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REC FOR: WEBER COUNTY PLANNING

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

and

Hamblin Investment

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DEVELOPMENT AGREEMENT

Navy Meadows Development

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and Hamblin Investment and Soderby LLC, (Together "Developer"), known together herein as the "Parties."

RECITALS

WHEREAS, The Developer desires and intends to develop a residential subdivision (the "Project") in the unincorporated area of Weber County known as West-Central Weber; and

WHEREAS, The Developer's objective is to develop a residential subdivision that complements the character of the community and is financially successful; and

WHEREAS, The County's objective is to only approve development that supports and advances the health, safety, and welfare of the community, as generally described in the general plan and as otherwise determined appropriate by the Board of County Commissioners; and

WHEREAS, The general plan advocates, and the Board of County Commissioners hereby further affirm, that new development in the area resulting from a rezone should not only compensate for its impacts on the character of the community and the existing residents, it should also enhance and benefit the existing and future community using smart growth principles such as expansion of parks and open space areas, street and pathway connectivity, and other smart growth principles specified in the plan; and

WHEREAS, The Project is currently zoned A-2 and Developer desires to rezone the Project to the R1-15 zone consistent with the terms and provisions contained herein; and

WHEREAS, Developer acknowledges that a rezone is not compulsory and that Developer is hereby volunteering to be rezoned. Developer understands that volunteering to be rezoned will result in the obligations and benefits set forth in this Agreement as well as in the new zone. Developer further acknowledges that some of the obligations and benefits set forth in this Agreement might not otherwise be applicable or enforceable without Developer volunteering to comply and benefit from this Agreement; and

WHEREAS, Developer understands that the Board of County Commissioners is not obligated to rezone the project, but does so as a result of Developer's voluntary contributions as set forth in this Agreement, without which the County would not realize the full benefits of this Agreement and would not have rezoned the Property.

WHEREAS, In consideration of Developer's voluntary contributions, the Board of County Commissioners desire to rezone the Project to the R1-15 (Residential) zone consistent with the terms and provisions contained herein, as generally depicted in **Attachment B**: Associated Rezone Area; and

WHEREAS, The Project will be located on land referred to herein as the "Project Site". The Project Site is as more specifically described in **Attachment A**: Project Area Legal Description and illustrated in **Attachment B**: Project Area Graphic Representation. A concept plan showing the general location and layout of the Project is contained in **Attachment C**: Concept Plan

NOW, THEREFORE, in consideration of the recitals (which are incorporated into the Agreement by this reference) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Effective Date, Expiration, Termination.**

1.1. Effective Date. The Effective Date of this Agreement is the latter of:

1.1.1. The last date upon which it is signed by any of the Parties hereto;

1.1.2. The recordation of this Agreement; or

1.1.3. The recordation of the rezone ordinance to which this Agreement is associated and inextricably linked.

1.2. Expiration. This Agreement shall be in full force and effect until (10) years from the Effective Date of this Agreement, at which point this Agreement shall expire. This Agreement may be extended for two 5-year terms upon mutual agreement of the Parties before the expiration date(s) with such approval not to be unreasonably withheld.

1.3. Termination. This Agreement may be terminated by mutual written agreement of the Parties to this Agreement. This Agreement automatically terminates, without notice, in the following circumstances:

1.3.1. The term of this Agreement expires and is not extended as provided above;

1.3.2. The Project is abandoned or the use is discontinued, as provided for by Weber County Code Chapter 108-12; or

1.3.3. The Developer defaults on any provision of this Agreement and the default is not resolved as specified in Section 11 of this Agreement.

2. **Definitions and Interpretation.**

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; Words not defined herein shall have the same meaning as provided by the Code. When consistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall apply to all genders whenever the context requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision

2.1. Agreement. "Agreement" means this Development Agreement between the County and Developer, approved by the Board of County Commissioners, and executed by the undersigned.

2.2. Code. "Code" means the Weber County Code.

2.3. County. "County" means Weber County, Utah.

2.4. County Laws. "County Laws" means the ordinances, policies, standards, and procedures of the County related to zoning, subdivisions, development, public improvements, and other similar or related matters that have been and may be adopted in the future.

2.5. Developer. "Developer" means Hamblin Investment or its Assignees as provided in Section 11 of this Agreement, or Soderby LLC as the property owner or its assigns or successors.

2.6. Effective Date. "Effective Date" has the meaning set forth in Section 1 of this Agreement.

2.7. **Force Majeure Event.** "Force Majeure Event" means any event beyond the reasonable control of the affected Party that directly prevents or delays the performance by such Party of any obligation arising under this Agreement, including an event that is within one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; pandemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to the Project caused by third Parties; riot or similar civil disturbance or commotion; material or supply delay; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of governmental or judicial authority.

2.8. **Parties.** "Parties" means the Developer and the County.

2.9. **Project.** "Project" means the development of a subdivision on the Project Site pursuant to this Agreement and the County Code.

2.10. **Project Site.** "Project Site" means the land area on which the Project will be sited, as more specifically described in Attachment A: Project Area Legal Description and Attachment B: Project Area Graphic Depiction.

2.11. **Routine and Uncontested.** "Routine and Uncontested" means simple and germane to the Project or Project Site, having very little chance of effect on the character of the area, and not anticipated to generate concern from the public.

2.12. **Substantial Completion.** "Substantial Completion" means the Project is constructed, installed, and valid approval is obtained from the county.

