



ERDA CITY  
2163 W Erda Way – Erda, UT  
(435)243-5577

## Community Structure Plan

**Public Body:** Erda City Planning Commission

**Meeting Date:** February 13, 2024

**Parcel IDs:** 01-422-0-0009, 01-422-0-0014, 01-401-0-0002, portion of 01-401-0-0001

**Current Zone:** PC

**Property Address:** approx. 3600 N Hwy 36

**Request:** PC zone Community Structure Plan (CSP)

**Applicant Name:** Joe Colosimo

**Action:** Recommendation to Council

### PROJECT DESCRIPTION

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Oquirrh Point has been zoned as a PC zoning district. The next step after zoning is a Community Structure Plan which is required for each phase of the project. The requirements of the CSP are listed below in the Planning Analysis. The required items per Tooele County land use code Chapter 31 which is the vesting approval for the Oquirrh Point development have been addressed in the submitted community structure plan. The phase addressed in this CSP contains 168.74 acres to include open space, village, town center and neighborhood uses. This phase anticipates 888 units. Attached is the approved master development agreement and the two approved amendments.

### SITE & VICINITY DESCRIPTION

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## **Request: Community Structure Plan**

The subject property is located on the east side of Hwy 36 at approximately 3600 North and will be accessed off of Erda Way and 33<sup>rd</sup> Parkway (to be constructed with project). The property is surrounded by CG and RR-5 zoning districts.

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## **LAND USE CONSIDERATIONS (PC Zone)**

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Per Tooele County land use code Chapter 31 each PC zoning districts creates its own uses, setbacks, etc. In the attached CSP and MDA the approved density, uses and development standards are addressed.

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## **GENERAL PLAN CONSIDERATIONS**

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The proposed use is consistent with the Erda City General Plan.

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## **ISSUES OF CONCERN/PROPOSED MITIGATION**

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PC zoning district requires that the project be connected to a water and waste water system. Currently there is not any water or waste water services to this property. The owner has created a public infrastructure district to fund the infrastructure to this property. Attached is a letter from Stansbury Park Improvement District stating that they are able to provide services to this property.

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## **NEIGHBORHOOD RESPONSE**

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Any comments that are received prior to the planning commission meeting on February 13, will be forwarded to the planning commission for review and summarized at the meeting.

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## **PLANNING STAFF ANALYSIS**

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31-9. Community structure plan (CSP).

Following approval of the P-C Zone Plan, a Community Structure Plan (CSP), together with a development agreement that codifies that plan, shall be submitted to the Director for review and approval by the planning commission. The CSP shall contain a contiguous area within the P-C Zone that includes one or more of the following land use districts: neighborhood, village, town center, business, research, technology, educational campus, and open space.

A CSP shall show the following:

- (a) Name of planned community;
- (b) Names, addresses, and phone numbers of applicant and property owners;
- (c) CSP location, legal/boundary description, acreage, scale, and north arrow;
- (d) Proposed land use districts (neighborhoods, villages, business and research parks, and/or town centers) boundaries, and acreage; a table showing the number of dwelling units, open space acreage, and acreage of the various non-residential land uses;
- (e) A master circulation system plan, including a street network (which may include areas for off street parking, as appropriate), pedestrian circulation, bicycle and trail system plans (including possible equestrian trails), identification of street alignments and right-of-way widths, illustrative cross sections which accommodate and specify vehicular, pedestrian, and bicycle use in the right-of-way. Pedestrian and bicycle trail systems shall connect the land



## Request: Community Structure Plan

use districts, schools and open space areas and provide linkages to other trail systems in existing or future areas of the P-C Zone and adjacent facilities within the adjacent municipal jurisdictions of Tooele County. A traffic study may be a required component of the master circulation system plan, as deemed necessary by the County.

- (f) Existing and proposed waterways and water bodies, major utilities and easements, flood boundary, and flood control facilities;
  - (g) Adjacent parcels, their owners, and their uses;
  - (h) Topography and significant features on or adjacent to the property;
  - (i) Documentation of the ability to connect to an existing water system, or the creation of a new water system, as well as any associated water rights, shares, usage etc.
  - (j) Documentation of the ability to connect to an existing sewage system, or the creation of a new sewer system. Septic Systems are not allowed in the P-C Zone.
  - (k) Open space plan providing general description and locations of major open space;
  - (l) Standards that govern the design and maintenance of major public infrastructure improvements (including without limitation: sidewalks, parking requirements (including landscaping, and defining the required number of stalls based on land use districts) street lighting, paving, street furniture, etc.) and general building placement (setbacks), massing, and design criteria (CSP Design Standards); and
  - (m) Other information deemed necessary by the Director.
- (2) The Planning Commission shall have the discretion to disapprove a CSP only on the basis of:
- (a) the failure of the proposed CSP to include all of the elements required in this section;
  - (b) the failure of the proposed master circulation system identified in the CSP within and surrounding the P-C Zone to adequately serve the communities within the P-C Zone;
  - (c) the failure of the proposed major infrastructure identified in the CSP within and surrounding the P-C Zone to provide adequate service to the communities within the P-C Zone; or
  - (d) the inclusion of uses in the CSP not permitted or conditionally permitted under this Chapter.
- In approving a CSP, the planning commission may impose the following reasonable conditions of approval to mitigate reasonably anticipated detrimental impacts:
- (i) The proposed use and site development plan shall not present a serious traffic hazard due to poor site design or to anticipate traffic increases on the nearby road system which exceed the amounts called for under the county transportation master plan.
  - (ii) The proposed use and site development plan shall not pose a serious threat to the safety of persons who will work on, reside on, or visit the property nor pose a serious threat to the safety of residents or properties in the vicinity by failure to adequately address the following issues: fire safety, geologic hazards, soil or slope conditions, liquefaction potential, site grading/topography, storm drainage/flood control, high ground water, environmental health hazards, or wetlands.

## PLANNING STAFF RECOMMENDATION

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Planning Staff recommends that the Erda City Planning Commission makes a motion to recommend approval of the community structure plan as long as the planning commission finds that the provided CSP meets the requirements of Tooele County land use code Chapter 31 and has determined that the proposed project does not pose any serious threats or hazards.



# Oquirrh Point Community Structure Plan

October 26, 2023

Prepared by:  
**PSOMAS**

# Oquirrh Point

Community Structure Plan



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# Oquirrh Point

Community Structure Plan



### Applicant Information & Introduction

#### Applicant & Landowner Contact Information

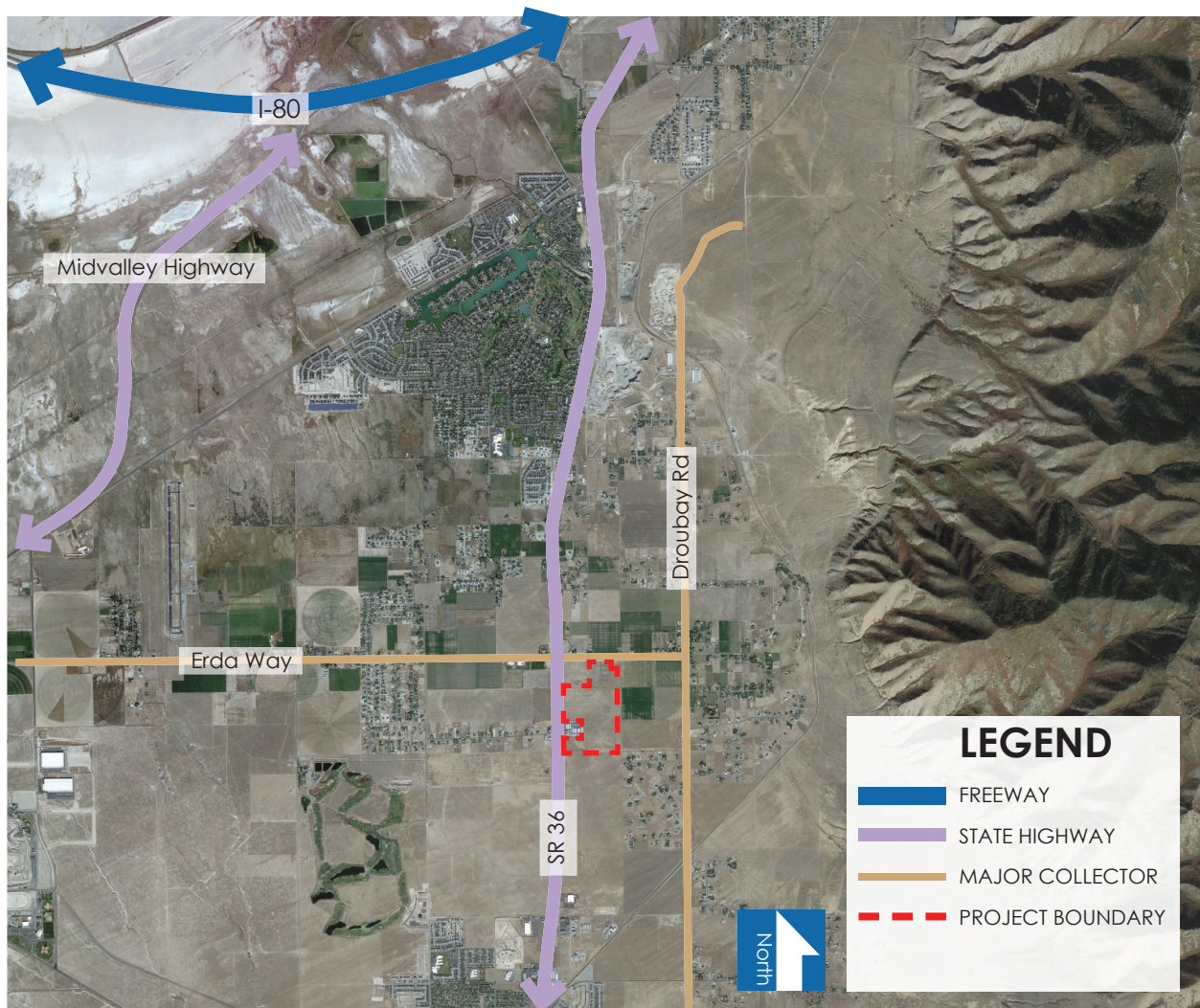
**Applicant Name:** Joe Colosimo/ Oquirrh Point Development  
**Address:** 11745 South Taitlynn Rose Lane Draper, UT 84020  
**Phone Number:** 801-556-3320  
**Email Address:** Joe@colosimobrothers.com

**Property Owner Name:** EHP Investment LLC  
**Address:** 11745 South Taitlynn Rose Lane Draper, UT 84020  
**Phone Number:** 801-556-3320  
**Email Address:** Joe@colosimobrothers.com

#### Introduction

The Oquirrh Point community is located on the eastern side of Erda City adjacent to the city's southern border with Tooele County. It is bounded by Erda Way to the north, UT-36 to the west and Droubay Rd to the east.

The community has beautiful views of the Oquirrh Mountains to the east and Deseret Peak to the east, and will maintain the rural character of Erda in its architecture, open space, and development details.



### Legal Description

#### As-Surveyed Description

A parcel of land situate in the Southwest Quarter of Section 34, Township 2 South, Range 4 West, and the Northwest Quarter of Section 3, Township 3 South, Range 4 West, Salt Lake Base and Meridian. Located in Tooele County, State of Utah, and being more particularly described as follows:

Beginning at the found Tooele County Surveyor monument representing the North Quarter Corner of Section 3, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running;

thence South 0°25'21" East 1,224.85 feet along the North South Quarter Section line of said Section 3 to the North line of future right-of-way line for 33<sup>rd</sup> Parkway;

thence South 89°38'56" West 2,510.17 feet along said North line to the East right-of-way line of State Road 36;

thence North 0°24'53" West 554.68 feet along said right-of-way line to the South line of D.R. Davis PUD Amended which is recorded under Entry No. 252513 in the office of the Tooele County Recorder;

thence North 89°39'30" East 908.42 feet along said South line to the East line of said subdivision;

thence North 0°25'43" West 670.59 feet along said East line to the North line of said subdivision;

thence South 89°39'30" West 908.26 feet along said North line to said East right-of-way line of SR-36;

thence North 0°24'53" West 1,324.82 feet along said East right-of-way line to the Sixteenth Section line and to a Boundary Line Agreement, Entry No 495810 in the Tooele County Recorder's Office;

thence North 89°39'31" East 1,192.08 feet along said Sixteenth Section line and Boundary Line Agreement;

thence North 0°19'31" West 1,275.34 feet along said Boundary Line Agreement to the South right-of-way line of Erda Way;

thence North 89°46'23" East 958.50 feet along said South line;

thence South 0°19'31" East 343.01 feet;

thence North 89°40'29" East 361.50 feet to the North South Quarter Section line of said Section 34;

thence South 0°19'31" East 2,255.13 feet along said Quarter Section line to said North Quarter Corner of Section 3 and to the Point of Beginning.

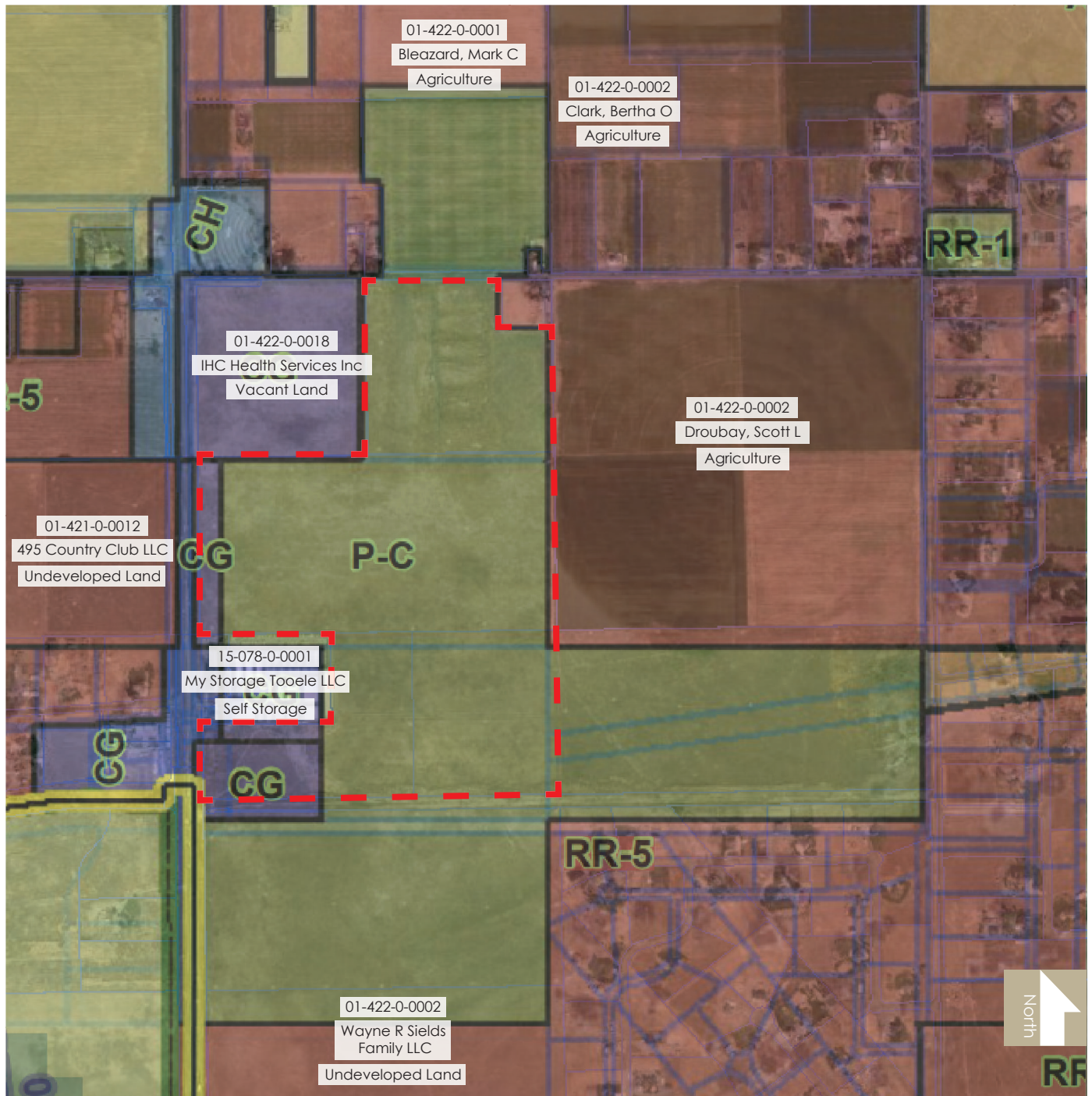
Contains 7,350,384 square feet or 168.74 acres.





### Adjacent Land Ownership & Use

This map shows parcels and land ownership adjacent to the project site.





# Oquirrh Point

## Community Structure Plan

### Proposed Land Use Districts

### STATISTICAL SUMMARY

Total Acreage 168.75 ac

Open Space 16.48 ac  
\*\*Commercial 29.93 ac

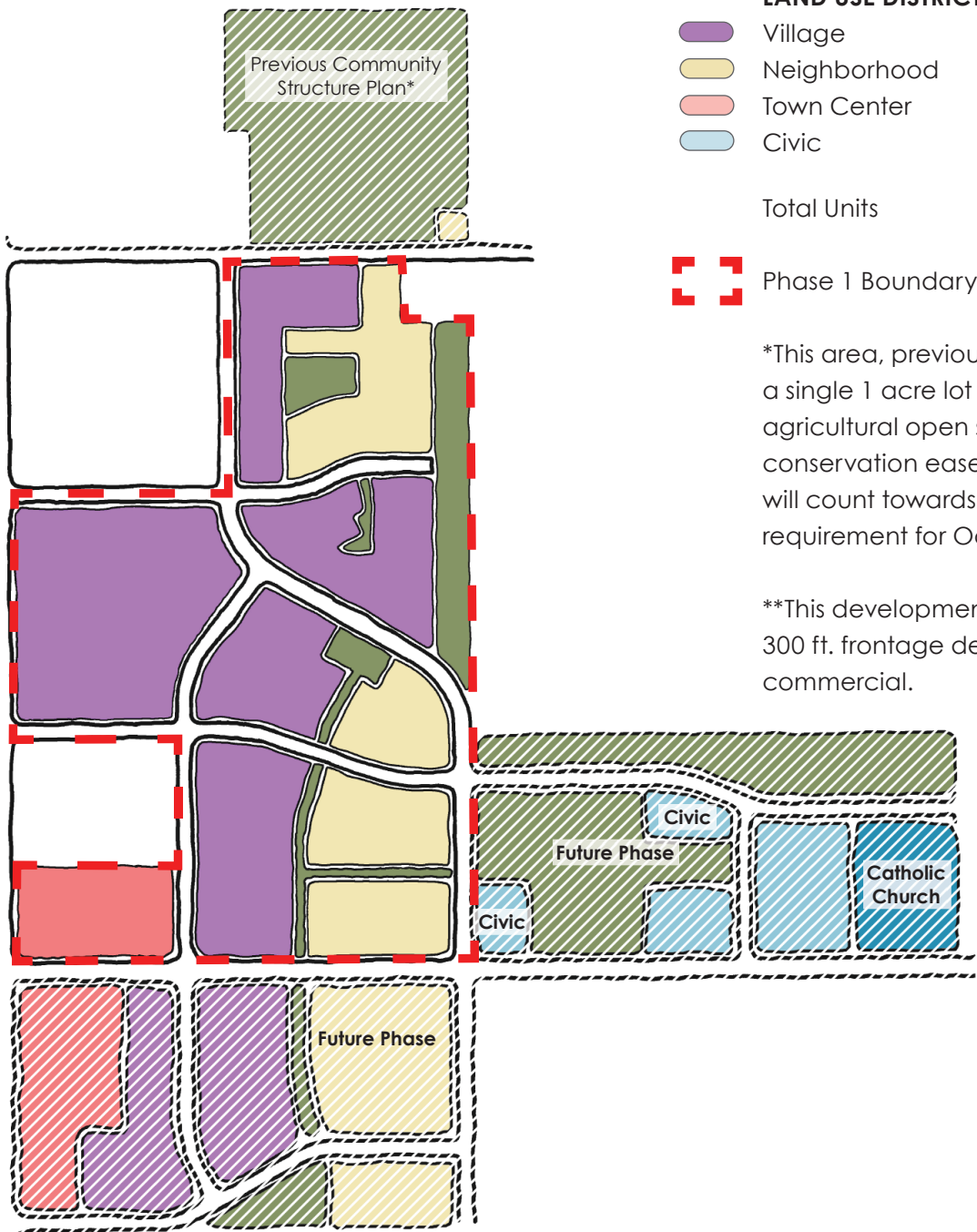
LAND USE DISTRICT	ACRES	UNITS
Village	96.77	537
Neighborhood	43.93	226
Town Center	11.57	125
Civic	--	--

Total Units 888

Phase 1 Boundary

\*This area, previously approved, contains a single 1 acre lot and 36.87 acres of agricultural open space under a perpetual conservation easement. This open space will count towards the overall open space requirement for Oquirrh Point.

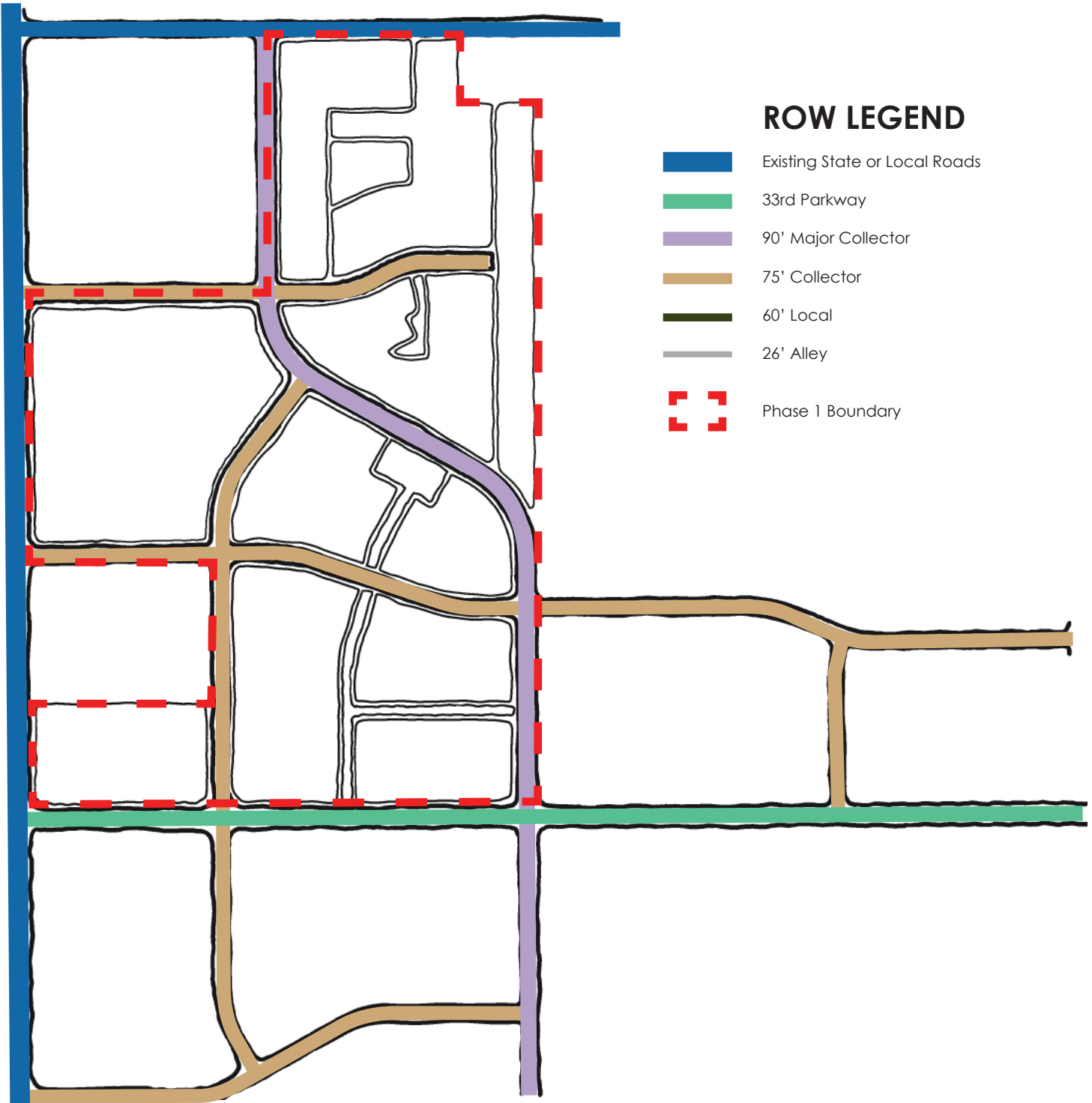
\*\*This development will maintain a minimum 300 ft. frontage depth along SR-36 for commercial.



### Transportation - Street Circulation

The general street network is delineated below, indicating major street types and their potential general location.

Streetscape cross-sections associated with the proposed circulation plan are found on the following pages

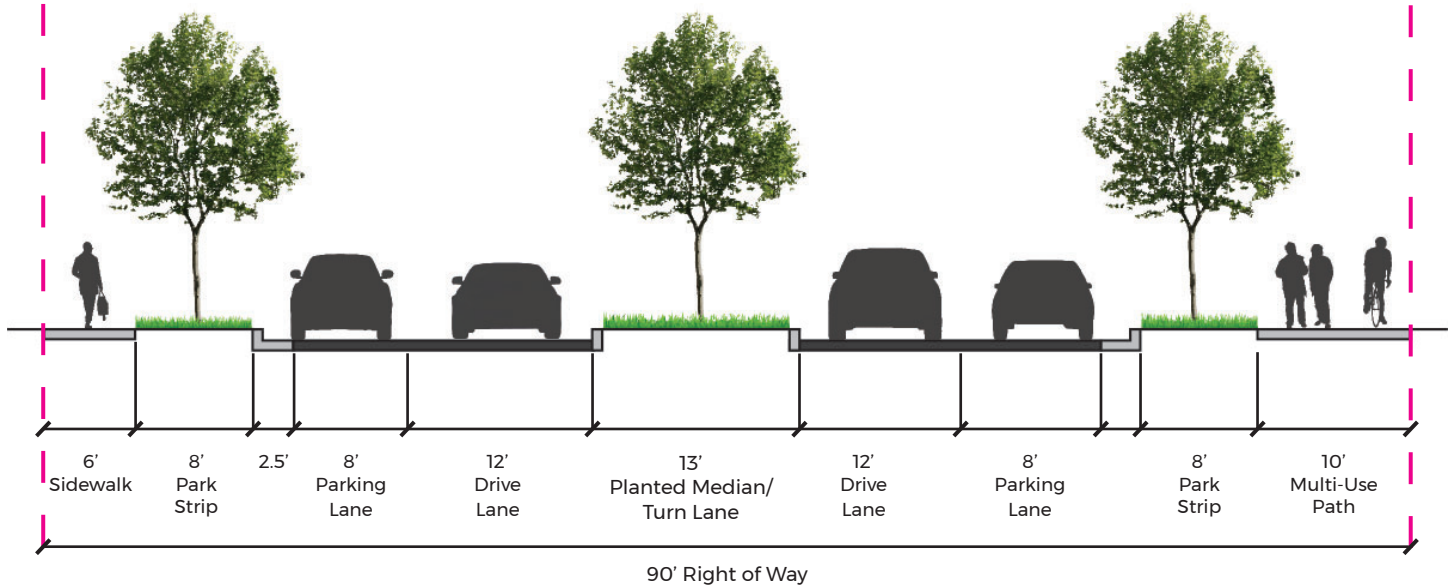


# Oquirrh Point

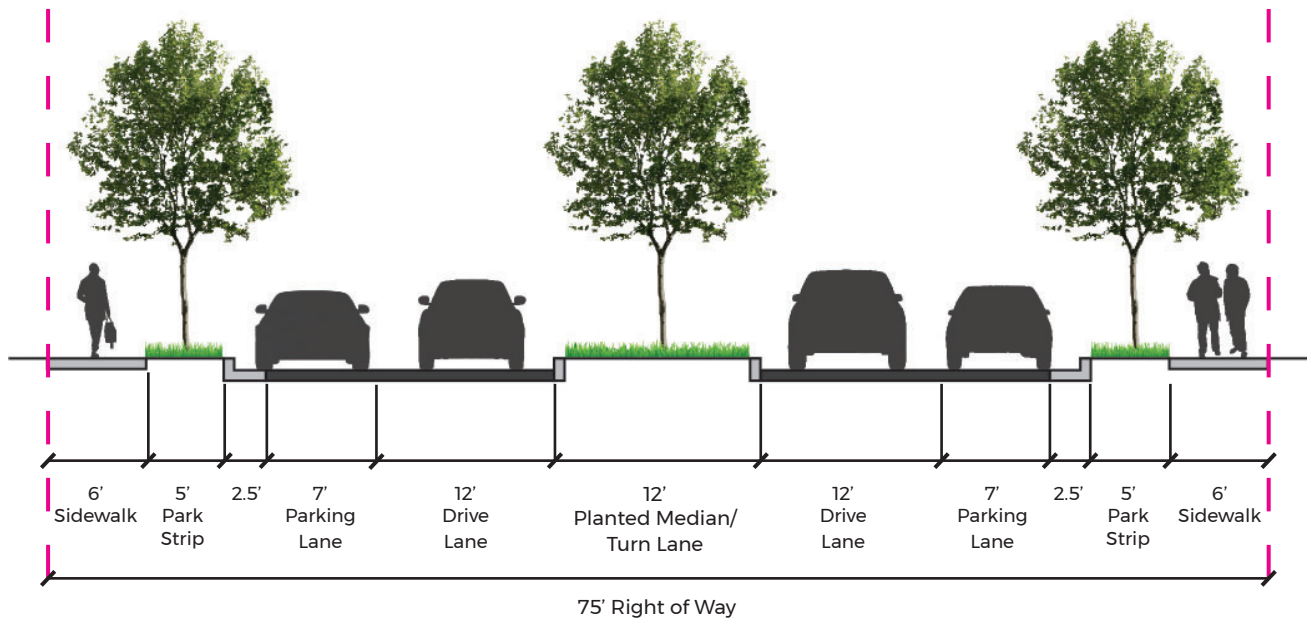
## Community Structure Plan

### Transportation - Street Cross Sections

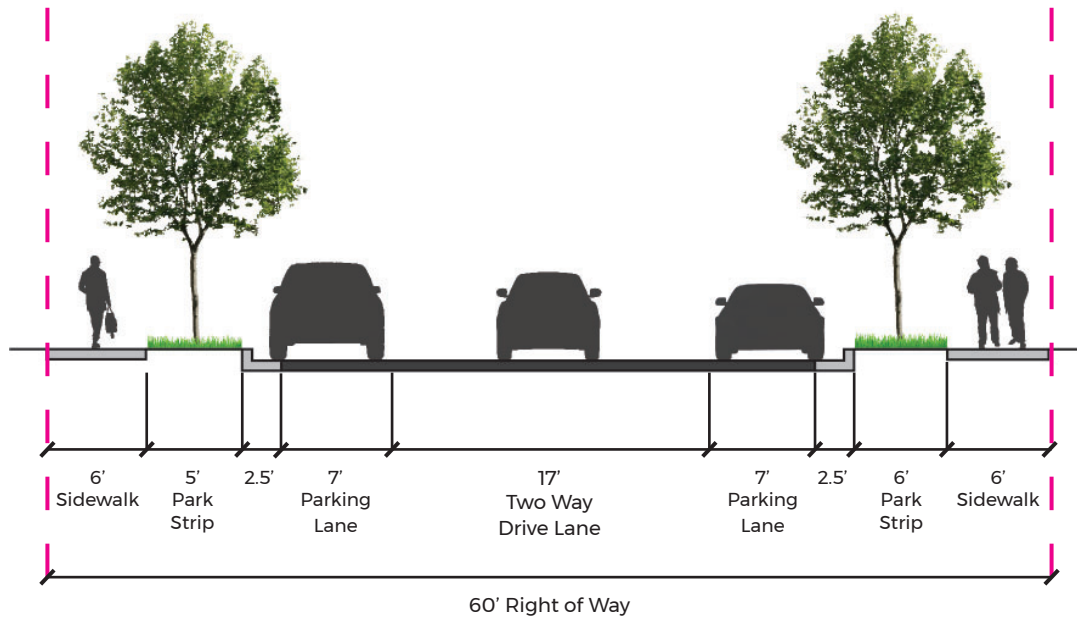
#### Major Collector - 90' ROW



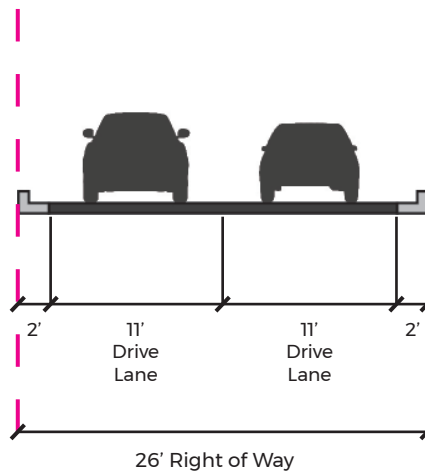
#### Collector - 75' ROW



### Local Road - 60' ROW



### Alley - 26' ROW

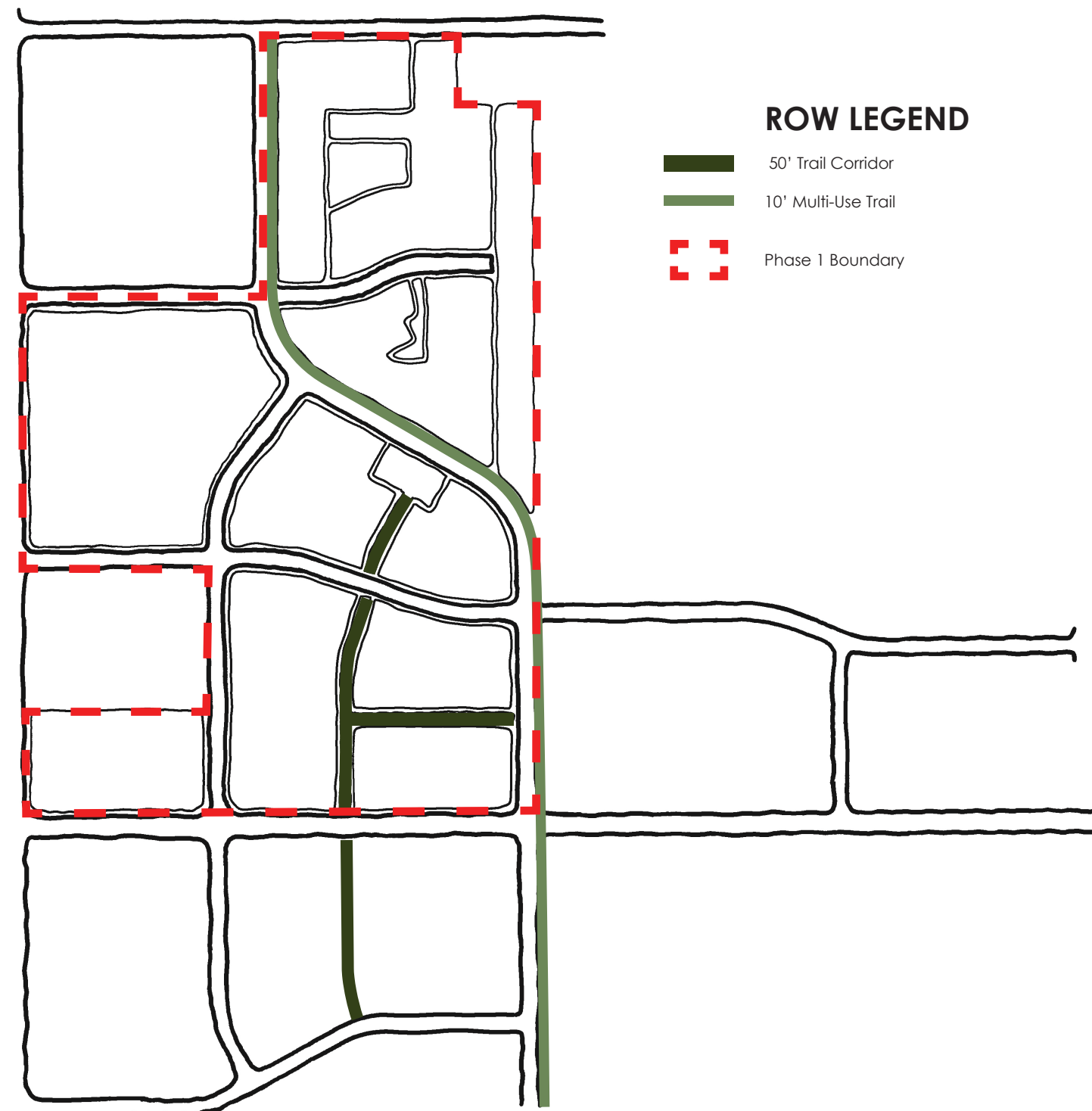


# Oquirrh Point

## Community Structure Plan

### Transportation - Bike & Pedestrian Circulation

The general bike and pedestrian circulation plan is delineated below. In addition to the grade separated multi-use trails delineated below, all streets within Oquirrh Point will include 6' sidewalks on both sides.



