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ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: HIGH COUNTRY TITLE

**MASTER DEVELOPMENT AGREEMENT
FOR THE
HIDEOUT CANYON MASTER PLANNED COMMUNITY**

March 11, 2010

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WHEN RECORDED, RETURN TO:

Ent 360737 Bk 1017 Pg 1034

Robert J. Martino
P.O. Box 2080
Park City, UT 84060

**MASTER DEVELOPMENT AGREEMENT
FOR THE
HIDEOUT CANYON MASTER PLANNED COMMUNITY**

THIS MASTER DEVELOPMENT AGREEMENT is made and entered as of the 11th day of March, 2010, by and between the Town of Hideout, a political subdivision of the State of Utah, and Mustang Development, L.L.C., a Utah limited liability company.

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Master Developer owns or controls the Property.
- C. The Town has zoned the Property "RSPA".
- D. The Town approved the RSPA Zoning Map on March 11th, 2010.
- E. Certain portions of the Project have been previously approved and/or constructed.
- F. Master Developer and the Town desire that Property be developed in a unified and consistent fashion pursuant to the RSPA Zoning Map and this MDA.
- G. Development of the Property will include the Intended Uses.
- H. Development of the Project as a master planned community pursuant to this MDA is acknowledged by the parties to be consistent with the Act and the Zoning Ordinance and to operate to the benefit of the Town, Master Developer, and the general public.
- I. The parties entered into the Prior Agreement for the development of the Property that the parties now desire to replace with this MDA.

J. The Town Council has reviewed this MDA and determined that it is consistent with the Act, the Zoning Ordinance and the Zoning of the Property.

K. The parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the Town and its residents by, among other things requiring orderly development of the Property as a master planned community and increasing property tax and other revenues to the Town based on improvements to be constructed on the Property.

L. Development of the Property pursuant to this MDA will also result in significant benefits to Master Developer by providing assurances to Master Developer that it will have the ability to develop the Property in accordance with this MDA.

M. Master Developer and the Town have cooperated in the preparation of this MDA.

N. The parties desire to enter into this MDA to specify the rights and responsibilities of the Master Developer to develop the Property as parts of the Project as expressed in this MDA and the rights and responsibilities of the Town to allow and regulate such development pursuant to the requirements of this MDA.

O. The parties understand and intend that this MDA is a "development agreement" within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-102 (2009).

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

TERMS

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

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

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

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, *et seq.* (2009).

1.2.2. **Administrative Amendment** means and includes any amendment to the Exhibits to this MDA or other action that may be approved by the Administrator as provided in Section 23.

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

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

1.2.5. **Building Permit** means a permit issued by the Town to allow construction, erection or structural alteration of any building, structure, private or Public Infrastructure on any portion of the Project or off-site Infrastructure.

1.2.6. **Buildout** means the completion of all of the development on all of the Project.

1.2.7. **CC&R's** means the Conditions, Covenants and Restrictions regarding certain aspects of design and construction on the Property to be recorded in the chain of title on the Property.

1.2.8. **Commercial Use** means a use allowed by the Zoning Code on those portions of the Property zoned "RVMD" or "RVHD" or "NC" including, but not limited to, office, retail, dining, service, apartments, hotels, shopping centers or similar uses for other developments on the Project whether allowed by the Zone as a permitted or conditional uses.

1.2.9. **Concept Plan** means the plan submitted to the Town for the first stage of the approval of a Development Application.

1.2.10. **Council** means the elected Town Council of the Town.

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

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

1.2.13. **Density** means the number of Residential Dwelling Units allowed per acre.

1.2.14. **Density Pods** means the areas of the project designated to be specific types of zoning allowed within the RSPA District as more fully illustrated on the RSPA Zoning Map.

1.2.15. **Development Application** means an application to the Town for development of a portion of the Project including a Subdivision, a Commercial Concept Plan, a Building Permit or any other permit, certificate or other authorization from the Town required for development of the Project.

1.2.16. **Development Report** means a report containing the information specified in Sections 3.6 or 3.7 submitted to the Town by Master Developer for the development by Master Developer of any Parcel or for the sale of any Parcel to a Subdeveloper or

the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.

1.2.17. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2009), and approved by the Town, effectuating a Subdivision of any portion of the Project.

1.2.18. **Homeowner Association(s) (or “HOA(s)”)** means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.

1.2.19. **Intended Uses** means the use of all or portions of the Project for single-family and multi-family residential units, hotels, restaurants, public facilities, businesses, commercial areas, professional and other offices, services, golf courses, open spaces, parks, trails and other uses as more fully specified in the Zoning Ordinance and the RSPA Zoning Map ,.

1.2.20. **Master Developer** means Mustang Development, L.L.C., a Utah limited liability company, and its assignees or transferees as permitted by this MDA.

1.2.21. **Maximum Residential Units** means the development on the Property of One Thousand Nine Hundred Seventy Five (1,975) Residential Dwelling Units.

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

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

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

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

1.2.26. **Open Space** means any land which is in, either: an open and undeveloped condition including, without limitation, natural areas, wildlife or native plant habitat, wetlands, watersheds, streams and stream corridors, wildlife preserves; preserved historic sites; areas for active or passive recreational activities including, without limitation, HOA common areas and golf course property.

1.2.27. **Outside Property** means the approximately Two Hundred Eighty acres (280) of property shown on Exhibit "B" that is outside the current boundaries of the Town.

1.2.28. **Outsourc[e][ing]** means the process of the Town contracting with Town Consultants or paying overtime to Town employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

1.2.29. **Parcel** means part or all of a Density Pod that is not an individually developable lot.

1.2.30. **Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.

1.2.31. **Planning Commission** means the Town's Planning and Zoning Commission established by the Zoning Ordinance.

1.2.32. **Previously Approved Phases** means those Phases of the Project that have received certain levels of approvals for development as more fully specified in Exhibit "D".

1.2.33. **Previously Constructed Improvements** means those elements of Public Infrastructure previously constructed by Master Developer as more fully specified in Exhibit "E".

1.2.34. **Prior Agreement** means an agreement between the parties entered into November 20, 2009.

1.2.35. **Project** means the development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, Intended Uses, Densities, Phases and all of the other aspects approved as part of this MDA.

1.2.36. **Property** means that approximately One Thousand Three Hundred Five (1,305) acres of real property owned or controlled by Master Developer more fully described in Exhibit "A" including the Outside Property.

1.2.37. **Public Infrastructure** means those elements of infrastructure that already have been or are planned to be dedicated to the Town as a condition of the approval of a Development Application.

1.2.38. **Residential Dwelling Unit** means, for purposes of calculating Density, a unit constructed on the Property which is intended to be occupied for residential living purposes. Calculation of equivalencies of Residential Dwelling Units shall be as specified in Town's Vested Laws.

1.2.39. **Ridgeline Map** means a map attached as Exhibit "F" illustrating the ridgelines on the Property.

1.2.40. **RSPA Zoning Map** means the application of the RSPA zoning to individual Density Pods approved by the Town on March ___, 2010 a copy of which is attached as Exhibit "B".

1.2.41. **Subdeveloper** means an entity not "related" (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development.

1.2.42. **Subdivision** means the division of any portion of the Project into a subdivision pursuant to State Law and/or the Zoning Ordinance.

1.2.43. **Subdivision Application** means the application to create a Subdivision.

1.2.44. **Substantial Completion** means a point in the progress of a construction project where the work has reached the point that it is sufficiently complete such that any remaining work will not interfere with the intended use or occupancy of the project. For work to be substantially complete it is not required that the work be 100% complete.

1.2.45. **Town** means the Town of Hideout, a political subdivision of the State of Utah.

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

1.2.47. **Town's Future Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the Town which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.2.48. **Town's Vested Laws** means the ordinances, policies, standards and procedures of the Town in effect as of the date of this MDA, a digital copy of which is attached as Exhibit "D".

1.2.49. **Zone** means the Town's RSPA zoning district.

1.2.50. **Zoning Ordinance** means the Town's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this MDA as a part of the Town's Vested Laws.

2. **Effect of MDA.** This MDA shall be the sole agreement between the parties related to the Project and the Property and shall supersede and novate the Prior Agreement which is hereby declared to be null and void.

3. **Development of the Project.**

3.1. **Compliance with the RSPA Zoning Map and this MDA.** Development of the Project shall be in accordance with the Town's Vested Laws, the Town's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), the Zoning, the RSPA Zoning Map and this MDA.

3.2. **Addition of the Outside Property.** The parties acknowledge that the Outside Property has been included in the calculation of the Maximum Residential Units. Master Developer may use any portions of the Maximum Residential Units on the Outside Property pursuant to RSPA Zoning Map if the Outside Property is annexed into the Town. If the Outside Property is developed by Master Developer other than under the jurisdiction of the Town then any such units shall be deducted from the Maximum Residential Units being developed within the Town.

3.3. Project Maximum Density. At Buildout of the Project, Master Developer shall be entitled to have developed the Maximum Residential Units and to have developed the other Intended Uses, including the Commercial Uses as specified in the RSPA Zoning Map.

