When Recorded Return to:
Nilson Land Holdings, LLC
Attn: Lacy Richards
1740 Combe Road, #2
South Ogden, Utah 84403

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

and

Nilson Land Holdings, LLC

for

Wagstaff South

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DEVELOPMENT AGREEMENT

Wagstaff South

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into on the same date that Ordinance Number 2026-____ is recorded in the Office of the County Recorder as Entry# _____, recorded _____, 2026 (Effective Date) by and between Weber County, Utah ("County") and Nilson Land Holdings, LLC *(*"Master Developer"), known together as the "Parties."

RECITALS

WHEREAS, Developer owns or controls certain property located within the boundaries of County, and known by tax identification numbers: 15-044-0044, 15-044-0045, 15-044-0043, 15-028-0007, 15-028-0048, and 15-028-0012 ("**Property**"). The Property is further described on Exhibit A, attached hereto and incorporated herein.

WHEREAS, The Master Developer desires and intends to develop a residential subdivision (the "Project") Property known as *Wagstaff South*;

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, 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 A-1 and A-2 and Master Developer desires to rezone the Property to the R-1-15 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, 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 shown at the top of this Agreement.

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, renewed, 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 platted into residential lots 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. Subject to the limitations of Section 5, nothing in this **Section 2.2.1** is intended to inhibit the legislative body's legislative decision-making authority to enact and lawfully apply zoning or other land use regulations differing from the provisions established in **Section 2.2.1.1** and **Section 2.2.1.2** pursuant to their typical legislative authority.

2.2.2. Land Use Regulations and Ongoing Performance Responsibilities Surviving Expiration.

2.2.2.1. 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 regulations that govern any development that has occurred on the Property pursuant to this Agreement. After the expiration or termination of this Agreement, a surviving contractual obligation may be modified only as allowed by this agreement or applicable law, and legislatively adopted land use regulations may be modified through the applicable legislative process. 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.

2.2.2.2. If a court of competent jurisdiction determines that the zone reversion required by **Section 2.2** cannot lawfully be given effect, any portion of the Property that would otherwise have reverted to the Prior Zone shall, notwithstanding its surviving R1-15 zoning designation, be subject to all provisions of **Exhibit K – Fallback Land Use Provisions,** which are incorporated herein by reference and shall control over any conflicting R1-15 provisions. This restriction shall survive expiration or termination of this Agreement as an independent contractual obligation and shall not apply to any portion of the Property previously platted into residential lots pursuant to this Agreement or impair any lawfully established development or use, or vested right.

2.2.3. Term. This agreement expires ten (10) years following the Effective Date.

2.2.3.1. Automatic Renewal. Prior to the expiration of this Agreement, if 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 in this Agreement, then this Agreement shall automatically extend an additional five (5) years without further action by the Parties.

2.2.3.2. Reserved.

2.3. Termination. This Agreement may be terminated by mutual written agreement of the Parties to this Agreement.

2.3.1. This Agreement automatically terminates, without notice, in the following circumstances:

2.3.1.1. The term of this Agreement expires and is not extended as provided or by written agreement of the Parties;

2.3.1.2. The Project is abandoned or the use is discontinued, as provided for by Weber County Code.

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

2.3.2. If Master Developer commits a Default, including a Default arising from an act or omission of Owner under **Section 11.20,** and the Default is not cured as specified in **Section 13**, County may, in its discretion:

2.3.2.1. Suspend or terminate any or all rights, approvals, entitlements, or benefits provided under this Agreement to Master Developer or Owner, as to all or any portion of the Property;

2.3.2.2. Terminate this Agreement in whole or in part; or

2.3.2.3. Exercise any other remedy provided in **Section 13**.

2.3.2.4. Notwithstanding **Sections 2.2.2** and **2.2.3**, no suspension or termination

under this subsection shall release, excuse, impair, or reduce any obligation then due, accrued, or unperformed, any liability arising from the Default, or any covenant, security, or remedy under this Agreement, unless County expressly provides otherwise in writing.

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. **§§17-79-101**, 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 Nilson 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. **[Reserved]**

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 County and the Master Developer, including their Successors.

3.29. **Pathway** means a 10-foot wide multi-use paved pathway that complies with the paved pathway or paved trail requirements illustrated in any street cross section of **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.**

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 be public open space as shown on **Exhibit C – Concept Plan.**

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. **[Reserved]**

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, pathways and

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 discretion to either apply or not apply any future law or adopted standard, but can only do so to the extent it does not inhibit a Vested Right expressly specified in this Agreement, except as may be allowed by **Section 5.5** of this agreement.

5.3.2. Written Agreement. County and Master Developer 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 and Preservation of Material Obligations. The Parties acknowledge and agree that the County's approval of this Agreement and the associated rezone is based, in material part, on Master Developer's obligations under this Agreement and on the requirements, limitations, standards, and conditions applicable under the County Code in effect on the Effective Date. Master Developer's performance of those obligations is a material inducement for the County's approval of this Agreement and the associated rezone, and is an essential part of the consideration received by the County.

5.4.1. Future Laws. For purposes of this Section, "Future Law" means any statute, regulation, ordinance, binding judicial decision, binding administrative order, or other legally binding governmental action that becomes effective after the Effective Date and that creates, recognizes, expands, or applies a right, defense, exemption, limitation, or other legal basis by which Master Developer could avoid, reduce, delay, invalidate, or materially impair any obligation imposed on Master Developer under this Agreement or under the County Code in effect on the Effective Date.

5.4.2. Waiver by Master Developer. To the maximum extent permitted by law, Master Developer knowingly, voluntarily, and irrevocably waives any right, defense, exemption, limitation, claim, or other legal benefit arising from a Future Law to the extent the Future Law would allow Master Developer to avoid, reduce, delay, invalidate, or materially impair any material obligation imposed on Master Developer under this Agreement or under the County Code in effect on the Effective Date. Master Developer agrees that the obligations described in this Section shall continue to apply as contractual obligations, independent of whether the County could impose the same obligations on similarly situated property under laws enacted after the Effective Date.

5.4.3. Non-Waivable Change in Law. If a Future Law is not legally waivable, or if Master Developer's waiver under **Subsection 5.4.2** is ineffective to preserve the County's material benefit of the bargain, the Parties shall confer in good faith to determine whether this Agreement may be amended in a manner that is lawful and that preserves, to the greatest extent practicable, the material obligations, benefits, and burdens originally agreed upon by the Parties.

5.4.4. County Determination. If the County determines, in its reasonable discretion, that a Future Law has materially impaired the County's benefit of the bargain and that the impairment cannot be cured by waiver, performance, or amendment, the County may terminate this Agreement as provided in **Section 2**. The County may instead determine, in writing, to continue this Agreement in effect notwithstanding the Future Law. Any such written determination applies only to the specific Future Law identified in the determination and does not waive the County's rights with respect to any other Future Law or later impairment.

5.5. Reserved Legislative Powers. Nothing in this Agreement, provided it does not inhibit a Vested Right expressly specified in this Agreement limits the County's authority in the future to enact a land use regulation or take any other action that applicable law reserves to the County. To the extent permitted by law, the enactment or application of a Future Law does not, by itself, extinguish the contractual obligations expressly assumed by Master Developer under this agreement. The statutory and contractual rights of the Parties shall otherwise be determined under applicable law.

6. Project Description.

A residential subdivision within the R1-15 zone that contains a variety of housing types, as shown on the attached Exhibits.

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,** and **Exhibit C – Concept Plan.**

8. Development Standards.

8.1. Project Density or Intensity. Subject to **Section 10.5,** in exchange for the benefits offered by the Master Developer in this Agreement, County agrees to allow Developer to construct 2.9 dwelling units per gross acre in the Project, consisting of a variety of lot sizes, housing types, and design features as shown in **Exhibit C – Concept Plan**, which provides further detail regarding the number and location of housing types, designs, and site layouts.

8.1.1. Housing Types. The project shall consist of a mix of the following housing types, as depicted on **Exhibit C – Concept Plan**.

8.1.1.1. One- and Two-Story Single-family detached homes, with a lowest-finished-floor elevation per geotech recommendations;

8.1.1.2. Townhomes (single-family attached) with a maximum of 6 units per building;

8.1.1.3. Mansion homes (single-family attached) with a maximum of 4 units per building;

8.1.2. Developer may construct all housing types to be alley, side or front loaded, depending on Developer's design. Orientation (front/rear/side) shall be specified on building permit;

8.1.3. Developer may construct all housing types to feature one-car, two-car, three-car garages, or no garage, depending on Developer's design, provided that each home shall be provided with no fewer than two off-street parking spaces dimensioned no less than nine-feet by 20-feet, and which may be tandem or parallel to each other.

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.

8.3. Street Connectivity. The Parties agree that the conceptual street layout illustrated in **Exhibit C – Concept Plan provides** satisfactory Street connectivity.

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**, for public thoroughfare purposes 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. Unless specified otherwise in the Exhibit E – Street Cross Sections, 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. 3600 West Street. Subject to the provisions herein, Master Developer shall widen the existing asphalt pavement of 3600 West Street from 900 South Street to the Project's improved frontage on 3600 West Street to a total asphalt width of thirty feet (30'). The additional pavement shall be constructed to County standards consisting of eight inches (8") of pit run, six inches (6") of road base, and three inches (3") of asphalt. Master Developer shall also perform a two-inch (2") mill and overlay of the existing asphalt within these sections.

8.5.2.1.1. Right-of-Way Availability. Master Developer's obligations under this Section are conditioned upon County making sufficient public right-of-way available for the required improvements. If County fails to provide sufficient right-of-way by the date the County Engineer issues final written approval of the complete subdivision improvement plans for the last plat of the Property, Master Developer's unperformed obligations under this Section shall be waived. Such approval shall not be withheld or delayed to allow County additional time to acquire right-of-way.

8.5.2.1.2. Timing of Improvements. If sufficient right-of-way is available, Master Developer shall complete the widening in conjunction with the first plat within the Property. If right-of-way is made available thereafter, Master Developer shall complete the improvements in conjunction with the next Phase of development following its availability. The mill and overlay shall be completed after the widening and before County's conditional acceptance of the asphalt improvements associated with the last Phase within the Property. County shall not withhold conditional acceptance of improvements in an earlier Phase solely because the right-of-way required by

this Section has not yet been made available.

8.5.2.1.3. Cost Allocation. Master Developer shall bear the cost of widening the asphalt to twenty-six feet (26'). Master Developer shall receive transportation impact fee credits for the reasonable costs of widening the pavement beyond twenty-six feet (26') to thirty feet (30'), to the extent eligible under applicable law. County shall bear the reasonable cost of the mill and overlay attributable to asphalt existing as of the Effective Date of this Agreement.

8.5.2.1.4. Right-of-Way Acquisition Costs. County shall acquire the necessary public right-of-way, and Master Developer shall reimburse County for all documented acquisition costs. County shall credit such reimbursement, dollar for dollar, against transportation impact fees otherwise payable for the Project, to the extent permitted by applicable law. No acquisition or improvement cost shall be credited or reimbursed more than once. Although County is responsible for making sufficient right-of-way available, the Parties shall cooperate in good faith to secure it. County may require Master Developer to make and document reasonable good-faith efforts to obtain the necessary right-of-way before County undertakes acquisition.

8.5.2.1.5. Previously Completed Improvements. This Section shall not apply to portions of 3600 West Street previously improved as part of a development not subject to this Agreement.

8.5.2.2. "New" 400 South Street. Master Developer agrees to dedicate an 80-foot-wide right-of-way for 400 South Street through the southern portion of the Property, with developable property on both sides. The street shall intersect 3600 West Street at the same location that Parcel 15-043-0035 gains access to 3600 West.

8.5.2.2.1. Street improvements shall at a minimum comply with the 66-foot Major Residential street cross section illustrated in **Exhibit E – Street Cross Sections**, except that a Pathway shall be provided on the south side and a sidewalk on the north side, each located one foot inward from the respective right-of-way boundary. The remaining right-of-way width shall be incorporated into the parkstrips. Street trees shall be planted as close to the sidewalk or Pathway as reasonably practicable, considering tree and infrastructure health.

8.5.2.2.2. Notwithstanding **Section 8.5.4**, each single-family detached residential lot may have no more than one driveway accessing 400 South Street. Driveways on adjoining lots shall be paired along their common lot line to maximize separation between driveway groups.

8.5.2.3. Southern Boundary Street. Master Developer agrees to construct the street along the southern boundary of the Property in accordance with the 50-foot right-of-way Minor Residential street standard in **Exhibit E – Street Cross Sections**, except that Master Developer shall not be required to

dedicate right-of-way or construct improvements south of the back of curb on the south side of the street.

