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Herriman City
Attn: City Recorder
5355 West Herriman Main Street
Herriman, Utah 84096

MASTER DEVELOPMENT AGREEMENT

FOR

PANORAMA

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**MASTER DEVELOPMENT AGREEMENT
FOR
PANORAMA**

This Master Development Agreement is made and entered into between the City and the following: (1) BLUE FERN FARMS, LLC, a Utah limited liability company; (2) DAI ROSECREST, LLC, a Utah limited liability company; (3) DAI SPRINGS, LLC, a Utah limited liability company; (4) DEL SCOTT CHRISTENSEN TRUST, U/D/T dated February 14, 2014; (5) INNOVATIVE EXCAVATING AND CONSTRUCTION, LLC, a Utah limited liability company; (6) JNJB HERRIMAN, LLC, a Utah limited liability company; (7) RIVERSIDE DEVELOPMENT, LLC, a Utah limited liability company; (8) PEEL CONSTRUCTION, INC. PROFIT SHARING PLAN AND TRUST; (9) THE PEEL FAMILY TRUST; (10) DENNIS STONG; (11) WILLIAMSEN HERRIMAN, LLC, a Utah limited liability company; (12) PAUL T. & VIEMARIE KNOUSE, as joint tenants; (13) CS MISEK PROPERTY, LLC, a Utah limited liability company; (14) HERRIMAN DAI, LLC, a Utah limited liability company; and (15) PANORAMA DEVELOPERS, LLC, a Utah limited liability company. This MDA is effective on the date the last Party executes this MDA as indicated by the date stated under that Party's signature line.

RECITALS

A. The Property is made up of a number of different parcels which are owned by Owners.

B. The Parties desire to enter into this MDA to specify the rights and responsibilities of Owners to develop the Property as expressed in this MDA, and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

C. Prior to the execution of this MDA, portions of the Property were included within the Rosecrest MDA and the Wasatch MDA. Other portions of the Property were not included in any development agreement and are only developable under the current base zoning applicable to such portions of the Property. Accordingly, this MDA is being considered concurrently with amendments to the Rosecrest MDA and the Wasatch MDA in an effort to more thoroughly define the development of the Project, the development of the property within the Rosecrest MDA, and the development of the property within the Wasatch MDA. In light of that coordination, each Owner recognizes that there will be significant benefits to developing the Property in a coordinated manner with the Owners to this Agreement and the master developers under the Rosecrest MDA and Wasatch MDA.

D. For example, the Backbone Infrastructure crosses a number of different parcels within the Property as well as within portions of property located in the Rosecrest MDA and Wasatch MDA. In an attempt to timely and efficiently construct such Backbone Infrastructure (along with other portions of public infrastructure needed for the Project, the development of the Rosecrest MDA, and the development of the Wasatch MDA), the Owners have coordinated the master planning of the Project along with the master developers of the Rosecrest MDA and Wasatch MDA. The Master Plan therefore reflects portions of property under the Rosecrest MDA and the Wasatch MDA in order to illustrate how such cooperation has been planned (and subsequently approved by the City) for the respective developments. Notwithstanding, the development of those portions of property located within the Rosecrest MDA and Wasatch MDA that are depicted on the Master Plan will be governed by those respective development agreements.

E. In coordinating the planning and development of the Property as a "master plan" as set forth herein, the Owners will provide a variety of residential housing types, Open Space, and other commercial uses that will provide substantial economic benefits to the City and its residents by, among other things, requiring orderly development of the Property.

F. Additionally, the number, type, and intensity of residential uses approved for development within the Project are purposefully designed to help mitigate the housing shortage while placing higher intensity uses areas near major transportation corridors while preserving other areas for medium to low density including single-family homes on large lots.

G. The Parties understand that the intent of this MDA is to be treated as a “development agreement” within the meaning of, and entered into pursuant to, the terms of UTAH CODE ANN. §10-9a-101, *et seq.*

H. The City, acting pursuant to its authority under UTAH CODE ANN. § 10-9a-102(2), and the City’s Vested Laws, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to exercise its legislative discretion to enter into this MDA for the purpose of regulating the development of the Property pursuant to the terms contained herein.

I. This MDA and all of its associated “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59 were considered by the Planning Commission in a public meeting where a public hearing was held on October 2nd, 2024 pursuant to UTAH CODE ANN. § Section 10-9a-532(2)(iii), in making a recommendation to the City Council.

J. The City finds that this MDA, the General Plan (as depicted in Exhibit K), and the Zoning constitute the completion of the “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions by the City Council regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59.

K. This City’s entry into this MDA is authorized by the adoption of Ordinance No. _____ on November 13, 2024.

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

AGREEMENT

ARTICLE 1
DEFINITIONS

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

1.1. **Administrative Modifications** means those modifications to this MDA that can be approved by the Administrator pursuant to Section 7.

1.2. **Administrator** means the person designated by the City as the Administrator of this MDA.

1.3. **Applicant** means a person or entity submitting a Development Application.

1.4. **Architectural Review Committee (“ARC”)** means the architectural review committee created by the Master Developer or its affiliate(s).

1.5. **Backbone Infrastructure** means those items of public infrastructure located within the Backbone Road, and including the Backbone Road, which are infrastructure improvements of a

comprehensive scale that are part of the overall development of the City's public infrastructure systems. The Backbone Infrastructure is considered to be a "System Improvement" as defined in UTAH CODE ANN. § 11-36a-102(22) and shall be designed and constructed to accommodate the Maximum Residential Units as well as other adjacent property as identified in the City's current master plans.

1.6. **Backbone Road** means the collector road depicted in the Design Guidelines and with approved design set forth in Exhibit H.

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

1.8. **City** means Herriman City, a political subdivision of the State of Utah.

1.9. **City's Future Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the City 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.

1.10. **City's Vested Laws** means the ordinances, policies, standards and procedures of the City in effect as of the date of the execution of this MDA. A relevant portion of the City's Vested Laws is attached as Exhibit G, with each party having a full digital copy.

1.11. **Civic Uses** means any land use by the City which is designated as "public and civic" as set forth in the table of uses of Section 10-16-1 of the City's Vested Laws.

1.12. **Commercial Site** means a portion of the Project being developed for commercial, mixed use, retail, office, or any other use that is not exclusively residential.

1.13. **Commercial Site Plan** means a Development Application for developing a Commercial Site.

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

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

1.16. **Design Guidelines** means those design, engineering, and land-use elements specific to the development of the Project as set forth in the attached Exhibit E.

1.17. **Development** means the development of any improvement, whether public or private, on the Project pursuant to an approved Development Application, including, but not limited to, any Public Infrastructure, Private Improvement, Subdivision, Commercial Site or any of the Intended Uses.

1.18. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision, Commercial Site Plan or any other permit, certificate or other authorization from the City required for development of the Project.

1.19. **Dispute** means any disagreement between the Parties regarding the administration or implementation of the MDA, including but not limited to Denial or a Default.

1.20. **East Open Space** means that approximately 7.3 acres of real property owned by DAI Springs which is intended to be dedicated to the City as additional consideration for the conveyance of the Storm Drain Parcel as set forth in Section 3.9.

1.21. **Extractable Natural Materials** means any rock, sand, or gravel products which may be used by the Master Developer or Owners, and/or their agents, successors, assigns, tenants, guests, and invitees as more fully specified herein.

1.22. **Grading Plan** means the plan for grading to final development grades for the Project as depicted in Exhibit F.

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

1.24. **Juniper Crest Improvements** means the landscaping for Juniper Crest located outside the boundary of the Project as depicted in Exhibit I.

1.25. **Master Developer** means Panorama Developers, LLC, a Utah limited liability company, and its assignees or transferees as permitted by this MDA.

1.26. **Master Plan** means the general layout of the types and areas of development of the Project as illustrated on Exhibit C.

1.27. **Maximum Residential Units** means the development on the Property of One Thousand Seven Hundred Sixteen (1,716) Residential Dwelling Units.

1.28. **MDA** means this Master Development Agreement including all of its Exhibits.

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

1.30. **Open Space** means a use of land for active or passive, public or private, outdoor space. Such land is preserved for the purpose of conservation, preservation, agriculture, resource enhancement, recreation, enhancing value of adjacent properties, or otherwise providing a buffer to adjacent uses.

1.31. **Owner** means any one or more of the Owners where no distinction is made between them.

