

After recording, please send to:

Town of Fairfield

Attn: Town Clerk

Address:

Address:

APN: 59:065:0070 and 59:065:0067

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is between the Town of Fairfield, a Utah municipal corporation ("Town"), and Fairfield Industrial Park, LLC, a Utah corporation ("Applicant").

RECITALS

WHEREAS, the Applicant is the owner of certain real property identified as Utah County Assessor Parcel Number(s): 59:065:0070 and 59:065:0067, which is more specifically described in the attached **Exhibit A** ("Property") and is approximately located at 600 South Allen Ranch Road; and

WHEREAS, the Property is subject to the Fairfield, UT Code of Ordinances ("Code"); and

WHEREAS, the Applicant desires to develop the Property for use as an industrial park ("Project"), in accordance with the concept plan attached hereto as **Exhibit B** ("Concept Plan"); and

WHEREAS, in furtherance of the Applicant's desire to develop the Project, the Applicant has requested that the Town apply modified zoning standards to the Project, in accordance with the Code as modified by the Design Standards attached to **Exhibit E**; and

WHEREAS, the Fairfield Town Council ("Town Council"), acting pursuant to its authority under Utah Code § 10-9a-102(2) et seq., as amended, and the Code, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to exercise its legislative discretion to enter into this Agreement for the purpose of regulating the development of the Project pursuant to the terms contained herein.

NOW, THEREFORE, the parties agree as follows:

TERMS

1. **Definitions.** Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Code.

2. **Enforceability.** This Agreement shall be enforceable, and the rights of Applicant relative to the Property shall vest, only if the Town Council, in its sole legislative discretion, approves this Agreement pursuant to Resolution No. , a copy of which is attached as **Exhibit D**.

3. **Effective Date.** This Agreement is effective as of the day, the Town Council approves the Resolution ("Effective Date"). The Applicant shall sign the Agreement within 30 days of the Effective Date and record it with the Utah County Records Office. Failure to comply with this section shall automatically terminate the Agreement.

4. **Conflicting Terms.** The Project shall be developed in accordance with the requirements and benefits of the Code, and this Agreement as of the Effective Date. If there is a discrepancy between the requirements of the Code, and this Agreement, this Agreement shall control.

5. **Development Obligations.**

A. Concept Plan. The Applicant shall develop the Project in accordance with the Concept Plan.

B. Uses. The Property shall be entitled to all uses otherwise permitted under the Code, in addition to those uses listed in **Exhibit E**.

C. Phasing. The Project may be constructed in four phases. Each phase must contain at least 9 lots or acres.

D. Development Standards.

i. Water. Prior to the issuance of any building permit within the Project, the Applicant shall convey to the Town 10 acre-feet of water, which the Town will hold in a designated "Water Bank." At the time of each building permit application, the Applicant or lot owner shall submit a water use analysis prepared by Bowen and Collins estimating the expected water demand based on the proposed use. The Town will deduct the estimated amount from the Water Bank. The Applicant shall ensure that the Water Bank maintains a minimum balance of 5 acre-feet at all times. If a lot or building owner seeks to change the approved use, the owner shall provide

an updated analysis from Bowen and Collins demonstrating either that the new use does not exceed the previously allocated water or, if it does, shall convey to the Town sufficient additional water to meet the increased demand.

ii. Well and Pumphouse.

1. As a condition precedent to the issuance of any building permit within Phase 1 of the Project, the Applicant shall convey Lot ___ of the Project ("Well Lot") to Town for the purpose of constructing a functional well and pumphouse to serve the Project and other properties, as the Town determines. If the Town does not construct a well and pumphouse within ten (10) years of the Effective Date of this Agreement, the fee title ownership of the Well Lot, shall automatically revert to the Association. The nature of the reversionary interest will be documented by the conveying deed, which will establish that the conveyance is "fee simple subject to a possibility of reverter".

