

October 22, 2026

Eagle Vista FLUMA & Rezone
Public Hearing
October 22, 2026

Application No.:	26.019
Applicant:	Luke McColm
Owner:	BCP Development, Inc.
Project Location:	approximately 4428 W. Old Highway Road
Parcel Numbers:	00-0003-3728 (6.29 acres of 44.75 acres)
Serial Numbers:	03-005-034-03 (6.29 acres of 44.75 acres)
Date of Application:	June 22, 2026
Future Land Use Designation:	VLDR (Village Low Density Residential)
Current Zoning:	RR-1 (Rural Residential, 1 acre minimum)
Requested Future Land Use Designation:	Village Residential
Requested Zoning:	R1-8 (Single-family Residential, 8,000 sq. ft. lots)
Total Acreage:	6.29

(This item was on the August 13, 2026 Planning Commission meeting and was tabled to the September 24th meeting. The September 24th meeting was cancelled, and this item was placed on the subsequent Planning Commission meeting which was October 8th. On October 8th, the Planning Commission scheduled this item until the October 22nd meeting to allow the Planning Commission to review and make a recommendation to the County Commission regarding the Development Agreement associated with this FLUMA & Rezone. Please see Exhibit E for the *Eagle Vista Villas* July 21, 2026 draft Development Agreement (p.13-48) – the County and the applicant are working on a newer draft. The review and recommendation on the Development Agreement is an Administrative function.)

REQUEST

Request to change the future land use map from “Village Low Density Residential” (maximum of Two (2) units per acre) to “Village Residential” (maximum of 4 units per acre) and to change the zoning from RR-1 to R1-8.

ATTORNEY GUIDANCE

Legislative Review: Legislative Review: Legislative land use decisions involve the adoption, amendment, or repeal of ordinances, zoning maps, development standards, and other land use regulations. Under Utah Code § 17-79-501, these are policy decisions entrusted to the County Commission as the County's legislative body and involve the exercise of legislative judgment and discretion.

The Planning Commission's role is to review the proposal, receive public input, evaluate potential impacts, and make a recommendation to the County Commission. In doing so, the Planning Commission should consider whether the proposal is consistent with Morgan County Code, the General Plan, and applicable provisions of Utah law.

Applicable Law: Utah law grants counties broad authority to regulate land use through legislative action. Historically, legislative land use decisions were generally upheld if it was reasonably debatable that the regulation promoted the public welfare. However, recent amendments to Utah Code § 17-79-801 provide that a legislative land use regulation will be upheld if it is reasonably debatable that the regulation is consistent with LUDMA.

While there is currently limited case law interpreting this revised standard, recommendations and decisions are best supported by the purposes and policies identified in Utah Code § 17-79-102, Morgan County Code, and the General Plan. Doing so provides a stronger basis for legislative action and judicial review. Among other things, Utah Code § 17-79-102 identifies the following land use purposes:

- Protect the public health, safety, and welfare.
- Promote prosperity and economic stability.
- Protect the tax base and secure economy in governmental expenditures.
- Facilitate orderly growth and a variety of housing types.
- Protect property values.
- Foster agricultural and other industries.
- Protect both urban and nonurban development.
- Promote transportation, infrastructure, and public facilities.
- Balance surrounding land uses with private property rights and constitutional protections.

Findings: The record should clearly identify:

- The basis for the recommendation or decision.
- The applicable provisions of Morgan County Code, the General Plan, and Utah law supporting the recommendation or decision.
- The public purposes and policy considerations supporting the recommendation or decision, including any applicable purposes identified in Utah Code § 17-79-102.
- The facts, information, policy considerations, and evidence relied upon in reaching the recommendation or decision.

Examples of Supporting Reasons

"I find the proposal is [consistent/inconsistent] with the goals and policies of the General Plan."

"I find the proposal [appropriately balances/fails to appropriately balance] surrounding land use considerations with the property owner's private property interests and constitutional protections."

"I find the proposal [supports/does not support] the purposes identified in Utah Code § 17-79-102, including orderly growth, infrastructure planning, agricultural preservation, property rights, compatibility with surrounding land uses, public welfare, economic development, housing opportunities, or other applicable statutory purposes."

"I find the proposal is [consistent/inconsistent] with applicable provisions of Morgan County Code."

"I find the proposal [advances/conflicts with] adopted County policies, plans, or planning objectives."

Important Considerations

- Legislative decisions involve policy judgments and the exercise of discretion.
- Public comments may assist in identifying impacts, concerns, and policy considerations. Recommendations should be based on the merits of those considerations, rather than the volume of public support or opposition.
- Recommendations are best supported by identifying the applicable provisions of Morgan County Code, the General Plan, and the purposes identified in Utah Code § 17-79-102.
- A well-supported recommendation provides a stronger basis for County Commission action and judicial review.

STAFF OBSERVATION

The proposal is for a future land use map amendment from Village Low Density Residential to Village Residential, and a requested rezone from RR-1 to R1-8.

The Village Low Density Residential designation provides for a lifestyle with planned single family residential communities, which include open space, recreation and cultural opportunities, including schools, churches and neighborhood facilities located in established village areas (formerly area plan boundaries) or master planned communities. The residential density is a maximum of 2 units per acre.

The Village Residential category designation provides for a combination of single family attached and detached dwellings, townhomes, and duplexes. Substantial common open space for visual relief and recreation amenities would serve residents. This designation is currently found in the Mountain Green area with designated densities of up to 4 units per acre, and is appropriate for established village areas with infrastructure to support the uses.

Adjacent properties have the following future land use designations, zoning, and current land uses:

	Future Land Use	Zoning	Current Use
North	Across from Old	RR-1 & R1-20	Single-family

	Highway Rd – R1-20		dwelling
East	R1-20	R1-20	Vacant
South	Commercial	Town Center	Vacant
West	RR-1	RR-1	Fire Station

The application states that:

BCP Development Inc. (Flagship Homes) respectfully requests approval to rezone approximately 6.29 acres currently designated as Village Low Density Residential (VLDR) and zoned RR-1 to R1-8 Residential, with a corresponding future land use designation of Village Residential, as part of the larger Eagle Vista development in Mountain Green. The subject property consists of approximately 273,993 square feet (6.29 acres) and is identified in the attached legal description and exhibit.

The purpose of the proposed rezone and future land use amendment is to create a more cohesive and unified development pattern within the Eagle Vista community. As currently configured, the RR-1 zoning and VLDR future land use designation create an isolated area within the larger project that does not align with the proposed neighborhood layout, roadway network, utility infrastructure, or overall community design. Rezoning the property to R1-8 and amending the future land use designation to Village Residential will allow the site to be integrated into the overall development in a manner that is consistent with adjacent residential areas and the broader vision for Eagle Vista.

The proposed rezone and future land use amendment will enhance neighborhood connectivity, facilitate the efficient delivery of public infrastructure and services, and support coordinated planning of roads, utilities, drainage systems, landscaping, and open space throughout the community. The request does not introduce a new or incompatible land use; rather, it aligns the zoning and land use designation of the property with the surrounding residential development and the intended character of the project.

The requested amendment represents a logical and appropriate adjustment that will enable Eagle Vista to function as a cohesive, well-planned development while maintaining compatibility with surrounding land uses.

For these reasons, BCP Development Inc. respectfully requests approval of the proposed rezone from RR-1 to R1-8 Residential and the associated future land use amendment from Village Low Density Residential to Village Residential.

The proposed 6.29 acres proposed for a future land use map amendment and rezone amendment can be serviced by culinary water and sewer services.

The proposed development is a continuation of proposed residential development in the Town Center zone. Staff questions why this property was not included within the Town Center zoning.

Under Utah state law, residential development is generally favored in areas where municipal or public culinary water service is reasonably available, as connection to such systems supports orderly development and public health objectives.

ANALYSIS

General Plan and Zoning:

The application requests a change in the future land use from “Village Low Density Residential” to “Village Residential” and a rezone from RR-1 to R1-8.

The 2010 Morgan County General Plan identifies the following as three of the six visions for the County that may be applicable to the proposals (see pages 4 & 5 of the 2010 Morgan County General Plan):

1. *Morgan County attracts families with its quality of life, rural atmosphere, secure environment, and natural beauty. Residents have a wide range of employment, housing, and lifestyle choices. The County benefits from a balanced economy, livable wages, economic prosperity, and first-rate community services.*
2. *Morgan County respects property rights and recognizes personal responsibility to the land and communities.*
- ...
6. *Morgan County accommodates growth responsibly by integrating new development in a way that is respectful of the environment, supports County values, considers long-term sustainability, and uses available infrastructure. To help achieve this goal, the County strongly recommends that growth occur within or adjacent to corporate limits and villages or be located within master-planned communities.*

Another avenue to change the future land use is through updating the General Plan.