1.32. **Owners** means, collectively, all of the following:

1.32.1. **Blue Fern** means Blue Fern Farm, LLC, a Utah limited liability company;

1.32.2. **DAI Rosecrest** means DAI Rosecrest, LLC, a Utah limited liability company;

1.32.3. **DAI Springs** means DAI Springs, LLC, a Utah limited liability company;

1.32.4. **DAI Herriman** means DAI Herriman, LLC, a Utah limited liability company;

1.32.5. **DCST** means Del Scott Christensen Trust, U/D/T dated February 14, 2014;

- 1.32.6. **Innovative** means Innovative Excavating and Construction, LLC, a Utah limited liability company;
- 1.32.7. **JNJB** means JNJB Herriman, LLC, a Utah limited liability company;
- 1.32.8. **Knouse** means Paul T. & Viemarie Knouse, as joint tenants;
- 1.32.9. **Misek** Means CS Misek Property, LLC, a Utah limited liability company;
- 1.32.10. **Peel 1** means Peel Construction, Inc., Profit Sharing Plan and Trust;
- 1.32.11. **Peel 2** means The Peel Family Trust, Bypass Trust, dated October 3, 1973;
- 1.32.12. **Riverside** means Riverside Development, LLC, a Utah limited liability company;
- 1.32.13. **Stong** means Dennis Stong;
- 1.32.14. **Williamsen** means Williamsen Herriman, LLC, a Utah limited liability company.
- 1.33. **Panorama Park** means the Open Space and improvements depicted in the Design Guidelines.
- 1.34. **Parties** means all or the relevant group of Owners, Master Developer, and the City.
- 1.35. **Party** means either an Owner, Master Developer, or the City individually (or in the case of Owners, all of Owners collectively).
- 1.36. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, Intended Uses, Maximum RDUs, Open Space, and phases and all of the other aspects approved as part of this MDA.
- 1.37. **Property** means that approximately 319 acres of real property owned or controlled by the Owners as more fully described in Exhibit A.
- 1.38. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application including, but not limited to, the Backbone Infrastructure.
- 1.39. **Residential Dwelling Unit (“RDU”)** means a single unit intended to be occupied for residential living purposes; and, for purposes of calculating the Maximum Residential Units, each Detached Single Family Dwelling Unit and each individual unit within a multi-family dwelling, apartment building, condominium, or time-share shall individually equal one RDU. Accessory apartments, casitas, and other similar uses that are ancillary to a primary residential use shall not be counted as a Residential Dwelling Unit for purposes of the Maximum Residential Units.
- 1.40. **Rosecrest MDA** means the Amended and Restated Master Development Agreement for the Rosecrest Master Plan Community recorded on January 28, 2009, as Entry #10608304 in Book 9679, Page 97-973A in the records of the Salt Lake County Recorder, and as amended.

1.41. **Storm Drain Parcel** means that 2.72 acres of real property owned by the City which was originally dedicated to the City for use as a storm drain facility and which is identified as Salt Lake County Parcel No. 33-08-352-001.

1.42. **Subdeveloper** means an entity or person not “related” (as defined by Internal Revenue Service regulations) to any Owner or Master Developer which purchases a parcel for development and, pursuant to an assignment approved by the City pursuant to Section 8 hereof, is assigned the rights and assumes the responsibilities of this MDA applicable to such parcel as more specifically set forth in the approved assignment and assumption agreement.

1.43. **Subdivision** means the division of any portion of the Project into developable lots pursuant to Utah state code.

1.44. **Village** means a portion of the project as identified in the Village Plan.

1.45. **Village Plan** means the map depicting the location of Villages within the Project and the amount of property and RDU’s within each village as depicted in Exhibit D.

1.46. **Wasatch MDA** means the South Hills Master Development Agreement recorded on April 6, 2009, as Entry #10666381 in Book 9706, Page 6054-6243 in the records of the Salt Lake County Recorder, and as amended.

1.47. **Zoning** means the proposed zoning for the Property as shown on the Zoning Map and more fully detailed in Exhibit B.

ARTICLE 2

VESTED RIGHTS AND RESERVED LEGISLATIVE POWERS

2.1. **Vested Rights.** Consistent with the terms and conditions of this MDA, Master Developer and Owners have the vested right, as defined by UTAH CODE ANN. § 10-9a-509 (2023) and as that term is construed in Utah’s common law, to develop and construct the Project during the term of this MDA in accordance with the terms of this MDA and the City’s Vested Laws. This MDA may modify, in certain respects, the operation of the Code and the City’s Vested Laws pertaining to the Property. To such an extent that the terms and conditions of the MDA conflict with the Code or the City’s Vested Laws, this MDA shall be considered a land use application and an ordinance adopted by the City through its legislative power and consistent with UTAH CODE ANN. § 10-9a-502 (2024), including a review and recommendation from the planning commission and a public hearing, and shall thereafter operate as an amendment to any portion of the Code that is inconsistent with the terms and conditions of this MDA.

2.2. **Reserved Legislative Powers.** The Parties acknowledge that under the laws of the State of Utah (including UTAH CODE ANN. § 10-9a-532 (2024) and the United States, the City’s authority to limit its police power by contract has certain restrictions. As such, the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of the Master Developer and Owners under this MDA and with respect to use under the zoning designations as referenced in this MDA based upon the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Master Developer and Owners under this MDA shall be of general application to all development activity in the City and, unless the City declares an emergency, the Master Developer and Owners shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its

applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

2.3. **Exceptions to Vested Rights.** The City expressly reserves its authority to impose the City's Future Laws to the Project in any one or more of the following circumstances:

- 2.3.1. **Agreement by the Parties.** The City's Future Laws that the Parties agree in writing to the application thereof to the Project.
- 2.3.2. **State and Federal Compliance.** The City's Future Laws that are generally applicable to all Property in the City and which are required to comply with State and Federal laws and regulations affecting the Project.
- 2.3.3. **Codes.** The City's Future Laws that are updates or amendments to existing the International Building Code, APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices, or other 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. Any conflicts between the Parties regarding the potential applicability of updates or amendments to construction codes as set forth in this Section 2.3.3 shall be resolved according to the mediation requirements set forth in Section 9.4 except that the "mediator" shall be an engineer or other applicable expert in the field that is the subject of the conflict.
- 2.3.4. **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all Property, applications, persons, and entities similarly situated.
- 2.3.5. **Fees.** Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.
- 2.3.6. **Impact Fees.** Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City and which meet all requirements of the United States Constitution, Utah Constitution, law and applicable statutes, including but not limited to UTAH CODE ANN. § 11-36a-101 *et seq.*
- 2.3.7. **Generally Applicable Laws not in Conflict with this MDA.** The City regulations, ordinances, resolutions, or policies adopted after the date of this MDA that are not in conflict with the terms and conditions for development of the Property established by this MDA, which are generally applicable throughout the City and which do not increase the cost of developing the Project nor diminish the rights the Owners to develop the Project on the terms set forth herein.

ARTICLE 3
DEVELOPMENT OF THE PROJECT

3.1. **Approved Maximum Residential Units.** The Maximum Residential Units in the Project shall be One Thousand Seven Hundred Seventeen (1,717) Residential Dwelling Units. The type of RDUs shall be generally located in the areas illustrated in the Master Plan, according to the intensities shown in the Village Plan, and as otherwise set forth in this MDA.

3.1.1. ***No Transfer of Density.*** The Owners hereby acknowledge that the number of RDUs allocated to each Village represents the maximum number of RDUs that may be built in each Village. Accordingly, the Owners shall not be permitted to transfer any RDUs from one Village to another. Notwithstanding, the Parties recognize that the layout of RDUs as depicted in the Master Plan and number of RDUs allocated to each Village are based upon initial planning and design measures and that the final layout of RDUs may differ from what is depicted in the Master Plan and Village Plan. Accordingly, the Administrator shall approve any Application that exceeds the number of maximum RDUs for any village so long as the excess RDUs are a result of adjustments to lot layouts across villages and the Village receiving the additional RDU(s) is adjacent to the Village losing the same number of RDU(s).

3.1.2. ***Lot Frontages.*** The Parties acknowledge that the Master Plan depicts the types of each RDU (apartments, townhomes, or single family detached according to lot frontage) to be constructed within the Project. Subject to Section 3.1.1. above regarding the limitations on transfer of density and maximum RDUs for each Village, Owners may adjust the frontages of single family detached RDUs to accommodate a mixture of single family detached RDUs within each Village.

3.2. **Owners' Discretion.** Notwithstanding anything to the contrary herein, nothing in this MDA shall obligate Master Developer or any Owner or Owners to construct any particular portion of the Project or phase therein, and Master Developer and each Owner shall have the discretion to determine whether to construct a particular portion of the Project or phase based on such Owner's or business judgment. Once construction has begun on a specific plat or Subdivision, Master Developer or the relevant Owner(s) shall have the obligation to complete the public and private road, storm drain, water, and other public improvements associated with such plat, Subdivision, or Development Application approval.

