



MORGAN COUNTY COMMISSION MEETING AGENDA

September 1st, 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.

4:00 WORK SESSION

Flagship BCP “Eagle Vista Villas” Development Agreement latest updates

5:00 COMMENCEMENT OF MEETING

(A) Opening Ceremonies

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

(B) Consent Agenda Items

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

(C) Commissioner Declarations of Conflict of Interest

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

(E) Presentations

1. **Hon. Shaun Rose**, introduction of the County’s Surveyor
2. **Hon. Sheriff Corey Stark**, presentation on license plate recognition cameras

(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).
2. **Hon. Matthew Wilson** – Discussion/ Decision – Morgan County Commission
Discussion and decision on Morgan County Resolution **CR 26-XX** appointing Kimberly Bell to the Morgan County Planning Commission representing the area of Stoddard and Milton.
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. These funds were mainly payroll and the fire department was not fully staffing this location until quarter one of 2026. The ‘overpayment’ rolled into general fund balance at the end of the year.
4. **Morgan County Board of Equalization** – Discussion/Decision – 2026 BOE Appeals
Discussion and decision on Morgan County Resolution **CR 26-XX-BOE** approving board of equalization changes to date.

MORGAN COUNTY COMMISSION MEETING AGENDA

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

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

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-XX** a code text amendment that provided framework for the creation, continuation, modification, and termination of Agriculture Protection Areas.

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

Anderson Rezone: A request for approval of County Ordinance **CO 26-XX** 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.

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

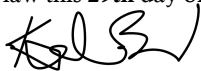
Cottonwoods at Mountain Green Development Agreement Third Amendment: A request for approval of County Ordinance **CO 26-XX**, a third amendment to the Development Agreement for the Cottonwoods at Mountain Green.

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.

(G) Commissioner Comments

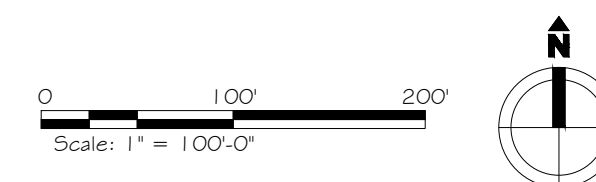
- Commissioner Blocker
- Commissioner Newton
- Commissioner Fackrell
- Commission Vice Chair Nickerson
- Commission Chair Wilson

The undersigned does hereby certify that the above notice and agenda were posted as required by law this **29th** day of **August 2026**.



Kate Becker – Morgan County Administrative Manager

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



**WHEN RECORDED RETURN TO:
BCP DEVELOPMENT, LLC.**

**Attn: Peter Evans
300 S 1350 E St. 2nd Floor
Lehi, UT 84043**

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

**DEVELOPMENT AGREEMENT
EAGLE VISTA VILLAS**

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

RECITALS

- A. Developer owns the Property as more fully described in **Exhibit A**. Developer represents that it is the sole legal and equitable owner of the Property.
- B. On April 21, 2026, the County Commission approved an amendment to Section 155.266 of the Morgan County Land Use Code ("**County Code**") and the Town Center Design Standards which will facilitate development of the Project.
- C. At the request of the Morgan County Commission and pursuant to § 155.266(B)(4) of the County Code, Developer and the owner of the adjacent Gardner Development Town Center property participated in preparing a Joint Conceptual Plan and Narrative ("**Conceptual Plan**") for the coordinated planning and development of their respective Town Center properties. The Gardner Development owner participated in the planning process and represented to the County Commission that it was working cooperatively with Developer and the County in preparing the Conceptual Plan. Following consideration at a duly noticed public meeting, the County Commission approved the Conceptual Plan as the County's coordinated planning framework by Ordinance CO 26 - approving this Project. The approved Conceptual Plan is attached as **Exhibit B** and incorporated herein.
- D. The Developer also owns an adjacent parcel consisting of approximately 6.29 acres ("**Rezone Area**") that is currently zoned Rural Residential (RR-1) and is not presently located within the Town Center zoning district. At the request of the Morgan County Commission, the Developer agreed to include the adjacent parcel as part of the overall Project in order to provide a detached single-family residential transition between the Town Center development and surrounding development. To accomplish that objective, the Developer has applied

to rezone the adjacent parcel from RR-1 to R1-8, (“**Rezone**”) as depicted on **Exhibit D**, which rezone is intended to be considered and approved contemporaneously with this Agreement as an integral component of the overall Project.

- E. The Parties acknowledge that the Conceptual Plan, the Rezone, the commercial-allocation reduction, and this Agreement are related components of the Project but are separate land-use actions subject to independent consideration and approval. Except for the effectiveness of the Rezone as an express condition precedent to the effectiveness of this Agreement, approval of one action is not conditioned upon approval of another. The Parties acknowledge that approval of the Conceptual Plan, approval of the Rezone, and approval of this Agreement are intended to occur concurrently and constitute interrelated components of the overall approval of the Project. Approval of any one of these actions is expressly conditioned upon approval of the others.
- F. Upon approval, the County finds that the Project, including the approved Conceptual Plan, the Rezone, and this Agreement, is consistent with the Morgan County General Plan, the County Code, applicable Utah law, and the approvals granted concurrently herewith. The County further finds that the Project satisfies the requirements of § 155.266 of the County Code, including the findings necessary to approve the reduction in the commercial allocation.
- G. The County acknowledges that, throughout the preparation and negotiation of this Agreement and the Conceptual Plan, the County identified and communicated specific planning objectives, requested particular Project components and public benefits, and actively participated with Developer in several focused work sessions and negotiations concerning the Project’s neighborhood commercial component, Open Space System (as defined in Section 4.6(a)), TC Area Improvements (as defined in Section 4.6(b)), and residential development. In reasonable reliance upon the County’s requests and participation, Developer revised and agreed to the development program and commitments expressly set forth in this Agreement and the Conceptual Plan. The County acknowledges, finds, and agrees that those components, considered individually and as an integrated whole, fully satisfy the County’s requests and objectives with respect to the matters addressed by this Agreement and implement the purposes and objectives of the Town Center (“TC”) zone under Morgan County Code § 155.266, including the provision of neighborhood commercial services, parks, trails, open space, housing, and the orderly and coordinated development of the broader TC area as a connected and cohesive district. Accordingly, except for the obligations expressly stated in this Agreement, Developer shall not be required to provide additional or different commercial land, parks, trails, open space, residential products or housing mix, infrastructure, improvements, dedications, amenities, or other public benefits as a condition of any Project approval or permit. Any additional or materially different obligation shall require Developer’s written consent and an amendment to this Agreement executed in accordance with its amendment provisions. The Parties acknowledge that the Project’s neighborhood commercial component, the Open Space System (as defined in Section 4.6(a) below), and the TC Area Improvements (as defined in Section 4.6(b) below) have been planned and negotiated as an integrated whole, and together implement the purposes and objectives of the Town Center (“TC”) zone under Morgan County Code § 155.266, including the County’s objectives for neighborhood commercial services, parks, trails, open space, and the orderly, coordinated development of the broader TC area as a connected and cohesive district.

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

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

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

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

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

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

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

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

AGREEMENT

1. INCORPORATION OF RECITALS AND EXHIBITS

1.1 Incorporation.

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

1.2 Conceptual Plan.

The approved Conceptual Plan, attached as **Exhibit B**, is incorporated into this Agreement and is binding upon the Developer and all successors, assigns, and subsequent owners of any interest in the Property. The

Conceptual Plan shall run with the Property to the extent applicable to the Property and shall govern the coordinated planning and development of the Property as provided in this Agreement.

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

1.3 Order of Precedence.

If any conflict or inconsistency exists between the operative provisions of this Agreement and the Conceptual Plan, renderings, plans, or other Exhibits, the operative provisions of this Agreement shall control, except where this Agreement expressly provides that a specifically identified Exhibit provision controls. The Conceptual Plan establishes the approved general development framework for the Project. Except for a standard, quantity, public benefit, deadline, improvement, dedication, or other commitment specifically identified as mandatory in an operative provision of this Agreement, the notes, renderings, dimensions, alignments, lot configurations, phasing boundaries, and other details shown in the Exhibits are conceptual and illustrative and may be refined through the preliminary plat, final plat, engineering, and permit-approval processes without an amendment to this Agreement, provided that the refinement complies with applicable law and does not increase the maximum approved density, authorize an unapproved Residential Product Type, or materially reduce an obligation expressly imposed on Developer by this Agreement. General incorporation of an Exhibit does not, by itself, convert an illustrative detail into an independent obligation or limit the development flexibility expressly granted by this Agreement.

2. ZONING, PERMITTED USES, AND PLAT APPROVAL

2.1 Zoning and Permitted Uses.

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

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

2.2 Preliminary and Final Plats.

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

2.3 Completion Assurances.

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

2.4 Building Permits.

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

3. REZONE OF PORTION OF THE PROPERTY

3.1 Rezone Authorization and Agreement.

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

3.2 Independent Land-Use Action; Commercial Component. Relationship to Agreement.

The Conceptual Plan, the Rezone, and this Agreement are related components of the Project but constitute separate land-use actions, each subject to independent consideration and approval under applicable law. The reduced commercial allocation authorized under Morgan County Code § 155.266(D) is approved through this Agreement based upon the Commercial Parcel required by Section 4.7, the residential development program established by Section 4.2, the Open Space System, the TC Area Improvements, and the other public benefits expressly required by this Agreement. The commercial-allocation reduction does not require any separate or subsequent land-use approval after this Agreement is approved and becomes effective.

Approval of the Conceptual Plan shall not be a condition precedent to the County's consideration or approval of this Agreement or the commercial-allocation reduction, and approval of this Agreement or the commercial-allocation reduction shall not be a condition precedent to consideration or approval of the Conceptual Plan. To the fullest extent permitted by applicable law, a delay in, challenge to, or failure to approve any such separate land-use action shall not, by itself, invalidate or impair another action that has been lawfully approved or any vested right arising from that approval.

Notwithstanding the foregoing, the Rezone becoming effective is the sole condition precedent to this Agreement becoming effective. Upon the effectiveness of the Rezone and this Agreement,

the Commercial Parcel, the reduced commercial allocation, and the approved residential development program shall be governed exclusively by the express terms of this Agreement, and no additional commercial-allocation approval, sequencing requirement, or condition precedent shall be implied or imposed based upon the relationship among the Project approvals

The Rezone, Conceptual Plan, and this Agreement are intended to function together as an integrated approval framework for the Project. The rights and obligations established by this Agreement are based upon approval of the Rezone and Conceptual Plan.

3.3 Effect of Rezone.

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

3.4 Consistency with Approved Development.

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

3.5 Scope of Rezone.

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

3.6 Vesting.

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

4. APPROVED USE, DENSITY, AND DEVELOPMENT STANDARDS

4.1 Property Subject to Agreement.

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

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

Developer is authorized and vested with the right, but is not obligated, to develop and construct up to two hundred seventy (270) dwelling units within the Project. No more than one hundred seventy-four (174) of the dwelling units actually constructed may consist of Luxury Townhomes. If Developer elects to construct the maximum authorized two hundred seventy (270) dwelling units, not fewer than ninety-six (96) shall consist of detached Executive or Signature Single-Family Homes, in such proportions as Developer may determine. If Developer constructs fewer

than two hundred seventy (270) dwelling units, Developer may determine the number and mix of dwelling units, provided that the number of Luxury Townhomes does not exceed one hundred seventy-four (174).

Subject to the foregoing limitations and the approved Residential Product Types, Developer may adjust the number and mix of dwelling units without amending this Agreement. These limitations apply to the Project as a whole and do not establish a minimum total unit count, require the construction of any Luxury Townhomes, or require any individual phase to contain a particular unit count or housing mix. If an inconsistency exists between this Section and any unit count, allocation, tabulation, illustration, or narrative contained in the Conceptual Plan, this Section shall control.

~~Developer is vested with the right to develop and construct no more than two hundred seventy-six (270) dwelling units within the Project. seventy (96) seventy 174, subject to the required housing mix and all other requirements of this Agreement.~~ The approved dwelling units shall consist only of the following residential product types (“**Residential Product Types**”):

- (a) Executive detached single-family homes
- (b) Signature detached single-family homes and;
- (c) Luxury townhomes.

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

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

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

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

The approved residential density, housing mix, commercial development, park and open space, amenities, trails, and land dedications depicted on the approved Conceptual Plan are incorporated into this

Agreement and constitute the approved development program for the Property. The County approves a commercial allocation for the Project that is less than the commercial allocation otherwise required by §155.266(C). The County further finds, based upon substantial evidence contained in the legislative record, that the approved reduction satisfies the requirements of §155.266(D), including the following finds:

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

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

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

4.3 Diversity of Housing Types.

Developer may construct any one or more of the Residential Product Types authorized by Section 4.2, in such numbers, proportions, locations, sequence, and phases as Developer determines, subject only to the Project-wide limitations expressly established by Section 4.2. Except if Developer elects to construct the maximum authorized two hundred seventy (270) dwelling units, Developer is not required to construct every Residential Product Type or to achieve any particular allocation or proportion among the Residential Product Types.

(a) Executive and Signature Single-Family Homes. If constructed, Executive and Signature Single-Family Homes shall consist of detached single-family residential dwelling units. The allocation between Executive and Signature Single-Family Homes, and the selection and distribution of floor plans and elevations, shall be determined by Developer. Such homes shall be designed in general accordance with the mountain-style architectural character contemplated by this Agreement and shall comply with applicable objective County design and construction standards.

(b) Luxury Townhomes. If constructed, Luxury Townhomes shall consist of attached residential dwelling units and shall be designed in general accordance with the mountain-style architectural character contemplated by this Agreement. The configuration, floor plans, elevations, materials, and distribution of Luxury Townhomes shall be determined by Developer, subject to the maximum number established by Section 4.2 and applicable objective County design and construction standards.

(c) Design Compliance. Each Residential Product Type actually constructed shall comply with the objective design and construction standards applicable to that Residential Product Type under the County Code and this Agreement. The architectural descriptions, renderings, elevations, and other illustrative materials contained in this Agreement or the Conceptual Plan express the intended general character of the Project but shall not independently impose a specific architectural element, material, floor plan, elevation, unit size, or design requirement unless expressly identified as mandatory in an operative

provision of this Agreement. If any inconsistency exists, the operative provisions of this Agreement shall control.

(d) Development Adjustments. Developer may adjust lot dimensions, dwelling sizes, building footprints, elevations, lot configurations, roadway alignments, and the location and distribution of Residential Product Types through the preliminary and final plat, engineering, and permit-approval processes without amending this Agreement. Any such adjustment shall be approved administratively if it: (i) complies with applicable objective development standards; (ii) does not increase the maximum density authorized by Section 4.2; and (iii) does not authorize a Residential Product Type not approved by Section 4.2. No adjustment to the number, proportion, location, sequence, or phasing of approved Residential Product Types shall constitute a material modification requiring an amendment if it remains within the Project-wide limitations of Section 4.2.

(e) Housing Mix Within Project Phases. Each preliminary and final plat application shall identify the number and Residential Product Types proposed within the applicable phase. No phase shall be required to contain a particular number, proportion, or mix of Residential Product Types, and approval of a phase shall not be conditioned upon proportional development of the Project-wide housing mix. Developer may determine the sequence in which the Residential Product Types are developed, subject to the Project-wide limitations established by Section 4.2.

(f) Compliance With Project-Wide Maximums. The County may withhold approval only of a dwelling unit, plat, or phase that would cause the Project to exceed the maximum total dwelling-unit count or the maximum number of Luxury Townhomes authorized by Section 4.2. If Developer elects to construct the maximum authorized two hundred seventy (270) dwelling units, the final residential approvals shall reflect not fewer than ninety-six (96) detached Executive or Signature Single-Family Homes, in any proportion determined by Developer.

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

~~The Residential Product Types shall satisfy the following requirements:~~

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

~~**(b) Luxury Townhomes.** The townhome product within the development shall consist of attached, two-story residential dwelling units designed to a luxury standard of finish and architectural quality. The units shall feature mountain-style architecture incorporating elements such as stone, accents, pitched rooflines, and complementary exterior materials and color palette intended to harmonize with the surrounding natural setting and to present a cohesive, high-quality streetscape. The architectural design,~~

~~materials, and elevations are intended to create an attractive, premium residential offering that appeals to discerning homebuyers while remaining consistent with the character of the community and the applicable design standards of the County.~~

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

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

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

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

4.4 Community Landscaping, Signage, and Buffers.

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

4.5 Construction-Phase Commitments.

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

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

As a material public benefit supporting the approved reduction in the commercial allocation, and as further described in Section 6.1, Developer shall provide the Open Space System and the TC Area Improvements expressly described in this Section 4.6. Sections 4.6 and 6.1 describe the same Open Space System and shall not be construed to establish separate, additional, or cumulative park, trail, open-space, infrastructure, or dedication obligations. Developer shall have no obligation to construct, fund, dedicate, or provide any improvement benefiting the broader TC area except as expressly required by this Agreement.

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

Developer shall provide an aggregate of not less than ten (10) acres of parks, trails, landscaped areas, pedestrian connections, and open space within the Project (collectively, the “Open Space System”). The Open Space System is anticipated to consist of: (i) approximately six (6) acres of publicly accessible park and trail areas, including the local park and Cottonwood Creek Trail corridor, in the general locations depicted on the Conceptual Plan and as further described in Section 6.1 (collectively, the “Local Park and Trail Areas”); and (ii) approximately four (4) acres of common open space, landscaped areas, and pedestrian connections distributed throughout the Project for the benefit of Project residents (collectively, the “Neighborhood Open Space”).

The foregoing six-acre and four-acre allocations are approximate planning estimates and may be adjusted by Developer through the preliminary plat, final plat, engineering, and permit-approval processes without amending this Agreement, provided that the Open Space System contains not less than ten (10) acres in the aggregate. Parks, pocket parks, trails, sidewalks, landscaped areas, pedestrian connections, and other qualifying Project Amenities required by Article 5 and located within the Open Space System shall count toward satisfaction of the ten-acre aggregate requirement and shall not create any separate or additional acreage obligation.

The Open Space System is intended to function as an integrated network of active and passive open space serving the Project and, with respect to the publicly accessible portions, the broader TC area. The specific boundaries, locations, configurations, and dimensions of the components of the Open Space System shall be established through the preliminary and final plat processes, subject to the aggregate acreage requirement and the express requirements of this Agreement.

(b) TC Area Improvements.

In addition to the Open Space System, Developer shall provide only those roadway, access, utility, and water improvements and dedications expressly described in subsections (b)(1) through (b)(4) below (collectively, the “TC Area Improvements”). No note, alignment, dimension, illustration, or other detail shown solely in the Conceptual Plan or another Exhibit shall independently require Developer to construct, fund, dedicate, or provide any additional TC Area Improvement.

(1) Roadway and Access Improvements.

Developer shall design and construct the roadway and access improvements located within the Property or expressly identified in this Agreement as Developer’s obligation. Such improvements shall be designed to provide vehicular and pedestrian circulation for the Project and connectivity to the broader TC area in general accordance with the Conceptual Plan.

Developer shall dedicate such right-of-way within the Property along Old Highway Road as is reasonably necessary for the roadway and access improvements expressly required to serve the Project. The specific location,

configuration, and dimensions of the right-of-way and roadway improvements shall be established through the preliminary and final plat processes.

Developer shall not be required to acquire any interest in property owned by a third party or to construct, fund, or dedicate any off-site roadway, access, or pedestrian improvement unless that obligation is expressly stated in this Agreement or is subsequently accepted by Developer in a separate written agreement.

(2) Reciprocal and Cross-Access.

Developer shall provide such reciprocal or cross-access easements over portions of the Property then owned or controlled by Developer as are reasonably necessary to provide access to and from the Project and as are expressly required through the preliminary or final plat process. Such easements may, as applicable, provide connections to adjacent parcels, including parcels currently owned by Cottonwood Meadows Holdings, Soderby LTD, Bonnie W. Brown, Bar-Z Investments, and Village at Trappers Loop LLC.

The location, configuration, scope, and terms of each easement shall be established through a mutually acceptable written access, reciprocal-access, or exchange agreement. Developer shall not be required to obtain an easement over property owned by a third party, convey access rights without reasonably appropriate reciprocal rights or other consideration, incur costs to satisfy another property owner's access obligations, or guarantee that an adjacent property owner will grant or maintain corresponding access rights.

(3) Utility Infrastructure and Additional Capacity.

Developer shall, at its cost, design and construct the utility infrastructure reasonably necessary to serve the Project in accordance with applicable law and the requirements of the applicable utility providers. Except to the extent independently required by applicable law or a generally applicable utility-provider requirement as a condition of providing service to the Project, Developer shall not be required under this Agreement to oversize, extend, or otherwise expand utility infrastructure beyond that reasonably necessary to serve the Project.

If a utility provider requires infrastructure to be oversized or extended to provide capacity for property outside the Project, the incremental cost attributable to the additional capacity or extension shall be subject to a reimbursement, credit, recapture, cost-sharing, or other cost-recovery mechanism established under applicable law, an applicable utility-provider policy, or a separate written agreement acceptable to Developer.

If the County requests capacity or infrastructure beyond that required by applicable law, the County Code, generally applicable County standards, approved plans, conditions of approval, or applicable utility-provider requirements, Developer shall have no obligation to provide the additional capacity or infrastructure unless Developer and the County first enter into a separate written agreement, approved by the County Commission, identifying the additional work and providing for reimbursement, credits, cost sharing, or another cost-recovery mechanism acceptable to Developer.

(4) Water Rights and Share Dedication.

Developer shall dedicate or convey to the applicable culinary-water and secondary-water providers only those water rights or water shares legally required to serve the Project, in the quantities and through the mechanisms required by the applicable provider and applicable Utah law. The specific water rights, water shares, and dedication mechanisms shall be established in coordination with the applicable provider under its generally applicable water-dedication and share-requirement policies.

Nothing in this subsection requires Developer to dedicate water rights or water shares attributable to property outside the Project, reserve capacity for future development outside the Project, or provide water rights or water shares in excess of those legally required to serve the Project.

(c) Shared Open Space and Regional Trail Connectivity.

The publicly accessible open-space, trail, and pedestrian improvements provided by Developer under this Agreement, including the Cottonwood Creek Trail, trailhead, and related improvements described in Section 6.1, are intended to provide connectivity benefiting the Project and the broader Mountain Green community and TC area.

Developer shall reasonably cooperate with the County in coordinating the locations and configurations of such improvements so they may connect to future development and public open space within the TC area. Such cooperation shall not require Developer to acquire an interest in third-party property; construct, fund, secure, or complete an improvement outside the Property; relocate an improvement after approval or construction; incur any material additional cost; or assume responsibility for an improvement not expressly required by this Agreement. The statements of intent contained in this subsection shall not create an affirmative obligation beyond Developer's express obligations under this Agreement.

(d) Ownership; Public Access; Maintenance.

The Open Space System shall be owned and maintained by Developer or one or more Owners Associations. Developer shall be responsible for the maintenance of each applicable portion of the Open Space System only until ownership or maintenance responsibility for that portion is transferred to an Owners Association in accordance with the CC&Rs and this Agreement. Following such transfer, Developer shall have no continuing responsibility or liability for the maintenance, repair, or replacement of that portion, except to the extent arising from Developer's acts or omissions occurring before the transfer.

The Local Park and Trail Areas shall remain open and accessible to the public as expressly required by this Agreement, subject to the reasonable rules, temporary closures, access controls, and other protections authorized by Section 5.1(d). The Cottonwood Creek Trail shall be subject to the Trail Easement expressly required by Section 6.1. No other portion of the Open Space System shall be subject to a recorded public-access easement unless such an easement is expressly required by another provision of this Agreement or is subsequently approved by Developer and the County in a mutually acceptable written instrument.

The CC&Rs shall authorize the applicable Owners Associations to levy assessments sufficient to fund the operation, maintenance, repair, and replacement obligations assumed by those Owners Associations. Neither public access nor public use shall obligate the County to own, operate, maintain, repair, or replace any portion of the Open Space System unless the County expressly assumes such responsibility under a separate written agreement.

(e) Completion and Phasing.

Developer shall substantially complete the applicable portions of the Open Space System in accordance with the amenity phasing and completion schedule expressly established by Section 5.2 and the approved final plat for the phase containing those improvements. Neighborhood Open Space located within an individual phase shall be completed or financially assured in accordance with Section 10.3, applicable law, and the approved final plat for that phase.

The Conceptual Plan establishes the general development framework for the Open Space System but does not independently establish a binding phasing boundary, construction sequence, or completion deadline. Adjustments to the locations, configurations, dimensions, or phasing of the Open Space System may be approved through the

preliminary and final plat processes without amending this Agreement, provided that the adjustments comply with the express aggregate acreage, improvement, public-access, and completion requirements established by this Agreement.

(f) County Acknowledgments and Findings.

The County acknowledges and finds that the Open Space System and the TC Area Improvements: (i) constitute substantial and material public benefits to the TC zone and the Mountain Green community; (ii) meet or exceed the open-space, amenity, and community-design requirements of Morgan County Code §§ 155.265 through 155.270 applicable to the Project; (iii) with respect to the Local Park and Trail Areas, provide publicly accessible recreational amenities and trail connectivity serving the Project and the broader TC area; (iv) with respect to the Neighborhood Open Space, implement the open-space, landscaping, pedestrian-connectivity, and walkability objectives of the TC zone; (v) with respect to the TC Area Improvements, provide the infrastructure and connectivity expressly negotiated and agreed upon by the Parties for the Project; (vi) together with the Commercial Parcel, residential development program, Project Amenities, and other obligations expressly imposed upon Developer by this Agreement, fully satisfy the County's requests and objectives concerning the matters addressed by this Agreement; and (vii) constitute good and valuable consideration for the vested rights, reduced commercial allocation, and other approvals granted to Developer under this Agreement.

Accordingly, except for the obligations expressly stated in this Agreement, Developer shall not be required to provide additional or different parks, trails, open space, infrastructure, roadway improvements, access rights, utility capacity, water rights, dedications, amenities, or other public benefits as a condition of any Project plat, permit, certificate, or other approval. Any such additional or materially different obligation shall require Developer's written consent and an amendment to this Agreement or a separate written agreement executed by Developer and approved by the County Commission.

(g) Costs; Credits; Cost Recovery.

Except as otherwise expressly provided in this Agreement, Developer shall bear the cost of the Open Space System and those TC Area Improvements reasonably necessary to serve the Project. Developer shall not be responsible under this Agreement for the incremental cost of oversized, extended, or additional infrastructure intended to provide capacity or service for property outside the Project unless Developer agrees otherwise in a separate written agreement providing for reimbursement, credits, recapture, cost sharing, or another cost-recovery mechanism acceptable to Developer.

Nothing in this Section waives or limits any impact-fee credit, reimbursement, recapture, contribution, connection-fee recovery, or other cost-recovery right that may be available to Developer under applicable law, an applicable utility-provider policy, or a separate agreement. Developer shall not be entitled to duplicate recovery of the same cost from more than one source.

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

As a further material public benefit supporting the approved reduction in the commercial allocation, in addition to the trail improvements described in Section 6.1, Developer shall provide certain roadway, access, utility, water, and open space improvements and dedications that are designed and sized to serve not only the Project but also the broader TC area as set forth in the Conceptual Plan attached hereto as **Exhibit B**, thereby supporting the orderly, coordinated development of the TC area as a connected and cohesive district. Except as otherwise expressly provided in this Agreement, including the cost recovery provisions applicable to oversized utility infrastructure set forth in subsection (c) below, the

improvements described in Section 4.6 shall be designed and constructed by Developer at Developer's sole cost and expense.

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

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

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

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

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

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

4.7 Neighborhood Commercial Parcel.

(a) Commercial Parcel. As a material component of the Project and the approved development program, the Project shall include not less than two and one-half (2.5) acres of land within the Town Center zoning district designated for neighborhood commercial use (the “Commercial Parcel”). The Commercial Parcel shall be located adjacent to the FD Parcel described in Section 6.3 and shall have frontage along Old Highway Road, in the general location depicted on the Conceptual Plan attached as Exhibit B.

The specific boundaries, configuration, dimensions, and legal description of the Commercial Parcel shall be established by Developer through the applicable preliminary and final plat processes. Developer may adjust those matters without amending this Agreement, provided that the Commercial Parcel contains not less than 2.5 acres and remains generally consistent with the location and purpose established by this Section. No note, dimension, boundary, configuration, or other detail shown solely on the Conceptual Plan or another Exhibit shall independently impose an additional requirement upon the Commercial Parcel.

(b) Permitted Uses; Compliance with TC Zone. The Commercial Parcel may be developed with any commercial use permitted within the TC Zone under the County Code and the vested rights established by this Agreement. Development and operation of a use upon the Commercial Parcel shall comply with the objective requirements applicable to that use under the TC Zone, including the Town Center Design Standards set forth in §§ 155.265 through 155.270 of the County Code and generally applicable signage, access, and off-street parking requirements.

The specific commercial use or uses to be developed upon the Commercial Parcel are not determined by this Agreement and shall be established through the site-plan, subdivision, building-permit, and other approval processes applicable to the proposed use. Neither Developer nor a successor owner is obligated to develop any particular commercial use, building, floor area, development intensity, or business upon the Commercial Parcel. No amendment to this Agreement shall be required to seek approval of a commercial use otherwise permitted within the TC Zone.

A mixed-use or residential use may be developed upon the Commercial Parcel only if authorized by the County Code and approved through an amendment to this Agreement addressing the continued satisfaction of the Project’s commercial component and the dwelling-unit and Residential Product Type limitations established by Section 4.2. No dwelling unit may be developed upon or allocated to the Commercial Parcel unless expressly authorized by such an amendment.

(c) Creation and Pad-Ready Condition. Developer shall create the Commercial Parcel as a separate legal lot through a recorded final plat at the time selected by Developer, but not later than Developer’s conveyance of the Commercial Parcel to a third party. In connection with the final plat creating the Commercial Parcel, Developer shall complete or provide improvement completion assurance for the pad-ready improvements expressly described in this subsection.

For purposes of this Agreement, “pad-ready” means only that: (i) the Commercial Parcel has been rough graded in general accordance with the approved grading and construction plans; (ii) culinary water, sanitary sewer, and dry-utility service connections have been extended or stubbed to the boundary of the Commercial Parcel in the

locations and capacities shown on the approved utility plans; (iii) a stormwater connection point or other stormwater facilities required for the Commercial Parcel have been provided in accordance with the approved stormwater plans; and (iv) legally sufficient vehicular access to the Commercial Parcel has been provided or financially assured in accordance with subsection (d). The utility connections provided by Developer shall be sized for the reasonably anticipated commercial development of the Commercial Parcel reflected in the approved utility plans. Developer shall not be required to size utility infrastructure to accommodate every use or the most intensive use potentially permitted within the TC Zone. Any additional utility capacity, extension, upgrade, relocation, or improvement required by a future owner's particular use, building, site plan, or development intensity shall be the sole responsibility of the party undertaking that development.

"Pad-ready" does not mean finished-grade, building-ready, or construction-ready and does not constitute a representation or warranty by Developer concerning the Commercial Parcel's suitability for any particular use, building, tenant, development intensity, foundation system, or construction method. Except for the pad-ready improvements expressly described above, all site-specific investigation, engineering, design, grading, excavation, remediation, utility improvements, permitting, and construction shall be the responsibility of the party undertaking vertical development.

Neither creation of the Commercial Parcel nor completion or assurance of the pad-ready improvements shall be a condition to approval, recordation, permitting, inspection, or occupancy of a residential phase that does not include or directly affect the Commercial Parcel.

(d) Access. The Commercial Parcel is intended to take direct vehicular access from Old Highway Road. The specific location and configuration of that access shall be established through the applicable preliminary plat, final plat, site-plan, and roadway-permitting processes and shall be subject to the approval of the applicable roadway authority. If the applicable roadway authority does not approve direct access from Old Highway Road in substantially the location contemplated by the Conceptual Plan, Developer may provide another legally sufficient means of access approved through the applicable plat, site-plan, or permitting process. A denial, relocation, restriction, or modification imposed by the applicable roadway authority shall not constitute a default by Developer or require an amendment to this Agreement. The Commercial Parcel shall not be required to take general vehicular access from or through the private residential street network. Nothing in this subsection prohibits pedestrian connections, utility connections, drainage connections, or emergency access between the Commercial Parcel and another portion of the Project. Any such connection shall be established by an easement or other instrument reasonably acceptable to the affected property owners.

(e) No Vertical-Development or Commercial-Operation Obligation. Developer shall not be obligated to construct a building or other vertical improvement upon the Commercial Parcel; design or obtain approval of a building; secure a purchaser, tenant, occupant, operator, or user; commence or complete commercial construction; open or operate a business; or achieve any level of commercial occupancy, sales, employment, or activity. The absence or timing of vertical development, a purchaser, tenant, occupant, operator, user, or commercial activity upon the Commercial Parcel shall not constitute a default under this Agreement. No residential plat, permit, inspection, certificate of occupancy, or other Project approval shall be withheld, denied, suspended, conditioned, or delayed because vertical commercial development has not commenced or been completed or because the Commercial Parcel is vacant or unoccupied. Any improvement completion assurance required under Section 10.3 or applicable law with respect to the Commercial Parcel shall extend only to the pad-ready improvements that Developer is expressly required to provide under subsection (c) and shall not extend to any building, vertical improvement, tenant improvement, or use-specific site improvement.

(f) Conveyance; Assignment; Release of Developer. Developer may sell, convey, ground lease, or otherwise transfer the Commercial Parcel to a third party at any time after the Commercial Parcel has been legally created. A sale, conveyance, ground lease, or other transfer of the Commercial Parcel shall constitute a sale or transfer in

the ordinary course of business under Section 12.3 and shall not require the County's consent. The transferee shall take the Commercial Parcel subject only to those obligations under this Agreement that expressly apply to the Commercial Parcel or its owner. Upon the transferee's written assumption of those obligations, Developer shall be released from obligations first arising with respect to the Commercial Parcel after the transfer. Developer shall remain responsible only for an accrued, uncured default existing before the transfer and any uncompleted pad-ready obligation that Developer has not assigned to and caused the transferee to assume. Following completion or financial assurance of the pad-ready improvements and transfer of the Commercial Parcel, the design, approval, construction, use, operation, maintenance, repair, and replacement of buildings and other vertical improvements upon the Commercial Parcel shall be the sole responsibility of the then-current owner or developer of the Commercial Parcel, and Developer shall have no continuing obligation or liability concerning those matters. This subsection controls over any inconsistent provision of Article 12.

(g) Preservation of Commercial Parcel. The Commercial Parcel shall not be reduced below 2.5 acres, eliminated from the Project, or converted to an exclusively residential use except through an amendment to this Agreement approved by Developer, the owner of the Commercial Parcel if different from Developer, and the County Commission. No dwelling unit authorized by Section 4.2 may be relocated to or constructed upon the Commercial Parcel without an amendment to this Agreement. No portion of the Commercial Parcel shall be counted toward satisfaction of the Open Space System required by Section 4.6.

(h) Exclusion from Owners Associations; Shared Facilities. The Commercial Parcel shall not be included within, or subject to the jurisdiction, governing documents, architectural review, or assessments of, an Owners Association established under Article 7. No Owners Association shall be required to own, operate, maintain, repair, or replace an improvement located upon the Commercial Parcel, and the owner of the Commercial Parcel shall not be required to contribute to the maintenance of a private residential roadway that does not provide access to or serve the Commercial Parcel. The owner, occupants, customers, employees, and invitees of the Commercial Parcel shall have no special or private right to use Project Amenities reserved for Project residents and their guests. They may use Public Amenities on the same terms and subject to the same rules applicable to members of the general public. If the Commercial Parcel shares a stormwater facility, utility facility, pedestrian connection, emergency access, or other improvement with another portion of the Project, Developer may record easements and maintenance or cost-sharing agreements allocating use rights and a reasonable proportionate share of operation, maintenance, repair, and replacement costs to the properties actually served by the shared improvement. No such agreement shall impose upon the Commercial Parcel a cost or obligation unrelated to a facility or service that benefits or serves the Commercial Parcel.

Only those obligations expressly applicable to the Commercial Parcel or its owner shall run with and bind the Commercial Parcel. No owner, tenant, occupant, or developer of the Commercial Parcel shall be responsible for an obligation relating exclusively to another portion of the Property merely because this Agreement is recorded against or runs with the Commercial Parcel. This subsection controls over any inconsistent general provision concerning successors, assigns, or covenants running with the Property.

(i) Satisfaction of Commercial Obligation; Public Benefit. Designation of the Commercial Parcel and Developer's completion or financial assurance of the pad-ready improvements required by subsection (c) shall fully satisfy Developer's obligation to provide the Project's neighborhood commercial component. Developer shall not be required to provide additional commercial acreage, construct a commercial building or use, guarantee commercial development or occupancy, or subsidize a purchaser, tenant, operator, or business.

The Commercial Parcel constitutes a material public benefit supporting approval of the Conceptual Plan, the Rezone, the reduced commercial allocation approved under § 155.266(D), and this Agreement. The County acknowledges and finds that the Commercial Parcel, by reason of its location adjacent to the FD Parcel, its frontage and intended access along Old Highway Road, and its relationship to existing and planned commercial areas

within the TC Zone, provides a site and opportunity for neighborhood commercial services and supports development of the broader TC area as a connected and cohesive district, regardless of whether or when vertical commercial development occurs.

4.7 Neighborhood Commercial Parcel.

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

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

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

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

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

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

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

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

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

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

(h) Public Benefit. The provision of the Commercial Parcel constitutes a material public benefit supporting approval of the Conceptual Plan, the Rezone, the reduction in the commercial allocation approved pursuant to § 155.266(D), and this Agreement. The County finds that the Commercial Parcel, by reason of its location adjacent to the FD Parcel, its direct access from Old Highway Road, and its

~~relationship to existing and planned commercial areas within the TC Zone, supports the development of the Town Center area as a connected and cohesive district and provides for neighborhood commercial services to residents of the Project and the surrounding Mountain Green community.~~

~~[Reserved].~~

4.8 [Reserved].

4.9 Short-Term Rental Prohibition.

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

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

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

4.10 Applicability of Town Center Development Standards

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

5. PROJECT AMENITIES

5.1 Project Amenities.

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

minimum development requirements and form part of the consideration supporting the approvals granted herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

1. the specific statutory amendment, repeal, or binding judicial decision constituting the Qualifying Change in Law;
2. the liability protection materially diminished or eliminated;
3. the resulting material increase in potential liability; and

4. the access restrictions or closure the Trail Owner believes are reasonably necessary in response.

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

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

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

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

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

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

(xi) Covenant Running with the Land. The public-access obligation and the provisions of this subsection shall run with the land and bind the Developer, each applicable owner's

association, each Trail Owner, and their respective successors and assigns. A temporary suspension or restriction authorized by this subsection shall not extinguish the public-access obligation or remove the covenant from the Property.

5.2 Amenity Phasing and Completion Schedule.

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

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

1. the community clubhouse, including the kitchen, dining and gathering area, weight room, and restroom facilities;
2. the hot tub;
3. both pickleball courts, including the publicly accessible pickleball court;
4. the principal tot lot/playground;
5. the covered pavilion and picnic facilities;
56. the large grassed community park and required shade trees;
7. the Cottonwood Creek Trail and trailhead;
8. the public parking required to serve the clubhouse, trailhead, and publicly accessible pickleball court; and
9. all landscaping, irrigation, sidewalks, pedestrian connections, utilities, and other improvements necessary for the foregoing amenities to be complete, functional, accessible, and available for their intended use.

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

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

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

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

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

5.3 No Substitution Without Approval.

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

5.4 Aviation Easement.

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

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

6.1 Park, Trail, and Open Space Improvements.

Developer shall design, construct, and install the Open Space System described in Section 4.6(a), consisting of the Local Park and Trail Areas and the Neighborhood Open Space, in the general locations depicted on Exhibit B, subject to the adjustment and approval provisions of Sections 1.3 and 4.6(a). The specific boundaries, locations, configurations, dimensions, and allocation of acreage among the components of the Open Space System shall be established through the preliminary plat, final plat, engineering, and permit-approval processes without amending this Agreement, provided that the Open Space System contains not less than ten (10) acres in the aggregate.

Improvements within the Local Park and Trail Areas shall include a six-foot (6') wide asphalt pedestrian trail along the Cottonwood Creek corridor, substantially in the location depicted on Exhibit F (the "Cottonwood Creek Trail"), together with a trailhead providing access from Old Highway Road, a reasonable number of benches and shaded resting areas, directional and public-access signage, and the portion of the public parking required by Section 5.1 allocated through the applicable plat or site-plan approval to serve the trailhead. The final alignment and configuration of the Cottonwood Creek Trail, trailhead, and related improvements may be refined through the preliminary plat, final plat, engineering, and permit-approval processes without amending this Agreement, provided that their intended function and required public access are not materially reduced.

