

MILITARY INSTALLATION DEVELOPMENT AUTHORITY

RESOLUTION 2023-01

A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) APPROVING AMENDED AND RESTATED WEST SIDE AND EAST SIDE INTERLOCAL COOPERATION AGREEMENTS WITH WASATCH COUNTY (“COUNTY”) FOR THE MILITARY RECREATION FACILITY PROJECT AREA

WHEREAS, the County and MIDA entered into interlocal cooperation agreements, dated as of December 17, 2018 (“Original Agreements”) which were amended by a First Amendment to West Side Interlocal Cooperation Agreement and a First Amendment to East Side Interlocal Cooperation Agreement, both dated March 18, 2020 (“First Amendments” and the Original Agreements together with the First Amendments are the “Interlocal Agreements”) governing the parties’ relationship in the unincorporated area of MIDA’s Military Recreation Facility Project Area (“MRF Project Area”); and

WHEREAS, certain property within and adjacent to the MRF Project Area known as the Marina West Property and the LON Property (as defined in the “Restated Agreements” approved by this Resolution and collectively “Properties”) may be acquired and developed in ways that benefits the County, MIDA, and the MRF Project Area; and

WHEREAS, the County and MIDA have determined that to realize these benefits and for other purposes including, adopting master development plans for the Properties, fixing some reference errors in the First Amendments, amending the funding mechanism, and clarifying other provisions the Interlocal Agreements need to be amended by approving the attached Amended and Restated West Side and East Side Interlocal Cooperation Agreements (“Restated Agreements”); and

WHEREAS, the County and MIDA have determined that in order to bring the LON Property and adjacent property into the MRF Project Area and adjust and clarify the boundary of the MRF Project Area, the County needs to consent to the boundary of the MRF Project Area, as shown in Exhibit A to the Restated Agreements; and

WHEREAS, the Restated Agreements provide for MIDA to assume responsibility for the affordable housing obligation that applies to the Marina West Property and the County had previously extended the obligation for the current property owner and will extend it to September 1, 2023 to match the timing of the Interlocal Agreements; and

WHEREAS, the Restated Agreements must be approved by the MIDA Board; this Resolution must set forth their effective dates; and, a duly executed copy of the agreements must be filed with the County Clerk; and

WHEREAS, the Restated Agreements were submitted to an attorney authorized to represent the County for review as to proper form and compliance with applicable law;

NOW, THEREFORE, BE IT RESOLVED by the MIDA Board that:

1. The Restated Agreements titled “Amended and Restated West Side Interlocal Cooperation

Agreement” and “Amended and Restated East Side Interlocal Cooperation Agreement” between MIDA and Wasatch County, dated and effective as of March 7, 2023, are hereby approved in substantially the form presented and the Executive Director is authorized to finalize the agreements with the County and make such final minor amendments as are necessary and execute the same on its behalf.

2. A copy of the Restated Agreements, executed by both Parties, shall be filed in the Records Officer’s office.
3. All resolutions or parts thereof in conflict or inconsistent with this Resolution are hereby repealed.

PASSED AND ADOPTED by the MIDA Board this 7th day of March 2023.

Military Installation Development Authority



J. Stuart Adams
Chair

Attest:



Records Officer

**Amended and Restated
West Side
Interlocal Cooperation Agreement**

between

MIDA

and

Wasatch County

This Amended and Restated Interlocal Cooperation Agreement ("**Agreement**") is made and entered into as of March 7, 2023 ("**Effective Date**"), by and between the Military Installation Development Authority, a public corporation and political subdivision of the State of Utah ("**MIDA**") and Wasatch County, a political subdivision of the State of Utah (the "**County**"). Individually, each may be referred to as "**Party**" and collectively, as "**Parties**".

Recitals:

WHEREAS, pursuant to Chapter 1, Title 63H Utah Code annotated 1953, as amended ("**MIDA Act**"), MIDA is an "independent, nonprofit, separate body corporate and politic, with perpetual succession and statewide jurisdiction, whose purpose is to facilitate the development of land within a project area or on military land associated with a project area"; and

WHEREAS, MIDA, working with the United States Air Force, the County, and Extell (as defined below), created the Military Recreation Facility Project Area, as shown in Exhibit A ("**MRF Project Area**") pursuant to the MIDA Act and selected the location for the morale, recreation, and welfare hotel ("**MWR Hotel**") that is the anchor for the MRF Project Area and will provide recreation for military personnel and retirees and the general public, and such development of the MWR Hotel and surrounding all-season resort is consistent with the County's goals in the adopted Jordanelle Specially Planned Area ("**JSPA**"), which includes the MRF Project Area; and

WHEREAS, to fulfill these goals, the Parties entered into an Interlocal Cooperation Agreement, dated September 11, 2012 ("**Original Agreement**"), which was terminated and replaced with the East Side Interlocal Agreement (the "**East Side Interlocal**") and the West Side Interlocal Agreement (the "**West Side Interlocal**"), both dated as of December 17, 2018, and both agreements were amended by a First Amendment to East Side Interlocal Agreement (the "**East Side First Amendment**") and a First Amendment to West Side Interlocal Agreement (the "**West Side Interlocal**"), both dated as of March 18, 2020 (the East Side Interlocal Agreement, as amended by the East Side First Amendment, is referred to as the "**East Side Agreement**" and the West Side Interlocal, as amended by the West Side First Amendment, is referred to as the "**West Side Agreement**" and together the 2018 agreements, as amended, are referred to as "**Governing Agreements**"); and

WHEREAS, the Parties find that the Governing Agreements should be amended and restated and contemporaneously with the adoption of this Agreement the Parties are also adopting an Amended and Restated East Side Agreement ("**Restated Eastside Agreement**"); and

WHEREAS, as part of the adoption of the Governing Agreements, the Parties agreed, and the County consented, to a boundary for the MRF Project Area ("**Boundary**"); and

WHEREAS, pursuant to the MIDA Act, at § 63H-1-201(3)(i), MIDA has "exclusive police power within a project area to the same extent as though the authority were a municipality, including the collection of regulatory fees," and neither MIDA nor any land included in a project area is subject to "Title 17, Chapter 27a, County Land Use, Development and Management Act" nor are they subject to "ordinances or regulations of a county or municipality including those relating to land use, health, business license, or franchise" (collectively referred to herein as "**MIDA's Exclusive Authority**"); and

WHEREAS, as part of the MIDA Act, at § 63H-1-201(3)(q), MIDA may contract with a political subdivision of the state for the provision of municipal services within a project area, and pursuant to the Governing Agreements, MIDA contracted with the County for the provision of certain municipal services and permitting and inspection services in the MRF Project Area and MIDA desires to continue contracting with the County pursuant to the terms and conditions of this Agreement; and

WHEREAS, MIDA previously contracted with certain County created special service districts ("**Service Districts**", as more fully defined below), and the contracts with those Service Districts are unaffected by this Agreement; and

WHEREAS, one landowner owns the following two parcels of property: an approximately 77 acre parcel that is already within the Boundary (the "**Marina West Property**") and an approximately 6 acre parcel surrounded by the MRF Project Area but not included within the Boundary (the "**LON Property**") and another landowner owns a +/- 3.84 acre parcel north of the LON Property (the "**North LON Property**"); and

WHEREAS, in the County resolution approving this Agreement, the County consents to amending the Boundary to include the LON Property in the MRF Project Area and, except as expressly provided herein, designating, and including the LON Property, and the North LON Property, and the Marina West Property as a part of the "West Side" for all purposes under this Agreement; and

WHEREAS, within the Marina West Property are approximately 40 acres which include three mine tailing mounds on approximately 21 acres (the "**Tailings Parcel**"), approximately 14 acres of land located adjacent to the Tailings Parcel (the "**Border Parcel**"), and approximately 5 acres of land near Highway 40 on which is located a detention pond ("**Detention Pond Parcel**"). Collectively, the Tailings Parcel and the Border Parcel are the "**Recreation Parcels**" and the Recreation Parcels may potentially be developed into: (a) regional recreation fields (such as

soccer fields, football fields, softball fields, and pickleball courts), parking lots, and ancillary uses (“**Recreation Fields**”); and (b) on the Border Parcel near Highway 40 and adjacent to the frontage road that will connect the south portal under Highway 40 to State Highway 319, a shared office space (“**Government Facility**”); and

WHEREAS, in conjunction with adopting this Agreement, MIDA intends to create the Jordanelle Marina Recreation Area Public Infrastructure District (“**JMARA**”) to own and operate the Recreation Parcels and to develop the Recreation Fields and the Government Facility; and

WHEREAS, when the Government Facility is constructed, it will provide offices for the Parties and the headquarters for the MIDA Mountain Village Public Infrastructure District and JMARA; and

WHEREAS, the remainder of the Marina West Property consisting of approximately 35 acres will be divided into separate parcels for private development as provided herein (“**MW Development Parcels**”); and

WHEREAS, the Marina West Property is the subject of a Moderate Income Housing Agreement, dated January 26, 2018 and recorded on January 30, 2018 (which was corrected and recorded on September 26, 2018) and then amended by the Amendment to Moderate Income Housing Agreement for Mayflower Marina and Lakeside North, dated February 19, 2020 and recorded March 3, 2020 (attached as Exhibit B and collectively, “**Housing Agreement**”) wherein the then current owners of the Marina West Property have certain obligations to provide affordable Housing units (“**Affordable Housing Obligation**”); and

WHEREAS, EX Utah Development LLC (and/or one or more of its affiliates) (“**Extell**”) is willing, at no cost to the Parties, to: (a) purchase the MW Development Parcels and the LON Property; (b) develop them according to the master development plans approved by the Parties, as shown in the attached Exhibit C and Exhibit D; (c) facilitate the donation of the Recreation Parcels to JMARA (“**JMARA Donation Agreement**”); (d) fund the construction of parking lots on the Recreation Parcels pursuant to a construction and use agreement between JMARA and Extell; and (e) assume the Affordable Housing Obligation modified as set forth in the attached Exhibit E; and

WHEREAS, the Marina West Property, the LON Property, and the North LON Property (but only if Extell acquires it in which case it is referred to as the “**Extell North LON Property**”) will be under MIDA’s jurisdiction, pursuant to Section 4 and other applicable provisions of this Agreement and MIDA will administratively subdivide the Marina West Property into the Tailings Parcel, the Border Parcel, the Detention Pond Parcel and the MW Development Parcels, so that they can be owned as separate lots but both the Marina West Property and the LON Property are subject to the densities shown in the master development plans approved as Exhibits C and D, respectively (“**Master Development Plan(s)**”); and

WHEREAS, because of MIDA’s Exclusive Authority over the Marina West Property, the County agrees to assign the Housing Agreement to MIDA, MIDA agrees to work with the other

signatories to cancel the Housing Agreement, and MIDA agrees to ensure that the Affordable Housing Obligation described in Exhibit E will be performed by the owner of the MW Development Parcels pursuant to a development agreement between MIDA and Extell; and

WHEREAS, MIDA's involvement includes its obligation to assist the military and to that end, as shown on the Exhibit B Marina West Master Development Plan, the southernmost portion of the MW Development Parcel will focus on affordable and workforce housing with a portion of the units to be eligible for military veterans and the operation of the Recreation Fields will allow for scheduling time on the Recreation Fields for military related uses; and

WHEREAS, the Governing Agreements establish a Development Fund from monies generated from the East Side (as defined in the Governing Agreements) within the MRF Project Area and divides it into a 30%/70% split and then designates the priority of uses of the Development Fund; and

WHEREAS, among other things, this Agreement: (a) amends the \$5 million from the 70% portion generated from the East Side that is set aside in the Governing Agreements for a mutually agreed use by the Parties and designates it for payment to JMARA to develop the Recreation Fields and the Government Facility; (b) amends the \$8 million from the 70% portion generated from the East Side that is set aside for West Side day skier parking to also allow its use for the construction of the parking lots by Extell near the Recreation Fields; (c) provides that the 70% portion generated from the LON Property and the North LON Property will be paid to JMARA for it to develop, operate, and maintain the Recreation Fields and the Governmental Facility; (d) provides that if JMARA and the owner of the MW Development Parcels agree in writing the 70% portion generated from the MW Development Parcels will be used by JMARA and the owner of the MW Development Parcels for the remediation and insurance relating to any existing environmental conditions on the Recreation Parcels, the Detention Pond Parcel, and/or the MW Development Parcels, and for the development, operation and maintenance of parking and moderate income housing on such properties; and (e) provides that after the \$5 million from the 70% portion generated from the East Side is funded, thereafter, (i) any sales and use tax generated from the Marina West Property, LON Property, and the North LON Property shall be deposited into the Municipal Services Revenue Fund to be paid to the County; and, (ii) the resort communities tax generated from the Marina West Property, the LON Property, and the North LON Property will be paid to JMARA to develop, operate, and maintain the Recreation Fields, the Detention Pond Parcel, and the Government Facility; and

WHEREAS, this Agreement is effective on the Effective Date, but it shall terminate, and the Governing Agreements will not be amended but shall continue in full force and effect as if this Agreement had never been executed by the Parties, if Extell has not closed on the LON Property and the Development Parcels by September 1, 2023, as such date may be extended, as provided herein;

Agreement:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants made herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree that the West Side Agreement is hereby amended and restated in its entirety as follows:

1. TERM.
 - a. This Agreement shall commence on the Effective Date and shall continue for 50 years after the Effective Date, except as provided in Subsection 1(b).
 - b. This Agreement shall automatically terminate on September 1, 2023 (as the said date may be extended pursuant to Subsection 1(c) below, the **"Termination Date"**), and the West Side Agreement (executed in 2018, as amended in 2020) shall continue in full force and effect, if by the Termination Date:
 - i. Extell has not closed on the LON Property and the MW Development Parcel and
 - ii. MIDA has not received the landowner consent to the inclusion of the LON Property in the MRF Project Area.
 - c. The Termination Date may be extended by the MIDA Executive Director for up to six (6) months. Any extension beyond September 1, 2023, shall be agreed to by the Parties' governing bodies.
2. PROJECT AREA. MIDA created the Military Recreation Facility Project Area – Parts 1 through 6 of the MRF Project Area and is in the process of adding Part 7 that will add the LON Property, the North LON Property, and a portion of the Marina West Property, as shown in Exhibit A. The MRF Project Area includes a parcel known as the Blue Ledge parcel which is the subject of its own development agreement (**"Blue Ledge Parcel"**). This Agreement shall govern all property in the unincorporated County within the MRF Project Area that is located west of the eastern right-of-way boundary of U.S. Highway 40 and that is within the black dashed line on Exhibit A (the **"West Side"**). For purposes of this Agreement, the "West Side" shall also include the Marina West Property, the LON Property, and the Extell North LON Property. The County has irrevocably consented to the inclusion of the West Side in the MRF Project Area. Any West Side property shown in Exhibit A not included in the MRF Project Area Parts 2 through 7 may be included in the MRF Project Area through MIDA's adoption of additional Parts in the future, with the consent of the applicable landowner(s). No other unincorporated property may be added to the MRF Project Area without the County first adopting another resolution consenting to additional property being added. The **"East Side"** is the property within the unincorporated County east of the eastern right-of-way

boundary of U.S. Highway 40 and that is within the black dashed line on Exhibit A, except for the Marina West Property, the LON Property, and the Extell North LON Property which are hereby designated as “West Side” property, as provided herein.

3. AFFECT ON ORIGINAL AGREEMENT. From and after the Effective Date, this Agreement, together with the East Side Restated Agreement, shall entirely replace and supersede the Governing Agreements and this Agreement shall govern the West Side, the Marina West Property, the LON Property, and the Extell North LON Property. The Parties hereby agree that the West Side only includes the following parcels of real property:
 - i. All property located west of US 40 already included in the MRF Project Area Parts 2 through 6;
 - ii. All property owned, now or in the future, by Extell within the West Side, including but not limited to, the Blue Ledge Parcel, the JSSD Parcel, the Pioche Parcel, and the Mountain Village & Resort Area, as such property is depicted and identified on Exhibit A;
 - iii. The Marina West Property and the LON Property;
 - iv. The Extell North LON Property;
 - v. Any property within the MRF Project Area owned by MIDA; and
 - vi. Any property within the West Side that is owned by parties other than Extell and MIDA.
4. POLICE POWERS. Pursuant to the MIDA Act, including more specifically at § 63H-1-201(3)(i), MIDA hereby retains and shall have the exclusive right to exercise all of MIDA’s Exclusive Authority over the West Side the Marina West Property, the LON Property, and the Extell North LON Property), subject only to those reservations and delegations of authority expressly set forth in this Agreement.
5. MUNICIPAL SERVICES.
 - a. Currently, the property included in the West Side is in unincorporated Wasatch County. Pursuant to §63H-1-201(3)(q) of the MIDA Act, for any property in the West Side that is located within unincorporated Wasatch County, the County shall provide normal and customary municipal and county services which it currently or in the future provides to other unincorporated land within the county, including, but not limited to, police protection through the Wasatch County Sheriff’s Department, snow removal on county owned roads, maintenance of county owned roads and other county owned rights-of-way, animal control, flood control of public properties, courts and prosecution, health department services, and notwithstanding Subsection 5(c), fire services (collectively, the “**Municipal Services**”), subject to Subsection 5(i) hereof. Municipal Services does not include government approvals or services for which a government permit or inspection is required, and a corresponding fee is charged by the

governmental entity under applicable ordinances to pay for the service provided, including road grading permits and inspections; building permits, inspections, and certificates of occupancy; and, business licenses ("**Permitting and Inspection Services**"), which shall be governed as provided in Section 7 hereof.

- b. If any property included in the West Side is annexed or incorporated into a municipality, the County shall not have any further responsibility or right to provide Municipal Services to such property unless otherwise provided by law or separate agreement between MIDA and the County.
- c. The Parties recognize that some municipal type services, including the providing of water, sewer, wastewater treatment, refuse collection, and fire protection, are provided by separate service districts, which although organized by the County are separate and distinct legal entities and political subdivisions of the state ("**Service Districts**"). MIDA has entered into separate agreements with the existing Service Districts for the provision of services by the applicable Service District. In the event any service currently provided by the County is transferred to a Service District that has an interlocal cooperation agreement with MIDA, MIDA understands and agrees that such service will no longer be provided to the West Side by the County. If a new Service District is created, then the cost of the service provided by the new Service District shall be deducted from the Municipal Services Revenue Fund proceeds paid to the County, as provided in Section 6, and the deduction shall be used to offset the new cost to the property owners imposed by the new Service District for the same level of service provided prior to the creation of the new Service District. The offset shall not apply to the cost of for an enhanced level of service provided by the new Service District. Subject to the foregoing, the offset shall be determined by the County Manager and the MIDA Executive Director.
- d. Subject to Subsection 5(i) hereof, MIDA may if it elects, but shall have no responsibility to provide Municipal Services in the West Side, except to provide financial remuneration to the County for Municipal Services provided by the County from the Municipal Services Revenue Fund (defined below), as provided in Section 6 hereof. Such remuneration shall be payable only from the Municipal Services Revenue Fund, which revenue shall be collected solely from property in the MRF Project Area that is located in unincorporated Wasatch County at the time it is collected.
- e. In the event the County determines in its sole discretion that the funds provided by MIDA for the Municipal Services are insufficient to offset the costs of providing such services, the County shall give MIDA written notice of such determination. The Parties may then negotiate the amounts to be paid to the County. If the Parties are unable to reach an agreement on the

amount of municipal service funds to be paid to the County, or the County determines for any other reason that it is unwilling to continue providing Municipal Services, the County may upon 180 calendar days' written notice decline to further provide Municipal Services to the MRF Project Area. Upon the effective date of County's discontinuing to provide Municipal Services, MIDA shall terminate payment to the County under Section 6 hereof.

- f. For those portions of the West Side located in unincorporated Wasatch County, with respect to which the County is providing Municipal Services as provided in this Agreement, the County's rules, ordinances, and regulations applicable to the provision of such Municipal Services shall be those rules, ordinances and regulations adopted by the County and in effect as of December 18, 2018, except to the extent that MIDA may amend them from time-to-time. MIDA shall take such actions as are necessary to formally adopt such rules, ordinances, and regulations as the applicable regulations for the West Side and shall provide the County with written notice of any material differences between the County's existing rules, ordinances, and regulations and those formally adopted by MIDA at the time of such adoption, as well as written notice of any material amendments thereto approved and adopted by MIDA from time-to-time in the future. Notwithstanding the foregoing, the County will only be required to provide the Municipal Services at the same level as to other areas of the County.
- g. No fees or generally applicable taxes shall be levied by the County or payable by MIDA or any property owner within the West Side with respect to Municipal Services except for those taxes to be placed in the Municipal Services Revenue Fund as contemplated by Section 6 hereof. This limitation is not applicable to the County's transient room tax levied and collected on hotels in the County (excluding the MWR Hotel, which is exclusively subject to the MIDA Accommodations Tax, described in Section 12 hereof).
- h. The County shall not discriminate against the property, businesses, or residents of the West Side but shall provide the Municipal Services to the West Side in the same manner and to the same extent that the County provides such Municipal Services to the balance of the County.
- i. The County shall indemnify, release, and hold MIDA harmless from any and all claims, damages, suits, liabilities, and attorney's fees of whatever nature (collectively, "**Claims**") which may arise from the County's control and provision of the Municipal Services but only to the extent that the County would have liability for such Claims absent the existence of MIDA and the MRF Project Area. MIDA shall indemnify, release, and hold the County harmless for any and all Claims which arise out of the MIDA's acts

and decisions regarding land use decisions and Municipal Services MIDA provides. The status of each party as a political subdivision of the state of Utah and the limitations on each party's liability under this agreement are further described and established in Section 15 and 16 and applicable law.

- j. In the event the County does not timely provide any of the Municipal Services to any portion of the West Side in accordance with this Section 5 and applicable law, as determined by MIDA in its sole discretion, MIDA shall have the right upon a minimum of sixty (60) calendar days prior written notice to the County, to: (i) remove, in whole or in part, the Municipal Services for the West Side from the County's obligations hereunder, and to have such Municipal Services provided by another service provider; or (ii) supplement, in whole or in part, such Municipal Services with another service provider. However, prior to implementing either (i) or (ii) above, in MIDA's 60-day notice it shall outline the reason for the determination and allow the County an opportunity to cure the problem. If the County chooses to make changes to rectify the issue(s) identified by MIDA, within the 60-day time period the County shall provide a written response to MIDA with detailed changes and a reasonable timeline for such changes that the County will immediately implement if MIDA will withdraw the determination. If MIDA finds the proposed changes or timeline unsatisfactory it may proceed forward with implementing subpart (i) or (ii). During such 60-day notice period, MIDA may implement subpart (ii) on a temporary basis until either the cure is effectuated by the County or MIDA exercise its rights under the immediately foregoing sentence. In either case, the cost to MIDA of providing (or having a third party provide) the removed or supplemental municipal services, together with a reasonable administrative fee, shall be paid to MIDA from the Municipal Services Revenue Fund. The County shall not receive any part of the Municipal Services Revenue Fund if the County is removed entirely as the municipal service provider for the West Side. MIDA reserves the right, without cost to the County, to supplement any such services itself or through a third-party service provider at any time and from time to time.
- k. If MIDA determines it necessary to use a different municipal services provider, it shall hire a party only after consultation with the Conference Subcommittee, defined in Section 23.

6. PAYMENTS FOR MUNICIPAL SERVICES.

- a. Pursuant to the MIDA Act, MIDA will receive tax revenue from the following sources, which tax revenue shall be paid into a designated fund to pay for municipal services in the MRF Project Area (the "**Municipal Services Revenue Fund**"):

- i. The County's portion of any property tax remaining after MIDA is paid the property tax allocation, also defined as "dedicated tax collections" in the MIDA Act, collected from the MRF Project Area;
- ii. A Municipal energy tax in the MRF Project Area authorized by the MIDA Act;
- iii. A Transient room tax from the MRF Project Area authorized by the MIDA Act; and
- iv. A Telecommunications tax from the MRF Project Area authorized by the MIDA Act.
- v. The point-of-sale portion of the sales and use tax generated from the Marina West Property, the LON Property, and the North LON Property, after the \$5 million is funded as described in Subsection 10(d)(i)(D) and to the extent the funds are not needed to fund the TAR Bonds, as defined in Subsection 10(d)(i)(E).

Notwithstanding the foregoing, the taxes listed above that are generated from the MWR Hotel shall not be included in the Municipal Services Revenue Fund but shall be included in the MWR Hotel Fund (defined below) as more fully set forth in Subsection 12(b) below.

- b. For providing the Municipal Services in the MRF Project Area, including the West Side, but subject to Subsection 5(j) above, MIDA shall remit all of the Municipal Services Revenue Fund to the County, less any amounts needed to pay for MIDA's administrative, overhead, legal, and other operating expenses attributable to the MRF Project Area (including, without limitation, amounts required by MIDA to pay for supplemental or substituted municipal services, including those acquired from third-parties, pursuant to Subsection 5(j) above).
 - i. MIDA shall remit such funds to the County within 30 calendar days of receipt of the funds.
 - ii. The County shall use the funds, as it determines in its sole discretion, to provide the Municipal Services in the MRF Project Area, including the West Side, and as otherwise allowed under applicable law. The County does not have to account to MIDA in how it is using Municipal Service Revenue Fund and is only subject to providing the Municipal Services, as provided in Section 5.
- c. If the County creates a new Service District to provide a service already provided by the County as part of the Municipal Services, the taxes, fees,

or costs charged by the new Service District to provide such services shall be offset as described in Subsection 5(c).

- d. If the County has provided notice of its decision to cease providing Municipal Services, as provided in Subsection 5(e), MIDA shall terminate any further payments to the County from the Municipal Services Revenue Fund after the effective date when the County's provision of the Municipal Services cease.

