

**Draft to County
With TOC
04/16/25**

AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT

**FOR
EAGLE CREST**

May __, 2025

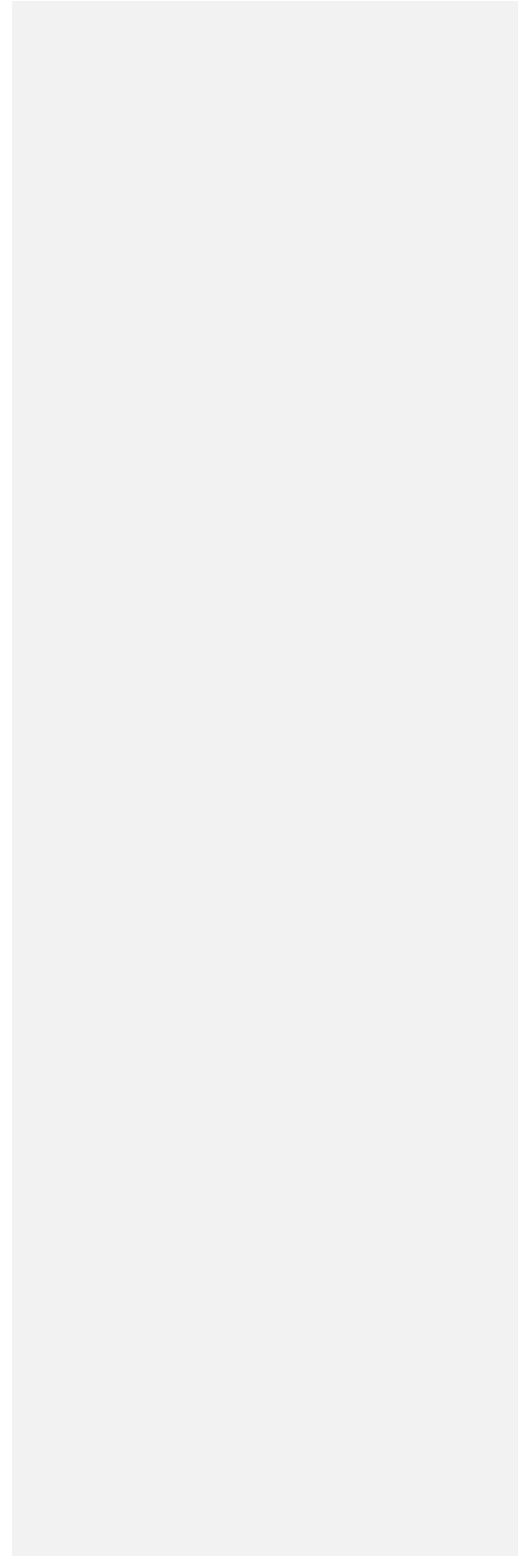


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**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
EAGLE CREST MASTER PLANNED COMMUNITY**

This AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT is made and entered as of the ___ day of May, 2025, by and between Weber County, a political subdivision of the State of Utah; and the Eagle Crest, LLC, a Utah limited liability company.

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Master Developer owns and is developing the Property.
- C. The County and Master Developer have entered into the Prior Agreements governing the development of the Property.
- D. Other aspects of the Prior Agreements have been either performed, modified, or rendered irrelevant based on the occurrence of various actions and events.
- E. Master Developer and the County desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan that is adopted and incorporated into this ARMDA.
- F. Development of the Property will include the Intended Uses as defined in this ARMDA.
- G. Development of the Project as a master planned community pursuant to this ARMDA is acknowledged by the parties to be consistent with CLUDMA and to operate for the benefit of the County, Master Developer, and the general public.
- H. The County Commission has reviewed this ARMDA and determined that it is consistent with CLUDMA.
- I. The Parties acknowledge that development of the Property pursuant to this ARMDA will result in significant planning and economic benefits to the County and its residents by, among other things, requiring orderly development of the Property as a master planned community and increasing property tax and other revenues to the County based on improvements to be constructed on the Property.
- J. Development of the Property pursuant to this ARMDA will also result in significant benefits to Master Developer, by providing assurances to Master Developer that they will have the ability to develop the Property in accordance with this ARMDA.
- K. Master Developer and the County have cooperated in the preparation of this ARMDA.
- L. The Parties desire to enter into this ARMDA to specify the rights and responsibilities of Master Developer to develop the Property as expressed in this ARMDA and the rights and responsibilities of the County to allow and regulate such development pursuant to the requirements of this ARMDA.
- M. The Parties understand and intend that this ARMDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of, Utah Code Ann. §§ 17-27a-102 and 528 (2024).
- N. This ARMDA and all of its associated “legislative”, “broad, competing policy-

considerations” and “generally applicable” decisions regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59 was considered by the Planning Commission on May ___, 2025 pursuant to Utah Code Ann. § 17-27a-528(2)(a)(iii) (2024), in making a recommendation to the County Commission.

O. The County believes that this ARMDA and the Zoning of the Property constitute the completion of the “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions by the County Commission regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59.

P. The County intends that the implementation of those “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions through the provisions and processes of this ARMDA relating to “fixed criteria” are “administrative” in nature.

Q. This County’s entry into this ARMDA is authorized by the adoption of Ordinance # _____ on May ___, 2025.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, the County and the Master Developer hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits A–F are hereby incorporated into this ARMDA.

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

1.2.1. **Administrative Modifications** means those modifications to this ARMDA that can be approved by the Administrator pursuant to Section 14.

1.2.2. **Administrator** means the person designated by the County as the Administrator of this ARMDA.

1.2.3. **Applicant** means a person or entity submitting a Development Application.

1.2.4. **ARC** means the Architectural Review Committee created by the HOA.

1.2.5. **ARMDA** means this Amended and Restated Master Development Agreement including all of its Exhibits.

- 1.2.6. **Buildout** means the completion of all of the development on all of the Project in accordance with the approved plans.
- 1.2.7. **CLUDMA** means the County Land Use, Development, and Management Act, Utah Code Ann. §§ 17-27a-101, *et seq.* (2024).
- 1.2.8. **Commission** means the elected County Commission of the County.
- 1.2.9. **County** means Weber County, a political subdivision of the State of Utah.
- 1.2.10. **County Consultants** means those outside consultants employed by the County in various specialized disciplines such as traffic, hydrology, or drainage, for reviewing certain aspects of the development of the Project.
- 1.2.11. **County's Future Laws** means the ordinances, policies, standards, procedures, and processing fee schedules of the County which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project, and which may or may not be applicable to the Development Application depending upon the provisions of this ARMDA.
- 1.2.12. **County's Vested Laws** means the ordinances, policies, standards, and procedures of the County regarding land use and development in effect as of the date of the execution of this ARMDA regarding land use, specifically, Titles _____, _____ and _____ a digital copy of which is attached as Exhibit "F".
- 1.2.13. **Default** means a material breach of this ARMDA.
- 1.2.14. **Denial/Denied** means a formal denial issued by the final decision-making body of the County for a particular type of Development Application but does not include review comments or "redlines" by County staff.
- 1.2.15. **Design Guidelines** means the general standards for design of lots and RDUs as specified in Exhibit E.
- 1.2.16. **Development** means the development of any improvement, whether public or private, on the Project pursuant to an approved Development Application, including, but not limited to, any Public Infrastructure, Private Improvement, Subdivision, or any of the Intended Uses.
- 1.2.17. **Development Application** means an application to the County for development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the County required for development of the Project.
- 1.2.18. **Development Report** means a report containing the information specified in Section 3.8 submitted to the County by Master Developer for a Development by Master Developer or for the sale of any Parcel to a

Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.