8.5.2.4. **4300 West Street**. Master Developer agrees to construct half-width street improvements along the Property's frontage on 4300 West Street in accordance with the applicable street cross section in **Exhibit E – Street Cross Sections**, but never less than 26 feet of asphalt width.

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. Except as otherwise allowed in this Agreement, 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. Reserved.

8.5.6. Street Trees. All streets shall be lined with shade trees. The shade trees shall be in the street's parkstrip, except along type A-1 streets, as identified in **Exhibit E – Street Cross Sections**, the shade trees shall be within the abutting yard's ten-foot public utility easement. 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 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. **Reserved**.

8.5.6.5. **Tree Installation and Care.** Developer shall plant required tree at such time and circumstances as will maximize the tree's chances of survival, considering such factors as availability of water, occupancy of the adjacent home, season of the year, and installation of other landscaping improvements.

8.5.6.6. **Tree Financial Guarantee**. See **Section 10.3**

8.5.7. Street Tree Installation and Maintenance. Developer shall install and maintain, or cause to be installed and maintained, required street trees as follows:

8.5.7.1. **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.

8.5.7.2. Tree Watering. Master Developer agrees to provide or require the homeowner to provide each street tree with a watering mechanism tied directly to the meter providing secondary water to the lot fronting the street Improvements.

8.5.7.3. Tree Care. Master Developer agrees to be responsible for tree health throughout the duration of the period between public landscape acceptance and release of the applicable public landscape financial guarantee, as provided in **Section 10.3**, after which the owner of the lot fronting the Improvements is responsible for the tree's health.

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 Rock. Except around the base of a tree (root area), Master Developer shall place four-inch-plus angular rock, six-inches deep, in each parkstrip, with a weed barrier beneath.

8.5.8.2. Other Landscaping. In lieu of or as a supplement to, which shall be at the Master Developer's option, the parkstrip rock specified in **Section 8.5.8.1**, plantings and other ground cover in addition to street and pathway trees may be placed within parkstrips and along pathways by the Master Developer in accordance with **Exhibit H – Public Parkstrip Landscaping**, to be operated and maintained either by the abutting 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.

8.5.9. 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. Specifications regarding the location and construction of the second egress shall be as shown in **Exhibit C – Concept Plan**. Secondary egress approval is subject to review and approval by the local fire authority.

8.5.10.2. Project-Specific Egress Requirements.

8.5.10.2.1. Reserved.

8.5.10.2.2. Reserved.

8.5.11. Street Upsize Compensation. County agrees to compensate Master Developer for the incremental or additive cost of upsizing street facilities. For in-Project street facilities, "upsizing" occurs if the County requires a street within or abutting the Project boundary to be greater than specified in this agreement. The County has the right to choose the acceptable compensation method including but not limited to reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and

reimbursements. Such compensation method and, if necessary, agreement(s) are not a part of this Agreement.

8.6. Reserved.

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. 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 lawful 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 need 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.

8.7.2.5. Reserved.

8.7.2.6. Sewer Upsize Compensation. County agrees to compensate Master Developer for the incremental or additive cost of upsizing sewer facilities. The County has the right to choose the acceptable compensation method including but not limited to reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Such compensation method and, if necessary, agreement(s) are not a part of this Agreement.

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. Such Improvements shall be installed and functional pursuant to the culinary water provider's specifications, and accepted or conditionally accepted by the culinary water provider. 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. County acknowledges that it will accept responsibility for the retention/detention basin(s) and other storm drain facilities within the Project.

8.7.4.2. Stormwater Upsize Compensation. County agrees to compensate Master Developer for the incremental or additive cost of upsizing stormwater facilities. The County has the right to choose the acceptable compensation method including but not limited to reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Such compensation method and, if necessary, agreement(s) are not a part of this Agreement.

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. 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. Master Developer agrees to dedicate no less than ten (10) acres of the Project as Public Park Open Space, as generally shown on **Exhibit C – Concept Plan**. No less than six (6) acres shall comprise a single contiguous park area abutting the northern boundary of the Property, with sufficient width along the boundary to, and in a configuration that, reasonably accommodates future park expansion onto adjoining

property. The minimum required Public Park Open Space shall comply with the following:

8.8.2.1. Dedication Method. Unless specified otherwise in this Agreement, the minimum acreage shall be dedicated to the County by means of subdivision plat dedication. County may require it be dedicated to the Taylor West Weber Park District ("Park District") instead. County may allow the acreage to be transferred in fee or easement if County determines it appropriate.

8.8.2.2. Deferred Conveyance. County may, in its sole discretion, 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. Private Parks or Open Spaces. Except for the minimum six-acre public park, if neither the County nor the Park District agrees to accept ownership and responsibility for the operation and maintenance of any required Public Park Open Space, the affected acreage may instead be provided as private park open space without any public accessibility requirement, and shall count toward the minimum Public Park Open Space required by this Agreement, provided the applicability of the following:

8.8.2.3.1. HOA Maintenance. A homeowners association shall be responsible for the ongoing operation and maintenance of the private park until public access is activated pursuant to **Section 8.8.2.3.3**.

8.8.2.3.2. Recorded Instruments. Before recording the subdivision plat containing the park, Master Developer shall cause both a public access easement and a dedication deferral agreement, in forms approved by County, to be recorded against the park acreage. Both instruments shall bind all successors in ownership.

8.8.2.3.3. Future Public Access and Dedication. The easement shall grant the governing jurisdiction the right to activate public access at any time by written notice, provided a public entity or nonprofit community foundation or similar assumes responsibility for operation and maintenance of the grounds as a public park upon activation. The dedication deferral agreement shall preserve the governing jurisdiction's right to require future conveyance of the park and its required Improvements to County, a willing Park District, a nonprofit community foundation or similar, without compensation, subject to applicable law. Activation of public access shall not require conveyance of ownership.

8.8.2.4. Follow Concept Plan. The configuration of Public Park Open Space shall be as generally represented in the Concept Plan. Open space shown on the Concept Plan shall be interpreted as Public Park Open Space unless clearly labeled otherwise, or unless rejected by the County and Park

District.

8.8.2.5. Phasing Public Park Open Space Dedication. The minimum six-acre public park area shall be dedicated no later than the recordation of the subdivision plat that results in the 175th residential lot being platted within the Project, or the first subdivision plat containing land adjacent to the six-acre park, whichever occurs first. Required park improvement drawings and financial assurance shall be provided in conjunction with the park's dedication, as otherwise required by this Agreement. Other allowed Public Park Open Space shall be created when adjoining land is platted. No private HOA park shall be required to submit improvement drawings or financial assurance for private Improvements thereon.

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(s).

8.8.3.1. Minimum Improvements.

8.8.3.1.1. Developer has budgeted and shall expend no less than $800,000 for open space improvements. No less than $500,000 shall be invested into the minimum six-acre park unless otherwise negotiated by the Parties.

8.8.3.1.2. The minimum six-acre park shall have all utilities stubbed to its boundary. The cost for utility stubs and abutting street Improvements, including their Pathways if applicable, shall not be included in the minimum $800,000 budget.

8.8.3.2. Park Detail Submittal. With each subdivision plat or Improvement drawings, provide site specific detail of the Park(s). The detail shall provide:

8.8.3.2.1. The location, configuration, and construction detail of required Improvements; and

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

8.8.3.2.3. Other proposed landscaping and other Improvements.

8.8.3.2.4. Tabulations that demonstrate compliance with required Improvements, costs, and associated acreage.

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

8.8.3.4. Public Park Open Space Water. Master Developer shall provide sufficient water (rights/shares, quantities, and pressure) to provide for the Public Park Open Space's culinary and secondary water needs. A will-serve letter submitted with a subdivision plat application for a subdivision that contains a park needing water shall expressly list the park's allowed water usage.

Such usage shall be sufficient to serve the park's expected demand..

8.8.3.5. Reserved.

8.8.3.6. Reserved.

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 operations and maintenance is assumed, in writing, by a homeowner's association, a park district, a governing jurisdiction, or a nonprofit community foundation or similar whose objective is to provide such operations and maintenance.

8.8.4. Reserved.

8.9. Pathways and Trailheads. Master Developer agrees to help the County 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. 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 Dedication. Master Developer agrees to dedicate the minimum area required for proposed pathways. The minimum required pathway right-of-way shall comply with the configuration in the attached **Exhibit E – Street Cross Sections**, and **Exhibit F – Non-Street-Adjacent Pathway Cross Section**).

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. Reserved.

8.9.2.2. Reserved.

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, four-inches deep, on the shoulders of each pathway, with a permeable weed barrier beneath. Alternatively, at Master Developer's option, 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. Reserved.

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. The raised crossing shall be a ramped speed table with a minimum 10-foot wide zebra-style crosswalk on the table top. It shall be designed in a manner that eliminates the need for ADA ramp transitions from

sidewalk or pathway to the street. The speed table shall be constructed of concrete and shall have six-foot ramps or greater if required by the County Engineer. The height of the speed table shall be level with the top back of curb, but never higher than 4 inches over the grade of the street's crown. The top of the speed table shall be at least ten-feet wide. Crosswalk and speed table notification signage shall be posted in advance of a 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. Each curb extension shall be marked with a traffic delineator as prescribed by the County Engineer or County Roads Supervisor, and shall provide a turning radius that is satisfactory to the local Fire Authority.

8.9.3. Reserved.

8.10. Reserved.

8.11. Site Development Standards. The site development standards for the Project are as specified in the R1-15 zone except as modified as follows:

8.11.1. Setbacks. The minimum building setbacks shall be in accordance with the following.

8.11.1.1. Detached Single Family Dwelling Lots:

8.11.1.1.1. Front Yard Setback: 15 feet, but no less than 20 feet for a street-facing garage door.

8.11.1.1.2. Side yard setback: one foot, but no main building shall be constructed closer than 10 feet to a building on an adjacent lot.

8.11.1.1.3. Side yard setback, corner lot: 15 feet, but no less than 20 feet for a street-facing garage door.

8.11.1.1.4. Rear yard setback: 15 feet.

8.11.1.2. Attached Single-Family Dwellings Lots:

8.11.1.2.1. Front Yard Setbacks: 15 feet, but no less than 20 feet for a street-facing garage door.

8.11.1.2.2. Side yard setback: zero, but no main building shall be constructed closer than 10 feet to a building on an adjacent lot.

8.11.1.2.3. Side yard setback, corner lot: 15 feet, but no less than 20 feet for a street-facing garage door.

8.11.1.2.4. Rear yard setback: 10 feet.

8.11.1.3. Encroachments: Provided the encroachment does not extend beyond the lot boundary and complies with applicable building and fire codes, porches, decks, and awnings may encroach no more than ten feet into a required setback, and box or bay windows, and similar may encroach no more than two feet into setbacks.

8.11.2. Garages. The Code's requirements pertaining to front-facing or street-facing garage doors are not applicable to this development.

8.11.3. Lots.

8.11.3.1. Minimum lot area – Single-family attached: No minimum.

8.11.3.2. Minimum lot area – Single-family detached: 4,000 square feet, except as otherwise allowed by the Pocket Home Standards **Section 8.11.4.**

8.11.3.3. Minimum lot width: 40 feet for single family detached, except zero for single-family attached or as otherwise allowed by the Pocket Home standards in **Section 8.11.4**.

8.11.3.4. Developer to specify front lot line, side lot line, and rear of lot line on site plan on building permit, provided such specification is in compliance with the definition of each.

8.11.4. Site Development Standards for "Pocket Home" Lot: There is no minimum lot setback, lot area, or lot width requirement, but no main building shall be constructed closer than 10 feet to a building on an adjacent lot. Direct street frontage is not required for a Pocket Home lot provided the area between the lot and the public street is area shared in common with other owners of other Pocket Home lots or is owned by a homeowner's association as common area or limited common area. Private shared driveways and parking areas that serve the Pocket Home lot shall be allowed within said common or limited common area.

8.11.5. Driveway Aprons. The requirements of Code Section 106-4-2.050(b)(3) notwithstanding, no driveway apron shall be located within 25 feet of a street intersection, as measured from the street intersection's back of curb to the driveway apron.

8.12. Building Development or Design Requirements. Unless otherwise provided herein, Master Developer agrees to comply with building design standards adopted as of the Effective Date of this Agreement, excepting any standards that differ from the standards and designs expressly set forth in this Agreement or its Exhibits, including excepting restrictions on the percentage or amount of the building façade that can be occupied by a street-facing garage door.

