



REQUEST FOR COUNCIL ACTION

Presenter: Larry Gardner

Meeting Date Requested: 11/4/2020

Department: Community Development

Date Final Action Required: 11/4/2020

Meeting Type: ☐ Work Session ☐ Public Hearing ☐ Business Item ☒ Other Consent

Action Requested: ☐ Provide Information ☐ Request Feedback ☒ Decision ☐ Other

Time Requested: Total Time: (Presentation Time: Council Discussion:)

Signatures:

Submitter: Larry D. Gardner
Larry D. Gardner (Oct 29, 2020 15:56 MDT)

Dept. Head: Scott Langford
Scott Langford (Oct 29, 2020 16:01 MDT)

Reviewed as to Form: Duncan Murray
Duncan Murray (Oct 29, 2020 15:59 MDT)

Executive: Melby

Council Office: Alan Ruhl

AGENDA SUBJECT:

Ordinance No. 20-35 regarding the Master Development Agreement and Master Development Plan for Jones Ranch, 592 acres of property located at approximately 8800 S U-111.

PURPOSE FOR COUNCIL TIME:

Decision on Jones Ranch Master Development Agreement and Master Development Plan.

SUMMARY:

Continued from the October 28, 2020 City Council meeting. The City Council by unanimous vote directed staff to make modifications to the Master Development Agreement for Jones Ranch. The modifications as directed include deleting all of Section 4.7, as well as the last line of Section 4.4. The changes are implemented in the new Master Development Agreement. There are no changes to the Master Development Plan, and it is the same as the Master Development Plan from the October 28, 2020 City Council meeting.

TIME SENSITIVITY / URGENCY: Urgent.

BUDGET IMPACT:

The City will be accepting miles of roadways; arterial, collector and neighborhood, miles of water, sewer, storm drain lines all of which will be initially installed by the developer and dedicated or turned over to the city for perpetual maintenance. All systems will be

constructed to adopted city standards. Impact fees will be collected to pay the costs of system construction and for police, fire and parks. The increased property taxes from the development of the property from a property tax based on agriculture to a property tax based on residential and commercial will offset the cost of the perpetual maintenance. Parks, trails and open space will be maintained by the Jones Ranch Homeowners Association.

STAFF RECOMMENDATION:

Staff recommends approval of consent agenda.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission forwards a positive recommendation for the Jones Ranch Master Development Agreement and Jones Ranch Master Development Plan.

MOTION RECOMMENDED:

I move to approve the consent agenda.

PACKET ATTACHMENT(S) (Embed Electronically)

1. Ordinance No. 20-35
2. Jones Ranch Master Development Agreement
3. [Jones Ranch Master Development Plan](#) (link embedded electronically)
4. [Exhibit E - to the MDA](#) (link embedded electronically)

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

ORDINANCE NO. 20-35

**AN ORDINANCE APPROVING THE JONES RANCH
MASTER DEVELOPMENT PLAN AND MASTER DEVELOPMENT
AGREEMENT FOR 592 ACRES OF PROPERTY LOCATED AT
APPROXIMATELY 8800 S U-111, AS DEFINED IN THE REQUEST FOR
COUNCIL ACTION REPORT, PERMITTING A MAXIMUM RESIDENTIAL
DENSITY OF 2,960 RESIDENTIAL UNITS**

WHEREAS, the City of West Jordan (“City”) adopted the West Jordan City Code (“City Code”) in 2009, which provides for master planned developments; and

WHEREAS, an application (“Application”) was made by Ivory Development and certain property owners (“Applicant”) for approval of a Master Development Plan (“MDP”) and a Master Development Agreement (“MDA”) to allow for 2,960 residential units on 592 acres of property (“Property”) located at approximately 8800 S U-111 (“Jones Ranch Development”) in a planned community zone (“Planned Community Zone” or “PC Zone”); and

WHEREAS, The Jones Ranch Development MDA and MDP describe certain conditions for development of 2,960 residential lots at a maximum density of 5 dwelling units per acre on property (“Property”) containing approximately 592 acres, generally located at 8800 South U-111 (parcel numbers: 20334000140000, 604100080000, 26032510010000, 2603200050000, 2603100070000, 2604200010000, 2604100020000, 2604200070000, and 2034300013000), more specifically described in Exhibit A of the MDA; and

WHEREAS, on February 4, 2020, the MDP for the Jones Ranch Development was reviewed by the Planning Commission, which held a public hearing and which forwarded a positive recommendation to the West Jordan City Council (“City Council”) for its approval of said MDP, which will allow for the Jones Ranch Development; and

WHEREAS, a public hearing was held before the City Council on September 30, 2020 regarding the MDP and MDA for the Jones Ranch Development; and

WHEREAS, the City Council has determined that:

1. the proposed development plan is consistent with the intent of the goals and policies of the general plan and the purpose of the zone district in which the plan is located; and
2. the proposed site development plan’s building heights, building locations, access points and parking areas will not negatively impact adjacent properties or the surrounding neighborhood; and
3. the proposed development promotes a functional relationship of structures to one another, to open spaces and to topography both on the site and in surrounding neighborhood; and

4. the height, location, materials, color, texture, area, setbacks and mass, as well as parts of any structure (buildings, walls, signs, lighting, etc.) and landscaping, is appropriate to the development, the neighborhood and the community; and
5. ingress, egress, internal and external pedestrian and traffic circulation, off-street parking facilities, loading and service areas, and pedestrian ways are designed to promote safety and convenience; and
6. the architectural character of the proposed development is in harmony with and compatible to those structures in the neighboring environment and the architectural character desired for the city, avoiding excessive variety or monotonous repetition; and
7. public facilities and services intended to serve the subject development, including, but not limited to, roadways, parks and recreational facilities, schools, police and fire protection, storm water drainage systems, wastewater, power and refuse collection have been addressed and a plan to construct said facilities by the Applicant has been outlined in both the MDP and the MDA; and
8. the Applicant fully understands and has acknowledged that there is not an adequate water supply available for Jones Ranch Development without the construction of significant water related infrastructure either by (i) the City in its sole discretion on its timeframe, or (ii) by the Applicant.

WHEREAS, the City Council has determined that it is in the best interest of the public health, safety, and welfare of the City of West Jordan to adopt the MDP and MDA for the Jones Ranch Development.

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

Section 1. Findings Regarding Modification of Open Space Requirements. The City Code provides for specific open space requirements ("Open Space Requirements") for development in the Planned Community Zone. The City Council finds that the modification ("Modification") to the Open Space Requirements and the resulting anticipated benefits flowing therefrom to the City, as specifically provided in the MDP and the MDA and generally summarized as follows, are in the best interests of the City of West Jordan:

- a. The MDA provides for a reduction in open space from a minimum acreage of twenty percent (20 %) to a minimum acreage of seventeen percent (17%).
- b. The benefits anticipated as a result of the Modification include:
 - (i) the impact of an increase of commercial development acreage to 35 acres (described in Section 1.4.1(vi) of the MDA and on page 13 of the MDP); and
 - (ii) the encumbrance of some of the private property portion of the Property (in the Barney's Creek area and other areas) for easements in favor of the City, to be depicted on subdivision plats, for open space, storm drainage, and other municipal uses, even though the City Code does not count the thirty percent (30 %) or higher sloped areas as open space (in the Barney's Creek area and other areas), which would increase the total open space to close to twenty percent (20 %) if counted; and

- (iii) an increase from approximately 8.5 acres to a minimum of 35.3 total acres of groomed (active) open space and parks, of which 21.3 acres of said space is specifically described in Section 1.4.1 (iv) of the MDA and on page 25 of the MDP, and with an additional 14 acres of groomed open space and parks in the Village areas referenced on the same page of the MDP, so that there are more active open space and park locations closer to each of the dwelling units (for easier accessibility by the homeowners).

Section 2. Approval of Master Development Agreement and Master Development Plan. The Jones Ranch Master Development Agreement (MDA) and Master Development Plan (MDP) are hereby approved, effective only after and subject to the City Council, in its sole legislative discretion, adopting the general plan land use map and zoning map ordinance for the PC Zone requested by the Applicant.

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

Section 4. Effective Date. Subject to and expressly conditioned upon the City Council in its sole legislative discretion first adopting the general plan land use map and zoning map ordinance requested by the Applicant, this Ordinance shall become effective upon posting or publication as provided by law if any of the following occur:

- a. The Mayor signs the Ordinance as provided by law; or
- b. The Mayor vetoes the Ordinance as provided by law and at the City Council's next meeting following the Mayor's veto the City Council passes the Ordinance over the Mayor's veto by an affirmative vote of at least five (5) City Council members; or
- c. The Mayor fails to sign the Ordinance within fifteen (15) days after the City Council presents the Ordinance to the Mayor.

PASSED BY THE CITY COUNCIL OF WEST JORDAN, UTAH, THIS _____ DAY OF _____, 20_____.

CITY OF WEST JORDAN

By: _____
Christopher McConnehey
Council Chair

ATTEST:

Cindy M. Quick, MMC
Council Office Clerk

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CERTIFICATE OF PUBLICATION

I, Tangee Sloan, certify that I am the City Recorder of the City of West Jordan, Utah, and that the
foregoing ordinance was published/posted in the Salt Lake Tribune, on the _____ day of _____,
20_____, pursuant to law.

Tangee Sloan
City Recorder

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

City of West Jordan
Attention: City Clerk
8000 South Redwood Road
West Jordan, Utah 84088

For Recording Purposes Do
Not Write Above This Line

**MASTER DEVELOPMENT AGREEMENT
JONES RANCH**

This Master Development Agreement (this “**Agreement**”) is made and entered into and made effective as of the ____ day of _____, 2020 (the “**Effective Date**”) by and between **WEST JORDAN CITY**, a municipality and political subdivision of the State of Utah (“**City**”) and **IVORY DEVELOPMENT, LLC**, a Utah limited liability company, or its successors or assigns as described in Sections 7.1 and 8.16 below (“**Master Developer**”). City and Master Developer may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

A. Master Developer has applied to City for approval of a rezone of the project known as Jones Ranch (the “**Project**”), which would cause the property described in **Exhibit A** (the “**Property**”) to be included in the PC zoning district. The Project is currently planned for development in multiple phases for residential, institutional, recreational, and commercial uses, as permitted in the PC zoning district.

