

**TOOELE COUNTY
ORDINANCE 2020-17**

AN ORDINANCE APPROVING AND ADOPTING A MASTER DEVELOPMENT AGREEMENT BETWEEN TOOELE COUNTY, THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, AND SUBURBAN LAND RESERVE, INC.

WHEREAS, previously the Tooele County Commission adopted Ordinance 2020-16 which rezoned Parcels 05-044-A-0042, 05-049-0-0030, 05-049-0-0031, and 16-079-0-0002 to the P-C (Planned Community) zone; and

WHEREAS, Tooele County Land Use Ordinance section 31-13 requires that the developer and County shall enter into a development agreement in conjunction with the approval of the P-C zone plan.

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE BODY OF TOOELE COUNTY, UTAH AS FOLLOWS:

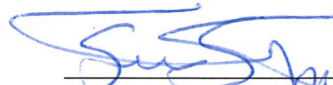
1. The attached Master Development Agreement is hereby approved and adopted.
2. This ordinance shall become effective fifteen (15) days after its passage, provided it has been published, or at such publication date if more than fifteen (15) days after passage.

IN WITNESS WHEREOF the Tooele County Commission, which is the legislative body of Tooele County, passed, approved and enacted this ordinance this 2nd day of June 2020.

ATTEST:


Marilyn K. Gillette, Clerk

TOOELE COUNTY COMMISSION:

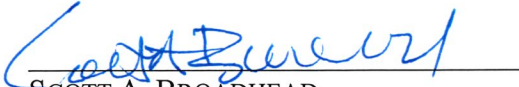
 8 June 2020
Tom Tripp, Chairman



Commissioner Milne voted	<u>Y</u>
Commissioner Thomas voted	<u>Y N</u>
Commissioner Tripp voted	<u>Y</u>

Tooele County
Ord. 2020-17

APPROVED AS TO FORM:



SCOTT A. BROADHEAD
Tooele County Attorney

WHEN RECORDED, RETURN TO:

Kirton McConkie
Attn: Robert C. Hyde
50 E. South Temple
Salt Lake City, Utah 84111

APN(s): _____

**MASTER DEVELOPMENT AGREEMENT
FOR**

_____, 2020

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**MASTER DEVELOPMENT AGREEMENT
FOR**

THIS MASTER DEVELOPMENT AGREEMENT (this “**MDA**”) is made and entered as of the ____ day of _____, 2020, by and between Tooele County, a political subdivision of the State of Utah, The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole (“**Church Corporation**”) and Suburban Land Reserve, Inc., a Utah corporation, its successor, transferees and/or assigns (“**Master Developer**”) (collectively the “**Parties**”).

RECITALS

A. Church Corporation is the owner of certain real property located in Tooele County, Utah (the “**Church Corporation Property**”), which real property is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. Master Developer is under contract with Church Corporation to purchase from Church Corporation in various stages portions of certain real property located adjacent to the Church Corporation Property (the “**Developer Property**”), as more particularly described on Exhibit B, attached hereto and incorporated herein by this reference, for the purpose of developing the Developer Property in stages into a master-planned residential community.

C. On _____, 2020, the County approved the P-C Zone Plan for the Developer Property and the Church Corporation Property. Such P-C Zone Plan, as amended by this MDA, is effective with regard to the Developer Property and the Church Corporation Property on the date this MDA is recorded against said properties in the real property records of Tooele County.

D. The County has rezoned, and hereby does rezone, the Developer Property and the Church Corporation Property with Planned Community (P-C) Zone pursuant to Tooele County Land Use Ordinance in Section 1-1 et seq. of the County’s Vested Laws. In connection with such rezoning, the County has determined that Church Corporation and Master Developer have complied with all the standards and procedures contemplated by the County’s Vested Laws, and any and all applicable rules and regulations to obtain the approval for such rezoning and this MDA is hereby approved by the County.

E. Master Developer and the County desire that the Developer Property purchased by Master Developer be developed in a unified and consistent fashion pursuant to the P-C Zone Plan, and have cooperated together in the mutual preparation of this MDA.

F. The County have agrees that this MDA shall only apply to Church Corporation to the extent (i) Church Corporation is selling portions of the Developer Property to Master Developer, and (ii) Church Corporation requires certain entitlements for Church Corporation to develop the Church Corporation Property into the Church Corporation Facility.

G. The County Commission has reviewed this MDA and determined that it is consistent with the Act, the Zoning Ordinance and the re-zoning of the Developer Property and the Church Corporation Property into the P-C Zone, and acknowledges that instead of amending various provisions of the County’s Vested Laws, the County Commission desires for this MDA to act as an amendment to any inconsistent provisions contained in the County’s Vested Laws. As such, this MDA amends certain provisions of the County’s Vested Laws as they pertain to the Developer Property and the Church Corporation Property.

H. The parties acknowledge that development of the Developer Property and the Church Corporation Property pursuant to this MDA will (i) result in significant planning and economic benefits to the County and its residents by, among other things requiring orderly development of the Developer Property as a master planned community and increasing sales tax and other revenues to the County, and otherwise benefiting the County, based on improvements to be constructed on the Developer Property, and (ii) also result in significant benefits to Master Developer and Church Corporation by providing assurances to Master Developer and Church Corporation that each party will have the ability to develop their respective properties in accordance with this MDA.

I. The parties desire to enter into this MDA to specify the rights and responsibilities of the Master Developer and Church Corporation as expressed in this MDA and the rights and responsibilities of the County to allow and regulate such development pursuant to the requirements of this MDA.

J. The parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §17-27a-102 (2019).

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

TERMS

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

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” - “F” are hereby incorporated into this MDA.

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

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

1.2.2. **Administrative Action** means and includes the actions related to either (i) Development Applications that may be approved by the Administrator as provided in Section 5.2.1 and (ii) any amendment, modification, or supplement to this MDA that may be approved by the Administrator pursuant to the terms of Section 5.13.

1.2.3. **Administrator** means the person designated by the County as the Administrator of this MDA.

1.2.4. **Applicable Fees** means fees that are generally applicable to all development within the County (or a portion of the County as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law, all such fees to be reasonably and rationally related to the type and scope of services to be rendered in connection with such fees.

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

1.2.6. **Building Permit** means a permit issued by the County to allow construction, erection or structural alteration of any building or structure on any portion of the Project.

1.2.7. **Buildout** means the completion of all of the development on the entire Project in accordance with the approved plans.

1.2.8. **Capital Improvement Road(s)** means each of the rights-of-way identified on Exhibit “C”, including minor collectors (indicated in blue), major collectors (indicated in orange), and minor arterials (indicated in red).

1.2.9. **Church Corporation**, as defined in the opening paragraph of this MDA.

1.2.10. **Church Corporation Facility** means the religious house of worship and related facilities intended to be constructed by Church Corporation on the Church Corporation Property, as shown on the P-C Zone Plan.

1.2.11. **Church Corporation Property** means the real property described in Recital A above.

1.2.12. **Code** means Tooele County Code existing as of the date of this MDA.

1.2.13. **Commission** means the elected Tooele County Commission.

1.2.14. **Community Structure Plan** means Community Structure Plan(s) as may be required by Section 31-9 of the Zoning Ordinance that sets forth in greater detail major systems for the larger development such as major roadways, infrastructure, open space networks, general location of villages, towns, neighborhoods and business and research parkways.

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

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

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

1.2.18. **County’s Vested Laws** means the ordinances, policies, standards and procedures of the County published and available to the public in effect as of the date of this MDA, a copy of which is attached as Exhibit “D”.

1.2.19. **Culinary Water System Improvements** means all pipe, fittings, valves, services, fire hydrants, blow off assemblies, air vacuum release valves, isolation valves, sampling stations, pressure reducing valves, backflow prevention devices, vaults, meters, and other structures required in the Project that convey drinking water.

1.2.20. **Default** means a material breach of this MDA as specified herein.

