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E# 3295604 PG 1 OF 38

LEANN H KILTS, WEBER CTY. RECORDER
23-AUG-23 159 PM FEE \$.00 SW
REC FOR: WEBER COUNTY PLANNING

WHEN RECORDED, RETURN TO:

BlackPine, LLC
Attn: Daniel Stephens
1357 N. 2000 W.
Farr West, UT 84404

PARCEL NUMBERS:

100450005	150510023
100450062	150510022
100450065	150510018
100350007	150510019
100350008	150510020
150530020	150510026
	150510045
	150530013
	150530012
	150530011

**DEVELOPMENT AGREEMENT
FOR
PROMONTORY COMMERCE CENTER**

THIS DEVELOPMENT AGREEMENT is made and entered into by and between Weber County, a political subdivision of the State of Utah, and BlackPine, LLC, a Utah limited liability company, and made effective as of the Effective Date.

RECITALS

- A. The capitalized terms used in this DA and in these Recitals are defined in Section 1.2 below.
- B. The Property is owned by Wadeland Land, L.L.C., a Utah limited liability company (“**Wadeland**” or “**Owner**”). By executing the consents and acknowledgments below, Owner agrees that the Property shall receive the entitlements and be subject to the rights, benefits, and obligations set forth in this DA.
- C. The Property is located within the boundaries of unincorporated Weber County, Utah.
- D. The Property is currently subject to an application to rezone the Property to a Manufacturing and Technology (M-T) Zone (the “**Applicable Zoning**”). The Parties desire to enter into this DA in connection and conjunction with, and as a condition of, the rezoning of the Property.
- E. The Parties desire to facilitate the development of the Project through the potential use of special financing vehicles, including but not limited to, those provided for in Titles 17C and 17D of the Utah Code.
- F. The Parties desire that the Property be developed in a unified and consistent fashion pursuant to this DA and the Master Plan.
- G. The Parties acknowledge that development of the Property pursuant to this DA will result in positive economic benefits to the County and its residents by, among other things, requiring orderly development of the Property as a master planned development and increasing property tax and other revenues to the community based on improvements to be constructed on the Property.
- H. The Parties desire to enter into this DA to more fully specify the rights and responsibilities of

Developer to develop the Property as expressed in this DA and the Master Plan, and the rights and responsibilities of County to allow and regulate such development pursuant to the requirements of this DA, the Master Plan, and all other applicable laws.

- I. The Parties understand and intend that this DA is a “development agreement” within the meaning of the Act and entered into pursuant to the terms of the Act.
- J. The County finds that this DA and the Master Plan conforms with the intent of the County’s General Plan.

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 Parties hereby agree to the following:

TERMS

1. **Incorporation of Recitals and Exhibits/Definitions.**

1.1 **Incorporation.** The foregoing Recitals and all Exhibits are hereby incorporated into this DA.

1.2 **Definitions.** As used in this DA, the words and phrases specified below shall have the following meanings.

1.2.1 Act means the County Land Use, Development, and Management Act, Utah Code § 17-27a-101 (2022), *et seq.*

1.2.2 Agency has the meaning provided in Utah Code 17C-1-102(4)(2022).

1.2.3 Applicable Zoning has the meaning set forth in Recital “D” above.

1.2.4 Applicant means a person or entity submitting a Development Application.

1.2.5 Association means an entity that Developer may establish to operate and maintain common areas of the Project.

1.2.6 Code means the Weber County Land Use Management and Development Code adopted by the County Commission pursuant to the Act in effect as of the Effective Date.

1.2.7 County means Weber County, Utah, a Utah political subdivision.

1.2.8 County Commission means the elected Weber County Commission.

1.2.9 County Consultants means those outside consultants employed by the County in various specialized disciplines such as land planning, engineering, traffic, hydrology, drainage or other specialized disciplines for reviewing certain aspects of the Development of the Project.

- 1.2.10 County's Future Laws means the Code, ordinances, and development specific standards that 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 on the provisions of this DA.
- 1.2.11 County's Vested Laws means the Code, ordinances, and development specific standards in effect as of the Effective Date.
- 1.2.12 DA or Development Agreement means this Development Agreement, including all of its Exhibits.
- 1.2.13 Default means a material breach of this DA as specified herein.
- 1.2.14 Denial means a formal denial issued by the final decision-making body of the County for a particular type of Development Application, excluding review comments or "redlines" by County staff.
- 1.2.15 Developer means BlackPine, LLC, a Utah limited liability company, and its assignees or transferees as permitted by this DA.
- 1.2.16 Developer's Reimbursable Expenses means those costs incurred by Developer in developing, acquiring, or installing improvements and Public Infrastructure, as well as other costs and expenses described and allowed under the Project Area created to include the Property.
- 1.2.17 Development Area means the development of a portion of the Property pursuant to an approved Development Application.
- 1.2.18 Development Application means a complete application to the County for development of a portion of the Project including a Final Plat, Subdivision or any other permit (including, but not limited to, building permits), certificate or other authorization from the County required for development of the Project.
- 1.2.19 Development Report means a report containing the information specified in Section 2.2 submitted to the County by Developer for a Development Area by Developer, for the sale of any Parcel to a Subdeveloper, or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Developer.
- 1.2.20 Effective Date means the date this DA is approved by the County Commission.
- 1.2.21 Final Plat means the recordable map or other graphical representation of land prepared in accordance with Utah Code § 17-27a-603, or any successor provision, and approved by the County, effectuating a Subdivision of any portion of the Project.
- 1.2.22 General Plan means the Western Weber General Plan, last amended August 16, 2022.

- 1.2.23 Intended Uses means the use of all or portions of the Property for all uses approved by the County in accordance with the County’s Vested Laws.
- 1.2.24 Master Plan means the Master Plan for the entire Project to be developed on the Property as generally shown on Exhibit “B-1” attached hereto, and as may be amended and/or supplemented from time to time.
- 1.2.25 Non-County Agency means a regulatory body having any jurisdiction over the consideration of any Development Application other than the County.
- 1.2.26 Notice means any notice to or from any Party to this DA that is either required or permitted to be given to another Party.
- 1.2.27 Outsourc[e][ed][ing] 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 DA.
- 1.2.28 Parcel means a portion of the Property that is created by Developer according to the Master Plan.
- 1.2.29 Party/Parties means, in the singular, either Developer or the County; in the plural, Developer and the County.
- 1.2.30 Private Roadway means a roadway constructed in the Project that is not a Public Street and which will be owned and maintained by an Association or by the owner of the property subject to the Private Roadway.
- 1.2.31 Project means the total development to be constructed on the Property pursuant to this DA with the associated public and private facilities, and all of the other aspects approved as part of this DA and the Master Plan.
- 1.2.32 Project Area means a project area created under Title 17C of the Utah Code including the Property created and approved by the County and Agency to support the development of the Property, and other areas agreed to by County’s redevelopment board and Developer.
- 1.2.33 Project Area Increment means the Tax Increment generated by development within the Project Area and received by the County’s Agency pursuant to an interlocal or other agreement to be executed with any applicable taxing entities in the Project Area.
- 1.2.34 Property means the real property owned by Owner and will be developed by Developer as more fully described in Exhibit “A”.
- 1.2.35 Public Infrastructure means those elements of onsite and offsite infrastructure that are planned to be dedicated to the County, utility service provider, special service district or other governmental entity, or private entity, or improvements to existing

infrastructure, and are needed to provide the development of the Property as generally depicted in the Master Plan or as needed as a condition of the approval of a Development Application, which may include, but shall not be limited to culinary water and sanitary sewer improvements; storm water improvements; utility infrastructure of every type including, without limitation, electric, gas, fiber, and other communications utilities; Public Street infrastructure, including without limitation, bridges and underpasses; Public Street lighting and landscaping; and dedications of land for excess capacity in system improvements or excess capacity in improvements accommodating uses outside of the Project.

- 1.2.36 Public Street means any public street and related improvements depicted in the attached Exhibit “B-2”, which include 5900 West and, subject to Section 5.1.1. below, the Ring Road that Developer is responsible for constructing, widening, or otherwise improving as set forth herein and that will be owned and maintained by the County.
- 1.2.37 Ring Road means the Public Street conceptually depicted and designated as the “Ring Road” on the attached Exhibit “B-2”, subject to Section 5.1.1. below.
- 1.2.38 Subdeveloper means a person or entity not “related” (as defined by Section 165 of the Internal Revenue Code) to Developer who purchases a Parcel for development.
- 1.2.39 Subdivision means the division of any portion of the Project into developable area pursuant to state or local law.
- 1.2.40 Tax Increment has the same meaning set forth in Utah Code § 17C-1-102(61)
- 1.2.41 Zoning Map means that map adopted by the County specifying the zoning for the Property, and attached hereto as Exhibit “C”.

2. Development of the Project.

2.1 **Compliance with this DA.** Development of the Project shall be in accordance with the County’s Vested Laws, the County’s Future Laws (to the extent that these are applicable as otherwise specified in this DA), the Code (to the extent that these are applicable as otherwise specified in this DA), the Master Plan, and this DA. County agrees that Developer shall have the full power and exclusive control of the Property.

2.2 **Accounting for Parcels Sold to Subdevelopers.** Developer may elect to sell one or more Parcels to a Subdeveloper, and any Parcel sold by Developer to a Subdeveloper shall include the transfer of the right and obligation to develop such Parcel in accordance with this DA and the Master Plan. At the recordation of a Final Plat or other document of conveyance for any Parcel sold to a Subdeveloper, Developer shall provide the County a Development Report showing the ownership of the Parcel(s) sold and the projected or potential uses.

2.3 **Phasing; Configuration.** Nothing in this DA shall obligate Developer (or its successors), or Subdevelopers to develop the Project in any particular order or phase and Developer reserves all discretion to determine whether to develop a particular portion or phase of

the Property based upon Developer's business judgment. The Property may be developed for all of the Intended Uses, as well as all uses approved by the County in accordance with the County's Vested Laws. The Master Plan is conceptual in nature and sets forth only a potential layout and overall intensity for the Project, and Developer may reconfigure or modify the Project's layout, building location, intensity, number of buildings, and uses depicted in the Master Plan based on Developer's business judgment, provided that Developer does not introduce uses not permitted under the Applicable Zoning. Developer may modify the Private Roadways and Ring Road from what is depicted in the Master Plan or Exhibit "B-2" to provide adequate connectivity throughout the Project, provided, however, subject to Section 5.1.1. below, any material deviation of the Ring Road from the depiction of the Ring Road on the Master Plan requires approval by the County concurrent with the County's review of the first subdivision plat containing the Ring Road. "Material deviation of the Ring Road" means a reconfiguration of Ring Road that causes Ring Road to connect to 5900 West Street in more than three (3) locations or less than two (2) locations, that causes Ring Road to dead-end, or that doubles or halves the numbers of interconnections with Private Roadways depicted on the Master Plan.

3. Zoning and Vested Rights.

3.1 **Zoning.** Following the rezone of the Property the rights of the Applicable Zoning districts will be included in the County's Vested Laws and the applicable portions of the Property will automatically be vested as to the uses and other provisions of the Applicable Zoning without further action or approval by the County.

3.1.1 *Zoning Condition Precedent.* Developer is entering into this DA in anticipation of the satisfaction of certain conditions precedent which, if not satisfied, will frustrate the purposes of this DA. Accordingly, if the Conditions (defined below) are not satisfied or otherwise waived by Developer, this DA shall be rendered null and void, and terminate upon written Notice by Developer delivered no later than seven (7) days after the Effective Date and upon delivery of such written Notice none of the Parties shall have any further obligation to the other arising out of this DA. The Parties recognize that the Conditions will be satisfied contemporaneously with or prior to the execution of this DA, but such Conditions have been identified herein for purposes of setting forth the intent of the Parties. For purposes of this DA, the following shall constitute the "Conditions," to be approved in the following order:

(a) The approval of a text amendment to the Code to create the Manufacturing and Technology (M-T) Zone and the amendment or modification to the General Plan which includes the Property in the Manufacturing and Technology (M-T) Zone;

(b) The final approval and acceptance of this DA including the Master Plan, by the County Commission;

(c) The enactment of an ordinance rezoning the Property to be included in the Applicable Zoning, and according to the Zoning Map, and in a manner that allows for this Project's Development.

