



MORGAN COUNTY COMMISSION MEETING AGENDA

September 15th, 2026

4:30 BUDGET SESSION 5:00 REGULAR MEETING

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

Note: Commissioner Nickerson & Commissioner Newton may attend remotely.

4:30 BUDGET SESSION

Hon. Sheriff Corey Stark, 2027 Budget requests

5:00 COMMENCEMENT OF MEETING

(A) Opening Ceremonies

1. Welcome
2. Invocation and/or Moment of Reflection: **Hon. Commissioner Wilson**
3. Pledge of Allegiance

(B) Consent Agenda Items

1. Approval of the Morgan County Commission Minutes from September 1st, 2026.

(C) Commissioner Declarations of Conflict of Interest

(D) Public Comments (please limit comments to 3 minutes)

(E) Presentations

(F) Action Items

1. **Jenny Adams** – Discussion/ Decision – Citizen Request
Discussion and decision on a possible new childcare facility in Morgan County and request for startup funds/support from Morgan County.
2. **Penny Butler** – Discussion/ Decision – Morgan County Clerk/Auditor's Office
Discussion and decision on Resolution **CR 26-42** Homesteaders credit to increase amount based on Social Security's COLA (5.3%) from 50k to \$52,650. The application "Exhibit A" amends PT-33 attached to CR 24-77.
3. **Janet Christoffersen** – Discussion/ Decision – Morgan County Deputy Attorney
Discussion and decision on a franchise agreement between Morgan County and Comcast Cable Communications Management LLC.
4. **Janet Christoffersen** – Discussion/ Decision – Morgan County Deputy Attorney
Discussion and decision on a final revision of an exclusive right-of-way and easement grant between Morgan County and Questar Gas Company dba Enbridge Gas Utah. The Morgan County Commission approved a previous version at the July 7th, 2026, meeting.
5. **Janet Christoffersen** – Discussion/ Decision – Morgan County Deputy Attorney
Discussion and decision on a final revision of an exclusive right-of-way and easement grant between Morgan County and MountainWest Pipeline.
6. **Josh Cook** – Discussion/**PUBLIC HEARING**/Decision – County Planning and Zoning
Cottonwoods at Mountain Green Development Agreement Third Amendment: A request for approval of County Ordinance **CO 26-02**, a third amendment to the Development Agreement for the Cottonwoods at Mountain Green.

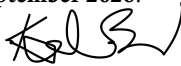
MORGAN COUNTY COMMISSION MEETING AGENDA

This was noticed for Public Hearing for the February 17th, 2026, Commission meeting and at that meeting was continued to a-date-certain being May 19th, 2026. At the May 19th, 2026, meeting it was continued to a-date-certain being July 7th. At the July 7th, 2026, meeting it was continued to a-date-certain being August 4th, 2026. At the August 4th, 2026, meeting it was continued to a-date-certain being September 1st, 2026. At the September 1st, 2026, meeting it was continued to a-date-certain being September 15th, 2026.

(G) Commissioner Comments

- Commissioner Blocker
- Commissioner Newton
- Commissioner Fackrell
- Commission Vice Chair Nickerson
- Commission Chair Wilson

The undersigned does hereby certify that the above notice and agenda were posted as required by law this **9th** day of **September 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.



September 1, 2026

4:00 WORK SESSION & 5:00 REGULAR MEETING

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

COUNTY COMMISSION

Commission Chair Matt Wilson
Commissioner Mike Newton
Commissioner Raelene Blocker
Commissioner Blaine Fackrell
Commission Vice Chair Vaughn Nickerson

OTHER EMPLOYEES

IT Director Jeremy Archibald
Administrative Manager Kate Becker (CAM)
County Clerk/Auditor Leslie Hyde
Deputy Clerk/Auditor Chloe Adams
Deputy Clerk/Auditor Cindee Mikesell
Attorney Janet Christofferson
Planning and Zoning Director Josh Cook
County Assessor Janell Walker
Sheriff Corey Stark
Chief Deputy Jim Wagner
County Recorder Shaun Rose
Surveyor Devron Anderson

OTHERS IN ATTENDANCE

Debbie Sessions
Kent Carter
Cindy Carter
Brent Hunziker
Katie Hunziker
Jeff Mathews
Ray Nettleton
Jennifer Lance
Valerie Calusen
Michelle Stocking
Haley Johnson
Zack Burton
Heidi Dorius
Patrick Clark
Tina Kelly
Karla Berk
Matt Wilkinson
Dane Wilson
Jeff Jones

4:00 WORK SESSION

Flagship BCP “Eagle Vista Villas” Development Agreement latest updates

The applicant was not present for the scheduled discussion of the Eagle Vista Villas Development Agreement. Commission Vice Chair Nickerson moved to enter closed session for the purpose of discussing the purchase, exchange, or lease of real property, including water rights.

Seconded by Commissioner Fackrell.

VOTE:

Commission Chair Wilson: Aye
Commissioner Newton: Aye
Commissioner Blocker: Aye
Commission Vice Chair Nickerson: Aye
Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

The Commission entered closed session at 4:15 PM.

The Commission adjourned closed session at 4:45 PM.

5:00 COMMENCEMENT OF MEETING

(A) Opening Ceremonies

1. Welcome
2. Invocation and/or Moment of Reflection: **Hon. Commissioner Nickerson**
3. Pledge of Allegiance

(B) Consent Agenda Items

1. Approval of the Morgan County Commission Work Session Minutes from August 17th, 2026.

September 1, 2026 – County Commission Meeting

2. Approval of the Morgan County Commission Minutes from August 18th, 2026.
3. Approval of the Morgan Pavement Contract Agreement for the airport seal. RFP was awarded in the 6/16 Commission meeting.
4. Approval of the Morgan County Fair Treasurer Independent Contractor Agreement.
5. Approval of an agreement with Carl N Anderson, III for Indigent Defense Conflict Counsel.
6. State Publication of frequently asked questions about flood insurance.

Commissioner Newton moved to approve all consent agenda items.

Seconded by Commissioner Nickerson

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

(C) Commissioner Declarations of Conflict of Interest

There were none.

(D) Public Comments

Brent Hunziker, Hardscrabble Road, stated he was not disputing the County's legal right within an established county road or right-of-way, but asked that before the gate is moved approximately 308 feet, the County clearly establish what legal right it has to that additional distance and exactly where the county road ends. He noted the existing gate has been in its current general location for as long as anyone can remember and that the County has not historically maintained the road beyond it. He asked the Commission to place several items in the public record before taking any action: what recorded deeds, dedications, easements, or plats establish the County's interest in the additional 308 feet; what survey or legal description establishes the proposed new gate location; who owns the underlying property where a new gate would be located, noting it is privately owned; and whether the County has included that segment in its Class B road funding and, if so, what maintenance has actually been performed. He stated he was not asking the Commission to resolve every historical disagreement involving the road, only to establish the factual and legal basis for the gate's location before deciding to move it, and requested that all supporting documentation be made available for public review beforehand.

Kent Carter, Hardscrabble Road, distributed several documents for the Commission's consideration, including a 2014 road right-of-way agreement that had requested his family grant a 60-foot easement, which they declined to sign, and plat records he stated consistently show the historical county road ending near the middle of his and Cindy Carter's shared driveway. He explained that when his family sought to subdivide their property years ago, the County required a small family subdivision and a 26.6-foot road dedication to provide adequate frontage, and questioned whether it is in the County's best interest to maintain a road of that narrow width to a dead end. He stated that if the County moves forward with relocating the gate to the edge of that dedicated area, he intends to move his own fence to his property line accordingly. He also challenged a deed included in the County's packet materials, noting it was recorded years after, and unrelated to, the actual road dedications on record, and asked the Commission to further research the matter before taking action.

Katie Hunziker, Hardscrabble Road, stated that the road and gate have existed in their current form for more than 70 years and asked that the County complete a full survey and legal review before making any changes, noting that road alignments can shift over time and that clear documentation is needed to confirm the proposed gate location does not encroach on other landowners' property. She said her family is not opposed to moving the gate in principle, but asked that the County proceed carefully, noting that removing the existing fence without a resolution in place could allow livestock currently contained in the area to escape.

Cindy Carter, Hardscrabble Road, stated the gate has been in place since the 1970s, when it was installed by a prior property owner, and that part of it sits on her family's property. She stated she has safety concerns about public vehicle traffic near her home given that she is often home alone, and about the impact on livestock in the area. She stated the request to move the gate originated from a call to Public Works asking that it be relocated in exchange for constructing a cul-de-sac for snowplow turnaround, and expressed concern that her family was not contacted directly before the item was placed on the agenda. She also thanked Kate Becker, Sheriff Corey Stark, and Commissioner Newton for their assistance evacuating livestock from her property during a recent wildfire.

(E) Presentations

1. Hon. Shaun Rose, introduction of the County's Surveyor

County Recorder Shaun Rose introduced Devron Anderson as Morgan County's newly hired County Surveyor, noting his 18 years of surveying experience. Rose highlighted improvements made by his office in records access and preservation.

The Chair recognized an additional public comment at this time.

Haley Johnson, on behalf of the Morgan Farmers Market, thanked the Commission for allowing the market's relocation to Kent Smith Park, reporting a successful season, safe traffic conditions, and steady attendance from both local and out-of-area visitors.

2. Hon. Sheriff Corey Stark, presentation on license plate recognition cameras

Sheriff Corey Stark presented on the County's license plate reader (LPR) system, clarifying that the equipment is manufactured by Motorola rather than Flock Safety, and that the Sheriff's Office retains full control of the data it collects. He explained that the system records the date, time, and location of vehicle sightings and provides real-time alerts to assist investigations, but does not identify drivers or passengers, perform facial recognition, or track individuals; data is retained locally for nine months under restricted, audited access. Sheriff Stark reported that the technology has helped identify suspects in a homicide, a kidnapping, and a child-exploitation case, as well as locate missing and runaway individuals, by flagging vehicles entered into national alert lists. Commissioners asked how the system distinguishes flagged vehicles from ordinary traffic and discussed the balance between public safety benefits and surveillance concerns; Sheriff Stark noted an open-door policy for residents with questions and said the program would be reviewed annually by the Commission.

(F) Action Items

1. Bret Heiner – Discussion/ Decision – Morgan County Public Works

Discussion and decision on moving the gate in Hardscrabble to the end of the County line (308 feet).

Public Works Director Bret Heiner reported that after receiving a complaint, he and his crew physically measured Hardscrabble Road and found the county-maintained portion extends approximately 308 feet beyond the existing gate, which was installed years ago by a private property owner. He stated that County records show

Class B and C road funds have been collected on that additional 308 feet. Deputy County Attorney Janet Christofferson stated that this is a legal problem, since state administrative rule prohibits collecting such funds on a road segment blocked by a permanent obstruction such as a locked gate, and advised that the gate be removed and the road maintained. Commissioners expressed concern about relocating or removing the gate without first confirming the exact location of the county right-of-way and adjoining property lines, noting inconsistencies between existing maps and GIS data, and agreed a survey should be completed and the affected neighbors consulted before any physical changes are made. Heiner confirmed the County would not install a replacement gate on private property, and that the road already has an asphalt base which would be chip-sealed as part of routine maintenance regardless of the gate's disposition.

Commissioner Fackrell moved that this agenda item be postponed to a future date not yet determined.

Seconded by Commissioner Nickerson.

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

2. Hon. Matthew Wilson – Discussion/ Decision – Morgan County Commission

Discussion and decision on Morgan County Resolution CR 26-41 appointing Kimberly Bell to the Morgan County Planning Commission representing the area of Stoddard and Milton.

Commissioner Nickerson moved to remove Item F2 from the agenda.

Seconded by Commissioner Fackrell.

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

3. Kate Becker – Discussion/Decision – Morgan County Administrative Manager

Discussion and decision on a refund of unexpended funds received in FY 2025 from WPR-RFD.

Kate Becker explained that Morgan County contracts with the Wasatch Peaks Ranch Road and Fire District (WPR-RFD) to staff fire and EMS services at that location, with the district reimbursing the County for associated costs. The current agreement, signed in July 2025, funds three firefighter positions; however, staffing was not fully ramped up until the first quarter of 2026, leaving an unexpended payroll balance from FY 2025 that rolled into the County's general fund. Under the agreement, the district may request a subsidy modification 90 days before annual renewal; Becker, Fire Chief Brad Wilkes, and the County Attorney's office met with WPR-RFD and requested that the monthly subsidy not be reduced, in exchange for refunding the unexpended FY 2025 balance. The district agreed and will continue paying the County's full monthly subsidy for FY 2026. Becker noted the parties have since established quarterly financial review meetings to prevent similar timing issues going forward.

Commissioner Nickerson moved to approve.

Seconded by Commissioner Blocker.

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

4. Morgan County Board of Equalization – Discussion/Decision – 2026 BOE Appeals

Discussion and decision on Morgan County Resolution CR 26-03-BOE approving board of equalization changes to date.

Commissioner Newton moved that the Commission adjourn as the County Commission and reconvene as the County Board of Equalization.

Seconded by Commission Vice Chair Nickerson.

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

Deputy Clerk/Auditor Chloe Adams presented a first round of adjustments recommended by the County Assessor's office, consisting primarily of reclassifications between primary and secondary residence status. She noted that decision letters would be sent to each applicant, who would retain the right to appeal the Board's decision to the State Tax Commission, and that additional rounds of adjustments are expected in the future.

Commissioner Fackrell moved to approve these adjustments.

Seconded by Commissioner Blocker.

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

Commissioner Newton moved to adjourn the Board of Equalization and reconvene as the County Commission.

Seconded by Commissioner Nickerson.

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

5. Josh Cook – Discussion/ Decision – County Planning and Zoning

Flagship Homes Development Agreement: A request for approval of County Ordinance CO 26-17 Flagship Development Agreement for 37 acres in the Mountain Green Area.

Kameron Spencer, representing the applicant, presented revisions incorporating feedback from the prior work session, including shifting the internal road alignment north to consolidate and square off the park area, resulting in a 5.2-acre park (up from the previous layout) and an increased 2.6-acre commercial space. All residential roads were revised to be private, with public streets limited to major thoroughfares. The plan continues to reserve land for a future fire station in coordination with the fire department. Commissioners commented favorably on the changes and the additional parking provided along the park's south frontage.

Commissioner Newton moved to postpone the decision until September 15th.

Seconded by Commissioner Fackrell.

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

The vote was unanimous. The motion passed.

The Chair recognized additional public comment at this time from residents who believed public comment began at 6:00 PM.

Kacey Shaffer, who resides at the corner of Cottonwood Road and Old Highway Road across from the Flagship development, stated that his family has lived in the valley for multiple generations and that he was not asking the Commission to halt construction, but to ensure it is done with proper dust and traffic mitigation. He stated he works as a government emissions specialist and is Method 9 certified in opacity, and that dust from the site has at times been severe enough to obscure visibility of utility poles roughly 25 yards from his porch, forcing his family indoors. He stated the site has no wind barrier and only one water truck, which he did not believe was adequate for a project of that size, and asked whether the developer had submitted a fugitive dust plan and whether PM10 monitoring was in place, noting state and federal rules govern fugitive dust and that he regularly attends DEQ, DAQ, and EPA Region 8 air quality meetings. He separately raised concerns about a planned intersection near his home at Cottonwood Road, stating that speeding is already a significant problem in the area, that deputies have issued numerous citations there, and that he was concerned the planned intersection could create backups and safety hazards, particularly once winter weather returns to the area.

Commissioners stated this was the first time they had been made aware of these concerns and indicated they would look into the matter further.

6. Josh Cook – Discussion/PUBLIC HEARING/Decision – County Planning and Zoning

Agriculture Protection Areas Code Text Amendment: A request for approval of County Ordinance CO 26-12 a code text amendment that provided framework for the creation, continuation, modification, and termination of Agriculture Protection Areas.

Valerie Calusen, representing Planning Outpost, presented the proposed amendment, noting that state law requires review of an Agriculture Protection Area every 20 years and that participation does not restrict a landowner's own use of their property, but limits others' ability to develop or route infrastructure through land

within the designated area. Kate Becker added context for the public, explaining that the ordinance is intended to prevent agricultural land from being treated as available open space for future roads or development, citing growth pressures seen in areas like Heber City as an example of what the county is trying to avoid, and thanked Valerie Calusen for drafting the amendment.

Valerie Calusen explained that the existing ag protection provisions in County Code were incomplete, and that the amendment establishes a clear process consistent with state code for establishing, adding to, and removing land from an Agriculture Protection Area. She noted the Planning Commission had recommended changes prior to this hearing, including removing language that would have disqualified land not actively in production agriculture (such as land left fallow) from qualifying, so that any property eligible for Greenbelt tax status could also qualify for ag protection. Kate Becker added that the amendment allows contiguous property owners to file a single joint application to reduce fees, without binding them together should one owner later choose to remove their portion; the minimum parcel size remains five acres.

Commissioner Fackrell asked whether the 20-year term was a hard limit; Valerie Calusen and Becker clarified that state law requires review at 20 years but does not cap how long a property may remain in an Agriculture Protection Area, and that a landowner may petition to remove land from the designation at any time without a public hearing or fee, and without affecting the property's separate Greenbelt tax status, which is governed independently.

Commissioner Fackrell separately raised a concern with the provision limiting the Agriculture Protection Area Advisory Board to members of the County Conservation District Board of Supervisors, stating he preferred broader representation on the board rather than relying solely on one existing body. Valerie noted the Planning Commission also reviews applications under the ordinance, providing an additional layer of review, and cautioned that because state law requires an application decision within 45 days or it is automatically approved, relying on an entirely new board could risk missed deadlines. Commissioner Newton agreed additional perspectives could be valuable but noted the County has previously struggled to fill volunteer board vacancies, including on the Planning Commission itself. Kate Becker proposed a compromise: amending the board-appointment language to allow the Commission to appoint up to five members at large and/or from the County Conservation District Board of Supervisors, by resolution, rather than limiting appointments to the conservation board alone. Commissioners agreed this approach preserved flexibility to add outside perspectives, including agricultural producers, without creating a new standalone board or risking the statutory review deadline.

Commissioner Fackrell moved to enter public hearing.

Seconded by Commissioner Nickerson.

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

Jeff Jones, who resides along Highway 66, stated he ranches parcels scattered throughout the county, from Huntsville to the Wyoming border, and that his greatest difficulty is moving equipment between them, since it is not practical to purchase separate equipment for each parcel. He stated his primary concern was not access to roadways, which he already has, but protection from other drivers passing farm equipment unsafely, noting he has been involved in three tractor-related accidents recently. In response to clarifying questions from Kate Becker and Deputy County Attorney Janet Christofferson, he confirmed his concern centered on roadway safety while moving between properties rather than land-use access, and acknowledged the ordinance as proposed addresses protection from eminent domain and nuisance complaints but does not directly address roadway safety. He also

described nuisance complaints his family has received over routine agricultural activity, such as noise from weaning calves, and stated that farmers in Weber County have found similar ag protection provisions beneficial. Commission Vice Chair Nickerson agreed the concern about slow-moving equipment on county roads was valid and stated the County should look into formalizing protections. Jones asked that the County enforce the existing state law requiring drivers to slow down before passing slow-moving vehicles.

Commissioner Newton moved to adjourn the public hearing.

Seconded by Commissioner Fackrell.

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

Following the hearing, Commissioners returned to Commissioner Fackrell's concern regarding protection for farm equipment and livestock movement on county roadways, raised during Jeff Jones's testimony. Deputy County Attorney Janet Christofferson advised that any protections beyond what state law already requires for this ag protection ordinance, which is a land-use tool, would need to be adopted as a separate ordinance rather than incorporated into this one, and that such protections should apply to all farmers moving equipment or livestock on county roads, not only those within a designated Agriculture Protection Area. Commissioner Newton agreed the two issues, land use versus roadway and traffic regulation, are distinct. Kate Becker noted a related but separate policy question, commonly referred to as “fence in, fence out,” on which the Commission has never reached a quorum decision, and stated that issue would likewise need to be addressed through its own future code provision rather than this amendment. Commission Chair Wilson stated the County should continue working on additional agricultural protections going forward, but that there was no reason not to approve the amendment currently before the Commission.

Commissioner Newton moved to approve Ordinance CO 26-12, with an amendment adding an at-large position to the oversight board.

Seconded by Commissioner Nickerson.

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

7. Josh Cook – Discussion/PUBLIC HEARING/Decision – County Planning and Zoning

Anderson Rezone: A request for approval of County Ordinance CO 26-18 to rezone 2.90 acres at 2685 W Old Highway Road, From RR-1 and A-20 to R 1-20, located in the Enterprise area in unincorporated Morgan County.

Planning and Zoning Director Josh Cook presented the application (No. 26.014) on behalf of applicant James Anderson, describing the property as split-zoned Rural Residential (RR-1) and Agricultural (A-20) and noting the County's General Plan designates the area “Village Low Density Residential,” permitting half-acre lots consistent with the requested R1-20 zoning. Because the proposal matches the existing future land use map

designation, no map amendment was required. Cook stated the request is consistent with surrounding zoning and best planning practices and recommended approval. Commissioners asked whether the rezone would functionally create a flag lot if the property is later subdivided; Cook clarified that lot configuration would be addressed separately at the time of any future subdivision application and is not part of the rezone request itself.

Commissioner Newton moved to enter public hearing.

Seconded by Commissioner Nickerson.

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

No public comment was offered.

Commissioner Newton moved to adjourn the public hearing and reconvene the regular meeting.

Seconded by Commissioner Nickerson.

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

Commissioner Newton moved to approve County Ordinance CO 26-18 to rezone 2.90 acres at 2685 W Old Highway Road, from RR-1 and A-20 to R1-20, located in the Enterprise area in unincorporated Morgan County.

Seconded by Commissioner Nickerson.

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

8. Josh Cook – Discussion/PUBLIC HEARING/Decision – County Planning and Zoning

Cottonwoods at Mountain Green Development Agreement Third Amendment: A request for approval of County Ordinance CO 26-02, a third amendment to the Development Agreement for the Cottonwoods at Mountain Green.

This was noticed for Public Hearing for the February 17th, 2026 Commission meeting and at that meeting was continued to a-date-certain being May 19th, 2026. At the May 19th, 2026 meeting it was continued to a-date-certain being July 7th. At the July 7th, 2026 meeting it was continued to a-date-certain being August 4th, 2026. At the August 4th, 2026 meeting it was continued to a-date-certain being September 1st, 2026.

September 1, 2026 – County Commission Meeting

This item was noticed for public hearing at the February 17th, 2026 Commission meeting and was continued to a date certain of May 19th, 2026. At the May 19th, 2026 meeting it was continued to July 7th. At the July 7th, 2026 meeting it was continued to August 4th, 2026. At the August 4th, 2026 meeting it was continued to September 1st, 2026.

Ray Nettleton, representing several affected landowners, outlined the history of the project dating to 2006 and described proposed open space, trail, and amenity commitments, including trails to be constructed by the developer and dedicated to the HOA for maintenance. He raised questions regarding consistency of open space designations throughout the agreement and how portions of agricultural open space would be protected from future development.

Dane Wilson, one of the four landowners involved in the Mountain Green development alongside Ray Nettleton, addressed continued access for livestock grazing and trail use, noting existing seasonal trail closures to accommodate sheep grazing in the area.

Representatives noted that an incorrect version of the redlined agreement had been submitted and requested additional time to reconcile the documents before the Commission takes action.

Michelle Stocking, who resides in the Cottonwoods and serves as vice president of the Master Homeowners Association, raised concerns regarding the proposed open space percentage and requested clarification of language regarding agricultural open space acreage.

Zack Burton, Mountain Green, addressed the relationship between agricultural open space designations and the development's overlay requirements, noting several provisions still require revision.

Heidi Dorius, Mountain Green, asked about the status of parcels intended to be dedicated to the HOA as native open space.

Commissioners discussed the tradeoffs between private and HOA/public ownership of open space and the importance of maintaining a clear buffer between the development and surrounding properties.

Commissioner Newton moved to postpone this item until the next meeting.

Seconded by Commissioner Blocker.

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

(G) Commissioner Comments:

Commissioner Blocker reported that the UAC conference is coming up and requested approval for two nights in Provo. She noted she will be out of town on the 23rd.

Commissioner Newton reported attending a Wasatch Front Regional Council meeting regarding commuter travel patterns into and out of the county. He also raised a concern with County Code § 155.426(5) regarding flag lots, noting that the provision excluding the flagpole portion of a lot from calculated square footage does not clearly reflect the original intent that a flag lot's underlying zoning determine minimum lot size, and asked

September 1, 2026 – County Commission Meeting

that staff be tasked with clarifying the language. Planning and Zoning Director Josh Cook agreed the provision has caused confusion, including among the Planning Commission and outside engineers, and stated his office would work on a revision.

Commissioner Fackrell then questioned Josh Cook regarding accessory dwelling units (ADUs), asking whether properties with an approved detached ADU could later be divided or rezoned to separate the units into individual parcels. Cook clarified that he was not aware of any property with an approved ADU that could currently be subdivided without a separate rezone application, and that approval of any future rezone remains within the Commission's discretion regardless of a property's ADU status. Commission Vice Chair Nickerson added that the county's development priorities change over time and that the Commission, as the legislative body, retains ultimate authority over whether future rezone requests are approved.

Commission Chair Wilson stated that a detailed code discussion was not appropriate for Commissioner Comments and redirected the discussion back to commissioner reports.

Commissioner Fackrell reported attending a tourism discussion regarding expanding the county's marketing efforts, and a WFRC regional planning meeting on commuting patterns.

Commission Vice Chair Nickerson reported on the Weber-Morgan Health Department's WIC program, noting it serves approximately 4,000 participants regionally and encouraging greater use of the program locally. He noted a breastfeeding clinic for expectant mothers is scheduled for September 9th.

Commission Chair Wilson had no further comment

Kate Becker CAM noted that County offices will be closed Monday for Labor Day.

Commissioner Newton moved to adjourn at 8:25 PM.

Seconded by Commissioner Nickerson.

APPROVED: _____ DATE: _____
Morgan County Commission Chair

ATTEST: _____ DATE: _____
Morgan County Deputy Clerk/Auditor

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.

If you want to participate virtually in any public comment listed on this agenda, you need to contact Jeremy@morgancountyutah.gov at least 48 hours before the scheduled meeting.



Limit of 3 Minutes

- *Please do not repeat previously stated comments**
- *The Commission cannot respond –
This is not a Q & A**
- *Please Be Respectful**

Thank you for being here!



County Commission Agenda Request Form

All Agenda items, including back-up materials, must be submitted to:

Morgan County
Attn: Kate Becker
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 435.800.8724

****ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE TUESDAY PRIOR TO A SCHEDULED COUNTY commission MEETING****

Email: kbecker@morgancountyutah.gov

This form must be submitted, along with any required documentation, or the Agenda Item will not be scheduled until the next County commission Meeting

commission Meeting Date: 09/15/2026 Time Requested: _____
Name: Jenny Adams Phone: (435) 513-5639
Address: 1770 S Henefer Rd, Henefer Ut 84033
Email: loveandlearning84017@gmail.com Fax: _____
Associated County Department: _____

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Introduction of a possible new child care facility in Morgan County and request for start up funds/support from Morgan County.

I own Love and Learning Child Care in Coalville and an opportunity for a location for L&L in Morgan has presented itself. I know there's a need for quality child care options in Morgan County, and I'm willing to help, however, there are no grants for start-up funds currently available through the Office of Childcare. This project would have to be funded primarily through community grants and scholarships. I would like to request support from the county, and in addition, explore the option of receiving ongoing support from Morgan County in exchange for child care credit options for their employees to help with retention.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

☐
☐
☒
☐

An Opportunity to Help

— Providing Quality Child Care to Morgan —
County Families

Why I'm Here

I'm Jenny Adams, Owner of Love and Learning Child Care in Coalville

- 37 Years of child care experience
- Worked in multiple child care settings and organizations, with all ages, including foster care
- I've seen the need for more child care options in Morgan County and I want to help
- We've been given an opportunity for a fantastic location in Morgan County ("The Grove") and the time seems to be right to bring our services to your families.

Mapping Care for Kids 2023

There is insufficient licensed child care in Utah to meet the needs of working families.

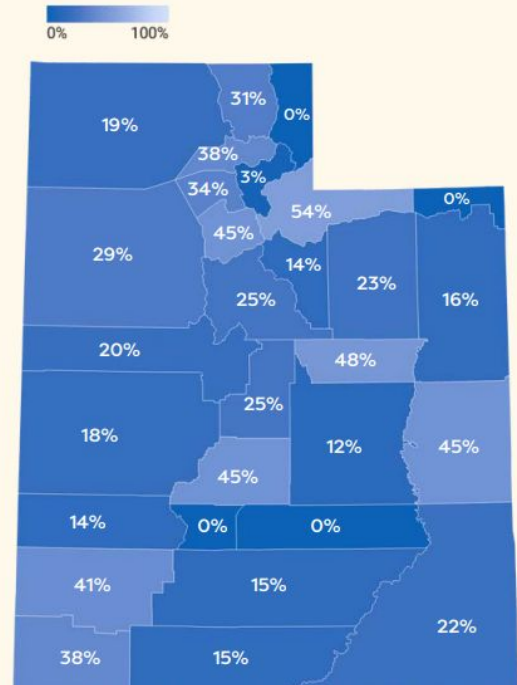
In 2023 only 3% of the child care demand in Morgan County was met.

Since 2024 Morgan County population has increased 3.91%*, yet the number of available child care spots has not increased.

*Current census data

Figure 3.1 Child Care Need Fulfilled by Licensed Child Care by County

Percentage of licensed child care slots divided by the number of kids under 6 with all parents in the workforce. ACS 2021 5-year estimates Table B23008. Licensed child care data provided by the Utah Office of Child Care 8/2023 and tabulated by Voices for Utah Children.



The Facts

- Access to quality rated child care centers is limited statewide
- Morgan's working parents commute out of the county for care
- Morgan parents take their purchasing power and local tax revenue with them when they commute for care and work
- Morgan won't be able to keep a local workforce if there is not accessible childcare

Without Sufficient Child Care Access

Families and Economies Suffer

Households: Direct relationship between child care access and workforce participation, usually deterring mothers from entering or staying in the workforce.

Businesses: Lower Productivity and Outputs, higher turnover and greater recruitment and retention expenses, lower business revenues and contributing to a less robust economy.

Tax Revenue: Decreased revenue weakens the ability of governments to serve their citizens and directly impacts America's economic competitiveness in global markets.

Love and Learning is Ready to Help

L&L has.....

- A proven business model
- Quality staff, committed to making professional development
- Leaders who know what it takes to build a successful community resource.
- Willing to provide what Morgan needs
- A premier location being updated to meet child care regulations



What Makes L&L Unique

Our Mission:

We love the child first, then support their learning by engaging them in meaningful play experiences through quality child care.

Our Values: ❤️ Love, 🌱 Growth, ✨ Excellence, 🎨 Creativity, 🤝 Respect and 🏠 Community

We pride ourselves in keeping our quality high and are proud of our **100% compliance** record with state child care regulations.

