

Zoning Amendment ApplicationLocation of Property 4700-5100 W, 2700-3100 N, Plain CityLand Serial Number(s) 190270007Request from Zone A-2 to Zone C-3**FEE: \$200.00**Date paid 1-21-24 Receipt # 2038913*Property Owner Western Basin Land & Livestock LLC

Phone _____ Fax _____ Email _____

Mailing Address 5238 W 2150 N, Plain City Zip 84404Developer/Agent Brady Blackner, Jared Yeates Battle Forged Foundation (BFF) /
Joshua Yeates, AttorneyPhone 385-319-4275 Fax _____ Email brady@uintaprecisiontactical.comMailing Address 1309 N 2050 E, Layton Zip 84040LEGAL DESCRIPTION: Please Attach 25 RCBTOTAL AREA – Acres or Square Feet: 50.51 acres7-13-24

At the time of submittal of application, please attach a letter addressing the following:

1. Summarization of:
 - Current Plain City General Plan classification and zoning classification
 - Requested change to the General Plan classification and zoning classification
2. For what reason(s) do you suggest the change? The applicant is responsible for justifying the requested change to the General Plan and Zoning. Issues to be evaluated will include, but are not limited to:
 - adopted goals and policies as expressed in Plain City's General Plan
 - adjacent land uses
 - population served
 - transportation impacts
 - public facilities (water, sewer, storm water, parks, schools, etc.)
 - the type of use requested and reasons why this use should be on this site
3. What is the estimated development schedule?

Attach a list of all adjacent properties within 500 feet. (Parcel #, name, mailing address)

- **Current property owner(s) must sign application (see attached affidavit)**



Battle Forged Foundation
1309 N 2050 E
Layton, UT 84040

August 18, 2026

Plain City
4160 W 2200 N
Plain City, UT 84404

***Re: Zoning Amendment Application *UPDATED* - Western Basin Land & Livestock
25 Acres***

Dear Members of the Planning Commission,

In response to Battle Forged Foundation's (BFF) proposed use of the subject property for facilities (for training, education, counseling and therapy) and a shooting range, the Planning Commission (PC) recommended updating the conditional use provisions of the C-3 zone that recognized a shooting gallery to also include a gun range. The conditional use was adopted by the City Council on October 2, 2025. BFF applied for the C-3 zone designation, which zone request included more property in the request than was intended to be used by BFF. As result, and based on input from the commission and council, BFF adjusted its property lines to fit the request and is resubmitting the zone request to C-3. The proposed use was supported by the residents at the public hearing regarding the proposed use/zone and received no opposition. The Commercial designation is essential to the long-term use and growth of the BFF foundation and goals as it headquarters. As such, it will not only achieve the goals of Plain City's general plan, but will add tremendous value to the overall community.

Information and Background Previously Provided:

The designation for Future Land Use is dark green which is "Parks, Recreation, and Open Space". See General Plan, p. 34. The current zoning classification is A-2. The zone classification C-3 allows for the conditional use of the property for BFF's intended purpose and to be used as its headquarters and will be contiguous to the property owned by the City that is zoned C-3. As described in its Articles of Organization, BFF's "programs and services will provide unique and effective support to individuals affected by PTSD, suicidal tendencies, addiction, and other problems stemming from traumatic experiences, including, among other things, therapy from licensed professionals and partnerships for inpatient care. These efforts will be focused on military veterans, first responders and frontline workers but will include and offer its services to other types of traumatic incident survivors".



From the Plain City General Plan

The following are issues to be considered in all land use decisions: p. 4

1. Overall Community Benefit – consider if the action provides an overall benefit to the community, helps to accomplish the goals of the General Plan, and can also be seen in the mutually supportive relationships of growth and development, economic development, housing, open space preservation, etc.
2. Compatibility – consider if the action emphasizes compatibility between the uses of land and represents a concern for the collective interests and rights of individuals to live, work, and enjoy recreation in an environment where the physical components are in harmony with each other.
3. Safety – consider if the action maintains the general health, safety and welfare of the public and is recognized as meeting the purpose and intent of planning.
4. Neighborhood Preservation – consider if the action preserves and protects existing and planned neighborhoods.
5. City Infrastructure – consider if the action preserves and maintains the City's existing and planned infrastructure or provides improvements and enhanced features. Consider significant natural, historic, and architectural features.

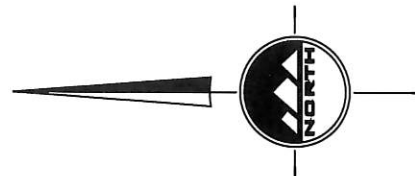
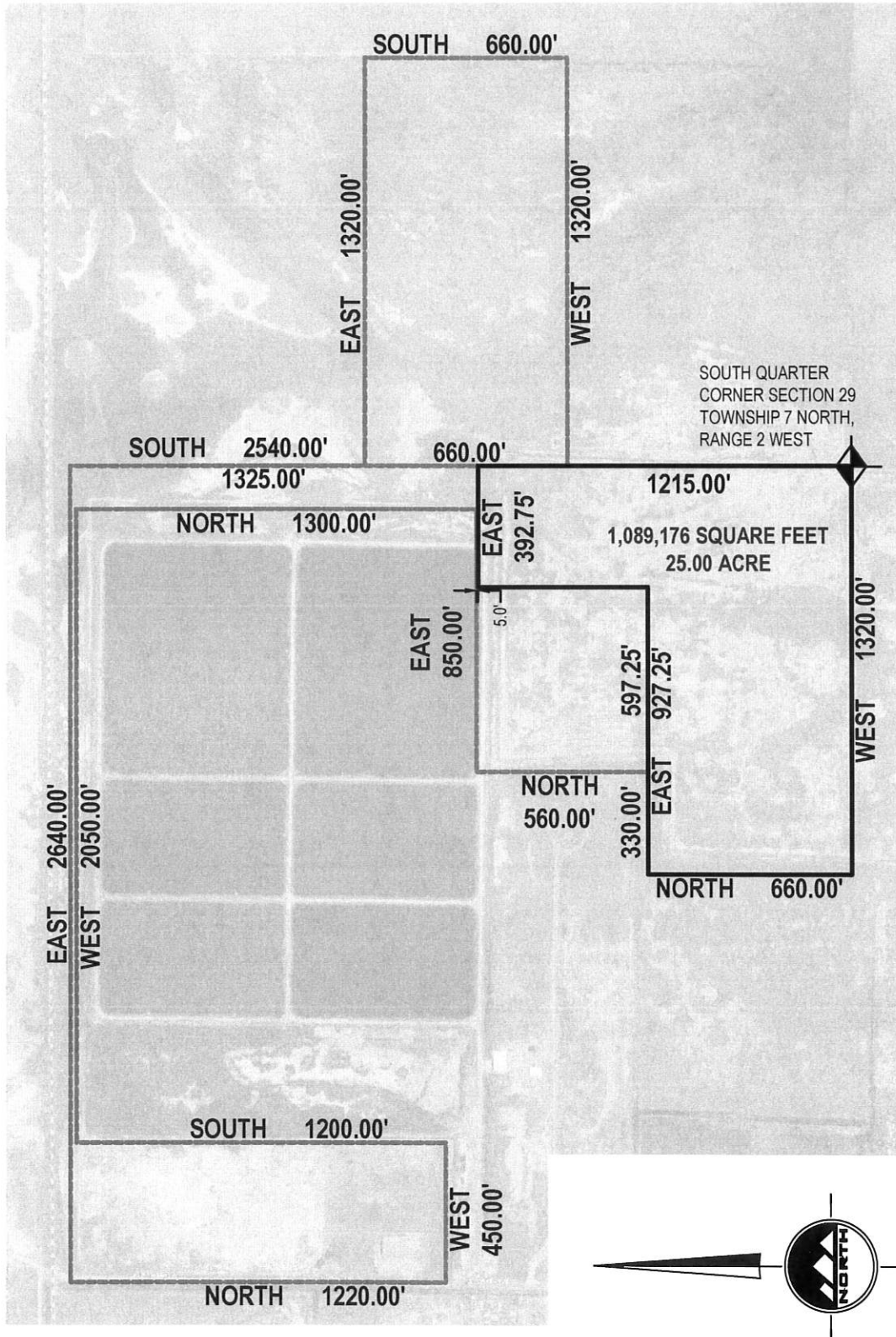
GOALS & OBJECTIVES

The goals and objectives of this General Plan were developed after discussions with representatives from the Planning Commission, City Council, community members on the Advisory Committee, stakeholders during the work session, and the public during workshops in the Spring.

OVERALL GOALS p. 5

1. Have the General Plan serve as a guide to all land use and growth decisions, particularly the Future Land Use Map and relevant objectives and actions of this plan.
2. Encourage a reasonable land use balance of the major land use categories of residential, commercial, light industrial and open space within the City.
3. Strive to make the City's land uses as compatible as possible with other adjacent and/or neighboring land uses in order to minimize the potential adverse effects of adjacent incompatible land uses.
4. Improve the development review process to ensure all development related applications submitted to the City comply with all adopted ordinances, rules, policies, and procedures.
5. Mitigate adverse impacts and promote benefits of annexing property and expanding city limits.
6. Strive to meet the housing needs of current and future residents.
7. Encourage economic development of appropriate scale that will generate tax revenue (to maintain or reduce future tax burden of citizens) and provide jobs.
8. Promote recreation, education, and community activities to enhance quality of life.
9. Plan and develop a cost-effective and safe transportation system that provides an adequate roadway network, potential for future transit options, and bicycle/pedestrian travel.