### Transportation - Additional Guidelines

#### Streets

Oquirrh Point will be structured with a well connected road network and limited cul-de-sacs, in order to allow for buildings to be oriented to the streets, have front door access, downplay garages, and provide for walkable neighborhoods.

Perimeter block sizes are based on a pedestrian scale that is consistent with the historic pioneer settlement pattern common to hundreds of communities in the Intermountain West. This historic block structure allows the majority of residents to be within a five-to-ten-minute (1/4 to 1/2 mile) walk to neighborhood centers and community amenities.

- a. **General Requirements** - Streets must support the overall connectivity requirements for the development. They should balance all forms of mobility while maximizing convenience for pedestrians.
- b. Cul-de-sacs are limited to areas where, their use, is absolutely necessary due to site constraints
- c. The character of streets within the Oquirrh Point will vary based on their location within specific land use zones
- d. All proposed streets, whether public or private, shall conform to right-of-way standards prescribed this community structure plan
- e. **Primary and Secondary Street Network Criteria:** The following priorities and outcomes shall guide the development of the primary and secondary street network and the implementation of this section and its technical guidance herein:
  - i. Neighborhoods shall aim to be connected to one another through a woven collector system that offers several external access points.
  - ii. There shall be a hierarchy of streets with more important streets at key locations
  - iii. A variety of on-street parking conditions (angled parking, parallel parking) shall be employed to calm traffic on retail and commercial streets

- iv. Walking and cycling should be a convenient option for movement within the network in terms of safety and efficient of movement from one location to another.
- v. Access to local commercial and business destinations from adjacent neighborhoods should generally be achieved via collector and local streets that are consistent with the context in which they reside.
- vi. Alternate routes should be available for traffic congestion relief at peak times.
- vii. The street types established in and networks encouraged by this section should balance efficient travel with appropriate speeds.
- vii. Connecting streets should be assigned within a network in conjunction with an overall connectivity strategy, rather than just to link ad hoc elements of subdivisions.
- viii. Roadways should follow natural features and topography as appropriate.
- ix. Linkages between streets, alleys and trails should be purposeful and integrated into the transportation network.

#### Blocks


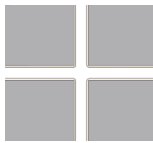
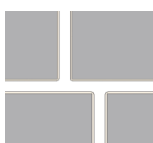
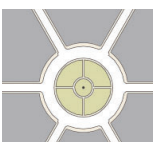
- a. The street network must be configured as to create a system of blocks, facilitating connectivity and ease of movement throughout Oquirrh Point
  - i. Blocks, together with streets, shall form the network of thoroughfares and public spaces. Blocks shall generally be small-to-moderate in size and rectangular in shape, but may be modified due to a number of site conditions
  - ii. Blocks are required to be bordered on all four sides by streets. In selected instances, one or two sides of the block may border distinct, designed public spaces.
  - iii. Perimeter blocks along the edge of a neighborhood may deviate from block size minimum requirements in order to accommodate existing edge conditions, ensuring a more smooth transitions between current circumstances and future development.

# Oquirrh Point

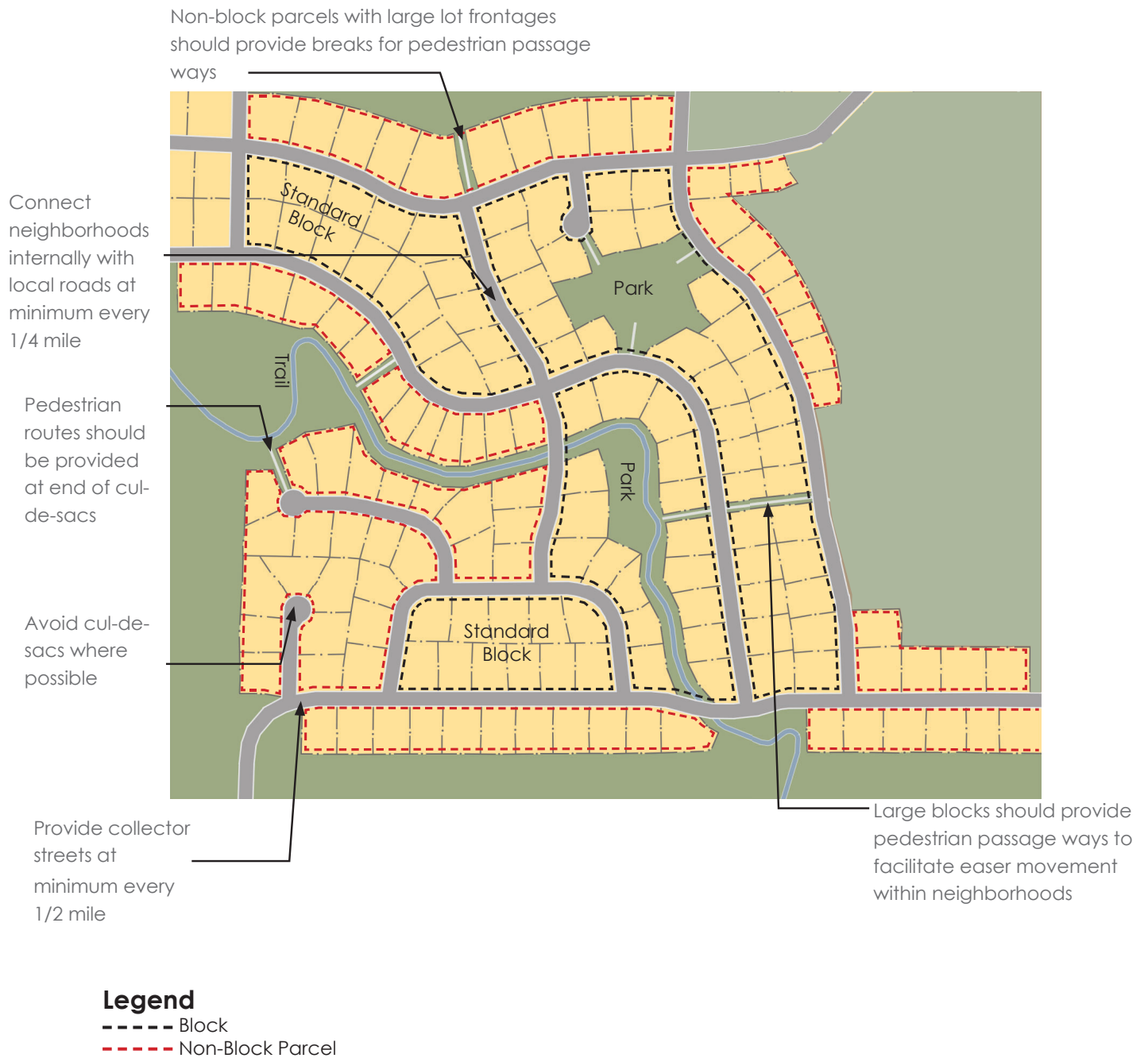
## Community Structure Plan

- b. The following additional standards apply in areas with additional constraints:
  - i. Close ended streets or cul-de-sacs may be permitted adjacent to natural or man-made boundaries that limit vehicular connectivity. However, in all instances cul-de-sacs must be accompanied by alternate pedestrian routes at the end of the circle.
  - ii. Close-ended streets (cul-de-sacs) may not exceed 275 feet in length, measured along the centerline from the nearest intersection to the center of the cul-de-sac.
  - iii. Cul-de-sacs should be avoided unless multiple access to the location is not feasible
  - iv. Where larger blocks are needed, they shall incorporate mid-block pedestrian passage ways to provide adequate pedestrian connectivity.
- c. Streets and intersections must be configured according to the following:
  - i. All streets, unless approved as a cul-de-sac, must connect to other streets with intersections, forming a network.
  - ii. New streets must connect wherever possible to streets outside of the community unit, or stub into undeveloped property every 400 feet
  - iv. New intersections are limited by type to only those listed in the permitted intersections table below
  - v. Compliance with clear-view triangle standards for corner lots must be demonstrated at Final Plat.
  - viii. Transportation network designations must be consistent with the Tooele County transportation master plan

### Permitted Intersections within Oquirrh Point

INTERSECTION TYPES		
INTERSECTION TYPE	DESCRIPTION	ILLUSTRATION
<b>T-INTERSECTION (T)</b>	A standard intersection between two <i>thoroughfares</i> where one is terminated. <i>T-Intersections</i> cause the least vehicle to vehicle and vehicle to pedestrian conflict points. Urban <i>T-Intersections</i> provide opportunities for <i>terminated vistas</i> .	
<b>4-WAY INTERSECTION (4W)</b>	A standard intersection between two continuous <i>thoroughfares</i> at or near right angles.	
<b>STAGGERED INTERSECTION (SI) *</b>	An intersection where one continuous <i>thoroughfare</i> is intersected by two terminating <i>thoroughfares</i> in close proximity. <i>Staggered intersections</i> provide a high number of <i>terminated vistas</i> and are well suited at <i>commercial streets</i> where traffic is slow movement and encouraged along <i>shopfronts</i> .	
<b>ROUND ABOUT (RA)</b>	A very large <i>traffic circle</i> intersecting multiple urban <i>thoroughfares</i> with a pedestrian accessible <i>civic district</i> at the center in a circular, oblong, or elliptical shape. <i>Round-about</i> s may require traffic control by timed or on-demand signalization to ensure safety at pedestrian crossings.	







### Snow Storage Standards

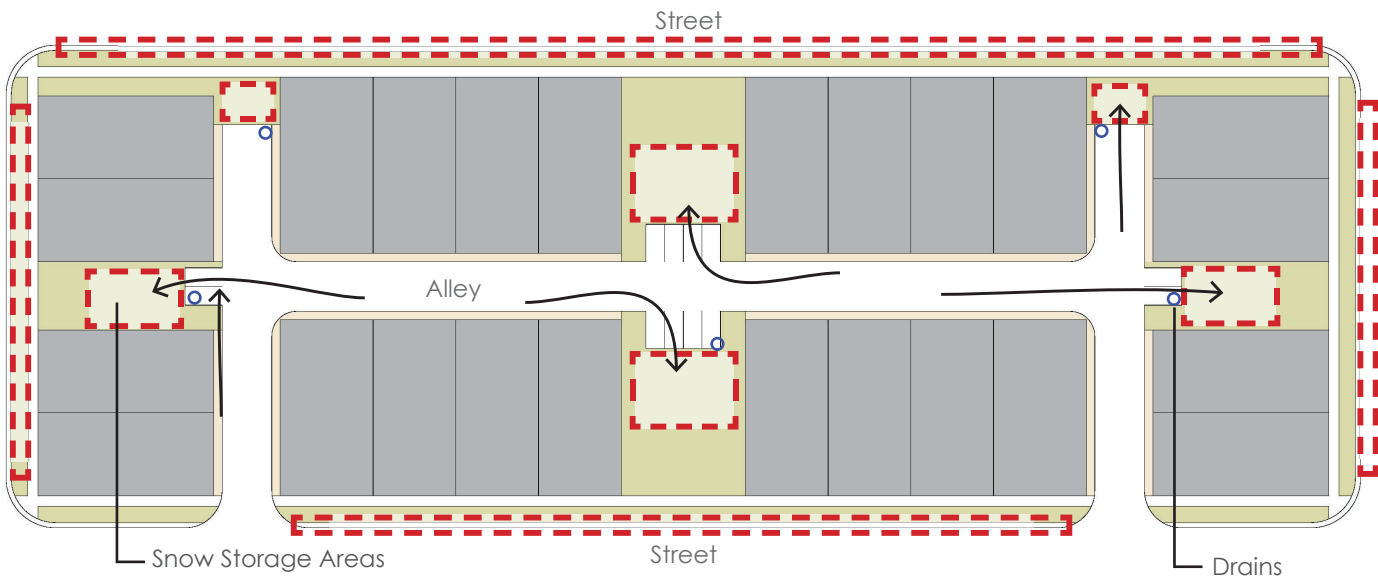
- a. Snow Storage Standards
  - i. Placement and spacing of trees, signage and site furniture along streets must allow for a snow storage zone.
  - ii. Snow storage areas must not interfere with vehicular access to garages.
  - iii. Snow storage areas must be strategically located to allow easy access for snowplows
  - iv. All landscape plans adjacent to streets and parking lots must consider areas for snow storage.
  - v. All snow removal on private drives or alleys will be HOA maintained

SNOW STORAGE	
MIN. REQUIRED AREA IN REAR LANES	
REQUIRED AREA CALCULATION	Equal to 15% of plowed area

Snow storage areas are required in all alleys, rear lanes, and are not allowed to obstruct **REQUIRED** guest parking.

Snow storage areas are established through HOA ownership.

Snow storage areas may be larger than what is noted above. The illustration below is intended as an example of snow storage locations. Size and location varies by conditions including zoning districts, topography, and street access. Consult with the planning department.



### Infrastructure Design & Maintenance

All infrastructure located within the public right-of-way will be dedicated to and maintained by the city. This includes sidewalks, street lighting, and roadways.

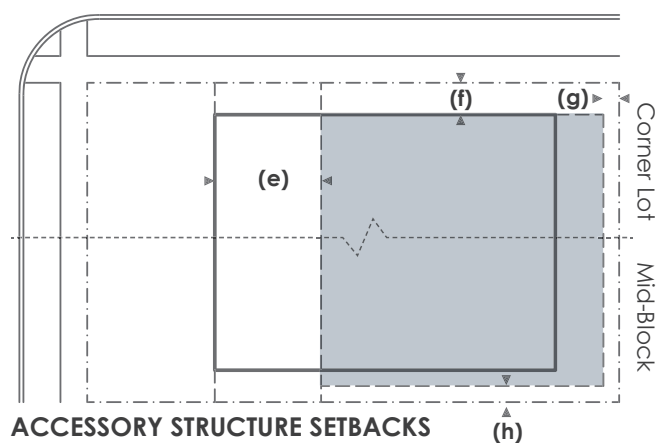
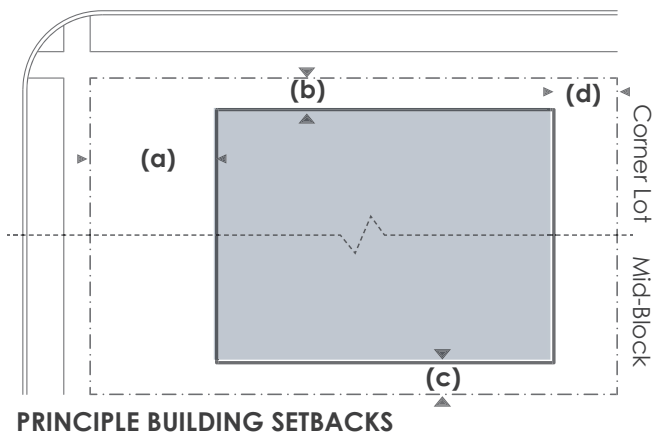
Design of infrastructure, including parking, lighting and signage will follow standards outlined in this section as well as in the right-of-way cross sections provided earlier in the community structure plan.

# Oquirrh Point

## Community Structure Plan

### Setbacks

DEVELOPMENT CRITERIA				
	MULTIFAMILY ALLEY-LOAD (AL)	MULTIFAMILY FRONT-LOAD (FL)	SINGLE FAMILY ALLEY-LOAD (AL)	SINGLE FAMILY FRONT-LOAD (FL)
BUILDING CONFIGURATION				
PRINCIPLE BUILDING	3 Stories (35 ft.) max.	3 Stories (35 ft.) max.	2 Stories (35 ft.) max.	2 Stories (35 ft.) max.
ACCESSORY STRUCTURES	1 Story max.	1 Story max.	1 Story max.	1 Story max.
MIN LOT SIZE	1,350 SF	1,650 SF	2,550 SF	3,000 SF
SETBACKS - PRINCIPLE BUILDING* (& ADU'S)				
FRONT - PRINCIPLE (a)	12 ft. min.**	12 ft. min.**	12 ft. min.**	12 ft. min.**
FRONT - SECONDARY (b)	12 ft. min.**	12 ft. min.**	12 ft. min.**	12 ft. min.**
SIDE (c)	0 ft. min. (12 ft. between buildings)	0 ft. min. (12 ft. between buildings)	0 ft. min. (12 ft. between buildings)	0 ft. min. (12 ft. between buildings)
REAR (d)	N/A	10 ft. min.	N/A	15 ft. min.
SETBACKS - ACCESSORY STRUCTURE (NON-LIVING SPACE)				
FRONT - PRINCIPLE (e)	12 ft. min.	12 ft. min.	12 ft. min.	15 ft. min.
FRONT - SECONDARY (f)	12 ft. min.	12 ft. min.	12 ft. min.	12 ft. min.
SIDE (g)	0 ft. min.	0 ft. min.	0 ft. min.	0 ft. min.
REAR (h)	10 ft. min.	0 ft. min.	0 ft. min.	0 ft. min.
SETBACKS - GARAGE				
STREET/ALLEY FACING	<6 ft or >18 ft.	18 ft.	<6 ft or >18 ft.	18 ft.
SIDE LOAD	<6 ft	12 ft.	<6 ft	12 ft.



\* Setbacks are measured to foundation walls and are established for public utility easements.

\*\*50 ft. max setbacks and lot coverage is as determined by provided setbacks.

### Architectural Design Standards

#### Objective

There are many possible successful interpretations of the proposed architectural styles. It should not be expected nor desired that each building will incorporate all elements of a style, or that each style will be equally represented. The design of individual buildings and the implementation of styles will be solidified at building permit.

The architectural styles and themes for Oquirrh Point is derived from local precedent. The following architectural standards will govern product design within Oquirrh Point. Only the architectural styles listed below are permitted within Oquirrh Point:

- Craftsman
- Farmhouse
- Prairie
- Modern
- Traditional



Craftsman



Farmhouse



Prairie



Modern



Traditional

# Oquirrh Point

## Community Structure Plan

### Style Guide

Oquirrh Point should provide a variety of home styles on each street to create a diverse and interesting street scene. Neighborhoods with minimal visual variation, and homogeneous application of the approved architectural styles are not permitted in order to ensure that street scenes are non-repetitive.

#### Style:

Not all architectural styles are appropriate for all buildings within Oquirrh Point. All five architectural styles can be used for single family and multi family residential buildings, however the Prairie style will not be allowed for use with Commercial, Office and Civic buildings found within Oquirrh Point.

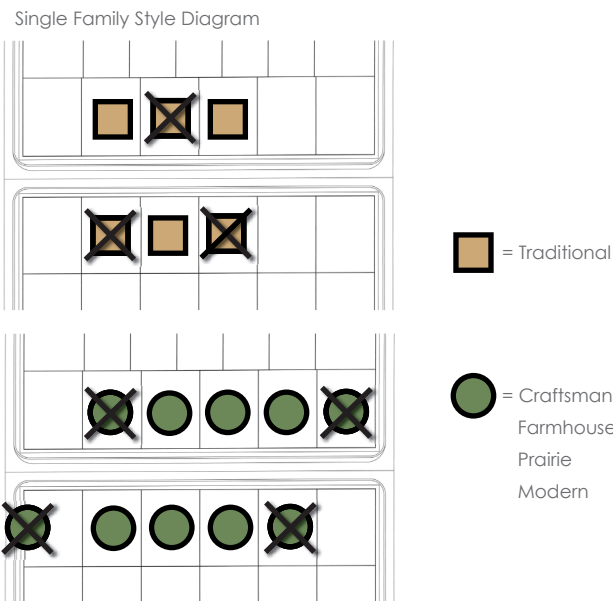
Variation shall be achieved through a combination of styles, colors, and floor plans. Guidelines for style, color, and floor plan shall be given equal weight when evaluating compliance with this standard. In no case shall one of the following guidelines be disregarded or given priority over another

	STYLES				
	Craftsman	Farmhouse	Prairie	Modern	Traditional
BUILDING TYPES					
Single Family	○	○	○	○	○
Multi Family	○	○	○	○	○
Commercial	○	○		○	○
Office	○	○		○	○
Civic	○	○		○	○

Indicates permitted style ○

Single family homes with the Traditional style shall not be built on adjacent lots or on lots directly across from one another on the same street.

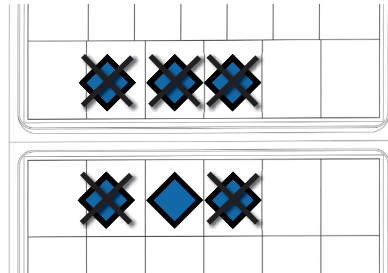
Single family homes with the Craftsman, Farmhouse, Prairie, and Modern styles shall not exceed three consecutive lots of the same style on either side of the street.



### Color:

Single family homes with the same color scheme shall not be built on adjacent lots or on lots directly across or diagonally from one another on the same street.

Single Family Color Diagram

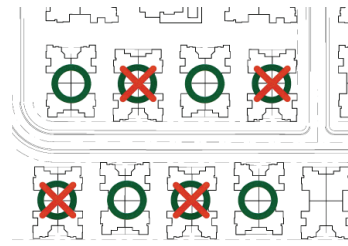


 = Same Color Scheme

### Attached Residential Guideline:

Attached residential buildings that have the same style or color scheme shall not be built on adjacent lots or on lots directly across from one another on the same street.

Attached Residential Diagram

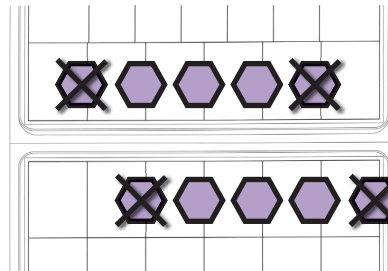


### Floor Plan:

Single family homes with the **same floor plan** shall not exceed three consecutive lots on either side of the street.

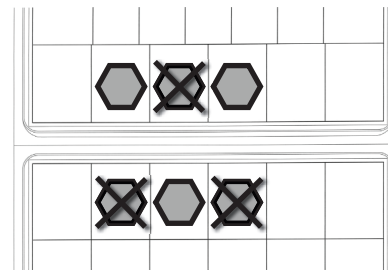
If three single family units of the same floor plan are placed in a row, the middle floor plan must be reversed.


Single Family Floor Plan Diagram



 = Same Floor Plan

Single Family Floor Plan Diagram



 = Same Floor Plan and style

Single family homes with the **same floor plan and style** shall not be built on adjacent lots or on lots directly across from one another on the same street.

# Oquirrh Point

## Community Structure Plan

### Introduction

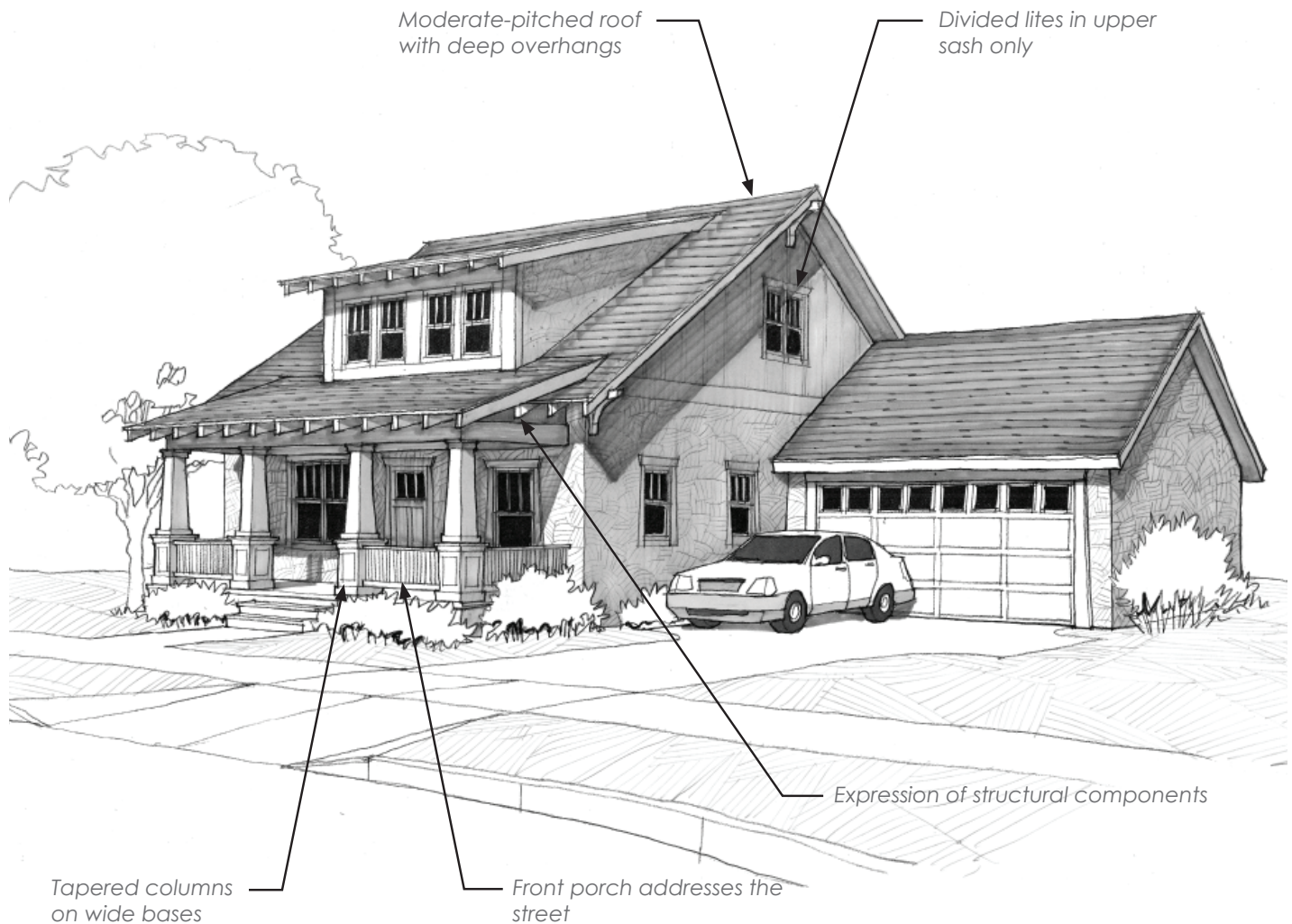
The architectural styles chosen for Oquirrh Point aim to create a neighborhood with a diverse and harmonious built environment and a strong sense of place. The five styles are Craftsman, Farmhouse, Modern, Prairie, and Traditional. These styles, as defined in this document, shall create a strong architectural character for Oquirrh Point that is timeless and unassuming.

Many things contribute to defining a particular style. In some cases, the use of just a handful of elements can be successful in creating an authentic architectural composition. Not all possible arrangements and details have been presented. Creative application of the design principles is encouraged. Unlike the more prescriptive standards one may find in a zoning code, the principles and guidelines in this document are aimed at allowing for flexibility while promoting design quality and consistency. Following these guidelines will help achieve cohesive and harmonious streetscapes at Oquirrh Point.

### Craftsman Style

The Craftsman style is a close interpretation of the Craftsman style that developed from the Arts and Crafts movement of the late 19th and early 20th centuries. This movement addressed design on many levels, from architecture to furniture and pottery. Proponents of the Arts and Crafts movement advocated a fully integrated approach to house design and furnishings, with a design philosophy based on simplicity, durability and harmony with nature. Special attention was given to the way pieces were joined together. A new structural expression was developed, including exposing beams, columns and joists. The Craftsman style flourished in the United States in the early 20th century, and was frequently applied to modest and small houses.

The Craftsman style is characterized by simplicity, the expression of certain structural members, and attention to wood joinery, especially at porches. Craftsman homes feature moderate-pitched gable roofs with wide overhangs and large porches with substantial columns and bases.



The principal features of the Craftsman style are low- to moderate-pitched gable roofs with wide overhangs, exposed rafters at porches and, wherever feasible, generous porches with substantial columns and bases. Dormers are typical on 1½-story designs. Symmetry is optional and depends on the orientation of the principal roof.

Ornamentation is restrained. Details that are characteristic of the style include exposed rafter tails, tapered columns and trim elements, and diagonal knee braces at gable ends.

Wall materials may include stone, brick, stucco, shingles, and siding.

The example above is one interpretation of the Craftsman style. There are many possible successful interpretations. All elements shown here, and described in this style, are not required on every building. Elements not listed are prohibited.



# Oquirrh Point

## Community Structure Plan

### Massing

- A side gable, center gable facing the street, or cross gable with dormers is typical for the primary roof form.
- One-story and 1½-story massing compositions are permitted, although 2-story compositions can also be acceptable.
- Dormers are typical in 1½-story designs.
- Emphasis should be on horizontal rather than vertical lines.

### Roof

- Low-sloping gable roofs with wide overhangs are typical.
- Shed or pitched dormers are common.
- Generously sized eaves with exposed decorative rafters are characteristic of the style, but not required.
- Roof pitches: 3:12 to 8:12
- Roof overhangs: 12 - 30 inches at rakes and eaves

### Windows & Doors

- Individual windows are typically square or vertically oriented.
- Windows are often mulled together in pairs or threes.
- Double-hung windows with divided lites in upper sashes only, usually in a three-over-one configuration, are typical.
- Limited use of small accent windows and angled bays is encouraged.

- A single, rectilinear door is typical.
- Large lites in doors are common and are often divided to match the windows.
- Wide trim (5 to 6-inch) with head trim extending past the jamb is typical for doors and windows. Tapered side trims are typical.

### Porch / Entry

- Porches facing the street are common.
- Porch columns typically sit on wider bases or low walls.
- Tapered or double-columns with header and base details are common.