8.13. Proportionate Share of Offsite Improvements. Nothing in this Agreement, including any consideration, reimbursement, credit, benefit, or other obligation provided to or undertaken by Developer, nor anything in any of the applicable development agreements governing the Projects, shall excuse or relieve Developer from contributing its proportionate share, whether financial or otherwise, toward offsite public improvements necessitated by or attributable to the impacts of the Development. The Parties agree that Developer's proportionate share shall be determined based on level-of-service impacts, impact studies, engineering analyses, or other appropriate analyses prepared or conducted by a qualified expert in the applicable subject matter. Any obligation imposed upon Developer, or any benefit, reimbursement, credit, or other consideration provided to Developer under this Agreement, shall not constitute a waiver by the County of any otherwise applicable proportionate-share obligation, unless such waiver or satisfaction of the proportionate-share obligation is expressly stated, with reference to this section, in this Agreement or the applicable development agreements governing the Projects.

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. Reserved.

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.

10.3. Financial Guarantee for Parkstrip Landscaping. County agrees a financial guarantee for public landscaping may be, at Master Developer's option, separate from and unrelated to any other Financial Guarantee. The separation of which shall be to enable Master Developer to manage the planting and care of public street trees without impacting any other financial assurance, occupancy, or approvals. The separate financial guarantee shall be in compliance with the provisions of **Section 106-4-3** of the Code, except for and in accordance with the following:

10.3.1. "Landscape unit." For the purposes of this subsection, one landscaping unit shall mean any parkstrip or a half-width public pathway area abutting a single lot.

10.3.2. Completion and inspection. Master Developer may request County's acceptance of completed landscape units once per calendar quarter, or more frequently at the County's discretion. The request shall be emailed to the Planning Division Director and the Planning Division staff then-assigned to the Project, and shall include a map identifying each unit and photographic evidence of its completion. Within ten (10) calendar days after receipt of the request, the County may reject acceptance if any subject landscape unit is clearly incomplete; otherwise, the unit shall be deemed accepted.

10.3.3. Release of Financial Guarantee. Master Developer may request release of the applicable value of the financial guarantee no sooner than one year after a calendar-quarter release specified in **Section 10.3.2**. No release shall be authorized:

10.3.3.1. Unless all required living material is clearly in good health as verified by County staff or, at the discretion of Master Developer, a certified arborist or similarly qualified professional; and

10.3.3.2. During annual dormancy, unless good health is first verified by a certified arborist or similarly qualified professional.

10.3.4. Cost Estimate. Master Developer shall ensure any required improvement cost estimate

accounts for and itemizes landscaping units, including at least itemizing for tree species, shrubbery, ground cover, and irrigation mechanisms.

10.3.5. .

10.4. Reserved.

10.5. Attainability Density Bonus. In addition to the density and dwelling units authorized under **Section 8.1**, Master Developer, at its sole discretion, may elect to construct up to thirty-five (35) additional single-family detached dwellings within the Project, provided each additional dwelling qualifies as a Starter Home pursuant to this **Section 10.5.**

10.5.1. Starter Home Purchase Price. For purposes of this Section, a "Starter Home" means a single-family detached dwelling with an initial base purchase price not exceeding Four Hundred Thousand Dollars ($400,000) ("Purchase Price Cap"). The base purchase price shall include the residential lot and a completed, legally occupiable dwelling, but may exclude garages, basements, upgrades, and other extras selected by the initial purchaser. The Purchase Price Cap may increase on each anniversary of the Effective Date by the greater of the following annual percentage increases:

10.5.1.1. The year-over-year percentage increase in Weber County median household income, based on the two most recently published annual estimates from the United States Census Bureau's Small Area Income and Poverty Estimates program;

10.5.1.2. The year-over-year percentage increase in the Producer Price Index by Commodity: Special Indexes: Construction Materials (series WPUSI012011), as published by the United States Bureau of Labor Statistics, using the most recently published monthly index and the index for the corresponding month of the preceding year; or

10.5.1.3. Three percent (3%).

10.5.1.4. By mutual written agreement, Master Developer and the County Planning Division Director may approve an alternative, objectively verifiable method of adjusting the Purchase Price Cap. Such approval shall constitute an allowed administrative action and shall not require an amendment to this Agreement.

10.5.2. Reserved.

10.5.3. Owner Occupancy. Each Starter Home shall be subject to a deed restriction requiring owner occupancy for a period of not less than ten (10) years following its initial conveyance to a homeowner. The restriction shall be recorded against the applicable lot prior to initial conveyance, shall bind subsequent owners during the restriction period, and shall be in a form enforceable by the County. For purposes of this Section, "owner-occupied" means occupancy by the owner as the owner's primary residence and domicile.

10.5.4. Location. The location and number of Starter Homes shall be determined at the sole discretion of Master Developer, provided that Starter Homes are reasonably distributed throughout the Project and are not concentrated in a geographically isolated area separate from other residential development. Groups of adjacent Starter Homes are allowed, provided they are integrated into the Project's residential neighborhoods and have comparable access to public streets, pathways, parks, and other community amenities.

10.5.5. **Development Standards.** Starter Homes may be developed in accordance with the minimum development standards established for Pocket Homes provided in **Section 8.11.4.**

10.5.6. **Verification.** Master Developer shall retain purchase-price documentation and provide it to the County upon County's request.

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.

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 West Weber area of 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 West Weber area of the County.

11. General Provisions.

11.1. Reserved.

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. 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.

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, 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 for any reason, 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 County and Master Developer in accordance with this Agreement.

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 Lacy Richards. 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. Reserved.

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.

11.20. Reserved.

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:

Nilson Homes
Attn: Lacy Richards or Mike Flood
1740 Combe Rd. Ste. 2
Ogden, UT 84403

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, 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.

13.2.3. Immediate Action. Nothing in this **Section 13.2** delays or prevents the county from taking an action it reasonably determines is necessary to address an emergency or imminent threat to public health or safety; enforce the Code; draw upon security; withhold or suspend an approval; seek temporary, preliminary, or permanent injunctive relief; or prevent or correct damage to public property or infrastructure.

13.3. Remedies. If the Default is not resolved through the dispute-resolution process provided in **Section 13.2**, the following remedies are available:

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; provided, however, that this limitation does not prohibit County from enforcing any payment or financial responsibility expressly imposed by this Agreement or recovering the reasonable cost of performing or causing performance of an unperformed obligation for which Master Developer is responsible under this Agreement. County may enforce an obligation under this Agreement against Master Developer or a Subdeveloper or both and without first proceeding against any other person, entity, or property. Direct enforcement against a Subdeveloper, or with respect to the Property, does not relieve Master Developer of responsibilities for the Default.

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 any or all further reviews, approvals, licenses, Building Permits and/or other permits for development of all or any portion of the Project in the case of a Default by Master Developer until the Default has been cured. Continued compliance with this Agreement is a condition of exercising the rights and benefits it provides, and no person or entity has an unconditional right under this Agreement to further review, approval, permitting, or development while such Default remains uncured. County may allow any review,

approval, license, permit, or development that County determines is necessary or useful to cure the Default or protect life, health, safety, property, or public funds.

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, 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: _____
Commission Chair *Signature Date*

Commission Approval Date:_____
Approval Date
(as defined in this Agreement)

ATTEST: _____

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

“Master Developer”

By: _____

Print Name: _____

Title: _____

DATE: _____

Master Developer Acknowledgment

State of Utah)

)ss.

County of Davis)

On the _____ day of _____, 20__, personally appeared before me _____, who being by me duly sworn, did say that he is the_____of_____, 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: Notary Public, residing in

Exhibit A – Property Legal Description

LEGAL DESCRIPTION NORTH OF 400 SOUTH

A parcel of land, situate in the South Half of Section 9 and the Northeast Quarter of Section 16, Township 6 North, Range 2 West, Salt Lake Base and Meridian, also being situate in Weber County, Utah. Being more particularly described as follows:

Beginning at the Brass Cap marking the South Quarter Corner of said Section 9 and running thence:

North 89°32'16" West 466.12 feet;

thence North 0°44'45" East 534.94 feet;

thence North 89°21'36" West 2186.26 feet to the easterly right-of-way line of 4700 West Street;

thence North 0°41'11" East 654.60 feet along said right-of-way;

thence South 89°19'28" East 2164.56 feet;

thence South 0°14'32" East 208.21 feet;

thence South 89°10'00" East 953.14 feet;

thence South 1°00'33" East 927.79 feet;

thence South 3°59'33" East 107.64 feet

thence South 6°41'05" East 468.52 feet;

thence South 6°48'04" East 294.72 feet;

thence South 8°18'08" East 258.57 feet;

thence South 60°01'34" West 311.94 feet;

thence North 12°30'45" West 550.77 feet;

thence South 84°03'10" West 207.00 feet;

thence North 2°52'31" West 719.35 feet to the point of beginning.

Contains: 2,862,954 square feet or 65.724 acres.

LEGAL DESCRIPTION SOUTH OF 400 SOUTH

A parcel of land, situate in the Northeast Quarter of Section 16, Township 6 North, Range 2 West, Salt Lake Base and Meridian, also being situate in Weber County, Utah. Being more particularly described as follows:

Beginning at a point which is South 0°46'16" West 1305.19 feet and South 89°13'44" East 276.25 feet from the Brass Cap marking the South Quarter Corner of said Section 9 and running thence:

North 70°16'51" East 206.82 feet;

thence South 127.20 feet;

thence South 85°10'50" East 261.40 feet;

thence South 5°23'04" East 468.96 feet;

thence North 88°08'13" East 762.60 feet;

thence South 3°24'40" East 362.28 feet;

thence South 88°22'23" West 750.30 feet;

thence South 88°47'31" West 407.47 feet;

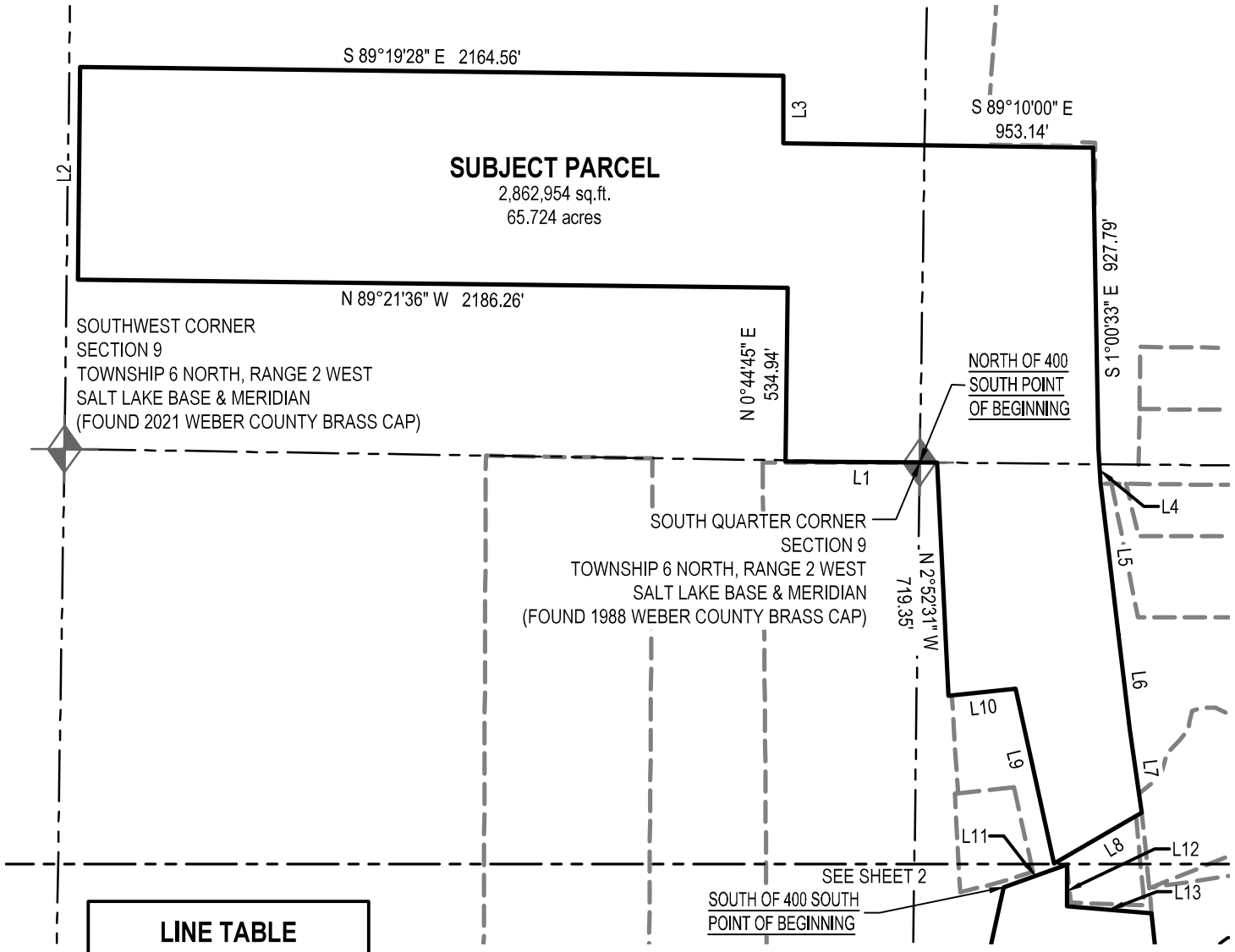
thence South 89°30'42" West 330.43 feet;

North 12°36'33" East 938.46 feet to the point of beginning.