The following procedures from the Morgan County Code Section 155.022 and 155.023 effectively apply to a petition to change the future land use map and also apply to a petition to change the zoning map:

Section 155.022: *Amendments to Title and Zoning Map* indicates that:

The County Commission may amend this chapter, including the zoning map, but only in accordance with the following procedure.

(A) The County Commission may instruct staff to study and make recommendations for amendments to this chapter or the zoning map in response to changes in policy or conditions generally within the county. Staff shall forward a recommended amendment to the Planning Commission for their consideration. The Planning Commission shall review and make recommendation to the County Commission regarding the proposed amendment pursuant to § 155.023(D) of this code.

(B) The Planning Commission may instruct staff to study and make recommendations for amendments to this chapter in response to changes in policy or conditions generally within the county. Staff shall forward a recommended amendment to the Planning Commission for its consideration. The Planning Commission shall review and make recommendation to the County Commission regarding the proposed amendment pursuant to § 155.023(D) of this code.

(C) Any property owner may initiate an amendment to this chapter or the zoning map, as long as they are affected by the proposed amendment, by submitting a complete application to the Planning and Development Services Department in accordance with § 155.023(A) of this code.

(Prior Code, § 8-3-3) (Ord. 13-03, passed 4-16-2013)

Section 155.023: Procedures for *Amendments and Rezoning*s states:

(D) Planning Commission review and recommendation.

(1) Upon receiving a recommendation from staff regarding an amendment to this chapter or the zoning map, and after holding the required public hearing, the Planning Commission shall review the amendment and prepare its recommendation. The Planning Commission may recommend approval, approval with modifications or denial of the proposed amendment and shall submit its recommendation to the County Commission for review and decision.

(2) Changed or changing conditions make the proposed amendment reasonably necessary to carry out the purposes stated in this chapter.

(E) County Commission review. The County Commission shall schedule and hold a public hearing on the application as provided in § 155.031 of this code. Following the public hearing the County Commission may approve, approve with modifications or deny the proposed amendment. Prior to making a decision that goes contrary to the Planning Commission's recommendation, the County Commission may, but is not obligated to, remand the amendment to the Planning Commission with a request for another recommendation with additional or specific considerations. The Planning Commission shall review such request as specified in division (D) above.

(F) Approval standards. A decision to amend the text of this chapter or the zoning map is a matter committed to the legislative discretion of the County Commission and is not controlled by any one standard. However, in making an amendment, the County Commission and Planning Commission should consider the following factors:

(1) Whether the proposed amendment is consistent with goals, objectives and policies of the county's General Plan;

(2) Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;

(3) The extent to which the proposed amendment may adversely affect adjacent property; and

(4) The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies and wastewater and refuse collection.

(G) Reconsideration. Where an application for zoning amendment has been denied, the Planning Commission and the County Commission shall not review the same zoning amendment application within two years of a denial unless there is a substantial change of conditions since the earlier application. A new application, with applicable fee, shall be required and processed in accordance with the procedure outlined in this section.

(Prior Code, § 8-3-4) (Ord. 13-03, passed 4-16-2013; Ord. 18-07, passed 11-13-2018)

This meeting is in fulfillment of subsection (D) above.

Staff's Assessment of 155.023 (F) (4) Above:

Roadways: There are existing roadways that can serve the property if it is divided in the future. The developer will be required to extend roadways into the development to serve the lots.

Parks and Recreation Facilities: Our code does not require additional parks and recreation facilities for developments within hard zoned properties.

Police and Fire Protection: Police protection will be provided by the County Sheriff's office. Fire will be provided by Mountain Green Fire District.

Schools: Staff checked with the Morgan County School District regarding capacity; schools in the area have capacity. This includes Mountain Green Elementary School, Mountain Green Middle School, and Morgan High School.

Stormwater Drainage Systems: The future development will be required to provide storm drain facilities such that it will meet all natural and historic flows.

Water supplies: Cottonwood Mutual Water Company is in the area and has active water mains that could serve any future subdivisions.

Wastewater: Mountain Green Sewer Improvement District has active mains in the area that could be extended through any future subdivisions in the area and provide service for wastewater.

Refuse Collection: The County has a contract with Robinson for refuse collection. This company would most likely serve any future subdivisions in the area.

PUBLIC NOTICE, MEETINGS, COMMENTS

- ✓ Public Notice was submitted to the State of Utah Public Notice website on or before August 3, 2026; a minimum of 10 days prior to the scheduled meeting. (Morgan County Code § 155.032 (C)).
- ✓ A Public Notice was posted at the County on or before August 3, 2026.
- ✓ Notices to property owners within 1000' feet of the proposed use were mailed a Public Notice on or before August 3, 2026.
- ✓ A sign was posted on the site on or before August 3, 2026.

RECOMMENDED MOTIONS

Recommended Motion for a *Positive Recommendation* – “I move we forward a positive recommendation to the County Commission for the Eagle Vista future land use map amendment and rezone request, application number 26.019, changing 6.29 acres from future land use of Village Low Density Residential to Village Residential, and rezoning from RR-1 to R1-8 based on the findings listed in the staff report dated October 8, 2026.”

Recommended Motion for a *Negative Recommendation* – “I move we forward a negative recommendation to the County Commission for the Eagle Vista future land use map amendment, and rezone request, application number 26.019, changing 6.29 acres from Village Low Density Residential to Village Residential, and rezoning from RR-1 to R1-8 based on the findings listed in the staff report dated October 8, 2026.”

Supporting Information

Exhibit A: Vicinity Map

Exhibit B: County Future Land Use Map

Exhibit C: County Zoning Map

Exhibit D: Rezone Exhibit

Exhibit E: Development Agreement (July 21, 2026)