- 1.2.19. **Dispute** means any disagreement between the Parties regarding the administration or implementation of the ARMDA, including but not limited to Denial or a Default.
- 1.2.20. **Dispute Resolution Process** means the processes for resolving any Dispute as specified in Section 14.
- 1.2.21. **Exceptions from County Standards** means the Design Guidelines (Exhibit D) and the Technical Guidelines (Exhibit E) which contain certain modifications to or from the County's current engineering and site design requirements.
- 1.2.22. **Exchange at Wolf Creek** means a development contemplated by a party related to Master Developer that is part of the subject of a "Development Agreement" dated as of August 15, 2023 recorded as Entry # 3297522 in the books and records of the Weber County Recorder.
- 1.2.23. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 17-27a-603 (2024), or any successor provision, and approved by the County, effectuating a Subdivision of any portion of the Project.
- 1.2.24. **Home Owner Association(s) (or "HOA(s)")** means one or more associations formed pursuant to Utah law to perform the functions of an association of property Master Developer.
- 1.2.25. **Master Plan** means the general layout of the types and areas of development of the Project as illustrated on Exhibit "B".
- 1.2.26. **Maximum Residential Dwelling Units ("Maximum RDUs")** means the development on the Property of one hundred ninety-two (192) Residential Dwelling Units.
- 1.2.27. **Notice** means any notice to or from any party to this ARMDA that is either required or permitted to be given to another party.
- 1.2.28. **Open Space** means that definition as found in the County's Vested Laws as may be modified by the Master Plan.
- 1.2.29. **Master Developer** means the Eagle Crest, LLC, which owns the Property.
- 1.2.30. **Outsourcing** means the process of the County contracting with County Consultants or paying overtime to County employees 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 ARMDA. Outsourcing shall be at the sole discretion of the County.
- 1.2.31. **Outsourced Work** means any work performed pursuant to Outsourcing.

- 1.2.32. **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper that is not an individually developable lot and that has not been created as a Subdivision.
- 1.2.33. **Parks, Trails, and Open Space (“PTOS”) Plan** means the plan for developing the parks, trails, and open space in the Project as specified in the PTOS Plan, Exhibit “C”.
- 1.2.34. **Parties** means the Master Developer, and the County.
- 1.2.35. **Party** means either the Master Developer, or the County individually.
- 1.2.36. **Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.
- 1.2.37. **Prior Agreements** means any and all prior development agreements or conditional use permits pertaining to the general development layout of the Property, including _____.
- 1.2.38. **Private Improvements** means those elements of infrastructure needed for the completion of a Development which are not planned to be dedicated to the County.
- 1.2.39. **Project** means the total development to be constructed on the Property pursuant to this ARMDA with the associated public and private facilities, Intended Uses, Maximum RDUs, and all of the other aspects approved as part of this ARMDA.
- 1.2.40. **Property** means the approximately ninety-two and twenty hundredths (92.20) acres as illustrated on Exhibit “B” and legally described in Exhibit “A”.
- 1.2.41. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the County or other respective public entity as a condition of the approval of a Development Application including, but not limited to, the roads, drainage plan, and utilities.
- 1.2.42. **Residential Dwelling Unit (“RDU”)** means a single unit intended to be occupied for residential living purpose.
- 1.2.43. **Subdeveloper** means a person or an entity not “related” (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development.
- 1.2.44. **Subdivision** means the division of any portion of the Project into developable lots pursuant to CLUDMA.
- 1.2.45. **Subdivision Application** means the application to create a Subdivision.

- 1.2.46. **System Improvements** means those components of the Public Infrastructure that are defined as such under the Utah Impact Fees Act.
- 1.2.47. **Technical Guidelines** means a detailed listing of those engineering and other technical requirements for the development of the Public Infrastructure and the Private Improvements that may be different from those otherwise applicable under the County's Vested Laws as specified in Exhibit "D".
- 1.2.48. **The Bridges** means a development contemplated by a party related to Master Developer that is the subject of an Amended and Restated Master Development Agreement dated as of _____, 2025 recorded as Entry # _____ in the books and records of the Weber County Recorder.
- 1.2.49. **Zoning** means the zoning of the Property as FR-3 as modified by this ARMDA.

Commented [BB1]: Note that this ARMDA for Eagle Crest will be "speaking" as of a date AFTER The Bridges ARMDA is adopted so I am writing this as if The Bridges ARMDA has already been done.

2. **Effect of ARMDA.** Except as specified herein, this ARMDA shall be the sole development agreement between the parties related to the Project and the Property. The County and Master Developer shall record a Notice with the County Recorder of that novation in the chain of title of the Property.

2.1. **Effect on Prior Agreements.** The Prior Agreements are hereby novated and superseded and shall be of no effect regarding the Property.

3. **Development of the Project.**

3.1. **Compliance with this ARMDA.** Development of the Project shall be in accordance with the County's Vested Laws, the County's Future Laws (only to the extent that these are applicable as otherwise specified in this ARMDA), and this ARMDA.

3.2. **Land Uses within the Project, Configuration.** The Master Plan reflects the general location and configuration of the Intended Uses and Open Space within the Project. The Master Plan provides the development requirements of the various aspects of the Project. Requirements not set forth in the Master Plan are controlled by the ARMDA, including the other exhibits thereto.

3.3. **Design Standards and Technical Guidelines.** The Project shall be engineered and designed pursuant to the County's Vested Laws except as those may be modified by the Design Standards or the Technical Guidelines. If there is any conflict between the Design Guidelines or the Technical Guidelines with the County's Vested Laws, the Design Guidelines and/or the Technical Guidelines shall control.

3.4. **Maximum RDUs.** At Buildout of the Project, Master Developer shall be entitled to have developed the Maximum RDUs as specified in and pursuant to this ARMDA subject to the restrictions on RDUs of Master Developer's Property. Buildings ancillary to a primary residential use, churches, schools, municipal or other institutional/governmental and other similar non-residential uses shall not be counted as a Residential Dwelling Unit for purposes of the Maximum RDUs. The development of other Intended Uses as provided in this ARMDA shall not reduce the number of Maximum RDUs.

3.4.1. **Configuration of Maximum RDU's.** The general configuration of the Maximum RDU's is identified in the Master Plan. The Master Plan

reflects the general location and configuration of PTOS, and residential uses within the Project.

- 3.4.2. **Market Rate.** All of the RDUs in the Project are market rate units and there is no “affordability” requirements for any of the RDUs.
- 3.4.3. **Acknowledgment of Transfer of RDUs.** The parties acknowledge that eighty (80) of the Maximum RDUs for the Project have been transferred into the Project from the Exchange at Wolf Creek and can no longer be used at the Exchange at Wolf Creek. No new units are being created by this ARMDA. The transfer of those eighty (80) RDUs is also partially compensated for by an entity related to Master Developer agreeing to construct Fairways Drive as a part of The Bridges.

3.5. **Master Developers’ Discretion.** Nothing in this ARMDA shall obligate the Master Developer to construct the Project or any particular Phase therein or portion thereof, and the Master Developer shall have the discretion to determine whether to construct a particular Development or Phase based on such Master Developer’s business judgment.

- 3.5.1. **Concurrency Management of Future Development.** Any phasing shall ensure appropriate access, fire protection, utilities, and other infrastructure for future phases and Master Developer shall seek the County’s input on such issues prior to submitting a Development Application for such phasing. Once construction has begun on a specific Development or Phase, the relevant Master Developer or Subdeveloper(s) shall have the obligation to complete the public and private road, storm drain, water, and other improvements that are a condition of the approved Development Application for such Development.