The Open Space System described in Sections 4.6(a) and 6.1 constitutes a single obligation of not less than ten (10) acres in the aggregate. The parks, pocket parks, trails, trailhead, sidewalks, landscaped areas, pedestrian connections, benches, shaded resting areas, signage, and other qualifying Project Amenities located within the Open Space System shall be components of that single obligation and shall not establish separate, additional, or cumulative acreage or improvement obligations. Parking or another improvement shall count toward the ten-acre aggregate acreage requirement only to the extent it qualifies as open space under the County Code and the approved open-space plan. Nothing in this Agreement shall be construed to require Developer to provide parks, trails, or open space in excess of the Open Space System except to the extent an additional obligation is expressly and specifically stated elsewhere in this Agreement.

The Cottonwood Creek Trail, trailhead, and related improvements shall remain privately owned and, except as authorized by Section 5.1(d), shall remain open and accessible to the general public. Developer shall own, operate, maintain, repair, and replace those improvements only until ownership or maintenance responsibility is transferred to the applicable Owners Association in accordance with the CC&Rs and this Agreement. Following that transfer, the applicable Owners Association shall own, operate, maintain, repair, and replace the improvements, and Developer shall have no continuing responsibility or liability for them except to the extent arising from Developer's acts or omissions occurring before the transfer. Neither public access nor public use shall require the County to own, operate, maintain, repair, or replace the Cottonwood Creek Trail, trailhead, or related improvements.

At or before recordation of the first final plat that includes or directly affects the Cottonwood Creek Trail, Developer shall record a permanent public-access easement over the final approved alignment of the Cottonwood Creek Trail (the "Trail Easement"). The Trail Easement shall be in a recordable form reasonably and mutually acceptable to Developer and the County, with its form subject to reasonable review by the County Attorney. It shall provide for public pedestrian access to the Cottonwood Creek Trail and access by Developer and the applicable Owners Association reasonably necessary to operate, maintain, repair, and replace the trail and related improvements. The final legal description of the Trail Easement may reflect refinements to the alignment depicted on Exhibit F approved through the platting, engineering, and permit-approval processes.

Recording the Trail Easement shall not be a condition to approval or recordation of any final plat that does not include or directly affect the Cottonwood Creek Trail. Timely recording of the mutually acceptable Trail Easement is a material obligation under this Agreement. Developer's failure to record the Trail Easement by the deadline established above shall constitute a default only after written notice and expiration of the applicable cure period under Section 13.7.

Construction of the Cottonwood Creek Trail and recording of the Trail Easement constitute material public benefits supporting approval of the Conceptual Plan, the Rezone, the reduced commercial allocation, and this Agreement.

6.1 Park, Trail, and Open Space Improvements.

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

6.1 Trail Open Space Dedication.

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

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

~~Before recordation of the first final plat affecting the Cottonwood Creek Trail, Developer shall record a permanent public access easement over Cottonwood Creek Trail (“Trail Easement”) as shown on Exhibit F in a form reasonably and mutually acceptable to the Parties, including the County Attorney and recordable against the Property, sufficient to provide for public access to and maintenance of the Cottonwood Creek Trail. Recording the mutually acceptable Trail Easement is a material obligation under this Agreement and failure to record the Trail Easement as required under this Section 6.1 shall constitute a material default under this Agreement.~~

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

6.2 Ownership and Maintenance of Cottonwood Creek Trail.

Until ownership or maintenance responsibility is transferred to an Owners Association in accordance with the CC&Rs and this Agreement, Developer shall own, operate, maintain, repair, and replace the Cottonwood Creek Trail, trailhead, and related trail improvements. Upon such transfer, the applicable Owners Association shall assume those obligations, and Developer shall have no continuing responsibility or liability for the trail, trailhead, or related improvements except to the extent arising from Developer’s acts or omissions occurring before the transfer.

The then-current owner or party responsible for maintenance of the Cottonwood Creek Trail shall perform its obligations at no cost or expense to the County. Neither public access nor public use shall obligate the County to own, operate, maintain, repair, or replace the Cottonwood Creek Trail, trailhead, or related improvements unless the County expressly assumes such responsibility through a separate written agreement under Section 5.1(d)(x).

The Cottonwood Creek Trail shall remain open and accessible to the general public, subject to the reasonable rules, hours, temporary closures, access restrictions, and other protections authorized by Section 5.1(d). The public-access obligation is based, in part, upon the liability protections afforded to private property owners under the Protection Statutes defined in Section 5.1(d). If a Qualifying Change in Law occurs, the then-current Trail Owner may exercise the notice, temporary-suspension, access-restriction, meet-and-confer, and other rights expressly established by Section 5.1(d).

Nothing in this Section expands the ownership, maintenance, public-access, indemnification, insurance, or liability obligations established elsewhere in this Agreement. If a conflict exists between this Section and Section 5.1(d), Section 5.1(d) shall control with respect to public access, recreational-use liability, a Qualifying Change in Law, or a proposed transfer of responsibility to the County.

~~6.2 Maintenance of Cottonwood Creek Trail.~~

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

6.3 Fire Department Dedication.

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

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

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

(c) Conveyance; Title. The FD Parcel shall be conveyed to the County, Fire Department, or other County approved entity by Special Warranty Deed and in a condition sufficient to allow the FD Parcel to be lawfully and practically developed, accessed, operated, maintained, expanded, and continuously used as a fire station. Any title exceptions shall be subject to County's reasonable approval. Developer shall have no obligation to cure any title matter other than monetary liens required to be released at Closing and shall not be required to institute litigation, obtain third-party consents, acquire additional property interests, or incur costs to cure title. Developer shall not be required to provide title insurance. The FD Parcel identified in this Section 6.3 and depicted on Exhibit G shall be conveyed to the County in its then-existing, "AS IS, WHERE IS" condition, with all faults, without any representation or warranty by Developer concerning its physical condition, environmental condition, utility availability or capacity, suitability, or fitness for the County's intended use, except for any representation expressly stated in this Section 6.3. The County shall conduct such due diligence as it considers appropriate before accepting conveyance. Developer shall have no obligation to cure any deficiency; perform any investigation, remediation, grading, site preparation, or improvement; extend or provide utilities; or identify, acquire, dedicate, convey, or otherwise provide any substitute or alternative property. Developer's sole obligation

shall be to convey the FD Parcel in accordance with the express conveyance requirements of this Section 6.3. The County shall not unreasonably withhold, condition, or delay its acceptance of the FD Parcel. Under no circumstances shall Developer be required to identify, acquire, dedicate, convey, or otherwise provide any substitute or alternative parcel.

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

6.4 Tax Benefits.

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

7. CC&RS AND OWNER ASSOCIATION(S)

7.1 Establishment.

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

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

7.2 Amendment.

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

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

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

7.4 CC&Rs Consistent with Agreement.

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

8. VESTED RIGHTS AND LEGISLATIVE AUTHORITY

8.1 Vested Rights.

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

8.2 Reserved Legislative and Police Powers.

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

9. FURTHER APPROVALS

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

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

9.2 Timeliness.

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

10. PUBLIC IMPROVEMENTS, SUBDIVISION PHASING, AND WARRANTY

10.1 Construction of Public Improvements.

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

10.2 Inspection and Acceptance.

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

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

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

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

10.3 Improvement Completion Assurance.

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

10.4 Roadways.

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

10.5 Utilities.

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

10.6 Subdivision Phasing.

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

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

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

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

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

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

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

(g) **Commercial Parcel Phasing.** The creation, platting, and pad-ready preparation of the Commercial Parcel shall be governed exclusively by Section 4.7(c). Developer may create the Commercial Parcel as a separate legal lot through any final plat selected by Developer, but the Commercial Parcel shall be legally created before Developer conveys it to a third party. In connection with the final plat creating the Commercial Parcel, Developer shall complete or provide improvement completion assurance for the pad-ready improvements expressly required by Section 4.7(c). Creation of the Commercial Parcel and completion or assurance of the pad-ready improvements shall not be a condition to approval, recordation, permitting, inspection, or occupancy of a residential phase that does not include or directly affect the Commercial Parcel.

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

10.7 Improvement Warranty for Subdivisions — Utah State Code Compliance.

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

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

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

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

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

11. TERM AND MISCELLANEOUS PROVISIONS

11.1 Term.

This Agreement shall remain in effect for fifteen (15) years from the Effective Date unless terminated or amended in writing. The term may be extended by mutual written agreement of the Parties, subject to approval by the Morgan County Commission. Expiration or termination of this Agreement shall not release or extinguish any obligation, liability, default, enforcement right, or remedy that accrued before expiration or termination. All obligations intended by their nature or express terms to continue, including

obligations concerning public access, ownership and maintenance of private infrastructure and Project Amenities, Owners Association funding and reserves, land dedications, recorded easements and restrictions, warranties, indemnification, and enforcement of completed or continuing obligations, shall survive expiration or termination and remain binding upon the applicable parties and their successors and assigns.

11.2 County Fees.

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

11.3 Construction Standards.

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

11.4 Dedication of Public Infrastructure.

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

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

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

11.5 Final Plat Amendments.

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

12. ASSIGNMENT

12.1 Binding on Successors and Assigns.

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

12.2 Assignment by Developer.

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

12.3 Non-Assignment.

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

12.4 Obligations of Assignee.

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

13. GENERAL TERMS

13.1 Agreement to Run with the Land.

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

13.2 Severability.

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

13.3 No Third-Party Beneficiary.

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

13.4 Choice of Law and Venue.

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

13.5 Entire Agreement.

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

13.6 Notice.

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

Developer:

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

County:

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

Morgan County Clerk

48 W Young St,
PO Box 886
Morgan, UT 84050-9000
Email: _____

13.6.1 Effective Notice.

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

13.6.2 Change of Notice Address.

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

13.7 Default and Dispute Resolution.

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

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

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

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

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

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

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

13.8 Force Majeure.

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

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

13.9 Attorney's Fees.

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

13.10 No Waiver.

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

13.11 Amendment.

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

13.12 Mutual Drafting.

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

13.13 Further Actions and Instruments.

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

[Signatures appear on the following page]

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

DEVELOPER: BCP Development, LLC

By: _____

Name: Peter Evans

Title: Manager

STATE OF UTAH)

:ss

COUNTY OF _____)

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

Notary Public

Residing at: _____

My Commission Expires: _____

COUNTY: Morgan County

By: _____

Name: _____

Title: _____

STATE OF UTAH)

:ss

COUNTY OF _____)

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

Notary Public

Residing at: _____

My Commission Expires: _____

EXHIBIT A

Legal Description of the Property

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

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

Containing 43.15 acres, more or less.

EXHIBIT B

Conceptual -Plan and Narrative

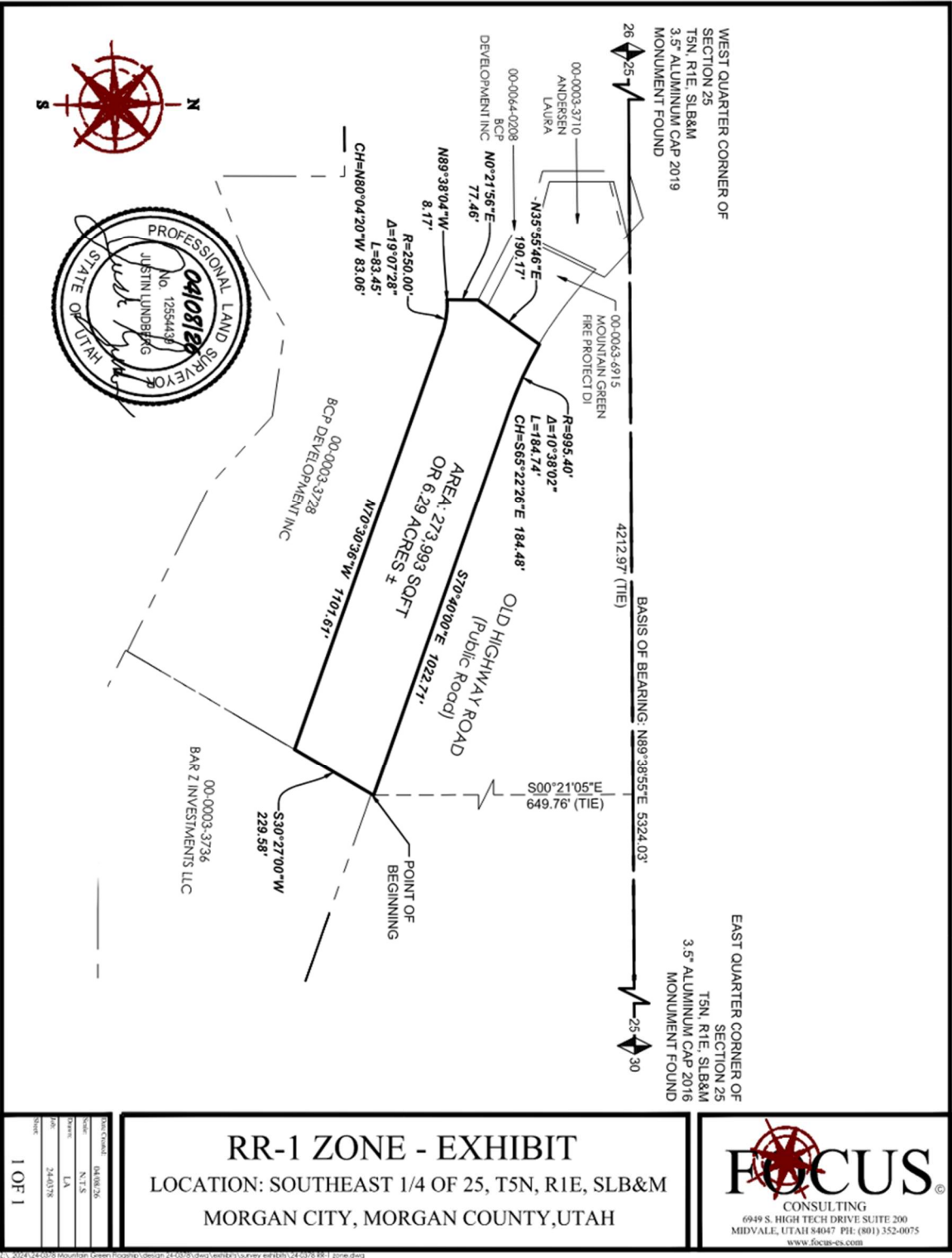
Public and Private Road Cross-Section Standards



CD-205

EXHIBIT D

Rezone Area Description and Depiction





**LEGAL DESCRIPTION
PREPARED FOR
BCP DEVELOPMENT INC
MORGAN CITY, UTAH**

April 7, 2026
24-0378
LA

RR-1 ZONE - LEGAL DESCRIPTION

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

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

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

Exhibit E (Reserved)

Exhibit F

Cottonwood Creek Trail Alignment and Trailhead

EXHIBIT G

Fire Department Parcel ("FD Parcel")

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

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

DEVELOPMENT AGREEMENT

EAGLE VISTA VILLAS

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

RECITALS

- A. Developer owns the Property as more fully described in **Exhibit A**. Developer represents that it is the sole legal and equitable owner of the Property.
- B. On April 21, 2026, the County Commission approved an amendment to Section 155.266 of the Morgan County Land Use Code ("**County Code**") and the Town Center Design Standards which will facilitate development of the Project.
- C. At the request of the Morgan County Commission and pursuant to § 155.266(B)(4) of the County Code, Developer and the owner of the adjacent Gardner Development Town Center property participated in preparing a Joint Conceptual Plan and Narrative ("Conceptual Plan") for the coordinated planning and development of their respective Town Center properties. The Gardner Development owner participated in the planning process and represented to the County Commission that it was working cooperatively with Developer and the County in preparing the Conceptual Plan. Following consideration at a duly noticed public meeting, the County Commission approved the Conceptual Plan as the County's coordinated planning framework by Ordinance CO 26-____ approving this Project. The approved Conceptual Plan is attached as Exhibit B and incorporated herein.
- D. The Developer also owns an adjacent parcel consisting of approximately 6.29 acres ("Rezone Area") that is currently zoned Rural Residential (RR-1) and is not presently located within the Town Center zoning district. At the request of the Morgan County Commission, the Developer agreed to include the adjacent parcel as part of the overall Project in order to provide a detached single-family residential transition between the Town Center development and surrounding development. To accomplish that objective, the Developer has applied to rezone the adjacent parcel from RR-1 to R1-8 (the "Rezone") as depicted on Exhibit D, which rezone is intended to be considered and approved contemporaneously with this Agreement as an integral component of the overall Project.

- E. The Parties acknowledge that the Conceptual Plan, the Rezone, the commercial-allocation reduction, and this Agreement are related components of the Project but are separate land-use actions subject to independent consideration and approval. Except for the effectiveness of the Rezone as an express condition precedent to the effectiveness of this Agreement, approval of one action is not conditioned upon approval of another.
- F. Upon approval, the County finds that the Project, including the approved Conceptual Plan, the Rezone, and this Agreement, is consistent with the Morgan County General Plan, the County Code, applicable Utah law, and the approvals granted concurrently herewith. The County further finds that the Project satisfies the requirements of § 155.266 of the County Code, including the findings necessary to approve the reduction in the commercial allocation.
- G. The County acknowledges that, throughout the preparation and negotiation of this Agreement and the Conceptual Plan, the County identified and communicated specific planning objectives, requested particular Project components and public benefits, and actively participated with Developer in several focused work sessions and negotiations concerning the Project's neighborhood commercial component, Open Space System (as defined in Section 4.6(a)), TC Area Improvements (as defined in Section 4.6(b)), and residential development. In reasonable reliance upon the County's requests and participation, Developer revised and agreed to the development program and commitments expressly set forth in this Agreement and the Conceptual Plan. The County acknowledges, finds, and agrees that those components, considered individually and as an integrated whole, fully satisfy the County's requests and objectives with respect to the matters addressed by this Agreement and implement the purposes and objectives of the Town Center ("TC") zone under Morgan County Code § 155.266, including the provision of neighborhood commercial services, parks, trails, open space, housing, and the orderly and coordinated development of the broader TC area as a connected and cohesive district. Accordingly, except for the obligations expressly stated in this Agreement, Developer shall not be required to provide additional or different commercial land, parks, trails, open space, residential products or housing mix, infrastructure, improvements, dedications, amenities, or other public benefits as a condition of any Project approval or permit. Any additional or materially different obligation shall require Developer's written consent and an amendment to this Agreement executed in accordance with its amendment provisions.
- H. The Parties further acknowledge that the Project includes not less than 2.5 acres of land within the Town Center zoning district designated for neighborhood commercial development, located adjacent to the parcel to be dedicated for a future fire station and taking direct access from Old Highway Road, and that this commercial component is a material and negotiated element of the Project and of the approvals granted concurrently herewith.
- I. This Agreement is entered into pursuant to the County Land Use, Development, and Management Act, Utah Code Title 17, Chapter 79 (the "Act").
- J. Developer and County have cooperated in the preparation of this Agreement.
- K. The Parties understand and intend that this Agreement constitutes a "development agreement" as defined in § 17-79-102(20)(a) of the Act and is entered into pursuant to § 17-79-508 of the Act, each as amended or renumbered from time to time.
- L. The proposed development of the Property is designed to further the goals and objectives of the County, provide public benefits, and implement the long-range planning vision of the General Plan. The provisions of this Agreement are intended to promote public health, safety, and welfare and advance the policies of the County pursuant to County Code § 155.530.
- M. Developer and County enter into this Agreement to define certain standards, clarify expectations, and establish enforceable commitments associated with the development of the Property and Project.

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

AGREEMENT

1. INCORPORATION OF RECITALS AND EXHIBITS

1.1 Incorporation.

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

1.2 Conceptual Plan.

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

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

1.3 Order of Precedence.

If any conflict or inconsistency exists between the operative provisions of this Agreement and the Conceptual Plan, renderings, plans, or other Exhibits, the operative provisions of this Agreement shall control, except where this Agreement expressly provides that a specifically identified Exhibit provision controls. The Conceptual Plan establishes the approved general development framework for the Project. Except for a standard, quantity, public benefit, deadline, improvement, dedication, or other commitment specifically identified as mandatory in an operative provision of this Agreement, the notes, renderings, dimensions, alignments, lot configurations, phasing boundaries, and other details shown in the Exhibits are conceptual and illustrative and may be refined through the preliminary plat, final plat, engineering, and permit-approval processes without an amendment to this Agreement, provided that the refinement complies with applicable law and does not increase the maximum approved density, authorize an unapproved Residential Product Type, or materially reduce an obligation expressly imposed on Developer by this Agreement. General incorporation of an Exhibit does not, by itself, convert an illustrative detail into an independent obligation or limit the development flexibility expressly granted by this Agreement.

2. ZONING, PERMITTED USES, AND PLAT APPROVAL

2.1 Zoning and Permitted Uses.

The Property is currently zoned TC and Rural Residential (“RR-1”). The Property is also subject to the Town Center Design Standards set forth in §§ 155.265 through 155.270 of the County

Code. Following approval of the Rezone contemplated by this Agreement, the Property shall consist of TC and R1-8 zoning districts as shown on the approved exhibits.

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

2.2 Preliminary and Final Plats.

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

2.3 Completion Assurances.

Developer shall provide improvement completion assurance for all required public improvements in accordance with Land Use Code § 155.420 and as set forth in Section 10.3 of this Agreement. No third party, including lot purchasers, shall have rights as a third-party beneficiary under any improvement completion assurance.

2.4 Building Permits.

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

3. REZONE OF PORTION OF THE PROPERTY

3.1 Rezone Authorization and Agreement.

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

3.2 Independent Land-Use Action; Commercial Component.

The Conceptual Plan, the Rezone, and this Agreement are related components of the Project but constitute separate land-use actions, each subject to independent consideration and approval under applicable law. The reduced commercial allocation authorized under Morgan County Code § 155.266(D) is approved through this Agreement based upon the Commercial Parcel required by Section 4.7, the residential development program established by Section 4.2, the Open Space System, the TC Area Improvements, and the other public benefits expressly required by this Agreement. The commercial-allocation reduction does not require any separate or subsequent land-use approval after this Agreement is approved and becomes effective.

Approval of the Conceptual Plan shall not be a condition precedent to the County's consideration or approval of this Agreement or the commercial-allocation reduction, and approval of this Agreement or the commercial-allocation reduction shall not be a condition precedent to

consideration or approval of the Conceptual Plan. To the fullest extent permitted by applicable law, a delay in, challenge to, or failure to approve any such separate land-use action shall not, by itself, invalidate or impair another action that has been lawfully approved or any vested right arising from that approval.

Notwithstanding the foregoing, the Rezone becoming effective is the sole condition precedent to this Agreement becoming effective. Upon the effectiveness of the Rezone and this Agreement, the Commercial Parcel, the reduced commercial allocation, and the approved residential development program shall be governed exclusively by the express terms of this Agreement, and no additional commercial-allocation approval, sequencing requirement, or condition precedent shall be implied or imposed based upon the relationship among the Project approvals

3.3 Effect of Rezone.

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

3.4 Consistency with Approved Development.

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

3.5 Scope of Rezone.

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

3.6 Vesting.

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

4. APPROVED USE, DENSITY, AND DEVELOPMENT STANDARDS

4.1 Property Subject to Agreement.

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

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

Developer is authorized and vested with the right, but is not obligated, to develop and construct up to two hundred seventy (270) dwelling units within the Project. No more than one hundred seventy-four (174) of the dwelling units actually constructed may consist of Luxury Townhomes. If Developer elects to construct the maximum authorized two hundred seventy (270) dwelling units, not fewer than ninety-six (96) shall consist of detached Executive or Signature Single-Family Homes, in such proportions as Developer may determine. If Developer constructs fewer than two hundred seventy (270) dwelling units, Developer may determine the number and mix of

dwelling units, provided that the number of Luxury Townhomes does not exceed one hundred seventy-four (174).

Subject to the foregoing limitations and the approved Residential Product Types, Developer may adjust the number and mix of dwelling units without amending this Agreement. These limitations apply to the Project as a whole and do not establish a minimum total unit count, require the construction of any Luxury Townhomes, or require any individual phase to contain a particular unit count or housing mix. If an inconsistency exists between this Section and any unit count, allocation, tabulation, illustration, or narrative contained in the Conceptual Plan, this Section shall control.

The approved dwelling units shall consist only of the following residential product types (**“Residential Product Types”**):

- (a) Executive detached single-family homes;
- (b) Signature detached single-family homes; and
- (c) Luxury townhomes.

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

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

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

- (a) Due to the location, configuration, relationship to existing and planned commercial areas, circulation patterns, connectivity, and surrounding development patterns, strict application of the commercial allocation requirement would result in less cohesive Town Center development and could create isolated commercial areas not integrated with other commercial development;
- (b) The approved development pattern, together with the public benefits secured through this Agreement, provides a substantially greater and more durable benefit to the County and the Town Center area than strict compliance with the commercial allocation requirement;
- (c) Public benefits supporting the reduction include the measurable and enforceable public benefits secured by this Agreement, including, without limitation, dedication of land for a

future public fire station, regional trail connectivity and public trail dedications, enhanced recreational amenities, infrastructure and connectivity improvements, provision of diverse housing types including detached single-family residences, landscaping and buffering, and the additional public benefits described in Sections 4.3 through 4.8 and Article 5 of this Agreement.

4.3 Diversity of Housing Types.

Developer may construct any one or more of the Residential Product Types authorized by Section 4.2, in such numbers, proportions, locations, sequence, and phases as Developer determines, subject only to the Project-wide limitations expressly established by Section 4.2. Developer is not required to construct every Residential Product Type or to achieve any particular allocation or proportion among the Residential Product Types; provided, however, that if Developer elects to construct the maximum authorized two hundred seventy (270) dwelling units, the Project shall include the minimum number of detached Executive or Signature Single-Family Homes required by Section 4.2.

(a) Executive and Signature Single-Family Homes. If constructed, Executive and Signature Single-Family Homes shall consist of detached single-family residential dwelling units. The allocation between Executive and Signature Single-Family Homes, and the selection and distribution of floor plans and elevations, shall be determined by Developer. Such homes shall be designed in general accordance with the mountain-style architectural character contemplated by this Agreement and shall comply with applicable objective County design and construction standards.

(b) Luxury Townhomes. If constructed, Luxury Townhomes shall consist of attached residential dwelling units and shall be designed in general accordance with the mountain-style architectural character contemplated by this Agreement. The configuration, floor plans, elevations, materials, and distribution of Luxury Townhomes shall be determined by Developer, subject to the maximum number established by Section 4.2 and applicable objective County design and construction standards.

(c) Design Compliance. Each Residential Product Type actually constructed shall comply with the objective design and construction standards applicable to that Residential Product Type under the County Code and this Agreement. The architectural descriptions, renderings, elevations, and other illustrative materials contained in this Agreement or the Conceptual Plan express the intended general character of the Project but shall not independently impose a specific architectural element, material, floor plan, elevation, unit size, or design requirement unless expressly identified as mandatory in an operative provision of this Agreement. If any inconsistency exists, the operative provisions of this Agreement shall control.

(d) Development Adjustments. Developer may adjust lot dimensions, dwelling sizes, building footprints, elevations, lot configurations, roadway alignments, and the location and distribution of Residential Product Types through the preliminary and final plat, engineering, and permit-approval processes without amending this Agreement. Any such adjustment shall be approved administratively if it: (i) complies with applicable objective development standards; (ii) does not increase the maximum density authorized by Section 4.2; and (iii) does not authorize a Residential Product Type not approved by Section 4.2. No adjustment to the number, proportion, location, sequence, or phasing of approved Residential Product Types shall constitute a material modification requiring an amendment if it remains within the Project-wide limitations of Section 4.2.

(e) Housing Mix Within Project Phases. Each preliminary and final plat application shall identify the number and Residential Product Types proposed within the applicable phase. No phase shall be required to contain a particular number, proportion, or mix of Residential

Product Types, and approval of a phase shall not be conditioned upon proportional development of the Project-wide housing mix. Developer may determine the sequence in which the Residential Product Types are developed, subject to the Project-wide limitations established by Section 4.2.

(f) Compliance With Project-Wide Maximums. Solely for purposes of enforcing the Project-wide unit limitations in this Section, the County may withhold approval of a dwelling unit, plat, or phase that would cause the Project to exceed the maximum total dwelling-unit count or the maximum number of Luxury Townhomes authorized by Section 4.2. If Developer elects to construct the maximum authorized two hundred seventy (270) dwelling units, the final residential approvals shall reflect not fewer than ninety-six (96) detached Executive or Signature Single-Family Homes, in any proportion determined by Developer.

4.4 Community Landscaping, Signage, and Buffers.

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

4.5 Construction-Phase Commitments.

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

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

As a material public benefit supporting the approved reduction in the commercial allocation, and as further described in Section 6.1, Developer shall provide the Open Space System and the TC Area Improvements expressly described in this Section 4.6. Sections 4.6 and 6.1 describe the same Open Space System and shall not be construed to establish separate, additional, or cumulative park, trail, open-space, infrastructure, or dedication obligations. Developer shall have no obligation to construct, fund, dedicate, or provide any improvement benefiting the broader TC area except as expressly required by this Agreement.

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

Developer shall provide an aggregate of not less than ten (10) acres of parks, trails, landscaped areas, pedestrian connections, and open space within the Project (collectively, the "Open Space System"). The Open Space System is anticipated to consist of: (i) approximately six (6) acres of publicly accessible park and trail areas, including the local park and Cottonwood Creek Trail corridor, in the general locations depicted on the Conceptual Plan and as further described in Section 6.1 (collectively, the "Local Park and

Trail Areas”); and (ii) approximately four (4) acres of common open space, landscaped areas, and pedestrian connections distributed throughout the Project for the benefit of Project residents (collectively, the “Neighborhood Open Space”).

The foregoing six-acre and four-acre allocations are approximate planning estimates and may be adjusted by Developer through the preliminary plat, final plat, engineering, and permit-approval processes without amending this Agreement, provided that the Open Space System contains not less than ten (10) acres in the aggregate. Parks, pocket parks, trails, sidewalks, landscaped areas, pedestrian connections, and other qualifying Project Amenities required by Article 5 and located within the Open Space System shall count toward satisfaction of the ten-acre aggregate requirement and shall not create any separate or additional acreage obligation.

The Open Space System is intended to function as an integrated network of active and passive open space serving the Project and, with respect to the publicly accessible portions, the broader TC area. The specific boundaries, locations, configurations, and dimensions of the components of the Open Space System shall be established through the preliminary and final plat processes, subject to the aggregate acreage requirement and the express requirements of this Agreement.

(b) TC Area Improvements.

In addition to the Open Space System, Developer shall provide only those roadway, access, utility, and water improvements and dedications expressly described in subsections (b)(1) through (b)(4) below (collectively, the “TC Area Improvements”). No note, alignment, dimension, illustration, or other detail shown solely in the Conceptual Plan or another Exhibit shall independently require Developer to construct, fund, dedicate, or provide any additional TC Area Improvement.

(c) Roadway and Access Improvements.

Developer shall design and construct the roadway and access improvements located within the Property or expressly identified in this Agreement as Developer’s obligation. Such improvements shall be designed to provide vehicular and pedestrian circulation for the Project and connectivity to the broader TC area in general accordance with the Conceptual Plan.

Developer shall dedicate such right-of-way within the Property along Old Highway Road as is reasonably necessary for the roadway and access improvements expressly required to serve the Project. The specific location, configuration, and dimensions of the right-of-way and roadway improvements shall be established through the preliminary and final plat processes.

Developer shall not be required to acquire any interest in property owned by a third party or to construct, fund, or dedicate any off-site roadway, access, or pedestrian improvement unless that obligation is expressly stated in this Agreement or is subsequently accepted by Developer in a separate written agreement.

(d) Reciprocal and Cross-Access.

Developer shall provide such reciprocal or cross-access easements over portions of the Property then owned or controlled by Developer as are reasonably necessary to provide access to and from the Project and as are expressly required through the preliminary or final plat process. Such easements may, as applicable, provide connections to adjacent parcels, including parcels currently owned by Cottonwood Meadows Holdings, Soderby LTD, Bonnie W. Brown, Bar-Z Investments, and Village at Trappers Loop LLC.

The location, configuration, scope, and terms of each easement shall be established through a mutually acceptable written access, reciprocal-access, or exchange agreement. Developer shall not be required to obtain an easement over property owned by a third party, convey access rights without reasonably appropriate reciprocal rights or other consideration, incur costs to satisfy another property owner’s access

obligations, or guarantee that an adjacent property owner will grant or maintain corresponding access rights.

(e) Utility Infrastructure and Additional Capacity.

Developer shall, at its cost, design and construct the utility infrastructure reasonably necessary to serve the Project in accordance with applicable law and the requirements of the applicable utility providers. Except to the extent independently required by applicable law or a generally applicable utility-provider requirement as a condition of providing service to the Project, Developer shall not be required under this Agreement to oversize, extend, or otherwise expand utility infrastructure beyond that reasonably necessary to serve the Project.

If a utility provider requires infrastructure to be oversized or extended to provide capacity for property outside the Project, the incremental cost attributable to the additional capacity or extension shall be subject to a reimbursement, credit, recapture, cost-sharing, or other cost-recovery mechanism established under applicable law, an applicable utility-provider policy, or a separate written agreement acceptable to Developer.

If the County requests capacity or infrastructure beyond that required by applicable law, the County Code, generally applicable County standards, approved plans, conditions of approval, or applicable utility-provider requirements, Developer shall have no obligation to provide the additional capacity or infrastructure unless Developer and the County first enter into a separate written agreement, approved by the County Commission, identifying the additional work and providing for reimbursement, credits, cost sharing, or another cost-recovery mechanism acceptable to Developer.

(f) Water Rights and Share Dedication.

Developer shall dedicate or convey to the applicable culinary-water and secondary-water providers only those water rights or water shares legally required to serve the Project, in the quantities and through the mechanisms required by the applicable provider and applicable Utah law. The specific water rights, water shares, and dedication mechanisms shall be established in coordination with the applicable provider under its generally applicable water-dedication and share-requirement policies.

Nothing in this subsection requires Developer to dedicate water rights or water shares attributable to property outside the Project, reserve capacity for future development outside the Project, or provide water rights or water shares in excess of those legally required to serve the Project.

(g) Shared Open Space and Regional Trail Connectivity.

The publicly accessible open-space, trail, and pedestrian improvements provided by Developer under this Agreement, including the Cottonwood Creek Trail, trailhead, and related improvements described in Section 6.1, are intended to provide connectivity benefiting the Project and the broader Mountain Green community and TC area.

Developer shall reasonably cooperate with the County in coordinating the locations and configurations of such improvements so they may connect to future development and public open space within the TC area. Such cooperation shall not require Developer to acquire an interest in third-party property; construct, fund, secure, or complete an improvement outside the Property; relocate an improvement after approval or construction; incur any material additional cost; or assume responsibility for an improvement not expressly required by this Agreement. The statements of intent contained in this subsection shall not create an affirmative obligation beyond Developer's express obligations under this Agreement.

(h) Ownership; Public Access; Maintenance.

The Open Space System shall be owned and maintained by Developer or one or more Owners Associations. Developer shall be responsible for the maintenance of each applicable portion of the Open

Space System only until ownership or maintenance responsibility for that portion is transferred to an Owners Association in accordance with the CC&Rs and this Agreement. Following such transfer, Developer shall have no continuing responsibility or liability for the maintenance, repair, or replacement of that portion, except to the extent arising from Developer's acts or omissions occurring before the transfer.

The Local Park and Trail Areas shall remain open and accessible to the public as expressly required by this Agreement, subject to the reasonable rules, temporary closures, access controls, and other protections authorized by Section 5.1(d). The Cottonwood Creek Trail shall be subject to the Trail Easement expressly required by Section 6.1. No other portion of the Open Space System shall be subject to a recorded public-access easement unless such an easement is expressly required by another provision of this Agreement or is subsequently approved by Developer and the County in a mutually acceptable written instrument.

The CC&Rs shall authorize the applicable Owners Associations to levy assessments sufficient to fund the operation, maintenance, repair, and replacement obligations assumed by those Owners Associations. Neither public access nor public use shall obligate the County to own, operate, maintain, repair, or replace any portion of the Open Space System unless the County expressly assumes such responsibility under a separate written agreement.

(i) Completion and Phasing.

Developer shall substantially complete the applicable portions of the Open Space System in accordance with the amenity phasing and completion schedule expressly established by Section 5.2 and the approved final plat for the phase containing those improvements. Neighborhood Open Space located within an individual phase shall be completed or financially assured in accordance with Section 10.3, applicable law, and the approved final plat for that phase.

The Conceptual Plan establishes the general development framework for the Open Space System but does not independently establish a binding phasing boundary, construction sequence, or completion deadline. Adjustments to the locations, configurations, dimensions, or phasing of the Open Space System may be approved through the preliminary and final plat processes without amending this Agreement, provided that the adjustments comply with the express aggregate acreage, improvement, public-access, and completion requirements established by this Agreement.

(j) County Acknowledgments and Findings.

The County acknowledges and finds that the Open Space System and the TC Area Improvements: (i) constitute substantial and material public benefits to the TC zone and the Mountain Green community; (ii) meet or exceed the open-space, amenity, and community-design requirements of Morgan County Code §§ 155.265 through 155.270 applicable to the Project; (iii) with respect to the Local Park and Trail Areas, provide publicly accessible recreational amenities and trail connectivity serving the Project and the broader TC area; (iv) with respect to the Neighborhood Open Space, implement the open-space, landscaping, pedestrian-connectivity, and walkability objectives of the TC zone; (v) with respect to the TC Area Improvements, provide the infrastructure and connectivity expressly negotiated and agreed upon by the Parties for the Project; (vi) together with the Commercial Parcel, residential development program, Project Amenities, and other obligations expressly imposed upon Developer by this Agreement, fully satisfy the County's requests and objectives concerning the matters addressed by this Agreement; and (vii) constitute good and valuable consideration for the vested rights, reduced commercial allocation, and other approvals granted to Developer under this Agreement.

Accordingly, except for the obligations expressly stated in this Agreement, Developer shall not be required to provide additional or different parks, trails, open space, infrastructure, roadway improvements, access rights, utility capacity, water rights, dedications, amenities, or other public benefits

as a condition of any Project plat, permit, certificate, or other approval. Any such additional or materially different obligation shall require Developer's written consent and an amendment to this Agreement or a separate written agreement executed by Developer and approved by the County Commission.

(k) Costs; Credits; Cost Recovery.

Except as otherwise expressly provided in this Agreement, Developer shall bear the cost of the Open Space System and those TC Area Improvements reasonably necessary to serve the Project. Developer shall not be responsible under this Agreement for the incremental cost of oversized, extended, or additional infrastructure intended to provide capacity or service for property outside the Project unless Developer agrees otherwise in a separate written agreement providing for reimbursement, credits, recapture, cost sharing, or another cost-recovery mechanism acceptable to Developer.

Nothing in this Section waives or limits any impact-fee credit, reimbursement, recapture, contribution, connection-fee recovery, or other cost-recovery right that may be available to Developer under applicable law, an applicable utility-provider policy, or a separate agreement. Developer shall not be entitled to duplicate recovery of the same cost from more than one source.

4.7 Neighborhood Commercial Parcel.

(a) Commercial Parcel. As a material component of the Project and the approved development program, the Project shall include not less than two and one-half (2.5) acres of land within the Town Center zoning district designated for neighborhood commercial use (the "Commercial Parcel"). The Commercial Parcel shall be located adjacent to the FD Parcel described in Section 6.3 and shall have frontage along Old Highway Road, in the general location depicted on the Conceptual Plan attached as Exhibit B.

The specific boundaries, configuration, dimensions, and legal description of the Commercial Parcel shall be established by Developer through the applicable preliminary and final plat processes. Developer may adjust those matters without amending this Agreement, provided that the Commercial Parcel contains not less than 2.5 acres and remains generally consistent with the location and purpose established by this Section. No note, dimension, boundary, configuration, or other detail shown solely on the Conceptual Plan or another Exhibit shall independently impose an additional requirement upon the Commercial Parcel.

(b) Permitted Uses; Compliance with TC Zone. The Commercial Parcel may be developed with any commercial use permitted within the TC Zone under the County Code and the vested rights established by this Agreement. Development and operation of a use upon the Commercial Parcel shall comply with the objective requirements applicable to that use under the TC Zone, including the Town Center Design Standards set forth in §§ 155.265 through 155.270 of the County Code and generally applicable signage, access, and off-street parking requirements.

The specific commercial use or uses to be developed upon the Commercial Parcel are not determined by this Agreement and shall be established through the site-plan, subdivision, building-permit, and other approval processes applicable to the proposed use. Neither Developer nor a successor owner is obligated to develop any particular commercial use, building, floor area, development intensity, or business upon the Commercial Parcel. No amendment to this Agreement shall be required to seek approval of a commercial use otherwise permitted within the TC Zone.

