**ZONING DEVELOPMENT AGREEMENT (ZDA)**

**FOR THE**

**SMART ACRES DEVELOPMENT**

**Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021**

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**WHEN RECORDED, RETURN TO**

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**ZONING DEVELOPMENT AGREEMENT (ZDA)**

**FOR THE**

**SMART ACRES DEVELOPMENT**

**WEBER COUNTY, UTAH**

**DATED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021**

THIS ZONING DEVELOPMENT AGREEMENT (“ZDA”) is made and entered as of the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021, by and between Weber County, a political subdivision of the State of Utah (“County”), and Lync Construction LLC, a Utah limited liability company (“Master Developer”), as the owner and developer of a long term, mixed use, master planned development project known as Promontory Studio Ranch (the “Project”). The County and Master Developer are sometimes collectively referred to in this ZDA as the “Parties.”

**RECITALS**

A. The capitalized terms used in these Recitals are defined in Section 1.2, below.

B. Master Developer is the owner of approximately 82.91 acres of real property located within the unincorporated boundaries of the County as more fully described in Exhibit A (the “Property”) and mapped in Exhibit B on which it proposes to develop the Project.

C. Simultaneous to and dependent on the execution of the ZDA the County has rezoned the Property from the A-2 zone to the C-2 Zone, which requires a mixed-use development to be implemented through a development agreement.

D. Master Developer, or the successors or heirs of the Property, is willing to design and construct the Project in a manner that is in harmony with, and is intended to promote, the long range policies, goals, and objectives of the Western Weber Planning Area’s general plan, zoning, and development regulations in order to receive the benefits of vesting for certain uses and zoning designations under the terms of this ZDA, as more fully set forth below.

E. Master Developer and the County desire that the Property is developed in a unified and consistent fashion pursuant to memorializing a relationship between them viz. a viz. certain transactions, entitlements, dedications, and other requirements that are necessary for the Project.

F. Development of the Property will include all or part of the Intended Uses, as specified in this ZDA.

G. Development of the Project as a master planned development pursuant to this ZDA is acknowledged by the parties to be consistent with the Act, and the Code, and operate to the benefit of the County, Master Developer, and the general public.

H. The Board of County Commissioners has reviewed this ZDA and determined that it is consistent with the Act, the Code as applied to the Property.

I. Development of the Property pursuant to this ZDA will result in significant benefits to the County by providing economic growth, a diversity of uses and service, socially sustainable development practices, and assurances to the County that the Property will be developed in accordance with this ZDA.

I. Development of the Property pursuant to this ZDA 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 ZDA.

J. Master Developer and the County have cooperated in the preparation of this ZDA.

K. The parties desire to enter into this ZDA to specify the rights and responsibilities of the Master Developer to develop the Property as part of the Project as expressed in this ZDA and the rights and responsibilities of the County to allow and regulate such development pursuant to the requirements of the ZDA.

