



## Planning and Zoning

47 S. Main Street • Room 208 • Tooele, UT 84074

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<http://www.co.tooele.ut.us/Building/planning.htm>

REZ 2021-74

# Rezone Summary and Recommendation

**Public Body:** Tooele County Planning Commission

**Meeting Date:** June 30, 2021

**Parcel IDs:** 05-050-0-018, 05-050-0-0033, 03-007-0-0039,

03-007-0-0038, 03-007-0-0037, 03-007-0-0036,

03-007-0-0020, 03-007-0-0035 & 05-050-0-0010

**Current Zone:** RR-5 (Rural Residential, 5 Acre Min)  
& C-G (Commercial General)

**Proposed Zone:** P-C (Planned Community)

**Property Location:** Located near Erda Way, between SR-36 and Droubay Road.

**Request:** Rezone from RR-5 & C-G to Planned Community (P-C) Zone

**Unincorporated:** Erda

**Planners:** Jeff Miller

**Planning Commission Recommendation:** Tabled on June 16, 2021.

**Planning Staff Recommendation:** Condition of Approval (if recommended by Planning Commission)

**Applicant Name:** Joe Colosimo

## PROJECT DESCRIPTION

Joe Colosimo is requesting a rezone from RR-5 (Rural Residential, 5 Acre Minimum) and C-G (Commercial General) to the Planned Community (P-C) Zone for nine parcels totaling 356.84 acres in size. The applicant envisions developing a master planned community (Oquirrh Point) at this location with a mixture of residential uses of varying lot sizes with a gross density of 3.53 dwelling units per acre (1,260 total residential units). **\*Please see the attached Land Use Table on page 3 (subsection e) of the applicant responses to Section 3-9.**

The proposed development will include large areas of open space and interconnected trails. Large areas of open space are being utilized as buffers around existing residential development and agricultural lands. Additional details regarding the open space areas will be made available during the Community Structure Plan (CSP) Approval.

Chapter 31 of the Tooele County Land Use Ordinance regulates the approval of Planned Communities (a copy of the approved ordinance is located at the end of this staff report). Approval of a Planned Community within Chapter 31 is a multi-step process (as defined in section 31-7) with increasing information and commitments at each step of the approval process. The first step includes approval of the P-C Zone and Plan (recommendation by the Planning Commission and approval by the County Council).

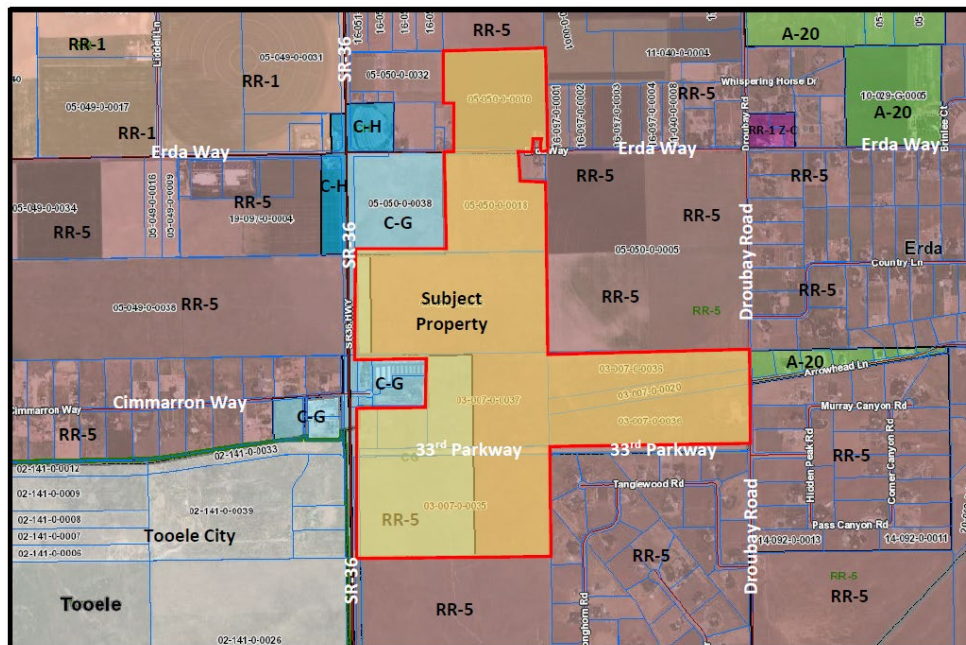
The applicant has submitted a development agreement in connection with the P-C Zone Plan, which will go before the County Commission for approval (a copy of the proposed development agreement is attached to this staff report but is not under consideration by the Planning Commission). If the applicant receives approval for the

P-C Zone Plan and the associated development agreement, they will proceed forth with the remaining steps for full approval of the proposed planned community.

As part of the proposed development, the 33<sup>rd</sup> Parkway will be constructed between SR-36 and Droubay Road.

**\*Although not required under Chapter 31 during the initial rezone stage, the applicant has ordered a traffic study for the proposed development. This will be forwarded to the planning commission for review and summarized on June 16, 2021 (if available).**

### SITE & VICINITY DESCRIPTION (see attached map)



The subject property is currently comprised of undeveloped land and appears to have been used for various agricultural purposes over the years. It is anticipated that an Intermountain Healthcare Facility (C-G Zone) will be located at the southeast corner of Erda Way and SR-36 in the future. The property is bordered on either side by properties in the C-G (Commercial General) Zone. To the north, east, and south, the property is surrounded by properties in the RR-5 (Rural Residential, 5 Acre Minimum) Zone.

The Brookfield Estates Subdivision is located immediately south and southeast of the proposed development (developed with 5-acre residential lots). Tooele City is located southwest from the proposed development.

### ZONE CONSIDERATIONS

Requirement	Existing Zone (RR-5)	Existing Zone (C-G)	Proposed Zone (P-C)
Height	35 Feet	75 Feet	35 Feet (per Dimensional Standards)
Front Yard Setback	30 Feet	Established in site plan approval (no closer than 50 feet to street line which continues as frontage into a residential district)	As shown on the attached Dimensional Standards
Side Yard Setback	20 Feet (both Main and Accessory Buildings)	Established in site plan approval (no closer than 50 feet to	As shown on the attached Dimensional Standards

		residential district boundary lines)	
Rear Yard Setback	50 Feet (both Main and Accessory Buildings)	Established in site plan approval (no closer than 50 feet to residential district boundary lines)	As shown on the attached Dimensional Standards
Lot Width	220 Feet	N/A	As shown on the attached Dimensional Standards
Lot Area	5 Acre Minimum	Buildings cannot exceed 50% of lot area.	Varies per residential phase. To be defined prior to final approval of the planned community.
Required Improvements	Street Grading, Street Base, On-Site Surface Drainage Facilities, Culinary Water Facilities, Wastewater Disposal and Street Monuments	Street Grading, Street Base, Curb and Gutter, Sidewalk, On-site Surface Drainage Facilities, Culinary Water Facilities, Wastewater Disposal and Street Monuments, any other infrastructure deemed necessary.	To be defined prior to final approval of the planned community.
Open Space Requirement (per Chapter 31)	N/A	N/A	25% Open Space (10% requirement for common open space areas)  The development has proposed a minimum of 25% Open Space (90 acres).

Compatibility with existing buildings in terms of size, scale and height.	Proposed buffering with open space areas and larger lots immediately adjacent has increased the compatibility of the proposed development with existing development in the vicinity. The general plan has envisioned a focus area of growth at the intersection of Erda Way and SR-36, with lowering residential densities as
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	development moves further away from this center.
Compliance with the General Plan.	Yes

### GENERAL PLAN CONSIDERATIONS

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According to the Future Land Use Map (Map 2-6) of the Tooele County General Plan Update 2016, the subject property is located near an anticipated “centers” of growth at the intersections of Erda Way and SR-36. The general plan envisions that a “center” could potentially consist of mixed uses (commercial uses and residential densities between 10-15 units per acres) immediately adjacent to these intersections, and an area of “Density Residential”, which allows for approximately two to eight single-family residential units per acre throughout the rest of the proposed master planned community. The proposed development anticipates a mixed-use (residential and commercial) area to be located along SR-36 in the Town Center Land Use District. The anticipated non-residential uses (Commercial/Office) in this Land Use District are anticipated at 750,000 Square Feet.

Further out to the west from these “centers” and areas of “Density Residential”, it is anticipated to potentially consist of Mixed-Density Residential/Cluster, which would allow for approximately two to four single-family residential units per acre at build out (although existing development to the southeast has currently been comprised of 5 acre lots). To increase capability with existing residential development (Brookfield Estates), the applicant is proposed 5-acre lots immediately north across the 33<sup>rd</sup> Parkway in the Neighborhood Lane Use District, as well as open space area in the immediate vicinity.

As development moves forward in Erda, it is critically important that increasing sensitivity is considered for existing residential patterns and that appropriate buffering (between open space and larger lots) exists between existing residential patterns and any change in residential densities. As shown on the proposed concept, the applicant has attempted to be sensitive to appropriate buffering adjacent to existing residential uses.

**\*If the proposed development is approved, “the (approved) P-C Zone Plan shall constitute an amendment to the Tooele County General Plan for the area covered by the P-C zone Plan.**

### ISSUES OF CONCERN/PROPOSED MITIGATION

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It is anticipated that at full build out, the proposed 33<sup>rd</sup> Parkway will include a fully signalized intersection at SR-36. Additional modifications will be made to Cimmarron Way as this is built out to prevent any unnecessary traffic congestion due to the close proximity of Cimmarron Way with the proposed/anticipated 33<sup>rd</sup> Parkway.

As development moves forward within the County, especially in areas that have historically been rural in nature, it is critically important that additional consideration is given towards appropriately buffering (most likely with open space and larger residential lots immediately adjacent to existing development. Additional details regarding all open space areas within the development will be discussed in greater detail during the CSP approval at a later date. Larger 5-acre residential lots have been proposed across from the Brookfield Estates Subdivision to help mitigate any concerns with adequate buffering, etc.

The Tooele County Health Department has made it known that standard septic systems will not be allowed going forward on parcels smaller than 5 acres in size, due to increased nitrate groundwater contamination. The applicant is proposing to mitigate this potential issue with a significant financial investment with the installation of water and sewer infrastructure on the subject property during the subsequent subdivision and development

stages. The installation of this improved water and sewer infrastructure should help to further protect against future groundwater contamination in the general area as residential development moves forward.

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## NEIGHBORHOOD RESPONSE

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Planning Staff provide all e-mails that were received from surrounding neighbors and the general public to the Tooele County Planning Commission and summarized these e-mails at the meeting on June 16, 2021. Additional comments were made during the public hearing.

In general, comments expressed concern about an increase in density for the area, water, sewer, impacts to schools and traffic, etc.

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## PLANNING COMMISSION RESPONSE

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The Tooele County Planning Commission made a motion on June 16, 2021 to table this item until the June 30, 2021 Planning Commission Meeting.

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## PLANNING STAFF ANALYSIS

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Staff has reviewed the requested rezone and has found that the subject property is located in an area, which could accommodate a master planned community according to the Tooele County General Plan Update 2016, so long as necessary steps are taken to ensure adequate access to water and sewer infrastructure, appropriate buffering between existing residential uses and the proposed development, as well as improved transportation infrastructure during build out of the proposed development.

As development moves forward in Erda, it is anticipated that any significant change in zoning and residential densities would be accomplished through the rezoning of large parcels (as deemed appropriate by the existing general plan and future general plan updates) similar in size to the subject property with adequate access to water and sewer infrastructure.

Tooele County Land Use Ordinance 3-9 (3c), states that in analyzing the proposed rezone request, Planning Staff should analyze, *"the extent to which the proposed development of the subject property in accordance with the requested zoning will be in harmony with and compatible with surrounding land uses and present development."* The requested rezone can be compatible with existing parcels in the general vicinity through thoughtful placement of various commercial, residential and open spaces, which will be located in various Land Use Districts.

**\*Please see the attached responses from the applicant in association with 3-9 (3c).**

When a larger geographical area is rezoned, and subsequently subdivided, it is much more likely that significant investments in infrastructure improvements (water and sewer) would be economically feasible and incorporated into the development. It is beneficial to the health, safety, and welfare of the residents of Tooele County that as smaller lots are created and developed (through rezoning and subdividing) within the unincorporated areas of Tooele County that the installation of infrastructure improvements (water and sewer systems) are made a priority. The applicant intends to make significant investments in water and sewer infrastructure improvements for the subject property.