2.13. **Transferee.** A party to which the Project is transferred or assigned in part or in whole. "Assignee" shall also mean the same.

3. Conflicting Provisions

Development of the Project shall be in accordance with the County Laws in effect as of the Effective Date, and this Agreement and its Attachments. In the event of a conflict between the County's laws and this Agreement, the more specific provisions of this Agreement and its Attachments shall control. In the event of a conflict between the Attachments of this Agreement and the main body of this Agreement, the main body shall control.

4. Project Description.

A residential subdivision within the R1-15 zone that complies with the requirements of Code Section 106-2-4.030 "Connectivity-Incentivized Subdivision," and which provides a linear park along the Hooper Slough and a 4.82 Acre park with improvements as set forth herein or the Code.

5. Restriction on Right to Protest Annexation

If a city or district attempts to annex the Property, Developer, on behalf of itself and any successive property owner within the Project, hereby waives the right to protest the annexation, and agrees that any filed protest is void, and agrees to support the annexation unless County agrees, in writing, with and to the protest. If more than one municipality or district is available into which the entire Project can be annexed, Developer has the right to choose which municipality or district the entire project will join.

6. Project Location and Illustration.

The Project is the area as described in **Attachment A**, and illustrated in **Attachment B**.

7. Vested Rights and Reserved Legislative Powers.

7.1. Vested Rights. Developer shall have the vested right to develop and construct the Project on the Property in accordance with the R1-15 zone development standards, and other matters specifically addressed in this Agreement, subject to compliance with the terms and conditions of this Agreement and other applicable County Laws in effect as of the Effective Date. The Parties intend that the rights granted to the Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity.

7.2. Exceptions to Vesting. The Parties understand and agree that the Project will be required to comply with future changes to County Laws that do not limit or interfere with the vested rights granted pursuant to the terms of the Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the County that would be applicable to the Project:

7.2.1. Future laws that Developer agrees in writing to the application thereof to the Project;

7.2.2. Future laws which are generally applicable to all properties in the County and which are required to comply with State and Federal laws and regulation affecting the Project;

7.2.3. 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, AASHTO 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;

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

7.2.5. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the County (or a portion of the County as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law; and

7.2.6. Impact Fees or modifications thereto which are lawfully adopted, imposed, and collected.

7.3. Reserved Legislative Powers. Developer acknowledges that the County is restricted in its authority to limit its police powers by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the County all of its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation under tis police powers, any such legislation shall only be applied to modify the vested rights of Developer as referenced herein under the terms of this Agreement based upon policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as codified in Utah Code 17-27a-508. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the unincorporated areas of the County; and unless in good faith the County declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested

rights doctrine.

8. **Development Standards.**

8.1. Connectivity Incentivized. Developer hereby volunteers and agrees to follow the minimum street and pathway standards as provided in Section 106-2-4.030 of the Code. The County hereby agrees to allow the flexible lot standards as provided by that section of Code. The County also agrees that the conceptual street layout illustrated in Attachment C satisfactorily complies with that code section for the purposes of this Project.

8.2. Street Right-of-way dedication

8.2.1. 3900 West Street (Minor Collector). Developer agrees to provide at least an 66-foot wide public street right-of-way throughout the development for 3900 West Street, spanning from 3300 South Street to the northern -most edge of the Project.

8.2.2. 3300 South Street (Major Collector). Developer agrees to provide a half-width road dedication for at least an 80-foot wide public street right-of-way for the project's entire frontage.

8.2.3. Through-Streets (Major Residential). Developer agrees to provide at least a 66-foot wide public street right-of-way for all streets that:

8.2.3.1. Provide a continuous route through the development;

8.2.3.2. Start at 3300 South and provide a through-connection to other properties; or

8.2.3.3. That contain a 10-foot paved pathway.

8.2.4. Limited-Streets (Minor Residential). Developer agrees to provide at least a 60-foot wide public street right-of-way for all streets that do not provide significant connection through the project or to collector streets.

8.3. Street Improvements. Streets in the Project shall be designed and installed by the Developer in accordance with the street cross sections depicted in **Attachment D.**

8.3.1. Improvements Along 3300 South. Developer hereby agrees to install an 80-foot half-width street for the Project's entire frontage along 3300 South Street, from the Canal on the east to the western-most street. This shall include the frontages of the existing adjacent parcels along 3300 South Street that are not included in the Project Area.

8.3.2. Driveway Accesses along 3900 West and 3300 South. Developer agrees that no lot will be platted that gains access from 3900 West Street and 3300 South Street. County agrees to allow lots to front these streets if they are provided access by means other than these streets.

8.3.3. Omitted

8.3.4. Street Landscaping.

8.3.4.1. Street Trees. All streets shall be lined with shade trees in the park strip. Trees shall be planted in intervals and of species such that the average crown of one tree, averaged at maturity, will converge with the crown of the next tree. Trees lining an adjacent and parallel sidewalk or pathway shall suffice for the street's trees. Use at least three different tree varieties dispersed in a manner to avoid transmission of pests/disease, or as may otherwise be specified by a landscape architect or other professional

qualified in tree health, such that the trees have optimal chance of long-term survival. Reasonable openings in the tree canopy should be expected for driveway locations and intersection clear-view triangles. Developer agrees to provide each street tree an irrigation mechanism tied either to a homeowner's association master meter, or tied directly to the secondary water meter of the lot immediately adjacent. Developer is responsible for tree health throughout the duration of the warranty period plus two additional years, whereafter Developer continues to be responsible for tree health until the adjoining property is sold, after which the new owner is responsible for the tree health.

