

**SECOND AMENDMENT
TO
WEBER COUNTY
ZONING DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO WEBER COUNTY ZONING DEVELOPMENT AGREEMENT (this "**Amendment**") is made to be effective as of date this Amendment is approved by the Weber County Commission and is made by and between Summit Mountain Holding Group, L.L.C., a Utah limited liability company, ("**Developer**") and Weber County, a body politic in the State of Utah ("**County**") with reference to the following:

RECITALS:

A. Developer and County are parties to that certain Weber county Zoning Development Agreement (the "**ZDA**") dated as of January 13, 2015. A true and correct copy of the ZDA is attached and incorporated into this Amendment as Exhibit A. Any undefined capitalized terms used in this Amendment shall have the same meanings ascribed to such terms in the ZDA.

B. Developer's predecessor-in-interest and the County entered into that certain Weber County Zoning and Development Agreement by and between the County and Western America Holding, LLC a Utah limited liability company recorded in the Office of the Recorder for the County as Entry # 2607988 on November 29, 2012 (the "**Original ZDA**"). The Original ZDA was amended by that certain First Amendment to the Powder Mountain Zoning and Development Agreement made by and between Developer and the County dated as of September 10, 2013 (the "**First Amendment to the Original ZDA**") pursuant to which Developer assumed obligations under the Original ZDA.

C. The ZDA and the Original ZDA, as amended, were further amended by that certain First Amendment to ZDA recorded as of July 12, 2019. A true and correct copy of the First Amendment to ZDA is also attached and incorporated into this Amendment as Exhibit A. The Original ZDA and the ZDA as previously amended as described above are referred to in this Amendment as the Existing ZDA.

D. Developer and the County desire to amend the Existing ZDA in accordance with Section 3 to: (i) approve a revised Overall Land Use Plan and revised Conceptual Development Plans for the Development Areas A, B, C, D, E, and F, more particularly described in Exhibit "B" which is attached and incorporated into this Amendment by this reference.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants set forth below, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, Developer and the County agree as follows:

AGREEMENT:

1. Recitals. The above recitals are an integral part of the agreement and understanding of Developer and County and are incorporated into this Amendment by this reference.

2. Amendment to Exhibit B. Exhibit B of the Existing ZDA shall be deleted in its entirety and amended and restated with Exhibit B attached and incorporated into this Amendment.

3. Concept Development Plan. Section 3.2 of the Existing ZDA shall be deleted in its entirety and replaced with the following:

“Weber County shall retain the right to approve or deny more specific/detailed Concept Development Plans for Areas A through F. The concept development plans shall be approved prior to or in conjunction with the first application for site plan or subdivision approval within each development area.

Notwithstanding the foregoing, the Developer and County acknowledge that the Land Use Plan as provided for in Exhibit B to the Agreement (i) is conceptual in nature and may be further refined by the parties, and (ii) that specifics regarding locations of roads, building area and product types (e.g. multi-family, mixed-use, single family, corporate retreats, etc.) may be moved within the areas generally depicted as A through F. Unit density for each Area (A through F) is fixed and may not be transferred between Areas. Concept Development Plans for each Area are expected to evolve and be presented in phases in the context of a more detailed master plan for each Area. County approvals for these Concept Development Plans will technically be handled at the Staff level and will not require amendment of the ZDA or Land Use Plan.”

4. Effect of Second Amendment. Except as expressly modified by this Amendment, all the terms and conditions of the ZDA shall remain in full force and effect. In the event of a conflict between the terms of the ZDA and this Amendment, this Amendment shall control.

5. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties having been duly authorized, have executed this Amendment to be effective as of the date this Amendment is approved by the Weber County Commission.

Approved by the undersigned parties this _____ day of _____ 2022.

DEVELOPER:

SUMMIT MOUNTAIN HOLDING GROUP, L.L.C., a
Utah limited liability company

By Summit Revolution LLC, its sole member

By: _____
Anne C. Winston
Authorized Signatory

COUNTY:

WEBER COUNTY CORPORATION

By: _____

Name:

Title:

ATTEST:

By: _____

Name:

Title: Weber County Clerk/Auditor

EXHIBIT A

Copy of ZDA and First Amendment

See attached.

EXHIBIT B

Amended and Restated Master Plan

See attached.