EXHIBIT



PROJECT NUMBER
15081

PRINT DATE
2026-06-09

PROJECT MANAGER
T. WILLIAMS

DESIGNED BY
D. JUMAA

EXHIBIT

BOUNDARY ADJUSTMENT 19-027-0007 & 19-027-0005

PLAIN CITY, UTAH
BOUNDARY ADJUSTMENT



SANDY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3550

CEDAR CITY
Phone: 435.855.1453

RICHFIELD
Phone: 435.856.2983

LAYTON
919 North 400 West
Layton, UT 84041
Phone: 801.547.1100
WWW.ENSIGNENG.COM

When Recorded Return To:

Cole West Land Partners, LLC
610 North 800 West
Centerville, Utah 84014

MASTER DEVELOPMENT AGREEMENT

OF

PLEASANT PLAINS

by and between

Plain City
a Utah Municipal Corporation

and

Cole West Land Partners, LLC
a Utah limited liability company

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MASTER DEVELOPMENT AGREEMENT
FOR PLEASANT PLAINS
(A Planned Mixed-Use Community)

THIS MASTER DEVELOPMENT AGREEMENT FOR PLEASANT PLAINS (this “Agreement” or “MDA”) is entered into this ____ day of October, 2026, by and between COLE WEST LAND PARTNERS, LLC, a Utah limited liability company (“Developer” or “Master Developer”), and PLAIN CITY, a Utah municipal corporation (“City”). Throughout this Agreement, the Developer and the City may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Developer owns or controls certain real property located within the City, more particularly described in Exhibit A (Legal Description of the Property) attached hereto (the “Property”);

WHEREAS, Developer intends to develop the Property into a large-scale, master-planned, mixed-use community containing residential and commercial components, open space, and public amenities (the “Project” or “Community”);

WHEREAS, the Parties acknowledge that development of the Project pursuant to this Agreement will result in significant planning and economic benefits to the City while providing Developer with the necessary vested rights and assurances to undertake such a large-scale development;

WHEREAS, the Parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to, the terms of, the Utah Municipal Land Use, Development, and Management Act, Utah Code Title 10, Chapter 20;

WHEREAS, the City finds that: (i) the City Council has reviewed the Project for consistency with the General Plan, as set forth in the findings of the ordinance approving this Agreement; (ii) the development of the Project will result in significant planning and economic benefits to, and will further the health, safety, and general welfare of, City and its residents through Public Facilities to be completed in several phases as set forth herein; (iii) the Project will increase sales tax, property tax, and other revenues to the City derived from businesses operated within the Community and residences constructed and occupied within the Community; and (iv) the Project will create jobs from new businesses to be located within the Community; and

WHEREAS, City acknowledges that Developer is relying on the execution and continuing validity of this Agreement, the conditions set forth in this Agreement, and the land use entitlements derived from this Agreement. Developer has expended substantial funds in the planning, design, and engineering for the Community in reliance upon this Agreement and will continue to expend substantial funds in the actual construction of the Community. Conversely, Developer acknowledges that City is relying on the execution and continuing validity of this Agreement and Developer’s faithful performance of its covenants and obligations under this Agreement in granting the land use entitlements contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, conditions, covenants, and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. INCORPORATION OF RECITALS

The recitals set forth above are incorporated fully into this Agreement as if fully set forth herein.

ARTICLE II. PURPOSE

The Parties desire that the City have reasonable certainty concerning the manner in which the Community will be developed and that the Developer will have reasonable certainty in proceeding with the development of the Community. Throughout this Agreement, Developer and its affiliates, successors, and assigns agree to comply with the terms of this Agreement, and in exchange, City authorizes Developer and its affiliates, successors, and assigns the right to develop the Community as set forth in this Agreement, as such may be amended pursuant to the terms contained herein.

The Parties further acknowledge and agree that the City Council, by enacting the ordinance authorizing this Agreement, establishes and creates a new zoning district applicable to the Property, to be known as the "Pleasant Plains Development Agreement Zone." This Agreement also establishes land use regulations that apply specifically to the Pleasant Plains Development Agreement Zone. To the extent of any conflict between this Agreement and any other provision of the City's Land Use Ordinances as applied to the Property, this Agreement shall control. Additionally, if this Agreement does not explicitly address an aspect of the Property, the Project, or the Pleasant Plains Development Agreement Zone, then the City's Land Use Ordinances (Plain City Municipal Code Titles 7 through 11) in place as of the April 1, 2026 and as attached hereto as Exhibit B (City's Land Use Ordinances), shall apply. The City, through the approval and execution of this Agreement, takes any and all legislative and administrative actions necessary to create and give effect to the Pleasant Plains Development Agreement Zone, including its inclusion on the City's official zoning map(s).

ARTICLE III. DEFINITIONS

Any term or phrase used in this Agreement that has the first letter of each word capitalized shall have the meaning defined herein or ascribed in this Article III.

Section 3.01 "Act" means the Municipal Land Use, Development, and Management Act, Utah Code Ann. Title 10, Chapter 20.

Section 3.02 "Administrative Action" means and includes any action that may be approved by the City's administration or staff without legislative action.

Section 3.03 "City's Land Use Ordinances" means the Plain City Municipal Code Titles 7 through 11 as stated and in place on April 1, 2026, and as attached hereto as Exhibit B (City's Land Use Ordinances).

Section 3.04 "City's Vested Laws" means the ordinances, policies, standards, and procedures of the City in effect as of the Effective Date of this Agreement.

Section 3.05 "Commercial Site Plan" means the preliminary layout and engineering plans for a Development Parcel or Phase which contains a Permitted Commercial Use submitted to the City for review prior to the approval of a Final Plat.

Section 3.06 "Compelling, Countervailing Public Interest" means a serious threat to public health, safety, or welfare (*See Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388, 395-396 (Utah 1980)), found by the City Council based on substantial evidence in the record, that was not reasonably known on the Effective Date, consistent with Utah Code Ann. §10-20-902.

Section 3.07 "Conceptual Master Plan" means the plan attached hereto as Exhibit C (Conceptual Master Plan) which is a non-controlling, representative illustration of how the Property may be developed, subject to changes in the location of the relevant transportation corridor and as described and explained more fully in this Agreement.

Section 3.08 "Design Standards" means those development and design standards set forth in this Agreement, the City's Land Use Ordinances, and the separate plans that may be adopted by Developer for the purpose of providing consistency and continuity throughout the Community.

Section 3.09 **“Developer” or “Master Developer”** means Cole West Land Partners, LLC, a Utah limited liability company, and its affiliates, successors, and assigns.

Section 3.10 **“Development Activity”** means any design, engineering, entitlement, construction, expansion, and marketing of a Development Parcel, building, structure, Lot, or use.

Section 3.11 **“Development Parcel”** means an area within the Property that holds the potential of being developed, in part or in whole, by Developer into one or more separate residential, commercial, or mixed-use development envelopes.

Section 3.12 **“Effective Date”** means the date upon which this Agreement is fully executed by all Parties and the City ordinance authorizing this Agreement takes legal effect.

Section 3.13 **“Final Plat”** means a final plat of a residential, commercial, or mixed use subdivision to be constructed as a phase within a Development Parcel which, after approval by the City, is to be recorded in the Official Records on file in the Office of the Recorder of Weber County, State of Utah.

Section 3.14 **“General Plan”** means the comprehensive general plan of Plain City in effect as of the Effective Date.

Section 3.15 **“Lot”** means a legally created parcel of land within the Property, designated for separate ownership or occupancy, and created pursuant to a recorded Final Plat.

Section 3.16 **“Modification Application”** means the application and process prescribed for modifying this Agreement or any Preliminary Site Plan.

Section 3.17 **“Permitted Commercial Uses”** means any commercial building, structure or use that complies with the limitations and types of use set forth as Permitted in Title 10, Chapter 6 (Commercial Zones) of the Plain City Municipal Code, including but not limited to those in the C-1 (Neighborhood Commercial), C-2 (General Commercial), and C-3 (Transitional) zones. For clarity and without limitation, Permitted Commercial Uses shall broadly include industrial (e.g., manufacturing, warehousing, and assembly), retail (e.g., stores, supermarkets, and sales lots), office (e.g., professional services, financial institutions, and medical clinics), hospitality (e.g., hotels, motels, and bed and breakfasts), entertainment (e.g., amusement centers, theaters, and recreational facilities), and other similar uses, whether conducted indoors or outdoors where permitted by the Code. Permitted Commercial Uses may be found on Parcels or within Plats which are designated either Commercial or Mixed-Use. Uses listed as conditional in the C-1, C-2, or C-3 zones shall remain subject to the City’s conditional use process as in effect on April 1, 2026. Manufacturing, warehousing, and assembly uses are permitted only within an area designated Manufacturing Commercial which areas shall be located adjacent to or within 1 mile of the area designated as the Corridor Reservation.

Section 3.18 **“Preliminary Site Plan” or “Site Plan”** means the preliminary layout and engineering plans for a Development Parcel or Phase submitted to the City for review prior to the approval of a Final Plat.

Section 3.19 **“Project Improvements”** means site-specific improvements, infrastructure, or facilities that are planned and designed to provide service solely for the Community, as distinguished from System Improvements.

Section 3.20 **“Public Facilities”** means all on-site, public infrastructure and services necessary for the Project, including but not limited to roads, culinary water, secondary water, sanitary sewer, storm drainage, parks, and trails, which may be dedicated to the City or another public entity upon completion.

Section 3.21 **“Single-Family Detached”** means a residential dwelling unit that is located on its own Lot and does not share any common vertical walls with any other dwelling unit. Such units may include accessory structures.

Section 3.22 **“Single-Family Attached”** means a residential dwelling unit that is attached to one or more adjacent dwelling units by one or more common vertical walls. Such units may include, without limitation, townhomes or rowhomes, and may be platted as individual fee-simple Lots.

Section 3.23 **“Sub-Developer”** means any person, entity, group, or association to whom Developer sells or transfers a Development Parcel to design, engineer, entitle, construct, and market.

Section 3.24 **“System Improvements”** means existing or future Public Facilities that are designed to provide services to areas within the City at large, as opposed to Project Improvements which serve only the Community.

ARTICLE IV. SUMMARY OF THE PROJECT AND PERMITTED USES

Section 4.01 **Project Overview.** Pleasant Plains is planned as a phased, mixed-use, master-planned community. Developer will act as the master developer of the Community. As such, Developer will oversee and/or coordinate the design and construction of all major Public Facility infrastructure and amenities necessary for the Community.

