

FILE
SOUTH WEBER CITY

**SOUTH WEBER
CITY**



COMMERCIAL

DEVELOPMENT

SOUTH WEBER DRIVE

September 2003

WHEN RECORDED RETURN TO:

South Weber City Recorder
1600 East South Weber Drive
South Weber, Utah 84405

DEVELOPMENT AGREEMENT

STAKER & PARSON COMPANIES

SOUTH WEBER, DAVIS COUNTY, UTAH

THIS DEVELOPMENT AGREEMENT is entered into as of this 11 day of December, 2003, by and among **Staker & Parson Companies** ("Developer") and **South Weber City**, a municipal corporation of the State of Utah, by and through its City Council and Mayor (the "City").

Article 1

DEFINITIONS

- 1.1 **City** means South Weber City, a municipal corporation of the State of Utah, by and through its City Council.
- 1.2 **City Manager** means the South Weber City Manager.
- 1.3 **Code** means all of the land use regulations of South Weber City, including zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and regulations existing and in force for the City as of the date of this Development Agreement, and as may be amended from time to time.
- 1.4 **Commercial Property** means that portion of the Property zoned and intended for commercial development, as shown on Exhibit C.
- 1.5 **Commercial Property Phasing Plan** means the plan for phasing of the development of the Commercial Property as described in Exhibit D.
- 1.6 **Comprehensive Plan** means the South Weber City Comprehensive Plan.
- 1.7 **Concurrency** means the criteria for growth management standards under the Code and this Development Agreement as a way to ensure that adequate infrastructure and public facilities are available to service the Project, as more specifically provided herein.

- 1.8 **Design Guidelines** means the design guidelines for the Commercial Property as described in Exhibit J.
- 1.9 **Developer** means the Staker & Parson Companies and their assignees or transferees.
- 1.10 **Development Agreement** means this Development Agreement.
- 1.11 **Development Application** means an application to the City for development, including a building permit or any other permit, certificate or other authorization from the City required for development of the Property.
- 1.12 **Gravel Pit Dust Control Plan** means the approved plan to control and mitigate dust from the Gravel Pit Property, including all dust control structures, watering plans, seeding plans, and testing programs, as described in Exhibit H.
- 1.13 **Gravel Pit Final Reclamation and Use Preliminary Site Plan** means the site plan to be developed as provided in this Agreement showing the use and configuration of the reclaimed gravel pits after the end of gravel pit operations.
- 1.14 **Gravel Pit Interim Reclamation Plan** means the interim reclamation requirements for the Gravel Pit Property, as described in Exhibit F.
- 1.15 **Gravel Pit Landscape and Maintenance Plan** means the landscape and maintenance plan for the Gravel Pit portion of the Property, a copy of which is included at Exhibit G.
- 1.16 **Gravel Pit Phasing/Amortization Plan** means the phasing and amortization plan for the Gravel Pit portion of the Property, a copy of which is included at Exhibit E.
- 1.17 **Gravel Pit Property** means that portion of the Property designated for mineral extraction and excavation, as shown in Exhibit B.
- 1.18 **Infrastructure** means the improvements necessary in order to service the Project as further defined herein.
- 1.19 **Intended Uses** means the approved uses of all or portions of the Property for public facilities, businesses, commercial areas, services, gravel pit operations and other appropriate uses.
- 1.20 **Mayor** means the South Weber City Mayor.

1.21 **Planning Commission** means the South Weber City Planning Commission.

1.22 **Property** means approximately 235 acres of land and appurtenant real property rights located in South Weber City, Davis County, Utah, the legal description and general configuration of which land is shown at Exhibit A.

1.23 **Property Exchange "Metes and Bounds" Descriptions** means the legal descriptions of the exchange parcels and Option Property as described and shown in Exhibit I.

1.24 **Public Facilities** means the arterial and access roads and the other public infrastructure or public service facilities serving the Property.

1.25 **Staker & Parson Master Plan** means the master plan, a copy of which is included at Exhibit B, which reflects the location and configuration of gravel pit operations and development within the Gravel Pit Property, and the location and configuration of any Public Facilities.

Article 2 RECITALS

2.1 The recitals in the remainder of this Article 2, together with the findings set forth in Article 3, are incorporated as an integral part of this Development Agreement and are a part of the consideration for each party's entry into this Development Agreement.

2.2 Developer is the record owner of the Property or has contractual rights to acquire any such portions thereof as are not owned of record by Developer.

2.3 Developer has proposed the development on the Property of a gravel pit operation which shall be constructed within certain predetermined development locations as designated herein and future commercial development. This Development Agreement serves to implement the Staker & Parson Master Plan and provide for the future development of the Commercial Property in accordance with the provisions of the Comprehensive Plan and the Code.

2.4 Prior to or contemporaneously with the approval of this Development Agreement, the City has adopted an amendment to the Comprehensive Plan, the Code, and the Zoning Map designating those appropriate portions of the Property as either Commercial or Natural Resources, and setting forth therein such land use classifications, commercial uses, and development locations as are permitted under this Development Agreement.

2.5 The City has encouraged Developer to employ innovative land planning concepts within the Property in order to preserve sensitive lands, create significant landscape buffers and dust mitigation to the existing and future gravel pit operations, and create an aesthetically pleasing entry-way corridor into the City in furtherance of the goals of the Comprehensive Plan.

2.6 Developer has proposed specific plans with respect to the Property. The Staker & Parson Master Plan has been specifically planned in response to direction from the City Manager, City Council, Mayor, and the Planning Commission.

2.7 The City therefore desires to establish the Staker & Parson Master Plan and provide for the future development of the Commercial Property under the provisions of the Comprehensive Plan and the Code for the purpose of implementing development standards and processes that are consistent therewith.

2.8 This Development Agreement, which implements the Staker & Parson Master Plan, provides detailed data regarding, the gravel pit operations, dust control, landscape buffers, reclamation and other relevant data. The City and the Developer agree that each shall comply with the standards and procedures contemplated by this Development Agreement and its accompanying Exhibits, the Code, and the Comprehensive Plan with respect to the required development approvals.

2.9 Developer and the City desire to clarify certain standards and procedures that will be applied to certain administrative approvals contemplated in connection with the development of the Staker & Parson Master Plan, future development of the Commercial Property and the construction of improvements of benefit to the Property, to establish certain standards for the phased development and construction of the Gravel Pit Property and to address requirements for certain public amenities.

2.10 The City also desires to receive certain public benefits and amenities, as well as certain rights to Developer's property intended to be developed as commercial property, and Developer is willing to provide these public benefits, amenities, and rights in consideration of the agreement of the City for the expansion of certain gravel pit operations, and future development of the Commercial Property, pursuant to the terms of this Development Agreement.

2.11 Developer and the City mutually desire to resolve any claims or disputes with respect to historical gravel pit operations, nonconforming uses or vested development rights by any developer for the Property, while acknowledging that all claims with regard to historical activities and nonconforming uses would be subject to the Staker & Parson Master Plan to the extent that Staker & Parson is permitted to undertake its activities as outlined in the Staker & Parson Master Plan.

2.12 The City, acting pursuant to its authority under Utah Code Ann. § 10-9-101, et seq., the Code and the Comprehensive Plan, has made certain determinations with respect to the Property, and, in the exercise of its legislative discretion, has elected to approve this Development Agreement after all necessary public hearings.

Article 3 FINDINGS

The City Council, acting in its legislative capacity, has made the determinations with respect to the Staker & Parson Master Plan set forth in this Article 3, including all findings of fact and conclusions of law as are necessary.

3.1 Following a lawfully advertised public hearing, the Staker & Parson Master Plan received a recommendation for approval through a Development Agreement by action of the Planning Commission taken on September 11, 2003. The City Council held a lawfully advertised public hearing on September 23, 2003, and during a lawfully advertised public meeting on September 23, 2003, approved the Staker & Parson Master Plan under the process and procedures set forth in the Code and Comprehensive Plan. The terms and conditions of approval are incorporated fully into this Development Agreement. In making such approval, the City Council made such findings of fact and conclusions of law as are required as a condition to the approvals, as reflected in the staff recommendation adopted with any modifications, as reflected in the minutes of the above-referenced public meetings, and as reflected by the other enumerated findings herein.

3.2 The Staker & Parson Master Plan provides substantial, tangible benefits to the general public of South Weber City. The provision of those benefits and amenities has been taken into consideration by South Weber City in designating certain areas for commercial uses and approving expansion of certain gravel pit operations on the Property.

3.3 The Staker & Parson Master Plan, as reflected in and conditioned by the terms and conditions of this Development Agreement, is in conformity and compliance with the Comprehensive Plan, any existing capital improvements programs, the provisions of the Code (including concurrency and infrastructure requirements), and all other development requirements of the City.

3.4 This Development Agreement contains certain outstanding features which advance the policies, goals and objectives of the Comprehensive Plan beyond mere conformity, including, but not limited to, the following: (i) agreements with respect to future development of the Commercial Property; (ii) the creation of landscape buffers and dust mitigation; (iii) the clustering and appropriate location of future commercial uses; and (iv) the creation of an aesthetically pleasing entry-way corridor into the City.

3.5 Developer has committed to comply with all appropriate existing Concurrency and Infrastructure requirements of the Code, and all appropriate criteria and standards described in this Development Agreement, including all applicable impact fees of the City and its Special Districts.

3.6 There exist adequate provisions for mitigation of all fiscal and service impacts on the general public.

3.7 It is not anticipated that there will be any construction management impacts that are unacceptable to the City.

3.8 The Staker & Parson Master Plan and provisions for the future development of the Commercial Property meets or exceeds development quality and aesthetic objectives of the Comprehensive Plan and the Code, are consistent with the goal of orderly growth in the City, and minimize construction impacts on public infrastructure within the City.

3.9 The proposed development reasonably assures life and property within the City is protected from any adverse impact of its development.

3.10 Developer shall take appropriate measures as identified in the Staker & Parson Master Plan and the Code designed to prevent harm to neighboring properties and lands from development, including nuisances.

3.11 This Development Agreement implements the Staker & Parson Master Plan and provides for the future development of the Commercial Property.

3.12 Resolution of Historical Nonconforming Use and Vested Rights Claims. The City Council acting pursuant to its authority under Utah Code Ann. § 10-9-101, *et. seq.*, as well as its regulations and guidelines, in the exercise of its legislative discretion, has determined that the Staker & Parson Master Plan resolves all historical nonconforming use or vested rights claims associated with the use of the Property and the Staker & Parson Master Plan. Where there is a direct conflict between an express provision of this Development Agreement and the Code or Comprehensive Plan or other land use laws, this Development Agreement shall take precedence; otherwise, the Code, Comprehensive Plan, or other land use laws shall control.

Article 4 THE PROJECT

4.1 Description of the Project. The Property covered by this Development Agreement consists of approximately 235 acres of land located off of SR 89 in South Weber City,

located in North Davis County as shown on Exhibit A. Developer intends to expand certain gravel pit operations, as generally shown on the Staker & Parson Master Plan, Exhibit B herein, and provide for the future development of the Commercial Property, all as further described in this Development Agreement.

4.2 Legal Description of Property. The legal description of the Property included within both the Staker & Parson Master Plan and the Commercial Property is set forth in Exhibit A herein. No property may be added to the legal description of the Staker & Parson Master Plan for purposes of this Development Agreement, except by written amendment. Unless expressly set forth in this Agreement, this Development Agreement shall not affect any land other than the Property.

4.3 Approval of Use, Intensity and Configuration of Staker & Parson Master Plan. This Development Agreement shall approve the use, intensity and configuration of the Staker & Parson Master Plan subject to compliance with all of the terms, conditions and requirements of this Development Agreement as reflected in Exhibits A through J, which are incorporated herein by this reference and shall be binding upon all parties hereto.

4.4 Gravel Pit Phasing/Amortization. The expansion of gravel pit operations shall basically occur in three phases as shown on Exhibit E, subject to compliance with the Specific Design Guidelines and Conditions identified in Section 4.5 and the other terms and conditions of this Development Agreement. Excavation shall be allowed under this Development Agreement to the specific elevation levels depicted on Exhibit F. The parties anticipate phasing and amortization of the expansion of the gravel pit operations in approximately the time frames set forth herein. Based on the expansion of the gravel pit operations, as shown on Exhibit E, and subject to the other terms and conditions of this Development Agreement, it is anticipated that there will be a maximum of 13,200,000 tons of concrete aggregates, 4,400,000 tons of sand, and 6,600,000 tons of fill, as stated in Exhibit F, which can be removed from the Property. It is anticipated that at the current rate of extraction of the commercially usable gravel at the rate of 600,000 tons of concrete aggregates, 200,000 tons of sand and 300,000 tons of fill per year, the usable gravel, sand and fill will be depleted in approximately 22 years. Prior to such time as the usable gravel in the Property has been depleted, Developer and City will work together in good faith to determine what would be an appropriate use for the Gravel Pit Property after the end of gravel pit operations. Such efforts shall include, but not be limited to, preparation and approval of the gravel pit final reclamation plan and final site plan for the use of the Gravel Pit Property as required under the provisions of §4.5.4.5. Nevertheless, and regardless of the status of removal of material from the Gravel Pit Property, if at the end of 22 years from the date of this Agreement additional material remains that has not been removed to the specific elevation levels depicted on Exhibit F and Staker & Parson desires to remove further material from the Gravel Pit Property under the terms and conditions of this Development Agreement, Staker & Parson may request an extension for such gravel pit operations in

compliance with the terms and conditions of this Development Agreement which request for extension must be submitted to the South Weber City Council for their consideration; and their decision for approval or non approval shall be supported by substantial evidence based on the terms and conditions of this Development Agreement.

4.4.1 Old South Weber Drive shall be excavated in Phase I, which shall occur during a 3 to 5 year period as measured from the execution of this Agreement.

4.4.2 The west end of the South Gravel Pit shall be excavated in Phase II, which shall occur during a 5 to 8 year period following the completion of Phase I.

4.4.3 The east end of the South Gravel Pit shall be excavated in Phase III, which shall occur during a 5 to 8 year period following the completion of Phase II.

4.4.4 Following Phase I, Developer shall begin reclamation of the North Gravel Pit consistent with Exhibit F.

4.4.5 Following Phase III, Developer shall reclaim the North and South Gravel Pits consistent with Exhibit F. Prior to the completion of Phase III, the City shall have the right to assess the status of reclamation efforts, final use of the Gravel Pit Property, identity and financial strength of Developer, together with all other relevant criteria. As provided in Sections 4.5.4.4 and 4.5.4.5, infra, prior to approval of any development or release of the reclamation bond for the Gravel Pit Property, the City shall be entitled to review and consider Developer's performance hereunder and assure all reclamation plans have been completed and to insure that the reclamation process and final reclamation plans are consistent with and conform to the anticipated final use of the Gravel Pit Property.

4.5 Specific Design Guidelines and Conditions: The development of the Staker & Parson Master Plan must be consistent with those specific conditions and guidelines set forth in this section, as well as those described in Exhibits A thru J, as applicable, which includes, among other things, landscaping and dust mitigation plans. The Staker & Parson Master Plan is approved subject to the following conditions, which are in addition to all other conditions specified in this Development Agreement:

4.5.1 Conditions Precedent to Excavation and Expansion of Gravel Pit Operations in Phases II and III. Developer shall be permitted to excavate and expand Gravel Pit operations in accordance with Exhibit E for Phases II and III on the following conditions:

4.5.1.1 Compliance with Gravel Pit Landscape and Maintenance Plan, as shown in Exhibit G, which includes a landscape berm and visual buffer 50 feet wide and ranging from approximately 8 to 10 feet high along South Weber Drive, as measured from the back of the existing sidewalk. Developer shall shape and install a sample planting with xeriscaping on an initial 150 foot portion of the landscape berm and buffer as depicted on Exhibit G by October 31, 2003, in order to allow the Developer and City to evaluate and give consideration to xeriscaping and a mix of trees, grass and other alternatives in anticipation of approval of a revised and more detailed landscape plan. The landscape berm and buffer shall be completed by October 1, 2004, consistent with a plan to be submitted for review and approval by the City based on the experience with the initial sample planting referenced above. At the time of the construction of the landscape berm and buffer along South Weber Drive, the existing five (5) power poles located on the west end of the gravel pit property as shown on Exhibit G shall be moved to the west end of the established slope of the gravel pit at Developer's sole cost and expense with no financial participation or reimbursement from the City. The developer shall ensure appropriate maintenance of the landscape berm and visual buffer including, but not limited to, a proper root watering schedule, pruning, timely replacement of dead plant material, and other sound landscape maintenance techniques. Developer acknowledges and agrees that the responsibility for long-term maintenance of the landscape berm and visual buffer shall continue after the expiration of the term or duration of this Development or any extensions or amendments thereto.

4.5.1.2 At the time of development of the Commercial Property, but in no event longer than one year from the date of this Agreement, the existing four (4) power poles located on the Commercial Property as depicted on Exhibit G shall be removed and those utilities placed underground at Developer's sole cost and expense, with no financial participation or reimbursement from the City.

4.5.1.3 Compliance with Gravel Pit Dust Control Plan, as shown on Exhibits F and H.

4.5.2 Financial Contribution as Community Benefit.

4.5.2.1 Developer agrees to make a cash contribution, or its equivalent in goods and services, of \$100,000 to the City for recreational facilities or other corporate purposes deemed appropriate by the City Council, which contribution will be made simultaneously with the execution of the Development Agreement.

4.5.2.2 Beginning two (2) years from the date of execution of the Development Agreement, Staker & Parson Companies shall contribute annually to the City, for the benefit of City recreational programs and facilities or other corporate purposes deemed appropriate by the City Council, an amount not less than .05 cents per ton of gravel and sand extracted during Phase I of the Gravel Pit Amortization Schedule, .06 cents per ton of gravel and sand extracted during Phase II, and .07 cents per ton of gravel and sand extracted during Phase III. Notwithstanding the foregoing, in the event the Utah Legislature hereafter authorizes local governments to assess a tax or similar fee on sand and gravel operations in the State of Utah, to the extent such benefits are received by municipalities, the amount of any such tax or fees shall be deducted from the above said monies to be contributed by Staker & Parson Companies. These monies shall be placed into a restricted account with the City. Said monies shall be disbursed for recreational programs and facilities or other corporate purposes deemed appropriate by the City Council after receiving the recommendation of a five member Advisory Board, which shall be appointed by the City Council. One of the five members shall be a representative of the Staker & Parsons Companies.

4.5.3 Property Exchange.

4.5.3.1 The Developer and City shall exchange the properties described in Exhibit I, through quit claim deeds, within 90 days of execution of this Agreement. Each party agrees that the consideration for such exchange is adequate and that no further consideration shall be required by either party.

4.5.3.2 The City is hereby granted a right of first refusal affecting a parcel, generally shown on the attached Exhibit I, consisting of approximately two acres and immediately abutting that property which is the subject of a property exchange as described in paragraph 4.5.3.1 of this Development Agreement ("Option Property"). This right of first refusal shall continue so long as Developer shall own the Property. In the event of a proposed sale of the Option Property or any portion thereof, Developer shall first offer the same to the City on the same terms and conditions for a period of thirty (30) days after the City's receipt of the proposed agreement to sell. During the said thirty (30) day option period, if the City elects to exercise its right of first refusal, it shall give formal written notice of the same to Developer, in which case the City shall proceed to acquire the Option Property on the same terms and conditions as contained in the proposed sale agreement delivered to the

City and the closing shall take place no later than forty-five (45) days from the date of the exercise of the right of the first refusal.

4.5.3.3 As part of the consideration for this property exchange and this Development Agreement, the Developer shall move the existing sewer line located in the City's property which is to be exchanged at their sole cost and expense with no financial participation or reimbursement from the City.

4.5.4 Gravel Pit Reclamation. Developer and the City recognize the importance of ongoing interim and concurrent reclamation efforts as the Staker & Parson Master Plan is implemented. Therefore, Developer shall comply with all provisions of the Gravel Pit Interim Reclamation Plan attached as Exhibit F. Reclamation shall be performed on an ongoing basis to include grading, stabilization, erosion control, seeding, and dust control measures as defined in Exhibit F and the other provisions of this Development Agreement.

4.5.4.1 Limitation on Unreclaimed Areas. In order to coordinate gravel pit phasing and amortization with concurrent reclamation efforts, Developer agrees to limit the exposed but unreclaimed final slopes at any one time to five (5) acres and the area of final but unreclaimed floor elevations at any one time to five (5) acres. As active work and gravel pit operations in any phase of the development are completed to finished slopes and floor elevation levels, Developer shall immediately begin reclamation efforts before moving on to another area of gravel pit operations, as more fully set forth according to the standards and schedules in Exhibit F and the other provisions of this Agreement.

4.5.4.2 North Gravel Pit. Following the completion of Gravel Pit Phase I, Developer shall begin reclamation of the North Gravel Pit consistent with Exhibit F.

4.5.4.3 North and South Gravel Pit. Following the completion of Gravel Pit Phase III, Developer shall reclaim the North and South Gravel Pits consistent with Exhibit F.

4.5.4.4 Reclamation Bond. Developer shall commence and pursue with reasonable diligence to completion the interim or permanent reclamation efforts required under the provisions of this Development Agreement, as applicable. In order to ensure completion of reclamation according to the standards outlined in this Development Agreement and the exhibits hereto. Developer shall post a reclamation bond or equivalent letter of credit in the initial amount of \$300,000 having the City as beneficiary

thereto, in a form acceptable to the City Engineer, within 90 days of execution of this Agreement. The amount of the reclamation bond or equivalent letter of credit shall be adjusted annually for inflation and may be reduced to the amount of \$150,000 as part of the annual review as described in paragraph 10.14 below based on a determination that there has been demonstrated compliance with the terms of this Agreement, particularly with respect to interim reclamation efforts on finished slope and floor areas as set forth in paragraph 4.5.4.1 above. The reclamation bond or equivalent letter of credit shall apply to all phases of the gravel pit operations, including the final reclamation and final site plans to be approved pursuant to the provisions of § 4.5.4.5, and shall remain in full force and effect until completion of all aspects of the Reclamation Plan under the provisions of this Development Agreement. Within a reasonable time following the end of all reclamation and applicable warranty periods, the City shall make a final inspection and, if reclamation has been satisfactorily performed, verify that determination in writing and release the reclamation bond or equivalent letter of credit, less any funds spent to perform reclamation work as authorized in this Agreement.