A mixed-use or residential use may be developed upon the Commercial Parcel only if authorized by the County Code and approved through an amendment to this Agreement addressing the continued satisfaction of the Project's commercial component and the dwelling-unit and Residential Product Type limitations established by Section 4.2. No dwelling unit may be developed upon or allocated to the Commercial Parcel unless expressly authorized by such an amendment.

(c) Creation and Pad-Ready Condition. Developer shall create the Commercial Parcel as a separate legal lot through a recorded final plat at the time selected by Developer, but not later than Developer's conveyance of the Commercial Parcel to a third party. In connection with the final plat creating the Commercial Parcel, Developer shall complete or provide improvement completion assurance for the pad-ready improvements expressly described in this subsection.

For purposes of this Agreement, "pad-ready" means only that: (i) the Commercial Parcel has been rough graded in general accordance with the approved grading and construction plans; (ii) culinary water, sanitary sewer, and dry-utility service connections have been extended or stubbed to the boundary of the Commercial Parcel in the locations and capacities shown on the approved utility plans; (iii) a stormwater connection point or other stormwater facilities required for the Commercial Parcel have been provided in accordance with the approved stormwater plans; and (iv) legally sufficient vehicular access to the Commercial Parcel has been provided or financially assured in accordance with subsection (d). The utility connections provided by Developer shall be sized for the reasonably anticipated commercial development of the Commercial Parcel reflected in the approved utility plans. Developer shall not be required to size utility infrastructure to accommodate every use or the most intensive use potentially permitted within the TC Zone. Any additional utility capacity, extension, upgrade, relocation, or improvement required by a future owner's particular use, building, site plan, or development intensity shall be the sole responsibility of the party undertaking that development.

"Pad-ready" does not mean finished-grade, building-ready, or construction-ready and does not constitute a representation or warranty by Developer concerning the Commercial Parcel's suitability for any particular use, building, tenant, development intensity, foundation system, or construction method. Except for the pad-ready improvements expressly described above, all site-specific investigation, engineering, design, grading, excavation, remediation, utility improvements, permitting, and construction shall be the responsibility of the party undertaking vertical development.

Neither creation of the Commercial Parcel nor completion or assurance of the pad-ready improvements shall be a condition to approval, recordation, permitting, inspection, or occupancy of a residential phase that does not include or directly affect the Commercial Parcel.

(d) Access. The Commercial Parcel is intended to take direct vehicular access from Old Highway Road. The specific location and configuration of that access shall be established through the applicable preliminary plat, final plat, site-plan, and roadway-permitting processes and shall be subject to the approval of the applicable roadway authority. If the applicable roadway authority does not approve direct access from Old Highway Road in substantially the location contemplated by the Conceptual Plan, Developer may provide another legally sufficient means of access approved through the applicable plat, site-plan, or permitting process. A denial, relocation, restriction, or modification imposed by the applicable roadway authority shall not constitute a default by Developer or require an amendment to this Agreement. The Commercial Parcel shall not be required to take general vehicular access from or through the private residential street network. Nothing in this subsection prohibits pedestrian connections, utility connections, drainage connections, or emergency access between the Commercial Parcel and another portion of the Project. Any such connection shall be established by an easement or other instrument reasonably acceptable to the affected property owners.

(e) No Vertical-Development or Commercial-Operation Obligation. Developer shall not be obligated to construct a building or other vertical improvement upon the Commercial Parcel; design or obtain approval of a building; secure a purchaser, tenant, occupant, operator, or user; commence or complete commercial construction; open or operate a business; or achieve any level of commercial occupancy, sales, employment, or activity. The absence or timing of vertical development, a purchaser, tenant, occupant, operator, user, or commercial activity upon the Commercial Parcel shall not constitute a default under this Agreement. No residential plat, permit, inspection, certificate of occupancy, or other Project

approval shall be withheld, denied, suspended, conditioned, or delayed because vertical commercial development has not commenced or been completed or because the Commercial Parcel is vacant or unoccupied. Any improvement completion assurance required under Section 10.3 or applicable law with respect to the Commercial Parcel shall extend only to the pad-ready improvements that Developer is expressly required to provide under subsection (c) and shall not extend to any building, vertical improvement, tenant improvement, or use-specific site improvement.

(f) Conveyance; Assignment; Release of Developer. Developer may sell, convey, ground lease, or otherwise transfer the Commercial Parcel to a third party at any time after the Commercial Parcel has been legally created. A sale, conveyance, ground lease, or other transfer of the Commercial Parcel shall constitute a sale or transfer in the ordinary course of business under Section 12.3 and shall not require the County's consent. The transferee shall take the Commercial Parcel subject only to those obligations under this Agreement that expressly apply to the Commercial Parcel or its owner. Upon the transferee's written assumption of those obligations, Developer shall be released from obligations first arising with respect to the Commercial Parcel after the transfer. Developer shall remain responsible only for an accrued, uncured default existing before the transfer and any uncompleted pad-ready obligation that Developer has not assigned to and caused the transferee to assume. Following completion or financial assurance of the pad-ready improvements and transfer of the Commercial Parcel, the design, approval, construction, use, operation, maintenance, repair, and replacement of buildings and other vertical improvements upon the Commercial Parcel shall be the sole responsibility of the then-current owner or developer of the Commercial Parcel, and Developer shall have no continuing obligation or liability concerning those matters. This subsection controls over any inconsistent provision of Article 12.

(g) Preservation of Commercial Parcel. The Commercial Parcel shall not be reduced below 2.5 acres, eliminated from the Project, or converted to an exclusively residential use except through an amendment to this Agreement approved by Developer, the owner of the Commercial Parcel if different from Developer, and the County Commission. No dwelling unit authorized by Section 4.2 may be relocated to or constructed upon the Commercial Parcel without an amendment to this Agreement. No portion of the Commercial Parcel shall be counted toward satisfaction of the Open Space System required by Section 4.6.

(h) Exclusion from Owners Associations; Shared Facilities. The Commercial Parcel shall not be included within, or subject to the jurisdiction, governing documents, architectural review, or assessments of, an Owners Association established under Article 7. No Owners Association shall be required to own, operate, maintain, repair, or replace an improvement located upon the Commercial Parcel, and the owner of the Commercial Parcel shall not be required to contribute to the maintenance of a private residential roadway that does not provide access to or serve the Commercial Parcel. The owner, occupants, customers, employees, and invitees of the Commercial Parcel shall have no special or private right to use Project Amenities reserved for Project residents and their guests. They may use Public Amenities on the same terms and subject to the same rules applicable to members of the general public. If the Commercial Parcel shares a stormwater facility, utility facility, pedestrian connection, emergency access, or other improvement with another portion of the Project, Developer may record easements and maintenance or cost-sharing agreements allocating use rights and a reasonable proportionate share of operation, maintenance, repair, and replacement costs to the properties actually served by the shared improvement. No such agreement shall impose upon the Commercial Parcel a cost or obligation unrelated to a facility or service that benefits or serves the Commercial Parcel.

Only those obligations expressly applicable to the Commercial Parcel or its owner shall run with and bind the Commercial Parcel. No owner, tenant, occupant, or developer of the Commercial Parcel shall be responsible for an obligation relating exclusively to another portion of the Property merely because this Agreement is recorded against or runs with the Commercial Parcel. This subsection controls over any inconsistent general provision concerning successors, assigns, or covenants running with the Property.

(i) Satisfaction of Commercial Obligation; Public Benefit. Designation of the Commercial Parcel and Developer's completion or financial assurance of the pad-ready improvements required by subsection (c) shall fully satisfy Developer's obligation to provide the Project's neighborhood commercial component. Developer shall not be required to provide additional commercial acreage, construct a commercial building or use, guarantee commercial development or occupancy, or subsidize a purchaser, tenant, operator, or business.

The Commercial Parcel constitutes a material public benefit supporting approval of the Conceptual Plan, the Rezone, the reduced commercial allocation approved under § 155.266(D), and this Agreement. The County acknowledges and finds that the Commercial Parcel, by reason of its location adjacent to the FD Parcel, its frontage and intended access along Old Highway Road, and its relationship to existing and planned commercial areas within the TC Zone, provides a site and opportunity for neighborhood commercial services and supports development of the broader TC area as a connected and cohesive district, regardless of whether or when vertical commercial development occurs.

4.8 [Reserved].

4.9 Short-Term Rental Prohibition.

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

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

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

4.10 Applicability of Town Center Development Standards

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

5. PROJECT AMENITIES

5.1 Project Amenities.

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

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

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

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

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

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

(i) Applicability of Recreational Use Protections. The Parties acknowledge that the Developer’s agreement to construct, own, maintain, and permit public access to the trail system, including the Cottonwood Creek Trail (collectively, the “Trail System”), is based upon the liability protections afforded to private landowners under Utah Code Ann.

§§ 57-14-101 through 57-14-205 and § 57-14-401, as amended from time to time, together with any successor statutes or other laws providing substantially equivalent liability protections (collectively, the “Protection Statutes”). The Developer, any applicable Owners Association, and any successor owner of any portion of the Trail System are collectively referred to as the “Trail Owner.”

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

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

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

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

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

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

(vi) Meet and Confer. Within thirty (30) days after the County receives notice under subsection (v), the County and the Trail Owner shall meet and confer in good faith to determine whether public access may reasonably continue through revised operating rules, access restrictions, risk-management measures, transfer of ownership or

maintenance responsibility, an amendment to this Agreement, or another mutually acceptable arrangement. Neither Party shall be required to assume additional liability, incur additional expense, transfer or accept ownership, or enter into an amendment without its separate written agreement.

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

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

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

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

(xi) Covenant Running with the Land. The public-access obligation and this subsection shall run with and bind the applicable portion of the Property and each person or entity owning or controlling that portion, but only during the period of that ownership or control. A former owner shall not remain responsible for obligations first arising after the former owner transfers its interest and the transferee assumes the applicable obligations. A temporary suspension or restriction authorized by this subsection shall not extinguish the public-access covenant or remove it from the applicable portion of the Property.

5.2 Amenity Phasing and Completion Schedule.

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

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

1. the community clubhouse, including the kitchen, dining and gathering area, weight room, and restroom facilities;
2. the hot tub;
3. both pickleball courts, including the publicly accessible pickleball court;
4. the principal tot lot/playground;
5. the covered pavilion and picnic facilities;
6. the large grassed community park and required shade trees;
7. the Cottonwood Creek Trail and trailhead;
8. the public parking required to serve the clubhouse, trailhead, and publicly accessible pickleball court; and
9. all landscaping, irrigation, sidewalks, pedestrian connections, utilities, and other improvements necessary for the foregoing amenities to be complete, functional, accessible, and available for their intended use.

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

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

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

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

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

5.3 No Substitution Without Approval.

Subject to Section 5.1(d), no Project Amenity identified in this Agreement may be eliminated, materially reduced, or substituted without the County’s written approval, which shall not be unreasonably withheld, conditioned, or delayed. Adjustments to location, configuration, dimensions, or phasing expressly permitted by Sections 1.3, 4.6, 5.1(c), or 6.1 shall not require an amendment to this Agreement. In reviewing a proposed material modification, the County may consider whether the change would materially affect the public benefits supporting approval of the Conceptual Plan, the reduced commercial allocation, the Rezone, or this Agreement.

5.4 Aviation Easement.

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

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

6.1 Park, Trail, and Open Space Improvements.

Developer shall design, construct, and install the Open Space System described in Section 4.6(a), consisting of the Local Park and Trail Areas and the Neighborhood Open Space, in the general locations depicted on Exhibit B, subject to the adjustment and approval provisions of Sections 1.3 and 4.6(a). The specific boundaries, locations, configurations, dimensions, and allocation of acreage among the components of the Open Space System shall be established through the preliminary plat, final plat, engineering, and permit-approval processes without amending this Agreement, provided that the Open Space System contains not less than ten (10) acres in the aggregate.

Improvements within the Local Park and Trail Areas shall include a six-foot (6') wide asphalt pedestrian trail along the Cottonwood Creek corridor, substantially in the location depicted on Exhibit F (the "**Cottonwood Creek Trail**"), together with a trailhead providing access from Old Highway Road, a reasonable number of benches and shaded resting areas, directional and public-access signage, and the portion of the public parking required by Section 5.1 allocated through the applicable plat or site-plan approval to serve the trailhead. The final alignment and configuration of the Cottonwood Creek Trail, trailhead, and related improvements may be refined through the preliminary plat, final plat, engineering, and permit-approval processes without amending this Agreement, provided that their intended function and required public access are not materially reduced.

The Open Space System described in Sections 4.6(a) and 6.1 constitutes a single obligation of not less than ten (10) acres in the aggregate. The parks, pocket parks, trails, trailhead, sidewalks, landscaped areas, pedestrian connections, benches, shaded resting areas, signage, and other qualifying Project Amenities located within the Open Space System shall be components of that single obligation and shall not establish separate, additional, or cumulative acreage or improvement obligations. Parking or another improvement shall count toward the ten-acre aggregate acreage requirement only to the extent it qualifies as open space under the County Code and the approved open-space plan. Nothing in this Agreement shall be construed to require Developer to provide parks, trails, or open space in excess of the Open Space System except to the extent an additional obligation is expressly and specifically stated elsewhere in this Agreement.

The Cottonwood Creek Trail, trailhead, and related improvements shall remain privately owned and, except as authorized by Section 5.1(d), shall remain open and accessible to the general public. Developer shall own, operate, maintain, repair, and replace those improvements only until ownership or maintenance responsibility is transferred to the applicable Owners Association in accordance with the CC&Rs and this Agreement. Following that transfer, the applicable Owners Association shall own, operate, maintain, repair, and replace the improvements, and Developer shall have no continuing responsibility or liability for them except to the extent arising from Developer's acts or omissions occurring before the transfer. Neither public access nor public use shall require the County to own, operate, maintain, repair, or replace the Cottonwood Creek Trail, trailhead, or related improvements.

At or before recordation of the first final plat that includes or directly affects the Cottonwood Creek Trail, Developer shall record a permanent public-access easement over the final approved alignment of the Cottonwood Creek Trail (the "**Trail Easement**"). The Trail Easement shall be in a recordable form reasonably and mutually acceptable to Developer and the County, with its form subject to reasonable review by the County Attorney. It shall provide for public pedestrian access to the Cottonwood Creek Trail and access by Developer and the applicable Owners Association reasonably necessary to operate,

maintain, repair, and replace the trail and related improvements. The final legal description of the Trail Easement may reflect refinements to the alignment depicted on Exhibit F approved through the platting, engineering, and permit-approval processes.

Recording the Trail Easement shall not be a condition to approval or recordation of any final plat that does not include or directly affect the Cottonwood Creek Trail. Timely recording of the mutually acceptable Trail Easement is a material obligation under this Agreement. Developer's failure to record the Trail Easement by the deadline established above shall constitute a default only after written notice and expiration of the applicable cure period under Section 13.7.

Construction of the Cottonwood Creek Trail and recording of the Trail Easement constitute material public benefits supporting approval of the Conceptual Plan, the Rezone, the reduced commercial allocation, and this Agreement.

6.2 Ownership and Maintenance of Cottonwood Creek Trail.

Until ownership or maintenance responsibility is transferred to an Owners Association in accordance with the CC&Rs and this Agreement, Developer shall own, operate, maintain, repair, and replace the Cottonwood Creek Trail, trailhead, and related trail improvements. Upon such transfer, the applicable Owners Association shall assume those obligations, and Developer shall have no continuing responsibility or liability for the trail, trailhead, or related improvements except to the extent arising from Developer's acts or omissions occurring before the transfer.

The then-current owner or party responsible for maintenance of the Cottonwood Creek Trail shall perform its obligations at no cost or expense to the County. Neither public access nor public use shall obligate the County to own, operate, maintain, repair, or replace the Cottonwood Creek Trail, trailhead, or related improvements unless the County expressly assumes such responsibility through a separate written agreement under Section 5.1(d)(x).

The Cottonwood Creek Trail shall remain open and accessible to the general public, subject to the reasonable rules, hours, temporary closures, access restrictions, and other protections authorized by Section 5.1(d). The public-access obligation is based, in part, upon the liability protections afforded to private property owners under the Protection Statutes defined in Section 5.1(d). If a Qualifying Change in Law occurs, the then-current Trail Owner may exercise the notice, temporary-suspension, access-restriction, meet-and-confer, and other rights expressly established by Section 5.1(d).

Nothing in this Section expands the ownership, maintenance, public-access, indemnification, insurance, or liability obligations established elsewhere in this Agreement. If a conflict exists between this Section and Section 5.1(d), Section 5.1(d) shall control with respect to public access, recreational-use liability, a Qualifying Change in Law, or a proposed transfer of responsibility to the County.

6.3 Fire Department Dedication.

(a) FD Parcel. Developer shall dedicate and offer to convey to the County, or its designated fire-protection provider, the parcel identified as Parcel "FD" on the Conceptual Plan and depicted on Exhibit G (the "FD Parcel"). The FD Parcel shall contain not less than eighteen hundredths (0.18) acre and shall be substantially consistent in location and configuration with Exhibit G. The FD Parcel shall be located adjacent to the Commercial Parcel described in Section 4.7. Before conveyance, Developer shall provide a record of survey and legal description prepared by a licensed professional land surveyor. The final boundaries, dimensions, and legal description may be refined through the applicable plat and survey processes without amending this Agreement, provided that the FD Parcel continues to satisfy the express acreage and general-location requirements of this subsection.

(b) Timing of Conveyance. Developer shall offer to convey the FD Parcel before recordation of the first final plat that includes or directly affects the FD Parcel. Conveyance of the FD Parcel shall not be a

condition to approval or recordation of an earlier final plat that does not include or directly affect the FD Parcel.

(c) Conveyance; AS-IS Condition. The FD Parcel shall be conveyed by special warranty deed to the County or its designated fire-protection provider, subject to matters of record and other title exceptions affecting the Property, except that Developer shall release monetary liens created by Developer that would prevent conveyance. Developer shall not be required to provide title insurance, institute litigation, obtain third-party consents, acquire additional property interests, or incur costs to cure any title matter other than such monetary liens.

The FD Parcel shall be conveyed in its then-existing “AS IS, WHERE IS” condition, with all faults and without any representation or warranty by Developer concerning its physical condition, environmental condition, geotechnical condition, utility availability or capacity, suitability, or fitness for a fire station or any other intended use. The County shall conduct any title, survey, environmental, geotechnical, access, utility, or other due diligence it considers appropriate before accepting conveyance.

Developer shall have no obligation to cure any deficiency; perform any investigation, remediation, grading, site preparation, or improvement; extend or provide utilities; obtain access beyond any access then legally appurtenant to the FD Parcel; or identify, acquire, dedicate, convey, or otherwise provide any substitute or alternative parcel. If the County elects not to accept the FD Parcel in its then-existing condition, Developer shall have no further obligation to provide land for a fire-station use unless Developer and the County approve another resolution through a written amendment to this Agreement.

(d) Public Benefit. Developer’s offer to convey, and the County’s acceptance and acquisition if the County elects to accept, the FD Parcel constitute material public benefits supporting approval of the Conceptual Plan, the Rezone, the reduced commercial allocation, and this Agreement.

6.4 Tax Benefits.

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

7. CC&Rs AND OWNERS ASSOCIATIONS

7.1 Establishment.

Before recordation of the first residential final plat, Developer shall record one or more declarations of covenants, conditions, and restrictions, as amended from time to time (collectively, the “CC&Rs”), and shall establish one or more owners associations (collectively, the “Owners Associations”). The CC&Rs shall assign responsibility, as applicable, for architectural review, open space, common areas, the Cottonwood Creek Trail, Project Amenities, private streets, and other privately maintained improvements. The County shall not be responsible for administering or enforcing the CC&Rs.

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

7.2 Amendment.

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

7.3 Owners Association Funding and Legal Compliance.

Each Owners Association shall be organized, funded, and operated in compliance with the Utah Community Association Act, Utah Code §§ 57-8a-101 et seq. The CC&Rs shall authorize each Owners Association to levy and collect assessments sufficient to perform the ownership, operation, maintenance, repair, replacement, reserve-funding, insurance, and other obligations assigned to it under this Agreement and the CC&Rs.

7.4 CC&Rs Consistent with Agreement.

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

8. VESTED RIGHTS AND LEGISLATIVE AUTHORITY

8.1 Vested Rights.

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

8.2 Reserved Legislative and Police Powers.

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

9. FURTHER APPROVALS

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

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

9.2 Timeliness.

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

10. PUBLIC IMPROVEMENTS, SUBDIVISION PHASING, AND WARRANTY

10.1 Construction of Public Improvements.

All public improvements located within the Property and Project shall be constructed and installed at Developer's expense, except as otherwise expressly provided in Sections 4.6(b)(3) and 4.6(g), and shall be completed in accordance with applicable final plat(s) (including the approved construction drawings and specifications), this Agreement, and applicable law.

10.2 Inspection and Acceptance.

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

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

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

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

10.3 Improvement Completion Assurance.

Before recordation of a final plat for any phase, Developer shall complete the required public landscaping and infrastructure improvements or provide improvement completion assurance for the incomplete improvements in accordance with applicable state law and the applicable provisions of the County Code, including § 155.420. Improvement warranty assurance shall be provided only after Developer requests acceptance of completed improvements and only at the time and in the amount authorized by applicable state law. All assurances shall be administered, reduced, released, replaced, and enforced in accordance with applicable state law and the applicable provisions of the County Code.

10.4 Roadways.

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

use the private roadways within the Project, and is not subject to any obligation with respect to the ownership or maintenance of such private roadways.

10.5 Utilities.

Developer shall design, construct, and install all sewer, culinary water, secondary (irrigation) water, stormwater, and other utility infrastructure required to serve the Project in accordance with the approved construction plans, this Agreement, the requirements of the applicable utility providers, and applicable County standards. All utility improvements shall be subject to inspection and acceptance by the applicable utility provider and, where applicable, the County. The allocation and recovery of incremental costs for oversized or extended utility infrastructure shall be governed by Sections 4.6(b)(3) and 4.6(g).

10.6 Subdivision Phasing.

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

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

(b) Infrastructure Sequencing. Infrastructure required for each phase shall be completed or financially assured in accordance with Section 10.3 and applicable law. Building permits and certificates of occupancy may be conditioned only upon completion of those improvements that applicable law, the building or fire code, an approved phasing plan, or an express provision of this Agreement requires to be completed before the applicable permit or occupancy.

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

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

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

(f) Phase Modifications. Modifications to phasing boundaries or sequencing that remain consistent with the operative provisions of this Agreement may be approved administratively and shall not require an amendment merely because they differ from conceptual phasing shown on an Exhibit. A modification that materially changes an obligation expressly established by this Agreement shall require an amendment or other approval required by the County Code.

(g) Commercial Parcel Phasing. The creation, platting, and pad-ready preparation of the Commercial Parcel shall be governed exclusively by Section 4.7(c). Developer may create the Commercial Parcel as a separate legal lot through any final plat selected by Developer, but the Commercial Parcel shall be legally created before Developer conveys it to a third party. In connection with the final plat creating the Commercial Parcel, Developer shall complete or

provide improvement completion assurance for the pad-ready improvements expressly required by Section 4.7(c). Creation of the Commercial Parcel and completion or assurance of the pad-ready improvements shall not be a condition to approval, recordation, permitting, inspection, or occupancy of a residential phase that does not include or directly affect the Commercial Parcel.

10.7 Improvement Warranty for Subdivisions — Utah State Code Compliance.

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

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

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

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

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

11. TERM AND MISCELLANEOUS PROVISIONS

11.1 Term.

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

enforcement of completed or continuing obligations, shall survive expiration or termination and remain binding upon the applicable parties and their successors and assigns.

11.2 County Fees.

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

11.3 Construction Standards.

Land-use and development standards applicable to the Project shall be governed by the vested-rights provisions of Section 8.1. Building, plumbing, mechanical, electrical, fire, and life-safety construction shall comply with the editions of the applicable construction codes legally in effect when the relevant permit application is submitted, together with objective engineering standards applicable under this Agreement and applicable law. Nothing in this Section authorizes the County to modify or impair a vested right established by this Agreement. Developer shall satisfy the generally applicable permit, inspection, completion-assurance, and warranty requirements lawfully applicable to the relevant work.

11.4 Dedication of Public Infrastructure.

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

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

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

11.5 Final Plat Amendments.

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

12. ASSIGNMENT

12.1 Binding on Successors and Assigns.

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

12.2 Assignment by Developer.

Except for transfers governed by Section 4.7(f) and transactions described in Section 12.3, Developer may assign all or a portion of its rights and obligations under this Agreement only with the County's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. An assignee must demonstrate the legal and financial capability to perform the obligations it assumes. Developer shall remain liable for an assigned obligation unless the County expressly releases Developer in writing or this Agreement expressly provides otherwise.

12.3 Non-Assignment.

Lot sales, residential unit sales, mortgages, deeds of trust, and transfers of the Commercial Parcel governed by Section 4.7(f), in each case made in the ordinary course of business, do not constitute an assignment requiring County consent.

12.4 Obligations of Assignee.

An assignee shall assume only those obligations expressly assigned to it or applicable to the portion of the Property acquired by it. Developer shall remain liable for an assigned obligation unless released by the County in writing or unless this Agreement, including Section 4.7(f), expressly provides for release upon transfer and assumption.

13. GENERAL TERMS

13.1 Agreement to Run with the Land.

This Agreement shall be recorded in the Office of the Morgan County Recorder and shall run with the Property. Each covenant shall bind only the portion of the Property to which the covenant expressly applies and the person or entity owning or controlling that portion during the period of such ownership or control. No owner of a portion of the Property shall be responsible for an obligation relating exclusively to another portion merely because this Agreement is recorded against the Property, subject to any express assumption or continuing liability established by this Agreement.

13.2 Severability.

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

13.3 No Third-Party Beneficiary.

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

13.4 Choice of Law and Venue.

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

13.5 Entire Agreement.

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

13.6 Notice.

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

Developer:

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

County:

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

Morgan County Clerk

48 W Young St,
PO Box 886
Morgan, UT 84050-9000
Email: _____

13.6.1 Effective Notice.

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

13.6.2 Change of Notice Address.

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

13.7 Default and Dispute Resolution.

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

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

expiring financial security, or violations of permits, plats, conditions of approval, or other development requirements.

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

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

(b) Mediation. If the Parties are unable to resolve the notice of default after the Meet and Confer, the Parties shall attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator. If the Parties cannot agree on a single mediator, each shall appoint their own representative who shall together choose the mediator. The Parties shall split mediator fees equally. The chosen mediator shall within fifteen (15) calendar days, review the positions of the Parties regarding the dispute and promptly attempt to mediate the issue between the Parties. If the Parties are unable to reach agreement on the notice of default, the mediator shall notify the Parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the Parties.

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

13.8 Force Majeure.

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

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

13.9 Attorney's Fees.

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

13.10 No Waiver.

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

13.11 Amendment.

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

13.12 Mutual Drafting.

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

13.13 Further Actions and Instruments.

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

[Signatures appear on the following page]

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

DEVELOPER: BCP Development, LLC

By: _____

Name: Peter Evans

Title: Manager

STATE OF UTAH)

:ss

COUNTY OF _____)

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

Notary Public

Residing at: _____

My Commission Expires: _____

COUNTY: Morgan County

By: _____

Name: _____

Title: _____

STATE OF UTAH)

:ss

COUNTY OF _____)

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

Notary Public

Residing at: _____

My Commission Expires: _____

EXHIBIT A

Legal Description of the Property

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

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

Containing 43.15 acres, more or less.

EXHIBIT B
Conceptual Plan and Narrative

EXHIBIT C

Public and Private Road Cross-Section Standards

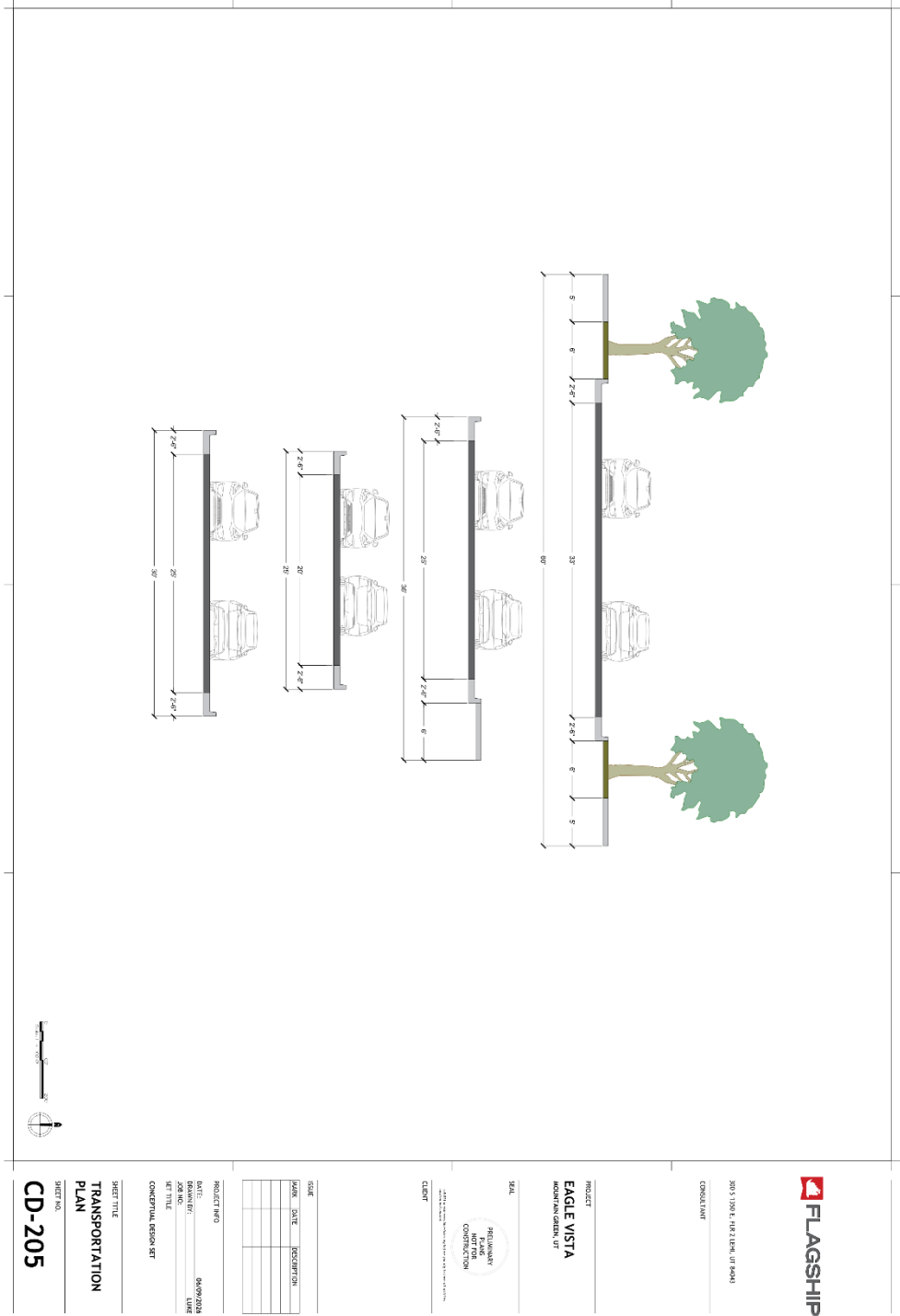


EXHIBIT D
Rezone Area Description and Depiction

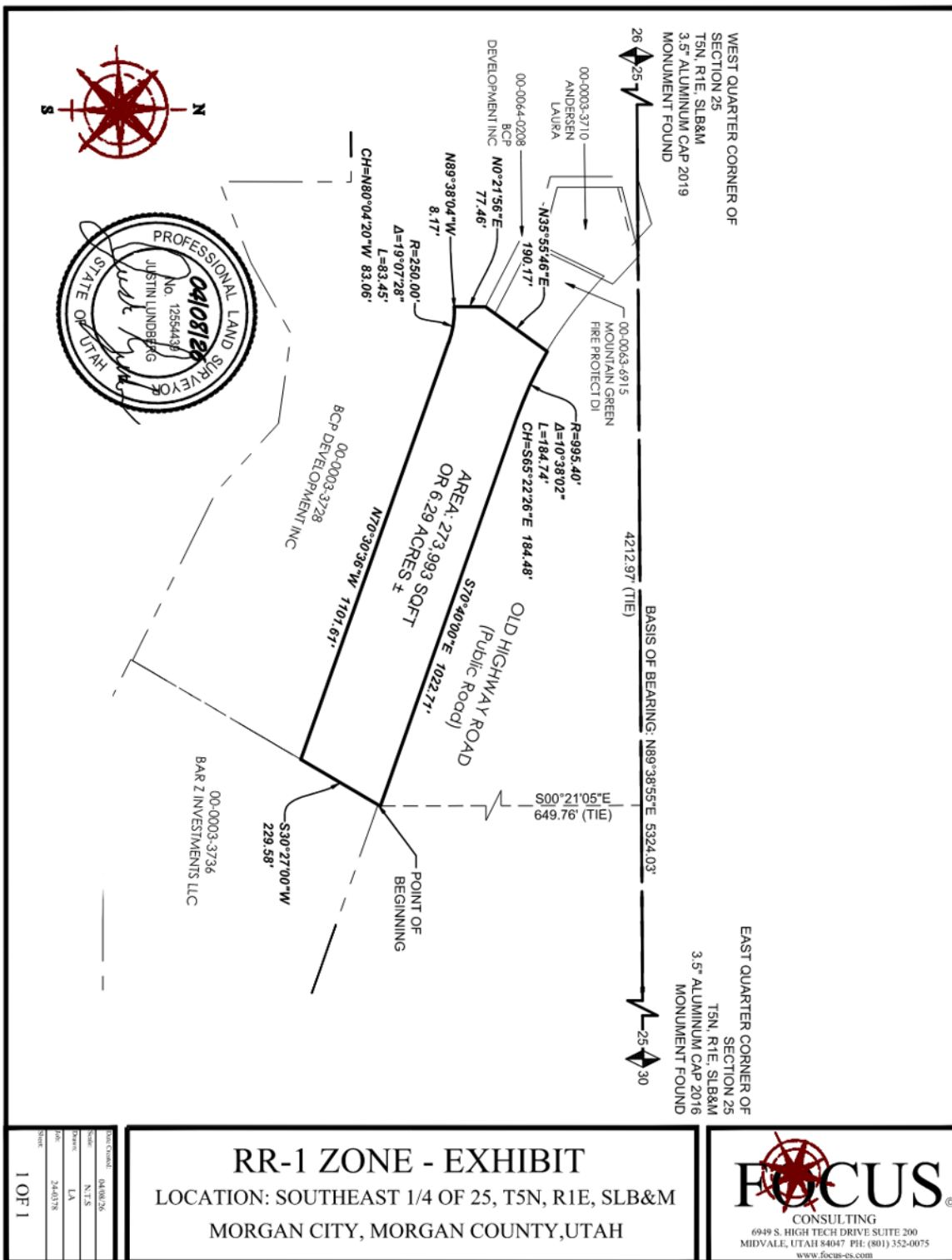


EXHIBIT E (RESERVED)

EXHIBIT F
Cottonwood Creek Trail Alignment and Trailhead

EXHIBIT G
Fire Department Parcel ("FD Parcel")



August 17, 2026

4:00 WORK SESSION WITH FLAGSHIP HOMES

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

OTHERS IN ATTENDANCE

Debbie Sessions
Tina Kelley
Brandon Green
Kameron Spencer

OTHER EMPLOYEES

IT Director Jeremy Archibald
Administrative Manager Kate Becker (CAM)
County Attorney Garrett Smith (CA)
County Clerk/Auditor Leslie Hyde
Deputy Clerk/Auditor Chloe Adams
Janet Christoffersen
Christ Tremea
Kent Page

4:00 WORK SESSION

Flagship BCP Development Agreement Joint Concept Plan and Rezone

Flagship Homes presented a revised concept plan for the Flagship BCP Development Agreement Joint Concept Plan and Rezone, responding to feedback previously received from the Commission requesting more open space, larger lots, and continued commercial development. The revised plan includes a larger park area for recreational use, such as soccer fields, a parking area, and a commercial area located along the old highway next to the Mountain Green Fire department to maximize visibility and community access. The Commission generally expressed support for the revised layout, including the higher-density housing near the Gardner property, the larger residential lots, and the park's placement near the fire station and main road access.

Commissioner Blocker requested a specific acreage figure for the public park rather than a general open-space reference, noting that unusable areas such as detention basins, slopes, and buffers should not count toward usable park acreage. Discussion covered whether to prioritize soccer fields or a playground within that acreage, as playground safety setbacks would reduce space available for athletic fields; a playground is also planned within the development's HOA-maintained area.

The Commission discussed the risk of a future rezone request converting commercial acreage to residential use and agreed that any rezone should remain strictly commercial. Flagship indicated a preference to dedicate trails and park space to the County rather than the HOA. The Commission raised concerns regarding the County assuming maintenance of private roadways and cul-de-sacs within the development, noting the cost and difficulty of plowing cul-de-sacs, and asked the developer to plan for snow storage areas along the main road corridor.

The Commission discussed the possibility of including a small number of deed-restricted units to help County employees such as teachers, firefighters, and police officers afford housing in Morgan County. The Commission indicated any deed-restriction proposal would need to bring pricing into the mid-\$300,000s to low-\$400,000s to be meaningful, in exchange for a reduction in required commercial acreage. Flagship noted it has had limited success with deed restrictions historically and that its smallest townhome currently costs

August 17, 2026 – County Commission Meeting

approximately \$360,000 to build, with homes generally unable to be priced below approximately \$380,000 without a loss.

Commissioner Fackrell questioned the need for a commercial component at all, citing limited available parking; the remainder of the Commission reiterated support for retaining a smaller, easily accessible commercial area to serve residents without requiring travel through residential streets.

Flagship indicated it would incorporate the Commission's feedback and bring a revised concept plan back for consideration. Materials for the next work session are due in the packet by noon on August 25, 2026, and the next work session was scheduled for September 1, 2026, at 4:00 p.m.

Commissioner Fackrell moved to adjourned at 5:43

Seconded by Commissioner Newton The motion carried unanimously.

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.



August 18, 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 Attorney Garrett Smith (CA)
County Clerk/ Auditor Leslie Hyde
Deputy Clerk/Auditor Chloe Adams
Planner Kent Page
Code Enforcement Chris Tremea
Attorney Janet Christofferson
County Recorder Shaun Rose
County Treasurer Kimberly Harrison

OTHERS IN ATTENDANCE

Debbie Sessions
Tina Kelley
Jeff Mathews
Lillith Allen
Jon Cannon
Buster Delmonte
Carla Delmonte
Trista Sparks
Sam Nickerson

4:00 WORK SESSION

9Line; OBJECTIVE: 9Line respectfully requests the County honor its May 2025 executed leases as written; and will assure expedited issuance of building permits including submitted Tennant Improvements.

Buster Delmonte, reading from a prepared statement, asked the Commission to direct staff to act on their pending permit applications, arguing that the applicable county code governing commercial buffer zone uses, not the code section addressing residential units, governs their proposed commercial hangar motel, and noting that an updated Conditional Use Permit was submitted on August 6 and that full architectural plans had already been provided to the building department. Buster Delmonte acknowledged that the project had previously been described as a VRBO; and had since decided to instead characterize it as a motel.

He also stated that 9Line has not received written status updates on its permit applications since March and asked that the county planning and zoning staff provide formal notification of application status going forward, including in the event of a denial. Buster Delmonte and Janet Christofferson also debated the code's definition of a motel, which requires serving the "motorized public," with Janet Christofferson maintaining that this refers to the traveling motoring public rather than aeronautical traffic, and Buster Delmonte questioning why an airplane would not itself qualify as a motorized vehicle.

Janet Christofferson (Deputy County Attorney) and Garrett Smith (County Attorney) added that the airport overlay and county code still control the use, that the proposal as described does not clearly fit the code's definitions of hotel, motel, or bed and breakfast, and that the Commission previously considered and rejected similar lodging proposals for the airport in 2005. Chris Tremea (Code Enforcement) reported that three separate applications were submitted: shell building permits awaiting payment, tenant improvement plans (denied because bedrooms were shown on the plans), and the new CUP, which remains under review by planning and the fire marshal. Commissioners Nickerson, Wilson, and Fackrell expressed support for encouraging aviation-related revenue at the airport; Commissioner Blocker raised concerns based on her outreach to comparable airports in Seeley Lake, Montana and Santa Maria, California, where similar lodging

was located off airport and county property; and Commissioner Newton stated that the Commission must follow the code as written and let the pending CUP proceed through the normal review process, with any code change to occur through formal amendment rather than a directive on this application. Garrett Smith clarified for the record that only the tenant improvement plans have been denied, due to the absence of an approved CUP at the time; the new CUP submitted August 6 has not been denied and remains under review. No formal action was taken; the Commission indicated general support for allowing the CUP to proceed through staff review.

