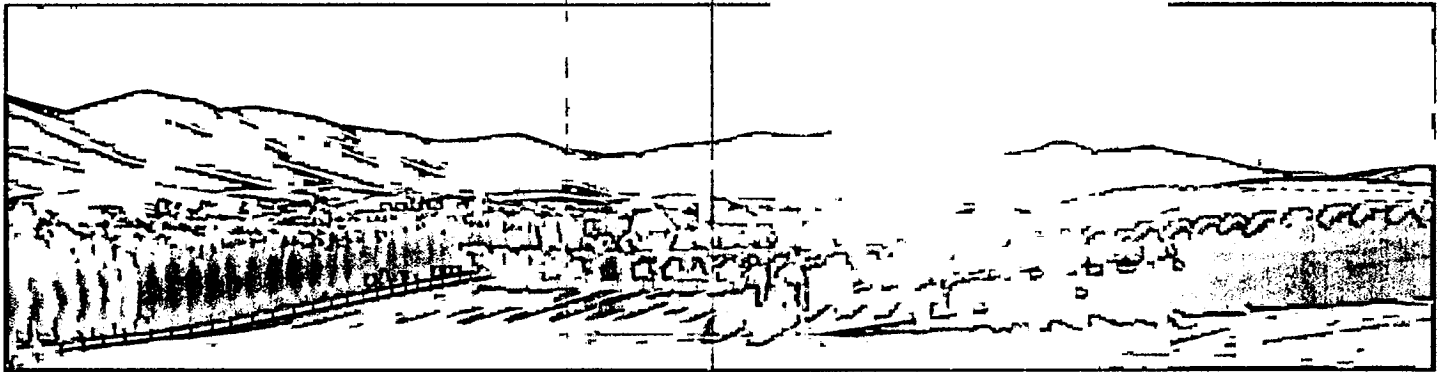


View NNE across entire property to gravel mine

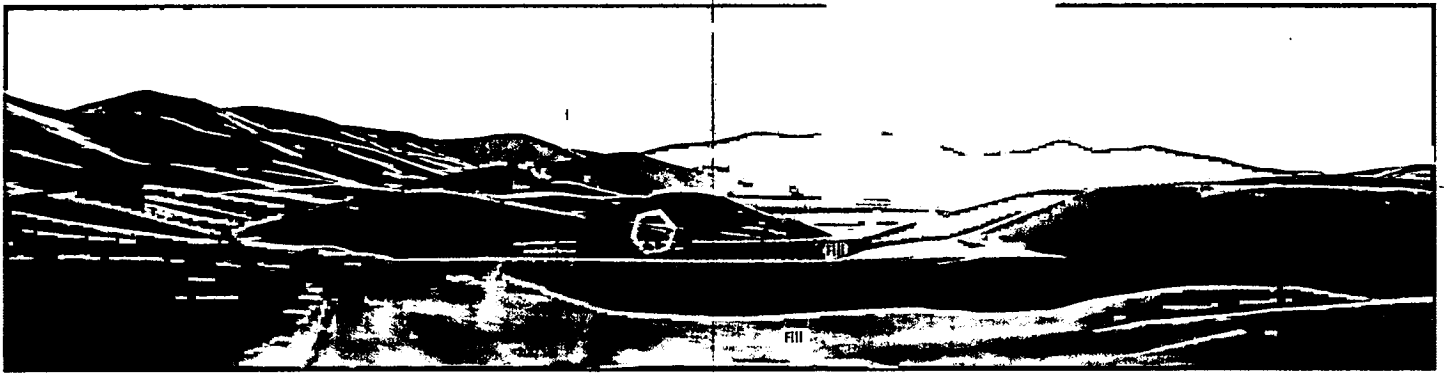




Proposed community framework character



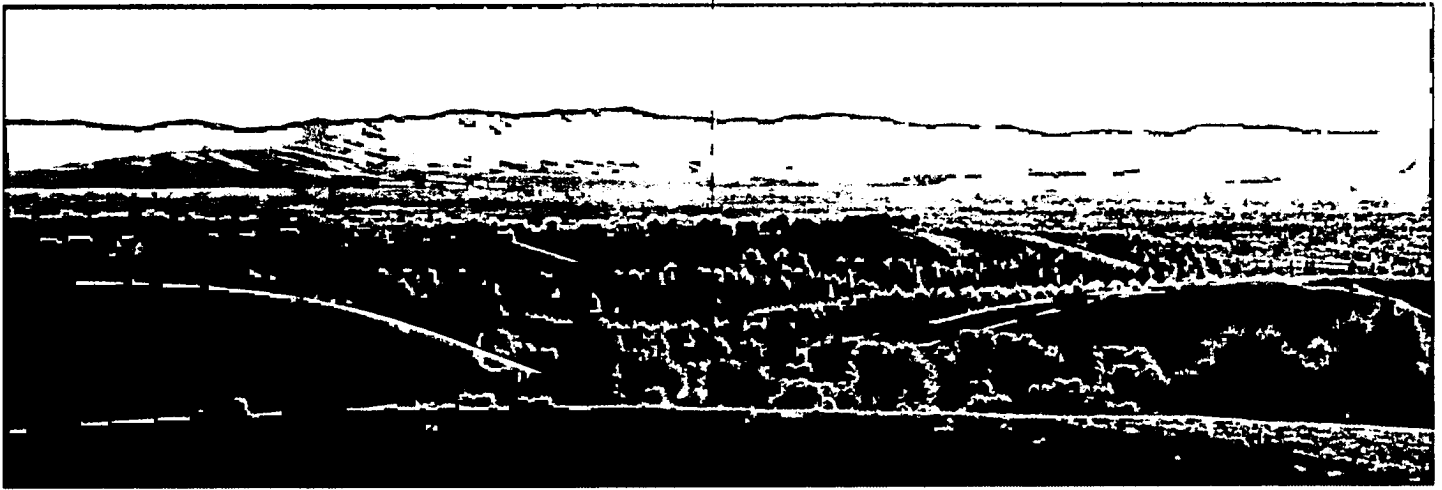
Proposed modification to dome and central ridge



View W from U-111 to modified dome and central ridge with western hills and Oquirrh range behind



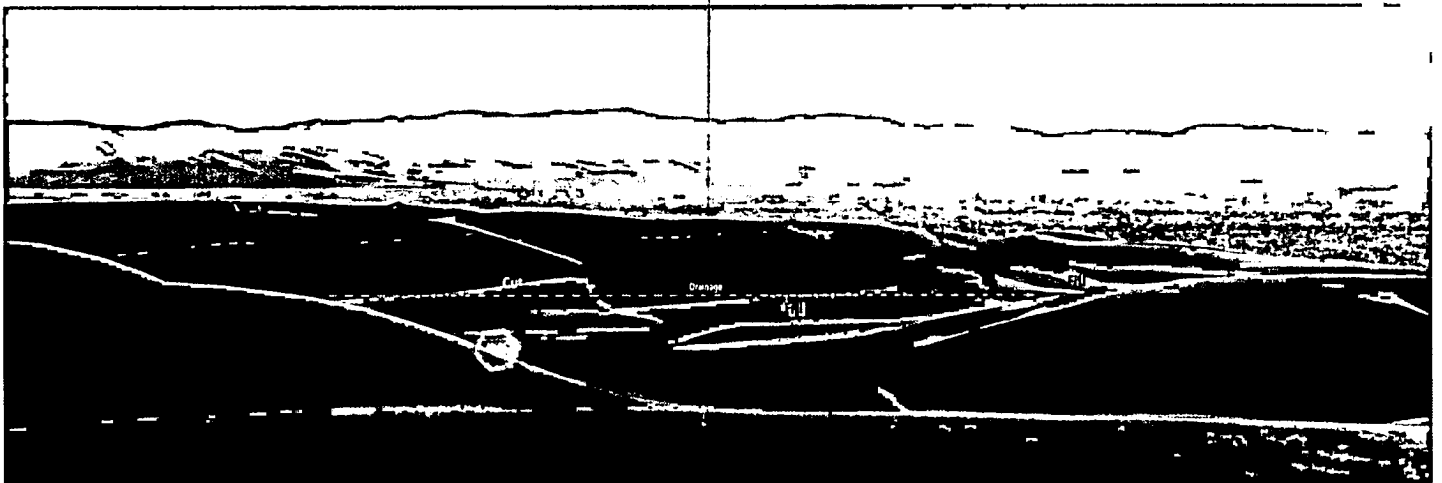
EXHIBIT 1



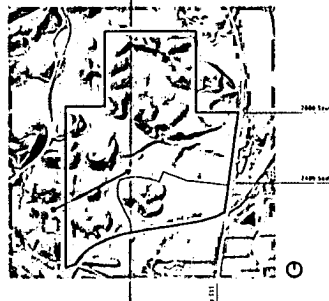
Proposed community character and mine reclamation



Proposed modification to dome and central ridge - Mining operations permitted through county



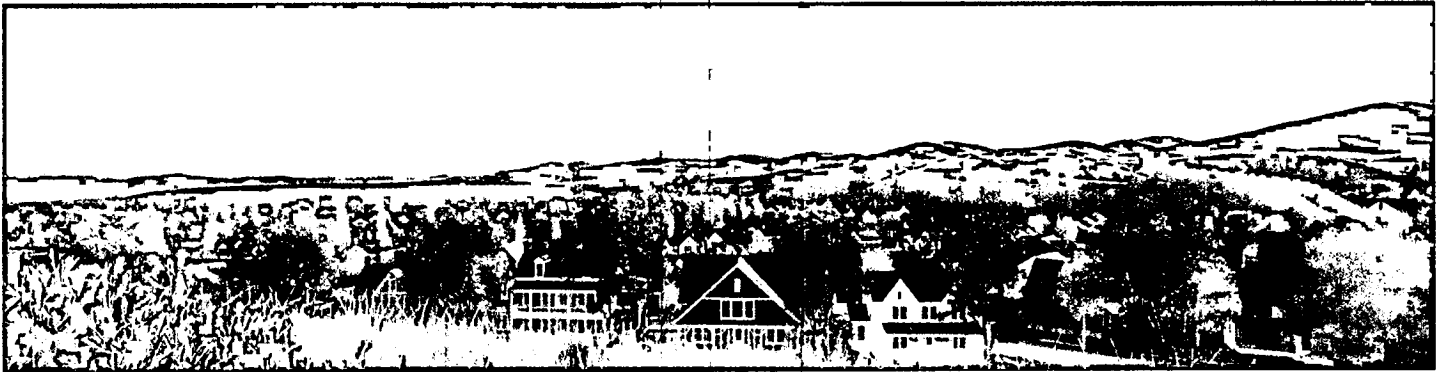
View NE from western hills to central ridge and gravel mine