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

- 1.2.22. **Density** means the number of Residential Dwelling Units allowed per acre.
- 1.2.23. **Developer Property** means the real property described in Recital B above.
- 1.2.24. **Development** means the development of a portion of the Developer Property and Church Corporation Property pursuant to an approved Development Application.
- 1.2.25. **Development Application** means a complete application to the County for development of a portion of the Project including a Subdivision, a Building Permit, or any other permit, certificate or other authorization from the County required for development of the Project.
- 1.2.26. **Development Report** means a report containing the information specified in Section 2.4 submitted to the County by Master Developer for a Development by Master Developer of any Parcel or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.
- 1.2.27. **Development Standards** means those standards for development, including, without limitation, density, lot size, lot configuration, street configuration, etc., of the project set forth in the P-C Zone Plan.
- 1.2.28. **Effective Date** means the date that this MDA becomes effective.
- 1.2.29. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 17-27a-603, or any successor provision, and approved by the County, effectuating a Subdivision of any portion of the Project.
- 1.2.30. **General Plan** means that certain Tooele County General Plan Update 2016 adopted by the County on June 21, 2016.
- 1.2.31. **Impact Fee Facility Plan (or “IFFP”)** means a plan adopted or to be adopted by the County to substantiate the collection of Impact Fees as required by State law, and which shall satisfy the requirements of an impact fee analysis pursuant to Utah Code Ann. §11-36a-304, as each such plan may be amended as required herein.
- 1.2.32. **Impact Fees** means those fees, assessments, exactions or payments of money imposed by the County as a condition of development activity as specified in Utah Code Ann. § 11-36a-101, *et seq.*, (2008).
- 1.2.33. **Interest Rate** means the interest rate of eight percent (8%) per annum.
- 1.2.34. **Master Developer**, as defined in the opening paragraph of this MDA.
- 1.2.35. **Material Actions** means all other reviews, actions, approvals, and/or consents with respect to a Development Application, as further discussed in Section 5.3.1.
- 1.2.36. **Maximum Residential Units** means the development on the Developer Property of 2.67 Residential Dwelling Units per gross acre; provided, however, property used for the acreage for Open Space described in 7.1 herein shall not be included in the calculation of the Maximum Residential Units.
- 1.2.37. **MDA**, as defined in the opening paragraph of this MDA.

1.2.38. **MDA Ordinance** means an ordinance whereby this MDA has been approved and adopted by the County as provided in Section 28 of this MDA, a copy of which is attached hereto as Exhibit “F”.

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

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

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

1.2.42. **Off-Site Improvements** means any items of public or private infrastructure necessary for development of a Parcel such as roads and utilities that are not on the site of any portion of the Developer Property that is the subject of a Development Application.

1.2.43. **On-Site Improvements** means those items of public or private infrastructure as a condition of the approval of a Development Application that are necessary for development of a Parcel such as roads or utilities and that are located on that portion of the Developer Property which is subject to a Development Application, excluding any System Improvements located on the Developer Property or any Off-Site Improvements.

1.2.44. **Open Space** shall have the meaning specified in Section 2-2 of the County’s Vested Laws, and shall include, without limitation, those areas identified as Open Space in the P-C Zone Plan.

1.2.45. **P-C Zone Plan** means that certain P-C Zone Plan dated _____, 2020, and approved by the County on _____, 2020, a copy of which is attached as Exhibit “E”.

1.2.46. **Parcel** means a portion of the Developer Property that is created by the Master Developer to be sold to a Subdeveloper as a Subdivision that is not an individually developable lot.

1.2.47. **Planning Commission** means the County’s Planning Commission.

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

1.2.49. **Pod** means an area of the Developer Property as generally illustrated in the P-C Zone Plan intended for a certain number of Residential Dwelling Units.

1.2.50. **Project** means the total development to be constructed on the Developer Property by Master Developer and the Church Corporation Property by Church Corporation, pursuant to this MDA with the associated public and private facilities, and all of the other aspects approved as part of this MDA.

1.2.51. **Project Improvements** means collectively Culinary Water System Improvements, Secondary Water System Improvements, Sewer System Improvements, and System Improvements.

1.2.52. **Project Plan** means Project Plan(s) as may be required by Section 31-10 of the Zoning Ordinance that sets forth in greater detail major development parcel locations, open space system, and major infrastructure associated with roadway.

1.2.53. **Public Improvements** means those elements of infrastructure that are planned to be dedicated to the County as a condition of approval for a Development Application.

1.2.54. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a single-family residence; one single-family residential dwelling and each separate unit in a multi-family dwelling equals one Residential Dwelling Unit.

1.2.55. **Secondary Water System Improvements** mean all pipe, fittings, valves, services, fire hydrants, blow off assemblies, air vacuum release valves, isolation valves, sampling stations, pressure reducing valves, backflow prevention devices, vaults, meters, and other structures required in the Project that convey secondary water.

1.2.56. **Sewer System Improvements** means all pipe, fittings, valves, culverts and vaults, man holes, collars, manhole covers, pumps, and other structures required and consistent with the standards established by SPID.

1.2.57. **Site Plan Approval** means final approval for individual development sites with the Project.

1.2.58. **SPID** means Stansbury Park Improvement District.

1.2.59. **SPSA** Stansbury Park Service Agency.

1.2.60. **Subdeveloper** means a person or an entity not “related” (as defined by Section 165 of the Internal Revenue Code) to Master Developer which purchases or acquires a Parcel for development. In all events, Church Corporation is expressly excluded as a Subdeveloper.

1.2.61. **Subdivision** means the division of any portion of the Project into a subdivision pursuant to State Law and/or the County’s Vested Laws.

1.2.62. **System Improvement** means those elements of infrastructure that are defined as System Improvements pursuant to Utah Code Ann. § 11-36a-101 *et. seq.*, to the extent same are infrastructure improvements of a comprehensive scale that are a part of the overall development of the Developer Property and not merely a part of the development of any particular Subdivision.

1.2.63. **Zoning Ordinance** means the Tooele County Land Use Ordinance in effect as of the date of this MDA as a part of the County’s Vested Laws.

2. **Development of the Project.**

2.1. **Compliance with the P-C Zone Plan and this MDA.** Development of the Project shall be in accordance with the County’s Vested Laws, the County’s Future Laws (to the extent that these are applicable and not in conflict with this MDA), the P-C Zone Plan and this MDA. Community Structure Plans and Project Plans, for each applicable portion of the Project shall be subject to, and in conformity with, the P-C Zone Plan and this MDA. The County acknowledges and agrees that this MDA, the P-C Zone Plan, Community Structure Plan, Project Plan, and any associated conditional use application shall not expire until the expiration of the term of this MDA, and upon such expiration the County’s legal non-conforming laws shall apply. The County agrees that no fees shall be charged or assessed against Master Developer related to the P-C Zone Plan other than the initial fee paid prior to the execution of this MDA. Other than the initial fee, any additional fees payable related to the P-C Zone Plan, Community Structure Plan, and Project Plan shall be paid upon submittal of said plan by Master Developer or a Subdeveloper, which fees shall only be based upon

the number of units contained in the proposed final Site Plan Approval, and which shall not exceed the Applicable Fees. Notwithstanding the foregoing, Church Corporation shall only be subject to those Applicable Fees with respect to the Church Corporation Property. Accordingly, the County hereby agrees that: (a) Master Developer may subdivide portions of the Developer Property into Parcels in accordance with the P-C Zone Plan and sell Parcels to various Subdevelopers or other parties; (b) the Subdevelopers or other parties owning Parcels within the Developer Property may further subdivide Parcels into smaller Parcels; (c) each Subdeveloper or other parties owning Parcels within the Developer Property will submit separate a Community Structure Plan and Project Plan for final Site Plan Approval for each Parcel; (d) each Community Structure Plan, Project Plan, and final Site Plan Approval shall be independently reviewed; and (e) Church Corporation shall be permitted to develop the Church Corporation Property into the Church Corporation Facility. In all events, however, the Open Space and density shall be considered based upon the P-C Zone Plan and the Project as a whole. Upon issuance of the conditional use permit or final Site Plan Approval for the Developer Property or Church Corporation Property, as applicable, the conditional use permit or final Site Plan Approval shall thereafter continue in perpetuity, unless it is revoked due to a violation of such permit or plan approval, as applicable. In evaluating the application for final Site Plan Approval the County may not impose any conditions or requirements on Church Corporation, Master Developer or any Subdeveloper that are inconsistent with the terms and conditions of this MDA or the P-C Zone Plan. To the extent there is any conflict between the P-C Zone Plan, the County's Vested Laws, the County's Future Laws and this MDA, this MDA shall control.

2.2. **Maximum Residential Units.** At Buildout of the Developer Property, Master Developer shall be entitled to have developed the Maximum Residential Units as specified in and pursuant to this MDA.

2.3. **Church Corporation Facility.** Church Corporation shall be entitled to develop the Church Corporation Facility on the Church Corporation Property as specified in and pursuant to this MDA.

