

WHEN RECORDED RETURN TO:
Dentons Durham Jones Pinegar
c/o Brent N. Bateman
3301 N Thanksgiving Way, Ste 400
Lehi, UT 84043

**MASTER DEVELOPMENT AGREEMENT
FOR
WEST CREEK**

THIS MASTER DEVELOPMENT AGREEMENT (“Agreement”) is entered into on this ____ day of _____, 2024 (“**Effective Date**”), by BlackPine, LLC, a Utah limited liability company (“**Developer**”), Frank S Blair Family LLC, a Utah Limited Liability Company (“**Blair Owner**”), Marriott-Slaterville City, a political subdivision of the State of Utah (“**MS**”), and Farr West City, a political subdivision of the State of Utah (“**FW**”). Together, MS and FW are sometimes collectively known as “**Cities**” or individually as “**City**.” Cities, Blair Owner, and Developer are the “**Parties**” to this Agreement, and individually each is a “**Party**” hereto.

RECITALS

A. Developer and Blair Owner each control certain property located in Weber County Utah, legally described on the attached and incorporated Exhibit A (“**Property**”), and known by the following Weber County Tax ID numbers:

Farr West Parcels		Marriott-Slaterville Parcels
15-031-0022	15-031-0008	15-031-0025
15-031-0023	15-031-0007	15-031-0015
15-030-0077	15-031-0005	15-031-0001
15-030-0075	15-001-0025	15-484-0003
15-004-0064	15-031-0004	15-034-0074
15-001-0010	15-001-0003	

B. Developer and Blair Owner desire to combine their parcels in order to create a business park development project (“**Project**”) on the Property to be known as West Creek, consisting of multiple public and private facilities and uses as generally depicted on the preliminary concept plan (“**Concept Plan**”) attached hereto as Exhibit B and incorporated herein.

C. MS and FW desire to cooperate with Developer and Blair Owner, with respect to properties owned by Blair Owner within the boundaries of the Property, and with one another, to permit development of the Project as a single development, constructed in a unified and consistent manner, such that it benefits both Cities.

D. The parcels of the Property located within the boundary of MS are currently designated as *A-1 zone*. Some of the parcels of the Property located within the boundary of FW are currently designated as *A-1 zone*, and some are designated with the *C-2 zone*. Both cities have adopted a similar zone on the Properties titled in MS as *Institutional Technology Zone* (MS “ITZ”), and FW titled Innovation Commercial Zone (FW “ICZ”) and to adopt this Development Agreement as the text of the zoning designation (“New Zoning”).

E. The New Zoning is intended to permit development of the Project in accordance with the Concept Plan. The Parties desire to enter into this Agreement in connection and conjunction with, and as a condition of, rezoning the Property to the New Zoning.

F. The Parties desire to enter into this Agreement to more fully specify the rights and responsibilities of Blair Owner and Developer to develop the Property as expressed in this Agreement and the Concept Plan, and the rights and responsibilities of Cities to allow and regulate such development pursuant to the requirements of this Agreement, the Concept Plan, and all other applicable laws.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals (which recitals are incorporated into this Agreement) and the covenants hereafter set forth in this Agreement, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Interpretation.

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

1.2. Whenever in this Agreement:

1.2.1. the consent or approval of any person is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed, unless expressly provided to the contrary;

1.2.2. there is a reference to “days,” such reference shall be deemed to be to “calendar days” unless the phrase “business days” is expressly stated;

1.2.3. the date on which any payment or performance is due under this Agreement is not a business day, such payment or performance shall be due on the immediately following business day; and

1.2.4. there appears a reference to a consent, approval, description, designation, estimate, notice, request, demand, response, statement, warning, correspondence, Agreement, schedule or other communication, such reference shall be deemed to require the same to be in writing, unless otherwise expressly stated.

2. Zoning & Vesting.

2.1. Following the adoption of the New Zoning and this Agreement by either FW or MS, the Property will automatically be vested, in the City that adopted it, as to the uses and other provisions of the New Zoning and this Agreement that are in place as of the Effective Date, without further action or approval by that City. Other zoning provisions of the City not addressed in this Agreement shall apply as they exist as of the Effective Date; provided however, to the extent this Agreement and Concept Plan conflicts with the other zoning provisions of the City, the terms of this Agreement and Concept Plan shall control. Nothing in this Agreement shall be interpreted to deprive Cities of their legislative authority nor interfere with a City's police power.