4.5.4.5 Approval of Gravel Pit Final Reclamation and Use Preliminary Site Plan and Requirement of Final Site Plan. Approval of this Development Agreement shall constitute preliminary site plan approval in accordance with the requirements of the Code and the Comprehensive Plan for the Gravel Pit Final Reclamation and Use Preliminary Site Plan. Prior to the issuance of any building, grading, or other related development permit for the Gravel Pit Property, the Developer shall obtain final site plan approval in accordance with the provisions of this Development Agreement. The parties understand and agree that any application for future development of the gravel pit property after the completion of all gravel pit operations and reclamation plans under the terms and conditions of this Development Agreement shall be subject to full compliance with the application procedures and substantive requirements set forth in the comprehensive plan and code then in effect at the time any such application is submitted to the City.

4.5.5 Fugitive Dust Control Regulations. The City's Fugitive Dust Ordinances shall apply independently of this Agreement.

4.5.6 Construction Mitigation and Management Plan Required. A building permit will not be issued for any facility or structure within the Staker & Parson Master Plan until an adequate Construction Management and Mitigation Plan has been established and approved by the City Engineer, who may require changes to address any unforeseen impacts that occur during construction. The plan shall

address the following matters specifically, together with any other related matters identified by the City Manager and the Developer. A separate plan may be established for each phase of the Master Plan.

- (a) Revegetation/erosion protection/runoff control
- (b) Wetland and watershed protection; wetlands enhancement plan
- (c) Site grading
- (d) Dust and debris control
- (e) Recycling construction material waste
- (f) Damage to public roadways as a result of construction
- (g) Traffic control/construction management control
- (h) Hours of construction
- (i) Impact of noise on adjacent residential uses
- (j) Staging and screening of construction materials and equipment

4.6 Future Development of Commercial Property. Developer owns the Commercial Property as shown on Exhibit C, which is intended for future development in furtherance of the policy goals and objectives of the Comprehensive Plan and Code. The parties understand and agree that any application for future development of the Commercial Property shall be subject to full compliance with the application procedures and substantive requirements set forth in the Comprehensive Plan and Code then in effect at the time any such application is submitted to the City. The City desires to implement certain commercial design guidelines which are generally described in Exhibit J in order to achieve certain public benefits and amenities including, but not limited to, the creation of an esthetically pleasing entryway corridor into the City, the clustering and appropriate location of commercial development, avoiding a strip mall type of design, a lighting plan in order to minimize lighting and promote protection of the "night sky," and enhance landscaping and buffering. Such commercial design guidelines will be more fully described and set forth in regulations governing the approval and development of commercial site plans which are currently being developed by the City and are intended to become part of the Comprehensive Plan and Code prior to the approval of any future development of the Commercial Property.

4.6.1 City Options for Commercial Property. Developer agrees that prior to completion of Phase 1 of the gravel pit operations it shall make reasonable efforts to sell the Commercial Property to the Boyer Company, LC, a Utah limited liability company ("Boyer") for development of commercial uses in accordance with the provisions of this Development Agreement and the Comprehensive Plan and Code then in effect at the time any such application is submitted to the City. If for any reason Boyer does not acquire the Commercial Property from Developer by the time of completion of Phase 1 of the gravel pit operations, then and in that event Developer agrees to sell the Commercial Property to the City at the same

price it was offered to Boyer. Furthermore, it shall be a condition of any sale agreement between Developer and Boyer respecting the Commercial Property that the terms of this Development Agreement shall be included in any such sale agreement. In the alternative, Developer hereby grants the City the option to act as the "Master Developer" of the Commercial Property during the completion of Phase 2 of gravel pit operations. Following the completion of Phase 2 of the gravel pit operations and at the time of commencement of Phase 3 of the gravel pit operations, if the property has not already been sold, the City shall either exercise its option to buy the property or Developer may proceed to offer the property for sale to other potential buyers. The City shall have the right of first refusal on the Commercial Property to match any offer received by Developer.

Article 5 VESTED RIGHTS

5.1 Vested Rights.

5.1.1 Vested Rights for Staker & Parson Master Plan and Gravel Pit Property. Subject to Articles 5.2 and 6.1 and compliance with the other terms and provisions of this Development Agreement, Developer shall have the vested right to excavate and expand gravel pit operations in accordance with the Staker & Parson Master Plan.

5.2 Reserved Legislative Powers.

5.2.1 Future Changes of Laws and Plans: Compelling Countervailing Public Interest. Nothing in this Development Agreement shall limit the future exercise of the police power of the City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other master plans, policies, ordinances and regulations after the date of this Development Agreement. Notwithstanding the retained power of the City to enact such legislation under the police power, such legislation shall only be applied to modify the vested rights described in Articles 4.3 and 5.1, as well as other provisions of this Development Agreement, based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. (Western Land Equities, Inc., v. City of Logan, 617 P.2d 388 (Utah 1980) or successor case and statutory law). Any such proposed change affecting the vested rights of the Staker & Parson Master Plan and other provisions of this Development Agreement shall be of general application to all development activity in South Weber City; and, unless the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability

to the Staker & Parson Master Plan under the compelling, countervailing public policy exception to the vested rights doctrine. In the event that the City does not give prior written notice, Developer shall retain the right to be heard before an open meeting of the City Council in the event Developer alleges that its rights under this Development Agreement have been adversely affected.

Article 6 PROCESSES

6.1 Fees.

6.1.1 Development Agreement Application, Site Plans, Development Review, Engineering and Related Fees. Pursuant to the provisions of City ordinances, Developer agrees to pay the sum of \$11,850.00 prior to final approval of this Development Agreement by the City Council. Developer shall receive no further credits or adjustments toward any other development review, platting, site planning, or similar standard engineering review fees or other fees generally applicable to development application or building permit review and approval. The City may charge such standard planning and engineering review fees, standard building permit review fees, and other fees as are generally applicable at the time of application, pursuant to the provisions of applicable City statutes, ordinances, resolutions, or administrative guidelines.

6.1.2 Impact Fees. In consideration for the agreements of the City in this Development Agreement, Developer agrees that the Staker & Parson Master Plan shall be subject to all impact fees which are (1) imposed at the time of issuance of building permits, and (2) generally applicable to other property in South Weber City; and Developer waives its position with respect to any vested rights to the imposition of such fees, but shall be entitled to similar treatment afforded other vested projects if the impact fee ordinance makes any such distinction. If fees are properly imposed under the preceding tests, the fees shall be payable in accordance with the payment requirements of the particular impact fee ordinance and implementing resolution. Notwithstanding the agreement of Developer to subject the Staker & Parson Master Plan to impact fees under the above-stated conditions, Developer does not waive Developer's rights under any applicable law to challenge the reasonableness of the amount of the fees within thirty (30) days following imposition of the fees on the Staker & Parson Master Plan based upon the application of the Rational Nexus Test (as defined in Section 6.1.3).

6.1.3 Rational Nexus Test. For purposes of this Development Agreement, the Rational Nexus Test shall mean and refer to a standard of reasonableness whereby the Staker & Parson Master Plan and Property shall not bear more than

an equitable share of the capital costs financed by an impact fee or exaction in relation to the benefits conferred on and impacts of the Staker & Parson Master Plan. The interpretation of "rational nexus" shall be governed by the federal or Utah case law and statutes in effect at the time of any challenge to an impact fee or exaction imposed as provided herein including, but not limited to, the standards of Banberry Development Corp. v. South Jordan City or its successor case law.

6.2 Approval of Additional Development and Final Construction Documents. In conjunction with any additional building or other development permit not otherwise approved pursuant to this Development Agreement, the Developer shall submit all applicable applications, construction drawings and other necessary information in accordance with the requirements of the Code.

6.3 Amendments.

6.3.1 Substantial Amendments. Any amendment to this Agreement that alters or modifies the term or duration of this Agreement, permitted uses, increased density or intensity of use, deletion of any major public amenity described herein, or provisions for reservation and dedication of land, including open space dedications, shall be deemed a "Substantial Amendment" and shall require a noticed public hearing and recommendation by the Planning Commission and a noticed public hearing and decision by the City Council. Unless otherwise provided by law, all other amendments may be executed without a noticed public hearing or recommendation by the Planning Commission.

6.3.2 Administrative Amendments. All other amendments to this Agreement that are not Substantial Amendments shall be Administrative Amendments and shall not require a public hearing or recommendation of the Planning Commission prior to the execution by the parties of such an amendment. The City Manager is empowered to make all final administrative amendment decisions after review and consultation with the City Planner, City Engineer and potentially other consultants as necessary with an expertise in the area or issue which is the subject of the proposed amendment. Adjustments not constituting a Substantial Amendment as defined herein shall be deemed approved upon approval of preliminary site plan, final site plan or the issuance of the applicable building permit or other form of development approval, if not covered by a specific, separate approval.

6.3.3 Effect of Amendment. Any amendment to this Agreement shall be operative only as to those specific portions of this Agreement expressly subject to the amendment, with all other terms and conditions remaining in full force and effect without interruption.

6.4 Conflicts.

6.4.1 To the extent there is any ambiguity in or conflict with the provisions of this Development Agreement and the exhibits thereto, the more specific provision or language shall take precedence over more general provisions or language.

6.4.2 The City has reviewed the Code and Comprehensive Plan and has determined that the Developer has substantially complied with the provisions thereof and hereby finds that the Staker & Parson Master Plan is consistent with the purpose and intent of the relevant provisions of the Code and Comprehensive Plan. The parties further agree that the omission of a limitation or restriction herein shall not relieve the Developer of the necessity of complying with all applicable City Ordinances and Resolutions not in conflict with the provisions of this Development Agreement, along with all applicable state and federal laws.

Article 7

INFRASTRUCTURE AND CONCURRENCY MANAGEMENT

7.1 Concurrency Management Required. Prior to the approval of a building permit for any structure approved under the Staker & Parson Master Plan or future development of the Commercial Property, as applicable, an applicant for a building permit shall demonstrate that all concurrency management requirements of the Code have been met. The City Manager shall cause the issuance of a building permit upon demonstration of compliance with all such requirements. In addition to the requirements of the Code, the following shall also continue to be required.

7.1.1 The Developer shall construct those infrastructure improvements as required by this Agreement, the Code, the City Engineer, and any applicable city or special service district.

7.1.2 Developer shall comply with the applicable sections of the Code as amended for project infrastructure requirements for future commercial development. This shall include verification of the continued availability of the following for either a building permit under the Staker & Parson Master Plan as part of gravel pit operations and/or future development of the Commercial Property at the time of any building permit approval:

7.1.2.1 Water Service. Water and water pressure adequate for commercial consumption and fire flows must be provided for any future development of the Commercial Property. The City anticipates that water

service will be provided by the City, but an expansion of existing facilities, including tank and storage capacity, will be required before the City will have the necessary facilities and infrastructure in place to provide water service. In the event that the City is not able to provide water service at the time of an application for approval of development on the Commercial Property, then water service will be addressed as follows:

- (a) Evidence of coordination with the public or private water service provider, including an agreement for service and an indication of the service area of the proposed water supplier, commitment service letter or other binding arrangement for the provision of water services;
- (b) Evidence that water rights have been obtained, including an application for appropriation or change application endorsed by the State Engineer pursuant to Utah Code Ann. § 73-3-10, and a certificate of appropriation or certificate of change issued in accordance with Utah Code Ann. § 73-3-16. The City shall not accept an application or certificate that has lapsed, expired or been revoked by the State Engineer.
- (c) A certificate of convenience and necessity, or an exemption therefrom, issued by the State Public Service Commission for the proposed water supplier.

7.1.2.2 Sewer Service. A line extension agreement approved by the City for the proposed development. No final site plan shall be approved until the applicant has paid the applicable system capacity fee for that portion of the proposed development included in such permit.

7.1.2.3 Fire Protection. A letter from the City Fire Department indicating that fire hydrants, water line sizes, water storage for fire protection, and minimum flow for fire protection are adequate. These shall be determined using the standard of the insurance services office which are known as the Fire System Grading Standards. In no case shall minimum fire flow be less than 1,000 gallons per minute for a period of two (2) hours.

7.1.2.4 Other Service Providers. The City Manager shall secure input regarding the proposed development from all other affected agencies and service providers including, but not limited to, electrical and telephone service.

Article 8
SUCCESSORS AND ASSIGNS

8.1 Binding Effect. This Development Agreement shall be binding on the successors and assigns of Developer in the ownership or development of any portion of the Staker & Parson Master Plan or future development of the Commercial Property, as applicable. Notwithstanding the foregoing, a purchaser of the Staker & Parson Master Plan or the Commercial Property or any portion thereof shall be responsible for performance of Developer's obligations hereunder as to the portion of the Staker & Parson Master Plan so transferred in accordance with the provisions of Section 8.2 hereof.

8.2 Transfer of the Staker & Parson Master Plan or Commercial Property. Developer shall be entitled to transfer any portion of the Staker & Parson Master Plan or Commercial Property subject to the terms of this Development Agreement upon written notice to the City. Notwithstanding the foregoing, neither Developer nor Developer's successor shall be required to notify the City with regard to the sale of lots or units in commercial projects which have been platted and received development approval in accordance with the terms of this Agreement. In the event of any such complete transfer of all or a portion of Developer's interests in the Staker & Parson Master Plan, the transferee shall be deemed to be the Developer for all purposes under this Development Agreement with respect to that portion of the Staker & Parson Master Plan transferred. Developer's obligation to notify or obtain any consent of the City shall terminate with respect to portions of the Property on which all of the improvements required by this Development Agreement have been substantially completed as evidenced by a certificate of occupancy granted by the City.

8.3 Release of Developer. Except for the sale of lots or units in commercial projects which have been platted and received development approval in accordance with the terms of this Agreement, in which case this requirement shall not apply, in the event of a transfer of all or a portion of the Staker & Parson Master Plan, the Developer shall obtain an assumption by the transferee of the Developer's obligations under this Development Agreement, and, in such event, the transferee shall be fully substituted as the Developer under this Development Agreement as to the parcel so transferred, and the Developer executing this Development Agreement shall be released from any further obligations with respect to this Development Agreement as to the parcel so transferred.

8.4 Obligations and Rights of Mortgage Lenders. The holder of any mortgage, deed of trust, or other security arrangement with respect to the Property, or any portion thereof, shall not be obligated under this Agreement to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Agreement which pertain to the Property or such portion thereof in which it holds an interest. Any such holder who comes into possession of the Property, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in

lieu of such foreclosure, shall take the Property, or such portion thereof, subject to any pro rata claims for payments or charges against the Property, or such portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder comes into possession. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, and, as would be the case in any assignment, the purchaser of the Property from the holder shall be subject to all of the terms and conditions of this Agreement, including the obligation to complete all required amenities and improvements.

Article 9 DEFAULT, ENFORCEMENT AND TERMINATION

9.1 Default.

9.1.1 Events of Default. Default under this Development Agreement occurs upon the happening of one or more of the following events or conditions:

9.1.1.1 A warranty, representation or statement made or furnished by Developer to the City in this Development Agreement, including any attachments hereto, which is false or proves to have been false in any material respect when it was made.

9.1.1.2 Following a periodic or annual review under Section 10.14, a finding and determination is made by the City that upon the basis of substantial evidence Developer has not complied in good faith with one or more of the material terms or conditions of this Development Agreement.

9.1.1.3 Any other event, condition, act or omission by Developer which materially interferes with the intent and objective of this Development Agreement.

9.1.2 Procedure Upon Default.

9.1.2.1 The parties acknowledge and agree that, given the nature, duration and complexity of this Development Agreement, a variety of potential breach or default scenarios could occur, each of which may require a differing response, response time or remedy. Developer and the City agree that it is in their mutual interest to attempt to informally resolve any dispute, difference or disagreement that may arise between the parties regarding the implementation of this Agreement. Therefore, if at any time during the term of this Agreement any dispute, difference or disagreement shall arise between

the parties regarding the meaning or construction of any of the terms of this Agreement, the Developer and the City shall meet and confer in an attempt to resolve any disputes regarding the construction or interpretation or the terms of this Agreement. Accordingly, when an event of breach or default occurs, unless the public health, safety or welfare requires otherwise, written notice of breach shall be promptly given and cure shall be commenced within ten (10) days of receipt of such notice and diligently pursued to completion. If timely cure does not occur, any and all remedies at law or in equity, including but not limited to mediation, arbitration or litigation, which are consistent with the Development Agreement shall be available for the parties to utilize and pursue.

9.1.2.2 The City does not waive any claim of defect in performance by Developer, if on periodic or annual review the City does not propose to modify or terminate this Agreement. In the event of a breach of this agreement by Developer which by its nature can or will cause material injury to the health, safety, or welfare of the public, then in and that instance the City shall have the right to seek immediate injunctive relief through the courts. In all other instances, the Developer shall have thirty (30) days after receipt of written notice to cure the default. After proper notice and expiration of the thirty (30) day cure period without cure, the City may terminate this Agreement by giving written notice in accordance with the procedure adopted by the City. Failure or delay in giving notice of default shall not constitute a waiver of any default, nor shall it change the time allowed to cure the default. Notwithstanding the thirty day cure period provided above, in the event more than thirty days is reasonably required to cure a default and Developer, within the thirty (30) day cure period, commences actions reasonably designed to cure the default, then the cure period shall be extended for such additional period as Developer is prosecuting those actions diligently to completion. The parties further agree that nothing in the foregoing procedure shall prevent the City from utilizing its current system of assessing fines in the case of nuisance and applying other remedies as contained in its City Ordinances.

9.1.2.3 Should the City terminate this Development Agreement under the provisions hereof, Property not previously covered by a specific plat or site plan development approval in accordance with this Agreement will thereafter comply with and be governed by the applicable City Code and Comprehensive Plan then in existence, as well as with all other provisions of Utah State Law.

9.1.2.4 An express repudiation, refusal or renunciation of this Agreement, if the same is in writing and signed by the Developer, shall be sufficient to terminate this Agreement and a hearing on the matter shall not be required.

9.2 Termination.

9.2.1 Termination Upon Completion of Development. This Agreement shall terminate when the Property has been fully developed and the Developer's and the City's obligations in connection therewith are satisfied. The City shall record a notice that the Agreement has been fully performed and therefore has been terminated.

9.2.2 Effect of Termination on Developer Obligations. Termination of this Agreement as to any Developer of the Property or any portion thereof shall not affect any of such Developer's obligations to comply with the terms and conditions of any applicable zoning, or site plan, building permit, or other land use entitlements approved with respect to the Property, nor shall it affect any other covenants or any other development requirements specified or created pursuant to this Agreement. Termination of this Agreement shall not affect or invalidate in any manner the Developer's obligations of indemnification and defense under Section 10.14 or the survival provisions of Section 10.22.

9.2.3 Effect of Termination on the City Obligations. Upon any termination of this Agreement, the entitlements, conditions of development, limitations on fees, and all other terms and conditions of this Agreement shall no longer be vested by reason of this Agreement with respect to any portion of the Property then undeveloped and not then covered by a building permit application. Those undeveloped portions of the Property may be subject to then existing planning and zoning law. Upon such a termination, the City shall no longer be prohibited by this Agreement from making any changes or modifications to such entitlements, conditions, or fees applicable to such undeveloped portions of the Property. Further, with respect to the improved portions of the Property, the City shall remain obligated to recognize and apply the development standards and configuration contained in the exhibits to this Agreement.

9.2.4 Damages upon Termination. Except with respect to just compensation and attorneys' fees under this Agreement, Developer shall not be entitled to any damages against the City upon the unlawful termination of this Agreement.

9.2.5 Reversion to Regulations for Unimproved Portions of the Property. Should the City terminate this Agreement under the provisions hereof, Developer's

remaining unimproved portions of the Property will thereafter comply with and be governed by the applicable City Code and Comprehensive Plan then in existence, as well as with all other provisions of Utah State law, subject to any vested rights that may apply to such unimproved property.

Article 10 GENERAL TERMS AND CONDITIONS

10.1 Agreements to Run with the Land. This Development Agreement shall be recorded against the Property as described in Exhibit A. The agreements contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Property. As used herein, Developer shall include the parties signing this Development Agreement and identified as "Developer," and all successor owners of any part of the Property or the Staker & Parson Master Plan.

10.2 Construction of Agreement. This Development Agreement shall be construed so as to effectuate the public purpose of resolving disputes, implementing long-range planning objectives, obtaining public benefits, and protecting any compelling, countervailing public interest; while providing reasonable assurances of continued vested development rights under this Agreement.

10.3 Laws of General Applicability. Where this Development Agreement refers to laws of general applicability to the Property and other properties, that language shall be deemed to refer to laws which apply to all other developed and subdivided properties within South Weber City.

10.4 Duration. The term of this Development Agreement shall commence on, and the effective date of this Development Agreement shall be, the effective date of the Resolution approving this Development Agreement. The term of this Development Agreement shall be as set forth in Sections 4.4 and 9.2.1 of this Development Agreement. The long-term maintenance obligations of the Developer for landscaping and other improvements shall continue after the term of this Agreement.

10.5 Mutual Releases. At the time of, and subject to, (i) the expiration of any applicable appeal period with respect to the approval of this Development Agreement without an appeal having been filed or (ii) the final determination of any court upholding this Development Agreement, whichever occurs later, and excepting the parties' respective rights and obligations under this Development Agreement, Developer, on behalf of itself and Developer's partners, officers, directors, employees, agents, attorneys and consultants, hereby releases the City and the City's officials, employees, agents, attorneys and consultants, and the City, on behalf of itself and the City's officials, employees, agents, attorneys and consultants, hereby releases Developer and Developer's partners, officers,

directors, employees, agents, attorneys and consultants, from and against any and all claims, demands, liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or before the date of this Development Agreement in connection with the application, processing or approval of the Staker & Parson Master Plan and this Development Agreement, to include any claims for vested development rights by any Developer on property which is within the Staker & Parson Master Plan.

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

10.7 No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Development Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Development Agreement, no officer, official or agent of the City has the power to amend, modify or alter this Development Agreement or waive any of its conditions as to bind the City by making any promise or representation not contained herein.

10.8 Entire Agreement. This Development Agreement constitutes the entire agreement between the parties with respect to the issues addressed herein and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Development Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Development Agreement.