3.1.2 *Invalidity.* If any part or portion of the County's Vested Laws are declared to be unlawful, unconstitutional or otherwise unenforceable then Developer will, nonetheless

comply with the terms of this DA to the extent not precluded by law. In such an event, Developer and County shall cooperate to have County adopt a new enactment which is materially similar to any such stricken provisions and which implements the intent of the Parties under this DA.

3.2 Vested Rights Granted by Approval of this DA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties agree that this DA grants and confirms that Developer is vested with all rights to develop the Project in accordance with and in fulfillment of this DA, the County's Vested Laws, and the Zoning Map except as specifically provided herein. The Parties specifically intend that this DA grant to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code § 17-27a-508. As of the date of this DA, County confirms that Developer is vested with the uses in the Applicable Zoning as in effect and made applicable to the Property as of the Effective Date. County further confirms that Developer is vested with the right to locate buildings of the type described and generally depicted, along with the densities reflected in the Master Plan, consistent with County's Vested Laws. Developer is also vested with the right to develop and locate on the Property the Intended Use(s) and densities, and to develop in accordance with dimensional requirements as allowed by County's Vested Laws. The Parties intend that the rights granted to Developer hereunder are contractual vested rights and include the rights that exist as of the Effective Date under statute, common law and at equity. The Parties acknowledge and agree this DA provides significant and valuable rights, benefits, and interests in favor of Developer and the Property, including, but not limited to, certain vested rights, development rights, permitted and conditional uses, potential rights for new improvements, facilities, and infrastructure, as well as flexible timing, sequencing, and phasing rights to assist in the development of the Property.

3.3 Exceptions. County's Future Laws with respect to development or use of the Property shall not apply except as follows:

3.3.1 Developer Consent. County's Future Laws that Developer agrees in writing apply to the Project;

3.3.2 State and Federal Compliance. County's Future Laws that are generally applicable to all properties in the County's jurisdiction and that are required in order to comply with state and federal laws and regulations affecting the Project;

3.3.3 Codes. The County's development standards, engineering requirements, approval, and supplemental specifications applicable to public works, and any 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 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 otherwise required to meet legitimate concerns related to public health, safety or welfare;

3.3.4 Taxes. Lawful taxes, or modifications thereto, provided that nothing in this DA shall be construed as waiving or limiting in any way Developer's or any Subdeveloper's right to challenge taxes imposed by the County, which right is hereby reserved;

3.3.5 *Fees.* Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the County's jurisdiction (or a portion of the County's jurisdiction as specified in the lawfully adopted fee schedule) and that are adopted pursuant to state and local law.

3.3.6 *Impact Fees.* Impact Fees or modifications thereto that are lawfully adopted, imposed, and collected by the County.

3.3.7 *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 § 17-27a-508(1)(a)(ii)(A) as proven by the County by clear and convincing evidence, of which jeopardy the County was not reasonably aware of at the time of the execution of this DA.

4. **Project Financing.**

4.1 **Financing Options.** The Parties acknowledge and agree that development of the Property pursuant to this DA will result in positive economic benefits to the County and its residents by, among other things, increasing property tax and other revenues to the community based on improvements to be constructed on the Property. Therefore, to induce and incentivize development of the Project, the County agrees to use reasonable efforts to employ the mechanisms set forth in Title 17C or Title 17D of the Utah Code.

4.2 **Utilization of Public Finance.** The Parties agree to work together in good faith to create mutual-gain public finance opportunities that will help fund both Public Infrastructure and private improvements associated with the Project. The County shall participate in good faith and cooperate with Developer's pursuant of the following financing mechanisms:

4.2.1 *Tax Increment Project Area.* The County shall cooperate with and not impede Developer's request for the Agency to create a Project Area. If a Project Area is created by the Agency, the County shall negotiate in good faith and use reasonable efforts to enter into an interlocal agreement with the Agency with respect to the County's contribution of up to an 80% portion of the Tax Increment generated within the Project Area. The County shall also use reasonable efforts to support the Agency in securing the participation of other taxing entities.

4.2.2 *Public Infrastructure District.* Developer may elect to petition the County to create a Public Infrastructure District ("PID") pursuant to Utah Code § 17D-4-101 *et seq.* for the Property in addition to or in place of the Project Area as an option to implement and facilitate the financing, construction, and operation of some or all of the Public Infrastructure for the Project. The County shall process Developer's petition to create the PID in accordance with County's applicable PID policy.

4.2.3 *Bonding.* At the request of Developer, the County may, insofar as it is permitted by applicable law and in accordance with County policy and in County's sole discretion, issue or cooperate in the issuance of, bonds based on the anticipated revenues of the Project Area or other financing vehicle, to generate the monies necessary to pay for the required Public Infrastructure and Developer's Reimbursable Expenses.

4.2.4 *Future Financing Mechanisms.* Developer may pursue and the County shall, in accordance with applicable County policy, assist Developer in pursuing any other public financing options available or similar to those identified in this Section 4.2 that exist or may exist in the future.

4.3 **Developer's Rescission Option.** The ability of the financing mechanisms described in Section 4.2 to generate sufficient monies to reimburse or otherwise pay the Developer for costs and expenses incurred as provided in this DA is a material, integral term hereto. If the financing mechanisms identified in Section 4.2 are not established or such financing mechanisms are unable to generate sufficient monies to construct the requisite Public Infrastructure and Project improvements, the Parties agree that such failure will render performance under this DA impossible or impracticable and pointless and Developer may elect to terminate this DA by delivering Notice to the County. Upon delivery of such Notice terminating this DA, this DA shall automatically terminate whereupon the Parties shall have no further rights or obligations under this DA, and the County may change the zoning designation for the Property to A-2 Agricultural zoning but only as to any portions of the Property for which Final Plat approval has not been granted, at the time of such termination by Developer. If such reversion is pursued, the Developer agrees not to contest the reversion of the zoning on undeveloped portions of the Project by the County Commission to A-2 zoning, and hereby holds the County harmless for such reversion.

5. **Infrastructure, Utilities and Standards.** Insofar as permitted by applicable law, the Parties agree that the following Public Infrastructure or other Project improvements may be classified as Developer's Reimbursable Expenses, and may be eligible for public financing, payment, impact fee credits, reimbursement (including pioneering agreements), or other incentives pursuant to Title 17C or Title 17D of the Utah Code, financing options pursuant to Section 4.2.4 above, or any combination of the foregoing:

5.1 **Street Improvements.** Developer shall construct, or cause to be constructed, all Private Roadways and Public Streets within the Project that are necessary for the connectivity and development of the Project, as provided below. The Parties acknowledge and agree that Developer will provide financial assurance for or complete improvements for, in accordance with the County's Vested Laws, Public Streets in phases, as follows: Developer will complete improvements of or provide financial assurances for the portions of the Public Streets in connection with each, which may be one or more, Final Plat(s) for Parcels accessed by such portions of the Public Streets.

5.1.1 **Ring Road.** Notwithstanding anything to the contrary in this DA, Developer may elect, in Developer's sole discretion, to construct or not to construct the Ring Road. If Developer elects not to construct the Ring Road, then the terms and provisions of this DA, and the application thereof, respecting the Ring Road shall be without effect and ignored, and the remaining terms and provisions of this DA shall continue in full force and effect. If Developer elects to construct the Ring Road, Developer shall be responsible for constructing the Ring Road according to the specifications of the applicable cross-section attached hereto as Exhibit "D" and, upon completion of applicable portions of the Ring Road, Developer shall dedicate completed portions of the Ring Road to the County. Notwithstanding anything to the contrary in this DA, the Ring Road or the Project Private Roadways, as applicable, shall connect in at least one (1) location

to a Public Street on the Property's northernmost boundary line and in at least one (1) location to a Public Street on the Property's western boundary line.

5.1.2 5900 West. Developer shall be responsible for widening that portion of 5900 West Street to which the Project has direct frontage according to the specifications of the applicable cross-section attached hereto as Exhibit "D" as follows: (i) widening the full 5900 West public right-of-way on the portions of 5900 West to which the Project has frontage on each side directly opposite from the other side, or (ii) widening one-half of the 5900 West public right-of-way within the Property for the portions of 5900 West to which the Project has frontage on only one side. Developer shall also be required to improve that portion of 5900 West owned by the County on the south side of 900 South to which the Project has direct frontage. Such portion of 5900 West shall be improved with a minimum of asphalt 24-feet wide over base-course and associated drainage and shall be improved for a sufficient distance to provide access to the Project, as determined by Developer.

5.1.3 900 South. Developer shall not be required to improve 900 South Street, however, for those portions of 900 South Street to which the Project has direct frontage, Developer agrees to dedicate to the County (i) sufficient frontage to create at least a 120-foot wide public right-of-way on the portions of 900 South to which the Project has frontage on each side directly opposite from the other side, or (ii) sufficient frontage for one-half of a 120-foot wide public right-of-way for the portions of 900 South to which the Project has frontage on only one side. Developer may dedicate the 900 South Street dedications contemplated in the immediately preceding sentence from the portions of the Property elected by Developer, in its business judgment and in consultation with the County engineer. Developer shall construct trails along the north side of 900 South Street to the extent provided in Section 5.6 below. The Private Roadways shall be permitted not less than three (3) direct access road connections to 900 South, as follows: one (1) direct access connection to 900 South on the north side of 900 South, and two (2) direct access connections to 900 South on the south side of 900 South.

5.1.4 5900 West Realignment; Intersection Improvement.

(a) Developer shall realign 5900 West to create an intersection with 900 South reasonably aligned to that portion of 5900 West owned by the County on the south side of 900 South, as depicted in the General Plan, and the Parties agree to dedicate or vacate required portions of land or public rights-of-way for such realignment in a Final Plat.

(b) The Parties agree that the 5900 West 900 South intersection will not be signalized or improved from an intersection controlled only by stop signs until warranted by a traffic impact study. Developer will provide a traffic impact study prepared by a certified traffic engineer with the approval of each Development Area to identify the recommended intersection improvement (anticipated to be signalization or a roundabout) to the 5900 West and 900 South intersection, if any. Upon a traffic impact study's recommendation of an intersection improvement to the 5900 West and 900 South intersection, Developer agrees to dedicate to the County the land area within the Property reasonably required for the intersection improvement recommended by the traffic impact study and pursuant to the County's design, which is reasonably acceptable to Developer and which Developer agrees may be a roundabout if not a material detriment to the Project in Developer's business judgment, for the County's construction of the intersection

improvement at the 5900 West and 900 South intersection. The 5900 West and 900 South intersection improvement (anticipated to be signalization or a roundabout) is a regional or system improvement.

5.1.5 **North Easement.** Developer agrees to grant to the County an easement 40' wide for a public right-of-way running east-west along the Property's northernmost boundary line. The easement contemplated by this Section shall be granted to the County, either in a Final Plat or in a recordable form mutually agreeable to the Parties, at the recording of the Final Plat of the Parcel immediately adjacent to the easement area or the expiration or termination of this DA, whichever is earlier.

5.2 **Culinary Water and Sanitary Sewer Improvements.** Developer shall construct, or cause to be constructed, all onsite culinary water and sanitary sewer improvements for the Project. Developer shall also be responsible for constructing all offsite culinary water and sanitary sewer improvements, provided, however, the County shall not require Developer to upsize any of the offsite culinary water and sanitary sewer improvements unless the costs of such upsized improvements are paid as provided in this DA or otherwise, including, without limitation, Section 6.3 below. Pursuant to a separate agreement between Developer and West Warren – Warren Water Improvement District (“WID”), Developer shall dedicate the culinary water improvements to WID, and Developer shall provide, or cause to be provided, the culinary water improvements set forth in the agreement between the Developer and WID. Pursuant to a separate agreement between Developer and Central Weber Sewer Improvement District (“CWSID”), Developer shall dedicate the sanitary sewer improvements to CWSID, and Developer shall provide, or cause to be provided, the sanitary sewer improvements set forth in the agreement between the Developer and CWSID. If CWSID does not accept sanitary sewer laterals, Developer shall dedicate such sanitary sewer laterals to the County pursuant to Section 6.4.

