

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into this 20th day of October, 2020 (the "*Effective Date*"), by and between Morgan County, hereinafter the "*County*," and Staker & Parson Companies, a corporation organized under the laws of the State of Utah, hereinafter the "*Developer*."

RECITALS

A. Developer is the owner of, has control of, or is under contract to purchase approximately 52.41 acres of land located in Morgan County, as is more particularly described on EXHIBIT A, attached hereto and incorporated herein by reference (the "*Property*").

B. The Property was rezoned to Town Center District zoning, under the County's existing zoning ordinances. Developer desires to develop upon the Property as a mixed use, master planned project to include (a) residential development consisting of up to two hundred forty four (244) single and multi-family residential lots and (b) commercial development consisting of uses permitted under the zoning ordinance ("*Project*"). Developer intends to develop this subdivision in multiple phases.

C. On May 7, 2019, the County Council approved Ordinance 19-04, vesting zoning of the Property to Town Center District zoning.

D. The Developer and County acknowledge that certain Concept Plan set forth on EXHIBIT B, attached hereto and incorporated herein by reference (the "*Concept Plan*"), which will govern the density, development and use of the Property.

E. Developer or assignee shall design, develop, and construct common improvements on the Project in accordance with applicable laws, rules, ordinance, and regulations, including the County's zoning ordinance in effect on the date on which the Development Agreement for development of the Project on the Property is approved.

F. The County has the authority to enter into this Agreement pursuant to Utah Code Ann. ("*Utah Code*") Section 17-27a-102(1)(b) and relevant provisions of the zoning ordinance, and the County desires to enter into this Agreement with the Developer for the purpose of establishing specific rights and obligations of the County and the Developer with respect to the Project in accordance with the terms and conditions of this Agreement.

G. This Agreement is consistent with the zoning ordinance and satisfies the requirement for the County and the Developer to enter into a mutually acceptable development agreement.

H. The Parties intend to be bound by the terms of this Agreement as set forth herein.

AGREEMENT

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

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

2. Zoning. The Property shall be developed in accordance with (i) the requirements of the Town Center District Zoning Ordinance, (ii) the Concept Plan (subject to changes that may be made to such Concept Plan in the manner described herein), and (iii) this Agreement. The County Council has reviewed this Agreement and determined that it is consistent with and conforms to the County Land Use, Development, and Management Act, Utah Code Ann. §§17-27a-101, *et seq.*, the zoning ordinance, and the Morgan County General Plan, and that it provides for and promotes the health, safety, welfare, convenience, aesthetics, and general good of the community as a whole. The parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to the terms of, Utah Code Ann. §17-27a-102(b).

3. Governing Standards and Guidelines.

a. Generally. The Concept Plan, Ordinance 19-04, and this Agreement establish the development rights for the Project, including the general use, maximum residential density (i.e., 244 single and multi-family units), intensity and general configuration for the Project. The Project shall be developed by the Developer in accordance with the Concept Plan and this Agreement, subject to any deviations or modifications allowed herein. All Developer submittals must comply with Morgan County Code and this Agreement. Any standards not addressed in this agreement shall follow County regulations and standards. Subject to the terms of this Agreement and the zoning ordinance, variations to the Concept Plan, such as exact building locations, exact locations of open space and parking, type of commercial use, location of residential lots and units, and changes to building size may be varied by the Developer with County Council or Planning Commission approval. So long as Developer complies with the terms of this Agreement, Developer reserves the right to develop the Project on a phase by phase through the County subdivision review process basis and in whichever order it determines in its sole discretion.

b. Permitted Uses. Table 8-5C-3 of the Morgan County Code is attached hereto as EXHIBIT C and identifies the permitted uses within the Town Center District.

i. Residential Use of Density. Subject to Section 3(a) above, Developer may at its reasonable discretion determine lot configuration, location, sizes and types, provided that such determination shall be in substantial compliance with the Concept Plan, Supplemental Design Guidelines (defined below), Morgan County Town Center Design Standards, zoning ordinance, and this Agreement.