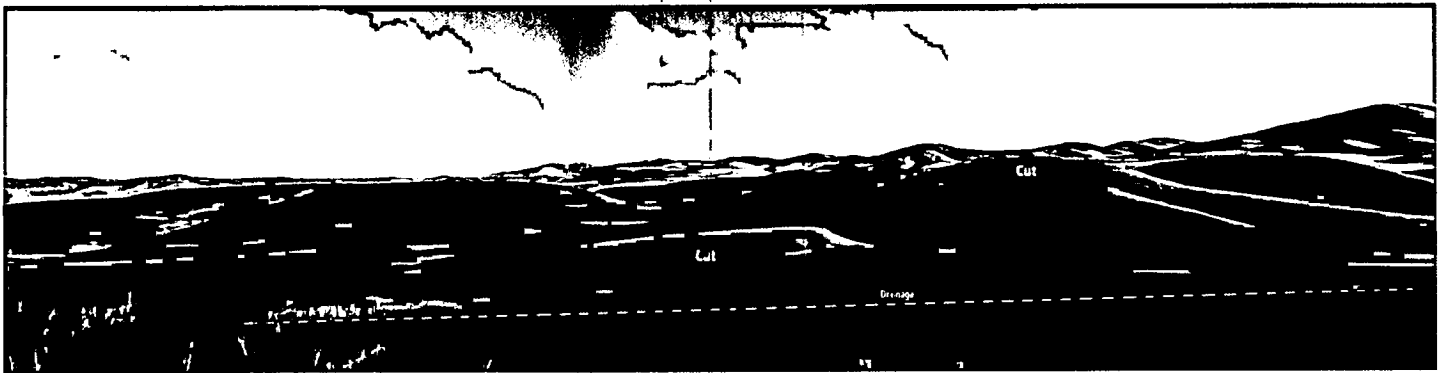
Wood Ranch  
Aerial Images of the Master Plan



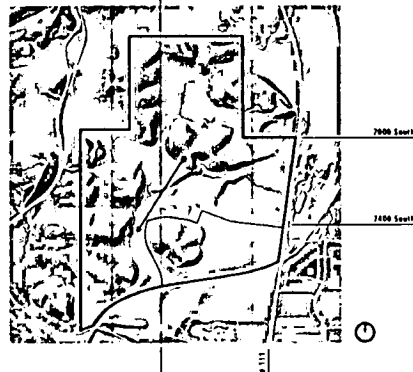
Proposed community character



Proposed modification to dam



View to SW from modified central ridge



# Wood Ranch

Aerial Images of the Master Plan



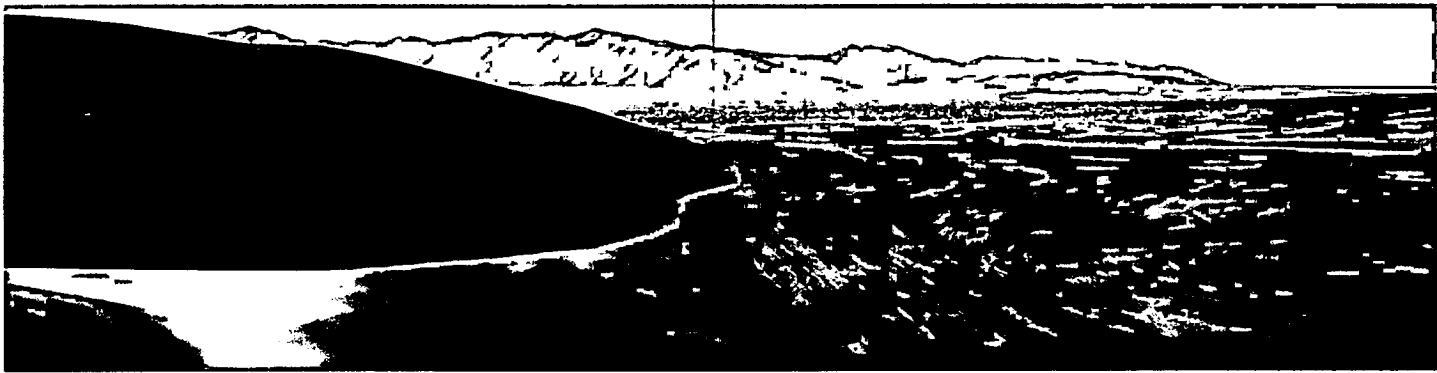
EXHIBIT 1



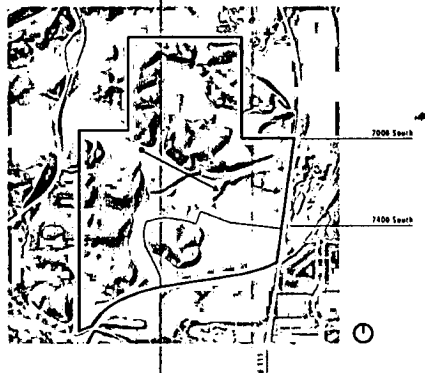
Proposed community character



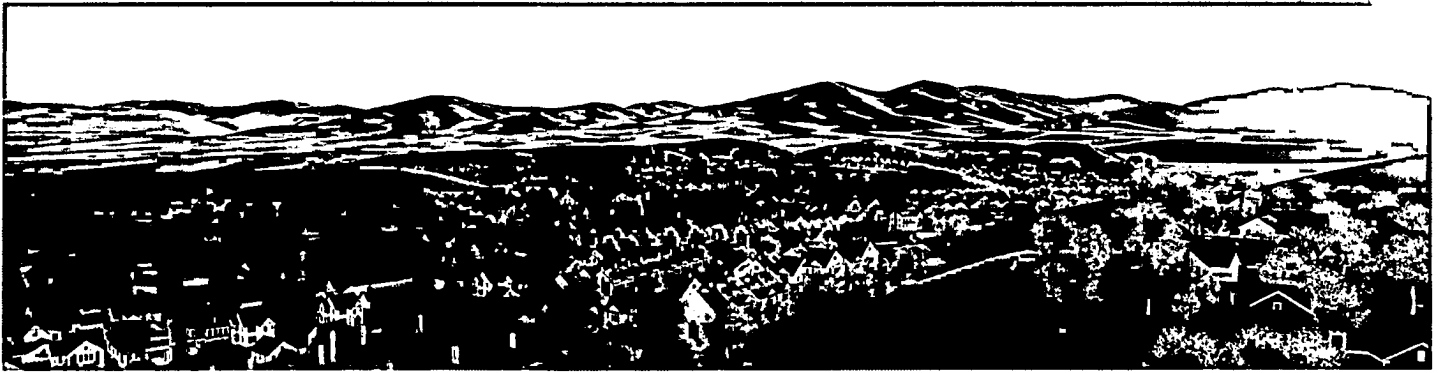
Proposed modification to central ridge



View SE from valley floor past central ridge



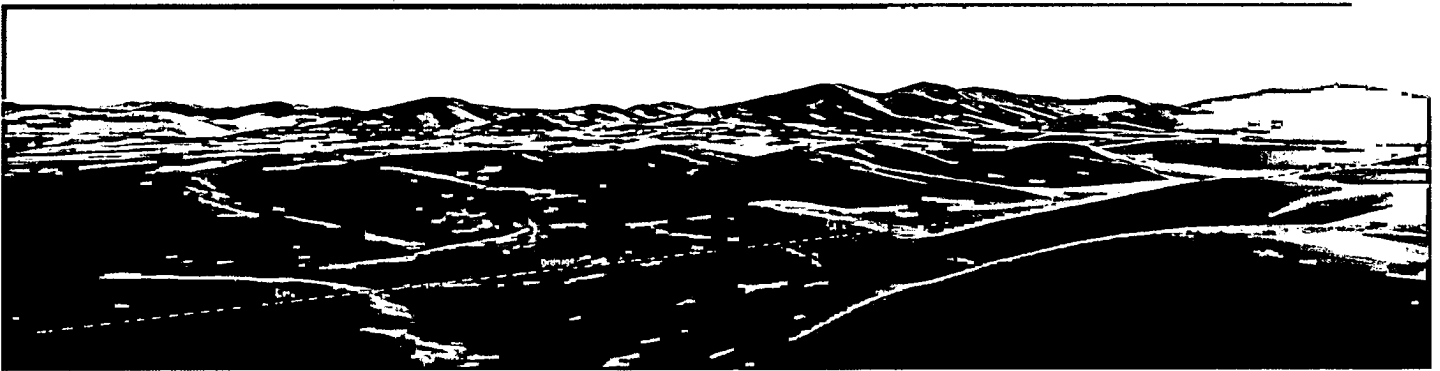
Wood Ranch  
Aerial Images of the Master Plan



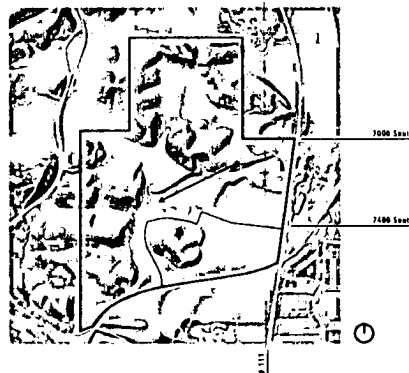
Proposed community character



Proposed modification to dome and central ridge

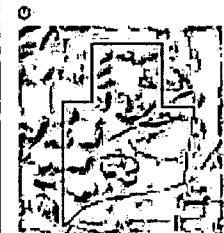
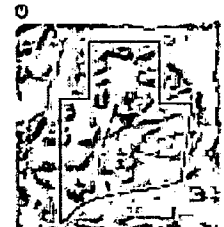
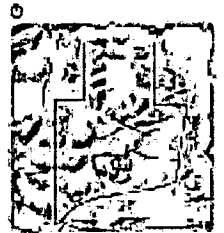
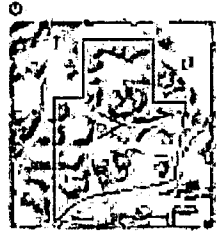