5.3 **Sewer Lift Station.** The Developer shall design, engineer, and construct, or cause to be constructed, a sewer lift station (“Lift Station”) on the Property. Developer shall select in good faith a location on the Property for the Lift Station, and Developer shall dedicate or provide an easement to the CWSID for the portion of the Property on which the Lift Station is located. The Parties agree to work together in good faith to cause the Lift Station to be dedicated to the CWSID, pursuant to a separate agreement between Developer and CWSID.

5.3.1 County agrees to participate in funding the Lift Station, as follows: (a) County has allocated \$5,000,000.00 of ARPA/SLFRF funds to West Weber sewer improvement projects (“WW ARPA Allocation”); (b) County shall use any portion of the WW ARPA Allocation remaining after completion of the LMSA sewer lagoons projects (as contemplated in the County's request for appropriation for such ARPA funding or as contemplated by the U.S. Treasury/State appropriation of such ARPA funding) toward the Lift Station prior to any other projects, to the broadest and fullest extent the Lift Station meets the project eligibility standard contemplated under ARPA or U.S. Treasury SLFRF regulations or rules; and (c) any portion of the WW ARPA Allocation remaining after completion of the LMSA sewer lagoons projects and the Lift Station, the County agrees to use towards and to assist in funding the sanitary sewer improvements for the Project, to the broadest and fullest extent such improvements meet the project eligibility standard contemplated under ARPA or U.S. Treasury SLFRF regulations or rules. The County shall take all reasonable steps, in good faith, to designate and support the Lift

Station and sanitary sewer improvements for the Project as projects meeting the eligibility standard under ARPA or U.S. Treasury SLFRF regulations or rules (to the broadest and fullest extent contemplated under ARPA or U.S. Treasury SLFRF regulations or rules).

5.4 Storm Water Improvements. Developer shall construct, or cause to be constructed, storm water retention and detention facilities as may be necessary for the development of the Property as contemplated by the vested rights described herein. Developer shall not be required to design and construct such retention and detention facilities to address storm water flows originating from outside the Property. The Parties acknowledge and agree that those storm water flows originating from the half-width portions of 900 South and 5900 West on which the Project has direct frontage may be directed into storm water facilities which flow to the oxbow slough existing on the Property at the northwest corner of the 900 South and 5900 West intersection. Upon completion of a storm water retention area that abuts the Weber River, Developer may dedicate the same to the County, special service district or other governmental entity, or may elect to retain ownership thereof.

5.5 Parks. Exhibit "E" (the "**Park Area**") depicts general area(s) to be dedicated by Developer to the Warren/West Warren Parks District ("**Park District**"). Pursuant to a separate agreement between Developer and the Park District, Developer shall dedicate the Park Area to the Park District with the approval of the first Final Plat, unless otherwise agreed upon by Developer and the Park District, and Developer shall provide, or cause to be provided, the Park Area and improvements to the Park Area set forth in the agreement between the Developer and the Park District.

5.6 Trails.

5.6.1 Trail in Public Street-Right-of-Way. Developer shall provide or cause to be provided the trails (i) on the east side of the portions of 5900 West Street to which the Project has direct frontage, according to the specifications of the applicable cross-section attached hereto as Exhibit "D", and (ii) on the north side of the portions of 900 South Street to which the Project has direct frontage, which will be 10-foot wide and constructed of three inches of asphalt on six inches of base-course. Notwithstanding the foregoing, Developer may elect to relocate or modify the 900 South Street trail, including outside of the 900 South Street public right-of-way or to the south side of 900 South Street, if locating the 900 South Street trail becomes physically or economically infeasible, in Developer's commercially reasonable discretion, or in order to accommodate physical impediments to the location of the 900 South Street trail.

5.6.2 Weber River Parkway. Developer agrees to install the Weber River Parkway trail adjacent to the west banks of the Weber River, and within the 100' Weber River Corridor area contemplated by Section 5.7 below, for the portions of the Weber River to which the Project has direct frontage on the Property's east boundary (the "**Weber River Parkway**"). The Weber River Parkway shall connect to the trail that is required along 900 South. If the Project is platted in phases, the Weber River Parkway shall be dedicated and constructed in phases corresponding to at least the widest width of the subject platted phase or Development Area when measuring north/south, but in all cases the Weber River Parkway shall be installed in a linear progression starting from 900 South Street. Developer shall dedicate the Weber River Parkway to the County, Park District, special service district or other governmental entity, or private non-profit

entity, as reasonably acceptable to the County, as an open space and trail recreation area. This trail shall be 10-feet wide and constructed of three inches of asphalt on six inches of base-course.

5.7 Weber River Corridor Buffer. Section 108-7-23(a) of the Code shall not apply to the development or use of the Property; however, Developer agrees that structures, accessory structures, roads, or parking areas shall not be developed or located within 100 feet of the Weber River from the high water mark of the river (the “Weber River Corridor”). Trails and storm water drainage or retention facilities may be located within the 100’ Weber River Corridor area. If the Weber River Corridor’s, or any portion thereof, vegetative condition within the Property is substantially in its natural condition as of the Effective Date, Developer agrees to employ commercially reasonable efforts, prior to the dedication of such area, to ensure that such portions of the Weber River Corridor within the Property maintain such natural vegetative condition existing as of the Effective Date, subject to the provisions of this DA allowing Developer to locate trails and storm water drainage or retention facilities within the Weber River Corridor area. If the Weber River Corridor’s, or any portion thereof, vegetative condition within the Property has been cultivated or otherwise substantially disturbed by human activity, Developer agrees to vegetate or revegetate such portions of Weber River Corridor within the Property as follows: Developer will (i) cause such portions of the Weber River Corridor within the Property to be grubbed, (ii) cause such area to be planted with native grass seed mix¹, and (iii) cause such area to be temporarily irrigated, if necessary for the establishment of the native grass seed mix. The vegetation or revegetation of certain portions of Weber River Corridor within the Property, as provided in the immediately preceding sentence, will occur in phases corresponding to the completion of the Weber River Parkway as provided in Section 5.6.2 above. Developer may dedicate the 100’ Weber River Corridor area within the Property, and associated improvements within such area, to the Park District or, if the Park District does not accept the 100’ Weber River Corridor area within the Property, the County shall accept the 100’ Weber River Corridor area within the Property pursuant to Section 6.4. Prior to dedication of the Weber River Corridor area within the Property, Developer agrees to employ efforts to restrict any new activity within such area, including, without limitation, storage of vehicles or construction equipment, temporary storage containers or construction buildings, and any and all private, personal property, and to maintain such area free from trash, subject to the provisions of this DA allowing activity within the Weber River Corridor area.

5.8 Covenants, Conditions, and Restrictions. Concurrent with the recording of the first Final Plat for the Project or the first conveyance of a Parcel to a third party which is not an affiliate of Developer, whichever is earlier, Developer shall cause to be recorded against the Property covenants, conditions, and restrictions, or a similar document, governing the operation and maintenance of the Private Roadways and any other non-public Project improvements.

5.9 Design Guidelines and Landscaping Standards. Exhibit “F” attached to this DA establishes specific design guidelines in developing the Property for any industrial or warehousing building, and shall apply to all Parcels within the Project. Exhibit “G” attached to this DA establishes specific landscaping standards, and shall apply to all Parcels within the Project. If there

¹ “Native grass seed mix” is to be consistent with grass species established as acceptable grass plantings for northern Utah natural or riparian areas by various regional resources.

is a conflict between the County's Vested Laws or the Applicable Zoning and Exhibit "F" or Exhibit "G" to this DA, then Exhibit "F" or Exhibit "G" to this DA, as applicable, shall control.

6. County's Obligations.

6.1 Electrical Utilities. The County agrees to cooperate with Developer and an electric service provider in their efforts to ensure that all electrical facilities and equipment necessary to serve the Property are constructed.

6.2 Natural Gas Utilities. The County agrees to cooperate with Developer and utility service providers in their efforts to ensure that sufficient natural gas capacity and transmission is present to serve the Property.

6.3 Conditions of Approval. The County shall not impose any further conditions on the Project other than those detailed in this DA (including the County's Vested Laws, the County's Future Laws to the extent they are applicable under Section 3.3, and other relevant standards) unless agreed to in writing by the Parties.

6.4 Acceptance of Improvements. Except for specific Public Infrastructure contemplated to be dedicated to third parties (i.e., WID, CWSID, the Park District) under this DA or separate agreements referenced in this DA, the County shall accept dedication of all Public Street improvements, stormwater detention facilities (if Developer elects to dedicate the same pursuant to Section 5.4 above), and other Public Infrastructure expressly contemplated to be dedicated to the County under this DA, and the Parties agree to work together in good faith to cause all other Public Infrastructure or improvements to be dedicated to the applicable services providers or, if the applicable service providers do not accept such improvements and the parties do not come to an agreement for the County's acceptance of such improvements (including requirements that such improvements are designed and constructed pursuant to County specifications under the County's Vested Laws and this DA), Developer may terminate this DA upon written notice to the County.

6.5 Upsizing/Credits/Reimbursements to Developer. The County shall not require Developer to "upsized" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) or construct system improvements (as defined in Utah Code § 11-36a-102(21) (2020)), including, without limitation, the Public Infrastructure identified in Section 5 above, unless the County agrees to compensate Developer for the incremental or additive costs of such upsizing or system improvements, the pro rata costs of service interruption directly resulting from upsizing or system improvements, and a pro rata share of attendant property damage directly resulting from such upsizing or system improvements. The County may reimburse Developer for any upsizing by means of direct reimbursement, credits against impact fees or any other fees that County may assess, by one or more pioneering agreements if an impact fee or assessment credit is unavailable, or by other means available to the County.

6.5.1 If Developer develops a portion of the Project which triggers the need for any system improvements, then Developer and County shall enter into a separate reimbursement or pioneering agreement to set the terms for the repayment that provide for assure a full reimbursement, subject to available impact fees and according to the County's standard policies

and procedures. Developer may build the system improvements and receive reimbursement for such on terms mutually agreeable to the County, but: (i) the amount of reimbursement is the pro rata share of system improvements not attributable to the Project, with the timing on payment being an immediate credit against related impact fees payable by Developer for this Project and the remaining reimbursement, if any, according to the County's standard queue system applicable to all developers, and with the source of funds being impact fees, and as otherwise acceptable to the County; and (ii) Developer may choose not to develop until the system improvements are otherwise constructed to provide for the Project need.

6.5.2 After receiving, in writing, a request from Developer to add appropriate specific system improvements, and if the County verifies that the requirements of this DA and applicable law have been met, County shall amend or create an impact fee facility plan that specifically addresses the needed system improvement(s) and shall collect impact fees in accordance with applicable law.

6.5.3 County shall not enact a moratorium on collecting impact fees and shall include the obligations set forth in this DA into any subsequently amended or adopted impact fee facilities plan; except that court action, legislative action, or any other act outside the authority of the County to reasonably control, which affects the collection of impact fees, shall not be deemed as enacting a moratorium.

6.5.4 If an impact fee credit is unavailable for the County to reimburse Developer as contemplated herein, the County may reimburse Developer by means of direct reimbursement, by other means available to the County, or by one or more pioneering agreements if an impact fee or assessment credit, or direct reimbursement, is unavailable. In the event direct reimbursement, impact fee credit, or other means are unavailable for the County to reimburse Developer as contemplated herein, the County and Developer shall use reasonable efforts to enter into one or more pioneering agreements for upsizing or constructing system improvements. Such pioneering agreements shall be on terms mutually acceptable to Developer and County and shall include provisions requiring others connecting to infrastructure built with excess capacity to pay for their share of such capacity, including construction, and other reasonable costs and expenses incurred in developing the excess capacity. County and Developer will include a definition in a pioneering agreement clarifying that "excess capacity" is limited to the cost of upsizing infrastructure. Nothing in a pioneering agreement shall preclude expenses from being reimbursed from more than one revenue source so long as Developer is only reimbursed once.

