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REC FOR: WEBER COUNTY PLANNING

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

and

Scott Wynn, Windruff Construction Company

Table of Contents

Table of Contents 2
DEVELOPMENT AGREEMENT 4
RECITALS 4
AGREEMENT TERMS 4
1. Incorporation of Recitals and Exhibits. 4
2. Effective Date, Expiration, Termination. 5
3. Definitions and Interpretation. 6
4. Conflicting Provisions. 9
5. Vested Rights and Reserved Legislative Powers. 9
6. Project Description. 11
7. Project Location and Illustration. 11
8. Development Standards. 11
9. Amendments, Modifications, and Revisions. 20
10. Miscellaneous Provisions. 22
11. General Provisions. 23
12. Notices. 26
13. Default and Remedies. 27
14. Entire Agreement. 28
15. Covenants Running with the Land 28
16. Counterparts. 28
SIGNATURES 30
Exhibit A – Property Legal Description 32
Exhibit B – Property Graphic Depiction 33
Exhibit C – Concept Plan 34
Exhibit D – Associated Rezone Area 35
Exhibit E – Street Cross Sections 36
Exhibit F – Non-Street-Adjacent Pathway Cross Section 39
Exhibit G – Corridor Fence Design Examples 40
Exhibit H – Reserved 41

Exhibit I – Reserved 42
Exhibit J – Reserved..... 43

DEVELOPMENT AGREEMENT

Cottonwood Square Subdivision

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and Scott Wynn ("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 Agricultural A-1and Master Developer desires to rezone the Property to the Residential R1-15 zone 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-H** 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. Reserved.

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 Scott Wynn 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. **Owner** means Scott Wynn.

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

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

3.29. **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.

3.30. **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.

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

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

3.33. **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.

3.34. **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.**

3.35. **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.

3.36. **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.

3.37. **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.

3.38. **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.

3.39. **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.

3.40. **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.

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

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

3.43. **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 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 and in accordance with **Section 8** of this Agreement (the Vested Rights), 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 Project 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 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 connectivity requirements of Code **Section 106-2-1.020**.

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 no more than the following amount of dwelling units in the Project.

8.1.1. 40 total single-family dwelling units.

8.1.2. Reserved

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. **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.

8.2.4. **Public Park Open Space.** Each Phase shall include its proportionate share of Public Park Open Space area and Improvements including, if applicable, pathways and trailheads. Each Phase shall provide for the platting and installing of a proportionate share of Public Park Open Space area and Improvements, even if such area or Improvements are not within or immediately adjacent to the subject Phase. Developer may propose which Public Park Open Space area and Improvements are provided for each Phase; however, the County has full discretion to require other Public Park Open Space area and Improvements if the County determines it is in the best interest of the community.

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

8.4.2.1. Reserved.

8.4.2.2. 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. Temporarily terminal street. A secondary emergency egress and fire access road, as approved by the local fire authority, shall connect the temporarily terminal street to the greater interconnected street network before more than 30 residential lots are allowed to gain sole access from the street.

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 Corridor Fences is provided in **Exhibit G – Corridor Fence Design 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.

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. **Project-Specific Fence or Wall Requirements.**

8.5.5.6.1. A six foot fence installed on the north side of 2550 South Street.

8.5.5.6.2. **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.

8.5.6.4. **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. **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.

8.5.7.2. **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. Other Landscaping. 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.

8.5.8.2. 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.

8.5.8.3. 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. Reserved.

8.5.9.2. Reserved.

8.5.9.3. Reserved.

8.5.9.4. Reserved.

8.5.10. Secondary Egress.

8.5.10.1. 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 30 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.

8.5.10.2.1. Reserved.

8.5.10.2.2. Reserved.

8.6. Non-Public Landscaping to be Water-Wise. Except within a publicly accessible park, if applicable, 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 the Water-wise Landscaping Code of

Weber County Section 108-7-12.

8.6.1.2. Reserved.

8.6.2. Smart Watering Controller. A smart watering controller shall be installed and prewired for at least six irrigation zones. Pre-wiring includes the installation of a smart watering controller mounted near a 120 volt power outlet, and sufficient control wiring to reach the intended location of the valve box(es). The controller shall be installed on the lot prior to issuance of a certificate of occupancy.