3.6. **Required Process.**

- 3.6.1. **Approval Required Before Development.** A Development Application shall be submitted for any Development. Except as otherwise provided herein, no improvements shall be constructed within the Project without Master Developer or a Subdeveloper first obtaining approval of the Development Application for such Development from the County. Upon approval by the County of any Development Application, the Development related to such approval may be improved in accordance with the approved Development Application, subject to the terms, conditions, and provisions of the Development Application.
- 3.6.2. **Building Permits.** No building permit shall be issued by the County for construction of any Development unless Master Developer or a Subdeveloper has substantially completed the required infrastructure to comply with County requirements for phasing of infrastructure and completion of off-site improvements required by the relevant Development Application. Building permits shall be issued once any work required by the Development Application has gone under warranty. Except as provided in the County’s Vested Laws, no buildings, improvements, or other structures shall be constructed within the Project without Master Developer and/or a Subdeveloper first obtaining an appropriate building permit(s), and/or grading and excavation permits, as applicable. Master Developer and/or a Subdeveloper may apply for and obtain a grading permit following approval

of a preliminary Subdivision plat if Master Developer and/or a Subdeveloper has submitted and received approval of a site grading plan from the County Engineer and all required fees are paid.

- 3.6.3. **County and Other Governmental Agency Permits.** Before commencement of construction or Development of any buildings, structures or other work or improvements upon any portion of the Project, Master Developer or a Subdeveloper shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the County or any other governmental entity having jurisdiction over the work. The County shall reasonably cooperate with Master Developer or a Subdeveloper in seeking to secure such permits from other governmental entities.
- 3.6.4. **Fees.** Master Developer or a Subdeveloper shall pay to the County the standard fees applicable to any submittal of a Development Application under the County's fee schedule in effect at the time of the application.
- 3.6.5. **County Cooperation and Approval.** The County shall cooperate reasonably and in good faith in promptly processing and reviewing all Development Applications in accordance with the procedures identified in this ARMDA. Development Applications shall be approved by the County if such Development Applications comply with the applicable portions of the County's Vested Laws, the County's Future Laws (if applicable, and this ARMDA.
- 3.6.6. **Outsourcing of Processing of Development Applications.**
 - 3.6.6.1. **County Processing.** The provisions of Section 3.5.6 and 3.5.11 shall not apply to any Development Application being processed by the County, either directly or as an outsource from another jurisdiction, under the authority of the County Commission using the County's Vested Laws.
 - 3.6.6.2. **Timing.** Within fifteen (15) business days after receipt of a Development Application and upon the request of Master Developer, the County and Master Developer will confer to determine whether the County desires to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis.
 - 3.6.6.3. **Election/Cost Estimate.** If the County or Master Developer determines in either of their its discretion that Outsourcing is appropriate to meet review timeliness requirements of State Code, then the County shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the County in good faith consultation with the Master Developer or Subdeveloper (either overtime to County employees or the hiring of a County Consultant). If the Master Developer or a Subdeveloper notifies the County that it desires to proceed with the Outsourcing based on the County's estimate of costs, then the Master Developer or Subdeveloper shall

deposit in advance with the County the estimated differential cost and the County shall then promptly proceed with having the work Outsourced.

- 3.6.6.4. Compliance with Applicable Codes. Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the County's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.
- 3.6.6.5. Final Payment. Upon completion of the Outsourcing Work and the provision by the County of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a County Consultant or paying overtime to County employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.
- 3.6.6.6. Acceptance of Outsourced Work. The County shall accept the results of any Outsourced Work under this section unless the County determines that the Outsourced Work has not been performed pursuant to County standards or is materially incorrect. If the County does not give Master Developer Notice within ten (10) business days of receiving the Outsourced Work that the County disputes the acceptability of the Outsourced Work, then the County shall be deemed to have accepted the Outsourced Work. Any disputes relating to the Outsourced Work shall be subject to the Dispute Resolution Process.
- 3.6.7. ***Acceptance of Certifications Required for Development Applications.*** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the County.
- 3.6.8. ***Independent Technical Analyses for Development Applications.*** If the County needs technical expertise beyond the County's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the County's Vested Laws to be certified by such experts as part of a Development Application, the County may engage such experts as County Consultants, with the actual and reasonable costs, being the responsibility of Applicant.

- 3.6.9. ***Intent of One-Time Review.*** The County should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.
- 3.6.10. ***County Denial of a Development Application.*** If the County denies a Development Application the County shall provide with the denial a Notice advising the Applicant of the reasons for denial including specifying the reasons the County believes that the Development Application is not consistent with this ARMDA, the Master Plan, and/or any applicable County's Vested Laws (or, if applicable, the County's Future Laws).
- 3.6.11. ***Dispute Resolution.*** The County's denial of any Development Application shall be subject to the Dispute Resolution Processes.
- 3.6.12. ***County Denials of Development Applications Based on Denials from Non-County Agencies.*** If the County's denial of a Development Application is based on the denial of the Development Application by a Non-County Agency, Master Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified herein.
- 3.6.13. ***Construction Prior to Completion of Infrastructure.*** Master Developer may apply for and obtain Building Permits and/or temporary Certificates of Occupancy for uninhabited model homes, home shows, sales offices, construction offices or similar uses prior to the installation of all Public Infrastructure and Improvements required to be eventually completed so long as such installation is secured consistent with the County's Vested Laws including the requirements for fire protection. No permanent Certificate of Occupancy shall be issued by the County, except in compliance with the County's Code.
- 3.6.14. ***Outsourcing of Inspections.***
- 3.6.14.1. **County Processing.** The provisions of Section 3.5.14 shall not apply to any inspections being performed by the County, either directly or as an outsource from another jurisdiction, under the authority of the County Commission using the County's Vested Laws.
- 3.6.14.2. **Timing.** Within fifteen (15) business days after receipt of a request from Master Developer to Outsource the inspections of the construction of any Development, the County and Master Developer will confer to determine whether the County desires to Outsource the inspections to ensure that they are processed on a timely basis.
- 3.6.14.3. **Election/Cost Estimate.** If the County or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the County shall promptly estimate the

reasonably anticipated differential cost of Outsourcing in the manner selected by the County in good faith consultation with the Master Developer or Subdeveloper (either overtime to County employees or the hiring of a County Consultant). If the Master Developer or a Subdeveloper notifies the County that it desires to proceed with the Outsourcing based on the County's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the County the estimated differential cost and the County shall then promptly precede with having the work Outsourced.

- 3.6.14.4. Compliance with Applicable Codes. Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the County's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.
- 3.6.14.5. Final Payment. Upon completion of the Outsourcing services and the provision by the County of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a County Consultant or paying overtime to County employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.
- 3.6.14.6. Acceptance of Outsourced Work. The County shall accept the results of any outsourced decision under this section without any further review by the County.

3.7. **Parcel Sales.** The County acknowledges that the precise location and details of the public improvements, lot layout and design, and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation or sale of a Parcel. Master Developer may obtain approval of a Parcel in any manner allowed by law. If, pursuant to Utah Code Ann. § 17-27a-103 (2024), there are no individually developable lots in the Parcel, the creation of the Parcel would not be subject to subdivision requirement in the County's Vested Laws including the requirement to complete or provide security for any Public Infrastructure at the time of the creation of the Parcel. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent Subdivision of the Parcel that creates individually developable lots. An instrument shall be recorded specifying the material details of any Parcel sale such as the number of acres, number of units and any other material information regarding what rights and/or obligations are being sold. The recorded instrument shall be signed by Master Developer and the buyer. The County shall also sign acknowledging that it has notice of the sale and that the recorded instrument complies with this subsection.

3.8. **Accounting for RDUs for Developments by Master Developer.** At the recordation of a final plat or other approved and recorded instrument for any Development developed by Master

Developer that includes RDUs, Master Developer shall provide the County a Development Report showing any RDUs used with the Development and the RDUs remaining with Master Developer and for the entire remaining Project.

