

## **County Council Zoning Meeting**

### **Public Meeting Agenda**

### **Tuesday, June 5, 2018 4:00 P.M.**

**LOCATION:** SALT LAKE COUNTY GOVERNMENT CENTER  
2001 SOUTH STATE STREET, ROOM N1-110  
NORTH BUILDING, MAIN FLOOR  
(385) 468-6700

*UPON REQUEST, WITH 5 WORKING DAYS NOTICE, REASONABLE ACCOMMODATIONS FOR QUALIFIED INDIVIDUALS MAY BE PROVIDED. PLEASE CONTACT WENDY GURR AT 385-468-6707. TTY USERS SHOULD CALL 711.*

The County Council Public Meeting is a public forum where the Council receives comment and recommendations from applicants, the public, applicable agencies and County staff regarding land use applications and other items on the Council's agenda. In addition, it is where the Council takes action on Zoning related items. Action may be taken by the Council on any item listed on the agenda which may include: approval, approval with conditions, denial, continuance or recommendation to other bodies as applicable.

#### **2<sup>nd</sup> Reading –**

**30650** – Olympia Land LLC, on behalf of The Last Holdout LLC, is requesting approval for a rezone of 931 acres from A-2 to P-C, with an amendment to the Southwest Community general plan, indicating the creation of a planned community as set forth in a proposed development agreement (and P-C Zone Plan incorporated therein). **Location:** from approximately 6300-8500 West, 12400-13100 South. **Zone:** A-2 **Community:** Southwest **Planner:** Curtis Woodward

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| File # 30650 |
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## Rezone Summary

**Public Body: County Council**

**Meeting Date: June 5, 2018**

**Parcel ID: 26-27-300-001, 26-32-200-004, 26-32-400-001, 26-32-400-002, 26-33-100-001, 26-33-301-001, 26-34-100-001, 26-34-100-002, 26-34-200-003**

**Current Zone: A-2      Proposed Zone: P-C**

**Property Address: approximately 6300-8500 W. and 12400-13100 South**

**Planner: Curtis Woodward**

**Planning Commission Recommendation: (see below)**

**Planning Staff Recommendation: Approval (with development agreement as approved by Council)**

**Applicant Name: Olympia Land LLC**

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### PROJECT DESCRIPTION

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This is the second reading of the approval of the general plan amendment, application to rezone, and P-C zone plan development agreement for approximately 938 acres from A-2 (agricultural) to P-C (planned community) in the Southwest community of Salt Lake County.

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### EXECUTIVE SUMMARY

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The County Council approved the general plan amendment, rezone, and P-C zone plan as proposed on May 22, 2018, with the understanding that the final development agreement presented at the second reading would have some minor edits.

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### SITE & VICINITY DESCRIPTION

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The site is bounded by Kennecott and Suburban Land Reserve owned property to the north, residential subdivisions within Herriman City to the east and northeast, the soon to be developed Dansie property to the south, and Herriman Hwy/Bacchus Hwy to the west and southwest, and ranges from approximately 6300 to 8500 West and approximately 12400 to 13100 South.

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### PLANNING RECOMMENDATION

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**This is on the agenda for second reading, which includes approval of the edited development agreement document.**



**SALT LAKE COUNTY  
ORDINANCE**

ORDINANCE NO. \_\_\_\_\_, 2018

AN ORDINANCE AMENDING THE SOUTHWEST COMMUNITY GENERAL PLAN.

The County legislative body of Salt Lake County, State of Utah, ordains as follows:

Section 1: The Southwest Community Plan is hereby amended in accordance with the attached Exhibit 1:

Section 2: This ordinance shall take effect fifteen (15) days after its passage and upon at least one publication in a newspaper published in and having general circulation in Salt Lake County, and if not so published within fifteen (15) days then it shall take effect immediately upon its first publication.

IN WITNESS WHEREOF, the Salt Lake County Council has approved, passed and adopted this ordinance this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

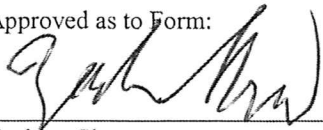
**SALT LAKE COUNTY COUNCIL**

By: \_\_\_\_\_  
Amy Winder-Newton, Chair  
Salt Lake County Council

ATTESTED:

\_\_\_\_\_  
Sherrie Swensen, County Clerk

Approved as to Form:

  
\_\_\_\_\_  
Zachary Shaw  
Deputy District Attorney  
Date: 5-22-18

ORDINANCE HISTORY

Council Member Bradley \_\_\_\_\_  
Council Member Bradshaw \_\_\_\_\_  
Council Member Burdick \_\_\_\_\_  
Council Member DeBry \_\_\_\_\_  
Council Member Jensen \_\_\_\_\_  
Council Member Newton \_\_\_\_\_  
Council Member Snelgrove \_\_\_\_\_  
Council Member Wilson \_\_\_\_\_

Vetoed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By \_\_\_\_\_  
Mayor Ben McAdams or Designee

(Complete As Applicable)

Veto override: Yes\_\_ No\_\_ Date\_\_\_\_\_

Ordinance published in newspaper: Date\_\_\_\_\_

Effective date of ordinance:\_\_\_\_\_

SUMMARY OF  
SALT LAKE COUNTY ORDINANCE NO. \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 2018, the County Council of Sat Lake County adopted Ordinance No. \_\_\_\_\_, which amends The Southwest Community General Plan.

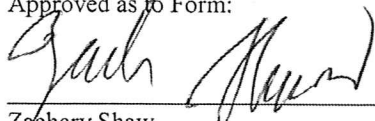
**SALT LAKE COUNTY COUNCIL**

By: \_\_\_\_\_  
Amy Winder-Newton, Chair  
Salt Lake County Council

ATTESTED:

\_\_\_\_\_  
Sherrie Swensen, County Clerk

Approved as to Form:

  
\_\_\_\_\_  
Zachary Shaw  
Deputy District Attorney  
Date: 5-24-18

ORDINANCE HISTORY

Council Member Bradley \_\_\_\_\_  
Council Member Bradshaw \_\_\_\_\_  
Council Member Burdick \_\_\_\_\_  
Council Member DeBry \_\_\_\_\_  
Council Member Jensen \_\_\_\_\_  
Council Member Newton \_\_\_\_\_  
Council Member Snelgrove \_\_\_\_\_  
Council Member Wilson \_\_\_\_\_

A complete copy of Ordinance No. \_\_\_\_\_ is available in the office of the Salt Lake County Clerk, 2001 South State Street, N2100A, Salt Lake City, Utah.

**EXHIBIT "1"**  
**Southwest Community General Plan Amendment**

## **Introduction**

The Southwest Community Plan was adopted by the Salt Lake County Commission April 3, 1996, representing a cooperative effort between the Salt Lake County Planning Staff, the University of Utah Geography Department, and the citizens of the Southwest Community. The intent of the plan was to balance the need to protect the rural character and natural beauty of the Southwest Community with the potential to develop the land into residential communities. It recognized that as key improvements to infrastructure were made, the potential to develop those areas would increase. The plan contained policies to guide new development in ways that would respond to this potential, while accomplishing the broader goals of preservation of the area's rural nature and open spaces. For example, slight increases in density were offered for large scale developments that provided a variety of lot sizes and set aside open spaces and park land. The Rose Creek Estates subdivision (containing parks, equestrian trails, horse properties, and various single family dwelling lot sizes) is a successful example of these policies in action.

While the 1996 plan was written with future development in mind, the growth in the southwest part of the valley has occurred much faster than predicted. This rapid growth, combined with the extension of water and sewer service to areas where they were not previously available, has created increased pressure for development in the Southwest Community—particularly the areas immediately west of Herriman City. As more and more of the rural landscape has been converted to residential subdivisions, the character of the southwest part of the valley appears to be changing. These two factors have caused a need for Salt Lake County to propose an amendment to the Southwest Community Plan to address residential, office, commercial and educational development of the northeast section of the community (see combined land use map).

## **Impacts of Increased Density**

In recent years, the predominant development pattern of single family subdivisions adjacent to the amendment area has been that of 10,000 square foot lots, with the requirement that developers contribute land or other resources for parks and community spaces in order to receive approvals from Herriman City. To rezone the amendment area to allow 10,000 square foot lots throughout would result in an increase in density from 1 unit per acre to in excess of 3.5 to 4 units per acre as approved by the County Council in a Planned Community Zone, representing a drastic increase in the area's residential holding capacity. As the area undergoes the transition from rural and agricultural land uses to single- and multi- family residential subdivisions, and office, commercial and educational uses, it is vital that the impacts of the increased density are taken into consideration in preserving, to the extent possible, the overall vision of the Southwest Community Plan. Factors that must be considered are:

Traffic – The increase in traffic that would accompany more residents in the area brings an increased need to plan street systems that are well connected. Policies should be in place to ensure that the new development which brings more cars to the roads also brings needed road improvements.

Home & Community – An increase in the number of suburban households can cause conflict between families new to the area and the existing residents who have horses or other animals. As the landscape changes from rural agricultural to suburban residential, office and educational, the circulation pattern for vehicles, pedestrians, bicyclists, and horse riders becomes more complex, and must be planned in greater detail. Other land uses important to quality neighborhoods, such as churches and commercial shops also must be planned.

Recreation – The need for parks and recreational facilities projected by Salt Lake County Parks and Recreation is based on standards which look to population data to determine the number, distribution, and type of facilities. Thus, as the population increases due to new developments, the number and type of recreational facilities needed to serve an area changes.

Services – Public services must be carefully planned to meet not only present but future needs as well. Issues such as fire hydrants with adequate flow, emergency response times, and adequate sewer service are critical. Other facilities, such as libraries and schools, must be planned and built as a community grows. According to Jordan School District, the schools in the Herriman/Southwest community reach capacity quickly, due to a higher student-per-household ratio than in other areas of the Salt Lake Valley.

Environment – As residential density increases, the impact on the environment increases as well. Of particular concern is the need for a master storm drain system to convey water during major storm events. Regulating development in such a way as to protect the natural beauty of the area (one of the reasons so many people are attracted to this community) is also important.

### **Community Vision**

As is often the case, there are various strategies that could be used to address the concerns listed above. Ultimately, it is the collective vision of a community that determines which of those solutions best fit the community. The property owners and residents of the community have pointed out several key factors for Salt Lake County to consider in determining appropriate density patterns and development restrictions for the area, such as:

1. Requiring large lot sizes often leads to a lack of “affordable” or “moderate income” housing choices.
2. Appropriate measures (including buffers, where necessary) should be taken to protect current property owners who wish to maintain animals on their property from new residents who may not be accustomed to living near farm animals.
3. Residents of nearby large lot subdivisions, such as Hi-Country I & II should be protected via appropriate buffers along the perimeter.
4. While provision of land for churches, schools, and civic buildings is important, such land should not qualify as “open space.” True “open space” in the form of parks, trails, and natural areas should also be a priority.
5. Consideration should be given to retail needs of the community.
6. Prominent ridgelines and sensitive slopes should be protected.
7. Restrictions placed on larger developments should not be so universal as to place undue burden on the small property owner who wishes to subdivide.

## Strategies

The goals and policies of the current Southwest Community Plan have been most effectively implemented when large developments that incorporate a variety of elements have been proposed. Because past planning efforts have been based on a limited residential holding capacity, the transition from large lot agricultural properties to single- and multi- family, office, commercial, and educational uses should only occur if appropriate measures are in place to mitigate the impacts of growth. However, the strategies used to foster developments which contribute to the needs of the community must be designed and implemented in a way that is fair to both the large and small developer and which will encourage cooperative efforts among various property owners to produce a cohesive community. The Butterfield Creek area (north of Herriman Highway) should be developed as one or more planned communities with an overall density in excess of 5 units per acre as approved by the County Council in a Planned Community Zone.

## Goals and policies

- Goal 1: Create a cohesive community, including provisions for neighborhood centers, civic buildings, open spaces, and appropriate transitions between new single family dwelling lots and existing large lots with animal and agricultural land uses in respect of the rights and privacy of existing residents.
- Policy 1 – Density increases within the Low Density Residential area from 2.5 to (up to) 4.0 units per acre should be allowed for proposals which incorporate the goals and policies of this plan into the design; including road connectivity, community spaces, a variety of lots sizes, and large lots or open space corridors as buffers between new lots and existing agricultural and horse properties to protect the privacy and other rights of the residents.
- Policy 2 – Density increases within the Neighborhood/Planned Community Residential area in excess of 5 units per acre should be allowed by the County Council as part of a Planned Community Zone if large master planned communities are proposed which include provisions for neighborhood and community centers, schools, parks, trails (including a regional trail along Butterfield Creek), civic buildings, and transportation systems.
- Policy 3 – The assembly of smaller parcels into larger subdivision development proposals should be encouraged through incentives such as density bonuses.
- Goal 2: Create a transportation network of connected streets, pedestrian trails, and bike paths.
- Policy 1 – A collector road connecting Rose Canyon Road to U-111 should be planned for and constructed as the area is developed.
- Policy 2 – In keeping with the Salt Lake County Parks and Recreation Trails Master Plan, a trail along the Butterfield Creek corridor or similar east-west route, with connecting trail to Rose Canyon Road, should be constructed as the area is developed.

Policy 3 – In general, connective street patterns which limit the use of cul-de-sacs and dead-end streets should be used.

Policy 4 – All roads should be paved and should include full improvements for safe complete streets, such as curb and gutter, street lighting, sidewalks, etc.

Policy 5 – While exact alignments and road widths will be determined as master plans for development are reviewed and approved in the Neighborhood/Planned Community Residential area, plans should include the following:

- at least two north/south collector roads extending from U-111 towards the West Bench planning area.
- east-west connections between Herriman City and Bacchus Highway, and north-south connections between Herriman Highway and 11800 south (eventually connecting to Bacchus Highway), consistent with Appendix A-1, which is incorporated herein as if fully set forth.

Goal 3: Create a system of community spaces to provide buffers and to accommodate the needs of the residents of the area.

Policy 1 – Following the guidelines of the County Parks and Recreation Master Plan, land for parks should be planned for as part of the development review process for new subdivisions.

Policy 2 – The school district should be consulted and the need for school site planning and development shall be considered as part of the development review process.

Policy 3 – Other community gather places, such as government facilities, community centers, churches, etc. should be accommodated through cooperative discussion with developers, government agencies, non-profit and religious groups.

Goal 4: Allow development in pace with the provision of critical services.

Policy 1 – Develop a plan for a master storm drain system, and ensure that all new development contributes towards the cost of that system.

Policy 2 – As a requirement for subdivision or planned unit development plat approval, obtain approvals from water and sewer service providers to ensure that development occurs in pace with capacity of those systems.

Policy 3 – Involve in the review process the Unified Fire Authority, Sheriff's Department, school district, and other critical service providers.

Goal 5: Protect the natural environment and inherent beauty of the area.

Policy 1 – Avoid excessive grading on the hillsides.

Policy 2 – Coordinate and plan the design of roads, trails, and open space to be sensitive to wildlife.

Policy 3 – Locate local serving utility lines underground.

Goal 6: For the Butterfield Creek area, provide appropriate retail areas to serve the needs of the community.

Policy 1 – Neighborhood centers, including commercial, office and educational uses, should be considered as a viable land use in close proximity to key intersections of collector and arterial roads or as key components around which to base a planned community.

Policy 2 – Commercial development should incorporate design elements (building mass, design, colors and materials, etc.) to mitigate impacts to neighborhoods.



Policy 3 - Commercial development should be limited to those uses which serve the local population and educational and office personnel, such as grocery, café/restaurant, and personal services.

Goal 7: Moderate Income Housing. Salt Lake County is in the process of adopting a moderate income housing plan for the Salt Lake County region, including the Southwest Community Plan area. In 2017, Salt Lake County received a draft Moderate Income Housing Plan, which was put together by Zions Public Finance, Inc. While this plan did not make specific recommendations about the Southwest Community Plan area, it did provide a Fair Housing Action Plan and a Financial Resources section, which have application to all unincorporated areas of the County, including the Southwest Community Plan area, and which are attached hereto as Appendix A-2 and incorporated herein as if fully set forth.

### **Implementation**

The following implementation strategies should be used by Salt Lake County to carry out the vision and goals of this plan amendment of the Southwest Community Plan:

1. Ongoing Needs Assessment:  
Salt Lake County should periodically review the status of the Southwest Community with regard to the need for government services, critical facilities, parks, recreation, traffic, and education. Information from this assessment process should be combined with the information in this plan and become a major factor in the review of all rezone and development applications.
2. Neighborhood Planning  
In order to encourage development plans which effectively address the needs of the community and which will be in harmony with the goals and policies of this plan, a density bonus system should be used. Zoning should be established which sets a base density and allows density bonuses to be offered to developers who are willing to: combine smaller parcels together to create more comprehensively planned subdivisions, dedicate and improve collector roads and trail systems, provide buffers between new lots and existing large lot/horse properties, and/or dedicate ground for parks, schools, and community facilities.  
In establishing the base density and bonus amounts, the County shall consider the following:
  - a. Densities for specific developments within the Low Density Residential area may vary between 2.5 and 4.0 units per acre, based on the extent to which the development plan complies with the goals and policies of this plan.
  - b. The Neighborhood/Planned Community Residential should accommodate higher densities in excess of 5 units per acre, as a transition between West Bench and Southwest Community provided that a large scale (in excess of 400 acres) master plan is prepared and presented for each community which incorporates the appropriate elements listed above. Each master planned area may be developed over time in a number of phases or amended as needed, provided that each phase or amendment is in harmony with this plan.
  - c. Density shall be based on the gross acreage prior to subdivision and shall include all land within a subdivision boundary, including roads, common areas, and land

designated for schools, parks, church sites, open space, or other such uses.

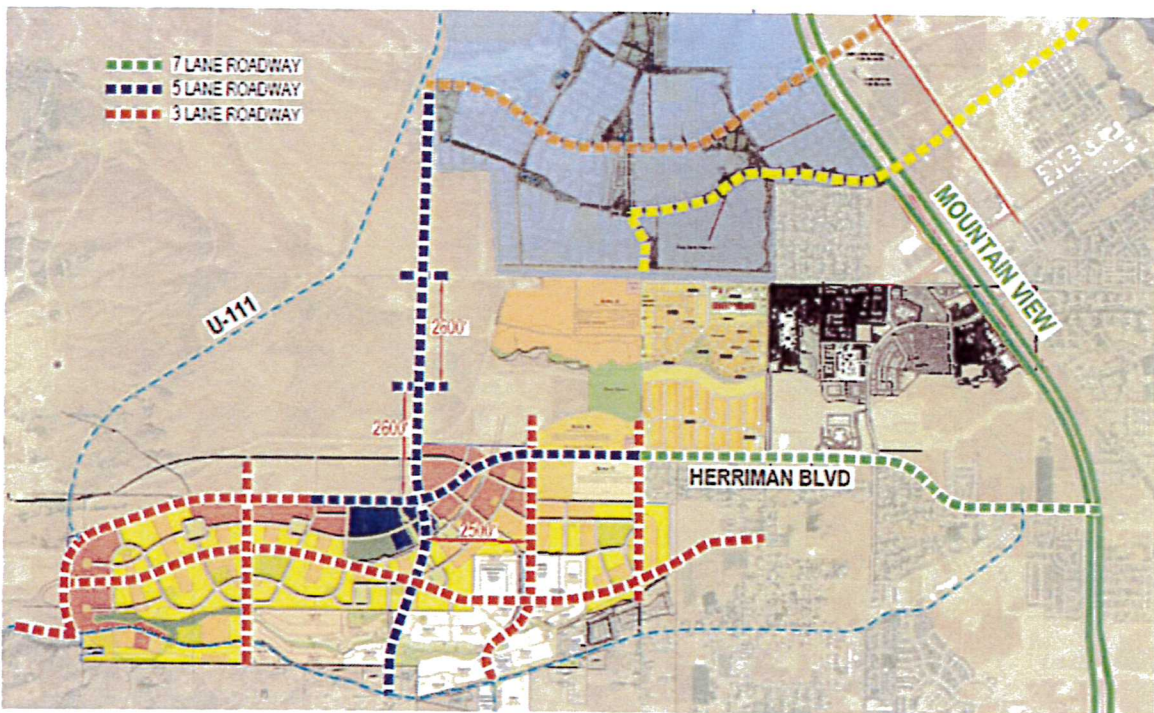
d. The service capacity of water, sewer, and other critical services shall not be exceeded by setting density limits too high.

3. Creative Approach

Salt Lake County should take advantage of the flexibility allowed through its planned unit development and planned community ordinances to foster creative design of subdivisions in the planning area. Density shifts, variations in lots size, the creation of open space, and the institution of appropriate buffers are tools made available through the planned unit development review process. Appropriate easements and restrictive covenants can also be used to provide a cohesive community with well-planned transitions between new residential lots and existing animal/agricultural land uses.

# Olympia

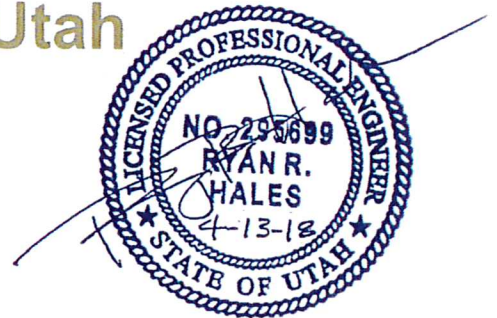
## Traffic Impact Study



### Salt Lake County, Utah

April 2018

UT17-1057





## EXECUTIVE SUMMARY

This study addresses the traffic impacts associated with the proposed Olympia development located in unincorporated Salt Lake County, Utah. The proposed project is located on the northwest side of Herriman City, North of Herriman Highway and east of SR-111.

Included within the analyses for this study are the traffic operations and recommended mitigation measures for existing conditions and plus project conditions (conditions after development of the proposed project) at key intersections and roadways near the site. Future 2024 and 2050 conditions were also analyzed.

