TOWN OF FAIRFIELD

UTAH

PLANNING COMMISSION

MEETING AGENDA

PUBLIC NOTICE is hereby given that the Planning Commission of the Town of Fairfield, Utah, will hold a **Work Session** meeting at the date, time, and place below. The agenda is as follows.

MEETING	**Work Session Meeting**
DATE & TIME	**Wednesday, October 21, 2026 7:00 p.m.**
LOCATION	Fairfield Town Hall, 121 West Main Street, Fairfield, Utah 84013
REMOTE / ANCHOR	Attend remotely at https://www.gomeet.com/FairfieldTown2026 or dial-in number +12063884501 ID 954 6979#. Anchor location: Fairfield Town Hall.
PRESIDING	**Wayne Taylor, Planning Commission Chair**
COMMISSIONERS	Kelton Butterfield, Kyler Fisher, Jamie Mascaro, David Riet

1. CALL TO ORDER & ROLL CALL

Wayne Taylor, presiding. Roll call of Commissioners; note any member attending electronically.

2. APPROVAL OF AGENDA

Discussion and possible action to approve the agenda as posted (Utah Code 52-4-202(6)).

3. WORK SESSION / DISCUSSION

Discussion only; no final action will be taken.

1) Discussion with Jared Westhoff and staff on the updated plan for Sunrise Hill, formerly known as the Goldmine development.
This will include the draft development standards, Master Development Agreement, and the Fairfield Sunshine Community Investment Fund.

Sunrise Hill Development Standards
Fairfield MDS agreement

2) Discuss adding parcels within the Sunrise Hill development to the Utah Inland Port Authority Pony Express Project Area.

4. STAFF REPORT

4.1 Staff and Town Council liaison report

5. ADJOURNMENT

NOTICES

Order of items. Items on this agenda may be considered in a different order than listed and may be heard earlier or later than any time shown, at the discretion of the presiding officer. Times are estimates only.

Electronic participation. One or more members may attend electronically under Utah Code 52-4-207 and the Town's electronic meeting and will be counted as present.

Accommodations (ADA). In compliance with the Americans with Disabilities Act, individuals needing special accommodations, including auxiliary communication aids and services, during this meeting should contact Ami Smith, Town Recorder, at 801-766-3509 or recorder@fairfieldtown-ut.gov at least 24 hours before the meeting.

CERTIFICATE OF POSTING

I, the undersigned Town Recorder of the Town of Fairfield, Utah, certify that this notice and agenda was posted at least 24 hours before the meeting: (1) at Fairfield Town Hall, 121 West Main Street; (2) on the Utah Public Notice Website, utah.gov/pmn; and (3) on the Town website, fairfieldtown-ut.gov. A copy was provided to each Planning Commission member.

Posted on **October 20, 2026** at **4:15 PM**

Hallie McKinney Mayor 10-20-2026

Ami Smith, Town Recorder **Date signed**

recorder@fairfieldtown-ut.gov · 801-766-3509

WHEN RECORDED, RETURN TO:

Town of Fairfield
Attn: Mayor
103 East Main Street
Fairfield, UT 84013

MASTER DEVELOPMENT AGREEMENT

FOR

GOLDMINE

A PLANNED DEVELOPMENT IN FAIRFIELD, UTAH

Approved: _____

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MASTER DEVELOPMENT AGREEMENT
FOR
GOLDMINE

This Master Development Agreement for GoldMine (this "MDA") is made and entered into as of the ____ day of _____, 2026 (the "Effective Date"), by and among: (1) TOWN OF FAIRFIELD, a political subdivision of the State of Utah (the "Town"); (2) OQUIRRH WOOD RANCH, LLC, a Utah limited liability company ("Master Developer"); and (3) each additional fee owner of any portion of the Property that is identified on the signature pages to this Agreement or that becomes a party to this Agreement by joinder, amendment, deed, assignment, acquisition, or other written instrument in accordance with this Agreement, each an "Owner" and, collectively, the "Owners." The Town, Master Developer, and the Owners are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS

A. The Parties desire that the Property subject to this MDA be developed in a unified and consistent fashion pursuant to the terms and conditions of this Agreement.

B. Development of the Property pursuant to this Agreement is consistent with Utah's Land Use, Development, and Management Act ("LUDMA") and intended to operate for the benefit of the Town, Master Developer, Owner, Energy Provider, approved Subdevelopers, future parcel owners, assignees, lenders, Financing Parties (defined in Section 7.6 below), and the general public.

C. The Parties acknowledge that development of the Property pursuant to this Agreement will result in significant planning and economic benefits to the Town and its residents by, among other things, requiring orderly development of the Property and increasing property tax and other revenues to the Town based on improvements to be constructed on the Property.

D. Development of the Property pursuant to this Agreement will also result in benefits to Master Developer, Owner, Energy Provider, approved Subdevelopers, future parcel owners, assignees, Financing Parties, and lenders by providing assurances that they will have the ability to develop the Property in accordance with this Agreement and the vested Intended Uses approved herein.

E. The Parties have cooperated in the preparation of this Agreement and acknowledge that the Intended Uses include a data center campus, on-site energy generation and storage, utility infrastructure, water infrastructure, transportation and access improvements, and other industrial and support uses described herein.

F. The Parties desire to enter into this Agreement to specify their respective rights and responsibilities with respect to the development of the Property.

G. The parties understand and intend that this Agreement is a "development agreement" as defined in LUDMA and applicable Utah case law.

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

AGREEMENT

ARTICLE 1
DEFINITIONS

As used in this Agreement, the words and phrases specified below shall have the following meanings:

1.1. **"Additional Property"** means any real property adjacent to, contiguous with, functionally related to, or reasonably necessary to support the Project that is acquired, controlled, placed under contract, or otherwise made

available after the Effective Date and that is intended to be added to the Project, including the parcels identified on Exhibit J to the extent such parcels become available and are acquired or controlled by Master Developer, Owner, Energy Provider, or any of their respective affiliates, subsidiaries, SPEs, project companies, nominees, designees, successors or assigns.

1.2. **"Administrative Modifications"** means those modifications to this Agreement that can be approved by the Administrator pursuant to Article 6.

1.3. **"Administrator"** means the person designated by Town as the Administrator of this MDA.

1.4. **"Applicant"** means any person or entity submitting a Development Application for any portion of the Project.

1.5. **"Behind-the-Meter"** means the generation, storage, and delivery of electric and/or thermal energy for consumption by users located within the Project, without delivery of such energy into the public electric distribution or transmission grid for resale.

1.6. **"Buildout"** means the completion of all of the development on all of the Project in accordance with this MDA.

1.7. **"Data Center Facilities"** means one or more data center buildings, campuses and related improvements, including data halls, computer equipment, server and network rooms, operations centers, administrative offices, cooling systems and yards, emergency and backup generation, battery energy storage systems ("BESS"), substations, switchgear, transformers, fiber and telecommunications facilities, security improvements, fencing, gates, lighting, parking, loading, staging, maintenance facilities, utility yards, fuel storage and delivery systems, water supply, treatment, reuse, recycling and storage systems, stormwater facilities, access roads, and all ancillary and supporting facilities reasonably related to the development, operation, maintenance, expansion, replacement, repair or continuous operation of a data center campus.

1.8. **"Default"** means a material breach of this MDA.

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

1.10. **"Development Standards"** means those objective design, engineering, operating, access, security, utility, screening, lighting, setback, height, noise, circulation, landscaping, and other land-use elements specific to the development of the Project as set forth in the attached Exhibit C. The Development Standards shall expressly permit and accommodate the Intended Uses, Data Center Facilities, Energy Facilities, Microgrid, private utility corridors, 24/7 operations, continuous construction, commissioning, testing, maintenance, deliveries, security operations and other support uses described in this MDA. The Development Standards may not be amended or interpreted to prohibit, materially impair, materially increase the cost of, or materially delay the Intended Uses, Data Center Facilities, or Energy Facilities without the written consent of the affected Owner, Energy Provider, Subdeveloper, and any affected lender or mortgagee.

1.11. **"Development"** means the development of any improvement, whether public or private, on the Project pursuant to an approved Development Application.

1.12. **"Development Application"** means an application to the Town for development of a portion of the Project including a subdivision plat, site plan or any other permit, certificate or other authorization from the Town required for development of the Project.

1.13. **"Dispute"** means any disagreement between the Parties regarding the administration or implementation of the MDA.

1.14. **"Energy Facilities"** means on-site electric power generation, energy storage, and supporting infrastructure located within the Project, including without limitation natural-gas-fired combustion turbines,

reciprocating engines, fuel cells, BESS, associated fuel storage and delivery facilities, natural gas pipelines, metering and compression, substations, switchgear, transformers, electrical collection and distribution lines, control and microgrid equipment, and all related appurtenances.

1.15. **"Energy Provider"** means the person or entity designated from time to time by Master Developer, Owner, an approved Subdeveloper (or any of the foregoing parties' successors or assigns) to develop, own, operate, finance, provide, contract for or control the Energy Facilities, Microgrid and related infrastructure, including any affiliate, subsidiary, SPE, project company, nominee, designee, capital partner, lender, mortgagee, successor, successor by foreclosure or deed in lieu, or assignee of the same. The Energy Provider rights under this MDA may be held, reserved, transferred, or assigned by Master Developer, Owner, or an approved Subdeveloper without any requirement that such party/parties be the final Energy Provider, Owner or operator. The Parties acknowledge and agree that each Energy Provider and its successors and assigns are approved Subdevelopers and intended third-party beneficiaries for all purposes of this MDA to the extent they are not signatories or Owners.

1.16. **"Extractable Natural Materials"** means any rock, sand, or gravel products which may be used by Master Developer, Owner, Energy Provider, any Subdeveloper, and/or their agents, successors, assigns, tenants, users, guests, and invitees as more fully specified herein.

1.17. **"Intended Uses"** means the use of all or portions of the Project for public facilities, businesses, commercial, industrial, data centers, Data Center Facilities, on-site electric power generation and energy storage (including Behind-the-Meter generation, Microgrid operation, and the Energy Facilities serving data centers and other Project uses), professional and other offices, services, cooling systems, emergency and backup generation, substations, BESS, telecommunications and fiber facilities, security facilities, fencing, fuel storage and delivery, utility yards, water supply, treatment, reuse, recycling and storage infrastructure, construction staging, maintenance facilities, access roads, private and public utility corridors, and other ancillary and supporting uses reasonably related to the foregoing.

1.18. **"Master Developer"** means Oquirrh Wood Ranch, LLC, a Utah limited liability company, and its assignees or transferees as permitted herein.

1.19. **"Master Plan"** means the general layout of the types and areas of development of the Project as illustrated on Exhibit B.

1.20. **"MDA"** means this Master Development Agreement including all of its Exhibits.

1.21. **"Microgrid"** means an integrated system of Energy Facilities capable of operating in parallel with, or independently (islanded) from, the regional electric grid, including in a fully off-grid configuration, to serve Project loads.

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

1.23. **"Owner"** means each fee owner of any portion of the Property that executes this MDA or joins this MDA by joinder, assignment, conveyance or operation of this MDA, and any successor owner of all or any portion of the Property. Any affiliate, subsidiary, SPE, project company, nominee, designee, successor, assignee or other transferee designated by Master Developer or Owners that acquires fee title to all or any portion of the Property, thereby becoming an owner in fee title to such portion of the Property, such acquiring entity shall automatically be deemed an Owner for the acquired portion of the Property without further Town Council consent, amendment, or approval.

1.24. **"Owners"** means, collectively, two or more persons or entities who each qualify as an Owner under this MDA.

1.25. **"Parties"** means Owners, Master Developer, Energy Provider, the Town, and each other person or entity that executes this MDA or joins this MDA in accordance with its terms.

1.26. **"Party"** means any one of the Parties, as applicable.

1.27. **"Project"** means the total development, utilities, infrastructure, uses, operations, buildings and improvements to be constructed, installed, operated, maintained, repaired, replaced or expanded on the Property pursuant to this MDA, including all public and private facilities, Intended Uses, Data Center Facilities, Energy Facilities, Microgrid facilities, water infrastructure, access improvements, utility corridors, and all other aspects approved as part of this MDA. Upon the addition of any Additional Property to this MDA, the Project shall automatically include such Additional Property and all vested rights applicable to the Project shall apply to such Additional Property unless expressly limited in the applicable joinder.

1.28. **"Property"** means that approximately 2,225.9 acres of real property owned or controlled by the Owners as more fully described and depicted in Exhibit A, together with any Additional Property added to this MDA by amendment, administrative modification, joinder or recorded supplement in accordance with this MDA.

1.29. **"Public Infrastructure"** means those elements of infrastructure that are planned to be dedicated to the Town as a condition of the approval of a Development Application.

1.30. **"Subdeveloper"** means any person or entity that owns, purchases, leases, ground leases, controls, develops, finances, operates, occupies or uses all or any portion of the Project or holds, receives, or is assigned rights or obligations under this MDA. Owners, Energy Provider, and each of their respective affiliates, subsidiaries, SPEs, project companies, nominees, designees, capital partners, tenants, users, lenders, mortgagees, successors, successors by foreclosure or deed in lieu, and assigns are deemed approved Subdevelopers to the extent of their respective interests without separate Town Council consent, amendment or approval.

1.31. **"Subdivision"** means the division of any portion of the Project into developable lots pursuant to Utah state code.

1.32. **"System Improvements**" means improvements to water, sewer, stormwater, roads, or parks which extend, expand, or improve the Town's water, sewer, stormwater, roads, or parks beyond what is required to service or benefit the Project.

1.33. **"Town"** means the Town of Fairfield, a political subdivision of the State of Utah.

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

1.35. **"Town's Vested Laws"** means the ordinances, policies, standards, procedures, interpretations, specifications, forms, checklists and fee schedules of the Town in effect as of the date of the execution of this MDA which are attached as Exhibit E.

1.36. **"Upsize**" means an increase in the size or capacity of Public Infrastructure that exceeds the requirements of the Project, as reasonably determined by the Applicant and set forth in the applicable Development Application.

ARTICLE 2
VESTED RIGHTS AND RESERVED LEGISLATIVE POWERS

2.1. **Vested Rights.** Consistent with the terms and conditions of this MDA, and to the maximum extent permissible under the laws of Utah and the United States and at equity, Master Developer, Owners, Energy Provider and each approved Subdeveloper have the vested right, as defined by Utah Code Ann. § 10-20-902 (2026) and as that term is construed in Utah common law, to develop, construct, install, use, operate, maintain, repair, replace and expand the Project during the term of this MDA in accordance with this MDA and the Town's Vested Laws. The vested rights include, without limitation, the right to develop, construct, install, use, operate, maintain, repair, replace and expand the Intended Uses, Data Center Facilities, Energy Facilities, Microgrid facilities, water infrastructure, access

improvements, utility corridors, private utility systems, 24/7 operations and related support uses described herein. This MDA may modify, in certain respects, the operation of the Town's Vested Laws pertaining to the Property. To the extent that the terms and conditions of this MDA conflict with the Town's Vested Laws, this MDA shall be considered a land use application and an ordinance adopted by the Town through its legislative power and consistent with Utah Code Ann. § 10-20-502 and Section 10-20-508 (2026), including a review and recommendation from the planning commission and a public hearing, and shall thereafter operate as an amendment to any portion of the Town's Vested Laws that is inconsistent with the terms and conditions of this MDA.

2.2. **Reserved Legislative Powers.** The Parties acknowledge that under the laws of the State of Utah and the United States, the Town's authority to limit its police power by contract has certain restrictions. As such, the limitations, reservations and exceptions set forth herein are intended to reserve to the Town all of its police power that cannot be so limited. Notwithstanding the retained power of the Town to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Master Developer, Owners, Energy Provider and approved Subdevelopers under this MDA and with respect to use under the zoning designations and vested Intended Uses referenced in this MDA based upon the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of Master Developer, Owners, Energy Provider or any approved Subdeveloper under this MDA shall be of general application to all development activity in the Town and, unless the Town declares an emergency, the affected parties shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

2.3. **Exceptions to Vested Rights.** The Town expressly reserves its authority to impose the Town's Future Laws to the Project in any one or more of the following circumstances:

2.3.1. Agreement by the Parties. The Town's Future Laws that the Parties agree in writing to the application thereof to the Project.

2.3.2. State and Federal Compliance. The Town's Future Laws that are generally applicable to all Property in the Town and which are required to comply with State and Federal laws and regulations affecting the Project.

2.3.3. Codes. The Town's Future Laws that are updates or amendments to existing codes or standards such as the International Building Code, APWA Specifications, County or State Standards, AAHSTO Standards, the Manual on Uniform Traffic Control Devices, or other similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare.

2.3.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the Town to all Property, applications, persons, and entities similarly situated.

2.3.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the Town (or a portion of the Town as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

2.3.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the Town and which meet all requirements of the United States Constitution, Utah Constitution, law and applicable statutes, including but not limited to Utah Code Ann. § 11-36a-101 et seq.

ARTICLE 3
DEVELOPMENT OF THE PROJECT

3.1. **Owners' Discretion.** Notwithstanding anything to the contrary herein or the Town's approval of a specific Development Application, nothing in this MDA shall obligate Master Developer, Owners, Energy Provider or any Subdeveloper to construct any particular portion of the Project or phase therein, and each such party shall have the discretion to determine whether to construct a particular portion of the Project or phase based on such party's business judgment. Once construction has begun on a specific Development Application, the Applicant for such Development Application shall have the obligation to complete the public improvements associated with the Development Application approval, subject to force majeure, casualty, condemnation, financing, supply-chain, regulatory, utility, water, access, title, environmental and other commercially reasonable circumstances outside such Applicant's reasonable control.

3.2. **Acknowledgement of Parcels.** Master Developer, Owners, Energy Provider and/or any applicable Subdeveloper may create a new parcel or sell, convey, lease, ground lease, finance or otherwise transfer a portion of an existing parcel as a bona fide division of land that does not create any individually developable lots in the new parcel unless and until applicable land-use approvals are obtained. The Town acknowledges and agrees that any new parcel(s) created within the Project as set forth in this Section 3.2 will not constitute an illegal subdivision provided that land use approvals for the development of such new parcels are received prior to any development occurring on such parcels pursuant to this MDA and the Town's Vested Laws.

3.3. **Grading.** Subject to the land disturbance permit requirements of the Town and the proposed grades set forth in the Grading Plan, Master Developer, Owners, Energy Provider and/or a Subdeveloper may grade any portion of the Project prior to the Town's issuance of a preliminary or final plat or site plan for any portion of the Project. Any such grading performed prior to the issuance of a preliminary or final plat or site plan or other Town-approved plan for the final grade of a portion of the Project shall be done at the risk of the party performing such grading. So long as the land disturbance permit application complies with the requirements thereof and the applicable standards of this MDA, the Town shall issue a land disturbance permit for initial grading within the Project without requiring a preliminary or final site plan, plat approval, or other conditions not contained in the land disturbance permit application.

3.4. **Certain Extraction, Processing and Uses Permitted.** Master Developer, Owners, Energy Provider, Subdevelopers, and/or their agents, successors, assigns, tenants, users, guests, and invitees may process the Extractable Natural Materials located on the Property into construction materials such as aggregate, topsoil, concrete, or asphalt for use in the construction of infrastructure, utilities, or other buildings or improvements located in the Project and for sale to and use on other locations outside of the Project. Subject to the Town's approval of a land disturbance permit and the applicable grading and extraction provisions set forth herein, the processing of the Extractable Natural Materials on the Property need not be tied to a Subdivision, preliminary or final site plan, plat, or other land use application (not including the land disturbance permit).

3.5. **Term.** This MDA shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised. The initial term of this MDA shall be for a period of twenty-five (25) years from the Effective Date hereof. If, as of that date, Master Developer, Owners, Energy Provider and approved Subdevelopers are not declared to be in default as set forth herein, and if any such declared default is not being cured, then this MDA shall automatically extend for two (2) additional periods of ten (10) years each. This MDA shall also terminate automatically at Buildout of the Project, provided that any vested rights, approvals, easements, infrastructure rights, assignments, lender protections, indemnities or other provisions expressly intended to survive shall survive to the extent applicable.

3.6. **Reasonable Diligence; Term of Approvals.** Notwithstanding anything to the contrary contained herein, and notwithstanding the provisions of Utah Code Ann. § 10-20-902(1)(f) (2026), once a Development Application has been approved by the Town, the approval of such Development Application shall not expire or lapse due to the applicant's failure to proceed with reasonable diligence or complete development activity within any specified period. Following approval, a Development Application and all associated approvals shall remain valid and in effect during the term of this MDA unless the applicable Applicant or its successor in interest to the rights contained herein is found to be in default of the terms of approval associated with such Development Application, provided,

however, that such default shall only apply to: (a) the Applicant (or successor of such Applicant) who is in default; and (b) the Development Application of the Applicant in default.

3.7. **Approval of Development Parcels; Subdivision Not Required.** Notwithstanding any contrary provision of Town's Vested Laws, Master Developer, Owners, Energy Provider and/or any applicable Subdeveloper shall have the right, from time to time, to sell, convey, transfer, lease, ground lease, finance or otherwise dispose of portions of the Property as separate development parcels (each, a "Parcel") without the necessity of recording a subdivision plat, provided that such Parcel is created and conveyed in accordance with this Agreement and applicable Utah law. Town acknowledges and agrees that the intent of this provision is to permit the creation and conveyance of developable Parcels pursuant to the Town's authority to allow development on un-subdivided parcels of land consistent with the intent and principles set forth in Utah Code Ann. § 10-20-808 (2026), including recognition that land may be divided and conveyed without a subdivision plat where the applicable development rights, infrastructure obligations, access, utilities, public improvements, and other applicable land use requirements are otherwise addressed through this Agreement and the applicable Development Application approvals for such parcel. Accordingly, the Town agrees that any Parcel created pursuant to the terms of this Section shall be deemed a lawful developable parcel eligible for development approvals, building permits, site plan approvals, and related land use entitlements without requiring the approval or recordation of a separate subdivision plat, so long as: (a) the Parcel complies with the applicable requirements expressly set forth in this Agreement and applicable Utah law; (b) adequate public infrastructure, access, utilities, and easements necessary to serve the Parcel are provided or secured pursuant to this Agreement or approved development plans; and (c) the legal description of the Parcel is provided to Town in connection with the applicable Development Application or conveyance. The Town further agrees that no further subdivision approval process shall be required for the conveyance or development of a Parcel created in compliance with this Section, except to the extent expressly required by this Agreement or applicable state law that cannot legally be modified by agreement of the Parties.

3.8. **Four-Year Reviews.** Every four years after the execution of this MDA, the Town, Master Developer, Owners, and Energy Provider shall meet and confer to consider any issues that may have arisen regarding the MDA, the development of the Property, the general economy, and other issues related to the development of the Project. The first meeting shall occur at a time and place mutually agreeable to the Town, Master Developer, Owners, and Energy Provider between November 1, 2030 and November 30, 2030. The Parties shall not be required to make any modifications to this MDA as a result of these reviews. Notwithstanding, any Party may propose amendments or modifications for the other Parties to consider.

3.9. **SWPPP.** The Parties acknowledge that the applicability of federal and state construction stormwater permitting requirements, including any requirement for preparation or implementation of a Storm Water Pollution Prevention Plan ("SWPPP") under the Utah Pollutant Discharge Elimination System ("UPDES"), may depend upon the nature and scope of individual construction activities, drainage conditions, applicable regulations, and determinations made by agencies having jurisdiction. Each Applicant shall comply with construction stormwater, dewatering, cooling-water, thermal-discharge and other water-quality permitting requirements imposed by the state or federal agency having jurisdiction. The Town shall not require Master Developer, Owners, Energy Provider, Subdevelopers, or their successors or assigns to prepare, submit, implement or pay fees specifically associated with a SWPPP or similar construction stormwater permit except to the extent required by applicable state or federal law or by a non-discretionary Town ordinance of general application that does not impair the vested rights granted under this MDA. The Town shall not impose additional SWPPP-related fees, studies, inspections, conditions, operating limitations or requirements beyond those required by the state or federal agency having jurisdiction, except for generally applicable local erosion-control, grading, drainage and right-of-way standards that do not materially impair or delay the Intended Uses, Data Center Facilities, Energy Facilities or other vested rights under this MDA.

3.10. **UDOT/Freeway and Access Coordination.** The Town, Master Developer, and Owners shall reasonably cooperate with Energy Provider, Subdevelopers and their respective engineers, consultants, utility providers and governmental agencies in connection with UDOT, freeway, interchange, access, road, dedication, taking, utility corridor, water infrastructure, right-of-way, relocation and similar matters (collectively the "Freeway and Access Matters") affecting the Project. To the extent a proposed Freeway and Access Matter would materially impair an approved or reasonably anticipated Data Center Facility, Energy Facility, utility corridor, access route, water infrastructure, developable area or other vested Intended Use, the Town shall, to the extent within its lawful authority, evaluate and support reasonable alternative designs, easements, access routes, utility relocations, administrative

modifications, parcel adjustments and other mitigation measures to preserve the vested rights and site viability of the Project.

3.11. *Reserved*

3.12. **Master Plans**. The master plans attached hereto as Exhbits F – I (each individually a "Utility Master Plan" and collectively the "Utility Master Plans") depict the utility services for roads, water, stormwater, and sewer that will service the Project. The Utility Master Plans are hereby approved for the Project, subject only to such Administrative Modifications as may be approved pursuant to Article 6. The specific standards applicable to each Utility Master Plan are set forth in the respective Exhibits attached hereto.

ARTICLE 4
FINANCING OF PUBLIC INFRASTRUCTURE

4.1. **Construction of On-Site Public Infrastructure by Master Developer.** Master Developer, Owners, Energy Provider, and/or any applicable Subdeveloper shall have the right to construct or cause to be constructed and installed within the Project all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application as the Development Application work is done. However, no such party shall be obligated to construct and/or dedicate Public Infrastructure larger than what is required by the Town's applicable master plans or this MDA for the Project unless financial arrangements to reimburse the applicable constructing party are arranged as set forth in Section 4.2. All Public Infrastructure shall be designed and constructed in compliance with all applicable standards in this MDA; the Town's Vested Laws; and all other applicable laws, rules or regulations. The Public Infrastructure shall be consistent with and fulfill the purposes of adopted plans for such infrastructure that are part of the Town's Vested Laws.

4.2. **Upsizing of Public Infrastructure.** Subject to a mutually acceptable reimbursement arrangement, the Town may require Master Developer, Owners, Energy Provider, or a Subdeveloper to construct public infrastructure in connection with development of the Project. If upsizing is required by the Town, the Town is obligated to reimburse the applicable constructing party for the incremental or additive costs of such upsizing and shall enter into a mutually acceptable reimbursement arrangement as condition of such upsizing. For example, if an upsize to a water pipe increases the costs by 10% but adds 50% more capacity, the Town is only responsible for compensating the constructing party for the 10% cost increase. For purposes of this Section, a "mutually acceptable reimbursement arrangement" means reimbursement agreements and/or impact fee credits confirmed in writing by the Parties. The failure of the Town and the applicable constructing party to execute a reimbursement agreement or other form of acceptable financial arrangement for upsizing shall in no way release the Town from its obligation to provide reimbursement to the applicable constructing party for the reimbursable portion of the costs of the upsizing set forth herein and the Town's failure to timely provide such reimbursement, whether or not pursuant to the terms of a mutually acceptable reimbursement arrangement, shall constitute a default under this MDA. Additionally, the mutually acceptable reimbursement arrangement shall include, in addition to other standard or negotiated terms, provisions about the reimbursement for actual carry and financing costs (including interest) as well as other soft costs incurred in connection with the upsizing.