3.9. **Development Report.** With any Development Application, Master Developer shall file a Development Report showing:

- 3.9.1. **Ownership** of the property subject to the Development Application;
- 3.9.2. **Maximum RDUs.** The total number of RDUs allowed in the Eagle Crest development, including areas not affected by this Agreement;
- 3.9.3. **Units Previously Platted.** The number of RDUs previously platted within any part of the Eagle Crest development, including areas not affected by this Agreement, and their percentage of the Maximum RDUs;
- 3.9.4. **Ongoing Application Units.** The number of RDUs that are part of a submitted but not yet platted subdivision application, and their percentage of the Maximum RDUs;
- 3.9.5. **Units Proposed to be Developed.** The number of RDUs intended to be platted by the proposed Development, and their percentage of the Maximum RDUs;
- 3.9.6. **Units Transferred or Remaining.** The number of RDUs remaining with Master Developer and their percentage of the Maximum RDUs;
- 3.9.7. **Parks, Trails, and Open Space.** The amount, type, location, and timing of any Parks, Trails, and Open Space, including the percentage of acreage for Parks and Open Space, or linear feet of trails, separating paved trail quantities from soft trail quantities, together with all of their respective percentage of totals proposed in the PTOS; and
- 3.9.8. **Material Effects.** Any material effects of the sale on the Master Plan.

3.10. **Accounting for Used or Transferred RDUs.** Master Developer is responsible for the accounting of, disposition of, or use of all RDUs within the Project. County shall have no obligation or authority to oversee, regulate, or mediate Master Developer's sale or other transfer of RDUs to any other party owning land within the Project, provided that their use is in compliance with this ARMDA and County Laws.

3.11. **Phasing.** The County acknowledges that Master Developer may develop the Project in Phases. No sequential phasing is implied by any numbering in the Master Plan. The Parties acknowledge that the most efficient and economic development of the Project depends on numerous factors, such as market conditions and demand, infrastructure planning, competition, the public interest, and other similar factors.

- 3.11.1. The Development Application for each Phase shall establish that the needs of future phases for Public Infrastructure are properly accounted for.
- 3.11.2. The Development Application for any Phase shall comply with the Master Plan and provide for future Phases' access and infrastructure

connectivity and compatibility, including the temporarily dead-end street provisions in County Vested Laws.

3.11.3. The Development Application for each Phase shall comply with the PTOS provisions of Section 10.

3.11.4. Except as specified herein, the development of the Project in Phases shall be in the sole discretion of Master Developer.

3.12. **Short Term Rentals Prohibited.** None of the RDUs in the Project shall be used for short term rentals.

4. **Zoning and Vested Rights.**

4.1. **Vested Rights Granted by Approval of this ARMDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the County and Master Developer intend that this ARMDA grants to Master Developer all rights to develop the Project in fulfillment of this ARMDA except as specifically provided herein. The Parties intend that the rights granted to Master Developer under this ARMDA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this ARMDA grants to Master Developer “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann. § 17-27a-508 (2024).

4.2. **Exceptions.** The restrictions on the applicability of the County’s Future Laws to the Project as specified in Section 1.2.9 are subject to only the following exceptions:

4.2.1. **Master Developer Agreement.** County’s Future Laws that Master Developer agrees in writing to the application thereof to the Project;

4.2.2. **State and Federal Compliance.** County’s 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;

4.2.3. **Codes.** County’s Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

4.2.4. **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;

4.2.5. **Fees.** Changes to the amounts of fees (but not changes to the times provided in the County’s Vested Laws for the imposition or collection of such 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;

4.2.6. **Compelling, Countervailing Interest.** Laws, rules or regulations that the County's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 17-27a-508(1)(a)(ii) (2024).

4.3. **Reserved Legislative Powers.** The Parties acknowledge that under the laws of the State of Utah (including Utah Code Ann. § 17-27a-528 (2023)) and the United States, the County's authority to limit its police power by contract has certain restrictions. As such, the limitations, reservations, and exceptions set forth herein are intended to reserve for the County those police powers that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation under the County's police powers, such legislation shall only be applied to modify the vested rights of the Master Developer under the terms of this ARMDA based upon the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Master Developer under this ARMDA shall be of general application to all development activity in the County and, unless the County declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

5. **Term of Agreement.** The initial term of this ARMDA shall be until December 31, 2034. If as of that date, Master Developer is in compliance of this ARMDA and has not been declared to be in default as provided in Section 13, or if a default has been declared but has been cured or is in the process of being cured as provided therein, then this ARMDA shall be automatically extended until December 31, 2039, and, thereafter, for two (2) additional period of five (5) years provided the forgoing condition is true. This ARMDA shall also terminate automatically at Buildout.

6. **Application Under County's Future Laws.** Without waiving any rights granted by this ARMDA, Master Developer may at any time, and from time-to-time, choose to submit a Development Application for some or all of the Project under the County's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this Agreement. Any Development Application filed for consideration under the County's Future Laws shall be governed by all portions of the County's Future Laws related to the Development Application. The election by Master Developer at any time to submit a Development Application under the County's Future Laws shall not be construed to prevent Master Developer from applying for other Development Applications on the County's Vested Laws. Subdevelopers may not submit a Development Application under the County's Future Laws without the consent of the Master Developer.

7. **Public Infrastructure.**

7.1. **Construction by Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed, all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application.

7.1.1. **Security for Public Infrastructure.** If, and to the extent required by the County's Vested Laws, unless otherwise provided by CLUDMA, security for any Public Infrastructure is required by the County it shall be provided in a form acceptable to the County (which may include security based on real property) as specified in the County's Vested Laws. Partial releases

of any such required security shall be made as work progresses based on CLUDMA and the County Vested Laws.

7.1.2. **Bonding for Landscaping.** Security for the completion of those items of landscaping that are weather or water dependent shall be provided as required by the County's Vested Laws in conformance with CLUDMA.

7.2. **Dedication of Public Improvements.** All of the infrastructure and improvements dedicated to the County pursuant hereto shall be constructed to the County's standard specifications unless otherwise agreed in this ARMDA or otherwise and shall be subject to County requirements for the payment of property taxes, inspections, and approval before acceptance by the County. The County shall accept such dedication after payment of all taxes and fees and inspection and correction of any deficiency or failure to meet County standards.

8. **Upsizing/Reimbursements to Master Developer.**

8.1. **"Upsizing".** The County shall not require Master Developer to "upsized" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements that are mutually acceptable to Master Developer and County are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsized to a water pipe size increases Master Developer's costs by 10% but adds 50% more capacity, the County shall only be responsible to compensate Master Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements.

8.2. **Dispute Resolution.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

9. **Parks, Trails, and Open Space.**

9.1. **PTOS Plan.** All aspects of the parks, trails and open space for the Project shall be as specified in the PTOS Plan, Exhibit "C" and as follows. The percentage of RDUs proposed from the Maximum RDUs in any Development Application shall be the same percentage or no more than 15% less than the percentage of Open Space acreage from the overall proposed Open Space acreage, and the percentage of linear feet of trail from the overall proposed linear feet of trail, as provided in the PTOS Plan. For the Open Space acreage, the nearest Open Space acreage reasonably available shall be provided. For the trails, linear feet shall be added to the 10-foot wide paved trail when a proposed RDU or lot is located within 660 feet of the planned location of the 10-foot wide paved trail; otherwise linear feet shall be added to any trail as determined by Developer.

9.2. **On-Site Processing.** Subject to the objective standards in the Design Guidelines, Master Developer shall have the right as a permitted use to use the natural materials located on the Property such as sand, gravel, and rock, and may process such natural materials into construction materials such as aggregate, topsoil or concrete for use in the construction of infrastructure, homes or other buildings or improvements located in the Project and for use on other locations outside the Project owned or controlled by parties related to Master Developer within a three (3) mile radius of the Project. Master Developer shall obtain a land disturbance permit from the County prior to extracting or processing the natural materials on the Property. If the proposed excavation for the use of the natural materials as contemplated in this section is consistent with standards specified in the Design Guidelines, then it shall be approved by the Administrator irrespective of whether the proposed grading is in conjunction with a Subdivision or just the grading by itself. The County shall issue a land disturbance permit if the standards of this section are

satisfied. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

9.3. **Mass Grading.** Subject to the objective standards in the Design Guidelines, Master Developer shall also have the right as a permitted use to mass grade the site of the Project and grade the roads within the Project without obtaining any permits from the County. The mass grading and road grading shall be in the approximate locations of the development and road areas of the Project as generally illustrated on the Master Plan, Exhibit "B".