2. If the Town and the Applicant agree in writing to a reimbursement mechanism acceptable to both parties, the Applicant shall construct the pumphouse and related improvements. In such case, the Town shall cooperate in good faith to facilitate the construction and reimbursement process consistent with the agreed-upon terms.

E. Rights-of-Way.

i. All roads within the Project as shown on Exhibit C ("Roads"), including all curbs, gutters, and the 13-foot wide Road buffer between the property lines and the curb on each side of the Roads (collectively, "Road Improvements") shall be private and constructed by the Applicant in accordance with the Code. Each Road and all Road Improvements shall be owned and maintained by the Applicant at the Applicant's sole cost and expense, unless and until such Roads and Road Improvements are dedicated to the Town, and the Town accepts the dedications.

ii. The Applicant shall grant to the Town, at no cost, perpetual access easements over all private Roads and Road Improvements within the Project for purposes of inspection, emergency access, and enforcement of applicable laws, regulations, and agreements. Such easements shall be

recorded prior to or concurrently with any final plat affecting the applicable Roads. The Town shall have the right, but not the obligation, to enter upon any private Road to perform inspections or take reasonable action necessary to protect public health, safety, and welfare.

iii. Upon sixty (60) days' written notice from the Town, the Applicant shall dedicate all private Roads and Road Improvements within the Project, to the Town at no cost to the Town. As a condition of dedication, the Applicant shall ensure that the Roads and Road Improvements are in good condition and fully compliant with this Agreement and the Code as of the date such dedication goes into effect ("Road Standards"). The Town may not require (i) the Applicant or (ii) any future owner of a lot within the Project, including if applicable the Applicant ("Property Owners"), to dedicate fewer than all the Roads and Roadway Improvements, and in return Town shall not be obligated to accept any dedication unless and until the Roads and Road Improvements meet the Road Standards. If the Roads or Road Improvements are not up to standard and the Applicant fails to bring the Roads or Road Improvements to standard, the Town may bring the Road and Road Improvements to standard and charge the Applicant for those related costs.

F. Noise Restrictions. No Property Owner may generate or allow to be generated noise levels exceeding Eighty-Five (85) decibels, as measured at any point on the Property Owner's property line ("Acceptable Noise Level"). The Town may require the Property Owner to remedy noise levels if operations consistently exceed the Acceptable Noise Level. In addition, the Town may initiate enforcement proceedings, including the issuance of notices of violation or other remedies available under law or this Agreement, against the Property Owner responsible for a violation of this provision.

G. Design Standards. The construction of each building in the Project must comply with the design standards attached hereto as **Exhibit E** ("Design Standards").

H. Management Plan. The Project will be managed by a common association created by the Applicant ("Association"), which shall record Covenants, Conditions, Restrictions ("CC&Rs") for the Project. Before approving any preliminary or final plat for any phase of the Project, the Town shall review the CC&Rs and ensure that they are consistent with this Agreement and will be recorded against the Property.

I. Amenities.

i. Landscaping. Each Property Owner shall complete all required front yard landscaping prior to the Town issuing a certificate of occupancy. If the Property Owner is unable to complete the required front yard landscaping at the time a certificate of occupancy (i.e., during wintertime) is applied for, the Applicant may, in lieu of completing the required landscaping improvements, provide a bond or other financial assurance acceptable to the Town. The amount of such bond or other financial assurance shall be determined by the Property Owner's engineer or other landscaping professional. The bond shall be conditioned upon the completion of the front yard landscaping within a time period specified by the Town, not to exceed one year from the date of issuance of the certificate of occupancy.

ii. Trail and Park.

1. The Project shall include a trail ("Trail") and a park ("Park"), both of which shall be constructed by the Applicant in accordance with the Amenity Approval Process. The primary amenity in the Park will be a pickleball court. The Applicant shall be solely responsible for all costs associated with the construction of the Trail and Park. After construction, the Association shall be responsible for maintaining the Trail and Park. Once building permits have been issued for 59.71 acres of the available land area in the Project, the Applicant shall complete the construction of the Trail and Park before a building permit is issued for any additional lots. The Town may withhold issuance of any building permits or certificates of occupancy if the Trail and Park are not substantially completed by that time.