4.3. **Public Infrastructure Financing.** Master Developer, Owners, Energy Provider, and/or any applicable Subdeveloper may, in its discretion, petition the Town to form one or more public infrastructure districts or similar financing districts to assist with financing infrastructure within the Property. Upon receiving such petition, the Parties agree to work in good faith toward the creation of one or more such districts. Additionally, the Parties agree to work in good faith on pursuing funding, credits, reimbursements, grants, tax-increment, or other incentives from the Pony Express Inland Port, any public infrastructure district, the Town, the County, UDOT, utility providers, and any other applicable governmental or quasi-governmental source to assist with development of infrastructure within the Property.

4.4. **Impact Fees.**

4.4.1. Preparation and Adoption of Capital Facilities Plan and Impact Fee. The Town shall, after execution of this Agreement, during its normally scheduled time initiate and schedule amendments to the Town's current capital facilities plan with respect to any Public

Infrastructure and System Improvements to be financed with the assistance of the Town. Upon completion and approval by the Town of an amended capital facilities plan, the Town shall consider an Impact Fee ordinance with respect to the facilities described in the amended Capital Facilities Plan and written analysis, including lawfully required credits against impact fees and reimbursement agreements benefitting Master Developer, Owners, Energy Provider, Subdevelopers, tenants, users, lenders and other applicable parties, if applicable.

4.4.2. Public Safety Impact Fees. The Project shall be subject to the Town's impact fees for public safety subject to any credits, offsets, reimbursements, exemptions, or construction alternatives that may accrue to Master Developer, Owners, Energy Provider, Subdevelopers or other applicable parties due to their potentially contributing land, buildings, facilities, equipment, funding or other system improvements.

4.4.3. Impact Fees for Parks, Trails and Open Space, Culinary Water, Storm Water, Sanitary Sewer, and Transportation. The Town acknowledges that the development of the Property proposed pursuant to this MDA will satisfy the minimum level of service for Parks, Trails, and Open Space; Culinary Water; Storm Water; Sanitary Sewer; and Transportation (which levels of service are established in the Town's impact fee facility plans and impact fee analyses). Accordingly, the Property is exempt from any current impact fees for those systems.

4.4.4. Construction Alternative. Master Developer, Owners, Energy Provider, and/or any applicable Subdeveloper shall have the right to construct any of the System Improvements required for any Development. If such party chooses to construct any such System Improvements, the Town shall not charge such party or any Subdeveloper any impact fees for such System Improvements.

4.4.5. Call on Capacity. Without the express written consent of Master Developer, Owners, Energy Provider, and any affected Subdeveloper, the capacity of any System Improvement, utility facility, water facility, wastewater facility, stormwater facility, road, access improvement, fiber/telecommunications facility, gas facility, Energy Facility, Microgrid facility, private distribution system, or other infrastructure constructed, funded, dedicated, reserved or secured by or for the Project shall not be allocated for use by other properties outside of the Project without preserving sufficient capacity to provide services to the Project and the vested Intended Uses or without providing a mutually agreeable form of buy-in or reimbursement for such properties' use of such infrastructure described herein. Notwithstanding the foregoing, any System Improvements or Upsize required by the Town that is initially paid for with bond or other proceeds from the Public Infrastructure Districts shall, in connection with the reimbursement provisions of this MDA, identify the areas outside of the Project that will benefit from the System Improvement or Upsize and require such areas to pay the applicable impact fee or other lawful charge as a potential means of reimbursement for the System Improvement or Upsize.

4.4.6. No Other Off-Project Impacts. Except as otherwise expressly set forth herein, the Parties acknowledge that the Project does not require Owners, Energy Provider, Subdevelopers or Master Developer to construct any off-Project Public Improvements or pay any impact fees for off-Project Public Improvements.

ARTICLE 5
DEVELOPMENT APPLICATION REVIEW PROCESS

5.1. **Processing Under Town's Vested Laws.** Approval processes for Development Applications shall be as provided in the Town's Vested Laws, except as otherwise provided in this MDA. Development Applications shall be approved by the Town if such Development Applications comply with the Town's Vested Laws and this MDA.

5.2. **Who May Submit Development Applications.** Subject to the requirements of this MDA, any owner of property within the Project, Master Developer, Energy Provider, any Subdeveloper, tenant, user, assignee, designee, nominee, or their respective consultants or authorized agents may submit a Development Application hereunder.

5.3. **No Construction Without Development Application Approval.** Except as otherwise provided herein, no improvements shall be constructed within any parcel without an Applicant first obtaining approval of a Development Application for such parcel from the Town. Upon approval by the Town of any Development Application, the parcel related to such approval may be, but shall not be required to be, improved in accordance with the approved Development Application, subject to the terms, conditions, and provisions of the Development Application.

5.4. **Standard Review Fees.** Except as otherwise set forth herein, any Development Application submitted in connection with the Project shall be required to include payment to the Town of all standard fees applicable to any submittal of any such Development Application under the Town's fee schedule in effect at the time of the application.

5.5. **Town Denial of a Development Application.** If the Administrator, Planning Commission, or Town Council denies a Development Application, the denying body shall provide a written determination advising the Applicant of the reason(s) for Denial including specifying the reasons the denying body believes that the Development Application is not consistent with this MDA or the Town's Vested Laws.

5.6. **Required Process.** The approvals set forth in Exhibit D establish the required review and approval bodies and standard of review for Development Applications. No Development Application shall be approved without first submitting such Development Application for review as set forth herein. This process is designed to limit the number of submittals and reviews required for development of the Project, to ensure that each Development Application is compliant with this MDA and the Town's Vested Laws, and to make the implementation of this MDA an administrative function excepting only those items that, by applicable law or this MDA, require Planning Commission and/or Town Council review or approval. Data Center Facilities, Energy Facilities, BESS, substations, gas/fuel infrastructure, wells, water infrastructure, fiber and telecommunications facilities, grading, access improvements, utility corridors and other support facilities identified in Exhibit D shall be reviewed administratively according to the objective standards and deemed-approval procedures set forth in Exhibit D.

5.7. **Outsourcing of Processing of Development Applications.** Upon submission by an Applicant of a Development Application, the Town shall promptly transmit the Development Application to the Town's designated third-party consultant for review (the "Outsourcing Work"). The third-party consultant shall complete and return its review comments to the Town and Master Developer within ten (10) business days after the third-party consultant's receipt of the Development Application. Notwithstanding the Town's right to designate a third-party consultant for review, the Town shall designate a new consultant upon request of Master Developer or the applicable Applicant in the event (i) such third-party consultant material fails to meet any processing time line set forth in this MDA, the City's Vested Laws, or LUDMA, or (ii) the Outsourced Work is determined to be materially incorrect in any respect.

5.7.1. Payment of Fees and Costs. The applicable Applicant shall be responsible for payment of the documented, reasonable fees and costs charged by such third-party consultant in connection with the review of the Development Application; provided, however, (i) that all such fees and costs shall be commercially reasonable and consistent with prevailing market rates customarily charged by similarly qualified consultants for comparable services in the applicable market, (ii) Applicant shall not be obligated to pay any fees and costs incurred by such third-party consultant outside of the established ten (10) business day review period, and (iii) the Applicant shall have the right to dispute claims for payment by such third-party cosnultant and to audit the relevant books and records of such third-party consultant in connection therewith. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

5.7.2. Acceptance of Outsourced Work. The Town shall accept the results of any Outsourced Work under this section unless the Town determines that the Outsourced Work has not been performed pursuant to Town standards or is materially incorrect. If the Town does not give the applicable Applicant Notice within five (5) business days of receiving the Outsourced Work that the Town disputes the acceptability of the Outsourced Work, then the Town shall be deemed to have accepted the Outsourced Work. Any disputes relating to the Outsourced Work shall be subject to the Dispute Resolution Process, subject to the Town's obligation to designate a new third-party consultant as provided for above.

ARTICLE 6
ADMINISTRATIVE MODIFICATIONS

6.1. **Scope of Administrative Modifications.** Modifications to this MDA may be considered and approved by the Administrator if such modifications: (i) are related to the location and/or sizing of infrastructure for the Project and do not materially change the functionality of the infrastructure for the Intended Uses; (ii) are deemed to be minor modifications by the Administrator; (iii) add Additional Property to the Project pursuant to Section 10.2 and Exhibit J; (iv) update any of the utility master plans (Exhibit F – Roadway Master Plan, Exhibit G – Water Master Plan, Exhibit H – Stormwater Master Plan, Exhibit I – Sewer Master Plan) to reflect more convenient, economic, or appropriate utilities consistent with this MDA; (v) update Exhibit D to implement administrative review procedures consistent with this MDA; or (vi) otherwise implement an objective standard or vested right previously approved by this MDA. No Administrative Modification may materially impair the vested rights of an affected Owner, Energy Provider, Subdeveloper, tenant, user, lender or mortgagee without that affected party's written consent.

6.2. **Application to Administrator.** Applications for Administrative Modifications may be filed with the Administrator in writing by Master Developer or an Owner.

6.3. **Administrator Review of Administrative Modification.** The Administrator shall consider and decide upon the Administrative Modification within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Modification. If the Administrator approves the Administrative Modification, the Administrator may record notice of such approval against the applicable portion of the Property.

ARTICLE 7
SUCCESSORS AND ASSIGNS

7.1. **Assignability.** Except for a Permitted Transfer as set forth in Section 7.1.1 below, the rights, benefits, approvals, vested rights, capacities, protections, interests and responsibilities of the Parties under this MDA may not be assigned without the prior written consent of the Town Council. Any assignee that expressly accepts an assignment of obligations shall consent in writing to be bound by the assigned obligations to the extent of the property, rights or obligations assigned, but no assumption shall be required for a transfer of rights, benefits, protections, approvals, vested rights, capacities, collateral rights, easements, leases, licenses, utility rights or other non-delegated interests.

7.1.1. Other Transactions. For purposes of this MDA, "Permitted Transfer" means any assignment, transfer, conveyance, sale, lease, ground lease, easement, license, joint venture, pledge, collateral assignment, mortgage, deed of trust, security interest, or other transaction involving all or any portion of the Project or rights under this MDA to or for the benefit of: (i) any affiliate, subsidiary, parent, SPE, project company, nominee, designee, successor, assignee or entity related to the transferring Party; (ii) Energy Provider, any Subdeveloper, tenant, user, capital partner, tax equity investor, lender, mortgagee, trustee, collateral agent or financing source; (iii) any foreclosure purchaser, deed-in-lieu transferee, receiver, bankruptcy purchaser or successor by enforcement of lender remedies; (iv) any utility provider, governmental entity, public infrastructure district, special assessment area or other infrastructure financing entity; or (v) any purchaser, ground lessee, tenant, user or developer of any lot, parcel, building, facility or portion of the Project. A Permitted Transfer shall not be deemed an assignment requiring

Town Council consent unless the transferring Party expressly designates it as such in writing. Each assignee under a Permitted Transfer may further assign, transfer, convey, lease, ground lease, license, pledge or otherwise transfer the assigned rights, benefits.

7.1.2. Sale of Lots. The selling, conveying, leasing, ground leasing, licensing, financing, pledging or otherwise transferring of lots, parcels, buildings, facilities, utility rights, easements, corridors, infrastructure rights, energy rights or other interests to builders, users, tenants, Subdevelopers, Energy Provider, lenders, mortgagees, capital partners, utility providers or any assignee shall be a Permitted Transfer and shall not be deemed an assignment subject to approval by the Town Council unless specifically designated as such in writing by the transferring Party.

7.2. **Notice.** No prior Notice to, consent from, approval by, review by or acknowledgement of the Town, Master Developer, any Owners or any other Party shall be required for any Permitted Transfer. Notice to the Town of a Permitted Transfer may be given after the effective date of the transfer for administrative, contact, estoppel, permitting and notice purposes but shall not be a condition to the validity or effectiveness of such Permitted Transfer. An assigning Party shall give Notice to the Town of any proposed assignment that is not a Permitted Transfer and provide such information regarding the proposed assignee that the Town may reasonably request in making the evaluation permitted under this Section.

7.2.1. Time for Objection. Unless the Town objects in writing within five (5) business days after the next regularly scheduled Council meeting following Notice of an assignment requiring Town Council consent, the Town shall be deemed to have approved and consented to the assignment. No objection period, financial-capacity review or approval standard shall apply to a Permitted Transfer.

7.3. **Partial Assignment.** If any assignment is for less than all of a Party's rights and obligations, then the assignee shall be responsible for the performance of only those obligations contained in this MDA that the assignee expressly assumes in writing and only with respect to the property, rights or obligations assigned. Upon any such partial assignment and assumption, the assigning Party shall be released from future obligations as to those obligations which are assigned and assumed, but shall remain responsible for obligations that were not assigned and assumed. The assignment or transfer of rights, benefits, protections, approvals, vested rights, capacities, collateral rights, easements, leases, licenses, utility rights or other non-delegated interests shall not require assumption of unrelated obligations. No partial assignment or default by one Owner, Energy Provider, Subdeveloper, tenant, user or assignee shall impair the vested rights of any non-defaulting party or any parcel not affected by the default.

7.4. **Denial.** The Town Council may only withhold its consent to a proposed assignment requiring Town Council consent if: (i) the Town Council is not reasonably satisfied of the assignee's financial ability to perform the obligations of the assigning Party which are proposed to be assigned; or (ii) there is an existing uncured material breach of a development obligation owed to the Town by the assignor or related entity that is not being cured in a commercially reasonable manner. Any refusal of the Town to accept an assignment shall be subject to the dispute resolution provisions contained herein. The Town Council shall have no right to withhold, condition, delay, object to, review or charge a fee for any Permitted Transfer.

7.5. **Binding Effect.** If any Party sells, conveys, leases, ground leases, licenses, assigns, finances or otherwise transfers parcels, rights, interests or facilities to Subdevelopers, related parties, Energy Provider, tenants, users, capital partners, lenders, mortgagees or any assignee, the interests so transferred shall bear the same rights, privileges, Intended Uses, vested rights, capacities, configurations and benefits as applicable to such interest and shall be subject to the same limitations and rights of the Town as when owned by such Party and as set forth in this MDA, without any required approval, review or consent by the Town except as otherwise expressly provided herein.

7.6. **Lender and Capital Partner Protections.** Each lender, mortgagee, trustee, collateral agent, capital partner, tax equity investor, financing source and their respective successors and assigns (collectively, "Financing Parties") shall be entitled to rely on this MDA, receive notices of default affecting its collateral or rights if the Town has been provided written notice of its contact information, and have the right, but not the obligation, to cure defaults of its borrower, owner, tenant, user or grantor within the same cure period available to such defaulting party, plus any

additional time reasonably necessary to obtain possession, appoint a receiver, complete foreclosure, enforce a deed of trust, obtain bankruptcy-court relief, or otherwise control the applicable interest so long as the Financing Party is diligently pursuing such cure. The Town shall not terminate this MDA, materially impair vested rights, or accept an amendment, release, surrender or waiver materially affecting the collateral or rights of a Financing Party without giving such Financing Party written notice and a reasonable opportunity to cure or object. A collateral assignment, pledge or other grant of security interest to a Financing Party, and any foreclosure purchaser, deed-in-lieu transferee or other successor through enforcement of Financing Party remedies, shall be a Permitted Transfer and shall receive the same vested rights applicable to the acquired interest without Town Council consent.

ARTICLE 8
DEFAULT

8.1. **Notice of Default.** If any Party fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the defaulting Party and the Master Developer.

8.2. **Contents of Notice of Default.** The notice of Default shall: (i) specify the claimed event of default; (ii) identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in default; (iii) identify why the default is claimed to be material; and (iv) propose a method and time for curing the default which shall be of no less than thirty (30) calendar days duration. The Master Developer shall have the right, but not the obligation, to undertake a cure of any Owner's default hereunder. If the default cannot reasonably be cured within thirty (30) days, the defaulting Party shall not be in default so long as it (or the Master Developer, at the Master Developer's discretion) commences cure within such thirty (30) day period and diligently prosecutes such cure to completion. Notwithstanding the foregoing, the thirty (30) day cure period shall not commence until the Parties have met and conferred, as provided in Section 8.3 below. No default by one Party shall impair the vested rights of any non-defaulting Party or any parcel, building, facility or right not owned or controlled by the defaulting Party.

8.3. **Meet and Confer.** If any Party gives a notice of Default, the Parties shall meet within twenty-one (21) calendar days of the Notice and make good faith effort to resolve the issues specified in the Notice.

8.4. **Mediation.** If the Parties are unable to resolve the notice of Default after the Meet and Confer provision of Section 8.3, the Parties shall attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator with knowledge of the issue in dispute. If the Parties are unable to agree on a single acceptable mediator, they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. The Parties shall split the fees of the chosen mediator, each party paying 50% of the fees. The chosen mediator shall within fifteen (15) calendar days, review the positions of the Parties regarding the dispute and promptly attempt to mediate the issue between the Parties. If the Parties are unable to reach agreement on the notice of default, the mediator shall notify the Parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the Parties.

8.5. **Cessation of Work.** Should the Town remain in Default after the thirty (30) day cure period provided for in Section 8.2 above, the Master Developer and/or applicable Owner shall have the right (but not the obligation) to cease work on the Project (including but not limited to any required Public Infrastructure) pending the Town's cure or mediation of the notice of dispute, as applicable. Notwithstanding any provision of this Agreement to the contrary, such cessation of work, and the consequences thereof, shall not itself be a material violation of any provision of this MDA.

ARTICLE 9
DATA CENTER FACILITIES AND ON-SITE ENERGY FACILITIES

9.1. **Data Center Facilities; Permitted Use; Vested Right.** The development, construction, installation, ownership, occupancy, use, operation, maintenance, repair, replacement and expansion of Data Center Facilities are permitted primary and accessory uses by right throughout the Project and constitute vested rights under Article 2. The Town acknowledges that Data Center Facilities require large buildings, secure operations, 24/7 use, high electric loads, cooling systems, BESS, backup and on-site generation, substations, fiber connectivity, water infrastructure, security

facilities, screened equipment yards, access and utility corridors, construction staging, commissioning, testing, maintenance and related ancillary improvements. Such features are approved as part of the Intended Uses and shall not be prohibited or materially impaired by the Town's Future Laws or by discretionary design, site-plan, conditional-use, business-license or operational approvals.

9.2. **Energy Facilities; Permitted Use; Vested Right.** The development, construction, installation, ownership, operation, maintenance, repair, replacement and expansion of Energy Facilities is a permitted primary and accessory use by right throughout the Project and constitutes a vested right under Article 2. To the extent the Parties agree that particular generation, storage, fuel, substation or distribution improvements will be located on specific parcels or corridors; provided that the failure to complete certain power improvements shall not limit the vested approval of Energy Facilities unless and until Energy Provider and affected Owners have approved the final location of such uses. The Town acknowledges that reliable on-site electric power and energy redundancy are essential to the Intended Uses, including Data Center Facilities.

9.3. **Approval Process.** Development Applications for Data Center Facilities, Energy Facilities, BESS, substations, gas and fuel infrastructure, wells, water infrastructure, fiber and telecommunications facilities, grading, access improvements, utility corridors, and related support facilities shall be reviewed and approved administratively under Article 5 and Exhibit D in the same manner as other Project infrastructure, without Planning Commission or Town Council discretionary review, provided they comply with this MDA and the Town's Vested Laws. If a Development Application complies with this MDA, the Development Standards and the Town's Vested Laws, approval shall be granted as an administrative act within the applicable time periods set forth in Exhibit D.

9.4. **Behind-the-Meter Service.** To the extent permitted by applicable law, the Energy Provider may generate and store electric and thermal energy and may sell, furnish, allocate, distribute or otherwise provide such energy on a Behind-the-Meter basis to users within the Project. The Parties acknowledge that such Behind-the-Meter service to Project users is intended to be a private commercial arrangement, is not a dedication of utility service to the public, and that the Town does not regulate the rates, terms, or conditions of such service except to the extent expressly required by applicable law. Regulatory jurisdiction of the generation, storage, sale, distribution, or provision of energy on a Behind-the-Meter basis, if any, is governed by Utah law and federal law and not by this MDA.

9.5. **Fuel Supply and Storage.** The Energy Provider may construct, own, operate, maintain, repair, replace and expand natural gas pipelines, taps, metering, compression, pressure-regulation, on-site fuel storage (including any liquid backup fuel), fuel-delivery systems and related facilities necessary or useful to serve the Energy Facilities, Data Center Facilities and other Intended Uses, subject only to applicable building, fire, life-safety, hazardous-materials and pipeline-safety codes under Section 2.3.3 and applicable state and federal law. The Town shall not use local permitting to impose discretionary conditions that prohibit, materially impair or materially delay the vested rights granted under this MDA.

9.6. **Air Quality and Environmental Compliance.** The Parties acknowledge that air-quality permitting and emissions compliance for the Energy Facilities are governed by the Utah Division of Air Quality and the U.S. Environmental Protection Agency to the extent such agencies have jurisdiction. Consistent with Section 2.3.2, the Town shall not impose air-quality, emissions, greenhouse gas, noise-as-emissions, thermal-discharge or related environmental requirements, studies, inspections, conditions or fees beyond those required by the state or federal agency having jurisdiction, except for generally applicable building, fire, life-safety, hazardous-materials, grading, drainage and site-design standards that do not prohibit, materially impair or materially delay the vested rights granted under this MDA.

9.7. **Noise, Setbacks, and Screening.** Design standards for Data Center Facilities and Energy Facilities, including noise limits, setbacks, height, lighting, security, fencing, generator testing, BESS, substations, cooling yards, visual screening and landscaping, shall be set forth in the Development Standards and shall be objective and vested. The Town shall not impose additional or different standards under the Town's Future Laws, discretionary site-plan review, business licensing, nuisance ordinances or other local authority in a manner that prohibits, materially impairs, materially increases the cost of, or materially delays the Intended Uses, Data Center Facilities, Energy Facilities or continuous operations approved by this MDA.

9.8. **Easements and Corridors.** The Town shall cooperate in granting, consenting to and recording any further easements, licenses, encroachment permits, crossing agreements, right-of-way agreements, relocations or similar instruments within Town rights-of-way or Town-controlled property reasonably necessary to construct, interconnect, serve, access and operate the Project, Data Center Facilities, Energy Facilities and Microgrid. The Energy Provider may construct, own, operate and maintain private electric and thermal distribution lines and related facilities to deliver energy from the generation parcels to the data centers and other users within the Project, including across Project parcels and within, over or under Town rights-of-way. Such private distribution facilities serve Project users on a Behind-the-Meter basis, are not public utility facilities to the extent permitted by applicable law, and shall not require a Town franchise except to the extent expressly required by applicable law.

9.9. **Microgrid; Islanded and Off-Grid Operation.** The Parties acknowledge that the Energy Facilities are designed to operate as a Microgrid in a fully islanded, off-grid configuration that does not require interconnection with the public electric distribution or transmission grid. The Energy Provider may construct and operate the Energy Facilities on an off-grid basis to serve Project loads, and the Town shall not require interconnection with the public grid as a condition of any approval, nor restrict islanded or off-grid operation of the Energy Facilities or require the construction of interconnection infrastructure as an Upsize or System Improvement. Nothing herein precludes the Energy Provider from electing to interconnect with the public grid, export power, participate in demand response, ancillary services or other grid programs, or obtain standby, backup or supplemental service in the future, subject to applicable law, utility requirements and required regulatory approvals.

9.10. **Fees, Taxes, and Impact Fees.** Except to the extent lawfully imposed on a uniform, generally applicable basis consistent with Section 2.3, the Town shall not impose generation-specific, data-center-specific, energy-use-specific, business-license, franchise, utility, inspection, operational, capacity, cooling, carbon, emissions, BESS, substation, microgrid or similar fees, taxes or charges on the Data Center Facilities, Energy Facilities, Energy Provider, Owners, Subdevelopers, tenants, users or Financing Parties. The Data Center Facilities and Energy Facilities shall be eligible for the Construction Alternative and impact-fee credit provisions of Article 4, and any Town impact fees lawfully applicable to the Data Center Facilities or Energy Facilities shall be addressed through the Capital Facilities Plan amendment, Development Application process or infrastructure agreement procedures described herein.

9.11. **Capacity Protection.** The generation, storage, fuel, water, sewer, stormwater, gas, fiber, telecommunications, road, access, utility, private distribution and other capacity of or serving the Data Center Facilities, Energy Facilities and Project shall not be allocated to, or required to serve, properties outside the Project without the express written consent of Energy Provider and any affected Owner, Subdeveloper, tenant, user, lender or mortgagee, consistent with the Call on Capacity provisions of Section 4.4.5.

9.12. **Water Supply and Infrastructure.** The Energy Provider, Owners, Subdevelopers and data-center users may develop, construct, own, operate, maintain, repair, replace and expand water supply, treatment, reuse, recycling, conveyance, storage, cooling, discharge and related infrastructure on the Property, including wells, tanks, ponds, pipelines, treatment facilities and reuse/recycling systems, to serve the Energy Facilities, Data Center Facilities and other Intended Uses. The Town shall reasonably cooperate with and shall not impede or impose conditions on such infrastructure beyond those required by applicable state and federal law or generally applicable local standards that do not prohibit, materially impair or materially delay the vested rights granted under this MDA. The Parties acknowledge that water rights are administered by the Utah State Engineer (Division of Water Rights) and not by the Town, and that nothing in this MDA grants, conveys or limits any water right; this Section addresses only the development and use of water infrastructure on the Property and the Town's cooperation with respect thereto. The Parties further acknowledge that private water rights, shares, well rights, permits, change applications, capacity, appurtenant rights, assignments, easements and related documentation must be addressed separately in the applicable purchase agreement, conveyance documents, State Engineer filings and other agreements among the affected private parties.

9.13. **Continuous Operation.** The Data Center Facilities, Energy Facilities and related infrastructure are essential, continuously operating uses and may operate twenty-four (24) hours per day, seven (7) days per week. Continuous operations include construction, commissioning, testing, maintenance, repairs, replacement, deliveries, logistics, security, monitoring, emergency response, generator operation and testing, BESS operation, substation operation, cooling operations, water infrastructure operation, Microgrid operation and other support activities.

Consistent with Article 2, the Town shall not apply any future ordinance limiting hours of construction, testing, deliveries, maintenance or operation, or imposing noise or operational standards different from the vested Development Standards, to restrict the continuous construction or operation of the Data Center Facilities, Energy Facilities or related infrastructure.

9.14. **No Obligation to Build.** Consistent with Section 3.1, nothing in this Article obligates the Energy Provider, Owners, Master Developer or any Subdeveloper to construct any particular Data Center Facility, Energy Facility or phase thereof, and no minimum investment, tax, employment, generation, capacity, load, buildout or operating obligation shall be implied from this MDA unless expressly agreed in a separate written incentive, financing or development agreement approved by the affected party.

ARTICLE 10
GENERAL PROVISIONS

10.1. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Property in the applicable county recorder's office for the county in which the applicable Property is located. This MDA shall be deemed to run with the land. The Town's Vested Laws shall be codified in Exhibit E with a full digitized copy of the Town's Vested Laws provided to each Party and recorded with, or retained in the official records of, the Town Recorder or other legally appropriate Town office.

