MORGAN COUNTY COMMISSION MEETING AGENDA

August 17th, 2026

4:00 WORK SESSION

PUBLIC NOTICE is hereby given that the MORGAN COUNTY COMMISSION will hold a work session in the Commission meeting room at 48 West Young Street, Morgan, Utah.

4:00 WORK SESSION
Flagship Development Agreement

The Commission will not make any binding decision or take any votes at this work session.

The undersigned does hereby certify that the above notice and agenda were posted as required by law this **12th** day of **August 2026**.

Kate Becker – Morgan County Administrative Manager

The Commission may vote to discuss certain matters in closed Session (Executive Session) pursuant to Utah Code Annotated §52-4-205. In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call Kate Becker at 435-800-8724 at least 24 hours prior to this meeting. This meeting is streamed live.

August 14th, 2026

EAGLE VISTA
MORGAN COUNTY

Prepared by:

FLAGSHIP

MOUNTAIN GREEN UTAH

EAGLE VISTA

MORGAN COUNTY

Community Summary:

Eagle Vista is a thoughtfully designed 44-acre master-planned community in Mountain Green, Utah, that blends quality housing, neighborhood commercial, open space, and recreational amenities into a connected and walkable neighborhood. Featuring 270 homes with single-family residences alongside some luxury townhomes, as well as 2.5 acres of commercial space to serve residents and the surrounding area. The community provides multiple, diverse housing opportunities for those looking for a place to call home.

The community is organized around a network of interconnected streets, landscaped open space, sidewalks, trails, sports courts, and gathering spaces that encourage walkability and neighborhood interaction. Ten acres of the project - nearly a quarter of the site - is dedicated to open space, including preserved natural areas along the creek corridor, landscaped common areas, public play spaces and trail connections that allow residents to enjoy the natural beauty of Mountain Green.

At the heart of Eagle Vista is a clubhouse and recreation area featuring a fitness center, community gathering space, public pickleball courts, and outdoor amenities designed to support an active lifestyle and foster a strong sense of community. The development also includes public trailhead access, connectivity to surrounding neighborhoods, and open-space amenities that provide lasting benefits for both residents and the broader Mountain Green community.

With its combination of a variety of housing types, neighborhood-serving commercial space, thoughtfully planned open space, high-quality architecture, and recreational opportunities, Eagle Vista represents an approach to growth that complements the character of Mountain Green and preserves the value of the community and property values.

Table of Contents

Introduction:
Applicant & Landowner Contact Information

Property Owner Name: BCP Development LLC
Address: 300 S 1350 E, Floor 2, Lehi, UT 84043
Phone Number: 801-766-4442
Email Address: Luke@flagshiphomes.com

INTRODUCTION

The Eagle Vista community is located in Mountain Green, a community in Morgan County. To the south of the property is interstate 84 and to the north of the development is Old Highway Road.

Legal Description & Survey

LEGAL DESCRIPTION(S)
(FROM TITLE REPORT)

Parcel 1:

A part of the North half of the Southeast quarter and the Southwest quarter of the Northeast quarter of Section 25, Township 5 North, Range 1 East, Salt Lake Base and Meridian

Beginning at a point which bears South 00°06' East 2504.4 feet from the North quarter Section Corner Stone of the said Section 25, and running thence along the Southerly side of the State Road, U.S. 30-S; South 47°17' East 226.0 feet to a point on the South bank of cottonwood creek; thence along said bank South 76°00' West 176.1 feet; thence South 161.3 feet; thence South 75°40' East 160.0 feet; thence North 25°50' East to the State Road; thence along said road South 47°17' East 22.0 feet; thence along the arc of a 05°45' curve to the left 406.66 feet (the radius of said curve is 995.4 feet and the tangent is 206.13 feet and the central angle is 23°23'); thence South 70°40' East 1639.7 feet; thence along a 04°07' curve to the right 613.0 feet to the Range Line; (data for full curve; central angle 26°37' Right; Degree 04°07' Radius 1392.7 feet; Tangent 329.43 feet; curve length 646.56 feet); thence South on said Range Line 154.3 feet to the 40 acre corner; (said 40 acre corner bears South 1347.0 feet from the East quarter corner of the said Section 25); thence South 89°57' West 1330.78 feet to the 40 acre corner; thence 5 courses along the meadow about one rod distant Southerly from the foot of the slope of the bench as follows; North 63°40' West 613.0 feet; thence North 47°46' West 231.8 feet; thence North 82°00' West 225.0 feet; thence South 59°00' West 172.5 feet; thence South 69°02' West 256.58 feet to the quarter Section line; thence along said line North 00°06' West 330.0 feet; thence West 1330.73 feet to the 40 acre line; thence along said line North 00°08' West 720.05 feet to the quarter section line; thence along said line North 89°42' East 1331.16 feet to the quarter section line; thence along said line North 00°06' West 127.6 feet to the point of beginning.

Less the following description of real property which has been sold and conveyed to the Board of Education, Morgan County School District. A part of the Southeast 1/4 of Section 25, Township 5 North, Range 1 East, Salt Lake Base and Meridian U.S. Survey: Beginning at the Southeast corner of the Northeast 1/4 of said Southeast 1/4 Section; said point is South 1347.0 feet from the East 1/4 corner of said Section 25, running thence South 89°57' West 1330.78 feet along the 40 acre line to the 40 acre corner; thence North 63°40' West 158.00 feet; thence North 30°27' East 714.15 feet to the South line of the State Road U.S. 30-S; thence 2 courses along said South line as follows: South 70°40' East 630.00 feet and Easterly along the arc of a 1392.7 foot radius curve to the right 613.00 feet to the Section line; thence South 154.30 feet along the Section line to point of beginning.

Less and excepting therefrom those portions conveyed in that certain Warranty Deed, recorded February 20, 2001 as Entry No. 84249, in Book 165 at Page 841, of the Official Records and being described as follows:

A tract of land situated in the Southeast Quarter of Section 25, Township 5 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Morgan County, Utah:

Commencing at the East Quarter Corner of said Section 25, a rebar and cap; thence South 89°30'37" West 2,427.67 feet along the Quarter Section line; thence South 00°00'00" East 85.06 feet to a point on the South line of Old Highway Road and the Northeast Corner of the J. Todd Vogt property as recorded in the Morgan County Recorder's Office in Book M127 at Page 507 and the true point of beginning; thence South 47°17'00" East 22.00 feet along said South line of Old Highway Road; thence Southeasterly 213.72 feet along said South line of Old Highway Road, a tangent curve to the left having a radius of 995.40 feet, an included angle of 12°18'07" and a long chord bearing South 53°26'04" East 213.31 feet; thence South 35°47'54" West 159.32 feet; thence North 62°44'49" West 203.12 feet to the Southeast corner of the Vogt parcel; thence North 25°50'00" East 198.00 feet along the East line of said Vogt parcel to the point of beginning.

Less and excepting therefrom those portions conveyed in that certain Quit Claim Deed, recorded June 28, 2001 as Entry No. 85491, in Book 171 at Page 123, of the Official Records and being described as follows:

A tract of land situated in the Southeast Quarter of Section 25, Township 5 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Morgan County, Utah.

Commencing at the East Quarter Corner of said Section 25, a rebar and cap; thence South 89°30'37" West 2427.67 feet along the Quarter Section line; thence South 00°00'00" East 85.06 feet to a point on the South line of Old Highway Road and the Northeast corner of the J. Todd Vogt property as recorded in the Morgan County Recorder's Office M127-507; thence South 25°50'00" West 198.00 feet along the Easterly line of said property to the Southeast Corner of said Vogt property, the true point of beginning; thence South 62°44'49" East 203.12 feet; thence South 35°47'54" West 29.30 feet; thence North 62°44'49" West 198.05 feet; thence North 25°50'00" East 28.98 feet to the Southeast Corner of the J. Todd Vogt property and the point of beginning.

The basis of bearing is the North line of the Southeast Quarter of said Section 25 called: South 89°30'37" West as monumented.

Parcel 2:

A tract of land situated in the Southeast Quarter of Section 25, Township 5 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Morgan County, Utah.

Commencing at the East Quarter Corner of said Section 25, a rebar and cap; thence South 89°30'37" West 2427.67 feet along the Quarter Section line; thence South 00°00'00" East 85.06 feet to a point on the South line of Old Highway Road and the Northeast corner of the J. Todd Vogt property as recorded in the Morgan County Recorder's Office M127-507; thence South 25°50'00" West 198.00 feet along the Easterly line of said property to the Southeast corner of said Vogt Property, the true point of beginning; thence South 62°44'49" East 203.12 feet; thence South 35°47'54" West 29.30 feet; thence North 62°44'49" West 198.05 feet; thence North 25°50'00" East 28.98 feet to the Southeast corner of the J. Todd Vogt property and the point of beginning.

The basis of bearing is the North line of the Southeast quarter of said Section 25 called: South 89°30'37" West as monumented.

Parcel 3:

Part of the Northwest Quarter of Section 25, Township 5 North, Range 1 East, Salt Lake Base and Meridian.

Beginning at a point located East 1167.8 feet and North 430.3 feet and South 85°25' West 136.0 feet and South 63°45' West 87.6 feet from the West Quarter corner of Section 25, Township 5 North, Range 1 East, Salt Lake Base and Meridian, running thence North 528.06 feet to the South right of way line of the State Road, thence North 85°50'00" East 35.00 feet along said South right of way line, thence South 69.00 feet, thence South 5°40'28" West 80.00 feet, thence South 343.00 feet, thence south 22°37'20" east 23.08 feet, thence 63°45'00" west 40.00 feet to the point of beginning.

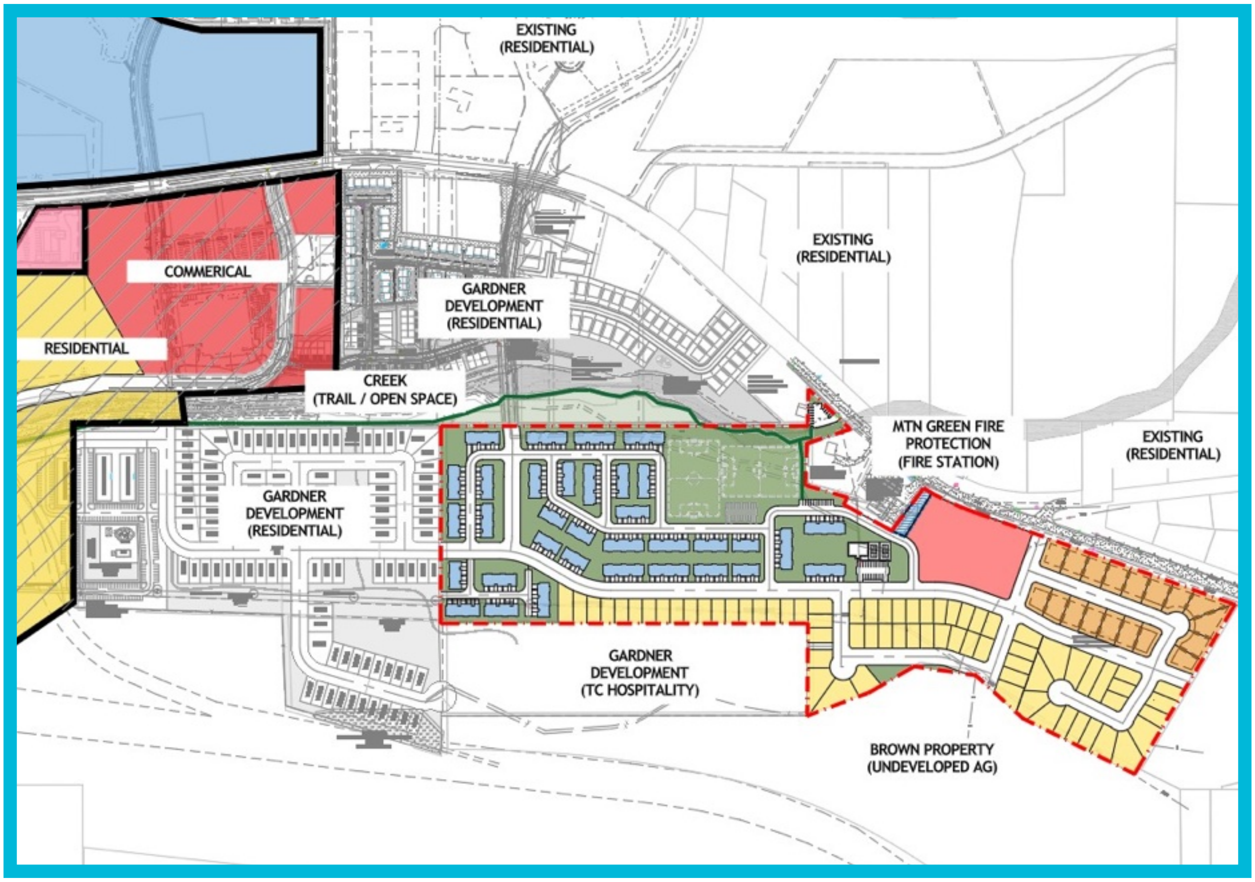
Together with Parcels 1-3 an easement for ingress and egress as set for forth in that Quit Claim Deed Easement Estate recorded May 23, 2023, as Entry No. 163503, in Book 400 at Page 503, of the Official Records.

NOTE: BEARINGS AND DISTANCES FROM TITLE REPORT DOES NOT CLOSE.

Adjacent Land Ownership & Use

Adjacent Land Ownership & Use Map Explanation

Adjacent land ownership is illustrated in the accompanying map exhibit. Major surrounding landowners include Gardner Group residential development to the west, north west and south west of site; Bonnie Brown to the south east of site which currently used as agriculture with Rural Residential planned used; Mountain Green Fire Protection District to the north east of site alongside existing residential across Old Highway Road.

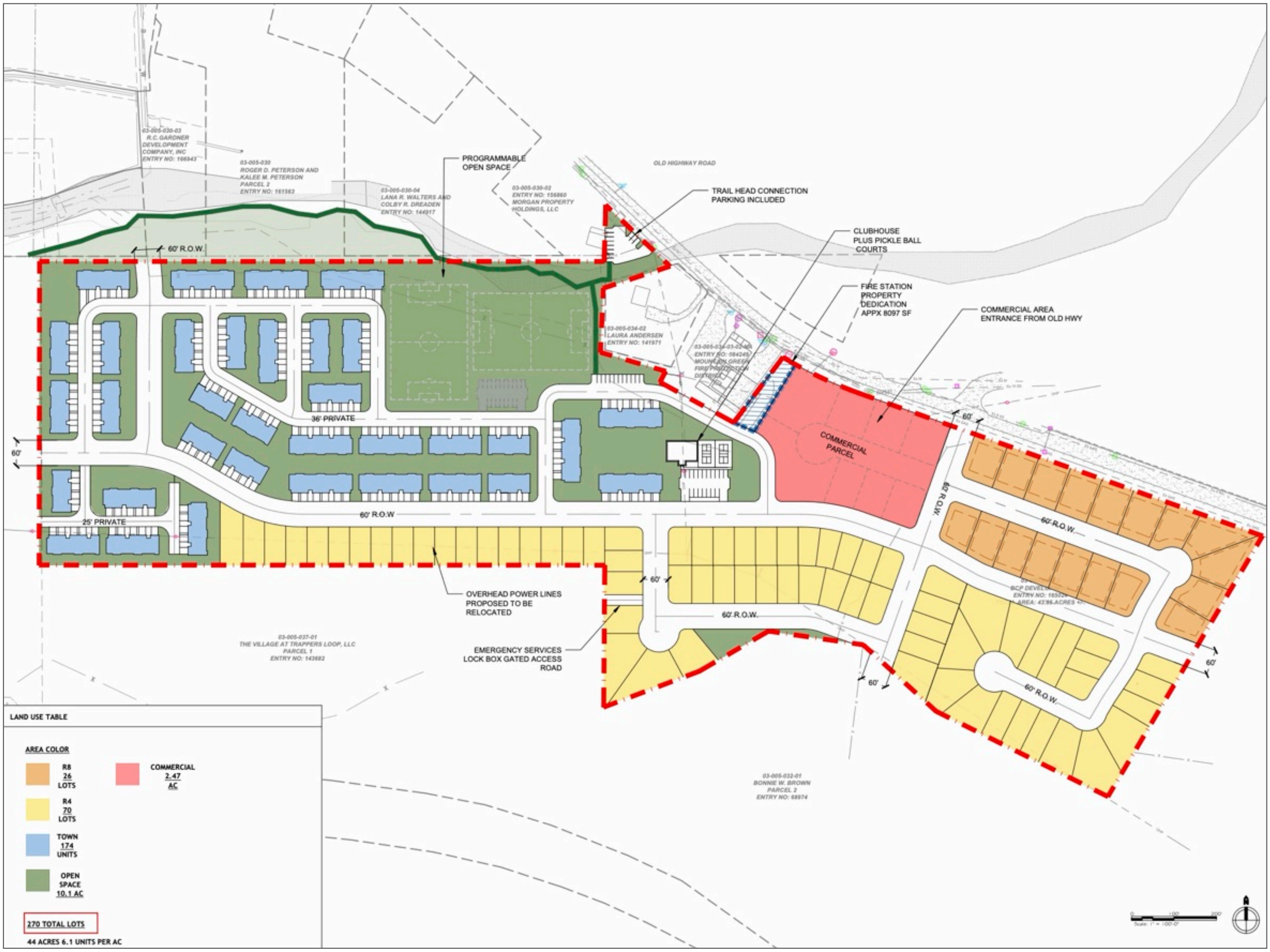


Community Master Plan

Area Use & Unit Tables

TOWN CENTER ZONE OVERLAY

Total Acreage: **44 Acres**
Total Phases: **3 Phases**
Unit Count: **270 Units**
Zones: **Town Center Zone (Morgan County § 155.265) + R1-8**



Subdivision Character

Overview

The proposed Mountain Green subdivision is designed to meet Morgan County's Town Center zoning requirements while creating a neighborhood that is welcoming, walkable, and built to last. The project integrates three complementary housing types — townhomes, small single-family detached homes, and traditional single-family homes on 8,000-square-foot lots — to serve a broad range of residents, from first-time buyers and young families to long-term homeowners and retirees.

The development emphasizes pedestrian-friendly design, preserved green space, and sustainable building practices — all consistent with the county's vision for the Mountain Green community.