3.4. Parcels Intended Uses and Densities. Intended Uses and Densities for each Parcel are generally shown on the RSPA Zoning Map.

3.5. Use of Density. Master Developer may use any of the Maximum Residential Units in the development of any Subdivision so long as the density requested in the proposed Development Application is no greater than the maximum density allowed by the Zone and the RSPA Zoning Map for the proposed Subdivision.

3.6. Accounting for Density for Parcels Developed by Master Developer. At the recordation of a Final Plat, Commercial Site Plan allowing for residential uses or other approved and recorded instrument for any Parcel(s) developed by Master Developer, Master Developer shall provide the Town a Development Report showing any Density used with the Parcel(s) and the Density remaining with Master Developer and for the remaining Project.

3.7. Accounting for Density for Parcels Sold to Subdevelopers. Any Parcel sold by Master Developer to a Subdeveloper shall include the transfer of a specified portion of the Maximum Residential Units and, for any non-residential use, shall specify the amount and type of any such other use sold with the Parcel. At the recordation of a Final Plat or other document of conveyance for any Parcel sold to a Subdeveloper, Master Developer shall provide the Town a Sub-Development Report showing the ownership of the Parcel(s) sold, the portion of the Maximum Residential Units and/or other type of use.

transferred with the Parcel(s), the amount of the Maximum Residential Units remaining with Master Developer and any material effects of the sale on the General Plan.

3.7.1. Return of Unused Density. If any portion of the Maximum Residential Units transferred to a Subdeveloper are unused by the Subdeveloper at the time the Parcels transferred with such Density receives approval for a Development Application for the final portion of such transferred Parcels, the unused portion of the transferred Maximum Residential Units shall automatically revert back to Master Developer and the Master Developer shall file with the Town a Development Report.

4. **Zoning and Vested Rights.**

4.1. **Current Zoning and RSPA Zoning Map .** The Project is currently zoned RSPA and the Town has approved the RSPA Zoning Map .

4.2. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Town and Master Developer intend that this MDA grants Master Developer all rights to develop the Project in fulfillment of this MDA, the Town's Vested Laws and the RSPA Zoning Map without modification or interference by the Town except as specifically provided herein. The Parties intend that the rights granted to Master Developer under this MDA are contractual and also those rights that exist under statute, common law and at equity. The parties specifically intend that this MDA and the RSPA Zoning Map grant to Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2009).

4.3. **Exceptions.** The restrictions on the applicability of the Town's Future Laws to the Project as specified in Section 4.2 are subject to only the following exceptions:

4.3.1. Master Developer Agreement. Town's Future Laws that Master Developer agrees in writing to the application thereof to the Project;

4.3.2. State and Federal Compliance. Town's Future Laws which are generally applicable to all properties in the Town and which are required to comply with State and Federal laws and regulations affecting the Project;

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

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

4.3.5. Fees. Changes to the amounts of fees (but not changes to the times provided in the Town's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the Town (or a portion of the Town as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

4.3.6. Compelling, Countervailing Interest. Laws, rules or regulations that the Town's land use authority finds, on the record, are necessary to avoid jeopardizing a

compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2009).

5. **Term of Agreement.** The term of this MDA shall be until December 31, 2035. If as of that date Master Developer has not been declared to be in default as provided in Section 20, or if any such declared default is not being cured as provided therein, then this MDA shall be automatically extended until December 31, 2040, and, thereafter, for up to two (2) additional periods of five (5) years each. This MDA shall also terminate automatically at Buildout.

6. **Previously Approved Phases and Previously Constructed Improvements.**

6.1. **Previously Approved Phases.** The Previously Approved Phases are deemed by the Town to have completed those stages of approval as specified in Exhibit "D".

6.2. **Previously Constructed Improvements.** The Previously Constructed Improvements are hereby accepted as complete by the Town and all security held by the Town for such completion is hereby released.

7. **Approval Processes for Development Applications.**

7.1. **Phasing.** The Town acknowledges that Master Developer, assignees of Master Developer, and/or Subdevelopers who have purchased Parcels of the Property may submit multiple applications from time-to-time to develop and/or construct portions of the Project in phases.

7.2. **Town's Cooperation in Processing Development Applications.** The Town shall cooperate reasonably in promptly and fairly processing Development Applications for the Project.

7.3. **Town Acceptance of Completeness of Development Application.**

7.3.1. **Initial Review.** The Administrator shall have thirty (30) calendar days after

submittal of a Development Application to inform the Applicant of whether the Administrator considers the Development Application to be complete.

7.3.2. Extension. The Administrator may extend this initial review period by a written Notice specifying the extraordinary reasons therefore for an additional twenty (20) days.

7.3.3. Deemed Complete. If the Administrator does not notify Applicant in writing of any additional information required to complete the Development Application the Development Application shall thereafter be deemed complete.

7.3.4. Additional Information. If the Administrator determines the Development Application is not complete as submitted the Administrator shall notify Developer in writing within the time specified above, specifying in detail which portions are not complete, what required information is not contained or in what other specific details the Development Application is alleged not to be complete. If the Administrator does not notify Applicant in writing within fifteen (15) calendar days after submittal of the required additional information necessary to complete the Development Application the Development Application shall be deemed complete. If the Administrator believes that the Development Application is still not complete Developer can either continue to provide additional information requested by the Administrator or elect to have the Development Application presented to the appropriate body irrespective of any alleged incompleteness.

7.4. Planning Commission Review of Development Applications.

7.4.1. Two Hearings. Unless Applicant consents to a different schedule, all aspects of a Development Application subject to review by the Planning Commission shall be considered by the Planning Commission at nor more than two public hearings.

7.4.2. Hearing Schedule. Unless Applicant consents to a different schedule, the first public hearing shall be scheduled no later than the next regularly scheduled public hearing for which any legally required notice may be given after the Development Application is deemed complete or submitted over any objection to alleged incompleteness. Any second public hearing shall be scheduled no later than the next regularly scheduled public hearing for which any legally required notice may be given after the Applicant requests it be scheduled. The Planning Commission may not refuse to consider the Development Application on the basis of any alleged incompleteness and may not table or otherwise extend its consideration of the Development Application beyond the second allowed hearing without the consent of the Applicant.

7.4.3. Recommendation. At the conclusion of public hearing(s) the Planning Commission shall recommend by majority vote whether the Development Application complies with the Development Agreement. If the Planning Commission fails to make a recommendation it shall be presumed to have recommended approval. The Planning Commission's decision shall be only a recommendation and shall not have any binding effect on the consideration of the Development Application by the Town Council.

7.5. Town Council Review of Development Applications.

7.5.1. Consideration by the Town Council. After the Planning Commission has made or been deemed to have made its recommendation of the Development Application the Town Council shall consider the Development Application.

7.5.2. Hearing Schedule. Unless otherwise agreed to by Applicant, the Town Council shall do so at the next regularly scheduled hearing for which any required notice may be lawfully given. Unless otherwise agreed to by Applicant, any subsequent consideration of the same Development Application shall also be at the next regularly scheduled meeting of the body for which any required notice may be lawfully given. Developer shall respond in good faith to any requests for additional information by the Town Council during its consideration of any Development Application.

7.5.3. Decision of the Town Council. At the conclusion of the Town Council's second meeting considering any Development Application, or at any time during any subsequent meeting if agreed to by Developer, Developer may require the Town Council to make a final determination on the granting or denial of the Development Application.

7.6. Processing Under Town's Vested Laws. Development Applications shall be approved by the Town if they comply with the Town's Vested Laws and conform to this MDA and the RSPA Zoning Map.

7.7. Outsourcing of Processing of Development Applications. Within fifteen (15) business days after receipt of a Development Application and upon the request of Master Developer will confer and determine whether the Master Developer or a Subdeveloper wishes the Town to Outsource the review of any aspect of the Development Application

to insure that it is processed on a timely basis. If Master Developer or a Subdeveloper determines that Outsourcing is appropriate then the Town shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the Master Developer or Subdeveloper in good faith consultation with the Master Developer or Subdeveloper (either overtime to Town employees or the hiring of a Town Consultant). If the Master Developer or a Subdeveloper notifies the Town that it desires to proceed with the Outsourcing based on the Town's estimate of costs then the Master Developer or Subdeveloper shall deposit in advance with the Town the estimated differential cost and the Town shall then promptly proceed with the Outsourced work. Upon completion of the Outsourcing services and the provision by the Town of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a Town Consultant or paying overtime to Town employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential.

7.8. Non-Town Agency Reviews. No Non-Town Agency review of any Development Application shall be required unless such a review is specifically provided for in the Town's Vested Laws or if required by State or Federal law. If any aspect or a portion of a Development Application is governed exclusively by a Non-Town Agency an approval for these aspects does not need to be submitted by Applicant for review by any body or agency of the Town. The Applicant shall timely notify the Town of any such submittals and promptly provide the Town with a copy of the requested submissions. The Town

may only grant final approval for any Development Application subject to compliance by Applicant with any conditions required for such Non-Town Agency's approval.

