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PEGGY FOY SULSER, Recorder
WASATCH COUNTY CORPORATION
For: RE INVESTMENT HOLDINGS LLC

DEVELOPMENT AGREEMENT FOR THE UPPER JORDANELLE MASTER PLANNED COMMUNITY

THIS DEVELOPMENT AGREEMENT FOR THE UPPER JORDANELLE MASTER PLANNED COMMUNITY (this "Agreement") is made and entered into as of the 24th day of June, 2020, by and between Heber City, a political subdivision of the State of Utah (the "**City**"), and RE Investment Holdings, L.L.C. a Utah limited liability company ("Holdings"). Each of Holdings and the City are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. The capitalized terms used in these Recitals are defined in Section 1.2, below.

B. Holdings is the owner of approximately 8,288 acres of undeveloped real property situated in Wasatch County, State of Utah, as more specifically described in Exhibit A attached hereto (the "**Property**"). This Agreement and the Masterplan meets the intent of and is guided by the Envision 2050 Heber General Plan.

C. On May 19th, 2020, the City approved and adopted, a Master Plan for the Project, subject to the Parties entering into this Agreement and the agreeing to annexation of the Property into the City. Said Master Plan for the Property shall allow for mixed-used development, including residential, retail, office, civic, recreational and open space uses, all as specified in the Master Plan. The Master Plan shall include 5,770 residential units, together with any additional affordable housing units that may be constructed on the Property.

D. Provision of infrastructure to the Property is vital to its development in accordance with the Master Plan and this Agreement, and, consistent with the foregoing, Holdings has prepared the Infrastructure Plan.

E. The City has adopted a new annexation boundary map and an annexation and policy plan according to the Utah Municipal Code. The annexation area includes the Property and other adjacent property. Holdings is willing to support and agree to the City's annexation plan, provided the City and Holdings can first agree on the terms and conditions under which the Property will be developed as outlined in this Agreement. Notwithstanding the above, Holdings does not intend to be a developer of the Property, but intends to sell

the Property to one or more Persons who will undertake the actual development work (each a **"Developer"** and together, the **"Developers"**).

F. The Parties now desire to enter into this Agreement to establish and set forth the rights and responsibilities of Holdings and its successors in interest, including but not limited to, those developers, sub-developers and builders who will develop the Property as a cohesive master-planned community in accordance with the terms hereof, and to establish the rights and responsibilities of the City to annex the Property into the boundaries of Heber City and to authorize and regulate such development pursuant to the requirements of this Agreement.

G. The City Council has reviewed this Agreement and determined that it is consistent with the Act, the Zoning Ordinance and the Heber City General Plan, and that it provides for and promotes the health, safety, welfare, convenience, aesthetics, and general good of the community as a whole. The Agreement does not contradict, and specifically complies with, and is governed by Utah Code Ann Section 10-9a as provided for in section 4.5.5. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to the terms of, the Act.

H. Holdings and the City have cooperated in the preparation of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Holdings hereby agree to the following:

TERMS

1. **Incorporation of Recitals and Exhibits/ Definitions.**

1.1 **Incorporation.** The foregoing Recitals and Exhibits A through H are hereby incorporated into this Agreement.

1.2 **Definitions.** Any capitalized term or phrase used in this Agreement has the meaning given to it below or in the section where the definition of such term is given.

1.2.1 **Act** means the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§10-9a-101, *et seq.* (2008).

1.2.2 **Administrative Action** means and includes any amendment to the Exhibits to this Agreement or other action that may be approved by the Administrator as provided in Section 20.

1.2.3 **Administrator** means the Person designated by the City as the Administrator of this Agreement.

1.2.4 **Agreement** has the meaning set forth in the preamble and includes all Exhibits attached hereto.

1.2.5 **Applicant** means a Person submitting a Development Application, a Modification Application or a request for an Administrative Action.

1.2.6 **Assessment Area** means an area or areas created by the Special Service District pursuant to Utah Code Ann. § 11-42-101, *et seq.* (2008), or other applicable State Law, with the approval of Holdings and other Property Owners, if required, to fund the construction of some or all of the Backbone Improvements.

1.2.7 **Average Density** means the number of Residential Dwelling Units divided by the total gross acres in a development area.

1.2.8 **Backbone Improvements** means those improvements shown as such in the Infrastructure Plan and which are, generally, infrastructure improvements that are intended to support the overall development of the Upper Jordanelle Property and not merely a part of the development of any particular Subdivision or Commercial Site Plan. Backbone Improvements are generally considered to be in the nature of "System Improvements," as defined in Utah Code Ann. § 11-36a-101, *et seq.* (2008).

1.2.9 **Building Permit** means a permit issued by the City to allow construction, erection or structural alteration of any building, structure, private or public infrastructure, On-Site Infrastructure on any portion of the Project, or to construct any Off-Site Infrastructure.

1.2.10 **CC&R's** means one or more declarations of conditions, covenants and restrictions regarding certain aspects of design and construction on the Property recorded or to be recorded with regard to the Property or any part thereof, as amended from time to time.

1.2.11 **Certifications/Certificate** means a person or company that has a state or federal license, diploma or is accredited to perform specific work on all or a part of a Development Application.

1.2.12 **Capital Facilities Plan** means a plan adopted or to be adopted by the City in the future to substantiate the collection of Impact Fees as required by State law.

1.2.13 **City** means the City of Heber, a political subdivision of the State of Utah.

1.2.14 **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage to review certain aspects of the development of the Project.

1.2.15 **City's Future Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the City that will be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and that may, in accordance with the provisions of this Agreement, be applicable to the Development Application.

1.2.16 **City's Vested Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the City related to zoning, subdivisions, development, public improvements and other similar or related matters that are in effect as of the Effective Date.

1.2.17 **Commercial Site Plan** means a plan submitted to the City for the approval of the development of a portion of the Project that may include, without limitation, multiple buildings that are not intended to be on individual subdivision lots, multi-family residential buildings, shopping centers or similar multi-building developments or plans for other developments on the Project that are allowed under the applicable Zone.

1.2.18 **Council** means the elected City Council of the City.

1.2.19 **Default** shall have the meaning provided in Paragraph 15.

1.2.20 **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or "redlines" by City staff.

1.2.21 **Density** means the number of Residential Dwelling Units allowed per acre of the Property.

1.2.22 **Design Guidelines** means the guidelines attached as Exhibit F, which are the approved guidelines for certain aspects of the design and construction of the development of the Property, including setbacks, building sizes, open space, height limitations, parking and signage, and, the design and construction standards for buildings, roadways and infrastructure, as set forth in and adopted as part of this Agreement. The Parties acknowledge that given the size and long-

term life of this Project, designs and styles will change over time. Accordingly, the Parties will work together in good faith to update the Design Guidelines in the future as market conditions evolve.

1.2.23 **Developer** shall have the meaning provided in Recital E.

1.2.24 **Development Application** means an application to the City for development of a portion of the Project, including a Subdivision Site Plan, a Commercial Site Plan, a Building Permit, improvement plans or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.25 **Development Property** shall have the meaning provided in Section 24.1.

1.2.26 **Development Report** means a report containing the information specified in Section 3.4 submitted to the City by Holdings or any successor for the sale of any Parcel to a Developer, Sub-developer or Builder or the submittal of a Development Application by a Developer, Sub-developer or Builder pursuant to an assignment from Holdings.

1.2.27 **Development Unit (DU)** means a unit of measure used to equate the number of residential units in a given area. A Development Unit shall represent the right to construct a Residential Dwelling Unit.

1.2.28 **Effective Date** means the date on which the later of both the following shall have occurred: the Parties have executed this Agreement and the City's annexation of the Property has been completed and takes effect pursuant to Utah Code Ann. §10-2-425.

1.2.29 **Entitlements** shall have the meaning provided in Section 3.1.

1.2.30 **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. §10-9a-603, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.31 **Highway 32** means a "state highway" type transportation corridor maintained by the Utah Department of Transportation that is located generally on the north boundary of the Property.

1.2.32 **Homeowners' Association(s) (or "HOA(s)")** means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.

1.2.33 **Impact Fees** means those fees, assessments, exactions or payments of money imposed by the City as a condition on development activity as specified in Utah Code Ann. §§ 11-36a-101, *et seq.*, (2008).

1.2.34 **Improved Open Space** means open space that has been improved with one or more of the following, as selected by the applicable Developer or Sub-developer: tot lots, tennis courts, club houses, swimming pools, trail systems, trail heads, skate parks, volleyball courts, amphitheater, sports fields, bathrooms, irrigated landscaping, associated paved parking for improved open space, pavilions, playgrounds, trailheads, drinking fountains, or other improvements.

1.2.35 **Infrastructure Plan** means the infrastructure plan attached as Exhibit C-1, which is adopted simultaneously with this Agreement and shows the Backbone Improvements for the Property, including culinary water, secondary water, storm water, sanitary sewer and roads, as amended from time to time

1.2.36 **Intended Uses** means the use of all or portions of the Project for single-family and multi-family residential units, hotels, restaurants, public facilities, businesses, commercial areas, professional and other offices, services, open spaces, parks, trails and other uses permitted in the Zoning Ordinance, Design Guidelines and as shown on the Master Plan.

1.2.37 **Local Park** means a park that is planned and designed as an amenity to serve and necessary for the use and convenience of a particular Subdivision or Commercial Site Plan (or a group of related Subdivisions or Commercial Site Plans) and which is not a System Improvement.

1.2.38 **Master Plan** means the master plan attached as Exhibit C-2.

1.2.39 **Maximum Development Residential Units** means the maximum number of Residential Dwelling Units allowed on the Property according to the Mountain Recreation Zone.

1.2.40 **Modification Application** means an application to amend this Agreement (but not including those changes which may be made by Administrative Action).

1.2.41 **Mortgage** means (1) any mortgage or deed of trust or other

instrument or transaction in which the Property, or a portion thereof or a direct or indirect ownership or other interest therein, or any improvements thereon, is conveyed or pledged as security, or (2) a sale and leaseback arrangement in which the Property, or a portion thereof, or any improvements thereon, is sold and leased back concurrently therewith.

1.2.42 **Mortgagee** means any holder of a lender's beneficial or security interest (or the owner and landlord in the case of any sale and leaseback arrangement) under a Mortgage.

1.2.43 **Non-City Agency** means a governmental or quasi-governmental entity, other than those of the City, which has jurisdiction over the approval of an aspect of the Project.

1.2.44 **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.

1.2.45 **Off-Site Infrastructure** means the off-site public or private infrastructure, such as roads and utilities, specified in the Infrastructure Plan that is necessary for development of the Property but is not located on the portion of the Property that is subject to a Development Application.

1.2.46 **On-Site Infrastructure** means the on-site public or private infrastructure, such as roads or utilities, specified in the Infrastructure Plan that is necessary for development of the Property and is located on that portion of the Property that is subject to a Development Application.

1.2.47 **Open Space** means the following: all parks (regardless of size or type); pedestrian, bicycle, and equestrian trails and pathways; passive open spaces, water features, and natural habitat areas; parkways and commonly maintained natural or landscaped areas; sidewalks, street tree plantings and medians; ballfields and recreational spaces (including, without limitation, any such facilities provided by or upon a donated school or church site); drains and detention basins and swells, canals, protected slope areas, and any other quasi-public area that the City determines to be Open Space as a part of the approval of a Development Application. Open Space includes, but is not limited to, those areas identified as Open Space in the Master Plan.

1.2.48 **Outsourcing** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application, as is more fully set out in this Agreement.

1.2.49 **Parcel** means an area identified on the Master Plan with a specific land use designation that is intended to be further subdivided for future development.

1.2.50 **Person** means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, limited partnership, governmental authority or other entity.

1.2.51 **Phase** means the development of a portion of the Project.

1.2.52 **Planning Commission** means the City's Planning Commission.

1.2.53 **Project** means the development of a mixed-used master planned community on the Property in accordance with this Agreement, including, without limitation, all associated public and private facilities, Intended Uses, Density, Phases and all of the other aspects approved as part of this Agreement and the Master Plan.

1.2.54 **Property Owner or Property Owners** means Holdings and any other successor-in-interest to Holdings as an owner of the Property or any portion thereof, including but not limited to, Developers, Sub-developers and builders.

1.2.55 **Regional Park** means a park identified in the City's or County's Capital Facilities Plan, Infrastructure Plan or Master Plan and that is intended to provide services to the community at large such that it would be considered to be a System Improvement.

1.2.56 **Residential Dwelling Unit** means, for purposes of calculating Density, a dwelling unit intended to be occupied by one family for residential living purposes.

1.2.57 **Site Plan** means the plan submitted to the City for the first stage of the approval of a Subdivision or Commercial Development in accordance with the City's Vested Laws.

1.2.58 **Sub-developer** means any Person that obtains title to a Parcel from a Developer for development.

1.2.59 **Subdivision** means the division of any portion of the Project into a subdivision pursuant to State Law and/or the Zoning Ordinance.

1.2.60 **Subdivision Application** means the application to create a Subdivision.

1.2.61 **Subdivision Site Plan** means the plan submitted with a Subdivision Application.

1.2.62 **System Improvement** means those elements of infrastructure that are defined as System Improvements pursuant to Utah Code Ann. §11-36a-102(21).

1.2.63 **Zone** means the City's zoning for any Parcel as specified on the Zoning Map.

1.2.64 **Zoning Map** means the map attached as Exhibit B, which is a map of the Zones of the Property.

1.2.65 **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that is in effect as of the Effective Date.

2. **Development of the Project.** Development of the Project shall be in accordance with this Agreement, the City's Vested Laws and the City's Future Laws as expressly set forth in this Agreement. The Parties acknowledge and agree that if there is a conflict with this Agreement and the City's current or future laws, then this Agreement shall supersede.

3. **Development of the Property in Compliance with the Master Plan.**

3.1 **Project Density.** Except as may be otherwise augmented hereinafter, Property Owners shall be entitled to and are vested with the right to develop and construct up to 5,770 Residential Dwelling Units, together with any affordable housing as described in Section 3.6 below, on the Property and to the other Intended Uses specified in the Zoning Ordinance, and the Master Plan (collectively, the "**Entitlements**").

3.2 **Intended Uses by Parcel and Densities.** Intended Uses and Densities currently contemplated for each Parcel are shown on the Master Plan for the Property, which plan shall comply with the requirements of the Heber City ordinances set forth in 17.20.010.

3.3 **Use of Density.** Holdings may allocate the Maximum Development Residential Units among any Subdivision or any Commercial Site Plan

within the Project and may develop such Parcel(s) at a density that exceeds the Average Density so long as the maximum density, does not exceed 30 Residential Dwelling Units per acre within the Village Centers and 15 Residential Dwelling Units per acre outside the Village Centers, unless otherwise approved by the City, allowed under the Agreement, calculated in accordance with the provisions of this Agreement, is not exceeded for the Property as a whole, notwithstanding the maximum gross density permitted under the Zone.

3.4 **Accounting for Density for Parcels Sold to Sub-developers.** In connection with the sale of any Parcel sold by Holdings to a Developer or Sub-developer, Holdings shall specify the allocation, if any, of any Development Units. In connection with the recordation of a Final Plat or other document of conveyance for any Parcel sold to a Developer or Sub-developer, Holdings shall provide the City Recorder with a development report (a "**Development Report**") identifying the Parcel(s) sold, the Development Units and/or other type of use allocated with the Parcel(s), the Development Units remaining with Holdings and any material effects of the sale on the Master Plan.

3.4.1 Return of Unused Density. If a Developer or Sub-developer cannot or does not utilize all of the Development Units allocated to it in connection with the transfer of one or more Parcels at the time the Developer or Sub-developer receives approval for the final Development Application for such transferred Parcel(s), the unused Development Units shall automatically revert back to Holdings. Such Development Units shall be accounted for in any subsequent Development Report that Holdings, or any of its successors in interest may be required to file with the City Recorder.

3.5 **Parcel Sales.** The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the sale of a Parcel. The City acknowledges that Property Owners may seek and obtain approval of a portion of the Parcel without providing such detailed development information, subject to the specific "Parcel Sales" provisions of Section 5.15.

3.6 **Affordable Housing Requirements.** Holdings shall comply or shall cause Developers and/or Sub-developers to comply with any currently existing City affordable housing codes to satisfy any affordable housing requirements. Affordable housing shall not be counted against the Maximum Development Residential Units within the Project. Holdings and the Developers and Sub-developers shall take into consideration any Affordable

Housing units when planning for infrastructure. Holdings may elect to locate such affordable housing wherever it deems most beneficial and shall be entitled to allocate any such affordable housing requirements to Developers and/or Sub developers as Holdings may elect. However, such affordable housing should not be located and grouped all together in single project or location. The Affordable housing will follow the City's adopted Moderate Income Housing Ordinance & Plan (Ordinance 2018-31) adopted August 16, 2018. For every 1,442 market rate housing units that are built, Developer must have built 144 affordable housing units that comply with the City ordinance before any additional building permits for market rate housing units are approved, unless otherwise required by State Code, or upon agreement of the Parties that there is a public purpose or interest, and there is sufficient infrastructure. At least fifty (50%) percent of affordable housing units shall be owner occupied. Developer and the City shall follow and comply with any deed restrictions as outlined in Heber City's Affordable Housing Ordinance, and Plan. Payment of a fee in lieu to fulfil this requirement as provided in the Ordinance, is not an option, unless specifically agreed to by the City.

3.7 **Village Centers.** The Master Plan identifies areas in the Project to be known as "Villages". Holdings and the City have identified three areas that are designated as "Village Centers". Village Centers may have a variety of residential, non-residential, commercial, or mixed residential uses, which may include retail, schools, hotels, churches, parks, club amenities, fire stations, community centers and gathering places. Each Village Center is intended to be unique in its location and connectivity, and is intended to meet the following principles:

1. The centers have the highest densities within the Village area.
2. They are served by a public roadway.
3. They are the center of village activities.
4. They have connectivity to the Master Trails plan in the Project.
5. The Lakeside and UVU Village Centers shall have some commercial development.

3.7.1 Lakeside Village Center. This Village Center will be located along Highway 32 and on the north boundary of the Masterplan and has views of the Jordanelle and Deer Valley. A major collector is planned in this area which gives access to Village 1 and the Village Center for this area. It is also one of the accesses for Villages 3, 4 and 5. The core area will be rough graded and provided with access to adequate utilities to serve the land uses including commercial when the collector is constructed in that area

as shown on the Master Transportation Plan, prior to any further approvals within that Village Center.

3.7.2 **UVU Village Center.** This Village Center is to be located by the UVU Campus and shown on the Masterplan to the east of the UVU Campus. Highway 40 is the major transportation corridor that serves this Village Center. Its development will be dependent on the development of the area west of the University, which is not owned or controlled by Holdings. The core area will be rough graded and provided with access to adequate utilities to serve the land uses including commercial when the collector is constructed in that area as shown on the Master Transportation Plan, prior to any further approvals within that Village Center.

3.7.3 **Jordanelle Mountain Village Center.** This Village Center will be located at or near the boundary of Villages 3, 4 and 5. The exact location has yet to be determined. It will be rough graded and provided with access to adequate utilities to serve the land uses including commercial when the collector is constructed in that area as shown on the Master Transportation Plan, prior to any further approvals within that Village Center. This will be the center of activity for the upper Villages.

3.8 Additional Development and Use Provisions

3.8.1 In the appropriate areas and zones of the Project, grazing shall be permitted to reduce fire hazards.

3.8.2 All residential dwellings should comply with the requirements of the Utah Wildland Urban Interface Code applicable to the Project.

3.8.3 As allowed by law, and until development would restrict hunting, in the appropriate areas and zones of the Project, temporary CWMU land management and hunting permits are permitted in and upon the Development and Project.

4. Zoning and Vested Rights.

4.1 **Compliance with City Requirements and Standards.** Developer and Owners expressly acknowledge that nothing in this Agreement shall be deemed to relieve Developer or any Continuing or Successor Owner from its obligations to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and site plans for the

Project, including the payment of unpaid fees, the approval of subdivision plats and site plans, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City except as otherwise provided in this agreement.

4.2 **Current Zoning.** The City agrees that it will annex the Project under the Mountain Community Zone. The Mountain Community Zone (MCZ-chapter 18.66 of the Heber City Code) was approved by the City Council on August 16, 2018. Changes to this zoning in order to follow the principles of 2050 Envision Heber may be made, but only by mutual consent of the Parties.

4.3 **Vested Rights Granted by Approval of this Agreement.** To the maximum extent permissible under the laws of Utah and the United States and at equity, this Agreement vests Holdings with all rights to develop the Project in accordance with this Agreement and the Entitlements without modification or interference by the City, except as specifically provided herein. The Parties intend that the rights granted to Holdings under this Agreement are contractual and that Holdings and Heber City shall also have those rights that exist under statute, common law and at equity. The Parties specifically intend that this Agreement and the Entitlements granted to Property Owners are "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. §10-9a-509 (2008).

In addition, the Property, and all portions thereof, shall be developed in accordance with the City's Vested Laws, together with the requirements set forth in this Agreement, in accordance with the following terms and conditions:

4.3.1 City's Future Laws. Neither the City nor any agency of the City, unless otherwise required by State or Federal law, shall impose upon the Project any ordinance, resolution, rule, regulation, standard, directive, condition or other measure or City's Future Law that reduces the development rights provided by this Agreement or by the Entitlements. Without limiting the generality of the foregoing, any City's Future Law shall be deemed to conflict with this Agreement and/or the Entitlements if it would accomplish any of the following results in a manner inconsistent with or more restrictive than the City's Vested Law, either by specific reference to the Project or as part of a general enactment that applies to or affects the Project:

4.3.1.1. limit or reduce the Maximum Development Residential Units authorized under this Agreement;

4.3.1.2. change any land uses or permitted uses of the

Project;

4.3.1.3. limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner; or

4.3.1.4. apply to the Project any City's Future Law otherwise allowed by this Agreement that is not uniformly applied on a City-wide basis to all substantially similar types of development projects and project sites with similar land use designations.

4.4 **Invalidity.** If any of the City's Vested Laws are declared to be unlawful, unconstitutional or otherwise unenforceable, then Property Owners shall cooperate with the City in adopting and agreeing to comply with a new enactment by the City which is materially similar to any such stricken provisions and which implements the intent of the Parties in that regard as manifested by this Agreement.

4.5 **Exceptions.** The restrictions on the applicability of the City's Future Laws to the Project as specified in this Section are subject to only the following exceptions,

4.5.1 Compliance with State and Federal Laws. City's Future Laws that are generally applicable to all properties in the City and that are required to comply with State and Federal laws and regulations affecting the Project;

4.5.2 Safety and Construction Code Updates. City's Future Laws that are updates or amendments to subdivision standards, building, plumbing, mechanical, electrical, dangerous buildings, drainage, Heber City Engineering Standards and Specifications or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet compelling concerns related to public health, safety or welfare. Notwithstanding the forgoing, the City shall not be entitled to change the street standards set forth in Section 8.8 of this Agreement. In the event that a City safety, or construction code or requirement does not exist for a proposed improvement, the City shall have 45 days to approve an applicable City wide requirement.

4.5.3 Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, and Persons similarly situated.

4.5.4 Fees. Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

4.5.5 Countervailing, Compelling Public Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Case Law Utah Code Ann. §10-9a-509(1)(a)(i).