We use The Pyramid Model, a research-based model that teaches Social/emotional and problem solving skills.



Our Vision:



Our vision is to bring **premier, high-quality child care and early learning to families across Northern Utah, with a special commitment to rural communities where access to exceptional care is limited.**

We envision communities where families do not have to choose between living in the places they love and having access to the quality child care they deserve. Through nurturing relationships, purposeful play, beautiful learning environments, and meaningful community partnerships, Love & Learning strives to raise the standard of early childhood care while strengthening children, families, and the communities they call home.

The Benefit to Morgan County

L&L's Morgan County location, "THE GROVE" will...

- Add up to 65 new child care spaces
- Expand critical infant & toddler care
- Strengthen workforce participation & employee retention
- Create new local jobs and a nurturing environment to work in
- Provide high-quality early learning & kindergarten preparation
- Build long-term child care infrastructure for Morgan County



***A local need. A proven provider.
An actionable solution.***

We aren't asking Morgan County to fund an idea.

We're asking the county to partner with an experienced provider to bring an established child care model to a community that needs it.

We need help to open the doors!

Community Partnerships

L&L is seeking \$285,000 in start up funds that would provide

- Two expansive nature-based outdoor classroom, built to provide adventure, learning, large movement and so much more!
- Furniture, equipment and supplies
- Building upgrades (flooring and noise reduction panels)
- Safety and security systems

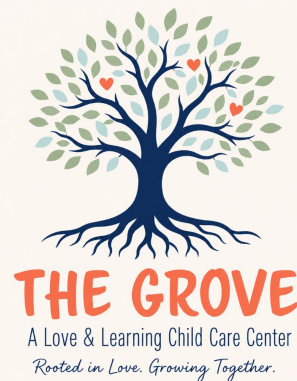
L&L is open to learning how we can benefit the county and its employees in return.

For example, Summit County: Priority registration for infants and free registration fees for all employees

Thank you!

Funding The Grove isn't simply an investment in a child care center—it's an investment in Morgan County's children, working families, employers, and future growth.

Thank you for your consideration!!



Investing
in today's
children builds
a stronger
tomorrow.



THE GROVE

A Love & Learning Child Care
Rooted in Love. Growing Together.

Strong
Children
Bright
Communities

COMMISSIONER QUICK REFERENCE

THE GROVE • MORGAN COUNTY

UP TO 65 NEW CHILD CARE SPACES

One community resource serving children from infancy through preschool.



INFANT + TODDLER CARE CRITICAL ACCESS

- ♥ High-demand care for Morgan County's youngest children.
- ♥ Nurturing relationships and responsive care.
- ♥ Exploration and early social-emotional development.
- ♥ Dependable care that supports working parents.



PRESCHOOL + EARLY LEARNING SCHOOL READINESS

- ♥ High-quality preschool that prepares children for the transition to school.
- ♥ Purposeful play and independence.
- ♥ Problem solving and social-emotional skills.
- ♥ Early learning and kindergarten preparation.

ONLY 3% OF MORGAN COUNTY CHILD CARE DEMAND WAS MET IN 2023

The need affects families, employers, workforce participation and local economic activity.

WHY THE GROVE MATTERS



A READY SOLUTION

Established operating model, experienced leadership and a Morgan location being prepared for licensing.



QUALITY THAT MATTERS

Relationships first, meaningful play, Pyramid Model, professional development and 100% licensing compliance.



WORKFORCE SUPPORT

Local care helps parents remain in the workforce and employers recruit and retain employees.



LONG-TERM IMPACT

Local jobs, early learning, kindergarten preparation and lasting child care infrastructure.

THE PARTNERSHIP REQUEST

\$285,000

TOTAL STARTUP REQUEST

\$155,000

PHASE 1 • ESSENTIALS TO OPEN

\$130,000

PHASE 2 • BROADER STARTUP

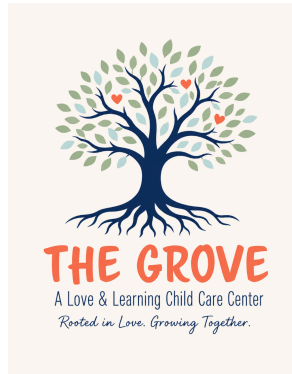
Funding: outdoor classrooms • furniture/equipment/supplies • building upgrades • safety/security • marketing

THE ASK

Partner with Love & Learning to remove the one-time startup barrier between Morgan County and up to 65 new child care and preschool spaces.

Jenny Adams | Owner, Love and Learning Child Care | 435-513-5639 | thegrove84050@gmail.com

Children
thrive here.



The Grove Set up Cost Summary

Category/Room	Total Cost	Phase 1 cost	Phase 2 cost
Infant Room 1	\$23,803	\$18,935	\$4,867
Infant Room 2	\$17,222	0	\$17,222
Toddler/ Twos Room	\$27,403	\$25,130	\$2,400
Prek Room	\$20,010	\$16,360	\$3,650
Shared/Program Wide	\$27,935	\$24,595	\$3,340
Outdoor Classrooms	\$124,700	\$51,700	\$73,000
Safety/Security	\$5,000	\$5,000	0
Office/Janitorial	\$1,100	\$1,100	0
Art	\$1,400	\$1,400	0
Transportation	\$25,000	0	\$25,000
Marketing	\$10,000	\$10,000	0
TOTALS	\$283,573	\$154,220	\$129,479

Phase 2 Includes:

Infant Room 1	Extra Cribs, cubbies and toys
Toddler/Twos	Extra Cribs, cubbies and toys
PreK	Cubbies, toys, learning center
Outdoor Classroom	Play Structure, Extra storage and shelves, bikes, tables and benches, Tunnel, Water Table,
Shared and Transportation	Buggies, Staff equipment, Van

RESOLUTION CR 26-42

A RESOLUTION AMENDING THE PT-33 HOMESTEADER CREDIT INCOME LIMIT

WHEREAS, Morgan County administers the PT-33 Application for Homesteader Credit to provide property tax relief to qualifying homeowners; and

WHEREAS, the Morgan County Commission desires to update Resolution CR 24-77 increasing the maximum income threshold to assist more residents facing financial pressures.

NOW, THEREFORE, BE IT RESOLVED BY THE MORGAN COUNTY COMMISSION, UTAH:

Section 1. Income Limit Amendment. The maximum yearly household income to qualify for the Morgan County Homesteader Credit (Form PT-33) is hereby increased to \$52,650.

Section 2. Implementation. The County Clerk/Auditor, Assessor, and Treasurer are authorized to update all forms, schedules, and tax records to apply this change for the current tax year.

Section 3. Effective Date. This Resolution shall take effect immediately upon approval.

PASSED AND ADOPTED this 15th day of September, 2026.

MORGAN COUNTY COMMISSION:

ATTEST:

Matthew Wilson, County Commission Chair

Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

COMMISSION MEMBERS VOTING:

		AYE	NAY	ABSENT
_____ Janet Christoffersen, County Deputy Attorney	Michael Newton	_____	_____	_____
	Vaughn Nickerson	_____	_____	_____
	Blaine Fackrell	_____	_____	_____
	Raelene Blocker	_____	_____	_____
	Matthew Wilson	_____	_____	_____

Application for Homesteader's Credit

Pursuant to Morgan County Resolution 24-____ as allowed
under UCA §59-2-1347
Due no later than Sept 1, 2026

UCA §59-2-1347
Form PT-33
As revised by Morgan
County

Property Owner Information

Property owner name	Home phone number	Work phone number
Property owner address	Date of Birth	
City	State	Zip

Property Information

Parcel, serial, or account number	Type of property (e.g., commercial, primary residential, etc.)
Location or address	
Legal description (including acreage – cannot exceed 1 acre)	

Property Value and Tax Information

Year(s) (May go back three years)	Taxes	Penalty	Interest	Total
Total				

Current year market value of property (Attach copy of most recent valuation /tax notice)	\$
Amount received from home owner/mobile home owner (circuit breaker) tax credits	\$
Amount owner offers in settlement (Attach proposed payment schedule)	\$
	\$

I/we have exhausted efforts to obtain funds to pay the delinquent taxes. I/we further certify the following:

- ____ 1. I/we am the property owner of the property listed above.
- ____ 2. I am 65 years old or older.
- ____ 3. My yearly household income is \$52,650 or less.
- ____ 4. This property has been my primary residence for 25 years or more.
- ____ 5. This request is for 1 acre or less containing my primary residence.

Attach the following:

1. Owner's statement of circumstances and request for relief.

2. Most recent valuation/tax notice.

3. Financial Summary (back of this form)
5. Copies of last 3 years' filings with I.R.S.

6. Other documentation as required.

Signature

I certify to the best of my knowledge and understanding, that this information is true, correct, and complete.

Signature of property owner(s)

Date

X

Financial Summary

Form PT-33 – Page 2
PT-033-2.ai Rev. 11/00

Income From Previous Three Years					
Sources of Income	Year:	Year:	Year:	Year:	Year:
Salary	\$	\$	\$	\$	\$
Social security					
Dividends and interest					
Real estate income					
Business income					
Any assets transferred to relatives					
Total	\$	\$	\$	\$	\$

Current Year Assets		Current Year Liabilities	
Bank accounts and cash on hand		Notes payable to banks, relatives and others	
Name of institution	Amount	Description	Monthly Pymt
	\$		\$
Cash on hand			
Total	\$	Total	\$
Other real estate (exclude subject property)		Real estate mortgage payable	
Parcel no/acreage/description	Market Value	Lender/type/maturity/property identification	Monthly Pymt
	\$		\$
Total	\$	Total	\$
Stocks, bonds and securities		Unpaid medical expenses	
Description	Market Value	Medical facility/patient/illness	Monthly Pymt
	\$		\$
Total	\$	Total	\$
Other assets (vehicles, accounts receivable, etc.)		Other debts (credit cards, utility payments, etc.)	
Description	Market Value	Description	Monthly Pymt
	\$		\$
Total	\$	Total	\$
Total Assets	\$	Total Liabilities	\$

Household Income

Income	Amount
Wage/Salaries/tipsOther compensation (W-2, 1099Misc, ect	
Total interest income, dividends (taxable/nontaxable)	
Pensions, Annuities - Include IRA's (taxable/nontaxable)	
Social Securty/Railroad retirement (but not Social Security Disability) (taxable/nontaxable)	
Current year capital gain or loss	
Unemployment, worker's compensation	
Business rental, farm income	
Other income received under UC59-21202 such as alimony, nontaxable interest, ect	
Total Household Income	



**HOMESTEADER'S CREDIT CRITERIA
APPROVAL/DENIAL
And
PUBLIC NOTICE**

Based upon the taxpayer's completed application, the Morgan County Commission has applied the following criteria for approval or denial of taxpayer's application for Homesteader's Credit as allowed under Utah Code Ann. Section 59-2-1347 and Morgan County Resolution 25-_____.

Criteria:

- _____ Property owner is 65 years or older.
- _____ Property owner's household income is \$52,650.00 or less.
- _____ Property has been property owner's primary residence for at least 25 years.
- _____ Property owner holds no interest in any income producing properties.
- _____ Property receiving credit is one acre or less.
- _____ A three-year lookback into these criteria supports approval.
- _____ The market value of the property supports approval.
- _____ Further circumstances the Commission has considered in approving (in full or part) or denying the application:

Requested Credit (based on current State Circuit Breaker credits):

1. One half of the tax due _____ x .50 = _____, or cap of \$1,412.
- AND/OR
2. Credit equal to 20% of fair market value of residence: _____ x .20 = _____.

Approved Credit: _____

*****Please note that the Commission's decision may not be appealed.*****

HOMESTEADER'S CREDIT APPROVAL/DENIAL and PUBLIC NOTICE

Pursuant to Resolution 26-__-BOE, the Morgan County Commission hereby

__ Approves

___ Denies

a Homesteader's Credit for the following:

Property owner/taxpayer: _____

Parcel, serial, or

account number of the property: _____

Value of property for current year: _____

Sum of delinquent taxes,

interest, and penalty due: _____

Amount of credit approved: _____

For tax year(s): 20_____

If approved, this notice shall be posted within 10 days of said approval.

DATED this ____ day of _____, 2026.

Matt Wilson, Chair
Morgan County Commission

Commission Members Voting:

	Aye	Nay
Rayleen Blocker	___	___
Mike Newton	___	___
Vaughn Nickerson	___	___
Blaine Fackrell	___	___
Matthew Wilson	___	___

ATTEST: _____
Leslie Hyde
Morgan County Clerk/Auditor

FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between Morgan County (hereinafter, “County”) and Comcast Cable Communications Management, LLC. (hereinafter, “Grantee”).

The County, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the “Cable Act”) except as otherwise defined herein. To the extent the Cable Act is amended or repealed, references herein shall be construed to refer to the successor provisions thereof, if any.

1.1. “Effective Date” means the date on which this Agreement has been executed by all parties necessary for it to be binding, as indicated on the signature page(s), unless a specific date is otherwise provided in Section 2.2 (Term).

1.2. “Franchise Area” means the present legal boundaries of the Morgan County as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

1.3. “Gross Revenue” means the Cable Service revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles (“GAAP”). Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross Revenue shall not include refundable deposits, bad debt, late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

SECTION 2 - Grant of Authority

2.1. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair,

replace, reconstruct, maintain, subject to the terms of this Agreement and all applicable federal, state, and local laws, ordinances, resolutions, rules, regulations, standards, and permit requirements. Grantee's use of the Public Ways shall at all times be non-exclusive and subordinate to the County's police powers and its authority to manage, regulate, and control the Public Ways.

For the purpose of providing Cable Services, Grantee may erect, install, construct, repair, replace, reconstruct, maintain, or retain in the Public Ways such facilities as are reasonably necessary for the operation of the Cable System, including poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, and related equipment.

All such activities shall require prior County approval where required by applicable ordinance or permit, and shall be performed in accordance with County construction standards, engineering requirements, and applicable permit conditions.

Nothing in this Agreement shall be construed to grant Grantee any ownership interest in the Public Ways.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act. Continued exercise of the Franchise is conditioned upon Grantee's substantial compliance with the material terms of this Agreement.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and shall not limit the County's authority to evaluate Grantee's past performance, compliance with this Agreement, or the future cable-related needs and interests of the community.

2.4. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Franchising Authority, or (C) be construed as a waiver or release of the rights of the Franchising Authority's police powers or its authority to manage and control the Public Ways, including the right to require permits, coordinate construction, impose reasonable conditions, and protect the public health, safety, and welfare.

SECTION 3 – Construction and Maintenance of the Cable System

3.0 General Construction; Compliance with County Standards. Grantee's construction, installation, maintenance, repair, relocation, removal, and excavation activities within any Public Way shall be performed in a safe and workmanlike manner and in compliance with all applicable federal, state, and local laws, ordinances, resolutions, regulations, standards, specifications, and permit requirements, as may be amended from time to time.

Grantee shall obtain all required permits prior to performing work in the Public Ways, except in the case of an emergency, in which case Grantee may commence work as necessary to protect life or property or restore service, provided that Grantee shall notify the County as soon as practicable and obtain any required permits no later than the first working day after such work is commenced.

All work shall be subject to County review, inspection, and approval, and Grantee shall comply with all reasonable conditions imposed by the County in connection with such permits and approvals.

Grantee shall restore all Public Ways and other affected property to a condition equal to or better than that existing prior to the work, as determined by the County, and such restoration shall be subject to County inspection and acceptance.

Grantee shall warrant and guarantee all such work, including restoration, for a period of not less than one (1) year following final acceptance by the County, or such longer period as may be required by applicable County standards based on site conditions or past performance. During the applicable warranty period, Grantee shall, at its sole cost, promptly repair, replace, or reconstruct any defective or failing work upon notice from the County.

If Grantee fails to timely perform such corrective work after notice, the County may perform or cause such work to be performed and recover its costs from Grantee, including through any security provided under this Agreement.

3.1. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable advance written notice from the Franchising Authority, and at such times as may be reasonably required by the Franchising Authority, and at its own cost and expense, protect, support, promptly alter, relocate, remove, or reconstruct the Cable System, or any part thereof, so as to conform with any such new grades or lines or other lawful public improvements.

To the extent that public funds are made available to similarly situated users of the Public Way for such relocation, the Franchising Authority may make such funds available to Grantee on a nondiscriminatory basis, subject to the terms, limitations, and conditions of such funding.

3.2. Relocation at request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its facilities to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its facilities, and such charge may be required to be paid in advance; and (ii) the Grantee is given reasonable advance written notice to arrange for such temporary relocation.

Grantee shall perform such relocation in a timely manner and in coordination with the County and the permitted work, and shall not unreasonably delay or interfere with such permitted activity.

3.3. Undergrounding and Beautification Projects. When the Franchising Authority requires similarly situated aerial utility or communications facilities within a defined project area to be relocated underground, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities and in coordination with the Franchising Authority. To the extent that public or private funds are made available to similarly situated users of the Public Way for such relocation, Grantee may be eligible to receive such funds on a nondiscriminatory basis, subject to the terms, limitations, and conditions of such funding.

3.4. Abandonment and Removal of Facilities. The Grantee shall not abandon any portion of the Cable System located within the Public Ways without prior written notice to the Franchising Authority.

If the Grantee permanently discontinues the use of any facilities within the Public Ways, abandons any portion of the Cable System, ceases providing service through any facilities, or upon the expiration, termination, or nonrenewal of this Franchise, the Franchising Authority may require the Grantee, at its sole cost and expense, to remove all or any portion of such facilities and restore the affected Public Ways and other property to a condition acceptable to the Franchising Authority.

The Franchising Authority may, in its sole discretion, authorize the Grantee to abandon facilities in place if the Franchising Authority determines that removal would be impractical, unnecessary, or contrary to the public interest. Any facilities abandoned in place shall remain subject to all applicable safety requirements and shall not interfere with the use, maintenance, repair, replacement, or construction of public improvements, utilities, or other authorized facilities.

Upon written notice from the Franchising Authority, the Grantee shall promptly remove, relocate, or otherwise address any abandoned, unused, unsafe, damaged, or obsolete facilities that, in the determination of the Franchising Authority, interfere with the use of the Public Ways, create a safety hazard, impede public improvements, or otherwise adversely affect the public health, safety, or welfare.

If the Grantee fails to remove, relocate, or otherwise address such facilities within the time specified by the Franchising Authority after written notice and a reasonable opportunity to cure, the Franchising Authority may perform or cause such work to be performed and recover all costs and expenses incurred from the Grantee, including through any security provided pursuant to this Agreement.

Nothing in this Section shall be construed to require the Franchising Authority to acquire ownership of any abandoned facilities or to assume any responsibility for the maintenance, operation, condition, or liability associated with such facilities.

3.5. Coordination and Facility Location Information. Grantee shall maintain records reasonably identifying the location of its facilities within the Public Ways and shall, upon reasonable request and subject to applicable confidentiality protections, provide available facility location information reasonably necessary for the County to coordinate public improvements, utility installations, maintenance activities, and other lawful governmental purposes.

Grantee shall cooperate with the County and other utilities in coordinating construction activities within the Public Ways to minimize unnecessary disruption and conflicts with public improvements.

3.6. Compliance with Public Way Management Requirements. Grantee shall comply with all applicable County ordinances, regulations, standards, specifications, permit requirements, restoration requirements, pavement cut restrictions, street moratoriums, encroachment requirements, and other Public Way management requirements, as may be adopted or amended from time to time.

3.7 Inspection Authority. The Franchising Authority may inspect work performed within the Public Ways to determine compliance with this Agreement, applicable permits, and applicable laws. Such inspections shall not relieve Grantee of responsibility for its work or constitute acceptance thereof.

SECTION 4 - Customer Service Standards; Customer Bills; and Privacy Protection

4.1. Customer Service Standards. The Franchising Authority hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. Grantee shall comply with such standards and shall also comply with any applicable state and local customer service requirements to the extent not preempted by federal law. Upon reasonable request, Grantee shall provide the County with information regarding customer complaints, service performance, and compliance with applicable customer service standards.

4.2. Privacy Protection. The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 5 - Oversight and Regulation by Franchising Authority

5.1. Franchise Fees. The Grantee shall pay to the Franchising Authority a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other video service provider providing service in the Franchise

Area. The payment of franchise fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. Each franchise fee payment shall be accompanied by a report certified by an authorized representative of the Grantee and setting forth in reasonable detail the calculation of Gross Revenues and the resulting franchise fee payment for the reporting period

The Franchising Authority shall have the right, upon reasonable notice and during normal business hours, to examine and audit the books and records of the Grantee to verify the accuracy of franchise fee payments.

If an audit reveals an underpayment of franchise fees, Grantee shall promptly pay the amount due, together with interest at a reasonable rate from the date due until paid. If the underpayment exceeds five percent (5%) of the amount due for the audited period, Grantee shall also reimburse the Franchising Authority for the reasonable costs of the audit. Grantee shall maintain records supporting franchise fee calculations for a period of not less than five (5) years and shall make such records available for audit upon reasonable notice.

SECTION 6 – Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, including any transaction or series of transactions that results in a change in actual working control of the Grantee, whether by ownership, management, or otherwise shall take place without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, provided that such transaction does not result in a change in control of the Grantee or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. The Franchising Authority may require reasonable information regarding the proposed transferee, including its financial, legal, and technical qualifications as well as assumption of all obligations under this Agreement. No such transfer shall release Grantee from obligations arising before the transfer.

.

SECTION 7 - Enforcement and Termination of Franchise

7.1. Notice of Violation or Default. In the event the Franchising Authority believes that the Grantee has not complied with the material terms of the Franchise, it shall

notify the Grantee in writing with specific details regarding the nature of the alleged noncompliance or default.

Nothing herein shall preclude the Franchising Authority from taking immediate action, including suspension of work or other necessary measures, where required to protect public health, safety, or property.

In addition, upon written notice of noncompliance or default, the Franchising Authority may exercise its rights under applicable law and its permitting authority, including but not limited to withholding or conditioning permits, issuing stop work orders, suspending or limiting access to the Public Ways, or taking such other reasonable actions as are necessary to enforce compliance with this Agreement and applicable requirements.

7.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the Franchising Authority's written notice: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, commence and thereafter diligently pursue the cure to completion, and provide the Franchising Authority of the steps being taken and a reasonable schedule for completion of the cure.

Notwithstanding the foregoing, any default affecting public health or safety, the integrity or use of the Public Ways, or compliance with applicable construction, restoration, or permitting requirements shall be corrected within such shorter time as reasonably required by the Franchising Authority.

The Franchising Authority may, in its reasonable discretion, extend the cure period upon a showing of good cause by the Grantee.

7.3. Public Hearings. In the event the Grantee fails to respond to the Franchising Authority's notice or fails to cure the alleged default within forty-five (45) days or the date projected by the Grantee, the Franchising Authority may schedule a public hearing to investigate the default. Such public hearing shall be held at regularly scheduled or special meeting of the Franchising Authority, upon not less than ten (10) business days' written notice to the Grantee, and the Grantee shall be provided a reasonable opportunity to be heard.

Following such hearing, the Franchising Authority may take any action permitted by this Agreement or applicable law, including but not limited to termination of the Franchise, imposition of conditions, recovery of costs, or enforcement against any security provided by the Grantee.

7.4 Recovery of Costs. If the Franchising Authority incurs reasonable costs, including engineering, inspection, consultant, expert, or attorney fees, as a result of Grantee's failure to comply with this Agreement, applicable permits, or applicable law, and the Grantee is determined to be in violation following notice and opportunity to cure, the Grantee shall reimburse the Franchising Authority for such reasonable costs.

SECTION 8 – Competitive Equity

8.1. New Video Service Provider.

8.1.1. Subject to this Agreement or any other provision of law, if, after the Effective Date, any Video Service Provider (“VSP”) (i) enters into a written cable or video franchise agreement with the Franchising Authority to provide comparable video services to subscribers in the County, , the Franchising Authority, upon written request of the Grantee, meet and confer with Grantee regarding whether any materially more favorable terms applicable to the new VSP warrant a modification of this Agreement.. The Grantee and the Franchising Authority shall meet and confer regarding the request within sixty (60) days after the Grantee submits a written request to the Franchising Authority. Any modification shall be subject to good-faith negotiation, applicable law, and approval by the County Commission.

8.1.2. I This Section does not apply to any provider, service, agreement, authorization, permit, right-of-way use, or other arrangement existing on or before the Effective Date. It also does not apply to a provider that has not entered into a written cable or video franchise agreement with the Franchising Authority.

8.2 The term “Video Service Provider” or “VSP” shall mean any entity similarly situated to Grantee and using the County’s public rights-of-way to provide comparable multiple video programming services to subscribers, for purchase or at no cost that is subject to the lawful franchising authority of the County. A VSP may include an entity providing cable or comparable video services, but only to the extent that the entity is similarly situated to Grantee, uses the County’s public rights-of-way, is subject to the County’s lawful franchising authority, and enters into a written cable or video franchise agreement with the Franchising Authority after the Effective Date.

8.3 Nothing in this Section shall require the automatic amendment of this Agreement or entitle Grantee to terms identical to those applicable to another provider. In the event the Franchising Authority, after the Effective Date, enters into a written cable or video franchise agreement that authorizes a new VSP to provide video services within the County under terms that are materially more favorable than those applicable to Grantee, the parties agree to negotiate in good faith regarding potential modifications to this Agreement to achieve reasonable competitive equity, taking into account differences in technology, service offerings, service area, use of the Public Ways, regulatory status, applicable law, and the circumstances of the providers. Any agreed modification must be in writing and approved by the County Commission.

SECTION 9 - Miscellaneous Provisions

9.1. Force Majeure. Neither party shall be deemed in default or noncompliance with this Agreement where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, , unusually severe weather, hurricane,

tornado or other catastrophic act of nature, or governmental, administrative or judicial order or regulation,

Force majeure shall not include delays caused by financial hardship, labor disputes within the affected party's control, lack of planning, or the failure to obtain necessary permits, approvals, materials, or labor in the ordinary course of business.

The affected party shall provide prompt written notice of the force majeure event, shall use commercially reasonable efforts to mitigate its effects, and shall resume performance as soon as reasonably practicable.

9.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Franchising Authority:

To the Grantee:

Comcast
Attn: Government Affairs
9602 S 300 W
Sandy, UT 84070

with a copy to:

Comcast Cable
Attn.: Government Affairs Department
1701 JFK Blvd, 49th Floor
Philadelphia, PA 19103

9.3. Entire Agreement. This Franchise Agreement, including all Exhibits, embodies the entire understanding and agreement of the Franchising Authority and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. Nothing in this Franchise Agreement shall be construed to waive, limit, or supersede the Franchising Authority's police powers or its authority to adopt, apply, and enforce generally applicable laws, ordinances, regulations, standards, and permit requirements, including but not limited to

those governing public safety, rights-of-way management, construction, excavation, restoration, and land use, as may be amended from time to time.

9.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

9.5. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Grantee and approved by the Franchising Authority in accordance with applicable law. No course of dealing, act, omission, or communication by either party, including by any officer, employee, or agent, shall be deemed to amend or modify this Agreement unless set forth in a written amendment executed as provided herein.

9.6. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement, and no person or entity not a party hereto shall have any right to enforce any provision of this Agreement.

9.7. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, of either Party under federal, state, or local law unless such waiver is expressly stated herein. Nothing in this Agreement shall be construed as a waiver of any rights, defenses, immunities, or limitations of liability available to the Franchising Authority, including, without limitation, those provided under the Utah Governmental Immunity Act.

9.8. Indemnification. To the fullest extent permitted by law, Grantee shall defend, indemnify, and hold harmless the Franchising Authority and its officers, elected officials, employees, agents, and representatives from and against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs, and expenses, including reasonable attorney fees and costs of defense, arising out of or related to:

(A) the construction, installation, operation, maintenance, repair, relocation, or removal of the Cable System within the Public Ways;

(B) any act or omission of the Grantee, its contractors, subcontractors, agents, or employees; or

(C) any breach of this Franchise Agreement by the Grantee;

except to the extent caused by the negligent or willful misconduct of the Franchising Authority.

Grantee's obligations under this Section shall include the duty to defend the Franchising Authority upon tender of a claim and shall apply regardless of whether such claims are caused in part by a party indemnified hereunder. The Franchising Authority shall have the right to participate in the defense of any claim and to approve any settlement that affects the Franchising Authority, which approval shall not be unreasonably withheld.

Grantee's indemnification obligations shall not be limited by the availability of insurance, by any limitation on damages or liability contained elsewhere in this Agreement, or by the amount of any security maintained pursuant to this Agreement. The obligations of this Section shall survive the expiration or termination of this Franchise Agreement.

9.9. Insurance. Grantee shall, at its sole cost and expense, maintain in full force and effect during the term of this Franchise Agreement insurance coverage with insurers authorized to do business in the State of Utah and having a financial rating reasonably acceptable to the Franchising Authority.

Such insurance shall include, at a minimum:

(A) Commercial General Liability Insurance, including coverage for bodily injury, property damage, personal injury, products and completed operations, and contractual liability, with limits of not less than:

\$1,000,000 per occurrence;
\$2,000,000 aggregate;

(B) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles, with a combined single limit of not less than \$1,000,000 per occurrence;

(C) Workers' Compensation Insurance as required by the laws of the State of Utah, together with employer's liability insurance; and

(D) Umbrella or Excess Liability Insurance with limits of not less than \$2,000,000 per occurrence.

The Franchising Authority, its officers, officials, employees, and agents shall be included as additional insureds on the Commercial General Liability and Umbrella policies for ongoing and completed operations.

Such insurance shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the Franchising Authority.

Grantee shall provide certificates of insurance evidencing the required coverage prior to commencement of work and upon reasonable request thereafter.

Each policy shall provide that it may not be canceled or materially modified without at least thirty (30) days' prior written notice to the Franchising Authority.

The maintenance of insurance shall not be deemed to limit or modify Grantee's indemnification obligations under this Agreement.

9.10__Security. As security for the faithful performance of its obligations under this Agreement, including restoration, warranty, repair, maintenance, indemnification, and payment obligations, Grantee shall maintain a bond, irrevocable letter of credit, cash deposit, or other security acceptable to the Franchising Authority in an amount not less than Fifty Thousand Dollars (\$50,000).

The Franchising Authority may, upon reasonable written notice, require an increase in the amount of such security to an amount reasonably necessary to reflect the scope, location, or risk of Grantee's activities within the Public Ways, including but not limited to increased construction activity, repeated violations of this Agreement, failure to timely restore Public Ways, expanded use of the Public Ways, prior claims against the security, or other circumstances reasonably demonstrating increased risk to the Franchising Authority.

Grantee shall provide any required increase in security within thirty (30) days following written notice from the Franchising Authority, or within such other reasonable period specified in the notice.

The Franchising Authority may draw upon the security, in whole or in part, if Grantee fails to perform any obligation under this Agreement after notice and opportunity to cure, including but not limited to restoration, repair, relocation, removal, warranty, indemnification, reimbursement, or payment obligations. The Franchising Authority may use such funds to complete required work, reimburse costs incurred, satisfy unpaid obligations, or otherwise protect the public health, safety, and welfare.