## **PLANNING STAFF RECOMMENDATION**

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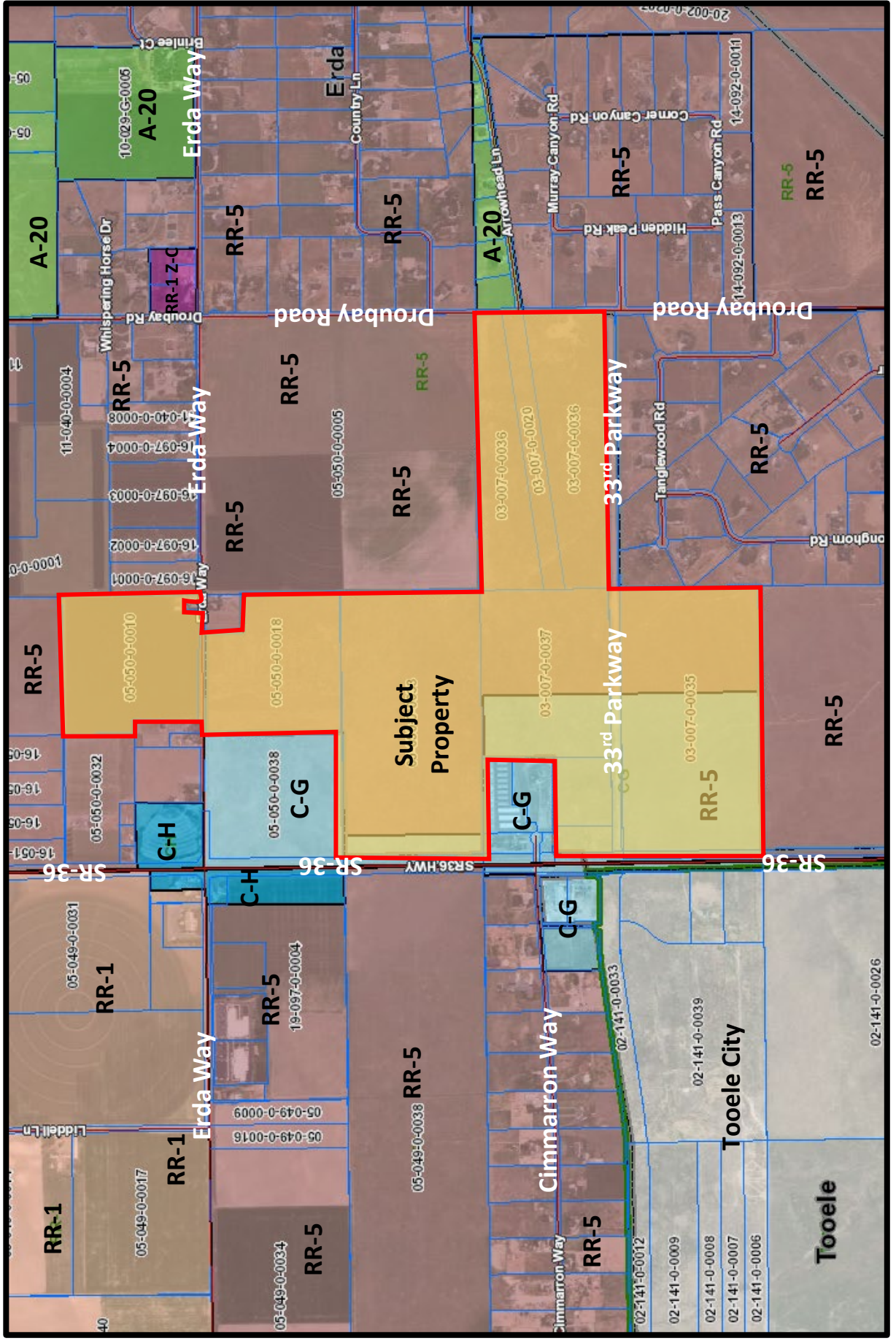
Planning Staff recommends that the Tooele County Planning Commission analyzes the information provided in this Staff Report to ensure that the proposed rezone request would be compatible with existing agricultural and residential uses in the surrounding area prior to making a recommendation to the Tooele County Council. Should a recommendation of approval be given to the Tooele County Council for the proposed rezone request, planning staff encourages the following condition of approval:

- A detailed traffic study will be a required component of the master circulation system during the Community Structure Plan (CSP) approval.



**REZ 2021-74: Rezone from RR-5 (Rural Residential, 5 Acre Minimum) & C-G (Commercial General) to the P-C (Planned Community) Zone.**

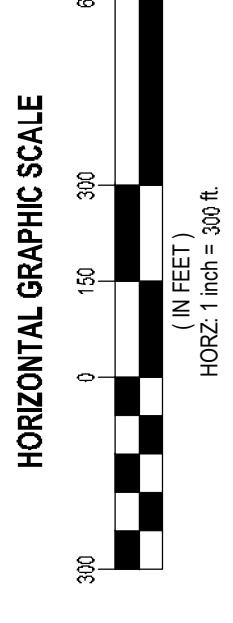
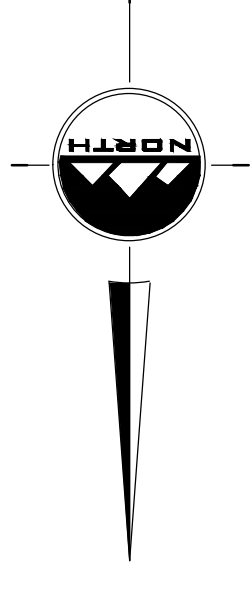
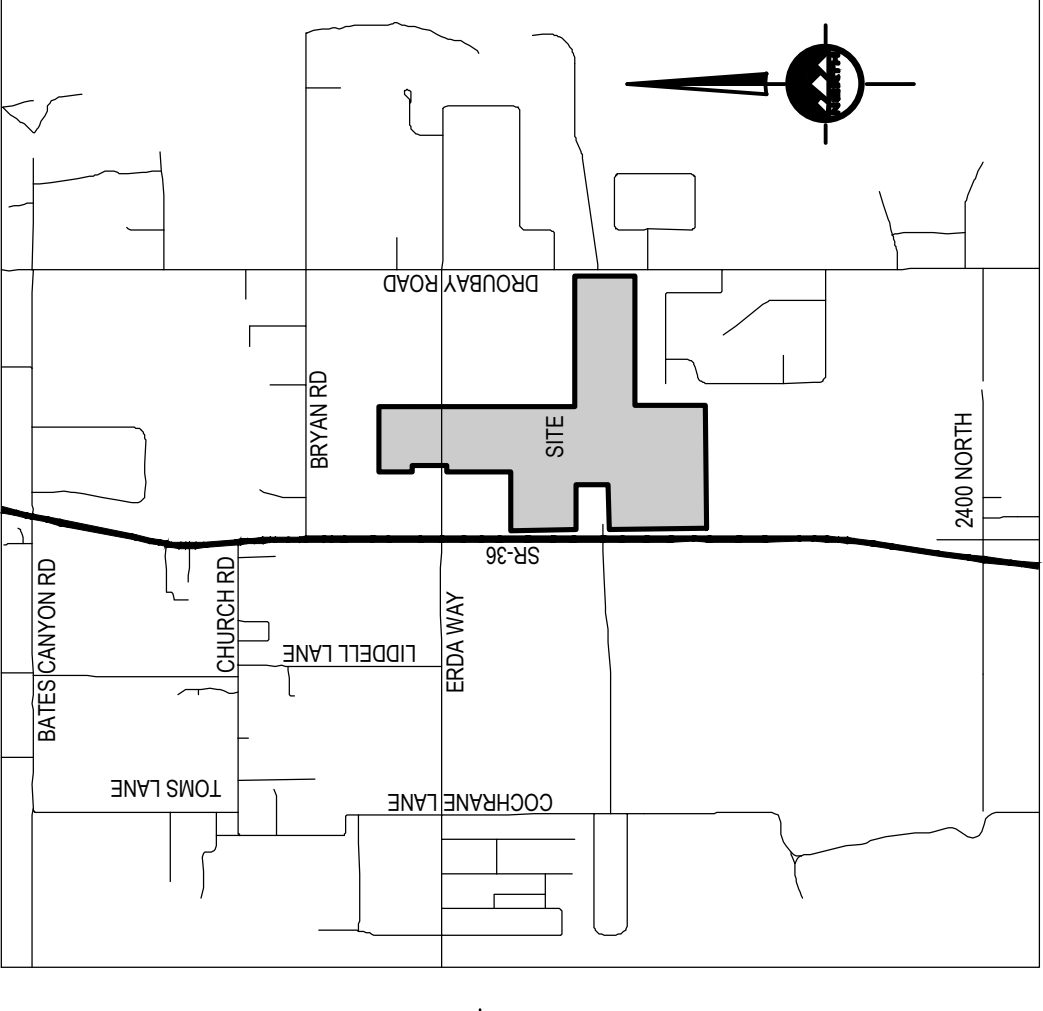
Located near Erda Way, between SR-36 and Droubay Road: (Parcel IDs: 05-050-0-0018, 05-050-0-0033, 03-007-0-0039, 03-007-0-0038, 03-007-0-0037, 03-007-0-0036, 03-007-0-0020, 03-007-0-0035, & 05-050-0-0010)



**OQUIRRH POINT**

ERDA, UTAH

CONCEPT





## **P-C Zone Plan Questions**

**(a) Name of planned community;**

Qquirrh Point

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

Oquirrh Point LLC  
1499 West 4000 North, Helper, UT 84526  
801-558-9153  
Contact: David Verdi

**Property Owners**

1. RBW Investments LLC  
24226 116th Ave W  
Woodway, WA 98020
2. BRK&H LLC  
1515 W 2200 S STE C  
Salt Lake City, UT 84119
3. Geraldine B Sagers Trustee  
484 S 300 W  
Tooele, UT 84074

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

Parcels 05-050-0-0018, 05-050-0-0033, 03-007-0-0039, 03-007-0-0038, 03-007-0-0037, 03-007-0-0036, 03-007-0-0020, 03-007-0-0035, 05-050-0-0010 to be rezoned PC. See legal descriptions below.

Nominally 360 acres

See accompanying site plan.

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

<b>Land Use Table</b>				
<b>LAND USE</b>	<b>ACRES</b>	<b>% OF TOTAL ACRES</b>	<b>VISION</b>	<b>PROJECTED RESIDENTIAL UNITS</b>
<b>Neighborhood</b>	107	30%	This is designed for comparatively low density mixed use development that emphasizes residential (single and multi-family) use, but also includes office, commercial, public/semi-public, and recreation/open space uses.	150
<b>Village</b>	138	38%	This is designed for medium density mixed use development that includes residential (single and multi-family), office, commercial, public/semipublic, recreation/open space uses, without predetermined emphasis on any single use.	1010
<b>Town Center</b>	25	7%	This is designed for high density mixed use development that emphasizes office, commercial and recreational uses, but also includes residential (single and multi-family), public/semi-public, and open space uses.	100
<b>Parks and Open Space</b>	90	25%	Landscaped area, natural area or farmland that is established to provide and preserve outdoor recreational, agricultural, or other similar uses. In addition to the open space district, areas of open space may also be provided within the other land use districts as well, which may include open space and common areas.	
	360		3.5 Residential Units / Acre	1,260

<b>Dimensional Standards</b>						
<b>Building</b>	<b>Min. Frontage</b>	<b>Building Heights</b>	<b>Setback: Front to Garage</b>	<b>Setback: Front to House</b>	<b>Setback: Rear Yard</b>	<b>Setback: Side Yard</b>
<b>5 Acres Lots</b>	50	35	50	50	50	20
<b>1 Acre Lots</b>	50	35	30	30	30	20
<b>21,000 SF Lots</b>	50	35	30	30	30	8
<b>12,000 SF Lots</b>	45	35	20	20	20	8
<b>8,000 SF Lots</b>	40	35	20	20	20	8
<b>4,000 SF Lots</b>	40	35	15	15	15	5
<b>Alley-Loaded Lots</b>	40	35	15	15	5	5
<b>Multi Residential</b>	40	55	15	15	15	5

<b>Range of Square Footage</b>			
<b>Building</b>	<b>Min. Finished Square Footage</b>	<b>Max. Finished Square Footage</b>	<b>Does not include unfinished basement in Square Footage</b>
<b>5 Acres Lots</b>	1,500	N/A	Yes
<b>1 Acre Lots</b>	1,500	N/A	Yes
<b>21,000 SF Lots</b>	1,500	N/A	Yes
<b>12,000 SF Lots</b>	1,300	N/A	Yes
<b>8,000 SF Lots</b>	1,300	N/A	Yes
<b>4,000 SF Lots</b>	1,200	N/A	Yes
<b>Alley-Loaded Lots</b>	1,000	N/A	Yes
<b>Multi Residential</b>	500	N/A	Yes

## Permitted and Conditional Uses

Use	P-C Zone
Single Family Dwellings	Permitted
Two-family Dwellings	Permitted
Three-family Dwellings	Permitted
Four-family Dwellings	Permitted
Multi-Family Dwellings	Permitted
Commercial Uses	Conditional
Private Road	Permitted
Parks and Playgrounds	Permitted
Public and Quasi-Public Uses	Permitted
Farming	Permitted
Fruit and Vegetable Stand	Conditional
Personal Agriculture	Permitted
Accessory buildings and uses customarily incidental to permitted uses	Permitted
Accessory uses and buildings customarily incidental to conditional uses	Conditional
Adult day care	Conditional
Child care	Conditional
Home occupations	Conditional
Dwellings or residential facility for elderly or disabled persons	Conditional
Church	Conditional
Home occupations	Conditional
Hospital; medical or dental clinic accessory to a hospital and located on the same premises	Conditional
Beauty shops for pets, dog grooming	Conditional
Automatic car wash	Permitted
Automobile service station	Permitted
Bank	Permitted
Barber shop	Permitted
Beauty shop	Permitted
Café, restaurant	Permitted
Clothing store	Permitted
Convenience store with gasoline sales	Permitted
Department store	Permitted
Drugstore	Permitted
Flooring, carpet repair and sales	Permitted
Florist shop	Permitted
Grocery	Permitted
Medical/dental clinic	Permitted
Office, business or professional	Permitted
Tire shop	Permitted
Wholesale business	Conditional
Hotel, motel, inn	Permitted
Retail sales	Permitted

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

Sewer services will be provided by Stansbury Park Improvement District. Culinary water will be provided by Oquirrh Point Water Company which is a new private water company being formed to support the Oquirrh Point planned community and surrounding future development. Transportation in the area is overseen by UDOT and Tooele County. The proposed development is expected to develop approximately 1,260 ERUs in mixed use, attached-unit residential, single family detached residential, and commercial development.