10.2. **Additional Property Joinder.** No land may be removed from the MDA except by written amendment to the MDA approved by the affected Owner(s) and the Town. Notwithstanding the foregoing, Additional Property, to the extent it becomes available and is acquired or controlled by Master Developer, Owners, Energy Provider or any affiliate, subsidiary, SPE, project company, nominee, designee, successor or assign of any of them, may be added to the Project by an Administrative Modification and recorded joinder or supplement executed by the fee owner of the added land, the applicable Owner(s) or Energy Provider, Master Developer to the extent it retains rights or obligations affected by the addition, and the Town Administrator. Town Council discretionary approval shall not be required if the added land is adjacent to, contiguous with, functionally related to, or reasonably necessary to support the Project and the joinder does not materially impair the vested rights of any other Owner(s), Buyer, Energy Provider, Subdeveloper, tenant, user, lender or mortgagee. Upon recordation of the joinder or supplement, the added land shall be part of the Property and Project, shall receive the same vested rights, Intended Uses, Data Center Facility rights, Energy Facility rights, water infrastructure rights, access rights, utility corridor rights, Development Standards, benefits and burdens applicable to the Project, and shall be subject to this MDA except to the extent expressly modified in the joinder or supplement.

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

10.4. **Mailing Effective.** Notices given by mail shall be deemed delivered seventy-two hours following deposit with the U.S. Postal Service in the manner set forth above.

10.5. **No Waiver.** Any Party's failure to enforce any provision of this MDA shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the Party intended to be benefited by the provisions, and a waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

10.6. **Headings.** The descriptive headings of the paragraphs of this MDA are inserted for convenience only and shall not control or affect the meaning or construction of any provision of this MDA.

10.7. **Incorporation.** The foregoing Recitals and the attached Exhibits are hereby incorporated herein.

10.8. **Authority.** The Parties to this MDA represent that they have full power and authority to enter into this MDA, and that all necessary actions have been taken to give full force and effect to this MDA. If any Party hereto is not an individual and is an entity, such Party represents and warrants it is fully formed and validly existing under the laws of its state of formation, that it is duly qualified to do business in the State of Utah to the extent required by law, and that it is in good standing under applicable state laws. Master Developer, Owner, Energy Provider and any other owner signing or joining this MDA represent that they have sufficient title, contract rights, authority or consent to subject the applicable portion of the Property to this MDA.

10.9. **Entire Agreement.** This MDA, together with the Exhibits attached hereto, documents referenced herein, and all regulatory approvals given by Town for the Property contain the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements, or understandings between the Parties which are not contained in this MDA, such regulatory approvals, and related conditions.

10.10. **Amendment.** This MDA may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the affected Parties or by their successors-in-interest or assigns. Any such amendment of this MDA shall be recorded in the official records of the applicable county recorder's office for the county in which the affected Property is located. No amendment, waiver, termination or release may materially impair the vested rights of an affected Owner, Energy Provider, Subdeveloper, tenant, user, lender or mortgagee without that affected party's written consent. Administrative Modifications and Additional Property joinders may be processed as set forth in Article 6 and Section 10.2.

10.11. **Severability.** If any of the provisions of this MDA are declared void or unenforceable, such provision shall be severed from this MDA. This MDA shall otherwise remain in full force and effect provided the fundamental purpose of this MDA and the ability of Master Developer, Owner, Energy Provider, approved Subdevelopers and other affected parties to complete the development and operation of the Property and Project as set forth in this MDA, the Master Plan, the Intended Uses and the vested approvals is not defeated by such severance.

10.12. **Governing Law.** The laws of the State of Utah shall govern the interpretation and enforcement of this MDA. The Parties agree that venue for any action commenced in connection with this MDA shall be proper only in a court of competent jurisdiction located in the county in which the applicable Property is located, unless the Parties agree otherwise in writing or applicable law requires another forum. The Parties hereby expressly waive any right to object to such choice of law or venue.

10.13. **Remedies.** If any Party breaches any provision of this MDA, the non-defaulting Party shall be entitled to all remedies available both at law and in equity.

10.14. **Attorney's Fees and Costs.** If any Party brings legal action either because of a breach of this MDA or to enforce a provision of this MDA, the prevailing Party shall be entitled to reasonable attorney's fees and court costs.

10.15. **Binding Effect.** The benefits and burdens of this MDA shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors in interest and assigns. This MDA shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

10.16. **No Third-Party Rights.** The obligations of the Parties set forth in this MDA shall not create any rights in or obligations to any other persons or parties except to the extent provided herein.

10.17. **No Agency Created.** Nothing contained in this MDA shall create any partnership, joint venture, or agency relationship between the Parties.

10.18. **Estoppel Certificate.** Upon twenty (20) days prior written request by Master Developer, Owner(s), Energy Provider, a Subdeveloper, tenant, user, lender, mortgagee, Financing Party, title company, purchaser, assignee or other party with a reasonable interest in the Project, the Town will execute an estoppel certificate to any third party certifying whether Master Developer, Owner(s), Energy Provider or a Subdeveloper, as the case may be, at that time

is in default of the terms of this Agreement and confirming such other matters reasonably requested regarding this MDA, vested rights, approvals, assignments, amendments, and the status of Development Applications.

10.19. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the Town, Owner, Master Developer and Energy Provider each shall designate and appoint a representative to act as a liaison among the Town and its various departments and Owners, Master Developer, Energy Provider, Subdevelopers, tenants, users, lenders and other Project stakeholders. The initial representatives for the Parties shall be the individual(s) identified under each Party's signature block below. The Parties may change their designated representatives by Notice. The representatives shall be available at reasonable times to discuss Project implementation, Development Applications, utility and water infrastructure, UDOT/freeway/access matters, Additional Property joinders, Development Standards and other matters arising under this MDA.

10.20. **Warranty of Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the Town, the signature of the Town Manager is affixed to this MDA to lawfully bind the Town pursuant to Ordinance No. _____ adopted by the Council on the ____ day of _____, 2026. This MDA is approved as to form by the Town Attorney.

TABLE OF EXHIBITS

EXHIBIT A	Legal Description of Property
EXHIBIT B	Master Plan
EXHIBIT C	Development Standards
EXHIBIT D	Approval Process
EXHIBIT E	Town's Vested Laws
EXHIBIT F	Roadway Master Plan
EXHIBIT G	Water Master Plan
EXHIBIT H	Stormwater Master Plan
EXHIBIT I	Sewer Master Plan
EXHIBIT J	Additional Property

[signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this MDA by and through their respective duly authorized representatives as of the day and year accompanying each signature.

TOWN
TOWN OF FAIRFIELD
A political subdivision of the State of Utah

_____
HOLLIE MCKINNEY, Mayor

_____
Date

Mail Notices to:

Town of Fairfield
PO Box 271
Cedar Valley, UT 84013

ATTEST

_____
_____, Town Recorder

_____
_____, Town Attorney
Approved as to form

MASTER DEVELOPER ACKNOWLEDGMENT

MASTER DEVELOPER
OQUIRRH WOOD RANCH, LLC
A Utah limited liability company

_____
NATE SHIPP, Manager

_____
Date

Mail Notices to:

Oquirrh Wood Ranch, LLC
Attn: Nate Shipp
14034 S. 145 E., #204
Draper, UT 84020
nate@daiutah.com

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On this ____ day of _____, 2026, personally appeared before me NATE SHIPP, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that they are the Manager of OQUIRRH WOOD RANCH, LLC, a Utah limited liability company, and that the foregoing Master Development Agreement was signed on behalf of the Master Developer by authority of its governing board and acknowledged to me that NATE SHIPP executed the same for the purposes described therein.

_____
NOTARY PUBLIC

OWNER ACKNOWLEDGEMENT

OWNER
_____, LLC
A _____ limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

Mail Notices to:

_____, LLC
_____
_____
_____

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On this ____ day of _____, 2026, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that they are the Manager of _____, LLC, a Utah limited liability company, and that the foregoing Master Development Agreement was signed on behalf of _____, LLC by authority of its governing board and acknowledged to me that _____ executed the same for the purposes described therein.

_____
NOTARY PUBLIC

EXHIBIT A

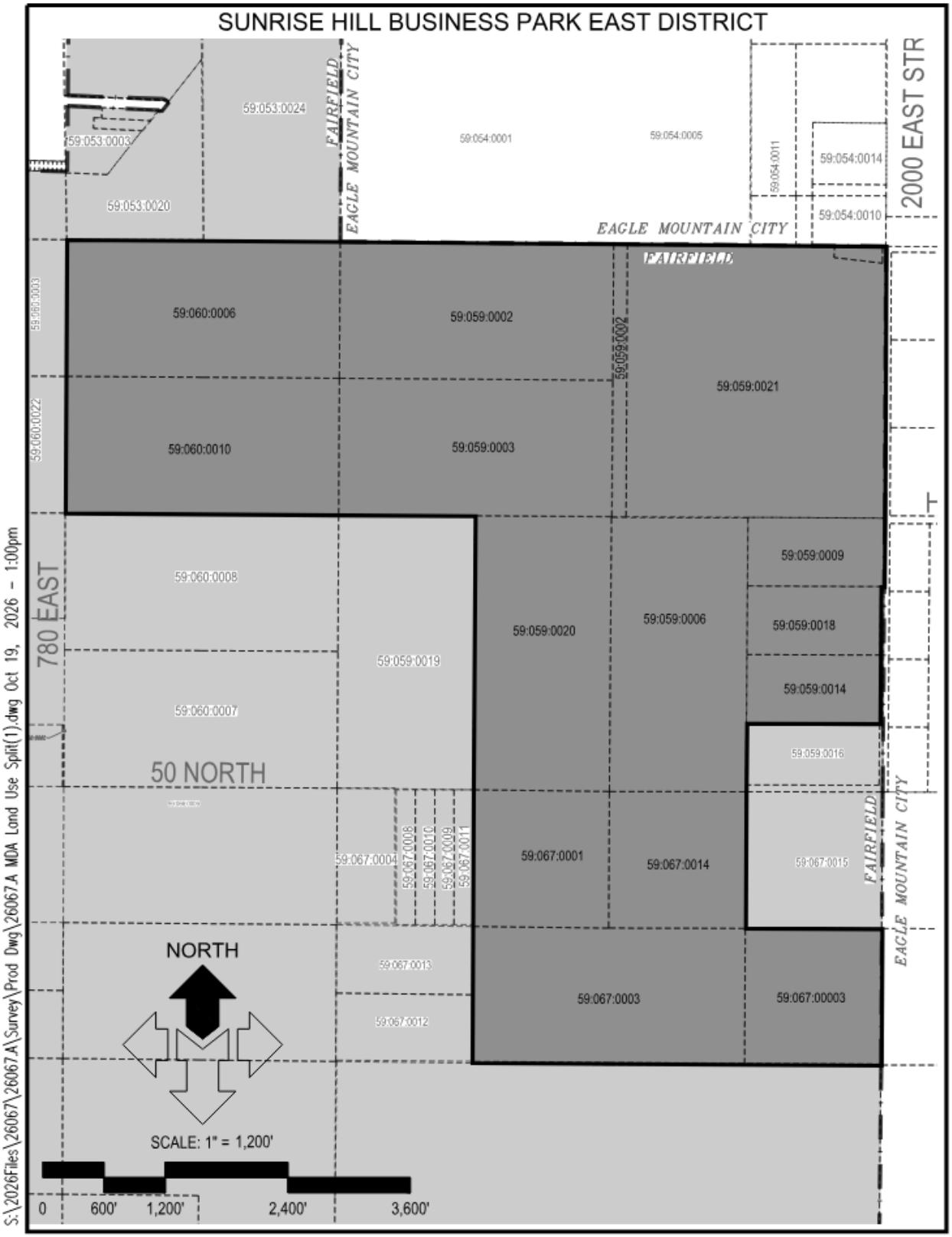
Legal Description and Depiction of Property

SUNRISE HILL BUSINESS PARK EAST DISTRICT

A PARCEL OF LAND SITUATED WITHIN SECTION 27, THE NORTHEAST QUARTER OF SECTION 28, AND THE NORTH HALF OF SECTION 34, ALL IN TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN THE TOWN OF FAIRFIELD, UTAH COUNTY, UTAH, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 22, 23, 26, AND 27, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE; S 00°17' W, A DISTANCE OF 2659 FEET TO THE QUARTER CORNER COMMON TO SECTIONS 26 AND 27; THENCE S 00°27' W, A DISTANCE OF 670 FEET; THENCE N 89°57' W, A DISTANCE OF 33 FEET; THENCE S 00°27' W, A DISTANCE OF 1340 FEET; THENCE N 89°50' W, A DISTANCE OF 1303 FEET; THENCE S 00°27' W, A DISTANCE OF 672 FEET; THENCE S 00°17' W, A DISTANCE OF 1332 FEET; THENCE S 89°45' E, A DISTANCE OF 1336 FEET; THENCE S 00°18' W, A DISTANCE OF 1336 FEET, TO THE QUARTER CORNER COMMON TO SECTIONS 34 AND 35; THENCE N 89°37' W, A DISTANCE OF 4004 FEET; THENCE N 00°16' E, A DISTANCE OF 1333 FEET; THENCE N 00°16' E, ALONG THE SECTION LINE COMMON TO SAID SECTIONS 27 AND 34, A DISTANCE OF 1333 FEET; THENCE N 00°23' E, A DISTANCE OF 2683 FEET, TO THE EAST-WEST CENTER QUARTER LINE OF SAID SECTION 27; THENCE N 89°39' W, A DISTANCE OF 1336 FEET, TO THE QUARTER CORNER COMMON TO SECTIONS 27 AND 28; THENCE N 89°38' W, A DISTANCE OF 2676 FEET, TO THE CENTER QUARTER CORNER OF SAID SECTION 28; THENCE N 00°19' E, A DISTANCE OF 2675 FEET, TO THE QUARTER CORNER COMMON TO SECTIONS 21 AND 28; THENCE S 89°34' E, A DISTANCE OF 2677 FEET, TO THE SECTION CORNER COMMON TO SECTIONS 21, 22, 27, AND 28; THENCE S 89°33' E, A DISTANCE OF 2678 FEET, TO THE QUARTER CORNER COMMON TO SECTIONS 22 AND 27; THENCE S 89°27' E, A DISTANCE OF 2664 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINS 920.9 ACRES, MORE OR LESS.


SUNRISE HILL BUSINESS PARK EAST DISTRICT
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FAIRFIELD
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EAGLE MOUNTAIN CITY
FAIRFIELD
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FAIRFIELD
EAGLE MOUNTAIN CITY
NORTH
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59:067:0012
59:067:0003
59:067:00003
SCALE: 1" = 1,200'
0
600'
1,200'
2,400'
3,600'
S:\2026Files\26067\26067A\Survey\Prod Dwg\26067A MDA Land Use Split(1).dwg Oct 19, 2026 - 1:00pm

SUNRISE HILL BUSINESS PARK WEST DISTRICT

A PARCEL OF LAND SITUATED WITHIN THE SOUTH ½ OF SECTION 30 AND THE NORTH ½ OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 2 WEST, AND SECTION 36 AND THE SOUTH ½ OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN THE TOWN OF FAIRFIELD, UTAH COUNTY, UTAH, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 29, 30, 31, AND 32, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S 00°45' W, ALONG THE SECTION LINE, A DISTANCE OF 1616 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF S.R.-73; THENCE S 66°51' W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2906 FEET, TO THE WARNER PARCEL NO. 59:064:0008; THENCE N 00°17' E, ALONG SAID WARNER PARCEL LINE, A DISTANCE OF 118 FEET; THENCE N 89°41' W, ALONG SAID WARNER PARCEL LINE, A DISTANCE OF 2636 FEET; THENCE S 00°35' W, A DISTANCE OF 1259 FEET, TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF S.R.-73; THENCE S 67°00' W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 3517 FEET, TO THE SOUTH LINE OF SAID SECTION 36, TOWNSHIP 6 SOUTH, RANGE 3 WEST; THENCE N 89°33' W, ALONG THE SECTION LINE, A DISTANCE OF 2122 FEET, TO THE SOUTHWEST CORNER OF SAID SECTION; THENCE N 00°22' E, ALONG THE SECTION LINE, A DISTANCE OF 3996 FEET; THENCE S 89°59' E, A DISTANCE OF 1322 FEET; THENCE N 00°01' W, A DISTANCE OF 1312 FEET; THENCE N 89°38' W, A DISTANCE OF 1322 FEET, TO THE SOUTHWEST CORNER OF SAID SECTION 25, TOWNSHIP 6 SOUTH, RANGE 3 WEST; THENCE N 00°30' E, ALONG THE SECTION LINE, A DISTANCE OF 2677 FEET, TO THE QUARTER CORNER COMMON TO SECTIONS 25 AND 26; THENCE S 89°16' E, ALONG THE EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2664 FEET, TO THE CENTER QUARTER CORNER OF SAID SECTION 25; THENCE S 00°26' W, ALONG THE NORTH-SOUTH CENTER QUARTER LINE, A DISTANCE OF 1335 FEET; THENCE S 89°26' E, A DISTANCE OF 4011 FEET; THENCE N 00°00' W, A DISTANCE OF 1334 FEET, TO A POINT IN THE EAST-WEST CENTER QUARTER LINE OF SAID SECTION 30, TOWNSHIP 6 SOUTH, RANGE 2 WEST; THENCE S 89°50' E, ALONG SAID EAST-WEST CENTER QUARTER LINE OF SAID SECTION 30, A DISTANCE OF 2672 FEET; THENCE S 00°26' W, A DISTANCE OF 2661 FEET; THENCE S 89°47' E, A DISTANCE OF 1335 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINS 1,305 ACRES, MORE OR LESS.

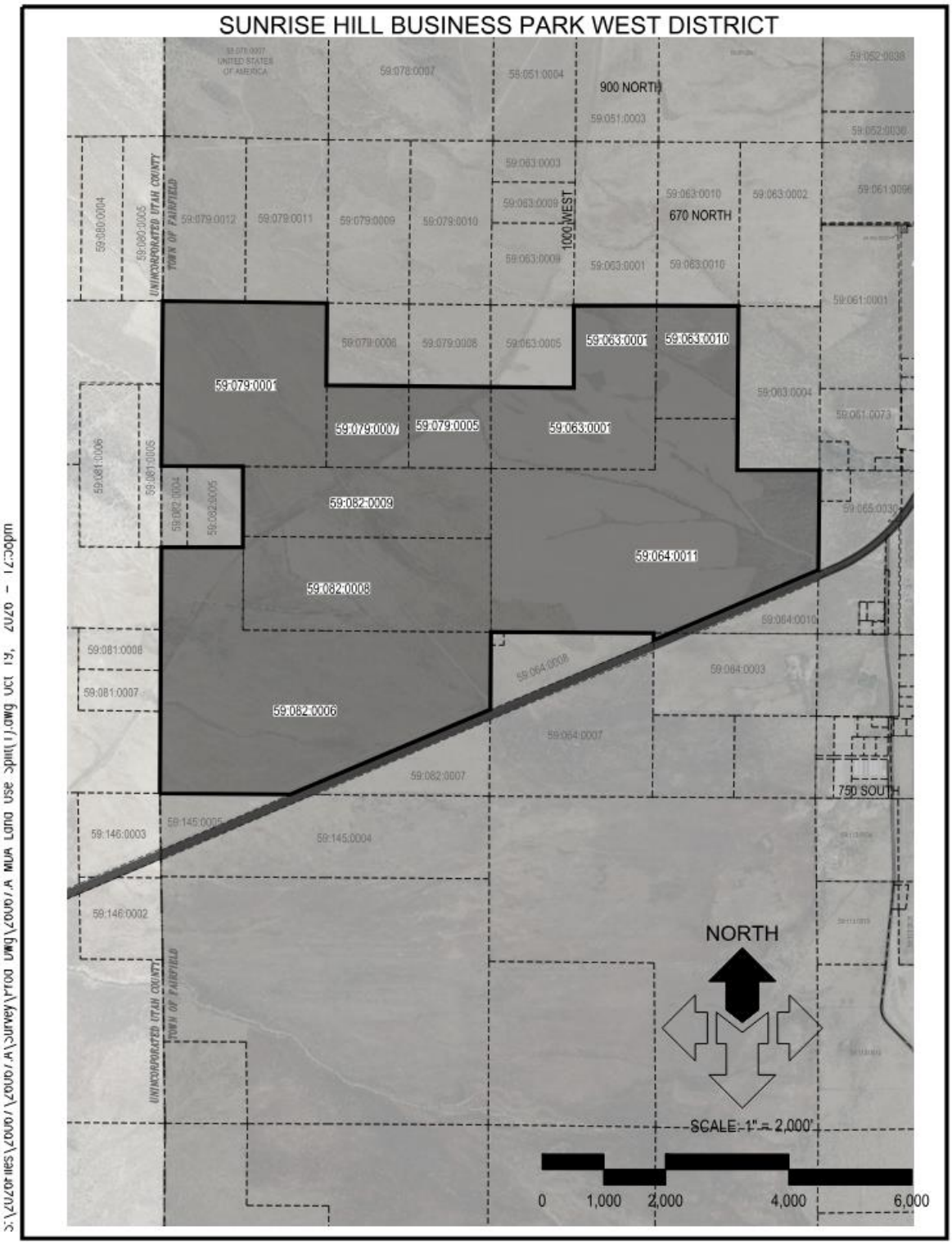
SUNRISE HILL BUSINESS PARK WEST DISTRICT
900 NORTH
670 NORTH
1000 WEST
750 SOUTH
UNINCORPORATED UTAH COUNTY
TOWN OF FAIRFIELD
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EXHIBIT B

Master Plan

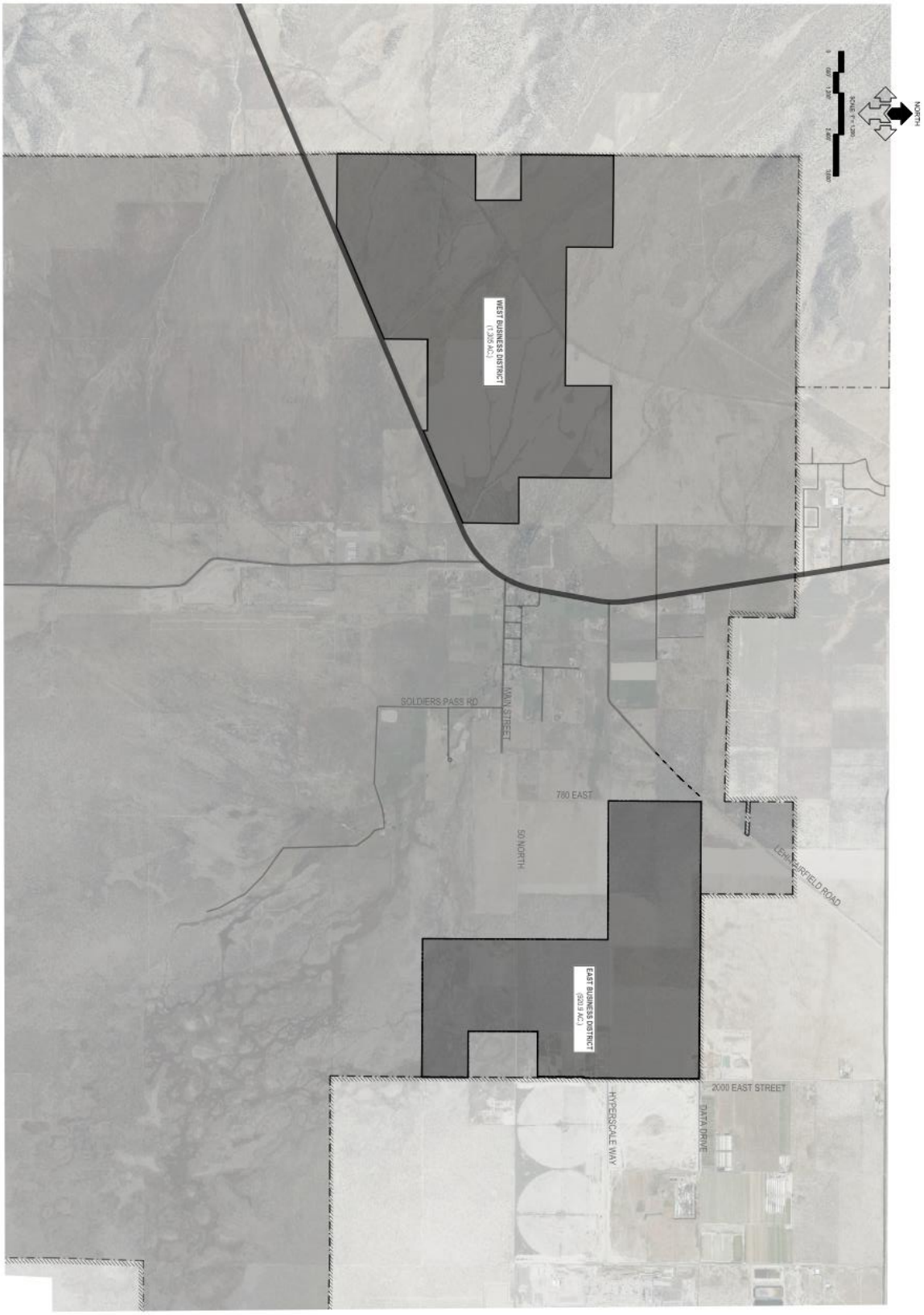


EXHIBIT C

Development Standards

[see EXHIBIT FOLDER: EXHIBIT C – DEVELOPMENT STANDARDS]

EXHIBIT D

Development Application Review and Approval Process

Type of Approval	Approving Body
Single Family Building Permit	Town Staff / Third Party Consultant
Preliminary and Final Subdivision Plats	Town Staff / Third Party Consultant
Preliminary and Final Site Plans (Residential, Commercial, Industrial, Data Center, Energy or Mixed-Use)	Town Staff / Third Party Consultant
Data Center Facilities, including buildings, equipment yards, cooling systems, security, fencing, lighting, parking, loading, staging and support uses	Town Staff / Third Party Consultant; administrative approval only
Energy Facilities, BESS, substations, switchgear, transformers, private electric/thermal distribution, Microgrid controls and related facilities	Town Staff / Third Party Consultant; administrative approval only
Gas, fuel supply, metering, compression, fuel storage and backup fuel facilities	Town Staff / Third Party Consultant; administrative approval only, subject to applicable state/federal/fire/life-safety requirements
Wells, water supply, treatment, reuse, recycling, storage, cooling-water, discharge and related infrastructure	Town Staff / Third Party Consultant; administrative approval only, subject to State Engineer and other applicable agency approvals
Fiber, telecommunications, private utility corridors, easements, road/access improvements, UDOT/freeway coordination, grading and mass excavation	Town Staff / Third Party Consultant; administrative approval only, with UDOT or other agency approval where legally required
Administrative Modifications, Additional Property joinders, corridor updates and exhibit updates permitted by Article 6	Administrator; no Town Council discretionary approval

1. Planning Commission or Town Council review is required only where expressly required by applicable state law or by this MDA. Proximity to residential uses shall not convert an otherwise administrative approval into a discretionary approval unless the objective standards of the Development Standards expressly require such review and such review does not prohibit, materially impair or materially delay the vested Intended Uses.

2. Town staff and/or the third party consultant shall review and approve a complete Development Application within the objective time periods established by the Town's Vested Laws and this MDA. If the Town or consultant fails to provide approval, denial, or specific written comments identifying objective deficiencies within the applicable review period, the application shall be deemed complete for continued processing and shall proceed to approval once the Applicant addresses any timely and objectively stated deficiencies. Final deemed-approval mechanics should be confirmed with Town counsel and Utah land-use counsel before execution.