### Details

- Expression of structural members and attention to wood joinery is characteristic of the style.
- Beams, knee braces, and brackets are often found at gable ends.
- Extended lintels over door and porch openings are common.
- Tapered elements, including trim work and columns, are common.



Elevations of a cottage and a larger house at Oquirrh Point. The building designs exemplify how the guidelines of the Craftsman architectural style can be applied at different scales.

### Examples for Various Interpretations of the Craftsman Style



Images depict interpretive examples of the architectural style rather than specific execution



# Oquirrh Point

## Community Structure Plan

### Examples for Various Interpretations of the Craftsman Style



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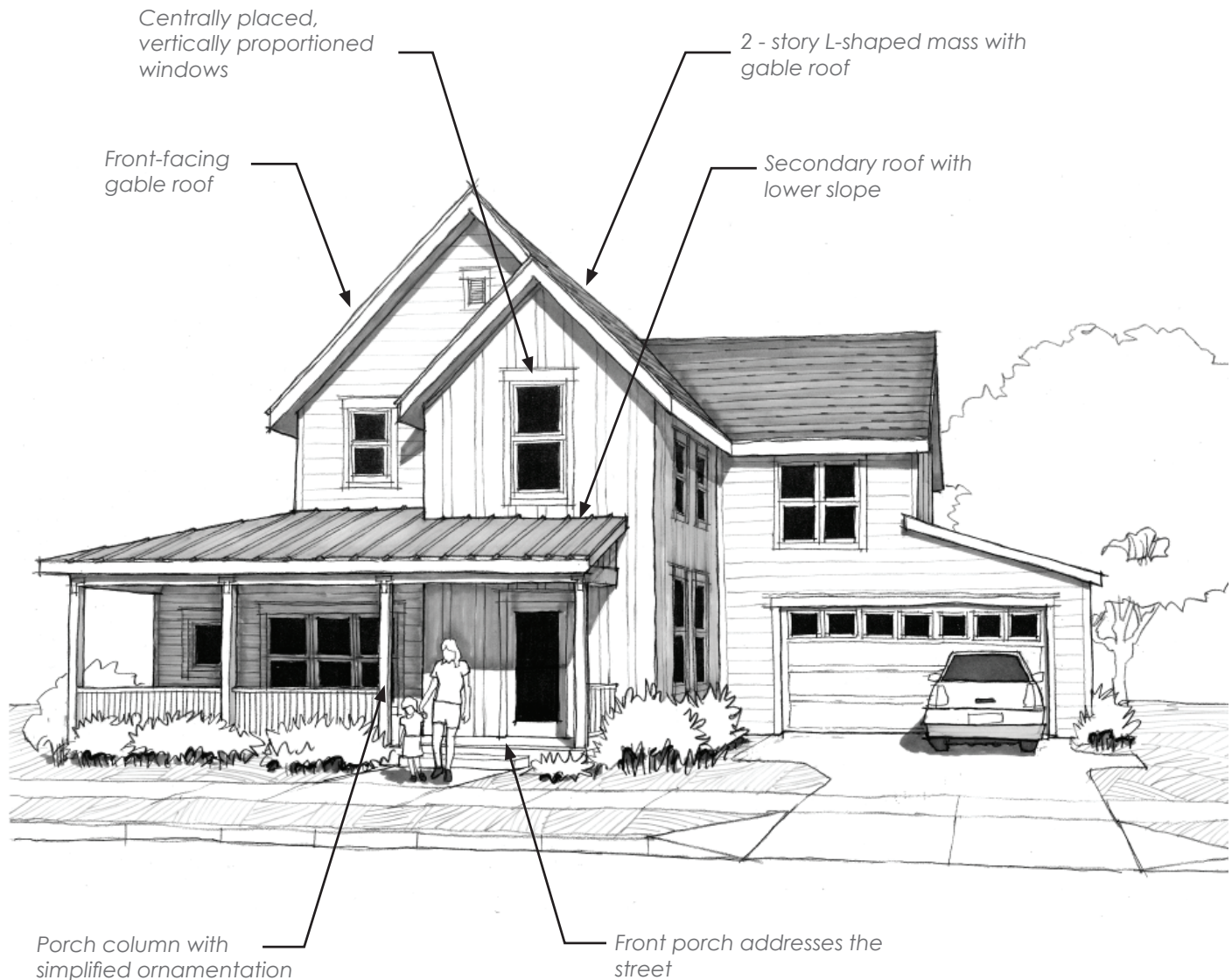
### Farmhouse Style

The Farmhouse style is a contemporary interpretation of the Folk Victorian style that was prevalent in the United States from about 1860-1910. There were many regional applications of the Victorian style, as well as combinations of specific elements into eclectic compositions. Variations of the Victorian style include Richardsonian, Romanesque, Shingle, Queen Anne, and Folk. Folk Victorian has simpler forms and details than its counterparts.

The Folk Victorian style developed and flourished as railroads spread across the country, providing a steady supply of Victorian-style millwork. Local builders and carpenters applied their skills based on their understanding of the Victorian style. Pattern books containing illustrations and details were sources of inspiration and instruction. The application of these stylistic principles to modest homes across the country resulted in Folk Victorian, with simplified forms and ornamentation applied chiefly to porches, gable ends and cornices.

# Oquirrh Point

## Community Structure Plan



The Farmhouse style is characterized by a gable roof facing the street. The main gable may be combined with wings on one or two sides or emerge from a larger hip-roofed rectangular volume. A one-story porch should be provided and integrated into the front facade. Gable, hip, shed, or special dormers are employed to provide additional floor area, daylight, and architectural interest. Facade compositions should feature symmetrically placed, vertically proportioned, double or single-hung windows. Symmetry in the overall composition is optional.

Detailing should be simplified. Ornamentation should be employed with restraint at porches, gable ends, and special features, such as bays. Appropriate wall materials may include horizontal lap siding and board and batten siding.

The example above is one interpretation of the Farmhouse style. There are many possible successful interpretations. All elements shown here, and described in this style, are not required on every building. Elements not listed are prohibited.

### Massing

- A front-facing gable without side wings is typical.
- Overall massing should be simple and emphasize vertical building elements.
- Projecting bays and low-sloping shed roofs are common.
- 1½ to 2-stories are typical, with a main level floor-to-ceiling height of 8 to 10 feet.

### Roofs:

- Gable roofs facing the street are typical.
- Use of shed or gable-end dormers is encouraged.
- The main gable is often intersected by other roofs.
- Main roof pitches: 6:12 to 12:12
- Secondary hip or shed roof pitches: 3:12 to 6:12
- Roof overhangs: 6 to 12 inches

### Windows & Doors:

- Vertically proportioned double and single-hung windows are typical.
- Individual or paired window treatments are common.
- Square and angled bay window treatments are common.
- Wide (4 to 6-inch) exterior trim and cap moldings on windows and doors are typical.

- Limited use of multi-pane sashes with divided lites is encouraged and may occur in both sashes in the following configurations: one-over-one, two-over-one, two-over-two, four-square-grid-over-one, and four-square-grid-over-four-square-grid.
- Lites in doors are common and often express ornamentation.

### Porch / Entry

- Street-facing, one-story porches are common. Wraparound porches are encouraged at corner lots.
- Porch roofs are typically forward-facing shed or hip.
- Porches may have exposed wood and metal elements.
- Square columns (at least 6 x 6) or round columns (at least 6 inches) are typical.
- Railings may be turned or square balusters or steel.

### Detail Elements:

- Detailing is simplified and ornamentation is restrained.
- Exposed structural elements on porches are typical.
- Ogee or half-round gutters are common.
- Board & batten wainscoting (in courser spacing) is recommended.
- Square or more detailed moldings along rakes are common.



Elevations of a cottage and a larger house at Oquirrh Point. The building designs exemplify how the guidelines of the Farmhouse architectural style can be applied at different scales.



# Oquirrh Point

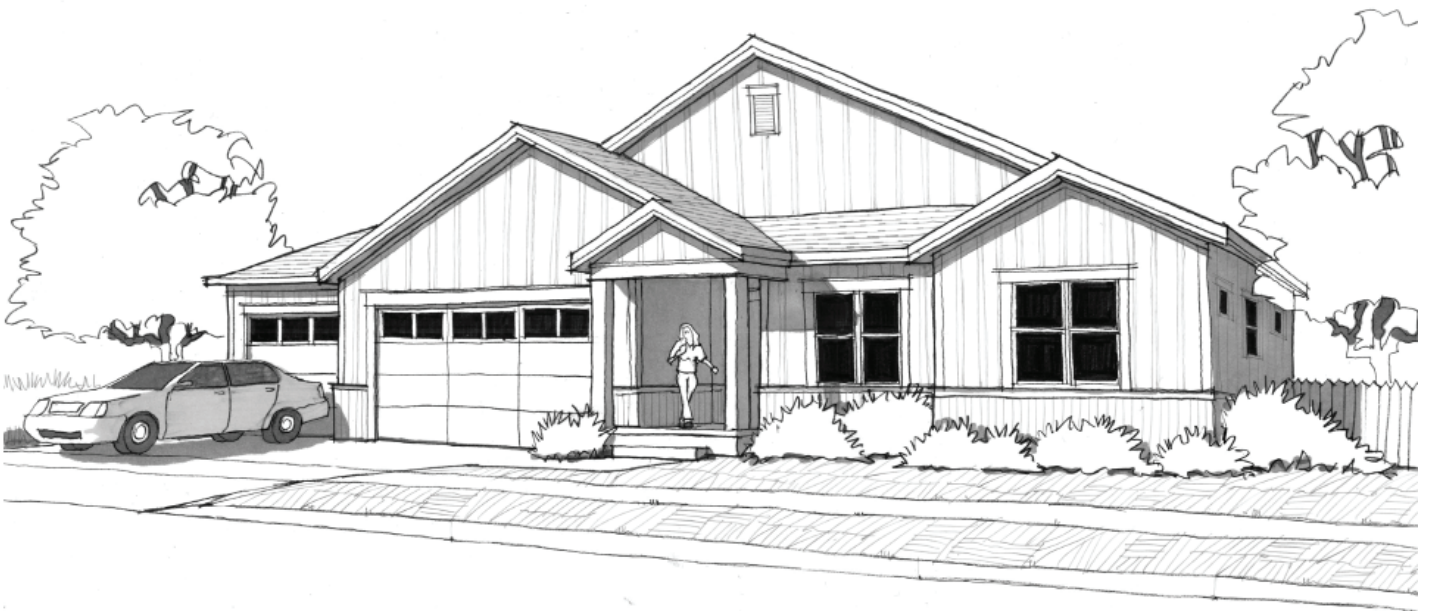
## Community Structure Plan

### Examples for Various Interpretations of the Farmhouse Style



Images depict interpretive examples of the architectural style rather than specific execution

### Examples for Various Interpretations of the Farmhouse Style



Images depict interpretive examples of the architectural style rather than specific execution



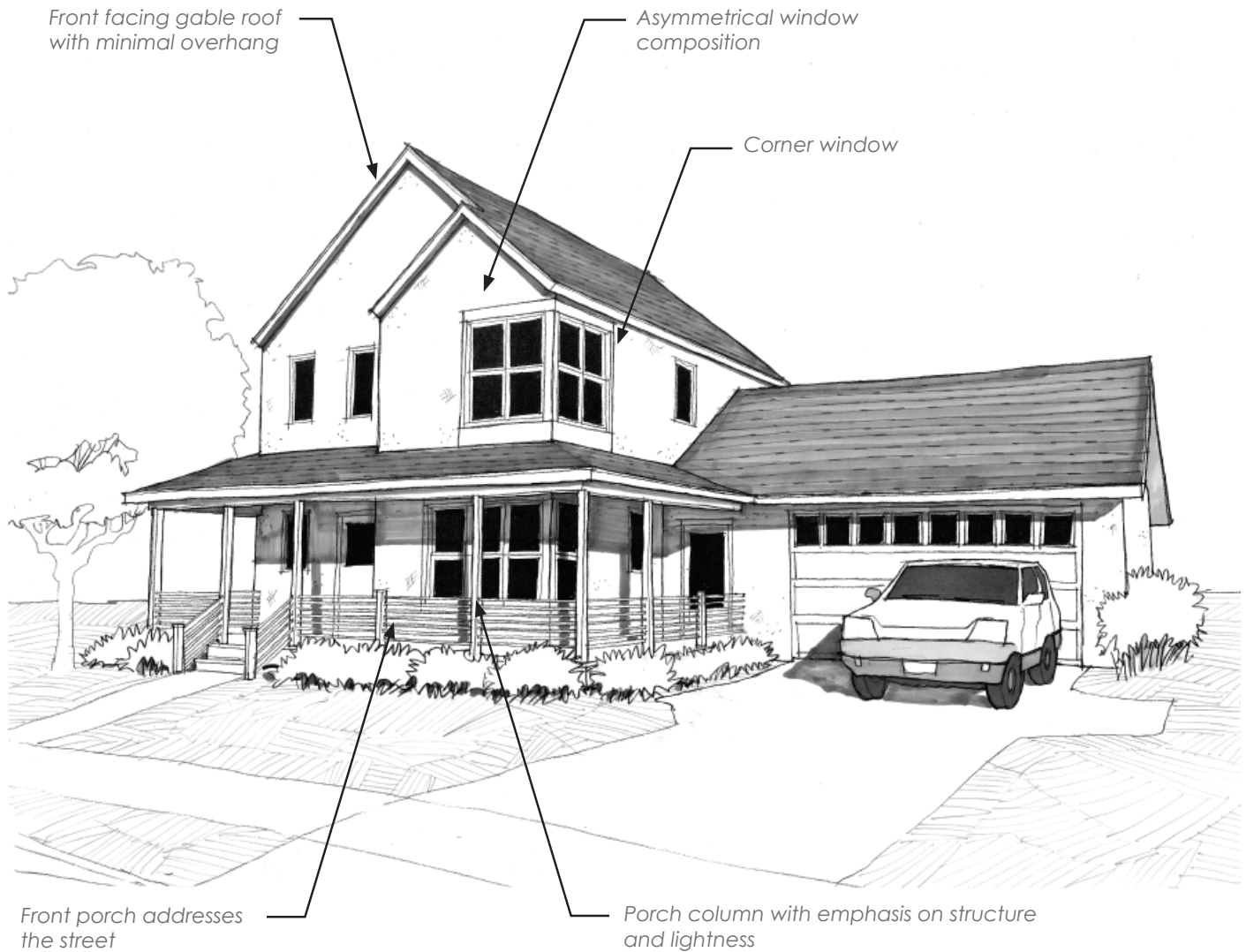
# Oquirrh Point

## Community Structure Plan

### Modern Style

The Modern style is an interpretation of the early 20th century modern architecture in Europe. Pioneers of the modern movement sought to cut ties with traditional styles and achieve a universal aesthetic inspired by the workings of machines. There are many interpretations of modern architecture, but it is the work of northern European architects, such as Alvar Aalto and Eero Saarinen, which emphasized simplicity and subtle architectural expression as opposed to individual experimentation. It is the timeless and classic character of this interpretation of modern architecture that inspired the Modern style.

Common characteristics of the Modern style include simple massing, unassuming details, quiet articulation of doors and windows, and limited, if not zero-overhang, eaves and rakes. These elements support an architectural language that will be appealing when repeated along a block face and will fit with and complement the other styles provided here. The use of special effects, such as unique windows, asymmetrical roof forms, and accent colors, should be restrained to ensure a timeless and universal quality.



The Modern style emphasizes simple forms and minimal ornamentation. The massing is similar to Farmhouse, but the detailing and composition of doors and windows are quite distinct. In general, detailing and the use of materials create a feeling of lightness. Asymmetrical door and window compositions, window walls, and exposed structural elements at porches are characteristic of the Modern style. Horizontal railing is common.

Unlike some interpretations of the Modern style, in which unique building elements are employed and exaggerated

to maximize individual expression, the Modern style values simplicity and restraint. Unique and special elements should be used in moderation to achieve a harmonious neighborhood character.

The example above is one interpretation of the Modern style. There are many possible successful interpretations. All elements shown here, and described in this style, are not required on every building. Elements not listed are prohibited.

# Oquirrh Point

## Community Structure Plan

### Massing

- General massing is similar to the Legacy Farmhouse style and respects the simplicity of basic shapes.
- Overall massing should be simple and emphasize vertical building elements.
- Projecting bays and low-sloping shed roofs are common.
- 1½ to 2-stories are typical, with a main level floor-to-ceiling height of 8-10 feet.

### Roofs:

- Roof forms may include a combination of gable, shed, and hip.
- The main gable is often intersected by other roofs.
- Primary facade gable roof pitches: 6:12 to 12:12
- Secondary hip or shed roof pitches: 3:12 to 8:12
- Roof overhangs: 0 to 12 inches

### Windows & Doors:

- Asymmetrical window compositions are typical.
- Horizontal windows are suitable within compositions if the overall effect is vertical.
- Corner window compositions are common.
- Window walls are common.

- Facades with window wall compositions should be balanced with smaller individual apertures.
- Casement and picture windows are typical.
- Divided lites are not used.
- Wide (4 to 6-inch) exterior trim and cap moldings on windows and doors are typical.
- Unique front doors are common.

### Porch/Entry

- Street-facing porches are encouraged.
- Porches must be covered by a balcony or real roof. Trellis and other decorative roof structures are discouraged.
- Exposed structural elements on porches are common.
- Steel columns and railings are common.

### Detail Elements:

- Minimal details and restrained ornamentation are typical.
- Corner boards and siding that are painted the same color to emphasize mass are common.
- Steel components are common in columns, railings, and fasteners.
- Stucco joints are often expressed in composition with other building elements.



Elevations of a cottage and a larger house at Oquirrh Point. The building designs exemplify how the guidelines of the Modern architectural style can be applied at different scales.

### Examples for Various Interpretations of the Modern Style



Images depict interpretive examples of the architectural style rather than specific execution



# Oquirrh Point

## Community Structure Plan

### Examples for Various Interpretations of the Modern Style



Images depict interpretive examples of the architectural style rather than specific execution



### Prairie Style

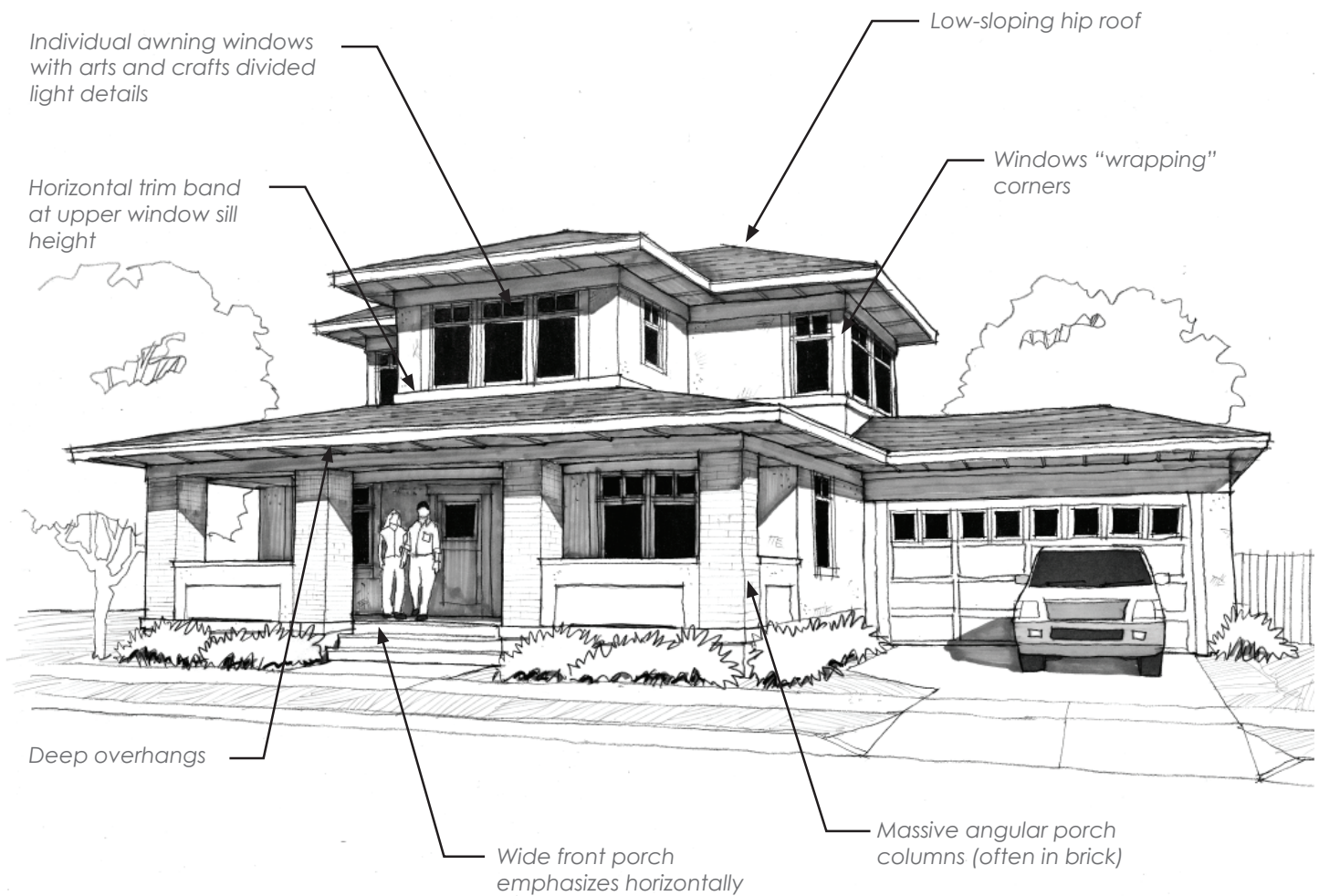
The Prairie style is an architectural response to the flat, expansive, and serene characteristics of the prairie landscape. It was first developed in the Midwest by the American architect Frank Lloyd Wright in the early decades of the 20th century. It was then adopted and further articulated by many designers as a unique architectural style.

In the early 1900's, Wright's office was exploring a unique approach to the Midwestern prairie landscape, which today one might call a regionalist response. Synthesizing regionally appropriate characteristics with elements of the Art Deco movement and even Japanese vernacular Wright created what is now known as the "Prairie Style": clean and quiet detailing meet a unique interpretation of Art Deco's abstract articulation.

The style spread throughout the country due to the use of pattern books and various articles in popular magazines. Various interpretations of the Prairie style have been developed over the years and the style has established its place in urban neighborhoods among other popular American residential architectural styles.

# Oquirrh Point

## Community Structure Plan



The Prairie style is characterized by low, flat building massing, an emphasis on horizontally, the use of continuous bands on the facade, and strong definitions of base, middle band, and roof. The typical primary roof form is a relatively low sloping hip. Secondary roofs over porches or projections from the main building mass are also hipped. Dormers are rarely, if ever, used.

Ornamentation is restrained. Limited expression of masonry details, divided lites in windows and doors, and continuous horizontal bands are characteristic of the prairie style.

Exterior materials typically include brick, stucco and wood. Brick would often be used on the first story with stucco or horizontal wood siding above. Material breaks should occur at the line of the upper level window sills.

The example above is one interpretation of the Prairie style. There are many possible successful interpretations. All elements shown here, and described in this style, are not required on every building. Elements not listed are prohibited.

### Massing

- Low, rectangular forms with an emphasis on horizontally are typical.
- Horizontal bands defined by changes in color and/or material emphasize the base, middle and top of the building mass.
- Horizontal bands (usually at sill and header heights) are continuous across building elements, such as secondary roofs and balconies.
- The base band often extends to the bottom of the second-story sill.

### Roof:

- Low-sloping hip roofs are typical.
- Secondary roofs of porches and projections are also typically hipped.
- Clerestories are common; dormers are rarely used.
- Roofs pitches: 3:12 to 6:12
- Overhangs: at least 30 inches; larger overhangs are typical.

### Porch / Entry

- Porches are often an integral part of the massing, rather than additive components; they sometimes have balconies or shed roofs above.
- Wide porch columns with decorative planters are common.
- Masonry walls are suitable in place of porch railing.

### Windows & Doors

- Windows are typically arranged in compositions, rather than individually placed.
- Horizontal bands of windows are common, as well as windows wrapping corners.
- Arts and Crafts windows with divided lites are common.
- Window and door trim is often integrated into horizontal trim bands wrapping building.
- Half-lite and full-lite doors are common and often decorative. Compositions with side lites are common as well.

### Details

- Building elements with rectilinear emphasis are encouraged; diagonals or curves are discouraged.
- Large, continuous trim under the eave of the primary roof is typical; trim is often integrated into the headers of second-story windows.
- Horizontal elements like sills, porch roof trim, and balconies, are often aligned to emphasize horizontally.
- Angular brick detailing with two to three colors of brick is often expressed on piers and at the top of the base band.

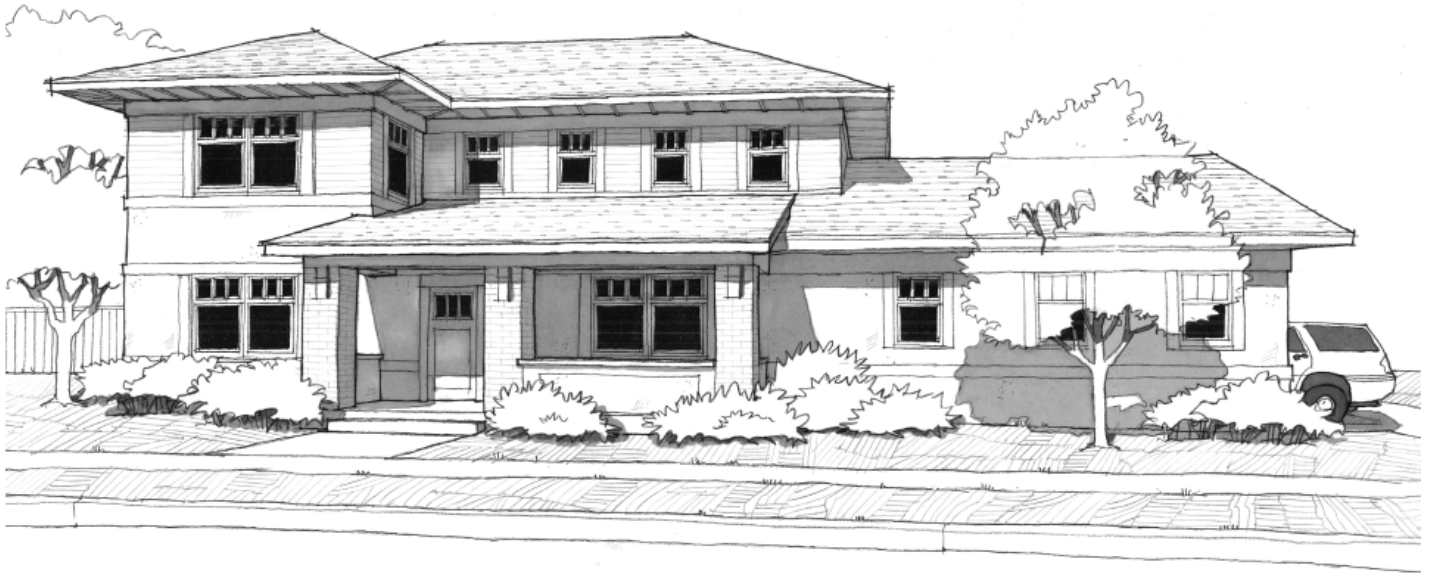


Elevations of a cottage and a larger house at Oquirrh Point. The building designs exemplify how the guidelines of the Prairie architectural style can be applied in different scales.

# Oquirrh Point

## Community Structure Plan

### Examples for Various Interpretations of the Prairie Style



Images depict interpretive examples of the architectural style rather than specific execution



### Examples for Various Interpretations of the Prairie Style



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# Oquirrh Point

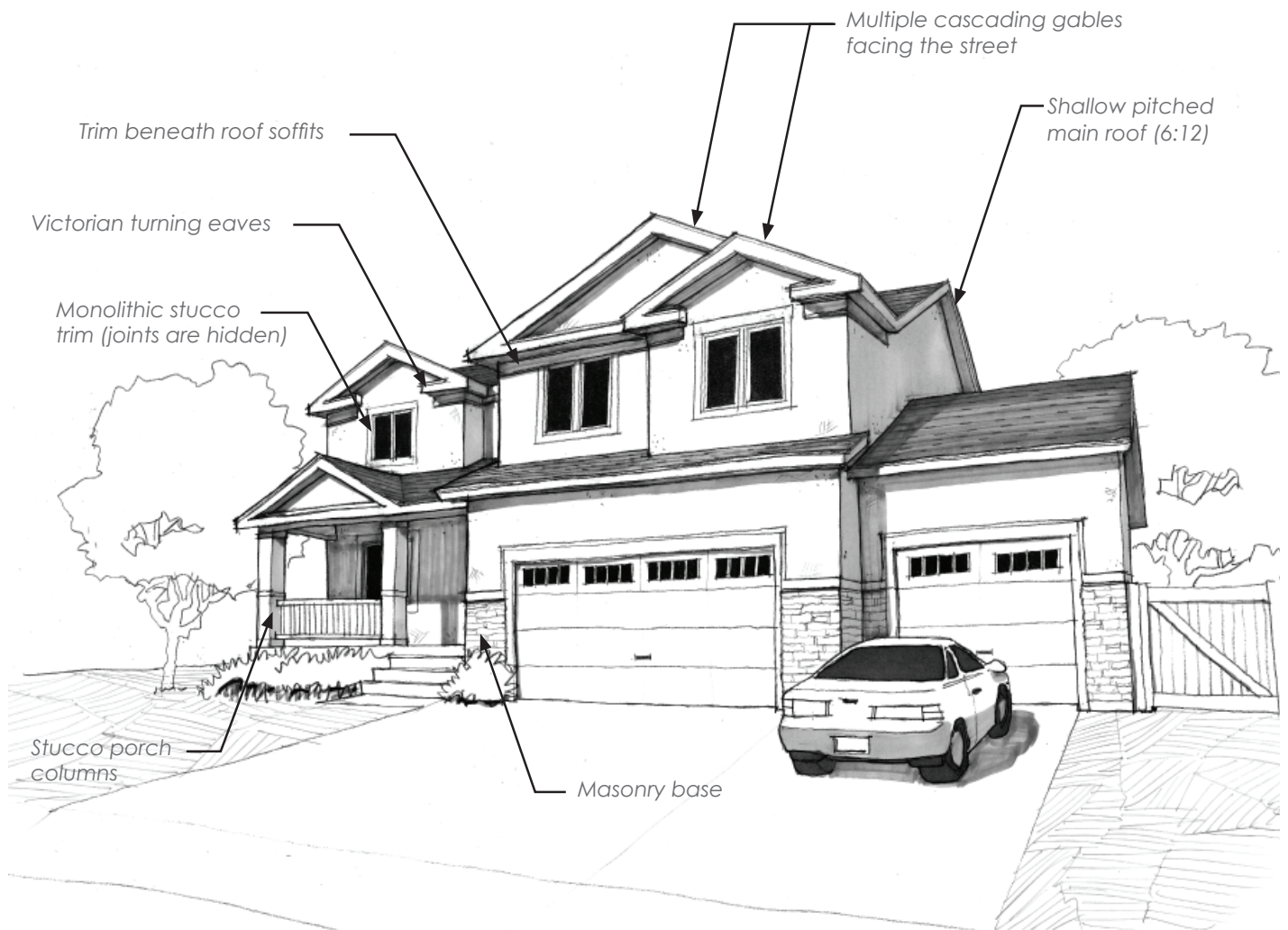
## Community Structure Plan

### Traditional Style

The Traditional style has developed as an architectural style in recent decades to accommodate large family suburban living. It brings together elements of Victorian, Craftsman, and desert architectural styles, all traditionally available in the region. The Traditional accommodates these elements to articulate larger buildings and to create compositions that enhance Utah's suburban context.

The need to access garages from the street with ease and a minimal amount of driveway created solutions where garages are located within the simple footprint of the building. Building articulation occurs with multiple gables and setbacks on the front facade. This composition resembles the family portrait of a large family with each individual expressed by a separate gable and bay. Porches are usually modest and treated as a feature to celebrate the front door. Partial masonry veneer is common.





The Traditional style is characterized by large front elevations with street-facing garages. Multiple gables and bays articulate massing and reduce the scale of the building. Garages are commonly accommodated within the simple footprint of the house. Porches are usually modest. Stucco is the typical exterior material. Partial masonry veneer is common.

There are many possible successful interpretations. All elements shown here, and described in this style, are not required on every building. Elements not listed are prohibited.

# Oquirrh Point

## Community Structure Plan

### Massing

- A simple footprint accommodates street-facing garages.
- Articulation is intensified on the front elevation by means of multiple setbacks and gables.
- Cascading gables are typical.
- Asymmetrical front facade compositions to accommodate garage entrances and the front doors are common.

### Roof

- Low-pitched gables are typical.
- Multiple partial front-facing gables are employed usually on the front.
- Victorian or farm house eaves and rakes are common.
- Roof pitches: 3:12 to 8:12
- Roof overhangs: 12 to 18 inches at rakes and eaves

### Windows & Doors

- Asymmetrical window compositions are typical.
- Vertical and horizontal windows are accommodated within the same facade composition.
- Stucco trim is common.

### Porch / Entry

- Porches are usually modest and treated as a feature to celebrate the front door.
- Large stucco columns, sometimes with masonry base are common.