2.2. To the fullest extent permissible under the law, this Agreement grants and vests in Developer all rights consistent with the New Zoning, and to develop the Project in accordance with the Concept Plan in the City where vesting occurred. Accordingly, the Concept Plan is hereby deemed approved with uses as set forth in this Agreement. The Parties intend that the rights granted to Developer and the entitlements for the Project under this Agreement are both contractual and provided under the common law concept of vested rights and pursuant to Utah Code § 10-9a-509.

2.3. In the event that one City adopts the New Zoning and enters into this Agreement, but the other City declines to do so, this Agreement and vested rights shall nevertheless apply to the City that adopted this Agreement. If a City does not adopt this Agreement, provisions of this Agreement applicable to that City or to facilities or infrastructure in that City, including but not limited to obligations of Developer to construct or provide improvements to infrastructure within the boundaries of that City, shall be void and the Developer shall have no further obligation therefor.

2.4. In accordance with Utah vesting laws, laws and ordinances adopted by the Cities after the Effective Date ("**Cities' Future Laws**") shall not apply to the Project, except as follows:

2.4.1. Cities' Future Laws that Developer agrees in writing apply to the Project;

2.4.2. Cities' Future Laws that are both generally applicable to all properties in the Cities' jurisdiction and that are required in order to comply with state and federal laws and regulations affecting the Project;

2.4.3. The Cities' development standards, engineering requirements, approval, and supplemental specifications applicable to public works, and any Cities' Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the state or federal governments and are otherwise required to meet legitimate concerns related to public health, safety or welfare;

2.4.4. Lawful taxes, or modifications thereto, provided that nothing in this Agreement shall be construed as waiving or limiting in any way Developer's right to challenge taxes imposed by the Cities, which right to challenge is hereby reserved

2.4.5. Changes to the amounts of utility rates, service fees or charges, or fees for the processing of Development Applications that are generally applicable to all development within the Cities' jurisdiction and that are adopted pursuant to state and local law.

2.4.6. Changes authorized under Utah Code §10-9a-509, or its successor statute.

3. Development of the Project.

3.1. Developer shall be vested in and entitled to develop on the Property, through final buildout of the Development as described in this Agreement and as shown on the Concept Plan.

3.2. Developer may develop the Project phases, and Developer reserves all discretion to determine whether to develop a particular portion or phase of the Property based upon Developer's business judgment. Upon approval of the final plat for any phase in a City, Developer may immediately submit a preliminary plat for the next phase of the Project within that City.

3.3. The Concept Plan is understood by the Parties to be conceptual in nature and sets forth only a potential layout for the Project. Developer may reconfigure or modify the Project's layout depicted in the Concept Plan based on Developer's business judgment, provided that Developer does not introduce uses not permitted under the New Zoning. Such modifications shall not be considered material modifications and will not require amendment of this Agreement and may be approved by City staff.

3.4. Developer may elect to sell one or more portions of the Project to a sub-developer ("Sub-developer"). Any portion of the Property (each a "Parcel") sold by Developer to a Sub-developer shall include the transfer of the right and obligation to develop such Parcel in accordance with this Agreement and the Concept Plan. At the recordation of a Final Plat or other document of conveyance for any Parcel sold to a Sub-developer, Developer shall provide the Cities with a report showing the parcels and density units sold and the projected or potential uses. However, the sub-developer is required to comply with the approvals granted, including the Concept Plan and this Development Agreement.

3.5. Land Uses. Land uses in FW shall comply with the ICZ in Chapter 17.____. Land uses in MS shall comply with ITZ in Chapter 13.12. In addition, the following uses are also permitted on the Property through this Agreement by approval of MS in accordance MS Municipal Code 13-12-040(2): light manufacturing, wholesale, assembly and warehousing in an enclosed building.

4. Development Standards. The following development standards shall apply to the Project.

4.1. Site Development Standards: All site development standards shall meet requirements as set forth in each City's Municipal Code, except where otherwise specifically provided in this Agreement.

4.1.1. No maximum lot area is required. Minimum lot area shall be sufficient to provide for the use, adequate parking, landscaping, and other requirements set forth herein, however, minimum lot shall be 20,000 square feet.

4.1.2. No minimum lot width or frontage requirements. Generally, internal roads and cross access easements will handle parking and traffic circulation.

4.1.3. Maximum lot coverage shall be 55% of any lot area covered by a main building and/or accessory building(s) excluding surface areas and/or parking structures.