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 Minutes from August 4th, 2026.
2. Notice of vacancy on the Morgan County Planning Commission representing Stoddard & Milton – contact Commissioner Wilson if interested in this vacated seat.
3. Weber-Morgan Health Department is launching its 2026 Community Health Assessment.
4. Approval of updates to the Morgan County Information Technology Policies:
 - Policy Library
 - Security Awareness Training Policy
 - Personnel security Policy
 - Access Control Policy
 - PII Protection Policy
 - Media Protection Policy
 - Physical Protection Policy
 - System Information Integrity Policy
 - Incident Response Policy
 - Identification Authentication Policy
 - Configuration Management Policy
 - Risk Assessment Policy
 - Acceptable Use Policy
 - Remote Work Policy
 - Contingency Planning Backup Disaster Recovery Policy

Commissioner Nickerson moved to approve all consent agenda items.

Seconded by Commissioner Newton

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 (please limit comments to 3 minutes)

There were none.

(E) Action Items

1. 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.

Commissioner Newton moved to postpone Action Item E1 (Flagship Homes Development Agreement) to the Commission's September 1st 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.

2. Hon. Shaun Rose – Discussion/ Decision – Morgan County Recorder

Discussion and decision on an agreement with the State of Utah, Division of Technology Services, Utah Geospatial Resource Center (UGRC) to receive Monument Replacement and Restoration Committee (MRRC) funding not to exceed \$24,836. [Budget line 10-4144-320-100]

Shaun Rose (Recorder) presented the agreement, explaining the funding supports monument preservation and replacement for the remainder of 2026 and into 2027. In response to Commissioner Fackrell's question about why annual grant amounts have declined over the years, Shaun Rose explained that funding is tied to demonstrated inventory and monument-replacement work, and that the county currently completes only five to eight monuments per year due to the cost of contracted survey work. Commissioner Nickerson noted that bringing survey work in-house is expected to allow the county to complete more monument work and, in turn, qualify for larger grants going forward.

Commissioner Nickerson moved to approve the agreement with the State of Utah, Division of Technology Services, Utah Geospatial Resource Center (UGRC) to receive Monument Replacement and Restoration Committee (MRRC) funding not to exceed \$24,836

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.

3. Janet Christofferson, Esq. – Discussion/ Decision – Deputy County Attorney

Discussion and decision on her request that Commissioner Nickerson and Commissioner Newton be assigned to work with her to negotiate the next development agreement from inception.

Janet Christofferson (Deputy County Attorney) requested that two commissioners be assigned to assist her in negotiating development agreements from the outset, noting that Chair Wilson and Commissioner Newton

previously served this role over the Planning Department, but that with Chair Wilson's upcoming departure from the Commission, she requested Vice Chair Nickerson and Commissioner Newton instead. Commissioner Wilson spoke in support, noting the approach worked well on the Cottonwoods development agreement. The Commission reached consensus to assign Commission Vice Chair Nickerson and Commissioner Newton to work with the Deputy County Attorney on development agreement negotiations going forward. No formal vote was taken.

4. Hon. Garrett Smith – Discussion/ Decision – Morgan County Attorney

Discussion and decision on a budget adjustment moving monies from the Attorney's payroll and benefits line to the temp legal costs.

Garrett Smith (County Attorney) requested a budget adjustment to fund temporary legal costs through the end of the year, explaining that the budgeted deputy attorney position has not yet been filled, requiring the office to rely on contracted and temporary help, including for justice court coverage. Commissioner Fackrell asked about the county's justice court staffing history and the distinction between prosecution and indigent defense costs. Garrett Smith and Kate Becker clarified that indigent defense is handled on contract (currently through Colton McKay as conflict counsel, with an additional conflict attorney in the process of being contracted), while the plan is to eventually have an in-house deputy attorney handle justice court prosecution.

Commissioner Newton moved to approve the adjustment as requested to move the Attorney's payroll and benefits line to the temp legal costs. money from

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.

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

Discussion and decision on entering a grant contract with the State of Utah for "development of public airports FY 2026 pavement preservation project" at the Morgan County Airport not to exceed \$103,765. Morgan Pavement was awarded the pavement maintenance project by the Morgan County Commission on June 16th in the amount of \$91,025. The airport to-date has spent \$4,576.27 in engineering and bid publication. [Budget line 38-4550-260]

Garrett Smith (County Attorney) and Kate Becker (CAM) presented the grant contract for the airport pavement preservation project, previously awarded to Morgan Pavement, noting the work is scheduled to begin after the August 29 fly-in/car show event. Commissioner Fackrell raised a question about signing authority in light of pending state legislation addressing executive versus administrative signing authority. The Commission agreed to designate Kate Becker to sign the contract on the county's behalf.

Commissioner Nickerson moved to approve the grant contract with the State of Utah for the development of public airports FY 2026 pavement preservation project, not to exceed \$103,765, and to authorize Administrative Manager Kate Becker to sign the contract on behalf of the county

Seconded by Commissioner Newton

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.

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

Discussion and decision on approving the recommended Fall growth grants from the Community and Economic Opportunity (CEO) Board. These pass-through grant funds are part of the Governor's Office of Economic Development (GOED) Rural Counties Grant. [Budget line 34-4510-340-500]

Kate Becker (CAM) presented the CEO Board's recommended Fall growth grant awards, part of the county's annual \$200,000 GOED Rural Counties Grant allocation. Commissioner Fackrell asked for additional detail on the applicants, including businesses that had received prior grant awards. Kate Becker explained the CEO Board's vetting and pro-rating process and walked through the individual applicants and requested uses, including Milk Barn Creamery, Higby Honey, Wasatch Caregivers, Hooked Up Plumbing, Achieve Fitness, Climax Tree Service, Debs, the Mountain Green Bean (formerly Phoenix House), Destination Sports, Brighton Blade, Confluence Consulting, Hero Construction, and Corner Cove, clarifying that none of the recommended awards duplicate a prior year's funded purpose.

Commissioner Newton moved to approve the CEO Board's recommended Fall growth grants as listed in the packet.

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.

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

Discussion and decision on change orders for the building addition. Specifically, opening the existing Clerk/Auditor vault into office space for the Records office and building a counter with ADA height and a security door within the Clerk/Auditor's office. [Budget line 44-4410-310-100]

Kate Becker (CAM) reviewed the county's general fund balance and prior allocations before presenting the request. The fund balance stood at \$7.3 million, with \$505,391 allocated in Q1 (courageous conversations training, attorney equipment, fire turnout gear, a fire cement correction, increased fire marshal/GIS benefits, temp recorder staffing, and SQL software) and \$18,255 in Q2 to repair Engine 141. She reviewed capital projects funded this year, either previously budgeted or since approved: the fairgrounds electrical and multi-use fields project (\$855,000 budgeted, now about \$470,000 combined), the Recorder's office remodel (\$17,000 budgeted, \$39,000 actual), library ceiling repair/paint (\$24,000), library gutter repair (\$42,000 estimated,

\$24,000 actual), building condenser replacement (\$25,000), electronic upgrades, fire station stairs, and fair sound/technology and grounds improvements — noting the \$100,000 budgeted for Taggart's improvements ultimately came from impact fees instead.

She gave status updates on two ongoing projects: the Croydon fire station (awaiting a signed state purchase agreement before the subdivision process can begin; just over \$10,000 spent to date) and the building addition. On the building addition, the original bid was \$667,367; two major change orders to date (undiscovered footing/foundation work and condenser replacement/relocation, together \$100,000) plus asbestos remediation, a city plan review fee, and pass-through costs for moving the court office, creating Sheriff's Office space, and rerunning electrical have pushed the project \$191,000 over budget. She itemized the remaining costs to finish the Recorder's office space: \$16,845 to remove the vault wall and finish sheetrock, paint, and cabling; \$22,857.50 for an ADA-height secure counter; \$8,280 for counter glass; and storage-room shelving (bids pending, since the salvaged vault shelving could not be reused).

The project is otherwise complete, with painting scheduled for the following Friday, and the requested \$115,000 would cover the counter, shelving, and remaining miscellaneous change orders (rekeying doors, moving the Sheriff's Office, moving fiber/Starlink) so she would not need to return to the Commission repeatedly. She clarified funds would not be transferred until year-end, once actual costs are known, consistent with how the fairgrounds project is handled. Discussion followed regarding future use of the remaining two-thirds of the building addition, tentatively contemplated for Planning and Zoning and the Sheriff's Office; commissioners agreed to take that up at a future work session alongside the budget process.

Commissioner Newton moved to approve the transfer of up to \$115,000 from the general fund balance to cover the remaining change orders for the building addition, including opening the existing Clerk/Auditor vault into office space for the Recorder's office and building an ADA-height counter and security door within the Clerk/Auditor's office.

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

Discussion and decision on a budget adjustment to pay for the new ambulance the Commission ordered in 2025 that should be delivered in November 2026 instead of February 2027. [Budget line 71-2229-000]

Kate Becker (CAM) explained that the ambulance the Commission ordered in October 2025 was originally expected to take 18 months to arrive and was therefore not budgeted in FY27, but is now expected to be delivered around October, requiring a current-year budget adjustment. She noted the same model ambulance now costs approximately \$462,000, compared to roughly \$220,000 when the county's existing unit was purchased. This purchase is in addition to a separate ambulance being donated by the WPR Foundation, bringing the county's fleet to four ambulances once both units are received; the newest unit would be kept at the main station, the current newer ambulance would move to the Peterson station, and the oldest unit would be kept for first response, parts, and standby use rather than highway transport. Commissioners also discussed moving toward standardized, “off-the-shelf” ambulance builds and eventually transferring a used ambulance

box onto a new chassis to reduce future replacement costs, and noted that the Wasatch Peaks Foundation, which helped fund the county's prior ambulance, has expressed openness to supporting a future replacement. The Commission agreed to pay for the ambulance directly from the general fund balance rather than financing it, to avoid interest costs.

Commissioner Newton moved to approve the purchase of the new ambulance, total price of \$345,744, to be paid out of the general fund balance.

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.

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

Discussion and decision on reimbursing Morgala Days Rodeo up to \$1,000 in advertising expenses from the Tourism Tax Advisory Board's Local Event Fund. [Budget Line 35-4510-409]

Kate Becker (CAM) explained the request for \$1,000 in advertising reimbursement, noting the required Explore Morgan Valley logo was included and that the advertising included direct mail to Huntsville, Ogden, and North Ogden.

Commissioner Newton moved to approve the reimbursement of \$1,000 in advertising expenses from the Tourism Tax Advisory Board's Local Event Fund.

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.

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

Discussion and decision on entering into an agreement between the Utah Department of Agriculture and Food (UDAF) for the purpose of Predator Management and committing \$21,100 in costs [50% shall be reimbursed by UDAF, the other 50% are from contribution from local Woolgrowers. This will require a budget adjustment of \$9,700 to account for the pass-through funds. [Budget line 71-2229-000]

Kate Becker (CAM) presented the annual wool growers predator control grant agreement with UDAF, noting the amount represents a \$100 increase over last year. She explained the county pays the full amount upfront as comptroller but is fully reimbursed on a pass-through basis, half by local Woolgrowers and half by UDAF, with UDAF's portion typically taking four to five months to arrive, so the agreement is technically no net cost

to the county. She noted that last year's agreement was mistakenly routed to a former commissioner's email rather than the county, so this year's payment will appear in the county's financials as two payments in one year, one catching up last fall's agreement and one for this falls, and that a \$9,700 budget adjustment is needed to account for the pass-through funds.

Commissioner Newton moved to approve the agreement with UDAF for the purpose of predator management and committing \$21,100.

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.

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

Discussion and decision on Commissioner registration for the Utah Association of Counties (UAC) Annual Convention September 08-10 at the Utah Valley Convention Center in Provo. Agenda is not yet posted; Registration fee is \$485 per attendee and \$50 for guests. [Budget line 10-4111-230]

Kate Becker (CAM) polled the Commission on attendance. Commissioner Blocker and Commissioner Fackrell indicated they plan to attend; Commissioner Newton and Chair Wilson indicated they would not attend. By consensus, the Commission approved registering Commissioner Blocker and Commissioner Fackrell for the conference. No formal vote was required or taken.

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

Discussion and decision on Commissioner and presumed Commissioner-Elects registration for the Utah State Association of County Commissioners and Councilmen (USACCC) Conference November 18-20 at the Little America in Salt Lake City. Agenda and registration fees are not yet available.
[Budget Line 10-4111-230]

Note: In 2024 Commissioner-Elect Blocker and Nickerson were registered to attend.

Kate Becker (CAM) informed the Commission that registration and the agenda for the conference are not yet available and shared the dates for planning purposes, noting a decision was not needed at this meeting. She noted that two years ago the Commission also registered incoming Commissioner-Elects to attend, and that funds are budgeted this year to do the same if the Commission chooses. No formal vote was required or taken.

(F) Commissioner Comments:

Commissioner Blocker noted that Deputy Clerk/Auditor Chloe Adams has a background in marketing and communications and suggested the county explore better public communication options, such as a newsletter, noting the county's Facebook page was previously dissolved.

Commissioner Newton had nothing further to report.

Commissioner Fackrell asked that the audit report be placed on a future agenda for approval. He reported on the One Utah Summit, including legislative discussion of upcoming bills affecting county administrative

August 18, 2026 – County Commission Meeting

signing authority, a potential partnership around new small-scale power generation technology being used in Orangeville, Utah, UDOT funding updates and an August 31 meeting regarding the Interstate interchange, and a regional paved-trail design project connecting Morgan to Weber and Davis Counties. He also reported that the county received a \$56,700 tourism co-op marketing grant, discussed upcoming film and tourism promotion opportunities tied to the 2026 Salt Lake Temple open house and Morgan County's pioneer heritage sites, and relayed interest from state leaders in incorporating youth education programs ahead of the 2034 Olympics.

Commissioner Nickerson reported on the Conservation District meeting, noting that weed-abatement reimbursement checks are being processed and residents may now apply in advance for next year's herbicide reimbursement, and that backpack sprayers, ATV trailers, and a sprayer trailer will be available for resident loan beginning next year. He noted the district's "Grow Your District" event is scheduled for September 16. He also raised a resident letter requesting the county consider allowing certified pool covers as an alternative to the county's six-foot pool fencing requirement, noting several neighboring cities and counties allow this option; Commissioner Blocker raised concerns about damaged or improperly closed covers still posing a risk to children, and Commissioner Nickerson offered to share the letter and comparable jurisdiction information with staff for further review before bringing the matter back for consideration. He announced the airport car show and fly-in scheduled for August 29, and thanked county fire, ambulance, EMS, and Public Works personnel, along with mutual aid partners and the community, for their response to the recent wildfire. **Kate Becker (CAM)** added that the wildfire, which burned roughly 16,000 acres, was staffed primarily by Morgan County's own fire, ambulance, and EMS personnel, with mutual aid support from neighboring jurisdictions; no residential structures, injuries, or deaths resulted, though an old cabin and a yurt platform at Warrior Risen Ranch were lost. She noted the associated overtime costs, reimbursable by the state, will be reflected in the next payroll cycle, and that the county's focus is shifting to flood mitigation, including sandbagging, through the end of the flood season in late October. Commissioner Newton added that a recent community call for volunteers to fill sandbags drew enough response to fill 1,000 sandbags within about ninety minutes.

Commission Chair Wilson asked about the county's use of license-plate-reading ("flock") cameras. Kate Becker and commissioners confirmed there is one such camera in Morgan County, located on a state highway near the 7-Eleven, which is connected to law enforcement for license plate scanning; Garrett Smith noted the county is not currently registered with any camera-sharing network, and it was unclear under whose authority the camera was installed. Kate Becker offered to have Sheriff's Office staff speak to the topic at a future meeting. Commission Chair Wilson also reminded commissioners that Board of Equalization (BOE) training and certification is now required by state law, and that a certificate must be requested and submitted to the Clerk/Auditor's office upon completion.

Commissioner Newton moved to adjourn at 6:35 pm

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.

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **MORGAN COUNTY AIRPORT** (hereinafter called OWNER) and **MORGAN PAVEMENT,** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1- WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work generally consists of furnishing and installing approximately 44,500 square yards of mastic surface treatment (seal coat) on existing asphalt surfaces and restoration of pavement lines and markings.

ARTICLE 2-THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Airport Pavement Maintenance Project

ARTICLE 3- ENGINEER

3.01 The Project has been designed by Wasatch Civil Consulting Engineering, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4- CONTRACT TIMES

4.01 *Time of the Essence:* All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Completion and Final Payment:* The Work will be completed by **August 30, 2026.**

4.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 4.02 for Completion until the Work is accepted.

ARTICLE 5- CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraph below:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as measured in the field.

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Mobilization	1	L.S.	\$0.00	\$0.00
2	Mastic Surface Treatment (Seal Coat)	44,500	S.Y.	\$1.35	\$60,075.00
3	Restore Pavement Lines and Markings	1	L.S.	\$30,950.00	\$30,950.00

TOTAL OF ALL UNIT PRICES: Ninety-One Thousand, Twenty-Five and 00/100's Dollars (\$91,025.00).

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6- PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments:* CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage:* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in paragraphs 6.02.A. 1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

A. 95% of Work completed (with the balance being retained). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case

the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

B. 25% of cost of materials and equipment not incorporated in the Work (with the balance being retained).

2. Upon Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

6.03 *Final Payment:* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7- INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1% per annum.

ARTICLE 8- CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9- CONTRACT DOCUMENTS

9.01 Contents:

A. The Contract Documents consist of the following:

1. This Agreement;
2. General Conditions;
3. Supplementary Conditions;
4. Specifications as listed in the table of contents of the Project Manual;
5. Addenda Number ____;
6. Exhibits this Agreement;
 1. Notice to Proceed;
 2. CONTRACTOR's Bid;
 3. Insurance Certificates; and
 3. Documentation submitted by CONTRACTOR prior to Notice of Award;
7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

Written Amendments;
Work Change Directives;
Change Order(s).

The documents listed in paragraph 9.01A are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 9.

The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.05 of the General Conditions.

ARTICLE 10- MISCELLANEOUS

10.01 *Terms:* Terms used in this Agreement will have the meanings defined by Engineers Joint Contract Documents Committee STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT.

10.02 *Assignment of Contract:* No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns:* OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability:* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 2026 (which is the Effective Date of the Agreement).

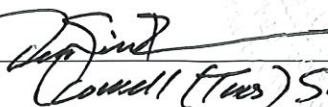
OWNER:

CONTRACTOR:

MORGAN COUNTY AIRPORT

MORGAN PAVEMENT

By: _____

By: 
David L. Smith (Treas) Smith, UT

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign)

Designated Representative:

Name: Kasen Garrett

Title: Estimator

Address: 625 S. Main Street, Clarfield, UT 84615

Phone: 385-368-6213

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): Morgan Pavement Maintenance
625 South Main Street
Clearfield, UT 84015

SURETY (Name and Address of Principal Place of Business):

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

OWNER (Name and Address): Morgan County Airport
5827 Willow Creek Road
Morgan, UT 84050

CONTRACT

Date:

Amount: Ninety-One Thousand Twenty Five Dollars and No Cents (\$91,025.00)

Description (Name and Location): Airport Pavement Maintenance Project

BOND

Date (Not earlier than Contract Date):

Amount: Ninety-One Thousand Twenty Five Dollars and No Cents (\$91,025.00)

Modifications to this Bond Form: None

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: Morgan Pavement Maintenance

Signature: [Signature]
Name and Title: Charles (Tues) Smith VP

SURETY United States Fire Insurance Company

Company: (Corp. Seal)

Signature: Keller Jensen
Name and Title: Keller Jensen, Attorney in Fact
(Attach Power of Attorney)



(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title: _____

Company (Corp. Seal)

Signature: _____

Name and Title: _____

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their

heirs, executors, administrators, successors and assigns to the Owner for the

performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1 The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2 The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3 The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1 The Surety in accordance with the terms of the Contract;

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability, in whole or in part, and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If Surety proceeds as provided in

paragraph 4.4 and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2 Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2 Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3 CONTRACTOR Default: Failure of the CONTRACTOR~ which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Morgan Pavement Maintenance
625 South Main Street, Clearfield, UT 84015

OWNER (Name and Address):

Morgan County Airport
5827 Willow Creek Road, Morgan, UT 84050

SURETY (Name and Address of Principal Place of Business):

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

CONTRACT

Date:

Amount: Ninety-One Thousand Twenty Five Dollars and No Cents (\$91,025.00)

Description (Name and Location): Airport Pavement Maintenance Project

BOND

Date (Not earlier than Contract Date):

Amount: Ninety-One Thousand Twenty Five Dollars and No Cents (\$91,025.00)

Modifications to this Bond Form: None

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: Morgan Pavement Maintenance

Signature: [Signature]

Name and Title: Cornell (Mrs) Smith, VP

SURETY United States Fire Insurance Company

Company: (Corp. Seal)

Signature: Keller Jensen

Name and Title: Keller Jensen, Attorney in Fact
(Attach Power of Attorney)



(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title: _____

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

- 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

- 4.1 Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- 4.2 Claimants who do not have a direct contract with the CONTRACTOR:
 1. Have furnished written notice to the CONTRACTOR and Sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

- 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed
- 6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall, not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the

CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the Signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said Statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms 'labor, materials or equipment' that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

12650

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Todd Chapman, Keller Jensen

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

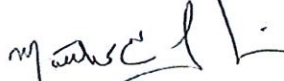
Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 24th day of October, 2025.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Rubin, President



State of New Jersey }
County of Morris }

On this 24th day of October, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the _____ day of _____, 20____

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



FAIR TREASURER INDEPENDENT CONTRACTOR AGREEMENT

This Fair Treasurer Independent Contractor Agreement ("Agreement") is entered into as of the date of the last signature below by and between Morgan County, a political subdivision of the State of Utah ("County"), and Cambria Basaker ("Contractor"), _____, Layton, Utah.

1. ENGAGEMENT AND TERM

The County engages Contractor to serve as Fair Treasurer for the Morgan County Fair ("Fair"), and Contractor accepts the engagement subject to this Agreement. Contractor acknowledges that the position involves responsibility for public funds, financial records, electronic payment accounts, access credentials, and County property.

The term begins on the date of the last signature and continues until Contractor has completed all services, delivered all required records and County property, and the County Manager has accepted the final financial reconciliation and report, unless terminated earlier under this Agreement. The Fair is anticipated to be held on or about _____. Contractor's responsibilities include reasonable preparation before the Fair and financial reconciliation and closeout after the Fair.

2. SCOPE OF SERVICES

A. Budget and Expenditures

1. Maintain an accurate working copy of the approved Fair budget and track all commitments, purchases, payments, reimbursements, income, and expenses by budget category.
2. Monitor expenditures against the approved budget and promptly notify the County Manager of any actual or anticipated budget overrun.
3. Obtain all approvals required by County policy before making or submitting a purchase, payment, reimbursement, or other financial commitment.
4. Collect and review invoices and supporting documentation, reasonably confirm that goods or services were authorized and received, and timely submit complete payment documentation through the process directed by the County.

Contractor has no authority to enter into a contract, incur debt, extend credit, open an account, or otherwise bind the County unless specifically authorized in writing by the County Manager.

B. Revenue Tracking

1. Track all Fair revenue, including cash, checks, electronic payments, vendor and entry fees, ticket sales, sponsorships, donations, concessions, reimbursements, and other funds received in connection with the Fair.
2. Maintain records identifying, as applicable, the date, source, purpose, payment method, amount collected, amount refunded, and amount deposited.
3. Reconcile revenue records to cash-count sheets, receipts, ticket or sales reports, electronic-payment reports, deposit records, and County accounting records.
4. Promptly investigate and report any discrepancy, shortage, overage, duplicate transaction, chargeback, unauthorized refund, or missing documentation.

3. CASH-HANDLING REQUIREMENTS

A. County Funds and Policies

All money collected for or in connection with the Fair is County property immediately upon receipt. Contractor shall safeguard, account for, and deposit all Fair funds in accordance with applicable County cash-handling and deposit policies and any procedures established by the County Manager. Fair funds shall be kept separate from personal or other funds and shall not be used to make purchases or payments unless specifically authorized by the County Manager.

B. Cash Boxes

Contractor shall maintain a record of each cash box issued, including the person responsible for the cash box and its opening balance. Each cash box shall be returned, counted, and reconciled at the end of the applicable shift or activity in accordance with County policy. Any transfer of responsibility for a cash box shall be documented.

C. Cash Counts

1. Cash shall be counted in a secure location away from the public.
2. Each cash count shall be recorded on a cash-count sheet identifying the date, location or activity, starting cash, receipts, refunds, ending cash, and any overage or shortage.
3. Whenever reasonably practicable, cash shall be counted and the cash-count sheet signed by two individuals. One signer may be Contractor, but the second signer should be a County employee, Fair representative, or other person designated by the County Manager.
4. Contractor shall not sign for or verify a second person's count without personally participating in the count.

D. Safekeeping and Deposits

1. Contractor shall keep cash, checks, cash boxes, receipt books, payment devices, and financial records secure and limit access to authorized persons.
2. Contractor shall deliver funds for deposit according to the schedule and procedure established by the County. Unless the County Manager directs otherwise, deposits shall be made daily during the Fair or no later than the next County business day.
3. Cash and checks shall not be left unattended in an unlocked location, stored in a personal vehicle overnight, or taken to Contractor's residence except when specifically authorized by the County Manager because no reasonable alternative is available.
4. Each deposit shall be supported by a deposit record that reconciles to the applicable cash-box records, cash-count sheets, receipts, and collection reports.
5. Contractor shall immediately notify the County Manager of lost, stolen, missing, or unaccounted-for funds.

E. Refunds and Adjustments

Each refund, reversal, waiver, credit, discount, or adjustment shall be authorized and documented in accordance with County policy. The documentation shall identify the recipient, amount, reason, original transaction, date, and required approval.

4. ELECTRONIC PAYMENT ACCOUNTS

A. County Approval and Control

Any Venmo, PayPal, Square, merchant-processing, ticketing, or other electronic payment account used for Fair business shall be established or expressly approved by the County Manager, maintained separately from any personal account, and used solely for authorized County business. All Fair funds, transaction records, account information, access credentials, authentication methods, and recovery information shall be maintained subject to the County's immediate access and control.

B. Account Access and Security

1. The County shall have continuous administrative or other appropriate access to each electronic payment account used for Fair business.
2. Contractor shall safeguard all account credentials and limit access to persons authorized by the County Manager.
3. Account settings, credentials, linked telephone numbers or email addresses, authentication methods, recovery information, and linked financial accounts shall be established and changed only as authorized by the County Manager.
4. Contractor shall maintain all transaction histories, notifications, and security controls necessary to protect the account and permit County review.

C. Transfers and Reconciliation

1. Electronic funds shall be transferred to the account designated by the County at the frequency directed by the County Manager.
2. Contractor shall obtain and retain transaction reports and reconcile each electronic payment account to the corresponding sales, registration, ticketing, deposit, and County accounting records.
3. Contractor shall document and promptly investigate any discrepancy, disputed transaction, refund, reversal, or chargeback.
4. Contractor shall immediately report suspected fraud, unauthorized access, a security incident, or loss of account access to the County Manager.

5. FINANCIAL RECORDS, REPORTING, AND CLOSEOUT

A. Records

Contractor shall maintain complete, accurate, organized, and current records of all Fair financial activity using County-approved forms, spreadsheets, software, accounts, and procedures. Records shall include, as applicable:

1. The approved budget, budget updates, and a transaction ledger of all income and expenses;
2. Vendor invoices, payment requests, receipts, proof of payment, purchase approvals, and contracts;
3. Cash-count sheets, cash-box records, deposit records, and electronic-payment transaction reports;

4. Ticketing, registration, fee, sales, sponsorship, donation, refund, reversal, credit, chargeback, reconciliation, and discrepancy records; and
5. Other financial records reasonably requested by the County Manager.

Each transaction shall be supported by sufficient documentation to establish its amount, date, payer or payee when known, purpose, payment method, authorization, and budget category. All records created, received, or maintained under this Agreement are County records and shall be preserved and made immediately available to the County Manager upon request.

B. Reporting

1. Periodic budget-to-actual reports at the intervals requested by the County Manager;
2. Prompt notice of any material discrepancy, missing documentation, budget concern, suspected misuse of funds, unauthorized transaction, security incident, or inability to complete a required reconciliation;
3. A preliminary financial summary within _____ calendar days after the Fair; and
4. A complete final financial report and reconciliation within _____ calendar days after the Fair, unless the County Manager approves an extension in writing.

C. Final Closeout

Contractor's services are not complete until Contractor has accounted for and reconciled all Fair income and expenses; explained all overages, shortages, unreconciled balances, and missing records; submitted all known vendor invoices and payment requests; delivered the final budget-to-actual report, transaction ledger, and all original and electronic records; returned all County funds and property; and reasonably responded to the County Manager's closeout questions. Acceptance of the final report does not waive the County's right to address a subsequently discovered error, omission, loss, or unauthorized transaction.

6. COUNTY PROPERTY AND ACCESS CREDENTIALS

Contractor shall safeguard all County property entrusted to Contractor, including telephones, tablets, computers, payment devices, cash boxes, keys, access cards, records, receipt books, and supplies, and shall use it only for authorized County purposes.

Contractor shall follow County instructions for establishing and storing passwords, PINs, multifactor-authentication methods, and recovery information. Current access information shall be maintained through a County-approved method accessible to the County Manager, and the County Manager shall not be dependent solely upon Contractor to access any County device or account. Contractor shall immediately report a lost or forgotten credential, locked device or account, lost device, suspected compromise, or unauthorized access.

Upon request or termination, Contractor shall immediately return all County funds, property, records, devices, and credentials in Contractor's possession or control without erasing, resetting, disabling, damaging, or retaining County property or information.

7. AUDIT AND COOPERATION

The County may inspect, copy, audit, and reconcile Fair funds, accounts, transactions, records, and County property at any time. Contractor shall cooperate with the County Manager and other authorized County officials, auditors, legal counsel, or law-enforcement personnel in any review, audit, investigation, reconciliation, or records request. Contractor shall correct records, provide missing documentation, explain transactions, and participate in a closeout meeting when reasonably requested, without additional compensation.

8. COMPENSATION

Subject to satisfactory completion of this Agreement, the County shall pay Contractor a flat stipend of \$7,500. The stipend is earned upon completion and the County Manager's acceptance of the required services and closeout materials, including the final reconciliation, supporting records, return of County funds and property, and resolution or adequate written explanation of known material discrepancies.

The County may withhold payment while required records or property remain outstanding or while material discrepancies attributable to Contractor's responsibilities remain unresolved. The stipend includes Contractor's ordinary expenses unless the County Manager gives prior written approval for reimbursement of a specific expense. Any approved reimbursement must comply with County policy and be supported by appropriate documentation.

9. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not a County employee. Contractor is responsible for all taxes and insurance arising from the compensation paid under this Agreement and is not eligible for County employee benefits. Nothing in this Agreement creates an employment relationship, partnership, joint venture, or general agency. Contractor may not bind the County, execute contracts on its behalf, or incur obligations in its name except as specifically authorized in writing by the County Manager.

10. CONFIDENTIALITY AND COMPLIANCE

Contractor shall perform the services with reasonable care, competence, honesty, and professionalism and shall comply with applicable law and County financial, purchasing, information-security, records-management, cash-handling, and property-control policies provided or made available to Contractor. Contractor shall immediately report to the County Manager any suspected theft, fraud, misuse or loss of funds or property, falsification of records, unauthorized transaction, material policy violation, or security breach.

Contractor shall protect confidential, private, controlled, financial, personal, payment, and security-related information and shall not disclose or use such information except to perform this Agreement, as authorized by the County Manager, or as required by law. Contractor shall use reasonable safeguards and shall not retain sensitive information or credentials on an unsecured personal device, personal email account, or unapproved storage service. These obligations survive termination.

11. INDEMNIFICATION AND GOVERNMENTAL PROTECTIONS

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County and its elected officials, officers, employees, agents, and representatives from and against claims, demands, causes of action, damages, losses, liabilities, judgments, fines, penalties, costs, and expenses, including reasonable attorney fees, arising out of or relating to Contractor's performance of this Agreement, breach of this Agreement, or negligent, reckless, or wrongful acts or omissions, except to the extent caused by the County's sole negligence or willful misconduct.

Contractor is not responsible for claims or losses to the extent caused by the acts or omissions of the County or a third party over whom Contractor had no control.

Nothing in this Agreement waives any defense, immunity, or limitation of liability available to the County or its officials, officers, employees, agents, or representatives under the Utah Governmental Immunity Act or other applicable law. The County does not waive, and expressly reserves, all such protections.

12. TERMINATION

The County may terminate this Agreement at any time by written notice and may terminate it immediately for material breach, dishonesty, misuse or loss of funds or property, failure to account for funds, material recordkeeping deficiencies, unauthorized transactions, failure to provide County access, breach of confidentiality, or failure to follow County financial controls. Contractor may terminate by written notice sufficiently in advance to permit an orderly transition, unless circumstances beyond Contractor's reasonable control make advance notice impracticable.

Upon termination, Contractor shall immediately cease incurring obligations unless otherwise directed by the County Manager; deliver all County funds, records, property, devices, credentials, account access, and work in progress; and cooperate in transferring the work. If termination is not based on Contractor's breach, the County may pay reasonable prorated compensation for satisfactorily completed and usable services. Contractor is not automatically entitled to a time-based proration, and the County may reduce or deny compensation to the extent permitted by law based on the value of accepted services, the cost of completing or correcting the work, and any lawful offset or remedy.

13. COUNTY MANAGER AND NOTICES

The County Manager administers this Agreement and is the Contractor's point of contact for all reports, approvals, disclosures, security concerns, discrepancies, and other notices. The County Manager may designate another County representative in writing when necessary.

Notices shall be in writing and delivered personally, by email with confirmation of transmission, or by mail to:

Morgan County Attn: County Manager 48 West Young Street P.O. Box ____	Cambria Basaker Address: _____ _____ Email: _____
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Morgan, Utah 84050 Email: _____	
Either party may update its notice information by written notice to the other.	

14. GENERAL PROVISIONS

Assignment. Contractor may not assign this Agreement or delegate or subcontract the handling of County funds, accounts, records, or property without the County Manager's prior written approval.

Governing Law and Venue. Utah law governs this Agreement. Any judicial action concerning this Agreement shall be brought in a court of competent jurisdiction serving Morgan County, Utah.

Entire Agreement; Amendment. This Agreement constitutes the entire agreement concerning its subject matter and supersedes prior oral or written agreements. Any amendment must be in writing and signed by both parties.

Severability; Waiver. If any provision is invalid or unenforceable, the remaining provisions remain effective. A party's failure to enforce a provision on one occasion does not waive that provision or the right to enforce it later.

Counterparts and Electronic Signatures. This Agreement may be signed in counterparts and by electronic signature, each of which shall be treated as an original.

15. SIGNATURES

MORGAN COUNTY

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

Cambria Basaker

Date: _____

**INDIGENT DEFENSE CONFLICT COUNSEL AGREEMENT BETWEEN CARL ANDERSON
OF LAW OFFICES OF CARL N. ANDERSON, III AND MORGAN COUNTY, UTAH.**

THIS AGREEMENT is made and entered into this 18th day of August 2026, by and between **MORGAN COUNTY**, a political subdivision of the State of Utah (hereinafter "County"), and **CARL ANDERSON**, a licensed attorney in the State of Utah (hereinafter "Attorney").

1. PURPOSE AND SCOPE OF SERVICES

The County requires qualified legal counsel to represent indigent individuals in criminal, juvenile, or other cases in which the primary public defender has a conflict of interest and is unable to provide representation. The Attorney agrees to provide competent legal representation in such appointed cases, including but not limited to arraignments, pre-trial conferences, hearings, trials, and sentencing in District Court, Justice Court, or Juvenile Court, as applicable, consistent with the Utah Indigent Defense Act and Sixth Amendment requirements.

2. APPOINTMENT

The Attorney shall be appointed by a court of competent jurisdiction, including the Second District Court (Morgan County), the Morgan County Justice Court, or the Juvenile Court, when a conflict of interest or other disqualification prevents the primary public defender from providing representation.

The Attorney shall represent clients only upon authorized appointment by the court and shall not undertake representation under this Agreement absent such appointment.

3. ATTORNEY ELIGIBILITY AND GOOD STANDING

The Attorney shall be licensed to practice law in the State of Utah and shall remain a member of the Utah State Bar in good standing throughout the term of this Agreement.

The Attorney shall notify the County in writing within five (5) business days of any suspension, disbarment, transfer to inactive status, disciplinary action, or other change in standing affecting the Attorney's ability to practice law.

Failure to maintain good standing or to timely disclose a change in status shall constitute a material breach of this Agreement.

4. COMPLIANCE WITH APPLICABLE LAW AND STANDARDS

The Attorney shall perform all services under this Agreement in compliance with the Utah Indigent Defense Act, Title 78B, Chapter 22, Utah Code Annotated, as amended; all

Conflict Indigent Counsel Agreement

applicable standards, guidelines, and policies promulgated by the Utah Indigent Defense Commission; the Utah Rules of Professional Conduct; applicable court rules; and all other applicable federal and state laws.

The Attorney shall provide representation consistent with constitutional requirements, including the Sixth Amendment to the United States Constitution and applicable provisions of the Utah Constitution.

Failure to comply with applicable law, standards, or professional obligations may constitute a material breach of this Agreement.

5. CONFIDENTIALITY AND PROFESSIONAL OBLIGATIONS

The Attorney shall maintain client confidentiality in accordance with applicable law and the Utah Rules of Professional Conduct.

The Attorney shall comply with all applicable ethical and professional obligations in the representation of clients under this Agreement, including duties of loyalty, competence, diligence, and communication.

Nothing in this Agreement shall be construed to interfere with the Attorney's independent professional judgment or ethical duties to any client.

6. COOPERATION WITH LAWFUL REVIEW

The Attorney shall cooperate with lawful court inquiries or administrative reviews related to services provided under this Agreement, subject to attorney-client privilege, attorney work product protections, and applicable ethical obligations.

7. RECORDS RETENTION AND FILE TRANSFER

The Attorney shall maintain records sufficient to document services performed under this Agreement in accordance with applicable law and professional standards and shall retain such records for a minimum of five (5) years following the conclusion of representation, or longer if required by law.

Client files are the property of the client. Upon conclusion of representation, or upon withdrawal, substitution of counsel, or termination of this Agreement, the Attorney shall take all reasonable steps necessary to protect the client's interests, including providing the client file, or a copy thereof, to the client or successor counsel as directed by the court or requested by the client, subject to applicable law and ethical obligations.

Nothing in this Agreement shall be construed to require the Attorney to provide client files to the County, except as may be required by law or court order.

Conflict Indigent Counsel Agreement

8. NO GUARANTEE OF CASE VOLUME

Nothing in this Agreement shall be construed to guarantee that the Attorney will receive any minimum number of appointments, cases, or compensation under this Agreement.

9. PROFESSIONAL LIABILITY INSURANCE

The Attorney shall maintain professional liability (malpractice) insurance covering services provided under this Agreement with minimum limits of not less than \$250,000 per occurrence and \$500,000 aggregate.

The Attorney shall provide proof of such coverage upon request and shall maintain such coverage throughout the term of this Agreement. Failure to maintain required insurance shall constitute a material breach of this Agreement.

10. INDEMNIFICATION

(a) The Attorney shall indemnify and hold harmless the County, its officers, employees, and agents from and against any claims, damages, losses, liabilities, or expenses arising out of or related to the Attorney's negligent acts or omissions, professional malpractice, ethical violations, failure to maintain licensure or insurance, or failure to perform services required under this Agreement.

(b) The County shall not be obligated to indemnify the Attorney except to the extent required by applicable law.

(c) Nothing in this Agreement shall be construed as a waiver of any defenses, immunities, or limitations of liability available to the County under the Utah Governmental Immunity Act or other applicable law.

11. COMPENSATION

(a) Hourly Rate. The County shall compensate the Attorney at a rate of \$140 per hour for actual and reasonable time spent on appointed conflict cases.

(b) Billing. The Attorney shall submit monthly invoices itemizing the time expended and the general nature of services performed, along with associated case numbers, to the Morgan County Administrative Manager. Invoices shall be submitted within a reasonable time following the month in which services were performed. Invoices shall not require disclosure of attorney-client privileged information, attorney work product, or confidential defense strategy.

