

TOOELE COUNTY CORPORATON
CONTRACT # 18-10-07

SKYWALK PUD
DEVELOPMENT
AGREEMENT
TOOELE COUNTY

**DEVELOPMENT AGREEMENT
FOR SKYWALK DEVELOPMENT LC
SKYWALK PUD**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of 30th day of Oct, 2018, by and between TOOELE COUNTY, UTAH, a political subdivision of the State of Utah ("the County"), and SKYWALK DEVELOPMENT LC., a Utah Limited Liability Company ("the Developer").

RECITALS

- A. The County is a political subdivision of the State of Utah under the provisions of Sections 17-1-3 and 17-1-26, Utah Code Annotated.
- B. The Developer owns or has the right to purchase approximately 246.64 acres of real property for the purpose of developing a real estate project, said property being more particularly described in EXHIBIT "A" attached hereto (the "Property").
- C. The Property is located in an unincorporated portion of the County currently zoned A-20 under the Tooele County Zoning Ordinance.
- D. The PUD is to be developed as a master planned community currently known as Skywalk (the "Project"), and the Developer has incurred and will incur substantial expenditures in furtherance thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals above and objectives and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and the County, intending to be legally bound, hereby mutually agree as follows:

1. Recitals & Public Policies. The above-stated Recitals and Public Policies are incorporated herein and made a part of this Agreement.
2. Effective Date. This Agreement shall become effective on the date it is recorded in the Tooele County Recorder's Office after being executed by Developer and the County (the "Effective Date").
3. Affected Property. The Property that is the subject of this Agreement is described in

the legal descriptions attached hereto as Exhibit "A." This Agreement shall be recorded against the Property.

4. Developer Dedication. In connection with the development of the Project, Developer shall construct and dedicate to the County all public improvements that are reasonably necessary for the Project in accordance with the County Code. Except as otherwise provided in Section 7 below (regarding sewer and water systems) or in a separate improvement/reimbursement agreement, Developer shall be entitled to fair reimbursement or compensation (through impact fee credits or otherwise) for conveyances or dedications relating to "system improvements" as opposed to "project improvements" as such terms are defined under state law.

5. Phased Development. The Project will be developed in a logical sequence as determined by the Developer. Each phase of the development shall comply with the reasonable conditions of approval consistent with the County Code and state law.

6. Zoning Changes. Zoning changes, shown in Exhibit C and further detailed in the PUD Concept Plan, shall take effect in time for each plat approval.

7. Conditions of Approval. In exchange for the PUD zoning changes, Developer shall design and construct sewer and water system facilities, or extensions thereof, having the design, location, and capacities reasonably approved by the County. The County shall have no obligation to pay for any portion of the costs of Skywalk facilities. The County or other groups may choose to participate in system extensions outside of Skywalk facilities, and if so, they may participate in portions of certain costs or in reimbursements. No certificates of occupancy will be issued for the Project unless and until these improvements, and all other improvements required by the County Code, have been installed by Developer and accepted by the County. Nothing in this Section 7 shall be construed to prevent or prohibit Developer from collecting reimbursements from other property owners or developers who connect to or otherwise make use of the sewer and water system facilities constructed by Developer.

8. Approvals. Any approval required by this Agreement shall not be unreasonably withheld or delayed and shall be made in accordance with applicable procedures set forth in the County Code, including, without limitation, timely approval of the Applications submitted by Developer to obtain the necessary zoning/plat approvals to secure the Density rights set forth in this Agreement as well as the County's completion of the road bordering the subdivision on the south.

9. Amenities. Developer shall construct and improve the park(s) or other recreational amenities reasonably required by the County within the Project.

10. Maintenance. Prior to the sale of any lot in the Project, Developer shall create a Home Owners Association which shall be responsible for the maintenance of the common/open spaces in the development.

11. Improvements; Plats/Phases.

a. At the time of plat recordation for each phase, the Developer and/or Owner of the subject phase shall be responsible for the installation and dedication to the County of all onsite and offsite sewer, storm drainage, and road improvements sufficient for the development of the portion of the property depicted on the plat in accordance with the County regulations.

b. All roadways within the Property shall be public roadways, which shall be constructed in accordance with the applicable County ordinances and regulations, and the approved construction drawings.

c. The County shall provide all public services to the Property (including, without limitation, storm drain, road maintenance, snow removal, etc.) and maintain the related improvements, including roads, that are specifically intended to be public upon dedication to the County and acceptance in writing by the County at the end of the warranty period, so long as the improvements meet the standards set forth in the County Code for public improvements. The County shall provide all such municipal services to the Property at the same levels of service, and on the same terms and rates, as provide to other residents and properties in the County.

d. If this property is ever annexed or incorporated, all parks and rec areas will be deeded to that entity and maintenance will become responsibility of that entity.

12. Performance and Warranty Bonds. For any improvements required to be installed pursuant to this Agreement and/or County regulations, the Owner(s) and/or Developers of the subject phase/plat shall be required to satisfy the generally-applicable requirements regarding improvement assurances and warranty bonds as set forth in the County Code.

13. Title - Easement for Improvements. The County Engineer shall approve the alignment of all roads and utility lines and shall approve all descriptions of land, rights of way, and easements to be dedicated and conveyed to the County. The Owner of the subject phase of development shall acquire and provide to the County, for review and approval, a title report from a qualified title insurance company covering such land, rights of way, and easements for each phase.

14. Fees. The County may charge reasonable and customary fees that are generally applicable to developments in the County, including but not limited to subdivision, site plan, and building permit review fees, connection fees, impact fees, service charges and fees and assessments.

15. Plat Approval. As Plans are approved, the owner of the subject phase/plat shall be required to record a Final Plat with the Tooele County Recorder, pay all recording fees, and comply with all applicable County regulations regarding such phase/plat. Upon recording the Final Plat, the owner of the subject phase/plat may proceed to develop and construct the subject phase/plat.

16. Termination of Agreement. The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until the earlier of the following events: (i) certificates of occupancy have been issued for all dwelling units to be

constructed in the Project, or (ii) ten (10) years from the date on which this Agreement is recorded with the Tooele County Recorder's Office; provided, however, that if Developer is not in breach of any material provisions of this Agreement when said 10-year period expires, and any portions of the Project have not been completely built-out, then this Agreement shall automatically be extended for an additional period of five (5) years. When public improvements have been constructed and accepted by County (after expiration of applicable warranty periods), the subject Owner/Developer shall be released from and have no continuing obligations with respect to such improvements.

17. Multiple Owners; Successors and Assigns.

a. Multiple Owners. Different portions of the Property may be owned by different persons or entities now or in the future ("Owners"). At the time each phase is developed, the Owner(s) of each such phase shall be responsible for satisfying all requirements applicable to such phase (including, without limitation, the requirements of this Agreement and the County Code), and the owner(s) of other portions of the Project shall not be held responsible for satisfying such requirements. No owner shall be liable or responsible for the actions, breaches, or defaults of a different owner.

b. Successors and Assigns. This Agreement shall be binding on the successors and assigns of Developer and future owners with respect to the portion of the Project they own. If any portion of the Property is transferred ("Transfer") to a third party ("Transferee"), the transferor and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer, the transferor provides to County a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to County prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developer or Owner under this Agreement and the transferor shall be released from any further obligations under this Agreement as to the transferred property. In all events, this Agreement shall run with and benefit the Property.

18. Individual Lot or Unit Sales. Notwithstanding the provisions of the preceding paragraph, a transfer by Developer or a builder of a lot or residential dwelling located on the Property within a County-approved and recorded plat shall not be deemed a Transfer as set forth above so long as the obligations of the Developer/Owner with respect to such lot or dwelling unit have been completed. In such event, the subject Developer/Owner shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.

19. Default.

a. Events of Default. Upon the happening of one or more of the following events or conditions the subject Owner, Developer or County, as applicable, shall be in default ("Default") under this Agreement:

- i. a warranty, representation, or statement made or furnished by an

Owner or Developer under this Agreement, or an exhibit is intentionally false or misleading in any material respect when it was made;

ii. a determination by County made upon the basis of substantial evidence that Developer or Owner has not complied in good faith with one or more of the material terms or conditions of this Agreement; or

iii. any other event, condition, act, or omission, by any Party that violates the terms of, or materially interferes with, the intent and objectives of this Agreement.

b. Procedure Upon Default.

i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty (30) days written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default within such thirty-day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in subsection (c) below. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.

ii. Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.

c. Breach of Agreement. Upon Default as set forth in this Section, County may declare the subject Owner to be in breach of this Agreement and County, until the breach has been cured by the subject Owner, may do any of the following: (i) refuse to process or approve any application for subdivision or site plan approval regarding the Project; or (ii) refuse to approve or to issue any additional building permits or certificates of occupancy for any building within the Project. In addition to such remedies, the non- defaulting party (County or Developer/Owner --as the case may be) may pursue specific performance. Furthermore, either the County or Developer (in the case of a default by the County) may pursue whatever additional remedies it may have at law or in equity, including, without limitation, monetary damages.

20. Vested Rights. To the maximum extent permissible under the laws of Utah and at equity, the County and Developer intend that this Agreement be construed to grant Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement and

the laws and ordinances that apply to the Property as of the effective date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and are in addition to those rights that exist under statute, common law and at equity. If the County adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinance(s). By electing to submit a development application under a new future ordinance, however, Developer will not be deemed to have waived its right to submit or process other development applications under the County ordinances that apply as of the effective date of this Agreement.