The evening peak hour level of service (LOS) was computed for each study intersection. The results of this analysis are shown in Table ES-1. Recommended storage lengths are shown in Table ES-2.



| TABLE ES-1<br>LOS Analysis - Evening Peak Hour<br>Salt Lake County - Olympia TIS |   |                              |                          |                            |                          |                            |
|--|---|------------------------------|--------------------------|----------------------------|--------------------------|----------------------------|
| Intersection   | Level of Service (Sec/Veh) <sup>1</sup> |                              |                          |                            |                          |                            |
|  | Existing (2017) Background              | Existing (2017) Plus Project | Future (2024) Background | Future (2024) Plus Project | Future (2040) Background | Future (2040) Plus Project |
| 11800 South / Bacchus Highway  | A (4.4) / NB                            | F (>50.0) / WB               | A (1.6) / NB             | A (7.5) / WB               | A (8.4) / NB             | D (31.1) / WB              |
| 11800 South / 7300 West <sup>3</sup>   | -                                       | -                            | A (5.8) / SB             | E (57.5)                   | C (24.4)                 | F (>80.0)                  |
| 11800 South / 6800 West <sup>3</sup>   | -                                       | -                            | -                        | B (14.4) / NB              | -                        | C (18.3) / WB              |
| 11800 South / 6000 West  | B (16.0)                                | F (>80.0)                    | F (>80.0)                | F (>80.0)                  | B (16.6)                 | F (>80.0)                  |
| Bacchus Highway / Herriman Parkway <sup>2</sup>                                  | -                                       | D (29.7) / SB                | -                        | A (2.7) / SB               | -                        | C (16.8) / SB              |
| 7800 West / Herriman Parkway <sup>2</sup>  | -                                       | A (6.6) / NB                 | -                        | A (9.2) / SB               | -                        | C (22.6) / SB              |
| 7300 West / Herriman Parkway <sup>2</sup>  | -                                       | D (53.5)                     | -                        | C (34.0)                   | -                        | E (55.8)                   |
| 6800 West / Herriman Parkway <sup>2</sup>  | -                                       | A (5.6)                      | -                        | C (15.5)                   | -                        | F (>50.0) / SB             |
| Herriman Parkway / 6000 West   | B (10.5)                                | E (55.4)                     | C (26.2)                 | F (>80.0)                  | C (22.0)                 | C (29.4)                   |
| Herriman Parkway / Anthem Park Boulevard   | B (15.3)                                | F (>80.0)                    | B (19.3)                 | D (44.7)                   | C (35.0)                 | F (>80.0)                  |
| Herriman Parkway / Main Street   | B (19.3)                                | F (>80.0)                    | C (26.2)                 | C (23.2)                   | B (17.3)                 | D (39.1)                   |
| Herriman Parkway / Spine Road <sup>2</sup>                                       | -                                       | A (8.7) / WB                 | -                        | A (4.1) / WB               | -                        | C (22.7) / WB              |
| 7800 West / Spine Road <sup>2</sup>  | -                                       | B (11.1) / WB                | -                        | B (14.2) / WB              | -                        | B (14.3) / WB              |
| 7300 West / Spine Road <sup>2</sup>  | -                                       | C (26.9)                     | -                        | C (32.2)                   | -                        | D (52.9)                   |
| 6800 West / Spine Road <sup>2</sup>  | -                                       | A (9.2) / WB                 | -                        | A (6.9) / SB               | -                        | A (7.8) / SB               |
| 6400 West / Spine Road <sup>2</sup>  | -                                       | F (>50.0) / EB               | -                        | B (10.7) / WB              | -                        | B (12.5) / WB              |
| 6000 West / Silver Sky Drive   | -                                       | A (6.0) / EB                 | -                        | B (13.6) / EB              | -                        | A (4.8) / EB               |
| Herriman Highway / Bacchus Highway   | A (4.3) / EB                            | A (6.0) / WB                 | A (2.9) / EB             | A (3.3) / WB               | F (>80.0)                | C (25.1)                   |
| 7800 West / Herriman Highway <sup>2</sup>  | -                                       | A (8.1) / SB                 | -                        | A (6.6) / SB               | -                        | D (29.0) / SB              |
| 7300 West / Herriman Highway <sup>2,3</sup>                                      | -                                       | -                            | -                        | F (>50.0) / SB             | B (15.2)                 | E (73.0)                   |
| 6900 West / Herriman Highway <sup>2,3</sup>                                      | -                                       | F (>50.0) / SB               | -                        | F (>50.0) / SB             | B (36.5)                 | F (>80.0)                  |
| Herriman Highway / 6400 West   | F (>50.0) / NB                          | F (>50.0) / NB               | F (>50.0) / NB           | F (>50.0) / NB             | C (21.4)                 | F (>80.0)                  |
| 7800 West / Bacchus Highway <sup>2</sup>   | -                                       | -                            | -                        | A (3.2) / WB               | -                        | A (8.0) / WB               |

1. Intersection LOS and delay (seconds/vehicle) values represent the overall intersection average for roundabout, signalized, all-way stop controlled intersections and the worst approach for all other unsignalized intersections.  
 2. This intersection is planned to be constructed as part of the proposed project and was only analyzed in "plus project" scenarios.  
 3. This intersection is planned to be constructed in the future and was only analyzed in future scenarios.  
 Source: Hales Engineering, April 2018



| TABLE ES-2<br>Recommended Storage Lengths<br>Salt Lake County - Olympia TIS |                       |    |            |    |           |     |           |    |
|---|-----------------------|----|------------|----|-----------|-----|-----------|----|
| Intersection  | Storage Length (feet) |    |            |    |           |     |           |    |
|   | Northbound            |    | Southbound |    | Eastbound |     | Westbound |    |
|   | LT                    | RT | LT         | RT | LT        | RT  | LT        | RT |
| 11800 South /<br>7300 West  | -                     | -  | 500        | -  | -         | -   | 500       | -  |
| 11800 South /<br>6000 West  | -                     | -  | -          | -  | 300       | -   | 300       | -  |
| 7300 West /<br>Herriman Parkway   | -                     | -  | 275        | -  | 300       | -   | 275       | -  |
| Herriman Parkway /<br>6000 West   | 125                   | -  | 175        | -  | 100       | -   | 225       | -  |
| Herriman Parkway /<br>Anthem Park Boulevard                                 | 225                   | -  | 200        | -  | 250       | -   | 175       | -  |
| Herriman Parkway /<br>Main Street   | -                     | -  | -          | -  | -         | 325 | 500       | -  |
| 7300 West /<br>Herriman Highway   | -                     | -  | 300        | -  | 225       | -   | 275       | -  |
| 6900 West /<br>Herriman Highway   | 200                   | -  | 500        | -  | 300       | -   | 225       | -  |
| Herriman Highway /<br>6400 West   | 500                   | -  | -          | -  | 500       | -   | 300       | -  |

Source: Hales Engineering, April 2018



## SUMMARY OF KEY FINDINGS/RECOMMENDATIONS

The following is a summary of key findings and recommendations:

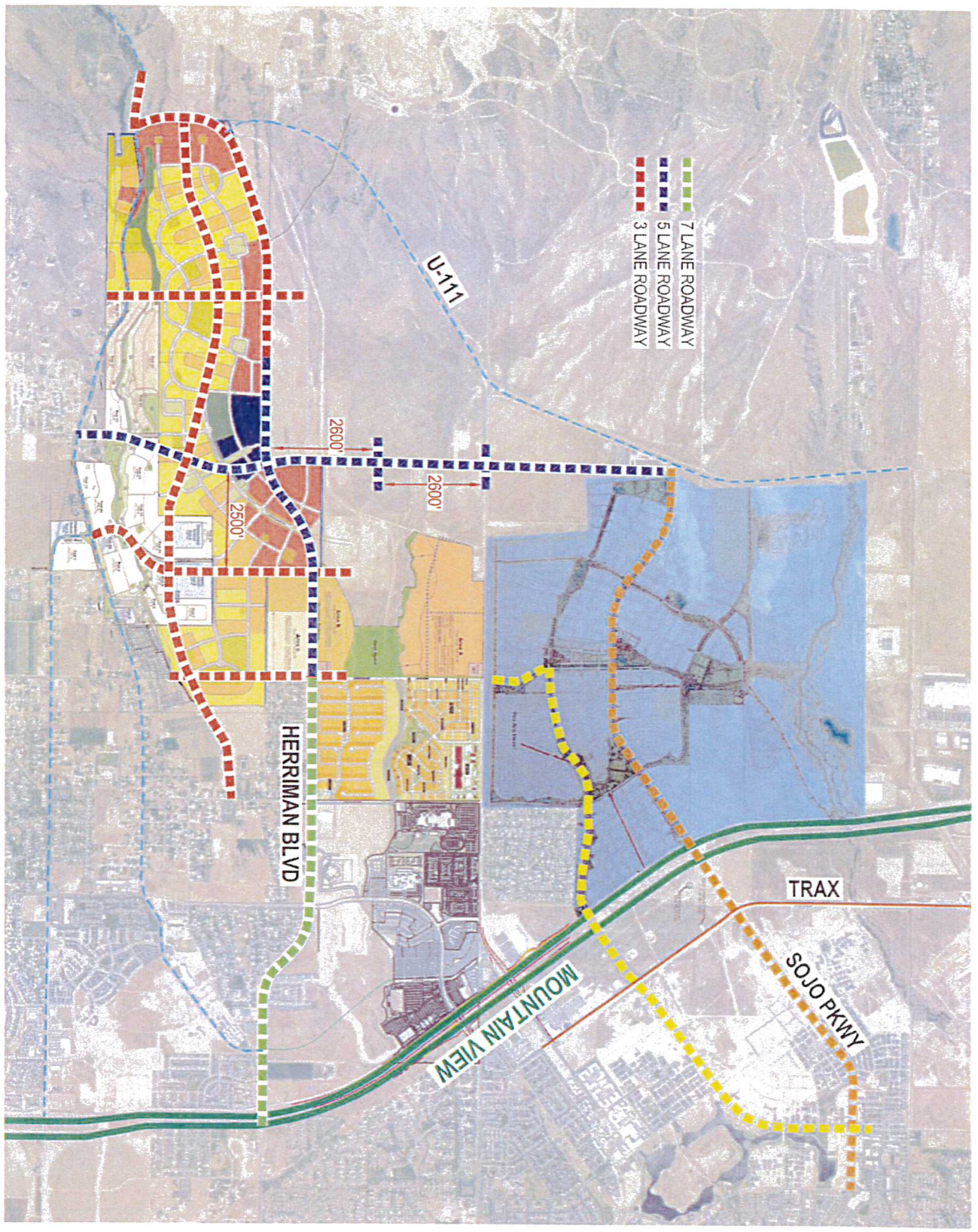
- 11800 South / Bacchus Highway
  - Currently operating at LOS A.
  - Anticipated to operate at LOS F with project traffic added.
  - Anticipated to improve to LOS A with the construction of the 7300 West realignment of the Bacchus Highway.
- 11800 South / 7300 West
  - It is anticipated that dual left-turn lanes will be warranted on the south- and westbound approaches. A continuous flow intersection could also be considered at this location.
  - It is anticipated that 7300 West will need to have a five-lane cross section to accommodate the projected traffic.
- 11800 South / 6000 West
  - Currently operate at LOS B.
  - Anticipated to deteriorate to a poor level of service in the future and with project traffic added.
  - It is recommended that 11800 South be widened to a seven-lane cross section east of 6400 West and widened to a five-lane cross section west of 6400 West as stated in the Herriman City Transportation Master Plan.
    - These wider cross sections are anticipated to improve the levels of service at intersections along the corridor.
  - It is also recommended that left-turn capacity be improved on the westbound approach.
- 7300 West / Herriman Parkway
  - It is anticipated that this intersection will be signalized and operate at an acceptable level of service until 2050, when it is anticipated to decline to LOS E.
  - It is recommended that plans be made to construct dual left-turn lanes on the south-, east-, and westbound approaches when warranted.
- 6800 West / Herriman Parkway
  - Anticipated to operate at an acceptable level of service through 2024.
  - It is anticipated that a traffic signal will be warranted in the future.
- Herriman Parkway / 6000 West
  - It is anticipated that dual left-turn lanes will be needed on the westbound approach to accommodate the anticipated demand in 2024. This will also require two southbound receiving lanes on 6000 West.



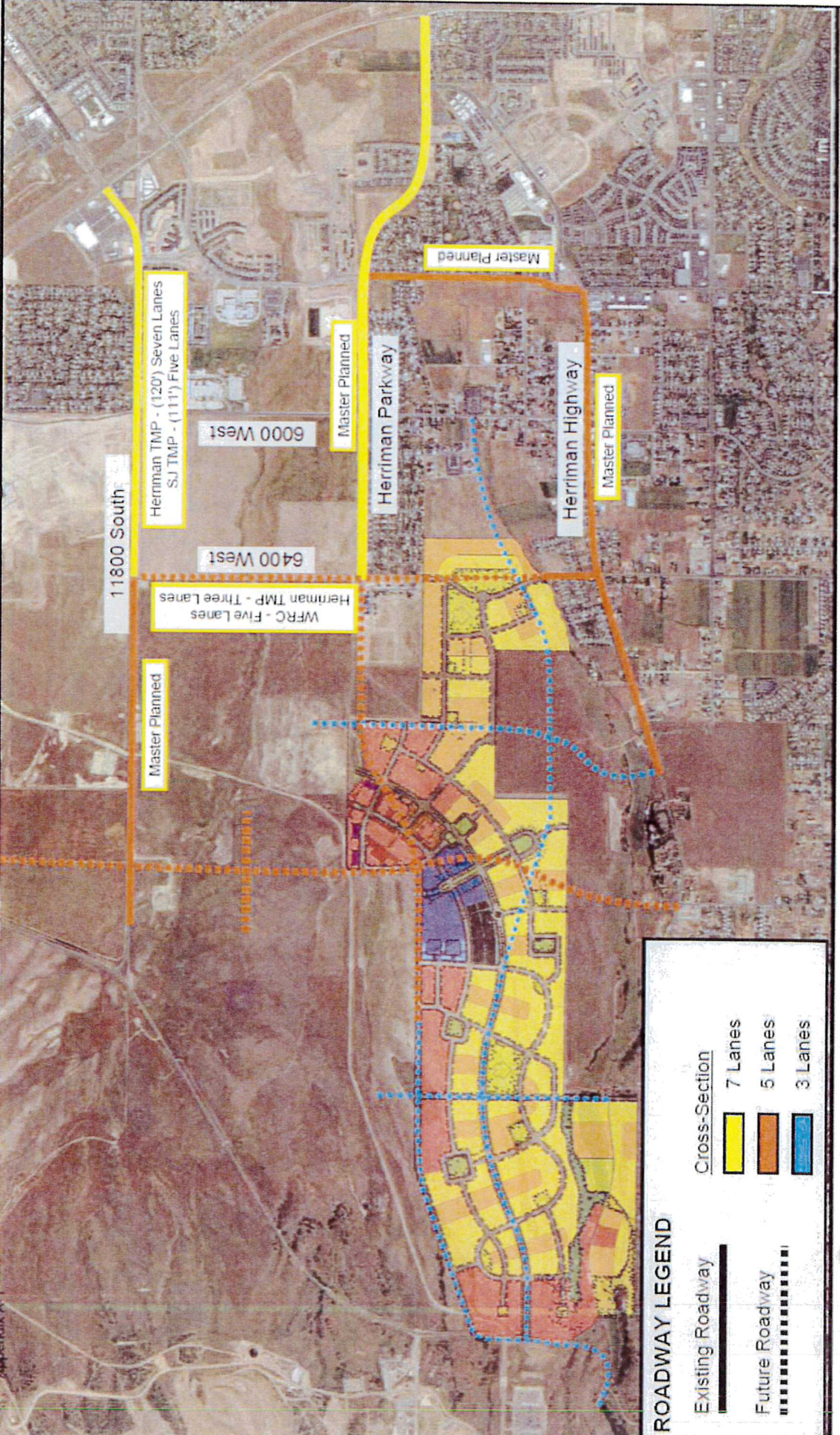


- It is anticipated that Herriman Parkway will need to be widened to a seven-lane cross section east of 6400 West to accommodate future demand as stated in the Herriman City Transportation Master Plan.
- It is anticipated that Herriman Parkway will need to have a five-lane cross section west of 6400 West, and a three-lane cross section west of 7500 West.
- Herriman Parkway / Anthem Park Boulevard
  - Anticipated to deteriorate to a poor level of service with project traffic added.
  - It is anticipated that the widening of Herriman Parkway will mitigate delay issues at this intersection.
  - It is also recommended that the five-lane cross section on Anthem Park Boulevard be extended south of Herriman Parkway as shown in the Herriman City Transportation Master Plan.
- Herriman Parkway / Main Street
  - Anticipated to deteriorate to a poor level of service with project traffic added.
  - It is anticipated that dual left-turn lanes will be warranted on the westbound approach.
  - It is anticipated that the widening of Herriman Parkway will mitigate delay issues at this intersection, as shown in the Herriman City Transportation Master Plan.
  - It is recommended that capacity improvements be made for northbound right-turning vehicles, including a possible free right-turn movement.
- 7300 West / Spine Road
  - It is anticipated that this intersection will be signalized and operate at an acceptable level of service.
- Herriman Highway / Bacchus Highway
  - No mitigation measures are recommended.
- 7800 West / Herriman Highway
  - No mitigation measures are recommended.
- 7300 West / Herriman Highway
  - It is recommended that this intersection be signalized when appropriate warrants are met.
  - It is recommended that dual left-turn lanes be planned for the southbound approach, a right-turn lane be planned for the westbound approach and extending the three-lane cross section on 7300 West to the south of Herriman Highway.
- 6900 West / Herriman Highway
  - It is anticipated that the roundabout planned at this intersection as part of the adjacent Dansie project will be insufficient to accommodate the projected traffic volumes.









DATE: 04/10/2015  
 PROJECT: UT17-1057  
 Figure 1



Roadway Network Concept  
 SL County Olympia Development TIS

**ROADWAY LEGEND**

|  |                  |  |               |  |         |
|--|------------------|--|---------------|--|---------|
|  | Existing Roadway |  | Cross-Section |  | 3 Lanes |
|  | Future Roadway   |  |               |  | 7 Lanes |
|  |                  |  |               |  | 5 Lanes |





| Action Item   | Time Frame | Measurable Results  |
|---|------------|---|
| 1. Collaborate with individual cities on different incentives to locate affordable housing                                    | 1 year     | Number of new potential affordable housing sites  |
| 2. Examine low-density affordable options and availability, including voucher programs and other possible uses of CRA funding | 1 year     |   |
| 3. Implement new development standards which incentivize a variety of units by size and price for new developments            | 1 year     | Number of new projects using incentives   |
| 4. Partner with multi-family developers to reduce development costs or incentivize builders to provide affordable units       | 1-5 years  | Total reduction in development costs  |
| 5. Provide financial assistance and tools to developers to encourage affordable housing at TOD sites, when appropriate        | 1-5 years  | Number of projects using financial assistance at TOD sites; total amount of financial assistance used |
| 6. Waive fees to reduce construction and maintenance costs, allowing lower rental fees to be more feasible                    | 1-5 years  | Total fees waived or reduced  |

This report includes sections on financial resources, tools, and mechanisms that can be used to affirmatively further fair housing in Salt Lake County. As those tools are used, in conjunction with the following action items, the overall availability of affordable units for all income levels, but specifically low- and moderate-income households, will increase.

Goal 3: Focus Development of Affordable Housing at Transit Sites and Significant Transportation Corridors

- *Impediments Addressed:* Lack of Affordable Housing, Lack of Housing Price Diversity, Lack of Accessible Housing, Lack of Housing Supply for Larger Families, Lack of Transportation in Low Opportunity Areas
- *Responsible Parties:* Metro Township Administration, Community Development, Planning Department, Planning Commission, Redevelopment Agency, Developers

Concentration of affordable housing at TOD sites and along bus routes is highly encouraged by HUD as these sites also reduce cost of living and increase access to employment opportunity for low-income families. These are also great locations for special needs housing as they provide transportation options to populations that cannot drive. Major transportation corridors are busy areas more suited to affordable development than single-family homes, with ample access to UTA bus routes.

Furthermore, the County would prefer that developers include in new developments a mix of units of various sizes and affordable at varying AMI income thresholds, rather than stand-alone developments that are only affordable at one income threshold (for example, a development in which all units are affordable at 30 percent AMI).

| Action Item   | Time Frame         | Measurable Results             |
|---|--------------------|--------------------------------|
| 1. Identify affordable housing development sites along major transportation corridors with access to current bus routes | Less than 6 months | Number of sites identified     |
| 2. Identify TOD Sites   | Less than 6 months | Number of TOD sites identified |
| 3. Create CRAs at each site if needed   | 1 year             | Number of CRAs created         |



| Action Item  | Time Frame | Measurable Results   |
|--|------------|--|
| 4. Partner with multi-family developers to reduce development costs or incentivize builders to provide affordable units  | 1-5 years  | Total reduction in development costs   |
| 5. Provide financial assistance and tools to developers to encourage affordable housing at TOD sites, when appropriate   | 1-5 years  | Number of projects using financial assistance; total amount of financial assistance used |
| 6. Waive or reduce fees to reduce construction and maintenance costs, allowing lower rental fees to be more feasible   | 1-5 years  | Total fees waived or reduced   |
| 7. Assist low-income families to purchase affordable units at TOD or bus route sites through a revolving loan fund with down-payment assistance and interest rate buy-downs (or deferred payment loans). | 1-5 years  | Number of units purchased through revolving loan funds                                   |

**Goal 4: Encourage Energy Efficient Housing that Reduces Resident Costs**

- *Impediments Addressed: Lack of Affordable Housing, Lack of Housing Price Diversity*
- *Responsible Parties: Planning Department, Planning Commission, Community Development, City Council, Township Administration, Developers*

Energy efficiency and green building practices are a win-win for all parties involved. Not only are they an attractive selling point, especially to Millennials, but they also reduce housing costs for low-income households. Several projects in the County have capitalized on this practice with much success.

| Action Item   | Time Frame | Measurable Results                            |
|---|------------|---|
| 1. Educate homebuilders on federal and state tax credits for energy efficient building  | 1 year     | Number of builders educated on tax credits    |
| 2. Provide incentives for green building, such as grants, loan assistance, waived fees, or expedited approval processes to builders and developers on affordable housing projects   | 1-5 years  | Percent of units incorporating green features |
| 3. Provide loans to multi-family developments to install green features, such as water saving features or solar panels. These developments can use these features as a marketing tool and use the saved energy costs to pay back the loan | 1-5 years  | Percent of units incorporating green features |
| 4. Provide zero interest deferred payment loans for down payments to low-income households seeking an efficient home  | 1-5 years  | Number of households receiving assistance     |

### Goal 5 Provide More Affordable Units through Low-Income Housing Tax Credits (LIHTC), Vouchers, and Other Assistance Programs

- *Impediments Addressed:* Lack of Affordable Housing
- *Responsible Parties:* Administration, Housing Authorities

| Action Item   | Time Frame | Measurable Results  |
|---|------------|---|
| 1. Create a revolving loan fund with CRA funds, including provisions for disability housing and accessibility modifications for existing units  | 2 years    | Number of additional units created through CRA funds or units made accessible through modifications |
| 2. Collaborate with the Utah Housing Corporation (UHC) to further incentivize the location of new housing developments in high-opportunity areas through LIHTCs                           | 1-5 years  | Number of new developments using incentive  |
| 3. Collaborate with the Rocky Mountain Community Reinvestment Corporation (UCRC) to further incentivize the location of new housing developments in high-opportunity areas through LIHTCs | 1-5 years  | Number of new developments using incentive  |