7.9. Acceptance of Certifications Required for Development Applications. Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the Town. The Development Application shall thus generally be deemed to meet the specific standards which are the subject of the opinion or certification without further objection or required review by the Town or any other agency of the Town. It is not the intent of this Section to preclude the normal process of the Town's "redlining", commenting on or suggesting alternatives to the proposed designs or specifications in the Development Application. Generally, the Town should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless and changes to the Development Application raise new issues that need to be addressed.

7.10. Expert Review of Certifications Required for Development Applications. If the Town, notwithstanding such a certification by Applicant's experts, subjects the Development Application to a review by Town Consultants, the Town shall bear the costs of such review if the Town Consultants determine that the Applicant's expert certification was materially correct and that the Town's requiring a review of the certification in the Development Application was unreasonable and not made in good faith. If the Town Consultants determine that the Town's requirement of a review was reasonable and made

in good faith then payment of the reasonable and actual costs of the Town Consultants' review shall be the responsibility of Applicant.

7.10.1. Selection of Town Consultants for Review of Certifications Required for Development Applications. The Town Consultant undertaking any review by the Town required or permitted by this MDA or the Ordinance shall be selected from a list generated by the Town for each such Town review pursuant to a "request for proposal" process or as otherwise allowed by Town ordinances or regulations.

Applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and timeliness of such review may be a factor in choosing the expert.

7.11. Independent Technical Analyses for Development Applications. If the Town needs technical expertise beyond the Town's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the Town's Vested Laws to be certified by such experts as part of a Development Application, the Town may engage such experts as Town Consultants under the processes specified in Section 7.10.1 with the actual and reasonable costs being the responsibility of Applicant. If the Town needs any other technical expertise other than as specified above, under extraordinary circumstances specified in writing by the Town, the Town may engage such experts as Town Consultants under the processes in Section 7.10.1 with the actual and reasonable costs being the responsibility of Applicant.

7.12. Town Denial of a Development Application. If the Town denies a Development

Application the Town shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the Town believes that the Development Application is not consistent with this MDA, the RSPA Zoning Map and/or the Town's Vested Laws (or, if applicable, the Town's Future Laws).

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

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

7.15. Mediation of Development Application Denials.

7.15.1. Issues Subject to Mediation. Issues resulting from the Town's Denial of a Development Application that are not subject to arbitration provided in Section 7.16 shall be mediated.

7.15.2. Mediation Process. If the Town and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the issue in dispute. If the parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15)

business days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

7.16. Arbitration of Development Application Objections.

7.16.1. Issues Subject to Arbitration. Issues regarding the Town's Denial of a Development Application that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.

7.16.2. Mediation Required Before Arbitration. Prior to any arbitration the parties shall first attempt mediation as specified in Section 7.15.

7.16.3. Arbitration Process. If the Town and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the parties are unable to agree on a single acceptable arbitrator they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding

upon both parties. If the arbitrator determines as a part of the decision that the Town's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the Town to pay the arbitrator's fees.

7.17. **Parcel Sales.** The Town acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the sale of a Parcel. Master Developer may obtain approval of a Subdivision that does not create any individually developable lots in the Parcel without being subject to any requirement in the Town's Vested Laws to complete or provide security for any Public Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Developer or a Subdeveloper upon a subsequent re-Subdivision of the Parcel that creates individually developable lots.

8. **Application Under Town's Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time, choose to submit a Development Application for some or all of the Project under the Town's Future Laws in effect at the time of the Development Application. Any Development Application filed for consideration under the Town's Future Laws shall be governed by all portions of the Town's Future Laws related to the Development Application. The election by Master Developer at any time to submit a Development Application under the Town's Future Laws shall not be construed to prevent Master Developer from relying for other Development Applications on the Town's Vested Laws.

9. **Tax Benefits.** The Town acknowledges that Master Developer may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring portions

of the Property to the Town or to a charitable organization for Open Space. Master Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer by reason of the foregoing. The Town shall reasonably cooperate with Master Developer to the maximum extent allowable under law to allow Master Developer to take advantage of any such tax benefits.

10. **Public Infrastructure.**

10.1. **Construction by Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably required and lawfully by the as a condition of approval of the Development Application.

10.2. **Bonding.** If and to the extent required by the Town's Vested Laws security for any Public Infrastructure, is required by the Town it shall provided in a form acceptable to the Town (which may include security based on real property) as specified in the Town's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the Town's Vested Laws.

10.3. **Water.**

10.3.1. **Dedication Obligation Not Immediately Created.** Master Developer or a Subdeveloper shall not be required to reserve, dedicate or otherwise incur any cost for the provision of water (either culinary or secondary) until the time of the recordation of a Subdivision plat or other instrument giving Master Developer the immediate right to begin construction pursuant to a Development Application.

10.3.2. **When dedication required.** Upon the recordation of a Subdivision plat or other instrument giving Master Developer or a Subdeveloper the immediate right to

begin construction pursuant to a Development Application then Master Developer or a Subdeveloper shall cause to be dedicated to the Town (or such other entity as may be designated by the Town for providing water service to the Project) the amount of water rights necessary to service the approved Development Application as calculated below. The dedication of the water rights or shares shall be in a form reasonably acceptable to the Town.

10.3.3. Town's Existing Water Rights. If the Town is, at the time specified in Section 10.3.2. already in possession of sufficient water rights to service the Development Application (either from the Town's own acquisition of water rights or from prior dedications by Master Developer or a Subdeveloper) then such dedication shall not be required and the Town shall use the water rights that it already has to service the Development Application.

10.3.4. Calculation of Required Amount of Water. As of the date of the execution of this MDA, the amount of water rights required for certain uses are as follows:

10.3.4.1. .45 acre feet for each 3,000 square feet of usable area in commercial or retail development;

10.3.4.2. .45 acre feet for each Residential Dwelling Unit in a condominium, apartment or townhome development

10.3.4.3. .45 acre feet for single family residential lots .20 acres and smaller; and

10.3.4.4. .76 acre feet for single family residential lots larger than .20 acres.

10.3.5. Adjustments of Required Amounts. The parties acknowledge that studies are now being performed or may be performed in the future that establish that a lower

amount of water is actually required to serve some or all of the uses specified above.

At the time that such studies are certified as correct by an appropriately licensed engineer, the amounts of water required as specified in Section 10.3.4 shall be reduced to the amount determined by such certified study. The amount of water required for each use may only be increased if such an increase is required by State law.

10.4. **Roads.** The roads in the Project shall be constructed to the standards specified by the Town as a condition of approval of the Development Application so long as those standards are no more strict than provided in the Town's Vested Laws or the Town's Future Laws allowed pursuant to Section 4.3. The roads in the Project may be retained as private roads by Master Developer or an HOA to be maintained by the HOA or dedicated to the Town at the option of Master Developer.

10.5. **No Additional Off-Site Infrastructure Requirements.** The Town shall not, directly or indirectly, charge the Master Developer, its affiliates or successors, Subdevelopers or the Property any development fees, impact fees, water hookup fees, or any similar fees, charges, assessments or exactions for infrastructure for the development of the Project except as may be otherwise allowed by law.

10.6. **Construction Prior to Completion of Infrastructure.** Anything in the Zoning Ordinance notwithstanding, Master Developer may obtain building permits and/or temporary Certificates of Occupancy for model homes, homes shows, sales offices, construction trailers or similar temporary uses prior to the installation of all infrastructure required to be eventually completed so long as such installation is secured pursuant to the Town's Vested Laws.

10.6.1. Permanent Certificate of Occupancy. No permanent Certificate of Occupancy shall be issued by the Town and no residential occupancy shall be permitted unless all infrastructure (except for landscaping which shall be considered pursuant to Section 11.1) required pursuant to an approved Development Application are installed and Substantially Complete.

11. **Construction Standards and Requirements.**

11.1. **Separate Security for Landscaping.** Security for the completion of those items of landscaping that are weather dependent may be, at the option of Master Developer, by a security instrument acceptable to the Town separate from the security instrument used for the other portion of the public improvements.

11.2. **Building Permits.** No buildings or other structures shall be constructed within the Project without Master Developer and/or a Subdeveloper first obtaining building permits. Master Developer and/or a Subdeveloper may apply for and obtain a grading permit following conceptual approval by the Planning Commission of a Commercial Concept Plan or a Subdivision Concept Plan if Master Developer and/or a Subdeveloper has submitted and received approval of a site grading plan from the Town Engineer.

11.3. **Town and Other Governmental Agency Permits.** Before commencement of construction or development of any buildings, structures or other work or improvements upon any portion of the Project, Master Developer or a Subdeveloper shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the Town or any other governmental entity having jurisdiction over the work. The Town shall reasonably cooperate with the Master Developer or a Subdeveloper in seeking to secure such permits from other governmental entities.

12. **Upsizing/Reimbursements to Master Developer.**

12.1. **"Upsizing".** The Town shall not require Master Developer to "upsized" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the *pro rata* costs of such upsizing.