8.3.4.2. **Street Wall Along Rear-Facing or Side-Facing Lots on 3300 South**. Developer agrees install a solid wall along 3300 South Street where the rear or side of a residential lot or unit abuts or is otherwise adjacent to and visible from this street. The wall shall be designed to provide visual breaks in the horizontal wall plane at least every 30 feet, such as a column or similar, and the wall and each column shall have a cap. The wall shall be muted earth-tone in color. Except for the required clear-view triangles, this fence shall be at least six feet in height, but no more than eight feet. Alternative fencing along this street may be approved by the Planning Director. Vinyl fencing along this street is prohibited.

8.3.4.3. **Park Strip Landscaping.** Developer shall place 6 inch rock ground covering, 8-inches deep, in each park strip, with a weed barrier beneath. Alternatively, County agrees that Developer may install alternative planting and landscaping along 3300 South Street and 3900 West Street if maintained by the homeowner's association. Additional plantings may be placed along other streets by the Developer or homeowners, to be operated and maintained either by the adjoining owner or a homeowners association.

8.3.4.4. **Construction Drawings to Include Landscaping.** Each development application submitted shall provide a detailed landscape plan that, at a minimum, shows landscaping materials proposed to be used, the proposed location, species, including the measurements of each tree's mature crown, and the method of vegetation irrigation.

8.4. Non-Public Landscaping

8.4.1. **Water-wise landscaping.** All lots within the development will implement water wise landscaping measures as follows:

8.4.1.1. **Lawns.** No more than 30 percent of any lot shall be covered in turf grass. Turf grass should be watered by sprinkler heads that provide head-to-head coverage and matching precipitation rates. Spray, rotor, or rotary heads must be separated by watering valves operated by separate clock stations at the watering controller.

8.4.1.2. **Mulched Areas.** Mulched areas shall be mulched to a depth of at least four inches. Mulch may include organic materials such as wood chips, bark, and compost. It may also include inorganic materials such as decorative rock, cobble, or crushed gravel. Recycled materials such as rubber mulch may also be used.

8.4.1.3. **Shrub Bed Watering.** Shrub beds shall be watered with drip watering systems using in-line drip emitters, such as Netafirm, on a grid

system or point-source emitters that provide water directly to the base of each plant.

8.5. Public Utilities

8.5.1. Developer agrees to underground all utilities in a manner that complies with adopted standards, including any existing overhead utilities, with the exception of high voltage power transmission lines that pass through the Property, if any.

8.6. Parks, Open Space, and Trails

In consideration of the rezone of the Property, Developer hereby agrees to provide, at no cost to the County, the following parks, open space, and trails amenities:

8.6.1. Parks and Open Space:

8.6.1.1. Navy Meadows Park Dedication. Developer agrees to dedicate the entire Navy Meadows Park and Navy Meadows Parkway parcels shown on the concept plan (the "The Park") to the Taylor West Weber Park District (the Park District) with the first subdivision plat recorded within the Property.

8.6.1.2. Navy Meadows Park Improvements. With each recorded plat, Developer agrees to install a proportionate amount (A proportionate amount means the total amount of physical improvements divided by the number of lots in the overall project, for example, if there are 100 total feet of pathway in the project and 10 total lots, then each plat lot necessitates 10 linear feet of pathway). No lots shall be platted in the vicinity of open space, pathways, or public landscape areas unless that open space pathway or public landscaping improvements are made a part of improvements within The Park and Parkway unless specified otherwise herein., Improvements shall include at least the following:

8.6.1.2.1. **Pathway.** A ten-foot wide paved or concrete pathway and slough crossing as depicted in the concept plan in Attachment C If concrete, the pathway joints shall be saw-cut instead of formed in place.

8.6.1.2.2. **Pathway Shade Trees.** The pathways shall include shade trees, and plantings placed at distances recommended by the Parks District. Use at least three different tree varieties dispersed in a manner to avoid transmission of pests/disease, or as may otherwise be specified by a landscape architect or other professional qualified in tree health, such that the trees have optimal chance of long-term survival.

8.6.1.2.3. **Existing Trees to be Preserved.** To the extent practicable, maintain existing native species of shrubs and grasses along the Hooper Slough.

8.6.1.2.4. **Benches.** At least one pathway-adjacent bench shall be installed every 500 feet along a pathway.

8.6.1.2.5. **Bench Shade Trees.** At least one shade tree shall be installed per bench, planted adjacent to the bench in a manner that will cast the most shade onto the bench throughout the summer.

8.6.1.2.6. **ADA Access.** ADA accessibility from parking areas to all restrooms, ramps, benches, and along the paved pathway.

8.6.1.2.7. **Parking Area.** One parking area, as generally illustrated on the concept plan. At a minimum, each parking area shall provide the following:

8.6.1.2.7.1. At least one sewered restroom building with no less than two single-use toilet facilities, or as otherwise negotiated between the Developer and the Park District.

8.6.1.2.7.2. Paved access and vehicle parking as generally illustrated on the concept plan.

8.6.1.2.7.3. A drinking fountain or water bottle filling station.

8.6.1.2.7.4. Sufficient water rights or shares necessary to provide for the culinary and secondary water needs of each trailhead.