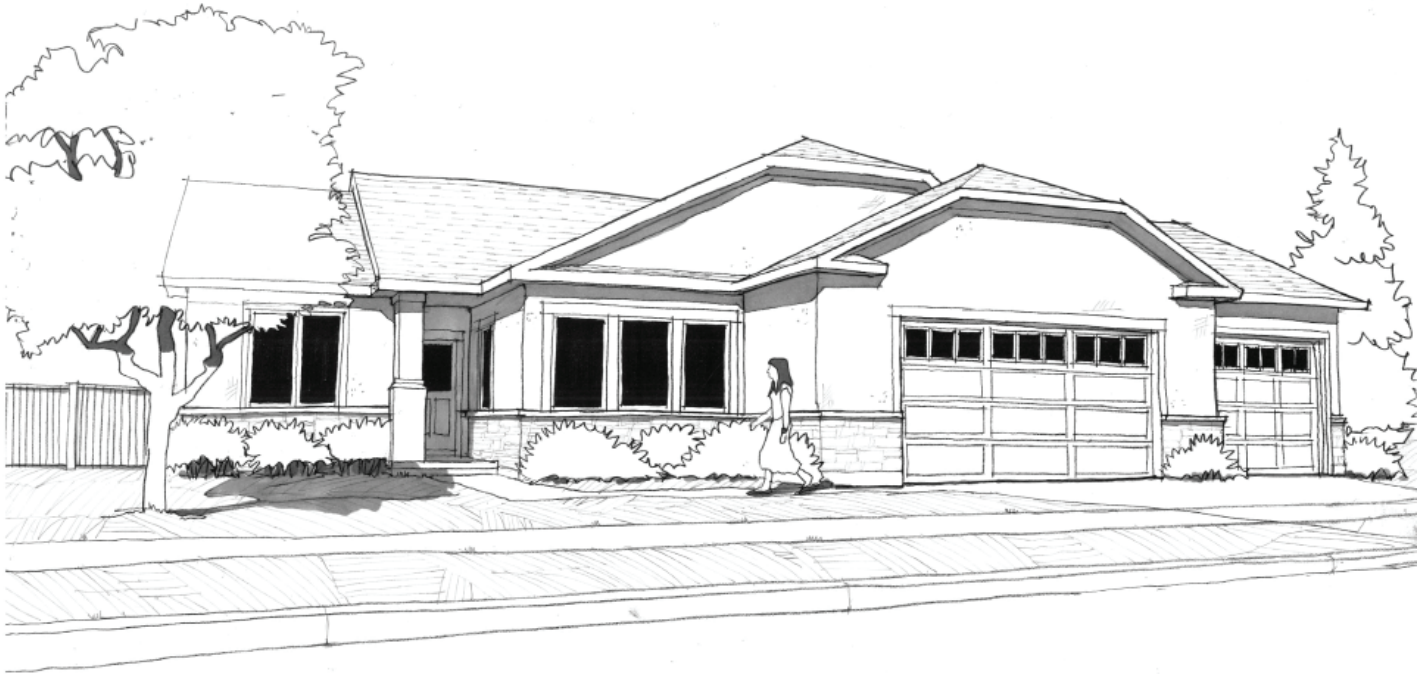
### Details

- Victorian eave returns are common.
- Faux shutters are typical.
- Faux gable vents are typical.

### Materials

- The use of two or three different materials on the exterior is typical
- Wall materials may include stucco and limited masonry veneer to provide base for the elevation.
- On the roof, asphalt shingles are typical.
- Changes of material must occur at an inside corner.

### Examples for Various Interpretations of the Traditional Style



Images depict interpretive examples of the architectural style rather than specific execution



# Oquirrh Point

## Community Structure Plan

### Examples for Various Interpretations of the Traditional Style



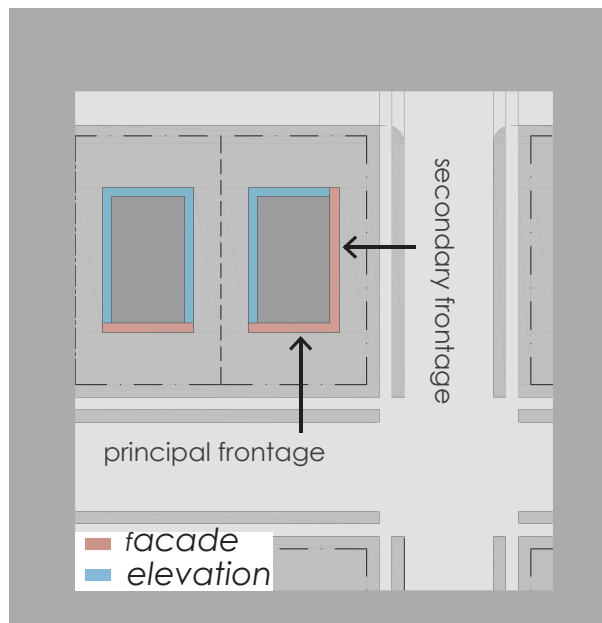
Images depict interpretive examples of the architectural style rather than specific execution

### STREET CHARACTER

- a. Relationship to public realm - Buildings should be oriented to positively define and frame adjacent public streets, and/or public or common spaces, while promoting the collective form of neighborhoods by:
  - i. Matching or complementing adjacent building setbacks;
  - ii. Matching or complementing adjacent building heights and massing;
  - iii. Completing the streetscape pattern of the street they front.
- b. Relationship to neighboring homes – Houses should be designed to relate to their neighbors rather than as a stand-alone building. This design standard can be accomplished by, among other things:
  - i. Orienting the side yards in order to preserve the privacy of the outdoor spaces of both.
  - ii. Modulating side yard and rear yard volumes to provide as much distance as possible between the facades in order to preserve privacy of the outdoor spaces of both.
  - iii. Placing windows (with different sizes) in side and rear yards designed with care and sensitivity for the preservation of privacy between buildings.
- c. Activating the street - Buildings should be designed with frontages that engage the street by providing direct access to the public realm (street or Community Space).

The Oquirrh Point community differentiates between the facade and elevation of buildings. Facades are the vertical portions of the buildings that face public thoroughfares. Elevations are the vertical portions of building not facing onto public thoroughfares. Facades are more highly regulated than elevations.

Lots with secondary frontage will continue the same material treatment from principle frontage facade on the secondary frontage facade.

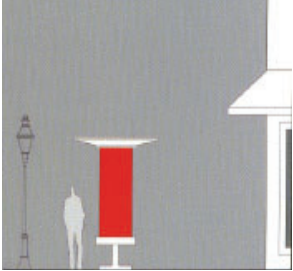

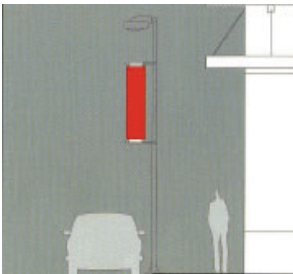



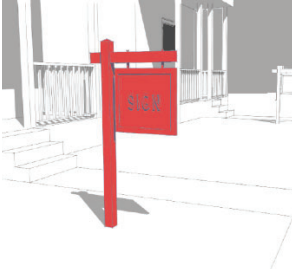

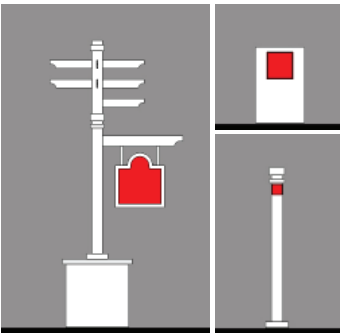
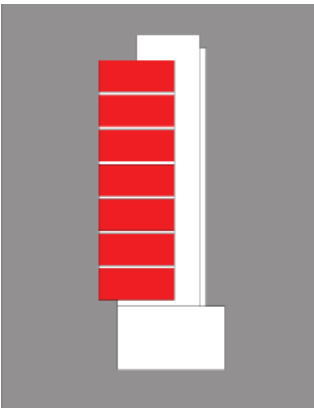


# Oquirrh Point

## Community Structure Plan

### Signage Design Standards

SIGNAGE STANDARDS		
	Specifications	
<b>KIOSK</b> 	Quantity Area Width Height Depth / Projection Clearance Apex Letter Height	1 per block face 24 sf max 4 ft. max 8 ft. max 2 ft. max depth N/A 8 ft. max 12 inch max within sign, 18 in max to identify sign
<b>SIDEWALK SIGN</b> 	Quantity Area Width Height Depth / Projection Clearance Apex Letter Height	1 per business 8 sf max 26 in max 42 in max N/A N/A 42 in max N/A
<b>BANNER</b> 	Notes	Banner signs may be installed on City owned lighting fixtures with a time-limited permit. Size restrictions are determined by the City according to the lighting fixture.
<b>ADDRESS SIGN</b> 	Quantity Area Width Height Depth / Projection Clearance Apex Letter Height	1 per address 2 sf max 24 in max 12 in max 3 in max 4.5 ft. min N/A 6 in max

SIGNAGE STANDARDS		
	Specifications	
<b>YARD SIGN</b> 	Quantity Area Width Height Depth / Projection Clearance Apex Letter Height	1 per Lot max 6 sf max 3 ft. max (not counting post) 2 ft. max (not counting post) N/A 3 ft. to sign edge min 6 ft. to top of post max 8 in max
<b>ENTRY ICON/FEATURES</b> 	Quantity Area Width Height Depth / Projection Clearance Apex Letter Height	1 per vehicular entrance max Sign - 49 sf max Sign - 7 ft. max Sign - 7 ft. max N/A N/A Sign - 8 ft. max N/A
<b>WAYFINDING</b> 	Notes	Wayfinding signs are not subject to specific regulations on quantity, size, or design. They are permitted in the public realm where managed by the city and on private non-residential properties consisting of multiple buildings. Where on private lots wayfinding signs should be sized for pedestrian legibility, consult with the Planning Department.
<b>PYLON SIGN</b> 	Quantity Area Width Height Depth / Projection Clearance Apex Letter Height	1 per block Sign - 150 sf max* Sign - 10 ft. max* Sign - 25 ft. max N/A N/A Sign - 25 ft. max N/A *Sign width does not include foundation or base sizing

# Oquirrh Point

## Community Structure Plan



### Lighting Design Standards



Public lighting in parking lots and along the peripheral arterial roadways, Erda Way and SR-36, will comply with existing lighting standards. Lighting for all public and private thoroughfares internal to Oquirrh Point will comply with the standards contained in the table below.

Only cut-off fixtures are permitted. No uplight for area and street lighting is allowed, thus reducing glare, light trespass, and preserving dark skies. Lumen levels should not exceed 1.25 foot candles, or 3,500 base foot candles per site. Lighting may be used for safety and convenience,

although, after curfew, most lighting should be reduced as activity levels decline.

Uplighting from low-voltage landscape light fixtures is permitted to illuminate vegetation, tree canopy and architectural interest. The term low voltage landscape and architectural lighting, for the purpose of these standards, refers to permanently installed outdoor lighting fixtures operating at 12 volts or less, which illuminate landscape environments and exterior structures.

PUBLIC LIGHTING		
TYPE	HEIGHT	SPACING
<div>COLUMN</div> 	10 - 14 ft.	300 ft. on center min.
	10 - 14 ft.	300 ft. on center min.
	12 - 16 ft.	200 ft. on center min.
<div>POST</div> 	8 - 10 ft.	300 ft. on center min.
	10 - 14 ft.	200 ft. on center min.

TYPE	SIZE/HEIGHT	SPACING
<div>WALL-MOUNT</div> 	Appropriate to achieve proper architectural scale	Opportunistic
<div>BOLLARD</div> 	3 ft. max.	20 ft. on center min.



This graphic demonstrates how cut off fixtures are used to reduce light pollution

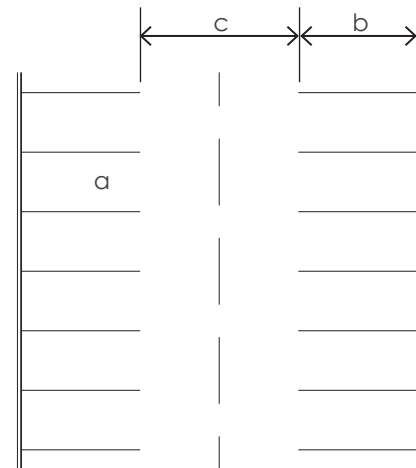
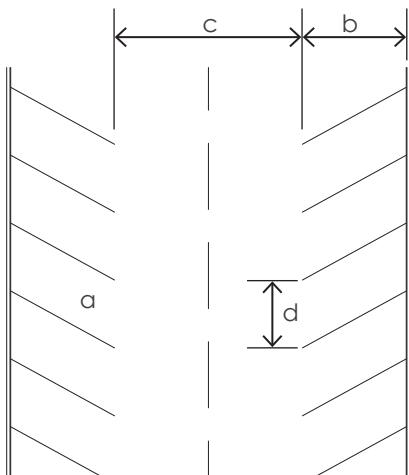
### Parking Standards

The number of required parking stalls is based on Tooele County Land Use code and differs based on land use and housing product type. Oquirrh Point will provide the total

required number of parking stalls within each land use district based on the land use code. See table below.

COMMUNITY PARKING STANDARDS	
Land Use	Required Parking
General Office	2.79 space per 1,000 sf. of gross floor area
General Commercial	4 spaces per 1,000 sf. of gross floor area
Single Family Housing	2 off street spaces per dwelling unit
Multi Family Housing	2 off street spaces per dwelling unit

ON AND OFF-STREET PARKING CONFIGURATION				
Angle x	Stall width a	Stall Depth b	Aisle Width c	Skew Width d
90	9'	18'	24' min.	
60	9'	18'	18'	9.8'
45	9'	18.75'	11'	12'
30	9'	16.5'	12'	17'
0	8.5'	22'	11.5'	





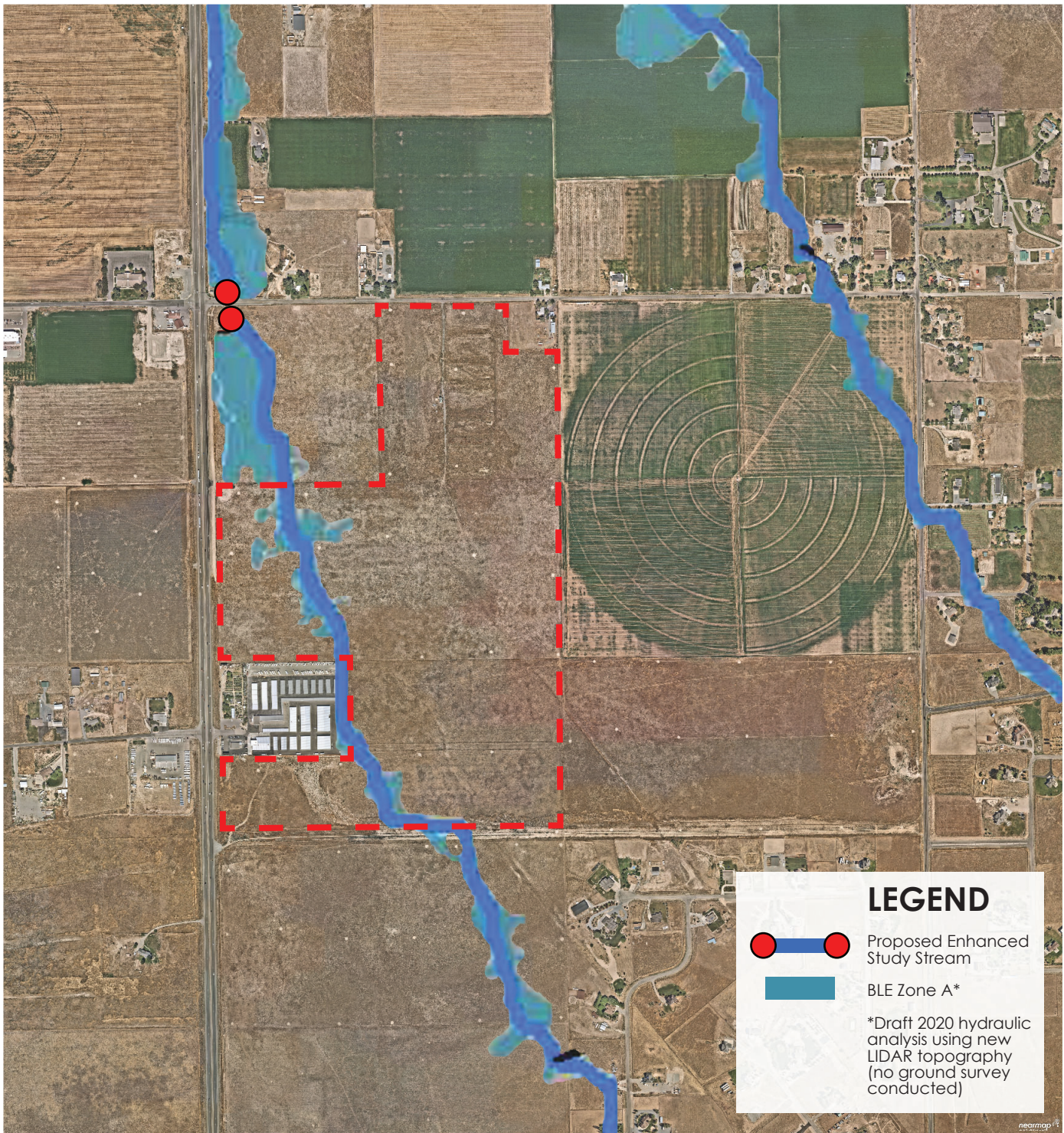
# Oquirrh Point

## Community Structure Plan

### Existing Natural Features

The Oquirrh Point site is currently open rangeland and has no tree cover, rock outcroppings.

According to the recent FEMA Map updates the drainages or water features on site area as follows





### Community Open Space

#### Introduction

The typical approach for providing open space in a conventional suburban neighborhood usually requires a percentage total of the gross land area be set aside for open space. While this approach can work well, there are ways in which this general standard can result in providing land that is labeled as open space but fails to contribute a lasting benefit to residents.

The approach that was undertaken with the development of Oquirrh Point establishes a minimum open space threshold requirement for the neighborhood, but also assures outcomes as to what type of open space will be provided.

The goals for providing open space within this neighborhood consist of the following:

- Create neighborhood gathering places
- Open space system within the neighborhood based on a hierarchy of activity (active -vs- passive), programming (formal -vs- informal), and users (children, teenagers, adults)
- Distribution/proximity of open space within a short walking distance of every home
- Open space to provide dual purpose(s) with ecological functions (when appropriate)

#### Open Space Types

Delineating open space types helps distinguish the general use of each open space and increases usable open space as the types differentiate end goals of each amenity. Amenities may fit into multiple open space types. Descriptions of each open space type are as follows:


- **Aesthetic** – this open space type is meant to preserve views, maintain historic or rural character, increase community interest, or signify entrance of a location.
- **Recreational** – this open space type is for active and passive recreation uses.
- **Historical** – historical open space types are meant to protect or promote historic locations, buildings, and features.
- **Connective Link** – this type is specific to connectivity of various modes and is intended to join source locations to destination locations.
- **Buffer** – this open space type's primary use is to separate non-compatible land uses or establish boundaries for development.
- **Environmental** – the environmental open space type is established to conserve wetlands, agricultural land, critical habitats, wildlife preserves, and other sensitive lands.

#### Open Space Categories

The open space categories below illustrate how the Open Space/ Recreation amenities are categorized and give an overview of their general character, type, classification, location, size, and spacing.

# Oquirrh Point

## Community Structure Plan

COURTYARD	
	GENERAL CHARACTER
	TYPE
	Aesthetic, Recreation
	CLASSIFICATION
	Public, Semi-Public, Private
	LOCATION
	Locations Supported by Adjacent Use Pattern
	SIZE
	600 - 6,000 SF
	SPACING
	75+ Attached Unit Communities, or Medium+ Retail / Office Properties

**Courtyard** – A courtyard is a developed space that offers a variety of opportunities for public, semi-public and private gatherings. Courtyards provide a more intimate spatial experience apart from the streets within the more urban, higher intensity areas. They can be formal, paved spaces framed by buildings or restful, garden spaces that can be experienced visually from within building spaces such as offices, retail shops or residences. Building frontages, walls or fences typically define these spaces with a mix of hardscape and planting surfaces dependent upon location and expected use patterns. Shade and heating units should be provided to extend the seasonal use for gatherings or dining, with various forms of seating.

GREEN	
	GENERAL CHARACTER
	TYPE
	Aesthetic, Recreation, Connective Link
	CLASSIFICATION
	Public, Private
	LOCATION
	Centralized location within a specific community
	SIZE
	11,000 SF – 2 Acre
	SPACING
	75+ Unit Communities, or Large Retail / Office Areas

**Green** – A Green is a public community space available for civic purposes, commercial activity, unstructured recreation and other passive uses. Greens are primarily naturally landscaped with many shaded places to sit. The space may include thoughtful open lawn areas, paths, civic elements, fountains or open shelters. Greens are typically adjacent to a public right of way and are spatially defined by buildings which front onto this space.


### POCKET PARK

	GENERAL CHARACTER
	TYPE
	Aesthetic, Recreation
	CLASSIFICATION
	Public, Private
	LOCATION
	Within Neighborhoods Near Road and Trail Access
	SIZE
	20,000 SF – 1 Acre
	SPACING
	Within 1/4 Mile of Each Residential Unit

\* Each residential unit should be within 1/4 mile of a pocket park, neighborhood park, or regional park.

**Pocket Park** – Small and frequently dispersed throughout the community, these infill spaces support passive recreation that ensures walkable green space access for everyone within the immediate neighborhood. They may contain specialized facilities that serve a specific demographic or limited population or group such as tots, pets or senior citizens. Thematic elements and uses may be determined by the needs of the target demographic or the nature of the location within the community. Pocket Parks must be adjacent to a public right of way and be fully developed and maintained as finished recreational open spaces. Native landscapes and natural areas do not constitute a Pocket Park.

### NEIGHBORHOOD PARK

	GENERAL CHARACTER
	TYPE
	Aesthetic, Recreation, Environmental, Buffer
	CLASSIFICATION
	Public, Private
	LOCATION
	Typically within Residential Communities
	SIZE
	2 – 10 Acre
	SPACING
	Within 1/4 Mile - 1 Mile of Each Residential Unit

\* Each residential unit should be within 1/4 mile of a pocket park, neighborhood park, or regional park.

**Neighborhood Park** – The neighborhood park remains the basic unit of the local open space system and serves as the recreational and social focus of the neighborhood. The focus is on informal active and passive recreation. The park should be centrally located within the neighborhood and may function as the recreational hub of adjacent neighborhoods. These parks are frequently developed adjacent to civic uses such as an elementary school.

Parks should be connected to the greater community through multi-use pathways or trails. Parks should also be adjacent to a public right of way on at least one side, with a minimum of 25% of the total park perimeter on a street.

# Oquirrh Point

## Community Structure Plan

REGIONAL PARK	
	GENERAL CHARACTER
	TYPE
	Aesthetic, Recreation, Environmental, Buffer
	CLASSIFICATION
	Public
	LOCATION
	Near Important Intersections, or Community / Civic Buildings
	SIZE
	11 – 100+ Acre
	SPACING
	Within 3 Miles - 5 Miles of Each Residential Unit*




\* Each residential unit should be within 1/4 mile of a pocket park, neighborhood park, or regional park.

**Regional Park** – Regional parks are diverse in nature, serving a broader purpose than the neighborhood or pocket park. While there may be overlap in amenities within these park categories, the focus of a regional park is meeting regionally-based recreation, athletic, and open space needs. These parks should be centrally located within the greater region and should function as the recreational hub for the region. Regional parks should be connected to the region through multi-use pathways, trails, and streets with a minimum of 50% of the total park perimeter on a street.

PLAZA	
	GENERAL CHARACTER
	TYPE
	Aesthetic, Historic, Connective Link
	CLASSIFICATION
	Public, Private
	LOCATION
	Important Intersections, Vista Termini, or Entrances to Community / Civic Buildings
	SIZE
	4,000 – 1 Acre
	SPACING
	N/A




**Plaza** – A plaza is a more urbanized public community space that offers opportunities for civic gathering. Plazas add to the vibrancy of streets within the more urban, higher intensity areas. They create formal community spaces available for civic purposes and commercial activity. These spaces are typically defined by building frontages and contain a mix of hardscape and planting areas with various types of seating and trees provided for shade.



SPECIAL USE	
  	GENERAL CHARACTER
	TYPE
	Aesthetic, Recreation, Environment, Historic
	CLASSIFICATION
	Public, Private
	LOCATION
	Varies
	SIZE
	Varies
	SPACING
	N/A

**Special Use** – This category covers a broad range of parks and recreation facilities oriented toward single purpose uses. Special uses generally fall into three categories: Historic/Cultural/Social Sites (ex. Historic areas, performing arts parks, arboretums, ornamental gardens, indoor theaters, churches, public buildings and amphitheaters). Recreation facilities (i.e., either specialized or single-purpose facilities) fall into this category, for example, community centers, senior centers, hockey arenas, golf courses, campgrounds, skate and water parks. Frequently, community buildings and recreational facilities are located within parks.

Community and they are not a commercial or agricultural use. Appropriate irrigation sources must be provided, and the garden must be locally managed and maintained. Seasonal farmer's markets may occur in these spaces.



MULTI-USE PATH	
  	GENERAL CHARACTER
	TYPE
	Aesthetic, Recreation, Connective Link
	CLASSIFICATION
	Public, Private
	LOCATION
	Drainage/Road Corridors and Between Open Spaces and Communities
	SIZE
	Minimum Paved Width 10 FT
	SPACING
	N/A

**Multi Use Path** – A multi-use path is an improved linear public transportation and recreation corridor that accommodates two or more users on the same, undivided pathway. Path users could include pedestrians, bicyclists, skaters, etc. A multi-use path frequently provides an important place for active recreation and creates a connection to regional paths and biking trails. Multi-use paths should be clearly defined with refined paving materials that provide for safe use and low maintenance.

Pedestrian amenities add to recreational opportunities, and may include drinking fountains, scenic viewpoints, fitness stations, bike repair stations, and directional signs. These elements may be spread along the pathway or grouped in high use areas.




# Oquirrh Point

## Community Structure Plan

NATURAL OPEN SPACE & GREENWAYS	
 	GENERAL CHARACTER
	TYPE
	Aesthetic, Recreation, Environmental, Buffer
	CLASSIFICATION
	Public, Private
	LOCATION
	N/A
	SIZE
	N/A
	SPACING
	N/A

**Natural Open Space and Greenways** – Natural open space or greenway areas may occur at the edges of the rural neighborhoods or serve as boundaries to development. These may be areas of hillsides, forests, rangelands, or agricultural land that lies outside of the development limits.

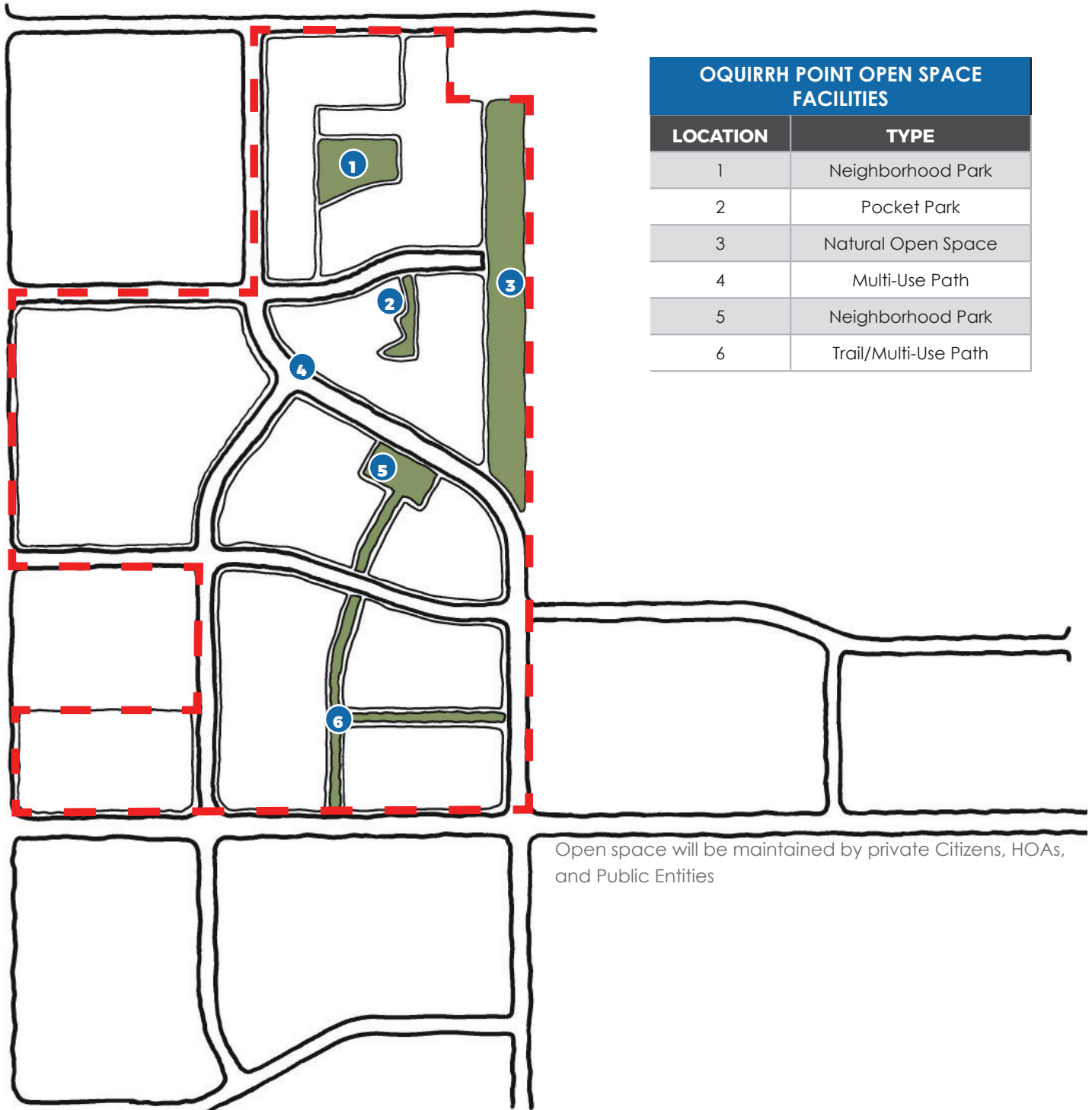
Selection of an area for preservation may not be required by legislation or ordinance but may be preserved through formal open space or preservation easements or by definition within a development agreement. Trails or raised trails may occur in these areas with low impact paving materials so there is minimal disturbance to the existing landforms and vegetated patterns. Developed trail heads at key locations may contain parking and other facilities to support recreational opportunities.

TRAIL	
  	GENERAL CHARACTER
	TYPE
	Aesthetic, Recreation, Historic, Connective Link
	CLASSIFICATION
	Public
	LOCATION
	Drainage Corridors and Natural Open Space Areas
	SIZE
	Minimum Clear Surface Width 6 FT
	SPACING
	N/A

**Trail** – A trail is an unimproved, or semi-improved, linear public transportation and recreation corridor that traverses more natural areas or connecting corridors. Trails could include pedestrians, bicyclists, and equestrian users. A trail provides an important place for active recreation and serves as the backbone for regional non-vehicular connectivity.

Pedestrian amenities add to recreational opportunities, and may include drinking fountains, scenic viewpoints, fitness stations, bike repair stations, parks, and directional signs. These elements may be spread along the pathway or grouped in high use areas.

### Open Space Plan







RECORDING REQUESTED AND  
WHEN RECORDED, RETURN TO:

Oquirrh Point Development LC  
Attn: Joe Colosimo  
333 East Coventry Way  
Erda, UT 84074

**SECOND AMENDMENT TO  
MASTER DEVELOPMENT AGREEMENT  
FOR  
OQUIRRH POINT  
A MASTER PLANNED COMMUNITY**

THIS SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT FOR OQUIRRH POINT: A MASTER PLANNED COMMUNITY (this “**Second Amendment**”) is made and entered into effective this 31 day of August 2022, by and between Erda City, a Utah municipality (“**Erda City**”), and Oquirrh Point Development LLC, a Utah limited liability company (“**Master Developer**”) (collectively, the “**Parties**”).

**RECITALS**

A. Tooele County, a political subdivision of the State of Utah and Master Developer entered into that certain MASTER DEVELOPMENT AGREEMENT FOR OQUIRRH POINT: A MASTER PLANNED COMMUNITY dated November 4, 2021 (the “**Original Agreement**”).

B. On January 3, 2022, the Office of the Lieutenant Governor of the State of Utah issued a Certificate of Incorporation for Erda City and as a result all the real property covered by the Original Agreement was made a part of Erda City.

C. On April 7, 2022, Erda City and Master Developer entered into an amended agreement (“**Original Agreement as Amended**”) because among other things Utah Code Annotated §10-9a-509(1)(d) provides that the incorporation of Erda City did not affect the validity of the Original Agreement, except that Erda City (and not Tooele County) is now the applicable governmental authority in the Original Agreement.

D. The parties now desire to amend the Original Agreement as Amended.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Erda City and Master Developer hereby agree as follows:

## TERMS

1. **Acknowledgement and Acceptance of the Original Agreement as Amended.** Erda City acknowledges that the Original Agreement as Amended is in full force and effect with respect to the Property.