L. The parties understand and intend that this ZDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann., §17-27a-102.

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

**TERMS**

# 1. Incorporation of Recitals and Exhibits/Definitions.

* 1. **Incorporation.** The foregoing Recitals and Exhibits A-E are hereby incorporated into this ZDA.
  2. **Definitions.** As used in this ZDA, the words and phrases specified below shall have the following meanings:
     1. **Act** means the County Land Use, Development, and Management Act, Utah Code Ann. §§17-27a-101, *et seq.*
     2. **Applicant** means a person or entity submitting a Development Application, a Modification Application or a request for an Administrative Decision.
     3. **Basic Improvements** means those improvements that are necessary for the overall development of the Project but for which may not be provided as Project Infrastructure subject to an individual parcel’s Development Application. These improvements are generally necessary for the logical and efficient development of the Property over time. Depending on the specific and final configuration of an approved site plan, this may include internal vehicle and pedestrian circulation routes in the event lack of circulation routes yields less than two points of egress or cross-accessibility from lot-to-lot or parcel-to-parcel within the site. This shall include all items specified herein as Basic Improvements.
     4. **Building Permit** means the County’s building permit or building permit review process, as specified in County Laws.
     5. **Buildout** means the completion of all of the development on all of the Property for all of the Project.
     6. **C-2 Zone** means the C-2 zone for the Property.
     7. **Code** means the County’s Code containing its land use regulations adopted pursuant to the Act.
     8. **County** means Weber County, a political subdivision of the State of Utah.
     9. **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.
     10. **County Laws** means the ordinances, policies, standards, and procedures of the County related to zoning, subdivisions, development, public improvements, and other similar or related matters that have been and may be adopted in the future.
     11. **Design Review** means the County’s design review process, as specified in County Laws.
     12. **Board of County Commissioners** means the elected County Commission of Weber County.
     13. **Default** means a material breach of this ZDA.
     14. **Denial** 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.
     15. **Development Standards** means a set of standards approved by the County as a part of the approval of the Master Plan and this ZDA controlling certain aspects of the deigns and construction of the development of Property including setbacks, building sizes, height limitations, parking and signage; and, the design and construction standards for buildings, roadways, and infrastructure.
     16. **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.
     17. **Hotel** means a building designed with more than five rooms each of which is intended to be occupied by guests who are lodging for compensation generally for a period of less than thirty (30) consecutive days. A hotel may include other facilities that are ancillary to the hotel use such as a dining room/restaurant/club for guests or members of the public, convention facilities/meeting rooms, a facility for exercise or spa treatments, a pool and other similar facilities traditionally associated with hotels.
     18. **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., §§ 11-36-101, *et seq.*
     19. **Intended Uses** means those permitted and conditional uses identified in the Master Plan, all of which are allowed under the C-2 Zone.
     20. **Master Developer** means Lync Construction LLC, a Utah limited liability company and its assignees or transferees as permitted by this ZDA.
     21. **Master Plan** means Exhibit “C,” a conceptual master plan for the Project which is hereby approved by the County as part of this ZDA that sets forth general guidelines for the proposed future development of the Property.
     22. **Modification Application** means an application to amend this ZDA.
     23. **Non-County Agency** means a governmental, 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.
     24. **Notice** means any notice to or from any party to this ZDA that is either required or permitted to be given to another party.
     25. **Outsourcing** 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 ZDA.
     26. **Parcel** means any parcel of land within the Property created by any means other than a Subdivision plat, upon which development is not approved.
     27. **Pathway** means a 10-foot wide multi-use paved pathway designed to county engineer’s specifications.
     28. **Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.
     29. **Planning Commission** means the Planning Commission for the area in which the Property is located.
     30. **Project** means the development to be constructed on the Property pursuant to this ZDA with the associated public and private facilities, Intended Uses, and all of the other aspects approved as part of this ZDA including its exhibits.
     31. **Project Infrastructure** means those items of public or private infrastructure which are specified in this ZDA, by the Code, or as a condition of the approval of a Development Application because that are necessary for development of the Property such as local roads or utilities and that are located on the portion of the Property which is subject to a Development Application.
     32. **Property** means the real property subject to this ZDA as more fully described in Exhibit “A” and mapped in Exhibit “B.”
     33. **Subdeveloper** means an entity not “related” (as determined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for Subdivision platting pursuant to future development.
     34. **Subdivision** means the division of any portion of the Project into a subdivision pursuant to State Law and/or the Code.
     35. **Subdivision Application** means the application to create a Subdivision.
     36. **ZDA** means this Zoning Development Agreement including all of its Exhibits.