8.6.1.2.7.5. The park and parkway shall not contain stormwater detention facilities.

8.6.1.2.8. **Park Detail Submittal.** With each subdivision plat or improvement drawings, provide site specific detail of the park and the parkway. The detail shall provide:

8.6.1.2.8.1. The location, configuration and construction standards of required improvements; and

8.6.1.2.8.2. Tree location, species, average mature crown width, and required planting and irrigation methods.

8.6.2. Trails, Sidewalks, and Pathways:

8.6.2.1. Pathway Trees. Each pathway and sidewalk within the development should be lined with shade trees. Trees shall be planted in intervals and of species such that the average crown of one tree, averaged at maturity, will converge with the crown of the next tree. Use at least three different tree varieties dispersed in a manner to avoid transmission of pests/disease, or as may otherwise be specified by a landscape architect or other professional qualified in tree health, such that the trees have optimal chance of long-term survival. Reasonable openings in the tree canopy should be expected for driveway locations and intersection clear-view triangles. Developer agrees to provide each street tree an irrigation mechanism tied either to a homeowner's association master meter, or tied directly to the secondary water meter of the lot immediately adjacent. Developer is responsible for tree health throughout the duration of the warranty period plus two additional years, whereafter Developer continues to be responsible for tree health until the adjoining property is sold, after which the new owner is responsible for the tree health.

8.6.2.2. Non-Street Adjacent Pathway Landscaping. For pathways that are not adjacent to a street, Developer shall place three-to-four-inch rock, six-inches deep, on the shoulders of each pathway, with a weed barrier beneath. Alternatively, County agrees that Developer may install alternative planting and landscaping as long as it is operated and maintained by a homeowner's association.

8.6.2.3. **Construction Drawings to Include Landscaping.** Each development application submitted shall provide a detailed landscape plan that, at a minimum, shows landscaping materials proposed to be used, the proposed location, species, including the measurements of each tree's mature crown, and the method of vegetation irrigation.

8.6.2.4. **Pathway Street Crossings.** Wherever a pathway intersects with a street, Developer agrees to install or cause to be installed a battery powered and solar charged user-activated rapid flashing beacon and associated crosswalk signage and zebra-style crosswalk paint on the street. Developer agrees to repaint after the street is sealed.

8.7. **Outdoor Lighting.** Developer agrees that all outdoor lighting within the Project will be governed by the County's Outdoor Lighting ordinance, Chapter 108-16 of the Code.

8.8. **Housing types and affordable housing**

8.8.1. **Townhouses.** Developer agrees to install townhouses in the location as depicted in the concept plan. The townhouse buildings shall comply with the lot development standards of the R1-15 zone and be treated as if the building is a single-family residence. The townhouses shall comply with the following standards

8.8.1.1. No more than 47 townhouse units shall be created. No more than eight units are allowed per building, and no more than seven townhouse buildings are allowed.

8.8.1.2. Each townhouse building shall face away from 3300 South Street. The rear of the building(s) that is visible from 3300 South shall be designed to appear to the common lay-person as a single-family dwelling. This shall be accomplished, among other means, by avoiding repetitive unit facades but rather providing design and architectural treatments and relief commonly found on single-family residential buildings.

8.8.1.3. At least 5 townhouse units are reserved to qualify for affordable housing under the direction of the Weber County Housing Authority.

8.8.1.4. A maximum of four townhomes may be reserved for long term rental units. Short term rentals are not permitted within this development.

8.9. **Patio Homes.** County agrees to allow and Developer agrees to build no more than 23 patio homes in the location as generally depicted in **Attachment C**. The County agrees to allow each patio home to be accessed by means of a Shared Private Lane pursuant to Section 106-2-2.030 of the Code. Each shall comply with the following standards:

8.9.1. **Condominiums.** The County agrees that some or all of the patio homes may be platted as condominium dwelling units pursuant to State and County Laws.

8.9.1.1. If platted as a condominium unit, when a unit is attached to another unit by means of a common wall, the combination of units shall be deemed a "building" for the purposes of determining building setbacks.

8.9.1.2. There shall be at least 10-feet distance between any two buildings.

8.9.1.3. The front of each building shall be setback from the 24-foot wide shared private lane right-of-way at least 15 feet.

8.9.1.4. Each building shall be setback from a public street no less than 20

feet, except 30 feet from 3300 South.

8.9.1.5. Only two condominium units are allowed per building.

8.9.1.6. Each patio home building shall face away from 3300 South Street and 3900 West Street. The rear of the building(s) that is visible from 3300 South and 3900 West shall be designed to avoid repetitive unit facades.

9. Amendments and Revisions.

This Agreement may be amended by mutual agreement of the Parties only if the amendment is in writing and approved and signed by Developer and County (an "Amendment"). The following sections specify what Project changes can be undertaken without the need for amendment of the Development Agreement, and what changes require Amendment to this Agreement.

9.1. Project Facility Repair, Maintenance and Replacement. Developer shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement without amending the Agreement.

9.2. Authorized Changes, Enlargements, or Alterations. As set forth below, County staff may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project in their respective administrative capacities. The following types of Changes are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.

9.2.1. Changes Necessary to Comply with Other Laws. Any resulting changes as a consequence of obtaining or complying with a federal, state, or local permit or approval; provided that the changes are Routine and Uncontested and the application thereof does not materially affect the County's original intent, findings, or conditions on the Project in a manner that would have likely resulted in a different decision on this Agreement, as determined by the Planning Director.

9.2.2. Landscaping Changes. Any changes to this Agreement's landscaping designs, guidelines, standards, plantings, materials and installation of the same anywhere in the project.

