

***Recording Requested By and  
When Recorded Return to:***

City of West Jordan  
Attention: City Recorder  
8000 South Redwood Road  
West Jordan, Utah 84088

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For Recording Purposes Do  
Not Write Above This Line

**MASTER DEVELOPMENT AGREEMENT  
For the Jordan River Heights Development**

The City of West Jordan, a Utah municipal corporation (the “**City**”) and Next Level Homes, LLC, a Utah Limited Liability Company (“**Master Developer**”), enter into this Master Development Agreement (this “**Agreement**” or “**MDA**”) as of the date the City’s mayor (“**Mayor**”) signs this Agreement (“**Effective Date**”), and agree as set forth below. The City and the Master Developer are jointly referred to as the “**Parties**”. Each party may be referred to as a “**Party**”. The current property owner of the “**Property**” (see definition in Recital 1 below) is Jordan River Heights, LLC, a Utah Limited Liability Company (“**Property Owner**”), who acknowledges and consents to this Agreement and agrees to be bound to all the terms of this Agreement (as set forth in Section F.1 and the OWNER ACKNOWLEDGEMENT AND CONSENT below).

**RECITALS**

1. Master Developer has entered into an agreement or agreements for the purchase of approximately 9.0 acres of certain real property, located at approximately 9270/9290 South Temple Drive and identified as *Assessor’s Parcel Numbers 27034760450000 and 27034760460000* (the “**Property**”). See the Legal Description of the Property, attached as **Exhibit F** and the Aerial Map (showing the location of the Property), attached as **Exhibit A**. The development identified in this Agreement, together with the Exhibits, is referred to herein as the “**Project**” or the “**Development**”.

2. The Property is currently designated as Medium Density Residential on the existing Future Land Use Map (“**Existing Future Land Use Map**”) and is proposed to remain as Medium Density Residential on the proposed Future Land Use Map (“**Proposed Future Land Use Map**”). See the “Existing Future Land Use Map” attached as **Exhibit B** and the “Proposed Future Land Use Map” attached as **Exhibit C**.

3. The Property is currently located in the R-1-10G Zone (Single-Family Residential Zone, with 10,000 Square Foot Minimum Size Lots, with G Size Homes) (“**Current Zone**”) and is proposed to be rezoned to the R-1-6(MDA) Zone (Single-Family Residential Zone, with 8,000 Square Foot Minimum Size Lots, subject to a Master Development Agreement) (“**New Zone**” and “**Rezone**”). See the “Existing Zoning Map” attached as **Exhibit D** and the “Proposed Zoning Map” attached as **Exhibit E**.

4. Master Developer has sufficient resources to develop the Project in its entirety. Master Developer acknowledges and agrees that the City currently has limited utility infrastructure available for the Project and agrees to be bound by these limitations, as set forth in Section D of the Terms below.

5. This Project is a residential development, with residential dwellings to be constructed on the Property within the New Zone. The Development is limited to a maximum of thirty-four (34) single-family residential dwelling units.

6. Master Developer may develop the Property in multiple phases and has contracted with the Property Owner to purchase and develop the Property in a manner that is consistent with this Agreement.

7. The Property will be developed in accordance with the subdivision plat(s) approved by the City, the City Code, and as further refined by this Agreement.

8. The following Exhibits are attached hereto and incorporated herein by reference:

**Exhibit A** – Aerial Map

**Exhibit B** – Existing Future Land Use Map

**Exhibit C** – Proposed Future Land Use Map

**Exhibit D** – Existing Zoning Map

**Exhibit E** – Proposed Zoning Map

**Exhibit F** – Legal Description of the Property

**Exhibit G** – Form of Transfer Acknowledgment and Consent

9. The Parties acknowledge that the development and improvement of the Property pursuant to this Agreement will add value for the Master Developer and will provide certainty useful to all Parties in ongoing and future dealings and relations among the Parties.

**NOW THEREFORE**, based upon the foregoing recitals and in consideration of the mutual covenants and promises contained and set forth herein, the Parties agree as follows:

## **TERMS**

**A. Recitals; Definitions.** The Recitals and Exhibits are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City's Land Use Regulations.

**B. Condition(s) Precedent.** As a condition precedent to the obligations of the Parties:

1. Failure to Close on the Property Transactions. The rights and authority of Master Developer to develop the Property pursuant to the terms of this Agreement are contingent upon and shall only come into being as Master Developer closes on and purchases the entirety of the Property from the Property Owner. The Parties acknowledge that without the purchase of the entirety of the Property, this Agreement will not function.