4.6 **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue for a period of thirty (30) years (the "**Term**"), unless it is terminated in accordance with Section 27. The Term may, at Holding's option, be extended for one (1) additional ten (10) year period, provided Holdings is not in material default of any provisions of this Agreement and after providing the City with not less than six (6) month notice. Unless otherwise agreed between the Parties, Holdings vested rights and interests set forth in the Agreement shall expire at the end of the Term, or as the Term may be extended by the Parties. Upon termination of this Agreement for any reason, the obligations of the Parties to each other created under this Agreement shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to the expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner, nor will any rights or obligations of Property Owners or the City intended to run with the land be terminated.

4.7 **Moratorium.** In the event the City imposes by ordinance, resolution, initiative or otherwise a moratorium or limitation on the issuance of building permits or the regulatory approval and review of subdivisions for any reason, the Property and the Project shall be excluded from such moratorium or limitation unless the City demonstrates that it is necessary to include the Project within such moratorium or limitation due to circumstances constituting a compelling public interest to protect the health, safety, or welfare of the residents of the City and the moratorium is applied to the entire City. Moreover, such moratorium or limitation shall only apply to portions of the Project for which Property Owners (or their assignee(s), if applicable) have neither applied for nor obtained any building permits, unless a different

result is required under applicable state law. In the event any such moratorium applies to the Project, the City shall inform Holdings of the City's requirements for ending the moratorium with regard to the Project and shall provide the City's reasonable estimate of the duration of such moratorium.

5. **Approval Processes for Development Applications.**

5.1 **Phasing.** The City acknowledges that Holdings, Developers, and Sub-developers who have purchased Parcels of the Property may submit multiple applications from time to time to develop and/or construct portions of the Project in phases.

5.2 **Processing Under City's Vested Laws.** Approval processes for Development Applications shall be governed by the City's Vested Laws, except as otherwise provided in this Agreement. Development Applications shall be approved by the City if they comply with and conform to this MDA and the Entitlements in accordance with and as governed by the process provided in Exhibit G.

5.3 **City's Cooperation in Processing Development Applications.** The City shall cooperate reasonably in promptly and fairly processing Development Applications properly completed and accompanied by the appropriate fees, and documents.

5.4 **Outsourcing of Processing of Development Applications.** The City currently reviews the planning part of an application internally, but the engineering review is outsourced. Both the City and Holdings recognize that at some future date the City may review all parts of a Development Application internally. Within fifteen (15) business days after receipt of a Development Application and upon the request of either the Applicant or the City, the Applicant and the City shall confer and determine whether the City and/or the Applicant wishes the City to outsource the review of any aspect of the Development Application to ensure that it is processed in accordance with the Review Schedule set forth in attached Exhibit H. If the City determines that Outsourcing is appropriate to meet the timeline outlined in Exhibit H, the City shall outsource the review. The City will promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the City in good faith consultation with Applicant as applicable (either overtime to City employees or the hiring of a City Consultant). If an Applicant notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs, the Applicant shall deposit in advance with the City the estimated differential cost and the City shall then promptly precede with the Outsourced work. Upon completion of

the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by the Applicant for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, the Applicant shall, within thirty (30) business days, pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential.

5.5 **Selection of City Consultants for Review of Applications.** The City Consultant undertaking any review by the City required or permitted by this Agreement or the Zoning Ordinance shall be selected by the City as otherwise allowed by City ordinances or regulations. In the event the Applicant notifies the City that it has a conflict with or an objection to the consultant, the City will meet and confer with the Applicant to discuss the Applicant's objections. The City will not select a Consultant that is reasonably opposed by the Developer.

5.6 **Non-City Agency Reviews.** If any aspect or a portion of a Development Application is governed exclusively by a Non-City Agency, an approval for these aspects does not need to be submitted by Applicant for review by any body or agency of the City. Notwithstanding the above, the Applicant shall timely notify the City of any such submittals and promptly provide the City with a copy of the requested submissions.

5.7 **Acceptance of Certifications Required for Development Applications.** Any Development Application, improvement plans, construction testing and oversite requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The City will therefore accept the application for review. It is not the intent of this Section to preclude the normal process of the City's ability to determine the completeness or "redlining", commenting on or suggesting alternatives to the proposed designs or specifications in the Development Application. Generally, the Development Applicant shall provide the City with a complete set of plans at the outset of the Application process and the City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless changes to the Development Application raise new issues that need to be addressed.

5.8 **Additional Expert Review or Special Technical Review for Development Applications.** If the City, notwithstanding such a certification

by Applicant's experts, subjects the Development Application to a review by City Consultants, for an Application that is beyond or outside the normal subdivision application, the City shall bear the costs of such review. If the City Consultants determine that the Applicant's expert certification was materially correct, then the City shall bear the cost of the additional review. If the City Consultants determine that the City's requirement of a review was reasonable and made in good faith, then payment of the reasonable and actual costs of the City Consultants' review shall be the responsibility of Applicant. If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants with the actual and reasonable costs being the responsibility of Applicant so long as the City provided Holdings with at least fifteen (15) business days' advance notice before engaging such experts.

5.9 **City Denial of a Development Application.** If the City denies a Development Application, the City shall provide a written determination to the Applicant of the reasons for denial, including specifying the reasons the City believes that the Development Application is not consistent with this Agreement and/or the City's Vested Laws (or, to the extent applicable in accordance with this Agreement, the City's Future Laws).

5.10 **Meet and Confer regarding Development Application Denials.** The City and Applicant shall meet within fifteen (15) business days of any Denial to resolve the issues specified in the Denial of a Development Application.

5.11 **City Denials of Development Applications Based on Denials From Non-City Agencies.** If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Applicant shall appeal any such denial through the appropriate Non-City Agency procedures for such a decision and not through the processes specified below.

5.12 **Mediation of Development Application Denials.**

5.12.1 **Issues Subject to Mediation**. Issues resulting from the City's Denial of a Development Application shall be mediated.

5.12.2 **Mediation Process.** If the City and an Applicant are unable to resolve a disagreement subject to mediation, the Parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the issue, or general knowledge of the

subject matter in dispute. If the Parties are unable to agree on a single acceptable mediator, each shall, within ten (10) business days, appoint its own representative. These two representatives shall, between them, choose a single mediator. Holdings and the City shall share equally in the cost of the chosen mediator. The chosen mediator shall, within fifteen (15) business days or as promptly thereafter as is feasible, review the positions of the Parties regarding the mediation issue and promptly attempt to mediate the issue between the Parties.

5.13 **Arbitration of Development Application Objections.**

5.13.1 **Issues Subject to Arbitration.** Issues regarding the City's Denial of a Development Application that are not resolved by mediation are subject to arbitration.

5.13.2 **Mediation Required Before Arbitration.** Prior to any arbitration, the Parties shall first attempt mediation as specified in Sections 5.12.

5.14 **Arbitration Process.** If the City and an Applicant are unable to resolve an issue through mediation, the Parties shall attempt, within ten (10) business days, to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the Parties are unable to agree on a single acceptable arbitrator, each shall, within ten (10) business days, appoint its own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. The City and the Applicant shall share equally in the cost of the chosen arbitrator. The chosen arbitrator shall, within fifteen (15) business days, review the positions of the Parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing Party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both Parties. If the arbitrator determines as a part of the decision that either Party's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order such Party to pay the other Parties' Applicant's share of the arbitrator's fees. Default by either Party is described in Section 15 of this Agreement.

5.15 **Parcel Sales.** Holdings and its successors may sell portions of the Property in a manner that does not create individually developable lots. Such sales shall not be subject to any requirement to complete or provide security for any On-Site Infrastructure or Off-Site Infrastructure at the time of such sale. The responsibility for completing and providing security for completion of any On-Site Infrastructure or Off-Site Infrastructure in the

Parcel shall be that of the Developer or a Sub-developer thereof upon a subsequent re-Subdivision of the Parcel that creates individually developable lots.

6. **Application Under City's Future Laws.** Without waiving any rights granted by this Agreement, an Applicant may at any time, choose to submit a Development Application for some or all of the Project under the City's Future Laws in effect at the time of the Development Application. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws applicable to that Development Application, subject however to the provisions of this Agreement. The election by Property Owners at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent Applicants from relying on submitting other Development Applications under the City's Vested Laws.

7. **Open Space, Regional and Improved Public Parks, and Trails Requirements.** Holdings shall dedicate and convey to the City, or other entity approved by the City, Open Space within the Property as generally shown on the Master Plan, with an estimated minimum acreage of 5,130 acres. The Parties intend that the creation of Open Space will generally maintain a pro rata relationship between the amount of land being developed with a Development Application and the total acreage designated for Open Space. However, Holdings shall be entitled to allocate Open Space requirements to Developers and Sub-developers as portions of the Property are sold, as Holdings may elect, provided Holdings is able to demonstrate to the City's reasonable satisfaction that the overall Open Space requirements will be met. City Approval of Development Applications for each separate Parcel shall include as a requirement that the Applicant donate, designate and dedicate the land required for Open Space as provided in this Agreement, including the Design Guidelines. Any such designation and dedication shall include adequate assurances to the City that the land so designated can and will be used for the dedication and/or construction of any required improvements on the planned Open Space. The classification of a Parcel or a portion of a Subdivision or Commercial Site Plan as Open Space shall be irrespective of whether the land is dedicated to the public, owned by a private entity or by a Homeowners' Association. The donation of land by a Property Owner for a church, school or other public service shall be counted for Open Space. The Open Space may be owned by a Homeowners' Association or may be dedicated to the City or a third party, as provided in Section 7.5, or as otherwise agreed in writing by the Parties. Holdings, Developer or Sub-developers shall be required to dedicate to the City, at least 10 acres of total Improved Open Space for every 1,000 residential units approved. This Improved Open Space shall be developed as public Village Parks or public Regional Parks as described below. The Improved Open Space shall be a part of the 5,130 acres of Open Space required to be conveyed to the City or other entity approved by the City. Any playground areas constructed by local school districts shall not be counted towards the obligation set forth in this paragraph to convey 10 acres of Improved Open Space per every 1,000 residential units approved.

7.1 **Neighborhood Parks.** Developer and Sub-developers shall locate, dedicate and construct Neighborhood Parks within the subdivisions and neighborhoods so that they specifically serve those respective Project subdivisions/neighborhoods. Neighborhood Parks shall be designed, developed and constructed by Developers or Sub-developers and shall be owned and maintained by private HOAs. Neighborhood Parks may include Open Space, and Improved Open Space sized and developed for the neighborhood. They will be constructed by the Developer as part of the neighborhood phasing plan. Neighborhood Parks shall be managed and maintained by private HOA.

7.2 **Village Center Parks.** Village Center Parks shall be located in or near and in conjunction with Village Centers, and shall consist of Open Space, and Improved Open Space and amenities that encourage public gatherings. These spaces may be public or private. Any private park or amenity shall be designed, developed and constructed and paid for by the applicable Developer and shall be owned and maintained by HOAs. Each Village Center shall contain at least one public park. The public Village Center Parks shall be designed with City input, but developed and constructed and paid for by the applicable Developer and managed and maintained by City, and shall be open and accessible to the Public. These public parks will be required, as a minimum, to have tot lots, trail connections, landscaping w/ trees, access to public bathrooms, benches and drinking fountains. These parks are intended to be part of the Capital Facilities Plan outlined in Section 8 of this Agreement. The timing of these parks will follow the scheduled outlined in the Capital Facilities plan. Where permissible by Law, the costs to develop and construct such Parks may, with the City's approval, be paid, or supplemented by impact fees. Completion of Village Center Parks shall be in generally the same completion time frame as the Village Centers they serve. These Village Center Parks are part of the Improved Public Parks that are outlined in Section 7. Developer and the City will assess the viability and opportunities for an amphitheater within one of the Village Centers.

7.3 **Regional Parks.** Regional Parks may be designed, developed and constructed by Holdings, Developer or a Sub-developer, but shall be approved and maintained by the City, or Recreation District, or other agency, and shall be open to the public. Regional Parks shall be platted and paid for on the Property as detailed in the Master Plan, and may be developed in conjunction with schools. Where permissible by law, the costs to develop and construct such Parks shall be paid, or supplemented by impact fees if the Regional Park is identified in the Capital Facilities Plan. Regional Parks may include, but not be limited to, trails, trail head and other Open Space, and

Improved Open Space shall provide for a variety of uses, including but not limited to hiking, biking, equestrian, and cross-country skiing. Holdings, a Developer or a Sub-developer shall design and develop three trail head facilities encompassing paved parking areas, toilet facility, fire pit, signage, and public pavilion. Upon completion of trails, trail head and other Improved Open Space facilities, such facilities shall be dedicated to the City for City ownership and maintenance. Any trails connecting with the overall Trail System throughout the Project, or trails within the Regional Park itself, shall be developed and paid for by Developer. For every 1,200 residential units constructed, one trailhead park shall be constructed by the Developer.

7.4 **Existing Open Space Easement.** On or about January 23, 2007, JLS Properties, L.L.C. and Jordanelle Ridge, Inc. executed and recorded a declaration of Easement in favor of Wasatch County (the "2007 Easement"). As a condition of the City's approval of the recordation of the first Final Plat in Village two of the Upper Jordanelle Master Plan, or on or before September 30, 2024, whichever is sooner, Holdings shall record a Declaration of Easement substantially similar to the 2007 Easement and covering the 2,752 acres that are subject to the 2007 Easement with Wasatch County to the City, which Easement shall run with the land. The property that is the subject to the 2007 Easement shall be included in the 5,130 acres of Open Space required to be dedicated and conveyed to the City, or other entity approved by the City, as set forth in Section 7 above. The associated open space with each phase of development shall be dedicated to the City as a condition of any approvals for each individual phase. Once dedicated to the City such open space shall run as a covenant with the land in perpetuity forever.

7.5 **Notice to the City.** Upon the initial filing of a Development Application in which Open Space are located, the Applicant shall provide written Notice to the City of its intent to dedicate the proposed parcels of Open Space as a part of the final recorded instrument approving the Development Application. Within sixty (60) days of receipt of the Notice, the City shall inform the Applicant of whether the City intends to accept dedication of the Open Space. If the City does not intend to accept dedication of the Open Space, the City shall notify Applicant of its decision. The City's notification that it does not intend to accept dedication of the Open Space shall constitute a waiver of its right to receive an outright conveyance of fee title to that parcel. If the City does not accept dedication of the Open Space for any reason, such Open Space shall be offered to a conservation organization, a Homeowners Association or another entity reasonably acceptable to the City.

7.6 **Dedication of Open Space, Local Parks or Trails.** Dedication of Open Space, Local Parks and/or Trails to the City shall be by plat recordation or by dedication by deed from the applicable Property Owner which shall be without any financial encumbrance or other encumbrance (including easements) which unreasonably interferes with the use of the property for Open Space, Local Parks and/or Trails. In the event trail are established solely for the internal use by residents or a HOA, no public easement shall be granted by Holdings. However, all such trails shall be accessible to the public.

7.7 **Maintenance of Open Space, Local Parks and Trails.** Except as otherwise specifically provided in this Agreement, upon acceptance by the City of the proffered Open Space and after formal possession, the City shall be responsible for maintaining the Open Space after final inspection and acceptance of the improvements to the Open Space if any. If the Open Space are dedicated to an entity other than the City, the dedication shall provide for the maintaining the Open Space.

7.8 **Out-of-Sequence Dedication of Open Space, Local Parks and/or Trails.** As a part of the consideration of any Development Application, the City may reasonably request the dedication of and/or grant of a conservation easement for Open Space designated in the Master Plan not associated with that Development Application but under common ownership with the portion of the Property subject to the Development Application. The Applicant shall grant the request if the requested out-of-phase dedication of Open Space, does not create unreasonable, significant costs or undue and unreasonable financial expense to Property Owners, as demonstrated by empirical evidence from the Applicant, that would not normally be incurred with the current phase under development. The amount and location of any accelerated dedication of Open Space shall be subject to the Applicant's or other affected Property Owners' approval, which approval shall not be unreasonably withheld.

7.9 **Projects for Public/Quasi-Public Purposes.** Holdings, Applicant or Developer shall dedicate to City 10 acres of land, site or sites to be determined mutually, for use in municipal services and or delivery of such services to Project area(s). If City does not use such property, the property will remain as open space. If the City so desires, in its discretion it may locate and purchase land at a negotiated price, for civic purposes, such projects including but not limited to fire and police substations, schools, public works, and affordable housing projects, within the Property at a negotiated price. In the event that condemnation is used to obtain additional land beyond what is specified in this Section 7.9, for its civic or quasi- civic

project, the affected Property Owner shall be entitled to not only the fair market value of the land taken but shall also be entitled to additional consequential and incidental damages that may result, including any limitations on the development or use of any other property that may be affected by such project. Any such proposal shall in no way diminish the ability of the Property Owner to exercise any of its rights as outlined under this Agreement and the market and salability of any units within the Project. If for any reason the Property Owner conveys any property not developed by Property Owners to be used by the public or for a quasi-public use, such conveyance of property shall not in any way affect or diminish the Maximum Residential Units. Rather, the Residential Units that were planned to be developed on the property to be purchased may be used in any other portion of the Project.

7.10 **Tax Benefits.** The City acknowledges that Property Owners may seek to qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring Open Space and/or Trails to the City or to a charitable organization. Property Owners shall have the sole responsibility to claim and qualify for any tax benefits sought by Property Owners by reason of the foregoing. The City shall reasonably cooperate with Property Owners to the maximum extent allowable under law to allow Property Owners to take advantage of any such tax benefits.

8. **Public Improvements.**

8.1 **Utilities and On-Site Infrastructure.** The City acknowledges that Holdings has prepared an Infrastructure Plan and will help the City draft Capital Facilities Plan to service Project. The Parties acknowledge that there will be a Capital Facilities Plan for the Public Infrastructure approved and adopted by the City. Holding shall reimburse the City for the cost of final preparation of the Capital Facilities Plan. It is understood that all infrastructure detail is not known as of the Effective Date of this Agreement. However, when the Project progresses to the Village or Phase development approval stages, Holdings or its successor Property Owner or Property Owners will provide the City with an Infrastructure Subarea Masterplan, which may include Village Centers, but shall be subject to approval by the City. No Village or Phase approvals shall be granted without City approvals of such submissions. The Property Owners shall have the responsibility and obligation, to construct and fund, or cause to be constructed and installed, in phases, the On-Site and Off-Site Infrastructure according to the Capital Facilities Plan that is necessary to support the development proposed within a specific Development Application. If any Property Owners elect to construct any On-Site Infrastructure or Off-Site Infrastructure required by

the Capital Faculties Plan as a condition of approval of a Development Application, the Property Owner shall pay the cost thereof, subject to its reimbursement rights set forth in Section 8.2. The City shall comply with the statutory processes and all other applicable laws, rules, and regulations governing such work. Parties contemplate that subdivisions will be served by a sanitary sewer system. Property Owners may petition the County Health Department to allow the installation of septic systems for portions of a subdivision, in lieu of sanitary sewer systems, in cases where the Developer, City, and County Health Department deem a sanitary sewer system to be impractical at the time a Development Application is submitted.

8.2 **Excess Improvements/Upsizing.** Any infrastructure requested by the Developer, or required by the Development shall be the responsibility of the Developer. The City and Holdings acknowledge and agree that, as a part of the Capital Facilities Plan, certain portions of the infrastructure improvements shown on the Capital Facilities Plan (including both On and Off-site Infrastructure) may need to be enlarged, increased or otherwise "upsized" or upgraded (collectively, the "**Excess Improvements**") at the request of the City or other responsible provider to serve, directly or indirectly, developments or future developments on land areas outside of the Project's boundaries or owned by parties other than Property Owners (collectively, the "**Benefitted Property**"). In recognition of the foregoing, and as a material inducement to the execution of this Agreement by Holdings:

8.2.1 **Reimbursements.** The City agrees that it shall reimburse the applicable Property Owners for, or to the extent permissible under then-applicable law and as identified in the approved Capital Facilities Plan, costs incurred by the applicable Property Owners in the construction of Excess Improvements. Subject to the City's approval, Property Owners may, from time to time, oversize and/or install and construct portions of the infrastructure specified in the Infrastructure Plan that are System Improvements. The City shall ensure that Property Owners, as applicable, are reimbursed for actual costs from impact fees for oversizing. City shall also make available reimbursement/pioneering agreements to reimburse Property owners for installing off-site System Improvements to serve their property for the base facility size as required by State law.

8.2.2 **Credits.** To the extent that any reimbursements paid to a Property Owner pursuant to the Reimbursement Procedures do not fully reimburse Property Owners for the amounts expended or costs incurred by the Property Owner in the construction of the Excess

Improvements, City shall credit the applicable Property Owner up to the value of such deficiency against the Project Impact Fees applicable to the Project.

8.2.3 **Backbone Improvements.** Compensation to Property Owners for any "upsizing" of the Backbone Improvements that are not included in the approved Capital Facilities Plan shall be agreed to by Property Owners and the City as a part of the plan for financing the construction of such Backbone Improvements. The Developer will encourage all construction trucks or equipment to access the development projects from access points along Highways 40 and 32 including the UDOT approved access points.

8.3 **Variations between Infrastructure Plan, Capital Facilities Plan and any City's Future Capital Facilities Plans.** The Parties acknowledge that the City may adopt a new or amended Capital Facilities Plans. Additionally, the City may adopt new or amended Impact Fee ordinances as permitted by State Law for the collection of Impact Fees to pay for the construction of parts or all of the Backbone Improvements. The new Capital Facilities Plan shall in no way limit or reduce the Maximum Development Residential Units authorized under this Agreement; change any land uses or permitted uses of the Project; limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner so long as all applicable requirements of this Agreement and relevant sections of the Zoning Ordinance are satisfied. The Capital Facilities Plan and any future Capital Facilities Plan may differ from the Infrastructure Plan. As a part of the approval of a Development Application, the City may require Property Owners to build portions of the Backbone Improvements as shown on the Capital Facilities Plan (after it is adopted) instead of as shown on the Infrastructure Plan. However, the Property Owners shall not be required to build any such Backbone Improvements pursuant to the Capital Facilities Plans that exceed the facilities shown on the Infrastructure Plans unless Infrastructure Plan Facilities are inadequate to meet the development needs, per City Standards, and unless the City and the Property Owners have executed an agreement providing for the reimbursement of the pro rata costs based upon the method of determining impact fees for the construction of Backbone Improvements in excess of that needed to serve the development, and as permitted under reimbursements of this Agreement. If the Parties cannot reach agreement on the terms of a reimbursement agreement, the terms of such a reimbursement agreement shall be subject to the mediation and arbitration provisions of Sections 5.12 and 5.13. Notwithstanding the above, nothing herein obligates the City to pay for the minimum backbone infrastructure needed for the

Development.

8.4 **No Additional Off-Site Infrastructure Requirements.** Notwithstanding anything to the contrary in the City's Vested Laws, the City shall not, directly or indirectly, charge Developers or Sub-developers, or any of their respective affiliates or successors, any development fees, impact fees, water hookup fees, or any similar fees, charges, assessments or exactions for Off-Site Infrastructure not contemplated in the Capital Facilities Plan, or subsequent updates to said Plan. However, any and all such development fees, impact fees, water hookup fees, or any similar fees, charges, assessments or exactions for On-Site Infrastructure, shall be borne by Developers and Sub-developers, or any of their respective affiliates or successors, or residents, regardless of whether they are off-site or on-site, pursuant to the Capital Facilities Plan. In the event that Developer or Sub-developer is required to build Off-Site, in the event pioneering agreements are used, or impact fees are generated, the City would collect the pro-rata share from future, benefitting developers.