7. PERMITTING AND INSPECTION SERVICES.

- a. Pursuant to MIDA's Exclusive Authority, MIDA has the responsibility to provide for Permitting and Inspection Services. Utah law provides that fees charged for Permitting and Inspection Services shall be reasonably commensurate to the cost to provide the service.
- b. MIDA may provide a fulltime administrator and support services to coordinate the Permitting and Inspection Services for the MRF Project Area or pay a mutually agreed portion of the cost for the County to have a fulltime administrator. In addition to the standard fee charged for Permitting and Inspection Services, MIDA may add an administrative charge sufficient to pay for the fulltime administrator.
- c. Pursuant to §63H-1-201(3)(q) of the MIDA Act, for any property in the West Side that is located within unincorporated Wasatch County, the County shall provide Permitting and Inspection Services using its own employees and/or third-party contractors. MIDA shall pay to the County the fees collected less the administrative surcharge. Without limiting the foregoing, for administrative convenience and coordination purposes, in lieu of MIDA directly collecting the fees, MIDA may designate the County as the place where an application for the Permitting and Inspection Services is to be submitted and related fees paid.
- d. If MIDA determines, in its sole discretion, that any of the Permitting and Inspection Services are not being provided in a timely manner, MIDA may contract with a third party to provide the particular service in lieu of the County providing such Service. However, prior to contracting with the third party, MIDA shall give sixty (60) calendar days prior written notice to the County outlining the reason for the determination and allow the County an opportunity to cure the problem. If the County chooses to make changes to rectify the issue(s) identified by MIDA, within the 60-day time period the County shall provide a written response to MIDA with detailed changes and a reasonable timeline for such changes that the County will immediately implement if MIDA will withdraw the determination. If MIDA finds the proposed changes or timeline unsatisfactory it may proceed

forward with contracting with a third party. During such 60-day notice period, MIDA may contract with any third party on a temporary basis until either the cure is effectuated by the County or MIDA exercises its right under the immediately foregoing sentence. Such third party will be selected only after consultation with the Conference Subcommittee defined in Section 23.

- e. If the County determines in its sole discretion, it is unable or unwilling to provide such services, the County may, upon 180 calendar days' written notice, decline to provide permitting and inspection services.

8. LAND USE APPROVALS. Pursuant to MIDA's Exclusive Authority, MIDA hereby designates the following applicable land use laws and administrative review authorities within the West Side (which for all purposes hereof also includes the Marina West Property, the LON Property, and the Extell North LON Property):

- a. On December 1, 2020 MIDA adopted those certain "Development Standards and Guidelines for the MIDA Control Area" for the Military Recreation Facility Project Area (as amended from time to time, the "**MIDA Development Standards**"), which MIDA Development Standards shall be applicable to the West Side to the exclusion in their entirety of any ordinance, rule or regulation adopted by the County pertaining to land use, development or subdivision of real property, including those ordinances and regulations pertaining to the JSPA.
- b. In the West Side, MIDA shall retain and exercise full and exclusive jurisdiction, including all land use authority, with respect to all land use and development approval matters, including, but not limited to, the issuance of all land use approvals, plan reviews and approvals, building permits, occupancy permits, inspections, and business licensing, and any appeals therefrom, and no submissions to or approvals by the County shall be required with respect to any of the foregoing. MIDA shall have the right, in the exercise of its sole discretion at any time and from time to time, to contract with any third party (including the County) to provide all or a portion of any such services for the West Side. Such third party will be selected only after consultation with the Conference Subcommittee. Development agreements pertaining to the West Side shall be between MIDA and the applicable property owner.
 - i. For the West Side, MIDA has created a Development Review Committee ("**DRC**"), which shall, depending on the nature of the application submitted and the requirements of the MIDA Development Standards, act either as a "land use authority"

with respect to a given application or as a recommending body for land use decisions that will be presented to the MIDA Board, as more fully set forth in the MIDA Development Standards. The DRC is chaired by the MIDA Executive Director, or the Director's designee, and consists of other members recommended by MIDA and the County and approved by the MIDA Board. MIDA shall set the number of DRC members from time-to-time, the DRC is presently comprised of seven (7) members. Within 30 calendar days of a written request by MIDA, the County and MIDA shall recommend persons to serve on the DRC. The DRC shall include a representative of the County. If MIDA finds the person recommended by the County is not acceptable or finds that such member of the DRC consistently misses meetings or is unreasonably disruptive, then MIDA shall have the right to remove such individual from the DRC and shall advise the County of its decision. The County shall recommend another individual within 30 calendar days. If no acceptable individual is recommended by the County within that period, MIDA can appoint someone of its choosing to be a member of the DRC.

- ii. Appeals of decisions of the DRC shall be made to the MIDA Board pursuant to the MIDA Development Standards established by the MIDA Board.
- iii. MIDA hereby agrees that the maximum residential densities on the properties located within the West Side and identified below shall be as follows (provided that such residential densities may be relocated among the property included within the West Side as MIDA may reasonably determine):
 - A. Mountain Village & Resort Area—as shown in the BLXM Master Plan, approved by the County on August 29, 2018, as subsequently adopted by MIDA.
 - B. Pioche Parcel —as shown in the JSPA target density in effect as of December 17, 2018 and approved by MIDA as part of the MIDA North Mayflower Master Plan.
 - C. Blue Ledge Parcel—as approved by MIDA as of the December 18, 2018.
 - D. JSSD Parcel—maximum residential density of 8 units.
 - E. Southwest Region, as such property is identified with cross-hatch on Exhibit A hereto —maximum residential density of 200 ERUs.

- F. The master development plan for the Marina West Property is attached as Exhibit B and the master development plan for the LON Property is attached as Exhibit C. The Master Development Plans are conceptual with regards to layout, size, and location of the uses, however, the commercial and residential densities listed are hereby approved and firm and may not be increased, except as provided in the conversion chart in Exhibit B, without approval of the Parties. No residential density or density for hotels or condominium units is allocated to the Recreation Parcels or the Detention Pond Parcel.
- G. In exercising MIDA's Exclusive Authority, MIDA and Extell will enter into one or more development agreements that govern the development of the MW Development Parcels, the LON Property, and the Extell North LON Property ("**Extell East Development Agreement(s)**"). In the Extell East Development Agreement(s), an appropriate dedication of right-of-way to the County for the expansion of the Jordanelle Parkway that borders the LON Property and Extell North LON Property shall be required provided that: (I) the maximum area required to be dedicated shall be (a) supported by engineering studies from engineers acceptable to MIDA, Extell, and the County, (b) legally permissible under applicable law, and (c) limited to that portion that is necessary after all right-of-way that is available on the Utah Department of Transportation owned property outside of the NA line of Highway 40 on the west side of the Jordanelle Parkway is used; (II) such dedication of right-of-way is required from all other property owners with property adjoining the Jordanelle Parkway on the same terms and conditions as are imposed on Extell; and (III) the amount required creates a standard width for the entire Jordanelle Parkway, not to exceed 105 feet.
- iv. Pursuant to MIDA's Exclusive Authority, with respect to the Mountain Village & Resort Area, MIDA hereby adopts, ratifies, and authorizes all of the County's land use decisions prior to December 17, 2018, as if they had been made by MIDA. Nevertheless, after December 17, 2018, such County land use decisions shall in no way effect or limit MIDA's land use decisions and MIDA's exercise of MIDA's Exclusive Authority.
- v. Concurrently with signing of this Agreement, the County agrees to assign all of its rights and interest in and to the Housing

Agreement attached as Exhibit B to MIDA so it can work with the other signatories to terminate the Housing Agreement. MIDA agrees to cause the Affordable Housing Obligation, as set forth in Exhibit E, to be fulfilled by the owner of the MW Development Parcels pursuant to the Extell East Development Agreement.

9. INFRASTRUCTURE DEVELOPMENT.

- a. MIDA and the County agree to cooperate and coordinate with each other so that infrastructure improvements crossing between and/or intended to serve the West Side and the balance of the MRF Project Area and other areas of the County adjacent to the MRF Project Area are designed and installed so as to work to the betterment of both areas. In the event of any disagreement between the County and MIDA over the location, scope, or other coordination details of such infrastructure improvements crossing between land in the West Side and land in the balance of the MRF Project Area or land adjacent to the MRF Project Area, the joint decision of the County Manager (with the advice and consent of the Wasatch County Council) and the MIDA Executive Director shall control.
- b. Two (2) transportation portals providing vehicular connectivity under U.S. Highway 40 have been constructed by the Utah Department of Transportation, but developers within the MRF Project Area will be required to pay their pro rata share of the cost of the roads and related utilities connecting the east and west side of the portals to the applicable County roads (“**Portal Improvements**”) (after application of any public funding). MIDA may seek public funding or use some of the Development Fund, defined below, for some or all of the funding required to install or retire financing associated with the construction of the Portal Improvements, and the County shall cooperate with such efforts. The scope, funding and timing of the Portal Improvements and their installation shall be determined by MIDA, working in coordination with the County and UDOT, based on traffic demand generated within the MRF Project Area.

10. DEVELOPMENT FUND. Pursuant to the MIDA Act, MIDA shall receive funds to pay for, including financing or refinancing, the development of land within the MRF Project Area, ongoing operation of the MWR Hotel, MIDA expenses, and the cost of infrastructure and improvements, recreational resort facilities, and passenger ropeways within or outside the MRF Project Area, as allowed in the MIDA Act. The funds that are part of the Development Fund, described in Subsection 10(a) below, shall not include tax revenue generated from the MWR Hotel, which shall be

governed by Section 12 or the Blue Ledge Parcel, which is already subject to a development agreement. (**“Development Fund”**).

- a. Monies for the Development Fund will come from the:
 - i. 75% of the property tax allocation generated in the MRF Project Area in accordance with the MIDA Act for the 40-year period in which the property tax allocation may be collected (**“Tax Increment Period”**);
 - ii. point of sale portion of sales and use tax collected from the MRF Project Area, in accordance with the MIDA Act; and
 - iii. resort communities tax collected from the MRF Project Area, as authorized by the MIDA Act.
- b. Under the MIDA Act, MIDA may use the sales and use tax and the resort communities tax in either the Municipal Services Revenue Fund or the Development Fund. Both Parties agree that given the significant infrastructure costs associated with providing a high-quality development within the MRF Project Area, both taxes will be part of the Development Fund during the Tax Increment Period, except as provided in Subsection 6(a) and Subsection 10(d)(i)(F). Following the Tax Increment Period, the proceeds from such taxes may, if agreed by the MIDA Executive Director and the County Manager, be included in the Municipal Services Revenue Fund, and failing such agreement, shall be retained by MIDA as provided in the MIDA Act.
- c. Thirty percent (30%) of the contribution to the Development Fund generated from each property in the MRF Project Area shall be used, consistent with the MIDA Act as follows:
 - i. For the first 25 years of the Tax Increment Period, to the extent justified and approved by MIDA to assist the landowner in the development of infrastructure that will assist the landowner in the development of the landowner’s property; and
 - ii. For years 26-40 of the Tax Increment Period, 60% to the County, 15% to the Wasatch County Fire District, subject to the entering into of an agreement between MIDA and the Fire District, and the remaining 25% is retained by MIDA. All uses of these funds by the entities named shall be in compliance with the MIDA Act.

- d. The remaining seventy percent (70%) of the contribution to the Development Fund shall be used to benefit the MRF Project Area and the surrounding JSPA, as follows:
 - i. The Parties agree to the priorities listed below. Because the Development Fund is completely contingent on when and how the property owners develop their property, the Parties cannot guarantee when, or how much funding, if any, will be available for any of the priorities listed. In order of priority, MIDA will fund the following improvements from Development Funds:
 - (A) The acquisition and construction of the Jordanelle Parkway and related improvements from Development Funds generated from the East Side; then
 - (B) \$2 million for the East Side frontage road improvements from and through the southern Portal Improvements to State Highway 319 and for the East Side frontage road to and from the northern Portal Improvements to the Jordanelle Parkway, from Development Funds generated from the East Side; then
 - (C) \$8 million toward day skier and public parking located on the Recreation Parcels or on the West Side from Development Funds generated from the East Side, as determined by Extell; then
 - (D) \$5 million from the Development Funds generated from the East Side to JMARA to develop, operate, and maintain the Recreation Fields and the Government Facility. The development costs for the Recreation Fields includes reimbursement to MIDA for its legal and study costs to do the environmental and real estate analysis for JMARA to take title and obtain environmental approvals for its development; then
 - (E) MIDA issued the Tax Allocation Revenue Bonds Series 2021A-1 and A-2 ("**TAR Bonds**") for West Side improvements using pledged revenue from West Side Development Funds and MWR Hotel Funds. Only if the pledged revenues are insufficient to pay TAR Bonds debt service or are needed to replenish the debt service reserve fund, Development Funds from the East Side will be used; then

- (F) (i) MIDA's funds from the point of sale portion of the sales and use tax generated from Marina West Property, LON Property, and North LON Property shall be paid to the Municipal Services Revenue Fund for County use pursuant to Subsection 6(a)(v); (ii) if MIDA and the owner of the MW Development Parcels agree in writing, the 70% portion generated from the MW Development Parcels will be used by JMARA and the owner of the MW Development Parcels for the remediation and insurance relating to any existing environmental conditions on the Recreation Parcels and/or the MW Development Parcels, and for the development, operation and maintenance of parking and moderate income housing on such properties, and the resort communities tax generated from the Marina West Property, the LON Property, and the North LON Property shall be paid to JMARA for the development, operation, and maintenance of the Recreation Fields and the Government Facility; then
- (G) Ski and four season recreational resort improvements in the West Side, including, but not limited to: passenger ropeways, gondolas, warming huts, and other ski systems and equipment; ski runs; snowmaking; skier parking and transit facilities and systems; ice skating central plant; environmental assessment and remediation; maintenance systems and facilities; transportation access on, to and from the West Side, including the remaining frontage roads for the Portal Improvements on the West Side not funded in Subsection (B) above; and related ancillary systems and facilities (collectively referred to herein as "**Mountain Improvements**") all from Development Funds generated from the East Side and West Side; then
- (H) East Side and West Side trails and recreational facilities.

- ii. MIDA shall, in its sole discretion, determine the timing and use of Development Funds generated from the West Side, together with all available Development Funds for Mountain Improvements, generated from the East Side pursuant to Subsection (10)(d)(i)(G) through the development agreement and tax sharing agreement entered into between MIDA and Extell, consistent with the MIDA

Act. The determination as to whether a proposed improvement is a Mountain Improvement shall be determined by MIDA in its sole discretion reasonably exercised.

- iii. Following MIDA's use of the Development Funds as set forth in this Agreement, the County shall, in its sole discretion, determine the use of all remaining monies in the Development Fund generated from the properties within the MRF Project Area for any of the purposes identified above, including reimbursement to the County for actual costs incurred for wildland fire suppression within the MRF Project Area which are not otherwise eligible to be reimbursed or covered by insurance or federal or state resources (including the resources provided pursuant to Utah Code Ann. §65A-8-201 et seq., it being understood that in order to qualify for reimbursement from the Development Funds the County shall at all times maintain a valid cooperative agreement with the Utah Division of Forestry, Fire and State Lands and shall have previously met its Annual Participation Commitments thereunder, which Annual Participation Commitments shall not be subject to reimbursement hereunder).
- iv. The County will identify the uses of the funds identified in Subsection (10)(d)(iii) and submit them to MIDA each year, and MIDA shall include them within the MRF Project Area budget adopted each year pursuant to §63H-I-405 of the MIDA Act ("**Development Fund Budget**").
- v. Annually, MIDA, in consultation with the County, shall include in its Development Fund Budget the estimates of the costs associated with the improvements described above and the budget year in which they may be needed. MIDA may financially support a Mountain Improvement that is ready to be funded in a given budget year, even before a higher priority improvement is funded if the financial projections show that funding for the higher priority improvement will be available in the budget year in which it is required.
- e. Pursuant to §63H-I-502(I)(e) of the MIDA Act, the MIDA Board finds that all of the infrastructure and improvements to be constructed in the MRF Project Area or JSPA, which benefits the MRF Project Area, and the passenger ropeways to be constructed on the West Side where at least one end is located within the West Side, are of benefit to the MRF Project Area and this finding is adopted by the resolution approving this Agreement.

- f. MIDA finds that the use of the 70% portion of the Development Fund to pay for infrastructure, improvements and/or passenger ropeways will be of benefit to the military that use the MWR Hotel because they will be able to use the facilities in the MRF Project Area.
 - g. MIDA is considering issuing bonds to pay for the financing of the publicly owned infrastructure and improvements. Neither the County, nor any of its political subdivisions, including any of the Service Districts, shall have any obligation to issue bonds for infrastructure or improvements within the JSPA or the MRF Project Area.
 - h. For purposes of § 63H-1-501(2) of the MIDA Act, to begin and calculate the property tax allocation designated by MIDA resolution for any specific parcel of property within the MRF Project Area, if MIDA delegates to the County the responsibility to do building permit inspections with respect to a given parcel pursuant to Section 7, MIDA also designates the County as the entity to issue any certificate of occupancy required under the MIDA Development Standards for any improvements on that parcel.
11. MIDA EXPENSES. In addition to other revenues sources or funds MIDA may have, the MIDA Act allows MIDA expenses to be taken from either the Municipal Services Revenue Fund or the Development Fund or both. However, the Parties agree that, only if needed, as reasonably determined by MIDA, MIDA expenses shall be paid from the Municipal Services Revenue Fund.
12. DEVELOPMENT AND OPERATION OF THE MWR Hotel and the MRF Project Area.
- a. Pursuant to the MIDA Act, MIDA imposed the 15% MIDA Accommodations Tax on the MWR Hotel and the East Side Golf Academy lodging facility ("**Golf Lodge**"). Pursuant to §63H-1-205(11) of the MIDA Act, for as long as the tax is in place and provided further that the County has a transient room tax in place, MIDA shall pay 13.333% of the MIDA Accommodations Tax to the County for the County's general operations and administrative expenses, and MIDA shall retain 86.667% of the MIDA Accommodations Tax for itself. The County does not need to account to MIDA for the County's use of the portion of the MIDA Accommodations Tax paid to the County pursuant to this Subsection 12(a). If any hotel is constructed on the 1.6 acre parcel currently owned by MIDA on the West Side but planned to be transferred to the control of the military ("**Military Parcel Hotel**"), for purposes of the MIDA Accommodations Tax contemplated by this Subsection 12(a) only, any Accommodations Tax collected from the Military Parcel Hotel will be treated in the same manner as the MIDA Accommodations Tax imposed on the MWR Hotel. Except for the MWR Hotel, the Military Parcel Hotel (if any), and the Golf Lodge, all other hotels

constructed in the MRF Project Area shall be subject to any County transit room tax and not the MIDA Accommodations Tax.

- b. In addition to the portion of the MIDA Accommodations Tax retained by MIDA pursuant to Subsection 12(a) above, property tax allocation funds and other the taxes and payments listed in §63H-1-502(3) of the MIDA Act that are generated from the MWR Hotel shall not be a part of either the Development Fund or the Municipal Services Revenue Fund and may be used by MIDA to fund the construction and/or operation of the MWR Hotel and MIDA's general operations and administrative expenses ("**MWR Hotel Funds**").
 - c. One of MIDA's primary purposes for creating the MRF Project Area is to assist in the development and operation of the MWR Hotel and the MRF Project Area. In the event that the MWR Hotel Funds controlled by MIDA are insufficient to meet the reasonable financial needs for the development and operation of the MWR Hotel, MIDA may, upon written notice to the County specifying the use and amount of the funds so requested, utilize additional funds for such purpose from the Development Fund so long as the additional funds requested by MIDA for the development and operation of the MWR Hotel shall not exceed 50% of the annual contribution to the Development Fund from the additional point of sale portion of the sales and use tax authorized by the MIDA Act and the resort communities tax authorized by the MIDA Act.
- 13. NO SEPARATE ENTITY CREATED. No separate legal entity is created by the terms of this Agreement. There shall be no real or personal property jointly acquired by the Parties as a result of this Agreement.
 - 14. NO THIRD-PARTY BENEFICIARIES. This Agreement and the covenants, promises, obligations and responsibilities contained herein are intended solely to establish the obligations and benefits of the respective Parties hereto. No third-party may enforce the terms of this Agreement or rely on this Agreement in any action against either of the Parties. MIDA has previously entered into a development agreement and a tax sharing agreement with Extell and will enter into one or more development agreements and tax sharing agreement(s) for the MW Development Parcels, the LON Property, and the LON North Property (if Extell acquires it) which provide Extell certain rights and benefits described in this Agreement.
 - 15. PARTIES AS GOVERNMENTAL ENTITIES. Both Parties are governmental entities subject to the provisions of the Utah Governmental Immunity Act and the substantive and procedural protections thereof. By execution of this Agreement, neither Party waives any of the substantive or procedural defenses or protections of the Act including specifically without reservation the limitations on actions and the limitations on judgments contained therein. The Parties are also subject to the

substantive and procedural protections found in Section 63H-1-209 of the MIDA Act and intend to receive all of its benefits, particularly as it may apply to the Marina West Property.

16. GENERAL INDEMNITY. Subject to the provisions of this Section, each Party agrees to indemnify, release, hold harmless and defend the other Party hereto from all claims, damages, liabilities, and judgments for injury to persons, loss of life, or damage to property occurring because of the negligent acts or omissions of the indemnifying Party, its officers, or employees in connection with this Agreement.
17. INTERLOCAL ACT REQUIREMENTS.
 - a. This Agreement shall be authorized by resolution or ordinance of the legislative body of each Party, pursuant to §11-13-202.5(l)(b) of the Interlocal Corporation Act;
 - b. The resolution or ordinance of a Party's legislative body approving this Agreement shall specify the effective date of this Agreement, pursuant to §11-13-202.5(2) of the Interlocal Corporation Act; and
 - c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to §11-13-209 of the Interlocal Corporation Act.
18. CONTRACT REPRESENTATIVE.
 - a. Each Party agrees to designate a contract representative responsible for matters involving contract interpretation and performance during the term of the Agreement. The initial contract representatives shall be:
 - i. For MIDA, the Executive Director, who is currently Paul Morris.
 - ii. For the County, the County Manager, who is currently Dustin Grabau.
 - iii. The Parties agree to provide notice to the other Party of any change in designated contract representative prior to the effective date of the transfer of responsibilities.
 - b. The Parties agree that the representatives may implement and clarify this Agreement through Memorandum's of Understanding ("**MOUs**"), including but not limited to, the mechanism for the County to fund \$4.5 million towards costs of the West Side frontage road currently under construction on the West Side from Transportation Impact Fees paid to the County and not from the Development Fund, MWR Hotel Fund, or other funds available to MIDA, any public infrastructure district, or Extell.

19. WEST SIDE IN LIEU OF IMPACT FEES. Fees shall be paid by an owner of property within the West Side (which includes the Marina West Property, the LON Property, and the Extell North LON Property) in lieu of impact fees (the “**In Lieu Fees**”), pursuant to Section 2.01(B)(2)(n) of the MIDA Development Standards. The In Lieu Fees were developed after consideration of County impact fee amounts in effect as of the Effective Date. The percentage of the In Lieu Fee and timing of its payment are as follows (capitalized terms below have the same meanings as the County ordinances pertaining thereto):
- a. For the West Side the In Lieu Fee shall be as follows:
 - i. 100% of the Public Safety Impact Fee;
 - ii. No Transportation Impact Fee (except that after the West Side is developed according to the approved master plan(s) and site plan(s) as of the Effective Date (“**Village Master/Site Plans**”) any new and additional uses that require an amendment to the Village Master/Site Plans that cause the County to need to expend its own funds to expand the Jordanelle Parkway or the County frontage road that services the West Side, as determined by engineering studies acceptable to the Parties, then the Parties and Extell shall work together to determine if an In Lieu Fee for transportation should be paid to cover the pro rata costs to the extent incurred by reason of the increased uses approved in the amended Village Master/Site Plans and any agreed to In Lieu Fee shall be documented in an MOU);
 - iii. The Recreation Impact Fee in the following amounts based on the use:
 - (1) 100% for Single Family Residential lots (e.g., homes constructed on single family residential lots like Galena One and Galena Two subdivisions) and condominium units located in a multi-family or townhome product type;
 - (2) 30% for the Pioche apartments and any condominium units located within or directly associated with a hotel. Any other apartments besides the Pioche apartments constructed on the West Side shall pay 100%; and
 - b. For the Marina West Property, the LON Property, and the Extell North LON Property, 100% of the In Lieu Fees for Public Safety, Transportation, and Recreation. The Recreation In Lieu Fee shall be transferred by the County to JMARA and used exclusively to develop the Recreation Fields.

- c. All payments set forth above shall be paid directly to the County by the applicable property owner in the same manner as building permits are applied for on buildings that are subject to the Impact Fees. The Recreation In Lieu Fees collected pursuant to the Section 19 shall be transferred to JMARA for it to use exclusively to develop the Recreation Fields.
20. NOTICE. Whenever a Party is required to give notice under this Agreement, it shall be given in writing by depositing it, postage pre-paid, with the U.S. Postal Service addressed to the other Party as follows:

a. If to MIDA: Military Installation Development Authority
Attention: Executive Director
450 Simmons Way, No. 400
Kaysville, UT 84037-6722

With a copy to: Richard Catten
Attention: Counsel
P.O. Box 9805
Millcreek, UT 84109

b. If to the County: Wasatch County Manager
25 North Main
Heber City, UT 84032

With a copy to: Wasatch County Attorney
805 West 100 South
Heber City, UT 84032

The Parties may change the person or address where notice is given by providing written notice to the other Party.