12.2. **Building Permit Charges Within the Project for Public Infrastructure.** To the maximum extent allowable at law, the Town shall cause Master Developer to be reimbursed, as a condition precedent to the issuance of any Building Permit for a building within the Project for a *pro rata* share of the Public Infrastructure that was constructed by Master Developer. Such reimbursement shall be made by way of impact fees, connection fees or any other mechanism reasonably selected by the Town such that Master Developer is reasonably reimbursed including a reasonable amount for the cost of financing incurred by Master Developer.

12.3. **Building Permit Charges Outside the Project for Public Infrastructure.** To the maximum extent allowable at law, the Town shall cause Master Developer to be reimbursed, as a condition precedent to the issuance of any Building Permit for any development constructed by a third-party outside of the Project that connects to the Public Infrastructure that was constructed by Master Developer. Such reimbursement shall be made by way of impact fees, connection fees, protection strips or any other mechanism reasonably selected by the Town such that Master Developer is reasonably reimbursed including a reasonable amount for the cost of financing incurred by Master Developer.. The amount of such reimbursement shall be calculated on a *pro rata* formula

using a reasonable estimate of the total number of units to be constructed by Master Developer as a percentage of the total number of units that will eventually be using the particular element of Public Infrastructure multiplied by the cost to Master Developer of constructing the particular element of Public Infrastructure.

12.4. **Assessment Areas.** The Town shall, at the request of Master Developer, reasonably and in good faith consider the issuance in the future of requests to create Assessment Areas under State law to provide for the financing of additional Public Infrastructure.

12.5. **Tax Increment.** The Town shall, at the request of Master Developer, reasonably and in good faith consider participating in a "tax increment financing" agreement under State law to provide for the financing of additional Public Infrastructure.

13. **Open Space And Ridgelines.**

13.1. **Open Space.**

13.1.1. Requirement. At Buildout, twenty-five percent (25%) of the Project shall be Open Space. The parties acknowledge that this final Open Space requirement need not be met for the development of any particular Density Pod.

13.1.2. Timing of Open Space Creation. The Development Application approval for each separate Density Pod or portion thereof shall provide that the Applicant shall construct or designate the land required for Open Space that is located within the Density Pod or portion thereof and an amount of Open Space outside the Density Pod that, in the determination of Master Developer, is roughly consistent with achieving the ultimate ratio of Open Space at

Buildout.

13.1.3. Calculation. Open Space shall be calculated by the following formula: Open Space Percentage = $(T - R - B) \div (T - R) \times 100$ where T = 1305 (the total area of the Property); R = the area of roadways (including sidewalks) in the Project; and B = the amount of land upon which are constructed improvements such as buildings, driveways, parking lots or other areas not left in an open condition (whether landscaped or natural).

13.2. **Ridgelines.** The Ridgeline Map illustrates the areas the Town considers to be Ridgelines and specifies any building restrictions related to such Ridgelines. The Town acknowledges that compliance with the Ridgeline Map satisfies any Ridgeline restrictions in the Zoning Code.

14. **Cable TV/Fiber Optic Service.** Subject to all applicable Federal and State laws, Master Developer may install or cause to be installed underground all conduits and cable service/fiber optic lines within the Project at no expense to the Town. The conduits, cable, lines, connections and lateral connections shall remain the sole and exclusive property of Master Developer or cable/fiber optic provider even though the roadways in which the cable/fiber optic lines conduits, connections and laterals are installed may be dedicated to the Town. Master Developer may contract with any cable TV/fiber optic provider of its own choice and grant an exclusive access and/or easement to such provider to furnish cable TV/fiber optic services for those dwelling units or other uses on the Project, so long as the property is private and not dedicated to the public.

15. **CC&R's.** The Homeowners Association(s) will be responsible for the implementation and enforcement of the CC&R's and the Technical Guidelines. The CC&R's may be amended by the processes specified in the CC&R's without any requirement of approval of such amendments by the Town. Prior to the issuance of any building permits for residential, business,

commercial or recreational use but excluding infrastructure the architectural control subcommittee established by the CC&R's shall certify to the Town that the proposed permit complies with the Technical Guidelines and the CC&R's.

16. **Payment of Fees.** Master Developer and/or a Subdeveloper shall pay to the Town all fees in amounts specified in the Town's Future Laws (but, the timing of the imposition and collection of such fees shall be governed by the Town's Vested Laws).

17. **On-Site Processing of Natural Materials.** Master Developer may use the natural materials located on the Project such as sand, gravel and rock, and may process such natural materials into construction materials such as aggregate, topsoil, concrete or asphalt for use in the construction of infrastructure, homes or other buildings or improvements located in the Project and other locations outside the Project. Master Developer shall make an application for all such uses pursuant to the processes for a conditional use as provided in the Town's Vested Laws.

18. **Provision of Municipal Services.** The Town shall provide all Town services to the Project that it provides from time-to-time to other residents and properties within the Town including, but not limited to, police, fire and other emergency services. Such services shall be provided to the Project at the same levels of services, on the same terms and at the same rates as provided to other residents and properties in the Town.

19. **Future Property Which May be Included in this MDA.** If Master Developer acquires any additional property contiguous to the Property and located within the boundaries of the Town then such future property shall be automatically included within this MDA at the option of Master Developer and this MDA shall be recorded in the chain of title of such property. Any such future property so added to this MDA shall be developed at the same density as provided for the property in the RSPA.

20. **Default.**

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

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

20.2.1. Specific Claim. Specify the claimed event of Default;

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

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

20.2.4. Optional Cure. If the Town chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

20.3. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default the parties shall engage in the “Meet and Confer” and “Mediation” processes specified in Sections 7.13 and 7.15. If the claimed Default is subject to Arbitration as provided in Section 7.16 then the parties shall follow such processes.

20.4. **Remedies.** If the parties are not able to resolve the Default by “Meet and Confer” or by Mediation, and if the Default is not subject to Arbitration then the parties may have the following remedies:

20.4.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages.

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

20.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.

20.5. **Public Meeting**. Before any remedy in Section 20.4 may be imposed by the Town the party allegedly in Default shall be afforded the right to attend a public meeting before the Town Council and address the Town Council regarding the claimed Default.

20.6. **Emergency Defaults**. Anything in this MDA notwithstanding, if the Town Council finds on the record that a default materially impairs a compelling, countervailing interest of the Town and that any delays in imposing such a default would also impair a compelling, countervailing interest of the Town then the Town may impose the remedies of Section 20.4 without the requirements of Sections 20.5. The Town shall give Notice to the Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be allowed to address the Town Council at that meeting regarding the claimed emergency Default

20.7. **Extended Cure Period**. If any Default cannot be reasonably cured within sixty (60) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

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

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

21. **Notices.** All notices required or permitted under this Amended Development Agreement 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:

Mustang Development, L.L.C.
Attn: Robert J. Martino
1741 Sidewinder Dr. Suite 100
Park City, Utah 84060

Bruce R. Baird, Esq.
Bruce R. Baird PC
2150 South 1300 East, Fifth Floor
Salt Lake City, UT 84106

To the Town:

Town of Hideout
Attn: Mayor
10837 North Hideout Trail
Hideout, Utah 84036

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

21.1.1. Hand Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice).

21.1.2. 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 or

personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice

21.1.3. Mailing. On the day 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.

22. **Entire Agreement**. This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

23. **Administrative Amendments**.

23.1. **Allowable Administrative Applications**: Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

23.2. **Application to Administrator**. Applications for Administrative Amendments shall be filed with the Administrator

23.3. **Referral by Administrator**. If the Administrator determines for any reason that it would be inappropriate for the Administrator to determine any the Administrative Amendment the Administrator may require the Administrative Amendment to be processed as a Modification Application.

23.4. **Administrator's Review of Administrative Amendment**. The Administrator shall consider and decide upon the Administrative Amendment within a reasonable time.

23.5. Notification regarding Administrator's Approval. If the Administrator approves any Administrative Amendment the Administrator shall notify the Town Council in writing of the proposed approval. Unless the Administrator receives a notice pursuant to Section 23.6 requiring that the proposed Administrative Amendment be considered by the Town Council as a Modification Application then approval of the Administrative Amendment by the Administrator shall be conclusively deemed binding on the Town.

23.6. Town Council Requirement of Modification Application Processing. Any member of the Town Council may, within ten (10) business days after notification by the Administrator, notify the Administrator that the Administrative Amendment must be processed as a Modification Application.

23.7. Appeal of Administrator's Denial of Administrative Amendment. If the Administrator denies any proposed Administrative Amendment the Applicant may process the proposed Administrative Amendment as a Modification Application.

24. Amendment. Except for Administrative Amendments, any future amendments to this MDA shall be considered as Modification Applications subject to the following processes.

24.1. Who may Submit Modification Applications. Only the Town and Master Developer or an assignee that succeeds to all of the rights and obligations of Master Developer under this MDA (and not including a Subdeveloper) may submit a Modification Application.

24.2. Modification Application Contents. Modification Applications shall:

24.2.1. Effected Properties. Identify the property or properties effected by the Modification Application.

24.2.2. Effects. Describe the effect of the Modification Application on the affected portions of the Project.

24.2.3. Other Impacted Jurisdictions. Identify any non-Town agencies potentially having jurisdiction over the Modification Application.