2. Approval of this Agreement. The rights and authority of Master Developer to develop the Property pursuant to the terms of this Agreement are contingent upon and shall only come into being if the City Council of West Jordan ("**City Council**" or "**Council**"), in its sole legislative discretion, approves, by Ordinance, this Agreement.

3. Approval of Rezone. The rights and authority of Master Developer to develop the Property pursuant to the terms of this Agreement are contingent upon and shall only come into being if the City Council, in its sole legislative discretion, approves, by Ordinance, the Rezone.

4. Resolve Deed of Trust Issue. There is currently a Deed of Trust against the Property, which was recorded on or about January 2022. The rights and authority of Master Developer to develop the Property pursuant to the terms of this Agreement are contingent upon and shall only come into being if the Master Developer: (a) causes the beneficiary or beneficiaries of said Deed of Trust to consent and subordinate said Deed of Trust to this Agreement; or (b) takes other similar action which is approved of in writing by and in the sole discretion of the Mayor, upon a recommendation from the City's Real Property Administrator.

**C. Governing Regulations; and Conflicting Provisions.** The Property, if developed, shall be developed in accordance and consistent with the "**Governing Regulations**", in the following hierarchy of levels of documents: (i) first (highest level), the provisions of this Agreement, including all the Exhibits, and (ii) second, the requirements and benefits provided for under the "**City's Current Land Use Regulations**" (those in effect as of the Effective Date, including, but not limited to, titles 5, 8 through 15, and 17 of the West Jordan City Code and the Public Works and Engineering Standards). Any conflicting provisions shall be resolved in favor of the higher level of document.

**D. Development Obligations.**

1. Subdivision Plat(s). In addition to the Master Developer complying with the provisions of the Governing Regulations, development of the Property by the Master Developer shall be in accordance with the City-approved subdivision plat(s). Any required subdivision plat(s) and/or similar application(s) may be submitted to the City at any time after approval of the Rezone and this Agreement. Building permits are subject to the completion of the Development Obligations set forth in the remainder of this Section D. The approval of subdivision plat(s) shall not be unreasonably withheld by the City.

2. Culinary Water. The City has the available culinary water facilities necessary for the Master Developer to connect to in order to develop this project. A looped water system will be required during the subdivision approval process.

3. Sanitary Sewer. The Master Developer will need to install a master planned 12-inch sanitary sewer line in 1300 West (Temple Drive), from 9000 South to approximately 9400 South, as determined by the City's Public Utilities Department, in its sole and absolute determination, as part of the development and prior to building permits being issued on the project. Without these improvements, the existing sanitary sewer system will not have capacity for the proposed development. A separate reimbursement agreement may be submitted to the City Council for approval which would reimburse the Master Developer for the "upsized portion" of the sanitary sewer line which represents "System Improvements", instead of "Project Improvements".

4. Storm Water. The Master Developer shall follow current City storm water standards which require onsite detention, low impact development, and the discharge of storm water into an approved City storm water system at a rate not to exceed the capacity of the existing system.

5. Irrigation. There is a private irrigation line on the Property. Any changes in the irrigation system must be approved by the irrigation users.

6. Underdrain system. An underdrain system is currently on the Property. The Master Developer shall provide an approved easement for this system that allows for access and maintenance. High ground water may limit the use of basements in the subdivision unless a system is provided which lowers the ground water level.

7. Miscellaneous Obligations and Requirements.

- a. All residential lots shall be at least 8,000 square feet and shall meet all applicable R-1-8 Zone building setback requirements;
- b. Architectural standards shall be prepared by the Developer and shall be included with the subdivision plat(s) and other application(s);
- c. The plat for the Development shall identify which entity or person shall own and maintain the detention basin; and
- d. The Development is required to meet all subdivision requirements and engineering standards, and in accordance with Utah Code Ann. Section 10-9a-534(3)(d) and (h), and at the request of the Applicant, and in consideration for the increase in density allowed by the Rezone, all applicable Building Design Elements of the City shall apply to the Property and to the dwellings, structures, and buildings constructed thereon.