21. Reserved Legislative Powers. This Agreement shall not limit the future exercise of the police powers of the County to enact ordinances, standards, or rules regulating development or zoning. Nothing herein shall be construed to limit the ability of the County to exercise its police powers to enact zoning ordinances, so long as Developer's vested rights, as set forth in this Agreement, are honored to the fullest extent allowed by applicable law.

22. Entire Agreement. This Agreement shall supersede all prior agreements with respect to the development of the Property, and all prior agreements and understandings are merged, integrated, and superseded by this Agreement.

23. Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

- a. Exhibit A Skywalk Property Legal Description
- b. Exhibit B Skywalk Development Standards
- c. Exhibit C Skywalk Zoning Map
- d. Exhibit D Skywalk PUD Conceptual Plan Set

24. Federal and State Requirements. If any portion of the Property is located in areas with sensitive lands that are regulated by state and federal laws, development of that portion of the Property shall comply with all such regulations, which pertain to issues including but not limited to wetlands, sovereign lands, sensitive lands, historical preservation, flood plains, and high-water tables.

25. General Terms and Conditions.

a. Incorporation of Recitals. The Recitals contained in this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

b. Recording of Agreement. This Agreement shall be recorded at Developer's expense to put prospective purchasers or other interested parties on notice as to the terms and provisions

hereof. Developer shall be responsible for ensuring that this Agreement is recorded and shall not hold the County liable for failure to record.

c. Severability. Each and every provision of this Agreement shall be separate, severable, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.

d. Amendment of Agreement. This Agreement shall not be amended except in written form mutually agreed to and signed by both parties. No change shall be made to any provision of this Agreement or any condition set forth in any exhibit hereto unless this Agreement or exhibit are amended pursuant to a vote of the County Council taken with the same formality as the vote approving this Agreement.

e. Unlawful Exactions. By entering into this Agreement, Developer does not waive, but does hereby expressly reserve, the right to challenge any unlawful exactions (as defined by state law) that the County may seek to impose or require.

f. Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.

g. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed in counterpart form and delivered by facsimile or email (pdf format), then an original shall be provided to the other party within seven days.

26. Obligations Run With the Land. The agreements, rights and obligations contained in this Agreement shall: (i) inure to the benefit of the Parties; (ii) be binding upon the Parties and their respective successors, successors-in-title, heirs and assigns; and (iii) run with the Property.

27. Conditions of Development.

a. Permitted Uses. The following permitted uses have been approved in Concept Plans and may be conducted in the Skywalk PUD,

- Residential uses of all types on a range of lot sizes including: single family detached; single family attached; multifamily residential; town homes; loft apartments; residential units above ground floor retail, commercial, or office uses; and condominiums;
- Retail, service, office, hotel, restaurant, entertainment, and all other commercial uses as permitted;
- Mix of permitted uses (including office/commercial, office/residential, retail/residential) within individual structures;
- Storage, wholesale, business to business;
- Home-Occupation Permits following the provisions of the Tooele County Land Use Ordinance.

- Health-care facilities;
- Public facilities, such as schools, libraries, and civic buildings;
- Common areas, such as plazas, playgrounds, community gardens and trails
- Churches;
- Day-care facilities;
- Open space, including landscaped areas and areas in natural vegetation, golf courses, parks, recreational areas; and
- Other accessory uses which are ancillary to, and designed to serve, any of the foregoing uses.

b. Conditional Uses.

- i. The Skywalk PUD may include provisions for specific land uses identified as conditional uses. The addition of conditional uses in the approved Skywalk PUD shall require the approval of the Tooele County Commission, which approval may be established by development agreement. Conditional uses, if any, are subject to review and approval as set forth in Chapter 7 of the Tooele County Land Use Ordinance. Design standards for conditional uses shall be included with the applicable Project Specific Standards;
- ii. Industrial and manufacturing uses may be allowed as conditional uses, subject to planning commission and council approval. (Note: Industrial is a different and separate category, apart from Light Industrial.)

c. Prohibited Uses.

- Legal duplex, triplex or any other legal subdivision of the detached homes or townhouses;
- Parking lots that are visible from the street; any parking lot must be hidden by buildings, walks, landscaped berms and/or landscaping. (Parking lot entrances and exits need adequate visibility and should be designed properly and keep pedestrian, bicycle and vehicular traffic in mind.)
- Noxious emitters including breweries;
- Noise polluters;
- Prison, jail, youth or adult corrections facility, half-way house, or drug rehabilitation treatment center.
- Mental health residential treatment center.
- Homeless services, homeless resource center or homeless shelter.
- Sexually oriented businesses, adult bookstore, adult boutique, sexually oriented adult education, bars;
- Radioactive waste handlers, processors or transporters, or those including any acceptance or storage of radioactive waste on site;
- Slaughterhouse or feedlot.

28. Planning and approval process for development within the Skywalk PUD.

Development within the Skywalk PUD will require the following plans to be prepared and submitted for approval in accordance with these conditions of approval: Project Plans and/or subdivision and condominium plat approval as applicable. The planning and approval process and approving bodies

are summarized in the following table:

APPROVAL STEP	SCALE (AREA COVERED BY APPLICATION)	WHAT IS DESCRIBED IN PLAN	APPROVAL LEVEL
Project Plan/Subdivision Plat	Multiple phases of development. May, but is not required to include, master subdivision approval followed by phased subdivision plats.	Show major development parcel locations, open space system, and major infrastructure associated with roadways. Final plats indicate lot layouts and development regulations.	Planning Commission
Site Plan Approval	Individual sites within the development.	Final site development requirements.	Staff

29. Project plan/subdivision plat. Upon preliminary and final PUD approval for the Skywalk PUD, a Project Plan shall be submitted for review, together with a development agreement that outlines Project Specific Standards establishing in substantial detail the character and nature of the design of public and private improvements within the area covered by the applicable Project Plan (Project Specific Standards) for the applicable portion or phase of the PUD covered by the Project Plan. The purpose of the Project Plan is to allow for the creation and approval of a fully-integrated development plan for a specifically identified portion of the Skywalk PUD. A Project Plan may include vertical and horizontal mixtures of uses on one or more proposed lots, parcels or units located within the boundaries of the proposed Project Plan. Therefore, the Project Plan may identify a combination of proposed subdivisions, condominium projects, and/or site plans, one or more of which may be submitted concurrently for review and approval with the Project Plan. The Project Plan, and each Subdivision Plat or Condominium Project submitted in connection therewith or in furtherance thereof, shall be reviewed and approved by the County Staff prior to submittal of the Project Plan and associated development agreement to the Planning Commission for approval. Subdivision Plats (preliminary and final) shall be submitted and approved pursuant to the process and in accordance with the requirements set forth in Title 13, "Subdivisions," of the Tooele County Land Use Ordinance, and other applicable sections of the code. Application and approval of a preliminary or final subdivision plat may occur before submission of a Project Plan provided Project Specific Standards are submitted and approved contemporaneously with such subdivision plat application and approvals; and provided, further, that the Project Specific Standards and subdivision plat will ultimately be incorporated into an approved Project Plan and associated development agreement. The preliminary and final plats shall conform to the applicable preliminary and final PUD standards as well as all applicable Project Specific Standards, including any supplemental Project Specific Standards proposed and approved in connection with the applicable final plat.

30. Various Requirements (originating from Skywalk PUD Conditions of Approval).

1. Site plan review. Site plans may be reviewed concurrently with a Project Plan or Subdivision Plat. Any proposed commercial, office, industrial, multi-family residential, open space, parks, or institutional developments and alterations to existing developments shall be located on legal lots of record created by metes and bounds conveyance with the approval of the Staff or pursuant to subdivision or condominium plats and shall meet the site plan review requirements outlined by Staff. All Tooele County ordinances and requirements (which may include additional site-specific studies or reports, as necessary) shall be met in preparing site plan applications and in designing and constructing the development. Where applicable, building permits may not be obtained nor shall any site work be performed prior to site plan approval.
2. The applicable owners shall properly maintain all private areas of individual lots or parcels.
3. The specific requirements of section 31-11 shall be governed by the Project Specific Standards established pursuant to the requirements of these conditions of approval and may be modified as mutually agreeable and reasonable and appropriate pursuant to the terms of the applicable Project development agreement, except when annexed or incorporated.
4. All common area improvements including buildings, open space, recreational facilities, roads, fences, utilities, landscaping, walkways, street lights and signs not specifically dedicated to Tooele County or accepted for ownership or maintenance by Tooele County shall be perpetually maintained by the applicable owners or their agents through a special taxing district (existing or new), owners' association with power to assess and collect fees for maintenance or other assessment and maintenance mechanisms acceptable to the County Commission. Improvements for which Tooele County agrees to accept maintenance responsibility shall be reviewed by the applicable Tooele County service provider for compliance with adopted standards prior to approval.