B. Master Developer has submitted, and City has reviewed, the application package, including this Agreement, pursuant to the requirements of the City Code and related protocols and policies and other applicable zoning, engineering, fire safety and building requirements.

C. The resulting approved master development plan (“**Master Development Plan**”), engineering drawings, development standards, street sections maps, street cross sections, landscape plans, conveyance documents, title reports and other documents submitted to and approved by the City and expressly referred to in this Agreement, including the Master Development Plan, during City’s review and approval process will be referred to herein as the “**Development Documents.**”

D. Pursuant to the authority of Utah Code Ann. § 10-9a-102(2) and the specific provisions of the City Code, City has determined to enter into this Agreement with Master Developer for the purpose of formalizing certain obligations of the Parties with respect to the Project, and such other matters as City and Master Developer have agreed.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS, LEGAL AUTHORITY AND PURPOSE

1.1 Definitions.

- 1.1.1 “**Agreement**” has the meaning set forth in the Preamble.
- 1.1.2 “**Amenities**” means amenities (both public and private) described in the Plan.
- 1.1.3 “**Applicable Law**” has the meaning set forth in Section 8.5 below.
- 1.1.4 “**Buildout**” means the completion of all development in the Project.
- 1.1.5 “**City**” has the meaning set forth in the Preamble.
- 1.1.6 “**City Code**” means the West Jordan City Code in effect on November 15, 2019.
- 1.1.7 “**Conditions**” has the meaning set forth in Section 1.5 below.
- 1.1.8 “**Developer’s Invoices**” has the meaning set forth in Section 3.1.2 below.
- 1.1.9 “**Development Application**” means an application to City for development of a portion of the Property, including, but not limited to applications for site plan, subdivision, building permit or other permit, certificate or authorization from City required for development of the Property.
- 1.1.10 “**Development Documents**” has the meaning set forth in the Recitals.
- 1.1.11 “**Effective Date**” has the meaning set forth in the Preamble.
- 1.1.12 “**Land Use Authority**” for the Village Plan, subdivision plats, site plans and other planning approvals under this Agreement shall be as set forth in the City’s ordinances, regulations, and procedures, including any required public hearings.
- 1.1.13 “**Master Developer**” has the meaning set forth in the Preamble.
- 1.1.14 “**Offsite Water Improvements**” means those improvements for water service located outside of the Project and to be reimbursed in accordance with Section 3.1 below.

1.1.15 **“Open Space”** means areas within the Project that include natural areas, recreation and activity areas (including both active and passive areas), parks, pavilions, Amenities, trails, and other areas not dedicated as roads and not included within lots for private ownership.

1.1.16 **“Oversizing”** or **“upsizing”** means the installation of improvements larger or with greater capacity than required for the Project.

1.1.17 **“Plan”** means the Master Development Plan approved by the City Council on [_____, 20__] for the Project.

1.1.18 **“Private Amenity(ies)”** any Amenity owned or managed by private entity and not a Public Amenity.

1.1.19 **“Project”** has the meaning set forth in the Recitals.

1.1.20 **“Project Streets”** has the meaning set forth in Section 4.2 below.

1.1.21 **“Property”** has the meaning set forth in the Recitals.

1.1.22 **“Public Amenity(ies)”** has the meaning set forth in Section 2.1.3 below. **“City Infrastructure”** includes streets and streetlights; storm water, culinary water, and sanitary sewer facilities; etc., and is excluded from the term Public Amenity.

1.1.23 **“Reimbursable System Improvement Expenses”** has the meaning set forth in West Jordan City Code Sections 8-3B-1 *et seq.*, including Sections 8-3B-2 and 8-3B-4 and those costs described in separate reimbursement or pioneering agreements between Developer and City.

1.1.24 **“System Improvements”** means the following types of “oversized” or “system” improvements (that exceed Master Developer’s pro rata share (also known as proportionate share), as “system” and “proportionate” are defined by Utah Code Ann. §§ 11-36a-101, *et seq.*, pursuant to the City’s standard processes:

- A. Public Amenity(ies) identified on master plans for the City;
- B. Offsite improvements described in Sections 2.3 and 4.2 and identified on master plans for the City;
- C. Any improvements dedicated to the public that serve more than the Project; and/or
- D. The improvements described in Section 3.1 identified on master plans for the City.

1.1.25 **“Transfer Deed”** has the meaning set forth in Section 7.1 below.

1.1.26 **“UDOT”** means the Utah Department of Transportation.

1.1.27 “**Village Plan**” means a phase of the development shown in the Plan, also known as a phase sub-area development plan.

1.1.28 “**Village Plan Approval**” means the approval of a phase sub-area development plan by the Land Use Authority to a particular Village Plan for each phase of the Project.

1.2 **Laws and Purpose.** City and Master Developer represent that they have the legal authority to enter into and perform their respective obligations under this Agreement and that City has determined that this Agreement effectuates public purposes, objectives and benefits. The City’s Applicable Law, this Agreement, and the approved Development Documents and engineering plans will govern City and Master Developer with respect to development of the Project. City’s enactment of the ordinance approving this Agreement, and entering into this Agreement, are legislative acts allowed and authorized by Utah Code Ann. § 10-9a-101, et seq., including specifically Utah Code Ann. § 10-9a-102(2).

1.2.1 **Reserved Legislative Powers.** The Master Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all police powers that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation may not be applied to modify the vested rights of the Master Developer under this Agreement, including but not limited to the uses, densities, and configurations described in this Agreement and the Plan, provided, however, nothing in this Agreement shall prohibit the City to act based on facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as described in the Utah Supreme Court case of *Western Land Equities*. Unless in good faith the City declares an emergency, prior written notice of such shall be given to the public generally; if requested by Master Developer in writing, Master Developer shall be given an opportunity to be heard, in addition to other members of the public, with respect to the proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine.

1.2.2 **Conflicting Terms.** Except as otherwise specifically and clearly stated herein, the Development Documents and additional documents or agreements that may be entered by or among the Parties which govern the development of the project are to be interpreted to be complimentary to one another. However, should a conflict exist among the Development Documents, the hierarchy of governing provisions shall be as follows:

- (i) This Agreement (other than the Exhibits), and
- (ii) The ordinance adopting this Agreement;
- (iii) The Exhibits to this Agreement (including the Master Development Plan); and
- (iv) Applicable Law, as defined herein.

1.3 **Recitals and Exhibits.** The above Recitals and all Exhibits hereto are hereby incorporated by reference into this Agreement.

1.4 **Project Vesting.** City and Master Developer intend that this Agreement confirms that the Project is vested in accordance with this Agreement. By way of further clarification, the Project is vested with the right to develop and locate on the Property the uses, designs, and densities set forth in this Agreement, and to develop in accordance with dimensional requirements as allowed by Applicable Law. The Property is also vested with access to all publicly dedicated roads which adjoin or traverse any portion of the Property. The Parties intend that the rights granted to and the obligations of the Project hereunder are contractual and constitutional vested rights and include the rights that exist as of the Effective Date under statute, common law and at equity.

1.4.1 Density and Uses. The Project is vested with the right to the maximum densities and uses described in the Development Documents, including, specifically, the Plan, and all other uses available under Applicable Law. Master Developer and City have agreed to an allocation of total approved density into the villages generally depicted on the “Land Use Plan” within the Plan attached as Exhibit B. The total approved density for the Project is 2,960 total units with a gross density of five (5) units per acre. Master Developer may adjust village boundaries, areas identified for land use density designations, and acres devoted to a Use Type so long as an adjustment does not cause:

- (i) an increase in the approved acres by more than twenty percent (20%) for any given phase or village from what is shown on the Land Use Plan;
- (ii) any decrease in the approved acres of the VL or L village boundaries from what is shown on the Land Use Plan for such village boundaries (Villages 1, 2, 10, 11, 12, 13, and 14);
- (iii) a decrease by more than ten percent (10%) in the approved acres of the M village boundaries from what is shown on the Land Use Plan for such village boundaries;
- (iv) any decrease in the overall Open Space for the entire Project from the seventeen percent (17%) Open Space standard set for the Project;
- (v) any decrease in the Active (Groomed) Open Space for the entire Project from the 21.3 acres standard set for the Project;
- (vi) any decrease in the Commercial areas for the entire Project from the 35.0 acres standard set for the Project;
- (vii) the percent of residential units in the Project that are classified as attached townhomes to exceed seventeen percent (17%); or
- (viii) any increase in the total approved density for the entire Project to exceed 2,960 total units.

An adjustment that does not exceed the standards in the immediately preceding sentence shall be considered a minor adjustment that does not require City Council approval (each a “**Minor Adjustment**”). A Minor Adjustment may be approved in connection with a Village Plan Approval

[the process for which is described below in Section 2.1.1], site plan approval, or subdivision approval. Any effort to modify densities or uses beyond a Minor Adjustment shall require an amendment to this Agreement in accordance with Section 8.1.

The approved density range for each Use Type on the Land Use Plan is as follows:

Density Designation	Density Range
Very Low (VL)	Up to 2.5 units per acre
Low (L)	1.5 to 3 units per acre
Medium (M)	3.1 to 5.5 units per acre
High (H)	5.6 to 10 units per acre

1.4.2 Configuration. Each aspect of the Project is vested with the right to locate the approved densities, designs, and uses in the configurations generally depicted in the Plan, subject to the completion of site plans and subdivision plats in accordance with Applicable Law and this Agreement. The lot configurations and location of single-family attached residences may be generally shown in the Plan without necessity of submitting construction drawings to the City. The Commercial village may be located within more than one phase and approved in more than one Village Plan Approval. All subdivision and building permit requirements are required at the appropriate stages of development.

