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# DEVELOPMENT AGREEMENT

**Between**

**WEBER COUNTY, UTAH**

**and**

**HERITAGE LAND HOLDINGS, LLC**

**for the**

**LOMOND VIEW DEVELOPMENT**

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## DEVELOPMENT AGREEMENT

**Lomond View Subdivision**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and Heritage Land Holdings, LLC (“Master Developer”), known together herein as the “Parties."

## RECITALS

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

**WHEREAS,** The Master Developer's objective is to develop in a manner that complements the character of the community and is financially successful;

**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;

**WHEREAS,** Development of the Property pursuant to this Agreement will result in benefits to the County by providing orderly growth, sustainable development practices, street and pathway connectivity, provisions for open space, dark sky lighting, and assurances to the County that the Property will be developed in accordance with this Agreement;

**WHEREAS,** Entering into this Agreement will result in significant benefits to the Master Developer by providing assurances to Master Developer that it will have the ability to develop the Property in accordance with this Agreement;

**WHEREAS,** Master Developer and the County have cooperated in the preparation of this Agreement;

**WHEREAS,** Prior to the execution of this Agreement, the Property’s zone is/was A-2 and Master Developer desires to rezone the Property to the R1-15 and O-1 zones consistent with the terms and provisions contained herein;

**WHEREAS,** The parties desire to enter into this Agreement as a legislative means to specify the rights and responsibilities of the Master Developer to develop the Property as part of the Project as expressed in this Agreement and the rights and responsibilities of the County to allow and regulate such development pursuant to the requirements of the Agreement; and

**WHEREAS,** The Project will be located on land referred to herein as the "Property". The Property is as more specifically described in **Exhibit A – Property Legal Description** and illustrated in **Exhibit B – Property Graphic Depiction**. A Concept Plan showing the general location and layout of the Project is contained in **Exhibit C – Concept Plan**.

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

## AGREEMENT TERMS

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

The foregoing Recitals and **Exhibits A-K** are hereby incorporated into this Agreement.

**2. Effective Date, Expiration, Termination.**

**2.1. Effective Date.** The Effective Date of this Agreement is the latter of:

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

**2.1.2.** The recordation of this Agreement; or

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

**2.2. Expiration and Zone Reversion.**

**2.2.1. Expiration of Agreement Related To Development of the Property.** The expiration of this Agreement as it relates to the development of the Property or the establishment of new uses on the Property shall be as provided in **Section 2.2.3** of this Agreement, unless earlier terminated or modified by written amendment as set forth herein, or unless the use is abandoned as governed by the Code. In the case of abandonment, this Agreement shall terminate on the date abandonment has been determined. Upon expiration or termination of this Agreement, the portion of the Property that has not been developed as set forth in this Agreement, including any parcel or portion of parcel that could be further developed, shall thereafter be governed as follows:

**2.2.1.1.** the rights and responsibilities set forth herein related to establishing new development on the Property or establishing new uses on the Property shall terminate; at which time the rights and responsibilities of the Prior Zone shall govern remaining development or the establishment of new uses on the Property; and

**2.2.1.2.** the portion of the Property that has not been developed as set forth in this Agreement shall automatically revert to the Prior Zone without further Notice, unless the legislative body decides to keep the existing zone or rezone the Property in any other manner. The Parties agree that should zone reversion occur, the process due and provided for the adoption of this Agreement and related rezone accomplishes the process due for the zone map to be reverted to the Prior Zone, and any future owners of any portion of the Property are hereby on notice accordingly. Existing development and uses lawfully established under this Agreement prior to expiration or termination shall be deemed nonconforming rights, as governed by the Code and the Act.

**2.2.1.3.** After the expiration or termination of this agreement, the legislative body may make changes to the zoning provisions established in **Section 2.2.1.1** and **Section 2.2.1.2** pursuant to their typical legislative authority.

**2.2.2. Expiration of Agreement Related to Ongoing Performance Responsibilities.** Notwithstanding the expiration or termination of this Agreement, all ongoing operations, performance, and maintenance responsibilities such as, but not limited to, compliance with requirements pertaining to outdoor lighting, landscaping, noise, berming, buffering,

screening, parks, pathways, or building or architectural designs shall remain in effect as legislatively adopted land use provisions that govern any development that has occurred on the Property pursuant to this Agreement. After the expiration or termination of this Agreement, typical legislative action shall be required to make changes thereto. This provision shall not be interpreted to be a restriction on the County's legislative power to act otherwise if deemed appropriate at that time by the legislative body.

**2.2.3. Term.** This agreement expires ten years after the Effective Date.

**2.2.3.1.** If prior to the expiration of this agreement Master Developer has not been notified of any Default, or if any Default has been satisfactorily cured or is in the process of being satisfactorily cured as provided herein, then this Agreement shall be automatically extended for an additional 5 years.

**2.2.3.2. Reserved.**

**2.3. 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:

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

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

**2.3.3.** The Master Developer defaults on any provision of this Agreement and the default is not resolved as specified in **Section 13** of this Agreement; or

**2.3.4.** The provisions of **Section 5.4** of this agreement take effect.

## 3. 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, if applicable. 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 officials or entities refer to those officials or entities and their Successors. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision.

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

**3.2.** **Approval Date.** "Approval Date" means the date the Board of County Commissioners approved this Agreement.

**3.3.** **Agreement** means this Development Agreement between the County and Master Developer, approved by the Board of County Commissioners, and executed by the undersigned, including all of this Agreement's exhibits.

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

**3.5.** **Assignee** means a person or entity that assumes the rights and responsibilities of Master

Developer pursuant to a valid assignment, as provided in **Section 11.4** of this Agreement.

**3.6.** **Board of County Commissioners** means the elected County Commission of Weber County.

**3.7.** **Building Permit** means the County's building permit or building permit review process, as specified in the Code of Ordinances of Weber County.

**3.8.** **Buildout** means the completion of all of the development on all of the Property for all of the Project.

**3.9.** **Code** means the County's Code containing its land use regulations adopted pursuant to the Act.

**3.10.** **Concept Plan** means **Exhibit C – Concept Plan**, a conceptual plan for the Project which is hereby approved by the County as part of this Agreement. The Concept Plan sets forth general guidelines for the proposed future development of the Property.

**3.11.** **County** means Weber County, a political subdivision of the State of Utah.

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

**3.13.** **Default** means a material breach of this Agreement.

**3.14.** **Design Review** means the County's design review process, as specified in the Code.

**3.15.** **Development Application** means an application to the County for development of a portion of the Project including a Subdivision, a Design Review, a Building Permit, or any other permit, certificate, or other authorization from the County required for development of the Project.

**3.16.** **Development Standards** means a set of standards approved by the County as a part of the approval of the Concept Plan and this Agreement controlling certain aspects of the design and construction of the development of the Property including setbacks, building sizes, height limitations, parking and signage; and, the design and construction standards for buildings, roadways, and other Improvements.

**3.17.** **Effective Date.** "Effective Date" has the meaning set forth in **Section 2** of this Agreement.

**3.18.** **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.

**3.19.** **Impact Fees** means those fees, assessments, or payments of money imposed by the County as a condition on development activity as specified in Utah Code Ann., §§ 11-36a-101, et seq.

**3.20.** **Improvements** means those improvements of public or private infrastructure which are specified in this Agreement, by the Code, or as a condition of the approval of a Development Application because they are necessary for development of the Property, such as local roads or utilities.

**3.21.** **Master Developer** means Heritage Land Holdings, LLC or its Assignees as provided in **Section 11.4** of this Agreement.

**3.22.** **Modification Application** means an application to amend this Agreement.

**3.23.** **Non-County Agency** means a governmental entity, quasi-governmental entity, or water or sanitary sewer authority, other than those of the County, which has jurisdiction over the approval of any aspect of the Project.

**3.24.** **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.

**3.25.** **Outsourc[e][ing]** means the process of the County contracting with County Consultants to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this Agreement.

**3.26.** **Parcel** means any parcel of land within the Property created by any means other than a Subdivision plat, upon which development is not approved.

**3.27.** **Parties** means the Master Developer and the County, including their Successors.

**3.28.** **Pathway** means a 10-foot wide multi-use paved pathway that complies with **Exhibit E – Street Cross Sections or Exhibit F – Non-Street-Adjacent Pathway Cross Section** of this Agreement and any other requirements of the County Engineer.

**3.29.** **Phase or Phasing** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer but in compliance with the Code and this Agreement.

**3.30.** **Planning Commission** means the Planning Commission for the area in which the Property is located.

**3.31.** **Prior Zone** means the zone in effect prior to the rezone to which this Agreement is linked.

**3.32.** **Project** means the development to be constructed on the Property pursuant to this Agreement with the associated public and private facilities and all of the other aspects approved as part of this Agreement including its exhibits.

**3.33.** **Property** means the land area on which the Project will be sited, as more specifically described in Exhibit A – Property Legal Description and Exhibit B – Property Graphic Depiction.

**3.34.** **Proposed Taxing Entity or Proposed Tax** means the proposed inclusion of the Property within a taxing entity's area, or within the area of a specific tax, when the Property was not subject to the taxing entity or tax at the time this Agreement was executed, and when the taxing entity or tax is proposed to compensate for the provision of at least one public service or Improvement resulting from the growth and development of the Property or the general area. A Proposed Taxing Entity or Proposed Tax includes but is not limited to the proposed inclusion of the Property into a municipality, special service district, special district, assessment area, or any similar entity or tax.

**3.35.** **Public Landscaping** means landscaping Improvements within street rights-of-way, in required Public Park Open Space, and on other properties owned by a public entity or required to be open to the public.

**3.36.** **Public Park Open Space** means the area intended to meet the minimum 10 acres per 1,000 residents of public open space, whether improved or unimproved as may be specified in this Agreement.

**3.37.** **Routine and Uncontested** means simple and germane to the Project or Property, having very little chance of affecting the general character of the area, and not anticipated to generate meaningful concern from the public.

**3.38.** **Smart Watering Controller** is an automatic landscape watering controller that can connect to the internet to automatically adjust watering schedules or amounts based on local weather and environmental conditions, such as an Orbit B-Hyve smart controller or a Rainbird ESP smart controller.

**3.39.** **Subdeveloper** means an entity not "related" (as determined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for Subdivision platting prior to development thereon.

**3.40.** **Subdivision** means the division of any portion of the Project into a subdivision pursuant to the Act and/or the Code.

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

**3.42.** **Successor** means a person or entity that succeeds to a Party's rights and responsibilities under this Agreement by any means, whether in whole or in part, and whether directly or indirectly. It does not include a purchaser or other transferee to whom Master Developer or its Successor conveys a lot within an approved subdivision.

## 4. Conflicting Provisions

The Code shall apply to each Development Application except as the County's Vested Laws are expressly modified by this Agreement (including any written provision in all exhibits thereto). For any conflict between the exhibits and this Agreement, this Agreement shall prevail. For any conflict between exhibits and each other, the most restrictive for Master Developer shall apply. The Parties agree that the graphic depiction of the Project provided in **Exhibit C – Concept Plan** is conceptual in nature and designed to illustrate the general layout and configuration of the Project's streets, clusters of lots, trails, open spaces, and other amenities to which Master Developer shall be entitled. By nature of being conceptual, these exhibits may not show all specifics necessary for the Project to comply with all County's Vested Laws, which shall not be interpreted to be an exception to County's Vested Laws.

## 5. Vested Rights and Reserved Legislative Powers.

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

**5.2.** **Existing Laws.** Except as otherwise specified in this Agreement, the Parties hereby mutually volunteer to the application of the Code, except **Title 102**, in effect at the time of the Approval Date herein, to the Project until this Agreement is terminated or expires. The Code is incorporated into this Agreement by reference.

**5.3.** **Exceptions to Vested Rights.** The Parties understand and agree that the Project may be required to comply with future changes to the Code that do not limit or interfere with the Vested Rights granted pursuant to the terms of this 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:

**5.3.1. County Discretion to Apply Future Laws.** County has full discretion to either apply or

not apply any future law or adopted standard provided it does not explicitly conflict with any specific provision of this Agreement, except as may be allowed by **Section 5.5** of this agreement.

**5.3.2. Written Agreement.** The Parties may mutually agree, in writing, to the application of future laws to the Project.

**5.3.3. Compliance with State and Federal Laws.** Future laws which are generally applicable to all properties in the County and which are required to comply with State and Federal laws and regulations affecting the Project.

**5.3.4. Safety Code Updates.** 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 (IBC), International Residential Code (IRC), the American Public Works Association (APWA) Specifications, American Association of State Highway and Transportation Officials (AASHTO) Standards, the Manual of Uniform Traffic Control Devices (MUTCD), the National Association of City Transportation Officials (NACTO) 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;

**5.3.5. Taxes.** 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;

**5.3.6. Fees.** 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

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

**5.4. Future Laws.** The Parties agree that this Agreement and the associated rezone offers mutual benefits based on existing laws. As such, a future law or binding judicial decision that limits or interferes with any of Master Developer's material responsibilities herein could prevent the County from realizing such expected benefits in a manner that, had the future law or binding judicial decision existed at the time of consideration, might have dissuaded the County from executing this Agreement or granting the associated rezone. Therefore, the Parties agree that if a future law is implemented or a binding judicial decision is issued that gives Master Developer the right or ability to avoid, limit, or interfere with any responsibility specified in this Agreement, Master Developer hereby waives the new right or ability in favor of maintaining the applicability and integrity of this Agreement. In the event the new right or ability is such that Master Developer's waiver still limits or interferes with the responsibility or the applicability thereof, then this Agreement automatically terminates as provided in **Section 2**. However, the termination shall be void and both Parties shall proceed as if no termination occurred if the County stipulates, in writing, to such.