1. **Effect of this ZDA.** This ZDA shall be in full force and effect when all of the following has occurred: (1) The Parties have signed this ZDA, (2) The County has adopted an ordinance approving the rezone to which this ZDA is dependent, (3) This ZDA has been recorded to the subject Property, and (4) the Property has been transferred into the ownership of Master Developer. In the event all of the forgoing are not executed within one year of the County’s approval of this ZDA, this ZDA shall be null and void, the rezone on which this ZDA is dependent shall be null and void, and the zone shall automatically revert to the original zone without Notice.
2. **Development of the Project and Application of Development Requirements.** Development of the Project shall be in accordance with the County Laws, and this ZDA and its Exhibits. In the event of a conflict between the County’s Laws and this ZDA, the more specific provisions of the ZDA and its Exhibits shall control. In the event of a conflict between the Exhibits of this ZDA and the main body of this ZDA, the main body shall control. The County acknowledges that the Master Plan satisfies the requirement under the Code for submission of a concept plan for the development of the Property as referenced in Title 102, Chapter 5, Rezone Procedures of the Code.
3. **Intended Uses.** The Intended Uses permitted in the Project include all uses allowed in the C-2 Zone, and up to 150 multi family townhome style units and up to 100 Single Family Residential Homes.
4. **Zoning and Vested Rights.**
   1. **Vested Rights Granted by Approval of this ZDA.** Master Developer shall have the vested right to develop and construct the Project on the Property in accordance with the C-2 Zone and the Intended Uses, Development Standards and other matters specifically addressed in the Master Plan subject to compliance with the terms and conditions of this ZDA and other applicable County Laws as more fully set forth in this ZDA. The Parties intend that the rights granted to Master Developer under this ZDA are contractual and also those rights that exist under statute, common law and at equity. The parties specifically intend that this ZDA 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.
      1. **Examples of Exceptions to Vested Rights.** The Parties understand and agree that the Project will be required to comply with future changes to County Laws that do not limit or interfere with the vested rights granted pursuant to the terms of this ZDA. 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:
         1. **Master Developer Agreement.** Future laws that Master Developer agrees in writing to the application thereof to the Project;
         2. **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;
         3. **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, the APWA Specifications, AAHSTO Standards, the Manual of 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; or
         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.
         5. **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.
         6. **Impact Fees.** Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.
   2. **Reserved Legislative Powers.** Master Developer acknowledges that the County is restricted in its authority to limit its police powers by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the County all of its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation under its police powers, any such legislation shall only be applied to modify the vested rights of Master Developer as referenced in section 5.1 above under the terms of this ZDA based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as codified in Utah Code Ann.§ 17-27a-508. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the County; and unless in good faith the County declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.
   3. **Term of Agreement.** 
      1. **Term of Agreement Related to Development Responsibilities.** The term of this ZDA as it relates to the development of the Property or the establishment of new uses on the Property shall be until December 31, 2031, unless earlier terminated or modified by written amendment as set forth below, or unless the use is abandoned as governed by County Laws. In the case of abandonment, this ZDA shall terminate on the date abandonment has been determined. If, on December 31, 2031, the Master Developer has not been notified of any Default, or if any Default is in the process of being cured as provided herein, then this term shall be automatically extended until December 31, 2035. Upon termination, the rights and responsibilities herein related to establishing new development on the Property or establishing new uses on the Property shall terminate and the zone shall automatically revert to the original zone without Notice. Existing development and uses lawfully established under this ZDA prior to termination shall be deemed nonconforming rights, as governed by County Laws and the Act.
      2. **Term of Agreement Related to Ongoing Performance Responsibilities.** The term of this ZDA as it relates to ongoing operations, performance, or maintenance responsibilities, including but not limited to compliance with lighting requirements, landscaping requirements, noise requirements, provision of a public park or Pathway requirements, shall not terminate or expire unless authorized in writing by County.
5. **Approval Processes for Development Applications.**
   1. **Phasing.** The County acknowledges that Master Developer, assignees of Master Developer, and/or Sub developers who have purchased Parcels of the Property may submit multiple applications from time-to-time to develop and/or construct portions of the Master Plan for the Project in Phases. Allowance for phasing is subject to each Phase providing for the logical extension or improvements of the public road system; logical extension of internal circulation, including cross-access easements; logical extension of infrastructure and utilities through the Project as approved by the County in compliance with the terms of this ZDA; and other applicable provisions of the County Laws.
   2. **Processing Under County Laws.** Approval processes for Development Applications shall be as provided in the County Laws except as otherwise provided in this ZDA. Development Applications shall be approved by the County if they comply with the County Laws and conform to this ZDA.
   3. **County's Cooperation in Processing Development Applications.** The County shall cooperate reasonably in promptly and fairly processing Development Applications.
   4. **Non-County Agency Reviews.** If any aspect or a portion of a Development Application is governed exclusively by a Non-County Agency an approval for these aspects shall only be reviewed by the County to confirm compliance with this ZDA and the County Laws. The Applicant shall timely notify the County of any such submittals and promptly provide the County with a copy of the requested submissions. The County may only grant final approval for any Development Application subject to compliance by Applicant with any conditions required for such Non-County Agency's approval.
   5. **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. The Development Application shall thus generally only be reviewed by the County to confirm compliance with this ZDA and the County Laws. It is not the intent of this Section to preclude the normal process of review by the County, such as the Planning Department, County Engineer, County Attorney, County Surveyor, etc, "redlining", commenting on or suggesting alternatives to the proposed designs or specifications in the Development Application. Generally, 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 or new information is becomes known that raise new issues that need to be addressed.
   6. **Expert Review of Certifications Required for Development Applications.** If the County, notwithstanding such a certification by Applicant's experts, 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.