View SW from modified central ridge to dome and western hills



# Wood Ranch

Aerial Images of the Master Plan

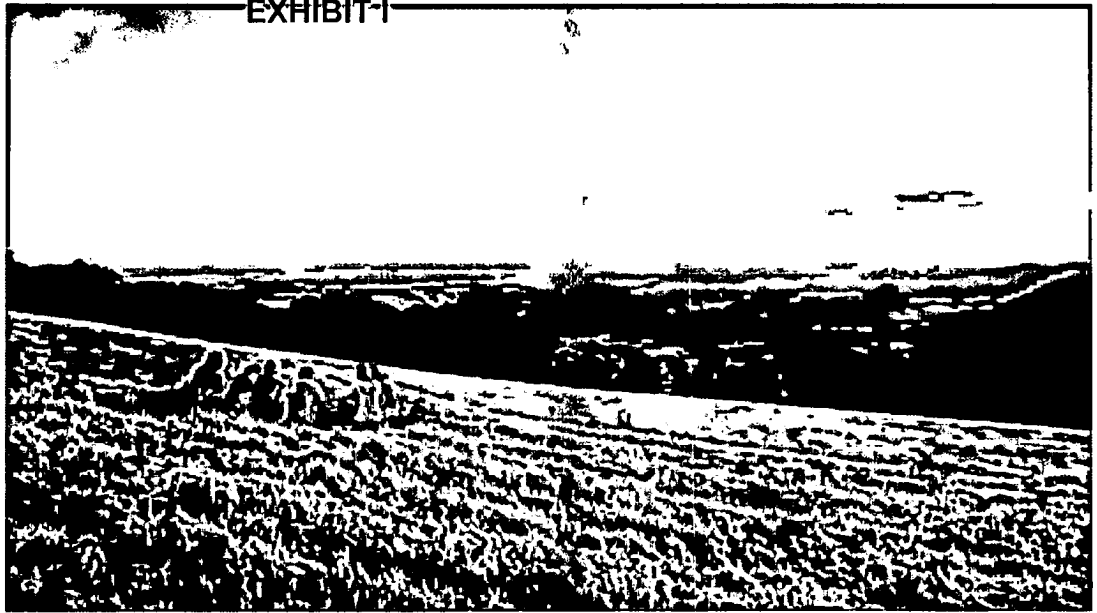


## Wood Ranch

Aerial Images of the Master Plan

EXHIBIT 1

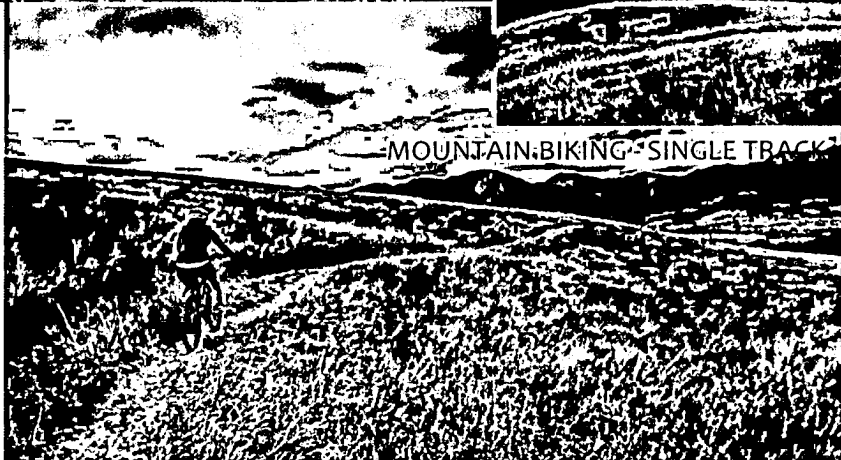
WOOD RANCH  
PARK & TRAIL CONCEPTS



SEATING ALONG TRAIL



ICONIC ELEMENTS ALONG TRAIL NETWORK



MOUNTAIN BIKING SINGLE TRACK

EXHIBIT I  
WOOD RANCH  
REPRESENTATIVE LANDSCAPE CONCEPTS

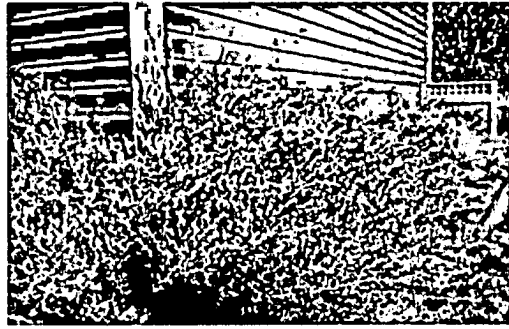
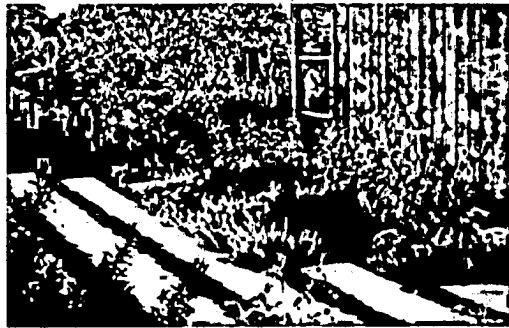
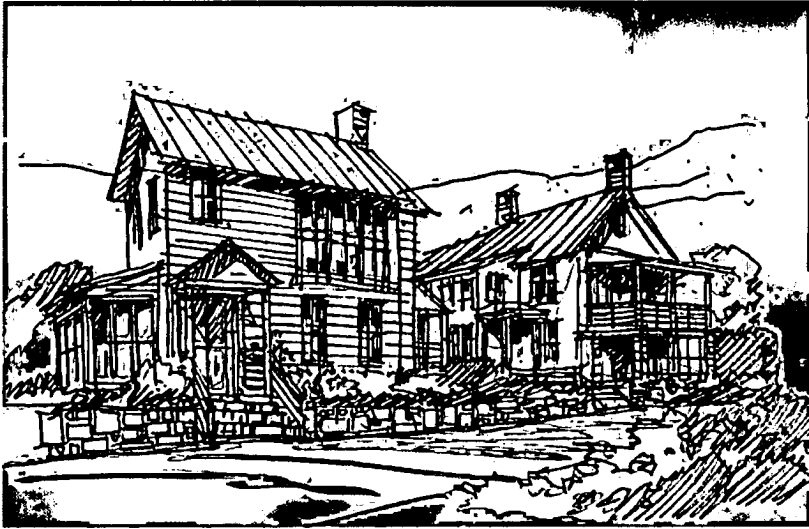