**5.5. Reserved Legislative Powers.** Master 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 its police powers, any such legislation shall only be applied to modify the Vested Rights of Master Developer 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 and case law interpreting the same. Any such proposed change affecting the Vested Rights of the Master Developer shall be of general application to all development activity in similarly situated unincorporated areas of the County; and unless in good faith the County declares an emergency, Master 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 Master Developer or the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

## 6. Project Description.

A residential subdivision within the R1-15 zone that complies with the requirements of Code **Section 106-2-1.020** "Connectivity-Incentivized Subdivision," and which provides a linear park along the Weber River with improvements set forth herein.

## 7. Project Location and Illustration.

The Project is located on the Property as described in **Exhibit A – Property Legal Description**, and illustrated in **Exhibit B – Property Graphic Depiction**.

## 8. Development Standards.

**8.1. Project Density.** In exchange for the benefits offered by the Master Developer in this Agreement, County agrees to allow Master Developer to create a residential subdivision at the density allowed by the Code for the R1-15 zone. Using the density allowed by the R1-15 zone, County agrees to allow the Property's entire acreage, including that in the O-1 zone, to be included in the density calculation.

**8.2. Phasing.** The County acknowledges that Master Developer, Assignees of Master Developer, and/or Subdevelopers who have purchased Parcels of the Property may submit multiple applications from time-to-time to develop and/or construct portions of the Concept Plan for the Project in Phases. Allowance for Phasing is subject to the following and any other Phasing provision in this Agreement:

**8.2.1. Prelim Plat and Construction Drawings Required.** Phasing is only allowed if each Phase is based on an approved final plat that succeeds an approved preliminary plat/plan. A final plat for a Phase shall not be submitted or accepted until after a complete set of construction drawings for the entire preliminary plat has been approved by the County Engineer. The construction drawings shall include all required Improvements of this Agreement and the Code.

**8.2.2. Streets and Pathways.** Each Phase shall provide for the logical extension of Improvements of the public road and pathways system as conceptually represented in the Concept Plan;

**8.2.3. Project Improvements.** Each Phase shall provide logical extension of Improvements through and throughout the Project as approved by the County in compliance with the terms of this Agreement and other applicable provisions of the Code. Phases shall not be configured to leave a gap between the Phase and a nearby required Improvement unless the County Engineer can find that there is a reasonable explanation for the gap that is not related to the avoidance of a timely installation of, or financial hardship for,

said Improvement.

**8.3. Street Connectivity.** Master Developer hereby volunteers and agrees to follow the minimum street and pathway connectivity standards as provided in **Section 106-2-1.020** of the Code. The County also agrees that the conceptual street layout illustrated in **Exhibit C – Concept Plan** satisfactorily complies with that code section.

**8.4. Street Right-of-Way Dedication.** Master Developer agrees to dedicate or, if allowed by the County, otherwise reserve the Project's street rights-of-way, as illustrated and labeled in **Exhibit C – Concept Plan**, as public thoroughfares at no cost to the County.

**8.4.1. Minimum Requirements.** Each street right-of-way shall meet the minimum applicable width specifications illustrated in **Exhibit E – Street Cross Sections**.

**8.4.2. Reserved**

**8.5. Street Improvements.** Streets in or immediately adjacent to the Project shall be designed and installed by the Master Developer in accordance with their corresponding street cross sections depicted in **Exhibit E – Street Cross Sections** and as more specifically provided as follows.

**8.5.1. Reserved.**

**8.5.2. Project-Specific Street Improvements.** Project-specific street Improvements include Improvements required to street rights-of-way that are adjacent to the Project, and to offsite streets, as follows.

**8.5.2.1. Escrow for Street.** Master Developer shall escrow the total value to acquire and construct 700 North Street, from the western edge of the Property to 4300 West Street, to County standards. This escrow shall be reevaluated and updated/replenished by the Master Developer annually to compensate for market fluctuations and inflation.

**8.5.2.2. Reserved.**

**8.5.3. Sidewalks.** Master Developer agrees that all public sidewalks in the project or along adjacent public rights-of-way shall be no less than five-feet wide.

**8.5.4. Driveway Accesses along Collector or Arterial Streets.** Master Developer agrees that no lot will be platted to provide driveway access to any collector or arterial street. County agrees to allow these lots to front these streets if they are provided access by means other than these streets.

**8.5.5. Corridor Fencing along Collector or Arterial Streets.** Master Developer agrees to install a fence or wall ("Corridor Fence") that is at least six-feet high where the rear or side of a lot abuts or is otherwise adjacent to and visible from a collector or arterial street. The height of the Corridor Fence shall be reduced where necessary to not inhibit the clear-view triangle of an intersection.

**8.5.5.1. Corridor Fence Design.** Corridor Fences of these streets shall be designed to provide visual breaks in the horizontal and vertical fence planes at least every 20 feet, such as a column or similar, and the Corridor Fence shall have a base and a cap distinctly different from the body. Examples of such a fence or wall is provided in **Exhibit G – Street Fencing/Wall Examples.**

**8.5.5.2. Corridor Fence to Match Others in Area.** If in compliance with this part or unless allowed otherwise by the Planning Director, the Corridor Fence material, color, and general design shall match other Corridor

Fences installed or previously approved along the same street corridor.

**8.5.5.3. Corridor Fence Alternative Design.** Alternative fencing along these streets may be approved by the Planning Director if it provides similar or better visual qualities and materials.

**8.5.5.4. Prohibited Corridor Fence Material.** A Corridor Fence shall not be made of vinyl unless specifically approved by the Planning Commission as an administrative action.

**8.5.5.5. Corridor Fence Maintenance.** Unless delegated to a community association, the immediately adjoining landowner is responsible for the maintenance and repair of their lot or parcel's portion of the Corridor Fence.

**8.5.5.6. Reserved.**

**8.5.6. Street Trees.** All streets shall be lined with shade trees in the parkstrip. Trees lining an adjacent and parallel sidewalk or pathway shall suffice for the street's trees.

**8.5.6.1. Tree Canopy.** Except as otherwise provided herein, the trees shall be planted in intervals and of a species such that the expected tree crown will converge with the expected tree crown of the trees adjacent. The expected tree crown shall be the average crown of the tree species at maturity. County shall allow for reasonable gaps between expected tree crowns to accommodate driveways, streets, intersection clear-view triangles, and other right-of-way accommodations as determined appropriate by County. A reasonable gap is the width or expected width of the accommodation(s).

**8.5.6.2. Tree Selection.** At least two different tree varieties selected from County's adopted tree list shall be used and dispersed in a manner that avoids transmission of pests/disease, or as may otherwise be specified by a an arborist certified by the International Society of Arborists, such that the trees have optimal chance of long-term survival.

**8.5.6.3. Tree Size.** No tree with a caliper less than two inches, as measured at the top of the root collar, shall be planted.

**8.5.7. Street Tree Installation and Maintenance Alternatives.** Developer has the following two installation and maintenance alternatives options for street trees, or some combination if mutually agreeable by the Developer and Planning Director:

**8.5.7.1. Master Developer Controlled:**

**8.5.7.1.1. Planting.** Tree planting shall be in accordance with best practices. Care shall be taken when planting a tree or when placing anything at the base of the tree so that the root's soils are not compacted.

**8.5.7.1.2. Tree Watering.** Master Developer agrees to provide each street tree with a watering mechanism tied either to a homeowner's association master meter, or tied directly to the meter providing secondary water to the lot fronting the street Improvements. County may allow alternative tree watering methods if Master Developer:

**8.5.7.1.2.1.** can provide a watering plan that the County determines sufficient and appropriate for the health of the tree; and

**8.5.7.1.2.2.** volunteers to be responsible for tree care, pursuant to **Section 8.5.7.1.3**, for an additional two years after the end of the warranty period.

**8.5.7.1.3. Tree Care.** Master Developer agrees to be responsible for tree health throughout the duration of the warranty period, after which the owner of the lot fronting the Improvements is responsible for the tree's health.

**8.5.7.1.4. Certificate of Occupancy.** No final certificate of occupancy for a dwelling unit shall be granted or effective until after the installation of all proposed trees, which shall clearly be in good health, in the parkstrip to which the lot is abutting.

**8.5.7.2. County Controlled:**

**8.5.7.2.1.** At Master Developer's expense, County shall contract with an arborist certified by the International Society of Arborists to install the trees. Master Developer shall provide a cash escrow for the full estimated cost of the installation as is typically required, including reasonable contingency costs and reasonable costs for tree replacements based on the average rate of establishment failure within the first year. If requested by the County, Master Developer agrees to periodically increase the escrow or reimburse the County to cover reasonable costs resulting from increases in labor and materials and/or inflation. Master Developer further agrees that County has full authority to draw from this escrow at any time to pay for the installation of street trees. For this alternative, County agrees to waive the required warranty period for the trees.

**8.5.7.2.2.** Master Developer agrees on behalf of itself and future lot owners that no final certificate of occupancy shall be issued for any building until after the required trees and appropriate and operating irrigation mechanisms for the trees are installed. County shall have full authority, based on recommendations from its tree professional, to determine what an appropriate and operating irrigation mechanism is.

**8.5.7.2.3.** If no appropriate and operating irrigation mechanism is provided, Master Developer agrees to compensate County for reasonable costs to routinely irrigate installed trees by whatever reasonable means necessary. County may recoup this cost from the adjoining lot owner if unable to recoup from Master Developer.

**8.5.7.2.4.** Master Developer shall provide each lot owner notice upon each lot sale of the tree installation program, including the owner's responsibility for long-term irrigation and tree maintenance pursuant to the Code.

**8.5.8. Public Landscaping.** The following are required for required landscaping within public rights-of-way and along public pathways:

**8.5.8.1. Parkstrip Landscaping.** Except around the base of a tree (root area), Master Developer shall place four-inch plus rock, eight inches deep, in each parkstrip, with a weed barrier beneath.

**8.5.8.2. Other Landscaping.** Additional plantings in addition to street and pathway trees may be placed within parkstrips and along pathways by the Master Developer or homeowners, to be operated and maintained either by the adjoining owner or a homeowners association.

**8.5.8.3. Construction Drawings to Include Landscaping.** Each Development Application submitted shall provide a detailed Public 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.

**8.5.8.4. Quality Control.** For best practices quality control, planting shall be conducted based on the recommendations from, and under the supervision of, an arborist certified by the International Society of Arborists. Written confirmation that best practices and provisions of this Agreement pertaining to Public Landscaping were followed for each planting or installation shall be provided to the County from the arborist, along with the certification number of the arborist, prior to the release of any financial guarantee for the Public Landscaping.

**8.5.9. Offsite or Project-Specific Street Improvements.** Master Developer agrees to construct, or cause to be constructed, the following.

**8.5.9.1. 3600 West Street Offsite Improvements.** Developer agrees to improve 3600 West Street to the County's minimum required asphalt width.

**8.5.9.2. Reserved.**

**8.5.9.3. Reserved.**

**8.5.9.4. Reserved.**

**8.5.10. Secondary Egress.**

**8.5.10.1.** Except as otherwise specified herein, Master Developer agrees that as the project is platted and constructed, street Improvements shall be installed such that at no time shall there be more than 15 lots or dwelling units on a single access street or route of streets before a second egress is installed. The second egress shall not loop back on any part of the single access street or route of streets.

**8.5.10.2. Project-Specific Egress Requirements.** Until a second street connection that is compliant with minimum county standards is constructed and accepted by the County, in order to plat lots that increase the number of residential lots along 3600 West Street north of 400 S greater than 30 lots or residences, the Developer agrees to provide for the following:

**8.5.10.2.1.** An emergency egress from the Project to the greater interconnected street network, and that does not double back onto 3600 West, shall be fully constructed to the minimum 20-foot paved travel surface width or as otherwise required by the local fire authority; and example of such is provided in **Exhibit K**;

**8.5.10.2.2.** A 10-percent warrantee guarantee escrow is provided to the County to assure performance of the egress for at least one year;

**8.5.10.2.3.** The egress shall remain ungated;

**8.5.10.2.4.** The egress is fully operational and accessible for emergency use by any member of the public at any time;

**8.5.10.2.5.** The egress is operated and maintained, including regular snow removal, by Master Developer, or at the option of Master Developer, a homeowners association, community foundation, or similar, throughout development of the Project; and

**8.5.10.2.6.** The egress is approved by the local fire authority.

**8.6. Non-Public Landscaping to be Water-Wise.** Except within a publicly accessible park, all lots within the development will implement water-wise landscaping measures as follows.

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

**8.6.1.1. Landscaping Pursuant to a Yard Landscape Plan.** A yard landscape plan shall be submitted with each building permit application for a primary structure and be in compliance with **Exhibit L - Waterwise Yard Landscape Plan Requirements**.

**8.6.1.2. Reserved.**

**8.6.2. Project-Specific Water-Wise Requirements.**

**8.6.2.1.** The requirements of this Section 8.6 shall not apply to a lot or area that is xeriscaped and no sprinkler or flood watering is used.

**8.6.2.2.** Reserved.

**8.7. Utilities.**

**8.7.1. Burying Utilities.** Master Developer agrees to underground all utilities in a manner that complies with adopted standards, including any existing overhead utilities within the Property and within any right-of-way adjacent to the Property. Long distance high voltage power transmission lines are exempt from this requirement.

**8.7.2. Sanitary Sewer.** Prior to issuance of the first Building Permit for the Project, Master Developer shall have the right and the obligation to construct or cause to be constructed a sewer collection and conveyance system.

**8.7.2.1. Reserved**

**8.7.2.2. Sewer Collection Service from County.** County agrees to allow the Project to be connected to County's sewer collection system, provided compliance with this Agreement and the Code; and provided compliance with County standards, which may be updated from time-to-time.

**8.7.2.3. Sewer Treatment.** Master Developer recognizes that County is not a provider for sewer treatment services. Master Developer shall arrange sewer treatment services for the Project with a provider prior to submittal of a Development Application. If within an existing sewer district's adopted future annexation area, Master Developer agrees to annex the Property into the sewer district boundaries, if the sewer district allows it, prior to submittal of a Development Application. If the sewer district does not allow the annexation, County agrees that Master Developer may pursue other sewer treatment options that do not involve the County.