8.5 **Modifications of Infrastructure Locations and the Boundaries of the Development Areas.** The City acknowledges that the exact locations of On and Off-Site Infrastructure and the boundaries of the Parcels are conceptual in nature and that additional surveying, engineering and similar studies are needed to finalize lot locations, road and utility alignments as well as road and utility sizing. Therefore, Parcel boundaries, road and utility alignments and, subject to the requirements of this Agreement, infrastructure sizing may be further modified and revised upon the City's approval of subsequent Development Applications in accordance with subsequent subarea infrastructure masterplans that will be prepared by Developer for each Village area, and the City's Vested Laws.

8.6 **Utilities Provided by the North Village Special Service District (NVSSD) and the Jordanelle Special Service District (JSSD).** The Parties acknowledge that the Project is currently served by the NVSSD and the JSSD for sewer and water, including secondary water. It is the intent by both Parties that the NVSSD and the JSSD shall continue to serve the project for these utilities through such service districts as long as they have capacity and capable of serving. The Developer shall provide Commitment Letters from JSSD and NVSSD for the plat being served before final approval for that particular plat is granted. If at any time it is deemed unfeasible to have JSSD or NVSSD serve the Project, the Developer shall secure other service providers. The City shall not be liable or responsible to provide such services.

8.7 **Water Rights.** Developers shall be required to comply with the NVSSD and NVSSD water policies generally applicable to all of their

customers.

8.8 **Streets.** Streets shall follow the Master Transportation Plan and Roadway Cross Sections Plan as identified in Exhibit D. All neighborhood streets should have a minimum asphalt width of 20 feet for private streets and alleys and 32 feet for public streets. In general, streets shall be designed to meet the level of travel, safety and service, while incorporating principles of traffic calming and pedestrian compatibility, such as tree-lined streets with pedestrian ways and linkages, decreasing the need for pavement width by spreading traffic through a grid or modified street hierarchy system. Holdings will first assess utilization of round-a-bouts at all collector intersections, with slopes three (3%) percent or lower, before using traditional intersections. The City shall be responsible to maintain all of the improvements within the public rights of way on streets larger than a Residential Local unless otherwise agreed by the parties. In general, all neighborhoods shall have two points of access as required by City's Vested Laws. This can be achieved by one or more of the following methods:

(i) Neighborhoods shall connect to a residential local or larger street, as shown on Exhibit D;

(ii) A grade-separated divided roadway with minimum lane widths of 20 feet; and

(iii) Uses of a temporary emergency access roads. (These roads will be maintained by the HOA.)

The use of one or more cul-de-sac streets within a development in the Property will be allowed where:

(i) Portions of the land otherwise meeting ordinary use requirements would not be reasonably accessible without a cul-de-sac due to topographical, hydrological or other unique limiting conditions; and

(ii) (ii) Cul-de-sacs shall meet the requirements of the City's Vested Laws with cul-de-sacs not exceeding 1300 feet, or as permitted by State Law, the International Fire Code including Appendix D of said code, and the Wild Urban Land Fire Code, unless a greater distance is authorized by the City, at the City's sole discretion, to allow for snow and solid waste removal and emergency traffic. Private areas and gated streets are allowed as long as adequate emergency vehicle access can be maintained as determined by the fire district. The overall

design should promote lower design speeds.

9. **Cable TV/Fiber Optic Service.** Subject to all applicable federal and state laws, Property Owners shall install or cause to be installed all underground conduits necessary and make available a minimum of one cable service/fiber optic communication provider, or other comparable information and communication service provider, within the Project at no expense to the City. As an alternative, the City may permit the individual lot owners to contract with another such service providers on their own. In such case, Developer's obligation to provide such service would no longer be required. The conduits, cable, lines, connections and lateral connections shall remain the sole and exclusive property of Property Owners or cable/fiber optic communication provider even though the roadways in which the cable/fiber optic lines conduits, connections and laterals are installed may be dedicated to the City. Property Owners may contract with any cable TV/fiber optic and other communication provider of its own choice and grant an exclusive access and/or easement to such provider to furnish cable TV/fiber optic and other communication services for those dwelling units or other uses on the Project, so long as the property is private and not dedicated to the public. The City may charge and collect all taxes and fees with respect to such cable service and fiber optic and other communication lines as allowed under an applicable City ordinance or state law.

10. **CC&R's.** As more fully set forth in the CC&R's, Property Owners shall create and establish one or more Homeowners' Associations, which shall be responsible for the implementation and enforcement of the CC&R's and the Design Guidelines, including but not limited to architectural reviews, water efficiency, wildfire education, open space, and private street maintenance. Recordation of the CC&Rs and creation of such Homeowners' Associations shall be required at the time of final plat review and approval. They shall be recorded both with the County and City Recorders. The City shall not be responsible for the implementation and/or enforcement of any such CC&R's and Design Guidelines. The CC&R's may be amended by the processes specified in the CC&R's without any requirement of approval of such amendments by the City. Prior to the issuance of any building permits for residential, business, commercial or recreational use, but excluding On or Off-Site Infrastructure or other infrastructure proposed by Property Owners, the architectural control committee established by the CC&R's shall certify that the proposed Development Application complies with the Design Guidelines.

11. **Fees & Bonding.**

11.1 **General Requirement of Payment of Fees.** The City acknowledges its fees are subject to applicable State law. The City's impact fee requirements will be set forth in the City's approved Capital Facilities Plan for the Project area to be developed subsequent to this Agreement and incorporated herein.

11.2 **Limitations on New Development, Review or Impact Fees.** The

Project shall not be made subject to any new development, review or impact fees or impositions enacted after the Effective Date unless: (a) the amount charged has been determined in accordance with all applicable state laws; and (b) it is directly or in practical effect, proportionate to the costs incurred by the City from the Project, and it is imposed and used to mitigate an impact caused solely by the development of the Project.

11.3 **Impact Fees for Open Space.** In view of the significant amount of Open Space in the Property, any fees assessed, charged or levied by the City, including, without limitation, Impact Fees, shall be applicable only on those areas of the Property intended for development. Open Space shall not be subject to Impact Fees.

11.4 **Warranty Bonding.** To the extent other public financing vehicles are not available for any on or off-site, publicly dedicated infrastructure or similar improvements for the Project, Property Owners, Developers or Sub-developers, as applicable, shall provide performance or warranty bonds, per the Heber City Code, in the form of letters of credit, cash or set aside agreements (all forms approved by the City) in relation to any on or off-site, publicly dedicated infrastructure or similar improvements for the Project (the "**Security**"), including, without limitation, roads, curb and gutter, storm drains, sewer, water, street lighting, signs, sidewalks, landscaping within public rights of way, public open space, public parks and trails. Notwithstanding anything to the contrary under the City's Vested Laws, Property Owners shall not be required to post any such security for any privately-owned infrastructure or improvements, not necessary for public health and safety, including, without limitation, landscaping for any private open space areas, private recreational facilities or similar amenities. The Security required under this section shall otherwise conform to the requirements of State Law.

12. **Construction Standards and Requirements.**

12.1 **Building Permits.** No buildings or other structures that require permits, shall be constructed within the Project without the Developer or Sub-developer first obtaining building permits. Developers and Sub-developers may apply for and obtain a grading permit following conceptual Site Plan approval or a subdivision Site Plan if the Developers or Sub-developers, as applicable, have submitted and received approval of a site-grading plan from the City Engineer in accordance with the City's Vested Laws.

12.2 **City and Other Governmental Agency Permits.** Before commencement of construction or development of any buildings, structures

or other work or improvements upon any portion of the Project, a Developer or Sub-developer shall, at their expense, secure, or cause to be secured, any and all permits which may be required by the City under the City's Vested Laws or any other governmental entity having jurisdiction over the work. The City shall reasonably cooperate with Developers Sub-developers in seeking to secure such permits from other governmental entities.

13. **On-Site Processing of Natural Materials.** Property Owners may use the natural materials located on the Project, including, without limitation, sand, gravel and rock, and may process such natural materials into construction materials, including, without limitation, aggregate or topsoil, for use in the construction of On and Off-Site Infrastructure, commercial buildings, residential structures, or other buildings or improvements located in the Project and other locations outside the Project Property Owner shall remediate any damage to trails, infrastructure, drainage or natural water features caused by such use. Any on-site grading performed by Developers or Sub-developers can be accomplished with a grading permit approved by the City. Notwithstanding this provision, this does not permit the construction of any subdivision or site-specific improvements prior to the approvals as outlined in the Subdivision or Construction Process set forth in Exhibits G and H. Property Owner shall remediate any damage to trails, infrastructure, drainage or natural water features caused by such use. Any such uses shall not be considered gravel pits.

14. **Provision of Municipal Services.** The City shall provide all City services to the Project that it provides from time to time to other residents and properties within the City including, but not limited to, development services and inspections, road and streetlight maintenance on public streets, police, and other emergency services. Such services shall be provided to the Project at the same levels of service, and on the same terms and rates as provided to other residents and properties in the City, unless such services are provided by other entities, or, because of the unique topography, location or other special or unique circumstances in the area covered by this Agreement, the cost to provide such services is higher than the like property rate throughout the City, and the City is able to demonstrate by empirical evidence, that such costs are a result of substantive additional or increased costs of municipal services, or financial burden to the City, then such additional costs, including but not limited to those required for additional special fire or police services, may be passed on to the Property Owners by way of special municipal service zonal fees, or some other equivalent of such fees. The City may charge such increased rate fees to Property Owners with respect to the Project, Phase, or sections of a Phase proportionate to their share of the increased cost.

15. **Default.** Any failure by any party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following the receipt of written notice of such failure from the other party (unless such period is extended by mutual written consent, and subject to Sections 15.2 through 15.4), shall constitute a

"Default" under this Agreement. Any notice given pursuant to the preceding sentence (**"Asserted Default Notice"**) shall comply with Section 15.1.

15.1 **Notice.** If a Property Owner or the City causes an event which remains uncured for a period of thirty (30) days, this would constitute a Default of this Agreement. The Party claiming a Default shall provide a written Asserted Default Notice to the other Party.

15.1.1 **Contents of the Asserted Default Notice.** The Asserted Default Notice shall:

15.1.1.1. Claim of Default. Specify the claimed event of Default;

15.1.1.2. Identification of Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

15.1.1.3. Specify Materiality. Identify why the claimed Default is claimed to be material; and

15.1.1.4. Proposed Cure. Specify the manner in which said failure may be satisfactorily cured.

15.2 **Cure.** Following receipt of an Asserted Default Notice, the defaulting Party shall have sixty (60) days in which to cure such claimed Default (the "Cure Period"). If more than 60 days is required for such cure, the defaulting Party shall have such additional time as is reasonably necessary under the circumstances in which to cure such Default so long as the defaulting Party commences such cure within the Cure Period and pursues such cure with reasonable diligence.

15.3 **Meet and Confer, Mediation, Arbitration.** Upon the failure of a defaulting Party to cure a Default within the Cure Period or in the event the defaulting Party contests that a Default has occurred, the Parties shall engage in the "Meet and Confer" and "Mediation" processes specified in Sections 5.10 and 5.13. If the claimed Default is subject to Arbitration as provided in Section 5.13, the Parties shall engage in Arbitration as provided in Section 5.13.

15.4 **Remedies.** If the Parties are not able to resolve the Default by "Meet and Confer" or by Mediation, and if the Default is not subject to Arbitration, the Parties shall have the following remedies:

15.4.1 **Legal Remedies.** Legal Remedies available to both Parties shall include all rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages. In addition to any other rights or remedies, any Party may institute legal action to cure, correct or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. Nothing in this section is intended to, nor does it limit Developer's or City's right to such legal and equitable remedies as permitted by law. It is specifically acknowledged by both Parties that neither Party waives any such rights for legal and equitable remedies.

15.4.2 **Enforcement of Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

15.4.3 **Withholding Further Development Approvals.** The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of that portion of the Property owned by the defaulting Property Owner.

15.5 **Public Meeting.** For any Default by a Property Owner, before any remedy in Section 15.4.3 may be imposed by the City, Property Owners shall be afforded the right to attend a public meeting before the Council and to address the Council regarding the claimed Default.

15.6 **Emergency Defaults.** Anything in this Agreement notwithstanding, if the Council finds on the record in a public meeting that a Default by Property Owners materially impairs a compelling, countervailing interest of the City and that any delays in imposing a remedy to such a Default would also impair a compelling, countervailing interest of the City, the City may impose the remedies of Section 15.4.1., without the requirements of Sections 15.3. The City shall give Notice to Property Owners in accordance with the City's Vested Laws of any public meeting at which an emergency Default is to be considered and Property Owners shall be allowed to attend such meeting and address the Council regarding the claimed emergency Default.

15.7 **Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.

16. **Notices.** All notices required or permitted under this Amended Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Property Owners:

RE Investment Holdings, L.L.C.
Attn: Greg Taylor
6900 S. 900 E., #230
Midvale, Utah 84047

To the City:

City of Heber
Attn: City Recorder
25 North Main Street
Heber, Utah 84032

16.1 **Effectiveness of Notice.** Except as otherwise provided in this Agreement, each Notice shall be effective and shall be deemed delivered on the earlier of:

16.1.1 **Physical Delivery.** Its actual receipt, if delivered personally, by courier service, or by facsimile, provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending Party has confirmation of transmission receipt of the Notice.

16.1.2 **Electronic Delivery.** Its actual receipt if delivered electronically by email, provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending Party has an electronic receipt of the delivery of the Notice.

16.1.3 **Mail Delivery.** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail.

16.1.4 **Change of Notice Address.** Any Party may change its address for Notice under this Agreement by giving written Notice to the other Party in accordance with the provisions of this Section.

17. **Administrative Amendments.**

17.1 **Allowable Administrative Applications:** The following modifications to this Agreement may be considered and approved by the Administrator.

17.1.1 **Infrastructure.** Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

17.1.2 **Design Guidelines.** Modifications of the Design Guidelines.

17.1.3 **Development Unit Allocations.** Any allocation of Development Unit densities to be made by Holdings or its successors.

17.1.4 **Minor Amendment.** Any other modifications deemed to be minor modifications by the Administrator.

17.2 **Application to Administrator.** Applications for Administrative Amendments shall be filed with the Administrator.

17.2.1 **Referral by Administrator.** If the Administrator determines for any reason that it would be inappropriate for the Administrator to determine any Administrative Amendment, the Administrator may require the Administrative Amendment to be processed as a Modification Application.

17.2.2 **Administrator's Review of Administrative Amendment.** The Administrator shall consider and decide upon the Administrative Amendment within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Amendment. Applicant must provide all documents in their completed form and pay any required fee in accordance with State law.

17.2.3 **Notification Regarding Application and Administrator's Approval.** Within ten (10) days of receiving a complete application for an Administrative Amendment, the Administrator shall notify the City Council in writing. Unless the Administrator receives a notice pursuant to these Sections, requiring that the proposed Administrative Amendment be considered by the City Council as a Modification Application, the Administrator shall review the application for an Administrative Amendment and approve or deny the same within the 45-day period set forth in Section 17.2.2. If the Administrator approves the Administrative Amendment, the Administrator shall notify the Council in writing of the proposed approval and such approval of the Administrative Amendment by the Administrator shall be conclusively deemed binding on the City. A notice of such approval shall be recorded against the applicable portion of the Property in the official City records.

17.2.4 **City Council Requirement of Modification Application Processing.** If the City Council requires the proposed Administrative Amendment to be considered by the City Council as a Modification Application, it shall, within two (2) business days after the first City Council meeting following notification by the Administrator pursuant to Section 17-2-3 above, notify the Administrator that the Administrative Amendment must be processed as a Modification Application, and that the City Council shall be the final determining body for any and all Modification Applications.

17.2.5 **Appeal of Administrator's Denial of Administrative Amendment.** If the Administrator denies any proposed Administrative Amendment, the Applicant may process the proposed Administrative Amendment to the City Council for final adjudication. The City Council shall be the final determining body for any and all Modification Applications.

18. **Amendment.** Except for Administrative Amendments, any future amendments to this Agreement shall be considered as Modification Applications subject to the following processes:

18.1 **Submissions of Modification Applications.** Only the City or Holdings or an assignee of Holdings that succeeds to all of the rights and obligations of Holdings under this Agreement may submit a Modification Application.

18.2 **Modification Application Contents.** Modification Applications shall:

18.2.1 **Identification of Property.** Identify the property or properties affected by the Modification Application.

18.2.2 **Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.

18.2.3 **Identification of Non-City Agencies.** Identify any Non-City agencies potentially having jurisdiction over the Modification Application.

18.2.4 **Map.** Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Use and Density of all such properties.

18.2.5 **Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the City to cover the costs of

processing the Modification Application.

18.3 **Mutual Cooperation in Processing Modification Applications.** Both the City and Applicants shall cooperate reasonably in promptly and fairly processing Modification Applications.

18.4 **Planning Commission Review of Modification Applications.**

18.4.1 **Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the City's Vested Laws in light of the nature and/or complexity of the Modification Application. The City shall not be required to begin its review of any application unless and until the Applicant has submitted a complete application.

18.4.2 **Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation.

18.5 **Council Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application, the Council shall consider the Modification Application.

18.6 **Council's Objections to Modification Applications.** If the Council objects to the Modification Application, the Council shall provide a written determination advising the Applicant of the reasons for denial, including specifying the reasons the City believes that the Modification Application is not consistent with the intent of this Agreement and/or the City's Vested Laws (or, only to the extent permissible under this Agreement, the City's Future Laws).

18.7 **Mediation of Council's Objections to Modification Applications.** If the Council and Property Owners are unable to resolve a dispute regarding a Modification Application, the Parties shall attempt within seven (7) days to appoint a mutually acceptable expert in land planning or such other discipline as may be appropriate. If the Parties are unable to agree on a single acceptable mediator, each shall, within seven (7) days, appoint its own individual appropriate expert. These two experts shall, between them, choose the single mediator. Property Owners shall pay the fees of the chosen mediator. The chosen mediator shall within fourteen (14) days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties.

19. **Estoppel Certificate.** Upon twenty (20) days prior written request by a Property Owner, the City will execute an estoppel certificate to any third party certifying that this Agreement has not been amended or altered (except as described in the certificate) and remains in full force and effect, and that such Property Owner is not in default of the terms of this Agreement (except as described in the certificate), and such other matters as may be reasonably requested by the Property Owner. The City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees.

20. **Attorney Fees and Costs.** In the event of the failure of either Party hereto to comply with any provision of this Agreement, the defaulting Party shall pay any and all costs and expenses, including reasonable attorneys' fees, investigating such actions, taking depositions and discovery, and all other necessary costs incurred in, arising out of or resulting from such default (including any incurred in connection with any appeal or in bankruptcy court) incurred by the injured Party in enforcing its rights and remedies, whether such right or remedy is pursued by filing a lawsuit or otherwise.

21. **Entire Agreement.** This Agreement and all Exhibits hereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

22. **Headings.** The captions used in this Agreement are for convenience only and a not intended to be substantive provisions or evidences of intent.

23. **No Third-Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Property Owner. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for or duty to any third parties, including but not limited to JSSD or NVSSD, concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the City's.

24. **Assignability.**

24.1 **Transfer to Developers and Sub-developers.** Notwithstanding anything to the contrary in this Agreement, Holdings or its successor may sell any portion of the Property to one or more Developers and/or Sub-developers at any time from and after the Effective Date. Each such transferred portion of the Property (each, a "**Development Property**") shall be developed by the Developer and/or Sub-developer in accordance with and subject to the terms hereof, including, without limitation, the following:

24.1.1 Developer or Sub-developer shall assume in writing for the benefit of the City and Property Owners all of the obligations and

liabilities of Property Owners hereunder with respect to the Development Property;

24.1.2 Developer and Sub-developer shall be afforded the rights of Property Owners granted hereunder in respect of the applicable Development Property, including, without limitation, any rights of Property Owners in and the impact fee credits and/or reimbursements pertaining to such Development Property; provided, however, that unless Holdings otherwise agrees in writing, Developer and/or Sub-developer shall not, in each case without the prior written consent of Holdings, which may be granted or withheld in Holdings' sole discretion:

(i) submit any design guidelines to the City in respect to the Development Property and/or propose any amendments, modifications or other alterations to the Design Guidelines or any other design guidelines previously submitted by Holdings Owners to the City in respect of the Development Property;

(ii) process any Final Plats, site plans or Development Applications for the Development Property and/or propose any amendments, modifications or other alterations of any approved Final Plats, site plans, and/or Development Applications procured by Holdings for the Development Property; or

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

24.1.3 The City agrees not to accept or process any of the foregoing matters from a Developer and/or Sub-developer unless the matter has been approved by the owner of the Development Property.

24.1.4 Holdings shall not amend, modify or alter this Agreement or the Design Guidelines, or any Final Plats, Development Agreements and/or site plans approved for the Development Property in a manner that would materially interfere with Developer and/or Sub-developer's rights hereunder in respect of such Development Property, in each case without Developer and/or Sub-developer's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

25. **Effect of Breach.** Notwithstanding any other provision of this Agreement,

no breach or default hereunder, by any Person succeeding to any portion of a Property Owner's obligations under this Agreement shall be attributed to Property Owner. Nor may a Property Owner's rights hereunder be canceled or diminished in any way by any breach or default by any such Person. No breach or default hereunder by a Property Owner shall be attributed to any Person succeeding to any portion of such Property Owner's rights or obligations under this Agreement, nor shall such transferee's rights be canceled or diminished in any way by any breach or default by such Property Owner. During the development of the Project, until final approval of and dedication to the City, Developer, Owners or Owners, and their assigns, transferees, and sub -developers shall maintain the City as an additional named insured where reasonably possible, and without adding unreasonable cost, on any relevant or applicable liability insurance associated with the Project.

26. **Mortgagee Protection.** This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, including the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any such Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any Person that acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Notwithstanding the provisions of this Section, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion. If the City receives a written notice from a Mortgagee requesting a copy of any notice of default given to a Property Owner or a Sub-developer and specifying the address for service thereof, then the City shall deliver to such Mortgagee, concurrently with service thereon to the Property Owner or a Sub-developer, as applicable, any notice of default or determination of noncompliance given to the Property Owner or such Sub-developer. Each Mortgagee shall have the right (but not the obligation) for a period of 90 days after the receipt of such notice from the City to cure or remedy the default claimed or the areas of noncompliance set forth in the City's notice. If such default or noncompliance is of a nature that it can only be cured or remedied by such a Mortgagee upon obtaining possession of the Property, then such Mortgagee may seek to obtain possession with diligence and continuity through a receiver or otherwise, and shall within 90 days after obtaining possession cure or remedy such default or noncompliance. If such default or noncompliance cannot with diligence be cured or remedied within either such 90 -day period, then such Mortgagee shall have such additional time as may be reasonably necessary to cure or remedy such default or noncompliance if such Mortgagee commences such cure or remedy during such 90 -day period and thereafter diligently pursues completion of such cure or remedy to the extent possible.