10. **Default.**

10.1. **Notice.** If Master Developer or a Subdeveloper or the County fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the County believes that the Default has been committed by a Subdeveloper then the County shall also provide a courtesy copy of the Notice to Master Developer.

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

- 10.2.1. **Specific Claim.** Specify the claimed event of Default;
- 10.2.2. **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this ARMDA that is claimed to be in Default;
- 10.2.3. **Materiality.** Identify why the Default is claimed to be material; and
- 10.2.4. **Optional Cure.** If the County chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.
- 10.2.5. **Dispute Resolution.** Upon the issuance of a Notice of Default or, if the optional curing period is provided, upon failure to timely cure a claimed Default, the Parties shall engage in the Dispute Resolution Processes.

10.3. **Remedies.** If the Parties are not able to resolve the Default by the Dispute Resolution Processes, then the Parties may have the following remedies:

- 10.3.1. **Law and Equity.** All rights and remedies available in law and equity including, but not limited to, injunctive relief and/or specific performance.
- 10.3.2. **Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.
- 10.3.3. **Future Approvals.** The right to withhold all further applications, reviews, approvals, licenses, building permits and/or other permits for development of the Project. in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured. No approvals, licenses, building permits, or other permits may be withheld from any Subdeveloper for a Default of Master Developer.

10.4. **Public Meeting.** Before any remedy in Section 13.3 may be imposed by the County, the party allegedly in Default shall be afforded the right to attend a public meeting before the County Commission and address the claimed Default.

10.5. **Emergency Defaults.** Anything in this ARMDA notwithstanding, if the County Commission finds on the record that a default materially impairs a compelling, countervailing interest of the County and that any delays in imposing such a default would also impair a compelling, countervailing interest of the County, then the County may impose the remedies of Section 13.3 without the requirements of Sections 13.4. The County shall give Notice to the Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be allowed to address the County Commission at that meeting regarding the claimed emergency Default.

10.6. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days, then such cure period shall be extended so long as the defaulting Party is pursuing a cure with reasonable diligence. The burden of proof of reasonable diligence shall be on the defaulting Party.

10.7. **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

11. **Dispute Resolution.** Unless otherwise provided in the ARMDA, any Dispute shall be resolved as follows.

11.1. **Meet and Confer regarding Development Application Denials.** The County and Applicant shall meet within fifteen (15) business days of any Dispute to resolve the issues specified in the Dispute.

11.2. **Mediation of Disputes.**

11.2.1. **Issues Subject to Mediation.** Disputes that are not subject to arbitration provided in Section 14.3 shall be mediated.

11.2.2. **Mediation Process.** If the County and Applicant are unable to resolve a Dispute that is subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal or factual issue of the Dispute. If the Parties are unable to agree on a single acceptable mediator, they shall each within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the Dispute and promptly attempt to mediate the Dispute between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

11.3. **Arbitration of Disputes.**

11.3.1. **Issues Subject to Arbitration.** Issues regarding a Dispute that are subject

to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.

11.3.2. **Mediation Required Before Arbitration.** Prior to any arbitration the parties shall first attempt mediation as specified in Section 14.2.

11.3.3. **Arbitration Process.** If the County and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the Dispute. If the parties are unable to agree on a single acceptable arbitrator, they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the County's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the County to pay the arbitrator's fees.

11.4. **District Court.** If the Dispute is not subject to arbitration then, after exhausting the Meet and Confer and Mediation processes above the Parties may seek relief in the Second District Court.

12. **Notices.** All notices required or permitted under this Amended Development Agreement shall, in addition to other means of transmission, be given in writing by certified mail and regular mail to the following address:

To Master Developer: EAGLE CREST, LLC
Attn: Mr. John Lewis
3718 North Wolf Creek Drive
Eden, Utah 84310
jlewis@evoutah.com

With a Copy to: Bruce R. Baird, Esq.
Bruce R. Baird PLLC
2150 South 1300 East, Fifth Floor
Salt Lake County, UT 84106
bbaird@difficultdirt.com

To County: Weber County
Attn: Commission Chair
2380 Washington Blvd
Ogden, UT 84401

With a Copy to: Weber County

Attn: Deputy County Attorney
2380 Washington Blvd
Ogden, UT 84401
Chris Crockett

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

- 12.1.1. **Hand Delivery.** The day it is delivered personally or by courier service.
- 12.1.2. **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. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.
- 12.1.3. **Mailing.** 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 ARMDA by giving written Notice to the other party in accordance with the provisions of this Section.

13. **Administrative Modifications.**

13.1. **Allowable Administrative Applications:** The following modifications to the applicability of this ARMDA may be considered and approved by the Administrator.

- 13.1.1. **Infrastructure.** Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.
- 13.1.2. **Minor Amendment.** Any other modification deemed to be a minor routine and uncontested modification by the Administrator. An allowable minor modification shall NOT include changes in uses, minimum size of lots, or Maximum RDUs.

13.2. **Application to Administrator.** Applications for Administrative Modifications shall be filed with the Administrator.

13.3. **Administrator's Review of Administrative Modification.** The Administrator shall consider and decide upon the Administrative Modification within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Modification. If the Administrator approves the Administrative Modification, the Administrator shall record notice of such approval against the applicable portion of the Property in the official County records.

- 13.3.1. **Referral as Amendment.** The Administrator may determine that any proposed Administrative Modification should be processed as an Amendment pursuant to Section 17.

13.4. **Appeal of Administrator's Denial of Administrative Modification.** If the

Administrator denies any proposed Administrative Modification, the Applicant may process the proposed Administrative Modification as a Modification Application.

14. **Amendment.** Except for Administrative Modifications, any future amendments to this ARMDA shall be considered as Modification Applications subject to the following processes.

14.1. **Who May Submit Modification Applications.** Only the County and Master Developer with the consent of the Master Developer or an assignee that succeeds to all of the rights and obligations of the Master Developer under this ARMDA (and not including a Subdeveloper) may submit a Modification Application.

14.2. **Modification Application Contents.** Modification Applications shall:

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

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

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

14.2.4. **Map.** Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Uses of all such properties.

14.3. **Fee.** Modification Applications shall be accompanied by a fee as adopted by the County and as amended from time to time.

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

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

14.5.1. **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 accordance with the County's Vested Laws in light of the nature and/or complexity of the Modification Application and based on the ongoing workload of the applicable reviewers.

14.5.2. **Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by the Commission.

14.6. **Commission Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation for the Modification Application, the Commission shall consider the Modification Application.

14.7. **Commission's Objections to Modification Applications.** If the Commission objects to the Modification Application, the Commission shall provide a written determination advising the Applicant of the reasons for denial, including specifying the reasons the County believes that the Modification Application is not consistent with the intent of this ARMDA and/or the County's Vested Laws (or, only to the extent permissible under this ARMDA, the County's Future Laws).

14.8. **Disputes.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

15. **Estoppel Certificate.** Upon twenty (20) days prior written request by Master Developer or a Subdeveloper, the County will execute an estoppel certificate to any third party certifying that Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.

16. **Attorney's Fees.** In addition to any other relief, the prevailing Party in any action, whether at law, in equity or by arbitration, to enforce any provision of this ARMDA shall be entitled to its costs of action including a reasonable attorneys' fee. This shall not apply to mediation in accordance with Section 14.2.

17. **Headings.** The captions used in this ARMDA are for convenience only and are not intended to be substantive provisions or evidence of intent.

18. **No Third-Party Rights/No Joint Venture.** This ARMDA does not create a joint venture relationship, partnership or agency relationship between the County, and Master Developer. Further, the Parties do not intend this ARMDA to create any third-party beneficiary rights. The Parties acknowledge that this ARMDA 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, except for warranty bond requirements under County's Vested Laws and as allowed by State law, for the dedicated public improvement shall be the County's.