The County shall remit payment within thirty (30) days of receipt of an undisputed invoice.

(c) Expenses. Reasonable expenses necessary for the representation, including but not limited to investigators, expert witnesses, and transcripts, shall be reimbursed if approved in advance by the County, unless prior approval is not reasonably practicable under the circumstances, in which case the Attorney shall seek approval as soon as reasonably possible.

(d) Verification of Services. The County may request clarification of billed time or expenses where reasonably necessary to verify that services were performed. Any such request shall be narrowly tailored and shall not require disclosure of attorney-client privileged information, attorney work product, or confidential defense strategy.

Nothing in this Agreement shall be construed to interfere with the Attorney's independent professional judgment or ethical obligations to the client.

12. TERM AND TERMINATION

(a) Term. This Agreement shall commence on April 1, 2026, and shall continue through March 31, 2030, unless earlier terminated as provided herein. This Agreement may be renewed upon written agreement of the parties. Absent such written agreement, this Agreement shall expire at the end of the stated term.

(b) Termination Without Cause. Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party.

(c) Immediate Termination for Cause. The County may terminate this Agreement immediately upon written notice if the Attorney:

- (i) is suspended or disbarred from the practice of law;
- (ii) fails to maintain required professional liability insurance;
- (iii) commits a material breach affecting the provision of legal services; or
- (iv) engages in conduct that materially impairs the Attorney's ability to provide indigent defense services.

(d) Effect of Termination. Upon termination, the Attorney shall complete or appropriately withdraw from any active court appointments in accordance with applicable law, court rules, and ethical obligations.

13. INDEPENDENT CONTRACTOR

The Attorney is an independent contractor and not an employee of Morgan County. Nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, or joint venture between the parties.

The Attorney shall have exclusive control over the means and methods of providing legal services under this Agreement, subject only to applicable law, court appointment, and the Attorney's professional and ethical obligations.

The Attorney shall be solely responsible for all professional licensing fees, insurance (including professional liability insurance), taxes, withholdings, benefits, and other obligations arising from compensation paid under this Agreement.

Nothing in this Agreement shall be construed to interfere with the Attorney's independent professional judgment or ethical duties to any client.

14. CONFLICT OF INTEREST

The Attorney shall comply with all applicable conflict of interest rules, including the Utah Rules of Professional Conduct, and shall avoid representation in any matter in which a conflict of interest exists.

If a conflict of interest arises or is identified after appointment, the Attorney shall promptly notify the court and take such action as may be required by law or court order, including seeking withdrawal or substitution of counsel, as appropriate.

Nothing in this Agreement shall be construed to authorize the County to direct or control the Attorney's professional judgment regarding the existence of a conflict of interest or the appropriate response thereto.

15. MISCELLANEOUS

(a) Amendment. This Agreement may be amended only by written agreement of the parties.

(b) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings relating to the subject matter hereof.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

(d) Venue. Any action to enforce the terms of this Agreement shall be brought in the Second Judicial District Court in and for Morgan County, Utah.

(e) Non-Assignment. The Attorney shall not assign or delegate any duties under this Agreement without the prior written consent of the County.

(f) Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect unless such invalidity materially alters the Agreement, in which case the parties shall negotiate in good faith to modify the Agreement to reflect their original intent.

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Carl Anderson, Law Offices
of Carl N. Anderson, III

MORGAN COUNTY COMMISSION:

ATTEST:

Matthew Wilson,
Morgan County Commission Chair

Leslie A. Hyde,
Morgan County Clerk/Auditor

APPROVED AS TO FORM:

COMMISSION MEMBER VOTES:

Garrett Smith,
Morgan County Attorney

	AYE:	NAY:	ABSENT:
Michael Newton	_____	_____	_____
Vaughn Nickerson	_____	_____	_____
Blaine Fackrell	_____	_____	_____
Raelene Blocker	_____	_____	_____
Matthew Wilson	_____	_____	_____



Insurance Department

Frequently Asked Questions About Flood Insurance

Utah is a desert state with low yearly rainfall amounts. However, burn scars from recent wildfires significantly increase local flooding risks, as charred soil cannot absorb water and creates a high potential for flash flooding and post-fire mudflows.

Use this guide to understand flood insurance, how to get it, and who to contact if you have questions about your policy.

1. Does my standard homeowners insurance cover flood damage?

No. Many homeowners do not realize that basic homeowners and renters insurance policies do not cover losses due to flooding. If your home or belongings are damaged by a flood or post-wildfire mudflow, your standard policy will not cover the loss. Flood insurance must be purchased as a separate policy.

2. Where do I get flood insurance?

While there are some private insurance companies that write private flood insurance policies in Utah, the vast majority of flood policies are federally backed. These federal policies are administered by the Federal Emergency Management Agency (FEMA) through the **National Flood Insurance Program (NFIP)**.

The insurance agent who writes your homeowners or other insurance policies may also be able to write your flood insurance policy.

If your agent does not write flood insurance, you can find one or get a quote using these methods:

- **Get a Direct Quote:** Obtain a quote directly from the NFIP at <https://www.floodsmart.gov/policy-quote/>. Using basic information about your property, you can complete the quote, and the NFIP will help connect you with an agent to finalize your policy.
- **Find a Local Provider:** Search for participating insurance providers at <https://www.floodsmart.gov/get-insured/flood-insurance-provider>.

3. How is a "flood" defined for coverage under an NFIP policy?

Under the NFIP, a "flood" is officially defined as a general and temporary condition where normally dry land is partially or completely inundated by the overflow of inland or tidal waters, unusual and rapid runoff of surface waters, post-wildfire mudflows, or flood-related land subsidence. To qualify for coverage under this definition, the inundation must meet the "two-acre or two-property rule," meaning the excess surface water or liquid mud must affect either two or more acres of normally dry land or two or more distinct properties (at least one of which is your insured property).

Mudflow vs. Mudslide: An NFIP policy covers mudflow (liquid mud propelled by water). It explicitly excludes landslides, slope failures, or dry soil collapses.

Crucial Distinction: Mudflow vs. Mudslide



- **Mudflow:** A river of liquid, flowing mud caused by flooding. Covered by federal flood insurance (NFIP).
- **Mudslide:** Solid earth, rock, or dry soil collapsing down a slope. Excluded by standard homeowners insurance and NFIP flood insurance. Coverage can be included through a difference in conditions (DIC) policy.

External vs. Internal Sources: The water must come from an outside source. Water damage caused by internal issues — like a burst pipe, broken water heater, or overflowing sink — is excluded from flood coverage (though it may be covered by a standard home insurance policy).

Sewer and Drain Backups: Damage from backed-up sewers or drains is only covered by the NFIP if the backup was directly caused by an active surface flood in the area.

4. What does an NFIP policy cover?

NFIP policies offer two main types of coverage:

- **Building Property Coverage:** Pays to repair or replace the physical structure of your home and its foundation, electrical and plumbing systems, central air, furnaces, and water heaters.
- **Personal Property Coverage:** Pays for the contents inside the home, such as clothing, furniture, electronics, and certain appliances.

To view detailed guidance on what is covered, visit <https://www.floodsmart.gov/get-insured/buy-a-policy>.

5. If I buy a policy today, am I covered tomorrow?

Typically no, but post-wildfire exceptions may apply to NFIP policies.

- **Standard Rule:** Standard flood insurance policies usually have a 30-day waiting period before coverage takes effect.
- **Post-Wildfire Exception:** Because post-wildfire flooding and mudflows can occur rapidly on burn scars, FEMA offers a Post-Wildfire Exception on NFIP policies only. The 30-day waiting period may be reduced (often to a 1-day waiting period) if:
 1. The insured property is privately owned;
 2. The flooding/mudflow is caused or exacerbated by post-wildfire conditions originating on federal land; and
 3. The policy is purchased on or before the fire containment date, or within 60 calendar days following the fire containment date.

If you live in or near a burn scar area, you should act immediately.

6. What are the specific rules and limitations for basement coverage?

NFIP coverage in basements is limited.

The NFIP defines a basement as any area of a building (including sunken rooms or lower levels of split-level homes) with a floor that is below ground level on all sides.



Covered:

- **Essential Building Systems & Structural Elements:** Central air conditioners, furnaces, water heaters, heat pumps, fuel/well tanks, sump pumps, electrical breaker boxes, foundation elements, stairways, and unpainted/untaped drywall for walls and ceilings.
- **Select Appliances (Under Personal Property Coverage):** Clothes washers, clothes dryers, and food freezers (along with the food inside them), provided they are connected to power.

Not Covered:

- **Finished Improvements:** Finished drywall, paint, wallpaper, paneling, finished flooring (carpeting, tile, hardwood), or built-in cabinets.
- **Personal Belongings:** Furniture (couches, tables), televisions, computers, clothing, artwork, or personal keepsakes stored or used in the basement.

7. Who do I contact for help with an existing NFIP claim or federal questions?

Because most flood policies are federally backed, your primary contacts for federal policy questions, claims assistance, and disputes are FEMA and the NFIP:

- For policies purchased **directly from the NFIP:** Call 1-800-638-6620.
- For policies purchased **through a private insurance agent:** Contact your agent or insurance company directly.

8. Are there alternatives to the NFIP for homeowners?

Yes. In addition to insurers writing private flood policies and the NFIP policies, there are policies known as **difference in conditions (DIC) policies**. These provide catastrophe coverages not normally included in a basic homeowners policy, such as earthquake, flood, and mudslide coverages. DIC policies are offered through many licensed insurance producers. As always, it is important to understand the policy and the specific coverage it affords by reviewing a sample policy prior to purchase because coverages, definitions, and requirements vary.



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!

Motorola License Plate Recognition (LPR) Cameras

- Enhancing Public Safety While Protecting Community Privacy
- Presented by: Corey Stark, Sheriff
- Morgan County Sheriff's Office

Purpose of This Presentation

- Provide an overview of Motorola LPR technology
- Highlight the benefits to Morgan County
- Address public privacy concerns
- Explain safeguards, oversight, and accountability

What LPR Cameras Are

- Capture license plates and basic vehicle details
- Record date, time, and location of vehicle sightings
- Provide officers with real-time alerts
- Assist investigations through searchable vehicle data

What LPR Cameras Do Not Do

- Do not identify drivers or passengers
- Do not use facial recognition
- Do not continuously track individuals
- Do not store data indefinitely
- Do not share data without authorization

Why Morgan County Needs LPR Technology

- Enhance response to violent crimes and vehicle-related offenses
- Locate suspects, stolen vehicles, and missing persons
- Reduce intrusive stops via precise vehicle data
- Improve investigative efficiency

Public Concerns Are Valid

- Privacy and civil liberties
- Misuse or overreach concerns
- Data retention and storage
- Transparency and accountability

Privacy Protections (Local Control)

- County controls all data
- Retention periods set locally (9 Month Max Retention)
- Strict access control
- Automatic deletion schedules
- Data sharing restricted

Security & Oversight Safeguards

CJIS-compliant data handling and system security

- Role-based access permissions
- Automatic audit logs
- Strict usage prohibitions
- Encrypted and tamper-proof system
- CJIS-compliant data handling and system security

Benefits to the Community

- Safer roads and neighborhoods
- Faster case resolution
- Better protection for residents
- Reduced strain on law enforcement
- Increased efficiency for deputies

Reducing Fear Through Transparency

- Public Q&A sessions
- Publishing policy documents
- System demonstrations
- Annual commission review
- Clear communication with residents

Community-Focused Messaging

- This technology is designed to solve crimes
- Tracks vehicles involved in criminal activity
- Does not monitor ordinary citizens

Conclusion

- Enhance public safety responsibly
- Protect privacy with strong safeguards
- Maintain full local control
- Deploy ethically and transparently

Questions & Discussion

- We welcome Commission questions



County Commission Agenda Request Form

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

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

Morgan County
Attn: Kate Becker
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4013
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: 09/01/2026 Time Requested: 20:00 Min
Name: Bret Heiner Phone: 801-821-1475
Address: 380 No Industrial Dr Morgan Ut 84050
Email: bheiner@morgancountyutah.gov Fax: 801-845-4046
Associated County Department: Public Works

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Gate moved in Hardscrabble road to the end of the county line
308ft .

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH ☒
INFORMATION ONLY

72-7-104 Installations constructed in violation of rules -- Rights of highway authorities to remove or require removal.

- (1) If any person, firm, or corporation installs, places, constructs, alters, repairs, or maintains any approach road, driveway, pole, pipeline, conduit, sewer, ditch, culvert, outdoor advertising sign, or any other structure or object of any kind or character within the right-of-way of any highway without complying with this title, the highway authority having jurisdiction over the right-of-way may:
 - (a) remove the installation from the right-of-way or require the person, firm, or corporation to remove the installation; or
 - (b) give written notice to the person, firm, or corporation to remove the installation from the right-of-way.
- (2) Notice under Subsection (1)(b) may be served by:
 - (a) personal service; or
 - (b)
 - (i) mailing the notice to the person, firm, or corporation by certified mail; and
 - (ii) posting a copy on the installation for 10 days.
- (3) If the installation is not removed within 10 days after the notice is complete, the highway authority may remove the installation at the expense of the person, firm, or corporation.
- (4) A highway authority may recover:
 - (a) the costs and expenses incurred in removing the installation, serving notice, and the costs of a lawsuit if any; and
 - (b) \$10 for each day the installation remained within the right-of-way after notice was complete.
- (5)
 - (a) If the person, firm, or corporation disputes or denies the existence, placement, construction, or maintenance of the installation, or refuses to remove or permit its removal, the highway authority may bring an action to abate the installation as a public nuisance.
 - (b) If the highway authority is granted a judgment, the highway authority may recover the costs of having the public nuisance abated as provided in Subsection (4).
- (6) The department, its agents, or employees, if acting in good faith, incur no liability for causing removal of an installation within a right-of-way of a highway as provided in this section.
- (7) The actions of the department under this section are not subject to the provisions of Title 63G, Chapter 4, Administrative Procedures Act.

Amended by Chapter 382, 2008 General Session

E 123211 B 291 P 918
Date 10-May-2011 10:12AM
Fee: \$21.00 ACH
Filed By: CB
BRENDA NELSON, Recorder
MORGAN COUNTY
For: DURHAM JONES & PINEGAR - OGDEN
Recorded Electronically by Simplifile

Mail Tax Notice to:
Kent W. Carter, Trustee
810 West Hardscrabble
Morgan, Utah 84050

Mail Deed to:
Douglas A. Taggart
Durham Jones & Pinegar
1104 E. Country Hills Drive, Suite 710
Ogden, Utah 84310

WARRANTY DEED

Kent W. Carter and Cynthia S. Carter, Grantors, of Morgan, Morgan County, State of Utah, hereby CONVEY AND WARRANT, to the extent provided below, but not otherwise, to **Kent W. Carter**, or his successor(s), as Trustee(s) of **The Kent W. Carter Revocable Trust** under Declaration of Trust dated April 19, 2011, as to an undivided one-half (½) interest as a tenant in common, and **Cynthia S. Carter**, or her successor(s), as Trustee(s) of **The Cynthia S. Carter Revocable Trust** under Declaration of Trust dated April 19, 2011, as to an undivided one-half (½) interest as a tenant in common, Grantees, of Morgan, Morgan County, State of Utah, for the sum of Ten Dollars (\$10.00), the following described tract of land in Morgan County, Utah, to wit:

A part of the Southwest Quarter of Section 26, Township 3 North, Range 2 East, Salt Lake Base and Meridian described as follows:

Beginning at a point that is South 89°29'18" East 273.89 feet along the South section line of said Section 26; thence North 00°58'49" East 1194.64 feet to the centerline of a county road; thence eight courses along said centerline North 36°20'45" East 97.57 feet; thence North 37°50'16" East 335.15 feet to a 918.75 foot radius curve the center of which bears North 52°09'44" West; thence Northeasterly along said curve to the left through a central angle of North 25°58'27" East a distance of 380.47 feet, (delta angle 23°43'37") (chord North 25°58'27" East) (chord length 377.75 feet); thence North 14°06'39" East 173.35 feet to a 236.35 foot radius curve the center of which bears South 75°53'21" East; thence Northeasterly along said curve to the right through a central angle of North 36°36'33" East a distance of 165.25 feet, (delta angle 40°03'38") (chord North 36°36'33" East) (chord length 161.91 feet); thence North 53°21'02" East 122.16 feet; thence North 50°50'59" East 104.84 feet; thence North 49°47'19" East 443.92 feet to a point on the 1/16 section line of said Section 26; thence along said 1/16 section line South 00°42'22" West 2610.93 feet to the South section line of said Section 26; thence along said South section line North 89°29'18" West 1074.30 feet to the point of beginning.

Subject to a 25 foot ingress and egress easement the centerline of which is described as follows:

Beginning at a point on North 00°58'49" along the section line 2335.14 feet and East 1028.22 feet from the Southwest corner of said Section 26; thence South 40°39'40" East 81.95 feet to a 150.00 foot radius curve the center of which bears North 49°20'20" East; thence Southeasterly along said curve to the left through a central angle of South 53°37'31" East a distance of 67.88 feet (delta angle 25°55'42") (chord Bears South

53°37'31" East) (chord length 67.30 feet); thence South 66°35'22" East 69.12 feet; thence South 68°46'31" East 51.87 feet to a 110.00 foot radius curve the center of which bears South 21°13'29" West; thence Southwesterly along said curve to the right through a central angle of South 23°25'16" East a distance of 174.15 feet, (delta angle 90°42'30") (chord South 23°25'16" East) (chord length 156.52 feet); thence South 21°55'59" West 41.63 feet; thence South 29°00'25" East 133.47 feet to a 275.00 foot radius curve the center of which bears North 60°59'35" East; thence Southwesterly along said curve to the right through a central angle of South 12°33'13" West a distance of 398.95 feet, (delta angle 83°07'16") (chord South 12°33'13" West) (chord length 364.88 feet); thence South 54°06'52" West 272.43 feet; thence South 45°05'54" West 221.26 feet; thence South 51°17'15" West 136.36 feet to a 100.00 foot radius curve the center of which bears South 38°42'45" East; thence Southeasterly along said curve to the left through a central angle of South 19°21'46" West a distance of 111.44 feet, (delta Angle 63°50'59") (chord South 19°21'46" West) (chord length 105.76 feet); thence South 12°33'43" East 104.75 feet to a 50.00 foot radius curve the center of which bears North 77°26'17" East; thence Southwesterly along said curve to the right through a central angle of South 48°43'29" West a distance of 106.97 feet, (delta angle 122°34'26") (chord South 48°43'29" West) (chord length 87.70 feet); thence North 69°59'18" West 56.89 feet to a 100.00 foot radius curve the center of which bears South 20°00'42" West; thence Southwesterly along said curve to the left through a central angle of South 81°03'12" West a distance of 101.08 feet, (delta angle 57°55'00") (chord South 81°03'12" West) (chord distance 96.83 feet); thence South 52°05'42" West 47.73 feet to a 120.0 foot radius curve the center of which bears North 37°54'18" West; thence Southwesterly along said curve to the right through a central angle of South 65°53'08" West a distance of 57.77 feet, (delta angle 27°34'52") (chord South 65°53'08" West) (chord length 57.21 feet); thence South 79°40'34" West 77.60 feet to a 75.00 foot radius curve the center of which bears South 10°19'26" East; thence Southwesterly along said curve to the left through a central angle of South 42°41'29" West a distance of 96.83 feet, (delta angle 73°58'10") (chord South 42°41'29" West) (chord length 90.24 feet); thence South 05°42'24" West 32.25 feet to a 75.00 foot radius curve the center of which bears North 84°17'36" West; thence Southwesterly along said curve to the right through a central angle of South 35°10'17" West a distance of 77.14 feet, (delta angle 58°55'45") (chord South 35°10'17" West) (chord length 73.78 feet); thence South 64°38'09" West 56.14 feet to a point on the East boundary line of Parcel 1 above.

Said easement is for the use and benefit of the property to the West described as follows:

A part of the Southwest Quarter of Section 26, Township 3 North, Range 2 East, Salt Lake Base and Meridian described as follows:

Beginning at the Southwest corner of said Section 26; thence North 00°58'49" East along the West section line of said Section 26 892.58 feet to the centerline of a county road and a 878.59 foot radius curve of which bears North 34°47'01" West; thence along said curve to the left through a central angle of North 45°46'52" East a distance of 289.36 feet (delta 18°52'13") (chord bears N45°46'52" East) (chord length 288.06 feet); thence North 36°20'45" East 122.51 feet; thence South 00°58'49" West 1194.64 feet to the South

section line of said Section 26; thence along said section line North 89°29'18" West 273.89 feet to the point of beginning.

Together with a right of way for purposes of securing, storing, replacing and conveying water for domestic, culinary, industrial and irrigation purposes as proved in §73-1-6, Utah Code Annotated, 1953 as amended and further purpose of providing sanitation protection for spring and ditches located upon said tract of land described and set forth in that certain Stipulated Judgment Civil No. 2335, recorded in Book M64, at Page 304, as Entry Number 56283 and described as follows:

A tract of land situated in the Southeast Quarter of the Southeast Quarter of Section 27, Township 3 North, Range 2 East, Salt Lake Base and Meridian, Morgan County, Utah being more particularly described as follows:

Commencing at the Southeast corner of said Section 27, thence North 89°07'44" West, along the South line of said Section 27 a distance of 1082.05 feet; thence North a distance of 97.41 feet to a point in the center of a private road; the true point of beginning; thence North 53°27'20" East, along the center line of said road, a distance of 50.03 feet; thence North 38°26'12" West, a distance of 241.93 feet; thence South 51°33'48" West, a distance of 100.00 feet; thence South 38°26'12" East a distance of 222.69 feet to a point on the center line of said road; thence North 70°56'48" East along the center line of said road, a distance of 53 feet to the point of beginning. The above-described tract of land contains 0.5425 acres. The basis of bearing is the East line of said Section 27, which bears North 0°24'17" East, a distance of 5314.51 feet, corner to corner.

Subject to reservation for road and access purposes, a strip of land 30 feet in width as set forth in Civil Action.

Together with all of the Grantors' water rights in the spring located on the above tract of land.

(P#00-0070-9694, S#01-003-331-02)

Together with all improvements, water rights and appurtenances thereto.

Subject to all easements, covenants, restrictions, encumbrances, rights-of-way and reservations of record or enforceable in law or equity.

The Grantors warrant only against encumbrances and defects in title existing at the time the Grantors took title to the above-described real property which were insured by any policy of title insurance issued to the Grantors. Said warranty shall be limited to the extent of coverage available under such policy.

[Signature Page Follows]

Witness the hands of said Grantors this 9 day of May, 2011.

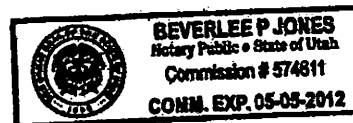
Kent W. Carter
KENT W. CARTER

Cynthia S. Carter
CYNTHIA S. CARTER

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this 9 day of
May, 2011, by Kent W. Carter and Cynthia S. Carter.

Beverlee P. Jones
NOTARY PUBLIC



[illegible]

RESOLUTION CR 26-

A RESOLUTION OF THE MORGAN COUNTY COMMISSION TO APPOINT KIMBERLY BELL TO THE MORGAN COUNTY PLANNING COMMISSION.

WHEREAS, County Ordinance CO 24-13 amended the Code involving the appointment of the Morgan County Planning Commission; AND

WHEREAS, the Morgan County Commission on July 2nd, 2024 appointed Chans McMillan to the Milton & Stoddard planning commission seat; AND

WHEREAS, on May 28th, 2026 Chans McMillan resigned his seat on the Morgan County Planning Commission; AND

WHEREAS, Commissioner Matthew Wilson nominates Kimberly Bell to serve the remainder of Chans McMillan's term as the Morgan County Planning Commissioner representing the areas of Milton and Stoddard.

NOW THEREFORE, BE IT RESOLVED, that the Morgan County Commission does hereby support the nomination and appoints Kimberly Bell to the Morgan County Planning Commission. This appointment shall be effective until 28 February of 2027 or until resignation or removal for cause.

PASSED AND ADOPTED this 1st 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
_____ Garrett Smith, Morgan County Attorney	Michael Newton _____	_____	_____
	Raelene Blocker _____	_____	_____
	Blaine Fackrell _____	_____	_____
	Vaughn Nickerson _____	_____	_____
	Matthew Wilson _____	_____	_____

May 28, 2026

Morgan County Planning Department
Morgan County Commission

Dear Members of the Morgan County Planning Department and County Commission,

Please accept this letter as my formal resignation from the Morgan County Planning Commission, effective 5/28/2026.

Serving on the Planning Commission has been a privilege, and I sincerely appreciate the opportunity to contribute to Morgan County and work alongside dedicated community leaders and staff. I am grateful for the experience and relationships built during my time serving in this role.

At this point in life, increasing family responsibilities and other obligations are requiring more of my time and attention. Because of this, I do not feel I can continue to give this position the level of commitment and time it deserves.

Thank you again for the opportunity to serve the community. I wish the Planning Department and County Commission continued success moving forward.

Sincerely,

Chans McMillan

Cost Reimbursement Summary and Subsidy Budget Tracking				
Date: 1/29/26				
Station 141 - MCFD / WPR RFD Subsidy Tracker:		*6-months in FY 2025 (July-Dec)		
Payroll & Operating Expenses		Operating Expenses (FY2025)		
	Description	Budget/Subsidy	Expenses (July thru 12/31/25)	Remaining Budget
Payroll Related				
Permanent / Salary				
	Admin	\$12,500.00	\$11,895.06	\$604.94
	Fire Chief	5,250.00	6,570.54	(1,320.54)
	EMS Deputy Chief	2,000.00	5,208.60	(3,208.60)
	Fire Deputy Chief	2,000.00	583.91	1,416.09
Subtotal - Permanent / Salary		21,750.00	24,258.10	(2,508.10)
Paid Part Time	PPT Firefighters	130,456.00	62,662.65	67,793.35
Total Payroll Related		152,206.00	86,920.75	65,285.25
Operating Expenses				
Fire Department				
10-4221-250-000	Equipment Supplies & Maint	2,500.00	567.42	1,932.58
10-4221-260-000	Building & Grounds	0.00	34.56	(34.56)
10-4221-280-000	Telephone	100.00	0.00	100.00
Subtotal - Fire Department		2,600.00	601.98	1,998.02
Wildland				
10-4222-250-000	Wildland Equipment	15,000.00	92.17	14,907.83
10-4222-500-000	Wildfire Preparedness	0.00	2,229.00	(2,229.00)
10-4222-510-000	PPE/Uniform	11,250.00	0.00	11,250.00
Subtotal - Wildland Department		26,250.00	2,321.17	23,928.83
Ambulance				
10-4260-240-000	Office Supplies & Expenses	0.00	31.95	(31.95)
10-4260-250-000	Equipment Supplies & Maint	0.00	1,291.54	(1,291.54)
10-4260-270-000	Utilities	0.00	101.15	(101.15)
10-4260-280-000	Telephone	100.00	36.16	63.84
10-4260-305-000	Prof & Tech	4,000.00	873.66	3,126.34
10-4260-311-000	EMT Training	2,000.00	0.00	2,000.00
10-4260-450-000	Special Public Safety Supplies	5,250.00	319.44	4,930.56
Subtotal - Ambulance		11,350.00	2,653.90	8,696.10
Fleet				
10-4460-250-400	Fire	7,875.00	1,208.51	6,666.49
10-4460-250-500	Ambulance	2,000.00	0.00	2,000.00
10-4460-250-600	Wildland Fire	1,000.00	105.00	895.00
Subtotal - Fleet		16,125.00	1,632.95	14,492.05
Total Operating Expenses		51,075.00	6,890.56	44,184.44
TOTAL PAYROLL & OPERATING EXPENSES				
		\$203,281.00	\$93,811.31	\$109,469.69



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: 9/1/26 Time Requested: _____
Name: Chloe Adams/ BOE Clerk Phone: _____
Address: 48 W Young Street Morgan UT 84050
Email: _____ Fax: _____
Associated County Department: _____

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Discussion Decision on Board of Equalization Assessor Adjustments to date.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

✓

	Name	Parcel	Serial	Code	Old Market Value	Old Taxable Value	New Market Value	New Taxable Value	Market Value Change	Taxable Value Change	Final PRIMARY Recommendation Generated	Comments
	2026 BOE Adjustments											
	HEINER ROBERT MARK	00-0003-9188	04-101-001	LR01	145,000	145,000	145,000	145,000	-	-		
									-	-		
	PAMELA AMIDAN REVOCABLE LIVING TRUST	00-0090-7319	06-QUAIL2-0232-A1	BR01	331,630	182,397	320,961	176,529	10,669.00	5,868		Assessor adjustment
	PAMELA AMIDAN REVOCABLE LIVING TRUST	00-0090-7319	06-QUAIL2-0232-A1	LR01	75,000	41,250	75,000	41,250	-	-		
									10,669.00	5,868		
	B & S SMITH FAMILY TRUST 02/07/1994	00-0094-0299	03-005-053-15	BR02	385,157	211,836	-	-	385,157.00	211,836		second home placed on secondary, and new home placed on primary
	B & S SMITH FAMILY TRUST 02/07/1994	00-0094-0299	03-005-053-15	BS01	-	-	385,157	385,157	(385,157.00)	(385,157)		
	B & S SMITH FAMILY TRUST 02/07/1994	00-0094-0299	03-005-053-15	BS01	765,595	765,595	-	-	765,595.00	765,595		
	B & S SMITH FAMILY TRUST 02/07/1994	00-0094-0299	03-005-053-15	BR02	-	-	765,595	421,077	(765,595.00)	(421,077)		
	B & S SMITH FAMILY TRUST 02/07/1994	00-0094-0299	03-005-053-15	BS05	237,750	237,750	237,750	237,750	-	-		
	B & S SMITH FAMILY TRUST 02/07/1994	00-0094-0299	03-005-053-15	LR01	220,000	121,000	-	-	220,000.00	121,000		
	B & S SMITH FAMILY TRUST 02/07/1994	00-0094-0299	03-005-053-15	LR01	-	-	440,000	242,000	(440,000.00)	(242,000)		
	B & S SMITH FAMILY TRUST 02/07/1994	00-0094-0299	03-005-053-15	LS01	99,000	99,000	99,000	99,000	-	-		
	B & S SMITH FAMILY TRUST 02/07/1994	00-0094-0299	03-005-053-15	LS03	220,000	220,000	-	-	220,000.00	220,000		
									-	270,197		
	R&D RIVERBEND ESTATES LLC	00-0093-4746	01-RIVERBEND-0002	LG01	255,000	398	289,500	672	(34,500.00)	(274)		Changed to all greenbelt
	R&D RIVERBEND ESTATES LLC	00-0093-4746	01-RIVERBEND-0002	LS01	34,500	34,500	-	-	34,500.00	34,500		
									-	34,226	X	
	BIDDULPH BRADLEY GLEN	00-0094-0038	09-ROAMTWN1-0164-A1	BS01	419,314	419,314	-	-	419,314.00	419,314	X	Changed to PRIM
	BIDDULPH BRADLEY GLEN	00-0094-0038	09-ROAMTWN1-0164-A1	BR01	-	-	419,314	230,623	(419,314.00)	(230,623)	X	
	BIDDULPH BRADLEY GLEN	00-0094-0038	09-ROAMTWN1-0164-A1	LS01	116,000	116,000	-	-	116,000.00	116,000	X	
	BIDDULPH BRADLEY GLEN	00-0094-0038	09-ROAMTWN1-0164-A1	LR01	-	-	116,000	63,800	(116,000.00)	(63,800)	X	
									-	240,891		
	TAGGART TRUST	00-0002-2754	01-004-600-05	BS01	-	-	247,373	247,373	(247,373.00)	(247,373)	X	PRIM to NON
	TAGGART TRUST	00-0002-2754	01-004-600-05	BR01	282,532	153,446	-	-	282,532.00	153,446	X	
	TAGGART TRUST	00-0002-2754	01-004-600-05	BS05	-	-	35,159	35,159	(35,159.00)	(35,159)	X	
	TAGGART TRUST	00-0002-2754	01-004-600-05	LR01	172,200	94,731	-	-	172,200.00	94,731	X	
	TAGGART TRUST	00-0002-2754	01-004-600-05	LS05	-	-	172,200	172,200	(172,200.00)	(172,200)	X	
									-	(206,555)		
	SHAFFER KC	00-0003-3801	03-005-036-01	BR01	-	-	153,529	84,441	(153,529.00)	(84,441)	X	Changed to PRIM
	SHAFFER KC	00-0003-3801	03-005-036-01	BS01	153,529	153,529	-	-	153,529.00	153,529	X	
	SHAFFER KC	00-0003-3801	03-005-036-01	LR01	-	-	220,000	121,100	(220,000.00)	(121,100)	X	
	SHAFFER KC	00-0003-3801	03-005-036-01	LS01	231,220	231,220	11,220	11,220	220,000.00	220,000	X	
									-	167,988		
	CUTRUBUS, KIM	00-0001-8901	01-004-375-03	BR01			430,448	236,746	(430,448.00)	(236,746)	X	Changed to PRIM
	CUTRUBUS, KIM	00-0001-8901	01-004-375-03	BS01	431,097	431,097	649	649	430,448.00	430,448	X	
	CUTRUBUS, KIM	00-0001-8901	01-004-375-03	LR01			255,000	140,250	(255,000.00)	(140,250)	X	
	CUTRUBUS, KIM	00-0001-8901	01-004-375-03	LS01	265,000	265,000	10,000	10,000	255,000.00	255,000	X	
									-	308,452		
	PAULA CANNON LIVING TRUST	00-0062-7198	01-VCART-0001	BR01	-	-	678,754	373,315	(678,754.00)	(373,315)	X	changed to primary
	PAULA CANNON LIVING TRUST	00-0062-7198	01-VCART-0001	BS01	678,754	678,754			678,754.00	678,754	X	
	PAULA CANNON LIVING TRUST	00-0062-7198	01-VCART-0001	LR01	-	-	255,000	140,250	(255,000.00)	(140,250)	X	
	PAULA CANNON LIVING TRUST	00-0062-7198	01-VCART-0001	LS01	280,000	280,000	25,000	25,000	255,000.00	255,000	X	
									-	420,189		
	SMITH DANIEL J & TERESA	00-0069-8705	03-CORH-0037	BR01	-	-	666,883	366,786	(666,883.00)	(366,786)	X	changed to primary
	SMITH DANIEL J & TERESA	00-0069-8705	03-CORH-0037	BS01	666,883	666,883	-	-	666,883.00	666,883	X	
	SMITH DANIEL J & TERESA	00-0069-8705	03-CORH-0037	LR01	-	-	222,700	122,485	(222,700.00)	(122,485)	X	
	SMITH DANIEL J & TERESA	00-0069-8705	03-CORH-0037	LS01	222,700	222,700	-	-	222,700.00	222,700	X	
									-	400,312		
	MCKAY AARON D	00-0070-4151	01-RID-0016	BR01	1,703,887	937,138	-		1,703,887.00	937,138	X	PRIM to NON
	MCKAY AARON D	00-0070-4151	01-RID-0016	BS01	-		1,703,887	1,703,887	(1,703,887.00)	(1,703,887)	X	
	MCKAY AARON D	00-0070-4151	01-RID-0016	LR01	405,000	222,750	-	-	405,000.00	222,750	X	
	MCKAY AARON D	00-0070-4151	01-RID-0016	LS01	163,200	163,200	163,200	163,200	-	-	X	
	MCKAY AARON D	00-0070-4151	01-RID-0016	LS05			405,000	405,000	(405,000.00)	(405,000)	X	
									-	(948,999)		

PARRETT LANI	00-0075-1258	03-COM-3018	BR01	-	-	592,808	326,044	(592,808.00)	(326,044)	X	
PARRETT LANI	00-0075-1258	03-COM-3018	BS01	592,808	592,808	-	-	592,808.00	592,808	X	
PARRETT LANI	00-0075-1258	03-COM-3018	LR01	-	-	252,290	138,760	(252,290.00)	(138,760)	X	
PARRETT LANI	00-0075-1258	03-COM-3018	LS01	252,290	252,290	-	-	252,290.00	252,290	X	
								-	380,294		
HASKELL RICHARD L JR	00-0083-3663	03-SRID-4002	BR01	-	-	945,435	519,989	(945,435.00)	(519,989)	X	
HASKELL RICHARD L JR	00-0083-3663	03-SRID-4002	BS01	945,435	945,435	-	-	945,435.00	945,435	X	
HASKELL RICHARD L JR	00-0083-3663	03-SRID-4002	LR01	-	-	272,800	150,040	(272,800.00)	(150,040)	X	
HASKELL RICHARD L JR	00-0083-3663	03-SRID-4002	LS01	272,800	272,800	-	-	272,800.00	272,800	X	
								-	548,206		
GAVIN & ASHLEY MCCLEARY FAMILY TRUST	00-0083-3729	03-SRID-4068	BR01	925,002	508,751	1,036,136	569,875	(111,134.00)	(61,124)	X	
GAVIN & ASHLEY MCCLEARY FAMILY TRUST	00-0083-3729	03-SRID-4068	BS01	111,134	111,134	-	-	111,134.00	111,134	X	
GAVIN & ASHLEY MCCLEARY FAMILY TRUST	00-0083-3729	03-SRID-4068	LR01	289,600	159,208	289,600	159,208	-	-	X	
								-	50,010		
FAIRBANKS WHITNEY	00-0060-4403	01-SUMR1-0037	BR01	-	-	671,672	369,420	(671,672.00)	(369,420)	X	NON TO PRIM
FAIRBANKS WHITNEY	00-0060-4403	01-SUMR1-0037	BS01	671,672	671,672	-	-	671,672.00	671,672	X	
FAIRBANKS WHITNEY	00-0060-4403	01-SUMR1-0037	LR03	-	-	220,000	121,000	(220,000.00)	(121,000)	X	
FAIRBANKS WHITNEY	00-0060-4403	01-SUMR1-0037	LS03	220,000	220,000	-	-	220,000.00	220,000	X	
								-	401,252		
AMENDED & RESTATED MARK A & LINDA	00-0090-7301	06-QUAIL2-0214-A1	BR01	321,671	176,919	-		321,671.00	176,919	X	PRIM TO NON
AMENDED & RESTATED MARK A & LINDA	00-0090-7301	06-QUAIL2-0214-A1	BS01	-		321,671	321,671	(321,671.00)	(321,671)	X	
AMENDED & RESTATED MARK A & LINDA	00-0090-7301	06-QUAIL2-0214-A1	LR01	75,000	41,250	-	-	75,000.00	41,250	X	
AMENDED & RESTATED MARK A & LINDA	00-0090-7301	06-QUAIL2-0214-A1	LS05	-	-	75,000	75,000	(75,000.00)	(75,000)	X	
								-	(178,502)		
RICHINS CALEB M	00-0093-0789	04-RUPP-0005	BR01	-	-	758,155	416,985	(758,155.00)	(416,985)		NON TO PRIM
RICHINS CALEB M	00-0093-0789	04-RUPP-0005	BS01	758,155	758,155	-	-	758,155.00	758,155	X	
RICHINS CALEB M	00-0093-0789	04-RUPP-0005	LR01	-	-	256,300	140,965	(256,300.00)	(140,965)	X	
RICHINS CALEB M	00-0093-0789	04-RUPP-0005	LS01	1,300	1,300	-	-	1,300.00	1,300	X	
RICHINS CALEB M	00-0093-0789	04-RUPP-0005	LS03	255,000	255,000	-	-	255,000.00	255,000	X	
								-	456,505		
MEYERS CHRISTINA	00-0093-0145	06-QUAIL2-0214-A1	BR01	-	-	405,270	222,899	(405,270.00)	(222,899)	X	NON TO PRIM
MEYERS CHRISTINA	00-0093-0145	06-QUAIL2-0214-A1	BS01	405,270	405,270	-	-	405,270.00	405,270	X	
MEYERS CHRISTINA	00-0093-0145	06-QUAIL2-0214-A1	LR01	-	-	116,000	159,208	(116,000.00)	(159,208)	X	
MEYERS CHRISTINA	00-0093-0145	06-QUAIL2-0214-A1	LS05	116,000	116,000	-	-	116,000.00	116,000	X	
								-	139,164		
HOLDEN LIVING TRUST	00-0089-1017	03-COSPR-0711	BR01	-	-	1,109,975	610,486	(1,109,975.00)	(610,486)	X	NON TO PRIM
HOLDEN LIVING TRUST	00-0089-1017	03-COSPR-0711	BS01	854,681	854,681	-	-	854,681.00	854,681	X	
HOLDEN LIVING TRUST	00-0089-1017	03-COSPR-0711	LR01	-	-	375,950	159,208	(375,950.00)	(159,208)	X	
HOLDEN LIVING TRUST	00-0089-1017	03-COSPR-0711	LS05	375,950	375,950	-	-	375,950.00	375,950	X	
								(255,294.00)	460,937	X	
OVARD BRAXTON	00-0084-9380	06-MTV1-0110	BR01	-	-	489,680	269,324	(489,680.00)	(269,324)		NON TO PRIM
OVARD BRAXTON	00-0084-9380	06-MTV1-0110	BS01	489,680	489,680	-	-	489,680.00	489,680		
OVARD BRAXTON	00-0084-9380	06-MTV1-0110	LR01	-	-	145,000	79,750	(145,000.00)	(79,750)		
OVARD BRAXTON	00-0084-9380	06-MTV1-0110	LS01	145,000	145,000	-	-	145,000.00	145,000		
								-	285,606		
DICKSON GEORGE	00-0000-6211	01-003-111	BR01	-	-	1,087,421	598,082	(1,087,421.00)	(598,082)	X	NON TO PRIM
DICKSON GEORGE	00-0000-6211	01-003-111	BS01	1,076,769	1,076,769	-	-	1,076,769.00	1,076,769	X	
DICKSON GEORGE	00-0000-6211	01-003-111	BS04	13,546	13,546	-	-	13,546.00	13,546	X	
DICKSON GEORGE	00-0000-6211	01-003-111	BS06	-	-	-	-	-	-	X	
DICKSON GEORGE	00-0000-6211	01-003-111	BS08	49,913	49,913	49,913	49,913	-	-	X	
DICKSON GEORGE	00-0000-6211	01-003-111	LR01	-	-	255,000	140,250	(255,000.00)	(140,250)	X	
DICKSON GEORGE	00-0000-6211	01-003-111	LS01	34,500	34,500	34,500	34,500	-	-	X	
DICKSON GEORGE	00-0000-6211	01-003-111	LS05	255,000	255,000	-	-	255,000.00	255,000	X	
								2,894.00	606,983	X	
KIM PAUL	00-0060-4403	01-SUMR1-0037	BR01	2,017,514	1,109,633	2,130,793	1,171,936	(113,279.00)	(62,303)		ADU is being changed to PRIM
KIM PAUL	00-0060-4403	01-SUMR1-0037	BS08	80,542	80,542	-	-	80,542.00	80,542		
KIM PAUL	00-0060-4403	01-SUMR1-0037	LR01	270,300	148,665	270,300	148,665	-	-		
								(32,737.00)	18,239		
MATHEWS JEFF	00-0062-7768	01-DFARM-0001	BR01	-	-	1,609,473	885,210	(1,609,473.00)	(885,210)		Non to PRIM
MATHEWS JEFF	00-0062-7768	01-DFARM-0001	BS01	1,609,473	1,609,473	-	-	1,609,473.00	1,609,473		
MATHEWS JEFF	00-0062-7768	01-DFARM-0001	LR01	-	-	306,000	168,300	(306,000.00)	(168,300)		
MATHEWS JEFF	00-0062-7768	01-DFARM-0001	LS05	306,000	306,000	-	-	306,000.00	306,000		
								-	861,963		

SHEFFIELD ADAMS	00-0089-1751	03-NSCRK-0131-A1	BR01	-	-	1,536,434	845,039	(1,536,434.00)	(845,039)		Non to PRIM
SHEFFIELD ADAMS	00-0089-1751	03-NSCRK-0131-A1	BS01	1,224,714	1,224,714	-	-	1,224,714.00	1,224,714		
SHEFFIELD ADAMS	00-0089-1751	03-NSCRK-0131-A1	LR01	-	-	499,000	274,450	(499,000.00)	(274,450)		
SHEFFIELD ADAMS	00-0089-1751	03-NSCRK-0131-A1	LS05	499,000	499,000	-	-	499,000.00	499,000		
								(311,720.00)	604,225		
CLEMENS TRISTAN MICHAEL	00-0090-1170	06-VALV1-0010-AL	BR01	-	-	453,457	249,401	(453,457.00)	(249,401)		NON TO PRIM
CLEMENS TRISTAN MICHAEL	00-0090-1170	06-VALV1-0010-AL	BS01	453,457	453,457	-	-	453,457.00	453,457		
CLEMENS TRISTAN MICHAEL	00-0090-1170	06-VALV1-0010-AL	LR01	-	-	210,250	115,638	(210,250.00)	(115,638)		
CLEMENS TRISTAN MICHAEL	00-0090-1170	06-VALV1-0010-AL	LS01	210,250	210,250	-	-	210,250.00	210,250		
								-	298,668		
PARRY JORDAN	00-0090-7313	06-QUAIL2-0226-A1	BR01	-	-	345,000	189,750	(345,000.00)	(189,750)		
PARRY JORDAN	00-0090-7313	06-QUAIL2-0226-A1	BS01	257,694	257,694	-	-	257,694.00	257,694		
PARRY JORDAN	00-0090-7313	06-QUAIL2-0226-A1	LS03	75,000	75,000	-	-	75,000.00	75,000		
PARRY JORDAN	00-0090-7313	06-QUAIL2-0226-A1	LR01	-	-	75,000	75,000	(75,000.00)	(75,000)		
								(87,306.00)	67,944		



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: 09/01/'26 Time Requested: 7 min
Name: Joshua Cook Phone: (801) 845-4015
Address: 48 W. Young Street
Email: jcook@morgancountyutah.gov Fax: _____
Associated County Department: Planning and Development Department

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Public Hearing/Discussion/Decision – *Agriculture Protection Areas*: Provide framework for the creation, continuation, modification, and termination of Agriculture Protection Areas.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

☒
☒
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☐

PUBLIC HEARING
PUBLIC MEETING

☒
☒

AG PROTECTION AREA TEXT AMENDMENT

COUNTY COMMISSION MEETING
SEPTEMBER 1, 2026



AG PROTECTION AREA (APA)

EXISTING PROVISIONS

There were some APA provisions in the County Code but they were incomplete.