7. **Application Under County's Future Laws.** Without waiving any rights granted by this DA, Developer may at any 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. 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 Developer at any time to submit a Development Application under the County's Future Laws shall not be construed to prevent or limit Developer from submitting under and relying on County's Vested Laws for other Development Applications.

8. **Processing of Development Applications.**

8.1 Approval Process; Outsourcing.

8.1.1 *Approval Process.* Approval processes for Development Applications shall be as provided in the County's Vested Laws except as otherwise provided in this DA. Development Applications shall be approved by the County if they comply with the County's Vested Laws and conform to this DA. The County shall cooperate reasonably in promptly and fairly processing Development Applications. Any Development Application requiring the signature, endorsement, or certification 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 be deemed to meet the specific standards which are the subject of the opinion or certification without further objection or required review by an agency of the County. It is not the intent of this Section to preclude the normal process of the County reviewing each application for verification of compliance with applicable requirements, or 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 a complete Development Application unless changes to the Development Application raise new issues that need to be addressed.

8.1.2 *Outsourcing.* Within fifteen (15) days after receipt of a Development Application upon the request of either Party, the Parties will confer and determine whether the County or the Applicant wishes the County to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis. If either Party determines that Outsourcing is appropriate, the Applicant shall pay the actual hourly review cost incurred by the County for such services. 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 Applicant) for the actual differential cost of the application fees and the cost of paying the hourly review of the County Consultant or County staff support for review the application, Applicant shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the differential cost for the additional Outsourcing and the actual application fee. The County is entitled to stop the Outsourcing review process until payments or credits for the Outsourcing are received.

8.2 **County Denial of a Development Application.** The County shall approve all Development Applications that are consistent with the County's Vested Laws, the County's Future Laws (to the extent that these are applicable as otherwise specified in this DA), the Master Plan, and this DA. If the County denies a Development Application, it shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the County believes that the Development Application is not consistent with this DA, the Master Plan, the County's Vested Laws (or, if applicable, the County's Future Laws), or any other applicable law.

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

8.4 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, if Applicant chooses to appeal such Denial, it shall appeal be through the appropriate procedures for such a decision and not through the processes specified below.

8.5 Mediation of Development Application Denials.

8.5.1 Issues Subject to Mediation. Issues resulting from the County's Denial of a Development Application that the Parties are not able to resolve by "Meet and Confer" shall be mediated and include, without limitation, issuance of building permits.

8.5.2 Mediation Process. If the County and Applicant are unable to resolve a disagreement subject to mediation, the Parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the County and Applicant are unable to agree on a single acceptable mediator, they shall each, within ten (10) additional business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. The Parties shall each pay one-half (1/2) of the fees of the chosen mediator. The chosen mediator shall within thirty (30) business days, review the positions of the Parties regarding the mediation issue and promptly attempt to mediate the issue 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, nor shall it be admissible in any subsequent proceedings regarding the dispute.

8.6 Arbitration of Development Application Objections.

8.6.1 Issues Subject to Arbitration. Issues regarding the County's Denial of a Development Application that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.

8.6.2 Mediation Required Before Arbitration. Prior to any arbitration, the Parties shall first attempt mediation as specified in Section 8.5.

8.6.3 Arbitration Process. If the County and Applicant are unable to resolve an issue subject to arbitration under this DA through mediation, the Parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the Parties are unable to agree on a single acceptable arbitrator, they shall each, within ten (10) additional business days, appoint their own individual appropriate expert. These two experts shall, between them, timely choose the single expert arbitrator. The Parties shall each pay one-half (1/2) of the fees of the chosen expert arbitrator. The chosen expert arbitrator shall within thirty (30) business days after retention, review the positions of the Parties regarding the arbitration issue and render a decision. The expert arbitrator shall ask the prevailing Party to draft a proposed order for consideration and objection by the other side under appropriate timelines set by the expert arbitrator. Upon adoption by the expert arbitrator, after consideration of any such objections, the expert arbitrator's decision shall be final and binding upon both Parties. If the expert arbitrator determines as a part of the decision that the County's or Applicant's position

was not only incorrect but was also maintained unreasonably and not in good faith, then the expert arbitrator may order that Party to pay fees; if the County, to pay the Applicant's share of the expert arbitrator's fees, or if the Applicant, to pay, the County's share of the expert arbitrator's fees.

8.7 Parcel Sales. The County acknowledges that the precise location and details of the public improvements, 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 of or sale of a Parcel. Developer, with approval of the County's land use authority, may create a Subdivision, without being subject to any requirement in the County's Vested Laws to complete or provide security for any Public Infrastructure at the time of such Subdivision. The County shall approve the proposed Subdivision if it complies with the County's Vested Laws, state law, and the County finds on the record all of the following: (1) approval of the Subdivision without security for any Public Infrastructure will not adversely affect the health, safety, or welfare of the County; and (2) the Subdivision is anticipated to begin constructing Public Infrastructure within 720 days after approval of the Subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Developer, or a Subdeveloper upon a subsequent re-Subdivision of the Parcel that creates individually developable parcels or site plan (or equivalent) approval; however, construction of improvements within the Parcel in question shall not be allowed until the Developer or Subdeveloper complies with the County's Vested Laws, including to complete or provide financial assurances as described in the Act, and conforming County's Vested Laws, for required Public Infrastructure.

9. Term of Agreement; Reversion. The initial term of this DA shall be thirty (30) years beginning on the Effective Date and will automatically extend for successive periods of five (5) years each (as extended, the "Term"), unless either Party delivers a Notice of non-renewal within six (6) months prior to expiration of the then current term. If the Developer is unable to complete development of the Project by the expiration of the Term, the County may change zoning for the Property to A-2 Agricultural zoning but only as to any portions of the Property for which final plat or site plan approval has not been granted, at the expiration of the Term. If such reversion is pursued, the Developer agrees not to contest the reversion of the zoning on undeveloped portions of the Project by the County Commission to A-2 zoning, and hereby holds the County harmless for such reversion.

10. Default.

10.1 Notice. If Developer, 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 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 DA 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.

10.3 **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default the Parties shall engage in the “Meet and Confer” and “Mediation” processes specified in Sections 8.3 and 8.5. If the claimed Default is subject to Arbitration as provided in Section 8.6 then the Parties shall follow such processes.

10.4 **Remedies.** If the Parties are not able to resolve the Default by “Meet and Confer” or by Mediation, and if the Default is not subject to arbitration, then the Parties have all rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

10.5 **Attorney Fees.** The Party prevailing in any action following an unsuccessful “Meet and Confer,” mediation, or if applicable, arbitration shall be awarded its reasonable legal expenses, including its reasonable attorney fees.

10.6 **Public Meeting.** Before any remedy in Section 10.4 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 County Commission regarding the claimed Default.

10.7 **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days, then such cure period may be extended at the discretion of the Party asserting Default so long as the defaulting Party is pursuing a cure with reasonable diligence.

10.8 **Default of Assignee.** A default of any obligations assumed by an assignee or Subdeveloper shall not be deemed a default of Developer.

11. **Notices.** All notices required or permitted under this DA shall, in addition to any other means of transmission, be given in writing by either by certified mail, hand delivery, overnight courier service, or email to the following addresses:

To Developer:

BlackPine, LLC
1357 N. 2000 W.
Farr West, UT 84404
Attn: Daniel Stephens
Email: daniel@theblackpinegroup.com

With a Copy to:

Snell & Wilmer L.L.P.
15 West South Temple, Suite 1200
Salt Lake County, Utah 84101
Attention: Craig Jenson
Email: cjenson@swlaw.com

To Weber County:

Weber County
2380 Washington Blvd.
Ogden, Utah 84401

With a Copy to:

[Insert Contact information]

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

11.1.1 *Hand Delivery.* Its actual receipt, if delivered personally or by courier service.

11.1.2 *Electronic Delivery.* Its actual receipt if delivered electronically by email and the sending Party has an electronic receipt of the delivery of the Notice.

11.1.3 *Mailing.* On the day the Notice is postmarked for mailing, postage prepaid, by Certified United States Mail and actually deposited in or delivered to the United States Postal Service.

11.1.4 *Change of Address.* Any Party may change its address for Notice under this DA by giving written Notice to the other Party in accordance with the provisions of this Section.

12. **Headings.** The captions used in this DA are for convenience only and are not intended to be substantive provisions or evidences of intent.

13. **No Third-Party Rights/No Joint Venture.** This DA does not create a joint venture relationship, partnership or agency relationship between the County or Developer. Further, the Parties do not intend this DA to create any third-party beneficiary rights except as expressly provided herein. The Parties acknowledge that this DA 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.

14. **Assignability.** The rights and responsibilities of Developer under this DA may be assigned in whole or in part, respectively, by Developer as provided herein.

14.1 **Related Entity; Subdevelopers.** Developer’s assignment of all or any part of Developer’s rights and responsibilities under this DA to any entity “related” to Developer (as defined by regulations of the Internal Revenue Service in Section 165), Developer’s entry into a joint venture for the development of the Project, Developer’s pledging of part or all of the Project as security for financing, or Developer’s assignment or partial assignment to a Subdeveloper, shall each be considered pre-approved by the County. 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.

14.2 **Non-Related Entity.** Developer’s assignment of all or any part of the Developer’s rights and responsibilities under this DA to any entity not “related” to Developer (as defined by regulations of the Internal Revenue Service in Section 165), shall be subject to the County’s approval, which shall not be unreasonably withheld, conditioned or delayed. 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. Unless the County objects in writing within twenty (20) business days of Notice, the County shall be deemed to have approved of and consented to the assignment. The County may only object if the County is not reasonably satisfied of the assignee's financial ability to perform the obligations of Developer proposed to be assigned or there is an existing breach of a development obligation owed to the County by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the County, or the proposed assignee or related entity has a documented history of failing to meet its obligations in prior agreements with the County or other governmental entities. Any refusal of the County to accept an assignment shall be subject to the "Meet and Confer" and "Mediation" processes specified in Sections 8.3 and 8.5. If the refusal is subject to Arbitration as provided in Section 8.6, then the Parties shall follow such processes.

14.3 Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this DA to which the assignee succeeds. Upon any such partial assignment, Developer shall be released from any future obligations as to those obligations that are assigned.

14.4 Assignees Bound by DA. Any assignee of all or any part of Developer's rights and responsibilities under this DA consents to be bound by the assigned terms and conditions of this DA as a condition precedent to the effectiveness of the assignment.

14.5 Sale of Parcels. The Notice, approval, and consent provisions set forth in this Section 14 do not apply to Developer's sale or lease of Parcels. Developer may sell or pledge part or all of the Project as security for financing without requiring County's approval, provided however, that upon a sale of a Parcel to a Subdeveloper, Developer shall provide the County a Development Report as set forth in Section 2.2.

15. Binding Effect. If 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 configurations as applicable to such Parcels and be subject to the same limitations and rights of the County when owned by Developer and as set forth in this DA and Master Plan without any required approval, review, or consent by the County except as otherwise provided herein.

16. 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.

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

18. Force Majeure. Any prevention, delay, or stoppage of the performance of any obligation under this DA that 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.

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

20. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this DA, the County and Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments and the Developer. The initial representative for the County shall be the County Planning Director. The initial representative for Developer shall be Daniel Stephens. 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 DA and the development of the Project.

21. **Applicable Law.** This DA 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.

22. **Venue.** Any action to enforce this DA shall be brought only in the Second District Court for the State of Utah in Weber County.

23. **Entire Agreement; Interpretation.** This DA, 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. To the extent a general provision of County's Vested Laws or Future Laws, or any other law, conflicts with a specific provision of this DA or an interpretation necessary to give effect to the DA, then this DA shall control. If there is a conflict between the Exhibits to this DA and a specific provision or the language of this DA, then this DA's specific provision or language shall control.

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

25. **Recordation and Running with the Land.** This DA shall be recorded in the chain of title for the Project. This DA shall be deemed to run with the land. The data disk of the County's Vested Laws shall not be recorded in the chain of title. A secure copy of such data disk shall be filed with the applicable County Recorder and each party shall also have an identical copy.