27. **Termination.**

27.1 This Agreement shall be terminated and of no further effect upon the

occurrence of any of the following events:

(i) Expiration of the Term of this Agreement, unless extended as provided in Section 4.6;

(ii) Completion of the Project in accordance with the Entitlements and the City's issuance of all required occupancy permits and acceptance of all dedications and improvements required under the Entitlements and this Agreement;

(iii) Except for the payment of applicable fees and assessments, as for any specific residential dwelling or other structure within the Project, this Agreement shall be terminated upon the issuance by City of a certificate of occupancy for such dwelling or other structure;

(iv) Entry of final judgment (with no further right of appeal) or issuance of a final order (with no further right of appeal) directing City to set aside, withdraw, or abrogate City's approval of this Agreement,

(v) The effective date of a party's election to terminate the Agreement as specifically provided in this Agreement, or

(vi) in the event that Developer or the project are in default, or where material, contractual and developmental obligations are not met, or any deadlines and conditions of this MDA, and relevant State and Federal Laws not fulfilled or are violated, after appropriate default notices and cure provisions of this MDA.

27.2 **Notice of Termination.** City shall, upon written request made by Developer or Developer's successor(s) or assign(s) or any Owner to City's Planning Director, determine if the Agreement has terminated with respect to any parcel or lot at the Property, and shall not unreasonably withhold, condition, or delay termination as to that lot or parcel. Upon termination of this Agreement as to any lot or parcel, City shall upon Developer or Developer's successor(s) or assign(s) or any Owner's request record a notice of termination that the Agreement has been terminated. The aforesaid notice may specify, and Developer or Developer's successor(s) or assign(s) and Owners agree, that termination shall not affect in any manner any continuing obligation to pay any item specified by this Agreement. Termination of the Agreement as to any parcel or lot at the Property shall not affect Developer or Developer's successor(s) or assign(s) or any Owner's rights or obligations

under any of the Entitlements and Subsequent Entitlements, including but not limited to, the General Plan, Specific Plan, Zoning Ordinance and all other City policies, regulations, and ordinances applicable to the Project at the Property. City may charge a reasonable fee for the preparation and recordation of any notice(s) of termination requested by Developer or Developer's successor(s) or assign(s) or any Owner.

27.3 **Partial Termination.** In the event of a termination of this Agreement with respect of any portion of the Property, any then-existing rights and obligations of the parties with respect to such portion of the Property shall automatically terminate and be of no further force, effect or operation. However, no termination of this Agreement with respect to any portion of the Property or the Project shall affect in any way the parties' rights and obligations hereunder with respect to any other portion of the Property or Project not subject to the termination. Subject to the provisions of the Default Paragraph 15, the expiration or termination of this Agreement shall not result in any expiration or termination of any Entitlement then in existence, without further action of City.

28. **Insurance and Indemnification.** Each Property Owner shall defend and hold the City and its officers, employees and consultants harmless for any and all claims, liability and damages arising out of the negligent actions or inactions of such Property Owner, its agents or employees pursuant to this Agreement, unless caused by the City's negligence or willful misconduct.

29. **Hazardous, Toxic, and/or Contaminating Materials.** Each Owner shall defend and hold the City and its elected and/or appointed boards, officers, agents, employees and consultants harmless from any and all claims, liabilities, costs, fines, penalties and/or charges of any kind whatsoever relating to the existence and removal, or caused by the introduction of hazardous, toxic and/or contaminating materials by such Property Owner on the Project or arising out of action or inactions of Developer, except where such claims, liability costs, fines, penalties and charges are due to the actions of the City or its elected or appointed boards, officers, agents, employees or consultants.

30. **Binding Effect.** If Holdings or another Property Owner conveys any portion of the Property to one or more Sub-developers, the property so conveyed shall have the same rights, privileges, Intended Uses, configurations, and Density, and shall be subject to the same limitations and rights of the City, applicable to such property under this Agreement prior to such conveyance, without any required approval, review, or consent by the City, except as otherwise provided herein.

31. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

32. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

33. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, inclement weather, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

34. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

35. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and Holdings each shall designate and appoint a representative to act as a liaison between the City and its various departments and Holdings. The initial representative for the City shall be City Manager, or his designee and the initial representatives for Holdings shall be Michael Bradshaw and Greg Taylor. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Project.

36. **Mutual Drafting.** Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either Party based on which Party drafted any particular portion of this Agreement.

37. **Applicable Law.** This Agreement is entered into in the City in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

38. **Recordation and Running with the Land.** This Agreement shall be recorded in the office of the Wasatch County Recorder. Copies of the City's Vested Laws, Exhibit E, shall not be recorded. A secure copy of Exhibit E shall be filed with the City Recorder and each Party shall also have an identical copy. The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project Area to which the successor holds title. Such titleholder is not a third party beneficiary of

the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project Area. The obligations of Property Owners hereunder are enforceable by the City, and no other Person shall or may be a third party beneficiary of such obligations unless specifically provided herein.

39. **Authority.** The parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Ordinance No. 08-26 adopted by the City on December 18, 2008. This Agreement is approved as to form and is further certified as having been lawfully adopted by the City by the signature of the City Attorney.

40. **Covenant of Good Faith and Fair Dealing.** No party shall do anything which shall have the effect of injuring the right of another party to receive the benefits of this Agreement or do anything which would render its performance under his agreement impossible. Each party shall perform all acts contemplated by this Agreement to accomplish the objectives and purposes of this Agreement.

41. **Further Actions and Instruments.** The Parties agree to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of the Agreement. Each of the parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Agreement.

42. **Partial Invalidity Due to Governmental Action.** In the event state or federal laws or regulations enacted after the Execution Date of this Agreement, or formal action of any governmental jurisdiction other than City, prevent compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified extended or suspended only to the minimum extent necessary to comply with such laws or regulations.

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

and year first herein above written.

PROPERTY OWNER

RE Investment Holdings, L.L.C.,
a Utah limited liability company

By: RE Management, L.L.C.
Its: Manager
By: _____
Name: Greg Taylor
Its: Manager

PROPERTY OWNER ACKNOWLEDGMENT

STATE OF UTAH)
:§.
CITY OF South Jordan)

On the 14th day of June, 2020, personally appeared before me Greg Taylor, who being by me duly sworn, did say that he is the Manager of RE Management, LLC, the Manager of RE Investment Holdings, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

MATTHEW B WATSON
NOTARY PUBLIC -STATE OF UTAH
My Comm. Exp 04/02/2023
Commission # 705538

_____
NOTARY PUBLIC

CITY

Heber City, a political subdivision of the State of Utah

By: Kelleen Potter
Name:
Its: Mayor

HEBER CITY CORPORATE Seal WASATCH COUNTY, UTAH

Approved as to form and legality:

City Attorney

By: J. Mark Lundberg

Attest:

City Recorder

By: Trina M Cooke

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:§.
CITY OF HEBER)

On the 24th day of June, 2020, personally appeared before me Kelleen Potter who being by me duly sworn, did say that she is the Mayor of City of Heber, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its governing body.

Alicia J. Fairbourne
NOTARY PUBLIC

ALICIA J. FAIRBOURNE
Notary Public State of Utah
My Commission Expires on:
September 8, 2020
Comm. Number: 690702

TABLE OF EXHIBITS

Exhibit A

Legal Description of The Property

Legal Description of Parcels

0-0000-5244 OWC-0500-1-016-035
RE INVESTMENT HOLDINGS LLC Acres: 331.83

BEGINNING AT THE SW CORNER OF SEC 16 T3S R5E SLM: N0-28-24W 4458.16; S40-38-44E 359.11; S82-30-9E 1665.02; S54-0-35E 2199.87; S6-19-38W 970.48; S43-9-34E 715.13; S26-1-6E 799.53; S0-5-54W 210.27; S17-39-42E 267.5; S89-55-38W 4441.57 TO THE BEGINNING. AREA: 331.83 ACRES +/-

00-0007-6922 OWC-0460-0-004-035
RE INVESTMENT HOLDINGS LLC Acres: 300.00

BEG N 538 FT FR SW COR SEC 4, T3S, R5E, SLM; N TO NW COR SD SEC; E TO N1/4 COR; S TO S1/4 COR; W 1429.88 FT; N 538 FT; W1212 FT TO BEG. AREA: 321.02 ACRES LESS JDR-RA-7 21 ACRES RT A 214-349 NET AREA: 300 ACRES MORE OR LESS

00-0007-6997 OWC-0468-0-005-035
RE INVESTMENT HOLDINGS LLC Acres: 38.30

BEGINNING AT THE SW CORNER OF SEC 5 T3S R5E SLM: N0-0-17E 2145.32; S58-57-47E 867.03; S4-0-8E 950.02; S29-30-33E 862.24; S89-59-27W 1234.08 TO THE BEGINNING. AREA: 38.3 ACRES +/-

00-0007-7177 OWC-0486-0-008-035
RE INVESTMENT HOLDINGS LLC Acres: 277.36

BEGINNING AT THE SW CORNER OF SEC 8 T3S R5E SLM: N0-24-15W 5352.09; S89-51-45E 1185.58; S19-36-42E 3291.44; S28-5-47E 1398.42; S69-1-23E 574.98; S75-27-32E 810.17; S41-1-9E 767.28; S89-40-32W 4735.92 TO THE BEGINNING. AREA: 277.36 ACRES +/

00-0007-7185 OWC-0487-0-009-035
RE INVESTMENT HOLDINGS LLC Acres: 640.00

ALL SEC 9, T3S, R5E, SLM. AREA: 640.00 ACRES

00-0007-7201 OWC-0489-0-010-035
RE INVESTMENT HOLDINGS LLC- Acres: 200.00

W1/2W1/2 & SE1/4SW1/4 SEC 10, T3S, R5E, SLM. AREA: 200.00 ACRES

00-0007-7219 OWC-0490-0-010-035
RE INVESTMENT HOLDINGS LLC Acres: 80.00

E1/2SE1/4 SEC 10, T3S, R5E, SLM. AREA 80 ACRES

00-0007-7227 OWC-0491-0-011-035
RE INVESTMENT HOLDINGS LLC Acres: 305.44

BEGINNING SW CORNER SEC 11 T3S R5E SLM: N.01°05'32"W.2852.99FT; N.89°56'41"E.168.23FT; S.07°50'27"E.336.74FT;E.47.71FT; ALONG THE ARC OF A 325FT RADIUS CURVE TO THE RIGHT 103.35FT (CHORD BEARS S.77°56'51"E.); S.68°50'09"E.87.42FT; S.69°26'33"E.16.19FT; N.19°57'56"E.75.12FT; N.77°13'58"E.382.08FT; N.71°36'20"E.326.04FT; N.46°07'25"E.606.81FT; S.49°38'56"E.215.87FT; N.71°10'16"E.38.49FT; S.50°52'03"E.128.44FT; S.55°16'25"E.580.85FT; N.85°02'50"E.853.51FT; N.85°09'21"E.179.76FT; S.79°32'28"E.241.12FT; S.64°13'0"E.123.53FT; S.78°13'46"E.196.46FT; S.63°28'13"E.190.24FT; S.51°12'58"E.150.56FT; S.74°11'45"E.131.03FT; S.65°41'25"E.182.39FT; S.45°14'54"E.415.2FT; S.27°05'57"W.207.09FT; ALONG THE ARC OF A 775FT RADIUS CURVE TO THE LEFT 100.5FT (CHORD BEARS S.66°36'42"E.); N.26°34'55"E.214.03FT; N.54°08'38"E.177.88FT; N.65°59'48"E.169.12FT; N.74°53'17"E.97.11FT; S.02°32'49"E.2135.03FT; N.89°44'42"W.5353.64FT TO THE BEGINNING. AREA: 305.44 ACRES+-

00-0007-7243 OWC-0493-0-012-035
RE INVESTMENT HOLDINGS LLC Acres: 402.23

BEGINNING NW CORNER SEC 12 T3S R5E SLM: S.89°29'38"E.5570.46FT; S.02°18'33"E.4972.05FT; S.02°21'03"W.374.33FT;N.88°52'55"W.1387.27FT; N.01°58'27"W.2664.87FT; N.89°12'06"W.3849.93FT; N.0°03'12"W.1421.69FT; N.19°08'51"W.1297.33FT TO THE BEGINNING. AREA: 402.23 ACRES +

00-0007-7250 OWC-0494-0-012-035
RE INVESTMENT HOLDINGS LLC Acres: 236.64

BEGINNING SW CORNER SEC 12 T3S R5E SLM: N.02°32'49"W.2135.03FT; N.74°48'27"E.75.8FT; E.213.19FT; N.0°03'36"E.486.22FT; S.89°12'06"E.3849.93FT; S.02°07'20"E.2665.93FT; N.88°54'38"W.4141FT TO THE BEGINNING. AREA: 236.64 ACRES

00-0007-7268 OWC-0495-0-013-035
RE INVESTMENT HOLDINGS LLC Acres: 240.00

NW1/4; W1/2NE1/4 SEC 13, T3S, R5E, SLM. AREA 240 ACRES

00-0007-7284 OWC-0497-0-014-035
RE INVESTMENT HOLDINGS LLC Acres: 480.00

N1/2; SW1/4 SEC 14, T3S, R5E, SLM. AREA 480 ACRES

00-0007-7300 OWC-0499-0-015-035
RE INVESTMENT HOLDINGS LLC Acres: 320.00

E1/2 SEC 15, T3S, R5E, SLM. AREA 320 ACRES.

00-0007-7318 OWC-0500-0-015-035
RE INVESTMENT HOLDINGS LLC Acres: 320.00

W1/2 SEC 15, T3S, R5E, SLM. AREA: 320.00 ACRES

00-0007-7326 OWC-0501-0-017-035
RE INVESTMENT HOLDINGS LLC Acres: 650.87

BEGINNING S.850.41FT FROM NE CORNER SEC 17 T3S R5E SLM; S0-28-24E 4458.16; N89-52-59W 5421.52; N0-58- 51W 5245.32; N89-24-32E 4735.94; S41-6-53E 1123.52 TO THE BEGINNING. AREA: 650.87 ACRES +/-

00-0007-7441 OWC-0502-0-018-035
RE INVESTMENT HOLDINGS LLC Acres: 202.50

BEGINNING AT THE SE CORNER OF SEC 18 T3S R5E SLM: S1-11-28E 8.63; N45-15-2W 519.99; N19-45-7W 232.02; N38-14-58W404.98; N3-0-15W 308; N59-29-28W 111.99; S52-14-49W 272; S90-0-0W 310.01; N40-59-55W 513; N26-30-10W 459; N10-29-57W 352; N12-14-56E 212.01; N40-59-49W 220; S89-35-45W 97.67; N41-10-38W 161.45; N9-30-12W 187.98; N20-0-2E 802.01; N45-30 -4W 175.02; N10-0-0W 136.79; S89-24-58W 589.27; N27-22- 53E 1497.57; N89-28-37E 1941.12; S1-11-28E 5268.92 TO THE BEGINNING. AREA: 202.5 ACRES +/-

00-0007-8522 OWC-0592-0-020-035
RE INVESTMENT HOLDINGS LLC Acres: 393.78

BEGINNING FROM THE NW CORNER OF SEC 20 T3S R5E SLM: S89-58-26E 5419.91; S0-49-30W 2621.22; S89-58- 28W 329.78;N1-52-43E 485.33; N84-7-24W 343.15; S13-6-57W 644.72; N88-55-23E 468.5; N1-53-11E 98.94; N89- 58-26E 329.84; S0-42-24W 2662.96; S89-29-11W 2710.95; N0-7-23W 3969.04; S90-0-0W 1519.42; S89-34-41E 11.13 N35-12-19W 583.28; N0-59-59W 148; N41-45-0W 585; S60-0-6W 71 N46-23-45W 458.17 TO THE BEGINNING. AREA: 393.78 ACRES +/-

00-0007-8548 OWC-0595-0-021-035
RE INVESTMENT HOLDINGS LLC Acres: 553.76

BEGINNING AT THE NORTHWEST CORNER OF SEC 21 T3S R5E SLM: N89-55-38E 4441.58; S7-14-4E 103.74; S47-0- 23E 714.95; S8-0-15E 729.71; S64-3-18E 170.26; S0-0-37E 3160.99; S89-27-18W 4190.34; S0-32-44E 697.33; S89- 48-43W 1119.93; N0-42-24E 2662.98; N0-49-30E 2621.21 TO THE BEGINNING. AREA: 553.76 ACRES +/-

00-0007-8555 OWC-0596-0-022-035
RE INVESTMENT HOLDINGS LLC Acres: 2.85

BEGINNING AT A POINT SOUTH 1386.87 FEET FROM THE NW CORNER OF SEC 22 T3S R5E SLM: S63-57-25E 448.55; S36-35-41W 673.33; N0-7-27W 737.53 TO THE BEGINNING. AREA: 2.85 ACRES +/-

00-0007-8571 OWC-0598-0-023-035
RE INVESTMENT HOLDINGS LLC Acres: 312.00

W1/2 OF SEC 23, T3S, R5E, SLM. AREA 320 ACRES. EXCEPT: 8 ACRES IN SW COR OF THE SEC. TOTAL AREA 312 ACRES

00-0007-8878 OWC-0616-0-028-035
RE INVESTMENT HOLDINGS LLC Acres: 34.06

BEGINNING AT THE NORTHWEST CORNER OF SEC 28 T3S R5E SLM: N89-53-29E 1188.48; S0-32-44E 1326.64; N89- 44-26W 1192; N0-23-46W 1318.93 TO THE BEGINNING. AREA: 34.06 ACRES +/-

00-0007-9017 OWC-0630-0-029-035
RE INVESTMENT HOLDINGS LLC Acres: 95.09

N1/2NE1/4 SEC 29, T3S, R5E, SLM. ALSO: BEG SE COR NE1/4NW1/4 SEC 29; E 20CH; S 0.66 CH; S49°20'W 16 CH; W 8 CH; N11.3 CH TO BEG. AREA: 96.00 ACRES (LESS OWC-0630-1, .10 ACRES) NET AREA: 95.9 ACRES +-

00-0013-4879 OWC-0464-3-005-035
RE INVESTMENT HOLDINGS LLC Acres: 2.50

BEG W 1212 FT FR SE COR SEC 5, T3S, R5E,SLM; N 538 FT; E 202 FT; S 538 FT; W 202FT TO BEG. AREA: 2.50 ACRES

00-0020-6355 OWC-0491-B-011-035
RE INVESTMENT HOLDINGS LLC Acres: 53.12

BEGINNING S.89°55'22"E.463.43FT & S.1649.97FT FROM NW CORNER SEC 11 T3S R5E SLM: S.89°55'22"E.802.37FT; S.45°0'0"E.161.56FT; S.55°28'57"E.218.94FT; N.60°0'0"E.171FT; S.79°04'55"E.97.68FT; S.60°0'0E.206.92FT; S.35°06'45"E.206.28FT; S.56°23'05"E.386.38FT; N.78°51'18"E.274.65FT; S.88°29'43"E.277.57FT; N.66°41'32"E.155.27FT; N.54°41'24"E.155.27FT; N.11°02'49"W.466.54FT; S.89°55'22"E.389.96FT; S.19°34'37"E.330.25FT; S.08°48'27"E.690.12FT; N.79°32'28"W.304.84FT; S.85°09'21"W.179.76FT; S.85°02'50"W.853.51FT; N.55°16'25"W.580.85FT; N.50°52'03"W.128.44FT; N.71°10'10"W.38.49FT; N.49°38'57"W.215.87FT; S.46°07'25"W.606.81FT; S.71°36'20"W.326.04FT; S.77°13'58"W.382.08FT; S.19°57'58"W.75.12FT; ALONG THE ARC OF A 775FT RADIUS CURVE TO THE RIGHT 16.19FT (CHORD BEARS N.19°57'58"E.); N.68°50'13"W.87.42FT; TO A POINT ON A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 325FT, ALONG THE ARC 103.35FT; W.47.71FT; N.07°50'27"W.336.74FT; W.210.46FT; N.0°05'02"W.367.6FT; S.82°54'51"E.54.86FT; N.66°53'46"E.556.65FT; N.39°42'47"W.163.14FT; N.11°19'05"E.35.86FT; N.40°03'22"W.13.72FT TO THE BEGINNING. AREA: 53.12 ACRES +-

00-0020-6356 OWC-0491-C-011-035
RE INVESTMENT HOLDINGS LLC Acres: 35.82

BEGINNING S.02°32'41"E.1649.99FT FROM NE CORNER SEC 11 T3S R5E SLM: S.02°32'24"E.1494.96FT; S.74°53'17"W.97.11FT; S.65°59'48"W.169.12FT; S.54°08'38"W.177.88FT; S.26°34'55"W.214.03FT; ALONG THE ARC OF A 775FT RADIUS CURVE TO THE RIGHT 100.39FT (CHORD BEARS N.66°36'42"W.); N.27°05'57"E.207.09FT; N.45°14'54"W.415.19FT; N.65°41'25"W.182.39FT; N.74°11'45"W.131.03FT; N.51°12'58"W.150.56FT; N.63°28'13"W.190.24FT; N.78°13'46"W.196.46FT; N.64°13'0"W.127.96FT; S.78°33'26"E.68FT; N.08°48'26"W.690.12FT; N.19°31'46"W.36.19FT; N.69°21'25"E.167.44FT; S.20°39'34"E.117.55FT; ALONG THE ARC OF A 300FT RADIUS CURVE TO THE LEFT 250.2FT (CHORD BEARS S.44°33'05"E.); S.21°33'23"W.242.4FT; S.82°02'05"E.270.06FT; N.07°10'11"W.246.15FT; ALONG THE ARC OF A 300FT RADIUS CURVE TO THE LEFT 141.44FT (CHORD BEARS N.69°19'28"E.); N.55°49'02"E.103.10FT;

ALONG THE ARC OF A 175FT RADIUS CURVE TO THE RIGHT 110.54FT (CHORD BEARS N.73°54'48"E.); S.87°59'27"E.77.25FT; S.0°42'27"E.239.69FT; S.79°44'04"E.241.91FT; S.64°08'49"E.207.91FT; N.39°49'20"E.99.6FT; N.04°03'42"W.220.13FT; N.20°19'19"W.244.88FT; N.89°59'56"W.178.03FT; ALONG THE ARC OF A 185FT RADIUS CURVE TO THE LEFT 190.03FT (CHORD BEARS N.78°58'13"W.); N.48°58'13"W.21.04FT; N.46°57'52"E.87FT; S.88°45'07"E.535.236FT TO THE BEGINNING. AREA: 35.82 ACRES +-

00-0020-6357 OWC-0493-1-012-035
RE INVESTMENT HOLDINGS LLC Acres: 16.30

BEGINNING NW CORNER SEC 12 T3S R5E SLM: S.19°08'51"E. 1297.33FT; S.0°03'12"E. 1421.69FT; N.89°14'02"W. 309.46FT; N.02°32'37"W. 2645.72FT TO THE BEGINNING. AREA: 16.30 ACRES+-

00-0020-6358 OWC-0494-1-012-035
RE INVESTMENT HOLDINGS LLC Acres: 3.36

BEGINNING N.2135.03FT FROM SW CORNER SEC 12 T3S R5E SLM: N.02°32'02"W.510.72FT; S.89°14'02"E.309.46FT;S.0°03'36"W.486.22FT; N.89°59'57"W.213.19FT; S.74°48'23"W.75.8FT TO THE BEGINNING. AREA: 3.36 ACRES