2. The Trail and Park shall remain privately owned and maintained, and neither shall be dedicated to the Town unless otherwise mutually agreed to in writing by the Town and the Applicant or if applicable the Association.

3. The Applicant shall ensure that the obligation to maintain the Trail and Park is clearly set forth in the CC&Rs, including provisions requiring that such maintenance responsibilities run with the land. The CC&Rs shall further provide that while the public at large may use the Trail and Park, the Association shall still have the authority to regulate who may or may not specifically use the Trail and Park and that it may enforce rules and regulations related to the use thereof. This authority shall include the right to restrict or prohibit access to the Trail or Park by any individual who violates such rules or regulations. Unless, specifically dedicated to the Town, the public's use of the Trail and Park may not constitute a public use in such a way as to create any prescriptive right in the Trail or Park.

4. Amenity Approval Process. The Applicant shall submit a set of plans ("Amenity Plans") to the Town for approval prior to the development of the Trail and Park. The Amenity Plans must include a site plan, along with a detailed description of the amenities and elevations or other depictions of the proposed features. The Town shall have 21 days from the date of submission to review the Amenity Plans and provide any feedback. If no feedback is received within this period, the plans shall be deemed automatically approved. In the event that feedback is provided, the Applicant shall address the comments and resubmit the revised Amenity Plans, which will initiate a 14 day review period. If after three rounds of comments the Town has not approved the Amenity Plans, the parties may proceed to the dispute resolution procedures, including mediation, as outlined in this Agreement.

J. Soil Testing. Arsenic testing has been completed by a certified lab as requested by the Town. The test results found that arsenic levels within the soil were within the acceptable levels provided by the Code. No additional arsenic testing is required by any Property Owner before they are granted a building permit.

K. Compliance with Code. The Project must comply with the Code, except where Code requirements are otherwise modified by this Agreement.

L. Building Facades. Building facades for buildings within the Project, should align with the examples shown in **Exhibit F**.

6. **Minor Changes.** The Town Administrator, after conferring with the Town Attorney and Engineer, may approve minor modifications to the standards contained in Section 5, if, such a modification, in the Town's discretion, will improve the function or aesthetics of the Project.

7. **Town Obligations.** The Town shall review development applications with respect to the Property in a timely manner, consistent with the Town's routine development review practices and in accordance with all applicable laws and regulations.

8. **Infrastructure Reimbursement.**

A. The parties agree to enter into a separate pioneering agreement, subject to approval by the Town Council, establishing the terms under which the Applicant may be reimbursed by future property owners or users who benefit from the improvements constructed along the road currently designated as 750 South. The Town acknowledges that the infrastructure to be installed by the Applicant, including but not limited to approximately eight (8) feet of asphalt, will provide direct benefit to adjacent properties, including those owned by the adjoining property owner(s).

B. The Town agrees to reasonably cooperate in implementing a reimbursement mechanism requiring future connecting property owners to pay a proportionate share of the Applicant's construction costs. The reimbursement shall be based on the extent of benefit received by each adjacent property, considering factors such as frontage, access, and utility use.

C. The pioneering agreement shall clearly define the proportional share to be paid by each benefiting property, ensuring that the allocation is equitable based on the benefit derived from the infrastructure improvements. The Town shall not approve or issue any building permits or final approvals for properties benefiting from the improvements unless the required reimbursement has been paid to the Applicant in accordance with the terms of the pioneering agreement.

9. **Vested Rights and Reserved Legislative Powers.**

A. Vested Rights. Consistent with the terms and conditions of this Agreement, the Town agrees Applicant has the vested right to develop and construct the Project during the Term of this Agreement in accordance with: (i) the Code, and (ii) the terms of this Agreement. The parties hereby agree that the Applicant's vested rights shall be in the version of the Code attached hereto as

Exhibit XX, subject to the amendments made by the ordinances attached hereto as Exhibit YY, which shall prevail over any conflicting provisions in the Code attached to Exhibit XX.