Housing Options and Community Design

By offering three distinct housing types within a single, cohesive neighborhood, the subdivision creates genuine variety without sacrificing visual harmony or community character.

Townhomes provide an attainable entry point into homeownership for individuals, couples, and small families. Shared maintenance reduces the burden on individual owners, and the close-knit layout naturally encourages neighborly interaction and a strong sense of community.

Small single-family detached homes offer the privacy of a standalone home with a more modest footprint — appealing to young professionals, empty nesters, and anyone seeking low-maintenance living without sacrificing independence. Smaller lots also preserve more land for green space and open areas throughout the neighborhood.

Traditional single-family homes on 8,000-square-foot lots deliver the space and stability that families and long-term residents value most. These homes allow for outdoor living, gardening, and family gatherings, and their varied architectural styles contribute to the visual interest and identity of the neighborhood.

Across all three housing types, the subdivision is designed with walkability in mind. Pedestrian pathways connect homes to parks, open spaces, and nearby amenities, reducing vehicle dependence and encouraging residents to engage with their surroundings.

Public Benefits

This project delivers a meaningful set of public benefits to Mountain Green and the surrounding community:

- **Fire Station Land Donation.** The developer is donating 8,097 square feet of property to the neighboring fire station. This contribution directly supports the station's operational capacity and ensures that emergency services remain effective and accessible for all residents in the area.
- **Trail Access Along Cottonwood Creek.** The subdivision will provide public access to a trail corridor along Cottonwood Creek, giving residents and neighbors a valued recreational amenity that connects people to the natural landscape and supports an active outdoor lifestyle.
- **Recreational Amenities.** Large community park and pickleball courts will be available to both residents and the broader community, with one court designated as private and one open to the public, offering well-maintained recreational opportunities that enhance quality of life for all ages. Playground amenities to remain private and maintained by the HOA.
- **Diverse Housing Supply.** The range of housing types addresses a demonstrated local need, allowing Mountain Green to better serve households of varying sizes, life stages, and economic circumstances.
- **Underground Utility Lines.** The development will fund the under-grounding and removal of existing overhead power lines in the area. This improves the visual character of the neighborhood, increases public safety, and provides more reliable utility service for both new and existing residents.

Neighborhood Commercial: The Right-Sized Addition for this Area

Eagle Vista includes 2.5 acres of neighborhood commercial space, positioned to serve both the residents of the community and the broader Mountain Green area. This commercial component reflects careful planning of the site, its market context, and the commercial needs of the surrounding area — resulting in a commercial allocation that is scaled to be successful.

The commercial area is intended to accommodate the kinds of neighborhood-serving uses that enhance daily life — such as a café or coffee shop, small-scale retail, personal services, or professional offices — within comfortable walking distance of every home in the community. Rather than requiring residents to drive, Eagle Vista's design places these opportunities at the neighborhood's doorstep, reinforcing the walkable, connected character that defines the entire community plan.

Equally important, the commercial component is sized to thrive. Market studies show that commercial space succeeds when it is scaled to the consumer base available to support it. A 2.5-acre neighborhood commercial area, supported by the 270 households within Eagle Vista and the surrounding neighborhoods, represents a commercial presence that can attract quality tenants, maintain consistent occupancy, and contribute lasting vitality to the community — a far better outcome for Mountain Green than a larger allocation of commercial ground that the local market cannot yet absorb. Larger-format commercial development is appropriately concentrated in nearby developments to the north and west, where it will bring benefit on a greater scale, visibility, and connectivity. Together, these commercial areas form a complementary system: a cohesive commercial core nearby, and a walkable neighborhood commercial node within Eagle Vista itself.

To formalize these commitments, the developer has prepared a comprehensive Master Development Agreement in collaboration with County Planning and Legal Staff. The agreement also includes a provision to prohibit short-term rentals through the community's CC&Rs.

Financial Analysis: A Balanced Land Plan That Benefits Mountain Green

The proposed land plan — combining residential development with a properly sized commercial component — delivers revenue to Morgan County on two fronts. Single-family residential development on this site generates reliable property tax revenue for the county, while the 2.5-acre commercial area adds the opportunity for sales tax revenue from neighborhood-serving businesses.

The businesses best suited to this location — cafés, coffee shops, small retail, personal services, and professional offices — generate general sales tax and, in some cases, additional local taxes on prepared food and beverages. Critically, that revenue materializes only when businesses are open and operating successfully. By scaling the commercial component to the size the local market can genuinely support, Eagle Vista maximizes the likelihood that its commercial space will be occupied, active, and revenue-producing from the outset — rather than sitting vacant while waiting for demand to catch up. Many of these business types are subject to general sales tax and, in some cases, additional local taxes on prepared food and beverages — revenue that flows to the county only when those businesses are operating successfully. Placing commercial uses at an isolated location reduces the likelihood that these businesses will open and remain open — meaning the anticipated sales tax revenue may never materialize. Siting commercial development along Old Highway and near Lee's Market, where infrastructure and consumer traffic already exist, gives those businesses the best chance of success and delivers the greatest benefit to the county.

The result is a land plan that serves the county's long-term fiscal health on both fronts: consistent property tax revenue from a thriving residential community, and sales tax potential from commercial space positioned and sized for success.

Conclusion

The Eagle Vista plan is a thoughtfully designed, community-driven project that delivers real and lasting benefits to Mountain Green — a land donation to the fire station, public trail access along Cottonwood Creek, programmable recreational open space, amenities that are open to the broader community, a diverse housing supply, and a walkable neighborhood that brings everyday services closer to home.

The commercial component reflects a balanced approach: 2.5 acres of neighborhood-serving commercial space scaled to succeed at this location, complementing the larger commercial core planned in neighboring developments. This combination of residential and right-sized commercial development serves the county's long-term interests better than any alternative configuration for this site.

Eagle Vista represents a forward-thinking, responsible approach to growth in Morgan County — one that respects the existing character of Mountain Green while helping the community grow in a way that works for everyone.

Area Use & Unit Tabulation Table

LAND USE TABLE

AREA COLOR

R8
26
LOTS

R4
70
LOTS

TOWN
174
UNITS

OPEN
SPACE
10.1 AC

270 TOTAL LOTS

44 ACRES 6.1 UNITS PER

COMMERCIAL ALLOCATION

Eagle Vista provides 2.5 acres of neighborhood commercial space, with the balance of the Town Center Zone's commercial allocation requirement addressed through the exception provisions of Morgan County Code §155.266(D)(2)(a–d). This approach reflects sound land use planning with larger commercial development occurring closer to Trappers Loop Road and Old Highway Road which will help serve Mountain Green's broader commercial needs with the adjacency, scale, and frontage those uses require, while Eagle Vista's commercial component captures the neighborhood-scale opportunity where this site is genuinely positioned to support. By concentrating larger-format commercial development closer to Trappers Loop Road and Old Highway Road, rather than fragmenting it across multiple sites, produces a more cohesive and successful commercial district for Mountain Green as a whole. At the same time, Eagle Vista's 2.5-acre commercial area is located to take advantage of the site's best frontage and access, giving neighborhood-serving businesses the visibility and convenience they need to thrive. The reduced commercial allocation also enables the community benefits described throughout this plan – ten acres of open space – public trail connections along Cottonwood Creek, recreational amenities which include a public pickleball court, and a significant contribution toward public infrastructure, which includes property for a future fire station expansion. The proposed layout advances the objectives identified in § 155.266(D)(3)(a–f) by promoting a cohesive development pattern while enhancing public amenities, connectivity, open space, and public safety improvements.

TownHome: *Luxury townhome plans with open floor plan and 2 car garage, dimensions found in design guidelines of this plan*

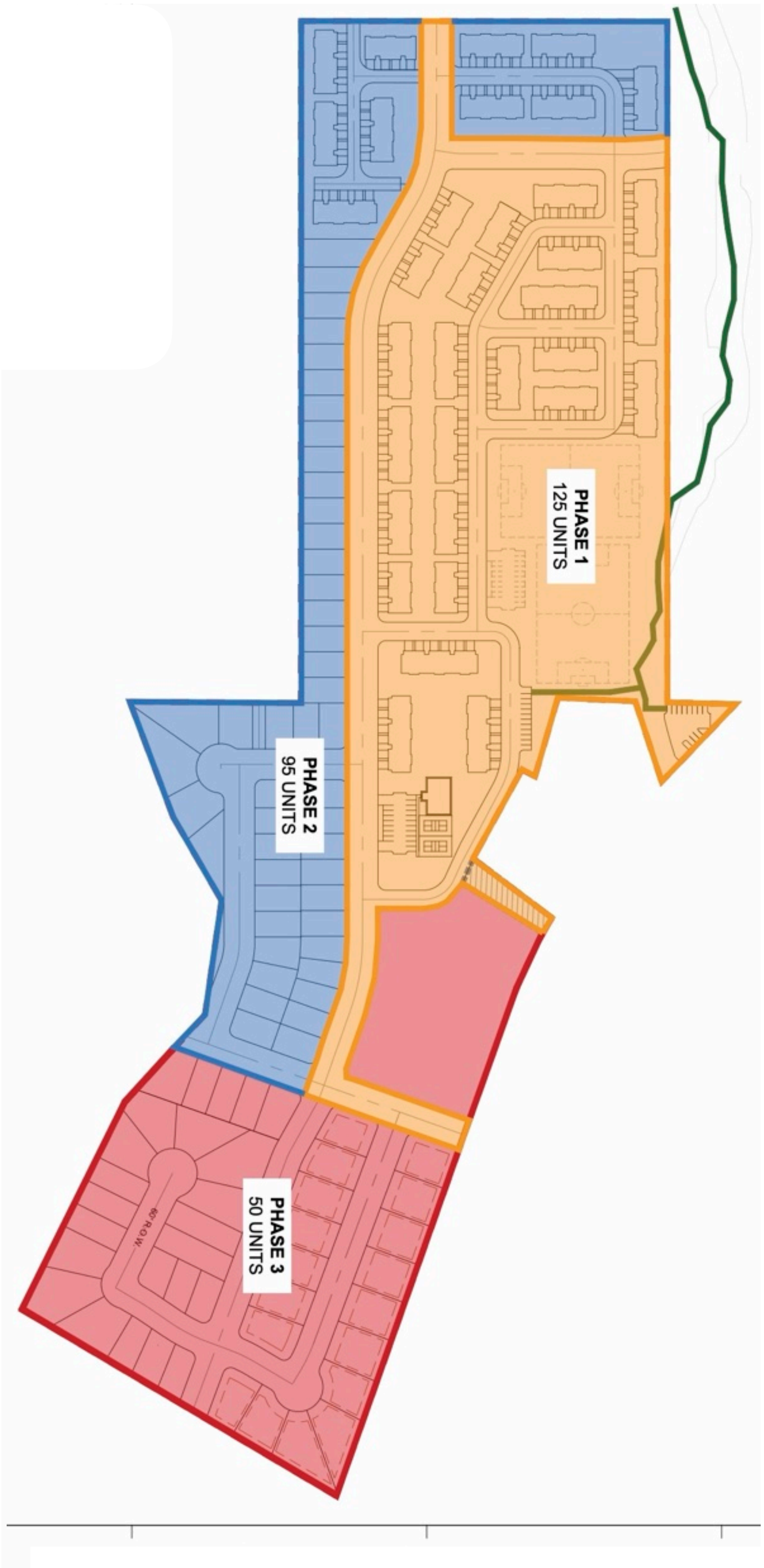
Single-Family R4 Lots: *These lots are 4000 SF lot size min (typ. lot dimension of 50’ wide and 80’ deep) Single-Family detached*

Single-Family R8 Lots: *These lots are 8000 SF lot size min (typ. lot dimensions area 70’ wide and 100’ deep) Single-Family detached*

Open Space: *10 acres of open space is provided throughout the 44-acre project site, including programmable recreation areas, landscaped common areas, and preserved natural areas along the creek corridor*

Walkable Neighborhood Commercial: *A 2.5-acre neighborhood commercial area anchors Eagle Vista with future services and gathering places within walking distance—not only for Eagle Vista residents, but for the broader Mountain Green community. This amenity does not exist in the area today; residents currently drive for even the most basic services while creating a community focal point. Intended uses are deliberately neighborhood-scaled—a café, small retail, personal services, or professional office—sited to offer walkable access from within Eagle Vista and convenient, visible frontage for the surrounding community.*

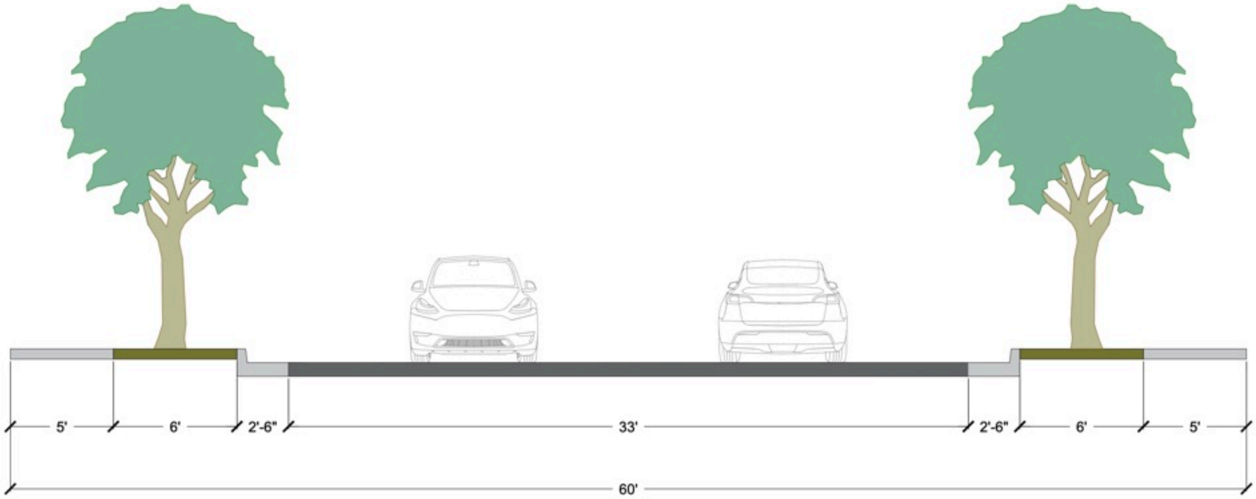
Phasing Map



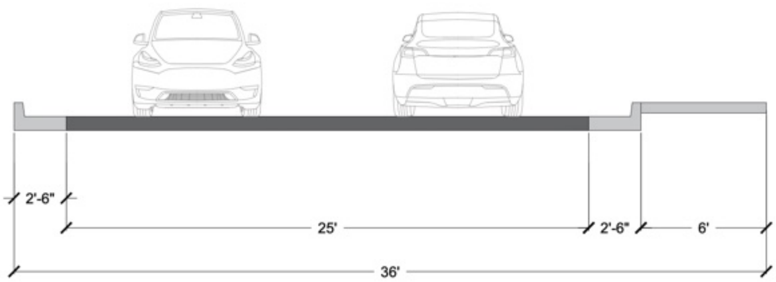
Transportation Plan

Street Cross Sections

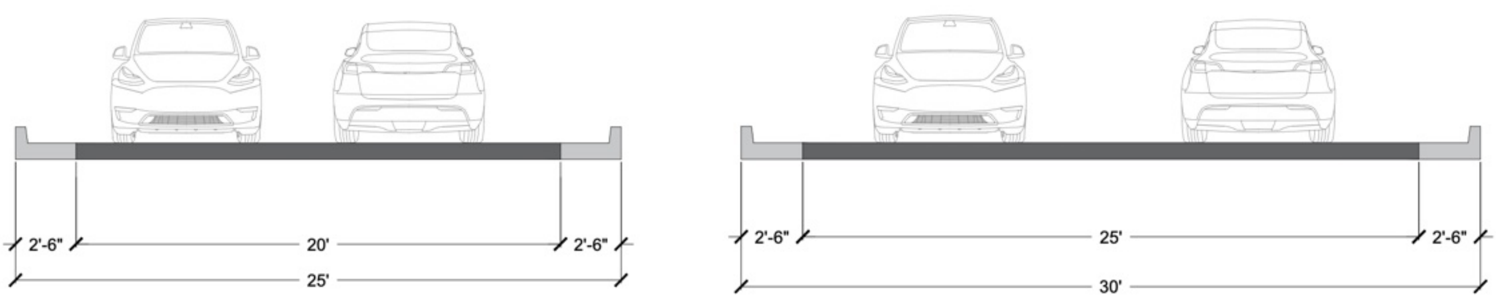
Residential Road 60' R.O.W



Private Road 36' R.O.W



Alley 25' & 30' R.O.W



Transportation Guidelines

Streets

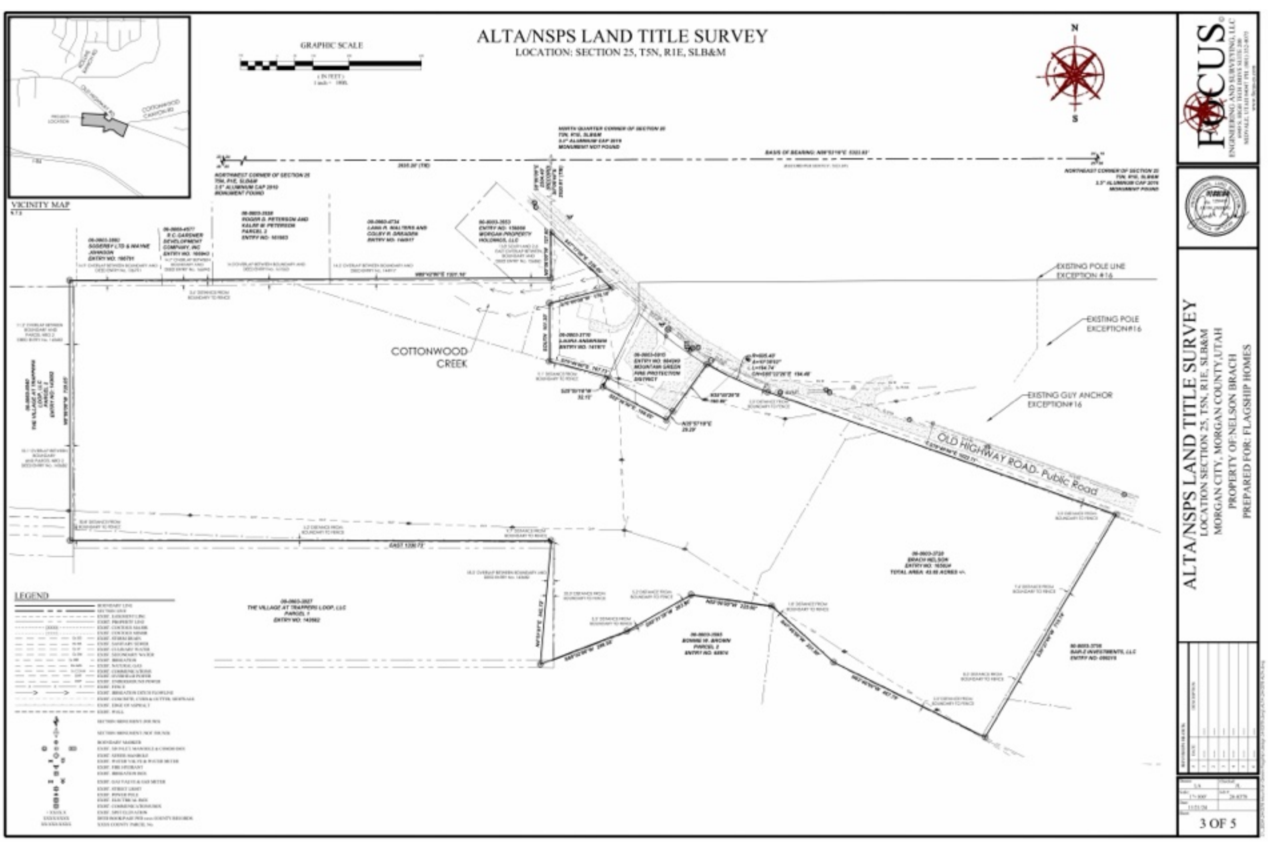
Eagle Vista is organized around a connected, hierarchical street network. The network includes, residential streets (60′ R.O.W.), private streets (36′ R.O.W.), and alleys (25′ & 30′ R.O.W.), forming a clear circulation framework. Residential Streets form the primary circulation system, creating a loop and key connections between developments. Private Streets provide internal access and emphasize low speeds and pedestrian comfort primarily for the townhome area. Alleys support loading access and reduce driveway conflicts in certain areas of the project. A connection will go from the subdivision to the Gardner Development on the west and north side of the property. Three other connections will be provided, with one connection on to Old Highway Road, and the two other connections will be to Bonnie Brown and Bar-Z investments LLC properties.