00-0020-8193 OWC-0468-3-005-035
RE INVESTMENT HOLDINGS LLC Acres: 51.61

BEGINNING AT THE NW CORNER OF SEC 5 T3S R5E SLM: N88-51-42E 5548.89; S0-4-16E 819.39; N74-59-55W 128.02; N81-16-35W 208.31; N75-21-42W 544.48; N89-10-16W 805.07; N31-24-17W 320.16; S58-35-20W 384.19; N82-47-13W 909; N7-14-7E 90; N82-45-56W 170; S7-14-8W 90; N82-45-5W 864.38; N83-30-13W 154.27; THENCE ALONG THE ACR OF A 2019.66 FOOT RADIUS CURVE TO THE LEFT 634.65 FEET (CHORD BEARS S86-2-2W); N86-59- 52W 160.98; N86-59-56W 267.59; S48-0-2W 228.24; S71- 59-30W 85; N0-0-19W 359.94 TO THE BEGINNING. AREA: 51.61 ACRES +/-

00-0020-8400 OWC-0468-4-005-035
RE INVESTMENT HOLDINGS LLC Acres: 558.57

BEGINNING AT A POINT SOUTH 522.25 FEET FROM THE NW CORNER OF SEC 5 T3S R5E SLM: N72-47-1E 360.13; N88-0-0E 261.35; N79-0-33E 142.14; THENCE ALONG THE ARC OF A 1909.66 FOOT RADIUS CURVE TO THE RIGHT 566 FEET (CHORD BEARS N87-58-31E); S83-31-17E 145.68; S82-44-59E 943.37; S82-45-3E 999.99; S18-0-7E 283.01; N63-59-59E 430.11; S82-44-58E 850.57; S65-16-42E 566.09; S81-0-22E 179; S70-45-53E 168.01; S0-1-53E 3781; S90-0-0W 404; S0-0-0W 538.97; S89-51-4W 404; N0-0-0E 538.97; S89-53-10W 807.97; S0-0-0W 538.97; N89-56- 18W 548.91; S89-59-27W 2153.46; N29-30-33W 862.24; N4-0-8W 950.02; N58-57-48W 867.03; N0-0-16W 2784.17 TO THE BEGINNING. AREA: 563.57 ACRES +/- LESS OWC-0467-0, TOTAL AREA: 558.57 ACRES

00-0020-8401 OWC-0486-2-008-035
RE INVESTMENT HOLDINGS LLC Acres: 375.51

BEGINNING AT THE NE CORNER OF SEC 8 T3S R5E SLM: S0-13-58W 2612.85; S0-1-17E 2676.57; S89-41-30W 731.8; N41-1-9W767.28; N75-27-32W 810.17; N69-1-23W 574.98; N28-5-47W 1398.42; N19-36-42W 3291.44; S89-37-1E 4329.52 TO THE BEGINNING. AREA: 375.51 ACRES +/-

00-0020-8402 OWC-0501-1-017-035
RE INVESTMENT HOLDINGS LLC Acres: 7.14

BEGINNING AT THE NE CORNER OF SEC 17 T3S R5E SLM: S0-28-26E 850.42; N41-6-53W 1123.52; N89-41-30E 731.77 TO THE BEGINNING. AREA: 7.14 ACRES +/-

00-0020-8403 OWC-0500-2-016-035
RE INVESTMENT HOLDINGS LLC Acres: 308.17

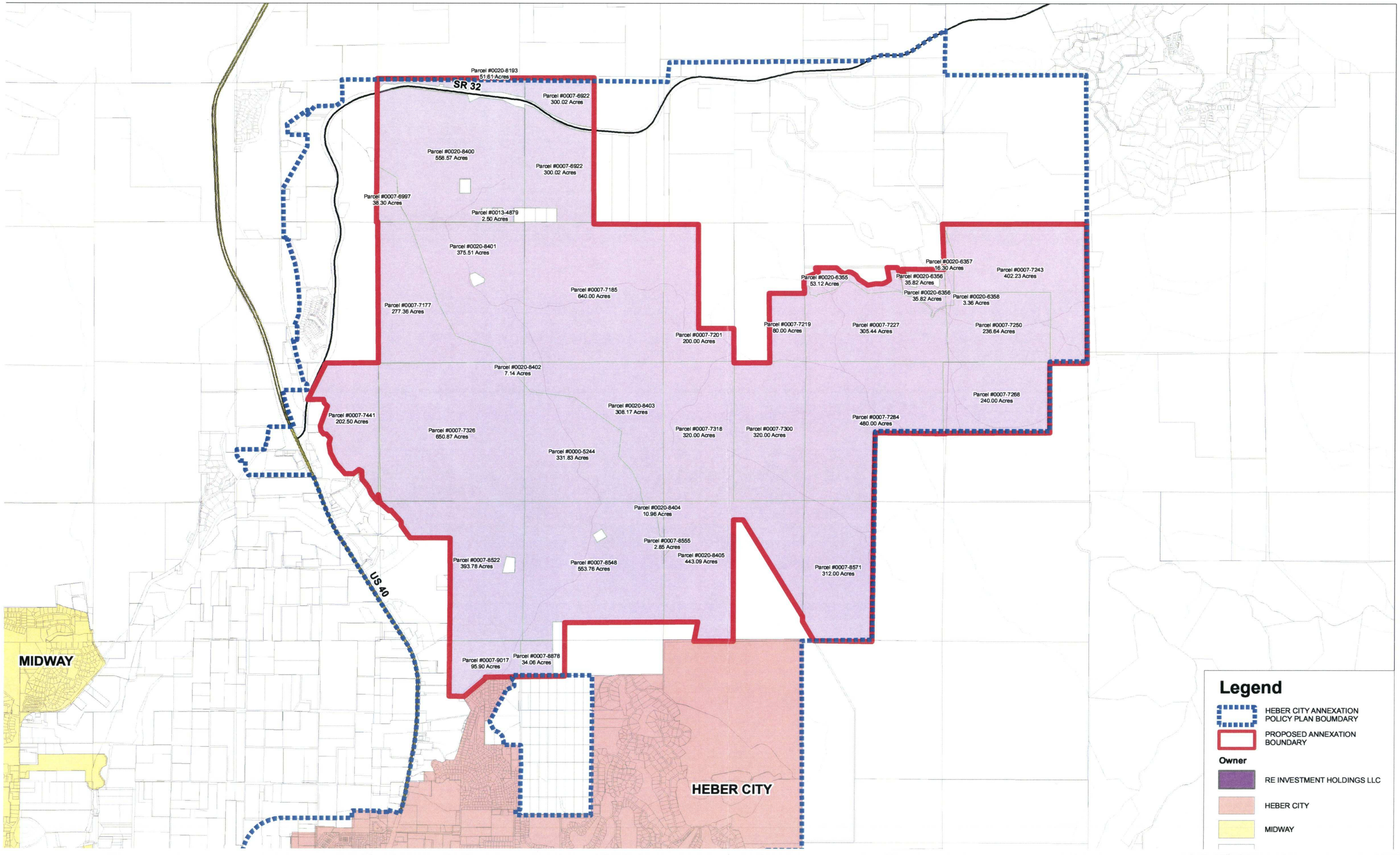
BEGINNING AT THE NE CORNER OF SEC 16 T3S R5E SLM: S0-23-29E 5318.35; N89-56-54W 779.94; N17-39-42W 267.5; N0-5-54E 210.27; N26-1-6W 799.53; N43-9-34W 715.13; N6-19-38E 970.48; N54-0-35W 2199.87; N82-30- 9W 1665.02; N40-38-44W 359.11; N0-28-25W 850.39; N89-50-16E 5229.09 TO THE BEGINNING. AREA: 308.17 ACRES +/-

00-0020-8404 OWC-0595-2-021-035
RE INVESTMENT HOLDINGS LLC Acres: 10.96

BEGINNING AT THE NE CORNER OF SEC 21 T3S R5E SLM: S0-26-43E 1386.86; N64-3-20W 170.26; N8-0-15W 729.71; N47-0-23W 714.95; N7-14-11W 103.74; S89-56-50E 779.93 TO THE BEGINNING. AREA: 10.96 ACRES +/-

00-0020-8405 OWC-0596-1-022-035
RE INVESTMENT HOLDINGS LLC Acres: 433.01

BEGINNING AT THE NORTHWEST CORNER OF SEC 22 T3S R5E SLM: N89-33-19E 2640.46; N89-33-18E 2640.4; S0- 26-34W 2662.93; S0-26-34W 1693.08; N31-26-12W 4307.65; S90-0-0W 359.97; S0-0-0W 4626.28; S90-0-0W 1480; N10-33-6E 735; S89-47- 56W 1275.66; N0-14-58W 1910.6; N0-42-41W 516.01; N36-35-42E 673.3; N63-57-14W 448.54; N0-7-28W 1383.62 TO THE BEGINNING. AREA: 433.01 ACRES +/-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Parcel #0007-8571
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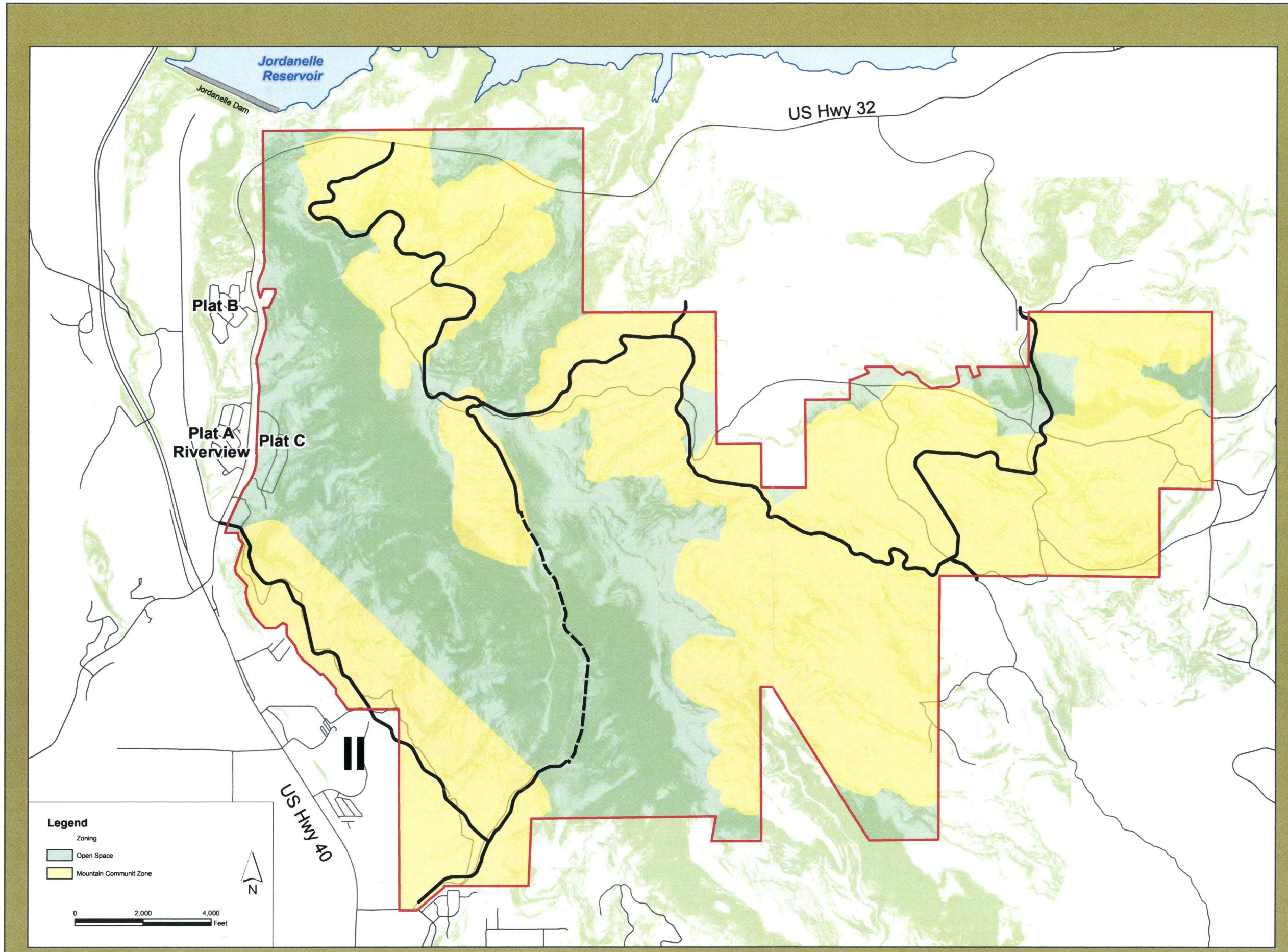
US 40
MIDWAY
Parcel #0007-9017
95.90 Acres
Parcel #0007-8878
34.06 Acres
HEBER CITY
Legend
HEBER CITY ANNEXATION POLICY PLAN BOUMDARY
PROPOSED ANNEXATION BOUNDARY
Owner
RE INVESTMENT HOLDINGS LLC
HEBER CITY
MIDWAY