24.2.4. Map. Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Use and Density of all such properties.

24.2.5. Fee. Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the Town to cover the costs of processing the Modification Application.

24.3. Town Cooperation in Processing Modification Applications. The Town shall cooperate reasonably in promptly and fairly processing Modification Applications.

24.4. Planning Commission Review of Modification Applications.

24.4.1. Timing of Review. All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in light of the nature and/or complexity of the Modification Application.

24.4.2. Recommendation. The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding effect on the consideration of the Modification Application by the Town Council.

24.5. Town Council Review of Modification Application. After the Planning Commission, if required by law, has made or been deemed to have made its

recommendation on the Modification Application the Town Council shall consider the Modification Application.

24.6. Town Council's Objections to Modification Applications. If the Town Council objects to the Modification Application, the Town Council shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the Town believes that the Modification Application is not consistent with the intent of this MDA, the RSPA Zoning Map and/or the Town's Vested Laws (or, if applicable, the Town's Future Laws).

24.7. Meet and Confer regarding Modification Applications. The Town Council and Master Developer shall meet within fourteen (14) calendar days of any objection to resolve the issues presented by the Modification Application and any of the Town Council's objections.

24.8. Mediation of Town Council's Objections to Modification Applications. If the Town Council and Master Developer are unable to resolve a dispute regarding a Modification Application, the parties shall attempt within seven (7) days to appoint a mutually acceptable expert in land planning or such other discipline as may be appropriate. If the parties are unable to agree on a single acceptable mediator they shall each, within seven (7) days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single mediator. Master Developer shall pay the fees of the chosen mediator. The chosen mediator shall within fourteen (14) days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator

shall notify the parties in writing of the resolution that the mediator deems appropriate.

The mediator's opinion shall not be binding on the parties.

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

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

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

28. **No Third Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the Town and Master Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The parties acknowledge that this MDA refers to a private development and that the Town has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the Town has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the Town's.

29. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part by Master Developer with the consent of the Town as provided herein.

29.1. **Sale of Lots.** Master Developer's selling or conveying lots in any approved

Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an

“assignment” subject to the above-referenced approval by the Town unless specifically designated as such an assignment by the Master Developer.

29.2. Related Entity. 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 the Project or Master Developer’s pledging of part or all of the Project as security for financing shall also not be deemed to be an “assignment” subject to the above-referenced approval by the Town unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the Town Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the Town with all necessary contact information for the newly responsible party.

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

29.4. Time for Objection. Unless the Town objects in writing within twenty (20) business days the Town shall be deemed to have approved of and consented to the assignment.

29.5. Partial Assignment. If any proposed assignment is for less than all of Master Developer’s rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee

succeeds. Upon any such approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

29.6. **Denial.** The Town may only withhold its consent if the Town is not reasonably satisfied of the assignees financial ability to perform the obligations of Master Developer proposed to be assigned. Any refusal of the Town to accept an assignment shall be subject to the "Meet and Confer" and "Mediation" processes specified in Sections 7.13 and 7.15. If the refusal is subject to Arbitration as provided in Section 7.16 then the parties shall follow such processes.

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

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

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

32. **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.

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

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

35. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this MDA, the Town and Master Developer each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Master Developer. The initial representative for the Town shall be the Mayor of the Town and the initial representative for Master Developer shall be Bob Martino. The parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this MDA and the development of the Project.

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

37. **Applicable Law.** This MDA is entered into in Wasatch 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.

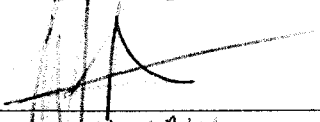
38. **Venue.** Any action to enforce this MDA shall be brought only in the Fourth District Court for the State of Utah, Wasatch County.

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

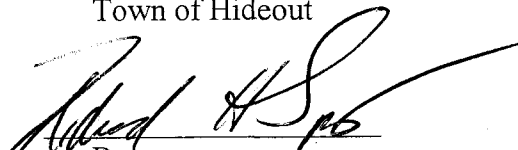
40. **Authority.** The parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the Town, the signature of the Mayor of the Town is affixed to this MDA lawfully binding the Town pursuant to Resolution No. 10-5 adopted by the Town on ^{MARCH} February 11, 2010.

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.

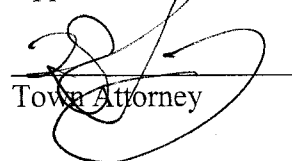
MASTER DEVELOPER
Mustang Development, LLC

By: 
Its: Robert Martinez

TOWN
Town of Hideout

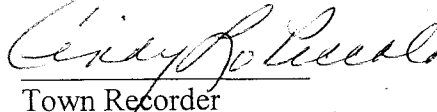
By: 
Its: Mayor

Approved as to form and legality:


Town Attorney

Clean final 03 04 10

Attest:


Town Recorder

TOWN ACKNOWLEDGMENT

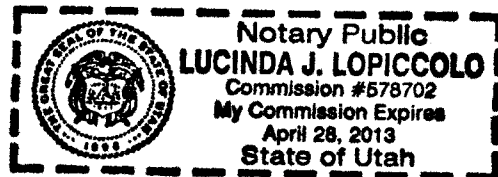
STATE OF UTAH)

:SS.

COUNTY OF WASATCH)

On the 11 day of ^{MARCH}~~February~~, 2010, personally appeared before me ^{RICHARD H.}~~SPRUNG~~ who being by me duly sworn, did say that he is the Mayor of the Town of Hideout, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the Town by authority of its City Council and said Mayor acknowledged to me that the Town executed the same.

Lucinda J. Lopiccolo
NOTARY PUBLIC

My Commission Expires: 4/28/13Residing at: Summit County

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)

SUMMIT :SS.

COUNTY OF ~~WASATCH~~)

On the 11 day of ^{MARCH}~~February~~, 2010, personally appeared before me Bob Martino, who being by me duly sworn, did say that he is the Manager of Mustang Development, LLC, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

Diann Green
NOTARY PUBLIC

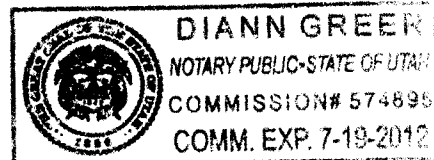
My Commission Expires: 7-19-12Residing at: Heber Utah

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B":	RSPA Zoning Map
Exhibit "C":	Town's Vested Laws
Exhibit "D"	Schedule of Previously Approved Phases
Exhibit "E"	Schedule of Previously Constructed Improvements
Exhibit "F"	Ridgeline Map

Exhibit "A"

Parcel B:

Tract No. 1:

The South one-half of Section 9, Township 2 South, Range 5 East, Salt Lake Base and Meridian, **EXCEPTING THEREFROM** the Northeast quarter of the Southwest quarter of said Section 9.

Tract No. 2:

All of Section 16, Township 2 South, Range 5 East, Salt Lake Base and Meridian, lying Northerly and Easterly of the East right-of-way line of the New State Highway 189, as set forth on the Right Of Way Plans of the Utah Department of Transportation, Project No. NF-61(3).

Tract No. 3:

Those portions of Government Lots 4, 5 and 6, of Section 17, Township 2 South, Range 5 East, Salt Lake Base and Meridian, lying Northerly and Easterly of the East right-of-way line of the New State Highway 189, as set forth on the Right Of Way Plans of the Utah Department of Transportation, Project No. NF-61(3).

Parcel C:

Tract No. 1:

Those portions of Government Lots 5 and 6; and the East one-half of the Southwest quarter of Section 17, Township 2 South, Range 5 East, Salt Lake Base and Meridian, lying Southerly and Westerly of the Southwesterly right-of-way line of the New State Highway 189, as set forth on the Right Of Way Plans of the Utah Department of Transportation, Project No. NF-61(3).

EXCEPTING THEREFROM the following described parcel:

A parcel of land in said East one-half of the Southwest quarter and the Southwest quarter of the Southeast quarter of Section 17, more particularly described as follows:

Point of Beginning lies South 88°32'14" West 2400.00 feet along the Section line from the Northeast corner of Section 20, Township 2 South, Range 5 East, said point has U.S.C. and G.S. plane grid coordinates North 839,790.42 feet and East 2,026,661.29 feet; thence South 88°32'14" West 1589.7 feet along said Section line; thence North 00°28'53" East 2666.2 feet along the West line of said East half of the Southwest quarter of Section 17; thence North 89°17'52" East 500.00 feet along the North property line; thence South 22°04'00" East 2839.7 feet to the Point of Beginning

Tract No. 2:

Those portions of the Northeast quarter of Section 20, Township 2 South, Range 5 East, Salt Lake Base and Meridian, lying Southerly and Westerly of the Southwesterly right-of-way line of the New State Highway 189, as set forth on the Right Of Way Plans of the Utah Department of Transportation, Project No. NF-61(3).