**8.7.2.4. Gravity Sewer Collection Lines.** Master Developer agrees to install, or cause to be installed, a gravity sanitary sewer collection system to, throughout, and across the Property. The system shall stub to all lots or parcels within the Project that needs or will in the future need a sewer connection, and to adjacent properties in locations approved by the County Engineer, including, if applicable, offsite parcels to which **Section 36-1-1** of the Code applies. It shall be of sufficient size and at sufficient depth necessary to convey the anticipated future volume of sewage of the area, or lift station if applicable, at buildout, from the Project area to the lift station, as generally shown on the County's sewer master plan or as otherwise required by the County Engineer. The system shall be constructed to the specifications of the County. With the intent of reducing reliance on and maintenance of County controlled sewer lift stations and associated facilities, Master Developer agrees to extend gravity sewer infrastructure as far as reasonably practicable.

**8.7.2.5. Sewer Lift Station and Pressurized Collection Lines.** Master Developer agrees to install, or cause to be installed, a sewer lift station on the property, or in the general vicinity as generally shown on the County's sewer master plan, and a pressurized sanitary sewer main to convey the lift station area's anticipated future volume of sewage to an existing gravity-flow sewer main. The facilities shall be sized to serve the entire lift station area, as shown on the County's sewer master plan or as otherwise required by the County Engineer.

**8.7.2.6. Reserved.**

**8.7.2.7. Reserved.**

**8.7.3. Culinary and Secondary Water.** Master Developer recognizes that the County does not provide culinary or secondary water to the area and has no obligation to help Master Developer gain access to water services. Prior to issuance of the first Building Permit for the Project, Master Developer shall have the right and the obligation to construct or cause to be constructed culinary water and pressurized secondary water Improvements to and across the Property. Master Developer agrees to secure sufficient water necessary for both culinary and secondary needs for each subdivision plat prior to recordation of the subdivision plat.

**8.7.4. Stormwater.** Master Developer shall have the right and obligation to install a storm water drainage and detention system sufficient to support the storm water and drainage needs of the Project and adjacent public streets. The system shall be sized to support the anticipated storm water and drainage needs of the Project at full build-out such that multiple new drainage or detention facilities are avoided if possible in the future. The County Engineer has discretion to require the storm water facilities to be sized to

accommodate the general area's anticipated storm water and drainage needs at the area's buildout or as otherwise recommended by the stormwater master plan. Unless otherwise allowed by the County Engineer, the storm water from the Project shall be sufficiently treated, as approved by County Engineer, before discharging into the Weber River or other water body.

**8.7.4.1. Stormwater Storage Ownership and Maintenance.** The County reserves the right to require the maintenance of a stormwater storage facility to be the responsibility of a homeowner's or landowner's association in the event the County Engineer determines that the proposed facility presents an inordinate demand for services.

**8.7.4.2. Reserved.**

**8.7.4.3. Reserved.**

**8.7.5. Reserved.**

**8.8. Parks and Open Space.** Master Developer agrees to help the County reach its goal of providing at least ten acres of Public Park Open Space per 1,000 persons. Master Developer understands that the creation and/or preservation of parks and open space is a critical part of the County's consideration for this Agreement, the associated rezone, and the additional density given. Further, the Parties agree that the per-dwelling unit cost to build parks to this standard in 2024 dollars equals approximately $7,500.00. Given this, Master Developer agrees to provide, at no cost to the County, for the following parks, open space, and trails amenities:

**8.8.1. Reserved**.

**8.8.2. Park Dedication.** As Master Developer's Public Park Open Space acreage contribution, Master Developer agrees to dedicate the entire Weber River linear park area ("Public Park Open Space") to the County with the first subdivision plat recorded within the Property. The County shall have the right to convey the Public Park Open Space to the Taylor West Weber Park District (the Park District), or similar, entity, thereafter. The width of the Public Park Open Space shall be no less than 300 feet from ordinary high water edge of the Weber River, and shall span the entirety of the Property along the river.

**8.8.2.1. Reserved.**

**8.8.2.2. Deferred Conveyance.** County may defer dedication or conveyance, including any required Improvements, for any of the minimum required Public Park Open Space only if deferral is in the best interest of the public. This deferral shall be by means of a separate mutually acceptable agreement, recorded to the property to run with the land, and shall specify the terms of the deferral.

**8.8.2.3. Reserved.**

**8.8.2.4. Reserved.**

**8.8.2.5. Reserved.**

**8.8.2.6. Reserved.**

**8.8.2.7. Reserved.**

**8.8.2.8. Reserved.**

**8.8.3. Public Park Open Space Improvements.** Master Developer agrees, unless specified

in this Agreement otherwise, that the Public Park Open Space acreage shall be developed as an improved park. Unless agreed otherwise by the Parties and, if applicable, the Park District, Master Developer shall provide the following minimum Improvements and considerations for the Public Park Open Space.

**8.8.3.1. Reserved.**

**8.8.3.2. Park Detail Submittal.** With the first subdivision plat or improvement drawings, provide site specific detail of the Public Park Open Space. The detail shall provide location, configuration, and construction detail of required Improvements.

**8.8.3.3. Public Park Open Space Financial Guarantee.** The Public Park Open Space Improvements shall be included in the first subdivision plat's financial guarantee regardless of ownership.

**8.8.3.4. Reserved.**

**8.8.3.5. Weber River Corridor.** The Public Park Open Space improvements shall include a completed Weber River Parkway Trail. The trail shall be constructed to the cross section standards illustrated in **Exhibit J – Weber River Parkway Trail**. At least eight pathway-adjacent benches, affixed to the ground, shall be installed along the trail. The benches shall be relatively evenly spread out, or in a location as determined by the Park District, if applicable.

**8.8.3.5.1. Reserved.**

**8.8.3.5.2. Reserved.**

**8.8.3.5.3. Reserved.**

**8.8.3.5.4. Removal of Vegetation and Hydroseeding.** At a minimum, all invasive plant species shall be removed from the Public Park Open Space acreage and, unless required otherwise, any ground not already fully vegetated with native species shall be hydro-seeded with a native seed mix, and erosion control methods shall be implemented in accordance with best practices.

**8.8.3.5.5. Reserved.**

**8.8.3.6. Phasing of Public Park Open Space Improvements.** Unless provided otherwise in this Agreement, Public Park Open Space Improvements may be Phased with the rest of the Project's Phasing plan when in compliance with the following:

**8.8.3.6.1. Approved Construction Drawings.** All required final construction drawings for the entire Project, including all Public Park Open Space Improvements, shall first be approved by the County Engineer.

**8.8.3.6.2. Successive Improvements.** With each subdivision plat, no less than 30 feet of Weber River Parkway Trail shall be constructed per each lot or dwelling unit platted, until the entire trail is constructed. Master Developer and County may make other installation phasing plan(s) as long as they provide

similar or better timing for the construction of the trail.

**8.8.3.6.3. Completed prior to C/O.** A Phase's minimum required per-lot or dwelling park Improvements specified in **Section 8.8.3.6.2** are installed, accepted, and open for public use prior to issuance of the first certificate of occupancy in the Phase.

**8.8.3.7. Public Park Open Space Maintenance.** Master Developer agrees to operate and maintain or cause to be operated and maintained the Public Park Open Space acreage until after the completed Weber River Parkway Trail has received final improvements approval from the County Engineer.

**8.8.4. Project-Specific Public Park Open Space Improvements and Considerations.** Master Developer agrees to provide the following Project-specific Public Park Open Space Improvements and considerations.

**8.8.4.1. Waterfowl Viewing.** A waterfowl viewing area in a mutually agreeable location along the river. An example of such a viewing area is provided in **Exhibit H – Waterfowl Viewing Area Example**.

**8.8.4.2. Reserved.**

**8.8.4.3. Reserved.**

**8.9. Pathways and Trailheads.** Master Developer agrees to help the County's reach its goal of providing a walkable community wherein neighborhoods are interlinked to each other and to community destinations. Master Developer understands that the creation and interconnection of trails/pathways is a critical part of the County's consideration for this Agreement, the associated rezone, and the additional density given. As such, Master Developer agrees to install or cause to be installed the pathways as generally configured on the attached **Concept Plan (Exhibit C – Concept Plan)** and as otherwise specified as follows.

**8.9.1. Pathway and Trailhead Dedication.** Master Developer agrees to dedicate the minimum area required for proposed pathways and, if applicable, trailheads.

**8.9.2. Pathway Improvements.** Unless specified in this Agreement otherwise, Master Developer agrees that each proposed pathway right-of-way, pursuant to Exhibit C – Concept Plan, or required pathway right-of-way shall be developed as an improved pathway.

**8.9.2.1. Required Pathways.** Regardless of what is displayed in **Exhibit C – Concept Plan**, a street-adjacent pathway shall be installed along each major residential, collector, and arterial street within or immediately adjacent to the Property.

**8.9.2.2. Pathway Trees.** Each pathway and sidewalk within the Project or along adjoining pathway rights-of-way shall be lined with shade trees. Pathway trees shall follow the same standards and provisions as set forth in **Section 8.5.6** and **Section 8.5.7.**

**8.9.2.3. Non-Street Adjacent Pathway Landscaping.** For a pathway or pathway right-of-way that is not within a street right-of-way but abuts one or more lots, Master Developer shall place three-inch plus rock, six-inches deep, on the shoulders of each pathway, with a permeable weed barrier beneath. Alternatively, County agrees that Master Developer may install alternative planting and landscaping as long as it is operated and maintained by a homeowner's association or similar entity. Refer to **Exhibit F – Non-**

**Street-Adjacent Pathway Cross Section** for a depiction of these pathways.

**8.9.2.4. Construction Drawings to Include Landscaping.** Each subdivision's improvement plans shall provide a detailed Public 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.

**8.9.2.5. Pathway Crossing of Residential Street.** Wherever a pathway intersects with a residential street, Master Developer agrees to install or cause to be installed the following in accordance with NACTO and other applicable best practice standards:

**8.9.2.5.1. Raised Crosswalk.** A raised crossing with a zebra-style crosswalk. The raised crossing shall be constructed of concrete and be designed as a six-inch high ramped speed table with six-foot ramps or greater if required by the County Engineer. The top (horizontal) of the speed table shall be at least ten-feet wide. Notification signage shall be posted in advance of the speed table.

**8.9.2.5.2. Curb Extensions.** Curb extensions (bulb-outs) shall be installed for pathway street crossings on both sides of the applicable street. A curb extension (bulb-out) shall be constructed to constrict a residential street width to no greater than 24 feet, or 36 feet if the street has or is planned to have an on-street bike lane. The County Engineer has discretion to modify this width if the street's design is different than the County's standard. Each curb extension shall be marked with a traffic delineator as prescribed by the County Engineer or County Roads Supervisor. If Master Developer is not responsible for other street Improvements on the opposite side of a street, the following minimum curb extension requirements shall be installed on that side.

**8.9.2.5.2.1.** Each end of the curb extension shall at least provide a temporary means of directing drainage to the intended or expected drainage collection system or swale;

**8.9.2.5.2.2.** The curb extension shall provide pedestrians a convenient and safe transition from the crossing to whatever historic pedestrian facility exists there. If no formal NACTO-standard pedestrian facility exists on that side, Master Developer shall post a "Crossing Temporarily Closed" sign at the entrance of the crosswalk, or as otherwise required by the County Engineer or Roads Supervisor.

**8.9.2.5.2.3.** The County Engineer or Roads Supervisor may require other Improvements that minimize potential safety risks of the curb-

extension, such as but not limited to, additional curbing, guardrail, signage, drainage and street shoulder Improvements. If required, Master Developer hereby agrees to install such Improvements.

**8.9.2.6. Pathway Crossing of Collector or Arterial Street.** On a collector or minor arterial street, the raised crosswalk (speed table) and curb extensions pursuant to **Section 8.9.2.5** shall be installed in a manner as approved by the County or UDOT unless required otherwise by the County Engineer, UDOT, or the local fire authority. Regardless of whether a speed table or curb extension (bulb-out) is required, zebra style crosswalk is required.

**8.9.2.7. Reserved**

**8.9.3. Trailhead Improvements.** Unless specified in this Agreement otherwise, Master Developer agrees that each required trailhead shall be developed as an improved trailhead. At a minimum, a trailhead shall provide the following:

**8.9.3.1. Quantity.** Master Developer agrees to construct two trailheads in the locations as generally illustrated in Exhibit C – Concept Plan.

**8.9.3.2. Parking**. Paved access and a vehicle parking lot sufficient to provide off-street parking spaces for at least 15 typical passenger vehicles and six large vehicles or vehicles with trailers. The parking lot shall be configured in a manner that it can be expanded later.

**8.9.3.3. Amenities.** The trailhead shall at a minimum have the following amenities.

**8.9.3.3.1.** A bicycle fix-it stand.

**8.9.3.3.2.** A drinking fountain or water bottle filling station.

**8.9.3.3.3.** A bench.

**8.9.3.4. Restroom.** At least one sewered restroom building with no less than two single-use toilet facilities.

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

**8.9.3.6. Trailhead Utilities.** The following minimum trailhead utilities shall be installed.

**8.9.3.6.1.** Water supply connections for and sufficient water rights or shares necessary to provide for the culinary and secondary water needs of the trailhead.

**8.9.3.6.2.** Sewer connection sufficient for the sewer needs of the trailhead.

**8.9.3.6.3.** Electrical connections sufficient for the electrical needs of the trailhead.

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

**8.9.3.7. Project Specific Trailhead Improvements and Considerations.**

**8.9.3.7.1.** Before or simultaneous to platting the first lot or residential

dwelling unit, Master Developer shall complete the required trailhead improvements for the first trailhead. The first trailhead shall be the trailhead that is closest to the first plat.