2.4. **Use of Density.** The Parties acknowledge that the exact configuration of the final layout of the Developer Property may vary from that shown in the P-C Zone Plan due to final road locations, market forces and other factors that are unforeseeable. Master Developer may transfer the location of Residential Dwelling Units between and among Subdivisions and Pods within the Developer Property so long as (a) no transfer of the location of Residential Dwelling Units between and among the Subdivisions and Pods allows the Developer Property as a whole to exceed the Maximum Residential Dwelling Units; (b) no individual Pod exceeds the Maximum Residential Dwelling Units allocable to that Pod as specified in the P-C Zone Plan, and (c) the lot size for any individual residential lot in any Pod is no smaller than the minimum lot size applicable to such Pod as specified on the P-C Zone Plan. The County expressly acknowledges and agrees that the entire Open Space located within the Developer Property may be allocated or used for density clustering of Residential Dwelling Units within the entire Developer Property and each Subdivision or Pod within the Developer Property is not required to independently satisfy any Open Space requirements so long as the Project, at full build-out, meets the Open Space requirements under the P-C Zone Plan. Under no condition shall the County deny a Development Application if Master Developer or the applicable applicant Subdeveloper is not currently in default under this MDA (regardless of whether or not any other Subdeveloper or the Master Developer is in default, as may be applicable), and (i) its Development Application does not exceed the Maximum Density that is available for the entire Property or any individual Pod, (ii) such Subdeveloper has received written approval from the Master Developer for the number of Residential Dwelling Units to be used by the Subdeveloper subject to the Development Application, (iii) the plan set forth in such Development Application is consistent with the County's Vested Laws and the County's Future Laws (when and if applicable), all as modified by this MDA, (iv) the plan does not contain aspects that are detrimental to the health, safety or general welfare of persons residing in the vicinity, or injurious to property or improvements in the vicinity as reasonably determined by the County, and (v) the Master

Developer or Subdeveloper complies with the County's Vested Laws and any other applicable state, county, or district code, or ordinance (if applicable). The County acknowledges and agrees that development of the Church Corporation Property and the Church Corporation Facility shall not be counted towards the Developer Property's Density and such development rights with respect to the Church Corporation Property pursuant to this MDA shall only apply to Church Corporation.

2.5. **Accounting for Density for Parcels.** Within thirty (30) days after a written request by the County, Master Developer shall provide the County a Development Report showing any Density used with the Parcel(s) and the density remaining with Master Developer for the remainder of the Developer Property.

2.6. **Accounting for Density for Parcels Sold to Subdevelopers.** Any contract for the sale of any Parcel by Master Developer to a Subdeveloper shall include the transfer of a specified portion of the Maximum Residential Units. Said contract provisions which describe the transfer of a specified portion of the Maximum Residential Units shall be expressed in a manner which survives closing of the Parcel transaction. At the recordation of a Plat or other document of conveyance for any Parcel sold to a Subdeveloper, Master Developer shall provide the County a Development Report showing the ownership of the Parcel(s) sold, the portion of the Maximum Residential Units, and the amount of the Maximum Residential Units remaining with Master Developer. If any portion of the Residential Dwelling Units for a Subdivision or Parcel transferred to a Subdeveloper are unused by the Subdeveloper, the unused portion of the transferred Residential Dwelling Units shall automatically revert back to Master Developer for use within the other portions of the Developer Property in Master Developer's discretion and Master Developer shall file with the County a revised Development Report. Master Developer shall have the right to reallocate such unused Residential Dwelling Units to other Parcels, Pods, or Subdivisions within the Developer Property as provided herein; provided, however, in all events upon approval by the County of any Plat, no reallocation of Residential Dwelling Units shall be allowed to increase the Density of any portion of the Developer Property shown on such Plat unless a new Plat is approved by the County.

2.7. **Parcel Sales.** The County acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. In order to sell or transfer such portions of the Developer Property as set forth above, neither Master Developer nor any Subdeveloper shall have any obligation to (i) apply for any final or preliminary Plat approval, (ii) install any On-Site or Off-Site Improvements, or (iii) provide detailed development information. In addition, Master Developer and/or Subdevelopers may obtain approval of a Subdivision that does not create any individually developable lots in the Parcel without being subject to any requirement in the County's Vested Laws to provide any site plans, building elevations, and Development Applications or to complete or provide security for any On-Site Improvements or Off-Site Improvements at the time of such Subdivision. The responsibility for completing and providing any Development Application and the obligation for completion (including providing any security associated therewith) of any On-Site Improvements or Off-Site Improvements in the Parcel shall be that of the Master Developer and/or Subdeveloper upon a subsequent re-Subdivision of the Parcel that creates individually developable lots or upon submittal of a Development Application.

2.8. **Development by a Subdeveloper.** In the event that any Subdeveloper shall develop all or any portion of the Developer Property, any and all improvements constructed, installed, or developed by such Subdeveloper shall be completed in accordance with plans, designs, and specifications approved in writing by Master Developer. No improvements may be constructed, installed, or developed on all or any portion of the Developer Property unless and until Master Developer has approved in writing the plans, designs and specifications for same. Any change or alteration of such plans, designs, and/or specifications by Subdeveloper (or its successors and/or assigns) after Master Developer has originally approved such plans, designs, and/or specifications shall require written approval by Master Developer. Any and all approvals by

Master Developer set forth in this Section 2.8 may be given or withheld by Master Developer in its sole and absolute discretion. The County hereby agrees not to permit or allow the commencement of any construction, installation, or development of any improvements on any portion of the Developer Property by any Subdeveloper without written authorization and approval from Master Developer.

3. **Zoning and Vested Rights.**

3.1. **Zoning.** The County has zoned the Developer Property and Church Corporation Property as Planned Community (P-C) Zone as set forth in the P-C Zone Plan.

3.2. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah, the United States, and at equity, the County, Church Corporation, and Master Developer intend that this MDA grants Church Corporation with respect to the Church Corporation Property and Master Developer with respect to the Developer Property all rights to develop the Project in fulfillment of this MDA, the County's Vested Laws and the P-C Zone Plan. The Parties specifically intend that this MDA and the P-C Zone Plan grant to Church Corporation and Master Developer "vested rights" as that term is construed under Utah law, including pursuant to Utah Code Ann. § 17-27a-501 *et seq.*, and Section 31-8(1) of the Code. The rules, regulations and official policies applicable to and governing the development of the Church Corporation Property and the Developer Property shall be the County's Vested Laws as amended by this MDA. Unless otherwise provided in, or amended by, this MDA, the County's Future Laws shall not be applicable to or govern the development of the Project except as provided in Section 3.3 below.

3.3. **Exceptions.** The restrictions on the applicability of the County's Future Laws to the Project as specified in Section 3.2 are subject to only the following exceptions:

3.3.1. **Election to Use County's Future Laws.** If a party, assignee(s) of a party, and/or Subdeveloper(s) elect to be governed by County's Future Laws instead of the County's Vested Laws, such party will so notify the County in writing;

3.3.2. **State and Federal Compliance.** County's Future Laws which are generally applicable to all properties in the County and to the extent such modifications are required to comply with State and Federal laws and regulations affecting the Project;

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

3.3.4. **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons and entities similarly situated; or,

3.3.5. **Fees.** Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the County (or a portion of the County as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law, with all such fees to be reasonably and rationally related to the type and scope of services to be rendered in connection with such fees

3.3.6. **Impact Fees.** Impact Fees or modifications thereto which are lawfully adopted,

imposed and collected by the County, subject to this Section 3.3.6 and Sections 8.5 and 8.6 of this MDA. Any Impact Fee imposed upon Church Corporation, Master Developer or any Subdevelopers will not exceed the uniformly assessed individual Impact Fee applied toward all developments within the service area where the Project is located. If a party objects to the Impact Fees charged by the County, such party may challenge the disputed Impact Fees in accordance with applicable law, including, without limitation, Utah Code Ann. § 11-36a-701 in effect as of the date hereof.

3.3.7. Compelling, Countervailing Interest. Laws, rules or regulations that the County's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 17-27a-509.

3.4. **Exemption from Downlighting Requirement.** Notwithstanding anything to the contrary County's Vested Laws or County's Future Laws, the Church Corporation Property shall be exempt from Tooele County Land use Ordinance § 8-13, and shall be permitted to install on the Church Corporation Facility upward facing lighting, subject to reasonable partial diming requirements after 11:00 PM.

3.5. **Universal Fairness.** In all events, the County shall not impose upon any portion of the Project any regulations or fees that are more expensive, restrictive, burdensome, or onerous than those imposed generally on all real property throughout the County or in violation of the terms of this MDA.

3.6. **Legislative Action.** The County has approved the development of the Project in accordance with the terms of this MDA. As a material part of this transaction, the County and County Commission have complied with any and all requirements under this MDA and have taken all actions required or advisable to adopt: (i) the P-C Zone Plan; and (ii) the MDA Ordinance.