   7. **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, "threatened and endangered species," or any other matters specified by the County in writing as being extraordinary circumstances 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.
   8. **County Denial of a Development Application.** 
      1. **Staff Denial or Recommendation for Denial.** If the County staff intends to deny or recommend Denial of a Development Application, the County staff shall provide a written explanation advising the Applicant of the reasons for recommending Denial including specifying the reasons the County staff believes that the Development Application is not consistent with this ZDA, the Master Plan and/or the County Laws.
      2. **Meet and Confer regarding Development Application Denials.** The County and Applicant shall meet within thirty business days of any recommendation for Denial by the County staff to resolve the issues specified in the recommendation for Denial of a Development Application.
      3. **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, any such Denial may be appealed by Master Developer through the appropriate procedures for such a decision as provided in the Code.
   9. **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 County Laws to complete or provide security for the Project Infrastructure 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 infrastructure 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 Project Infrastructure in the Parcel shall be that of the Developer or a Sub developer upon a further Subdivision of the Parcel that creates individually developable lots.
6. **Public Improvements.**
   1. **Basic Improvements.** The following are Basic Improvements and unless otherwise specified shall be executed or installed prior to the first certificate of occupancy.
      1. **Right-of-Way Dedication and Construction of 1200 South Street and 2800 West Street.** As part of this ZDA, Master Developer agrees to dedicate, at no cost to the County, such additional right of way as may be necessary to preserve a full thirty-three foot (33’) half-width along the entire frontage of the Property adjacent to 2800 West. Master Developer also agrees to dedicate, at no cost to the County, such additional right of way as may be necessary to preserve a full fifty-five foot (55') half width along the entire frontage of the Property adjacent to 12th Street.
         1. **Street Improvement.** The half-width of each street shall be improved to current county standards. If different, the Utah Department of Transportation standards shall apply to 1200 South Street, with all non-conflicting components of the County standards also applying.
         2. **Timing of Improvement Installation.** Prior to the design of the improvements, a traffic impact analysis shall be conducted by a qualified traffic engineer to determine whether current county standard is sufficient to provide necessary safety, adequate levels of service, and appropriate ingress and egress to the site for the use of the building(s) intended to receive certificate of occupancy. If deemed necessary by the County, Master Developer agrees to dedicate and install any recommended additional right-of-way width and additional physical improvements at no cost to the county.
         3. **Deferral Agreement.** At the County’s sole discretion, unless required otherwise by the Utah Department of Transportation, public improvements along these streets not related to street safety, capacity, or traffic flow may be deferred to a later time of the County’s choosing. Installation and associated costs at that time shall be the responsibility of the Master Developer.
      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 sanitary sewer main extension to and across the Property. The main shall be of sufficient size and capacity to adequately serve the Property at full build-out. Master Developer hereby agrees not to protest an annexation into a local sewer district, if deemed required by the County, and to pay all costs associated with the annexation.
      3. **Culinary and Secondary Water.** 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 secondary water infrastructure to and across the Property. Master Developer recognizes that the County does not provide culinary or secondary water to the area. Master Developer agrees to secure both culinary and secondary water from an existing culinary and secondary water provider. Master Developer or Sub developer shall provide the County with a will-serve letter from the culinary water provider with any Development Application. No certificate of occupancy shall be issued unless or until the culinary water and secondary water providers have provided the County with written approval of the physical construction of water infrastructure.
      4. **Storm Water.** Prior to issuance of the first certificate of occupancy, 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 street. The system shall be sized to support the anticipated storm water and drainage detention needs of the Project at full build-out such that multiple new drainage or detention facilities are avoided if possible in the future.
      5. **Pathways.** Master Developer agrees to install an asphalt or concrete Pathway loop around the perimeter of the Project, generally lining and parallel to 1200 South Street on the south, 2800 West Street on the west, the Weber River on the North, and the Project boundary on the East.
         1. **Pathway Along Existing Streets.** Master Developer shall install a 8-foot-wide asphalt or concrete Pathway parallel and abutting both 1200 South Street and 2800 West Street. At Master Developer’s option, the Pathway may be located within the public right-of-way provided consent and permitting from UDOT. Alternatively, the Pathway may be located in a public easement abutting and parallel to the public right-of-way for these streets. In the event the public right-of-way has insufficient width across adjacent private property to support the Pathway and more right-of-way cannot be acquired without county intervention, County agrees that the Pathway may circumnavigate those other adjoining private properties. However, Master Developer shall first give the County 60 days to attempt to acquire sufficient right-of-way.
         2. **Alternative Sidewalk Along Existing Streets.** At Master Developer’s option, in lieu of the Pathway specified in Section 7.1.6.1, Master Developer may install a six-foot wide concrete sidewalk in the public right-of-way, if all other public right-of-way standards can be met. Additionally, if using this option, Master Developer agrees to install a six-foot wide multi-use public trail that runs generally parallel and adjacent to these streets at the perimeter of the Property. Master Developer may choose the trail surface-type, provided it is sufficiently compacted to at least support equestrian uses.
         3. **Pathway Along Weber River.** Master Developer shall install a 8 foot-wide asphalt or concrete pathway parallel and running along the Weber River. This pathway shall stub into 2800 West Street on the Northwest side of the Property. It shall also extend from the Weber River to 1200 South Street on the eastern side of the Property. If Master Developer is able to acquire a public Pathway right-of-way paralleling and adjacent to the Weber River from the eastern edge of the Property to 1200 South across adjoining Property, then the requirement for the Pathway on the eastern side of the Property shall be waived.
         4. **Pathway Easement.** If the pathway or sidewalk is located on the Property, Master Developer shall convey and record an easement on and over the area of the Property housing the Pathway or sidewalk in favor the public for public Pathway purposes. The Pathway easement shall be no less than 12-feet wide at any point, and wider when required by the County for reasonable and necessary operations and maintenance of the Pathway or for necessary public ~~and trail, at the sun’s zenith when the trees are no older than 15 years.~~