Contains: 801,999 square feet or 18.411 acres.

Exhibit B – Property Graphic Depiction

See next two pages.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°32'16"W	466.12'
L2	N0°41'11"E	654.60'
L3	S0°14'32"E	208.21'
L4	S3°59'33"E	107.64'
L5	S6°41'05"E	468.52'
L6	S6°48'04"E	294.72'
L7	S8°18'08"E	258.57'
L8	S60°01'34"W	311.94'
L9	N12°30'45"W	550.77'
L10	S84°03'10"W	207.00'



PROJECT NUMBER 14831
PRINT DATE 2026-11-04
PROJECT MANAGER T.WILLIAMS
DESIGNED BY J.RINDLISBACHER

1 of 2

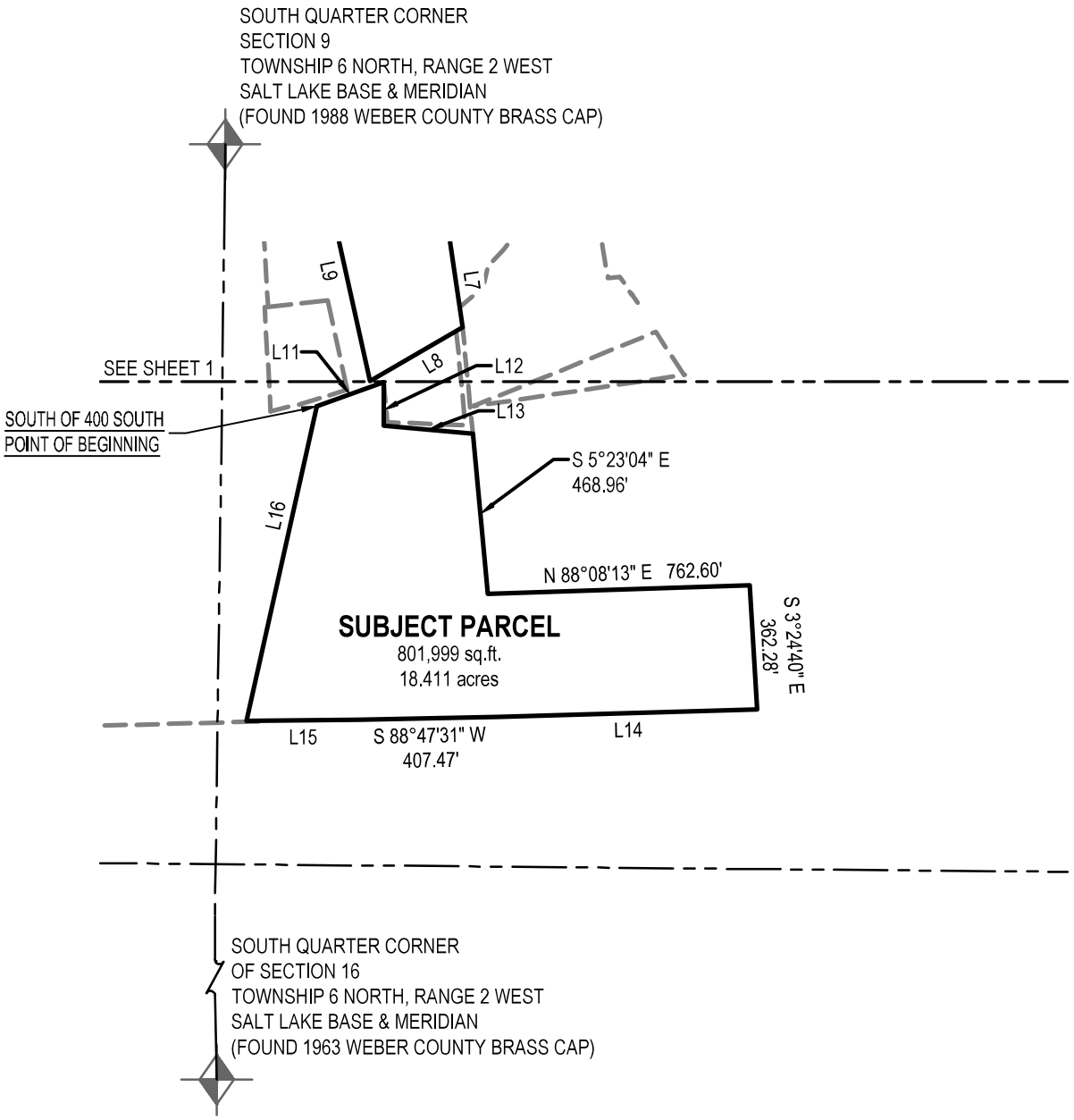
WAGSTAFF SOUTH SURVEY

APPROX. 3600 WEST 700 NORTH
OGDEN, UTAH 84404

ENSIGN
THE STANDARD IN ENGINEERING

LAYTON
919 North 400 West
Layton, UT 84041
Phone: 801.547.1100
WWW.ENSIGNENG.COM

SANDY Phone: 801.255.0529
TOOELE Phone: 435.843.3590
CEDAR CITY Phone: 435.865.1453
RICHFIELD Phone: 435.896.2983



LINE TABLE		
LINE	BEARING	LENGTH
L11	N70°16'51"E	206.82'
L12	S0°00'00"E	127.20'
L13	S85°10'50"E	261.40'
L14	S88°22'23"W	750.30'
L15	S89°30'42"W	330.43'
L16	N12°36'33"E	938.46'



PROJECT NUMBER 14831
PRINT DATE 2026-11-04
PROJECT MANAGER T.WILLIAMS
DESIGNED BY J.RINDLISBACHER

2 of 2

WAGSTAFF SOUTH SURVEY

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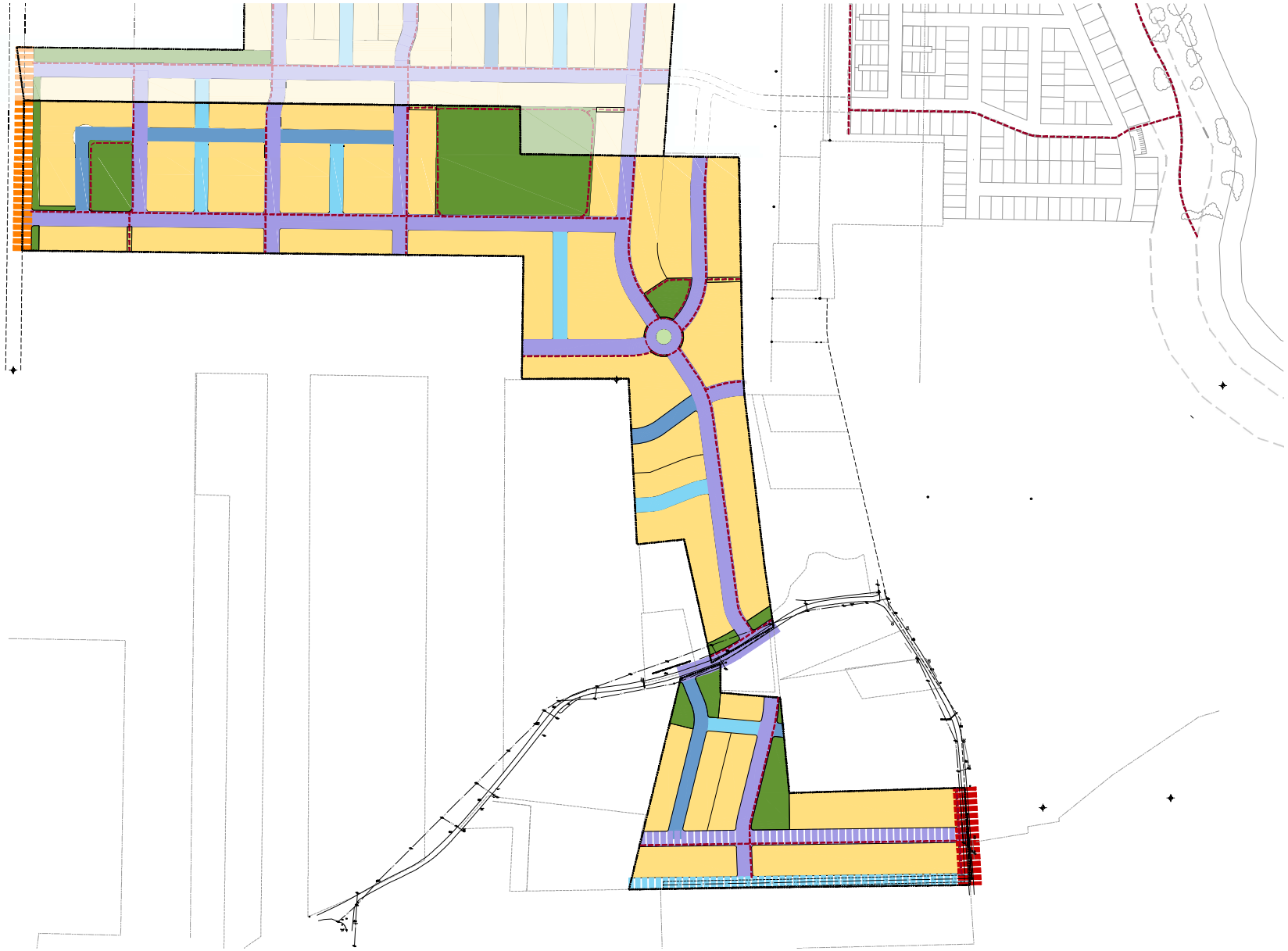
Exhibit C – Concept Plan

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.

See next two pages.



Site Summary

Total Project Area	84.89 Ac
Residential Area	48.31 Ac
Open Space	11.54 Ac

Open Space Summary

Natural Open Space	0.0 Ac
Improved Open Space	10.52 Ac
Trail Connections	0.174 Ac
Total Open Space Acres	10.69 Ac
Total Length of Non right-of-way trails	2,131 LF

