

**DEVELOPMENT AGREEMENT
FOR THE NORTH VIEW ESTATES PROJECT
NORTH OGDEN CITY, UTAH**

This Development Agreement is entered into as of this 10th day of July, 2000, by and between Randy Marriott, Kami Marriott, Jed McCormick, Pam McCormick, The Point Investment, L.C., and Ridges Investment, L.C., (collectively referred to as "Developer") as the owner and developer of a project known as "North View Estates" (the "Project"), and North Ogden City, a municipality and political subdivision of the State of Utah, by and through its City Council (the "City").

RECITALS:

A. Developer is the owner of approximately 500 acres of real property located in North Ogden City, Weber County, Utah, on which it proposes the development of a single-family residential subdivision known as "North View Estates."

B. There is a dispute between the parties with respect to the application of various land use ordinances, regulations and requirements of the City to the Project. Without waiving or conceding their respective positions, it is the intent of the parties to fully settle, compromise and resolve all claims, controversies or disputes between them arising out of or in any way related to the Project including, but not limited to, those issues raised in that certain legal action pending in state court as more fully set forth below.

C. Developer is willing to design and develop the Project in a manner that is in harmony with and intended to promote the long-range policies, goals and objectives of the City's general plan, zoning and development regulations, as more fully set forth below.

D. The City, acting pursuant to its authority under Utah Code Annotated, § 10-9-101, *et seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms as more fully set forth below, Developer and the City hereby agree as follows:

1. Definitions. When used in this Agreement, each term shall have the meaning set forth below or elsewhere in this Agreement unless such meaning is clearly precluded by the context in which the term is used.

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DOUG CROFTS, WEBER COUNTY RECORDER
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REC FOR: NORTH.OGDEN.CITY

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1.1 "Certifying Expert" means a person with sufficient qualifications by education, training and experience in the particular field of expertise, retained by Developer at its sole cost and expense, in order to provide certification with respect to the existence of Potential Environmental Constraints on development as referenced in paragraph 6.1 below and to certify the availability of secondary water as referenced in paragraph 6.2.4 below. For Potential Environmental Constraints related to drainage and recharge and certification of secondary water, the Certifying Expert shall be a hydrologist or a hydrogeologist. For Potential Environmental Constraints related to faults and seismic activity, the Certifying Expert shall be a geologist. For all other Potential Environmental Constraints, the Certifying Expert shall be a professional engineer. All Certifying Experts shall be licensed in their respective fields of expertise in the State of Utah.

1.2 "City" means North Ogden City, a municipality and political subdivision of the State of Utah.

1.3 "Independent Expert" means a person of sufficient qualifications by education, training and experience in the particular field of expertise in order to resolve disputes regarding the existence or mitigation of any Potential Environmental Constraints on development as referenced in paragraph 6.1.2 below. For Potential Environmental Constraints related to drainage and recharge, the Independent Expert shall be a hydrologist or a hydrogeologist. For Potential Environmental Constraints related to faults and seismic activity, the Independent Expert shall be a geologist. For all other Potential Environmental Constraints, the Independent Expert shall be a professional engineer. All Independent Experts shall be licensed in their respective fields of expertise in the State of Utah.

1.4 "Long Bench" means that area of the Project as shown on Exhibit C.

1.5 "Reviewing Expert" means a person with sufficient qualifications by education, training and experience in the particular field of expertise, retained by the City at its sole cost and expense, to review any reports, studies and/or mitigation proposals submitted by the Developer as referenced in paragraph 6.1.2 below. For Potential Environmental Constraints related to drainage and recharge, the Reviewing Expert shall be a hydrologist or a hydrogeologist. For Potential Environmental Constraints related to faults and seismic activity, the Reviewing Expert shall be a geologist. For all other Potential Environmental Constraints, the Reviewing Expert shall be a professional engineer. All Reviewing Experts shall be licensed in their respective fields of expertise in the State of Utah.

1.6 "Developer" means Randy Marriott, Kami Marriott, Jed McCormick, Pam McCormick, The Point Investment, L.C., and Ridges Investment, L.C. and/or, as applicable, their successors and assigns.

1.7 "Project" means the North View Estates Development to be constructed pursuant to the terms of this Agreement.

1.8 "Property" means the approximately 500 acre parcel of real property on which the Project is to be developed as more specifically described in Exhibit A to this Agreement.

1.9 "Existing Land Use Regulations" means those certain Land Use Regulations in effect as of the date of this Agreement, including any modifications which are approved pursuant to the terms of this Agreement as set forth herein.

1.10 "Land Use Regulations" means those laws, statutes, ordinances, resolutions, codes, rules, regulations, official policies and actions of the City, including approvals and permits of every kind and character, governing the use, density and intensity of the uses of land within the City, and the design, improvement, and public works construction standards and specifications applicable to the development of land within the City. However, the term "Land Use Regulations" does not include regulations relating to the conduct of businesses, professions and occupations generally, such as applications for business licensing, taxes and assessments other than development exactions, regulations for the control and abatement of nuisances, encroachment and other permits and the conveyances of rights and interests that provide for the use of or entry upon public property, and any exercise of the power of eminent domain.

1.11 "Potential Environmental Constraints" means those possible conditions or constraints identified in the North Hillside Development Study adopted by the City on January 28, 1997.

1.12 "Development Area" means those portions of the Property identified by number on Exhibit B attached hereto.

2. Conditions Precedent to This Agreement

2.1 Approval of Rezoning. As a condition precedent to the obligations of the parties hereunder, including those relating to dismissal of litigation and general release of claims in paragraph 8 below, this Agreement is contingent upon and will only become effective at such time, and in the event, that the North Ogden City Council, in the independent exercise of its legislative discretion, elects to approve the rezoning of the

Property on which the Project is proposed as designated on Exhibit A hereto to the HP-1, Hillside Protection Zone designation, following all necessary public hearings required for the approval of such rezoning and this Agreement. This Agreement is not intended to and does not bind the City Council in the independent exercise of its legislative discretion with respect to the proposed rezoning of the Property.

3. Project Concept Plan Approval.

3.1 Property Affected by This Agreement. The legal description of the Property contained within the Project boundaries is attached and specifically described in Exhibit A. No additional property may be added to this description for purposes of this Agreement except by written amendment to this Agreement executed and approved by the parties hereto.

3.2 Approval of Use and Maximum Density for the Project. An overall Concept Plan for the Project is depicted on Exhibit B, which is attached hereto and incorporated herein by this reference. The Project has been designed for the use and density for up to a maximum of not to exceed 960 single family residential dwelling units under the HP-1 zoning designation of the zoning ordinance of the City, subject to compliance with the Existing Land Use Regulations and terms and conditions of this Agreement as referenced in paragraphs 4.1 and 4.2 below. The location of development depicted on Exhibit B is conceptual only and shown for the purpose of illustrating a potential development configuration that is consistent with the transportation and infrastructure needs of the Project in compliance with the requirements of the City. Both the City and Developer intend to preserve the flexibility to provide a layout that can be modified to respond to changing circumstances, market conditions, and best accommodate any Potential Environmental Constraints that might be identified in the investigations and studies associated with the final design for the Project as more fully set forth below.

3.3 Possible Additional Future Uses. Developer may submit an application(s) for either a commercial or other zoning designation for portion(s) of the Property. Nothing in this Agreement shall be construed as precluding the Developer from submitting such a request for the favorable exercise of legislative discretion by the City Council. Such a submission shall not be a breach of this Agreement. Likewise, nothing in this Agreement shall commit the City Council to approve any such request for commercial or other zoning of a portion of the Project and shall not bind the City Council in the independent exercise of its legislative discretion with respect to any such application for proposed future rezoning of any portion of the Property. In the event that either a commercial or other zoning designation is approved for any portion of the Property, the number of single family residential dwelling units otherwise allowed pursuant to the terms of this Agreement will be proportionately reduced by the equivalent number of single

family residential dwelling units that would have otherwise been allowed on that portion of the Property rezoned to either a commercial or other zoning designation.