### Goal 6: Support Housing Needs for Special Needs Residents

- *Impediments Addressed:* Lack of Accessible Housing
- *Responsible Parties:* Planning Department, Planning Commission, Council, Community Development

| Action Item  | Time Frame | Measurable Results   |
|--|------------|--|
| 1. Ensure all new developments meet accessibility requirements   | 1 year     |  |
| 2. Identify units that are non-legal and non-conforming to accessibility requirements  | 1 year     | Number of existing units made accessible through code enforcement  |
| 3. Provide education to landlords regarding fair housing laws and regulations, especially for single-family and accessory rental units         | 1 year     |  |
| 4. Maintain CDBG grants to special needs agencies, such as South Valley Sanctuary and ASSIST.  | 1 year     | Total CDBG grants used for special needs agencies  |
| 5. Create a revolving loan fund with CRA funds, including provisions for disability housing and accessibility modifications for existing units | 2 years    | Number of additional accessible units created through CRA funds or units made accessible through modifications |

### Goal 7: Provide More Affordable Units through Accessory Unit Support

- *Impediments Addressed:* Disparities in Opportunity, Lack of Affordable Housing
- *Responsible Parties:* Planning Department, Administration, Community Development Department

Accessory units provide low-cost rental housing without significantly impacting established neighborhoods through increased density, while providing great advantages to low-income renters to





participate in high-opportunity neighborhoods and school systems. These apartments also provide opportunities for seniors to live near family. Modifying current zoning requirements will likely require additional education and training for landlords regarding fair housing laws.

| Action Item  | Time Frame | Measurable Results   |
|--|------------|--|
| 1. Ensure zoning laws allow SFRs to provide accessory apartments   | 1 year     | Number of new accessory units as a result of zoning changes                      |
| 2. Streamline permit and inspection processes for accessory units  |            | Number of new accessory units as a result of streamlined permits and inspections |
| landlords regarding fair housing laws and regulations, especially for single-family and accessory rental units |            | 3. Provide education to  |

**Goal 8: Address Issues of Disparate Housing Impacts and Discrimination**

- *Impediments Addressed:* Disparities in Opportunity, Discriminatory or Predatory Lending Practices
- *Responsible Parties:* Administration, Council, Planning Department, Community Development, Disability Law Center

The Analysis of Impediments identified that minority groups were often most vulnerable in finding adequate housing opportunities and are more likely to be concentrated in low areas of opportunity. A significant barrier to the choice of these groups to relocate to areas of high opportunity or to living quarters more suitable to family size and income levels is discrimination in home loan and rental applications - the denial rate for Hispanics is double the rate for white non-Hispanics. Data also shows that Hispanics were victims of predatory lending.

| Action Item   | Time Frame | Measurable Results                                     |
|---|------------|--|
| 1. Provide translation services for County housing assistance and public notices, in addition to special needs accommodations   | 6 months   |  |
| 2. Explore the possibility of partnerships with local lenders to provide streamlined lending opportunities for new developments   | 6 months   |  |
| 3. Partner with the Disability Law Center to conduct discrimination testing services for both mortgage lenders and rental property management.                                      | 6 months   | Positive and negative test results                     |
| 4. Partner with state and regional agencies to follow-through on discrimination testing results, ensuring appropriate action is taken against patterns of discriminatory practices. | 1 year     |  |
| 5. Provide housing education to low income and protected class families   | 1 year     | Number of participating households                     |
| 6. Incentivize development projects and examine zoning to encourage affordable units in transit-oriented neighborhoods  | 1 year     | Number of new units in TODs                            |
| 7. Encourage mixed-income development, including the revision of zoning ordinances  | 1 year     | Number of new units, especially those in revised zones |



| Action Item  | Time Frame | Measurable Results            |
|--|------------|-------------------------------|
| 8. Implement new ordinances which incentivize a variety of units by size   | 1 year     | Number of new units by size   |
| 9. Provide education to landlords regarding fair housing laws and regulations, especially for single-family and accessory rental units                                   | 1 year     |                               |
| 10. Increase housing vouchers and analyze distribution of vouchers to ensure they are able to provide a variety of housing options and economic opportunities for growth | 1 year     | Number of additional vouchers |
| 11. Focus on outreach efforts to provide education to protected classes against predatory lending practices  | 1 year     |                               |
| 12. Ensure any current or future good landlord programs are equitable and do not create disparate impacts on minorities or other protected classes                       | 1-5 years  |                               |

**Goal 9: Work with UTA to Improve and Increase Bus Routes in Low-Opportunity Areas**

- *Impediments Addressed:* Lack of Affordable Housing, Lack of Transportation in Low Opportunity Areas
- *Responsible Parties:* Planning Department, Administration, Community Development Department, UTA

Access to affordable transportation improves the cost of living for low-income households, as well as improving access to opportunity.

| Action Item   | Time Frame | Measurable Results                              |
|---|------------|---|
| 1. Work with UTA to conduct a transportation study to analyze ridership and access to public transit in low-opportunity areas | 1-2 years  |   |
| 2. Work with UTA to add more bus routes and frequency, especially between TRAX and FrontRunner, in low-opportunity areas      | 2-3 years  | Change in ridership from new or modified routes |
| 3. Work with UTA to promote access to commercial and residential nodes  | 2-3 years  | Change in ridership from new or modified routes |

**Goal 10: Provide Opportunities for Residents to Reside in the Community throughout the Lifecycle**

- *Impediments Addressed:* Lack of Affordable Housing, Segregation, Lack of Accessible Housing
- *Responsible Parties:* Planning Department, Administration, Community Development Department

The ability to age in place is a key factor for any community, especially those with aging populations, allowing residents to maintain proximity with already-formed support networks, family and friends. However, aging in place does not only apply to aging populations. Aging in place applies to individuals of all ages, races, and those with disabilities.

| Action Item                                  | Time Frame | Measurable Results |
|--|------------|--------------------|
| 1. Ensure zoning laws allow for a variety of | 6 months   |                    |



| Action Item  | Time Frame | Measurable Results                              |
|--|------------|---|
| housing types, as well as proximity to essential services  |            |   |
| 2. Work with UTA to conduct a transportation study to analyze ridership and access to public transit | 1-2 years  | Change in ridership from new or modified routes |
| 3. Work with UTA to add more bus routes and frequency, especially between TRAX and FrontRunner       | 2-3 years  | Change in ridership from new or modified routes |

Goal 11: Maintain Existing Housing Stock Appeal and Quality

- *Impediments Addresses:* Lack of Affordable Housing, Segregation
- *Responsible Parties:* Planning Department, Public Works, Code Enforcement, Residents

The preservation of existing neighborhoods is extremely important to property owners, residents, and officials. Maintaining and improving the existing housing stock appeal and quality can allow for individuals to age in place, provide more housing opportunities for households of varying incomes, and can attract new development or redevelopment to areas with deteriorating housing inventory.

| Action Item  | Time Frame | Measurable Results  |
|--|------------|---|
| 1. Maintain design and maintenance standards outlined in the General Plan.   | 6 months   |   |
| 2. Ensure new development is cohesive and integrative to its community.  | 1-5 years  |   |
| 3. Create a revolving loan fund with CRA funds, including provisions for disability housing and accessibility modifications for existing units, and other housing improvements | 1 year     | Number of units made accessible through revolving loan fund |





### Financial Resources

Listed below are various funding resources available to development within Salt Lake County and sources relevant to the County's affordable and special needs. They are from a variety of local, state and federal sources. Special mechanisms and ideas for using these funds once in County control are detailed in the following section, "Financial Tools and Mechanisms."

#### Local, Non-Profit, and Private Sources

##### *Tax Increment Financing – RDA Housing Fund Account*

The County currently has a portion of RDA funding set-aside in a fund dedicated to affordable housing initiatives throughout the County. As of February 2017, these funds totaled \$44,984. Tools to use these funds, along with other possible monies listed here, are explored in the following tools and mechanisms section.

##### *Green & Healthy Homes Initiative Salt Lake (GHHI Salt Lake)*

Salt Lake County is part of the national movement to implement housing strategies for creating healthy, safe, energy efficient homes for low- to moderate-income families. Salt Lake County is working with other housing providers such as Salt Lake Valley Habitat for Humanity, Community Development Corporation of Utah, Assist Inc., Utah Community Action Weatherization program, Salt Lake City Rehabilitation program, and NeighborWorks Salt Lake, as well as medical providers such as the University of Utah and Intermountain Health Care, to help make low- to moderate-income homes healthy and safe. Program partners include:

Some of the resources available include:

- **Assist Inc.** provides grants up to \$4,000 to cover the cost of emergency repairs and accessibility retrofits.
- **Utah Community Action Weatherization** provides grant of up to \$6,500 to cover the cost of energy retrofits and furnace replacements.
- **Salt Lake Valley Habitat for Humanity** builds homes for low-income households and provides a 0 percent interest rate. They also provide grants and loans to cover the cost of making a home lead-based-paint hazard free, radon gas hazard free, and asthma trigger free.
- **Community Development Corporation of Utah** administers several programs, including a down payment assistance program, the Idea House program, which assists with the purchase and rehab of abandoned homes and provides grants and loans to make homes health and safe.
- **Lead Safe Salt Lake** provides grants to make homes lead-based paint hazard free, radon gas hazard free, and asthma trigger free.

##### *Rocky Mountain Community Reinvestment Corporation (AKA Utah Community Reinvestment Corporation)*

This multi-bank consortium provides financing for multi-family housing developments for low- and moderate-income households. Support includes loans, tax-exempt bonds and equity capital.



## State Sources

### *Critical Needs Housing*

The most useful application to the County of this appropriation is grants to be matched against other funding sources for accessibility design and down payment assistance. These funds must be used to serve those with income at or below 125 percent of the federal poverty guideline.

### *Olene Walker Housing Loan Fund*

This State fund is the primary source of State-level housing assistance, providing funding for rehabilitation and development of affordable and special needs housing. Funds are available for individual use for low-income households, first-time home buyers, Native Americans and those with special needs. There are two programs within this fund of special interest to Salt Lake County:

1. The Community Driven Housing Fund within the Olene Walker Housing Fund is specifically intended to help cities develop affordable and special needs housing. This program helps set up partnerships with developers, guides the development process, and can assist with gap financing to make affordable housing more feasible to developers. The County can use this program in direct development assistance for needs identified in this study, and the City can use current RDA Housing Fund Account monies to leverage this assistance.
2. The HomeChoice program helps low- and moderate-income households or households with a disabled member buy affordable housing. The program funds 30 percent of the purchase price through a second mortgage with a one percent interest rate. This makes monthly payments much more affordable, reducing the housing cost burden.
3. The Multi-family program provides financial assistance for the acquisition, construction, or rehabilitation of affordable rental housing of five or more units.
4. The Transportation Oriented Development Fund will provide loan guarantees for third-party financing to multi-family developers. The Board intends for these guarantee funds to revolve as loan guarantees are fulfilled. An element of the selection process is that the project targets households at less than 80 percent of AMI.
5. Individual Development Accounts: OWHLF supports savers participating in Individual Development Accounts with AAA Fair Credit. Savers receive federal and state matching funds for use in down payments and closing costs.

Outside of participating in these programs, the County can also support regional affordable housing development by donating RDA funds to the Olene Walker Housing Loan Fund directly. This option is administratively low cost to the County, but doesn't guarantee a direct benefit to the County in expanding affordable options within County boundaries.

### *Utah Housing Corporation*

Created in 1975, the Utah Housing Corporation was created through the Legislature to provide a supply of money to make mortgage loans and reasonable interest rates. The UHC also partners with developers and investors to use State and Federal Tax Credits and bond financing on multifamily projects for low-income families, senior citizens and more. Additionally, UHC administers Low Income Housing Tax Credits. These credits are a dollar for dollar reduction of tax liability for owners and investors of low-income housing for ten years. The amount of the credit is based on the costs of the project and the number of units that will be reserved for low-income households.<sup>49</sup>

<sup>49</sup> <http://utahhousingcorp.org/PDF/2011%20LIHTC.pdf>





## Federal Sources

### *Community Development Block Grant Program (CDBG)*

This federal program provides communities with resources to address a wide range of community development needs, including housing projects. The County receives about \$2.4 million each year in CDBG funds. Numerous local entities receive a portion of these funds, including Assist Inc. and the Community Development Corporation of Utah.

### *Low-income Housing Tax Credit Program (LIHTC)*

This federal program can assist housing developers in the development of affordable rental projects for low- and moderate-income households. The County can assist in partnerships with developers in receiving these grants.

### *Section 8 Certificates and Vouchers*

The Section 8 program provides assistance to individual households to subsidize housing costs where housing would otherwise be unaffordable. This program provides diversity and distribution of low-income households, rather than segregation and concentration in dedicated housing developments. The Salt Lake County Housing Authority has closed its waiting lists for Section 8 Housing Vouchers due to the extremely long length of the lists. As of August 2016, the Section 8 Housing Voucher waiting lists have a combined 8,500 households, and can take up to 6 years for households to receive assistance through the program. Due to the length, the Housing Authority often refers these households, and other households seeking assistance, to the Davis County and Utah County Housing Authorities, which have waiting lists that take less than a year to receive assistance. The Salt Lake County Housing Authority has another subsidized program for seniors over 62 years old or individuals with disabilities, which currently has a year-long waiting list.

### *HOME Investment Partnership Program Allocations*

This federal money is appropriated through the State and county consortiums through the Utah Department of Housing and Community Development. At the State level, this program performs competitive funding rounds where developers can submit applications for assistance for affordable housing projects. These applications are bolstered through County support and can leverage the County's RDA funds as part of the project application. Each year, the County receives about \$1.4 million in HOME funds.

In Salt Lake County, the County has partnered with local groups to provide affordable housing development assistance and direct rental assistance. These groups include the Community Development Corporation of Utah, NeighborWorks Salt Lake, Salt Lake Valley Habitat for Humanity, Salt Lake Community Action Program, the Housing Authority of the County of Salt Lake, Utah Nonprofit Housing Association, and West Valley City.

### *HUD Section 811 – Supportive Housing for Persons with Disabilities*

This program provides funding to develop and subsidize rental housing with the availability of supportive services for low income adults with disabilities. Assistance through this program comes in two forms: 1) Capital Advances and 2) Project Rental Assistance. Capital Advances are interest-free capital advances to nonprofit sponsors to finance the development of rental housing. It can finance the construction, rehabilitation, or acquisition of a property. The advance does not have to be repaid if the property remains available to low-income persons with disabilities for 40 years. While the property



should provide services such as case management, independent living training, and employment assistance, use of these services is not required as a condition of occupancy. Rental assistance contracts cover the difference between the HUD approved operating cost and the amount the residents pay – usually 30 percent of adjusted income. The initial term of these contracts is three years and can be renewed if funds are available.

#### *HUD Section 202 – Supportive Housing for the Elderly*

Much like the Section 811 program, Section 202 provided capital advances for the construction, rehabilitation or acquisition for low-income elderly, including the frail elderly. Terms and options are also similar to section 811 with capital advances and rental assistance.

#### **Other Sources Available to Individuals and Households**

There are hundreds of other programs available to individuals and households needing assistance with affordability or special needs. While these programs are not available for direct involvement or use by the County, they are available to help individuals and households close the affordability gap or find funding for special needs in housing. Some of these programs include:

- Utah Technology Assistive Foundation
- Emergency Shelter Grants Program
- HUD’s 203K Rehabilitation Program
- Programs through the Community Development Corporation of Utah
- Utah Affordable Housing Database
- Making Home Affordable Program
- Programs through Salt Lake Community Action Program
- Programs through the Housing Authority of the County of Salt Lake
- Programs through the Housing Authority of Salt Lake City
- Salt Lake Valley Habitat for Humanity
- Utah Nonprofit Housing Association
- HomeChoice Loan Program
- Home Energy Assistance Target Program
- Community Development Corporation of Utah
- NeighborWorks
- Wasatch Front Regional Council
- Utah Community Reinvestment Corporation
- National Association of Homebuilders
- Homebuilder Association of Utah
- Many other nonprofit agencies through Utah and the Country

#### **Financial Tools and Mechanisms**

##### **Suggestions Specific to RDA Set-Asides**

In addition to the previously detailed funding sources, there are many tools and strategies the County can use to effectively apply funding the County possesses, such as RDA set-aside funding, to affordable housing issues. Until recently, the Redevelopment Agency of Salt Lake County’s only active project area was the Magna West Main RDA which predated any statutory housing set-aside requirement. In 2015, the Agency triggered the Magna Arbor Park URA and the West Millcreek URA – both project area budgets have a 20 percent housing allocation which collectively totaled \$89,197.

Table 299: Salt Lake County RDA Housing Set-Asides

| Area                              | Amount   |
|-----------------------------------|----------|
| <b>Magna West Main Street RDA</b> |          |
| 2015 Housing Funds                | \$0      |
| 2016 Housing Funds (Initial)      | \$0      |
| Housing Set-Aside                 | N/A      |
| <b>Magna Arbor Park URA</b>       |          |
| 2015 Housing Funds                | \$30,284 |
| 2016 Housing Funds (Initial)      | \$33,689 |
| Housing Set-Aside                 | 20%      |
| <b>West Millcreek URA</b>         |          |
| 2015 Housing Funds                | \$14,700 |
| 2016 Housing Funds (Initial)      | \$55,508 |
| Housing Set-Aside                 | 20%      |

### Suggestions Specific to RDA Set-Asides

The Utah Workforce Housing Initiative's guidebook gives the following suggestions and ideas specific to using RDA Set-Asides.

- Pass funds to the Olene Walker Housing Loan Fund. This option has low administrative time on the part of staff and pools fund to support affordable housing throughout the region.
- Set up a nonprofit or trust fund to manage allocations on a project-by-project basis. This organization can use many of the tools outlined in the next section, as well as be eligible for many grants and funding available only to nonprofits, like most HUD programs.
- Act as a developer or solicit proposals from developers to complete housing projects directly.
- Use the funds to cover the costs of infrastructure for an affordable housing development.
- Use the funds to acquire land for future development (land banking).
- Establish a housing rehabilitation program.

### Specific Tools and Mechanisms

#### *Fee Waivers*

Salt Lake County can reduce the cost of development, thus reducing the rental or purchase price of a unit, by waiving fees for developments targeting affordable housing. Fees that can be waived include plan reviews, impact fees, water and sewer connections, and building permits.

#### *Density Bonus*

A density bonus incentive can take many forms.

1. Mixed income development – This can be a single-family or multi-family development that mixes unit sizes and qualities with good design practices to make units desirable at all income levels. This method prevents income segregation. A density bonus can be applied to these developments. A good rule of thumb for this is ten percent, or one affordable unit per ten market units.
2. Allowing smaller units to be constructed or relaxing set-back requirements can allow a developer to get a higher return on investment.





### *Zoning Regulation*

Where affordable housing is meeting pushback from the neighborhood, zoning regulations can allow development to integrate into an area more smoothly. Requirements can include things like design requirements, lay out, traffic flow, amenities, management requirements and services.

### *Infrastructure Support*

The County can reduce the cost of developing affordable housing and attract developers by constructing infrastructure in targeted locations. This reduces the cost of development, as well as reducing the construction time by making the property shovel-ready.

### *Rent Subsidies*

Federal rent vouchers, the most common rental subsidies, do not currently come close to meeting needs in Salt Lake County. With long waiting lists, there are families without assistance for up to five years in some cases. These programs effectively pay down rental rates such that the remaining cost burden on the family is an affordable 30 percent of its income. They come in two forms: tenant-based, where the tenant is free to move and take the assistance to each new location; and project-based, where the assistance is attached to a project for periods of ten to twenty years. Project-based subsidies are less administratively burdensome and provide construction incentive to a developer, as they steady income streams and increase debt-carrying capacity. Tenant-based is flexible and can be applied to the current housing supply without necessarily building new affordable units.

### *Project-Based Grants*

This straightforward tool would function as a grant from the County to a developer in return for developing affordable housing units. Conditions of the grant may require a certain percentage of the units to be rented or sold within specified price ranges.

### *Tenant Grants*

Although there is no payback to the County, the County can consider the simple approach of basic grants for use in down payment or rental assistance.

### *Deferred Payment Loans*

These loans, also known as deferred payment second mortgage loan or “soft seconds,” defer all payments of principal and interest until resale of the property or conversion. Sometimes these loans are even forgiven over a period of years. They are generally used in three ways:

1. Down payment assistance for low-income homebuyers in tandem with conventional financing;
2. Major subsidies through gap financing to rental project developers; or
3. Rehabilitation loans.

### *Partial Loan Guarantee*

The County might provide a loan guarantee to back a development’s financing. This can smooth a difficult lending process or lower interest rates, effectively reducing the cost of development.

### *Interest Subsidies*

Also known as interest rate buy-downs, these are effectively prepaid interest at the origination of the loan. The effect of these buy-downs is the same as a zero percent deferred payment loan.



#### *Compensating Balances*

A bank may be willing to reduce an interest rate for a partnership development if the County then deposits in the bank for a certain term. At the end of the term, the County regains its deposit in full, but the bank retains any interest earned to offset the original lower interest rate. This is often not an efficient use of funds due to inflation, but is a possible option.

#### *Tax-Exempt Bonds*

The County can leverage its tax-exempt bonding power to support financing of an affordable housing project. This can also reduce the housing costs in the development and increase affordability.

#### *Revolving Loan Fund*

A revolving loan fund can employ many of the tools mentioned above, such as down payment assistance, interest reduction, and deferred payment loans. A common usage of this mechanism is the zero percent deferred payment loan. The loan is due in full when the title changes and then “revolved” back into the fund to be used for another household. Like rent subsidies, this can be useful to the County to aid in affordable housing with the current housing stock.

#### **Pros and Cons – Effects on Policy Goals**

Each of the mechanisms above have pros and cons – whether it be impacts on property values, risk to the City, or impacts on culture. The following table from the Brookings Institute<sup>50</sup> gives a good summary of the impacts from the general types of tools in affordable housing.

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<sup>50</sup> <http://www.brookings.edu/es/urban/knight/housingreview.pdf>

**SALT LAKE COUNTY  
ORDINANCE**

ORDINANCE NO. \_\_\_\_\_, 2018

AN ORDINANCE AMENDING TITLE 19, ENTITLED "ZONING", OF THE SALT LAKE COUNTY CODE OF ORDINANCES, 2001, BY RECLASSIFYING CERTAIN PROPERTY LOCATED IN SALT LAKE COUNTY FROM THE A-2 (AGRICULTURAL) ZONE TO P-C (PLANNED COMMUNITY) ZONE.