26. **Exclusion from Moratoria.** The Property shall be excluded from any moratorium adopted pursuant to Utah Code § 17-27a-504 unless such a moratorium is found on the record by the County Commission to be necessary to avoid a physical harm to third parties and the harm, if allowed, would jeopardize a compelling, countervailing public interest as proven by the County with clear and convincing evidence.

27. **Authority.** The Parties to this DA each warrant that they have all of the necessary authority to execute this DA. County is entering into this DA after taking all necessary actions to enter into

the agreements and understandings set forth herein. County's enactment of the resolution approving this DA, and entering into this DA, are legislative acts allowed and authorized by the Act including specifically Utah Code § 17-27a-102(b).

28. **Referendum or Challenge.** Both Parties understand that any legislative action by the County Commission is subject to referral or challenge by individuals or groups of citizens, including approval of development agreements and a rezone of the Property. If a referendum or challenge relates to the approval of this DA or the rezoning, and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code § 20A-7-601, then Developer may deliver a Notice of rescission to the County to terminate this DA. Upon Developer's delivery of a Notice of rescission pursuant to this Section 28, this DA shall automatically terminate whereupon the Parties shall have no further rights or obligations under this DA.

29. **Intent Regarding Administration and Amendment of this DA.** The Parties intend that the administration, but not the approval, of this DA and any amendments, shall be processed through administrative land use applications to be decided by the land use authority, as those terms are defined in the Act.

[Signature Pages Follow]

COUNTY:

WEBER COUNTY,
a Utah political subdivision

Approved as to form and legality:

County Attorney

By: Jim Harvey
Name: Gage Froerer
Weber County Commission, chair

Attest:

Ricky Adair
County Recorder clerk



COUNTY ACKNOWLEDGMENT

STATE OF UTAH)
)
) :ss.
COUNTY OF _____)

On the ____ day of _____, 2023, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of Weber County, a political subdivision of the State of Utah, and that said instrument was signed on behalf of the County by authority of its County Commission and said _____ acknowledged to me that the County executed the same.

NOTARY PUBLIC

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

DEVELOPER:

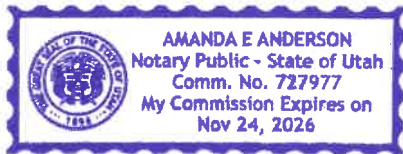
BlackPine, LLC,
a Utah limited liability company

By: [Signature]
Name: Daniel Stephens
Its: Manager

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF Weber)

On the 26 day of June, 2023, personally appeared before me Daniel Stephens, who being by me duly sworn, did say that he/she is the manager of BlackPine, LLC, a Utah limited liability company, and that the foregoing instrument was executed on behalf of said company.



[Signature]

NOTARY PUBLIC

OWNER'S CONSENT:

The following owner consents to the Developer executing the foregoing Agreement, and subjecting the Property to the Project, approvals, obligations and benefits described herein.

WADELAND:

WADELAND LAND, L.L.C.,
a Utah limited liability company:

By Blaine H Wade

Its: Owner

Name: Blaine H. Wade

STATE OF UTAH)
 weber :SS
COUNTY OF UTAH)

On the 26 day of June, 2023, personally appeared before me Blaine W. Wade, who being by me duly sworn, did say that said person is the owner of Wadeland Land, L.L.C., a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

[Signature]
Notary Public

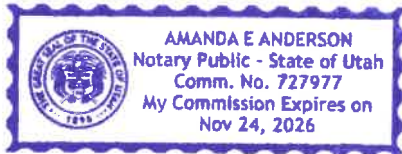


EXHIBIT "A"
[Legal Description of the Property]

Exhibit A to Development Agreement

PARCEL 1:

PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U S SURVEY:

BEGINNING AT A POINT 56 RODS SOUTH AND 1650 FEET EAST FROM THE NORTHWEST CORNER OF SAID QUARTER SECTION; RUNNING THENCE EAST 558.44 FEET, MORE OR LESS, TO AN EXISTING FENCE; THENCE SOUTH ALONG SAID FENCE LINE 104 RODS, MORE OR LESS, TO AN EXISTING FENCE; THENCE WEST ALONG SAID EXISTING FENCE LINE 558.44 FEET, MORE OR LESS, TO AN EXISTING FENCE; THENCE NORTH ALONG SAID EXISTING FENCE LINE 104 RODS, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING: A PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U S SURVEY:

BEGINNING AT A POINT 56 RODS SOUTH AND 1650 FEET EAST AND 350.4 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID QUARTER SECTION, RUNNING THENCE EAST 100 FEET; THENCE SOUTH 270 FEET; THENCE WEST 100 FEET, MORE OR LESS, TO AN EXISTING FENCE; THENCE NORTH ALONG SAID FENCE 270 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 1A:

A RIGHT OF WAY 25 FEET IN WIDTH FOR INGRESS AND EGRESS AND DRAINAGE OVER THE FOLLOWING DESCRIBED CENTERLINE, BEING 12.5 FEET EITHER SIDE OF SAID CENTERLINE AS FOLLOWS: BEGINNING AT A POINT 56 RODS SOUTH AND 1650 FEET EAST AND 396 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER, RUNNING THENCE NORTH 50° EAST 90 FEET, MORE OR LESS, TO THE NORTH LINE OF THE EXCEPTED PARCEL HEREINABOVE DESCRIBED.

PARCEL 1B:

A RIGHT OF WAY FOR INGRESS AND EGRESS AND DRAINAGE, ACROSS THE NORTH 25 FEET OF THE EAST 50 FEET OF THE EXCEPTED PARCEL HEREINABOVE DESCRIBED.

PARCEL 2:

PART OF THE WEST HALF OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER SECTION 18, THENCE WEST 60 RODS, THENCE NORTH 80 RODS, THENCE WEST 1294 FEET, THENCE SOUTH 150 FEET, THENCE WEST 73 FEET, THENCE SOUTH 150 FEET, THENCE EAST 23.24 FEET; THENCE SOUTH 00°45'59" WEST 129.22 FEET; THENCE WEST 23.24 FEET; THENCE SOUTH 20.78 FEET, THENCE WEST 283 FEET, THENCE SOUTH 990.45 FEET, MORE OR LESS, THENCE SOUTH 14° EAST 792 FEET, THENCE SOUTH 00°42' EAST 1136 FEET, THENCE SOUTH 72°50' EAST 2162 FEET TO SOUTH LINE OF SAID SECTION; THENCE EAST 282 FEET TO CENTER CHANNEL OF WEBER RIVER, THENCE NORTHERLY, THENCE EASTERLY, THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG SAID RIVER TO A POINT 342 FEET SOUTH OF BEGINNING, THENCE NORTH 342 FEET TO BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING: PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT 633.0 FEET NORTH 00°45'59" EAST ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE NORTH 00°45'59" EAST 237.00 FEET ALONG SAID SECTION LINE TO THE SOUTH LINE OF THE VERNAL HILL PROPERTY, THENCE SOUTH 89°14'01" EAST ALONG SAID SOUTH LINE 172.87 FEET, THENCE NORTH 62°05'41" EAST 43.31 FEET, THENCE SOUTH 89°14'01" EAST 95.37 FEET, THENCE NORTH 00°45'59" EAST 129.22 FEET, THENCE NORTH 89°14'01" WEST 23.24 FEET, THENCE NORTH 00°45'59" EAST 150.00 FEET, THENCE SOUTH 89°14'01" EAST 72.83 FEET, THENCE SOUTH 00°45'59" WEST 537.00 FEET, THENCE NORTH 89°14'01" WEST 355.83 FEET TO THE POINT OF BEGINNING.

PARCEL 2A:

A RIGHT OF WAY FOR INGRESS AND EGRESS AS DISCLOSED BY QUIT CLAIM DEED RECORDED MARCH 09, 2016 AS ENTRY NO. 2782055 OF OFFICIAL RECORDS:

BEGINNING AT A POINT 703.00 FEET NORTH 00°45'59" EAST ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE NORTH 00°45'59" EAST 20.00 FEET ALONG SAID SECTION LINE, THENCE SOUTH 89°14'01" EAST 335.83 FEET, THENCE NORTH 00°45'59" EAST 101.00 FEET, THENCE NORTH 89°14'01" WEST 335.83 FEET, THENCE NORTH 00°45'59" EAST 20 FEET, THENCE SOUTH 89°14'01" EAST 355.83 FEET, THENCE SOUTH 00°45'59" WEST 141.00 FEET, THENCE NORTH 89°14'01" WEST 355.83 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE COUNTY ROAD AND THE SOUTH LINE OF SAID QUARTER SECTION, RUNNING THENCE NORTH ALONG SAID EAST LINE 682.8 FEET, THENCE SOUTH 72°50' EAST 675 FEET, THENCE SOUTH 00°42' EAST TO THE SOUTH LINE OF SAID

QUARTER SECTION, THENCE WEST TO THE PLACE OF BEGINNING.

PARCEL 4:

PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT NORTH 682.8 FEET AND SOUTH 72°50' EAST 1418 FEET FROM THE INTERSECTION OF THE EAST LINE OF THE COUNTY ROAD, AND THE SOUTH LINE OF SAID QUARTER SECTION, AND RUNNING THENCE SOUTH 72°50' EAST 744 FEET TO THE SOUTH LINE OF SAID QUARTER SECTION, THENCE WEST ALONG SAID LINE TO POINT SOUTH 0°42' EAST OF BEGINNING, THENCE NORTH 0°42' WEST TO BEGINNING.

PARCEL 5:

PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT NORTH 682.8 FEET AND SOUTH 72°50' EAST 675 FEET FROM THE INTERSECTION OF THE EAST LINE OF THE COUNTY ROAD AND THE SOUTH LINE OF SAID QUARTER SECTION 18, AND RUNNING THENCE SOUTH 72°50' EAST 742 FEET, THENCE SOUTH 00°42' EAST TO THE SOUTH LINE OF SAID QUARTER SECTION, THENCE WEST ALONG SAID LINE TO A POINT SOUTH 00°42' EAST OF BEGINNING, THENCE NORTH 00°42' WEST TO BEGINNING.

PARCEL 6:

PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY:

BEGINNING ON THE NORTH LINE OF SAID QUARTER SECTION 1390 FEET, MORE OR LESS, EAST OF THE EAST LINE OF THE COUNTY ROAD, AND RUNNING THENCE EAST TO THE WEST BANK OF THE WEBER RIVER, THENCE SOUTH ALONG SAID WEST BANK 1050 FEET, MORE OR LESS, THENCE ALONG THE NORTH BANK OF SAID RIVER IN A NORTHWESTERLY DIRECTION TO A POINT SOUTH 00°42' EAST OF BEGINNING, THENCE NORTH 00°42' WEST TO BEGINNING.

PARCEL 7:

PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY:

BEGINNING ON THE NORTH LINE OF SAID QUARTER SECTION 675 FEET, MORE OR LESS, EAST OF THE EAST LINE OF THE COUNTY ROAD, AND RUNNING THENCE EAST 720 FEET, MORE OR LESS, THENCE SOUTH TO THE NORTH BANK OF THE WEBER RIVER, THENCE ALONG SAID RIVER BANK IN A WESTERLY DIRECTION TO A POINT SOUTH 00°42' EAST OF BEGINNING, THENCE NORTH 00°42' WEST TO BEGINNING.

PARCEL 8:

PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY:

BEGINNING AT INTERSECTION OF THE EAST LINE OF COUNTY ROAD AND NORTH LINE OF NORTHWEST QUARTER OF SECTION 19, THENCE SOUTH 582.4 FEET, SOUTH 62°20' EAST 630 FEET TO WEST LINE OF WEBER RIVER, THENCE NORTHERLY, EASTERLY TO A POINT EAST 670 FEET, MORE OR LESS, AND SOUTH 0°42' EAST OF BEGINNING, THENCE NORTH 00°42' WEST TO NORTH LINE OF SAID SECTION DUE EAST OF BEGINNING, THENCE WEST TO BEGINNING. EXCEPT COUNTY ROAD AS DESCRIBED BY WARRANTY DEED RECORDED SEPTEMBER 25, 1959 AS AS ENTRY NO. 321655 IN BOOK 624 AT PAGE 596 OF OFFICIAL RECORDS.