4. Vested Rights and Reserved Legislative Powers.

4.1 Vested Rights. Subject to the provisions of this Agreement, Developer shall have the vested right to develop the Project for use and density for up to a maximum of not to exceed 960 single family residential dwelling units under the HP-1 zoning designation of the zoning ordinance of the City, subject to compliance with the Existing Land Use Regulations of the City which are applicable to the approval and recordation of subdivision plats for the Project as more fully described in paragraph 5 below. Notwithstanding the foregoing, the Existing Land Use Regulations which are applicable to the Project may be modified when required by federal and/or state laws and regulations promulgated to avoid any imminent and substantial risk or threat of injury to the public health and safety. All development within the Project and any phases thereof shall be subject to and comply with any future amendments or changes to the Uniform Building Code, American Association of State Highway Transportation officials (AASHTO) standards, American Water Works Association standards, federal water quality regulations, as the City makes changes or amendments based on any such standards, codes and/or regulations that may now or then be applicable to the Project or any phase thereof.

4.2 Reserved Legislative Powers. Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the Existing Land Use Regulations which are applicable to the Project under the terms of this Agreement based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the Existing Land Use Regulations and terms and conditions of this Agreement applicable to the Project shall be of general application to all development activity in the City; and, unless the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

5. Preliminary and Final Subdivision Plat Approval.

Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all of the applicable requirements for the approval of preliminary and final subdivision plats for all proposed development

within the Project that are consistent with the Existing Land Use Regulations and the terms of this Agreement.

6. Supplemental Development Standards.

The Project shall comply with the supplemental development standards set forth below in addition to the other applicable Existing Land Use Regulations of North Ogden City.

6.1 Potential Environmental Constraints on Development. The Developer acknowledges that it will evaluate all Potential Environmental Constraints to determine whether they may be present on the Property.

a. If the Developer believes that a Potential Environmental Constraint is not present on the Property, it may establish that fact by obtaining a document from a Certifying Expert stating that no further study is required for the particular Potential Environmental Constraint on any portion of the Property because the Potential Environmental Constraint is not present on any portion of the Property.

b. For all Potential Development Constraints which exist on some portion of the Property, the Developer shall submit documents from Certifying Experts indicating which Development Areas appear to contain which Potential Environmental Constraints.

c. In those Development Areas where no Potential Development Constraints exist either in the documents submitted pursuant to subparagraph 2 of this paragraph 6.1 or in the evaluations or reports addressing storm drain, drainage and recharge constraints pursuant to Section 6.2.6 below, Developer may submit an application for preliminary plat approval consistent with the Existing Land Use Regulations and the terms of this Agreement without any further study or review of Potential Environmental Constraints.

d. In those Development Areas where Potential Development Constraints are believed to exist, the Developer shall submit a report or study for each Potential Development Constraint which is believed to exist on the Development Area. At the latest, the reports or studies for each Development Area shall be submitted at the time the Developer submits the first preliminary plat in the Development Area, although the Developer may, at its option, provide reports or studies covering the entire Property or more than one development area. All reports and studies shall be prepared by a Certifying Expert in the field of expertise related to the Potential Environmental Constraint and shall certify the following:

(1) That the Certifying Expert has reviewed the documents (including any preliminary plats) regarding the existence of the Potential Environmental Constraint within the Certifying Expert's field of expertise in the Development Area under consideration;

(2) That the Certifying Expert has performed such tests and investigations using generally accepted current practices and methodologies in the Certifying Expert's field of expertise to evaluate the Potential Environmental Constraint in the Development Area under consideration and specifying the tests which have been conducted or investigations which were performed; and

(3) That one or more of the following circumstances apply:

(1) The Potential Environmental Constraint which was initially identified in documents referred to above do not actually exist in the Development Area under consideration;

(2) The constraint exists in the Development Area under consideration, in which case the Certifying Expert will either:

(i) Identify specific mitigation measures to be performed on all development in the Development Area which will ensure that the Potential Environmental Constraint is properly mitigated; or

(ii) Acknowledge that the Potential Environmental Constraint cannot be adequately mitigated in the Development Area under consideration and therefore any potential development depicted in that Development Area must be transferred to another area of the Project, subject to compliance with the Existing Land Use Regulations and the terms of this Agreement.

e. All documents and reports from Certifying Experts submitted in compliance with the provisions of subparagraphs 1, 2 and 4 of this paragraph 6.1 shall be subject to review by a Reviewing Expert and arbitration pursuant to the terms of paragraph 6.1.2 of this Agreement.

f. The parties acknowledge that based on slope constraints, no development other than road and utility crossings as depicted on Exhibit D will be allowed on the Long Bench as referenced on Exhibit C.

6.1.1 Compliance With Existing Land Use Regulations and Supplemental Development Standards. Developer acknowledges, understands and agrees that the number of single family residential dwelling units otherwise potentially allowed pursuant to paragraph 4.1 and the other provisions of this Agreement is subject to compliance with the Existing Land Use Regulations and supplemental development standards and terms of this Agreement. If, based on the results of reports and/or studies submitted pursuant to Section 6.1 above regarding Potential Environmental Constraints on development, the Property cannot support the maximum density otherwise allowable under paragraph 4.1 in full compliance with the Existing Land Use Regulations and terms of this Agreement, then the total number of single family residential dwelling units will be reduced to what can be accommodated on the Property in compliance with the Existing Land Use Regulations and terms of this Agreement based on the Potential Environmental Constraints identified.

6.1.2 Arbitration and Dispute Resolution Regarding Evaluation of Potential Environmental Constraints. The City may, at its sole cost and expense, retain the services of a Reviewing Expert to review any reports, studies and/or mitigation proposals submitted by the Developer under the provisions of Section 6.1 above. If the report or study of the City's Reviewing Expert disagrees with that of the Developer's Certifying Expert, the two experts shall meet and confer in an attempt to resolve any objections or disputes between them regarding the existence or mitigation of any Potential Environmental Constraints on development. If after meeting and conferring the Certifying Expert and Reviewing Expert are unable to resolve any disputes about the existence or mitigation of Potential Environmental Constraints on development, the parties shall attempt within fourteen (14) days to appoint a mutually acceptable Independent Expert in the professional discipline(s) of the Potential Environmental Constraints on development. If the parties are unable to agree on a single acceptable Independent Expert within that time period, they shall each, within fourteen (14) days, appoint their own individual expert as appropriate. These two experts shall, between them, choose the Independent Expert. Developer shall pay the initial fees of the Independent Expert so chosen. The Independent Expert shall, within thirty (30) days review the positions of the parties regarding the existence and/or mitigation of the Potential Environmental Constraint on development and render a decision. The time periods referenced in this section may be extended for good cause shown. The Independent Expert shall ask the prevailing party to draft a proposed form of order for consideration and objection by the other side. Upon adoption by the Independent Expert, after consideration of any objections, the Independent Expert's decision shall be final and binding upon both parties. The Independent Expert's decision

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shall include a determination as to responsibility for the payment of the Independent Expert's costs and expenses based on the relative success or failure of each party's position in the dispute.

6.2 Infrastructure and Facilities. Illustrative exhibits generally depicting a conceptual method for complying with the Existing Land Use Regulations and the terms of this Agreement for the purpose of providing adequate transportation, infrastructure and other capital facility needs of the Project are generally described in the exhibits as referenced below. The parties acknowledge and agree that these exhibits are conceptual in nature and for illustrative purposes only, and that more detailed plans which fully comply with all applicable requirements of the Existing Land Use Regulations and the terms of this Agreement will be submitted by the Developer as part of the application requirements for the approval of preliminary and final subdivision plats for the Project.