ii. Commercial Use. Developer may plan and develop the portions of the Project identified in the Concept Plan as commercial use in the ordinary course of Developer’s phasing of the Project, and the specific type and nature of uses Developer plans and develops shall be consistent with and permitted under the Town Center District, except as otherwise provided herein. Developer hereby agrees to develop the Project in accordance with the Concept Plan and the Town Center District including a minimum of thirty-five percent (35.0%) of the development area being designated for commercial uses. The parties acknowledge that the commercial and mixed use locations in the Concept Plan are conceptual in nature (including the exact location and specific boundaries of the parcels), and may be modified through the subdivision review process to conform to a more detailed design, engineering information, other pertinent information applicable to the Project, or as otherwise set forth in this Development Agreement.

a. Reduction of Commercial Use Designation. If, following County consent, which consent shall not be unreasonably withheld, conditioned, or delayed, the Project’s designated commercial area is included with the Village at Trapper’s Loop’s (“VTL”) Concept Plan, the total designated commercial area for both the Project and

VTL shall be capped at thirty-five percent (35.0%) with the amount of commercial designation within the Project and VTL to be determined by Developer and VTL's developer, but in all events consistent with the Town Center District standards. Notwithstanding any provision herein to the contrary, following any reduction to the designated commercial areas, Developer shall be entitled to replace such commercial reduction with residential density mutually agreed to by the County and Developer, at the time the VTL concept plan is approved but in no event to exceed one hundred (100) additional residential units.

c. Access. In order to satisfy the requirement to have primary and secondary access, the Developer may rely upon and use the two (2) access points to the South of the Project (as depicted on the Concept Plan), which are deemed adequate and acceptable to the County. Notwithstanding anything in the foregoing to the contrary, any variations desired by Developer to the Project from what is depicted in the Concept Plan shall not, under any circumstances, (i) allow the single-family residential lots adjoining the Rollins Ranch subdivision (the "***Bordering Lots***") to the east to be smaller in size than twelve thousand (12,000) square foot minimum lots, or (ii) modify Developer's obligations with respect to development of the Project.

d. CC&Rs. Developer shall, in the ordinary course of development of the Project, and prior to any subdivision plats, as required by Morgan County Code, form one or more homeowners association(s) and incorporate one or more sets of commercially suitable codes, covenants and restrictions for the Project. The general structure may contemplate a master association with sub-associations, one association with neighborhood associations for different uses within the Project, or such other structure that is commercially suitable for the Project and its overall long-term maintenance and upkeep plan.

e. Short and Long Term Rentals. Developer, or its successors in interest, may utilize any units identified as townhomes and/or single-family residences in the Concept Plan as short term or long term rentals as per Morgan County Code, which includes the use, occupancy, rent, or lease, for direct or indirect remuneration, of any such unit for any period.

f. Open Space. The anticipated acreage for open space within the Project is identified in the Concept Plan, Developer shall not be required to exceed the acreage designated as open space in the Concept Plan. Open Space shall be developed according to the Morgan County Town Center Design Standards.

g. Development Report; Sell to Subdevelopers. Concurrent with the recordation of a final plat or commercial site plan for portions of the Property, Developer shall provide the County a development report showing the number of residential units used within the portions of the Property subject to such final plat or commercial site plan (if applicable), and the number of unused residential units available for remaining undeveloped portions of the Property. Any portion of the Property sold by Developer to a subsequent subdeveloper shall include the transfer of a specified portion of the total approved residential units hereunder, and for any non-residential use, shall specify the type of such other use sold, if known at such time.

4. Architectural and Construction Standards and Requirements. Developer acknowledges and agrees that all residential dwellings to be constructed within the Project shall be designed to comply with the Morgan County Town Center Design Standards and the Supplemental Design Guidelines (defined below). Should the Town Center Design Standards conflict with the Supplemental Design Guidelines the more restrictive code or standard shall apply. All construction on the Property shall be conducted and completed in accordance with this Development Agreement

and applicable Morgan County Building and Land Use Codes. Developer has prepared supplemental architectural guidelines and standards in addition to the Morgan County Town Center Design Standards (“*Supplemental Design Guidelines*”), which Supplemental Design Guidelines are attached hereto as EXHIBIT D and incorporated herein by this reference.