The County legislative body of Salt Lake County, State of Utah, ordains as follows:

Section 1: Section, 19.06.020, Zoning Maps of Salt Lake County Code of Ordinances 2001, is hereby amended, as follows:

The property described in Application #30650 filed by Olympia Land LLC on behalf of The Last Holdout LLC, located at approximately 6300-8500 West, 12400-13100 South within Salt Lake County (the "Property"), is hereby reclassified from the A-2 (AGRICULTURAL) zone to the P-C (PLANNED COMMUNITY) zone.

The Property is specifically described in "Exhibit 1" (attached)

Section 2: Pursuant to section 19.69.070 of the Salt Lake County Code of Ordinances, development of said property is subject to the terms and conditions of the Master Development Agreement attached as "Exhibit 2" and incorporated herein by reference.

Section 3: The map showing such change shall be filed with the Salt Lake County Planning Commission in accordance with Section 19.06.020 of the Salt Lake County Code of Ordinances, 2001.

Section 4: This ordinance shall take effect fifteen (15) days after its passage and upon at least one publication in a newspaper published in and having general circulation in Salt Lake County, and if not so published within fifteen (15) days then it shall take effect immediately upon its first publication.



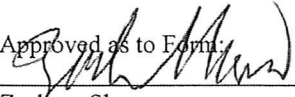
IN WITNESS WHEREOF, the Salt Lake County Council has approved, passed and adopted this ordinance this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**SALT LAKE COUNTY COUNCIL**

By: \_\_\_\_\_  
Amy Winder-Newton, Chair  
Salt Lake County Council

ATTESTED:

\_\_\_\_\_  
Sherrie Swensen, County Clerk

Approved as to Form:   
\_\_\_\_\_  
Zachary Shaw  
Deputy District Attorney  
Date: 5-22-18

**ORDINANCE HISTORY**

- Council Member Bradley \_\_\_\_\_
- Council Member Bradshaw \_\_\_\_\_
- Council Member Burdick \_\_\_\_\_
- Council Member DeBry \_\_\_\_\_
- Council Member Jensen \_\_\_\_\_
- Council Member Newton \_\_\_\_\_
- Council Member Snelgrove \_\_\_\_\_
- Council Member Wilson \_\_\_\_\_

Vetoed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By \_\_\_\_\_  
Mayor Ben McAdams or Designee

(Complete As Applicable)

Veto override: Yes\_\_ No\_\_ Date \_\_\_\_\_  
Ordinance published in newspaper: Date \_\_\_\_\_  
Effective date of ordinance: \_\_\_\_\_

SUMMARY OF  
SALT LAKE COUNTY ORDINANCE NO. \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 2018, the County Council of Salt Lake County adopted Ordinance No. \_\_\_\_\_, which amends Title 19, Section 19.06.020, entitled "Zoning Maps," by reclassifying certain property located in Salt Lake County from the A-2 (Agricultural) Zone to P-C (Planned Community) Zone.

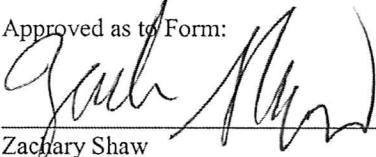
**SALT LAKE COUNTY COUNCIL**

By: \_\_\_\_\_  
Amy Winder-Newton, Chair  
Salt Lake County Council

ATTESTED:

\_\_\_\_\_  
Sherrie Swensen, County Clerk

Approved as to Form:

  
\_\_\_\_\_  
Zachary Shaw

Deputy District Attorney

Date: 5-29-18

ORDINANCE HISTORY

Council Member Bradley \_\_\_\_\_  
Council Member Bradshaw \_\_\_\_\_  
Council Member Burdick \_\_\_\_\_  
Council Member DeBry \_\_\_\_\_  
Council Member Jensen \_\_\_\_\_  
Council Member Newton \_\_\_\_\_  
Council Member Snelgrove \_\_\_\_\_  
Council Member Wilson \_\_\_\_\_

A complete copy of Ordinance No. \_\_\_\_\_ is available in the office of the Salt Lake County Clerk, 2001 South State Street, N2100A, Salt Lake City, Utah.

**EXHIBIT "1"**  
**Legal Description of Property**

**Tax Id No. 26-27-300-001**

The South Half of the Southwest Quarter of Section 27, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

**Tax Id No. 26-32-200-004**

Beginning at the Northeast Corner of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 00°04'33.2" West 2659.434 feet; thence North 89°50'13.3" West 2627.899 feet; thence South 00°10'19.3" East 601.052 feet; thence Northwesterly along a 268.31 foot radius curve to the right 245.482 feet (chord bears North 58°04'51" West 237.01 feet); thence North 31°52'13" West 437.227 feet; thence Northerly along the arc of a 331.972 foot radius curve to the right 288.948 feet (chord bears North 06°56'06" West 279.91 feet); thence North 18° East 201.899 feet; thence Northerly along the arc of a 1482.394 foot radius curve to the left 470.159 feet chord bears North 08°54'50" East 468.19 feet);thence South 89L49'40.7" West 17 feet; thence North 00°10'19.3" West 792.3 feet; thence North 70°54'09.7" East 3153.425 feet to the point of beginning.

**Tax Id No. 26-32-400-001**

The Northwest Quarter of the Southeast Quarter of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Less and Excepting: Beginning at a point along the center section line North 00°22'52" West 1471.57 feet from the South Quarter Corner of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 00°22'52" West along said center section line 165.00 feet; thence North 85°44' East 500.00 feet; thence South 00°22'52" East 185.12 feet; thence North 88°43' West 207.61 feet; thence South 85°44' West 292.00 feet to the point of beginning.

Also Less and Excepting Utah Highway 111.

**Tax Id No. 26-32-400-002**

The Northeast Quarter of the Southeast Quarter of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Less and Excepting Utah Highway 111.

**Tax Id No. 26-33-100-001**

The North Half of Section 33, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

**Tax Id No. 26-33-301-001**

The Northwest Quarter of the Southwest Quarter of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Less and Excepting Utah Highway 111.

App. 30650

**Tax Id No. 26-34-100-001**

The North Half of the Northwest Quarter of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

**Tax Id No. 26-34-100-002**

The Southwest Quarter of the Northwest Quarter of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

**Tax Id No. 26-34-200-003**

Beginning at the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence West 160 rods; thence South 80 rods; thence East 80 rods; thence South 80 rods to the center of the creek; thence Northeasterly along said creek to a point 40 rods East and 101 rods South from the point of beginning; thence North 101 rods; thence West 40 rods to the point of beginning.

Less and Excepting and Together with: All portions conveyed in Boundary Agreement recorded September 26, 2006 as Entry No. 9856999 in Book 9356 at Page 5372, Official Records.

**EXHIBIT "2"**  
**Master Development Agreement**

**WHEN RECORDED, RETURN TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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(Space above for Recorder's use only.)

**MASTER DEVELOPMENT AGREEMENT**

**FOR**

**OLYMPIA**

**A MASTER PLANNED COMMUNITY**

THIS MASTER DEVELOPMENT AGREEMENT ("MDA") is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date"), by and between SALT LAKE COUNTY, a political subdivision of the State of Utah, by and through its County Council ("the County"), GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, a political subdivision of the State of Utah (the "MSD"), THE LAST HOLDOUT, L.L.C., a Utah limited liability company ("Owner"), and OLYMPIA LAND, LLC ("Master Developer"), a Utah limited liability company, together hereafter known as "the Parties".

**RECITALS**

A. The County has zoned the Property as a Planned Community as more fully specified in the P-C Zone Plan approved by the County Council on \_\_\_\_\_. A copy of the P-C Zone Plan is available at the Planning and Development Services Division of Salt Lake County.

B. The P-C Zone Plan pertains to approximately nine hundred and thirty-two (932) acres of real property located in the south-west portion of unincorporated Salt Lake County (the "**Property**") and is more particularly described in **Exhibit A** attached hereto.

C. Owner is the current owner of the Property, and Master Developer has an option to acquire the Property over a period of years.

D. The Parties desire that the Property be developed as a master planned community in a unified and consistent fashion pursuant to the P-C Zone Plan (the "**Planned Community**").

E. The P-C Zone Plan sets forth those land use classifications, residential and commercial densities, and development locations as are permitted under this MDA for the Planned Community.

F. This MDA identifies the standards and procedures that will be applied to the required administrative approvals contemplated in connection with the future development of the Planned Community, as well as the construction of certain improvements of benefit to the Planned Community and to address requirements for certain community benefits.

G. The County has established the Planned Community under the provisions of the County's Vested Laws for the purpose of implementing development standards and processes that are consistent therewith. In doing so, the County found that the Planned Community is vested to proceed under the County's Vested Laws, subject to the limitations outlined in Sections 2 through 5.

H. The County and the Master Developer agree that each shall comply with the standards and procedures contemplated by the Planned Community as described in this Agreement and its accompanying Exhibits, and the County's Vested Laws with respect to all required development approvals.

I. In connection with entering into this MDA, the County desires to receive certain public and community benefits and amenities and the Master Developer is willing to provide these benefits and amenities in consideration of the agreement of the County for the densities and intensity of uses within the Planned Community pursuant to the terms of this MDA.

J. The County, acting pursuant to its authority under the Act and the County's Vested Laws, has made certain determinations with respect to the proposed Planned Community, as a master planned community, and in the exercise of its legislative discretion has elected to approve the use, density, and general configuration of the Planned Community set forth in the P-C Zone Plan through the negotiation, consideration and approval of this MDA after all necessary public hearings.

### FINDINGS

The County Council of Salt Lake County, Utah, acting in its legislative capacity, has made the following determinations with respect to the Planned Community, including all findings of fact and conclusions of law as are necessary to make each of the following determinations:

1. County has provided proper notice for and conducted the following public hearings in conjunction with this MDA: County Planning Commission and County Council public hearings on the Owner and Master Developer's Application to Amend the General Plan, to rezone the Property to the Planned Community Zone, and to approve the P-C Zone Plan, which public hearings took place on \_\_\_\_\_;
2. The County Council has reviewed this MDA and determined that it is consistent with the Act, the General Plan, the Zoning Ordinance and the Zoning of the Property, and that the MDA will enable the County or its successor to control the development of the area and will serve the best interests of the County or its successor.
3. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the MSD, the County and its residents by, among other things, requiring orderly development of the Property as a master planned community and increasing sales tax and other revenues to the County and the MSD based on improvements to be constructed on the Property by the Master Developer.
4. Development of the Property pursuant to this MDA will also result in significant benefits to Owner and Master Developer by providing assurances to Owner and Master Developer that Master Developer will have the ability to develop the Property in accordance with this MDA.
5. The Parties have cooperated in the preparation of this MDA.
6. The Parties understand and intend that this MDA is a "development agreement" within the meaning of, and is entered into pursuant to, the terms of Utah Code Ann., §17-27a-102 (2017).

7. The Parties understand and agree that the Property will ultimately either be annexed into or will incorporate as a municipality.
8. The County's rights and obligations under this MDA will thereafter become those of the annexing or incorporating municipality.
9. This MDA implements the Planned Community zoning for the Property.
10. This MDA shall govern the development and improvement of the Planned Community from and after its Effective Date.

## **AGREEMENT**

**NOW, THEREFORE** in consideration of agreements and obligations set forth below, and in reliance upon the findings and recitals set forth above, which are incorporated as part of this Agreement, the County, MSD, Owner and the Master Developer hereby agree as follows:

### **SECTION 1**

#### **Certain Definitions with respect to MDA**

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

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

1.2 **Building Permit** means a permit issued by the County or its municipal successor to allow construction, erection or structural alteration of any building, structure, or private, public, or Project Infrastructure on any portion of the Planned Community, or to construct any off-site infrastructure within County's jurisdiction consistent with the International Building Code, International Fire Code and/or the County's Vested Laws.

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

1.4 **Council** means the elected County Council of the County.

1.5 **County** means Salt Lake County, a political subdivision of the State of Utah.

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

1.7 **County's Vested Laws** means the following County ordinances that were in effect as of the Effective Date, subject to the exceptions outlined in Subsection 3.4: Title 14 entitled "Highways, Sidewalks and Public Places," Chapter 15.28 entitled "Highway Dedication," Title 17 entitled "Flood Control and Water Quality," Title 18 entitled "Subdivisions," and Title 19 entitled "Zoning." [CONFIRM]

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



1.9 **Development Application** means an application to the County for development of a portion of the Planned Community including a Project Plan, a Final Plat, a Commercial Site Plan, Building Permit, or any other permit, certificate or other authorization from the County or its municipal successor required for development of the Planned Community.

1.10 **Development Standards** means those standards set forth in Salt Lake County Ordinance 19.69.110 and approved P-C Zone Plan, Community Structure Plan, Project Plans, or any development agreements associated with these approved Plans.

1.11 **Director** means the Director of the Salt Lake County Planning and Development Services Division of the Department of Public Works.

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

1.13 **General Plan** means, in so far as it applies to the Property, the Southwest Community Plan, adopted April 3, 1996 and amended in 2008 and contemporaneously with the zoning of the Property as a Planned Community pursuant to the PC Zone Plan.

1.14 **Impact Fees** means those fees, assessments, or payments of money imposed by the County or the MSD (but not any other jurisdiction having authority which is not a Party to this MDA) as a condition on development activity as specified in the Utah Impact Fees Act, Utah Code Ann., §§ 11-36a-101, *et seq.*, (2017).

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

1.16 **Land Use Plan** means the layout and table set forth in **Exhibit B**, which provides for the use, density and general locations of development for the Planned Community.

1.17 **Master Developer** means Olympia Land, LLC, a Utah limited liability company and its related entities, assignees or transferees as permitted by this MDA.

1.18 **Maximum Residential Unit Cap** means the development on the Property of eight thousand seven hundred and sixty-five (8,765) Residential Dwelling Units.

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

1.20 **MSD** means the Greater Salt Lake Municipal Services District.

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

1.22 **Owner** means The Last Holdout, L.L.C., a Utah limited liability company.

1.23 **Parcel** means an area within the Property that has been conveyed by or is proposed to be conveyed by metes and bounds prior to recordation of a plat of subdivision, which conveyance has occurred or is proposed to occur with the approval of the County pursuant to the provisions of Utah Code Ann. §17-27a-103(62)(c)(vi)(2017).

1.24 **Parties** means, collectively, the County, MSD, Owner and Master Developer.

1.25 **Phase** means the development of a given Project pursuant to a Project Plan within the Planned Community at a point in a logical sequence as determined by Master Developer and agreed to by the County via the Project Plan process.

1.26 **Planned Community** means the development to be constructed on the Property pursuant to this MDA.

1.27 **Planning Commission** means the County's Planning Commission established by the Zoning Ordinance.

1.28 **Project Infrastructure** means those items of public or private infrastructure within the Property which are necessary for development of the Planned Community including all roads, utilities, lighting, curbs/gutters/sidewalks, parks, trails, rough and final grading, trees, sod, seeding, and other landscaping, storm water detention and retention facilities, water mains, storm sewers, sanitary sewers, and all other improvements required pursuant to this MDA, the Community Structure Plan, applicable Project Plans and Final Plats, County's Vested Laws, and/or County's Future Laws, as applicable.

1.29 **Project** means a discrete portion of the Planned Community approved pursuant to a Project Plan, within which there may be multiple Phases.

1.30 **Project Plan** means the plan that is outlined in Salt Lake County Ordinance Section 19.69.090.

1.31 **Property** means that approximately nine hundred and thirty-two (932) acres described in **Exhibit A**.

1.32 **Residential Dwelling Unit** means a unit intended to be occupied for residential living purposes; one Residential Dwelling Unit equals each unit within a multi-family dwelling, apartment building, time share, etc., and each condominium unit and single-family residential dwelling. 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 approved density of the Planned Community.

1.33 **Site Plan** means the plan submitted to the County in accordance with Salt Lake County Ordinance Section 19.69.100.

1.34 **Subdeveloper** means an entity or person not "related" (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development and pursuant to an assignment approved by the County and the MSD pursuant to Subsection 5.1 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.

1.35 **Subdivision** means the division of any portion of the Property into a subdivision pursuant to state law and/or the Zoning Ordinance.

1.36 **Zoning Ordinance** means the County's "land use ordinances" adopted pursuant to the Act that were in effect as of the effective date of this MDA as a part of the County's Vested Laws.

**SECTION 2**  
**The Planned Community**

2.1 Compliance with Local Laws and Standards. The County has reviewed the County's Vested Laws and the General Plan and has determined that the Planned Community substantially complies with the provisions thereof and hereby finds that the Planned Community is consistent with the purpose and intent of the relevant provisions of the General Plan and the County's Vested Laws.

2.2 Approved Density. The maximum number of Residential Dwelling Units in the Planned Community shall be 8,765 (i.e. the Maximum Residential Unit Cap). The Planned Community shall be comprised of the following residential unit types (as described in the Land Use Plan):

| Residential Unit Type | Minimum RDU | Maximum RDU |
|-----------------------|-------------|-------------|
| Neighborhood Units    | 375         | 2,995       |
| Village Units         | 2,236       | 4,969       |
| Town Center Units     | 5,302       | 8,765       |

The minimum and maximum number of Residential Dwelling Units set forth above are for information purposes only and are based upon the amount of acreage identified for various uses in the Land Use Plan. Adjustments to the total number of Residential Dwelling Units of each type shall be allowed so long as the total number of Residential Dwelling Units in the Planned Community does not exceed the Maximum Residential Unit Cap.

2.3 Land Uses within Planned Community; Configuration. The approved general configuration of and Intended Uses within the Planned Community are those identified in the Land Use Plan. Except as modified by an approved Project Plan, the Land Use Plan reflects the general location and configuration of residential and commercial development and open space within the Planned Community.

2.4 Master Developers' Discretion. Subject to Subsection 4.3, nothing in this MDA shall obligate the Master Developer to construct the Planned Community or any particular Project or Phase therein, and the Master Developer shall have the discretion to determine whether to construct a particular Project or Phase based on such Master Developer's business judgment; *provided, however*, that once construction has begun on a specific Final Plat or Final Site Plan, the relevant Master Developer or Subdeveloper(s) shall have the obligation to complete, within the time specified by the County or, if the County doesn't specify a completion deadline, within a reasonable period of time, the improvements associated with such plat or plan, including all associated community benefits as described and scheduled within the applicable Project Plan.

2.5 Community Structure Plan Required. Master Developer shall make application to the County for approval of a Community Structure Plan consistent with the requirements of Salt Lake County Ordinance 19.69.080 (the "**CSP Application**"). In addition to the requirements of County Ordinance Section 19.69.080, the Community Structure Plan shall also address, to the County's reasonable satisfaction in accordance with State law and existing applicable County ordinances and regulations, the following subjects: roads, stormwater, development and maintenance of parks and trails, water, sewer, environmental cleanup (if any), and public utilities. Master Developer shall also submit proposed Community Structure Design Standards as part of the CSP Application. County staff shall review the CSP Application for conformance with this MDA, the Development Standards, and the provisions of the County's Vested Laws,

including the Community Structure Plan requirements set forth in Salt Lake County Ordinance 19.69.080. Following their review, the County staff shall provide a recommendation to the Planning Commission with respect to the CSP Application. The MSD shall also review the CSP Application in accordance with its rules and regulations, as applicable, and provide written confirmation to the Planning Commission of the MSD's approval of the CSP Application and the MSD's willingness to provide municipal services to the Planned Community pursuant to the terms of this MDA. The Planning Commission shall take final action approving the Community Structure Plan upon a finding of compliance with this MDA, the Development Standards and the provisions of the County's Vested Laws, including the Community Structure Plan requirements in Salt Lake County Ordinance 19.69.080. The requirements of this Subsection 2.5 are conditions/limitations on vesting as allowed by Salt Lake County Ordinance Section 19.69.070. Until the Community Structure Plan is approved by the County, neither the Master Developer nor any other applicant will be entitled to any approvals under Utah Code Section 17-27a-508 with respect to the Planned Community. The limitations set forth in this Subsection 2.5 shall not, however, limit the Master Developer's right to seek approval of the Community Structure Plan in accordance with the County's Vested Laws and this MDA. Master Developer and Owner agree that, without the prior written consent of the County, neither Master Developer nor Owner nor any of their successors in interest shall make any application for a Building Permit with respect to the development of the Planned Community, nor will any such permits be issued to anyone, until such time as the Community Structure Plan has been approved by the County, which review and approval shall be governed by the County's Vested Laws. Notwithstanding the fact that the Community Structure Plan will provide many of the details regarding infrastructure and other subjects for the Planned Community, the Parties agree that the following requirements will be applicable upon the rezoning of the Planned Community:

2.5.1 Water. The Property is not currently within the service area of the Jordan Valley Water Conservancy District (the "**Conservancy District**"), and must be annexed into the Conservancy District before water can be purchased on either a wholesale or retail basis for use by the Planned Community. The Parties further understand that, but for an annexation of the Property by a municipality or other district that provides retail water service (including the Conservancy District, if it so elects), such water service and connections to the Property will require the Master Developer to create a local water service district that is fully funded and operational. The County will only issue building permits for residential and commercial structures when building lots or commercial site pads within the Planned Community have rights to receive full retail water service and live culinary water connections and service are stubbed to the applicable building lot or commercial site pad.

2.5.2 Stormwater. The Community Structure Plan shall ensure that historic flows of stormwater runoff will be preserved, which can be accomplished by installation of variable weirs to release waters as necessary to achieve historic flows.

2.5.3 Roads. Upon full build-out of the Planned Community, all portions of the Property are intended to be located within an approved Project. Pursuant to Subsection 2.5.5, Master Developer or a Subdeveloper, each as applicable in connection with a specific Project approval, shall fund and construct all intersection and roadway improvements within approved Projects within the Planned Community that are to be either privately owned or dedicated to the County upon completion. This obligation shall include the portion of the road forming the northern boundary of the Property that is within the Property boundaries, together with the remainder of that road to the extent of the Planned Community's proportionate impact. Master Developer's traffic engineer has identified various intersections that, upon full build out of the Planned Community, may have an F level of service as a result of the development of the Planned Community. Master Developer's traffic engineer has also identified recommendations to mitigate the potential impact of the Planned Community on the identified intersections. A list of the identified intersections located outside of



the Property but within the unincorporated portion of the County, and the recommendations associated with those intersections, is attached hereto as **Exhibit C**. Master Developer or a Subdeveloper, each as applicable in connection with a specific Project approval, shall be responsible to fund and construct the proportionate share of the cost to make such improvements to County owned intersections and roadway improvements (or intersection or roadway improvements to be dedicated to the County upon completion) outside of the Planned Community but within the unincorporated portion of the County. The development agreements associated with each Project Plan shall determine how the proportionate share of the Master Developer or applicable Subdeveloper is calculated and exacted. Each application for a Project Plan shall be accompanied by a professionally prepared traffic study, showing impacts of the development proposed by the Project Plan to system roads, together with recommendations on how such impacts can be mitigated. With respect to intersections and roadway improvements located within adjoining municipalities and owned by the State or such adjoining municipalities, the Master Developer shall cooperate with the State of Utah and/or local affected jurisdictions, as appropriate, to coordinate the implementation and construction of recommended improvements outside of the Planned Community and within such adjoining municipalities (but Master Developer shall have no obligation to construct, fund or otherwise implement such improvements unless and except as permitted by applicable law). Except as otherwise expressly agreed by the County or the MSD in a subsequent agreement, neither the County nor the MSD will be responsible to fund or construct roads or any other Project Infrastructure within the Planned Community.