EXHIBIT E

Town's Vested Laws

[a copy of the Town's Vested Laws is on file with the Town Recorder and Master Developer]

EXHIBIT F

Roadway Master Plan

The following Roadway Master Plan summarizes the existing and developer planned roadway improvements associated with the Sunrise Hill development area. Roadway classifications, right-of-way widths, and specific construction standards are contained herein and applicable to the developer planned roadways depicted herein. Unless otherwise detailed herein, construction of the roads depicted in the Roadway Master Plan will occur in conjunction with the approval of the Project within the Pony Express Inland Port Area (UIPA).

A. GENERAL ROAD STANDARDS

Unless otherwise set forth herein, only partial (half-width) buildout of roadways shall be required for development occurring adjacent to only one side of such roadway. The remaining buildout of such roadway(s) shall occur when development takes place on the adjacent side of such roadway. The partial buildout shall be in accordance with the standards set forth herein according to the road classification of such roadway.

The Developer Planned Roadways depicted herein are intended to be public roadways. Master Developer, Owner, or any of their successors or assigns who own the property where such roadway is located, shall dedicate the full-width roadway to the Town within six months of completion of such roadway(s).

Master Developer, or the applicable Applicant constructing any of the roadways depicted herein, shall post completion assurance and warranty bonds in accordance with State Code and the Town's Vested Laws. Notwithstanding anything to the contrary in the Town's Vested Laws, and in addition thereto, the Town shall accept as forms of such bonds: (a) letters of credit, (b) surety bonds, and (c) cash.

B. SPECIFIC ROADWAY STANDARDS AND TIMING

900 North - East of S.R.-73

900 North (east of S.R.-73) will be constructed in phases with a half width built from S.R.-73 east to 2000 East, to connect with Data Center Drive. The full-width buildout will occur as development occurs along 900 North (east of S.R.-73). An Applicant may submit an application, and the Town shall accept and process such application, without 900 North being complete. The Town may withhold the issuance of a building permit for any vertical construction within the East District until construction of 900 North (east of S.R.-73) has commenced. Accordingly, the Town shall accept and process applications within the East District (but may withhold the issuance of building permits for such applications) regardless of whether construction has begun on 900 North (east of S.R.-73).

900 North - West of S.R.-73

900 North (west of S.R.-73) will be constructed in phases with a half width. The full-width buildout will take place when development adjacent to this roadway occurs. This roadway shall be included in a UIPA project area and built out as a secondary access to the West District.

670 North - West of S.R.-73

670 North currently contains approximately one-half mile of existing road-base west of S.R.-73. Proposed improvements as part of the first UIPA project area for the East District will include a water line running under 670 N. There will be a paved section of 670 North running from Sr-73 approxmently 660 yards to the western edge of the Cresthill property and an all-weather gravel service from there to 1000 West.

670 North - East of S.R.-73

670 North east of S.R.-73 currently contains approximately 1,500 feet of paving. Full-width paved roadway construction is proposed east from the existing paved section through the residential ranchettes, terminating at the realigned Lehi-Fairfield Road.

Realigned Lehi-Fairfield Road

The realigned Lehi-Fairfield Road is planned as a 66-foot-wide minor collector. Full-width roadway construction is proposed from 900 North south along the easterly side of the residential ranchettes, continuing to the south boundary of the residential area and connecting to the existing road-base section of Lehi-Fairfield Road.

1000 West - North of 900 North

1000 West north of 900 North is planned as a residential roadway with an all-weather 28' wide road extending north from 900 North into Firefly NPA-5 Phase 2. Construction will occur with development of property adjacent to this roadway.

1000 West - South of 900 North

1000 West south of 900 North is planned as a 77-foot-wide industrial roadway. Half-width paved roadway construction is proposed from 900 North south approximately one mile into the West Business District.

Lewiston Extension

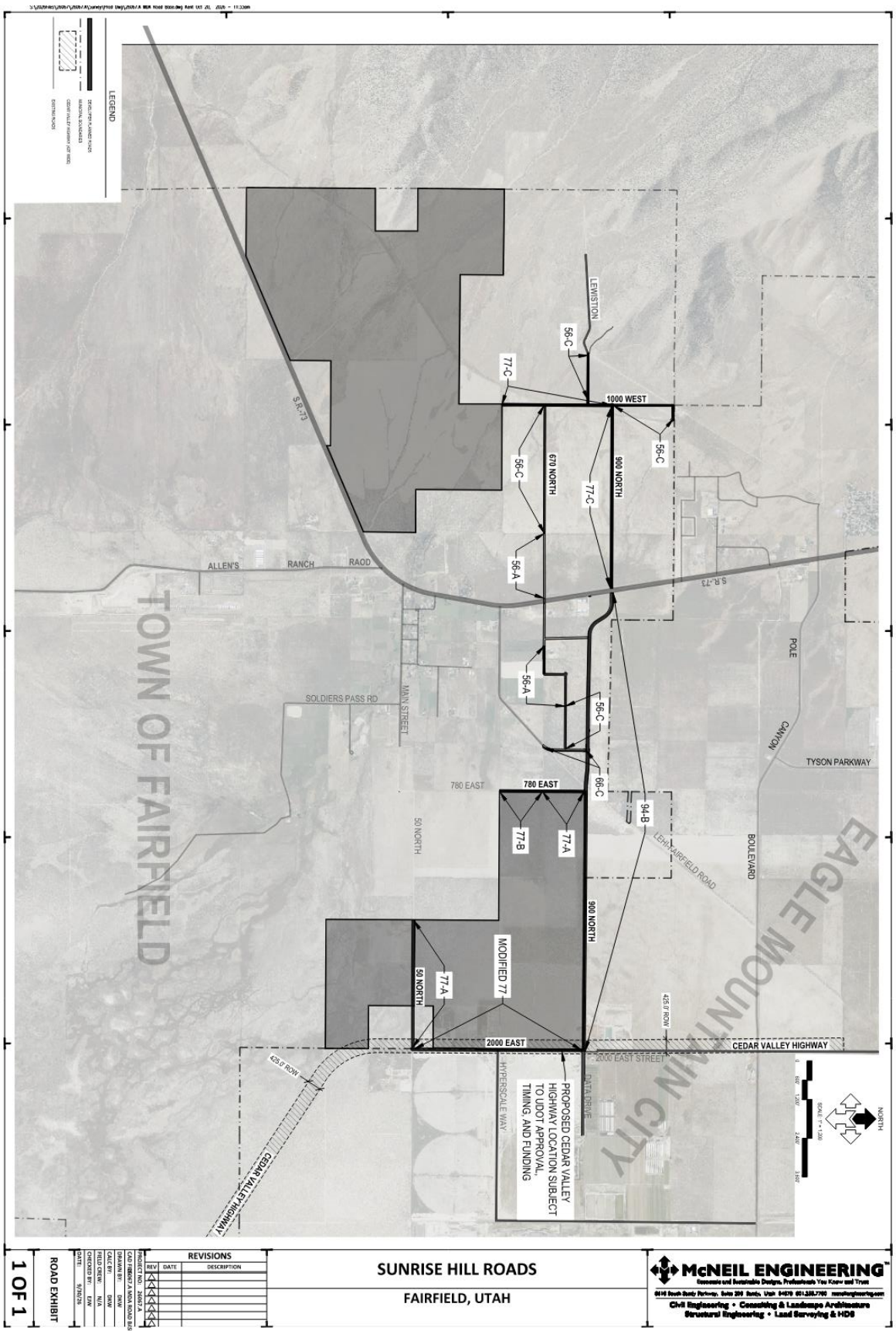
The Lewiston Extension is planned as a 56-foot-wide residential/agricultural roadway connecting the existing Lewiston Road to 1000 West. It is contemplated that a ½ road width will be dedicated and proposed improvement will consist of half-width road-base construction at the point the neighboring property owners want to relocate the access to Manning Canyon on Lewiston road to no longer bisect their land after 1000 West has been constructed.

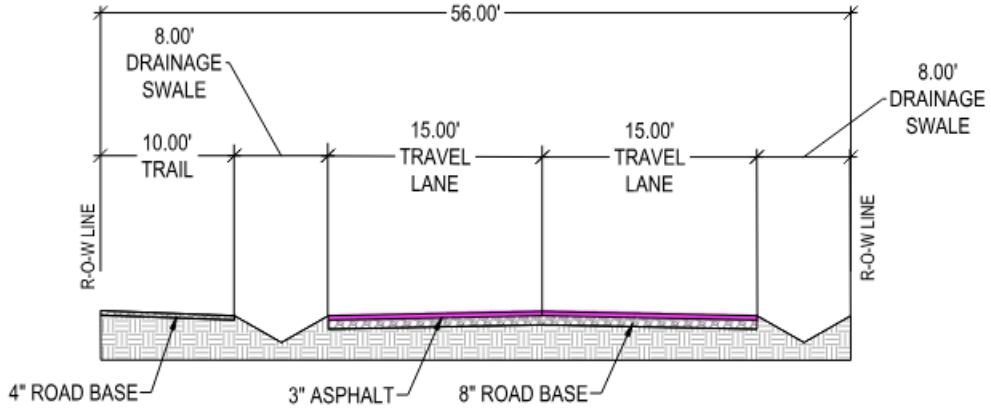
2000 East

2000 East is an existing asphalt roadway and is to remain in its current configuration. That said, Where the existing asphalt width is less than 30 feet, additional asphalt is to be added when the contiguous property is developed along the west side of the roadway to provide a minimum paved width of 30 feet. These improvements are to maintain the roadway until future improvements associated with the Cedar Valley Highway occur.

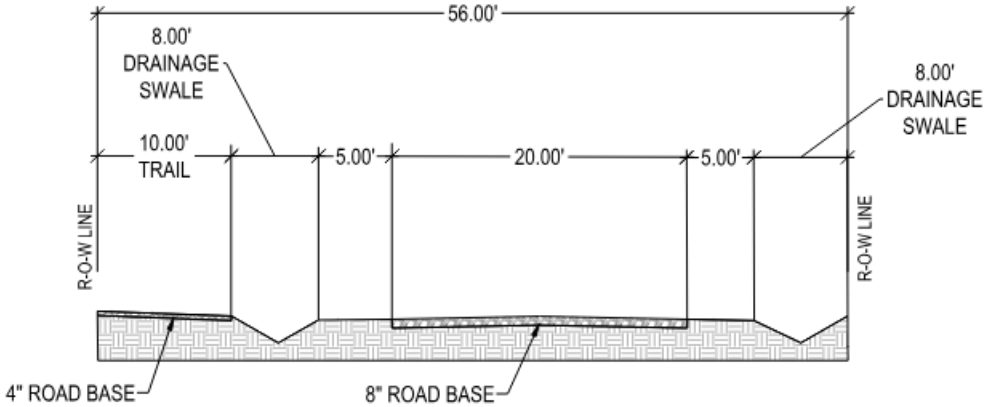
780 East - South Extension

South of the initial full- and half-width improvements to 900 North described above, 780 East will be constructed as a 77-foot-wide industrial roadway as development adjacent to such roadway occurs.

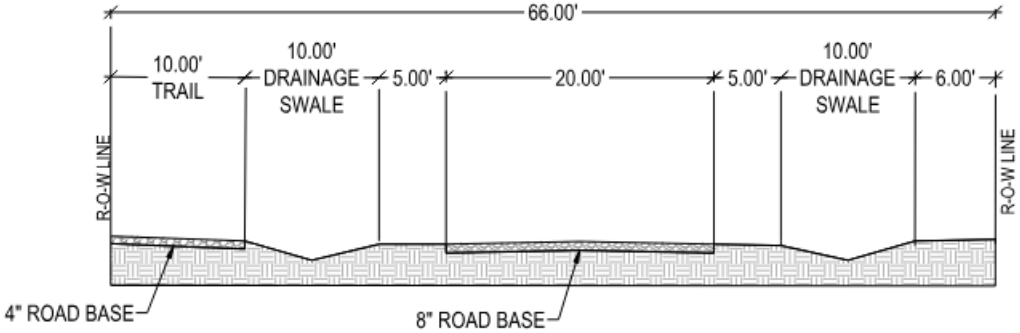

LEGEND
LEWISTON
1000 WEST
670 NORTH
900 NORTH
S.R.-73
ALLEN'S RANCH RAOD
TOWN OF FAIRFIELD
SOLDIERS PASS RD
MAIN STREET
780 EAST
50 NORTH
POLE CANYON
TYSON PARKWAY
BOULEVARD
LEHI-FAIRFIELD ROAD
EAGLE MOUNTAIN CITY
MODIFIED 77
2000 EAST
2000 EAST STREET
CEDAR VALLEY HIGHWAY
HYPERSCALE WAY
DATA DRIVE
PROPOSED CEDAR VALLEY HIGHWAY LOCATION SUBJECT TO UDOT APPROVAL, TIMING, AND FUNDING
NORTH
1 OF 1
ROAD EXHIBIT
REVISIONS
SUNRISE HILL ROADS
FAIRFIELD, UTAH
McNEIL ENGINEERING



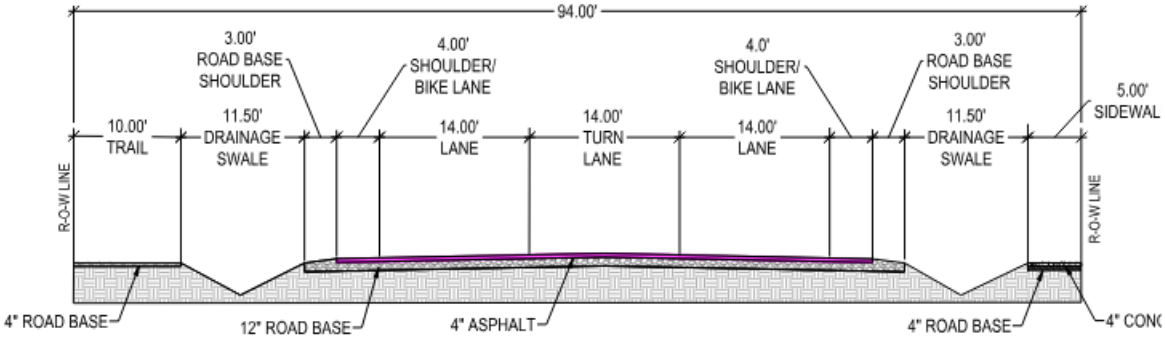
56' LOCAL-A



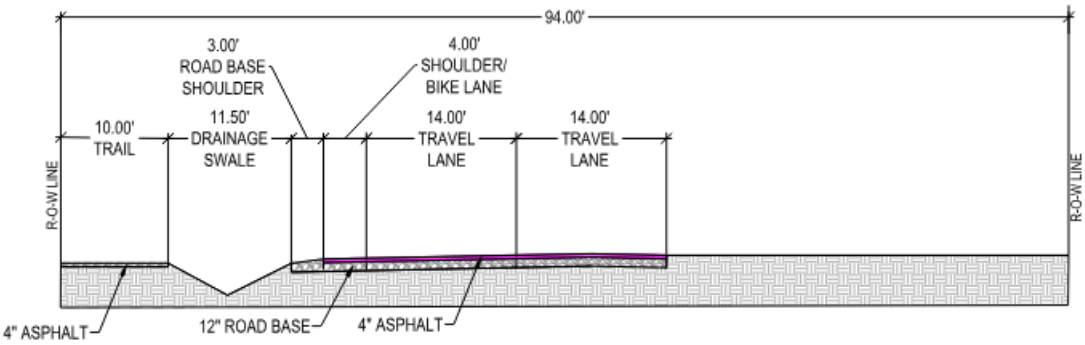
56' LOCAL-C



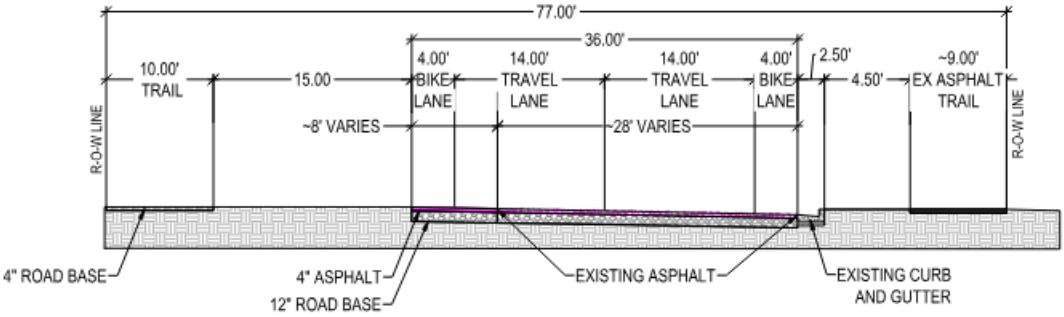
66' MINOR COLLECTOR-C



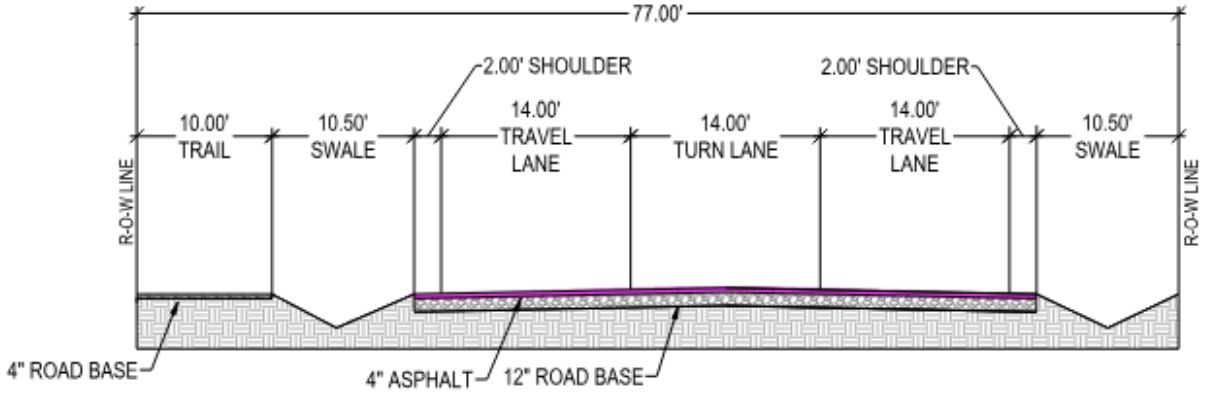
94' MAJOR COLLECTOR-A



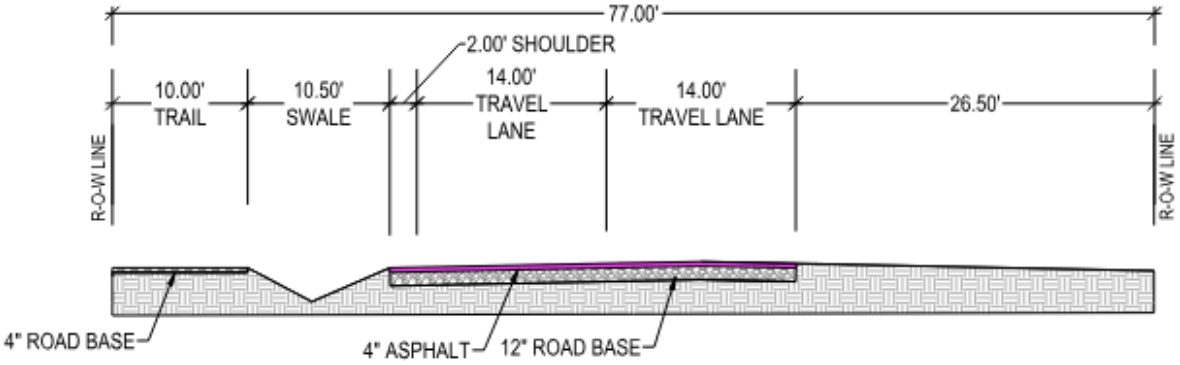
94' MAJOR COLLECTOR-B - PARTIAL BUILDOUT



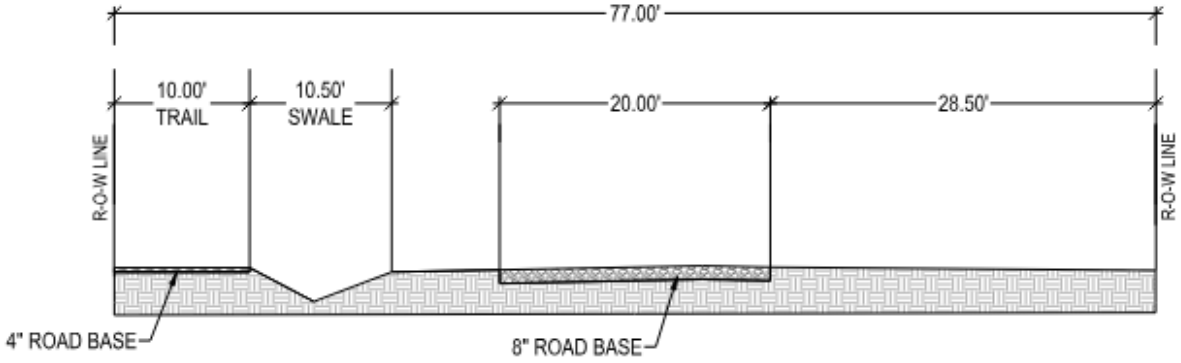
77' INDUSTRIAL PARTIAL BUILDOUT
2000 E. FAIRFIELD/EAGLE MTN.



77' INDUSTRIAL-A



77' INDUSTRIAL-PARTIAL BUILDOUT-B



77' INDUSTRIAL-C

EXHIBIT G

Water Master Plan

The purpose of this Drinking Water Master Plan is to provide a basis for the planning of the facilities and infrastructure required to provide drinking water in Sunrise Hill. The Drinking Water Master Plan covers the property within Sunrise Hill and shall apply to any facilities or infrastructure that service the intended uses in Sunrise Hill (whether located on the Property or not). It is intended that the Drinking Water Master Plan be the basis for planning infrastructure and identifying probable water demands for Sunrise Hill. The information included herein will be a guide for development of the water system facilities in serving GD. The document will focus primarily on System Level Infrastructure.

In addition to the generic goals and policy objectives identified above, the Drinking Water Master Plan is specifically intended to:

- Identify Level of Service parameters for the drinking water system in Sunrise Hill;
- Estimate future growth demands within Sunrise Hill and, to the extent specifically identified herein, other areas within the Town outside the boundaries of Sunrise Hill;
- Identify System Level Improvements & Pressure Zone Boundaries to service Sunrise Hill; and
- Provide sample calculations

A. EXISTING DRINKING WATER SYSTEM

In April 2025, Bowen Collins and Associates prepared a draft Water Master Plan for the Town (the "BCA Master Plan"). The BCA Master Plan was utilized in preparation of this document. The BCA Master Plan identifies, among other things, the "existing elements" of the existing Fairfield Drinking Water System. These existing elements are identified on the attached Drinking Water Figure and include, among other things, that there is only a single pressure zone currently serving the Fairfield Drinking Water System. The existing elements will only service minor residential demands and are not sufficient to provide adequate drinking water to the intended uses in Sunrise Hill. As set forth in greater detail herein, and in accordance with the guiding principles and standards of this Drinking Water Master Plan, additional drinking water infrastructure (including water source, pumping, storage, and water lines) will be constructed to service Sunrise Hill.

B. SUNRISE HILL SERVICE REQUIREMENTS

The following are level of service parameters for drinking water demands in Sunrise Hill (SH):

- 20 psi residual pressure during Peak Day + Fire Flow Events (Minimum DDW & BCA MP)
- 30 psi during peak instantaneous demands (Minimum DDW & BCA MP)
- 40 psi during peak day demands (Minimum DDW & BCA MP)
- 198 gpd/ERC average indoor water demand single family (BCA MP)
- 35 gpd/8-hour shift/employee peak day demand for industrial buildings, exclusive of industrial waste (R309-510)
- 15 gpd/employee peak day demand for light commercial, no cafeteria, sanitary waste only (R309-510)
- 2.22 Peak Day Factor (BCA MP)
- 4.25 Peak Hour/Instantaneous Factor (BCA MP)
- 0.30 Ac-ft/yr for single family indoor use (SH)
- 3.20 Ac-ft/yr per irrigated acre for outdoor turf grass landscaping (SH)
- 1.07 Ac-ft/yr per irrigated acre for outdoor water-wise/xeriscape (SH)
- Equalization plus Emergency Storage requirement is 50% of Peak Day Demand (BCA MP)
- 2,848 gpd per irrigated acre for outdoor storage (other Utah County cities)
- Commercial and Industrial demands, water rights, and storage will be determined on a case by case basis and established on fixture counts or use data.

- 65 gpd/stall peak day demand for RV Park
- Minimum residential fire flow is anticipated as 1500 gpm for 2 hours (SH)
- Minimum fire flow for industrial/commercial is anticipated as 3000 gpm for 3 hours (SH)

C. FUTURE FACILITIES

1. Source/Pumping. Water source to Two (2) new ground water wells are proposed for new source water for the drinking water system. The well pump/boosters will deliver water into the existing tank pressure zone. A booster pump station will then draw for the existing tank pressure zone and deliver water to the proposed new storage location. PRVs will then deliver water into each of Pressure Zones 1, 2, 3, and 4 as well as into the existing tank pressure zone as needed through a PRV located within the booster pump station. Water source pump station will be sized utilizing planned ERUs and the peak day demand. It is anticipated that pump stations (well or booster) will convey water to the new and existing pressure zones.

2. Storage. Per the BCA Master plan the existing available storage for Fairfield is 410,000 gallons. The existing tank elevation is 5025 feet and establishes the water system pressure for the existing water distribution system. Of this 180,000 gallons are reserved for fire flow.

A new 1,000,000 gallon water tank is proposed at an elevation of 5367 feet. This proposed location will create (4) additional pressure zones above the existing pressure zone. This proposed water storage volume will include 540,000 gallons of fire flow. This represents 3,000 gpm for 3 hours as required for large industrial facilities. The 180,000 gallons of fire flow storage included in the existing tank storage will move to the proposed 1,000,000 gallon tank. This will free up 180,000 gallons of storage for equalization storage within the existing tank pressure zone. This represent an approximate additional 145 ERCs that can be served within the existing tank pressure zone.

Tank Service Area	Total Storage (gallons)	Peak Day Equalization & Emergency Storage (gallons)	Fire Flow Storage (gallons)	Approximate ERCs
Existing Tank Zone	410,000	410,000	0	654
New Zones 1 - 4	1,000,000	460,000	540,000	367

3. Transmission. Transmission lines are planned to follow roads. The figure provides the anticipated transmission backbone. Major transmission lines will be required from the Upper Tanks to the distribution system.

The attached Figure WTR-1 depicts the existing Fairfield water system including the existing storage tanks as well as a proposed new water storage location and resulting additional pressure zones. Also depicted are (2) new wells for new source for the water system. Also depicted are the water system pressure zones for the existing tanks and the (4) new pressure zones.