5. Vested Rights and Reserved Legislative Powers.

a. Vested Rights. To the maximum extent permitted under the laws of the County, the State of Utah and the United States, the parties hereto intend that this Agreement grants to Developer the right to develop the Project, as outlined in and subject to the requirements set forth in this Agreement, without modification or interference by the County (collectively, the “*Vested Rights*”). The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity. The parties specifically intend that this Agreement grants to Developer “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann. §17-27a-509.5.

b. Applicable Development Regulations. Neither the County nor any department or agency of the County shall impose upon the Project (whether by initiative, or other means) any ordinance, resolution, rule, regulation, standard, directive, condition or other measure (each, a “*New Law*”) that reduces or impacts the development rights provided by this Agreement or by the Vested Rights. Without limiting the generality of the foregoing, any New Law shall be deemed to conflict with this Agreement and/or the Vested Rights if it would accomplish any of the following results in a manner inconsistent with or more restrictive than Applicable Law, either by specific reference to the Project or as part of a general enactment that applies to or affects the Project: (i) change any land uses or permitted uses of the Project; (ii) limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner so long as all applicable requirements of this Agreement, the zoning ordinance are satisfied; or (iii) apply to the Project any New Law otherwise allowed by this Agreement that is not uniformly applied on a County-wide basis to all substantially similar types of development projects and project sites with similar land use designations. Notwithstanding the foregoing, if Developer considers any New Law to be beneficial to the Project, this section does not require Developer to comply with the superseded ordinance, but rather in such cases, Developer may with County approval, which approval may not be unreasonably withheld, conditioned, or delayed, elect to request that the New Law apply to the Project.

c. Reserved Legislative Powers. The Developer acknowledges that the County is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the County all of its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation of the police powers, such legislation shall not modify the Developer’s vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 17-27a-509.5 of the County Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. County of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

6. Special Assessment Areas, Limited Purpose Government Entities, Public Infrastructure Districts, Interlocal Agreements and Community and Economic Development Areas.

a. Other Limited Purpose Governmental Entities. Subject to the completion of necessary feasibility studies, as mutually agreed by the County and Developer and conducted

by an independent consultant, with expertise, jointly selected by the County and the Developer and funded by the owner, that identifies the benefits and obligations to the County and the Developer, the County agrees:

i. To discuss and cooperate with the Developer regarding establishing one or more special service districts, improvement districts, service areas, or other limited purpose governmental entities, as provided and authorized by Utah law, for the purposes of providing required services to the Project, or portions thereof.

ii. Such special service districts, improvement districts, service areas, or other limited purpose governmental entities may be established with respect to the Property and other nearby property that the owner(s) thereof elect to submit to such district or other governmental entity, including, but not limited to gas, power, telecommunications culinary water, sanitary sewer, storm drainage and flood control, parks and recreation, solid waste, transportation facilities, street maintenance and lighting, emergency medical, fire protection and public safety; provided, however, any and all such service districts or areas shall not create any financial liabilities for the County, except as may be expressly authorized by the County at the time of their creation.

iii. To reserve its rights under applicable Utah law to decide whether to exercise its authority to establish formally any special service districts, improvement districts, service areas, or other limited purpose governmental entities for the Property, or any portion thereof, which rights shall not be unreasonably exercised.

iv. The County agrees not to protest the establishment of any special service district, improvement district, service area, or other limited purpose governmental entity, that includes the Property and other property included with the consent of the owner(s) thereof determined necessary by the Developer, and directed to the benefit of the Property so long as such district or area does not create any financial liabilities for the County, except as may be expressly authorized by the County.