10.9 Attorneys' Fees. Should any party hereto employ attorneys for the purpose of enforcing this Development Agreement, or any judgment based on this Development Agreement, or for any reasons or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses (including expert witnesses). Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

10.10 Notices. Any notice, confirmation or other communication hereunder (each, a "notice") hereunder shall be given in writing by certified mail, postage prepaid, or

personally or by nationally-recognized overnight courier, at the following addresses, or by facsimile to the following facsimile numbers provided the transmitting facsimile machine shall automatically prepare a confirmation of successful facsimile transmission:

To the City:

City Manager
1600 East South Weber Drive
South Weber, Utah 84405
Facsimile: (801) 479-0066

With a copy to:

Jody K Burnett
Williams & Hunt
257 E. 200 S., Suite 500
P. O. Box 45678
Salt Lake City, Utah 84145-5678
Facsimile: (801) 364-4500

To Developer:

Staker & Parson Companies
P. O. Box 3429
Ogden, Utah 84409
Phone: (801) 731-1111

With a copy to:

Joseph C. Rust
Kesler & Rust
36 S. State #2000
Salt Lake City, Utah 84111

or to such other addresses, such other facsimile numbers, or the attention of such other person as either party or their successors may designate by written notice. Notice shall be deemed given upon actual receipt, if personally delivered, when transmitted if delivered by facsimile, one (1) business day following deposit with a reputable overnight courier that provides a receipt, or on the third (3rd) day following deposit in the United States mail in the manner described above.

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

10.12 Execution of Agreement. This Development Agreement may be executed in multiple counterparts or originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

10.13 Relationship of Parties. The contractual relationship between the City and Developer arising out of this Development Agreement is one of independent contractor and not agency. This Development Agreement does not create any third party beneficiary rights. It is specifically understood by the parties that: (a) The Staker & Parson Master Plan is a private development; (b) City has no interest in, responsibilities for, or duty to third parties concerning any improvements to the Property unless the City accepts the improvements pursuant to the provisions of this Development Agreement or in connection with subdivision plat, site plan, deed, or map approval; and (c) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Development Agreement.

10.14 Periodic / Annual Review. Representatives of the City shall have the right of access to the Property and any portions thereof at reasonable hours on reasonable advanced notice to inspect or observe the development or any work thereon to determine compliance with the terms of this Agreement. The City shall review progress pursuant to this Development Agreement at least once every twelve (12) months to determine if there has been demonstrated compliance with the terms hereof. This annual review shall be accomplished by representatives of Developer meeting with the City Engineer and staff to review progress of the development in compliance with all of the terms and conditions of this Development Agreement. The City Engineer shall then provide to the Planning Commission a written report on the implementation of the Staker & Parson Master Plan or any other aspects of the project which may be appropriate. As part of this periodic and/or annual review process, the parties shall meet and confer in an attempt to resolve any disputes utilizing the enforcement, mediation and arbitration provisions set forth in Article 9 above. If after utilizing those dispute resolution mechanisms the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms hereof, this Development Agreement may be revoked or modified by the City in accordance with the provisions of Sections 9.1 and 9.2 hereof, after a public hearing which has been noticed by publication, and for which notice has been expressly provided to Developer. The City's failure to review at least annually Developer's compliance with the terms and conditions of this Development Agreement shall not constitute or be asserted by any party as a breach of this Development Agreement by Developer or City. Further, such failure shall not constitute a waiver of City's right to revoke or modify said Agreement according to the terms and conditions set forth herein.

10.15 Rights of Third Parties. This Development Agreement is not intended to affect or create any additional rights or obligations on the part of third parties.

10.16 Third Party Legal Challenges. In those instances where, in this Agreement, Developer has agreed to waive a position with respect to the applicability of current City policies and requirements, or where Developer has agreed to comply with current City policies and requirements, Developer further agrees not to participate either directly or indirectly in any legal challenges to such City policies and requirements by third parties, including but not limited to appearing as a witness, amicus, making a financial contribution thereto, or otherwise assisting in the prosecution of the action.

10.17 Computation of Time. In computing any period of time pursuant to this Development Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period shall begin to run on the next day which is not a Saturday, Sunday, or legal holiday.

10.18 Titles and Captions. All section titles or captions contained in this Development Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation hereof.

10.19 Savings Clause. If any provision of this Development Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Development Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

10.20 Survival of Developer's Obligations. Notwithstanding any provisions of this Development Agreement or of law to the contrary and as a partial consideration for the parties entering into this Development Agreement, the parties agree that Developer is obligated to provide to the City the following enumerated extraordinary and significant benefits even if Developer cancels, rescinds, repudiates, refuses, revokes, or in any manner terminates or attempts to terminate this Development Agreement:

10.20.1 Construction of any roads or landscape buffers or improvements covered by the Staker & Parson Master Plan;

10.20.2 Construction of all public amenities specified in the exhibits hereto;

10.20.3 Payment of impact fees to the extent such fees are payable under the terms of this Agreement and any applicable impact fee ordinance or implementing resolution; and

10.20.4 Compliance with Developer's Mutual Releases.

10.21 Force Majeure. Any default or inability to cure a default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, enemy or hostile governmental action, civil commotion, fire or other casualty, or other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a default.

10.22 Continuing Obligations. Adoption of law or other governmental activity making performance by Developer unprofitable, more difficult, or more expensive does not excuse the performance of the obligation by the Developer.

10.23 Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, is held invalid, void, or unenforceable, but the remainder of this Agreement can be enforced without failure of material consideration to any party, then the remainder of this Agreement shall not be affected thereby and it shall remain in full force and effect, unless amended or modified by mutual consent of the parties. If any material provision of this Agreement is held invalid, void, or unenforceable or if consideration is removed or destroyed, the Developer or the City shall have the right in their sole and absolute discretion to terminate this Agreement by providing written notice of such termination to the other party.

10.24 Project is a Private Undertaking. It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions. The Project is not a joint venture, and there is no such relationship involving the City. Nothing in this Agreement shall preclude the Developer and any Participating Landowner from forming any form of investment entity for the purpose of completing any portion of the Project.

10.25 Recordation of Agreement. This Agreement may be recorded by either party with the Davis County Recorder.

10.26 Exhibits Incorporated. All exhibits hereto are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, this Development Agreement has been executed by South Weber City, acting by and through the City Council and its Mayor, pursuant to Resolution 2003-032, authorizing such execution, and by a duly authorized representatives of Developer, as of the above stated date.

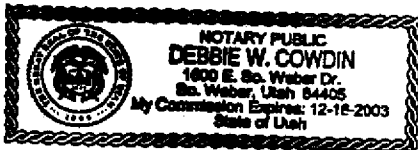
CITY:

SOUTH WEBER CITY

By Joseph E. Gertge
Joseph Gertge, Mayor

STATE OF UTAH)
: SS.
COUNTY OF DAVIS)

The foregoing instrument as acknowledged before me this 11th day of December, 2003, by Joseph Gertge, Mayor of South Weber City, Davis County, State of Utah.



Debbie W. Cowdin
Notary Public

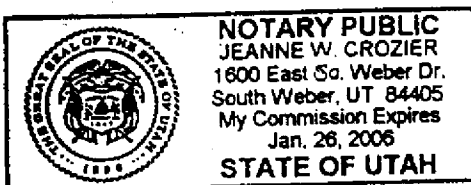
DEVELOPER:

STAKER & PARSON COMPANIES

By Randy Anderson
Its Vice President

STATE OF UTAH)
:SS.
COUNTY OF DAVIS)

The foregoing instrument was acknowledge before me this 11th day of December, 2003, by Randy Anderson, Vice President of Staker & Parson Companies.



Jeanne W. Crozier
Notary Public

EXHIBITS

- Exhibit A - Property Description
- Exhibit B - Staker & Parson Master Plan
- Exhibit C - Commercial Property
- Exhibit D - Commercial Property Phasing Plan
- Exhibit E - Gravel Pit Phasing/Amortization Plan
- Exhibit F - Gravel Pit Interim Reclamation Plan
- Exhibit G - Gravel Pit Landscape and Maintenance Plan
- Exhibit H - Gravel Pit Dust Control Plan
- Exhibit I - Property Exchange "Metes and Bounds" Descriptions
- Exhibit J - Design Guidelines

Exhibit A

Property Description



December 9, 2002

PARSON SOUTH WEBER GRAVEL PIT

PARCEL NO. 1 – REZONE DESCRIPTION

A part of the South Half of Section 26, part of the North Half of Section 35 and the Northwest Quarter of Section 36, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Westery right of way line of Highway 89 said point being 69.60 feet North $89^{\circ}49'47''$ West along the Section line from the Northeast corner of said Section 35; running thence eight (8) courses along said West right of way line as follows: South $27^{\circ}02'05''$ East 612.22 feet; South $62^{\circ}27'05''$ West 9.84 feet; South $27^{\circ}02'50''$ East 82.88 feet; Southeasterly along the arc of a 1615.14 foot radius curve to the right a distance of 372.97 feet (Long Chord bears South $16^{\circ}16'35''$ East 372.14 feet); North $85^{\circ}49'21''$ West 11.14 feet; South $8^{\circ}19'25''$ East 80.22 feet; South $6^{\circ}53'27''$ East 98.42 feet and South $1^{\circ}31'09''$ East 23.94 feet; thence South $88^{\circ}30'03''$ East 39.30 feet; thence North $1^{\circ}29'57''$ West 5.00 feet; thence South $88^{\circ}30'03''$ West 5.00 feet; thence South $1^{\circ}29'57''$ East 5.00 feet; thence South $88^{\circ}30'03''$ West 242.95 feet to the West right of way line of the West Frontage Road of said Highway 89; thence (2) two courses along said West right of way line of the West frontage road as follows: South $39^{\circ}00'26''$ West 153.68 feet and Southwesterly along the arc of a 350.89 foot radius curve to the left a distance of 186.36 feet (Long Chord bears South $23^{\circ}47'31''$ West 184.18 feet); thence Southwesterly along the arc of a 1563.78 foot radius curve to the left a distance of 464.69 feet; (Long Chord Bears South $76^{\circ}47'04''$ West 462.98 feet); thence South $68^{\circ}16'18''$ West 365.12 feet; thence Southwesterly along the arc of a 1060.90 foot radius curve to the right a distance of 150.07 feet (Long Chord bears South $72^{\circ}19'27''$ West 149.95 feet); thence South $13^{\circ}37'24''$ East 198.62 feet to the Northerly right of way line of

Parson South Weber Gravel Pit
Parcel No. 1 – Rezone Description
Continued....

South Weber Drive; thence six (6) courses along said North right of way line as follows: Southwesterly along the arc of a 1259.52 foot radius curve to the right a distance of 302.82 feet (Long Chord bears South 83°15'51" West 302.08 feet); North 89°50'54" West 29.97 feet; North 0°02'34" West 9.82 feet; North 89°50'54" West 876.02 feet; Northwesterly along the arc of a 1249.65 foot radius curve to the right a distance of 937.41 feet (Long Chord bears North 68°21'28" West 915.58 feet) and North 46°40'20" West 362.48 feet; thence North 1°02'32" West 677.30 feet; thence North 3°43'02" East 197.76 feet; thence North 14°52'05" East 186.80 feet; thence North 36°56'29" East 88.46 feet; thence North 276.38 feet to the North line of said Section 35; thence South 89°49'47" East 449.41 feet along said North line; thence North 0°18'47" East 1256.56 feet; thence South 89°50'12" East 669.00 feet; South 53°30'00" East 205.00 feet; thence South 65°20'00" East 160.00 feet; thence South 76°13'48" East 476.45 feet; South 76°31'40" East 881.93 feet to said West right of way line of Highway 89; thence eight (8) courses along said West right of way line as follows: South 27°25'09" East 52.20 feet; North 76°49'47" West 100.91 feet; South 28°15'52" East 81.29 feet; North 62°06'17" East 75.44 feet; South 27°25'09" East 88.45 feet; South 23°14'24" East 300.88 feet; South 27°00'39" East 382.03 feet to the North line of said Section 35; and South 89°49'47" East 18.94 feet along said North line to the point of beginning.

Contains 199.230 Acres



December 9, 2002

PARSON SOUTH WEBER PIT

AMENDED PARCEL NO. 2 – REZONE DESCRIPTION

A part of the Northeast Quarter of Section 35, Township 5 North,
Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the West right of way line of the West frontage road of Highway 89 said point being 1476.04 feet South $0^{\circ}06'21''$ East along the Section line and 105.94 feet South $89^{\circ}53'39''$ West from the Northeast corner of said Section; running thence three (3) courses along said West right of way line as follows: Southeasterly along the arc of a 350.89 foot radius curve to the left a distance of 115.04 feet (Long Chord bears South $0^{\circ}48'57''$ East 114.53 feet); South $10^{\circ}12'28''$ East 38.02 feet and South $35^{\circ}23'05''$ West 34.28 feet to the Northerly right of way line of South Weber Drive; thence three (3) courses along said Northerly right of way line as follows: South $79^{\circ}47'30''$ West 106.85 feet; Southwesterly along the arc of a 1381.57 foot radius curve to the left a distance of 277.78 feet (Long Chord bears South $74^{\circ}01'54''$ West 277.31 feet) and South $68^{\circ}16'18''$ West 68.80 feet; thence North $21^{\circ}43'42''$ West 182.21 feet; thence North $68^{\circ}16'18''$ East 68.80 feet; thence Northeasterly along the arc of a 1563.78 foot radius curve to the right a distance of 464.69 feet (Long Chord bears North $76^{\circ}47'04''$ East 462.98 feet) to the point of beginning.

Contains 2.080 Acres



December 9, 2002

PARSON SOUTH WEBER PIT

PARCEL NO. 3 – DESCRIPTION FOR REZONE

A part of the Northeast Quarter of Section 35, Township 5 North,
Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 1606.41 feet South $0^{\circ}06'21''$ East along the
Section line and 620.81 feet South $89^{\circ}53'39''$ West from the Northeast corner of
said Section 35; running thence South $21^{\circ}43'42''$ East 182.21 feet to the
Northerly right of way line of South Weber Drive; thence four (4) courses along
said Northerly right of way line as follows: South $68^{\circ}16'18''$ West 67.60 feet;
South $21^{\circ}43'42''$ East 16.41 feet South $68^{\circ}16'18''$ West 228.72 feet and
Southwesterly along the arc of a 1259.52 foot radius curve to the right a distance
of 178.17 feet (Long Chord bears South $72^{\circ}19'27''$ West 178.02 feet); thence
North $13^{\circ}37'24''$ West 198.62 feet; thence Northeasterly along the arc of a
1060.90 foot radius curve to the left a distance of 150.07 feet (Long Chord bears
North $72^{\circ}19'27''$ East 149.95 feet); thence North $68^{\circ}16'18''$ East 296.31 feet to
the point of beginning.

Contains 2.074 Acres



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December 9, 2002

PARSON SOUTH WEBER PIT

PARCEL NO. 4 – REZONE DESCRIPTION

A part of the Northwest Quarter of Section 35, Township 5 North,
Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 567.00 feet North 89°49'47" West along the
Section line; 276.38 feet South; 88.46 feet South 36°56'29" West; 186.80 feet
South 14°52'05" West and 67.91 feet South 3°43'02" West from the
North Quarter corner of said Section 35; running thence South 3°43'02" West
129.85 feet; thence South 1°02'32" East 677.30 feet to the Northerly right of way
line of South Weber Drive; thence five (5) courses along said Northerly right of
way line as follows: North 46°40'20" West 160.23 feet; North 89°51'39" West
8.88 feet; Northwesterly along the arc of a 632.88 foot radius curve to the right a
distance of 465.53 feet (Long Chord bears North 20°54'11" West 455.17 feet);
North 0°10'12" East 179.20 feet and Northwesterly along the arc of a 745.08 foot
radius curve to the left a distance of 19.14 feet (Long Chord bears
North 0°33'57" West 19.14 feet); thence North 75°30'33" East 292.90 feet to the
point of beginning.

Contains 3.895 Acres



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PARSON SOUTH WEBER PIT

PARCEL 5 – REZONE DESCRIPTION (POSSIBLE CITY PARCEL)

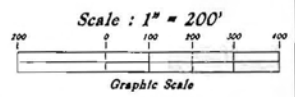
A part of the Northwest Quarter of Section 35, Township 5 North,
Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Section line said point being 567.00 feet
North $89^{\circ}49'47''$ West from the North Quarter corner of said Section 35; running
thence South 276.38 feet; thence South $36^{\circ}56'29''$ West 88.46 feet; thence
South $14^{\circ}52'05''$ West 186.80 feet; thence South $3^{\circ}43'02''$ West 67.91 feet;
thence South $75^{\circ}30'33''$ West 292.90 feet to the Northerly right of way line of
South Weber Drive; thence three (3) courses along said Northerly right of way
line as follows: Northwesterly along the arc of a 745.08 foot radius curve to the
left a distance of 317.39 feet (Long Chord bears North $13^{\circ}30'20''$ West
315.00 feet); North $77^{\circ}27'45''$ West 16.81 feet and Northwesterly along the arc of
a 731.96 foot radius curve to the left a distance of 429.94 feet (Long Chord bears
North $43^{\circ}21'02''$ West 423.78 feet); thence Northeasterly along the arc of a
95.81 foot radius curve to the right a distance of 105.98 feet (Long Chord bears
North $58^{\circ}28'54''$ East 100.66 feet) to said Section line; thence
South $89^{\circ}49'47''$ East 79.86 feet along said Section line; thence
South $0^{\circ}10'13''$ West 150.00 feet; thence South $89^{\circ}49'47''$ East 443.74 feet;
thence North $0^{\circ}10'13''$ East 150.00 feet to said Section line; thence
South $89^{\circ}49'47''$ East 160.55 feet along said Section line to the point of
beginning.

Contains 5.583 Acres

Exhibit B

Staker & Parson Master Plan



Legend

Section Corner

E 1969513 B 3495 P 304

Weber River

Phase I

Commercial

Parcel No. 5
Contains 5.501 acres

Commercial
Parcel No. 4
Contains 3.895 acres

Parcel No. 1
Contains 203.806 acres

Phase II

Phase III

Commercial
Amended Parcel No. 2
Contains 2.00 acres

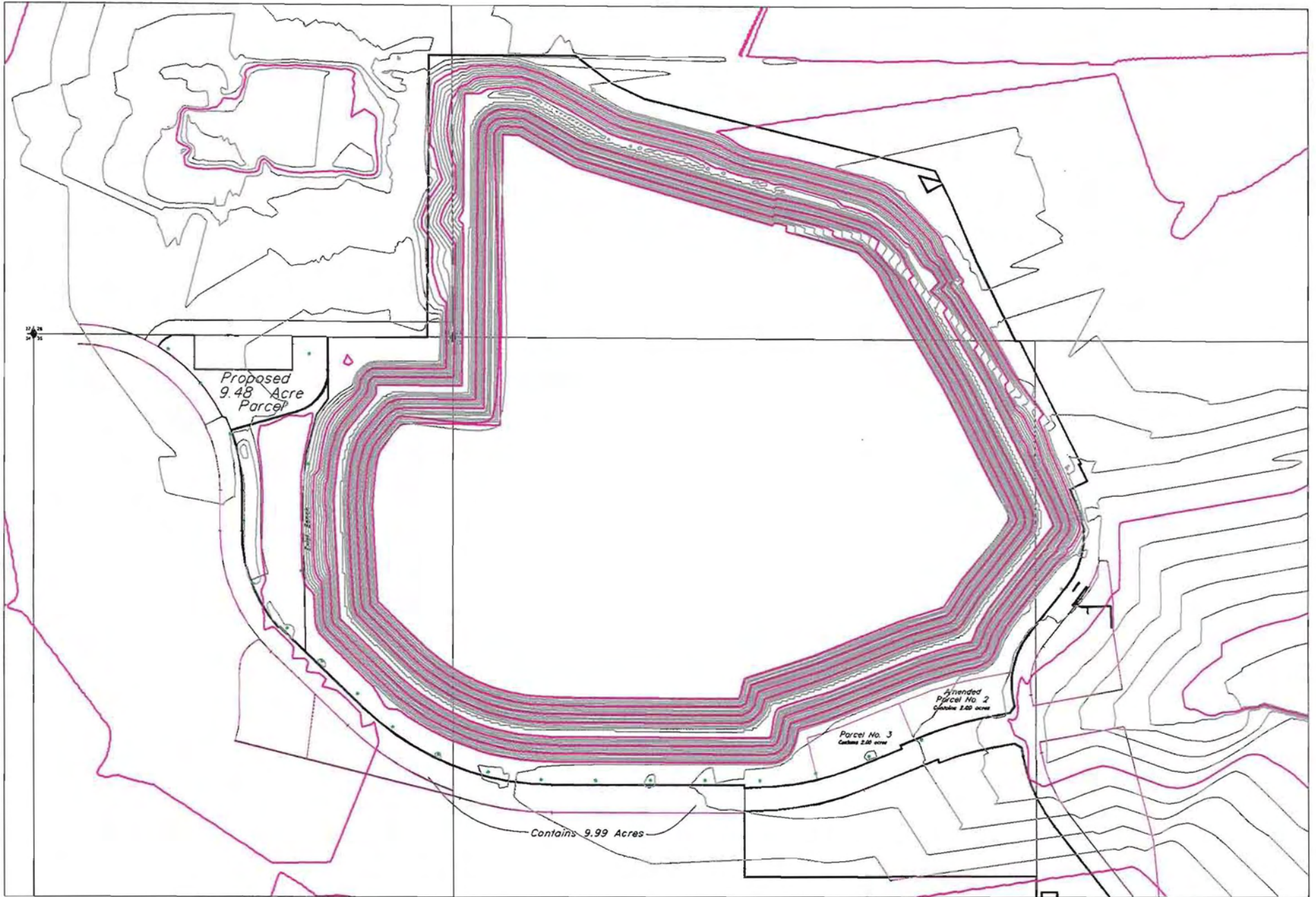
Commercial
Parcel No. 3
Contains 2.07 acres

Commercial

Commercial
Savage

S.P.

Exhibit Drawing		Parson's South Weber Pit A part of the South 1/2 of Section 26, a part of the North 1/2 of Section 35 and a part of the Northwest of Section 36 T5N, R1W, SLB&M, U.S. Survey South Weber, Weber County, Utah	
	SCALE: 1" = 200'	DATE: 23 Jul, 2002	DRWG. NO.
	DRAWN: ESL/AH	REVISIONS: 22 Aug, 2002	A
	83-190EX	30 Apr, 2003 19 Aug, 2003	



E 1969513 B 3495 P 305

Staker and Parson Companies

Project: South Weber Mine Plan
Drawing: Final Pit
Date: September 24, 2003
Scale: 1:600

Exhibit C

Commercial Property

Exhibit D

Commercial Property Phasing Plan

COMMERCIAL PROPERTY PHASING PLAN

Phasing of the commercial development shall generally occur in three phases. Such will proceed in an East to West fashion, starting on the parcel closes to Highway 89.

Exhibit E

Gravel Pit Phasing/Amortization Plan

GRAVEL PIT PHASING AND AMORTIZATION PLAN

- Phase I** Old South Weber Drive shall be excavated in Phase I, which shall occur during a 3 to 5 year period as measured from the execution of this Agreement.
- Phase II** The west end of the South Gravel Pit shall be excavated in Phase II, which shall occur during a 5 to 8 year period following the completion of Phase I.
- Phase III** The east end of the South Gravel Pit shall be excavated in Phase III, which shall occur during a 5 to 8 year period following the completion of Phase II.