4.1.4. Maximum impervious coverage shall be 80% as measured across the entire Project.

4.1.5. Maximum building height shall be fifty (50) feet. Maximum building height is measured from the finished grade. Finished grade shall be calculated from the finished elevation of car parking stalls adjacent to the building. Penthouse or roof structures for the housing of elevators, stairways, tanks, ventilating fans or similar equipment required to operate and maintain the building, and fire or parapet walls, skylights, cupolas, solar panels, steeples, flagpoles, chimneys, smokestacks, water tanks, wireless or television masts, theater lofts, silos or similar structures may be erected above the height limit, but no space above the height limit shall be allowed for the purpose of providing additional floor space, and at no time shall the height be greater than 15 feet higher than the maximum height.

4.1.6. Minimum front yard setback shall be twenty feet (20') measured from back of street curb.

4.1.7. Minimum side yard setback shall be ten feet (10').

4.1.8. Minimum rear yard setback shall be ten feet (10').

4.1.9. Structures constructed for human occupancy shall have equally attractive sides, rather than placing all emphasis on the front elevation of the structure. The same types of building materials shall be used on all four (4) sides, though the amount of material used on each side may vary. Structures shall be designed and arranged with variations in wall surfaces by using such things as varying textures, materials, and planes to avoid a blank wall appearance.

4.1.10. Building colors shall be predominantly earth tones. Use of brighter colors, including silvers and other metallic colors, is limited to accents or details on a building and shall not exceed more than five percent (5 %) of the wall surface of each wall.

4.1.11. The Project will contain certain Open Space areas, as generally depicted on the Concept Plan, which are designed to serve as a buffer of this Project from surrounding schools, institutional uses, and residential uses. The Property south of 700 North Street on the Concept Plan shall be dedicated to MS City in perpetuity as a buffer to the adjacent schools, and as Open Space and/or recreation purposes. The remaining Open Space on the Concept

Plan shall be improved, maintained, and operated by an Owners' Association which ~~may~~shall include a public trail dedicated to MS and/or FW.. Developer may also use Open Space for storm water. Developer shall provide an Open Space buffer area along the Willard Bay Canal and ties into the frontage road adjacent to I-15. -Any public trail shall be a hard surface public trail that meets ASHTOE standards and is minimum ten (10) feet in width.

4.2. Building Materials: Building walls shall be constructed with materials of durability and quality and limited to the following types of exterior surfaces:

4.2.1. Brick.

4.2.2. Baked colored architectural metals. In no case shall ribbed metal skin systems typical of pre-engineered metal buildings be permitted.

4.2.3. Integral colored split face or honed CMU. Smooth face CMU may be used on portions of the building not visible from public areas.

4.2.4. Tilt up wall systems or site cast concrete.

4.2.5. Stucco including EIFS is limited to architectural detailing surfaces and articulation and are a minimum of eight feet (8') above grade.

4.3. Screening:

4.3.1. All mechanical equipment, including roof-top equipment, related to the Project shall be screened from view, either by enclosure or parapet wall.

4.3.2. Dumpsters shall be screened from view by concrete screen walls or enclosed within an earth-tone color concrete or masonry enclosure designed compatible with the overall project architecture. Dumpsters shall be gated and lockable.

4.3.3. Outdoor Storage shall be located in the most accessible manner to the side or rear of the main building, provided that such storage does not exceed the height of the screening fence and is screened entirely from public view.

4.4. Lighting. All lighting shall comply with MS Code Chapter 15.23 for Dark Sky compliance and all light fixtures shall meet Dark Sky certifications and lumens.

4.5. Landscaping. All landscaping and landscape materials shall meet requirements as set forth in MS City Municipal Code.

4.5.1. No Interference: Plant materials shall not interfere with anticipated large vehicles using roads and service bay areas.

4.5.2. Landscaping and Open Space Minimum: A minimum twenty percent (20%) open space, trails, landscaping, and parks which shall be measured on a Project-wide

basis rather than an individual Parcel basis, and the Public Open Space areas dedicated to the Cities, along with the open space, green space, trails, landscaping, and parks located within the Project will be included in the Project-wide twenty percent (20%) calculation.

4.6. Parking. Parking shall be provided in accordance with the following ratios:

4.6.1. Parking For Professional and Office Buildings: For every one thousand (1,000) square feet of office space, there shall be three (3) parking spaces. ADA accessible stalls will be provided in accordance with applicable laws.

4.6.2. Parking For Industrial Buildings: For every one thousand (1,000) square feet of industrial space, there shall be a minimum of one (1) parking space. ADA accessible stalls will be provided in accordance with applicable laws.