The County represents, acknowledges, and agrees that this MDA modifies certain provisions of the County's Vested Laws. In as much as any provision of this MDA conflicts with any provision of the County's Vested Laws, the terms and conditions of this MDA will control and govern and the provisions of the County's Vested Laws shall be deemed modified and/or supplemented by this MDA pertaining to the Church Corporation Property and the Developer Property. This MDA is an ordinance modifying any conflicting provisions of the County's Vested Laws.

After the Effective Date, either Church Corporation or Master Developer may request the County to take further actions to effectuate the intent of the parties and ratify or reaffirm the MDA Ordinance. If the Church Corporation or Master Developer requests that the County ratify or reaffirm the MDA Ordinance, the County agrees to ratify or reaffirm the MDA Ordinance at the next earliest necessary Planning Commission and/or County Commission meetings, subject to any applicable notice requirements and/or other County processes for such ratification and/or reaffirmation (but in all events the County agrees to use all diligence to expedite such ratification and/or reaffirmation as soon as possible). In the event the County ratifies or reaffirms the MDA Ordinance after the date hereof, the County agrees that the ratification shall merely be the ratification of the MDA Ordinance and shall not include any modification or supplementation to any of the MDA Ordinance.

In the event the MDA Ordinance or any term or condition of this MDA is illegal, unconstitutional, invalid, or not enforceable, the parties shall cooperate to amend the MDA to resolve the issue in a mutually agreeable manner that is consistent with the terms and intent of this MDA. If after reasonable efforts have been made by both parties to resolve these issues and they remain unresolved, Master Developer shall have the right to terminate this MDA and/or otherwise withdraw any and all applications previously provided or given to the County.

4. **Term of Agreement.** The term of this MDA shall be until the date that is thirty (30) years after the Effective Date. This MDA shall also terminate automatically at Buildout. Notwithstanding anything to the contrary contained herein, the provisions contained herein that, by their terms, are intended to survive the expiration of this MDA shall remain in full force and effect following any such expiration or termination of the term hereof.

5. **Approval Processes and Modification of MDA.**

5.1. **Approval Processes for Development Applications.**

5.1.1. **Phasing; Safeguarding the Orderly Development of Improvements.** The County acknowledges that Master Developer, assignees of Master Developer, and/or Subdevelopers who have purchased Parcels of the Developer Property may submit a single or multiple Development Application(s) from time to time to develop and/or construct all or portions of the Developer Property in one or multiple phases. Any phase of the Developer Property may be developed independently of other phases. Master Developer, in Master Developer's sole and absolute discretion, and not the County, shall be responsible for the sequencing of phases within the Developer Property.

5.1.2. **Processing Under County's Vested Laws.** Approval processes for Development Applications for the Church Corporation Property and Developer Property shall be as provided in the County's Vested Laws, except as otherwise provided in this MDA. Development Applications shall be approved by the County if they comply with the County's Vested Laws and conform to this MDA and the P-C Zone Plan.

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

5.2. **Administrative Actions.**

5.2.1. **Administrative Actions Defined.** Aspects of a Development Application may be approved by an Administrative Action. An Administrative Action involves approval of aspects of a Development Application by the County staff and/or the Administrator. Administrative Actions with regard to Development Applications means the following, which shall be subject only to the approval process more fully set forth below in this Section 5.2:

(i) the location of On-Site Improvements, including utility lines and stub outs to adjacent developments,

(ii) right-of-way modifications (excluding System Improvements) that do not involve the altering or vacating of a previously dedicated public right-of-way,

(iii) minor technical edits or inconsistencies necessary to clarify or modify documents consistent with their intended purpose (including, without limitation, the Development Standards) and interpretation of the Development Standards, and

(iv) the issuance of Building Permits.

5.2.2. **Administrator Review.** Administrative Actions shall require only the approval of the Administrator (with the review of the County's staff as requested by the Administrator), and the Administrator shall not seek or condition the Administrator's approval upon: (i) approval of the County Commission, (ii) approval of the Planning Commission, or (iii) notice of or participation in any public

meeting, hearing or forum. Upon approval by the Administrator, any Administrative Action shall be deemed and considered fully approved in all respects.

5.2.3. Development Standards. The Development Standards outlines the general approval procedure for different activities along with the general requirements and standards that may be applicable to certain improvements and types of developments within the Project, and the County hereby agrees as follows:

(i) Inasmuch as the Developer Property may be developed in phases, when Master Developer or Subdeveloper seeks final Subdivision and final Plat approval for a phase of the Developer Property, Master Developer or Subdeveloper will submit the improvement plans for that phase of the Developer Property. Improvement plans will not be required for the entire Property or for any portion of the Developer Property not included within the phase of the Developer Property that is the subject of the application.

(ii) Any references to “developer” in the Development Standards shall mean Master Developer, its assigns, or the Subdeveloper that actually develops a Subdivision within the Developer Property and submits a Development Application. If a Subdeveloper submits a Development Application and develops a Subdivision, the Master Developer shall not be deemed the “developer” related to that Subdivision.

(iii) Development Applications for the Developer Property or Church Corporation Property subject only to Administrative Action shall be approved by the Administrator if (i) such Development Application complies with the Development Standards and this MDA to the extent related to terms or conditions set forth in this MDA, and (ii) such Development Application complies with the County’s Vested Laws (as such may be modified herein). The Administrator’s review of all Development Applications subject to approval by Administrative Actions shall be limited to differences and/or inconsistencies between the information and/or documentation submitted and the materials, information and/or documentation described in subsections (i) and (ii) of the preceding sentence. If the Administrator denies a Development Application subject only to Administrative Action, the Administrator shall provide a written determination advising the Applicant of detailed reasons for Denial, including all specific items of non-compliance with subsections (i) and (ii) above.

5.2.4. Re-submittal of Development Applications. If the Administrator has previously denied a Development Application subject only to Administrative Action, then the Administrator shall promptly complete its review of any re-submittal (which may include redlines) of a Development Application. No additional fees will be required from the Applicant in connection with any re-submittal or redlines. To the extent Applicant has changed the Development Application to (a) substantially comply with this MDA or the County’s Vested Laws or (b) substantially conform to the Development Standards, then the re-submittal or redline shall be approved by the Administrator. Applicant shall only be required to re-submit, and the Administrator shall only review, the portions of the Development Application which related to the Denial by the Administrator as set forth in the Administrator’s written response described in Section 5.2.2 above. All other portions of the Development Application that were not addressed specifically in such written response by the Administrator shall be deemed and considered previously approved. If the County again denies the re-submitted Development Application or redline subject only to Administrative Action, then the County shall meet with the Applicant as promptly as possible to discuss same. Applicant shall have the right to treat such Denial as a “final action of the County” and immediately appeal as appropriate.

5.3. **Material Actions.**

5.3.1. Material Actions Defined. Except with respect to the listed Administrative Actions

described in Section 5.2.1 above, all other reviews, actions, approvals, and/or consents with respect to a Development Application concerning the Project shall be deemed “**Material Actions**” and shall be processed in accordance with the County’s Vested Laws, this MDA and the Development Standards.

5.3.2. Information Contained in a Development Application Requiring Material Action. Except to the extent not required by any other terms of this MDA, any Development Application requiring Material Action shall contain (i) the information required in the Development Standards for the specific approval, consent, and/or permit requested in the applicable Development Application, or (ii) in the event the Development Standards do not address such specific approval, consent, and/or permit requested in the applicable Development Application, the information normally required by the County under the County’s Vested Laws for the issuance of such specific approval, consent, and/or permit requested.

5.4. General Provisions Regarding All Development Applications and Approvals.

5.4.1. Application Fees. Due to the County’s understanding of the Project, the County has agreed (i) to deem satisfied certain requirements for Church Corporation, Master Developer and/or Subdevelopers to provide certain information and/or documentation to the County under the County’s Vested Laws, and (ii) to grant Church Corporation, Master Developer’s and/or Subdeveloper’s requested reviews and approvals of all Development Applications without the imposition of any charges or fees to Church Corporation, Master Developer and/or Subdevelopers in addition to those provided generally for review under the County’s fee schedule in effect at the time of the application while recognizing that (except as otherwise specifically provided herein) a complete application will still be required for all Development Applications.

5.4.2. Standard Review Fees. Church Corporation, Master Developer or the applicable Subdeveloper shall only have the obligation to pay the standard fees applicable with respect to any submittal of a Development Application under the County’s fee schedule in effect at the time of the application.