**E. Development Rights; and Reserved Legislative Powers.**

1. Development Rights. Master Developer shall have the right to develop and construct the Project in accordance with the terms and conditions of this Agreement and the City Code. For purposes of this Agreement, the term “Substantial Construction” means completion of at least twenty-five percent (25%) of the value of all the public and nonpublic improvements in each phase of the Project, as determined by the city engineer or his designee. If from the Effective Date either (i) no Substantial Construction has occurred within five (5) years or (ii) any part of the Project has not been completed within ten (10) years, the City may unilaterally terminate this Agreement.

2. Reserved Legislative Powers. The Master Developer acknowledges that the City 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 City all police powers that cannot be so limited.

**F. Term of this Agreement; Agreement Runs with the Land; and Vested Rights.** Subject to Section B above, the obligations of the Parties under this Agreement shall take effect as of the Effective Date), 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. Unless the Parties mutually agree to extend the term by written agreement, this Agreement shall not extend beyond a period of ten (10) years from its date of recordation in the office of the Salt Lake County Recorder. If the Property has not been fully developed consistent with this Agreement prior to its termination, the undeveloped Property may not be developed until one of the following occurs: (i) a new written agreement has been negotiated and executed by the Parties or successors in interest, governing development of the Property; or (ii) Master Developer or its successor in interest applies to the City for zoning and the City Council, in its sole legislative discretion approves either the requested or different zoning.

1. Agreement Runs with the Land. This Agreement shall be recorded against the Project. The agreements, benefits, burdens, rights, and responsibilities contained herein, including all vested rights and obligations of Master Developer, shall be deemed to run with the land and shall be binding on and shall inure to the benefit of the successors in ownership of the Project, or portion thereof, as applicable, with respect to that portion of the Project owned by such successors in ownership. This Agreement, and the Development Application, shall also apply to the Property Owner and to any other current owners of real property, if any, in the Project, and their assigns, who are bound to all the terms of this Agreement. Nothing in this Agreement shall apply to residents or property owners who purchase developed lots or units within the Project.

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 Parties intend that this MDA grants the Master Developer all rights to develop the Project in fulfillment of this MDA, the City's Current Land Use Regulations, and the New Zone, except pursuant to Section F.3 below and as otherwise specifically provided herein. The Parties specifically intend that this MDA grant to the Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2022).

3. Applicability of the City's Future Land Use Regulations. The City's "**Future Land Use Regulations**" (those becoming effective after the Effective Date) are only applicable to the Project as follows:

- a. Agreement by the Master Developer. Future Land Use Regulations that the Master Developer agrees in writing to the application thereof to the Project;
- b. State and Federal Compliance. Future Land Use Regulations which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;
- c. Uniform Codes. Any Future Land Use Regulations that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, fire or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on 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;
- d. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated;
- e. Fees. Changes to the amounts of fees for the processing of development applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;
- f. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City and which meet all requirements of the U. S. Constitution, Utah Constitution, and applicable statutes, including but not limited to Utah Code Ann. § 11-36a-101 (2022) *et seq.*; or
- g. Compelling, Countervailing Interest. Laws, rules or regulations that the City'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)(ii)(A) (2022).

## **G. General Provisions.**

1. Notices. All Notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the addresses noted below or to such other addresses as either party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least 10 days before the date on which the change is to become effective:

If to City:                      ATTN: City Recorder  
    City of West Jordan  
    8000 South Redwood Road  
    West Jordan City, UT 84088

If to Master Developer: ATTN: John D. Thomas  
    Next Level Homes, LLC  
    11616 South State St., Suite 1504  
    Draper, UT 84020

2. Mailing Effective. Notices given by mail shall be deemed delivered seventy-two (72) hours following deposit with the U.S. Postal Service in the manner set forth above.

3. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce any other 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.

4. 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 of this Agreement.

5. Authority. The Parties represent to one another 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. Master Developer represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. The Parties warrant to one another that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the Parties on whose behalf each individual is signing. Before signature of this Agreement, all trustees of any trust who are acting on behalf of the trust as a party to this Agreement or subsequent agreements must produce proof to the City's satisfaction that the signatory signing this Agreement is indeed the legally authorized trustee of the trust. The Master Developer represents to the City that by entering into this Agreement, Master Developer has bound all persons and entities having a legal or equitable interest in the Property to the terms of this Agreement as of the Effective Date.

6. Entire Agreement. This Agreement, including Exhibits to this Agreement and all other documents referred to in this Agreement, contains 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.