6.2.1 Project Street Master Plan. Exhibit D depicts the approximate location and layout of arterial and collector streets proposed within the Project. The Project shall be developed in general conformity with Exhibit D. The City has interpreted the cut-and-fill limitations under the HP-1 zoning district of the Existing Land Use Regulations as not being applicable to the construction of roads within the public right-of-way. The City recognizes and acknowledges that cuts and fills for the road to be constructed through the Long Bench area as depicted on Exhibit D may have to extend beyond the public right-of-way.

6.2.2 Trails, Parks and Open Space. A general illustration of the possible location of trails, parks and open space within the Project is attached hereto as Exhibit E and incorporated herein by this reference. Exhibit E is a conceptual depiction of a potential location for such trails and neighborhood parks. Developer and City acknowledge and agree that such trails and parks as are generally illustrated or depicted on Exhibit E are not being donated or voluntarily given to the City pursuant to the terms of this Agreement. However, at the time of platting of any areas depicting potential park locations or trail corridors, the City shall have an opportunity to acquire any such park areas or trail corridors by negotiation of a mutually acceptable price. The City shall have the option to negotiate with the Developer to establish a mutually acceptable purchase price for the acquisition of all such open space and/or trail corridors for the remainder of the Project.

6.2.3 Culinary Water Plan. Exhibit F depicts the approximate location and layout of a culinary water plan to service the Project. The Project shall be developed in general conformity with Exhibit F.

6.2.4 Secondary Water Plan. Exhibit G depicts the approximate location and layout of a secondary water plan to service the Project. The Project shall be

developed in general conformity with Exhibit G. It is understood and agreed that the City will not provide culinary water for secondary or outside watering purposes even on a temporary basis for any portion of the Project. The Developer shall demonstrate through a report from a Certifying Expert either of the following with respect to the availability of secondary water:

- a. Sufficient secondary water is available through Pine View Water Systems for that particular phase or plat; or
- b. Another source of secondary water is available which has:
 - i. Sufficient water rights in good standing to meet the irrigation needs of the entire Project at full build-out; and
 - ii. The sources which are the approved points of diversion for such water rights produce sufficient water to satisfy the irrigation needs of the entire Project at full build-out. The quantity of water rights and water source required shall be determined through the standards of the Utah Division of Drinking Water. This report shall be subject to the arbitration and dispute resolution process as set forth in paragraph 6.1.2.

6.2.5 Sanitary Sewer Plan. Exhibit H depicts the approximate location and layout of a sanitary sewer plan to service the Project. The Project shall be developed in general conformity with Exhibit H.

6.2.6 Storm Drain, Drainage and Recharge Plan. A general illustration of the storm drain, drainage and recharge needs of the Project is depicted on Exhibit I, which is attached hereto and incorporated herein by this reference. Prior to the platting of any phase of the Project, Developer shall provide a hydrological recharge study showing all recharge for the entire area encompassed by the Project and demonstrating how recharge will be preserved in the Project to the extent required by State law. This report shall be a report or study under paragraph 6.1 and shall contain all of the information required by paragraph 6.1 and be subject to the arbitration and dispute resolution processes set forth in paragraph 6.1.2.

7. Miscellaneous Provisions.

7.1 Phasing. The Project may be platted in phases. The Developer may proceed by platting and constructing the Project all at one time or by phase for portions of the Project as market conditions dictate, as long as each phase provides a logical extension

of the road system, infrastructure and facilities through the Project in conformance with the requirements of this Agreement and the Existing Land Use Regulations and terms of this Agreement.

7.2 Construction of Secondary Accesses. Developer shall provide secondary access to all phases of the Project as approved by the City Engineer according to generally accepted engineering practices and standards. To the extent that any Potential Environmental Constraints are identified in an area through which a secondary access is proposed, the reports or studies required under paragraph 6.1 of this Agreement shall be provided for any such areas. If a secondary access is provided between phases over portions of the property that are not yet platted, Developer shall not be required to plat the building lots for the unplatted property adjacent to the secondary access road. Any secondary access through such unplatted properties shall be constructed by Developer to the Requirements of the Uniform Fire Code. Developer shall be responsible for maintenance of any such secondary accesses until they are completed according to City standards and accepted by the City.

7.3 Ownership and Maintenance of Open Space. Developer voluntarily agrees to dedicate and convey to a homeowners association (HOA) to be established pursuant to the terms of this Agreement, at no cost to the City, that area designated as the Long Bench pursuant to Section 1.4 and Exhibit J as open space to ensure the long-term preservation of this area as non-developable in perpetuity based on steepness and slope constraints. The Long Bench parcel shall be dedicated and conveyed to the HOA pursuant to the terms of this Agreement at the time of the approval and recordation of the first phase or plat of the Project. At that same time, Developer shall grant to the City an irrevocable conservation easement in perpetuity to preserve and protect the Long Bench as open space in a form approved by the City Attorney. The HOA shall have the responsibility for the long-term maintenance and preservation of the Long Bench.

7.4 No Mining, Quarrying or Gravel Extraction. No mining, quarrying, gravel extraction or related activities shall be allowed as part of the Project. Any removal of overburden or materials shall be limited to that required pursuant to an approved grading plan. No sorting or separation of any such material will be permitted on-site within the Project area.

8. Dismissal of Litigation and General Release of All Claims.

8.1 Dismissal of Litigation. Upon approval of this Agreement and subject to the fulfillment of the zoning condition precedent in paragraph 2, the parties shall cause to be executed and filed a joint stipulation, motion and order dismissing with prejudice that certain legal action currently pending in the Second Judicial District Court for Weber

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County, State of Utah, captioned as Randy Marriott, et al v. North Ogden City, Civil No. 000900039 (the "Litigation").

8.2 General Release of Claims. As part of this Agreement, Developer, for and on behalf of itself and its officers, directors, members, employees, agents, indemnitors, insurers, successors, and assigns, hereby releases and forever discharges North Ogden City, together with all of its elected officials, board members, officers, directors, employees, agents, indemnitors, attorneys, insurers, successors, and assigns from any and all claims, demands, liabilities, damages, causes of action, costs and expenses, including attorney's fees, which may now exist or hereafter arise because of, arising out of, or in any way connected with the Litigation referenced above.

9. Successors and Assigns.

9.1 Binding Effect. This Agreement shall be binding on the successors and assigns of Developer in the ownership or development of any portion of the Project.

9.2 Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to North Ogden City and the prior written consent of the City may also be evidenced by letter from the City to Developer or its successors or assigns. This restriction on assignment is not intended to prohibit or impede the sale of parcels of fully or partially improved or unimproved land by Developer prior to construction of buildings or improvements on the parcels, with Developer retaining all rights and responsibilities under this Agreement.

10. General Terms and Conditions.

10.1 Term of Agreement. The term of this Agreement shall be for a period of fifteen (15) years following the date of its adoption, with the option on the part of Developer to extend the term of the Agreement for an additional five (5) years, if the terms of this Agreement have been substantially complied with and the Developer is not in material breach of the terms of this Agreement as determined by a preponderance of the evidence.

10.2 Agreement to Run With the Land. This Agreement shall be recorded in the office of the Weber County Recorder against the Property and is intended to and shall be deemed to run with the land, and shall be binding on all successors in the ownership of any portion of the Property.

10.3 Construction of Agreement. This Agreement shall be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling countervailing public interest while providing reasonable assurances of continuing vested development rights.

10.4 State and Federal Law. The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of this Agreement shall remain in full force and effect.

10.5 Relationship of Parties and No Third-Party Rights. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto nor any rights or benefits to third parties.

10.6 Laws of General Applicability. Where this Agreement refers to laws of general applicability to the Project, this Agreement shall be deemed to refer to other laws of North Ogden City or the State of Utah.