Technical Information

Geo-Technical Report by AGEC has been completed. Grading has been completed by Landmark Excavation on the site to remove the former gravel mounds from the previous owner user. Lastly the power lines are being removed offsite at the expense of the developer.

Utilities

Utilities to the site have been identified by the following providers: Cottonwood Mutual Water, Weber Basin, Mountain Green Sewer Improvement District, Enbridge Gas , Rocky Mountain Power.



ALTA Survey

Community Design Guidelines:
Architectural Design Standards

R8 Area

The R8 Area will feature 5+ different plan sets that have their own distinct floor plan layout, each of those 5 consisting of 3 different elevation types (A,B and C) bringing a total of 15 different elevations on 5 unique floor plans. Furthermore there are 30+ color schematic combinations on each of those 15 elevations, brining a grand total of 450+ unique home facade combinations to a community. Below are 5 different architectural combination examples.

Hawthorn

4 Bedroom, 2.5 Bath
Finished: 3,010 Sq.Ft.,Total: 5,014 Sq.Ft

Elevation A

Elevation B

Elevation C

Olive

4 Bedroom, 2.5 Bath
Finished: 2,435 Sq.Ft.,Total: 3,935 Sq.Ft.

Elevation A

Elevation B

Elevation C

Redwood

4/5 Bedroom, 2.5 Bath
Finished: 2,380 Sq.Ft.,Total: 3,411 Sq.Ft.

Elevation A

Elevation B

Elevation C

Sequoia

4 Bedroom, 2.5 Bath
Finished: 2,248 Sq.Ft.,Total: 3,643 Sq.Ft.

Elevation A

Elevation B

Elevation C

Sycamore

5 Bedroom, 3 Bath

Finished: 2,845 Sq.Ft.,Total: 4,315 Sq.Ft.

Elevation A

Elevation B

Elevation C

R4 Area

The R4 Area will feature 5+ different plan sets that have their own distinct floor plan layout, each of those 5 consisting of 3 different elevation types (A,B and C) bringing a total of 15 different elevations on 5 unique floor plans. Furthermore there are 30+ color schematic combinations on each of those 15 elevations, brining a grand total of 450+ unique home facade combinations to a community. Below are 5 different architectural combination examples.

Acacia

3 Bedroom, 2.5 Bath, Laundry Room Upstairs
Finished: 1,937 Sq.Ft.,Total: 2,924 Sq.Ft.

Elevation A

Elevation B

Elevation C

Ash

4 Bedroom, 2.5 Bath
Finished: 2,101 Sq.Ft.,Total: 2,990 Sq.Ft.

Elevation A

Oak

4 Bedroom, 2.5 Bath
Finished: 1,977 Sq.Ft.,Total: 2,822 Sq.Ft.

Elevation A

Elevation B

Elevation C

Pine

4 Bedroom, 2.5 Bath
Finished: 2,080 Sq.Ft.,Total: 3,040 Sq.Ft.

Elevation A

Elevation B

Elevation C

Spruce

4/5 Bedroom, 2.5 Bath
Finished: 2,217 Sq.Ft.,Total: 3,178 Sq.Ft.

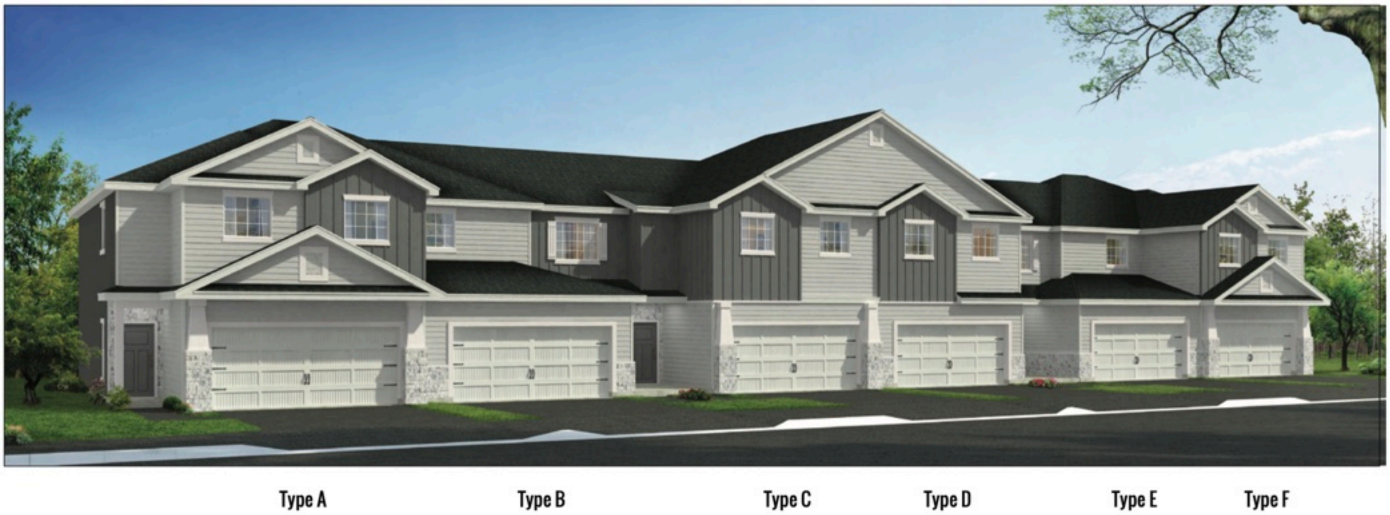
Elevation A

Elevation B

Elevation C

Townhome Area

The Townhome Area will feature town home products. Elevations and variations of floor plan types shown below.



Basement Floor First Floor Second Floor

Type E

Type B

Basement Floor First Floor Second Floor

Basement Floor First Floor Second Floor

Type D

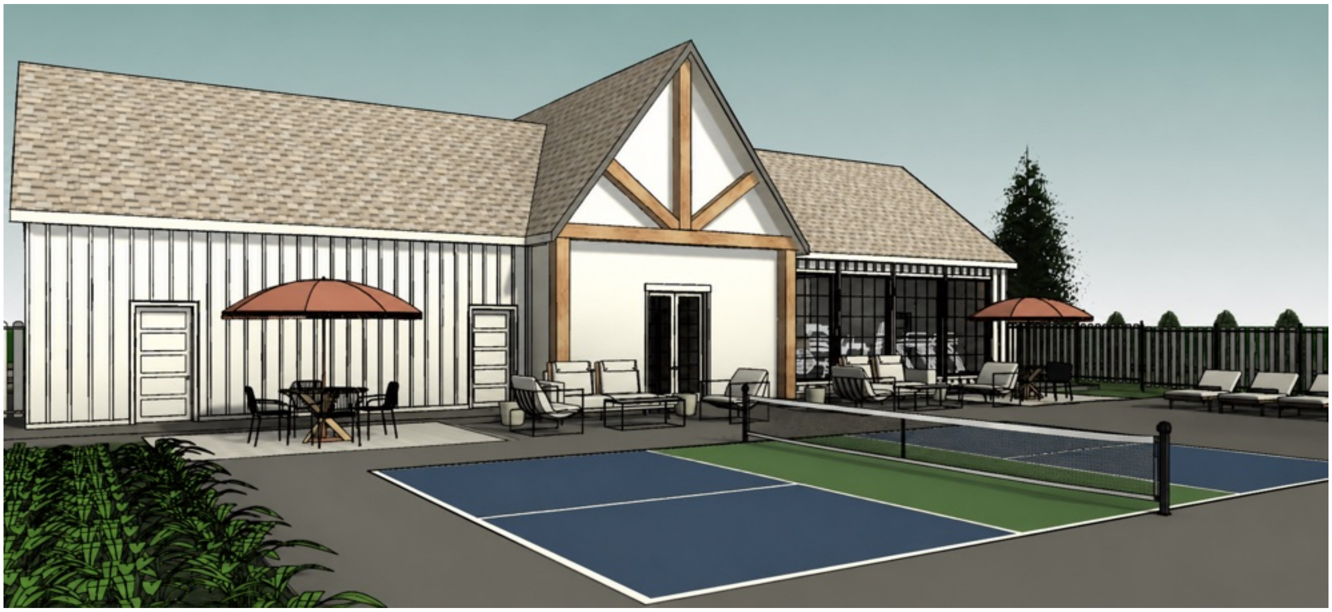
Type C

Basement Floor First Floor Second Floor

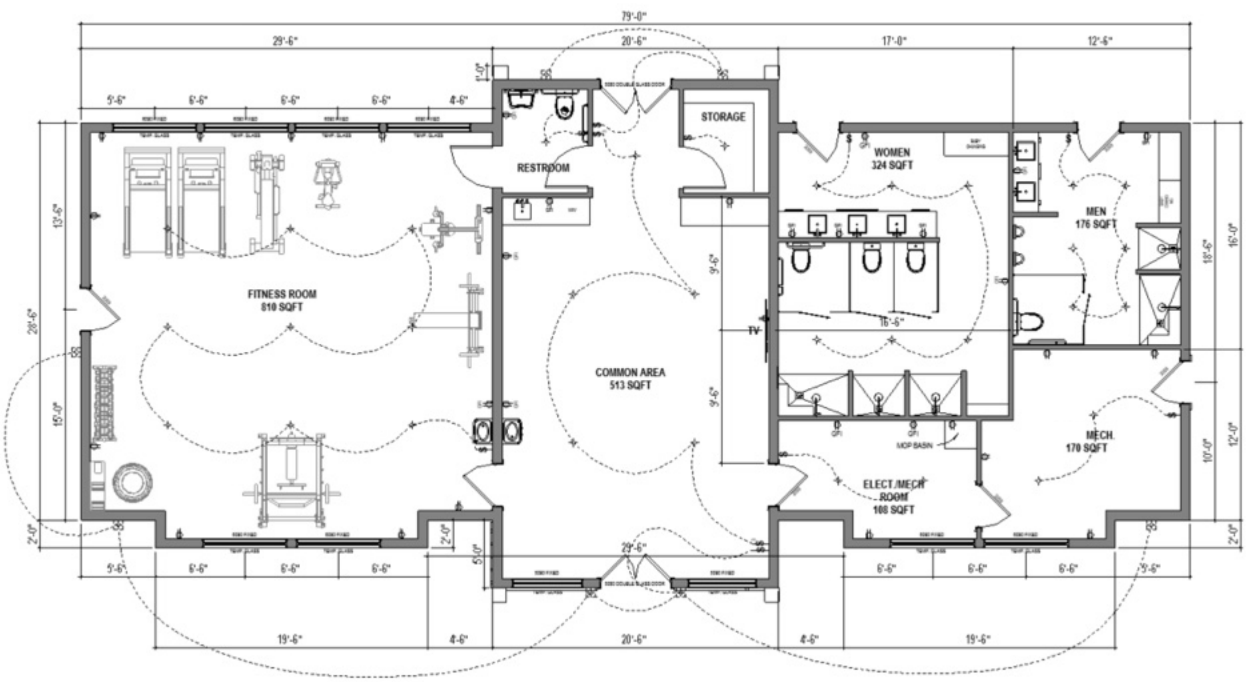
Clubhouse + Amenities

The proposed clubhouse is a resident amenity center featuring a fitness room, central gathering space, locker rooms, and pickleball support facilities. The building includes an 810-square-foot fitness center, a 513-square-foot common area for social and community activities, men's and women's locker rooms, storage, restroom facilities. The layout is designed to provide convenient access to fitness and recreational amenities while supporting resident gatherings and community events.

Architectural features may vary from what is graphically shown in final submittal




23'-0"


79'-0"
29'-6"
20'-6"
17'-0"
12'-6"
FITNESS ROOM
810 SQFT
RESTROOM
STORAGE
COMMON AREA
513 SQFT
WOMEN
324 SQFT
MEN
176 SQFT
TV
MOP BASIN
ELECT./MECH
ROOM
108 SQFT
MECH.
170 SQFT
19'-6"
4'-6"
20'-6"
4'-6"
19'-6"

Setbacks & Height Regulations

Per § 155.134 SETBACK AND YARD REGULATIONS of Morgan County Code

Per § 155.133 HEIGHT REGULATIONS of Morgan County Code

Development Criteria			
	Multifamily (Town home area Town Center)	Single Family Town Center (4000 SF min. lots)	Single Family Dwelling R8 (8000 SF min. lots)
Building Configuration			
Principle Building	2 Stories (35 ft.)	2 Stories (35 ft.)	2 Stories (35 ft.)
Accessory Structures	1 Story Max	1 Story Max	1 Story Max
Min. Lot Size	N/A	4,000 SF	8,000 SF
Max. Building Coverage Footprint	N/A	35%	35%
Setbacks Principle Building			
Front	10 ft.	25 ft.	25 ft.
Side	5 ft.	10 ft.	10 ft.
Rear	5 ft.	20 ft.	20 ft.
Setbacks - Accessory Structure (From Principle)			
Front	N/A	5 ft.	5 ft.
Side	N/A	0 ft.	0 ft.
Rear	N/A	0 ft.	0 ft.

Infrastructure Design & Maintenance

Roads, curb & gutter and sidewalks infrastructure installed within the public right-of-way will be turned over after acceptance for maintenance and long-term care. Design elements such as street lighting, and signage are to be maintained by HOA. Ample amount of parking will be provided to accommodate visitors and guests.

Lighting Design

Public lighting should comply with Morgan county's outdoor lighting requirements as Per § 155.352. Lighting for all public and private thoroughfares within Eagle Vista should follow those standards outlined.

Open Space

10 AC

Open Space Standards

Overview

The Eagle Vista development incorporates 10 acres of open space – nearly a quarter of the 44-acre site – in a comprehensive network designed to preserve natural features, provide recreational opportunities, and enhance the overall character of the community. Open space areas are distributed throughout the site to ensure accessibility, connectivity, and long-term usability. The plan includes both natural open space and productive open space, forming an integrated system of parks, buffers, and preserved landscape areas.

Maintenance Responsibilities

HOA to maintain landscaping in park area. All other areas are HOA or as specified, park strips in local roads (60') by adjacent lot owners.

Natural Open Space

Natural open space areas are primarily located along the project perimeter areas. These spaces are intended to:

- Preserve existing natural features and drainage patterns
- Provide visual buffers between adjacent properties
- Maintain a transition between developed areas and surrounding land uses
- Support passive recreation such as walking, trails, and informal use. This is mainly on the north side of this project where the creek bed area exists.

These areas are generally maintained in a natural or minimally improved condition and may include trail connections where appropriate.

HOA Open Space

HOA open space is incorporated within and adjacent to neighborhood areas and is designed for active use and community benefit. These areas include:

- Open lawn and flexible recreational spaces
- Clubhouse Amenity
- Pickleball Courts

Productive open space is intended to provide usable outdoor areas for residents, support neighborhood identity, and distribute recreation opportunities throughout the development.