B. Reserved Legislative Powers. The Applicant acknowledges that the Town 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 Town all of its police power that cannot be so limited. Notwithstanding, the retained power of the Town to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Applicant under this Agreement and with respect to use under the zoning designations as referenced in this Agreement 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 change affecting the vested rights of the Property shall be of general application to all development activity in Town and Utah County; and, Applicant shall be entitled to prior written notice and an opportunity to be heard to the Town Council with respect to the proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine. Notwithstanding the foregoing, the Town may take immediate legislative or administrative action affecting the Property if necessary to respond to a bona fide emergency, such as wildfire, contaminated water supply, or geologic hazard, that poses a clear and present danger to public health, safety, or welfare.

10. **Effectiveness of Agreement.** This Agreement shall become effective only upon execution by both parties, which must occur within thirty (30) days following the City's adoption of the Resolution. If the Resolution is approved, the Town must execute this Agreement. If Applicant fails to execute this Agreement within that time, the Applicant shall not obtain any vested rights under this Agreement, and the Agreement shall automatically be deemed null and void without further action by either party.

11. **Term.** This Agreement shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the parties mutually agree to extend the Term, this Agreement shall not extend further than a period of fifteen (15) years from its date of recordation in the official records of the Utah County Recorder's Office ("Term"). Notwithstanding the foregoing, the Applicant may terminate this Agreement at any point during the Term, provided that (i) construction on the Project has not commenced, or (ii) if construction has commenced, termination shall only apply to future phases of the Project, and the Applicant shall remain responsible for

constructing the Trail and Park.

12. General Provisions.

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

If to Town:

If to Applicant:

Sam Smith

With a copy to:

Buchalter P.C.
Attn: Wesley Felice
60 E South Temple, Suite 1200
Salt Lake City, UT 84111
wfelice@buchalter.com

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

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

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

E. Authority. The parties to this Agreement represent that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Applicant represents and warrants that it is fully formed and validly existing under the laws of the State of Utah and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Applicant and Town warrant to each other that the individuals executing this Agreement on behalf of their respective party are authorized and empowered to bind the party on whose behalf each individual is signing. Applicant represents to Town that by entering into this Agreement, the Applicant has bound all persons and entities having a legal or equitable interest in the terms of this Agreement as of the Effective Date.

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

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

H. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Applicant's ability to complete the Project as set forth in the Concept Plan is not defeated by such severance.

I. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. The parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Utah County, Utah. The

parties hereby expressly waive any right to object to such choice of law or venue.

J. Disputes. Defaults, denials, claimed breaches, or other matters subject to this Agreement that are disputed by the parties are subject to the following procedures of resolution:

i. Meet and Confer. Prior to mediation as provided herein, the parties to any dispute hereunder shall meet within thirty (30) calendar days of a request to meet and confer to resolve the dispute. Disputes that are unresolved after the parties meet and confer shall be resolved by mediation, then by litigation.

ii. Mediation. The parties shall attempt, within thirty (30) calendar days (or such longer period as mutually agreed in writing), to appoint a mutually acceptable mediator knowledgeable about the denial, default, or dispute. If the parties cannot agree on a single mediator within that period, each party shall, unless otherwise agreed, appoint its own representative within ten (10) business days (or such longer period as mutually agreed), and those representatives shall jointly select the mediator. Within ten (10) business days (or such longer period as mutually agreed) after the mediator's selection, each party shall provide the mediator and the other party a position paper setting forth its respective position, including relevant facts or circumstances. The mediator shall, within fourteen (14) calendar days (or such longer period as mutually agreed), review the parties' positions and schedule the mediation. The mediator's final decision shall not be binding on the parties.