10.7 Integration. 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 hereto.

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

10.9 Waiver. The failure of either party at any time to require a performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself or any other provision.

10.10 Mediation and Dispute Resolution. If at any time during the term of this Agreement any dispute, difference or disagreement shall arise between the parties regarding the meaning or construction of any of the terms of this Agreement, the Developer and City shall meet and confer in an attempt to resolve any disputes regarding the construction or interpretation of the terms of this Agreement. If after meeting and conferring, Developer and City are unable to resolve any such disputes, then the parties

shall attempt within fourteen (14) days to appoint a mutually acceptable mediator to assist them in attempting to resolve any such dispute. The parties shall meet with the mediator within thirty (30) days of his appointment in a good faith attempt to resolve any such disputes prior to initiating any legal action.

10.11 Costs of Enforcement. If this Agreement or any of its material provisions are breached, the party at fault agrees to pay the attorney's fees and all costs of enforcement of the non-breaching party.

10.12 Conflicts. In the event any conflict arises between the provisions of this Agreement and the Existing Land Use Regulations, this Agreement shall be controlling.

10.13 Presumption. Neither this Agreement nor any section hereof shall be construed against any party due to the fact that the Agreement or any section thereof was drafted by said party.

10.14 Computation of Time. In computing any period of time pursuant to this Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

10.15 Titles and Captions. All sections, paragraphs and provisions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

10.16 Pronouns and Plurals. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require.

10.17 Further Action and Cooperation. The parties hereto shall cooperate in good faith to execute and deliver all documents, provide all information, and take all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

10.18 Counterparts. This Agreement may be executed in multiple counterparts, which together shall constitute one and the same document.

10.19 Savings Clause. If any provision of this Agreement, or the application of such a provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than

those as to which it is held invalid, shall not be affected thereby, so long as the primary purpose of this Agreement can be accomplished in the absence of the invalid provision.

10.20 Notices. All notices required or permitted under this Development Agreement shall be given in writing by certified mail or express courier delivery, at the following addresses:

If to the City: John Hendrickson
City Administrator
North Ogden City
505 East 2600 North
North Ogden, UT 84414

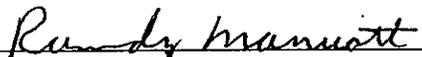
With a copy to: Keith M. Backman
Helgesen, Waterfall & Jones
4605 Harrison Blvd. #300
Ogden, UT 84403

If to Developer: Randy Marriott
Marriott Construction
5238 West 2150 North
Plain City, UT 84450

With a copy to: Bruce R. Baird
Baird & Jones L.C.
201 South Main St. - Ste 900
Salt Lake City, UT 84111

These addresses can be changed by sending a written notice of change of address pursuant to these provisions.

DATED as of the day and year first written above.



Randy Marriott



Kami Marriott

//////////

Jed McCormick
Jed McCormick

Pam McCormick
Pam McCormick

THE POINT INVESTMENT, L.C.

By Randy Marriott
Its Managing Member

RIDGES INVESTMENT, L.C.

By Kami Marriott
Its Managing Member



Attest:

Sailor G. Hill
North Ogden City Recorder

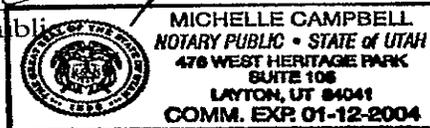
NORTH OGDEN CITY

By [Signature]

STATE OF UTAH)
COUNTY OF Weber) ss.

On this 10th day of July, 2000, before me personally appeared Randy Marriott, known to me to be the person who executed the document herein and acknowledged to me that he executed the same for the purposes therein stated.

[Signature]
Notary Public



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STATE OF UTAH)
COUNTY OF Weber) ss.

On this 10th day of July, 2000, before me personally appeared Kami
Marriott, known to me to be the person who executed the document herein and
acknowledged to me that she executed the same for the purposes therein stated.

Michelle Campbell
Notary Public



STATE OF UTAH)
COUNTY OF Weber) ss.

On this 10th day of July, 2000, before me personally appeared Jed
McCormick, known to me to be the person who executed the document herein and
acknowledged to me that he executed the same for the purposes therein stated.

Michelle Campbell
Notary Public



STATE OF UTAH)
COUNTY OF Weber) ss.

On this 10th day of July, 2000, before me personally appeared Pam
McCormick, known to me to be the person who executed the document herein and
acknowledged to me that she executed the same for the purposes therein stated.

Michelle Campbell
Notary Public



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STATE OF UTAH)
COUNTY OF Weber) ss.

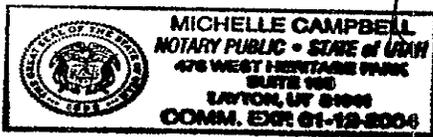
On this 10th day of July, 2000, before me personally appeared Kami Marriott Manager of The Point Investment, L.C., known to me to be the person who executed the document herein in behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.



Michelle Campbell
Notary Public

STATE OF UTAH)
COUNTY OF Weber) ss.

On this 10th day of July, 2000, before me personally appeared Kami Marriott Manager of Ridges Investment, L.C., known to me to be the person who executed the document herein in behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.



Michelle Campbell
Notary Public

EH# 1717806 PJ904

EXHIBIT LIST

EXHIBIT A	LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT B	CONCEPT PLAN
EXHIBIT C	EXISTING SLOPE MAP AND LONG BENCH AREA DESIGNATION
EXHIBIT D	PROJECT STREET MASTER PLAN
EXHIBIT E	TRAILS, PARKS AND OPEN SPACE
EXHIBIT F	CULINARY WATER PLAN
EXHIBIT G	SECONDARY WATER PLAN
EXHIBIT H	SANITARY SEWER PLAN
EXHIBIT I	STORM DRAIN, DRAINAGE AND RECHARGE PLAN

79651.1

E# 1717806 pg 905

16-008-0018, 16-042-0027, 0015, 16-037-0008, 0080, 0079, 0077, 0072, 0069, 0042, 0078, 16-009-0034, 0064, 0072, 0073,

EXHIBIT A NORTH VIEW ESTATES LEGAL DESCRIPTION

Part of the Northeast quarter of section 20, part of the Northwest quarter of section 21, part of the Southwest quarter of section 21, part of the Southeast quarter of section 17, and part of the southwest quarter of section 16, 77N, R1W, S18E&M, beginning at the North quarter corner of said section 21, thence as follows:

S 00°23'01" W 3246.88 feet along the quarter section line to a point on Pebble Beach of the Great Lake Bonneville Phase 7; thence along said subdivision the following 8 courses:

N 89°25'16" W 124.67 feet; thence
 N 00°20'26" E 151.42 feet; thence
 Northwestly 77.02 feet along a curve (R=550.00, D=7°28'48", I=38.57, CH=76.97, CHB=M 03°23'58" W)
 S 85°45'31" W 116.62 feet; thence
 Southwestly 142.53 feet along a curve (R=265.00, D=30°48'57", I=73.03, CH=140.82, CHB=S 70°22'02" W)
 S 54°57'35" W 39.19 feet; thence
 N 35°02'25" W 135.00 feet; thence
 S 54°57'35" W 44.85 feet to a point on Pebble Beach of the Great Lake Bonneville Phase 8; thence along said subdivision the following 10 courses:

N 35°00'13" W 184.50 feet; thence
 S 54°59'47" W 80.36 feet; thence
 N 35°00'13" W 125.00 feet; thence
 N 23°11'25" W 170.00 feet; thence
 N 50°38'46" W 50.00 feet; thence
 N 89°18'48" W 180.00 feet; thence
 S 00°41'12" W 150.00 feet; thence
 S 80°29'47" W 125.00 feet; thence
 N 00°41'12" E 20.10 feet; thence
 N 89°18'48" W 170.29 feet to an existing fence line; thence
 N 00°31'13" E 1458.15 feet along an existing fence line; thence
 N 89°22'40" W 439.32 feet along an existing fence line; thence
 S 00°56'39" W 135.38 feet to a point on Pebble Beach of the Great Lake Bonneville Phase 4; thence along said subdivision the following 7 courses:

S 89°50'35" W 93.94 feet; thence
 S 81°07'08" W 206.91 feet; thence
 S 70°18'38" W 104.04 feet; thence
 S 56°39'17" W 202.17 feet; thence
 N 31°20'43" W 185.00 feet; thence
 S 56°38'19" W 12.00 feet; thence
 N 31°20'27" W 124.98 feet to a point on Pebble Beach of the Great Lake Bonneville Phase 5; thence along said subdivision the following 4 courses:

N 31°22'03" W 125.02 feet; thence
 N 89°57'57" E 25.00 feet; thence
 S 31°22'03" W 156.25 feet; thence
 S 58°35'18" W 125.00 feet to 450 east street; thence
 N 31°11'18" W 358.08 feet along the east line of said street; thence
 Northwestly 161.68 feet along a curve along the east line of said street (R=310.00, D=29°52'58", I=82.72, CH=158.65, CHB=N 14°15'17" W)
 N 89°18'48" W 80.00 feet along the north line of said street; thence
 Southwestly 204.20 feet along a curve along the west line of said street (R=390.00, D=30°00'00", I=104.50, CH=201.88, CHB=S 14°18'48" E)
 S 31°11'06" E 360.37 feet along the west line of said street to a point on Pebble Beach of Great Lake Bonneville Phase 5; thence along said subdivision the following 4 courses:

S 58°35'18" W 126.00 feet; thence
 N 31°22'03" W 180.00 feet; thence
 S 87°40'51" W 77.63 feet; thence

N 83°42'03" W 306.02 feet to a point on Pebble Beach of the Great Lake Bonneville Phase 6; thence along said subdivision the following 8 courses:

N 78°53'58" W 95.44 feet; thence
 N 14°36'16" E 56.03 feet; thence
 N 75°24'09" W 157.34 feet; thence
 N 70°22'52" W 80.42 feet; thence
 S 78°16'31" W 87.20 feet; thence
 S 16°31'39" W 241.30 feet; thence
 N 83°39'55" W 35.57 feet; thence
 S 08°20'04" W 190.83 feet to the South line of the Northeast quarter of said section 20; thence
 N 88°32'56" W 628.97 feet along said south line; thence
 N 00°14'45" E 2731.94 feet to the North quarter corner of section 20; thence
 N 00°15'50" E 1320.25 feet along the west line of the southeast quarter of said section 17 to a line monumented by ONESCO Engineering; thence along said monumented lines the following 3 courses:

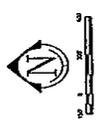
S 89°54'45" E 1403.45 feet; thence
 N 00°23'35" E 430.34 feet; thence
 N 89°17'57" E 3436.88 feet; thence
 S 00°31'11" W 1688.76 feet; thence
 S 89°28'49" E 620.00 feet; thence
 S 00°31'11" W 277.45 feet to the point of beginning.

Containing: 492.455 acres, 21,451,317 sq. ft.
 Total area less the following description:
 Containing: 490.545 acres, 21,380,136 sq. ft.

Less the Weber Box Elder Conservation District parcel described as follows:
 Part of the Northeast quarter of section 20, 7N, 1W S18E&M. Beginning at a point on an existing fence line said point being East 1082.73 feet and South 1790.55 feet from the North quarter corner of said section. Thence as follows:

S 58°25'40" E 286.10 feet along an existing fence line; thence
 S 31°29'25" W 291.01 feet along an existing fence line; thence
 N 58°23'36" W 285.75 feet along an existing fence line; thence
 N 31°25'27" E 280.84 feet along an existing fence line to the point of beginning.

Containing: 1.910 acres, 83,181 sq. ft.



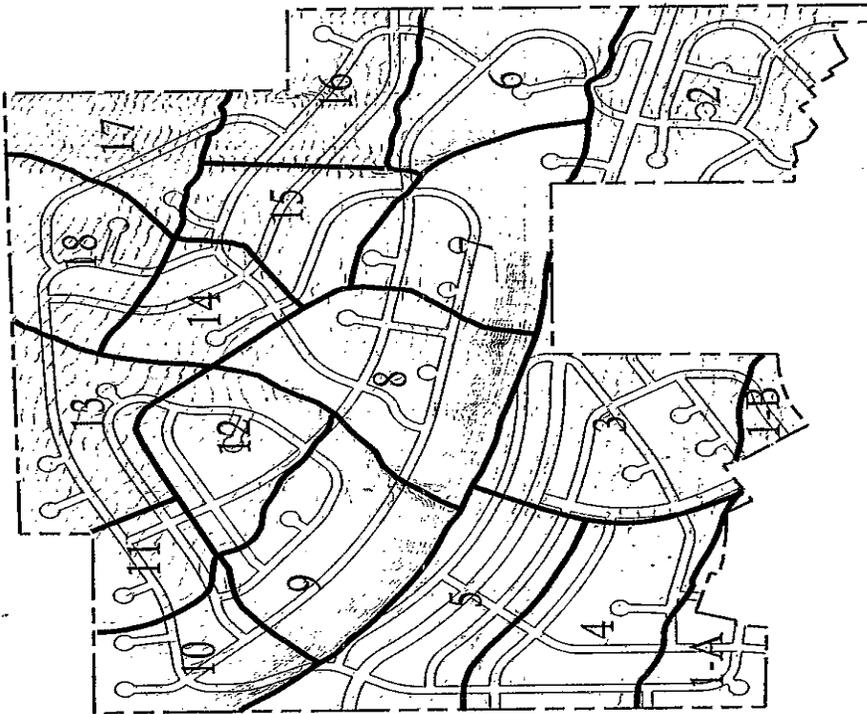
THE SEAR-BROWN GROUP

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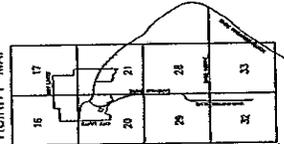
EXHIBIT B NORTH VIEW ESTATES DEVELOPMENT AREAS CONCEPTUAL PLAN



LEGEND:
 DEVELOPMENT AREA BOUNDARIES

NOTES:
 THE ORDER IN WHICH THE DEVELOPMENT AREAS DEVELOP DOES NOT NECESSARILY COINCIDE WITH THE NUMBERING IN THIS CONCEPTUAL PLAN