3.3. **Acknowledgement of Parcels.** The City acknowledges that any Owner(s) may create or sell a new parcel or a bona fide division of land, as is provided in UTAH CODE ANN. § 10-9a-103(68)(c)(v) (2024), that does not create any individually developable lots in the parcel or Subdivision. The Parties agree that the creation of any such parcel within the boundaries of the Project will not constitute an "illegal subdivision." The general location of the Intended Uses is depicted in the Master Plan. Notwithstanding, the Parties acknowledge that the precise location of the Intended Uses will be determined upon the City's approval of a Development Application as set forth in this MDA and the City's Vested Laws which apply to the Project.

3.4. **Order of Development.** To effectuate the most efficient provision of municipal-type services, new residential phases shall, to the extent practical, be reasonably proximate to residential phases that have been constructed or are being constructed within the Project. Notwithstanding the foregoing, Owners may, pursuant to an approved phase or Subdivision, develop two or more portions of the Project concurrently that are located in different areas of the Project.

- 3.4.1. ***Non-Contiguous Development.*** If portions of the Project are developed in a non-contiguous manner, the Development Application for such non-contiguous portions of the Project shall include plans for vehicular and pedestrian connectivity and the City may require, as a condition of the approval of the Development Application for the non-contiguous portion of the Project, that the Applicant construct the vehicular and/or pedestrian connections pursuant to the applicable approval and in accordance with the road and sidewalk standards contained herein.

3.5. **Grading Plan.** The Parties acknowledge that the Project is made up of a number of different parcels that are under varying ownership. Notwithstanding, the Parties recognize that the most efficient development of the Project (including all Public Infrastructure) is achieved by mutually master planning all elements of the Project. Accordingly, the Parties have established the Grading Plan to facilitate orderly cross-parcel development of the Project. The City acknowledges that the Grading Plan sets forth the proposed preliminary grades for the Project. The City further acknowledges that the actual final grades may deviate slightly from the grades proposed in the Grading Plan.

- 3.5.1. ***Grading Prior to Site Plan Approval.*** Subject to the land disturbance permit requirements of the City and the proposed grades set forth in the Grading Plan, Owners may grade any portion of the Project prior to the City's issuance of a preliminary or final plat or site plan for any portion of the Project. Any such grading performed prior to the issuance of a preliminary or final plat or site plan or other City-approved plan for the final grade of a portion of the Project shall be done at the risk of the Owner(s) performing such grading. Accordingly, if there are any changes between the grades set forth in the Grading Plan and the final, approved grade for a plat or site plan, any grading corrections must be made by the Owner(s) at their expense. So long as the land disturbance permit application complies with the requirements thereof and the applicable standards of this MDA, the City shall issue a land disturbance permit for initial grading within the Project without requiring a preliminary or final site plan, plat approval, or other conditions not contained in the land disturbance permit application.

3.6. **Certain Extraction, Processing and Uses Permitted.** Owner and/or their agents, successors, assigns, tenants, guests, and invitees may process the Extractable Natural Materials located on the Property into construction materials such as aggregate, topsoil, concrete, or asphalt for use in the construction of infrastructure, homes, or other buildings or improvements located in the Project and for sale to and use on other locations outside the Project. If the proposed excavation for the use of the Extractable Natural Materials as contemplated in this section is consistent with the final uses in the area as illustrated on the Grading Plan, then the proposed excavation shall be approved by the City irrespective of whether the proposed grading is in conjunction with a Subdivision, preliminary or final site plan, plat, or just the grading by itself.

- 3.6.1. ***Land Disturbance Permit Required.*** Any Party desiring to extract and/or process the Extractable Natural Materials shall obtain a land disturbance permit from the City prior to any such extracting or processing. The land disturbance permit shall require a plan to mitigate fugitive dust control as required by the State of Utah and shall establish the maximum grade/depth from which the Extractable Natural Materials may be extracted. The Parties agree not to extract or process Extractable Natural Materials beyond the proposed development

grade for the site from which such Extractable Natural Materials are extracted as set forth in the Grading Plan. The City shall issue a land disturbance permit if the standards of this Section 3.6.1 are satisfied.

3.7. **Secondary Water.** The Parties acknowledge that the City recently elected to waive the requirement for new development to provide secondary water. This adjusted policy has not yet been formalized by the City. Accordingly, the City hereby waives the requirement for secondary water in the Project. The City also agrees not to charge any secondary water impact fees, or portion of a water impact fee attributable to secondary water, to any development within the Project.

3.8. **Backbone Road Design.** The Parties have coordinated in the design of the Backbone Road in order to facilitate access and utilities to Owners and Special Owner as well as to accommodate the future growth demands of the Project and the anticipated traffic volumes set forth in the City's 2022 Herriman Transportation Master Plan. The coordinated design for the Backbone Road deviates, in certain aspects, from the City's applicable standard roadway cross-sections. Notwithstanding, the Parties agree that the design of the Backbone Road, as depicted in the attached Exhibit H, is hereby approved for the Project and that such design satisfies the requirements for collector streets in the City's 2022 Herriman Transportation Master Plan and otherwise maintains the minimum level of service for the Project at buildout.

3.9. **Storm Drain Parcel.** The Parties acknowledge that on September 11, 2019, Rosecrest Communities, LLC (acting as the Master Developer under the Rosecrest MDA) granted a public utility easement over the entirety of the Storm Drain Parcel (Entry Number 13079377, Book 10833, Page 8664-8666 in the records of the Salt Lake County Recorder) to the City and other related development partners for storm drain related purposes. Also on September 11, 2019, Rosecrest Communities, LLC conveyed by quit claim deed (Entry Number 13079381, Book 10833, Page 8672-8673 in the records of the Salt Lake County Recorder) the Storm Drain Parcel to the City. In connection with the coordinating planning of this MDA, the Rosecrest MDA, and the Wasatch MDA, the Storm Drain Parcel is no longer needed for storm drain purposes and the Parties (in collaboration with the City and the master developers under the Rosecrest MDA and the Wasatch MDA) have re-designed and re-located storm drain facilities to serve the Project and surrounding properties. Accordingly, within sixty (60) days of the Effective Date hereof, the City shall convey the Storm Drain Parcel to DAI Rosecrest. The Storm Drain Parcel shall be developed with the Intended Uses as set forth in the Master Plan and this MDA.

3.9.1. ***New Storm Drain and East Open Space.*** DAI Rosecrest agrees to convey the New Storm Drain to the City at such time as Development within the Project or surrounding projects warrants the construction of the New Storm Drain and such construction has occurred and the New Storm Drain has been accepted out of warranty according to the City's Vested Laws. As additional consideration for the City's conveyance of the Storm Drain Parcel, DAI Springs agrees to dedicate the East Open Space by plat when the land immediately adjacent to the East Open Space is developed and the final plat for such immediately adjacent land is recorded. The East Open Space will be dedicated free of any liens or other encumbrances and may be used by the City as Open Space.

3.10. **Civic Uses.** Subject to Sections 3.9.1 and 3.9.2, if any Civic Uses (other than Panorama Park and existing or planned water tanks or other pump houses located in the Project) are sold and developed in the Project in areas where RDUs are intended, then the RDU's for the Village where the Civic Use is actually constructed shall be reduced by 3.6 units for each acre actually approved for such Civic Use. If the number of RDUs being reduced is not a whole number, then the number of lost RDUs for that Village shall be rounded up (if > .50) or down (if < .49) to the nearest whole number.

- 3.10.1. **Donation of Land for Civic Uses.** If any land within the Project is partially or fully donated for Civic Uses, the number of RDUs lost for that Village shall be reduced, pro rata, according to the dollar amount of land actually sold as opposed to donated for Civic Uses. By way of example only, if the fair market value of land (as determined by an appraisal which accounts for the Intended Uses of that land) is \$200,000 per acre and a third-party pays 30% of the fair market value for five acres ($\$200,000 \times 5 \text{ acres} = \$1,000,000 \times 30\% = \$300,000$) of an authorized Civic Use, the number of RDUs to be lost in the Village where the Civic Use is located would be reduced to 30% ($5 \text{ acres} \times 3.6 \text{ units/acre} = 18 \text{ units} \times 30\% = 5.4 \text{ units}$).
- 3.10.2. **Open Space Excluded.** The development of private and public Open Space as contemplated herein shall not be considered a “Civic Use” for purposes of this MDA and, accordingly, no RDU’s shall be lost for the development of Open Space within the Project. Notwithstanding, if the City desires to purchase additional land within the Project for Open Space (beyond the acreage that is currently proposed as Open Space as set forth herein), then the terms of Section 3.9.1 shall apply.

