

To Whom it May Concern,

This letter memorializes the understanding between Weber County (the "County") and the Developer of the Sage Creek Subdivision (the "Developer") regarding improvements to 3600 North in connection with the development of the Sage Creek Subdivision.

### **Phase One Improvements**

In connection with Phase One of the Sage Creek Subdivision, the Developer agrees to improve the existing substandard roadway, specifically, the Developer shall add asphalt to the south side of the roadway to achieve a minimum 24' of asphalt. The Developer shall also increase the turning radii at the intersection of 3600 North and 3900 West to meet applicable County standards and improve safety and functionality at that intersection.

The County acknowledges and agrees that it will not take action to prevent issuance of Certificates of Occupancy (CofO) for Phase One, provided that the Developer completes the above-described improvements necessary to bring the drivable surface into compliance with County code.

### **Baseline Road Inspection**

The County will pay for and obtain a baseline professional analysis to determine the condition and remaining useful life of the roadway.

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### **Periodic Road Inspections**

At the end of each phase, when construction has been completed on the phase, the parties agree to meet to inspect the condition of 3600 North and to determine whether any improvements or repairs need to be made at that time to keep the road in a safe condition.

### **Phase Four Participation in Full Road Improvements**

At the commencement of Phase Four of the Sage Creek Subdivision, the Developer agrees to participate with the County in the broader improvement or reconstruction of 3600 North on a cost-sharing basis.

The Developer and the County shall each pay fifty percent (50%) of the cost of a professional analysis to determine the condition and remaining useful life of the roadway.

Based on the results of this analysis compared to the baseline analysis, the Developer agrees to contribute to roadway improvement or repair costs in proportion to the impact of its development on the remaining useful life of the roadway. This contribution shall reflect the portion of roadway deterioration attributable to the Developer's use, as determined by the analysis.

**County Not Responsible After Annexation or Incorporation**

If all or any portion of 3600 North is annexed or incorporated into a municipality at any time in the future, then the County's obligations under this agreement will automatically terminate with respect to that portion of the road as soon as the annexation or incorporation takes effect.

We appreciate the County's cooperation and look forward to continuing to work together to ensure that 3600 North is improved in a manner that serves both current residents and future growth.

**Acknowledgements**

Weber County
By: _____
Its: _____
Signed: _____

Lync Development
By: <u>Pat Burns</u>
Its: <u>Manager</u>
Signed: <u>[Signature]</u>