EXCEPTING THEREFROM the following described parcel:

Point of Beginning lies South 88°32'14" West 2400.00 feet along the Section line from the Northeast corner of Section 20, Township 2 South, Range 5 East, said point has U.S.C. and G.S. plane grid coordinates North 839,790.42 feet and East 2,026,661.29 feet; thence South 22°04'00" East 2813.20 feet; thence South 88°45'02" West 1290.20 feet along the South line of the Northeast quarter of said Section 20; thence North 00°44'35" West 2628.70 feet along the West line of the Northeast quarter of said Section 20; thence North 88°32'14" East 267.20 feet along said Section line to the Point of Beginning.

Tract No. 3:

Those portions of Government Lot 2; and the Southeast quarter of the Northwest quarter of Section 21, Township 2 South, Range 5 East, Salt Lake Base and Meridian, lying Southerly and Westerly of the Southwesterly right-of-way line of the New State Highway 189, as set forth on the Right Of Way Plans of

EXCEPTING THEREFROM any portions lying within the I.X.L. No. 3 Patented Lode Mining Claim M.S. 5554.

UDOT Parcel:

A parcel of land, being part of four tracts of property, situate in Lot 3 of Section 17, the Northeast quarter of the Northeast quarter of Section 20, the Northwest quarter of the Southeast quarter, and Lots 5 and 6 of Section 17, Lot 1 of Section 21, and the Southeast quarter of the Northwest quarter and Lot 2 of Section 21, all in Township 2 South, Range 5 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point in the new Westerly right of way and limited access line, to be established by this document, at a point 103.65 feet perpendicularly distant Southwesterly from the centerline of an expressway known as Project No. 61, as shown on the official map of said project on file in the office of the Utah Department of Transportation at Engineer Station 268+07.72, said point of beginning is approximately 885.80 feet south 00°45'07" East along the East line of said Section 17 from the East quarter corner of said Section 17, and 978.18 feet West; thence along said new Westerly right of way and limited access line the following 22 courses and distances: (1) South 22°42'13" East 32.62 feet to a point 103.48 feet perpendicularly distant Southwesterly from said centerline opposite Engineer Station 268+40.34; thence (2) South 06°11'13" East 323.51 feet to a point 193.89 feet perpendicularly distant Southwesterly from said centerline opposite Engineer Station 271+50.96; thence (3) South 06°25'34" West 292.76 feet to a point 335.12 feet perpendicularly distant Southwesterly from said centerline opposite Engineer Station 274+07.40; thence (4) South 21°16'33" East 182.64 feet to a point 338.76 feet perpendicularly distant Southwesterly from said centerline opposite Engineer Station 275+90.01; thence (5) South 83°05'21" East 275.30 feet to a point 98.75 feet perpendicularly distant Southwesterly from said centerline opposite Engineer Station 277+24.85; thence (6) South 22°43'23" East 96.41 feet to a point 98.23 feet perpendicularly distant Southwesterly from said centerline opposite Engineer Station 278+21.26; thence (7) South 44°38'00" West 18.03 feet to a point 114.83 feet perpendicularly distant Southwesterly from said centerline opposite Engineer Station 278+21.26; thence (8) South 13°49'06" East 265.16 feet to a point 154.47 feet perpendicularly distant Southwesterly from said centerline opposite Engineer Station 280+90.47; thence (9) South 28°54'26" East 298.35 feet to a point 120.75 feet perpendicularly distant Southwesterly from said centerline opposite Engineer Station 283+86.91; thence (10) South 22°01'59" East 608.92 feet to a point 124.82 feet perpendicularly distant Southwesterly from said centerline opposite Engineer Station 289+95.82; thence (11) South 78°20'34" East 18.03 feet to a point 109.89 feet perpendicularly distant Southwesterly from said centerline opposite Engineer Station 290+05.92; thence (12) South 22°21'39" East 36.13 feet to a point 109.93 feet perpendicularly distant Southwesterly from said centerline opposite Engineer Station 290+42.05; thence (13) South 13°41'49" West 228.59 feet to a point 244.96 feet perpendicularly distant Southwesterly from said centerline opposite Engineer Station 292+24.67; thence (14) South 05°54'44" East 45.00 feet to a point 258.26 feet perpendicularly distant Southwesterly from said centerline opposite Engineer Station 292+65.73; thence (15) South 40°11'36" East 64.14 feet to a point 240.09 feet perpendicularly distant Southwesterly from said centerline opposite Engineer Station 293+23.54; thence (16) South 72°25'46" East 44.92 feet to a point 206.72 feet perpendicularly distant Southwesterly from said centerline opposite Engineer Station 293+51.60; thence (17) South 53°27'17" East 180.48 feet to a point 124.68 feet perpendicularly distant Southwesterly from said centerline opposite Engineer Station 295+02.13; thence (18) South 22°21'39" East 124.96 feet to a point 140.75 feet perpendicularly distant Southwesterly from said centerline opposite Engineer Station 296+19.28; thence (19) South 43°21'07" East 711.65 feet to a point 94.75 feet perpendicularly distant Southwesterly from said centerline opposite Engineer Station 302+97.24; thence (20) South 46°03'51" East 262.54 feet to a point 118.68 feet perpendicularly distant Southwesterly from said centerline opposite Engineer Station 305+47.18; thence (21) South 54°25'19" East 773.38 feet to a point 239.55 feet perpendicularly distant Southwesterly from said centerline opposite Engineer Station 312+58.76; thence (22) South 35°37'34" West 31.97 feet to a point in the existing Westerly right of way and limited access line to be abandoned by this document; thence along said existing Westerly right of way and limited access line the following 11 courses and distances: (1) North 54°22'27" West 774.88 feet; thence (2) Northwesternly 604.29 feet along the arc of a 2441.831 foot radius curve to the right (Note: Chord to said curve bears North 47°17'04" West for a distance of 602.75 feet); thence (3) North 40°11'42" West 780.28 feet; thence (4) North 05°54'44" West 281.60 feet; thence (5) North 22°25'00" West 1200.00 feet; thence (6) North 61°04'35" West 256.12 feet; thence (7) North 26°59'26" West 250.80 feet; thence (8) North 00°36'55" West 592.37 feet; thence (9) North 22°25'00" West 1015.91 feet; thence (10) North 36°58'53" West 297.98 feet; thence (11) North 29°22'04" West 666.03 feet; thence along said new Westerly right of way and limited access line the following 8 courses and distances: (1) North

60°37'57" East 64.87 feet to a point 118.46 feet perpendicularly; distant Southwesterly from said centerline opposite Engineer Station 247+79.23; thence (2) South 28°10'16" East 506.98 feet to a point 171.90 feet perpendicularly distant Southwesterly from said centerline opposite Engineer Station 253+11.09; thence (3) South 32°19'31" East 241.47 feet to a point 146.77 feet perpendicularly distant Southwesterly from said centerline opposite Engineer Station 255+64.87; thence (4) South 37°42'30" East 203.18 feet to a point 95.17 feet perpendicularly distant Southwesterly from said centerline opposite Engineer Station 257+64.95; thence (5) South 21°48'48" East 386.03 feet to a point 99.24 feet perpendicularly distant Southwesterly from said centerline opposite Engineer Station 261+50.98; thence (6) South 18°09'19" East 322.88 feet to a point 123.23 feet perpendicularly distant Southwesterly from said centerline opposite Engineer Station 264+72.97; thence (7) South 23°12'59" East 324.85 feet to a point 118.69 feet perpendicularly distant Southwesterly from said centerline opposite Engineer Station 267+97.79; thence (8) South 78°58'37" East 18.03 feet to the point of Beginning.

Wahl Parcel

A parcel of land located in the Southeast quarter of the Northwest quarter of Section 17, Township 2 South Range 5 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point South 89°33'19" West 3996.525 feet and South 0°15'12" West 1759.20 feet from the Northeast corner of Section 17, Township 2 South Range 5 East, Salt Lake Base and Meridian; and running thence North 89°23'57" East 1112.85 feet; thence South 0°05'38" West 875.12 feet to the center section line; thence South 89°19'16" West along said center section line 1115.31 feet to the West line of the East one-half of the Northwest quarter of said Section 17; thence North 0°15'12" East along said West line 876.67 feet to the point of beginning.

Salt Lake Exchange/Shoreline Parcel

A parcel of land located in the Southwest quarter of the Northeast quarter and in the Southeast quarter of the Northwest quarter of Section 17, Township 2 South, Range 5 East, Salt Lake Base and Meridian, more particularly described as follows:

BEGINNING at a point South 89°33'19" West 1778.805 feet and South 0°03'56" East 1753.04 feet from the Northeast corner of Section 17, Township 2 South Range 5 East, Salt Lake Base and Meridian; and running thence South 0°03'56" East 873.57 feet to the center of section line; thence South 89°19'16" West along said center section line 1117.16 feet; thence North 0°05'38" East 875.12 feet; thence North 89°23'57" East 1114.71 feet to the point of BEGINNING.