5.4.3. Processing of Development Applications. The County shall cooperate reasonably and in good faith in promptly and fairly processing and reviewing all Development Applications. During each application process, the County shall keep the Applicant informed of the status of the applicable Development Application. The County agrees to exercise good faith efforts to follow the General Review Processes and meet all timelines set forth therein. If Church Corporation, Master Developer and/or Subdeveloper determines the County has not met all of the processes and timelines set forth in the General Review Processes, then, among other remedies, Master Developer and/or Subdeveloper shall have the right to request a decision under Utah Code Ann. Section 17-27a-509.5.

5.4.4. Additional Terms, Provisions and Conditions Related to Development Applications. Notwithstanding any language to the contrary herein or in the County’s Vested Laws and/or County’s Future Laws, the Parties hereby agree that after receipt of any preliminary plat approval, no Final Plat approval shall be Denied or delayed if the Development Application for such Final Plat complies with the conditions of the approved Preliminary Plat and all applicable fees and requirements have been paid or satisfied.

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

5.6. Acceptance of Certifications Required for Development Applications. Any Development

Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the County. A Development Application so signed, endorsed, certified or stamped shall be deemed to meet the specific standards which are the subject of the opinion or certification without further objection or required review by the County or any other agency of the County. It is not the intent of this Section to preclude the normal process of the County's "redlining", commenting on or suggesting alternatives to the proposed designs or specifications in the Development Application. Generally, the County should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed. The County may not impose any duties, obligations, or responsibilities on Master Developer and/or Subdeveloper inconsistent with the terms and conditions of the County's Vested Laws and this MDA.

5.7. Expert Review of Certifications Required for Development Applications.

5.7.1. County Consultant Review. If the County, notwithstanding such a certification by Applicant's experts, subjects the Development Application to a review by County Consultants, the County shall bear the costs of such review if the County Consultants determine that the Applicant's expert certification was materially correct. If the County Consultants determine that the certification in the Development Application was materially incorrect, then Applicant will pay the actual costs of the County Consultants' that would otherwise have been incurred by the County to review the certification contained in the Development Application.

5.7.2. Selection of County Consultants for Review of Certifications Required for Development Applications. The County Consultant undertaking any review by the County required or permitted by this MDA or the County's Vested Laws shall be selected from a list generated by the County for each such County review pursuant to a "request for proposal" process or as otherwise allowed by County ordinances or regulations. Applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed consultants. The anticipated cost and timeliness of such review may be a factor in choosing the expert.

5.8. County Denial of a Development Application. The County cannot use the Development Application process to impose upon Church Corporation, Master Developer and/or Subdeveloper greater obligations than agreed to in this MDA and P-C Zone Plan, or to avoid the County's responsibilities, obligations, or costs as set forth in this MDA and the P-C Zone Plan, and the County cannot Deny or condition approval of a Development Application to impose upon Master Developer or Subdeveloper any obligation or cost assumed by the County in this MDA. If the County denies a Development Application the County shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the County believes that the Development Application is not consistent with this MDA, the P-C Zone Plan and/or the County's Vested Laws (or, if applicable, the County's Future Laws).

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

5.10. County Denials of Development Applications Based on Denials from Non-County Agencies. If the County's denial of a Development Application is based on the denial of the Development Application by a Non-County Agency, Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

5.11. Mediation of Development Application Denials.

5.11.1. Issues Subject to Mediation. All issues resulting from the County's Denial of a Development Application that are not subject to arbitration as provided in Section 5.12.1 shall be mediated.

5.11.2. Mediation Process. If the County and Applicant are unable to resolve a disagreement subject to mediation, the Parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the issue in dispute. If the Parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant and the County shall equally share the fees of the chosen mediator. Within ten (10) business days after the selection of the chosen mediator, each party shall provide to the chosen mediator and the other party a position paper setting forth their position, along with any relevant fact and circumstances. The chosen mediator shall within fifteen (15) business days, review the positions of the Parties regarding the mediation issue and promptly attempt to mediate the issue between the Parties. If the Parties are unable to reach agreement, the mediator shall notify the Parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the Parties. The Parties agree to act in good faith and participate in the mediation process in order to reach a resolution of the dispute.

5.12. Arbitration of Development Application Objections.

5.12.1. Issues Subject to Arbitration. Issues regarding the County's Denial of a Development Application that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration. The failure of a Development Application to comply with an applicable Federal, State or County Vested Law (or, if applicable, a County Future Law) is not an issue subject to arbitration. In such an event, and notwithstanding anything herein to the contrary, Applicant shall have all rights and remedies available under applicable law to appeal such decision to district court.

5.12.2. Mediation Required Before Arbitration. Prior to any arbitration the Parties shall first attempt mediation as specified in Section 5.11.

5.12.3. Arbitration Process. In connection with all issues described in Section 5.12.1, and issues not resolved through mediation, the Parties shall within ten (10) business days appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the Parties are unable to agree on a single acceptable arbitrator they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator, which shall be an expert in the professional discipline of the issue in question. Applicant and the County shall equally share the fees of the chosen arbitrator. The arbitration shall be performed in accordance with the most recently enacted American Arbitration Association Commercial Arbitration Rules and Procedures provided that within thirty (30) days after selection of the arbitrator the Parties shall submit to the arbitrator a statement of their respective positions. Upon mutual agreement of the Parties, they may modify the rules and procedures pertaining to the arbitration. The chosen arbitrator shall within fifteen (15) business days after receipt of the position statements, review the positions of the Parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final. If the arbitrator determines as a part of the decision that the County's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator shall order the offending party to pay the arbitrator's fees. The Arbitrator's decision shall not be binding on either

Party but shall give good faith guidance to each once a final decision has been rendered, either Party may seek redress in district court.

5.13. **Modifications to this MDA.** Any amendment, modification, or supplement to this MDA must be in writing and approved by the County, Church Corporation and Master Developer. Only Church Corporation, Master Developer or an assignee that succeeds to all of the rights and obligations of Master Developer under this MDA (and not including a Subdeveloper) may submit an application to modify the MDA. If a Subdeveloper desires to modify the MDA as part of a Development Application, the Subdeveloper must obtain Church Corporation's and Master Developer's approval to such modification. Notwithstanding the foregoing, the Parties (not the Subdeveloper unless specifically authorized) may mutually determine to waive one or more provisions hereof as such provisions relate to a particular Development Application, without formally amending the MDA.

6. **Application Under County's Future Laws.** Church Corporation with respect to the Church Corporation Property, Master Developer or any Subdeveloper with respect to the Developer Property may at any time, choose to submit a Development Application for all of the Project or any portion thereof under the County's Future Laws in effect at the time of the Development Application, subject, in each case, to the terms of Section 3.3.1.

7. **Open Space.**

7.1. **Conveyance of Open Space within the Developer Property.** Master Developer may convey those parks and other portions of Open Space generally illustrated on the P-C Zone Plan to SPSA and enter into a System Improvement Agreement with SPSA. Notwithstanding the foregoing, Master Developer reserves the right to enter into an agreement with any other third party for the maintenance and repair of the Open Space, including, without limitation, an owners' association created within the Project.

7.2. **Maintenance of Open Space, Parks and Trails.** Master Developer shall be responsible for entering into dedication or maintenance agreements with SPSA or other third-party with respect to maintaining the Open Space within the Developer Property generally illustrated on the P-C Zone Plan.

8. **Public Improvements.**

8.1. **Acquisition of Rights-of-Way.** In the event the County requires that the alignment for any Capital Improvement Road deviate from the alignment shown on the P-C Zone Plan whereby more of the Developer Property is required to be used for any Capital Improvement Road that would have been required if such alignment was consistent with the P-C Zone Plan, the County shall compensate the Master Developer for the differential between the amount of the Developer Property projected to be used for such Capital Improvement Road on the P-C Zone Plan and the amount of the Developer Property required by the newly required alignment of such Capital Improvement Road. For the avoidance of doubt, in the event that Master Developer and/or a Subdeveloper requests any such realignment of any Capital Improvement Road, the provisions of the immediately preceding sentence shall not apply.

8.2. **System Improvement Agreement(s).** County hereby acknowledges that Master Developer may enter into an agreement with SPID or other third-party for the development, construction, operation, maintenance, and repair of System Improvements, Culinary Water System Improvements, Secondary Water System Improvements, and Sewer System Improvements for the Project (such agreement referred to herein as a "**System Improvement Agreement**"). To the extent Master Developer enters into a System Improvement Agreement for any System Improvements, Culinary Water System Improvements, Secondary Water System Improvements, and Sewer System Improvements, County and Master Developer agree to the extent this MDA or the P-C Zone Plan conflict with the System Improvement Agreement, the System Improvement Agreement

shall control. Furthermore, County and Master Developer agree to amend this MDA, or execute any other documents that are reasonably necessary, to align this MDA with the applicable System Improvement Agreement.

