

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, dba 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 is a special district and independent political subdivision of the state of Utah, operating under Title 17B, Chapter 2a, Part 9, the Service Area Act, for the purpose of providing parks and recreation services within the boundaries of the District.
- B.** The District’s West Warren Park is located at 7100 West 900 South, and is located within unincorporated Weber County (the “**Park Property**”).
- C.** Historically, the District has operated only the Park Property, a 7.5-acre park in a community of approximately 800 residents. Weber County development plans would result in a projected increase in the District’s population of over 500 new residents.
- D.** National recommended standards for parks and recreation are to preserve and operate 10 to 15 acres of parks land per 1,000 residents. The District is already below this standard, and without taking action, the anticipated additional growth in the area will exacerbate the existing deficit.
- E.** The District desires and plans to improve and grow parks and recreation land and facilities within the District’s boundaries in coming years, especially in light of anticipated new growth.
- F.** Developer has applied for a development agreement with Weber County for property described in Attachment “A” to this Agreement. The Weber County Master Plan requires developers to enter agreements with relevant special districts, including this District, to address impacts of the new developments on those special districts.
- G.** The Districts preferred method of receiving contributions from developers is through direct monetary payments, enabling us to invest in parks and recreation projects that strategically address community needs. However, we are open to considering donations of land in specific instances where the parcel aligns with our long-term development plan and provides clear benefits to residents. Any such land donation would be thoroughly evaluated for suitability and its value credited toward the developer's financial contribution.
- H.** In conjunction with Developer’s agreement with Weber County, and in furtherance of Weber County’s Master Plan, the Parties desire to enter this agreement to address and account for the impact of Developer’s development on the District’s operations.

AGREEMENT

- 1.** Developer shall pay to the District \$7,500 (seven thousand 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 rezoning West Creek Estates, this property currently in a rezone to R1-15 and now are seeking rezoning it to R3 which will allow for up to 169 lots on this roughly 30 acre parcel, and therefore the Development Fee equals \$ 1,267,500. If Weber County ultimately approves more or fewer than 169 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 phase begins.
2. The parties agree and acknowledge that an essential link exists between the Development Fee and the legitimate governmental interest in providing adequate parks and recreation space and opportunities for District residents, especially considering the added burden of the new growth on the District’s operations, and the District’s legitimate desire to maintain national standards regarding the ratio of parks and recreation spaces to number of residents. Furthermore, the parties agree and acknowledge that the Development Fee is roughly proportionate to the impact of the development, in that the Development Fee is roughly equal to (if not less than) the public cost necessary to address the impact of the new development on the District.
 3. This agreement shall expire if the Developer has not received development approval from Weber County within one year of the date of this agreement. Once Weber County has approved all or part of any of Developer’s developments, this agreement shall remain in effect until all terms of the agreement have been satisfied.
 4. This agreement is subject to a yearly review as well as a review before each new phase of development. Such reviews will be conducted by the District’s Board of Trustees and Pat Burns. The District’s Board of Trustees has the right to amend the amount of the Development Fee with each review.
 5. If Developer or any related owner of real property subject to this Agreement sells any piece of the property subject to this agreement, before the Development Fee has been paid, Developer is responsible for ensuring that the new property owner negotiates a similar agreement with the District. Until a new agreement is entered, Developer shall remain subject to and liable under this agreement for any Development Fees owed under this Agreement, as it may be amended from time to time.
 6. The District shall maintain accurate records regarding the payment of Development Fees and which lots those fees relate to.
 7. This agreement may be terminated before the term expires upon mutual written and signed consent of both parties. Developer shall pay District any outstanding Development Fee within 60 days of early termination.
 8. 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 sub-developer, any person or organization directly or indirectly employed by Developer or any sub-developer, 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.

9. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
10. 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.
11. 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.
12. 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 dba West Warren Park District**



Joe Giordano, Chair

Date: 6/4/24

ATTEST

FOR: **LYNC CONSTRUCTION**

Name/Title: _____

Date: _____

Attachment "A"

Description of Development Property (narrative or map)

30-acre land parcel, identified as parcel number 10-035-0072, located at 6150 W 900 S, Ogden
Utah 84404 ("Property")