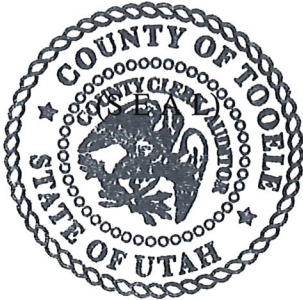
TOOELE COUNTY

Wade Bitner

WADE BITNER, CHAIRMAN
TOOELE COUNTY COMMISSION

ATTEST:

Marilyn K. Gillette
MARILYN GILLETTE, CLERK/AUDITOR



SKYWALK DEVELOPMENT LC

Jay Nielsen
NAME: *Jay Nielsen*
TITLE: *Manager*

STATE OF Utah
COUNTY OF Tooele

Sworn to (or affirmed) and subscribed before me
this 7 day of Dec, 2018 by Jay Nielsen
Holly L Shields Holly L Shields
Notary Public's Signature Notary Name
Personally Known OR
Type of Identification Produced X

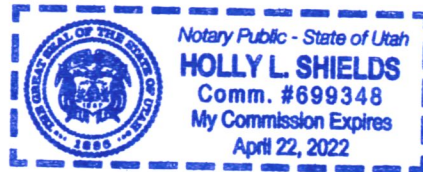


Exhibit A

Skywalk PUD Boundary Legal Description

Beginning at the South $\frac{1}{4}$ corner of section 25, Township 2 South, Range 2 West, Salt Lake Base & Meridian; Thence N. $0^{\circ}07'49''$ E. along the $\frac{1}{4}$ section line 1448.81 feet; thence S. $89^{\circ}30'55''$ W. parallel to the south section line 2662.77 feet to the west section line; thence N. $0^{\circ}53'00''$ w. along the west section line 748.05 feet; thence n. $53^{\circ}40'45''$ e. 3207.08 feet; thence n. $0^{\circ}07'49''$ e. 33.32 feet; thence n. $87^{\circ}39'18''$ e. 181.10 feet; thence n. $56^{\circ}16'00''$ e. 1350.00 feet; thence south 749.69 feet; thence east 27.30 feet; thence s. $0^{\circ}02'38''$ e. 1321.78 feet; thence n. $89^{\circ}37'31''$ e. 339.41 feet; thence south 2642.92 feet to the south section line; thence s. $89^{\circ}30'55''$ w. along said section line 1680.45 feet to the point of beginning.

Note 1:

Legal description from survey completed by [Region Engineering & Surveying](#) in 2018.

Note 2:

As per PUD Concept Plan approvals, part of the adjacent LDS Church farm has PUD Concept approval for a church/school property.

Exhibit B

Skwalk Development Standards

Originating from Skywalk PUD Conditions of Approval

(A) Open Space and Common Areas.

Open Space includes parks, trails, natural areas, wildlife refuges, nature preserves, community gardens or farmland, which is established to provide recreational use and preserve recreational, agricultural, native vegetation, or other similar uses in the Skywalk PUD as approved by the Planning Commission. Common areas include landscaped areas (which may include landscaping around schools, colleges, and other civic buildings, as deemed appropriate by the County (Staff, Planning Commission, or County Commission), athletic fields, gathering places such as plazas, commons, exterior courtyards, public recreational facilities, landscaped medians or park strips that exceed Tooele County standards, but do not include areas contained within a typical public street cross section. The applicable preliminary and final PUD standards and Project Specific Standards shall govern the use and character of the open spaces and common areas. The Skywalk PUD shall contain a minimum of 25 percent of the gross acreage in a combination of common areas and open space, of which 15% of the gross acreage shall be open space. These areas shall be designated in the applicable Project Plan and separately identified on any applicable final plat of subdivision or site plan. Open Space recorded as a lot or lots in subdivisions or as common area in condominium plats and shall be maintained with open space or conservation easements or such other arrangement as is approved by the Planning Commission in connection with Project Plan or subdivision or condominium approval.

(B) Yard requirements.

Yard requirements shall be determined and governed by the applicable Project Specific Standards established pursuant to the requirements of these conditions of approval. The following minimum requirements shall apply in the Skywalk PUD.

1. Minimum yard areas shall be measured from the front, side and rear lines of lots, condominium private ownership yard areas (where building footprint is not recorded) or from accesses, driveways, or streets (where no property lines or private ownership yard areas exist).
2. Buildings may not be located within a public right of way or utility easement.

(C) Fencing, screening, clear vision.

Fencing, screening and clear vision requirements shall be determined and governed by the applicable Project Specific Standards established pursuant to the requirements of these conditions of approval. The following requirements shall apply in the Skywalk PUD.

1. All mechanical equipment, antennas, loading and utility areas, and trash receptacles shall be screened from view with architectural features or walls consistent with materials used in the associated buildings as more specifically set forth in the applicable Project Specific Standards.

2. Fences and landscape materials, except for mature trees which are pruned at least 7 feet above the ground, shall not exceed 2 feet in height within a 10-foot triangular area formed by the edge of a driveway and the street right-of-way line or within a 30-foot triangular area formed by the right-of-way lines of intersecting streets.

(D) Architectural standards.

Architectural requirements shall be determined and governed by the Project Specific Standards established pursuant to the requirements of these conditions of approval. The following architectural standards and requirements shall apply in the Skywalk PUD.

1. Architectural design of buildings and building materials shall be established in the Project Specific Standards.
2. All building materials shall be high quality, durable, and low maintenance.
3. The applicable Project Specific Standards shall address exterior relief of buildings, design of all sides of buildings, and architectural compatibility of buildings.

(E) Landscaping requirements.

Landscaping requirements shall be determined and governed by the applicable Project Specific Standards established pursuant to the requirements of these conditions of approval. The following landscaping requirements shall apply in the Skywalk PUD.

1. The applicable Project Specific Standards shall address the landscaping and proper maintenance of required front, side, and rear yards of lots and private ownership areas in the Skywalk PUD.
2. All areas of lots and parcels in the Skywalk PUD not designated for open space, parking, buildings, or other hard surfacing shall be landscaped and properly maintained. Designated open space shall remain in a natural condition, cultivated or landscaped, and properly maintained in accordance with the Project Specific Standards.
3. All park strips and public right-of-way areas in the Skywalk PUD shall be landscaped and properly irrigated and maintained by the applicable property owners in the Skywalk PUD unless otherwise approved by the County Commission, unless area is annexed or incorporated. All park strip areas shall be installed by the developer and properly maintained by the applicable owners in the Skywalk PUD. A plan for funding of on-going maintenance of street landscaping by the property owners shall be presented for approval by Staff at the time of site plan approval.

(F) Lighting.

Lighting requirements shall be determined and governed by the Project Specific Standards established pursuant to the requirements of these conditions of approval.

(G) Environmental Design.

To promote innovative stormwater management with an emphasis on the usage of practices that use or mimic natural processes that result in the infiltration, evapotranspiration or use of stormwater in order to protect water quality and associated aquatic habitat, Tooele County encourages the incorporation of Low-Impact Development (LID), as appropriate.

(G) Other requirements.

The following requirements shall apply in the Skywalk PUD.

1. All developments shall be graded according to Tooele County's engineering and building requirements to provide adequate drainage, and shall include necessary observations and reports performed by a licensed professional (with applicable fees paid for by the applicant or developer) to verify adequate grading and drainage as built. Buildings shall be equipped with facilities for the discharge of all roof drainage onto the subject lot or parcel.

2. The applicable owners shall properly maintain all private areas of individual lots or parcels.
3. The specific requirements of section 31-11 shall be governed by the Project Specific Standards established pursuant to the requirements of these conditions of approval and may be modified as the County Commission deems appropriate pursuant to the terms of the applicable Project development agreement.
4. All common area improvements including buildings, open space, recreational facilities, roads, fences, utilities, landscaping, walkways, street lights and signs not specifically dedicated to Tooele County or accepted for ownership or maintenance by Tooele County shall be perpetually maintained by the applicable owners or their agents through a special taxing district (existing or new), owners' association with power to assess and collect fees for maintenance or other assessment and maintenance mechanisms acceptable to the County Commission. Improvements for which Tooele County agrees to accept maintenance responsibility shall be reviewed by the applicable Tooele County service provider for compliance with adopted standards prior to approval.

Exhibit C

Skywalk Zoning Map

Exhibit D

Skywalk Concept Plan Set

General Notes

- SR-D RESIDENTIAL DETACHED
- SR-A RESIDENTIAL ATTACHED
- SR-M RESIDENTIAL MIXED USE
- SR-H RESIDENTIAL MIXED-USE HIGH DENSITY
- SO-T TRAIL SYSTEM
- SC-M NON-RESIDENTIAL MIXED USE
- SC-S STORAGE, WAREHOUSING, DISTRIBUTION, BUSINESS TO BUSINESS COMMERCIAL
- SC-C CIVIC AND EDUCATIONAL
- SC-U UTILITY
- SC-E OPEN SPACE WITH EASEMENT
- SC-M OPEN SPACE - NATURAL
- SC-P OPEN SPACE AND PARKS

NOTE: SEE SHEET V100 FOR AREA TABLES

Site Sheets Key Map

1 PRE-APPLICATION CONF. 9/19/17
 2 CONCEPTUAL SET 3/1/18
 3 PRELIMINARY SET 4/4/18
 4 ZONING SET 10/5/18

File Name and Address
 DEVELOPER:
 EXPERIENCE COUNTS LLC
 1000 S. 1000 W.
 SKYWALK DEVELOPMENT LC
 PLAIN SET CONSTRUCTION LC
 PO BOX 310 UT 84105

Project Name and Address
 SKYWALK
 RICHARDS DAIRY AND PALMER RD
 EXTENSION
 BLAKE, GARFIELD COUNTY
 UT 84074

Project: ZONING - S. EAST
Sheet: V110
Date: 10/26/2018
Scale: 1" = 50'-0"