19. **Assignability.** The rights and responsibilities of Master Developer under this ARMDA may be assigned in whole or in part by Master Developer with the consent of the County as provided herein.

19.1. **Sale of Lots.** Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by Master Developer.

19.2. **Related Entity.** Master Developer's transfer of all or any part of the Property to any entity "related" to any 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 Master Developer. Master Developer shall give the County Notice of any event specified in this sub-section 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.

19.3. **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 providing the County with

all necessary contact information for the proposed assignee.

19.4. **Time for Objection.** Unless the County objects in writing within ten (10) business days of notice, the County shall be deemed to have approved of and consented to the assignment.

19.5. **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 ARMDA 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.

19.6. **County Objection.** The County may only withhold its consent if the County is not reasonably satisfied of the assignee's financial ability to perform the obligations of Master Developer proposed to be assigned or there is an existing breach of a development obligation owed to the County by the proposed assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the County. The County may also deny any proposed assignment if the proposed assignee has a documented record of failing to perform on any other development projects in the County or elsewhere.

19.7. **Dispute Resolution.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

19.8. **Assignees Bound by ARMDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this ARMDA as a condition precedent to the effectiveness of the assignment.

20. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, Intended Uses, configurations as are applicable to such Parcel and be subject to the same limitations and rights of the County as when owned by Master Developer and as set forth in this ARMDA without any required approval, review, or consent by the County except as otherwise provided herein. Except as otherwise stated in this ARMDA, such Subdevelopers and related parties shall be subject to the same obligations as Master Developer would be if the sale or conveyance had not occurred.

21. **No Waiver.** No waiver of any of the terms of this Agreement shall be valid unless in writing and expressly designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights as set forth in this Agreement shall not be construed as a waiver of such right for such occurrence or any other occurrence. Any waiver by either party of any breach of any kind or character whatsoever by the other shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.

22. **Further Documentation.** This ARMDA is entered into by the Parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this ARMDA may be necessary. The Parties shall negotiate in good faith with respect to all such future agreements.

23. **Severability.** If any provision of this ARMDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this ARMDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this ARMDA shall remain in full force and affect.

24. **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.

25. **Time is of the Essence.** Time is of the essence to this ARMDA, and every right or responsibility shall be performed within the times specified.

26. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this ARMDA, 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 Master Developer. The initial representative for the County shall be the Planning Division Director. The initial representative for Master Developer shall be Lewis Homes, Inc. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this ARMDA and the development of the Project.

27. **Rights of Access.** The County Engineer and other representatives of the County shall have a reasonable right of access to the Property, and all areas of development or construction done pursuant to this ARMDA during development and construction, to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the County regulations.

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

29. **Applicable Law.** This ARMDA is entered into in Weber County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

30. **Venue.** Any action to enforce this ARMDA shall be brought only in the Second District Court for the State of Utah, Utah County.

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

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

33. **Recordation and Running with the Land.** This ARMDA shall be recorded in the chain of title for the Property. This ARMDA shall be deemed to run with the land.

34. **Enforcement.** The Parties agree that a violation of this agreement constitutes a violation of the County's Vested Laws and the County shall have all enforcement remedies therein at its disposal; and that a violation of the County's Vested Laws constitutes a violation of this agreement and the County shall have all enforcement remedies herein at its disposal.

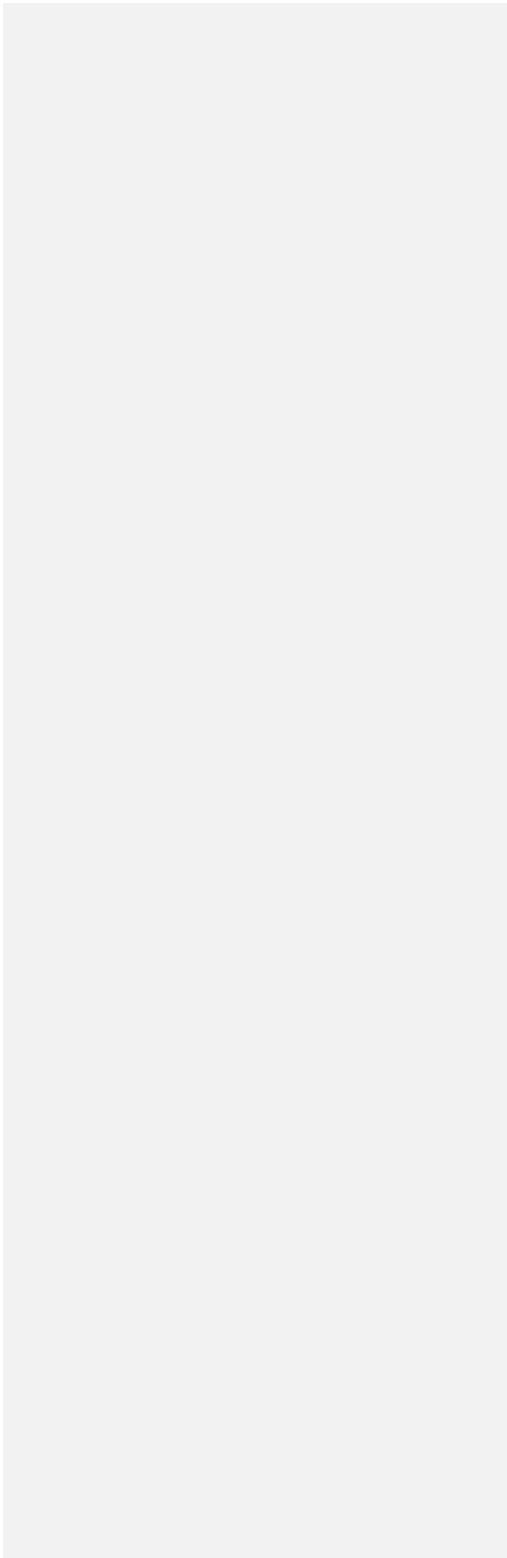
35. **Authority.** The Parties to this ARMDA each warrant that they have all of the necessary authority to execute this ARMDA. Specifically, on behalf of the County, the signature of the Commission Chair of the County is affixed to this ARMDA lawfully binding the County pursuant to Ordinance No. _____ adopted by the County Commission on March __, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of the Property
Exhibit "B"	Master Plan
Exhibit "C"	PTOS Plan
Exhibit "D"	Technical Guidelines
Exhibit "E"	Design Guidelines
Exhibit "F"	County Vested Laws

[signatures on following pages]