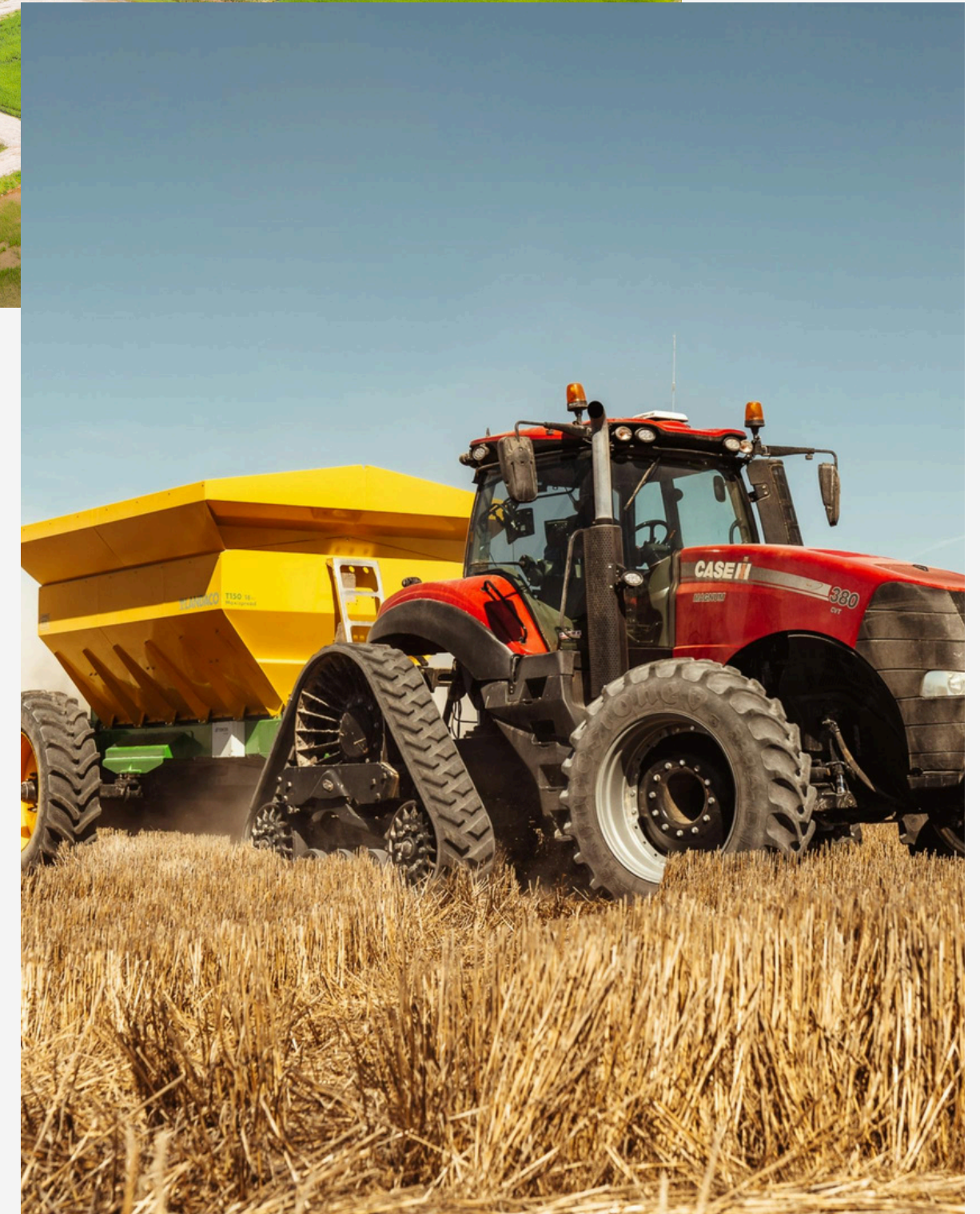
PROPOSED PROVISIONS

The new proposed provisions establish a clear process that is consistent with State Code, which contains the majority of the requirements for APAs.



CHAPTER PROVISIONS

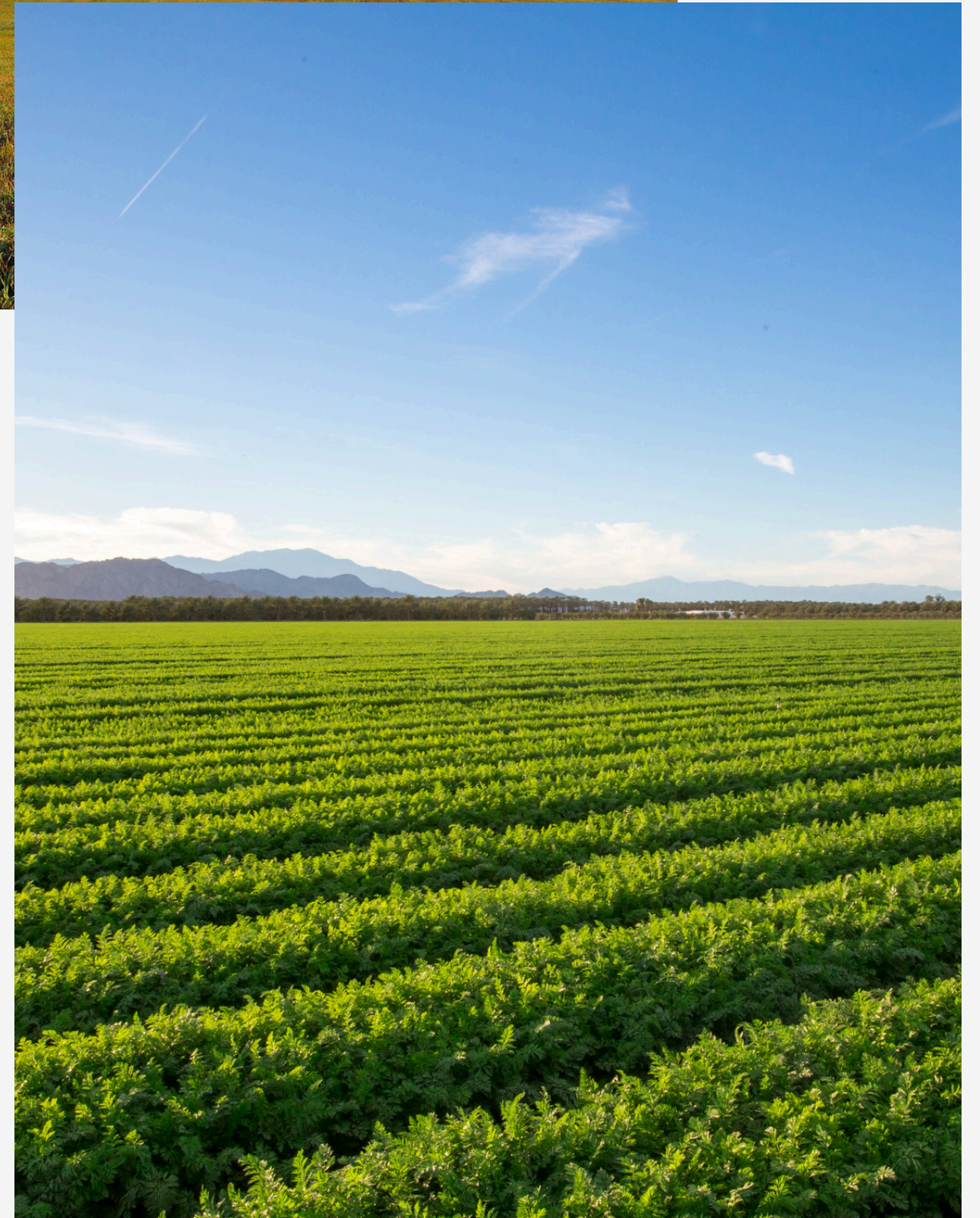
- Purpose & Intent, Definitions
- Establishment of the APA Advisory Board
 - 5 members from County Conservation Board of Supervisors
- Property's eligibility & qualifications
 - At least 5 contiguous acres & been in or capable of ag production at least 2 consecutive years
 - If under FAA/Greenbelt presumed to meet ag use standard
- Who and how to file, signature threshold & contents of application
 - Non-consenting parcels will not be included in the boundaries. (More restrictive than state code.)
- Notification requirements, referral of review & evaluation criteria, and mandatory review time
 - Established by state code 45-day time-limited review with default approval
 - APA Advisory Board & Planning Commission review & recommend to County Commission





CHAPTER PROVISIONS

- Public hearing and final action
 - County Commission holds public hearing
- Recordation & effective date, state coordination, fees
- Addition and Removal processes
 - Additions to area are through same process
 - Removal is administrative process after request made by property owner
- Annexed land, periodic review, & effects of APA designation
 - If municipality annex property part of APA County to review feasibility of annex land remaining in APA
 - Periodic review by County every 20 years



§ 151.03 AGRICULTURE PROTECTION AREAS.

(A) Purpose and intent.

The purpose of this section is to implement Utah Code Title 17, Chapter 81, as amended, providing a local framework for the creation, continuation, modification, and termination of Agricultural Protection Areas in the unincorporated County.

(1) Agricultural Protection Areas are intended to:

- (a) Protect and encourage the continued use of land for viable agricultural production;
- (b) Support the County's General Plan policies for agricultural lands and rural character; and
- (c) Align eligibility for Agricultural Protection Areas with the qualification standards of the Farmland Assessment Act ("FAA"), Utah Code Title 59, Chapter 2, Part 5, as amended, while recognizing that FAA assessment decisions are made solely by the County Assessor under state law.

(B) Definitions.

For purposes of this section, and unless the context clearly indicates otherwise:

- (1) "Actively devoted to agricultural use" and "reasonable expectation of profit" shall be interpreted in accordance with the FAA and applicable guidance of the Utah State Tax Commission and County Assessor.
- (2) "Agricultural production," "land in agricultural production," and other related agricultural terms shall have the meanings given in Utah Code Title 17, Chapter 81, and the Farmland Assessment Act, Utah Code Title 59, Chapter 2, Part 5, as amended, and shall be interpreted consistently with those statutes.
- (3) "Agricultural Protection Area" means an area created and approved in accordance with Utah Code Title 17, Chapter 81, as amended.
- (4) "Farmland Assessment Act" or "FAA" means Utah Code Title 59, Chapter 2, Part 5, as amended.
- (5) "Removal of land from an Agricultural Protection Area" means the administrative action by which the County grants an owner's petition to remove land from an Agricultural Protection Area in accordance with Utah Code Title 17, Chapter 81, as amended. This action is required by state law upon petition of the owner and is not a discretionary land use decision.

(C) Agricultural Protection Area Advisory Board.

- (1) *Established.* An Agriculture Protection Area Advisory Board is hereby established for the County, and to perform the duties set out in Utah Code Annotated section 17-81-102, as amended, and as otherwise provided by this chapter.
- (2) *Appointment of Board members.* The County Commission shall appoint no more than five (5) members from the County's Conservation District Board of Supervisors to serve as the Agriculture Protection Area Advisory Board.
- (3) *Term in office; removal of members.* Each member appointed to the Agriculture Protection Area Advisory Board shall serve until expiration of that member's respective term on the ~~Soil~~ Conservation District Board of Supervisors or for such other term as established at the time of appointment. The County Commission may remove and replace any Advisory Board member for cause or for failure to perform the duties required by law or this chapter.
- (4) *Officers.* The members of the Agriculture Protection Area Advisory Board shall select a Chair and Vice Chair from among the members of the Board. The Board may designate a Secretary, who may be a Board member, County employee, or other person approved by the County Commission.
- (5) *Quorum and rules of operation.* Any three (3) members of the Agriculture Protection Area Advisory Board shall constitute a quorum. All actions of the Board shall be taken at a meeting at which a quorum is present and shall require the affirmative vote of at least three (3) members. All meetings shall be conducted in accordance with the Utah Open and Public Meetings Act, Utah Code Title 52, Chapter 4, as amended.

(D) Eligibility and qualifications.

- (1) Minimum area and contiguity.
 - (a) Each Agricultural Protection Area shall contain at least five (5) contiguous acres, or such greater minimum area as may be required by Utah Code Title 17, Chapter 81, as amended.
 - (b) Two or more parcels may be considered together to meet the minimum acreage if:
The parcels are contiguous or separated only by a public road, right-of-way, or waterway; and
 - (c) The parcels are under identical legal ownership and are operated together as a single agricultural unit, in a manner consistent with FAA treatment of combined or aggregated parcels.
- (2) Active agricultural use and duration of use.
 - (a) Land proposed for inclusion in an Agricultural Protection Area shall be actively devoted to agricultural use with a reasonable expectation of profit from

agricultural production, consistent with the standards for agricultural use under the FAA.

(b) Land shall have been in qualifying agricultural production for at least two (2) consecutive years immediately preceding the filing date of the proposal. For purposes of this subsection, “qualifying agricultural production” means agricultural production that would meet the FAA’s use and production requirements for the applicable land type.

(c) The two-year period may be demonstrated through documentation such as tax assessment records, FAA applications or approvals, leases, crop or livestock production records, or other credible evidence acceptable to the County and consistent with FAA practice.

(3) Production level.

Land included in a proposed Agricultural Protection Area shall produce, or be capable of producing, on average more than fifty percent (50%) of the average agricultural production per acre for the given type of land and location in the County, as used for FAA qualification, unless the FAA or Utah State Tax Commission adopts a different standard.

(4) Non-qualifying areas.

Farmsteads, residential yards, and other non-agricultural areas within a parcel that are not eligible for FAA agricultural assessment shall not be counted toward the minimum acreage requirement, except to the extent permitted by FAA aggregation rules.

(5) Relationship to FAA / Greenbelt.

(a) Land that is currently assessed under the FAA shall be presumed to meet the agricultural use, duration, and production-level requirements of this subsection, subject to confirmation with the County Assessor.

(b) Land that is not currently assessed under the FAA may still qualify for an Agricultural Protection Area if the owner demonstrates that the land meets all applicable FAA eligibility criteria, whether or not an FAA application has been filed or approved.

(c) Designation of land as an Agricultural Protection Area does not confer, guarantee, or replace eligibility for assessment under the FAA. Eligibility for, and continuation of, FAA assessment is governed exclusively by Utah Code Title 59, Chapter 2, Part 5, as amended, and is administered by the County Assessor.

(E) **Who may file.**

Any owner, or group of owners, of land in agricultural production that satisfies the eligibility and qualification standards in subsection **D** may file a proposal to create an Agricultural Protection Area. A proposal may include one or more contiguous parcels or

other parcels permitted to be included together under Utah Code Title 17, Chapter 81, as amended.

(F) **Filing of proposal.**

(1) A proposal to create an Agricultural Protection Area shall be filed with the Community Department on forms approved by the County.

(2) The reviewing department shall accept a proposal for processing only if the proposal is complete and accompanied by the filing fee established by the County’s fee schedule.

(3) The date a complete proposal is accepted by the County shall be deemed the filing date for purposes of this section.

(G) **Required contents of proposal.**

A proposal to create an Agricultural Protection Area shall include, at minimum:

(1) The name and mailing address of each applicant and each owner of record of land proposed for inclusion.

(2) A legal description and map showing the exterior boundaries of the proposed Agricultural Protection Area.

(3) The tax parcel number or account number for each parcel proposed for inclusion.

(4) The acreage of each parcel as shown on County tax records.

(5) A description of the current agricultural production occurring on each parcel, including the duration and type of agricultural use for at least the prior two (2) years.

(6) A statement identifying any requested limitation on the types of agricultural production to be allowed within the proposed Agricultural Protection Area.

(7) Documentation sufficient to establish that the statutory signature requirements have been satisfied.

(8) Documentation sufficient to demonstrate that the land meets the eligibility and qualification standards of subsection **D**, including evidence of FAA assessment or eligibility where applicable.

(9) Any other information required by Utah Code Title 17, Chapter 81, as amended, or by application materials approved by the County.

(H) **Signature threshold.**

A proposal shall be signed by the majority in number of all owners of real property within the proposed Agricultural Protection Area and by the owners of a majority of the land area in agricultural production within the proposed Agricultural Protection Area, unless state law provides otherwise. Owners of real property shall be determined by the records of the County Recorder.

(1) Voluntary inclusion of parcels.

(a) Despite the signature threshold in subsection **H**, no parcel shall be included within an Agricultural Protection Area unless all owners of record of that parcel

have either: (a) signed the proposal or (b) submitted written consent to inclusion in the Agricultural Protection Area before final approval of the proposal by the County Commission.

(2) Effect on non-consenting parcels.

- (a) Parcels whose owners do not sign the proposal or submit written consent shall not be included within the boundaries of the Agricultural Protection Area and shall not be subject to, or benefit from, the specific legal protections associated with Agricultural Protection Area status under Utah Code Title 17, Chapter 81.

(I) Notice of proposal.

Upon acceptance of a complete proposal to create an Agricultural Protection Area, the Community Development Department shall prepare a notice of the proposal in the manner required by Utah Code Title 17, Chapter 81, as amended, stating the commencement of the 15-day comment review period. The County Clerk shall execute this notification as a class B notice in accordance with Utah Code Title 63G, Chapter 30, as amended.

- (1) The geographic area for mailing of the notice shall include the proposed Agricultural Protection Area and the area extending one thousand (1,000) feet beyond the proposed Agricultural Protection Area boundaries.

(2) The notice of proposal shall, at a minimum, include the following information:

- (a) A proposal to create an Agricultural Protection Area has been filed with the County;
- (b) The proposal is available for public inspection at the Community Development Department offices;
- (c) Any person affected by the establishment of the Agricultural Protection Area may, within fifteen (15) days after the date of the notice, file with the County:
 - (1) Written objections to the proposal; or
 - (2) Written request to modify the proposal to exclude land from or add land to the proposed Agricultural Protection Area, identifying specifically the land that should be added or removed;
- (d) That after the 15-day comment review period, the County Commission will submit the proposal to the Agriculture Protection Area Advisory Board and the Planning Commission for review and recommendations;
- (e) The County Commission will hold a public hearing and a separate public notice will be posted when the meeting is scheduled at which time they will consider the recommendations of the Agriculture Protection Area Advisory Board and Planning Commission, and any written objections or modification requests received to date.

(J) Referral for review; evaluation criteria.

- (1) After the time required by state law following notice of the proposal, the Community Development Department shall refer the proposal, together with any objections, comments, or proposed modifications received by the County, to the Agriculture Protection Area Advisory Board and the Planning Commission for review.

(2) The Advisory Board shall evaluate the proposal and submit a written recommendation to the County Commission addressing:

- (a) The desirability of the proposal;
- (b) The nature and extent of agricultural production within the proposed area and its relation to agricultural production in the County as a whole;
- (c) The suitability of the land for continued agricultural production, including soil, water, access, and other relevant resource factors;
- (d) Any proposed limitations on the types of agricultural production to be permitted within the area; and
- (e) Any recommended modifications or conditions.

- (3) The Planning Commission shall review the proposal and submit a written recommendation to the County Commission addressing consistency with applicable land use regulations, surrounding land use patterns, the County General Plan, and any other factors required by Utah Code Title 17, Chapter 81, as amended.

(K) Time for recommendations.

- (1) The Advisory Board and the Planning Commission shall each submit a written recommendation within forty-five (45) days after the proposal is referred to them, unless state law requires a different period.
- (2) Failure to submit a recommendation within the applicable review period may be treated by the County Commission as a recommendation to approve the proposal, as submitted.

(L) Public hearing and final action; approval criteria.

- (1) After receipt of the written recommendations of the Advisory Board and the Planning Commission, or upon expiration of the 45 review period, whichever occurs first, the County Commission shall schedule and hold a public hearing on the proposal.

(2) Notice of the public hearing.

- (a) After the Agriculture Protection Area Advisory Board and Planning Commission have submitted their recommendations under subsection **(J)(2)** and **(J)(3)**, or the applicable 45 day review period has expired, the County Commission shall schedule a public hearing on the proposal in accordance with Utah Code Title 17, Chapter 81, as amended.

- (b) The Community Development Department shall prepare the public hearing notice and the County Clerk shall post as required by Utah law for land use

public hearings, including posting on the Utah Public Notice Website and any other locations required by statute or County ordinance.

(1) The geographic area for the mailing of the notice shall include the proposed Agricultural Protection Area and the area extending one thousand (1,000) feet beyond the proposed Agricultural Protection Area boundaries.

(2) The public hearing notice shall not be posted less than seven (7) days prior to the County Commission public hearing

(c) The public hearing notice shall state, at a minimum:

(1) the date, time, and place of the hearing, and where the proposal and recommendations are available for public inspection

(2) A description of the proposed Agricultural Protection Area, and any modifications to the area, if applicable.

(3) A summary of the recommendations of the Advisory Board and Planning Commission.

(4) A statement that interested persons may appear and speak at the public hearing.

(3) Following the public hearing, the County Commission shall, within the time required by state law, approve, approve with modifications, or deny the proposal.

(4) In acting on a proposal, the County Commission shall consider the recommendations of the Agriculture Protection Area Advisory Board and Planning Commission; the evaluation criteria identified in subsections **J(2)** and **J(3)**, and all other matters required by Utah Code Title 17, Chapter 81, as amended.

(5) Any approval shall identify the boundaries of the Agricultural Protection Area and any limitations on the agricultural production permitted within the area.

(M) Recording and effective date.

Upon approval or approval with modifications, the County shall cause the approved Agricultural Protection Area, together with an executed legal description or other recording document required by law, to be recorded with the County Recorder. The Agricultural Protection Area shall be effective as of the date of recording, unless state law provides otherwise.

(N) State coordination.

Upon creation, expansion, reduction, or termination of an Agricultural Protection Area, the County shall provide notice and appropriate documentation of the action, including a legal description and map, to the Utah Department of Agriculture and Food or any successor agency responsible for cataloging Agricultural Protection Areas under Utah law, to facilitate inclusion in statewide records and mapping.

(O) Fees.

An applicant shall pay the filing fee established by the County for accepting and

processing a proposal to create or amend an Agricultural Protection Area. Unless otherwise provided by the adopted fee schedule, the filing fee includes the County's administrative processing costs and required public notice costs.

(P) Addition of land to an existing Agricultural Protection Area.

(1) Any owner of land may apply to add land to an existing Agricultural Protection Area by filing a proposal with the designated County department and obtaining approval of the County Commission.

(2) A proposal to add land shall be processed in substantially the same manner as a proposal to create an Agricultural Protection Area, including notice, review, hearing, and decision requirements, unless state law expressly provides otherwise.

(3) Land proposed to be added shall meet the eligibility and qualification standards of subsection **D**.

(Q) Removal of land from an existing Agricultural Protection Area.

(1) Any owner may petition to remove land from an existing Agricultural Protection Area by filing a written petition with the Community Development Department, which shall transmit the petition to the County Commission.

(2) No filing fee shall be charged for a petition to remove land from an Agricultural Protection Area unless otherwise authorized by law.

(3) The County Commission shall grant the petition for removal in the manner required by Utah Code Title 17, Chapter 81, as amended.

(4) If land is removed, the County shall record the revised legal description of the remaining Agricultural Protection Area, providing constructive notice to affected persons.

(5) Removal of land from an Agricultural Protection Area does not terminate the Agricultural Protection Area as to the remaining land.

(R) Annexed land.

If a municipality annexes land that is part of an Agricultural Protection Area, the County Commission shall review the feasibility of the annexed land remaining within the Agricultural Protection Area in accordance with Utah Code Title 17, Chapter 81, as amended, and may remove the annexed land from the Agricultural Protection Area when authorized by law and supported by any required owner consent.

(S) Term, periodic review, and continuation of Agricultural Protection Areas.

(1) Each Agricultural Protection Area created under this section shall be reviewed in the twentieth calendar year after its creation, or as otherwise required by Utah Code Title 17, Chapter 81, as amended.

(2) During the review year, the County Commission shall:

(a) Request recommendations from the Agriculture Protection Area Advisory Board and Planning Commission regarding whether the Agricultural Protection Area

processing a proposal to create or amend an Agricultural Protection Area. Unless otherwise provided by the adopted fee schedule, the filing fee includes the County's administrative processing costs and required public notice costs.

(P) Addition of land to an existing Agricultural Protection Area.

- (1) Any owner of land may apply to add land to an existing Agricultural Protection Area by filing a proposal with the designated County department and obtaining approval of the County Commission.
- (2) A proposal to add land shall be processed in substantially the same manner as a proposal to create an Agricultural Protection Area, including notice, review, hearing, and decision requirements, unless state law expressly provides otherwise.
- (3) Land proposed to be added shall meet the eligibility and qualification standards of subsection **D**.

(Q) Removal of land from an existing Agricultural Protection Area.

- (1) Any owner may petition to remove land from an existing Agricultural Protection Area by filing a written petition with the Community Development Department, which shall transmit the petition to the County Commission.
- (2) No filing fee shall be charged for a petition to remove land from an Agricultural Protection Area unless otherwise authorized by law.
- (3) The County Commission shall grant the petition for removal in the manner required by Utah Code Title 17, Chapter 81, as amended.
- (4) If land is removed, the County shall record the revised legal description of the remaining Agricultural Protection Area, providing constructive notice to affected persons.
- (5) Removal of land from an Agricultural Protection Area does not terminate the Agricultural Protection Area as to the remaining land.

(R) Annexed land.

If a municipality annexes land that is part of an Agricultural Protection Area, the County Commission shall review the feasibility of the annexed land remaining within the Agricultural Protection Area in accordance with Utah Code Title 17, Chapter 81, as amended, and may remove the annexed land from the Agricultural Protection Area when authorized by law and supported by any required owner consent.

(S) Term, periodic review, and continuation of Agricultural Protection Areas.

- (1) Each Agricultural Protection Area created under this section shall be reviewed in the twentieth calendar year after its creation, or as otherwise required by Utah Code Title 17, Chapter 81, as amended.
- (2) During the review year, the County Commission shall:
 - (a) Request recommendations from the Agriculture Protection Area Advisory Board and Planning Commission regarding whether the Agricultural Protection Area

should be continued, modified, or terminated;

Hold a public hearing at least one hundred twenty (120) days before the end of the calendar year;

- (b) Provide notice of the hearing using the same procedures applicable to the creation of an Agricultural Protection Area; and
 - (c) After the public hearing, continue, modify, or terminate the Agricultural Protection Area.
- (3) If the County Commission modifies or terminates the Agricultural Protection Area, the County shall record an executed document containing the legal description of the Agricultural Protection Area as modified, or otherwise documenting the termination.
 - (4) If the County Commission does not affirmatively continue, modify, or terminate the Agricultural Protection Area during the twentieth calendar year, the Agricultural Protection Area shall be deemed reauthorized for an additional twenty (20) years, or such other term as provided by state law.
- (T) Effects of Agricultural Protection Area designation.**
- (1) Land within an Agricultural Protection Area is entitled to the protections afforded by Utah Code Title 17, Chapter 81, and applicable right-to-farm and nuisance statutes, including limitations on nuisance actions and certain land use regulations that would unreasonably restrict accepted and normal agricultural operations.
 - (2) Nothing in this section shall be construed to exempt land or operations within an Agricultural Protection Area from applicable federal, state, or local environmental, health, or safety laws, or from generally applicable building and fire codes.
 - (3) The creation or continuation of an Agricultural Protection Area does not obligate the County to provide any additional public facilities or services to the area, nor does it guarantee any particular zoning classification or development approval.

QUESTIONS?



Planning Outpost

§ 151.03 AGRICULTURE PROTECTION AREAS.

(A) Purpose and intent.

The purpose of this section is to implement Utah Code Title 17, Chapter 81, as amended, providing a local framework for the creation, continuation, modification, and termination of Agricultural Protection Areas in the unincorporated County.

(1) Agricultural Protection Areas are intended to:

- (a) Protect and encourage the continued use of land for viable agricultural production;
- (b) Support the County's General Plan policies for agricultural lands and rural character; and
- (c) Implement Agricultural Protection Areas independently of assessment under the Farmland Assessment Act, while recognizing that land qualifying for assessment under the Farmland Assessment Act may provide relevant information regarding agricultural use.

(B) Definitions.

For purposes of this section, and unless the context clearly indicates otherwise:

- (1) "Agricultural production," "land in agricultural production," and other related agricultural terms shall have the meanings given in Utah Code Title 17, Chapter 81, as amended.
- (2) "Agricultural Protection Area" means an area created and approved in accordance with Utah Code Title 17, Chapter 81, as amended.
- (3) "Farmland Assessment Act" or "FAA" means Utah Code Title 59, Chapter 2, Part 5, as amended.
- (4) "Removal of land from an Agricultural Protection Area" means the administrative action by which the County grants an owner's petition to remove land from an Agricultural Protection Area in accordance with Utah Code Title 17, Chapter 81, as amended. This action is required by state law upon petition of the owner and is not a discretionary land use decision.

(C) Agricultural Protection Area Advisory Board.

- (1) *Established.* An Agriculture Protection Area Advisory Board is hereby established for the County, and to perform the duties set out in Utah Code Annotated section 17-81-102, as amended, and as otherwise provided by this chapter.

- (2) *Appointment of Board members.* The County Commission shall appoint no more than five (5) members from the County's Conservation District Board to serve as the Agriculture Protection Area Advisory Board.
- (3) *Term in office; removal of members.* Each member appointed to the Agriculture Protection Area Advisory Board shall serve until expiration of that member's respective term on the Conservation District Board or for such other term as established at the time of appointment. The County Commission may remove and replace any Advisory Board member for cause or for failure to perform the duties required by law or this chapter.
- ~~(4)~~ *Officers.* The members of the Agriculture Protection Area Advisory Board shall select a Chair and Vice Chair from among the members of the Board. The Board may designate a Secretary, who may be a Board member, County employee, or other person approved by the County Commission.
- ~~(5)~~ *Quorum and rules of operation.* Any three (3) members of the Agriculture Protection Area Advisory Board shall constitute a quorum. All actions of the Board shall be taken at a meeting at which a quorum is present and shall require the affirmative vote of at least three (3) members. All meetings shall be conducted in accordance with the Utah Open and Public Meetings Act, Utah Code Title 52, Chapter 4, as amended.

(D) Eligibility and qualifications.

- (1) Geographic configuration of Agricultural Protection Areas.
 - (a) An Agricultural Protection Area may include one or more parcels of land in agricultural production. Parcels included within an Agricultural Protection Area should form a contiguous geographic area; however, parcels separated only by a public road, right-of-way, railroad corridor, waterway, or similar physical interruption may be considered contiguous for purposes of this section.
- (2) (2) Related noncontiguous parcels.
 - (a) The County Commission may approve inclusion of noncontiguous parcels within the same Agricultural Protection Area only if the parcels are part of the same agricultural operation, are under common ownership or common management, or otherwise have a demonstrated functional relationship that supports treatment as one Agricultural Protection Area.
- (3) Separate Agricultural Protection Areas.
 - (a) Agricultural parcels that are not contiguous and do not have a demonstrated functional relationship shall be processed as separate Agricultural Protection Area proposals or as separate Agricultural Protection Areas under the same application, if the County determines that joint processing is administratively appropriate.

(4) Active agricultural use and duration of use.

- (a) Land proposed for inclusion in an Agricultural Protection Area shall be actively devoted to agricultural use with a reasonable expectation of profit from agricultural production.
- (b) Land shall have been in qualifying agricultural production for at least two (2) consecutive years immediately preceding the filing date of the proposal.
- (c) The two-year period may be demonstrated through documentation such as tax assessment records, FAA applications or approvals, leases, crop or livestock production records, or other credible evidence.

(5) Production level.

Land included in a proposed Agricultural Protection Area shall produce, or be capable of producing, on average more than fifty percent (50%) of the average agricultural production per acre for the given type of land and location in the County.

(6) Relationship to FAA / Greenbelt.

- (a) Land that is currently assessed under the FAA shall be presumed to meet the agricultural use, duration, and production-level requirements of this subsection, subject to confirmation with the County Assessor.
- (b) Designation of land as an Agricultural Protection Area does not confer, guarantee, or replace eligibility for assessment under the FAA. Eligibility for, and continuation of, FAA assessment is governed exclusively by Utah Code Title 59, Chapter 2, Part 5, as amended, and is administered by the County Assessor.

(E) Who may file.

Any owner, or group of owners, of land in agricultural production that satisfies the eligibility and qualification standards in subsection **D** may file a proposal to create an Agricultural Protection Area. A proposal may include one or more contiguous parcels or other parcels permitted to be included together under Utah Code Title 17, Chapter 81, as amended.

(F) Filing of proposal.

- (1) A proposal to create an Agricultural Protection Area shall be filed with the Community Department on forms approved by the County.
- (2) The reviewing department shall accept a proposal for processing only if the proposal is complete and accompanied by the filing fee established by the County's fee schedule.
- (3) The date a complete proposal is accepted by the County shall be deemed the filing date for purposes of this section.

(G) Required contents of proposal.

A proposal to create an Agricultural Protection Area shall include, at minimum:

- (1) The name and mailing address of each applicant and each owner of record of land proposed for inclusion.
- (2) A legal description and map showing the exterior boundaries of the proposed Agricultural Protection Area.
- (3) The tax parcel number or account number for each parcel proposed for inclusion.
- (4) The acreage of each parcel as shown on County tax records.
- (5) A description of the current agricultural production occurring on each parcel, including the duration and type of agricultural use for at least the prior two (2) years.
- (6) Documentation sufficient to establish that the statutory signature requirements have been satisfied.
- (7) Documentation sufficient to demonstrate that the land meets the eligibility and qualification standards of subsection **D** are met.
 - (a) Evidence of current assessment under the Farmland Assessment Act may be submitted as supporting information but is not required.
- (8) Any other information required by Utah Code Title 17, Chapter 81, as amended, or by application materials approved by the County.

(H) Signature threshold.

A proposal shall be signed by the majority in number of all owners of real property within the proposed Agricultural Protection Area and by the owners of a majority of the land area in agricultural production within the proposed Agricultural Protection Area, unless state law provides otherwise. Owners of real property shall be determined by the records of the County Recorder.

- (1) Voluntary inclusion of parcels.
 - (a) Despite the signature threshold in subsection **H**, no parcel shall be included within an Agricultural Protection Area unless all owners of record of that parcel have either: (a) signed the proposal or (b) submitted written consent to inclusion in the Agricultural Protection Area before final approval of the proposal by the County Commission.
- (2) Effect on non-consenting parcels.
 - (a) Parcels whose owners do not sign the proposal or submit written consent shall not be included within the boundaries of the Agricultural Protection Area and shall not be subject to, or benefit from, the specific legal protections associated with Agricultural Protection Area status under Utah Code Title 17, Chapter 81.

(I) Notice of proposal.

Upon acceptance of a complete proposal to create an Agricultural Protection Area, the Community Development Department shall prepare a notice of the proposal in the manner required by Utah Code Title 17, Chapter 81, as amended, stating the commencement of the 15-day comment review period. The County Clerk shall execute

this notification as a class B notice in accordance with Utah Code Title 63G, Chapter 30, as amended.