### **Sanitary Sewer Infrastructure**

Stansbury Park Improvement District serves about 3,500 ERUs with collection, transmission and sewer treatment in lagoons in the northwest portion of the Stansbury Park Improvement District service area. The sewer system consists of treatment lagoons with a total capacity of 1.5 million gallons per day, pipelines that consist largely of 8" sewer collection lines and some larger diameter 10"-15" trunk lines.

Oquirrh Point will construct a new sewer line that runs from the west side of Stansbury Park to the Oquirrh Point development. This new line will be over four miles in length.

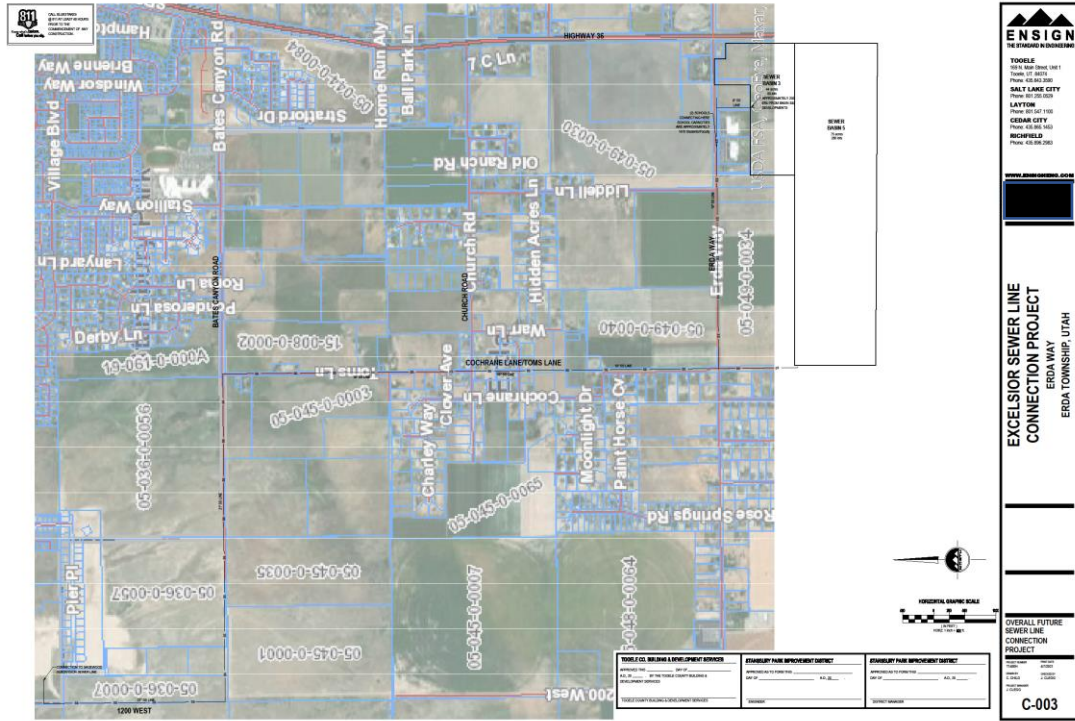
### **Transportation Infrastructure**

Oquirrh Point will work with UDOT and Tooele County, conduct the necessary studies to understand future traffic impacts and expects to upgrade existing trafficways and construct new infrastructure to serve the development.

### **Power, Gas and Communications Infrastructure**

Oquirrh Point will work with Rocky Mountain Power, Dominion Energy, Comcast and CenturyLink to serve the development.

# Sewer Line Development



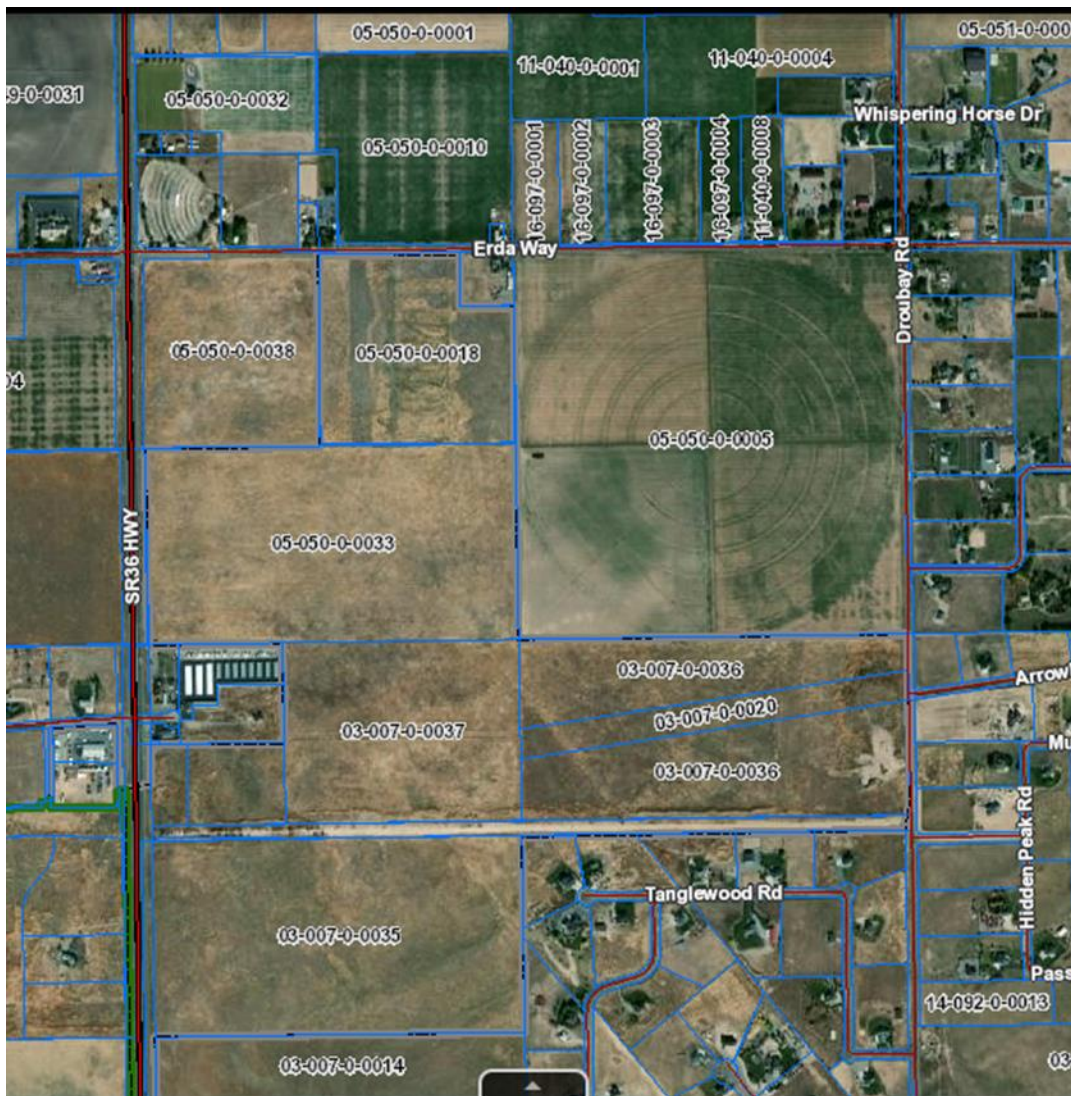


**(f) Existing waterways, major utilities, easements and flood boundary;**

No waterways, major utilities, easements, or flood boundary exist at this point. Easements and major utilities will be developed as part of the development process.

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

As illustrated in the Adjacent Property Map below, the site is primarily surrounded by agricultural/vacant properties, with limited highway commercial uses along SR-36. There is also limited residential uses bordering the property.



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

The proposed rezone area is approximately 360 acres of undeveloped land on the east side of Hwy-36 in unincorporated Tooele County. The property and adjacent property is relatively flat and slopes to the north west as the valley generally does. Most of the property has been used for grazing historically except for one parcel on the north end that is used for irrigated crops. The site is primarily surrounded by agricultural/vacant properties, with limited highway commercial uses along SR-36. There is also limited residential uses bordering the property.

**(i) Other information deemed necessary by the Director.**

Nothing requested at this point.

## Legal Descriptions.

05-050-0-0010

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

05-050-0-0018

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

05-050-0-0033

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

03-007-0-0039

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

03-007-0-0038

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

03-007-0-0037

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

03-007-0-0036

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

03-007-0-0020

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

03-007-0-00R1

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

03-007-0-0035

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

# Oquirrh Point P-C Zone Application

## Property Owners

1. RBW Investments LLC  
24226 116th Ave W  
Woodway, WA 98020
2. BRK&H LLC  
1515 W 2200 S STE C  
Salt Lake City, UT 84119
3. Geraldine B Sagers Trustee  
484 S 300 W  
Tooele, UT 84074

**(a) General existing site characteristics including ownership, topography, soils, drainage, vegetation and other physical characteristics of the area proposed to be changed;**

The proposed rezone area is approximately 360 acres of undeveloped land on the east side of Hwy-36 in unincorporated Tooele County. The property is relatively flat and slopes to the north west as the valley generally does. Most of the property has been used for grazing historically except for one parcel on the north end that is used for irrigated crops. The properties are currently owned by two limited liability companies and a trust.

**(b) A legal description of the area to be zoned;**

Parcels 05-050-0-0018, 05-050-0-0033, 03-007-0-0039, 03-007-0-0038, 03-007-0-0037, 03-007-0-0036, 03-007-0-0020, 03-007-0-0035, 05-050-0-0010 to be rezoned PC. See legal descriptions below.

**(c) Types of land uses permitted, conditional or prohibited in current zoning district and the proposed zoning district**

The property is currently zoned RR-5 and CG (Commercial General) permitted uses for RR-5 and CG are provided in Tooele County Land Use Ordinance tables attached with this application.

Proposed Zoning: All Parcels are proposed to be Planned Community Zone (PC). Each P-C Zone establishes land uses and development patterns, densities, and standards unique to that zone. Upon approval the established land uses and development patterns and densities are established pursuant to the P-C Zone Plan and one or more development agreements. The P-C Zone may consist of any number or combination of the following land use districts that are to be identified in the Community Structure Plan:

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



(2) Village: This category is designed for medium density mixed use development that includes residential (single and multi-family), office, commercial, public/semipublic, recreation/open space uses, without predetermined emphasis on any single use. This category may accommodate gross residential densities between seven (7) and twenty (20) units per acre.

(3) Town Center: This category is designed for high density mixed use development that emphasizes office, commercial and recreational uses, but also includes residential (single and multi-family), public/semi-public, and open space uses. This category may accommodate gross residential densities up to twenty (20) units per acre

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

(5) Open Space: Landscaped area, natural area or farmland that is established to provide and preserve outdoor recreational, agricultural, or other similar uses. In addition to the open space district, areas of open space may also be provided within the other land use districts as well, which may include open space and common areas.

Should densities be increased they will follow the Tooele County Land Use Ordinance Chapter 31, Planned Community Zone (P-C).

**(d) Existing transportation patterns to including public and private roads and internal and external circulation patterns, rights-of-way, easements, and parking**

As illustrated in the Community Structure Plan diagram which follows, the area is currently served by Hwy-36, Erda Way and Droubay Road. A section of the future 33<sup>rd</sup> Parkway is also contained within the project. A proposed system of collector and secondary roads will connect the project to these roads and destinations beyond, and will be supported by a local road system that will provide a fully-connected access and circulation system for the area. Specific rights-of way, easements and parking have yet to be determined. Likewise, ownership of the future roads yet to be determined.

**(e) Existing and proposed land uses, open spaces, impervious surfaces including streets, parking areas, structures and buildings with a general description of size area intensities/densities, and height, and proposed storm-water drainage facilities**

Existing land use is predominantly undeveloped agricultural and vacant land.

The proposed land use is illustrated and described in the Community Structure Plan and Land Use Table below. Accordingly, the affected areas encompass a mix of neighborhood, town

center and village uses, intermixed within a robust and well-distributed open space system. Due to the level of planning and design that has been completed, the amount of impervious areas resulting from streets, parking areas, buildings and similar features have yet to be determined, although they can be estimated to be less than 25% overall.

Specific intensities/densities, heights and forms of buildings and uses have yet to be determined, although general concepts and ideas are illustrated in Land Use Table which follow.