   2. **Utilities and Project Infrastructure.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all portions of the Project Infrastructure which are required as a condition of approval of the Development Application. Master Developer has an obligation to gain relevant utility provider approval for the Project. County has no obligation to assist Master Developer in gaining utility provider approval, but shall not unreasonably oppose or prohibit utility line extension to the Project when the utility is reasonably necessary to support the Project.
   3. **Approval of Infrastructure as a Part of a Development Approval.** Any Development Application for a Subdivision or a Design Review shall include a plan for constructing the Project Infrastructure and shall demonstrate that the proposed Project Infrastructure is compatible with the overall development of the Project at Buildout.
      1. **Review by County.** The County shall promptly review the proposed Project Infrastructure to determine its compatibility with the overall development of the Project at Buildout in accordance applicable with County Laws, the Master Plan and this ZDA.
      2. **Resolution of Disputes Regarding Project Infrastructure.** If the County determines that the proposed Project Infrastructure is not compatible with the overall development of the Project at Buildout in accordance with applicable County Laws, the Master Plan and this ZDA, then any such dispute shall be subject to the meet and confer provisions of Section 6.8.
   4. **Site design.** 
      1. **Street-oriented buildings.** 1200 South Street shall be part of a pedestrian-oriented commercial/retail experience. As such, at least 60 percent of contiguous frontage along the street shall be reserved for street-oriented buildings to be built at a time of the Master Developer’s choosing. The following additional standards shall apply:
         1. **Reserved Space for Street-Oriented Buildings.** No major infrastructure or other buildings or non-on-street parking areas may be located within 70 feet of 1200 South Street except buildings that comply with this part or the Pathway and related landscaping as specified in Section 7.1.7.
         2. **Setback and Entrances***.* Street-oriented buildings shall be designed with a primary entrance that opens onto the pathway specified in Section 7.1.7. The entrance shall be open and accessible from the pathway during normal business hours. No part of the building shall be setback from the pathway greater than 20 feet, except parts of the building that are setback more to accommodate a hard-surfaced public plaza or public gathering place that is adjacent to the pathway.
         3. **Other Entrances.** Other primary entrances of street-oriented buildings may be located on other facades of the building.
         4. **Pedestrian Openings Between Street-Oriented Buildings***.* Except for up to two-vehicle access points sixty feet wide or less, the maximum distance between street-oriented buildings shall be 30 feet. At least eighty percent of the entire area between buildings shall be hard-surfaced and reserved primarily for pedestrian access from the pathway to the interior of the development.The space may also be used for outdoor dining, shopping, events, or a public plaza or public gathering place.
      2. **Building Step-Back.** Master Developer agrees to limit the height of all buildings within 100 feet of the 1200 South Street and 2800 West Street rights-of-way to no greater than 45 feet. Master Developer agrees to limit the height of all other buildings to no greater than 65 feet.
      3. **Cross-Access Easement.** Master Developer agrees that each resulting lot or parcel, whereupon the land uses are anticipated to be generally open and accessible to the public, will be provided with cross-access easements that offer logical, convenient, and safe two-way vehicle and pedestrian ingress and egress. At a minimum, each parcel shall have two points of ingress and egress.Master Developer agrees that any Development Application for a Subdivision or a Design Review will provide for these easements. Master Developer agrees to record these easements upon application approval, and prior to Building Permit application for the lot or parcel.
         1. When locating cross-access easements or designing the ingress and egress infrastructure, good faith efforts shall be made to coordinate the location of the cross-access easement with the adjoining lot or parcel owner.
         2. Construction of the access points in each cross-access easement shall be completed prior to certificate of occupancy for any structure on the specific lot or parcel.
         3. Development on a lot or parcel adjoining a lot or parcel with a previously recorded or previously constructed cross-access easement shall provide a cross-access easement on the common lot or parcel line that generally mirrors the adjoining lot or parcel easement.
   5. **Outdoor lighting.** Master Developer agrees to design all permanent lighting fixtures to provide the minimum lighting necessary to ensure adequate vision, comfort, and safety, and to construct downward directed and fully shielded light fixtures in a manner that does not cause glare or direct illumination onto adjacent properties or streets. Additionally, Master Developer agrees that the lighting of surface parking lots will not exceed 0.4- candle-feet and will have a light distribution uniformity ratio of 4:1 or better.
7. **Payment of Fees.**
   1. **General Requirement of Payment of Fees.** Master Developer and/or a Sub-developer shall pay to the County all fees (including, but not limited to, plan review fees, Impact Fees, hookup fees and inspection fees) in amounts specified in the County Laws.
8. **Provision of Services.** The County agrees to provide all County services to the Project that it provides from time-to-time to other residents and properties within the County including, but not limited to, police and other emergency services. Such services shall be provided to the Project at the same levels of services, on the same terms and at the same rates as provided to other residents and properties in the County.
   1. **Special Event Services.** Master Developer agrees to cooperate with the Weber County Sheriff’s Department and other emergency service agencies prior to any event that will attract a crowd bigger than is typical during day-to-day business operations. County agrees to provide police presence and additional crowd control. Master Developer, successors, or assigns, agree to compensate county for any disproportionate demand of providing additional police presence or crowd control.
9. **Default.**
   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.
   2. **Contents of the Notice of Default. The Notice of Default shall:**
      1. **Claim of Default.** Specify the claimed event of Default;
      2. **Identification of Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this ZDA that is claimed to be in Default;
      3. **Specify Materiality.** Identify why the Default is claimed to be material; and
      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.
   3. **Meet and Confer.** Upon the issuance of a Notice of Default the parties shall engage in the "Meet and Confer" process specified in Section 6.8.
   4. **Remedies.** If the parties are not able to resolve the Default by "Meet and Confer" then the parties may have the following remedies:
      1. **Legal Remedies.** The rights and remedies available at law and in equity, including injunctive relief and specific performance, but not damages.
      2. **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.
      3. **Withholding Further Development Approvals.** The right to withhold all further reviews, approvals, licenses, Building Permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.
   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.
   6. **Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.
10. **Notices.** All notices required or permitted under this Amended Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Master Developer:

Lync Construction LLC

To the County:

Weber County

Attn: County Commission Chair

2380 Washington BLVD

Suite 360

Ogden, Utah 84401

With a copy to:

Matt Wilson

Deputy County Attorney

2380 Washington BLVD

Suite 230

Ogden, Utah 84401

AND

Rick Grover

Planning Director

2380 Washington BLVD

Suite 240

Ogden, Utah 84401

* 1. **Effectiveness Of Notice.** Except as otherwise provided in this ZDA, each Notice shall be effective and shall be deemed delivered on the earlier of:
     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).~~
     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
     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 ZDA by giving written Notice to the other party in accordance with the provisions of this Section.

1. **Amendment.** Any future amendments to this ZDA shall be considered as Modification Applications subject to the following processes.
   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 ZDA (and not including a Subdeveloper) may submit a Modification Application.
   2. **Modification Application Contents. Modification Applications shall:**
      1. **Identification of Property.** Identify the property or properties affected by the Modification Application.
      2. **Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.
      3. **Identification of Non-County Agencies.** Identify any Non-County agencies potentially having jurisdiction over the Modification Application.
      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.
      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.
   3. **County Cooperation in Processing Modification Applications.** The County shall cooperate reasonably in promptly and fairly processing Modification Applications.
   4. **Planning Commission Review of Modification Applications.**
      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.
      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.
   5. **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.
   6. **Board of County Commissioners’ Denial of Modification Applications.** If the Board of County Commissioners does not approve the Modification Application, the Board of County Commissioners shall provide a written explanation 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 ZDA, the Master Plan and/or the County Laws.
2. **Miscellaneous Provisions.**
   1. **Entire Agreement.** This ZDA, 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.
   2. **Headings.** The captions used in this ZDA are for convenience only and are not intended to be substantive provisions or evidences of intent.
   3. **No Third Party Rights/No Joint Venture.** This ZDA does not create a joint venture relationship, partnership or agency relationship between the County and Master Developer. Further, the parties do not intend this ZDA to create any third-party beneficiary rights. The parties acknowledge that this ZDA 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.
   4. **Assignability.** The rights and responsibilities of Master Developer under this ZDA may be assigned in whole or in part by Master Developer with the consent of the County as provided herein.
      1. **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 unless specifically designated as such an assignment by the Master Developer.Despite the selling or conveyance, Master Developer still maintains all rights, responsibilities, and obligations of this ZDA relative to development on the sold or conveyed property.
      2. **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 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.
      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.
      4. **Deemed Approved.** Unless the County objects in writing within thirty business days the County shall be deemed to have approved of and consented to the assignment.
      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 ZDA 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.
      6. **Grounds for Denying Assignment.** The County may only withhold its consent for the reasons listed herein.
         1. If the County is not reasonably satisfied of the assignees ability to perform the obligations of Master Developer proposed to be assigned;
         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 ZDA; or
         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 master planned development.
      7. **Assignee Bound by this ZDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this ZDA as a condition precedent to the effectiveness of the assignment.
   5. **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, and Intended Uses as applicable to such Parcel and be subject to the same limitations and rights of the County when owned by Master Developer and as set forth in this ZDA without any required approval, review, or consent by the County except as otherwise provided herein.
   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.
   7. **Severability.** If any provision of this ZDA is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this ZDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this ZDA shall remain in full force and affect.
   8. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this ZDA 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.
   9. **Time is of the Essence.** Time is of the essence to this ZDA and every right or responsibility shall be performed within the times specified.
   10. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this ZDA, the County and Master Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments and the Master Developer. The initial representative for the County shall be the Planning Division Director and the initial representative for Master Developer shall be the presiding member of Bay Entertainment Group, L.L.C. The parties may change their designated representatives by Notice.
   11. **Mutual Drafting.** Each party has participated in negotiating and drafting this ZDA and therefore no provision of this ZDA shall be construed for or against either party based on which party drafted any particular portion of this ZDA.
   12. **Applicable Law.** This ZDA 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.
   13. **Venue.** Any action to enforce this ZDA shall be brought only in the Second Judicial District Court for the State of Utah, Weber County.
   14. **Recordation and Running with the Land.** This ZDA shall be recorded in the chain of title for the Project. This ZDA shall be deemed to run with the land.
   15. **Authority.** The parties to this ZDA each warrant that they have all of the necessary authority to execute this ZDA. Specifically, on behalf of the County, the signature of the Chair of the Board of County Commissioners for the County is affixed to this ZDA lawfully binding the County. This ZDA is approved as to form and is further certified as having been lawfully adopted by the County by the signature of the County Attorney.