LESS AND EXCEPT THE PORTION OF PROPERTY AS DESCRIBED IN WARRANTY DEED RECORDED JUNE 27, 2016 AS ENTRY NO. 2800625 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF LAND, SITUATE IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, INCIDENT TO THE CONSTRUCTION OF 1200 SOUTH STREET, WEBER COUNTY, STATE OF UTAH ALSO KNOWN AS PROJECT NO. LG_WC_1200 SOUTH, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF GRANTOR'S PROPERTY, SAID POINT LIES 563.34 FEET SOUTH 00°42'09" EAST ALONG THE WEST LINE OF SAID SECTION 19 AND 200.71 FEET EAST FROM THE NORTHWEST CORNER OF SAID SECTION 19 AND RUNNING THENCE NORTH 44.11 FEET ALONG GRANTOR'S WEST PROPERTY LINE TO A POINT ON THE PROPOSED NORTH RIGHT OF WAY LINE OF 1200 SOUTH STREET (900 SOUTH STREET) ROAD WIDENING PROJECT (LG_WC_1200 SOUTH) THENCE SOUTH 59°34'37" EAST 157.74 FEET ALONG THE PROPOSED NORTH RIGHT OF WAY LINE OF SAID PROJECT TO A POINT OF CURVATURE ON SAID NORTH RIGHT OF WAY LINE, THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE SOUTHEASTERLY 483.97 FEET ALONG THE ARC OF A 4445.20 FOOT RADIUS CURVE TO THE LEFT (CENTRAL ANGLE EQUALS 06°14'17" AND LONG CHORD BEARS SOUTH 62°41'45" EAST 483.73 FEET) ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE GRANTOR'S EAST PROPERTY LINE, THENCE SOUTH 12°44'31" WEST 35.74 FEET ALONG GRANTORS EAST PROPERTY LINE TO GRANTORS SOUTH PROPERTY LINE, THENCE

NORTH 62°20'00" WEST 630.00 FEET ALONG GRANTOR'S SOUTH PROPERTY LINE TO THE POINT OF BEGINNING.

THE PRECEDING DESCRIPTION NEEDS TO BE ROTATED 00°14'13" COUNTER CLOCKWISE TO MATCH PROJECT ALIGNMENT.

PARCEL 9:

PART OF THE EAST HALF OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING 570 FEET SOUTH FROM THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, AND RUNNING THENCE SOUTH TO RIGHT-OF-WAY OF THE CENTRAL PACIFIC RAILROAD, THENCE EAST ALONG SAID RIGHT-OF-WAY 80 RODS; THENCE NORTH 85 RODS, MORE OR LESS, TO THE COUNTY ROAD; THENCE NORTHWESTERLY ALONG SAID ROAD TO A POINT WHICH IS SOUTH 00°30'30" EAST 439.87 FEET, AND NORTH 67°36'20" WEST 737.87 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 24, THENCE SOUTH 00°30'30" EAST 481.06 FEET, THENCE NORTH 73°53' WEST 200.00 FEET, THENCE WEST 460.0 FEET, MORE OR LESS, TO BEGINNING.

EXCEPT COUNTY ROAD AS DESCRIBED BY WARRANTY DEED RECORDED SEPTEMBER 25, 1959 AS ENTRY NO. 321643 IN BOOK 624 AT PAGE 584 OF OFFICIAL RECORDS.

ALSO: PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT WHICH IS SOUTH 00°30'30" EAST 439.87 FEET ALONG SECTION LINE AND NORTH 67°36'20" WEST 737.87 FEET, AND SOUTH 00°30'30" EAST 481.06 FEET AND NORTH 73°53' WEST 200.00 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 24, AND RUNNING THENCE WEST 460.0 FEET, MORE OR LESS, TO WEST LINE OF EAST HALF OF NORTHEAST QUARTER OF SAID SECTION 24, THENCE NORTH 270.0 FEET, MORE OR LESS, TO A POINT 300 FEET SOUTH OF NORTH LINE OF SAID SECTION; THENCE EAST 200 FEET; THENCE NORTH 267 FEET, MORE OR LESS, TO SOUTH LINE OF 900 SOUTH STREET, THENCE EASTERLY ALONG SOUTH LINE OF SAID STREET TO A POINT NORTH 00°30'30" WEST OF THE PLACE OF BEGINNING, THENCE SOUTH 00°30'30" EAST 481.06 FEET TO THE PLACE OF BEGINNING.

ALSO: PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT 300 FEET SOUTH FROM THE NORTHWEST CORNER OF THE EAST HALF OF SAID NORTHEAST QUARTER, AND RUNNING THENCE NORTH 267 FEET, MORE OR LESS, TO THE SOUTH LINE OF 900 SOUTH STREET, THENCE EASTERLY ALONG SAID SOUTH LINE OF 900 SOUTH STREET 200 FEET, MORE OR LESS, THENCE SOUTH 267 FEET, MORE OR LESS, THENCE WEST 200 FEET TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING THE PORTION OF PROPERTY AS DESCRIBED IN WARRANTY DEED RECORDED JUNE 27, 2016 AS ENTRY NO. 2800632 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE BEING PART OF AN ENTIRE TRACT OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, INCIDENT TO THE CONSTRUCTION OF 1200 SOUTH STREET, WEBER COUNTY, STATE OF UTAH ALSO KNOWN AS PROJECT NO. LG_WC_1200 SOUTH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE PROPOSED SOUTH RIGHT OF WAY LINE OF THE 1200 SOUTH STREET (900 SOUTH STREET) ROAD WIDENING PROJECT AND THE EAST LINE OF THE GRANTOR'S PROPERTY, SAID POINT LIES 76.11 FEET SOUTH 00°27'54" WEST AND 866.33 FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION 24 AND RUNNING THENCE NORTHWESTERLY 336.16 FEET ALONG THE ARC OF A 1447.52 FOOT RADIUS CURVE TO THE LEFT, (CENTRAL ANGLE EQUALS 13°18'21" AND LONG CHORD BEARS NORTH 81°53'34" WEST 335.40 FEET) ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 88°32'45" WEST 123.59 FEET ALONG SAID RIGHT OF WAY LINE TO THE GRANTOR'S WEST PROPERTY LINE THENCE NORTH 00°13'14" EAST 14.66 FEET ALONG SAID WEST PROPERTY LINE TO THE NORTH LINE OF GRANTOR'S PROPERTY, THENCE SOUTH 89°46'46" EAST 200.00 FEET ALONG SAID NORTH PROPERTY LINE TO AN ANGLE POINT IN THE GRANTOR'S NORTH PROPERTY LINE; THENCE SOUTH 77°26'12" EAST 261.78 FEET ALONG SAID NORTH PROPERTY LINE TO THE GRANTOR'S EAST PROPERTY LINE, THENCE SOUTH 00°17'16" EAST 7.38 FEET ALONG SAID EAST PROPERTY LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE PORTION OF PROPERTY AS DESCRIBED IN WARRANTY DEED RECORDED JUNE 27, 2016 AS ENTRY NO. 2800633 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE BEING PART OF AN ENTIRE TRACT OF LAND, SITUATE IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, INCIDENT TO THE CONSTRUCTION OF 1200 SOUTH STREET, WEBER COUNTY, STATE OF UTAH ALSO KNOWN AS PROJECT NO. LG_WC_1200 SOUTH. THE BOUNDARIES OF SAID

PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE PROPOSED SOUTH RIGHT OF WAY LINE OF THE 1200 SOUTH STREET (900 SOUTH STREET) ROAD WIDENING PROJECT AND THE GRANTOR'S NORTH PROPERTY LINE, SAID POINT LIES 201.27 FEET SOUTH 00°27'54" WEST ALONG THE EAST LINE OF SAID SECTION 24, AND 548.01 FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION 24, AND RUNNING THENCE NORTHWESTERLY 138.96 FEET ALONG THE ARC OF A 1447.52 FOOT RADIUS CURVE TO THE LEFT (CENTRAL ANGLE EQUALS 05°30'01" AND LONG CHORD BEARS NORTH 64°27'27" WEST 138.91 FEET) ALONG SAID PROPOSED RIGHT OF WAY LINE TO A WEST LINE OF THE GRANTOR'S PROPERTY, THENCE NORTH 00°02'44" WEST 16.39 FEET ALONG SAID WEST PROPERTY LINE TO THE GRANTOR'S NORTH PROPERTY LINE, THENCE SOUTH 58°40'33" EAST 146.73 FEET ALONG SAID NORTH PROPERTY LINE TO THE POINT OF BEGINNING.

PARCEL 10:

PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE MERIDIAN, U.S. SURVEY:

BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE WEST 60 RODS, THENCE NORTH 20 RODS, THENCE WEST 20 RODS, THENCE NORTH 20 RODS, THENCE EAST 80 RODS, THENCE SOUTH 40 RODS TO BEGINNING.

EXCEPT COUNTY ROAD AS DESCRIBED BY WARRANTY DEED RECORDED SEPTEMBER 25, 1959 AS ENTRY NO. 321626 IN BOOK 624 AT PAGE 567 OF OFFICIAL RECORDS.

LESS AND EXCEPTING THE PORTION OF PROPERTY AS DESCRIBED IN WARRANTY DEED RECORDED JUNE 27, 2016 AS ENTRY NO. 2800628 OF OFFICIAL RECORDS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, INCIDENT TO THE CONSTRUCTION OF 1200 SOUTH STREET, WEBER COUNTY, STATE OF UTAH ALSO KNOWN AS PROJECT NO. LG_WC_1200 SOUTH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 13 AND THE GRANTOR'S WEST PROPERTY LINE, SAID POINT LIES 990.00 FEET WEST ALONG THE SOUTH LINE OF SAID SECTION 13 FROM THE SOUTHEAST CORNER OF SAID SECTION 13, AND RUNNING THENCE NORTH 37.90 FEET ALONG SAID WEST PROPERTY LINE TO A POINT ON THE PROPOSED NORTH RIGHT OF WAY LINE FOR THE 1200 SOUTH STREET (900 SOUTH STREET) ROAD WIDENING PROJECT (LG_WC_1200 SOUTH); THENCE SOUTHEASTERLY 185.66 FEET ALONG THE ARC OF A 1547.52 FOOT RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE EQUALS 06°52'26" AND LONG CHORD BEARS SOUTH 78°12'45" EAST 185.55 FEET) ALONG SAID RIGHT OF WAY LINE TO THE SOUTH LINE SAID SECTION 13, THENCE WEST 181.64 FEET ALONG THE SOUTH LINE OF SECTION 13 TO THE POINT OF BEGINNING.

THE PRECEDING DESCRIPTION NEEDS TO BE ROTATED 00°48'40" CLOCKWISE TO MATCH PROJECT ALIGNMENT.

PARCEL 11:

PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT THE NORTHEAST CORNER OF SECTION 24, AND RUNNING THENCE SOUTH 463 FEET, THENCE NORTH 62°20' WEST 990 FEET, THENCE EAST 875 FEET TO BEGINNING.