7. 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 to this Agreement. Any such amendment of this Agreement shall be recorded in the official records of the Salt Lake County Recorder's Office. Moreover, any amendment to this Agreement not recorded in the Salt Lake County Recorder's Office shall be void *ab initio*.

8. Severability. If any provision of this Agreement is 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 Master Developer's ability to complete the development of the Property is not defeated by such severance.

9. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The Parties 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 Salt Lake County, Utah. The Parties hereby expressly waive any right to object to such choice of law or venue.

10. Default.

a. If Master Developer or the City fail 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 as provided herein. If the City believes that the default has been committed by a third party, then the City shall also provide a courtesy copy of the notice to Master Developer. The Notice of Default shall:

(1) Specify the claimed event of default by identifying with particularity specific provisions of this Agreement, and any applicable law, rule, or regulation that the Party is claimed to be in default;

(2) Identify why the default is claimed to be material; and

(3) If a party chooses, in its discretion, propose a method and time for curing the default which shall be of no less than sixty (60) days duration.

b. Upon the issuance of a Notice of Default, the Parties shall meet within ten (10) business days and confer in an attempt to resolve the issues that are the subject matter of the Notice of Default.

11. Remedies. If, after meeting and conferring, the Parties are not able to resolve an alleged default, then the Parties may have the following remedies:

a. The rights and remedies available at law and in equity, including, but not limited to injunctive relief, specific performance and termination;

b. The right to draw on any security posted or provided in connection with the Project and relating to remedying a default; and

c. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project on those properties owned by the defaulting party.

12. Emergency Defaults. Anything in this Agreement notwithstanding, if the Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section G.11 without meeting the requirements of Section G.10. The City shall give Notice to Master Developer and/or any applicable successor or assign of record, of any public meeting at which an emergency default is to be considered and the allegedly defaulting party shall be allowed to address the Council at that meeting regarding the claimed emergency default.

13. Extended Cure Period. If any default cannot be reasonably cured within sixty (60) days then such cure period may be extended as needed, by written agreement of the Parties for good cause shown, so long as the defaulting party is pursuing a cure with reasonable diligence.

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

15. Force Majeure. All time period imposed or permitted pursuant to this Agreement shall automatically be extended and tolled for: (a) period of any and all moratoria imposed by the City or other governmental authorities in any respect that materially affects the development of the Project; or (b) by events reasonably beyond the control of Master Developer including, without limitation, inclement weather, war, strikes, unavailability of materials at commercially reasonable prices, and acts of God, but which does not include financial condition of the Master Developer or its successors.

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

17. 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.

18. No Third-Party Rights. The obligations of the signatories of this Agreement and the City, 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.

19. Assignment. Master Developer shall not assign, delegate, or transfer its interest in this Agreement without prior written approval by the City; provided, however, Master Developer may freely assign its interest in this Agreement (without approval from the City) to (i) an entity that is owned or controlled by Master Developer or its affiliates or subsidiaries or (ii) any joint venture partner of Master Developer or its affiliates or subsidiaries so long as Master Developer gives written notice of such assignment to the City and the successor party agrees to assume Master Developer's obligations set forth in this Agreement. Except as set forth in the preceding sentence, any attempt to assign, delegate, or transfer without the City's prior written approval will be void *ab initio*, and Master Developer will remain liable for the performance of each and every obligation of Master Developer in this Agreement. The City may only deny a proposed assignment if the proposed assignee is financially unable to perform the



obligation of the Master Developer hereunder. If an assignment, delegation, or transfer is held not to be void, the parties intend that this Agreement will be binding on the assignee, delegatee, or transferee, as applicable. Any such request for assignment may be made by letter addressed to the City as provided herein, and the prior written consent of the City may be evidenced by letter from the City to Master Developer or its successors or assigns. The assignment of one or more phases of the Project, or of the entire Project, shall require the assignee to sign a form of transfer acknowledgement and consent, as designated by the City (see **Exhibit G** – Form of Transfer Acknowledgment and Consent, agreeing to be bound by the terms of the Land Use Regulations and this Agreement.

20. No Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the Combined Parties.

21. Third-Party Challenge. In the event of a third-party legal challenge, Master Developer shall at Master Developer's sole expense, defend, indemnify, and hold harmless the City ("**City**" includes the City's officials and employees), from and against any claims, losses, or liabilities, including any award of attorney's fees against the City, assessed or awarded against the City by way of judgment, settlement, or stipulation. City shall have the right to approve counsel that the Master Developer retains to represent the City, which approval shall not be unreasonably withheld.