3.11. **Term.** This MDA shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised. The initial term of this MDA shall be for a period of fifteen (15) years from the Effective Date hereof. If, as of that date, Owners, or Master Developer are not declared to be in default as set forth herein, and if any such declared default is not being cured, then this MDA shall automatically extend for one (1) additional period of ten (10) years. This MDA shall also terminate automatically at buildout of the Project.

ARTICLE 4 **OPEN SPACE**

4.1. **Findings.** The Project includes Open Space that has been coordinated and designed to promote functional use for residents of the City and connectivity between the Project, the Rosecrest MDA, the Wasatch MDA, and other surrounding properties.

4.2. **Panorama Park Dedication and Improvements.** The Parties acknowledge that the Rosecrest MDA obligates the master developer under the Rosecrest MDA (or other party as applicable) to dedicate the area of pods 42a and 42b (as set forth in the Rosecrest MDA) to the City. Such obligation does not require, however, that any Open Space improvements be made to the area of pods 42a and 42b. Notwithstanding, in collaboration with the master developer under the Rosecrest MDA, the City, and the Parties to this MDA, pods 42a and 42b have been (or will soon be) dedicated to the City and such property shall be improved according to the Open Space requirements for Panorama Park as set forth herein. In connection with the Panorama Park improvements, the City hereby grants a temporary construction easement and license to Master Developer and its agents, assigns, and third parties, for the purpose of entering onto the City-owned property where Panorama Park will be constructed in order to construct and install those Panorama Park improvements as set forth herein.

4.3. **Scope and Timing of Open Space for the Project.** The Open Space for the Project includes Panorama Park, a trail network that is integrated between all Villages and adjacent developments, and off-site landscaping and trail improvements to a portion of Juniper Crest. The specific master planned Open Space, including timeframes for completion, are as follows:

- 4.3.1. **Panorama Park.** Within 180 days of the issuance of bonds under the public infrastructure districts approved in connection with this MDA, Master Developer shall begin construction on Panorama Park. For purposes of this section, “begin construction” shall mean mass grading or any similar dirt work in the Panorama Park area. All of the Panorama Park improvements detailed in the Design Guidelines shall be completed and any portion of Panorama Park not owned by the City will be dedicated to the City within three (3) years of the commencement of construction of Panorama Park.
- 4.3.2. **Trails.** The master Trails Plan for the combined Trails (including within the Project, the Rosecrest MDA, the Wasatch MDA, and adjacent private and public properties) is depicted in the Design Guidelines. Construction of the Trails within the Project will be completed by each Owner submitting a Development Application that contains any Trail within a right-of-way as depicted in the Trails Plan and which is included in any such Development Application. Master Developer will construct the Trails along the Backbone Road in conjunction with the construction of the Backbone Infrastructure.

4.4. **Off-Site Juniper Crest Improvements.** As additional consideration for the development of the Project as set forth herein, Master Developer agrees to construct the Juniper Crest Improvements as depicted in Exhibit I. The Juniper Crest Improvements will be constructed at the same time as the Juniper Crest Road construction. The real property upon which the Juniper Crest Improvements are located is currently owned by the City. Accordingly, the City grants the Owners and Master Developer (and their designees and assigns) a construction access easement over such City-owned real property for the purpose of constructing the Juniper Crest Improvements as contemplated herein. No completion assurance or cash warranty bond shall be required for the Juniper Crest Improvements. However, Master Developer shall warrant all landscaping planted or installed in the off-site section of Juniper Crest for a period of one year from the time such Juniper Crest Improvements are constructed and substantially complete. The warranty contemplated by this section shall be against any defects or other natural conditions that result in the death of such landscaping or other improvements (including irrigation and trails).

4.5. **Dedication of Open Space.** Master Developer and Owners shall dedicate to the City the “public” Open Space as depicted in the Design Guidelines. Additionally, any Trails that are not included within a public right-of-way as set forth in the approved cross-sections contained in the Design Guidelines, shall be dedicated to the City upon completion and entry into any applicable warranty period. All such dedications to the City shall be made by Special Warranty Deed upon the timeframes set forth herein and subject to all matters of record; provided, however, that title will be conveyed free and clear of any financial or other encumbrances that materially and adversely interfere with the use of the property as Open Space. The dedication of any Open Space within a Subdivision shall occur immediately following the recordation of the final Subdivision plat and after final inspection and acceptance of the Open Space improvements by the City.

4.6. **Maintenance of Open Space.** The City shall be responsible for maintaining all Open Space that is dedicated to the City hereunder. All other Open Space shall be privately owned and maintained by an entity other than the City and shall be maintained consistent with City standards as updated from time-to-time in the City’s Future Laws. As part of a Development Application for which private Open Space is proposed, the City may require the Applicant of such Development Application to include written assurance (in the form of a note on the plat, maintenance agreement, or other instrument approved by the City Attorney) that such private Open Space will be maintained by an entity other than the City. For purposes of this Section 4.5, “an entity other than the City” may include, but need not be, a master homeowners association, a neighborhood homeowners association, or other private entity or corporation.

ARTICLE 5
FINANCING OF PUBLIC INFRASTRUCTURE

5.1. **Construction of On-Site Public Infrastructure by Master Developer.** Owners and Master Developer shall have the right and the obligation to construct or cause to be constructed and installed within the Project all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application as the Development Application work is done. However, Owners and Master Developer shall not be obligated to construct and/or dedicate Public Infrastructure larger than what is required by the City's applicable master plans or this MDA for the Project unless financial arrangements to reimburse Owners and/or Master Developer are arranged as set forth in Section 5.2. All Public Infrastructure shall be designed and constructed in compliance with all applicable standards in this MDA; the City's Vested Laws; and any other Federal, State, or County laws, rules or regulations. The Public Infrastructure shall be consistent with and fulfill the purposes of adopted plans for such infrastructure that are a part of the City's Vested Laws.

5.2. **Upsizing of Public Infrastructure.** The City shall not require Owners or Master Developer to construct any public infrastructure (including system improvements identified on any of the City's utility master plans that service areas outside of the Project) larger than is required to service the Project ("upsizing") unless financial arrangements reasonable acceptable to any such Owner(s) or Master Developer being required to upsize are made to compensate such Owner(s) or Master Developer for the additive costs of any upsizing and the actual carry and financing costs of the affected Owner(s) or Master Developer. A mutually acceptable financial arrangement for upsizing of improvements means reimbursement agreements, payback agreements, and/or impact fee credits and reimbursement. The failure of the City and any affected Owner(s) or Master Developer to execute a reimbursement agreement or other form of acceptable financial arrangement for upsizing shall in no way release the City from its obligation to provide reimbursement to the affected Owner(s) or Master Developer for the reimbursable portion or the costs of the upsizing set forth herein.

5.3. **Bonding for Backbone Infrastructure and Backbone Road.** The City shall not require any completion assurance bond for any part of the Backbone Infrastructure or Backbone Road. Additionally, the City shall not require any form of cash, letter of credit, escrow, or other form of warranty bond when any portion of the Backbone Infrastructure or Backbone Road is completed and dedicated to the City. Notwithstanding, Master Developer shall warrant the construction of the Backbone Infrastructure and Backbone Road for a period of one year from the time that any such portion of the Backbone Infrastructure or Backbone Road is turned over to the City. The warranty contemplated by this Section 5.3 shall be against any defects or other conditions that result in the compromise to the integrity of the infrastructure or an unsafe condition as determined by applicable and nationally accepted construction or safety standards. If any such unsafe defect or condition arises during the one-year warranty period for the Backbone Infrastructure and Backbone Road, the City shall notify Master Developer of such defect or condition and Master Developer shall, within two business days of such notification from the City, coordinate with the City to establish a plan to mitigate such unsafe defects or conditions. Any dispute arising under this section shall be subject to the mediation provisions of Section 9.3 hereof.

5.4. **Public Infrastructure Financing.** Concurrently with the approval of this MDA, the City has adopted Public Infrastructure Districts to pay for the Backbone Infrastructure, Backbone Road, Open Space, and other items of Public Infrastructure.

5.5. **Impact Fees.** For those items of Public Infrastructure (including the Backbone Infrastructure, Backbone Road, and Open Space) that are financed through the Public Infrastructure Districts, the City agrees not to assess an impact fee to any Applicant within the Project. Notwithstanding,

any System Improvements or Upsize required by the City that is initially paid for with bond or other proceeds from the Public Infrastructure Districts shall, in connection with the reimbursement provisions of Section 5.2, identify the areas outside of the Project that will benefit from the System Improvement or Upsize and require such areas to pay the applicable impact fee as a potential means of reimbursement for the System Improvement or Upsize.