VICINITY MAP

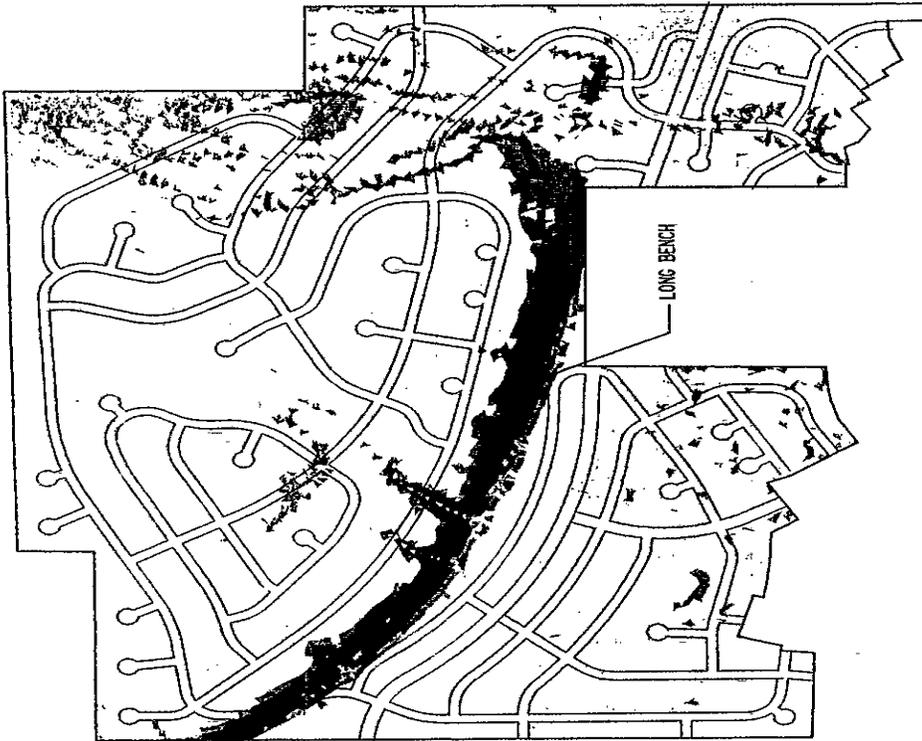



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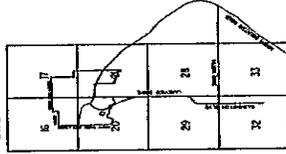
EXHIBIT C
 NORTH VIEW ESTATES
 EXISTING SLOPE MAP



LEGEND:



VICINITY MAP



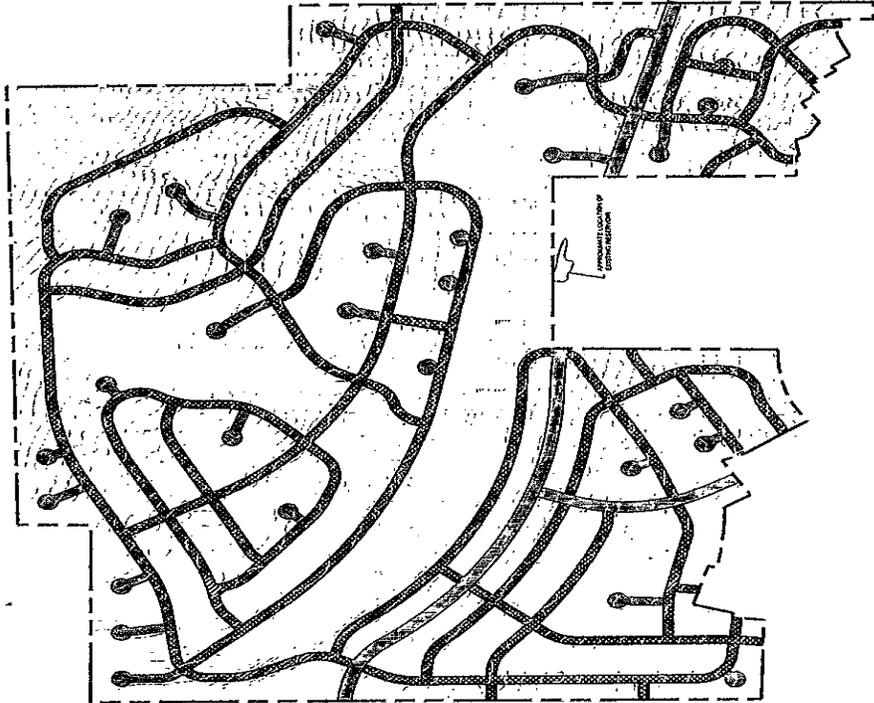
THE SEAR-BROWN GROUP
 PROFESSIONAL ENGINEERS
 100 NORTH GARDNER STREET
 SUITE 1000
 WASHINGTON, DC 20004
 WWW.SEARBROWNGROUP.COM

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EXHIBIT D NORTH VIEW ESTATES CONCEPTUAL STREET MASTER PLAN



- NOTES:**
- 1) THE LOCATIONS OF ROWWAYS ARE CONCEPTUAL AND ARE SUBJECT TO CHANGE BASED UPON MORE DETAILED DESIGN.
 - 2) MOUNTAIN ROAD IS AN ARTERIAL STREET AND WILL NOT HAVE DRIVEWAYS FRONTING IT.
 - 3) INTERSECTIONS SHALL BE ALLOWED TO SLOPE FOR 3% FOR A DISTANCE OF 20' L. FROM CL. BEFORE STARTING VERTICAL CURVE.
 - 4) INTERSECTIONS WILL BE ALLOWED TO SKEW AT AN ANGLE OF 15°.
 - 5) CUTS AND FILLS IN EXCESS OF 10' SHALL BE ALLOWED.
 - 6) ALTERNATE CROWN LOCATIONS WITH 1 ft. DIFFERENCE IN CURB ELEVATION WILL BE ALLOWED.
 - 7) SECONDARY FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED AS REQUIRED BY THE UNIFORM FIRE CODE OR NORTH OGDEN CITY FIRE DEPARTMENT, WHICHEVER GOVERNS.

VICINITY MAP

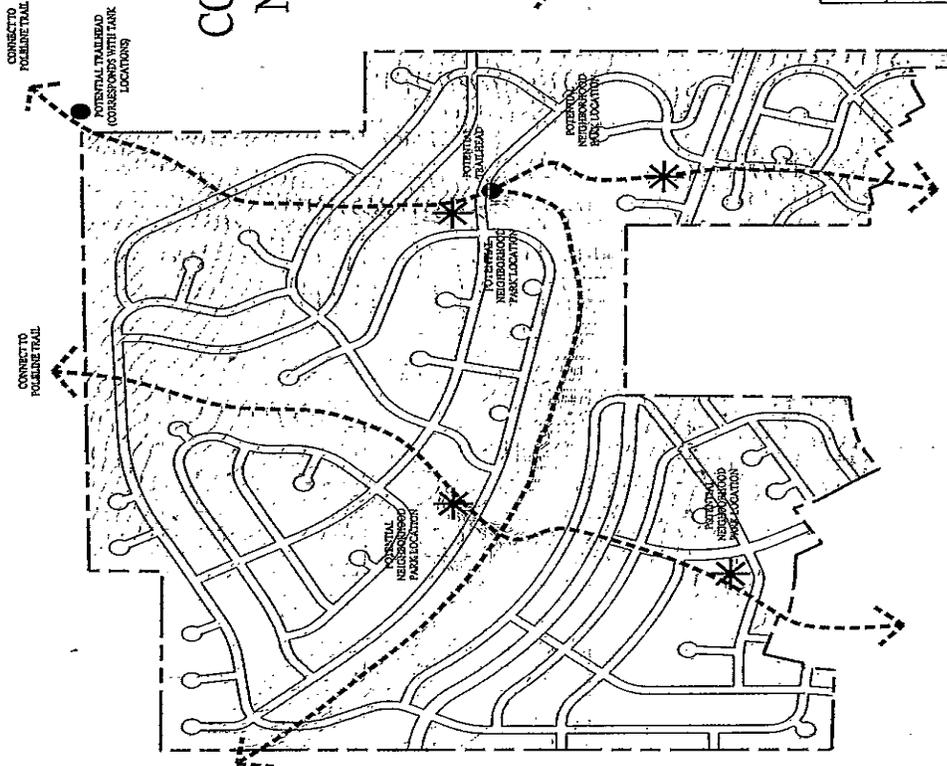



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EXHIBIT E NORTH VIEW ESTATES CONCEPTUAL TRAILS AND NEIGHBORHOOD PARKS

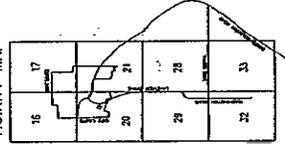


LEGEND:

- POTENTIAL TRAILHEAD
- * POTENTIAL NEIGHBORHOOD PARK LOCATION
- - - CONCEPTUAL TRAIL SYSTEM

NOTE:
PARKS TO SERVE AS STORM DRAIN DETENTION BASINS
AND GROUND WATER RECHARGE.