2.5.4 Environmental. The County Health Department and/or State Department of Environmental Quality may review the Community Structure Plan for compliance with County and State regulations and may provide recommendations to the Planning Commission to ensure compliance with those regulations. To the extent consistent with the requirements of applicable law, the Planning Commission may incorporate those recommendations as conditions of approval of the Community Structure Plan and any development agreement entered into in connection with the approval of the Community Structure Plan.

2.5.5 Infrastructure Construction Within the Planned Community. Upon full build-out of the Planned Community, all portions of the Property are intended to be located within an approved Project. Master Developer or the applicable Subdeveloper shall be responsible for funding and constructing all Project Infrastructure within an approved Project within the Planned Community. Unless otherwise specifically agreed by the County or the MSD, neither the County nor the MSD shall be responsible for installing, funding, or reimbursing the cost of any of the improvements outlined in the Community Structure Plan, including engineering and design costs.

2.6 Concurrency Management Required. Master Developer agrees that Development Applications shall be required to include reasonable verification of the continued availability and adequacy of sanitary sewer service, storm water service, culinary water service, fire protection (including water fire flow, storage, etc. requirements), utilities and road capacity for the development activity contemplated by each such Development Application. In addition to the foregoing, Owner and Developer agree that: (a) the County will have no obligation to issue more than two hundred (200) single family residential Building Permits until either, (i) a petition to incorporate the entirety of the Property as a separate municipality is properly filed in accordance with State law, or (ii) a petition to annex the entirety of the Property into an adjoining municipality is properly filed in accordance with State law; and (b) the County will have no obligation to issue more than five hundred (500) single family residential Building Permits until either the above-referenced incorporation or annexation, as applicable, is completed in accordance with State law, and the incorporated municipality, if applicable, is fully funded and operational (defined to mean that all statutorily required offices of a municipality are funded and staffed, with municipal office space funded and a building lease or other arrangement in place). The foregoing limitations on the County's issuance of

Building Permits shall not apply with respect to Building Permits issued for commercial, office, institutional or industrial uses, which uses do not include apartments or other multi-family residential dwellings, except to the extent that the County and the MSD reasonably determine that such apartments or multi-family residential dwellings are integral to a mixed-use or institutional use approved by the County and that such apartments or multi-family residential dwellings, by reason of their incorporation into approved institutional or mixed-use on a portion of the Property, do not impose an unreasonable demand for those municipal services provided by the MSD given the provision of such services to the incorporating institutional or mixed-use area.

2.7 Effect of this MDA. Except as otherwise provided in this MDA, this MDA, as the same may be amended or supplemented from time to time, shall be the sole agreement between the Parties for the development of the entirety of the Property. Notwithstanding the foregoing, various other development, infrastructure, and other agreements may be entered into by and among the Parties hereto and others with respect to the development of various Projects, Project Plans and Phases, or specific infrastructure developments over the course of the Planned Community's development. This MDA is intended to implement the approved P-C Zone Plan. In the event of any inconsistency between the terms of this MDA and the provisions of the P-Z Zone Plan, the terms and provisions of this MDA shall control. Master Developer and Owner acknowledge and agree that notices have been properly given, and required, meetings and hearings have been held by the County with respect to the approval of this MDA, and agree not to challenge County's or MSD's approval on the grounds of any procedural infirmity or any denial of or failure respecting any procedural right.

### **SECTION 3** **Vested Rights and Reserved Legislative Powers**

3.1 Vested Rights. Subject to Subsection 3.3, during the term of this MDA, the Master Developer and/or Owner (or their respective successors-in-title) with respect to all or any part of the Planned Community shall have the vested right: (i) to have a Community Structure Plan reviewed and, if found to meet the standards and criteria set forth in this MDA and the County's Vested Laws, approved; and (ii) upon approval of the Community Structure Plan, to develop and construct the Planned Community in accordance with the uses, densities, timing and configurations (massing) of development as vested under the terms and conditions of this MDA, including specifically, but without limitation, the Land Use Plan, the Findings, Section 2, and the accompanying Exhibits. Except as otherwise provided in this MDA, it is contemplated that the rights vested in the Planned Community are exempt from the application of the County's Future Laws. Where there is a conflict between this MDA and the County's Vested Laws, this MDA shall control.

3.2 Invalidity. Master Developer and Owner covenant and agree not to bring suit to have any of the County's Vested Laws declared to be unlawful, unconstitutional or otherwise unenforceable. If any of the County's Vested Laws are declared to be unlawful, unconstitutional or otherwise unenforceable, Master Developer and Owner will nonetheless comply with the terms of this MDA. Master Developer and Owner shall also, in that event, cooperate with the County in adopting and agreeing to comply with a new enactment by the County which is materially similar to any such stricken provision and which implements the intent of the parties in that regard as manifested by this MDA.

3.3 Reserved Legislative Powers. The Parties acknowledge that the County is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the County those police powers that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of the Master Developer under the terms of 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 under this MDA shall be of general application to all development activity in the County and, unless the County declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Planned Community under the compelling, countervailing public interest exception to the vested rights doctrine.

3.4 Excepted Laws and Ordinances. The County expressly reserves its authority to impose the County's Future Laws to the Planned Community and the Property in the following circumstances and Master Developer agrees to abide by such laws:

(a) *Compliance with State and Federal Laws.* County's Future Laws which are generally applicable to all similarly situated properties in the County and which are required to comply with State and Federal laws and/or regulations affecting the Planned Community and/or the Property;

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

(c) *Ordinances and Resolutions Not Inconsistent.* Ordinances and resolutions of the County and the MSD not in conflict with the provisions of this MDA and rights granted to the Master Developer and the Owner hereunder.

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

(e) *Fees.* Changes to the amounts of fees (but not changes to the timing provided in the County's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications (including inspections) 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.

(f) *Impact Fees.* Impact Fees or modifications thereto which are lawfully adopted, imposed and collected. To the extent that impact fees cover system improvements or other improvements that Master Developer has or will construct and pay for and/or fund, impact fees will not be charged within the Property for such improvements. Otherwise, the Planned Community shall be subject to all impact fees of the County, the MSD, a municipality (when the Property is included in a municipality) or any local or special service district that are: (i) imposed at the time of issuance of Building Permits, Final Plat or Commercial Site Plan, if applicable, under this MDA, and (ii) generally applicable to other similarly situated land in unincorporated Salt Lake County, the municipality (if applicable), the service area of the MSD, and/or other local or special service district. If impact fees are properly imposed pursuant to this Subsection 3.4(f), the fees shall be payable in accordance with the particular impact fee regulation or resolution. Notwithstanding the agreement to subject the Planned Community to impact fees pursuant to this Subsection 3.4(f), the

Master Developer and any Subdevelopers or other owner of all or part of the Planned Community may, pursuant to applicable law, challenge the adoption of the impact fee, the reasonableness of the amount of the impact fees and the conformity of the impact fee with the provisions of the Utah Impact Fees Act, Title 11, Chapter 36a of the Utah Code, or other applicable law, and may seek credits against impact fees otherwise assessed in accordance with Section 11-36a-402 of the Utah Impact Fee Act or any other similar provision of Utah law, and nothing in this Section 3.4(f) is intended to waive or shall be deemed to waive any rights under any applicable law to make such challenge or seek such credits.

(g) *Municipal Services Fees.* Fees imposed to pay for municipal-type services and/or infrastructure provided by the MSD and/or any other provider, including but not limited to, stormwater utility, special assessments, and connection fees.

(h) *Generally Applicable laws not in conflict with this MDA.* County 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.

3.5 Processing Under County's Vested Laws. Approval processes for Development Applications 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.

#### SECTION 4 Municipal Government/Services

4.1 Prohibition on Partial Annexation. Master Developer, Owner and the County acknowledge and agree that only a certain amount of development may occur pursuant to this MDA prior to the Property being incorporated as a separate municipality or annexed into one of the existing municipalities bordering the Property that expressly agrees to allow the Planned Community to be developed in accordance with this MDA. Master Developer and Owner agree that, without the prior written consent of the County and the MSD, neither Master Developer nor Owner shall, individually or collectively, annex or consent to the annexation of only a portion of the Property by an adjoining municipality.

4.2 Provision of Municipal Services--Shortfall Period. Subject to the terms and conditions set forth in this MDA, the MSD shall provide municipal-type services to the Property consistent with the services provided by the MSD to the unincorporated areas of the County generally. The MSD shall continue to provide such municipal-type services to the Property if the Property is either incorporated as a municipality or annexed into an adjoining municipality unless and until the Property is withdrawn from the MSD pursuant to the requirements of existing law. Zions Bank Public Finance ("Zions Bank") has estimated that, during the first two years of development of the Planned Community, the MSD's expenses to provide municipal services will exceed by \$85,075.00 the revenue to the MSD created by the Planned Community. To account for this shortfall, Master Developer will pay to the MSD \$85,075.00 prior to the issuance of the first building permit for any part or portion of the Planned Community. The County will issue no building permits for the Planned Community until this amount has been paid to the MSD. Additionally, if the MSD's expenses to provide municipal-type services exceed \$85,075.00 during the first two years, and/or the expenses to provide municipal-type services exceed revenue to the MSD from the Planned Community beyond two years (the "**Shortfall Period**"), Master Developer agrees to pay to the MSD the actual shortfall amount until such time as the shortfall first ceases to exist (calculated on an annual basis). The MSD will calculate the shortfall amount using the same methodology that Zions Bank used in its estimates. During the Shortfall Period, the MSD will bill the Master Developer for such shortfall(s) on an annual basis, and if the shortfall amount is not paid within 30 days of the date of the invoice, the County will cease issuing building permits for the Planned Community and may pursue any other lawful remedy.



The conditions on issuance of building permits outlined in this Subsection are conditions/limitations on vesting as allowed by Salt Lake County Ordinance Section 19.69.070. Accordingly, an applicant is not entitled to any approvals under Utah Code Section 17-27a-508 until such conditions have been satisfied.

4.3 Order of Development. To effect 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 Planned Community. Notwithstanding the foregoing, Master Developer or an applicable Subdeveloper may, pursuant to an approved Project Plan, develop two or more Projects concurrently that are located in different areas of the Planned Community, so long as the residential phases within the said Projects are reasonably proximate to one another. To limit the duration of the Shortfall Period and so that the MSD can provide an adequate level of municipal-type services to the Planned Community, each of the Parties further desire to promote development of the Planned Community in a way that allows the MSD's revenues generated from within the Planned Community to exceed the MSD's actual expenditures within the Planned Community. Accordingly, Master Developer shall, consistent with market demand, exercise commercially reasonable efforts to develop a balance of land uses generally consistent with the absorption schedule outlined in Appendix A of the Fiscal Impact Report attached hereto as **Exhibit D**, subject to the residential building permit limitations outlined in Subsection 2.6.

## **SECTION 5**

### **Successors and Assigns**

5.1 Assignability. The rights and responsibilities of Master Developer under this MDA may not be assigned in whole or in part by Master Developer without the prior written consent of the Planning Director and the MSD General Manager, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignee, including all Subdevelopers, 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.

5.2 Other Transactions. Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of all or any part of the Property, or Master Developer'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 County and the MSD unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the County and the MSD Notice of any event specified in this Subsection within ten (10) days after the event has occurred. Such Notice shall include providing the County and the MSD with all necessary contact information for the newly responsible party. Master Developer shall remain responsible for all obligations of this Agreement in such a transfer to a related entity, joint venture, or security for financing.

5.3 Municipal Successor to the County. The Parties acknowledge and agree that a municipality shall assume the rights and obligations of the County under this MDA upon the Property becoming included in the municipality through municipal incorporation or annexation. Upon the Property becoming part of a municipality, with the municipality assuming the position of the County hereunder, all references to "unincorporated" portions of Salt Lake County, or similar references, shall be construed to refer to areas within the municipality, and other provisions shall be construed and deemed modified as necessary to implement the intent of the Parties to this MDA. Similarly, effective upon the withdrawal of the Property from the MSD, with a municipality assuming the rights, duties and obligations of the MSD hereunder, the MSD shall be released from any and all further obligations and duties under this MDA, all of which shall then become the rights and responsibilities of the applicable municipality.

## SECTION 6 General Terms and Conditions

6.1 No Addition to Planned Community. No land may be removed from the Planned Community or added to the Planned Community for purposes of this MDA, except by written amendment to the MDA. Adjacent properties added to the Planned Community by reason of any such amendment shall not be required to meet the minimum acreage requirements for the P-C Zone. Except as provided immediately above, this MDA shall not affect any land other than the Property.

6.2 Recordation and Running with the Land. This MDA shall be recorded in the chain of title for the Property. This MDA and the benefits, burdens, rights and obligations herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Property, or portion thereof, as applicable, with respect to that portion of the Property owned by such successors in ownership, except as expressly set forth in this MDA. Accordingly, each and every purchaser, assignee, or transferee of an interest in the Property or any portion thereof shall be obligated and bound by the terms and conditions of this MDA, but only with respect to the Property or such portion thereof sold, assigned or transferred to it.

6.3 Construction of MDA. This MDA was jointly drafted and shall be construed so as to effectuate the public purposes of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling, countervailing public interest, while providing reasonable assurances of continued vested private development rights under this MDA.

6.4 Laws of General Applicability. Where this MDA refers to laws of general applicability to the Planned Community and other properties, that language shall be deemed to refer to laws which apply to all other developed and subdivided properties within unincorporated Salt Lake County.

6.5 Term/Renewal/Expiration. The term of this Development Agreement shall commence upon the Effective Date and continue until December 31, 2043; provided, this Development Agreement shall automatically terminate if the Master Developer has not submitted its completed application for Community Structure Plan within twelve (12) months following the Effective Date and the County has not approved the Community Structure Plan within thirty-six (36) months following the Effective Date. Prior to the end of the term, but no later than six (6) months before the end of the term, Master Developer may request to extend this MDA for an extension term sufficient to complete the development contemplated by this MDA in a diligent and reasonable manner. The County and the MSD shall consider the request in their respective reasonable discretion and, if the Parties agree on an extension term, this MDA shall be amended to set forth the agreed upon extension term. At the expiration of this MDA, the undeveloped property shall become subject to the then existing County Future Laws, and all development rights vested under this MDA with respect to portions of the Property that are not subject to an approved Project Plan and corresponding development agreement shall expire. Undeveloped property (i.e. property with respect to which there is no separate subdivision, site plan, or building permit approval and corresponding development rights) that is subject to an approved Project Plan at the expiration of this MDA shall have all development thereon completed within five years after the expiration of this MDA, and vested rights for such property shall expire at the conclusion of that five-year period. Furthermore, notwithstanding anything to the contrary in this MDA or otherwise, should the option agreement between Master Developer and Owner be terminated with respect to all or part of the Property, this MDA shall cease to be operative or effective respecting such portion of the Property unless the Owner expressly assumes all of the obligations of the Master Developer arising under this MDA in a writing approved by both the County and MSD. Should Owner expressly assume all of the obligations of the Master Developer for all or part of the Property, as described above, Owner may designate a Replacement Master Developer reasonably acceptable to the County and the MSD. If the Replacement Master Developer is approved by the County and the MSD, said Replacement Master

Developer shall expressly assume the role and obligations of Master Developer arising under this MDA in a writing approved by both the County and the MSD.

6.6 State and Federal Law. The Parties agree, intend and understand that the obligations imposed by this MDA are only such as are consistent with applicable state and federal law. The Parties further agree that if any provision of this MDA becomes, in its performance, inconsistent with applicable state or federal law or is declared invalid, this MDA shall be deemed amended to the extent necessary to make it consistent with the state or federal law, as the case may be, and the balance of this MDA shall remain in full force and effect.

6.7 Enforcement. The Parties to this MDA recognize that the County and the MSD have the right to enforce their respective rules, policies, regulations, and ordinances, subject to the terms of this MDA, and may, at their respective option, seek an injunction to compel such compliance. In the event that Master Developer or any user of the Property violates the rules, policies, regulations or ordinances of the County or the MSD or violates the terms of this MDA, the County or the MSD, as applicable, may, without electing to seek an injunction and after thirty (30) days written notice to correct the violation, take such actions as allowed under law until such conditions have been honored by the Master Developer. The Parties further recognize that Master Developer has the right to enforce the provisions of this MDA by seeking an injunction to compel compliance with law and this MDA to the extent not inconsistent with the County's reserved legislative and police powers, as well as the County's discretionary administrative decision-making functions provided for herein. Any Party shall be free from any liability arising out of the exercise of its rights under this Section; provided, however, that any Party may be liable to another Party for the exercise of any rights in violation of Rule 11 of the Utah Rules of Civil Procedure, Rule 11 of the Federal Rules of Civil Procedure and/or Utah Code Ann. §78B-5-825, as each may be amended.

6.8 No Waiver. Failure of a Party 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 time said right or any other right it may have hereunder. Unless this MDA is amended or revised in writing as allowed by this MDA and County ordinance, no officer, official or agent of the County has the power to amend, modify or alter this MDA or waive any of its conditions as to bind the County by making any promise or representation not contained herein.

6.9 Entire Agreement. This MDA constitutes the entire agreement between the Parties with respect to the issues addressed herein and supersedes all prior agreements, whether oral or written, covering the same subject matter. This MDA may not be modified or amended except in writing mutually agreed to and accepted by all Parties to this MDA consistent with the provisions hereof and County Ordinance.

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

**To the Master Developer:**  
Olympia Land, LLC  
Attn: Doug Young  
6150 S. Redwood Road, Suite 150  
Taylorsville, Utah 84123

**With a copy to:**  
Parr Brown Gee & Loveless  
Attn: Robert A. McConnell  
101 South 200 East, Suite 700  
Salt Lake City, Utah 84111

**To Owner:**

The Last Holdout, L.L.C.  
Attn: Emily Markham  
7677 Lincoln Street  
Midvale, Utah 84047

**With a copy to:**

Jacob Anderson  
Anderson Law, PLLC  
233 N. 1250 W., Suite 202  
Centerville, Utah 84014

**To the County:**

Salt Lake County  
Attn: Mayor  
2001 S. State St., N2-100  
Salt Lake City, UT 84114

**With a copy to:**

Salt Lake County District Attorney  
35 E. 500 S.  
Salt Lake City, UT 84111

**To the MSD:**

Greater Salt Lake Municipal Services District  
Attn: General Manager  
2001 S. State St., N3-600  
Salt Lake City, UT 84114

**With a copy to:**

Mark Anderson  
Fabian VanCott  
215 State St., Ste. 1200  
Salt Lake City, UT 84111

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

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

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



6.12 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. Legal actions shall be instituted in the Third Judicial District Court of the County of Salt Lake, State of Utah.

6.13 Execution of Agreement. This MDA may be executed in multiple parts or originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other Parties within seven (7) days of receipt of said facsimile copy.

6.14 Indemnification. Master Developer and Owner agree to, and do hereby, agree to defend, hold harmless and indemnify the County, MSD, and all County and MSD elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys from any and all claims that may be asserted at any time against any of them arising out of the negligence or willful misconduct of the Master Developer or Owner (each as applicable with respect to its own negligence or willful misconduct) in connection with the development, construction, maintenance, or use of any portion of the Planned Community, Project Infrastructure, or other improvements that Master Developer constructs. Master Developer and Owner (each as applicable with respect to its own negligence or willful misconduct) do hereby agree to pay all expenses, including without limitation legal fees and administrative expenses, incurred by County and/or MSD in defending itself with regard to any and all such claims. With respect to any other third-party claims challenging this Agreement or any provision herein ("other claims"), the Parties agree to cooperate with each other in good faith to defend said lawsuit, each Party to bear its own legal expenses and costs.

6.15 Nature, Survival, and Transfer of Obligations. All obligations assumed by the Owner and/or Master Developer under this MDA shall be binding on the Owner and Master Developer personally, on any and all of the Owner and Master Developer's heirs, successors, and assigns, and on any and all of the respective successor legal or beneficial owners of all or any portion of the Property.

6.16 5-year Reviews. Every five years after the execution of this MDA, the Parties shall meet and confer to consider any issues that may have arisen regarding the MDA, the development of the Property, the general economy, and other issues. The first meeting shall take place at a time and place mutually agreeable to the Parties between January 15 and February 15 of 2023 and then every five years thereafter. The Parties shall not be required to make any modifications of this MDA as a result of these reviews but may propose amendments for the consideration of the Parties.

6.17 Appointment of Representatives. To further the commitment of the Parties to cooperate in the implementation of this MDA, the County, MSD, Owner and Master Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments, the MSD, and the Master Developer. The initial representative for the County shall be the Mayor of the County. The initial representative for the MSD shall be its General Manager. The initial representative for Master Developer shall be Doug Young. The initial representative for Owner shall be Jacob Anderson. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Property.

6.18 Default.

6.18.1 Notice. If any of the Parties fails to perform its respective obligations hereunder or to comply with the terms hereof, a Party believing that a Default has occurred shall provide Notice to the other Parties. If the County or MSD believes that the Default has been committed by a Subdeveloper, then the

County or MSD shall also provide a courtesy copy of the Notice to Master Developer and Owner.

6.18.2 Contents of the Notice of Default. The Notice of Default shall: Specify the claimed event of Default; identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default; and identify why the Default is claimed to be material. If the County or MSD chooses, in its discretion, the Notice of Default may also propose a method and time for curing the Default, which shall be of no less than sixty (60) days duration. If any of the Parties gives notice of intent to terminate the Agreement, the defaulting Party shall have no less than sixty (60) days to cure the default or demonstrate that the said Party is not in Default.

6.18.3 Remedies. The Parties shall have all rights and remedies available at law and in equity, including, but not limited to, injunctive relief and specific performance, provided, however, the Owner and Master Developer (and any Subdeveloper to the extent it assumes the rights or obligations of this MDA) agree that it will not seek monetary damages against the County, MSD, or any of their elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this MDA. In the event of such legal or equitable action, subject to Subsection 16.28, each party to that action will bear its own costs and fees, including attorney fees. The rights and remedies set forth herein shall be cumulative.

6.18.4 Public Meeting. Before any remedy in Subsection 6.18.3 may be imposed by the County, the Party allegedly in Default shall be afforded the right to address the County Mayor regarding the claimed Default.