Open Space Example Images

Front yard example in Town Home

Town Home area Example w/ Garden Area

Clubhouse with Pickleball Court Example

Open Space Trail Network, Example

Large Open Space Park

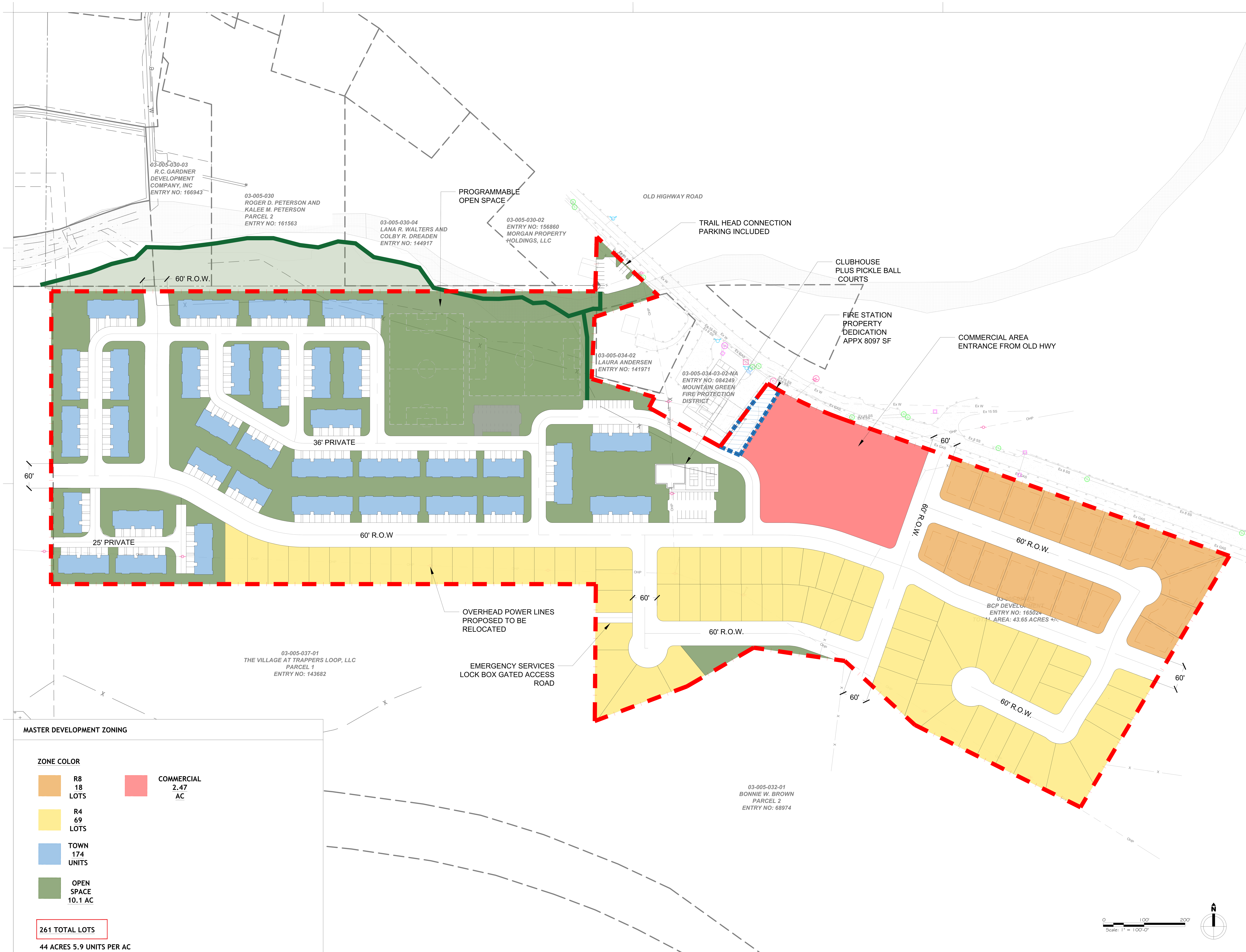
Community Renderings *(Previous rendition)*

OVERALL

TOWN HOME VIEW WEST

CLUBHOUSE VIEW NORTH

TRAIL



FLAGSHIP

300 S 1350 E, FLR 2 LEHI, UT 84043

CONSULTANT

PROJECT

EAGLE VISTA

MOUNTAIN GREEN, UT

SEAL

PRELIMINARY PLANS NOT FOR CONSTRUCTION

CLIENT

ISSUE

MARK	DATE	DESCRIPTION

PROJECT INFO

DATE: 08/12/2026

DRAWN BY: LUKE

JOB NO:

SET TITLE

CONCEPTUAL DESIGN SET

SHEET TITLE

EAGLE VISTA OPTION F

SHEET NO.

CD-201.F

WHEN RECORDED RETURN TO:
BCP DEVELOPMENT, LLC.
Attn: Peter Evans
300 S 1350 E St. 2nd Floor
Lehi, UT 84043

Affects Tax Parcel Nos. : 00-0003-3728, 00-0064-0208

DEVELOPMENT AGREEMENT

EAGLE VISTA VILLAS

This Development Agreement ("**Agreement**") is entered into as of ~~July~~August___, 2026 ("**Effective Date**") by and between MORGAN COUNTY, (the "**County**"), a political subdivision of the State of Utah and BCP DEVELOPMENT, LLC., a Delaware limited liability company and its successors, assigns, and transferees as permitted pursuant to this Agreement (the "**Developer**"), as the developer of a mixed-use project known as Eagle Vista Villas (the "Project"), consisting of residential development, neighborhood commercial development, parks, trails and open space, and a dedication of land for a future fire station, to be developed on approximately 43.15 acres of real property ~~as the developer of a mixed-use project known as Eagle Vista Villas (the "**Project**") to be developed on approximately 44 acres of real property~~ located within the unincorporated boundaries of Morgan County, Utah, as more fully described in **Exhibit A**, attached hereto and incorporated hereby by this reference ("**Property**") in accordance with and pursuant to this Agreement. Developer and the County are referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Developer owns the Property as more fully described in **Exhibit A**. Developer represents that it is the sole legal and equitable owner of the Property.

B. On April 21, 2026, the County Commission approved an amendment to Section 155.266 of the Morgan County Land Use Code ("**County Code**") and the Town Center Design Standards which will facilitate development of the Project.

C. At the request of the Morgan County Commission and pursuant to § 155.266(B)(4) of the County Code, Developer and the owner of the adjacent Gardner Development Town Center property participated in preparing a Joint Conceptual Plan and Narrative ("**Conceptual Plan**") for the coordinated planning and development of their respective Town Center properties. The Gardner Development owner participated in the planning process and represented to the County Commission that it was working cooperatively with Developer and the County in preparing the Conceptual Plan. Following consideration at a duly noticed public meeting, the County Commission approved the Conceptual Plan as the County's coordinated planning framework by Ordinance CO 26 -___ approving this Project. The approved Conceptual Plan is attached as Exhibit B and incorporated herein.

D. The Developer also owns an adjacent parcel consisting of approximately 6.29 acres ("**Rezone Area**") that is currently zoned Rural Residential (RR-1) and is not presently located within the Town Center zoning district. At the request of the Morgan County Commission, the Developer agreed to include the adjacent parcel as part of the overall Project in order to provide a detached single-family residential transition between the Town Center development and surrounding development. To accomplish that objective, the Developer has applied to rezone the adjacent parcel from RR-1 to R1-8, ("**Rezone**") as depicted on **Exhibit D**, which rezone is intended to be considered and approved contemporaneously with this Agreement as an integral component of the overall Project.

E. The Parties acknowledge that the Conceptual Plan, the Rezone, the commercial-allocation reduction, and this Agreement are related components of the Project but are separate land-use actions subject to independent consideration and approval. Except for the effectiveness of the Rezone as an express condition precedent to the effectiveness of this Agreement, approval of one action is not conditioned upon approval of another. ~~The Parties acknowledge that approval of the Conceptual Plan, approval of the Rezone, and approval of this Agreement are intended to occur concurrently and constitute interrelated components of the overall approval of the Project. Approval of any one of these actions is expressly conditioned upon approval of the others.~~

F. Upon approval, the County finds that the Project, including the approved Conceptual Plan, the Rezone, and this Agreement, is consistent with the Morgan County General Plan, the County Code, applicable Utah law, and the approvals granted concurrently herewith. The County further finds that the Project satisfies the requirements of § 155.266 of the County Code, including the findings necessary to approve the reduction in the commercial allocation.

G. The Parties acknowledge that the Project's neighborhood commercial component, the Open Space System (as defined in Section 4.6(a) below), and the TC Area Improvements (as defined in Section 4.6(b) below) have been planned and negotiated as an integrated whole, and together implement the purposes and objectives of the Town Center ("TC") zone under Morgan County Code § 155.266, including the County's objectives for neighborhood commercial services, parks, trails, open space, and the orderly, coordinated development of the broader TC area as a connected and cohesive district.

The Parties further acknowledge that the Project includes not less than 2.5 acres of land within the Town Center zoning district designated for neighborhood commercial development, located adjacent to the parcel to be dedicated for a future fire station and taking direct access from Old Highway Road, and that this commercial component is a material and negotiated element of the Project and of the approvals granted concurrently herewith.

~~G. The County further finds that the Project provides substantial, measurable, and enforceable public benefits that support the reduction in the commercial allocation approved herein and materially exceed those that would otherwise be achieved through strict compliance with the Town Center Zone requirements. Such public benefits include, without limitation, dedication of land for a future fire station, dedication of public trail property, construction and enhancement of regional trail connections, construction of recreational amenities, provision of a broader mix of housing types, including detached single-family residences, and implementation of coordinated development patterns that promote connectivity, compatibility, and cohesive development within the Town Center area and surrounding properties.~~

H. This Agreement is entered into pursuant to the County Land Use, Development, and Management Act, Utah Code Title 17, Chapter 79 (the "**Act**").

I. Developer and County have cooperated in the preparation of this Agreement.

J. **The Parties understand and intend that this Agreement constitutes a "development agreement" as defined in § 17-79-102(20)(a) of the Act and is entered into pursuant to § 17-79-508 of the Act, each as amended or renumbered from time to time.** ~~The Parties understand and intend that this Agreement is a~~

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~~"development agreement" within the meaning of, and entered into pursuant to, the terms of §17-79-102(a) of the Act~~.

K. The proposed development of the Property is designed to further the goals and objectives of the County, provide public benefits, and implement the long-range planning vision of the General Plan. The provisions of this Agreement are intended to promote public health, safety, and welfare and advance the policies of the County pursuant to County Code §155.530.

L. Developer and County enter into this Agreement to define certain standards, clarify expectations, and establish enforceable commitments associated with the development of the Property and Project.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Developer hereby agree to the following:

AGREEMENT

1. INCORPORATION OF RECITALS AND EXHIBITS

1.1 **Incorporation**.

The foregoing Recitals and all attached Exhibits are hereby incorporated into this Agreement.

1.2 **Conceptual Plan**.

The approved Conceptual Plan, attached as **Exhibit B**, is incorporated into this Agreement and is binding upon the Developer and all successors, assigns, and subsequent owners of any interest in the Property. The Conceptual Plan shall run with the Property to the extent applicable to the Property and shall govern the coordinated planning and development of the Property as provided in this Agreement.

The Parties acknowledge that the Conceptual Plan also applies to other property depicted~~s~~ in the Conceptual Plan and provides a coordinated planning framework for property not subject to this Agreement. Each development agreement shall govern only the property to which it applies, and nothing in this Agreement shall impose upon the Developer responsibility for the obligations of any other property owner or make the Developer responsible for another property owner's default under a separate development agreement. Approval or incorporation of the Conceptual Plan does not grant vested rights or development approval to any property owner that has not executed the Conceptual Plan and entered into a development agreement approved by the County or otherwise obtained vested rights under applicable law.

1.3 **Order of Precedence**.

If any conflict or inconsistency exists between the operative provisions of this Agreement and the Conceptual Plan, Narrative, renderings, plans, or other Exhibits, the operative provisions of this Agreement shall control, except where this Agreement expressly provides that a specifically identified Exhibit provision controls. The Conceptual Plan establishes the approved general development framework for the Project. Except for a standard, quantity, public benefit, deadline, improvement, dedication, or other commitment specifically identified as mandatory in an operative provision of this Agreement, the notes, renderings, dimensions, alignments, lot configurations, phasing boundaries, and other details shown in the Exhibits are conceptual and illustrative and may be refined through the preliminary plat, final plat, engineering, and permit-approval processes without an amendment to this Agreement, provided that the refinement complies with applicable

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law and does not increase the maximum approved density, authorize an unapproved Residential Product Type, or materially reduce an obligation expressly imposed on Developer by this Agreement. General incorporation of an Exhibit does not, by itself, convert an illustrative detail into an independent obligation or limit the development flexibility expressly granted by this Agreement.

2. ZONING, PERMITTED USES, AND PLAT APPROVAL

2.1 Zoning and Permitted Uses.

The Property is currently zoned Town Center District ("**TC**") and Rural Residential ("**RR-1**"). The Property is also subject to the Town Center Design Standards set forth in §§ 155.265 through 155.270~~—270~~ of the County Code. Following approval of the Rezone contemplated by this Agreement, the Property shall consist of ~~(~~TC and R1-8 zoning districts as shown on the approved exhibits.

Within the TC-zoned portion of the Property, not less than two and one-half (2.5) acres shall be designated for neighborhood commercial use as provided in Section 4.7 and as depicted on the Conceptual Plan attached hereto as Exhibit B. Commercial development within the Project shall be subject to the use, design, signage and parking requirements applicable within the TC Zone.

2.2 Preliminary and Final Plats.

The Developer shall obtain approval of all preliminary and final plats required for development of the Property in accordance with §§ 155.405 through 155.424 of the County Code.

2.3 Completion Assurances.

Developer shall provide improvement completion assurance for all required public improvements in accordance with Land Use Code § 155.420 and as set forth in Section 11.3 of this Agreement. No third party, including lot purchasers, shall have rights as a third-party beneficiary under any improvement completion assurance.

2.4 Building Permits.

Following recordation of the applicable final plat(s), Developer may sell lots and apply for building permits in accordance with applicable law. The County shall issue building permits only upon compliance with applicable law, the County Code, this Agreement, approved plats, applicable conditions of approval, and all required infrastructure and financial-assurance requirements. Nothing in this Agreement limits or modifies the County's authority or procedures under applicable law or the County Code to withhold, deny, suspend, condition, or revoke any permit, certificate, inspection, plat approval, or other development approval.

3. REZONE OF PORTION OF THE PROPERTY

3.1 Rezone Authorization and Agreement.

Contemporaneously with approval of this Agreement, the County Commission separately approved the rezone of the approximately 6.29-acre Rezone Area from RR-1 to R1-8, as depicted and legally described in Exhibit D, by Ordinance No. ________. The Rezone constitutes an integral component of the Project approvals, and this Agreement shall not become effective unless and until the Rezone ordinance becomes effective.

3.2 Independent Land-Use Action. ~~Relationship to Agreement.~~

The Conceptual Plan, the Rezone, the commercial-allocation reduction, and this Agreement are related components of the Project but constitute separate land-use actions, each subject to independent consideration and approval under applicable law. Approval of the Conceptual Plan shall not be a condition precedent to consideration or approval of the commercial-allocation reduction, and approval of the commercial-allocation reduction shall not be a condition precedent to consideration or approval of the Conceptual Plan. A delay in, challenge to, or failure to approve one such action shall not, by itself, invalidate or impair any other action that has been lawfully approved or any vested right arising from that approval. The Rezone becoming effective is the only condition precedent to this Agreement becoming effective. No additional approval, sequencing requirement, or condition precedent shall be implied from the relationship among these land-use actions.~~The Rezone, Conceptual Plan, and this Agreement are intended to function together as an integrated approval framework for the Project. The rights and obligations established by this Agreement are based upon approval of the Rezone and Conceptual Plan.~~

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3.3 Effect of Rezone.

Upon the effective date of the Rezone ordinance, the Rezone Area shall be governed by the standards applicable to the R1-8 zoning district, together with the applicable provisions of this Agreement and the approved Conceptual Plan.

3.4 Consistency with Approved Development.

Upon the effective date of the Rezone, the Rezone Area shall be governed by the standards, permitted uses, density limitations, and other requirements applicable to the R1-8 zoning district, together with any additional requirements imposed by this Agreement and the approved Conceptual Plan. Nothing in this Agreement modifies or supersedes the requirements of the R1-8 zoning district.

3.5 Scope of Rezone.

The Rezone applies solely to the approximately 6.29-acre Rezone Area depicted and legally described in **Exhibit D** and does not alter the zoning applicable to any other portion of the Property. Any subsequent modification of the zoning classification or boundaries of the Rezone Area shall be considered and acted upon in accordance with applicable law and the County Code.

3.6 Vesting.

Upon the effective date of the Rezone ordinance, the zoning and development rights associated with the Rezone Area shall constitute vested rights under this Agreement, subject only to the terms, conditions, and limitations expressly set forth herein and applicable state law.

4. APPROVED USE, DENSITY, AND DEVELOPMENT STANDARDS

4.1 Property Subject to Agreement.

The Property subject to this Agreement is legally described in **Exhibit A** attached hereto. No additional property shall be added to or removed from this Agreement except with written amendment by the Parties.

4.2 Approved Use, Density, Commercial Allocation and Required Findings.

Developer is vested with the right to develop and construct no more than two hundred seventy ~~sixty-seven~~ (270~~267~~) dwelling units within the Project. Developer is authorized, but not required, to develop up to~~to~~

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two hundred seventy ~~sixty-seven~~ (270~~267~~) dwelling units within the Project. At full buildout, the Project shall contain not fewer than ninety-six (96) ~~one hundred forty-three (143)~~ detached single-family dwelling units, consisting of Executive and Signature Single-Family Homes in such proportions as Developer may determine, and not more than one hundred seventy~~-twenty-~~four (174~~124~~) Luxury Townhomes. Subject to those limitations, Developer may adjust the number and mix of dwelling units without amending this Agreement. These requirements apply to the Project as a whole at full buildout and do not establish a minimum total unit count, require the development of any Luxury Townhomes, or require any individual phase to contain a particular unit mix. If an inconsistency exists between this Section and any unit count, allocation, tabulation, illustration, or narrative contained in the Conceptual Plan, this Section controls. ~~, subject to the required housing mix and all other requirements of this Agreement.~~ The approved dwelling units shall consist only of the following residential product types ("**Residential Product Types**"):

(a) Executive detached single-family homes

(b) Signature detached single-family homes and;

(c) Luxury townhomes.

Developer may adjust the number of dwelling units within each approved range without amending this Agreement, provided that the total number of dwelling units does not exceed 270 ~~267~~.

For purposes of this Agreement, "dwelling unit" means one dwelling within a Residential Product Type expressly identified and approved under this Section. No apartment, condominium, multifamily configuration, or other residential use or product type not expressly identified in this Section may be developed within the Project without an amendment to this Agreement approved by the County Commission. The term "dwelling unit" does not independently authorize any housing type, building configuration, density, or use not expressly approved by this Agreement and the Conceptual Plan.