<b>Land Use Table</b>				
<b>LAND USE</b>	<b>ACRES</b>	<b>% OF TOTAL ACRES</b>	<b>VISION</b>	<b>PROJECTED RESIDENTIAL UNITS</b>
<b>Neighborhood</b>	107	30%	This is designed for comparatively low density mixed use development that emphasizes residential (single and multi-family) use, but also includes office, commercial, public/semi-public, and recreation/open space uses.	150
<b>Village</b>	138	38%	This is designed for medium density mixed use development that includes residential (single and multi-family), office, commercial, public/semipublic, recreation/open space uses, without predetermined emphasis on any single use.	1010
<b>Town Center</b>	25	7%	This is designed for high density mixed use development that emphasizes office, commercial and recreational uses, but also includes residential (single and multi-family), public/semi-public, and open space uses.	100
<b>Parks and Open Space</b>	90	25%	Landscaped area, natural area or farmland that is established to provide and preserve outdoor recreational, agricultural, or other similar uses. In addition to the open space district, areas of open space may also be provided within the other land use districts as well, which may include open space and common areas.	
	360		3.5 Residential Units / Acre	1,260

## Community Structure Plan



### (f) Existing and proposed utilities and infrastructure

Sewer services will be provided by Stansbury Park Improvement District. Culinary water will be provided by Oquirrh Point Water Company which is a new private water company being formed to support the Oquirrh Point planned community and surrounding future development. Transportation in the area is overseen by UDOT and Tooele County. The proposed development is expected to develop approximately 1,260 ERUs in mixed use, attached-unit residential, single family detached residential, and commercial development.

#### Sanitary Sewer Infrastructure

Stansbury Park Improvement District serves about 3,500 ERUs with collection, transmission and sewer treatment in lagoons in the northwest portion of the Stansbury Park Improvement District service area. The sewer system consists of treatment lagoons with a total capacity of 1.5 million gallons per day, pipelines that consist largely of 8" sewer collection lines and some larger diameter 10"-15" trunk lines.

Oquirrh Point will construct a new sewer line that runs from the west side of Stansbury Park to the Oquirrh Point development. This new line will be over four miles in length.

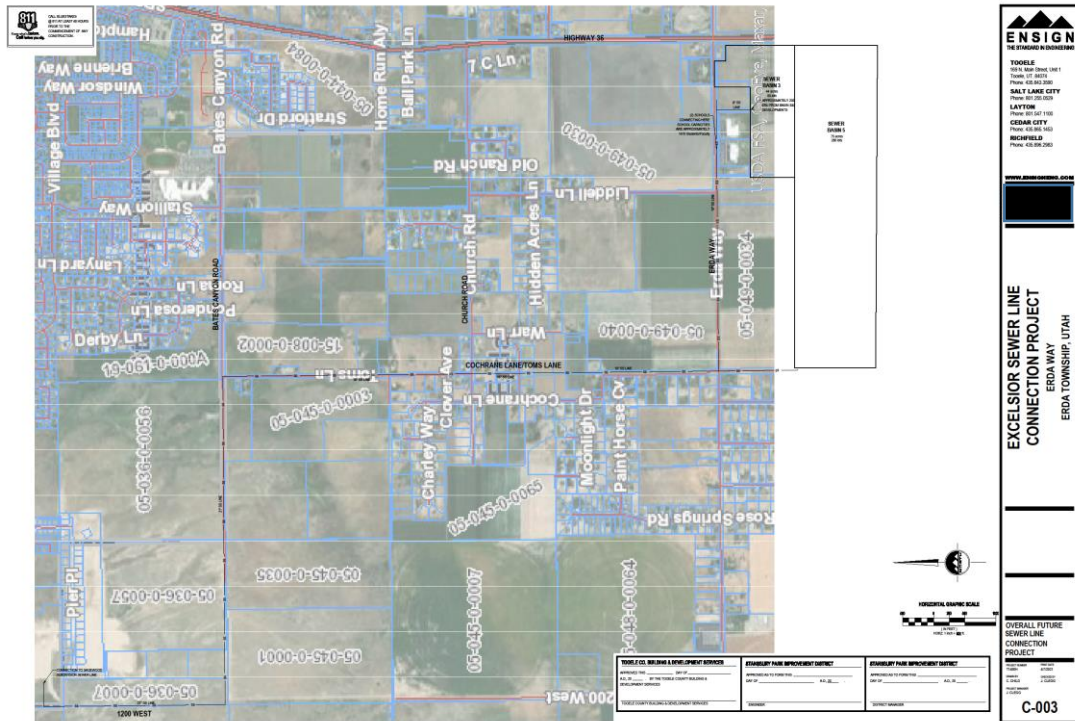
**Transportation Infrastructure**

Oquirrh Point will work with UDOT and Tooele County, conduct the necessary studies to understand future traffic impacts and expects to upgrade existing trafficways and construct new infrastructure to serve the development.

**Power, Gas and Communications Infrastructure**

Oquirrh Point will work with Rocky Mountain Power, Dominion Energy, Comcast and CenturyLink to serve the development.

**Sewer Line Development**



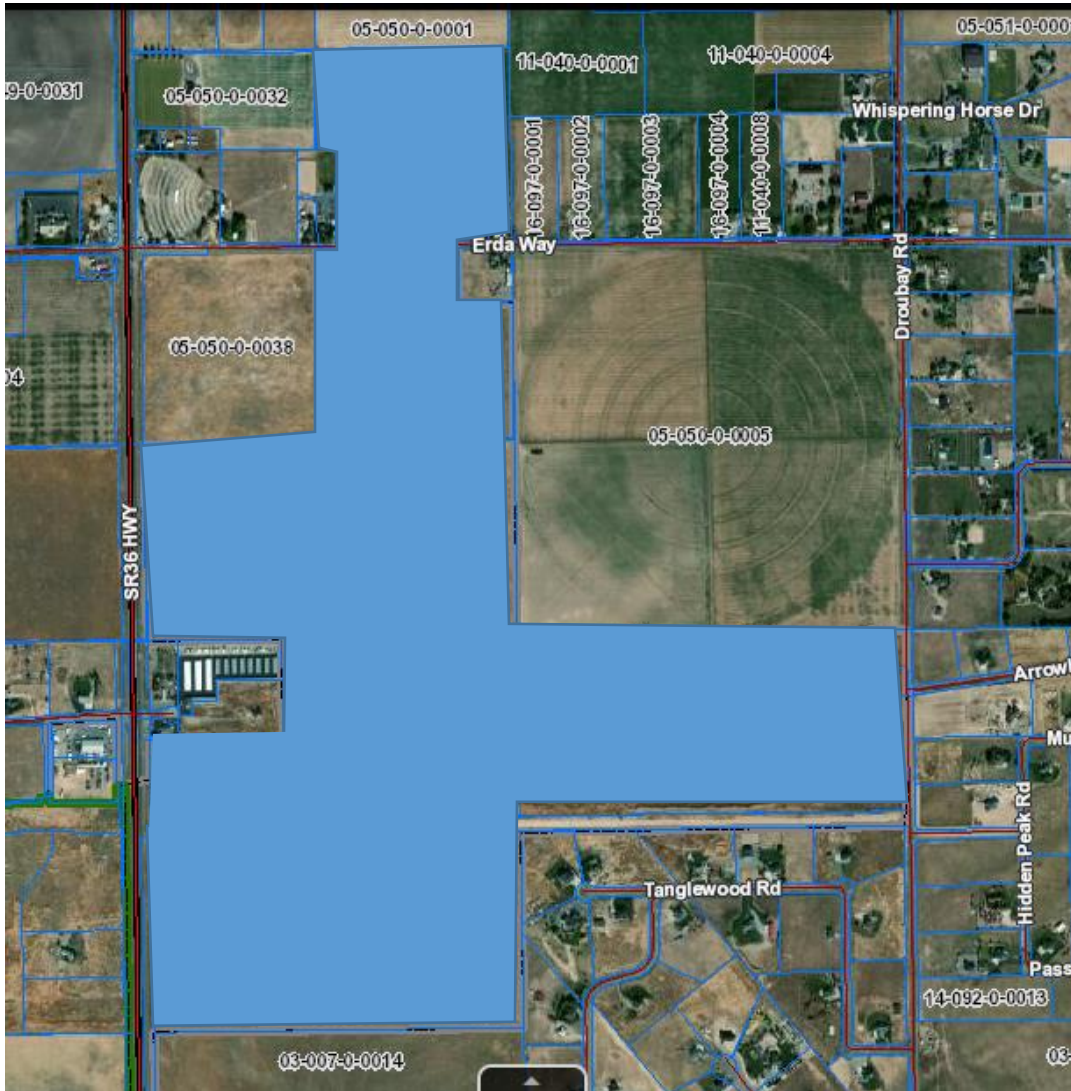
- (g) The relationship of the proposed zone change with the Tooele County General Plan and specifically how the propose zone change would conflict, conform, complement or otherwise affect the general plan as well as any special studies that are designed to further detail the Tooele County General Plan in a specific area

The proposed zone change support the vision established in the Tooele County General Plan, which supports the development of mixed-use centers in this area. The Community Structure Plan illustrates how the densest and most intense uses are located along SR-36, and are complemented by less intense uses as one moves away from the major road system. This is

further enhanced by the location of a Town Center Mixed Use Nodes at the intersection of SR-36 and 33<sup>rd</sup> Parkway.

**(h) An area map showing adjacent property owners and existing land uses within 500 feet of the area proposed to be rezoned**

As illustrated in the Adjacent Property Map below, the site is primarily surrounded by agricultural/vacant properties, with limited highway commercial uses along SR-36. There is also limited residential uses bordering the property.





**(i) The location, description and acreages of land uses**

See the Community Structure Plan and Land Use Table above for the proposed locations and detailed descriptions and acres of proposed land uses. To summarize, the area is proposed to include 105 acres of Neighborhood land, 25 acres of Town Center sites, 90 acres of Parks and Primary Open Space, 140 acres of Village uses. These areas are configured in a manner that supports the development of a well-configured, mixed use community comprised of specific neighborhoods and linked by a well-conceived road system and a robust and unified trail and open space system.

**(j) The approximate location and number of residential units along with approximate square footage, density and height**

See the Community Structure Plan and Land Use Table above for the approximate location and number of units of residential use. To summarize, the area is anticipated to include 1,260 residential units or Equivalent Residential Units (ERU). While specific floor area has yet to be determined, it can be estimated to be slightly less than 2.5 million SF assuming the average residential unit or ERU is 2,000 SF.

**(k) The approximate location and square footage of non-residential buildings**

Non-residential uses are anticipated to be concentrated in Village and Town Center areas primarily as mixed-use development and commercial. Overall limited number of acres are anticipated to be dedicated to commercial uses. A rough estimate of the number of the potential square feet of non-residential uses in these areas is 750,000 square feet.

**(l) A calculation of the approximate amount of open space both before and after build-out construction indicating areas of expected open space and new landscaping, including maintenance plans for these areas**

The affected area is currently dominated by vacant and undeveloped land, none of which is specifically designated as open space. As illustrated in the Community Structure Plan and Land Use Table above, at least 90 acres, or 25% of the site, is earmarked as open space. The bulk of the area is anticipated to be comprised of natural open space corridors, trails, and agricultural. Additional parks and open space areas are anticipated within the Town Center, Village and Neighborhood areas, comprising the local parks and trail system.

**(m) If the site has unusual or unique natural features, a demonstration of how proposed development preserves and utilizes natural topography and geologic features, scenic vistas, trees and other vegetation, and prevents the disruption of natural draining patterns, and if appropriate, geotechnical studies submitted to indicate soil types, depth of bedrock and slope stability**

The site is primarily flat undeveloped ground.

- (n) A description of availability of culinary and irrigation water, community facilities such as schools, fire protection services and other types of facilities that would serve the re-zoned area and how these facilities are affected by this proposal**

Sewer service will be provided by SPID. North Tooele County Fire District provided fire and emergency response for the area. Culinary water will be provided by Oquirrh Point Water Company. Oquirrh Point has 800 acre feet of water right owned or under contract for purchase to support the development of the new water company. Schools will be provided by Tooele County School District.

- (o) Approximate location and size of storm water detention and retention areas and calculations on the impact to those systems as a result of the change in density and use of land**

Storm water development and calculation will be engineered at the appropriate time in the development process.

- (p) An indication of the construction schedule of any project proposed**

Construction schedule will be developed at the appropriate time in the development process.

- (q) For multi-phased projects, a phasing plan that describes the anticipated timing and geographical extent of each phase**



- (r) A detailed traffic study showing the vehicle trips per day on average at buildout and a determination how the project would significantly alter existing traffic patterns or volume

Traffic studies will be completed at the appropriate time in the development process.