Section 4.02 **Maximum Residential Density.** Developer may develop up to a maximum of 3,500 residential dwelling units within the Project. The Maximum Residential Density is a ceiling, not a guaranteed yield; units actually approved depend on compliance with this Agreement, site conditions, and availability of Public Facilities. Developer shall have the sole right and authority to allocate these residential units among the various Phases (as defined below), Development Parcels, and Sub-Developers, subject to the limitations and restrictions contained in this MDA, including Section 4.04 below. The Maximum Residential Density and the Density Caps in Section 4.04 are subject to adjustment only as expressly provided in Section 5.03 (Wetlands) and Section 5.09 (Study-Based Adjustment).

Section 4.03 **Residential Phases and Densities.** The Maximum Residential Density will be allocated throughout the Community in different phases (each a **“Phase”**). Each Phase will consist of Development Parcels containing varying levels of either commercial, residential, civic, open space or mixed-use density and uses. The various Phases will be designated for planning purposes including the sizing and location of Public Facilities as well as efficiencies of scale and preservation of property values. It is intended by the Parties that there be a level of flexibility in the final location, size, and intensity of residential uses within all of the Phases. Accordingly, the boundaries, intensity of use, and size of any Phase may be unilaterally modified by the Developer without seeking an approved Modification Application or other City approval, provided that the overall Maximum Residential Density and the Density Caps outlined in Section 4.04 below are not exceeded. Stacked Flat Units and Eighty Percent (80%) of all Single-Family Attached units shall be located only within the Mixed-Use/Village Center area on Exhibit C (Conceptual Master Plan) (as adjusted under Section 4.06 to follow the final Corridor alignment). For purposes of this Section 4.03, an **“Adjacent Lot”** shall be defined as a parcel of land which, as of the Effective Date, is: (1) immediately adjacent to, but outside the Property; (2) which is zoned residential or agricultural; and (3) which has a residence constructed thereon. Developer agrees that any portion of the Property which is within 300 feet of an Adjacent Lot shall be automatically designated as Level 3 Density or Level 4 Density as defined in Section 4.04.

Section 4.04 **Variance in Phase Densities.** The Parties acknowledge that each Phase, or portion thereof, submitted to City for Final Plat approval of a residential subdivision may identify densities greater than its pro rata portion of the Residential Density. The existence of such a density variance shall be deemed approved so long as nearby Public Facilities and infrastructure are sufficient and available to meet the demands created by the density, the cumulative number of approved units does not exceed the Maximum Residential Density, and the Density Caps (defined below) are not exceeded. Residential categories are defined by lot size as shown on the recorded Final Plat. The limits in the table below apply to all residential units within the Property. Each Final Plat shall state (i) the Maximum Residential Density, (ii) units by category in the proposed plat, (iii) cumulative recorded units by category including the proposed plat, and (iv)

the remaining balance under each limit. The parties acknowledge the need for balance in land use intensity across the project and the need to implement sound master planning principles throughout the planning and execution of the community. Developer therefore commits not to exceed certain thresholds of intensity on certain higher density land uses. These density caps (“**Density Caps**”) are outlined below:

Pleasant Plains <u>Residential</u> Density Caps		
Maximum Residential Dwelling Units: All Unit Types: 3,500	<u>Maximum Number of Units By Type:*</u> - Stacked Flat Units (Not to Exceed) - 1,000 units - Single-Family Attached (Not to Exceed) - 1,000 units - Level 1 Density Single-Family Detached (7-10 du/ac) (Not to Exceed) – 400 units - Level 2 Density Single-Family Detached (5-7 du/ac) (Not to Exceed) - 400 units - Level 3 Density Single-Family Detached (2-5 du/ac) (Not to Exceed) - 2,500 units - Level 4 Density Single-Family Detached (1-2 du/ac) Not to Exceed) - 3,000 units <i>* Note that these maximum unit numbers are relevant to each specific housing type, and are not to be considered as cumulative for all types</i>	<u>Additional Limits</u> The combined total of all Stacked Flat Units and Single Family Attached Units shall not exceed 45% of the total Maximum Residential Dwelling Units.

Section 4.05 **Commercial Acreage and Uses.** Developer is entitled to develop up to 300 acres of broadly defined commercial uses. Permitted commercial uses shall include, without limitation, retail, office, industrial, hospitality, and entertainment.

Section 4.06 **Corridor Reservation.** The parties acknowledge that the final alignment of the regional transportation corridor is not currently known or within the control of the parties and that the exact location of the mixed-use zone identified on Exhibit C (Conceptual Master Plan) may change once the alignment of the transportation corridor is finalized. Developer shall reserve, and, upon finalization of the alignment by the Utah Department of Transportation (“UDOT”) or the applicable regional agency, dedicate to the City (or to UDOT or the applicable regional agency at the City’s direction) a right-of-way easement across the Property of sufficient width to accommodate the finalized corridor alignment (the “**Corridor Reservation**”). Pending finalization of the alignment, Developer has designated a preliminary corridor reservation area based on the best available UDOT or regional-agency planning information as reflected on Exhibit C (Conceptual Master Plan) (the “**Preliminary Corridor Reservation**”). Final Plats for portions of the Property located outside such preliminary Corridor Reservation area may be processed, approved, and recorded in the ordinary course without regard to the status of UDOT’s alignment finalization. No Final Plat may be recorded within the preliminary Corridor Reservation area (or, once established, the final Corridor

Reservation area) until UDOT (or the applicable regional agency) has issued written concurrence with the alignment as it crosses the Property or has confirmed that the affected area lies outside the corridor. The Preliminary Corridor Reservation shall remain in effect until the earlier of when: (1) UDOT finalizes the alignment and Developer dedicates the Corridor Reservation; (2) the Parties agree, after consultation with UDOT, to release or modify the Preliminary Corridor Reservation; and (3) five (5) years from the Effective Date of this Agreement without dedication of the Corridor Reservation. If the Preliminary Corridor Reservation terminates because of the expiration of the afore referenced five (5) year period, Developer shall design and construct a major collector road across the Property in general conformity with the alignment of the released Preliminary Corridor Reservation and the City's planned collector network, constructed in compliance with the accepted transportation impact study. Upon completion of the construction of the reference major collector road, Developer shall dedicate the same to the City and shall receive appropriate compensation pursuant to Section ___ of this Agreement. For the sake of clarity, dedication of the Corridor Reservation alone shall not entitle the Developer to impact fee credits, density bonuses, or other compensation from the City. The right-of-way width, cross-section, geometrics, and design of the Preliminary Corridor Reservation or Corridor Reservation shall conform to UDOT's then-current design specifications for the contemplated West Weber Corridor extension.

Section 4.07 **Mixed Use and Commercial Phases.** It is anticipated that the project will feature one or more commercial and/or mixed-use zones. Mixed-use zones will be characterized by a blending of commercial, residential, and civic uses arrayed around the intersection of a major regional transportation corridor/primary collector road within the project. This area is anticipated to be a strong source of economic development and commerce that will provide long term benefits to the City. It is intended by the Parties that there be a level of flexibility in the final location, size, and types of uses within these mixed use areas. Any and all Mixed Use and Commercial zones shall be adjacent to either the Preliminary Corridor Reservation/Corridor Reservation or another Mixed Use or Commercial zone. Accordingly, the boundaries, size, and types of land uses within such mixed-use area may be modified by the Developer without any separate Modification Application or other City approval, so long as modified uses are still within the Permitted Commercial Uses (as defined and discussed below) and still comply with the standards set forth in this Agreement and the City's Land Use Ordinances, as applicable. The final boundaries, size, and types of land uses within the mixed-use zone as modified shall be indicated on the applicable Final Plat, subject to the limits on boundary changes in this Section. Where any Development Parcel containing industrial or heavy-commercial uses (including warehousing, manufacturing, or assembly) is proposed adjacent to a Development Parcel containing residential uses, Developer shall provide, at the interface, a landscaped buffer of not less than fifty feet (50') in width, together with a [six-foot (6')] solid privacy wall where the use includes outdoor storage, loading, or truck circulation. Loading docks shall not face adjacent residential parcels. Any barrier or buffer shall comply with the City's Land Use Ordinances regarding lighting, noise attenuation, screening, and truck-circulation separation. Not less than ~~160~~25 acres shall be reserved for Permitted Commercial Uses and shall not contain residential units other than upper-floor units in vertical mixed-use buildings.

Section 4.08 **Private Development Controls (CC&Rs).** Developer reserves the unilateral right to establish, record, amend, and enforce private declarations of Covenants, Conditions, and Restrictions ("CC&Rs"), design guidelines, and similar private land use controls governing the development of the Project.

Section 4.09 **Accessory Dwelling Units.** Accessory Dwelling Units ("ADUs") shall be permitted within any Single-Family Detached unit provided such ADUs comply with applicable State statutes, the City's Land Use Ordinances, and applicable building and fire code requirements. Detached ADUs are permitted only on lots of 8,000 square feet or larger. ADUs shall not count toward the Maximum Residential Density or Section 4.04, but the Pre-Development Studies shall account for ADUs on one percent (1%) of detached lots. Developer reserves the right to establish additional regulations governing ADUs through recorded CC&Rs, provided such regulations do not conflict with or restrict rights granted under applicable State law and City ordinances.