EXHIBIT I

WOOD RANCH

CONCEPTUAL RESIDENTIAL ARCHITECTURE



GREENCOURT PROTOTYPE

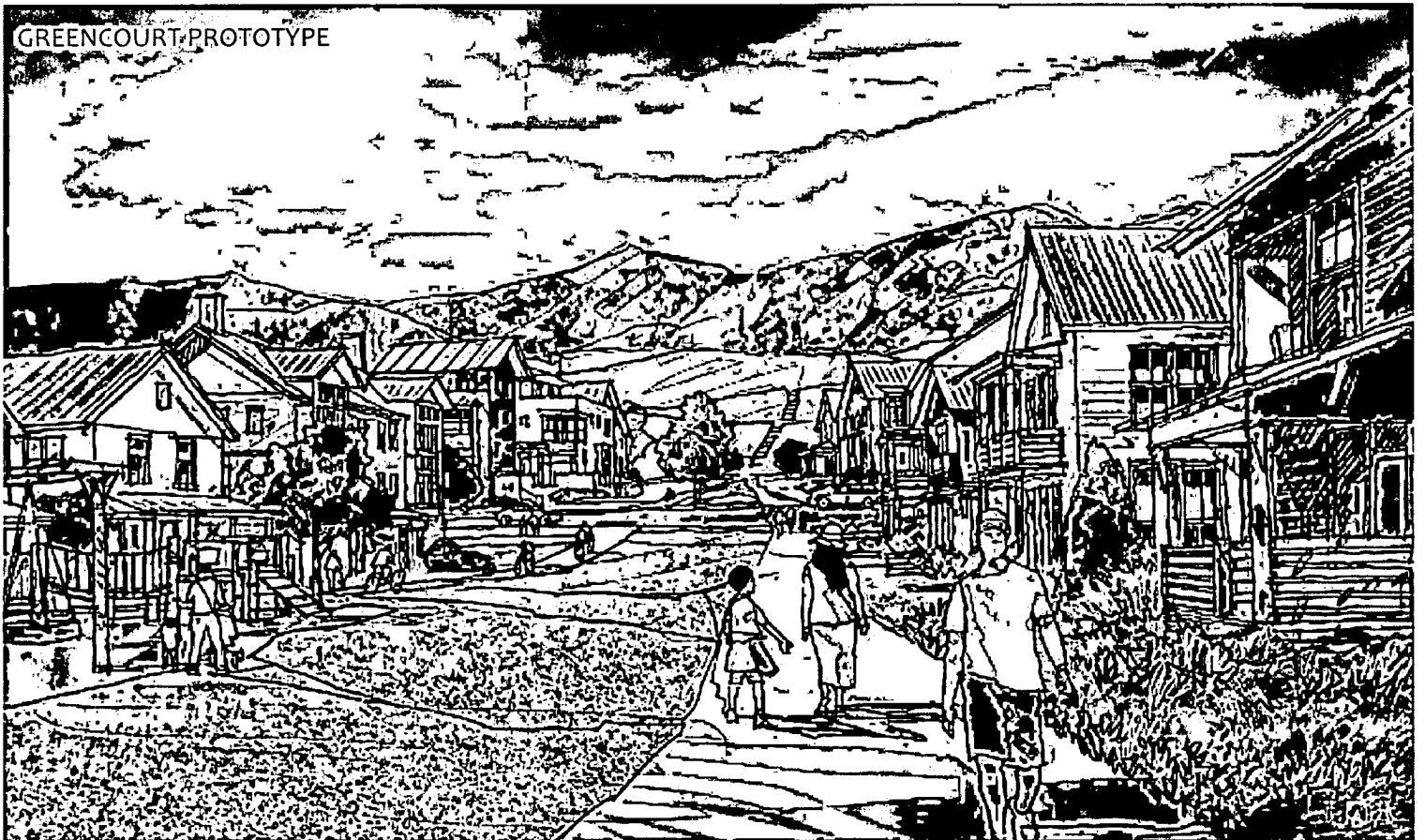


EXHIBIT  
WOOD RANCH

PROTOTYPES OF BASECAMP & VILLAGE CENTER

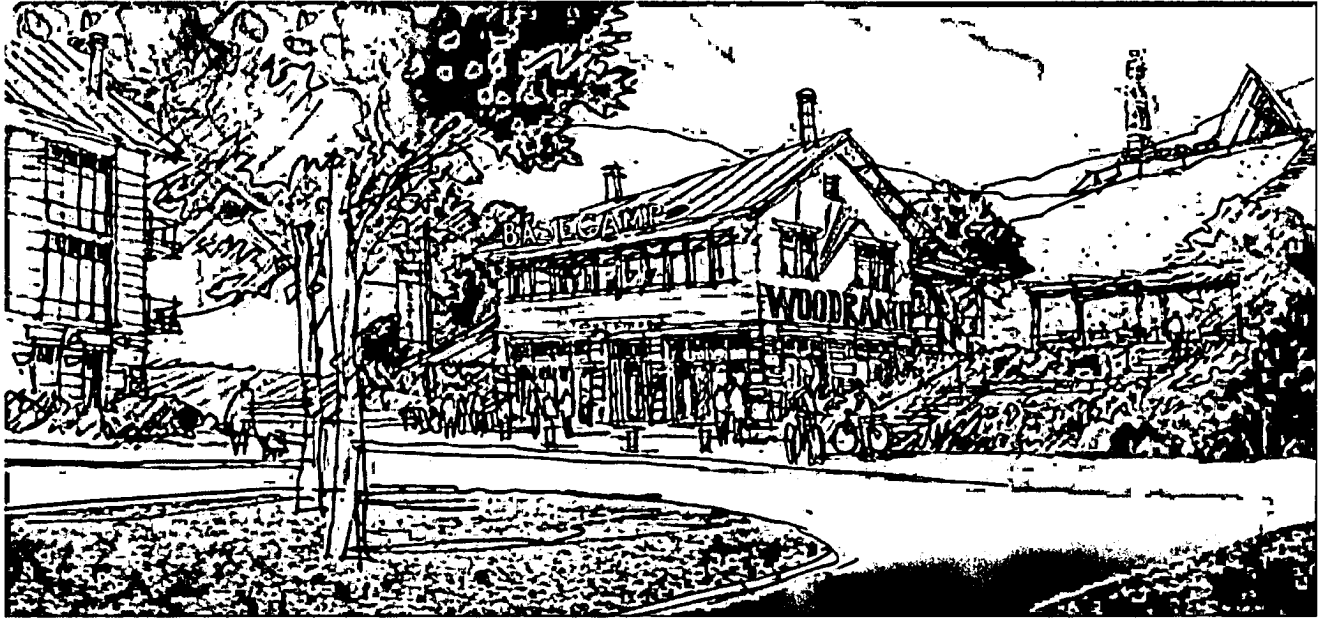
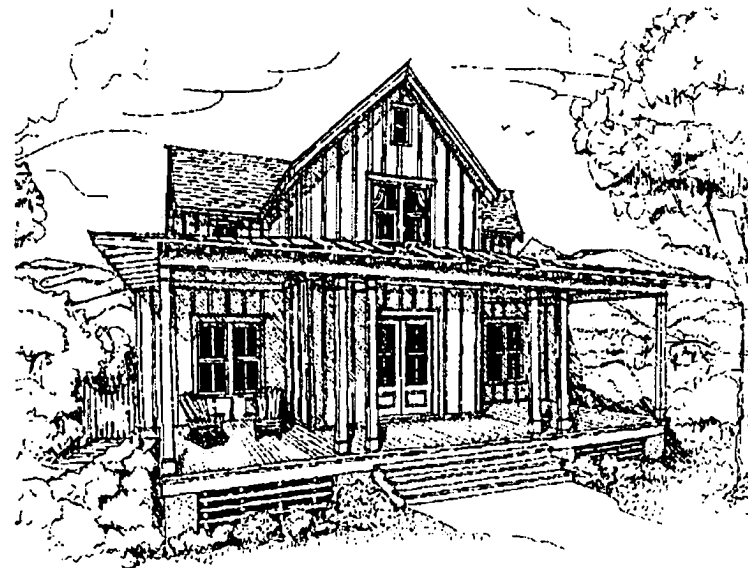
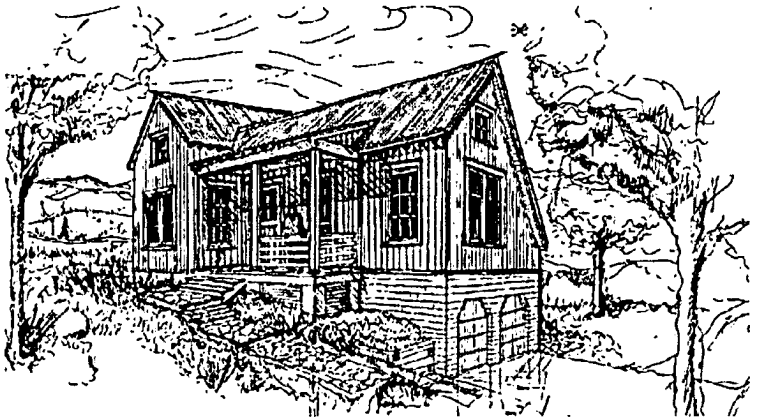
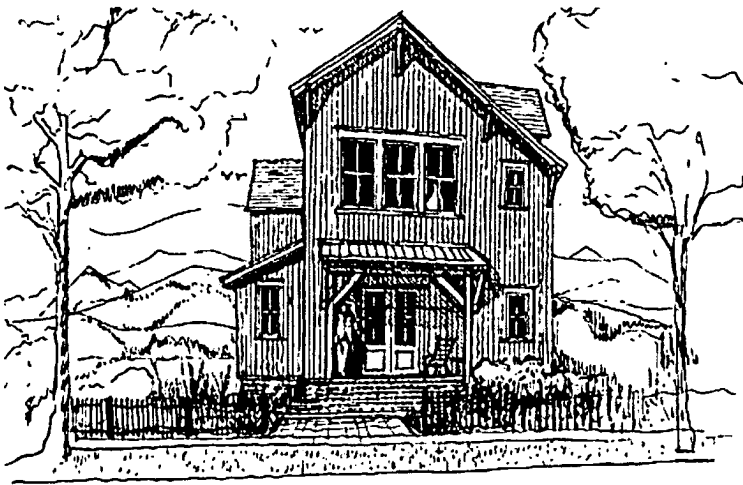


EXHIBIT I  
WOOD RANCH  
INITIAL ARCHITECTURAL TYPES





**Exhibit J**

**Wood Ranch *Geotechnical and Geologic Hazard Study Report, Rev. 1* (dated 21 May 2021) as well as the *Lagoonal Deposits and Settlement Monitoring Areas* Plate A-4 figure (submitted to Geosyntec on 1 June 2021), including CQA Plan, all on file with the City Engineer.**

**Exhibit K—The Hub**

Exhibit K

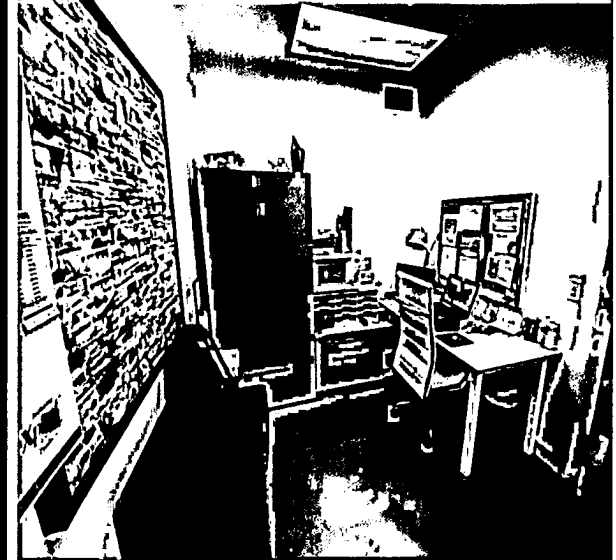
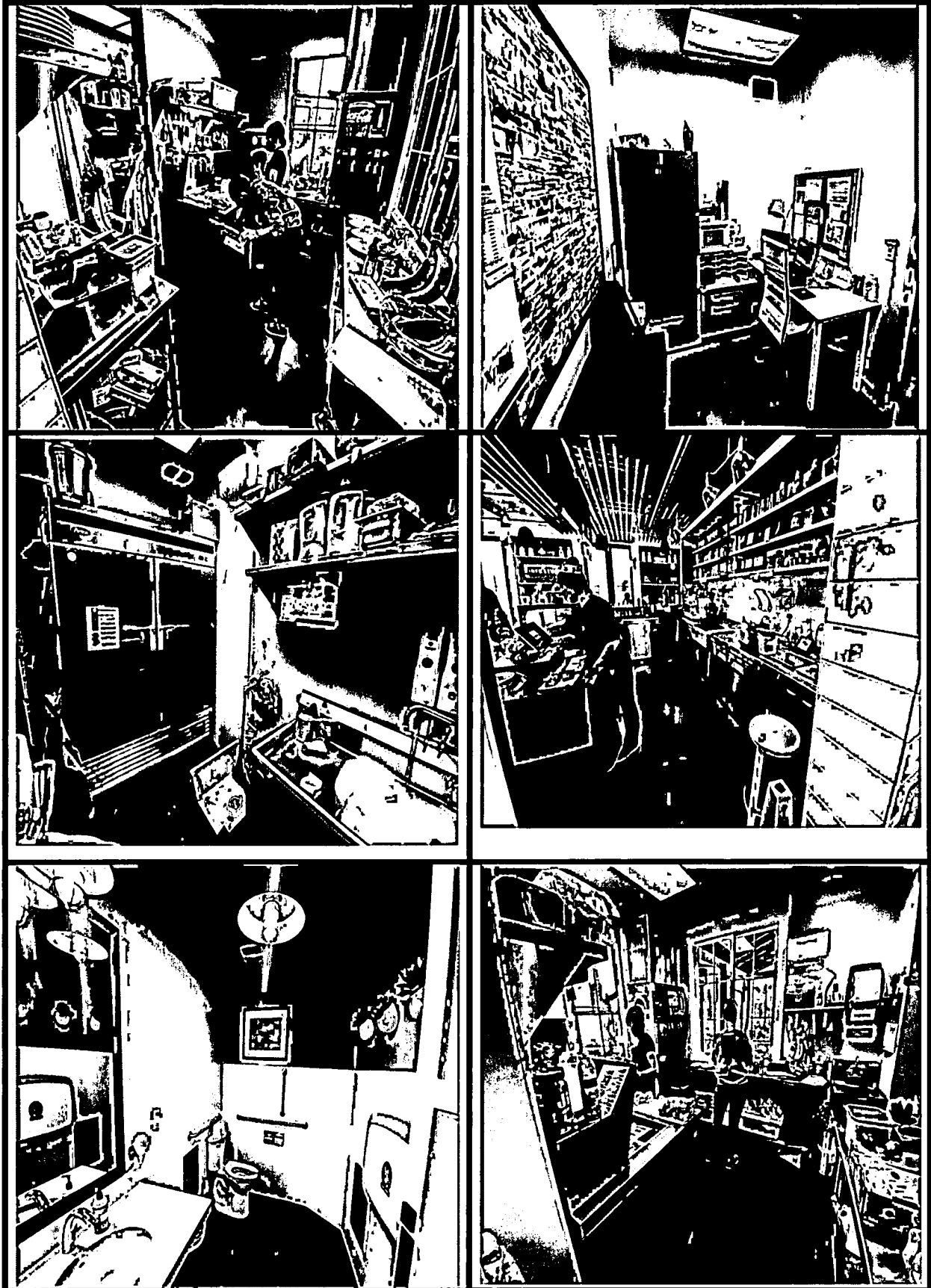