1.4.3 Development Elements. Each aspect of the Project is vested with the right to connect to existing public roads and infrastructure as depicted in the Plan, dependent upon final design (as reviewed and approved by the City), outside agency approval, etc., according to the hierarchy of Development Documents identified in Section 1.2.2. The design standards depicted in the Plan shall be treated as the approved “design standards” pursuant to any City Code requirement, and Master Developer shall not be obligated to apply a uniform design theme within the Project but may, because of its size and variety, approve and authorize different design elements so long as they are: (a) generally consistent with the elements described in the Plan; (b) approved by any architectural review process established by Master Developer; and (c) approved in writing by the City’s zoning administrator, according to West Jordan City Code Section 13-5J-10E and other Applicable Law. Final design plans may deviate from the Plan and other plans, as approved in writing by the City’s zoning administrator, according to West Jordan City Code Section 13-5J-10E and other Applicable Law. More particularly, the approval of a Village Plan, or such other final plats or site plans, may require deviations from the Plan for final grading, plan and profile of streets, intersection traffic control devices, intersections, traffic signals, turning lanes, center medians, drainage systems, channels and pipes, water systems, sewer systems, and any other similar elements of project design that are or may be encountered in the preparation of final engineering plans; but all such deviations from the Plan must be approved in writing by the City’s zoning administrator, according to West Jordan City Code Section 13-5J-10E and other Applicable Law. The Plan and this Agreement authorize setback, parking, height, open space and

other dimensional and location requirements, which rights are considered vested rights on which Master Developer may rely in developing the Project. The location of private rights of way within plats or site plans shall only be located within areas of Village Plans including High and Very Low density designations and shall be detailed in the Village Plan Approval. Notwithstanding anything to the contrary in this Section or in this Agreement, any deviation or variation from the Plan or other Development Documents shall be according to West Jordan City Code Section 13-5J-10E and other Applicable Law.

1.4.4 *Land Disturbance Permit.* Master Developer shall satisfy and comply with all the requirements of the City Code Title 11 Land Disturbance, as in effect as of the Effective Date. The City shall allow Master Developer to grade additional property during the final plat approval process, by considering a larger area than a single phase within the grading and land disturbance portion of the plans.

1.5 **Conditions Precedent.** Consistent with Section 1.2.1, each of the Parties (City and Master Developer) is entering into this Agreement in anticipation of the satisfaction of certain conditions precedent, which, if not satisfied, will frustrate the purposes of this Agreement. Accordingly, if the Conditions are not satisfied or otherwise waived by the Parties, this Agreement shall be rendered null and void and none of the Parties shall have any further obligation to the other arising out of this Agreement. The Parties recognize that the Conditions will be satisfied contemporaneously with or prior to the execution of this Agreement, but such Conditions have been identified herein for purposes of setting forth the intent of the Parties. A failure to meet the Conditions as described below shall cause the Agreement to be voidable by either Party hereto. For purposes of this Agreement, the following shall constitute the “**Conditions**,” to be approved in the following order:

1.5.1 All signatures by the Master Developer and all current property owners on the Agreement before the City Council considers approval of the Agreement;

1.5.2 the final approval and acceptance of this Agreement, including the Master Development Plan, by the City Council; and

1.5.3 the adoption of a zoning map ordinance for the development simultaneous with the approval of this Agreement. The rights of the Master Developer are expressly conditioned upon the City, in its sole discretion, adopting the zoning map ordinance.

1.6 **Separate Development Agreements.** Master Developer or successors in title may elect to propose and enter into separate agreements with City to govern the construction or development of a particular phase or portion of phase within the Project. Nothing in any separate agreement may conflict with the entitlements obtained by Master Developer in this Agreement without the express written consent of City and Master Developer.

ARTICLE II PROJECT DEVELOPMENT

2.1 Master Developer Obligations.

2.1.1 Phased Development. The Project will consist of multiple phases, as shown in the Plan, a copy of which is attached hereto as **Exhibit C**, as the same may be supplemented or revised from time to time through the process for a Village Plan Approval. The Parties acknowledge that the most efficient and economic development of the Project depends on numerous factors, such as permitting, market orientation and demand, interest rates, competition, review and recording in an orderly fashion (preferably without “leapfrogging”), and similar factors. “Leapfrogging” shall not be permitted if the City determines, in its sole discretion, that it places a severely undue burden on the City’s infrastructure, financial interests, and/or ability to deliver services. The densities, configurations, and product types shown in the Plan shall be configured on a phase-by-phase basis with each submission of a Village Plan. Each subdivision plat and site plan shall be consistent with the Village Plan Approval for each phase and, upon the demonstration of consistency with an applicable Village Plan, shall be presented for approval, according to the City’s ordinances, regulations, and standards. Sub-area plans (Village Plans) are approved by the City Council after an application by Master Developer. The timing, sequencing, and phasing of development of the various phases in the Project shall be as determined by Master Developer, and as approved by the City. For purposes of this Agreement, a change is “generally consistent” if it does not exceed the total average maximum density approved in the Plan, as further described in Section 1.4.1, and is generally consistent even if Master Developer only pursues at any particular time a portion of a phase shown on the Plan. A change is a material modification if it is not generally consistent with the Plan and is not a Minor Adjustment.

2.1.2 Conveyance or Dedication of Required Easements. Master Developer shall convey or dedicate to City or other applicable utility provider at no cost such required public utility easements on or within the Project as are consistent with the Plan and the City code and standards and as may be necessary to facilitate the extension of required utility services to and throughout the Project. Master Developer and the City may enter into an agreement for the construction of and/or acquisition and reimbursement of Offsite Improvements, according to Applicable Law.

2.1.3 Construction of Park, Open Space and Amenities. Master Developer shall cause the Amenities to be constructed concurrently with each residential phase wherein the Amenities are located (or with which they are associated). Master Developer shall not be required to commence the installation of the Amenities, or portions of the Amenities, before building permits are issued for construction on residential lots adjoining the Amenities, except as specifically set forth herein. The Amenities are depicted in the Plan. All easements and dedications of land in favor of the City for public access or other benefit of the public shall be depicted in a manner acceptable to the City on the appropriate subdivision plat or plats. Upon completion of the Amenities, Master Developer shall dedicate Public Amenities [defined below] to City and other Amenities to a master owner’s association or sub-association(s) for the Project. The public use for Public Amenities shall be governed by the public entity owning such amenity and the use of all other Amenities shall be for the use of those who are members or have private use rights consistent with the rules and requirements of the applicable owner’s association or sub-association. Any Amenities dedicated to the public and described as a public amenity on the Plan

shall be defined herein as a “**Public Amenity**”. City Infrastructure is excluded from the term Public Amenity. The general public shall have no access to Amenities not identified as a Public Amenity, as set forth in the Open Space & Recreation Section (pages 24 to 48) of the Plan. In connection with designing the Open Space, Master Developer shall have the hydraulics of the Open Space area analyzed commencing with the execution of this Agreement so as to determine the ability of the Open Space to accommodate historic flows through what has been called Barney’s Creek. Master Developer shall submit this analysis for review and approval by the City. Any walkway or recreation component to allow through traffic in Barney’s Creek shall be dedicated by Master Developer as a Public Amenity. The Parties recognize that the State of Utah and Salt Lake County Flood Control have jurisdiction over Barney’s Creek and agree to abide by their requirements. The area devoted to perpetual Open Space shall not be less than seventeen percent (17%) of the overall gross acreage for the Project, with a minimum of eight percent (8%) of the area designated as Open Space to be devoted to groomed and irrigated park space which includes hardscape areas such as picnic areas, pavilions, associated parking, playgrounds, etc. Master Developer shall construct substantially complete the construction of a private pool amenity by the time of issuance of the 200th certificate of occupancy and a clubhouse amenity by the time of the issuance of the 400th certificate of occupancy; otherwise, no further Village plans may be submitted by Master Developer to the City for approval. All other Public Amenities and Private Amenities shall be constructed as part of the Village or phase in which they are included. Many of the open spaces will consist of natural, undisturbed park areas for passive recreation opportunities and programmed community park space to be dedicated as Public Amenities within the existing Barney’s Creek, with additional open space planned for the regional storm water basin area at the northeast corner of the Project and near a trail corridor along the south side of 8600 South street. A general depiction of the Amenities is on page [24] of the Plan, attached as Exhibit C.

2.1.4 Construction of Certain Infrastructure and Roadways. Access and connecting roads shall provide for safe and efficient circulation within, and adequate entrances and exits for the Project, as described in the Plan. All access and connecting roads shall be completed in accordance with the approved plans and existing specifications submitted in connection with one or more subdivision plats or site plans for the various phases of the Project. Master Developer shall be required to construct the following:

A. Culinary Water and Sanitary Sewer Improvements. Master Developer shall be responsible for constructing and installing the requisite service and distribution lines within the Project necessary for City to provide culinary water and sewer service to the Project. The City’s storage capacity limitations for culinary water require construction of infrastructure outside the boundaries of this Project. Infrastructure outside the boundaries of this project and lines within the project shall follow the master plan sizes, except for size increases needed to accommodate increased density of the project (including those discussed in the memo: *Jones Ranch Development Drinking Water Hydraulic Modeling Review, March 6, 2020*), and shall otherwise comply with all City ordinances, regulations, and standards. As an integral part of this development, Master Developer shall construct and install all transmission lines, pump stations, storage reservoirs, and associated infrastructure that will service this project (including Zone 5 North or South), subject to Master Developer and City agreeing on the terms for

reimbursement as described in Section 2.2 below. In the alternative, Master Developer may wait for the City to complete System Improvements according to the City's schedule and in the City's discretion. If Master Developer is required to install lines outside of the Project, or lines within the Project, providing capacity for areas outside of the Project, the Parties shall enter into a mutually acceptable agreement as allowed by Section 2.2 below before Master Developer is obligated to commence any such work.