## Legal Descriptions.

05-050-0-0010

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

05-050-0-0018

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

05-050-0-0033

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

03-007-0-0039

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

03-007-0-0038

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

03-007-0-0037

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

03-007-0-0036

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

03-007-0-0020

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

03-007-0-00R1

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

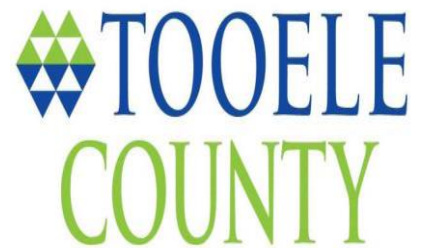
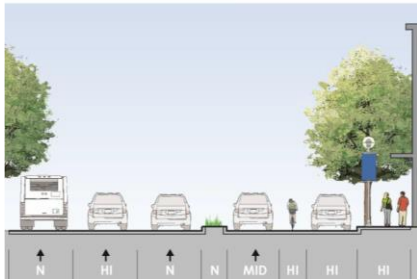
03-007-0-0035

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



# Oquirrh Point Planned Community Envision the Future – 2021

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## Community Deliverables

1. Rural Preservation, as much as 65 acres of ground will be preserved for agricultural.
2. Rural Preservation, provide an agricultural protection buffer around historic Droubay family farm.
3. Rural Preservation, a significant commitment is made to large 1-5 acre lots.
4. Open Space, over 25% of the total acreage will be parks, dedicated open space, or agricultural preservation.
5. Commitment to moderate income housing. 10% of the housing units in Oquirrh Point will meet the moderate income housing income standards.
6. Protects Tooele County from moderate income housing lawsuits.
7. Brings significant sewer infrastructure to Erda which protects the drinking water for the residents of Erda and Stansbury Park.
8. Construction of the first segment of the 33<sup>rd</sup> Parkway.
9. Pedestrian underpass of the 33<sup>rd</sup> Parkway.
10. Saves taxpayer funds by eliminating future lawsuits related to the Murry Canyon and Legacy Village PUDs.
11. New water company provides for better water management of limited water resources.
12. Significant trails, walkways, and sidewalk system. A pedestrian underpass will be constructed by Oquirrh Point at the 33<sup>rd</sup> Parkway.
13. Significant commercial development along SR-36.
14. Creation of life stage housing. Live – Grow – Retire in the same community.

# Tooele County General Plan

The General Plan establishes four key land use principles, these principles represent sound community planning, and are integrated into Oquirrh Points vision and design decisions. Each of the four principles are incorporated into and supported by Oquirrh Point.

## LAND USE PRINCIPLE 1

Create density and intensity near cities, services and gathering places, including schools and centers.

## LAND USE PRINCIPLE 2

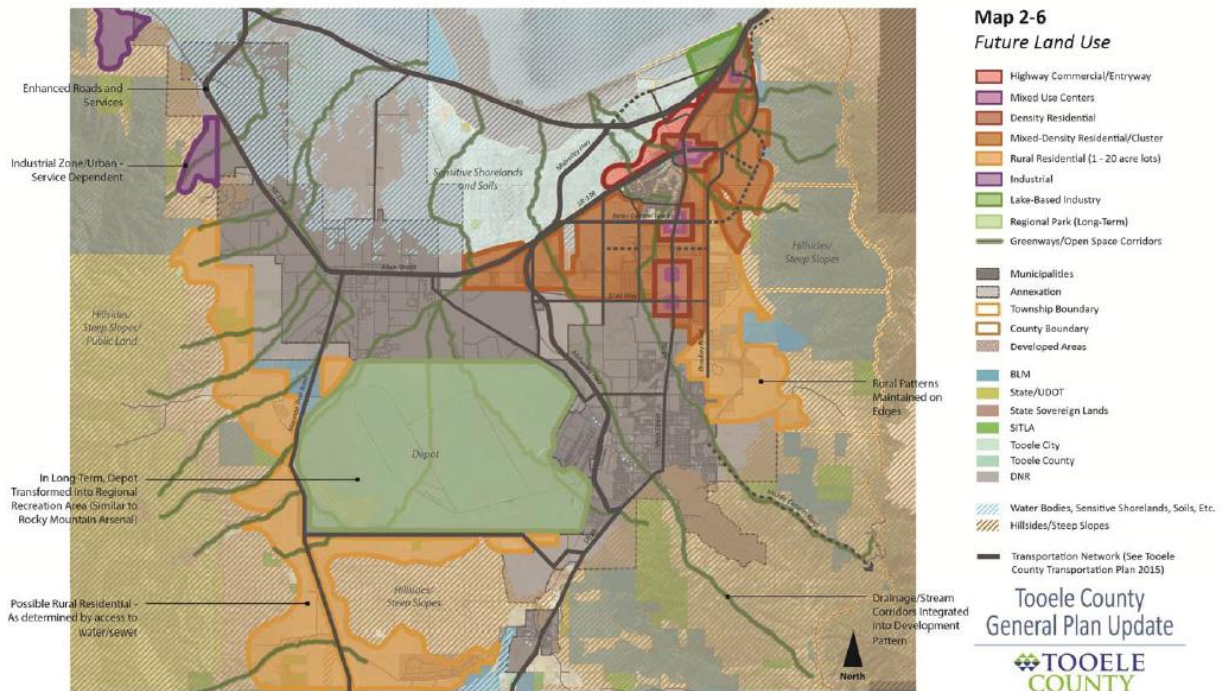
Use flexible and creative planning to achieve better neighborhood growth and development.

## LAND USE PRINCIPLE 3

Develop Tooele County into a self-sufficient region that includes adequate employment and service opportunities.

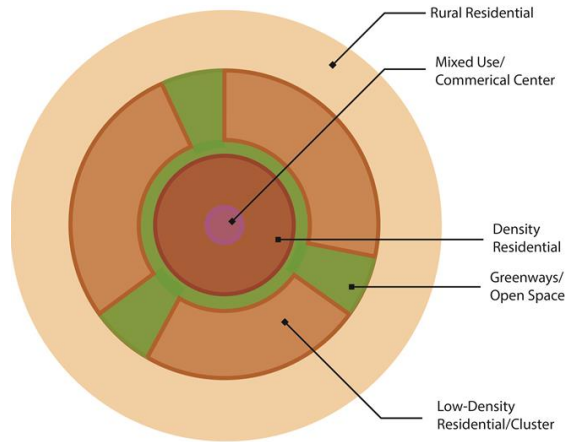
## LAND USE PRINCIPLE 4

Preserve public lands, historic sites, cultural landscapes and scenic resources as part of a comprehensive planning approach.



## Development Centers

The “Centers” concept plan will be the center of the design for Oquirrh Point.



The Tooele County General Plan outlines the future land use for the Oquirrh Point area to include:

- **Mixed Use Centers**
- **Density Residential**
- **Mixed-Density Residential/Cluster**

Although the General Plan does not call for Rural Residential to be included in the area of the Oquirrh Point Community the developers of Oquirrh Point see the need and advantage to include Rural Residential into the planned community. This will preserve the rural feel and character for much of the area.

A brief description of each area will be useful to envision the planned community design.

### MIXED USE CENTERS

Key nodes along SR-36 should be developed into mixed use centers. These places are envisioned to be thriving mixed-use destinations that serve the surrounding areas with services. The centers should range from one-quarter to one-half mile in extent, and should be carefully designed to capture the unique vernacular forms and themes that define Tooele Valley. Residential density should range from a minimum of ten units per acre and up to fifteen, helping to create a core population to support alternative transit modes.

### DENSITY RESIDENTIAL

This category encompasses a range of residential forms, styles and densities, all laid out in a manner that results in engaging and coordinated neighborhoods. Single-family residential uses at net densities ranging from two to eight units per acre are envisioned, utilizing Clustered Development and similar techniques to help integrate residences with the natural attributes of specific sites and surrounding landscapes. The provision of neighborhood gardens, parks, corrals, trails and other amenities are all possible, depending on the concept. Clustered Development also provides



opportunities to access to large tracts of regional open space and recreation amenities not otherwise possible in more typical developments.

### **MIXED - DENSITY RESIDENTIAL/ CLUSTERED DEVELOPMENT**

This category will continue to be the most prevalent residential use, encompassing new development areas and infill within existing single-family neighborhoods. New neighborhoods should be developed with a wider range of housing types, including Clustered Development, which should become the norm rather than the exception. Anticipated densities should range from two to four units per acre, depending on specific site and infrastructure opportunities.

### **RURAL RESIDENTIAL (1 TO 5 ACRES LOTS)**

This category will continue along the east and south edges of the Valley where water is limited, septic systems are the norm, a rail line limits access, and contaminated land limit development potential.

#### *ENVISIONED RESIDENTIAL*



Density Residential



Mixed Residential/  
Clustered Development



Rural Residential

## Parks, Open Space & Agricultural Preservation

One of the primary focuses of Oquirrh Point is preservation of open space and agricultural activities. Parks and recreation additions throughout the residential areas will enhance the community and overall living experience. Over 25% of the land contained within Oquirrh Point will be dedicated to the parks, open space, and agriculture preservation this represents 90 acres of land.



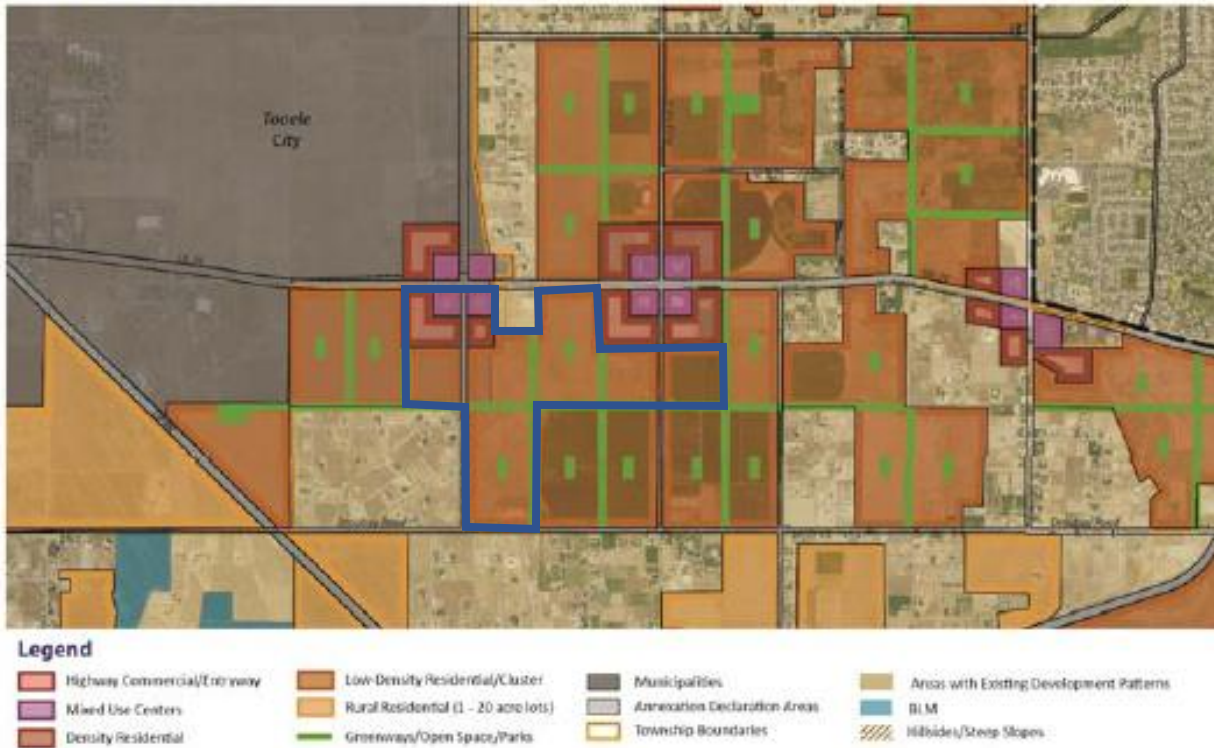
## Conservation Easements

Conservation easements provide a great tool for community development and design. The community can be designed to enhance the preservation of open space and cluster the homes to better utilize limited resources. Open space and agriculture preservation will utilize conservation easements to preserve the land.



The General Plan contains an illustration of how the land use patterns surrounding Highway 36 could be positively transformed through the implementation of Mixed Use Centers at key nodes surrounded by Density Residential, Mixed Residential/Clustered Development and Rural Residential. The Oquirrh Point development follows this guidance specifically.

### At Build-out



The Tooele County General Plan identifies three guiding principals to help direct residential growth for Tooele Valley in the future. These three guiding principles are accomplished by Oquirrh Point.

Guiding Principle 1: Preserve and enhance Tooele Valley’s Neighborhoods

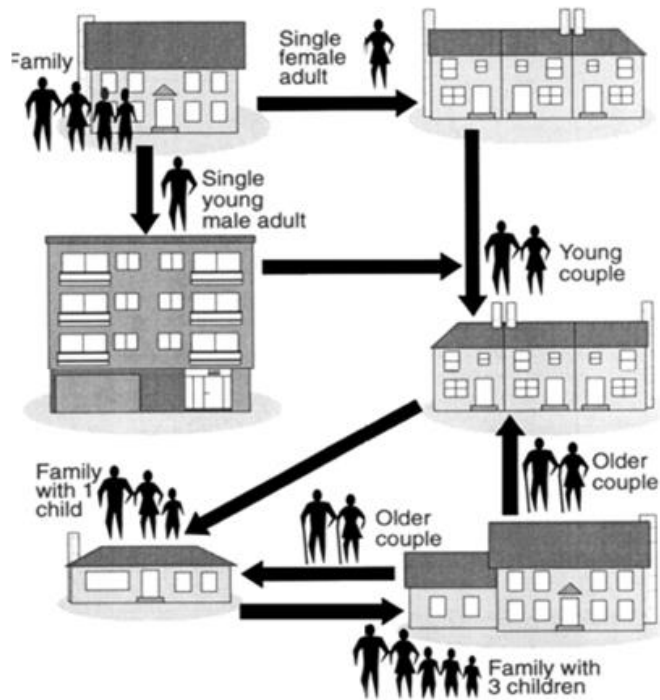
Guiding Principle 2: Provide a range of housing types for all demographics and ages

Guiding Principle 3: Locate density near cities, communities, services or gathering places

### LIFECYCLE HOUSING

It is important to ensure housing suitable for different stages of life, such as units for singles and young couples, townhomes for retirees, as well as opportunities for senior citizen housing and long-term care/assisted living facilities. Such an approach creates opportunities for people to live

and grow in the same community. It also enables young couples, families, and the elderly to live near relatives



## Moderate Income Housing

In 2019 Tooele County amended the General Plan adopting seven strategies to increase moderate income housing. Little progress has been made in achieving increased moderate income housing or implementing the seven strategies. With this in mind and recognizing the severe need for moderate income housing Oquirrh Point represents a significant step forward to meeting moderate income housing in Tooele County.