21. AMENDMENT. The terms of this Agreement may be modified or amended at any time through execution by the Parties of a written amendment hereto. Any amendment of the Agreement shall specify the changes hereto and the effective date(s) of the changes.
22. WHOLE AGREEMENT. This Agreement, including the Exhibits hereto (which are hereby incorporated herein by reference), contains the entire agreement between the Parties, and as of the Effective Date and together with the East Side Agreement, entirely supersedes and replaces the Original Agreement, subject to Subsection 1(b) hereof. All promises, representations, understandings, warranties, inducements, and agreements with respect to the matters described in this Agreement have been expressed herein. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid or

unenforceable, the remainder of the Agreement shall remain in full force and effect. Any terms not specifically defined herein but defined in the MIDA Act shall have the meanings set forth in the MIDA Act.

23. AGREEMENT TO MEET AND CONFER—CONFERENCE SUBCOMMITTEE. Prior to either Party filing any legal action in a court of competent jurisdiction, it shall provide written notice to the other Party of its concerns. The Parties agree that the concerns shall be reviewed by a subcommittee consisting of the chair and vice-chair of each Party or their designees and the MIDA Board member who is appointed by the governor to represent the MRF Project Area (“**Conference Subcommittee**”). In addition, if the County has any concerns regarding MIDA’s land use decisions on the West Side it may request in writing a meeting of the Conference Subcommittee to discuss the matter. Any such request and review shall not delay any land use decisions or actions. The members of the Conference Subcommittee shall meet promptly to discuss the matter. Any decision or recommendation made by the Conference Committee is nonbinding on the Parties.
24. TERMINATION. Except for the indemnification provisions which shall survive termination, this Agreement shall automatically terminate and be of no force and effect with respect to, but only with respect to, any portion of the West Side that is annexed or incorporated into a municipality.

[Signature page(s) follow]

IN WITNESS WHEREOF, the Parties have signed this Agreement effective as specified above.

Military Installation Development Authority

Paul Morris
Executive Director

Approved as to Form:

Richard Catten
Counsel

Wasatch County

Dustin Grabau
County Manager

ATTEST:

County Clerk

Approved as to Form:

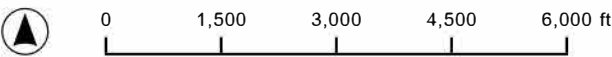
Scott Sweat
County Attorney

Exhibit A

MRF Project Area

Exhibit A

PROJECT AREA PLAN - PART 7
REVISED: MARCH 1, 2023



LEGEND

CONSENT AREAS

MRF Project Area Wasatch County Consent

MRF Project Area Hideout Consent

MRF PROJECT AREA

Part 1 (Sep. 19, 2012)

Part 2 (Dec. 26, 2018)

Part 3 (Oct. 2, 2019)

Part 4 (Oct. 23, 2019)

Part 5 (Dec. 1, 2020)

Part 6 (Dec. 15, 2022)

Part 7 (Pending)

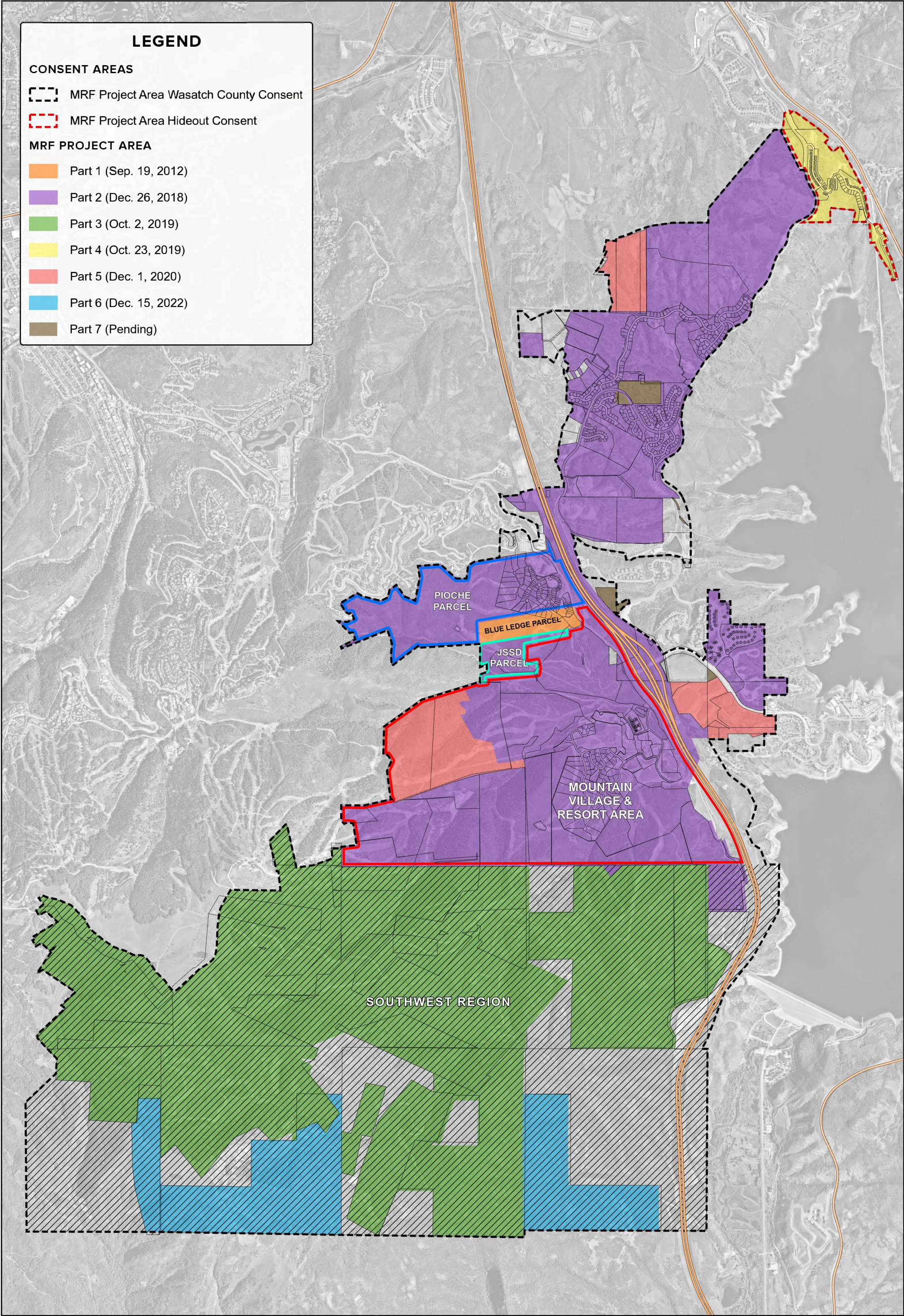


Exhibit B

Housing Agreement

Exhibit B

Housing Agreement

For Signature: 9/21/18

WHEN RECORDED RETURN TO:

Ent 456366 Bk 1234 Pg 1159-1178
Date: 26-SEP-2018 11:22:02AM
Fee: \$78.00 Check Filed By: TC
PEGGY FOY SULSER, Recorder
WASATCH COUNTY CORPORATION
For: LANDSCOPE LLC

MODERATE INCOME HOUSING AGREEMENT – Corrected

FOR MAYFLOWER MARINA AND LAKESIDE NORTH

This Moderate Income Housing Agreement for Mayflower Marina and Lakeside-North Areas (this "**Agreement**"), the effective date of which is January 26, 2018 (the "**Effective Date**") by and between Wasatch County, a political subdivision of the State of Utah (the "**County**") and Stichting Mayflower Mountain Fonds, a Netherlands association, and Stichting Mayflower Recreational Fonds, a Netherlands association (hereinafter collectively "Mayflower"), and Jordanelle Land Investors, LLC, a Utah limited liability company (hereinafter "JLI"). Mayflower and JLI may be referred to hereinafter collectively as "Developers". 'Mayflower' and 'JLI' as used shall include their respective successors in interest, transferees and assigns, including, where applicable, assignments to successors in interest or assignees of Mayflower's or JLI's rights and obligations under this Agreement.

Recitals

A. This Agreement supersedes the prior version of this agreement recorded January 30, 2018, which prior agreement (a) should have been dated January 26, 2018 rather than January 26, 2017, (b) did not include a legal description for the Marina parcels, (c) inadvertently included materials as exhibits which should not have been included and (d) contained other errors.

B. Mayflower is the owner of a large parcel of land located near the Jordanelle Reservoir in Wasatch County consisting of approximately 141.2 acres ("**Marina**"). The County and Mayflower have since separated Marina into Marina-East and Marina-West for development and entitlement purposes. JLI is the owner of a large parcel of land also located near the Jordanelle Reservoir in Wasatch County consisting of approximately 667 acres ("**Lakeside-North**"). Together, Lakeside-North, Marina-East and Marina-West are sometimes referred to herein as the "**Projects**." The legal descriptions of the two (2) Projects are included in Exhibit A attached hereto. Each Project may be developed separately, but both are subject to this Agreement with the intent that the affordable housing components of the Projects shall be satisfied on the Marina-West parcel, as hereinafter defined, except to the extent the Wasatch County Council may allow either or both Developers to pay a fee in lieu under the Affordable Housing Code.

C. On January 18, 2017, the Wasatch County Council approved a master plan for Marina, allowing for a maximum density of 392 Equivalent Residential Units ("ERUs"), 137 Affordable Housing Units ("AUEs") and 50,000 square feet of commercial space.

D. On February 15, 2017, the Wasatch County Council approved a master plan for Lakeside-North, allowing for a maximum density of 503 ERUs.

E. A condition of final master plan approval for both Marina and Lakeside-North is to include in the development agreement a general plan for addressing how the obligations of the Wasatch County Moderate Income Housing Code (hereinafter referred to as "**Chapter 16.30**" or the "**Affordable Housing Code**") will be satisfied.

F. This Agreement serves or will serve as a component of the development agreement(s) for the Projects and is intended to establish the moderate income housing obligations for the Projects and provide a general plan for satisfying the obligations as development of the Projects proceeds. The general terms of this Agreement will be refined at the time of preliminary and final plat approval for each area within each Project. It is anticipated to be supplement/amended at such time to provide additional detail as to how the terms of this Agreement affect the platted area and whether the overall purposes of this Agreement and the Affordable Housing Code are being addressed. Moreover, additional documentation will be prepared in the form of real property deed restrictions (or a County approved alternative), in compliance with Chapter 16.30, and will be recorded against all moderate income housing units ("**Affordable Units**") to be constructed within the Project in satisfaction of the requirements of this Agreement.

Agreement

NOW, THEREFORE, in consideration of the premises and the terms and conditions herein stated and for other valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. Obligation to Provide Affordable Units. Under the Affordable Housing Code, the obligation to provide Affordable Units (the "**Affordable Housing Obligation**") is calculated based on the number of approved residential ERUs and the area of commercial square footage planned for each Project. The Housing Obligation is stated in terms of Affordable Unit Equivalents ("**AUEs**") where one AUE is equivalent to a two (2) bedroom unit with a minimum of nine hundred (900) square feet of net livable space. Under Chapter 16.30, the Affordable Housing Obligation for each Project is calculated as follows:

[Balance of page left blank intentionally.]

Project Area	ERUs	Net Leasable Commercial	AUE Obligation for ERUs*	AUE Obligation for Comm'l**	Total Affordable Housing Obligation
Marina	392	42,500 sf	39.2	12.47	51.67 AUE
Lakeside-North	503	0	50.3	-	50.30 AUE

* The obligation rate is 10% of the approved ERUs, and the additional AUEs to be constructed do not count against the approved density for the project.

** The commercial obligation is calculated in accordance with Section 16.30.08. Because the actual use of the commercial space is unknown at this time, the 'overall/general' category has been used to determine the employee generation as a basis for the obligation.

2. General Plan for Satisfying Affordable Housing Obligation. The parties acknowledge and agree that it is in the best interests of both the County and the Projects to concentrate the Affordable Units on-site and in an area that has easy access to transportation corridors to promote shared transportation. In addition, Developers have requested that they each be given a certain amount of time to plan for the concentrated development of the Affordable Units without impeding the commencement of development of the Projects. With these goals in mind, Developers shall concentrate their respective Affordable Housing Obligations on a single parcel located within Marina-West, which parcel is currently identified on the Marina Master Plan as MARINA RMD(C) Parcel 3 (the "**Affordable Housing Obligation Parcel**" or "**AHOP**") approved for 137 AUEs on the following terms and conditions:

a. *Units Must Be Constructed.* Mayflower's and JLI's Affordable Housing Obligations must be actually constructed on the AHOP and deed restricted as moderate income housing in perpetuity. Neither Mayflower nor JLI may satisfy any of their Affordable Housing Obligations by paying a fee in lieu without the consent of the County Council. The Affordable Units shall be constructed, sold or rented in compliance with Chapter 16.30. Neither Mayflower nor JLI shall be obligated to manage or enforce rental Affordable Units after they have been constructed and accepted by the County if either conveys their respective Affordable Units to the County or a third-party who agrees to manage or enforce rental Affordable Units.

b. *Assurance of Completion.*

1) Within two (2) years of submitting to the County, for processing and approval, of a Preliminary Site Plan for Lakeside North, Marina-East or Marina-West, whichever is earliest, Developers shall submit to the County, for processing and approval, a Preliminary Site Plan and Preliminary Plat for the entire AHOP.

2) Within two (2) years of the County's approval of the Final Site Plan and Final Plat for the first phase and each subsequent phase on Lakeside North (allowable first phase maximum of 173 ERUs), JLI shall commence construction of the AHOP infrastructure necessary to service the affordable housing units attributable to that phase. Within three (3) years of the County's approval of the Final Site Plan and

Final Plat for the first phase and each subsequent phase on Lakeside North, JLI shall commence construction of the Affordable Units attributable to that phase.

Similarly, within two (2) years of the County's approval of the Final Site Plan and Final Plat for the first phase and each subsequent phase on Marina-East (allowable first phase maximum of 159 ERUs) or Marina-West (allowable first phase pending), Mayflower shall commence construction of the AHOP infrastructure necessary to service the affordable housing units attributable to that phase. Within three (3) years of the County's approval of the Final Site Plan and Final Plat for the first phase and each subsequent phase on Marina East or Marina-West, as applicable, Mayflower shall commence construction of the Affordable Units attributable to that Project's phase.

Developer may approach the County Council for extensions of these deadlines, which the County Council may accept or deny in its sole and absolute discretion. To the extent this Section 2.b.2 conflicts with Section 2.b.4, Section 2.b.4 shall apply.

3) Should JLI or Mayflower fail to meet any of their aforementioned respective infrastructure or construction deadlines, the County may withhold approval of the Final Site Plan and Final Plat for subsequent phases on Lakeside North as to JLI, or, as to Mayflower, Marina-East or Marina-West as applicable, pending compliance with said deadlines; provided however, that the County may not withhold any such approval for a Lakeside North, Marina-East or Marina-West phase pending compliance with a deadline required of either of the other two (2) Projects.

4) Construction of all affordable housing units required of Lakeside North must be completed prior to County approval of the Final Site Plan and Final Plat for the last phase on Lakeside North. Similarly, construction of all affordable housing units required of Marina-East or Marina-West must, as to that Project, be completed prior to County approval of the Final Site Plan and Final Plat for the last phase on that Project.

5) With the exception of the above-referenced AHOP planning and platting requirements, the affordable housing requirements imposed on Lakeside North, Marina-East and Marina-West are independent and shall not be enforceable against either of the other two (2) Projects.

3. AHOP Relocation. Mayflower may, if and to the extent consistent with applicable law, relocate the AHOP to another location within Marina-West with the County's consent, which consent shall not be unreasonably withheld. Developers each agree to bear the risk of any increased costs or delays that may result from Mayflower requesting, and the County considering and processing a request to relocate the AHOP to another location, including any approvals from special service districts, utilities, or the State of Utah or any of its subsidiaries the County may require in its reasonable discretion.

4. Deed Restrictions and Pricing of Affordable Units. At the time of final plat approval for the AHOP, deed restrictions shall be recorded against all platted Affordable Units. The deed restrictions shall be consistent with the requirements of the Affordable Housing Code and applicable county policies then in effect. The form of the restrictions shall be approved by the County prior to recording.

5. Release from this Agreement. The parties will release each respective Project from the terms of this Agreement (i) at the time of sale or transfer of the last platted Project lands for each respective Project subject to this Agreement, and provided all the terms of Paragraph 2 have been satisfied with respect to such lands, or (ii) the recording of deed restrictions on platted Affordable Units.

6. General Provisions.

a. *Recording.* This Agreement shall be recorded in the official records of the Wasatch County Recorder.

b. *Default.* Should either Developer default in the performance of its obligations hereunder and fail to cure such default within thirty (30) days after receipt of written notice from the County specifying the nature of such default (or if such default cannot be cured within the aforesaid period of time, if said Developer fails to promptly commence to cure the same and to thereafter diligently proceed with such cure), then the County shall be entitled to undertake such remedies as are available in law or equity and/or provided in this Agreement, including but not limited to, denying any request for new building permits on the portions of that Developer's Project remaining subject to this Agreement, forfeiture of escrowed items as provided herein, and/or obtaining an injunction or an order requiring specific performance of that Developer's obligations under this Agreement.

c. *Term.* The term of this Agreement shall commence as of the Effective Date and shall continue in full force and effect in perpetuity until no portion of either Project remains subject to this Agreement, unless terminated sooner by the mutual agreement of both Developers and the County (the "Term").

d. *Amendment.* This Agreement may only be amended by written instrument signed by the County and both Developers and/or their respective successors or assigns. This Agreement constitutes the entire agreement of the parties with respect to the subject matters addressed herein. No other agreements, oral or written, pertaining to the matters herein exists between the parties. This Agreement hereby supersedes any other agreement between the parties respecting the subject matter addressed herein.

e. *Binding Effect.* This Agreement and the covenants contained herein shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns until released.

f. *Enforcement.* All of the terms, provisions and restrictions of this Agreement may be enforced by the County and in the event of a breach of this Agreement the County shall have such remedies as may be available in law or in equity.

g. *Notices.* All notices to be given to County or the Developers pursuant to this Agreement shall be in writing and shall be mailed, by first class, postage prepaid, or sent by verified email to the parties at the addresses set forth below, or any other address provided by Developer:

For Signature: 9/21/18

To County: Wasatch County Planning Department
55 South 500 East
Heber City, Utah 84032

With a copy to: Wasatch County Attorney
805 West 100 South
Heber City, Utah 84032

To Mayflower:

John Molenaar
Molenaar/Marks
Barbara Strozzi 101
1083 HN Amsterdam NL
john@molenaarmarks.com

Harman Kloos
Kloos Consultants
83 Sweelincklaan
3723 JC Bilthoven, Netherlands
hkloos@xs4all.nl

To JLI:

Jordanelle Land Investors, LLC
Kurt C. Swainston
5938 East Calle Principia
Anaheim, CA 92807
(714) 363-3222
Kurt@SwainstonLaw.com

With a copy to:

Craig Coburn/Steve Bergman
Richards Brandt Miller Nelson
299 S. Main St. – 15th Floor
Salt Lake City, UT 84111
craig-coburn@rbmn.com
steven-bergman@rbmn.com

h. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

i. *Representations.*

i. Developers each warrant and represent to the County as follows:

(a) Their respective Projects are located upon the real property described in Exhibit A attached hereto;

(b) each has the authority and power to execute, deliver and have recorded this Agreement; and

(c) The individuals signing on behalf of each are duly authorized, empowered and have the authority to bind that Developer to the terms and conditions of this Agreement.

ii. The County hereby warrants and represents to the Developers as follows:

(a) County has the authority and power to execute, deliver and have recorded this Agreement; and

(b) The individuals signing on behalf of County are duly authorized, empowered and have the authority to bind County to the terms and conditions of this Agreement.

j. *Attorney's Fees.* In any action or defense associated with this Agreement, the prevailing party shall be reimbursed by the non-prevailing party for the costs, including reasonable attorneys' fees incurred by the prevailing party in that action or defense.

k. *Recitals and Exhibits.* The included Recitals and Exhibits are an integral part of this Agreement and are hereby incorporated into this Agreement.

l. *Waiver.* No action or failure to act by the parties shall constitute a waiver of any right or duty afforded any party under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach hereunder, except as may be specifically agreed to in writing. A waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

m. *Counterparts.* This Agreement may be executed by the different parties hereto in separate counterparts, each of which when so executed shall be an original, and all of which taken together shall constitute one and the same agreement.

n. *Severability.* If any provision of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of the Agreement and the application of such provisions to any other party or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

o. *Headings.* Titles or headings to sections of this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement.

[Signatures on following pages.]

For Signature: 9/21/18

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed the date and year first above written above.

WASATCH COUNTY:

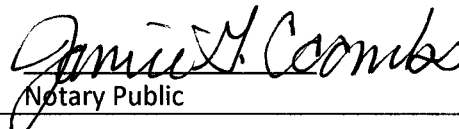
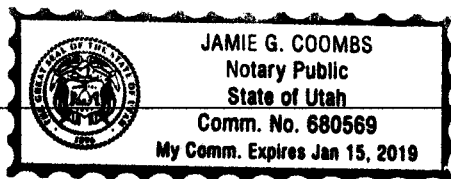
By: 

Mike Davis, County Manager

APPROVED AS TO FORM:


Jon Woodard, Deputy County AttorneyNotary AcknowledgmentsSTATE OF UTAH
COUNTY OF WASATCH

On this 24th day of Sept 2018, this Agreement was acknowledged before me by Mike Davis, County Manager of Wasatch County.



Notary Public

[Balance of page left blank intentionally. Mayflower and JLI signatures on following pages.]

For Signature: 9/21/18

MAYFLOWER:

Stichting Mayflower Mountain Fonds,
a Netherlands association

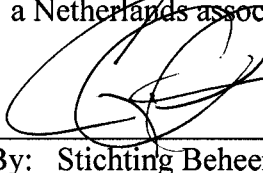
By: 
Stichting Beheer Mayflower Project,
a Netherlands association

Its: Manager

By: Craig C. Coburn

Title: Attorney-in-Fact

Stichting Mayflower Recreational Fonds,
a Netherlands association

By: 
Stichting Beheer Mayflower Project,
a Netherlands association

Its: Manager

By: Craig C. Coburn

Title: Attorney-in-Fact

County of Salt Lake)
 :ss
State of Utah)

The foregoing instrument was acknowledged before me this 24th day of September, 2017, by Craig C. Coburn, who executed the foregoing instrument in his capacity as the Attorney-in-Fact of Stichting Beheer Mayflower Project, a Netherlands association, Manager of Stichting Mayflower Mountain Fonds, a Netherlands association, and Stichting Mayflower Recreational Fonds, a Netherlands association.



Notary Public

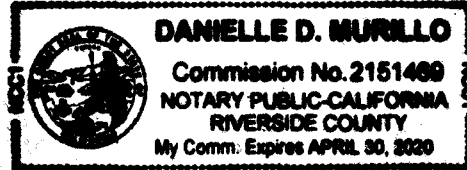


[Balance of page left blank intentionally. JLI signature on following pages.]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

[Signature Block and Acknowledgment]

State of California, County of San Diego
Subscribed and sworn to (or affirmed) before me on this 20 day
of September, 2018, by Steven Douglas Fellows
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.
Signature Danielle D. Murillo



JORDANELLE LAND INVESTORS, LLC

Steven D. Fellows
By: Steven D. Fellows
Its: Manager

County of Salt Lake)
 :SS
State of Utah)

The foregoing instrument was acknowledged before me this 20 day of
September, 2018, by Steven D. Fellows, who executed the foregoing instrument in his
capacity as the Manager of Jordanelle Land Investors, LLC.

NOTARY PUBLIC

EXHIBIT A

Legal Description of Property

LAKESIDE-NORTH

Parcel 1

The Northeast quarter; the East half of the Southeast quarter; the East half of the East half of the West half of the Southeast quarter; and the East half of the West half of the East half of the West half of the Southeast quarter of Section 12, Township 2 South Range 4 East, Salt Lake Base and Meridian.

EXCEPTING THEREFROM THE FOLLOWING:

Exception Parcel No. 1:

Those portions of the above described Parcel 1 lying within Summit County.

Wasatch County Tax Serial Number: OWC-0005-0.

Wasatch County Tax Parcel Number: 00-0007-1204.

Parcel 2

5 strips of land lying within the East half of Section 13, Township 2 South Range 4 East, Salt Lake Base and Meridian, being more particularly described as follows:

- a) A strip of land 100.0 feet wide situate in the East half of Section 13, Township 2 South Range 4 East of the Salt Lake Meridian in Wasatch County, Utah, said strip being 50.0 feet on each side, measured at right angles and/or radially, from the hereinafter described centerline of abandoned main track of the Ontario Branch of the Union Pacific Railroad Company, as formerly constructed and operated, and extending in a general Southwesterly and Southeasterly direction from the East line to the South line of said Section.
- b) Two strips of land each 75.0 feet wide situate in the Southeast quarter of the Northeast quarter of Section 13, Township 2 South Range 4 East of the Salt Lake Base and Meridian in Wasatch County, Utah, said strips lying between lines 50.0 and 125.0 feet on each side, measured at right angles and/or radially, from the hereinafter described centerline of abandoned main track of the Ontario Branch of the Union Pacific Railroad Company, as formerly constructed and operated, and extending Southwesterly from a straight line drawn at right angles through said centerline at a point thereon that is 985.7 feet distant Southwesterly, measured along said centerline, from the East line of said Section to a straight line drawn radially through said centerline at a point thereon that is 1185.7 feet distant Southwesterly, measured along said centerline, from said East line of Section.
- c) Two strips of land each 125.0 feet wide situate in the South half of the Southeast quarter of Section 13, Township 2 South Range 4 East of the Salt Lake Base and Meridian in Wasatch County, Utah, said strips lying between lines 50.0 and 175.0 feet on each side, measured at right angles and/or radially, from the hereinafter described centerline of abandoned main track of the Ontario Branch of the Union Pacific Railroad Company, as formerly constructed and operated, and extending Southwesterly and Southeasterly from a straight line drawn radially through said centerline at a point thereon that is 3386.2 feet distant Southwesterly, measured along said centerline, from the East line of said Section to the South line of said Section.