5.5.1. **Limited Payment of Impact Fees.** Subject to Section 5.5, Applicants within the Project shall only be assessed the Police and Fire Public Safety Impact Fees as enacted by the City subject to any credits that may accrue as a result of any contributions of land or buildings for such qualifying system improvements.

5.5.2. **No Other Off-Project Impacts.** Except as otherwise set forth herein, the Parties acknowledge that the Project does not require Owners, Special Owner, or Master Developer to construct any off-Project Public Improvements or pay any impact fees for off-Project Public Improvements.

5.6. **No Security for Private Improvements or Private Landscaping.** The City shall not require an improvement completion assurance (as defined by UTAH CODE ANN. § 10-9a-103(23)) for infrastructure improvements that are private and not essential or required to meet the building code, fire code, flood or storm water management provisions, street and access requirements, or other essential necessary public safety improvements in the City's Vested Laws.

ARTICLE 6

DEVELOPMENT APPLICATION REVIEW PROCESS

6.1. **Processing Under City's Vested Laws.** Approval processes for Development Applications shall be as provided in the City's Vested Laws, except as otherwise provided in this MDA. Development Applications shall be approved by the City if such Development Applications comply with the City's Vested Laws and this MDA.

6.2. **Who May Submit Applications.** Subject to the requirements of this MDA, any Owner or Master Developer (or any of their permitted assignees or designees) may submit a Development Application hereunder.

6.3. **No Construction Without Development Application Approval.** Except as otherwise provided herein, no improvements shall be constructed within any parcel without Master Developer, Owner(s), or a Subdeveloper first obtaining approval of the Development Application for such parcel from the City. Upon approval by the City of any Development Application, the parcel related to such approval may be improved in accordance with the approved Development Application, subject to the terms, conditions, and provisions of the Development Application.

6.4. **Standard Review Fees.** Except as otherwise set forth herein, any Development Application submitted in connection with the Project shall be required to include payment to the City of all standard fees applicable to any submittal of any such Development Application under the City's fee schedule in effect at the time of the application.

6.4.1. **Exception to Standard Fees; Engineering Review Fee.** The City agrees to waive the "Engineering Review Fee" (as set forth in the City's current fee schedule) of \$3,000 plus 3.17% of the bond amount for any improvement to which the Engineering Review Fee otherwise applies. In lieu of charging the standard Engineering Review Fee, the City shall charge \$50.00 per hour for the

actual time spent reviewing Development Applications subject to the Engineering Review Fee.

6.5. **Acceptance of Certifications for Development Applications.** Any Development Application requiring the signature, endorsement, or certification 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 City. 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 City or any other agency of the City.

6.6. **City Denial of a Development Application.** If the Administrator, Planning Commission, or City Council denies a Development Application, the denying body shall provide a written determination advising the Applicant of the reason(s) for Denial including specifying the reasons the denying body believes that the Development Application is not consistent with this MDA, the City's Vested Laws, or the City's Future Laws that should apply to the Development Application.

6.7. **Required Process.** The approvals set forth in Exhibit J establish the required review and approval bodies for Development Applications. No Development Application shall be approved without first submitting such Development Application for review as set forth herein. This process is designed to limit the number of submittals and reviews required for development of the Project, to ensure that each Development Application is compliant with this MDA and the City's Vested Laws, and to make the implementation of this MDA an administrative function excepting only those items that, by applicable law or this MDA, require Planning Commission and/or City Council review or approval.

ARTICLE 7

ADMINISTRATIVE MODIFICATIONS

The following modifications to this MDA may be considered and approved by the Administrator.

7.1. **Infrastructure.** Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

7.2. **Minor Amendment.** Any other modifications deemed to be minor modifications by the Administrator.

7.3. **Application to Administrator.** Applications for Administrative Modifications shall be filed with the Administrator.

7.4. **Administrator's Review of Administrative Modification.** The Administrator shall consider and decide upon the Administrative Modification within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Modification. If the Administrator approves the Administrative Modification, the Administrator shall record notice of such approval shall be against the applicable portion of the Property in the official City records.

ARTICLE 8

SUCCESSORS AND ASSIGNS

8.1. **Assignability.** The rights and responsibilities of the Parties under this MDA may not be assigned in whole or in part without the prior written consent of the City Council, which consent shall not

be unreasonably withheld, conditioned, or delayed. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA.

8.2. **Other Transactions.** Any Party's transfer of all or any part of the Property to any entity "related" to such Party (as defined by regulations of the Internal Revenue Service), any Party's entry into a joint venture for the development of all or any part of the Property, or any Party's pledging of part or all of the Property as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the Council unless specifically designated as such by such assigning Party.

8.3. **Sale of Lots.** The selling or conveying of lots in any approved Subdivision or parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the approval by the Council unless specifically designated as such an assignment by Owner(s) and Master Developer.

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

8.4.1. **Time for Objection.** Unless the City objects in writing within five (5) business days after the next regularly scheduled Council meeting of Notice, the City shall be deemed to have approved of and consented to the assignment.

8.5. **Partial Assignment.** If any proposed assignment is for less than all of a Party's rights and obligations then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment, the Party previously responsible for such obligation 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.

8.6. **Denial.** The City Council may only withhold its respective consent of a proposed assignment if: (i) the City Council is not reasonably satisfied of the assignee's financial ability to perform the obligations of the assigning Party which are proposed to be assigned; or (ii) there is an existing breach of a development obligation owed to the City by the assignor or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to the dispute resolution provisions contained herein.

8.7. **Binding Effect.** If any Party sells or conveys parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, Intended Uses, and configurations as applicable to such parcel and be subject to the same limitations and rights of the City when owned by such Party and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.

ARTICLE 9 **DEFAULT**

9.1. **Notice of Default.** If any Party 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 defaulting Party.

9.2. **Contents of Notice of Default.** The notice of default shall: (i) specify the claimed event of default; (ii) identify with particularity the provisions of any applicable law, rule, regulation or provision of

this MDA that is claimed to be in default; (iii) identify why the default is claimed to be material; and (iv) if the City chooses, in its discretion, it may propose a method and time for curing the default which shall be of no less than thirty (30) calendar days duration.

9.3. **Meet and Confer.** If any Party gives a notice of default, the Parties shall meet within twenty-one (21) calendar days of the Notice and make good faith effort to resolve the issues specified in the Notice.

9.4. **Mediation.** If the Parties are unable to resolve the notice of default after the Meet and Confer provision of Section 9.3, the Parties shall attempt within fifteen (15) calendar 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 fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. The Parties shall split the fees of the chosen mediator, each party paying 50% of the fees. The chosen mediator shall within fifteen (15) calendar days, review the positions of the Parties regarding the dispute and promptly attempt to mediate the issue between the Parties. If the Parties are unable to reach agreement on the notice of default, 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.

9.5. **Emergency Default.** The requirements of Sections 9.3 and 9.4 shall not apply to any default that the City declares in the notice of default to be an emergency related to the fundamental purpose of this MDA.

ARTICLE 10

GENERAL PROVISIONS

10.1. **Recordation and Running with the Land.** This MDA shall be recorded in the chains of title for the Property. This MDA shall be deemed to run with the land. The relevant portion of the City's Vested Laws shall be codified in Exhibit G with a full digitized copy of the City's Vested Laws provided to each Party and recorded with the City Recorder.

10.2. **No Addition to MDA.** No land may be removed from or added to the MDA, except by written amendment to the MDA.

10.3. **Notices.** All Notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the addresses listed below each Party's signature below or to such other addresses as either Party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least ten days before the date on which the change is to become effective.

10.4. **Mailing Effective.** Notices given by mail shall be deemed delivered seventy-two hours following deposit with the U.S. Postal Service in the manner set forth above.

10.5. **No Waiver.** Any party's failure to enforce any provision of this MDA shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the Party intended to be benefited by the provisions, and a waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

10.6. **Headings.** The descriptive headings of the paragraphs of this MDA are inserted for convenience only and shall not control or affect the meaning or construction of any provision this MDA.

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

10.8. **Authority.** The Parties to this MDA represent that they have full power and authority to enter into this MDA, and that all necessary actions have been taken to give full force and effect to this MDA. If any Party hereto is not an individual and is an entity, such Party represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Master Developer, Owners, and City warrant to each other that the individuals executing this MDA on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each individual is signing. Master Developer and Owners represent to City that by entering into this MDA, Master Developer and Owners have bound all persons and entities having a legal or equitable interest to the terms of this MDA as of the Effective Date.