General Notes

- SRD RESIDENTIAL DETACHED
- SRM RESIDENTIAL ATTACHED
- SRM RESIDENTIAL MIXED-USE
- SRM RESIDENTIAL MIXED-USE HIGH DENSITY
- SOT TRAIL SYSTEM
- SCM NON-RESIDENTIAL MIXED-USE
- SCS STORAGE, WAREHOUSING, DISTRIBUTION, BUSINESS TO BUSINESS COMMERCIAL
- SCC CIVIC AND EDUCATIONAL
- SCU UTILITY
- SOE OPEN SPACE WITH EASEMENT
- SOA OPEN SPACE - NATURAL
- SOA OPEN SPACE AND PARKS

Sheet Index

- V100 - ZONING PLAN - NORTHEAST
- V101 - ZONING PLAN - NORTH CENTRAL
- V102 - ZONING PLAN - NORTH WEST
- V103 - ZONING PLAN - CENTRAL
- V104 - ZONING PLAN - WEST
- V105 - ZONING PLAN - WEST
- V106 - ZONING PLAN - SOUTH CENTRAL
- V107 - ZONING PLAN - SOUTH WEST
- V108 - ZONING PLAN - SOUTHWEST
- V109 - ZONING PLAN - SOUTHEAST
- V110 - ZONING TABLES AND SCHEDULES

Site Sheets Key Map

No.	Revision/Issue	Date
1	PRE-APPLICATION CONF.	8/19/17
2	CONCEPTUAL SET	9/1/18
3	PRELIMINARY SET	4/4/18
4	ZONING SET	10/6/18

Plan Name and Address

DEVELOPER:
EXPERIENCE COUNTYS LLC
SKYWALK DEVELOPMENT LC
PO BOX, SLC UT 84165

Project Name and Address

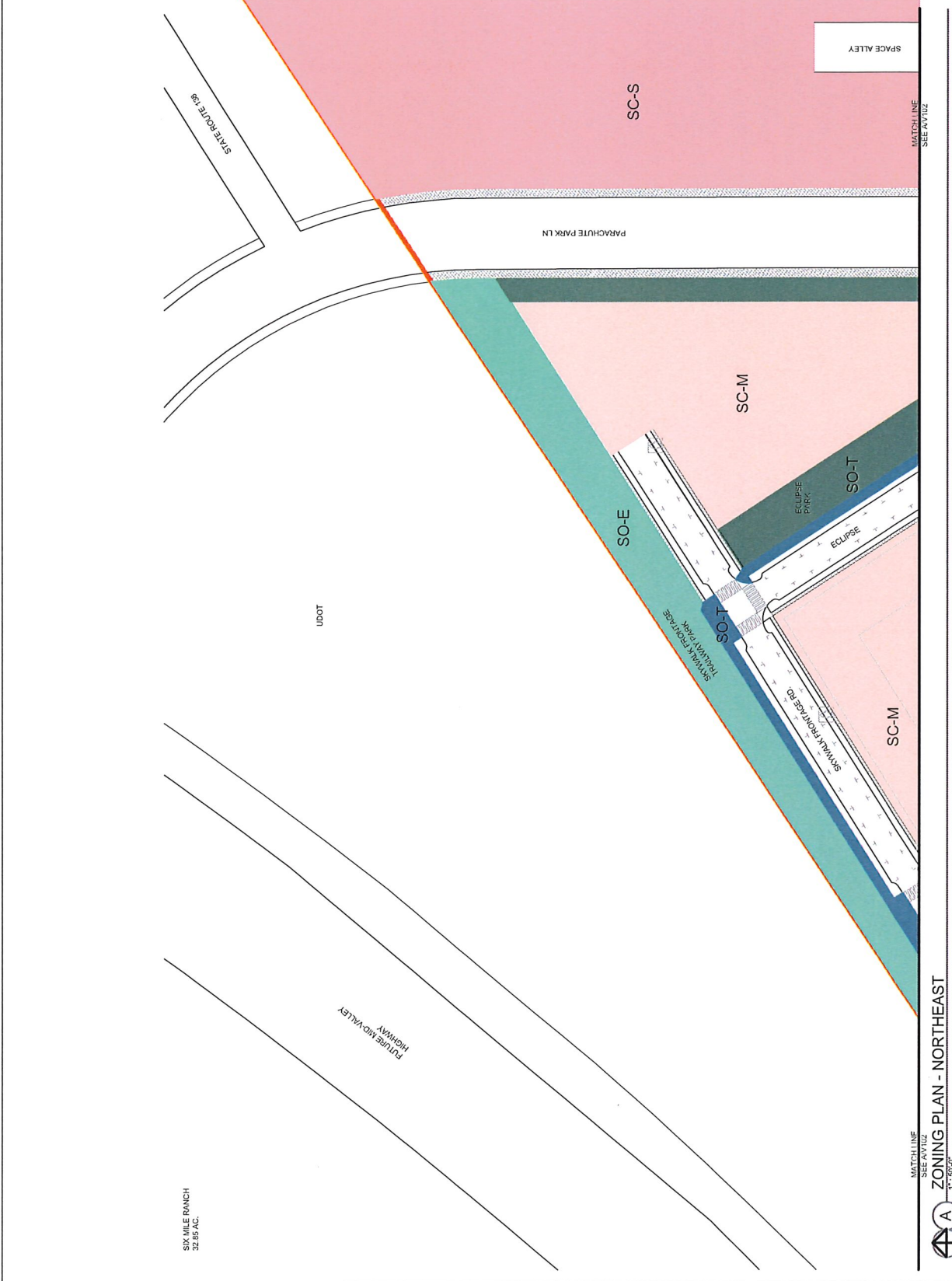
SKYWALK
RICHARDS DAIRY AND PALMER RD
EXTENSION
KANE, GARFIELD COUNTY
UTAH 84074

Project
ZONING - N. EAST

Sheet
V100

Date
10/25/2018

Scale
1" = 50'-0"



MATCHLINE
SEE V102

A

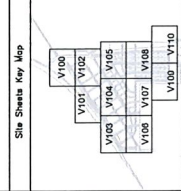
ZONING PLAN - NORTHEAST

1" = 50'-0"

General Notes

- SR-D RESIDENTIAL DETACHED
- SR-A RESIDENTIAL ATTACHED
- SR-M RESIDENTIAL MIXED-USE
- SR-H RESIDENTIAL MIXED-USE HIGH DENSITY
- SO-T TRAIL SYSTEM
- SO-M NON-RESIDENTIAL MIXED-USE
- SO-S STORAGE, WAREHOUSING, BUSINESS TO BUSINESS COMMERCIAL
- SO-C CIVIC AND EDUCATIONAL
- SO-U UTILITY
- SO-E OPENSPACE WITH EASEMENT
- SO-N OPENSPACE - NATURAL
- SO-P OPENSPACE AND PARKS

NOTE: SEE SHEET V000 FOR AREA TABLES.

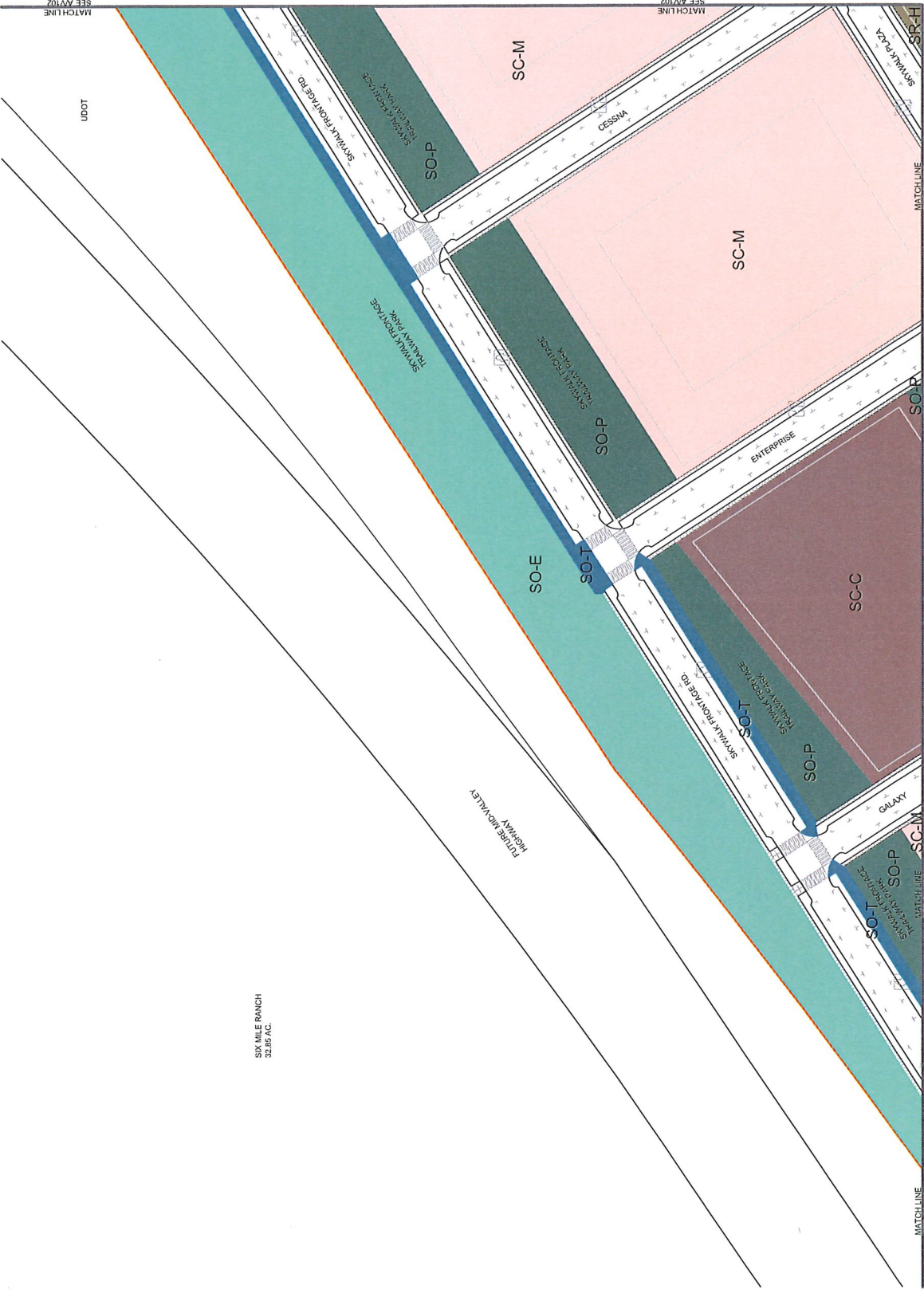


No.	Revision/Issue	Date
1	PRE-APPLICATION CONF.	09/19/17
2	CONCEPTUAL SET	03/17/18
3	PRELIMINARY SET	04/01/18
4	ZONING SET	10/07/18