The Project shall include not less than two and one-half (2.5) acres of land within the TC zoning district designated for neighborhood commercial use, as more fully provided in Section 4.7 (the "Commercial Parcel"). Section 155.266(C) of the County Code would otherwise require that thirty-five percent (35%) of the development area, or approximately 15.10 acres, be designated for commercial uses. The County approves a commercial allocation below that otherwise required by § 155.266(C) based upon the housing mix, the Commercial Parcel provided under Section 4.7, and the other measurable and enforceable public benefits required by this Agreement, and based upon the findings set forth in this Section and in § 155.266(D).

~~The minimum commercial development required within the Project is zero (0) square feet of commercial floor area. The County approves a commercial allocation below that otherwise required by § 155.266(C) of the County Code based upon the housing mix and other measurable and enforceable public benefits required by this Agreement~~.

The approved residential density, housing mix, commercial development, park and open space, amenities, trails, and land dedications depicted on the approved Conceptual Plan are incorporated into this Agreement and constitute the approved development program for the Property. The County approves a commercial allocation for the Project that is less than the commercial allocation otherwise required by §155.266(C). The County further finds, based upon substantial evidence contained in the legislative record, that the approved reduction satisfies the requirements of §155.266(D), including the following finds:

(a) Due to the location, configuration relationship to existing and planned commercial areas, circulation patterns, connectivity, and surrounding development patterns, strict application of the commercial allocation requirement would result in less cohesive Town Center development and could create isolated commercial areas not integrated with other commercial development;

(b) The approved development pattern, together with the public benefits secured through this Agreement, provides a substantially greater and more durable benefit to the County and the Town Center area than strict compliance with the commercial allocation requirement;

(c) Public benefits supporting the reduction include the measurable and enforceable public benefits secured by this Agreement, including, without limitation, dedication of land for a future public fire station, regional trail connectivity and public trail dedications, enhanced recreational amenities, infrastructure and connectivity improvements, provision of diverse housing types including detached single-family residences, landscaping and buffering, and the additional public benefits described in Sections 4.3 through 4.8 and Article 5 of this Agreement.

4.3 Diversity of Housing Types.

As a material public benefit supporting approval of the Conceptual Plan and the reduction in commercial allocation, Developer shall construct each Residential Product Type in the quantities and within the ranges established in Section 4.2.

The Residential Product Types shall satisfy the following requirements:

(a) **Executive and Signature Single-Family Homes**. The Executive and Signature Single-Family Home products within the development shall consist of detached, single-family residential dwelling units designed to an elevated standard of finish and architectural quality, representing the highest residential tier within the Project. The units shall feature distinctive mountain-style architecture incorporating enhanced elements such as stone, accents, articulated and pitched rooflines, and refined exterior materials and color palette intended to harmonize with the surrounding natural setting and to present a distinguished, high-quality streetscape. The homes shall offer a variety of floor plans and elevations to promote visual diversity and reinforce the executive character of the product, while maintaining a unified design theme throughout the Project consistent with the applicable design standards of the County.

(b) **Luxury Townhomes**. The townhome product within the development shall consist of attached, two-story residential dwelling units designed to a luxury standard of finish and architectural quality. The units shall feature mountain-style architecture incorporating elements such as stone, accents, pitched rooflines, and complementary exterior materials and color palette intended to harmonize with the surrounding natural setting and to present a cohesive, high-quality streetscape. The architectural design, materials, and elevations are intended to create an attractive, premium residential offering that appeals to discerning homebuyers while remaining consistent with the character of the community and the applicable design standards of the County.

(c) **Compliance**. All Residential Product Types shall comply with the County's applicable Town Center Design Standards, the approved Conceptual Plan, and the design requirements established by this Agreement. Descriptions of architectural character or quality in this Section do not replace or reduce compliance with objective County design and construction standards.

(d) **Limited Adjustments**. Minor adjustments to individual lot dimensions, dwelling sizes, and lot configurations may be approved through the preliminary and final plat process without amending this Agreement, provided that each adjustment: (i) complies with applicable development standards; (ii) remains substantially consistent with the approved Conceptual Plan; (iii) does not increase the maximum approved density; (iv) does not create or authorize an unapproved Residential Product Type; ~~;~~ and (v) does not materially alter the character, quality, or overall housing mix approved by this Agreement.

A proposed modification that does not satisfy all of these requirements is a material modification requiring an amendment to this Agreement approved by the County Commission.

(e) **Housing Mix Within Project Phases**. Each preliminary and final plat application shall identify the number and type of dwelling units included within the proposed phase and demonstrate how the proposed phase, together with completed and remaining development, will satisfy the required maximum allocations established by Section 4.2.

(f) **Final Phase**. The County shall not approve the final residential phase or issue a certificate of occupancy for a dwelling unit that would cause the Project to exceed an approved maximum under Section 4.2.

4.4 Community Landscaping, Signage, and Buffers.

As a material public benefit supporting the approved reduction in the commercial allocation, and to enhance the character, appearance, and character of the TC portion of the Project, Developer shall provide, at Developer's sole cost and expense, community landscaping and entry features for the Project, including street and park-strip landscaping, perimeter landscaping and buffers between differing housing types and adjacent uses, street trees along the main roadway, and monument, entry, and wayfinding signage consistent with County regulations and the County's TC Zone standards. Such landscaping, signage, and buffer improvements shall be owned and maintained by one or more Owner Associations (defined below) in accordance with recorded CC&Rs, at no cost or expense to the County.

4.5 Construction-Phase Commitments.

In addition to the public benefits provided elsewhere in this Agreement, and in recognition of the impacts of construction on existing residents and the surrounding community, Developer shall implement reasonable construction-management practices during development of the Project, including: (a) fugitive dust control measures consistent with applicable air-quality requirements; (b) designation and use of haul routes and truck-traffic management intended to minimize impacts on existing residential streets and neighboring properties; (c) observance of reasonable construction hours consistent with County requirements and applicable noise standards; and (d) maintenance of construction sites in a manner that reasonably controls mud, debris, and tracking onto public roadways. The specific measures shall be consistent with the County's applicable ordinances and any conditions of approval for the Project.

~~**4.6 Infrastructure, Open Space Improvements Serving the Broader Town Center Area.**~~

~~As a further material public benefit supporting the approved reduction in the commercial allocation, in addition to the trail improvements described in Section 6.1, Developer shall provide certain roadway, access, utility, water, and open space improvements and dedications that are designed and sized to serve~~

~~not only the Project but also the broader TC area as set forth in the Conceptual Plan attached hereto as **Exhibit B**, thereby supporting the orderly, coordinated development of the TC area as a connected and cohesive district. Except as otherwise expressly provided in this Agreement, including the cost-recovery provisions applicable to oversized utility infrastructure set forth in subsection (c) below, the improvements described in Section 4.6 shall be designed and constructed by Developer at Developer's sole cost and expense.~~

~~(a) **Roadway and Access Improvements.** Developer shall design and construct roadway and access improvements within and adjacent to the Project that improve vehicular and pedestrian circulation for the TC area to provide an improved access route for the benefit of other developments within the TC Zone as set forth in the Conceptual Plan attached hereto as **Exhibit B**. These improvements are intended to reduce the future access and circulation burden on neighboring parcels and to support the connectivity of the TC area as contemplated by the County's planning for the area. In connection with the foregoing, and as anticipated by the approved Conceptual Plan, Developer shall dedicate to the County or the applicable roadway authority such right-of-way along Old Highway Road as shown on the concept street layout in the Conceptual Plan attached hereto as **Exhibit B**. The specific location, configuration, and dimensions of such roadways and access improvements shall be established through the preliminary and final plat process.~~

~~(b) **Reciprocal and Cross-Access.** Developer shall grant and record such reciprocal access and cross-access easements as are reasonably necessary to provide for vehicular and pedestrian access to and from neighboring parcels, including, as applicable, the adjacent parcels currently owned by Cottonwood Meadows Holdings, Soderby LTD, Bonnie W. Brown, Bar-Z Investments, and Village at Trappers Loop LLC, thereby supporting the orderly development and connectivity of adjacent properties within the Town Center area. The specific location, configuration, and terms of such easements shall be established through the preliminary and final plat process and the applicable access or exchange agreements.~~

~~(c) **Utility Infrastructure with Broader-Area Capacity.** Developer shall, at its sole cost, design and construct all utility infrastructure required to serve the Project in accordance with applicable law and the requirements of the applicable utility providers. If an applicable utility provider requires infrastructure to be oversized or extended beyond that reasonably necessary to serve the Project, any reimbursement, credit, cost-sharing arrangement, or other cost-recovery mechanism may be established through a separate written agreement with the utility requiring the additional capacity. If the County requests additional capacity or infrastructure beyond that required by applicable law, the County Code, generally applicable County standards, approved plans, conditions of approval, or applicable utility provider requirements, any County participation shall arise only through a separate written agreement approved by the County Commission.~~

~~(d) **Water Rights and Share Dedication.** As a public benefit, Developer shall dedicate or convey to the applicable culinary water and secondary (irrigation) water providers such water rights and water shares as are legally required to serve the Project, in the quantities and through the mechanism required by the applicable provider and in accordance with applicable Utah law, thereby protecting the capacity of the existing water systems for the benefit of current and future residents of Mountain Green. The specific water rights, shares, and dedication mechanism shall be established in coordination with the applicable provider and in accordance with its water-dedication and share-requirement policies and applicable Utah law.~~

~~(e) **Shared Open Space and Regional Trail Connectivity.** The open space, trail, and pedestrian improvements provided by Developer under this Agreement, including the Cottonwood Creek Trail and the trailhead, easements,~~

~~and related improvements described in Section 6.1, are intended to be publicly accessible and to provide connectivity that benefits the broader Mountain Green and TC area. Developer shall cooperate in good faith with the County in coordinating the location and configuration of these improvements so that they may be extended through, and connected to, future development and public open space within the TC area. Nothing in this Section shall be construed to obligate Developer to construct, fund, secure, or complete any trail improvement beyond those located within the Property and expressly described in Section 6.1, and the foregoing statement of intent shall not be enforceable as an affirmative obligation of Developer.~~

4.6 Park, Open Space, and Infrastructure Improvements Serving the Broader Town Center Area.

As a further material public benefit supporting the approved reduction in the commercial allocation, and in addition to the improvements described in Section 6.1, Developer shall provide the parks, trails, open space, roadway, access, utility, and water improvements and dedications described in this Section 4.6, which are designed and sized to serve not only the Project but also the broader TC area as set forth in the Conceptual Plan attached hereto as Exhibit B, thereby supporting the orderly, coordinated development of the TC area as a connected and cohesive district.

(a) Open Space System; Local Park and Trail Areas.

As a material public benefit to the TC zone and to the Mountain Green community as a whole, Developer shall provide not less than ten (10) acres of parks, trails, and open space within the Project (collectively, the "Open Space System"), consisting of: (i) approximately six (6) acres of publicly accessible park and trail improvements, including the local park and the Cottonwood Creek Trail corridor, in the general locations depicted on the Conceptual Plan attached hereto as Exhibit B and as further described in Section 6.1 (the "Local Park and Trail Areas"), which shall be open and accessible to the general public and shall not be restricted to residents of the Project; and (ii) approximately four (4) acres of common open space, landscaped areas, and pedestrian connections distributed throughout the Project (the "Neighborhood Open Space"), which shall be owned and maintained by one or more Owner Associations for the benefit of Project residents. Together, the Open Space System is designed to function as an integrated network of active and passive open space serving both the Project and the broader TC area, providing recreational opportunities, trail connectivity to the Cottonwood Creek Trail corridor, and pedestrian linkages between the Project's residential neighborhoods, the Commercial Parcel, and adjacent TC parcels, thereby advancing the TC zone's purpose of creating a walkable, connected, and cohesive district.

(b) TC Area Improvements.

In addition to the Open Space System, Developer shall provide the roadway, access, utility, and water improvements and dedications described in subsections (b)(1) through (b)(4) below (collectively, the "TC Area Improvements"), which are designed and sized to serve not only the Project but also the broader TC area as set forth in the Conceptual Plan, thereby supporting the orderly, coordinated development of the TC area as a connected and cohesive district.

(1) Roadway and Access Improvements.

Developer shall design and construct roadway and access improvements within and adjacent to the Project that improve vehicular and pedestrian circulation for the TC area to provide an improved access route for the benefit of other developments within the TC Zone as set forth in the Conceptual Plan attached hereto as Exhibit B. These improvements are intended to reduce the future access and circulation burden on neighboring parcels and to support the connectivity of the TC area as contemplated by the County's planning for the area. In connection with the foregoing, and as anticipated by the approved Conceptual Plan, Developer shall dedicate to the County or the applicable roadway authority such right-of-way along Old Highway Road as shown on the concept street layout in the Conceptual Plan attached hereto as Exhibit B. The specific location, configuration, and dimensions of such roadways and access improvements shall be established through the preliminary and final plat process.

(2) Reciprocal and Cross-Access.

Developer shall grant and record such reciprocal access and cross-access easements as are reasonably necessary to provide for vehicular and pedestrian access to and from neighboring parcels, including, as applicable, the adjacent parcels currently owned by Cottonwood Meadows Holdings, Soderby LTD, Bonnie W. Brown, Bar-Z Investments, and Village at Trappers Loop LLC, thereby supporting the orderly development and connectivity of adjacent properties within the Town Center area. The specific location, configuration, and terms of such easements shall be established through the preliminary and final plat process and the applicable access or exchange agreements.

(3) Utility Infrastructure with Broader-Area Capacity.

Developer shall, at its sole cost, design and construct all utility infrastructure required to serve the Project in accordance with applicable law and the requirements of the applicable utility providers. If an applicable utility provider requires infrastructure to be oversized or extended beyond that reasonably necessary to serve the Project, any reimbursement, credit, cost-sharing arrangement, or other cost-recovery mechanism may be established through a separate written agreement with the utility requiring the additional capacity. If the County requests additional capacity or infrastructure beyond that required by applicable law, the County Code, generally applicable County standards, approved plans, conditions of approval, or applicable utility-provider requirements, any County participation shall arise only through a separate written agreement approved by the County Commission.

(4) Water Rights and Share Dedication.

As a public benefit, Developer shall dedicate or convey to the applicable culinary water and secondary (irrigation) water providers such water rights and water shares as are legally required to serve the Project, in the quantities and through the mechanism required by the applicable provider and in accordance with applicable Utah law, thereby protecting the capacity of the existing water systems for the benefit of current and future residents of Mountain Green. The specific water rights, shares, and dedication mechanism shall be established in coordination with the applicable provider and in accordance with its water-dedication and share-requirement policies and applicable Utah law.

(c) Shared Open Space and Regional Trail Connectivity.

The open space, trail, and pedestrian improvements provided by Developer under this Agreement, including the Cottonwood Creek Trail and the trailhead, easements, and related improvements described in Section 6.1, are intended to be publicly accessible and to provide connectivity that benefits the broader Mountain Green community and TC area. Developer shall cooperate in good faith with the County in coordinating the location and configuration of these improvements so that they may be extended through, and connected to, future

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development and public open space within the TC area. Nothing in this subsection shall be construed to obligate Developer to construct, fund, secure, or complete any trail improvement beyond those located within the Property and expressly described in Section 6.1, and the foregoing statement of intent shall not be enforceable as an affirmative obligation of Developer.

(d) Ownership; Public Access; Maintenance.

The Local Park and Trail Areas shall be owned and maintained by one or more Owner Associations in perpetuity, subject to a public access easement in a form reasonably acceptable to the County, which easement shall be recorded against the applicable parcels at or before recordation of the final plat for the phase containing such improvements. All costs of maintenance, repair, and replacement of the Open Space System shall be funded through the Owner Associations as provided in Section 7.3 of this Agreement, at no cost to the County. Developer and each Owners Association voluntarily agree, pursuant to this Agreement, to own and maintain the Local Park and Trail Areas and the other publicly accessible portions of the Open Space System, and the County has not required, and this Agreement shall not be construed as the County requiring, private maintenance of a public amenity except as voluntarily agreed in this Agreement.

(e) Completion.

Developer shall achieve substantial completion of the Local Park and Trail Areas (or such phases thereof as are depicted on Exhibit B) in accordance with the amenity phasing and completion schedule set forth in Section 5.2 of this Agreement. Neighborhood Open Space within each phase shall be substantially completed concurrently with the subdivision improvements for such phase, consistent with the completion assurance provisions of Section 10.3 of this Agreement and Morgan County Code § 155.420.

(f) County Findings.

The County acknowledges and finds that the Open Space System and the TC Area Improvements: (i) constitute substantial and material public benefits to the TC zone and to the Mountain Green community; (ii) meet or exceed the open space, amenity, and community design requirements of Morgan County Code §§ 155.265 through 155.270 applicable to the Project; (iii) with respect to the Local Park and Trail Areas, provide publicly accessible recreational amenities and trail connectivity serving residents and properties throughout the broader TC area; (iv) with respect to the Neighborhood Open Space, implement the open space, landscaping, and walkability objectives of the TC zone, reduce demand on public park facilities, and establish the pedestrian framework connecting the Project's residential neighborhoods to the Local Park and Trail Areas and the Commercial Parcel; (v) with respect to the TC Area Improvements, reduce the future access, circulation, utility, and water-supply burden on neighboring parcels and support the orderly and coordinated development of the TC area; and (vi) together with the other obligations of Developer under this Agreement, constitute good and valuable consideration for the vested rights and approvals granted to Developer under this Agreement.

(g) Cost; Cost Recovery.

Except as otherwise expressly provided in this Agreement, including the cost-recovery provisions applicable to oversized utility infrastructure set forth in subsection (b)(3) above, the Open Space System and the TC

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Area Improvements shall be designed and constructed by Developer at Developer's sole cost and expense. Developer waives any claim to impact fee credits or reimbursement for the Local Park and Trail Areas, which waiver the County acknowledges as an additional public benefit under subsection (f) above.

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4.7 4.7 Neighborhood Commercial Parcel.

(a) Commercial Parcel. As a material component of the Project and of the approved development program, the Project shall include not less than two and one-half (2.5) acres of land within the Town Center zoning district designated for neighborhood commercial use (the "Commercial Parcel"). The Commercial Parcel shall be located adjacent to the FD Parcel described in Section 6.3 and shall have frontage upon Old Highway Road, in the general location depicted on the Conceptual Plan attached hereto as Exhibit B. The specific boundaries, configuration and dimensions of the Commercial Parcel shall be established through the preliminary and final plat process, provided that the Commercial Parcel shall in all events contain not less than 2.5 acres.