Moderate income housing is a foundational cornerstone of the Oquirrh Point planned community. To make a significant commitment for moderate income housing a number of stakeholders are going to need to come together, Oquirrh Point is committed to taking a leadership role in this effort. The developers of Oquirrh Point have committed to 10% of the units within the planned community to be moderate income housing.

The county is currently at risk of a lawsuit to enforce the moderate housing plan since little to no progress has been made within or by the county to implement the moderate income housing plan. As discussed above the Oquirrh Point planned community meets five of the seven strategies.



**Implementation Strategy 1: Rezone for densities necessary to ensure the production of moderate-income housing**

Tooele County has recently adopted the Planned Community Zone (PC), which encourages master planned communities with a variety of housing types, some of which would be suitable for moderate-income housing.

**Implementation Strategy 2: Facilitate the rehabilitation or expansion of infrastructure that will encourage the construction of moderate-income housing**

Tooele County has actively worked with the Utah Department of Transportation (UDOT) to be awarded funding for the Midvalley Highway project at the north end of the Tooele Valley (construction has started in the third quarter of 2019).

**Implementation Strategy 4: Allow for higher density or moderate-income residential development in commercial and mixed-use zones, commercial centers, or employment centers**

The Tooele County General Plan Update 2016 promotes the creation of “centers” along SR-36, and in other appropriate areas throughout the Tooele Valley. These “centers” would be appropriate locations for moderate-income housing. Tooele County should establish a mixed-use zone that would further promote a mixture of commercial and residential uses with the potential for moderate-income housing.

**Implementation Strategy 5: Encourage higher density or moderate income residential development near major transit investment corridors**

Tooele County has a number of major transit corridors within the Tooele Valley (Interstate 80, Midvalley Highway, SR-36 & SR-138). Moderate income residential development could be supported near these major corridors in appropriate locations. It is anticipated that significant financial investments will be made to these corridors as residential growth increases within the county.

**Implementation Strategy 6: Apply for or partner with an entity that applies for State or Federal funds or tax incentives to promote the construction of moderate-income housing**

Tooele County can work in tandem with the Tooele County Housing Authority to identify State or Federal funds or tax incentives that would promote the construction of moderate-income housing.

## Tooele County Transportation Plan 2015

**The Oquirrh Point Planned Community supports and aligns with the vision, policies, and implementation measures for the transportation plan for Tooele County. The transportation infrastructure determines the shape of a community and is paramount in designing a well-planned community. The Oquirrh Point Planned Community has been envisioned and designed to follow and support the Tooele County Transportation Plan.**

Principle 2 of the transportation plan provides clear guidance and the desired future of SR-36 as a location for building activity centers and connecting them with Midvalley Highway.

Principle 2. Re-envision State Route 36 as a companion to the Midvalley Highway that complements the vision for Tooele Valley communities.

2.2 Create a community spine by building activity centers along the corridor and connecting them. The Tooele County General Plan directs much of the future growth to activity centers along the SR-36 corridor. With the focus, SR-36 will continue to develop into a community “spine” for the core of Tooele Valley. This spine will be where land use and transportation are both at their most intensive and will need to complement one another in sustainable ways.



**Oquirrh Point Planned Community also supports the vision of encouraging open space and rural character between centers. One of the visions of Oquirrh Point is to maintain open space and rural feel in designated areas. A significant component of Oquirrh Point is dedicated to 1-5 acre lots and agriculture preservation.**

2.5 Encourage open space and rural character between centers. While creating a string of activity centers is critical to the overall vision of the community for Tooele Valley, the community also places great importance on the preservation of open space and the existing valley character along the SR-36 corridor. It is vital that the corridor does not become a “linear” city with no definition of communities and a loss of the existing valley character.

An important addition to any community is the development of a quality trails network.

Principle 3. Create a safe and comprehensive trails network that connects regional and local destinations, serves non-motorized and motorized users, and improves transportation and recreation.

3.3 Connect communities to transit hubs with active transportation facilities. A major priority for active transportation infrastructure is to connect communities and neighborhoods to designated transit hubs. This infrastructure includes paths, sidewalks, and bike facilities and safe crossings of major facilities.

**Oquirrh Point will create a commercial and transportation hub at its center on SR-36 and 33<sup>rd</sup> Parkway (Tooele Parkway). Paths, sidewalks, and bike facilities will connect the residential and commercial areas of the community with the transportation hub.**

**Another exciting component of the Oquirrh Point transportation initiative is the construction of a pedestrian underpass under the 33<sup>rd</sup> Parkway. This underpass will enhance the connectivity of the trails and sidewalk system and provide a safe transition across the parkway.**



4.3 Focus transit service on the SR-36 corridor both within the valley and to the rest of the Wasatch Front. SR-36 is the largest transit opportunity for Tooele Valley because it is a simple linear corridor that can string together a variety of existing and new centers where a variety of transit services can be concentrated. The policies under Principle 3 provide transit guidance for the SR-36 corridor.

Principle 5. Make strategic grid connections that unify poorly connected areas into coordinated places.

5.3 Focus on connecting the area bounded by S.R. 36, 1200 West, Bates Canyon Road, and the planned Tooele Parkway internally and to adjacent communities such as Stansbury Park and Tooele City. This area will be a focus for growth over the next few decades. Transportation improvements should connect this area externally to community amenities in Stansbury Park,

Tooele City, and Grantsville City, and internally, while maintaining the rural character of much of the area.

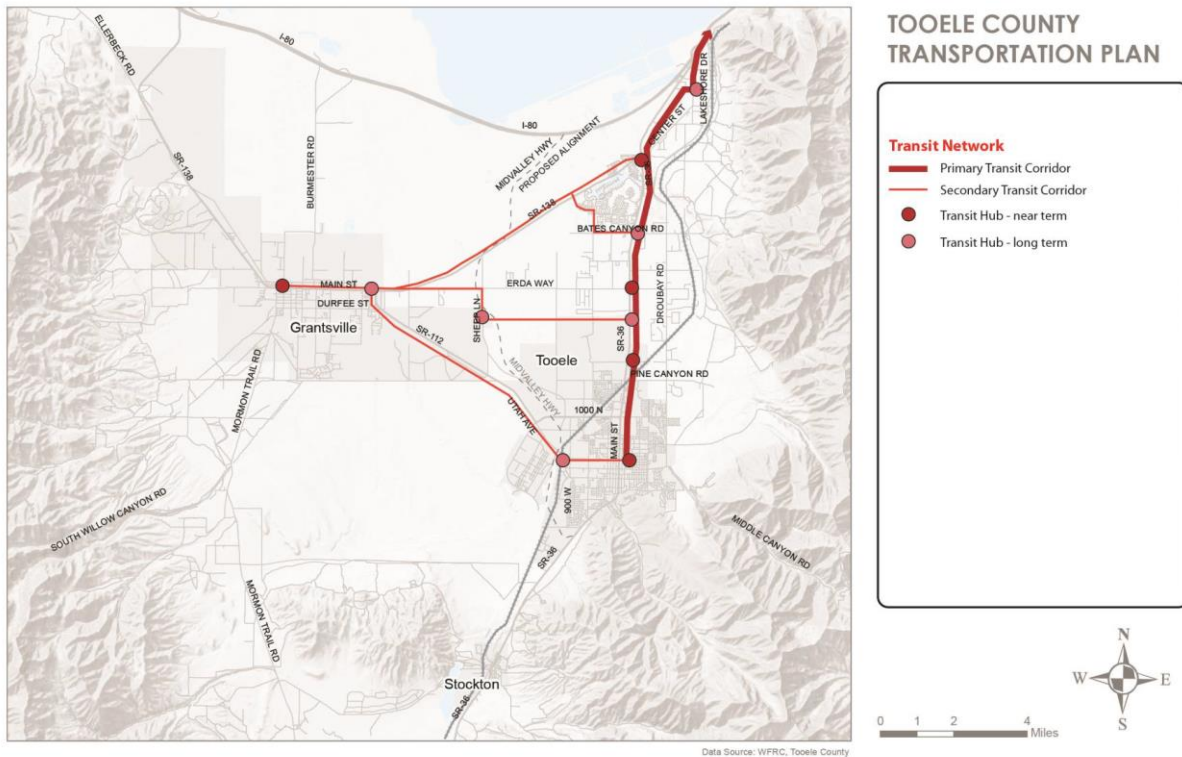


5.5 Ensure that new development is well-connected externally and internally. New development in Tooele Valley should add to the sense of connectivity in the valley. Externally, new developments should have multiple ingress and egress points that emphasize getting in and out of the development by foot, bike, and car. Internally, development should avoid cul-de-sacs and create fine-grained block patterns. Where cul-de-sacs do occur, they should have pedestrian connections through to the next street.

5.7 Ensure that new developments have a well-connected pedestrian network. While, especially in rural/low density areas, new development does not need to include sidewalks or pedestrian paths on every street, applications in Tooele Valley should provide a plan on how neighborhood residents will walk within the development and to nearby destinations. The developer should provide a connected framework of pedestrian infrastructure (sidewalks and/or trails; and crossings of streets) on key routes.



The Tooele County Transportation Plan identifies one of the key opportunities to achieve the Plan's Guiding Principles is the building of the 33<sup>rd</sup> Parkway (Tooele Parkway) to create another east-west connection to tie into the Midvalley Highway. Oquirrh Point will participate in the construction of the first segment of this vital east-west connector.





## **Culinary Water**

**During initial phases of project development culinary water will be supplied by Meadowbrook Water Company. After the early phases a new water company, Oquirrh Point Water Company will be developed and provide culinary water to most of the community.**

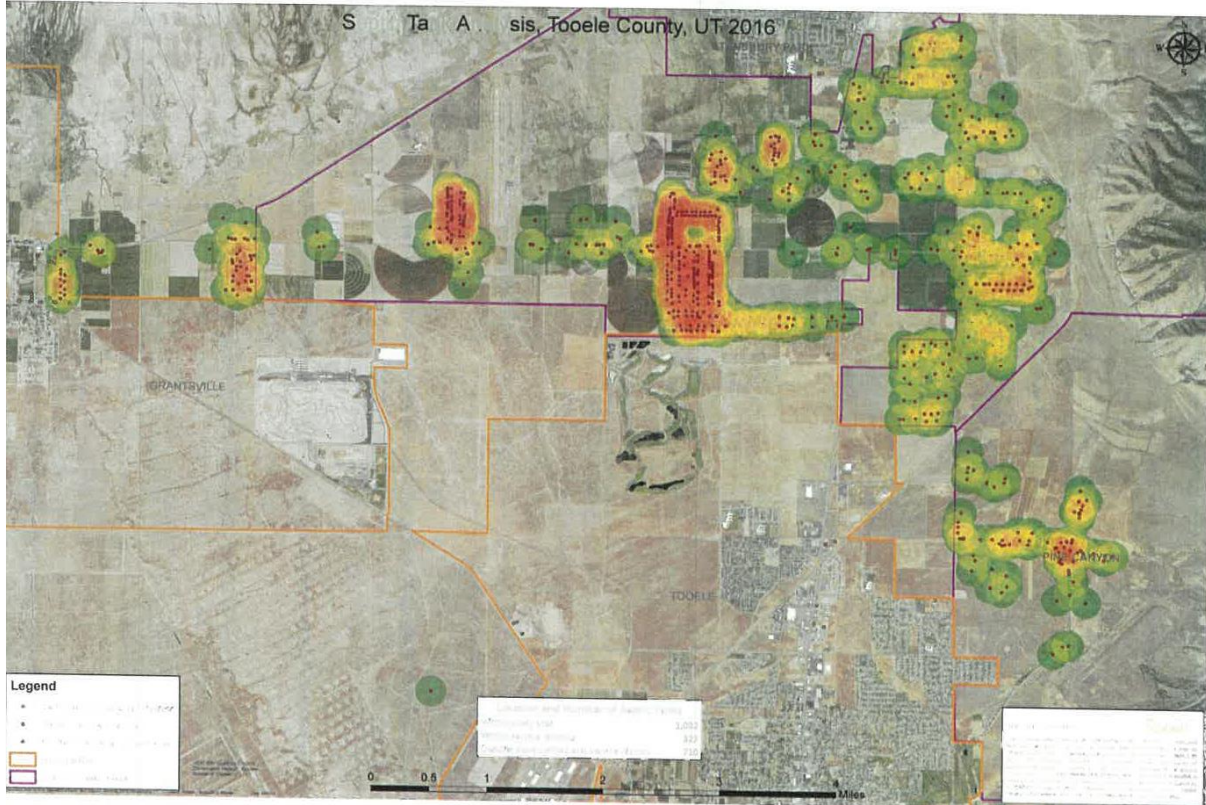
**The developer currently has 800 acre feet of water rights to support the new planned community. Documentation of these water rights will be provided to Tooele County but is confidential.**