Less and Excepting:

A Parcel of land in fee for an expressway known as Project No. NF-61, being part of an entire tract of property, situate in Lot Three (3) of Section Seventeen (17) Township Two (2) South, Range Five (5) East, Salt Lake Base and Meridian, Utah, more particularly described as follows:

Beginning at the Northeast corner of said entire tract, which point is 446.11 feet South 89°17'52" West (highway bearing) and 873.32 feet North 0°32'35" East (highway bearing) from the Southeast corner of said Lot 3; thence South 89°23'57" West (which equals highway bearing South 89°23'00" West) 124.71 feet along the North boundary line of said entire tract; thence South 29°22'04" East 250.05 feet to the East boundary line of said entire tract; thence North 0°03'56" West (North 0°32'35" East highway bearing) 219.27 feet along said East boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

BOR Parcel:

A parcel of land located in the Southwest corner of Lot 1, Section 21, Township 2 South, Range 5 East, Salt Lake Base and Meridian, and being more particularly described as follows:

Commencing at a point that lies South 00°05'40" East 793.89 feet from the Northwest corner of said Section 21; thence running South 40°11'42" East 570.29 feet; thence along a regular curve to the left, having a radius of 2,441.83 feet, and having a length of 93.06 feet; thence North 89°52'57" West 428.63 feet to the Southwest corner of Lot 1; thence North 00°05'40" West 504.66 feet to the point of beginning.

Excepting From All of the above described property, any portions lying within Summit County, Utah.

RSPA ZONING MAP - DENSITY POD AREAS MASTER PLAN

Exhibit "B"

Area	Acreage
1	46.439
2	11.585
3	12.824
4	9.800
5	27.559
6	45.890
7	18.055
8	72.567
9	106.803
10	123.224
11	106.738

Overall Acreages

Mustang Prop Inside of Town	696.156
Mustang Prop Outside of Town	279.899
Mustang Dev.	283.716
Salt Lake Exchange	22.54
Wahl	23.56
Total	1305.871
Total Acres in Town of Hideout	1025.972

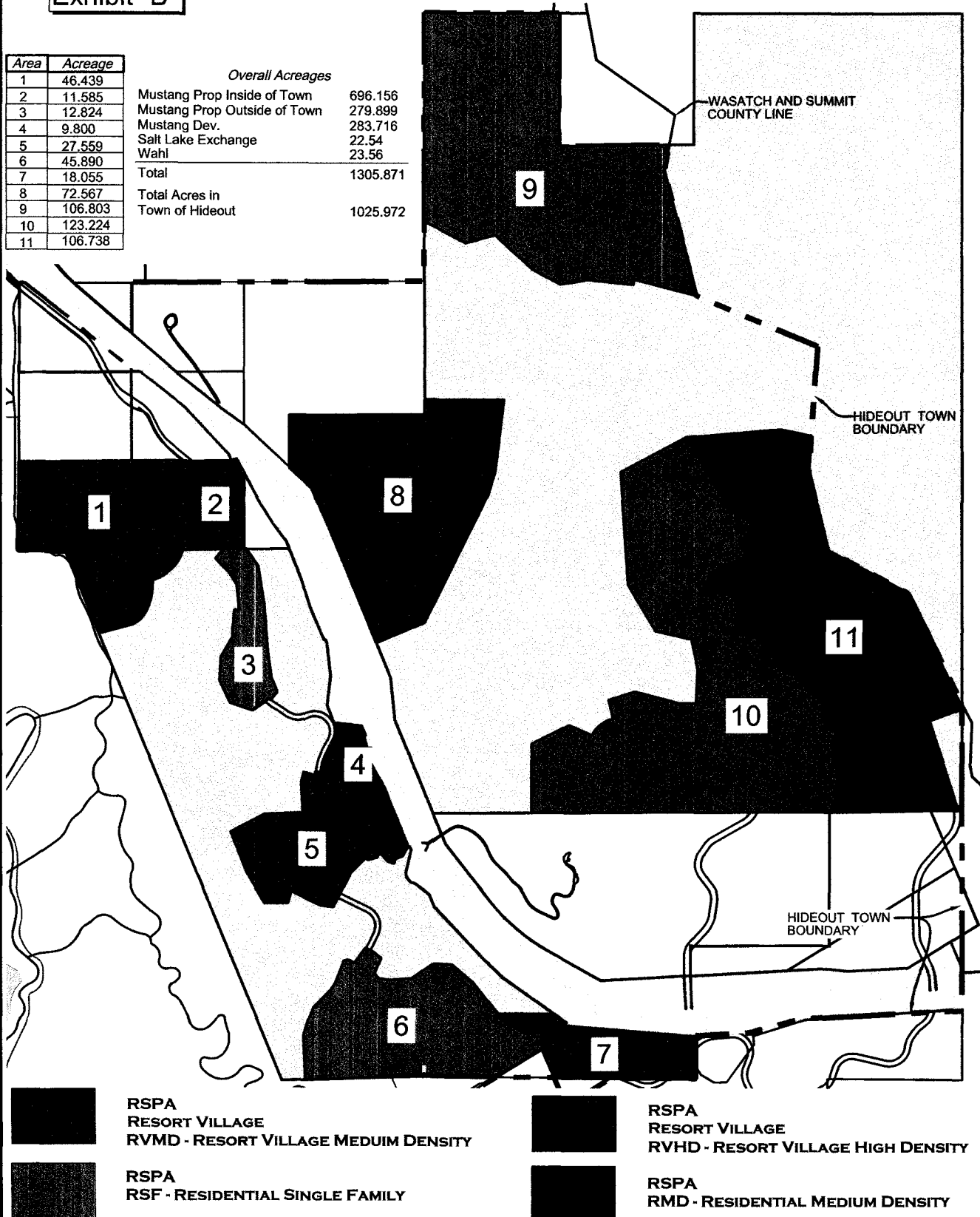


Exhibit "C"

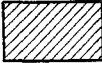
The Complete Town of Hideout Utah Code Current March 18, 2009.

Exhibit "D"

Area/Phase	Approvals	Platting
Silver Sky		
Phase 5a *	Final	Recorded Plat
Phase 5b *	Final	No Record Plat
Reflection Ridge		
Phase 8	Final	Recorded Plat
Overlook Village		
Phase 1	Final	Recorded Plat
Glistening Ridge		
Phase 2 & 4	Final	Recorded Plat
Shoreline Village		
Multi-Family	Prelim on old layout	No Record Plat
Soaring Hawk *		
	Final	No Record Plat

Exhibit "E"



 Area with Improvements*

* Improvements include but are not limited to:

- Roads
- Curb & Gutter
- Retaining Walls
- Sanitary Sewer
- Culinary Water
- Secondary Water
- Storm Drain
- Detention basins
- Electricity
- Gas
- Telephone