Staff Contact

Kent Page

801-845-4007

kpage@morgancountyutah.gov

Exhibit A: Vicinity Map



Exhibit B: County Future Land Use Map

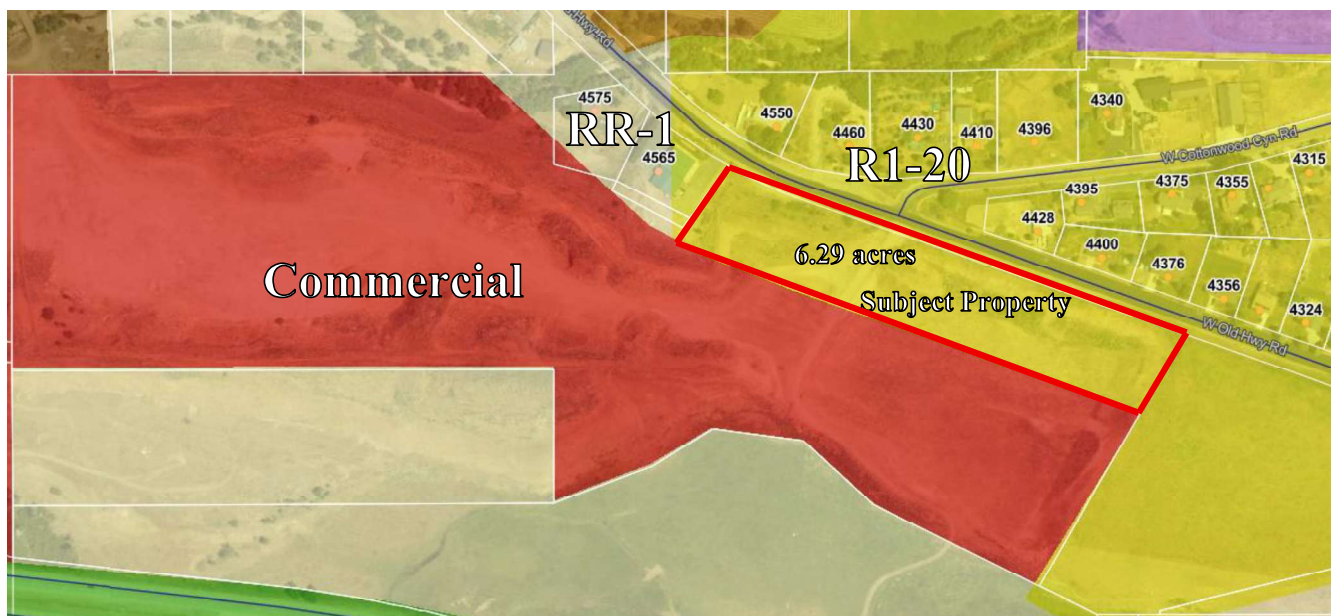
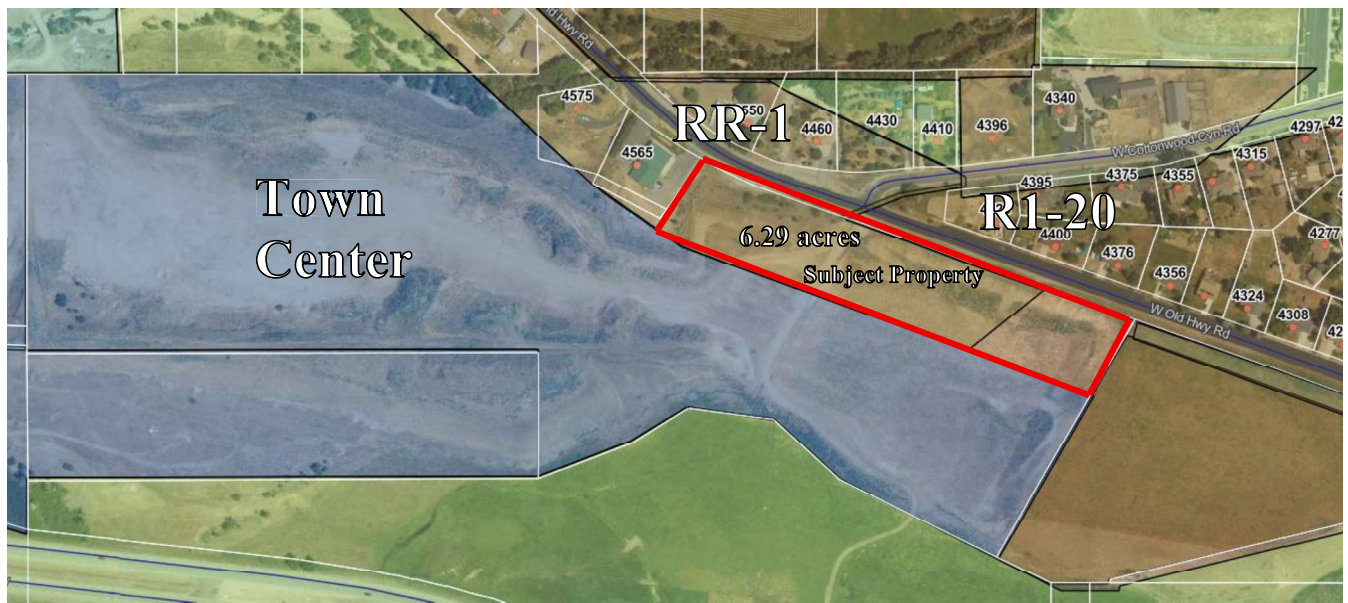


Exhibit C: County Zoning Map



[illegible]

Exhibit E: Eagle Vista Villas Development Agreement, Including All Exhibits

WHEN RECORDED RETURN TO:

BCP DEVELOPMENT, INC.

Attn: Peter Evans

300 S 1350 E St. 2nd Floor

Lehi, UT 84043

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

DEVELOPMENT AGREEMENT

EAGLE VISTA VILLAS

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

RECITALS

- A. Developer owns the Property as more fully described in **Exhibit A**. Developer represents that it is the sole legal and equitable owner of the Property.
- B. On April 21, 2026, the County Commission approved an amendment to Section 155.266 of the Morgan County Land Use Code ("**County Code**") and the Town Center Design Standards which will facilitate development of the Project.
- C. At the request of Morgan County Commission, and in accordance with §155.266 B(4) and §155.404–424 of the County Code, the Developer together with the owner of the adjacent Gardner Development Town Center property submitted a Joint Concept Plan ("**Conceptual Plan**") for the coordinated planning and development of their respective Town Center properties; and after appropriate public hearings, the County Commission approved the Conceptual Plan on _____, 2026, Resolution No. _____. The approved Conceptual Plan is attached hereto as **Exhibit B** and by this reference incorporated herein.
- D. The Developer also owns an adjacent parcel consisting of approximately 6.29 acres ("**Rezone Area**") that is currently zoned Rural Residential (RR-1) and is not presently located within the Town Center zoning district. At the request of the Morgan County Commission, the Developer agreed to include the adjacent parcel as part of the overall Project in order to provide a detached single-family residential transition between the Town Center development and surrounding development. To accomplish that objective, the Developer has applied to rezone the adjacent parcel from RR-1 to R1-

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

- E. The Parties acknowledge that approval of the Conceptual Plan, approval of the Rezone, and approval of this Agreement are intended to occur concurrently and constitute interrelated components of the overall approval of the Project. Approval of any one of these actions is expressly conditioned upon approval of the others.
- F. Upon approval, the County finds that the Project, including the approved Conceptual Plan, the Rezone, and this Agreement, is consistent with the Morgan County General Plan, the County Code, applicable Utah law, and the approvals granted concurrently herewith. The County further finds that the Project satisfies the requirements of § 155.266 of the County Code, including the findings necessary to approve the reduction in the commercial allocation.
- G. The County further finds that the Project provides substantial, measurable, and enforceable public benefits that support the reduction in the commercial allocation approved herein and materially exceed those that would otherwise be achieved through strict compliance with the Town Center Zone requirements. Such public benefits include, without limitation, dedication of land for a future fire station, dedication of public trail property, construction and enhancement of regional trail connections, construction of recreational amenities, provision of a broader mix of housing types, including detached single-family residences, and implementation of coordinated development patterns that promote connectivity, compatibility, and cohesive development within the Town Center area and surrounding properties.
- H. This Agreement is entered into pursuant to the County Land Use, Development, and Management Act, Utah Code Title 17, Chapter 79 (the “**Act**”).
- I. Developer and County have cooperated in the preparation of this Agreement.
- J. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to, the terms of §17-79-102(a) of the Act.
- K. The proposed development of the Property is designed to further the goals and objectives of the County, provide public benefits, and implement the long-range planning vision of the General Plan. The provisions of this Agreement are intended to promote public health, safety, and welfare and advance the policies of the County pursuant to County Code §155.530.
- L. Developer and County enter into this Agreement to define certain standards, clarify expectations, and establish enforceable commitments associated with the development of the Property and Project.

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

AGREEMENT

1. INCORPORATION OF RECITALS AND EXHIBITS

1.1 Incorporation.

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

1.2 Conceptual Plan

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

The Parties acknowledge that the Conceptual Plan also applies to other property subject to separate development agreements approved by the County. Each development agreement shall govern only the property to which it applies, and nothing in this Agreement shall impose upon the Developer responsibility for the obligations of any other property owner or make the Developer responsible for another property owner's default under a separate development agreement.

2. ZONING, PERMITTED USES, AND PLAT APPROVAL

2.1 Zoning and Permitted Uses.

The Property is currently zoned Town Center District (“TC”) and Rural Residential (“RR-1”). The Property is also subject to the Town Center Design Standards set forth in §§ 155.265 through 155—270 of the County Code. Following approval of the Rezone contemplated by this Agreement, the Property shall consist of (TC and R1-8 zoning districts as shown on the approved exhibits.

2.2 Preliminary and Final Plats.

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

2.3 Completion Assurances.

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

2.4 Building Permits.

Following recordation of a final plat(s), the Developer may sell lots and apply for building permits in accordance with state and local law. The County shall issue building permits only after compliance with applicable state law, this Agreement, approved plats, and all required public infrastructure requirements. The County shall not withhold, suspend, or deny any building permit unless (i) Developer is in material default under this Agreement, (ii) the County has provided written notice describing the default in reasonable detail, (iii) Developer has failed to timely cure such default following the applicable cure period, and (iv) the default materially and adversely affects the public health, safety, or welfare or the Developer's legal entitlement to the requested permit. Any withholding or suspension of permits shall be limited to the minimum extent reasonably necessary to address the specific default and shall not affect permits for any lot, phase, or portion of the Project that is not directly impacted by the default. Nothing in this Section shall authorize the County to delay or deny permits for reasons unrelated to the specific uncured default or otherwise inconsistent with applicable law.