9.2.3. De Minimis Changes. Other de Minimis changes requested by the Developer, which are reasonably consistent with the intent of this agreement and the R1-15 Zone, and are Routine and Uncontested.

10. General Provisions.

10.1. Assignability. The rights and responsibilities of the Developer under this Agreement may be assigned as provided herein.

10.1.1. Total Assignment of Project and Project Site. The Developer, as the landowner of the Project Site at the time of the execution of this Agreement, may sell, convey, reassign, or transfer the entire Project Site or entire Project to another entity at any time.

10.2. Binding Effect. This Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Project Site, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.

10.3. **Utah Law.** This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.

10.4. **Authority.** Each Party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.

10.5. **Duty to Act Reasonably and in Good Faith.** Unless otherwise expressly provided, each Party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement.

10.6. **Communication and Coordination.** The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.

10.7. **Force Majeure Event.** County agrees to offer a reasonable period for Developer to cure the effect of the event given the extent of the effect on the Project and the Developer's ability to redress the effect as mutually determined by Developer. If mutual determination cannot be reached, the Developer may employ a third party to make a determination. The County shall have the right to reject any third party selected if it determines that the select third party does not possess the necessary expertise in the specific effect of the event.

10.8. **Incorporation of Recitals and Introductory Paragraph.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

10.9. **Subjection and Subordination.** Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments hereof. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to Developer or the County

10.10. **Severability.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

10.11. **Other Necessary Acts.** Each of the Parties shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

10.12. **No Third Party Beneficiaries.** All bonds, including but not limited to performance, warranty, and maintenance bonds, and related agreements are between the County, Developer (or contractor if applicable), and financial institution. No other party shall be deemed a third-party beneficiary or have any rights under this subsection or any bond or agreement entered into pertaining to bonds. Any other person or entity, including but not limited to owners of individual units or lots, shall have no right to bring any action under any bond or agreement as a third-

party beneficiary or otherwise.

11. **Notices.**

11.1. Written Notice. Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by facsimile transmission or email.

11.2. Addresses. Notices shall be given to the Parties at their addresses set forth as follows in this section.

11.3. Notice Effect. Notice by hand delivery shall be effective upon receipt. If deposited in the mail, notice shall be deemed delivered forty-eight (48) hours after deposited. Any Party at any time by Notice to the other Party may designate a different address or person to which such notice or communication shall be given.

If to the County:

Weber County Commission
2380 Washington Blvd, Ste #360
Ogden, UT 84401

With copies to:

Weber County Attorney
2380 Washington BLVD, Ste. #230
Ogden, UT 84401

Weber County Planning Director
2380 Washington BLVD, Ste. #240
Ogden, UT 84401

If to Developer:

Hamblin Investments
2811 N Fairfield Road, Suite B-2
Layton, Utah 84041

12. **Default and Remedies.**

11.1. Failure to Perform Period. No Party shall be in default under this Agreement unless it has failed to perform as required under this Agreement for a period of thirty (30) days after written notice of default from the other Party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure of the alleged default.

11.2. Remedies. The Developer's failure to comply with this agreement constitutes a violation of the Land Use Code of Weber County, and is subject to the enforcement provisions and remedies

thereof. In addition, the County may withhold any permits from the Project.

11.3. Dispute Resolution Process.

11.3.1. Conference. In the event of any dispute relating to this Agreement, the Parties, upon the request of either Party, shall meet within seven (7) calendar days to confer and seek to resolve the dispute ("Conference"). The Conference shall be attended by the following parties: (a) the County shall send department director(s) and County employees and contractors with information relating to the dispute, and (b) Developer shall send Developer's representative and any consultant(s) with technical information or expertise related to the dispute. The Parties shall, in good faith, endeavor to resolve their disputes through the Conference.

11.3.2. Mediation. If this Conference process does not resolve the dispute within the 7-day Conference period, the Parties shall in good faith submit the matter to mediation. The Parties shall send the same types of representatives to mediation as specified for the "Conference" process. Additionally, the Parties shall have representatives present at the mediation with full authority to make a settlement within the range of terms being discussed, should settlement be deemed prudent. The mediation shall take place within forty-five (45) days of the Parties submitting the dispute to mediation. If the dispute is not able to be resolved through the mediation process in the 45-day period, the Parties may pursue their legal remedies in accordance with Utah and local law.

13. Entire Agreement.

This Agreement, together with all Attachments hereto, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement is specifically intended by the Parties to supersede all prior agreements between them or recorded to the property, whether written or oral.

14. Covenants Running with the Land

The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots, as opposed to Subdivided plats or Parcels, in the Project shall (1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; and (2) have no right to bring any action under this Agreement as a third-party beneficiary or otherwise

15. Counterparts.

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile or by e-mail shall be deemed originally signed copies of this Agreement.

IN WITNESS HEREOF, the Parties hereto, having been duly authorized, have executed this Agreement.

(Signatures on following pages)

SIGNATURES

"County"
Weber County, a body corporate and politic of the State of Utah

By: _____

Jim Harvey
Chair, Weber County Commission

DATE: 6/11/2024

ATTEST: _____

Ricky D. Hatch, CPA
Weber County Clerk/Auditor



"Developer"

Hamblin Investments

By: Douglas B. Hamblin

Print Name: Douglas B. Hamblin

Title: Pres.

DATE: 10/24/24

Developer Acknowledgment

State of Utah)

)ss.