B. Storm Water Improvements. Master Developer shall construct storm water retention and detention facilities in accordance with the Development Documents to accommodate storm water flows originating from within the Project. As with all other Infrastructure Improvements, Master Developer shall build all storm water Project Improvements and shall pay all impact fees for storm water System Improvements; and Master Developer shall receive a reimbursement for the pro rata share of storm water System Improvements that are not attributable to the Project. Historic flows shall be accommodated through the Open Space area in accordance with Section 2.1.3. Master Developer shall be responsible to provide analysis, to the satisfaction of the City, that sufficient open space is provided to meet the construction needs of the City's regional detention pond (or ponds) prior to developing property overlapping or adjacent to the pond area. Master Developer agrees to provide dedication and transfer ownership to the City for the regional detention pond at no cost. Master Developer shall have no responsibility to construct the regional detention pond or related surface features within or around the pond unless reimbursed by the City according to the terms of a separate agreement. The City shall build the regional detention pond according to its own plans and financial ability, subject to amendment at any time.

2.1.5 Construction Standards. Notwithstanding any other provisions of this Agreement, all improvements to be publicly dedicated shall be constructed in compliance with Applicable Law and this Agreement. For each phase, Master Developer shall enter into an improvement construction and assurance agreement, the form of which is attached hereto as **Exhibit D**, prior to recording the final plat for that phase, securing completion and warranty of all public improvements in that phase. Master Developer may elect to install public improvements associated with a plat in advance of plat recordation in order to eliminate or reduce the need for providing financial assurances for public improvements within each subdivision plat, provided, however, Master Developer shall be required to provide a one year improvement warranty financial assurance for 'infrastructure improvements' (as that term is defined in Utah Code Ann. § 10-9a-103) in the amount authorized by state law.

2.1.6 Construction Process.

A. Testing. Master Developer shall pay for and complete all soils and materials, and traffic testing required by the Applicable Law. The work shall be performed by testing agencies acceptable to the City Engineer. Copies of all test results shall be submitted to the City Engineer within thirty-six (36) hours after they are issued by the testing agency. The City Engineer may require that the test reports be certified by the testing agency.

B. Timing of Construction. Master Developer shall comply with Applicable Law during the construction process, including also as follows: Master Developer may obtain grading and ground disturbance permits in advance of recording subdivision plats upon providing financial assurance for the value of the restoration of the site on which such work will be performed, in a form acceptable to the City. Master Developer may commence subdivision improvements before or after recordation of a subdivision plat, but only upon compliance with the requirements of City Code § 8-3C-2. With respect to the installation of infrastructure improvements, the Parties agree to comply with Utah Code Ann. §10-9a-802(2)(d)(2018), as may be amended.

2.1.7 File Record Documents. Master Developer shall file with the City Engineer “Record Documents” or “As-Builts” conforming to City requirements.

2.1.8 Indemnification, including Referendum.

A. Indemnification. Master Developer shall, at all times, protect, indemnify, save harmless and defend City and its agents, employees, officers and elected officials from and against any and all claims, demands, judgments, expense, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to the failure to completely adhere to the Development Documents, by Master Developer, Master Developer’s agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this Agreement. Nothing in this provision shall be deemed to limit or impair Master Developer’s rights or claims for contribution, indemnification or relief against Master Developer’s contractors, subcontractors, or suppliers. Unless otherwise provided by this Agreement, Master Developer shall not be required to indemnify, hold harmless, or defend City from any claims or liabilities caused by, or resulting from, any actions or failures to act by City or its agents, employees, officers, or contractors.

B. Referendum. In the event of a referendum for the approval of this Agreement or the zoning ordinance, and if the City in its sole discretion, subsequent to the approval of this Agreement, elects to defend against a Referendum (includes a referendum or similar ballot measure), the Master Developer shall reimburse City’s attorney’s fees, court costs, and any related costs of defending against the Referendum. The Master Developer’s obligation to indemnify the City during any defense of a Referendum shall be reimbursed within ten (10) days of the City providing notice to Master Developer of the City’s receipt of a periodic or final invoice, a judgment, a settlement, or other obligation by the City. Master Developer’s obligation to indemnify against the costs of defense shall exist regardless of the outcome of the Referendum or decisions to modify or withdraw the approval.

2.2 **Reimbursement.** If the Master Developer chooses to develop a portion of the Project which triggers the need for any “oversized” or “system” improvements (that exceed

Master Developer's pro rata share), as system is defined by Utah Code Ann. §§ 11-36a-101, *et seq.*, and if these master planned improvements are not on the 6-year capital facilities plan, then Master Developer and City shall enter into a separate reimbursement or pioneering agreement to set the terms for the repayment that provide for assure a full reimbursement, subject to available impact fees and according to the City's standard policies and procedures, including the term or expiration date of agreements. Any such agreement shall continue until Master Developer is fully reimbursed. The City shall work with the Master Developer to add eligible improvements onto the 6-year capital facilities plan after a specific written request is provided by the Master Developer to the City. All reimbursement or pioneering agreements, if completely funded by the City Council-approved 6-year capital facilities plan or other City Council-approved funding, may be approved and signed by the Mayor without additional City Council approval. Otherwise, these separate pioneering or reimbursement agreements shall be considered by the City Council for approval.

2.3 Culinary Water, Sanitary Sewer and Stormwater Improvements. City represents to Master Developer that City appears to have sufficient water rights, or access to culinary water supply, for the Project, subject to availability from Jordan Valley Water Conservancy District. City also represents to Master Developer that City does not have sufficient culinary water infrastructure, including for delivery and storage, for the Project. The Parties acknowledge that both system and project improvements for sanitary sewer utilities, storm water utilities and culinary water service, including without limitation, water capacity, storage, and water main extensions leading to the Property, do not currently exist to allow Master Developer to proceed with development of all phases of the Project. City agrees that it shall take reasonable efforts to make available (subject to application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates, and availability) culinary water, sanitary sewer and storm water service. Culinary water, sanitary sewer and storm water utility services will be provided through delivery and detention systems constructed within the Project by Master Developer as depicted in the Development Documents. To the extent the delivery systems are properly and timely constructed by Master Developer, including any offsite Infrastructure, and all other necessary Infrastructure is constructed and available for use, etc., such services, if available, shall be provided at such times as required by the construction of the Project and so as not to delay construction. Construction of Infrastructure within the Project to serve later constructed phases shall be Master Developer's responsibility.

2.4 Moderate Income Housing and Accessory Units. Master Developer shall develop moderate income housing for five (5) percent of the total units for the Project and shall locate the moderate income housing units in locations selected by Master Developer and dispersed throughout the Project. If Master Developer develops the maximum number of total units identified in Section 1.4.1, this would require developing 148 moderate income housing units. If allowed by City code, Master Developer may locate accessory dwelling units on parcels within the Project, as depicted on Village subdivision plats, without consuming any of the density units approved and vested in Section 1.4.1. Accessory dwelling units shall be consistent with City code regarding the size of property on which they are located. Accessory dwelling units operated as moderate income housing units shall count towards satisfying the five percent standard for the Project. Accessory dwelling units may be rented but not sold independent of the primary property. Those moderate income housing units that are not accessory dwelling units and that are offered for sale shall be subjected to a deed restriction for a term of forty years in accordance with a

moderate housing plan administered by a housing authority selected by the City, in consultation with Master Developer. Master Developer shall, with each Village Plan, track the number of moderate income housing units and accessory dwelling units planned in that Village Plan and in all prior Village Plans in relationship to the entire Project.

2.5 Real Property Acquisition. Master Developer shall acquire the real property interests as determined by the City and in an appropriate time as determined by the City that are necessary by the City to construct and operate the Project Improvements and System Improvements. If, after making reasonable efforts to negotiate with the property owner(s), the Master Developer is unable to acquire the necessary real property interests through a voluntary transaction, the Master Developer may request assistance from the City. Any cost of acquisition of such that exceeds the pro rata share of Master Developer's obligation for System Improvements shall be eligible for reimbursement as a Reimbursable System Improvement Expense or eligible for reimbursement by separate reimbursement or pioneering agreement under Section 2.2 on terms reasonably acceptable to both Parties.

2.6 System Improvements. Attached as **Exhibit E** are depictions of the anticipated System Improvements or master planned improvements that traverse or may affect the Project. Construction of certain elements of these improvements may be built by City or if not by City, by Master Developer in accordance with Section 2.2. If System Improvements are constructed by the Master Developer, the City shall have full design and construction oversight authority, as provided by City Code and other applicable law.

ARTICLE III REIMBURSEMENT OBLIGATIONS

3.1 Reimbursements. The Parties acknowledge that certain System Improvements will need to be constructed to service the Project and other areas within the City's jurisdiction. For purposes of this Section 3.1, System Improvements shall mean those improvements that are not project improvements ("Project Improvements") as defined in Utah Code Ann. 11-36-102. City and Master Developer may by separate reimbursement agreement agree to have Master Developer construct the System Improvements. If City and Master Developer cannot mutually agree on the terms of such agreements, Master Developer may either choose to construct the System Improvements at its own cost or delay further development of the Project until the System Improvements are constructed by a part of other development projects as approved by the City in its sole discretion.