VICINITY MAP

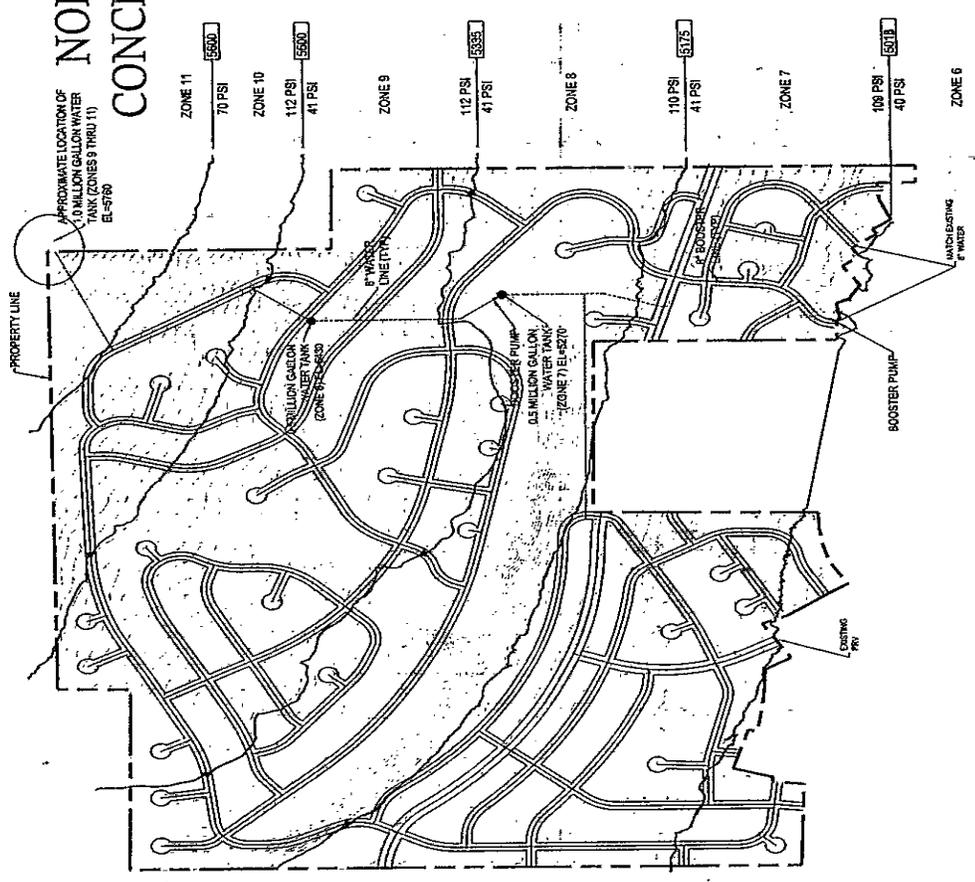


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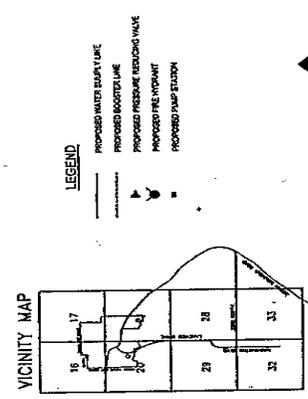
PRINTED: JUNE 9, 2010

E# 1717806 PG 9/10

EXHIBIT F NORTH VIEW ESTATES CONCEPTUAL WATER PLAN



- NOTES:**
1. NEW WATER LINES SHALL MATCH EXISTING WHERE APPLICABLE. OTHERWISE NEW WATER LINES ARE 8" DIP EXCEPT IN CULDESACS. THEN WATER LINES ARE 6" DIP WITH THE CITY ENGINEER.
 2. THE NUMBER OF VALVES REQUIRED AT EACH INTERSECTION SHALL BE COORDINATED WITH THE CITY ENGINEER.
 3. CULINARY WATER SYSTEM SHALL BE IN ACCORDANCE WITH NORTH OGDEN CITY STANDARDS.
 4. FINAL FIRE HYDRANT LOCATION TO BE DETERMINED BY NORTH VIEW FIRE DEPARTMENT. APPROXIMATE LOCATIONS SHALL BE SHOWN ON PLAN.
 5. ALL CULINARY WATER MAINS SHALL BE CLASS 50 D.P. AND BE 8" DIAMETER UNLESS OTHERWISE INDICATED.
 6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH NORTH OGDEN CITY STANDARDS.
 7. CULINARY WATER LATERAL METER TYPE AND LOCATION SHALL BE APPROVED BY NORTH OGDEN CITY WATER DEPARTMENT.
 8. A SECONDARY WATER SYSTEM WILL BE DESIGNED AND CONSTRUCTED TO PROVIDE WATER FOR OUTDOOR USE. CULINARY WATER WILL NOT BE PROVIDED FOR OUTDOOR USE.



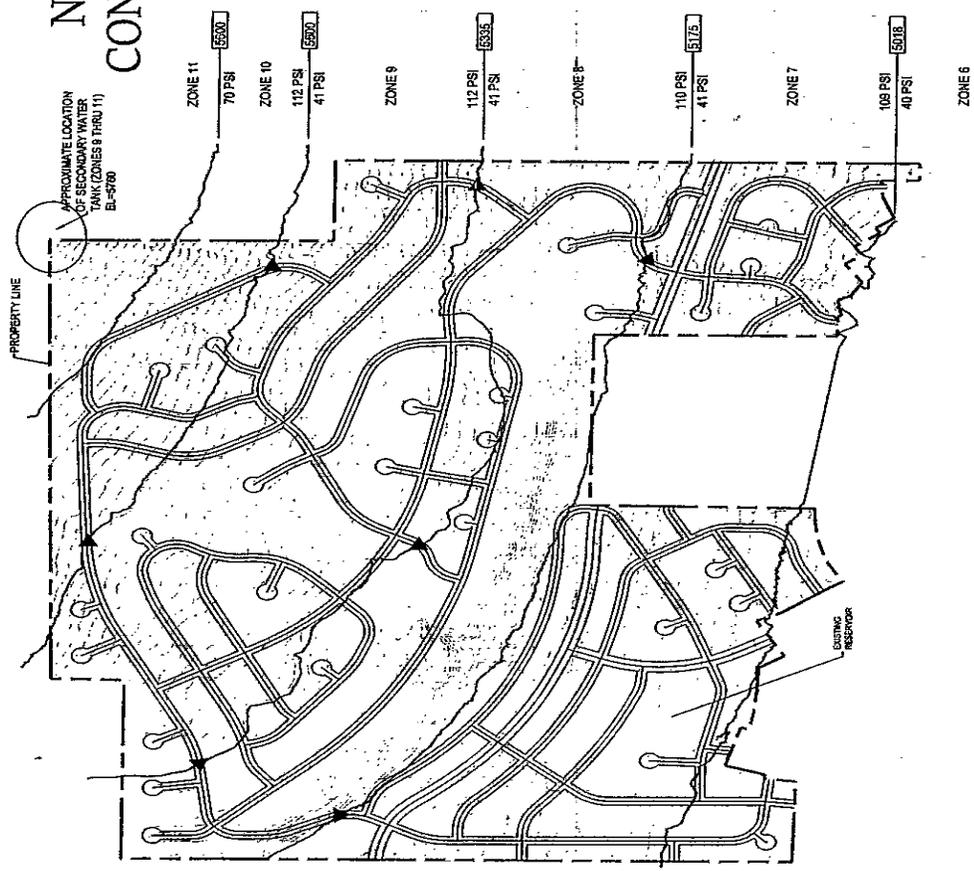
- LEGEND**
- PROPOSED WATER SUPPLY LINE
 - PROPOSED BOOSTER LINE
 - PROPOSED PRESSURE REGULATING VALVE
 - PROPOSED FIRE HYDRANT
 - PROPOSED PUMP STATION

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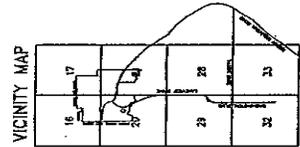
EXHIBIT G NORTH VIEW ESTATES CONCEPTUAL SECONDARY WATER PLAN



LEGEND

- PROPOSED SECONDARY WATER LINE
- ▶ PROPOSED PRESSURE REDUCING VALVE

NOTES:
SECONDARY WATER PRESSURE ZONES ARE BASED OFF THE ZONES FOR THE CONCEPTUAL WATER PLAN.