Preparer Name and Address:
 DEVELOPER: SKYWALK COUNTYS, LLC
 SKYWALK UTAH, LLC
 SKYWALK DEVELOPMENT LC
 PLAN SET:
 WADE CONSTRUCTION LC
 PO BOX, SLC UT 84165

Project Name and Address:
 SKYWALK
 RICHARDS DAIRY AND PALMER RD
 KIRKLAND UT
 ERIC TOOLE COUNTY
 UTAH 84074

Project:	ZONING - N. CENTRAL
Sheet:	V101
Date:	10/07/2018
Scale:	1" = 50'-0"



SKYWALK RANCH
 32.85 AC.

ZONING PLAN - NORTH CENTRAL
 1" = 50'-0"

General Notes	
	SR-C RESIDENTIAL DETACHED
	SR-A RESIDENTIAL ATTACHED
	SR-M RESIDENTIAL MIXED-USE
	SR-H RESIDENTIAL MIXED-USE HIGH DENSITY
	SO-T TRAIL SYSTEM
	SC-M NON-RESIDENTIAL MIXED-USE
	SC-A STORAGE, WAREHOUSING, DISTRIBUTION, BUSINESS COMMERCIAL
	SC-C CIVIC AND EDUCATIONAL
	SC-U UTILITY
	SO-E OPEN SPACE WITH EASEMENT
	SO-N OPEN SPACE - NATURAL
	SO-P OPEN SPACE AND PARKS

NOTE: SEE SHEET V002 FOR AREA TABLES.

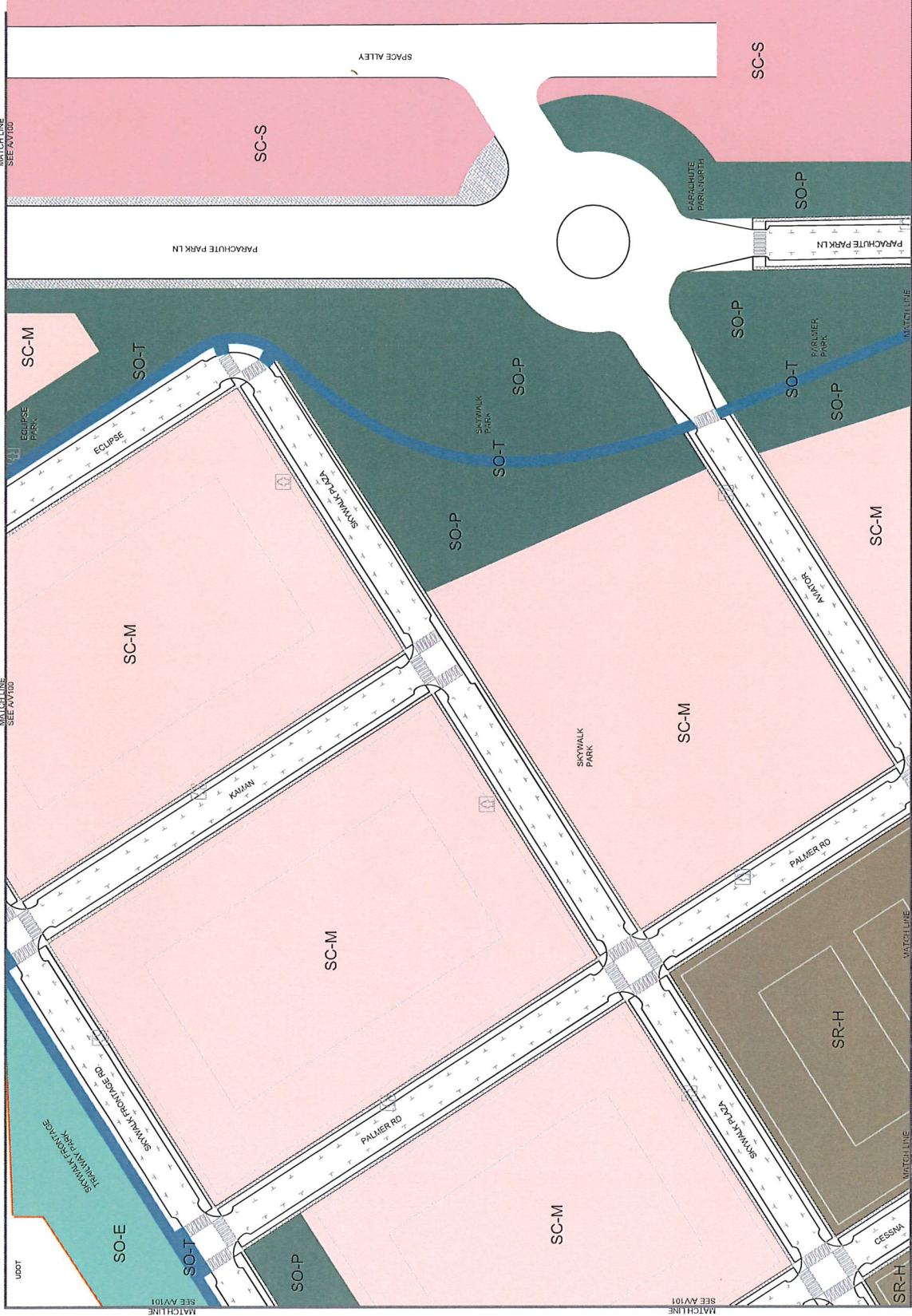
Site Sheets Key Map

No.	Revision/Issue	Date
1	PRE-APPLICATION CONF.	8/19/17
2	CONCEPTUAL SET	9/1/18
3	PRELIMINARY SET	4/4/18
4	ZONING SET	10/5/18

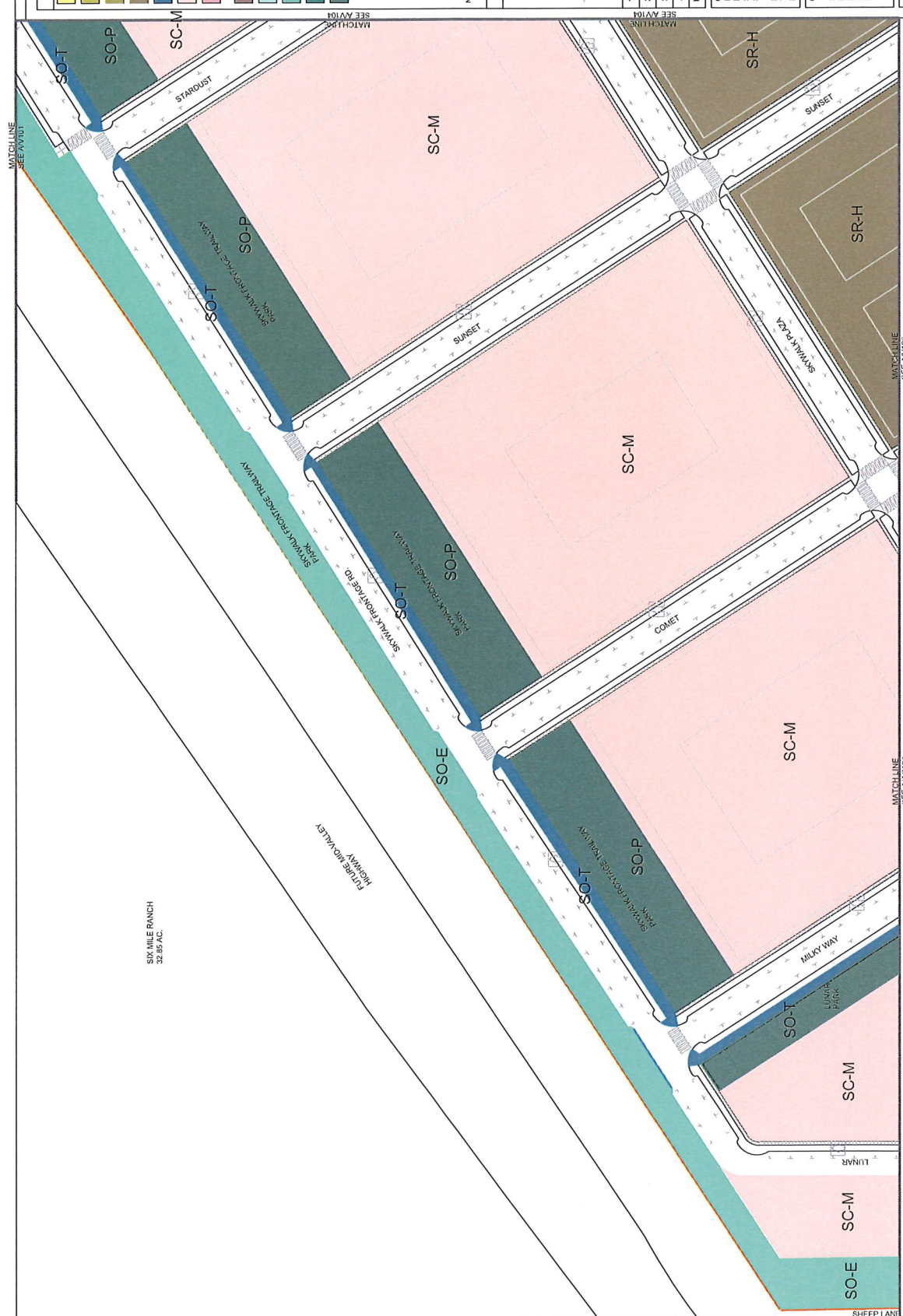
Plan Name and Address
 DEVELOPER: RICHARDS COUNTYS LLC
 SKYWALK UTAH LLC
 SKYWALK DEVELOPMENT LC
 PLAN SET:
 WADE CONSTRUCTION LC
 PO BOX, SLC UT 84165