b. Public Infrastructure District. Notwithstanding anything to the contrary in this Section 6, the County and Developer specifically agree and acknowledge that the Developer shall be entitled to seek the creation of one or more Public Infrastructure Districts permitted pursuant to Utah statutes, particularly Chapter 2a, Part 12 of the Public Infrastructure District Act, as amended (the "PID Act") as determined by the Developer, in order to implement and facilitate the financing, construction and operation of public infrastructure for the Property. Subject to the provisions of the PID Act, the County and Developer agree to continuing cooperation in connection with the formation and operation of Public Infrastructure Districts in order to accommodate development circumstances, to fund, construct and/or provide public facilities and services set forth in this Development Agreement or otherwise required in connection with the development of the Property, including but not limited to gas, power, telecommunications culinary water, sanitary sewer, storm drainage and flood control, parks and recreation, solid waste, transportation facilities, street and street maintenance and lighting, emergency medical, fire protection and public safety, streets, water, sewer and drainage, within or otherwise serving all or a portion of the Property. The County agrees that it will exercise any rights reserved to the County under the PID Act in connection with the establishment or operation of any Public Infrastructure District for the Property in accordance with the requirements of the PID Act, or any portion thereof. The County agrees that any obligation set forth in this Development Agreement for the financing and construction of public improvements which are required to serve the Property, which will be owned by the County, a Public Infrastructure District or other limited purpose governmental entity may be undertaken, performed and completed by a Public

Infrastructure District, subject to the requirements of the PID Act and the approval of the County consistent therewith. Any Public Infrastructure District created for the Property, or any portion thereof, shall not create any financial liabilities for the County.

c. Interlocal Agreements. The County agrees to reasonably cooperate with the Developer regarding the establishment of one or more interlocal cooperation agreements, as provided and authorized by Utah law, for the purposes of providing cooperation and coordination by and between any political subdivision of the State of Utah, special assessment areas, special service districts, improvement districts, limited purpose local government entities, provided that such interlocal agreements do not create any financial liabilities for the County unless the County is a party to the interlocal cooperation agreement and the County expressly approves and authorizes such financial liabilities. The County expressly reserves its rights under applicable Utah law to decide whether to exercise its authorities to enter into any interlocal cooperation agreements, which rights shall not be unreasonably exercised.

7. County Obligations.

a. The County may at its sole discretion accept improvements intended for public use and constructed by Developer, or Developer's contractors, subcontractors, agents or employee, if the improvements meet County standards applicable to the Project at the time of acceptance through the subdivision dedication process. Following such approval by the County, the County shall be solely responsible for all accepted improvements.

b. The roads in the Project may be public roads, unless the Developer elects in its discretion to consider any road private. If Developer considers any road private, then the County shall not be obligated to maintain such road.

8. Payment of Fees.

a. Developer or assigns shall pay to the County all fees (including but not limited to, plan review fees, Impact Fees, hookup fees and inspection fees) in amounts consistent with the County fee schedule.

9. Construction Standards and Requirements.

a. Subdivision, Building and Grading Permits. No residence(s), building(s), or other structures shall be constructed within the Project without the Developer or subdeveloper(s) first obtaining subdivision approval and building permits for the same.

10. Default. An "Event of Default" shall occur under this Agreement if any party fails to perform its obligations hereunder when due and the defaulting party has not performed the delinquent obligations within ninety (90) days following delivery to the delinquent party of written notice of such delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 90-day period, a party shall not be in default so long as that party commences to cure the default within that 90-day period and diligently continues such cure in good faith until complete. Prior to either party exercising any default remedies set forth in Section 7(a) below, the non-defaulting party hereby agrees to meet and confer with the defaulting party to explore and determine, in good faith, a mutually acceptable resolution to cure the default or an acceptable plan to cure the default in the future.

a. Remedies. Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to exercise all of the following rights and remedies against the defaulting party:

1. All rights and remedies available at law and in equity, including injunctive relief, specific performance, and termination, but not including damages or attorney's fees.

2. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or development activity pertaining to the defaulting party as described in this Agreement until such default has been cured.

3. The right to draw upon any security posted or provided in connection with the Property or Project by the defaulting party.

The rights and remedies set forth herein shall be cumulative.

11. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer: Staker & Parson Companies
2350 South 1900 West, STE 100
Ogden, Utah 84401
Attention: Real Estate Manager

To the County: Morgan County
P.O. Box 886
Morgan, Utah 8450
Attention: County Attorney

12. Payment of Fees; Public Trail.

a. General Requirement of Payment of Fees. Developer and/or a subdeveloper shall pay to the County all fees in amounts and at times specified in the zoning ordinance.

b. Infrastructure Built by Developer. Upon application to and approval of the County, Developer may, from time-to-time, install and construct portions of the infrastructure specified in the Concept Plan or otherwise approved by the County, which are system improvements under the Utah Impact Fees Act. The County shall comply at all times with Utah Impact Fees Act.

c. Reimbursement for "Upsizing". The County shall not require Developer to "upsized" any public improvements (i.e., to construct the improvements to a size larger than required to service the Project) unless the County agrees to compensate Developer for the pro rata costs incurred as a result of such upsizing. Compensation to Developer for any "upsizing" of the public improvements shall be agreed to by Developer and the County as a part of a customary reimbursement agreement which may be entered into by such parties.

d. Trails. Without limiting the foregoing, the Developer and the County agree that the trails depicted in the Concept Plan for the project will be installed and paid for by the

Developer, maintained by the community association and accessible to the public.

13. General Term and Conditions.

a. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

b. On-Site Processing of Natural Materials. Notwithstanding anything to the contrary herein, Developer, and/or its agents, successors, assigns, tenants, guests, and invitees shall be permitted to extract and process the natural materials located on the Project such as aggregate (rock, sand or gravel), for temporary purposes and in connection with the grading, excavation, and other ordinary and customary development processes for the Property. Such natural materials may be used in the construction of infrastructure, homes, or other buildings or improvements located on the Property. No extraction, processing or other form of mining activities shall occur within the Property unless the party performing such activities has obtained necessary permits and approvals prior to commencement of such activities from the County. All work shall comply with Morgan County Code 8-5I Geologic Hazards.

c. Future Property Which May be Included in this Agreement. If Developer acquires any additional property located contiguous to the Project, then such future property may be added to this Agreement at the request of the Developer and upon approval of the County, if the County determines that the addition of such future property is appropriate in light of its proximity to the Project and the compatibility and the appropriateness of such a development pattern.

d. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a "successor" includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party's submission of land use applications to the County relating to the Property or the Project.

e. Non-Liability of County Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the County shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the County, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

f. Third Party Rights. Except for the Developer, the County and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express intended beneficiaries of this Agreement, this Agreement shall not create any rights in and/or obligations to any other persons or parties. The Parties acknowledge that this Agreement 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

g. Further Documentation. This Agreement is entered into by the parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be

necessary. The parties agree to negotiate and act in good faith with respect to all such future items.

h. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the County and the Developer.

i. Agreement to Run With the Land. This Agreement shall be recorded in the Office of the Morgan County Recorder against the Property and is intended to and shall be deemed to run with the land and individual parcels, and shall be binding on and shall benefit all successors in the ownership of any portion of the Property. No later than ten (10) days after the County enters into this Agreement, the County shall cause the same to be recorded in the official real estate records of the Morgan County Recorder's Office.

j. Performance. Each party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy or other approvals associated therewith.

k. Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

l. Construction. This Agreement has been reviewed and revised by legal counsel for both the County and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

m. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the County shall be given or withheld by the County in compliance with this Agreement and the County Ordinances.

n. Approval and Authority to Execute. Each of the Parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

o. Estoppel Certificate. If no default has occurred in the provisions of this Agreement and upon ten (10) days prior written request by Developer or a subdeveloper, the County will execute an estoppel certificate to any third party, certifying that Developer (or a subdeveloper), as the case may be, at that time is not in default of the terms of this Agreement.

p. Termination.

i. Notwithstanding anything in this Agreement to the contrary, the term of this Agreement shall be until ten (10) years after this Agreement is recorded (unless earlier terminated or modified by written amendment as set forth below), provided, that if on such ten (10) year date, the Developer has not been notified by the County of any default hereunder, or in any default is in the process of being cured as provided

herein, then the term shall automatically extend for another ten (10) years. Thereafter, the Term may be extended by mutual agreement of the Parties.

ii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the County and the defaulting party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

14. Assignability. The rights and responsibilities of Developer under this Agreement may not be assigned in whole or in part by Developer without the prior written consent of the County, which consent shall not be unreasonably withheld, conditioned, or delayed. 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 Agreement to which the assignee succeeds. Upon any such partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

15. Sale or Conveyance. If Developer sells or conveys parcels of land, the lands so sold and conveyed shall bear the same rights, privileges, intended uses, configurations, and density as applicable to such parcel and be subject to the same limitations and rights of the County as when owned by Developer and as set forth in this Agreement without any required approval, review, or consent by the County except as otherwise provided herein.

16. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

17. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

18. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; 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. Integration. This Agreement constitutes the entire understanding and agreement between the parties, and supersedes any previous agreement, representation, or understanding between the parties relating to the subject matter hereof; provided however, that the zoning ordinance and the County Master Plan shall govern the procedures and standards for approval of each subdivision and public improvement.

20. Remedies/Costs of Enforcement. Either party hereto may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement. In the event of an Event of Default by Developer or in the event of a default hereunder by the County, that party shall be liable for all

reasonable costs and expenses incurred by the other parties enforcing the provisions of this Agreement, whether or not legal action is instituted.

21. Amendment. This Agreement may be amended only in writing signed by the parties hereto. The County Planning Director and/or his designee may review and execute on behalf of the County any and all "Minor Amendments" (defined below) to this Agreement. All amendments to this Agreement other than Minor Amendments shall be considered by the County Council if and as applicable in accordance with the requirements and procedures set forth in the zoning ordinance. The County Planning Director and/or his designee may consult with the County attorney in determining whether a proposed change is a Minor Amendment. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in any specific lot, unit or other portion of the Project. For purposes of this provision, "Minor Amendment" means any amendment to this Development Agreement, excluding an increase or decrease in density, or a change that would decrease the size of the Bordering Lots.

[SIGNATURE PAGE FOLLOWS]

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

COUNTY:

MORGAN COUNTY

ATTEST:

By: Stacy Metz Clerk
County Clerk

By: [Signature]
Name: Robert A. McConnell
Title: Chair of Council

DEVELOPER:

STAKER & PARSON COMPANIES,
a Utah corporation

By: [Signature]
Name: Jake Goodwith
Title: Vice President

[ACKNOWLEDGEMENT PAGE FOLLOWS]