Not all System Improvements are currently adequate for the Project. Master Developer may build the System Improvements and receive reimbursement for such on terms mutually agreeable to the City, but: (i) the amount of reimbursement is the pro rata or proportionate share (as defined by Utah Code Ann. §§ 11-36a-101, *et seq.*) of System Improvements not attributable to the Project, with the timing on payment being according to the City's standard "queue system" ("first in, first out" order of priority system currently being implemented pursuant to West Jordan City Code Sections 8-3B-1 *et seq.*) applicable to all developers with the exception that Master Developer shall be entitled to a reimbursement period of twenty-five (25) years with the option to extend for additional five (5) year increments until reimbursed in full, and with the source of funds being impact fees, and as otherwise acceptable to the City, all according to the City's regular procedures

(including the City only reimbursing relative to the minimum size allowable); and (ii) Master Developer may choose to not develop until the System Improvements are otherwise constructed to provide for the Project need. Notwithstanding the foregoing, the City agrees to bond for the Off-Site Water Improvements on or before June 30, 2025 and reimburse Master Developer the City's pro rata or proportionate share (as defined by Utah Code Ann. §§ 11-36a-101, *et seq.*) of the Off-Site Water Improvements on or before December 31, 2025. As referenced in Section 2.2 above, all reimbursement agreements, if completely funded by City Council-approved Capital Facilities Plans, Strategic Plans, and or similar plans, may be approved and signed by the mayor without additional City Council approval. City and Master Developer may in such reimbursement agreements arrange for reimbursement through impact fee reimbursements or direct payment based on Applicable Law and on the improvement categories in the following chart:

<u>Type of System Improvement</u>	<u>City Impact Fee Category</u>
Public Amenity(ies)	Parks and Recreation
Water Improvements	Water
Storm Water Improvements	Storm
Sewer Improvements	Sewer
The road improvements described in Section 4.1	Transportation
Any Oversizing, including any Upsizing of right of way above and beyond minimum legal requirements	From appropriate impact fee fund associated with the Oversized/Upsized improvement.

After receiving, in writing, a request from the Master Developer to add appropriate specific System Improvements, which are identified on the City's respective master plans, and if the City verifies that the requirements of this Agreement and Applicable Law have been met, City shall add the above listed System Improvements to its impact fee facility plans and shall collect impact fees in accordance with Applicable Law. City further agrees to the following requirements regarding the reimbursements required under this Agreement:

3.1.1 **Estimates.** Master Developer shall provide to City estimates and bids for those System Improvements which Master Developer intends to construct, and if the City verifies that the requirements of this Agreement and Applicable Law have been met, the City shall update its impact fee facilities plan accordingly.

3.1.2 **Invoices.** Master Developer shall forward to City all invoices it receives for costs and expenses that Master Developer incurs for the design, construction and installation of the System Improvements ("**Developer's Invoices**"). All such Developer's Invoices, if such Invoices are verified by the City to be for expenses which exceed Master Developer's pro rata share of System Improvements, shall constitute Reimbursable System Improvement Expenses.

3.1.3 **Periodic Reimbursements.** Unless different terms are set forth in a separate reimbursement or pioneering agreement under Section 2.2, City shall reimburse Master Developer for approved Reimbursable System Improvement Expenses from impact fees collected on a City-wide basis, subject to the actual receipt of impact fees by the City from other development. As identified in Section 3.1 above, Master Developer may build the System Improvements and receive reimbursement for such on terms mutually agreeable to the City, but: (i) the amount of

reimbursement is the pro rata share of System Improvements not attributable to the Project, with the timing on payment being according to the City's standard queue system applicable to all developers with the exception that Master Developer shall be entitled to a reimbursement period of twenty-five (25) years with the option to extend for additional five (5) year increments until reimbursed in full, and with the source of funds being impact fees, and as otherwise acceptable to the City; and (ii) Master Developer may choose to not develop until the system improvements are otherwise constructed to provide for the Project need.

3.1.4 No Reduction. City shall not enact a moratorium on collecting impact fees and shall include the obligations set forth in this Agreement into any subsequently amended or adopted impact fee facilities plan; except as allowed by Section 8.2 herein and except that court action, legislative action, or any other act outside the authority of the City to reasonably control, which affects the collection of impact fees, shall not be deemed as enacting a moratorium. Likewise, providing an incentive to an individual business shall not be deemed as enacting a moratorium.

ARTICLE IV ROAD DEVELOPMENT, IMPACT FEES, SYSTEM IMPROVEMENTS

4.1 **Public Roads.** Any right of way and construction costs for a portion of road internal to the Project which exceeds the width set forth in the City's ordinances, regulations, and standards, and which is approved by the City, shall be classified as System Improvements, and Master Developer shall be entitled to receive reimbursement in accordance with Applicable Law and ARTICLE III for the cost of the work performed under this Section. The width set forth in the City's ordinances, regulations, and standards is seventy (70) feet, which is the width of a typical collector roadway pursuant to existing City standards.

4.2 **Dedication and Construction of Local Streets and Other Streets.** The Project shall include such other streets located within the Project that are "local" streets, some of which are depicted on the Plan (collectively, the "**Project Streets**"). Master Developer agrees to dedicate the right of way for the Project Streets, without encumbrances, by road dedication or other plat or plats at no charge to City. Master Developer agrees to be responsible for constructing the Project Streets and for all costs incurred in acquiring any additional right of way necessary for Project Streets. All streets shall be designed and constructed consistent with general City standards or the standards in the Master Development Plan. Master Developer is required to construct and dedicate the necessary property for all intersection and roadway improvements depicted in the Plan. Notwithstanding the foregoing, the City shall bear the cost of purchasing the remaining right of way needed for the completion of 8600 South Street, between 6400 West and the eastern boundary of the Bridgeport Subdivision, which right-of-way is a System Improvement. The City Council, by approving this Agreement, and pursuant to West Jordan City Code 14-5-5H, hereby approves of the 9000 South Street half road width shown in the Master Development Plan.

4.3 **Development to be Consistent with the Development Documents.** Except as expressly provided in this Agreement, all development of the Property, whether by Master Developer or a successor in interest, will be consistent with this Agreement and the approved Development Documents, including the Master Development Plan. As per Section 1.2.2, the setbacks and other dimensional requirements set forth in the Master Development Plan may vary

from those found in the City's codes and laws, as specifically depicted in the the Master Development Plan; and the allowances and requirements in the Master Development Plan shall govern over such conflicting standards. As identified in Section 8.16, the terms of this Agreement run with the land.

4.4 Impact Fees; Public Improvement District. Master Developer will be assessed and required to pay impact fees calculated by City in accordance with the Utah Impact Fees Act, unless otherwise agreed to by the City in writing by separate agreement. If impact fees are assessed, impact fees will not be assessed and collected until applications for building permits are submitted for particular lots or parcels within approved subdivision plats and site plans.

4.5 Costs of Application Processing. Master Developer will be responsible for paying all City fees and charges appropriately assessed for projects of the type being presented by Master Developer, including payment of hourly charges for all internal expert reviews and involvement to the extent such fees are charged uniformly to all properties, persons and entities similarly situated.

4.6 System Improvements. All improvements and associated expenditures identified herein as System Improvements or where such improvements provides service or capacity to projects or users beyond the service or capacity demands of the Project shall be classified as System Improvements. Reimbursement may only be for the pro rata portion in excess of Project Improvement demand. Master Developer shall be reimbursed, in accordance with ARTICLE III, for the costs incurred in constructing System Improvements. Master Developer shall provide City with estimates for the costs of all System Improvements as they are received. City shall use the cost estimates in updating its impact fee facilities plans. Master Developer shall provide regular reports of all costs incurred by Master Developer in constructing System Improvements and in calculating Reimbursable System Improvement Expenses. City shall provide Master Developer with reports on impact fees collected upon reasonable request.

ARTICLE V DEVELOPMENT APPLICATIONS AND DISPUTES

5.1 Development Applications. City shall promptly review and process Development Applications in accordance with this Agreement, and all required processes and procedures. If City chooses to deny a Development Application, it must first proceed with the process described below in advance of issuing a denial, unless Master Developer waives its rights in writing to the dispute resolution process described below.

5.2 Disputes.

5.2.1 Meet and Confer. Before issuing a denial, City and a representative of Master Developer shall meet to confer and resolve any issues identified by City as a basis for denial of a Development Application.

5.2.2 Mediation of Development Application Denials.

A. Issues Subject to Mediation. Issues resulting from City's proposed denial of a Development Application that have not been resolved by "Meet and Confer" as described above shall be mediated and include the following:

- (i) the location of on-site infrastructure, including utility lines and stub outs to adjacent developments,
- (ii) right-of-way modifications that do not involve the altering or vacating of a previously dedicated public right-of-way,
- (iii) interpretations, minor technical edits or inconsistencies necessary to clarify or modify documents consistent with the intended purpose of the Plan,
- (iv) any item subject to arbitration under Section 5.2.3; and
- (v) the issuance of building permits.

B. Mediation Process. If City and Master Developer are unable to resolve a disagreement subject to "Meet and Confer, the Parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If there is jurisdiction and if it is otherwise possible, the Parties shall use the Office of the Property Rights Ombudsman, or the list of mediators maintained by that Office. If City and Master Developer are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the Parties regarding the mediation issue and promptly attempt to mediate the issue between the Parties. If the Parties are unable to reach agreement, 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.

5.2.3 Utah District Court Review.

A. Parties shall first attempt mediation as specified in Section 5.2.2.

B. If City and Master Developer are unable to resolve an issue through mediation, the Parties agree that there is a final decision and all administrative

remedies have been exhausted, such that Utah District Court review is available pursuant to Utah Code Sections 10-9a-708 and 10-9a-801. Jurisdiction may also be available in another court, as allowed by law.

ARTICLE VI DEFAULT AND COSTS

6.1 **Default.** In the event of a failure by any Party to comply with the commitments set forth herein, within thirty (30) days of written notice of such failure from the other Party, the non-defaulting Party shall have the right to pursue any or all of the following remedies, which right shall be cumulative:

6.1.1 To cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and

6.1.2 To enforce all rights and remedies available at law and in equity including, but not limited to, injunctive relief, specific performance and/or damages.