Exhibit K



**Exhibit L—Geotechnical Assurance Fund System**

## EXHIBIT L

### Reinvestment Fund and Geotechnical Assurance Fund System

In advance of recording its first subdivision plat, Owners shall create a master owners' association ("MOA") for the entire Wood Ranch Project Area ("Project") and shall include in its governing documents certain covenants, conditions, and restrictions for the Project, with the following covenants, which shall inure to the benefit of each owner within the Project, in a manner approved by the City Attorney:

- A. Capitalized Terms. Capitalized terms in this document shall have the same meaning as those terms are defined in the Master Development Agreement.
- B. Construction Activities. Prior to authorizing construction on a lot or parcel within the Project, the Master Developer shall first obtain confirmation that the general contractor for the lot or parcel (i) has obtained the required insurance requirements for the proposed work, as set from time to time in accordance with the MOA's rules and regulations, but no less than \$15,000 per development lot, and (ii) has submitted and obtained Master Developer approval for written work plans describing anticipated construction activities and affirming the contractor's obligation to ensure compliance with all CQA requirements.
- C. Reserve Fund.
  - 1) Upon incorporation, the MOA shall create a reinvestment fee covenant pursuant to Utah Code Ann. §57-1-46(i) of one-quarter of one percent (0.25%) on the transfer of property within the Project. The uses for the reserve fund shall include, for the time period beginning upon the issuance of the first certificate of occupancy for a dwelling within the Project until a date that is seven (7) years after the last issued certificate of occupancy within the Project, an ability for a homeowner, who is not the initial homeowner, to seek reimbursement for foundation, home repairs, and site damage related to subsidence or soil conditions not compensated by the general contractor or homeowner-maintained insurance, up to a maximum limit of \$15,000 per claim. No claim may be made (i) by a homeowner who has not first sought coverage from any available insurance, or (ii) after seven (7) year from the date a certificate of occupancy was first issued for the dwelling.
  - 2) The MOA shall promulgate rules in accordance with Utah Code Ann. § 57-8a-101, et seq. to effectuate the purposes of the foregoing reserve fund, consistent with Utah law. In no instance shall the rules allow for the fund to be diverted from its primary purpose, which is to assure compensation for uncompensated foundation, home repairs, and site damage related to subsidence or soil conditions.
  - 3) Upon the first to occur (i) a date which is seven (7) years after the last dwelling within the Project received a certificate of occupancy, or (ii) the date when the fund has paid Five Hundred Thousand Dollars (\$500,000) for qualifying claims in accordance with this Section, the proceeds of the reinvestment fee covenant shall

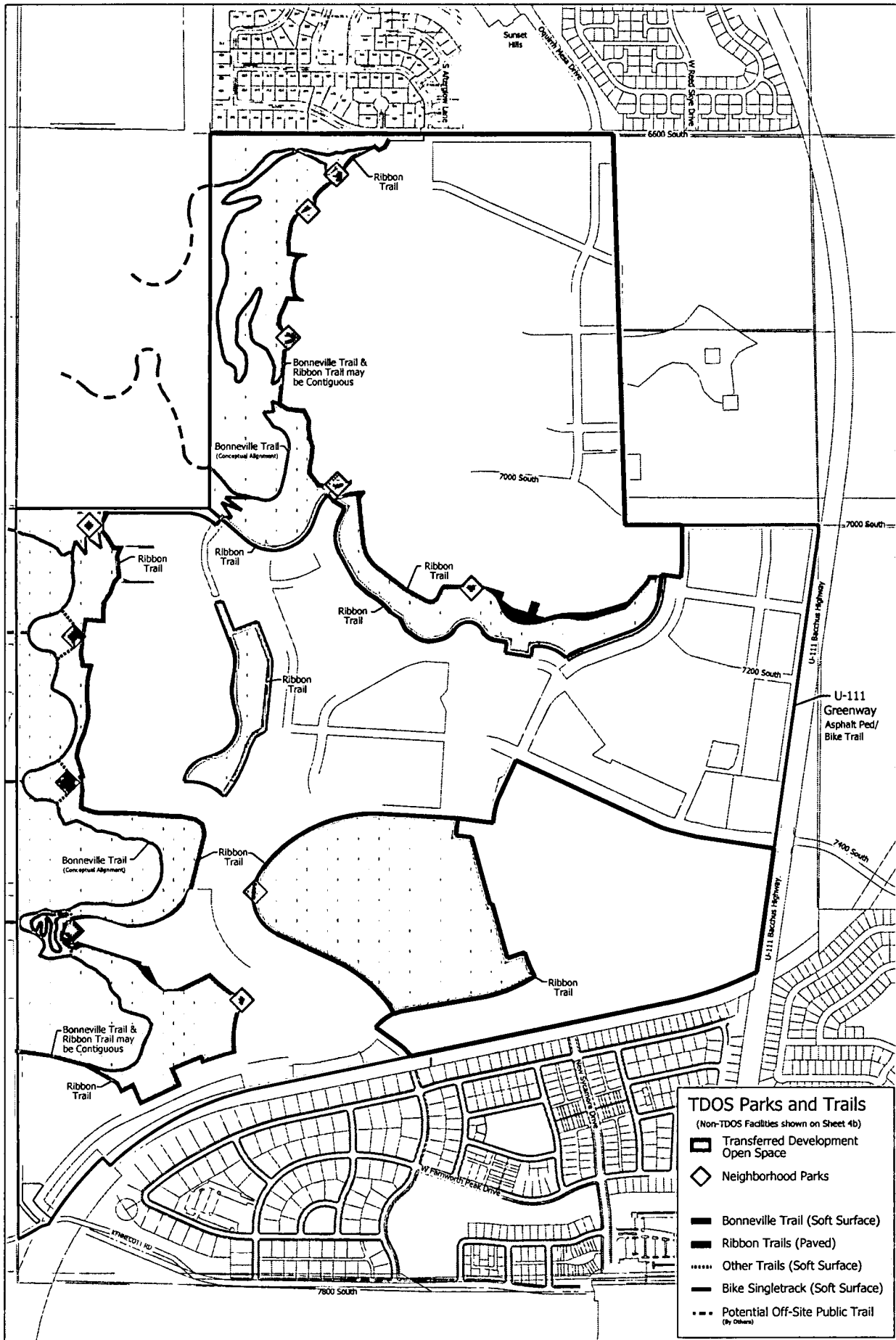
be redirected by the MOA to the maintenance of common areas within the Project or any other purpose allowed by Utah Code Ann. § 57-1-46.

- 4) Nothing in this Agreement or the governing documents for the MOA shall create an obligation upon the City, the Master Developer, the declarant of the MOA, or the MOA to pay any amounts for the soil conditions on any property within the Project. The only obligation created under this Section is the establishment of a fund from which certain claims may be paid in strict conformity with the provisions described herein and Utah law.