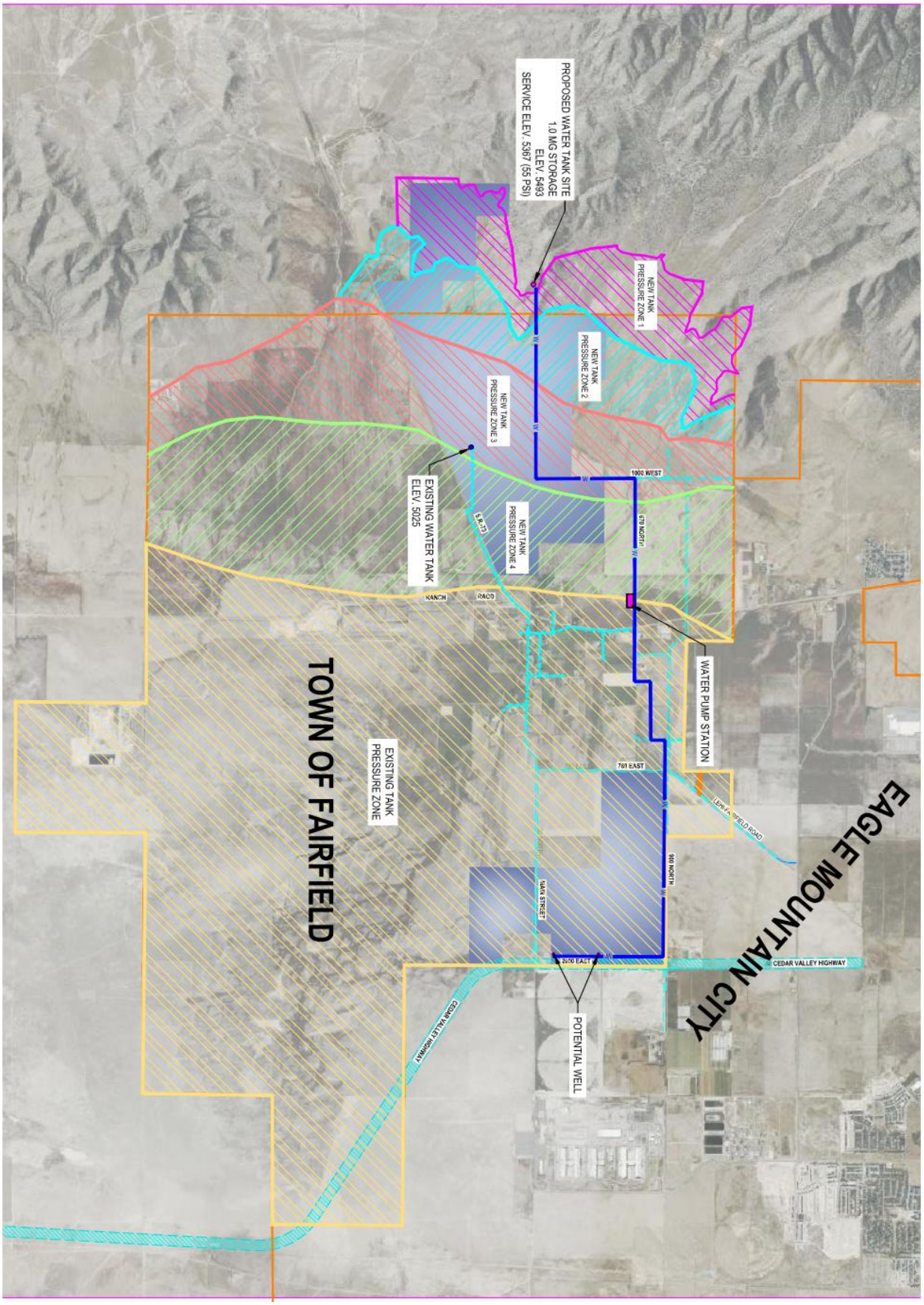

PROPOSED WATER TANK SITE
1.0 MG STORAGE
ELEV. 5493
SERVICE ELEV. 5367 (55 PSI)
NEW TANK
PRESSURE ZONE 1
NEW TANK
PRESSURE ZONE 2
NEW TANK
PRESSURE ZONE 3
NEW TANK
PRESSURE ZONE 4
EXISTING WATER TANK
ELEV. 5025
1000 WEST
570 NORTH
RANCH ROAD
S.R. 73
WATER PUMP STATION
TOWN OF FAIRFIELD
EXISTING TANK
PRESSURE ZONE
761 EAST
LEWIS FIELD ROAD
940 NORTH
MAIN STREET
2100 EAST
CEDAR VALLEY HIGHWAY
POTENTIAL WELL
EAGLE MOUNTAIN CITY
CEDAR VALLEY HIGHWAY

EXHIBIT H

Stormwater Master Plan

The purpose of this Stormwater Master Plan is to provide a basis for the planning of the facilities and infrastructure required to provide storm drainage service in Sunrise Hill. This Stormwater Master Plan covers the property within Sunrise Hill and shall apply to any facilities or infrastructure that service the intended uses in Sunrise Hill. The information included will be a guide for development of the drainage facilities in serving both current and future needs. The document will focus primarily on essential system Infrastructure. In addition to the generic goals and policy objectives identified above, the Stormwater Master Plan is specifically intended to:

- Identify design standards and overall strategies for generated storm water runoff control including Low Impact Development (LID)
- Provide direction for the planning of future facilities throughout OWR

A. OFFSITE DRAINAGE CONDITIONS

The historical hillside/foothill drainage will need to be conveyed through the project. Facilities will be planned to adequately manage the runoff.

B. LEVEL OF SERVICE REQUIREMENTS

The following level of service requirements shall apply to storm drain infrastructure that services development within Sunrise Hill:

- Size storm drains to keep water from ponding in streets and intersection during a 10-yr event
- Minimum pipe size of 15-inch
- Evaluate how storm drains will function during a 100-year storm event and identity areas where flooding may occur
- Require detention of all improvements that will limit discharge to calculated pre-developed flows
- Detention and retention facilities must be designed to handle the volume from a 100-year storm event.

C. STRATEGIES FOR STORMWATER RUNOFF

Due to the closed drainage basin of the Cedar Valley, flat slopes, and soils the storm drain system requires special attention for design. The following are strategies anticipated for storm water runoff:

- Provide LID bio-swales and filter strips where possible to assist in the infiltration of runoff into the soils. These will be best incorporated into larger roadway and industrial corridors behind the sidewalk but can also be modified for more local applications.
- Provide retention ponds where possible to allow for infiltration and dual use.
- Require industrial and commercial developments to provide retention for their development.
- Utilize other LID strategies to contain runoff, including sumps, deeper wells, and etc.
- Require residential land owners to contain runoff on their lots.
- Residential development will likely require piping/LID swales to convey street runoff to regional parks or utilize sumps/LID strategies to disperse the runoff into appropriate soils.

D. FUTURE FACILITIES

Conveyance facilities are planned to parallel roadways and run from the west to east. LID swales and channels will be incorporated into the design of major roadways. Within areas where soils allow for percolation, LID strategies will be analyzed for beneficial use. The historical hillside channels will be routed through the development. The routing will utilize drainage paths to route potential floods away from private property.

EXHIBIT I

Sewer Master Plan

The purpose of this Sanitary Sewer Plan is to provide a basis for the planning of the facilities and infrastructure required to provide sanitary sewer (SS) service in Sunrise Hill. This Sanitary Sewer Plan covers the property within Sunrise Hill and shall apply to any facilities or infrastructure that service the intended uses in Sunrise Hill. This document shall be the basis for planning infrastructure and identifying sewer demands in Sunrise Hill. The information included will be a guide for development of the sanitary sewer system facilities in serving future growth.

In addition to the generic goals and policy objectives identified above, the Sanitary Sewer Plan is specifically intended to:

- Determine future growth and sewer loading
- Identify general system improvements

A. EXISTING SANITARY SEWER SYSTEM

Fairfield does not currently have a sanitary sewer system.

B. FUTURE SYSTEM

It is understood at this time that the proposed land use light commercial, and industrial development will consist of "*low water use"* development. For light commercial and industrial users sanitary sewer loading will consist of restrooms and breakroom type loads. This can be managed with onsite wastewater disposal systems. Domestic sanitary sewer discharges that are less than 5,000 gallons per day (gpd) can be permitted as onsite disposal systems through Utah County Health Department. Each individual onsite disposal system will be limited to sanitary sewer discharges of less than 5,000 gpd with no non-domestic sewer waste discharges.

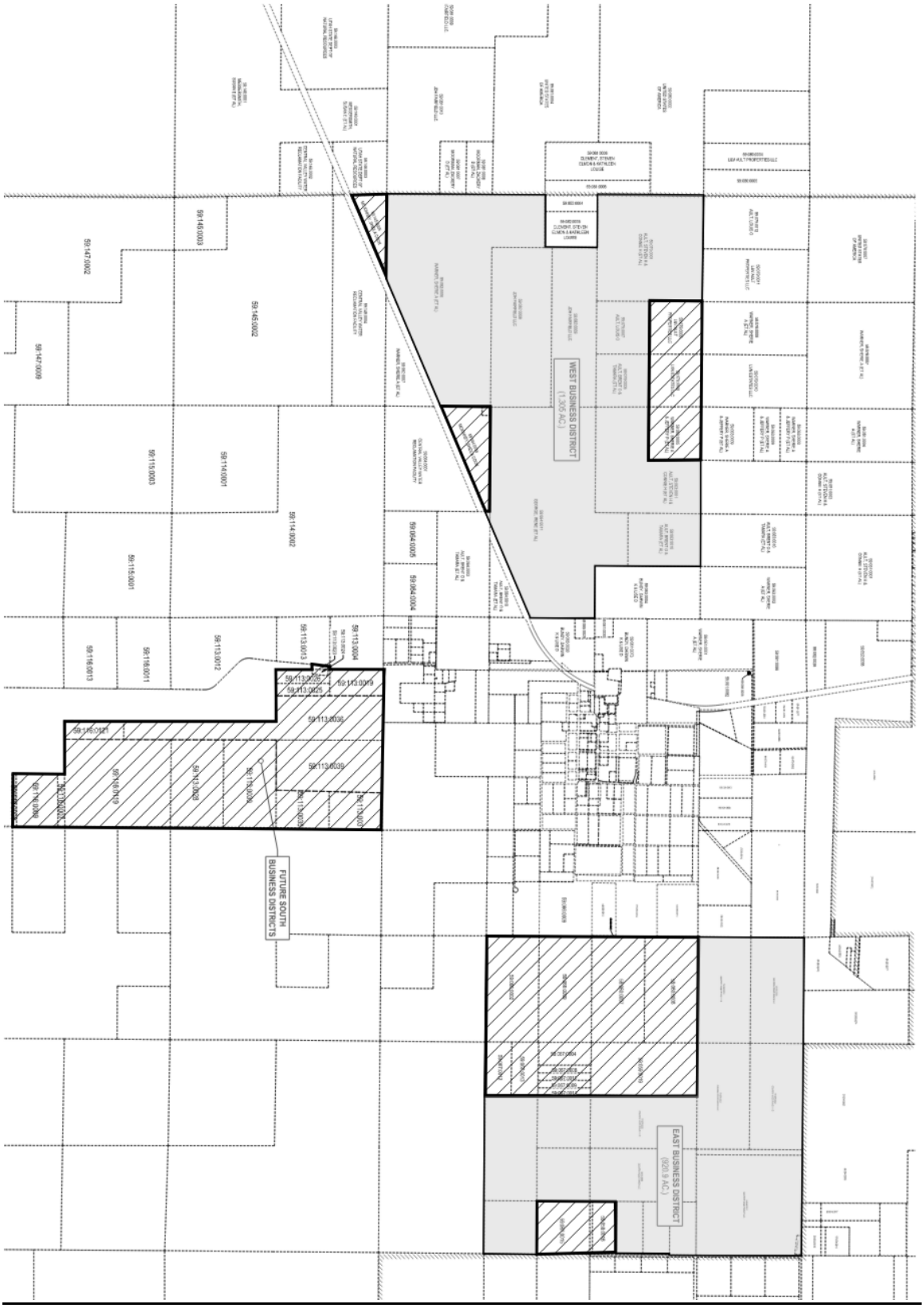
C. LEVEL OF SERVICE REQUIREMENTS

The following level of service requirements shall apply to storm drain infrastructure that services development with Sunrise Hill:

- 222 gpd gpd for average day per single family residence, Bowen Collins Master Plan
- 35 gpd/8-hour shift/employee for industrial buildings, exclusive of industrial waste (R309-510)
- 15 gpd/employee for light commercial, no cafeteria, sanitary waste only (R309-510)

EXHIBIT J

Additional Property (Hatched)



SUNRISE HILL
BUSINESS PARK

DEVELOPMENT STANDARDS

OCTOBER 15, 2026

SUNRISE HILL
BUSINESS PARK

DEVELOPMENT STANDARDS

PREPARED BY

DAI EGI

OCTOBER 15, 2026

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1

INTRODUCTION

SECTION 1 – INTRODUCTION

1.1. PURPOSE

Sunrise Hill Business Park (Sunrise) is planned as a master-planned employment, advanced manufacturing, energy generation, technology, and industrial base in the Town of Fairfield. It is planned to include three districts: East, West, and South. The goal of the park is to protect and enhance the rural heritage of Fairfield; enhance the quality of life for residents; create a high-quality business park that strengthens Utah's energy production; conserve water and use infrastructure efficiently through thoughtful planning and modern technologies; and be environmentally responsible in the development of the project.

1.2. PROJECT OVERVIEW

The name Sunrise Hill comes from a nearby peak in the Oquirrh mountains just west of the town of Fairfield.

The Project is planned as a coordinated system of business and industrial districts rather than as a collection of isolated parcels. Buildings, roads, utilities, landscaping, open space, setbacks, and operational areas have been designed in a thoughtful and integrated manner. These Development Standards are intended to provide the flexibility necessary to accommodate evolving technologies and modern industrial operations while maintaining clear standards for site planning, building design, landscaping, screening, lighting, noise, and compatibility in the project and with surrounding properties.

Sunrise Hill Business Park will contribute strategic infrastructure improvements that benefit the project and the broader Fairfield community. These improvements include enhancements to transportation access, water sources, water storage and delivery, sanitary sewer, electrical systems, telecommunications, and other supporting infrastructure.

Through coordinated planning and responsible development, Sunrise will become a high-quality employment center that strengthens Fairfield's economy while respecting the Town's rural character, scenic setting, and long-term community goals.

1.3. PLANNING & DESIGN GOALS

These Development Standards are implemented with the intent of achieving the following goals for Sunrise, the town, its current and future residents, as well as the many businesses, employees, property owners, and service providers who will contribute to the long-term growth and stability of the Town:

- Celebrate Scenic Views and Community Character. Preserve and enhance the natural beauty, open character, and rural identity of Fairfield.
- Avoid high-density residential development.

- Enhance Quality of Life. Create a safe, well-planned employment center that supports the health, comfort, and well-being of employees, visitors, nearby residents, and the broader Fairfield community through thoughtful site design, efficient circulation, quality infrastructure, and responsible operations.
- Protect Fairfield's Heritage. Respect and preserve Fairfield's historic identity, rural character, and important cultural resources, including the Pony Express Trail and other features that contribute to the Town's unique sense of place.
- Promote Water Conservation and Resource Stewardship. Use water-wise landscaping, efficient irrigation, sustainable site-planning practices, and responsible infrastructure design to reduce water demand and support long-term stewardship of natural and community resources.
- Preserve Dark Skies. Minimize glare, light trespass, and skyglow through fully shielded, downward-directed, and appropriately designed exterior lighting that supports safety and security while protecting Fairfield's dark skies.
- Create Quality Employment Opportunities. Support the creation of high-quality jobs through industrial, technology, advanced manufacturing, research and development, data center, energy generation, logistics, office, and other business park uses.
- Support Balanced Economic Growth. Develop a coordinated and master-planned employment district that expands Fairfield's economic base, attracts private investment, and supports long-term fiscal stability while respecting the Town's rural setting and surrounding properties.
- Improve Access and Infrastructure. Contribute to transportation, utility, water, sewer, power, telecommunications, and other infrastructure improvements needed to serve Sunrise and support Fairfield's long-term growth.
- Economic Development. Establish Sunrise Hill Business Park as a responsible, durable, and sustainable employment center that strengthens the local economy, supports nearby residents and businesses, and preserves the unique identity of Fairfield.
- Promote Compatibility with Adjacent Properties. Use setbacks, landscaping, screening, lighting controls, and operational standards to reduce potential impacts on nearby residential, agricultural, and public lands.

1.4. ROLE OF DEVELOPMENT STANDARDS; ESTABLISHMENT OF SUNRISE ZONE

These Development Standards are an exhibit to the Master Development Agreement (the "MDA") for Sunrise and are intended to supplement and implement the land-use criteria established therein. Once adopted by the Town Council, these Development Standards shall establish the Sunrise Zone. These Development Standards shall be read together with the MDA and its exhibits.

1.5. ILLUSTRATIVE EXAMPLES

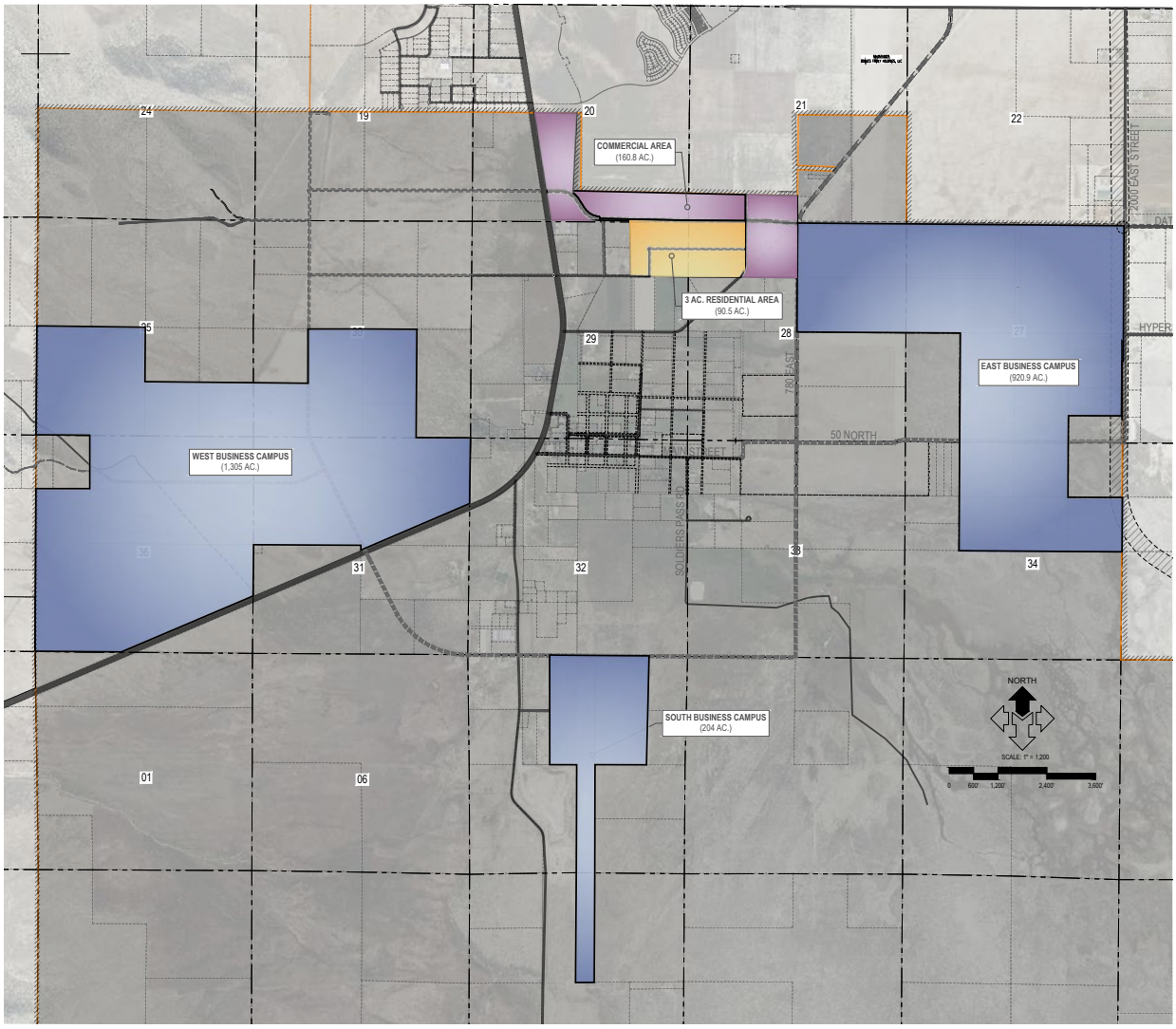
Photographs, renderings, diagrams, conceptual plans, architectural examples, landscape images, and other illustrative materials contained in these Development Standards are intended to demonstrate design intent and potential development character and shall not require development of the precise form, configuration, materials, dimensions, or appearance depicted unless expressly identified as a mandatory standard.

2

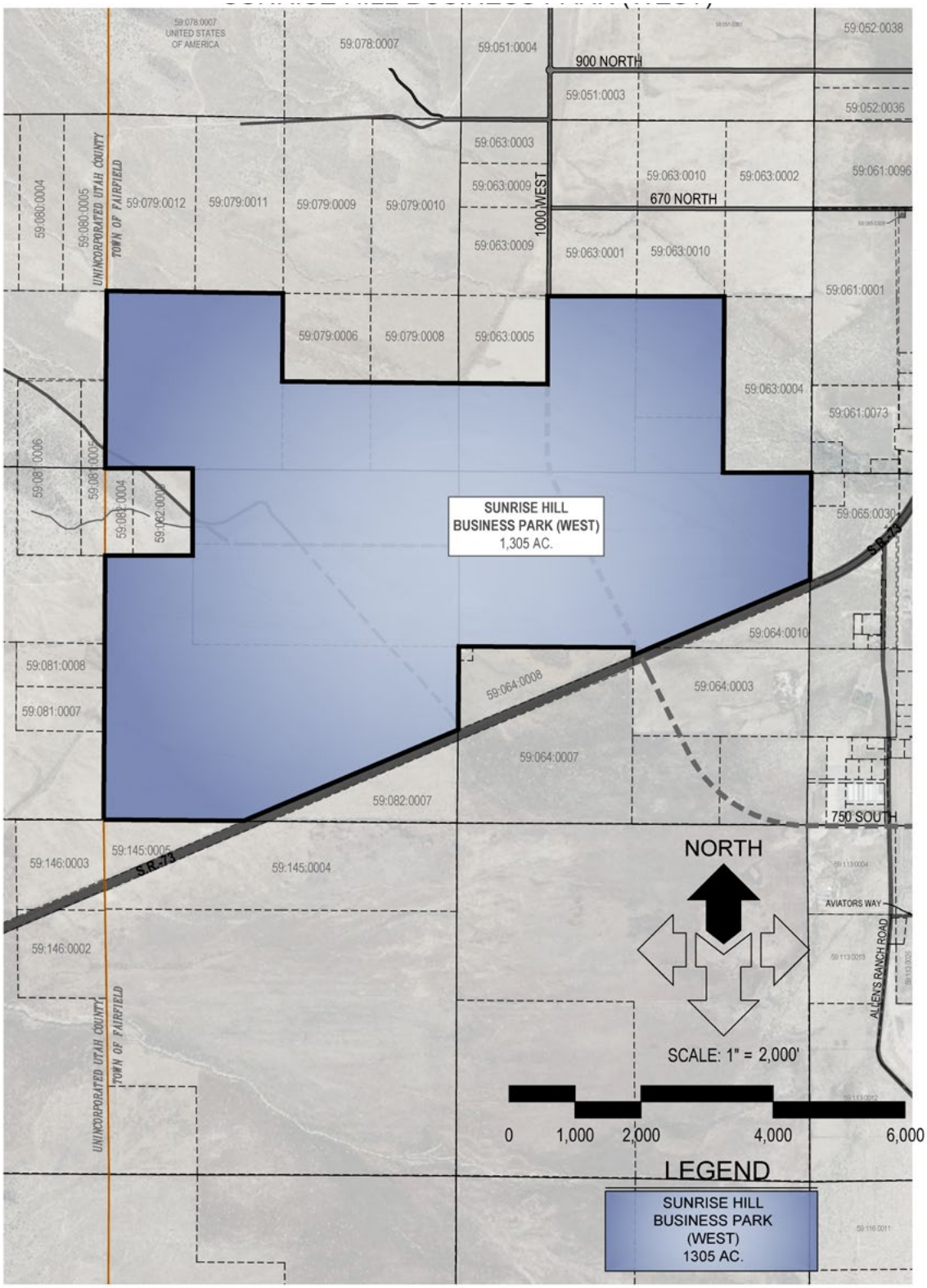
LAND USE MASTER PLAN

SECTION 2 – LAND USE

2.1 LAND USE MASTER PLAN



2.2 WEST CAMPUS ZONE



2.2.1 West Campus Zone Description

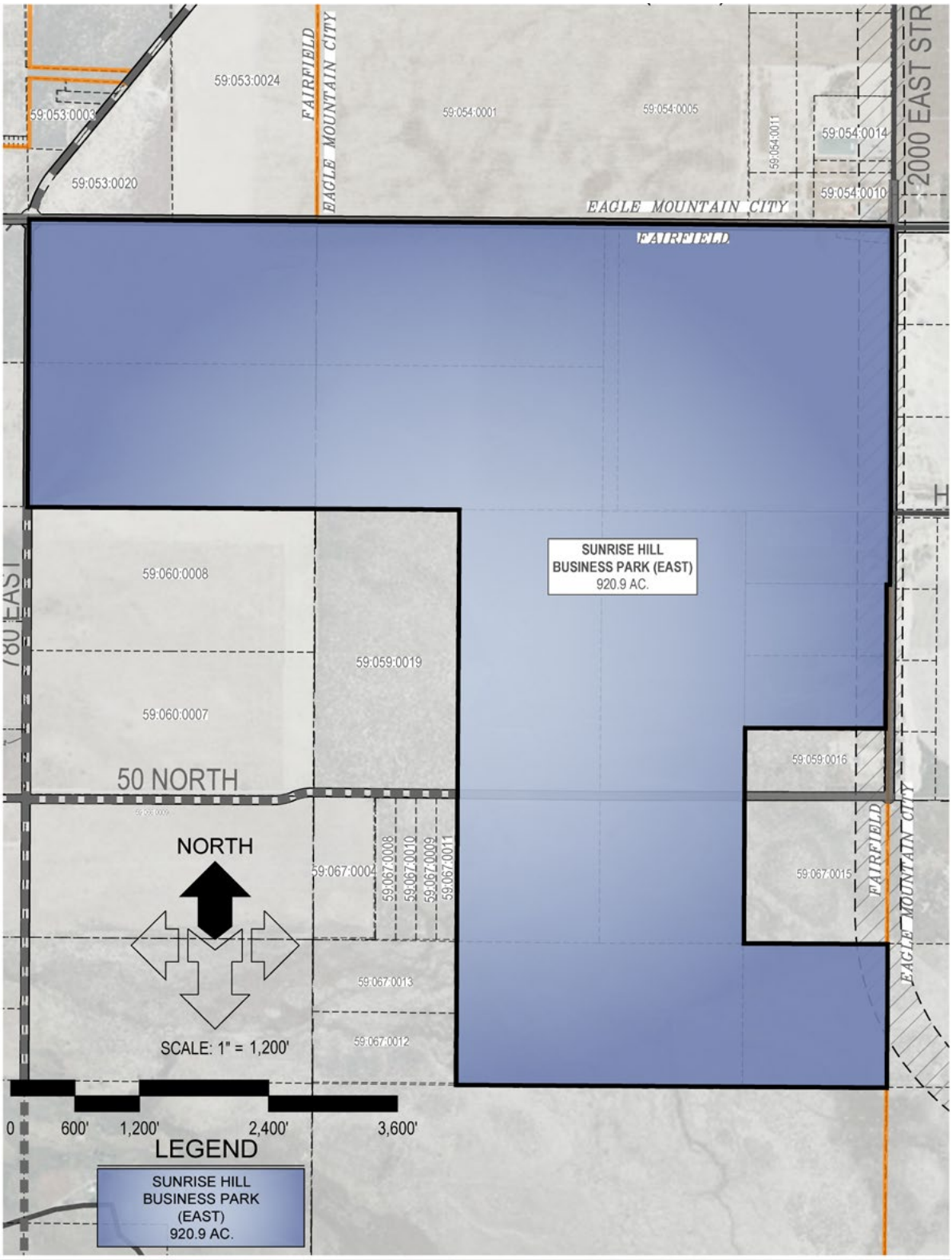
SUNRISE HILL BUSINESS (WEST)

A PARCEL OF LAND SITUATED WITHIN THE SOUTH ½ OF SECTION 30 AND THE NORTH ½ OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 2 WEST, AND SECTION 36 AND THE SOUTH ½ OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN THE TOWN OF FAIRFIELD, UTAH COUNTY, UTAH, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 29, 30, 31, AND 32, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S 00°45' W, ALONG THE SECTION LINE, A DISTANCE OF 1616 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF S.R.-73; THENCE S 66°51' W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2906 FEET, TO THE WARNER PARCEL NO. 59:064:0008; THENCE N 00°17' E, ALONG SAID WARNER PARCEL LINE, A DISTANCE OF 118 FEET; THENCE N 89°41' W, ALONG SAID WARNER PARCEL LINE, A DISTANCE OF 2636 FEET; THENCE S 00°35' W, A DISTANCE OF 1259 FEET, TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF S.R.-73; THENCE S 67°00' W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 3517 FEET, TO THE SOUTH LINE OF SAID SECTION 36, TOWNSHIP 6 SOUTH, RANGE 3 WEST; THENCE N 89°33' W, ALONG THE SECTION LINE, A DISTANCE OF 2122 FEET, TO THE SOUTHWEST CORNER OF SAID SECTION; THENCE N 00°22' E, ALONG THE SECTION LINE, A DISTANCE OF 3996 FEET; THENCE S 89°59' E, A DISTANCE OF 1322 FEET; THENCE N 00°01' W, A DISTANCE OF 1312 FEET; THENCE N 89°38' W, A DISTANCE OF 1322 FEET, TO THE SOUTHWEST CORNER OF SAID SECTION 25, TOWNSHIP 6 SOUTH, RANGE 3 WEST; THENCE N 00°30' E, ALONG THE SECTION LINE, A DISTANCE OF 2677 FEET, TO THE QUARTER CORNER COMMON TO SECTIONS 25 AND 26; THENCE S 89°16' E, ALONG THE EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2664 FEET, TO THE CENTER QUARTER CORNER OF SAID SECTION 25; THENCE S 00°26' W, ALONG THE NORTH-SOUTH CENTER QUARTER LINE, A DISTANCE OF 1335 FEET; THENCE S 89°26' E, A DISTANCE OF 4011 FEET; THENCE N 00°00' W, A DISTANCE OF 1334 FEET, TO A POINT IN THE EAST-WEST CENTER QUARTER LINE OF SAID SECTION 30, TOWNSHIP 6 SOUTH, RANGE 2 WEST; THENCE S 89°50' E, ALONG SAID EAST-WEST CENTER QUARTER LINE OF SAID SECTION 30, A DISTANCE OF 2672 FEET; THENCE S 00°26' W, A DISTANCE OF 2661 FEET; THENCE S 89°47' E, A DISTANCE OF 1335 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINS 1,305 ACRES, MORE OR LESS.