6.2 **Insolvency.** Insolvency, bankruptcy or any voluntary or involuntary assignment by any Party for the benefit of creditors, which action(s) are unresolved for a period of 180 days shall be deemed to be a default by such Party under this ARTICLE VI.

6.3 **Court Costs and Attorney Fees.** In the event of any legal action or defense between the Parties arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing Party shall be entitled, in addition to the remedies and damages, if any awarded in such proceedings, to recover their costs and reasonable attorneys' fees.

ARTICLE VII ASSIGNMENT AND RECORDATION

7.1 **Assignment and Transfer of Development.** If Master Developer assigns, transfers, or otherwise conveys the entire Project or any portion thereof to a subsequent owner, then this Development Agreement shall inure to the benefit and detriment of the subsequent owner, and shall not relieve the subsequent owner from any responsibilities or duties set forth herein. The rights and obligations of Master Developer shall automatically be assigned and assumed by subsequent purchasers of the Project or any portion thereof, and Master Developer shall be released from the obligations and shall have relinquished all rights related to such portion as a result of the assignment and the assumption by subsequent purchasers. Subsequent purchasers of the Project or any portion thereof shall expressly assume the obligations and the rights of Master Developer pursuant to this Agreement. However, in the event that subsequent purchasers of the Project do not expressly assume the obligations and rights of this Agreement, they shall still be bound to the terms of, and obligations of this Agreement. To the extent that such assignments, transfers and conveyances are in anticipation or furtherance of future land use approvals and development of the Project or a particular portion therein, City further agrees that, consistent with the provisions of Section 10-9a-103(57)(c)(v) of the Utah Code Annotated, Master Developer may convey portions of the Project by metes and bounds prior to recordation of a plat of subdivision for such portion and City agrees to execute an acknowledgment on such deeds of conveyance (each a

“**Transfer Deed**”) for the purposes of acknowledging only City’s consent to the conveyance by metes and bounds of the real property that is the subject of the applicable Transfer Deed. Master Developer expressly acknowledges that City’s execution of a Transfer Deed shall not in any way be deemed a waiver of the requirement that the property transferred pursuant to such Transfer Deed shall be subject to the approval process set forth in this Agreement, including the requirement regarding recordation of a final plat and approved site plan. If Master Developer sells the Project, the sale documents must be approved by the City.

7.2 **Recordation.** After its execution, this Agreement shall be recorded in the office of the County Recorder at the expense of Master Developer. Each commitment and restriction on development set forth herein shall be a burden on the real property constituting the Project, shall be appurtenant to and for the benefit of City and shall run with the land. Likewise, any right of the Master Developer set forth herein shall inure to the benefit of any assignee and/or transferee of this Agreement unless specifically otherwise agreed to in writing by the City at the time of such assignment or transfer by the Master Developer.

ARTICLE VIII GENERAL MATTERS

8.1 **Amendments.** Any alteration or change to this Agreement shall be made in a writing executed by Master Developer and City, after approval by City’s appropriate legislative body. Successors-in-title to a portion of the Project may enter into an amendment, amendments, or agreement affecting only such portion of the Project owned by such owner without obtaining the written signature of the other property owners within the Project so long as such amendment is consistent with Section 1.6 above.

8.2 **Exclusion from Moratoria.** The Project shall be excluded from any moratorium adopted pursuant to Utah Code Ann. §10-9a-504 unless allowed by Section 3.1.4 herein or unless such a moratorium is found on the record by the City Council to be necessary to avoid jeopardizing a compelling, countervailing public interest.

8.3 **Captions and Construction.** This Agreement shall be construed according to its fair and plain meaning and as if prepared by all Parties hereto and shall be interpreted in accordance with Utah law. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. Furthermore, this Agreement shall be construed so as to effectuate the public purposes, objectives and benefits set forth herein. As used in this Agreement, the words “include” and “including” shall mean “including, but not limited to” and shall not be interpreted to limit the generality of the terms preceding such word. To the extent a general provision of Applicable Law conflicts with a specific provision of this Agreement or interpretation necessary to give effect to the Plan, the Agreement or specific provision of the Plan shall control.

8.4 **Laws and Forum.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns, and shall be construed in accordance with Utah law. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Salt Lake County, Utah.

8.5 Applicable Law, Interpretation. The rules, regulations, official policies, standards and specifications applicable to the development of the Project (the “**Applicable Law**”), including the applicable City ordinances, resolutions, state law, and federal law, shall be those in effect as of November 15, 2019, the date of the filing of the complete Application. Furthermore, pursuant to Sections 1.2.2 and 4.3, the setback, height, landscaping, signage and other similar entitlements provided for in the Plan shall be considered design standards and part of the Applicable Law. However, notwithstanding the foregoing, any person applying for a building permit within the Project shall be subject to the building, electrical, mechanical, plumbing, and fire codes, and other City ordinances relating to the placement and construction of the proposed structure, that are in effect at the time the person files with City a completed application for building permit. To the extent that this Agreement and the Plan are silent as to any matter pertinent to the development of the Project, the Parties rights and obligations shall be controlled by the Applicable Law. Consistent with Section 1.2.2, to the extent that a provision of this Agreement, its Plan and the ordinance enacting the Agreement and applying the zoning district to the Property conflicts with a City ordinance, regulation, resolution, policy, design criteria or condition imposed in connection with approval of the Plan, the provisions of this Agreement and/or the Plan shall apply.

8.6 Legal Representation. Each of the Parties hereto acknowledge that they either have been represented by legal counsel in negotiating this Agreement or that they had the opportunity to consult legal counsel and chose not to do so. In either event this Agreement has no presumptions associated with the drafter thereof.

8.7 Non-Liability of City Officials. No officer, representative, agent or employee of a Party hereto shall be personally liable to any other Party hereto or any successor in interest or assignee of such Party in the event of any default or breach by the defaulting Party, or for any amount which may become due the non-defaulting Party, or its successors or assigns, or for any obligation(s) arising under the terms of this Agreement.

8.8 No Third Party Rights. Unless otherwise specifically provided herein, the obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any other persons or third parties. The consenting owners identified on the signature pages for this Agreement are intended third party beneficiaries of this Agreement but are not Parties for terms of amendments or discharging the obligations set forth herein.

8.9 Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature; health or disease interruptions; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars; civil commotions; fires, floods, earthquakes or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage. Any Party seeking relief under the provisions of this paragraph must have notified the other Party in writing of a force majeure event within thirty (30) days following occurrence of the claimed force majeure event.

8.10 **Notices.** All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally or when deposited in the United States mail, by registered or certified mail, addressed as follows:

City:	West Jordan City 8000 South Redwood Road West Jordan, Utah 84088 Attention: City Clerk
Attorney:	West Jordan City Office of the City Attorney 8000 South Redwood Road West Jordan, Utah 84088 Attention: Rob Wall, Esq.
Master Developer:	Ivory Development, LLC 978 Woodoak Lane Salt Lake City, UT 84117 Attn: Chris Gamvroulas
Attorney:	Ivory Development, LLC 978 Woodoak Lane Salt Lake City, UT 84117 Attn: Analise Wilson, General Counsel
With a copy to:	Snell & Wilmer L.L.P. 15 West South Temple, Suite 1200 Salt Lake City, UT 84101 Attn: Wade R. Budge

Such addresses may be changed by notice to the other Party given in the same manner as above provided. Any notice given hereunder shall be deemed given as of the date delivered or mailed.

8.11 **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, the Plan, documents referenced herein and all regulatory approvals given by City for the Project, contain and constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the Parties which are not contained in such agreements, regulatory approvals and related conditions. It is expressly agreed by the Parties that this Agreement and any additional agreements between Master Developer and City, as contemplated and referred to elsewhere in this Agreement, are intended to and shall govern the development of the Project.

8.12 **Effective Date.** This Agreement shall be effective upon the signing and execution of this Agreement by all Parties which, upon its occurrence, shall be deemed to have occurred as of the Effective Date, provided, however, if a legal challenge is brought to the enactment of the ordinance or resolution approving this Agreement, within 31 days of the enactment of the same,

then Master Developer shall be entitled to rescind this Agreement within 10 business days of the filing of such challenge.

8.13 Termination. This Agreement shall terminate upon the first of the following to occur: (i) mutual written agreement of the Parties, (ii) Buildout, (iii) failure to apply for a subdivision plat or site plan approval within one year after the Effective Date, or (iv) twenty-five (25) years after the Effective Date, whichever occurs first.

8.14 Further Action. The Parties hereby agree to execute and deliver such additional documents and to take all further actions as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

8.15 Obligations and Rights of Mortgage Lenders. The holder of any mortgage, deed of trust, or other security arrangement with respect to any portion of the Project shall not be obligated under this Agreement to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Agreement which pertain to any portion of the Project in which it holds an interest. Any such holder who comes into possession of any portion of the Project, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, shall take such portion of the Project, subject to any pro rata claims for payments or charges against such portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder comes into possession. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project, or portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, as would be the case in any assignment, and thus shall be subject to all of the terms and conditions of this Agreement, to include the obligations related to the completion of amenities and improvements.

8.16 Agreement Runs with the Land. This Agreement shall be recorded against the Project as described in the Exhibit A. The agreements, benefits, burdens, rights and responsibilities contained herein, including all vested rights and obligations of Master Developer, shall be deemed to run with the land and shall be binding on and shall inure to the benefit of the successors in ownership of the Project, or portion thereof, as applicable, with respect to that portion of the Project owned by such successors in ownership. This Agreement, and the Development Application, shall also apply to all current owners of real property in the Project, and their assigns, who are bound to all the terms of this Agreement. Nothing in this Agreement shall apply to residents or property owners who purchase developed lots or units within the Project.