County of Weber)

On the 24 day of October, 2024 personally appeared before me Tiffani Backus, who being by me duly sworn, did say that he is the Owner of Hamblin Investments, a limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company by authority of its members or its articles of organization; and said person acknowledged to me that said limited liability company executed the same.

08/09/2025 #719774

My Commission Expires:

Davis County

Notary Public, residing in

TIFFANI BACKUS
Notary Public - State of Utah
My Commission Expires
08/09/2025
Commission #719774

"Owner"

Soderby LLC

By: _____

Print Name: _____

Title: _____

DATE: 10/24/2024

Owner Acknowledgment

State of Utah)

)ss.

County of Weber)

On the 24 day of October, 2024 personally appeared before me Tiffani Backus, who being by me duly sworn, did say that he is the owner of Soderby LLC, a limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company by authority of its members or its articles of organization; and said person acknowledged to me that said limited liability company executed the same.

08/09/2025 #719774

My Commission Expires:

Davis County

Notary Public, residing in

TIFFANI BACKUS
Notary Public - State of Utah
My Commission Expires
08/09/2025
Commission #719774

Attachment A

Reeve & Associates, Inc.

15-089-0001
15-087-0009

May 22, 2024

REZONE LEGAL DESCRIPTION

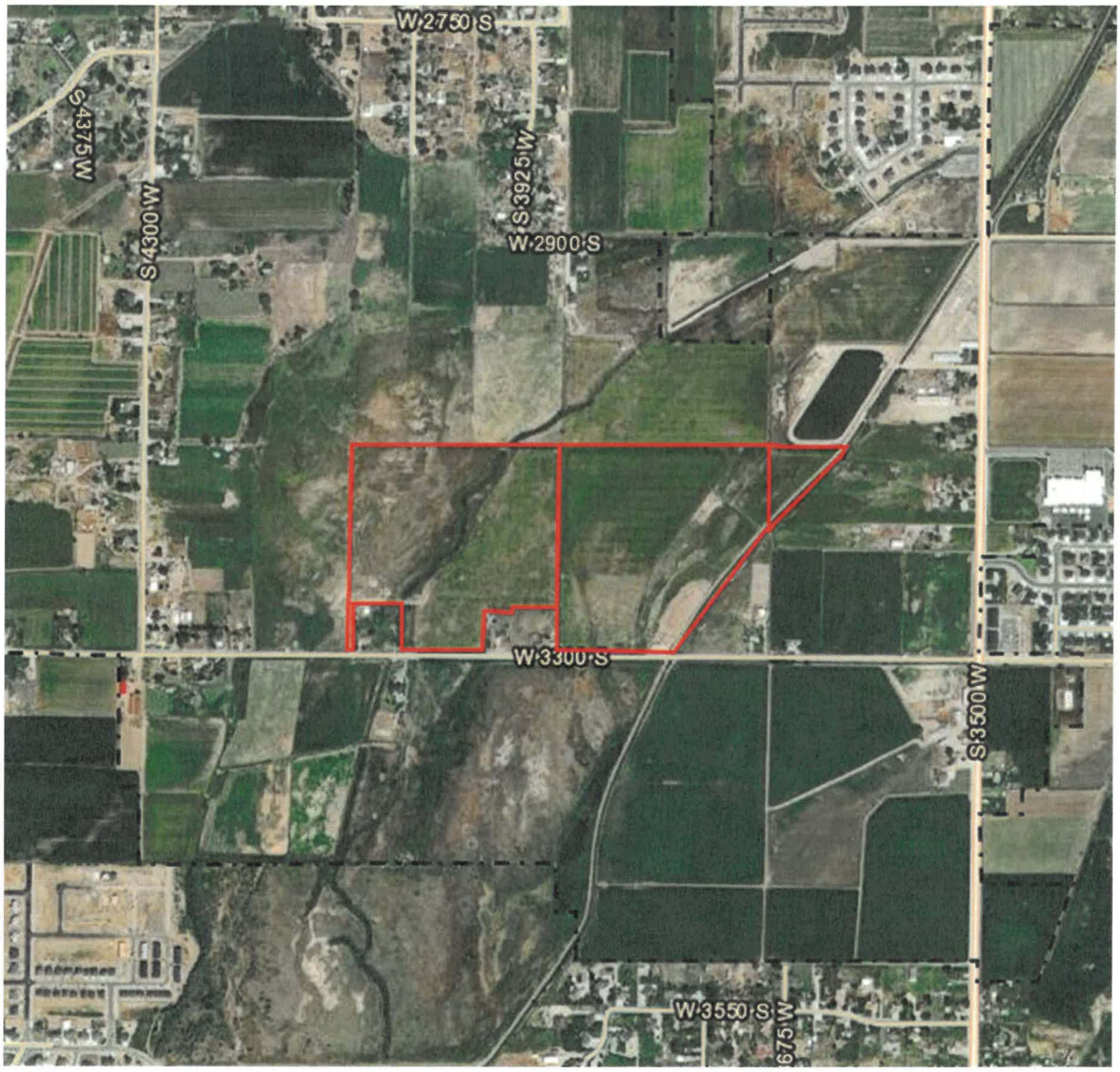
PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1311.22 FEET SOUTH 89°16'18" EAST ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SAID SECTION 33 (SAID SOUTHWEST CORNER BEING NORTH 89°16'18" WEST 2648.91 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 33); THENCE NORTH 01°29'12" EAST 1328.74 FEET; THENCE SOUTH 89°21'45" EAST 1321.49 FEET; THENCE NORTH 16°55'58" EAST 5.86 FEET; THENCE SOUTH 89°30'28" EAST 938.58 FEET; THENCE SOUTH 88°52'26" EAST 830.26 FEET; THENCE SOUTH 12°55'11" WEST 10.24 FEET; THENCE SOUTH 41°48'23" WEST 36.99 FEET; THENCE SOUTH 45°50'56" WEST 282.74 FEET; THENCE SOUTH 44°43'42" WEST 294.85 FEET; THENCE SOUTH 01°00'56" WEST 92.82 FEET; THENCE NORTH 88°59'04" WEST 20.29 FEET; THENCE SOUTH 41°01'15" WEST 402.81 FEET; THENCE SOUTH 37°16'31" WEST 192.41 FEET; THENCE SOUTH 32°42'43" WEST 389.96 FEET; THENCE NORTH 89°14'41" WEST 737.82 FEET; THENCE NORTH 01°07'01" EAST 300.00 FEET; THENCE NORTH 89°16'18" WEST 290.01 FEET; THENCE SOUTH 01°06'53" WEST 28.00 FEET; THENCE NORTH 89°16'18" WEST 175.00 FEET; THENCE SOUTH 01°06'53" WEST 272.00 FEET; THENCE NORTH 89°16'18" WEST 512.00 FEET; THENCE NORTH 00°43'42" EAST 323.40 FEET; THENCE NORTH 89°16'18" WEST 300.00 FEET; THENCE SOUTH 00°43'42" WEST 323.40 FEET; THENCE NORTH 89°16'18" WEST 60.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,164,799 SQUARE FEET OR 72.654 ACRES.