**8.9.3.7.2.** Before or simultaneous to platting the 300th lot or residential dwelling unit, or when platting within 100 feet of the 300-foot Weber River corridor, Master Developer shall complete the required trailhead improvements for the second trailhead.

**8.10. Reserved.**

**8.11. Outdoor Lighting.** Master Developer agrees that all outdoor lighting within the Project will be dark-sky friendly and as such will be governed by the County's Outdoor Lighting Ordinance, Chapter 108-16 of the Code.

**8.12. Lot Development Standards.** The site development standards of the R1-15 zone shall apply except as modified as follows or as provided in **Exhibit I – Bungalow Lot Detail**:

**8.12.1.** The minimum lot area in **Section 104-12-5.020** shall be modified from 6,000 square feet to 5,000 square feet.

**8.12.2.** The minimum lot width and frontage in **Section 104-12-5.030** shall be modified from 60 feet to no less than 50 feet.

**8.12.3.** The minimum side yard setback for a dwelling pursuant to **Section 104-12-5.050** shall be modified to be no less than five feet. All other setback standards of that section apply

## 9. Amendments, Modifications, 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 Master 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. Who may Submit Modification Applications.** Only the County and Master Developer or an Assignee that succeeds to all of the rights and obligations of Master Developer under this Agreement (and not including a Subdeveloper) may submit a Modification Application.

**9.2. Modification Application Contents and Process.**

**9.2.1. Contents.** Modification Applications shall:

**9.2.1.1. Identification of Property.** Identify the property or properties affected by the Modification Application.

**9.2.1.2. Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.

**9.2.1.3. Identification of Non-County Agencies.** Identify any Non-County agencies potentially having jurisdiction over the Modification Application.

**9.2.1.4. Map.** Provide a map of any affected property and all property within one thousand feet (1000') showing the present or intended uses and density of all such properties.

**9.2.1.5. Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the County to cover the costs of

processing the Modification Application.

**9.2.2. County Cooperation in Processing Modification Applications.** The County shall cooperate reasonably in promptly and fairly processing Modification Applications.

**9.2.3. Planning Commission Review of Modification Applications.**

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

**9.2.3.2. Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding effect on the consideration of the Modification Application by the Board of County Commissioners.

**9.2.4. Board of County Commissioners' Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application the Board of County Commissioners shall consider the Modification Application.

**9.3. Project Facility Repair, Maintenance, and Replacement.** Master 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.

**9.4. Authorized Changes, Enlargements, or Alterations.** As set forth below, the Planning Division Director may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project. 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.

**9.4.1. 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 Division Director.

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

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

## 10. Miscellaneous Provisions.

**10.1. Certificate of Occupancy Requirements.** The following are required prior to issuance of a certificate of occupancy.

**10.1.1.** Reserved.

**10.1.2.** Reserved.

**10.1.3.** Reserved.

10.1.4. Installation of required street and pathway trees and landscaping, as specified in **Section 8.5.7.1.4**, if applicable. Installation of required Weber River Parkway Trail improvements, as specified in **Section 8.8.3.6.3.**

10.1.5. Installation of dark-sky friendly outdoor lighting, as specified in **Section 8.11** of this Agreement.

**10.2. Financial Guarantee Requirements.** Master Developer agrees to be governed by the financial guarantee provisions in **Section 106-4-3** of the Code in effect at the time of the Approval Date. In addition to required Improvements listed in the Code, Master Developer further agrees that the financial guarantee shall include all required Improvements specified in this Agreement. Prior to the release or partial release of certain financial guarantee funds, the following are required.

10.2.1. Reserved.

10.2.2. If applicable, written confirmation of implementation of landscape best practices from a qualified professional, as specified in **Section 8.5.8.4.**

10.2.3. Reserved.

**10.3. Reserved**.

**10.4. Reserved.**

**10.5. Reserved.**

**10.6. Future Taxes, Services, and Districts.**

10.6.1. **District(s).** Master Developer agrees to annex the Property into any local taxing district if the purpose of that district is to provide any service necessary for the development of the property pursuant to this Agreement and the Code. Annexation shall occur prior to final plat recordation. If the project will be Phased, the entire preliminary plat/plan shall be annexed into said district(s) prior to recordation of the first plat.

10.6.2. **Municipal Services Tax.** Master Developer agrees that the County may impose additional tax to the Property to better accommodate for the municipal services demand of the Project, provided that the tax is reasonably necessary to provide the service(s).

10.6.3. **Restriction on Right to Protest Future Tax or Taxing Entity.** If the Property is ever within the boundaries of a Proposed Taxing Entity or Proposed Tax, and the process for applying the Proposed Taxing Entity or Proposed Tax to the Property includes the right for affected landowners to file a protest in a manner that could hinder the application of the Proposed Taxing Entity or Proposed Tax to the Property, Master Developer hereby waives the right to file the protest, and agrees that any protest filed is void. Master Developer does so on behalf of itself and all future owners who may obtain any interest in the Property. Future owners are hereby on notice that the right is waived. This provision applies unless the County Commission agrees, in writing, with and to the protest.

**10.7. Expert Review for Development Applications.** If the County subjects the Development Application to a review by County Consultants then payment of the reasonable and actual costs of the County Consultants' review shall be the responsibility of Applicant.

**10.8. Parcel Sales.** Master Developer may obtain approval of a Subdivision that does not create any individually developable lots in the Parcel without being subject to any requirement in the Code to complete or provide security for the Improvements at the time of the Subdivision except that the County may require as a part of the Subdivision of the Parcel the construction of perimeter

Improvements such as curb and gutter, sidewalks and fire hydrants if reasonably necessary given the location of the Parcel Sale in relation to other development and the respective timing of the completion of such developments. The responsibility for completing and providing security for completion of any Improvements in the Parcel shall be that of the Master Developer or a Subdeveloper upon a further Subdivision of the Parcel that creates individually developable lots. The provisions of the foregoing notwithstanding, no division shall be made that disproportionately splits the public spaces or public Improvements anticipated by this Agreement or the Code without first providing adequate security in a manner satisfactory to County to ensure those public improvements or spaces are provided.

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

## 11. General Provisions.

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

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

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

**11.4. Assignability.** The rights and responsibilities of Master Developer under this Agreement may be assigned as provided below by Master Developer.

**11.4.1. Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned. Unless approved otherwise by the County, the only rights and responsibilities assignable under partial assignments are the rights and responsibilities pertaining to development within the assigned area, and Master Developer retains all other rights and responsibilities that pertain to the project not located within the assigned area, including any applicable offsite improvements.

**11.4.1.1.** Development within an assigned area is prohibited until and unless all infrastructure required to serve the assigned area is installed and operational. No development applications shall be submitted until such time.

**11.4.1.2.** Development within an assigned area is prohibited until and unless all

of the required Public Park Open Space area has been dedicated for the Weber River Corridor Park. No development applications shall be submitted until such time.

**11.4.1.3.** After any partial assignment of the Project, a cash escrow equal to $7,500 per residential lot shall be submitted to the County with or prior to recordation of any plat in the Project. The escrow funds shall be held as financial assurance for the installation of the required Public Park Open Space improvements.

**11.4.2. Sales not an Assignment.** Master Developer's selling or conveying a lot in any approved Subdivision or Parcels or any other real estate interest within the Project, to builders, users, or Subdevelopers, shall not be deemed to be an "assignment." Despite the selling or conveyance, Master Developer still maintains all rights, responsibilities, and obligations of this Agreement relative to development on the sold or conveyed property.

**11.4.3. Related Party Transfer.** Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the County Notice of any event specified in this subsection within ten (10) days after the event has occurred. Such Notice shall include providing the County with all necessary contact information for the newly responsible Party.

**11.4.4. Notice.** Master Developer shall give Notice to the County of any proposed assignment and provide such information regarding the proposed Assignee that the County may reasonably request. Such Notice shall include the following.

**11.4.4.1.** All necessary contact information for the proposed Assignee.

**11.4.4.2.** The entry number of this Agreement on file in the Office of the Weber County Recorder, and entry number to any successive amendments thereto or other agreements that may affect this Agreement or amendments thereto.

**11.4.4.3.** A verbatim transcription of this **Section 11.4**. “Assignability,” or future amendment thereof, if applicable.

**11.4.5. Assignee Bound by this Agreement.** An Assignee shall be bound by the assigned terms and conditions of this Agreement.

**11.5. Binding Effect.** Except as otherwise specified in this Agreement, this Agreement shall be binding upon the Parties and their respective Successors, as well as all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Property, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.

**11.6. No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have unless the Party has waived the right in writing.

**11.7. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to

be invalid for any reason, the parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

**11.8. Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this Agreement, the County and Master Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments and the Master Developer. The initial representative for the County shall be the Planning Division Director and the initial representative for Master Developer shall be the presiding member of Heritage Land Holdings, LLC. The parties may change their designated representatives by Notice.

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

**11.10. 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.

**11.11. 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.

**11.12. 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.

**11.13. 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.

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

**11.15. 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.

**11.16. 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 Master

Developer or the County

**11.17. 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.

**11.18. 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.

**11.19. Agreement Recordation Deadline.** This agreement and its associated rezone shall be considered abandoned and become null and void if not presented to the County for recordation within one year of the Approval Date.

## 12. Notices.

**12.1. 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.

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

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**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

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**If to Master Developer:**

Heritage Land Holdings, LLC
470 N 2450 W
Tremonton, UT 84337

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

**12.3.1. Physical Delivery.** Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending Party has confirmation of

transmission receipt of the Notice).

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

12.3.3. **Mail Delivery.** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any Party may change its address for Notice under this Agreement by giving written Notice to the other Party in accordance with the provisions of this Section.

## 13. Default and Remedies.

**13.1. Notice of Default.** If Master Developer or a Subdeveloper or the County fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

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

**13.1.1.1. Claim of Default.** Specify the claimed event of Default, including the approximate date of when the event is determined to have begun;

**13.1.1.2. Identification of Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

**13.1.1.3. Specify Materiality.** Identify why the Default is claimed to be material; and

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

13.1.2. **Default Resolution Required.** In the event of Default by Master Developer, the County agrees any declaration of Default shall be executed by passing a resolution that declares the Default.

**13.2. Dispute Resolution Process.**

13.2.1. **Conference.** In the event of any dispute relating to this Agreement, the Parties, upon the request of either Party, shall meet within fourteen (14) 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) Master Developer shall send Master 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.

13.2.2. **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. 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.

**13.3. Remedies.** If the parties are not able to resolve the Default by "Meet and Confer" then the parties may have the following remedies:

**13.3.1. Code Enforcement.** The Master 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.

**13.3.2. Legal Remedies.** The rights and remedies available at law and in equity, including injunctive relief and specific performance, but not damages.

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

**13.3.4. Withholding Further Development Approvals.** The right to withhold all further reviews, approvals, licenses, Building Permits and/or other permits for development of the Project in the case of a Default by Master Developer until the Default has been cured.

**13.3.5. Extended Cure Period.** If any Default cannot be reasonably cured within sixty days, then such cure period shall be extended so long as the defaulting Party can provide evidence that it is pursuing a cure with reasonable diligence.

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

**13.4. Venue.** Any action to enforce this Agreement shall be brought only in the Second Judicial District Court for the State of Utah, Weber County.

## 14. Entire Agreement.

This Agreement, together with all exhibits 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.

## 15. 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. 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.

## 16. 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)

**17. SIGNATURES**

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

Signed by: _____ on: 07/01/2025
*Commission Chair* *Signature Date*

Commission Approval Date: 07/01/2025
*Approval Date*
*(as defined in this Agreement)*

ATTEST: _____

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

CLERK / AUDITOR OFFICIAL SEAL WEBER COUNTY, UTAH

**"Master Developer"**

***Heritage Land Holdings, LLC***

By: _____

Print Name: L Boyd Cook

Title: CFO

**DATE:** 6/25/25

**Master Developer Acknowledgment**

State of Utah )

)ss.

County of Davis )

On the 25TH day of JUNE, 2025 personally appeared before me L BOYD COOK, who being by me duly sworn, did say that he is the CFO of HERITAGE LAND HOLDINGS 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.

_____

My Commission Expires: 08/20/2025

MANAS CITY, IDAHO

Notary Public, residing in

Melisa Kim Yen Casselman
Notary Public, State of Utah
Commission # 720009
My Commission Expires
August 20, 2025

**Exhibit A – Property Legal Description**

Parcels and Legal Description of Lots Comprising Lomond View

Parcel #: **150280049**

PART OF THE NORTH HALF OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 2WEST, SALT LAKE BASE & MERIDIAN, BEGINNING AT CENTER OF SAIDSECTION 9 AND RUNNING THENCE NORTH 89D15'27" WEST 181.50 FEETALONG THE QUARTER SECTION LINE, THENCE NORTH 0D51'29" EAST1963.33 FEET TO THE CHANNEL OF RIVER, THENCE THE FOLLOWING TEN(3) COURSES ALONG SAID CHANNEL OF RIVER, (1) NORTH 82D13'27"EAST 457.93 FEET (2) NORTH 89D15'23" EAST 233.23 FEET, (3)SOUTH 71D56'20" EAST 170.94 FEET TO THE OLD CHANNEL OF RIVER,THENCE THE FOLLOWING SEVEN (7) COURSES ALONG THE OLD CHANNELOF RIVER, (1) SOUTH 37D10'59" EAST 222.20 FEET, (2) SOUTH10D23'44" WEST 184.63 FEET, (3) SOUTH 81D34'43" WEST 247.99FEET, (4) SOUTH 26D40'32" WEST 327.20 FEET, (5) SOUTH 6D35'23"EAST 153.19 FEET, (6) SOUTH 61D30'49" EAST 526.19 FEET, (7)NORTH 83D59'38" EAST 434.06 FEET TO THE EAST LINE OF THESOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9,THENCE SOUTH 0D51'31" WEST 638.64 FEET ALONG SAID EAST LINE TOAN EXISTING FENCE, THENCE THE FOLLOWING THREE (3) COURSESALONG SAID FENCE, (1) NORTH 82D48'56" WEST 571.68 FEET, (2)NORTH 83D59'27" WEST 442.90 FEET, (3) SOUTH 0D02'46" WEST415.59 FEET TO THE QUARTER SECTION LINE THENCE NORTH 89D15'27"WEST 300.32 FEET ALONG SAID QUARTER SECTION LINE TO THE POINTOF BEGINNING.