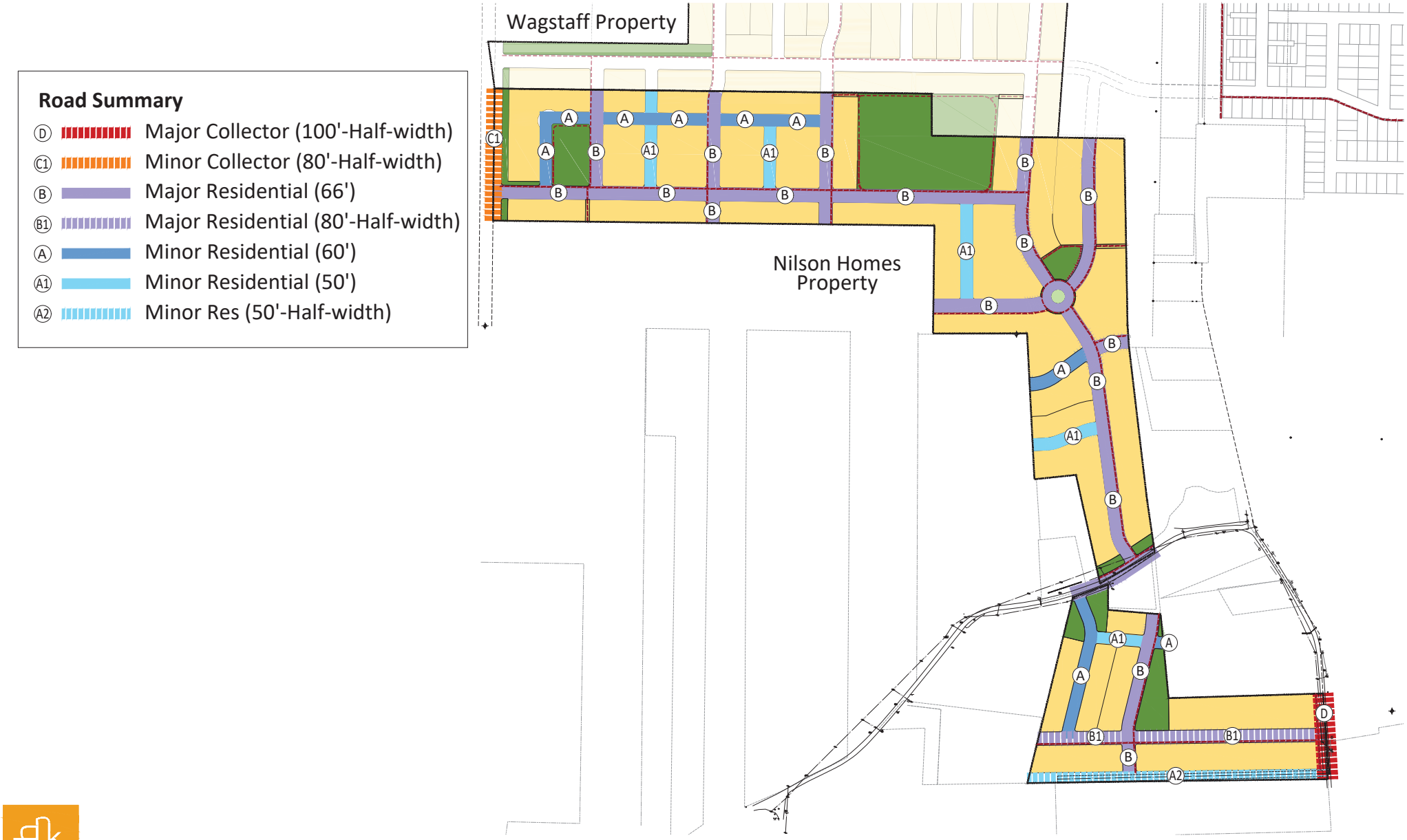
dk Think Architecture

November 05, 2026

0 100 200 400 600

Concept Plan

Wagstaff Property-Nilson Homes



Think Architecture

November 20, 2026

Note: Site Plan is conceptual in nature and does not represent a final site plan. Road alignments, open space and residential areas will be defined throughout the approval process.

Road Plan

Wagstaff Property-Nilson Homes

Exhibit D – Associated Rezone Area

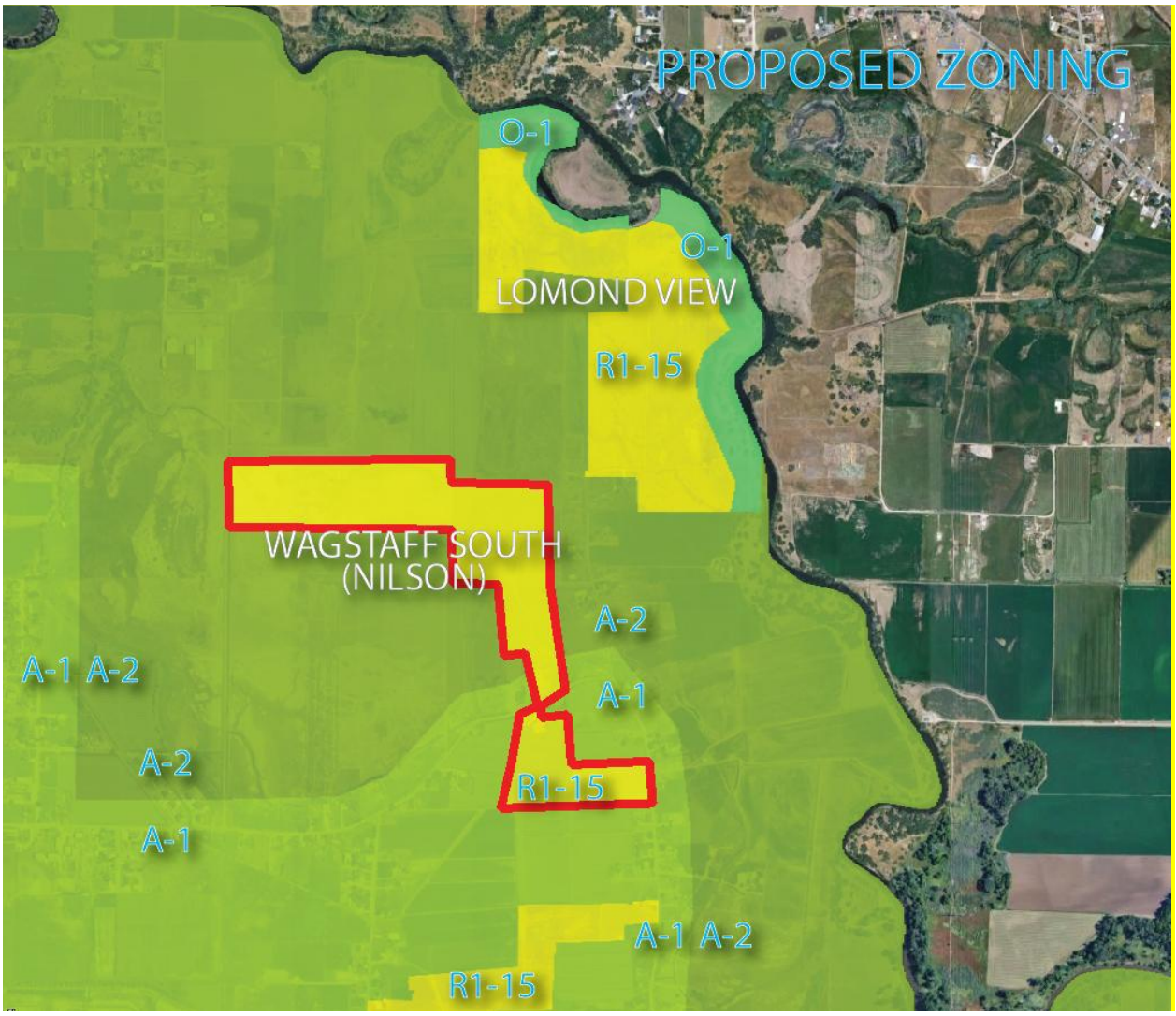


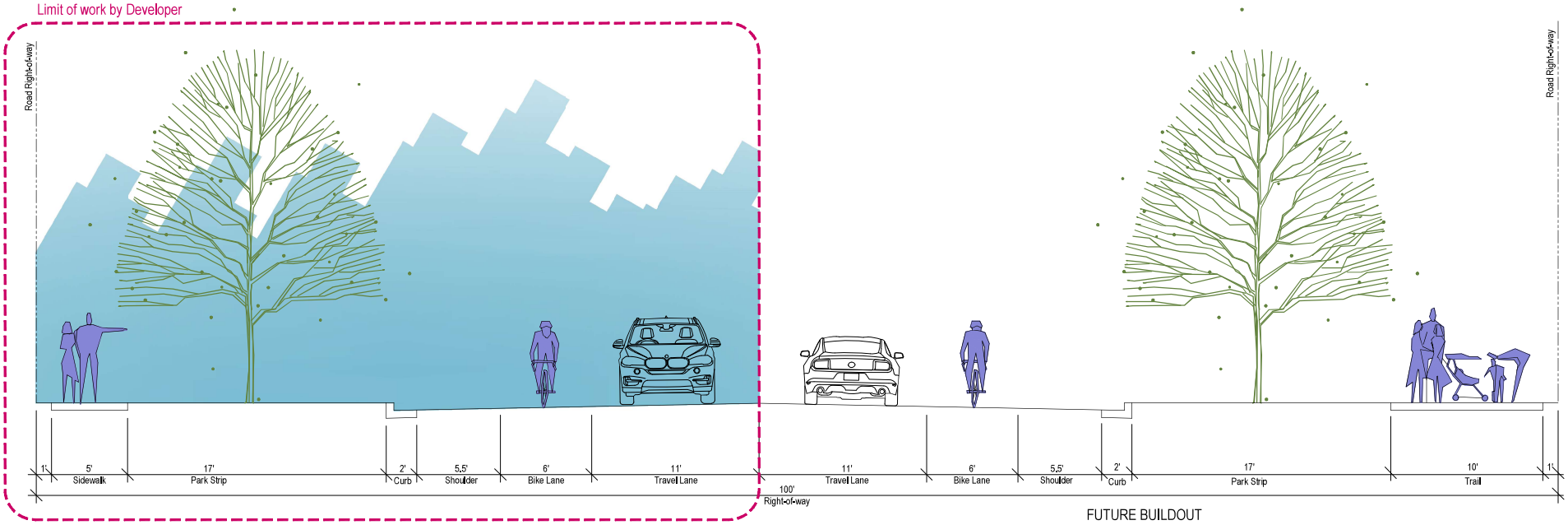
Exhibit E – Street Cross Sections

Notes:

1. ***Materials and Thicknesses.*** *Materials and thicknesses shall follow minimum typical requirements. The County Engineer may require increased thicknesses or more durable materials where unique site-specific conditions warrant such modifications to improve longevity.*
2. ***Curb and Gutter.*** *Curb and gutter shall conform to APWA Type G standards. The sidewalk or pathway shall be elevated above the top back of curb at a minimum upward grade of 2%, measured over the intervening horizontal distance. The County Engineer may approve alternative curb types or sidewalk/pathway elevations.*
3. ***Pathway****.*
    a. *Pathways shall be 10 feet wide, consisting of 9 feet of asphalt bounded on each side by a 6-inch-wide, 12-inch-deep concrete ribbon, flush with the asphalt surface. Master Developer shall be allowed to install the entire Pathway as concrete to county-specified sidewalk thickness.*
    b. *Where a pathway crosses a driveway or other vehicular accessway, concrete meeting county-specified sidewalk thickness shall replace asphalt for the full pathway width, extending at least 30 feet beyond each edge of the driveway or vehicle accessway.*
    c. *The County Engineer may require concrete in lieu of asphalt for any portion of a pathway.*
    d. *All contraction joints in concrete pathways shall be saw-cut.*

Minor Residential Streets shall be labeled with an "A-1" on the Concept Plan.

See next eight pages.