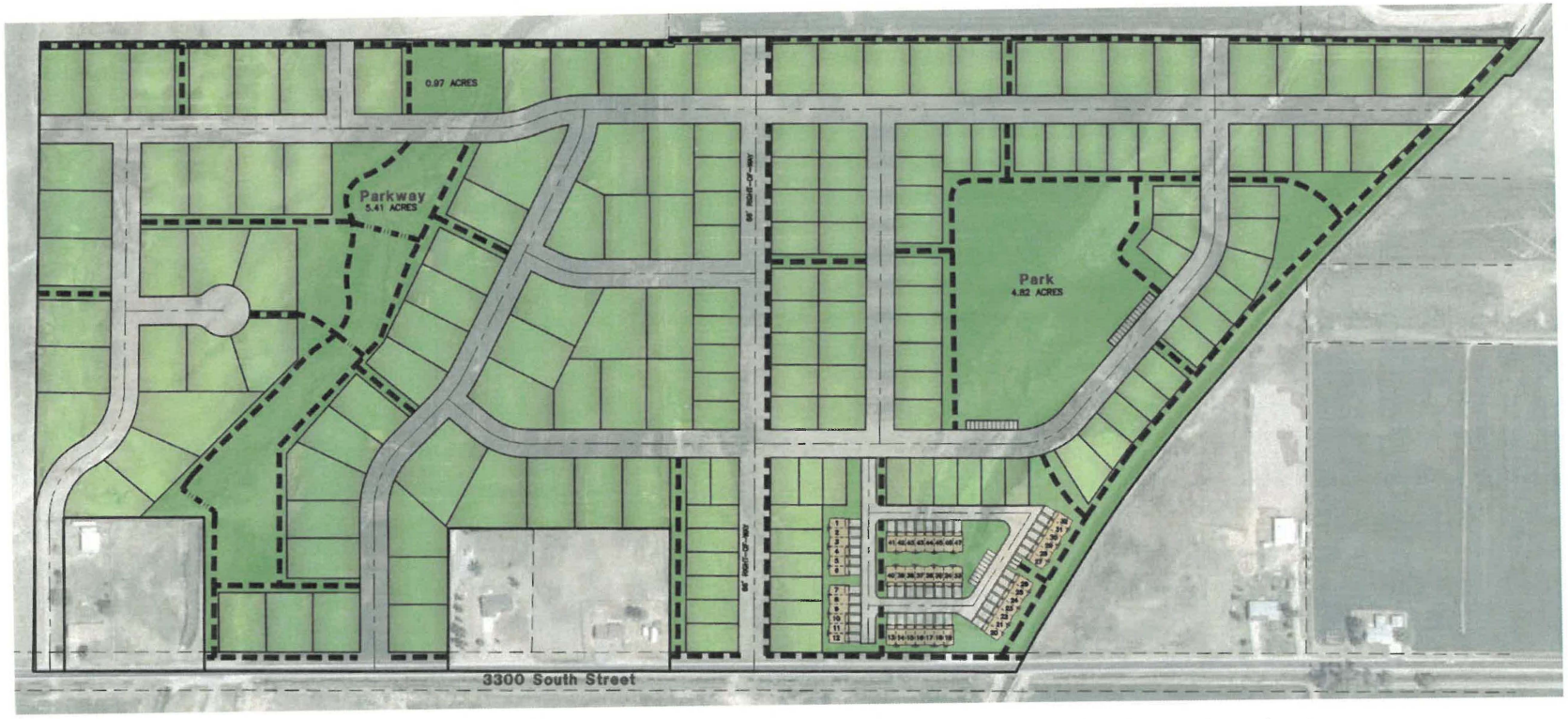
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ogden@reeve-assoc.com • reeve-assoc.com