COUNTY

Weber COUNTY

_____, Commission Chair

ATTEST

_____, County Clerk/Auditor

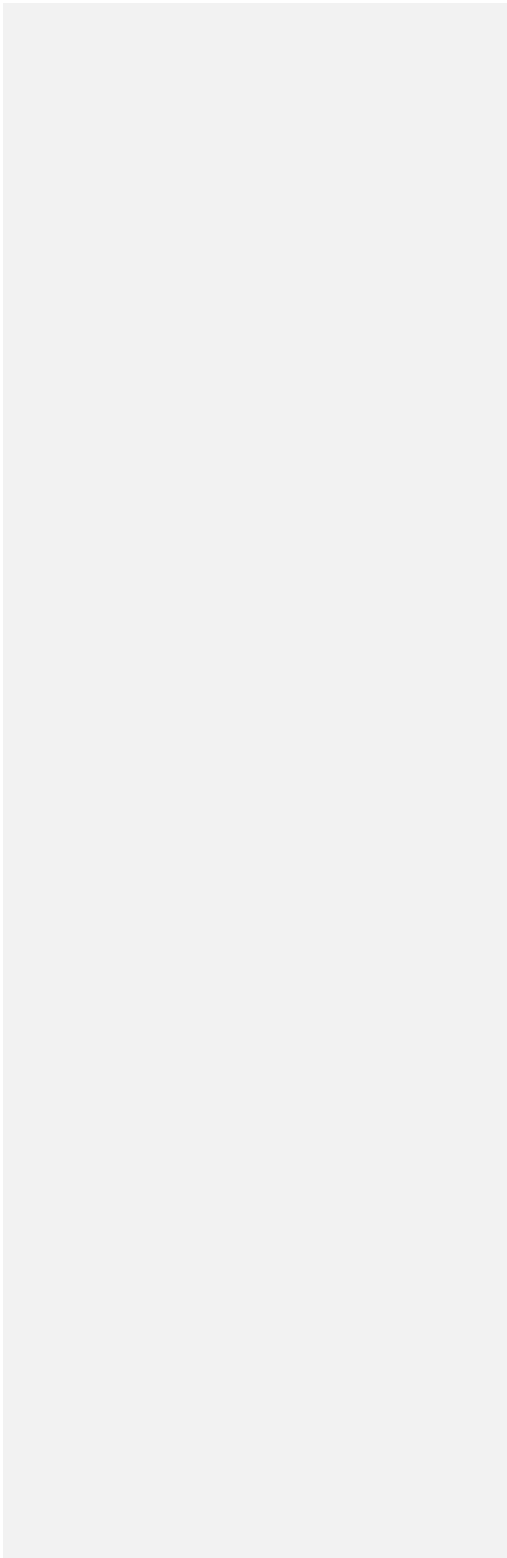
Office of the County Attorney
Approved as to form and legality

COUNTY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss
COUNTY OF WEBER)

On the ____ day of May, 2025, personally appeared before me Sharon Bolos duly sworn, did say that he is the Chairman of the County Commission of Weber County, a political subdivision of the State of Utah and that the foregoing instrument was duly authorized by the County pursuant to an Ordinance adopted at a lawful meeting of the County Commission.

NOTARY PUBLIC



MASTER DEVELOPER

EAGLE CREST, LLC
A Utah limited liability company

_____, Manager

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On the ____ day of May, 2025, personally appeared before me _____ duly sworn, did say that he is the Manager of **Eagle Crest, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

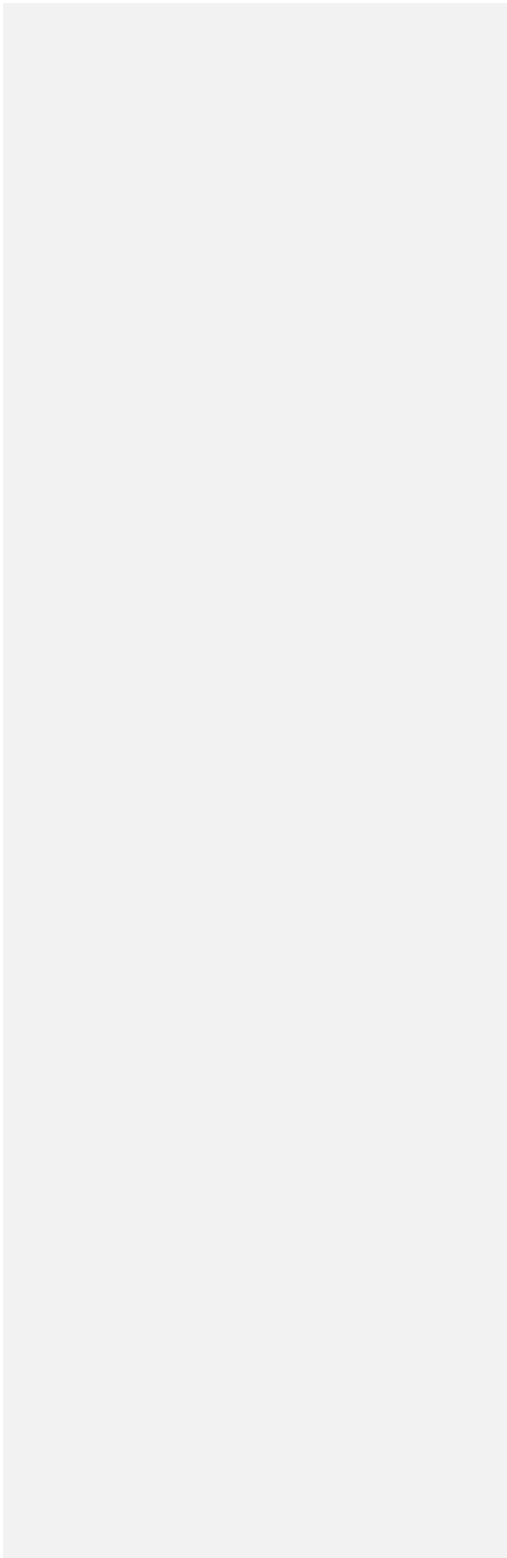


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Boundary Description (220150090)

A PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT NORTHEAST CORNER OF SAID QUARTER SECTION; RUNNING THENCE ALONG THE EAST LINE OF SAID QUARTER SECTION SOUTH 0°20'34" WEST 2117.87 FEET TO THE NORTHERN BOUNDARY LINE OF PATIO SPRINGS UNIT 1; THENCE ALONG SAID NORTHERN BOUNDARY LINE NORTH 89°38'30" WEST 739.99 FEET TO THE NORTHERLY BOUNDARY OF EAGLE RIDGE CLUSTER SUBDIVISION PHASE 4; THENCE ALONG SAID NORTHERLY BOUNDARY OF EAGLE RIDGE CLUSTER SUBDIVISION PHASE 4 FOLLOWING TWO (2) COURSES; (1) NORTH 32°26'24" WEST 185.79 FEET; (2) SOUTH 57°35'00" WEST 157.71 FEET TO THE NORTHERLY BOUNDARY OF EAGLE RIDGE CLUSTER SUBDIVISION PHASE 5; THENCE ALONG SAID NORTHERLY BOUNDARY OF EAGLE RIDGE CLUSTER SUBDIVISION PHASE 5 FOLLOWING FOUR (4) COURSES; (1) ALONG THE ARC OF A 329.99 FOOT RADIUS CURVE TO THE LEFT 184.03 FEET, HAVING A CENTRAL ANGLE OF 31°57'06" WITH CHORD BEARING NORTH 50°46'25" WEST 181.65 FEET; (2) NORTH 66°44'58" WEST 112.60 FEET; (3) ALONG THE ARC OF A 329.99 FOOT RADIUS CURVE TO THE LEFT 59.57 FEET, HAVING A CENTRAL ANGLE OF 10°20'36" WITH A CHORD BEARING NORTH 71°55'16" WEST 59.49 FEET; (4) NORTH 15°23'05" EAST 203.17 FEET; THENCE NORTH 15°21'56" WEST 220.64 FEET; THENCE ALONG THE ARC OF A 590.00 FOOT RADIUS CURVE TO THE RIGHT 279.01 FEET, HAVING A CENTRAL ANGLE OF 27°05'42" WITH A CHORD BEARING SOUTH 88°10'56" WEST 276.42 FEET; THENCE NORTH 78°16'13" WEST 366.24 FEET; THENCE ALONG THE ARC OF A 2500.00 FOOT RADIUS CURVE TO THE LEFT 488.75 FEET, HAVING A CENTRAL ANGLE OF 11°12'05" WITH A CHORD BEARING NORTH 83°52'16" WEST 487.97 FEET; THENCE NORTH 89°28'18" WEST 231.24 FEET; THENCE NORTH 0°23'31" EAST 23.88 FEET; THENCE SOUTH 89°22'31" EAST 1317.16 FEET; THENCE NORTH 0°22'10" EAST 1337.50 FEET TO THE NORTH LINE OF SAID QUARTER SECTION; THENCE ALONG SAID NORTH LINE SOUTH 89°27'39" EAST 1316.19 FEET TO THE POINT OF BEGINNING. CONTAINING 63.69 ACRES MORE OR LESS. LESS AND EXCEPTING THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, LOCATED IN THE COUNTY OF WEBER, STATE OF UTAH, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 21, THENCE SOUTH 00°20'47" WEST 2067.06 FEET ALONG THE EASTERLY LINE OF SAID SECTION 21, THENCE SOUTH 90°00'00" WEST 640.98 FEET TO THE TRUE POINT OF BEGINNING, THENCE SOUTH 54°32'05" WEST 44.00 FEET, THENCE NORTH 35°27'55" WEST 64.00 FEET, THENCE NORTH 54°32'05" EAST 44.00 FEET, THENCE SOUTH 35°27'55" EAST 64.00 FEET TO THE POINT OF BEGINNING. CONTAINING 66.63 ACRES MORE OR LESS.