If any portion of the security is drawn upon by the Franchising Authority, Grantee shall replenish the security to the required amount within thirty (30) days following written notice from the Franchising Authority.

The rights of the Franchising Authority with respect to the security are in addition to, and not in lieu of, any other rights or remedies available under this Agreement or applicable law. The maintenance of security shall not limit, waive, or modify any obligation of Grantee under this Agreement.

9.11__ Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Any action arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction located within Morgan County, the State of Utah, or if federal jurisdiction applies, in the federal district court serving Morgan County.

9.12__ Cumulative Remedies. The rights and remedies of the Franchising Authority provided in this Agreement are cumulative and shall not be deemed exclusive of any other rights or remedies available at law, in equity, or under applicable ordinance.

9.13__ Survival. The provisions relating to indemnification, insurance, warranties, restoration obligations, abandoned facilities, audits, franchise fee obligations, and any other provisions which by their nature are intended to survive shall survive the expiration, termination, or nonrenewal of this Agreement.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For Franchising Authority:

By: _____

Name: _____

Title: _____

Date: _____

For Comcast Cable Communications Management, LLC.:

By: _____

Name: _____

Title: _____

Date: _____

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right of Way
Salt Lake City, UT 84145
mr0005morgancounty.ah

Space above for County Recorder's use
PARCEL I.D.# 00-0005-2363

EXCLUSIVE RIGHT-OF-WAY AND EASEMENT GRANT
RW# 42605

MORGAN COUNTY, a political subdivision of the State of Utah, with an address of 48 West Young Street Morgan, Utah 84050 (“**Grantor**”), does hereby convey and warrant to QUESTAR GAS COMPANY dba ENBRIDGE GAS UTAH, a Utah corporation with a business address at 333 S. State Street, Salt Lake City, Utah 84111 (“**Grantee**”), its successors and assigns, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, a perpetual exclusive right-of-way and easement (“**Exclusive Easement**”) to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove, replace and abandon in place (whether above or below ground) pipelines, valves, valve boxes, cathodic monitoring and mitigation facilities, and other gas transmission and distribution facilities, including buildings and fencing or any other lawful uses of the Exclusive Easement related to or in connection with Grantee’s business purposes (collectively, the “**Facilities**”), said Exclusive Easement being situated in the County of Morgan, State of Utah, as shown on **Exhibit “A”** attached hereto and by this reference made a part hereof and more particularly described as follows, to-wit (the “**Easement Property**”):

A PERIMETER DESCRIPTION OF A PROPOSED ENBRIDGE GAS PARCEL LOCATED IN NW QUARTER OF SEC 31, T4N, R3E, SLB&M: MORGAN COUNTY UTAH.

THE BASIS OF BEARING IS S 00°25'20" E 5282.82 FT BETWEEN THE NW COR OF SEC 31

AND THE SW COR OF SEC 31, T4N, R3E, SLB&M;

BEGINNING AT THE FURTHEST SOUTH FENCE CORNER OF THE EXISTING CELL TOWER SITE, SAID POINT IS S 00°25'20" E ALONG SECTION LINE 1944.66 FT AND EAST 450.50 FT FROM THE NW COR OF SEC 31, T4N, R3E, SLB&M:

THENCE S 38°02'38" W 55.77 FT TO A POINT ON THE NORTH LINE OF COUNTY RD
AND A 270.00 FT RADIUS NON-TANGENT CURVE (RADIUS POINT BEARS N 13°55'08"
W),

THENCE ALONG SAID CURVE TO THE RIGHT FOR A DISTANCE OF 142.61 FT,

CENTRAL ANGLE OF 30°15'45", CHORD BEARS N 88°47'15" W 140.96 FT,

THENCE N 16°20'37" E 24.60 FT TO THE SOUTH FENCE OF HOLLEY SINCLAIR YARD,

THENCE ALONG SOUTH FENCE N 71°55'04" E 29.73 FT TO THE SOUTHEAST FENCE
CORNER, THENCE ALONG EAST FENCE N 17°58'15" W 16.78 FT TO THE SOUTH LINE
OF EXISTING 25 FT HOLLEY SINCLAIR RIGHT OF WAY, THENCE ALONG SAID
SOUTH LINE

N 73°01'37" E 100.47 FT, THENCE S 52°54'29" E ALONG THE CELL TOWER FENCE 61.67
FT TO THE POINT OF BEGINNING.

PARCEL CONTAINS 10,136.00 SQ FT - 0.2327 SQ ACRE

TO HAVE AND TO HOLD the Exclusive Easement unto Grantee, its successor and assigns, with
the right of ingress and egress to and from the Exclusive Easement with the right to use any
available access road(s) and access easements to access the above described Easement Property.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant,
and agree as follows:

1. Grantee, in Grantee's sole discretion, may restrict or completely prohibit Grantor,
its successors or assigns, or any third-party access to the Exclusive Easement.

2. The Exclusive Easement will be fenced, gated, and locked as deemed necessary by
Grantee, provided Grantee shall comply with any applicable federal, state, and local laws,
regulations, rules, and ordinances.

3. Grantor represents and warrants that there are no mortgages, deeds of trust, liens,
covenants, conditions and restrictions, or other encumbrances covering the Exclusive Easement
prior to the execution of this Exclusive Right-of-Way and Easement Grant which have not been
subordinated.

4. Grantor acknowledges and agrees that it has no right to, shall not attempt to
encumber with, and the Exclusive Easement is not to be subject to, any covenants, conditions and
restrictions, liens, mortgages, deeds of trust, or other encumbrances created by Grantor or its
successors or assigns after the date of recording of this Exclusive Easement.

5. Grantee shall defend, indemnify, and hold harmless Grantor and its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, causes of action, damages, losses, liabilities, judgments, fines, penalties, costs, and expenses, including reasonable attorney fees and costs of defense, arising out of or relating to Grantee's use, occupancy, operation, maintenance, repair, replacement, improvement, or removal of the Easement Area or the exercise of any rights granted under this Exclusive Easement, except to the extent caused by the negligence or willful misconduct of Grantor. This indemnity includes, without limitation, claims arising from personal injury, death, property damage, environmental contamination, releases of hazardous materials, regulatory enforcement actions, and damage to adjacent property or public infrastructure caused by Grantee or its contractors, employees, agents, or invitees.

6. Nothing in this Exclusive Easement shall be construed as a waiver of any defense, immunity, limitation of liability, or protection available to Grantor under the Utah Governmental Immunity Act or other applicable law.

7. Grantee shall comply with all federal, state, and local laws. Grantee shall be solely responsible for any release of hazardous materials arising from its Facilities or activities on the Easement Property and shall promptly investigate, contain, remediate, and restore the Easement Property and any affected property in accordance with applicable law.

8. Grantee agrees that it will repair or restore any damage caused to Grantor's property by Grantee during the construction, operation, maintenance, or replacement of the Facilities. Following construction or maintenance work, Grantee will grade, replace topsoil, and see disturbed areas with grasses compatible with those existing on the surrounding property.

9. Grantor shall have no obligation to maintain, repair, inspect, secure, or monitor the Facilities or Easement Area.

10. Grantee agrees that if Grantee or its successors, assigns, and transferees, abandons the Easement Property, said property will revert to the Grantor or its successors, assigns, and transferees and the Exclusive Easement shall terminate subject to the terms of paragraph 11 below.

11. Abandonment, Termination, and Restoration. If Grantee permanently abandons the Easement Property, permanently ceases using the Easement Property for the purposes authorized by this Exclusive Easement, determines that the Exclusive Easement is no longer necessary for its operations, or otherwise elects to discontinue its use of the Exclusive Easement, Grantee shall promptly execute and record a written instrument terminating and releasing the Exclusive Easement in favor of Grantor. Upon such abandonment, Grantee shall, at its sole cost and expense:

- A. remove all above-ground Facilities, buildings, fencing, gates, equipment, materials, debris, and other improvements installed by or on behalf of Grantee, unless Grantor approves in writing that any such improvements may remain;

- B. remove underground Facilities or properly abandon them in place, as directed or approved by Grantor and in accordance with all applicable laws and industry standards;
- C. restore the Easement Property and any adjacent Grantor property disturbed by the Facilities or their removal to substantially the same condition existing immediately prior to the granting of this Exclusive Easement, or to such other condition as may be approved in writing by Grantor; and
- D. reimburse Grantor for all costs incurred by Grantor to remove abandoned Facilities, restore the Easement Property, or otherwise complete the obligations required by this Section if Grantee fails to do so after reasonable written notice.

Failure to continuously utilize the Easement Property and Facilities for the purposes authorized by this Exclusive Easement for a period of five (5) consecutive years shall constitute prima facie evidence of abandonment, unless Grantee demonstrates that the Facilities remain in active service or are being maintained for reasonably anticipated future operational needs

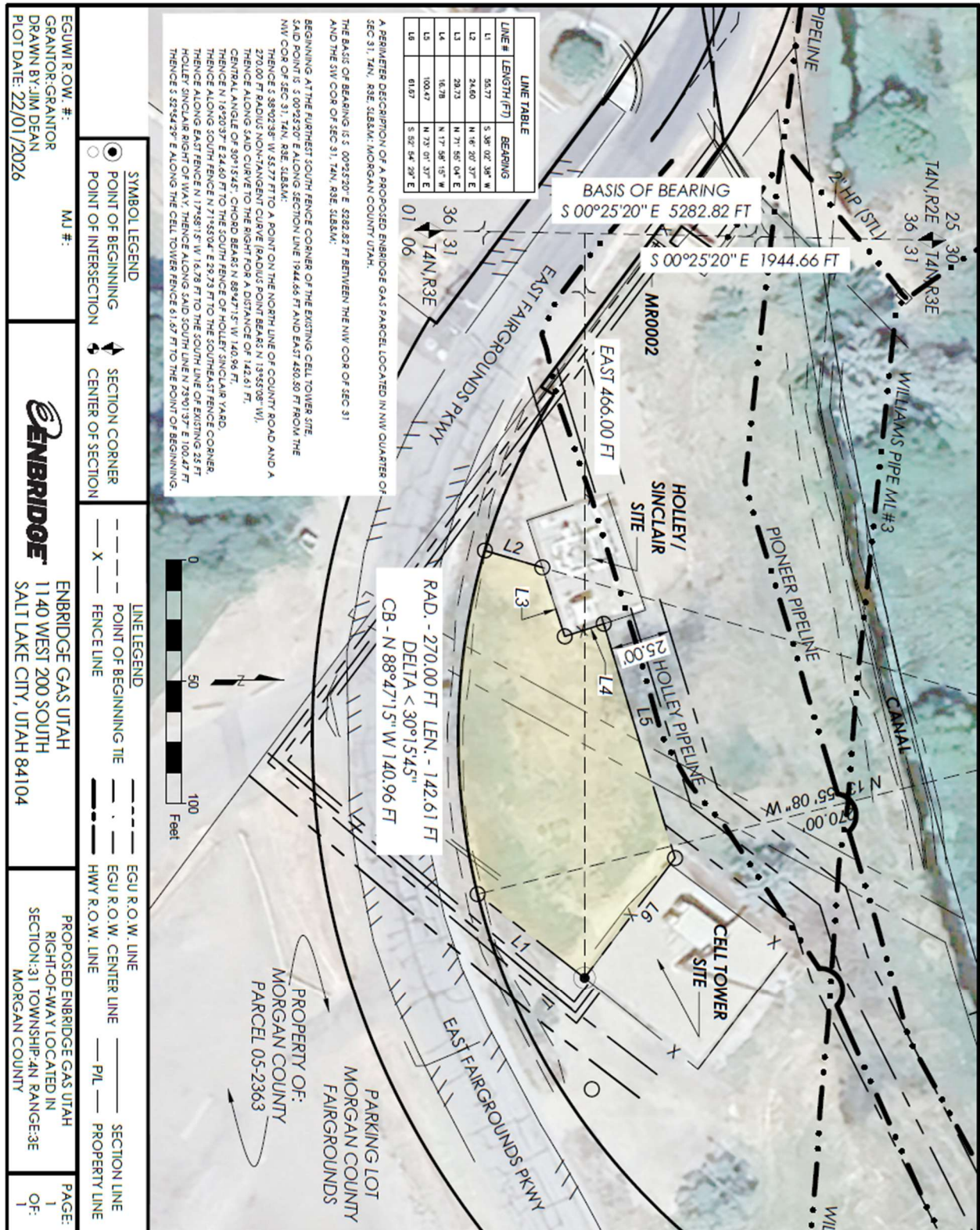
This Exclusive Easement shall run with the land and shall be binding upon and inure to the benefit of the successors, assigns, and transferees, of Grantor and the successors, assigns, and transferees of Grantee, and may be transferred, assigned, pledged, and hypothecated in whole or in part by Grantee with written permission of Grantor. Notwithstanding the foregoing, if Grantee transfers the ownership of the Facilities to another entity regulated by the Utah Public Service Commission to provide natural gas or such agency's successor, Grantee may assign this Easement to such other entity without the consent of Grantor, but notice shall be given to Grantor within sixty (60) days of such assignment.

Any assignment or termination shall be effective upon the execution and recording of an appropriate instrument in the Office of the Morgan County Recorder. Upon such recording, all rights and interests of the Grantee in the portion released shall cease and revert to the owner of the underlying property.

Nothing herein shall be construed to create any right in the Grantor or third parties to require assignment or termination of this easement.

If either Party fails to comply with a material obligation under this Exclusive Easement, the non-defaulting Party shall provide written notice describing the default. The defaulting Party shall have thirty (30) days to cure the default, or, if the default cannot reasonably be cured within thirty (30) days, shall commence corrective action within that period and diligently pursue completion. Failure to cure shall entitle the non-defaulting Party to pursue any remedies available at law or in equity.

EXHIBIT "A"



WHEN RECORDED MAIL TO:

MountainWest Pipeline, LLC
1005 D Street, P.O. Box 2880
Rock Springs, WY 82901

Space above for County Recorder's use
PARCEL I.D.# 00-0005-2363

**EXCLUSIVE RIGHT-OF-WAY AND EASEMENT GRANT
C1015619**

MORGAN COUNTY, a political subdivision of the State of Utah, with an address of 48 West Young Street, Morgan, Utah 84050 (“**Grantor**”), does hereby convey and warrant to MOUNTAINWEST PIPELINE, LLC a Utah limited liability company with an address of 1005 D Street, Rock Springs, Wyoming 82901 (“**Grantee**”), its successors and assigns, for the sum of TEN DOLLARS (\$10.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a perpetual exclusive right-of-way and easement (“**Exclusive Easement**”) to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove, replace and abandon in place (whether above or below ground) pipelines, valves, valve boxes, cathodic monitoring and mitigation facilities, and other gas transmission and distribution facilities, including buildings and fencing or any other lawful uses of the Exclusive Easement related to or in connection with Grantee’s business purposes (collectively, the “**Facilities**”), said Exclusive Easement being situated in the County of Morgan, State of Utah, as more particularly described on **Exhibit “A”** attached hereto and by this reference made a part hereof and shown in the drawing attached hereto as **Exhibit “B”** and by this reference made a part hereof.

TO HAVE AND TO HOLD the Exclusive Easement unto Grantee, its successor and assigns, with the right of ingress and egress to and from the Exclusive Easement with the right to use any available access road(s) and access easements to access the above described Exclusive Easement.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant, and agree as follows:

1. Grantee, in Grantee’ sole discretion, may restrict or completely prohibit Grantor, its successors or assigns, or any third-party access to the Exclusive Easement.

2. The Exclusive Easement will be fenced, gated, and locked as deemed necessary by Grantee, provided Grantee shall comply with any applicable federal, state, and local laws, regulations, or ordinances.

3. Grantor represents and warrants that there are no mortgages, deeds of trust, liens, covenants, conditions and restrictions, or other encumbrances covering the Exclusive Easement prior to the execution of this Exclusive Right-of-Way and Easement Grant which have not been subordinated.

4. Grantor acknowledges and agrees that it has no right to, shall not attempt to encumber with, and the Exclusive Easement is not to be subject to, any covenants, conditions and restrictions, liens, mortgages, deeds of trust, or other encumbrances created by Grantor or its successors or assigns after the date of recording of this Exclusive Easement.

5. Grantee shall defend, indemnify, and hold harmless Grantor and its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, causes of action, damages, losses, liabilities, judgments, fines, penalties, costs, and expenses, including reasonable attorney fees and costs of defense, arising out of or relating to Grantee's use, occupancy, operation, maintenance, repair, replacement, improvement, or removal of the Easement Area or the exercise of any rights granted under this Exclusive Easement, except to the extent caused by the negligence or willful misconduct of Grantor. This indemnity includes, without limitation, claims arising from personal injury, death, property damage, environmental contamination, releases of hazardous materials, regulatory enforcement actions, and damage to adjacent property or public infrastructure caused by Grantee or its contractors, employees, agents, or invitees.

6. Nothing in this Exclusive Easement shall be construed as a waiver of any defense, immunity, limitation of liability, or protection available to Grantor under the Utah Governmental Immunity Act or other applicable law.

7. Grantee shall comply with all federal, state, and local laws. Grantee shall be solely responsible for any release of hazardous materials arising from its Facilities or activities on the Easement Property and shall promptly investigate, contain, remediate, and restore the Easement Property and any affected property in accordance with applicable law.

8. Grantee agrees that it will repair or restore any damage caused to Grantor's property by Grantee during the construction, operation, maintenance, or replacement of the Facilities. Following construction or maintenance work, Grantee will grade, replace topsoil, and see disturbed areas with grasses compatible with those existing on the surrounding property.

9. Grantor shall have no obligation to maintain, repair, inspect, secure, or monitor the Facilities or Easement Area.

10. Grantee agrees that if Grantee or its successors, assigns, and transferees, abandons the Easement Property, said property will revert to the Grantor or its successors, assigns, and transferees and the Exclusive Easement shall terminate subject to the terms of paragraph 11 below.

11. Abandonment, Termination, and Restoration. If Grantee permanently abandons the Easement Property, permanently ceases using the Easement Property for the purposes authorized by this Exclusive Easement, determines that the Exclusive Easement is no longer necessary for its operations, or otherwise elects to discontinue its use of the Exclusive Easement, Grantee shall promptly execute and record a written instrument terminating and releasing the Exclusive Easement in favor of Grantor. Upon such abandonment, Grantee shall, at its sole cost and expense:

- a. remove all above-ground Facilities, buildings, fencing, gates, equipment, materials, debris, and other improvements installed by or on behalf of Grantee, unless Grantor approves in writing that any such improvements may remain;
- b. remove underground Facilities or properly abandon them in place, as directed or approved by Grantor and in accordance with all applicable laws and industry standards;
- c. restore the Easement Property and any adjacent Grantor property disturbed by the Facilities or their removal to substantially the same condition existing immediately prior to the granting of this Exclusive Easement, or to such other condition as may be approved in writing by Grantor; and
- d. reimburse Grantor for all costs incurred by Grantor to remove abandoned Facilities, restore the Easement Property, or otherwise complete the obligations required by this Section if Grantee fails to do so after reasonable written notice.

Failure to continuously utilize the Easement Property and Facilities for the purposes authorized by this Exclusive Easement for a period of five (5) consecutive years shall constitute prima facie evidence of abandonment, unless Grantee demonstrates that the Facilities remain in active service or are being maintained for reasonably anticipated future operational needs

This Exclusive Easement shall run with the land and shall be binding upon and inure to the benefit of the successors, assigns, and transferees, of Grantor and the successors, assigns, and transferees of Grantee, and may be transferred, assigned, pledged, and hypothecated in whole or in part by Grantee.

Any assignment or termination shall be effective upon the execution and recording of an appropriate instrument in the Office of the Morgan County Recorder. Upon such recording, all rights and interests of the Grantee in the portion released shall cease and revert to the owner of the underlying property.

Nothing herein shall be construed to create any right in the Grantor or third parties to require assignment or termination of this easement.

If either Party fails to comply with a material obligation under this Exclusive Easement, the non-defaulting Party shall provide written notice describing the default. The defaulting Party shall have thirty (30) days to cure the default, or, if the default cannot reasonably be cured within thirty (30) days, shall commence corrective action within that period and diligently pursue completion. Failure to cure shall entitle the non-defaulting Party to pursue any remedies available at law or in equity.

Nothing in this Exclusive Easement shall be construed as limiting or impairing Grantor's governmental, regulatory, legislative, or police powers, including its authority to adopt and enforce laws, ordinances, regulations, permits, or other governmental actions of general applicability.

Grantor reserves all rights in and to the Easement Property not expressly granted herein. No fee title or other property interest is conveyed except the Exclusive Easement expressly granted by this instrument

IN WITNESS WHEREOF, Grantor has executed this agreement this _____ day of _____, 20____.

GRANTOR:

By: _____
Its: _____

STATE OF UTAH)
) ss.
COUNTY OF _____)

On the _____ day of _____, 20____ personally appeared before me _____, who, being duly sworn, did say that he is the _____, of _____, and that the foregoing instrument was signed on behalf of said [company type].

Notary Public

EXHIBIT “A”

EXHIBIT “B”

“EXHIBIT A”

SEE “EXHIBIT B” FOR PLAT

NW 1/4 Section 31, T4N, R3E, SLBM
Morgan County, Utah
(PIDN: 00-0005-2363)

PERMANENT EASEMENT

A PARCEL OF LAND, SITUATED IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 3 EAST, SALT LAKE BASE MERIDIAN, MORGAN COUNTY, UTAH; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 31, T 4 N, R 3 E, S.L.B.M., A FOUND ALUMINUM CAP; THENCE SOUTH 18° 44' 59" EAST A DISTANCE OF 1953.59 FEET TO THE NORTHERLY LINE OF ROUND VALLEY ROAD AND THE SOUTHEASTERLY CORNER OF A PERMANENT EASEMENT FOR THE COMO SPRINGS. FACILITY AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE SAID EASEMENT THE FOLLOWING (6) SIX COURSES:

1. ALONG A 303.50 FOOT RADIUS CURVE TO THE LEFT 73.25 FEET, ALONG SAID ROUND VALLEY ROAD, HAVING A DELTA ANGLE OF 13° 49' 41" AND CHORD BEARS SOUTH 47° 18' 26" WEST A DISTANCE OF 73.07 FEET;
- 2., ALONG A 279.00 FOOT RADIUS CURVE TO THE RIGHT 47.41 FEET, ALONG SAID ROUND VALLEY ROAD, HAVING A DELTA ANGLE OF 9° 44' 07" AND CHORD BEARS SOUTH 45° 15' 39" WEST A DISTANCE OF 47.35 FEET;
3. NORTH 52° 29' 54" WEST, ALONG THE EASTERLY LINE OF THE NEXTEL WEST CORP PARCEL, A DISTANCE OF 122.74 FEET, TO THE SOUTHERLY LINE OF THE HOLLY PIPELINE EASEMENT;
4. NORTH 72° 46' 28" EAST, ALONG SAID HOLLY PIPELINE EASEMENT, A DISTANCE OF 17.25 FEET;
5. NORTH 63° 17' 13" EAST, ALONG SAID HOLLY PIPELINE EASEMENT, A DISTANCE OF 115.93 FEET;
6. SOUTH 52° 49' 14" EAST A DISTANCE OF 81.19 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

THE TOTAL AREA OF A GAS FACILITY PERMANENT EASEMENT ACROSS PARCEL 00-0005-2363, AS DESCRIBED ABOVE IS 0.27 ACRES MORE OR LESS.

BASIS OF BEARING IS SOUTH 00° 14' 49" EAST A DISTANCE OF 5280.92 FEET BETWEEN FOUND ALUMINUM CAP MONUMENTS MARKING THE NORTHWEST AND SOUTHWEST CORNERS OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 3 EAST, SALT LAKE BASE MERIDIAN.

NOTES:

1. This exhibit A was prepared without a current title commitment; therefore, Cook Surveying & Associates has researched or has shown other easements, rights-of-way, variances and / or agreements of record except shown hereon.
2. Bearings and distances measured are based on GPS observations using the NAD 83 Wyoming West Central Zone (4903) ensures that survey control, easements, and mapping projects are tied to a consistent, recognized coordinate framework. This minimizes distortion over the project area and provides compatibility with county, state, and federal mapping standards.
3. Distances shown hereon are measured in US Survey feet.

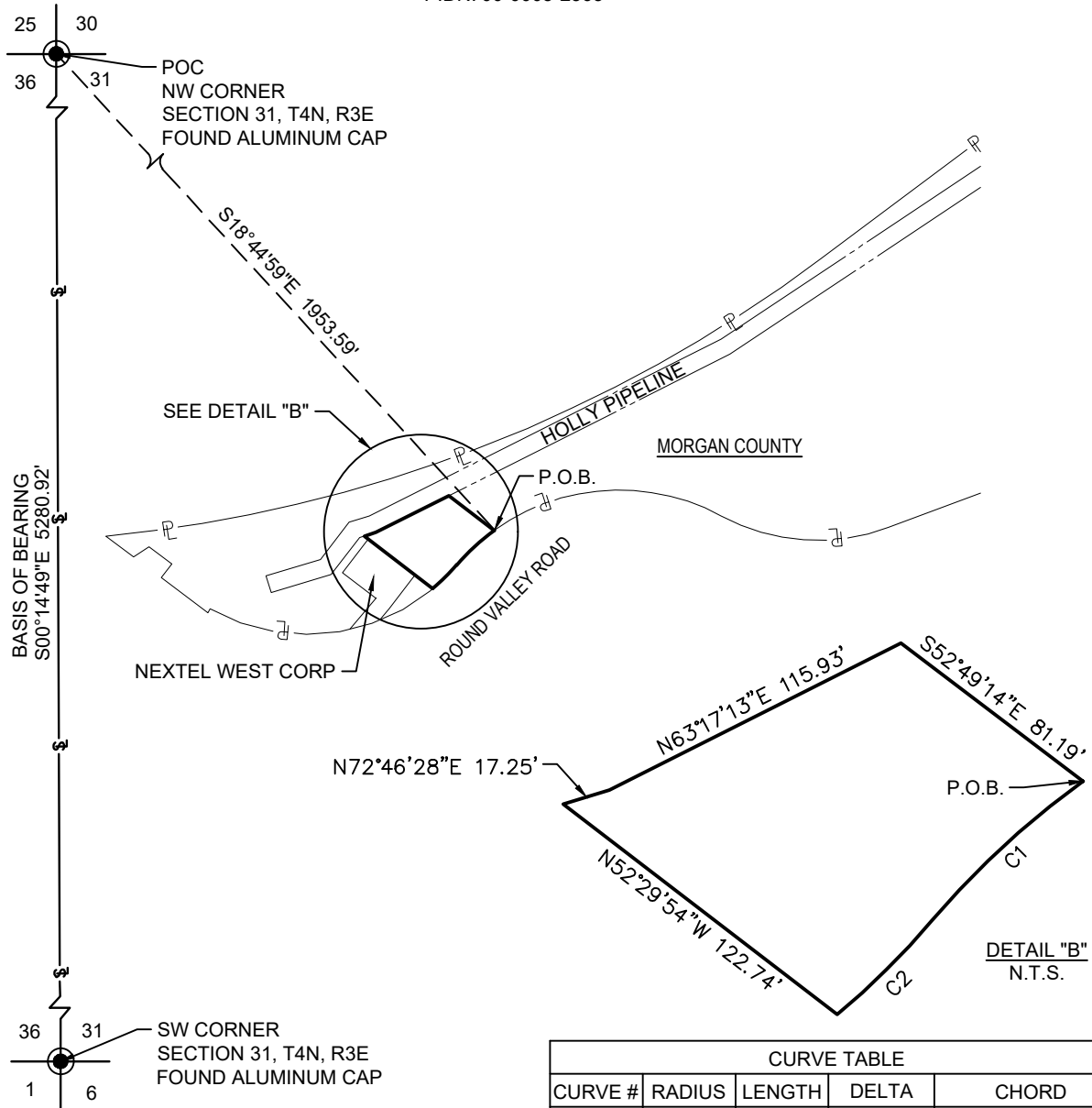


"EXHIBIT B"

SECTION 31, T4N, R3E, SLBM

MORGAN COUNTY, UTAH

PIDN: 00-0005-2363



CERTIFICATE OF SURVEYOR

I, KYLE A. COOK, A REGISTERED LAND SURVEYOR IN THE STATE OF UTAH, HEREBY CERTIFIES THAT THIS EXHIBIT OF A PERMANENT EASEMENT FOR MOUNTAINWEST OVERTHRUST PIPELINE, LLC PIPELINE PROJECT WAS MADE FROM NOTES TAKEN DURING A FIELD SURVEY MADE UNDER MY DIRECTION BY COOK SURVEYING & ASSOCIATES AND IT CORRECTLY SHOWS TO THE BEST OF OUR ABILITIES, THE LOCATION OF THE PROPOSED FACILITY PERMANENT EASEMENT.

SURVEYOR NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PROVIDE A PERMANENT FACILITY EASEMENT FOR THE CONSTRUCTION OF A NEW FACILITY FOR MOUNTAINWEST OVERTHRUST PIPELINE, LLC, LOCATED IN MORGAN COUNTY, UTAH. SECTION 31, T4N, R3E, SLBM.

LENGTH

LEGEND

- PROPOSED PIPELINE
- EXISTING PIPELINE
- ACCESS ROAD
- PROPERTY LINE

- FOUND MONUMENT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS

AREAS

0.27 AC

- TEMPORARY WORKSPACE (TWS)
- NEW PERMANENT EASEMENT
- ADDITIONAL TEMPORARY WORKSPACE (ATWS)

SCALE



RID:	
DWN. BY:	SRH DATE: 06/05/2026
CHK. BY:	KAC DATE: 06/08/2026
PAGE:	1 OF 1
2:07:53 PM	SCOTT 6/12/2026



COMO SPRINGS
PROPOSED FACILITY
CERTIFIED PLAT
MORGAN COUNTY
PARCEL: 00-0005-2363
MORGAN COUNTY, UTAH

WHEN RECORDED RETURN TO:

Morgan County
Attention: Morgan County Attorney
48 West Young Street
Morgan, Utah 84050

**THIRD AMENDMENT
TO DEVELOPMENT AGREEMENT FOR THE
COTTONWOODS AT MOUNTAIN GREEN,
MORGAN COUNTY, UTAH**

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT ("Third Amendment") is entered into as of the date of the last signature below ("Effective Date") by and among TURKEY FLATS, L.L.C., a Utah limited liability company, MOUNTAIN GREEN INVESTMENT, L.L.C., a Utah limited liability company, MAX WILKINSON, trustee of the MAX AND SHAUNA WILKINSON FAMILY TRUST, and MORGAN COUNTY COTTONWOOD, L.L.C., a Utah limited liability company (collectively, the "Successor Developers"), and MORGAN COUNTY, a political subdivision of the State of Utah, by and through County Commission (the "County").