iii. Appeals. In the event that, in Applicant's reasonable discretion, the mediation provisions of this Agreement would interfere with Applicant's ability to timely appeal a final land use decision, Applicant may, at its option, (i) appeal the final decision, and (ii) move to mediate the dispute. However, before either party files a responsive pleading, including an answer, to the appeal, the parties shall first follow the dispute process contained in this Agreement. If the parties successfully mediate the dispute, the Applicant must withdraw its appeal. However, Applicant is not obligated to withdraw its appeal under any other circumstances and may simultaneously pursue mediation while litigating the appeal. Under no circumstances shall the mediation provisions of this Agreement interfere with Applicant's rights to timely file any appeal..

iv. Litigation. If the parties are unable to resolve the denial, default, or dispute through mediation, either party may pursue any remedies available at law or in equity, including initiating litigation.

v. Termination. The Town may terminate this Agreement following a judicial determination that a material default by the Applicant remains unresolved after Town has given Applicant or in some cases Property Owner, notice and a reasonable opportunity to cure the default.

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

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

M. No Third-Party Rights. The obligations of Applicant and Town set forth in this Agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein.

N. Assignment. The Applicant may assign or transfer this Agreement, or any rights or obligations hereunder, without the prior written consent of the Town. Upon such assignment, the Applicant shall be released from all further obligations under this Agreement, provided that the assignee assumes all of the Applicant's obligations hereunder in writing.

O. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

P. Recitals and Exhibits. The recitals set forth at the beginning of this Agreement and the Exhibits referenced throughout, are incorporated herein by reference and made a part of this Agreement as if fully set forth herein.

To evidence the parties' agreement to this Agreement, each party has executed it on the date stated under that party's name.

[SIGNATURE PAGE FOLLOWS]

TOWN

Approved as to form:

Signature: _____

By: _____

Legal Department/Office

Its: _____

Date: _____

State of _____)

§

County of _____)

On this ____ day of _____, 20____, before me personally came
_____ (name of document signer), whose identity
is personally known to me (or proven on the basis of satisfactory evidence) and who
duly sworn/affirmed to me that he/she is the Mayor of
_____ (Town) and said he/she has the authority of said
Town to sign this instrument and said Town executed the same.

Notary Public

(seal)

APPLICANT

Signature: _____

By: _____

Its: _____

Date: _____

Acknowledgement

State of _____)

§

County of _____)

On this ____ day of _____, 20____, before me personally came
_____ (name of document signer), whose identity
is personally known to me (or proven on the basis of satisfactory evidence) and who
duly sworn/affirmed to me that he/she is the _____ (title of
office) of _____ (name of corporation/trust/entity) and said
he/she has the authority of said corporation/trust/entity to sign this instrument and said
corporation/trust/entity executed the same.

Notary Public

(seal)

EXHIBIT A
Property Description

The land referred to in this report is situated in the County of Utah, State of Utah, and is described as follows: Parcel 1:

Beginning at the South Quarter Corner of Section 32, Township 6 South, Range 2 West, Salt Lake Base and Meridian (Basis of bearings is North 0°25'28" East between said South Quarter Corner and a Wilson rebar & cap marking the Center of said Section 32) and running thence along the South Line of the Southwest Quarter of said Section 32, North 89°35'50" West 1,447.093 feet to the Centerline of Camp Floyd Cemetery Road, thence along said Centerline the following (3) courses: 1) North 01°29'00" West 649.986 feet, 2) North 00°16'30" East 320.000 feet, 3) North 02°22'00" East 296.513 feet to a point lying 66.000 feet perpendicularly South and parallel to an East-West 40 Acre Line, thence along said 66.000 feet perpendicularly South and parallel line South 89°33'15" East 1,459.517 feet to a point on the East Line of the Southwest Quarter of said Section 32, thence along said East Line South 00°25'28" West 1,264.875 feet to the point of beginning.