3. REZONE OF PORTION OF THE PROPERTY

3.1 Rezone Authorization and Agreement.

In reliance upon the commitments and public benefits provided by Developer under this Agreement, and as a material inducement to Developer's entry into this Agreement, contemporaneously with approval of this Agreement, the County Commission shall consider the proposed Rezone of approximately Rezone Area of the Property from RR-1 to R1-8 as depicted on **Exhibit D**. The County expressly agrees that the Rezone is consistent with the General Plan, the County Code, the Conceptual Plan, and the Act, and that approval of the Rezone is necessary to allow development of the Project as contemplated by this Agreement.

3.2 Relationship to Agreement.

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

3.3 Effect of Rezone.

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

3.4 Consistency with Approved Development.

Upon adoption of the Rezone, the Rezone Area shall be governed by the development standards, permitted uses, density, and limitations set forth in this Agreement and the R1-8 zoning district, as modified or supplemented herein. In the event of a conflict between the generally applicable provisions of the R1-8 zoning district and the specific development standards established by this Agreement, the provisions of this Agreement shall control to the maximum extent permitted by applicable law.

3.5 Scope of Rezone.

The Rezone shall apply solely to the Rezone Area and shall not alter zoning applicable to other portions of the Property. The Rezone Area may not be reduced or modified without Developer's prior written consent and a formal amendment approved by the County Commission.

3.6 Vesting.

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

4. APPROVED USE, DENSITY, AND DEVELOPMENT STANDARDS

4.1 Property Subject to Agreement.

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

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

Developer shall be entitled to and is vested with the right to develop and construct up to two hundred sixty-seven (267) “dwelling units”. The minimum commercial development required within the Project shall be zero (0) square feet of commercial floor area as depicted on the approved Conceptual Plan. For purposes herein, the term “dwelling unit” shall mean any building or portion thereof lawfully used or intended for residential occupancy, including single-family residence, townhomes, condominiums and multi-family dwelling units. The approved residential density, housing mix, commercial development, open space, amenities, trails, and land dedications depicted on the approved Conceptual Plan are incorporated into this Agreement and constitute the approved development program for the Property. The County approves a commercial allocation for the Project that is less than the commercial allocation otherwise required by §155.266(C). The County further finds, based upon substantial evidence contained in the legislative record, that the approved reduction satisfies the requirements of §155.266(D), including the following finds:

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

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

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

4.3 Diversity of Housing Types.

As a material public benefit supporting the approved reduction in the commercial allocation, and as a housing type not otherwise required within the TC Zone, Developer shall provide within the Project a diversity of housing types and development patterns designed to serve a range of households, including first-time buyers, move-up buyers, and residents seeking to reduce home and yard maintenance. The Project is anticipated to include the following residential product types (collectively, the “**Residential Product Types**”):

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

the executive character of the product, while maintaining a unified design theme throughout the Project consistent with the applicable design standards of the County.

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

All Residential Product Types shall comply with the County's Mountain Architecture requirements and the design standards established by this Agreement. The residential land use mix, densities, lot configurations, dwelling sizes, and product types depicted in the approved Conceptual Plan are intended to establish the overall character of the Project and shall be implemented through subsequent subdivision approvals. Minor adjustments to lot sizes, dwelling sizes, and configurations may occur during the preliminary and final plat process, provided such adjustments remain substantially consistent with the approved Conceptual Plan and continue to provide the diversity of housing types contemplated by this Agreement

4.4 Community Landscaping, Signage, and Buffers.

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

4.5 Construction-Phase Commitments.

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

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

As a further material public benefit supporting the approved reduction in the commercial allocation, in addition to the trail improvements described in Section 6.1, Developer shall provide certain roadway, access, utility, water, and open space improvements and dedications that are designed and sized to serve not only the Project but also the broader TC area, thereby supporting the orderly, coordinated development of the TC area as a connected and cohesive district. Except as otherwise expressly provided in this Agreement, including the cost-recovery provisions applicable to oversized utility infrastructure set forth in subsection (c) below, the improvements described in Section 4.6 shall be designed and constructed by Developer at Developer's sole cost and expense.

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

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

(c) **Utility Infrastructure with Broader-Area Capacity.**

(i) Developer shall design and construct the culinary water, secondary (irrigation) water, and sanitary sewer facilities necessary to serve the Project in coordination with, and in accordance with the reasonable engineering standards and requirements of, the applicable culinary water, secondary water, and sewer providers and the County. The County shall reasonably cooperate with Developer and the applicable utility providers in facilitating the timely review, approval, permitting, acceptance, and dedication (where applicable) of such facilities.

(ii) Developer shall not be required to design or construct infrastructure with capacity in excess of that reasonably necessary to serve the Project unless (i) such oversizing, extension, looping, or additional capacity is specifically requested or required by the County or the applicable utility provider to accommodate future development outside the Project, and (ii) Developer is provided with a legally enforceable mechanism for reimbursement or recovery of the incremental costs attributable to such excess capacity.

(iii) To the extent any water, sewer, or related utility improvements are oversized, extended, accelerated, or otherwise constructed to provide capacity, service, or connection opportunities for properties other than the Project, Developer shall be entitled to full reimbursement of all incremental costs, including without limitation design, engineering, permitting, land acquisition, easement acquisition, construction, financing, carrying costs, administrative expenses, and reasonable attorneys' fees attributable to such additional capacity. Such reimbursement may be accomplished through one or more reimbursement agreements, recovery agreements, impact fee credits, impact fee reimbursements, latecomer agreements, system improvement agreements, development reimbursements, utility participation agreements, assessment districts, connection fee sharing arrangements, or any other legally available cost-recovery mechanism authorized under Utah law or the policies of the applicable utility provider.

(iv) The County agrees to cooperate in good faith with Developer in establishing and implementing such cost-recovery mechanism(s), including executing such agreements and taking such legislative or administrative actions as are reasonably necessary to preserve and effectuate Developer's reimbursement rights. The County shall not approve the use of excess capacity constructed and paid for by Developer to serve other property unless Developer's contractual reimbursement rights have been established or otherwise adequately protected.

(v) Nothing in this Agreement shall be construed to require Developer to permanently subsidize the cost of public infrastructure serving lands outside the Project. Developer's obligation to construct public improvements shall be limited to the infrastructure reasonably necessary to serve the Project, together with any oversized or extended facilities for which Developer receives, or is legally entitled to receive, full reimbursement of the incremental costs attributable thereto. The failure of the County or a utility provider to establish or implement an agreed cost-recovery mechanism shall relieve Developer of any obligation to construct such oversized or excess-capacity improvements until adequate reimbursement arrangements have been made.

(vi) Nothing herein shall obligate the applicable utility provider to extend service to property outside the Project except in accordance with its applicable rules, regulations, and service policies

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

(e) Shared Open Space and Regional Trail Connectivity. The open space, trail, and pedestrian improvements provided by Developer under this Agreement, including the Cottonwood Creek Trail and the trailhead, easements, and related improvements described in Section 6.1, are intended to be publicly accessible and to provide connectivity that benefits the broader Mountain

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

4.7 [Reserved].

4.8 Limitation on Off-Site Obligations.

Notwithstanding anything in this Article or Section 6.1 to the contrary, Developer's obligations with respect to the trail, roadway, access, utility, water, open space, and connectivity improvements and dedications described in this Agreement are limited to the design, construction, dedication, and conveyance of improvements, rights, and shares located within, or directly serving, the Project and located on or appurtenant to property owned or controlled by Developer. Developer shall have no obligation to construct, fund, secure, or guarantee any off-site trail segment, roadway, utility extension, or other improvement located on property not owned or controlled by Developer, or the completion of any improvement by any other developer or party. The foregoing limitation does not waive, and is without prejudice to, Developer's right to a reimbursement, payback, recovery, or impact-fee-credit arrangement for oversized utility infrastructure as provided in Section 4.6(c).

4.9 Short-Term Rental Prohibition.

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

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

4.10 Applicability of Town Center Development Standards

Except as expressly modified by this Agreement, development of the Property shall comply with the applicable development standards of the TC Zone, including § 155.267 of the County Code, to the extent such standards are not inconsistent with the approved commercial allocation, the approved Conceptual Plan, the Rezone, or the provisions of this Agreement.