EXHIBIT A**Legal Description of the Property**

A part of the Northwest Quarter of Section 25, Township 5 North, Range 1 East, Salt Lake Base & Meridian, U.S. Survey. Beginning at a point on the Southeasterly right of way line of Trappers Loop Road, State Highway No. 167, and the Southwest corner of the Morgan County School District Property, said point being 418.74 feet South 89°43'35" East along the Section line and East along the Section line and 152.30 feet South 00°16'25" West from the Northwest Quarter Corner of said Section 25; West from the Northwest Quarter Corner of said Section 25; and running thence along the Southerly line of said Property two (2) courses as follows: South 39°42'23" East 34.71 feet and North 69°06'16" East 881.65 feet to the East 34.71 feet and North 69°06'16" East 881.65 feet to the East 881.65 feet to the Northwest corner of Rollins Ranch Phase 4B Subdivision, Morgan County, Utah; thence Southerly along the Westerly boundary of said subdivision and Rollins Ranch Phase 4A Subdivision eight (8) courses as follows: South 05°07'21" East 192.98 feet; East 192.98 feet; South 41°38'50" East 110.48 feet; North 72°53'29" East 66.68 feet; South 05°14'39" East East 110.48 feet; North 72°53'29" East 66.68 feet; South 05°14'39" East East 66.68 feet; South 05°14'39" East East 122.44 feet; Southerly along the arc of a 442.00 foot radius curve to the right a distance of 218.22 feet (Central Angle equals 28°17'13" and Long Chord bears South and Long Chord bears South 08°53'58" West 216.01 feet) to a point of reverse curvature; Southerly along the arc of West 216.01 feet) to a point of reverse curvature; Southerly along the arc of a 356.50 foot radius curve to the left a distance of 320.63 feet (Central Angle equals 51°31'53" and Long Chord bears South 02°43'23" East 309.94 feet) to the Southwest and Long Chord bears South 02°43'23" East 309.94 feet) to the Southwest East 309.94 feet) to the Southwest Corner of said Plat 4B; thence continue Southeasterly along said curve to the left a distance of 189.65 feet (Central Angle equals 30°28'49" and Long Chord bears and Long Chord bears South 43°43'44" 187.42 feet); and South 04°06'52.44.74 feet to the North line of the Cottonwood Mutual Water Company Property; thence two (2) courses along said property as follows: North 89°40'45" West 88.98 feet; and South 00°18'31" East 53.66 feet to the West 88.98 feet; and South 00°18'31" East 53.66 feet to the East 53.66 feet to the North line of Paul Warner Subdivision, Morgan County, Utah; thence two (2) courses along said subdivision as follows: West 387.10 feet; and South 00°09'40" East 591.00 East 591.00 feet to the North line of the Questar Gas Company Property; thence two (2) courses along said property as follows: South 89°50'20" West 75.00 feet; and West 75.00 feet; and South 00°09'40" East 66.92 feet to the North line of Old Highway Road and to a point East 66.92 feet to the North line of Old Highway Road and to a point of non-tangent curvature of which the radius point lies South 03°04'50" East; thence East; thence three (3) courses along said North line as follows: Westerly along the arc of a 1472.70 foot radius curve to the left a distance of 109.08 feet (Central Angle equals 04°14'37" and Long Chord bears South 84°47'51" West 109.05 feet), South 82°40'32" West 780.90 West 109.05 feet), South 82°40'32" West 780.90 West 780.90 feet, and Westerly along the arc of a 2824.90 foot radius curve to the right a distance of 81.16 feet (Central Angle equals 01°38'46" and Long Chord bears and Long Chord bears South 83°29'55" West 81.16 feet); thence North 00°41'40" East 92.82 feet; thence West 81.16 feet); thence North 00°41'40" East 92.82 feet; thence East 92.82 feet; thence Northerly along the arc of a 530.00 foot radius curve to the right a distance of 137.31 feet (Central Angle equals 14°50'39" and Long Chord bears North 08°07'00" East 136.93 and Long Chord bears North 08°07'00" East 136.93 East 136.93 feet) to the North line of the Watersprings/Kent Smith Investment Property; thence two (2) courses along said north line as follows: North 62°19'34" West 500.38 feet and West 500.38 feet and North 15°50'59" West 259.38 feet to the easterly right of way line of Trappers Loop West 259.38 feet to the easterly right of way line of Trappers Loop Road/Highway 167 and to a point of non-tangent curvature of which the radius point lies South 53°32'38" East; thence five (5) courses along said Right of Way line as East; thence five (5) courses along said Right of Way line as follows: Northeasterly along the

arc of a 920.92 foot radius curve to the right a distance of 147.30 feet (Central Angle equals $09^{\circ}09'51''$ and Long Chord bears North $41^{\circ}02'17''$ East 147.14 feet), North $11^{\circ}40'01''$ East 206.96 feet, North $54^{\circ}17'56''$ East East 147.14 feet), North $11^{\circ}40'01''$ East 206.96 feet, North $54^{\circ}17'56''$ East East 206.96 feet, North $54^{\circ}17'56''$ East East 488.90 feet to a point of non-tangent curvature of which the radius point lies North $35^{\circ}30'36''$ West, Northeasterly along the arc of a 2420.67 foot radius curve to the West, Northeasterly along the arc of a 2420.67 foot radius curve to the left a distance of 370.99 feet (Central Angle equals $08^{\circ}46'52''$ and Long Chord bears North $50^{\circ}05'58''$ East 370.63 feet) to the point of compound curve and Northeasterly East 370.63 feet) to the point of compound curve and Northeasterly along the arc of a 1027.79 foot radius curve to the left a distance of 97.28 feet (Central Angle equals $05^{\circ}25'22''$ and Long Chord bears North $39^{\circ}14'59''$ East 97.24 feet) and Long Chord bears North $39^{\circ}14'59''$ East 97.24 feet) East 97.24 feet) to the POINT OF BEGINNING. Containing 2,284,520 square feet or 52.4454 acres, more or less.

Parcel numbers – 00-0058-9646 and 00-0077-7331