Said centerline of the abandoned main track referred to above, and referenced hereafter as the

“CENTERLINE OF ABANDONED MAIN TRACK OF THE ONTARIO BRANCH OF THE UNION PACIFIC RAILROAD COMPANY, AS FORMERLY CONSTRUCTED AND OPERATED”, is described as follows:

Commencing at a point on the West line of Section 6, Township 2 South Range 5 East, Salt Lake Base and Meridian, that is 60.6 feet distant North, measured along said West line, from the West quarter corner thereof; thence Easterly along a non-tangent curve, concave Southerly, with a radius of 573.69 feet and a line which is tangent to the beginning of said curve forms an angle of 32°36' from North to Northeast with said West line of Section, a distance of 1225.1 feet; thence Southeasterly along a straight line tangent to the end of the last described curve, a distance of 1164.4 feet to the beginning of a tangent curve concave Northeasterly, having a radius of 1432.69 feet; thence Southeasterly along said curve, a distance of 500.0 feet; thence Southeasterly along a straight line tangent to the end of the last described curve, a distance of 542.6 feet to the beginning of a tangent curve, concave Southwesterly, having a radius of 716.78 feet; thence Southeasterly along said curve, a distance of 300.8 feet to the True Point of Beginning of the centerline hereby being described; thence Southeasterly along a straight line tangent to the end of the last described curve, a distance of 282.4 feet to the beginning of a tangent curve concave Northeasterly, having a radius of 955.37 feet; thence Southeasterly along said curve, a distance of 300.3 feet; thence Southeasterly along a straight line tangent to the end of the last described curve, a distance of 217.5 feet to the beginning of a tangent curve concave Southwesterly, having a radius of 716.78 feet; thence Southeasterly along said curve, a distance of 513.5 feet; thence Southerly along a straight line tangent to the end of the last described curve, a distance of 426.3 feet to the beginning of a tangent curve concave Northeasterly, having a radius of 955.37 feet; thence Southeasterly along said curve, a distance of 541.9 feet; thence Southeasterly along a straight line tangent to the end of the last described curve, a distance of 228.6 feet to the beginning of a tangent curve concave Westerly, having a radius of 573.69 feet; thence Southerly along said curve, a distance of 932.5 feet; thence Southwesterly along a straight line tangent to the end of the last described curve, a distance of 195.1 feet to the beginning of a tangent curve concave Southeasterly, having a radius of 573.69 feet; thence Southwesterly along said curve, a distance of 475.2 feet; thence Southwesterly along a straight line tangent to the end of the last described curve, a distance of 161.8 feet to the beginning of a tangent curve concave Northwesterly, having a radius of 955.37 feet; thence Southwesterly along said curve, a distance of 357.8 feet; thence Southwesterly along a straight line tangent to the end of the last described curve, a distance of 124.6 feet to the beginning of a tangent curve concave Southeasterly, having a radius of 955.37 feet; thence Southwesterly along said curve, a distance of 341.9 feet; thence Southwesterly along a straight line tangent to the end of the last described curve, a distance of 314.4 feet to the beginning of a tangent curve concave Northwesterly, having a radius of 819.02 feet; thence Southwesterly along said curve, a distance of 369.0 feet; thence Southwesterly along a straight line tangent to the end of the last described curve, a distance of 333.0 feet to the beginning of a tangent curve concave Southeasterly, having a radius of 573.69 feet; thence Southwesterly along said curve, a distance of 399.5 feet; thence Southwesterly along a straight line tangent to the end of the last described curve, a distance of 79.5 feet to the beginning of a tangent curve concave Northwesterly, having a radius of 573.69 feet; thence Southwesterly along said curve, a distance of 165.6 feet to a point on the South line of Section 7, Township 2 South, Range 5 East, Salt Lake Base and Meridian, that is 1279.4 feet, more or less, distant East, measured along said South line, from the Southwest corner thereof; thence continuing Southwesterly along the remainder of said curve, a distance of 501.6 feet; thence Southwesterly along a straight line tangent to the end of the last described curve, a distance of 47.0 feet to the beginning of a tangent curve concave Southeasterly, having a radius of 573.69 feet; thence Southwesterly along said curve, a distance of 358.7 feet; thence Southwesterly along a straight line tangent to the end of the last described curve, a distance of 212.3 feet to the beginning of a tangent curve concave Northwesterly, having a radius of 1910.08 feet; thence Southwesterly along said curve, a distance of 416.7 feet; thence Southwesterly along a straight line tangent to the end of the last described

curve, a distance of 170.7 feet to the beginning of a tangent curve concave Southeasterly, having a radius of 1432.69 feet; thence Southwesterly along said curve, a distance of 138.8 feet to a point on the West line of Section 18, Township 2 South Range 5 East, Salt Lake Base and Meridian, that is 1324.7 feet distant South, measured along said West line, from the Northwest corner thereof; thence continuing Southwesterly along the remainder of said curve, a distance of 189.5 feet; thence Southwesterly along a straight line tangent to the end of the last described curve, a distance of 950.5 feet to the beginning of a tangent curve concave Southeasterly, having a radius of 955.37 feet; thence Southwesterly along said curve, a distance of 296.4 feet; thence Southwesterly along a straight line tangent to the end of the last described curve, a distance of 247.4 feet to the beginning of a tangent curve concave Easterly, having a radius of 955.37 feet; thence Southerly along said curve, a distance of 400.0 feet; thence Southeasterly along a straight line tangent to the end of the last described curve, a distance of 276.8 feet to the beginning of a tangent curve concave Northwesterly, having a radius of 573.69 feet; thence Southwesterly along said curve, a distance of 677.0 feet; thence Southwesterly along a straight line tangent to the end of the last described curve, a distance of 276.6 feet to the beginning of a tangent curve concave Easterly, having a radius of 573.69 feet; thence Southerly along said curve, a distance of 1151.0 feet; thence Southeasterly along a straight line tangent to the end of the last described curve, a distance of 183.8 feet to the beginning of a tangent curve concave Southwesterly, having a radius of 575.60 feet; thence Southeasterly along said curve, a distance of 169.2 feet to a point on the North line of Section 24, Township 2 South, Range 4 East, Salt Lake Base and Meridian that is 1596.3 feet Easterly, measured along said North line, from the North quarter corner of said Section; thence continuing Southeasterly along the remainder of said curve, a distance of 417.8 feet to a point beyond the strips of land hereinabove described.

Wasatch County Tax Serial Number: OWC-0010-4.

Wasatch County Tax Parcel Number: 00-0013-1453.

Parcel 3

Those portions of Section 13, Township 2 South Range 4 East, Salt Lake Base and Meridian lying West of the Westerly lines of the 5 strips of land described above as Parcel 2.

EXCEPTING THEREFROM THE FOLLOWING:

Exception Parcel No. 2:

All of East Park Plat No. 1, according to the official plat thereof, recorded July 28, 1966 as Entry No. 89132 in Book 55 at Page 336 of the official records in the office of the Wasatch County Recorder.

Exception Parcel No. 3:

All of East Park Plat II, according to the official plat thereof, recorded November 2, 1966 as Entry No. 89491 in Book 56 at Page 242 of the official records in the office of the Wasatch County Recorder.

Exception Parcel No. 4:

Beginning at a point which is South 88°51'36" East 697.125 feet from the Northwest corner of Section 13, Township 2 South Range 4 East, Salt Lake Base and Meridian; and running thence South 02°43'57" East 926.974 feet; thence East 230.00 feet; thence North 47°50' East 600.00 feet; thence North 36°59'19" West 647.868 feet; thence North 88°51'36" West 330.0 feet to the point of beginning.

Exception Parcel No. 5:

Beginning at a point South 88°48' East 1570 feet and South 01°00' West 80.00 feet, from the Northwest corner of Section 13, Township 2 South Range 4 East, Salt Lake Base and Meridian; running thence

South 67°45' East 1043.55 feet; thence South 22°15' West 417.42 feet; thence North 67°45' West 1043.55 feet; thence North 22°15' East 417.42 feet to the point of beginning.

Exception Parcel No. 6:

Beginning at the Northwest corner of Lot 251, East Park, Plat II, said point also being South 88°51'36" East 1027.125 feet and South 35°59'19" East 647.868 feet from the Northwest corner of Section 13, Township 2 South Range 4 East, Salt Lake Base & Meridian; and running thence South 34°42'09" East 140.363 feet; thence South 15°00'00" West 363.00 feet; thence South 67°45' East 878.87 feet; thence North 22°30'23" East 424.92 feet; thence North 20°00' East 44.34 feet; thence North 67°45' West 1098.55 feet; thence South 36°59'19" East 65.24 feet to the point of beginning.

Exception Parcel No. 7:

Beginning at the Northeast corner of Lot 246, East Park, Plat II, a subdivision, a part of Section 13, Township 2 South Range 4 East, Salt Lake Base and Meridian; and running thence South 25°11'51" West 204.88 feet; thence South 18°23'00" West 166.300 feet; thence South 51°54' East 105.37 feet; thence South 2°33'16" East 164.184 feet; thence North 66°14'06" East 142.90 feet; thence South 83°20' East 109.04 feet; thence North 44°29' East 161.00 feet; thence North 37°41'35" East 245.58 feet; thence North 44°29' East 110.00 feet; thence South 42°28'18" East 182.08 feet; thence North 34°04'38" East 248.00 feet; thence North 22°30'23" East 54.67 feet; thence North 67°45' West 878.87 feet; thence South 15°00' West 87.00 feet; thence South 51°30' West 100.00 feet; thence South 31°18'05" East 196.345 feet to the point of beginning.

Exception Parcel No. 8:

Beginning at the Northeast corner of Lot 246, East Park, Plat II, a subdivision, a part of Section 13, Township 2 South Range 4 East, Salt Lake Base and Meridian; and running thence South 25°11'51" West 204.88 feet; thence South 18°23'00" West 166.300 feet; thence South 51°54' East 105.37 feet; thence South 2°33'16" East 164.184 feet; thence North 66°14'06" East 242.26 feet; thence South 83°06'27" East 109.23 feet; thence North 44°29' East 161.00 feet; thence North 37°41'35" East 245.58 feet; thence North 44°29' East 110.00 feet; thence South 40°14'19" East 190.35 feet; thence North 34°04'08" East 248.00 feet; thence North 73°19'39" West 73.69 feet; thence North 67°45' West 878.87 feet; thence South 15°00' West 87.00 feet; thence South 51°30' West 99.97 feet; thence South 31°18'50" East 196.307 feet to the point of beginning.

Exception Parcel No. 9:

BEGINNING at the Northeast Corner of Lot 123, East Park Plat #1, as recorded in the office of the Wasatch County Recorder, and running thence; North 65°58'06" East 100 feet, more or less, to the Northwest Corner of Lot 249, East Park Plat #2, as recorded in the office of the Wasatch County Recorder, and running thence South 30°32' East 220.00 feet thence; Westerly 99.64 feet to the Southeast Corner of the aforesaid Lot 123, thence; North 30°48' West 240.00 feet to the point of beginning.

Exception Parcel No. 10:

Beginning at a point which is North 66°14'06" East 100 feet from the Northeast corner of Lot 249 East Park Plat #2; thence North 66°14'16" East 52.3 feet; thence South 83°20' East 60 feet; thence South 30°32' East 220 feet, more or less, to the North line of Lot 254, East Park Plat #2, thence South 70°39'19" West along said North line 100 feet, more or less, to a point which is South 30°32' East from the point of beginning; thence North 30°32' West 230 feet, more or less, to the point of beginning.

Exception Parcel No. 11:

BEGINNING at the most Northerly corner of Lot 253, East Park Plat No. 2, according to the official plat

thereof, recorded November 2, 1966 as Entry No. 89492 in Book 56 at Page No. 244 of the official records in the office of the Wasatch County Recorder; and running thence North $41^{\circ}13'44''$ West 210.00 feet; thence North $44^{\circ}29'$ East 110.00 feet; thence South $40^{\circ}14'19''$ East 190.35 feet; thence South $56^{\circ}56'$ East 474.50 feet; thence South $45^{\circ}15'$ West 235.29 feet; thence North $41^{\circ}13'44''$ West 443.33 feet to the point of beginning.

Exception Parcel No. 12:

Beginning North $34^{\circ}04'38''$ East 110 feet from the Northerly corner of Lot 253, East Park Subdivision, Plat 2, Section 13, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North $34^{\circ}04'38''$ East 248 feet; thence South 45° East 511.87 feet; thence South $45^{\circ}15'$ West 145.39 feet; thence North $56^{\circ}56'$ West 474.5 feet to the place of beginning.

Exception Parcel No. 13:

Beginning at the Northeast corner of the South half of the Southwest quarter of the Northeast quarter of Section 13, Township 2 South Range 4 East; running thence North 168 feet; thence West 650 feet; thence South 168 feet; thence East 650 feet to the point of beginning.

Exception Parcel No. 14:

The South half of the Southwest quarter of the Northeast quarter of Section 13, Township 2 South Range 4 East.

Exception Parcel No. 15:

Beginning at the Northeast corner of Lot 256, East Park, Plat 2, Sheet 2, a recorded subdivision, being a part of Section 13, Township 2 South Range 4 East, Salt Lake Base and Meridian, said point also being North 2163.47 feet and West 3690.05 feet from the Southeast corner of aforesaid Section 13; and running thence South $60^{\circ}30'00''$ East 1855.54 feet; thence North $29^{\circ}30'00''$ East 457.45 feet; thence North $60^{\circ}30'00''$ West 2062.18 feet; thence South $20^{\circ}57'00''$ East 225.00 feet; thence South $23^{\circ}28'34''$ West 315.919 feet to the point of beginning.

Exception Parcel No. 16:

Beginning at the Northeast corner of Lot 256, East Park, Plat 2, Sheet 2, a recorded subdivision, being a part of Section 13, Township 2 South Range 4 East, Salt Lake Base and Meridian, said point also being North 2163.47 feet and West 3690.05 feet from the Southeast corner of aforesaid Section 13; and running thence South $60^{\circ}30'$ East 1856.21 feet; thence South $29^{\circ}30'$ West 465.00 feet; thence North $60^{\circ}30'$ West 938.21 feet; thence North $66^{\circ}42'51''$ West 776.31 feet; thence North $11^{\circ}58'25''$ East 269.934 feet; thence North $16^{\circ}56'29''$ East 298.776 feet to the point of beginning.

Exception Parcel No. 17:

Beginning North $89^{\circ}10'25''$ East 1540.84 feet from the Southwest corner of Section 13, Township 2 South Range 4 East, Salt Lake Meridian; thence North 26° West 729.12 feet; thence North $89^{\circ}10'25''$ East 1469.51 feet; thence South $45^{\circ}49'35''$ East 585.48 feet; thence South $00^{\circ}49'35''$ East 246 feet; thence South $89^{\circ}10'25''$ West 1573.37 feet to the point of beginning.

Exception Parcel No. 18:

Beginning North $89^{\circ}10'25''$ East 328.20 feet from the Southwest corner of Section 13, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence North $02^{\circ}56'05''$ West 358.604 feet; thence North $72^{\circ}24'$ East 306.231 feet, more or less, to the Westerly boundary line of East Park, Plat II, according to the official plat thereof, as recorded in the office of the Wasatch County Recorder, Wasatch County, Utah,

as re-traced; thence along the subdivision boundary line the following four courses: 1) South 54° East 110 feet; 2) thence North 87°22'42" East 205.2 feet; 3) thence East 169.2 feet; 4) thence North 159.6 feet; thence leaving said subdivision boundary line North 35° East 88 feet; thence North 13°25' West 98.81 feet; thence North 80°12'06" East 95.84 feet; thence South 56°00' East 70.00 feet; thence South 83°28'48" East 170.32 feet; thence North 16°52'26" East 61.64 feet; thence South 84°47'13" East 134.39 feet; thence South 15°46'21" West 366.64 feet; thence South 26°00' East 397.80 feet; thence South 89°10'25" West 1211.68 feet, more or less, to the point of beginning.

Exception Parcel No. 19:

Beginning at a point on the South line of Section 13, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being North 87°23'04" East 1617.10 feet from the Southwest corner of said Section 13 (brass cap); thence North 26°00'00" West a distance of 340.416 feet; thence North 15°46'21" East a distance of 366.640 feet; thence North 84°47'13" West a distance of 134.390 feet; thence North 16°52'26" East a distance of 2.132 feet; thence North 89°10'25" East a distance of 880.956 feet; thence South 00°49'35" East a distance of 653.504 feet; thence South 87°23'04" West along said South line as shown on that certain East Park Subdivision re-tracement survey filing no. OWC-024-013-3-0541, filing date August 28, 1996, by Richard K. Johanson, a distance of 708.243 feet to the point of beginning.

Exception Parcel No. 20:

Beginning at a point North 87°23'04" East 1237.305 feet and North 654.688 feet from the Southwest corner of Section 13, (Brass Cap), Township 2 South Range 4 East, Salt Lake Base and Meridian; thence South 56°00'00" East, a distance of 10.718 feet; thence South 83°28'48" East, a distance of 170.320 feet; thence North 16°52'26" East, a distance of 61.640 feet; thence North 16°52'26" East, a distance of 2.132 feet; thence South 89°10'25" West, a distance of 212.551 feet; thence South 26°00'00" East, a distance of 36.301 feet to the point of beginning.

Exception Parcel No. 21:

Beginning North 1523.32 feet and East 427.14 feet from the Southwest corner of Section 13, Township 2 South Range 4 East, Salt Lake Base and Meridian; and running thence North 12°07' West 273.01 feet; thence South 57°19'41" East 350.32 feet; thence South 71°52' West 299.30 feet to the point of beginning.

Exception Parcel No. 22:

Beginning at a point on the South line of Section 13, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being North 87°23'04" East 2626.95 feet from the Southwest corner of said Section 13; and South 87°23'04" West 301.609 feet along said South line as shown on that certain East Park Subdivision re-tracement survey filing no. OWC-024-013-3-0541, filing date August 28, 1996, by Richard K. Johanson; thence along said South line of Section 13, North 87°23'04" East 301.609 feet; thence South 89°08'20" East 488.71 feet; thence North 00°49'35" West 244.483 feet; thence North 45°49'35" West 585.48 feet; thence South 89°10'25" West 376 feet; thence South 00°49'35" East 653.504 feet to the point of beginning.

Wasatch County Tax Serial Number: OWC -0010-0.

Wasatch County Tax Parcel Number: 00-0007-1253.

Parcel 4

A strip of land 100.0 feet wide situate in the Southeast quarter of the Northwest quarter and the Southwest quarter of Section 7, in Township 2 South Range 5 East, of the Salt Lake Meridian, in Wasatch County, Utah, said strip being 50.0 feet on each side, measured at right angles and/or radially, on each side of the hereinbefore described "CENTERLINE OF ABANDONED MAIN TRACK OF THE ONTARIO

BRANCH OF THE UNION PACIFIC RAILROAD COMPANY, AS FORMERLY CONSTRUCTED AND OPERATED", and extending in a general Southwesterly direction from the North-South centerline of said Section 7.

Wasatch County Tax Serial Number: OWC-0075-1.

Wasatch County Tax Parcel Number: 00-0013-1487.

Parcel 5

All of Section 7, Township 2 South Range 5 East, Salt Lake Base and Meridian, which lies Westerly of a line which is 50 feet distant Westerly (measured radially) from the above referenced centerline.

EXCEPTING FROM THE ABOVE DESCRIBED PARCELS 4 AND 5, ALL THOSE PORTIONS LYING WITHIN THE FOLLOWING:

Exception Parcel No. 23:

Beginning at a point North 89°05'35" East along a section line 606.15 feet; from the Southwest corner of Section 6, Township 2 South Range 5 East, Salt Lake Base and Meridian; and running thence North 89°05'35" East along said section line 1300.00 feet; thence South 40°00' West 1325.52 feet to the boundary line of Summit County and Wasatch County; thence North 21°48' West along said boundary line 790.93 feet; thence North 30°36'30" West along said boundary line 302.63 feet to the point of beginning.

Exception Parcel No. 24:

Beginning at a point North 89°05'35" East along a section line 2156.48 feet from the Northwest corner of Section 7, Township 2 South Range 5 East, Salt Lake Base and Meridian; and running thence North 89°05'35" East along said Section line 349.13 feet to a point on the West right-of-way line of the Union Pacific Railroad, said point also being on a curve to the left, the radius point of which is North 53°10' East 1150.00 feet; thence Southeasterly along the arc of said curve and West right-of-way line 45.05 feet to the point of tangency; thence South 39°04'40" East along said West right-of-way line 100.045 feet to a point of a 1000.00 foot radius curve to the right; the radius point of which is South 50°55'20" West 950.00 feet; thence Southeasterly along the arc of said curve and West right-of-way line 689.28 feet to a point of tangency; thence South 2°29'38" West along said West right-of-way line 249.835 feet to a point of a 1150.00 foot radius curve to the left, the radius point of which is South 87°30'22" East 1150.00 feet; thence Southeasterly along the arc of said curve and West right-of-way line 121.76 feet; thence West 85.14 feet; to a line of power poles; thence North 28°10' West along a line of power poles 135.68 feet; thence North 26°14' West along a line of power poles 1114.32 feet to the point of beginning.

Exception Parcel No. 25:

Those portions of the above described Parcel 5 lying within Summit County.

Wasatch County Tax Serial Number: OWC-0075-0.

Wasatch County Tax Parcel Number: 00-0007-2012.

Parcel 6

A strip of land 100.0 feet wide situate in the West half of the Northwest quarter of Section 18, all in Township 2 South Range 5 East of the Salt Lake Meridian in Wasatch County, Utah, said strip being 50.0 feet on each side, measured at right angles and/or radially, on each side of the hereinbefore described **"CENTERLINE OF ABANDONED MAIN TRACK OF THE ONTARIO BRANCH OF THE UNION PACIFIC RAILROAD COMPANY, AS FORMERLY CONSTRUCTED AND**

OPERATED", and extending in a general Southwesterly direction from the North-South centerline of said Section 7 to the West line of said West half of the Northwest quarter of Section 18.

Wasatch County Tax Serial Number: OWC-0103-1.

Wasatch County Tax Parcel Number: 00-0013-1495.

Parcel 7

Those portions of Government Lot 1, Section 18, Township 2 South Range 5 East, Salt Lake Base and Meridian; lying North and West of Parcel 6 as described above.

Wasatch County Tax Serial Number: OWC-0103-0.

Wasatch County Tax Parcel Number: 00-0007-2301.

* * *

MARINAMarina-East

Beginning at a point 810.46 feet East and 350.83 feet South from the Southwest corner of Section 19, Township 2 South, Range 5 East, Salt Lake Base and Meridian and running thence South 32°00'00" East 253.04 feet to the arc of a 440.87 foot radius curve to the left; thence along the arc of said 440.87 foot radius curve 301.63 feet (chord bears South 51°36'00" East 295.78 feet); thence South 71°12'00" East 240.23 feet to the arc of a 440.67 foot radius curve to the left; thence along the arc of said 440.67 foot radius curve 240.84 feet (chord bears South 86°51'00" East 237.86 feet); thence North 77°30'00" East 15.42 feet; thence North 00°29'20" West 443.89 feet; thence North 89°45'37" East 662.19 feet; thence North 00°14'23" West 500.33 feet; thence South 89°45'02" West 661.31 feet; thence North 00°18'21" West 1127.16 feet; thence South 65°02'58" West 351.80 feet; thence South 71°27'44" West 199.06 feet; thence South 80°20'58" West 296.83 feet; thence South 53°42'04" West 262.34 feet; thence South 17°06'35" West 47.38 feet; thence South 04°03'02" West 66.43 feet to the arc of a non-tangent 167.00 foot radius curve to the right; thence along the arc of said 167.00 foot radius curve 215.72 feet (chord bears South 41°16'56" East 201.03); thence South 04°16'36" East 71.60 feet to the arc of a 583.00 foot radius curve to the left; thence along the arc of said 583.00 foot radius curve 431.30 feet (chord bears South 25°28'13" East 421.35 feet); thence South 46°39'50" East 111.02 feet to the arc of a 167.00 foot radius curve to the right; thence along the arc of said 167.00 foot radius curve 302.59 feet (chord bears South 05°14'37" West 262.86); thence South 57°09'03" West 214.74 feet to the point of beginning.

Containing: 93.059 acres, more or less.