22. Non-Liability of Officials or Employees. No officer, representative, agent, or employee of the City, or the Master Developer, shall be personally liable to the defaulting party, or any successor-in-interest or assignee of defaulting Party, in the event of any default or breach by either Party or for any amount which may become due to defaulting Party, or its successors or assignees, for any obligation arising out of the terms of this Agreement.

23. Representation Regarding Ethical Standards. The Master Developer represents that it has not knowingly influenced, and hereby promises that it will not knowingly influence, a current or former City officer or employee to breach any of the ethical standards set forth in the City Ethics Ordinance codified in Title 1, Chapter 11 (including Article A) of the West Jordan City Code.

24. Public Information. The Parties understand and agree that all documents related to this agreement will be public documents, as provided in Utah Code Ann. § 63G-2-101, *et seq.*

25. Counterparts. This Agreement may be executed in multiple counterparts which shall constitute one and the same document.

[Signature pages starting on the following page.]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement, having been approved by the City of West Jordan pursuant to the Ordinance authorizing such execution, and by a duly authorized representative of Master Developer.

**CITY OF WEST JORDAN,**  
a Utah municipal corporation

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

Dirk Burton, Mayor

ATTEST:

\_\_\_\_\_  
Tangee Sloan, City Recorder

#### **ACKNOWLEDGMENT**

STATE OF UTAH                    )  
  : ss.  
County of Salt Lake            )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before the undersigned notary public in and for the said state, personally appeared Dirk Burton, known or identified to me to be the Mayor of the City of West Jordan, and Tangee Sloan, the City Recorder of the City of West Jordan, and the persons who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

\_\_\_\_\_  
Notary Public for Utah

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney's Office

**Next Level Homes, LLC,**  
a Utah Limited Liability Company  
(**"MASTER DEVELOPER"**)

By (Sign):

Name: John D. Thomas

Title: Manager

### ACKNOWLEDGMENT

STATE OF UTAH )  
 ) : ss.  
County of Salt Lake )

On this 12 day of Feb, 2023, before the undersigned notary public in and for the said state, personally appeared **John D. Thomas**, known or identified to me to be the **Manager** of **Next Level Homes, LLC**, a Utah limited liability company, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



NOTARY PUBLIC

### OWNER ACKNOWLEDGEMENT AND CONSENT

**Jordan River Heights, LLC** is the Property Owner of the Property referenced in the agreement entitled "MASTER DEVELOPMENT AGREEMENT For the Jordan River Heights Development", the Agreement to which this OWNER ACKNOWLEDGEMENT AND CONSENT is a part. By its signature, **Jordan River Heights, LLC**: (i) acknowledges that it has reviewed the terms and provisions of the Agreement (including the Exhibits and all material referenced in the Agreement), (ii) has had opportunity, if so desired, to review the Agreement with legal counsel, (iii) acknowledges that Master Developer is authorized to enter into this Agreement, and (iv) acknowledges that pursuant to Section F.1 above of the Agreement, the Agreement shall also apply to all other current owners of real property in the Project, if any, who are likewise bound to all the terms of the Agreement.

**Jordan River Heights, LLC,**  
a Utah Limited Liability Company

By (Sign): \_\_\_\_\_

Name: John D. Thomas

Title: Manager

### ACKNOWLEDGMENT

STATE OF UTAH                     )  
  : ss.  
County of Salt Lake            )

On this 6<sup>th</sup> day of Feb., 2022, before the undersigned notary public in and for the said state, personally appeared **John D. Thomas**, known or identified to me to be the **Manager** of **Jordan River Heights, LLC**, a Utah limited liability company, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