Following Phase I, Developer shall begin reclamation of the North Gravel Pit consistent with Exhibit F.

Following Phase III, Developer shall reclaim the North and South Gravel Pits consistent with Exhibit F.

Exhibit F

Gravel Pit Interim Reclamation Plan



STAKER | PARSON

**South Weber Pit
Mining and Reclamation
Plan**

Thursday, May 29, 2003

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Project

This mine plan shows the next 21 years of the Staker and Parson Companies South Weber Pit. Contained in this mine plan are Mining Methods, Mining Plan, Site Work, Dust Control, and Reclamation will be discussed. The mining is based on mining 600,000 tons of concrete aggregates, 200,000 tons of sand, and 300,000 tons of fill per year. Dust control and reclamation will be a continuous process that happens daily, monthly and yearly.

The Gravel Operation is North of South Weber Drive in the city of South Weber, Utah. The property is located in the county of Davis. Located on page 8 is an existing topography map of the property as of September 13, 2002. On page 9 is a map showing the commercial property that is planned, and also show the location of the Utility Poles that surrounds the pit. The sand and gravel operation is located in Section 26 and 35, T.5 S., R. 1 W. SLB&M. The pit walls will be sloped to 1.25:1, and the mining will not exceed below 180 feet from the original surface to the mine elevation of 4820.

Mining Methods

The mining will be done with loaders and dozers. The loaders will feed from the working face into a jaw. When the working face becomes unsafe to work under, dozers will be used to knock down the high walls. The high walls will be sloped to 1.25:1 when they are finished, and the pit will not be mined below 180 feet from the top of the slopes. From the jaw, the material will be conveyed into a surge pile.

The material then will be conveyed to the crushing plant from this surge pile. From this crushing plant the material will be crushed, and screened down to 1" minus material. Then this 1" minus material will be stockpiled into another surge pile, or onto the road base stockpile. The material in the surge pile is washed and screened into 1" Rock, 3/8" Pea Gravel, and Concrete Sand.

The water that is used to wash the 1" minus material goes to the classifier and the fines are separated from the water. The water then is reused and the fines are trucked and dumped over the slopes of the pit for wind erosion, this is done because the washed fines are mostly clay. During the mining of the concrete aggregates, sand will be mined in the North Pit. After the mining of the concrete aggregates, sand can continue being mined in the North Pit with an agreement from South Weber City. The sand would be mined again with dozers and loaders. The loaders would load from the working face and load trucks that would haul the sand out of the pit.

Mining Plan

There are three different Phases that are planned to be mined. The map on page 10 defines each individual Phases. Each phase is based on mining 600,000 tons of washed material per year with total sales of 1.1 Million tons out of the pit per year. These production numbers are based on the last five years of production, but as markets change, the production numbers can change. Phase 1 is the first phase to be mined. In Phase 1, the mining will start in the Old South Weber Drive working west to east, and also sand will be mined in the North Pit. After the Old South Weber Drive is mined, the mining will move to the Phase 2. It will start at the southwest end heading east across the back of the pit, sand will continue being mined in the North Pit. Then in Phase 3, the mining will continue from Phase 2 and head towards the ready mix, sand will continue being mined in the North Pit.

Depending on the market, Phase 1 is estimated to take 3 to 5 years to mine. Based on the current production, Phase 1 will last 5 years. The maps on page 11 thru page 15 shows the yearly breakdown of Phase 1.

Depending on the market, Phase 2 is estimated to last another 5 to 8 years. The map on page 16 shows the mining in Phase 2.

Depending on the market, Phase 3 is estimated to last 5 to 8 years. The map on page 17 show the mining in Phase 3.

Cross-sections are included to show the depths of the pit during each phase. From the cross-sections on pages 18-24, the pit will not be mined below 180 feet from the existing surface to an mine elevation of 4820.

Site Work

A berm will be built around the pit in Phase 1. In Year 1, a sample berm with different heights and widths will be built. This will start at the Parcel No. 3, and follow South Weber Drive for 1200 feet. South Weber City Council then can inspect the berm, and with the agreement of the City Council, the berm will continue around South Weber Drive to 2160 East (see map on page 25). The construction of the berm is estimated to take 2 to 3 years to build. A berm cannot be built on the north slopes of the North Pit because of the risk of running large equipment on the gas line. But this area will be graded and landscaped. The berm will be in place before moving onto Phase 2.

During the construction of the berm, a main waterline will be installed inside this berm, and a ditch will be placed between the pit and the berm for water runoff.

The waterline will then follow the property line to the frontage road, and it will finish by following the top crest of the pit to the Old South Weber Drive. A valve will be installed every 640 feet of pipe (see map on page 26) so irrigation sprinkler pipe can be connected to the main waterline for dust control. Also a sprinkling system will be installed to water the plants, trees and lawn grasses for the new berm.

Every year, when there are enough washed fines to move, they will be trucked and dumped over the slopes. After the washed fines are on the slopes they will be reclaimed.

Dust Control Plan

It's a fact that the wind blows everyday in South Weber. To maintain the fugitive dust that is created by the wind, a waterline is going to be built in Phase 1 that completely surrounds the pit. The waterline will connect into secondary waterlines that are located in the northwest corner of the South Pit. A valve will be place every 640 feet on these main waterlines. Irrigation sprinkler pipe will be connected to these waterlines at the valves so they can be moved to areas that need water for dust control. Each phase will have a different plan on how to water the pit. Detailed plans of Year 1 thru Year 21 are on page 27 thru page 33. The main areas that need the most watering are the working faces. To combat the dust at the working faces, the irrigation sprinkler pipe will be moved to wet down those areas. If an area, that is not a working face, starts creating a lot of dust, washed fines will be dumped over the slope and will be replanted with grasses.

The fugitive dust that is caused by the truck traffic will also be controlled. In the spring, magnesium chloride is applied to all the pit roads. Combined with the magnesium chloride, a water truck will keep all the roads wet with water.

Reclamation

Reclamation is a continuing process. In every Phase reclamation will take place on several finished slopes, and final floors of the pit. There will not be more than five acres each for the following: exposed finished slopes and final floors. Some reclamation has already been done. In the spring of 2002, the entire South Pit slopes were planted with native grasses (see map on page 34). Since the South Weber Pit is the Gateway of

the City, the landscaped berm will have a mixture of xeriscapes, plants and lawn grass. Xeriscapes is a water-efficient landscape that includes colorful flowers, plants, and trees. Listed below are the mixtures of grasses that will be used for replanting the slopes and final pit floors:

<i>Grass Type</i>	<i>lbs/Acre</i>
Crested Wheat Grass	10-12
Russian Wildrye	12-14
Siberian Wheatgrass	10-12
Elbow Sweet Clover	3-4
Prostrate Kochia	3-4
Brome Grass	8-10

In Phase 1, reclamation is concentrated in mostly in the North Pit. The map on page 35 show the reclamation that takes place in Phase 1. Defined on the map is when the areas are to be reclaimed. In these areas, washed fines will be placed on the slopes and the floors of the pit. After the washed fines are graded, these slopes and floors will be planted with grasses.

In Phase 2, the map on page 36 shows the locations that will be reclaimed. Defined on the map is where the areas are to be reclaimed. In these areas, washed fines will be placed on the slopes and the floors of the pit. After the washed fines are graded, these slopes and floors will be planted with grasses.

In Phase 3, the map on page 37 shows the locations that will be reclaimed. Defined on the map is where the areas are to be reclaimed. In these areas, washed fines will be placed on the slopes and the floors of the pit. After the washed fines are graded, these slopes and floors will be planted with grasses.

Summary

In conclusion, South Weber Pit concrete aggregate would last an estimated 21 years. Watering the slopes and the pit seems to be the best method for dust control. A lot of things could be done after the mining has finished. The pit could be sold and filled in with water to make a lake, or the pit could be made into a business park. The possibilities are endless for what the South Weber Pit could be after the mining and reclamations have ended.

Maps

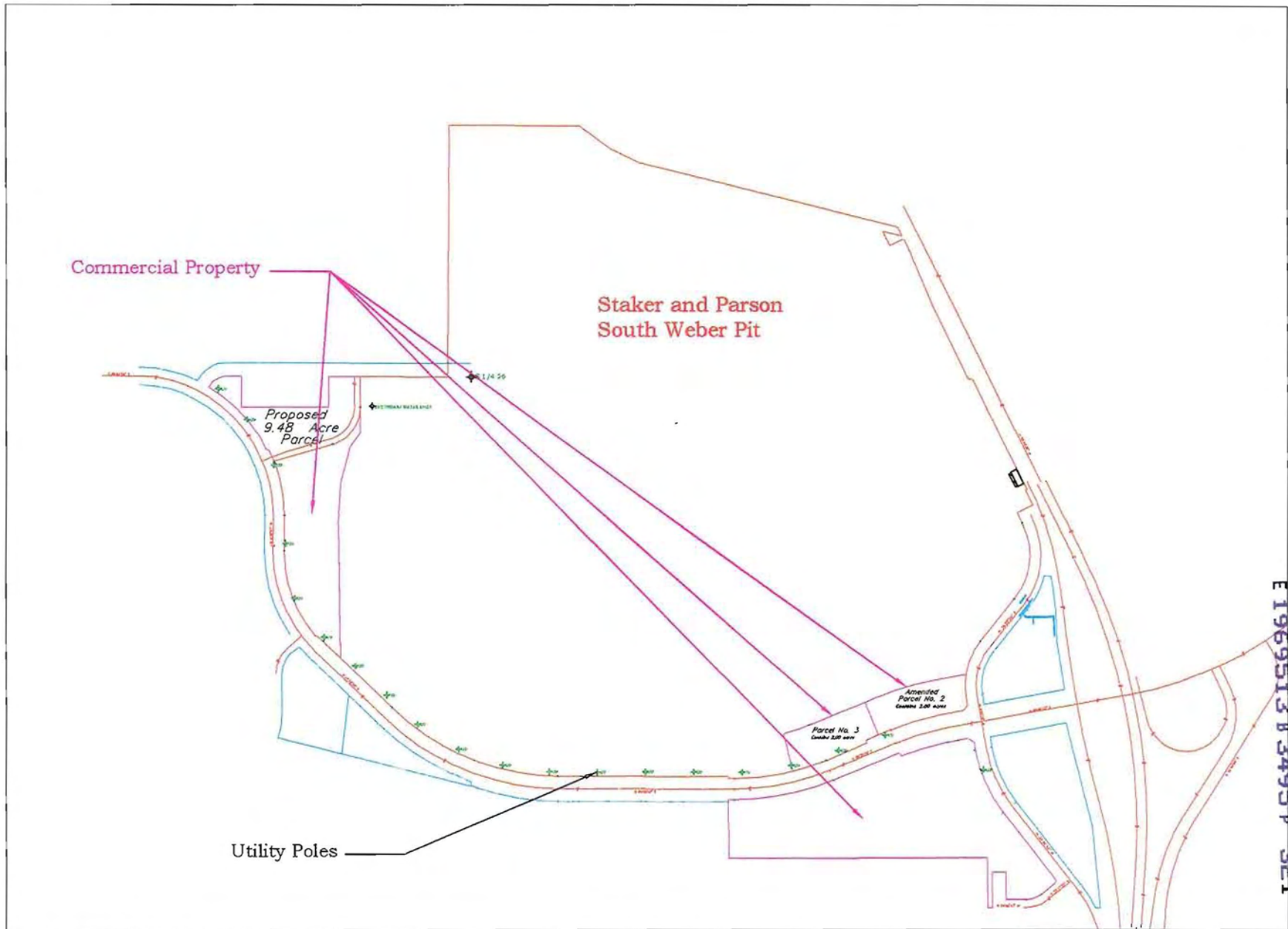
E 1969513 B 3495 P 319



Notes:
As September 13, 2003

Staker and Parson Companies

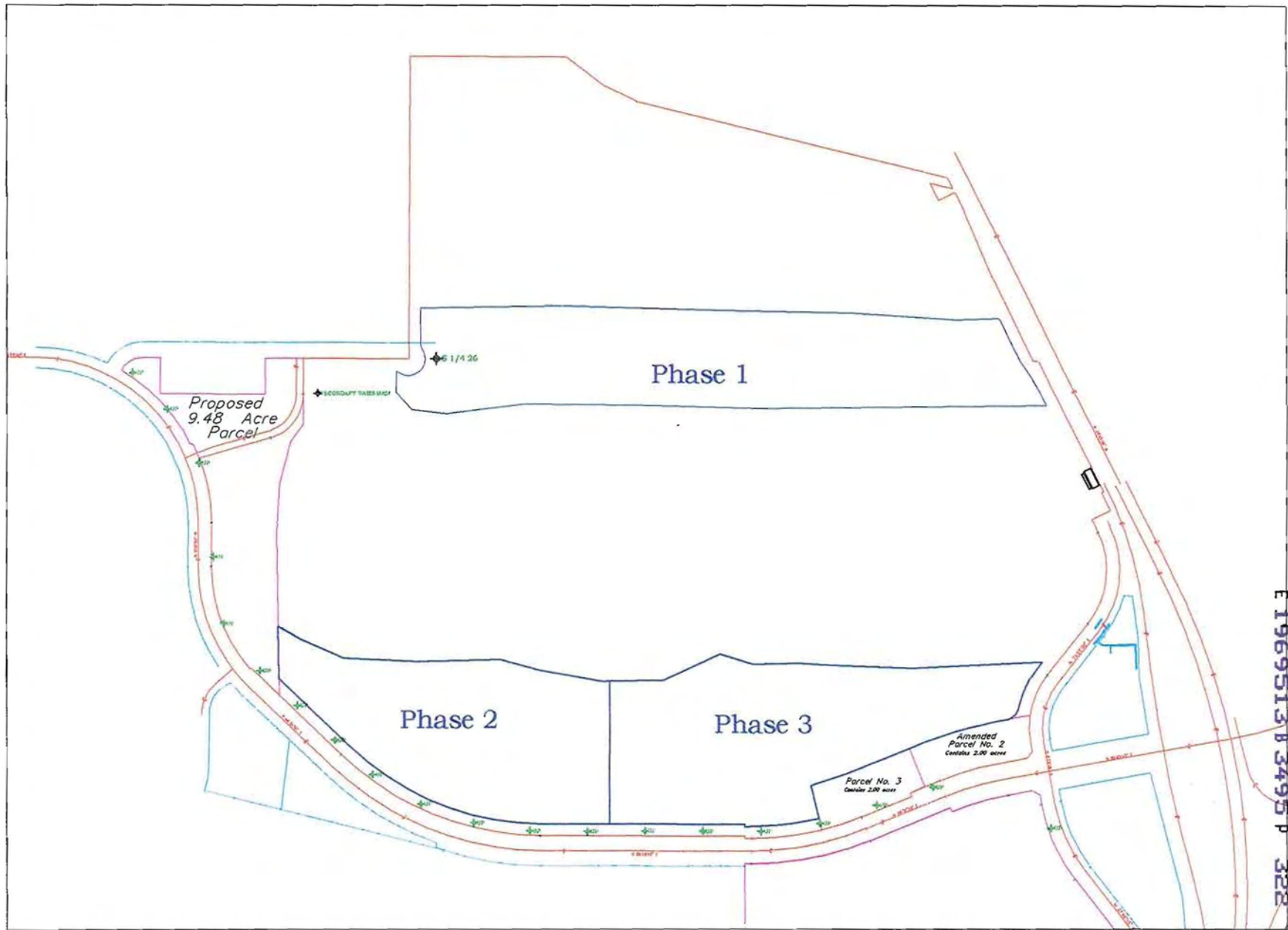
Project: South Weber Mine Plan
Drawing: Existing Topography
Date: May 15, 2003
Scale: 1:600



6

Notes:
Commercial Property

Staker and Parson Companies
Project: South Weber Mine Plan
Drawing: Site Map
Date: May 15, 2003

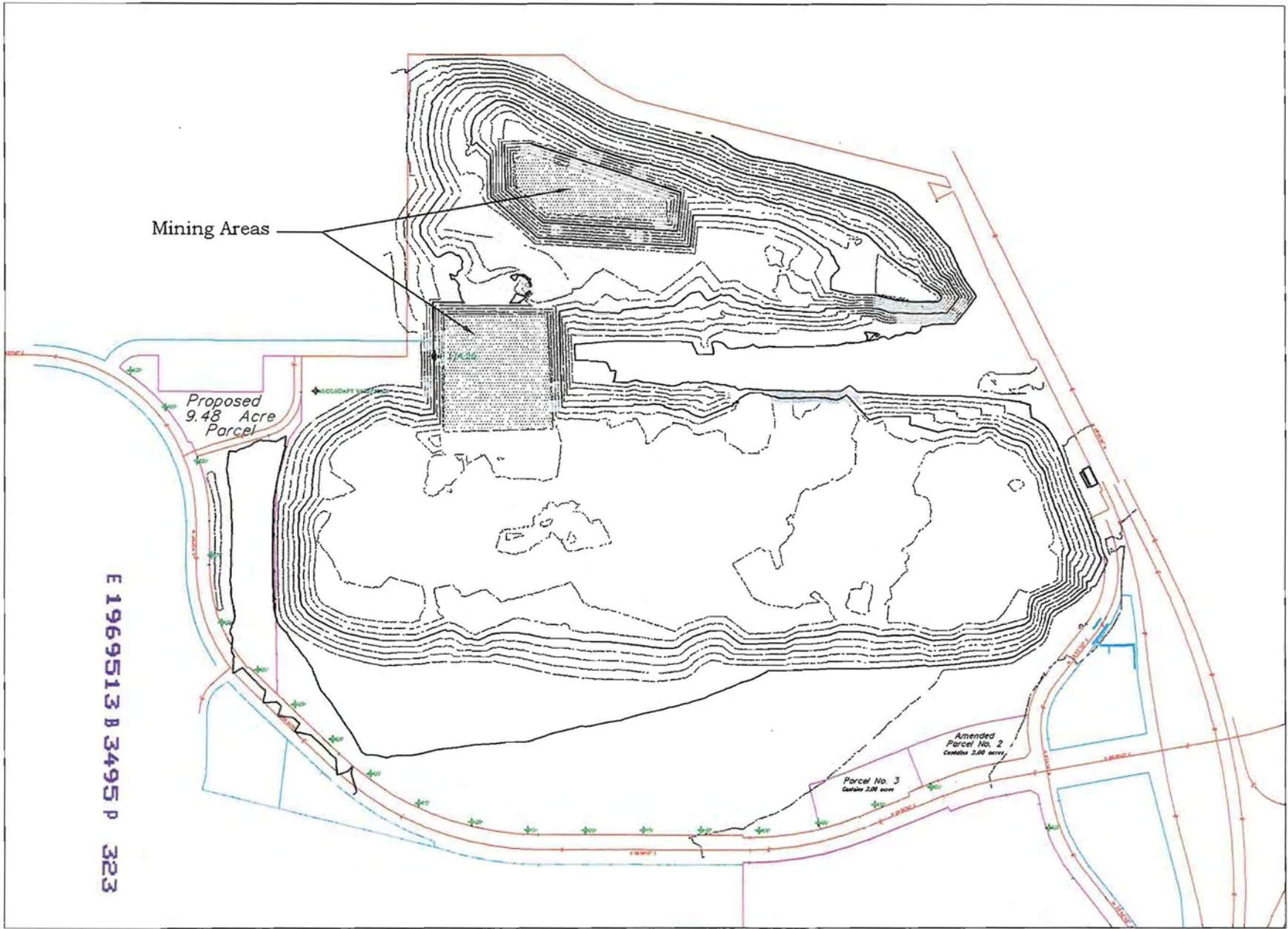


10

Notes:
Phase Map

Staker and Parson Companies

Project: South Weber Mine Plan
 Drawing: Phase Map
 Date: May 15, 2003
 Scale: 1:600



Notes:
Phase 1
Year 1

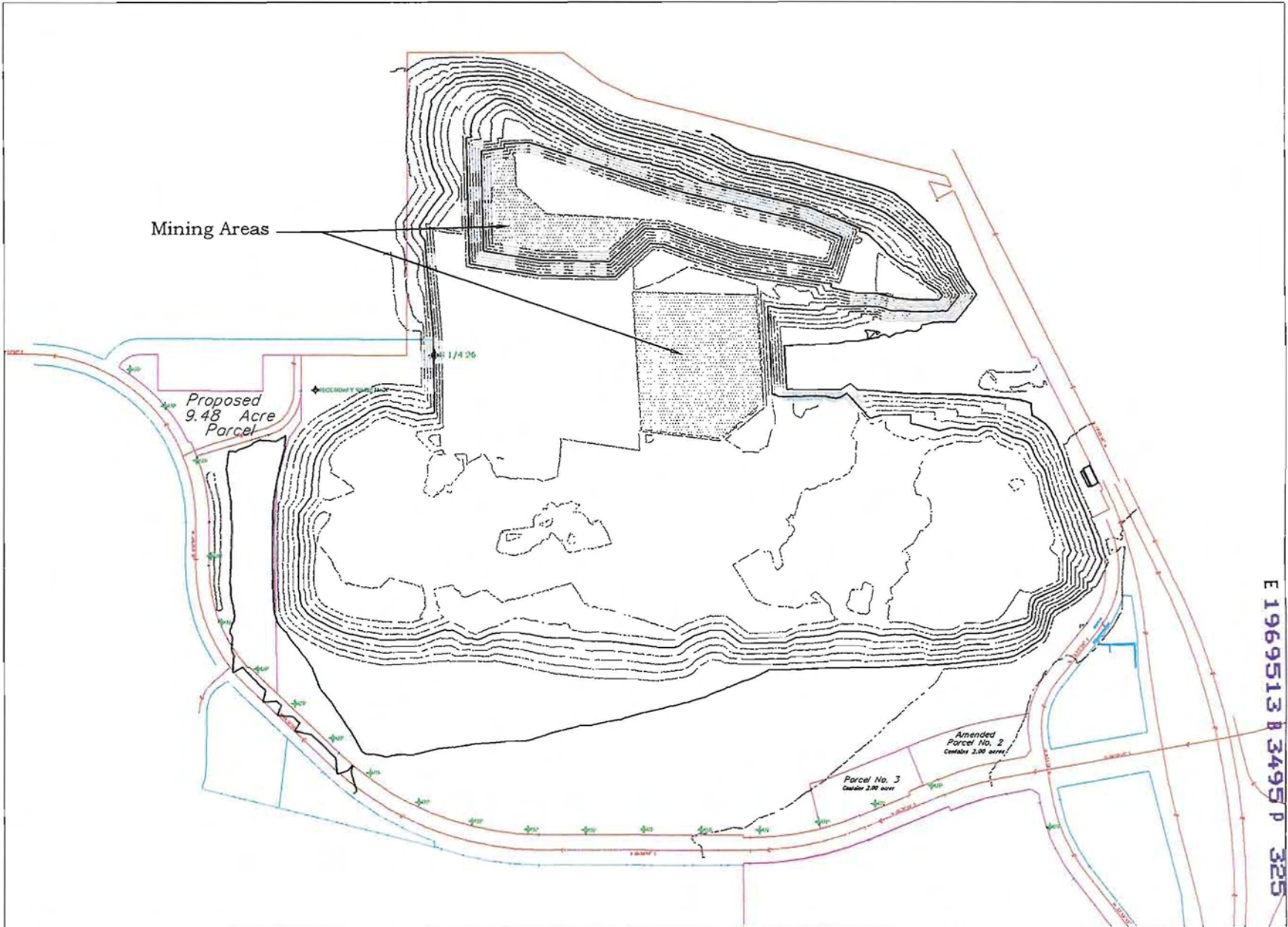
Staker and Parson Companies

Project: South Weber Mine Plan
Drawing: Mining Plan
Date: May 15, 2003
Scale: 1:600