8.17 Effect of Agreement; Release of Claims. Nothing in this Agreement shall be construed to relieve Master Developer of any obligations imposed on Master Developer by federal or state laws, city and county ordinances, regulations, or standards. It is the intent of the Parties that this Agreement serve as a complete release and waiver by Master Developer of any and all claims Master Developer has or may claim to have with respect to City's application of the City Code to the development or the imposition of any requirement expressly set forth in this Agreement or the Development Documents. Moreover, Master Developer hereby releases and waives any and all claims Master Developer may have against City with respect to any land use application submittals, acceptances, approvals, denials or processing with respect to the Project occurring prior to the Effective Date.

IN WITNESS WHEREOF, the Parties have executed this Development Agreement on the Effective Date.

WEST JORDAN CITY, a municipality and political subdivision of the State of Utah:

ATTEST: By: _____
Mayor

_____, City Recorder

ACKNOWLEDGMENT

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

On this ____ day of _____, 2020, before the undersigned notary public in and for the said state, personally appeared _____, known or identified to me to be the Mayor of West Jordan City, and _____, the City Recorder of West Jordan City, and the persons who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

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

Notary Public for Utah
Residing at: _____
My Commission Expires: _____

MASTER DEVELOPER:

IVORY DEVELOPMENT, LLC,
a Utah limited liability company:

By: _____
Its: _____

ACKNOWLEDGMENT

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

On this ____ day of _____, 20__, before the undersigned notary public in and for the said state, personally appeared _____, known or identified to me to be the _____ of **IVORY DEVELOPMENT, LLC**, a Utah limited liability company, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

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

Notary Public for Utah
Residing at: _____
My Commission Expires: _____

ACKNOWLEDGEMENT AND CONSENT

Each of the below listed owners is an owner of a portion of the Property and hereby acknowledges that Master Developer is authorized to enter into this Agreement and hereby provides its consent concerning the same. Moreover, pursuant to Section 8.16 above, each below listed owner acknowledges that this Agreement shall also apply to all current owners of real property in the Project, who are bound to all the terms of this Agreement.

Vicky R. Jones, Trustee of the Vicky R. Jones Survivors Trust UTA February 25, 2016 is an owner (Owner”) of a portion of the Property referenced in the agreement entitled “MASTER DEVELOPMENT AGREEMENT JONES RANCH”, the Agreement to which this OWNER ACKNOWLEDGEMENT AND CONSENT is a part. By its signature below **Vicky R. Jones, Trustee of the Vicky R. Jones Survivors Trust UTA February 25, 2016** (i) acknowledges that it has reviewed the terms and provisions of the Agreement (including exhibits and all material referenced in the Agreement), (ii) has had opportunity if so desired to review the Agreement with legal counsel, (iii) acknowledges that Master Developer is authorized to enter into this Agreement, and (iv) acknowledges that pursuant to Section 8.16 above of the Agreement, the Agreement shall also apply to all current owners of real property in the Project, who are likewise bound to all the terms of the Agreement.

By _____
**Vicky R. Jones, Trustee of the Vicky R. Jones
Survivors Trust UTA February 25, 2016**

ACKNOWLEDGMENT

STATE OF _____)
: ss.
County of _____)

On this ____ day of _____, 20__, before the undersigned notary public in and for the said state, personally appeared _____, known or identified to me to be **Vicky R. Jones, Trustee of the Vicky R. Jones Survivors Trust UTA February 25, 2016**, and the person who executed the foregoing instrument and acknowledged to me that said trust executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public
Residing at: _____
My Commission Expires: _____

Bryan L Jones, Trustee of the Bryan L. Jones GST Trust UTA February 25, 2016 and Bryan L Jones is each an owner (Owner”) of a portion of the Property referenced in the agreement entitled “MASTER DEVELOPMENT AGREEMENT JONES RANCH”, the Agreement to which this OWNER ACKNOWLEDGEMENT AND CONSENT is a part. By its and his signature below **Bryan L Jones, Trustee of the Bryan L. Jones GST Trust UTA February 25, 2016 and Bryan L Jones** each (i) acknowledges that it/he has reviewed the terms and provisions of the Agreement (including exhibits and all material referenced in the Agreement), (ii) has had opportunity if so desired to review the Agreement with legal counsel, (iii) acknowledges that Master Developer is authorized to enter into this Agreement, and (iv) acknowledges that pursuant to Section 8.16 above of the Agreement, the Agreement shall also apply to all current owners of real property in the Project, who are likewise bound to all the terms of the Agreement.

By _____
**Bryan L Jones, Trustee of the Bryan L. Jones GST
Trust UTA February 25, 2016**

ACKNOWLEDGMENT

STATE OF _____)
: ss.
County of _____)

On this ____ day of _____, 20__, before the undersigned notary public in and for the said state, personally appeared _____, known or identified to me to be **Bryan L Jones, Trustee of the Bryan L. Jones GST Trust UTA February 25, 2016**, and the person who executed the foregoing instrument and acknowledged to me that said trust executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public
Residing at: _____
My Commission Expires: _____

By _____
Bryan L Jones

ACKNOWLEDGMENT

STATE OF _____)
: ss.
County of _____)

On this ____ day of _____, 20__, before the undersigned notary public in and for the said state, personally appeared _____, known or identified to me to be **Bryan L Jones**, and the person who executed the foregoing instrument and acknowledged to me that said individual executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public
Residing at: _____
My Commission Expires: _____

LeAnna Jones, Trustee of the LeAnna Jones GST Trust UTA February 25, 2016 and LeAnna Jones is each an owner (Owner”) of a portion of the Property referenced in the agreement entitled “MASTER DEVELOPMENT AGREEMENT JONES RANCH”, the Agreement to which this OWNER ACKNOWLEDGEMENT AND CONSENT is a part. By its and her signature below **LeAnna Jones, Trustee of the LeAnna Jones GST Trust UTA February 25, 2016 and LeAnna Jones** each (i) acknowledges that it/she has reviewed the terms and provisions of the Agreement (including exhibits and all material referenced in the Agreement), (ii) has had opportunity if so desired to review the Agreement with legal counsel, (iii) acknowledges that Master Developer is authorized to enter into this Agreement, and (iv) acknowledges that pursuant to Section 8.16 above of the Agreement, the Agreement shall also apply to all current owners of real property in the Project, who are likewise bound to all the terms of the Agreement.

By _____
LeAnna Jones, Trustee of the LeAnna Jones GST Trust
UTA February 25, 2016

ACKNOWLEDGMENT

STATE OF _____)
: ss.
County of _____)

On this ____ day of _____, 20__, before the undersigned notary public in and for the said state, personally appeared _____, known or identified to me to be **LeAnna Jones, Trustee of the LeAnna Jones GST Trust UTA February 25, 2016**, and the person who executed the foregoing instrument and acknowledged to me that said trust executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public
Residing at: _____
My Commission Expires: _____

By _____
LeAnna Jones

ACKNOWLEDGMENT

STATE OF _____)
: ss.
County of _____)

On this ____ day of _____, 20__, before the undersigned notary public in and for the said state, personally appeared _____, known or identified to me to be **LeAnna Jones**, and the person who executed the foregoing instrument and acknowledged to me that said individual executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public
Residing at: _____
My Commission Expires: _____

Jeneal Harshman, Trustee of the Jeneal Harshman GST Trust UTA February 25, 2016 and Jeneal Harshman is each an owner (Owner”) of a portion of the Property referenced in the agreement entitled “MASTER DEVELOPMENT AGREEMENT JONES RANCH”, the Agreement to which this OWNER ACKNOWLEDGEMENT AND CONSENT is a part. By its and her signature below **Jeneal Harshman, Trustee of the Jeneal Harshman GST Trust UTA February 25, 2016 and Jeneal Harshman** each (i) acknowledges that it/she has reviewed the terms and provisions of the Agreement (including exhibits and all material referenced in the Agreement), (ii) has had opportunity if so desired to review the Agreement with legal counsel, (iii) acknowledges that Master Developer is authorized to enter into this Agreement, and (iv) acknowledges that pursuant to Section 8.16 above of the Agreement, the Agreement shall also apply to all current owners of real property in the Project, who are likewise bound to all the terms of the Agreement.

By _____
Jeneal Harshman, Trustee of the Jeneal Harshman GST Trust UTA February 25, 2016

ACKNOWLEDGMENT

STATE OF _____)
: ss.
County of _____)

On this ____ day of _____, 20__, before the undersigned notary public in and for the said state, personally appeared _____, known or identified to me to be **Jeneal Harshman, Trustee of the Jeneal Harshman GST Trust UTA February 25, 2016**, and the person who executed the foregoing instrument and acknowledged to me that said trust executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public
Residing at: _____
My Commission Expires: _____

By _____
Jeneal Harshman

ACKNOWLEDGMENT

STATE OF _____)
: ss.
County of _____)

On this ____ day of _____, 20__, before the undersigned notary public in and for the said state, personally appeared _____, known or identified to me to be **Jeneal Harshman**, and the person who executed the foregoing instrument and acknowledged to me that said individual executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public
Residing at: _____
My Commission Expires: _____

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

WEST COMPOSITE SURVEY DESCRIPTION

A portion of the South Half of Section 33 and SW1/4 of Section 34, Township 2 South, Range 2 West, Salt Lake Base & Meridian and the NW1/4 of Section 3 and NW1/4 & NE1/4 of Section 4, Township 3 South, Range 2 West, Salt Lake Base & Meridian, located in West Jordan City, Utah, more particularly described as follows:

Beginning at a point on the westerly right-of-way line of State Route 111 (Bacchus Highway), as determined by survey, as it intersects the extension of the north line of that Real Property as described by Warranty Deed recorded as Entry No. 10033659 in Book 9435 at Page 3799 of the Official Records of Salt Lake County, located S89°51'40"E along the Section line 1,103.50 feet from the Northwest Corner of Section 3, T3S, R2W, SLB&M (Basis of Bearing: N0°08'45"E along the Section line between the West 1/4 Corner and the Northwest Corner of Section 3, T3S, R2W, SLB&M); thence to and along said deed the following three (3) courses: (1) N89°51'40"W 311.48 feet; thence (2) S00°08'19"W 372.33 feet; thence (3) S89°51'40"E 259.75 feet to said westerly right-of-way line; thence S08°02'55"W along said westerly right-of-way line 2,288.00 feet to a point on the 1/4 Section line; thence N89°46'19"W along the 1/4 Section line 737.23 feet to the West 1/4 Corner of said Section 3; thence N89°53'19"W along the 1/4 Section line 3,514.39 feet to the Southeast corner of that Real Property as described by Warranty Deed recorded as Entry No. 3699312 in Book 5401 at Page 334 of the Official Records of Salt Lake County; thence N00°12'47"E along said deed 2,640.08 feet to a point on the Section line; thence S89°50'28"E along the Section line 652.90 feet; thence N03°19'35"W 1,306.55 feet to the east line of the Kennecott right-of-way as it intersects the 1/16th Section (40 acre) line and an Ensign Engineering & Land Surveying rebar & cap; thence S89°30'47"E along the 1/16th Section (40 acre) line 242.37 feet to the Northwest Corner of the Southwest Quarter of the Southeast Quarter of Section 33, T2S, R2W, SLB&M; thence S89°30'55"E along the 1/16th Section (40 acre) line 2,668.94 feet to the Section line; thence S01°01'24"E along the Section line 412.80 feet to the Southwest corner of that Real Property as described by Warranty Deed recorded as Entry No. 12444178 in Book 10515 at Page 9772 of the Official Records of Salt Lake County; thence S80°45'14"E along said deed 1,231.20 feet to said westerly right-of-way line; thence S08°02'55"W along said westerly right-of-way line 686.27 feet to the point of beginning.

Contains: 372.67 acres+/-

EAST COMPOSITE SURVEY DESCRIPTION

A portion of the NW1/4 & NE1/4 of Section 3, Township 3 South, Range 2 West, Salt Lake Base & Meridian, located in West Jordan City, Utah, more particularly described as follows:

Beginning at a point on the easterly right-of-way line of State Route 111 (Bacchus Highway), as determined by survey, located S89°51'40"E along the Section line 1,229.70 feet from the Northwest Corner of Section 3, T3S, R2W, SLB&M (Basis of Bearing: N0°08'45"E along the Section line between the West 1/4 Corner and the Northwest Corner of Section 3, T3S, R2W, SLB&M); thence S89°51'40"E along the Section line 1,416.09 feet to the North 1/4 Corner of said Section 3; thence S89°51'20"E along the Section line 2,524.93 feet to the northwest corner of that Real Property as described by Final Order of Condemnation and Judgement of Just Compensation recorded as Entry No. 10059359 in Book 9446 at Page 8356 of the Official Records of Salt Lake County; thence along said final order the following five (5) courses: (1) S00°08'33"W 44.94 feet; thence (2) southeasterly along the arc of a non-tangent curve to the right having a radius of 50.00 feet (radius bears: S00°08'25"W) a distance of 77.90 feet through a central angle of 89°16'19" Chord: S45°13'25"E 70.26 feet; thence (3) S00°35'22"E 465.98 feet; thence (4) along the arc of a curve to the left with a radius of 5,045.00 feet a distance of 279.37 feet through a central angle of 03°10'22" Chord: S02°10'33"E 279.33 feet to a point of reverse curvature; thence (5) along the arc of a curve to the right having a radius of 4,955.00 feet a distance of 201.23 feet through a central angle of 02°19'37" Chord: S02°35'56"E 201.21 feet to the northeast corner of that Real Property as described by Special Warranty Deed recorded as Entry No. 12424987 in Book 10506 at Page 4907 of the Official Records of Salt Lake County; thence along said deed the following two (2) courses: (1) N89°46'19"W 950.17 feet; thence (2) S00°08'20"W 1,605.00 feet to a point on the 1/4 Section line; thence N89°46'19"W along the 1/4 Section line 3,434.28 feet to said easterly right-of-way line; thence N08°02'55"E along said easterly right-of-way line 2,664.10 feet to the point of beginning.

Contains: 219.32 acres+/-

EXHIBIT B

LAND USE PLAN

JONES RANCH LAND USE DIAGRAM

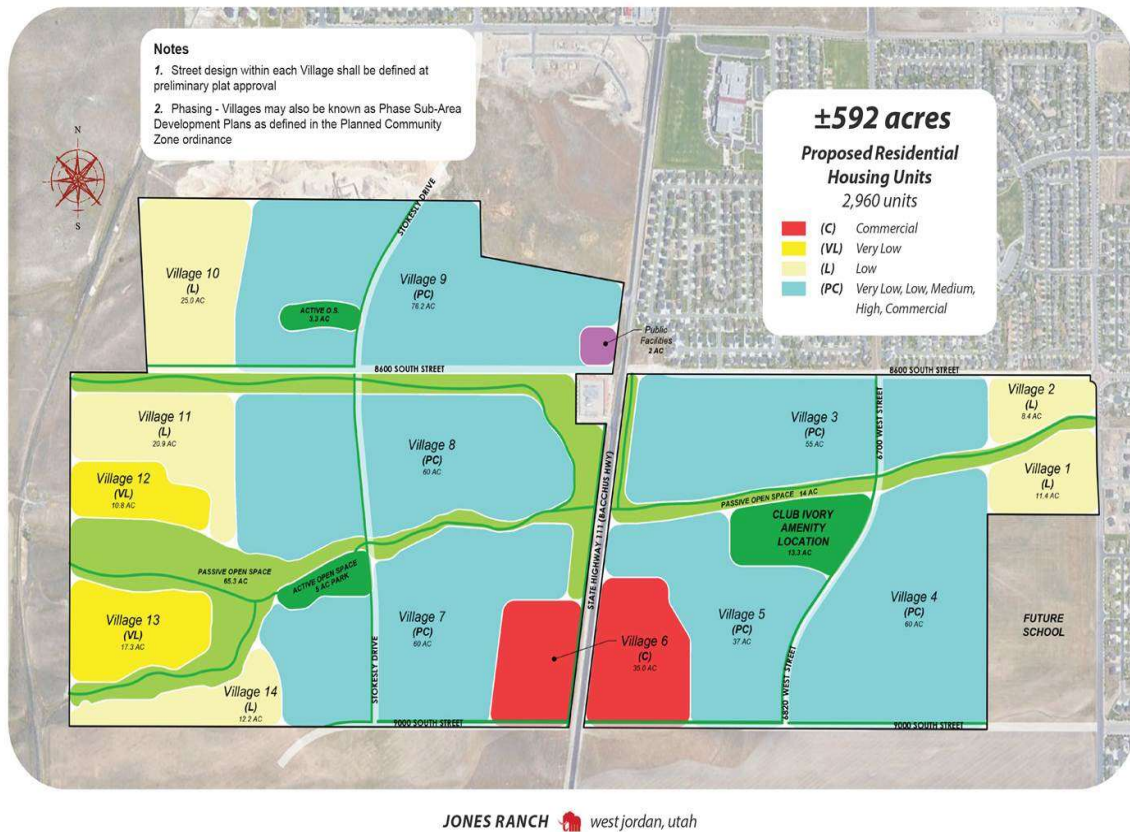


EXHIBIT C

**MASTER DEVELOPMENT PLAN (“PLAN”)
[to be attached upon approval]**

EXHIBIT D
FORM OF ASSURANCE AGREEMENT

EXHIBIT E
ANTICIPATED INFRASTRUCTURE
(attached)

Jones Ranch MDA and MDP 11042020

Final Audit Report

2020-10-30

Created:	2020-10-29
By:	Cindy Quick (Cindy.quick@westjordan.utah.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAW9jfvF0c_6uo1C5F47r0fUeXO_KjC60Z

"Jones Ranch MDA and MDP 11042020" History

-  Document created by Cindy Quick (Cindy.quick@westjordan.utah.gov)
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-  Document emailed to Larry D. Gardner (larry.gardner@westjordan.utah.gov) for signature
2020-10-29 - 9:50:51 PM GMT
-  Email viewed by Larry D. Gardner (larry.gardner@westjordan.utah.gov)
2020-10-29 - 9:55:59 PM GMT- IP address: 207.225.200.66
-  Document e-signed by Larry D. Gardner (larry.gardner@westjordan.utah.gov)
Signature Date: 2020-10-29 - 9:56:21 PM GMT - Time Source: server- IP address: 207.225.200.66
-  Document emailed to Duncan Murray (duncan.murray@westjordan.utah.gov) for signature
2020-10-29 - 9:56:23 PM GMT
-  Email viewed by Duncan Murray (duncan.murray@westjordan.utah.gov)
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-  Document e-signed by Duncan Murray (duncan.murray@westjordan.utah.gov)
Signature Date: 2020-10-29 - 9:59:22 PM GMT - Time Source: server- IP address: 73.52.173.73
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Signature Date: 2020-10-29 - 10:01:19 PM GMT - Time Source: server- IP address: 198.217.124.245
-  Document emailed to Korban Lee (korban.lee@westjordan.utah.gov) for signature
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Signature Date: 2020-10-29 - 10:49:53 PM GMT - Time Source: server- IP address: 207.225.200.66

 Document emailed to Alan Anderson (alan.anderson@westjordan.utah.gov) for signature

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2020-10-30 - 2:55:42 AM GMT- IP address: 65.130.22.229

 Document e-signed by Alan Anderson (alan.anderson@westjordan.utah.gov)

Signature Date: 2020-10-30 - 2:45:32 PM GMT - Time Source: server- IP address: 207.225.200.66

 Agreement completed.

2020-10-30 - 2:45:32 PM GMT