Section 4.10 **Development Standards.** Development within the Project shall comply with the standards in this Section. Standards not addressed in this Section shall be those in the City's Land Use Ordinances. All structures shall comply with applicable fire and life safety requirements, including the International Fire Code (IFC) as adopted by the City. Single-family detached residential structures within the Project shall be developed with side yard setbacks of five feet (5') or greater, front yard setbacks of twelve feet (12') or greater, and rear yard setbacks of fifteen feet (15') or greater. Front-loaded garages shall be set back not less than ~~twentyfive~~ feet (20'15') from the back of sidewalk; living areas and porches may extend to the twelve-foot (12') front setback. Maximum building height shall be forty feet (40') for detached and attached dwellings and fifty feet (50') for Stacked Flat buildings. Residential product types shall be developed within the following lot-size ranges: (i) Level 4 Density Single-Family Detached (1-2 du/ac or less): minimum 15,000 square feet; (ii) Level 3 Density Single-Family Detached (2-5 du/ac): minimum 8,000 square feet, maximum 15,000 square feet; (iii) Levels 1 and 2 Density Single-Family Detached (5-10 du/ac): minimum 3,500 square feet, maximum 8,000 square feet; (iv) Single-Family Attached: minimum 2,000 square feet per unit; and (v) Stacked Flat Units: no minimum lot area per unit (governed by Site Plan). Stacked Flat Units shall not exceed twenty-three (23) dwelling units per net acre. Single-Family Attached units within the Village Center shall not exceed twenty-three (23) dwelling units per net acre, and Single-Family Attached units outside of the Village Center shall not exceed twenty (20) dwelling units per net acre. All calculations in this agreement are per net acre meaning they are calculated for each Development Parcel exclusive of public rights-of-way. Single-family attached residential structures within the Project shall be developed with front yard setbacks of twelve feet (12') or greater, rear yard setbacks of fifteen feet (15') or greater, and building separations of ten feet (10') between structures. Required parking for the Project shall be as follows: residential units shall provide a minimum of 1.5 parking stalls per unit, for Single-Family Attached, 2.0 parking stalls for Single-Family Detached, inclusive of garage parking and multifamily units shall provide a minimum of ~~1.75~~1.50 off-street stalls per unit plus 0.25 guest stalls per unit. Such parking may be satisfied through a combination of garage, driveway, shared, or other alternative parking configurations as reflected on approved plats or Site Plans; on-street parking may count only toward guest parking and shall not count toward required parking on streets subject to the City's winter parking restrictions. Street cross-sections shall include park strips or other snow storage areas in accordance with the City's Land Use Ordinances. Developer reserves the right to impose stricter or more refined development standards, including within lower density areas of the Project or on specific parcels through the recordation of CC&Rs, which the City shall have no obligation to enforce. Developer may also create a set of more detailed design standards to guide development within the community which shall be no less restrictive than the standards outlined above.

ARTICLE V. PUBLIC FACILITIES AND INFRASTRUCTURE OBLIGATIONS

Section 5.01 **Developer and City Obligations for Utilities.** All public improvements within the Project shall be designed, installed, inspected, and accepted in accordance with City's Land Use Ordinances. Developer shall be responsible for the design, construction, and dedication of on-site utility infrastructure necessary to serve the Project in accordance with the City's applicable master plans and standards. The City shall maintain such infrastructure post-dedication at levels generally provided to other areas of the City except as outlined below. Specific obligations include:

(a) *Water.*

(i) Water Infrastructure and Service. The Parties acknowledge that culinary water service for the Community will not be provided by the City, but by a third-party public water district approved by the City (the "**Water District**"), and that secondary water service shall be provided as established under Section 5.01(a)(iv). Each provider of water service to the Project shall be listed on the City's approved water purveyors list. Developer shall be responsible for coordinating with each water provider for the design and construction of all on-site water systems, including storage, transmission, and distribution facilities, in accordance with the standards required by such providers and applicable state regulations. Upon completion, such infrastructure shall be dedicated to and maintained by the respective water providers. The City shall have no obligation to maintain, operate, or repair these water systems.

(ii) Water Rights Dedication. Developer shall address the requirements of service directly with the applicable water providers. The City shall not require Developer to dedicate any water rights or shares to the City at any time, except that, before the City accepts dedication of any park, trail corridor, or other landscaped area it will maintain, Developer shall provide a secondary water source, and convey any water rights or shares needed, sufficient to irrigate that area, as determined by the City Engineer. Developer shall have the right to freely transfer, allocate, or bank its water rights with these water providers to maximize efficiency among the Development Parcels.

(iii) Will-Serve Confirmation. In lieu of dedicating water rights to the City, Developer's sole obligation to the City regarding water sufficiency shall be to provide a "will-serve" letter or similar written confirmation from the applicable water provider prior to the recordation of a Final Plat or Commercial Site Plan for any Phase. Such confirmation shall verify that sufficient service has been secured and that culinary and/or secondary water service is available for the applicable Phase. In addition, prior to recordation of the first Final Plat within the Project, Developer shall deliver to the City a written preliminary capacity confirmation from the applicable water provider(s) as part of the Pre-Development Studies under Section 5.08, identifying the water shares, source, and delivery capacity available to serve the Project. No additional water capacity study or confirmation shall be required at any subsequent Phase beyond the will serve letter contemplated by this Section. The culinary water portion of the water sufficiency analysis, and each culinary will-serve letter, shall be approved in writing by the Water District(s).

(iv) Secondary Water System. The water sufficiency analysis under Section 5.08 shall include a secondary water plan identifying (i) the source of secondary water; (ii) the water rights or shares to be used, with evidence of ownership and any required state approvals; (iii) storage, pressurization, and delivery facilities; (iv) the entity that will own, operate, and maintain the system, which shall be on the City's approved water purveyors list, with its written acceptance of that role; and (v) the timing of system construction relative to the Phases it serves. The secondary water plan shall be accepted by the City Engineer before approval of the first Preliminary Plat. If any Phase will not be served by a secondary system, the culinary water analysis shall include that Phase's outdoor irrigation demand. The City shall have no obligation to own or operate a secondary system unless the City Council approves a separate agreement.

(b) Sewer. Developer shall install all on-site improvements necessary for the transport of Project sewage to City Sewer systems. Such improvements shall be dedicated to the City with the respective Final Plats and, after acceptance in accordance with the City's Land Use Ordinances, shall be maintained by the City. Within sixty (60) days of the approval of Developer's first preliminary plat, Developer shall dedicate a minimum of 17.50 acres of land to the City specifically for the construction and operation of a sewer treatment facility. The tentative location of such real property is reflected on Exhibit C (Conceptual Master Plan). Developer's obligation to convey the sewer facility site, and the City's obligation to accept it, is conditioned on the City's prior preliminary acceptance of the specific site through its Public Works Department, which acceptance shall not be unreasonably withheld. If the City reasonably determines that the site depicted on Exhibit C (Conceptual Master Plan) is incompatible with adjacent planned park, residential, or other uses, Developer and the City shall cooperate in good faith to identify a mutually agreeable alternative site of comparable acreage within the Property, and the dedication obligation shall attach to such alternative site.

(c) Roads. Developer shall construct roads per City standards, including major collector roads in general conformity with the alignments in the City's Transportation Master Plan and the Traffic Impact Study required by this Agreement. Developer shall dedicate right-of-way for each collector road at the width required by City's Land Use Ordinances with the Final Plat for the adjacent Development Parcel. Changes to a collector alignment require the City Engineer's written approval which approval shall not be unreasonably conditioned, withheld, or delayed. City shall maintain dedicated roads.

(d) Electrical Power. Developer shall coordinate with the third-party electrical power supplier (currently Rocky Mountain Power, a division of PacifiCorp, or any successor) who shall design and

construct electrical transmission systems in compliance with applicable regulations. City shall grant necessary easements, rights-of-way, or servitudes for construction and maintenance.

(e) *Miscellaneous Utilities.* Developer shall provide infrastructure for storm drainage consistent with the City's Storm Water Master Plan. A single Project-wide storm drainage capacity analysis shall be prepared and delivered as part of the Pre-Development Studies under Section 5.08 prior to recordation of the first Final Plat within the Project. Developer shall work with a licensed civil engineer to ensure that adequate storm water infrastructure is included with each phase to accommodate storm water runoff. Stormwater capacity may be shared across phases or plats so long as all stormwater across the project is accounted for. Developer shall dedicate Public Utility Easements (PUEs) within the Property as necessary to accommodate natural gas service (to be operated and maintained by a regulated provider, currently Dominion Energy) and phone/cable/data systems (or conduit for future installation by the respective franchised providers). The actual installation, ownership, and maintenance of the natural gas and telecommunications facilities shall be the responsibility of the applicable regulated or franchised utility providers. City shall grant franchise extensions and easements within its rights-of-way to accommodate these utilities, with authority to determine routes and locations.

Section 5.02 **Parks, Trails, and Other Amenities.** Developer shall dedicate and construct a ten-foot (10') asphalt trail adjacent to Dixie Creek (the "**Dixie Creek Trail**"), which shall be located within a public access easement not less than twenty feet (20') wide, and each segment shall be constructed with the Final Plat for the adjacent Development Parcel, and, in conjunction with the City, shall work with Weber County to connect the Dixie Creek Trail to the County's Rail Trail. Before recording the first Final Plat adjacent to the Little Mountain Rail Trail, Developer shall provide Weber County's written concurrence on the connection(s). In addition, Developer shall dedicate and construct at least two (2) public access parks, with a combined averaged of twenty (20) acres in size, adjacent or connected to the Dixie Creek Trail and shall dedicate at least five (5) additional acres of real property to the City for the City's construction of a recreational center. The combined acreage of all public parks, private (homeowners association) parks, trails, dedication recreational center space, and conservation areas shall be sufficient to equal the the level of service identified in the City's parks impact fee facilities plan in place as of April 1, 2026. Further, and no public park shall be smaller than 5 acres. Dedication of the first public park shall occur at the time of Final Plat or Commercial Site Plan recording for the contiguous area(s) but in any event, no later than the issuance of a building permit for the five hundredth (500th) residential unit. The second public park shall be dedicated no later than the building permit for the 1,750th residential unit. Before the construction of each public park, a park plan shall be approved by the City which approval shall not be unreasonably conditioned, delayed, or withheld. The Developer shall maintain each park for ~~two (2) years~~ one (1) year after dedication. From the date of dedication of the Dixie Creek Trail and for a period of five (5) years thereafter, Developer and/or the applicable homeowners association (at Developer's discretion) shall maintain the Dixie Creek Trail, however, the City shall be responsible for the maintenance of any and all dedicated parks after the ~~two (2) year~~ one (1) year period described above and shall maintain the Dixie Creek Trail after the afore referenced five (5) year period.

Section 5.03 **Wetlands Maintenance.** Wetlands, riparian corridors, and sensitive lands subject to conservation easements granted to third parties shall either be maintained and/or preserved in accordance with the terms of an agreement between such parties and Developer shall be fully released from any further maintenance obligations or liability for those specific areas or parcels. As a condition of any Final Plat for a Development Parcel, Developer shall deliver to the City a preliminary jurisdictional determination and wetland delineation issued by the U.S. Army Corps of Engineers covering such areas where an Army Corps delineation has occurred, together with the evidence of any Section 404 authorization or nationwide permit coverage required as a matter of federal law for the proposed Development Activity in those areas. Corps action is a federal process outside the parties' control, and no Corps determination, authorization, or delineation shall trigger the Study-Based Adjustment under Section 5.09. Accordingly, nothing in this section shall be treated as a Pre-Development Study under Section 5.08 or otherwise reduce the Density Caps identified in Section 4.04.