6.18.5 Extended Cure Period. If a Default cannot be reasonably cured within sixty (60) days, then such cure period may be extended at the reasonable discretion of the non-defaulting Party so long as the defaulting Party is pursuing a cure with reasonable diligence.

## 6.19 Termination

6.19.1 Termination Upon Completion of Development. This MDA shall terminate on the earlier of (a) that certain date that the Planned Community has been fully developed and the obligations of the Master Developer and the County in connection therewith are satisfied, or (b) the expiration of the term as set forth in Subsection 6.5. Upon such occurrence, Master Developer may request that the County and MSD record a notice that this MDA has been fully performed and therefore terminated as to the Planned Community.

6.19.2 Termination upon Default. This MDA shall be subject to termination by the County or MSD prior to the completion of the Planned Community following a judicial determination that a Default by Master Developer remains unresolved after notice and the opportunity to cure as provided herein.

6.19.3. Effect of Termination on Master Developer Obligations. Judicial termination of this MDA with respect to the Planned Community pursuant to Subsection 6.19.2 shall not affect Master Developer's obligation to comply with the terms and conditions of any applicable zoning, subdivision plat, site plan, building permit, or other land use entitlement approved pursuant to this MDA with respect to any approved Project. Termination of this MDA with respect to the Planned Community shall not affect or invalidate Master Developer's obligations under Subsection 6.14.

6.19.4 Effect of Termination on the County Obligations. Upon any termination of this MDA with respect to the Planned Community, the entitlements, conditions of development, limitations on fees, and all other terms and conditions of this MDA and any amendments hereto shall no longer be vested by reason of

this MDA with respect to any portion of the Planned Community then not subject to an approved Project Plan and corresponding development agreement. Undeveloped property (i.e. property with respect to which there is no separate subdivision, site plan, or building permit approval and corresponding development rights) that is subject to an approved Project Plan at the expiration of this MDA shall have all development thereon completed within five years after the expiration of this MDA, and vested rights for such property shall expire at the conclusion of that five-year period. Those portions of the Planned Community not subject to an approved Project Plan or subject to a Project Plan with expired vested rights shall be subject to then existing planning and zoning law. Upon such a termination or expiration, the County shall no longer be prohibited by this MDA from making any changes or modifications to such entitlements, conditions, or fees applicable to such portions of the Planned Community that are not subject to an approved Project Plan and corresponding development agreement, or that are subject to a Project Plan with expired vested rights.

6.20 Titles and Captions. All Section titles or captions contained in this MDA are for convenience only and shall not be deemed part of the context nor affect the interpretation hereof.

6.21 Savings Clause. If any provision of this MDA, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this MDA, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

6.22 Amendments to the MDA. Any material amendment to this MDA shall require a noticed public hearing and decision by the Council pursuant to the Equal Dignities Rule prior to the execution of such an amendment. Any amendment to this MDA must be in a writing approved and signed by the Parties and shall be operative only as to those specific portions of this MDA which are expressly subject to the amendment, with all other terms and conditions remaining in full force and effect without interruption.

6.23 Conflicting Provisions. Where there is a direct conflict between an express provision of this MDA and the County's Vested Laws, this MDA shall take precedence; otherwise, the County's Vested Laws shall control.

6.24 Incorporation of Recitals and Exhibits. All recitals stated above and all attached **Exhibits A thru D** shall be incorporated into and deemed a part of this MDA as though fully set forth herein, and the same shall be binding upon the Parties hereto.

6.25 Force Majeure. Any default or inability to cure a default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, enemy or hostile governmental action, civil commotion, fire or other casualty, or any other similar causes beyond the reasonable control of the Party obligated to perform, shall excuse the performance by such Party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a default in spite of the said Party's reasonable best efforts.

6.26 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. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, any Party in good faith determines that such provision or provisions are material to its entering into this Agreement, that Party may elect to terminate this Agreement as to all of its obligations remaining unperformed and if any such termination causes any other Party to in good faith determine that the said termination adversely impacts

the interests of said other Party, the other Party may also elect to terminate this MDA as to all of its obligations remaining unperformed.

6.27 Planned Community is a Private Undertaking. It is agreed among the Parties that the Planned Community is a private development and that neither the County nor the MSD has any interest therein except as authorized in the exercise of its governmental functions. The Planned Community is not a joint venture, and there is no such relationship involving the County or the MSD. Nothing in this Agreement shall preclude the Master Developer from forming any lawful form of investment entity for the purpose of completing any portion of the Planned Community.

6.28 Attorney's Fees. In the event litigation is filed to enforce the terms of this MDA, the prevailing party in such litigation shall be entitled to receive its reasonable attorneys' fees and expenses from the non-prevailing party, subject to the limitations set forth in the Utah Governmental Immunity Act for property damages.

6.29 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 County, the signature of the Mayor of the County is affixed to this MDA to lawfully bind the County pursuant to Resolution No. [INSERT] adopted by the County Council on [INSERT]. This MDA is approved as to form by the Salt Lake County District Attorney.

*[Remainder of page left blank.]*



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

MASTER DEVELOPER:

COUNTY:

OLYMPIA LAND, LLC

SALT LAKE COUNTY

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

By: \_\_\_\_\_  
Its: Mayor

Approved as to form and legality:

Attest:

Zach  
Shaw

Zach Shaw 5-31-18  
Salt Lake County District Attorney

\_\_\_\_\_  
County Clerk

MSD:

OWNER:

GREATER SALT LAKE MUNICIPAL SERVICES  
DISTRICT:

THE LAST HOULDOUT, L.L.C.

By: \_\_\_\_\_  
Its: Manager

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

COUNTY ACKNOWLEDGMENT

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2018, \_\_\_\_\_ personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the Mayor of Salt Lake County, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the County by authority of its governing body and said Mayor acknowledged to me that the County executed the same.

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

MSD ACKNOWLEDGEMENT

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2018, \_\_\_\_\_ personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the \_\_\_\_\_ of Greater Salt Lake Municipal Services District ("MSD"), a political subdivision of the State of Utah, and that said instrument was signed in behalf of the MSD by authority of its governing body and said \_\_\_\_\_ acknowledged to me that the MSD executed the same.

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

MASTER DEVELOPER ACKNOWLEDGMENT

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2018 personally appeared before me \_\_\_\_\_, the \_\_\_\_\_ of Olympia Land, LLC, a Utah limited liability company, who acknowledged that he/she, being duly authorized, did execute the foregoing instrument on behalf of Olympia Land, LLC

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



## EXHIBIT A

### Legal Description of Property

### Legal Description of Property

#### **Tax Id No. 26-27-300-001**

The South Half of the Southwest Quarter of Section 27, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

#### **Tax Id No. 26-32-200-004**

Beginning at the Northeast Corner of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence South  $00^{\circ}04'33.2''$  West 2659.434 feet; thence North  $89^{\circ}50'13.3''$  West 2627.899 feet; thence South  $00^{\circ}10'19.3''$  East 601.052 feet; thence Northwesterly along a 268.31 foot radius curve to the right 245.482 feet (chord bears North  $58^{\circ}04'51''$  West 237.01 feet); thence North  $31^{\circ}52'13''$  West 437.227 feet; thence Northerly along the arc of a 331.972 foot radius curve to the right 288.948 feet (chord bears North  $06^{\circ}56'06''$  West 279.91 feet); thence North  $18^{\circ}$  East 201.899 feet; thence Northerly along the arc of a 1482.394 foot radius curve to the left 470.159 feet chord bears North  $08^{\circ}54'50''$  East 468.19 feet); thence South  $89^{\circ}49'40.7''$  West 17 feet; thence North  $00^{\circ}10'19.3''$  West 792.3 feet; thence North  $70^{\circ}54'09.7''$  East 3153.425 feet to the point of beginning.

#### **Tax Id No. 26-32-400-001**

The Northwest Quarter of the Southeast Quarter of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Less and Excepting: Beginning at a point along the center section line North  $00^{\circ}22'52''$  West 1471.57 feet from the South Quarter Corner of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence North  $00^{\circ}22'52''$  West along said center section line 165.00 feet; thence North  $85^{\circ}44'$  East 500.00 feet; thence South  $00^{\circ}22'52''$  East 185.12 feet; thence North  $88^{\circ}43'$  West 207.61 feet; thence South  $85^{\circ}44'$  West 292.00 feet to the point of beginning.

Also Less and Excepting Utah Highway 111.

#### **Tax Id No. 26-32-400-002**

The Northeast Quarter of the Southeast Quarter of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Less and Excepting Utah Highway 111.

#### **Tax Id No. 26-33-100-001**



The North Half of Section 33, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

**Tax Id No. 26-33-301-001**

The Northwest Quarter of the Southwest Quarter of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Less and Excepting Utah Highway 111.

**Tax Id No. 26-34-100-001**

The North Half of the Northwest Quarter of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

**Tax Id No. 26-34-100-002**

The Southwest Quarter of the Northwest Quarter of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

**Tax Id No. 26-34-200-003**

Beginning at the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence West 160 rods; thence South 80 rods; thence East 80 rods; thence South 80 rods to the center of the creek; thence Northeasterly along said creek to a point 40 rods East and 101 rods South from the point of beginning; thence North 101 rods; thence West 40 rods to the point of beginning.

Less and Excepting and Together with: All portions conveyed in Boundary Agreement recorded September 26, 2006 as Entry No. 9856999 in Book 9356 at Page 5372, Official Records.

**EXHIBIT B**

**Land Use Plan**



**EXHIBIT C**

**Identified Intersections and Remedial Action**



### Salt Lake County - Olympia Development TIS Recommendations Summary

| Location   | Recommended Improvement  | Year  |
|--|--|-------|
| 7300 West (New Bacchus Highway) / Herriman Parkway | Signalized Intersection <sup>1</sup>                                     | Build |
|  | Dual left-turn lanes on south-, east-, and westbound approaches          | 2050  |
| 7300 West (New Bacchus Highway) / Spine Road       | Signalized Intersection <sup>1</sup>                                     | Build |
| 11800 South / 7300 West (New Bacchus Highway)      | Dual left-turn lanes on south- and westbound approaches                  | 2050  |
| 7300 West (New Bacchus Highway)                    | Five-lane Cross Section, from Bacchus Highway to south property boundary | 2024  |

<sup>1</sup> Signalized Intersections to be installed when traffic signal warrants are met, per Manual on Uniform Traffic Control Devices (MUTCD).

Source: Hales Engineering, May 2018

**EXHIBIT D**

**Fiscal Impact Report--Appendix**

4820-6293-4371 v.7



**SALT LAKE COUNTY  
ORDINANCE**

ORDINANCE NO. \_\_\_\_\_, 2018

AN ORDINANCE APPROVING A PLANNED COMMUNITY ZONE PLAN, TOGETHER WITH AN ASSOCIATED MASTER DEVELOPMENT AGREEMENT BETWEEN SALT LAKE COUNTY, THE GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, THE LAST HOLDOUT, L.L.C., AND OLYMPIA LAND, L.L.C., IMPLEMENTING A PLANNED COMMUNITY ZONE FOR CERTAIN PROPERTY LOCATED IN SALT LAKE COUNTY.

The County Council of Salt Lake County, State of Utah (“County Council”), ordains as follows:

Section 1: Findings. The County Council, acting in its legislative capacity, makes the following determinations, including all findings of fact and conclusions of law as are necessary to make each of the following determinations:

- A. The County Council has rezoned from A-2 to P-C approximately nine hundred and thirty-two (932) acres of real property located in the south-west portion of unincorporated Salt Lake County, which is more particularly described in Exhibit 1 attached hereto (the “Property”).
- B. As part of its rezone application, Last Holdout, L.L.C. (“Owner”) submitted a Planned Community Zone Plan (“PC Zone Plan”), which is on file with the Salt Lake County Planning and Development Services Division.
- C. Salt Lake County (“County”), the Greater Salt Lake Municipal Services District (“MSD”), Olympia Land, L.L.C. (“Master Developer”), and Owner (together “the Parties”) have negotiated a Master Development Agreement (“MDA”), which is attached hereto as Exhibit 2 and incorporated herein as if fully set forth.
- D. County has provided proper notice for and conducted the following in conjunction with the PC Zone Plan and MDA: County Planning Commission and County Council public hearings on the Owner’s Application to Amend the General Plan, and to rezone the Property to the Planned Community Zone, which public hearings took place on May 16, 2018 and May 22, 2018, respectively; and the statutorily required notice of the proposed MDA (including the PC Zone Plan incorporated therein) for review by the Council on May 22, 2018.



- E. The MDA and PC Zone Plan are consistent with the County Land Use Development and Management Act, the Southwest Community General Plan, the County Zoning Ordinance, and the Zoning of the Property. The MDA and PC Zone Plan will enable the County or its successor to control the development of the area and will serve the best interests of the County or its successor.
- F. Development of the Property pursuant to the MDA and PC Zone Plan will result in significant planning and economic benefits to the MSD, the County and its residents by, among other things, requiring orderly development of the Property as a master planned community and increasing sales tax and other revenues to the County and the MSD based on improvements to be constructed on the Property by the Master Developer.
- G. Development of the Property pursuant to the MDA and PC Zone Plan will also result in significant benefits to Owner and Master Developer by providing assurances to Owner and Master Developer that Master Developer will have the ability to develop the Property in accordance with the MDA and PC Zone Plan.
- H. The MDA is a “development agreement” within the meaning of, and is entered into pursuant to, the terms of Utah Code Ann., §17-27a-102 (2017).
- I. The MDA and PC Zone Plan implement the Planned Community zoning for the Property.
- J. The MDA and PC Zone Plan shall govern the development and improvement of the Planned Community from and after the MDA’s Effective Date.

Section 2: Ordinance Approving MDA and PC Zone Plan. Based on its above findings, the County Council of Salt Lake County, Utah, acting in its legislative capacity, hereby enacts this ordinance, approving the Master Development Agreement and PC Zone Plan referenced herein.

Section 3: Effective Date of Ordinance. This ordinance shall take effect fifteen (15) days after its passage

and upon at least one publication in a newspaper published in and having general circulation in Salt Lake County, and if not so published within fifteen (15) days then it shall take effect immediately upon its first publication.

IN WITNESS WHEREOF, the Salt Lake County Council has approved, passed and adopted this ordinance this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

SALT LAKE COUNTY COUNCIL

\_\_\_\_\_  
AIMEE WINDER-NEWTON, Chair

ATTESTED:

\_\_\_\_\_  
Sherrie Swensen, County Clerk

APPROVED AS TO FORM

By Zach D. Shaw  
Zachary D. Shaw  
Deputy District Attorney

Date : 6-1-18

- Council Member Bradley voting \_\_\_\_\_
- Council Member Bradshaw voting \_\_\_\_\_
- Council Member Burdick voting \_\_\_\_\_
- Council Member DeBry voting \_\_\_\_\_
- Council Member Wilson voting \_\_\_\_\_
- Council Member Jensen voting \_\_\_\_\_
- Council Member Snelgrove voting \_\_\_\_\_
- Council Member Newton voting \_\_\_\_\_

SUMMARY OF  
SALT LAKE COUNTY ORDINANCE NO. \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 2018, the County Council of Salt Lake County adopted Ordinance No. \_\_\_\_\_, which approves a Planned Community Zone Plan, together with an Associated Master Development Agreement between Salt Lake County, the Greater Salt Lake Municipal Services District, The Last Holdout, LLC., and Olympia Land, LLC, implementing a Planned Community Zone for certain property located in Salt Lake County.

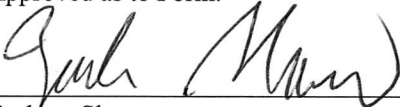
**SALT LAKE COUNTY COUNCIL**

By: \_\_\_\_\_  
Amy Winder-Newton, Chair  
Salt Lake County Council

ATTESTED:

\_\_\_\_\_  
Sherrie Swensen, County Clerk

Approved as to Form:

  
\_\_\_\_\_  
Zachary Shaw  
Deputy District Attorney  
Date: 6-1-18

ORDINANCE HISTORY

Council Member Bradley \_\_\_\_\_  
Council Member Bradshaw \_\_\_\_\_  
Council Member Burdick \_\_\_\_\_  
Council Member DeBry \_\_\_\_\_  
Council Member Jensen \_\_\_\_\_  
Council Member Newton \_\_\_\_\_  
Council Member Snelgrove \_\_\_\_\_  
Council Member Wilson \_\_\_\_\_

A complete copy of Ordinance No. \_\_\_\_\_ is available in the office of the Salt Lake County Clerk, 2001 South State Street, N2100A, Salt Lake City, Utah.

**EXHIBIT "1"**  
**Legal Description of Property**

**Tax Id No. 26-27-300-001**

The South Half of the Southwest Quarter of Section 27, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

**Tax Id No. 26-32-200-004**

Beginning at the Northeast Corner of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 00°04'33.2" West 2659.434 feet; thence North 89°50'13.3" West 2627.899 feet; thence South 00°10'19.3" East 601.052 feet; thence Northwesterly along a 268.31 foot radius curve to the right 245.482 feet (chord bears North 58°04'51" West 237.01 feet); thence North 31°52'13" West 437.227 feet; thence Northerly along the arc of a 331.972 foot radius curve to the right 288.948 feet (chord bears North 06°56'06" West 279.91 feet); thence North 18° East 201.899 feet; thence Northerly along the arc of a 1482.394 foot radius curve to the left 470.159 feet chord bears North 08°54'50" East 468.19 feet);thence South 89L49'40.7" West 17 feet; thence North 00°10'19.3" West 792.3 feet; thence North 70°54'09.7" East 3153.425 feet to the point of beginning.

**Tax Id No. 26-32-400-001**

The Northwest Quarter of the Southeast Quarter of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Less and Excepting: Beginning at a point along the center section line North 00°22'52" West 1471.57 feet from the South Quarter Corner of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 00°22'52" West along said center section line 165.00 feet; thence North 85°44' East 500.00 feet; thence South 00°22'52" East 185.12 feet; thence North 88°43' West 207.61 feet; thence South 85°44' West 292.00 feet to the point of beginning.

Also Less and Excepting Utah Highway 111.

**Tax Id No. 26-32-400-002**

The Northeast Quarter of the Southeast Quarter of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Less and Excepting Utah Highway 111.

**Tax Id No. 26-33-100-001**

The North Half of Section 33, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

**Tax Id No. 26-33-301-001**

The Northwest Quarter of the Southwest Quarter of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Less and Excepting Utah Highway 111.



App. 30650

**Tax Id No. 26-34-100-001**

The North Half of the Northwest Quarter of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

**Tax Id No. 26-34-100-002**

The Southwest Quarter of the Northwest Quarter of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

**Tax Id No. 26-34-200-003**

Beginning at the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence West 160 rods; thence South 80 rods; thence East 80 rods; thence South 80 rods to the center of the creek; thence Northeasterly along said creek to a point 40 rods East and 101 rods South from the point of beginning; thence North 101 rods; thence West 40 rods to the point of beginning.

Less and Excepting and Together with: All portions conveyed in Boundary Agreement recorded September 26, 2006 as Entry No. 9856999 in Book 9356 at Page 5372, Official Records.

**EXHIBIT "2"**  
**Master Development Agreement**

WHEN RECORDED, RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

(Space above for Recorder's use only.)

**MASTER DEVELOPMENT AGREEMENT**  
**FOR**  
**OLYMPIA**  
**A MASTER PLANNED COMMUNITY**

THIS MASTER DEVELOPMENT AGREEMENT ("MDA") is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date"), by and between SALT LAKE COUNTY, a political subdivision of the State of Utah, by and through its County Council ("the County"), GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, a political subdivision of the State of Utah (the "MSD"), THE LAST HOLDOUT, L.L.C., a Utah limited liability company ("Owner"), and OLYMPIA LAND, LLC ("Master Developer"), a Utah limited liability company, together hereafter known as "the Parties".

**RECITALS**

A. The County has zoned the Property as a Planned Community as more fully specified in the P-C Zone Plan approved by the County Council on \_\_\_\_\_. A copy of the P-C Zone Plan is available at the Planning and Development Services Division of Salt Lake County.

B. The P-C Zone Plan pertains to approximately nine hundred and thirty-two (932) acres of real property located in the south-west portion of unincorporated Salt Lake County (the "**Property**") and is more particularly described in **Exhibit A** attached hereto.

C. Owner is the current owner of the Property, and Master Developer has an option to acquire the Property over a period of years.

D. The Parties desire that the Property be developed as a master planned community in a unified and consistent fashion pursuant to the P-C Zone Plan (the "**Planned Community**").

E. The P-C Zone Plan sets forth those land use classifications, residential and commercial densities, and development locations as are permitted under this MDA for the Planned Community.

F. This MDA identifies the standards and procedures that will be applied to the required administrative approvals contemplated in connection with the future development of the Planned Community, as well as the construction of certain improvements of benefit to the Planned Community and to address requirements for certain community benefits.

G. The County has established the Planned Community under the provisions of the County's Vested Laws for the purpose of implementing development standards and processes that are consistent therewith. In doing so, the County found that the Planned Community is vested to proceed under the County's Vested Laws, subject to the limitations outlined in Sections 2 through 5.

H. The County and the Master Developer agree that each shall comply with the standards and procedures contemplated by the Planned Community as described in this Agreement and its accompanying Exhibits, and the County's Vested Laws with respect to all required development approvals.

I. In connection with entering into this MDA, the County desires to receive certain public and community benefits and amenities and the Master Developer is willing to provide these benefits and amenities in consideration of the agreement of the County for the densities and intensity of uses within the Planned Community pursuant to the terms of this MDA.

J. The County, acting pursuant to its authority under the Act and the County's Vested Laws, has made certain determinations with respect to the proposed Planned Community, as a master planned community, and in the exercise of its legislative discretion has elected to approve the use, density, and general configuration of the Planned Community set forth in the P-C Zone Plan through the negotiation, consideration and approval of this MDA after all necessary public hearings.

### FINDINGS

The County Council of Salt Lake County, Utah, acting in its legislative capacity, has made the following determinations with respect to the Planned Community, including all findings of fact and conclusions of law as are necessary to make each of the following determinations:

1. County has provided proper notice for and conducted the following public hearings in conjunction with this MDA: County Planning Commission and County Council public hearings on the Owner and Master Developer's Application to Amend the General Plan, to rezone the Property to the Planned Community Zone, and to approve the P-C Zone Plan, which public hearings took place on \_\_\_\_\_;
2. The County Council has reviewed this MDA and determined that it is consistent with the Act, the General Plan, the Zoning Ordinance and the Zoning of the Property, and that the MDA will enable the County or its successor to control the development of the area and will serve the best interests of the County or its successor.
3. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the MSD, the County and its residents by, among other things, requiring orderly development of the Property as a master planned community and increasing sales tax and other revenues to the County and the MSD based on improvements to be constructed on the Property by the Master Developer.
4. Development of the Property pursuant to this MDA will also result in significant benefits to Owner and Master Developer by providing assurances to Owner and Master Developer that Master Developer will have the ability to develop the Property in accordance with this MDA.
5. The Parties have cooperated in the preparation of this MDA.
6. The Parties understand and intend that this MDA is a "development agreement" within the meaning of, and is entered into pursuant to, the terms of Utah Code Ann., §17-27a-102 (2017).