4.6.3. Parking For Retail Buildings: For every one thousand (1,000) square feet of industrial space, there shall be a minimum of four (4) parking spaces. ADA accessible stalls will be provided in accordance with applicable laws.

5. System Infrastructure.

5.1. Developer Road Improvements. Developer, using financing options available to it, shall make the following public improvements to roads within the Project in accordance with the Public Works Standards in a City that adopts this Agreement, and such improvements are shown on the Concept Plan as may be amended from time to time. Developer will complete improvements of or provide financial assurances for the portions of the public streets in connection with each, which may be one or more, final plat(s) for parcels accessed by such portions of the public streets. These roads will be dedicated to the City, in the general locations depicted on the Concept Plan, in which they appear upon recording of the final plat for the Project within that City:

- 5.1.1. Construction and extension of 1900 West Street
- 5.1.2. Construction of 1000 North Street
- 5.1.3. Construction and extension of 1500 West Street
- 5.1.4. Construction of 1700 West Street

5.2. Road Improvements. Using financing options available to it, Cities may make the following public improvements to roads within the Cities:

- 5.2.1. Install two (2) signals on 400 North when warranted by traffic volumes, at 1500 West (school road) and 1750 West (Amazon).
- 5.2.2. Reconstruction, widening, and improvement of the frontage road in FW to 1800 North Street, along with other requirements of the Weber Fire District for access and fire safety.
- 5.2.3. Re-stripe 400 North for 2 lanes each direction -
- 5.2.4. Improvements on 1500 West/Venture Way:
 - 5.2.4.1. Install 2-3 overhead pedestrian signals adjacent to the school sites.
 - 5.2.4.2. Install raised cross walk on the road adjacent to the school sites.

5.3. Culinary Water. Developer shall construct, or cause to be constructed, all onsite culinary water improvements needed for the Project. Developer shall dedicate the culinary water improvements to Bona Vista Water Improvement District (“**Water District**”), and culinary water improvements shall be built to Water District Standards. If required, Developer shall dedicate sufficient water to the Water District to serve the Project.

5.4. Secondary Water. Developer shall construct, or cause to be constructed, all required secondary water improvements needed for the Project to meet respective MS City’s secondary water service standards. The Parties agree to mediate this further in the event of any conflict.

5.5. Sewer. Developer shall construct, or cause to be constructed, all onsite sanitary sewer improvements needed for the Project. Developer shall dedicate the sanitary sewer improvements to FW City, and sanitary sewer improvements shall be built to FW City Public Works Standards.

5.6. Storm Water. Developer shall construct or cause to be constructed, storm water control structures as outlined in each respective City’s code and Public Works Standards, including compliance with low impact development (LID) requirements. Developer may utilize the Open Space for storm water purposes. Developer shall not be required to design and construct such detention facilities to address storm water flows originating from outside the Property.

6. Infrastructure Financing.

6.1. The Developer desires that development of the Property pursuant to this Agreement provides positive economic benefits to the Cities and their residents by, among other things, increasing property tax and other revenues to the community based on improvements to be constructed on the Property. This Agreement is subject to MS City and FW City entering into an interlocal agreement for distribution of tax revenues and certain fees realized from the Project. The Parties also agree to use reasonable efforts to employ the financing mechanisms set forth in Title 17C or Title 17D of the Utah Code.

6.2. The Parties agree to work together in good faith to create mutual-gain public finance opportunities that will help fund both public infrastructure and private improvements associated with the Project. The Cities shall participate in good faith and cooperate with Developer’s pursuant of the following financing mechanisms:

6.3. The Parties shall cooperate with and not impede the formation of one or more Project Areas via the MS Agency in accordance with Utah Code § 17C-1-102(4). If a Project Area is created by the Agency, the Cities shall negotiate in good faith and use reasonable efforts to enter into an interlocal Agreement with the Agency with respect to the Cities’ contribution of the Tax Increment generated for the benefit of the Project Area. The Parties shall also use reasonable efforts to support the Agency in securing the participation of other taxing entities.

6.4. Developer may elect to petition the Cities to create one or more Public Infrastructure Districts (“**PID**”) pursuant to Utah Code § 17D-4-101 *et seq.* for the Property in addition to or in place of the Project Area as an option to implement and facilitate the financing, construction, and operation

of some or all of the Public Infrastructure for the Project. The City shall process Developer's petition to create the PID in accordance with City's applicable PID policy.

6.5. Developer may pursue and the Cities may, in accordance with applicable City policy, assist Developer in pursuing any other public financing options available or similar to those identified in this Section that exist or may exist in the future.