Marina-West

(Excluding Tailings)

Beginning at a point 570.40 feet East and 268.60 feet South from the Southwest corner of Section 19, Township 2 South, Range 5 East, Salt Lake Base and Meridian, and running thence South 32°00'00" East 524.71 feet to the arc of a 600.87 foot radius curve to the left; thence along the arc of said 600.87 foot radius curve 411.10 feet (chord bears South 51°36'01" East 403.13 feet); thence South 71°12'00" East 240.23 feet to the arc of a 600.87 foot radius curve to the left; thence along the arc of said 600.87 foot radius curve 308.89 feet (chord bears South 85°55'37" East 305.50 feet); thence North 00°12'49" West 8.29 feet; thence North 89°42'52" East 329.23 feet; thence South 00°16'20" East 500.06 feet; thence South 89°52'36" West 332.10 feet; thence South 73°00'12" West 347.00 feet; thence North 45°12'07" West 141.30 feet; thence South 89°45'08" West 621.05 feet; thence South 00°13'41" East 162.03 feet; thence North 00°11'02" East 330.72 feet; thence North 89°48'58" West 330.00 feet; thence South 00°14'57" West 103.17 feet; thence North 87°08'23" West 155.56 feet; thence North 36°22'35" West 61.67 feet; thence North 40°08'41" East 108.36 feet; thence North 62°55'55" East 92.84 feet; thence North 22°29'34" West 26.03 feet; thence North 07°12'59" East 104.01 feet; thence North 44°47'48" East 102.14 feet; thence North 74°24'25" East 61.61 feet; thence North 05°58'30" East 52.41 feet; thence North 41°12'12" East 87.26 feet; thence South 84°05'50" East 49.57 feet to the arc of a 1063.10 foot radius curve to right; thence along the arc of said 1063.10 foot radius curve 107.04 feet (chord bears North 06°23'45" East 107.00 feet); thence North 09°16'49" East 93.04 feet to the arc of a 18.00 foot radius curve to the left 27.31 feet (chord bears North 34°11'18" West 24.77 feet); thence North 77°39'25" West 246.83 feet to the arc of a 205.00 foot radius curve to the right; thence along the arc of said 205.00 foot radius curve 49.62 feet (chord bears North 70°43'21" West 49.50 feet); thence North 11°55'04" East 180.46 feet; thence North 72°58'13" East 633.20 feet to the point of beginning.

Containing 37.55 acres more or less.

When Recorded Return to:

Ent 475199 Bk 1284 Pg 683-704
Date: 03-MAR-2020 3:18:39PM
Fee: \$88.00 Check Filed By: TC
PEGGY FOY SULSER, Recorder
WASATCH COUNTY CORPORATION
For: RICHARDS BRANDT MILLER NELSON

**AMENDMENT TO MODERATE INCOME HOUSING AGREEMENT
FOR MAYFLOWER MARINA AND LAKESIDE NORTH**

This Amendment to Moderate Income Housing Agreement for Mayflower Marina and Lakeside-North Areas (this "**Amendment**"), effective as of the 19th day of February, 2020, (the "**Effective Date**") by and between Wasatch County, a political subdivision of the State of Utah (the "**County**") and Stichting Mayflower Mountain Fonds, a Netherlands association, and Stichting Mayflower Recreational Fonds, a Netherlands association (hereinafter collectively "**Mayflower**"), and Jordanelle Land Investors, LLC, a Utah limited liability company (hereinafter "**JLI**"). Mayflower's successors in interest as to the projects described in Exhibit A below, include, but may not be limited to, Sundance Burbidge JVI LLC, Mayflower Lakeside Townhomes South, LLC, Mayflower Lakeside Village LLC, Mayflower Lakeside Village South LLC, and JLI's successors in interest as to the projects described in Exhibit A below, include, but are not limited to Skyridge LLC (for each Developer, their respective successors are "Successors"). Mayflower and JLI may be referred to hereinafter collectively as "Developers". 'Mayflower' and 'JLI' as used shall include their respective successors in interest, transferees and assigns, including, where applicable, assignments to successors in interest or assignees of Mayflower's or JLI's rights and obligations under this Agreement. Each party may be individually referred to as "Party" or collectively as the "Parties."

RECITALS

A. WHEREAS, the Parties entered into that certain January 26, 2018 Moderate Income Housing Agreement - for Mayflower Marina and Lakeside North recorded on January 30, 2018 as Entry No. 447879 in Book 1213 at Page 1683-1711 (the "**First Agreement**");

B. WHEREAS, the Parties entered into that certain January 26, 2018 Moderate Income Housing Agreement - Corrected for Mayflower Marina and Lakeside North recorded on September 26, 2018 as Entry No. 456366 in Book 1234 at Page 1159-1178 (the "**Corrected Agreement**");

C. WHEREAS, the Lakeside North Master Plan Development Agreement dated January 18, 2018 recorded on January 30, 2018 as Entry No. 456366 Bk 1213 at Page 1632-1682 included as Exhibit F a place for an Affordable Housing Agreement which was not attached;

D. WHEREAS, the Lakeside North Master Plan Development Agreement dated January 18, 2018 recorded on January 30, 2018 as Entry No. 456366 Bk 1213 at Page 1632-1682 ("Lakeside MDA 1") included as Exhibit F an Affordable Housing Agreement which was not complete;

E. WHEREAS, the First Amendment to Lakeside North Master Plan Development Agreement dated May 17, 2019 was recorded on May 17, 2019 as Entry No. 463725 BK 1252 at Page 973-995 ("Lakeside MDA 2");

F. WHEREAS, the Mayflower Marina-East Master Plan Development Agreement dated September 24, 2018 was recorded on September 26, 2018 as Entry No. 456367 BK 1234 at Page 1179-1245 ("Marina East MDA"), which included as Exhibit D the Corrected Agreement,

G. WHEREAS, JLI, their Successors, and County agree that the Corrected Agreement, as amended by this Amendment, is the Exhibit F to the Lakeside MDA 1 as amended by Lakeside MDA 2;

H. WHEREAS, Mayflower, their Successors, and the County agree that the Corrected Agreement, as amended by this Amendment, is the Exhibit D to the Marina East MDA;

I. WHEREAS, Mayflower and its Successors in interest are the owner of a large parcel of land located near the Jordanelle Reservoir in Wasatch County consisting of approximately 141.2 acres ("**Marina**"). The County and Mayflower have since separated Marina into Marina-East and Marina-West for development and entitlement purposes. JLI and its Successors in interest are the owner of a large parcel of land also located near the Jordanelle Reservoir in Wasatch County consisting of approximately 670 acres ("**Lakeside-North**"). Together, Lakeside-North, Marina-East and Marina-West are sometimes referred to herein as the "Projects." The legal descriptions of the two (2) Projects are attached hereto as Exhibit A;

J. WHEREAS, pursuant the Agreement, Developers are required to provide Affordable Housing Units (the "**Affordable Housing Obligation**");

K. WHEREAS, pursuant to Section 2 of the Agreement the Parties agreed upon an Affordable Housing Obligation Parcel ("**AHOP**") wherein Developer shall concentrate their respective Affordable Housing Obligations;

L. WHEREAS, pursuant to Section 2(b)(1) of the Agreement, within two (2) years of submitting to the County for processing and approval a Preliminary Site Plan for Lakeside North, Marina-East or Marina-West, Developers are also required to submit to the County, for processing and approval, a Preliminary Site Plan and Preliminary Plat for the entire AHOP.

M. WHEREAS, pursuant to Section 2(b)(2) of the Agreement, within two (2) years of the County's approval of the Final Site Plan and Final Plat for the first phase and each subsequent phase on Lakeside North, JLI shall commence construction of the AHOP infrastructure necessary to service the affordable housing units attributable to that phase; and, within three (3) years of the County's approval of the Final Site Plan and Final Plat for the first phase and each subsequent phase on Lakeside North, JLI shall commence construction of the affordable units attributable to that phase.

N. WHEREAS, pursuant to Section 2(b)(2) of the Agreement, within two (2) years of the County's approval of the Final Site Plan and Final Plat for the first phase and each subsequent

phase on Marina-East or Marina-West, Mayflower shall commence construction of the AHOP infrastructure necessary to service the affordable housing units attributable to that phase; and, within three (3) years of the County's approval of the Final Site Plan and Final Plat for the first phase and each subsequent phase on Marina East or Marina-West, as applicable, Mayflower shall commence construction of the Affordable Units attributable to that Project's phase.

O. WHEREAS, pursuant to Section 2(b)(3) of the Agreement, should JLI or Mayflower fail to meet any of their aforementioned respective infrastructure or construction deadlines, the County may withhold approval of the Final Site Plan and Final Plat for subsequent phases on Lakeside North as to JLI, or, as to Mayflower, Marina-East or Marina-West as applicable, pending compliance with said deadlines; provided however, that the County may not withhold any such approval for a Lakeside North, Marina-East or Marina-West phase pending compliance with a deadline required of either of the other two (2) Projects.

P. WHEREAS, pursuant to Section 2(b)(2) of the Agreement, Developer may request that the County Council extend the aforementioned deadlines as is set forth herein;

Q. WHEREAS, in order to fulfill Developer's obligations as outlined in the Agreement, Developers are desirous of requesting that the deadlines be extended; and

R. WHEREAS, the County has agreed to allow Developer additional time to fulfill the obligations of the Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Amendment to Section 2(b)(1) of Agreement.** Section 2(b)(1) of the Agreement is hereby deleted in its entirety and replaced with the following:

(1) Within two (2) years of the County's approval of the Final Site Plan and Final Plat for the first phase on Lakeside North, Marina-East or Marina-West, which occurred on February 19, 2019, Developers shall submit to the County, for processing and approval, a Preliminary Site Plan and Preliminary Plat for the entire AHOP.

2. **Amendment to Section 2(b)(2) of Agreement.** Section 2(b)(2) of the Agreement is hereby deleted in its entirety and replaced with the following:

2) Within four (4) years of the County's approval of the Final Site Plan and Final Plat for the first phase and each subsequent phase on Lakeside North (allowable first phase maximum of 173 ERUs), JLI shall commence construction of the AHOP infrastructure necessary to service the affordable housing units attributable to that phase. Within five (5) of the County's approval of the Final Site Plan and Final Plat for the first phase and each subsequent phase on Lakeside North, JLI shall commence construction of the Affordable Units attributable to that phase.

Similarly, within four (4) years of the County's approval of the Final Site Plan and Final Plat for the first phase and each subsequent phase on Marina-East (allowable first phase maximum of 159 ERUs) or Marina-West (allowable first phase pending), Mayflower shall commence construction of the AHOP infrastructure necessary to service the affordable housing units attributable to that phase. Within five (5) years of the County's approval of the Final Site Plan and Final Plat for the first phase and each subsequent phase on Marina East or Marina-West, as applicable, Mayflower shall commence construction of the Affordable Units attributable to that Project's phase.

Developers may approach the County Council for extensions of these deadlines, which the County Council may accept or deny in its sole and absolute discretion. To the extent this Section 2(b)(2) conflicts with Section 2(b)(4), Section 2(b)(4) shall apply.

3. **Development Agreements.** WHEREAS, JLI and County agree that the Corrected Agreement, as modified by this Amendment, is the Exhibit F to the Lakeside MDA 1 as amended by Lakeside MDA 2. Mayflower and the County agree that the Corrected Agreement, as amended by this Amendment, is the Exhibit D to the Marina East MDA;

4. **Successors.** The Successors hereby agree to this Amendment as it applies to their property, to the extent they own property in Exhibit A.

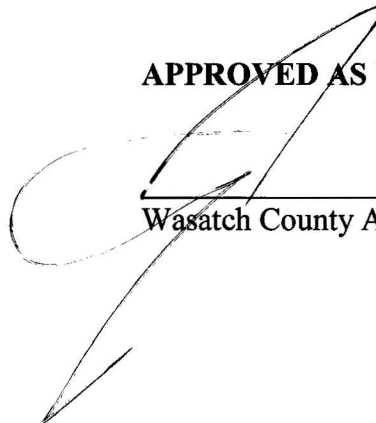
5. **Effectiveness.** The Parties acknowledge and agree that except as modified by this Amendment, all other terms and conditions of the Agreement shall remain unchanged, and further that the provisions of the Agreement, as modified herein are hereby ratified and shall remain in full force and effect. In the event of any conflict between the Agreement and this Amendment, the provisions of this Amendment shall govern and control. This Amendment may be executed and delivered by facsimile and portable document format and/or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Amendment has been executed as of the date and year first written above.

WASATCH COUNTY:

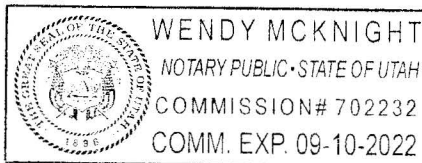
APPROVED AS TO FORM:


Mike Davis, County Manager


Wasatch County Attorney

STATE OF UTAH)
 :SS
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 2 day of 03, 2020, by Mike Davis who executed the foregoing instrument on behalf of Wasatch County in his capacity as County Manager.

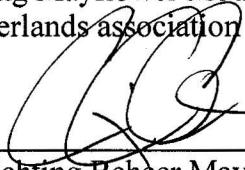



NOTARY PUBLIC

[Balance of page left intentionally blank, Mayflower and JLI Signatures on following pages]

[Mayflower Signature Block and Acknowledgement]

Stichting Mayflower Mountain Fonds,
a Netherlands association



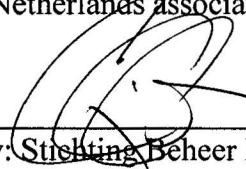
By: Stichting Beheer Mayflower Project, a
Netherlands association

Its: Manager

By: CRAIG C. COBURN

Title: Attorney-in-Fact

Stichting Mayflower Recreational Fonds,
a Netherlands association



By: Stichting Beheer Mayflower Project, a
Netherlands association

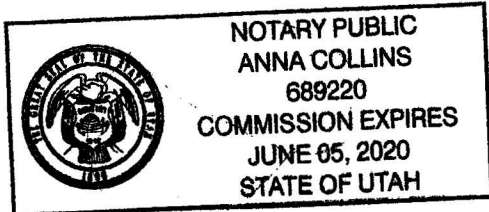
Its: Manager

By: CRAIG C. COBURN

Title: Attorney-in-Fact

STATE OF UTAH)
 :SS
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 21st day of February, 2020, by Craig C. Coburn, who executed the foregoing instrument in his capacity as the Attorney-in-Fact of Stichting Beheer Mayflower Project, a Netherlands association, Manager of Stichting Mayflower Mountain Fonds, a Netherlands association and Stichting Mayflower Recreational Fonds, a Netherlands association.

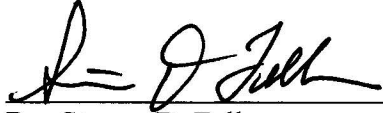


Anna Collins
NOTARY PUBLIC

[Balance of page left intentionally blank, JLI Signatures to follow on next page]

[JLI Signature Block and Acknowledgement]

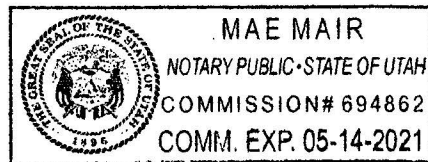
JORDANELLE LAND INVESTORS, LLC, a
Utah limited liability company



By: Steven D. Fellows
Its: Manager

STATE OF UTAH)
 :SS
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 21st day of February, 2020, by Steven D. Fellows, who executed the foregoing instrument in his capacity as the Manager of Jordanelle Land Investors, LLC, a Utah limited liability company.


NOTARY PUBLIC

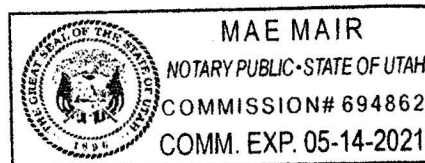
Skyridge LLC, a Utah limited liability company

By: Ty Alder
Its: Manager

STATE OF UTAH)
COUNTY OF Summit) ss

The foregoing instrument was acknowledged before me this 21st day of February, 2020, by Tyler Adams, who executed the foregoing instrument in his capacity as the Manager of Skyridge LLC, a Utah limited liability company.

MaMa
NOTARY PUBLIC



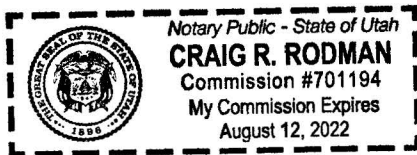
Sundance Burbidge JVI LLC, a Utah limited liability company

By: [Signature]
Its: Manager

STATE OF UTAH)
 :SS
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 24 day of FEB, 2020, by LEE BURBIDGE, who executed the foregoing instrument in his capacity as the Manager of Sundance Burbidge JVI LLC, a Utah limited liability company.

[Signature]
NOTARY PUBLIC

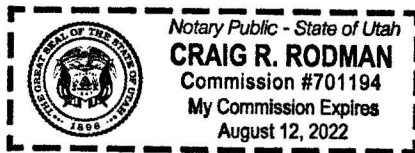


Mayflower Lakeside Townhomes South, LLC,
a Utah limited liability company

By: Lee R. Rodman
Its: Manager

STATE OF UTAH)
 :SS
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 24 day of FEB., 2020, by LEE RODMAN, who executed the foregoing instrument in his capacity as the Manager of Mayflower Lakeside Townhomes South, LLC, a Utah limited liability company.



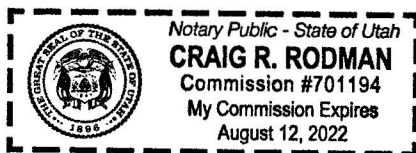
[Signature]
NOTARY PUBLIC

Mayflower Lakeside Village LLC, a Utah
limited liability company

By: [Signature]
Its: Manager

STATE OF UTAH)
 :SS
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 21 day of FEB., 2020, by LEE T. BURGESS, who executed the foregoing instrument in his capacity as the Manager of Mayflower Lakeside Village LLC, a Utah limited liability company.



[Signature]
NOTARY PUBLIC

Mayflower Lakeside Village South LLC, a
Utah limited liability company

By: [Signature]
Its: Manager

STATE OF UTAH)
 :SS
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 24 day of FEB, 2020, by LEE RUIZBIDE, who executed the foregoing instrument in his capacity as the Manager of Mayflower Lakeside South Village LLC,, a Utah limited liability company.

[Signature]
NOTARY PUBLIC

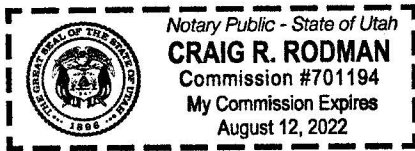


EXHIBIT A

Legal Description of Property

LAKESIDE-NORTH

Parcel 1

The Northeast quarter; the East half of the Southeast quarter; the East half of the East half of the West half of the Southeast quarter; and the East half of the West half of the East half of the West half of the Southeast quarter of Section 12, Township 2 South Range 4 East, Salt Lake Base and Meridian.

EXCEPTING THEREFROM THE FOLLOWING:

Exception Parcel No. 1:

Those portions of the above described Parcel 1 lying within Summit County.

Wasatch County Tax Serial Number: OWC-0005-0.

Wasatch County Tax Parcel Number: 00-0007-1204.

Parcel 2

5 strips of land lying within the East half of Section 13, Township 2 South Range 4 East, Salt Lake Base and Meridian, being more particularly described as follows:

- a) A strip of land 100.0 feet wide situate in the East half of Section 13, Township 2 South Range 4 East of the Salt Lake Meridian in Wasatch County, Utah, said strip being 50.0 feet on each side, measured at right angles and/or radially, from the hereinafter described centerline of abandoned main track of the Ontario Branch of the Union Pacific Railroad Company, as formerly constructed and operated, and extending in a general Southwesterly and Southeasterly direction from the East line to the South line of said Section.
- b) Two strips of land each 75.0 feet wide situate in the Southeast quarter of the Northeast quarter of Section 13, Township 2 South Range 4 East of the Salt Lake Base and Meridian in Wasatch County, Utah, said strips lying between lines 50.0 and 125.0 feet on each side, measured at right angles and/or radially, from the hereinafter described centerline of abandoned main track of the Ontario Branch of the Union Pacific Railroad Company, as formerly constructed and operated, and extending Southwesterly from a straight line drawn at right angles through said centerline at a point thereon that is 985.7 feet distant Southwesterly, measured along said centerline, from the East line of said Section to a straight line drawn radially through said centerline at a point thereon that is 1185.7 feet distant Southwesterly, measured along said centerline, from said East line of Section.
- c) Two strips of land each 125.0 feet wide situate in the South half of the Southeast quarter of Section 13, Township 2 South Range 4 East of the Salt Lake Base and Meridian in Wasatch County, Utah, said strips lying between lines 50.0 and 175.0 feet on each side, measured at right angles and/or radially, from the hereinafter described centerline of abandoned main track of the Ontario Branch of the Union Pacific Railroad Company, as formerly constructed and operated, and extending Southwesterly and Southeasterly from a straight line drawn radially through said centerline at a point thereon that is 3386.2 feet distant Southwesterly, measured along said centerline, from the East line of said Section to the South line of said Section.

Said centerline of the abandoned main track referred to above, and referenced hereafter as the **"CENTERLINE OF ABANDONED MAIN TRACK OF THE ONTARIO BRANCH OF THE UNION PACIFIC RAILROAD COMPANY, AS FORMERLY CONSTRUCTED AND OPERATED"**, is described as follows:

Commencing at a point on the West line of Section 6, Township 2 South Range 5 East, Salt Lake Base and Meridian, that is 60.6 feet distant North, measured along said West line, from the West quarter corner thereof; thence Easterly along a non-tangent curve, concave Southerly, with a radius of 573.69 feet and a line which is tangent to the beginning of said curve forms an angle of 32°36' from North to Northeast with said West line of Section, a distance of 1225.1 feet; thence Southeasterly along a straight line tangent to the end of the last described curve, a distance of 1164.4 feet to the beginning of a tangent curve concave Northeasterly, having a radius of 1432.69 feet; thence Southeasterly along said curve, a distance of 500.0 feet; thence Southeasterly along a straight line tangent to the end of the last described curve, a distance of 542.6 feet to the beginning of a tangent curve, concave Southwesterly, having a radius of 716.78 feet; thence Southeasterly along said curve, a distance of 300.8 feet to the True Point of Beginning of the centerline hereby being described; thence Southeasterly along a straight line tangent to the end of the last described curve, a distance of 282.4 feet to the beginning of a tangent curve concave Northeasterly, having a radius of 955.37 feet; thence Southeasterly along said curve, a distance of 300.3 feet; thence Southeasterly along a straight line tangent to the end of the last described curve, a distance of 217.5 feet to the beginning of a tangent curve concave Southwesterly, having a radius of 716.78 feet; thence Southeasterly along said curve, a distance of 513.5 feet; thence Southerly along a straight line tangent to the end of the last described curve, a distance of 426.3 feet to the beginning of a tangent curve concave Northeasterly, having a radius of 955.37 feet; thence Southeasterly along said curve, a distance of 541.9 feet; thence Southeasterly along a straight line tangent to the end of the last described curve, a distance of 228.6 feet to the beginning of a tangent curve concave Westerly, having a radius of 573.69 feet; thence Southerly along said curve, a distance of 932.5 feet; thence Southwesterly along a straight line tangent to the end of the last described curve, a distance of 195.1 feet to the beginning of a tangent curve concave Southeasterly, having a radius of 573.69 feet; thence Southwesterly along said curve, a distance of 475.2 feet; thence Southwesterly along a straight line tangent to the end of the last described curve, a distance of 161.8 feet to the beginning of a tangent curve concave Northwesterly, having a radius of 955.37 feet; thence Southwesterly along said curve, a distance of 357.8 feet; thence Southwesterly along a straight line tangent to the end of the last described curve, a distance of 124.6 feet to the beginning of a tangent curve concave Southeasterly, having a radius of 955.37 feet; thence Southwesterly along said curve, a distance of 341.9 feet; thence Southwesterly along a straight line tangent to the end of the last described curve, a distance of 314.4 feet to the beginning of a tangent curve concave Northwesterly, having a radius of 819.02 feet; thence Southwesterly along said curve, a distance of 369.0 feet; thence Southwesterly along a straight line tangent to the end of the last described curve, a distance of 333.0 feet to the beginning of a tangent curve concave Southeasterly, having a radius of 573.69 feet; thence Southwesterly along said curve, a distance of 399.5 feet; thence Southwesterly along a straight line tangent to the end of the last described curve, a distance of 79.5 feet to the beginning of a tangent curve concave Northwesterly, having a radius of 573.69 feet; thence Southwesterly along said curve, a distance of 165.6 feet to a point on the South line of Section 7, Township 2 South, Range 5 East, Salt Lake Base and Meridian, that is 1279.4 feet, more or less, distant East, measured along said South line, from the Southwest corner thereof; thence continuing Southwesterly along the remainder of said curve, a distance of 501.6 feet; thence Southwesterly along a straight line tangent to the end of the last described curve, a distance of 47.0 feet to the beginning of a tangent curve concave Southeasterly, having a radius of 573.69 feet; thence Southwesterly along said curve, a distance of 358.7 feet; thence Southwesterly along a straight line tangent to the end of the last described curve, a distance of 212.3 feet to the beginning of a tangent curve

concave Northwesterly, having a radius of 1910.08 feet; thence Southwesterly along said curve, a distance of 416.7 feet; thence Southwesterly along a straight line tangent to the end of the last described curve, a distance of 170.7 feet to the beginning of a tangent curve concave Southeasterly, having a radius of 1432.69 feet; thence Southwesterly along said curve, a distance of 138.8 feet to a point on the West line of Section 18, Township 2 South Range 5 East, Salt Lake Base and Meridian, that is 1324.7 feet distant South, measured along said West line, from the Northwest corner thereof; thence continuing Southwesterly along the remainder of said curve, a distance of 189.5 feet; thence Southwesterly along a straight line tangent to the end of the last described curve, a distance of 950.5 feet to the beginning of a tangent curve concave Southeasterly, having a radius of 955.37 feet; thence Southwesterly along said curve, a distance of 296.4 feet; thence Southwesterly along a straight line tangent to the end of the last described curve, a distance of 247.4 feet to the beginning of a tangent curve concave Easterly, having a radius of 955.37 feet; thence Southerly along said curve, a distance of 400.0 feet; thence Southeasterly along a straight line tangent to the end of the last described curve, a distance of 276.8 feet to the beginning of a tangent curve concave Northwesterly, having a radius of 573.69 feet; thence Southwesterly along said curve, a distance of 677.0 feet; thence Southwesterly along a straight line tangent to the end of the last described curve, a distance of 276.6 feet to the beginning of a tangent curve concave Easterly, having a radius of 573.69 feet; thence Southerly along said curve, a distance of 1151.0 feet; thence Southeasterly along a straight line tangent to the end of the last described curve, a distance of 183.8 feet to the beginning of a tangent curve concave Southwesterly, having a radius of 575.60 feet; thence Southeasterly along said curve, a distance of 169.2 feet to a point on the North line of Section 24, Township 2 South, Range 4 East, Salt Lake Base and Meridian that is 1596.3 feet Easterly, measured along said North line, from the North quarter corner of said Section; thence continuing Southeasterly along the remainder of said curve, a distance of 417.8 feet to a point beyond the strips of land hereinabove described.