Parcel #: **150280071**

AREA BETWEEN 15-028-0019 AND THE BROW/UPPER BANK OF THE OLDWEBER RIVER CHANNEL. PART OF THE NORTHEAST QUARTER OF SECTION9, TOWNSHIP 6 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE ANDMERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTERQUARTER CORNER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 2 WEST,OF THE SALT LAKE BASE & MERIDIAN MONUMENTED WITH A WEBERCOUNTY ALUMINIUM CAP, THENCE NORTH 03D56'16" WEST 1779.92 FEETALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 9,THENCE NORTH 86D03'44" EAST 963.77 FEET TO THE POINT OFBEGINNING AND RUNNING THENCE ALONG THE BOUNDARY OF WARRANTYDEED RECORDED IN THE WEBER COUNTY RECORDERS OFFICE UNDER E#3225236 ON MARCH 22, 2022 THE NEXT SIX COURSES: 1) THENCESOUTH 10D23'44" WEST 226.81 FEET, 2) THENCE SOUTH 81D34'43"WEST 247.99 FEET, 3) THENCE SOUTH 26D40'32" WEST 327.20 FEET,4) THENCE SOUTH 06D35'23" EAST 153.19 FEET, 5) THENCE SOUTH61D30'49" EAST 526.19 FEET 6) THENCE NORTH 83D59'38" EAST365.31 FEET 7) THENCE NORTH 00D00'00" WEST 62.74 FEET 8)THENCE NORTH 18D22'18" EAST 365.63 FEET TO THE CENTER OF THEMAIN CHANNEL OF THE WEBER RIVER AS DEFINED BY RIVER SIDEESTATES (WEBER COUNTY RECODERS OFFICE BOOK 04 PAGE 005) THENCEALONG SAID CENTER OF MAIN CHANNEL THE NEXT TWO COURSES: 1)THENCE SOUTH 43D59'42" EAST 175.84 FEET, 2) THENCE SOUTH87D10'07" EAST 73.16 FEET, THENCE SOUTH 01D06'19" WEST 205.87FEET, THENCE ALONG THE BRIM/UPPER BANK OF THE OLD WEBER RIVERCHANNEL THE NEXT TWENTY FOUR COURSES: 1) THENCE SOUTH33D51'33" WEST 47.75 FEET, 2) THENCE SOUTH 46D24'48" WEST94.81 FEET, 3) THENCE SOUTH 64D40'00" WEST 108.21 FEET, 4)THENCE SOUTH 83D31'15" WEST 53.45 FEET 5) THENCE NORTH74D14'44" WEST 65.63 FEET, 6) THENCE NORTH 38D21'09" WEST23.58 FEET, 7)

THENCE NORTH 63D51'01" WEST 34.19 FEET, 8)THENCE SOUTH 76D30'56" WEST 216.77 FEET, 9) THENCE NORTH82D26'43" WEST 33.76 FEET, 10) THENCE SOUTH 61D30'58" WEST67.33 FEET, 11) THENCE NORTH 81D08'42" WEST 88.25 FEET, 12)THENCE NORTH 62D06"52" WEST 46.11 FEET, 13) THENCE NORTH11D28'50" WEST 37.75 FEET, 14) THENCE NORTH 53D23'26" WEST34.59 FEET, 15) THENCE NORTH 65D47'27" WEST 160.79 FEET 16)THENCE SOUTH 84D14'51" WEST 23.58 FEET, 17) THENCE NORTH50D46'04" WEST 71.33 FEET. 18) THENCE NORTH 65D23'41" WEST112.56 FEET 19) THENCE NORTH 19D13'06" WEST 206.96 FEET, 20)THENCE NORTH 00D21'38" EAST 141.95 FEET, 21) THENCE NORTH20D03'35" EAST 159.36 FEET, 22) THENCE NORTH 39D07'57" EAST86.21 FEET, 23) THENCE NORTH 64D58'36" EAST 140.06 FEET, 24)THENCE SOUTH 83D58'39" EAST 69.58 FEET THENCE NORTH 23D45'53"EAST 272.45 FEET TO THE CENTER OF MAIN CHANNEL OF THE WEBERRIVER, THENCE SOUTH 47D54'14" EAST 114.06 FEET ALONG SAIDCENTER OF MAIN CHANNEL TO THE POINT OF BEGINNING. CONTAININING5.829 ACRES MORE OR LESS.

Parcel #: **150280005**

PART OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKEMERIDIAN, U.S. SURVEY: BEGINNING AT THE NORTHEAST CORNER OFTHE SOUTHEAST QUARTER OF SECTION 9; THENCE WEST 6.42 CHAINS;THENCE SOUTH 2D EAST 17.31 CHAINS; THENCE SOUTH 72D45' EAST7.21 CHAINS TO EAST LINE OF SECTION; THENCE NORTH 19.4 CHAINSTO BEGINNING. CONTAINING 10.42 ACRES. TOGETHER WITH A RIGHT-OF-WAY BEGINNING ON THE WEST LINEOF 33 FOOT LANE 912.5 FEET EAST OF THE SOUTHWEST CORNER OFSAID QUARTER SECTION; THENCE NORTH 122 RODS ALONG LANE; THENCEEASTERLY 68.48 RODS; THENCE SOUTH 20 FEET; THENCE WESTERLY67.27 RODS TO A POINT 20 FEET EAST OF WEST SIDE OF LANE;THENCE SOUTH 80.25 RODS; THENCE EAST TO EAST SIDE OF 33 FOOTLANE; THENCE SOUTH 41.75 RODS TO ROAD; THENCE WEST 33 FEETTO BEGINNING. AS DESCRIBED IN THE QUIT CLAIM DEED DATEDMARCH 7, 1936 AND RECORDED JUNE 4, 1936 IN BOOK 126 OF DEEDSAT PAGE 527. SUBJECT TO A RESERVATION OF A COMMON USE OF THE ABOVEDESCRIBED RIGHT-OF-WAY AND A 20 FOOT RIGHT-OF-WAY ADJOININGTHE EAST TERMINUS OF THE ABOVE DESCRIBED RIGHT-OF-WAY;RUNNING EASTWARD TO THE EAST LINE OF SAID SECTION 9 FORACCESS TO SECTION 10, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALTLAKE BASE AND MERIDIAN. EXCEPTING THAT PART LYING WITHIN THE CORPORATE LIMITS OFMARRIOTT-SLATERVILLE CITY. (E #1647400, MAP E #1652953, BOOK 50, PAGE 10)

Parcel #: **150280006**

PART SOUTHEAST QUARTER SECTION 9, TOWNSHIP 6 NORTH, RANGE 2WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING ATA POINT 41.75 RODS NORTH FROM SOUTHEAST CORNER OF SAIDQUARTER SECTION; RUNNING THENCE WEST 1228.69 FEET; THENCENORTH 0D56'30" EAST 362.32 FEET TO THE NORTHEAST CORNER OFMCFARLAND SUBDIVISION, THENCE EAST ALONG THE SOUTH LINE OF A60 FOOT STRIP (E#1719913) TO A POINT NORTH 55D49'58" WESTFROM THE POINT OF BEGINNING; THENCE NORTH 03D08'19" EAST1525.19 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SOUTH-EASTERLY QUARTER; THENCE EAST ALONG SAID NORTH LINE 61.52FEET, MORE OR LESS, THENCE SOUTH 2D WEST 17.31 CHAINS; THENCESOUTH 72D45' EAST 7.25 CHAINS; THENCE SOUTH TO THE PLACE OFBEGINNING. SUBJECT TO R-O-W (126-527).

Parcel #: **150280046**

PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 6 NORTH,RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U S SURVEY,DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS NORTH00D45'04" WEST ALONG THE SECTION LINE 1180.41 FEET AND SOUTH89D14'56" WEST 530.57 FEET FROM THE SOUTHEAST CORNER OF SAIDSECTION 9; THENCE SOUTH 82D13'14" WEST 366.26 FEET TO A 923.75FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS NORTH 07D46'46"WEST; THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH ACENTRAL ANGLE OF 8D43'11" A DISTANCE OF 140.58 FEET; THENCENORTH 89D03'35" WEST 664.65 FEET; THENCE NORTH 00D46'24" EAST1526.76 FEET; THENCE SOUTH 89D13'33" EAST 391.42 FEET; THENCENORTH 01D01'53" EAST 50.71 FEET; THENCE SOUTH 89D03'[35"] EAST835.86 FEET; THENCE SOUTH 00D56'25" WEST 48.29 FEET; THENCESOUTH 03D08'19" WEST 1465.19 FEET TO THE POINT OF BEGINNING. NOTE: THE DESCRIPTION USED E#2741061 APPEARS IN CONFLICTWITH THE BRACKETED INFORMATION SHOWN ABOVE.

Parcel #: **150280047**

A 60 FOOT WIDE STRIP OF GROUND WHICH IS PART OF THE SOUTHEASTQUARTER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALTLAKE BASE AND MERIDIAN, U S SURVEY, THE NORTHERLY BOUNDARY OFWHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT ISNORTH 00D45'04" WEST ALONG THE SECTION LINE 1180.41 FEET ANDSOUTH 89D14'56" WEST 530.57 FEET FROM THE SOUTHEAST CORNER OFSAID SECTION 9; THENCE SOUTH [82]D13'14" WEST 366.26 FEET TO A923.75 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS NORTH07D46'46" WEST; THENCE WESTERLY ALONG SAID CURVE TO THE RIGHTTHROUGH A CENTRAL ANGLE OF 8D43'11" A DISTANCE OF 140.58 FEET;THENCE NORTH 89D03'35" WEST 664.65 FEET. NOTE: THE DESCRIPTION USED E#2741061 APPEARS IN CONFLICTWITH THE BRACKETED INFORMATION SHOWN ABOVE.