(b) Permitted Uses; Compliance with TC Zone; Use Not Determined by This Agreement. The uses permitted on the Commercial Parcel shall be those commercial uses authorized within the Town Center zoning district under § 155.132 of the County Code, and all development and operation of any business upon the Commercial Parcel shall comply with the requirements applicable within the TC Zone, including the Town Center Design Standards set forth in §§ 155.265 through 155.270 of the County Code and the County's generally applicable signage and off-street parking requirements. The Parties acknowledge and agree that the specific commercial use or uses to be developed upon the Commercial Parcel are not determined by this Agreement and shall be established through the site plan, subdivision and permitting processes applicable at the time of development, in accordance with the County Code and applicable law. Nothing in this Agreement obligates Developer or any successor owner to develop, or restricts Developer or any successor owner from developing, any particular commercial use otherwise permitted within the TC Zone, and no amendment to this Agreement shall be required in order to pursue approval of any such permitted use.

(c) Pad-Ready Delivery; No Vertical Construction Obligation. Developer shall create the Commercial Parcel as a separate legal lot by recorded final plat and shall, at Developer's sole cost and expense, deliver the Commercial Parcel in a pad-ready condition. For purposes of this Agreement, "pad-ready" means that the Commercial Parcel has been rough graded in accordance with the approved construction drawings; that culinary water, sanitary sewer, storm drainage, and dry utilities have been stubbed to the boundary of the Commercial Parcel in capacities adequate to serve commercial development permitted within the TC Zone; and that vehicular access to the Commercial Parcel has been provided directly from Old Highway Road in accordance with the requirements of the applicable roadway authority.

Developer shall not be obligated to construct any vertical improvement or building upon the Commercial Parcel, to design any building, to secure any tenant, occupant, purchaser or user, or to achieve any level of occupancy or commercial activity. Neither the absence of vertical construction upon the Commercial Parcel, nor the absence of any tenant, occupant or user, nor the timing of any future commercial development, shall constitute a default under this Agreement, and no building permit, plat approval, inspection, or certificate of occupancy for any residential dwelling unit or other portion of the Project shall be withheld, denied, suspended, conditioned or delayed on account of any of the foregoing.

Any improvement completion assurance required under Section 10.3 and § 155.420 of the County Code with respect to the Commercial Parcel shall extend only to the pad-ready improvements described in this subsection (c) that Developer is obligated to construct, and shall not extend to any vertical improvement.

(d) Access. The Commercial Parcel shall take direct vehicular access from Old Highway Road and shall not take general vehicular access from the internal street network of the Project. The location and configuration of the access shall be established through the preliminary and final plat process and shall be subject to the approval and permitting requirements of the applicable roadway authority. Nothing in this subsection precludes pedestrian connections between the Commercial Parcel and the Project, or an emergency access connection if required by the applicable fire authority.

(e) Conveyance; Responsibility for Vertical Development. Developer may sell, convey, ground lease or otherwise transfer the Commercial Parcel to any third party at any time. Following delivery of the Commercial Parcel in pad-ready condition, the design, construction, use and operation of any vertical improvement upon the Commercial Parcel shall be the sole responsibility of the then-current owner of the Commercial Parcel, and Developer shall have no continuing obligation or liability with respect thereto. The obligations of this Section 4.7 relating to the designation of the Commercial Parcel for commercial use and to compliance with the TC Zone shall run with the Commercial Parcel and bind each successor owner.

(f) No Conversion Without Amendment. The Commercial Parcel shall not be converted to residential use, reduced below 2.5 acres, or eliminated from the Project except by amendment to this Agreement approved by the County Commission. The dwelling units authorized by Section 4.2 may not be relocated onto the Commercial Parcel, and no portion of the Commercial Parcel shall be counted toward satisfaction of the Open Space System required by Section 4.6.

(g) Exclusion from Owners Association. The Commercial Parcel shall not be included within, and shall not be subject to the jurisdiction, governing documents, architectural review, or assessments of, any Owners Association established pursuant to Article 7 of this Agreement. No Owners Association shall have any obligation to own, operate, maintain, repair or replace any improvement located upon the Commercial Parcel, and the owner of the Commercial Parcel shall have no right to use any Project Amenity reserved for the use of residents and guests of the Project. Because the Commercial Parcel takes direct access from Old Highway Road as provided in subsection (d), the owner of the Commercial Parcel shall have no obligation to contribute to the maintenance of the private roadways within the Project. If the Commercial Parcel is served by a stormwater facility shared with the Project, Developer shall cause to be recorded, at or before recordation of the final plat creating the Commercial Parcel, a drainage easement and maintenance cost-sharing agreement allocating a proportionate share of the maintenance cost of such shared facility to the owner of the Commercial Parcel, at no cost or expense to the County.

Notwithstanding the exclusion of the Commercial Parcel from each Owners Association, the Commercial Parcel remains subject to this Agreement, and this Agreement shall run with and bind the Commercial Parcel and each successor owner thereof as provided in Section 13.1.

(h) Public Benefit. The provision of the Commercial Parcel constitutes a material public benefit supporting approval of the Conceptual Plan, the Rezone, the reduction in the commercial allocation approved pursuant to § 155.266(D), and this Agreement. The County finds that the Commercial Parcel, by reason of its location adjacent to the FD Parcel, its direct access from Old Highway Road, and its relationship to existing and planned commercial areas within the TC Zone, supports the development of the Town Center area as a connected and cohesive district and provides for neighborhood commercial services to residents of the Project and the surrounding Mountain Green community.

~~**[Reserved].**~~

4.8 [Reserved].

4.9 Short-Term Rental Prohibition.

As a further material public benefit supporting the approved reduction in the commercial allocation, the Parties acknowledge that the preservation of the Project as a long-term residential community is a material consideration supporting the County's approval of the reduction in commercial allocation.

Short-term rentals, including nightly or transient lodging accommodations, are strictly prohibited within the legally recorded boundaries of the development and shall not be permitted under any circumstances through plat notes, covenants, or other recorded instruments. Allowed uses and development approvals shall be governed by the TC Zone and the County Code and shall proceed through subdivision and building permit approvals consistent with such regulations.

The prohibition against short-term rentals established by this Agreement shall be included in the recorded CC&Rs and shall run with the applicable portions of the Property. Following recordation of the CC&Rs, the prohibition shall bind the Owners Association, each owner of an affected lot or dwelling unit, and their respective successors and assigns. Developer shall be responsible for compliance only with respect to property then owned or controlled by Developer and shall not be liable for a violation committed by an Owners Association, an owner, occupant, tenant, or other third party. The County may enforce the prohibition directly against the person or entity committing or responsible for the violation pursuant to this Agreement and applicable law, subject to any applicable notice-and-cure requirements. Nothing in this provision requires Developer to guarantee enforcement by an Owners Association or to pursue enforcement against another owner.

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4.10 Applicability of Town Center Development Standards

Except as expressly modified by this Agreement, development of the Property shall comply with the applicable development standards of the TC Zone, including § 155.267 of the County Code, to the extent such standards are not inconsistent with the approved commercial allocation, the approved Conceptual Plan, the Rezone, or the provisions of this Agreement. Development of the Commercial Parcel shall comply with the Town Center Design Standards, including §§ 155.267 and 155.269 of the County Code, as provided in Section 4.7(b).

5. PROJECT AMENITIES

5.1 Project Amenities.

The Project Amenities described in this Section 5.1 constitute material public benefits supporting approval of the Conceptual Plan, the reduction in commercial allocation authorized pursuant to §155.266(D), the Rezone, and this Agreement. The Parties acknowledge that such amenities exceed minimum development requirements and form part of the consideration supporting the approvals granted herein.

(a) **Amenities**. Developer shall construct the following resident-serving amenities ("**Project Amenities**").

- Community clubhouse with meeting space, restrooms, and kitchen facilities.

- Community amenities ~~(~~pickleball court(s) with fencing and safety features.
- Tot lot/playground.
- Covered pavilion with picnic tables.
- Landscaping and water-wise irrigation for all common areas.
- Decorative monument signage at the entrances into the Project.

The amenities described in this Section are voluntarily provided and exceed minimum County subdivision requirements for TC Zone, constituting public benefits associated with the development.

For clarity, the Project Amenities described above shall include: a community clubhouse containing a kitchen area, an open dining and gathering area, a weight room, and restroom facilities, sized sufficiently to support the number of residential and townhome units approved for the Project; two (2) pickleball courts, one (1) of which shall be open and accessible to the general public of Mountain Green, with the remaining court reserved for the use of residents of an Owners Association; a hot tub for the use of residents of the Owner's Association; a large grassed community park improved with shade trees and a children's playground; two (2) neighborhood pocket parks, each improved with seating; a continuous six-foot (6′) wide sidewalk along the main roadway through the Project for safe pedestrian circulation; and a reasonable number of public parking stalls in the vicinity of the clubhouse, trailhead, and publicly accessible pickleball court to serve members of the public using the public amenities, in the quantity and configuration to be established through the site plan and subdivision approval process.

Except for the public park, public sidewalk, the publicly accessible pickleball court, the public parking stalls, and the Cottonwood Creek Trail (collectively, the "**Public Amenities**"), which shall be open to the public, the Project Amenities are reserved for the use of residents and guests of the Project. All Project Amenities, including the Public Amenities, shall be owned, operated, maintained, repaired, and replaced by one or more Owner Associations (defined below) in accordance with recorded CC&Rs, at no cost or expense to the County, with the Developer responsible for maintenance until the applicable Owners Association assumes responsibility. Notwithstanding the foregoing, the County and an Owner's Association may, at the County's election and upon mutual written agreement, provide for the County to assume ownership and/or maintenance of one or more of the Public Amenities at such time as the County determines it has the resources and ability to adequately maintain them; provided that, unless and until such a transfer is completed by written agreement ~~and the County's~~, an Owner's Association shall remain responsible for the ownership and maintenance of all Project Amenities, including the Public Amenities.

(b) **County Standards**. Project Amenities shall be built to County standards which are subject to permitting and plan approval. The Developer shall obtain all necessary permits, inspections, and approvals from the County and all applicable regulatory agencies prior to commencement of construction of such Project Amenities.

(c) **Design and Sizing**. Final design, sizing, and placement of the Project Amenities shall be confirmed during the final plat process; provided, however, that no material reduction in the type, function, capacity, or quality of the Project Amenities shall occur without approval of the County in accordance with the County Code.

(d) Recreational Use Liability; Public Access; Change in Law.

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(i) Applicability of Recreational Use Protections. The Parties acknowledge that the Developer's agreement to construct, own, maintain, and permit public access to the trail system, including the Cottonwood Creek Trail (collectively, the "**Trail System**"), is based upon the liability protections afforded to private landowners under Utah Code Ann. §§ 57-14-101 through 57-14-205 and § 57-14-401, as amended from time to time, together with any successor statutes or other laws providing substantially equivalent liability protections (collectively, the "**Protection Statutes**"). The Developer, any applicable owner's association, and any successor owner of any portion of the Trail System are collectively referred to as the "**Trail Owner**."

(ii) Public Access and Reasonable Rules. Except as expressly provided in this subsection, the Trail System shall remain open and accessible to the general public. The Trail Owner may adopt and enforce reasonable, nondiscriminatory rules governing use of the Trail System, including reasonable hours of operation, temporary closures for maintenance, repair, hazardous conditions, emergencies, or special circumstances, and the installation and use of gates or other reasonable access-control measures. Any such rules or restrictions shall apply reasonably to both Project residents and members of the general public and shall not be used to defeat or materially impair the public-access obligation imposed by this Agreement. The Trail Owner shall provide the County with a copy of any generally applicable rules governing public use of the Trail System and shall post applicable hours and restrictions at trail access points.

(iii) Preservation of Statutory Protections. The Parties intend that authorized public recreational use of the Trail System qualify for the fullest liability protections available under the Protection Statutes. Nothing in this Agreement shall be construed as creating a duty of care, warranty, representation, special relationship, or assumption of liability beyond that imposed by applicable law or as waiving any protection, limitation of liability, immunity, or defense otherwise available to the County or the Trail Owner.

(iv) Qualifying Change in Law. For purposes of this subsection, a "Qualifying Change in Law" means the repeal, material amendment, or binding judicial interpretation of the Protection Statutes that materially diminishes or eliminates the liability protections applicable to a Trail Owner arising from public recreational use of the Trail System. A change in insurance cost or availability, standing alone, does not constitute a Qualifying Change in Law.

(v) Notice and Temporary Suspension of Public Access. If the Trail Owner reasonably determines that a Qualifying Change in Law has occurred and materially increases the Trail Owner's potential liability arising from public recreational use of the Trail System, the Trail Owner shall provide written notice to the County identifying:

1. the specific statutory amendment, repeal, or binding judicial decision constituting the Qualifying Change in Law;
2. the liability protection materially diminished or eliminated;
3. the resulting material increase in potential liability; and
4. the access restrictions or closure the Trail Owner believes are reasonably necessary in response.

Upon delivery of the written notice, the Trail Owner may temporarily suspend or reasonably restrict public access to the Trail System without being in default under this Agreement. Any suspension or restriction shall be limited to the extent reasonably necessary to address the increased liability resulting from the Qualifying Change in Law.

(vi) Meet and Confer. Within thirty (30) days after the County receives notice under subsection (v), the County and the Trail Owner shall meet and confer in good faith to determine whether public access may reasonably continue through revised operating rules, access restrictions, risk-management measures, transfer of ownership or maintenance responsibility, an amendment to this Agreement, or another mutually acceptable arrangement. Neither Party shall be required to assume additional liability, incur additional expense, transfer or accept ownership, or enter into an amendment without its separate written agreement.

(vii) Continued Suspension During Qualifying Change in Law. If the Parties do not reach a mutually acceptable written agreement, the Trail Owner may continue to suspend or restrict public access only for so long as the Qualifying Change in Law remains in effect and continues to materially diminish the liability protections applicable to the Trail Owner. Such suspension or restriction shall not eliminate, release, or terminate the public-access covenant established by this Agreement.

(viii) Restoration of Public Access. If the Protection Statutes are subsequently reenacted, amended, replaced, or authoritatively interpreted so that the materially diminished liability protection is restored or substantially equivalent protection again becomes applicable to the Trail Owner, the Trail Owner shall reopen the Trail System to the general public within thirty (30) days after the protection becomes effective. The Trail Owner shall thereafter continue to provide public access in accordance with this Agreement, subject to the reasonable rules and restrictions authorized by subsection (ii).

(ix) No County Defense, Indemnification, or Reimbursement. The County shall have no obligation to defend, indemnify, or hold harmless the Developer, a Trail Owner, an Owners Association, or any other private person or entity from claims arising from the ownership, operation, maintenance, condition, or use of the Trail System. The County shall also have no obligation to reimburse any Trail Owner for insurance premiums, deductibles, self-insured retention, loss of insurance availability, risk-management expenses, attorneys' fees, or other costs associated with ownership, maintenance, or public use of the Trail System.

(x) Optional Transfer to County. Following a Qualifying Change in Law, the County may, but shall not be obligated to, consider accepting ownership, operation, or maintenance responsibility for all or any portion of the Trail System. Any transfer or assumption of responsibility shall require a separate written agreement approved by the Morgan County Commission that expressly establishes the property interest transferred and the respective responsibilities and liabilities of the County and the Trail Owner. No County responsibility shall arise unless and until that separate agreement is fully executed and the applicable property interest is conveyed and accepted.

(xi) Covenant Running with the Land. The public-access obligation and the provisions of this subsection shall run with the land and bind the Developer, each applicable owner's association, each Trail Owner, and their respective successors and assigns. A temporary suspension or restriction authorized by this subsection shall not extinguish the public-access obligation or remove the covenant from the Property.

5.2 Amenity Phasing and Completion Schedule.

The Parties acknowledge that the Project is anticipated to be developed in approximately three phases and that phases may proceed concurrently or in an overlapping sequence based upon market demand for the different Residential Product Types.

The following Project-wide amenities shall be constructed as part of the first phase of the Project (For purposes of this Section, “first phase” means the first residential final plat recorded for any portion of the Project):

1. the community clubhouse, including the kitchen, dining and gathering area, weight room, and restroom facilities;

2. the hot tub;

3. both pickleball courts, including the publicly accessible pickleball court;

4. the principal tot lot/playground;

5. the covered pavilion and picnic facilities;

~~5~~6. the large grassed community park and required shade trees;

7. the Cottonwood Creek Trail and trailhead;

8. the public parking required to serve the clubhouse, trailhead, and publicly accessible pickleball court; and

9. all landscaping, irrigation, sidewalks, pedestrian connections, utilities, and other improvements necessary for the foregoing amenities to be complete, functional, accessible, and available for their intended use.

All Project-wide amenities listed above shall be completed, approved, and available for their intended use before issuance of Certificates of Occupancy for more than fifty percent (50%) of the dwelling units approved within the Project. Concurrent or overlapping development of another phase shall not extend or otherwise modify this requirement.

During each subsequent phase of development, all amenities serving or located within that phase, including any neighborhood pocket park, green space, sidewalk, trail connection, landscaping, and irrigation, shall be completed, approved, and available for their intended use before issuance of Certificates of Occupancy for more than fifty percent (50%) of the dwelling units approved within that phase.

Decorative monument signage at each Project entrance shall be installed before issuance of the first Certificate of Occupancy served by that entrance. If weather prevents timely completion of required landscaping, the County may approve completion during the next appropriate planting season, provided Developer posts financial assurance acceptable to the County and completes the landscaping by a date approved in writing by the County.

The County may withhold Certificates of Occupancy exceeding an applicable phase-specific threshold established by this Section until the required amenities have been completed, approved, and made available for their intended use.

The Commercial Parcel described in Section 4.7 is not a Project Amenity and is not subject to the amenity phasing and completion thresholds established by this Section 5.2.

5.3 No Substitution Without Approval.

Subject to Section 5.1(d), no Project Amenity identified in this Agreement may be eliminated, materially reduced, relocated, or substituted without written approval of the County. In reviewing any proposed modification, the County may consider whether the proposed change would materially affect the public benefits supporting approval of the Conceptual Plan, reduction in commercial allocation, Rezone, or this Agreement.