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

**MASTER DEVELOPER COUNTY**

**Lync Construction LLC Weber County**

By: By: Scott K. Jenkins, Chair

Its: Board of County Commissioners

**Approved as to form and legality: Attest:**

Matt Wilson, Deputy County Attorney Ricky Hatch, CPA, Clerk/Auditor

DEVELOPER ACKNOWLEDGEMENT

STATE OF UTAH

COUNTY OF WEBER

On the \_\_\_\_\_\_ day of January, 2021, personally appeared before me \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who being duly sworn, did say that he is the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of Lync Construction 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

**TABLE OF EXHIBITS**

**Exhibit "A" Legal Description of Property**

**Exhibit "B" General Map of Legal Description**

**Exhibit “C” Master Plan**

**Exhibit "D" Architectural Design Samples**

**Exhibit “E” List of Intended Uses**

**EXHIBIT “A”**

**LEGAL DESCRIPTION OF THE PROPERTY**

**Parcel 15-060-0124**

PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 NORTH,RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:BEGINNING AT A POINT ON THE NORTH LINE OF THE HAMMER PROPERTYAS IT IS STAKED ON THE GROUND, BEING 723.71 FEET SOUTH ALONGTHE SECTION LINE FROM THE NORTHEAST CORNER OF SAID SECTION 22,AND RUNNING THENCE SOUTH 85D07'44" WEST 435.34 FEET ALONGSAID NORTH LINE TO THE EAST FENCE LINE OF 2700 WEST STREET,THENCE NORTH 4D21'12" EAST 741.69 FEET AND NORTH 7D52'28" EAST33.88 FEET ALONG SAID FENCE LINE OF 2700 WEST STREET TO THENORTH LINE OF SAID QUARTER SECTION, THENCE EAST ALONG SAIDSECTION 370 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OFSAID QUARTER SECTION, THENCE SOUTH 723.71 FEET TO THE POINTOF BEGINNING. CONTAINING 6.64 ACRES, MORE OR LESS.

**Parcel 15-060-0125**

PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 NORTH,RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:BEGINNING AT A POINT 1510.00 FEET SOUTH OF THE NORTHEASTCORNER OF SAID QUARTER SECTION, RUNNING THENCE NORTH 89D38'WEST 574.19 FEET TO THE EAST LINE OF 2700 WEST STREET, THENCENORTH 35D57'37" EAST 167.02 FEET ALONG SAID EAST LINE OFSTREET TO THE SOUTHWEST CORNER OF THE LARSEN PROPERTY, THENCEALONG SAID LARSEN PROPERTY THE FOLLOWING THREE (3) COURSES:NORTH 89D09'43" EAST 143.00 FEET, NORTH 0D15'17" WEST 257.30FEET; AND SOUTH 80D48'09" WEST 134.13 FEET TO THE EAST LINEOF 2700 WEST STREET, THENCE NORTH 7D17'06" EAST 68.66 FEETALONG SAID EAST FENCE LINE OF STREET TO THE PROJECTION OFSOUTH LINE OF PEHRSON PROPERTY, THENCE NORTH 84D47'45" EAST458.31 FEET (NORTH 85D02'30" EAST 459.68 FEET), TO THESECTION LINE, THENCE SOUTH ALONG SECTION LINE 470 FEET, MOREOR LESS, TO POINT OF BEGINNING.

**Parcel 15-061-0046**

PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:BEGINNING AT A POINT 733.26 FEET FROM SOUTH 88D24'49" EASTALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SAIDSECTION 23; AND RUNNING THENCE SOUTH 88D24'49" EAST 680.53FEET ALONG SAID SECTION LINE; THENCE SOUTH 57D47'30" EAST165.66 FEET; THENCE WEST APPROXIMATELY 825 FEET(NORTH 88D24'49" WEST 820.75 FEET) ALONG A PARALLEL TO THESECTION LINE; THENCE NORTH 84.41 FEET TO THE POINT OFBEGINNING. EXCEPTING THAT PART LYING WITHIN THE CORPORATE LIMITS OFMARRIOTT-SLATERVILLE CITY. (E# 1647400 MAP E# 1652953 BK 50 PG 10)