5. PROJECT AMENITIES

5.1 Project Amenities.

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

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

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

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

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

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

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

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

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

(d) **Recreational Use Liability; Change in Law; County Indemnification.**

(i) Material Inducement; Condition Precedent. The Parties acknowledge and agree that the Developer would not agree to dedicate, construct, encumber, maintain, or permit public access to the trail system, including Cottonwood Creek Trail (defined below) (the “**Trail System**”) required by this Agreement, absent the liability protections afforded by Utah Code Ann. §§ 57-14-101 through 57-14-205 and § 57-14-401, as amended from time to time, together with any successor statutes or other laws providing substantially equivalent protections (collectively, the “**Protection Statutes**”). The continued availability and applicability of the Protection Statutes constitute a material inducement to this Agreement, a material assumption upon which this Agreement is based, and a continuing condition precedent to the Developer's and any applicable homeowners association's obligation to permit or maintain public access to the Trail System. Nothing contained in this Agreement shall be construed to require the Developer or any homeowners association or successor owner of the Trail System (collectively, the “**Trail Owner**”) to permit public access under circumstances that materially increase the liability exposure of the Trail Owner beyond that contemplated by the Protection Statutes.

(ii) Maximum Statutory Protection. The Parties expressly intend that all public use authorized under this Agreement shall qualify for the fullest liability protections available under the Protection Statutes. This Agreement shall be interpreted and administered so as to maximize the applicability of those protections, and no provision of this Agreement shall be interpreted as creating any duty of care, warranty, representation, special relationship, invitation, or assumption of liability inconsistent with the Protection Statutes.

(iii) Automatic Suspension. Upon the occurrence of a change in law to the Protection Statutes, the obligation to provide unrestricted public access shall automatically be suspended, without constituting a default under this Agreement, upon written notice from the Developer or Trail Owner to the County. During the suspension period, the Developer or Trail Owner may temporarily close the Trail System, restrict access, require permits or reservations, limit hours of operation, install gates or other access-control measures, or implement any other reasonable restrictions necessary to protect against increased liability exposure.

(iv) Renegotiation. Within thirty (30) days after notice of a change in law to the Protection Statutes, the Parties shall commence good-faith negotiations to amend this Agreement to restore, as nearly as practicable, the original allocation of risks and benefits contemplated by the Parties.

(v) County Defense and Indemnification. To the fullest extent permitted by law, the County shall defend, indemnify, and hold harmless the Developer, each Trail Owner, their affiliates, successors, assigns, members, managers, officers, directors,

employees, contractors, agents, and insurers from and against any and all claims, demands, causes of action, damages, liabilities, judgments, penalties, fines, losses, costs, and expenses, including reasonable attorneys' fees and expert witness fees, arising out of or relating to public recreational use of the Trail System required by this Agreement, except to the extent finally determined by a court of competent jurisdiction to have resulted solely from the gross negligence or willful misconduct of the indemnified party. The County's duty to defend shall arise immediately upon tender of any claim and shall be independent of its duty to indemnify.

(vi) Insurance Cost Reimbursement. If required public access results in increased insurance premiums, reduced insurance availability, increased deductibles, additional self-insured retention, or additional risk management costs, the County shall reimburse the Developer or applicable Trail Owner for such increased costs within thirty (30) days after receipt of reasonable documentation.

(vii) County Option to Assume Ownership or Operations. If a change in law to the Protection Statutes materially increases the liability associated with public use, the County may elect to accept ownership, operation, maintenance, and liability for all or any portion of the Trail System. Upon such transfer, the County shall assume all obligations associated with public access.

(viii) No Waiver of Statutory Immunity. Nothing contained in this Agreement shall constitute: (a) a waiver of any statutory immunity or defense; (b) an assumption of any duty beyond those imposed by applicable law; (c) an admission that the Trail System is safe or suitable for any particular use; or (d) a dedication creating duties inconsistent with the Protection Statutes.

(ix) Failure to Reach Agreement. If the Parties have not executed an amendment within one hundred twenty (120) days after the occurrence of a change in law to the Protection Statutes, the Developer or applicable Trail Owner may permanently discontinue public access to the extent reasonably necessary to eliminate the materially increased liability exposure, and such discontinuance shall not constitute a breach or default of this Agreement.

(x) Covenant Running with the Land. This Section shall run with the land and shall bind and benefit the County, the Developer, all successors and assigns, and each present and future owner or homeowners association owning or maintaining any portion of the Trail System.

5.2 Amenity Phasing and Completion Schedule.

Developer shall complete the Project Amenities in accordance with the following schedule.

(a) **Community Amenities.** The Community Clubhouse, Pickleball Court, Tot Lot/Playground, and Covered Pavilion with Picnic Tables shall be completed and available for use no later than six (6) months following the issuance of Certificates of Occupancy for fifty percent (50%) of the approved dwelling units within the Development.

(b) **Parks, Green Space, Landscaping, and Irrigation.** Parks, green space, landscaping, and irrigation improvements serving a phase of the Development shall be completed prior to final acceptance of public improvements for that phase, unless otherwise approved by the County.

(c) **Trail Connections.** Trail connections required by this Agreement, the approved Conceptual Plan, or applicable subdivision approvals shall be completed within each phase of the Development prior to final acceptance of public improvements for that phase, unless otherwise approved by the County.

(d) **Decorative Monument Signage.** Decorative monument signage at project entrances shall be installed prior to issuance of the first Certificate of Occupancy within the Development, unless otherwise approved by the County.

(e) **Final Completion.** All Project Amenities shall be fully completed no later than the issuance of Certificates of Occupancy for seventy-five percent (75%) of the approved dwelling units within the Development.

5.3 No Substitution Without Approval.

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

5.4 Aviation Easement.

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

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

6.1 Trail Open Space Dedication.

Developer shall design, construct, and make available for public use a paved pedestrian trail along the Cottonwood Creek corridor (the “**Cottonwood Creek Trail**”) as shown on the Conceptual Plan, and as depicted on **Exhibit F**, at Developer’s sole cost and expense, together with the related improvements described below. The Cottonwood Creek Trail shall be a six-foot (6’) wide asphalt trail constructed by Developer across property owned by Developer, at the location shown and depicted on **Exhibit F**, and shall include a trailhead access point off of Old Highway Road as shown in the Conceptual Plan, providing public pedestrian access, together with benches and shaded rest areas for the use and enjoyment of the public. The Cottonwood Creek Trail and related trail improvements shall be retained in private ownership and shall be open and accessible to the general public. In lieu of dedication of the underlying land to the County, Developer shall dedicate to the County, or grant for the benefit of the public, a public-access easement over Cottonwood Creek Trail, in a form reasonably and mutually acceptable to

the Parties and recordable against the Property, sufficient to provide for public access to and maintenance of the Cottonwood Creek Trail. The County acknowledges that the construction and public dedication of the Cottonwood Creek Trail and related improvements will result in significant planning and economic benefits consistent with Section 155.266(D)(3) of the County Code.

6.2 Maintenance of Cottonwood Creek Trail.

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

6.3 Fire Department Dedication.

Developer shall dedicate to the County, or its designated fire protection provider, a parcel of real property identified as Parcel "FD" on the Joint Concept Plan and as depicted on **Exhibit G** (the "**FD Parcel**"). The final dimensions and area of the FD Parcel shall be established by a record of survey and legal description prepared by a licensed surveyor and approved by the County prior to conveyance, consistent with the location and configuration depicted on the Conceptual Plan and **Exhibit G**. The FD Parcel shall be conveyed by special warranty deed, free and clear of all liens and encumbrances, subject to zoning laws, rules and regulations, all reservations, easements, covenants, conditions, restrictions, encumbrances, and other rights or interests of record. Conveyance shall occur upon recordation of the first final plat for Phase 1. The County acknowledges that dedication of the FD Parcel will result in significant planning and economic benefits to the County and its residents and are consistent with the eligible public benefits enumerated in Section 155.266(D)(3) of the Land Use Code.

6.4 Tax Benefits.

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

7. CC&RS AND OWNER ASSOCIATION(S)

7.1 Establishment.

At the time of final plat review and approval, Developer shall record one or more declarations of conditions, covenants and restrictions regarding certain aspects of design and construction on the Property as amended from time to time ("**CC&R's**"). As more fully set forth in the CC&Rs, Developer shall create and establish one or more owner association(s) ("**Owner Associations**"),

which shall be responsible for the implementation and enforcement of the CC&Rs, any building design standards, including but not limited to architectural reviews, open space, common areas, Cottonwood Creek Trail maintenance and private street maintenance. Recordation of the CC&Rs and creation of such Owner Associations shall be required at the time of final plat review and approval. County shall not be responsible for the implementation or enforcement of any such CC&Rs.

7.2 Amendment.

The CC&Rs may be amended by the processes specified in the CC&Rs without any requirement of approval of such amendments by County.