LESS AND EXCEPTING THE PORTION OF PROPERTY AS DESCRIBED IN WARRANTY DEED RECORDED JUNE 27, 2016, AS ENTRY NO. 2800627 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF LAND, SITUATE IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, INCIDENT TO THE CONSTRUCTION OF 1200 SOUTH STREET, WEBER COUNTY, STATE OF UTAH ALSO KNOWN AS PROJECT NO. LG_WC_1200 SOUTH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 24 AND THE GRANTOR'S SOUTH PROPERTY LINE, SAID POINT LIES 463.00 FEET SOUTH ALONG THE EAST LINE OF SAID SECTION 24, FROM THE NORTHEAST CORNER OF SAID SECTION 24, AND RUNNING THENCE NORTH 62°20'00" WEST 990.00 FEET TO THE NORTH LINE OF GRANTOR'S PROPERTY, THENCE EAST 96.81 FEET TO THE PROPOSED NORTH RIGHT OF WAY LINE OF THE 1200 SOUTH STREET (900 SOUTH STREET) ROAD WIDENING PROJECT (LG_WC_1200 SOUTH); THENCE SOUTHEASTERLY 352.69 FEET ALONG THE ARC OF A 1547.52 FOOT RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE EQUALS 13°03'29" AND LONG CHORD BEARS SOUTH 66°48'31" EAST 351.93 FEET) ALONG SAID PROPOSED NORTH RIGHT OF WAY LINE, THENCE SOUTH 60°16'46" EAST 525.66 FEET ALONG SAID PROPOSED NORTH RIGHT OF WAY LINE TO THE EAST LINE OF SAID SECTION 24; THENCE SOUTH 60.49 FEET ALONG THE EAST LINE OF SAID SECTION 24 TO THE

POINT OF BEGINNING.

THE PRECEDING DESCRIPTION NEEDS TO BE ROTATED 00°27'57" CLOCKWISE TO MATCH PROJECT ALIGNMENT.

PARCEL 12:

PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE SOUTH 463 FEET, THENCE SOUTH 62°30' EAST 183 FEET, THENCE NORTH 00°42' WEST TO THE NORTH LINE OF SAID SECTION, THENCE WEST TO BEGINNING.

EXCEPT COUNTY ROAD AS DESCRIBED BY WARRANTY DEED RECORDED SEPTEMBER 25, 1959 AS ENTRY NO. 321656 IN BOOK 624 AT PAGE 597 OF OFFICIAL RECORDS.

LESS AND EXCEPTING THE PORTION OF PROPERTY AS DESCRIBED IN WARRANTY DEED RECORDED JUNE 27, 2016, AS ENTRY NO. 2800626 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF LAND, SITUATE IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, INCIDENT TO THE CONSTRUCTION OF 1200 SOUTH STREET, WEBER COUNTY, STATE OF UTAH ALSO KNOWN AS PROJECT NO. LG_WC_1200 SOUTH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 19 AND THE SOUTH LINE OF THE GRANTOR'S PROPERTY, SAID POINT LIES 463.00 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID SECTION 19 AND RUNNING THENCE NORTH 60.49 FEET ALONG SAID WEST PROPERTY LINE, THENCE SOUTH 60°16'46" EAST 186.17 FEET ALONG THE PROPOSED NORTH RIGHT OF WAY LINE OF SAID PROJECT TO THE EAST LINE OF GRANTOR'S PROPERTY, THENCE SOUTH 00°42'00" EAST 52.69 FEET ALONG THE EAST LINE OF THE GRANTOR'S PROPERTY TO A POINT ON THE SOUTH LINE OF THE GRANTOR'S PROPERTY; THENCE NORTH 62°30'00" WEST 183.00 FEET ALONG THE SOUTH LINE OF THE GRANTOR'S PROPERTY, TO THE POINT OF BEGINNING.

THE PRECEDING DESCRIPTION NEEDS TO BE ROTATED 00°27'57" CLOCKWISE TO MATCH PROJECT ALIGNMENT.

PARCEL 13:

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 18, AND RUNNING THENCE NORTH 40 RODS; THENCE EAST TO COUNTY ROAD; THENCE SOUTH 00°42' EAST ALONG SAID ROAD TO THE SOUTH LINE OF SAID SECTION; THENCE WEST TO BEGINNING.

PARCEL 14:

PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN:

BEGINNING AT A POINT 658.7 FEET, NORTH FROM THE SOUTHWEST CORNER OF SAID SECTION 18, AND RUNNING THENCE NORTH 40 RODS, MORE OR LESS, TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 18, THENCE EAST 138.2 FEET TO THE WEST LINE OF COUNTY ROAD; THENCE SOUTH 00°42' EAST 40 RODS ALONG THE WEST LINE OF COUNTY ROAD, THENCE WEST 146.2 FEET TO BEGINNING.

PARCEL 15:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

EXCEPT THAT PART DEEDED TO JAMES LEROY WYATT AND BRENDA K. WYATT, HUSBAND AND WIFE RECORDED MARCH 01, 1978 AS ENTRY NO. 730060 IN BOOK 1227 AT PAGE 877 OF OFFICIAL RECORDS.

PARCEL 16:

PARCEL OF LAND LYING AND SITUATE IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN. COMPRISING 4.34 ACRES OF LAND BY ADJUSTING THE BOUNDARIES OF THOSE TWO CERTAIN PARCELS OF LAND DESCRIBED IN THOSE CERTAIN DEEDS RECORDED AS ENTRIES 3037317 AND 3017482 OF THE WEBER COUNTY RECORDS.

BASIS OF BEARING FOR SUBJECT PARCEL BEING SOUTH 89°35'47" EAST 2654.54 FEET COINCIDENT WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 24. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24, THENCE SOUTH 89°45'08" EAST 1306.10 FEET COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 00°01'38" WEST 47.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF 900 SOUTH STREET AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°04'09" EAST

1050.18 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 89°22'10" WEST 186.58 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 00°37'50" EAST 1048.94 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID 900 SOUTH STREET. THENCE SOUTH 89°45'08" EAST 173.76 FEET COINCIDENT WITH SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

PARCEL 17:

PARCEL OF LAND LYING AND SITUATE IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN. COMPRISING 5.12 ACRES OF LAND BY ADJUSTING THE BOUNDARIES OF THOSE TWO CERTAIN PARCELS OF LAND DESCRIBED IN THOSE CERTAIN DEEDS RECORDED AS ENTRIES 3037317 AND 3017482 OF THE WEBER COUNTY RECORDS. BASIS OF BEARING FOR SUBJECT PARCEL BEING SOUTH 89°35'47" EAST 2654.54 FEET COINCIDENT WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24, THENCE SOUTH 89°45'08" EAST 1306.10 FEET COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 00°01'38" WEST 47.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF 900 SOUTH STREET; THENCE NORTH 89°15'08" WEST 203.76 FEET COINCIDENT WITH SAID RIGHT OF WAY LINE TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548" AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°45'08" EAST 30.00 FEET COINCIDENT WITH SAID RIGHT OF WAY TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE SOUTH 00°37'50" WEST 1048.94 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE SOUTH 89°22'10" EAST 186.58 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE SOUTH 00°04'09" EAST 863.58 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTHERN PACIFIC RAIL ROAD AND A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 89°38'59" WEST 227.13 FEET COINCIDENT WITH SAID RAIL ROAD PARCEL TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 00°37'50" EAST 1913.37 FEET TO THE POINT OF BEGINNING.

PARCEL 18:

PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN, US SURVEY:

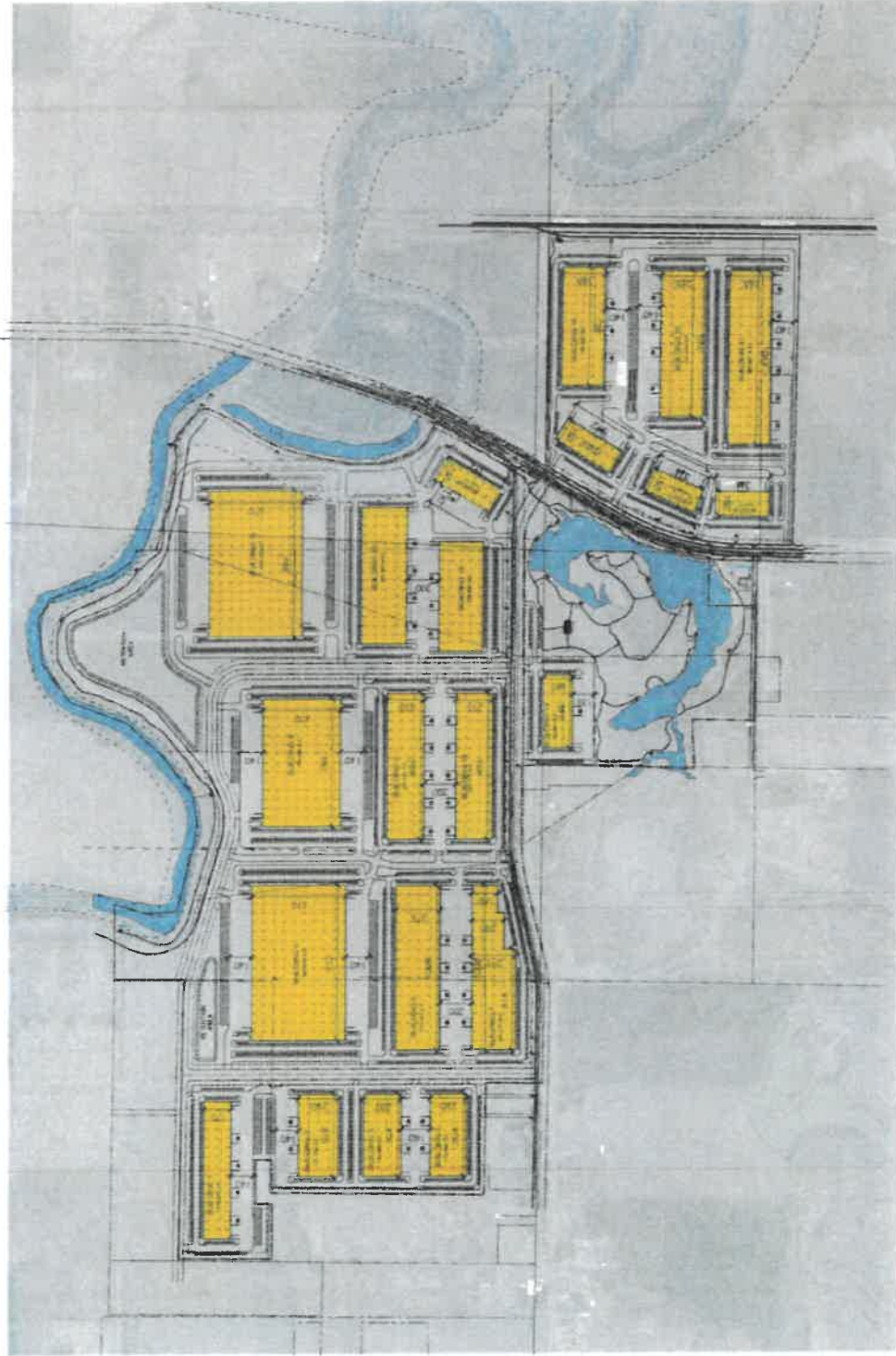
BEGINNING AT A POINT ON THE SOUTH LINE OF THE COUNTY ROAD WHICH IS SOUTH 00°30'30" EAST 439.87 FEET ALONG THE SECTION LINE AND NORTH 67°36'20" WEST 737.87 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 24, SAID POINT IS ALSO NORTH 67°36'20" WEST 737.87 FEET FROM THE RAILROAD SPIKE AT THE INTERSECTION OF THE CENTER LINE OF THE COUNTY ROAD AND THE EAST LINE OF SAID SECTION 24, RUNNING THENCE SOUTH 00°30'30" EAST 481.06 FEET, THENCE NORTH 73°53' WEST 200.00 FEET, THENCE NORTH 00°30'30" WEST 481.06 FEET TO THE SOUTH LINE OF THE COUNTY ROAD, THENCE SOUTH 73°53' EAST 200.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE PORTION OF PROPERTY AS DESCRIBED IN WARRANTY DEED RECORDED JULY 28, 2015, AS ENTRY NO. 2748029 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, INCIDENT TO THE CONSTRUCTION OF 1200 SOUTH STREET, WEBER COUNTY, STATE OF UTAH, ALSO KNOWN AS PROJECT NO. LG_WC_1200 SOUTH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE PROPOSED SOUTH RIGHT OF WAY LINE OF THE SAID 1200 SOUTH STREET (900 SOUTH STREET) ROAD WIDENING PROJECT (LG_WC_1200 SOUTH) AND THE GRANTOR'S WEST PROPERTY LINE, SAID POINT LIES 76.13 FEET SOUTH 00°27'54" WEST AND 866.26 FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION 24, AND RUNNING THENCE NORTH 00°16'46" WEST 7.40 FEET ALONG THE GRANTOR'S WEST PROPERTY LINE TO A POINT ON THE GRANTOR'S NORTH PROPERTY LINE; THENCE SOUTH 73°39'46" EAST 200.00 FEET ALONG SAID NORTH PROPERTY LINE TO A POINT ON THE GRANTOR'S EAST PROPERTY LINE, THENCE SOUTH 00°16'46" EAST 16.42 FEET ALONG SAID EAST PROPERTY LINE TO A POINT ON THE PROPOSED SOUTH RIGHT OF WAY FOR SAID (LG_WC_1200 SOUTH) PROJECT, THENCE NORTHWESTERLY 202.93 FEET ALONG THE ARC OF A 1447.52 FOOT RADIUS CURVE TO THE LEFT (CENTRAL ANGLE EQUALS 08°01'56" AND LONG CHORD BEARS NORTH 71°13'15" WEST 202.76 FEET) ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