8.6.3. Project-Specific Water-Wise Requirements.

8.6.3.1. 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.

8.6.3.2. Lawns. No more than 35 percent of the front and side yard of a lot or parcel, or no more than 3,000 square feet of the entire lot or parcel, may be irrigated turf grass, whichever is greater. Turf grass should be watered by sprinkler heads that provide head-to-head coverage and matching precipitation rates. Spray, rotor, or rotary heads must be separated by watering valves operated by separate clock stations at the watering controller.

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

8.6.3.2. Shrub Bed Watering. Shrub beds shall be watered with drip watering systems using in-line drip emitters, such as Netafirm, on a grid system or point-source emitters that provide water directly to the base of each plant.

8.7. Utilities.

8.7.1. Burying Utilities. Master Developer agrees to underground all utilities, both existing and proposed, within the Property and within any right-of-way adjacent to the Property in a manner that complies with adopted standards. This shall include but is not limited to canals, ditches, stormwater infrastructure, and existing overhead utilities. 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. 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.

8.7.2.1. 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.

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 both culinary and secondary water from an existing culinary and secondary water provider in the area.

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.

8.8. 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. Parks Financial Donation. Master Developer agrees to donate $7,500, adjusted by the annual rate of inflation, per residential lot to the County or, if required by the County, the Taylor West Weber Parks District. The inflation-adjusted amount will be calculated using the "Consumer Price Index for All Urban Consumers: All Items," using $7,500.00 in 2024 dollars as the baseline. Master Developer agrees that this is a donation offered of the Master Developer's own free will as part of the consideration for this Agreement and associated rezone, which is a voluntary development choice made by Master Developer in lieu of developing using the Prior Zone. As such, this donation is not a fee or exaction imposed by the County or Park District. Master Developer agrees to remit

these funds prior to recordation of a subdivision plat. No building division or planning division application will be accepted or approved, and any that are approved shall be void, until the County receives this donation or a written confirmation of receipt of it from the Park District, if applicable.

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. The minimum required pathway right-of-way shall comply with the configuration in the attached **Concept Plan (Exhibit C – Concept Plan)**, and **Pathway Cross Section (Exhibit F – Non-Street-Adjacent Pathway Cross Section**, or if adjacent to a street, **Exhibit E – Street Cross Sections**).

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 as set forth in **Section 8.5.6**. However, County agrees that if the Park District desires to have ownership, operation, or maintenance responsibility for a pathway right-of-way in or adjacent to the Project, Master Developer's responsibility for tree health ends after County has been notified, in writing, by the Park District that the Park District will assume said ownership, operation, or maintenance responsibility.

8.9.2.3. Non-Street Adjacent Pathway Landscaping. For a pathway that is not adjacent to a street, 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. 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, as is a double-sided battery powered user-activated rapid flashing beacon on both sides of the crossing in accordance with installation best practices, and crosswalk notification signage in advance of the crosswalk on both sides of the street. The rapid flashing beacons shall be hardwired to each other through underground conduit.

8.9.2.7. Reserved

8.9.2.7.1. Reserved.

8.9.2.7.2. Reserved.

8.9.3. Reserved

8.10. Environmental and Air Quality Standards. The Parties agree to implement the community's overall goal of minimizing development impacts on the environment to a reasonable degree practicable. As such, Master Developer agrees, on behalf of itself and all successive owners of the Project or of lots within the Project, to exceed minimum requirements of applicable building and construction codes and conventions by ensuring each dwelling unit is equipped with the following prior to receiving a final certificate of occupancy.

8.10.1. Energy Efficiency. All buildings will be designed to an energy efficiency rating that is one climate zone colder than the area's designated climate zone. Gas-heated furnaces and water heaters shall have an efficiency rating of 95 percent or greater.

8.10.2. 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. Reserved

8.12.1. Reserved

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

9.4.1. **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. Installation of street trees, as specified in **Section 8.5.6** of this agreement.

10.1.2. Installation of a smart watering controller, as specified in **Section 8.6.2** of this agreement.

10.1.3. Installation of a furnace that is at least 95% efficient, and installation of a smart thermostat, as specified in **Section 8.10.1** of this agreement.