Exhibit B

City Zoning Map

Ent 481606 Bk 1303 Pg 1688



RE INVESTMENT HOLDINGS JORDANELLE PROPERTY

ZONING MAP

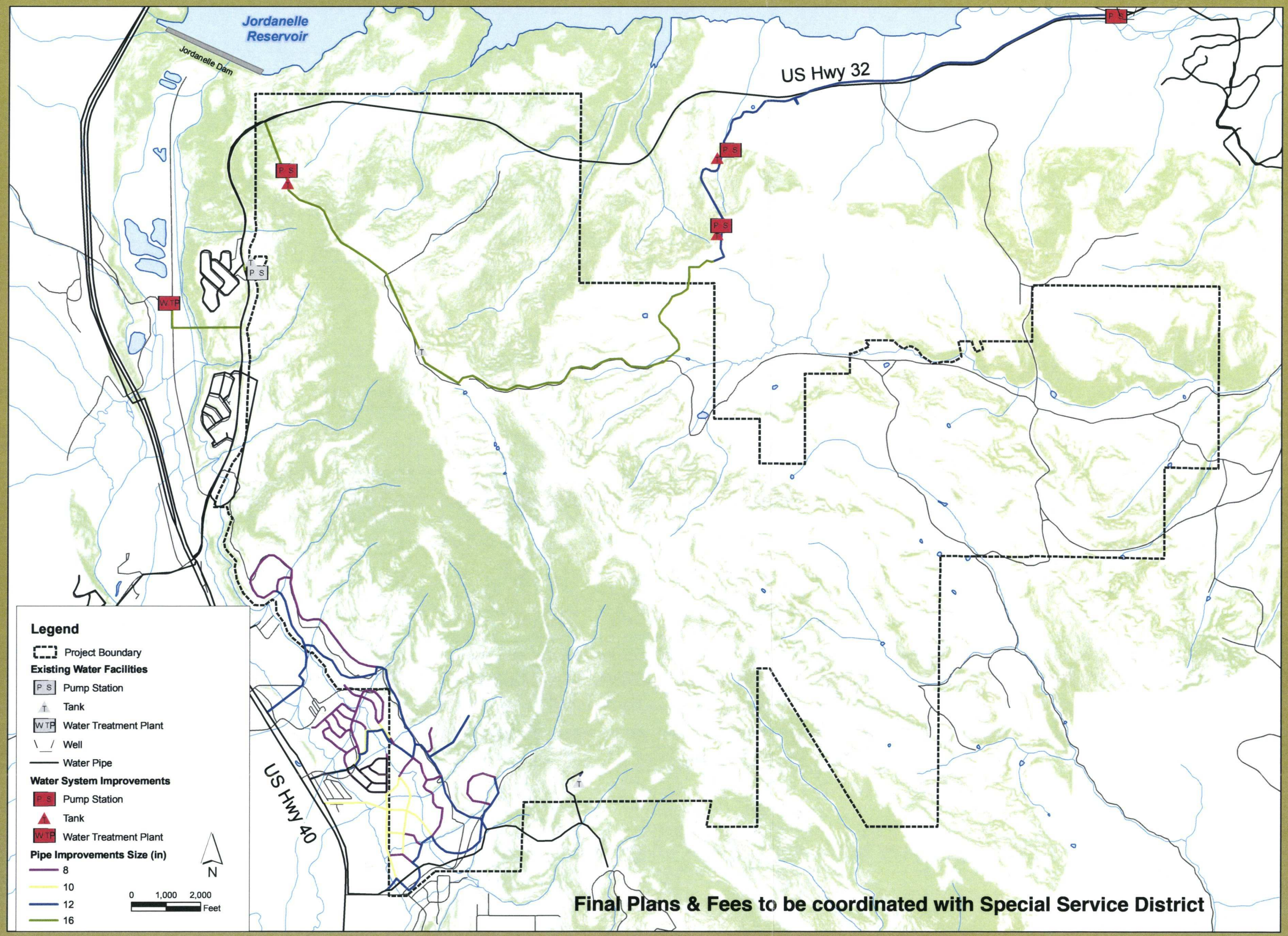
MOMENTUM

3

DRAFT 03-20-2020

Exhibit C-1

Infrastructure Plan



RE INVESTMENT HOLDINGS JORDANELLE PROPERTY

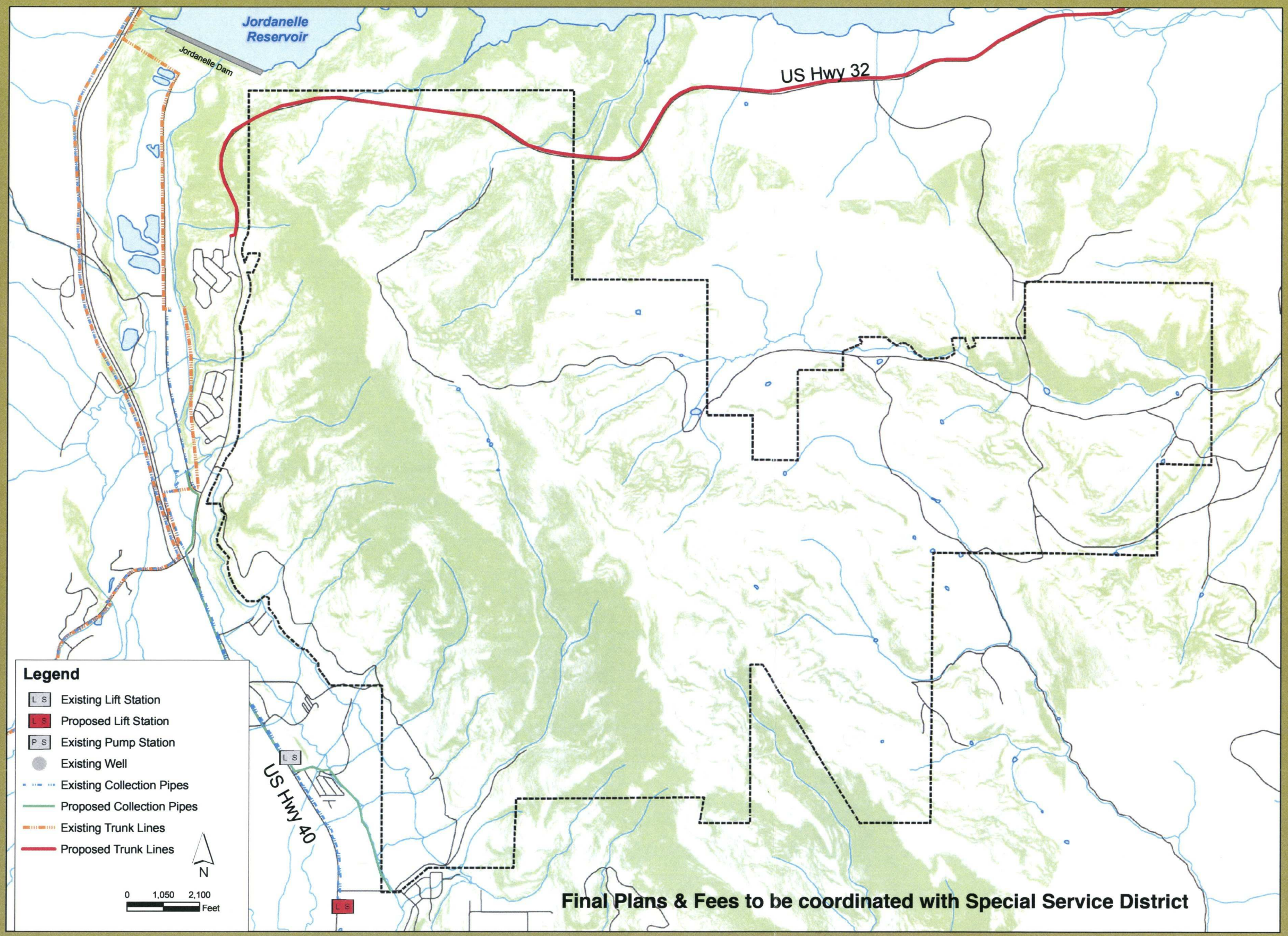
WATER MAP

MOMENTUM

12

DRAFT 03-20-2020

Ent 481606 Bk 1303 Pg 1691



RE INVESTMENT HOLDINGS JORDANELLE PROPERTY

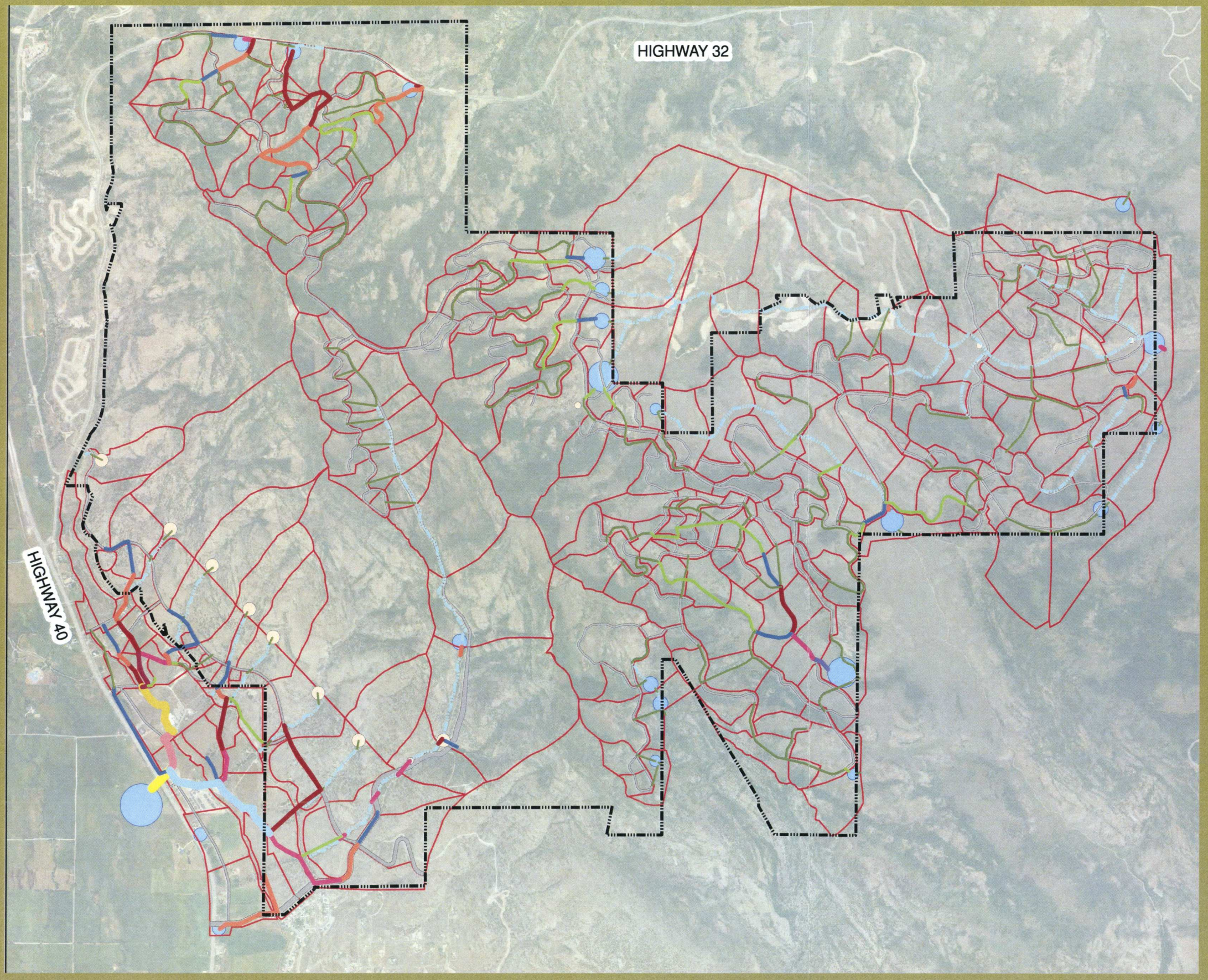
SEWER MAP

MOMENTUM

13

DRAFT 03-20-2020

Ent 481606 Bk 1303 Pg 1692



RE INVESTMENT HOLDINGS JORDANELLE PROPERTY

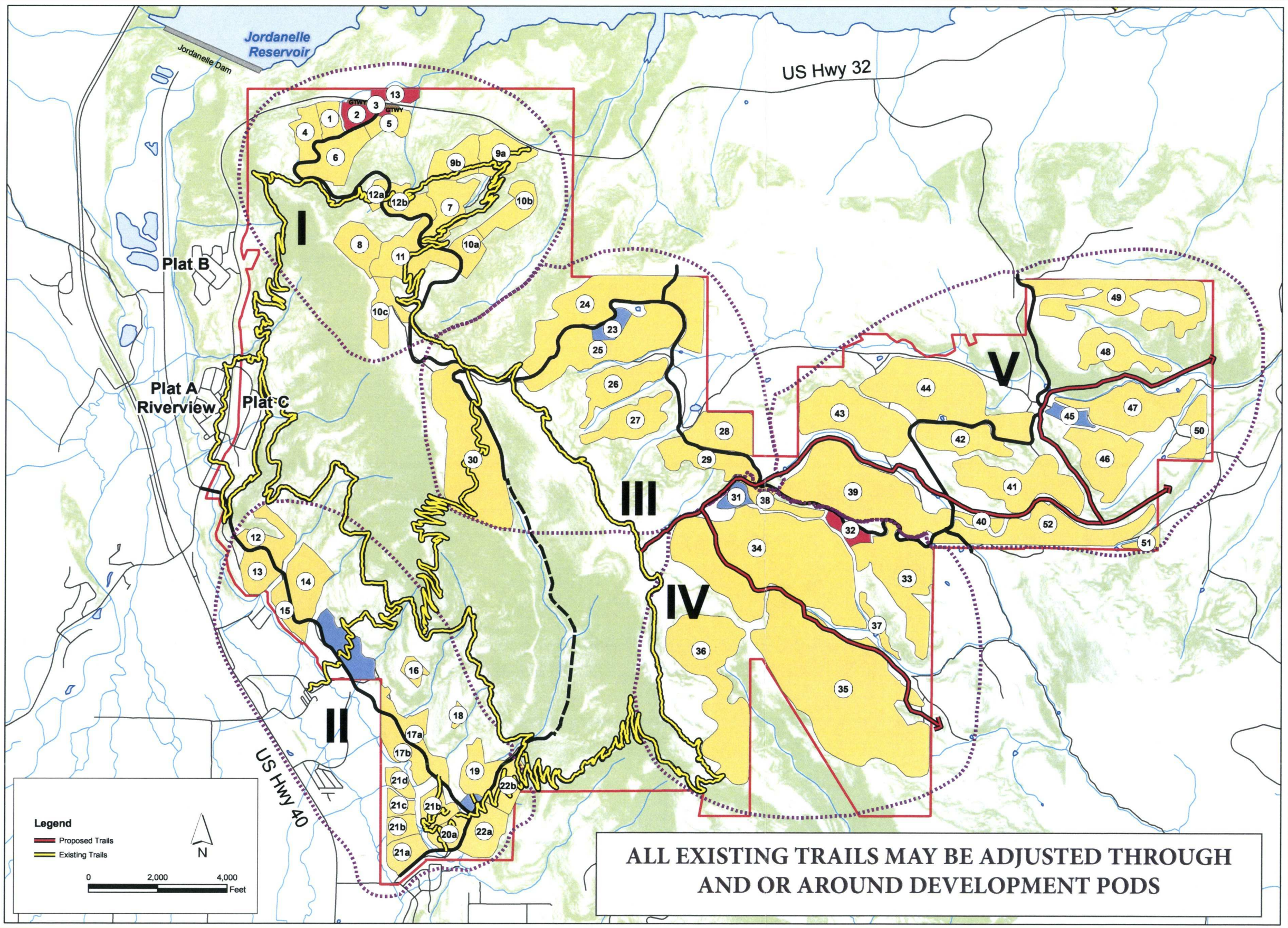
STORM DRAIN MASTER PLAN

MOMENTUM

11

DRAFT 03-20-2020

Ent 481606 Bk 1303 Pg 1693



ALL EXISTING TRAILS MAY BE ADJUSTED THROUGH AND OR AROUND DEVELOPMENT PODS

RE INVESTMENT HOLDINGS JORDANELLE PROPERTY

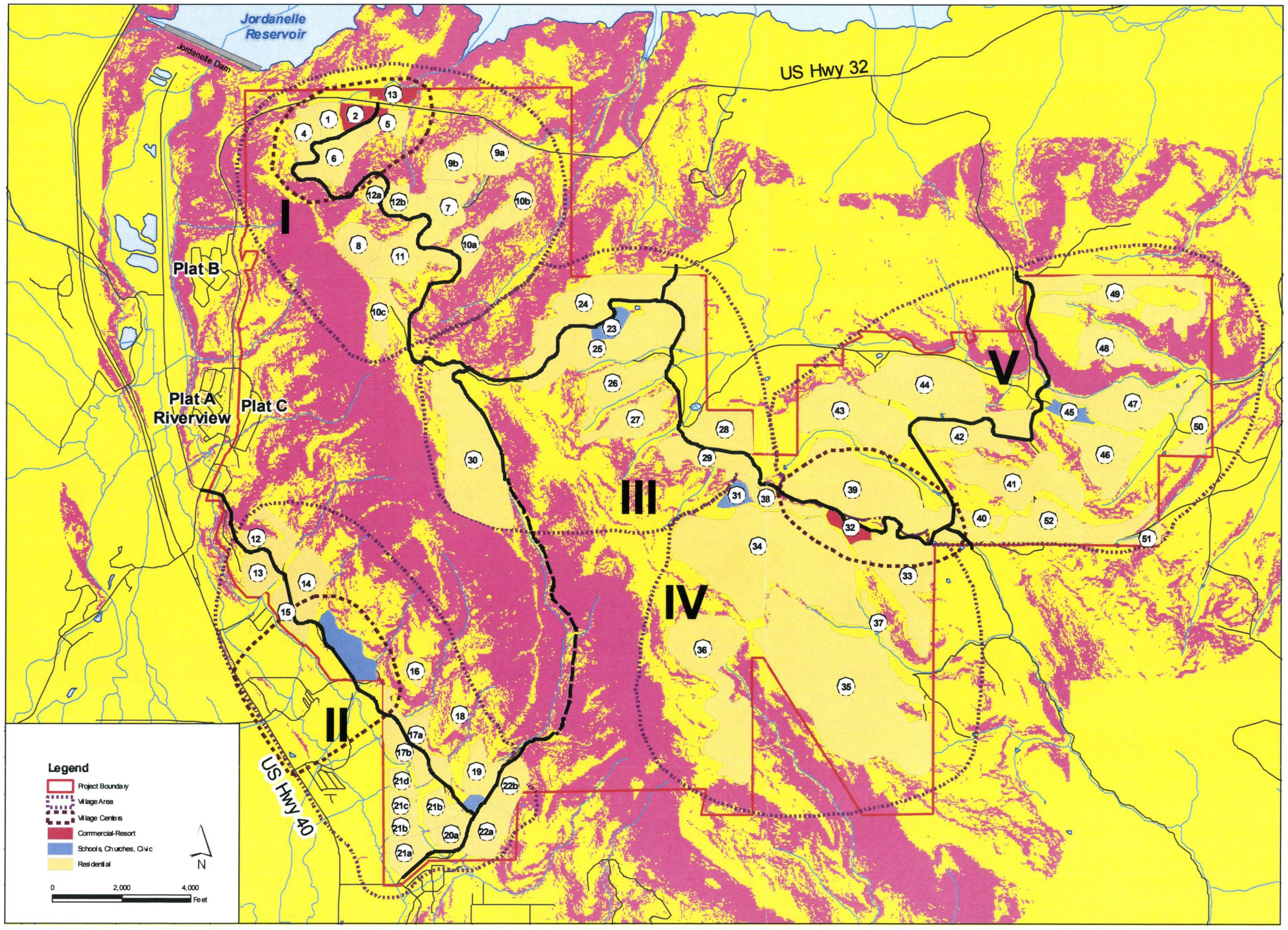
MASTER TRAILS PLAN

MOMENTUM

DRAFT 03-20-2020

Exhibit C-2

Master Plan



RE INVESTMENT HOLDINGS JORDANELLE PROPERTY

MASTER PLAN

MOMENTUM

1

05-05-2020

Pod #	Mountain Community Zone	Approximate Developed Acres	Area (SF)	Residential Units
VILLAGE I		**428.00**		
1	RESIDENTIAL	14	609840	200
2	Mixed-Use	7	304920	100
3	COMMERCIAL-RESORT	2	87120	
4	RESIDENTIAL	16	696960	150
5	RESIDENTIAL	17	740520	90
6	RESIDENTIAL	27	1176120	200
7	RESIDENTIAL	30	1306800	80
8	RESIDENTIAL	30	1306800	100
9a	RESIDENTIAL	35	1524600	55
9b	RESIDENTIAL	25	1089000	32
10a	RESIDENTIAL	20	871200	32
10b	RESIDENTIAL	20	871200	32
10c	RESIDENTIAL	20	871200	30
11	RESIDENTIAL	30	1306800	75
12a	RESIDENTIAL	8	348480	20
12b	RESIDENTIAL	40	1742400	104
11	COMMERCIAL-RESORT	87	3789720	
VILLAGE II		**468.00**		
12	RESIDENTIAL	29	1263240	42
13	RESIDENTIAL	25	1089000	85
14	RESIDENTIAL	44	1916640	35
15	RESIDENTIAL	15	653400	30
16	RESIDENTIAL	23	1001880	70
17a	RESIDENTIAL	23	1001880	175
17b	AFFORDABLE HOUSING	23	1001880	225
18	CIVIC	5	217800	
	CIVIC-Town Center	70	3049200	
19	RESIDENTIAL	28	1219680	56
20a	RESIDENTIAL	23	1001880	80
20a	RESIDENTIAL	27	1176120	140
21a	RESIDENTIAL	19	827640	90
21b	RESIDENTIAL	14	609840	30
21c	RESIDENTIAL	18	784080	130
21d	RESIDENTIAL	12	522720	120
22a	RESIDENTIAL	35	1524600	96
22b	RESIDENTIAL	35	1524600	20
VILLAGE III		**559.00**		
24	RESIDENTIAL	134	5853829	250
25	RESIDENTIAL	100	4375007	250
26	RESIDENTIAL	47	2061130	100
27	RESIDENTIAL	45	1940705	175
28	RESIDENTIAL	44	1933731	300
29	RESIDENTIAL	42	1816064	150
30	RESIDENTIAL	147	6397493	325
VILLAGE IV		**861.00**		
32	COMMERCIAL-RESORT	13	549290	
33	RESIDENTIAL	97	4215281	100
34	RESIDENTIAL	269	12581132	250
35	RESIDENTIAL	330	14368088	300
36	RESIDENTIAL	120	6108509	140
37	RESIDENTIAL	11	457599	20
38	RESIDENTIAL	21	909843	20
VILLAGE V		**842.00**		
39	RESIDENTIAL	95	6496643	100
40	RESIDENTIAL	9	383950	10
41	RESIDENTIAL	85	3705426	76
42	RESIDENTIAL	43	1861955	50
43	RESIDENTIAL	96	4165729	75
44	RESIDENTIAL	110	5887623	75
46	RESIDENTIAL	64	2788908	50
47	RESIDENTIAL	74	3225923	50
48	RESIDENTIAL	44	1924647	50
49	RESIDENTIAL	99	4321663	50
50	RESIDENTIAL	25	1085154	20
51	RESIDENTIAL	8	348288	10
52	RESIDENTIAL	90	3915570	50
TOTAL		**3158**		**5770**

Open Space **5130**

Pod #	Mountain Community Zone	Approximate Developed Acres	Area (SF)	Residential Units
VILLAGE I		**428.00**		
1	RESIDENTIAL	14	609840	200
2	Mixed-Use	7	304920	100
3	COMMERCIAL-RESORT	2	87120	
4	RESIDENTIAL	16	696960	150
5	RESIDENTIAL	17	740520	90
6	RESIDENTIAL	27	1176120	200
7	RESIDENTIAL	30	1306800	80
8	RESIDENTIAL	30	1306800	100
9a	RESIDENTIAL	35	1524600	55
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10a	RESIDENTIAL	20	871200	32
10b	RESIDENTIAL	20	871200	32
10c	RESIDENTIAL	20	871200	30
11	RESIDENTIAL	30	1306800	75
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VILLAGE II		**468.00**		
12	RESIDENTIAL	29	1263240	42
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15	RESIDENTIAL	15	653400	30
16	RESIDENTIAL	23	1001880	70
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VILLAGE IV		**861.00**		
32	COMMERCIAL-RESORT	13	549290	
33	RESIDENTIAL	97	4215281	100
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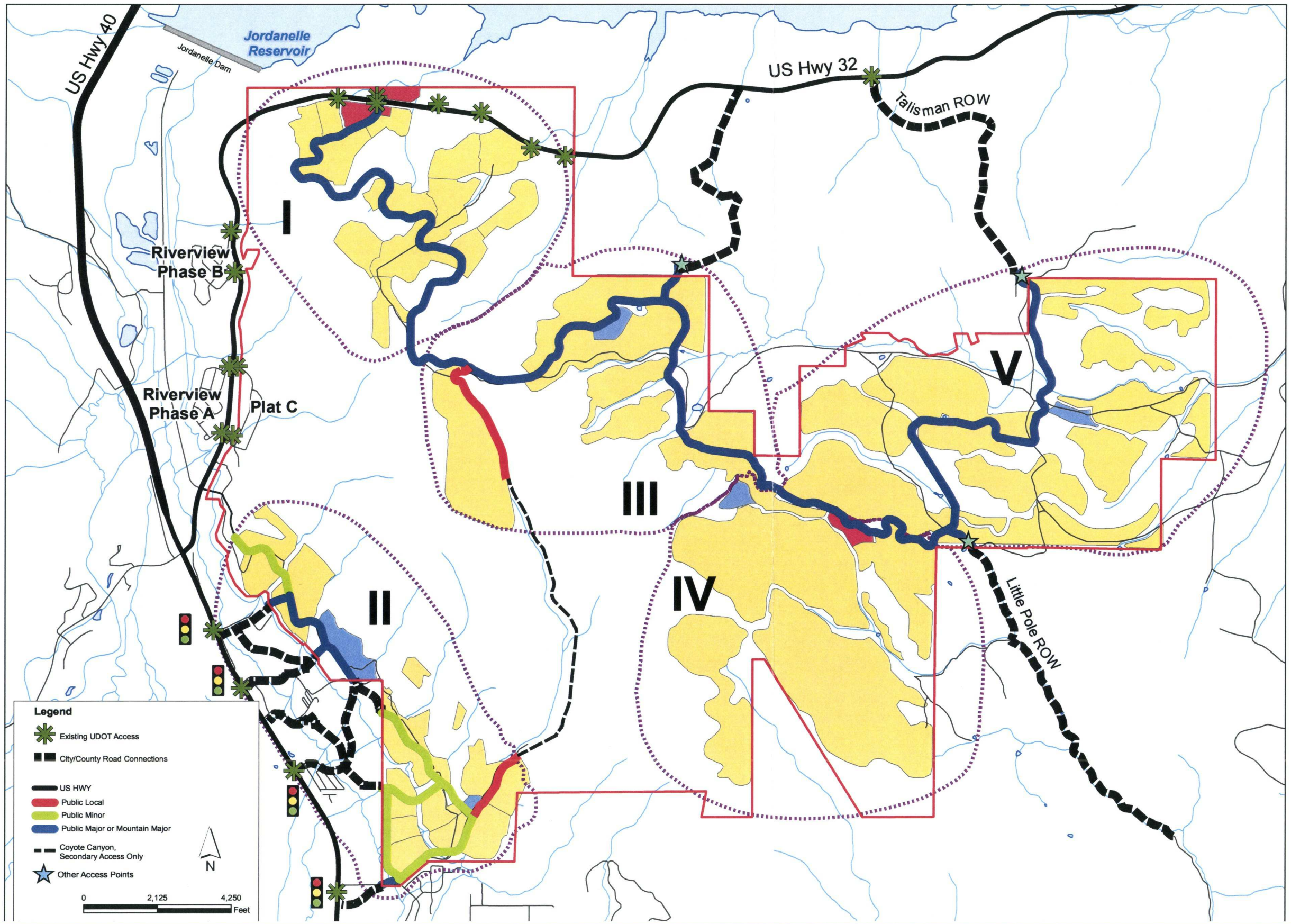
36	RESIDENTIAL	120	6108509	140
37	RESIDENTIAL	11	457599	20
38	RESIDENTIAL	21	909843	20
VILLAGE V		**842.00**		
39	RESIDENTIAL	95	6496643	100
40	RESIDENTIAL	9	383950	10
41	RESIDENTIAL	85	3705426	76
42	RESIDENTIAL	43	1861955	50
43	RESIDENTIAL	96	4165729	75
44	RESIDENTIAL	110	5887623	75
46	RESIDENTIAL	64	2788908	50
47	RESIDENTIAL	74	3225923	50
48	RESIDENTIAL	44	1924647	50
49	RESIDENTIAL	99	4321663	50
50	RESIDENTIAL	25	1085154	20
51	RESIDENTIAL	8	348288	10
52	RESIDENTIAL	90	3915570	50
TOTAL		**3158**		**5770**

Open Space **5130**

Exhibit D

Master Transportation Plan & Roadway Cross-Sections



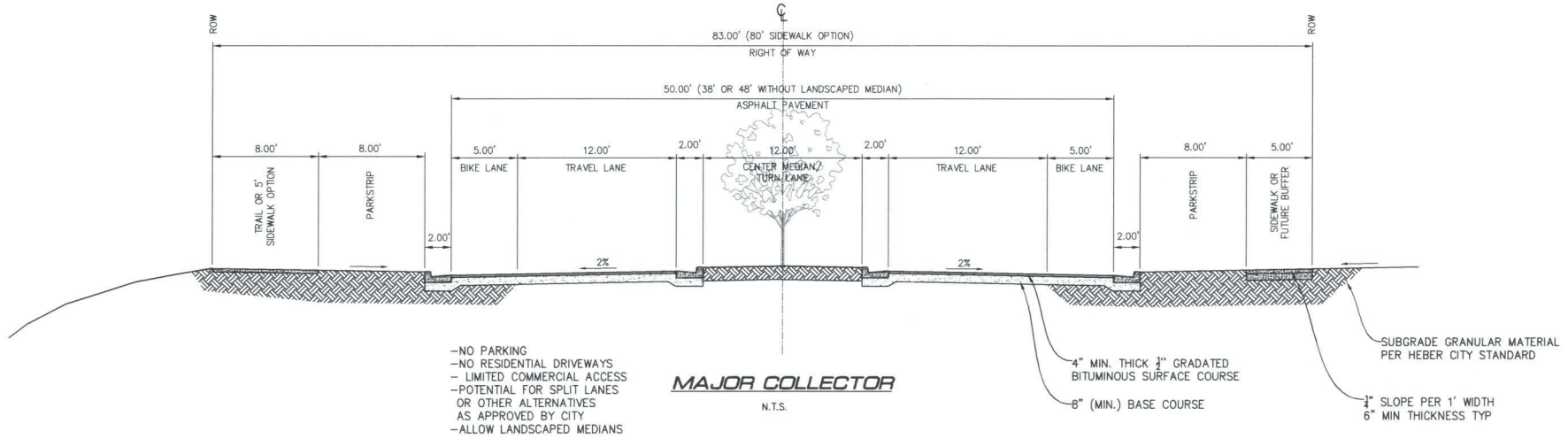
RE INVESTMENT HOLDINGS JORDANELLE PROPERTY

TRANSPORTATION PLAN

MOMENTUM

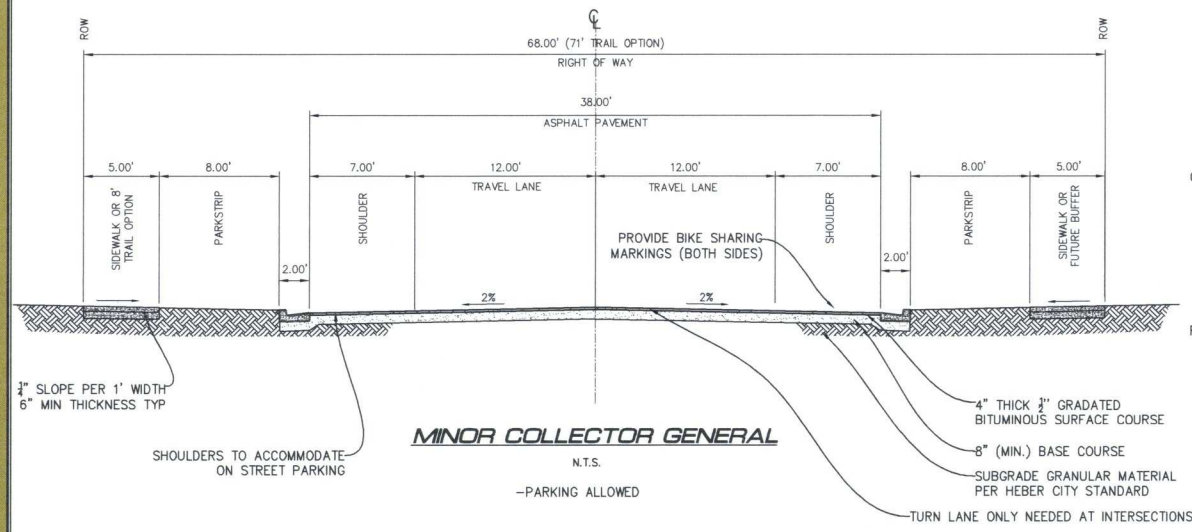
8

05-04-2020



MAJOR COLLECTOR

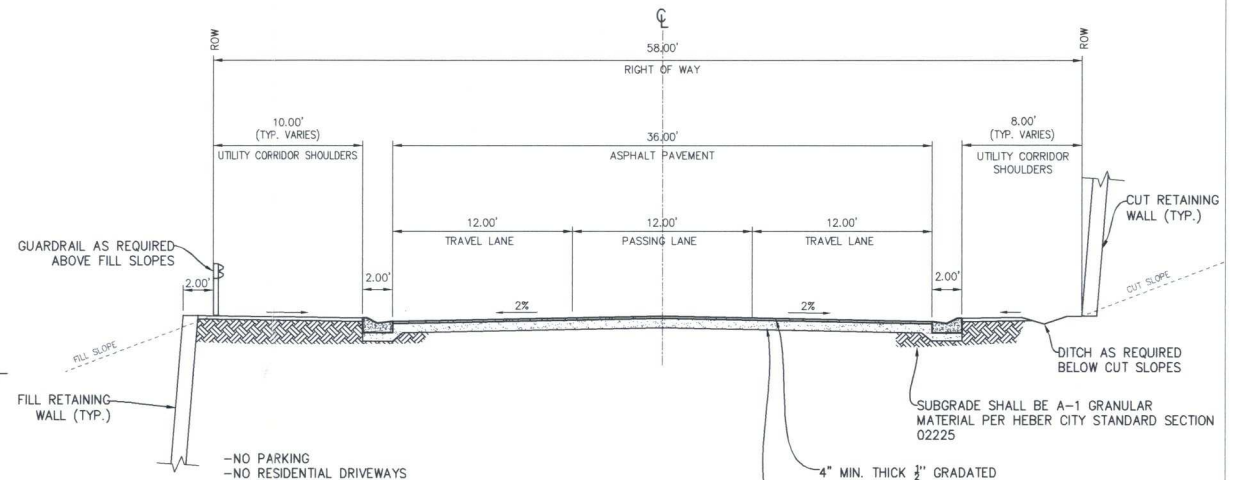
N.T.S.