**Exhibit B – Property Graphic Depiction**

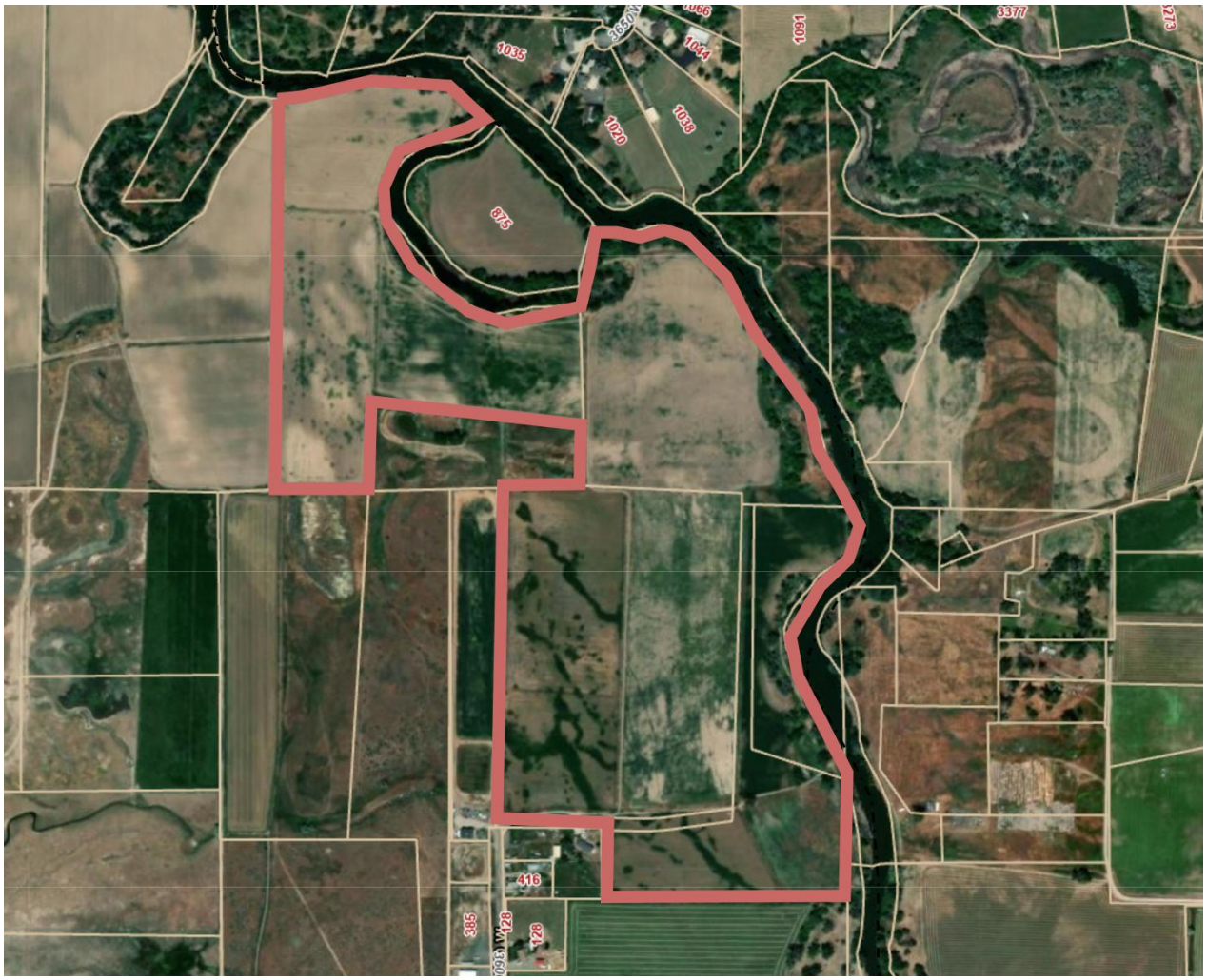
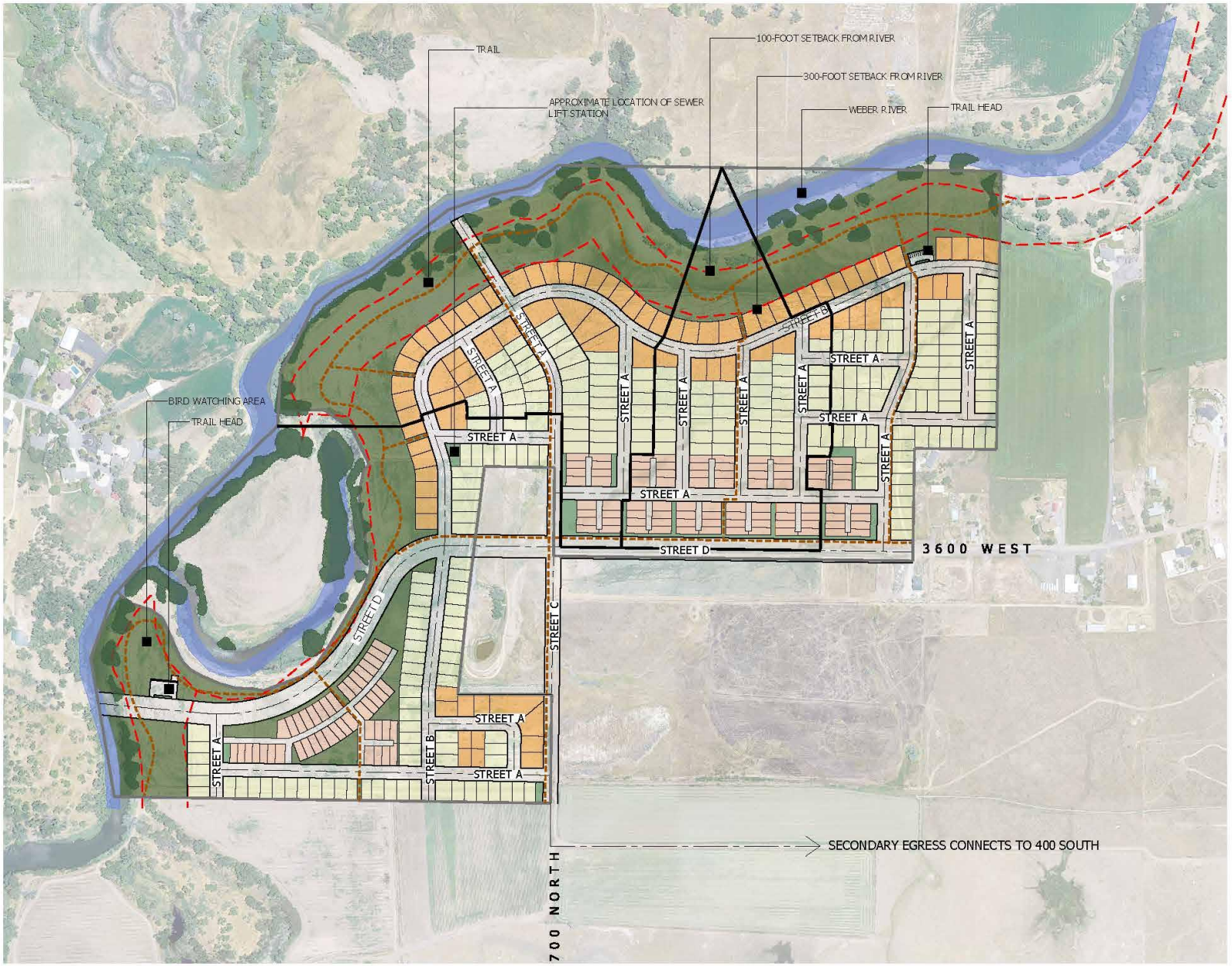


**Exhibit C – Concept Plan**

The following illustration represents the conceptual configuration of the project. The Parties understand that de minimis deviations from this configuration may be allowed to better consider actual site conditions, pursuant to **Section 9.4** of this Agreement. Any conflict contained within this agreement shall be interpreted to apply the stricter requirement. Master Developer agrees that any omission of required information shall be interpreted in a manner best suited to benefit the general public, as determined by the County, regardless of how it may affect the Project.

Except as more specifically required in this Agreement, Master Developer shall have no obligation for improvements illustrated on others' parcels. If Master Developer acquires or gains control over all or part of Parcel 15-028-0053, Master Developer agrees to provide street connections to and from it to the Project's streets pursuant to the county's street connectivity requirements.




**LEGEND**

- 70-FOOT WIDE LOTS (88)
- 50-FOOT WIDE LOTS (241)
- BUNGALOW LOTS (131)
- PRIVATE OPEN SPACE
- PUBLIC OPEN SPACE
- TOTAL UNITS (460)
- SETBACK FROM RIVER
- TRAIL

**STREET LABELS**

- STREET A - MINOR RESIDENTIAL
- STREET B - MAJOR RESIDENTIAL
- STREET C - MINOR COLLECTOR
- STREET D - MAJOR COLLECTOR

200 0 200 400 600

Scale: 1" = 200'

**HUNT · DAY**
3445 Antelope Drive, S1 200
Syracuse, UT 84075
PH: 801.664.4724

# LOMOND VIEW ESTATES

WEBER COUNTY, UTAH

Drawn: T.PRIDEMORE
Proj. No. 176-02
Date: 5 June 2025
File:

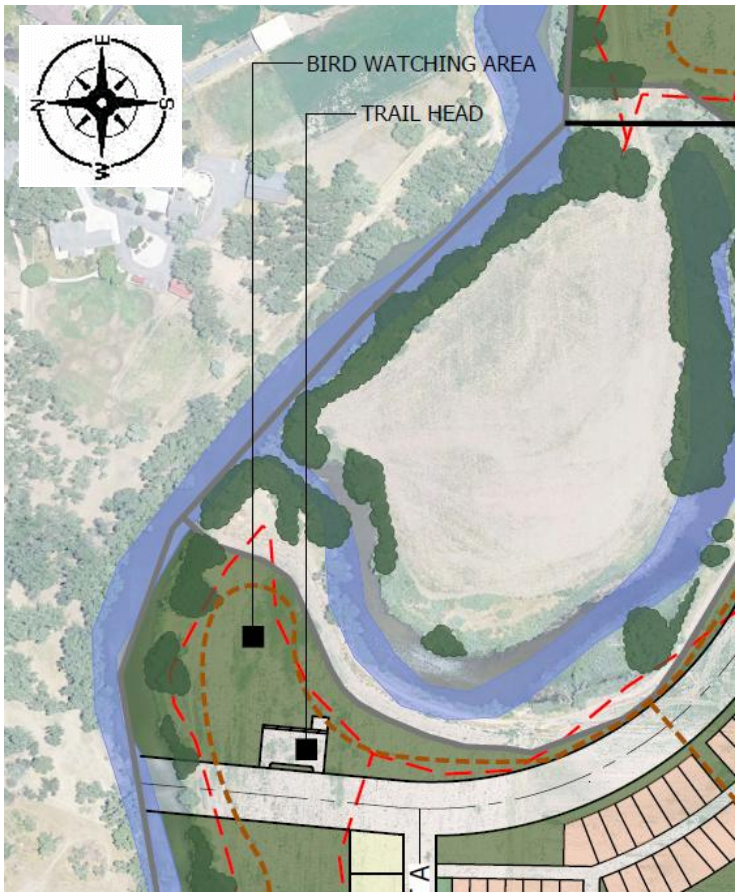
*This plan is for illustrative purposes only.*

## LEGEND

- 70-FOOT WIDE LOTS (88)
- 50-FOOT WIDE LOTS (241)
- BUNGALOW LOTS (131)
- PRIVATE OPEN SPACE
- PUBLIC OPEN SPACE
- TOTAL UNITS (460)
- SETBACK FROM RIVER
- TRAIL

**STREET LABELS**

- STREET A - MINOR RESIDENTIAL
- STREET B - MAJOR RESIDENTIAL
- STREET C - MINOR COLLECTOR
- STREET D - MAJOR COLLECTOR



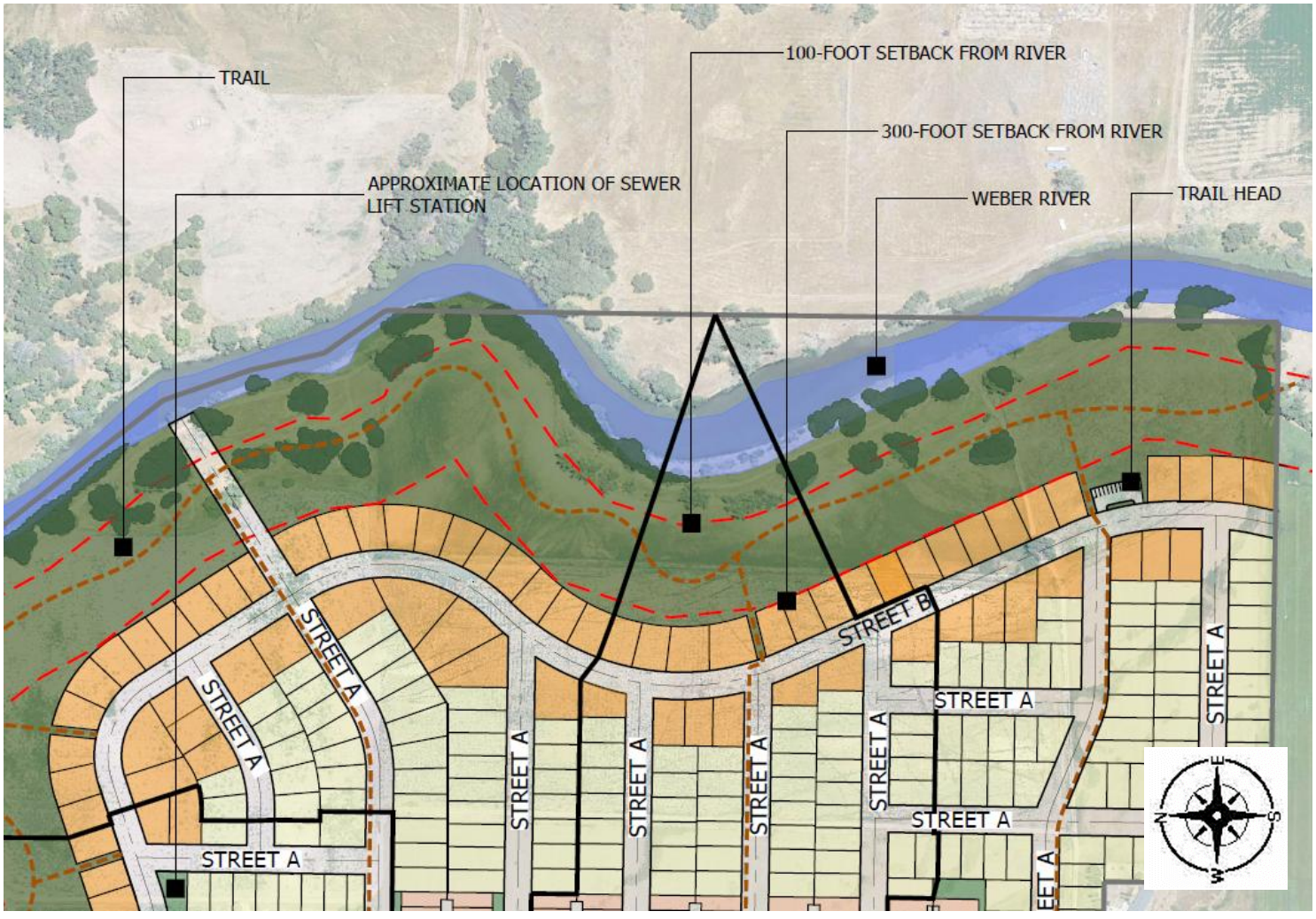



**Exhibit D – Associated Rezone Area**

Prior Zone:

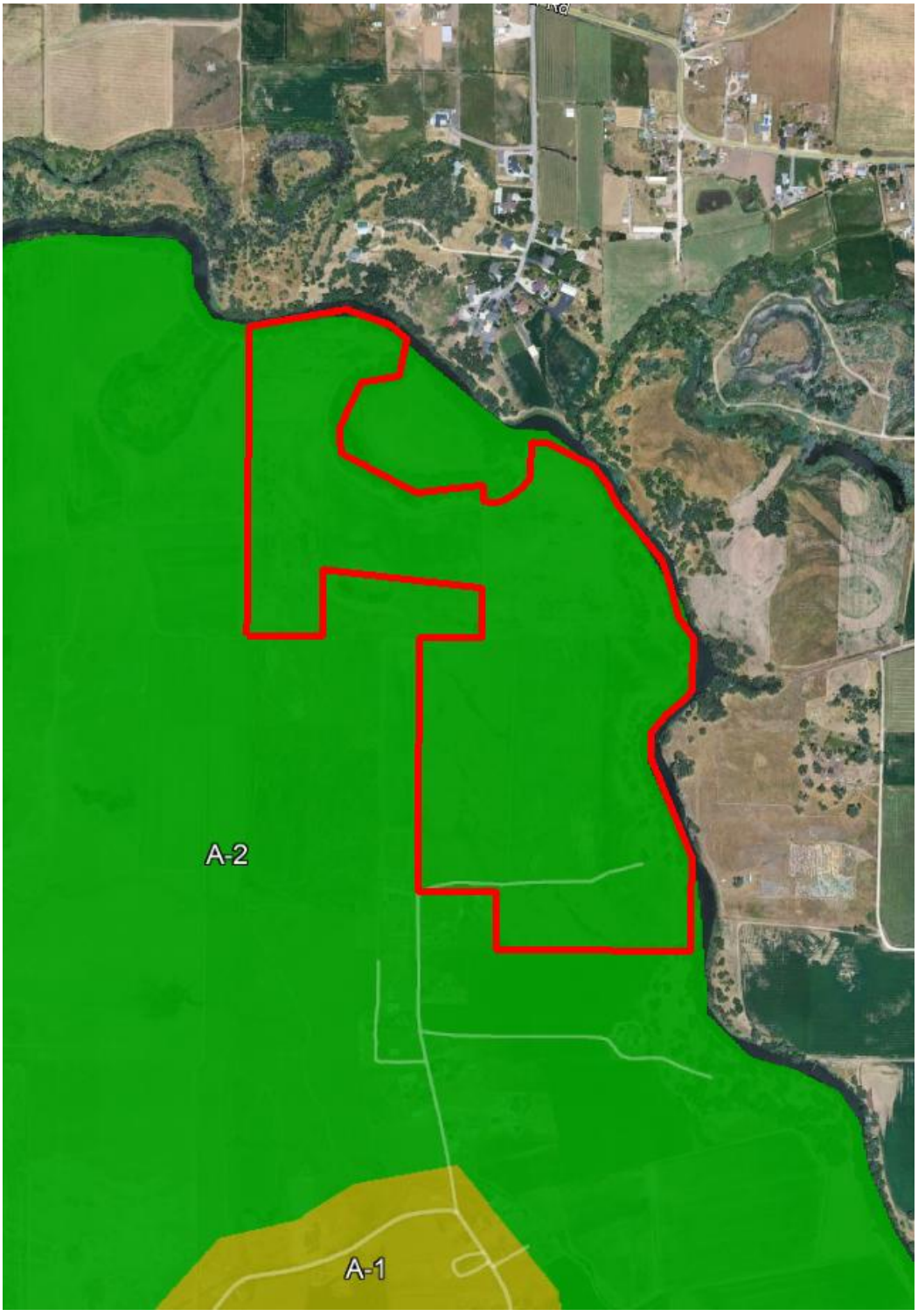
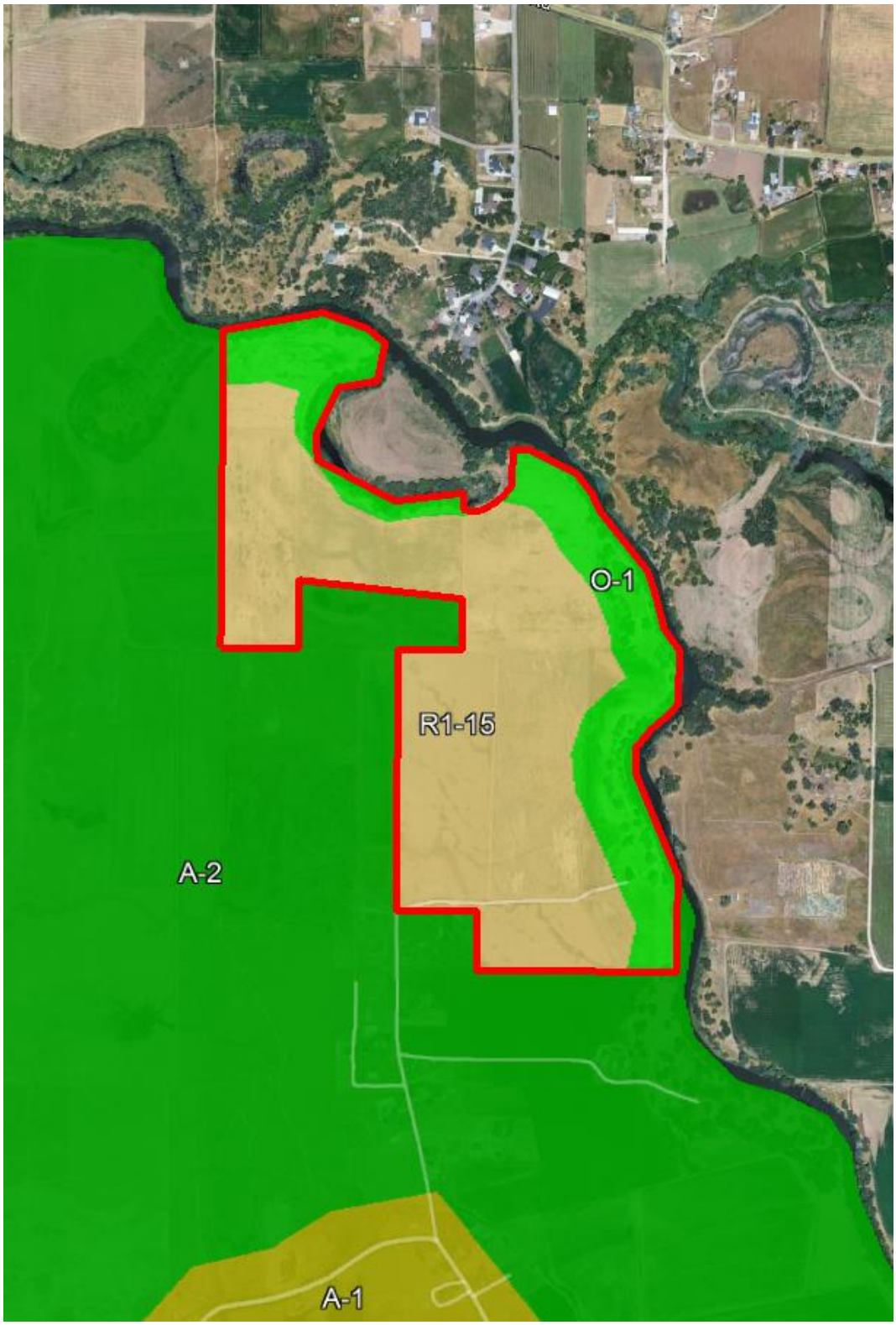


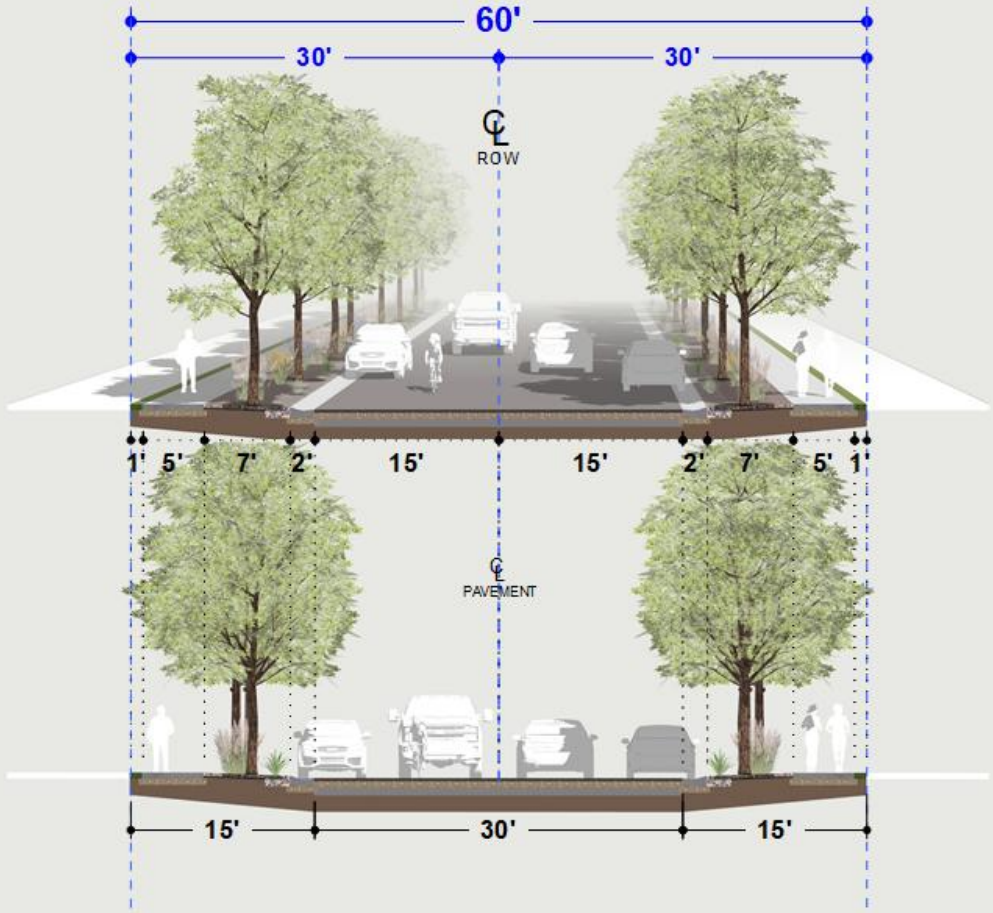
**Exhibit D – Associated Rezone Area (Cont.)**

New Zone:



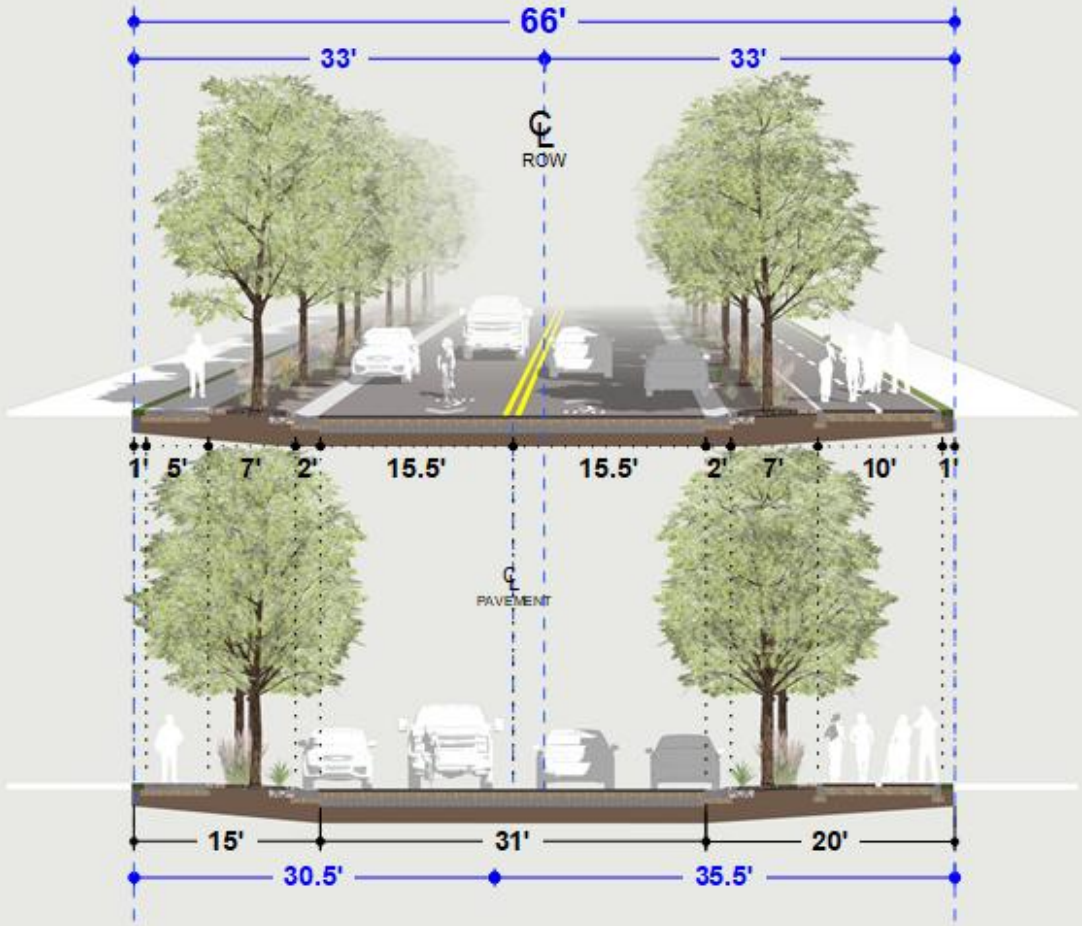
# MINOR RESIDENTIAL

VEHICLE LANES: 2 (UNMARKED)
INTENDED SPEED: 25 MPH
SHOULDER: ON STREET PARKING
BICYCLE FACILITIES: ON STREET (UNMARKED)



## MAJOR RESIDENTIAL

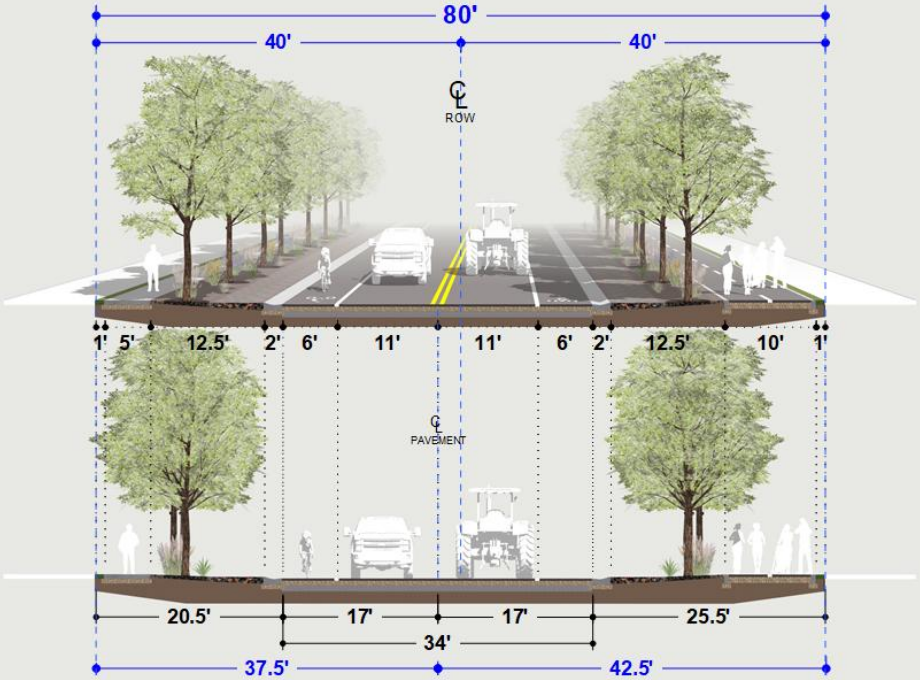
VEHICLE LANES: 2
INTENDED SPEED: 25 MPH
SHOULDER: ON STREET PARKING
BICYCLE FACILITIES: ON STREET LANE SHARROW