RECITALS

A. On August 9, 2006, Gardner Cottonwood Creek, L.C. ("Original Developer") and the County entered into that certain Development Agreement for the Cottonwoods at Mountain Green, Morgan County, Utah dated August 9, 2006 (the "Original Development Agreement"), which Original Development Agreement was recorded in the official records of the Morgan County Recorder on August 18, 2006 as Entry No. 104097 in Book 234 at Page 323, as previously amended by (i) Amendment to Development Agreement for the Cottonwoods at Mountain Green, Morgan County, Utah dated April 1, 2008 ("First Amendment"), which First Amendment was recorded in the official records of the Morgan County Recorder on June 20, 2008, as Entry No. 112560 in Book 265 at Page 762; and (ii) Second Amendment to Development Agreement for the Cottonwoods at Mountain Green, Morgan County, Utah dated August 6, 2013 ("Second Amendment"), which Second Amendment was recorded in the official records of the Morgan County Recorder on August 27, 2013, as Entry No. 130225 in Book 308 at Page 645.

B. The Original Development Agreement as amended by the First Amendment, Second Amendment, and this Third Amendment, is referred to herein as the "Development Agreement."

C. The Original Development Agreement referenced and related to the real property described in the attached Exhibit A.

D. TURKEY FLATS, L.L.C., and MAX WILKINSON, trustee of the MAX AND SHAUNA WILKINSON FAMILY TRUST, are collectively the owners of the land respectively described in the attached Exhibit B (the “Revised Phase 6 Property”), which Revised Phase 6 Property includes property previously shown in conceptual maps situated in Phases 6 and 7 as defined in the Original Development Agreement.

E. MORGAN COUNTY COTTONWOODS L.L.C. is currently the owner of the land referred to herein and labeled in Exhibit B as the “Phase 9-MCC Property”; the Phase 9-MCC Property was not part of the Original Development Agreement.

F. MORGAN COUNTY COTTONWOODS L.L.C. desires to make the Phase 9-MCC Property subject to and a part of the Development Agreement. On March 3, 2026, the County Commission approved by ordinance the removal of a portion of the property included within the conceptual Phase 9 area of the Development Agreement (the “Removed Phase 9 Property”) pursuant to findings contained in the meeting minutes from the County Commission meeting on March 3, 2026. Most of the Removed Phase 9 Property had been designated as native Open Space on the original conceptual plans. No plans for a golf course and no trails were depicted on the Removed Phase 9 Property, in the Original Development Agreement or Cottonwoods Overlay Report (the “Original Overlay Report”).

G. MOUNTAIN GREEN INVESTMENT, L.L.C., a Utah limited liability company, is currently the owner of a portion of the original Phase 9 property that remains subject to the Development Agreement, referred to herein and labeled in Exhibit B as the “Phase 9-MGI Property” and is referred to together with the Phase 9-MCC Property as the “Revised Phase 9 Property”.

H. The Original Development Agreement section 2.2 approved a theoretical maximum residential density of 877 dwelling units based on the Planning Commission’s analysis of amenities by use of the chart in section 7 of the Original Overlay Report. The 877 dwelling units consisted of a base density of 467 dwelling units and 410 bonus dwelling units. As part of that approval, the Original Development Agreement required construction of a public equestrian center in Phase 6 as a project amenity. The Original Development Agreement declared the dwelling units to be 830 with the equestrian center only. The Original Development Agreement also contemplated the Developer's right, but not obligation, to construct a public golf course in Phase 9. If constructed, the golf course would satisfy applicable Open Space requirements and, pursuant to Section 2.7 of the Original Development Agreement, would entitle the Developer to an additional thirty-eight (38) bonus dwelling units for a maximum residential density of 868 dwelling units. The 830- and 868-unit totals include the 70 dwelling units previously developed in Phase I.

I. Since approval of the Original Development Agreement, multiple phases of the Cottonwoods Development have been completed, others are currently under development or in the development approval process, and certain property subject to the Original Development Agreement remains undeveloped. In addition, not all owners of property originally included within the Phase 6 and Phase 9 planning areas are applicants or parties to this Third Amendment. Accordingly, the County has reviewed the existing development status, ownership, density allocations, and remaining developable property within the Original Development Agreement.

J. The County accepts the replacement public/private amenities required under this Third Amendment in lieu of the required equestrian center, equestrian trails, and the contemplated golf course. Additionally, the County finds that the density allocation, public amenity substitutions, and amendments approved herein apply only to the property subject to this Third Amendment and do not modify the rights or obligations applicable to property owned by non-applicants except with the written consent of each affected owner. Following approval of the Original Development Agreement, the Original Developer and the original property owners entered into that certain Settlement Agreement dated April 30, 2015. Although the County was not a party to the Settlement Agreement, the Settlement Agreement contemplated that certain property subject to the Original Development Agreement that the original developer did not purchase would remain in the ownership of the original property owners. The Settlement Agreement further contemplated that the property remaining with the original property owners, and any successors or assigns thereto, would continue to be subject to the Original Development Agreement and its recorded amendments and future amendments approved by the County Commission. Since execution of the Settlement Agreement, ownership of the remaining property has changed. Through this Third Amendment, only the owners of the property subject to this Third Amendment seek to amend the Original Development Agreement and agree to assume the obligations of the Original Developer applicable to their property, and the County agrees to release the Original Developer from those obligations only as they relate to the property described in Exhibit B, subject to Section 2. The 222 dwelling units authorized by this Third Amendment include all bonus density; no additional dwelling units may be claimed for construction of a golf course.

NOW THEREFORE in consideration of the mutual covenants and conditions hereinafter to be fully kept and performed, the parties hereby agree as follows:

AGREEMENT

1. Application to Revised Phases 6 and 9; Effect on Other Phases. This Third Amendment relates to the Revised Phase 6 Property and the Revised Phase 9 Property. This Third Amendment does not apply to any other land that is not part of the Revised Phase 6 Property or the Revised Phase 9 Property as specifically described in Exhibit B. All other land and phases not described in the attached Exhibit B are not subject to this Third Amendment.

2. Joinder in Development Agreement. By signing this Third Amendment, each of the Successor Developers agrees to be bound by the Development Agreement, as amended by this Third Amendment, solely with respect to the real property owned by such Successor Developer within the Revised Phase 6 Property or the Revised Phase 9 Property, and expressly assumes all obligations, duties, responsibilities, and liabilities of the Original Developer under the Development Agreement applicable to such property. Each successor owner of any portion of the Revised Phase 6 Property or the Revised Phase 9 Property shall likewise be bound by the Development Agreement and this Third Amendment, including all amenity obligations and applicable unit allocations, with respect to the portion of such property acquired and shall automatically succeed to all obligations, duties, responsibilities, and liabilities applicable to such property. Before exercising development rights, a subsequent developer shall obtain County approval of a recorded assumption of the Development Agreement. Unit allocations may not be increased or transferred between properties without a recorded amendment approved by the

County Commission and signed by each affected owner. No Successor Developer or successor owner shall be liable for any obligation, breach, default, act, or omission applicable solely to property owned by another owner or developer, except as expressly provided in this Third Amendment. Upon the Effective Date of this Third Amendment, the County releases the Original Developer from all obligations, duties, responsibilities, and liabilities under the Development Agreement solely with respect to the property subject to this Third Amendment, all of which are assumed by the applicable Successor Developers pursuant to this Section. This release does not affect the Original Developer's obligations or liabilities, including for any breach or default, relating to property outside Exhibit B, including excluded portions of the original Phase 6 and Phase 9 planning areas.

3. Joinder in the Master HOA; Potential Right to Form New HOA.

3.1. Existing Master HOA. The Revised Phase 6 Property and Phase 9-MGI Property are within the MHOA declaration area and shall join the Master HOA as Successor Developers. Phase 9-MCC Property is not in the original declaration area, and the applicable Successor Developer shall use commercially reasonable and good-faith efforts to cause the Phase 9-MCC Property to become annexed into and subject to the existing Master HOA and to be recognized as a Successor Developer. Each Successor Developer shall have the rights and privileges of the original Developer or Declarant with respect to its property that have been validly assigned to, or recognized as held by, such Successor Developer under the Master HOA governing documents. Any approvals, consents, amendments, resolutions, or other actions required under the Master HOA governing documents shall be the responsibility of the applicable Successor Developer and the Master HOA. Nothing in this Third Amendment shall be construed as modifying or enforcing the governing documents of the Master HOA or requiring the Master HOA to approve annexation.

3.2. Alternative HOA. If any portion of the Phase 9-MCC Property is not annexed into the Master HOA, or if the Master HOA provides notice that it will not recognize the applicable Successor Developer as holding the rights necessary to perform its obligations under this Third Amendment, before recordation of the first final plat applicable to such portion of property, the applicable Successor Developer shall establish a separate homeowners association (the "New HOA") to own, administer, operate, maintain, repair, replace, preserve, and enforce the common areas, Open Space, recreational amenities, easements, restrictive covenants, and other obligations assigned to the New HOA under this Third Amendment.

3.3. HOA Functions. The ownership, maintenance, operation, repair, replacement, and permitted use of each trail, park, Open Space area, recreational amenity, and other common improvement required under this Third Amendment shall be as set forth in the applicable final plat, with all trails identified in such plat(s) remaining open to the public in accordance with this Third Amendment and any applicable recorded easements. All other amenities shall be owned, maintained, and made available for use as provided in the applicable plat and associated documents including without limitation the governing documents of the applicable homeowner's association.

3.4. County Review; Enforcement. Before any common area, Open Space, recreational amenity, trail, easement, restrictive covenant, maintenance obligation, or other obligation

required under this Third Amendment is conveyed or assigned to the Master HOA or a New HOA, the applicable Successor Developer shall provide the County with the applicable declaration, easement, maintenance agreement, plat note, or other recorded instrument, in form compliant with this Agreement, confirming the HOA's maintenance, repair, replacement, operation, preservation, public-access, and enforcement obligations as specified herein. Each such instrument shall be recorded against the affected property, shall run with the land, and shall grant the County the right, but not the obligation, to enforce the applicable public-access, maintenance, Open Space, and amenity obligations if the applicable HOA fails to perform them after notice and an opportunity to cure as provided in the Development Agreement. County review and approval do not make the County responsible for administering HOA governing documents, enforcing private covenants, or resolving disputes among owners or between owners and an HOA. This does not limit the County's right to enforce obligations required by the Development Agreement, as amended.

3.5. Developer Obligations. Nothing in this Section shall relieve the Successor Developers of their obligation to provide the common improvements and amenities required by this Third Amendment until such improvements and amenities are completed, conveyed, and assigned to the Master HOA or a New HOA, as applicable, in accordance with this Third Amendment and the applicable recorded plat, easement, declaration, or maintenance agreement. After such conveyance and assignment, the applicable HOA shall be responsible for ongoing maintenance, repair, replacement, operation, preservation, and enforcement of the assigned improvements and amenities, and the applicable Successor Developer shall be released from those ongoing obligations except for obligations, defaults, or violations first arising before the effective date of the conveyance and assignment, provided that no such release shall be effective unless the County has received and approved the recorded instruments required by this Section. This Section 3 prevails over any inconsistent provisions of this Third Amendment only concerning HOA ownership, assignment, and ongoing maintenance responsibilities, without altering applicable construction, timing, public-access, unit-allocation, or Open Space requirements.

4. Minimum Open Space. The following minimum Open Space requirements apply. Required Open Space shall be calculated as a percentage of the gross acreage of the applicable property described in Exhibit B, including all platted and unplatted portions. Roadways are not counted towards the Open Space requirement. The required Open Space percentages are minimum requirements that shall be permanently maintained. Each property owner shall independently satisfy the applicable minimum Open Space requirement based upon the gross acreage of the property owned by that owner. No property owner may rely upon another property owner's land to satisfy its required Open Space obligation unless the County approves an Open Space allocation agreement between property owners that provides the Open Space requirements, which approval shall not be unreasonably withheld, conditioned, or delayed if the agreement preserves the applicable minimum Open Space percentages, identifies the affected acreage, allocates maintenance responsibility, and is recorded against the affected property. Said agreement shall be recorded against the property and run with the land. Credited acreage must qualify as Open Space under the Overlay Ordinance and this Third Amendment. Only Agricultural Open Space may remain in private ownership. All other required Open Space shall be designated as Common Open Space and conveyed to the applicable HOA. Any Open Space phasing plan or other assurance under Sections 4.1–4.3 shall identify and restrict sufficient land to preserve the applicable

minimum Open Space, shall be signed by each owner whose land is relied upon, and shall be recorded against that land before or concurrently with recordation of the first plat relying on it.

4.1. Revised Phase 6 Property. Each owner's portion of the Revised Phase 6 Property shall consist of not less than forty percent (40%) Open Space. Up to nine (9) acres of the required Open Space in the aggregate across the entire Revised Phase 6 Property may remain Agricultural Open Space consistent with Section 2.6.4 of the Original Development Agreement and may remain in private ownership, provided such acreage is deed restricted substantially in accordance with the Form of Restrictive Covenant attached as Exhibit G and remains subject to the trail access requirements of this Third Amendment. The balance of the required Open Space shall be designated as Common Open Space and conveyed to the Master HOA or, if applicable pursuant to the Alternative HOA subsection of Section 3, the New HOA. No single plat of a phase within the Revised Phase 6 Property shall be required to independently meet the 40% threshold so long as all the plats within the applicable owner's portion of the Revised Phase 6 Property combined meet the threshold, provided, however, that each plat shall either designate Open Space in an amount at least proportionate to the gross acreage included in that plat or include a County-approved, recorded Open Space phasing plan or other assurance demonstrating that the cumulative 40% requirement will be satisfied before recordation of the final plat for the applicable owner's Revised Phase 6 Property.

4.2. Phase 9-MGI Property. The Phase 9-MGI Property shall consist of not less than forty-seven percent (47%) Open Space. At least fifty (50) acres of the required Open Space shall be designated as Agricultural Open Space consistent with Section 2.6.4 of the Original Development Agreement and may remain in private ownership, provided such acreage is deed restricted substantially in accordance with the Form of Restrictive Covenant attached as Exhibit G and remains subject to the trail access requirements of this Third Amendment. The balance of the required Open Space shall be designated as Common Open Space and conveyed to the Master HOA or, if applicable pursuant to the Alternative HOA subsection of Section 3, the New HOA. No single plat of a phase within the Phase 9-MGI Property shall be required to independently meet the 47% threshold so long as all the plats within the Phase 9-MGI Property combined meet the threshold; provided, however, that each plat shall either designate Open Space in an amount at least proportionate to the gross acreage included in that plat or include a County-approved, recorded Open Space phasing plan or other assurance demonstrating that the cumulative 47% requirement will be satisfied before recordation of the final plat for the Phase 9-MGI Property. The Phase 9-MGI open space parcel may include an agricultural building suitable for maintaining the parcel.

4.3. Phase 9-MCC Property. The Phase 9-MCC Property shall consist of not less than eighty-seven percent (87%) Open Space. The required Open Space may remain Agricultural Open Space, including free-range sheep grazing conducted without perimeter fencing and without fencing along any trail, trail easement, or trail corridor, consistent with Section 2.6.4 of the Original Development Agreement, provided such agricultural use remains subject to the trail access requirements of this Third Amendment, and shall be deed restricted substantially in accordance with the Form of Restrictive Covenant attached as Exhibit G. No single plat of a phase within the Phase 9-MCC Property shall be required to independently meet the 87% threshold so long as all phase plats combined within the Phase 9-MCC Property collectively meet the 87% threshold; provided, however, that each plat shall either designate Open Space

in an amount at least proportionate to the gross acreage included in that plat or include a County-approved, recorded Open Space phasing plan or other assurance demonstrating that the cumulative 87% requirement will be satisfied before recordation of the final plat for the Phase 9-MCC Property.

5. Trail Construction and Maintenance Standards. All trails required by this Agreement shall comply with section 12 of the Original Overlay Report and section 12.3 of the Supplement and Amendment to the Cottonwoods Overlay Report including surfaces, width, accessibility and maintenance, trail amenities, and signage requirements, except as expressly modified by this Third Amendment:

5.1. Trails; Public Access. Notwithstanding any provision of this Agreement or the Original Development Agreement to the contrary, any trail, trail easement, or trail corridor approved by the County and located within Agricultural Open Space and Common Open Space shall remain open and accessible to the public and residents throughout the year, except for reasonable temporary closures for active maintenance, repairs, weather-related safety concerns, emergency conditions, agricultural operations requiring temporary closure for public safety, or other temporary conditions that make public access unsafe or impracticable. Temporary closures will be determined by the applicable HOA or the owner of the affected Agricultural Open Space, as applicable, will apply to HOA members and the general public, and will not constitute a default so long as the closure is reasonable in duration and scope under the circumstances and, except in emergencies, reasonable notice of the closure is posted at the affected trail access points. The County may require those temporary closure limitations to be included as a note on any applicable final plat. The ten-foot wide trail corridor located on or within any privately owned Agricultural Open Space shall be conveyed by deed to the applicable HOA concurrently with recordation of the Plat on which the trail is shown, in accordance with Section 5.4. Agricultural use, including free range grazing, livestock management, and any lease or other agreement affecting Agricultural Open Space, shall be conducted in a manner that preserves public access to and use of the trail system and shall not interfere with, obstruct, restrict, or unreasonably impair access to or use of such trails, except for temporary closures permitted by this Agreement. The applicable Successor Developer and the owner of the Agricultural Open Space intend to conduct sheep grazing on a free-range basis, and no fencing shall be required or installed along any trail, trail easement, or trail corridor within the Agricultural Open Space. The owner of the Agricultural Open Space may, at its sole expense and election, install, maintain, repair, and replace gates, cattle guards, crossings, signage, or other improvements (and, if the owner so elects, fencing outside the trail corridor) reasonably necessary to accommodate both agricultural operations and safe public trail access. All trails located within Agricultural Open Space shall be shown on the applicable Final Plat or otherwise established by recorded easement approved by the County. Temporary closures shall comply with the notice, duration, and recordkeeping requirements of Section 2 of Exhibit G. The applicable HOA and Agricultural Open Space owner shall administer permitted closures under their recorded agreement without County notice or approval. The County has no responsibility for resolving private disputes between them, but retains the right, without obligation, to enforce the public-access requirements of the Development Agreement, as amended.

5.2. Public Streets. All public streets will be improved with either: (i) standard sidewalks

conforming to applicable County standards; or (ii) a meandering paved path a minimum of 6' wide on one side of the street constructed of concrete or asphalt, with a landscaped buffer between the road and the path; in either case, such sidewalk or path improvements shall be constructed as part of the applicable public street improvements required for the applicable Plat. The portion of sidewalk or parkway reasonably necessary to connect otherwise disconnected trail segments will count toward the trail requirement, and additional sidewalk or parkway length may count toward the trail requirement to the extent approved by the County during the applicable development approval process based on its connectivity, public access, and functional integration with the trail system.

5.3. Trail Completion. The trail improvements associated with each Plat shall be constructed concurrently with the development of that Plat and shall be substantially completed prior to the issuance of building permits for more than fifty percent (50%) of the lots shown on that Plat, unless otherwise approved by the County Commission through an amendment to this Agreement or by the County's authorized land use administrator for delays caused by weather, utility coordination, force majeure, supply delays, seasonal construction limitations, or other conditions outside the applicable Successor Developer's reasonable control. Any administrative extension approved by the County's authorized land use administrator shall be in writing, shall be based on reasonable supporting documentation submitted by the applicable Successor Developer, shall state the specific extended deadline, and shall not waive the requirement that the trail improvements be completed as soon as reasonably practicable. The applicable Successor Developer may complete trail improvements earlier at its election. The definition of "Substantially Completed" in Section 7.10 applies to trail improvements under this Section.

5.4. Trail Easements and Public Access. In connection with any Plat for any portion of the Revised Phase 6 Property and/or the Revised Phase 9 Property, the applicable Successor Developer shall record such plat notes, trail easements, rights-of-way, restrictive covenants, or other instruments as required by the County to ensure perpetual public access and to provide for the construction, installation, operation, maintenance, repair, replacement, inspection, and enforcement of the public trail system. Following conveyance to or acceptance by the applicable HOA, trail maintenance shall be the responsibility of the applicable HOA. Concurrently with the recordation of each Plat for any portion of the Revised Phase 6 Property and/or the Revised Phase 9 Property, the applicable Successor Developer shall convey by recorded deed to the applicable HOA fee title to each and every trail shown or identified on such Plat (together with the underlying trail corridor, trail easement, or right-of-way) required under this Agreement, and the applicable HOA shall accept such conveyance, subject to the public access, maintenance, and other requirements of this Agreement and the applicable Final Plat. No such Plat shall be recorded unless the corresponding trail conveyance instrument(s) are recorded concurrently therewith. For trails required by this Third Amendment, the ownership and maintenance provisions of this Third Amendment supersede contrary provisions of Sections 2.6.2 and 6.4 of the Original Development Agreement. The County assumes no ownership or maintenance responsibility for those trails.

5.5. Trail Alignment. The trail alignments shown on the Amenities/Trails Map attached hereto as Exhibit C are conceptual. The final alignment of the trails may vary according to and will be as shown in each applicable final plat or recorded trail easement approved through the

applicable development approval process, and no amendment to this Agreement shall be required for any alignment change that maintains substantially equivalent public access, connectivity, and trail function.

5.6. Option for Early Dedication of Lower Loop Trail. The applicable Successor Developer for the Revised Phase 9 Property shall dedicate a recorded easement for the Lower Loop Trail (being the nature trail identified in Section 12 of the Overlay Report) upon the satisfaction of each of the following conditions: (i) execution of a connection or development agreement with Cottonwood Mutual Water Company or a municipal water entity providing culinary water service to Revised Phase 9; (ii) execution of a development or access agreement with Mountain Green Secondary Water Company with respect to secondary water rights owned by or available to the applicable Successor Developer; and (iii) recordation of a legal access easement for the north Revised Phase 9 road access consistent with either the original or current Development Agreement concept and the 2015 Settlement Agreement between the original developer and the Wilkinson Family (as successors to that agreement). The Lower Loop Trail easement shall be relocatable at the applicable Successor Developer's discretion and expense, with County approval under Section 5.5, to accommodate Revised Phase 9 roads and utilities. If the conditions of this paragraph are not met for early dedication, dedication and construction of the Lower Loop Trail will be governed by the general terms relating to all trails as specified in this Third Amendment. Before early dedication of the easement, the underlying owner of the Agricultural Open Space shall be responsible for installation of the trail. Maintenance of this trail in accordance with this Agreement shall be assumed by the applicable homeowners' association pursuant to a recorded maintenance agreement. Until that assumption is effective, the underlying owner shall remain responsible for trail maintenance.

5.7. Trail Easements. All trail easements shall have a minimum width of ten (10) feet unless a lesser width is approved by the County due to topography, environmental constraints, or other site conditions.

5.8. Permitted Public Trail Uses. Trail access shall be available to all members of the public and shall be limited to hiking, walking, running, and non-motorized bicycling. Motorized vehicles shall be prohibited except for emergency vehicles, maintenance vehicles, vehicles crossing in limited and discrete spots where the public trail intersects with one or more private trails, or vehicles authorized by the applicable HOA or the County for maintenance, emergency response, or enforcement purposes.

6. Residential Density – Revised Phase 6 and Revised Phase 9. The maximum residential density authorized under this Agreement shall be two hundred twenty-two (222) dwelling units within the Revised Phase 6 Property and the Revised Phase 9 Property, collectively, consisting of: (i) not more than one hundred four (104) dwelling units within the Revised Phase 6 Property; and (ii) not more than one hundred eighteen (118) dwelling units within the Revised Phase 9 Property, including: (a) not more than eighty-seven (87) dwelling units within the Phase 9-MGI Property; and (b) not more than thirty-one (31) dwelling units within the Phase 9-MCC Property. The maximum allocations are 50 dwelling units for the Turkey Flats, LLC property, 54 for the Max and Shauna Wilkinson Family Trust property, 87 for the Mountain Green Investment, LLC property, and 31 for the Morgan County Cottonwood, L.L.C. property. The applicable Successor Developer may develop fewer than the maximum number of dwelling units authorized by this

Agreement but shall not exceed the maximum densities established herein. Nothing in this Section shall be construed as approving any Final Plat, building permit, or other development approval. All development shall remain subject to compliance with this Agreement, applicable County ordinances, engineering and infrastructure requirements, and all other applicable laws and regulations. The County shall not deny an otherwise compliant development application solely because it proposes fewer than the maximum number of dwelling units authorized by this Section. The 222 dwelling units are included within, and do not increase, the project-wide maximum of 868 dwelling units, including the 70 dwelling units previously developed in Phase I. The Cottonwood PUD ordinance's corresponding limits of 760 and 798 dwelling units reflect these totals after subtracting the 70 previously platted Phase I units.

7. Park Construction and Maintenance Standards. All parks and parkways required by this Agreement shall comply with the following minimum standards, except to the extent an equivalent or better alternative is approved by the County during the applicable development approval process based on site conditions, engineering constraints, water availability, accessibility, long-term maintenance, or comparable recreational value:

7.1. *Park Size.* Each required neighborhood park shall contain not less than one and one-half (1.5) acres. Any "1-acre park" label in Exhibit C shall be read as "minimum 1.5-acre park".

7.2. *Recreational Facilities.* Each required park shall contain the recreational facilities required for the applicable phase by this Agreement. All courts and play structures shall be constructed to generally accepted recreational standards using durable, permanent, commercial-grade materials.

7.3. *Turf and Landscaping.* Each required park shall include not less than twelve thousand (12,000) square feet of irrigated turf open play area together with water-wise landscaping, irrigation, and shade trees designed for long-term public use, unless an equivalent or better water-wise open-play design is approved by the County during the applicable development approval process.

7.4. *Pedestrian Connectivity.* Each required park shall be connected to the public trail system and adjacent sidewalks by paved pedestrian walkways designed to provide safe and convenient access.

7.5. *Site Furnishings.* Each required park shall include permanent commercial-grade benches, picnic tables, trash receptacles, and bicycle racks.

7.6. *Shade Structures.* Each required park shall include at least one (1) permanent pavilion, gazebo, or similar shade structure designed to provide weather protection for park users.

7.7. *Accessibility.* All required park improvements shall comply with applicable accessibility requirements and shall be designed for safe public use.

7.8. *Parkways.* Required parkways shall include a minimum six (6) foot wide concrete or paved pedestrian walkway together with water-wise landscaping, irrigation, and shade trees, substantially consistent with the approved development plans.

7.9. Maintenance. Following completion and conveyance, all required parks, parkways, landscaping, irrigation systems, recreational facilities, furnishings, shade structures, and related improvements shall be maintained by the applicable homeowner's association in a safe, attractive, and usable condition. Until conveyance, such improvements shall be maintained by the applicable Successor Developer.

7.10. Substantial Completion. "Substantially Completed" means the applicable improvement is open and usable for its intended purpose; all major construction and installation are complete, excluding only minor punch-list items that do not materially affect public use or safety; all improvements required by this Agreement have been installed; and the improvement has passed all applicable County inspections. Notwithstanding any substantial completion deadline in this Agreement, the applicable Successor Developer may request an administrative extension of any substantial completion deadline if the delay is caused by one or more of the following (each a "Qualifying Delay"): weather conditions, utility coordination or relocation delays, force majeure events, supply-chain or material shortages, labor shortages, seasonal construction limitations, governmental review or inspection delays not caused by the Successor Developer, or any other condition outside the Successor Developer's reasonable control. To request the extension, the Successor Developer shall provide written notice to the County's authorized land use administrator describing the Qualifying Delay, providing reasonable supporting documentation, and identifying the anticipated additional time needed. Any extension shall be effective only if approved in writing by the County's authorized land use administrator, shall state the specific extended deadline, and shall be limited to the period reasonably necessary to address the Qualifying Delay and complete the remaining work. No amendment to this Agreement or County Commission approval shall be required for any such administrative extension approved in accordance with this Section. Any dispute regarding whether a Qualifying Delay exists or the length of the extension shall be resolved by the County Commission, whose decision shall be final unless otherwise provided by applicable law. The first final plat approval for Revised Phase 6, Phase 9-MGI, or Phase 9-MCC shall identify the Successor Developer responsible under this Agreement for each required trail, park, and parkway serving that property, including improvements outside that plat, and establish dates certain for their Substantial Completion, subject to earlier deadlines and permitted extensions under this Agreement.

8. Phase 6 Amenities.

8.1. The applicable Successor Developer of the Revised Phase 6 Property shall construct the following Phase 6 Required Amenities in accordance with the Park Construction and Maintenance Standards contained in Section 7:

8.1.1. Park. A neighborhood park meeting the standards of Section 7 and containing one (1) pickleball court or one (1) tennis court, play equipment, with pedestrian walkways connecting the park to the Phase 6 Parkway and the public trail system.

8.1.2. Landscaped Corridor. The Phase 6 Parkway consisting of a landscaped corridor thirty (30) feet in width along the entire frontage of Silverleaf Drive, constructed in accordance with Section 7.8.

8.2. *Timing.* The Phase 6 Required Amenities and the Phase 6 Parkway shall be constructed concurrently with development of the applicable Plat and shall be Substantially Completed prior to the issuance of building permits for more than thirty-five percent (35%) of the lots within the Plat containing the Phase 6 Required Amenities, unless otherwise approved by the County Commission through an amendment to this Agreement. The applicable Successor Developer may complete the amenities earlier at its election.

8.3. *Locations/Quality.* The locations depicted on Exhibit C and the conceptual images shown on Exhibit E are intended to illustrate the general character and location of the required amenities. Final design, layout, and construction details shall be subject to County approval during the applicable development approval process, provided the required amenities and level of quality required by this Agreement are maintained.

8.4. *Additional (Optional) Amenities.* Additional recreational amenities, including but not limited to a clubhouse, swimming pool, additional sport courts, playgrounds, or similar recreational facilities, may be constructed by the applicable Successor Developer at its election. Access to and use of the Phase 6 Required Amenities, including the public trail system, shall be available to the public in accordance with this Agreement and any applicable recorded easements, plat notes, declarations, or maintenance agreements. Access to optional amenities that are not required by this Agreement may be limited to residents of the property or phase served by such amenities and their invited guests, or may be provided to others, potentially subject to payment of fees or contributions, as determined by the applicable Successor Developer and/or applicable HOA, provided that no such limitation, fee, or contribution shall restrict public access to any required trail, park, parkway, Open Space area, or other required public amenity unless expressly approved by the County through an amendment to this Agreement.

9. Phase 9 Required Amenities.

9.1. *Phase 9-MGI Required Amenities.* The applicable Successor Developer of the Phase 9-MGI Property shall construct the following amenities in accordance with the Park Construction and Maintenance Standards contained in Section 7:

9.1.1. Park. A neighborhood park meeting the standards of Section 7 and containing one (1) pickleball court, and play equipment with pedestrian walkways connecting the park to the public trail system.

9.1.2. Parkway. The Phase 9 Parkway along the primary entrance road serving Revised Phase 9, constructed in accordance with Section 7.8.