**Parcel 15-061-0049**

PART OF THE SOUTHWEST QUARTER OF SECTION 14, SOUTHEASTQUARTER OF SECTION 15, AND NORTHWEST QUARTER OF SECTION 23,TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN,U.S. SURVEY: BEGINNING AT THE SOUTHEAST CORNER OF THESOUTHEAST QUARTER OF SAID SECTION 15, RUNNING THENCE WESTALONG SECTION LINE 370 FEET, MORE OR LESS, TO THE EAST FENCELINE OF 2700 WEST STREET, THENCE NORTH 7D52'28" EAST 115 FEETALONG SAID FENCE LINE OF 2700 WEST STREET, THENCE NORTH10D11'30" EAST 113.49 FEET TO A POINT ON THE EAST LINE OF2700 WEST STREET, THENCE ALONG SAID EAST LINE OF 2700 WESTSTREET THE FOLLOWING THREE (3) COURSES: NORTHEASTERLY ALONGTHE ARC OF A 2831.90 FOOT RADIUS CURVE TO THE RIGHT AA DISTANCE OF 197.70 FEET (CENTRAL ANGLE EQUALS 4D00'AND LONG CHORD BEARS NORTH 12D11'30" EAST 197.66 FEET),NORTH 20D12' EAST 199.90 FEET; AND NORTH 15D33'30" EAST164.09 FEET TO THE SOUTH BANK OF THE WEBER RIVER, THENCESOUTH 64D05'50" EAST 52.94 FEET AND SOUTH 51D55'06"EAST 170.40 FEET ALONG SAID SOUTH BANK OF RIVER TOTHE SECTION LINE; THENCE SOUTHERLY ALONG SAID RIVER 340FEET, MORE OR LESS, TO THE WEST LINE OF WEBER COUNTYPROPERTY; THENCE ALONG SAID WEBER COUNTY PROPERTY, THEFOLLOWING SIX (6) COURSES: SOUTH (SOUTH 0D02'30" EAST) 530FEET, MORE OR LESS, ALONG A LINE PARALLEL TO THE WEST LINE OFSAID SECTION 14 TO A POINT ON THE SECTION LINE BEING 283.14FEET EAST (SOUTH 88D24'49" EAST) ALONG THE SECTION LINE FROMTHE SOUTHWEST CORNER OF SAID SECTION 14; SOUTH 200.00 FEETALONG A LINE PARALLEL TO THE WEST LINE OF SECTION 23; EAST(SOUTH 88D24'49" EAST) 450.12 FEET ALONG A LINE PARALLEL TOTHE NORTH LINE OF SAID SECTION 23; NORTH 115.58 FEET; EASTAPPROXIMATELY 825 FEET (SOUTH 88D24'49" EAST 820.75 FEET)ALONG A LINE PARALLEL TO SAID NORTH LINE OF SECTION 23; ANDNORTH 57D47'30" WEST 165.66 FEET TO THE SECTION LINE; THENCEEAST (SOUTH 88D24'49" EAST) 495.29 FEET ALONG THE SECTIONLINE TO THE PROJECTION OF AN EXISTING BOUNDARY LINE FENCE;THENCE SOUTH 1320 FEET (SOUTH 0D09'17" EAST 1297.64 FEET)ALONG SAID FENCE LINE TO A POINT ON THE NORTH LINE OF 1200SOUTH STREET; THENCE ALONG SAID NORTH LINE OF STREET THEFOLLOWING THREE (3) COURSES: SOUTH 84D22' WEST (SOUTH 84D09'WEST) 1596.43 FEET; SOUTH 85D18'20" WEST 325 FEET (SOUTH89D40'21" WEST 323.74 FEET) TO THE SECTION LINE; AND NORTH405 FEET ALONG THE SECTION LINE, THENCE NORTH 84D47'45" EAST129.98 FEET (NORTH 85D02'30" EAST 129.98 FEET) TO A POINTBEING 1025.35 FEET SOUTH 0D14'45" EAST (SOUTH) ALONG THESECTION LINE AND 129.98 FEET NORTH 84D47'45" EAST (NORTH85D02'30" EAST) FROM THE NORTHEAST CORNER OF SAID SECTION 22,THENCE NORTH 3D56'45" EAST 300 FEET (NORTH 4D11'30" EAST304.15 FEET) ALONG THE EAST PROPERTY LINE OF THE PEHRSONPROPERTY AND THE HAMMER PROPERTY TO A POINT ON THENORTH LINE OF THE HAMMER PROPERTY AS IT IS STAKED ON THEGROUND; THENCE SOUTH 85D07'44" WEST 152.28 FEET ALONG SAIDNORTH LINE TO THE SECTION LINE, THENCE NORTH 728.05 FEETTO THE POINT OF BEGINNING. EXCEPTING THAT PART LYING WITHIN THE CORPORATE LIMITS OF MARRIOTT-SLATERVILLE CITY. (E# 1647400, MAP E# 1652953 BK 50, PG 10)

**EXHIBIT “B”**

**GENERAL MAP OF LEGAL DESCRIPTION**



**EXHIBIT “C”**

**CONCEPT DEVELOPMENT PLAN**

**EXHIBIT “D”**

**ARCHITECTURAL DESIGN SAMPLES**

**EXHIBIT “E”**

**LIST OF INTENDED USES**

**[INSERT AMENDED C-2 ZONE]**