Project Name and Address
 SKYWALK
 RICHARDS DAIRY AND PALMER RD
 EXTENSION
 EAST OF PARACHUTE PARKIN
 UTAH 84074

Project:	ZONING - N. EAST
Sheet:	V102
Date:	10/26/2018
Scale:	1" = 50'-0"



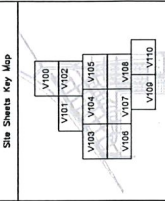
ZONING PLAN - NORTHEAST
 11/28/18



General Notes

SC-D	RESIDENTIAL DETACHED
SC-A	RESIDENTIAL ATTACHED
SC-M	RESIDENTIAL MIXED-USE
SR-H	RESIDENTIAL MIXED-USE HIGH DENSITY
SO-T	TRAIL SYSTEM
SC-M	NON-RESIDENTIAL MIXED-USE
SC-S	STORAGE, WAREHOUSING, OFFICE, PROFESSIONAL BUSINESS, OR BUSINESS/INDUSTRIAL
SC-C	CIVIC AND EDUCATIONAL
SC-U	UTILITY
SO-E	OPEN SPACE WITH EASEMENT
SO-N	OPEN SPACE - NATURAL
SO-P	OPEN SPACE AND PARKS

NOTE: SEE SHEET V100 FOR AREA TABLES.



No.	Description/Issue	Date
1	PRE-APPLICATION CONF.	9/19/17
2	CONCEPTUAL SET	9/17/18
3	PRELIMINARY SET	4/4/18
4	ZONING SET	10/9/18

File Name and Address
 DEVELOPER:
 EXPERIENCE COUNTYS LLC
 1000 W. 1000 S.
 SKYWALK DEVELOPMENT LC
 PO BOX 512 UT 84105

Project Name and Address
 SKYWALK
 RICHARDS DAIRY AND PALMER RD
 EXTENSION,
 ERDA TOWNSHIP
 UTAH 84114

Project	ZONING - WEST
Date	10/9/2018
Scale	1" = 50'-0"
Sheet	V103



ZONING PLAN - WEST
 1" = 50'-0"

General Notes

- SRD RESIDENTIAL DETACHED
- SRA RESIDENTIAL ATTACHED
- SRM RESIDENTIAL MIXED-USE
- SRH RESIDENTIAL MIXED-USE HIGH DENSITY
- SO-T TRAIL SYSTEM
- SCM NON-RESIDENTIAL MIXED-USE
- SCS STORAGE, WAREHOUSING, DISTRIBUTION, BUSINESS TO BUSINESS COMMERCIAL
- SCC CIVIC AND EDUCATIONAL
- SCU UTILITY
- SCE OPEN SPACE WITH EASEMENT
- SCN OPEN SPACE - NATURAL
- SOP OPEN SPACE AND PARKS

NOTE: SEE SHEET V100 FOR AREA TABLES.

Site Sheets Key Map

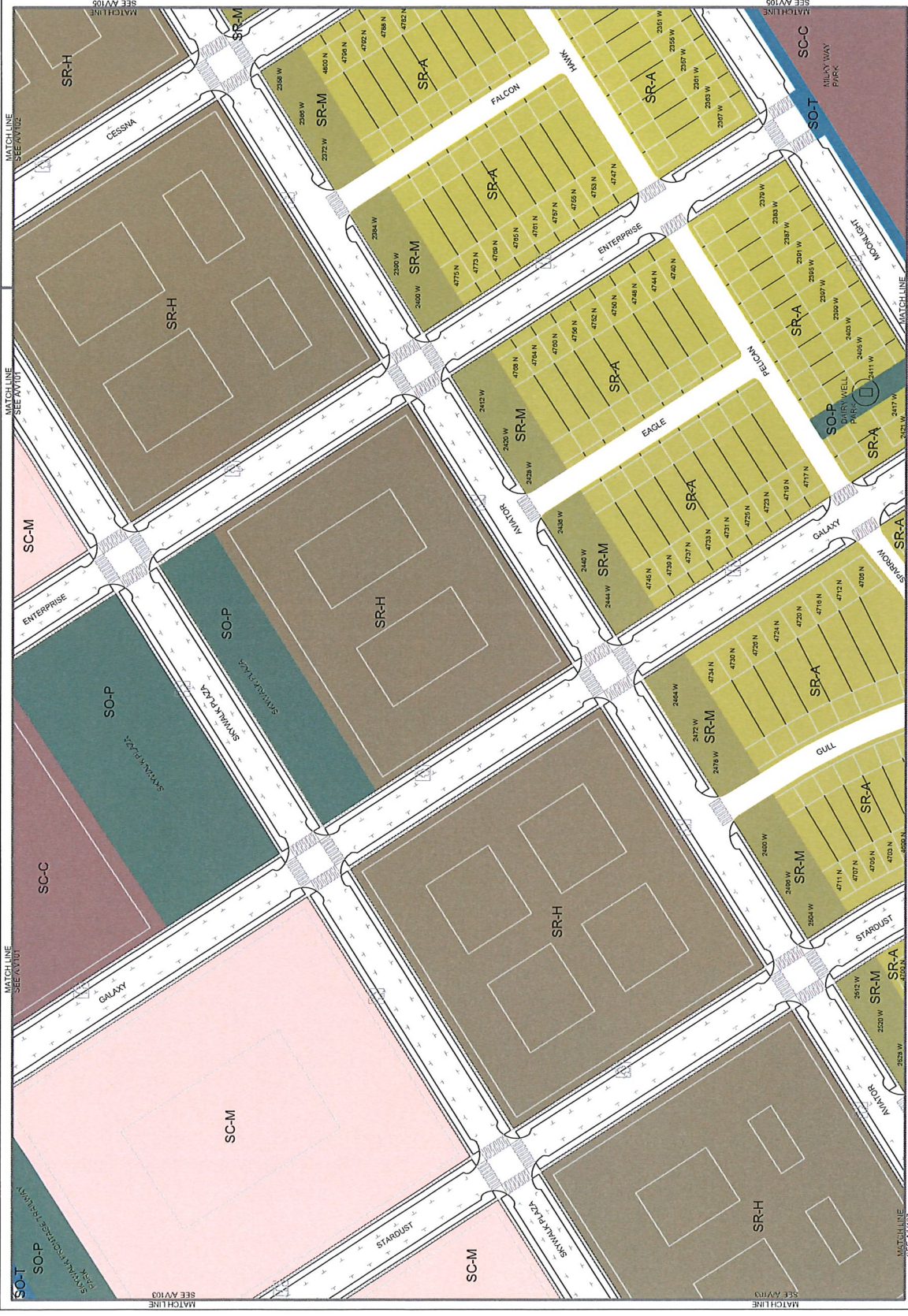
1 PREAPPLICATION CONF. 8/19/17
 2 CONCEPTUAL SET 9/17/18
 3 PRELIMINARY SET 4/4/18
 4 ZONING SET 10/5/18

Rev. No. Revision/Issue Date

Prepared by and Address:
 DEVELOPER:
 EXPERIENCE COUNTYS LLC
 SKYWALK DEVELOPMENT LC
 SKYWALK DEVELOPMENT LC
 PLANNING SET
 MADE CONSTRUCTION LC
 PO BOX, SLC UT 84185

Project Name and Address:
 SKYWALK
 RICHARDS BARRY AND PALMER RD
 EXTENSION
 SALT LAKE COUNTY
 UTAH 84074

Project: ZONING - CENTRAL
 Sheet: V104
 Date: 10/9/2018
 Scale: 1" = 50'-0"

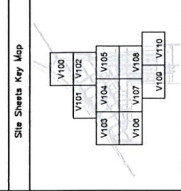


ZONING PLAN - CENTRAL
 1" = 50'-0"

General Notes

- SR-D RESIDENTIAL DETACHED
- SR-A RESIDENTIAL ATTACHED
- SR-M RESIDENTIAL MIXED-USE
- SR-H RESIDENTIAL MIXED-USE HIGH DENSITY
- SO-T TRAIL SYSTEM
- SC-M NON-RESIDENTIAL MIXED-USE
- SC-S STORAGE, WAREHOUSING, BUSINESS TO BUSINESS COMMERCIAL
- SC-C CIVIC AND EDUCATIONAL
- SC-U UTILITY
- SOLE OPEN SPACE WITH EASEMENT
- SO-N OPEN SPACE - NATURAL
- SO-P OPEN SPACE AND PARKS

NOTE: SEE SHEET V100 FOR AREA TABLES.