9.2. *Timing.* The Phase 9-MGI Required Amenities and the Phase 9 Parkway shall be constructed concurrently with development of the applicable Plat containing the applicable required amenities and shall be Substantially Completed prior to the issuance of building permits for more than thirty-five percent (35%) of the lots within that Plat, unless otherwise approved by the County Commission through an amendment to this Agreement. The applicable Successor Developer may complete the amenities earlier at its election.

9.3. *Location/Quality.* The locations depicted on Exhibit C and the conceptual images shown

on Exhibit E are intended to illustrate the general character and location of the required amenities. Final design, layout, and construction details shall be subject to County approval during the applicable development approval process, provided the required amenities and level of quality required by this Agreement are maintained.

9.4. *Additional (Optional) Amenities.* Additional recreational amenities, including but not limited to a clubhouse, swimming pool, additional sport courts, playgrounds, or similar recreational facilities, may be constructed by the applicable Successor Developer at its election. Access to and use of the Phase 9-MGI Required Amenities, including the public trail system, shall be available to the public in accordance with this Agreement and any applicable recorded easements, plat notes, declarations, or maintenance agreements. Access to optional amenities that are not required by this Agreement may be limited to residents of the property or phase served by such amenities and their invited guests, or may be provided to others, potentially subject to payment of fees or contributions, as determined by the applicable Successor Developer and/or applicable HOA, provided that no such limitation, fee, or contribution shall restrict public access to any required trail, park, parkway, Open Space area, or other required public amenity unless expressly approved by the County through an amendment to this Agreement.

9.5. *Phase 9-MCC Property.* The Phase 9-MCC Property shall not be required to provide additional park amenities beyond the public trail system and Agricultural Open Space otherwise required by this Agreement.

10. Concept Plan. The Concept Plan attached hereto as Exhibit F illustrates the general development concept, anticipated phasing, and overall layout of the Revised Phase 6 Property and the Revised Phase 9 Property. The Concept Plan and all exhibits attached to this Agreement are intended to illustrate the general location, character, and relationship of the proposed improvements and are not final engineering or construction plans. The final location, design, dimensions, and construction details of improvements shall be established through the applicable development approval process and shall comply with this Agreement, the approved Development Agreement, the amended Cottonwoods PRUD Overlay Ordinance and the Supplement and Amendment to the Cottonwoods Overlay Report, applicable County ordinances, and all other applicable laws. Nothing in this Section shall be construed to permit a reduction in the number, size, quality, location, connectivity, accessibility, or function of any required improvement, amenity, trail, park, parkway, Open Space area, public access, easement, maintenance obligation, or other requirement established by this Agreement unless expressly approved by the County through an amendment to this Agreement.

11. View Corridors. The applicable Successor Developer shall preserve east-west view corridors within the Revised Phase 6 Property generally consistent with the Concept Plan attached hereto as Exhibit F. The final location, width, and configuration of the view corridors shall be established through the applicable development approval process and shown on the applicable final plat. Adjustments to the precise location, width, or configuration of the view corridors may be approved through the applicable development approval process without an amendment to this Agreement if the adjustments preserve substantially equivalent east-west view corridor function and do not reduce the overall Open Space obligations applicable to the Revised Phase 6 Property. The County Commission shall determine whether any proposed modification to the view corridors or the

Concept Plan that does not satisfy the foregoing standard complies with the intent and requirements of this Agreement or requires an amendment to this Agreement.

12. Affordable Housing. Section 2.20 of the Original Development Agreement (Public and Private Partnership for Affordable Housing) shall not apply to the Revised Phase 6 Property or the Revised Phase 9 Property.

13. Entire Agreement. This Third Amendment constitutes the entire agreement of the County and the Successor Developers with respect to the subject matter addressed herein and supersedes all prior oral and written negotiations, representations, and understandings relating thereto. The recitals and all exhibits attached hereto are incorporated herein by this reference and made a part of this Third Amendment. Except as expressly modified by this Third Amendment, the Original Development Agreement, the First Amendment, and the Second Amendment shall remain in full force and effect. In the event of any conflict between this Third Amendment and the Original Development Agreement, the First Amendment, or the Second Amendment, the provisions of this Third Amendment shall control.

14. Counterparts. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically or by facsimile shall be deemed original signatures for all purposes.

15. Successors and Assigns. This Third Amendment shall run with the land and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Upon the conveyance of all or any portion of the Revised Phase 6 Property or the Revised Phase 9 Property, the transferring Successor Developer shall remain responsible for all obligations, defaults, or violations arising prior to the effective date of the transfer with respect to the transferred property, and the transferee shall thereafter be responsible for all obligations arising from and after the effective date of the transfer with respect to the transferred property, unless otherwise expressly provided in a written agreement approved by the County Commission and recorded against the affected property.

16. Authority. Each individual executing this Third Amendment represents and warrants that he or she has been duly authorized to execute and deliver this Third Amendment on behalf of the person or entity for whom such individual is signing and that this Third Amendment constitutes the valid and binding obligation of such person or entity.

17. Governing Law. This Third Amendment shall be governed by and construed in accordance with the laws of the State of Utah.

18. Term. The Development Agreement shall, with respect to the Revised Phase 6 Property and the Revised Phase 9 Property, remain in effect until the later to occur of: (i) September 1, 2046; or (ii) the termination date otherwise provided in the Original Development Agreement, as amended. Prior to expiration of the term, the applicable Successor Developer may submit a written request to the County Commission for an extension. Any extension shall be limited to the time reasonably necessary to address a documented delay beyond the Successor Developer's reasonable control despite diligent pursuit of development. Market conditions, financing difficulties, or other

economic considerations alone shall not justify an extension. Expiration of this term does not terminate obligations that survive under the Development Agreement or applicable recorded instruments.

19. Amendments. No amendment, modification, waiver, extension, or termination of this Third Amendment shall be effective unless approved by the County Commission and executed in writing by the County and the Successor Developer or successor owner whose property, rights, or obligations are directly affected by such amendment, modification, waiver, extension, or termination, together with any other parties whose execution is required by law. An amendment, modification, waiver, extension, or termination affecting only a particular property, plat, phase, improvement, timing obligation, trail alignment, amenity location, or maintenance obligation shall not require the consent or signature of any Successor Developer or successor owner whose property, rights, or obligations are not directly affected thereby, even if the amendment, modification, waiver, extension, or termination relates to a provision that is generally applicable to the Revised Phase 6 Property or the Revised Phase 9 Property. No Successor Developer or successor owner shall be required to execute an amendment, modification, waiver, extension, or termination that does not directly affect such party's property, rights, or obligations.

[End of Terms – Signature Pages Follow]

AGREED TO BY AND AMONG:

SUCCESSOR DEVELOPERS

TURKEY FLATS, LLC, a Utah limited liability company

By: _____
Name: Eric Plyer

Title: Manager

MOUNTAIN GREEN INVESTMENT, LLC, a Utah limited liability company

By: _____
Name: Ted Taylor

Title: Manager

MAX WILKINSON, trustee of the MAX AND SHAUNA WILKINSON FAMILY TRUST

By: _____
Name: Max Wilkinson

Title: Trustee

MORGAN COUNTY COTTONWOOD, L.L.C., a Utah limited liability company

By: _____
Name: Heidi Nettleton

Title: Manager

COUNTY:

MORGAN COUNTY

By _____
Name:
Title:

Attest:

County Clerk

Exhibit A

(This description is for all the land that was originally in the Cottonwoods PUD Overlay District as established in 2006):

A parcel of land located in Sections 19, 20, 29 and 30 in Township 5 North, Range 2 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the Center of Section 30, Township 5 North, Range 2 East, Salt Lake Base and Meridian, (Basis of bearing being South 88°42'14" East 1341.72 feet between the Center of Section and the South 1/4 corner of the Northeast corner of said Section 30) and running thence South 88°42'14" East 1336.65 feet; thence North 00°42'36" West 335.14 feet; thence North 76°23'47" East 32.94 feet; thence North 03°35'20" East 116.35 feet; thence North 00°57'41" West 470.92 feet; thence North 03°06'28" West 450.19 feet; thence North 03°10'42" West 248.07 feet; thence North 04°55'12" West 217.84 feet; thence South 85°04'48" West 42.16 feet; thence North 40°53'26" West 290.14 feet; thence North 32°23'57" West 139.58 feet; thence North 08°06'21" West 485.48 feet; thence South 89°29'51" West 20.18 feet; thence North 08°06'21" West 245.91 feet to a point of curvature of a 230.00 foot radius curve to the left, the center of which bears South 81°53'39" West; thence Northerly and Westerly along the arc of said curve 491.23 feet through a central angle of 122°22'16"; thence South 49°31'23" West 38.55 feet to a point of curvature of a 347.42 foot radius curve to the left, the center of which bears South 40°28'38" East; thence Southwesterly along the arc of said curve 118.83 feet through a central angle of 19°35'49"; thence South 29°55'33" West 313.18 feet; thence North 88°55'15" West 257.09 feet; thence North 46°46'42" East 3089.72 feet; thence North 52°17'58" East 511.81 feet; thence South 11°48'57" East 66.72 feet; thence North 55°15'08" East 577.92 feet; thence North 62°47'20" East 697.15 feet; thence North 59°15'48" East 905.16 feet; thence North 47°08'47" East 1225.38 feet; thence North 48°58'41" East 173.02 feet; thence North 41°01'19" West 367.66 feet; thence North 52°00'49" East 955.49 feet; thence South 89°40'57" East 1961.90 feet; thence South 38°44'36" West 3015.81 feet; thence South 08°00'08" West 2521.21 feet; thence South 70°45'46" East 639.64 feet; thence South 30°41'13" West 1174.86 feet; thence South 39°58'09" West 970.07 feet; thence South 55°28'09" West 1050.90 feet; thence South 65°28'09" West 323.36 feet; thence South 73°18'09" West 389.10 feet; thence South 44°04'10" West 432.30 feet; thence South 89°48'23" West 660.00 feet; thence South 00°25'51" East 2606.16 feet; thence South 00°42'11" West 3391.42 feet; thence South 80°42'47" West 1557.72 feet to a point on a non tangent 2353.60 foot radius curve to the left, the center of which bears South 78°24'09" West; thence Northwesterly along the arc of said curve 1900.32 feet through a central angle of 46°15'40" to a point of non tangent compound curvature of a 752.56 foot radius curve to the right, the center of which bears North 33°21'13" East; thence Northwesterly along the arc of said curve 594.31 feet through a central angle of 45°14'52"; thence North 01°51'26" West 738.77 feet; thence North 09°47'07" West 170.00 feet; thence North 79°47'56" East 25.81 feet; thence North 01°53'19" West 403.69 feet; thence South 79°57'31" West 219.14 feet; thence North 07°29'19" West 973.52 feet; thence North 02°32'09" East 713.67 feet; thence North 42°00'44" East 599.14 feet; thence North 27°19'53" West 128.18 feet; thence North 62°40'07" East 67.13 feet to a point of curvature of a 300 foot radius curve to the left (cord bears North 40°46'06" East 223.80 feet) 229.34 feet along said arc; thence North 00°00'00" West 581.05 feet to a point on the center of section line and on the South line of the Silver Stone Subdivision as recorded in the Morgan County Records Office; thence along said center of section line South 88°42'14" East 731.88 feet to the point of beginning.

Containing 1036.08 Acres more or less.

Exhibit B

The "Revised Phase 6 Property" is legally described as:

Parcel #00-0086-3046

Serial #03-005-108-14-2-1

Owner: Turkey Flats LLC

Legal Description: 42'14" W FRM THE SW COR OF SD SEC 20); TH 2,542.10 FT N 00°12'38" W ALG THE SEC LN; & 2,027.94 FT N 89°47'22" E TO THE E R. OF W LN OF SILVER LEAF DRIVE THE T.POB; TH (8) COUR ALG SD E R. OF W LN AS FOLS: (1) N 00°04'56" E 231.70 FT TO A PT OF NON-TNGT CURV OF WH THE RAD PT LIES N 89°55'02" W; (2) N'LY ALG THE ARC OF A 533.00 FT RAD CUR TO THE L A DIST OF 163.06 FT (CTRL ANG = 17°31'42", & L.C. BEARS N 08°40'53" W 162.42 FT) TO A PT OF NON-TNGT CURV OF WH THE RAD PT LIES N 72°32'57" E; (3) NE'LY ALG THE ARC OF A 15.00 FT RAD CUR TO THE RGT A DIST OF 22.40 FT (CTRL ANG = 85°33'42", & L.C. BEARS N 25°19'48" E 20.38 FT); (4) N 21°53'38" W 55.00 FT TO A PT OF NON-TNGT CURV OF WH THE RAD PT LIES N 21°53'56" W; (5) W'LY ALG THE ARC OF A 15.00 FT RAD CUR TO THE RGT A DIST OF 22.40 FT (CTRL ANG = 85°33'42", & L.C. BEARS N 69°07'05" W 20.38 FT) TO A PT OF NON-TNGT CURV OF WH THE RAD PT LIES S 63°39'29" W; (6) NW'LY ALG THE ARC OF A 533.00 FT RAD CUR TO THE L A DIST OF 191.59 FT (CTRL ANG = 20°35'43", & L.C. BEARS N 36°38'23" W 190.56 FT); (7) N 46°56'14" W 172.48 FT TO A PT OF CURV; & (8) NW'LY ALG THE ARC OF A 333.00 FT RAD CUR TO THE L A DIST OF 89.01 FT (CTRL ANG = 15°18'54", & L.C. BEARS N 54°35'41" W 88.75 FT) TO THE S LN OF NORTHSIDE CREEK P.U.D.; TH (4) COUR ALG SD S LN AS FOLS: (1) N 59°15'41" E 260.77 FT; (2) N 47°08'47" E 1,225.38 FT; (3) N 48°58'41" E 955.10 FT; & (4) N 47°35'40" E 520.37 FT TO THE SEC LN; TH S 89°41'41" E 1101.76 FT; TH S 58°40'56" W 590.40 FT M. OR L TO THE NW'LY TOE OF A HILLSIDE; TH (12) COUR ALG SD TOE OF HILLSIDE AS FOLS: (1) S 66°33'58" W 106.83 FT; (2) S 47°25'31" W 551.04 FT; (3) S 46°22'15" W 727.21 FT; (4) S 24°14'33" W 69.49 FT; (5) S 34°18'01" W 136.23 FT; (6) S 40°39'25" W 227.03 FT; (7) S 32°38'31" W 121.74 FT; (8) S 48°04'14" W 69.61 FT; (9) S 50°05'47" W 194.88 FT; (10) S 45°04'00" W 282.73 FT; (11) S 47°17'54" W 186.50 FT; & (12) S 72°50'04" W 44.50 FT; TH S 44°06'07" W 757.95 FT TO THE POB. CONT 52.761 AC / 52.76 AC, M. OR L.

And

Parcel#00-0086-2622

Serial#03-005-108-14-1

Owner: Max & Shauna Wilkinson Family Trust (Max Wilkinson Trustee)

Legal Description: COM AT THE SW COR OF SEC 20, T5N, R2E, SLB&M, AS MARKED WITH A REBAR WITH A PLASTIC CAP STAMPED L.S. 144078 (CTR OF SEC 30 IS 2694.03 FT S 0°37'47" E, 1337.18 FT N 88°42'00" W, & 1342.03 FT N 88°42'14" W FRM THE SW COR OF SD SEC 20); TH 2,542.10 FT N 00°12'38" W ALG THE SEC LN; & 2,027.94 FT N 89°47'22" E TO THE E R. OF W LN OF SILVER LEAF DRIVE THE T.POB; & RUN TH N 44°06'07" E 757.95 FT M. OR L TO THE NW'LY TOE OF A HILLSIDE; TH TWELVE (12) COUR ALG SD TOE OF HILLSIDE AS FOLS: (1) N 72°50'04" E 44.50 FT; (2) N 47°17'54" E 186.50 FT; (3) N 45°04'00" E 282.73 FT; (4) N 50°05'47" E 194.88 FT; (5) N 48°04'14" E 69.61 FT; (6) N 32°38'31" E 121.74 FT; (7) N 40°39'25" E 227.03 FT; (8) N 34°18'01" E 136.23 FT; (9) N 24°14'33" E 69.49 FT; (10) N 46°22'15" E 727.21 FT; (11) N 47°25'31" E 551.04 FT; & (12) N 66°33'58" E 106.83 FT; TH N 58°40'56" E 590.40 FT TO THE SEC LN; TH S 89°41'41" E 397.95 FT ALG THE SEC LN TO THE NE COR OF SD SEC 20 AS MARKED WITH A REBAR & PLASTIC CAP STAMPED L.S. 147581; TH S 38°43'29" W 3,015.59 FT; TH S 08°00'06" W 526.99 FT; TH N 69°32'55" W 848.66 FT; TH S 30°36'37" W 819.76 FT; TH W 191.00 FT TO THE E R. OF W LN OF SILVER LEAF DRIVE BEING A PT OF NON-TNGT CURV OF WH THE RAD PT LIES N 83°26'58" W; TH SIX (6) COURS ALG SD E R. OF W LN AS FOLS: (1) N'LY ALG THE ARC OF A 433.00 FT RAD CUR TO THE L A DIST OF 48.88 FT (CTRL ANG = 06°28'04", & L.C. BEARS N 03°19'00" E 48.85 FT); (2) N 00°04'59" E 154.45 FT TO A PT OF NON-TNGT CURV OF WH THE RAD PT LIES S 89°54'48" E; (3) NE'LY ALG THE ARC OF A 15.00 FT RAD CUR TO THE RGT A

DIST OF 23.56 FT (CTRL ANG = 89*59'33", & L.C. BEARS N 45*04'59" E 21.21 FT); (4) N 00*04'59" E 55.00 FT TO A PT OF NON-TNGT CURV OF WH THE RAD PT LIES N 00*05'12" E; (5) NW'LY ALG THE ARC OF A 15.00 FT RAD CUR TO THE RGT A DIST OF 23.56 FT (CTRL ANG = 89*59'33", & L.C. BEARS N 44*55'01" W 21.21 FT); & (6) N 00*04'59" E 267.70 FT TO THE POB. CONT 61.9123 AC / 61.91 AC, M. OR L.

The "Revised Phase 9 Property" is legally described as:

Phase 9-MGI Property

Parcel #00-0089-5714

Serial #03-005-120-01-1-1

Owner: Mountain Green Investments LLC

Legal Description: COM AT THE N1/4 COR OF SEC 31, T5N, R2E, SLB&M; TH 550.10 FT N 00*23'01" E ALG THE 1/4 SEC LN & 661.90 FT S 89*57'45" E TO THE POB; TH N 89*57'45" E 169.95 FT; TH N 1,525.00 FT; TH N 89*41'34" E 1,862.06 FT M. OR L TO THE E LN OF SEC 30, T5N R2E, SLB&M; TH S 00*25'48" E 2,167.89 FT ALG THE SEC LN TO THE SE COR OF SD SEC 30; TH S 00*02'27" E 274.86 FT M. OR L ALG THE E SEC LN OF SD SEC 31 TO A FNC LN; TH THIRTEEN (13) COUR ALG SD FNC LN AS FOLS: (1) S 78*43'42" W 1,374.63 FT; (2) S 33*28'08" W 313.93 FT; (3) N 85*54'27" W 418.94 FT; (4) N 49*47'25" W 635.99 FT; (5) N 15*59'56" W 56.78 FT; (6) N 08*36'03" W 64.13 FT; (7) N 15*52'42" E 50.00 FT; (8) N 22*04'46" E 58.88 FT; (9) N 28*40'54" E 148.33 FT; (10) N 34*26'43" E 112.37 FT; (11) N 45*21'08" E 89.56 FT; (12) N 23*38'30" E 103.46 FT; (13) N 17*36'30" E 416.01 FT TO THE POB. CONT 126.1517 / 126.15 AC, M. OR L. (KNOWN AS PHASE 9 NORTH PARCEL)

And

Phase 9-MCC Property

Parcel # and Serial # - To be provided by Morgan County Recorder at time of recording. Currently part of parcels # 00-0065-7539, 00-0092-3775 and #00-0002-7282.

Owner: Morgan County Cottonwood LLC

Legal Description (provided by Great Basin Engineering):

A part of Sections 20 and 29, Township 5 North, Range 2 East, Salt Lake Base and Meridian,

Beginning at the Northeast corner of Section 20 and running thence S 1°34'42" West 869.34 feet; thence South 42°52'45" West 1959.69 feet; thence South 15°02'28" East 2403.33; thence South 13°18'06" West 1328.76 feet; thence South 50°04'31" West 2907.21 feet; thence South 43°40'48" West 2993.47 feet; thence North 0°25'51" West 1980.48 feet along the West section line of the Southwest quarter of section 29; thence North 89°48'37" East 662.07 feet; thence North 44°03'05" East 432.99 feet; thence North 73°16'19" East 389.19 feet; thence North 65°25'53" East 323.32 feet; thence North 55°27'22" East 917.25 feet; thence North 55°27'22" East 133.59 feet; thence North 39°58'02" East 969.95 feet; thence North 30°40'10" East 1174.93 feet; thence North 35°50'32" East 82.35 feet; thence North 0°41'26" West 115.51 feet; thence North 33°42'00" West 75.27 feet; thence North 42°31'16" West 67.97 feet; thence North 59°18'35" West 103.61 feet; thence North 43°18'24" West 430.27 feet; thence South 42°31'16" West 67.97 feet; thence North 62°32'04" West 80.58 feet; thence North 8°00'06" East 2079.33 feet; thence North 38°43'29" East 3015.59 feet to the point of beginning.

Containing 193.57 acres, more or less.

Exhibit C

Concept Plan with Amenities

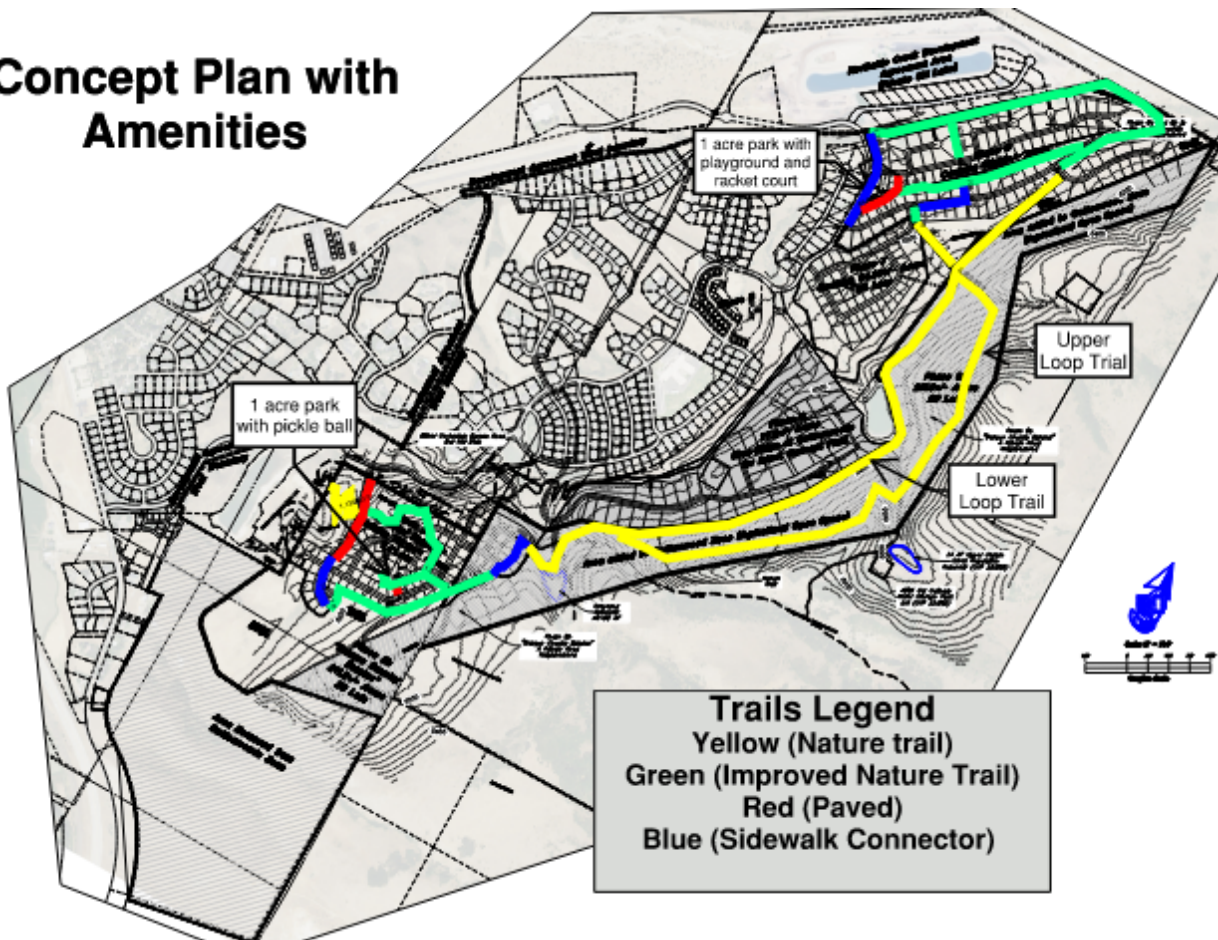


Exhibit D

Not used.

Exhibit E

Durst Mountain View and Phase 9 Entry Parkway Examples







Exhibit E

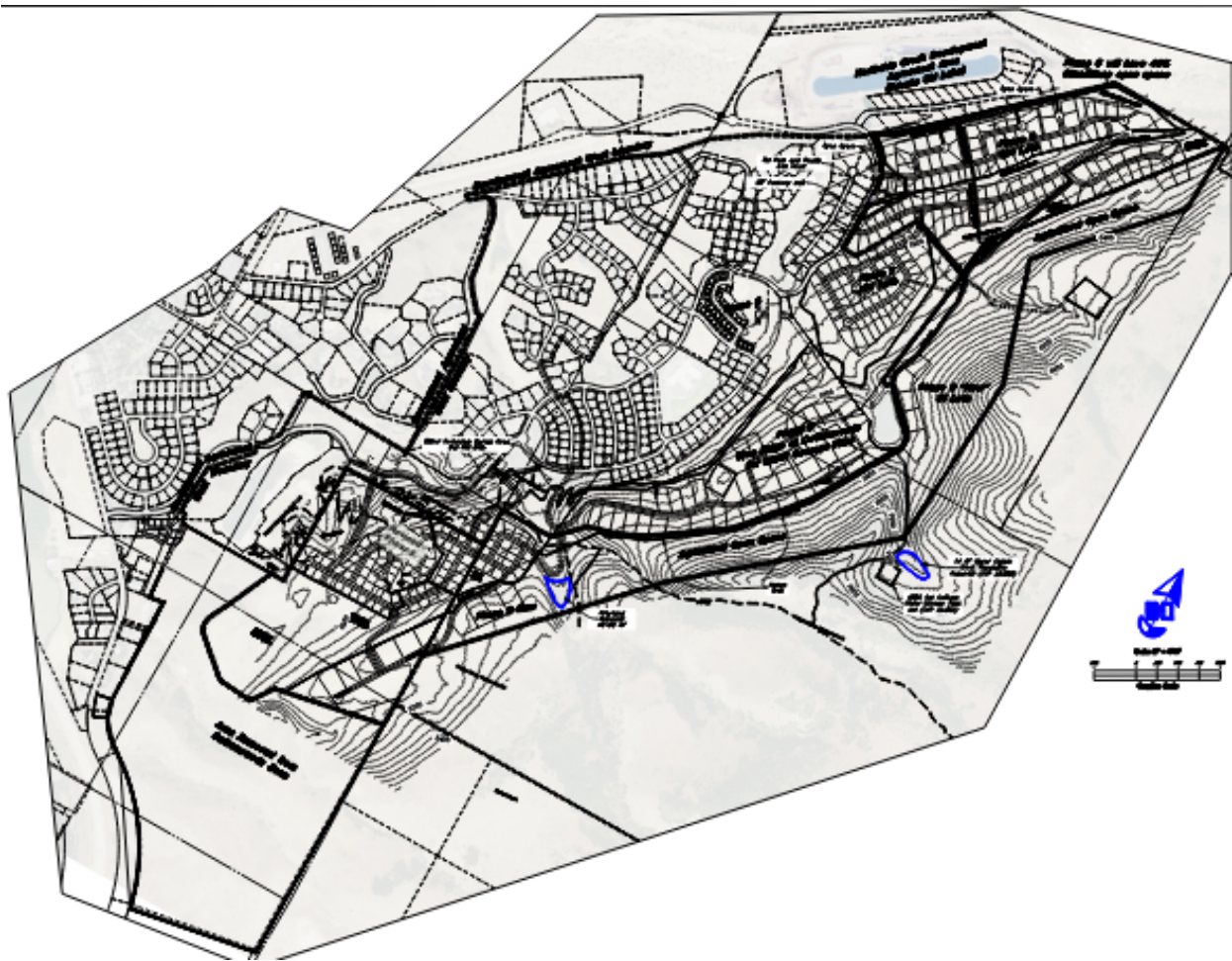


Exhibit G

FORM OF RESTRICTIVE COVENANT

UPON RECORDING RETURN TO:

Parcel No(s)

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (this “**Declaration**”) is dated this ____ day of _____, 20__, by and between _____ (“**Developer**”), Morgan County, a Utah political subdivision (the “**County**”), and _____ Association (the “**HOA**”). Developer, County, and HOA are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.” This Declaration is executed pursuant to that certain Development Agreement for the Cottonwoods at Mountain Green, Morgan County, Utah dated August 9, 2006 (the “Original Development Agreement”), which Original Development Agreement was recorded in the official records of the Morgan County Recorder on August 18, 2006 as Entry No. 104097 in Book 234 at Page 323, as amended, including by the Third Amendment to Development Agreement (the “Third Amendment”) (collectively, the “**Development Agreement**”). The real property subject to this Declaration is more particularly described in Exhibit A attached hereto and incorporated herein (the “Burdened Property”). Capitalized terms not otherwise defined herein have the meanings given in the Development Agreement.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. Developer Covenants.

(a) The term “Open Space” means land that is retained in a natural, agricultural, recreational, or otherwise undeveloped condition as authorized by the Development Agreement and applicable ordinances, subject to the limited improvements and activities expressly permitted by this Declaration and the Development Agreement. The amount, classification, and crediting of required Open Space remain governed by the Development Agreement and the applicable Cottonwoods PUD Overlay Ordinance. Only Agricultural Open Space may remain privately owned; other required Open Space shall be designated as Common Open Space and conveyed to the applicable HOA as required by the Development Agreement.

(b) The Developer hereby agrees that the owner of the Burdened Property will, at its sole cost and expense, retain, preserve, and maintain the Burdened Property as Open Space

in a good, clean, and safe condition consistent with the uses permitted by the Development Agreement and this Declaration and in accordance with all applicable federal, state, and local laws, regulations, and ordinances. Maintenance obligations assigned to and assumed by the HOA in accordance with the Development Agreement and applicable recorded instruments shall be performed by the HOA. Without limiting the foregoing, the owner of the Burdened Property shall:

(i) keep the Burdened Property free from trash, debris, and waste;

(ii) prevent erosion and protect vegetation on the Burdened Property through reasonable and customary land management practices consistent with permitted uses;

(iii) not grade, excavate, or otherwise alter the topography of the Burdened Property in any manner inconsistent with Open Space preservation, except as necessary for drainage facilities, reservoirs or water storage tanks, utilities, access improvements, fencing, signage, or similar improvements permitted by the Development Agreement and approved by the County in writing;

(iv) not engage in, or permit any third party to engage in, any mining, drilling, extraction, or other resource-extraction activities on the Burdened Property.