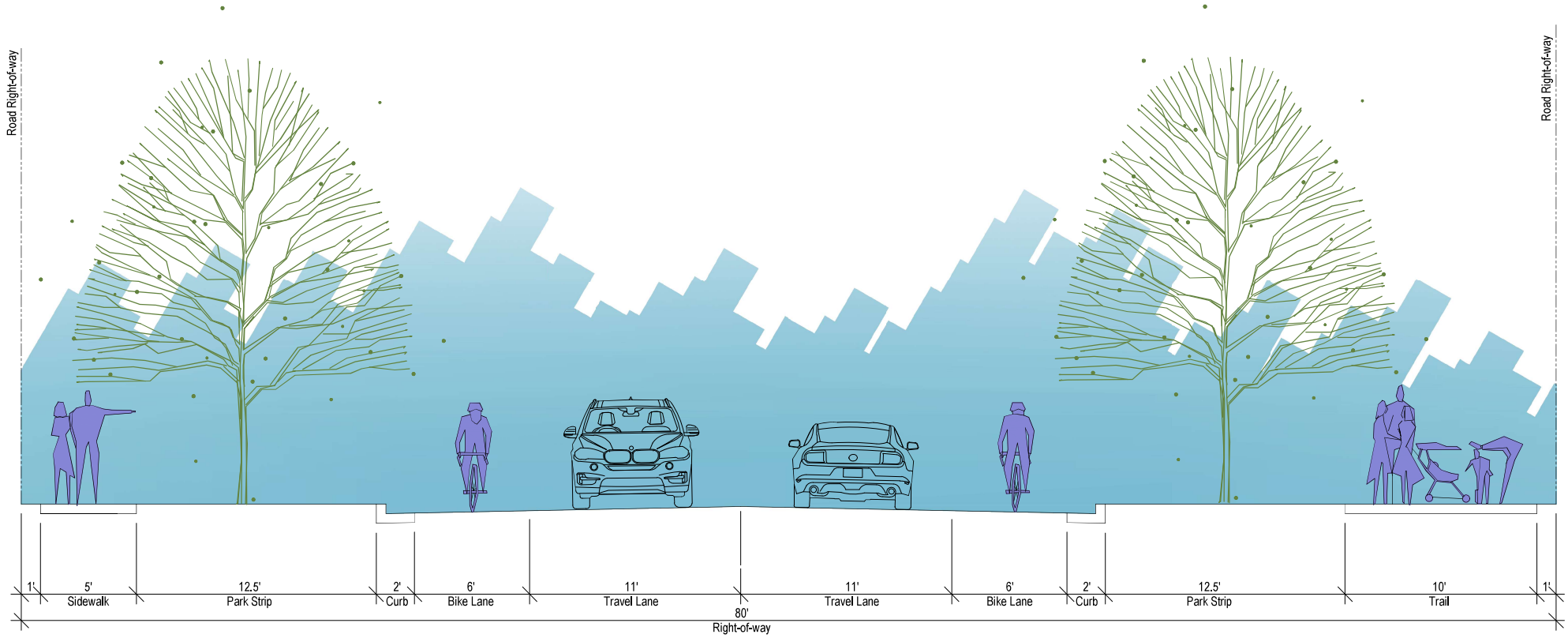
Major Collector
100' Right-of-way Width

Think
Architecture

November 03, 2026

Road Cross-sections

Weber County, Utah



Minor Collector
80' Right-of-way Width

Think
Architecture

November 03, 2026

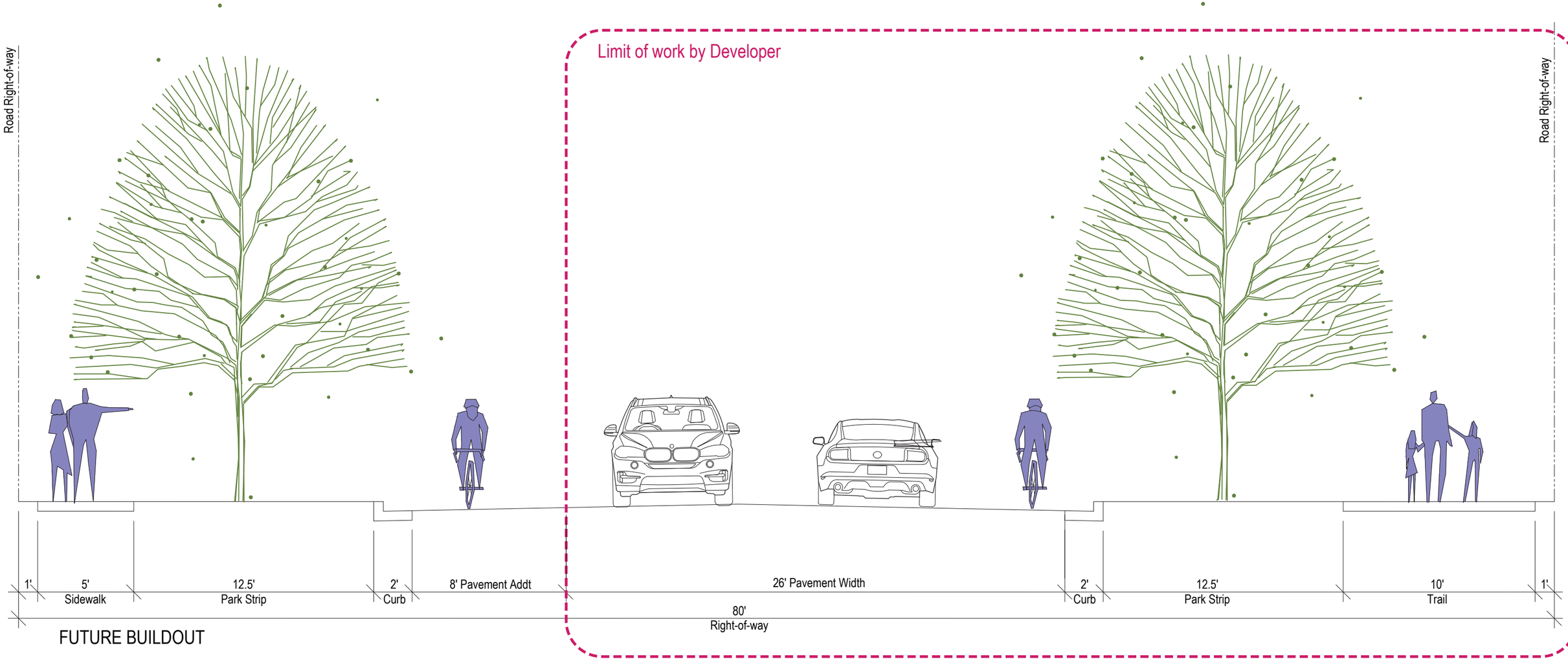
Road Cross-sections

Weber County, Utah

Limit of work by Developer

Road Right-of-way

Road Right-of-way



FUTURE BUILDOUT

Minor Collector

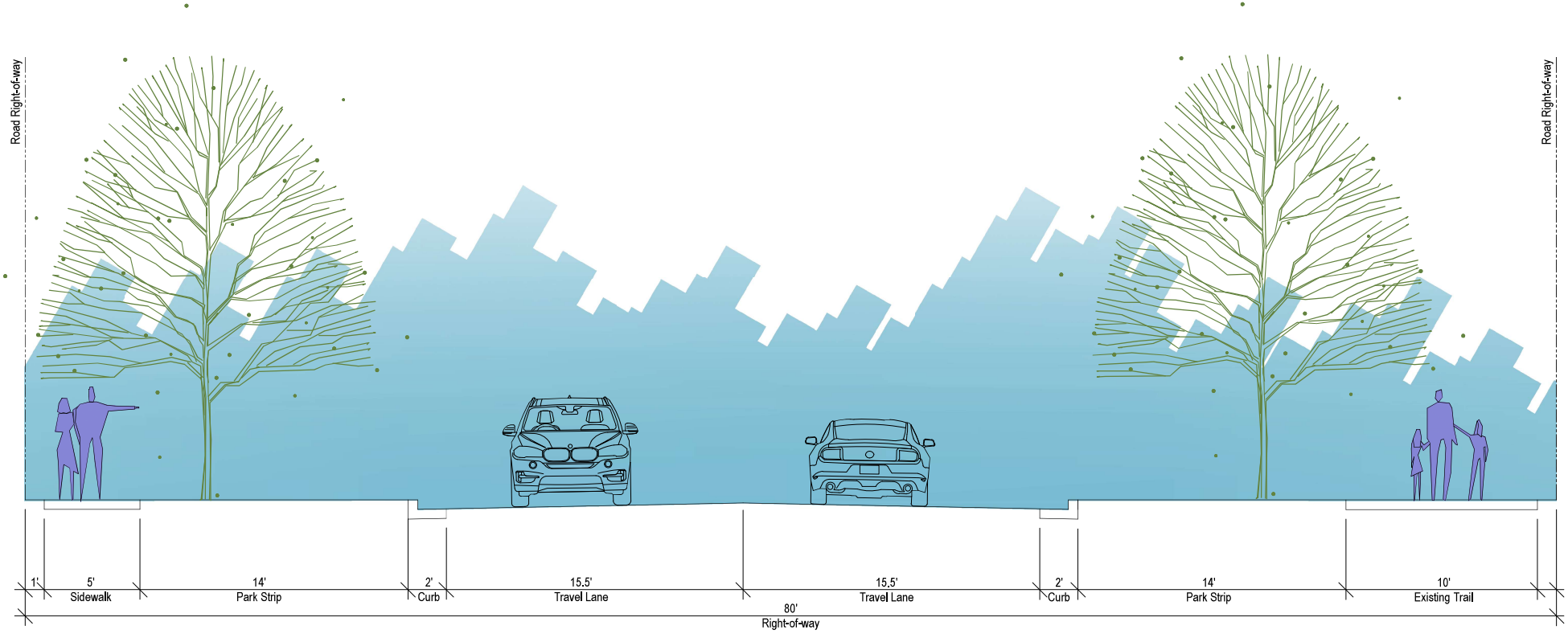
80' Right-of-way Width

Think
Architecture

November 03, 2026

Road Cross-sections

Weber County, Utah



Major Residential

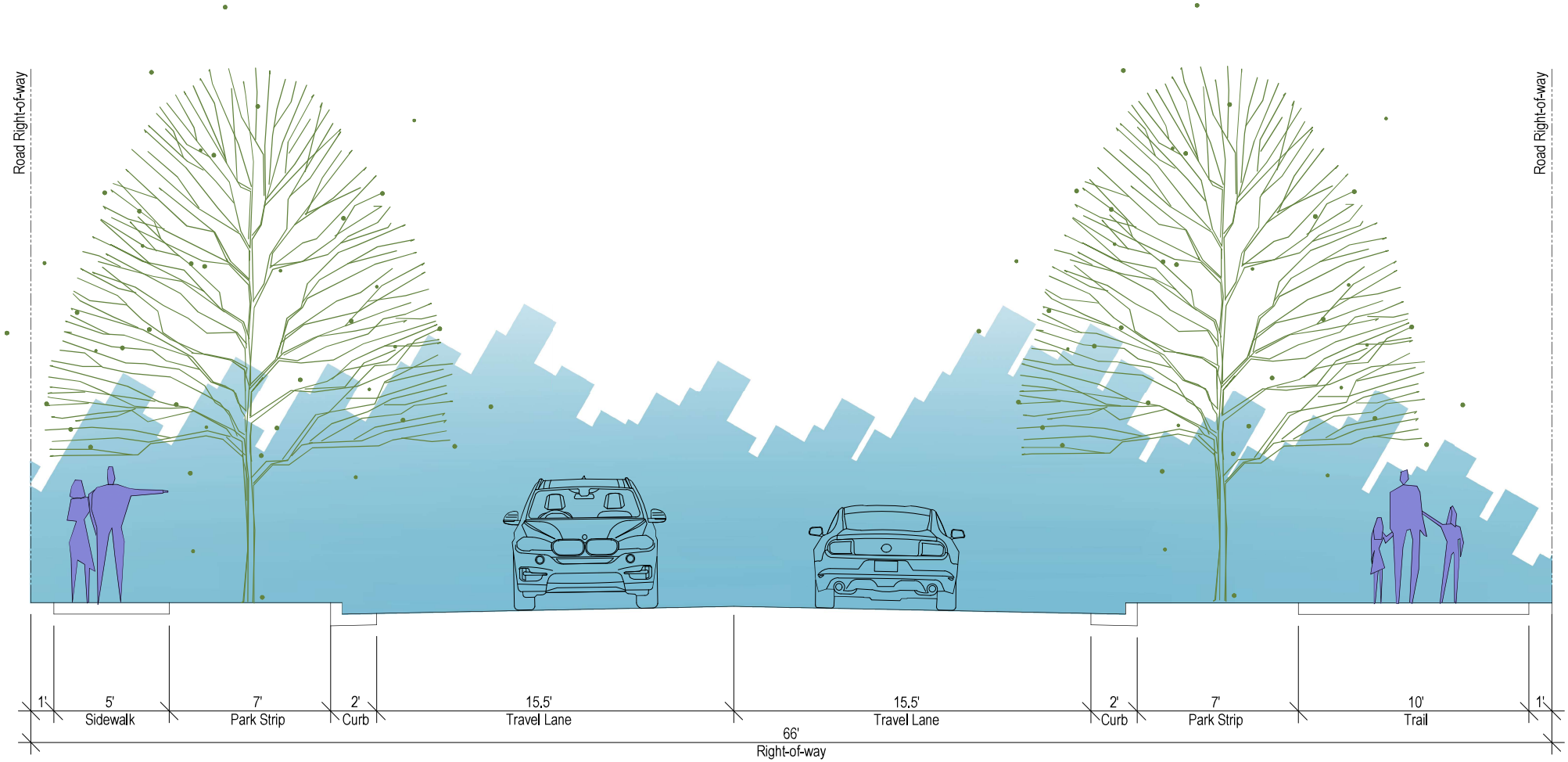
80' Right-of-way Width

Think Architecture

November 03, 2026

Road Cross-sections

Weber County, Utah



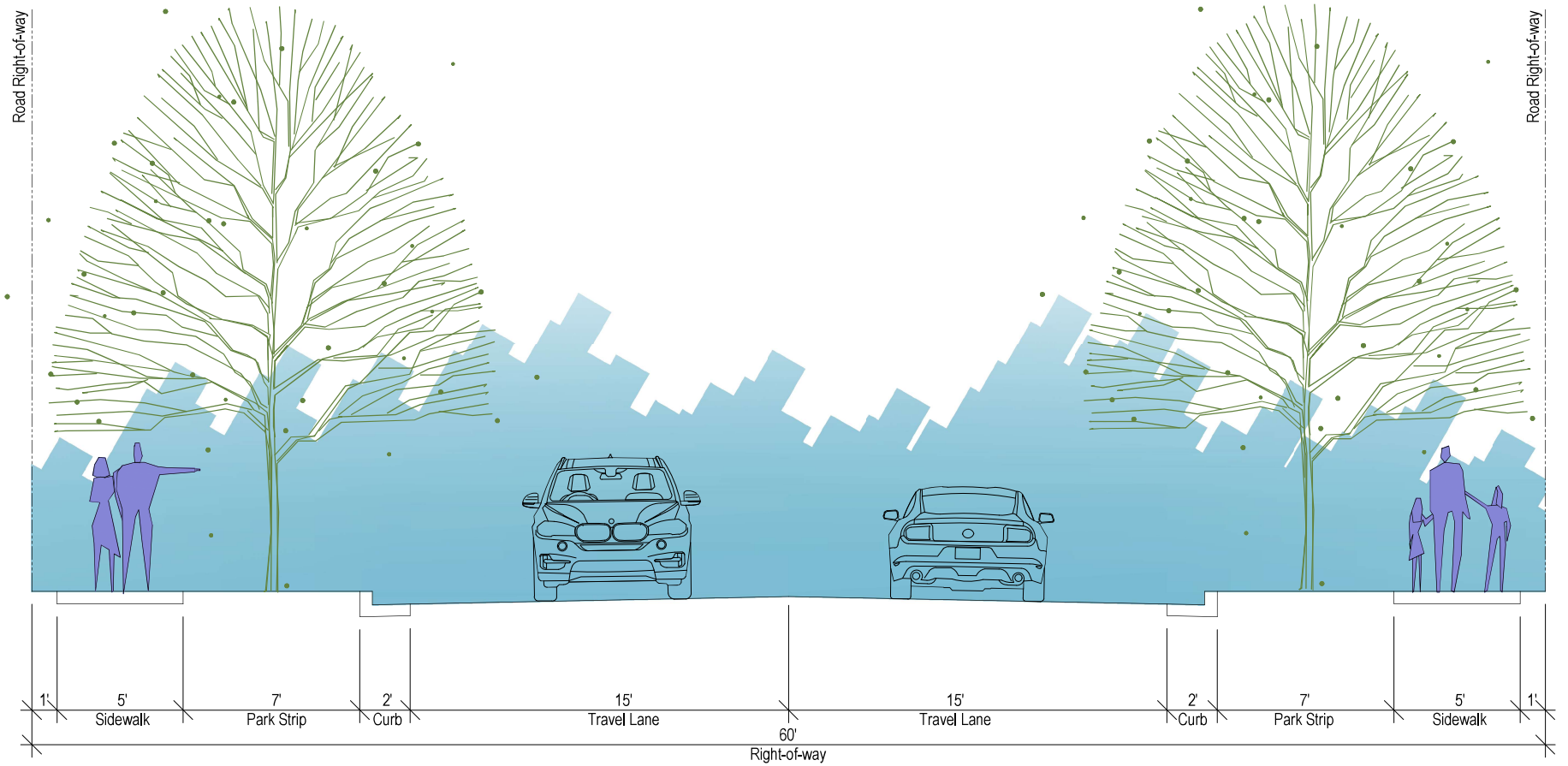
Major Residential
66' Right-of-way Width

Think
Architecture