\_\_\_\_\_  
NOTARY PUBLIC



EXHIBIT A – AERIAL MAP



## EXHIBIT B – EXISTING FUTURE LAND USE MAP



## EXHIBIT C – PROPOSED FUTURE LAND USE MAP









## EXHIBIT E – PROPOSED ZONING MAP



## EXHIBIT F – LEGAL DESCRIPTION OF THE PROPERTY

### Jordan River Heights Legal Description

A TRACT OF LAND BEING SITUATE IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF NORTH 00°01'25" EAST BETWEEN THE SOUTHEAST CORNER AND THE EAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS THENCE NORTH 00°01'25" EAST ALONG THE SECTION LINE A DISTANCE OF 660.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 3, AND RUNNING THENCE NORTH 89°58'35" WEST 659.66 FEET; THENCE SOUTH 00°01'25" WEST 3.06 FEET TO THE NORTHEAST CORNER OF BRIGADOON PARK ESTATES SUBDIVISION, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 94-6, PAGE 189 OF PLATS; THENCE NORTH 89°58'42" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 528.61 FEET; THENCE NORTH 338.18 FEET TO THE SOUTH LINE OF COUNTRY WOOD SUBDIVISION PHASE II, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 83-4, AT PAGE 47 OF PLATS; THENCE NORTH 89°56'48" EAST ALONG SAID SOUTH LINE AND THE SOUTH LINE OF COUNTRY WOOD SUBDIVISION PHASE 1, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 82-11, PAGE 88 OF PLATS, A DISTANCE OF 1188.41 FEET TO THE SECTION LINE; THENCE SOUTH 00°01'25" WEST ALONG THE SECTION LINE A DISTANCE OF 336.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 400,782 SQUARE FEET OR 9.201 ACRES, MORE OR LESS.

**EXHIBIT G**  
**[Form of Transfer Acknowledgment and Consent]**

***Recording Requested By and  
When Recorded Return to:***

City of West Jordan  
 Attention: City Recorder  
 8000 South Redwood Road  
 West Jordan, Utah 84088

For Recording Purposes Do  
Not Write Above This Line

**Form of Transfer Acknowledgment and Consent  
For the Jordan River Heights Development**

This Form of Transfer Acknowledgment and Consent (“**Acknowledgment**”) is executed and delivered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (“**Owner**”), and by \_\_\_\_\_ (“**Transferee**”) as to the property described below, and is provided to the City of West Jordan, a municipal corporation (“**City**”) as described below.

**RECITALS**

1. Owners of the area referred to as the Jordan River Heights Development entered into that certain Master Development Agreement, which agreement was recorded on \_\_\_\_\_, as Entry No. \_\_\_\_\_ in Book \_\_\_\_ at Page \_\_\_\_\_ of the official records of the Salt Lake County Recorder, State of Utah (the “**Master Development Agreement**” or “**MDA**”). Capitalized terms used but not defined herein shall have the meanings given to such terms in the MDA.,

2. The MDA vests the uses, configuration, densities, and processes for approximately 9.0 acres of real property in the City limits of the City.

3. The MDA identifies Next Level Homes, LLC, a Utah Limited Liability Company as the “**Master Developer**” for the Jordan River Heights Development, and by such designation gives rise to various rights, obligations, and duties thereunder.

4. Pursuant to Section G.19 of the MDA, Owners, in conjunction with the sale to a purchaser, shall cause the Transferee to execute this Acknowledgment confirming its commitment to abide by the MDA and the City’s Land Use Regulations and to perform all the requirements and obligations of the MDA, and shall provide notice by this Acknowledgment to the City.

**NOW THEREFORE**, pursuant to the aforementioned section of the Master Development Agreement, Owner hereby acknowledges that it has transferred and assigned the real property described on the attached Exhibit 1 to Transferee, and Transferee hereby acknowledges its acceptance of such rights and assumption of such obligations under the MDA as to the real property transferred.

**OWNER:**

By (Sign): \_\_\_\_\_

Print Name: \_\_\_\_\_

Its (Title): \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF UTAH                    )  
   : ss.  
 County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, before the undersigned notary public in and for the said state, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

\_\_\_\_\_  
 NOTARY PUBLIC

**TRANSFeree:**

By (Sign): \_\_\_\_\_

Print Name: \_\_\_\_\_

Its (Title): \_\_\_\_\_

### **ACKNOWLEDGMENT**

STATE OF UTAH                    )  
   : ss.  
 County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, before the undersigned notary public in and for the said state, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

\_\_\_\_\_  
 NOTARY PUBLIC

### **CERTIFICATE OF NOTICE OF DELIVERY**

Pursuant to Section G.19 of the Master Development Agreement for the Jordan River Heights Development, Owner, as transferor, hereby arranges delivery of this document by hand delivery to the following:

City:                               ATTN: City Recorder  
   City of West Jordan  
   8000 South Redwood Road  
   West Jordan City, UT 84088

With a copy to:               ATTN: Office of the City Attorney  
   City of West Jordan  
   8000 South Redwood Road  
   West Jordan City, UT 84088

**Exhibit 1**

**Legal Description of Real Property Transferred**