Section 5.04 Proportionate Share and System vs. Project Improvements. Project Improvements are site-specific improvements serving only the Community, while System Improvements are existing or future Public Facilities serving the City at large. Elements of both may coexist in a single facility. Developer's obligations shall be limited to its Proportionate Share, which shall mean the portion of the cost of an improvement that is reasonably attributable to the demand generated by the Project, as determined based on accepted engineering and planning methodologies and applicable impact fee facilities plans, if any. Nothing in this Section shall be construed to obligate Developer to design, construct, or fund any System Improvements except as expressly agreed to in writing by Developer. The identification of any improvement as a System Improvement shall not, by itself, require Developer to construct such improvement. Developer shall be financially responsible only for: (i) Project Improvements, and (ii) its Proportionate Share of System Improvements. To the extent any improvement provides capacity or benefit in excess of the Project's Proportionate Share, such excess will constitute Excess Capacity. The City Engineer shall determine the required size of each Public Facility serving the Project, consistent with the City's master plans and the accepted Pre-Development Studies to determine the Project's Proportionate Share. In the event Developer disagrees with the City Engineer's determination of the Project's Proportionate Share, Developer may engage, at its own expense and election, a third party engineer to opine on the matter. If the Parties are unable to resolve the dispute regarding the Project's Proportionate Share, the City Engineer and the third party engineer retained by Developer shall engage a third independent engineer whose analysis shall be binding upon and control the determination of the disputed Project Proportionate Share at issue. Capacity needed to serve later Phases of the Project is attributable to the Project and is not Excess Capacity. Impact fee credits and reimbursement for improvements in excess of the Project's Proportionate Share are available only as provided herein and in Section 5.05. The Parties may negotiate the terms of any reimbursement for Excess Capacity, in a separate Reimbursement Agreement executed prior to the construction of such improvement.

(a) *Collection and Remittance.* The City shall: (i) impose proportionate fees on all third-party users of the Upsized infrastructure including through the adoption or amendment of applicable fee programs, reimbursement agreements, or pioneering agreements, as necessary; (ii) maintain accurate records of such usage and collections; and (iii) remit all collected amounts to Developer or its assigns within thirty (30) days after receipt.

(b) *Assignability.* All reimbursement rights and impact fee credits shall be freely assignable by Developer to builders, affiliates, lenders, or other third parties without City consent.

(c) *Third-Party Construction Rights.* Developer may cause System Improvements to be designed and constructed by third parties, including, without limitation, builders, affiliates, contractors, or other entities approved by Developer. All reimbursement rights, impact fee credits, and other economic benefits provided under this Agreement shall belong solely to Developer (or its assigns), regardless of whether such improvements are constructed by Developer or such third parties. The City shall not condition approval, acceptance, or reimbursement of such improvements on Developer being the direct contracting party, provided the improvements are constructed in accordance with applicable approved plans and standards.

(d) *No Double Charging.* City shall not require Developer to both: (i) construct System Improvements (including Upsizing), and (ii) pay impact fees for the same improvements. Any such duplication shall be fully offset through reimbursement or credits.

(e) *Cost Verification.* Reimbursement amounts shall be based on Developer's actual, documented costs, subject to reasonable verification by the City, which verification shall not be unreasonably withheld, conditioned, or delayed.

(f) *City Cooperation.* The City shall take all actions reasonably necessary to facilitate timely reimbursement under this Section and shall not take any action that would materially delay, reduce, or impair Developer's right to reimbursement.

Section 5.05 System Improvements and Impact Fee Credits. The Parties acknowledge that certain improvements and dedications contemplated under this Agreement, including, without limitation, the Dixie Creek Trail, the parks referenced in Section 5.02, the major collector road referenced in Section 4.06, the land dedicated to the City for the recreation center referenced in Section 5.02, and the land dedicated to the City for sewer referenced in Section 5.01(b), may constitute System Improvements. Developer may be eligible for impact fee credits to the extent dedications or improvements are System Improvements identified in the City's applicable impact fee facilities plan, in amounts determined under Utah Code Title 11, Chapter 36a. Developer shall, at its expense, prepare and deliver to the City an updated fiscal impact analysis covering projected tax revenues, service cost obligations, and impact fee revenue and credit projections for the balance of the Project. Reimbursement obligations of the City under this Article V, shall be payable solely from impact fees and other fees actually collected from third-party users of the applicable System Improvements or otherwise legally available fee revenues, and shall not obligate the City to expend general fund revenues.

Section 5.06 Infrastructure Financing and Dedication Credits. Developer may explore and utilize alternative financing mechanisms for Public Facilities, including but not limited to cooperating with the City to establish a Public Infrastructure District ("PID"), Special Improvement District ("SID"), or Special Assessment Area ("SAA"). The creation, governance, boundaries, permitted uses of proceeds, and administrative structure of any district or assessment area may be created only upon separate approval by the City Council, in its legislative discretion and in accordance with applicable law, and shall be established through a separate governance document and creation ordinance negotiated between the City and Developer in good faith, and not through this Agreement. To avoid duplicative recovery, improvements financed and paid for through PID, SID, or SAA proceeds (net of any repayment obligations funded by Developer or its successors) shall not also be eligible for impact fee credits or City reimbursement under this Article V; provided that improvements funded initially by Developer and later reimbursed from PID proceeds shall retain their impact fee credit or reimbursement treatment to the extent of Developer's unreimbursed cost. To the extent Developer dedicates land or constructs improvements for System Improvements, Developer shall be entitled to impact fee credits applied against the applicable category of impact fees. In the event Developer dedicates land to any other public, religious, or charitable entity for regional facilities, Developer and City shall negotiate, in good faith, to provide Developer with equivalent value through impact fee credits, density bonuses, or other mutually agreeable mechanisms.

Section 5.07 Pre-Development Studies. Prior to recordation of the first Final Plat within the Project, Developer shall, at Developer's sole cost and expense, engage qualified consultants approved by the City Engineer to prepare and deliver to the City, for review and written acceptance by the City Engineer, which shall not be unreasonably withheld, each of the following studies (collectively, the "Pre-Development Studies"): (a) a transportation impact study analyzing regional and Project-generated traffic and identifying road infrastructure needs and capacity based on the City's planned collector road network; (b) a sewer capacity analysis addressing on-site collection, off-site conveyance, and treatment capacity; (c) a storm drainage capacity analysis addressing on-site and downstream drainage; (d) a water sufficiency analysis addressing culinary and secondary water as provided in Sections 5.01(a)(iii) and (iv); (e) a geotechnical study of soil, seismic, and slope conditions across the Property; (f) the fiscal impact analysis delivered under Section 5.05; and (g) a flood hazard analysis identifying FEMA Special Flood Hazard Areas, regulatory floodways, and any map revisions required for development. The scope of each study shall be approved in writing by the City Engineer before the study begins which approval shall not be unreasonably conditioned, withheld, or delayed, except for the flood hazard analysis which shall not required the City Engineer's approval as such study has already commenced prior to the execution of this Agreement. Improvements, phasing, and capacity thresholds identified in the accepted studies shall be conditions of Final Plat. Each Preliminary Plat or Site Plan shall include a phase-level drainage report demonstrating conformance with the accepted storm drainage analysis. The transportation impact study shall be updated at each 1,000-unit threshold. Delivery of the Pre-Development Studies satisfies and supersedes any other requirement in this Agreement for delivery of a similar study, determination, delineation, or capacity analysis prior to any Preliminary Site Plan or Final Plat.

Section 5.08 **Study-Based Adjustment.** If a Pre-Development Study identifies a specific numerical capacity limit or physical constraint that the full development contemplated by this Agreement would exceed, the Maximum Residential Density in Section 4.02 shall be reduced accordingly. Any such reduction shall (i) be to the specific numerical level identified in the Pre-Development Study as the maximum the Project may occupy without exceeding the limit or constraint, (ii) remain in effect only while the limit or constraint is exceeded, and (iii) not be applied on a pro rata or acreage-proportional basis. This Section does not apply to the fiscal impact analysis under Section 5.08(f), which is informational only and shall not, directly or indirectly, limit, reduce, or delay any Development Activity, the Maximum Residential Density, the Density Caps, or any other right of Developer under this Agreement. This Section also does not apply to the wetland delineation or flood hazard analysis under Sections 5.08(g) and (h), which are addressed in Section 5.03. Developer may at any time, and from time to time, submit to the City a supplemental study, engineering analysis, mitigation plan, or other written evidence showing that the affected capacity has been restored, or the constraint removed, in whole or in part. Qualifying evidence includes mitigation, additional, temporary, or upsized infrastructure, regulatory approvals, or any triggering event identified or reasonably contemplated in a Pre-Development Study, including (without limitation) construction of a regional or state highway or interchange, additional water or sewer capacity, wetlands mitigation, or adoption of an updated City master plan. On submission, and to the extent the City Engineer confirms in writing that the constraint has been mitigated or removed in conformity with the relevant pre-development study, which confirmation shall not be unreasonably withheld, conditioned, or delayed, the Maximum Residential Density shall be restored to the extent the constraint has been mitigated or removed. No adjustment or restoration under this Section shall increase the Maximum Residential Density above 3,500 units or the Density Caps above the levels set forth in Section 4.04.

ARTICLE VI. PRIORITY OF SERVICE AND SEQUENCING

The City acknowledges that the Project is a long-term, phased development that will proceed over time in accordance with this Agreement. The City shall process applications for the Project in the ordinary course and on the same basis as other development proposals in the City. Nothing in this Agreement reserves capacity in City systems for the Project, except capacity the Developer funds under a separate written agreement. The City does not provide culinary water, secondary water, electrical power, natural gas, or telecommunications service, and nothing in this Agreement obligates the City with respect to the availability of those services.