8.3. **Water and Sewer Service.** The County represents that at the present time the County lacks sufficient capacity to provide secondary or culinary water and sewer service to the Developer Property, and acknowledges that Master Developer is responsible for entering into a System Improvement Agreement for the delivery of secondary and culinary water to the Developer Property and for sewer service. Accordingly, neither Church Corporation, the Master Developer and its successors and assigns, nor Subdevelopers, shall have any obligation to dedicate or convey water to the County or to pay any fee, charge, or assessment related to acquiring or providing such water or sewer service, or any other public utility service if such service is provided by a third-party other than the County, so long as Master Developer has entered into a valid and existing System Improvement Agreement (defined below).

8.4. **No Additional Off-Site Improvements Requirements.** Except as otherwise agreed to by County and the Master Developer, the County shall not, directly or indirectly; (a) charge the Church Corporation, Master Developer, its affiliates or successors, Subdevelopers any development fees, impact fees, water hookup fees, or any similar fees, charges, assessments or exactions for Off-Site Improvements for the development of the Project except as may be otherwise allowed by law and provided in this MDA; or (b) require any additional Off-Site Improvements, including, without limitation, any other off-site rights-of way; or (c) otherwise condition the development of any portion of the Developer Property on Master Developer installing Off-Site Improvements, except to the extent expressly permitted in this MDA.

8.5. **Certain Project Improvements.** The County acknowledges that the development of certain portions of the Church Corporation Property and Developer Property is influenced by the location of certain elements of the Project Improvements located on the respective properties. Changes in the precise locations of elements of the Project Improvements located on the Church Corporation Property and Developer Property may render the development of certain portions of the properties impractical (e.g., a proposed road is moved or designed in a way so that it leaves a portion of property no longer economically or developmentally practical for a certain type of use). The County agrees that it shall not materially modify the alignment of any roads or otherwise change the design of any of the Project Improvements unless mutually agreed upon by the County and Church Corporation and Master Developer, as applicable, such agreement not be unreasonably withheld or delayed by either party.

8.6. **Bonding.** If and to the extent required by the County's Vested Laws, unless otherwise provided by Chapter 17-27a of the Utah Code as amended, security for any Project Improvements is required by the County it shall provide in a form acceptable to the County as specified in the County's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the County's Vested Laws.

9. **Upsizing; Amendments to IFFPs.**

9.1. **Upsizing.** The County shall not require Master Developer to “upsized” any public infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, the County shall only be responsible to compensate Master Developer for the 10% cost increase. An acceptable financial arrangement for upsizing of improvements means a reimbursement agreement in a mutually agreeable form entered into by and between the County and Master Developer with respect to the Project.

9.2. **Amendments to Impact Fee Facility Plans.** To the extent that any Impact Fee Facility Plan is currently inconsistent with the P-C Zone Plan, the County shall promptly commence and use good faith efforts to diligently pursue to completion an amendment to each such Impact Fee Facility Plan such that each such plan will be consistent with the P-C Zone Plan and any other plan for the Developer Property set forth in this MDA and use good faith efforts to cause each such plan to be so amended within twelve (12) months of the date hereof.

9.3. **Limitations on Impact Fee Use.** The County acknowledges and agrees that the Impact Fees generated from the Project are to be used first to fund any system improvements located or to be located on the Project. To the extent that, as reasonably determined by the County and Master Developer, the Impact Fees collected or to be collected from the Project exceed the cost of the system improvements located or to be located on the Project, such excess Impact Fees may be used by the County to fund off-Project costs to the extent permitted by applicable law.

10. **Default.**

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

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

10.2.1. **Specific Claim.** Specify the claimed event of Default;

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

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

10.2.4. **Optional Cure.** If the County chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than ninety (90) days duration.

10.3. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default the Parties shall engage in the “Meet and Confer” and “Mediation” processes specified in Sections 5.11 and 5.13. If the claimed Default is subject to Arbitration as provided in Section 5.12 then the Parties shall follow such processes.

10.4. **Remedies.** If the Parties are not able to resolve the Default by “Meet and Confer” or by Mediation, and if the Default is not subject to Arbitration, or Arbitrator does not yield a desired result, then the Parties may have the following remedies:

10.4.1. **Law and Equity.** All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages; provided, however, Church Corporation, Master Developer and/or Subdeveloper shall not pursue an action for monetary damages, except under the following circumstances: (a) any default by the County for non-payment of funds by the County, (b) any default arising from fraud, bad faith, or gross negligence by the County, (c), and/or (d) any default arising from the County where specific performance is unavailable as a remedy, provided that any claim under this clause (d) shall be capped at the amount of available insurance then maintained by the County.

10.4.2. Self-help. In the event of a default by the County, to the extent possible, Master Developer and/or Subdeveloper shall perform the County's obligations. In such an event, the County shall reimburse the Master Developer and/or Subdeveloper for the costs incurred associated with the performance of the County's obligations within ten (10) days after written demand. If the County fails to reimburse the Master Developer and/or Subdeveloper within such ten (10) day period, the amount due shall accrue interest at the Interest Rate. Notwithstanding the foregoing, if any amount owed by the County to the Master Developer and/or the Subdeveloper is not paid within ninety (90) days after such amount is due, Master Developer and/or the Subdeveloper shall have the right to exercise any remedies available under this MDA, at law or in equity against the County.

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

10.4.4. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of (i) the Project in the case of a default by Church Corporation, Master Developer, or (ii) those Parcels/Pods owned by the applicable Subdeveloper in the case of a default by such Subdeveloper, in each case until the applicable Default has been cured.

10.5. **Public Meeting**. Before any remedy in Section 10.4 may be imposed by the County, the party allegedly in Default shall be afforded the right to attend a public meeting before the Commission and address the Commission regarding the claimed Default.

10.6. **Emergency Defaults**. Anything in this MDA notwithstanding, if the Commission finds on the record that a default materially impairs and creates a compelling, countervailing interest of the County and that any delays in imposing such a default would also result in a compelling, countervailing interest of the County then the County may impose the remedies of Section 10.4.2 and 10.4.3 without the requirements of Section 10.5. The County shall give Notice to Church Corporation, Master Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be allowed to address the County Commission at that meeting regarding the claimed emergency Default.

10.7. **Extended Cure Period**. If any Default cannot be reasonably cured within ninety (90) days, then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence, but in no case longer than one-hundred fifty (150) days.

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

10.9. **Default of Assignee**. A default of any obligations assumed by an assignee shall not be deemed a default of Church Corporation or Master Developer.

11. **Notices**. Except as otherwise required by law, any notice, demand, or request given in connection with this MDA shall be in writing and shall be given by personal delivery, overnight courier service, facsimile, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to the applicable party at the following addresses:

To Church Corporation

The Church of Jesus Christ of Latter-day Saints
Attn: Terry Bradshaw
50 E. North Temple, 10th Floor

Salt Lake City, Utah 84150

To the Master Developer:

Suburban Land Reserve, Inc.
Attn: Benson Whitney
51 S. Main Street, Suite 301
Salt Lake City, Utah 84111

With a copy (which shall not be considered notice) to:

Kirton McConkie
Attn: Robert C. Hyde
50 East South Temple
Salt Lake City, Utah 84111

To the County:

Tooele County
Community Development Department
47 South Main Street
Tooele, Utah 84074

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or facsimile, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the Notice is actually received or delivery is refused.

12. **Estoppel Certificate.** Upon ten (10) calendar days prior written request by Church Corporation, Master Developer or a Subdeveloper, the County will execute an estoppel certificate to any third party certifying that Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this MDA.

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

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

15. **No Third Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the County, Church Corporation and Master Developer. Further, the Parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA refers to a private development and that the County has no interest in, responsibility for or duty to any third parties concerning any improvements to the Developer Property or unless the County has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under County's Vested Laws and as allowed by state law—for the dedicated public improvement shall be the County's.

16. **Assignability.** The rights, responsibilities, benefits, obligations, and burdens of Church Corporation

and Master Developer under this MDA may be assigned in whole or in part by Master Developer with the consent of the County as provided herein; provided that no such consent shall be required to so assign to any Subdeveloper.

16.1. **Sale of Lots.** Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment," unless specifically designated as such an assignment by the Master Developer.

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

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

16.4. **Time for Objection.** To the extent County has consent rights to an assignment, unless the County objects in writing within twenty (20) business days of notice, the County shall be deemed to have approved of and consented to the assignment.