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

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

7.4 CC&Rs Consistent with Agreement.

The CC&Rs and all other governing documents of an Owners Association shall remain consistent with this Agreement. No amendment to the CC&R's and governing documents shall eliminate, materially reduce, or impair any obligation of the Owner Associations imposed by this Agreement without the prior written reasonable approval of the County staff.

8. VESTED RIGHTS AND LEGISLATIVE AUTHORITY

8.1 Vested Rights.

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

8.2 Reserved Legislative Powers.

Nothing in this Agreement shall be construed as limiting the County's legislative authority or police powers by the County in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Property and Project as provided herein. Notwithstanding the foregoing, any proposed change affecting the vested rights of the Property shall be of general application to all development activity in the County; and, unless the County declares an emergency, Developer shall be entitled to notice and an opportunity to be heard with

respect to the proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine. This Agreement is not intended to and does not bind the County Commissioners in the independent exercise of its legislative discretion with respect to such zoning regulations.

9. FURTHER APPROVALS

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

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

9.2 Timeliness.

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

10. PUBLIC IMPROVEMENTS, SUBDIVISION PHASING, AND WARRANTY

10.1 Construction of Public Improvements.

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

10.2 Inspection and Acceptance.

Following Developer's written request for inspection and certification that the improvements are substantially complete, as soon as reasonably practicable, but in no event more than thirty (30) days after completion of the public improvements, and at a time mutually agreed upon by the Parties, the County shall inspect the public improvements to determine whether the public improvements have been constructed in substantial compliance with the approved plans, specifications, this Agreement, and applicable County standards (the "**Inspection**"). As soon as reasonably practicable, but in no event more than thirty (30) days after the Inspection, the County shall provide to Developer: (a) a list of items failing to meet plans and specifications (the "**Correction List**"); or (b) written acknowledgment that the public improvements are accepted by the County. The County shall not unreasonably withhold, condition, or delay acceptance of public improvements that comply with this Agreement, the approved plans and specifications, and applicable County standards. County acceptance of public improvements shall not constitute a waiver of latent defects, defective workmanship, defective materials, fraud, or the Developer's warranty obligations under this Agreement.

10.3 Improvement Completion Assurance.

Prior to recordation of a final plat for any phase, Developer shall enter into an improvement completion agreement and post improvement completion assurance ("**Completion Assurance**")

in accordance with County Code § 155.420. The Completion Assurance shall equal one hundred ten percent (110%) of the County Engineer's estimated cost of the improvements to be installed, and shall otherwise be subject to the terms, reductions, and warranty obligations set forth in § 155.420 of the County Code.

Consistent with § 155.420(C) of the County Code, the County may accept any of the following three forms of financial Completion Assurance: (1) funds deposited directly with the County Treasurer; (2) a letter of credit; or (3) an escrow agreement and escrow account deposited with a County-approved third-party, federally insured financial institution. The letter of credit and escrow account options shall be subject to the conditions set forth in § 155.420(C) of the County Code. The form of Completion Assurance shall be approved by the County Attorney, the County Treasurer, and the County Engineer.

10.4 Roadways.

Private roads shall be designed and constructed per County standards and cross-sections as shown on **Exhibit D** attached hereto. The County is not responsible for maintenance of private roads. All private roads within the Project shall remain privately owned and shall be operated, maintained, repaired, and replaced by one or more Owner Associations at no cost or expense to the County.

10.5 Utilities.

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

10.6 Subdivision Phasing.

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

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

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

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

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

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

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

10.7 Improvement Warranty for Subdivisions — Utah State Code Compliance.

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

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

(b) **Defect Notification and Cure.** If the County identifies any material defect during the Warranty Period, the County shall provide written notice to Developer specifying the nature and location of the defect. Developer shall commence cure within thirty (30) days of receipt of such notice and shall diligently complete all necessary repairs. If Developer fails to commence or complete the required cure within the time specified, the County may draw upon the warranty security to perform or cause the repairs to be performed.

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

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

11. TERM AND MISCELLANEOUS PROVISIONS

11.1 Term.

This Agreement shall remain in effect for fifteen (15) years from the Effective Date unless terminated or amended in writing. The term may be extended by mutual written agreement of the Parties, subject to approval by the Morgan County Commission.

11.2 County Fees.

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

11.3 Construction Standards.

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

11.4 Dedication of Public Infrastructure.

Following the recording of respective final plat(s), and except to the extent otherwise expressly set forth in this Agreement, Developer agrees to dedicate and convey to the County by special warranty deed or by plat dedication, at no cost to the County and free and clear of liens and encumbrances, except those existing on the Property on the date of acquisition by Developer and those agreed to by the Parties (excluding any monetary liens or encumbrances), any areas designated in the final plats to be used as roadways, storm water detention basins, parks open to the general public, and amenities open to the general public, in order to assure use of the land consistent with the policies, goals, and objectives of the General Plan. All such parcels will be conveyed at the time of recordation of respective final plat(s). Upon dedication, the County agrees to operate, maintain, repair, and replace, as provided by law, all public roadways and dedicated parks and trails subject to any existing warranties. However, the County will not be required to maintain or remove snow from any private roadways, parks, and trails located on the Property.

11.5 Final Plat Amendments.

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

12. ASSIGNMENT

12.1 Binding on Successors and Assigns.

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

12.2 Assignment by Developer.

Developer may assign this Agreement only with prior written County consent, which consent shall not be unreasonably withheld, conditioned, or delayed. An assignee must demonstrate

capability to perform the obligations assumed. Developer shall remain liable under this Agreement unless expressly released in writing by the County.

12.3 Non-Assignment.

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

12.4 Obligations of Assignee.

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

13. GENERAL TERMS

13.1 Agreement to Run with the Land.

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

13.2 Severability.

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

13.3 No Third-Party Beneficiary.

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

13.4 Choice of Law and Venue.

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

13.5 Entire Agreement.

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

13.6 Notice.

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

Developer:

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

County:

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

Copy to:

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

13.6.1 Effective Notice.

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

13.6.2 Change of Notice Address.

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

13.7 Default and Dispute Resolution.

If any Party fails to materially perform their respective obligations hereunder, the non-defaulting Party shall provide written notice to the defaulting Party specifying: (i) the claimed event of default; (ii) the provisions claimed to be in default; (iii) why the default is claimed to be material; and (iv) a proposed cure period of no less than thirty (30) calendar days. The County may withhold permits, certificates of occupancy, inspections, final plat approvals, future phase approvals, and other development approvals during the existence of an uncured default.

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

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

Parties regarding the dispute and promptly attempt to mediate the issue between the Parties. If the Parties are unable to reach agreement on the notice of default, the mediator shall notify the Parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the Parties.

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

13.8 Force Majeure.

Any prevention, delay, or stoppage of the performance of any obligation under this Agreement due to strikes, labor disputes, inability to obtain labor or materials, acts of nature, inclement weather, governmental restrictions, judicial orders, wars, civil commotion, fires, or other causes beyond the reasonable control of the Party obligated to perform shall excuse performance of the obligation for a period equal to the duration of that prevention, delay, or stoppage.

13.9 Attorney's Fees.

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

13.10 No Waiver.

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

13.11 Amendment.

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

13.12 Mutual Drafting.

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

13.13 Further Actions and Instruments.

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

[Signatures appear on the following page]

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

DEVELOPER: BCP Development, Inc.