7. The Parties understand and agree that the Property will ultimately either be annexed into or will incorporate as a municipality.
8. The County's rights and obligations under this MDA will thereafter become those of the annexing or incorporating municipality.
9. This MDA implements the Planned Community zoning for the Property.
10. This MDA shall govern the development and improvement of the Planned Community from and after its Effective Date.

## **AGREEMENT**

**NOW, THEREFORE** in consideration of agreements and obligations set forth below, and in reliance upon the findings and recitals set forth above, which are incorporated as part of this Agreement, the County, MSD, Owner and the Master Developer hereby agree as follows:

### **SECTION 1**

#### **Certain Definitions with respect to MDA**

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

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

1.2 **Building Permit** means a permit issued by the County or its municipal successor to allow construction, erection or structural alteration of any building, structure, or private, public, or Project Infrastructure on any portion of the Planned Community, or to construct any off-site infrastructure within County's jurisdiction consistent with the International Building Code, International Fire Code and/or the County's Vested Laws.

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

1.4 **Council** means the elected County Council of the County.

1.5 **County** means Salt Lake County, a political subdivision of the State of Utah.

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

1.7 **County's Vested Laws** means the following County ordinances that were in effect as of the Effective Date, subject to the exceptions outlined in Subsection 3.4: Title 14 entitled "Highways, Sidewalks and Public Places," Chapter 15.28 entitled "Highway Dedication," Title 17 entitled "Flood Control and Water Quality," Title 18 entitled "Subdivisions," and Title 19 entitled "Zoning." [CONFIRM]

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



1.9 **Development Application** means an application to the County for development of a portion of the Planned Community including a Project Plan, a Final Plat, a Commercial Site Plan, Building Permit, or any other permit, certificate or other authorization from the County or its municipal successor required for development of the Planned Community.

1.10 **Development Standards** means those standards set forth in Salt Lake County Ordinance 19.69.110 and approved P-C Zone Plan, Community Structure Plan, Project Plans, or any development agreements associated with these approved Plans.

1.11 **Director** means the Director of the Salt Lake County Planning and Development Services Division of the Department of Public Works.

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

1.13 **General Plan** means, in so far as it applies to the Property, the Southwest Community Plan, adopted April 3, 1996 and amended in 2008 and contemporaneously with the zoning of the Property as a Planned Community pursuant to the PC Zone Plan.

1.14 **Impact Fees** means those fees, assessments, or payments of money imposed by the County or the MSD (but not any other jurisdiction having authority which is not a Party to this MDA) as a condition on development activity as specified in the Utah Impact Fees Act, Utah Code Ann., §§ 11-36a-101, *et seq.*, (2017).

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

1.16 **Land Use Plan** means the layout and table set forth in **Exhibit B**, which provides for the use, density and general locations of development for the Planned Community.

1.17 **Master Developer** means Olympia Land, LLC, a Utah limited liability company and its related entities, assignees or transferees as permitted by this MDA.

1.18 **Maximum Residential Unit Cap** means the development on the Property of eight thousand seven hundred and sixty-five (8,765) Residential Dwelling Units.

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

1.20 **MSD** means the Greater Salt Lake Municipal Services District.

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

1.22 **Owner** means The Last Holdout, L.L.C., a Utah limited liability company.

1.23 **Parcel** means an area within the Property that has been conveyed by or is proposed to be conveyed by metes and bounds prior to recordation of a plat of subdivision, which conveyance has occurred or is proposed to occur with the approval of the County pursuant to the provisions of Utah Code Ann. §17-27a-103(62)(c)(vi)(2017).

1.24 **Parties** means, collectively, the County, MSD, Owner and Master Developer.

1.25 **Phase** means the development of a given Project pursuant to a Project Plan within the Planned Community at a point in a logical sequence as determined by Master Developer and agreed to by the County via the Project Plan process.

1.26 **Planned Community** means the development to be constructed on the Property pursuant to this MDA.

1.27 **Planning Commission** means the County's Planning Commission established by the Zoning Ordinance.

1.28 **Project Infrastructure** means those items of public or private infrastructure within the Property which are necessary for development of the Planned Community including all roads, utilities, lighting, curbs/gutters/sidewalks, parks, trails, rough and final grading, trees, sod, seeding, and other landscaping, storm water detention and retention facilities, water mains, storm sewers, sanitary sewers, and all other improvements required pursuant to this MDA, the Community Structure Plan, applicable Project Plans and Final Plats, County's Vested Laws, and/or County's Future Laws, as applicable.

1.29 **Project** means a discrete portion of the Planned Community approved pursuant to a Project Plan, within which there may be multiple Phases.

1.30 **Project Plan** means the plan that is outlined in Salt Lake County Ordinance Section 19.69.090.

1.31 **Property** means that approximately nine hundred and thirty-two (932) acres described in **Exhibit A**.

1.32 **Residential Dwelling Unit** means a unit intended to be occupied for residential living purposes; one Residential Dwelling Unit equals each unit within a multi-family dwelling, apartment building, time share, etc., and each condominium unit and single-family residential dwelling. 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 approved density of the Planned Community.

1.33 **Site Plan** means the plan submitted to the County in accordance with Salt Lake County Ordinance Section 19.69.100.

1.34 **Subdeveloper** means an entity or person not "related" (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development and pursuant to an assignment approved by the County and the MSD pursuant to Subsection 5.1 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.

1.35 **Subdivision** means the division of any portion of the Property into a subdivision pursuant to state law and/or the Zoning Ordinance.

1.36 **Zoning Ordinance** means the County's "land use ordinances" adopted pursuant to the Act that were in effect as of the effective date of this MDA as a part of the County's Vested Laws.

**SECTION 2**  
**The Planned Community**

2.1 Compliance with Local Laws and Standards. The County has reviewed the County’s Vested Laws and the General Plan and has determined that the Planned Community substantially complies with the provisions thereof and hereby finds that the Planned Community is consistent with the purpose and intent of the relevant provisions of the General Plan and the County’s Vested Laws.

2.2 Approved Density. The maximum number of Residential Dwelling Units in the Planned Community shall be 8,765 (i.e. the Maximum Residential Unit Cap). The Planned Community shall be comprised of the following residential unit types (as described in the Land Use Plan):

| Residential Unit Type | Minimum RDU | Maximum RDU |
|-----------------------|-------------|-------------|
| Neighborhood Units    | 375         | 2,995       |
| Village Units         | 2,236       | 4,969       |
| Town Center Units     | 5,302       | 8,765       |

The minimum and maximum number of Residential Dwelling Units set forth above are for information purposes only and are based upon the amount of acreage identified for various uses in the Land Use Plan. Adjustments to the total number of Residential Dwelling Units of each type shall be allowed so long as the total number of Residential Dwelling Units in the Planned Community does not exceed the Maximum Residential Unit Cap.

2.3 Land Uses within Planned Community; Configuration. The approved general configuration of and Intended Uses within the Planned Community are those identified in the Land Use Plan. Except as modified by an approved Project Plan, the Land Use Plan reflects the general location and configuration of residential and commercial development and open space within the Planned Community.

2.4 Master Developers’ Discretion. Subject to Subsection 4.3, nothing in this MDA shall obligate the Master Developer to construct the Planned Community or any particular Project or Phase therein, and the Master Developer shall have the discretion to determine whether to construct a particular Project or Phase based on such Master Developer’s business judgment; *provided, however*, that once construction has begun on a specific Final Plat or Final Site Plan, the relevant Master Developer or Subdeveloper(s) shall have the obligation to complete, within the time specified by the County or, if the County doesn’t specify a completion deadline, within a reasonable period of time, the improvements associated with such plat or plan, including all associated community benefits as described and scheduled within the applicable Project Plan.

2.5 Community Structure Plan Required. Master Developer shall make application to the County for approval of a Community Structure Plan consistent with the requirements of Salt Lake County Ordinance 19.69.080 (the “**CSP Application**”). In addition to the requirements of County Ordinance Section 19.69.080, the Community Structure Plan shall also address, to the County’s reasonable satisfaction in accordance with State law and existing applicable County ordinances and regulations, the following subjects: roads, stormwater, development and maintenance of parks and trails, water, sewer, environmental cleanup (if any), and public utilities. Master Developer shall also submit proposed Community Structure Design Standards as part of the CSP Application. County staff shall review the CSP Application for conformance with this MDA, the Development Standards, and the provisions of the County’s Vested Laws,

including the Community Structure Plan requirements set forth in Salt Lake County Ordinance 19.69.080. Following their review, the County staff shall provide a recommendation to the Planning Commission with respect to the CSP Application. The MSD shall also review the CSP Application in accordance with its rules and regulations, as applicable, and provide written confirmation to the Planning Commission of the MSD's approval of the CSP Application and the MSD's willingness to provide municipal services to the Planned Community pursuant to the terms of this MDA. The Planning Commission shall take final action approving the Community Structure Plan upon a finding of compliance with this MDA, the Development Standards and the provisions of the County's Vested Laws, including the Community Structure Plan requirements in Salt Lake County Ordinance 19.69.080. The requirements of this Subsection 2.5 are conditions/limitations on vesting as allowed by Salt Lake County Ordinance Section 19.69.070. Until the Community Structure Plan is approved by the County, neither the Master Developer nor any other applicant will be entitled to any approvals under Utah Code Section 17-27a-508 with respect to the Planned Community. The limitations set forth in this Subsection 2.5 shall not, however, limit the Master Developer's right to seek approval of the Community Structure Plan in accordance with the County's Vested Laws and this MDA. Master Developer and Owner agree that, without the prior written consent of the County, neither Master Developer nor Owner nor any of their successors in interest shall make any application for a Building Permit with respect to the development of the Planned Community, nor will any such permits be issued to anyone, until such time as the Community Structure Plan has been approved by the County, which review and approval shall be governed by the County's Vested Laws. Notwithstanding the fact that the Community Structure Plan will provide many of the details regarding infrastructure and other subjects for the Planned Community, the Parties agree that the following requirements will be applicable upon the rezoning of the Planned Community:

2.5.1 Water. The Property is not currently within the service area of the Jordan Valley Water Conservancy District (the "**Conservancy District**"), and must be annexed into the Conservancy District before water can be purchased on either a wholesale or retail basis for use by the Planned Community. The Parties further understand that, but for an annexation of the Property by a municipality or other district that provides retail water service (including the Conservancy District, if it so elects), such water service and connections to the Property will require the Master Developer to create a local water service district that is fully funded and operational. The County will only issue building permits for residential and commercial structures when building lots or commercial site pads within the Planned Community have rights to receive full retail water service and live culinary water connections and service are stubbed to the applicable building lot or commercial site pad.

2.5.2 Stormwater. The Community Structure Plan shall ensure that historic flows of stormwater runoff will be preserved, which can be accomplished by installation of variable weirs to release waters as necessary to achieve historic flows.

2.5.3 Roads. Upon full build-out of the Planned Community, all portions of the Property are intended to be located within an approved Project. Pursuant to Subsection 2.5.5, Master Developer or a Subdeveloper, each as applicable in connection with a specific Project approval, shall fund and construct all intersection and roadway improvements within approved Projects within the Planned Community that are to be either privately owned or dedicated to the County upon completion. This obligation shall include the portion of the road forming the northern boundary of the Property that is within the Property boundaries, together with the remainder of that road to the extent of the Planned Community's proportionate impact. Master Developer's traffic engineer has identified various intersections that, upon full build out of the Planned Community, may have an F level of service as a result of the development of the Planned Community. Master Developer's traffic engineer has also identified recommendations to mitigate the potential impact of the Planned Community on the identified intersections. A list of the identified intersections located outside of

the Property but within the unincorporated portion of the County, and the recommendations associated with those intersections, is attached hereto as **Exhibit C**. Master Developer or a Subdeveloper, each as applicable in connection with a specific Project approval, shall be responsible to fund and construct the proportionate share of the cost to make such improvements to County owned intersections and roadway improvements (or intersection or roadway improvements to be dedicated to the County upon completion) outside of the Planned Community but within the unincorporated portion of the County. The development agreements associated with each Project Plan shall determine how the proportionate share of the Master Developer or applicable Subdeveloper is calculated and exacted. Each application for a Project Plan shall be accompanied by a professionally prepared traffic study, showing impacts of the development proposed by the Project Plan to system roads, together with recommendations on how such impacts can be mitigated. With respect to intersections and roadway improvements located within adjoining municipalities and owned by the State or such adjoining municipalities, the Master Developer shall cooperate with the State of Utah and/or local affected jurisdictions, as appropriate, to coordinate the implementation and construction of recommended improvements outside of the Planned Community and within such adjoining municipalities (but Master Developer shall have no obligation to construct, fund or otherwise implement such improvements unless and except as permitted by applicable law). Except as otherwise expressly agreed by the County or the MSD in a subsequent agreement, neither the County nor the MSD will be responsible to fund or construct roads or any other Project Infrastructure within the Planned Community.

2.5.4 Environmental. The County Health Department and/or State Department of Environmental Quality may review the Community Structure Plan for compliance with County and State regulations and may provide recommendations to the Planning Commission to ensure compliance with those regulations. To the extent consistent with the requirements of applicable law, the Planning Commission may incorporate those recommendations as conditions of approval of the Community Structure Plan and any development agreement entered into in connection with the approval of the Community Structure Plan.

2.5.5 Infrastructure Construction Within the Planned Community. Upon full build-out of the Planned Community, all portions of the Property are intended to be located within an approved Project. Master Developer or the applicable Subdeveloper shall be responsible for funding and constructing all Project Infrastructure within an approved Project within the Planned Community. Unless otherwise specifically agreed by the County or the MSD, neither the County nor the MSD shall be responsible for installing, funding, or reimbursing the cost of any of the improvements outlined in the Community Structure Plan, including engineering and design costs.

2.6 Concurrency Management Required. Master Developer agrees that Development Applications shall be required to include reasonable verification of the continued availability and adequacy of sanitary sewer service, storm water service, culinary water service, fire protection (including water fire flow, storage, etc. requirements), utilities and road capacity for the development activity contemplated by each such Development Application. In addition to the foregoing, Owner and Developer agree that: (a) the County will have no obligation to issue more than two hundred (200) single family residential Building Permits until either, (i) a petition to incorporate the entirety of the Property as a separate municipality is properly filed in accordance with State law, or (ii) a petition to annex the entirety of the Property into an adjoining municipality is properly filed in accordance with State law; and (b) the County will have no obligation to issue more than five hundred (500) single family residential Building Permits until either the above-referenced incorporation or annexation, as applicable, is completed in accordance with State law, and the incorporated municipality, if applicable, is fully funded and operational (defined to mean that all statutorily required offices of a municipality are funded and staffed, with municipal office space funded and a building lease or other arrangement in place). The foregoing limitations on the County's issuance of



Building Permits shall not apply with respect to Building Permits issued for commercial, office, institutional or industrial uses, which uses do not include apartments or other multi-family residential dwellings, except to the extent that the County and the MSD reasonably determine that such apartments or multi-family residential dwellings are integral to a mixed-use or institutional use approved by the County and that such apartments or multi-family residential dwellings, by reason of their incorporation into approved institutional or mixed-use on a portion of the Property, do not impose an unreasonable demand for those municipal services provided by the MSD given the provision of such services to the incorporating institutional or mixed-use area.

2.7 Effect of this MDA. Except as otherwise provided in this MDA, this MDA, as the same may be amended or supplemented from time to time, shall be the sole agreement between the Parties for the development of the entirety of the Property. Notwithstanding the foregoing, various other development, infrastructure, and other agreements may be entered into by and among the Parties hereto and others with respect to the development of various Projects, Project Plans and Phases, or specific infrastructure developments over the course of the Planned Community's development. This MDA is intended to implement the approved P-C Zone Plan. In the event of any inconsistency between the terms of this MDA and the provisions of the P-Z Zone Plan, the terms and provisions of this MDA shall control. Master Developer and Owner acknowledge and agree that notices have been properly given, and required, meetings and hearings have been held by the County with respect to the approval of this MDA, and agree not to challenge County's or MSD's approval on the grounds of any procedural infirmity or any denial of or failure respecting any procedural right.

### **SECTION 3** **Vested Rights and Reserved Legislative Powers**

3.1 Vested Rights. Subject to Subsection 3.3, during the term of this MDA, the Master Developer and/or Owner (or their respective successors-in-title) with respect to all or any part of the Planned Community shall have the vested right: (i) to have a Community Structure Plan reviewed and, if found to meet the standards and criteria set forth in this MDA and the County's Vested Laws, approved; and (ii) upon approval of the Community Structure Plan, to develop and construct the Planned Community in accordance with the uses, densities, timing and configurations (massing) of development as vested under the terms and conditions of this MDA, including specifically, but without limitation, the Land Use Plan, the Findings, Section 2, and the accompanying Exhibits. Except as otherwise provided in this MDA, it is contemplated that the rights vested in the Planned Community are exempt from the application of the County's Future Laws. Where there is a conflict between this MDA and the County's Vested Laws, this MDA shall control.

3.2 Invalidity. Master Developer and Owner covenant and agree not to bring suit to have any of the County's Vested Laws declared to be unlawful, unconstitutional or otherwise unenforceable. If any of the County's Vested Laws are declared to be unlawful, unconstitutional or otherwise unenforceable, Master Developer and Owner will nonetheless comply with the terms of this MDA. Master Developer and Owner shall also, in that event, cooperate with the County in adopting and agreeing to comply with a new enactment by the County which is materially similar to any such stricken provision and which implements the intent of the parties in that regard as manifested by this MDA.

3.3 Reserved Legislative Powers. The Parties acknowledge that the County is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the County those police powers that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of the Master Developer under the terms of 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 under this MDA shall be of general application to all development activity in the County and, unless the County declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Planned Community under the compelling, countervailing public interest exception to the vested rights doctrine.

3.4 Excepted Laws and Ordinances. The County expressly reserves its authority to impose the County's Future Laws to the Planned Community and the Property in the following circumstances and Master Developer agrees to abide by such laws:

(a) *Compliance with State and Federal Laws.* County's Future Laws which are generally applicable to all similarly situated properties in the County and which are required to comply with State and Federal laws and/or regulations affecting the Planned Community and/or the Property;

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

(c) *Ordinances and Resolutions Not Inconsistent.* Ordinances and resolutions of the County and the MSD not in conflict with the provisions of this MDA and rights granted to the Master Developer and the Owner hereunder.

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

(e) *Fees.* Changes to the amounts of fees (but not changes to the timing provided in the County's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications (including inspections) 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.

(f) *Impact Fees.* Impact Fees or modifications thereto which are lawfully adopted, imposed and collected. To the extent that impact fees cover system improvements or other improvements that Master Developer has or will construct and pay for and/or fund, impact fees will not be charged within the Property for such improvements. Otherwise, the Planned Community shall be subject to all impact fees of the County, the MSD, a municipality (when the Property is included in a municipality) or any local or special service district that are: (i) imposed at the time of issuance of Building Permits, Final Plat or Commercial Site Plan, if applicable, under this MDA, and (ii) generally applicable to other similarly situated land in unincorporated Salt Lake County, the municipality (if applicable), the service area of the MSD, and/or other local or special service district. If impact fees are properly imposed pursuant to this Subsection 3.4(f), the fees shall be payable in accordance with the particular impact fee regulation or resolution. Notwithstanding the agreement to subject the Planned Community to impact fees pursuant to this Subsection 3.4(f), the

Master Developer and any Subdevelopers or other owner of all or part of the Planned Community may, pursuant to applicable law, challenge the adoption of the impact fee, the reasonableness of the amount of the impact fees and the conformity of the impact fee with the provisions of the Utah Impact Fees Act, Title 11, Chapter 36a of the Utah Code, or other applicable law, and may seek credits against impact fees otherwise assessed in accordance with Section 11-36a-402 of the Utah Impact Fee Act or any other similar provision of Utah law, and nothing in this Section 3.4(f) is intended to waive or shall be deemed to waive any rights under any applicable law to make such challenge or seek such credits.

(g) *Municipal Services Fees.* Fees imposed to pay for municipal-type services and/or infrastructure provided by the MSD and/or any other provider, including but not limited to, stormwater utility, special assessments, and connection fees.

(h) *Generally Applicable laws not in conflict with this MDA.* County 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.

3.5 Processing Under County's Vested Laws. Approval processes for Development Applications 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.

#### **SECTION 4 Municipal Government/Services**

4.1 Prohibition on Partial Annexation. Master Developer, Owner and the County acknowledge and agree that only a certain amount of development may occur pursuant to this MDA prior to the Property being incorporated as a separate municipality or annexed into one of the existing municipalities bordering the Property that expressly agrees to allow the Planned Community to be developed in accordance with this MDA. Master Developer and Owner agree that, without the prior written consent of the County and the MSD, neither Master Developer nor Owner shall, individually or collectively, annex or consent to the annexation of only a portion of the Property by an adjoining municipality.

4.2 Provision of Municipal Services--Shortfall Period. Subject to the terms and conditions set forth in this MDA, the MSD shall provide municipal-type services to the Property consistent with the services provided by the MSD to the unincorporated areas of the County generally. The MSD shall continue to provide such municipal-type services to the Property if the Property is either incorporated as a municipality or annexed into an adjoining municipality unless and until the Property is withdrawn from the MSD pursuant to the requirements of existing law. Zions Bank Public Finance ("Zions Bank") has estimated that, during the first two years of development of the Planned Community, the MSD's expenses to provide municipal services will exceed by \$85,075.00 the revenue to the MSD created by the Planned Community. To account for this shortfall, Master Developer will pay to the MSD \$85,075.00 prior to the issuance of the first building permit for any part or portion of the Planned Community. The County will issue no building permits for the Planned Community until this amount has been paid to the MSD. Additionally, if the MSD's expenses to provide municipal-type services exceed \$85,075.00 during the first two years, and/or the expenses to provide municipal-type services exceed revenue to the MSD from the Planned Community beyond two years (the "**Shortfall Period**"), Master Developer agrees to pay to the MSD the actual shortfall amount until such time as the shortfall first ceases to exist (calculated on an annual basis). The MSD will calculate the shortfall amount using the same methodology that Zions Bank used in its estimates. During the Shortfall Period, the MSD will bill the Master Developer for such shortfall(s) on an annual basis, and if the shortfall amount is not paid within 30 days of the date of the invoice, the County will cease issuing building permits for the Planned Community and may pursue any other lawful remedy.

The conditions on issuance of building permits outlined in this Subsection are conditions/limitations on vesting as allowed by Salt Lake County Ordinance Section 19.69.070. Accordingly, an applicant is not entitled to any approvals under Utah Code Section 17-27a-508 until such conditions have been satisfied.