The above-described property is also known by the street address of: Vacant Land, Fairfield, UT 84013 APN: 59-065-0067

Parcel 2:

Beginning at a point on the East Line of the Southwest Quarter of Section 32, Township 6 South, Range 2 West, Salt Lake Base and Meridian, said point lies North 00°25'28" East 1,264.875 feet along said East Line from the South Quarter Corner of Section 32, Township 6 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 89°33'15" West 1,459.517 feet to a point on the Centerline of Camp Floyd Cemetery Road, thence along said Centerline North 02°22'00" East 66.037 feet to an East-West 40 Acre Line, thence along said East-West 40 Acre Line South 89°33'15" East 118.000 feet to a North-South 40 Acre Line, thence along said North-South 40 Acre Line, North 00°35'18" East 1,001.899 feet, thence South 89°30'45" East 1,336.414 feet to a point on said East Line of said Southwest Quarter, thence along said East Line South 00°25'28" West 1,066.925 feet to the point of beginning.

The above-described property is also known by the street address of: Vacant Land, Fairfield, UT 84013 APN: 59-065-0070

Property Depiction

(See Attached)

EXHIBIT B

Concept Plan

(See Attached)

EXHIBIT C

Depiction of the Roads

(See Attached)

EXHIBIT D

Resolution _____

(See Attached)

EXHIBIT E

FAIRFIELD INDUSTRIAL PARK

DESIGN AND DEVELOPMENT STANDARDS

1. **Project Overview.** The Fairfield Industrial Properties Subdivision consists of 47 one-acre Lots which accommodate industrial and commercial uses (“Project”). The Subdivision is located in the Town’s Light Industrial West Zone and spans approximately 75 acres. The Subdivision is located off Allen Ranch Road, adjacent to the Camp Floyd Cemetery. The Project is also located within the Pony Express Project Area, a designated port authority zone established to fund public improvements associated with the Project.

2. **Purpose and Intent.** The purpose of these Design and Development Standards (“Standards”) is to establish consistent guidelines that support the goals of the Town’s General Plan, while also allowing for some deviation from the established Code.

3. **Compliance.** All development within the Project shall comply with this Development Agreement (including these Standards), the Code, and all other applicable approvals. No building permit, or other development approval shall be issued or approved unless the Property Owner’s plans and application demonstrates full compliance with the Development Agreement (including these Standards) and the Code, as determined by the Town. These requirements apply to all new construction, as well as to any exterior renovation, expansion, or site modification within the Project.

4. **Conflict.** As this Development Agreement was entered into to permit some deviation from the Code, the Development Agreement (which includes these Standards) shall control in the event of a conflict.

5. **Development Standards.**

a. Uses. In addition to those uses specifically permitted or conditionally permitted by the Code, The following uses are allowed within the Project:

Use	Classification (S – Special Use; P – Permitted Use; A – Accessory Use).
Commercial/professional office space	S

Energy-generating facility	S
Truss Plant	P
Water well treatment plant and pump house	P
Central heating and cooling facility	A
Security building	A
General storage and maintenance facility	A
Elevated water storage tank or tower	A

i. If a proposed use is not expressly listed in the Use Table but is substantially similar in type, intensity, and impact to a listed permitted or special use, the Town Council may, as an administrative interpretation, determine that the proposed use falls within the scope of the comparable listed use. This determination shall be based on the use's compatibility with the character, purpose, and intent of the applicable zoning district. A use approved under this provision shall be treated as the same category—permitted or special—as the comparable use and shall not require a special or conditional use permit unless the comparable use is designated as such.

ii. The above uses shall have the following definitions and conditions:

1. **Commercial/Professional Office Space** means any building or portion thereof used primarily for conducting business or professional activities, including but not limited to administrative offices, consulting rooms, legal or accounting practices, real estate agencies, medical or dental offices, financial services, or other similar services provided to clients or customers. This definition excludes retail sales, manufacturing, or industrial uses.