10.9. **Entire Agreement.** This MDA, together with the Exhibits attached hereto, documents referenced herein, and all regulatory approvals given by City for the Property contain the entire MDA of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements, or understandings between the Parties which are not contained in such MDAs, regulatory approvals, and related conditions.

10.10. **Amendment.** This MDA may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the Parties or by their successors-in-interest or assigns. Any such amendment of this MDA shall be recorded in the official records of the Salt Lake County Recorder's Office.

10.11. **Severability.** If any of the provisions of this MDA are declared void or unenforceable, such provision shall be severed from this MDA. This MDA shall otherwise remain in full force and effect provided the fundamental purpose of this MDA and Master Developer's and Owners' ability to complete the development of the Property as set forth in the Concept Plan is not defeated by such severance.

10.12. **Governing Law.** The laws of the State of Utah shall govern the interpretation and enforcement of this MDA. The Parties shall agree that the venue for any action commenced in connection with this MDA shall be proper only in a court of competent jurisdiction located in Salt Lake County, Utah. The Parties hereby expressly waive any right to object to such choice of law or venue.

10.13. **Remedies.** If any Party breaches any provision of this MDA, the non-defaulting Party shall be entitled to all remedies available both at law and in equity.

10.14. **Attorney's Fees and Costs.** If any Party brings legal action either because of a breach of this MDA or to enforce a provision of this MDA, the prevailing Party shall be entitled to reasonable attorney's fees and court costs.

10.15. **Binding Effect.** The benefits and burdens of this MDA shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors in interest and assigns. This MDA shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

10.16. **No Third-Party Rights.** The obligations of the Parties set forth in this MDA shall not create any rights in or obligations to any other persons or parties except to the extent provided herein.

10.17. **No Agency Created.** Nothing contained in this MDA shall create any partnership, joint venture, or agency relationship between the Parties.

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

10.19. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the City, Owners, and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and Owners and Master Developer. The initial representatives for the Parties shall be the individual(s) identified under each Party's signature block below. The Parties may change their designated representatives by Notice. The representatives shall be available at reasonable business hours to discuss and review the performance of the Parties to this MDA and the development of the Project.

10.20. **Warranty of 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 City, the signature of the City Manager is affixed to this MDA to lawfully bind the City pursuant to Ordinance No. _____ adopted by the Council on _____, 2024. This MDA is approved as to form by the Herriman City Attorney.

TABLE OF EXHIBITS

EXHIBIT A	LEGAL DESCRIPTION AND DEPICTION OF PROPERTY
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EXHIBIT J	DEVELOPMENT APPLICATION REVIEW AND APPROVAL PROCESS
EXHIBIT K	GENERAL PLAN MAP

[signatures on following pages]

MASTER DEVELOPER ACKNOWLEDGMENT

MASTER DEVELOPER
PANORAMA DEVELOPERS, LLC

JIM GILES, Manager

Date

Mail Notices to:
PANORAMA DEVELOPERS, LLC
Attn: Jim Giles
14034 S. 145 E., #204
Draper, UT 84020
jim@daiutah.com

Representative: Jim Giles

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ____ day of _____, 2024, personally appeared before me JIM GILES, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that they are the Manager of PANORAMA DEVELOPERS, LLC, a Utah limited liability company, and that the foregoing Master Development Agreement was signed on behalf of the Master Developer by authority of its governing board and acknowledged to me that JIM GILES executed the same for the purposes described therein.

NOTARY PUBLIC

OWNERS' ACKNOWLEDGEMENTS

OWNER
BLUE FERN FARMS, LLC

BRIAN JUDD, Manager

Date

Mail Notices to:
Blue Fern Farms, LLC
Attn: Brian Judd
102 W. Winchester St. #101
Murray, UT 84107
brian@brianjuddtours.com

Representative: Brian Judd

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ____ day of _____, 2024, personally appeared before me BRIAN JUDD, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that they are the Manager of BLUE FERN FARMS, LLC, a Utah limited liability company, and that the foregoing Master Development Agreement was signed on behalf of BLUE FERN FARMS, LLC by authority of its governing board and acknowledged to me that BRIAN JUDD executed the same for the purposes described therein.

NOTARY PUBLIC

OWNER
DAI ROSECREST, LLC

JIM GILES, Manager

Date

Mail Notices to
DAI Rosecrest, LLC
Attn: Jim Giles
14034 S. 145 E., #204
Draper, UT 84020
jim@daiutah.com

Representative: Jim Giles

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ____ day of _____, 2024, personally appeared before me JIM GILES, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that they are the Manager of DAI ROSECREST, LLC, a Utah limited liability company, and that the foregoing Master Development Agreement was signed on behalf of DAI ROSECREST, LLC by authority of its governing board and acknowledged to me that JIM GILES executed the same for the purposes described therein.

NOTARY PUBLIC

OWNER
DAI SPRINGS, LLC

JIM GILES, Manager

Date

Mail Notices to:
DAI Springs, LLC
Attn: Jim Giles
14034 S. 145 E., #204
Draper, UT 84020
jim@daiutah.com

Representative:
Jim Giles

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this ____ day of _____, 2024, personally appeared before me JIM GILES, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that they are the Manager of DAI SPRINGS, LLC, a Utah limited liability company, and that the foregoing Master Development Agreement was signed on behalf of DAI SPRINGS, LLC, by authority of its governing board and acknowledged to me that JIM GILES executed the same for the purposes described therein.

NOTARY PUBLIC

OWNER
DEL SCOTT CHRISTENSEN TRUST,
U/D/T DATED FEBRUARY 14, 2014

DEL SCOTT CHRISTENSEN, Trustee

Date

Mail Notices to:
Del Scott Christensen
4524 S. 785 E.
Murray, UT 84107

Representative: Del S. Christensen

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ____ day of _____, 2024, personally appeared before me DEL SCOTT CHRISTENSEN, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that they are the Trustee of the DEL SCOTT CHRISTENSEN TRUST, U/D/T DATED FEBRUARY 14, 2014, and that the foregoing Master Development Agreement was signed on behalf of the Trust and acknowledged to me that the DEL SCOTT CHRISTENSEN executed the same for the purposes described therein.

NOTARY PUBLIC

OWNER
INNOVATIVE EXCAVATING AND
CONSTRUCTION, LLC

JEFF WRIGHT, Manager

Date

Mail Notices to:
Innovative Excavating and Construction, LLC
Attn: Jeff Wright
357 W. 6160 S. #2
Murray, UT 84107
jeff@jwright.biz

Representative: Jeff Wright

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ____ day of _____, 2024, personally appeared before me JEFF WRIGHT, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that they are the Manager of INNOVATIVE EXCAVATING AND CONSTRUCTION, LLC, a Utah limited liability company, and that the foregoing Master Development Agreement was signed on behalf of INNOVATIVE EXCAVATING AND CONSTRUCTION, LLC by authority of its governing board and acknowledged to me that JEFF WRIGHT executed the same for the purposes described therein.

NOTARY PUBLIC

OWNER
JNJB HERRIMAN, LLC

JIM GILES, Manager

Date

Mail Notices to:

JNJB Herriman, LLC
Attn: Jim Giles
14034 S. 145 E., #204
Draper, UT 84020
jim@daiutah.com

Representative: Jim Giles

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ____ day of _____, 2024, personally appeared before me JIM GILES, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that they are the Manager of JNJB HERRIMAN, LLC, a Utah limited liability company, and that the foregoing Master Development Agreement was signed on behalf of JNJB HERRIMAN, LLC, by authority of its governing board and acknowledged to me that JIM GILES executed the same for the purposes described therein.

NOTARY PUBLIC

OWNER
RIVERSIDE DEVELOPMENT, LLC

JAMES HORSLEY, Manager

Date

Mail Notices to:
Riverside Development, LLC
Attn: James Horsley
15157 S. 2815 W.
Bluffdale, UT 84065
Jhorsley32@gmail.com

Representative: James Horsley

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ____ day of _____, 2024, personally appeared before me JAMES HORSLEY, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that they are the Manager of RIVERSIDE DEVELOPMENT, LLC, a Utah limited liability company, and that the foregoing Master Development Agreement was signed on behalf of RIVERSIDE DEVELOPMENT, LLC by authority of its governing board and acknowledged to me that JAMES HORSLEY executed the same for the purposes described therein.