ARTICLE VII. PHASING AND PUBLIC INFRASTRUCTURE

Section 7.01 **Phased Development.** The Community will be split into several Residential, Commercial, and/or Mixed-Use Phases. Developer anticipates constructing individual portions of Development Parcels itself and possibly conveying some to Sub-Developers in a planned and regulated manner. The City acknowledges that a project of this scale requires maximum flexibility to respond to fluctuating market conditions over the Term. Therefore, Developer shall have reasonable discretion to determine the timing, sequencing, and pacing of all development within the Project, including the order in which any residential, commercial, or mixed-use Phases are developed, subject to the following milestones (the “**Phasing Milestones**”): (i) Developer shall dedicate the first public park required under Section 5.02 no later than the issuance of a building permit for the five hundredth (500th) residential unit; (ii) before issuance of the building permit for the ~~1,000th~~ 750th residential unit, Developer shall dedicate the second public park required under Section 5.02. Furthermore, each Phase shall be served by access meeting the IFC as adopted by the City. If required pursuant to Section 4.06, Developer shall construct the major collector road in accordance with the applicable Traffic Impact Study. The City shall not require the commencement, completion, or construction of any specific commercial or mixed-use phase as a condition precedent to the approval of any residential plat or the issuance of any residential building permit. The City may condition approval of any Final Plat, Site Plan, or building permit on Developer’s satisfaction of the applicable Phasing Milestones and on completion of the off-site System Improvements identified in the Traffic Impact Study referenced in this Agreement as reasonably necessary to serve the applicable Phase(s). Developer shall not be

required to construct or complete System Improvements earlier than reasonably necessary to serve the applicable Phase of development. No System Improvement shall be required as a condition to development of a Phase unless such improvement is reasonably required to serve such Phase. Developer may modify the boundaries, sequencing, and configuration of Phases, provided such modifications do not materially and adversely affect the City's ability to provide services or implement planned infrastructure. Modifications that change the location or timing of Public Facilities, or the order in which Phasing Milestones are met, require approval as a Modification under Article IX.

Section 7.02 **Restrictive Covenants.** Several Sub-Developers and contractors, in addition to the Developer, may be designing and constructing Public Facilities and private improvements upon different Development Parcels at the same time. The Parties recognize the importance of ensuring consistency and continuity in the Community as it develops. Therefore, prior to approval of any Final Plat within the Property, Developer shall adopt and record one or more Master Declaration(s) containing restrictive covenants and guidelines that will guide development and construction over the entirety of the Community.

ARTICLE VIII. VESTED RIGHTS AND GOVERNING LAWS

Section 8.01 **Vested Rights.** The subjects that are explicitly addressed by this Agreement shall not be affected by any subsequent inconsistent or contrary ordinance, resolution, rule, engineering standard, administrative practice, or regulation enacted by City. Other than the City's Land Use Ordinances, any ordinances, resolutions, engineering standards, administrative practices, or regulations, as amended or adopted throughout the term of the Agreement, shall govern subjects that are not explicitly addressed by this Agreement or the City's Land Use Ordinances. The City shall process, review, and approve all applications relating to the Community in accordance with the procedures, timelines, and standards in effect on April 1, 2026 (the "**Application Date**"). For the avoidance of doubt, all development and construction standards applicable to any Development Application shall be those established explicitly by this Agreement and the City's Land Use Ordinances. Any application relating to the Community that complies with the terms of this Agreement, the City's Land Use Ordinances, and other City ordinances as amended, shall be approved and shall not be subject to denial. The City shall not modify or apply a City Law in a manner that materially increases Developer's obligations or that reduces the rights granted under this Agreement, including through changes in interpretation or administrative practice, except as otherwise expressly provided herein or mutually agreed upon by the Parties. The City shall not apply any future ordinance, resolution, policy, or General Plan amendment that would: (i) reduce the Maximum Residential Density or permitted commercial acreage of this Agreement; (ii) alter the Design Standards or setbacks established herein; (iii) mandate additional Public Facilities, open space, or exactions beyond those expressly required in this Agreement; or (iv) increase impact fees, except as strictly mathematically justified by a properly adopted impact fee facilities plan and analysis under the Act that is uniformly applicable. This vesting shall survive any zoning map amendments, general plan amendments or updates, or comprehensive zoning updates enacted by the City during the Term. The Parties acknowledge that the master-planned nature of the Project, which includes a diverse mix of housing densities and product types, inherently furthers the overall housing goals of the region. The Project's range of housing types, including Single-Family Attached units, Stacked Flat Units, small-lot detached homes, and accessory dwelling units, is intended to implement the City's Moderate Income Housing Plan strategies. The City shall not require deed-restricted moderate income units except by mutual written agreement. This Agreement shall be interpreted according to its plain meaning, without presumption for or against either Party. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and assigns, as further detailed herein. Notwithstanding anything to the contrary in this Section 8.01 or elsewhere in this Agreement, nothing herein shall be construed to limit or waive the City's authority, under Utah Code § 10-9a-509, specifically the City's inherent police power to enact and enforce regulations necessary to prevent a serious threat to the public health, safety, and welfare, also known as a Compelling, Countervailing Public Interest.

Section 8.02 **Later Enacted State or Federal Law.** The rights and obligations of the Parties under this Agreement shall be subject to later enacted State and Federal laws and regulations.

Section 8.03 **Building Permits.** Any person or entity applying for a building permit within the Community shall be subject to the building, electrical, mechanical, plumbing, fire codes, and other safety codes relating to the construction of any structure in effect when a person or entity files with City a complete application for such a permit. City hereby agrees that building permits which comply with the afore referenced requirements shall be timely issued and that no building permits shall be unreasonably withheld, denied, or delayed. Building permits for a Phase shall not be issued until the public improvements serving that Phase are installed and inspected to City standards, or are covered by an improvement completion assurance to the extent allowed by state law.

Section 8.04 **Moratorium.** The rights of Developer under this Agreement shall only be subject to a subsequent moratorium or ordinance enacted by City to respond to a bona fide threat to the public health and safety or which involves facts and circumstances beyond the control of City and which threat represents a Compelling, Countervailing Public Interest. The City represents that, as of the date of this Agreement, it is not aware of any existing facts under which such a moratorium or ordinance might be enacted.

ARTICLE IX. SITE PLAN MODIFICATIONS AND AMENDMENTS

Section 9.01 **Intent.** City acknowledges that this Agreement contains generalized narratives and depictions regarding the future development of the Community. Developer is specifically entitled to, and City hereby grants to Developer, the right to change and/or adjust the exact location of various development uses and densities under the provisions of this Agreement between or among Development Parcels.

Section 9.02 **Submittal of Modification Application.** If Developer desires to modify any Site Plan, Developer shall submit a Modification Application. Any Modification Application deemed to be within the scope of modifications permitted by this Agreement may be modified by Developer by providing City with a modified Preliminary Site Plan. Each Modification Application shall describe the proposed modification and explain in writing, with reasonable detail, how it is consistent with this Agreement, the City's Land Use Ordinances and standards, and the General Plan.

Section 9.03 **City Review.** Modifications that do not (i) relocate units in violation of Section 4.03 or (ii) exceed any limit in Section 4.04 may be approved by the City's administrative staff (namely the City Planner) within thirty (30) business days after a complete application per Section 9.02. All other modifications require an amendment under Section 12.16. Administrative decisions may be appealed as provided in the City's Land Use Ordinances.

Section 9.04 **City's Objections.** If City objects, disagrees, or disapproves of the changes contemplated by the Modification Application, City shall specify in writing with reasonable detail the reasons City believes that the proposal is not consistent with this Agreement.

Section 9.05 **Mediation.** The City and Developer shall meet within fifteen (15) business days ("Mediation Deadline") after receiving an objection asserted by the City to mediate and resolve all outstanding issues.

ARTICLE X. ADMINISTRATIVE PROCESSES AND APPEALS

Section 10.01 **Retained Right to Appeal Adverse Land Use Decisions.** Any decision by City which is adverse to the Developer, its successors and/or assigns, regarding a development application, subdivision plat or amendment, certificate of compliance, conditional use, variance, building permit or any other approval required from City, other than a Modification Application, may be appealed as provided in the City's Land Use Ordinances.

Section 10.02 **Payment of Uniformly Assessed Fees.** With respect to the Property, Developer, its successors and/or assigns, accept and agree to pay all plan review, impact, connection, building, and other fees currently assessed by City, or as later amended unless deferred or otherwise waived by City pursuant to

other provisions of this Agreement or by separate written agreement between the Parties. The City agrees that its current fee schedule and all future revisions thereto will be applied uniformly for Development Activity occurring both within the Community and elsewhere within the City.

Section 10.03 **Annexation of After Acquired Property.** In the event Developer acquires additional real property that is contiguous with the Property, such additional real property can be annexed into this Agreement through a Amendment of the Agreement pursuant to Article XII which will be negotiated between the Parties in good faith and will be reasonably consistent with the existing terms of this Agreement.

ARTICLE XI. DEFAULT AND REMEDIES

Section 11.01 **Default.** The Developer shall be in default of this Agreement if it fails to perform any of its obligations hereunder, including failing to comply with any applicable laws related to the Project or failing to meet a Phasing Milestone. The City shall be in default of this Agreement if it fails to perform any of its obligations hereunder, including but not limited to, failing to process development applications, plats, or building permits in a timely manner as required by the Act, or attempting to apply ordinances or exactions prohibited by this Agreement. During any period of uncured City default, Developer's obligations directly affected by the City default shall be reasonably tolled.

Section 11.02 **Notice of Default.** In the event of a failure by either Party to perform any material obligation under this Agreement, the non-defaulting Party shall provide written notice to the defaulting Party, clearly specifying the nature of the default.

Section 11.03 **Cure Period.** The defaulting Party shall have ninety (90) days from the receipt of the notice to cure the default ("**Cure Period**"). If the default cannot reasonably be cured within ninety (90) days, the Cure Period shall be extended for the time reasonably required, provided the defaulting Party commences cure within the initial period and diligently prosecutes it to completion.