**Exhibit M—TDOS Public Trails and Open Space Map**



EXHIBIT M

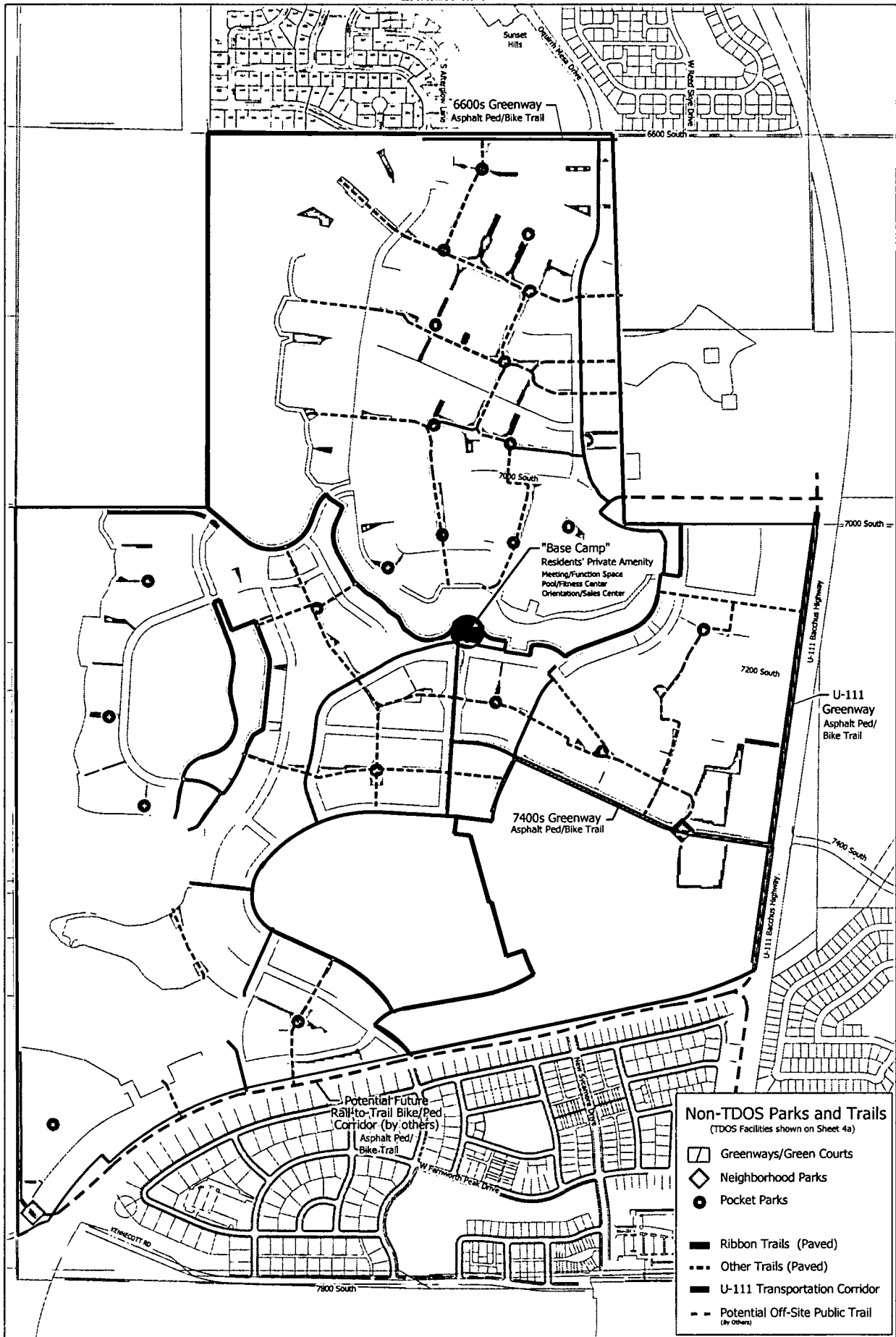


**TDOS Parks and Trails**  
 (Non-TDOS Facilities shown on Sheet 4b)

- Transferred Development Open Space
- Neighborhood Parks
- Bonneville Trail (Soft Surface)
- Ribbon Trails (Paved)
- Other Trails (Soft Surface)
- Bike Singletrack (Soft Surface)
- Potential Off-Site Public Trail (By Others)

**Exhibit M-1—Non-TDOS Open Space, Trails, and Amenities**

EXHIBIT M-1



Non-TDOS Trails, Open Spaces & Amenities  
Wood Ranch - West Jordan, Utah

Last Modified 6 November 2021  
5 November 2021  
0' 300' 600'



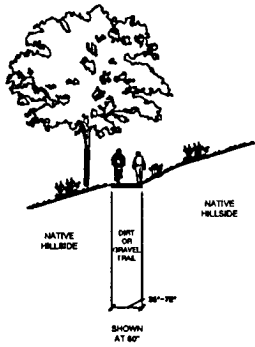
HODGES DESIGN  
Community Design and Land Planning

4b  
of 48 Sheets

**Exhibit N—Soft Trails Profiles**

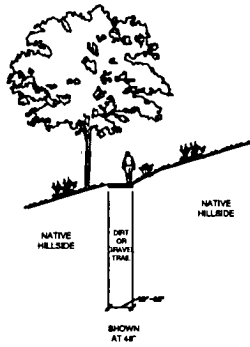
## Soft Surface Trails

There are three types of soft surface trails: Shared Use Trails, Hiking Trails, and Bike Singletrack.



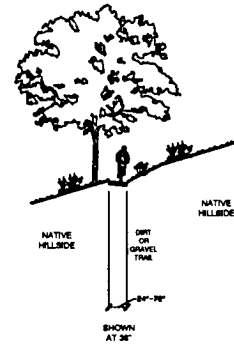
### Shared Use Trail

For leisurely to moderate use by Pedestrians, Strollers, Joggers, and Bicyclists.



### Hiking Trail

Moderate to challenging courses for Hikers and Joggers



### Bike Singletrack

Moderate to challenging courses for Bicyclists.

EXHIBIT P

## Exhibit P—2026 Future Project Plus Provisions

### Significant Future 2026 Project Plus Provisions

With addition of the Project traffic, unacceptable queuing is expected at 6200 S. and Level of Service F conditions at 7400 S. and 7800 S. Master Developer shall construct the following improvements to mitigate the impact of the new development:

1. 6200 South – Widen SR-111 to include an additional through lane in each direction. This can be accomplished by converting the current north and southbound right-turn deceleration and acceleration lanes into through lanes and then widening to include a new northbound and southbound right-turn deceleration/storage lane. Extend the merge point for the southbound through lanes approximately 600 feet to the south of 6200 S. Retime the existing traffic signal.
2. 7400 South – Install dual-left turn lanes coming out of the project Eastbound 7400 S. Restripe one of the future through lanes to a second left-turn lane. Widen SR-111 to two lanes north of 7400 S. with the lanes merging back into a single northbound lane north of 7000 S. Install a new traffic signal.
3. 7800 South – Install northbound/southbound protected/permitted (flashing yellow arrow) phasing to accommodate project traffic volumes. Reconstruct traffic signal as needed.

EXHIBIT Q



## Exhibit Q—2041 Future Project Plus Provisions

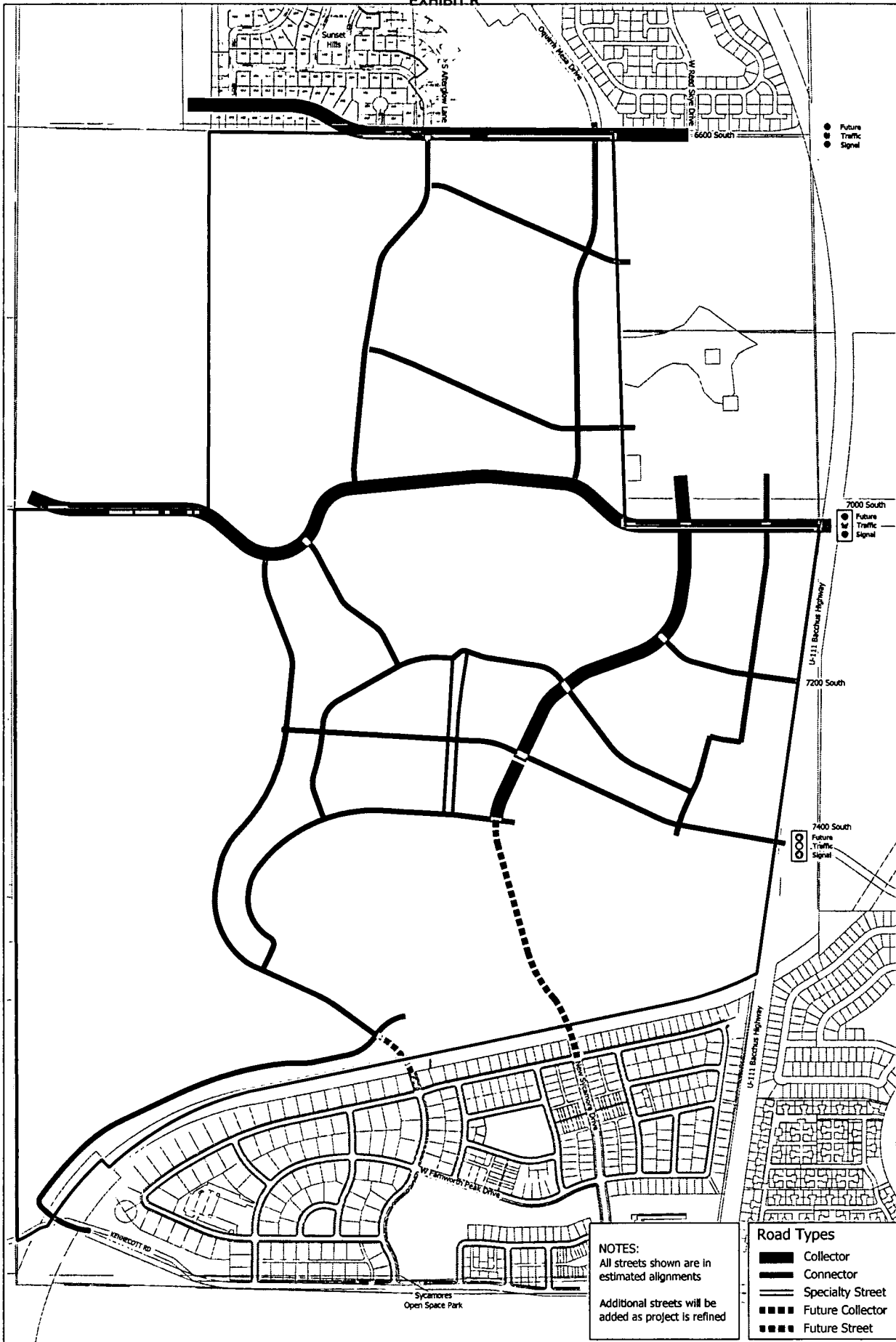
### Significant Future 2041 Project Plus Provisions

The future (2041) plus project analysis assumes full build out of the project, which is anticipated to occur between 2031 and 2036. Prior to implementing Phase III of the Project, Master Developer shall construct the following improvements to mitigate the impact of the new development:

1. 6200 South – Add an additional southbound left-turn lane. Retime existing traffic signal.
2. 7000 South - Construction of a signalized intersection/access along SR-111 at 7000 S. The west leg of this intersection would serve as an additional primary access point for the project sometime between 2028 and 2031. It is hoped that this improvement could be coordinated with the widening of SR-111 and the extension of 7000 S. to form the east leg of the intersection. Depending on timing, this access could function as a T-intersection with the project's access (west leg). Construct new traffic signal when warranted. The intersection and signal are both regional and project related improvements.
3. 6600 South - Signalization of the 6600 S. intersection will be required to mitigate unacceptable LOS on 6600 S. due to the heavy volumes on SR-111. Signalization is a regional and project related improvement and is needed sometime between 2028 and 2031.
4. 7800 South – Add dual left-turn lanes on all approaches to the intersection. Retime the existing traffic signal.