Notes:
 Phase 1
 Year 2

Staker and Parson Companies
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 Drawing: Mining Plan
 Date: May 15, 2003
 Scale: 1:600

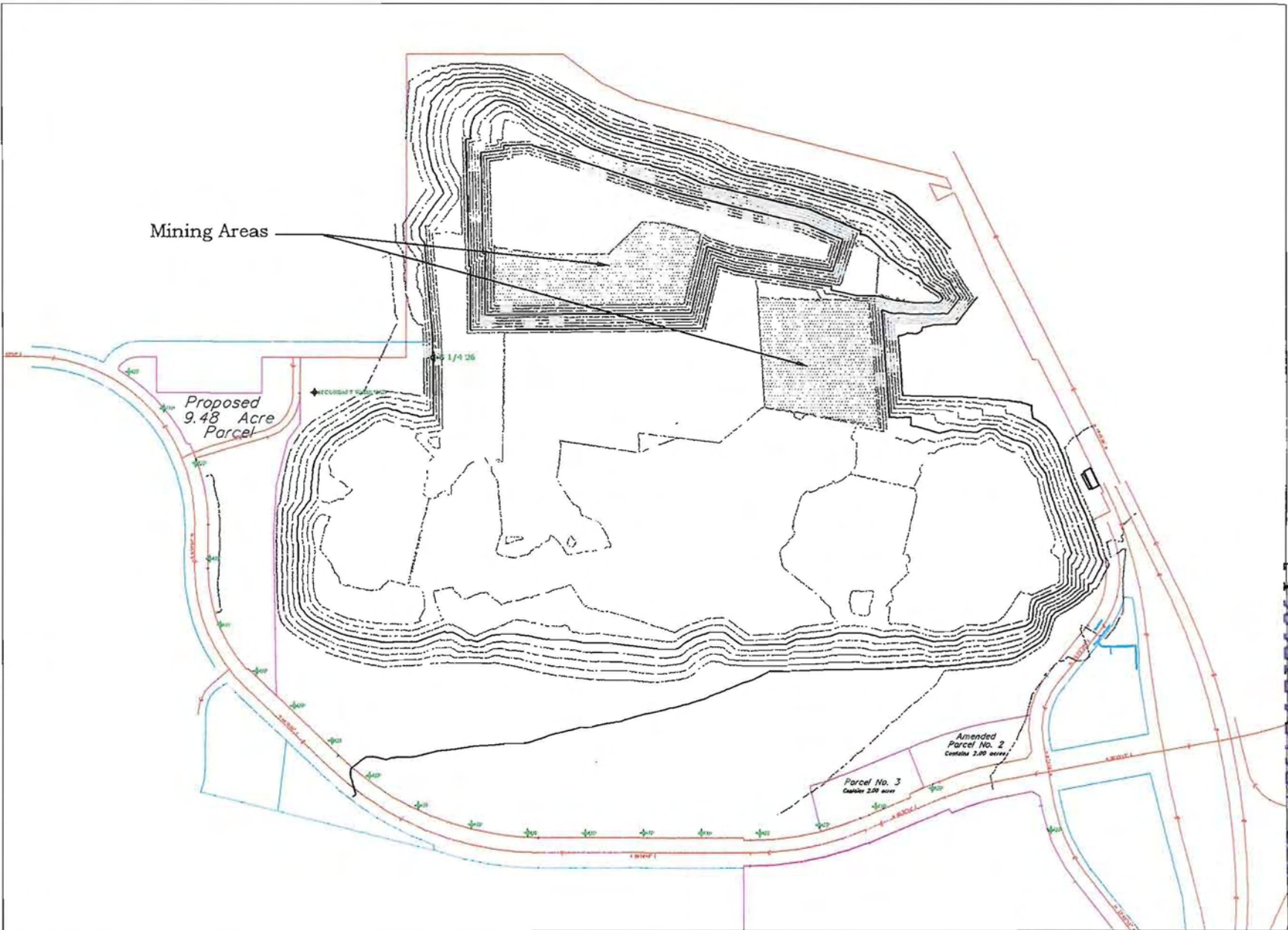


Notes:
Phase 1
Year 3

Staker and Parson Companies

Project: South Weber Mine Plan
Drawing: Mining Plan
Date: May 15, 2003
Scale: 1:600

E 19695131 3495 P 326



Mining Areas

Proposed
9.48 Acre
Parcel

1/4 25

Amended
Parcel No. 2
Contains 1.00 acres

Parcel No. 3
Contains 1.00 acres

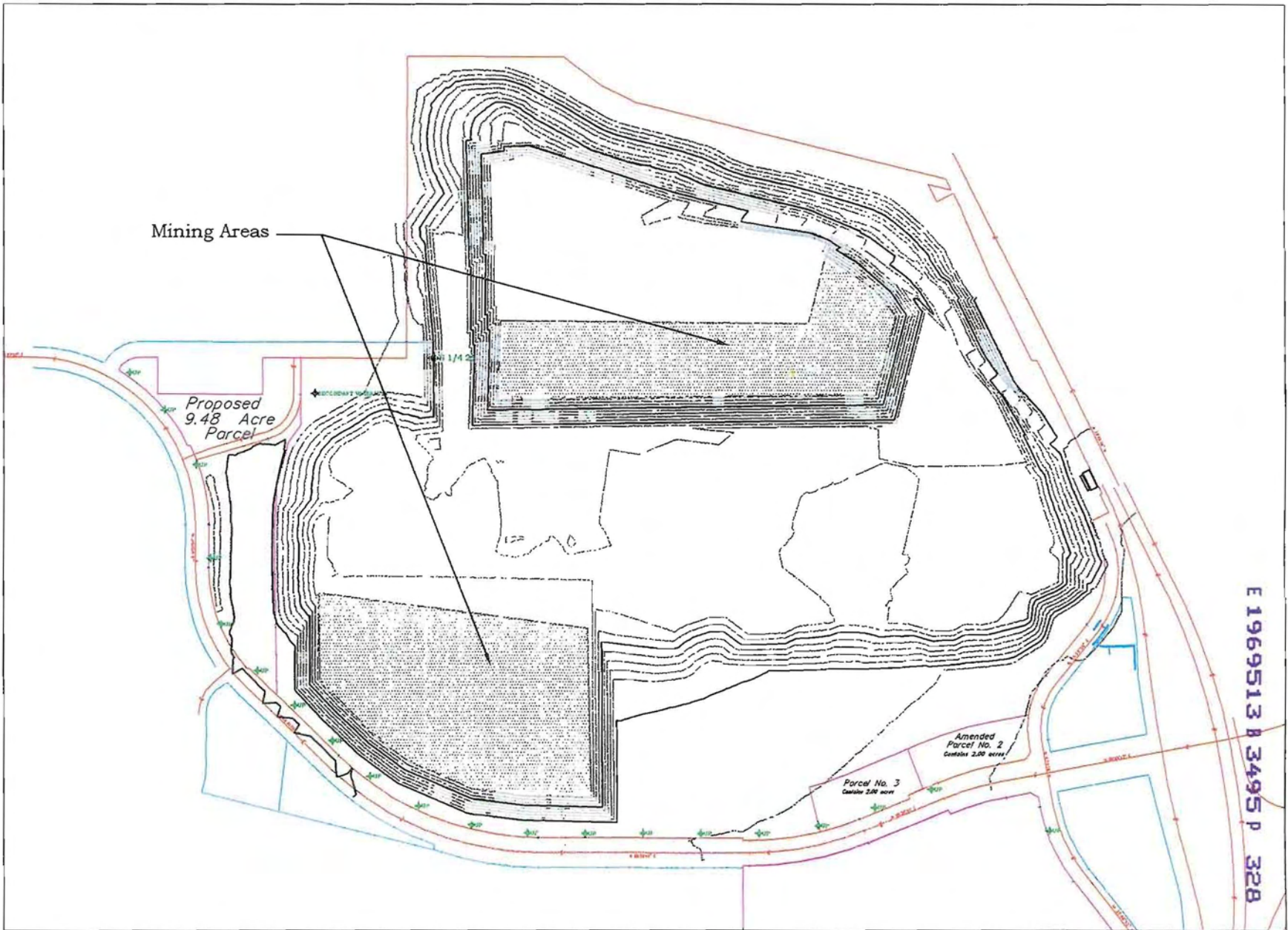
Notes:
Phase 1
Year 4

Staker and Parson Companies
Project: South Weber Mine Plan
Drawing: Mining Plan
Date: May 15, 2003
Scale: 1:600



Notes:
 Phase 1
 Year 5

Staker and Parson Companies
 Project: South Weber Mine Plan
 Drawing: Mining Plan
 Date: May 15, 2003
 Scale: 1:600

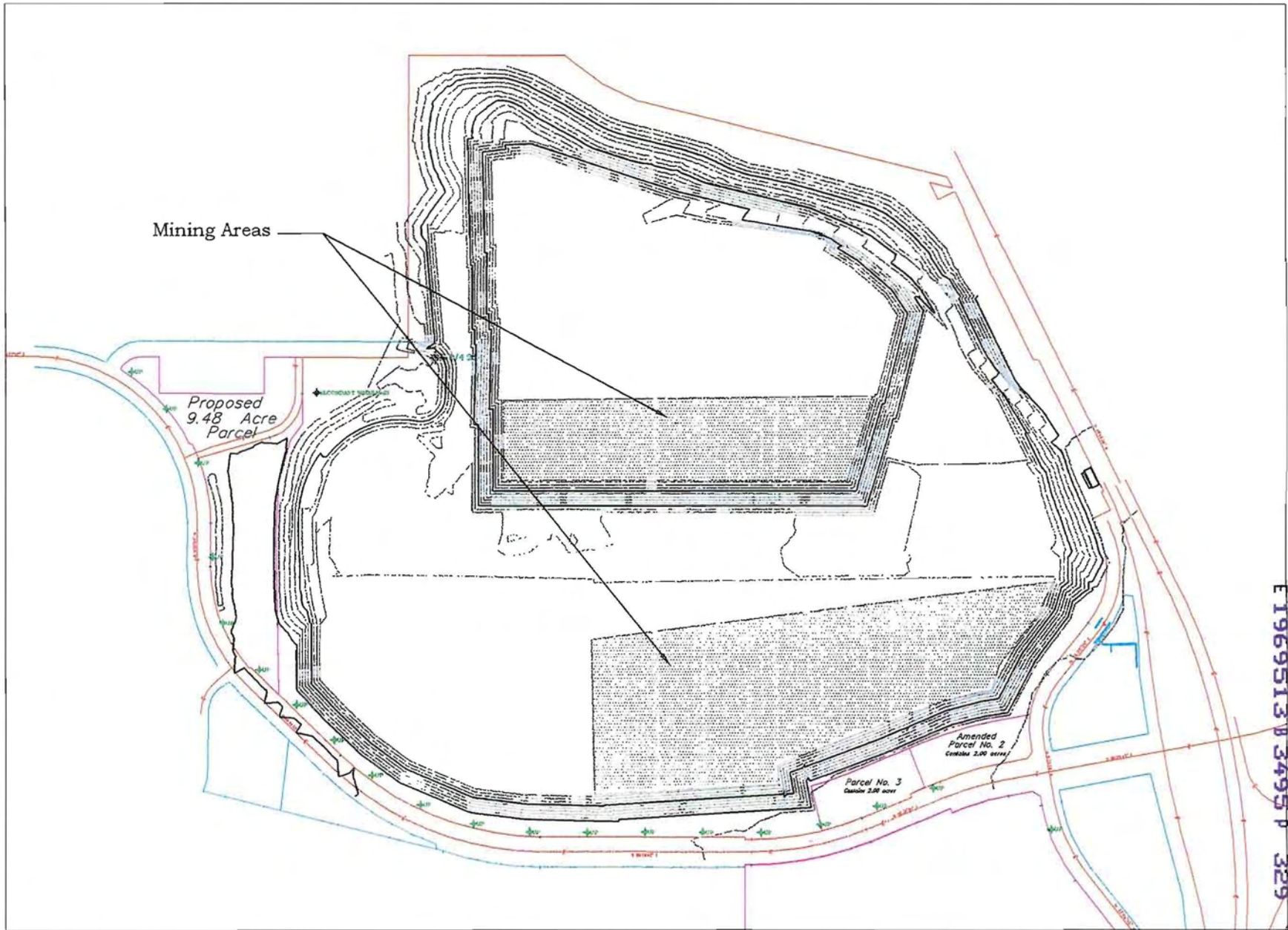


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Notes:
Phase 2
Year 13

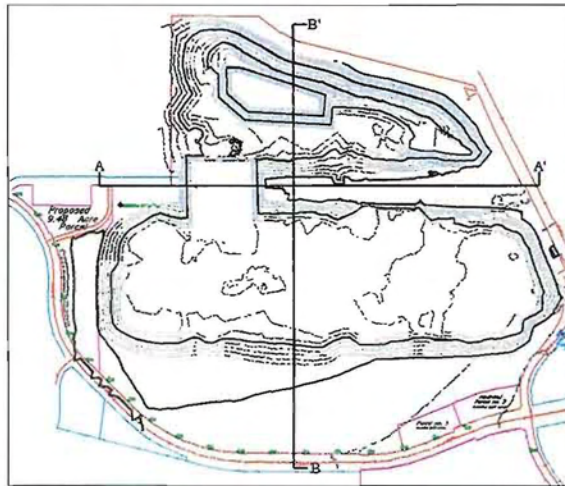
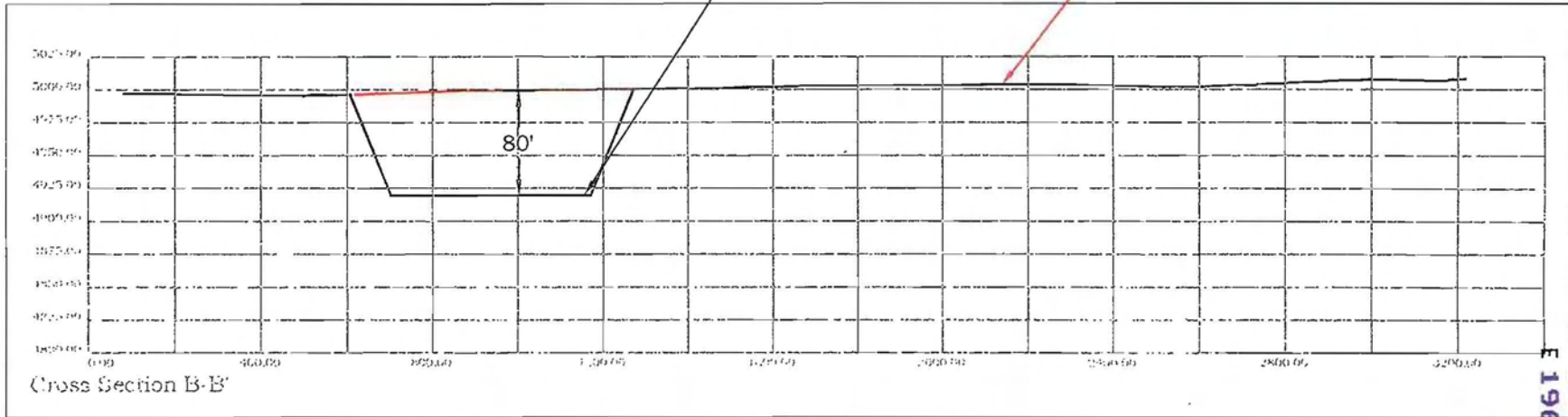
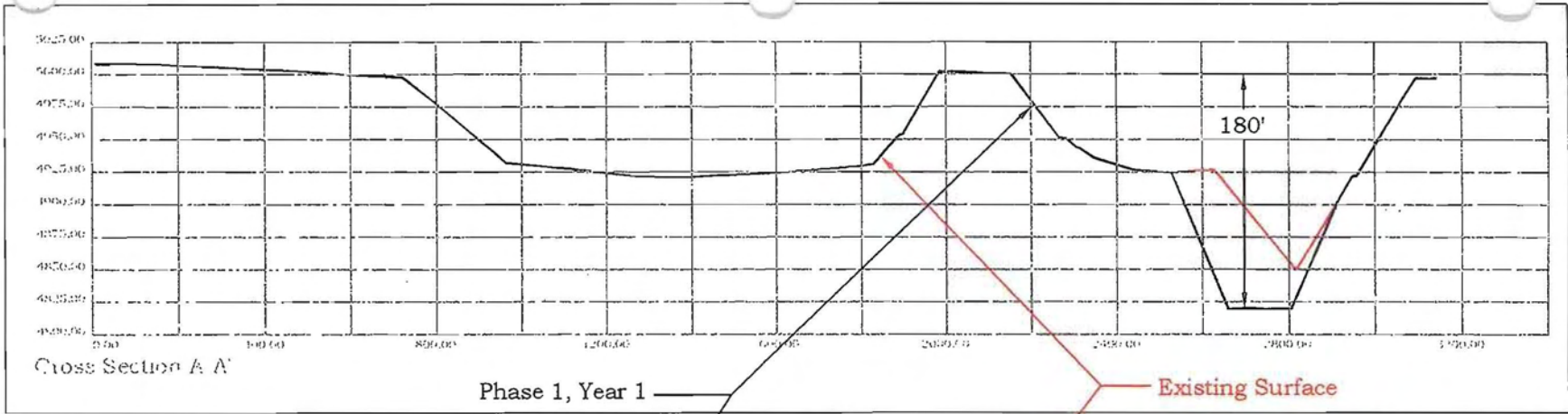
Staker and Parson Companies

Project: South Weber Mine Plan
Drawing: Mining Plan
Date: May 15, 2003
Scale: 1:600



Notes:
 Phase 3
 Year 21

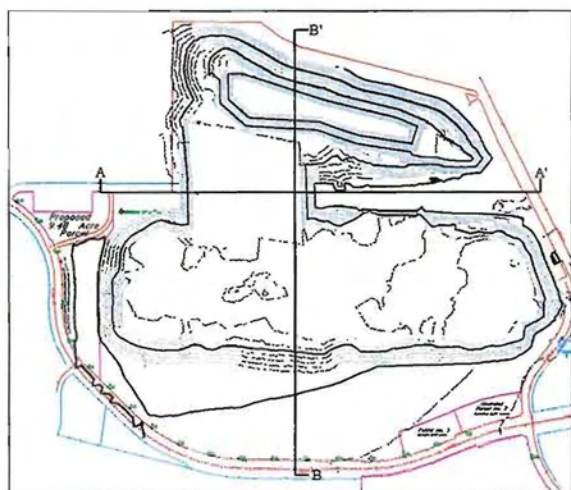
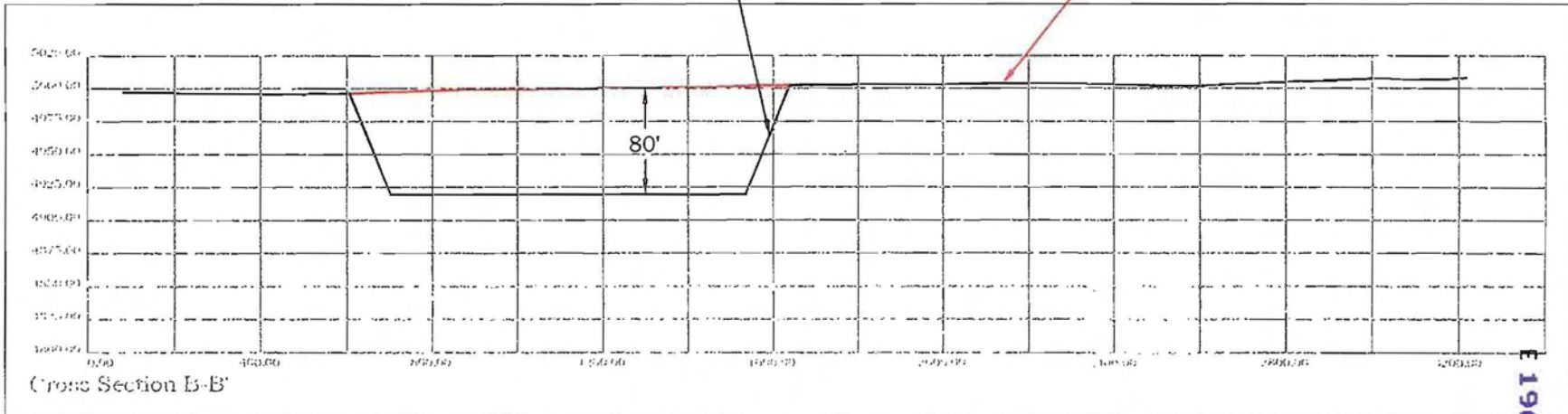
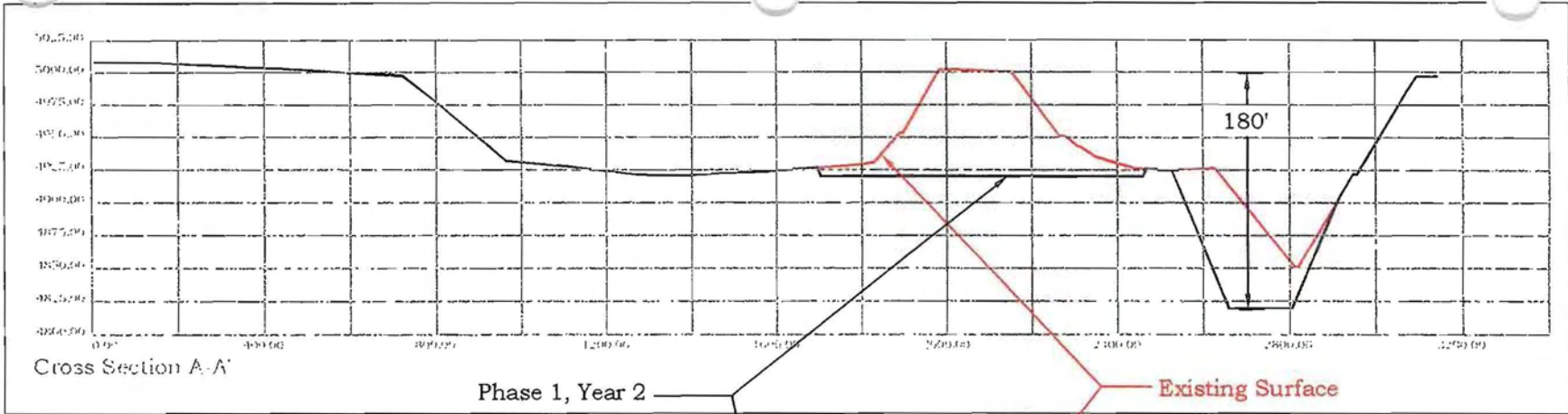
Staker and Parson Companies
 Project: South Weber Mine Plan
 Drawing: Mining Plan
 Date: May 15, 2003
 Scale: 1:600