(c) The Developer will not assign, transfer, lease, license, grant any new easement in, or otherwise convey any interest in the Burdened Property to any third party (other than the HOA), or otherwise permit any third party to use or develop the Burdened Property for any purposes other than as Open Space, without the prior written consent of the County and the HOA, except for transfers to the HOA or to another owner of property subject to the Development Agreement, leases for agricultural uses expressly permitted by the Development Agreement, and easements or dedications required or approved in connection with an approved final plat.

(d) Notwithstanding the foregoing, and subject to the limitations in this Section, the following uses are expressly permitted on the Burdened Property, in each case only to the extent consistent with Open Space preservation:

(i) agricultural uses and improvements permitted for the affected property by the Development Agreement, including, on the Phase 9-MCC Property, free-range sheep grazing (conducted without perimeter fencing and without fencing along any trail, trail easement, or trail corridor); on the Phase 9-MGI Property, the agricultural building permitted by the Development Agreement and shown on an approved plan is also allowed;

(ii) passive recreation such as hiking, trail use, and wildlife observation on existing trails and trails required by the Development Agreement;

(iii) exclusively by the owners of the Burdened Property and any adjacent owners with express separate access rights, active recreation and through-access (limited to access through and travel on trails or roads in addition to the public trails required by the Development Agreement) substantially as has occurred

on the Burdened Property before the date of this Declaration, including for horses and motorized vehicles; these existing trails and roads may intersect and cross over the public trails required by the Development Agreement at locations marked by the owner of the Burdened Property;

(iv) stormwater management and drainage improvements required by applicable law or governmental authority; and

(v) repair, replacement, and routine maintenance of any permitted improvements in their existing locations and to their existing capacity.

(e) Any expansion, relocation, intensification, new alignment, added staging or access, increase in capacity, or new use or improvement not authorized by the Development Agreement or an approved final plat shall require the prior written consent of both the County and the HOA. Uses and improvements already authorized by the Development Agreement or an approved final plat, including routine agricultural operations consistent with those approvals, do not require further County consent under this subsection.

(f) This Section 1 is subject to Section 2.

2. Temporary Trail Closures. This Section 2 prevails over Section 1. Any public trail, public trail easement, or public trail corridor required by the Development Agreement and located on, within, or adjacent to the Burdened Property shall remain open and accessible to the public and residents without a use fee throughout the year, except for reasonable temporary closures for active maintenance, repairs, weather-related safety concerns, emergency conditions, agricultural operations requiring temporary closure for public safety, or other temporary conditions that make public access unsafe or impracticable. Temporary closures will be determined by the owner of the affected Burdened Property or the HOA, as provided in their applicable recorded agreement, will apply to HOA members and the general public, and will not constitute a default under this Declaration so long as the closure is reasonable in duration and scope under the circumstances and, except in emergencies, the party initiating the closure provides the other party with at least five (5) business days' prior written notice describing the reason, affected trail segment, and anticipated duration of the closure and posts reasonable notice of the closure at the affected trail access points. For an emergency closure, the party initiating the closure shall notify the other party as soon as reasonably practicable, but in no event later than one (1) business day after the closure begins. In no event will a temporary closure resulting from routine and normal agricultural use occur more than (i) a total of six calendar days, on an aggregate basis, in any one calendar year, and (ii) three consecutive calendar days at any time. Without limiting the foregoing, the seasonal presence of livestock guardian dogs and grazing bands or herds on or adjacent to the trail corridor is an agricultural operation requiring temporary closure for public safety within the meaning of this Section, and the then-current owner of the affected Burdened Property may temporarily close the affected trail segments during those grazing periods in accordance with the applicable recorded agreement, subject to the aggregate and consecutive-day limits set forth above and the notice and posted-notice requirements, in order to preserve open grazing (including its wildfire-mitigation benefits) without requiring the trail corridor to be fenced. The owner of the affected Burdened Property shall maintain a written record of all closures, including their reasons and duration, and shall provide the record to the County or the HOA upon request. Permitted closures require no

County notice or approval. The County has no responsibility for administering closures or resolving private disputes between an owner and the HOA, but retains the right, without obligation, to enforce the Open Space and public-access requirements of this Declaration and the Development Agreement. Trails shall comply with the construction and maintenance standards incorporated in the Third Amendment. Trail ownership and maintenance responsibility shall be as provided in the Development Agreement and applicable recorded instruments; the County assumes no trail ownership or maintenance responsibility.

3. Remedies. If any party materially breaches the terms and conditions of this Declaration and fails to cure such breach within thirty (30) days after receiving written notice thereof from any non-breaching party (or such longer period as may be reasonably necessary to complete the cure, provided the breaching party commences the cure within such 30-day period and diligently pursues it to completion), any non-breaching party (including, without limitation, the HOA and the County, each acting independently) may enforce the terms and conditions of this Declaration and shall be entitled to seek temporary, preliminary, and permanent injunctive relief, specific performance, declaratory relief, and any other equitable or legal relief, subject to applicable law and court rules. In addition, if the breaching party fails to cure within the applicable cure period, the HOA and the County shall each have the right (but not the obligation), after five (5) business days' further written notice, to enter upon the affected portion of the Burdened Property and perform the cure at the breaching party's sole cost and expense, and the breaching party shall reimburse all reasonable costs of such cure, together with the enforcing party's reasonable attorneys' fees, court costs, expert fees, and other enforcement costs, within thirty (30) days after demand, with any unpaid amounts bearing interest at the lesser of ten percent (10%) per annum or the maximum rate permitted by law and constituting a contractual lien against the affected portion of the Burdened Property to the extent permitted by applicable law enforceable by the HOA or the County in accordance with applicable law. Notwithstanding the foregoing, no cure period shall be required for an emergency presenting an imminent threat of material injury to persons or material damage to property, but any emergency relief shall be limited to addressing that imminent threat. Nothing in this Declaration prevents any Party, or any then-current owner, occupant, or tenant of the affected portion of the Burdened Property, from contesting the existence of a breach, the availability of injunctive relief, or the scope of any requested remedy. All rights and remedies of the HOA and the County under this Declaration are cumulative and not exclusive of any other rights or remedies available at law, in equity, or under the Development Agreement, and no delay or failure by the HOA or the County to exercise any right or remedy shall constitute a waiver of that or any other right or remedy or an election of remedies.

4. Covenant Running With Land; Binding on Successors and Assigns. This Declaration and the restrictions contained herein shall burden and run with the Burdened Property and shall be enforceable by the HOA and its successors and assigns, and by the County and its successors, assigns, and any successor governmental authority, each acting independently, and will be binding on all future owners of the Burdened Property. Upon any transfer of all or any portion of the Burdened Property, the transferor shall remain responsible only for obligations first arising before the effective date of the transfer with respect to the transferred portion, and the transferee shall be responsible only for obligations first arising from and after the effective date of the transfer with respect to the transferred portion. Without limiting the foregoing, upon conveyance of all or any portion of the Burdened Property to the HOA or to another owner of property subject to the Development Agreement, the transferor shall, subject to any applicable assumption and release

requirements of the Development Agreement, be released from all further maintenance, preservation, and compliance obligations under this Declaration with respect to the conveyed portion, which obligations shall thereafter run solely with the conveyed portion and be binding on the transferee. A transfer does not extinguish an existing violation or the continuing obligation to bring the transferred property into compliance. Before exercising development rights, a successor developer shall obtain County approval of a recorded assumption of the Development Agreement, including the applicable unit limits, required amenities, and all other property-specific obligations. No transfer, consent, or release under this Declaration waives any applicable assumption, amendment, or release requirement of the Development Agreement.

5. Severability. If any clause, sentence or other portion of this Declaration shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect and the court shall construe this Declaration as much as possible to give rise to the intent of the language hereof.

6. Attorneys' Fees. In the event of any action at law or in equity to enforce any of the provisions and/or rights under this Declaration, the prevailing Party in such action shall be awarded reasonable attorneys' fees and court costs incurred therein.

7. Amendment. "Material Amendment" means any amendment, modification, waiver, release, or termination of this Declaration that alters the permitted uses of the Burdened Property, the obligations of the Developer or any successor owner, or the rights, remedies, consent rights, notice rights, or enforcement rights of the County or the HOA. An "Immaterial Amendment" means any amendment to this Declaration other than a Material Amendment. Any Immaterial Amendment shall require the mutual written agreement of the County, the HOA, and the then-current owner of the portion of the Burdened Property directly affected thereby. Any Material Amendment shall require the mutual written agreement of the County, the HOA, and each then-current owner of any portion of the Burdened Property affected thereby; provided that any termination of this Declaration in its entirety shall require the mutual written agreement of the County, the HOA, and each then-current owner of any portion of the Burdened Property. No amendment, modification, waiver, release, or termination shall be effective unless executed by all parties whose consent is required under this Section and recorded in the official records of the Morgan County Recorder. No consent, amendment, waiver, release, or termination under this Declaration authorizes a change inconsistent with the Development Agreement or applicable ordinances; any required amendment to the Development Agreement must be approved, executed, and recorded in accordance with that Agreement.

8. Third Party Beneficiaries. No rights, privileges or immunities set forth herein will inure to the benefit of any third party that is not an owner of the Burdened Property, except that the HOA (and its successors and assigns) is expressly intended to be, and shall be treated as, a third-party beneficiary of this Declaration with full standing and right to enforce every provision hereof in its own name, whether or not the HOA is an owner of any portion of the Burdened Property. Each owner of the Burdened Property is intended to be a third-party beneficiary of the provisions contained herein only to the extent such provisions directly affect the portion of the Burdened Property owned by such owner.

9. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah.

10. Term. The term of this Declaration shall commence on the date it is recorded in the recorder's office of the County and shall continue in perpetuity unless terminated in accordance with the Amendment section of this Declaration.

11. Senior Covenants; No Subordination. Subject to applicable law, this Declaration, and all rights, remedies, and interests of the HOA and the County hereunder, shall be senior and superior to any mortgage, deed of trust, mechanic's lien, judgment lien, or other lien or encumbrance hereafter recorded against all or any portion of the Burdened Property, and no foreclosure, deed in lieu of foreclosure, or other transfer resulting from the enforcement of any such lien or encumbrance shall extinguish, impair, or terminate this Declaration or the covenants, restrictions, or enforcement rights set forth herein. Before this Declaration is recorded, any prior lien that could extinguish it shall be released or subordinated to this Declaration by a recorded instrument.

IN WITNESS WHEREOF, the Parties have executed this Declaration as of the date and year first set forth above.

DEVELOPER:

By:

Name:

Title:

COUNTY

Morgan County, State of Utah

By:

Name:

Title:

Approved as to form:

HOA:

By: _____

Name:

Title: Authorized Signer

STATE OF _____)
) ss.
County of _____)

On the _____ day of _____, 20____, personally appeared before me _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument in the capacity and for and on behalf of the entity indicated.

NOTARY PUBLIC

STATE OF _____)
) ss.
County of _____)

On the _____ day of _____, 20____, personally appeared before me _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument in the capacity and for and on behalf of the entity indicated.

NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this _____ day of _____, _____, personally appeared before me
_____, a _____ of _____, who executed the foregoing
instrument on behalf of said political subdivision.

My Commission Expires:

NOTARY PUBLIC
Residing at:

CONSENT OF LIENHOLDER/MORTGAGEE

The undersigned, being the holder of a mortgage, deed of trust, or other lien or security interest encumbering all or any portion of the Burdened Property described in Exhibit A (the "Lien"), hereby consents to the recording of this Declaration against the Burdened Property and agrees that the Lien is and shall be subject and subordinate to this Declaration. The undersigned further agrees that any foreclosure, deed in lieu of foreclosure, or other enforcement of the Lien shall not extinguish, terminate, or otherwise impair this Declaration, which shall continue to run with and burden the Burdened Property in accordance with its terms.

EXECUTED AND AGREED TO BY:

[Lienholder]

By: _____

Name:

Title: Authorized Signer

On the ____ day of _____, 20____, personally appeared before me _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument in the capacity and for and on behalf of the entity indicated.

NOTARY PUBLIC

Exhibit A to Restrictive Covenant

(TBD)

SUPPLEMENT AND AMENDMENT TO COTTONWOOD OVERLAY REPORT

WHEREAS, on or about November 15, 2005, Gardner Cottonwood Creek, L.C. (“Original Developer”) caused to be prepared and submitted to the County a PUD Overlay Report (the “Original Report”) relating to the Cottonwoods at Mountain Green master planned community (the “Project”).

WHEREAS, on August 9, 2006, Original Developer and the County entered into that certain Development Agreement for the Cottonwoods at Mountain Green, Morgan County, Utah dated August 9, 2006 (the “Original Development Agreement”), which Original Development Agreement was recorded in the official records of the Morgan County Recorder on August 18, 2006 as Entry No. 104097 in Book 234 at Page 323, as previously amended by (i) Amendment to Development Agreement for the Cottonwoods at Mountain Green, Morgan County, Utah dated April 1, 2008 (“First Amendment”), which First Amendment was recorded in the official records of the Morgan County Recorder on June 20, 2008, as Entry No. 112560 in Book 265 at Page 762; and (ii) Second Amendment to Development Agreement for the Cottonwoods at Mountain Green, Morgan County, Utah dated August 6, 2013 (“Second Amendment”), which Second Amendment was recorded in the official records of the Morgan County Recorder on August 27, 2013, as Entry No. 130225 in Book 308 at Page 645.

WHEREAS, contemporaneous with this Supplement and Amendment to Cottonwood Overlay Report (this “Supplement”), various owners of portions of land within the Project boundaries (as modified herein and in the Third Amendment) have submitted a proposed Third Amendment to Development Agreement (the “Third Amendment”);

WHEREAS, the Third Amendment relates only to the development of the “Revised Phase 6 Property” and the “Revised Phase 9 Property” as defined in the Third Amendment, and is hereby adopted by the owners of the Revised Phase 6 Property and the Revised Phase 9 Property as identified below. Except as expressly modified by this Supplement with respect to the Revised Phase 6 Property and Revised Phase 9 Property, the Original Report remains unchanged and in full force and effect.

SUPPLEMENTAL AND AMENDED TERMS

0.1 Owners List for the Revised Phase 6 Property and the Revised Phase 9 Property:

01.1 Section 01.1 is modified solely with respect to the Revised Phase 6 Property and the Revised Phase 9 Property with the following list of owners:

Morgan County Cottonwoods LLC

Contact: Heidi Nettleton
704 E 600 S
Kaysville, UT 84037
(owner of the “Phase 9-MCC Property”)

Mountain Green Investments LLC

Contact: Ted Taylor
5827 N Sage Crest Rd.
Morgan, UT 84050
(owner of the “Phase 9-MGI Property”)

Turkey Flats LLC

Contact: Eric Plyer
PO Box 3061
Ogden, UT, 84409

Max and Shauna Wilkinson Family Trust (Max Wilkinson Trustee)

Contact: Max Wilkinson
2751 W Highway 101
Wellsville, UT 84339

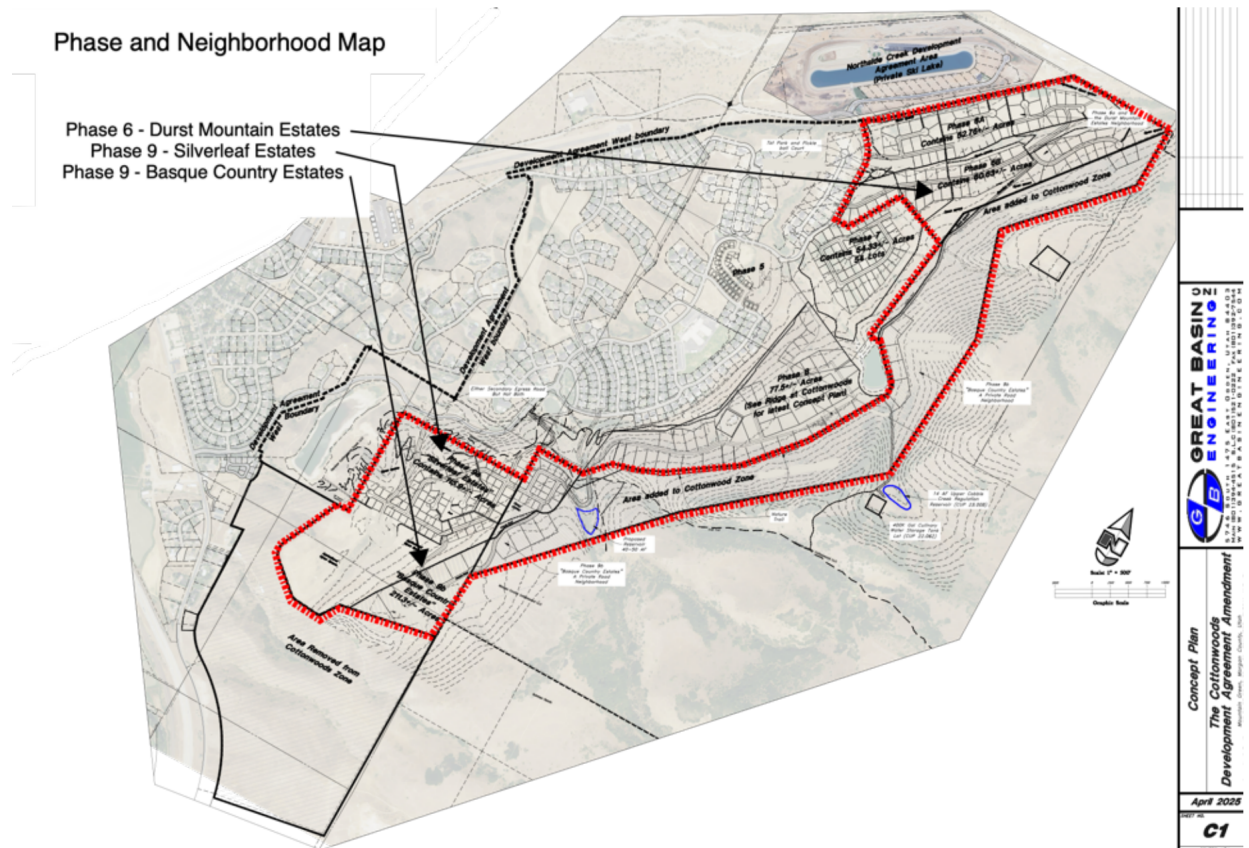
(collectively, owners of the Revised Phase 6 Property)

0.1.2 Developer for Revised Phase 6 Property and the Revised Phase 9 Property

Developer information will be provided in connection with the applicable preliminary plat for distinct areas of the Revised Phase 6 Property and the Revised Phase 9 Property.

0.2 & 0.3 Local Vicinity and Project Maps

Sections 0.2 and 0.3 of the Original Report are supplemented solely with respect to the Revised Phase 6 Property and Revised Phase 9 Property as follows: The perimeter boundaries for the Revised Phase 6 Property and the Revised Phase 9 Property are together depicted as follows:

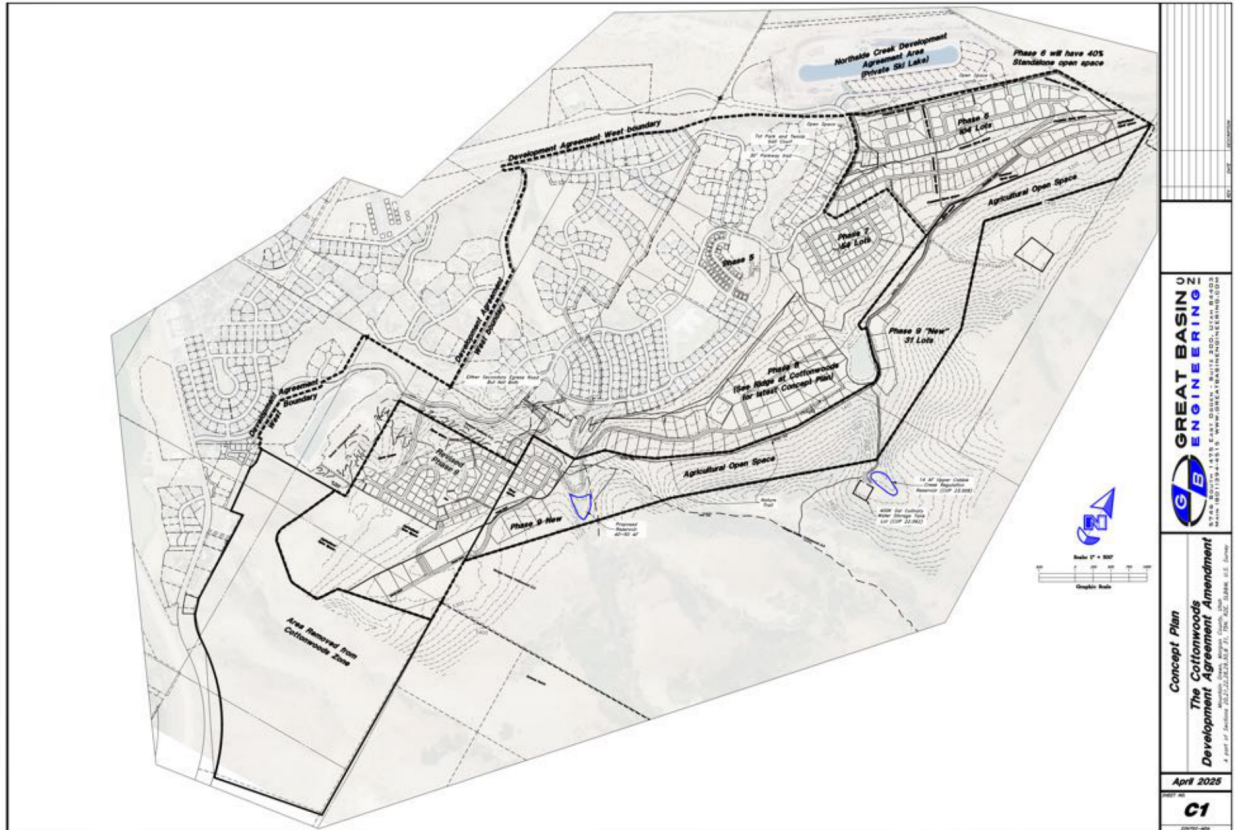


0.4 Land Use, Phasing, and Neighborhood Maps

The concept plan for the Revised Phase 6 includes east-west view corridors intended to preserve views east and west and generally break up the neighborhood. The final location and design of these corridors maybe refined during the plat approval process, provided that the approved plat preserves substantially equivalent view corridors and their intended function.

0.4.1, 0.4.2, and 0.4.3

The following is an updated concept plan that portrays the ultimate development of the property into streets, lots, open spaces and parks and generally creates future neighborhood development areas, within the Revised Phase 6 Property and the Revised Phase 9 Property:



0.5. Legal Description

The “Revised Phase 6 Property” is legally described as:

Parcel #00-0086-3046

Serial #03-005-108-14-2-1

Owner: Turkey Flats LLC

Legal Description: 42'14" W FRM THE SW COR OF SD SEC 20); TH 2,542.10 FT N 00°12'38" W ALG THE SEC LN; & 2,027.94 FT N 89°47'22" E TO THE E. R. OF W LN OF SILVER LEAF DRIVE THE T.POB; TH (8) COUR ALG SD E. R. OF W LN AS FOLS: (1) N 00°04'56" E 231.70 FT TO A PT OF NON-TNGT CURV OF WH THE RAD PT LIES N 89°55'02" W; (2) N'LY ALG THE ARC OF A 533.00 FT RAD CUR TO THE L A DIST OF 163.06 FT (CTRL ANG = 17°31'42", & L.C. BEARS N 08°40'53" W 162.42 FT) TO A PT OF NON-TNGT CURV OF WH THE RAD PT LIES N 72°32'57" E; (3) NE'LY ALG THE ARC OF A 15.00 FT RAD CUR TO THE RGT A DIST OF 22.40 FT (CTRL ANG = 85°33'42", & L.C. BEARS N 25°19'48" E 20.38 FT); (4) N 21°53'38" W 55.00 FT TO A PT OF NON-TNGT CURV OF WH THE RAD PT LIES N 21°53'56" W; (5) W'LY ALG THE ARC OF A 15.00 FT RAD CUR TO THE RGT A DIST OF 22.40 FT (CTRL ANG = 85°33'42", & L.C. BEARS N 69°07'05" W 20.38 FT) TO A PT OF NON-TNGT CURV OF WH THE RAD PT LIES S 63°39'29" W; (6) NW'LY ALG THE ARC OF A 533.00 FT RAD CUR TO THE L A DIST OF 191.59 FT (CTRL ANG = 20°35'43", & L.C. BEARS

N 36°38'23" W 190.56 FT); (7) N 46°56'14" W 172.48 FT TO A PT OF CURV; & (8) NW'LY ALG THE ARC OF A 333.00 FT RAD CUR TO THE L A DIST OF 89.01 FT (CTRL ANG = 15°18'54", & L.C. BEARS N 54°35'41" W 88.75 FT) TO THE S LN OF NORTHSIDE CREEK P.U.D.; TH (4) COUR ALG SD S LN AS FOLS: (1) N 59°15'41" E 260.77 FT; (2) N 47°08'47" E 1,225.38 FT; (3) N 48°58'41" E 955.10 FT; & (4) N 47°35'40" E 520.37 FT TO THE SEC LN; TH S 89°41'41" E 1101.76 FT; TH S 58°40'56" W 590.40 FT M. OR L TO THE NW'LY TOE OF A HILLSIDE; TH (12) COUR ALG SD TOE OF HILLSIDE AS FOLS: (1) S 66°33'58" W 106.83 FT; (2) S 47°25'31" W 551.04 FT; (3) S 46°22'15" W 727.21 FT; (4) S 24°14'33" W 69.49 FT; (5) S 34°18'01" W 136.23 FT; (6) S 40°39'25" W 227.03 FT; (7) S 32°38'31" W 121.74 FT; (8) S 48°04'14" W 69.61 FT; (9) S 50°05'47" W 194.88 FT; (10) S 45°04'00" W 282.73 FT; (11) S 47°17'54" W 186.50 FT; & (12) S 72°50'04" W 44.50 FT; TH S 44°06'07" W 757.95 FT TO THE POB. CONT 52.761 AC / 52.76 AC, M. OR L.

And

Parcel#00-0086-2622

Serial#03-005-108-14-1

Owner: Max & Shauna Wilkinson Family Trust (Max Wilkinson Trustee)

Legal Description: COM AT THE SW COR OF SEC 20, T5N, R2E, SLB&M, AS MARKED WITH A REBAR WITH A PLASTIC CAP STAMPED L.S. 144078 (CTR OF SEC 30 IS 2694.03 FT S 0°37'47" E, 1337.18 FT N 88°42'00" W, & 1342.03 FT N 88°42'14" W FRM THE SW COR OF SD SEC 20); TH 2,542.10 FT N 00°12'38" W ALG THE SEC LN; & 2,027.94 FT N 89°47'22" E TO THE E R. OF W LN OF SILVER LEAF DRIVE THE T.POB; & RUN TH N 44°06'07" E 757.95 FT M. OR L TO THE NW'LY TOE OF A HILLSIDE; TH TWELVE (12) COUR ALG SD TOE OF HILLSIDE AS FOLS: (1) N 72°50'04" E 44.50 FT; (2) N 47°17'54" E 186.50 FT; (3) N 45°04'00" E 282.73 FT; (4) N 50°05'47" E 194.88 FT; (5) N 48°04'14" E 69.61 FT; (6) N 32°38'31" E 121.74 FT; (7) N 40°39'25" E 227.03 FT; (8) N 34°18'01" E 136.23 FT; (9) N 24°14'33" E 69.49 FT; (10) N 46°22'15" E 727.21 FT; (11) N 47°25'31" E 551.04 FT; & (12) N 66°33'58" E 106.83 FT; TH N 58°40'56" E 590.40 FT TO THE SEC LN; TH S 89°41'41" E 397.95 FT ALG THE SEC LN TO THE NE COR OF SD SEC 20 AS MARKED WITH A REBAR & PLASTIC CAP STAMPED L.S. 147581; TH S 38°43'29" W 3,015.59 FT; TH S 08°00'06" W 526.99 FT; TH N 69°32'55" W 848.66 FT; TH S 30°36'37" W 819.76 FT; TH W 191.00 FT TO THE E R. OF W LN OF SILVER LEAF DRIVE BEING A PT OF NON-TNGT CURV OF WH THE RAD PT LIES N 83°26'58" W; TH SIX (6) COURS ALG SD E R. OF W LN AS FOLS: (1) N'LY ALG THE ARC OF A 433.00 FT RAD CUR TO THE L A DIST OF 48.88 FT (CTRL ANG = 06°28'04", & L.C. BEARS N 03°19'00" E 48.85 FT); (2) N 00°04'59" E 154.45 FT TO A PT OF NON-TNGT CURV OF WH THE RAD PT LIES S 89°54'48" E; (3) NE'LY ALG THE ARC OF A 15.00 FT RAD CUR TO THE RGT A DIST OF 23.56 FT (CTRL ANG = 89°59'33", & L.C. BEARS N 45°04'59" E 21.21 FT); (4) N 00°04'59" E 55.00 FT TO A PT OF NON-TNGT CURV OF WH THE RAD PT LIES N 00°05'12" E; (5) NW'LY ALG THE ARC OF A 15.00 FT RAD

CUR TO THE RGT A DIST OF 23.56 FT (CTRL ANG = 89*59'33", & L.C. BEARS N 44*55'01" W 21.21 FT); & (6) N 00*04'59" E 267.70 FT TO THE POB. CONT 61.9123 AC / 61.91 AC, M. OR L.