6.6. Cities agree that as part of the PID infrastructure financing under this section, no mills or tax levies shall be placed on the Property or the Project without the express written consent of the Developer. [The Parties agree to cooperate and coordinate on any PID matters.](#)

6.7. Developer shall be responsible for installation of system improvements and if appropriate, dedication thereof to the public. To the extent that such improvements go beyond the Project's proportionate impact, the Cities shall assist Developer in obtaining reimbursement from subsequent users, or provide credit for costs or fees to Developer for such facilities as required by the rough proportionality test found in Utah State Law, Utah Code 10-9a-508, and in the Nollan/Dolan line of United States Supreme Court cases.

6.8. The Cities shall not require the Developer to "upsized" any improvements (i.e., to construct the improvements to a size larger than required to service the Project) unless suitable arrangements are made in advance for reimbursement to Developer for costs beyond Developer's proportionate share, as determined in Developer's reasonable discretion.

7. Default.

7.1. If Developer, a Sub-developer, or a City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party. If a City believes that the Default has been committed by a Sub-developer, then that City shall also provide a courtesy copy of the Notice to Developer.

7.2. The Notice of Default shall:

7.2.1. Specify the claimed event of Default;

7.2.2. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

7.2.3. Identify why the Default is claimed to be material;

7.2.4. Propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

7.3. If the Parties are not able to resolve the Default, then the Parties have all rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

7.4. The Party prevailing in any action arising from an uncured default shall be awarded its reasonable legal expenses, including its reasonable attorney fees.

7.5. The Party allegedly in Default shall be afforded the right to attend a public meeting before the City's Council and address the City's Council regarding the claimed Default.

7.6. If any Default cannot be reasonably cured within sixty (60) days, then such cure period may be extended at the discretion of the Party asserting Default so long as the defaulting Party is pursuing a cure with reasonable diligence.

7.7. A default of any obligations assumed by an assignee or Sub-developer shall not be deemed a default of Developer.

7.8. All notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing either by certified mail, hand delivery, overnight courier service, or email to the following addresses:

To Developer:

BlackPine, LLC
c/o Daniel Stephens
221 21st Street, Ste. 213
Ogden, UT 84401
daniel@theblackpinegroup.com

With a copy to:

Dentons Durham Jones Pinegar
c/o Brent N. Bateman
3301 N Thanksgiving Way, Ste 400
Lehi, UT 84043
brent.bateman@dentons.com

To Blair Owner:

With a copy to:

To Marriott-Slaterville City:

Marriott-Slaterville City
City Recorder
1570 West 400 North
MSC, UT 84404

With a copy to:

Marriott-Slaterville City
Community Development Director
1570 West 400 North
MSC, UT 84404

To Farr West City:

With a copy to:

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7.9. Notwithstanding the termination of this Agreement for any reason, any applications, development entitlements, approvals, or improvements, on any portion of the Property in accordance with this Agreement and the Concept Plan (“**Development Activities**”) shall remain fully vested under this Agreement, and the fee owner of the parcels on which such Development Activities pertain shall be entitled to continue the Development Activities on its parcel in accordance herewith.

7.10. All prior development agreements and/or covenants, conditions, and restrictions related to the Property are rescinded. All prior agreements between the Parties for developer credit, compensation, reimbursement, payment, or funding that may exist for are deemed satisfied and the respective party is released from the same, including any reversionary agreements.

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8. Assignability.

8.1. The rights and responsibilities of Developer hereunder may be assigned in whole or in part, by Developer. Developer shall give the City Notice of any assignment within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party. Developer’s assignment of all or any part of the Developer’s rights and responsibilities hereunder to any entity not “related” to Developer (as defined by regulations of the Internal Revenue Service in Section 165), shall be subject to the City’s approval, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, any assignment of Developer’s rights hereunder to Blair Owner for any purpose will not require City approval in any form. Unless the City objects in writing within twenty (20) business days of Notice, the City shall be deemed to have approved of and consented to the assignment.

8.2. If any proposed assignment is for less than all of Developer’s rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such partial assignment, Developer shall be released from any future obligations as to those obligations that are assigned.

8.3. Any assignee of all or any part of Developer’s rights and responsibilities under this Agreement shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment. Any assignee is required to consult and participate in an pre-construction meeting requested by any of the Cities.