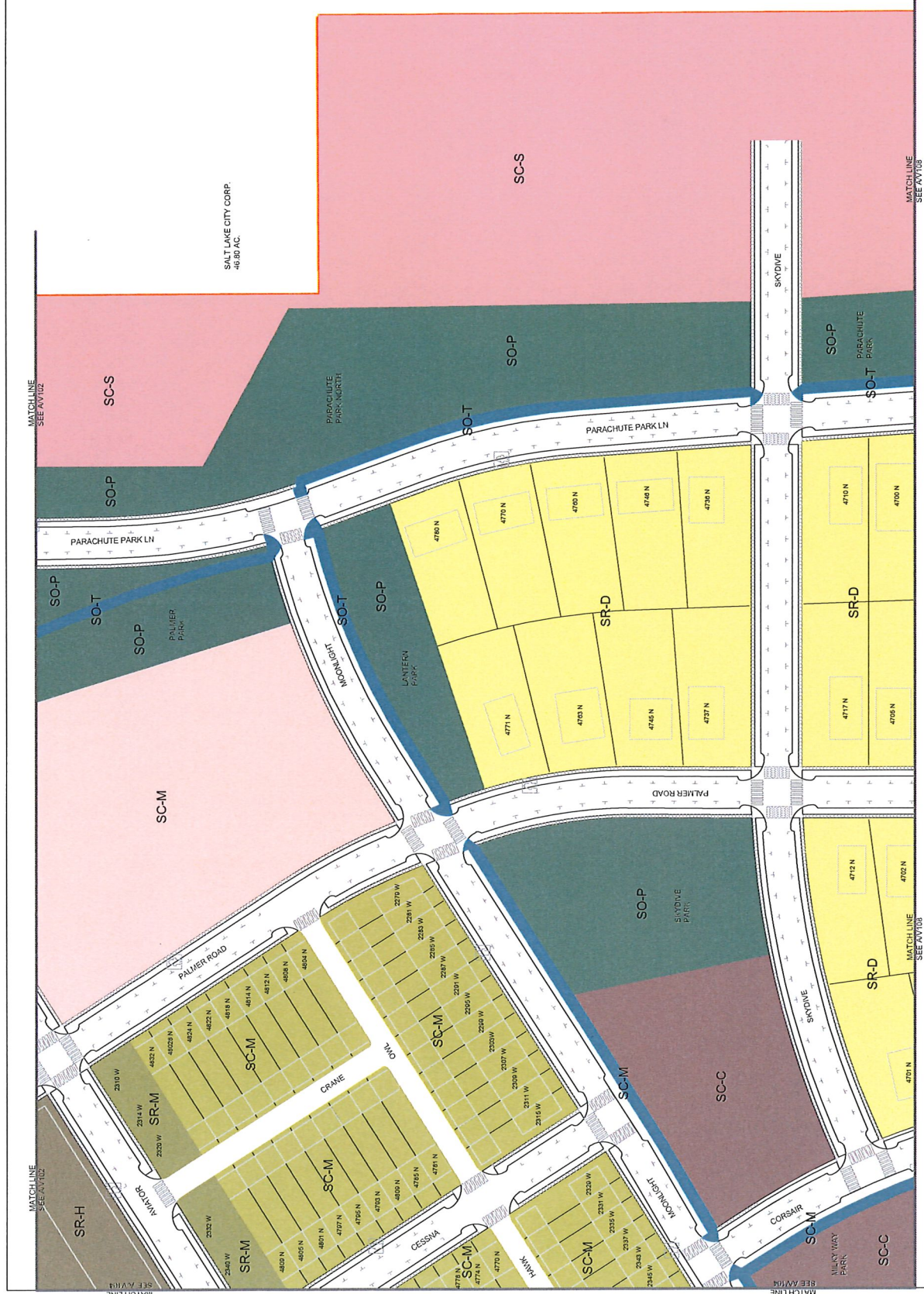


No.	Revision/Issue	Date
1	PRE-APPLICATION CONF.	8/19/17
2	CONCEPTUAL SET	9/1/18
3	PRELIMINARY SET	8/4/18
4	ZONING SET	10/5/18

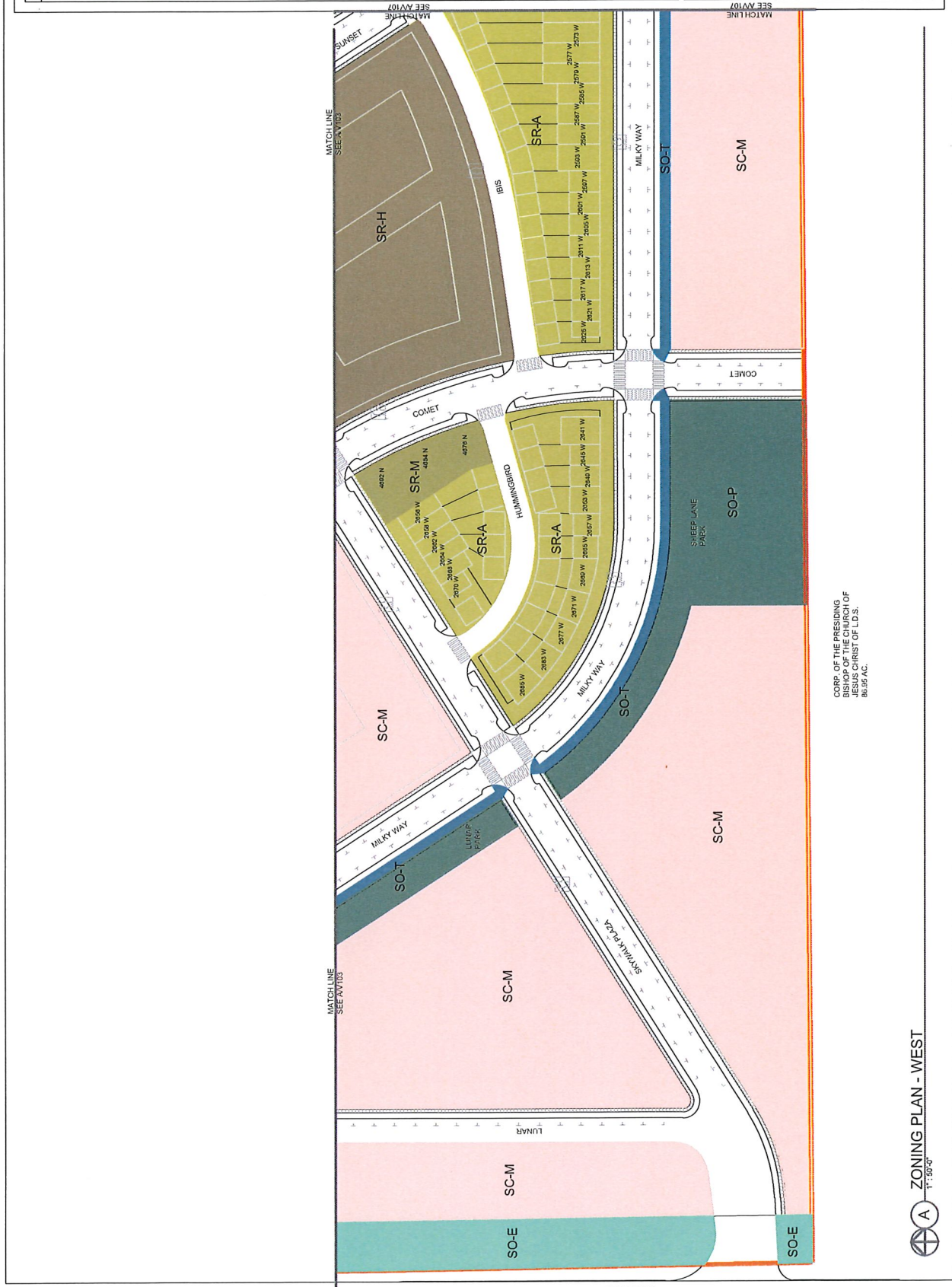
File Name and Address
 DEVELOPER: SKYWALK COUNTYS LLC
 SKYWALK UTAH LLC
 SKYWALK DEVELOPMENT LC
 PLAN SET:
 WADE CONSTRUCTION LC
 PO BOX, SLC UT 84165

Project Name and Address
 SKYWALK
 RICHARDS DAIRY AND PALMER RD
 PARKWAY
 ERDA, TODELE COUNTY
 UTAH 84074

Sheet	V105
Zoning	ZONING - EAST
Date	10/29/18
Scale	1" = 50'-0"



ZONING PLAN - EAST
 1" = 50'-0"