Section 11.04 **Remedies.** Upon the expiration of the cure period, the non-defaulting Party may pursue all appropriate administrative and judicial remedies, including specific performance and mandamus. In the event of a default by Developer or a Merchant Builder (as defined below), City agrees that its remedies shall be strictly limited to the specific Lot, Development Parcel, or Phase directly implicated by the default. The City shall not withhold the processing of applications, approval of plats, or issuance of building permits or certificates of occupancy for any other Lot, Development Parcel, Phase, or Merchant Builder within the Project that is otherwise in compliance with this Agreement, provided that, upon an uncured default in a Developer obligation, including a Phasing Milestone or Article V obligation, the City may withhold approval of further Final Plats, but not building permits on recorded Lots, until the default is cured. The City expressly waives any right to institute a project-wide moratorium or freeze on development approvals as a remedy for a localized default.

Section 11.05 **Waiver of Consequential Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT.

Section 11.06 **Breach by City; Equitable Relief.** In the event of a breach by City, including attempts to limit vested rights, Developer may seek equitable relief, including injunctive relief, from a court consistent with this Agreement.

Section 11.07 **Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of any breach shall apply to preceding or succeeding breaches of the same or other provisions.

Section 11.08 **Hold Harmless.** Developer shall hold City, its officers, agents, and representatives harmless from liability for damages or claims arising from Development Activity or Developer's operations,

except for City's negligence or willful misconduct. City shall notify Developer of claims within thirty (30) days, and Developer may participate in any defense.

Section 11.09 **Enforcement.** City may enforce this Agreement without declaring Default by injunction after ninety (90) days' written notice to cure (or longer if diligently pursued). City shall be free from liability for exercising such rights.

Section 11.10 **Institution of Legal Action.** Either Party may institute legal action to cure Defaults, enforce covenants, enjoin violations, or obtain consistent remedies. Actions shall be in the Second District Court, Weber County, Utah.

ARTICLE XII. GENERAL PROVISIONS

Section 12.01 **Term.** The term of this Agreement shall commence on the Effective Date and shall continue for an initial period of ten (10) years (the "**Initial Term**"). Upon expiration of the Initial Term, this Agreement, absent a material breach of this Agreement by Developer, shall automatically renew for successive additional ten (10) year periods (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"), without any further action by either Party, until such time as Developer (or its permitted assigns under this Agreement) no longer owns any real property within the Property. Notwithstanding, the Term shall not exceed thirty (30) years. Notwithstanding any provision of the Plain City Municipal Code to the contrary, including without limitation, City Code Section 11-9-4.E, and notwithstanding any other City ordinance, resolution, or policy establishing a shorter maximum term or limiting renewals of development agreements, the City Council, in enacting the ordinance authorizing this Agreement, expressly determines and legislatively finds that the Term set forth in this Section, including the automatic successive Renewal Terms, is reasonable, necessary, and appropriate for the phased, master-planned nature of the Project, and hereby authorizes and approves the Term as a specific legislative exception to any such conflicting provision. To the extent any such ordinance is later argued to prohibit or limit the Term, the Parties agree that the ordinance authorizing this Agreement constitutes a subsequent, specific legislative enactment that controls over any general or prior municipal ordinance, and the City shall not assert any such ordinance as a basis to shorten, invalidate, or refuse to renew the Term.

(a) *5 Year Reviews.* On or around the 5th anniversary of the Effective Date of this Agreement, and for each successive five (5) year period where this Agreement remains in effect, Developer shall present to the City Council, in a City Council meeting, an update on the progress of the development.

Section 12.02 **Notices.** Any notices required under this Agreement shall be in writing and sent via certified mail or electronic mail to:

To Developer:

Cole West Land Partners, LLC
Attn: Logan Fawcett
610 North 800 West
Centerville, Utah 84014
Email: logan.fawcett@colewest.com

With a copy to:

Cole West, LLC
Attn: Quin Stephens
610 North 800 West
Centerville, Utah 84014
Email: quin@colewest.com

To City:

Plain City
Attn: Mayor / City Manager
4160 W 2200 N St.

Plain City, UT 84404

Section 12.03 **Severability.** If any portion of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

Section 12.04 **Counterparts.** This Agreement may be executed in two or more counterparts, each deemed an original, but all constituting one instrument. Signature pages may be attached to a single document.

Section 12.05 **Headings.** The descriptive headings are for convenience only and shall not control the meaning of provisions.

Section 12.06 **Further Acts.** Each Party shall execute documents and perform acts reasonably necessary to carry out this Agreement.

Section 12.07 **Time is of the Essence; Force Majeure.** Time is of the essence, except as excused by Force Majeure events beyond a Party's control (e.g., acts of God, supply disruptions, pandemics), extending performance by the delay period.

Section 12.08 **No Partnership or Third-Party Benefits.** This Agreement creates no partnership or joint venture. No provision benefits non-Parties.

Section 12.09 **Names and Plans.** Developer owns all names, titles, plans, drawings, specifications, ideas, programs, designs, and work products related to the Property and Community.

Section 12.10 **Good-Standing; Authority.** Developer warrants it is a Utah LLC in good standing, with signers authorized. City warrants it is a Utah municipal corporation authorized under Utah Code Title 10, Chapter 20, with signers empowered. This Agreement is valid and binding.

Section 12.11 **State and Federal Law; Invalidity.** Obligations are consistent with state/federal law. If inconsistent or invalid, the Agreement amends to comply, with the balance in effect.

Section 12.12 **Governing Law.** This Agreement is governed by Utah law.

Section 12.13 **Continued Cooperation.** Parties agree to operate in good faith, providing consents and assurances reasonably requested.

Section 12.14 **Estoppel Certificates.** Upon written request by Developer or its lenders, investors, or prospective transferees, the City shall execute and deliver an estoppel certificate within thirty (30) days of such request, certifying, to the best of the City's actual knowledge, that: (i) this Agreement is in full force and effect and has not been modified except as expressly identified; (ii) Developer is not in default under this Agreement, or if a default exists, a description of such default; (iii) the City has not issued any written notice of default to Developer, except as identified; and (iv) any other factual matters reasonably requested by Developer or its lenders, investors, or transferees relating to the status of this Agreement. The City's failure to deliver such estoppel certificate within such thirty (30) day period shall be deemed confirmation that (i) this Agreement is in full force and effect without modification; and (ii) Developer is not in default under this Agreement.

Section 12.15 **Recordation.** Within ten (10) days of execution, Developer shall record this Agreement at its expense in the Weber County Recorder's Office.

Section 12.16 **Amendment of Agreement.** Amendments require mutual written agreement and City Council vote with the same formality as approval.

Section 12.17 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. (a) Permitted Assignments Without Consent. Developer shall have the right, without the City's consent and without prior notice, to assign its rights and delegate its obligations under this Agreement, in whole or in part, to any person or entity (each, an "Assignee," and, if taking title to a portion of the Property to develop, a "Merchant Builder") so long as, immediately following such assignment (and taking into account all prior transfers), no less than fifty percent (50%) of the direct or indirect legal or beneficial ownership interests in the assigning entity (measured as of the Effective Date) continues to be held, directly or indirectly, by the persons or entities that held such interests as of the Effective Date. (b) Assignments Requiring City Consent. Any assignment of this Agreement that does not satisfy the ownership-continuity threshold in subsection (a) shall require prior written notice to, and the written consent of, the City, which consent shall not be unreasonably withheld, conditioned, or delayed. The City shall approve or deny any such request within thirty (30) days after receipt of a written request together with reasonable information regarding the proposed Assignee's identity and financial and technical capacity to perform. Failure of the City to respond within such thirty (30) day period shall be deemed approval. (c) Bankruptcy Assignments. Notwithstanding subsections (a) and (b), in the event of a bankruptcy, receivership, assignment for the benefit of creditors, or similar insolvency proceeding involving Developer or any Merchant Builder, the City's consent to any assignment of this Agreement (or the applicable portion thereof) to a purchaser, transferee, or reorganized entity shall be deemed given, and the City shall not withhold, condition, or delay such consent, provided that the proposed assignee agrees in writing to assume and be bound by the terms of this Agreement as they pertain to the transferred interests. (d) Assumption and Release. In each case of assignment, the Assignee or Merchant Builder shall execute an assignment and assumption agreement agreeing to be bound by the terms of this Agreement as they pertain to the transferred rights or acquired portion of the Property, and a copy shall be provided to the City. Upon such execution, Developer (or the assigning party) shall be fully and automatically released from any and all liability or obligations under this Agreement with respect to the specific rights or parcel(s) so transferred, and the City shall look solely to the Assignee or Merchant Builder for performance thereon.

Section 12.18 **Voluntary Donations; No Consideration.** Any land, easements, water rights, improvements, or other property interests conveyed by Developer to City (collectively, "Donations") are made voluntarily and shall not constitute consideration for this Agreement, any land use approval, or any other approval or entitlement from City. The Parties acknowledge that this Agreement is supported by independent mutual covenants and not by any such Donations.

Section 12.19 **No Waiver of Credits Unless Stated.** Unless expressly provided elsewhere in this Agreement, no Donation shall be deemed to waive or reduce any reimbursement rights, impact fee credits, or other offsets to which Developer is otherwise entitled.

Section 12.20 **Entire Agreement.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written.

IN WITNESS WHEREOF, the Parties have executed this Master Development Agreement as of the Effective Date.