10.1.4. 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. Written confirmation of implementation of landscape best practices from a qualified professional, as specified in **Section** Error! Reference source not found..

10.2.2. Written confirmation of implementation of landscape best practices from a qualified professional, as specified in **Section 8.5.8.3**.

10.2.3. Written letter of acceptance for Public Park Open Space Improvements, as specified in **Section** Error! Reference source not found..

10.3. Financial Guarantee for Public Landscaping, Public Park Open Space, and Trailheads. Master Developer agrees to provide a financial guarantee to the County for required landscaping on public property, for required Public Park Open Space Improvements, and for required trailhead improvements. The financial guarantee shall follow the same standards and processes as provided in **Section 10.1.1** of this Agreement.

10.4. Reserved

10.4.1. 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 with the consent of the County as provided herein.

11.4.1. Partial Assignment. Assignment is only allowed if in whole. No partial assignment of

the Project or Property is allowed.

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" subject to the above-referenced approval by the County. 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 in making the evaluation permitted under this Section. 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. Grounds for Denying Assignment. The County may only withhold its consent for the reasons listed herein.

11.4.5.1. If the County is not reasonably satisfied of the proposed Assignee's ability to perform the obligations of Master Developer proposed to be assigned;

11.4.5.2. If the County has reasonable concern that the assignment will separate the Project in a manner that creates unreasonable additional demand for any type of governmental service, including additional demand for coordination amongst Assignees or other administrative review services not otherwise anticipated at the time of the execution of this Agreement; or

11.4.5.3. If the County has reasonable concern that the assignment will separate the Project in a manner that negates the purpose of master planning the Project area as one complete development.

11.4.6. 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 Wyndruff Construction Company. 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.

If to the County:

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

With copies to:

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

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

If to Master Developer:

Wyndruff Construction Company
5300 Adams Ave Parkway #12 Washington Terrace 84405

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.

13.2. 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)

SIGNATURES

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

Signed by: _____ on: 05/26/2026
Commission Chair *Signature Date*

Commission Approval Date: 05/26/2026
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"

By: _____

Print Name: Scott Wynn

Title: President

DATE: 10-13-26

Master Developer Acknowledgment

State of Utah)

)ss.

County of Davis)

On the 13 day of October, 2026 personally appeared before me Scott Wynn, who being by me duly sworn, did say that he is the President of Windrutt Construction Co. 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.

May 17, 2030

My Commission Expires:

_____

Notary Public, residing in Ogden, UT

RONNA TIDWELL
Notary Public - State of Utah
Comm. No. 748401
My Commission Expires on
May 17, 2030

Exhibit A – Property Legal Description

BOUNDARY DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 27 TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF 2550 SOUTH STREET, SAID POINT BEING 660.51 FEET SOUTH 89°09'42" EAST ALONG THE SECTION LINE; THENCE NORTH 00°53'48" EAST 1010.36 FEET; THENCE SOUTH 89°10'30" EAST 653.21 FEET; THENCE SOUTH 00°40'11" WEST 779.51 FEET; THENCE NORTH 89°09'42" WEST 220.00 FEET; THENCE SOUTH 00°40'11" WEST 231.00 FEET TO THE CENTERLINE OF 2550 SOUTH STREET; THENCE NORTH 89°09'42" WEST 437.21 FEET ALONG SAID CENTERLINE TO THE POINT OF BEGINNING.

CONTAINING 611,228 SQUARE FEET OR 14.032 ACRES.