November 03, 2026

Road Cross-sections

Weber County, Utah



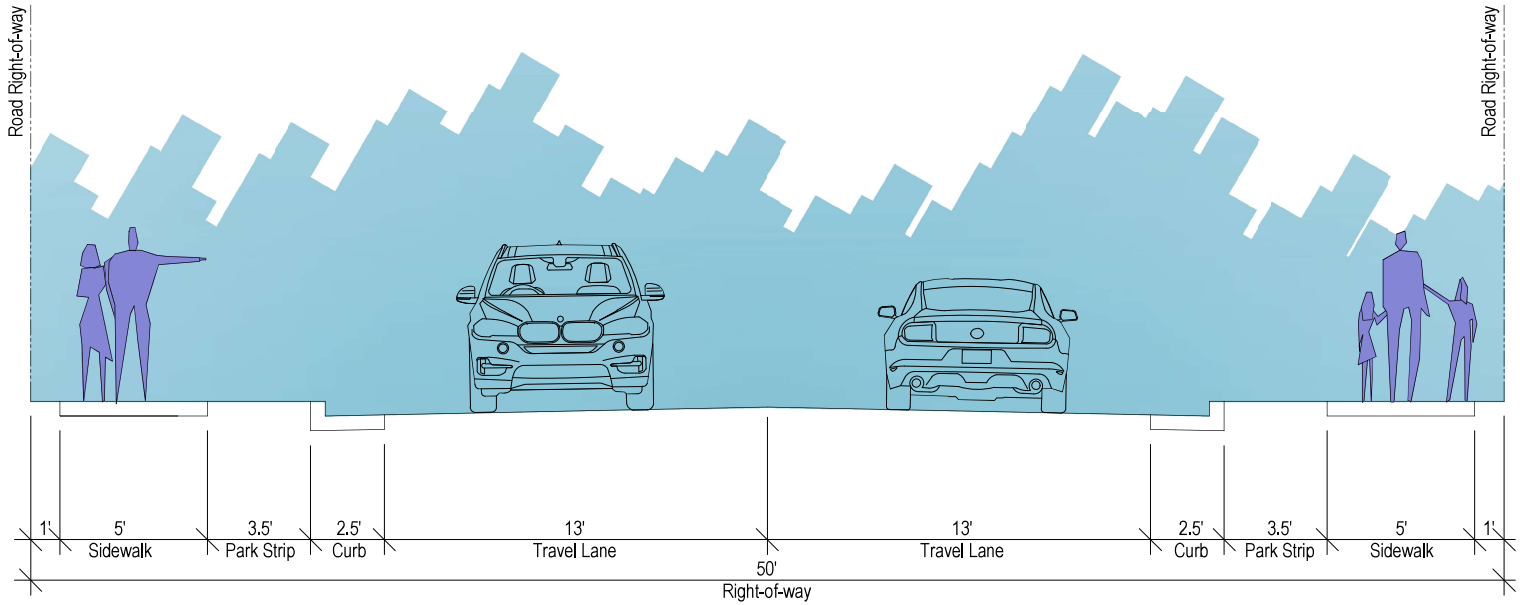
Minor Residential
60' Right-of-way Width

Think
Architecture

November 03, 2026

Road Cross-sections

Weber County, Utah

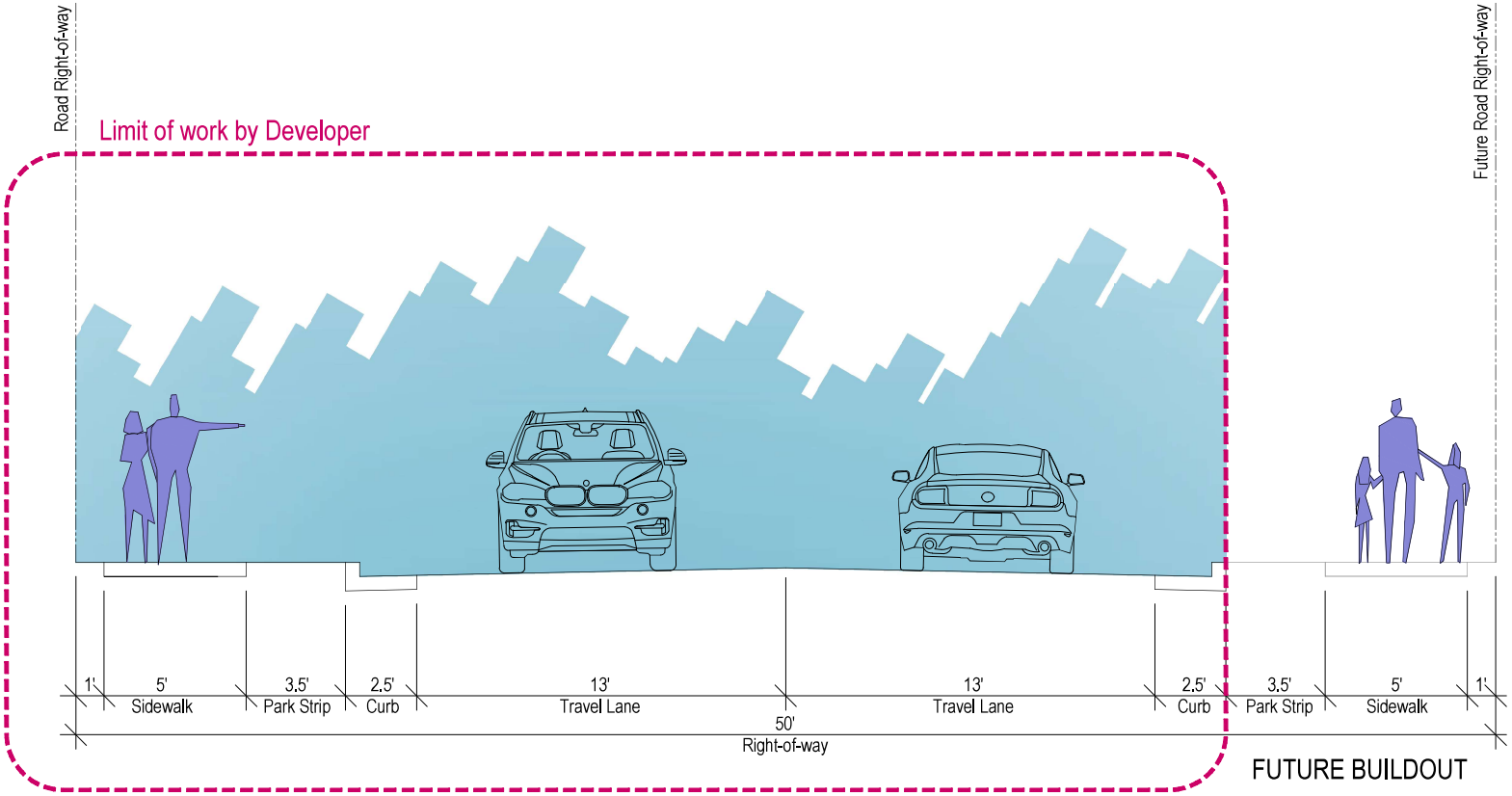


Minor Residential
50' Right-of-way Width

Think
Architecture

November 03, 2026

Road Cross-sections
Weber County, Utah



Minor Residential
50' Right-of-way Width

Think
Architecture

November 03, 2026

Road Cross-sections

Weber County, Utah

Exhibit F – Non-Street-Adjacent Pathway Cross Section

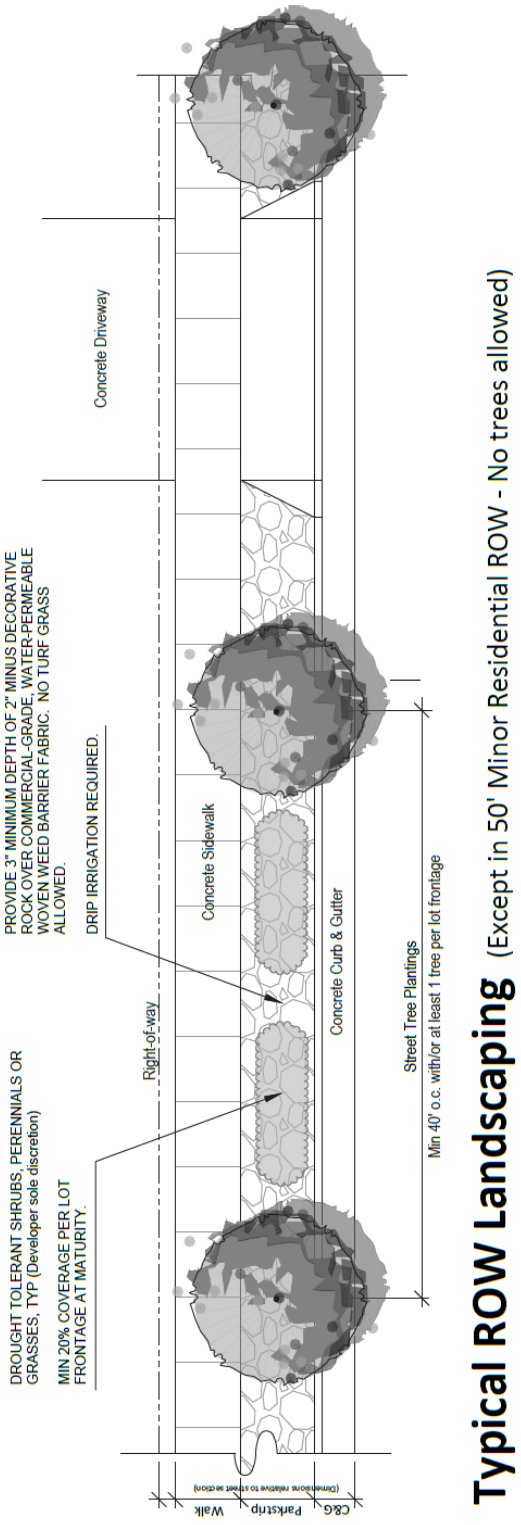
County Engineer may require concrete instead of asphalt. If concrete, pathway joints shall be saw-cut. If asphalt, both edges of the pathway shall be bounded by a concrete ribbon that is at least six inches wide and 12 inches deep.