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Notes:
 Elevations are Not Actual,
 Elevations are in Mine Coordinates
 Ending Elevation: 4820

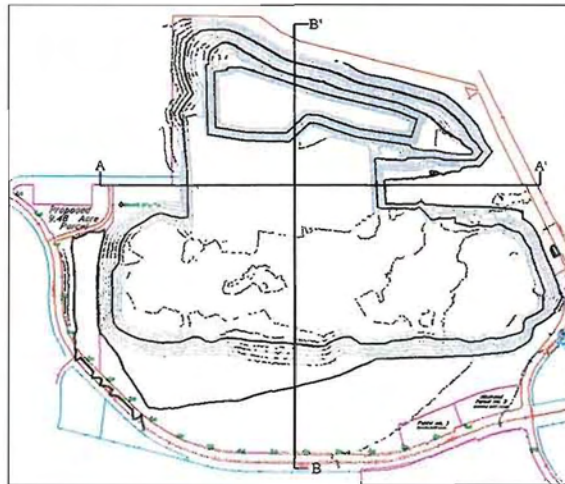
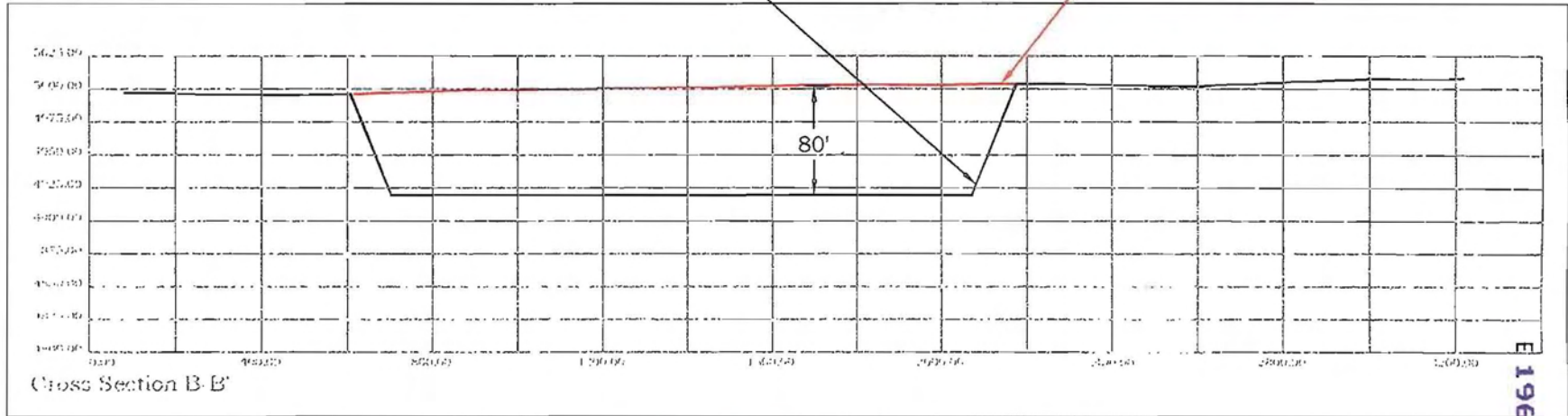
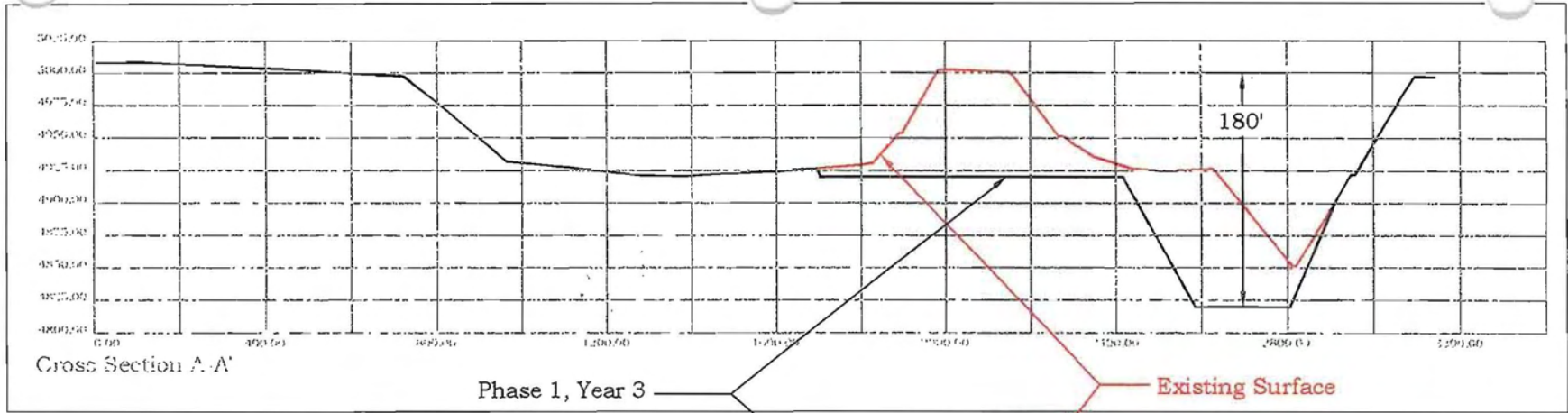
Staker and Parson Companies
 Project: South Weber Mine Plan
 Drawing: Cross Section Phase 1, Year 1
 Date: May 15, 2003
 Scale: 1:600



Notes:
 Elevations are Not Actual,
 Elevations are in Mine Coordinates
 Ending Elevation: 4820

Staker and Parson Companies
 Project: South Weber Mine Plan
 Drawing: Cross Section Phase 1, Year 2
 Date: May 15, 2003
 Scale: 1:600

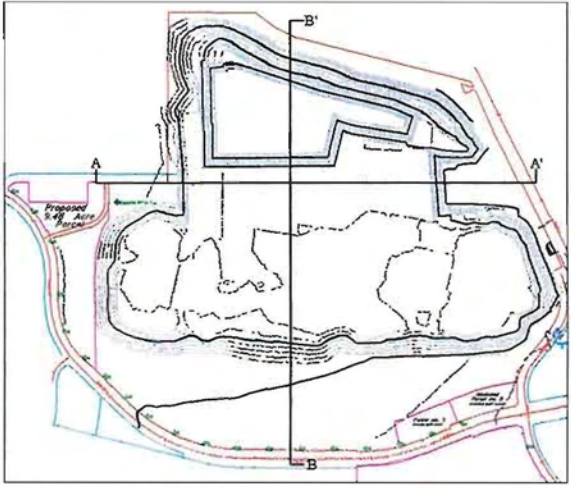
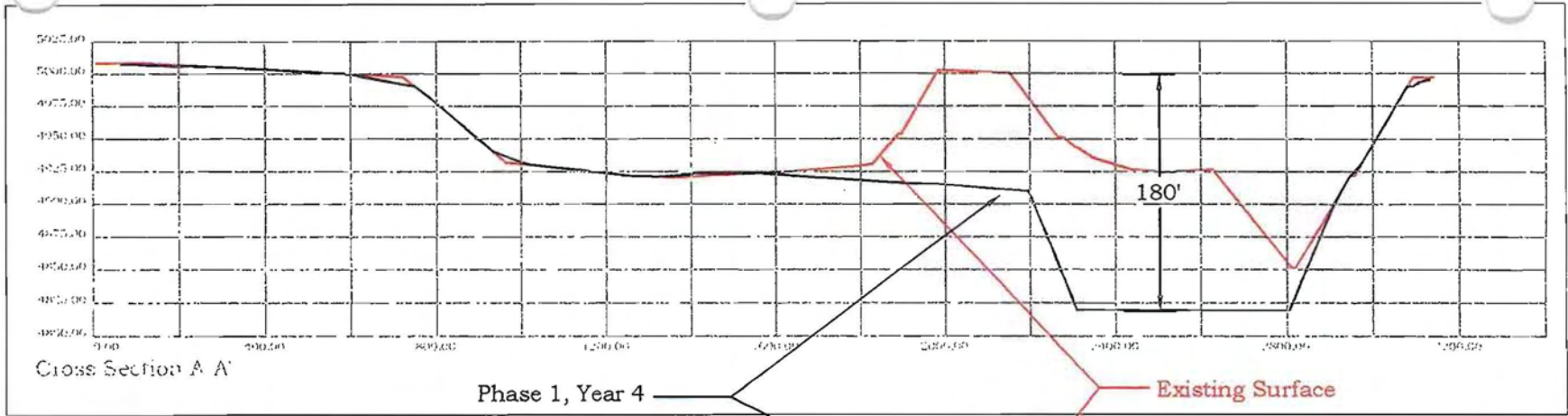
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Notes:
 Elevations are Not Actual,
 Elevations are in Mine Coordinates
 Ending Elevation: 4820

Staker and Parson Companies
 Project: South Weber Mine Plan
 Drawing: Cross Section Phase 1, Year 3
 Date: May 15, 2003
 Scale: 1:600

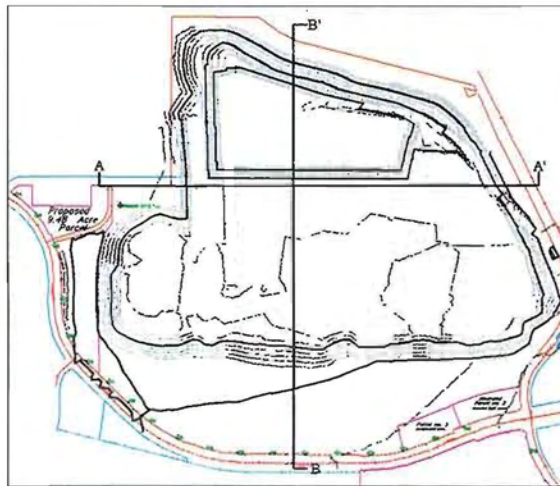
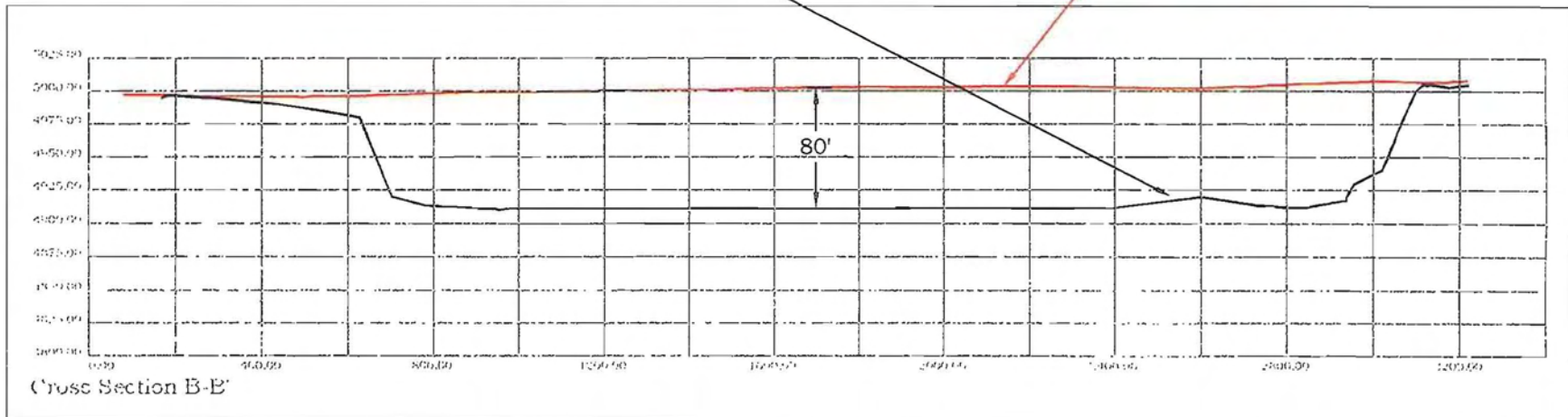
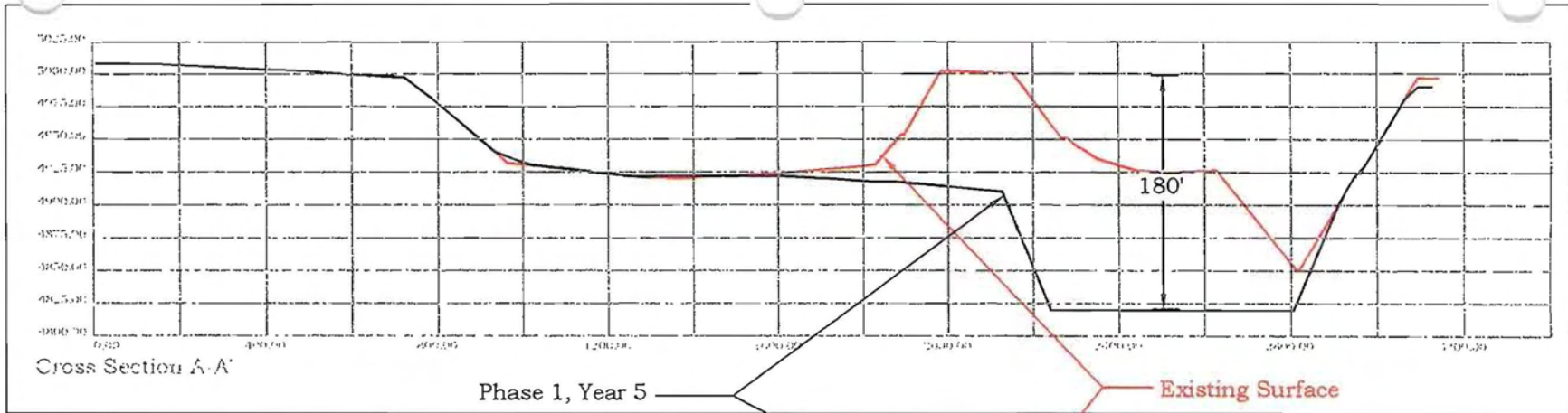
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Notes:
 Elevations are Not Actual,
 Elevations are in Mine Coordinates
 Ending Elevation: 4820

Staker and Parson Companies
 Project: South Weber Mine Plan
 Drawing: Cross Section Phase 1, Year 4
 Date: May 15, 2003
 Scale: 1:600

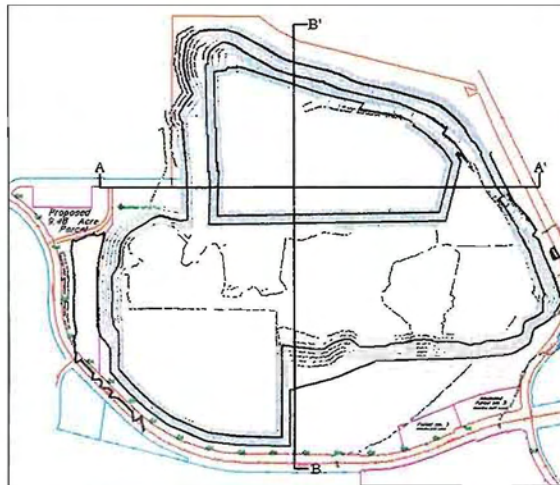
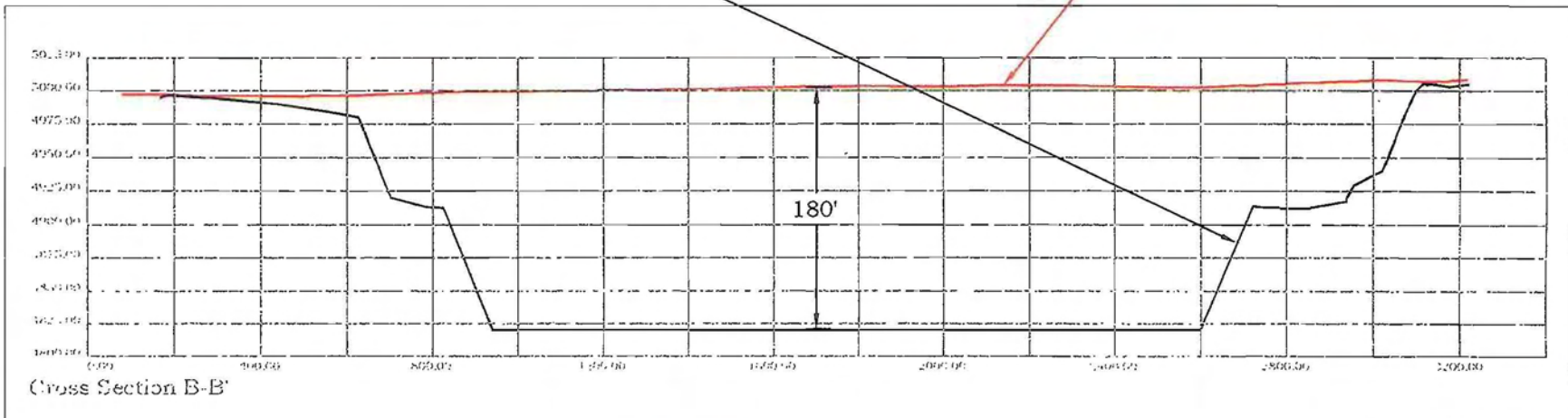
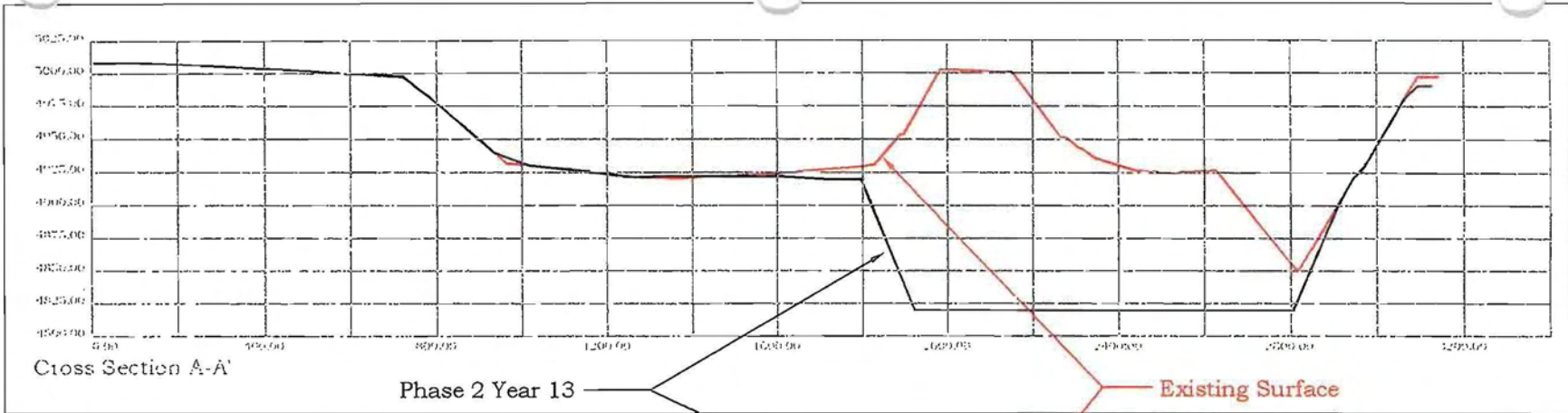
E 1969513 B 3495 P 333



Notes:
 Elevations are Not Actual,
 Elevations are in Mine Coordinates
 Ending Elevation: 4820

Staker and Parson Companies
 Project: South Weber Mine Plan
 Drawing: Cross Section Phase 1, Year 5
 Date: May 15, 2003
 Scale: 1:600