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

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

16.7. **Release of Master Developer.** Master Developer represents and the County acknowledges that as of the recording of this MDA the Master Developer intends to sell portions of the Developer Property and does not intend to develop any portion of the Developer Property itself. In the event Master Developer sells or conveys any portion of the Developer Property, such sale shall be deemed a partial assignment and Section 16.5 and this Section 16.7 shall apply, and Master Developer shall be fully and completely released from any obligations whatsoever related to the portion of the Developer Property sold, and the County shall look solely to the Subdeveloper for performance hereunder relating to the Parties of the Developer Property sold.

17. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, configurations, and Density as applicable to such Parcel and be subject to the same limitations and rights of the County when owned by Master Developer and as set forth in this MDA without any required approval, review, or consent by the County except as otherwise provided herein. The County agrees that this MDA is a contract and contains

contractual obligations of the County, and is fully enforceable and binding upon the County and the County's successors-in-interest.

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

19. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and effect; provided, however, if any of the County's representations, covenants, agreements, or obligations are invalidated, either Church Corporation or Master Developer shall have the right, in its sole and absolute discretion, to terminate this MDA and/or pursue any remedies available under this MDA.

20. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this MDA which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

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

22. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the County and Master Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments and the Master Developer. The initial representative for the County shall be the County Commissioner and the initial representative for Master Developer shall be Benson Whitney of Suburban Land Reserve, Inc. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Project.

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

24. **Applicable Law.** This MDA is entered into in Salt Lake County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

25. **Venue.** Any action to enforce this MDA shall be brought only in the Third District Court for the State of Utah, Tooele County.

26. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties. In the event that a material amendment to this MDA is requested by Master Developer, Master Developer acknowledges that, as a requirement for entering into any such material amendment, the County will require that Master Developer agree that the County's Vested Laws be updated to the then existing ordinances, policies, standards and procedures of the County in effect as of the date of such amendment.

27. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. The data disk of the County's Vested Laws, Exhibit "D", shall not be recorded in the chain of title. A secure copy of Exhibit "D" shall be filed with the County Recorder and each party shall also have an identical copy.

28. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the County, the signature of the County Commissioner of the County is affixed to this MDA lawfully binding the County pursuant to Tooele County Code § 1-2-4.

29. **No Cross Default.** Notwithstanding any language to the contrary herein, the County hereby agrees that no default by Church Corporation or Master Developer shall be deemed a default by, or shall in any way affect, any Subdeveloper and no such default shall by Church Corporation or Master Developer shall in any way hinder, limit, stop, delay, impede, or obstruct any work of any Subdeveloper or any Development Application of any Subdeveloper. In no event shall the County have the right, in the event of any default by Church Corporation or Master Developer, to condition or delay in any way the approval or any Development Application or any other approval or permit sought by any Subdeveloper until any such default by the Church Corporation or Master Developer, as applicable, is cured. Correspondingly, notwithstanding any language to the contrary herein, the County hereby agrees that no default by Subdeveloper shall be deemed a default by, or shall in any way affect, Church Corporation and Master Developer or any other Sub-developer and no such default shall by such Subdeveloper shall in any way hinder, limit, stop, delay, impede, or obstruct any work of Church Corporation and Master Developer or any other Sub-developer or any Development Application submitted by Church Corporation, Master Developer or any other such Subdeveloper. In no event shall the County have the right, in the event of any default by a Subdeveloper, to condition or delay in any way the approval or any Development Application or any other approval or permit sought by Church Corporation, Master Developer or any other Sub-developer until any such default by defaulting Sub-developer is cured.

(signatures to follow)

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

MASTER DEVELOPER:

SUBURBAN LAND RESERVE, INC.,
a Utah corporation

By: _____
Name: R. Steven Romney
Its: President

CHURCH CORPORATION:

THE CHURCH OF JESUS CHRIST
OF LATTER-DAY SAINTS,
a Utah corporation sole

By: _____
Name: _____
Its: Authorized Agent

COUNTY:

TOOELE COUNTY,
a political subdivision of the State of Utah

By: _____
Name: _____
Its: _____

Approved as to form and legality:

Attest:

County Attorney

City Recorder

CITY ACKNOWLEDGMENT

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

On the ____ day of _____, 2020, personally appeared before me _____ who being by me duly sworn, did say that he is the _____ of Tooele County, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the County by authority of its _____ and said _____ acknowledged to me that the County executed the same.

WITNESS my hand and official seal.

Notary Public for the State of Utah

MASTER DEVELOPER ACKNOWLEDGMENT

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

On the ____ day of _____, 2020, personally appeared before me R. Steven Romney, who being by me duly sworn, did say that he is the President of Suburban Land Reserve, Inc., a Utah corporation, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

WITNESS my hand and official seal.

Notary Public for the State of Utah

CHURCH CORPORATION ACKNOWLEDGMENT

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

On this _____ day of _____, 2020, personally appeared before me _____, personally known to me to be an Authorized Agent of **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole**, to execute said instrument on behalf of said Corporation and that said Corporation executed the same.

WITNESS my hand and official seal.

Notary Public for the State of Utah

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of the Church Corporation Property
Exhibit "B"	Legal Description of the Developer Property
Exhibit "C"	Capital Improvement Roads
Exhibit "D"	County's Vested Laws
Exhibit "E"	P-C Zone Plan
Exhibit "F"	MDA Ordinance

Exhibit "A"

Legal Description of the Church Corporation Property

A PORTION OF THE NORTHEAST QUARTER OF SECTION 33 AND THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED BY SURVEY AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 36, SAID POINT BEING LOCATED S89°39'27"W ALONG THE QUARTER SECTION LINE 75.34 FEET AND N00°01'05"W 24.57 FEET FROM THE EAST 1/4 CORNER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N47°38'55"E 56.84 FEET; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 36 THE FOLLOWING THREE (3) COURSES: (1), N0°18'45"W 465.23, THENCE S89°42'07"W 15.00 FEET, THENCE N0°18'45"W 1393.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE S89°58'55"W 1022.84 FEET; THENCE N0°18'45"W 660.01 FEET; THENCE N89°58'55"E 1022.84 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 36, THENCE ALONG SAID RIGHT-OF-WAY LINE S0°18'45"E 660.01 FEET TO THE POINT OF BEGINNING

CONTAINS: ±15.50 ACRES

Exhibit "B"

Legal Description of the Developer Property

A PORTION OF THE NORTHEAST QUARTER OF SECTION 33 AND THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED BY SURVEY AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ERDA WAY, SAID POINT BEING LOCATED S89°39'27"W ALONG THE QUARTER SECTION LINE 724.73 FEET AND N00°01'05"W 23.16 FEET FROM THE EAST 1/4 CORNER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF ERDA WAY S89°32'00"W 1686.66 FEET TO THE EAST RIGHT-OF-WAY LINE OF LIDDELL LANE; THENCE N0°18'55"W ALONG SAID RIGHT-OF-WAY LINE 1946.72 FEET TO THE SOUTH LINE OF BLAKE ESTATES SUBDIVISION; THENCE ALONG SAID SUBDIVISION THE FOLLOWING THREE (3) COURSES: N88°37'54"E 248.49 FEET; THENCE N0°18'55"W 653.71 FEET; THENCE N0°50'27"W 88.27 FEET TO THE SOUTHEAST CORNER OF JUDY MILLBURN MINOR SUBDIVISION; THENCE N0°24'28"W ALONG THE EAST LINE OF SAID SUBDIVISION 412.38 FEET TO THE SOUTHWEST CORNER OF ENGLAND ESTATES SUBDIVISION; THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING TWO (2) COURSES: N89°20'55"E 830.65 FEET; THENCE N0°30'35"W 803.05 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CHURCH ROAD (A 50' WIDE COUNTY ROAD); THENCE N89°47'23"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID ROAD 773.09 FEET TO THE NORTHWEST CORNER OF 7C SUBDIVISION AMENDED; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING TWO (2) COURSES: S0°12'01"E 997.11 FEET; THENCE N89°58'12"E 517.44 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 36; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 36, S0°18'45"E 349.69 FEET; THENCE WITH THE PROPOSED TEMPLE SITE THE FOLLOWING THREE (3) COURSES: (1) S89°58'55"W 1022.84 FEET; THENCE (2) S00°18'45"E 660.01 FEET, THENCE (3) N89°58'55"E 1022.84 FEET TO THE SAID WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 36, THENCE S00°18'45"E 1393.29 FEET, THENCE N89°42'07"E 15.00 FEET; THENCE S0°18'45"E 7.59 FEET TO THE NORTH LINE OF PARCEL NO. 05-049-0-0032; THENCE S89°39'27"W ALONG SAID REAL PROPERTY 264.00 FEET TO A POINT, THENCE S00°18'45"E 119.69 FEET TO THE NORTH LINE OF PARCEL NO. 16-079-0-0001, THENCE S89°49'01"W 427.61 FEET, THENCE S00°18'45"E 377.84 FEET THE POINT OF BEGINNING.