Exhibit B – Property Graphic Depiction



Exhibit C – Concept Plan

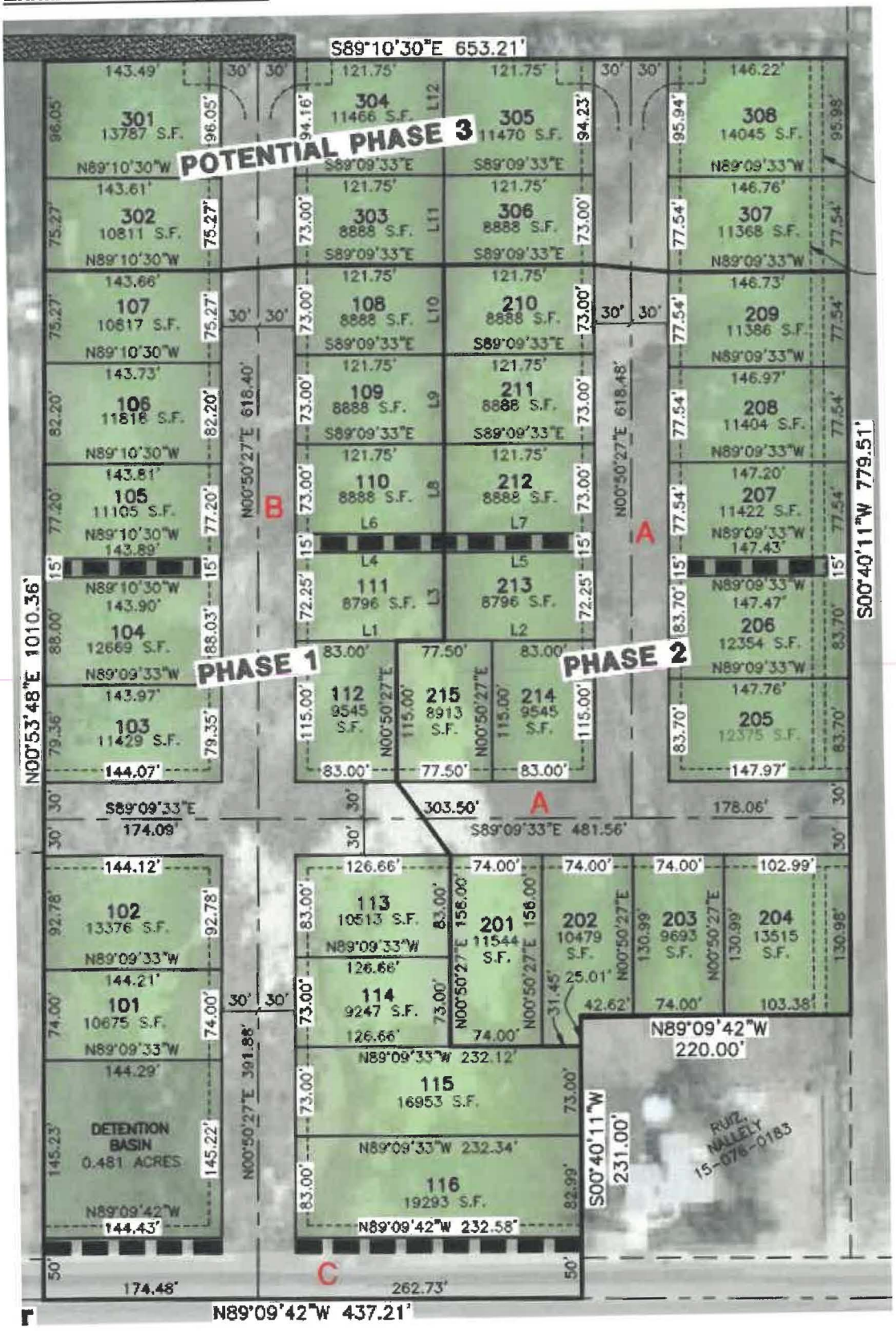


Exhibit D – Associated Rezone Area

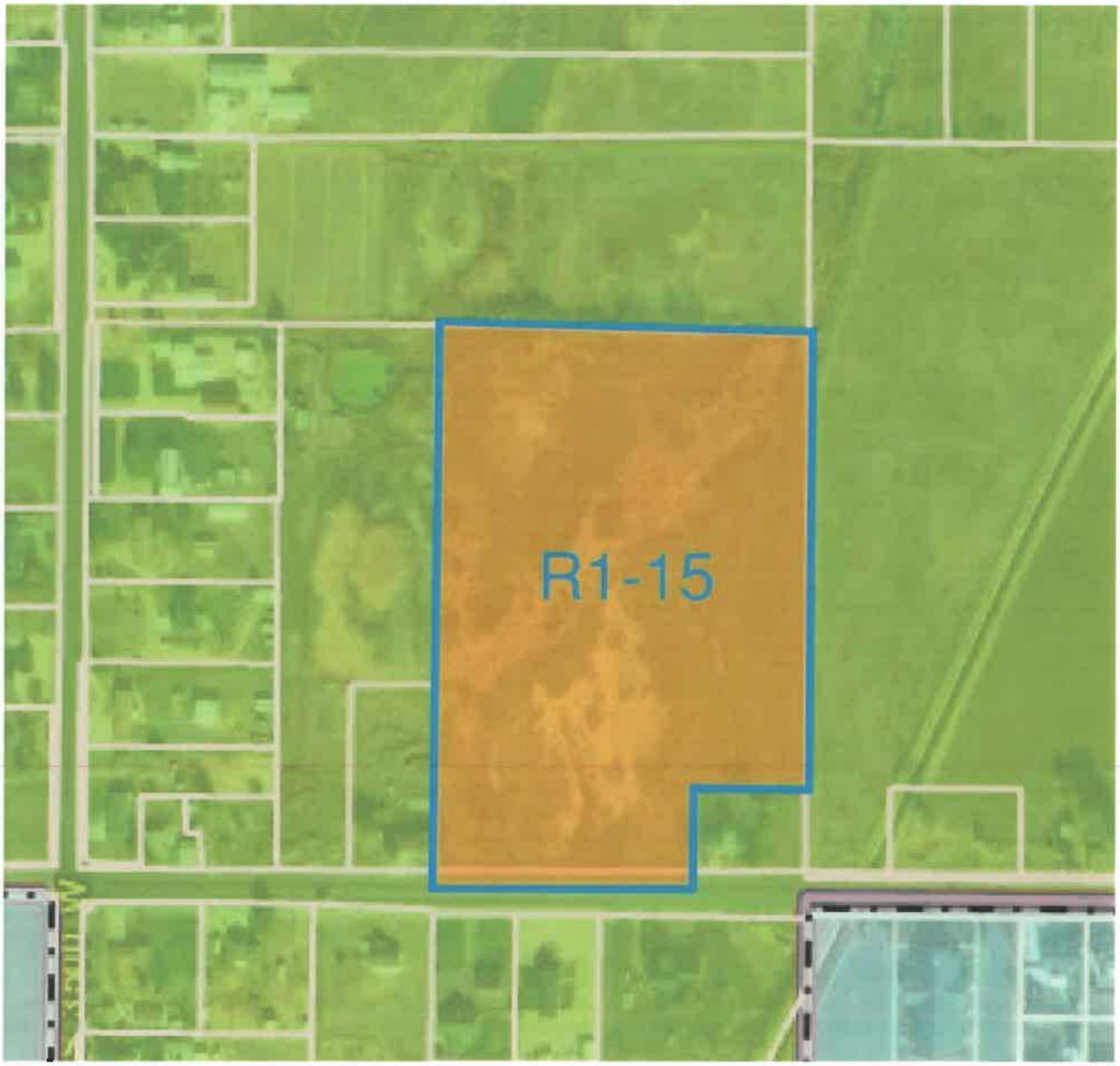


Exhibit E – Street Cross Sections

Minor Residential Streets shall be labeled with an "A" on the Master Plan.

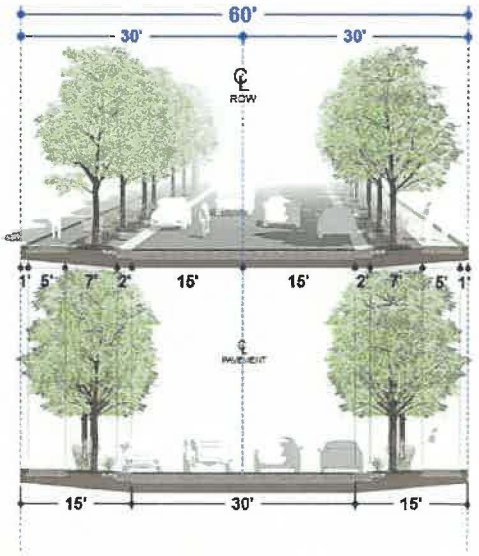
MINOR RESIDENTIAL

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

CONTEXT: RESIDENTIAL STREETS WITH LIMITED LENGTH

- *LOWEST EXPECTED SPEED AND VOLUME.*
- *ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES.*
- *PRIVATE ACCESS EXPECTED.*
- *DOES NOT PROVIDE SIGNIFICANT CONNECTIONS THROUGH NEIGHBORHOOD OR TO COLLECTOR OR ARTERIAL STREETS.*

NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES.