2. **Section 5.1.** Section 5.1 is hereby deleted and replaced with the following:

5.1. Residential Units/Intended Uses; and Commercial Uses. At Build out of the Property, Master Developer shall be entitled to have developed the Residential Dwelling Units and to have developed the other Intended Uses as specified in the Master Plan. Therefore, the County, in accordance with this paragraph and the Master Plan, hereby agrees that Master Developer is vested with, and granted herein the right to develop 1,260 equivalent residential units, and 750,000 sq. ft. of Commercial and non-residential space, per the Master Plan subject to compliance with the County's Vested Laws.

At least 10% of all Residential Dwelling Units (at least 126 units) will be designated and made available to the public as "moderate-income housing," meaning that the monthly cost of buying or renting those residential units (plus \$250 per month for utilities, if utilities are to be paid by the occupier of the home) will be no greater than 30% of the household income of those making 80% or less of the area median income (the "AMI") as determined yearly by HUD. A deed restriction will be recorded against these equivalent residential units indicating that they have been designated as moderate-income units and that they cannot be rented or sold to or purchased or rented by any person(s) that makes more than 80% of the AMI. The number of deed restricted affordable housing units will be included in each phase. Each deed restriction shall expire 20 years after the first occupancy of the unit unless an earlier expiration is authorized by the Council. While a deed restriction is in place, the owners of that deed restricted housing unit may realize no more than 3% appreciation for each twelve months of their ownership.

3. **Exhibit A – description of the Property.** The property subject to this Second Amendment is described in the attached hereto and made a part hereof.

4 **Original Agreement as Amended.** All other provisions of the Original Agreement as Amended remain unchanged.

IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to be signed, sealed and delivered as of the day first written above.

ERDA CITY  
A Utah Municipality

By: Jess Bird  
Jess Bird, Erda City Chairman

ATTEST

By: Jennifer Poole  
Name: Jennifer Poole  
City Recorder

APPROVED AS TO FORM

By: John Brems  
John Brems, Erda City Attorney

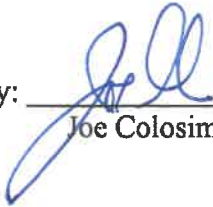
STATE OF UTAH                    )  
  :s  
COUNTY OF TOOELE         )

On this 25th day of August, 2022, Jess Bird personally appeared before me who being by me duly sworn, did say that he is the Erda City Council Chair and that Erda City is a political subdivision of Utah and that said instrument was signed in behalf of Erda City by authority of its governing body and said Jess Bird acknowledged to me that Erda City executed the same.



Jennifer Poole  
NOTARY PUBLIC  
Residing at: 221 W. 370 N. Tooele UT 84074

MASTER DEVELOPER  
Oquirrh Point Development LLC

By:   
Joe Colosimo, Manager

STATE OF UTAH SM )  
Salt Lake :S  
COUNTY OF ~~TOOELE~~ )

On this 31 day of August 2022, Joe Colosimo personally appeared before me who being by me duly sworn, did say that he is the manager of Oquirrh Point Development LLC and that said instrument was signed in behalf of Oquirrh Point Development LLC by authority of its governing body and said Joe Colosimo acknowledged to me that Oquirrh Point Development LLC executed the same.



  
NOTARY PUBLIC  
Residing at: Salt Lake City, UT



## **Exhibit A**

### **Legal Description of the Property**

#### **[OVERALL BOUNDARY DESCRIPTION OF ENTIRE PROPERTY.]**

05-050-0-0010

BEG AT NE COR OF SE1/4 OF NW1/4 OF SEC 34, T2S, R4W, SLB&M, TH S 1287 FT, W 58 FT, N 147 FT, W 100 FT, S 147 FT, W 1030 FT, TH N 627 FT, TH W 132 FT, N 660 FT, TH E 1320 FT TO BEG ---SUB R/W OF INGRESS AND REGRESS OVER AND ACROSS SD PPTY AS DESC IN THAT CERTAIN WD AS REC IN BK 249 AT PG 44 AS ENTRY NO 005088 OF OFFICIAL RECDs ---EXCEPTING THEREFROM THAT PORTION THEREOF INCLUDED IN ROADS. 36.97 AC

05-050-0-0018

BEG 33 FT S & 361.5 FT W OF CENTER SEC 34, T2S, R4W, SLM, ON S LI CO RD, S 361.5 FT, E 361.5 FT, S 925.5 FT, W 1320 FT, N 1287 FT, E 958.5 FT TO BEG, CONT 36 AC 36.00 AC

05-050-0-0033

S 1/2 OF SW 1/4, SEC 34, T2S, R4W, SLB&M ---EX 1.00 AC IN RD ---LESS 2.96 AC TO UDOT #220557 THRU #220559 932/84-89 (STATE HWY 36 R/W) (BALANCE OF 5-50-15 AFTER PT TO UDOT FOR 2005 YEAR.) 76.04 AC

03-007-0-0039

BEG AT A PT WHICH LIES S 00° 24'08" E ALG THE W LI OF THE NW 1/4 OF SEC 3, T3S, R4W, SLB&M, A DIST OF 670.59 FT AND N 89°40'40" E 131.05 FT FROM THE NW COR OF SD SEC 3, SD PT BEING ON THE E R/W LI OF STATE ROAD 36; AND RUN TH N 89°40'40" E 248.45 FT; S 00°24'08" E 452.18 FT S 89°40'10" W 248.52 FT TO SD E R/W LI; TH N 00°23'39" W ALG SD E R/W LI 452.54 FT TO THE POB. (BALANCE OF 3-7-26 FOR 2008 YR) 2.58 AC---LESS 0.144 AC TO TOOELE COUNTY(#346109). BALANCE OF 3-7-28 AFTER 3-7-29 FOR 2011 YEAR. 2.436 AC---TOGETHER WITH THE ADJACENT PORTION OF THE NORTH 100 FEET IN THE EASTERNMOST PORTION OF THE CORRIDOR FROM DROUBAY ROAD TO SR-36. (ORDINANCE 2013-14 ENTRY # 389362) OUT OF 3-7-29, 3-7-32 AND ROAD FOR 2014 YEAR. 3.138 AC

03-007-0-0038

BEG AT A PT WHICH LIES S 00° 24'08" E ALG THE W LI OF THE NW 1/4 OF SEC 3, T3S, R4W, SLB&M, A DIST OF 670.59 FT AND N 89°40'40" E 379.50 FT FROM THE NW COR OF SD SEC 3, AND RUN TH N 89°40'40" E 660.00 FT S 00°24'08" E 454.54 FT S 89°40'10" W 660.00 FT N 00°24'08" W 454.54 FT TO THE POB. OUT OF 3-7-16 FOR 2008 YEAR. 6.87 AC---LESS 0.192 AC TO TOOELE COUNTY.(#346109). BALANCE OF 3-7-27 AFTER 3-7-29 FOR 2011 YEAR. 6.688 AC---TOGETHER WITH THE ADJACENT PORTION OF THE NORTH 100 FEET IN THE EASTERNMOST PORTION OF THE CORRIDOR FROM DROUBAY ROAD TO SR-36. (ORDINANCE 2013-14 ENTRY # 389362). OUT OF 3-7-31, 3-7-29 AND ROAD FOR 2014 YEAR. 8.236 AC

03-007-0-0037

RECORDING REQUESTED AND  
WHEN RECORDED, RETURN TO:

Oquirrh Point Development LC  
Attn: Joe Colosimo  
333 East Coventry Way  
Erda, UT 84074

**FIRST AMENDMENT TO  
MASTER DEVELOPMENT AGREEMENT  
FOR  
OQUIRRH POINT  
A MASTER PLANNED COMMUNITY**

THIS FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT FOR OQUIRRH POINT: A MASTER PLANNED COMMUNITY (this “**First Amendment**”) is made and entered into effective this 7<sup>th</sup> day of April, 2022, by and between Erda City, a Utah municipality (“**Erda City**”), and Oquirrh Point Development LLC, a Utah limited liability company (“**Master Developer**”) (collectively, the “**Parties**”).

**RECITALS**

A. Tooele County, a political subdivision of the State of Utah and Master Developer entered into that certain MASTER DEVELOPMENT AGREEMENT FOR OQUIRRH POINT: A MASTER PLANNED COMMUNITY dated November 4, 2021 (the “**Original Agreement**”).

B. On January 3, 2022, the Office of the Lieutenant Governor of the State of Utah issued a Certificate of Incorporation for Erda City and as a result all the real property covered by the Original Agreement was made a part of Erda City.

C. Utah Code Ann. §10-9a-509(1)(d) provides that “[a] subsequent incorporation of a municipality or a petition that proposes the incorporation of a municipality does not affect a land use application approved by a county in accordance with Section 17-27a-508.”

D. The parties now desire to amend the Original Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Erda City and Master Developer hereby agree as follows:

**TERMS**

1. **Incorporation of Recitals and Exhibits and Definitions.** The foregoing Recitals and the attached Exhibits are deemed to be correct and are hereby incorporated into this First Amendment.

Any capitalized terms used in this First Amendment, but not defined herein shall have the meaning ascribed to such term in the Original Agreement, with the exception that all references to Tooele County, a political subdivision of the State of Utah in the original Agreement are hereby deleted and replaced with references to Erda City.

2. **Acknowledgement and Acceptance of the Original Agreement.** Erda City acknowledges that the Original Agreement is in full force and effect with respect to the Property and that the Original Agreement has not been modified, supplemented, or amended in any way, except as modified herein. Except as provide herein Erda City now assumed all rights and obligations of the County under the Original Agreement. Erda City and Master Developer each acknowledge and represent to the other that the Original Agreement is binding upon themselves and that the other is not in default of the Original Agreement as of the date that they entered into this First Amendment.

3. **Section 5.7.1.** Section 5.7.1 is hereby deleted and replaced with the following:

“Master Developer agrees to assume all County obligations related to the intersection of SR 36 and 33<sup>rd</sup> Parkway identified in MOU, Exhibit D of the Original Agreement. If it is necessary to acquire additional property from third parties to perform the obligations in the preceding sentence, then the Master Developer shall acquire and pay for that additional property and Erda City agrees to accept the acquired property as a public right of way.”

4. **Section 5.7.2.** Section 5.7.2 is hereby deleted and replaced with the following:

“Master Developer agrees to assume all County obligations related to the 33<sup>rd</sup> Parkway as set forth in the Exchange Agreement, Exhibit E of the Original Agreement. If it is necessary to acquire additional property from third parties to perform the obligations in the preceding sentence, then the Master Developer shall acquire and pay for that additional property and Erda City agrees to accept the acquired property as a public right of way.”

5. **Section 5.10.** Section 5.10 is hereby deleted and replaced with the following:

**“Donation of Real Property for Municipal Purposes.** Within thirty days of Erda City’s approval of Master Developer’s second final plat in the Project, Master Developer shall dedicate to Erda City two parcels of real property with each parcel being at least three acres in size. The first parcel shall be for a new city hall and shall be located in Pod E with adequate access to 33<sup>rd</sup> parkway. The second parcel shall be located anywhere within Erda City and shall have at least 200 feet of frontage on a Erda City public road. It is anticipated that the second parcel will be used as a public works yard, however, the City will not be required to use the second parcel for such purpose. The acreage of the two parcels will both be calculated as the open space to the extent provided in the PC Zone

6. **Section 16.4.1.** Is hereby deleted and replaced with the following:

**“Legal Remedies.** If Erda City (a) challenges the enforceability of the Original Agreement or this First Amendment or uses Erda City funds to challenge the enforceability of the Original Agreement or this First Amendment, (b) accepts payment from any third party to challenge the enforceability of the Original Agreement or this First Amendment, or (c) outsources, assigns, or coordinates with any third party to challenge the enforceability of the Original Agreement or this First Amendment, then Master Developer may exercise all rights and seek any and all remedies available in law or equity and in equity, including, but not limited to, injunctive relief, specific performance and/or damages. All other disputes between Erda City and Master Developer concerning the Original Agreement or this First Amendment will be submitted to binding arbitration with not more than thirty days from notice for the arbitration to take place. The arbitrators award will be limited to injunctive relief and specific performance (including, a possible order for Master Developer to make payments called for in the MDA) and the parties waive the right to any and all monetary damages provided, however, the substantially prevailing party will be entitled to an award or legal fees and costs

7. **Exhibit A – description of the Property.** Exhibit A is hereby deleted and replaced with Exhibit A-1, which is attached hereto and made a part hereof.

8. **Exhibit B: Note.** The Note at the top of Exhibit B of the Original Agreement is hereby deleted and replaced with the following:

“Note: The portion of the Property directly south of Droubay Farms (parcel id:05000005) between Droubay Farms and 33<sup>rd</sup> Parkway will be used solely for (1) open space, (2) five-acre or bigger residential lots, (3) church uses, (4) civic uses, or (5) a combination of the proceeding that do not necessarily need to comply with the configuration shown below.”

9. **Exhibit C.** Exhibit C of the Original Agreement is hereby deleted and replaced with Exhibit C-1.

10. **Payments to Erda City.** Each of the payments set forth below will only become due if the applicable appeal period for the referenced event lapses without a successful appeal or a referendum petition being certified, and in such an event the payment will be due within one week of the lapse of the later of the applicable appeal or referendum deadline. Master Developer agrees to not (a) seek an appeal or referendum on these referenced events, (b) accept payment from any third party to appeal or seek a referendum on these referenced events, or (c) outsource, assign, or coordinate with any third party to appeal or seek a referendum on these referenced events. If an appeal is filed and Erda City prevails in defeating the appeal, then the payment will be due within one week of the lapse of the final appeal rights. If the appeal challenging the event is successful, then the payment associated with that event will no longer be due or payable. If a referendum is initiated and the city recorder verifies that sufficient signatures have been obtained to place the referenced event on the ballot for the voters, then this First Amendment will be deemed withdrawn



and will be of no further force nor effect. Erda City is a new City and has not yet adopted any impact fees. The payments below are intended to be payments in lieu of impact fees or assessments that could otherwise be charged against the Project. If Erda City adopts an impact fee the payment set forth below then Master Developer will be given a credit for (i) the dollar amount of all payments made, (ii) the then current value of the any property donated to Erda City in accordance with the MDA as hereby amended, and (iii) the out of pocket costs incurred by Master Developer in assuming the governmental obligations set forth in Sections 5.7.1 and 5.7.2. To the extent that Erda City adopts an impact fee Master Developer waives any right to seek a refund or to claim that the funds must be expended in six years all as provided Utah Code Ann. § 11-36a-101 et seq. Finally Master Developer acknowledges and agrees that the payments below do not violate Utah Code Ann. §11-36a-101 et seq. or any constitutional provision and waives any right to make such claim.

<b>Event</b>	<b>Payment Amount</b>
<u>Estoppel Certificate.</u> Erda City's delivery of a signed estoppel certificate on or before April 7, 2022, materially in the form of <u>Exhibit F</u> attached hereto and made a part hereof.	\$100,000.00
<u>First Amendment.</u> Erda City approving this First Amendment by April 7, 2022, and delivering a signed copy of the same to Master Developer.	\$100,000.00
<u>Subdivision Approval.</u> Erda City approving the first final plat in the Project.	\$100,000.00
<u>\$1,000,000.00.</u> Master Developer desires that Public Improvement District(s) be approved for roads, sewer and water infrastructure in the Project. Master Developer had agreed in the Original Agreement to pay \$1,000,000 for the construction of a city hall. That obligation has been deleted and replaced with an obligation to pay \$1,000,000 to Erda City once the PID is approved, or if a PID is not approved, then upon the later to occur of the recording of the final plat for the 750 <sup>th</sup> residential unit in the Project or seven years from the date of this First Amendment.	\$1,000,000.00
<u>PID Approval.</u> If the Public Improvement District(s) for roads, sewer and water infrastructure in the Project are fully approved by Erda City by August 1, 2022, then Master Developer will pay an additional \$200,000.00 to Erda City.	\$200,000.00

11. **Waiver of Claims.** Erda City and Master Developer hereby waive any and all claims regarding the enforceability of the estoppel, the Original Agreement or this First Amendment. Instead they each affirmatively acknowledge the that the estoppel, the Original Agreement or this First Amendment are fully binding and enforceable. If the legality and/or enforceability of (i) the estoppel, (ii) the Original Agreement, or (iii) this First Amendment is challenged by appeal and such appeal is ultimately successful, , then this First Amendment will

automatically terminate and be of no further force nor effect, and the Original Agreement without regard to the First Amendment will be binding on Erda City and Master Developer. If a referendum is initiated and the city recorder verifies that sufficient signatures have been obtained to place the matter on the ballot for the votes, then this First Amendment will be deemed withdrawn and will be of no further force nor effect, and the Original Agreement without regard to the First Amendment will be binding on Erda City and Master Developer. Master Developer agrees to not (a) seek an appeal or referendum, (b) accept payment from any third party to appeal or seek a referendum, or (c) outsource, assign, or coordinate with any third party to appeal or seek a referendum.

Erda City will not (a) challenge the enforceability of the estoppel, the Original Agreement or this First Amendment or use Erda City funds to challenge the enforceability of the estoppel, the Original Agreement or this First Amendment, (b) accept payment from any third party to challenge the enforceability of the Original Agreement or this First Amendment, or (c) outsource, assign, or coordinate with any third party to challenge the enforceability of the Original Agreement or this First Amendment. Erda City agrees to actively oppose third parties challenging the enforceability of the estoppel, the Original Agreement or this First Amendment.

12. **Binding Nature of the Original Agreement.** Except as expressly amended herein, the Original Agreement remains unchanged and fully binding upon and enforceable against Erda City and Master Developer.

13. **Phasing.** If the Public Improvement District(s) for roads, sewer and water infrastructure in the Project are fully approved by Erda City then Master Developer will fully develop Pod E no later than recording of the final plat for the 100<sup>th</sup> residential unit in the Project

Signatures commence on the following page.

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be signed, sealed and delivered as of the day first written above.

ERDA CITY  
A Utah Municipality

By: Jess Bird  
Jess Bird, Erda City Chairman

ATTEST

By: Cory Warnick  
Name: CORY WARNICK  
City Recorder

APPROVED AS TO FORM

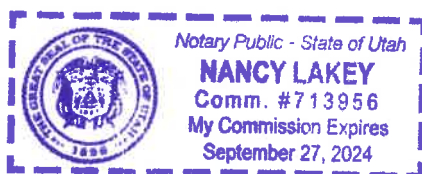
By: John Brems  
John Brems, Erda City Attorney

STATE OF UTAH )

:S

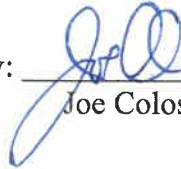
COUNTY OF TOOELE )

On this 14<sup>th</sup> day of April, 2022, Jess Bird personally appeared before me who being by me duly sworn, did say that he is the Erda City Chairman and that Erda City is a political subdivision of Utah and that said instrument was signed in behalf of Erda City by authority of its governing body and said Jess Bird acknowledged to me that Erda City executed the same.




Nancy Lahey  
NOTARY PUBLIC  
Residing at: Syracuse, UT

MASTER DEVELOPER  
Oquirrh Point Development LLC

By:  manager  
Joe Colosimo, Manager

STATE OF UTAH                     )  
  :S  
COUNTY OF TOOELE            )

On this 7<sup>th</sup> day of April, 2022, Joe Colosimo personally appeared before me who being by me duly sworn, did say that he is the manager of Oquirrh Point Development LLC and that said instrument was signed in behalf of Oquirrh Point Development LLC by authority of its governing body and said Joe Colosimo acknowledged to me that Oquirrh Point Development LLC executed the same.

  
NOTARY PUBLIC  
Residing at: Salt Lake





## **Exhibit A -1**

### **Legal Description of the Property**

#### **[OVERALL BOUNDARY DESCRIPTION OF ENTIRE PROPERTY.]**

05-050-0-0010

BEG AT NE COR OF SE1/4 OF NW1/4 OF SEC 34, T2S, R4W, SLB&M, TH S 1287 FT, W 58 FT, N 147 FT, W 100 FT, S 147 FT, W 1030 FT, TH N 627 FT, TH W 132 FT, N 660 FT, TH E 1320 FT TO BEG ---SUB R/W OF INGRESS AND REGRESS OVER AND ACROSS SD PPTY AS DESC IN THAT CERTAIN WD AS REC IN BK 249 AT PG 44 AS ENTRY NO 005088 OF OFFICIAL RECDs ---EXCEPTING THEREFROM THAT PORTION THEREOF INCLUDED IN ROADS. 36.97 AC

05-050-0-0018

BEG 33 FT S & 361.5 FT W OF CENTER SEC 34, T2S, R4W, SLM, ON S LI CO RD, S 361.5 FT, E 361.5 FT, S 925.5 FT, W 1320 FT, N 1287 FT, E 958.5 FT TO BEG, CONT 36 AC 36.00 AC

05-050-0-0033

S 1/2 OF SW 1/4, SEC 34, T2S, R4W, SLB&M ---EX 1.00 AC IN RD ---LESS 2.96 AC TO UDOT #220557 THRU #220559 932/84-89 (STATE HWY 36 R/W) (BALANCE OF 5-50-15 AFTER PT TO UDOT FOR 2005 YEAR.) 76.04 AC

03-007-0-0039

BEG AT A PT WHICH LIES S 00° 24'08" E ALG THE W LI OF THE NW 1/4 OF SEC 3, T3S, R4W, SLB&M, A DIST OF 670.59 FT AND N 89°40'40" E 131.05 FT FROM THE NW COR OF SD SEC 3, SD PT BEING ON THE E R/W LI OF STATE ROAD 36; AND RUN TH N 89°40'40" E 248.45 FT; S 00°24'08" E 452.18 FT S 89°40'10" W 248.52 FT TO SD E R/W LI; TH N 00°23'39" W ALG SD E R/W LI 452.54 FT TO THE POB. (BALANCE OF 3-7-26 FOR 2008 YR) 2.58 AC---LESS 0.144 AC TO TOOELE COUNTY (#346109). BALANCE OF 3-7-28 AFTER 3-7-29 FOR 2011 YEAR. 2.436 AC---TOGETHER WITH THE ADJACENT PORTION OF THE NORTH 100 FEET IN THE EASTERNMOST PORTION OF THE CORRIDOR FROM DROUBAY ROAD TO SR-36. (ORDINANCE 2013-14 ENTRY # 389362) OUT OF 3-7-29, 3-7-32 AND ROAD FOR 2014 YEAR. 3.138 AC

03-007-0-0038

BEG AT A PT WHICH LIES S 00° 24'08" E ALG THE W LI OF THE NW 1/4 OF SEC 3, T3S, R4W, SLB&M, A DIST OF 670.59 FT AND N 89°40'40" E 379.50 FT FROM THE NW COR OF SD SEC 3, AND RUN TH N 89°40'40" E 660.00 FT S 00°24'08" E 454.54 FT S 89°40'10" W 660.00 FT N 00°24'08" W 454.54 FT TO THE POB. OUT OF 3-7-16 FOR 2008 YEAR. 6.87 AC---LESS 0.192 AC TO TOOELE COUNTY (#346109). BALANCE OF 3-7-27 AFTER 3-7-29 FOR 2011 YEAR. 6.688 AC---TOGETHER WITH THE ADJACENT PORTION OF THE NORTH 100 FEET IN THE EASTERNMOST PORTION OF THE CORRIDOR FROM DROUBAY ROAD TO SR-36. (ORDINANCE 2013-14 ENTRY # 389362). OUT OF 3-7-31, 3-7-29 AND ROAD FOR 2014 YEAR. 8.236 AC

03-007-0-0037

BEG AT A PT WH LIES N 89°40'40" E ALG THE N LI OF THE NW 1/4 OF SEC 3, T3S, R4W, SLB&M, A DISTANCE OF 1,039.50 FT FR THE NW COR OF SD SEC 3; AND RUN TH N 89°40'40" E ALG SD N LI, A DISTANCE OF 1,601.75 FT TO THE N 1/4 COR OF SD SEC 3; TH S 00°24'21" E ALG THE E LI OF SD NW 1/4 OF SEC 3, A DISTANCE OF 1124.89 FT; TH S 89°40'10" W, A DISTANCE OF 1,602.28 FT; TH N 00°24'08" W, A DISTANCE OF 1,125.13 FT TO THE POB. OUT OF 3-7-19 FOR 2008 YEAR 41.25 AC---LESS 0.013 AC TO TOOELE COUNTY (#346109) . BALANCE OF 3-7-25 AFTER 3-7-29 FOR 2011 YEAR. 41.237 AC----TOGETHER WITH THE ADJACENT PORTION OF THE NORTH 100 FEET IN THE EASTERNMOST PORTION OF THE CORRIDOR FROM DROUBAY ROAD TO SR-36. (ORDINANCE 2013-14 ENTRY # 389362). OUT OF 3-7-29, 3-7-30 AND ROAD FOR 2014 YEAR. 44.97 AC

03-007-0-0036

THE N 1/2 OF THE NE 1/4 OF SEC 3, T3S, R4W, SLB&M ---LESS AND EXCEPTING THE 12.24 ACRE PARCEL DESCRIBED IN BK 232, PG 610-669 AND BK 776, PG 730 AS RECORDED IN THE OFFICE OF THE TOOELE COUNTY RECORDER.----LESS 12.16 AC TO TOOELE COUNTY FOR ROAD/TRAIL (278669). OUT OF 3-7-9 FOR 2008 YEAR.-----TOGETHER WITH THE ADJACENT PORTION OF THE NORTH 100 FEET IN THE EASTERNMOST PORTION OF THE CORRIDOR FROM DROUBAY ROAD TO SR-36. (ORDINANCE 2013-14 ENTRY # 389362) OUT OF 3-7-24 AND ROAD FOR 2014 YEAR. 62.22 AC

03-007-0-0020

BEG AT A PT WH LIES S 00°24'21" E ALG THE W LI OF THE NE 1/4 OF SEC 3, T3S, R4W, SLB&M, A DISTANCE OF 606.66 FT FR THE N 1/4 COR OF SD SEC 3; AND RUN TH N 81°55'26" E, A DISTANCE OF 2,665.11 FT; TH S 00°24'31" E, A DISTANCE OF 201.80 FT; TH S 81°55'26" W, A DISTANCE OF 2,665.12 FT TO SD W LI; TH N 00°24'21" W ALG SD W LI, A DISTANCE OF 201.81 FT TO THE POB. (OUT OF 3-7-12 FOR 2005 YEAR.) 12.24 AC

03-007-0-00R1

THE SOUTH 100 FEET OF THE FOLLOWING DESCRIPTION: BEG AT A POINT WHICH LIES S 00°24'31" E, ALONG THE EAST LINE OF SECTION 3, T3S, R4W, SLB&M, A DISTANCE OF 1124.43 FT FROM THE NE CORNER OF SAID SEC 3, THENCE CONTINUING ALONG SAID SECTION LINE S 00°24'31" E, A DISTANCE OF 200.00 FEET; THENCE S 89°40'05" W, A DISTANCE OF 2641.31 FEET; THENCE S 89°40'10" W, A DISTANCE OF 2641.33 FT TO THE WEST LINE OF THE NW 1/4 OF SAID SEC 3; THENCE ALONG SAID W LINE N 00°24'08" W, A DISTANCE OF 200.00 FEET; THENCE N 89°40'10" E, A DISTANCE OF 2641.32 FEET; THENCE N 89°40'05" E, A DISTANCE OF 2641.30 FEET TO THE EAST LINE OF THE NE 1/4 OF SD SEC 3, AND THE POB. - ---- EXCEPTING THEREFROM THAT PORTION LYING WITHIN STATE HIGHWAY 36 ON THE WEST. ----- LESS AND EXCEPTING 03-007-0-0033 (0.324 AC) FIRST TIME OF RECORD 2016. 11.64

03-007-0-0035

S 1/2 OF NW 1/4 SEC 3, T3S, R4W, SLB&M ---EX 1 1/2 AC STATE RD. ---LESS 2.24 AC TO UDOT (219836 929/246). BALANCE DESC OF 3-7-5 FOR 2005 YEAR. 76.26 AC ---LESS 0.001 AC TO TOOELE COUNTY (#346111). BALANCE OF 3-7-13 AFTER 3-7-34 FOR 2011 YEAR. 76.259 AC

## Exhibit C-1

### The Pod Plan

Maximum total density for all pods is 1,260 units. The range of residential units for each pod is shown. The County may not reduce the number of units in any pod if the effect will be that Master Developer cannot realize 1,260 residential units in all pods combined.



The cross hatching indicates open space that cannot be moved or reallocated without the written consent of Erda City and the Master Developer. The cross hatched open space in Pod D will be at least 100 feet wide.

RECORDING REQUESTED AND  
WHEN RECORDED, RETURN TO:

Oquirrh Point Development LLC  
333 East Coventry Way  
Erda, UT 84074  
Attn: Joseph Colosimo

**MASTER DEVELOPMENT AGREEMENT  
FOR  
OQUIRRH POINT  
A MASTER PLANNED COMMUNITY**

THIS MASTER DEVELOPMENT AGREEMENT (this “**MDA**”) is made and entered as of this 4th day of November, 2021 (the “**Effective Date**”), by and between Tooele County, a political subdivision of the State of Utah, and Oquirrh Point Development LLC, a Utah corporation (“**Master Developer**”) (collectively the “**Parties**”).

**RECITALS**

A. Unless otherwise defined in the body of this MDA, **bolded** terms used in this MDA are defined in Section 1.2 below.

B. Pursuant to the exercise of its legislative discretion, the County has effectuated the Tooele County General Plan Update (2016), its applicable land use ordinances, and its current zoning map to create the Planned Community Zone as a specific zone of the County (the “P-C Zone”), which P-C Zone was created for the purpose of promoting planned development of land to, among other things, achieve a unique and desirable working and living environment with an innovative integration of mixed uses, including residential, commercial, recreation, education, entertainment and light industrial uses.

C. The County is legally authorized to enter into development agreements in appropriate circumstances to promote orderly development of properties within its boundaries, to implement the County’s general plan, and to provide necessary physical public facilities and other benefits in connection with the development such properties.

D. County has recently rezoned the property shown on Exhibit A (the “**Property**”) as P-C Zone as more fully specified in the “**Master Plan**” attached hereto as Exhibit B and the “**Pod Plan**” attached hereto as Exhibit C, and enters this MDA in satisfaction of one of the requirements set forth in the Tooele County Land Use Ordinance for approval of a PC-Zone.



E. The Parties desire that the Property be developed in a unified and consistent fashion pursuant to this MDA and the Master Plan. This MDA is being entered into by the County and Master Developer to set out the parties' respective rights and obligations with respect to the development of the Property pursuant to state law and the County's ordinances, guidelines and policies.

F. Master Developer acknowledges that the County is relying on the faithful performance by Master Developer of the terms and conditions of this MDA in consideration of the land uses and development rights for the Property. The County acknowledges that Master Developer is relying on the continuing validity of this MDA, including but not limited to, the densities and uses specified in the P-C Zone as hereinafter set out, in exchange for Master Developer's (or its successors' or assigns') expenditure of funds for the improvements and facilities that Master Developer (or its successors or assigns) will be obligated to provide pursuant to this MDA.

G. Development of the Property shall include the "**Intended Uses**" specified in the Master Plan and the Pod Plan.

H. Development of the Property as a master planned community pursuant to this MDA is acknowledged by the parties to be consistent with the Act and the County's Land Use Ordinance, and is for the benefit of the County, Master Developer, and the public.

I. The County Council has reviewed this MDA and determined that it is consistent with the Act and the County's Land Use Ordinance.

J. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the County and its residents by, among other things, requiring orderly development of the Property as a master planned community and increasing sales tax and other revenues to the County based on improvements to be constructed on the Property.

K. Development of the Property pursuant to this MDA will also result in significant benefits to the Master Developer by providing assurances to the Master Developer that the Master Developer and its successors and assigns will have the ability to develop the Property in accordance with this MDA.

L. The Parties have cooperated in the preparation of this MDA.

M. The Parties understand and intend that this MDA is a "development agreement" within the meaning of, and entered pursuant to, Utah Code Ann. §17-27a-103.

N. This MDA is being adopted pursuant to Utah Code Ann. §17-27a-508. The Parties intend that this MDA survive the future incorporation or future annexation of the Property into any municipality consistent with Utah Code Ann. §10-9a-509(1)(d).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Master Developer hereby agree as follows:

## TERMS

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

1.1. **Incorporation.** The foregoing Recitals and the attached Exhibits are deemed to be correct and are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the County Land Use, Development, and Management Act, Utah Code Ann. §§17-27a-101, *et seq.*

1.2.2. **Administrative Action** means and includes any changes or modifications to the Exhibits to this MDA or other action that may be approved by the Administrator as provided herein.

1.2.3. **Administrator** means the person or persons designated by the County as the Administrator of this MDA.

1.2.4. **Applicant** means a person or entity submitting a Development Application, a Modification Application or a request for an Administrative Action.

1.2.5. **Backbone Improvements** means those improvements which are, generally, infrastructure improvements of a comprehensive scale that are a part of the overall development of the Project 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 the Utah Impact Fees Act, Utah Code Ann. §11-36a-102.

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

1.2.7. **Buildout** means the completion of all the development on all the Property.



1.2.8. **CC&Rs** means one or more Conditions, Covenants and Restrictions regarding certain aspects of design and construction on portions of the Project to be recorded in the chain of title on portions of the Property.

1.2.9. **County** means Tooele County, a political subdivision of the State of Utah. Except when used in the term "County's Vested Laws," upon the Property becoming part of a municipality, whether by incorporation or annexation, County means the municipality in which the Property is located.