9. General Provisions.

9.1. This Agreement begins on the Effective Date and will run with the land.

9.2. This Agreement has been drafted by legal counsel for the Developer and the Cities, and no presumption or rule that ambiguities shall be against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

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9.3. Each Party hereto agrees to cooperate in good faith with the other, and to execute and deliver such further documents and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.

9.4. Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including approval of development Agreements and a rezone of the Property. If a referendum or challenge relates to the approval of this Agreement or the adoption of the New Zone, and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code § 20A-7-601, then Developer may deliver a Notice of rescission to the City to terminate this Agreement. Upon Developer's delivery of a Notice of Termination pursuant to this Section, this Agreement shall automatically terminate with respect to that City only, whereupon the Parties shall have no further rights or obligations hereunder. If the Developer elects not to seek termination of this Agreement, the Developer shall reimburse the City where the referendum exists for all election costs related to the same.

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9.5. The Parties intend that the administration, but not the approval, of this Agreement and any amendments, shall be processed through administrative land use applications to be decided by the land use authority, as those terms are defined in Utah law. Any development fee, impact fee, building fee, and/or other fees that are part of this Project shall be in the legally compliant amount of the higher of the two Cities.

9.6. This Agreement shall be recorded by any party in its entirety, at Developer's expense, in the Official Records of Weber County, Utah, and this Agreement shall run with the land.

9.7. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

9.8. This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other person shall have any right of action based upon any provision of this Agreement whether as third-party beneficiary or otherwise.

9.9. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original.

9.10. If either City elects to consider terminating this Agreement due to any uncured Default by Developer, then that City shall give to the Developer written notice of City's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by City's legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If City's legislative body determines that a Default has occurred and is continuing, and elects to terminate this Agreement, City shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be

terminated. City may thereafter pursue any and all remedies at law or equity. Termination of this Agreement in one City shall not render this Agreement ineffective in the other City.

9.11. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Cities or Developer for the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

9.12. If Cities' approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void. If any provision of this Agreement shall be held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction or as a result of any legislative action, such holding, or action shall be strictly construed.

9.13. Developer shall not be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to causes beyond the control and without the fault or negligence of the Party affected, including but not limited to, acts of God, acts of the United States Government or the State of Utah, fires, floods, strikes, materials shortages, embargoes, wars, terrorist acts or unusually adverse weather conditions. Upon the occurrence of any such cause, Developer shall notify Cities and shall promptly resume the keeping and performance of the affected obligations after such cause has come to an end.

9.14. Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature developed, formulated or prepared by or at the request of Developer in connection with the Project.

9.15. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties.

9.16. In the event either party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the party not prevailing in such dispute shall pay any and all reasonable and actual costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and attorneys' fees.

9.17. The development fee credit referenced in that certain Development Agreement between Blair Owner and MS, dated _____, may be used by Blair Owner, or by Developer if transferred to Developer by Blair Owner pursuant to separate instrument, for the benefit of the Property, which shall be applied to any development fees imposed by MS now or in the future that are incurred by Blair Owner, or Developer (if applicable), for the development of the Property.

[Signature Page Follows]

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

DEVELOPER:

BlackPine, LLC,
a Utah limited liability company

By: _____
Name: Daniel Stephens
Its: Manager

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On the ____ day of _____, 2024, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of BlackPine, LLC, a Utah limited liability company, and that the foregoing instrument was executed on behalf of said company.

NOTARY PUBLIC

BLAIR OWNER:

Frank S Blair Family LLC,
a Utah limited liability company

By: _____
Name:
Its:

BLAIR OWNER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On the ____ day of _____, 2024, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of Frank S Blair Family LLC, a Utah limited liability company, and that the foregoing instrument was executed on behalf of said company.

NOTARY PUBLIC

FW:

Approved as to form and legality:

FARR WEST CITY,
a Utah political subdivision

City Attorney

By: _____
Name: _____
Its: _____

Attest:

City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On the ____ day of _____, 2024, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of Farr West City, a political subdivision of the State of Utah, and that said instrument was signed on behalf of the City by authority of its City Council and said _____ acknowledged to me that the City executed the same.

NOTARY PUBLIC

MS:

Approved as to form and legality:

MARRIOTT-SLATERVILLE CITY,
a Utah political subdivision

City Attorney

By: _____
Name: _____
Its: _____

Attest:

City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On the ____ day of _____, 2024, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of Marriott-Slaterville City, a political subdivision of the State of Utah, and that said instrument was signed on behalf of the City by authority of its City Council and said _____ acknowledged to me that the City executed the same.

NOTARY PUBLIC

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
CONCEPT PLAN