5.4 Aviation Easement.

All final plats shall include an aviation easement in favor of the County Airport for aircraft operations in airspace over the Property.

6. DEDICATION OF TRAIL OPEN SPACE AND LAND FOR FIRE DEPARTMENT

6.1 Park, Trail, and Open Space Improvements.

Developer shall design, construct, and install the Open Space System described in Section 4.6(a), consisting of the Local Park and Trail Areas and the Neighborhood Open Space, in the general locations depicted on Exhibit B. Improvements within the Local Park and Trail Areas shall include a six-foot (6′) wide asphalt pedestrian trail along the Cottonwood Creek corridor substantially in the location shown on Exhibit F (the 'Cottonwood Creek Trail'), together with a trailhead providing access from Old Highway Road, benches, shaded rest areas, directional and public-access signage, and the public parking required by Section 5.1. The Open Space System described in this Section 6.1 and in Section 4.6(a) constitutes a single obligation of not less than ten (10) acres in the aggregate, and nothing in this Agreement shall be construed to require parks, trails, or open space in excess of the Open Space System except as expressly stated herein.

~~**6.1 Trail Open Space Dedication.**~~

~~Developer shall, at its sole cost and expense, design and construct a six-foot (6′) wide asphalt pedestrian trail along the Cottonwood Creek corridor substantially in the location shown on the Conceptual Plan and **Exhibit F** (the "**Cottonwood Creek Trail**"). The Cottonwood Creek Trail improvements shall include a trailhead providing access from Old Highway Road, benches, shaded rest areas, directional and public-access signage, and the public parking required by Section 5.1.~~

The Cottonwood Creek Trail, trailhead, and related improvements shall remain privately owned and, except as authorized by Section 5.1(d), shall remain open and accessible to the general public. Developer and the applicable owners association shall own, operate, maintain, repair, and replace the trail and related improvements at no cost to the County.

Developer shall record a permanent public-access easement for the Cottonwood Creek Trail ("**Trail Easement**") ~~Before recordation of the first final plat affecting the Cottonwood Creek Trail, Developer shall record a permanent public-access easement over Cottonwood Creek Trail ("**Trail Easement**")~~ as shown on **Exhibit F** in a form reasonably and mutually acceptable to the Parties, including the County Attorney and recordable against the Property, sufficient to provide for public access to and maintenance of the Cottonwood Creek Trail. Recording the easement shall not be a condition to recordation of any final plat that does not include or directly affect the Cottonwood Creek Trail. Recording the mutually

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acceptable Trail Easement is a material obligation under this Agreement and failure to record the Trail Easement as required under this Section 6.1 shall constitute a material default under this Agreement.

The construction of the Cottonwood Creek Trail and the grant of the permanent public-access easement constitute material public benefits supporting approval of the Conceptual Plan, the Rezone, the reduced commercial allocation, and this Agreement.

6.2 Maintenance of Cottonwood Creek Trail.

The Cottonwood Creek Trail, the trailhead, and the related trail improvements shall be owned, maintained, repaired, and replaced by one or more Owner Associations (defined below) in accordance with recorded CC&Rs, at no cost or expense to the County, while remaining open and accessible to the public. The public-access requirement for the Cottonwood Creek Trail is based, in part, upon the liability protections afforded to private property owners under Utah's Protection Statutes. In the event such statutory protections are repealed, materially limited, or judicially determined to be unavailable to Developer or the Owner Associations (defined below) for public use of the trail, Developer and/or the Owners Associations shall have the rights set forth in Section 5.1(d) of this Agreement.

6.3 Fire Department Dedication.

(a) **FD Parcel**. Developer shall dedicate and convey to the County, or its designated fire protection provider, the parcel identified as Parcel "FD" on the approved Conceptual Plan and depicted on **Exhibit G** (the "**FD Parcel**"). The FD Parcel shall contain not less than .18 acres (or approximately 8097 sq. ft) and shall be substantially consistent in location, dimensions, configuration, and area with **Exhibit G**. Before conveyance, Developer shall provide a record of survey and legal description prepared by a licensed professional land surveyor and subject to County approval. The FD Parcel shall have legally sufficient and practically usable access to a public roadway and reasonable access to utilities necessary for development and operation of a fire station. The parcel shall be suitable for its intended use, including construction, access, circulation, parking, and operation of a fire station, as reasonably determined by the County following review of applicable title, survey, environmental, geotechnical, access, and utility information.

(~~b~~a) The FD Parcel is located adjacent to the Commercial Parcel described in Section 4.7, as depicted on Exhibit B.

(b) **T~~T~~iming of Conveyance**. Developer shall convey the FD Parcel in accordance with this Section 6.3 before recordation of the first final plat that includes or directly affects the FD Parcel. The conveyance shall not be a condition to the recordation of any earlier final plat that does not include or directly affect the FD Parcel.

(c) Conveyance; Title. The FD Parcel shall be conveyed to the County, Fire Department, or other County approved entity by Special Warranty Deed and in a condition sufficient to allow the FD Parcel to be lawfully and practically developed, accessed, operated, maintained, expanded, and continuously used as a fire station. Any title exceptions shall be subject to County's reasonable approval. Developer shall have no obligation to cure any title matter other than monetary liens required to be released at Closing and shall not be required to institute litigation, obtain third-party consents, acquire additional property interests, or incur costs to cure title. Developer shall not be required to provide title insurance. The FD Parcel identified in this Section 6.3 and depicted on Exhibit G shall be conveyed to the County in its then-existing, **"AS IS, WHERE IS" condition, with all faults**, without any representation or warranty by

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Developer concerning its physical condition, environmental condition, utility availability or capacity, suitability, or fitness for the County's intended use, except for any representation expressly stated in this Section 6.3. The County shall conduct such due diligence as it considers appropriate before accepting conveyance. Developer shall have no obligation to cure any deficiency; perform any investigation, remediation, grading, site preparation, or improvement; extend or provide utilities; or identify, acquire, dedicate, convey, or otherwise provide any substitute or alternative property. Developer's sole obligation shall be to convey the FD Parcel in accordance with the express conveyance requirements of this Section 6.3. The County shall not unreasonably withhold, condition, or delay its acceptance of the FD Parcel. Under no circumstances shall Developer be required to identify, acquire, dedicate, convey, or otherwise provide any substitute or alternative parcel.

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(~~c~~d) **Public Benefit**. The dedication of the FD Parcel constitutes a material public benefit supporting approval of the Conceptual Plan, the Rezone, the reduced commercial allocation, and this Agreement

6.4 Tax Benefits.

The County acknowledges that Developer may seek tax benefits by reason of conveying and/or construction the Cottonwood Creek Trail and FD Parcel. Developer shall have sole responsibility to claim and qualify for any such tax benefits. The County shall reasonably cooperate, to the extent permitted by applicable law, in executing documents reasonably requested by the Developer to support any lawful application for such tax benefits, provided the County incurs no cost or liability in doing so.

7. CC&RS AND OWNER ASSOCIATION(S)

7.1 Establishment.

At the time of final plat review and approval, Developer shall record one or more declarations of conditions, covenants and restrictions regarding certain aspects of design and construction on the Property as amended from time to time ("**CC&R's**"). As more fully set forth in the CC&Rs, Developer shall create and establish one or more owner association(s) ("**Owner Associations**"), which shall be responsible for the implementation and enforcement of the CC&Rs, any building design standards, including but not limited to architectural reviews, open space, common areas, Cottonwood Creek Trail maintenance and private street maintenance. Recordation of the CC&Rs and creation of such Owner Associations shall be required at the time of final plat review and approval. County shall not be responsible for the implementation or enforcement of any such CC&Rs.

The Commercial Parcel described in Section 4.7 shall be excluded from the CC&Rs and from membership in each Owners Association, as provided in Section 4.7(g).

7.2 Amendment.

Except as provided in Section 7.4, the CC&Rs may be amended in accordance with the amendment procedures established in the CC&Rs and applicable law without County approval.

7.3 Association(s) Funding and Financial Requirements — Utah State Code Compliance.

Each Owners Association shall be organized, funded, and operated in compliance with the Utah Community Association Act, Utah Code Ann. §§ 57-8a-101 et seq.

7.4 CC&Rs Consistent with Agreement.

The CC&Rs and all other governing documents of each Owners Association shall remain consistent with this Agreement. No amendment to the CC&Rs or other governing documents may eliminate, reduce, impair, transfer, or otherwise modify any obligation imposed by this Agreement without the County's prior written approval.

8. VESTED RIGHTS AND LEGISLATIVE AUTHORITY

8.1 Vested Rights.

To the maximum extent permitted by applicable law, the Parties intend that this Agreement grants the Developer vested rights to develop the Property in accordance with the terms of this Agreement, the approved Conceptual Plan, the Rezone, and the approvals granted hereunder. Except as expressly provided in this Agreement or otherwise required by applicable law, the County shall not modify or impair those vested rights. The Parties intend that the rights granted by this Agreement constitute vested land use rights under Utah Code § 17-79-803 and applicable Utah common law. Such vested rights shall be governed by the land use ordinances, regulations, and other applicable laws in effect on the Effective Date, except as otherwise provided herein or required by applicable law.

8.2 Reserved Legislative and Police Powers.

Nothing in this Agreement limits, waives, delegates, or contracts away the County's legislative, governmental, regulatory, administrative, enforcement, emergency, or police powers. The County retains all authority conferred by applicable law to protect the public health, safety, and welfare and to adopt, interpret, administer, and enforce generally applicable laws and regulations, subject only to vested rights expressly established by this Agreement and applicable law. No provision of this Agreement shall be construed to prevent the County from taking any action authorized or required by law in response to an emergency, unlawful conduct, a threat to public health or safety, or a compelling countervailing public interest.

9. FURTHER APPROVALS

9.1 Subdivision, Plat Approval, and Compliance with Design Conditions.

Developer expressly acknowledges and agrees that nothing in this Agreement will be deemed to relieve it from the obligation to comply with all applicable requirements necessary for approval and recordation of final plat(s) as set forth herein and in the Land Use Code.

9.2 Timeliness.

Where further approvals by the County are required under this Agreement or applicable law, the Parties shall cooperate in good faith to facilitate the timely processing of applications. The County shall process complete applications in accordance with the procedures and timeframes established by the County Code and applicable law, and the Developer shall timely provide all information reasonably required to process such applications.

10. PUBLIC IMPROVEMENTS, SUBDIVISION PHASING, AND WARRANTY

10.1 Construction of Public Improvements.

All public improvements located within the Property and Project will be constructed and installed at the Developer's sole expense in accordance with applicable final plat(s) (including the approved construction drawings and specifications), this Agreement, and applicable law.

10.2 Inspection and Acceptance.

Upon completion of the applicable public improvements, Developer may submit a written request for inspection accompanied by certification from Developer's engineer that the improvements have been completed in accordance with the approved plans and specifications, this Agreement, applicable County standards, and applicable law. Developer shall also provide all required testing results, certifications, record drawings, operation and maintenance documents, and other information reasonably required for inspection and acceptance.

The County shall inspect the improvements and provide Developer with written notice identifying any incomplete, defective, or noncompliant work within a reasonable period consistent with applicable law. Developer shall correct all identified deficiencies and request reinspection. The County may conduct additional inspections and require additional testing reasonably necessary to verify compliance.

The County shall accept the public improvements only after determining that they have been completed in compliance with the approved plans and specifications, this Agreement, applicable County standards, and applicable law and after Developer has provided all required documentation, paid applicable fees, corrected identified deficiencies, and completed any required dedication or conveyance.

Any inspection or acceptance period shall be reasonably extended for incomplete submissions, required testing, correction or reinspection of deficient work, inclement weather, emergencies, unavailability of necessary personnel or consultants, or other circumstances beyond the County's reasonable control. County inspection or acceptance shall not waive latent defects, defective workmanship or materials, fraud, applicable warranty obligations, or conditions that could not reasonably have been discovered during inspection.

10.3 Improvement Completion Assurance.

Prior to recordation of a final plat for any phase, Developer shall enter into an improvement completion agreement and provide improvement completion assurance and warranty assurance in accordance with applicable state law and the applicable provisions of the County Code, including § 155.420. The assurances shall cover all improvements required to be included and shall be provided, administered, reduced, released, replaced, and enforced in accordance with applicable state law and the applicable provisions of the County Code.

10.4 Roadways.

Private roads shall be designed and constructed per County standards and cross-sections as shown on **Exhibit C~~D~~** attached hereto. The County is not responsible for maintenance of private roads. All private roads within the Project shall remain privately owned and shall be operated, maintained, repaired, and replaced by one or more Owner Associations at no cost or expense to the County. The Commercial Parcel described in Section 4.7 takes direct access from Old Highway Road, does not use the private roadways within the Project, and is not subject to any obligation with respect to the ownership or maintenance of such private roadways.

10.5 Utilities.

Developer shall design, construct, and install all sewer, culinary water, secondary (irrigation) water, stormwater, and other utility infrastructure required to serve the Project in accordance with the approved construction plans, this Agreement, the requirements of the applicable utility providers, and applicable County standards. All utility improvements shall be subject to inspection and acceptance by the applicable utility provider and, where applicable, the County.

10.6 Subdivision Phasing.

The County acknowledges that the Project is anticipated to be developed in multiple phases, with sequencing subject to market conditions, infrastructure installation, and County approvals. The Developer may submit multiple preliminary and final plat applications from time to time to develop and/or construct portions of the Project in phases consistent with Chapter 155.415–424 of the County Code and Utah Code Ann. §17-79-704. The following phasing standards shall apply:

(a) **Phase Submittals.** Each phase shall be submitted as a separate preliminary and final plat application identifying the lots, common areas, public improvements, and amenities proposed within that phase.

(b) **Infrastructure Sequencing.** Public infrastructure required for each phase shall be constructed and completed in accordance with approved construction drawings and County standards prior to issuance of building permits or certificates of occupancy for that phase.

(c) **Completion Assurance Per Phase.** The Developer shall provide completion assurance in an amount equal to one hundred ten percent (110%) of the engineer-approved cost of all required public improvements not yet installed at the time of plat recordation for each respective phase.

(d) **Amenity Phasing.** Project Amenities shall be phased and completed in accordance with the schedule set forth in Section 5.2.

(e) **Phase Independence.** Each final plat phase shall be capable of standing alone as a functional subdivision with adequate access, utilities, and required improvements, without dependency on improvements in a future phase, unless otherwise approved in writing by the County.

(f) **Phase Modifications.** Minor modifications to phasing boundaries or sequencing that remain substantially consistent with the approved Conceptual Plan may be approved administratively by the County. Material modifications shall require amendment of this Agreement or such additional approvals as required by the County Code.

(g) **Commercial Parcel Phasing.** The Commercial Parcel shall be created as a separate legal lot by recorded final plat, and the pad-ready improvements described in Section 4.7(c) shall be constructed, not later than recordation of the final plat for the second residential phase of the Project. Developer may include the Commercial Parcel within an earlier final plat at Developer's election.

10.7 Improvement Warranty for Subdivisions — Utah State Code Compliance.

Upon the County's initial acceptance of the public improvements, and in compliance with Utah Code Ann. §17-79-707 and applicable County Code standards, the Developer shall provide the following warranty assurances:

(a) **Warranty of Improvements.** Developer warrants that all public improvements installed within the subdivision are constructed in accordance with the approved plans and specifications, are free from defects in materials and workmanship ("**Improvement Warranty**"), and will remain in satisfactory condition for a period of one (1) year from the date of the County's written acceptance (the "**Warranty Period**"), consistent with the minimum warranty requirement under Utah Code Ann. §17-79-707.

(b) **Defect Notification and Cure**. If the County identifies a material defect during the Warranty Period, the County shall provide Developer with written notice describing the nature and location of the defect and specifying a reasonable period for Developer to commence corrective work based upon the nature, severity, and urgency of the defect. Developer shall commence corrective work within the time specified in the notice and shall thereafter diligently prosecute the work to completion. Notwithstanding the foregoing, if the County reasonably determines that a defect constitutes an imminent threat to public health, safety, or property requiring immediate action, the County may require Developer to respond immediately or within such shorter period as is reasonable under the circumstances. If Developer fails to timely commence or diligently pursue the required corrective work, or fails to respond to an emergency condition within the time reasonably specified by the County, the County may perform or cause the corrective work to be performed and recover its reasonable, documented costs from the warranty security to the extent such costs are attributable to Developer's warranty obligations.

(c) **Release of Warranty Security.** Upon expiration of the Warranty Period and written confirmation by the County Engineer that all identified defects have been corrected, the County shall release the warranty security to Developer within the period required by Utah Code Ann. §17-79-707. ~~thirty (30) days.~~ The County shall not unreasonably withhold or delay such release.

(d) **Third-Party Beneficiaries.** No lot purchaser or other third party shall have rights as a third-party beneficiary under the Improvement Warranty or warranty security. All warranty obligations run solely between Developer and the County.

11. TERM AND MISCELLANEOUS PROVISIONS

11.1 Term.

This Agreement shall remain in effect for fifteen (15) years from the Effective Date unless terminated or amended in writing. The term may be extended by mutual written agreement of the Parties, subject to approval by the Morgan County Commission. Expiration or termination of this Agreement shall not release or extinguish any obligation, liability, default, enforcement right, or remedy that accrued before expiration or termination. All obligations intended by their nature or express terms to continue, including obligations concerning public access, ownership and maintenance of private infrastructure and Project Amenities, Owners Association funding and reserves, land dedications, recorded easements and restrictions, warranties, indemnification, and enforcement of completed or continuing obligations, shall survive expiration or termination and remain binding upon the applicable parties and their successors and assigns.

11.2 County Fees.

Developer acknowledges that County fees may increase in accordance with applicable law.

11.3 Construction Standards.

Construction standards for all portions of the development of the infrastructure for the Property will be governed by the most current edition of the County Code, the Utah State Building, Plumbing, Mechanical, Electrical Codes, current engineering standards and the International Building Code as enforced by the County as the primary governing agency, at the time of application for building permit. No part of this Agreement will be deemed to supersede these standards. Developer will be required to comply with all conditions necessary for the issuance of a building permit, including, without limitation, any bonding or guaranty requirements generally applied by the County.