Attachment B
Project Area Graphic Depiction



Attachment C

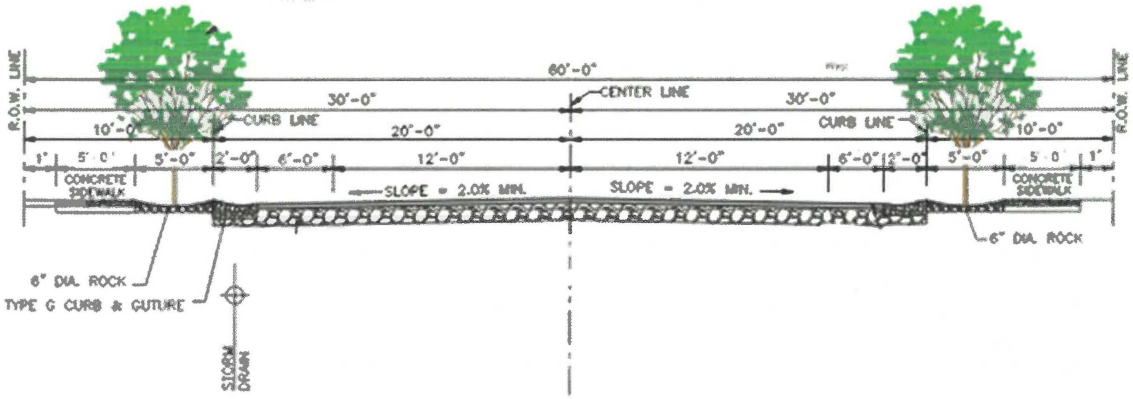
Concept Plan



10' pathways throughout

Attachment D

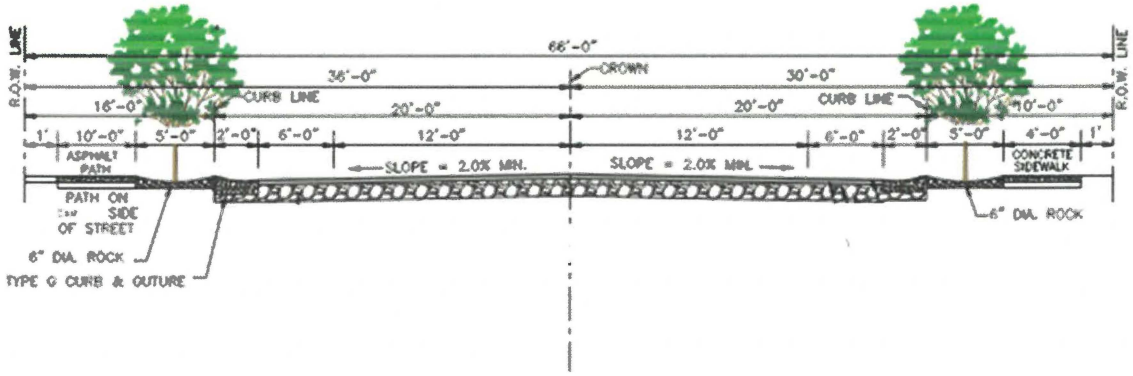
Street Cross Sections



Street Section (60' R.O.W.)

SCALE: NONE

*VERIFY LOCATION WITH PHONE, GAS AND POWER COMPANIES.



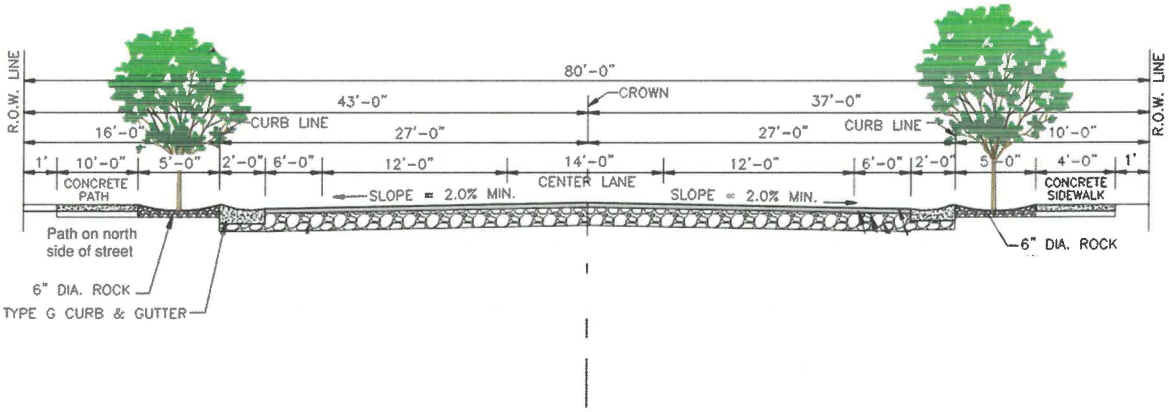
Street Section (66' R.O.W.)

SCALE: NONE

*VERIFY LOCATION WITH PHONE, GAS AND POWER COMPANIES.

Notes

- STREETS HEADING IN A EAST/WEST DIRECTION WILL HAVE A 10' PATH ON THE NORTH SIDE OF THE STREET.
- STREETS HEADING IN A NORTH/SOUTH DIRECTION WILL HAVE A 10' PATH ON THE EAST SIDE OF THE STREET.



Street Section (80' R.O.W.)

SCALE: NONE

*VERIFY LOCATION WITH PHONE, GAS AND POWER COMPANIES.