NOTARY PUBLIC

OWNER
THE PEEL FAMILY TRUST, BYPASS TRUST
DATED OCTOBER 3, 1973

CAROLYN G. PEEL, Trustee

Date

MARK T. PEEL, Trustee

Date

Mail Notices to:

Representative: _____

STATE OF)
)
) :ss
COUNTY OF)

On this ____ day of _____, 2024, personally appeared before me MARK T. PEEL, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that they are the Trustee of THE PEEL FAMILY TRUST, and that the foregoing Master Development Agreement was signed on behalf of THE PEEL FAMILY TRUST, BYPASS TRUST, DATED OCTOBER 3, 1973 by authority of its governing documents and acknowledged to me that MARK T. PEEL executed the same for the purposes described therein.

NOTARY PUBLIC

OWNER
DENNIS STONG

DENNIS STONG

Date

Mail Notices to:
Dennis Stong
1976 E. Gray Fox Drive
Draper, UT 84020
dennisstong@gmail.com

Representative: Dennis Stong

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ____ day of _____, 2024, personally appeared before me DENNIS STONG, whose identity is personally known to me (or proven on the basis of satisfactory evidence) to be the person whose name is subscribed to in this Master Development Agreement, and DENNIS STONG acknowledged to me that they executed the same for the purposes described therein.

NOTARY PUBLIC

OWNER
WILLIAMSEN HERRIMAN, LLC

THOM WILLIAMSEN, Manager

Date

Mail Notices to:
Williamsen Herriman, LLC
Attn: Thom Williamsen
154 E. Myrtle Ave. #203
Murray, UT 84107
thom@chasebrookco.com

Representative: Thom Williamsen

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ____ day of _____, 2024, personally appeared before me THOM WILLIAMSEN, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that they are the Manager of WILLIAMSEN HERRIMAN, LLC, a Utah limited liability company, and that the foregoing Master Development Agreement was signed on behalf of WILLIAMSEN HERRIMAN, LLC by authority of its governing board and acknowledged to me that THOM WILLIAMSEN executed the same for the purposes described therein.

NOTARY PUBLIC

OWNER
PAUL T. & VIEMARIE KNOUSE

PAUL T. KNOUSE Date

VIEMARIE KNOUSE Date

Mail Notices to:
Pual & Viemarie Knouse
11501 Parkcrest Drive
Denton, TX 76207
ptknouse@gmail.com

Representative: Paul T. Knouse

STATE OF)
 :ss
COUNTY OF)

On this ____ day of _____, 2024, personally appeared before me PAUL T. KNOUSE, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that they executed the MDA for the purposes described therein.

NOTARY PUBLIC

STATE OF)
 :ss
COUNTY OF)

On this ____ day of _____, 2024, personally appeared before me VIEMARIE KNOUSE, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that they executed the MDA for the purposes described therein.

NOTARY PUBLIC

OWNER
HERRIMAN DAI, LLC

Signature: _____

Print Name: _____

Title: _____

Date: _____

Mail Notices to:

Herriman DAI, LLC
Attn: Bryan Flamm
14034 South 145 East, Suite 204
Draper, UT 84020
bryan@daiutah.com

Representative: Bryan Flamm

STATE OF)
 :ss
COUNTY OF)

On this ____ day of _____, 2024, personally appeared before me BRYAN FLAMM, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that they are the Manager of HERRIMAN DAI, LLC, a Utah limited liability company, and that the foregoing Master Development Agreement was signed on behalf of HERRIMAN DAI, LLC by authority of its governing board and acknowledged to me that they executed the same for the purposes described therein.

NOTARY PUBLIC

EXHIBIT A
Legal Description of Property

PANORAMA MDA NORTH BOUNDARY DESCRIPTION (WILLIAMSEN PROPERTY)

A part of the Southwest 1/4 and the Northwest 1/4 of Section 8, Township 4 South, Range 1 West, Salt Lake Base and Meridian, located in Herriman City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point located S89°27'24"W 622.27 feet along the 1/4 Section line and N00°32'36"W 2620.06 feet from the South 1/4 Corner of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian; running thence S53°36'54"W 305.18 feet; thence S38°03'38"W 914.65 feet; thence N51°56'22"W 576.99 feet; thence N47°23'29"W 132.42 feet; thence N51°56'22"W 78.45 feet; thence along the arc of a curve to the right with a radius of 25.00 feet a distance of 39.27 feet through a central angle of 90°00'00" Chord: N06°56'22"W 35.36 feet; thence N38°03'38"E 415.45 feet; thence N35°28'04"E 265.27 feet; thence N38°03'38"E 307.81 feet; thence N34°46'06"E 226.37 feet; thence N38°03'38"E 464.11 feet; thence along the arc of a curve to the right with a radius of 1,007.00 feet a distance of 81.10 feet through a central angle of 04°36'52" Chord: N40°22'04"E 81.08 feet; thence S29°26'58"E 341.97 feet; thence S31°20'35"E 439.13 feet; thence along the arc of a curve to the right with a radius of 286.87 feet a distance of 80.55 feet through a central angle of 16°05'17" Chord: S23°17'56"E 80.29 feet; to a point of compound curvature; thence along the arc of a curve to the right with a radius of 26.81 feet a distance of 16.74 feet through a central angle of 35°46'41" Chord: S02°38'03"W 16.47 feet; thence S20°31'23"W 92.82 feet; thence S23°48'49"W 72.02 feet; thence along the arc of a curve to the left with a radius of 105.19 feet a distance of 40.98 feet through a central angle of 22°19'13" Chord: S12°39'12"W 40.72 feet; thence S01°29'35"W 46.07 feet; thence along the arc of a curve to the left with a radius of 66.95 feet a distance of 25.13 feet through a central angle of 21°30'20" Chord: S09°15'35"E 24.98 feet to the point of beginning.

Contains: 31.11 acres+/-

PANORAMA MDA BOUNDARY DESCRIPTION (SOUTH OF MOUNTAIN VIEW CORRIDOR)

A part of Section 17, part of the Northeast 1/4, Northwest 1/4 & Southeast 1/4 of Section 18, part of the Southeast 1/4 of Section 7 and part of the Southwest 1/4 of Section 8, Township 4 South, Range 1 West, Salt Lake Base and Meridian, located in Herriman City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point located N00°31'33"E 2389.95 feet along the 1/4 Section line from the South 1/4 Corner of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian; running thence along said Section line N00°31'33"E 69.00 feet; thence S88°56'28"W 93.72 feet; thence Northeasterly along the arc of a non-tangent curve to the right having a radius of 555.00 feet (radius bears: S50°53'17"E) a distance of 75.72 feet through a central angle of 07°49'00" Chord: N43°01'13"E 75.66 feet; thence N46°55'43"E 58.79 feet; thence N00°31'33"E 430.31 feet; thence Northwesterly along the arc of a non-tangent curve to the left having a radius of 271.00 feet (radius bears: S37°01'15"W) a distance of 11.48 feet through a central angle of 02°25'36" Chord: N54°11'33"W 11.48 feet; thence N55°24'21"W 147.74 feet; thence N67°45'11"W 51.78 feet; thence N63°21'18"W 440.18 feet; thence along the arc of a curve to the right with a radius of 345.00 feet a distance of 235.56 feet through a central angle of 39°07'14" Chord: N43°47'41"W 231.01 feet; thence N58°07'26"W 111.39 feet; thence Westerly along the arc of a non-tangent curve to the right having a radius of 545.00 feet (radius bears: N02°06'55"E) a distance of 172.73 feet through a central angle of 18°09'31" Chord: N78°48'20"W 172.00 feet; thence N61°40'42"W 16.45 feet; thence N61°06'10"W 21.29 feet to a point on the northerly line of Salt Lake County Tax ID Parcel Number 33-18-400-008, as determined by Survey Number S92-09-056; thence along said as-surveyed boundary line the following three (3) courses: (1) S89°07'30"W 564.26 feet; thence (2) S00°52'31"E 662.00 feet; thence (3) S89°07'31"W 989.18 feet to the Section line; thence along said Section line S00°54'21"E 9.53 feet; thence N88°58'22"W 1,287.83 feet; thence N43°01'47"W 86.13 feet to the south corner of that Special Warranty Deed thereof recorded December 30, 2022 as Entry No. 14058076 in Book 11393 at Page 8563 in the Salt Lake County Recorder's Office; thence along said deed the following three (3) courses: (1) N28°03'01"W 170.54 feet; thence (2) N08°19'37"E 207.73 feet; thence (3) N18°23'50"E 151.66 feet to the 1/16th (40 acre) line; thence along said line N00°15'25"W 449.70 feet; thence N88°59'06"W 333.12 feet; thence Westerly along the arc of a non-tangent curve to the right having a radius of 345.00 feet (radius bears: N00°51'35"E) a distance of 160.81 feet through a central angle of 26°42'23" Chord: N75°47'14"W 159.36 feet to the 1/16th (40 acre) line; thence along said line N89°07'59"W 1,813.81 feet to the westerly line of Government Lot 1; thence along said Government Lot line N00°35'05"E 1,316.18 feet to the Section line; thence along said Section line the following two (2) courses: (1) S89°16'06"E 962.55 feet; thence (2) S89°17'58"E 110.42 feet to the easterly boundary line of Graystone Subdivision Phase 2, according to the official plat thereof recorded September 20, 2017 as Entry No. 12619520 in Book 2017P at Page 254 in the Salt Lake County Recorder's Office; thence along said plat the following three (3) courses: (1) N21°20'35"E 162.73 feet; thence (2) N13°56'03"E 94.08 feet;