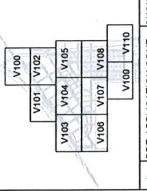


General Notes

- SR-D RESIDENTIAL DETACHED
- SR-A RESIDENTIAL ATTACHED
- SR-M RESIDENTIAL MIXED USE
- SR-H RESIDENTIAL MIXED USE HIGH DENSITY
- SO-T TRAIL SYSTEM
- SC-M NON-RESIDENTIAL MIXED USE
- SC-S STORAGE, WAREHOUSING, LIGHT INDUSTRIAL, BUSINESS 10 BUSINESS/COMMERCIAL
- SC-C CIVIC AND EDUCATIONAL
- SC-U UTILITY
- SO-E OPEN SPACE WITH EASEMENT
- SO-H OPEN SPACE - NATURAL
- SO-P OPEN SPACE AND PARKS

NOTE: SEE SHEET V100 FOR AREA TABLES

Site Sheets Key Map



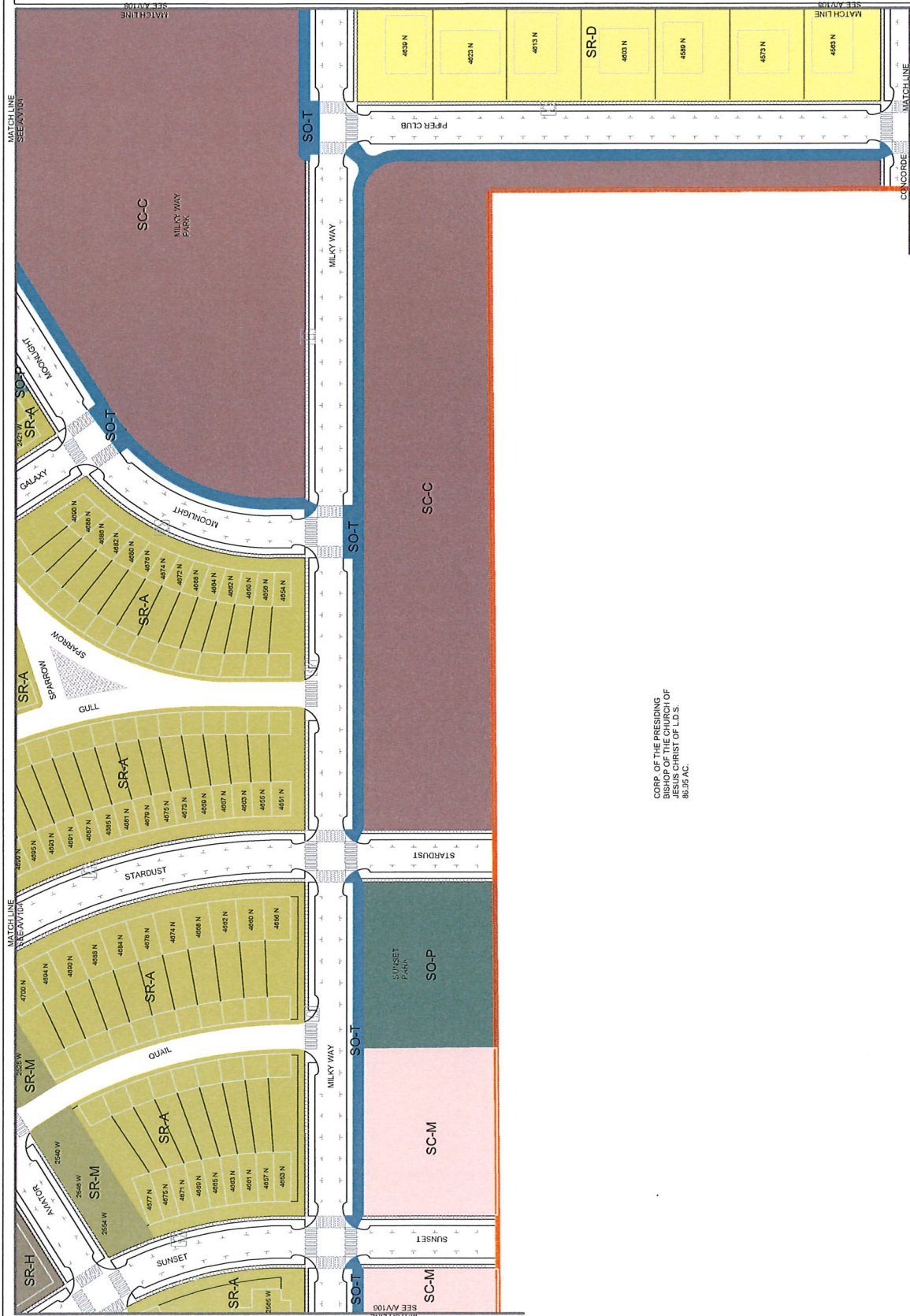
1	PRE-APPLICATION CONF.	9/19/17
2	CONCEPTUAL SET	3/17/18
3	PRELIMINARY SET	4/4/18
4	ZONING SET	10/27/18
No.	Revision/Issue	Date

File Name and Address
 DEVELOPER:
 EXPERIENCE COUNTS LLC
 1000 W. MILKY WAY
 SKYWALK DEVELOPMENT LC
 PLAN SET: CONSTRUCTION LC
 1000 W. MILKY WAY
 PO BOX 312, COTTAGEVILLE, UT
 PO BOX, SLC, UT 84105

Project Name and Address
 SKYWALK
 RICHARDS DAIRY AND PALMER RD
 EXTENSION
 ERDA, TODDLE COUNTY
 UT 84074

Project	ZONING - WEST
Date	10/27/2018
Scale	1" = 50'-0"
Sheet	V106

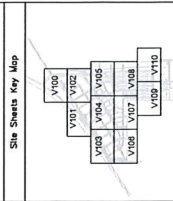
CORP. OF THE PRESIDING
 BISHOP OF THE CHURCH OF
 JESUS CHRIST OF L.D.S.
 86.15 AC.



General Notes

- SR-D RESIDENTIAL DETACHED
- SR-A RESIDENTIAL ATTACHED
- SR-M RESIDENTIAL MIXED-USE
- SR-H RESIDENTIAL MIXED-USE HIGH DENSITY
- SO-T TRAIL SYSTEM
- SC-M NON-RESIDENTIAL MIXED-USE
- SC-S STORAGE, WAREHOUSING, DISTRIBUTION, BUSINESS TO BUSINESS COMMERCIAL
- SC-C CHIC AND EDUCATIONAL
- SC-U UTILITY
- SO-E OPEN SPACE WITH EASEMENT
- SC-N OPEN SPACE - NATURAL
- SC-P OPEN SPACE AND PARKS

NOTE: SEE SHEET V100 FOR AREA TABLES.



No.	Revision/Issue	Date
1	PRE-APPLICATION CONF.	01/19/17
2	CONCEPTUAL SET	01/17/18
3	PRELIMINARY SET	04/17/18
4	ZONING SET	10/25/18

File Name and Address
 DEVELOPER: SKYWALK COUNTYS LLC
 SKYWALK UT MALL
 SKYWALK DEVELOPMENT LC
 PLAN SET: WADE CONSTRUCTION LC
 PO BOX, SLC UT 84185

Project Name and Address
 SKYWALK
 RICHARDS DAIRY AND PALMER RD
 EXTENSION
 SALT LAKE COUNTY
 UTAH 84074

Project	ZONING - S. CENTRAL
Sheet	V107
Date	10/25/2018
Scale	1" = 50'-0"

CORP. OF THE PRESIDING
 BISHOP OF THE CHURCH OF
 JESUS CHRIST OF L.D.S.
 86.95 AC.

MATCHLINE
SEE V1107

MATCHLINE
SEE V1107

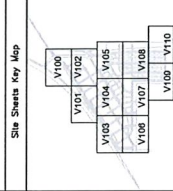
MATCHLINE
SEE V1103



CORP. OF THE PRESIDENCY
BISHOP OF THE CHURCH OF
JESUS CHRIST OF L.D.S.
86.95 AC.

General Notes

SR-D	RESIDENTIAL DETACHED
SR-A	RESIDENTIAL ATTACHED
SR-M	RESIDENTIAL MIXED USE
SR-H	RESIDENTIAL MIXED USE HIGH DENSITY
SO-T	TRAIL SYSTEM
SO-N	NON-RESIDENTIAL MIXED USE
SO-S	STORAGE, WAREHOUSING, LIGHT INDUSTRIAL, BUSINESS USE, BUSINESS/COMMERCIAL
SO-C	CIVIC AND EDUCATIONAL
SO-U	UTILITY
SO-E	OPEN SPACE WITH EASEMENT
SO-N	OPEN SPACE - NATURAL
SO-P	OPEN SPACE AND PARKS



1	PRE-APPLICATION CONF	9/19/17
2	CONCEPTUAL SET	3/17/18
3	PRELIMINARY SET	4/4/18
4	ZONING SET	10/5/18
No.	Revision/Issue	Date

File Name and Address

DEVELOPER:
EXPERIENCE COUNTS LLC
10000 W. WYOMING
SKYWALK DEVELOPMENT LC
PLAN SET
10000 W. WYOMING
PO BOX 310107 84185

Project Name and Address

SKYWALK
RICHARDS DAIRY AND PALMER RD
EXTENSION
ERDA, TODELE COUNTY
UTRI 8941

Project	ZONING - S. WEST
Date	10/02/2018
Scale	1" = 50'-0"
Sheet	V109

ZONING PLAN - SOUTHWEST
1" = 50'-0"



EXISTING LIGNES AND
OUT BUILDINGS