EXHIBIT B

MASTER PLAN

Will be attached electronically.

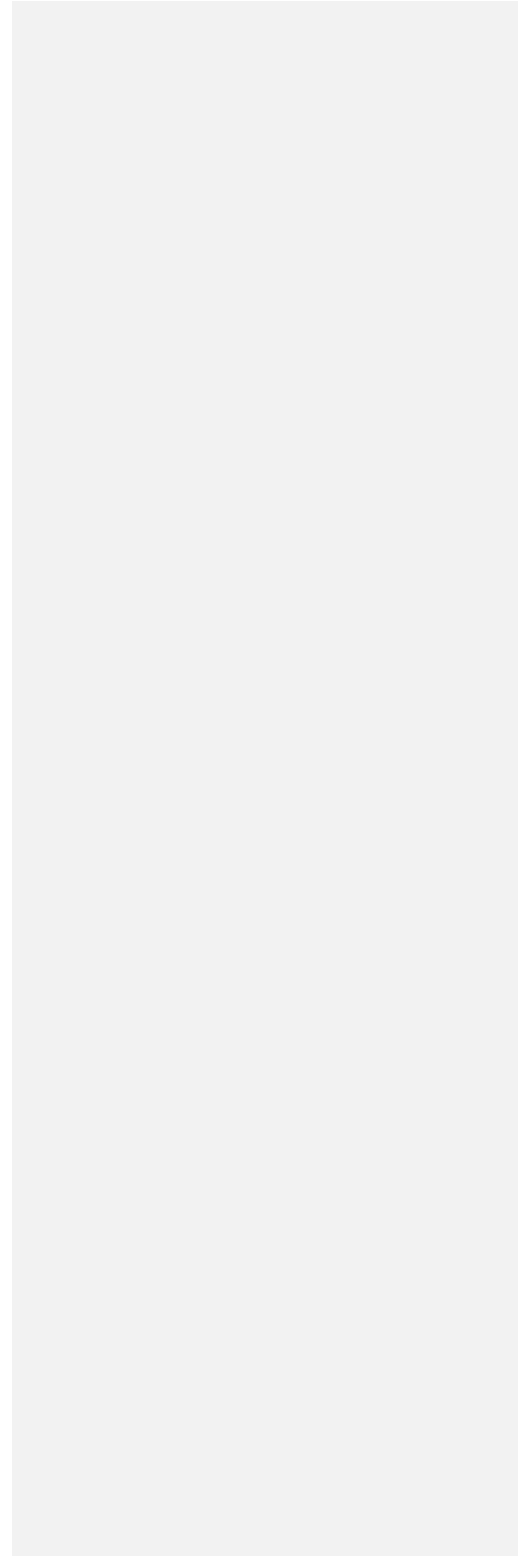


EXHIBIT C

PTOS PLAN

Will be attached electronically.

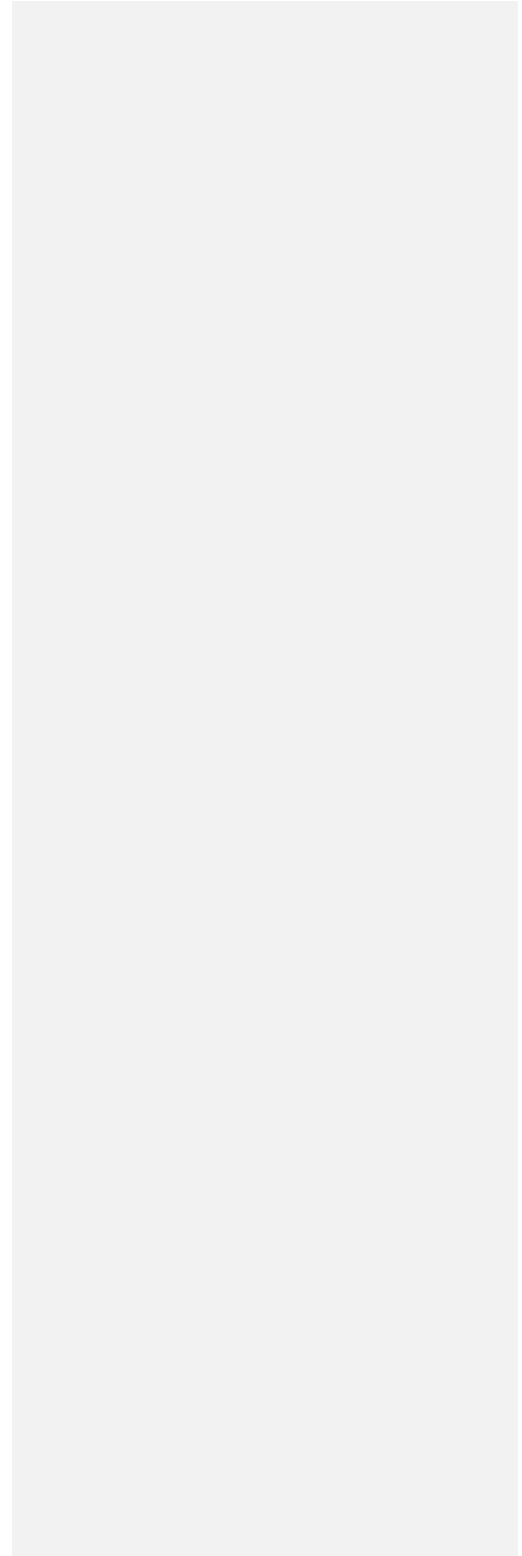


EXHIBIT E

DESIGN GUIDELINES

Short Term Rentals (STRs)

All STRs shall have two parking stalls as illustrated on Exhibit "B".

On-site processing

Hours of operation shall be limited to 8AM to 6PM, Monday through Saturday.

A 6-foot berm shall be placed around the perimeter of the processing site.

Haul trucks leaving shall be limited to seven per hour

The operation shall comply with all otherwise applicable Federal, State and County regulations regarding noise, dust and storm water.

Before any on-site processing begins any public roads to be used for transportation of the processed material will be videoed. Any material, non-normal, wear and tear on those public roads will be promptly repaired by Master Developer at the conclusion of the operations.

No landscaping plan will be required.

The on-site processing shall be allowed for a period of up to ninety (90) days which shall be automatically extended if Master Developer is not in default of the ARMDA including these specific requirements.

Temporary Construction Building

Permitted Use for up to 24 months. No landscaping plan is required.

Parking in the Project. For purposes of parking counts, a garage shall count as either one or two stalls depending on its width and a driveway shall also count as one or two stalls depending on its width.

Site Development Standards

[Let's talk about this. I don't see any real "setbacks" in the front of these and since they are not lotted out there wouldn't be any side yard setbacks. There would be distances between buildings and setbacks for side -adjacent streets.]

Sidewalks will be installed as shown on the Exhibit B site plan.

Non Residential Structures

The minimum lot area shall be 4,000 SF with a front setback of 15 feet, side setback of 7.5 feet, side facing a street setback of 7.5 feet, and, a rear setback of 20 feet.

Entry Monuments. Entry monuments shall be allowed in the approximate locations shown on the Master Plan, Exhibit "B" and shall conform to the look and dimensions show in the following illustration.

EXHIBIT E

TECHNICAL GUIDELINES

