

## DEVELOPMENT FEE AGREEMENT

This Development Fee and Services (“**Agreement**”) is made and entered into on the date of execution below (“**Contract Date**”), by and between the **WEBER COUNTY SERVICE AREA #6/WEST WARREN PARK DISTRICT**, a political subdivision within the state of Utah (“**District**”), and **LYNC CONSTRUCTION**, a Utah corporation (“**Developer**”). District and Developer are referred to herein as the “**Parties**” and sometimes individually as a “**Party**.”

### RECITALS

- A.** The District owns Parcel No’s. 100440013 100440058, which is located at 7100 West 900 South within the District’s boundaries and within unincorporated Weber County (“**Park Property**”).
- B.** The Developer has applied for a development agreement with Weber County.
- C.** As part of the application process, the Developer has entered into an agreement with West Warren Park District as required by Weber County’s Master Plan.
- D.** The Developer is willing to pay to the District a per-lot fee.
- E.** Developers shall pay to the District \$7,500 (seventy five hundred dollars) for each lot that Weber County approves for development in the Developer’s development agreement (the “**Development Fee**”). Developer is currently seeking approval for 107 lots, and therefore the Development Fee equals \$802,500. If Weber County otherwise approves more or fewer than 107 lots, then the Development Fee shall be adjusted to equal \$7,500 multiplied by the final number of lots approved for residential development. Prior to each development phase construction, West Warren Park requires payment of the full amount due (\$7,500 X total homes in that phase) before the phase begins.

### Article II

#### TERM AND TERMINATION

- A. Term.** The term of this agreement is one year. The term shall begin upon the day of execution.
- B.** The contract between Lync Construction/Marriot Properties Longhorn Subdivision will require a yearly review as well as with each phase by the West Warren Park Board and Pat Burns. The park board has the right to amend the amount with each review.
- C.** If the Developer, sales any piece of the property currently outlined in the attached rezone application, our agreement goes with it.
- D. Termination.** This agreement may be terminated before the term expires upon mutual written and signed consent of both parties. Developers shall pay the District any outstanding Development Fee within 60 days of early termination.

### ARTICLE III

#### MISCELLANEOUS

- A. Indemnification.** Developer shall indemnify and hold harmless District and its agents and employees from and against any and all claims, damages, losses, and costs, whether direct, indirect, or consequential, arising out of or resulting from Developer’s negligent acts or omissions related to this agreement. Developer’s negligent acts or omissions shall also include negligent acts or omissions by any subDeveloper, any person or organization directly or indirectly employed by Developer or any subDeveloper to perform or furnish any of the In-Lieu Services, or anyone for whose acts any of them may be liable. Developer’s obligation to indemnify District is not limited or waived in any way by Developer’s insurance coverage limits. Developer will be required to indemnify District to the fullest extent allowed by law, regardless of whether District has sufficient insurance to cover this obligation.
- B. Governing Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
- C. Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law, unless the invalidation of the term materially alters this Agreement. If the invalidation of the term materially alters the Agreement, then the Parties shall negotiate in good faith to modify the Agreement to match, as closely as possible, the original intent of the Parties.
- D. Whole Agreement.** This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and all prior negotiations, understandings, representations, inducements, and agreements, whether oral or written and whether made by a party hereto or by anyone acting on behalf of a Party, shall be deemed to be merged in this Agreement and shall be of no further force or effect.
- E. Effect of Non-Enforcement.** The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**SIGNATURES**

FOR: **Weber County Service Area #6/West Warren Park District**

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Joe Giordano, Chair

ATTEST

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Calene Ingram, Clerk

FOR: \_\_\_\_\_

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Name/Title: \_\_\_\_\_