4.3 Order of Development. To effect 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 Planned Community. Notwithstanding the foregoing, Master Developer or an applicable Subdeveloper may, pursuant to an approved Project Plan, develop two or more Projects concurrently that are located in different areas of the Planned Community, so long as the residential phases within the said Projects are reasonably proximate to one another. To limit the duration of the Shortfall Period and so that the MSD can provide an adequate level of municipal-type services to the Planned Community, each of the Parties further desire to promote development of the Planned Community in a way that allows the MSD's revenues generated from within the Planned Community to exceed the MSD's actual expenditures within the Planned Community. Accordingly, Master Developer shall, consistent with market demand, exercise commercially reasonable efforts to develop a balance of land uses generally consistent with the absorption schedule outlined in Appendix A of the Fiscal Impact Report attached hereto as **Exhibit D**, subject to the residential building permit limitations outlined in Subsection 2.6.

## SECTION 5 Successors and Assigns

5.1 Assignability. The rights and responsibilities of Master Developer under this MDA may not be assigned in whole or in part by Master Developer without the prior written consent of the Planning Director and the MSD General Manager, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignee, including all Subdevelopers, 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.

5.2 Other Transactions. Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of all or any part of the Property, or Master Developer'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 County and the MSD unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the County and the MSD Notice of any event specified in this Subsection within ten (10) days after the event has occurred. Such Notice shall include providing the County and the MSD with all necessary contact information for the newly responsible party. Master Developer shall remain responsible for all obligations of this Agreement in such a transfer to a related entity, joint venture, or security for financing.

5.3 Municipal Successor to the County. The Parties acknowledge and agree that a municipality shall assume the rights and obligations of the County under this MDA upon the Property becoming included in the municipality through municipal incorporation or annexation. Upon the Property becoming part of a municipality, with the municipality assuming the position of the County hereunder, all references to "unincorporated" portions of Salt Lake County, or similar references, shall be construed to refer to areas within the municipality, and other provisions shall be construed and deemed modified as necessary to implement the intent of the Parties to this MDA. Similarly, effective upon the withdrawal of the Property from the MSD, with a municipality assuming the rights, duties and obligations of the MSD hereunder, the MSD shall be released from any and all further obligations and duties under this MDA, all of which shall then become the rights and responsibilities of the applicable municipality.



## SECTION 6 General Terms and Conditions

6.1 No Addition to Planned Community. No land may be removed from the Planned Community or added to the Planned Community for purposes of this MDA, except by written amendment to the MDA. Adjacent properties added to the Planned Community by reason of any such amendment shall not be required to meet the minimum acreage requirements for the P-C Zone. Except as provided immediately above, this MDA shall not affect any land other than the Property.

6.2 Recordation and Running with the Land. This MDA shall be recorded in the chain of title for the Property. This MDA and the benefits, burdens, rights and obligations herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Property, or portion thereof, as applicable, with respect to that portion of the Property owned by such successors in ownership, except as expressly set forth in this MDA. Accordingly, each and every purchaser, assignee, or transferee of an interest in the Property or any portion thereof shall be obligated and bound by the terms and conditions of this MDA, but only with respect to the Property or such portion thereof sold, assigned or transferred to it.

6.3 Construction of MDA. This MDA was jointly drafted and shall be construed so as to effectuate the public purposes of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling, countervailing public interest, while providing reasonable assurances of continued vested private development rights under this MDA.

6.4 Laws of General Applicability. Where this MDA refers to laws of general applicability to the Planned Community and other properties, that language shall be deemed to refer to laws which apply to all other developed and subdivided properties within unincorporated Salt Lake County.

6.5 Term/Renewal/Expiration. The term of this Development Agreement shall commence upon the Effective Date and continue until December 31, 2043; provided, this Development Agreement shall automatically terminate if the Master Developer has not submitted its completed application for Community Structure Plan within twelve (12) months following the Effective Date and the County has not approved the Community Structure Plan within thirty-six (36) months following the Effective Date. Prior to the end of the term, but no later than six (6) months before the end of the term, Master Developer may request to extend this MDA for an extension term sufficient to complete the development contemplated by this MDA in a diligent and reasonable manner. The County and the MSD shall consider the request in their respective reasonable discretion and, if the Parties agree on an extension term, this MDA shall be amended to set forth the agreed upon extension term. At the expiration of this MDA, the undeveloped property shall become subject to the then existing County Future Laws, and all development rights vested under this MDA with respect to portions of the Property that are not subject to an approved Project Plan and corresponding development agreement shall expire. Undeveloped property (i.e. property with respect to which there is no separate subdivision, site plan, or building permit approval and corresponding development rights) that is subject to an approved Project Plan at the expiration of this MDA shall have all development thereon completed within five years after the expiration of this MDA, and vested rights for such property shall expire at the conclusion of that five-year period. Furthermore, notwithstanding anything to the contrary in this MDA or otherwise, should the option agreement between Master Developer and Owner be terminated with respect to all or part of the Property, this MDA shall cease to be operative or effective respecting such portion of the Property unless the Owner expressly assumes all of the obligations of the Master Developer arising under this MDA in a writing approved by both the County and MSD. Should Owner expressly assume all of the obligations of the Master Developer for all or part of the Property, as described above, Owner may designate a Replacement Master Developer reasonably acceptable to the County and the MSD. If the Replacement Master Developer is approved by the County and the MSD, said Replacement Master



Developer shall expressly assume the role and obligations of Master Developer arising under this MDA in a writing approved by both the County and the MSD.

6.6 State and Federal Law. The Parties agree, intend and understand that the obligations imposed by this MDA are only such as are consistent with applicable state and federal law. The Parties further agree that if any provision of this MDA becomes, in its performance, inconsistent with applicable state or federal law or is declared invalid, this MDA shall be deemed amended to the extent necessary to make it consistent with the state or federal law, as the case may be, and the balance of this MDA shall remain in full force and effect.

6.7 Enforcement. The Parties to this MDA recognize that the County and the MSD have the right to enforce their respective rules, policies, regulations, and ordinances, subject to the terms of this MDA, and may, at their respective option, seek an injunction to compel such compliance. In the event that Master Developer or any user of the Property violates the rules, policies, regulations or ordinances of the County or the MSD or violates the terms of this MDA, the County or the MSD, as applicable, may, without electing to seek an injunction and after thirty (30) days written notice to correct the violation, take such actions as allowed under law until such conditions have been honored by the Master Developer. The Parties further recognize that Master Developer has the right to enforce the provisions of this MDA by seeking an injunction to compel compliance with law and this MDA to the extent not inconsistent with the County's reserved legislative and police powers, as well as the County's discretionary administrative decision-making functions provided for herein. Any Party shall be free from any liability arising out of the exercise of its rights under this Section; provided, however, that any Party may be liable to another Party for the exercise of any rights in violation of Rule 11 of the Utah Rules of Civil Procedure, Rule 11 of the Federal Rules of Civil Procedure and/or Utah Code Ann. §78B-5-825, as each may be amended.

6.8 No Waiver. Failure of a Party 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 time said right or any other right it may have hereunder. Unless this MDA is amended or revised in writing as allowed by this MDA and County ordinance, no officer, official or agent of the County has the power to amend, modify or alter this MDA or waive any of its conditions as to bind the County by making any promise or representation not contained herein.

6.9 Entire Agreement. This MDA constitutes the entire agreement between the Parties with respect to the issues addressed herein and supersedes all prior agreements, whether oral or written, covering the same subject matter. This MDA may not be modified or amended except in writing mutually agreed to and accepted by all Parties to this MDA consistent with the provisions hereof and County Ordinance.

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

**To the Master Developer:**  
Olympia Land, LLC  
Attn: Doug Young  
6150 S. Redwood Road, Suite 150  
Taylorsville, Utah 84123

**With a copy to:**  
Parr Brown Gee & Loveless  
Attn: Robert A. McConnell  
101 South 200 East, Suite 700  
Salt Lake City, Utah 84111

**To Owner:**

The Last Holdout, L.L.C.  
Attn: Emily Markham  
7677 Lincoln Street  
Midvale, Utah 84047

**With a copy to:**

Jacob Anderson  
Anderson Law, PLLC  
233 N. 1250 W., Suite 202  
Centerville, Utah 84014

**To the County:**

Salt Lake County  
Attn: Mayor  
2001 S. State St., N2-100  
Salt Lake City, UT 84114

**With a copy to:**

Salt Lake County District Attorney  
35 E. 500 S.  
Salt Lake City, UT 84111

**To the MSD:**

Greater Salt Lake Municipal Services District  
Attn: General Manager  
2001 S. State St., N3-600  
Salt Lake City, UT 84114

**With a copy to:**

Mark Anderson  
Fabian VanCott  
215 State St., Ste. 1200  
Salt Lake City, UT 84111

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

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

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

6.12 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. Legal actions shall be instituted in the Third Judicial District Court of the County of Salt Lake, State of Utah.

6.13 Execution of Agreement. This MDA may be executed in multiple parts or originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other Parties within seven (7) days of receipt of said facsimile copy.

6.14 Indemnification. Master Developer and Owner agree to, and do hereby, agree to defend, hold harmless and indemnify the County, MSD, and all County and MSD elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys from any and all claims that may be asserted at any time against any of them arising out of the negligence or willful misconduct of the Master Developer or Owner (each as applicable with respect to its own negligence or willful misconduct) in connection with the development, construction, maintenance, or use of any portion of the Planned Community, Project Infrastructure, or other improvements that Master Developer constructs. Master Developer and Owner (each as applicable with respect to its own negligence or willful misconduct) do hereby agree to pay all expenses, including without limitation legal fees and administrative expenses, incurred by County and/or MSD in defending itself with regard to any and all such claims. With respect to any other third-party claims challenging this Agreement or any provision herein ("other claims"), the Parties agree to cooperate with each other in good faith to defend said lawsuit, each Party to bear its own legal expenses and costs.

6.15 Nature, Survival, and Transfer of Obligations. All obligations assumed by the Owner and/or Master Developer under this MDA shall be binding on the Owner and Master Developer personally, on any and all of the Owner and Master Developer's heirs, successors, and assigns, and on any and all of the respective successor legal or beneficial owners of all or any portion of the Property.

6.16 5-year Reviews. Every five years after the execution of this MDA, the Parties shall meet and confer to consider any issues that may have arisen regarding the MDA, the development of the Property, the general economy, and other issues. The first meeting shall take place at a time and place mutually agreeable to the Parties between January 15 and February 15 of 2023 and then every five years thereafter. The Parties shall not be required to make any modifications of this MDA as a result of these reviews but may propose amendments for the consideration of the Parties.

6.17 Appointment of Representatives. To further the commitment of the Parties to cooperate in the implementation of this MDA, the County, MSD, Owner and Master Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments, the MSD, and the Master Developer. The initial representative for the County shall be the Mayor of the County. The initial representative for the MSD shall be its General Manager. The initial representative for Master Developer shall be Doug Young. The initial representative for Owner shall be Jacob Anderson. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Property.

6.18 Default.

6.18.1 Notice. If any of the Parties fails to perform its respective obligations hereunder or to comply with the terms hereof, a Party believing that a Default has occurred shall provide Notice to the other Parties. If the County or MSD believes that the Default has been committed by a Subdeveloper, then the

County or MSD shall also provide a courtesy copy of the Notice to Master Developer and Owner.

6.18.2 Contents of the Notice of Default. The Notice of Default shall: Specify the claimed event of Default; identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default; and identify why the Default is claimed to be material. If the County or MSD chooses, in its discretion, the Notice of Default may also propose a method and time for curing the Default, which shall be of no less than sixty (60) days duration. If any of the Parties gives notice of intent to terminate the Agreement, the defaulting Party shall have no less than sixty (60) days to cure the default or demonstrate that the said Party is not in Default.

6.18.3 Remedies. The Parties shall have all rights and remedies available at law and in equity, including, but not limited to, injunctive relief and specific performance, provided, however, the Owner and Master Developer (and any Subdeveloper to the extent it assumes the rights or obligations of this MDA) agree that it will not seek monetary damages against the County, MSD, or any of their elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this MDA. In the event of such legal or equitable action, subject to Subsection 16.28, each party to that action will bear its own costs and fees, including attorney fees. The rights and remedies set forth herein shall be cumulative.

6.18.4 Public Meeting. Before any remedy in Subsection 6.18.3 may be imposed by the County, the Party allegedly in Default shall be afforded the right to address the County Mayor regarding the claimed Default.

6.18.5 Extended Cure Period. If a Default cannot be reasonably cured within sixty (60) days, then such cure period may be extended at the reasonable discretion of the non-defaulting Party so long as the defaulting Party is pursuing a cure with reasonable diligence.

## 6.19 Termination

6.19.1 Termination Upon Completion of Development. This MDA shall terminate on the earlier of (a) that certain date that the Planned Community has been fully developed and the obligations of the Master Developer and the County in connection therewith are satisfied, or (b) the expiration of the term as set forth in Subsection 6.5. Upon such occurrence, Master Developer may request that the County and MSD record a notice that this MDA has been fully performed and therefore terminated as to the Planned Community.

6.19.2 Termination upon Default. This MDA shall be subject to termination by the County or MSD prior to the completion of the Planned Community following a judicial determination that a Default by Master Developer remains unresolved after notice and the opportunity to cure as provided herein.

6.19.3. Effect of Termination on Master Developer Obligations. Judicial termination of this MDA with respect to the Planned Community pursuant to Subsection 6.19.2 shall not affect Master Developer's obligation to comply with the terms and conditions of any applicable zoning, subdivision plat, site plan, building permit, or other land use entitlement approved pursuant to this MDA with respect to any approved Project. Termination of this MDA with respect to the Planned Community shall not affect or invalidate Master Developer's obligations under Subsection 6.14.

6.19.4 Effect of Termination on the County Obligations. Upon any termination of this MDA with respect to the Planned Community, the entitlements, conditions of development, limitations on fees, and all other terms and conditions of this MDA and any amendments hereto shall no longer be vested by reason of

this MDA with respect to any portion of the Planned Community then not subject to an approved Project Plan and corresponding development agreement. Undeveloped property (i.e. property with respect to which there is no separate subdivision, site plan, or building permit approval and corresponding development rights) that is subject to an approved Project Plan at the expiration of this MDA shall have all development thereon completed within five years after the expiration of this MDA, and vested rights for such property shall expire at the conclusion of that five-year period. Those portions of the Planned Community not subject to an approved Project Plan or subject to a Project Plan with expired vested rights shall be subject to then existing planning and zoning law. Upon such a termination or expiration, the County shall no longer be prohibited by this MDA from making any changes or modifications to such entitlements, conditions, or fees applicable to such portions of the Planned Community that are not subject to an approved Project Plan and corresponding development agreement, or that are subject to a Project Plan with expired vested rights.

6.20 Titles and Captions. All Section titles or captions contained in this MDA are for convenience only and shall not be deemed part of the context nor affect the interpretation hereof.

6.21 Savings Clause. If any provision of this MDA, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this MDA, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

6.22 Amendments to the MDA. Any material amendment to this MDA shall require a noticed public hearing and decision by the Council pursuant to the Equal Dignities Rule prior to the execution of such an amendment. Any amendment to this MDA must be in a writing approved and signed by the Parties and shall be operative only as to those specific portions of this MDA which are expressly subject to the amendment, with all other terms and conditions remaining in full force and effect without interruption.

6.23 Conflicting Provisions. Where there is a direct conflict between an express provision of this MDA and the County's Vested Laws, this MDA shall take precedence; otherwise, the County's Vested Laws shall control.

6.24 Incorporation of Recitals and Exhibits. All recitals stated above and all attached **Exhibits A thru D** shall be incorporated into and deemed a part of this MDA as though fully set forth herein, and the same shall be binding upon the Parties hereto.

6.25 Force Majeure. Any default or inability to cure a default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, enemy or hostile governmental action, civil commotion, fire or other casualty, or any other similar causes beyond the reasonable control of the Party obligated to perform, shall excuse the performance by such Party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a default in spite of the said Party's reasonable best efforts.

6.26 Severability. If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, any Party in good faith determines that such provision or provisions are material to its entering into this Agreement, that Party may elect to terminate this Agreement as to all of its obligations remaining unperformed and if any such termination causes any other Party to in good faith determine that the said termination adversely impacts



the interests of said other Party, the other Party may also elect to terminate this MDA as to all of its obligations remaining unperformed.

6.27 Planned Community is a Private Undertaking. It is agreed among the Parties that the Planned Community is a private development and that neither the County nor the MSD has any interest therein except as authorized in the exercise of its governmental functions. The Planned Community is not a joint venture, and there is no such relationship involving the County or the MSD. Nothing in this Agreement shall preclude the Master Developer from forming any lawful form of investment entity for the purpose of completing any portion of the Planned Community.

6.28 Attorney's Fees. In the event litigation is filed to enforce the terms of this MDA, the prevailing party in such litigation shall be entitled to receive its reasonable attorneys' fees and expenses from the non-prevailing party, subject to the limitations set forth in the Utah Governmental Immunity Act for property damages.

6.29 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 County, the signature of the Mayor of the County is affixed to this MDA to lawfully bind the County pursuant to Resolution No. [INSERT] adopted by the County Council on [INSERT]. This MDA is approved as to form by the Salt Lake County District Attorney.

*[Remainder of page left blank.]*

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

MASTER DEVELOPER:

COUNTY:

OLYMPIA LAND, LLC

SALT LAKE COUNTY

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: Mayor

Approved as to form and legality:

Attest:

*Zach Shaw*  
*Zach Shaw* *5-31-18*  
\_\_\_\_\_  
Salt Lake County District Attorney

\_\_\_\_\_  
County Clerk

MSD:

OWNER:

GREATER SALT LAKE MUNICIPAL SERVICES  
DISTRICT:

THE LAST HOULDOUT, L.L.C.

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: Manager

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

COUNTY ACKNOWLEDGMENT

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2018, \_\_\_\_\_ personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the Mayor of Salt Lake County, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the County by authority of its governing body and said Mayor acknowledged to me that the County executed the same.

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

MSD ACKNOWLEDGEMENT

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2018, \_\_\_\_\_ personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the \_\_\_\_\_ of Greater Salt Lake Municipal Services District (“MSD”), a political subdivision of the State of Utah, and that said instrument was signed in behalf of the MSD by authority of its governing body and said \_\_\_\_\_ acknowledged to me that the MSD executed the same.

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

MASTER DEVELOPER ACKNOWLEDGMENT

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2018 personally appeared before me \_\_\_\_\_, the \_\_\_\_\_ of Olympia Land, LLC, a Utah limited liability company, who acknowledged that he/she, being duly authorized, did execute the foregoing instrument on behalf of Olympia Land, LLC

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



**EXHIBIT A**

**Legal Description of Property**

**Legal Description of Property**

**Tax Id No. 26-27-300-001**

The South Half of the Southwest Quarter of Section 27, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

**Tax Id No. 26-32-200-004**

Beginning at the Northeast Corner of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence South  $00^{\circ}04'33.2''$  West 2659.434 feet; thence North  $89^{\circ}50'13.3''$  West 2627.899 feet; thence South  $00^{\circ}10'19.3''$  East 601.052 feet; thence Northwesterly along a 268.31 foot radius curve to the right 245.482 feet (chord bears North  $58^{\circ}04'51''$  West 237.01 feet); thence North  $31^{\circ}52'13''$  West 437.227 feet; thence Northerly along the arc of a 331.972 foot radius curve to the right 288.948 feet (chord bears North  $06^{\circ}56'06''$  West 279.91 feet); thence North  $18^{\circ}$  East 201.899 feet; thence Northerly along the arc of a 1482.394 foot radius curve to the left 470.159 feet chord bears North  $08^{\circ}54'50''$  East 468.19 feet); thence South  $89^{\circ}49'40.7''$  West 17 feet; thence North  $00^{\circ}10'19.3''$  West 792.3 feet; thence North  $70^{\circ}54'09.7''$  East 3153.425 feet to the point of beginning.

**Tax Id No. 26-32-400-001**

The Northwest Quarter of the Southeast Quarter of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Less and Excepting: Beginning at a point along the center section line North  $00^{\circ}22'52''$  West 1471.57 feet from the South Quarter Corner of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence North  $00^{\circ}22'52''$  West along said center section line 165.00 feet; thence North  $85^{\circ}44'$  East 500.00 feet; thence South  $00^{\circ}22'52''$  East 185.12 feet; thence North  $88^{\circ}43'$  West 207.61 feet; thence South  $85^{\circ}44'$  West 292.00 feet to the point of beginning.

Also Less and Excepting Utah Highway 111.

**Tax Id No. 26-32-400-002**

The Northeast Quarter of the Southeast Quarter of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Less and Excepting Utah Highway 111.

**Tax Id No. 26-33-100-001**



The North Half of Section 33, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

**Tax Id No. 26-33-301-001**

The Northwest Quarter of the Southwest Quarter of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Less and Excepting Utah Highway 111.

**Tax Id No. 26-34-100-001**

The North Half of the Northwest Quarter of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

**Tax Id No. 26-34-100-002**

The Southwest Quarter of the Northwest Quarter of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

**Tax Id No. 26-34-200-003**

Beginning at the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence West 160 rods; thence South 80 rods; thence East 80 rods; thence South 80 rods to the center of the creek; thence Northeasterly along said creek to a point 40 rods East and 101 rods South from the point of beginning; thence North 101 rods; thence West 40 rods to the point of beginning.

Less and Excepting and Together with: All portions conveyed in Boundary Agreement recorded September 26, 2006 as Entry No. 9856999 in Book 9356 at Page 5372, Official Records.

**EXHIBIT B**

**Land Use Plan**



**EXHIBIT C**

**Identified Intersections and Remedial Action**

### Salt Lake County - Olympia Development TIS Recommendations Summary

| Location   | Recommended Improvement  | Year  |
|--|--|-------|
| 7300 West (New Bacchus Highway) / Herriman Parkway | Signalized Intersection <sup>1</sup>                                     | Build |
|  | Dual left-turn lanes on south-, east-, and westbound approaches          | 2050  |
| 7300 West (New Bacchus Highway) / Spine Road       | Signalized Intersection <sup>1</sup>                                     | Build |
| 11800 South / 7300 West (New Bacchus Highway)      | Dual left-turn lanes on south- and westbound approaches                  | 2050  |
| 7300 West (New Bacchus Highway)                    | Five-lane Cross Section, from Bacchus Highway to south property boundary | 2024  |

1. Signalized Intersections to be installed when traffic signal warrants are met, per Manual on Uniform Traffic Control Devices (MUTCD).

Source: Hales Engineering, May 2018



**EXHIBIT D**

**Fiscal Impact Report--Appendix**

4820-6293-4371 v.7