## **Sanitary Sewer**

**A new sanitary sewer line will be installed to existing Stansbury Park Improvement District (SPID) lines on the west side of Stansbury Park. The new line will be installed by the developer with pioneering agreements with SPID. The new sewer line will run west on Erda Way, north on Cochran, south and Bates Canyon, and west on 1200 West.**

**The sanitary sewer line is a significant addition to the Erda area. The Tooele County Health Department has identified increase levels of nitrates in the water table. These increased nitrate levels represent a significant risk to the drinking supply for Erda and Stansbury Park. Tooele County has stated a goal of development of sewer infrastructure in Erda to protect the drinking water supply but little progress has been made in this area. Oquirrh Point will be the first major sewer line installation in Erda and will provide a significant step to protect the water aquifer.**

# SEPTIC SYSTEM DENSITY HEAT MAP:



# EXISTING NITRATE IN TOOEE VALLEY:

Summary of Nitrate Concentrations in Study Area

Location (# of Existing Septic Systems)	Source Type (# of wells)	Nitrate (mg/L as N)
Lakepoint (<25)	Public (1)	0.7
	Private (2)	0.6 – 0.8 (Ave: 0.7)
East Erda / Stansbury Park (255)	Public (5)	0.6 – 2.6 (Ave: 1.5)
	Private (19)	0.7 – 4.2 (Ave: 2.1)
Erda (382) [located downgradient from Lincoln]	Public (7)	2.5 – 4.8 (Ave: 3.2)
	Private (2)	1.9 – 4.6 (Ave: 3.3)
Lincoln (184)	Private (17)	0.4 – 2.8 (Ave: 2.2)
	Public (1)	3.0
West Erda (170)	Public (1)	3.0
	Private (1)	3.3

## Storm Drain

All onsite storm drain will be collected and conveyed to different storm drain basins placed strategically within open space. Each of the basins will be sized to retain the 100-year storm event and infiltrate into the ground. Alternative infiltration methods may be considered such as underground rock galleries or injection wells to increase the infiltration and downsize the retention basins. This will be evaluated in further detail during the preliminary and final plat process.



RECORDING REQUESTED AND  
WHEN RECORDED, RETURN TO:

Oquirrh Point LLC  
1499 West 4000 North  
Helper, UT 84526  
Attn: David Verdi

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

THIS MASTER DEVELOPMENT AGREEMENT is made and entered as of the \_\_\_ day of \_\_\_\_\_, 2020, by and between Tooele County, a political subdivision of the State of Utah, and Oquirrh Point LLC, a Utah corporation (“**Master Developer**”) (collectively the “**Parties**”).

**RECITALS**

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

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

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

D. Master Developer desires to have the Property rezoned as P-C Zone as more fully specified in the Master Plan, and has submitted this MDA in satisfaction of one of the requirements set forth in the Tooele County Land Use Ordinance for approval of a PC-Zone Plan.

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

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

G. Development of the Property will include the Intended Uses specified in the Master Plan.

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

I. The County Commission has reviewed this MDA and determined that it is consistent with the Act and the Zoning Ordinance.

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

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

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

M. The Parties understand and intend that this MDA is a "development agreement" within the meaning of, and entered into pursuant to, the terms of Utah Code Ann., §17-27a-102 (2017).

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

## TERMS

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

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

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

1.2.1. **Act** means the County Land Use, Development, and Management Act, Utah Code Ann., §§17-27a-101, *et seq.* (2017).

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

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

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

1.2.5. **Backbone Improvements** means those improvements which are, generally, infrastructure improvements of a comprehensive scale that are a part of the overall development of the Project and not merely a part of the development of any particular Subdivision or Commercial Site Plan. Backbone Improvements are generally considered to be in the nature of “System Improvements”, as defined in the Utah Impact Fees Act, Utah Code Ann., § 11-36a-101, *et seq.* (2017).

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

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

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

1.2.9. **County** means Tooele County, a political subdivision of the State of Utah.

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

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

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

1.2.13. **County's Vested Laws** means the ordinances, policies, standards and procedures of the County related to zoning, subdivisions, development, public improvements and other similar or related matters that were in effect as of the date of this MDA, excepting only those provisions of the County's Vested Laws that are specifically superseded by this MDA.

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

1.2.15. **Commission** means the Tooele County Commission.

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

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

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

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

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

1.2.21. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann., § 17-27a-603 (2017), and approved by the County, effectuating a Subdivision of any portion of the Property.

1.2.22. **Homeowners' Association(s) (or "HOA(s)")** means one or more residential homeowners' association or commercial owners' association, as applicable, formed pursuant to Utah law to perform the functions of an association of property owners.

1.2.23. **Impact Fees** means those fees, assessments, exactions or payments of money imposed by the County as a condition on development activity as specified in the Utah Impact Fees Act, Utah Code Ann., §§ 11-36a-101, *et seq.*, (2017).

1.2.24. **Intended Uses** means the use of all or portions of the Project for single-family and multi-family residential units, hotels, restaurants, public facilities, businesses, commercial areas, professional and other offices, services, parks, trails and other uses as more fully specified in the Zoning Ordinance and the Master Plan.

1.2.25. **Master Developer** means Oquirrh Point LLC, a Utah limited liability company and its assignees or transferees as permitted by this MDA, provided, however, that when Oquirrh Point LLC transfers, conveys, or otherwise ceases to own any of the Property, Oquirrh Point LLC will no longer be a party to this MDA and all of the rights, duties, and obligations of Oquirrh Point LLC under this MDA shall terminate.

1.2.26. **Master Plan** means Exhibit "B", the P-C Zone Plan/Land Use Master Plan for Oquirrh Point, approved by the County on \_\_\_\_\_, 2021, that sets forth general guidelines for the proposed future development of the Project.

1.2.27. **Maximum Residential Units** means the development on the Property of 2.9 Residential Dwelling Units per gross acre.

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

1.2.29. **Municipal Service District** means the [Tooele Service District].

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

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

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

1.2.33. **Outsourc[e][ing]** means the process of the County contracting with County Consultants or paying overtime to County employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

1.2.34. **Parcel** means an area that is not an individually developable lot created by the processes specified in Section 7.14.

1.2.35. **Parties** means, collectively, the County and Master Developer, its successors and assigns.

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

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

1.2.38. **Planning Commission** means the Tooele County Planning Commission.

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

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

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

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

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

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

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

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

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

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

1.2.49. **System Improvement** means those elements of infrastructure that are defined as System Improvements pursuant to Utah Code Ann., §11-36a-102(21) (2016).

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

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

1.2.52. **Zoning Map** means the current Tooele County zoning map as amended from time to time.

1.2.53. **Zoning Ordinance** means Chapter 31 of the Tooele County Land Use Ordinance, adopted pursuant to the Act and in effect as of the date of this MDA as a part of the County’s Vested Laws.

2. **Effect of this MDA.** This MDA shall be the sole agreement between the Parties for the development of the entirety of the Property. Notwithstanding the foregoing, various other development, infrastructure, reimbursement and other agreements may be entered into by and among the Parties hereto and others with respect to the development of various Phases, Planning

Areas or specific infrastructure developments over the course of the Project's development. This MDA is intended to implement the approved Master Plan. It is intended to clarify and add detail to the development approvals and process authorized in the Master Plan. In the event of any inconsistency between the terms of this MDA and the provisions of the Master Plan, the terms and provisions of this MDA shall control. This MDA is not intended to conflict with the Zoning Ordinances, but does include certain clarifications of the Zoning Ordinances agreed to by the Parties. To the extent, if any, that the terms of this MDA are inconsistent with the Zoning Ordinance, then the terms of the MDA shall control.

3. **Term.** The initial term of this MDA shall be until December 31, 2041. If Master Developer has not been declared at that time to be in Default or if such Default is not being properly cured as of the end of the initial term this MDA shall automatically be extended until December 31, 2061. Notwithstanding the foregoing, this MDA shall terminate upon Buildout. Upon termination of this MDA, the obligations of the Parties to each other hereunder shall terminate, but none of the dedications, easements, licenses, building permits, or certificates of occupancy granted prior to expiration of the term or termination of this MDA shall be rescinded or limited in any manner.

4. **Development of the Property; Municipal Government.**

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

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

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

5.2. **Intended Uses and Residential Dwelling Units.** Intended Uses and number of Residential Dwelling Units are shown on the Master Plan for the Property.

5.3. **Planning Area Approvals.** Master Developer shall present to the Planning Commission and County Commission a conceptual plan for the development of each Planning Area (a "**Community Structure Plan**") for any such Planning Area. Each Community Structure Plan shall generally illustrate the various types of housing, where density of Residential Dwelling Units within each Planning Area will be located, the



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

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

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

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

faith determine the applicable parking requirements for the applicable Planning Area or specific land use at issue.

5.7. **Special Circumstances of the Property.** The Parties acknowledge that the scale and scope of development on the Property may require consideration of the special geographic, economic and terrain conditions. Where such conditions exist, flexibility and creative design techniques may enhance the development of all or any portion of the Property. The Parties agree that should the County's design, engineering or other standards and/or other rules and regulations unreasonably inhibit productive development of any portion of the Property, the Parties will work cooperatively through the P-C Zone's planning processes to revise existing, or develop new, design, engineering and other standards, and/or other rules and regulations that will permit full and complete development of the Property in harmony with the scale and special circumstances on the Property. The approval by the County of such revised or new design, engineering or other standards and/or other rules and regulations shall not be unreasonably withheld, conditioned or delayed provided the development of the Property remains within the vested density limitations set forth herein, and the revised or new design, engineering and other standards and/or rules and regulations fall within a range of standard and customary professional practice, considering the special circumstances inherent in the Property.

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

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

5.9.1. Accounting for Residential Dwelling Units for Parcels Sold to Subdevelopers. Any Parcel sold by Master Developer to a Subdeveloper shall

include the transfer of a specified portion of the Residential Units and, for any non-residential use, shall specify the type and maximum amount of any such other use sold with the Parcel.

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

5.10. **Parcel Sales.** The County acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the sale of a Parcel. The County acknowledges that Master Developer may seek and obtain approval for the subdivision of a portion of the Property into a Parcel without providing detailed development information in accordance with the specific "Parcel Sales" provisions of the Section 7.14. The County and Master Developer acknowledge that the sale of such Parcels does not create any individually developable lots in the Parcel and are therefore not subject to any requirement in the County's Vested Laws to complete or provide security for Project Infrastructure until the Subdivision of such Parcels. The responsibility for completing and providing security for completion of any Project Infrastructure in a Parcel, if required by the County pursuant to the Ordinance, shall be that of Master Developer or a Subdeveloper upon a subsequent Subdivision of the Parcel that creates individually buildable lots.

## 6. **Zoning and Vested Rights.**

6.1. **Current Zoning.** The Property [is currently zoned/or upon recordation hereof will be zoned] as specified in the Master Plan.

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

Developer under this MDA are contractual and also those rights that exist under statute, common law and in equity. The parties specifically intend that this MDA grants to Master Developer “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann., §17-27a-508 (2017).

6.2.1. Reserved.

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

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

2. *Compliance with State and Federal Laws.* County’s Future Laws which are generally applicable to all properties in the County and which are required to comply with State and Federal laws and regulations affecting the Project;

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

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

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

6. *Countervailing, Compelling Public Interest.* Laws, rules or regulations that the County's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann., §17-27a-508(1)(a)(ii) (2016); and

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

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

7.1. **Phasing.** The parties acknowledge that the most efficient and feasible development of the Property is dependent on factors such as the adequacy of infrastructure, market demand, interest rates, general economic growth, competition and other applicable factors. Accordingly, the County acknowledges that Master Developer, assignees of Master Developer, and/or Subdevelopers who have purchased Parcels of the Property may submit multiple Development Applications from time-to-time to develop and/or construct portions of the Master Plan for the Project in Phases. Accordingly, the timing, sequencing and phasing of development of the Property shall be determined by Master Developer Master Developer in its subjective business judgment and discretion. Master Developer shall have the right to apply for, process, and, subject to compliance with the County's Vested Laws, concurrently receive approval of, one or more Development Applications, subdivision plats, site plans, building permits and other land use, entitlement and building approvals with respect to the Property or portions thereof. Unless another timeframe is prescribed by statute or ordinance, the County shall review, process and act upon any engineering and technical submittals from Master Developer, including building and grading inspections and applications, and certificates of use and occupancy, within 45 days of the County's receipt of a full and complete submittal.

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

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

7.4. **Outsourcing of Processing of Development Applications.** Within fifteen (15) business days after receipt of a Development Application, and upon the request of either party, the Parties will confer and determine whether the County and/or Master Developer or a Subdeveloper wishes the County to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis. If either party determines that Outsourcing is appropriate then the County shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the County in good faith consultation with Master Developer (either overtime

to County employees or the hiring of a County Consultant). If Master Developer or a Subdeveloper notifies the County that it desires to proceed with the Outsourcing based on the County's estimate of costs then Master Developer or Subdeveloper shall deposit in advance with the County the estimated differential cost and the County shall then promptly proceed with the Outsourced work. Upon completion of the Outsourcing services and the provision by the County of an invoice (with such reasonable supporting documentation as may be requested by Master Developer) for the actual differential cost (whether by way of paying a County Consultant or paying overtime to County employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential.