1.2.10. **County Consultants** means those outside consultants employed by the County in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.

1.2.11. **County's Future Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the County which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.2.12. **County Parks** means those parks, open space areas, trails, and/or similar amenities shown as being owned by the County in the Master Plan, or as provided in a specific Development Application, and those Neighborhood Project Parks or other parks that may be dedicated to the County as provided therein.

1.2.13. **County's Vested Laws** means the ordinances, policies, standards and procedures of the County related to zoning, subdivisions, development, public improvements and other similar or related matters in effect as of the date of this MDA, excepting only those provisions of the County's Vested Laws that are specifically superseded by this MDA. The term "County's Vested Laws" does not change upon the incorporation or annexation of the Property into a municipality.

1.2.14. **Commercial Site Plan** means a plan submitted to the County for the approval of the development of a portion of the Project, which may include multiple buildings that are not intended to be on individual subdivision lots, and includes apartments, office buildings, hotels, industrial buildings, shopping centers or other similar multi-building developments or plans for other developments on the Project which are permitted or allowed by the County's Land Use Ordinance as a conditional use.

1.2.15. **Council** means the Tooele County Council. Upon the Property becoming part of a municipality, whether by incorporation or annexation, Council means the legislative body of the municipality in which the Property is located.

1.2.16. **Default** means a material breach of this MDA.

1.2.17. **Denial** means a formal denial issued by the final decision-making body of the County for a particular type of Development Application, but does not include review comments or “redlines” by County staff.

1.2.18. **Development Application** means an application or submittal to the County for development of a particular portion of the Project including: a “Community Structure Plan” (or “CSP”), a “Project Plan” (as those terms are used in Chapter 31 of the County’s Land Use Ordinance), a subdivision, a commercial site plan, a building permit, or any other permit, certificate or other authorization required from the County for development of the Project.

1.2.19. **Development Report** means a report containing the information specified in Section 5.9 submitted to the County by Master Developer for the development by Master Developer of any Parcel or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.

1.2.20. **District** means Stansbury Park Improvement District.

1.2.21. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. §17-27a-603 and approved by the County, effectuating a Subdivision of any portion of the Property.

1.2.22. **Homeowners’ Association(s) (or “HOA(s)”)** means one or more residential homeowners’ association or commercial owners’ association, as applicable, formed to perform the functions of an association of property owners.

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

1.2.24. **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, parks, trails and other uses as more fully specified in this MDA and the Master Plan.

1.2.25. **Master Developer** means Oquirrh Point Development LLC, a Utah limited liability company and its assignees or assigns.

1.2.26. **Master Plan** means Exhibit “B”.

1.2.27. **Maximum Residential Dwelling Units** means the maximum number of residential dwelling units allowed on the Property at Buildout, which is 1,260 (approximately 3.5 residential units per gross acre).



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

1.2.29. [Reserved.]

1.2.30. **Neighborhood Project Park** means a park that is planned and designed as an amenity to serve, and is intended primarily for the use and convenience of, a particular Subdivision or Commercial Site Plan (or a group of related Subdivisions or Commercial Site Plans).

1.2.31. **Non-County Agency** means a governmental or quasi-governmental entity, other than those of the County, which has jurisdiction over the approval of any aspect of the development of the Project.

1.2.32. **Notice** means any notice to or from any party to this MDA that is either required or permitted to be given to another party.

1.2.33. **Outsourc[e][ing]** means the process of the County contracting with County Consultants or paying overtime to County 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 MDA.

1.2.34. **Parcel** means an area that is not an individually developable lot.

1.2.35. **Parties** means, collectively, the County and Master Developer, and their respective successors or assigns.

1.2.36. **Phase** means the development of a portion of a given Planning Area within the Project at a point in a logical sequence as determined by Master Developer.

1.2.37. **Planning Area** means one of the Planning Areas depicted in the Master Plan.

1.2.38. **Planning Commission** means the Tooele County Planning Commission. Upon the Property becoming part of a municipality, whether by incorporation or annexation, Planning Commission means the planning commission of the municipality in which the Property is located.

1.2.39. **Project** means the development to be constructed on the Property pursuant to this MDA.



1.2.40. **Project Infrastructure** means those items of public or private infrastructure which are a condition of the approval of a Development Application because they are necessary for development of the Project, such as local roads or utilities, and that are located on that portion of the Project which is subject to a Development Application. Project Infrastructure does not include Backbone Improvements.

1.2.41. **Required Park** means any County Park or Neighborhood Project Park required to be completed pursuant to this MDA.

1.2.42. **Residential Dwelling Unit** means a unit intended to be occupied for residential living purposes; one single-family residential dwelling equals one Residential Dwelling Unit.

1.2.43. **Site Plan** means a plan submitted to the County for the approval of a Subdivision or Commercial Development within the Project.

1.2.44. **Subdeveloper** means an entity not "related" (as defined by Internal Revenue Service regulations) to Master Developer which purchases or leases a Parcel for development.

1.2.45. **Subdivision** means the division of any portion of the Property into a subdivision pursuant to State Law and/or the County's Land Use Ordinance.

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

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

1.2.48. **Substantial Completion** means a point in the progress of a construction project where the work has reached the point that it is sufficiently complete such that any remaining work will not interfere with the intended use or occupancy of the Property or applicable portion thereof.

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

1.2.50. **Trail** means a public trail as shown on the applicable subdivision plat map or in the Master Plan.

1.2.51. **Transfer Deed** means a deed of conveyance (i.e., special warranty deed) for a portion of the Property.

1.2.52. **Zoning Map** means the current Tooele County zoning map as amended from time to time. Upon the Property becoming part of a municipality, whether by incorporation or annexation, Zoning Map means the zoning map of the municipality in which the Property is located.

1.2.53. **County's Land Use Ordinance** means Tooele County's Land Use Ordinance, adopted pursuant to the Act and in effect as of the date of this MDA as a part of the County's Vested Laws.

2. **Effect of this MDA.** This MDA shall be the sole agreement between the Parties for the development of the entirety of the Property. Notwithstanding the foregoing, various other development, infrastructure, reimbursement and other agreements may be entered into by and among the Parties hereto and others with respect to the development of various Phases, Planning Areas or specific infrastructure developments over the course of the Project's development. This MDA is intended to implement the approved Master Plan. It is intended to clarify and add detail to the development approvals and process authorized in the Master Plan. In the event of any inconsistency between the terms of this MDA and the provisions of the Master Plan, the terms and provisions of this MDA shall control. This MDA is not intended to conflict with the County's Land Use Ordinance but does include certain clarifications of the County's Land Use Ordinance agreed to by the Parties.

3. **Term.** The initial term of this MDA shall be until December 31, 2041. Notwithstanding the foregoing, this MDA shall terminate upon Buildout. Upon termination of this MDA, the obligations of the Parties to each other hereunder shall terminate, but none of the dedications, easements, licenses, building permits, or certificates of occupancy granted prior to expiration of the term or termination of this MDA shall be rescinded or limited in any manner.

4. **Development of the Property.** Development of the Property shall be in accordance with the County's Vested Laws, the County's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), this MDA and its Exhibits. The County acknowledges that the Master Plan satisfies any and all requirements under the County's Land Use Ordinance for a P-C Zone Plan showing the development of the Property.

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

5.1. **Residential Units/Intended Uses; and Commercial Uses.** At Buildout of the Property, Master Developer shall be entitled to have developed the Residential Dwelling Units and to have developed the other Intended Uses as specified in the Master Plan. Therefore, the County, in accordance with this paragraph and the Master Plan, hereby agrees that Master Developer is vested with, and granted herein the right to develop 1,260 equivalent residential units, and 750,000 sq. ft. of Commercial and non-residential space, per the Master Plan subject to compliance with the County's Vested Laws.

At least 10% of all Residential Dwelling Units (at least 126 units) will be designated and made available to the public as "moderate-income housing," meaning that the monthly



cost of buying or renting those residential units (plus \$250 per month for utilities, if utilities are to be paid by the occupier of the home) will be no greater than 30% of the household income of those making 80% or less of the area median income (the "AMI") as determined yearly by HUD. A deed restriction will be recorded against these equivalent residential units indicating that they have been designated as moderate-income units and that they cannot be rented or sold to or purchased or rented by any person(s) that makes more than 30% of the monthly household income of those making 80% or less of the AMI. The number of deed restricted affordable housing units will be included in each phase. Each deed restriction shall expire 20 years after the first occupancy of the unit unless an earlier expiration is authorized by the Council. While a deed restriction is in place, the owners of that deed restricted housing unit may realize no more than 3% appreciation for each twelve months of their ownership.

5.2. **Intended Uses and Residential Dwelling Units.** The general location of Intended Uses and an approximate number of Residential Dwelling Units are shown on the Master Plan. Notwithstanding that a general number of planned Residential Dwelling Units is shown on the various portions of the Master Plan, the intent of this MDA is that Master Developer be entitled to the full number of equivalent residential units as set forth in the Section 5.1.

5.3. **Planning Area Approvals.** Master Developer shall present to the Planning Commission and Council a conceptual plan for the development of each Planning Area (a "**Community Structure Plan**"). Each Community Structure Plan shall generally illustrate the various types of housing, where density of Residential Dwelling Units within each Planning Area will be located, the location and size of parks and trail improvement, the location of roads and infrastructure improvements, and any potential locations for schools, churches or other civic or community uses, and all other information as required by the County's Land Use Ordinance. The County's review of the Community Structure Plan for any Planning Area may consider legitimate and quality planning principals, adjacent or planned land uses, the location of appropriate public and private infrastructure, the location of public and private open space, and the location and type of Commercial Uses and Residential Uses in the Planning Area. The County shall have the right to require changes to the Community Structure Plan provided that the changes do not materially impact Master Developer's ability to obtain the allowed densities, significantly alter the types or location of residential or commercial uses (e.g., townhomes, condominiums, cluster homes, etc.), significantly alter lot sizes, or result in unreasonable additional development costs.

5.4. **Use of Residential Dwelling Units.** Master Developer may use any of the Residential Units in the development of any Subdivision (or any approved Commercial Site Plan allowing for residential uses) so long as the number of units requested in the proposed Development Application is no greater than the maximum number specified by the Master Plan and any approved Community Structure Plan.

5.5. **Roads and Public Road Designations.** Roads within the Property shall generally be public roads. Certain roads may be changed from public to private roads within certain residential areas or commercial areas which desire limited access as determined by Master Developer, subject to approval by the County through a Development Application and/or other land use application processes. Master Developer agrees to be responsible for snow pushing/removal on all roads or streets in the residential portions of the Project until such roads or streets are dedicated to the public pursuant to a recorded final plat for any phase of the residential development of the Project. To the extent any roads or streets are not intended to be dedicated to the public, an HOA will provide snow pushing/removal.

5.6. **Parking Requirements.** Given the long-term vision, time frame for expected buildout of the Project, the likelihood of changing traffic demands, mass transit and parking requirements in the community generally, neither Master Developer nor the County are able to accurately identify the parking requirements for specific Planning Areas or the variety of potential specific land uses contemplated for the Project at this time. Accordingly, parking requirements for specific Planning Areas and land uses within those Planning Areas shall be established by professionally prepared parking studies (each a "**Parking Study**"), prepared at the request and at the expense of Master Developer or a Subdeveloper, as applicable, and reviewed and reasonably approved by the County. The findings set forth in a Parking Study shall establish a rebuttable presumption as to the parking requirements for a given Planning Area or particular land use; provided, however, the County may challenge such proposed requirements. In the event the County challenges the requirements set forth in a Parking Study, the County shall submit reasonable evidence of the need for alternative parking requirements, whereupon the County and Master Developer or Subdeveloper shall jointly and in good faith determine the applicable parking requirements for the applicable Planning Area or specific land use at issue.

5.7. **Master Developer's Assumption of Certain County Obligations from Other Documents.** The County hereby assigns and Master Developer hereby assumes the following specific obligations only:

5.7.1. Memorandum of Understanding Number 10-08-04 (the "MOU"). Master Developer agrees to assume the following limited obligations related to the intersection of SR 36 and 33<sup>rd</sup> Parkway identified in Agreement paragraph 1 of the MOU, Exhibit D: install the traffic signal(s), install acceleration and deceleration lanes, and install other improvements related to the intersection of State Road 36 and 33<sup>rd</sup> Parkway (which is referred to as the Parkway in the MOU). If it is necessary to acquire additional property from third parties to perform the obligations in the preceding sentence, then the County shall acquire and pay for that additional property.



**5.7.2. Real Estate Purchase & Exchange Agreement BRK&H and Tooele County, Contract Number 06-12-09, (the "Exchange Agreement").**

Master Developer agrees to assume the following obligations of the County related to the 33<sup>rd</sup> Parkway as set forth in Obligation paragraph 2 of the Exchange Agreement, Exhibit E: (1) install and pay for one half of 33<sup>rd</sup> Parkway, (referred to as "the road along the railroad corridor" in the Exchange Agreement) from SR36 to Droubay Road, consisting of a 30 foot half-width right-of-way without curb, gutter and sidewalk, as depicted in the drawing attached to the Exchange Agreement; and (2) install and pay for the pedestrian trail along that same portion of the 33<sup>rd</sup> Parkway. Master Developer also agrees to install and pay for one pedestrian trail underpass under the 33<sup>rd</sup> Parkway. If it is necessary to acquire additional property from third parties to perform the obligations in the preceding sentence, then the County shall acquire and pay for that additional property.

**5.8. Setback Requirements.** Given the long-term vision, time frame for expected buildout of the Project, and anticipated wide variety of residential and commercial product types to be included in the Project, neither Master Developer nor the County are able to accurately identify setback requirements for specific Planning Areas or Development Applications at this time. Accordingly, setback requirements for specific Planning Areas and land uses within those Planning Areas shall be established in connection with subsequent Development Applications. In connection with a Development Application, Master Developer or a Subdeveloper, as applicable, shall submit a table of proposed minimum and maximum setbacks, as applicable, to be imposed with respect to the various residential, commercial or other land uses. The County shall reasonably review and consider the proposed setbacks in good faith and shall approve the same so long as the proposed setbacks are consistent with the proposed land uses to which they are applicable. In the event the County challenges the proposed setbacks, the County shall submit reasonable evidence of the need for alternative setback requirements for the identified land uses, whereupon the County and Master Developer or Subdeveloper shall jointly and in good faith determine the applicable setbacks the applicable Planning Area or specific land use at issue in the Development Application.

**5.9. Accounting for Residential Dwelling Units.** At the recordation of each Final Plat or Commercial Site Plan by Master Developer allowing for residential uses, Master Developer shall provide the County an updated Development Report showing any Residential Dwelling Units used with the Final Plat or Commercial Site Plan and the Residential Dwelling Units remaining for development or use within each Planning Area.

**5.9.1. Accounting for Residential Dwelling Units for Parcels Sold to Subdevelopers.** Any Parcel sold by Master Developer to a Subdeveloper shall include the transfer of a specified portion of the Residential Units and, for any non-residential use, shall specify the type and maximum amount of any other use sold with the Parcel.

5.9.2. Return of Unused Residential Dwelling Units. At the recordation of each Final Plat or other Development Application Approval for any Parcel sold to a Subdeveloper, Master Developer shall provide the County an updated Development Report showing the number of Residential Dwelling Units and/or other types and amounts of uses actually used on the Final Plat. If any portion of the Residential Units or other uses transferred to a Subdeveloper are unused by the Subdeveloper at the time the Final Plat is recorded for the Parcel or a Development Application is approved, any unused portion of the transferred Residential Units or other uses shall automatically revert to Master Developer for Master Developer's use elsewhere within the Project, and Master Developer shall file an updated Development Report with the County.

5.10. **Municipal Building.** Developer shall dedicate to Erda City a parcel of not less than three acres along Erda Way for the location of a city hall, and shall donate at least \$1,000,000 toward the construction of such city hall.

6. **Zoning and Vested Rights.**

6.1. **Current Zoning.** The Property is currently zoned as P-C zone.

6.2. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and in equity, the Parties intend that this MDA grant Master Developer all rights to develop the Property in fulfillment of this MDA without modification or interference by the County except as specifically provided herein. Master Developer has the vested right to develop the Property consistent with, and subject to, this MDA and the Master Plan, and the vested right to have preliminary and final site plans, subdivision plats and other engineering and technical submittals promptly approved by the County subject to compliance with the County's Vested Laws and this MDA. The Parties intend that the rights granted to Master Developer under this MDA are contractual and exist under current law. The parties specifically intend that this MDA grant vested rights to Master Developer as that term is construed in common law and/or statutory law.

6.2.1. Exceptions. The restrictions on the applicability of the County's Future Laws to the Project as specified in Section 7.2 are subject to only the following exceptions:

1. *Master Developer's Discretion.* County's Future Laws that Master Developer agrees in writing to the application thereof to the Property or a portion thereof. Master Developer may withhold its consent to the application of any of the County's Future Laws in its sole discretion to the extent that the same impose a more burdensome requirement than the Master Developer's vested rights.

2. *Compliance with State and Federal Laws.* County's Future Laws which are generally applicable to all properties in the County and



which are required to comply with State and Federal laws and regulations affecting the Project.

3. *Safety Code Updates.* County's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Devices or similar standards that are generated by a nationally or statewide Control recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare.

4. *Taxes.* Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons and entities similarly situated, and provided such taxes are applicable to lands owned and/or managed by Master Developer.

5. *Fees.* Changes to the amounts of fees (but not changes to the times provided in the County'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 County (or a portion of the County as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

6. *Countervailing, Compelling Public Interest.* Laws, rules or regulations that the County's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. §17-27a-508(1)(a)(ii).

7. *Impact Fees.* Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.

7. **Approval Processes for Development Applications.**

7.1. **Phasing.** The parties acknowledge that the most efficient and feasible development of the Property is dependent on factors such as the adequacy of infrastructure, market demand, interest rates, general economic growth, competition and other applicable factors. Accordingly, the County acknowledges that Master Developer, assignees of Master Developer, and/or Subdevelopers who have purchased Parcels of the Property may submit multiple Development Applications from time-to-time to develop and/or construct portions of the Master Plan for the Project in Phases. Accordingly, the timing, sequencing and phasing of development of the Property shall be determined by Master Developer in its subjective business judgment and discretion. Master Developer shall have the right to apply for, process, and, subject to compliance with the County's

Vested Laws, concurrently receive approval of, one or more Development Applications, subdivision plats, site plans, building permits and other land use, entitlement and building approvals with respect to the Property or portions thereof.

Except for pending Development Applications 2021-168 and 2021-170, the County may refuse to accept or process a Development Application affecting land that geographically overlaps, in whole or in part, land affected by another pending Development Application.

**7.2. Processing Under County's Vested Laws.** Approval processes for Development Applications shall be as provided in the County's Vested Laws as of the date hereof except as otherwise provided in this MDA. Development Applications shall be approved by the County if they comply with the County's Vested Laws as of the date hereof and otherwise conform to this MDA.

**7.3. County's Cooperation in Processing Development Applications.** The County shall cooperate reasonably in promptly and fairly processing Development Applications.

**7.4. Non-County Agency Reviews.** If any aspect or a portion of a Development Application is governed exclusively by a Non-County Agency, an approval for these aspects does not need to be submitted by Applicant for review by any agency of the County. The Applicant shall timely notify the County of any such submittals and promptly provide the County with a copy of the requested submissions. The County may only grant final approval for any Development Application subject to compliance by Applicant with any conditions required for such Non-County Agency's approval.

**7.5. Acceptance of Certifications Required for Development Applications.** Any Development Application 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 County. The Development Application shall thus generally be deemed to meet the specific standards which are the subject of the opinion or certification without further objection or required review by the County or any other agency of the County. It is not the intent of this Section to preclude the normal process of the County's "redlining", commenting on or suggesting alternatives to the proposed designs or specifications in the Development Application.

**7.6. Expert Review of Certifications Required for Development Applications.** If the County, notwithstanding such a certification by Applicant's experts, subjects the Development Application to a review by County Consultants, the County shall bear the costs of such review if the County Consultants determine that the Applicant's expert certification was materially correct and that the County's requiring a review of the certification in the Development Application was unreasonable and not made in good faith. If the County Consultants determine that the County's requirement of a review was reasonable and made in good faith, then payment of the reasonable and



actual costs of the County Consultants' review shall be the responsibility of Applicant.

**7.7. Independent Technical Analyses for Development Applications.** If the County needs technical expertise beyond the County's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, threatened and endangered species, or other similar matters which are not required by the County's Vested Laws to be certified by such experts as part of a Development Application, the County may engage such experts as County Consultants with the actual and reasonable costs being the responsibility of Applicant. If the County needs any other technical expertise other than as specified above, under extraordinary circumstances specified in writing by the County, the County may engage such experts as County Consultants with the actual and reasonable costs being the responsibility of Applicant.

**7.8. County Denial of a Development Application.** If the County denies a Development Application, the County shall provide a written determination advising the Applicant of the reasons for Denial including specifying the reasons the County believes that the Development Application is not consistent with this MDA and/or the County's Vested Laws (or, if applicable, the County's Future Laws).

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

**7.10. County Denials of Development Applications Based on Denials from Non-County Agencies.** If the County's Denial of a Development Application is based on the Denial of the Development Application by a Non-County Agency, Master Developer may appeal any such Denial through the appropriate procedures for such a decision.

**8. Application Under County's Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time, choose to submit a Development Application for all the Property within a phase, under the County's Future Laws in effect at the time of the Development Application. Any Development Application filed for consideration under the County's Future Laws shall be governed by all portions of the County's Future Laws related to the Development Application. The election by Master Developer at any time to submit a Development Application under the County's Future Laws shall not be construed to prevent Master Developer from relying for other Development Applications on the County's Vested Laws.

**9. Parks.**

**9.1. Parks and Open Space Requirements.** The provisions of this Section govern the requirements for the dedication, improvement and construction of parks and open space in the Project.

9.2. **Dedication of Parks.** Certain Neighborhood Project Parks may be dedicated to the County upon their completion and acceptance. Generally, those parks described as County Parks will be dedicated to the County while those parks designated as Neighborhood Project Parks will not be dedicated to the County but, instead, be owned and maintained by an HOA or other entity.

9.3. **Park Plan Approval.** Prior to construction or dedication of any Required Park, Master Developer shall submit to the County a detailed park plan. The County Council shall reasonably review the park plan and may deny the park plan if the park plan does not comply with the requirements of the County's Vested Laws.

9.4. **[Reserved.]**

9.5. **Maintenance of Parks and Trails Dedicated to the County.** Upon acceptance by the County of any park being dedicated to the County pursuant to Section 9.2, the County shall be responsible for maintaining such Park or Trail.

9.6. **Tax Benefits.** The County acknowledges that Master Developer may seek to qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring any of the Property for County Parks or Neighborhood Project Parks to the County or to a charitable organization to the extent that Master Developer is not otherwise paid for those properties. Master Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer by reason of the foregoing. The County shall reasonably cooperate with Master Developer to the maximum extent allowable under law to allow Master Developer to take advantage of any such tax benefits.

10. **Public Improvements.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all portions of Project Infrastructure which are required as a condition of approval of each Development Application.

11. **Sewer.** The District is the sewer service provider for the Property. Master Developer and the District will coordinate on making available to Master Developer sewer services for the development of all the Property.

12. **CC&Rs.** Homeowners' Association(s) will be responsible for the implementation and enforcement of applicable CC&Rs. CC&Rs may be amended by the processes specified in the CC&Rs without any requirement of approval of such amendments by the County.

13. **Payment of Fees.**

13.1. **General Requirement of Payment of Fees.** Master Developer and/or a Subdeveloper shall pay to the County all fees (including, but not limited to, plan review fees, Impact Fees, hookup fees and inspection fees) in amounts specified in the County's Future Laws.



13.2. **Reimbursement for "Upsizing".** The County shall not require Master Developer to "upsized" any public improvements for services provided by the County, other than the Backbone Infrastructure (i.e., to construct the improvements to a size larger than required to service the Property) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the *pro rata* costs of such upsizing.

14. **Construction Standards and Requirements.**

14.1. **Separate Security for Landscaping.** Security for the completion of those items of landscaping that are weather dependent may be, at the option of Master Developer, by a security instrument reasonably acceptable to the County separate from the security instrument(s) used for the other public improvements.

14.2. **Building Permits.** No buildings or other structures shall be constructed within the Property without the Applicant first obtaining building permits. The Applicant may apply for and obtain a grading permit following conceptual approval by the Planning Commission of a Commercial Site Plan or a Subdivision Site Plan if the Applicant has submitted and received approval of a site grading plan from the County Engineer. Any grading performed by the Applicant pursuant to only a grading permit prior to the establishment of finished grades by a final approval shall be at the risk of the Applicant, meaning that if there are any changes between the grade elevations created by the grading permit activities and the final, approved elevations then such changes must be made at the sole cost and expense of the Applicant that created the discrepancy.

14.3. **County 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 Property, the Applicant shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the County or any other governmental entity having jurisdiction over the work. The County shall reasonably cooperate with the Applicant in seeking to secure such permits from other governmental entities.

15. **Provision of Municipal Services.** The County shall provide all services to the Property that the County provides from time-to-time to other residents and properties within the County including, but not limited to, garbage collection, law enforcement, fire and other emergency services. Such services shall be provided to the Project at the same levels of services, on the same terms and at the same rates as provided to other residents and properties in the County.

16. **Default.**

16.1. **Notice.** If the Applicant or the County fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other Parties. If the County believes that

the Default has been committed by a Subdeveloper then the County shall also provide a courtesy copy of the Notice to Master Developer.

**16.2. Contents of the Notice of Default.** The Notice of Default shall:

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

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

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

16.2.4. Optional Proposed Cure. If the County elects to do so, propose a method and time for curing the Default.

16.3. [Reserved.]

**16.4. Remedies.** The parties shall have the following remedies:

16.4.1. Legal Remedies. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages.

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

16.4.3. Withholding Further Development Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of those portions of the Property then owned by Master Developer in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.

16.5. **Meeting.** Before any remedy in Section 16.4 may be imposed by the County, the party allegedly in Default shall be afforded the right to attend a meeting with the County Manager.

16.6. **Emergency Defaults.** Anything in this MDA notwithstanding, if the County Manager finds on the record that a default materially impairs a compelling, countervailing interest of the County and that any delays in imposing such a default would also impair a compelling, countervailing interest of the County, then the County may impose the remedies of Section 16.4.3. The County shall give Notice to Master Developer and/or any applicable Subdeveloper of any meeting at which an emergency



default is to be considered and Master Developer and/or any applicable Subdeveloper shall be allowed to address the County Manager at that meeting regarding the claimed emergency Default.

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

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

To Master Developer:  
Oquirrh Point Development LLC  
333 East Coventry Way  
Erda, UT 84074  
Email: \_\_\_\_\_

To the County:  
Tooele County Manager  
47 S. Main Street  
Tooele, UT 8074  
Email: andy.welch@tooeleco.org

With a copy to:  
Community Development Director  
47 S. Main Street  
Tooele, UT 84074

Any party may change its address for Notice under this MDA by giving written Notice to the other party

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

17.1.1. Physical Delivery. Its actual receipt, if delivered personally by a Party or by courier service.

17.1.2. 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 on the same day and the sending party has an electronic receipt of the delivery of the Notice.

17.1.3. 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.

18. **Administrative Actions.**

18.1. **Allowable Administrative Actions:** The following modifications to this MDA may be considered and approved by the Administrator.

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

18.2. **Application to Administrator.** Applications for Administrative Action shall be filed with the Administrator.

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

18.2.2. **Administrator's Review of Administrative Action.** The Administrator shall consider and promptly decide upon the Administrative Action within a reasonable time.

18.2.3. **Appeal of Administrator's Denial of Administrative Action.** If the Administrator denies any proposed Administrative Action, the Applicant may process the proposed Administrative Action as a Modification Application.

19. **Amendment.** Except for Administrative Actions, any future amendments to this MDA shall be considered as Modification Applications subject to the following processes:

19.1. **Who May Submit Modification Applications.** Only the County and Master Developer or an assignee that succeeds to all the rights and obligations of Master Developer under this MDA (and not including a Subdeveloper) may submit a Modification Application.

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

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

19.2.2. **Consent of Master Developer.** Master Developer's consent to filing a Modification Application shall be required.

19.2.3. **Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Property.

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

19.2.5. Map. Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Use and number of Residential Dwelling Units of all such properties.

19.2.6. Fee. Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the County to cover the costs of processing the Modification Application.

19.3. **County Cooperation in Processing Modification Applications.** The County shall cooperate reasonably in promptly and fairly processing Modification Applications.

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

19.4.1. 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 considering the nature and/or complexity of the Modification Application.

19.4.2. Recommendation. The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by the Council.

19.5. **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 in a timely manner.

20. **5-year Reviews**. Every five years after the execution of this MDA, the Parties shall meet and confer to consider any issues that may have arisen regarding the MDA, the development of the Property, the general economy, and other issues. The first meeting shall take place at a time and place mutually agreeable to the Parties between January 15 and April 15 of 2026, and then again every five years thereafter. The Parties shall not be required to make any modifications of this MDA as a result of these reviews but may reasonably and in good faith propose amendments for the consideration of the Parties including increasing residential and commercial densities.

21. **Estoppel Certificate**. Upon 20 days prior written request by Master Developer, Master Developer or a Subdeveloper, the County will execute an estoppel certificate to any third party certifying that Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this MDA.



22. **Attorney's Fees.** In addition to any other relief, the prevailing party in any action, whether at law, in equity, or by arbitration, to enforce any provision of this MDA shall be entitled to its costs of action including reasonable attorneys' fees.

23. **Entire Agreement.** This MDA, and all Exhibits thereto, 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.

24. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidence of intent.

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

26. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part by Master Developer with the consent of the County as provided herein, which consent shall not be unreasonably withheld, delayed or conditioned.

26.1. **Certain Sales and Encumbrances not an Assignment.** Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by Master Developer. Master Developer shall have the right to pledge or encumber any or a portion of its rights in this MDA to a lending or investment entity without consent from the County, and such pledge or encumbrance shall not be considered an assignment.

26.2. **Related Party Transfer.** Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), or Master Developer's entry into a joint venture for the development of the Property, shall not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by Master Developer. Master Developer shall give the County Notice of any event specified in this sub-section within 10 days after the event has occurred. Such Notice shall provide the County with all necessary contact information for the newly responsible party.

26.3. **Notice.** Master Developer shall give Notice to the County of any proposed assignment and provide such information regarding the proposed assignee that the County may reasonably request in making the evaluation permitted under this Section. Such Notice shall provide the County with all necessary contact information for the



proposed assignee.

26.4. [Reserved.]

26.5. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment, Master Developer shall remain responsible.

26.6. **Grounds for Denying Assignment.** The County may only withhold its consent if the County is not reasonably satisfied of the assignee's financial ability to perform the obligations of Master Developer proposed to be assigned.

26.7. **Assignee Bound by this MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment.

27. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, Intended Uses, configurations, and number of Residential Dwelling Units as applicable to such Parcel and be subject to the same limitations and rights of the County when owned by Master Developer and as set forth in this MDA without any required approval, review, or consent by the County except as otherwise provided herein.

28. **No Waiver.** Failure of any of the Parties 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.

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

30. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this MDA which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor, acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires, 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.

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

32. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the County and Master Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments and Master Developer. The initial representative for the County shall be the County's Director of Community Development. The initial representative for Master Developer shall be David Verdi. 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 MDA and the development of the Property.

33. **Mutual Drafting.** Each of the Parties has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against any Party based on which party drafted any particular portion of this MDA.

34. **Applicable Law.** This MDA is entered into 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. Any action to enforce this MDA shall be brought only in the Third District Court for the State of Utah.

35. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Property. This MDA and the obligations herein shall be deemed to run with the land, except as expressly set forth in this MDA.

36. **Authority.** The parties to this MDA each warrant that they have all the necessary authority to execute this MDA.

X

X

X

X

X

X

X

X


X

X

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

**COUNTY:**

TOOELE COUNTY,  
a political subdivision of the State of Utah



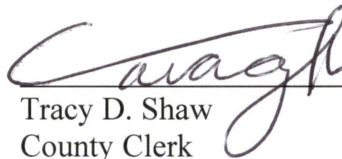
Tom Tripp  
Council Chair

Approved as to form:

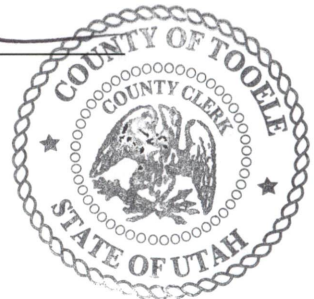


Colin R. Winchester  
Deputy County Attorney

Attest:



Tracy D. Shaw  
County Clerk



STATE OF UTAH )  
:SS.  
COUNTY OF TOOELE )

On the 8 day of November, 2021, Tom Tripp personally appeared before me who being by me duly sworn, did say that he is the Chair of the Tooele County Council, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the County by authority of its governing body and said Tom Tripp acknowledged to me that the County executed the same.