2.3 EAST CAMPUS ZONE



2.3.1 East Campus Zone Description

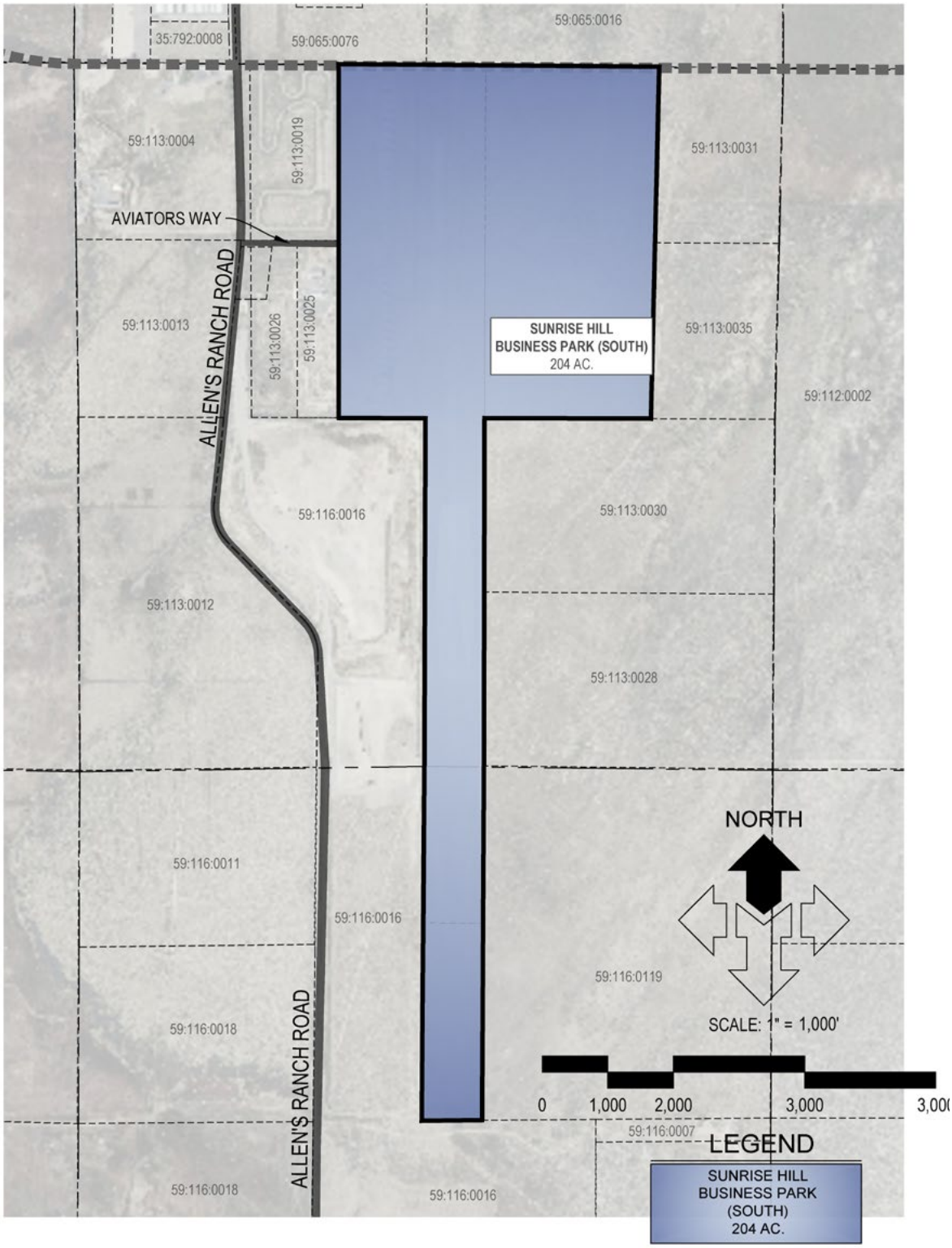
SUNRISE HILL BUSINESS PARK (EAST)

A PARCEL OF LAND SITUATED WITHIN SECTION 27, THE NORTHEAST QUARTER OF SECTION 28, AND THE NORTH HALF OF SECTION 34, ALL IN TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN THE TOWN OF FAIRFIELD, UTAH COUNTY, UTAH, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 22, 23, 26, AND 27, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE; S 00°17' W, A DISTANCE OF 2659 FEET TO THE QUARTER CORNER COMMON TO SECTIONS 26 AND 27; THENCE S 00°27' W, A DISTANCE OF 670 FEET; THENCE N 89°57' W, A DISTANCE OF 33 FEET; THENCE S 00°27' W, A DISTANCE OF 1340 FEET; THENCE N 89°50' W, A DISTANCE OF 1303 FEET; THENCE S 00°27' W, A DISTANCE OF 672 FEET; THENCE S 00°17' W, A DISTANCE OF 1332 FEET; THENCE S 89°45' E, A DISTANCE OF 1336 FEET; THENCE S 00°18' W, A DISTANCE OF 1336 FEET, TO THE QUARTER CORNER COMMON TO SECTIONS 34 AND 35; THENCE N 89°37' W, A DISTANCE OF 4004 FEET; THENCE N 00°16' E, A DISTANCE OF 1333 FEET; THENCE N 00°16' E, ALONG THE SECTION LINE COMMON TO SAID SECTIONS 27 AND 34, A DISTANCE OF 1333 FEET; THENCE N 00°23' E, A DISTANCE OF 2683 FEET, TO THE EAST-WEST CENTER QUARTER LINE OF SAID SECTION 27; THENCE N 89°39' W, A DISTANCE OF 1336 FEET, TO THE QUARTER CORNER COMMON TO SECTIONS 27 AND 28; THENCE N 89°38' W, A DISTANCE OF 2676 FEET, TO THE CENTER QUARTER CORNER OF SAID SECTION 28; THENCE N 00°19' E, A DISTANCE OF 2675 FEET, TO THE QUARTER CORNER COMMON TO SECTIONS 21 AND 28; THENCE S 89°34' E, A DISTANCE OF 2677 FEET, TO THE SECTION CORNER COMMON TO SECTIONS 21, 22, 27, AND 28; THENCE S 89°33' E, A DISTANCE OF 2678 FEET, TO THE QUARTER CORNER COMMON TO SECTIONS 22 AND 27; THENCE S 89°27' E, A DISTANCE OF 2664 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINS 920.9 ACRES, MORE OR LESS.

2.4 SOUTH CAMPUS ZONE



2.4.1 South Campus Zone Description

SUNRISE HILL BUSINESS PARK (SOUTH)

A PARCEL OF LAND SITUATED WITHIN SECTIONS 5 AND 8, TOWNSHIP 7 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN THE TOWN OF FAIRFIELD, UTAH COUNTY, UTAH, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER CORNER COMMON TO SECTION 32, TOWNSHIP 6 SOUTH, RANGE 2 WEST, AND SECTION 5, TOWNSHIP 7 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S 89°33' E, ALONG THE SECTION LINE, A DISTANCE OF 1770 FEET; THENCE S 01°22' W, A DISTANCE OF 2680 FEET; THENCE N 89°48' W, A DISTANCE OF 1265 FEET; THENCE S 00°08' W, A DISTANCE OF 2652 FEET; THENCE S 00°16' W, A DISTANCE OF 2695 FEET; THENCE S 89°30' W, A DISTANCE OF 461 FEET, TO THE CENTER QUARTER CORNER OF SAID SECTION 8; THENCE N 00°25' E, ALONG THE NORTH-SOUTH CENTER QUARTER LINE OF SAID SECTION 8, A DISTANCE OF 2704 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTIONS 5 AND 8; THENCE N 00°12' E, ALONG THE NORTH-SOUTH CENTER QUARTER LINE OF SAID SECTION 5, A DISTANCE OF 2646 FEET, TO THE CENTER QUARTER CORNER OF SAID SECTION 5; THENCE N 89°48' W, A DISTANCE OF 660 FEET; THENCE N 00°02' W, A DISTANCE OF 2693 FEET, TO THE SECTION LINE COMMON TO SAID SECTIONS 32 AND 5; THENCE S 89°36' E, ALONG THE SECTION LINE, A DISTANCE OF 671 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINS 204 ACRES, MORE OR LESS.

3

USE TABLE

SECTION 3 – USE TABLE

USE	WD	SD	ED	DEFINITION
Aerospace manufacturing, sales, assembly and associated services	C	C	C	A company involved in the various aspects of designing, building, testing, selling and maintaining aircraft, aircraft parts, missiles, rockets or spacecraft. Aerospace is a high technology industry.
Automotive manufacturing, sales, assembly and associated	C	C	C	A company engaged in manufacturing or assembling of passenger cars, trucks or station wagons, including any person, partnership or corporation which acts for or is under the control of such manufacturer or assembler in connection with the distribution of said motor vehicles.
Central heating or cooling facility	C	C	C	A facility or system that provides heating, cooling, ventilation, heat rejection, thermal storage, or related utility services to one or more buildings, parcels, users, campuses, or Development Phases. Such facilities may include chillers, cooling towers, Computer room air conditioner (CRAC), air-handling systems, pumps, piping, heat exchangers, thermal-energy-storage systems, controls, redundancy and backup systems, and other related equipment. Cooling systems may include air-cooled, closed-loop water-cooled, hybrid, recycled-water, or other cooling technologies appropriate to the approved use and compliant with applicable development, engineering, safety, environmental, and regulatory requirements.
Clean advanced materials manufacturing or advanced manufacturing businesses	P	P	P	A company that accelerates the adoption of innovative materials and manufacturing technologies in support of a clean, decarbonized economy.
Concrete batch plants, materials processing equipment and other similar temporary construction uses	T	T	T	Temporary concrete batch plants, materials processing equipment, and similar facilities used in connection with construction or development within Sunrise districts shall be permitted for the duration of the applicable construction or development activity, subject to applicable building, fire, safety, environmental, and other regulatory permits and requirements.
Conference or training center	P	P	P	A facility that accommodates groups of persons for short periods for the purposes of seminars, workshops, training and other related activities. No overnight accommodations are provided.
Data centers	P	P	P	A building, a dedicated space within a building, or a group of buildings used to house computer systems and associated components, such as telecommunications and storage systems.
Elevated water storage tank or tower	A	A	A	A structurally enclosed tank that is raised above the ground to store water.
Energy generating facility	P	P	P	A facility used for the generation, conversion, production, storage, management, or distribution of electricity, thermal energy, or other usable energy, together with related equipment and infrastructure. Energy generating facilities may include natural-gas generation, advanced fission technologies, renewable-gas or methane systems, fuel cells, energy-storage systems, thermal-energy systems. Facilities may serve one or more users within Sunrise, operate as part of a campus or microgrid, or connect to or deliver energy to the electrical grid. Wind-energy generation is prohibited. Any energy generating facility may include one or more modular units and all buildings, structures, systems, equipment, infrastructure, and activities related to its development, licensing, construction, commissioning, operation, maintenance, refueling, modification, modernization, decommissioning, and security.

USE	WD	SD	ED	DEFINITION
General office	**A**	**A**	**A**	A building or portion of a building used for administrative, professional, executive, management, technical, financial, customer-service, research-support, or other customary office functions associated with a business, institution, or approved use. No maximum floor-area limitation shall apply to General Office uses within Sunrise.
General storage and maintenance facility	**P**	**P**	**P**	A building, portion of a building, outdoor area, or facility used for the storage, servicing, repair, warehousing, maintenance, staging, or management of materials, products, equipment, vehicles, components, supplies, replacement parts, or other items associated with industrial, technology, business park, utility, logistics, research, manufacturing or other permitted or approved uses. General storage and maintenance facilities may serve one or more buildings, parcels, users, campuses, or Development Phases and shall not be subject to a fixed percentage limitation.
Laboratory and testing services	**P**	**P**	**P**	A facility used for scientific, technical, industrial, environmental, product, materials, equipment, systems, quality-control, certification, calibration, validation, demonstration, research, or other laboratory and testing activities. Laboratory and testing services may be conducted for products, materials, systems, or processes developed or manufactured on-site or off-site and may include related offices, storage, equipment, support spaces, and incidental fabrication or prototyping.
Public or private Infrastructure	**P**	**P**	**P**	Facilities, systems, improvements, and related equipment used to provide shared, utility, transportation, water, wastewater, stormwater, drainage, energy, telecommunications, emergency-service, or other infrastructure services to the general public, within Sunrise, or to the surrounding areas. Infrastructure may include roads, bridges, rights-of-way, utility corridors, water lines, water tanks, wells, pump stations, sanitary sewer facilities, wastewater systems, large underground wastewater disposal (LUWD) systems, individual or shared septic systems and their associated treatment, collection, and disposal facilities, stormwater facilities, drainage improvements, electrical substations, transmission and distribution facilities, telecommunications facilities, public-safety facilities, emergency-service infrastructure, and other similar public or utility improvements serving one or more parcels, users, campuses, Development Phases, or the broader community. LUWD and septic systems are permitted infrastructure uses, subject to applicable engineering, public-health, environmental, and permitting requirements.
Rail spur and transloading facility		**P**	**P**	A rail-served facility used for the loading, unloading, transfer, staging, storage, handling, or movement of freight, materials, products, equipment, vehicles, containers, or bulk commodities between rail and truck or other transportation systems. Facilities may include rail spurs, sidings, switches, loading areas, ramps, docks, conveyors, tanks, silos, scales, storage areas, truck courts, access roads, utilities, security, and related support improvements. A Rail Spur and Transloading Facility may serve one or more parcels, users, campuses, or Development Phases and may connect to a public or private railroad system.

USE	WD	SD	ED	DEFINITION
Research and development	**P**	**P**	**P**	Activities involving the research, investigation, design, development, testing, evaluation, prototyping, demonstration, improvement, or commercialization of products, materials, technologies, systems, processes, software, or services. Research and development may include scientific, technical, industrial, technology, aerospace, energy manufacturing, data, telecommunications, life-science, environmental, agricultural, and other research fields, together with related laboratories, offices, testing, fabrication, assembly, storage, and support activities.
Security building	**A**	**A**	**A**	A building containing eating and sleeping facilities for security personnel but may not be used as a permanent dwelling.
Solar	**A**	**A**	**A**	A ground-mounted solar farm use shall not be permitted within Sunrise. Rooftop solar, building-integrated solar, solar canopies, and solar equipment incorporated into an otherwise permitted building, covered parking area, utility system, energy system, or campus infrastructure shall not be considered a solar farm for purposes of this limitation. Solar equipment permitted under this section may serve one or more buildings, users, parcels, campuses, or Development Phases and may be integrated with energy-storage systems, microgrids, backup-power systems, or other permitted energy infrastructure.
Structured parking	**A**	**A**	**A**	A portion of a building that is used for parking of equipment and motor vehicles.
Technology college, university or technical school	**C**	**C**	**C**	An institution authorized by the state to award associate, baccalaureate or higher degrees, and facilities associated with it. This term includes academic buildings, administrative facilities, dormitories, special housing, parking areas, dining halls and other physical plants associated with the college or university use.
Technology research and development facility	**P**	**P**	**P**	A building in which scientific research, investigation, testing or experimentation is conducted, but not including the manufacturing or sales of products, except as incidental to the main purpose of the laboratory.
Telecommunications tower	**P**	**P**	**P**	A structure used to support antennas, transmitters, receivers, microwave equipment, wireless communications equipment, or other facilities used to transmit or receive voice, data, video, radio, internet, or other electronic communications. Telecommunications towers may include monopoles, lattice towers, masts, small-cell or distributed antenna facilities, and related equipment shelters, cabinets, generators, utilities, security improvements, and support facilities. Such facilities may serve one or more users, parcels, campuses, or Development Phases within Sunrise and shall be permitted subject to applicable federal, state, aviation, safety, and regulatory requirements.
Water treatment plant	**A**	**A**	**A**	A facility that uses technology to treat water to make it safe for use for irrigation or potable water.

Use Classification Key
A = Accessory Use (as defined in Section 10)
P = Permitted Use
T = Temporary Use
C = Conditional Use

Area Key
WD = West District
SD = South District
ED = East District

4

BUILDING DESIGN & DEVELOPMENT STANDARDS

SECTION 4 – BUILDING DESIGN & DEVELOPMENT STANDARDS

4.1. ARCHITECTURAL & BUILDING DESIGN

4.1.1. Architectural Design Principles

Architectural standards shall be applied in a manner appropriate to the scale, function, security, and operational requirements of the proposed use. Office, administrative, employee-entry, and customer-facing portions of buildings shall receive enhanced architectural treatment. Industrial, utility, data center, and energy-related portions of a site may use simplified architectural treatment for operational, security, ventilation, or equipment requirements. Compliance with the objective architectural requirements of Sections 4.1.2 through 4.1.4 shall constitute compliance with this Section. No separate aesthetic, compatibility, or architectural-quality determination shall be required by the Town.

4.1.2. Principal Building Façades

The principal building façade shall include all the building façades substantially visible to adjacent public roads and streets. When a building has more than one principal façade, such principal building façades shall be consistent in terms of design, materials, details, and treatments. Principal building façades shall avoid the use of undifferentiated surfaces by including at least two (2) of the following design elements:

- Change in building height;
- Building step-backs or recesses;
- Fenestration;
- Change in building material, pattern, texture, or color; or
- Use of accent materials.

Incorporation of any two listed design elements shall constitute compliance, and no additional architectural or aesthetic determination shall be required. Buildings not visible from adjacent roads or properties due to building placement, landscaping, screening, topography, or distance shall not be required to have differentiated design elements.

4.1.3. Building Materials

Building façades may include brick, stone, tinted or textured masonry block, architectural concrete, precast or tilt-up concrete panels, architectural metal systems, glass, stucco or exterior insulation and finish systems, fiber-cement siding, metal-panel systems, wood siding, heavy-timber accents, smooth-faced concrete block, and similar durable materials.

Precast and tilt-up concrete façades shall incorporate at least one of the following: articulation, reveals, patterns, textures, color variation, embedded or applied materials, accent materials, or other design treatments.

4.1.4. Roof Design

Flat, low-slope, pitched, and other roof forms are permitted. Roof-form selection shall be at the election of the property owner or operator, subject only to applicable objective building, fire, height, and safety requirements. Rooftop solar panels, telecommunications equipment, mechanical equipment, screening, and related facilities may extend above the roofline subject to applicable height, screening, safety, and regulatory requirements.

4.1.5. Building Height

All buildings within the Sunrise East District may be constructed to a maximum height of sixty feet (60'). All buildings except Energy Generation Facility buildings in the Sunrise West and South Districts may be constructed to a maximum height of sixty feet (60'). Energy Generation Facility buildings in the West and South Districts may be constructed to a maximum height of ninety feet (90').

Building height shall be measured from the average elevation of the finished grade at the front line of the building to the highest point of the roof.

4.1.6. Building Height Exceptions & Operational Structures

Parapets, mechanical screening, antennas, stacks, cooling towers, water tanks, electrical transmission and distribution structures, substations, cranes, telecommunications facilities, and similar utility or operational structures shall be permitted in connection with a permitted Principal Use or Accessory Use, subject to applicable objective building, fire, life-safety, engineering, aviation, and regulatory requirements.

A permitted Principal Use may install and operate four (4) cooling towers within the Sunrise East, West and South Districts provided there is no more than one (1) cooling tower per 200 acres in area within a given district area. Cooling towers may be located together or in separate locations and may serve one or more buildings, parcels, Development Phases, or Integrated Campuses associated with the user.

The maximum height of cooling towers shall be limited to ninety feet (90').

4.1.7. Building Separation

Principal buildings shall be separated from other principal buildings by a minimum of thirty feet (30'). Accessory buildings shall be separated from principal buildings by a minimum of ten feet (10'). A lesser separation shall be permitted to the extent allowed by applicable building and fire codes. Compliance with such lesser separation shall be verified through applicable building and fire codes.

4.1.8. Lot Size & Building Footprint

The minimum lot size within Sunrise shall be one (1) acre. The Minimum Primary Building footprint shall be one thousand sq ft (1,000 sq ft). No maximum lot size or building footprint shall apply.

4.1.9. Examples of Allowable Building Façades

4.2. SETBACKS & SITE SEPARATION

4.2.1. Purpose & Applicability

Setbacks are intended to provide appropriate separation from public roads, adjacent residential and agricultural properties, and the exterior boundary of the Sunrise properties while allowing the coordinated development and operation of integrated industrial, technology, utility, energy, and business park uses.

4.2.2. Setback Measurement

Setbacks adjacent to an existing or approved public or private road shall be measured from the nearest applicable right-of-way line.

Setbacks adjacent to residential or agricultural zoning shall be measured from the shared property line or exterior boundary line.

Building-separation requirements shall be measured between the nearest exterior walls of the applicable buildings, excluding ordinary roof overhangs and minor architectural projections.

4.2.3. Improvements Within Setbacks

Unless expressly prohibited by these Development Standards, landscaping, native vegetation, berms, fences, walls, screening, parking areas, drive aisles, access roads, emergency-access routes, vehicle turnarounds, trails, sidewalks, pedestrian and bicycle facilities, utility easements and corridors, transmission and distribution facilities, drainage swales, stormwater conveyance, detention, retention, infiltration and water-quality facilities, signs, entrance features, gates, guard facilities, security improvements, vehicle barriers, lighting, and other improvements used in connection with access, safety, security, drainage, utilities, or operations shall be permitted within required setbacks.

4.2.4. Roads & Utility Crossings

Public and private roads, driveways, utility rights-of-way, utility easements, access easements, drainage improvements, trails, and similar facilities may cross or occupy required setback areas where necessary to serve development within the Project Area.

4.2.5. Stormwater Facilities

Stormwater-management facilities may be located within setbacks when designed to preserve the intended drainage, landscape, screening, and separation functions of those areas. Stormwater facilities may also count toward applicable landscape or open-space requirements.

4.2.6. Internal Parcel Lines

Where multiple parcels are included within a District or an Integrated Campus, perimeter setback requirements shall not apply along internal parcel lines. Accordingly, buildings, parking, roads,

utilities, drainage facilities, landscaping, and other shared improvements may cross internal parcel lines where authorized by easements or other approved instruments.

Internal parcel lines shall remain subject to applicable building, fire, life-safety, engineering, utility-clearance, and emergency-access requirements.

4.2.7. Shared & Campus-Wide Compliance

Setbacks, landscaping, screening, drainage, open space, and related improvements may be coordinated across multiple parcels in a District or an Integrated Campus. Individual parcels shall not be required to independently duplicate setbacks, landscaping, screening, drainage, open space, or related improvements that are provided through a shared District or campus-wide plan. Any such shared improvements shall be maintained through private agreements; conditions, covenants and restrictions (CCRs), or another instrument which, in the reasonable review of the Town, requires maintenance of such shared facilities in accordance with applicable maintenance standards.

4.2.8. Setback Summary Chart

Location / Standard	Setback
Principal building front setback	**70 feet**
Separation between principal buildings	**30 feet**
Separation between accessory and principal buildings	**10 feet**
Security building from exterior property line	**10 feet**

4.3. CIRCULATION, PARKING, LOADING & ACCESS

4.3.1. Internal Circulation & Emergency Access

Truck circulation shall be designed to reduce unsafe conflicts with passenger vehicles and pedestrian routes. Internal circulation may include shared driveways, private roads, truck routes, service roads, controlled-access roads, emergency-access routes, and cross-access between parcels. Circulation systems shall be designed to accommodate the vehicles and equipment reasonably anticipated for the approved use. Emergency access and fire-apparatus circulation shall comply with applicable fire-code requirements. Operational or security controls shall not obstruct required emergency access.

4.3.2. Pedestrian Circulation

Pedestrian facilities may include sidewalks, internal walkways, trails, crosswalks, employee connections, and other pedestrian routes appropriate to the scale and function of the applicable development.