See County Code **Section 106-2-1.020** for an alternative right of way width standard. If the alternative is used, Master Developer shall install the specified fence as a subdivision improvement.



Exhibit G – Reserved.

Exhibit H – Public Parkstrip Landscaping



Typical ROW Landscaping (Except in 50' Minor Residential ROW - No trees allowed)
(Parkstrips)

Exhibit I – Reserved

Exhibit J – Reserved

Exhibit K – Fallback Land Use Provisions

Applicability. These Fallback Land Use Provisions are incorporated into and shall apply only as provided in the Development Agreement. References to provisions of the Weber County Land Use Code, as may be amended from time to time, are retained where those provisions govern or supplement a use or standard stated herein.

1. Purpose and Intent

These provisions establish an agricultural and low-density rural residential land use framework intended to designate moderate-intensity farming areas where agricultural pursuits and the rural environment should be promoted and preserved where possible.

2. Reserved

3. Land Use Table

The following tables identify uses as Permitted (P), Conditional (C), or Prohibited (N). A conditional use requires a conditional use permit as governed by Title 108, Chapter 4 of the Weber County Land Use Code. A use not expressly identified as permitted or conditional is prohibited. Unless identified as an accessory use, a listed use is a main use.

3.1 Accessory Uses

USE	STATUS	SPECIAL REGULATIONS
Accessory building, accessory and incidental to the use of a main building.	P	
Accessory dwelling unit.	P	See Chapter 108-19.
Accessory use, accessory and incidental to the main use.	P	
Agricultural Produce Sales, Onsite. Sales of agricultural products produced onsite, accessory to an agricultural operation.	P	See Section 4.1 below. 5-acre use.
Custom exempt meat cutting, accessory to a residential use.	N	
Family food production, accessory to a residential use.	P	See Section 4.5 below.
Home occupation, accessory to a residential use.	P	See Chapter 108-13.
Household pets, accessory to a residential use.	P	
Main building, designed or used to accommodate the main use.	P	
Parking lot, accessory to a main use allowed under these provisions.	P	
Parking of large vehicle, accessory to residential use.	C	See Section 4.7 below. 5-acre use.
Parking of construction vehicle.	C	See Section 4.6 below. 5-acre use.
Sugar beet loading or collection station.	P	
Sugar beet dump site.	P	
Temporary building or use, accessory and incidental to onsite construction work.	P	See Section 4.8 below.

3.2 Agricultural Uses, Non-Animal

USE	STATUS	SPECIAL REGULATIONS
Agriculture.	P	
Agriculture, community-oriented. A crop production operation for use by the broader public, such as a community garden, rental row operation, or you-pick operation.	P	
Agricultural experiment station.	P	
Aquaculture.	P	
Fruit and vegetable storage and packing plant, for produce grown on premises.	N	
Grain storage elevator.	N	
Greenhouse and nursery. Sales are limited to plants produced on the premises.	P	
Laboratory facility, for agricultural products and soils testing.	N	
Manure spreading, drying and sales.	N	

3.3 Animal-Related Noncommercial Uses

The following animal-related uses do not and shall not typically generate customer-oriented traffic to the lot or parcel.

USE	STATUS	SPECIAL REGULATIONS
Animal grazing, as defined in Section 101-2.	P	See Section 4.2 below. 5-acre use.
Animal feeding operation, as defined in Section 101-2.	N	
Animal feeding operation, large concentrated, as defined in Section 101-2.	N	
Apiary.	P	
Aquaculture, animal related.	P	
Aviary.	P	
Chinchilla raising.	N	
Corral, stable or building for keeping animals or fowl.	P	See Section 4.3 below.
Dairy farm, including milk processing and sale, when at least 50 percent of milk is produced on the farm.	N	5-acre use.
Dairy or creamery.	N	
Dog breeding, dog kennels, or dog training school.	N	See Section 4.4 below. 2-acre use.
Stable for horses, noncommercial. Horses shall be for noncommercial use only. No more than two horses shall be kept for each one-half acre of land used for the horses.	P	
Slaughterhouse.	N	
Slaughtering, dressing, and marketing on a commercial scale of chickens, turkeys, or other fowl, fish, or frogs, when the animals or fowl were raised on the lot or parcel.	N	5-acre use.
Slaughtering of rabbits or beavers raised on the lot or parcel. Limited to a maximum of 500 rabbits at any one time.	N	

3.4 Commercial Uses

The following uses typically generate customer-oriented traffic to the lot or parcel.

USE	STATUS	SPECIAL REGULATIONS
Agri-tourism.	C	See Chapter 108-21.
Airport.	N	
Campground and picnic area.	C	See Chapter 108-20.
Cannabis production establishment, as defined by state code.	N	See Section 108-7-34.
Child day care.	N	
Circus or transient amusement.	N	
Equestrian training and stable facilities. No more than ten horses per acre of land used for horses.	C	5-acre use.
Golf course, except miniature golf course.	P	
Golf driving range.	N	
Greenhouse and nursery. Sales are limited to plants, landscaping materials, fertilizer, pesticide and insecticide products, tools for garden and lawn care, and the growing and sale of sod.	N	
Gun club.	N	5-acre use.
Horse racing and training track, cutter racing track, including indoor concessions as an accessory use.	N	
Outdoor recreation club activities, for horse riding, bow and arrow shooting, snowmobiling, etc.	N	
Stables.	N	
Skeet shooting range.	N	5-acre use.
Turf horse jumping course.	N	
Veterinary Facility.	N	

3.5 Institutional Uses

USE	STATUS	SPECIAL REGULATIONS
Campground and picnic area.	C	See Chapter 108-20.
Cemetery.	P	
Convalescent or rest home.	N	
Correctional institution.	N	
Church, synagogue or similar building used for regular religious worship.	P	
Dog pound.	N	
Equestrian training and stable facilities, noncommercial. No more than five horses per acre.	N	
Hospital.	N	
Private park, playground or recreation area. No privately owned commercial amusement business.	P	
Public building.	P	
Public park, recreation grounds and associated buildings.	P	
Public school, or private educational institution having a curriculum similar to that ordinarily given in public schools.	P	

USE	STATUS	SPECIAL REGULATIONS
Public storage facilities developed by a public agency.	C	See Chapter 108-10.
Sanitarium.	N	
School bus parking, provided the vehicle is parked at least 30 feet from a public street.	C	

3.6 Residential Uses

USE	STATUS	SPECIAL REGULATIONS
Residential facility for elderly persons.	P	See Section 108-7-15.
Residential facility for handicapped persons.	P	See Section 108-7-13.
Residential facility for troubled youth.	C	See Section 108-7-14.
Single-family dwelling.	P	
Two-family dwelling.	N	

3.7 Utility Uses

USE	STATUS	SPECIAL REGULATIONS
Public utility substations.	C	See Title 108, Chapter 10.
Radio or television station or tower.	C	See Title 108, Chapter 10.
Wastewater treatment or disposal facilities.	N	See Title 108, Chapter 10.
Small wind energy system.	N	See Section 108-7-24.

3.8 Other Uses

USE	STATUS	SPECIAL REGULATIONS
Mines, quarries, gravel pits, when in compliance with the Weber County Excavation and Clean Fill Ordinance.	N	

4. Special Regulations

4.1 Agricultural Produce Sales, Onsite

1. “Onsite” means on the same lot or parcel, or on a parcel that is part of a larger group of parcels, the agricultural operation thereon being under the same ownership.
2. The sales shall only be operated by the owner or manager of the onsite agricultural operation.
3. Sales shall be limited to Agricultural Products, at least one of which must be produced onsite and shall be continuously offered for sale during all times that offsite produce is offered for sale.
4. If sales occur within a building, the footprint of the building area used for sales shall be limited to no more than 0.025 percent of the total area of the agricultural operation. If sales occur outdoors, the

footprint of the area used for sales shall be limited to no more than 1.0 percent of the total area of the agricultural operation.

5. Except warehousing and storage, all sales activities shall be conducted at a minimum distance from an adjoining property equal to the greater of: (a) 10 feet; or (b) one foot for every 200 square feet of footprint used for the sales activities, up to 100 feet.

4.2 Animal Grazing

1. This use shall not include supplementary or full feeding of the animals except during times reasonably necessary due to lack of natural growing feed resulting from seasonal changes or extreme and temporary meteorological events.
2. It shall not exceed a density of 40 head per acre of used land.
3. It shall not be closer than 75 feet to any dwelling, public or semi-public building on an adjoining parcel of land.

4.3 Corral, Stable or Building for Keeping Animals or Fowl

1. This use shall be located no less than 100 feet from a public street and not less than 25 feet from any side or rear lot line.

4.4 Dog Breeding, Dog Kennels, or Dog Training School

1. This use shall not exceed ten dogs more than ten weeks old per acre at any time. Any building or enclosure for animals shall be located not less than 100 feet from a public street and not less than 50 feet from any side or rear property line.

4.5 Family Food Production

1. A Group A animal is either one pig, one sheep, one cow, or one goat. Group B animals or fowl are either a set of ten rabbits, ten chickens, ten pheasants, five turkeys, five ducks, five geese, or five pigeons.
2. No more than four sets of Group B animals or fowl may be kept on a lot or parcel that is less than 40,000 square feet.
3. No more than six combined sets of Group A animals and sets of Group B animals or fowl may be kept on a lot or parcel that is less than two acres. The same applies to a lot or parcel greater than two acres, except that an additional six combined sets of Group A animals and sets of Group B animals or fowl may be kept per each additional acre greater than two.

4.6 Parking of Construction Vehicle

1. The off-site for-profit nonagricultural use of the construction vehicle shall be restricted to the owner or operator of an actively operating agricultural use on the same lot or parcel on which it is parked, or the owner or operator’s employee.
2. It shall be accessory to an actively operating agricultural use on the lot or parcel; be restricted to vehicles and related equipment used for that agricultural use; and include no more than one three-axle truck and no pups.

4.7 Parking of Large Vehicle

1. This use shall be restricted to one vehicle, no greater than 24,000 pound GVW, parked at least 50 feet from a public street. Recreational vehicles are exempt from these restrictions.

4.8 Temporary Building or Use

1. The building or use shall be removed upon completion or abandonment of the construction work.

5. Site Development Standards

STANDARD	REQUIREMENT	SPECIAL REGULATIONS
Minimum lot area - dwelling	40,000 square feet	
Minimum lot area - other main building or use	2 acres	
Minimum lot area - 2-acre use	2 acres	
Minimum lot area - 5-acre use	5 acres	
Public utility substation	See Section 108-10-2	
Minimum lot width and street frontage	150 feet	
Minimum lot width and street frontage for 2- and 5-acre use	300 feet	
Minimum front setback - all buildings	30 feet	See Section 108-7-10 if lot abuts an arterial or collector street. If approved under a repealed cluster subdivision code: 20 feet.
Minimum side setback - dwelling	10 feet; total width of both side setbacks not less than 24 feet	See Section 108-7-10. Cluster-subdivision exception: 5 feet.
Minimum side setback - other main building	20 feet	See Section 108-7-10.
Minimum street-side setback - corner lot	20 feet	See Section 108-7-10.
Minimum side setback - accessory building	10 feet; 1 foot if at least 6 feet to rear of main building	See Sections 108-7-10 and 108-7-16. Cluster-subdivision exception applies.
Minimum rear setback - main building	30 feet	See Section 108-7-10. Cluster-subdivision exception: 20 feet.
Minimum rear setback - accessory building	1 foot; 10 feet where accessory building on a corner lot rears on side lot line of adjacent lot	See Section 108-7-10. Cluster-subdivision exception applies.
Minimum building height - main building	1 story	
Maximum building height - main building	35 feet	
Maximum building height - accessory building	25 feet	See Section 108-7-16 for accessory buildings over 1,000 square feet used for storage of personal equipment and materials.