11.4 Dedication of Public Infrastructure.

Developer shall dedicate or convey to the County only those roadways, rights-of-way, and other public infrastructure expressly required by this Agreement, an approved final plat, or applicable law and expressly accepted by the County. Each conveyance shall be by plat dedication, special warranty deed, or other instrument acceptable to the County, at no cost to the County and free of all liens, encumbrances, interests, and title exceptions except those expressly approved in writing by the Parties.

Public access shall not constitute or imply dedication or County acceptance of any privately owned property or improvement. Unless otherwise provided in a separate written agreement approved by the Morgan County Commission, all Project Amenities, parks, trails, trailheads, public-access easements, public parking areas, common-area sidewalks, landscaping, private roadways, and privately owned stormwater facilities shall remain privately owned and shall be operated, maintained, repaired, replaced, and, where applicable, cleared of snow by one or more Owner Associations at no cost to the County.

The County shall assume ownership or maintenance responsibility only for public roadways and other public infrastructure expressly accepted into the applicable County system following completion, inspection, and acceptance in accordance with this Agreement and applicable law. Public use or access, standing alone, shall not obligate the County to own, operate, maintain, repair, or replace any property or improvement.

11.5 Final Plat Amendments.

In the event Developer desires to make minor changes to any respective final plat(s) before they are recorded, Developer will submit such changes to County staff for approval. So long as such changes are consistent with this Agreement and applicable law, County staff will approve such changes. If County staff determines that such changes are inconsistent with the provisions of this Agreement, Developer must seek approval from the County Planning Commission and the County Commission.

12. <u>ASSIGNMENT</u>

12.1 Binding on Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

12.2 Assignment by Developer.

Developer may assign this Agreement only with prior written County consent, which consent shall not be unreasonably withheld, conditioned, or delayed. An assignee must demonstrate capability to perform the obligations assumed. Developer shall remain liable under this Agreement unless expressly released in writing by the County.

12.3 Non-Assignment.

Lot sales and mortgages in the ordinary course of business do not constitute an assignment requiring County consent.

12.4 Obligations of Assignee.

Assignees shall assume all Developer's obligations under this Agreement and shall be substituted accordingly. Developer shall remain liable unless released by the County in writing.

13. GENERAL TERMS

13.1 Agreement to Run with the Land.

This Agreement shall be recorded in the Office of the Morgan County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

13.2 Severability.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the Parties. One or more waivers of any term, condition, or other provision by either Party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

13.3 No Third-Party Beneficiary.

The provisions of this Agreement are and will be for the benefit of Developer and the County only and are not for the benefit of any third person or entity.

13.4 Choice of Law and Venue.

Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the ~~Third~~Second District Court for Morgan County, Utah. Any federal litigation shall be filed in the United States District Court for the District of Utah.

13.5 Entire Agreement.

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature, and may only be modified by a subsequent writing duly executed and approved by the Parties.

13.6 Notice.

All notices required or permitted under this Agreement shall be given in writing and delivered by: (a) personal delivery; (b) certified mail, return receipt requested; (c) electronic delivery; or (d) a nationally recognized overnight courier service, addressed as follows:

Developer:
BCP Development, LLC
Attn: Peter Evans
300 S 1350 E St. 2nd Floor
Lehi, UT 84043
Email: pete@flagshiphomes.com

County:

Morgan County
Attn: County Attorney
48 W Young St, PO Box 886
Morgan, UT 84050-9000
Email: ______________________
Copy to:

Morgan County Clerk
48 W Young St,
PO Box 886
Morgan, UT 84050-9000
Email: _________________

13.6.1 Effective Notice.

Except as otherwise provided in this Agreement, each Notice shall be effective and deemed delivered on the earlier of: (a) Physical Delivery — its actual receipt if delivered personally or by courier; (b) Electronic Delivery — its actual receipt if delivered by email; or (c) Mail Delivery — on the day the Notice is postmarked, postage prepaid, by First Class or Certified United States Mail.

13.6.2 Change of Notice Address.

Any Party may change its address for Notice under this Agreement by giving written Notice to the other Party in accordance with the provisions of this Section.

13.7 Default and Dispute Resolution.

If either Party materially fails to perform an obligation under this Agreement, the non-defaulting Party may provide written notice specifying: (i) the claimed event of default; (ii) the provisions ~~written~~ claimed to be in default; and (iii) why the default is claimed to be material. Unless a different period is required by applicable law or the County Code, the defaulting Party shall have thirty (30) days after receipt of notice to cure the default or, if the default cannot reasonably be cured within thirty (30) days, to commence and diligently pursue the cure to completion.

The notice-and-cure and dispute-resolution procedures in this Section apply only to contractual remedies arising under this Agreement. They do not limit, delay, modify, or replace the County's legislative, regulatory, administrative, enforcement, emergency, or police powers; the enforcement procedures or remedies available under applicable law or the County Code; or the County's authority to address unlawful work, threats to public health or safety, deficient or expiring financial security, or violations of permits, plats, conditions of approval, or other development requirements.

During an uncured default, the County may exercise all remedies authorized by this Agreement, applicable law, and the County Code, including withholding, denying, suspending, conditioning, or revoking permits, certificates of occupancy, inspections, final plat approvals, future phase approvals, and other development approvals. The County's exercise of those remedies is not conditioned upon completion of the meet-and-confer or mediation procedures below.

(a) **Voluntary Resolution.** Without limiting or delaying the County's enforcement authority, the Parties shall meet within twenty-one (21) calendar days after notice of a contractual default and make a good-faith effort to resolve the matter.

(b) Meet and Confer. If any Party gives notice of a default, the Parties shall meet within twenty-one (21) calendar days of the notice and make good faith effort to resolve the issues specified in the notice.

(c) **Mediation.** If the Parties are unable to resolve the notice of default after the Meet and Confer, the Parties shall attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator. If the Parties cannot agree on a single mediator, each shall appoint their own representative who shall together choose the mediator. The Parties shall split mediator fees equally. The chosen mediator shall within fifteen (15) calendar days, review the positions of the Parties regarding the dispute and promptly attempt to mediate the issue between the Parties. If the Parties are unable to reach agreement on the notice of default, 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.

(d) **Remedies**. If the Parties are not able to resolve the default by mediation, the Parties shall have all rights and remedies available at law and in equity, including but not limited to injunctive relief, specific performance, and/or damages.

13.8 Force Majeure.

A Party's time to perform an obligation under this Agreement may be reasonably extended when performance is actually prevented by an unforeseeable event beyond that Party's reasonable control, including natural disasters, declared emergencies, war, civil disturbance, governmental restrictions, or judicial orders not resulting from that Party's act, omission, or violation of law. Ordinary weather conditions, changes in market conditions, financing difficulties, increased costs, or reasonably foreseeable shortages of labor or materials do not constitute force majeure.

The affected Party shall provide written notice describing the event and its anticipated effect on performance within ten (10) days after becoming aware of the event and shall diligently mitigate the delay and resume performance as soon as reasonably practicable. Any extension shall be limited to the period during which performance is actually prevented. Force majeure does not excuse payment obligations, eliminate any obligation, authorize occupancy or development beyond an applicable completion threshold, or prevent the County from taking action necessary to protect public health or safety.

13.9 Attorney's Fees.

The prevailing Party in any enforcement action shall be entitled to recover its reasonable attorneys' fees and costs incurred in such action, including any appeal.

13.10 No Waiver.

A Party's failure to enforce a right shall not constitute a waiver of any rights. Any waiver must be in writing and signed by the waiving Party to be effective.

13.11 Amendment.

This Agreement may be amended in whole or in part by the mutual written consent of the Parties or by their successors-in-interest or assigns. Any such amendment shall be recorded in the official records of the Morgan County Recorder's Office. No oral modifications shall be valid or enforceable.

13.12 Mutual Drafting.

Each Party has participated in negotiating and drafting this Agreement, and therefore no provision of this Agreement shall be construed for or against either Party based on which Party drafted any particular portion.

13.13 Further Actions and Instruments.

The Parties agree to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of this Agreement. Each of the Parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Agreement.

[*Signatures appear on the following page*]

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 herein above written.

DEVELOPER: BCP Development, LLC

By: ____

Name: Peter Evans

Title: Manager

STATE OF UTAH)

:ss

COUNTY OF ____________________)

The foregoing instrument was acknowledged before me this ____ day of ______________, 2026, by ______________.

____

Notary Public

Residing at: _______________________

My Commission Expires: ____________

COUNTY: Morgan County

By: ____

Name: ____

Title: ____

STATE OF UTAH)

:ss

COUNTY OF ____________________)

The foregoing instrument was acknowledged before me this ____ day of ______________, 2026, by ______________.

____

Notary Public

Residing at: _______________________

My Commission Expires: ____________

EXHIBIT A

Legal Description of the Property

A parcel of land located in all Section 25, Township 05 North, Range 01 East, Salt Lake Base and Meridian, located in Morgan County, Utah, being more particularly described as follows:

Beginning at a point N89°38'55"E 1331.96 feet along the Quarter Section line from the West Quarter Corner of Section 25, Township 5 North, Range 1 East, Salt Lake Base and Meridian; running thence along said quarter Section Line N 89°38'55" E 1,320.26 feet; thence along the northerly line of Cottonwood Creek N 73°05'20" E 119.65 feet to the westerly right-of-way line of Old Highway Road; thence along said right-of-way line S 47°29'33" E 71.21 feet; thence S 76°00'00" W 176.10 feet; thence South 161.30 feet; thence S 75°40'00" E 167.73 feet; thence S 25°59'18" W 32.12 feet; thence S 62°36'30" E 198.05 feet; thence N 35°55'46" E 190.17 feet to the southerly right-of-way line of Old Highway Road; thence along said right of way line the following two (2) courses: (1) Southeasterly along the arc of a non-tangent curve to the left having a radius of 995.40 feet a distance of 184.74 feet through a central angle of 10°38'02" Chord: S 65°22'26" E 184.48 feet; (2) thence S 70°40'00" E 1,022.71 feet to the westerly line of that Warranty Deed recorded February 25, 2004 as Entry No. 095215 in the Morgan County Recorder's Office; thence along said Warranty Deed S 30°27'00" W 715.74 feet; thence N 63°40'00" W 467.79 feet; thence N 47°46'00" W 231.80 feet; thence N 82°00'00" W 225.00 feet; thence S 60°31'29" W 203.90 feet; thence S 69°02'00" W 216.83 feet to the easterly line of Parcel 1 described in the Special Warranty Deed recorded January 05, 2018 as Entry No. 143682 in the Morgan County Recorder's Office; thence along said easterly line of parcel 1 N 00°11'13" E 327.26 feet; thence West 1,330.72 feet to the easterly line of Parcel 2 in the aforementioned Special Warranty deed; thence along said easterly line of Parcel 2 line N 00°05'24" E 705.14 feet to the point of beginning.

Containing 43.15 acres, more or less.

EXHIBIT B

Conceptual Plan and Narrative

EXHIBIT C

Public and Private Road Cross-Section Standards

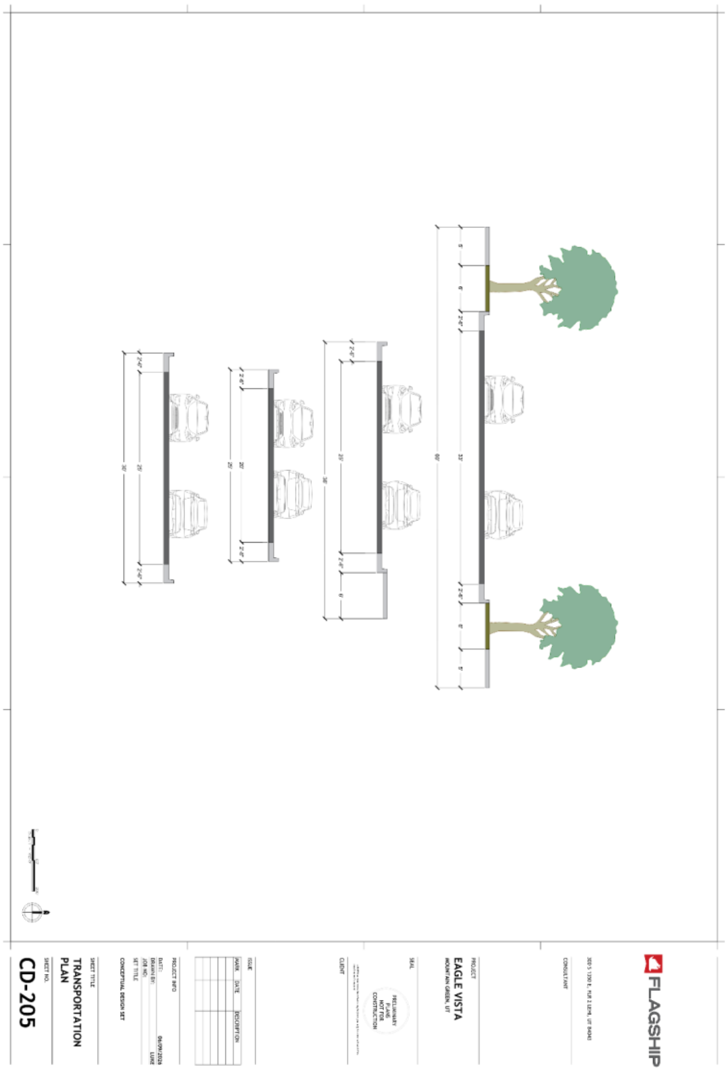
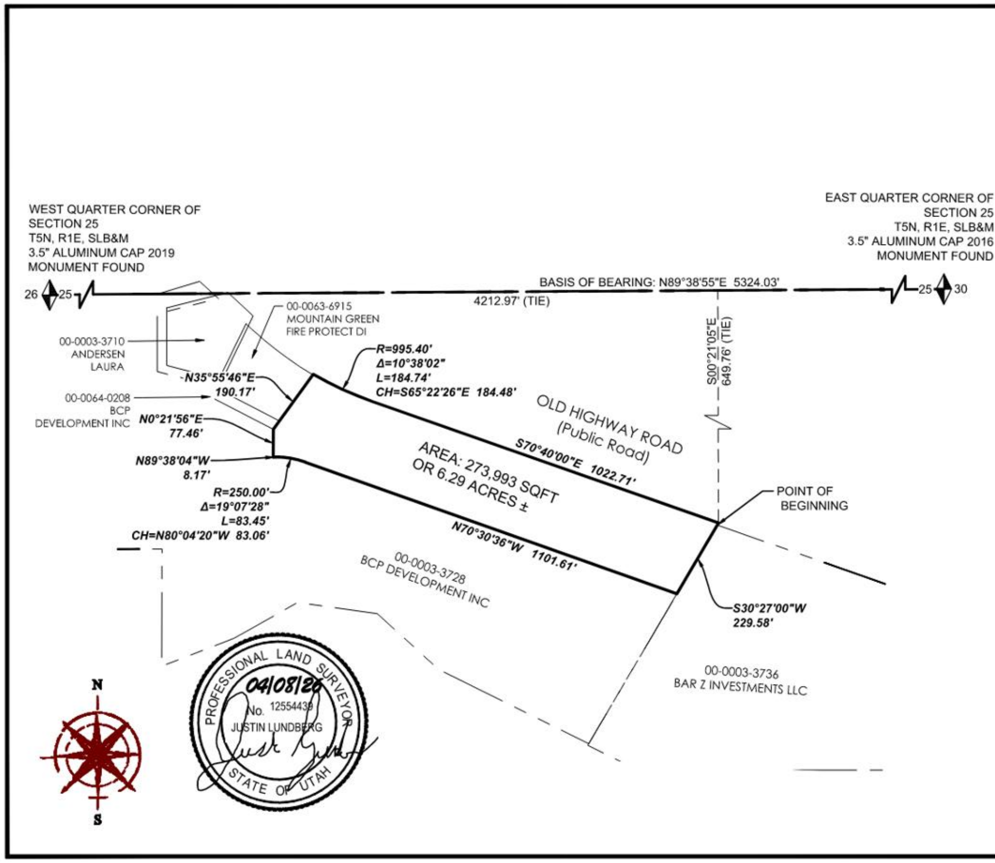


EXHIBIT D

Rezone Area Description and Depiction



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CONSULTING
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focus-es.com

RR-1 ZONE - EXHIBIT

LOCATION: SOUTHEAST 1/4 OF 25, T5N, R1E, SLB&M
MORGAN CITY, MORGAN COUNTY,UTAH

Date Created:	04/08/26
Scale:	N.T.S
Drawn:	LA
Job:	24-0378
Sheet:	1 OF 1

PROFESSIONAL LAND SURVEYOR
04/08/26
No. 12554439
JUSTIN LUNDBERG
STATE OF UTAH

LEGAL DESCRIPTION
PREPARED FOR
BCP DEVELOPMENT INC
MORGAN CITY, UTAH
April 7, 2026
24-0378
LA

RR-1 ZONE - LEGAL DESCRIPTION

A part of the Southeast Section 25, Township 5 North, Range 1 East, Salt Lake Base and Meridian, located in Morgan City, Morgan County, Utah, being more particularly described as follows:

Beginning on the Southerly right-of-way line of Old Highway Road, said point also being located N89°38’55”E 4212.97 feet along the Quarter Section line and S0°21’05”E 649.76 feet from the West Quarter Corner of Section 25, Township 5 North, Range 1 East, Salt Lake Base and Meridian; running thence S30°27'00"W 229.58 feet; thence N70°30'36"W 1,101.61 feet; thence along the arc of a curve to the left with a radius of 250.00 feet a distance of 83.45 feet through a central angle of 19°07'28" Chord: N80°04'20"W 83.06 feet; thence N89°38'04"W 8.17 feet; thence N00°21'56"E 77.46 feet to the Southerly right-of-way of the Old Highway Road; thence along said right-of-way line the following two (2) courses: (1) N35°55'46"E 190.17 feet; (2) thence Southeasterly along the arc of a non-tangent curve to the left having a radius of 995.40 feet (radius bears: N29°56'34"E) a distance of 184.74 feet through a central angle of 10°38'02" Chord: S65°22'26"E 184.48 feet; thence S70°40'00"E 1,022.71 feet to the point of beginning.

Containing 273,993 square feet or 6.29 acres, more or less.

Exhibit E (Reserved)

Exhibit F

Cottonwood Creek Trail Alignment and Trailhead

EXHIBIT G

Fire Department Parcel ("FD Parcel")