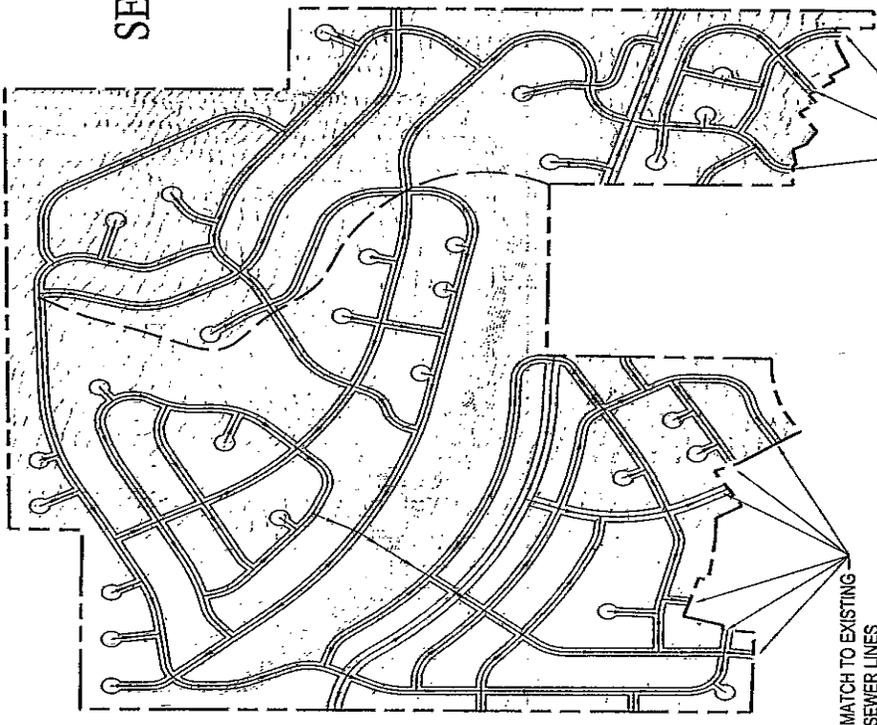

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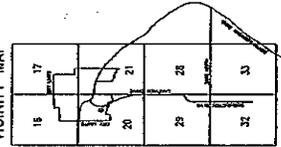
EXHIBIT H NORTH VIEW ESTATES SEWER PLAN STUDY AREA



NOTES:

1. ALL SEWER LINES WILL MATCH EXISTING PIPE SIZE AND TYPE WHERE APPLICABLE. ALL OTHER SEWER LINES SHALL BE 8" PVC (MINIMUM SLOPE 0.5%).
2. CONSTRUCTION OF PROPOSED SEWER TO BE IN ACCORDANCE WITH SEWER DISTRICT AND NORTH OGDEN CITY STANDARDS.
3. MANHOLE SIZES TO BE COORDINATED WITH NORTH OGDEN CITY ENGINEER.
4. SANITARY SEWER TREATMENT SHALL BE PROVIDED BY SEWER DISTRICT.
5. SANITARY SEWER SERVICE LOCATIONS SHALL BE APPROVED BY NORTH OGDEN CITY WATER DEPARTMENT.

VICINITY MAP



LEGEND

- SEWER LINE & FLOW DIRECTION (8" UNLESS OTHERWISE INDICATED)
- - - SEWER DIVIDING BOUNDARY



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Sheet 171806 Pg 9/13

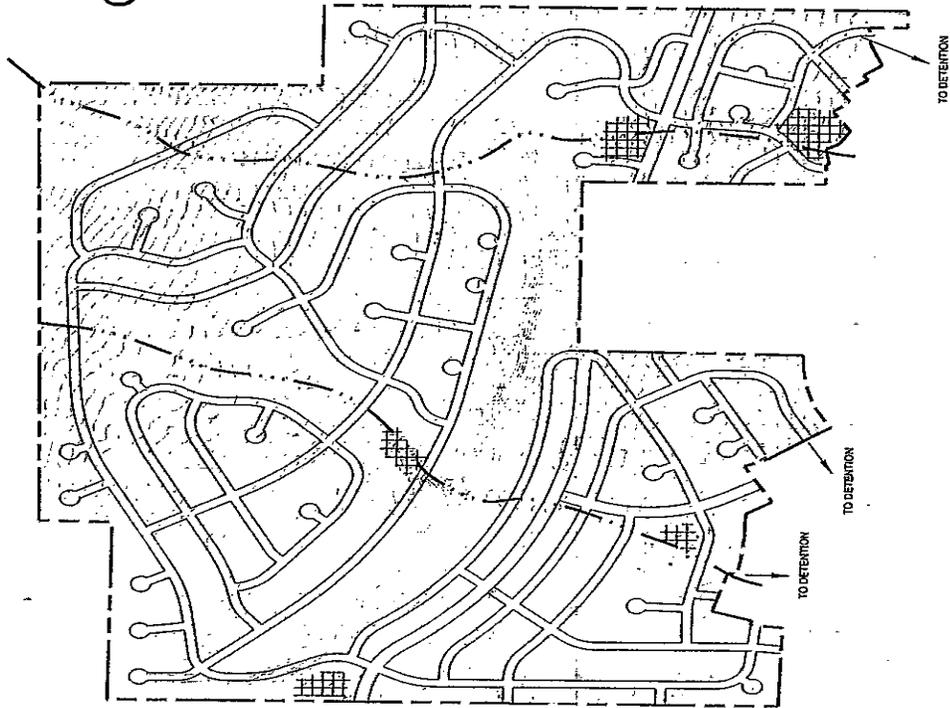
EXHIBIT I NORTH VIEW ESTATES CONCEPTUAL STORM DRAIN PLAN

LEGEND:

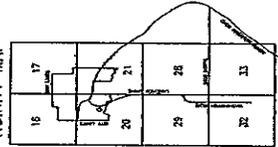
-  PROPOSED
DETENTION BASINS
-  DRAINAGE CHANNEL

NOTES:

1. ALL AREAS SHOWN AS DETENTION ON THIS PLAN ARE COMBINATION OPEN SPACE/PARK/DETENTION AREAS. THE ACTUAL DETENTION PONDS ONLY OCCUPY A PORTION OF THE AREA. DETENTION PONDS SHALL BE LANDSCAPED AND IRRIGATED.
2. ALL SD PIPES ASSUMED TO BE CONCRETE.
3. A GEOTECHNICAL INVESTIGATION SHALL BE PERFORMED FOR EACH PHASE TO DETERMINE IF SURFACE DRAINAGE SYSTEMS WILL BE NEEDED FOR THAT PHASE.
4. NATURAL DRAINAGE CHANNELS WILL BE PRESERVED TO THE EXTENT POSSIBLE.
5. DETENTION BASINS WILL BE DESIGNED TO ENCOURAGE RECHARGE OF GROUNDWATER.



VICINITY MAP



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