**Exhibit R--Transportation Map**

EXHIBIT R



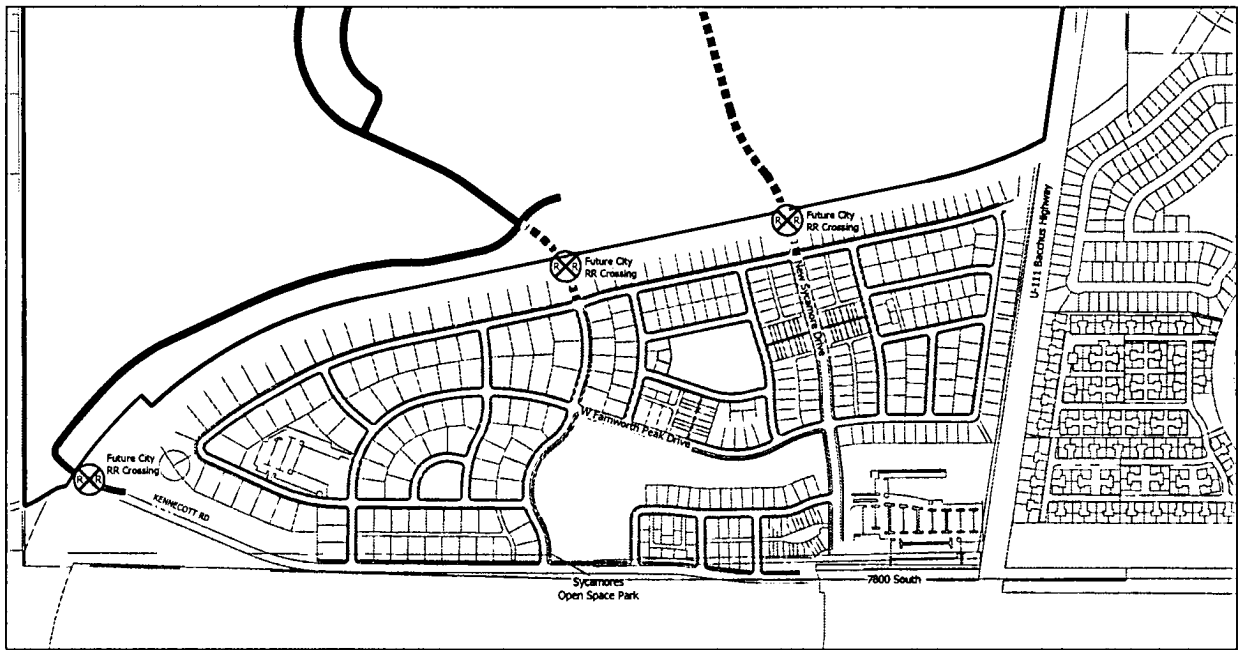
NOTES:  
 All streets shown are in estimated alignments  
 Additional streets will be added as project is refined

Road Types	
	Collector
	Connector
	Specialty Street
	Future Collector
	Future Street



**Exhibit S—3 RR Crossings Map**

EXHIBIT S



**NOTES:**  
 All streets shown are in estimated alignments  
 Additional streets will be added as project is refined

**LEGEND**

Future City Railroad Crossing

**LEGEND**

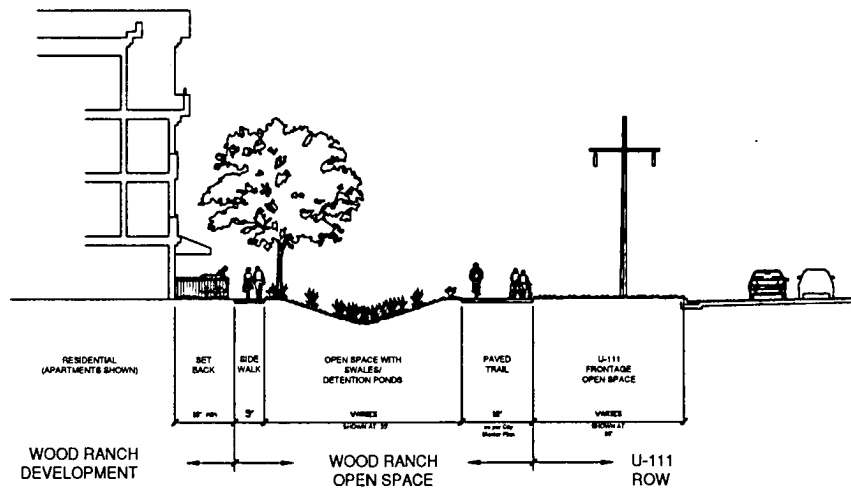
Connector

Future Street

**Exhibit T—U-111 Trail profile**

**U-111 Trail**

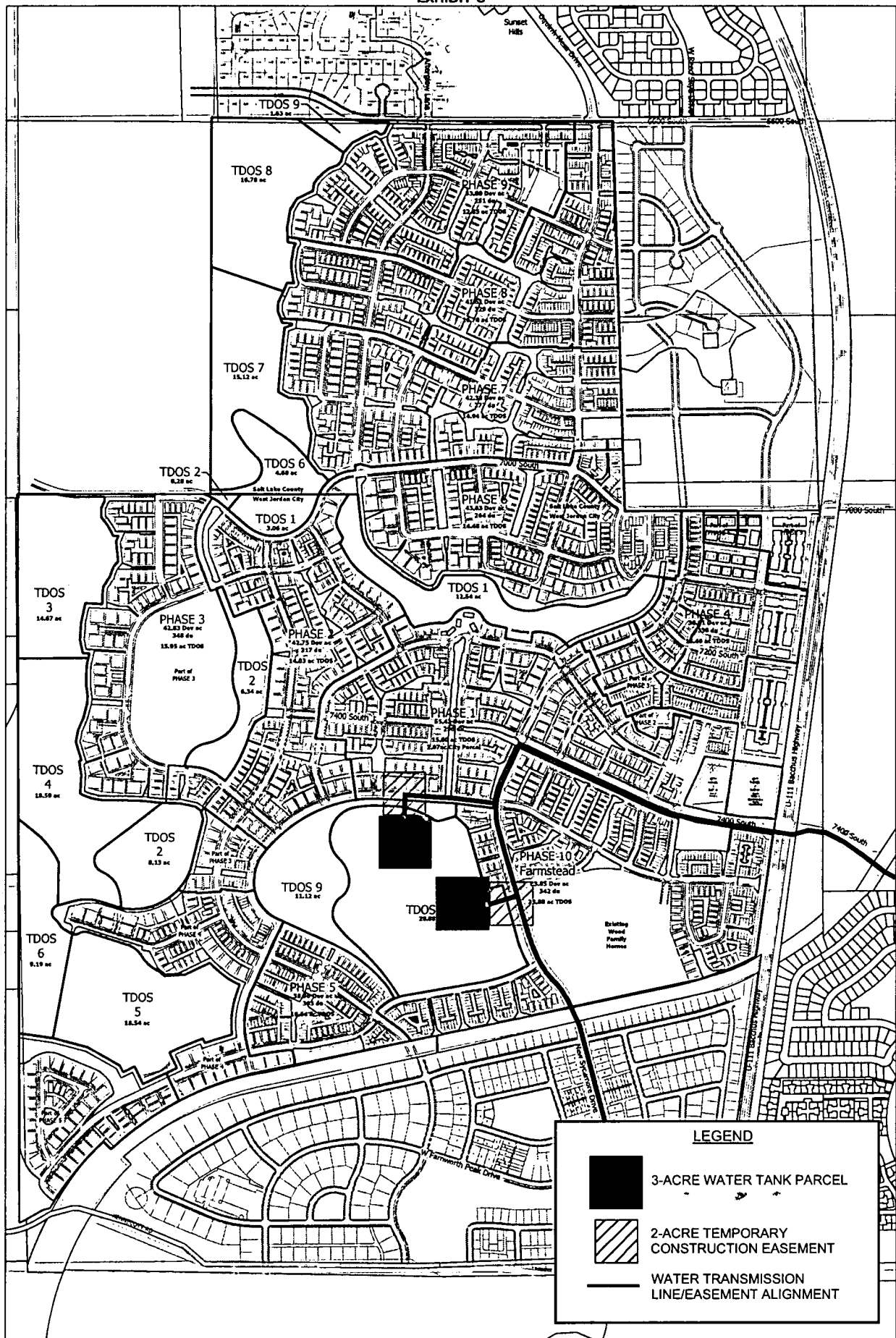
Provided as per City Masterplan, Wood Ranch's portion of the U-111 Trail traverses a wide greenway and activates the route with interaction from onlooking residential and commercial uses at its edge.