- (1) The geographic area for mailing of the notice shall include the proposed Agricultural Protection Area and the area extending one thousand (1,000) feet beyond the proposed Agricultural Protection Area boundaries.
- (2) The notice of proposal shall, at a minimum, include the following information:
 - (a) A proposal to create an Agricultural Protection Area has been filed with the County;
 - (b) The proposal is available for public inspection at the Community Development Department offices;
 - (c) Any person affected by the establishment of the Agricultural Protection Area may, within fifteen (15) days after the date of the notice, file with the County:
 - (1) Written objections to the proposal; or
 - (2) Written request to modify the proposal to exclude land from or add land to the proposed Agricultural Protection Area, identifying specifically the land that should be added or removed;
 - (d) That after the 15-day comment review period, the County Commission will submit the proposal to the Agriculture Protection Area Advisory Board and the Planning Commission for review and recommendations;
 - (e) The County Commission will hold a public hearing and a separate public notice will be posted when the meeting is scheduled at which time they will consider the recommendations of the Agriculture Protection Area Advisory Board and Planning Commission, and any written objections or modification requests received to date.

(J) Referral for review; evaluation criteria.

- (1) After the time required by state law following notice of the proposal, the Community Development Department shall refer the proposal, together with any objections, comments, or proposed modifications received by the County, to the Agriculture Protection Area Advisory Board and the Planning Commission for review.
- (2) The Advisory Board shall evaluate the proposal and submit a written recommendation to the County Commission addressing:
 - (a) The desirability of the proposal;
 - (b) The nature and extent of agricultural production within the proposed area and its relation to agricultural production in the County as a whole;
 - (c) The suitability of the land for continued agricultural production, including soil, water, access, and other relevant resource factors; and
 - (d) Any recommended modifications or conditions.

- (3) The Planning Commission shall review the proposal and submit a written recommendation to the County Commission addressing consistency with applicable land use regulations, surrounding land use patterns, the County General Plan, and any other factors required by Utah Code Title 17, Chapter 81, as amended.

(K) Time for recommendations.

- (1) The Advisory Board and the Planning Commission shall each submit a written recommendation within forty-five (45) days after the proposal is referred to them, unless state law requires a different period.
- (2) Failure to submit a recommendation within the applicable review period may be treated by the County Commission as a recommendation to approve the proposal, as submitted.

(L) Public hearing and final action; approval criteria.

- (1) After receipt of the written recommendations of the Advisory Board and the Planning Commission, or upon expiration of the 45 review period, whichever occurs first, the County Commission shall schedule and hold a public hearing on the proposal.
- (2) Notice of the public hearing.
 - (a) After the Agriculture Protection Area Advisory Board and Planning Commission have submitted their recommendations under subsection **(J)(2)** and **(J)(3)**, or the applicable 45 day review period has expired, the County Commission shall schedule a public hearing on the proposal in accordance with Utah Code Title 17, Chapter 81, as amended.
 - (b) The Community Development Department shall prepare the public hearing notice and the County Clerk shall post as required by Utah law for land use public hearings, including posting on the Utah Public Notice Website and any other locations required by statute or County ordinance.
 - (1) The geographic area for the mailing of the notice shall include the proposed Agricultural Protection Area and the area extending one thousand (1,000) feet beyond the proposed Agricultural Protection Area boundaries.
 - (2) The public hearing notice shall not be posted less than seven (7) days prior to the County Commission public hearing
- (c) The public hearing notice shall state, at a minimum:
 - (1) the date, time, and place of the hearing, and where the proposal and recommendations are available for public inspection
 - (2) A description of the proposed Agricultural Protection Area, and any modifications to the area, if applicable.
 - (3) A summary of the recommendations of the Advisory Board and Planning Commission.

- (4) A statement that interested persons may appear and speak at the public hearing.
- (3) Following the public hearing, the County Commission shall, within the time required by state law, approve, approve with modifications, or deny the proposal.
- (4) In acting on a proposal, the County Commission shall consider the recommendations of the Agriculture Protection Area Advisory Board and Planning Commission; the evaluation criteria identified in subsections **J(2)** and **J(3)**, and all other matters required by Utah Code Title 17, Chapter 81, as amended.
- (5) Approval shall identify the boundaries of the Agricultural Protection Area.

(M) Recording and effective date.

Upon approval or approval with modifications, the County shall cause the approved Agricultural Protection Area, together with an executed legal description or other recording document required by law, to be recorded with the County Recorder. The Agricultural Protection Area shall be effective as of the date of recording, unless state law provides otherwise.

(N) State coordination.

Upon creation, expansion, reduction, or termination of an Agricultural Protection Area, the County shall provide notice and appropriate documentation of the action, including a legal description and map, to the Utah Department of Agriculture and Food or any successor agency responsible for cataloging Agricultural Protection Areas under Utah law, to facilitate inclusion in statewide records and mapping.

(O) Fees.

An applicant shall pay the filing fee established by the County for accepting and processing a proposal to create or amend an Agricultural Protection Area. Unless otherwise provided by the adopted fee schedule, the filing fee includes the County's administrative processing costs and required public notice costs.

(P) Addition of land to an existing Agricultural Protection Area.

- (1) Any owner of land may apply to add land to an existing Agricultural Protection Area by filing a proposal with the designated County department and obtaining approval of the County Commission.
- (2) A proposal to add land shall be processed in substantially the same manner as a proposal to create an Agricultural Protection Area, including notice, review, hearing, and decision requirements, unless state law expressly provides otherwise.
- (3) Land proposed to be added shall meet the eligibility and qualification standards of subsection **D**.

(Q) Removal of land from an existing Agricultural Protection Area.

- (1) Any owner may petition to remove land from an existing Agricultural Protection Area by filing a written petition with the Community Development Department, which shall transmit the petition to the County Commission.
- (2) No filing fee shall be charged for a petition to remove land from an Agricultural Protection Area unless otherwise authorized by law.
- (3) The County Commission shall grant the petition for removal in the manner required by Utah Code Title 17, Chapter 81, as amended.
- (4) If land is removed, the County shall record the revised legal description of the remaining Agricultural Protection Area, providing constructive notice to affected persons.
- (5) Removal of land from an Agricultural Protection Area does not terminate the Agricultural Protection Area as to the remaining land.

(R) Annexed land.

If a municipality annexes land that is part of an Agricultural Protection Area, the County Commission shall review the feasibility of the annexed land remaining within the Agricultural Protection Area in accordance with Utah Code Title 17, Chapter 81, as amended, and may remove the annexed land from the Agricultural Protection Area when authorized by law and supported by any required owner consent.

(S) Term, periodic review, and continuation of Agricultural Protection Areas.

- (1) Each Agricultural Protection Area created under this section shall be reviewed in the twentieth calendar year after its creation, or as otherwise required by Utah Code Title 17, Chapter 81, as amended.
- (2) During the review year, the County Commission shall:
 - (a) Request recommendations from the Agriculture Protection Area Advisory Board and Planning Commission regarding whether the Agricultural Protection Area should be continued, modified, or terminated;
Hold a public hearing at least one hundred twenty (120) days before the end of the calendar year;
 - (b) Provide notice of the hearing using the same procedures applicable to the creation of an Agricultural Protection Area; and
 - (c) After the public hearing, continue, modify, or terminate the Agricultural Protection Area.
- (3) If the County Commission modifies or terminates the Agricultural Protection Area, the County shall record an executed document containing the legal description of the Agricultural Protection Area as modified, or otherwise documenting the termination.
- (4) If the County Commission does not affirmatively continue, modify, or terminate the Agricultural Protection Area during the twentieth calendar year, the Agricultural

Protection Area shall be deemed reauthorized for an additional twenty (20) years, or such other term as provided by state law.

(T) Effects of Agricultural Protection Area designation.

- (1) Land within an Agricultural Protection Area is entitled to the protections afforded by Utah Code Title 17, Chapter 81, and applicable right-to-farm and nuisance statutes, including limitations on nuisance actions and certain land use regulations that would unreasonably restrict accepted and normal agricultural operations.
- (2) Nothing in this section shall be construed to exempt land or operations within an Agricultural Protection Area from applicable federal, state, or local environmental, health, or safety laws, or from generally applicable building and fire codes.
- (3) The creation or continuation of an Agricultural Protection Area does not obligate the County to provide any additional public facilities or services to the area, nor does it guarantee any particular zoning classification or development approval.

MORGAN COUNTY AGRICULTURAL PROTECTION AREA TEXT AMENDMENT (Legislative Format)

§ 151.03 AGRICULTURE PROTECTION AREAS.

(A) Purpose and intent.

The purpose of this section is to implement Utah Code Title 17, Chapter 81, as amended, providing a local framework for the creation, continuation, modification, and termination of Agricultural Protection Areas in the unincorporated County.

(1) Agricultural Protection Areas are intended to:

- (a) Protect and encourage the continued use of land for viable agricultural production;
- (b) Support the County's General Plan policies for agricultural lands and rural character; and
- (c) Implement Agricultural Protection Areas independently of assessment under the Farmland Assessment Act, while recognizing that land qualifying for assessment under the Farmland Assessment Act may provide relevant information regarding agricultural use.

(B) Definitions.

For purposes of this section, and unless the context clearly indicates otherwise:

- (1) "Agricultural production," "land in agricultural production," and other related agricultural terms shall have the meanings given in Utah Code Title 17, Chapter 81, as amended.
- (2) "Agricultural Protection Area" means an area created and approved in accordance with Utah Code Title 17, Chapter 81, as amended.
- (3) "Farmland Assessment Act" or "FAA" means Utah Code Title 59, Chapter 2, Part 5, as amended.
- (4) "Removal of land from an Agricultural Protection Area" means the administrative action by which the County grants an owner's petition to remove land from an Agricultural Protection Area in accordance with Utah Code Title 17, Chapter 81, as amended. This action is required by state law upon petition of the owner and is not a discretionary land use decision.

(C) Agricultural Protection Area Advisory Board.

- (1) Established. An Agriculture Protection Area Advisory Board is hereby established for the County, pursuant to Utah Code Annotated section 17-41-201 and to perform the

duties set out in Utah Code Annotated section ~~17-41-201~~ 17-81-102, as amended, and as otherwise provided by this chapter.

- (2) *Appointment of Board members.* The County Commission shall appoint no more than five (5) members from the County's Conservation District Board to serve as the Agriculture Protection Area Advisory Board.
- (3) *Term in office; removal of members.* Each member appointed to the Agriculture Protection Area Advisory Board shall ~~serve on said Board~~ until expiration of that member's respective term on the ~~Soil Conservation District Board of Supervisors~~ or for a such other term as established at the time of appointment. The County Commission may remove and replace any Advisory Board member for cause or for failure to perform the duties required by law or this chapter.
- ~~(4)~~ *Officers.* The members of the Agriculture Protection Area Advisory Board shall select a Chairperson and Vice Chairperson from among the members of the Board. ~~The Chairperson and Vice Chairperson shall be selected from among the members of the Agriculture Protection Area Advisory Board. A selection of a county employee to serve as Secretary must be approved by the County Commission. The Board may designate a Secretary, who may be a Board member, County employee, or other person approved by the County Commission.~~
- (5) *Quorum and rules of operation.* Any three (3) members of the Agriculture Protection Area Advisory Board shall constitute a quorum. All actions of the Board ~~must be made in~~ shall be taken at a meeting at which a quorum is present and shall require the affirmative vote of at least three (3) members. ~~Any actions of the Agriculture Protection Area Advisory Board must be approved by at least three members of that Board. All meetings shall be conducted in accordance with the state's Open and Public Meetings Act, as set forth in UCA §§ 52-4-1 et seq. All meetings shall be conducted in accordance with the Utah Open and Public Meetings Act, Utah Code Title 52, Chapter 4, as amended.~~

~~(B) *Minimum size for agriculture protection areas.* Pursuant to UCA § 17-41-301(5), or any later amendment or enactment of that section, the minimum acreage (five acres) required for greenbelt must be included in each agriculture protection area established within the county.~~

~~(C) *Fees for accepting and processing proposals.* Any person filing a proposal to create an agriculture protection area, pursuant to UCA § 17-41, shall pay a fee at the time of filing. The amount of the fee shall be established by resolution of the County Commission. In addition, any person or persons filing a proposal for creation of an agriculture protection area shall reimburse the county for all publication costs incurred by the county in~~

~~publishing the notices required under UCA § 17-41, or any subsequent amendment or enactment of that statute.~~

~~(D) *Filing procedure.* All proposals to create agriculture protection areas within the county shall be filed in the office of the County Clerk. All proposals must be accompanied by the filing fee established by the County Commission.~~

(D) Eligibility and qualifications.

(1) Geographic configuration of Agricultural Protection Areas.

(a) An Agricultural Protection Area may include one or more parcels of land in agricultural production. Parcels included within an Agricultural Protection Area should form a contiguous geographic area; however, parcels separated only by a public road, right-of-way, railroad corridor, waterway, or similar physical interruption may be considered contiguous for purposes of this section.

(2) (2) Related noncontiguous parcels.

(a) The County Commission may approve inclusion of noncontiguous parcels within the same Agricultural Protection Area only if the parcels are part of the same agricultural operation, are under common ownership or common management, or otherwise have a demonstrated functional relationship that supports treatment as one Agricultural Protection Area.

(3) Separate Agricultural Protection Areas.

(a) Agricultural parcels that are not contiguous and do not have a demonstrated functional relationship shall be processed as separate Agricultural Protection Area proposals or as separate Agricultural Protection Areas under the same application, if the County determines that joint processing is administratively appropriate.

(4) Active agricultural use and duration of use.

(a) Land proposed for inclusion in an Agricultural Protection Area shall be actively devoted to agricultural use with a reasonable expectation of profit from agricultural production.

(b) Land shall have been in qualifying agricultural production for at least two (2) consecutive years immediately preceding the filing date of the proposal.

(c) The two-year period may be demonstrated through documentation such as tax assessment records, FAA applications or approvals, leases, crop or livestock production records, or other credible evidence.

(5) Production level.

Land included in a proposed Agricultural Protection Area shall produce, or be capable of producing, on average more than fifty percent (50%) of the average agricultural production per acre for the given type of land and location in the County.

(6) Relationship to FAA / Greenbelt.

- (a) Land that is currently assessed under the FAA shall be presumed to meet the agricultural use, duration, and production-level requirements of this subsection, subject to confirmation with the County Assessor.
- (b) Designation of land as an Agricultural Protection Area does not confer, guarantee, or replace eligibility for assessment under the FAA. Eligibility for, and continuation of, FAA assessment is governed exclusively by Utah Code Title 59, Chapter 2, Part 5, as amended, and is administered by the County Assessor.

(E) **Who may file.**

Any owner, or group of owners, of land in agricultural production that satisfies the eligibility and qualification standards in subsection **D** may file a proposal to create an Agricultural Protection Area. A proposal may include one or more contiguous parcels or other parcels permitted to be included together under Utah Code Title 17, Chapter 81, as amended.

(F) **Filing of proposal.**

- (1) A proposal to create an Agricultural Protection Area shall be filed with the Community Department on forms approved by the County.
- (2) The reviewing department shall accept a proposal for processing only if the proposal is complete and accompanied by the filing fee established by the County's fee schedule.
- (3) The date a complete proposal is accepted by the County shall be deemed the filing date for purposes of this section.

(G) **Required contents of proposal.**

A proposal to create an Agricultural Protection Area shall include, at minimum:

- (1) The name and mailing address of each applicant and each owner of record of land proposed for inclusion.
- (2) A legal description and map showing the exterior boundaries of the proposed Agricultural Protection Area.
- (3) The tax parcel number or account number for each parcel proposed for inclusion.
- (4) The acreage of each parcel as shown on County tax records.
- (5) A description of the current agricultural production occurring on each parcel, including the duration and type of agricultural use for at least the prior two (2) years.
- (6) Documentation sufficient to establish that the statutory signature requirements have been satisfied.
- (7) Documentation sufficient to demonstrate that the land meets the eligibility and qualification standards of subsection **D** are met.
 - (a) Evidence of current assessment under the Farmland Assessment Act may be submitted as supporting information but is not required.

(8) Any other information required by Utah Code Title 17, Chapter 81, as amended, or by application materials approved by the County.

(H) Signature threshold.

A proposal shall be signed by the majority in number of all owners of real property within the proposed Agricultural Protection Area and by the owners of a majority of the land area in agricultural production within the proposed Agricultural Protection Area, unless state law provides otherwise. Owners of real property shall be determined by the records of the County Recorder.

(1) Voluntary inclusion of parcels.

(a) Despite the signature threshold in subsection H, no parcel shall be included within an Agricultural Protection Area unless all owners of record of that parcel have either: (a) signed the proposal or (b) submitted written consent to inclusion in the Agricultural Protection Area before final approval of the proposal by the County Commission.

(2) Effect on non-consenting parcels.

(a) Parcels whose owners do not sign the proposal or submit written consent shall not be included within the boundaries of the Agricultural Protection Area and shall not be subject to, or benefit from, the specific legal protections associated with Agricultural Protection Area status under Utah Code Title 17, Chapter 81.

(I) Notice of proposal.

Upon acceptance of a complete proposal to create an Agricultural Protection Area, the Community Development Department shall prepare a notice of the proposal in the manner required by Utah Code Title 17, Chapter 81, as amended, stating the commencement of the 15-day comment review period. The County Clerk shall execute this notification as a class B notice in accordance with Utah Code Title 63G, Chapter 30, as amended.

(1) The geographic area for mailing of the notice shall include the proposed Agricultural Protection Area and the area extending one thousand (1,000) feet beyond the proposed Agricultural Protection Area boundaries.

(2) The notice of proposal shall, at a minimum, include the following information:

(a) A proposal to create an Agricultural Protection Area has been filed with the County;

(b) The proposal is available for public inspection at the Community Development Department offices;

(c) Any person affected by the establishment of the Agricultural Protection Area may, within fifteen (15) days after the date of the notice, file with the County:

(1) Written objections to the proposal; or

- (2) Written request to modify the proposal to exclude land from or add land to the proposed Agricultural Protection Area, identifying specifically the land that should be added or removed;
 - (d) That after the 15-day comment review period, the County Commission will submit the proposal to the Agriculture Protection Area Advisory Board and the Planning Commission for review and recommendations;
 - (e) The County Commission will hold a public hearing and a separate public notice will be posted when the meeting is scheduled at which time they will consider the recommendations of the Agriculture Protection Area Advisory Board and Planning Commission, and any written objections or modification requests received to date.
- (J) **Referral for review; evaluation criteria.**
 - (1) After the time required by state law following notice of the proposal, the Community Development Department shall refer the proposal, together with any objections, comments, or proposed modifications received by the County, to the Agriculture Protection Area Advisory Board and the Planning Commission for review.
 - (2) The Advisory Board shall evaluate the proposal and submit a written recommendation to the County Commission addressing:
 - (a) The desirability of the proposal;
 - (b) The nature and extent of agricultural production within the proposed area and its relation to agricultural production in the County as a whole;
 - (c) The suitability of the land for continued agricultural production, including soil, water, access, and other relevant resource factors; and
 - (d) Any recommended modifications or conditions.
 - (3) The Planning Commission shall review the proposal and submit a written recommendation to the County Commission addressing consistency with applicable land use regulations, surrounding land use patterns, the County General Plan, and any other factors required by Utah Code Title 17, Chapter 81, as amended.
- (K) **Time for recommendations.**
 - (1) The Advisory Board and the Planning Commission shall each submit a written recommendation within forty-five (45) days after the proposal is referred to them, unless state law requires a different period.
 - (2) Failure to submit a recommendation within the applicable review period may be treated by the County Commission as a recommendation to approve the proposal, as submitted.
- (L) **Public hearing and final action; approval criteria.**

- (1) After receipt of the written recommendations of the Advisory Board and the Planning Commission, or upon expiration of the 45 review period, whichever occurs first, the County Commission shall schedule and hold a public hearing on the proposal.
 - (2) Notice of the public hearing.
 - (a) After the Agriculture Protection Area Advisory Board and Planning Commission have submitted their recommendations under subsection **J(2)** and **J(3)**, or the applicable 45 day review period has expired, the County Commission shall schedule a public hearing on the proposal in accordance with Utah Code Title 17, Chapter 81, as amended.
 - (b) The Community Development Department shall prepare the public hearing notice and the County Clerk shall post as required by Utah law for land use public hearings, including posting on the Utah Public Notice Website and any other locations required by statute or County ordinance.
 - (1) The geographic area for the mailing of the notice shall include the proposed Agricultural Protection Area and the area extending one thousand (1,000) feet beyond the proposed Agricultural Protection Area boundaries.
 - (2) The public hearing notice shall not be posted less than seven (7) days prior to the County Commission public hearing
 - (c) The public hearing notice shall state, at a minimum:
 - (1) the date, time, and place of the hearing, and where the proposal and recommendations are available for public inspection
 - (2) A description of the proposed Agricultural Protection Area, and any modifications to the area, if applicable.
 - (3) A summary of the recommendations of the Advisory Board and Planning Commission.
 - (4) A statement that interested persons may appear and speak at the public hearing.
 - (3) Following the public hearing, the County Commission shall, within the time required by state law, approve, approve with modifications, or deny the proposal.
 - (4) In acting on a proposal, the County Commission shall consider the recommendations of the Agriculture Protection Area Advisory Board and Planning Commission; the evaluation criteria identified in subsections **J(2)** and **J(3)**, and all other matters required by Utah Code Title 17, Chapter 81, as amended.
 - (5) Approval shall identify the boundaries of the Agricultural Protection Area.
- (M) Recording and effective date.**
- Upon approval or approval with modifications, the County shall cause the approved Agricultural Protection Area, together with an executed legal description or other recording document required by law, to be recorded with the County Recorder. The

Agricultural Protection Area shall be effective as of the date of recording, unless state law provides otherwise.

(N) State coordination.

Upon creation, expansion, reduction, or termination of an Agricultural Protection Area, the County shall provide notice and appropriate documentation of the action, including a legal description and map, to the Utah Department of Agriculture and Food or any successor agency responsible for cataloging Agricultural Protection Areas under Utah law, to facilitate inclusion in statewide records and mapping.

(O) Fees.

An applicant shall pay the filing fee established by the County for accepting and processing a proposal to create or amend an Agricultural Protection Area. Unless otherwise provided by the adopted fee schedule, the filing fee includes the County's administrative processing costs and required public notice costs.

(P) Addition of land to an existing Agricultural Protection Area.

- (1) Any owner of land may apply to add land to an existing Agricultural Protection Area by filing a proposal with the designated County department and obtaining approval of the County Commission.
- (2) A proposal to add land shall be processed in substantially the same manner as a proposal to create an Agricultural Protection Area, including notice, review, hearing, and decision requirements, unless state law expressly provides otherwise.
- (3) Land proposed to be added shall meet the eligibility and qualification standards of subsection D.

(Q) Removal of land from an existing Agricultural Protection Area.

- (1) Any owner may petition to remove land from an existing Agricultural Protection Area by filing a written petition with the Community Development Department, which shall transmit the petition to the County Commission.
- (2) No filing fee shall be charged for a petition to remove land from an Agricultural Protection Area unless otherwise authorized by law.
- (3) The County Commission shall grant the petition for removal in the manner required by Utah Code Title 17, Chapter 81, as amended.
- (4) If land is removed, the County shall record the revised legal description of the remaining Agricultural Protection Area, providing constructive notice to affected persons.
- (5) Removal of land from an Agricultural Protection Area does not terminate the Agricultural Protection Area as to the remaining land.

(R) Annexed land.

If a municipality annexes land that is part of an Agricultural Protection Area, the County Commission shall review the feasibility of the annexed land remaining within the

Agricultural Protection Area in accordance with Utah Code Title 17, Chapter 81, as amended, and may remove the annexed land from the Agricultural Protection Area when authorized by law and supported by any required owner consent.

(S) Term, periodic review, and continuation of Agricultural Protection Areas.

- (1) Each Agricultural Protection Area created under this section shall be reviewed in the twentieth calendar year after its creation, or as otherwise required by Utah Code Title 17, Chapter 81, as amended.
- (2) During the review year, the County Commission shall:
 - (a) Request recommendations from the Agriculture Protection Area Advisory Board and Planning Commission regarding whether the Agricultural Protection Area should be continued, modified, or terminated;
Hold a public hearing at least one hundred twenty (120) days before the end of the calendar year;
 - (b) Provide notice of the hearing using the same procedures applicable to the creation of an Agricultural Protection Area; and
 - (c) After the public hearing, continue, modify, or terminate the Agricultural Protection Area.
- (3) If the County Commission modifies or terminates the Agricultural Protection Area, the County shall record an executed document containing the legal description of the Agricultural Protection Area as modified, or otherwise documenting the termination.
- (4) If the County Commission does not affirmatively continue, modify, or terminate the Agricultural Protection Area during the twentieth calendar year, the Agricultural Protection Area shall be deemed reauthorized for an additional twenty (20) years, or such other term as provided by state law.

(T) Effects of Agricultural Protection Area designation.

- (1) Land within an Agricultural Protection Area is entitled to the protections afforded by Utah Code Title 17, Chapter 81, and applicable right-to-farm and nuisance statutes, including limitations on nuisance actions and certain land use regulations that would unreasonably restrict accepted and normal agricultural operations.
- (2) Nothing in this section shall be construed to exempt land or operations within an Agricultural Protection Area from applicable federal, state, or local environmental, health, or safety laws, or from generally applicable building and fire codes.
- (3) The creation or continuation of an Agricultural Protection Area does not obligate the County to provide any additional public facilities or services to the area, nor does it guarantee any particular zoning classification or development approval.



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: 09/01/'26 Time Requested: 7 min
Name: Joshua Cook Phone: (801) 845-4015
Address: 48 W. Young Street
Email: jcook@morgancountyutah.gov Fax: _____
Associated County Department: Planning and Development Department

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Public Hearing/Discussion/Decision – *Anderson Rezone:* A request 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.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

☒
☒
☒
☐

PUBLIC HEARING
PUBLIC MEETING

☒
☒



PLANNING & DEVELOPMENT

County Commission
Staff Report
Zoning Map Amendment

September 1, 2026

Anderson Rezone
Public Hearing
September 1, 2026

Application No.:	26.014
Applicant/Owner:	James Anderson
Project Location:	2685 W. Old Highway Road
Parcel Number:	00-0080-5626
Serial Number:	01-ENTE-0003
Date of Application:	April 20, 2026
Current Zoning:	Rural Residential (RR-1) and Agriculture (A-20)
General Plan Designation:	Village Low Density Residential (1/2 acre lots)
Acreage:	2.91 Acres

REQUEST

Request to rezone property from a split-designation of RR-1 and A-20 to R1-20.

PLANNING COMMISSION RECOMMENDATION

On August 13, 2026, the Planning Commission held a Public Hearing on this request. No public comments were made. All five Planning Commissioners present made the recommendation to the County Commission to approve this rezone request; the Planning Commission's recommendation to approve was unanimous.

ATTORNEY GUIDANCE

Legislative Review: Legislative Review: Legislative land use decisions involve the adoption, amendment, or repeal of ordinances, zoning maps, development standards, and other land use regulations. Under Utah Code § 17-79-501, these are policy decisions entrusted to the County Commission as the County's legislative body and involve the exercise of legislative judgment and discretion.

The Planning Commission's role is to review the proposal, receive public input, evaluate potential impacts, and make a recommendation to the County Commission. In doing so, the Planning Commission should consider whether the proposal is consistent with Morgan County Code, the General Plan, and applicable provisions of Utah law.

Applicable Law: Utah law grants counties broad authority to regulate land use through legislative action. Historically, legislative land use decisions were generally upheld if it was reasonably debatable that the regulation promoted the public welfare. However, recent

amendments to Utah Code § 17-79-801 provide that a legislative land use regulation will be upheld if it is reasonably debatable that the regulation is consistent with LUDMA.

While there is currently limited case law interpreting this revised standard, recommendations and decisions are best supported by the purposes and policies identified in Utah Code § 17-79-102, Morgan County Code, and the General Plan. Doing so provides a stronger basis for legislative action and judicial review. Among other things, Utah Code § 17-79-102 identifies the following land use purposes:

- Protect the public health, safety, and welfare.
- Promote prosperity and economic stability.
- Protect the tax base and secure economy in governmental expenditures.
- Facilitate orderly growth and a variety of housing types.
- Protect property values.
- Foster agricultural and other industries.
- Protect both urban and nonurban development.
- Promote transportation, infrastructure, and public facilities.
- Balance surrounding land uses with private property rights and constitutional protections.

Findings: The record should clearly identify:

- The basis for the recommendation or decision.
- The applicable provisions of Morgan County Code, the General Plan, and Utah law supporting the recommendation or decision.
- The public purposes and policy considerations supporting the recommendation or decision, including any applicable purposes identified in Utah Code § 17-79-102.
- The facts, information, policy considerations, and evidence relied upon in reaching the recommendation or decision.

Examples of Supporting Reasons

"I find the proposal is [consistent/inconsistent] with the goals and policies of the General Plan."

"I find the proposal [appropriately balances/fails to appropriately balance] surrounding land use considerations with the property owner's private property interests and constitutional protections."

"I find the proposal [supports/does not support] the purposes identified in Utah Code § 17-79-102, including orderly growth, infrastructure planning, agricultural preservation, property rights, compatibility with surrounding land uses, public welfare, economic development, housing opportunities, or other applicable statutory purposes."

"I find the proposal is [consistent/inconsistent] with applicable provisions of Morgan County Code."

"I find the proposal [advances/conflicts with] adopted County policies, plans, or planning objectives."

Important Considerations

- Legislative decisions involve policy judgments and the exercise of discretion.
- Public comments may assist in identifying impacts, concerns, and policy considerations. Recommendations should be based on the merits of those considerations, rather than the volume of public support or opposition.
- Recommendations are best supported by identifying the applicable provisions of Morgan County Code, the General Plan, and the purposes identified in Utah Code § 17-79-102.
- A well-supported recommendation provides a stronger basis for County Commission action and judicial review.

STAFF OBSERVATION

County staff believes that the proposed zoning map amendment from RR-1/A-20 to R1-20, is consistent with sound planning principles. The General Plan designates the future land use of this property as Village Low Density Residential. The General Plan defines Village Low Density Residential as half-acre lots or R1-20 zoning. The adjacent property to the north is zoned R1-20; the future land use is R1-20. The adjacent property to the south is zoned RR-1 and A-20; the future land use is also R1-20. Properties across Old Highway Road are zoned RR-1; the future land use is also RR-1. The property's adjacency to existing R1-20 zoning and Village Low Density Residential designations in the Enterprise area provides a logical continuation of the established residential development pattern. The proposed zoning would align the property more closely with surrounding residential designations.

The subject property has approximately 262 feet of frontage and width along Old Highway Road. The R1-20 zone requires a minimum width of 100 feet and a minimum frontage of 50 feet. The applicant is envisioning subdividing this property similar to the adjacent property to the north with a flag lot. The rezoning itself does not create additional lots but would establish a zoning framework under which a subdivision application could be evaluated.

The subject property is located in proximity to existing water infrastructure operated by the Central Enterprise Water Association. Under Utah state law, residential development is generally favored in areas where municipal or public culinary water service is reasonably available, as connection to such systems supports orderly development and public health objectives. Consistent with Morgan County Code § 155.429(B)(2), when an approved culinary water supply is available or proposed, all lots within the subdivision are required to connect to that system. This includes the installation of water mains, service laterals, valves, meters, and appurtenances sufficient to serve each lot, ensuring compliance with state and county standards for potable water service and well protection. The property's location near existing infrastructure therefore facilitates compliance with both state guidance and County Code requirements while supporting long-term, sustainable development.

The applicant will need the approval of the Weber/Morgan Health Department for the location and type of septic systems.

Together, the existing access and compatible neighboring zoning support the conclusion that the proposed rezoning is contextually appropriate and aligned with current development patterns in the Enterprise area. If the Commission finds merit in this rezone, the following findings could be

considered:

Findings:

1. That the amendment is appropriate given adjacency to existing R1-20 zoning, established access, and the future land use of Village Low Density Residential.
2. That the rezone is unlikely to adversely impact surrounding residential, rural residential, or agricultural properties.
3. That the amendment supports County objectives while maintaining an orderly land-use pattern in the Peterson area.
4. That the proposed amendment is in harmony with existing land uses in the area.

ANALYSIS

General Plan and Zoning:

The application requests a rezone of the property from RR-1/A-20 to R1-20. Approval of this rezone would allow development consistent with residential zoning rather than the patterns typical of rural residential or agricultural zoning.

The 2010 Morgan County General Plan identifies the following as three of the six visions for the County that may be applicable to the proposal (see pages 4 & 5 of the 2010 Morgan County General Plan):

1. *Morgan County attracts families with its quality of life, rural atmosphere, secure environment, and natural beauty. Residents have a wide range of employment, housing, and lifestyle choices. The County benefits from a balanced economy, livable wages, economic prosperity, and first-rate community services.*
2. *Morgan County respects property rights and recognizes personal responsibility to the land and communities.*
- ...
6. *Morgan County accommodates growth responsibly by integrating new development in a way that is respectful of the environment, supports County values, considers long-term sustainability, and uses available infrastructure. To help achieve this goal, the County strongly recommends that growth occur within or adjacent to corporate limits and villages or be located within master-planned communities.*

The proposed zone change appears to coincide with the stated vision for Morgan County. In changing the zoning district for the applicant's property, the County is reflecting the policies and desires of the General Plan and in accordance with the County Ordinance (See § 155.105). The purpose of the R1-20 zoning district is defined as follows:

(A) Residential District R1-20: To provide areas for very low density, single-family residential neighborhoods of spacious and uncrowded character;

Staff anticipates that the proposed zoning map amendment will meet these purposes and will generally be in harmony with the General Plan and surrounding development. The overall impact on the adjacent property to the north will be negligible as it is already zoned R1-20; the adjacent property to the south's future land use is R1-20.

ORDINANCE EVALUATION:

Morgan County ordinance anticipates amendments to the zoning map. Section 155.022:

Amendments to Title and Zoning Map indicates that:

The County Commission may amend this chapter, including the zoning map, but only in accordance with the following procedure.

(A) The County Commission may instruct staff to study and make recommendations for amendments to this chapter or the zoning map in response to changes in policy or conditions generally within the county. Staff shall forward a recommended amendment to the Planning Commission for their consideration. The Planning Commission shall review and make recommendation to the County Commission regarding the proposed amendment pursuant to § 155.023(D) of this code.

(B) The Planning Commission may instruct staff to study and make recommendations for amendments to this chapter in response to changes in policy or conditions generally within the county. Staff shall forward a recommended amendment to the Planning Commission for its consideration. The Planning Commission shall review and make recommendation to the County Commission regarding the proposed amendment pursuant to § 155.023(D) of this code.

(C) Any property owner may initiate an amendment to this chapter or the zoning map, as long as they are affected by the proposed amendment, by submitting a complete application to the Planning and Development Services Department in accordance with § 155.023(A) of this code.

(Prior Code, § 8-3-3) (Ord. 13-03, passed 4-16-2013)

Section 155.023: Procedures for *Amendments and Rezonings* states:

(D) Planning Commission review and recommendation.

(1) Upon receiving a recommendation from staff regarding an amendment to this chapter or the zoning map, and after holding the required public hearing, the Planning Commission shall review the amendment and prepare its recommendation. The Planning Commission may recommend approval, approval with modifications or denial of the proposed amendment and shall submit its recommendation to the County Commission for review and decision.

(2) Changed or changing conditions make the proposed amendment reasonably necessary to carry out the purposes stated in this chapter.

(E) County Commission review. The County Commission shall schedule and hold a public hearing on the application as provided in § 155.031 of this code. Following the public hearing the County Commission may approve, approve with modifications or deny the proposed amendment. Prior to making a decision that goes contrary to the Planning Commission's recommendation, the County Commission may, but is not obligated to, remand the amendment to the Planning Commission with a request for another recommendation with additional or specific considerations. The Planning Commission shall review such request as specified in division (D) above.

(F) Approval standards. A decision to amend the text of this chapter or the zoning map is a matter committed to the legislative discretion of the County Commission and is not controlled by any one standard. However, in making an amendment, the County Commission and Planning Commission should consider the following factors:

(1) Whether the proposed amendment is consistent with goals, objectives and policies of the county's General Plan;

(2) Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;

(3) *The extent to which the proposed amendment may adversely affect adjacent property; and*

(4) *The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies and wastewater and refuse collection.*

(G) *Reconsideration. Where an application for zoning amendment has been denied, the Planning Commission and the County Commission shall not review the same zoning amendment application within two years of a denial unless there is a substantial change of conditions since the earlier application. A new application, with applicable fee, shall be required and processed in accordance with the procedure outlined in this section.*

(Prior Code, § 8-3-4) (Ord. 13-03, passed 4-16-2013; Ord. 18-07, passed 11-13-2018)

This meeting is in fulfillment of subsection (E) above. In response to § 155.023(F) above, while there will be an impact of the proposed zone change it will not be substantial; the proximity of the culinary water service and the adjacent same zoning to the north and the future land use for this and adjacent properties of Village Low Density Residential.

PUBLIC NOTICE, MEETINGS, COMMENTS BEFORE THE AUGUST 13, 2026 PLANNING COMMISSION MEETING

- ✓ Public Notice was submitted to the State of Utah Public Notice website on or before August 3, 2026; a minimum of 10 days prior to the scheduled meeting. (Morgan County Code § 155.032 (C)).
- ✓ A Public Notice was posted at the County on or before August 3, 2026.
- ✓ Notices to property owners within 1000' feet of the proposed use were mailed a Public Notice on or before August 3, 2026.
- ✓ A sign was posted on the site on or before August 3, 2026.

RECOMMENDED MOTIONS

Recommended Motion for Approval – “I move we approve the Anderson Rezone, application number 26.014, changing 2.91 acres from RR-1/A-20 to R1-20, based on the findings listed in the staff report dated September 1, 2026.”