By: _____

Name: Peter Evans

Title: Manager

STATE OF UTAH)

:ss

COUNTY OF _____)

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

Notary Public

Residing at: _____

My Commission Expires: _____

COUNTY: Morgan County

By: _____

Name: _____

Title: _____

STATE OF UTAH)

:ss

COUNTY OF _____)

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

Notary Public

Residing at: _____

My Commission Expires: _____

EXHIBIT A

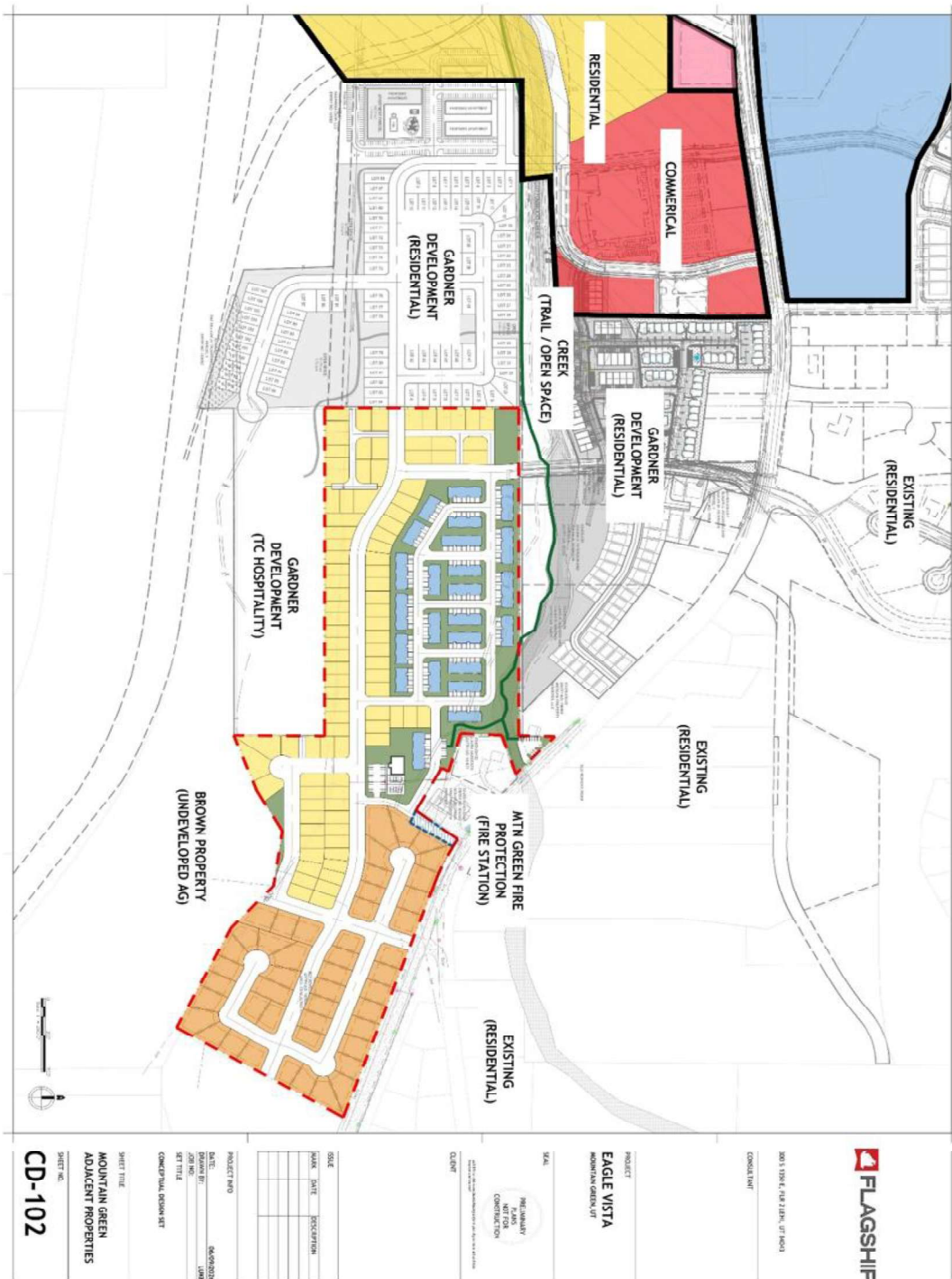
Legal Description of the Property

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

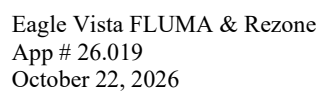
Beginning at a point N89°38'55"E 1331.96 feet along the Quarter Section line from the West Quarter Corner of Section 25, Township 5 North, Range 1 East, Salt Lake Base and Meridian; running thence along said quarter Section Line N 89°38'55" E 1,320.26 feet; thence along the northerly line of Cottonwood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

Containing 43.15 acres, more or less.

Conceptual Plan



Public and Private Road Cross-Section Standards



[illegible]





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

April 7, 2026
24-0378
LA

RR-1 ZONE - LEGAL DESCRIPTION

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

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

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

Exhibit E (Reserved)
Old Highway Road Right-of-Way Dedication

Exhibit F

Cottonwood Creek Trail Alignment and Trailhead

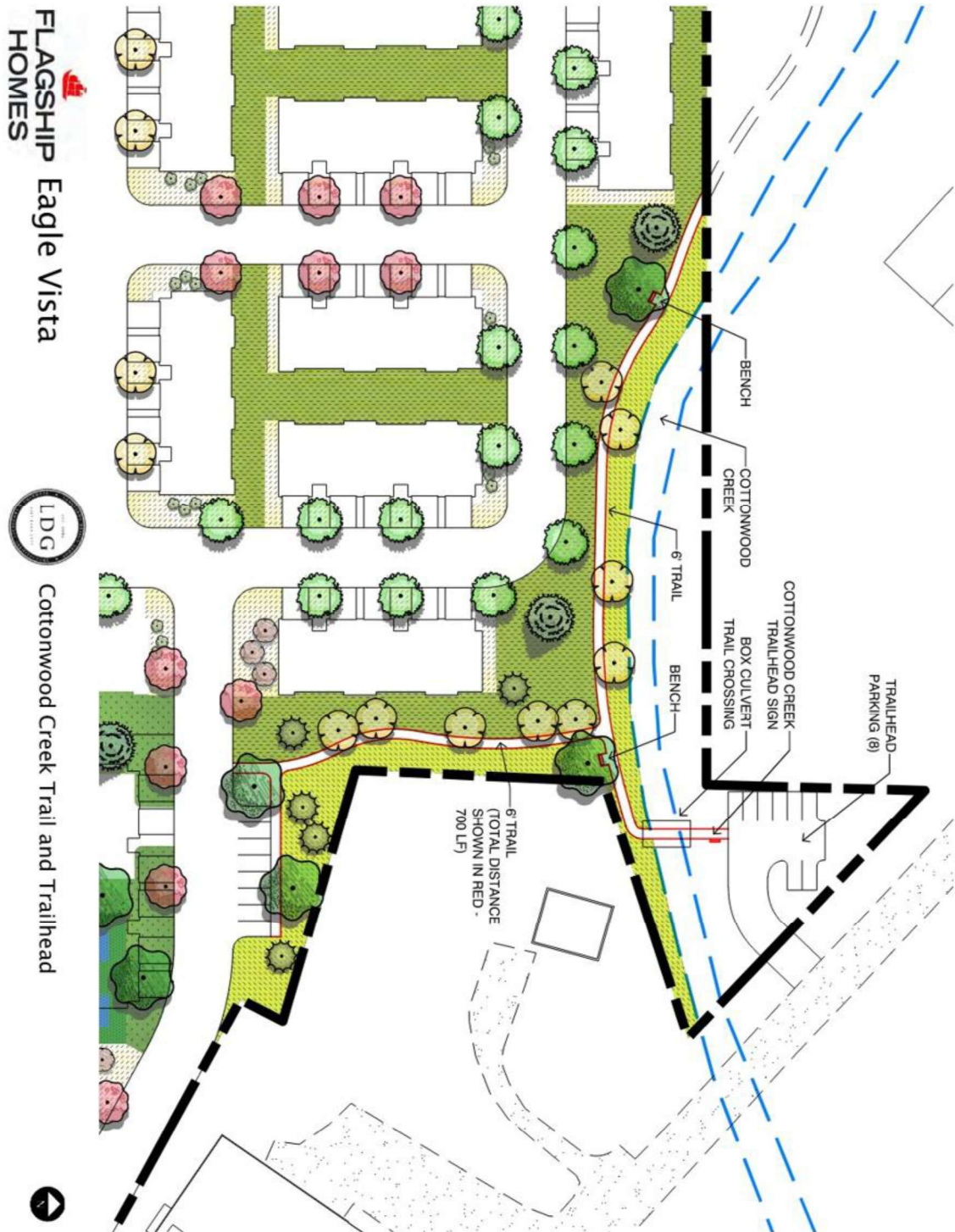


EXHIBIT G
Fire Department Parcel ("FD Parcel")