Wasatch County Tax Serial Number: OWC-0010-4.

Wasatch County Tax Parcel Number: 00-0013-1453.

Parcel 3

Those portions of Section 13, Township 2 South Range 4 East, Salt Lake Base and Meridian lying West of the Westerly lines of the 5 strips of land described above as Parcel 2.

EXCEPTING THEREFROM THE FOLLOWING:

Exception Parcel No. 2:

All of East Park Plat No. 1, according to the official plat thereof, recorded July 28, 1966 as Entry No. 89132 in Book 55 at Page 336 of the official records in the office of the Wasatch County Recorder.

Exception Parcel No. 3:

All of East Park Plat II, according to the official plat thereof, recorded November 2, 1966 as Entry No. 89491 in Book 56 at Page 242 of the official records in the office of the Wasatch County Recorder.

Exception Parcel No. 4:

Beginning at a point which is South 88°51'36" East 697.125 feet from the Northwest corner of Section 13, Township 2 South Range 4 East, Salt Lake Base and Meridian; and running thence South 02°43'57" East 926.974 feet; thence East 230.00 feet; thence North 47°50' East 600.00 feet; thence North 36°59'19" West 647.868 feet; thence North 88°51'36" West 330.0 feet to the point of beginning.

Exception Parcel No. 5:

Beginning at a point South 88°48' East 1570 feet and South 01°00' West 80.00 feet, from the Northwest corner of Section 13, Township 2 South Range 4 East, Salt Lake Base and Meridian; running thence South 67°45' East 1043.55 feet; thence South 22°15' West 417.42 feet; thence North 67°45' West 1043.55 feet; thence North 22°15' East 417.42 feet to the point of beginning.

Exception Parcel No. 6:

Beginning at the Northwest corner of Lot 251, East Park, Plat II, said point also being South 88°51'36" East 1027.125 feet and South 35°59'19" East 647.868 feet from the Northwest corner of Section 13, Township 2 South Range 4 East, Salt Lake Base & Meridian; and running thence South 34°42'09" East 140.363 feet; thence South 15°00'00" West 363.00 feet; thence South 67°45' East 878.87 feet; thence North 22°30'23" East 424.92 feet; thence North 20°00' East 44.34 feet; thence North 67°45' West 1098.55 feet; thence South 36°59'19" East 65.24 feet to the point of beginning.

Exception Parcel No. 7:

Beginning at the Northeast corner of Lot 246, East Park, Plat II, a subdivision, a part of Section 13, Township 2 South Range 4 East, Salt Lake Base and Meridian; and running thence South 25°11'51" West 204.88 feet; thence South 18°23'00" West 166.300 feet; thence South 51°54' East 105.37 feet; thence South 2°33'16" East 164.184 feet; thence North 66°14'06" East 142.90 feet; thence South 83°20' East 109.04 feet; thence North 44°29' East 161.00 feet; thence North 37°41'35" East 245.58 feet; thence North 44°29' East 110.00 feet; thence South 42°28'18" East 182.08 feet; thence North 34°04'38" East 248.00 feet; thence North 22°30'23" East 54.67 feet; thence North 67°45' West 878.87 feet; thence South 15°00' West 87.00 feet; thence South 51°30' West 100.00 feet; thence South 31°18'05" East 196.345 feet to the point of beginning.

Exception Parcel No. 8:

Beginning at the Northeast corner of Lot 246, East Park, Plat II, a subdivision, a part of Section 13, Township 2 South Range 4 East, Salt Lake Base and Meridian; and running thence South 25°11'51" West 204.88 feet; thence South 18°23'00" West 166.300 feet; thence South 51°54' East 105.37 feet; thence South 2°33'16" East 164.184 feet; thence North 66°14'06" East 242.26 feet; thence South 83°06'27" East 109.23 feet; thence North 44°29' East 161.00 feet; thence North 37°41'35" East 245.58 feet; thence North 44°29' East 110.00 feet; thence South 40°14'19" East 190.35 feet; thence North 34°04'08" East 248.00 feet; thence North 73°19'39" West 73.69 feet; thence North 67°45' West 878.87 feet; thence South 15°00' West 87.00 feet; thence South 51°30' West 99.97 feet; thence South 31°18'50" East 196.307 feet to the point of beginning.

Exception Parcel No. 9:

BEGINNING at the Northeast Corner of Lot 123, East Park Plat #1, as recorded in the office of the Wasatch County Recorder, and running thence; North 65°58'06" East 100 feet, more or less, to the Northwest Corner of Lot 249, East Park Plat #2, as recorded in the office of the Wasatch County Recorder, and running thence South 30°32' East 220.00 feet thence; Westerly 99.64 feet to the Southeast Corner of the aforesaid Lot 123, thence; North 30°48' West 240.00 feet to the point of beginning.

Exception Parcel No. 10:

Beginning at a point which is North 66°14'06" East 100 feet from the Northeast corner of Lot 249 East Park Plat #2; thence North 66°14'16" East 52.3 feet; thence South 83°20' East 60 feet; thence South 30°32' East 220 feet, more or less, to the North line of Lot 254, East Park Plat #2, thence South 70°39'19"

West along said North line 100 feet, more or less, to a point which is South 30°32' East from the point of beginning; thence North 30°32' West 230 feet, more or less, to the point of beginning.

Exception Parcel No. 11:

BEGINNING at the most Northerly corner of Lot 253, East Park Plat No. 2, according to the official plat thereof, recorded November 2, 1966 as Entry No. 89492 in Book 56 at Page No. 244 of the official records in the office of the Wasatch County Recorder; and running thence North 41°13'44" West 210.00 feet; thence North 44° 29' East 110.00 feet; thence South 40°14'19" East 190.35 feet; thence South 56°56' East 474.50 feet; thence South 45°15' West 235.29 feet; thence North 41°13'44" West 443.33 feet to the point of beginning.

Exception Parcel No. 12:

Beginning North 34°04'38" East 110 feet from the Northerly corner of Lot 253, East Park Subdivision, Plat 2, Section 13, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 34°04'38" East 248 feet; thence South 45° East 511.87 feet; thence South 45°15' West 145.39 feet; thence North 56°56' West 474.5 feet to the place of beginning.

Exception Parcel No. 13:

Beginning at the Northeast corner of the South half of the Southwest quarter of the Northeast quarter of Section 13, Township 2 South Range 4 East; running thence North 168 feet; thence West 650 feet; thence South 168 feet; thence East 650 feet to the point of beginning.

Exception Parcel No. 14:

The South half of the Southwest quarter of the Northeast quarter of Section 13, Township 2 South Range 4 East.

Exception Parcel No. 15:

Beginning at the Northeast corner of Lot 256, East Park, Plat 2, Sheet 2, a recorded subdivision, being a part of Section 13, Township 2 South Range 4 East, Salt Lake Base and Meridian, said point also being North 2163.47 feet and West 3690.05 feet from the Southeast corner of aforesaid Section 13; and running thence South 60°30'00" East 1855.54 feet; thence North 29°30'00" East 457.45 feet; thence North 60°30'00" West 2062.18 feet; thence South 20°57'00" East 225.00 feet; thence South 23°28'34" West 315.919 feet to the point of beginning.

Exception Parcel No. 16:

Beginning at the Northeast corner of Lot 256, East Park, Plat 2, Sheet 2, a recorded subdivision, being a part of Section 13, Township 2 South Range 4 East, Salt Lake Base and Meridian, said point also being North 2163.47 feet and West 3690.05 feet from the Southeast corner of aforesaid Section 13; and running thence South 60°30' East 1856.21 feet; thence South 29°30' West 465.00 feet; thence North 60°30' West 938.21 feet; thence North 66°42'51" West 776.31 feet; thence North 11°58'25" East 269.934 feet; thence North 16°56'29" East 298.776 feet to the point of beginning.

Exception Parcel No. 17:

Beginning North 89°10'25" East 1540.84 feet from the Southwest corner of Section 13, Township 2 South Range 4 East, Salt Lake Meridian; thence North 26° West 729.12 feet; thence North 89°10'25" East 1469.51 feet; thence South 45°49'35" East 585.48 feet; thence South 00°49'35" East 246 feet; thence South 89°10'25" West 1573.37 feet to the point of beginning.

Exception Parcel No. 18:

Beginning North 89°10'25" East 328.20 feet from the Southwest corner of Section 13, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence North 02°56'05" West 358.604 feet; thence North 72°24' East 306.231 feet, more or less, to the Westerly boundary line of East Park, Plat II, according to the official plat thereof, as recorded in the office of the Wasatch County Recorder, Wasatch County, Utah, as re-traced; thence along the subdivision boundary line the following four courses: 1) South 54° East 110 feet; 2) thence North 87°22'42" East 205.2 feet; 3) thence East 169.2 feet; 4) thence North 159.6 feet; thence leaving said subdivision boundary line North 35° East 88 feet; thence North 13°25' West 98.81 feet; thence North 80°12'06" East 95.84 feet; thence South 56°00' East 70.00 feet; thence South 83°28'48" East 170.32 feet; thence North 16°52'26" East 61.64 feet; thence South 84°47'13" East 134.39 feet; thence South 15°46'21" West 366.64 feet; thence South 26°00' East 397.80 feet; thence South 89°10'25" West 1211.68 feet, more or less, to the point of beginning.

Exception Parcel No. 19:

Beginning at a point on the South line of Section 13, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being North 87°23'04" East 1617.10 feet from the Southwest corner of said Section 13 (brass cap); thence North 26°00'00" West a distance of 340.416 feet; thence North 15°46'21" East a distance of 366.640 feet; thence North 84°47'13" West a distance of 134.390 feet; thence North 16°52'26" East a distance of 2.132 feet; thence North 89°10'25" East a distance of 880.956 feet; thence South 00°49'35" East a distance of 653.504 feet; thence South 87°23'04" West along said South line as shown on that certain East Park Subdivision re-tracement survey filing no. OWC-024-013-3-0541, filing date August 28, 1996, by Richard K. Johanson, a distance of 708.243 feet to the point of beginning.

Exception Parcel No. 20:

Beginning at a point North 87°23'04" East 1237.305 feet and North 654.688 feet from the Southwest corner of Section 13, (Brass Cap), Township 2 South Range 4 East, Salt Lake Base and Meridian; thence South 56°00'00" East, a distance of 10.718 feet; thence South 83°28'48" East, a distance of 170.320 feet; thence North 16°52'26" East, a distance of 61.640 feet; thence North 16°52'26" East, a distance of 2.132 feet; thence South 89°10'25" West, a distance of 212.551 feet; thence South 26°00'00" East, a distance of 36.301 feet to the point of beginning.

Exception Parcel No. 21:

Beginning North 1523.32 feet and East 427.14 feet from the Southwest corner of Section 13, Township 2 South Range 4 East, Salt Lake Base and Meridian; and running thence North 12°07' West 273.01 feet; thence South 57°19'41" East 350.32 feet; thence South 71°52' West 299.30 feet to the point of beginning.

Exception Parcel No. 22:

Beginning at a point on the South line of Section 13, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being North 87°23'04" East 2626.95 feet from the Southwest corner of said Section 13; and South 87°23'04" West 301.609 feet along said South line as shown on that certain East Park Subdivision re-tracement survey filing no. OWC-024-013-3-0541, filing date August 28, 1996, by Richard K. Johanson; thence along said South line of Section 13, North 87°23'04" East 301.609 feet; thence South 89°08'20" East 488.71 feet; thence North 00°49'35" West 244.483 feet; thence North 45°49'35" West 585.48 feet; thence South 89°10'25" West 376 feet; thence South 00°49'35" East 653.504 feet to the point of beginning.

Wasatch County Tax Serial Number: OWC -0010-0.

Wasatch County Tax Parcel Number: 00-0007-1253.

Parcel 4

A strip of land 100.0 feet wide situate in the Southeast quarter of the Northwest quarter and the Southwest quarter of Section 7, in Township 2 South Range 5 East, of the Salt Lake Meridian, in Wasatch County, Utah, said strip being 50.0 feet on each side, measured at right angles and/or radially, on each side of the hereinbefore described **"CENTERLINE OF ABANDONED MAIN TRACK OF THE ONTARIO BRANCH OF THE UNION PACIFIC RAILROAD COMPANY, AS FORMERLY CONSTRUCTED AND OPERATED"**, and extending in a general Southwesterly direction from the North-South centerline of said Section 7.

Wasatch County Tax Serial Number: OWC-0075-1.

Wasatch County Tax Parcel Number: 00-0013-1487.

Parcel 5

All of Section 7, Township 2 South Range 5 East, Salt Lake Base and Meridian, which lies Westerly of a line which is 50 feet distant Westerly (measured radially) from the above referenced centerline.

EXCEPTING FROM THE ABOVE DESCRIBED PARCELS 4 AND 5, ALL THOSE PORTIONS LYING WITHIN THE FOLLOWING:

Exception Parcel No. 23:

Beginning at a point North 89°05'35" East along a section line 606.15 feet; from the Southwest corner of Section 6, Township 2 South Range 5 East, Salt Lake Base and Meridian; and running thence North 89°05'35" East along said section line 1300.00 feet; thence South 40°00' West 1325.52 feet to the boundary line of Summit County and Wasatch County; thence North 21°48' West along said boundary line 790.93 feet; thence North 30°36'30" West along said boundary line 302.63 feet to the point of beginning.

Exception Parcel No. 24:

Beginning at a point North 89°05'35" East along a section line 2156.48 feet from the Northwest corner of Section 7, Township 2 South Range 5 East, Salt Lake Base and Meridian; and running thence North 89°05'35" East along said Section line 349.13 feet to a point on the West right-of-way line of the Union Pacific Railroad, said point also being on a curve to the left, the radius point of which is North 53°10' East 1150.00 feet; thence Southeasterly along the arc of said curve and West right-of-way line 45.05 feet to the

point of tangency; thence South 39°04'40" East along said West right-of-way line 100.045 feet to a point of a 1000.00 foot radius curve to the right; the radius point of which is South 50°55'20" West 950.00 feet; thence Southeasterly along the arc of said curve and West right-of-way line 689.28 feet to a point of tangency; thence South 2°29'38" West along said West right-of-way line 249.835 feet to a point of a 1150.00 foot radius curve to the left, the radius point of which is South 87°30'22" East 1150.00 feet; thence Southeasterly along the arc of said curve and West right-of-way line 121.76 feet; thence West 85.14 feet; to a line of power poles; thence North 28°10' West along a line of power poles 135.68 feet; thence North 26°14' West along a line of power poles 1114.32 feet to the point of beginning.

Exception Parcel No. 25:

Those portions of the above described Parcel 5 lying within Summit County.

Wasatch County Tax Serial Number: OWC-0075-0.

Wasatch County Tax Parcel Number: 00-0007-2012.

Parcel 6

A strip of land 100.0 feet wide situate in the West half of the Northwest quarter of Section 18, all in Township 2 South Range 5 East of the Salt Lake Meridian in Wasatch County, Utah, said strip being 50.0 feet on each side, measured at right angles and/or radially, on each side of the hereinbefore described **"CENTERLINE OF ABANDONED MAIN TRACK OF THE ONTARIO BRANCH OF THE UNION PACIFIC RAILROAD COMPANY, AS FORMERLY CONSTRUCTED AND OPERATED"**, and extending in a general Southwesterly direction from the North-South centerline of said Section 7 to the West line of said West half of the Northwest quarter of Section 18.

Wasatch County Tax Serial Number: OWC-0103-1.

Wasatch County Tax Parcel Number: 00-0013-1495.

Parcel 7

Those portions of Government Lot 1, Section 18, Township 2 South Range 5 East, Salt Lake Base and Meridian; lying North and West of Parcel 6 as described above.

Wasatch County Tax Serial Number: OWC-0103-0.

Wasatch County Tax Parcel Number: 00-0007-2301.

* * *

MARINAMarina-East

Beginning at a point 810.46 feet East and 350.83 feet South from the Southwest corner of Section 19, Township 2 South, Range 5 East, Salt Lake Base and Meridian and running thence South 32°00'00" East 253.04 feet to the arc of a 440.87 foot radius curve to the left; thence along the arc of said 440.87 foot radius curve 301.63 feet (chord bears South 51°36'00" East 295.78 feet); thence South 71°12'00" East 240.23 feet to the arc of a 440.67 foot radius curve to the left; thence along the arc of said 440.67 foot radius curve 240.84 feet (chord bears South 86°51'00" East 237.86 feet); thence North 77°30'00" East 15.42 feet; thence North 00°29'20" West 443.89 feet; thence North 89°45'37" East 662.19 feet; thence North 00°14'23" West 500.33 feet; thence South 89°45'02" West 661.31 feet; thence North 00°18'21" West 1127.16 feet; thence South 65°02'58" West 351.80 feet; thence South 71°27'44" West 199.06 feet; thence South 80°20'58" West 296.83 feet; thence South 53°42'04" West 262.34 feet; thence South 17°06'35" West 47.38 feet; thence South 04°03'02" West 66.43 feet to the arc of a non-tangent 167.00 foot radius curve to the right; thence along the arc of said 167.00 foot radius curve 215.72 feet (chord bears South 41°16'56" East 201.03); thence South 04°16'36" East 71.60 feet to the arc of a 583.00 foot radius curve to the left; thence along the arc of said 583.00 foot radius curve 431.30 feet (chord bears South 25°28'13" East 421.35 feet); thence South 46°39'50" East 111.02 feet to the arc of a 167.00 foot radius curve to the right; thence along the arc of said 167.00 foot radius curve 302.59 feet (chord bears South 05°14'37" West 262.86); thence South 57°09'03" West 214.74 feet to the point of beginning.

Containing: 93.059 acres, more or less.

Marina-West

(Excluding Tailings)

Beginning at a point 570.40 feet East and 268.60 feet South from the Southwest corner of Section 19, Township 2 South, Range 5 East, Salt Lake Base and Meridian, and running thence South 32°00'00" East 524.71 feet to the arc of a 600.87 foot radius curve to the left; thence along the arc of said 600.87 foot radius curve 411.10 feet (chord bears South 51°36'01" East 403.13 feet); thence South 71°12'00" East 240.23 feet to the arc of a 600.87 foot radius curve to the left; thence along the arc of said 600.87 foot radius curve 308.89 feet (chord bears South 85°55'37" East 305.50 feet); thence North 00°12'49" West 8.29 feet; thence North 89°42'52" East 329.23 feet; thence South 00°16'20" East 500.06 feet; thence South 89°52'36" West 332.10 feet; thence South 73°00'12" West 347.00 feet; thence North 45°12'07" West 141.30 feet; thence South 89°45'08" West 621.05 feet; thence South 00°13'41" East 162.03 feet; thence North 00°11'02" East 330.72 feet; thence North 89°48'58" West 330.00 feet; thence South 00°14'57" West 103.17 feet; thence North 87°08'23" West 155.56 feet; thence North 36°22'35" West 61.67 feet; thence North 40°08'41" East 108.36 feet; thence North 62°55'55" East 92.84 feet; thence North 22°29'34" West 26.03 feet; thence North 07°12'59" East 104.01 feet; thence North 44°47'48" East 102.14 feet; thence North 74°24'25" East 61.61 feet; thence North 05°58'30" East 52.41 feet; thence North 41°12'12" East 87.26 feet; thence South 84°05'50" East 49.57 feet to the arc of a 1063.10 foot radius curve to right; thence along the arc of said 1063.10 foot radius curve 107.04 feet (chord bears North 06°23'45" East 107.00 feet); thence North 09°16'49" East 93.04 feet to the arc of a 18.00 foot radius curve to the left 27.31 feet (chord bears North 34°11'18" West 24.77 feet); thence North 77°39'25" West 246.83 feet to the arc of a 205.00 foot radius curve to the right; thence along the arc of said 205.00 foot radius curve 49.62 feet (chord bears North 70°43'21" West 49.50 feet); thence North 11°55'04" East 180.46 feet; thence North 72°58'13" East 633.20 feet to the point of beginning.

Containing 37.55 acres more or less.

Exhibit C

Marina West Property Master Development Plan

EXHIBIT C

Marina West Master Development Plan

March 2023

Commercial Triangle Parcel:
C-Store, Gas Pumps, RV and Boat pull through,
Support parking for C-store, ADA parking for fields,
AUE and Workforce parking.

S.R. 319

*Tan Area - Approximate area of JMARA recreation area (excluding the
Detention Pond Parcel) to include artificial turf or hard surface
recreation fields or courts, 400+/- stall parking
lot, maintenance building, and interconnected trail system
with playground, food service, picnic pavilions and bathroom amenities.
No residential or commercial development.*

*Approximately site for MIDA Mountain
PID/Government Buildings*

Connection Road - South Portal to 319

Potential access to State Parks Camping
and future elementary school.

Development Parcel - Affordable Units (AUE's), Employee Housing (Dorm
and other), Affordable/Moderate Income/Workforce, Market Rate Housing,
Daycare, Transit Stop, Park, Playground, Dog Park, Integrated Trails,
Support Amenities, Parking for Units.

To Jordanelle State Park

Exhibit D

LON Property Master Development Plan



EXHIBIT D
LON Parcel Master Development Plan

March 2023

LON Parcel: Maximum Density

Use	ERUs/AUEs	Square Feet
Commercial	unlimited	unlimited
Inclusionary Housing	unlimited	unlimited
LON ERUs	20	70,000

Exhibit E

Affordable Housing Obligation

Exhibit E

MIDA Marina West Moderate
Income/Workforce Housing Project

Affordable Housing Obligation

General Information
and Associated Program

March 2023

Summary

This document is an exhibit to the Revised and Restated West Side Interlocal Cooperation Agreement between MIDA and Wasatch County, dated as of August 18, 2022 (“Interlocal Agreement”) and will be an exhibit to the Extell East Development Agreement referenced in the Interlocal Agreement. This document establishes the MIDA Marina West Project Area Housing Program (the “Program”). This document and the Program entirely replaces and supersedes the Housing Agreement and the Affordable Housing Obligation (both terms are defined in the Interlocal Agreement).

A total of 137 Affordable Unit Equivalents (“AUEs”) were approved by the County on January 18, 2017 for the Marina master plan. The original Marina master plan included the Marina West Property (as defined in the Interlocal Agreement) and two developments adjacent to the Jordanelle Reservoir defined in the Housing Agreement as Marina-East and Lakeside-North (collectively “Jordanelle Developments”). The Affordable Housing Obligation for the Jordanelle Developments was 101.97 AUEs, the building of which would fulfill the housing obligation for the Jordanelle Developments.

This Program exceeds the original Affordable Housing Obligation by requiring the equivalent square footage for 140 AUEs be constructed on the Marina West Property, as described below. In addition, based on the current master plan for the Marina West Property, other moderate-income housing is contemplated as part of the Program.

Introduction

Many resort communities have adopted inclusionary housing ordinances that encourage the construction of inclusionary housing units at or near large-scale resorts. Even with such measures in place, however, market realities present significant challenges to the developers of such communities, as well as the employees and other potential users in need of inclusionary housing product.

EX Utah Development recognizes the importance of creating and maintaining a reasonable inventory of inclusionary and workforce housing units within or adjacent to the Mayflower Resort (the “Resort”) being developed by EX Utah Development and its affiliates (the “EX Development”). EX Development is acquiring certain property including the Marina West Property, the LON Property, the East Park Property, and in the future, it may acquire the North LON Property (all as will be more particularly described in the Extell East Development Agreement) (collectively the “East of 40 Land”). While no program could meet all needs, EX Development is committed to providing a reasonable amount of attainable housing in the form of both for-rent and for-sale product proximate in connection with the Resort and the development of the East of 40 Land. This commitment now includes the planned construction of a moderate income/workforce housing project (the “MW Moderate Income/Workforce Housing Community”) to be located on a portion of the Marina West Property more particularly described on Exhibit A attached hereto

(“Marina West”). Marina West is located on the east side of Highway 40 and is physically connected to the Resort’s village core vis-à-vis the newly constructed portal under Highway 40. In fact, the site for the MW Moderate Income/Workforce Housing Community is within easy walking distance from the Resort’s village core.

The Program will provide a significant moderate income/workforce housing opportunity for those in need of such opportunities, including employees working for the Resort, other commercial ventures located on the East of 40 Land, and for businesses located in the surrounding Wasatch and Summit County areas. While the East of 40 Land is within the land use jurisdiction of MIDA, the MW Moderate Income/Workforce Housing Community is intended to include sufficient moderate income housing to exceed the original Affordable Housing Obligation for the Jordanelle Developments and the Marina West Property pursuant to the previous Housing Agreement and Affordable Housing Obligations.

The Program is also intended to supplement but not replace the previously adopted housing program for the Resort (the “Resort Housing Program”) to provide desirable workforce housing for the Resort and the projects developed on the East of 40 Land and has been informed by the existing State and regional policies.

This document addresses the need for “inclusionary housing”, which includes moderate income housing that can be either for-rent housing or for-sale units affordable to those earning 80%-120% area median income or AMI (defined below). Consistent with the Resort Housing Program, the similar resort-based amenities and the actual physical connection between resort operations in Summit County and the Resort, Summit County’s AMI is utilized as the Program’s AMI standard.