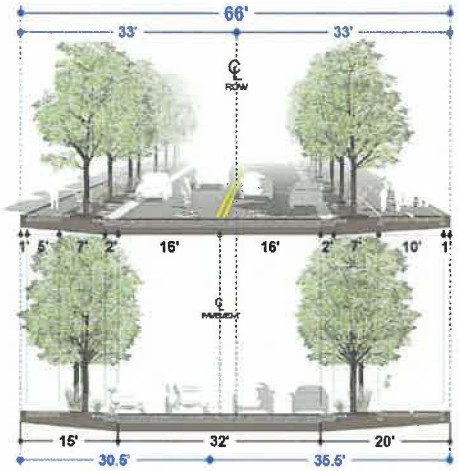
Major Residential Streets shall be labeled with a "B" on the Master Plan.

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

CONTEXT: RESIDENTIAL STREETS THAT CONNECT NEIGHBORHOODS

- *LOWEST EXPECTED SPEED AND VOLUME.*
- *ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES.*
- *PRIVATE ACCESS EXPECTED.*
- *GENERALLY PROVIDES CONTINUOUS ROUTE, THAT IS USUALLY GREATER THAN 1,300 FEET, THROUGH NEIGHBORHOOD, OR CONNECTS A COLLECTOR OR ARTERIAL STREET TO OTHER RESIDENTIAL STREETS.*

NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES.



Major Collector Streets shall be labeled with a "C" on the Master Plan.

MAJOR COLLECTOR - 3
VEHICLE LANES: 3
INTENDED SPEED: 30-40 MPH
SHOULDER: BIKE LANE, NO PARKING
BICYCLE FACILITIES: BIKE LANE

CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS.

- *LOW/MODERATE EXPECTED SPEED, MODERATE VOLUME*
- *CURRENT AND EXPECTED FUTURE DEMAND FOR ON-STREET PARKING IS LOW (I.E. ACCESS TO EXISTING AND PLANNED ABUTTING LOTS IS RESTRICTED, SUFFICIENT OFF-STREET PARKING EXISTS, ETC).*
- *PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS*

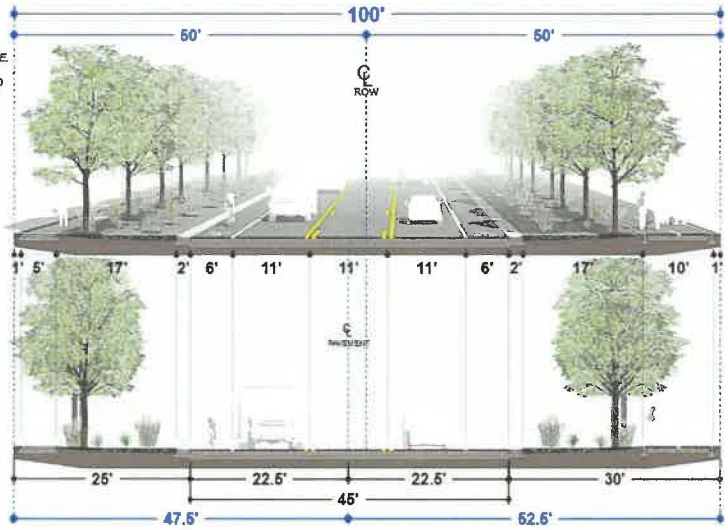


Exhibit F – Non-Street-Adjacent Pathway Cross Section

Notes:

County Engineer may require concrete instead of asphalt. If concrete, pathway joints shall be saw-cut. If asphalt, both edges of the pathway shall be bounded by a concrete ribbon that is at least six inches wide and 12 inches deep.

See County Code **Section 106-2-1.020** for alternative right of way width standards.



Exhibit G – Corridor Fence Design Examples