CONTAINS: ±151.76 ACRES

Exhibit "C"

Capital Improvement Roads

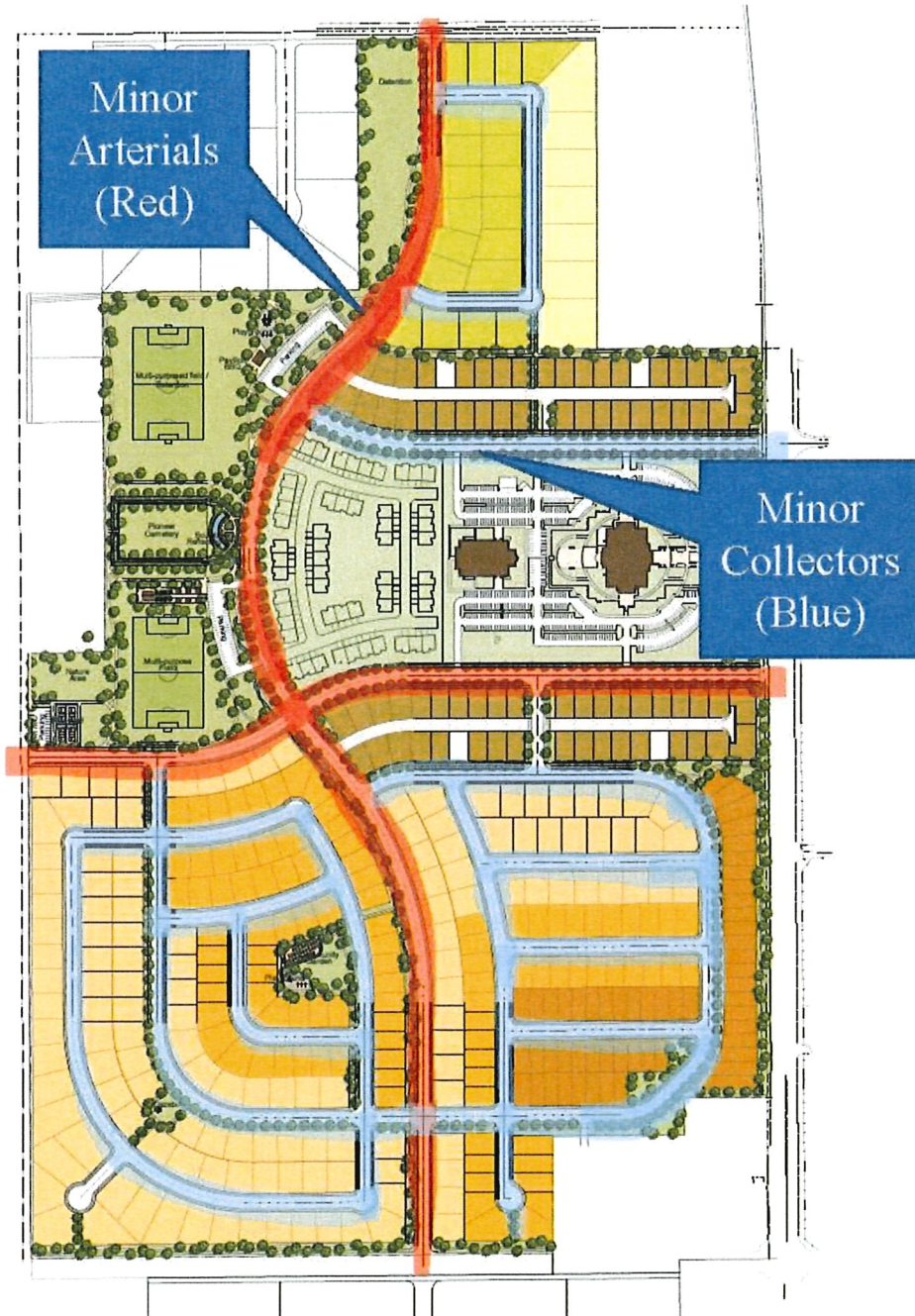


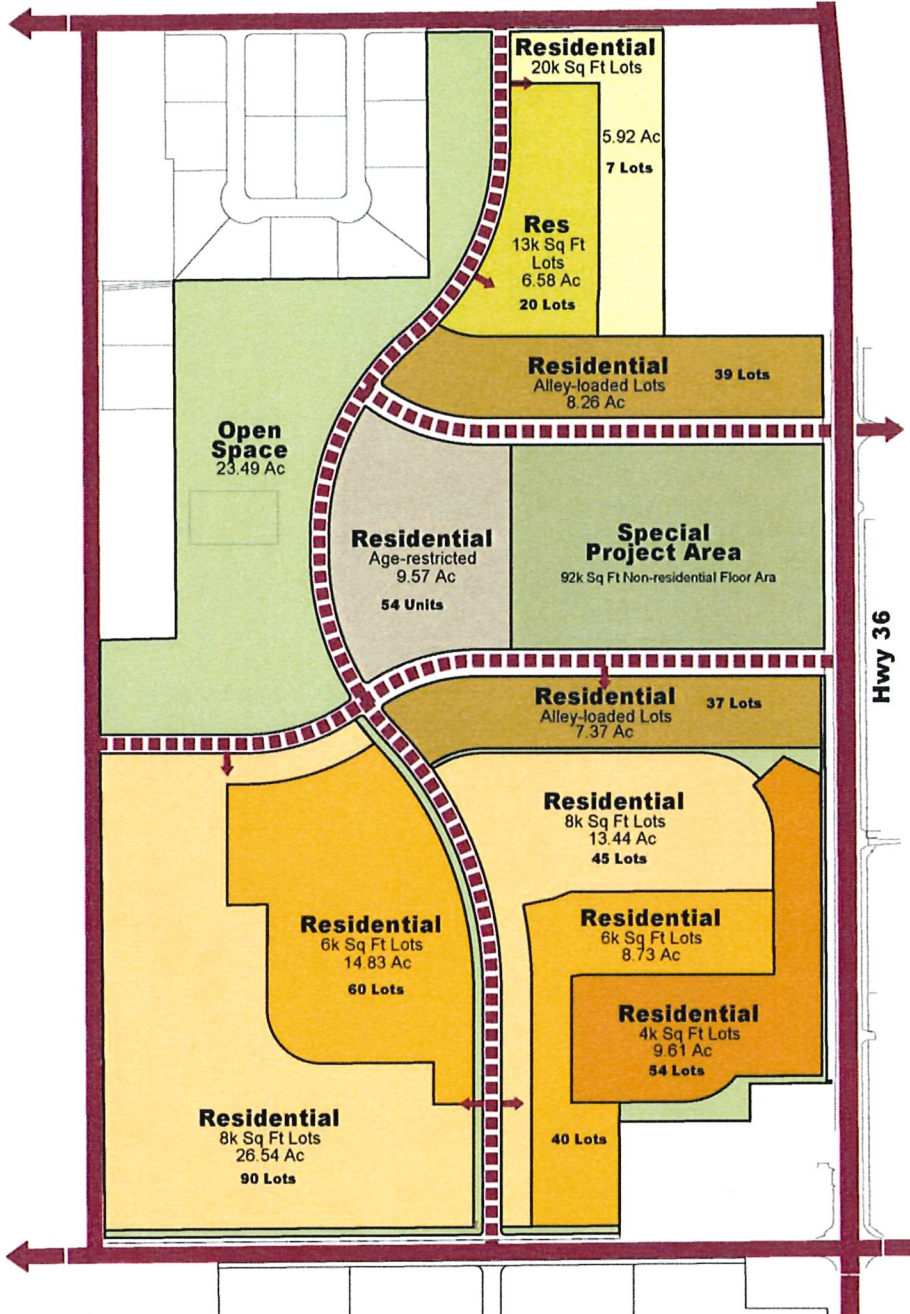
Exhibit "D"

County's Vested Laws

Not attached for recording purposes. See Section 29.

Exhibit "E"

P-C Zone Plan



Site Summary

Total Site Area	167,261 Ac
Special Project Area OS	9.30 Ac
Open Sp Parks & Trails	31.97 Ac
Limited Common OS	1.91 Ac
Total Open Space Area	43.18 Ac (25.81%)

April 8, 2020



Concept Plan
Suburban Land Reserve, Erda, Utah

Exhibit "F"

MDA Ordinance

(see attached)

[NOTE: REPLACE THIS PAGE WITH FINAL, EXECUTED COPY OF MDA ORDINANCE]