# 700 NORTH

## MINOR COLLECTOR

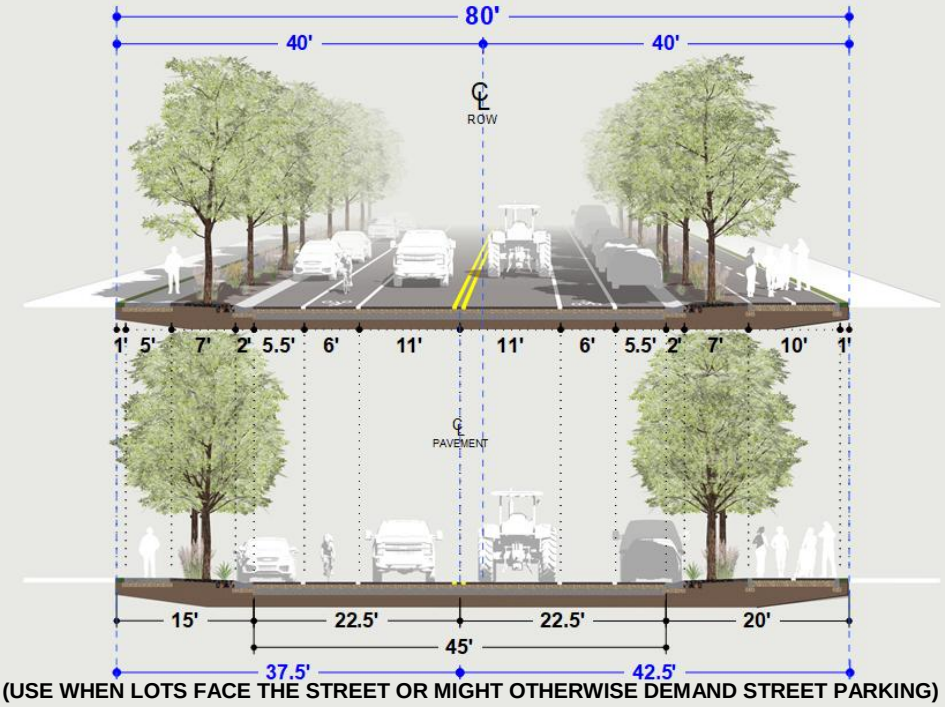
VEHICLE LANES: 2
INTENDED SPEED: 30-40 MPH
SHOULDER: BIKE LANE
BICYCLE FACILITIES: ON STREET BIKE LANE



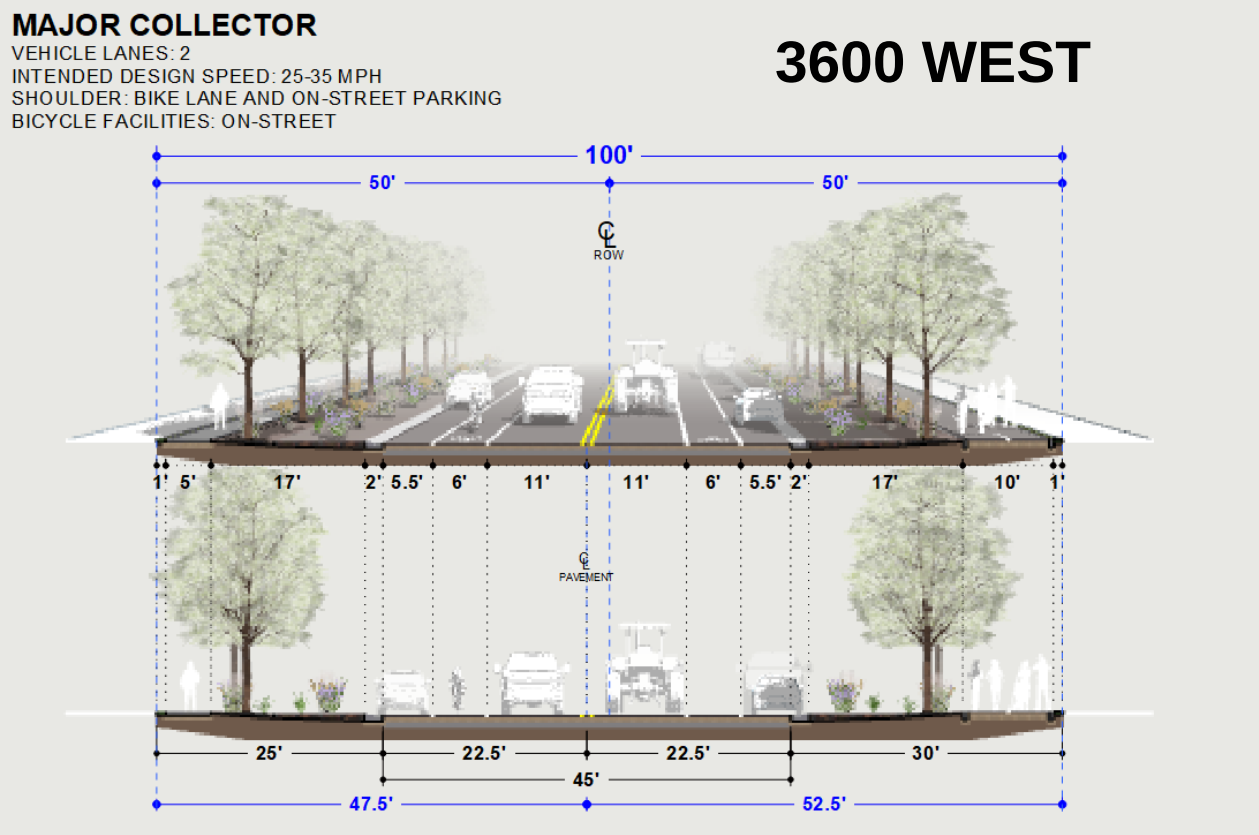

**(USE WHEN LOTS DO NOT FACE THE STREET)**

## MINOR COLLECTOR

VEHICLE LANES: 2
INTENDED SPEED: 30-40 MPH
SHOULDER: BIKE LANE, ON STREET PARKING
BICYCLE FACILITIES: ON STREET BIKE LANE




**(USE WHEN LOTS FACE THE STREET OR MIGHT OTHERWISE DEMAND STREET PARKING)**




At the option of the Master Developer, the above cross section may be modified as follows:

- bioswales in lieu of park strips;
- Asphalt width no less than 36 feet;
- No obligation to install the sidewalk or pathway on the side of the street not owned or controlled by Master Developer.

**Exhibit F – Non-Street-Adjacent Pathway Cross Section**



**Exhibit G – Street Fencing/Wall Examples**



**Exhibit H – Waterfowl Viewing Area Example**



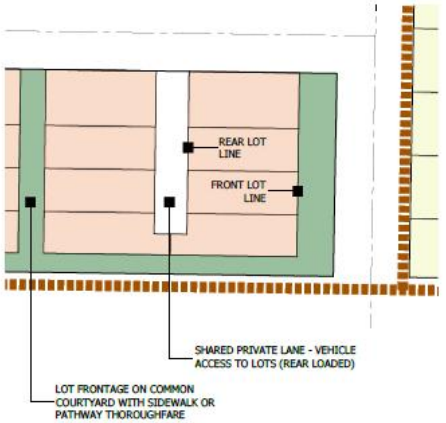
**Exhibit I – Bungalow Lot Detail**

Bungalow lot modified site development standards:

There is no minimum lot area, width, or frontage. The minimum front yard and side yard setback for a dwelling shall be five feet, except 15 when adjacent to a public street right-of-way.

All other site development standards pursuant to the Code shall apply.




BUNGALOW DETAIL




HUNT • DAY
3445 Antelope Drive, St 200
Syracuse, UT 84075
PH: 801.664.4724

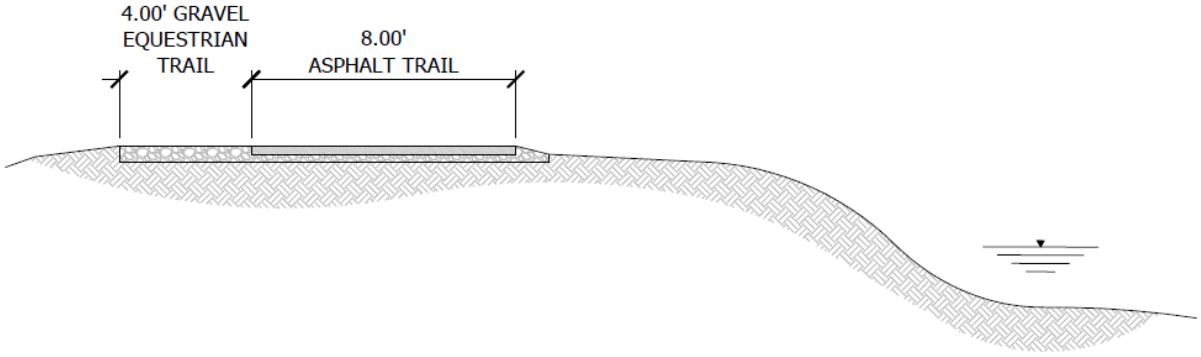
# LOMOND VIEW ESTATES BUNGALOW EXHIBIT

WEBER COUNTY, UTAH

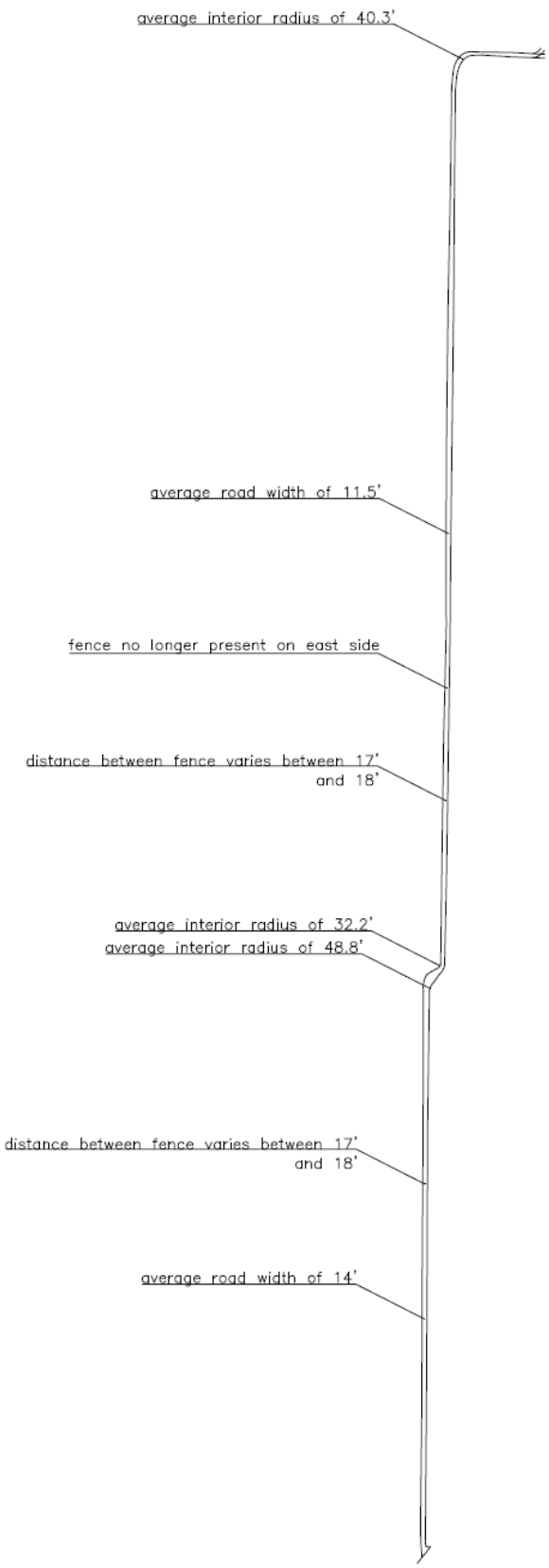
Drawn: T.FRIEDHOFF
Proj. No. 176-02
Date: 30 May 2025
File:

This plan is for illustrative purposes only.

**Exhibit J – Weber River Park Pathway Cross Section**



## Exhibit K – Minimum Emergency Egress






## Exhibit L – Waterwise Yard Landscape Plan Requirements

The yard landscape plan shall be created by a landscape architect licensed in the State of Utah. The architect shall certify that the plan is designed, using a combination of planting and watering methods, to use 50 percent less outdoor water than expected for a typical residential lot in Weber County.

Weber Basin Water Conservancy District estimates the typical quarter-acre (10,890 square-foot) residential lot has an expected outdoor water use of 0.38 acre feet (119,385 gallons) annually. This equates to approximately 11.37 gallons per square foot of the total lot area (both landscaped area and non-landscaped area). 50 percent less is 5.68 gallons per square-foot annually.

Thus, the yard landscape plan's landscaping and watering methods shall be certified by the landscape architect to allow no more than 5.68 gallons of water per square-foot of total lot area for each lot up to 10,890 square feet (up to 59,693 gallons). For lots greater than 10,890 square feet, the applicant's architect shall certify that the plan allows for no more than 59,693 total gallons of water per year. Care shall be taken to reduce use of sprinklers where possible.