thence (3) N03°04'58"E 87.13 feet to the easterly boundary line of Graystone Subdivision Phase 1 according to the official plat thereof recorded October 18, 2017 as Entry No. 12639535 in Book 2017P at Page 289 in the Salt Lake County Recorder's Office; thence along said plat the following two courses (2): (1) N00°03'21"W 528.00 feet; thence (2) N07°18'53"E 117.08 feet to the southerly right-of-way line of Juniper Crest Road; thence along said right-of-way line the following two (2) courses: (1) Southeasterly along the arc of a non-tangent curve to the right having a radius of 829.00 feet (radius bears: S22°57'01"W) a distance of 206.01 feet through a central angle of 14°14'18" Chord: S59°55'50"E 205.48 feet; thence (2) S52°48'16"E 100.90 feet; thence N38°24'30"E 1,090.56 feet; thence S51°39'37"E 137.75 feet; thence S45°22'07"E 221.31 feet; thence S49°48'16"E 480.23 feet; thence S51°35'40"E 208.20 feet; thence S42°46'19"E 202.12 feet; thence S51°35'40"E 434.07 feet; thence S60°04'01"E 359.73 feet; thence S51°35'40"E 804.75 feet; thence S57°10'10"E 185.29 feet; thence S51°35'40"E 246.19 feet; thence S37°43'46"W 119.20 feet; thence along the arc of a curve to the left with a radius of 223.50 feet a distance of 226.14 feet through a central angle of 57°58'17" Chord: S08°44'37"W 216.61 feet; thence S69°45'29"W 53.00 feet; thence Westerly along the arc of a non-tangent curve to the right having a radius of 251.50 feet (radius bears: N10°33'42"W) a distance of 130.00 feet through a central angle of 29°37'00" Chord: N85°45'11"W 128.56 feet; thence S38°23'28"W 104.19 feet; thence N51°36'32"W 920.72 feet to the Section line; thence along said Section line S00°54'21"E 424.18 feet; thence S40°21'34"E 19.77 feet; thence S51°22'30"E 943.68 feet; thence Easterly along the arc of a non-tangent curve to the right having a radius of 557.00 feet (radius bears: S04°46'11"W) a distance of 234.57 feet through a central angle of 24°07'45" Chord: S73°09'56"E 232.84 feet; thence S61°06'04"E 317.29 feet; thence S56°20'36"E 72.31 feet; thence S61°06'02"E 295.22 feet; thence S70°16'38"E 64.57 feet; thence Easterly along the arc of a non-tangent curve to the left having a radius of 455.00 feet (radius bears: N21°01'04"E) a distance of 582.85 feet through a central angle of 73°23'43" Chord: N74°19'13"E 543.81 feet; thence N37°37'21"E 201.10 feet; thence S51°52'10"E 310.46 feet; thence S52°31'39"E 24.00 feet; thence Southeasterly along the arc of a non-tangent curve to the left having a radius of 15,250.01 feet (radius bears: N37°30'20"E) a distance of 642.47 feet through a central angle of 02°24'50" Chord: S53°42'05"E 642.43 feet; thence S58°50'53"E 247.41 feet; thence Southeasterly along the arc of a non-tangent curve to the left having a radius of 15,234.99 feet (radius bears: N34°09'49"E) a distance of 470.27 feet through a central angle of 01°46'07" Chord: S56°43'15"E 470.26 feet; thence S48°43'05"E 113.83 feet; thence S58°10'01"E 74.21 feet; thence S73°47'17"E 67.96 feet; thence S58°37'41"E 40.08 feet; thence S00°36'08"W 132.36 feet; thence S00°35'13"W 1,130.18 feet; thence N52°55'04"W 745.34 feet; thence S52°34'07"W 4.90 feet; thence along the arc of a curve to the left with a radius of 223.50 feet a distance of 14.96 feet through a central angle of 03°50'07" Chord: S50°39'04"W 14.96 feet; thence N41°16'00"W 53.00 feet; thence N55°24'21"W 580.00 feet; thence N63°47'42"W 53.00 feet; thence Southerly along the arc of a non-tangent curve to the left having a radius of 226.50 feet (radius bears: S63°47'42"E) a distance of 30.06 feet through a central angle of 07°36'18" Chord: S22°24'09"W 30.04 feet; thence N73°51'53"W 126.44 feet to the point of beginning.

Less and Excepting: Board of Education of Jordan School District, LLC parcel 33-18-226-001

A parcel of ground located in the Northeast quarter of Section 18, Township 4 South, Range 1 West, Salt Lake Base and Meridian, said parcel being all of that certain parcel conveyed by Special Warranty Deed recorded November 5, 2007 as Entry No. 10266590 in Book 9533 at Page 6378 in the office of the Salt Lake County Recorder and a portion of that certain parcel conveyed by Quit Claim Deed recorded February 12, 2008 as Entry No. 10345797 in Book 9596 at Page 318 in the office of the Salt Lake County Recorder, said parcel being described more particularly as follows:

Beginning at a point South 00°54'44" East along the section line 663.33 feet (South 00°02' East 660.00 feet by Deed) and North 89°13'23" West 1658.55 feet (West by Deed) from the Northeast corner of Section 18, Township 4 South, Range 1 West, Salt Lake Base and Meridian, said point also being South 89°18'25" East along the section line 989.47 feet and South 00°05'59" East 660.70 feet from the North quarter corner of said Section 18 and running thence South 89°13'23" East 788.22 feet (East by Deed); thence South 00°30'24" East 661.94 feet; thence North 89°08'25" West 792.94 feet; thence North 00°05'59" West 660.70 feet (North 660.00 feet by Deed) to the point of beginning.

Contains: 287.62 acres+/-

EXHIBIT B
Zoning Map

EXHIBIT C
Master Plan

EXHIBIT D
Village Plan

EXHIBIT E
Design Guidelines

EXHIBIT F
Grading Plan

EXHIBIT G
City's Vested Laws

A copy of the [City's Vested Laws](#) (as of the Effective Date) are on file with the Herriman City Recorder and a copy has been provided or otherwise made available to the Parties.

EXHIBIT H
Backbone Road Design

EXHIBIT I

Off-Site Juniper Crest Improvements

EXHIBIT J

Development Application Review and Approval Process

Type of Approval	Approving Body
Single Family Building Permit	City Staff (with ARC certification of compliance)
Preliminary ² and Final Subdivision Plats	City Staff ¹ (with ARC certification of compliance)
Preliminary ² and Final Site Plans (Residential, Commercial, or Mixed-Use)	City Staff ¹ (with ARC certification of compliance)
Open Space Design	City Staff

¹ If adjacent to an existing Residential Dwelling Unit that has been sold to a resident (whether within or outside of the Project), Planning Commission review and approval is required only if the proposed use is “incompatible” (as described in Section 10-21-7 of the City’s Vested Laws) with the existing adjacent use that has been sold to a resident.

² In light of the impending effectiveness of Utah Code Ann. § 10-9a-604.2 (to be effective November 1, 2024), City staff shall review and approve a preliminary subdivision plat or preliminary site plan if such preliminary application provides: (1) the number of lots or residential units with the preliminary subdivision plan or preliminary site plan; (2) the size and dimensions of each lot; (3) the right-of-way width for public roads within the preliminary subdivision plat or preliminary site plan; and (4) a cross section detail for all roads within the preliminary subdivision plat or preliminary site plan. It is intended that a preliminary approval detailing the number of lots, units, and roadway dimensions will enable Master Developer to coordinate on the phasing, planning, engineering, and development for the rest of the Project. Such preliminary development application shall be subject to final approval (including subdivision improvement plans as defined in Utah Code Ann. § 10-9a-604.2).

EXHIBIT K
General Plan Map