MINOR COLLECTOR GENERAL

N.T.S.

-PARKING ALLOWED



NO ACCESS MOUNTAIN ZONE COLLECTOR

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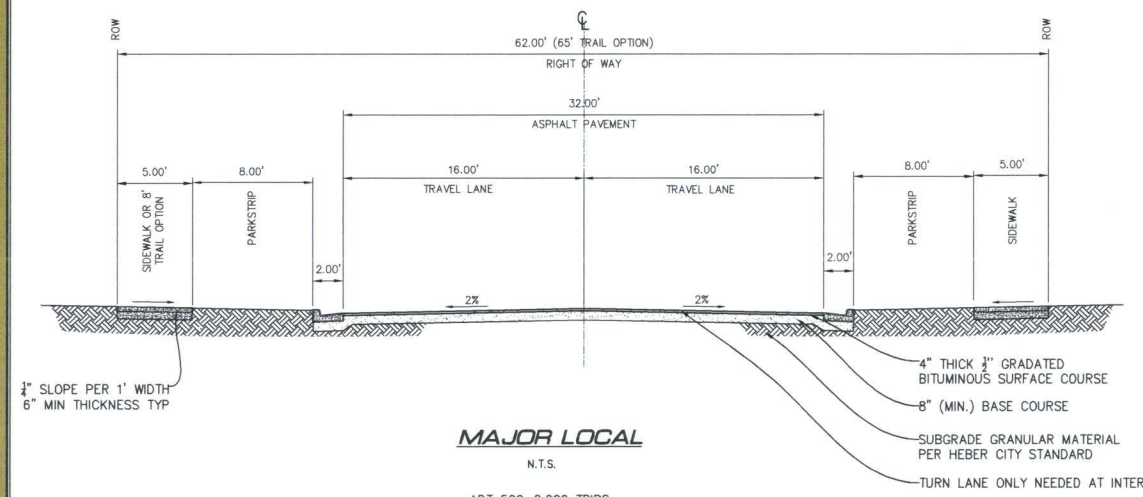
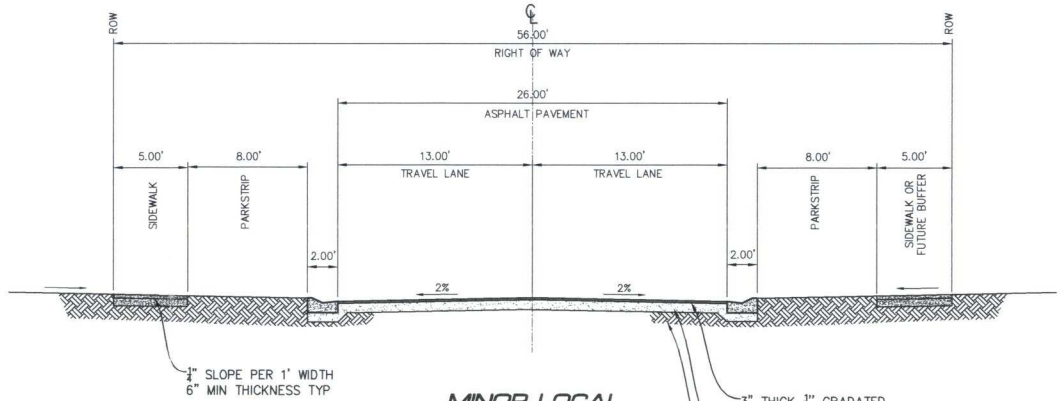


MAJOR LOCAL

N.T.S.

-ADT 500-2,000 TRIPS



MINOR LOCAL

N.T.S.

-NO STRIPING
-PARKING OK
-ADT <500 TRIPS
-LOW PROFILE CURB

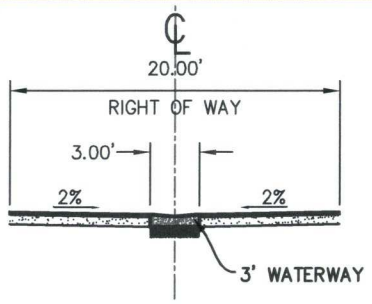
Note: Capital Facilities Plan does not include retaining walls

RE INVESTMENT HOLDINGS JORDANELLE PROPERTY

PUBLIC ROADWAY CROSS SECTIONS

MOMENTUM

05-04-2020



20' ALLEY
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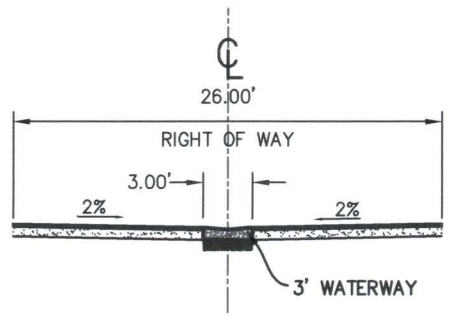

26' ALLEY
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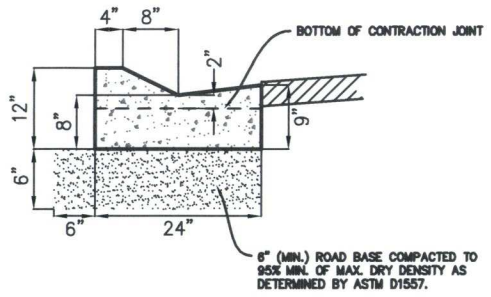

CURB AND GUTTER APWA
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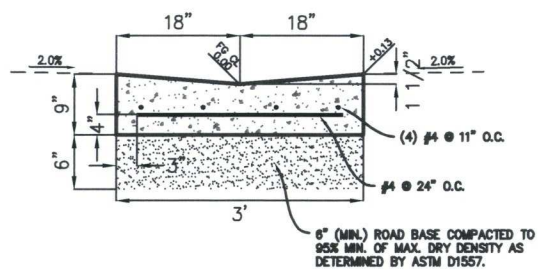
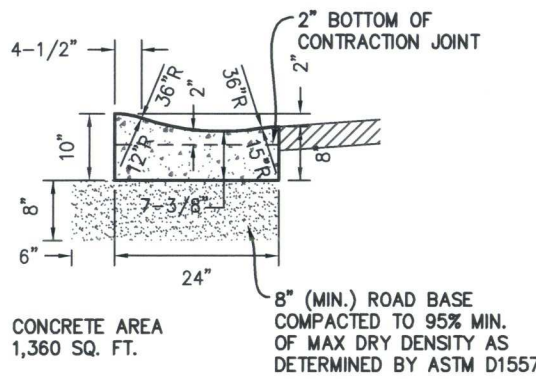
N.T.S.



3' CONCRETE WATERWAY
N.T.S.



CURB AND GUTTER APWA
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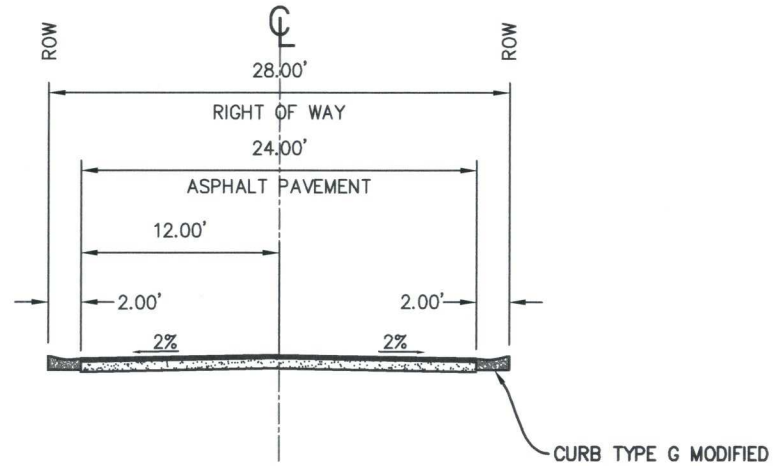
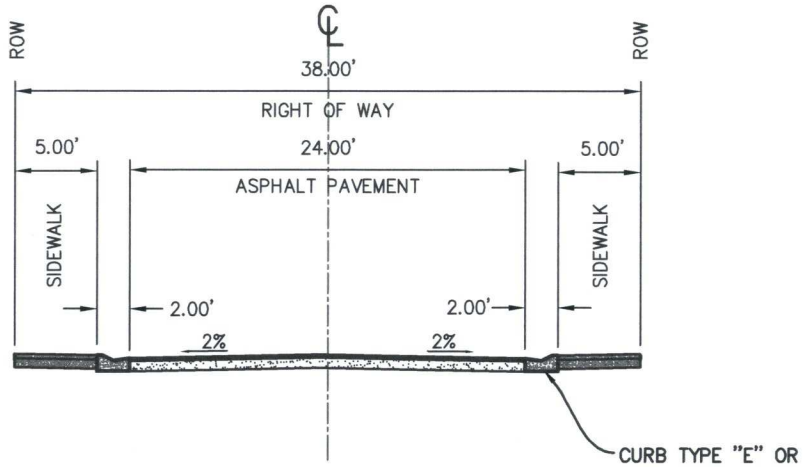
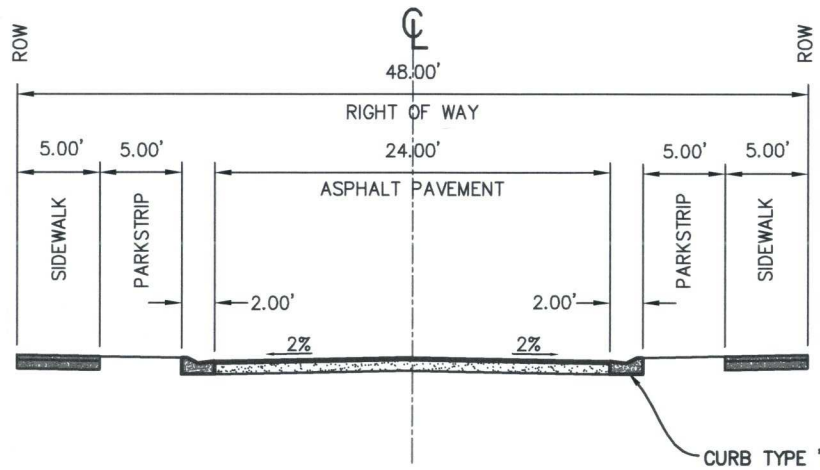
N.T.S.



28' ROW
N.T.S.



38' ROW
N.T.S.



48' ROW
N.T.S.

RE INVESTMENT HOLDINGS JORDANELLE PROPERTY

PRIVATE ROADWAY CROSS SECTIONS

MOMENTUM

05-19-2020

Exhibit E

City's Vested Laws

(Intentionally Left Blank)

Exhibit F

Design Guidelines

Ent 481606 Bk 1303 Pg 1704

REINVESTMENT HOLDINGS JORDANELLE PROPERTY

A Master-Planned Community

MDA-Exhibit "F"

RESIDENTIAL DESIGN GUIDELINES

RESIDENTIAL DEVELOPMENT

1.0 INTRODUCTION

The information in the Jordanelle Residential Design Guidelines is for Estate Lots, Traditional Lots, Patio Lots, and Multi-Unit Dwellings development governing the appearance and use restrictions within the Jordanelle Development. The intent of these guidelines is to preserve the integrity of the land use plan and its proposed configurations. It is possible that each neighborhood as it is developed may have additional design guidelines that are meant to clarify those outlined here.

Individual homes are anticipated to be accessed from public, private and local streets; however, a sub-local street standard or shared driveway may be used. These neighborhoods will be characterized by a variety of lot sizes and architectural types. Variations in setbacks, both in front and back and from side to side are encouraged. To the greatest extent possible, subdivision design shall be such that it takes advantage of the views.

Community open space will be provided in the form of passive open space, parks, public spaces and trails and paths to encourage connectivity to other developments and to the regional trails network. Entry features and other streetscape enhancements will provide open space character to the neighborhoods.

The quidelines and requirements within this document will help to ensure that the visual quality and desirability that form the basis for investing in the Jordanelle Development remains stable for both current and future residents. These guidelines, in addition to the following documents:

Jordanelle Master Development Agreement (JMDA)
Jordanelle Masterplan Plan (JMP)
Jordanelle Covenants, Conditions and Restrictions (CC&R's)

shall guide the decisions that are made by the Jordanelle Design Review Committee (JDRC) when reviewing applications for development or construction.

2.0 DESIGN GUIDELINES

2.1 Purpose and Intent •

This document is intended to be an appendix to the Jordanelle Master Development Agreement and to govern all residential development and construction within the Jordanelle Development.

2.2 Use of Design Guidelines •

The Master Developer or subsequent developer shall utilize these guidelines when designing neighborhood and reviewing applications for residential and/or sub-developer construction. These guidelines shall be made available to lot owners at the time of closing. They will also be posted to the Project Web site.

2.3 Compliance with Guidelines •

Residential construction shall conform to these guidelines. This includes new construction, modifications or additions to existing structures that may or may not require the issuance of a building permit. Landscaping, grading and site development work within the boundary of an individual lot is also covered by the requirements of this document. The guidelines shall equally be applied to both developer initiated construction as well as that of individual lot owners.

2.4 Modification of Guidelines •

These Guidelines may be modified upon approval of the JDRC in an effort to respond to future development or issues within the Development. Any Modifications or change shall follow the approval procedures as outlined in the Master Development Agreement. The modifications shall become effective upon approval of the JDRC.

3.0 Neighborhood Design

3.1 Streets •

Streets shall follow the Master Transportation Plan and Roadway Cross Sections Plan as identified in Exhibit "C" of the Master Development Agreement. All neighborhood streets should have a minimum asphalt width of 20' for private streets and 26' for public streets. In general, streets shall be designed to meet the level of travel, safety and service, while incorporating principles of traffic calming and pedestrian compatibility, i.e. tree-lined streets with pedestrian ways and linkages, decreasing the need for pavement width by spreading traffic through a grid or modified street hierarchy system. In general, all neighborhoods shall have two points of access as required by City's Vested Laws. This can be achieved by one or more of the following methods:

1. neighborhoods shall connect to a Residential Local or larger street, as shown on Exhibit D of the Master Development Agreement;
2. A grade-separated divided roadway with minimum lane widths of 20 feet; and
3. Uses of temporary emergency access roads.

The use of one or more cul-de-sac streets within a development in the Property will be allowed where:

Portions of the land otherwise meeting ordinary use requirements would not be reasonably accessible without a cul-de-sac due to topographical, hydrological or other unique limiting conditions; and The cul-de-sac utilizes either a circular turnaround or a hammerhead turn around facility that meets the requirements of the City's Vested Laws at intervals along the cul-de-sac not exceeding every 1320 feet to allow for snow and solid waste removal and emergency traffic.

Private areas and gated streets are allowed as long as adequate emergency vehicle access can be maintained. The overall design should promote lower design speeds.

3.3 Sidewalks and Pathways •

The Jordanelle Development will include a wide variety of common area walkways, paths, and trails. The type of construction, size, and location of these trails will be determined by developer and the location will be coordinated with City during the design of each phase of construction. The eventual use and development need will be evaluated when determining the level of facility that is to be built.

3.4 Crosswalks •

Use of crosswalks shall be incorporated within the project, at intersections, within parking lots, or other needed pedestrian connections. Crosswalks shall be so configured to be a design feature of the development, i.e. heavy painted lines, pavers, edges, and other methods of emphasizing pedestrian use. Bulb-outs and other pedestrian design may be used to shorten walking distances across open pavement. Medians may be used in appropriate areas to encourage walking and to act as a "refuge" for crossing pedestrians. In mountain areas with challenging slopes ADA ramps at the intersection may not meet ADA specifications in such areas, the developer shall get written documentation from their engineer indicating the reason why the ramps cannot comply with ADA standards.

3.5 Parcel Lot Size •

Parcels shall be of sufficient size to assure compliance with the approved plat, and the following standards:

	Residential Type Uses			Non-Residential and Mixed Residential-Commercial Uses	
	Patio Lots	**Traditional Lots**	**Estate Lots**	**Residential**	**Commercial**
Lot Area	5,000 to 7,999 sf	8,000 to 19,999 sf	20,000 sf +	N/A	None
Average Width	50 LF at front of building pad	65 LF at front of building pad	100 LF at front of building pad	40 LF per building at front of building pad	None
Minimum Unit Size (per dwelling unit): Single-Story Multi-Story	650 sf 1,450 sf	950 sf 1,600 sf	1,200 sf 1,800 sf	850 sf 1,200 sf	None
Parking Stalls	Minimum (2) parking stalls per dwelling unit Min (1) car garage attached or detached	Minimum (2) car attached garage required and (2) parking spaces on parking pad/driveway	Minimum (2) car attached garage required	2 parking stalls per dwelling unit; other uses	3 parking stalls per 1,000 square feet for commercial, office and restaurants. Shared Parking with City Approval

3.6 Open Space •

There are two primary types of Open Space within the development. Both Passive and Active Open Space shall follow the land use plan and satisfy the open space requirement.

Passive Open Space – These are areas of the project that are intended to stay undeveloped and retain their natural beauty and would retain a rural feel to the project. These areas may include hillsides, ridgelines, natural drainage corridors, and canyons. These areas might also provide a buffer to adjacent land owners or transition of one land use to another. These areas might include

developed trails, roadways to facilitate access, utility corridors, detention facilities, debris basins, swales, and public works facilities.

Active Open Space – These are the developed open space areas of the project. These areas would include community or neighborhood parks, pedestrian walkways, wide parkways, trails and trail heads, playgrounds, ball fields, golf courses, detention areas, tennis courts, swimming pools, pavilions, picnicking areas, camping areas, community / recreation centers, etc. These areas focus on a full range of active recreational facilities. The developer shall develop an active open space area within a quarter mile of each resident within the development. This will help promote a walkable neighborhood and a sense of place within the development.

Trails should be designed to follow the Overall Trail Master Plan (Exhibit "E" of the MDA), or to take people to destinations.

The developer shall dedicate the active and passive open space on a plat by plat or phase by phase basis as shown on the Open Space and Trails Plan. Open space may be dedicated to the city or other entity that is not contiguous to a plat. These open spaces are to be dedicated to the Owners Association, City, or other entity. These areas are to remain as intended when platted.

3.7 Area of Disturbance •

Non-disturbed areas will be identified on the Area of Disturbance Map, which will be provided with each plat submittal. 30% sloped areas may be within a lot. There may be instances where utilities, roadways and trails may need to cross an area of 30% slope. There may also be anomaly areas within a plan caused by erosion or other factors which may require some grading. These anomaly areas shall be defined on the grading plan. All plans should be designed to the natural slope where possible.

3.8 Storm Drainage •

All drainage facilities shall be designed for a minimum of a 25-yr 24-Hr storm event, a release rate of 0.1 cfs/ac and provide routing for the 100-year storm event. The drainage system should be designed to use the regional detention facilities as outlined on the City Storm Drain Master Plan. The use of neighborhood basins are allowed if the drainage cannot be reasonably taken to one of the regional facilities. Low impact detention techniques are encouraged. The use of temporary detention or retention facility may be approved in the event the offsite project facilities are not completed at the time of the project.

Each phase or pod, or any other improvement area, should be designed for integrated use of roads, trails, yards, open spaces, building spaces, or other improvements. Grading should also meet aesthetics, safety, and proper drainage. Grading plans may indicate cuts and fills as necessary to accomplish the above, and to provide buildable pads sufficient in number to meet project density objectives. Private lots cannot drain to other private lots unless the City approves appropriate lot to lot drainage with required easement.

Retaining is preferred over long shallow cut or fill slopes. Retaining walls should be integrated with landscaping features to provide screening. Walls may be terraced with landscaping on the flat areas.

4.0 SITE DEVELOPMENT STANDARDS

Proposed construction of improvements within lots and building sites for Residential homes shall be reviewed and approved according to compliance with the following standards.

4.1 Setbacks •

Residential building setbacks within Jordanelle shall vary according to lot size and land use. Setbacks are listed in the following chart. Additional setback modifications may be required along certain collector roadways as designated by the JDRC. Easements for utilities and drainage may exist along individual lot lines. These easements may be greater than the required setbacks that are listed below. All builders and homeowners shall be required to show any easement that affects the building lot on the documents that are submitted to the JDRC for review and approval. Front setback distances must be varied from existing homes on both sides in Low and Medium density areas.

	Residential Type Uses			Non-Residential and Mixed Residential-Commercial Uses	
	Patio Lots	**Traditional Lots**	**Estate Lots**	**Residential**	**Commercial**
Front Yard Min. Setback	20 feet from front ROW (May be smaller if using an alley.)	30 feet from front ROW (May be smaller if using an alley.)	30 feet from front ROW	10 feet from front ROW*	10 feet from front ROW

Residential Type Uses				Non-Residential and Mixed Residential-Commercial Uses	
	Patio Lots	**Traditional Lots**	**Estate Lots**	**Residential**	**Commercial**
Corner Yard Min. Setback	15 feet to ROW	15 feet to ROW	20 feet to ROW	15 feet to ROW	10 feet from side ROW
Side Yard Min. Setback	12 feet total with no less than 6 feet on one side	20 feet total with no less than 10 feet on one side	24 feet total with no less than 10 feet on one side	20 feet between buildings, 0 feet setbacks between units (units shall be attached).	None; each non-residential building shall be setback from a residential property line at least 1 foot for each vertical foot of building height
Rear Yard Min. Setback	15 feet	30 feet	50 feet	25 feet from building to property line and 5 feet minimum setback within building pad to each unit.	