CITY:

PLAIN CITY,
a Utah municipal corporation

By: _____

Name: _____

Title: _____

DEVELOPER:

COLE WEST LAND PARTNERS, LLC,
a Utah limited liability company

By: _____

Name: _____

Title: _____

Exhibit A

(Legal Description of the Property)

NORTH PARCEL

PART OF THE EAST HALVES OF SECTION 24 AND SECTION 25, TOWNSHIP 7 NORTH, RANGE 3 WEST; THE SOUTH HALF AND PART OF THE NORTH HALF OF SECTION 19; PART OF THE WEST HALF OF SECTION 20; PART OF THE NW 1/4 OF SECTION 28; THE NORTH HALF OF SECTION 29; PART OF THE NORTH HALF OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY (SAID SOUTHEAST CORNER BEING 2642.12 FEET SOUTH 00°53'45" WEST ALONG THE SECTION LINE FROM THE EAST QUARTER CORNER OF SAID SECTION 20); THENCE ALONG A FENCE LINE THE FOLLOWING THREE (3) COURSES: (1) SOUTH 01°09'58" WEST 663.55 FEET ALONG THE SECTION LINE; (2) SOUTH 89°00'30" EAST 1410.96 FEET; AND (3) SOUTH 88°53'28" EAST 1207.34 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 3900 WEST STREET; THENCE SOUTH 00°40'14" WEST 216.91 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE WESTERLY RIGHT-OF-WAY LINE OF 4200 WEST STREET; THENCE SOUTH 34°38'14" WEST 528.54 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 4200 WEST STREET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE LITTLE MOUNTAIN RAIL TRAIL; THENCE SOUTH 67°33'07" WEST 2541.34 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE SECTION LINE; THENCE SOUTH 01°09'46" WEST 8.85 FEET ALONG THE SECTION LINE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF THE LITTLE MOUNTAIN RAIL TRAIL THE FOLLOWING TWO (2) COURSES: (1) SOUTH 69°53'52" WEST 776.23 FEET TO THE SECTION LINE; AND (2) SOUTH 89°53'55" WEST 4555.56 FEET ALONG THE SECTION LINE TO THE WEST QUARTER CORNER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; THENCE NORTH 00°51'32" EAST 2670.47 FEET ALONG A FENCE LINE AND THE SECTION LINE TO THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; THENCE NORTH 89°21'24" WEST 2644.65 FEET ALONG THE SECTION LINE TO THE SOUTH QUARTER CORNER OF SECTION 19, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; THENCE ALONG A FENCE LINE THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 01°31'12" WEST 1383.97 FEET ALONG THE SECTION LINE; (2) SOUTH 89°47'59" EAST 1331.26 FEET ALONG A FENCE LINE; (3) SOUTH 00°28'28" WEST 1312.53 FEET TO THE SECTION LINE AND A FENCE CORNER; AND (4) SOUTH 89°40'35" WEST 3046.64 FEET ALONG SAID SECTION LINE TO THE CENTERLINE OF FIRST SALT CREEK; THENCE ALONG SAID CENTERLINE THE FOLLOWING FIVE (5) COURSES: (1) NORTH 32°20'00" EAST 93.42 FEET; (2) NORTH 14°25'22" EAST 244.14 FEET; (3) NORTH 29°31'35" WEST 57.80 FEET; (4) NORTH 26°43'45" EAST 30.14 FEET; AND (5) NORTH 00°49'27" EAST 43.98 FEET; THENCE WEST 1159.94 FEET; THENCE SOUTH 00°21'53" WEST 583.67 FEET TO THE SAID NORTHERLY RIGHT-OF-WAY LINE OF LITTLE MOUNTAIN RAIL TRAIL; THENCE SOUTH 64°35'53" WEST 2076.81 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE CENTERLINE OF SECOND SALT CREEK; THENCE ALONG SAID CENTERLINE THE FOLLOWING THIRTY-NINE (39) COURSES: (1) NORTH 16°14'58" EAST 37.39 FEET; (2) NORTH 01°03'17" WEST 471.05 FEET; (3) NORTH 17°08'54" EAST 173.88 FEET; (4) NORTH 33°55'27" EAST 167.90 FEET; (5) NORTH 78°18'14" EAST 154.44 FEET; (6) NORTH 50°25'40" EAST 125.68 FEET; (7) NORTH 62°41'31" EAST 227.33 FEET; (8) NORTH 00°59'28" WEST 133.82 FEET; (9) NORTH 11°55'25" WEST 167.91 FEET; (10) NORTH 22°02'57" EAST 123.27 FEET; (11) NORTH 31°21'00" EAST 304.48 FEET; (12) SOUTH 87°32'34" EAST 245.02 FEET;

(13) NORTH 41°48'00" EAST 159.48 FEET; (14) NORTH 26°08'20" EAST 150.84 FEET; (15) NORTH 20°26'05" WEST 86.50 FEET; (16) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 480.87 FEET, AN ARC LENGTH OF 200.78 FEET, WITH A DELTA ANGLE OF 23°55'22", A CHORD BEARING OF NORTH 47°27'54" WEST, AND A CHORD LENGTH OF 199.32 FEET; (17) ALONG A COMPOUND CURVE TURNING TO THE LEFT WITH A RADIUS OF 464.89 FEET, AN ARC LENGTH OF 194.11 FEET, WITH A DELTA ANGLE OF 23°55'22", A CHORD BEARING OF NORTH 51°54'51" WEST, AND A CHORD LENGTH OF 192.70 FEET; (18) NORTH 23°34'57" WEST 185.62 FEET; (19) NORTH 04°42'38" EAST 267.93 FEET; (20) NORTH 20°28'10" EAST 270.46 FEET; (21) NORTH 38°18'26" EAST 138.41 FEET; (22) NORTH 25°33'05" EAST 302.96 FEET; (23) NORTH 02°58'27" WEST 162.50 FEET; (24) NORTH 32°34'00" WEST 241.22 FEET; (25) NORTH 03°28'41" EAST 177.82 FEET; (26) NORTH 08°20'53" WEST 222.40 FEET; (27) NORTH 12°12'45" EAST 357.38 FEET; (28) NORTH 20°41'56" EAST 418.84 FEET; (29) NORTH 54°01'22" EAST 432.07 FEET; (30) NORTH 06°00'59" EAST 235.31 FEET; (31) NORTH 29°48'50" EAST 152.55 FEET; (32) NORTH 03°39'25" EAST 332.83 FEET; (33) NORTH 22°49'08" EAST 222.18 FEET; (34) NORTH 01°05'23" EAST 406.20 FEET; (35) NORTH 12°58'47" WEST 208.84 FEET; (36) NORTH 28°10'59" WEST 139.11 FEET; (37) NORTH 42°15'53" WEST 228.30 FEET; (38) NORTH 22°02'25" WEST 461.41 FEET; AND (39) NORTH 03°34'47" WEST 326.09 FEET TO THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; THENCE EAST 641.85 FEET TO A FENCE CORNER; THENCE ALONG A FENCE LINE THE FOLLOWING TWO (2) COURSES: (1) SOUTH 86°23'41" EAST 1326.73 FEET; AND (2) SOUTH 84°39'08" EAST 1559.26 FEET TO THE CENTERLINE OF FIRST SALT CREEK; THENCE ALONG SAID CENTERLINE THE FOLLOWING TWENTY-ONE (21) COURSES: (1) NORTH 67°36'58" EAST 54.57 FEET; (2) NORTH 88°52'21" EAST 157.04 FEET; (3) NORTH 82°55'12" EAST 628.34 FEET; (4) NORTH 85°35'47" EAST 415.12 FEET; (5) NORTH 70°25'44" EAST 249.00 FEET; (6) NORTH 66°09'52" EAST 340.12 FEET; (7) SOUTH 69°59'31" EAST 116.23 FEET; (8) SOUTH 20°47'45" EAST 219.93 FEET; (9) SOUTH 56°23'00" EAST 104.68 FEET; (10) SOUTH 82°52'18" EAST 92.08 FEET; (11) NORTH 43°11'59" EAST 179.92 FEET; (12) NORTH 28°29'36" EAST 171.77 FEET; (13) NORTH 52°09'46" EAST 168.97 FEET; (14) NORTH 89°48'12" EAST 296.84 FEET; (15) NORTH 63°10'11" EAST 236.25 FEET; (16) NORTH 31°12'10" EAST 315.75 FEET; (17) NORTH 62°27'49" EAST 245.87 FEET; (18) NORTH 47°33'15" EAST 111.86 FEET; (19) NORTH 29°09'29" EAST 105.79 FEET; (20) NORTH 01°01'08" EAST 317.43 FEET; AND (21) NORTH 22°04'02" EAST 165.04 FEET TO THE SECTION LINE; THENCE SOUTH 89°34'40" EAST 1687.96 FEET ALONG SAID SECTION LINE TO THE NORTH QUARTER CORNER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; THENCE SOUTH 00°56'31" WEST 2633.37 FEET ALONG THE SECTION LINE TO THE CENTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; THENCE SOUTH 00°55'49" WEST 2620.38 FEET ALONG THE SECTION LINE TO THE SOUTH QUARTER CORNER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; THENCE SOUTH 88°49'29" EAST 2655.00 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

CONTAINING 65,362,884 SQUARE FEET OR 1500.525 ACRES.

SOUTHWEST PARCEL

PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; THENCE NORTH 89°37'15" WEST 1558.65 FEET ALONG THE SECTION LINE AND A FENCE LINE TO THE CENTERLINE OF

SECOND SALT CREEK; THENCE ALONG SAID CENTERLINE THE FOLLOWING SEVEN (7) COURSES: (1) NORTH 18°50'45" EAST 50.54 FEET; (2) NORTH 18°49'55" WEST 181.51 FEET; (3) NORTH 03°47'52" WEST 110.50 FEET; (4) NORTH 34°09'57" WEST 182.59 FEET; (5) NORTH 07°52'57" WEST 209.76 FEET; (6) NORTH 00°28'12" EAST 175.65 FEET; AND (7) NORTH 27°08'43" WEST 177.89 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF LITTLE MOUNTAIN RAIL TRAIL; THENCE NORTH 64°35'53" EAST 2027.34 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE SECTION LINE; THENCE SOUTH 00°21'53" WEST 1902.69 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

CONTAINING 2,522,524 SQUARE FEET OR 57.909 ACRES.

SOUTHEAST PARCEL

PART OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; THENCE SOUTH 89°53'55" WEST 283.11 FEET ALONG THE SECTION LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF LITTLE MOUNTAIN RAIL TRAIL; THENCE NORTH 69°10'18" EAST 305.25 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE SECTION LINE; THENCE SOUTH 01°09'46" WEST 108.06 FEET ALONG SAID SECTION LINE AND A FENCE LINE TO THE POINT OF BEGINNING.

CONTAINING 15,293 SQUARE FEET OR 0.351 ACRES.

Exhibit B

(City's Land Use Ordinances)

[TO BE INSERTED]

Exhibit C

(Conceptual Master Plan)