2. **Energy-Generating Facility** means any structure, equipment, or installation used to produce energy. An energy-generating facility is limited to solar panels, generators, fuel cells, or other technologies designed to generate electricity, heat, or other forms of usable energy. This term includes both on-site and off-site facilities intended to supply energy to the Project or to the electrical

grid. There may only be one energy-generating facility located in the Project and must be contained within a building to mitigate sounds. This definition does not include the installation of solar panels incidental to a primary use on any building in the Project.

3. **Truss Plant** means a facility used for the fabrication, assembly, and storage of structural wood or metal trusses, typically including manufacturing equipment, materials storage areas, and associated office space. The use generally involves cutting, assembling, and pre-fabricating trusses for construction purposes.

4. **Water Well Treatment Plant and Pump House** means a facility comprising a water well, associated treatment equipment, and a pump house structure designed to extract, treat, and distribute potable or non-potable water for the Project. This includes all mechanical, electrical, and filtration systems necessary for water quality management and delivery.

5. **Central Heating and Cooling Facility** means a centralized system or facility that provides heating and/or air conditioning to multiple buildings or units within a development. This includes boilers, chillers, cooling towers, heat exchangers, distribution lines, and all related mechanical and control systems used to generate and deliver thermal energy for space heating or cooling.

6. **Security Building** means a structure used for the monitoring and control of access to a property or facility, which may include security personnel offices, surveillance equipment, access gates, visitor check-in areas, and related functions necessary to manage and enforce site security.

7. **General Storage and Maintenance Facility** means a building or structure used for the storage of equipment, tools, materials, and supplies, and for the performance of routine maintenance, servicing, or repair of vehicles, machinery, or other operational assets related to the Project. This may include indoor and

outdoor storage areas, workshops, and administrative space associated with maintenance operations.

8. **Elevated Water Storage and Tank** means a structure designed to store potable or non-potable water at an elevated height sufficient to provide gravity-fed water pressure for a water distribution system. The facility includes the tank, supporting structure, access ladders or stairs, piping, instrumentation, and related control equipment. An elevated water storage and tank shall be located 50 feet from any property line and 25 feet from any structure. The Town or its designee shall be granted 24-hour access for inspection, maintenance, or emergency response, subject to reasonable notice when practicable.

b. Setbacks. The following setbacks are specific to the Project, and supersede the setback requirements outlined in the Code.

Location	Minimum Setback
Front	30 feet (may be reduced by Planning Commission to 20 feet)
Side	10 feet
Rear	10 feet
Accessory Structures	6'

i. For lots with two or more street frontages, the required setbacks shall apply to the primary street frontage as designated on the approved subdivision plan. Setbacks along secondary street frontages may be reduced by up to 10 feet upon approval by the Town, provided that such reduction does not adversely impact sight distance, pedestrian access, streetscape continuity, or public safety. Any reduction in setbacks on secondary frontages shall be subject to Town staff review and may require additional conditions to ensure compatibility with the surrounding neighborhood character.

ii. Notwithstanding the Project setback standards above, the setbacks for any lot line adjoining the Well Lot shall be determined based on the actual building line of the pumphouse structure, rather than the property line.

c. Lot Size. The minimum lot size in the Project shall be one (1) acre. The calculation for minimum lot size shall exclude any portion of a lot containing a Road or Road Improvements.

d. Screening and Fencing. The following screening and fencing standards are specific to the Project and supersede the screening standards outlined in the Code. The screening requirements of the Code, do not apply to permitted accessory uses including, without limitation, electric substations and transmission or distribution facilities.

e. Parking and Loading. The following parking and storage requirements are specific to the Project and supersede the parking and storage standards outlined in the Code.

i. Setback Parking. Parking shall be permitted within the setbacks of any lot within the Project.