Area Median Income (AMI) is calculated and released every year by the U.S. Department of Housing and Development (HUD) for specified geographical areas within the U.S. The HUD FY 2020 Income Limit for Summit County for the Median Family Income was \$133,900. This number (\$133,900) is then used as the 100% AMI for a 4-person Family (as defined by HUD). To determine other percentages of AMI, the HUD Income Limit was multiplied by the level of AMI desired (80% for example). The result of that calculation was then multiplied by the number of persons in a given Family. The percentage used to calculate persons per Family were from HUD as follows: 1 person = 70%, 2 persons = 80% and so on. As an example, the 80% AMI in the table below was calculated by taking the Income limit for Summit County of \$133,900 and multiplying by 80%, which equals \$91,120. \$91,120 is then multiplied by 70% for a 1-person family household to obtain a \$63,784 income limit for an 80% AMI 1 person family household.

2020 AMI Income Limits (based on household size)

FY 2020 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
80% AMI	\$63,784	\$72,896	\$82,008	\$91,120	\$98,410	\$105,699	\$112,989	\$120,278
100% AMI	\$79,730	\$91,120	\$102,510	\$113,900	\$123,012	\$132,124	\$141,236	\$150,348

Project Description

The Resort is being developed pursuant to a Master Development Agreement, which establishes the development rights, obligations and procedures pertaining to the development of a master planned four-season recreation-based resort community. The centerpiece of this community is the village core, which will be the focus of ski activities in the winter and outdoor recreation activities in the summer.

EX Development intends to develop the MW Moderate Income/Workforce Housing Community on the Marina West Property which will provide immediate physical access to the village core. In addition to providing inclusionary and workforce housing meeting the needs generated by the development of the East of 40 Land and the Jordanelle Developments, inclusionary and workforce housing developed and constructed within the MW Moderate Income/Workforce Housing Community is specifically intended to satisfy the requirements of the Resort Housing Program. Accordingly, references to “on-site” development of rent-controlled housing in the Resort Housing Program shall include the housing developed in the MW Moderate Income/Workforce Housing Community.

Resort Impact/Need

The MW Moderate Income/Workforce Housing Community is intended to reasonably mitigate the workforce housing needs created by the East of 40 Land, the Jordanelle Developments, and the Resort, including needs generated by both the development of residential units and commercial space and the corresponding operation of the Resort and the East of 40 Land. Design of the MW Moderate Income/Workforce Housing Community will recognize current resort housing trends (e.g., the housing types shown to meet the needs of other resort communities) and will:

1. Provide rent-controlled housing on-site to a portion of the employees within the larger Resort area holding full-time seasonal jobs.
2. Provide rent controlled and ownership (price controlled) housing on-site to a portion of employees within the larger Resort area holding full-time year-round jobs.

3. Include within the MW Moderate Income/Workforce Housing Community a multi-family residential project containing not less than 126,000¹ square feet of inclusionary housing, which exceeds the original Affordable Housing Obligation in the Housing Agreement for the Marina West Property and the Jordanelle Developments.
4. Result in the construction of additional moderate income/workforce housing in full satisfaction of the requirements of the Resort Housing Program to the extent not previously or hereafter constructed within the west side of the MIDA MRF Project Area.

Housing Program

1. **On-site Housing:** While the MW Moderate Income/Workforce Housing Community will likely be constructed in several phases consistent with the existing completion benchmarks established in the Resort Housing Program, Ex Utah Development and the affiliated owner of the Marina West Property commit to the following schedule for constructing 126,000 square feet of inclusionary housing mentioned above (subject to reasonable schedule adjustment due to events of force majeure or as agreed by MIDA and Ex Utah Development):

Subdivision Plat/Site Plan Submission to MIDA:	Within 12 months of completed acquisition of Marina West property
Foundation Permit Submission:	Within 9 months of MIDA Subdivision Plat/Site Plan approval
Vertical Building Permit Submission:	Within 9 months of Foundation Permit approval
Construction Commencement:	Within 9 months of Vertical Building Permit Approval
Construction Completion:	Within 18 months of Construction Commencement

Following satisfaction of any of the foregoing deadlines, EX Utah Development shall provide MIDA with a written notice of satisfaction to MIDA, which notice shall include a description of the inclusionary housing completed, including reasonable documentation of the restrictive covenants or other mechanism pursuant to which the subject housing is dedicated or otherwise prioritized or reserved for moderate income housing. Following MIDA's review of such notice and supporting documentation, MIDA shall provide to Ex Utah Development written confirmation that the applicable completion deadline is satisfied, which confirmation shall not be unreasonably withheld, conditioned or delayed. Construction of the 126,000 square feet of inclusionary housing as set forth herein shall satisfy all affordable/inclusionary obligations of MIDA with respect to the East of 40 Land and the Jordanelle Developments.

¹ This square footage requirement is calculated by multiplying 140 AUEs by 900sf, resulting in 126,000 square feet of required inclusionary housing.

The inclusionary housing square footage mentioned above shall not include corridors, fire riser/dedicated space, non-habitable attic or basement space, or parking. Moderate income/workforce housing constructed in the MW Moderate Income/Workforce Housing Community may be multi-family housing and/or dormitory-style units, including studio units, one-bedroom and multiple-bedroom units. For example, the housing may be provided in larger multi-tenant buildings or in townhome type structures throughout the site.

On-site rental housing units within the MW Moderate Income/Workforce Housing Community will be rented and controlled by EX Utah Development's lodging entity or another "Community Housing Provider." Tenant eligibility for inclusionary housing will be determined by EX Affordable Housing, Inc., a Utah nonprofit corporation ("Program Administrator") applying the following requirements:

- General housing applicant requirements (additional requirements in the application and Program Administrator agreement):
- Work at least 20 hours per week within a 15-mile radius of the applicable inclusionary housing unit (may not work in Salt Lake City or Provo, for example).
- All Community Housing Providers shall follow federal fair housing regulations prohibiting discrimination on the basis of race, religion, national origin, gender, age, familial status, physical or mental disability, marital status or sexual orientation.
- Income eligibility limits will vary according to Household size, with the maximum limit increasing with each additional person in a Household.
- Households will be subject to income eligibility reviews on an annual basis.

Subject to adjustment based upon Program needs and then applicable market factors, as determined by the Program Administrator, the Program Administrator will also seek to make available inclusionary and workforce housing in accordance with the following priorities:

Applicants with the following current professions are considered priority tenants and will be given the first opportunity to rent available Inclusionary Housing Units that they otherwise qualify for based on Household income:

- Priority One – Active-duty military members, regardless of where they are assigned to work, service personnel who work in Wasatch County, such as law enforcement officers, first-responders, entry-level and mid-level medical workers (e.g., technicians, medical staff, and nurses), educational personnel, and school/municipal/governmental personnel. Priority One applicants must be employed a minimum of 30 hours per week in the applicable profession and employed in such profession at a site (or routinely deployed to a site) within the MRF Project Area or other areas of Wasatch County. If there are no qualified active duty military members or other eligible service workers who live in Wasatch County, then the housing is available to eligible service workers outside of Wasatch County who work within 15 driving miles of the applicable inclusionary housing unit. Particular priority will be given to service workers who are military veterans.

- Priority Two – Resort and East of 40 Land Employees. Resort and East of 40 Land employee applicants must be employed within the Resort or East of 40 Land on a full or part-time basis by the Resort Mountain Operator and/or another employer operating a business within the Resort or East of 40 Land. Particular priority will be given to employees who are military veterans.

A portion of the MW Moderate Income/Workforce Housing Community may be offered as for-sale units that would be permanently deed-restricted such that the housing will need to be resold to another qualifying Moderate-Income household, thereby assuring that – even when sold – the units will remain affordable and the amount of appreciation/profit for the residences will be held in check (as compared to market-rate units). With such a program, the initial purchasers will not receive a “windfall” profit by being able to sell the residence at market-rate prices. At the same time, the homeowners have the potential to realize some level of gain/profit, which will allow them to move up to a non-deed-restricted residence, if desired. The pricing on the for-sale units will be structured to address those earning 80-percent to 120-percent of the AMI for the region (Summit County’s AMI). Any for-sale program will be administered by the Program Administrator. Once established, the Program Administrator will also administer the Down Payment Assistance program identified in the Resort Housing Program.

Exhibit A

To

MIDA Marina West Moderate Income/Workforce Housing
Project

PARCEL MW-D1

Beginning at a point 570.40 feet East and 268.60 feet South from the Northwest corner of Section 30, Township 2 South, Range 5 East, Salt Lake Base and Meridian, and running thence South 32°00'00" East 449.98 feet to the arc of a 600.87 foot radius curve to the left; thence along the arc of said curve 411.10 feet (chord bears South 51°36'01" East 403.13 feet); thence South 71°12'00" East 240.23 feet to the arc of a 600.89 foot radius curve to the left; thence along the arc of said curve 308.89 feet (chord bears South 85°55'37" East 305.50 feet); thence North 00°12'49" West 8.29 feet; thence North 89°42'52" East 329.23 feet; thence South 00°16'20" East 500.06 feet; thence South 89°52'36" West 332.10 feet; thence South 73°00'12" West 347.00 feet; thence North 45°12'07" West 141.30 feet; thence South 89°45'08" West 621.05 feet; thence South 00°13'41" East 162.03 feet; thence South 89°44'23" West 160.00 feet; thence North 57°07'50" West 229.42 feet; thence North 39°21'38" West 146.97 feet; thence North 85°42'21" West 159.85 feet to the West Line of the said Northwest Quarter; thence North 00°03'30" East along the West Line of the Northwest Quarter 291.11 feet; thence North 49°15'48" East 146.84 feet; thence North 36°23'34" East 211.01 feet; thence North 05°13'03" East 77.67 feet; thence North 51°40'15" West 270.80 feet; thence North 64°09'48" West 115.16 feet; thence North 61°43'17" East 146.97 feet; thence North 75°30'02" East 160.00 feet; thence North 68°19'21" East 386.30 feet; thence North 01°17'56" East 34.47 feet to the point of beginning. Basis of Bearings is the North Line of the Northeast Quarter of Section 25, Township 2 South, Range 4 East, Salt Lake Base and Meridian which bears North 89°58'53" West.

Contains 34.473 Acres more or less.

All of Wasatch County tax serial numbers OWC-0152-0, OWC-0152-5 and OWC-0152-6.

Portions of Wasatch County tax serial numbers OWC-0029-2, OWC-0151-0 and OWC-0151-3.

**Amended and Restated
East Side
Interlocal Cooperation Agreement**

between

MIDA

and

Wasatch County

This Interlocal Cooperation Agreement (“**Agreement**”) is made and entered into as of March 7, 2023 (the “**Effective Date**”) by and between the Military Installation Development Authority, a public corporation and political subdivision of the State of Utah (“**MIDA**”) and Wasatch County, a political subdivision of the State of Utah (the “**County**”). Individually each may be referred to as “**Party**” and collectively as “**Parties**”.

Recitals:

WHEREAS, pursuant to Chapter 1, Title 63H Utah Code annotated 1953, as amended (“**MIDA Act**”), MIDA is an “independent, nonprofit, separate body corporate and politic, with perpetual succession and statewide jurisdiction, whose purpose is to facilitate the development of land within a project area or on military land associated with a project area”; and

WHEREAS, MIDA, working with the United States Air Force, the County, and Extell (as defined below), created the Military Recreation Facility Project Area , as shown in Exhibit A (“**MRF Project Area**”) pursuant to the MIDA Act and selected the location for the morale, recreation, and welfare hotel (“**MWR Hotel**”) that is the anchor for the MRF Project Area and will provide recreation for military personnel and retirees and the general public and such development of the MWR Hotel and surrounding all-season resort is consistent with the County’s goals in the adopted Jordanelle Specially Planned Area (“**JSPA**”), which includes the MRF Project Area; and

WHEREAS, MIDA is focused on the development and operation of the Military Recreation Facility and related amenities (collectively, the “**MRF**”) and the County is focused on the development of the JSPA which includes the MRF Project Area; and

WHEREAS the MRF can be a catalyst for the development of the JSPA; and

WHEREAS, pursuant to the MIDA Act and the Interlocal Cooperation Act, MIDA desires to share certain revenues with the County in connection with the development of the MRF Project Area and the County’s agreement to provide municipal services and permitting and inspection services to the MRF Project Area, as set forth below; and

WHEREAS, to fulfill these goals, the Parties entered into an Interlocal Cooperation Agreement, dated September 11, 2012 (“**Original Agreement**”), which was terminated and replaced with the East Side Interlocal Agreement (the “**East Side Interlocal**”) and the West Side Interlocal Agreement (the “**West Side Interlocal**”), both dated as of December 17, 2018, and both agreements were amended by a First Amendment to East Side Interlocal Agreement (the “**East Side First Amendment**”) and a First Amendment to West Side Interlocal Agreement (the “**West Side Interlocal**”), both dated as of March 18, 2020 (the East Side Interlocal Agreement, as amended by the East Side First Amendment, is referred to as the “**East Side Agreement**” and the West Side Interlocal, as amended by the West Side First Amendment, is referred to as the “**West Side Agreement**” and together the 2018 agreements, as amended, are referred to as “**Governing Agreements**”); and

WHEREAS, the Parties find that the Governing Agreements should be amended and restated and contemporaneously with the adoption of this Agreement the Parties are also adopting an Amended and Restated West Side Agreement (“**Restated Westside Agreement**”); and

WHEREAS, as part of the adoption of the Governing Agreements, the Parties agreed, and the County consented, to a boundary for the MRF Project Area (“**Boundary**”); and

WHEREAS, pursuant to the MIDA Act, MIDA, at §63H-1-201(3)(i), has “exclusive police power within a project area to the same extent as though the authority were a municipality, including the collection of regulatory fees,” and neither MIDA nor any land included in a project area is subject to “Title 17, Chapter 27a, County Land Use, Development and Management Act” nor are they subject to “ordinances or regulations of a county or municipality including those relating to land use, health, business license, or franchise” (collectively referred to herein as “**MIDA’ s Exclusive Authority**”); and

WHEREAS, as part of the MIDA Act, at §63H-1-201(3)(q), MIDA may contract with a political subdivision of the state for the provision of municipal services within a project area, and pursuant to the Governing Agreements, MIDA contracted with the County for the provision of certain municipal services and permitting and inspection services in the MRF Project Area and MIDA desires to continue contracting with the County pursuant to the terms and conditions of this Agreement; and

WHEREAS, MIDA previously contracted with certain County created special service districts (“**Service Districts**”, as more fully defined below), and the contracts with those Service Districts are unaffected by this Agreement; and

WHEREAS, one landowner owns the following two parcels of property: an approximately 77 acre parcel that is already within the Boundary (the “**Marina West Property**”) and an approximately 6 acre parcel surrounded by the MRF Project Area but not included within the Boundary (the “**LON Property**”) and another landowner owns a +/- 3.84 acre parcel north of the LON Property (the “**North LON Property**”); and

WHEREAS, in the County resolution approving this Agreement, the County consents to amending the Boundary to include the LON Property in the MRF Project Area and, except as

expressly provided herein, designating, and including the LON Property, and the North LON Property, and the Marina West Property as a part of the “West Side” for all purposes under the this Agreement and the Restated West Side Agreement; and

WHEREAS, within the Marina West Property are approximately 40 acres which include three mine tailing mounds on approximately 21 acres (the “**Tailings Parcel**”), approximately 14 acres of land located adjacent to the Tailings Parcel (the “**Border Parcel**”), and approximately 5 acres of land near Highway 40 on which is located a detention pond (“**Detention Pond Parcel**”). Collectively, the Tailings Parcel and the Border Parcel are the “**Recreation Parcels**” and the Recreation Parcels may potentially be developed into (i) regional recreation fields (such as soccer fields, football fields, softball fields, and pickleball courts), parking lots, and ancillary uses (“**Recreation Fields**”) and (ii) on the Border Parcel near Highway 40 and adjacent to the frontage road that will connect the south portal under Highway 40 to State Highway 319, a shared office space (“**Government Facility**”); and

WHEREAS, in conjunction with adopting this Agreement, MIDA intends to create the Jordanelle Marina Recreation Area Public Infrastructure District (“**JMARA**”) to own and operate the Recreation Parcels and to develop the Recreation Fields and the Government Facility; and

WHEREAS, when the Government Facility is constructed, it will provide offices for the Parties and the headquarters for the MIDA Mountain Village Public Infrastructure District and JMARA; and

WHEREAS, the remainder of the Marina West Property consisting of approximately 35 acres will be divided into separate parcels for private development as provided in the Restated West Side Agreement; and

WHEREAS, the Governing Agreements establish a Development Fund from monies generated from the East Side (as defined in the Governing Agreements) within the MRF Project Area and divides it into a 30%/70% split and then designates the priority of uses of the Development Fund; and

WHEREAS, among other things, this Agreement: (a) amends the \$5 million from the 70% portion generated from the East Side that is set aside in the Governing Agreements for a mutually agreed use by the Parties and designates it for payment to JMARA to develop the Recreation Fields and the Government Facility; (b) amends the \$8 million from the 70% portion generated from the East Side that is set aside for West Side day skier parking to also allow its use for the construction of the parking lots by Extell near the Recreation Fields; (c) provides that the 70% portion generated from the LON Property and the North LON Property will be paid to JMARA for it to develop, operate, and maintain the Recreation Fields and the Governmental Facility; (d) provides that if JMARA and the owner of the MW Development Parcels agree in writing the 70% portion generated from the MW Development Parcels will be used by JMARA and the owner of the MW Development Parcels for the remediation and insurance relating to any existing environmental conditions on the Recreation Parcels, the Detention Pond Parcel, and/or the MW Development Parcels, and for the development, operation and maintenance of parking and moderate income housing on such properties; and (e) provides that after the \$5 million from the 70% portion generated from the East Side is funded, thereafter, (i) any sales and use tax generated from the Marina West Property, LON Property, and the North LON Property shall be deposited into the Municipal Services Revenue Fund

to be paid to the County; and, (ii) the resort communities tax generated from the Marina West Property, the LON Property, and the North LON Property will be paid to JMARA to develop, operate, and maintain the Recreation Fields, the Detention Pond Parcel, and the Government Facility; and

WHEREAS, this Agreement is effective on the Effective Date, but it shall terminate, and the Governing Agreements will not be amended but shall continue in full force and effect as if this Agreement had never been executed by the Parties, if Extell has not closed on the LON Property and the Development Parcels by September 1, 2023, as such date may be extended, as provided herein;

Agreement:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants made herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **TERM.**

- a. This Agreement shall commence on the Effective Date and shall continue for 50 years after the Effective Date, except as provided in Subsection 1(b).
- b. This Agreement shall automatically terminate on September 1, 2023 (as the said date may be extended pursuant to Subsection 1(c) below, the “**Termination Date**”), and the West Side Agreement (executed in 2018, as amended in 2020) shall continue in full force and effect, if by the Termination Date:
 - i. Extell has not closed on the LON Property and the MW Development Parcel and
 - ii. MIDA has not received the landowner consent to the inclusion of the LON Property in the MRF Project Area.
- c. The Termination Date may be extended by the MIDA Executive Director for up to six (6) months. Any extension beyond September 1, 2023, shall be agreed to by the Parties’ governing bodies.

- 1. his Agreement shall commence on the Effective Date and shall continue for 50 years.

- 2. **PROJECT AREA.** MIDA created the Military Recreation Facility Project Area – Parts 1 through 6 of the MRF Project Area and is in the process of adding Part 7 that will add the LON Property, the North LON Property, and a portion of the Marina West Property, as shown in Exhibit A. The MRF Project Area includes a parcel known as the Blue Ledge parcel which is the subject of its own development agreement (“**Blue Ledge Parcel**”). This Agreement shall govern all property in the unincorporated County within the MRF Project

Area that is located east of the eastern right-of-way boundary of U.S. Highway 40 and that is within the black dashed line on Exhibit A (the “**East Side**”). For purposes of this Agreement, the properties known as the Marina West Property, the LON Property, and the Extell North LON Property shall not be included in the East Side but shall be included in the West Side and under the jurisdiction of the West Side Agreement. The County has irrevocably consented to the inclusion of the East Side in the MRF Project Area. Any East Side property shown in Exhibit A not included in the MRF Project Area Parts 2 through 7 may be included in the MRF Project Area through MIDA’s adoption of additional Parts in the future, with the consent of the applicable landowner(s). No other unincorporated property may be added to the MRF Project Area without the County first adopting another resolution consenting to additional property being added. The “**West Side**” is the property within the unincorporated County west of the eastern right-of-way

3. AFFECT ON ORIGINAL AGREEMENT. From and after the Effective Date, this Agreement in companion with the West Side Agreement, shall entirely replace and supersede the Governing Agreements and this Agreement shall govern the East Side, except for the Marina West Property, the LON Property and the Extell North LON Property.
4. POLICE POWERS. Pursuant to the MIDA Act, including more specifically at §63H-1-201(3)(i), MIDA hereby retains and shall have the exclusive right to exercise all of MIDA’s Exclusive Authority within the East Side subject only to those reservations and delegations of authority expressly set forth in this Agreement.
5. MUNICIPAL SERVICES.
 - a. Currently, the property included in the East Side is in unincorporated Wasatch County. Pursuant to §63H-1-201(3)(q) of the MIDA Act, for any property in the East Side that is located within unincorporated Wasatch County, the County shall provide normal and customary municipal and county services which it currently or in the future provides to other unincorporated land within the county, including, but not limited to, police protection through the Wasatch County Sheriff’s Department, snow removal on county owned roads, maintenance of county owned roads and other county owned rights-of-way, animal control, flood control of public properties, courts and prosecution, health department services, and notwithstanding Subsection 5(c), fire services (collectively, the “**Municipal Services**”), subject to Section 5(i) hereof. Municipal Services does not include government approvals or services for which a government permit or inspection is required and a corresponding fee is charged by the governmental entity under applicable ordinances to pay for the service provided, including road grading permits and inspections; building permits, inspections, and certificates of occupancy; and, business licenses (“**Permitting and Inspection Services**”), which shall be governed as provided in Section 7 hereof.
 - b. If any part of property included in the East Side is annexed or incorporated

into a municipality, the County shall not have any further responsibility or right to provide Municipal Services to such property unless otherwise provided by law or separate agreement between MIDA and the County.

- c. The Parties recognize that some municipal type services, including the providing of water, sewer, wastewater treatment, refuse collection, and fire protection, are provided by separate service districts, which although organized by the County are separate and distinct legal entities and political subdivisions of the state ("**Service Districts**"). MIDA has entered into separate agreements with the existing Service Districts for the provision of services by the applicable Service District. In the event any service currently provided by the County is transferred to a Service District that has an interlocal cooperation agreement with MIDA, MIDA understands and agrees that such service will no longer be provided to the East Side by the County. If a new Service District is created, then the cost of the service provided by the new Service District shall be deducted from the Municipal Services Revenue Fund proceeds paid to the County, as provided in Section 6, and the deduction shall be used to offset the new cost to the property owners imposed by the new Service District for the same level of service provided prior to the creation of the new Service District. The offset shall not apply to the cost of for an enhanced level of service provided by the new Service District. Subject to the foregoing, the offset shall be determined by the County Manager and the MIDA Executive Director.
- d. Subject to Subsection 5(i) hereof, MIDA may if it elects, but shall have no responsibility to provide Municipal Services in the East Side, except to provide financial remuneration to the County for Municipal Services provided by the County from the Municipal Services Revenue Fund (defined below), as provided in Section 6 hereof. Such remuneration shall be payable only from the Municipal Services Revenue Fund, which revenue shall be collected solely from property in the MRF Project Area that is located in unincorporated Wasatch County at the time it is collected.
- e. In the event the County determines in its sole discretion that the funds provided by MIDA for the Municipal Services are insufficient to offset the costs of providing such services, the County shall give MIDA written notice of such determination. The Parties may then negotiate the amounts to be paid to the County. If the Parties are unable to reach an agreement on the amount of municipal service funds to be paid to the County, or the County determines for any other reason that it is unwilling to continue providing Municipal Services, the County may upon 180 calendar days' written notice decline to further provide Municipal Services to the MRF Project Area. Upon the effective date of County's discontinuing to provide Municipal Services, MIDA shall terminate payment to the County under Section 6 hereof.
- f. For those portions of the East Side located in unincorporated Wasatch County, with respect to which the County is providing Municipal Services

as provided in this Agreement, the County's rules, ordinances and regulations applicable to the provision of such Municipal Services shall be those rules, ordinances and regulations adopted by the County and in effect as of December 18, 2018, except to the extent that MIDA may amend them from time-to-time. MIDA shall take such actions as are necessary to formally adopt such rules, ordinances and regulations as the applicable regulations for the East Side, and shall provide the County with written notice of any material differences between the County's existing rules, ordinances and regulations and those formally adopted by MIDA at the time of such adoption, as well as written notice of any material amendments thereto approved and adopted by MIDA from time-to-time in the future. Notwithstanding the foregoing, the County will only be required to provide the Municipal Services at the same level as to other areas of the County.