Recommended Motion for Denial – “I move we deny the Anderson Rezone, application number 26.014, changing 2.91 acres from RR-1/A-20 to R1-20, due to the following findings:”

1. List any additional findings...

Supporting Information

Exhibit A: Vicinity Map

Exhibit B: Zoning Map

Exhibit C: Future Land Use Map

Exhibit D: Boundary Description

Staff Contact

Kent Page

801-845-4007

kpage@morgancountyutah.gov

Exhibit A: Vicinity Map

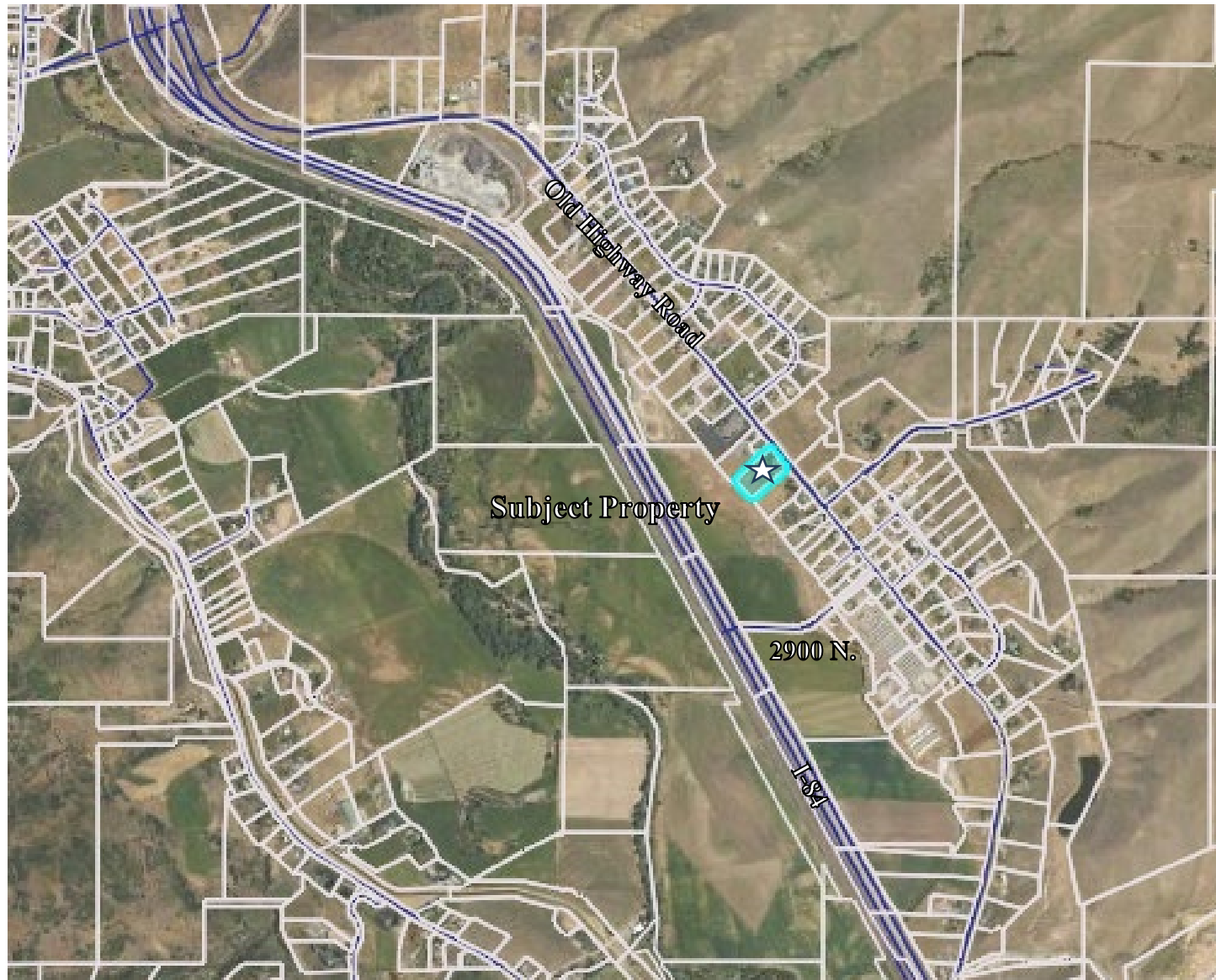


Exhibit B: Zoning Map



Exhibit C: Future Land Use

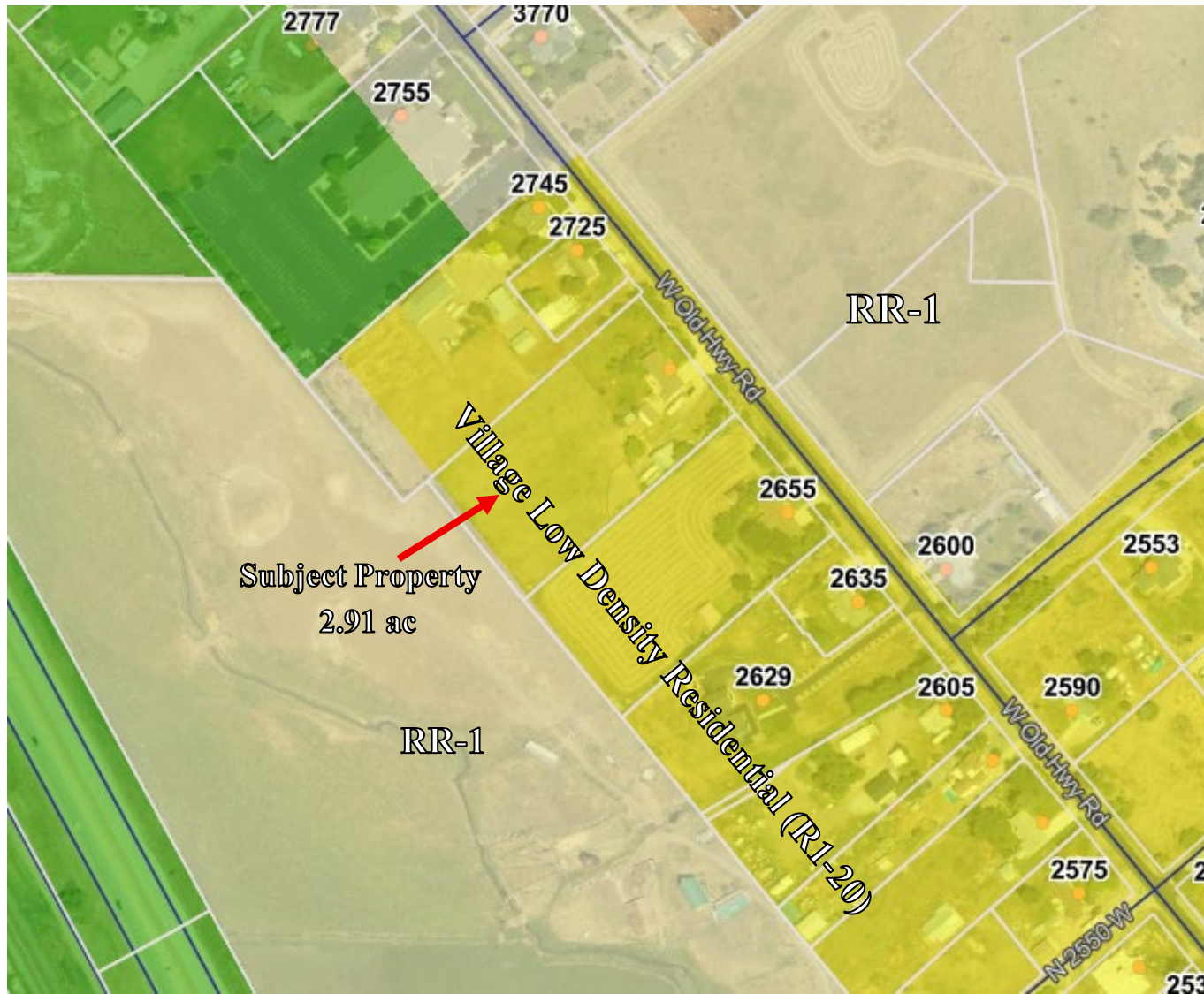


Exhibit D: Boundary Description

ALL OF LOT 3, ENTERPRIZE ESTATES, MORGAN COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD, AS RECORDED NOVEMBER 18, 1968, AS ENTRY NO. 35906, IN BK M-3 AT PG 313, IN THE OFFICE OF THE MORGAN COUNTY RECORDER. ALSO KNOWN AND DESC AS FOLS: COM ON THE W'LY R. OF W. LN OF A CO RD (FORMERLY KNOWN AS HIGHWAY U.S. 30) AT A PT N 39*17' W 1349.85 FT FRM THE INTER SEC OF THE AFOREMENTIONED CO RD R. OF W. LN & THE N'LY R. OF W. LN OF AN 80 FT WIDE ACCESS RD, SD INTER SEC BEING S 1268.5 FT & E 5826.1 FT FRM THE NW COR OF SEC 8, T4N, R2E, SLB&M, & RUN TH N 39*17' W 246.0 FT; TH S 49*00' W 490.0 FT; TH S 39*17' E 246.0 FT; TH N 49*00' E 490.0 FT TO THE POB. CONT 2.766 AC. ALSO: 16.5' OF ENTERPRISE TOWNSITE STREET, WHICH IS A "CLAIMS" PORT LYING BETWEEN BLK 7 & 8 ENTERPRISE TOWNSITE. CONSISTING OF 0.183 AC, M. OR L. (SD "CLAIMS" PORT IS SHOWN ON THE DED PLAT (BK 3 PG 313); LESS THE FOL AMT SOLD: M3/313 (0.040 AC - GOING TO #01-ENTE-NA / 00-0080-5627), AS DEDICATED TO MORGAN COUNTY, AS SHOWN ON THE DEDICATION PLAT OF ENTERPRIZE ESTATES LEAV 2.909 / 2.91 AC, M. OR L. (LOCATED WITHIN THE ORIGINAL ENTERPRISE TOWNSITE, BLK 8, LOTS 1 & 4)

ORDINANCE NO. CO-26-17

AN ORDINANCE OF MORGAN COUNTY AMENDING THE MORGAN COUNTY OFFICIAL ZONING MAP FROM RURAL RESIDENTIAL (RR-1) AND AGRICULTURE (A-20) TO RESIDENTIAL (R1-20), OTHERWISE KNOWN AS THE ANDERSON ZONE MAP AMENDMENT, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, a landowner, owning land in said certain area of unincorporated Morgan County, as described in Exhibit “A”, has petitioned the County for a zone change from Rural Residential (RR-5) to Rural Residential District (RR-2.5), and

WHEREAS, it has been determined that R1-20 is a type of residential zoning; and

WHEREAS, the Morgan County Planning Commission and Zoning Administrator have reviewed the proposed amendment in accordance with State law and have recommended approval of the same;

WHEREAS, the County Commission held a public hearing and received meaningful input; and

WHEREAS, all required notices have been provided and public hearings have been held in accordance with State Law and County Ordinances to amend the Morgan County Zoning Map.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF MORGAN COUNTY, STATE OF UTAH, AS FOLLOWS:

Section 1. Map Amendment. The Morgan County Zoning Map is hereby amended for the property in the unincorporated county area more particularly described in the attached Exhibit “A” from RR-1 and A-20 to R1-20.

Section 2. Severability. If any section, part, or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all sections, parts, and provisions of this Ordinance shall be severable.

Section 3. Effective Date. This ordinance shall become effective after subsequent publication in accordance with State Law, but not before 15 days after passage.

PASSED AND ADOPTED BY THE COUNTY COMMISSION OF MORGAN COUNTY, STATE OF UTAH, THIS 1TH DAY OF SEPTEMBER 2026.

ATTEST:

MORGAN COUNTY GOVERNING
BODY

Leslie Hyde
Morgan County Clerk

Matthew Wilson
County Commission Chair

APPROVED AS TO FORM

Commission Members	Voting:		
	AYE	NAY	ABSENT
Vaughn Nickerson	_____	_____	_____
Mike Newton	_____	_____	_____
Raelene Blocker	_____	_____	_____
Matthew Wilson	_____	_____	_____
Blaine Fackrell	_____	_____	_____

Garret Smith
Morgan County Attorney

Exhibit "A": Anderson Rezone

AN ORDINANCE OF MORGAN COUNTY AMENDING THE MORGAN COUNTY OFFICIAL ZONING MAP FROM RURAL RESIDENTIAL (RR-1) AND AGRICULTURE (A-20) TO RESIDENTIAL DISTRICT (R1-20), OTHERWISE KNOWN AS THE ANDERSON ZONE MAP AMENDMENT, COMPLETELY AND ESTABLISHING AN EFFECTIVE DATE.

ALL OF LOT 3, ENTERPRIZE ESTATES, MORGAN COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD, AS RECORDED NOVEMBER 18, 1968, AS ENTRY NO. 35906, IN BK M-3 AT PG 313, IN THE OFFICE OF THE MORGAN COUNTY RECORDER. ALSO KNOWN AND DESC AS FOLS: COM ON THE W'LY R. OF W. LN OF A CO RD (FORMERLY KNOWN AS HIGHWAY U.S. 30) AT A PT N 39*17' W 1349.85 FT FRM THE INTER SEC OF THE AFOREMENTIONED CO RD R. OF W. LN & THE N'LY R. OF W. LN OF AN 80 FT WIDE ACCESS RD, SD INTER SEC BEING S 1268.5 FT & E 5826.1 FT FRM THE NW COR OF SEC 8, T4N, R2E, SLB&M, & RUN TH N 39*17' W 246.0 FT; TH S 49*00' W 490.0 FT; TH S 39*17' E 246.0 FT; TH N 49*00' E 490.0 FT TO THE POB. CONT 2.766 AC. ALSO: 16.5' OF ENTERPRISE TOWNSITE STREET, WHICH IS A "CLAIMS" PORT LYING BETWEEN BLK 7 & 8 ENTERPRISE TOWNSITE. CONSISTING OF 0.183 AC, M. OR L. (SD "CLAIMS" PORT IS SHOWN ON THE DED PLAT (BK 3 PG 313); LESS THE FOL AMT SOLD: M3/313 (0.040 AC - GOING TO #01-ENTE-NA / 00-0080-5627), AS DEDICATED TO MORGAN COUNTY, AS SHOWN ON THE DEDICATION PLAT OF ENTERPRIZE ESTATES LEAV 2.909 / 2.91 AC, M. OR L. (LOCATED WITHIN THE ORIGINAL ENTERPRISE TOWNSITE, BLK 8, LOTS 1 & 4)

The Cottonwoods MOA's remaining concerns with the Nettleton landowner group's most recent submitted proposed amendment to the Development Agreement are below. The landowner group's development proposals will have the MOA's full support if they agree to the redline changes the MOA has submitted to the landowner group's proposed third amendment. The key portions of the MOA's redline changes are summarized below.

- **Removal of Language Permitting Landowner Group to Form Alternative HOA:** Gardner Cottonwood Creek—the Declarant under the Master Declaration (CC&Rs) who is allowed to unilaterally annex and add land to the Cottonwoods—has confirmed that it will not try to exercise Declarant rights to interfere with the inclusion of the landowner group's land in the Cottonwoods. The landowner group will be able to annex their land into the Cottonwoods and be subject to the Master Declaration. It is unnecessary to amend the Development Agreement to remove the requirement that the landowner group's land be subject to the Master Declaration/MOA. Continued participation in the MOA ensures a cohesive, commonly managed master community, and also ensures that common areas and public spaces remain properly maintained and available to all Cottonwoods residents.
- **Open Space / Agricultural Open Space:** The MOA supports only the Phase 9-MCC Property remaining in private ownership as "Agricultural Open Space" so long as a restrictive covenant is recorded against the property to prevent future development. The MOA does not support up to 50 acres of the Revised Phase 9-MGI Property or up to 9 acres of the Revised Phase 6 Property remaining in private ownership as "Agricultural Open Space." None of this land is currently used for agricultural purposes or designated as agricultural open space under the Overlay Report. Consistent with the current terms of the Development Agreement, it should be deeded to the MOA to ensure public access and to prevent any future development.
- **Density:** The MOA will support the landowner group's request for up to 222 residential lots/units on the conditions that all land be added to and subject to the MOA, and all open space in the Revised Phase 6 and Revised Phase 9-MGI Property be deeded to the MOA. The MOA's proposed unit allocations more closely align with the Overlay Report, in particular, the Overlay Report's allotment of lots to Phase 6 which is limited to 91 units. The landowner group's amenity proposals do not justify awarding 10 bonus units to Revised Phase 6, especially where the landowners propose retaining private ownership of up to 9 acres as "Agricultural Open Space."
- **Strengthening the Restrictive Covenant:** The MOA proposes minor additions to the Restrictive Covenant (Exhibit G) that should be recorded against the Phase 9-MCC Property, including adding provisions that: (1) ensure the landowner will indemnify the County and MOA for any incidents occurring on privately owned Agricultural Open Space; and (2) provide the MOA with the right to obtain ownership of the property if it is not utilized for agricultural purposes for over 24 months.

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 proposes 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.

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 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

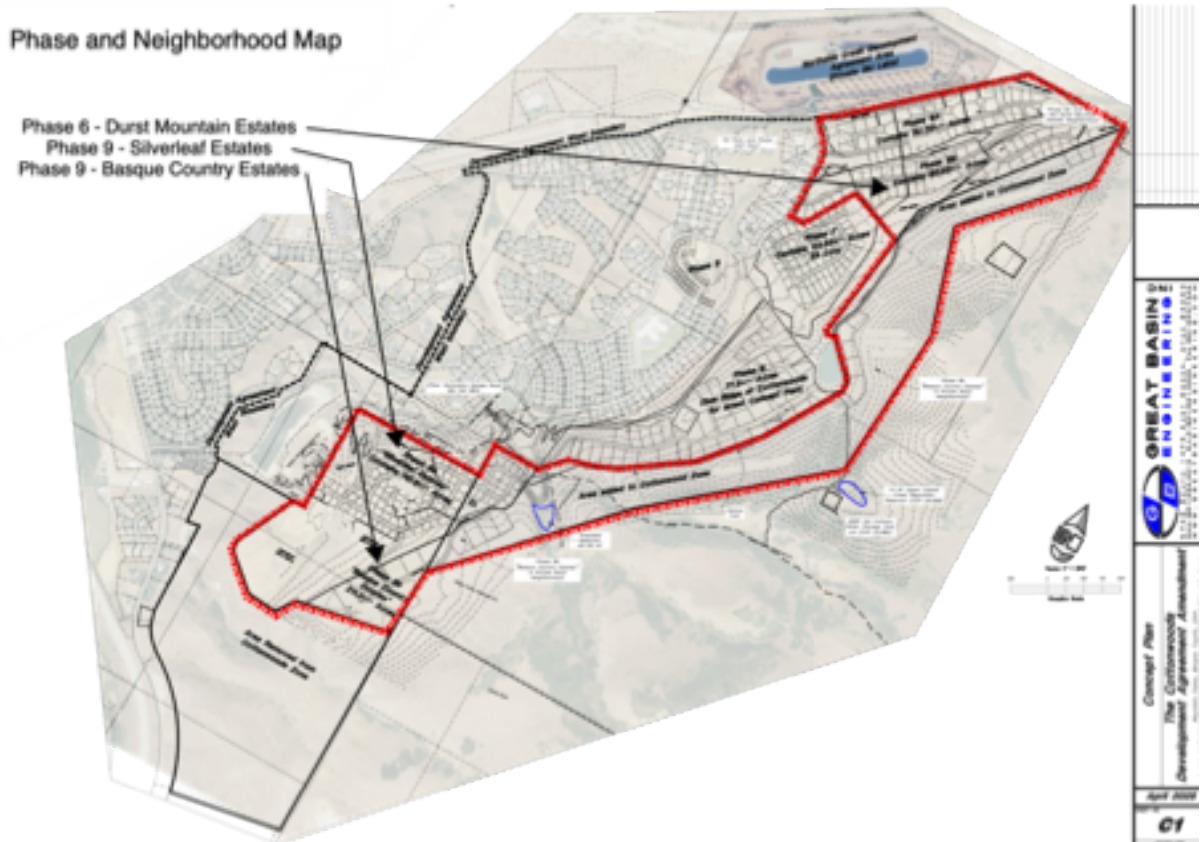
(collectively, owners of the Revised Phase 6 Property)

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

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 9 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 shall be refined during the plat approval process, but are generally shown on the concept plan depicted below.

04.1, 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 lots allowed in the Revised Phase 6 Property is 104. The maximum number of lots allowed in the Revised Phase 9 Property is 118, consisting of 87 lots within the Phase 9-MGI Property and 31 lots within the Phase 9-MCC Property. The following table illustrates the bonus density calculations:

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.

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:

Cottonwood PUD District Building Requirements	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

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 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 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.

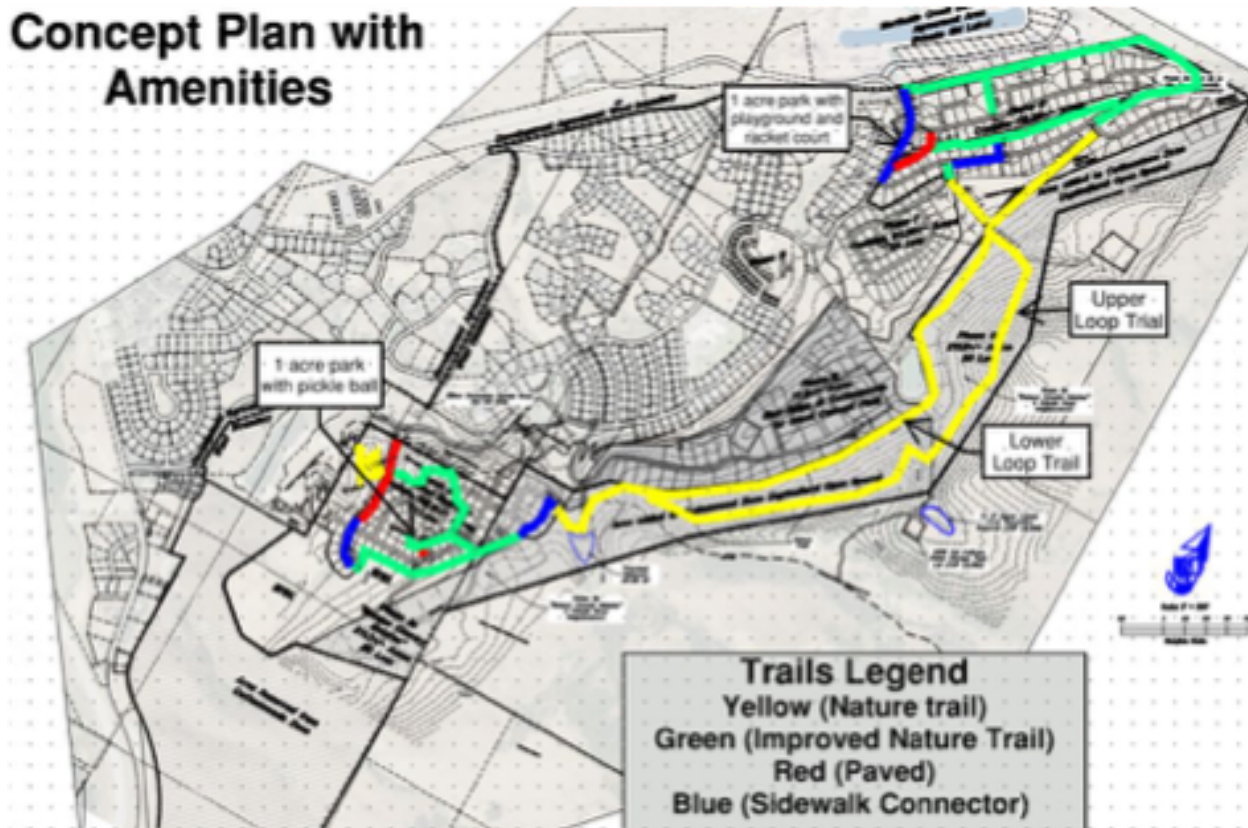
12.3 The Revised Phase 6 Property and the Revised Phase 9 Property will include an “Improved Nature Trail” as a trail type. An Improved Nature Trail is similar to a Nature Trail but will also include an enhancement like road base or bark to control mud or dust.

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, Native 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 3.d 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.

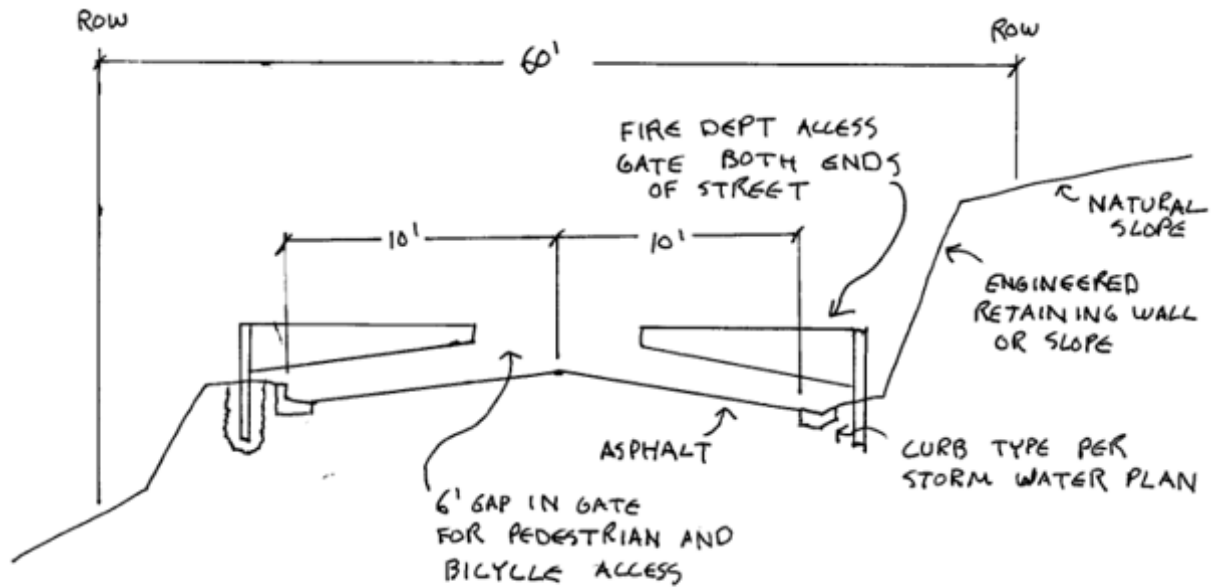
Of that open space, a minimum of 50 acres may be designated as Agricultural Open Space and may remain privately owned, provided it is deed-restricted in accordance with Exhibit G to the Third Amendment. The balance of the open space shall be Common Area deeded to the applicable HOA.

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]

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 this 1st day of September, 2026 (“Effective Date”) by and among TURKEY FLATS, LLC, a Utah limited liability company, MOUNTAIN GREEN INVESTMENT, LLC, 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, LLC, 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 LLC 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 LLC 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 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, LLC, 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 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 forty-seven (47) bonus dwelling units for a maximum residential density of 877 dwelling units.

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 Third Amendment Applicants are providing the replacement public amenities required

under this Third Amendment in lieu of the required equestrian center and the contemplated golf course. The County finds that the replacement amenities provide an equivalent or greater public benefit, satisfy the public amenity objectives of the Original Development Agreement, and warrant allocation of the corresponding bonus residential density to the property subject to this Third Amendment as provided herein. 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 as expressly provided herein. 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 subject to this Third Amendment.

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 with respect to the portion of such property acquired and shall automatically succeed to all obligations, duties, responsibilities, and liabilities applicable to such property. 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.

3.

3.1.

3.2.

3.3.

3.4.

3.5.

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 as shown on the recorded Plat(s). 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 recordable against the affected property. Said agreement shall be recorded against the property and run with the land.

4.1. Revised Phase 6 Property. The Revised Phase 6 Property shall consist of not less than forty percent (40%) Native Open Space. The required Open Space shall be designated as Common Open Space and conveyed to the Master 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 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 acreage or dwelling units included in that plat or include a County-approved, recordable Open Space phasing plan or other assurance demonstrating that the cumulative 40% requirement will be satisfied before recordation of the final plat for the Phase 9-MCC Property.

4.2. Phase 9-MGI Property. The Phase 9-MGI Property shall consist of not less than forty-seven percent (47%) Native Open Space. The required Open Space shall be designated as Common Open Space and conveyed to the Master 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 acreage or dwelling units included in that plat or include a County-approved, recordable 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.

4.3. Phase 9-MCC Property. The Phase 9-MCC Property shall consist of not less than eighty-seven percent (87%) Native or Agricultural 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 Section, 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 acreage or dwelling units included in that plat or include a County-approved, recordable 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:

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 Master 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 Master HOA concurrently with recordation of the Plat on which the trail is shown, in accordance with Section 5.4. Prior to such conveyance, the underlying owner of the Agricultural Open Space shall be responsible for maintaining the trail in accordance with this Agreement unless such responsibility is expressly assumed by the applicable homeowners association pursuant to a recorded maintenance agreement. Agricultural use, including grazing, fencing, 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 owner of the Agricultural Open Space shall install, maintain, repair, and replace, at its sole expense, any fencing, gates, cattle guards, crossings, signage, or other improvements 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.

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 Master HOA, trail maintenance shall be the responsibility of the Master HOA except as otherwise expressly provided in this Agreement for trails located within privately owned Agricultural Open Space. 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 Master 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 Master 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.

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 New 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 New 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 New Developer's discretion and expense to accommodate Revised Phase 9 roads and utilities. If the conditions of this paragraph are not met for early dedication, the timing of the dedication of the Lower Loop Trail will be governed by the general terms relating to all trails as specified in this Section 5.3. Prior to such conveyance of a trail easement prior to recordation of a plat, 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.

5.7. Trail Easements. All trails 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 Master 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 ninety-four (94) dwelling units within the Revised Phase 6 Property; and (ii) not more than one hundred twenty-eight (128) dwelling units within the Revised Phase 9 Property, including: (a) not more than ninety-three (93) dwelling units within the Phase 9-MGI Property; and (b) not more than thirty-five (35) dwelling units within the Phase 9-MCC 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.

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.

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 Master HOA 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.

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 6:

8.1.1. Park. A neighborhood park meeting the standards of Section 6 and containing one (1) pickleball court or one (1) tennis court, 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 6.8.

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 potentially subject to payment of fees or contributions, as determined by the Master 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 6:

9.1.1. Park. A neighborhood park meeting the standards of Section 6 and containing one (1) pickleball court, 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 6.8.

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 potentially subject to payment of fees or contributions, as determined by the Master 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, 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. 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 materially 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, which the parties acknowledge is fifteen years after the original expiration of the term under the Original Development Agreement; 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 become effective only upon approval by the County Commission through an amendment to this Agreement, provided that the County Commission shall not unreasonably withhold, condition, or delay approval of an extension requested by a Successor Developer that is not in material uncured default under this Agreement and that demonstrates that additional time is reasonably necessary due to market conditions, utility or infrastructure scheduling, third-party approvals, governmental review periods, force majeure, litigation, or other circumstances outside such Successor Developer's reasonable control.

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

Property Description in Original Development Agreement

Exhibit B

Description of the Revised Phase 6 and Revised Phase 9 Properties, respectively:

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 Investment 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, L.L.C.

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

Trails/Amenities Map

Concept Plan with Amenities

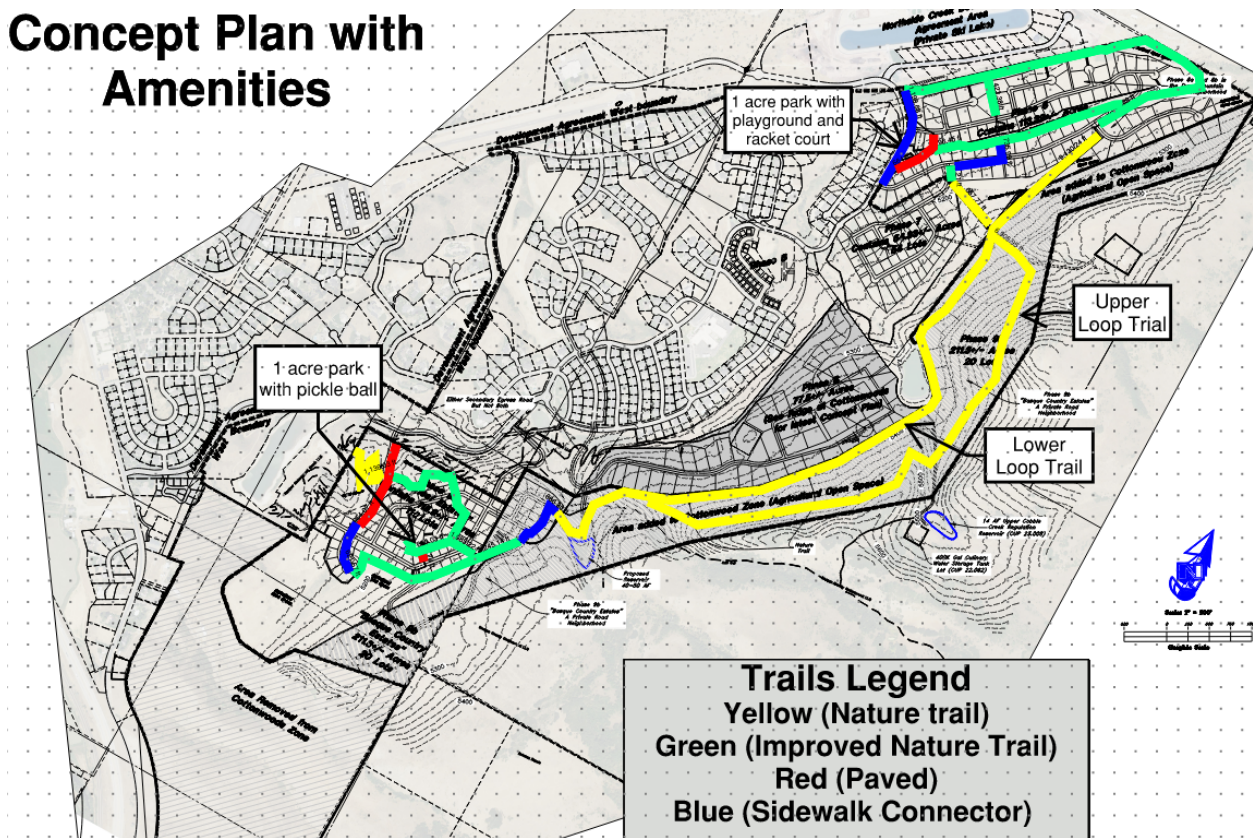


Exhibit D

Bench/Trail Concepts

Exhibit E

Conceptual Drawings of Required Amenities



Concept Plan

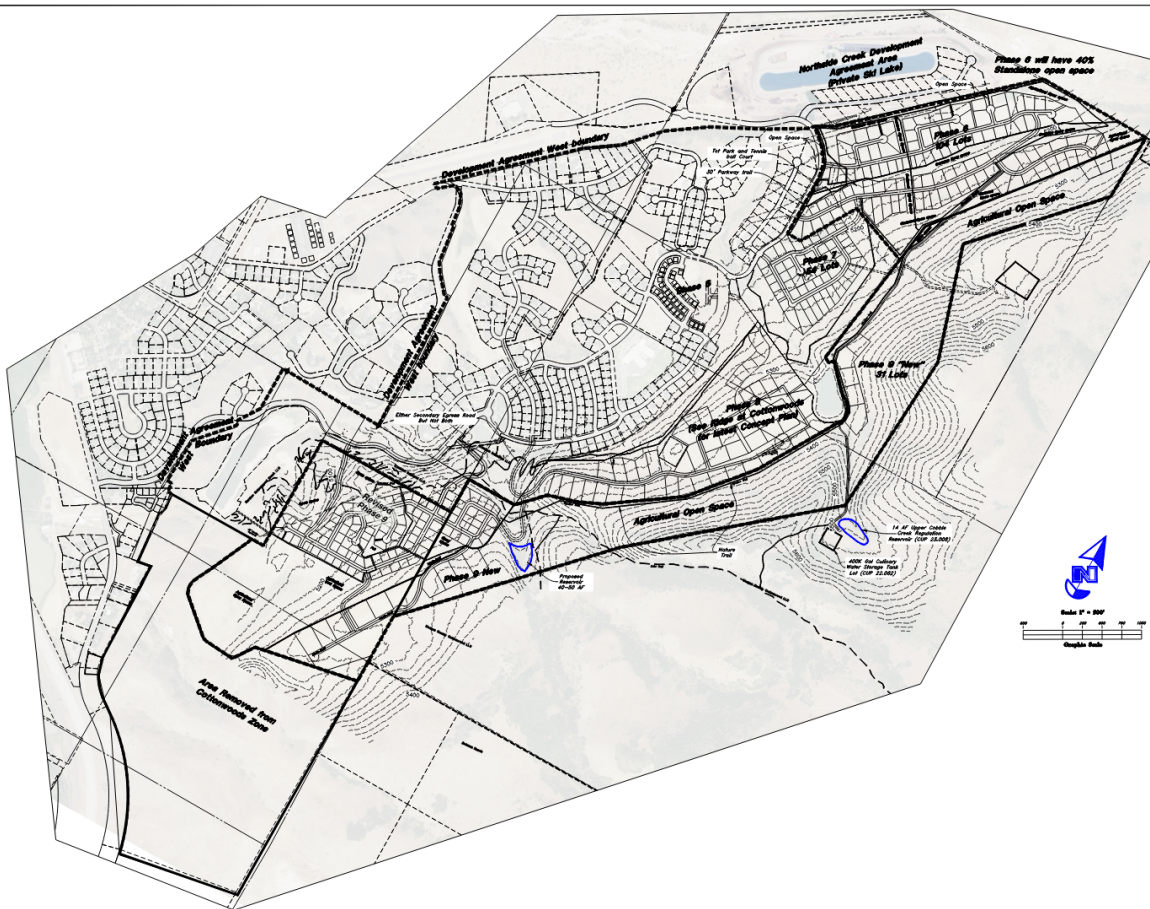


Exhibit G

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 among _____ (“**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 (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”).

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, undeveloped, unaltered and unbuilt condition, subject to the limited improvements and activities expressly permitted by this Declaration.

(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, safe, and natural condition and in accordance with all applicable federal, state, and local laws, regulations, rules, and ordinances. Without limiting the foregoing, the Developer shall:

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

(ii) prevent erosion and the degradation of natural vegetation on the Burdened Property through reasonable and customary land management practices;

(iii) not grade, excavate, or otherwise alter the topography of the Burdened Property in any manner inconsistent with Open Space preservation, except to the extent required by applicable law or a governmental authority for drainage facilities, reservoirs or water storage tanks, utilities, access improvements, fencing, signage, or similar improvements, in each case serving only the Burdened Property, approved in writing by the County and the HOA, and not constructed, sized, or located in a manner that facilitates or is intended to facilitate the development of the Burdened Property or any adjacent property;

(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 an 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.

(d) Any violation of this Declaration that exists and remains uncured as of the effective date of any transfer of the Burdened Property shall continue as an ongoing obligation running with, and remain enforceable against, the transferred portion of the Burdened Property and its then-current owner until cured, regardless of when the violation first arose.

(e) 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 permitted by the Development Agreement, limited to only free-range sheep grazing as conducted on the Burdened Property as of the date of this Declaration;

(ii) passive recreation such as hiking, trail use, and wildlife observation on existing trails); maintenance and operation of publicly accessible trails as required under the Development Agreement, in their existing alignments;

(iii) exclusively by the owners of the Burdened Property and any adjacent owners with express separate access rights, active recreation and thru-access (limited to access thru and travel on trails or roads in addition to the public trails that will be deeded and conveyed to the HOA) substantially as has occurred on the Burdened Property before date of this Declaration, including for horses and motorized vehicles; these existing trails roads may intersect and cross over the public trails conveyed to the HOA 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 and approved improvements in their existing locations and to their existing capacity.

(f) Any expansion, relocation, intensification, new alignment, added staging or access, increase in grazing bands or herds, increase in capacity, or new use or improvement not existing on the Burdened Property as of the date of this Declaration shall require the prior written consent of both the County and the HOA.

(g) If agricultural use, including grazing, is discontinued on all or any portion of the Burdened Property for a continuous period of twenty-four (24) months or more, the HOA shall have the option, exercisable by written notice to the then-current owner within twelve (12) months after the end of that period, to require the owner to convey the affected portion of the Burdened Property to the HOA by special warranty deed, at no cost to the HOA and free and clear of monetary liens, within ninety (90) days after the HOA's notice, whereupon the conveyed portion shall be owned and maintained by the HOA as Common Open Space and shall no longer be subject to this Declaration.

(h)

2. Temporary Trail Closures. Any trail, trail easement, or trail corridor located on, within, or adjacent to the Burdened Property 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 Developer in its commercially reasonable discretion 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 Developer provides the County and the HOA 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 Developer shall notify the County and the HOA 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 Developer or the then-current owner of the affected Burdened Property may temporarily close the affected trail segments during those grazing periods, 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 Developer and each successor owner 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.

3. Indemnification. The Developer, and each successor owner of the Burdened Property, shall defend, indemnify, and hold harmless the HOA and the County, and their respective officers, directors, members, employees, and agents, from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to bodily injury, death, or property damage suffered by any user of a trail, trail easement, or trail corridor located on, within, or adjacent to the Burdened Property, to the extent caused by livestock, livestock guardian dogs, grazing bands or herds, fencing, or other agricultural operations conducted on the Burdened Property, except to the extent caused by the gross negligence or willful misconduct of the party seeking indemnification.

4. Inspection; Compliance Certification. The Developer and each successor owner of the Burdened Property shall, upon not less than ten (10) business days' prior written request from the County or the HOA, and not more than once per calendar year absent a reasonable belief that a violation of this Declaration has occurred, (i) permit a representative of the requesting party to enter upon and inspect the Burdened Property during normal business hours to confirm compliance with this Declaration, and (ii) provide a written certification confirming whether any structure, grading, resource extraction, or other use not permitted by this Declaration has occurred on the Burdened Property since the date of this Declaration or the most recent prior certification.

5. 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 and obtain temporary, preliminary, and permanent injunctive relief, specific performance, declaratory relief, a writ of mandate, and any other equitable or legal relief, without any requirement to post bond and without any obligation to prove irreparable harm, the inadequacy of legal remedies, or the balance of equities (each of which the Developer and each successor owner of the Burdened Property hereby stipulate and acknowledge). 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 lien against the affected portion of the Burdened Property enforceable by the HOA or the County in the same manner as a mechanic's lien. 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.

6. 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; provided, however, that with respect to any violation of this Declaration that exists and remains uncured as of the effective date of the transfer, the transferor and the transferee shall be jointly and severally responsible for such violation until it is cured, without relieving either party of any other liability it may have under this Declaration or applicable law. Without limiting the foregoing, upon conveyance of all or any portion of the Burdened Property to the HOA, the transferor shall automatically and without further action 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.

7. 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 to the language hereof.

8. 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.

9. 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.

10. 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.

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

12. Term. The term of this Declaration shall commence on the date it is recorded in the recorder's office of the Morgan County Recorder and shall continue in perpetuity unless terminated in accordance with Section 9 (Amendment) of this Declaration.

13. Senior Covenants; No Subordination. 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, tax sale, 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.

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)

§ 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) 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.

(2) 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. 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 0.58 dwelling unit per acre for Revised Phases 6 and 9.

(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.

(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 principals, 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

(For informational purposes only, this description is for all the land that was originally in the Cottonwoods PUD Overlay District as established in 2006):

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):

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

Exhibit "D"

Neighborhoods

Exhibit "E"

Sign Criteria