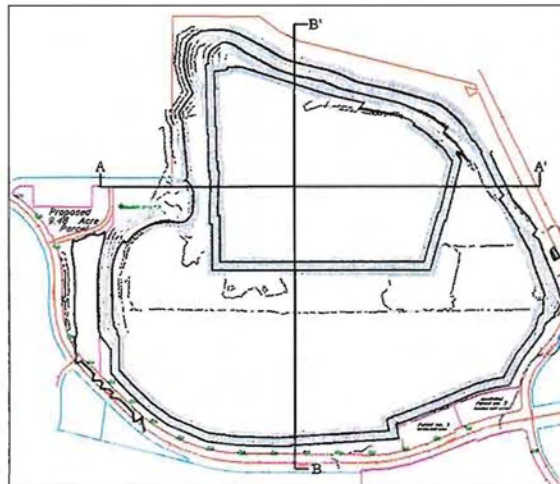
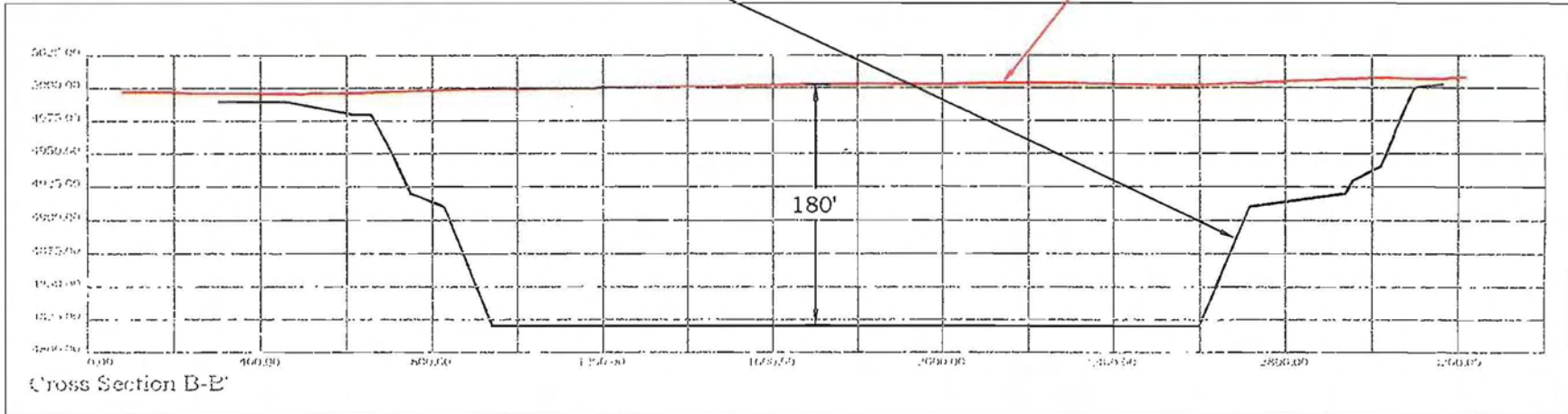
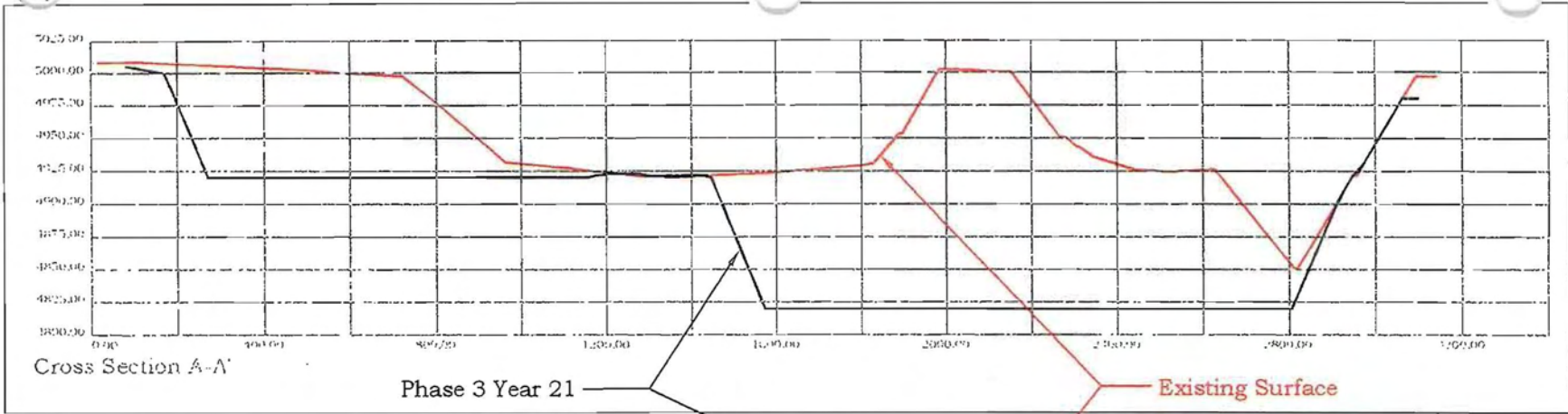
E 1969513 R 3495 P 334



Notes:
 Elevations are Not Actual,
 Elevations are in Mine Coordinates
 Ending Elevation: 4820

Staker and Parson Companies
 Project: South Weber Mine Plan
 Drawing: Cross Section End of Phase 2
 Date: May 15, 2003
 Scale: 1:600

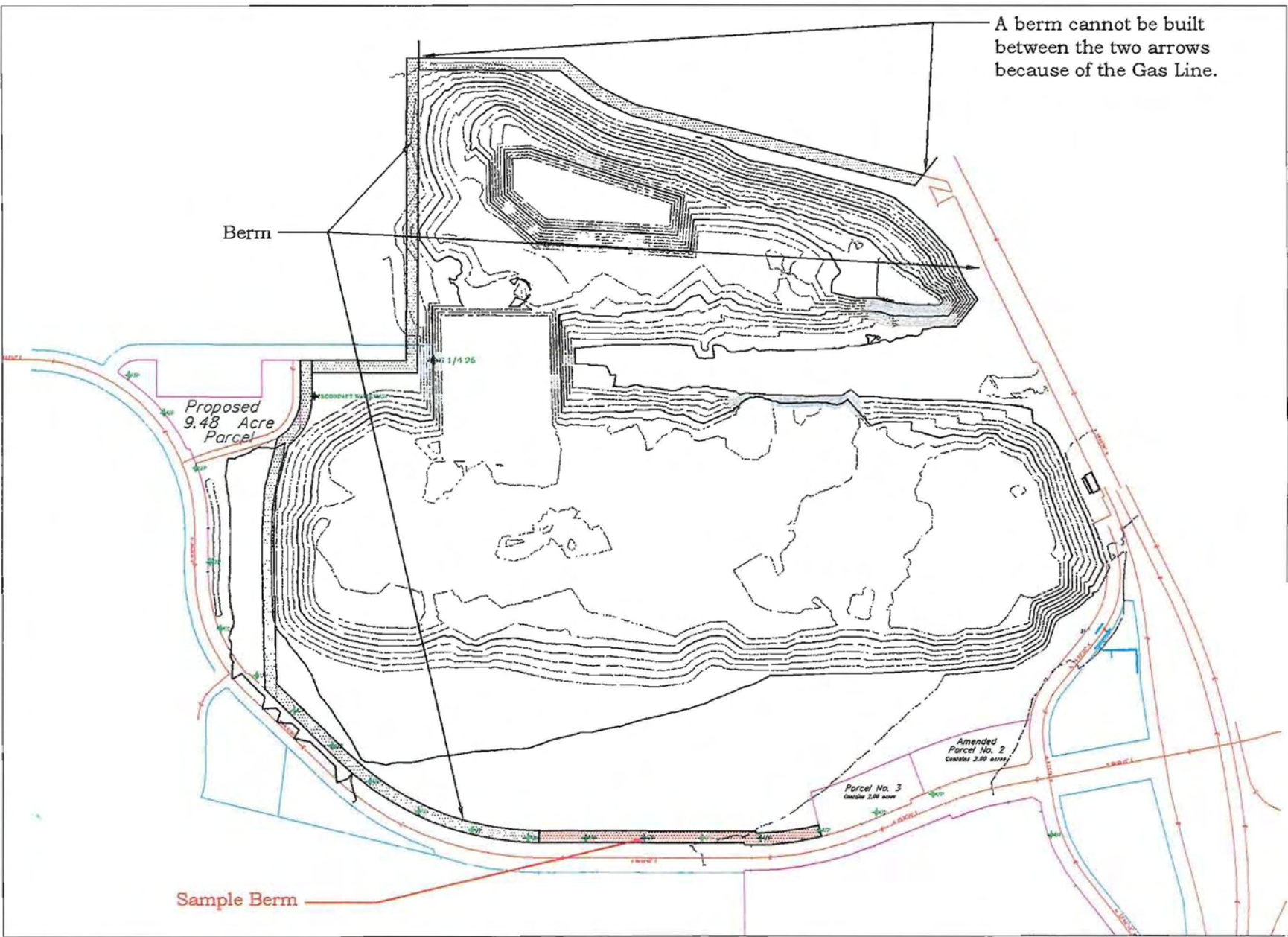
E 1969513 B 3495 P 335



Notes:
 Elevations are Not Actual,
 Elevations are in Mine Coordinates
 Ending Elevation: 4820

Staker and Parson Companies
 Project: South Weber Mine Plan
 Drawing: Cross Section End of Phase 3
 Date: May 15, 2003
 Scale: 1:600

E 1969513 P 3495 P 336

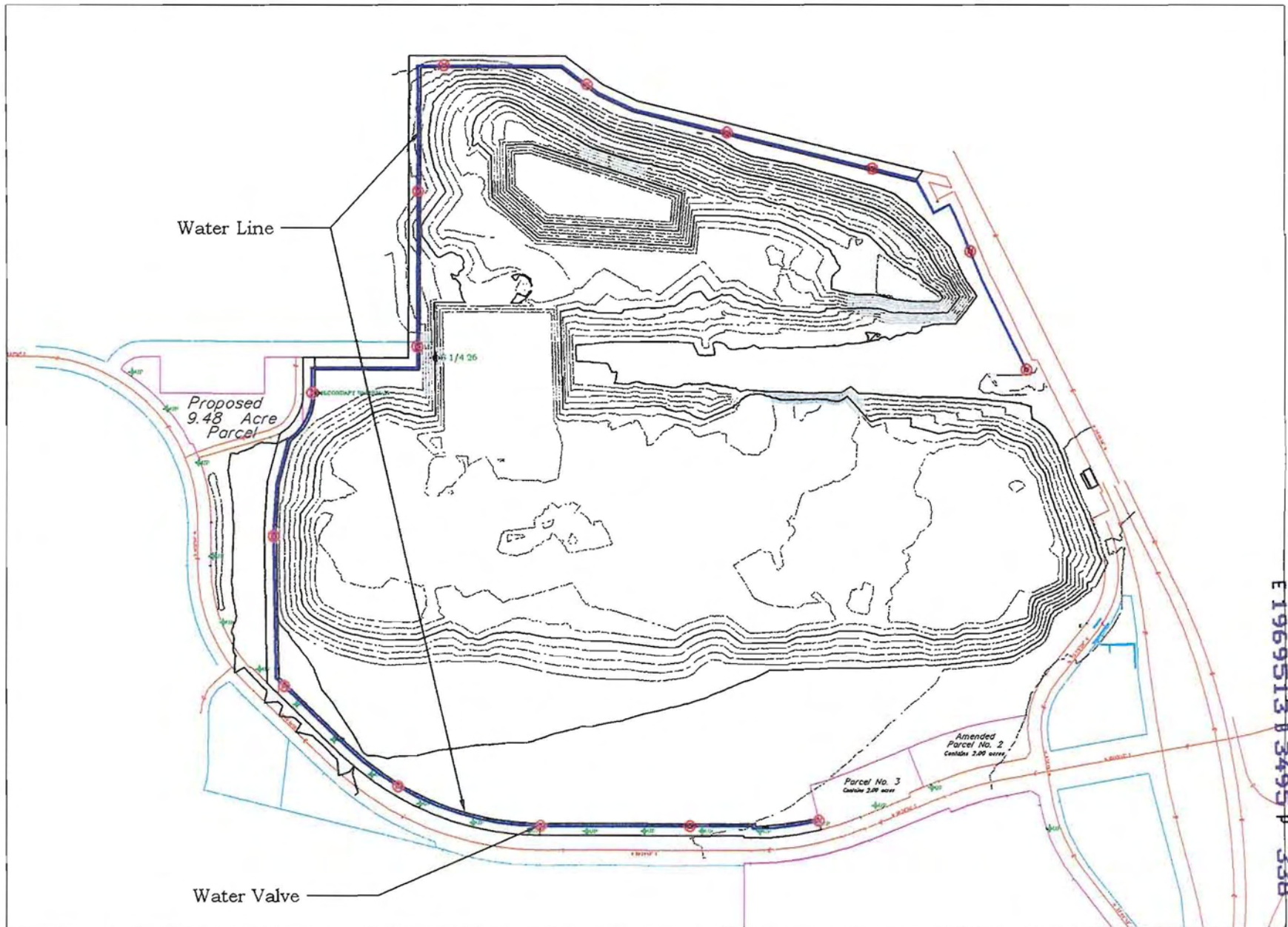


E 1969513 B 3495 P 337

Notes:
 A sample berm will be built, and upon agreement with the South Weber City, the berm will continue around. The berm will vary in height and width around the pit. The Berm will be completed before moving onto Phase 2.

Staker and Parson Companies
 Project: South Weber Mine Plan
 Drawing: Berm
 Date: May 15, 2003
 Scale: 1:600

95

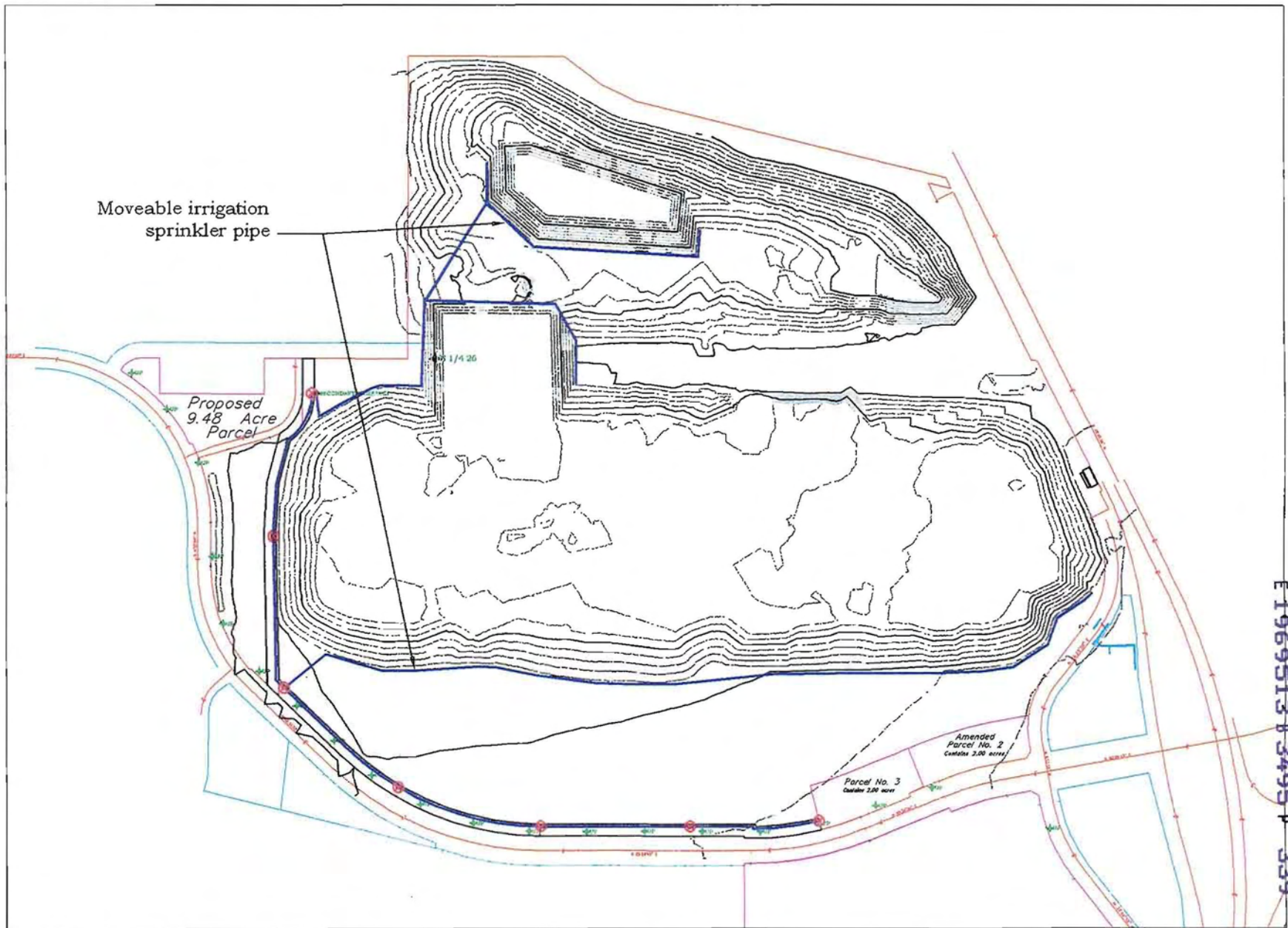


Notes:

A Main Water Line will following the berm around the pit. A valve will be installed every 640' so irrigation sprinkler pipe can be connected to wet the slopes of the pit.

Staker and Parson Companies

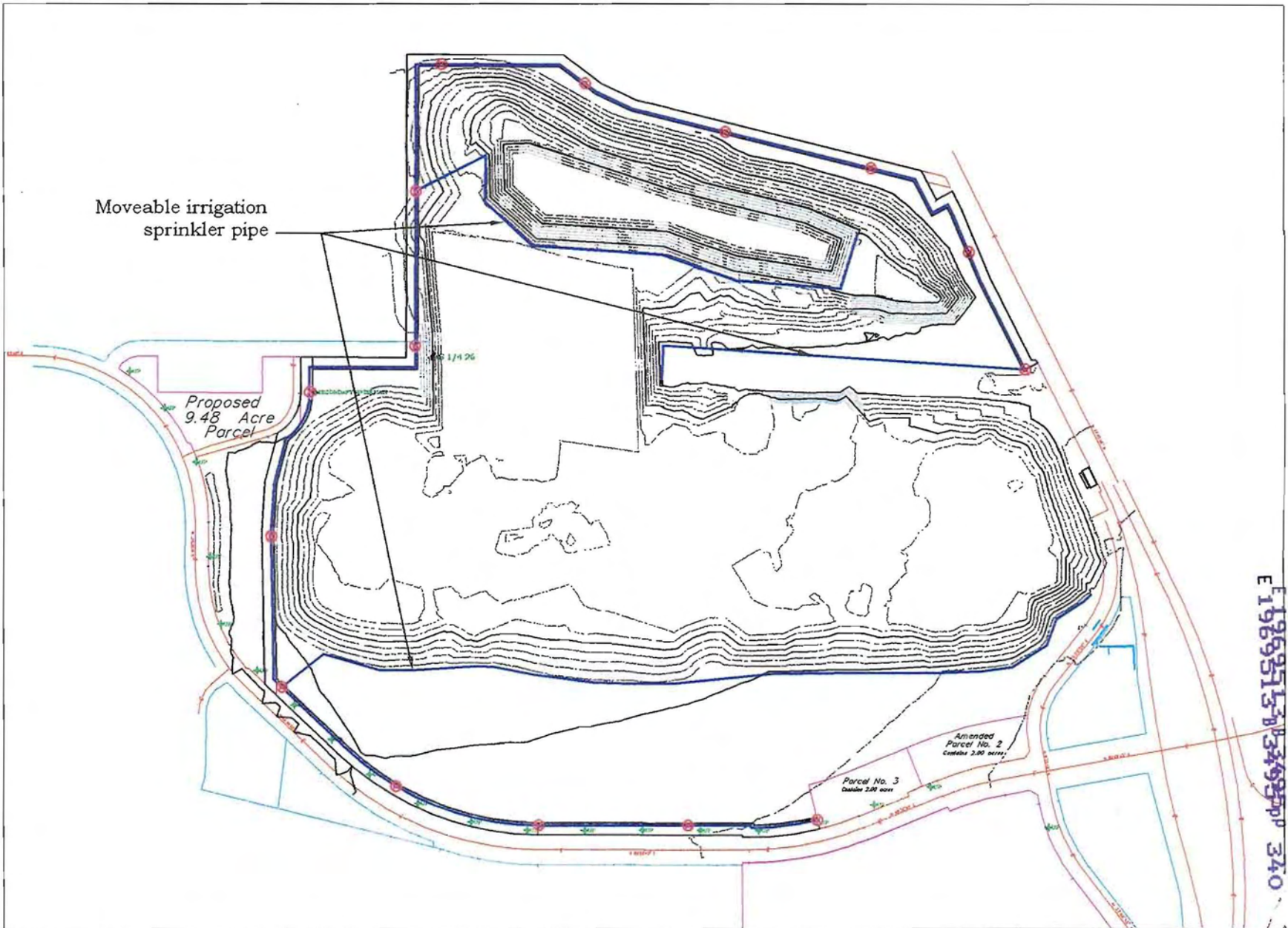
Project: South Weber Mine Plan
 Drawing: Main Waterline
 Date: May 15, 2003
 Scale: 1:600



E 1969513 P 3495 P 339

Notes:
Irrigation sprinkler pipe can be moved
anywhere it is needed.

Staker and Parson Companies
Project: South Weber Mine Plan
Drawing: Dust Control Year 1
Date: May 15, 2003
Scale: 1:600



Moveable irrigation
sprinkler pipe

Proposed
9.48 Acre
Parcel

1/4 26

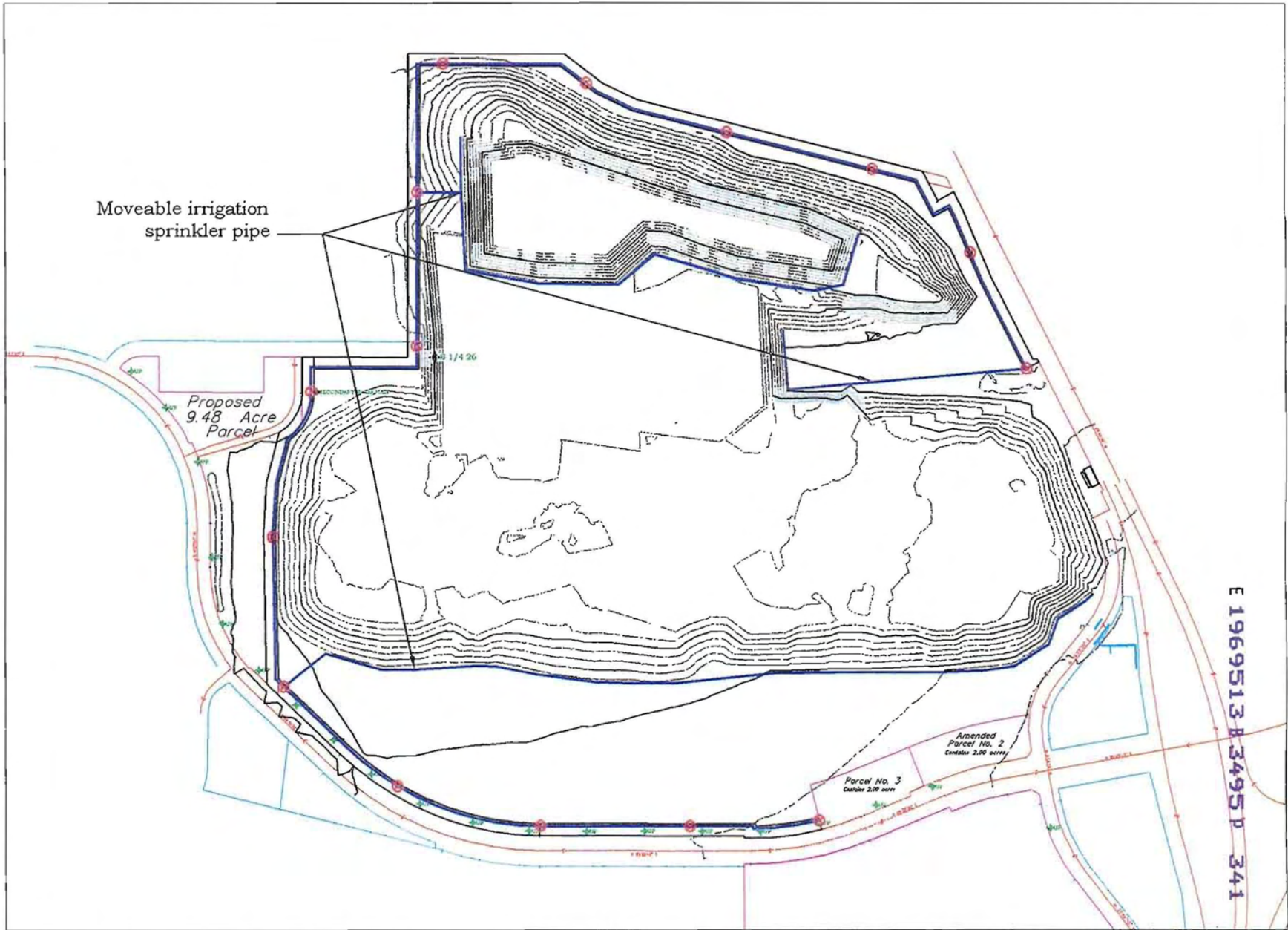
Parcel No. 3
2.00 acres

Amended
Parcel No. 2
2.00 acres

E198951531349870 340

Notes:
Irrigation sprinkler pipe can be moved
anywhere it is needed.