- g. No fees or generally applicable taxes shall be levied by the County or payable by MIDA or any property owner within the East Side with respect to Municipal Services except for those taxes to be placed in the Municipal Services Revenue Fund as contemplated by Section 6 hereof. This limitation is not applicable to the County's transient room tax levied and collected on hotels in the County (excluding the MWR Hotel, which is exclusively subject to the MIDA Accommodations Tax, described in Section 12 hereof).
- h. The County shall not discriminate against the property, businesses, or residents of the East Side but shall provide the Municipal Services to the East Side in the same manner and to the same extent that the County provides such Municipal Services to the balance of the County.
- i. The County shall indemnify, release, and hold MIDA harmless from any and all claims, damages, suits, liabilities, and attorney's fees of whatever nature (collectively, "**Claims**") which may arise from the County's control and provision of the Municipal Services but only to the extent that the County would have liability for such Claims absent the existence of MIDA and the MRF Project Area. MIDA shall indemnify, release and hold the County harmless for any and all Claims which arise out of the MIDA's acts and decisions regarding land use decisions and Municipal Services MIDA provides. The status of each party as a political subdivision of the state of Utah and the limitations on each party's liability under this agreement are further described and established in Section 15 and 16 and applicable law.
- j. In the event the County does not timely provide any of the Municipal Services to any portion of the East Side in accordance with Section 5 and applicable law, as determined by MIDA in its sole discretion, MIDA shall have the right upon a minimum of sixty (60) days prior written notice to the County, to: (i) remove, in whole or in part, the Municipal Services for the East Side from the County's obligations hereunder, and to have such Municipal Services provided by another service provider; or (ii)

supplement, in whole or in part, such Municipal Services with another service provider. However, prior to implementing either (i) or (ii) above, in MIDA's 60-day notice it shall outline the reason for the determination and allow the County an opportunity to cure the problem. If the County chooses to make changes to rectify the issue(s) identified by MIDA, within the 60-day time period the County shall provide a written response to MIDA with detailed changes and a reasonable timeline for such changes that the County will immediately implement if MIDA will withdraw the determination. If MIDA finds the proposed changes or timeline unsatisfactory it may proceed forward with implementing subpart (i) or (ii). During such 60-day notice period, MIDA may implement subpart (ii) on a temporary basis until either the cure is effectuated by the County or MIDA exercise its rights under the immediately foregoing sentence. In either case, the cost to MIDA of providing (or having a third party provide) the removed or supplemental municipal services, together with a reasonable administrative fee, shall be paid to MIDA from the Municipal Services Revenue Fund. The County shall not receive any part of the Municipal Services Revenue Fund if the County is removed entirely as the municipal service provider for the East Side. MIDA reserves the right, without cost to the County, to supplement any such services itself or through a third-party service provider at any time and from time to time.

- k. If MIDA determines it necessary to use a different municipal services provider, it shall hire a party only after consultation with the Conference Subcommittee, defined in Section 22.

6. PAYMENTS FOR MUNICIPAL SERVICES.

- a. Pursuant to the MIDA Act, MIDA will receive tax revenue from the following sources, which tax revenue shall be paid into a designated fund to pay for municipal services in the MRF Project Area (the "**Municipal Services Revenue Fund**"):
 - i. The County's portion of any property tax remaining after MIDA is paid the property tax allocation, also defined as "dedicated tax collections" in the MIDA Act, collected from the MRF Project Area;
 - ii. A Municipal energy tax in the MRF Project Area authorized by the MIDA Act;
 - iii. A Transient room tax from the MRF Project Area authorized by the MIDA Act; and
 - iv. A Telecommunications tax from the MRF Project Area authorized

by the MIDA Act.

- v. The point-of-sale portion of the sales and use tax generated from the Marina West Property, the LON Property, and the North LON Property, after the \$5 million is funded as described in Subsection 10(d)(i)(D) and to the extent the funds are not needed to fund the TAR Bonds, as defined in Subsection 10(d)(i)(E).

Notwithstanding the foregoing, the taxes listed above that are generated from the MRF shall not be included in the Municipal Services Revenue Fund but shall be included in the MWR Hotel Fund (defined below) as more fully set forth in Subsection 12(b) below.

- b. For providing the Municipal Services in the MRF Project Area, including the East Side, but subject to Subsection 5(i) above, MIDA shall remit all of the Municipal Services Revenue Fund to the County, less any amounts needed to pay for MIDA's administrative, overhead, legal, and other operating expenses attributable to the MRF Project Area (including, without limitation, amounts required by MIDA to pay for supplemental or substituted municipal services, including those acquired from third-parties, pursuant to Subsection 5(i) above).
 - i. MIDA shall remit such funds to the County within 30 calendar days of receipt of the funds.
 - ii. The County shall use the funds, as it determines in its sole discretion, to provide the Municipal Services in the MRF Project Area, including the East Side, and as otherwise allowed under applicable law. The County does not have to account to MIDA in how it is using Municipal Service Revenue Fund and is only subject to providing the Municipal Services, as provided in Section 5.
- c. If the County creates a new Service District to provide a service already provided by the County as part of the Municipal Services, the taxes, fees or costs charged by the new Service District to provide such services shall be offset as described in Subsection 5(c).
- d. If the County has provided notice of its decision to cease providing Municipal Services, as provided in Subsection 5(e), MIDA shall terminate any further payments to the County from the Municipal Services Revenue Fund after the effective date when the County's provision of the Municipal Services cease.

7. PERMITTING AND INSPECTION SERVICES.

- a. Pursuant to MIDA's Exclusive Authority, MIDA has the responsibility to provide for Permitting and Inspection Services. Utah law provides that fees charged for Permitting and Inspection Services shall be reasonably commensurate to the cost to provide the service.
 - b. MIDA may provide a fulltime administrator and support services to coordinate the Permitting and Inspection Services for the MRF Project Area. In addition to the standard fee charged for Permitting and Inspection Services, MIDA may add an administrative charge sufficient to pay for the fulltime administrator.
 - c. Pursuant to §63H-1-201(3)(q) of the MIDA Act, for any property in the East Side that is located within unincorporated Wasatch County, the County shall provide Permitting and Inspection Services using its own employees and/or third-party contractors. MIDA shall pay to the County the fees collected less the administrative surcharge. Without limiting the foregoing, for administrative convenience and coordination purposes, in lieu of MIDA directly collecting the fees, MIDA may designate the County as the place where an application for the Permitting and Inspection Services is to be submitted and related fees paid.
 - d. If MIDA determines, in its sole discretion, that any of the Permitting and Inspection Services are not being provided in a timely manner, MIDA may contract with a third party to provide the particular service in lieu of the County providing such Service. However, prior to contracting with the third party, MIDA shall give sixty (60) calendar days prior written notice to the County outlining the reason for the determination and allow the County an opportunity to cure the problem. If the County chooses to make changes to rectify the issue(s) identified by MIDA, within the 60-day time period the County shall provide a written response to MIDA with detailed changes and a reasonable timeline for such changes that the County will immediately implement if MIDA will withdraw the determination. If MIDA finds the proposed changes or timeline unsatisfactory it may proceed forward with contracting with a third party. During such 60-day notice period, MIDA may contract with any third party on a temporary basis until either the cure is effectuated by the County or MIDA exercises its right under the immediately foregoing sentence. Such third party will be selected only after consultation with the Conference Subcommittee defined in Section 22. If the County determines in its sole discretion, it is unable or unwilling to provide such services, the County may, upon 180 calendar days' written notice, decline to provide permitting and inspection services.
8. LAND USE APPROVALS. Pursuant to MIDA's Exclusive Authority, MIDA hereby designates the following applicable land use laws and administrative review

authorities within the East Side (which for all purposes hereof excludes the Marina West Property, the LON Property, and the Extell North LON Property):

- a. MIDA designates and authorizes the County as the land use authority in the East Side, specifically authorizing the County to utilize its Land Use and Development Code, as amended from time to time, including the JSPA code, without regard to whether the Wasatch County Land Use and Development Code is compliant with CLUDMA at the time it was adopted. MIDA hereby adopts, ratifies, and authorizes all of the County's land use decisions made on the East Side prior to the date of this Agreement, as if they had been made by MIDA.
- b. In the East Side, no approvals from MIDA shall be required, and the County shall be the final land use authority for all purposes, except the right of appeal to the MIDA Board, as provided below.
- c. Land use decisions made by the County, as provided under the Wasatch County Code, where all administrative remedies have been exhausted and the only action remaining is an appeal to district court are final land use decisions ("**County Final Land Use Decisions**"). County Final Land Use Decisions may be appealed to the MIDA Board, as provided herein, and then would go to the district court. Appeals of a County Final Land Use Decision shall be made to the MIDA Board pursuant to rules and procedures established by the MIDA Board. The appeal shall be filed in writing within 30 days of the date the County Final Land Use Decision is made, setting forth the reasons for the appeal and the alleged errors made by the County. Prior to the appeal being heard by the MIDA Board, the Conference Subcommittee shall review the appeal as provided in Section 22.
- d. The County shall indemnify and hold MIDA harmless, including for any attorney's fees, for any liability resulting from MIDA's approval of the County land use decisions and approvals described herein or made or issued after the date hereof. Except, if MIDA does not uphold a County Final Land Use Decision on appeal, then MIDA shall indemnify and hold the County harmless, including for any attorney's fees, for any liability to a third party from MIDA's decision.

9. INFRASTRUCTURE DEVELOPMENT.

- a. MIDA and the County agree to cooperate and coordinate with each other so that infrastructure improvements crossing between and/or intended to serve the East Side and the balance of the MRF Project Area and other areas of the County adjacent to the MRF Project Area

are designed and installed so as to work to the betterment of both areas. In the event of any disagreement between the County and MIDA over the location, scope, or other coordination details of such infrastructure improvements crossing between land in the East Side and land in the balance of the MRF Project Area or land adjacent to the MRF Project Area, the joint decision of the County Manager (with the advice and consent of the Wasatch County Council) and the MIDA Executive Director shall control.

b. The County agrees that it will require property owners in the East Side to:

i. Two (2) transportation portals providing vehicular connectivity under U.S. Highway 40 have been constructed by the Utah Department of Transportation, but developers within the MRF Project Area will be required to pay their pro rata share of the cost of the roads and related utilities connecting the east and west side of the portals to the applicable County roads (“**Portal Improvements**”) (after application of any public funding). MIDA may seek public funding or use some of the Development Fund, defined below, for some or all of the funding required to install or retire financing associated with the construction of the Portal Improvements, and the County shall cooperate with such efforts. The scope, funding and timing of the Portal Improvements and their installation shall be determined by MIDA, working in coordination with the County and UDOT, based on traffic demand generated within the MRF Project Area.

10. DEVELOPMENT FUND. Pursuant to the MIDA Act, MIDA shall receive funds to pay for, including financing or refinancing, the development of land within the MRF Project Area, ongoing operation of the MWR Hotel, MIDA expenses, and the cost of infrastructure and improvements, recreational resort facilities, and passenger ropeways within or outside the MRF Project Area, as allowed in the MIDA Act. The funds that are part of the Development Fund, described in Subsection 10(a) below, shall not include tax revenue generated from the MWR Hotel, which shall be governed by Section 12 or the Blue Ledge Parcel, which is already subject to a development agreement. (“**Development Fund**”).

a. Monies for the Development Fund will come from the:

i. 75% of the property tax allocation generated in the MRF Project Area in accordance with the MIDA Act for the 40-year period in which the property tax allocation may be collected (“**Tax Increment**”).

Period”);

- ii. point of sale portion of sales and use tax collected from the MRF Project Area, in accordance with the MIDA Act; and
 - iii. resort communities tax collected from the MRF Project Area, as authorized by the MIDA Act.
- b. Under the MIDA Act, MIDA may use the sales and use tax and the resort communities tax in either the Municipal Services Revenue Fund or the Development Fund. Both Parties agree that given the significant infrastructure costs associated with providing a high-quality development within the MRF Project Area, both taxes will be part of the Development Fund during the Tax Increment Period. Following the Tax Increment Period, the proceeds from such taxes may, if agreed by the MIDA Executive Director and the County Manager, be included in the Municipal Services Revenue Fund, and failing such agreement, shall be retained by MIDA as provided in the MIDA Act.
- c. Thirty percent (30%) of the contribution to the Development Fund generated from each property in the MRF Project Area shall be used, consistent with the MIDA Act, to the extent justified and approved by MIDA to assist the landowner in the development of infrastructure that will assist the landowner in the development of the landowner’s property.
- d. The remaining seventy percent (70%) of the contribution to the Development Fund shall be used to benefit the MRF Project Area and the surrounding JSPA, as follows:
 - i. The Parties agree that the Lewis Young Robertson & Burningham Inc. Study dated June 2016 (“**Study**”) was integral to the plan for the development of the MRF Project Area, including “Section V: Capital Projects and Prioritization.” Without changing the priorities listed below or the priorities for the West Side set forth in the West Side Agreement, the Parties also agree this Study needs to be updated due to changes in the property owners and their development plans in the MRF Project Area, updated timing and valuation of development within the MRF Project Area, and the cost of the improvements listed in the Study. Because the Development Fund is completely contingent on when and how the property owners develop their property, the Parties cannot guarantee when, or how much funding, if any, will be available for any of the priorities listed. Notwithstanding anything in the Study to the contrary, in order of priority, MIDA will fund the following improvements from Development Funds:

- (A) The acquisition and construction of the Jordanelle Parkway and related improvements from Development Funds generated from the East Side; then
- (B) \$2 million for the East Side frontage road improvements from and through the southern Portal Improvements to State Highway 319 and for the East Side frontage road to and from the northern Portal Improvements to the Jordanelle Parkway, from Development Funds generated from the East Side; then
- (C) \$8 million toward day skier and public parking located on the Recreation Parcels or on the West Side from Development Funds generated from the East Side, as determined by Extell; then
- (D) \$5 million from the Development Funds generated from the East Side to JMARA to develop, operate, and maintain the Recreation Fields and the Government Facility. The development costs for the Recreation Fields includes reimbursement to MIDA for its legal and study costs to do the environmental and real estate analysis for JMARA to take title and obtain environmental approvals for its development; then
- (E) MIDA issued the Tax Allocation Revenue Bonds Series 2021A-1 and A-2 ("**TAR Bonds**") for West Side improvements using pledged revenue from West Side Development Funds and MWR Hotel Funds. Only if the pledged revenues are insufficient to pay TAR Bonds debt service or are needed to replenish the debt service reserve fund, Development Funds from the East Side will be used; then
- (F) (i) MIDA's funds from the point of sale portion of the sales and use tax generated from Marina West Property, LON Property, and North LON Property shall be paid to the Municipal Services Revenue Fund for County use pursuant to Subsection 6(a)(v); (ii) if MIDA and the owner of the MW Development Parcels agree in writing, the 70% portion generated from the MW Development Parcels will be used by JMARA and the owner of the MW Development Parcels for the remediation and insurance relating to any existing environmental conditions on the Recreation Parcels and/or the MW Development Parcels, and for the development, operation and maintenance of parking and moderate income housing on such properties, and the resort communities tax

generated from the Marina West Property, the LON Property, and the North LON Property shall be paid to JMARA for the development, operation, and maintenance of the Recreation Fields and the Government Facility;; then

(G) Ski and four season recreational resort improvements in the West Side, including, but not limited to: passenger ropeways, gondolas, warming huts, and other ski systems and equipment; ski runs; snowmaking; skier parking and transit facilities and systems; ice skating central plant; environmental assessment and remediation; maintenance systems and facilities; transportation access on, to and from the West Side, including the remaining frontage roads for the Portal Improvements on the West Side not funded in Subsection (B) above; and related ancillary systems and facilities (collectively referred to herein as “**Mountain Improvements**”) all from Development Funds generated from the East Side and West Side; then

(H) East Side and West Side trails and recreational facilities.

- ii. MIDA shall, in its sole discretion, determine the timing and use of Development Funds generated from the East Side, together with all available Development Funds for Ski Related Improvements, generated from the East Side pursuant to Subsection (10)(d)(i)(E) through the development agreement and tax sharing agreement entered into between MIDA and BLXM, consistent with the MIDA Act. The determination as to whether a proposed improvement is a Ski Related Improvement shall be determined by MIDA in its sole discretion reasonably exercised.
- iii. Following MIDA’s use of the Development Funds as set forth in this Agreement, the County shall, in its sole discretion, determine the use of all remaining monies in the Development Fund generated from the properties within the MRF Project Area for any of the purposes identified above, consistent with the MIDA Act.
- iv. The County will identify the uses of the funds identified in Subsection (10)(d)(iii) and submit them to MIDA each year, and MIDA shall include them within the MRF Project Area budget adopted each year pursuant to §63H-I-405 of the MIDA Act (“**Development Fund Budget**”).

- v. Annually, MIDA, in consultation with the County, shall include in its Development Fund Budget the estimates of the costs associated with the improvements described above and the budget year in which they may be needed. MIDA may financially support a Ski Related Improvements that is ready to be funded in a given budget year, even before a higher priority improvement is funded if the financial projections show that funding for the higher priority improvement will be available in the budget year in which it is required.
 - e. Pursuant to §63H-1-502(l)(e) of the MIDA Act, the MIDA Board finds that all of the infrastructure and improvements to be constructed in the MRF Project Area or JSPA, which benefits the MRF Project Area, and the passenger ropeways to be constructed on the West Side where at least one end is located within the West Side, are of benefit to the MRF Project Area and this finding is adopted by the resolution approving this Agreement.
 - f. MIDA finds that the use of the 70% portion of the Development Fund to pay for infrastructure and improvements and/or passenger ropeways will be of benefit to the military that use the MRF because they will be able to use the facilities in the MRF Project Area.
 - g. MIDA is considering issuing bonds to pay for the financing of the publicly owned infrastructure and improvements. Neither the County, nor any of its political subdivisions, including any of the Service Districts, shall have any obligation to issue bonds for infrastructure or improvements within the JSPA or the MRF Project Area.
 - h. For purposes of § 63H-1-501(2) of the MIDA Act, to begin and calculate the property tax allocation designated by MIDA resolution for any specific parcel of property within the MRF Project Area, if MIDA delegates to the County the responsibility to do building permit inspections with respect to a given parcel pursuant to Section 7, MIDA also designates the County as the entity to issue any certificate of occupancy required for any improvements on that parcel.
- 11. MIDA EXPENSES. In addition to other revenues sources or funds MIDA may have, the MIDA Act allows MIDA expenses to be taken from either the Municipal Services Revenue Fund or the Development Fund or both. However, the Parties agree that, only if needed, as reasonably determined by MIDA, MIDA expenses shall be paid from the Municipal Services Revenue Fund.
 - 12. DEVELOPMENT AND OPERATION OF THE MRF.

- a. Pursuant to the MIDA Act, MIDA imposed the 15% MIDA Accommodations Tax on the MWR Hotel. Pursuant to §63H-1-205(11) of the MIDA Act, for as long as the tax is in place and provided further that the County has a transient room tax in place at the time the MIDA Accommodations tax is imposed, MIDA shall pay 13.333% of the MIDA Accommodations Tax to the County for the County's general operations and administrative expenses, and MIDA shall retain 86.667% of the MIDA Accommodations Tax for itself. The County does not need to account to MIDA for the County's use of the portion of the MIDA Accommodations Tax paid to the County pursuant to this Subsection. In addition to the portion of the MIDA Accommodations Tax retained by MIDA pursuant to Subsection 12(a) above, property tax allocation funds and other the taxes and payments listed in §63H-1-502(3) of the MIDA Act that are generated from the MWR Hotel shall not be a part of either the Development Fund or the Municipal Services Revenue Fund and may be used by MIDA to fund the construction and/or operation of the MWR Hotel and MIDA's general operations and administrative expenses ("**MWR Hotel Funds**").
 - b. MIDA's primary purpose for creating the MRF Project Area is to assist in the development and operation of the MRF. In the event that the MWR Hotel Funds controlled by MIDA are insufficient to meet the reasonable financial needs for the development and operation of the MRF, MIDA may, upon written notice to the County specifying the use and amount of the funds so requested, utilize additional funds for such purpose from the Development Fund so long as the additional funds requested by MIDA for the development and operation of the MRF shall not exceed 50% of the annual contribution to the Development Fund from the additional point of sale portion of the sales and use tax authorized by the MIDA Act and the resort communities tax authorized by the MIDA Act.
- 13. NO SEPARATE ENTITY CREATED. No separate legal entity is created by the terms of this Agreement. There shall be no real or personal property jointly acquired by the Parties as a result of this Agreement.
 - 14. NO THIRD-PARTY BENEFICIARIES. This Agreement and the covenants, promises, obligations and responsibilities contained herein are intended solely to establish the obligations and benefits of the respective Parties hereto. No third-party may enforce the terms of this Agreement or rely on this Agreement in any action against either of the Parties. MIDA will enter into a development agreement and a tax sharing agreement with BLXM which will provide BLXM certain rights and benefits described in this Agreement.
 - 15. PARTIES AS GOVERNMENTAL ENTITIES. Both Parties are governmental entities subject to the provisions of the Utah Governmental Immunity Act and the substantive and procedural protections thereof. By execution of this Agreement,

neither Party waives any of the substantive or procedural defenses or protections of the Act including specifically without reservation the limitations on actions and the limitations on judgments contained therein.

16. GENERAL INDEMNITY. Subject to the provisions of this Section, each Party agrees to indemnify, release, hold harmless and defend the other party hereto from all claims, damages, liabilities, and judgments for injury to persons, loss of life, or damage to property occurring because of the negligent acts or omissions of the indemnifying Party, its officers, or employees in connection with this Agreement.
17. INTERLOCAL ACT REQUIREMENTS.
 - a. This Agreement shall be authorized by resolution or ordinance of the legislative body of each Party, pursuant to §11-13-202.5(l)(b) of the Interlocal Corporation Act;
 - b. The resolution or ordinance of a Party's legislative body approving this Agreement shall specify the effective date of this Agreement, pursuant to §11-13-202.5(2) of the Interlocal Corporation Act; and
 - c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to §11-13-209 of the Interlocal Corporation Act.
18. CONTRACT REPRESENTATIVE.
 - a. Each Party agrees to designate a contract representative responsible for matters involving contract interpretation and performance during the term of the Agreement. The initial contract representatives shall be:
 - i. For MIDA, the Executive Director, who is currently Paul Morris.
 - ii. For the County, the County Manager, who is currently Dustin Grabau.
 - iii. The Parties agree to provide notice to the other Party of any change in designated contract representative prior to the effective date of the transfer of responsibilities.
 - d. The Parties agree that the representatives may implement and clarify this Agreement through Memorandum's of Understanding ("**MOUs**"), including but not limited to, the mechanism for the County to fund \$4.5 million towards costs of the West Side frontage road currently under construction on the West Side from Transportation Impact Fees paid to the County and not from the Development Fund, MWR Hotel Fund, or other funds available to MIDA, any public infrastructure district, or Extell.
19. NOTICE. Whenever a Party is required to give notice under this Agreement, it shall be given in writing by depositing it, postage pre-paid, with the U.S. Postal Service

addressed to the other Party as follows:

a. If to MIDA: Military Installation Development Authority
Attention: Executive Director
450 Simmons Way, No. 400
Kaysville, UT 84037-6722

With a copy to: Richard Catten
Attention: Counsel P.O. Box
9805
Millcreek, UT 84109

b. If to the County: Wasatch County Manager
25 North Main
Heber City, UT 84032

With a copy to: Wasatch County Attorney
805 West 100 South
Heber City, UT 84032

The Parties may change the person or address where notice is given by providing written notice to the other Party.

20. AMENDMENT. The terms of this Agreement may be modified or amended at any time through execution by the Parties of a written amendment hereto. Any amendment of the Agreement shall specify the changes hereto and the effective date(s) of the changes.
21. WHOLE AGREEMENT. This Agreement, including the Exhibits hereto (which are hereby incorporated herein by reference), contains the entire agreement between the Parties, and as of the Effective Date and in companion with the West Side Agreement, entirely supersedes and replaces the Original Agreement. All promises, representations, understandings, warranties, inducements and agreements with respect to the matters described in this Agreement have been expressed herein. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect. Any terms not specifically defined herein but defined in the MIDA Act shall have the meanings set forth in the MIDA Act.
22. AGREEMENT TO MEET AND CONFER—CONFERENCE SUBCOMMITTEE. Prior to either Party filing any legal action in a court of competent jurisdiction, it shall provide written notice to the other Party of its concerns. The Parties agree that the concerns shall be reviewed by a subcommittee consisting of the chair and vice-chair of each Party or their designees and the MIDA Board member who is appointed by the governor to represent the MRF Project Area (“**Conference Subcommittee**”). In addition, if the MIDA has any concerns regarding the County’s land use decisions

on the East Side it may request in writing a meeting of the Conference Subcommittee to discuss the matter. Further, if an appeal from the East Side of a County Final Land Use Decision is made to MIDA, as provided in Section 8, the Conference Subcommittee shall review the appeal before it is heard by the MIDA Board. Any such request and review shall not delay any land use decisions or actions. The members of the Conference Subcommittee shall meet promptly to discuss the matter. Any decision or recommendation made by the Conference Committee is nonbinding on the Parties.

23. TERMINATION. Except for the indemnification provisions which shall survive termination, this Agreement shall automatically terminate and be of no force and effect with respect to, but only with respect to, any portion of the East Side that is annexed or incorporated into a municipality.

IN WITNESS WHEREOF, the Parties have signed this Agreement effective as specified above.

[signature pages follow]

Military Installation Development Authority

Paul Morris
Executive Director

ATTEST:

MIDA Staff

Approved as to

Form:

Richard Catten
Counsel

Wasatch County

Name: _____
Title: _____

ATTEST:

County Clerk

Approved as to

Form:

Scott Sweat
County Attorney

Exhibit A

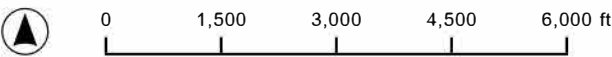
To

East Side Interlocal Cooperation Agreement

Map of MRF Project Area; East Side; and Identification of East Side Parcels

Exhibit A

PROJECT AREA PLAN - PART 7
REVISED: MARCH 1, 2023



LEGEND

CONSENT AREAS

MRF Project Area Wasatch County Consent

MRF Project Area Hideout Consent

MRF PROJECT AREA

Part 1 (Sep. 19, 2012)

Part 2 (Dec. 26, 2018)

Part 3 (Oct. 2, 2019)

Part 4 (Oct. 23, 2019)

Part 5 (Dec. 1, 2020)

Part 6 (Dec. 15, 2022)

Part 7 (Pending)