EXHIBIT "B-1"
[Master Plan]



Scale 1:2000
 0 300 600 900 1200
 Meters

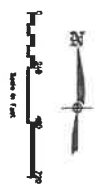
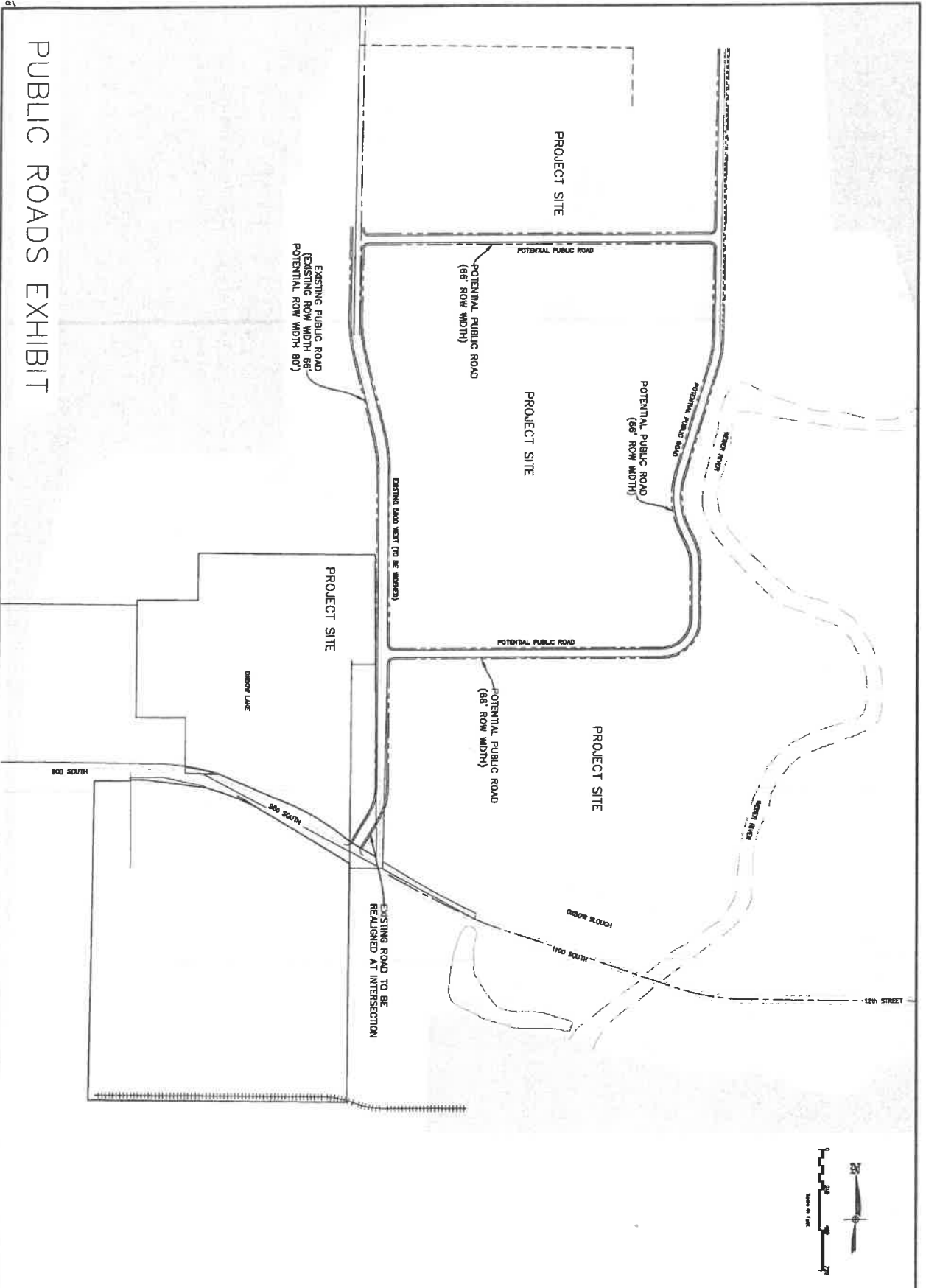


BLACK PINE - West Weber Industrial

WERKSTADT UTM

EXHIBIT "B-2"
[Depiction of Roadways]

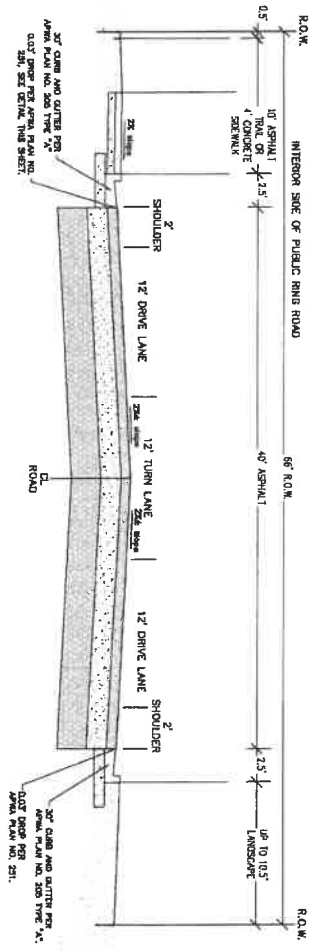
PUBLIC ROADS EXHIBIT



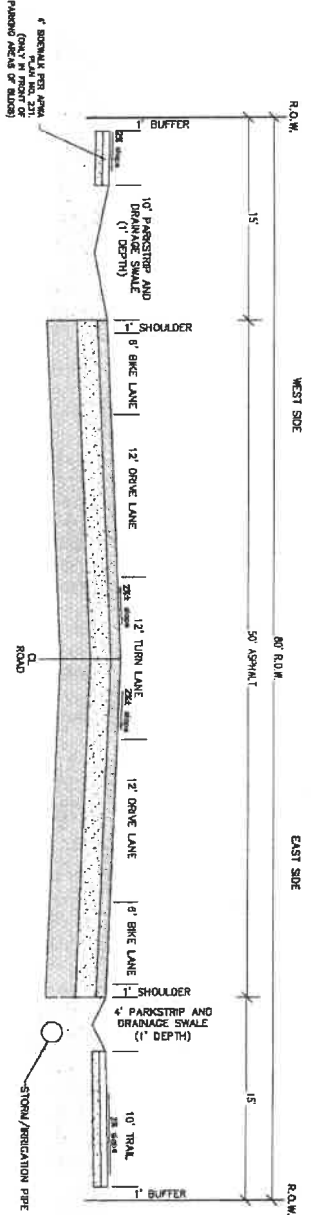
<p>SHEET NO. EXH.1</p> <p>PROJECT NO. DATE 10718 9/18/18</p> <p>DRAWN BY 10/20/18</p>	<p>PROMONTORY COMMERCE CENTER 5900 WEST 12th STREET - WEST WEBER, UTAH PUBLIC ROADS EXHIBIT</p>	<p>CIR CIVIL ENGINEERING & SURVEYING 10718 9 BECKSTEAD LANE, SUITE 102 South Jordan, Utah • 901-643-2299</p>	<table border="1"> <thead> <tr> <th>NO.</th> <th>REVISIONS</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>DRAWN BY: PROJECT ENGINEER SDT</p>	NO.	REVISIONS	BY	DATE												
NO.	REVISIONS	BY	DATE																

EXHIBIT "C"
[Zoning Map]

EXHIBIT "D"
[5900 West Street and Ring Road Cross-Sections]



PUBLIC RING ROAD
68' R.O.W. CROSS-SECTION



5900 WEST
80' R.O.W. CROSS-SECTION

EXHIBIT "E"
[Park Area]

EXHIBIT E
[Park Area]



EXHIBIT "F"
[Design Guidelines]

EXHIBIT F

[Design Guidelines for Property]

In building any structure for the Manufacturing Technology Zone (M-T), as defined in County's Current Laws, on the Property, the following design guidelines must apply:

1. Developer will assure buildings are color integrated concrete tilt up buildings with decorative reveals, offset in both the primary wall height and wall planes, recessed header reveal contrasting color, vertical relief, such as an awning, shall be provided at or around main entrance points, and dark sky compliant architectural grade exterior wall mounted light fixtures.
2. Developer will not build prefabricated metal buildings.
3. Developer will assure that design themes and architectural elements remain consistent throughout all buildings developed.
4. Developer will incorporate variations: A minimum of three (3) colors per elevation shall be required.
 - a. Primary Materials: Brick, stone, ceramic tile, wood fiber/composite siding, tilt-up exposed concrete, and concrete masonry units (CMU), are acceptable primary materials. CMU must be colored and feature decorative or architectural finishes such as honed, scored, offset or split face. Gray CMU block is not an acceptable finished building material and shall not be permitted on any finished building elevation with the exception of minimal foundation exposure.
 - b. Secondary Materials: Secondary materials may include, wood siding, awnings, wood timbers or metal components when the components are architectural metal cladding.
5. Developer will assure that each building entrance shall have a minimum of two (2) primary and/or secondary materials. No more than fifty percent (50%) of the building entrances shall be constructed of any one primary material.
6. Where an elevation of a building faces a street right-of-way that is or is planned to be 80 feet or wider but has no entrance onto such road, a minimum of five percent (5%) calculated on linear footage of the building wall shall be glass or other architectural elements of interest.

EXHIBIT "G"
[Landscaping Standards]

EXHIBIT G

[Screening and Landscape Guidelines for Property]

In building any structure for the Manufacturing Technology Zone (M-T), as defined in County's Current Laws, on the Property, the following screening and landscape guidelines must apply:

Screening:

1. All mechanical equipment shall be screened from view, either by enclosure or parapet wall.
2. Dumpsters shall be screened from view by concrete screen walls incorporated within the truck courts or enclosed within a concrete or masonry enclosure designed to be compatible with the overall project architecture.

Landscape:

1. **Adaptability:** Plant materials shall be selected for their adaptability to the environment.
2. **Low Water Usage:** Selected plant materials shall have low water usage attributes.
3. **Plant Materials to Complement:** Selected plant materials shall complement the proposed architecture by adding emphasis to primary points of public access to buildings, by providing shade to commonly used paths for pedestrians and to contrast larger continual planes of the buildings.
4. **No Interference:** Plant materials shall not interfere with anticipated large vehicles using roads and service bay areas.
5. **Additional Landscaping Emphasis:** Additional landscaping emphasis shall be added to highly visible traffic corridors connecting to either 1200 South or 5900 West and lessened emphasis will be required on landscaping adjacent to primarily industrial and warehouse uses are geographically removed from these major roads.
6. **Plants Lists:** Plants shall be selected, with consideration given to specific microclimatic conditions, including sun, shade, solar aspect, the size and growth habit of selected species at maturity and the overall landscape design concept.
7. **Landscaping Minimum:** Each new phase shall meet a minimum ten percent (10%) overall landscape percentage. This ten percent (10%) overall minimum landscape percentage is calculated as total landscaped area over developed site area.
8. **Plans:** Landscaping plans shall be submitted to the County Planning Department for review and approval in accordance with the landscape standards set forth in this section.