The "Revised Phase 9 Property" is legally described as:

Phase 9-MGI Property

Parcel #00-0089-5714

Serial #03-005-120-01-1-1

Owner: Mountain Green Investments LLC

Legal Description: COM AT THE N1/4 COR OF SEC 31, T5N, R2E, SLB&M; TH 550.10 FT N 00*23'01" E ALG THE 1/4 SEC LN & 661.90 FT S 89*57'45" E TO THE POB; TH N 89*57'45" E 169.95 FT; TH N 1,525.00 FT; TH N 89*41'34" E 1,862.06 FT M. OR L TO THE E LN OF SEC 30, T5N R2E, SLB&M; TH S 00*25'48" E 2,167.89 FT ALG THE SEC LN TO THE SE COR OF SD SEC 30; TH S 00*02'27" E 274.86 FT M. OR L ALG THE E SEC LN OF SD SEC 31 TO A FNC LN; TH THIRTEEN (13) COUR ALG SD FNC LN AS FOLS: (1) S 78*43'42" W 1,374.63 FT; (2) S 33*28'08" W 313.93 FT; (3) N 85*54'27" W 418.94 FT; (4) N 49*47'25" W 635.99 FT; (5) N 15*59'56" W 56.78 FT; (6) N 08*36'03" W 64.13 FT; (7) N 15*52'42" E 50.00 FT; (8) N 22*04'46" E 58.88 FT; (9) N 28*40'54" E 148.33 FT; (10) N 34*26'43" E 112.37 FT; (11) N 45*21'08" E 89.56 FT; (12) N 23*38'30" E 103.46 FT; (13) N 17*36'30" E 416.01 FT TO THE POB. CONT 126.1517 / 126.15 AC, M. OR L. (KNOWN AS PHASE 9 NORTH PARCEL)

And

Phase 9-MCC Property

Parcel # and Serial # - To be provided by Morgan County Recorder at time of recording. Currently part of parcels # 00-0065-7539, 00-0092-3775 and #00-0002-7282.

Owner: Morgan County Cottonwood LLC

Legal Description (provided by Great Basin Engineering):

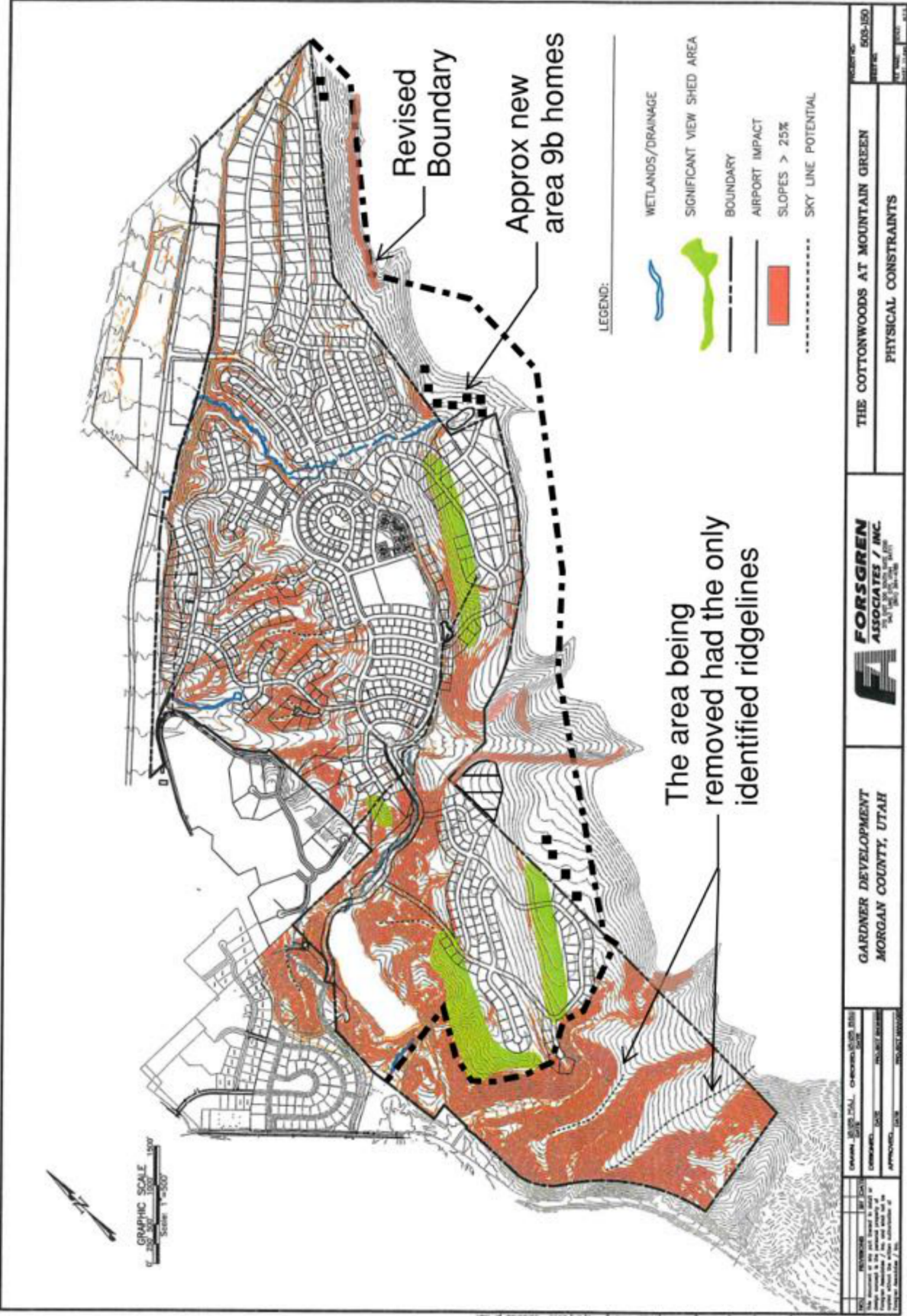
A part of Sections 20 and 29, Township 5 North, Range 2 East, Salt Lake Base and Meridian,

Beginning at the Northeast corner of Section 20 and running thence S 1°34'42" West 869.34 feet; thence South 42°52'45" West 1959.69 feet; thence South 15°02'28" East 2403.33; thence South 13°18'06" West 1328.76 feet; thence South 50°04'31" West 2907.21 feet; thence South 43°40'48" West 2993.47 feet; thence North 0°25'51" West 1980.48 feet along the West section line of the Southwest quarter of section 29; thence North 89°48'37" East 662.07 feet; thence North 44°03'05" East 432.99 feet; thence North 73°16'19" East 389.19 feet; thence North 65°25'53" East 323.32 feet; thence North 55°27'22" East 917.25 feet; thence North 55°27'22" East 133.59 feet; thence North 39°58'02" East 969.95 feet; thence North 30°40'10" East 1174.93 feet; thence North 35°50'32" East 82.35 feet; thence North 0°41'26" West 115.51 feet; thence North 33°42'00" West 75.27 feet; thence North 42°31'16" West 67.97 feet; thence North 59°18'35" West 103.61 feet; thence North 43°18'24" West 430.27 feet; thence South 42°31'16" West 67.97 feet; thence North 62°32'04" West 80.58 feet; thence North 8°00'06" East 2079.33 feet; thence North 38°43'29" East 3015.59 feet to the point of beginning.

Containing 193.57 acres, more or less.

0.6. Site Characteristics Map

The following image shows a revised major site characteristics map, including wetlands, view shed areas, project boundaries, slopes, airport impacts, and skyline potential.



0.7 Density Calculation

The maximum number of dwelling units allowed in the Revised Phase 6 Property is 104. The maximum number of dwelling units allowed in the Revised Phase 9 Property is 118, consisting of 87 dwelling units within the Phase 9-MGI Property and 31 dwelling units within the Phase 9-MCC Property. These 222 dwelling units include all bonus units and are included within the project-wide maximum of 868 dwelling units, including the 70 dwelling units previously developed in Phase I. Property-specific unit allocations remain as provided in the Third Amendment. Both tables below are informational only and do not establish or modify unit limits or allocations; the Third Amendment controls over conflicting table entries.

Bonus Density Comparison and Update

(From Section 7 - Original Overlay Report Page 30)

Criteria	Ordinance	Original Area		Amendment #3		Comments
Base dwelling units	Underlying Zone Right	Complies		Complies		After the county removed 189 acres from the DA Zone and replaced that land with 193 acres consisting of 23 acres already in the future land use map RR zone the total acreage is almost the same ~ 1036. We will keep the baseline density at 467 for consistency
40% Preserved open space	Required	Complies		Complies		Amendment #3 area has 60% open space
10% Usable open space	Required	Complies		Complies		
Preserves Sensitive areas in Open Space	Required	Complies		Complies		
Variable Bonus Points	Range	% awarded	Bonus Lots	% awarded	Bonus Lots	
Public Trail Provided (That Exceeds Requirements)	0-15%	10%	47	11.0%	51.4	We are more than doubling the prior trail commitment in Phase 6 and 9. +1%
Extra Usable Open Space for Public Use	0-15%	10%	47	11.0%	51.4	We are providing an additional park in Phase 6. +1%
Improving Open Space with public amenities	0-20%	10%	47	11.0%	51.4	We are providing (2) pickleball courts where none were previously required. +1%
Private recreation amenities for exclusive use	0-5%	3%	14	0%	0.0	We are eliminating the exclusive private Golf Course and the Equestrian Center - 3%
Positive Fiscal Analysis	Required -10%	5%	23	5%	23.4	
Providing for affordable housing	0-20%	0%	0	0%	0.0	
Dedication and/or building of large civic site	0-20%	5%	23	5%	23.4	
Use of Environmental devices or enhancements	0-10%	8%	37	8%	37.4	
Design consistent with neighborhood	0-10%	4%	19	4%	18.7	
Mixture of housing types	0-10%	5%	23	5%	23.4	
Quality and Quantity of Landscaping	0-10%	9%	42	9%	42.0	
Superior cluster design	0-10%	6%	28	6%	28.0	
Superior architectural design	0-10%	4%	19	4%	18.7	
Superior streetscape design	0-10%	9%	42	9%	42.0	
Bonus Density Available (limited to 120% of base density)	560	411		411		
Base Density	467	467		467		
Total Dwelling Units Allowed but not to exceed	1027	877.96		877.96		With the replacement amenities the Maximum Lot count remains the same.

Remaining Cottonwoods DA Area Development

Undeveloped Parcels Per DA Amendment #3					
Cottonwood Development Agreement Area	Owner Signatures on Amendment # 3	Parcel Serial Numbers	Acres	Reserved Dwelling Units per Parcel	Comments
Phase 6	Turkey Flats LLC*	03-005-108-14-2-1 ***	52.76	50	There are 85 lots shown on page 17 of the 2005 Overlay report for both Phase 6 parcels
Phase 6 and portions of Phase 7	Max Wilkinson*	03-005-108-14-1 ***	61.91	54	
Phase 9	Mountain Green Investments LP*	00-0089-5714 ***	126.15	87	There are 96 lots shown on this parcel on Page 17 of the 2005 Overlay report
Phase 9 (new)	Morgan County Cottonwoods LLC*	Portions of parcels 00-0092-3775, 00-0002-7282 and 00-0065-7539	193.57	31	
		Subtotals	434.39	222	.51 DU/Acre
Other Remaining Undeveloped Parcels - Not subject to Amendment # 3					
Cottonwood Development Agreement Area	Parcel Owner	Parcel Serial Numbers	Acres	Reserved Dwelling Units per Parcel	Comments
Phase 8	Ridge at the Cottonwoods LLC	03-005-108-11 ***	77.67	55	There are 55 lots shown in Phase 8 as counted on Page 17 of the Overlay Report. There are no required parks in Phase 8 and minimal trails
Phase 2	Wasatch Industrial	03-005-108-02**	11.85	0	Per the 2005 Overlay Report, this parcel is shown as native open space on "The Open Space Plan" (page 55) and "Wetlands" on the "Meadow Park Illustrative Concept Plan" (page 49).
Phase 2 and 9	Wasatch Industrial	03-005-122**	15.45	8	By superimposing this parcel onto Page 17 of the Overlay Report there are 5 lots shown on the upper east corner with several slivers. The rest of the property is identified as unbuildable slopes over 25% grade and open space. (See Physical Constraints page 22 and page 55 of the Overlay Report)
Phase 9	Gardner Cottonwood Creek LLC	03-005-120-05	22.1	12	See Ordinance CO-6-16 section, 16-19-040 Conditional Uses, #2. "Cabins consisting of twelve (12) or less cabins and one (1) lodge, which may be rented or leased as lodging, upon satisfaction of the following conditions: Changing these to full time residences will require an Amendment to the DA and Ordinance. Non the less we have included 12 units here.
		Subtotals	127.07	75	
Areas Recorded or with Preliminary Approved Plats as of 6/1/26.					
Cottonwood Development Agreement	Parcel Owner	Parcel Serial Numbers	Acres	Dwelling Units per Parcel	Comments
Phases 1,2,3,4,5,7	multiple	multiple	473.54	562	1.19 DU per acre
Summary Totals			1035	859	Estimated final is ~ .83 DU/Acre

* Owner Signature agreeing to be officially added to the Development Agreement with the County.

** Note these parcels were purchased by the original developer and were encumbered by the 2005 DA. Subsequently they were resold.

*** These parcels were never purchased by the Original Developer

0.9 Covenants, Conditions & Restriction

The following table indicates the major components of the CC&Rs for the neighborhoods in the Revised Phase 6 Property and the Revised Phase 9 Property:

Development Standards Table - Ordinance CO-06-16

Cottonwood PUD District Building	Phase 6 Durst Mountain Estates	Phase 9 Silverleaf Estates	Phase 9 Basque Country Estates (private road)
Garage Size	3 Car minimum	2 car minimum	3 Car minimum
Height Restrictions:			
Non- Sensitive	35 feet from lowest finished grade	35 feet from lowest finished grade	35 feet from lowest finished grade
Sensitive upslope	n/a	n/a	n/a
Sensitive Down Slope	n/a	n/a	n/a
Lot Restrictions			
Minimum House Size			
Single Story	2300 square feet	2000 square feet	2500 square feet
2-story: main/upstairs	1800 square feet/700 square feet	2000 square feet/600 square feet	2000 square feet/1000 square feet
Park Strip Width	5 feet	5 feet	None
Setbacks :			
Front	20 feet	15 feet	30 feet
Back	20 feet	20 feet	30 feet
Side	10 feet	10 feet	20 feet
Corner	20 feet	25 feet	30 feet
Garage	35 feet or 5 feet from the front of the house unless side loaded	20 feet or 5 feet from front of house, unless side- loaded	35 feet or 5 feet from front of house unless side- loaded
Sidewalk width	5 feet	5 feet	None

**CHANGES FROM ORIGINAL
DEVELOPMENT AGREEMENT ARE IN
BOLD.**

- 0.9.1 Residential buildings shall require a professionally prepared landscape plan for each lot to ensure that outdoor water provided will be sufficient to maintain an attractive yard.

11. Parks

11.1 The Revised Phase 6 amenities shall include a park of at least one and one-half (1.5) acres in area, consisting of a pickleball court or tennis court (at the discretion of the applicable New Developer), quality play structure or equipment, a shade structure, a minimum of 12,000 square feet of turf open area, and sidewalks connecting the park to the parkway and local trails, with xeriscaping and water-wise trees.

11.2 The Revised Phase 9 amenities shall include park of at least one and one-half (1.5) acre in area, consisting of a pickleball court, quality play structure or equipment, a shade structure, a minimum of 12,000 square feet of turf open play area, and sidewalks connecting the park to local trails, with xeriscaping and water-wise trees, is required in Revised Phase 9.

12. Trails

12.1 The Equestrian Trails type is eliminated from the Revised Phase 6 Property and the Revised Phase 9 Property.

12.2 All Sidewalks shall be a minimum of 5 ft wide within the Revised Phase 6 Property and the Revised Phase 9 Property.

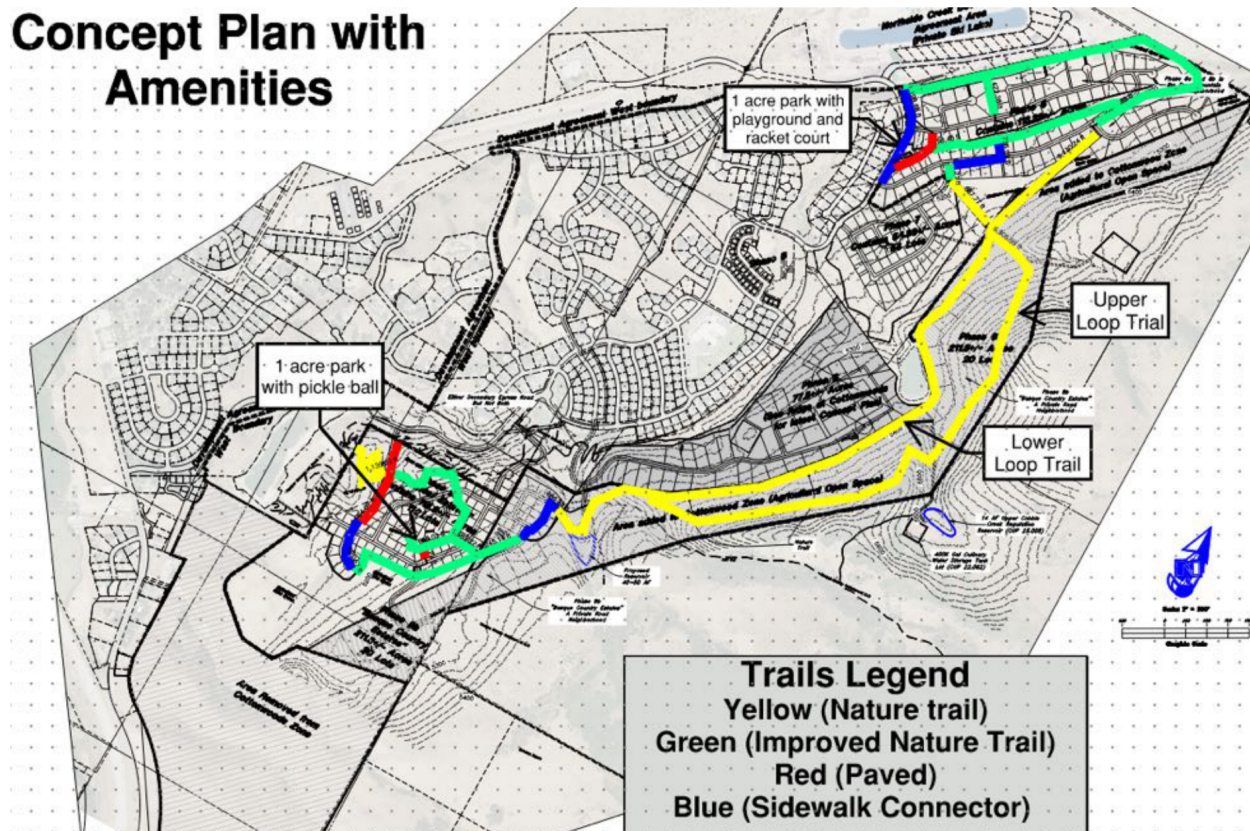
12.3 The Revised Phase 6 Property and the Revised Phase 9 Property will include an “Improved Nature Trail” as a trail type. An Improved Nature Trail is similar to a Nature Trail but will also include an enhancement like road base or bark to control mud or dust.

13. Additional Amenities

13.1 The equestrian center and optional private golf course amenities are eliminated.

13.2 The Revised Phase 6 Property and the Revised Phase 9 Property shall provide approximately 21,000 linear feet of trails. This includes a new, continuous trail connecting the Revised Phase 6 Property and the Revised Phase 9 Property. The trail concept plan is depicted as follows:

Concept Plan with Amenities



14. Open Space

14.4 All Open Space areas shall be clearly depicted and classified on each recorded Plat as either Agricultural Open Space, or Common Areas, consistent with the Third Amendment and this Supplement. The specific acreage and classification of Open Space shall be verified and finalized at the time of Plat approval based on the gross acreage shown on the recorded Plat(s). Open Space requirements for the Revised Phase 6 Property and the Revised Phase 9 Property shall be governed by Section 4 of the Third Amendment to the Development Agreement, which establishes the following minimum requirements (exclusive of roads and platted lot areas, calculated as a percentage of gross acreage shown on the recorded Plat(s)):

14.4.1 Phase 6 Property (approximately 114.67 acres total):

Minimum 40% open space.

Of the open space, up to 9 acres may be designated as Agricultural Open Space and may remain privately owned, provided it is deed-restricted in accordance with the form of Restrictive Covenant attached as Exhibit G to the Third Amendment.

The remaining open space shall be classified as Common Area deeded to the applicable homeowners association (Master HOA or New HOA).

14.4.2 Phase 9-MGI Property:

Minimum 47% open space.

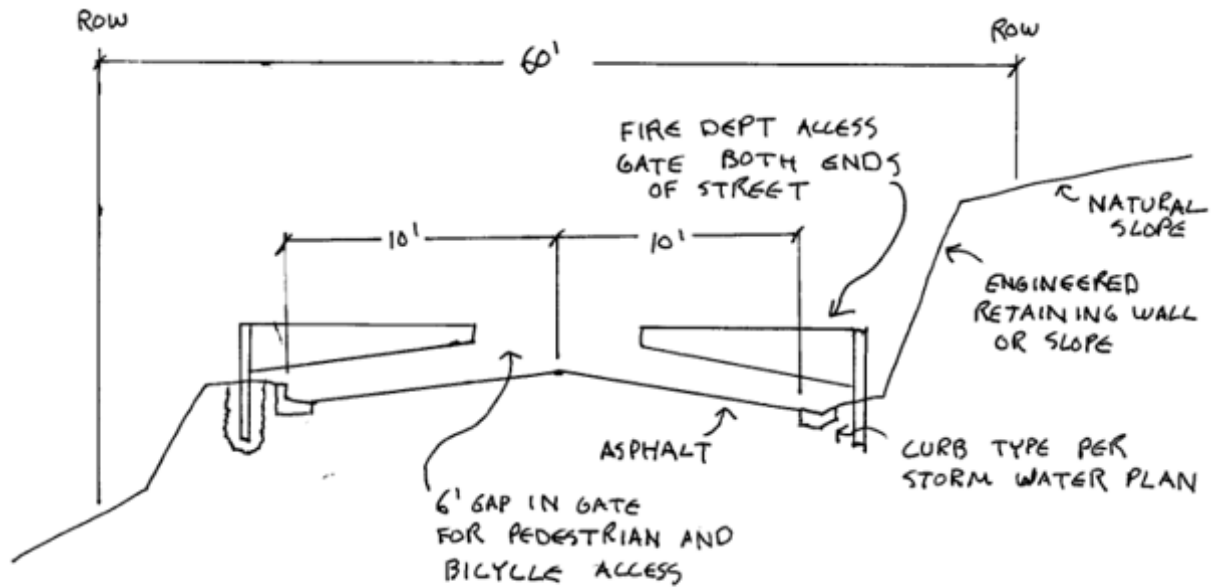
Of that open space, a minimum of 50 acres may be designated as Agricultural Open Space and may remain privately owned, provided it is deed-restricted in accordance with Exhibit G to the Third Amendment. The balance of the open space shall be Common Area deeded to the applicable HOA.

14.4.3 Phase 9-MCC Property:

Minimum 87% open space, which shall be entirely Agricultural Open Space and shall be deed-restricted substantially in accordance with Exhibit G to the Third Amendment.

15. Public Improvements

0.15.1 If approved by the planning and engineering department, the “Residential Street Without Homes” road section situated on the north access road to and from Phase 9 will be replaced by an emergency fire apparatus access road. The road will be gated at both ends, will allow pedestrian and bicycle access in addition to emergency fire apparatus access, and will be maintained by the Phase 9 homeowners association.



SECONDARY ACCESS/FIRE APPARATUS ROAD PER NFPA
NO HOME SITE SERVED - NTS

16. Water Information

- 16.3 Site Owners or the developer shall provide Will-Serve letters or Conditional Will Serve letters from a qualified water provider will be presented in conjunction with submission of a preliminary plat.

17. Sewer Information

All homes will be connected to the Mountain Green Sewer Improvement District per the District's requirements.

To the extent of any conflict between this Supplement and the Third Amendment to the Development Agreement, the Third Amendment shall control.

[End]

§ 155.465 COTTONWOODS PUD OVERLAY DISTRICT.

(A) Title. This section shall be known as the Cottonwoods PUD Overlay District.

(B) Purpose. The Cottonwoods PUD Overlay District is an area approximately 1,036 acres in size (exhibit A attached to the ordinance codified herein and on file in the county office), located on the eastern edge of the Mountain Green master plan townsite. With its high level of visibility to residents and visitors alike, architectural integrity and quality design controls are crucial to implementing the county goals and objectives. The Cottonwoods is a master-planned mixed-use project with multiple architecturally compatible buildings. The purpose of the Cottonwoods PUD Overlay District is to allow substantial flexibility in planning and designing a proposal for land use development. This flexibility often occurs in the form of relief from compliance with conventional zoning ordinance site and design requirements. Ideally, this flexibility results in a development that is better planned, contains more amenities and ultimately a development that is more desirable to live in than one produced in accordance with typical zoning and subdivision controls. These provisions are intended to create more attractive and more desirable environments within the county and to encourage the following:

(1) Allow creative use of the land and encourage the preservation of permanent open space and sensitive areas;

(2) Permit and support higher development densities to encourage utilization of clustered neighborhoods;

(3) Allow for the design of developments that are architecturally and environmentally innovative, and that achieve better utilization of the land than is possible through strict application of standard zoning and subdivision controls;

(4) Permit developers to vary architectural styles and land use on a project-by-project basis, rather than on the basis of tunnel zoning and sprawl zoning concepts, in a manner that may provide for a limited additional development right in density or land use;

(5) Permit developers to locate the various features of their developments in harmony with the natural features of the land;

(6) To provide for accessible public open space and recreation space, schools, churches and private facilities; and

(7) To encourage preservation and protection of agricultural usage through the emphasis of the right to farm and by providing buffering between existing agricultural uses and higher density uses.

(C) Permitted uses. The following uses are permitted in accordance with the approved concept plan (attached to the ordinance codified herein and on file in the county office) and approved development agreement:

(1) Attached and detached single-family residential buildings and accessory structures;

(2) Recreational uses and accessory buildings, such as trails, parks, tennis courts, community clubhouse and swimming and other uses permitted as conditional uses. A community clubhouse may include a small restaurant, which shall include a seating capacity for not more than 52 patrons; and

(3) Quasi-public buildings, public schools and churches.

(D) Conditional uses.

(1) Golf course and associated accessory uses, such as a driving range, clubhouse/restaurant upon satisfaction of the following conditions. This division (D)(1) does not apply to Revised Phases 6 and 9 as defined in Exhibit B of the Third Amendment to the Development Agreement:

(a) The developer has demonstrated that the golf course shall have sufficient water rights to maintain the golf course as a public golf course; and

(b) The approval of the golf course shall not reduce the required 40% native and/or agricultural open space below the requirements set forth in this section; provided, however, that if required, the developer may convey to the master homeowners' association open space not currently included within the boundaries of the Cottonwoods PUD Overlay District, but is adjacent to the Cottonwoods PUD Overlay District in order to meet such open space requirements. If necessary, the county may amend this section and the approved development agreement to reflect such additional land as part of the Cottonwoods PUD Overlay District. The addition of such adjacent open space shall be subject to the platting requirements set forth in this chapter.

(2) Cabins consisting of 12 or less cabins and one main lodge, which may be rented or leased as lodging, upon satisfaction of the following conditions:

(a) Each cabin shall be a single-story structure containing less than 1,600 usable square feet and shall contain parking for at least two vehicles;

(b) The location for each such cabin shall be shown on a site plan approved by the County Commission pursuant to the process set forth above;

(c) The main lodge may include such amenities as is customarily included in cottage type lodging, including a dining facility with a seating capacity for not more than 45 patrons, rental of outdoor recreation equipment and providing for guided tours;

(d) Any limitations on operations and use provided by this chapter, as recommended by the Planning Commission and approved by the County Commission; and

(e) The main lodge shall contain a footprint of not more than 5,000 square feet.

(3) Equestrian facility, upon satisfaction of the following conditions. This division (D)(3) does not apply to Revised Phases 6 and 9:

- (a) The developer has submitted a site plan to the County Commission as required by the procedures set forth above, which site plan shall depict the equestrian center and trails;
- (b) The equestrian center and related trails shall be available for the use and enjoyment of the general public upon payment of customary fees and charges; and
- (c) The equestrian center may include a barn, stables, workout areas and pasture and grazing areas and such other amenities approved by the county. The equestrian center shall be developed at the time of the development of the phase in which the equestrian center is located.

(4) Private Parks. Parks, playgrounds, sports courts, and community clubhouses.

(E) Density. In accordance with the approved concept plan and approved development agreement, 760 dwelling units (1.363 du/acre) can be developed within the Cottonwoods PUD Overlay District. Additionally, in the event an 18-hole golf course is developed within the Cottonwoods PUD Overlay District, an additional 38 dwelling units may be developed within the Cottonwoods PUD Overlay District for a total of 798 dwelling units (1.298 du/acre). Except as set forth below, no single lot for a residential unit shall be less than 10,000 square feet. The developer may develop mansion homes containing three to six units per parcel in the Meadow Village neighborhood, which homes may be built on lots smaller than 10,000 square feet. Base density and bonus densities established within the development agreement and concept approval may be used on any portion of the property, regardless of base zoning, provided such use is in accordance with the development agreement and concept plan. There shall be a maximum of 222 dwelling units comprised of 104 dwellings in Revised Phase 6 and 118 in Revised Phase 9, resulting in a maximum density of 0.51 dwelling unit per acre for Revised Phases 6 and 9. For the property subject to the Third Amendment to the Development Agreement, the amenities required by that amendment satisfy the golf-course condition in this division, and the 222-unit maximum includes all bonus units.

(F) Development standards. The Cottonwoods PUD District will provide design guidelines for the buildings, landscaping, parking, housing and signage located within the district boundaries. The Cottonwoods project is a master-planned, mixed-use development containing approximately 1,036 acres of undeveloped land along the east bench of Mountain Green. The master plan provides for commercial and residential development in designated areas of the district in accordance with the development standards set forth herein.

(1) Commercial buildings. All commercial buildings within the district will be required to obtain a conditional use permit.

(2) Residential development. A detailed site plan will be required for staff review and approval. Cottonwoods PUD Overlay District will be separated into phases and neighborhoods shown approximately on exhibits C and D attached to the ordinance codified herein and on file in the county office. Development of the residential component within the district shall comply with the following development standards:

[see table attached as "Ordinance Table"]

(3) Street right-of-way width. The right-of-way for public streets will be 55 feet wide.

(4) Cul-de-sacs. Private cul-de-sacs may be longer than the public street standard but shall not be longer than 1,500 feet.

(5) Limitations. The development of the Cottonwoods PUD Overlay District shall be limited by the requirements set forth in this chapter.

(6) Preserved open space. The Cottonwoods PUD Overlay District shall maintain a minimum of 40% preserved open space. Preserved open space is the sum of all land that is perpetually left naturally undeveloped or in agriculture.

(7) Usable open space. The Cottonwoods PUD Overlay District shall maintain a minimum of 10% usable open space. Usable open space is the portion of preserved open space that can be landscaped and is contained on slopes of 15% or less. It is capable of being landscaped with berms, shrubs and lawns for use as park-like areas that complement the development. It must contain no less than 10,000 square feet of contiguous area in each open space parcel, unless 10,000 square feet is more than the required 10%. It is not intended to be remnant pieces of land too small to be used for anything that combined would have met the required amount of land. Usable open space may include space on residential lots which are subject to a public open space easement.