**Exhibit U— Farmstead Tank Site and Easement Locations Map**



EXHIBIT U



**LEGEND**

-  3-ACRE WATER TANK PARCEL
-  2-ACRE TEMPORARY CONSTRUCTION EASEMENT
-  WATER TRANSMISSION LINE/EASEMENT ALIGNMENT

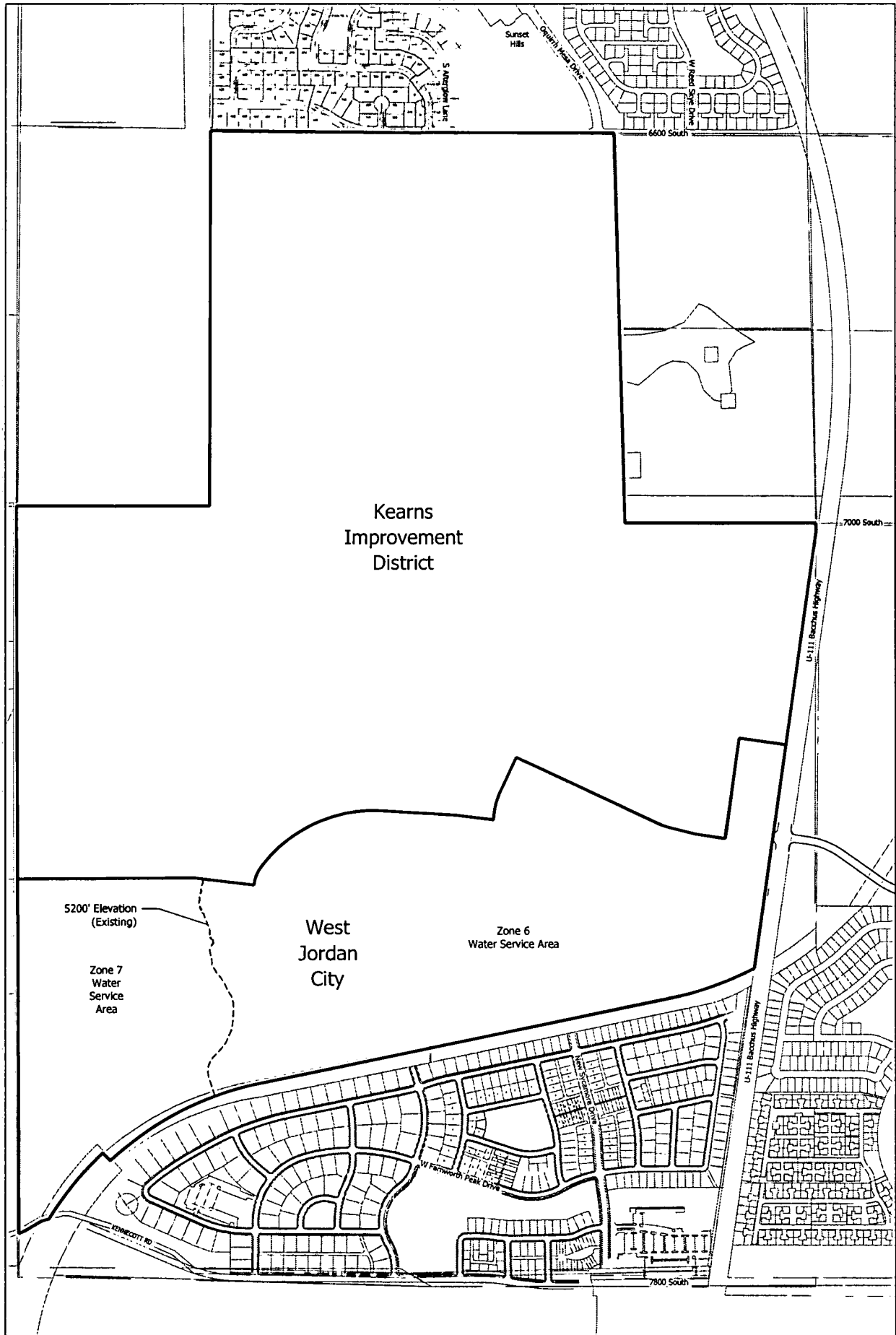
Potential Zone 5 Water Tank Locations  
 Wood Ranch - West Jordan, Utah

Last Modified 28 October 2021  
 28 October 2021  
 0 300 600

HODGES DESIGN  
 Community Design and Land Planning

**Exhibit V—KID/City Service Area Map**

EXHIBIT V



Water & Sewer Service Area Boundaries  
Wood Ranch - West Jordan, Utah

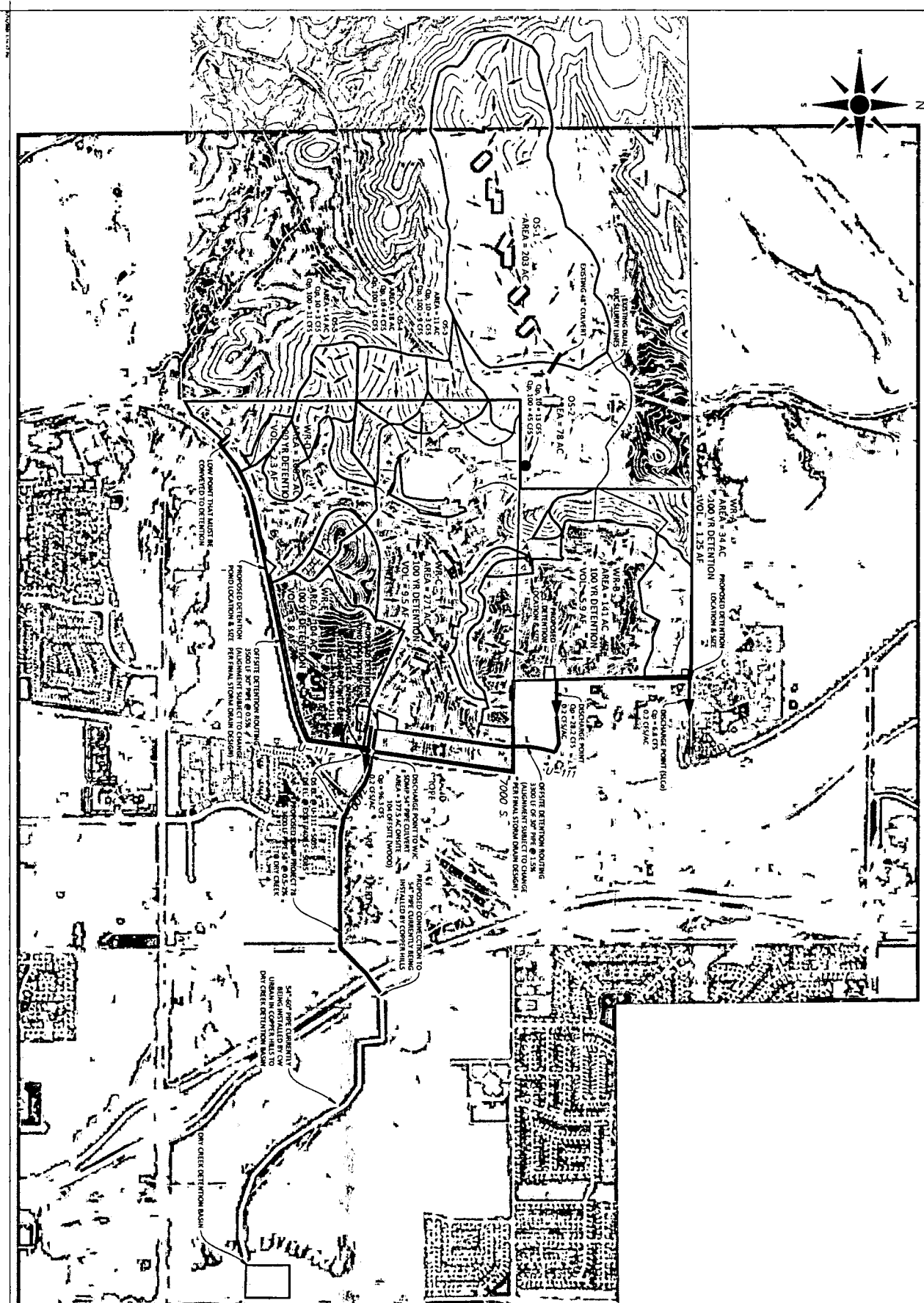
Last Modified 9 November 2021  
5 November 2021  
0 300 600



HODGES DESIGN  
Community Design and Land Planning

7  
of 10 Sheets

**Exhibit W— Stormwater System Components Map**



2  
OF 11 SHEETS  
DRAW NUMBER  
K/M/01

**WOOD RANCH  
STORM DRAIN MASTER PLAN**  
EXHIBIT 1

DATE	BY	APP'D	REV
01/11/18	JTA		001
02/15/18	JTA		002
03/15/18	JTA		003
04/15/18	JTA		004
05/15/18	JTA		005
06/15/18	JTA		006
07/15/18	JTA		007
08/15/18	JTA		008
09/15/18	JTA		009
10/15/18	JTA		010
11/15/18	JTA		011
12/15/18	JTA		012

**PERIGEE CONSULTING**  
ENGINEERS • ARCHITECTS • PLANNERS

1450 SOUTH 10TH WEST SUITE 100  
MESA, AZ 85202-1174  
TEL: 480.962.1174 FAX: 480.962.1175  
WWW.PERIGEECONSULTING.COM

**Exhibit X— Form of Transfer Acknowledgment**

**EXHIBIT X**  
**[Form of Transfer Acknowledgment]**

**WHEN RECORDED, RETURN TO:**

City Attorney  
West Jordan City Attorney  
8000 South Redwood Road  
West Jordan, UT 84088

**TRANSFER ACKNOWLEDGEMENT**  
**[Wood Ranch Project]**

**THIS TRANSFER ACKNOWLEDGEMENT** is executed and delivered this \_\_\_\_\_, 20\_\_\_\_, by Owner, and \_\_\_\_\_ (“**Transferee**”) as to the property described below and is provided to West Jordan, a Utah municipal corporation (“**City**”) as described below.

**RECITALS**

A. Owners of the area referred to as the Wood Ranch Project Area entered into that certain Master Development Agreement with City, which agreement was recorded on \_\_\_\_\_, as Entry No. \_\_\_\_ in Book \_\_\_\_\_ at Page \_\_\_\_ of the official records of the Salt Lake County Recorder, State of Utah (the “**Master Development Agreement**”). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Master Development Agreement.

B. The Master Development Agreement vests the use, configuration, densities, and processes related for approximately 634.48 acres of land in the northwestern area of West Jordan.

C. The Master Development Agreement designates Third Cadence, LLC as the “**Master Developer**” for the project and by such designation gives rise to various rights, obligations, and duties thereunder.

D. Pursuant to Section D.21(b) of the Master Development Agreement, Owners, in connection with the sale to a purchaser shall cause the Transferee to execute an acknowledgment confirming its commitment to abide by the Master Development Agreement and to perform the items described below and to provide notice on this form to City.

**NOW, THEREFORE**, pursuant to the aforementioned section of the Master Development Agreement, Owner hereby acknowledges that it has transferred and assigned the real property described on the attached Exhibit A together with the duties and obligations set forth below to Transferee, and Transferee hereby acknowledges its acceptance of such rights and assumption of such obligations under the Development Agreement as to the real property transferred and the additional rights and obligations described below:

1. Summary of Interests Transferred: \_\_\_\_\_ (include # of residential units, by single family and multifamily designations), area of commercial density, HOA density, and obligation to build MDA required infrastructure and amenities. \_\_\_\_\_

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EXECUTED as of the date first above written.

**OWNER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TRANSFeree:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CERTIFICATE OF NOTICE DELIVERY**

Pursuant to Section D.21.(b) the Development Agreement, Owner as transferor, hereby arranges delivery of this notice by hand delivery to the following:

City: West Jordan  
8000 S Redwood Rd.  
West Jordan, UT 84088  
Attention: City Recorder

With a copy to: West Jordan  
Office of the City Attorney  
8000 S Redwood Rd.  
West Jordan, UT 84088