Pedestrian circulation shall be designed to provide connections between employee parking, building entrances, shared amenities, and other commonly accessed areas while recognizing the operational and security requirements of industrial, utility, data center, energy, manufacturing, and logistics facilities.

Pedestrian facilities shall not be required within areas designated on the site plan for secured or restricted access, utilities, equipment, loading, truck circulation, outdoor storage, or other operational functions.

4.3.3. Parking

Parking may be provided on-site, on an adjoining parcel, within a shared parking facility, or through a campus-wide parking plan.

Except as otherwise provided below, required parking shall be provided at a minimum rate of 1.1 parking spaces per employee on the maximum number of employees per shift, based upon the maximum number of employees anticipated to be on-site at one time.

Data centers, industrial facilities, manufacturing facilities, utility and energy facilities, warehouses, research and development facilities, and other employment-based uses shall have required parking calculated based upon the maximum-shift employee count at the 1.1-spaces-per-employee rate stated above. Building square footage shall not be used to calculate required parking within Sunrise for uses other than those that bring in the general public for a showroom or retail.

Where a use includes a storefront, retail, showroom, or other area regularly accessible to customers or the general public, parking for that portion of the use shall be provided at a minimum rate of one (1) space per 300 square feet of customer-accessible floor area. Employee parking shall be provided at the rate of 1.1 spaces per employee on the maximum shift, provided that a parking space may satisfy both requirements and shall not be required to be counted twice.

Warehousing, storage, mechanical, equipment, utility, data-processing, manufacturing, loading, and other areas not regularly accessible to customers or the general public shall not be included in the customer-accessible floor-area calculation.

4.3.4. Loading Docks & Truck Courts

Loading docks and truck courts may be located at the side or rear of principal buildings.

Loading docks or truck courts visible from a primary public road or adjacent residential property shall use building orientation, distance, landscaping, berms, walls, fencing, topography, or other screening methods selected by the property owner or operator.

Loading docks and truck courts shall not be required to be fully screened when screening would interfere with safe truck circulation, loading operations, ventilation, security, emergency access, or the practical operation of the facility.

4.3.5. Trailer, Fleet, Equipment & Commercial-Vehicle Parking

Trailer, fleet, equipment, and commercial-vehicle parking shall be permitted when serving a permitted or Accessory Use. Such areas may accommodate active and inactive vehicles, trailers, fleet equipment, containers, chassis, service vehicles, employee vehicles, and other operational equipment.

Areas directly visible from a public right-of-way or adjacent residential property shall be screened by one or more of the following: building placement, landscaping, berms, a solid or opaque fence or wall, or topography. Use of any one or more of the listed screening methods shall satisfy this requirement. No additional screening shall be required where the area is not directly visible from a public right-of-way or adjacent residential property.

Screening shall not obstruct required vehicle circulation, loading operations, emergency access, utility access, sight-distance areas, or required safety clearances.

Trailer, fleet, equipment, and commercial-vehicle parking shall not be subject to passenger-vehicle parking-location standards. Such parking shall be considered an operational component of the permitted or Accessory Use and shall not constitute a separate outdoor-storage, vehicle-storage, or principal land use.

4.3.6. Deliveries, Shipping & Receiving

Shipping, receiving, pickups, courier services, freight movement, and related activities are accessory and appurtenant uses of permitted uses set forth herein.

4.3.7. Freight & Specialized Transportation Facilities

Freight-transfer areas, loading platforms, rail-support facilities, internal freight systems, rail spurs, transloading facilities, and similar transportation infrastructure shall be permitted within Sunrise and may serve one or more permitted uses, parcels, users, campuses, or Development Phases.

4.3.8. Temporary Construction & Development Access

Temporary construction offices, material-staging areas, equipment storage, worker parking, temporary utilities, temporary roads, concrete batch plants, material-processing equipment, construction lighting, security fencing, and similar temporary uses are permitted during construction and development, subject to applicable permits.

Temporary uses may serve multiple parcels or Development Phases and may remain for the duration of the applicable construction or development activity.

4.4. LANDSCAPING

4.4.1. Landscape Philosophy & Design

Landscaping within Sunrise shall emphasize water conservation, long-term sustainability, and integration with Fairfield's surrounding high-desert environment while accommodating the functional and operational requirements of employment and industrial Districts.

Landscape design may incorporate coordinated plant materials, irrigation systems, hardscape, open space, and stormwater areas consistent with the objective landscaping requirements of these Development Standards.

Compliance with the objective requirements of Section 4.4 shall constitute compliance with the landscape-design requirements of this Section. No separate determination of compatibility, attractiveness, landscape character, or aesthetic quality shall be required by the Town.

4.4.2. Landscape Plans

Each individual parcel or Development Phase shall submit a landscape plan concurrently with the applicable site plan.

The landscaping plan shall include, at a minimum:

- Location and dimensions of all existing and proposed structures, property lines, easements, parking lots, power lines, rights-of-way, signage, refuse areas, setbacks, open space, stormwater landscaping, lighting, and any other information required by these Development Standards.
- Plant names (botanical and common), locations, quantities, and sizes at planting and maturity. Existing vegetation to be retained or removed shall be clearly marked.
- Existing and proposed grading with contour intervals — two (2) foot intervals for grades five percent (5%) or greater; one (1) foot intervals for grades under five percent (5%).
- Irrigation system plan.
- Existing and proposed fences with material specifications.
- Summary data showing percentages of landscaped areas, desert grasses, deciduous and evergreen species, and xeriscaping.

Landscaping may be coordinated across multiple parcels or an Integrated Campus within a District where shared landscape areas, setbacks, open space, or stormwater facilities serve more than one parcel or use.

Acceptable landscaping improvements include, but are not limited to:

- Xeriscaping using drought-tolerant or native plant species.
- Driveways, sidewalks, or hardscape features that integrate with the site's overall aesthetic.
- Vegetative ground cover, including low-water-use shrubs and groundcover plantings.
- Trees, which are strongly encouraged to provide shade, enhance curb appeal, and contribute to Fairfield's desert-compatible character.

4.4.3. Required Landscape Areas

4.4.3.1. Parking-Lot Landscaping

A minimum of five percent (5%) of the surface area of each parking lot shall be landscaped.

For purposes of this requirement, the parking-lot area shall include parking stalls and parking-lot drive aisles but shall not include public or private streets, loading areas, truck courts, or fire-access lanes.

4.4.3.2. Parking-Area Trees

Parking areas shall provide at least one (1) tree for every ten (10) passenger-vehicle parking spaces.

Trees may be located within parking-lot landscape islands, perimeter landscape areas, building landscape areas, or other nearby landscape areas shown on the approved landscape plan.

The trees are not required to be evenly distributed where utilities, circulation, security, fire access, or operational requirements make even distribution impracticable.

4.4.3.3. Building Landscaping

Landscaping shall be provided along building elevations facing public roads and residentially zoned or occupied property, except within areas used or required for loading, fire access, utilities, security, equipment, or other operational functions.

4.4.3.4. Required Landscape-Area Trees

In addition to the parking-area tree requirement, required landscaped areas shall provide at least one (1) tree for every three thousand (3,000) square feet of required landscaped area.

4.4.3.5. District & Campus-Wide Compliance

Landscape-area and tree requirements may be calculated and distributed across an approved parcel, Development Phase, the District or Integrated Campus, provided the approved landscape plan demonstrates compliance with the total applicable requirement.

4.4.4. Plant Materials & Ground Treatment

Landscape areas may include drought-tolerant trees, shrubs, ornamental grasses, perennials, native plants, decorative crushed rock, bark mulch, boulders, and other durable landscape materials appropriate to Fairfield's climate.

At least fifty percent (50%) of required trees and shrubs shall be drought tolerant, and required landscape areas shall include a minimum of twenty percent (20%) live vegetation.

Plant materials shall be selected from drought-tolerant, native, adapted, or other plant materials suitable for Fairfield's climate.

4.4.5. Ornamental Landscape Areas

Ornamental Landscape Areas shall consist of decorative crushed rock or bark mulch, boulders, and water-wise ornamental and native trees, shrubs, grasses, perennials, and forbs selected for low water use and adaptability to the local climate.

Plant materials may be arranged in naturalized groupings consistent with the surrounding high desert environment.

Irrigated areas will use a high-efficiency drip irrigation system connected to an automated irrigation controller.

Irrigation shall be designed to provide efficient root-zone watering, promote plant establishment, and minimize evaporation, overspray, and runoff.

Once established, plant materials are intended to require minimal supplemental irrigation.

4.4.6. Natural Landscape Areas

Natural Landscape Areas are intended to provide a native, low-maintenance landscape character that closely reflects the surrounding undisturbed environment.

These areas shall consist primarily of a non-irrigated Great Basin native seed mix composed of regionally appropriate native grasses, shrubs, trees, and flowering forbs suitable for the high desert mountain climate of Fairfield, Utah.

Temporary drip irrigation shall be provided to proposed shrubs and trees installed within these seeded areas to support initial plant establishment.

Once plant material is fully established, supplemental irrigation shall be significantly reduced or discontinued except during periods of prolonged drought or severe environmental stress.

These areas may be incorporated into setbacks, open space, stormwater facilities, and other portions of the development.

4.4.7. Turf

Turf is not allowed in Sunrise.

4.4.8. Stormwater Landscaping

Stormwater detention, retention, infiltration, conveyance, and water-quality areas shall be landscaped with gravel within the detention or retention ponds and native low-water-use shrubs and bushes around the perimeter of said ponds.

Stormwater areas may be incorporated into required landscape areas, setbacks, or open space when designed to maintain the intended function of those areas.

4.4.9. Irrigation

Permanent irrigation systems shall be designed to maximize water efficiency and minimize overspray, runoff, and evaporation.

Drip irrigation or other high-efficiency irrigation methods may be used.

Irrigation systems shall be installed and operated in accordance with approved plans and manufacturer recommendations.

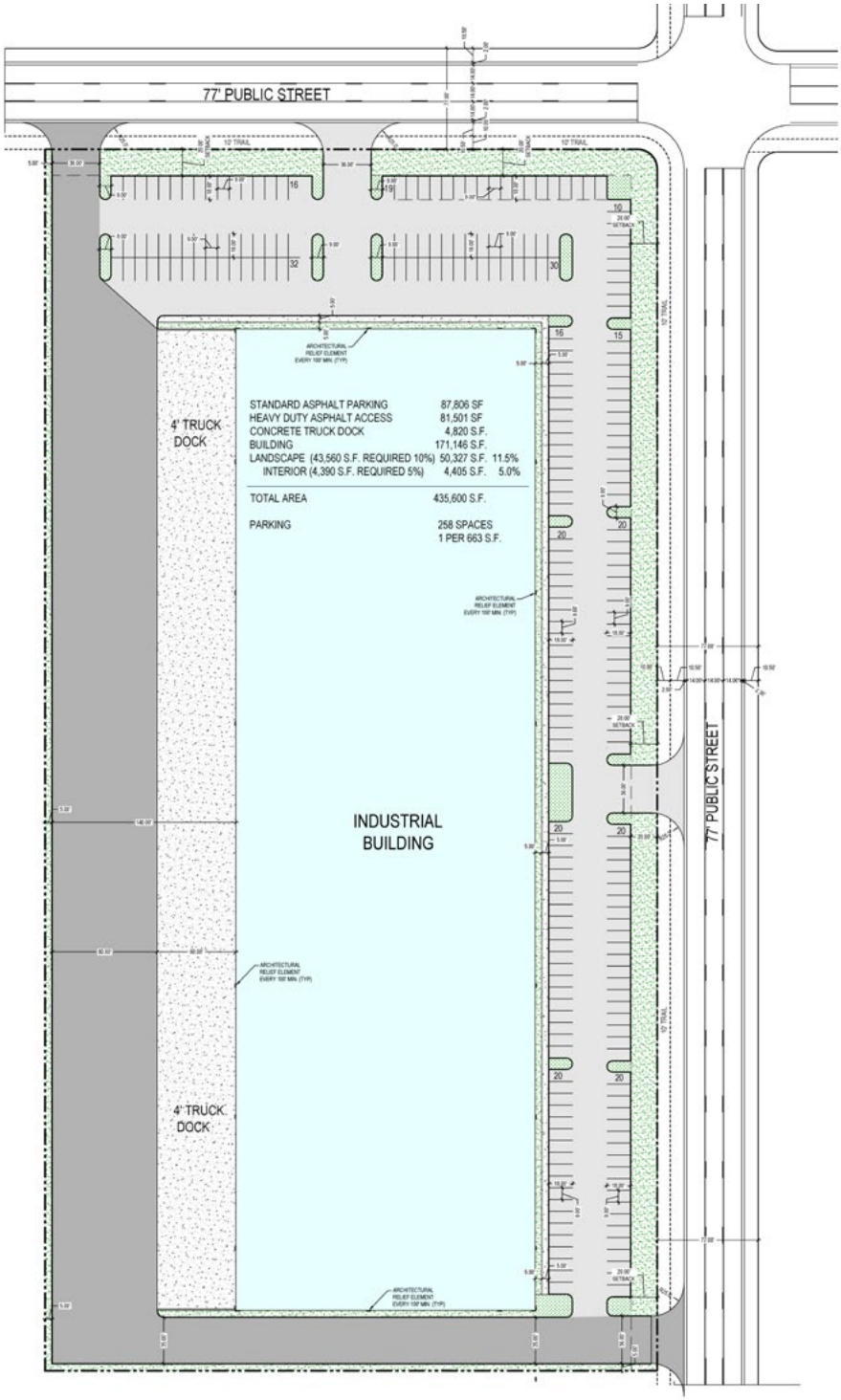
4.4.10. Landscape Maintenance

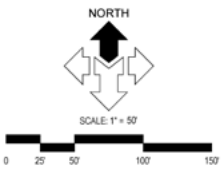
Required landscaping shall be maintained in a healthy and orderly condition.

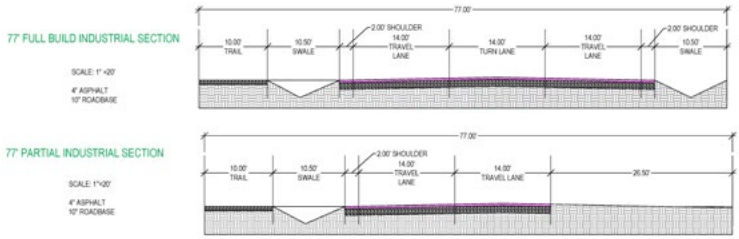
Dead, diseased, or substantially damaged plant materials shall be replaced during the next appropriate planting season.

Maintenance shall preserve the intended function of landscape areas, drainage facilities, access areas, and utility corridors.

4.4.11. Typical Industrial Lot Landscaping Exhibit







4.5. SCREENING & FENCING

4.5.1. Fencing & Security Improvements

Fences, walls, gates, gate arms, guard facilities, vehicle barriers, bollards, and other security and access-control improvements shall be permitted in connection with any permitted or Accessory Use.

Fences along the frontage of a public roadway shall be ornamental metal (typical: wrought-iron). Other fencing may be of any approved type.

4.5.2. Materials & Height

Permitted fencing and wall materials include:

- Ornamental metal;
- Welded wire;
- Chain-link;
- Anti-climb fencing;
- Masonry;
- Precast or cast-in-place concrete;
- Wood;
- Post-and-rail fencing;
- Composite fencing;
- Metal-panel fencing;
- Security mesh;
- Barbed wire and security extensions; and
- Other durable fencing or wall materials selected by the property owner or operator that comply with applicable building, fire, electrical, sight-distance, and safety requirements.

Fence and wall height shall be established by the property owner or operator based on the security, screening, operational, insurance, utility, or regulatory requirements of the use, subject only to applicable fire-code, sight-distance, utility-clearance, and safety requirements. Notwithstanding anything to the contrary contained herein, walls may not exceed sixteen (16) feet in height.

4.5.3. Security Fencing

Chain-link, anti-climb fencing, security mesh, barbed wire, razor or security wire, security extensions, vehicle barriers, bollards, and similar security features shall be permitted for any permitted or Accessory Use requiring controlled access, equipment protection, perimeter security, or protection of employees, property, utilities, or infrastructure. Security fencing shall not require a separate land-use approval.

4.5.4. Electric Fencing

Electric fencing shall be permitted when used for security, access control, agricultural, utility, infrastructure, or operational purposes in connection with a permitted or Accessory Use.

Electric fencing shall comply with applicable electrical, fire, warning-sign, and safety requirements and shall not require separate land-use approval.

4.5.5. Gates & Guard Facilities

Gates, gate arms, guard buildings, identification systems, and controlled-access facilities may be located at project entrances, internal access points, equipment areas, or other appropriate locations.

These improvements shall be designed to accommodate anticipated vehicle stacking and shall not obstruct public roads or required emergency access.

4.5.6. Security & Controlled Access

Security improvements may include fencing, walls, gates, guard facilities, controlled-access points, cameras, lighting, sensors, vehicle barriers, identification systems, and other measures reasonably determined necessary by the operator or required by an applicable regulatory agency.

Security facilities may be located at project entrances, parcel boundaries, internal access points, utility facilities, equipment areas, buildings, or other locations reasonably necessary to protect employees, visitors, buildings, equipment, information, regulated materials, or critical infrastructure.

Security improvements shall comply with applicable sight-distance, emergency-access, fire-code, and utility-clearance requirements.

4.5.7. Emergency Access & Sight Distance

Gates, gate arms, guard buildings, security checkpoints, identification systems, vehicle-control devices, and controlled-access facilities shall be permitted at project entrances, parcel entrances, internal access points, secured areas, equipment areas, utility facilities, and other locations selected by the property owner or operator. Vehicle stacking associated with a gate or controlled-access point shall be accommodated on the development site and shall not obstruct a public roadway or required emergency-access route.

4.5.8. Critical-Infrastructure Exceptions

Specialized fencing, walls, barriers, and security systems required by a utility provider, regulatory authority, insurer, operator, or applicable safety standard shall be permitted for substations, transmission facilities, water and wastewater systems, energy facilities, data centers, hazardous-material areas, and other critical or regulated facilities.

Such improvements may use screening or other measures to reduce off-site visibility when such measures do not interfere with security, safety, operational, utility, or regulatory requirements.

4.5.9. Screening of Accessory Equipment

To minimize visibility from adjacent public roads and adjacent properties, ground-level and rooftop accessory equipment shall be screened from public roads and streets abutting residentially zoned or planned properties.

This screening may be provided by a principal building or existing vegetation that will remain on the property or within a landscaping or screening easement on an adjacent property.

Accessory equipment not screened by a principal building or existing vegetation shall be screened by a visually solid fence, screen wall or panel, parapet wall, or other visually solid screen that shall be constructed of durable exterior materials selected by the property owner or operator.

Accessory equipment shall not be required to be screened where it is not directly visible from an adjacent public road or existing occupied residential property, or where screening would interfere with ventilation, cooling, heat dissipation, electrical clearance, maintenance access, security, emergency access, utility access, safety, or proper equipment operation.

4.5.10. Outdoor Storage

Outdoor storage shall be permitted when accessory to a permitted principal use.

Outdoor storage may include materials, products, equipment, vehicles, containers, components, supplies, replacement parts, pallets, and other items associated with the approved operation.

Outdoor storage areas visible from primary public roads or adjacent residential properties shall be screened through fencing, walls, landscaping, berms, building placement, topography, distance, or a combination of methods. Outdoor storage areas shall be located within designated portions of the site but shall not be subject to a fixed percentage limit.

4.5.11. Refuse, Recycling & Waste Handling

Refuse, recycling, compactor, and waste-handling facilities may be located within the Project to serve an approved use.

Facilities visible from primary public roads or adjacent residential properties shall be screened as set forth herein.

Screening shall not interfere with collection access, fire protection, ventilation, safety, or the proper operation of the facility.

Regulated or hazardous waste shall be managed in accordance with applicable federal, state, and local requirements.

4.6. LIGHTING & DARK SKY GUIDELINES

4.6.1. General Lighting

Exterior lighting shall provide adequate illumination for safety, security, circulation, loading, parking, signage, and operations while minimizing glare, light trespass, and skyglow with downward light and shielding.

4.6.2. Shielding & Direction

Exterior fixtures shall be shielded and directed toward the intended building, site, roadway, parking, loading, pedestrian, equipment, or sign area and shall not emit light upward.

Fixtures shall be positioned to avoid illumination above the horizontal plane.

4.6.3. Color Temperature

Permanent exterior lighting shall use warm or neutral color-temperature sources.

A different color temperature may be used where necessary for operations, security, color recognition, aviation, safety, utility service, or regulatory compliance.

4.6.4. Pole Height & Fixture Placement

Freestanding light poles shall not exceed thirty (30) feet in height. Light poles may be located within parking areas, truck courts, loading areas, internal roadways, equipment and utility areas, security areas, and other outdoor operational areas.

All pole-mounted fixtures shall be fully shielded and directed downward. Lighting shall be designed so that illumination attributable to the development does not exceed 0.1 foot-candle at the property line of an existing occupied residential use.

The number, spacing, and placement of light poles shall be determined by the photometric design necessary to illuminate the applicable parking, circulation, loading, security, or operational area as determined by a light study.

4.6.5. Operational, Security & Roadway Lighting

Lighting shall be permitted for buildings, parking areas, internal roadways, intersections, pedestrian routes, entrances, gates, fences, loading and unloading areas, truck courts, equipment yards, outdoor storage areas, substations, utility facilities, maintenance areas, emergency-access routes, and other areas used for circulation, access, security, maintenance, loading, equipment operation, or other activities associated with a permitted or Accessory Use.

Operational lighting means exterior lighting used to support the normal operation of a permitted or Accessory Use, including lighting for employee and vehicle circulation, loading and unloading, equipment operation, maintenance, utilities, security, access control, and outdoor work areas.

Security and operational lighting may operate continuously, including overnight and during periods

when a building is not occupied, provided the lighting complies with the shielding, light-trespass, fixture, and other applicable lighting standards of these Development Standards.

4.6.6. Temporary, Construction & Emergency Lighting

Temporary or portable lighting may be used for construction, maintenance, repairs, commissioning, testing, special deliveries, temporary security, emergency response, utility restoration, and similar short-term activities.

Such lighting shall be aimed or shielded where reasonably practicable and removed or discontinued when the applicable activity is complete.

Emergency, warning, fire, life-safety, aviation, utility, and regulatory lighting shall be permitted to the extent required for safety or compliance.

4.6.7. Sign Lighting

Sign lighting shall be integrated into the sign design and directed toward the sign face or intended sign area.

Sign lighting shall be shielded to minimize glare, light spill, and impacts on adjacent residential properties and public rights-of-way.

4.6.8. Photometric Plans

A photometric plan shall be submitted with a site-plan application that includes new permanent exterior lighting consisting of freestanding light poles or lighting for parking areas, internal roadways, truck courts, loading areas, equipment yards, outdoor storage areas, or outdoor operational areas.

The photometric plan shall show fixture locations, fixture types and mounting heights, and calculated illumination levels sufficient to demonstrate compliance with the applicable property-boundary illumination and lighting standards of these Development Standards.

A separate photometric plan shall not be required for maintenance or replacement of existing compliant lighting, temporary construction lighting, emergency or life-safety lighting, or building-mounted lighting that does not increase illumination beyond the applicable property-boundary limits.

Lighting exempt from a separate photometric plan shall remain subject to the applicable lighting standards of these Development Standards.

4.7. SIGNS

4.7.1. General Standards

"Sign" means a display, structure, device, lettering, symbol, graphic, or other visual communication used to identify, advertise, direct, inform, or provide wayfinding. Signs may include development, campus, tenant, leasing, contractor, construction, directional, wayfinding, community, event, and other temporary or permanent signs serving Sunrise or uses located within Sunrise.

Signs serving Sunrise or a use within Sunrise may be located on any parcel within Sunrise and shall not be required to be located on the same parcel as the building, tenant, use, entrance, or destination identified by the sign.

Signs shall be maintained in good condition and shall not obstruct required sight-distance areas, vehicular circulation, pedestrian access, emergency access, drainage facilities, utilities, or public rights-of-way.

4.7.2. Design and Placement

- "Permanent Sign" means a sign installed as a lasting building or site improvement and not intended to be temporary.

Permanent signs shall use durable exterior materials and comply with the dimensional, location, lighting, and safety requirements of this Section.

Signs shall not obstruct required sight distance, vehicular circulation, pedestrian access, emergency access, drainage facilities, utilities, or public rights-of-way.

4.7.3. Development, Campus & Tenant Identification

- "Building Sign" means a permanent sign attached to, mounted on, or incorporated into a building.
- "Wall Sign" means a Building Sign mounted, painted, applied, or otherwise located generally parallel to an exterior building wall.
- "Monument Sign" means a permanent freestanding sign supported by or incorporated into a ground-mounted base, wall, column, or similar structure.
- "Directory Sign" means a sign identifying or providing direction to multiple buildings, tenants, users, facilities, or destinations within Sunrise.
- "Identification Sign" means a sign identifying Sunrise, an Integrated Campus, Development Phase, building, business, tenant, user, or other destination within Sunrise.
- "Leasing, Contractor, Construction, Community, or Event Sign" means a Temporary Sign associated with leasing, construction, development, contractor identification, community activities, or events.

Development, campus, and tenant identification may be provided through monument signs, building signs, wall signs, wayfinding signs, directory signs, entrance features, and directional signs.

Signs serving an Integrated Campus or Multi-tenant Development may identify multiple buildings, tenants, addresses, access points, loading areas, visitor entrances, and other on-site destinations.

4.7.4. Temporary Signs

Temporary leasing, contractor, construction, directional, wayfinding, community, and event signs shall be permitted throughout Sunrise in connection with marketing, construction, development, tenant occupancy, temporary circulation, community activities, or events.

» "Temporary Sign" means a sign installed for a limited-duration purpose associated with construction, leasing, marketing, an event, temporary wayfinding, tenant occupancy, or another temporary activity and removed when the activity or need associated with the sign has ended.

Temporary signs may serve or provide directions to a building, parcel, tenant, use, entrance, or destination located on another parcel within Sunrise.

Temporary signs shall be securely installed and removed when the activity, event, construction, marketing, or directional need associated with the sign has ended.

4.7.5. Sign Lighting

Sign lighting shall comply with Section 4.6.7 of these Development Standards.

4.7.6. Master Sign Plans

A Master Sign Plan may be submitted for an Integrated Campus, Multi-tenant Development, or Development Phase. A Master Sign Plan that complies with these Development Standards shall be reviewed and approved administratively and shall not require Planning Commission or Town Council approval. Sign-copy changes, tenant-panel replacements, and similar modifications consistent with an approved Master Sign Plan shall be processed administratively and shall not require separate land-use approval.

The master sign plan may coordinate sign types, locations, materials, lighting, tenant panels, directories, entrance signs, and temporary signs.

4.7.7. Prohibited Signs

Signs shall not create a traffic or safety hazard, obstruct required visibility, or produce flashing or moving illumination or illumination exceeding the applicable lighting standards of Section 4.6.

4.7.8. Relationship to Town Standards

Except where these Development Standards or an approved master sign plan establishes a different or more specific standard, signs shall comply with applicable Fairfield Town requirements.

4.7.9. Entrance Features & Monument Signage

Entrance Features and Monument Signs shall be permitted accessory improvements within Sunrise.

For purposes of this section, an "Entrance Feature" means a permanent architectural, landscape, signage, or identification feature located at or near an entrance, access point, internal intersection, campus entrance, parcel entrance, or other wayfinding location within Sunrise. Entrance Features may include monument signs, columns, walls, architectural structures, landscaping, lighting, public art, directional elements, and related improvements.