(8) Sensitive areas. The Cottonwoods PUD Overlay District is required to preserve sensitive areas in open space. Sensitive areas include, but are not limited to, ridgeline/viewshed areas, areas of special interest or beauty, wetlands, fault zones, stream corridors, important wildlife areas, unstable soils or any other environmental concern addressed in this section, as detailed within the development agreement and PUD overlay report.

(G) Landscape standards. The Cottonwoods PUD Overlay District and all phases will be landscaped with sensitivity to the natural environment. The landscaping shall be installed in accordance with a landscape plan submitted along with the residential site plan to be reviewed and approved by the staff and in accordance with the development agreement and PUD overlay report.

(H) Parking design.

(1) Commercial development within the Cottonwoods PUD District will require five parking stalls for every 1,000 square feet of retail or restaurant space. Each stall must measure at least nine feet wide by 18 feet long, with ADA accessible stalls provided in accordance with established standards.

(2) Parking lot lighting shall provide adequate illumination and shall be no taller than 30 feet and shall conform to night sky regulations as detailed in the development agreement. Pedestrian corridors shall be identified by a change in color and/or texture of pavement material. Tree diamonds measuring five feet by five feet shall be installed throughout the parking areas.

(I) Signage. The signage is an important component of the Cottonwoods PUD project. Exhibit E attached to the ordinance codified herein and on file in the county office sets forth the sign criteria for the Cottonwoods PUD Overlay District.

(J) Procedures. Approval of the PUD Overlay District text shall constitute conceptual site plan approval for the Cottonwoods PUD District. Subsequent phases shall be approved as applications for subdivision approval, conditional use approvals and any other permits shall be processed in accordance with the county requirements, ordinances and procedures.

(1) Planning Commission preliminary plat approval.

(a) Prior to commencing construction on any phase, the developer shall submit a preliminary plat, the applicable neighborhood declaration, construction drawings and specifications and all required submittals under this chapter and the approved development agreement applicable to such phase to the Planning Commission. Each plat submitted to the Planning Commission shall comply with all technical platting requirements of this chapter and the subdivision ordinances. The developer shall pay fees for each plat as are generally required by the county at the time of the submission of the plat to the Planning Commission. Timing of said submission and review by county staff prior to the Planning Commission shall be in accordance with the adopted Planning Department submittal deadline policy.

(b) The Planning Commission shall review the plat and all required submittals associated with the applicable phase for completeness and conformity with the approved development agreement and this section. To the extent that such plat is complete and consistent with the approved development agreement, this section and all applicable federal, state and local laws, rules, regulations and ordinances, the Planning Commission shall make a recommendation to the County Commission for the approval of such plat. To the extent of a conflict between the provisions of this section and another ordinance, this section shall control. The Planning Commission shall hold all duly noticed public hearings required for the approval of such plat under state code, this chapter and other county ordinances, as applicable. In the event the Planning Commission determines that such plat is incomplete or is inconsistent with this section, the approved development agreement or all applicable federal, state and local laws, rules, regulations and ordinances, the Planning Commission will provide developer with a reasonably detailed description of any such inconsistencies, in which case developer shall revise such plat to remediate any such inconsistencies and resubmit such plat to the Planning Commission for approval pursuant to the process set forth above.

(2) County Commission preliminary approval of plat. Following the recommendation from the Planning Commission that a plat be approved by the County Commission pursuant to the procedures set forth in division (J)(1) above, such plat shall be submitted to the County Commission for approval. The plat shall be approved; provided, that such plat is complete and complies with this section, the approved development agreement and all applicable federal, state and local laws, rules, regulations and ordinances. The County Commission shall review the plat for completeness and conformity with this section, the

approved development agreement, all applicable federal, state and local laws, rules, regulations and ordinances. To the extent that such plat is complete and consistent with this section, the approved development agreement, this chapter and all applicable federal, state and local laws and ordinances, the County Commission shall approve the plat. The County Commission shall hold all duly noticed public hearings required for the approval of such plat under the state code, this section, this chapter and other applicable county ordinances. In the event the County Commission determines that such plat is not consistent with this section or the approved development agreement, the County Commission will provide the developer with a reasonably detailed description of any such inconsistencies, in which case the developer shall revise such plat to remediate any such inconsistencies and resubmit such plat to the County Commission for approval pursuant to the process set forth in this division (J)(2).

(3) Final plat approval. Following the preliminary approval of the plat by the County Commission pursuant to the procedures set forth in division (J)(2) above, the County Commission shall authorize the developer to submit a final plat to the county staff for review. The county staff shall review a paper plat for completeness and conformance to the preliminary approval of the plat (including any conditions for approval). If such plat is complete and conforms to the preliminary approval, the county staff shall authorize the developer to submit a Mylar copy of the final plat for approval. The developer shall be responsible for obtaining all required signatures on the Mylar with the exception of the Planning Commission and County Commission. The signed Mylar shall be placed on the agenda of the Planning Commission for review, approval and signatures. Following receipt of the final plat signatures from the Planning Commission, the county staff shall place the Mylar on the agenda of the County Commission for signature and adoption. The final plat will then be released to the developer for recordation.

(4) Building permits. Following the recordation of the final plat, the developer is authorized to sell lots in accordance with state and local law. The county staff will issue building permits in accordance with this section, the approved development agreement, this chapter and applicable federal, state and local laws, rules, regulations and ordinances. Upon receipt of preliminary approval for a plat, the county staff is authorized to issue building permits to enable the developer to commence construction on the infrastructure in accordance with the preliminary plat, this section, the approved development agreement and all applicable federal, state and local laws, rules, regulations and ordinances. Additionally, in the event that the infrastructure for a particular phase is: Dependent upon the construction of infrastructure improvements on future phases (e.g., retention ponds on future phases or utility lines through future phases); or the infrastructure would necessarily continue onto the real property included in future phases (e.g., a road crossing all phases) and the completion of such infrastructure as a whole rather than in phases is justified by financial constraints and sound engineering principles, the county staff is authorized to issue building permits for the construction of such improvements on such future phases. Building permits for dwelling units shall only be issued when required infrastructure for the applicable plat has been installed and inspected and approved by the County Engineer, which approval shall be limited to confirming that such infrastructure is completed in accordance with this section, the approved development agreement and all

applicable federal, state and local laws, rules, regulations and ordinances. Notwithstanding the foregoing to the contrary, in the event that prevailing weather conditions would require a developer to waive its warranty with respect to installing asphalt on roads in a phase, building permits for dwelling units may be issued without the completion of such roads, subject to the county's receipt of reasonable assurances that such roads shall be completed during the period that such warranty will not be waived. No permit shall be issued unless proof of approval from the architectural committee has been submitted to the county.

(K) Effect of provisions. Approval of this amendment constitutes a zoning change for the Cottonwoods PUD Overlay District.

(L) Statement of intent. The Cottonwoods Overlay District is intended to provide specific regulations or standards pertaining to specific geographic features or land uses, wherever these are located. Whenever there is a conflict between the regulations of a base zoning district and those of an overlay district, the overlay district regulations shall control.

Exhibit "A"

Legal Description

(This description is for all the land that was originally in the Cottonwoods PUD Overlay District as established in 2006):

A parcel of land located in Sections 19, 20, 29 and 30 in Township 5 North, Range 2 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the Center of Section 30, Township 5 North, Range 2 East, Salt Lake Base and Meridian, (Basis of bearing being South 88°42'14" East 1341.72 feet between the Center of Section and the South 1/4 corner of the Northeast corner of said Section 30) and running thence South 88°42'14" East 1336.65 feet; thence North 00°42'36" West 335.14 feet; thence North 76°23'47" East 32.94 feet; thence North 03°35'20" East 116.35 feet; thence North 00°57'41" West 470.92 feet; thence North 03°06'28" West 450.19 feet; thence North 03°10'42" West 248.07 feet; thence North 04°55'12" West 217.84 feet; thence South 85°04'48" West 42.16 feet; thence North 40°53'26" West 290.14 feet; thence North 32°23'57" West 139.58 feet; thence North 08°06'21" West 485.48 feet; thence South 89°29'51" West 20.18 feet; thence North 08°06'21" West 245.91 feet to a point of curvature of a 230.00 foot radius curve to the left, the center of which bears South 81°53'39" West; thence Northerly and Westerly along the arc of said curve 491.23 feet through a central angle of 122°22'16"; thence South 49°31'23" West 38.55 feet to a point of curvature of a 347.42 foot radius curve to the left, the center of which bears South 40°28'38" East; thence Southwesterly along the arc of said curve 118.83 feet through a central angle of 19°35'49"; thence South 29°55'33" West 313.18 feet; thence North 88°55'15" West 257.09 feet; thence North 46°46'42" East 3089.72 feet; thence North 52°17'58" East 511.81 feet; thence South 11°48'57" East 66.72 feet; thence North 55°15'08" East 577.92 feet; thence North 62°47'20" East 697.15 feet; thence North 59°15'48" East 905.16 feet; thence North 47°08'47" East 1225.38 feet; thence North 48°58'41" East 173.02 feet; thence North 41°01'19" West 367.66 feet; thence North 52°00'49" East 955.49 feet; thence South 89°40'57" East 1961.90 feet; thence South 38°44'36" West 3015.81 feet; thence South 08°00'08" West 2521.21 feet; thence South 70°45'46" East 639.64 feet; thence South 30°41'13" West 1174.86 feet; thence South 39°58'09" West 970.07 feet; thence South 55°28'09" West 1050.90 feet; thence South 65°28'09" West 323.36 feet; thence South 73°18'09" West 389.10 feet; thence South 44°04'10" West 432.30 feet; thence South 89°48'23" West 660.00 feet; thence South 00°25'51" East 2606.16 feet; thence South 00°42'11" West 3391.42 feet; thence South 80°42'47" West 1557.72 feet to a point on a non tangent 2353.60 foot radius curve to the left, the center of which bears South 78°24'09" West; thence Northwesterly along the arc of said curve 1900.32 feet through a central angle of 46°15'40" to a point of non tangent compound curvature of a 752.56 foot radius curve to the right, the center of which bears North 33°21'13" East; thence Northwesterly along the arc of said curve 594.31 feet through a central angle of 45°14'52"; thence North 01°51'26" West 738.77 feet; thence North 09°47'07" West 170.00 feet; thence North 79°47'56" East 25.81 feet; thence North 01°53'19" West 403.69 feet; thence South 79°57'31" West 219.14 feet; thence North 07°29'19" West 973.52 feet; thence North 02°32'09" East 713.67 feet; thence North 42°00'44" East 599.14 feet; thence North 27°19'53" West 128.18 feet; thence North 62°40'07" East 67.13 feet to a point of curvature of a 300 foot radius curve to the left (cord bears North 40°46'06" East 223.80 feet) 229.34 feet along said arc; thence North 00°00'00" West 581.05 feet to a point on the center of section line and on the South line of the Silver Stone Subdivision as recorded in the Morgan County Records Office; thence along said center of section line South 88°42'14" East 731.88 feet to the point of beginning.

Containing 1036.08 Acres more or less.

LESS AND EXCEPTING (for informational purposes only, this description relates to land that was originally part of the Cottonwoods PUD Overlay District but in 2026 was removed from the District):

Legal description for parcel # 00-0088-2927 SN 03-005-133-01-2-1

BEG AT A PT ON THE E BDY LN OF COVENTRY COVE SUBDIVISION PUD, IN MORGAN COUNTY UTAH SD PT BEING: 539.41 FT S 89°40'47" W ALG THE 1/4 SEC LN; & 552.76 FT N 0°19'13" W FRM THE N1/4 COR OF SEC 31, T5N, R2E, SLB&M; & RUN TH N 89°57'45" E 1,208.08 FT M. OR L TO AN EXIST FNC LN; TH THIRTEEN (13) COURS ALG SD EXIST FNC LN AS FOLS: (1) S 17°36'30" W 416.01 FT; (2) S 23°38'30" W 103.46 FT; (3) S 45°21'08" W 89.56 FT; (4) S 34°26'43" W 112.37 FT; (5) S 28°40'54" W 148.33 FT; (6) S 22°04'46" W 58.88 FT; (7) S 15°52'42" W 50.00 FT; (8) S 08°36'03" E 64.13 FT; (9) S 15°59'56" E 56.78 FT; (10) S 49°47'25" E 635.99 FT; (11) S 85°54'27" E 418.94 FT; (12) N 33°28'08" E 313.93 FT; & (13) N 78°43'42" E 1,374.63 FT M. OR L TO THE E LN OF SEC 31; TH S 00°02'27" E 3,102.71 FT ALG SD E LN TO A PT 1962 FT N OF THE SE COR OF SD SEC 31; TH S 79°45'00" W 1,635.22 FT M. OR L TO THE E'LY LN OF THAT PCL DESC IN THAT FINAL ORDER OF CONDEMNATION RECORDED IN BK S AT PG 398, NO 33437 IN THE OFFICE OF THE MORGAN COUNTY RECORDER, BEING A PT OF NON-TNGT CURV OF WH THE RAD PT LIES S 77°34'12" W; TH THREE (3) COUR ALG SD E'LY LN AS FOLS: (1) NW'LY ALG THE ARC OF A 2,509.62 FT RAD CUR TO THE L A DIST OF 1,825.62 FT (CTRL ANG EQUALS 41°40'47", & L.C. BEARS N 33°16'11" W 1,785.63 FT); (2) N 54°50'00" W 127.98 FT TO A PT OF NONTNGT CURV OF WH THE RAD PT LIES N 33°08'40" E; & (3) NW'LY ALG THE ARC OF A 774.34 FT RAD CUR TO THE RGT A DIST OF 386.67 FT (CTRL ANG EQUALS 28°36'40", & L.C. BEARS N 42°33'00" W 382.67 FT); TH N 16°17'39" W 215.84 FT TO THE SE COR OF THAT PCL CONVEYED TO REX G. & JANEAL B. WILKINSON IN BK M29 AT PG 129, REFERENCE #42297 IN THE OFFICE OF THE MORGAN COUNTY RECORDER; TH N 01°38'00" W 403.28 FT ALG THE E LN OF SD WILKINSON PCL TO THE SW COR OF THAT PCL CONVEYED TO MARK H. & SHEILA R. WILKINSON IN BK 330 AT PG 751. AS ENTRY #139397 IN THE OFFICE OF THE MORGAN COUNTY RECORDER; TH FIVE (5) COURS ALG THE S, E & N BNDYS OF SD PCL AS FOLS: (1) S 74°55'57" E 282.04 FT; (2) S 73°52'51" E 224.27 FT; (3) N 29°16'19" E 491.94 FT; (4) N 58°59'46" W 584.80 FT; & (5) N 70°05'50" W 251.44 FT (258.11 FT BY RECORD); TH N 01°26'00" W 226.54 FT; TH S 80°02'00" W 130.57 FT M. OR L TO THE SD E'LY BDY LN OF COVENTRY COVE SUBDIVISION PRUD; TH N 05°25'44" W 961.70 FT ALG SD E'LY BDY LN TO THE POB. CONT 189.6812 AC. LESS THE FOL AMT SOLD: BK 345 PG 1531 (27.0786 AC) LYING WITHIN 03-005-133-01-3 & 02-005-133-07-1 DESC AS FOLS: THAT PORT OF THE FOL LYING WITHIN THE SEWER / FIRE DIST: A PCL OF LAND LOC IN SECS 30 & 31, T5N, R2E, SLB&M, MORE PART DESC AS FOLS: BEG AT A PT WH IS 530.67 FT W & 2375.05 FT S FRM THE CTR OF SEC 30, T5N, R2E, SLB&M, (B.B. BEING S 88°42'14" E 1341.72 FT BET THE CTR OF SEC & THE CE 1/16 COR OF SD SEC 30) & RUN TH S 87°59'04" E 572.28 FT; TH S 49°43'55" E 474.61 FT; TH S 26°12'11" W 61.51 FT; TH S 28°26'21" W 55.53 FT; TH S 28°00'56" W 47.63 FT; TH S 21°01'56" W 41.45 FT; TH S 14°52'12" W 50.66 FT; TH S 07°17'41" E 67.98 FT; TH S 20°10'14" E 38.63 FT; TH S 34°22'48" E 51.63 FT; TH S 43°33'40" E 52.30 FT; TH S 51°04'53" E 53.84 FT; TH S 56°25'14" E 67.44 FT; TH S 49°39'49" E 62.55 FT; TH S 47°25'45" E 114.21 FT; TH S 29°09'17" W 825.68 FT; TH N 75°09'01" W 281.51 FT; TH N 75°07'45" W 226.69 FT; TH N 01°26'00" W 327.40 FT; TH N 09°35'00" W 164.51 FT; TH N 80°00'13" E 23.26 FT; TH N 01°25'56" W 409.30 FT; TH S 80°22'41" W 170.01 FT; TH N 05°33'22" W 653.21 FT TO THE POB. LEAV 162.6026 / 162.60 AC, M. OR L.

TOGETHER WITH THE FOLLOWING (for informational purposes only, this description relates to land that was added to the Cottonwoods PUD Overlay District in 2026):

A part of Sections 20 and 29, Township 5 North, Range 2 East, Salt Lake Base and Meridian,

Beginning at the Northeast corner of Section 20 and running thence S 1°34'42" West 869.34 feet; thence South 42°52'45" West 1959.69 feet; thence South 15°02'28" East 2403.33; thence South 13°18'06" West 1328.76 feet; thence South 50°04'31" West 2907.21 feet; thence South 43°40'48" West 2993.47 feet; thence North 0°25'51" West 1980.48 feet along the West section line of the Southwest quarter of section 29; thence North 89°48'37" East 662.07 feet; thence North 44°03'05" East 432.99 feet; thence North 73°16'19" East 389.19 feet; thence North 65°25'53" East 323.32 feet; thence North 55°27'22" East 917.25 feet; thence North 55°27'22" East 133.59 feet; thence North 39°58'02" East 969.95 feet; thence North 30°40'10" East 1174.93 feet; thence North 35°50'32" East 82.35 feet; thence North 0°41'26" West 115.51 feet; thence North 33°42'00" West 75.27 feet; thence North 42°31'16" West 67.97 feet; thence North 59°18'35" West 103.61 feet; thence North 43°18'24" West 430.27 feet; thence South 42°31'16" West 67.97 feet; thence North 62°32'04" West 80.58 feet; thence North 8°00'06" East 2079.33 feet; thence North 38°43'29" East 3015.59 feet to the point of beginning.

Containing 193.57 acres, more or less.

Exhibit "B"

Amended Concept Plan

The concept plan for Phases 1-5, 7 and 8 is as follows:

The concept plan for Revised Phases 6 and 9 is as follows:

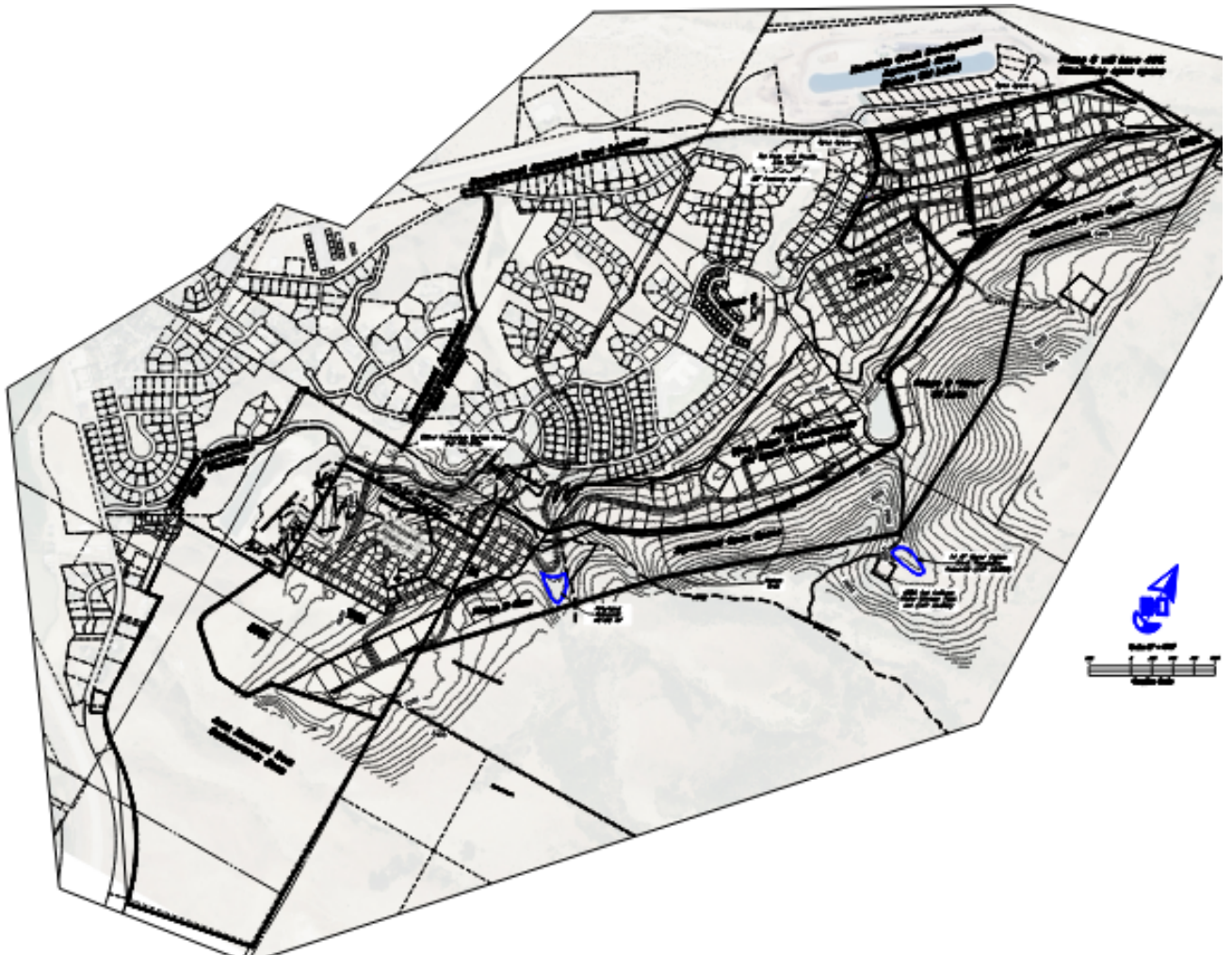


Exhibit "C"

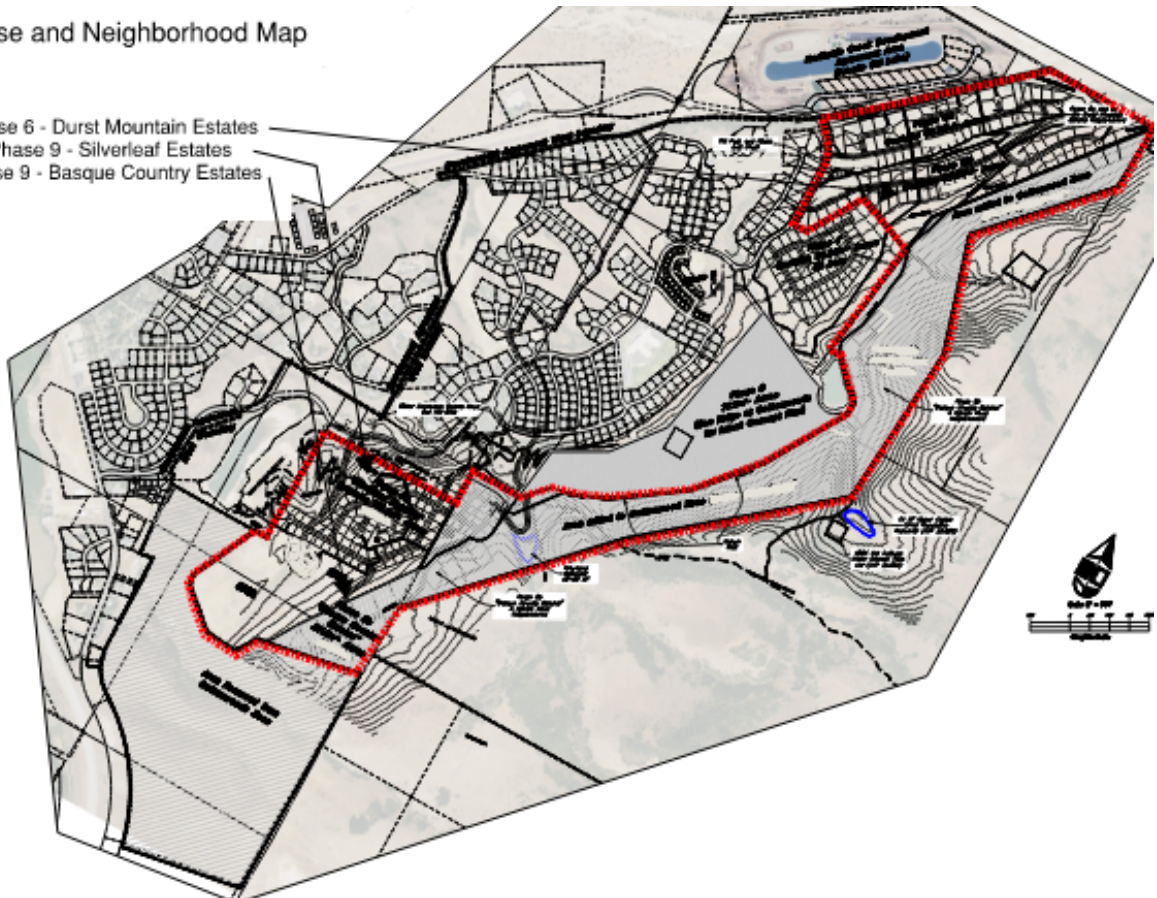
Phasing Plan

The Phasing plan for Phases 1-5, 7 and 8 is as follows;

The Phasing plan for Revised Phases 6 and 9 is as follows:

Phase and Neighborhood Map

Phase 6 - Durst Mountain Estates
Phase 9 - Silverleaf Estates
Phase 9 - Basque Country Estates



Neighborhoods

The Neighborhood plan for Phases 1-5, 7 and 8 is as follows:

The Neighborhood plan for Revised Phases 6 and 9 is as follows:



Phase 6 - Durst Mountain Estates
Phase 9 - Silverleaf Estates
Phase 9 - Basque Country Estates

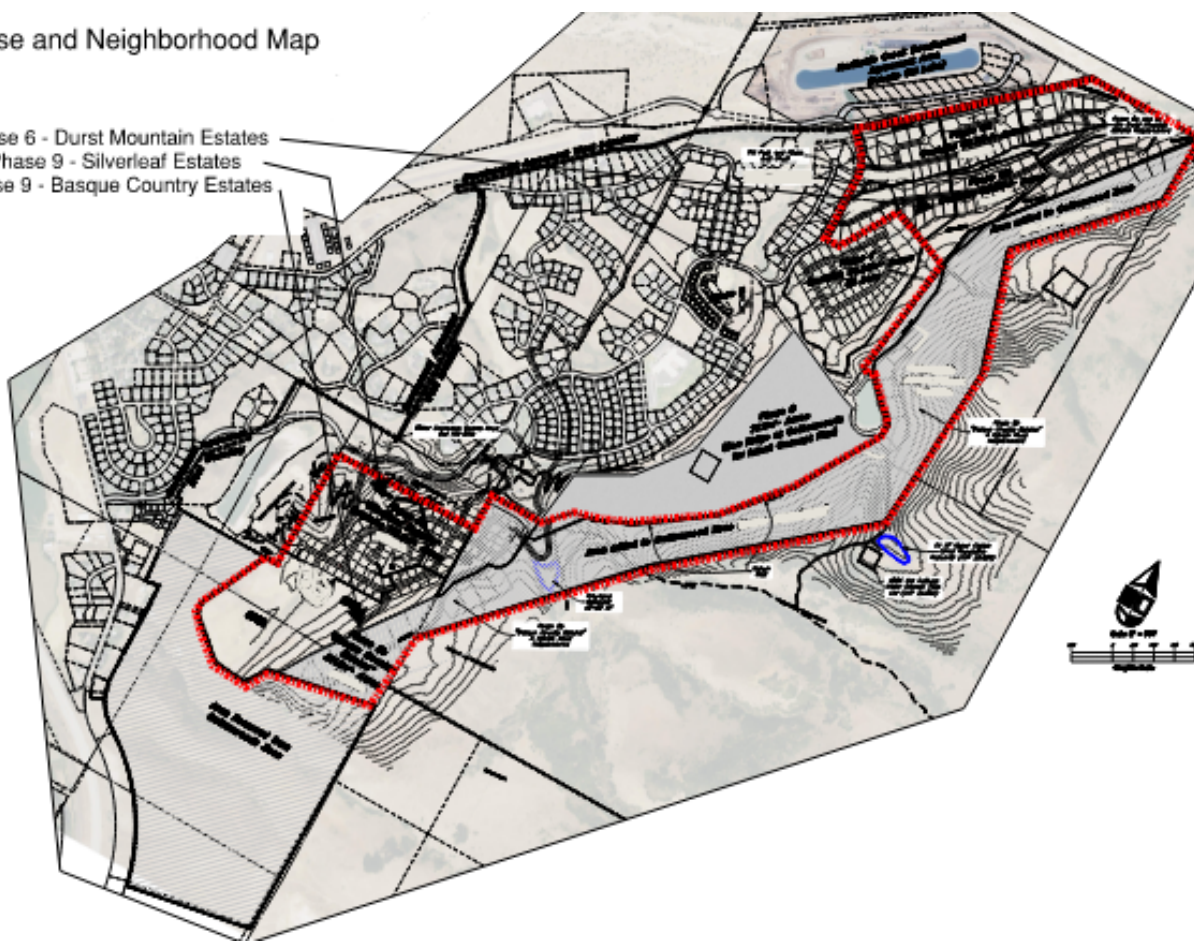


Exhibit "E"

Sign Criteria

Development Standards Table - Ordinance CO-06-16

Cottonwood PUD District Building	Phase 6 Durst Mountain Estates	Phase 9 Silverleaf Estates	Phase 9 Basque Country Estates (private road)
Garage Size	3 Car minimum	2 car minimum	3 Car minimum
Height Restrictions:			
Non-Sensitive	35 feet from lowest finished grade	35 feet from lowest finished grade	35 feet from lowest finished grade
Sensitive upslope	n/a	n/a	n/a
Sensitive Down Slope	n/a	n/a	n/a
Lot Restrictions			
Minimum House Size			
Single Story	2300 square feet	2000 square feet	2500 square feet
2-story: main/upstairs	1800 square feet/700 square feet	2000 square feet/600 square feet	2000 square feet/1000 square feet
Park Strip Width	5 feet	5 feet	None
Setbacks :			
Front	20 feet	15 feet	30 feet
Back	20 feet	20 feet	30 feet
Side	10 feet	10 feet	20 feet
Corner	20 feet	25 feet	30 feet
Garage	35 feet or 5 feet from the front of the house unless side loaded	20 feet or 5 feet from front of house, unless side- loaded	35 feet or 5 feet from front of house unless side-loaded
Sidewalk width	5 feet	5 feet	None

CHANGES FROM ORIGINAL DEVELOPMENT
AGREEMENT/ORDINANCE ARE IN BOLD.