NOTARY PUBLIC

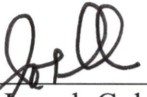
Residing at: Tooele County





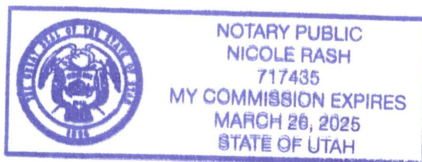
**MASTER DEVELOPER:**


OQUIRRH POINT DEVELOPMENT LLC,  
a Utah limited liability company

By:   
Name: Joseph Colosimo  
Its: Authorized Representative

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

On 4 the day of November, 2021, Joseph Colosimo, personally appeared before me as the authorized representative of OQUIRRH POINT DEVELOPMENT LLC, a Utah limited liability company, who acknowledged that he/she, being duly authorized, did execute the foregoing instrument on behalf of OQUIRRH POINT DEVELOPMENT LLC, a Utah limited liability company.



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



**Exhibit A****Legal Description of Property**

[ATTACH OVERALL BOUNDARY DESCRIPTION OF ENTIRE PROPERTY]

05-050-0-0010

BEG AT NE COR OF SE1/4 OF NW1/4 OF SEC 34, T2S, R4W, SLB&M, TH S 1287 FT, W 58 FT, N 147 FT, W 100 FT, S 147 FT, W 1030 FT, TH N 627 FT, TH W 132 FT, N 660 FT, TH E 1320 FT TO BEG ---SUB R/W OF INGRESS AND REGRESS OVER AND ACROSS SD PPTY AS DESC IN THAT CERTAIN WD AS REC IN BK 249 AT PG 44 AS ENTRY NO 005088 OF OFFICIAL RECDS ---EXCEPTING THEREFROM THAT PORTION THEREOF INCLUDED IN ROADS. 36.97 AC

05-050-0-0018

BEG 33 FT S & 361.5 FT W OF CENTER SEC 34, T2S, R4W, SLM, ON S LI CO RD, S 361.5 FT, E 361.5 FT, S 925.5 FT, W 1320 FT, N 1287 FT, E 958.5 FT TO BEG, CONT 36 AC 36.00 AC

05-050-0-0033

S 1/2 OF SW 1/4, SEC 34, T2S, R4W, SLB&M ---EX 1.00 AC IN RD ---LESS 2.96 AC TO UDOT #220557 THRU #220559 932/84-89 (STATE HWY 36 R/W) (BALANCE OF 5-50-15 AFTER PT TO UDOT FOR 2005 YEAR.) 76.04 AC

03-007-0-0039

BEG AT A PT WHICH LIES S 00° 24'08" E ALG THE W LI OF THE NW 1/4 OF SEC 3, T3S, R4W, SLB&M, A DIST OF 670.59 FT AND N 89°40'40" E 131.05 FT FROM THE NW COR OF SD SEC 3, SD PT BEING ON THE E R/W LI OF STATE ROAD 36; AND RUN TH N 89°40'40" E 248.45 FT; S 00°24'08" E 452.18 FT S 89°40'10" W 248.52 FT TO SD E R/W LI; TH N 00°23'39" W ALG SD E R/W LI 452.54 FT TO THE POB. (BALANCE OF 3-7-26 FOR 2008 YR) 2.58 AC---LESS 0.144 AC TO TOOELE COUNTY(#346109). BALANCE OF 3-7-28 AFTER 3-7-29 FOR 2011 YEAR. 2.436 AC---TOGETHER WITH THE ADJACENT PORTION OF THE NORTH 100 FEET IN THE EASTERNMOST PORTION OF THE CORRIDOR FROM DROUBAY ROAD TO SR-36. (ORDINANCE 2013-14 ENTRY # 389362) OUT OF 3-7-29, 3-7-32 AND ROAD FOR 2014 YEAR. 3.138 AC

03-007-0-0038

BEG AT A PT WHICH LIES S 00° 24'08" E ALG THE W LI OF THE NW 1/4 OF SEC 3, T3S, R4W, SLB&M, A DIST OF 670.59 FT AND N 89°40'40" E 379.50 FT FROM THE NW COR OF SD SEC 3, AND RUN TH N 89°40'40" E 660.00 FT S 00°24'08" E 454.54 FT S 89°40'10"

W 660.00 FT N 00°24'08" W 454.54 FT TO THE POB. OUT OF 3-7-16 FOR 2008 YEAR. 6.87 AC---LESS 0.192 AC TO TOOELE COUNTY.(#346109). BALANCE OF 3-7-27 AFTER 3-7-29 FOR 2011 YEAR. 6.688 AC---TOGETHER WITH THE ADJACENT PORTION OF THE NORTH 100 FEET IN THE EASTERNMOST PORTION OF THE CORRIDOR FROM DROUBAY ROAD TO SR-36. (ORDINANCE 2013-14 ENTRY # 389362). OUT OF 3-7-31, 3-7-29 AND ROAD FOR 2014 YEAR. 8.236 AC

03-007-0-0037

BEG AT A PT WH LIES N 89°40'40" E ALG THE N LI OF THE NW 1/4 OF SEC 3, T3S, R4W, SLB&M, A DISTANCE OF 1,039.50 FT FR THE NW COR OF SD SEC 3; AND RUN TH N 89°40'40" E ALG SD N LI, A DISTANCE OF 1,601.75 FT TO THE N 1/4 COR OF SD SEC 3; TH S 00°24'21" E ALG THE E LI OF SD NW 1/4 OF SEC 3, A DISTANCE OF 1124.89 FT; TH S 89°40'10" W, A DISTANCE OF 1,602.28 FT; TH N 00°24'08" W, A DISTANCE OF 1,125.13 FT TO THE POB. OUT OF 3-7-19 FOR 2008 YEAR 41.25 AC---LESS 0.013 AC TO TOOELE COUNTY(#346109) . BALANCE OF 3-7-25 AFTER 3-7-29 FOR 2011 YEAR. 41.237 AC----TOGETHER WITH THE ADJACENT PORTION OF THE NORTH 100 FEET IN THE EASTERNMOST PORTION OF THE CORRIDOR FROM DROUBAY ROAD TO SR-36. (ORDINANCE 2013-14 ENTRY # 389362). OUT OF 3-7-29, 3-7-30 AND ROAD FOR 2014 YEAR. 44.97 AC

03-007-0-0036

THE N 1/2 OF THE NE 1/4 OF SEC 3, T3S, R4W, SLB&M ---LESS AND EXCEPTING THE 12.24 ACRE PARCEL DESCRIBED IN BK 232, PG 610-669 AND BK 776, PG 730 AS RECOREDED IN THE OFFICE OF THE TOOELE COUNTY RECORDER.---LESS 12.16 AC TO TOOELE COUNTY FOR ROAD/TRAIL (278669). OUT OF 3-7-9 FOR 2008 YEAR.-----TOGETHER WITH THE ADJACENT PORTION OF THE NORTH 100 FEET IN THE EASTERNMOST PORTION OF THE CORRIDOR FROM DROUBAY ROAD TO SR-36. (ORDINANCE 2013-14 ENTRY # 389362) OUT OF 3-7-24 AND ROAD FOR 2014 YEAR. 62.22 AC

03-007-0-0020

BEG AT A PT WH LIES S 00°24'21" E ALG THE W LI OF THE NE 1/4 OF SEC 3, T3S, R4W, SLB&M, A DISTANCE OF 606.66 FT FR THE N 1/4 COR OF SD SEC 3; AND RUN TH N 81°55'26" E, A DISTANCE OF 2,665.11 FT; TH S 00°24'31" E, A DISTANCE OF 201.80 FT; TH S 81°55'26" W, A DISTANCE OF 2,665.12 FT TO SD W LI; TH N 00°24'21" W ALG SD W LI, A DISTANCE OF 201.81 FT TO THE POB. (OUT OF 3-7-12 FOR 2005 YEAR.) 12.24 AC

03-007-0-00R1

THE SOUTH 100 FEET OF THE FOLLOWING DESCRIPTION: BEG AT A POINT WHICH LIES S 00°24'31" E, ALONG THE EAST LINE OF SECTION 3, T3S, R4W, SLB&M, A DISTANCE OF 1124.43 FT FROM THE NE CORNER OF SAID SEC 3, THENCE CONTINUING ALONG SAID SECTION LINE S 00°24'31" E, A DISTANCE OF 200.00 FEET; THENCE S 89°40'05" W, A DISTANCE OF 2641.31 FEET; THENCE S 89°40'10" W, A DISTANCE OF 2641.33 FT TO THE WEST LINE OF THE NW 1/4 OF SAID SEC 3; THENCE ALONG SAID W LINE N 00°24'08" W, A DISTANCE OF 200.00 FEET; THENCE N 89°40'10" E, A DISTANCE OF 2641.32 FEET; THENCE N 89°40'05" E, A DISTANCE OF 2641.30 FEET TO THE EAST LINE OF THE NE 1/4 OF SD SEC 3, AND THE POB. ----- EXCEPTING THEREFROM THAT PORTION LYING WITHIN STATE HIGHWAY 36 ON THE WEST. ----- LESS AND EXCEPTING 03-007-0-0033 (0.324 AC) FIRST TIME OF RECORD 2016. 11.64

03-007-0-0035

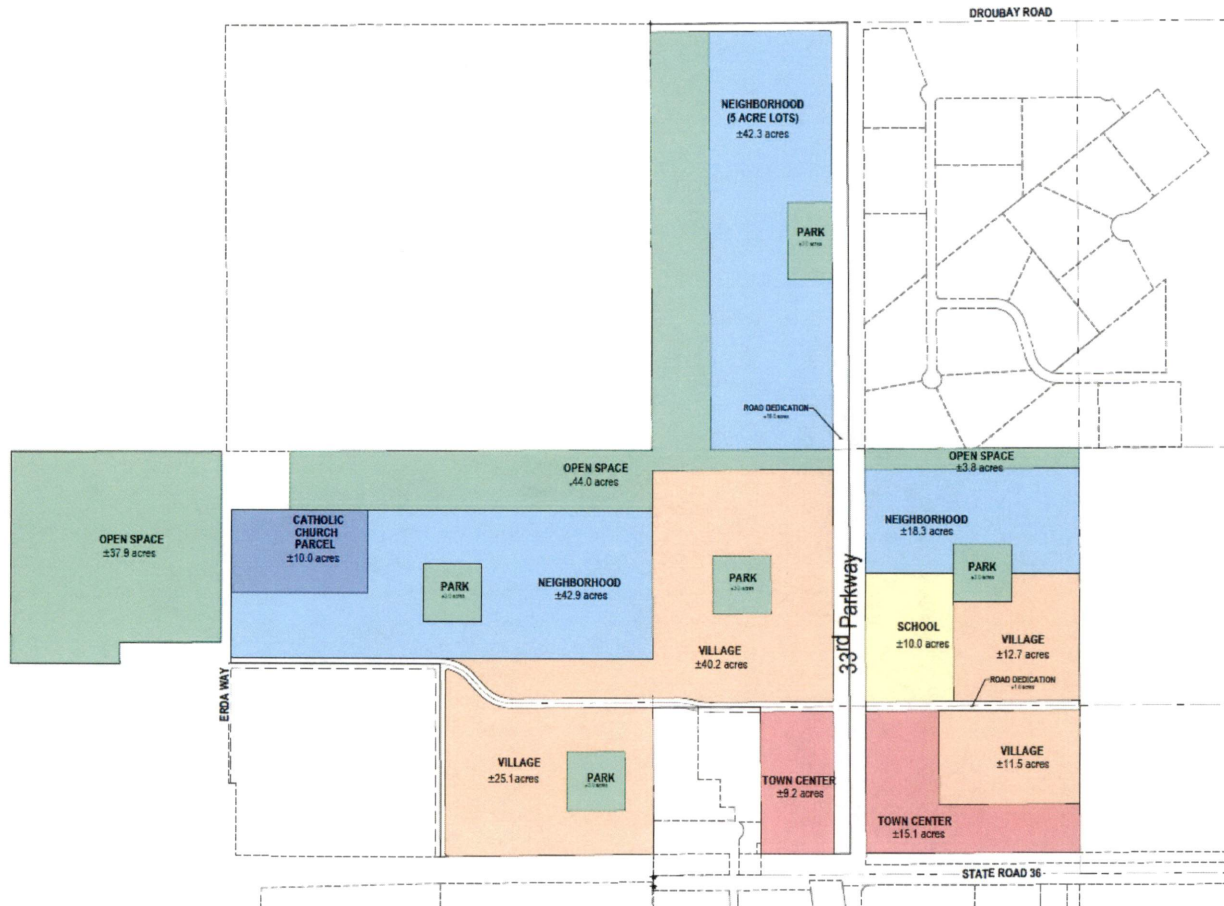
S 1/2 OF NW 1/4 SEC 3, T3S, R4W, SLB&M ---EX 1 1/2 AC STATE RD. ---LESS 2.24 AC TO UDOT (219836 929/246). BALANCE DESC OF 3-7-5 FOR 2005 YEAR. 76.26 AC --- LESS 0.001 AC TO TOOELE COUNTY (#346111). BALANCE OF 3-7-13 AFTER 3-7-34 FOR 2011 YEAR. 76.259 AC



## Exhibit B

## Master Plan

**Note: The portion of the Property directly south of Droubay Farms (parcel id: 0505000005) and between Droubay Farms and 33<sup>rd</sup> Parkway will either be (1) open space, or (2) five acre or bigger residential lots (meaning that Master Developer could do all open space, or all five-acre lots, or a combination of open space and 5-acre lots that do not necessarily need to comply with configuration shown below).**

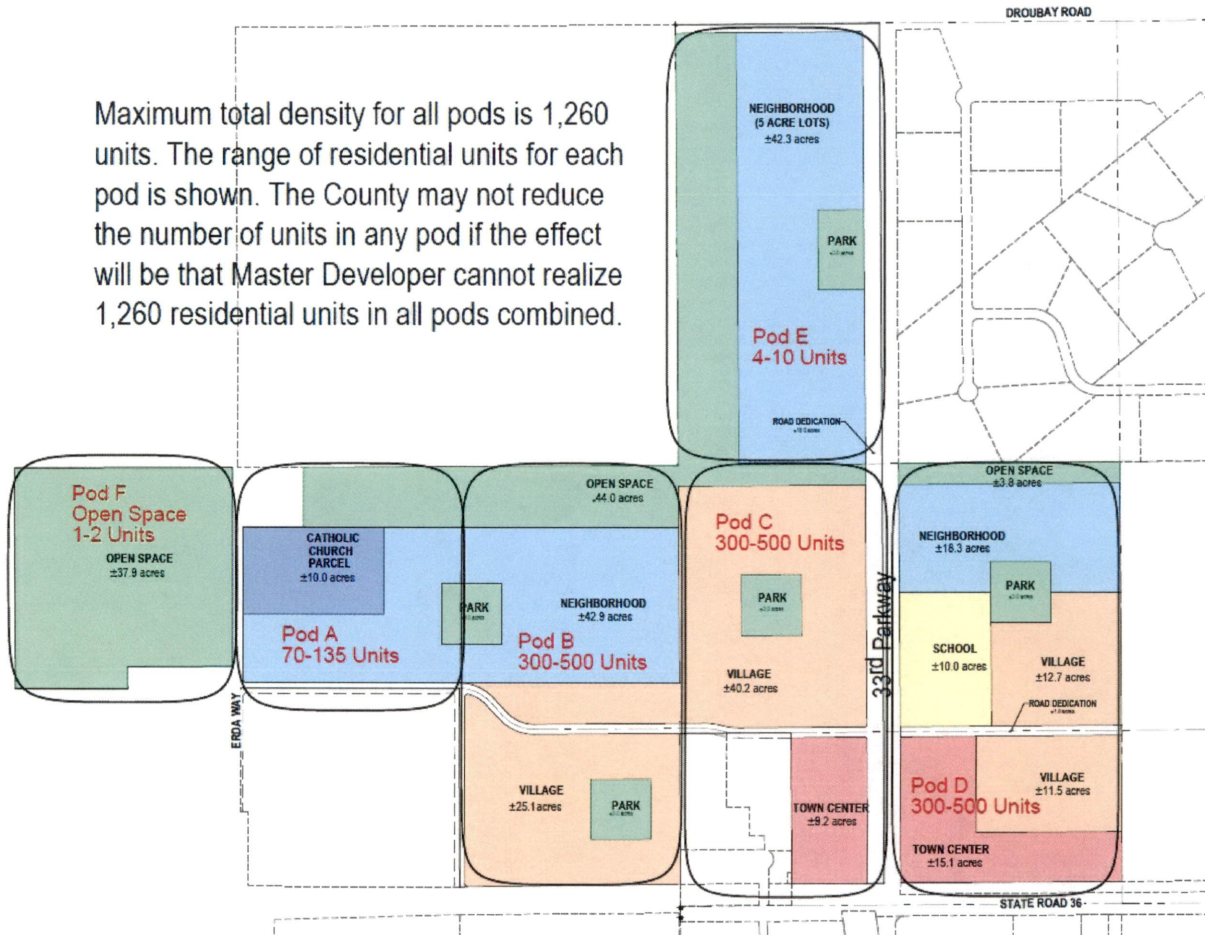




## Exhibit C

## The Pod Plan

Maximum total density for all pods is 1,260 units. The range of residential units for each pod is shown. The County may not reduce the number of units in any pod if the effect will be that Master Developer cannot realize 1,260 residential units in all pods combined.



Entry #: 563738

01/03/2022 10:30:46 AM AGREEMENT

Page: 32 of 58

FEE \$0.00 BY TOOELE COUNTY

Jerry Houghton, Tooele County County Recorder

## **Exhibit D**

### **The Vested Laws**

**(Note: This Exhibit does NOT constitute a complete list of all applicable Vested Laws.)**

## CHAPTER 31 PLANNED COMMUNITY ZONE (P-C)

### Section

- 31-1 Definitions.**
- 31-2 Purpose.**
- 31-3 Land use districts.**
- 31-4 P-C zone area – minimum requirements.**
- 31-5 Permitted uses.**
- 31-6 Conditional uses.**
- 31-7 Planning and approval process for P-C zone.**
- 31-8 P-C zone plan.**
- 31-9 Community structure plan (CSP).**
- 31-10 Project plan/subdivision plat.**
- 31-11 Site plan review.**
- 31-12 Development standards.**
- 31-13 Development agreement.**

### 31-1. Definitions.

Whenever used in this chapter:

(1) "County" means Tooele County Planning Staff, Tooele County Planning Commission, or Tooele County Commission.

(2) "Commission" means the Tooele County Commission.

(3) "Commission Chair" means the chairperson of the Tooele county Commission, or appointed designee.

(4) "Director" means the Community Development Director of Community Development, or appointed agent designated by the director.

(5) "Planning Commission" means the Tooele County Planning Commission.

(6) "Planning Director" means the Director of Planning and Zoning.

(7) "Planning and Zoning" means the Planning and Zoning Department of the Office of Community Development.

(8) "Sites" refers to individual lots/parcels within a Planned Community development.

(9) "Staff" means employees providing land use planning to the unincorporated areas of Tooele County.

(10) "Tooele County" means the unincorporated areas of Tooele County.

(11) "Tooele County Land Use Ordinance" means the zoning ordinance for the unincorporated areas of Tooele County. (Ord. 2018-07, 6/19/18)

### 31-2. Purpose.

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

(a) To promote and protect the public health, safety, and welfare;

(b) To implement the objectives and policies of the general plan;

(c) To safeguard and enhance environmental amenities and the quality of development;

(d) To attain the physical, social, and economic advantages resulting from comprehensive and orderly planned use of land resources;

(e) To lessen congestion and assure convenience of access;

(f) To secure safety from fire, flood, and other dangers;

(g) To provide for adequate light, air, sunlight, and open space;

(h) To promote and encourage conservation of scarce resources;

(i) To prevent overcrowding of land and undue concentration of population;

(j) To facilitate the creation of a convenient, attractive, and harmonious community with a desirable living and working environment with unique identity and character;

(k) To attain a desirable balance of residential and employment opportunities;

(l) To promote a pedestrian friendly environment that encourages transit and bicycle use;

(m) To expedite the provision of adequate and essential public services;

(n) To facilitate development within Tooele County in accordance with the general plan by promoting high quality, innovative and creative development that includes a mixture of uses, heights and setbacks, varying densities and lot sizes and sufficient diversity of housing types to meet the full life cycle of housing needs of Tooele County residents, a harmonious variety of industrial and commercial uses, a high level of amenities, and preservation of open space;



(o) To promote more economical and efficient use of the land; and,

(p) To provide a process for initiation, review, and regulation of large-scale comprehensively planned communities that affords the maximum flexibility to the developer within the context of an overall development program and specific, phased development plans coordinated with the provision of necessary public services and facilities.

(2) This chapter establishes an approval and entitlement process to promote inventive and efficient land use patterns that would otherwise be difficult under typical zoning ordinances. Districts within a P-C Zone may include neighborhoods, villages, town centers, business, research, technology or educational campuses, and open space with convenient pedestrian access among residential, commercial, office, retail, and recreational areas. Individual structures within those districts may contain mixed uses. Permitted densities and intensity of land use in villages and town centers may be higher than those permitted in neighborhoods. (Ord. 2018-07, 6/19/18)

### 31-3. Land use districts.

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

(1) Neighborhood: This category is designed for comparatively low density mixed use development that emphasizes residential (single and multi-family) use, but also includes office, commercial, public/semi-public, and recreation/open space uses. This category may accommodate gross residential densities between three (3) to six (6) units per acre. A gross residential density allowing eight (8) units per acre may be accommodated, if the preserved

land is allocated as additional open space or common areas within and/or immediately adjacent to the specific area utilizing the increased density.

(2) Village: This category is designed for medium density mixed use development that includes residential (single and multi-family), office, commercial, public/semipublic, and recreation/open space uses, without a predetermined emphasis on any single use. This category may accommodate gross residential densities between seven (7) and twenty (20) units per acre. A gross residential density allowing twenty-five (25) units per acre may be accommodated, if the preserved land is allocated as additional open space or common areas within and/or immediately adjacent to the specific area utilizing the increased density (beyond the required percentages defined in section 31-12 (A) of this chapter).

(3) Town Center: This category is designed for high density mixed use development that emphasizes office, commercial and recreational uses, but also includes residential (single and multi-family), public/semi-public, and open space uses. Town center gross residential densities may be approved to exceed 20 units per acre, as deemed appropriate by the County, and may require additional allocations for open space, common areas, and/or recreational amenities within and/or immediately adjacent to the specific area utilizing the increased density.

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

(5) Open Space: Landscaped area, natural area or farmland that is established to provide and preserve outdoor recreational, agricultural, or other similar uses. In addition to the open space district, areas of open space may also be provided within the other land use districts as well, which may include open space and common areas as defined in section 31-12 (A) of this chapter. (Ord. 2018-07, 6/19/18)

### 31-4. P-C zone area – minimum requirements.

Each P-C Zone shall contain a minimum of 150 acres located in unincorporated Tooele County as depicted on the Tooele County Land Use Map on file with Planning and Zoning. If the



P-C Zone contains multiple owners, the owners may, if necessary to reach the 150-acre threshold, or if such owners otherwise desire, combine their properties for planning and development purposes. (Ord. 2018-07, 6/19/18)

### 31-5. Permitted uses.

(1) The following uses may be conducted in all areas within a P-C Zone containing between 150 and less than 400 acres:

(a) Residential uses of all types on a range of lot sizes including: single family detached; single family attached; multifamily residential; town homes; loft apartments; residential units above ground floor retail, commercial, or office uses; and condominiums;

(b) Retail, service, office, hotel, restaurant, entertainment, and all other commercial uses as permitted;

(c) Mix of permitted uses (including office/commercial, office/residential, retail/residential) within individual structures;

(d) Home-Occupation Permits following the provisions of the Tooele County Land Use Ordinance;

(e) Health-care facilities;

(f) Public facilities, such as schools, libraries, and civic buildings;

(g) Common areas, such as plazas, playgrounds, and trails

(h) Churches;

(i) Day-care facilities;

(j) Open space, including landscaped areas and areas in natural vegetation, golf courses, parks, recreational areas; and

(k) Other accessory uses which are ancillary to, and designed to serve, any of the foregoing uses.

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

(a) Residential uses of all types on a range of lot sizes including: single family detached; single family attached; multifamily residential; town homes; loft apartments; residential units above ground floor retail, commercial, or office uses; and condominiums;

(b) Retail, service, office, hotel, restaurant, entertainment, and all other commercial uses as permitted;

(c) Mix of permitted uses (including office/commercial, office/residential,

retail/residential) within individual structures;

(d) Home-Occupation Permits following the provisions of the Tooele County Land Use Ordinance.

(e) Health-care facilities;

(f) Public facilities, such as schools, libraries, and civic buildings;

(g) Common areas, such as plazas, playgrounds, and trails

(h) Churches;

(i) Day-care facilities;

(j) Open space, including landscaped areas and areas in natural vegetation, golf courses, parks, recreational areas;

(k) Industrial and manufacturing uses in harmony with existing and proposed development; and

(l) Other accessory uses which are ancillary to, and designed to serve, any of the foregoing uses. (Ord. 2018-07, 6/19/18)

### 31-6. Conditional uses.

(1) The approved P-C Zone Plan or Community Structure Plan (CSP) may include provisions for specific land uses identified as conditional uses within a given district, which may include uses listed under section 31-3 or additional uses. The addition of conditional uses in the approved P-C Zone Plan shall require the approval of the Tooele County Commission, which approval may be established by development agreement. Conditional uses, if any, are subject to review and approval as set forth in Chapter 7 of this Title. Design standards for conditional uses shall be included with the applicable Project Specific Standards.

(2) Within a P-C Zone Plan or Community Structure Plan of properties containing 150 acres, but less than 400 acres, industrial and manufacturing uses may be allowed as conditional uses, subject to planning commission and council approval. (Ord. 2018-07, 6/19/18)

### 31-7. Planning and approval process for P-C zone.

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

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

(Ord. 2018-07, 6/19/18)

**31-8. P-C zone plan.**

(1) At the time of application for rezoning, a P-C Zone Plan shall be submitted to the Planning Commission for review and recommendation to the Commission. Following recommendation by the Planning Commission, a P-C Zone Plan shall be submitted for review and approval by the Commission. A proposed development agreement shall be submitted for approval by the Commission in connection with each P-C Zone Plan. The approved P-C Zone Plan and development agreement shall implement and govern development within the applicable P-C Zone but may be amended through standard rezoning procedures or through procedures outlined in the development agreement and shall contain the following information:

- (a) Name of planned community;
- (b) Names, addresses, and phone numbers of applicant and property owners;

(c) P-C Zone parcel location, legal/boundary description, acreage, scale, and north arrow;

(d) A land use table showing the proposed permitted and conditional uses (if applicable), number of dwelling units, height limits, and the total acreage of open space in the P-C Zone and areas (in square footage or acreage) of the various non-residential land uses proposed in the P-C Zone;

(e) General descriptions and locations of existing and proposed major infrastructure, including water, sanitary sewer, storm drainage, parks/open space/trails, and street improvements, together with service adequacy analyses for each of these (including the necessity of system improvements within or adjacent to the subject property, if applicable) to justify the dwelling units, open space, and non-



residential square footage proposed in the land use table mentioned above;

(f) Existing waterways, major utilities, easements and flood boundary;

(g) Adjacent parcels, owners, and uses;

(h) Topography and significant features on or adjacent to the property; and

(i) Other information deemed necessary by the Director.

(2) Subject to conditions or limitations agreed to in the development agreement, the development agreement based on the approved P-C Zone Plan shall confer a vested right to proceed with the development process established in this chapter for the property included within the applicable P-C Zone Plan, including the number of dwelling units and the square footage of nonresidential uses reflected in the approved P-C Zone Plan. Upon approval, the P-C Zone Plan shall constitute an amendment to the Tooele County General Plan for the area covered by the P-C Zone Plan. (Ord. 2018-07, 6/19/18)

#### **31-9. Community structure plan (CSP).**

(1) Following approval of the P-C Zone Plan, a Community Structure Plan (CSP), together with a development agreement that codifies that plan, shall be submitted to the Director for review and approval by the planning commission. The CSP shall contain a contiguous area within the P-C Zone that includes one or more of the following land use districts: neighborhood, village, town center, business, research, technology, educational campus, and open space. A CSP shall show the following:

(a) Name of planned community;

(b) Names, addresses, and phone numbers of applicant and property owners;

(c) CSP location, legal/boundary description, acreage, scale, and north arrow;

(d) Proposed land use districts (neighborhoods, villages, business and research parks, and/or town centers) boundaries, and acreage; a table showing the number of dwelling units, open space acreage, and acreage of the various non-residential land uses;

(e) A master circulation system plan, including a street network (which may include areas for off street parking, as appropriate), pedestrian circulation, bicycle and trail system plans (including possible equestrian trails), identification of street

alignments and right-of-way widths, illustrative cross sections which accommodate and specify vehicular, pedestrian, and bicycle use in the right-of-way. Pedestrian and bicycle trail systems shall connect the land use districts, schools and open space areas and provide linkages to other trail systems in existing or future areas of the P-C Zone and adjacent facilities within the adjacent municipal jurisdictions of Tooele County. A traffic study may be a required component of the master circulation system plan, as deemed necessary by the County.

(f) Existing and proposed waterways and water bodies, major utilities and easements, flood boundary, and flood control facilities;

(g) Adjacent parcels, their owners, and their uses;

(h) Topography and significant features on or adjacent to the property;

(i) Documentation of the ability to connect to an existing water system, or the creation of a new water system, as well as any associated water rights, shares, usage etc.

(j) Documentation of the ability to connect to an existing sewage system, or the creation of a new sewer system. Septic Systems are not allowed in the P-C Zone.

(k) Open space plan providing general description and locations of major open space;

(l) Standards that govern the design and maintenance of major public infrastructure improvements (including without limitation: sidewalks, parking requirements (including landscaping, and defining the required number of stalls based on land use districts) street lighting, paving, street furniture, etc.) and general building placement (setbacks), massing, and design criteria (CSP Design Standards); and

(m) Other information deemed necessary by the Director.

(2) The Planning Commission shall have the discretion to disapprove a CSP only on the basis of:

(a) the failure of the proposed CSP to include all of the elements required in this section;

(b) the failure of the proposed master circulation system identified in the CSP within and surrounding the P-C Zone to

adequately serve the communities within the P-C Zone;

(c) the failure of the proposed major infrastructure identified in the CSP within and surrounding the P-C Zone to provide adequate service to the communities within the P-C Zone; or

(d) the inclusion of uses in the CSP not permitted or conditionally permitted under this Chapter. In approving a CSP, the planning commission may impose the following reasonable conditions of approval to mitigate reasonably anticipated detrimental impacts:

(i) The proposed use and site development plan shall not present a serious traffic hazard due to poor site design or to anticipate traffic increases on the nearby road system which exceed the amounts called for under the county transportation master plan.

(ii) The proposed use and site development plan shall not pose a serious threat to the safety of persons who will work on, reside on, or visit the property nor pose a serious threat to the safety of residents or properties in the vicinity by failure to adequately address the following issues: fire safety, geologic hazards, soil or slope conditions, liquefaction potential, site grading/topography, storm drainage/flood control, high ground water, environmental health hazards, or wetlands. (Ord. 2018-07, 6/19/18)

#### **31-10. Project plan/subdivision plat.**

Upon approval of a CSP, a Project Plan shall be submitted for review, together with a development agreement that outlines Project Specific Standards establishing in substantial detail the character and nature of the design of public and private improvements within the area covered by the applicable Project Plan (Project Specific Standards) for the applicable portion of the P-C Zone covered by the Project Plan. The purpose of the Project Plan is to allow for the creation and approval of a fully-integrated development plan for a specifically identified portion of the applicable P-C Zone. A Project Plan may include vertical and horizontal mixtures of uses on one or more proposed lots, parcels or units located within the boundaries of the proposed Project Plan. Therefore, the Project Plan may identify a combination of proposed subdivisions, condominium projects, and/or site

plans, one or more of which may be submitted concurrently for review and approval with the Project Plan. The Project Plan, and each Subdivision Plat or Condominium Project submitted in connection therewith or in furtherance thereof, shall be reviewed and approved by the County staff prior to submittal of the Project Plan and associated development agreement to the Planning Commission for approval. Subdivision Plats (preliminary and final) shall be submitted and approved pursuant to the process and in accordance with the requirements set forth in Title 13, "Subdivisions," of the Tooele County Land Use Ordinance, and other applicable sections of the code. Application and approval of a preliminary or final subdivision plat may occur before submission of a Project Plan provided Project Specific Standards are submitted and approved contemporaneously with such subdivision plat application and approvals; and provided, further, that the Project Specific Standards and subdivision plat will ultimately be incorporated into an approved Project Plan and associated development agreement. The preliminary and final plats shall conform to the applicable CSP Standards as well as all applicable Project Specific Standards, including any supplemental Project Specific Standards proposed and approved in connection with the applicable final plat. (Ord. 2018-07, 6/19/18)

#### **31-11. Site plan review.**

Site plans may be reviewed concurrently with a Project Plan or Subdivision Plat. Any proposed commercial, office, industrial, multi-family residential, open space, parks, or institutional developments and alterations to existing developments shall be located on legal lots of record created by metes and bounds conveyance with the approval of the Staff or pursuant to subdivision or condominium plats and shall meet the site plan review requirements outlined by Staff. All Tooele County ordinances and requirements (which may include additional site-specific studies or reports, as necessary) shall be met in preparing site plan applications and in designing and constructing the development. Where applicable, building permits may not be obtained nor shall any site work be performed prior to site plan approval. (Ord. 2018-07, 6/19/18)

#### **31-12. Development standards.**

(1) **Open Space and Common Areas.** Open Space includes parks, trails, natural areas, wildlife refuges, nature preserves, community gardens or farmland, which is established to



provide recreational use and preserve recreational, agricultural, native vegetation, or other similar uses in the P-C Zone as approved by the Planning Commission. Common areas include landscaped areas (which may include landscaping around schools, colleges, and other civic buildings, as deemed appropriate by the County), athletic fields, gathering places such as plazas, commons, exterior courtyards, public recreational facilities, landscaped medians or park strips that exceed Tooele County standards, but do not include areas contained within a typical public street cross section. The applicable CSP Standards and Project Specific Standards shall govern the use and character of the open spaces and common areas. Each P-C Zone shall contain a minimum of 25 percent of the gross acreage in a combination of common areas and open space, of which 15% of the gross acreage shall be open space. These areas shall be designated in the applicable Project Plan and separately identified on any applicable final plat of subdivision or site plan. Open Space recorded as a lot or lots in subdivisions or as common area in condominium plats and shall be maintained with open space or conservation easements or such other arrangement as is approved by the Planning Commission in connection with Project Plan or subdivision or condominium approval.