Entrance Features and Monument Signs may be located at entrances to Sunrise, Integrated Campuses, Development Phases, individual parcels, buildings, or other internal destinations and may identify or provide direction to one or more parcels, buildings, tenants, users, or destinations within Sunrise.

Permitted materials include natural stone, masonry, architectural concrete, precast concrete, wood, metal, glass, composite materials, and other durable exterior materials selected by the property owner or Master Developer.

Monument Signs shall not exceed eight (8) feet in height or ten (10) feet in width. Decorative walls, columns, landscaping, lighting, and other components of an Entrance Feature that do not contain sign copy shall not be included in the Monument Sign width limitation.

Entrance Features and Monument Signs shall be located outside required vehicular sight-distance areas and shall not obstruct required emergency access, utilities, drainage facilities, or public rights-of-way.

The ARC shall review the design and location of Entrance Features and Monument Signs in accordance with the applicable project governing documents. A Monument Sign or Entrance Feature that complies with the objective requirements of this section shall not require separate Planning Commission or Town Council approval. Town review shall be limited to determining compliance with the applicable dimensional, location, safety, building-code, and other objective requirements of these Development Standards and applicable law.

4.7.10. Landscaping around Signs

Landscape improvements shall be incorporated around monument signage and entrance features.

4.8. GENERAL SITE DEVELOPMENT STANDARDS

4.8.1. General Operational Flexibility

Permitted uses within Sunrise may conduct the activities and maintain the buildings, equipment, infrastructure, storage, circulation, security, utilities, and other operational features necessary for the use.

Development and design standards shall be applied in accordance with the express objective requirements and performance standards contained herein while allowing the practical operation

of modern advanced manufacturing, business park, industrial, technology, manufacturing, data center, research, utility, logistics, and energy facilities.

4.8.2. Integrated Campus Design

Sunrise may be developed through individual parcels, Development Phases, Integrated Campuses, or combinations thereof in accordance with these Development Standards.

4.8.3. Shared District and/or Campus Infrastructure

Roads, utilities, parking, drainage, open space, stormwater facilities, energy facilities, security improvements, loading areas, access systems, and other infrastructure may be shared among multiple parcels, buildings, users, Principal Uses, Development Phases, or Integrated Campuses.

Shared facilities may be located on the same or separate parcels and may be established through easements, maintenance agreements, shared-use agreements, ownership arrangements, recorded agreements, or other legally sufficient instruments establishing the applicable access, use, ownership, operation, or maintenance rights.

No individual parcel, building, user, Principal Use, or Development Phase shall be required to independently provide infrastructure or operational facilities that are adequately provided through a shared or campus-wide system.

4.8.4. Internal Parcel Lines

Internal parcel lines within an Integrated Campus shall not require setbacks, screening, landscaping, separate access, separate parking, or separate operational facilities unless expressly required by applicable building, fire, life-safety, engineering, utility-clearance, or emergency-access requirements.

Buildings, parking areas, roads, utilities, drainage facilities, landscaping, open space, security facilities, and other shared improvements may cross or serve across internal parcel lines when the applicable property rights are established through ownership, easements, recorded agreements, or other legally sufficient instruments.

Internal parcel lines shall not be treated as exterior boundaries of the Integrated Campus for purposes of applying perimeter setbacks, screening, landscaping, or similar perimeter requirements.

4.8.5. Multiple Principal Uses

More than one principal use may be located on a lot, within a building, or within an Integrated Campus, provided each principal use is permitted within Sunrise.

Principal and Accessory Uses may share buildings, parking, loading areas, roads, utilities, drainage facilities, open space, landscaping, security systems, energy facilities, and other campus infrastructure.

A parcel containing multiple principal uses shall not be required to be subdivided solely because more than one use, tenant, operator, or facility is located on the parcel.

Multiple buildings or users within an Integrated Campus may rely upon shared infrastructure and operational facilities when adequate access, parking, utilities, drainage, fire protection, and other required services are provided.

Each Principal Use shall comply with these Development Standards. Where these Development Standards allow facilities, improvements, or requirements to be shared, coordinated, or distributed among multiple parcels, buildings, Principal Uses, Development Phases, or an Integrated Campus, compliance may be demonstrated on a parcel-wide, campus-wide, or shared-facility basis, provided the total applicable requirement is satisfied for the area or uses served and any necessary access, use, ownership, operation, or maintenance rights are established through ownership, easements, recorded agreements, or other legally sufficient instruments.

4.8.6. Grading & Retaining Walls

Grading, retaining walls, slopes, berms, and related site improvements may be designed as necessary to accommodate buildings, roads, utilities, drainage, security, equipment, and operational requirements. Where visible from public roads or existing occupied residential properties, retaining walls may incorporate materials, articulation, landscaping, berming, or other treatments to reduce visual impacts, provided such treatments do not interfere with engineering, drainage, safety, utility, or operational requirements.

5

OPEN SPACE

SECTION 5 – OPEN SPACE

A minimum of five percent (5%) of the gross land area within the Sunrise Area shall be maintained as Open Space.

Open space may be distributed across multiple contiguous parcels, Development Phases, or Integrated Campuses and shall not be required separately on each individual lot, provided compliance is demonstrated for the applicable development area.

Qualifying open space may include undeveloped land, wetlands, steep slopes, drainage areas, stormwater facilities designed as landscape features, landscaped setbacks, building and parking-lot landscape areas, trails, recreational areas, and land preserved for resource protection.

Required setbacks may count toward the open-space requirement when maintained in a qualifying open-space condition.

Open space shall be identified on an applicable subdivision plat, site plan, landscape plan, or other Town-approved document.

Open space shall be owned and maintained by the Master Developer, a property owners' association, an individual property owner, a public or utility entity, or, if not one of the foregoing entities, another party legally responsible for maintenance under an ownership interest, easement, recorded agreement, or other enforceable instrument.

6

OPERATIONAL & PERFORMANCE STANDARDS

SECTION 6 – OPERATIONAL & PERFORMANCE STANDARDS

6.1. HOURS OF OPERATION

Permitted uses may operate twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays.

Deliveries, loading, maintenance, shift changes, equipment testing, utility operations, security operations, continuous-process operations, and other activities associated with a Permitted or Accessory Use may occur at any time.

6.2. NOISE

Operations, including power generation, mechanical equipment, cooling systems, emergency generators during routine testing, and other operational equipment, shall comply with the following maximum sound levels measured at the applicable receiving-property boundary:

6.2.1. Daytime Noise Limits

Daytime is 7:00 a.m. to 10:00 p.m. on weekdays and 9:00 a.m. to 10:00 p.m. on weekends and Fairfield Town legal holidays.

- Sixty dBA (60 dBA) where the receiving property is occupied by or approved for a residential use; and
- Seventy-nine dBA (79 dBA) at all other receiving properties.

6.2.2. Nighttime Noise Limits

Nighttime is 10:00 p.m. to 7:00 a.m. on weekdays and 10:00 p.m. to 9:00 a.m. on weekends and Fairfield Town legal holidays.

- Fifty-five dBA (55 dBA) where the receiving property is occupied by or approved for a residential use: and
- Seventy-two dBA (72 dBA) at all other receiving properties.

Construction activities conducted under valid permits, public works projects, utility maintenance, emergency repairs, and emergency backup-power operations are exempt from these operational noise limits.

6.3. NOISE MEASUREMENT

Sound shall be measured at the boundary of the property receiving the noise, and the standard applicable to the receiving property shall govern.

Measurements shall be made with an A-weighted sound-level meter meeting applicable ANSI standards for a Type 2 instrument or better.

Except for impulsive or short-duration sound, compliance shall be based on an average sound level measured over a representative period of at least ten minutes.

Measurements shall reflect representative operating conditions and shall not rely on readings materially affected by weather, traffic, aircraft, agricultural activity, or other unrelated sound sources.

Where documented ambient conditions prevent an accurate measurement, testing shall be repeated under representative conditions using the measurement standards established in this Section.

6.4. GENERATORS, COMMISSIONING & REQUIRED TESTING

Routine testing and maintenance of emergency generators, fire pumps, backup systems, alarms, and similar life-safety or reliability equipment shall be permitted and should occur during daytime hours.

Testing at other times may occur where required by manufacturers, utilities, insurers, customers, regulators, commissioning needs, or operational necessity.

Temporary noise associated with startup, shutdown, commissioning, calibration, performance testing, maintenance, repairs, and utility restoration shall also be permitted for the minimum duration necessary.

Where practicable, operators shall use scheduling, equipment placement, temporary barriers, or other reasonable measures to reduce impacts on nearby non-Sunrise properties.

6.5. EMERGENCY OPERATIONS

Emergency operation of generators, fire pumps, backup systems, warning devices, and other equipment necessary to protect life, property, infrastructure, or continuity of essential operations shall be exempt from the ordinary noise limits for the duration of the emergency.

This exemption shall not apply to routine operation undertaken primarily to avoid compliance.

6.6. TONAL, IMPULSIVE & LOW-FREQUENCY SOUND

Where a stationary source produces a clearly identifiable pure tone, cyclically varying sound, or repetitive impulsive sound, the otherwise applicable limit shall be reduced by five dBA (5 dBA).

Warning signals, safety alarms, pressure-relief devices, and emergency signals shall be exempt from this adjustment.

Low-frequency sound shall not constitute a violation unless it exceeds an expressly applicable numerical standard established by these Development Standards or applicable law.

6.7. ENFORCEMENT & MITIGATION

Testing may be performed by Fairfield Town, its authorized representative, or a qualified acoustical professional retained by the Town or property operator.

Equipment shall be properly calibrated, and testing shall document the measurement location, operating conditions, weather, ambient sound, equipment used, and results.

A single reading affected by unrelated or abnormal sound shall not establish a violation.

Before formal enforcement, the operator shall be given notice and a reasonable opportunity to investigate and correct the condition, except where an immediate public-health or safety threat exists.

Confirmed violations may be addressed through equipment maintenance, silencers, enclosures, barriers, relocation, operational adjustments, revised testing schedules, or other technically appropriate mitigation.

6.8. EMISSIONS & OPERATIONAL IMPACTS

Operations shall comply with applicable federal, state, and local laws and regulations relating to emissions, dust, odor, vibration, smoke, air quality, glare, heat, hazardous materials, and environmental protection.

Compliance with the express emissions, noise, lighting, vibration, dust, odor, hazardous-material, and other applicable performance standards shall constitute compliance with this Section.

Compliance shall be evaluated at the applicable property boundary or other measurement location established by these Development Standards or applicable law.

Temporary construction, commissioning, testing, maintenance, emergency, and regulatory activities shall be subject to the exceptions and standards established in these Development Standards and applicable law.

6.9. FUEL, CHEMICALS, GASES & PROCESS MATERIALS

Fuel, chemicals, gases, process materials, treatment materials, and hazardous materials may be stored and used when accessory or reasonably related to an approved use and handled in accordance with the applicable federal, state, and local laws, and applicable regulatory requirements.

Storage and handling areas shall incorporate containment, access control, separation, ventilation, monitoring, fire protection, and emergency-response measures required by applicable federal, state, and local laws and applicable regulatory requirements.

Storage and handling may include tanks, vessels, cylinders, pipelines, distribution systems, process equipment, and related facilities necessary for the approved use.

These Development Standards shall not impose separate quantity limitations beyond those required by applicable law unless a project-specific limitation is expressly established through an individual approval.

6.10. OUTDOOR TESTING, DEMONSTRATION & COMMISSIONING

Outdoor testing, product demonstrations, equipment commissioning, calibration, research, training, and operational activities may be conducted when associated with a permitted or approved use.

Outdoor operational areas may include testing pads, equipment yards, vehicle-test areas, demonstration areas, prototype-development areas, commissioning areas, and similar facilities reasonably necessary for an approved use.

Outdoor testing and commissioning shall comply with applicable noise, lighting, safety, environmental, access, and screening standards, subject to the temporary and emergency exceptions established in these Development Standards.

Temporary increases in noise, lighting, traffic, equipment operation, or other activity associated with commissioning, required testing, calibration, maintenance, or regulatory approval shall be permitted when conducted in accordance with applicable permits, approved plans, or regulatory requirements.

Outdoor testing and demonstration areas visible from primary public roads or adjacent residential properties shall use distance, building placement, landscaping, berms, fencing, walls, topography, or other reasonable measures to reduce visual impacts where practicable.

6.11. FIRE PROTECTION & EMERGENCY PLANNING

Fire-water storage, pumps, hydrants, fire-suppression systems, emergency access, emergency communication systems, and similar life-safety infrastructure may be located on individual or shared parcels and may serve multiple buildings, users, or Development Phases.

Operators shall prepare emergency-response or hazardous-material plans when required by an adopted building or fire code, or applicable state or federal regulatory requirements.

7

UTILITIES, ENERGY & INFRASTRUCTURE

SECTION 7 – UTILITIES, ENERGY & INFRASTRUCTURE

7.1. MECHANICAL, UTILITY, ENERGY & OPERATIONAL INFRASTRUCTURE

Mechanical equipment, cooling systems, generators, electrical substations, battery-energy-storage systems, water and wastewater facilities, telecommunications equipment, energy systems, and similar infrastructure are permitted as principal or accessory facilities in accordance with the applicable use table.

Such facilities may serve one or more parcels, buildings, users, campuses, or Development Phases.

Operational equipment may be located inside a building, on a rooftop, at ground level, within an equipment yard, or on a separate parcel based on engineering, operational, safety, security, and regulatory requirements.

Screening shall not be required when screening would interfere with ventilation, cooling, heat dissipation, electrical clearance, maintenance access, safety, security, emergency access, utility access, regulatory requirements, or proper equipment operation.

Where full screening is impracticable, alternative methods such as distance, building placement, partial screening, landscaping, berms, topography, or architectural treatment may be used to reduce visibility.

7.2. UTILITY INFRASTRUCTURE

Utility infrastructure may be located aboveground or underground based on operational, engineering, safety, security, service-provider, and regulatory requirements.

Easements, utility corridors, substations, switchyards, transmission and distribution facilities, water tanks, pump stations, lift stations, wastewater systems, telecommunications facilities, energy infrastructure, and similar improvements may be located on separate parcels or shared among multiple users, buildings, campuses, or Development Phases and shall be deemed permitted uses within Sunrise.

Utility infrastructure may be expanded, replaced, upgraded, or reconfigured as necessary to serve approved uses without amendment to these Development Standards, provided required permits and approvals are obtained.

Approved users may construct, own, operate, expand, replace, and reconfigure on-site and off-site utility infrastructure reasonably necessary to serve an approved use, including water supply, water storage, wastewater, telecommunications, transmission, distribution, switchyard, substation, and private-road infrastructure, subject to applicable permits and recorded property rights.

7.3. REDUNDANT & BACKUP SYSTEMS

Redundant utility systems, backup power, backup water, fuel storage, emergency generators, battery-energy-storage systems, cooling redundancy, telecommunications redundancy, and similar reliability improvements are permitted when associated with an approved use.

Redundant systems shall not be considered unnecessary duplication when required for operational continuity, customer requirements, security, safety, insurance, utility service, or regulatory compliance.

Redundant systems may be located on the same parcel, on a separate parcel, or within a shared campus facility.

7.4. PROCESS WATER, COOLING WATER & WASTEWATER SYSTEMS

Industrial and business park users may incorporate process-water, cooling-water, water-reuse, recycling, pretreatment, storage, treatment, and wastewater-management systems necessary for approved operations.

On-site or shared water, cooling, treatment, and wastewater facilities are permitted as principal or accessory infrastructure, subject to applicable objective engineering requirements and required regulatory permits.

Cooling systems may include air-cooled, closed-loop water-cooled, hybrid, recycled-water, or other cooling technologies appropriate to the approved use and compliant with applicable development, engineering, safety, environmental, and regulatory requirements.

7.5. STORMWATER & DRAINAGE

Stormwater facilities may be shared across parcels and Development Phases and may be incorporated into open space, landscape areas, utility corridors, setbacks, or other portions of a District or an Integrated Campus when designed to maintain the intended function of those areas.

Stormwater facilities may include detention, retention, infiltration, conveyance, reuse, treatment, and water-quality improvements complying with applicable engineering requirements.

Temporary stormwater and drainage facilities may serve phased development until permanent improvements are completed.

7.6. STORMWATER PERMITTING APPLICABILITY

Where no navigable waters are located within the Cedar Valley, no separate local SWPPP requirement shall apply solely on that basis. A Stormwater Pollution Prevention Plan, UPDES permit, or other stormwater authorization shall be required only to the extent expressly required by applicable federal or state law.

7.7. ENERGY GENERATING FACILITIES

Energy generating facilities are permitted within Sunrise in accordance with the Permitted Use Table of these Development Standards. Such facilities may be located on an individual parcel, on a shared infrastructure parcel, or as part of an Integrated Campus and may serve one or more users, buildings, parcels, campuses, or Development Phases.

Energy generation, conversion, storage, transmission, distribution, switching, interconnection, microgrid, backup, and related infrastructure may be located, configured, and operated based on engineering, operational, utility, safety, security, reliability, and regulatory requirements.

Energy facilities may:

- Serve one or more buildings, users, parcels, districts, campuses, or Development Phases;
- Provide primary, supplemental, backup, redundant, emergency, or reliability power;
- Connect directly to the electrical grid;
- Serve users through a utility-metered, master-metered, shared, campus-wide, private-distribution, or behind-the-meter arrangement;
- Operate as part of a microgrid or other integrated energy system;
- Include associated substations, transformers, switchgear, transmission and distribution facilities, energy-storage systems, fuel systems, cooling systems, controls, metering equipment, interconnection equipment, and other infrastructure reasonably necessary for the energy facility; and
- Be owned or operated by the Developer, an individual end user, a utility provider, a third-party energy provider, or another authorized entity.

The location of a user or facility on the utility side or customer side of a meter, the point of electrical delivery, the ownership of electrical facilities, or the use of a direct-utility, shared, master-metered, private-distribution, microgrid, or behind-the-meter arrangement shall not affect the eligibility of the energy facility or served use within Sunrise.

Changes in generation technology, equipment, fuel source, storage technology, electrical configuration, interconnection arrangement, metering arrangement, point of delivery, ownership, or utility-service configuration shall not require amendment of these Development Standards so long as the resulting use remains within an approved energy-use category and complies with applicable development, safety, environmental, utility, and regulatory requirements.

Rooftop solar, building-integrated solar, solar canopies, and solar equipment incorporated into an otherwise permitted building, parking area, utility system, or campus infrastructure shall be permitted and shall not be considered a solar farm for purposes of any limitation applicable to solar farms.

Wind-energy generation is prohibited where expressly provided by these Development Standards.

7.8. DECOMMISSIONING OF SPECIALIZED FACILITIES

Where required by applicable federal or state law, specialized energy, utility, battery-storage, or regulated facilities shall include any decommissioning, closure, or site-restoration plan.

No Town-imposed decommissioning, financial-assurance, or site-restoration requirement shall apply to a federally licensed facility except to the extent expressly authorized by applicable law, not preempted by federal law, and stated in the Development Agreement.

8

DEVELOPMENT & OPERATIONAL FLEXIBILITY

SECTION 8 – DEVELOPMENT & OPERATIONAL FLEXIBILITY

8.1. PHASED DEVELOPMENT

Improvements may be constructed in phases based on market demand, infrastructure availability, user requirements, and construction sequencing.

Temporary roads, parking, utilities, drainage facilities, construction offices, staging areas, fencing, security improvements, and operational improvements are permitted during development when shown on an approved phasing or construction plan.

A temporary condition created by phased development shall not require full buildout of improvements intended primarily to serve a later phase, provided adequate access, fire protection, safety, drainage, parking, and utility service are maintained for the active phase.

8.2. INCIDENTAL SUPPORTING USES

Research, development, laboratory, office, technology, educational, data-related, manufacturing, and industrial uses may include incidental, accessory, or appurtenant uses related to or supportive of the principal use.

Incidental supporting uses may include:

- Manufacturing and assembly;
- Fabrication and machining;
- Prototyping and product development;
- Testing, calibration, and quality control;
- Repair and maintenance;
- Packaging and labeling;
- Storage and warehousing;
- Shipping, receiving, and distribution;
- Training and demonstration activities;
- Administrative and office functions;
- Customer, contractor, and technical support; and
- Other activities that support, serve, facilitate or are conducted in connection with the Principal Use.

Incidental supporting uses are permitted Accessory Uses and may occur within the principal building, within accessory buildings, within outdoor operational areas, or elsewhere within an Integrated Campus.

An incidental supporting use shall not require separate land-use approval when it remains subordinate or related to an approved principal use and complies with applicable development and performance standards.

8.3. SIMILAR USES & EVOLVING TECHNOLOGIES

Technologies, equipment, systems, processes, facilities, and operational methods not specifically identified in these Development Standards are permitted when used in connection with, incorporated into, or supportive of a permitted Principal Use or Accessory Use and when compliant with the applicable express objective development and performance standards.

The fact that a technology, equipment type, system, process, facility, or operational method is not specifically named in these Development Standards shall not constitute a basis for denial or require amendment of these Development Standards when it is used in connection with a permitted Principal Use or Accessory Use and does not constitute an expressly prohibited Principal Use.

Any use-classification determination shall be made administratively based solely on the express provisions of these Development Standards and shall not require Planning Commission or Town Council approval.

8.4. EMPLOYEE & CAMPUS SUPPORT AMENITIES

Cafeterias, food service, conference and training facilities, fitness areas, first-aid or occupational-health rooms, childcare facilities, outdoor seating, plazas, shaded gathering areas, walking paths, employee amenity areas, employee recreation areas, outdoor gathering spaces, convenience services, and similar amenities are permitted as Accessory Uses serving employees, visitors, and businesses. Such amenities may be shared among multiple users, parcels, or campuses.

9

MAINTENANCE, MODIFICATIONS & ALTERNATIVE COMPLIANCE

SECTION 9 – MAINTENANCE, MODIFICATIONS & ALTERNATIVE COMPLIANCE

9.1. CONTINUATION OF APPROVED USES & FACILITIES

A use, building, facility, infrastructure system, equipment system, site improvement, or operational feature lawfully approved in accordance with these Development Standards may continue after a subsequent amendment to Fairfield Town standards.

A later change in generally applicable Town standards shall not require the removal, relocation, reconstruction, modification, or discontinuance of an approved use or facility unless:

- Modification is required by applicable federal or state law;
- The approved use or facility creates an immediate threat to public health or safety;
- The owner voluntarily proposes an expansion or change that is subject to the later standard.

This section shall be interpreted together with the Development Agreement and applicable vested-rights provisions.

9.2. MAINTENANCE, REPAIR, REPLACEMENT & MODERNIZATION

Ordinary maintenance, repair, replacement, modernization, and technology upgrades to buildings, equipment, infrastructure, utilities, security systems, and operational improvements shall not require amendment to these Development Standards, provided the approved use classification is unchanged and applicable permits are obtained.

9.3. MINOR SITE & BUILDING MODIFICATIONS

Minor modifications to buildings, parking, loading, circulation, equipment areas, utilities, landscaping, screening, or other site improvements shall be approved administratively when the modification remains within a permitted or approved use category and complies with applicable objective development and performance standards.

10

DEFINITIONS & RULES OF INTERPRETATION

SECTION 10 – DEFINITIONS & RULES OF INTERPRETATION

For purposes of these Development Standards, the following terms shall have the meanings set forth below. Terms not specifically defined herein shall be interpreted according to their ordinary and commonly understood meaning, unless otherwise expressly provided in the Development Agreement.

- "Accessory Use" means an activity, facility, equipment system, infrastructure, building, structure, improvement, or other use that supports, serves, or is reasonably related to the operation, reliability, maintenance, security, utility service, employees, customers, construction, or functioning of a permitted Principal Use. An Accessory Use may serve one or more buildings, parcels, tenants, users, Principal Uses, Integrated Campuses, or Development Phases and shall not be required to be located on the same parcel as the Principal Use it serves. Accessory Uses identified with an "A" classification in the Use Table are permitted when associated with a permitted Principal Use and shall not require separate land-use approval unless these Development Standards expressly provide otherwise. An Accessory Use shall not constitute a separate Principal Use solely because it is located in a separate building, outdoor area, or parcel.

- "Architectural Review Committee" or "ARC" means the private architectural or design-review body established by the Master Developer pursuant to the Development Agreement or applicable project governing documents to review those architectural, signage, landscape, or design matters expressly assigned to the ARC. ARC review is a private project-design review and shall not constitute or create a separate Fairfield Town land-use approval, discretionary approval, or public hearing requirement.

- "Development Phase" means any portion of Sunrise that is developed, constructed, improved, or placed into operation independently or sequentially as part of the overall development. A Development Phase may include one or more parcels, buildings, Principal Uses, Accessory Uses, infrastructure systems, roads, utilities, parking areas, open-space areas, or other site improvements and shall not be required to constitute a separate lot, ownership area, or Integrated Campus. Development Phases may be established or modified based on market demand, user requirements, infrastructure availability, financing, construction sequencing, or other development considerations without requiring amendment of these Development Standards, provided the applicable development and performance standards are satisfied.

- "Integrated Campus" means one or more parcels, lots, buildings, facilities, Principal Uses, Accessory Uses, or Development Phases within Sunrise that are planned, developed, operated, or served as a coordinated development. An Integrated Campus may share roads, access, parking, utilities, drainage, stormwater facilities, landscaping, open space, security, signage, energy systems, loading facilities, infrastructure, or other facilities and services. An Integrated Campus may include multiple owners, tenants, operators, users, parcels, or buildings and shall not require common ownership, a single tenant, or a single parcel.

- "Master Sign Plan" means a coordinated signage plan for an Integrated Campus, Multi-tenant Development, Development Phase, or other defined area within Sunrise. A Master Sign Plan may establish the types, locations, dimensions, materials, lighting, tenant panels, directories, entrance signs, monument signs, directional signs, wayfinding signs, temporary signs, and other signage applicable within the area covered by the plan. A Master Sign Plan may serve multiple parcels, buildings, tenants, users, or Development Phases and shall not be required to correspond to individual parcel or ownership boundaries.

- "Multi-tenant Development" means a building, parcel, group of buildings, Integrated Campus,

or Development Phase containing or intended to contain two or more tenants, businesses, occupants, operators, or users. A Multi-tenant Development may include shared entrances, access, parking, utilities, loading areas, landscaping, open space, signage, directories, security, infrastructure, or other common facilities and shall not require common ownership or subdivision into separate parcels.

» "Principal Use" means a primary land use conducted on a parcel or lot, within a building or facility, or within an Integrated Campus and identified as a permitted use within Sunrise. More than one Principal Use may be located on the same parcel, within the same building, or within an Integrated Campus, and the presence of multiple Principal Uses shall not by itself require subdivision, separate ownership, or separate infrastructure. Activities, equipment, facilities, and improvements that are Accessory Uses or incidental to a Principal Use shall not constitute separate Principal Uses solely because they are located in a separate building, outdoor area, or parcel.

10.1. RULES OF INTERPRETATION

Unless expressly stated otherwise, singular and plural terms shall be interchangeable. References to a parcel, building, user, campus, or Development Phase shall not be interpreted to prohibit shared, campus-wide, multi-user, or multi-parcel development where otherwise permitted by these Development Standards. Where the term "may" is used to describe a use, activity, facility, improvement, equipment, location, configuration, or right of a property owner, developer, tenant, or operator, the term means that the item is permitted and shall not be interpreted to require discretionary Town approval unless expressly stated otherwise.