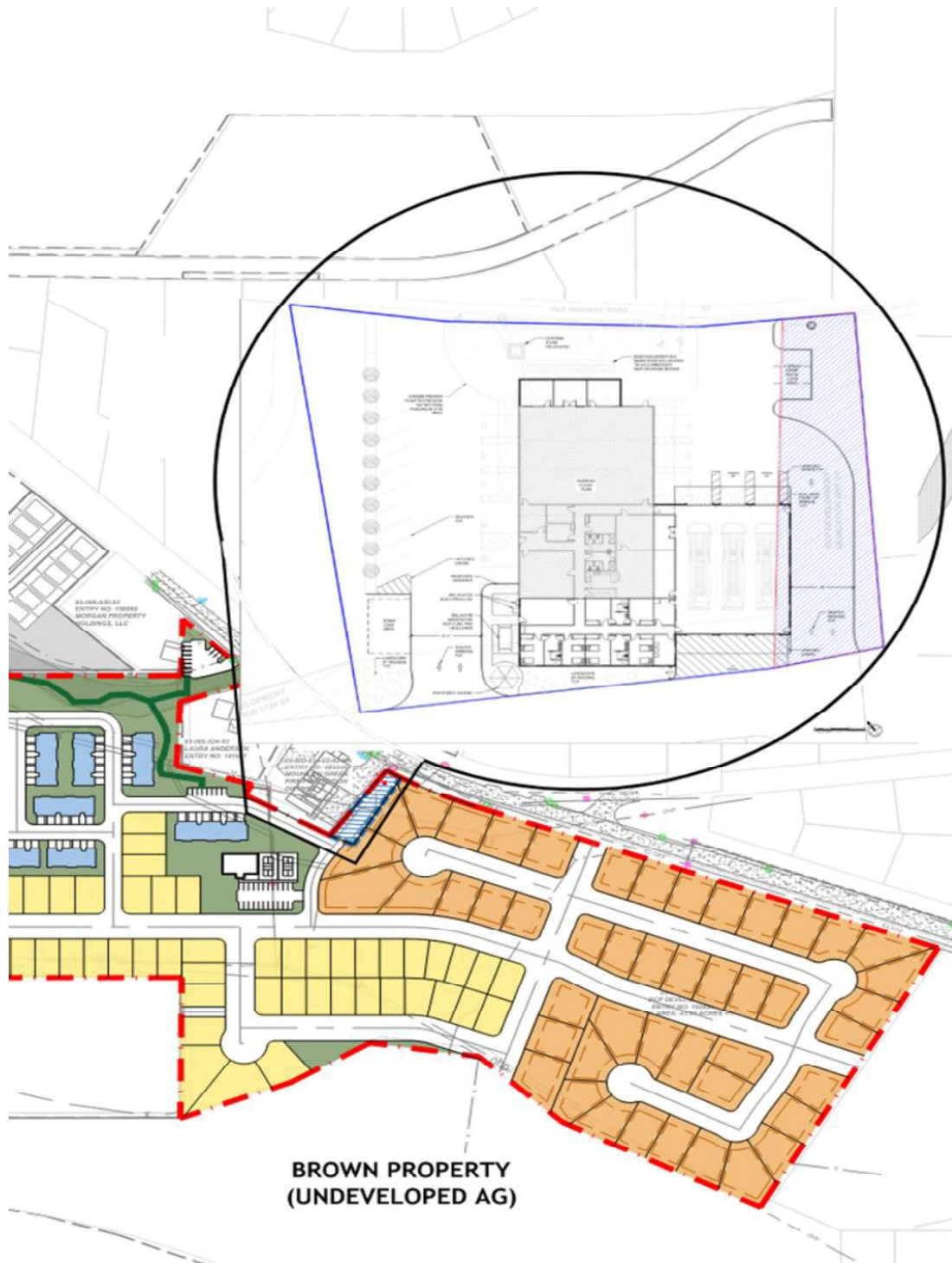


Exhibit H: Development Program and Housing-Type Plan

(looking for this information)

Exhibit I: Amenities, Open-Space, and Trail Plan

FLAGSHIP HOMES Eagle Vista



Cottonwood Creek Trail and Trailhead

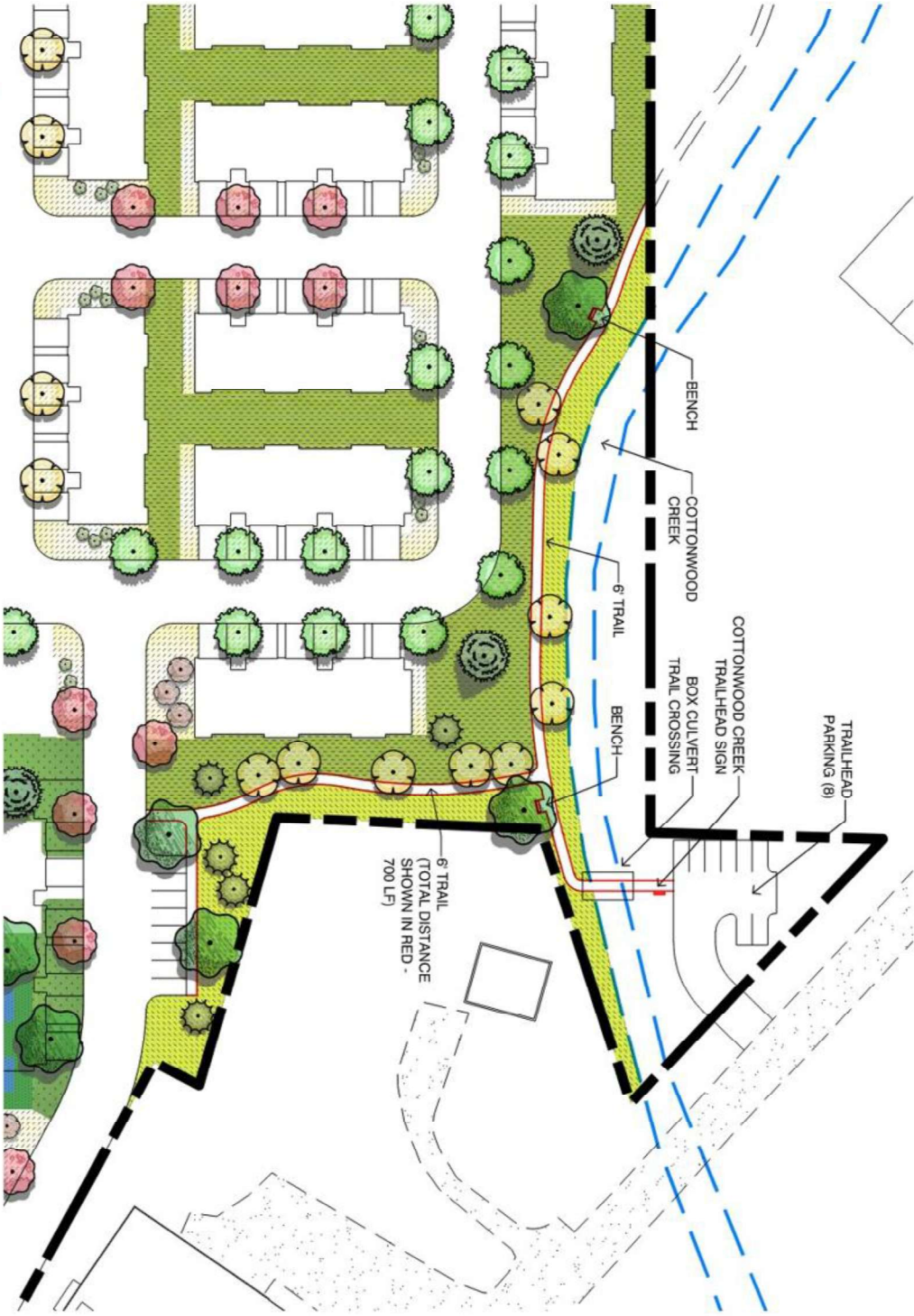


Exhibit J: Cottonwood Creek Trail and Public-Access Plan

(Same as Exhibit on page 55?)

Exhibit K: Fire-Station Parcel Exhibit

(Same as Exhibit on page 56?)

Exhibit L: April 21, 2026 Amendments to Morgan County Code § 155.266 and the Town Center Design Standards

(Looking for this information)

Exhibit M: March 21, 2023 M&D Nelson Rezone Approval and Related Zoning Exhibit

(Looking for this information)

Exhibit N: Planning Commission Staff Report, Recommendation, and Meeting Minutes

(Looking for this information)

Exhibit O: Public Comments and Applicant Responses, if any

(Looking for this information)

Exhibit P: Agency and Technical Review Comments, if applicable

(Looking for this information)

Exhibit Q: Proposed Ordinance Approving the Joint Conceptual Development Plan

(Looking for this information)

(Looking for this information)

Exhibit R: Proposed Ordinance Rezoning Approximately 6.29 Acres from RR-1 to R1-8

(Looking for this information)

Exhibit S: Proposed Ordinance Approving the Eagle Vista Villas Development Agreement and Requested Commercial-Allocation Reduction

(Looking for this information)