ii. Truck Parking and Storage. The following truck parking and storage standards are specific to the Owner's Lot. Up to eight (8) heavy-duty vehicles, or double axle trailers ("Semi Trucks") may be parked or stored on the Owner's Lot at any given time without requiring the Property Owner to obtain a conditional use permit. Any parking or storage of more than eight (8) Semi Trucks will require the Applicant to apply for and obtain a conditional use permit in accordance with the procedures outlined in the Code. All Semi Trucks must be parked in designated areas that are screened from view, and the Property Owner shall ensure that the parking area is maintained in a manner compatible with the surrounding environment.

f. Landscaping. The following landscaping standards are specific to the Project and supersede the landscaping standards outlined in the Code. The Property Owner of each lot within the Project shall be responsible for installing standard, uniform landscaping within the front setback of each lot. Xeriscaping or

zero-scaping shall be the primary landscaping methods used throughout the Project. Trees, shrubs, and ground cover must be drought-tolerant. When planting, consideration must be given to temperature variations to ensure the survival of the landscaping. The following landscaping standards apply to the Project:

- i. Mulch, Gravel, and Aggregate. Decorative mulch, gravel, and aggregate must be used throughout the Project in place of sod. Landscaping efforts must comply with Utah State Code requirements, including reducing outdoor water usage whenever possible.
- ii. Monument Landscaping. Plantings around monument signs must be contained to prevent obstruction of any lettering or numbering on the sign.
- iii. Grass, Seed, and Other Materials. Grass, seed, and other landscaping materials must be clean and reasonably free of weeds, noxious pests, and insects.
- iv. Grass Lawns. Grass lawns must be kept to a minimum, focusing on drought-tolerant landscaping methods.
- v. Park and Trail Areas. Landscaping in the Park and Trail areas must enhance the aesthetic value of the site and reflect the approved architectural theme. It must also consider the historical context of the Town and the intended use of the Park and Trail areas.
- vi. Entryway Landscaping. Landscaping at entryways must include design elements consistent with the development, such as entry wall monuments, raised planters, specimen trees, and shrub plantings.
- vii. Irrigation. Irrigation systems must incorporate water-conserving fixtures, such as drip irrigation and bubblers, directed to each tree or plant whenever possible.
- g. Signage. The following signage standards are specific to the Project and supersede the signage standards outlined in the Code. Two monument signs may be installed at the entrances to the Project, subject to the following standards:

i. Location and quantity. One primary monument sign may be installed at the principal entrance to the Project, and one secondary monument sign may be installed at a secondary access point, if applicable. Both signs shall be located entirely on private property and outside of public rights-of-way and "Clear Vision Areas". For purposes of this Agreement, a "Clear Vision Area" is the triangular area at the intersection of two streets or a street and a driveway, measured by a specified distance of 20 feet along each intersecting edge from the point of intersection. Within this area, no visual obstructions, including but not limited to buildings, fences, walls, landscaping, signs, or parked vehicles, shall be permitted above a height of 3 feet as measured from the adjacent street or driveway surface grade. The clear vision area is intended to maintain unobstructed visibility for the safety of motorists, cyclists, and pedestrians.

ii. Size and Height. The primary sign shall not exceed twelve (12) feet in height and one hundred (100) square feet in total sign area per face, if double-sided. The secondary sign shall not exceed six (6) feet in height and forty-eight (48) square feet in total sign area per face, if double-sided.

iii. Sign Content. The signs shall include only the name of the Project and the names or logos of businesses located within the Project. Off-premises advertising, scrolling, flashing, or electronic messaging shall not be permitted. All text and logos must be static and professionally fabricated.

iv. Materials and Design. Signs shall be constructed of durable, weather-resistant materials such as masonry, metal, stone, or composite panels, and shall be consistent with the overall architectural theme of the Project. Landscaping shall be installed and maintained at the base of each sign to enhance visual appeal and ensure contextual integration.

v. Illumination. External illumination is permitted, provided it is downward-directed, fully shielded, and does not produce glare onto adjacent properties or roadways. Internal illumination, such as backlit logos

or text, may be allowed if approved by the Town and designed to minimize visual impacts.

EXHIBIT F

Building Façade Examples

(See Attached)