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

(a) Minimum yard areas shall be measured from the front, side and rear lines of lots, condominium private ownership yard areas (where building footprint is not recorded) or from accesses, driveways, or streets (where no property lines or private ownership yard areas exist).

(b) Buildings may not be located within a public right of way or utility easement.

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

(a) All mechanical equipment, antennas, loading and utility areas, and trash receptacles shall be screened from view with architectural features or walls consistent with materials used in the

associated buildings as more specifically set forth in the applicable Project Specific Standards.

(b) Fences and landscape materials, except for mature trees which are pruned at least 7 feet above the ground, shall not exceed 2 feet in height within a 10 foot triangular area formed by the edge of a driveway and the street right-of-way line or within a 30 foot triangular area formed by the right-of-way lines of intersecting streets.

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

(a) Architectural design of buildings and building materials shall be established in the Project Specific Standards.

(b) All building materials shall be high quality, durable, and low maintenance.

(c) The applicable Project Specific Standards shall address exterior relief of buildings, design of all sides of buildings, and architectural compatibility of buildings.

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

(a) The applicable Project Specific Standards shall address the landscaping and proper maintenance of required front, side, and rear yards of lots and private ownership areas in the P-C Zone.

(b) All areas of lots and parcels in the P-C Zone not designated for open space, parking, buildings, or other hard surfacing shall be landscaped and properly maintained. Designated open space shall remain in a natural condition, cultivated or landscaped, and properly maintained in accordance with the Project Specific Standards.

(c) All park strips and public right-of-way areas in the P-C Zone shall be landscaped and properly irrigated and maintained by the applicable property owners in the P-C Zone unless otherwise approved by the Commission. All park strip areas shall be installed by the developer and properly maintained by the applicable owners in the P-C Zone. A plan for funding

of on-going maintenance of street landscaping by the property owners shall be presented for approval by Staff at the time of site plan approval.

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

(7) **Environmental Design.** To promote innovative stormwater management with an emphasis on the usage of practices that use or mimic natural processes that result in the infiltration, evapotranspiration or use of stormwater in order to protect water quality and associated aquatic habitat, Tooele County encourages the incorporation of Low-Impact Development (LID), as appropriate.

(8) **Other requirements.** The following requirements shall apply in the P-C Zone.

(a) All developments shall be graded according to Tooele County's engineering and building requirements to provide adequate drainage, and shall include necessary observations and reports performed by a licensed professional (with applicable fees paid for by the applicant or developer) to verify adequate grading and drainage as built. Buildings shall be equipped with facilities for the discharge of all roof drainage onto the subject lot or parcel.

(b) The applicable owners shall properly maintain all private areas of individual lots or parcels.

(c) The specific requirements of section 31-11 shall be governed by the Project Specific Standards established pursuant to the requirements of this Chapter and may be modified as the Commission deems appropriate pursuant to the terms of the applicable Project development agreement.

(d) All common area improvements including buildings, open space, recreational facilities, roads, fences, utilities, landscaping, walkways, street lights and signs not specifically dedicated to Tooele County or accepted for ownership or maintenance by Tooele County shall be perpetually maintained by the applicable owners or their agents through a special taxing district (existing or new), owners' association with power to assess and collect fees for maintenance or other assessment and maintenance mechanisms acceptable to the Commission. Improvements for which Tooele County agrees to accept

maintenance responsibility shall be reviewed by the applicable Tooele County service provider for compliance with adopted standards prior to approval. (Ord. 2018-07, 6/19/18)

### 31-13. Development agreement.

In conjunction with the approval of a P-C Zone Plan, CSP, and Project Plan, the developer and Tooele County shall enter into one or more development agreements reflecting all conditions of approval and terms of the applicable P-C Zone Plan, CSP, and Project Plan, and such other matters as Tooele County and the developer may agree. The commission chair signs all development agreements. The commission need only approve the development agreement associated with the P-C Zone Plan. Development Agreements entered into with respect to a CSP or Project Plan do not require approval of the commission unless the approved CSP or Project Plan, together with the approved CSP Design Standards or Project Specific Standards, are inconsistent with the conditions and requirements set forth in this title. Without regard to future amendments, additions or changes to the Tooele County Land Use Ordinance, Tooele County may agree, in such Development Agreements, that the developer may advance development applications for projects within the applicable P-C Zone pursuant to the planning and approval processes set forth in this chapter, or such other process as is specifically agreed upon pursuant to a development agreement approved by the commission. Such development agreements may further identify a process for approving amendments to an approved P-C Zone Plan, CSP, Project Plan or Subdivision Plat, which shall be approved by the commission to the extent such a process differs from Tooele County Land Use Ordinance. Any entitlement granted to the developer under the terms of a Development Agreement shall be subject to amendments, changes, or additions to this chapter if the commission finds that failure to so amend, change, or add to the chapter would constitute a compelling countervailing public interest. (Ord. 2018-07, 6/19/18)

Entry #: 563738

01/03/2022 10:30:46 AM AGREEMENT

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FEE \$0.00 BY TOOELE COUNTY

Jerry Houghton, Tooele County County Recorder

## **Exhibit D**

### **Memorandum of Understanding 10-08-04**



TOOELE COUNTY CORPORATION  
CONTRACT # 10-08-04Ent: 346128 - Pg 1 of 44  
Date: 8/26/2018 1:59 PM  
Fee: \$0.00 NO CHARGE  
Filed By: KL  
CALLEEN B PESHELL, Recorder  
Tooele County Corporation  
JERRY HARWOOD

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and among the following property owners: (i) Home Credit Corporation, a Utah corporation ("HCC"), as owner of Tooele County APN: 2-141-28; (ii) Cimmarron Investments, LLC, a Utah limited liability company ("Cimmarron"), as owner of Tooele County APN: 9-23R-29; (iii) John K. Giles and Randee T. Giles, joint tenants (collectively "Giles"), as owner of Tooele County APN: 9-23R-16; (iv) Lincoln Investments #3, LLC, a Utah limited liability company ("Lincoln #3"), as owner of Tooele County APN: 3-7-13; (v) Lincoln Investments #8, LLC, a Utah limited liability company ("Lincoln #8"), as owner of Tooele County APN: 5-50-18 (vi), Lincoln Investments #9, LLC, a Utah limited liability company ("Lincoln #9"), as owner of Tooele County APN: 5-50-33; (vii) BRK & H, LLC, a Utah limited liability company ("BRKH"), as owner of Tooele County APN's: 3-7-20, 3-7-24, 3-7-25, 3-7-27, & 3-7-28; and (viii) Tooele County, a political subdivision of the State of Utah, located at 47 South Main Street, Tooele, Utah 84074 (hereinafter, the "County").

HCC, Cimmarron, Giles, Lincoln #3, Lincoln #8, Lincoln #9 and BRKH are collectively referred to herein as the "Property Owners." The legal descriptions of the Property Owners' properties are attached hereto collectively as Exhibit "A," and this MOU shall be recorded against all such properties.

The Property Owners and the County are collectively referred to herein as the "Parties."

## REASONS FOR MEMORANDUM OF UNDERSTANDING

1. The Parties desire to realign the intersection at 3400 North and SR-36 in Tooele County, State of Utah, and to make the necessary land conveyances to accomplish the same.
2. The boundary lines of the properties adjacent to the proposed realigned intersection must be adjusted to accomplish the realignment of the intersection.
3. The Property Owners and the County will make the necessary property trades and/or dedications, consistent with this MOU, in order to accomplish the realignment of the intersection, in accordance with the drawings from Ward Engineering attached hereto collectively as Exhibit "B."
4. The Parties desire to realign the intersection and take such other actions as may be necessary to implement the Cooperative Corridor Preservation Agreement dated September 23, 2008, between UDOT and the County, in accordance with the terms of this MOU.

## AGREEMENT

In exchange for the mutual covenants and obligations set forth herein, and other valid consideration, the Parties covenant and agree as follows:



Ent: 346128 - Pg 2 of 44

1. The Property Owners and their assignees/successors in interest shall not be responsible for any of the costs to develop or improve the "Parkway" (which is defined as the new east-west corridor over the Railroad right of way at approximately 3400 North) or the intersection at the Parkway and SR-36, including future traffic signals, acceleration and deceleration lanes, and other related improvements.
2. The County will be responsible for building and paying for the design and construction of all road improvements inside of the Parkway from SR-36 to the west side of the proposed frontage road between Lots 15 and 16 of the Lakeview Ranchettes. This road will need to be built when the frontage road, either to the north or the south, is built.
3. Cimmarron and Giles, or their assignees, will be responsible for building and paying for the frontage road from the existing Cimmarron Way to the Parkway. The frontage road will be built as per the attached drawings, and shall align with the frontage road on the south side of the Parkway.
4. HCC or its assignees will be responsible for building and paying for the frontage road from HCC's property to the Parkway. This frontage road shall align with the frontage road on the north side of the Parkway.
5. The intersection at the frontage road (described in paragraphs 3 and 4 above) and the Parkway shall be a "full-access intersection," meaning traffic can enter and exit the adjacent properties from all directions.
6. The County, Cimmarron and Giles will jointly request that the Parkway and traded property on the north side of the Parkway be disconnected from Tooele City. The County, Cimmarron and Giles shall be responsible for any and all costs incurred in connection with seeking and obtaining approval for the disconnection from Tooele City.
7. The County, Cimmarron and Giles will work with UDOT to obtain an entrance and exit on the east end of the intersection of Cimmarron Way and SR-36. The County, Cimmarron and Giles shall be responsible for any and all costs incurred in connection with obtaining approval for said entrance and exit, and for the design and construction of the improvements necessary for the entrance and exit.
8. Except for the costs incurred to fulfill its obligations regarding the frontage road under paragraph 4 of the MOU, HCC shall not be responsible for any other costs, expenses or liabilities relating to or arising out of this MOU, including, without limitation, the costs or expenses of designing and constructing the improvements described in this MOU.
9. Each person who executes this MOU represents and warrants to the other Parties that he/she is duly authorized to execute this MOU on behalf of the indicated entity, and that said person/entity is the lawful owner of the parcel(s) of property identified in the opening paragraph of this MOU.

Ent: 346128 - Pg 3 of 44

10. This MOU is a binding and enforceable agreement, binding on the Parties and their assignees and successors in interest. This MOU shall run with the land, and be binding on all future owners of the parcels of real property described in Exhibit "A" hereto. This MOU supersedes all prior agreements and understandings relating to the subject matter hereof.

11. In the event of any litigation regarding the interpretation or enforcement of this MOU, the prevailing party shall be awarded its reasonable attorney fees and court costs, to be paid by the non-prevailing party(ies).

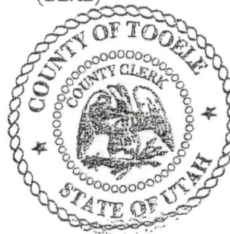
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the 3rd day of August, 2010.

## 1. TOOELE COUNTY

Colleen Johnson  
COLLEEN JOHNSON, CHAIRMAN  
TOOELE COUNTY COMMISSION

ATTEST:

Marilyn Gillette  
MARILYN GILLETTE, CLERK  
(SEAL)



## 2. HOME CREDIT CORPORATION

Don C. Ballard  
NAME: Don C. Ballard  
TITLE: Vice President

## 3. CIMMARRON INVESTMENTS, LLC


Jesse Lassly  
NAME: Jesse Lassly  
TITLE: Managing Member

## 4. GILES


John K. Giles / Randee T. Giles  
NAME: John K. Giles / Randee T. Giles  
TITLE:

Ent: 346128 - Pg 4 of 44


## 5. LINCOLN INVESTMENTS #3, LLC

  
NAME: Jesse Larson  
TITLE: Managing Member


## 6. LINCOLN INVESTMENTS #8, LLC

  
NAME: Jesse Larson  
TITLE: Managing Member

## 7. LINCOLN INVESTMENTS #9, LLC

  
NAME: Jesse Larson  
TITLE: Managing Member

## 8. BRK &amp; H, LLC

  
NAME: Jack Haddock  
TITLE: Managing Member

(NOTARY VERIFICATIONS ON FOLLOWING PAGES)

Ent: 346128 - Pg 5 of 44

1. STATE OF UTAH )  
 )  
 COUNTY OF Tooele )

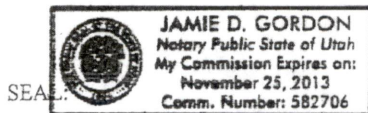
On this 3 day of August, 2010, personally appeared before me Colleen Johnson  
 who duly acknowledged to me that he/she executed this MOU as the Commission Chairman of  
 Tooele County.




  
 NOTARY PUBLIC

2. STATE OF UTAH )  
 )  
 COUNTY OF Salt Lake )

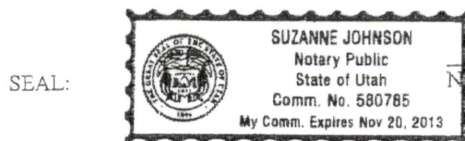
On this 26th day of Aug, 2010, personally appeared before me Don C. Ballard  
 who duly acknowledged to me that he/she executed this MOU as the Vice President of  
 Home Credit Corporation.



  
 NOTARY PUBLIC

③. STATE OF UTAH )  
 )  
 COUNTY OF Salt Lake )

On this 10 day of August, 2010, personally appeared before me Jesse Lassley  
 who duly acknowledged to me that he/she executed this MOU as the Managing Member of  
 Cimarron Investments, LLC.



  
 NOTARY PUBLIC

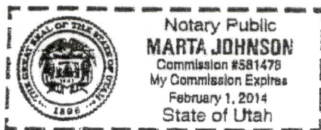


Ent: 346128 - Pg 6 of 44

4. STATE OF UTAH )  
 )  
 COUNTY OF Tooele )  
 )

On this 20th day of August, 2010, personally appeared before me John K. Giles, who duly  
 acknowledged to me that he/she executed this MOU. & Rande T. Giles

SEAL:

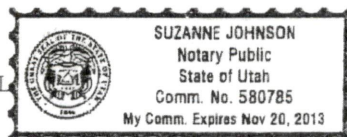


Marta Johnson  
 NOTARY PUBLIC

5. STATE OF UTAH )  
 )  
 COUNTY OF Salt Lake )  
 )

On this 10 day of August, 2010, personally appeared before me Jesse Lassley,  
 who duly acknowledged to me that he/she executed this MOU as the Managing Member of  
 Lincoln Investments #3, LLC; Lincoln Investments #8, LLC; and Lincoln Investments #9, LLC.

SEAL:

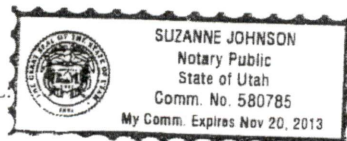


Suzanne Johnson  
 NOTARY PUBLIC

6. STATE OF UTAH )  
 )  
 COUNTY OF Salt Lake )  
 )

On this 10 day of August, 2010, personally appeared before me Jay Harwood,  
 who duly acknowledged to me that he/she executed this MOU as the Managing Member of  
 BRK & H, LLC.

SEAL:



Suzanne Johnson  
 NOTARY PUBLIC

Entry #: 563738

01/03/2022 10:30:46 AM AGREEMENT

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FEE \$0.00 BY TOOELE COUNTY

Jerry Houghton, Tooele County County Recorder

## **Exhibit E**

### **Real Estate Purchase and Exchange Agreement 06-12-09**

TOOELE COUNTY CORPORATION  
CONTRACT # 026-12-09REAL ESTATE PURCHASE AND EXCHANGE AGREEMENT  
BRK&H AND TOOELE COUNTY

THIS AGREEMENT ("Agreement") is made as of December 12, 2006, by and between BRK&H, whose address is 1515 West 2200 South, Suite C, Salt Lake City, Utah 84119, and TOOELE COUNTY, a body politic and corporate of the State of Utah, whose address is 47 South Main, Tooele, Utah 84074 (hereinafter referred to as "County").

WHEREAS, this Agreement is entered into for the purpose of reducing to writing certain agreements of the parties;

NOW, THEREFORE, in consideration of the mutual promises and representations made hereunder, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. PROPERTY EXCHANGE: County hereby agrees to trade BRK&H Lot #101, Lot #114, and Lot #115 of the Deseret Peak Commercial PUD, located on Colonel Road in Tooele County, Utah, totaling 25.641 acres, in exchange for a 200-foot wide railroad corridor containing 24.258 acres owned by BRK&H which runs from SR36 to Droubay Road in Tooele County, Utah, to be dedicated to Tooele County for a right-of-way, described as:

Beginning at a point which lies South 00°24'31" East, along the East line of Section 3, Township 3 South, Range 4 West, Salt Lake base and Meridian, a distance of 1124.43 feet from the Northeast corner of said Section 3, thence continuing along said section line South 00°24'31" East, a distance of 200.00 feet; thence South 89°40'05" West, a distance of 2,641.31 feet; thence South 89°40'10" West, a distance of 2641.33 feet to the West line of the Northwest Quarter of said Section 3; thence along said West line North 00°24'08" West, a distance of 200.00 feet; thence North 89°40'10" East, a distance of 2641.32 feet; thence North 89°40'05" East, a distance of 2,641.30 feet to the East line of the Northeast Quarter of said Section 3, and the point of beginning. Excepting there from that portion lying within State Highway No. 36 on the West. Contains 1,056,525 square feet or 24.254 acres.

The parties acknowledge that such properties are of the same value.

2. OPTION TO BUY:

a. County hereby grants BRK&H a first option to buy Lot #102 of the Deseret Peak Commercial PUD from County at the appraised value of Eleven Thousand Six Hundred and Sixty-Eight Dollars (\$11,668) per acre, totaling Sixty-Three Thousand Seven Hundred and Fifty-Four Dollars (\$63,754).

b. County hereby grants BRK&H a first option to buy 3.66 acres of property (Parcel #5-38-19), known as the old C&O Landfill located on Bates Canyon Road, from County for a total of Five Thousand Dollars (\$5,000.00), for which County will issue a Quit-Claim Deed.

c. County hereby grants BRK&H a first option to buy surplus property located in Lake Point (a portion of Parcel #4-65-17), formerly owned by Union Pacific Railroad Company, from County for Nine Thousand Five Hundred Dollars (\$9,500) per acre. This property will be surveyed and defined at BRK&H's expense.

d. All such options shall be exercised by December 31, 2007, at which time the options shall be extinguished.

3. PAYMENT OPTIONS: BRK&H may purchase the properties described in Section 2 above with cash and/or by performing work for County, as described below, to receive credit towards the payment.

a. BRK&H may install three-strand, barbed-wire fencing from Rogers Road to Sheep Lane along the County's MidValley Trail by January 1, 2007, receiving credit of One Dollar and Forty-Five Cents (\$1.45) per lineal foot, up to Forty-Nine Thousand Dollars (\$49,000). Any such installation work shall be performed under the direction of the County Engineering Department.



b. BRK&H may install up to 3,500 feet of lodgepole fencing around the five-acre trail head in Tooele City and at the Rogers Road and Sheep Lane termini, receiving credit of Ten Dollars (\$10.00) per lineal foot, up to Thirty-Five Thousand Dollars (\$35,000). Any such installation shall be performed under the direction of the County Engineering Department and with Tooele City's approval regarding any property it owns. BRK&H has provided County with non-emergency rates for people and equipment which can be used on any work County desires.

4. OBLIGATIONS:

1. BRK&H shall pay its portion of all Deseret Peak Commercial PUD offsite improvements, including street, curb, gutter, water, sewer, and lighting, if any, on a per-acre rate. The County shall be responsible for all costs relating to the improvement of the intersection of Colonel Road and SR112.

2. BRK&H and County shall each pay half of the cost to build the road along the railroad corridor described in Section 1 from SR36 to Droubay Road in Tooele County, Utah as such costs are incurred. BRK&H and the owners of adjoining properties shall have access to this road throughout its development. County shall bear the costs and responsibility of developing any trail within such right-of-way.

5. TAXES: Each party shall pay its pro-rated share of real property taxes to/from the date of the deeds of transfer.

6. DEFAULT:

a. Definition Neither party shall be deemed to be in default under this Agreement except upon the expiration of thirty (30) days from receipt of written notice from the other party specifying the particulars in which such party has failed to perform its obligations under this

Agreement, and then only if such party, prior to expiration of said thirty (30) day period has failed to rectify the particulars specified in the notice of default.

b. Remedies. In the event of a default hereunder, the non-defaulting party may, at its option:

(1) Seek specific performance of this Agreement, and, in addition, recover all damages incurred by the non-defaulting party. The parties declare it to be their intent that this Agreement may be specifically enforced;

(2) Perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting party or recover said monies from the defaulting party; and

(3) Pursue all other remedies available at law, it being the intent of the parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting party.

7. MISCELLANEOUS:

a. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in the Third District Court in and for Tooele County, Utah.

b. Attorney's Fees. In the event either party initiates or defends any legal action or proceeding in any way connected with this Agreement, the losing party in any such action or proceeding shall pay the prevailing party its reasonable attorney's fees, including its attorney's fees on any appeal.

c. Notices. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States mail, postage prepaid, return receipt requested, addressed to the appropriate party at the address set forth below:

BRK&H: Jay Harwood  
1515 West 2200 South, Suite C  
Salt Lake City, Utah 84119

County: County Commission  
47 South Main Street  
Tooele, Utah 84074

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon receipt.

For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, or (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to subparagraph (a) above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (1) the date of the attempted delivery or refusal to accept delivery, or (2) the date of the postmark on the return receipt, or (3) the date of receipt of notice of refusal or notice of non-delivery by the sending party.

8. CAPTIONS AND HEADINGS: The captions and headings in this agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

9. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter

hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party. Any provisions hereof not enforceable under the State of Utah, shall not affect the validity of any other provisions hereof.

10. JOINT AND SEVERAL OBLIGATIONS: In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

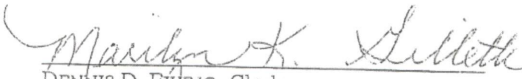
BRK&amp;H:

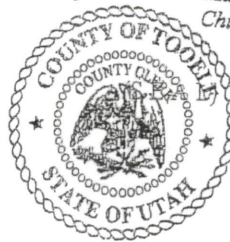
  
 JAY HARWOOD

TOOELE COUNTY:

  
 DENNIS ROCKWELL, Chairman

ATTEST:

  
 DENNIS D. EWING, Clerk

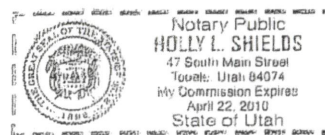
 Marilyn K. Gillette  
 Chief Deputy Clerk


STATE OF UTAH )

COUNTY OF Tooele )

:SS.

On December 15, 2006, before me, the undersigned notary, personally appeared JAY HARWOOD, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, and acknowledged to me that he has authority to so act on behalf of BRK&H.

  
 NOTARY PUBLIC




STATE OF UTAH )

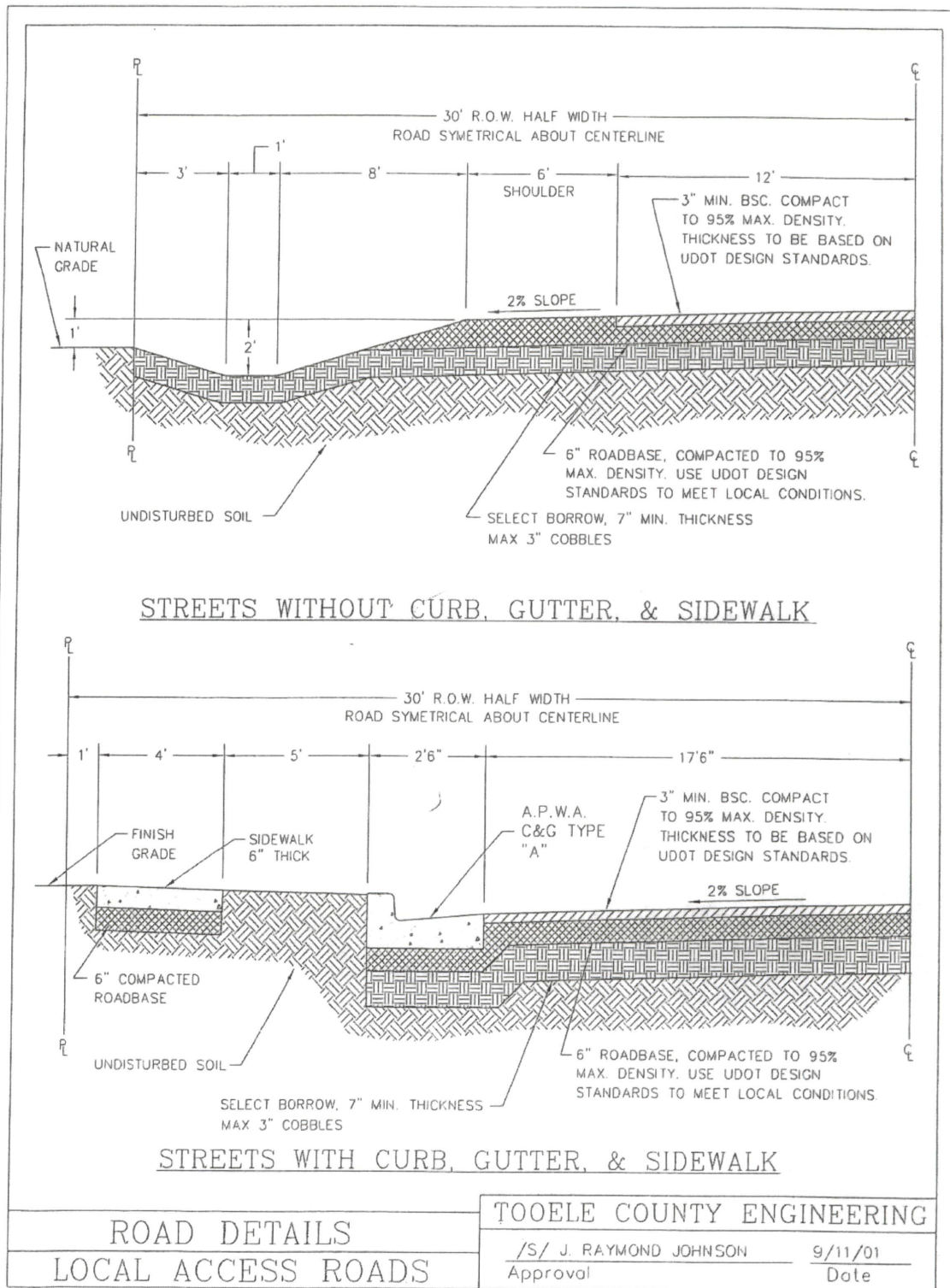
:ss.

COUNTY OF TOOELE )

On December 12, 2006, personally appeared before me DENNIS ROCKWELL and DENNIS D. EWING who being by me duly sworn, did say each for himself, that he, DENNIS ROCKWELL, is chairman of the Tooele County Commission and he, DENNIS D. EWING, is the clerk of Tooele County, and that the within and foregoing instrument was signed in behalf of Tooele County by authority of its Commission, and that DENNIS ROCKWELL and DENNIS D. EWING, each duly acknowledged to me that Tooele County executed the same.

  
NOTARY PUBLIC







AFFIDAVIT

PERMIT NO. \_\_\_\_\_

PROPERTY OWNER

STATE OF UTAH )  
COUNTY OF TOOELE )

I (we) RBW Investments LLC  
being duly sworn, depose and say that I (~~we~~) am (~~are~~) the owner(s) of the property located as follows,  
05-050-0-0018 05-050-0-0033 03-007-0-0035, and further identified in the  
attached application and that the statements herein contained and the information provided in the attached plans  
and other exhibits are in all respects true and correct to the best of my (~~our~~) knowledge. I also acknowledge that  
I have received written instruction regarding the process for which I am applying and the Tooele County  
Department of Engineering staff have indicated they are available to assist me in making this application.

Dated this 15 day of OCTOBER, 20 21.

[Signature]  
(Property Owner)

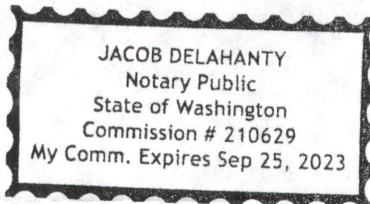
\_\_\_\_\_  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

Dated this 15 day of OCTOBER, 20 21, personally appeared before me:

Ralph Weber  
the signer(s) of the above who duly acknowledged to me that they executed the same.



[Signature]  
(Notary)

Residing in: Tooele County, Utah Edmonds, WA

My commission expires: 9/25/23





AFFIDAVIT

PERMIT NO. \_\_\_\_\_

**PROPERTY OWNER**

STATE OF UTAH )

)s

COUNTY OF TOOELE )

I (we) BRK & HLLC  
 being duly sworn, depose and say that I (we) am (are) the owner(s) of the property located as follows,  
03-007-0-0077, 0078, 0079, 0036, 0020, 0036, and further identified in the  
 attached application and that the statements herein contained and the information provided in the attached plans  
 and other exhibits are in all respects true and correct to the best of my (our) knowledge. I also acknowledge that  
 I have received written instruction regarding the process for which I am applying and the Tooele County  
 Department of Engineering staff have indicated they are available to assist me in making this application.

Dated this 25<sup>th</sup> day of FEBRUARY, 20 21.

BRK & HLLC

(Property Owner)

(Property Owner)

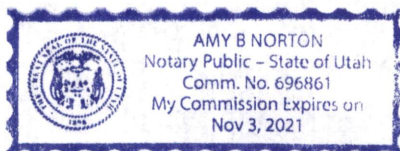
BR

(Property Owner)

(Property Owner)

Dated this 25<sup>th</sup> day of February, 20 21, personally appeared before me:

the signer(s) of the above who duly acknowledged to me that they executed the same.

Amy B Norton

(Notary)

Residing in: Salt Lake  
Tooele County, Utah

My commission expires: 11/3/2021



**STANSBURY PARK IMPROVEMENT DISTRICT**  
**30 Plaza • Stansbury Park, Utah 84074**  
**435-882-7922 • Fax 435-882-4943**

October 26, 2023

**CONDITIONAL WILL-SERVE LETTER**

Erda City  
2163 West Erda Way  
Erda, Utah 84074

RE: Oquirrh Point Development

This Conditional Will-serve Letter ("*Letter*"), is issued by the Stansbury Park Improvement District (the "*District*"), in connection with a certain real estate project proposed to be developed by Oquirrh Point Development (the "*Developer*") which, according to the Developer shall consist of Oquirrh Point Residential - 1259 units; 5 Acre LDS Church Site; 10 Acre Catholic Church Site; 6 Acre Erda City Hall Site; Erda Estates Residential - 325 units; and Tealby Village Residential - 80 units. (the "*Project*"), all as depicted on the Area Map attached as Exhibit "A" hereto.

The District hereby manifests its commitment ("*Commitment*"), and ability to provide and connect to municipal water and sanitary sewer services ("*Service*"), to a total of 1,664 Residential Units and a total of 21 acres to be utilized for religious and civic purposes as more particularly described above, with the understanding that it is the Developers intent to develop a targeted number of 1664 equivalent residential connections ("*ERCs*")

As an express condition precedent to the District's Commitment as set forth herein, the Developer shall be required to: (i) submit a formal Development Application; (ii) enter into with the District a [Master] Municipal Water and Sanitary Sewer Development and Service Agreement ("*Development Agreement*"); and (iii) otherwise comply with the terms of the Development Agreement as well as all other rules, regulations and policies of the District (collectively, the "*Development Requirements*"), which govern the design, plan review, construction, installation, inspection, approval and transfer to the District of all municipal water and sanitary sewer facilities and improvements developed within the Project, and set forth the terms, conditions and requirements pursuant to which the District will provide Service to the Project. The Development Requirements to be addressed shall include, but are not limited to, the following:

1. Inasmuch as the property upon which the Project is to be developed (the "*Property*"), is situated outside of the current legal boundaries of the District, the Property shall be required to be annexed into the District, at the sole expense of the Developer.

2. The Developer shall be required to obtain, purchase or otherwise acquire, at its sole expense, and transfer to and bank with the District, water rights acceptable to the District, as determined

by the District in its sole discretion, authorizing the diversion and use of water from District wells, for municipal purposes, in total amount sufficient for municipal water service to the entirety of the Project.

3. The design, construction and installation municipal water and sanitary sewer system improvements.

The District's commitment as set forth herein shall be in force and effect for a period of one year from the date hereof, unless extended in writing by the District.

**STANSBURY PARK IMPROVEMENT DISTRICT**



Brett Palmer  
District Manager



# EXHIBIT "A"