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

**7.6. Acceptance of Certifications Required for Development Applications.** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the County. The Development Application shall thus generally be deemed to meet the specific standards which are the subject of the opinion or certification without further objection or required review by the County or any other agency of the County. It is not the intent of this Section to preclude the normal process of the County's "redlining", commenting on or suggesting alternatives to the proposed designs or specifications in the Development Application. Generally, the County should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

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

**7.7.1. Selection of County Consultants for Review of Certifications**

Required for Development Applications. The County Consultant undertaking any review by the County required or permitted by this MDA or the Ordinance shall be selected from a list generated by the County for each such County review pursuant to a “request for proposal” process or as otherwise allowed by County ordinances or regulations. Applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and timeliness of such review may be a factor in choosing the expert.

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

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

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

7.11. **County Denials of Development Applications Based on Denials from Non-County Agencies.** If the County’s Denial of a Development Application is based on the Denial of the Development Application by a Non-County Agency, Master Developer shall appeal any such Denial through the appropriate procedures for such a decision and not through the processes specified below.

7.12. **Mediation of Development Application Denials.**

7.12.1. Issues Subject to Mediation. Issues resulting from the County’s Denial of a Development Application that are not subject to arbitration provided in Section 7.13 shall be reasonably mediated.

7.12.2. Mediation Process. If the County and Applicant are unable to resolve a disagreement that is subject to mediation under this MDA, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the issue in dispute. If the parties are unable to agree

on a single acceptable mediator they shall each, within 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.

**7.13. Arbitration of Development Application Objections.**

7.13.1. Issues Subject to Arbitration. Issues regarding the County's Denial of a Development Application that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration. The failure of a Development Application to comply with an applicable Federal, State or County Vested Law (or, if applicable, a County Future Law) is not an issue subject to arbitration.

7.13.2. Mediation Required Before Arbitration. Prior to any arbitration the parties shall first attempt mediation as specified in Section 7.12.

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

7.14. **Parcel Sales.** The Parties acknowledge that the most efficient and economic development of the Property depends on numerous factors, such as permitting, market orientation and demand, interest rates, competition, and similar factors. Accordingly, the timing, sequencing, and phasing of development of the Property shall be as determined by Master Developer in its sole subjective business judgment and discretion. To the extent that such conveyances are in anticipation or furtherance of future land use approvals and development of the Project or a particular Parcel therein, the County further agrees that, consistent with the provisions of Utah Code Ann. §17-



27a-103(62)(c)(vi)(2017), Master Developer may convey portions of the Property by metes and bounds prior to recordation of a plat of subdivision for such portion. Master Developer shall issue a Transfer Deed for a Parcel after receiving the written approval of the County to transfer such Parcel via a metes and bounds legal description.

8. **Exclusion from Moratoriums.** The Property and the Project shall be excluded from any moratorium adopted pursuant to Utah Code Ann., §17-27a-504, (2017) unless such a moratorium is found on the record by the Commission to be necessary to avoid jeopardizing a compelling, countervailing public interest.

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

10. **Parks.**

10.1. **Parks, Trails and Open Space Requirements.** The provisions of this Section shall be the requirements for the dedication, improvement and construction of parks, trails and open space in the Project and shall supersede any and all requirements of the County's Vested Laws regarding those matters.

10.2. **Dedication of Parks.** Certain Neighborhood Project Parks may be dedicated to the County upon their completion and acceptance. Generally, those parks described as County Parks will be dedicated to the County while those parks designated as Neighborhood Project Parks will not be dedicated to the County but, instead, be owned and maintained by an HOA or other entity. Whether a particular park is to be dedicated to the County will be determined in the sole discretion of Master Developer at the approval of a Development Application, subject to the approval of the County with respect to an actual dedication to the County.

10.3. **Park Plan Approval.** Prior to construction or dedication of any Required Park, Master Developer shall submit to the County a detailed park plan. The County Council shall reasonably review the park plan, and may deny the park plan if the park plan does not comply with the requirements of the County's Vested Laws. Any dispute about this subsection shall be resolved by the meet and confer, mediation and arbitration provisions of Section 7.

10.4. **Reserved.**

10.5. **Maintenance of Parks and Trails Dedicated to the County.** Upon acceptance by the County of any park being dedicated to the County pursuant to Section 10.2 the County shall be responsible for maintaining such Park or Trail.

10.5.1. **Use Restrictions.** Regardless of the method of conveyance, conveyances to the County of properties for Parks or Trails may, at the sole discretion of Master Developer, include deed restrictions limiting the uses of the property so conveyed to the purposes of the conveyance.

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

11. **Public Improvements.**

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

11.2. **No Additional Backbone Improvements Requirements.** The County shall not, directly or indirectly, charge Master Developer, its affiliates or successors, Subdevelopers or the Property any development fees, impact fees, water hookup fees, or any similar fees, charges, assessments or exactions for the Backbone Improvements.

11.3. **Construction Prior to Completion of Infrastructure.** Anything in the Zoning Ordinance notwithstanding, Master Developer may obtain building permits and/or temporary Certificates of Occupancy for model homes, home shows, sales offices, construction trailers or similar temporary uses prior to the installation of all Project Infrastructure or Backbone Improvements required to be eventually completed so long as such installation is secured pursuant to the County's Vested Laws.

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

13. **CC&Rs.** The Homeowners' Association(s) will be responsible for the implementation and enforcement of the applicable CC&Rs. The CC&Rs may be amended by

the processes specified in the CC&Rs without any requirement of approval of such amendments by the County.

14. **Payment of Fees.**

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

14.2. **Infrastructure Built by Master Developer.** Master Developer or Subdevelopers may, from time-to-time, install and construct portions of the infrastructure which are System Improvements. The County shall ensure that Master Developer is either not charged Impact Fees for such System Improvements or that Master Developer otherwise receives the full amounts of credits, adjustments or reimbursements for such System Improvements as required by State law.

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

15. **Construction Standards and Requirements.**

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

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

15.3. **County and Other Governmental Agency Permits.** Before commencement of construction or development of any buildings, structures or other work or improvements upon any portion of the Property, the Applicant shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the County

or any other governmental entity having jurisdiction over the work. The County shall reasonably cooperate with the Applicant in seeking to secure such permits from other governmental entities.

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

17. **Default.**

17.1. **Notice.** If the Applicant or the County fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other Parties. If the County believes that the Default has been committed by a Subdeveloper then the County shall also provide a courtesy copy of the Notice to Master Developer.

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

17.2.1. **Claim of Default.** Specify the claimed event of Default;

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

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

17.2.4. **Optional Proposed Cure.** If the County chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

17.3. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default the parties shall engage in the “Meet and Confer” and “Mediation” processes specified in Sections 7.10 and 7.12. If the claimed Default is subject to Arbitration as provided in Section 7.13 then the parties shall follow such processes.

17.4. **Remedies.** If the parties are not able to resolve the Default by “Meet and Confer” or by Mediation, and if the Default is not subject to Arbitration then the parties may have the following remedies:

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

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

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

17.5. **Public Meeting.** Before any remedy in Section 17.4.3 may be imposed by the County, the party allegedly in Default shall be afforded the right to attend a public meeting before the Commission and address the Commission regarding the claimed Default.

17.6. **Emergency Defaults.** Anything in this MDA notwithstanding, if the Commission finds on the record that a default materially impairs a compelling, countervailing interest of the County and that any delays in imposing such a default would also impair a compelling, countervailing interest of the County then the County may impose the remedies of Section 17.4.3 without the requirements of Sections 17.3. The County shall give Notice to Master Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and Master Developer and/or any applicable Subdeveloper shall be allowed to address the Commission at that meeting regarding the claimed emergency Default.

17.7. **Extended Cure Period.** If any Default cannot be reasonably cured within sixty (60) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

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

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

To Master Developer:  
Oquirrh Point LLC  
1499 West 4000 North  
Helper, UT 84526  
Email: [oquirrhpoint@gmail.com](mailto:oquirrhpoint@gmail.com)

To the County:

Tooele County  
Attn: \_\_\_\_\_

With a copy to:  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

18.1.3. Mail Delivery. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

19. **Administrative Actions.**

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

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

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

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

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

19.2.3. Notification Regarding Administrator's Approval. If the Administrator approves any Administrative Action the Administrator shall notify the Commission in writing of the proposed approval. Unless the Administrator receives a notice requiring that the proposed Administrative Action be considered by the County Commission as a Modification Application then approval of the Administrative Action by the Administrator shall be conclusively deemed binding on the County.

19.2.4. County Commission Requirement of Modification Application Processing. Any member of the Commission may, within ten (10) business days after notification by the Administrator, notify the Administrator that the Administrative Action must be processed as a Modification Application.

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

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

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

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

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

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

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

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

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

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

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

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

20.4.1. Review. All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in light of the nature and/or complexity of the Modification Application.

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

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

20.6. **Commission's Objections to Modification Applications.** If the Commission objects to the Modification Application, the Commission shall provide a written determination advising the Applicant of the reasons for Denial including specifying the reasons the County believes that the Modification Application is not consistent with the intent of this MDA and/or the County's Vested Laws (or, if applicable, the County's Future Laws).

20.7. **Meet and Confer regarding Modification Applications.** The Commission and Master Developer shall meet within fourteen (14) calendar days of any objection to resolve the issues presented by the Modification Application and any of the Commission's objections.

20.8. **Mediation of Commission's Objections to Modification Applications.** If the Commission and Master Developer are unable to resolve a dispute regarding a Modification Application, the parties shall attempt within seven (7) days to appoint a mutually acceptable expert in land planning or such other discipline as may be appropriate. If the parties are unable to agree on a single acceptable mediator they shall each, within seven (7) days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single mediator. Master Developer and the County shall each pay one-half of the fees of the chosen mediator. The chosen mediator



shall within fourteen (14) days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. 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.

21. **10-year Reviews.** Every ten years after the execution of this MDA, the Parties shall meet and confer to consider any issues that may have arisen regarding the MDA, the development of the Property, the general economy, and other issues. The first meeting shall take place at a time and place mutually agreeable to the Parties between January 15 and April 15 of 2028 and then every ten years thereafter. The Parties shall not be required to make any modifications of this MDA as a result of these reviews but may reasonably and in good faith propose amendments for the consideration of the Parties including increasing residential and commercial densities.

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

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

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

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

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

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

27.1. **Certain Sales and Encumbrances not an Assignment.** Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders,

users, or Subdevelopers, shall not be deemed to be an “assignment” subject to the above-referenced approval by the County unless specifically designated as such an assignment by Master Developer. Master Developer shall have the right to pledge or encumber any or a portion of its rights in this MDA to a lending or investment entity without consent from the County, and such pledge or encumbrance shall not be considered an assignment.

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

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

27.4. **Deemed Approved.** Unless the County objects in writing within twenty (20) days the County shall be deemed to have approved of and consented to the assignment.

27.5. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer’s rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

27.6. **Grounds for Denying Assignment.** The County may only withhold its consent if the County is not reasonably satisfied of the assignees financial ability to perform the obligations of Master Developer proposed to be assigned. Any refusal of the County to accept an assignment shall be subject to the “Meet and Confer” and “Mediation” processes specified in Sections 7.10 and 7.12. If the refusal is subject to Arbitration as provided in Section 7.13 then the parties shall follow such processes.

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

28. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights,

privileges, Intended Uses, configurations, and number of Residential Dwelling Units as applicable to such Parcel and be subject to the same limitations and rights of the County when owned by Master Developer and as set forth in this MDA without any required approval, review, or consent by the County except as otherwise provided herein.

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

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

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

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

33. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the County and Master Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments and Master Developer. The initial representative for the County shall be [\_\_\_ Insert \_\_\_] of the County. The initial representative for Master Developer shall be [\_\_\_ Insert \_\_\_]. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this MDA and the development of the Property.

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

35. **Applicable Law.** This MDA is entered into in the County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules. Any action to enforce this MDA shall be brought only in the Third District Court for the State of Utah.

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

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

*[Signatures on following page]*

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

**COUNTY:**

TOOELE COUNTY,  
a political subdivision of the State of Utah

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Council Chair

Approved as to form and legality:

Attest:

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
County Recorder

STATE OF UTAH                   )  
  :ss.  
COUNTY OF TOOELE                   )

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

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

**MASTER DEVELOPER:**

OQUIRRH POINT LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

On \_\_\_ the day of \_\_\_\_\_, 2021\_\_\_, personally appeared before me \_\_\_\_\_, the \_\_\_\_\_ of OQUIRRH POINT LLC, a Utah limited liability company, who acknowledged that he/she, being duly authorized, did execute the foregoing instrument on behalf of OQUIRRH POINT LLC, a Utah limited liability company.

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

**Exhibit "A"**

**Legal Description of Property**

[ATTACH OVERALL BOUNDARY DESCRIPTION OF ENTIRE PROPERTY]

**Exhibit “B”**

**Master Plan**

[ATTACH P-C ZONE AND PLAN – OQUIRRH POINT – LAND USE MASTER PLAN,  
Dated \_\_\_\_\_, 2021]