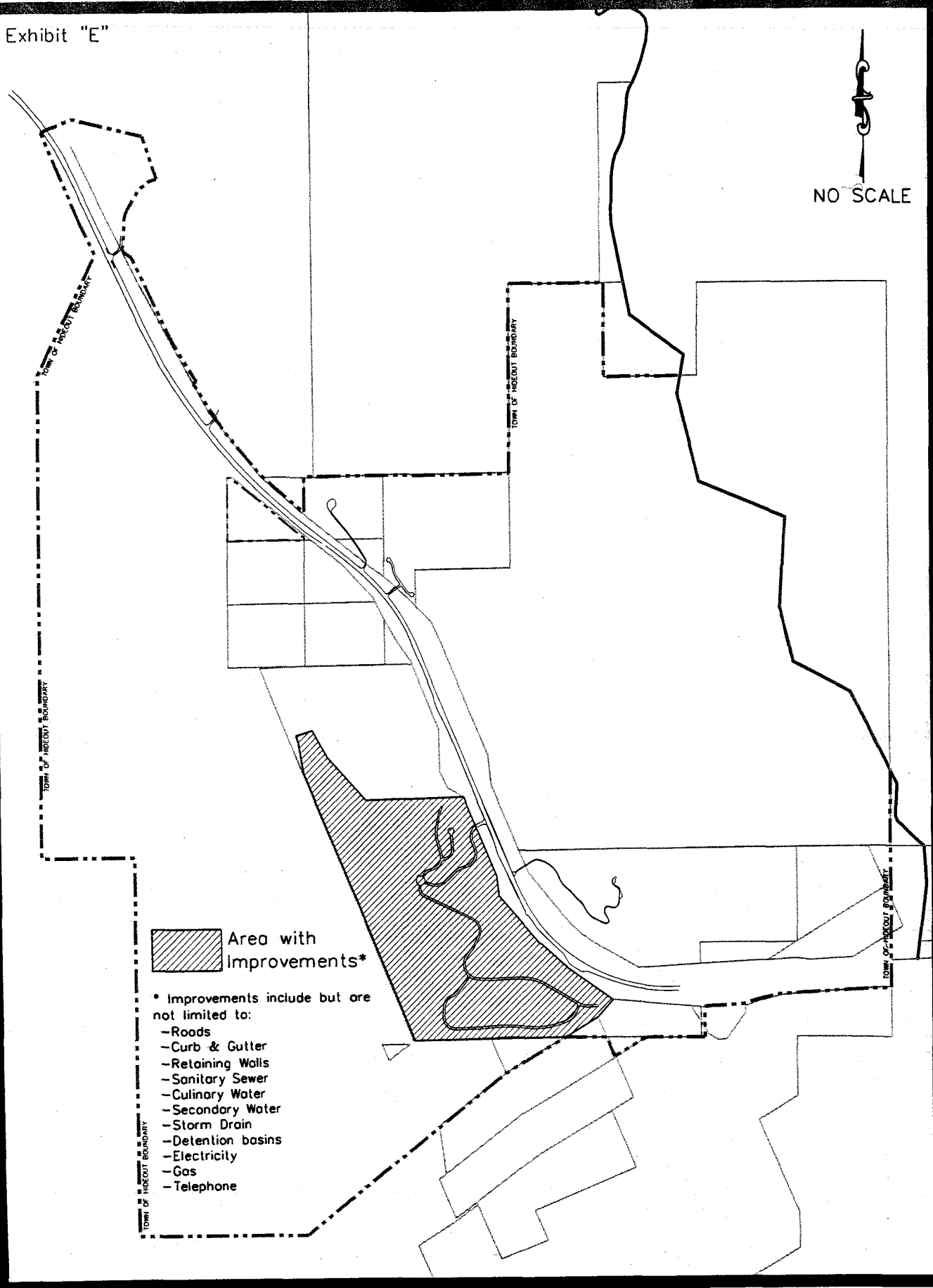
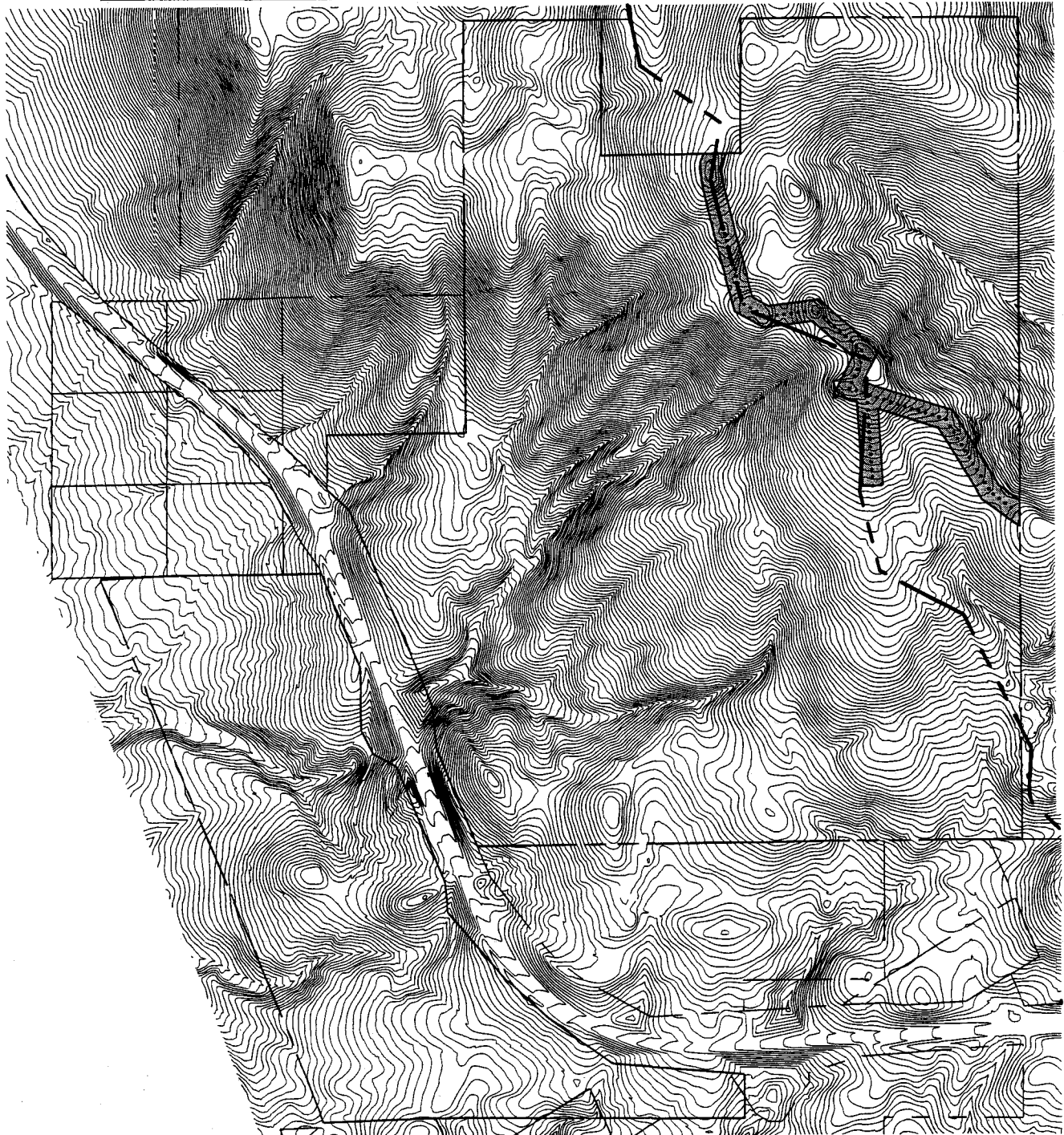


Exhibit "F"

Primary Ridge Line



Limited Build Zone

(100' Each Side of the Ridge Line)

No Vertical Structures Allowed

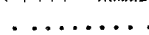
Surface Improvements Permitted

-Roads

-Landscaping

-Trails

-Other Unobtrusive Improvements



Ridge Line

WASATCH COUNTY TAX SERIAL NUMBERS

OHI-0013	OHK-1001	OHK-2002	OHK-2A050	OHK-8001
OHI-0016	OHK-1002	OHK-2003	OHK-2A051	OHK-8002
OHI-0016-1	OHK-1003	OHK-2004	OHK-2A052	OHK-8003
OHI-0016-2	OHK-1004	OHK-2005	OHK-2A053	OHK-8004
OHI-0002	OHK-1005	OHK-2006	OHK-2AR19	OHK-8005
OHI-0003	OHK-1006	OHK-2007	OHK-2AR20	OHK-8006
OHI-0020	OHK-1007	OHK-2008	OHK-2AR21	OHK-8007
OHI-0020-1	OHK-1008	OHK-2009		OHK-8008
OHI-0021	OHK-1009	OHK-2010		OHK-8009
OHI-0023	OHK-1010	OHK-2011	OHK-4R01	OHK-80R1
OHI-0023-1	OHK-1011	OHK-2012	OHK-4R02	OHK-80R2
OHI-0024	OHK-1012	OHK-2013	OHK-4R03	OHK-80R3
OHI-0025	OHK-1013	OHK-2014	OHK-4R04	OHK-80R4
OHI-0028	OHK-1014	OHK-2015	OHK-4R05	OHK-80R5
OHI-0029	OHK-1015	OHK-2016	OHK-4R06	OHK-80R6
OHI-0030	OHK-1016	OHK-2017	OHK-4R07	OHK-80PN
OHI-0032	OHK-1017	OHK-2018	OHK-4R08	
OHI-0033	OHK-1018	OHK-2019	OHK-4R09	
OHI-0036	OHK-1019	OHK-2020	OHK-4R10	
OHI-0039	OHK-1020	OHK-2021	OHK-4R11	
OHI-0042	OHK-1021	OHK-2022	OHK-4R12	
OHI-0043	OHK-1022	OHK-2023	OHK-4R13	
OHI-0047	OHK-1023	OHK-2024	OHK-4R14	
	OHK-1024	OHK-2025	OHK-4R15	
	OHK-1025	OHK-2026	OHK-4R16	
	OHK-1026	OHK-2027	OHK-4R17	
OHK-00C1	OHK-1027	OHK-2028	OHK-4R18	
OHK-00C2	OHK-1028	OHK-2029		
OHK-00C3	OHK-1029	OHK-2030	OHK-5050	
OHK-00C4	OHK-1030	OHK-2031	OHK-5051	
OHK-00C5	OHK-1031	OHK-2032	OHK-5052	
	OHK-1032	OHK-2033	OHK-5053	
	OHK-1033	OHK-2034	OHK-5054	
	OHK-1034	OHK-2035	OHK-5055	
	OHK-1035	OHK-2036	OHK-5056	
	OHK-1036	OHK-2037	OHK-5057	
	OHK-1037	OHK-2038	OHK-5058	
	OHK-1038	OHK-2039	OHK-5059	
	OHK-1039	OHK-2040	OHK-5060	
	OHK-10T1	OHK-2041	OHK-5061	
	OHK-10T2	OHK-2042	OHK-5062	
	OHK-10T3	OHK-2043	OHK-5063	
	OHK-10T4	OHK-2044	OHK-5064	
	OHK-10T5	OHK-2045	OHK-5065	
	OHK-10T6	OHK-2046	OHK-5066	
	OHK-10T7	OHK-2047	OHK-5067	
	OHK-10T8	OHK-2048	OHK-5068	
		OHK-2049	OHK-5069	
		OHK-20P1	OHK-5070	
		OHK-20P2	OHK-5071	
		OHK-20P3-A	OHK-5072	
		OHK-20P3-B	OHK-5073	
		OHK-20P3-C	OHK-5074	
			OHK-5075	