4.2 Building Heights •

Main structure building heights for specific densities are as follows:

Residential Type Uses				Non-Residential and Mixed Residential-Commercial Uses	
	Patio Lots	**Traditional Lots**	**Estate Lots**	**Residential**	**Commercial**
Building Height	2- Story	2- Story	2-Story	3-Story Additional height may be granted within the Village Centers	3- Story *Hotels
Hotels					*No Specific Height Restriction on Hotels

Detached garages or accessory buildings in the rear of the lot may not exceed height of the main structure. Second level shall be allowed in detached garages only upon approval from the JDRC.

4.3 Garages and Accessory Buildings •
The following guidelines are for Estate Lots and Traditional Lots:

The use of recessed and side-turned garages is encouraged. Garages may be attached or detached from the primary residence. Front-loading garage doors must not protrude in front of the main building facade without specific approval of the JDRC.
Buildings with front-loading garages flush with front of main building facade must have a covered porch. Other front-loading garages will be evaluated on a case-by-case basis by the JDRC. The visual image of attached garages should be minimized in the streetscape, and the garage proportion should be proportionate to the homes living space. Garage frontage must not exceed 35% of the front façade area. This may be accomplished by the use of structural elements, variation within the building facade or decorative elements on the garage facade. Front porches and building entries may protrude in front of the garage as allowed by the lot setback. Detached garages or sheds must be similar in style and color to the primary residence. A detached garage must be placed within the side or rear yard area of the lot and must be clearly shown on the site plan that is submitted for review. Accessory Buildings shall be of a permanent nature and must be of similar construction, materials and color as the primary residence. All Accessory Buildings must meet required setbacks as specified in this document, and must be screened from public view.

4.4 Porches, Decks and Overhangs •
Covered porches, decks and overhangs are required to provide variety to the building facades of each residence while maintaining architectural integrity and unity within the structure. The appearance of 'add-on' elements should be avoided by integrating these elements into the design of the structure. They should generally be designed to be open and inviting. They should not be long, narrow corridors leading to the front door.

4.5 Mailboxes •
All residential units are to receive mail at designated cluster box locations. Cluster Box locations shall be identified on the Final Improvement Plans.

5.0 ARCHITECTURAL STANDARDS

The development of the Jordanelle Property will occur over many years. It is clear that Architectural styles will change with time. A community or neighborhood is physically unified by common design features – which are comprised of a coherent variety of building mass and style, suitable variety of roof types, façade treatment, scale and style of elements, consistency of materials, convincing execution of important details, pleasing array of colors – and the relationship of these features to the public spaces and streets. The buildings in neighborhood, as a combined group, shall contribute to the overall architectural theme and establish an authentic sense of the place. The Architectural Standards within the North Village will follow the North Village Code as adopted by the City.

The architectural patterns within the Jordanelle Development will encompass a wide variety types. Different combinations of material including: stucco, cement fiber siding, masonry, brick, wood, timber, glass and stone are encouraged to be used to complement each and work together to produce a harmonious style. The JDRC shall have broad discretionary powers in the review and approval of architecture.

5.1 Style and Character •

The general style and character of each residence shall be appropriate to the size of the lot, the location within the Development and topography. Homes on sloping lots that result in large retaining walls due to the poor integration of the home and topography may be denied by the JDRC. Large areas of exposed foundation are prohibited. The incorporation of dormers, porches, wide roof overhangs, iron elements, shutters, accent shingles, and windows are strongly encouraged. These patterns are to be used as a guideline in designing homes for Jordanelle. The JDRC may approve additional building styles based on location and merit.

5.2 Roofs •

The design of the roof should appear as an integrated architectural element. Generally, continuous long roof lines are discouraged. A 30 year architectural grade roofing material is the minimum required for roofs in the Jordanelle Development. Other shingle materials that meet or exceed the minimum requirement may be approved by the JDRC.

A minimum fascia height of 6" shall be required for all homes. These elements shall be finished to match the finish and color or the trim of accent color of the home. Exposed rafters and open soffits shall only be allowed by the JDRC

when they relate to the style of the architecture. In such cases, the soffit and rafters must be painted or stained to match the building. Soffit and fascia finish materials must be approved by the JDRC.

5.3 Porches and Decks •

The use of covered porches and decks to extend the living area outdoors is required. Porches and Decks may extend into the front setback area as allowed in Section 5.1- "Setbacks". The use of railings on porches is encouraged.

Rear decks shall be integrated into the design of the structure. The appearance of a deck supported by 'spindly legs' should be avoided with minimum size support posts of 6"x 6". The JDRC may require the use of structural elements beyond that required by building code to achieve visual balance between the deck and the support structure. The deck must meet the required rear and side yard setbacks as allowed in Section 5.1- "Setbacks".

5.4 Retaining•

The use of retaining walls is allowed as long as the wall follows general architectural and engineering standards. Retaining walls should be shown on the site plan as well as a note to identify the type of material(s) to be used for the wall. Walls on individual lots must be located entirely within the boundary of the lot, unless appropriate easements are acquired and recorded. The developer may also use retaining walls to enhance landscaping, provide safe transitions from Open Spaces to Developed Spaces and provide good land planning and drainage throughout the development.

5.5 Contemporary and Technological Conveniences •

New products and technological conveniences such as satellite dishes may be evaluated and regulated as to location and use by the JDRC. Satellite dishes larger than 24 inches in diameter, and radio and TV antennas taller than 8 feet shall not be permitted except by special permission from the JDRC and the City. Location, visibility from adjacent properties, color and screening will be considered in granting permission for such devices. Approval of such devices shall be considered a 'Conditional Use'. As such, the permit may be withdrawn by the JDRC and the City upon violation of any conditions that were imposed at the time of the approval. In such cases, the device must be removed within 30 days of cancellation of the permit.

5.6 Fencing•

All proposed fencing must be submitted for approval to the Jordanelle Design Review Committee (JDRC) prior to construction or installation. All requests

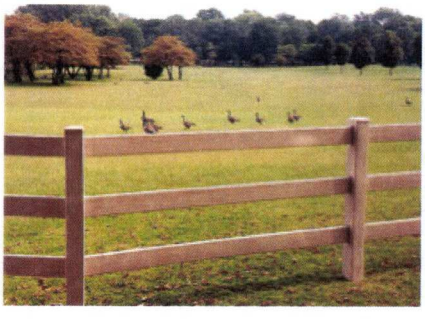
submitted to the JDRC for approval will be reviewed within 30 days from the date received at the development office.

Property owners should only install fencing on their property. If property lines are not clearly marked, the property owner shall have a surveyor determine and mark the property lines.

Height. Fencing shall not exceed 75" (6'-3") in height along-side and rear property lines, and not exceed 48" (4') along front property lines and along-side property lines from front home wall to front lot line. All heights measured from final grade. Where fencing occurs along a property line separating two lots and there is a difference in grade on the properties, the fence may be allowed to the maximum height permitted on either side of the property line.

Allowed Fencing. All fencing materials must be transparent in nature. See examples below. Chain link fencing is prohibited. Note: These adopted guidelines void any previous standard or guidelines.

Rail Fencing

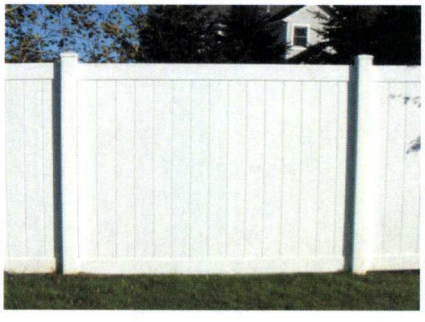

Welded Wire Fencing



Rod Iron Fencing or Similar



Prohibited Fencing. Solid or obscuring materials are not permitted. See examples below. Chain link fencing is prohibited.
Prohibited Materials



5.8 Accessory Commercial Uses •
Home offices are permitted in the Jordanelle Development provided they meet all requirements as specified in the Heber City Code and a commercial business license has been issued by the city. The JDRC must be notified by the applicant of the request for a business license located within the subdivision. Additional restrictions may be requested by the JDRC at the time the license is issued. The use of business signage is prohibited.

6.0 LANDSCAPE STANDARDS

The landscape standards shall be outlined for each phase of development depending on the type of development. The natural landscape of the Jordanelle Project is high mountain desert. This overriding character should be preserved within the development. In order to minimize the use of water and to integrate the development within the natural landscape the use of lawns are discouraged. Residential Units shall have no more than 1000 SF of sod total. Each subdivision shall comply with the following minimum standards but additional standards may be required. The Builder/Applicant for JDRC approval shall be required to implement these standards as well a landscaping deposit. Failure by the

builder/applicant to complete the required landscaping as outlined in section 7.0 will result in loss of the associated escrowed deposit. The escrow requirement may be changed or waived by Jordanelle at its sole discretion. The JDRC shall have broad discretionary powers in the review and approval of landscaping.

6.1 Landscape Planting •
Each lot or residential parcel shall meet or exceed the following landscape standards:

Front Yard Landscaping - The front yard area (including park strips) of each lot or parcel must be landscaped by the builder/applicant prior to issuance of the 'Certificate of Occupancy'. When 'C of O' occurs during fall or winter months (defined as November 1 to April 30), the builder/applicant shall be required to install front yard landscaping by June 30th of the following year. It is the builder/applicant's responsibility to ensure that front yard landscaping is installed within the timeframes listed above. After installation of front yard landscaping is complete, 50% of the escrowed amount may be released upon written request by the builder/applicant.

The minimum requirements for front yard landscaping (based on square footage of front yard area) is as follows:

A. 2 trees (2" caliper min. measured 3' from ground level) located along a public road right-of-way.
B. 6 shrubs (5 gallon) per 600 sf
C. 2 evergreen shrub (5 gallon) per 600 sf
D. Native Seed Mix or Sod
E. Under ground Irrigation System

Park Strip Landscaping – Any street with park strip areas adjacent to the front, rear and side yard areas of each lot are to be landscaped by the builder/applicant and maintained by the homeowner or homeowner association as designated by each neighborhood's CCRs. No materials other than the approved trees or native seed mix may be installed in park strip areas. Street trees shall be located within the park strip between the sidewalk and curb. Clear zones for visibility and safety must be considered when locating street trees on corner lots. The side park strips on corner lots must follow the rule of 1 tree every 30'. All street tree species shall be in conformance with the approved City tree list. Any tree that is placed in the park strip that is contrary to the approved tree list may be removed and replaced with an appropriate tree by the JDRC at the lot builder/applicant's expense.

Rear Yard Landscaping - The rear yard area of each lot or parcel must be landscaped by the builder/applicant within 90 days of the issuance of the 'Certificate of Occupancy'. When 'C of O' occurs during fall or winter months (defined as November 1 to April 30), the builder/applicant shall be required to install rear yard landscaping by June 30th of the following spring. After installation of the rear yard landscaping is complete, the remaining 50% of the escrowed amount may be released upon written request by the builder/applicant.

The minimum requirements for rear yard landscaping are as follows:

A. 3 Trees (2" cal. min.measured 3' from ground level)

The balance of the rear yard shall be landscaped with native seed mix, sod (not to exceed 1000 SF total requirement), ground cover, planting beds, or a vegetable garden.

Side Yard Landscaping - The side yard area (including park strips) of each lot or parcel must be landscaped by the builder/applicant prior to the issuance of the 'Certificate of Occupancy'. The minimum requirements for side yard landscaping shall be the installation of native grass mix, ground cover or planting beds. On corner lots, the side yard facing the street shall be treated as a front yard and landscaped accordingly by the builder/applicant.

All landscaping is required to be installed with an automatic irrigation system. Irrigation systems must be designed to minimize impact to site yet provide enough moisture to ensure healthy plantings. The use of a water conserving drip irrigation system is encouraged.

Landscaping in the Patio Lots and Multifamily areas shall conform to the above listed standards where applicable but should also provide a landscape plan as part of the site plan submittal to the City. The Landscaping in these areas should be designed to help soften the density and generally should be maintained under a Home Owners Association.

6.2 Erosion Control Planting or Measures •

All graded areas of any lot may be required to install temporary erosion control plantings or similar erosion control measures in advance of the final landscape installation. All final landscape plans must address erosion control issues for the home, the lot and any drainage easements that may exist along the lot

boundaries. Homeowners may not alter or remove any existing permanent erosion control, drainage system improvements, or any other permanent infrastructure without prior approval from the JDRC. Erosion control plans shall be submitted to the JDRC for review and approval.

All erosion control plans must follow current SWPPP standards.

6.3 Plantings Adjacent to Development Open Space •
Private residential plantings along Development open spaces should be planned to provide for screening and privacy where desired by the homeowner. A hard, mowable edge or a planting bed with a spun fabric weed barrier is recommended along the boundary. As maintenance within the common areas may vary and planting may be limited to native vegetation this will help to minimize weed intrusion into the residential landscape. Placement of private landscaping within the common area is not permitted. Any such plantings may be removed by future development without notice or compensation to the homeowner. Maintenance to control weeds and fire hazards within the common areas by the owner of an adjacent property may be permitted upon approval of the JDRC.

6.4 Recommended Plant Materials •
Plantings within the Jordanelle Development common areas and rights-of-way park strips shall be selected from the approved list in Exhibit "A" 'Recommended Plant Materials'. Lot owners should use this list as a guide for individual landscape planting plans within the development. Plants listed as 'Prohibited' are not allowed within the Jordanelle development.

6.6 Maintenance •
Each owner, at the Owner's sole cost shall be responsible for the maintenance and repair of all landscaping on the Owner's lot or parcel. This includes the area between the street curb and park strip behind the curb. All landscaping shall be maintained in good condition including but not limited to irrigation, mowing, fertilization, pruning, pest and disease control, trash removal, fencing, or any other improvement within the landscaped area. Dead, damaged or dying plant materials and damaged or deteriorating structural elements shall be removed or replaced as soon as possible when an unsightly or potentially hazardous condition becomes apparent. It is possible that the maintenance may be the responsibility of the homeowners association and this will be identified in each neighborhoods CCRs.

6.7 Weed Control •

Each owner shall be responsible to control weed growth on their lot or parcel. Weeds may not be permitted to exceed 6" in height with the exception of common area parcels that are planted in native vegetation. Any vegetative growth that is deemed to be a fire hazard by the municipal authorities shall be removed within 5 business days at the owner's expense. This requirement shall apply to both developed and undeveloped properties.

7.0 LIGHTING AND MISCELLANEOUS SITE FEATURES

The intent of this section is to provide security and safety for sidewalks, pathways, and streets while preserving the night-time sky. The lighting standards will be updated to comply with the Cities new Dark Sky standards in 2020-2021.

7.1 Site Lighting •

The provision of adequate lighting while maintaining the rural nature of the surrounding areas is an important design goal for the Jordanelle Development. Street lights will be installed along public roads. Local roads will be lit per the City street lighting standards and are required to use Dark Sky compliant fixtures.

Pathway Lighting – Pathways within the core areas of the commercial and multifamily development may be illuminated subject to safety needs. These light fixtures shall be of a bollard type of light or a low height pole lamp directed downward. Illumination levels shall be chosen based on the intended use of the pathway, location within the Development, safety criteria and City approval.

House Lighting - All exterior light fixtures on residences must be dark sky compliant subject to safety needs. Security lighting installed on a residence shall be concealed from the street view by locating it under eaves or in niches built into the architecture and painted to match the structure.. The use of any light source with a color other than white or pale yellow shall be prohibited except for holiday lighting.

Landscape Lighting - Landscape lighting is permitted within each lot as long as it meets the intent of the 'House Lighting' section outlined above. All landscape lighting shall be low voltage and of commercial quality. Landscape lighting shall be used for accent lighting and not for general illumination of the residential lot.

Holiday Lighting and Decorations - Holiday lighting and decorations shall not become a nuisance to neighbors. Holiday lighting and decorations may be displayed for a period of (45) days prior to and (30) days after the holiday it is intended for.

7.2 Fixtures and Appurtenances •

All fixtures and appurtenances such as lighting, benches, bike racks, mailboxes and street signs in private areas shall be selected by the JDRC. The use of any fixture within the public areas of Jordanelle must be reviewed and approved by the JDRC and Heber City.

8.0 SIGNAGE

Signage continuity is important to the long-term values within Jordanelle. The formulation of a Development identity will be governed by the JDRC. All builders shall be required to submit sign programs and designs to the JDRC for approval prior to installation of any sign within the Jordanelle Development.

8.1 Temporary Signage •

Real estate, construction and similar temporary signage shall be governed by the JDRC. Signs must be maintained in a clean and safe manner. Any damaged sign must be repaired or removed immediately.

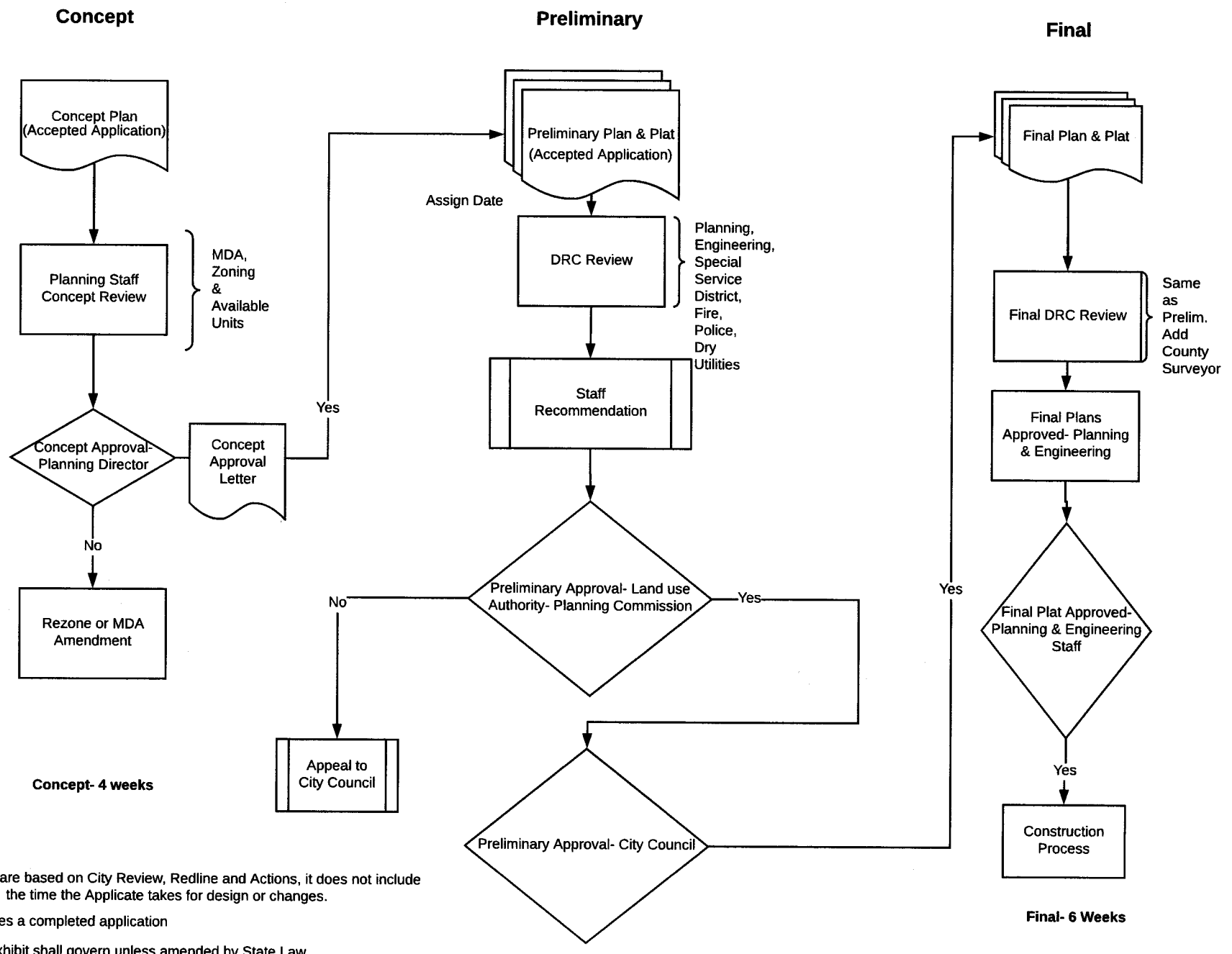
8.2 Flags and Flagpoles •

All flags and flagpoles, whether permanent or temporary, must be approved by the JDRC. However this shall not prohibit the displaying of the American or State Flags. An exception to this requirement shall be the placement of no more than two (2) poles not exceeding five feet each in length on an approved structure. Flags on these poles may not exceed fifteen (15) square feet each.

Exhibit G

Subdivision/ Site Plan Process
&
Review Schedule

Subdivision Approval Process

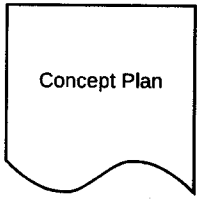


Note- Weeks are based on City Review, Redline and Actions, it does not include the time the Applicate takes for design or changes.

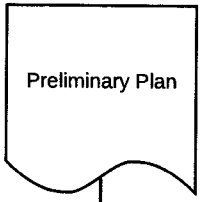
Assumes a completed application

This exhibit shall govern unless amended by State Law

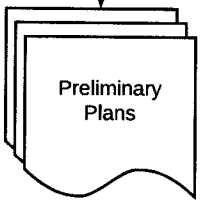
Subdivision Submittal Documents



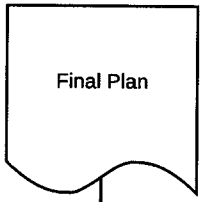
Subdivision Layout (To-Scale), Roadway Alignments, Density, Open Space, Amenities, Lot Sizes, Existing Topo/ Slope Analysis, Proposed Public & Private Right of Ways, Conceptual Architecture Elevations



Preliminary Plat, Preliminary Plans, Geo Tech Report, Traffic Study (if needed), Preliminary Drainage Report & Model



Centerline Profile of Streets, Plan View of Utilities, Preliminary Grading and Drainage Plan, Preliminary Landscape Plan (Plan View)



Final Plat, Deed of Additional Open (if not on Plat), Bond Estimate, Final Improvement Plans

Final Plat, Overall Site Development Plan with Aerial Photo, Overall Site Development Plan, Grading and Storm Drain Plan, Overall Utility Plan, Roadway Plan & Profile Sheets (1" =30'), Signage and Striping Plan, Street Lighting Plan, Erosion Control Plan, Erosion Control Details, Atypical ADA Ramp Details, and Typical Sections and Detail Sheets.

Standards that remain through the Life of MDA

Zoning Ordinance, Right of Way Widths, Pavement Section, Cul-de-sac Lengths will be according to the MDA

Standards that May Change

All other City Standard Specifications & Drawings and building codes that are in place at the time of the subdivision application.

Exhibit H

Construction Process
&
Review

Construction Process