Staker and Parson Companies
Project: South Weber Mine Plan
Drawing: Dust Control Year 2
Date: May 15, 2003
Scale: 1:600



Moveable irrigation
sprinkler pipe

Proposed
9.48 Acre
Parcel

Amended
Parcel No. 2
Contains 2.00 acres

Parcel No. 3
Contains 2.00 acres

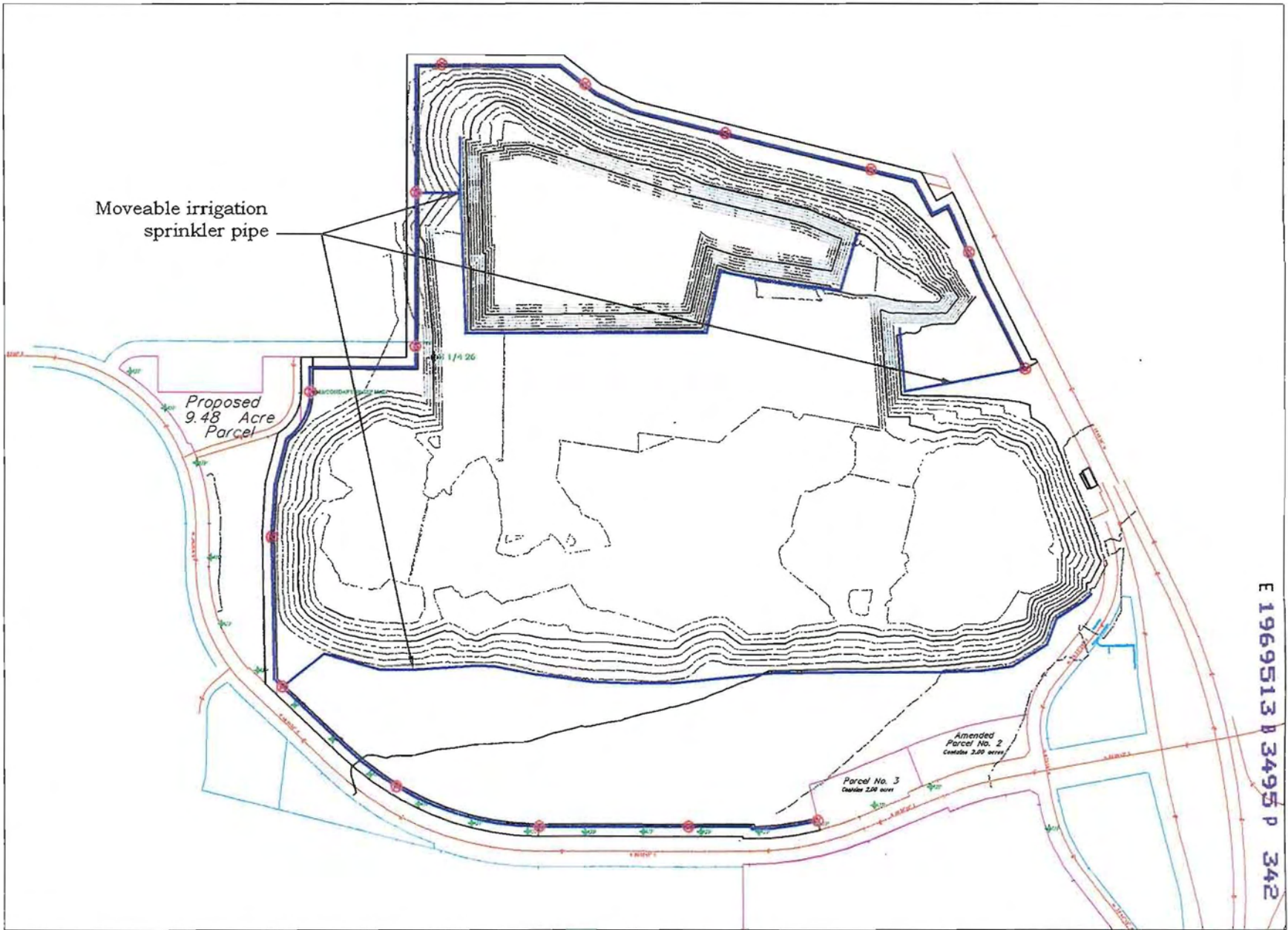
E 1969513 H 3495 P 341

Notes:
Irrigation sprinkler pipe can be moved
anywhere it is needed.

Staker and Parson Companies

Project: South Weber Mine Plan
Drawing: Dust Control Year 3
Date: May 15, 2003
Scale: 1:600

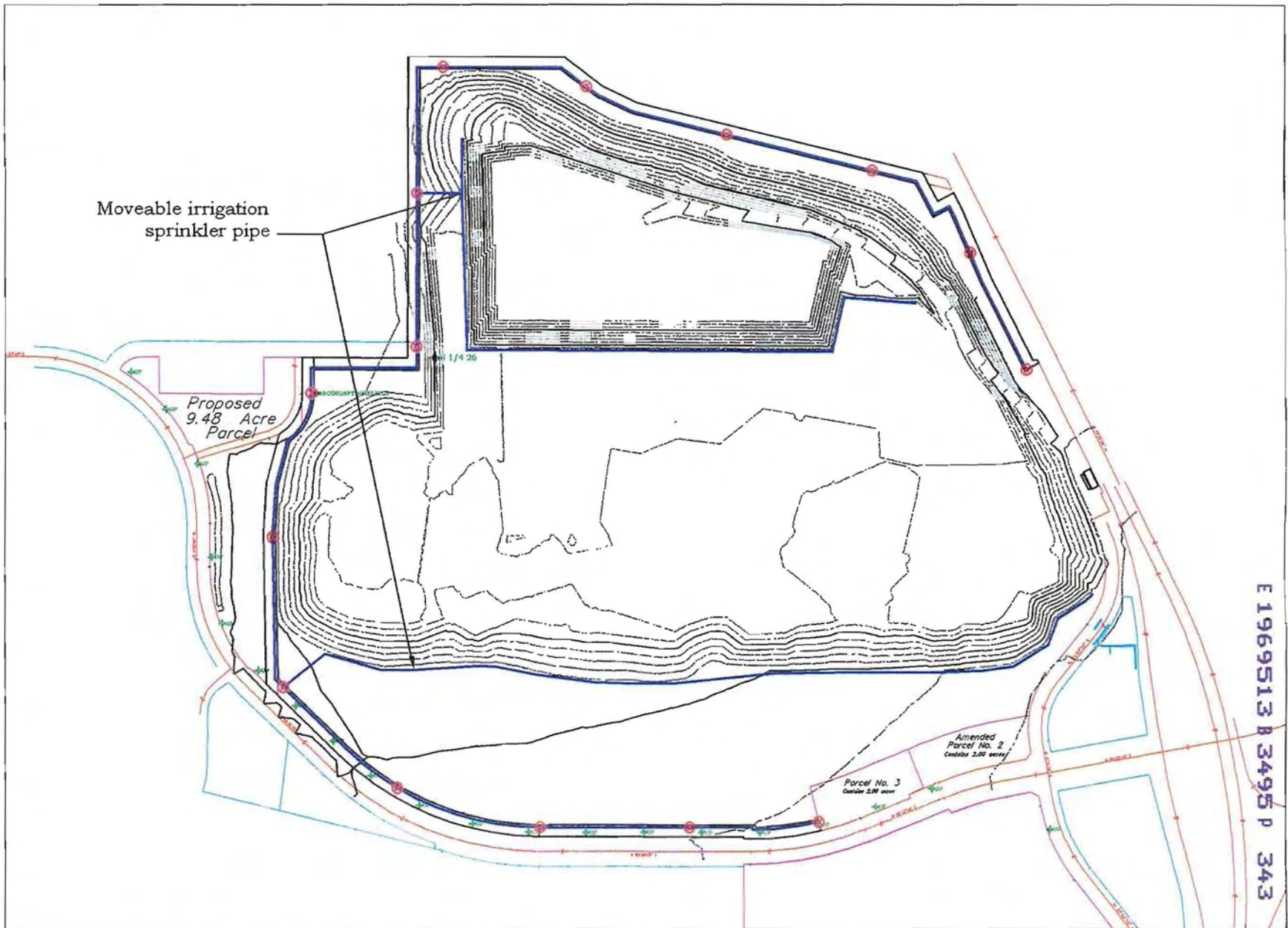
E 1969513



Notes:
Irrigation sprinkler pipe can be moved
anywhere it is needed.

Staker and Parson Companies

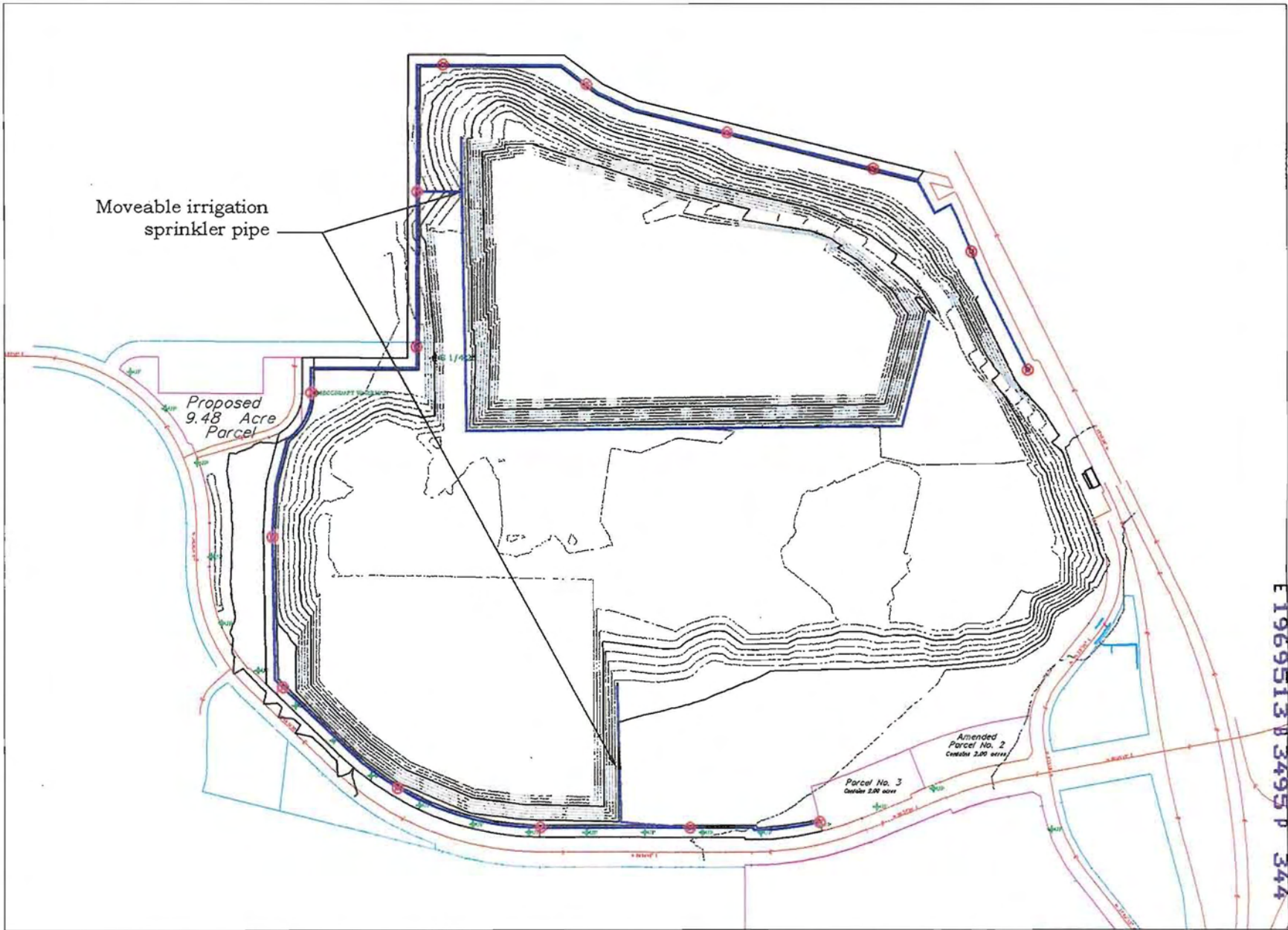
Project: South Weber Mine Plan
Drawing: Dust Control Year 4
Date: May 15, 2003
Scale: 1:600



Notes:
Irrigation sprinkler pipe can be moved
anywhere it is needed.

Staker and Parson Companies

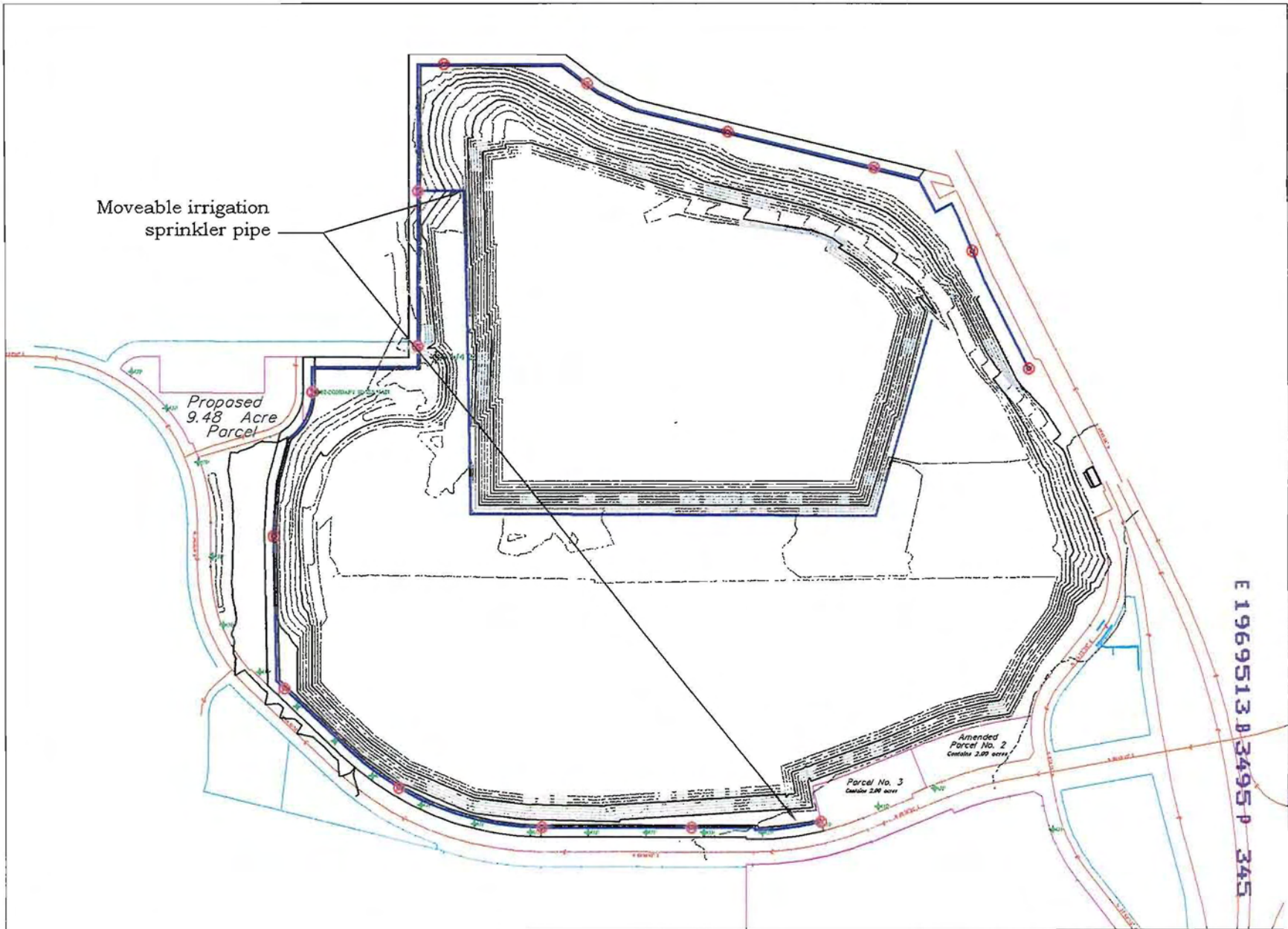
Project: South Weber Mine Plan
Drawing: Dust Control Year 5
Date: May 15, 2003
Scale: 1:600



E 1969513 W 3495 P 344

Notes:
Irrigation sprinkler pipe can be moved
anywhere it is needed.

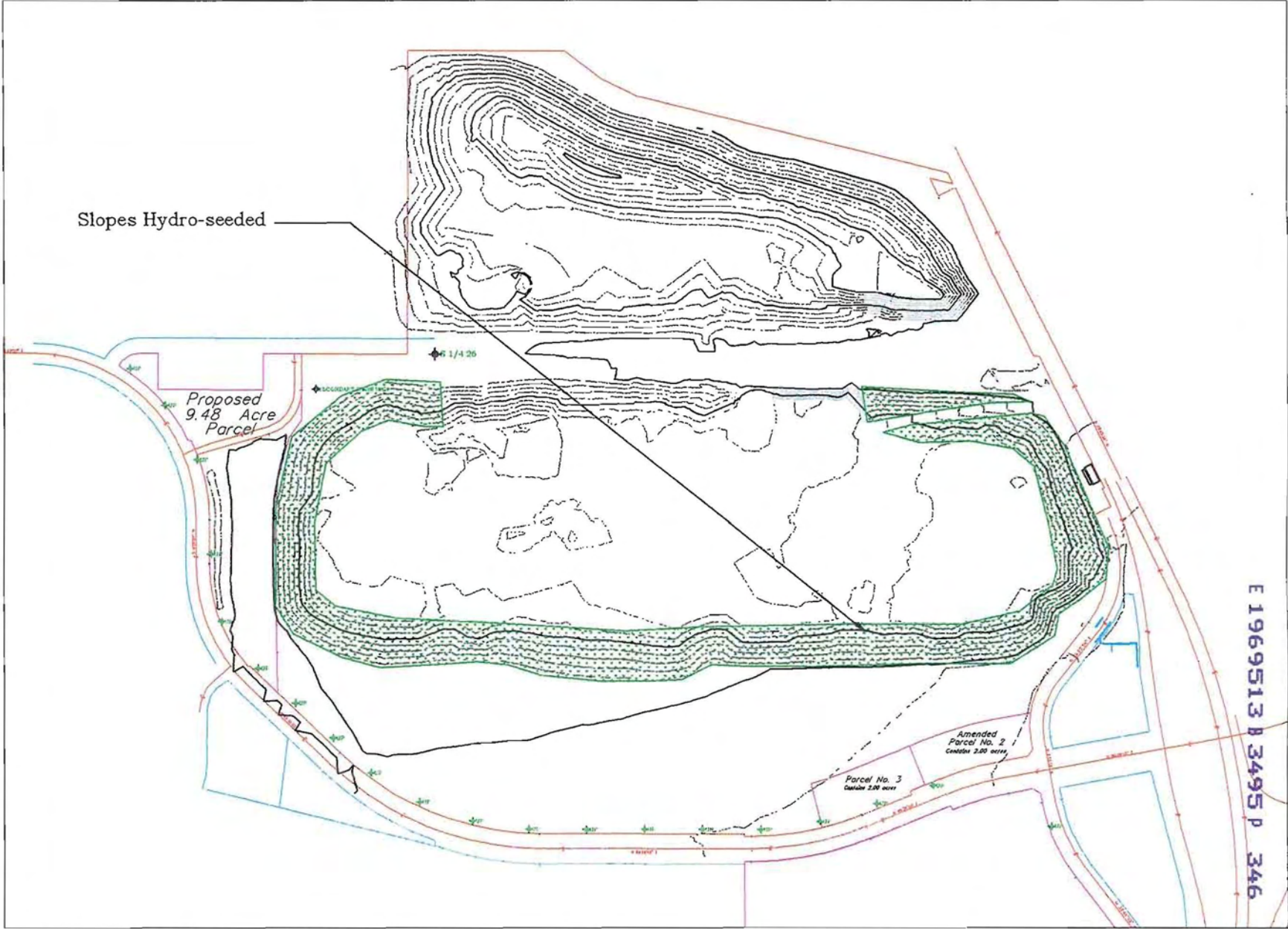
Staker and Parson Companies
Project: South Weber Mine Plan
Drawing: Dust Control Year 13
Date: May 15, 2003
Scale: 1:600



Notes:
 Irrigation sprinkler pipe can be moved
 anywhere it is needed.

Staker and Parson Companies

Project: South Weber Mine Plan
 Drawing: Dust Control Year 21
 Date: May 15, 2003
 Scale: 1:600



Slopes Hydro-seeded

Proposed
9.48 Acre
Parcel

Amended
Parcel No. 2
Contains 2.00 acres

Parcel No. 3
Contains 2.00 acres

E 1969513 B 3495 P 346

Notes:
Slopes were Hydro-seeded in
the Spring of 2002.

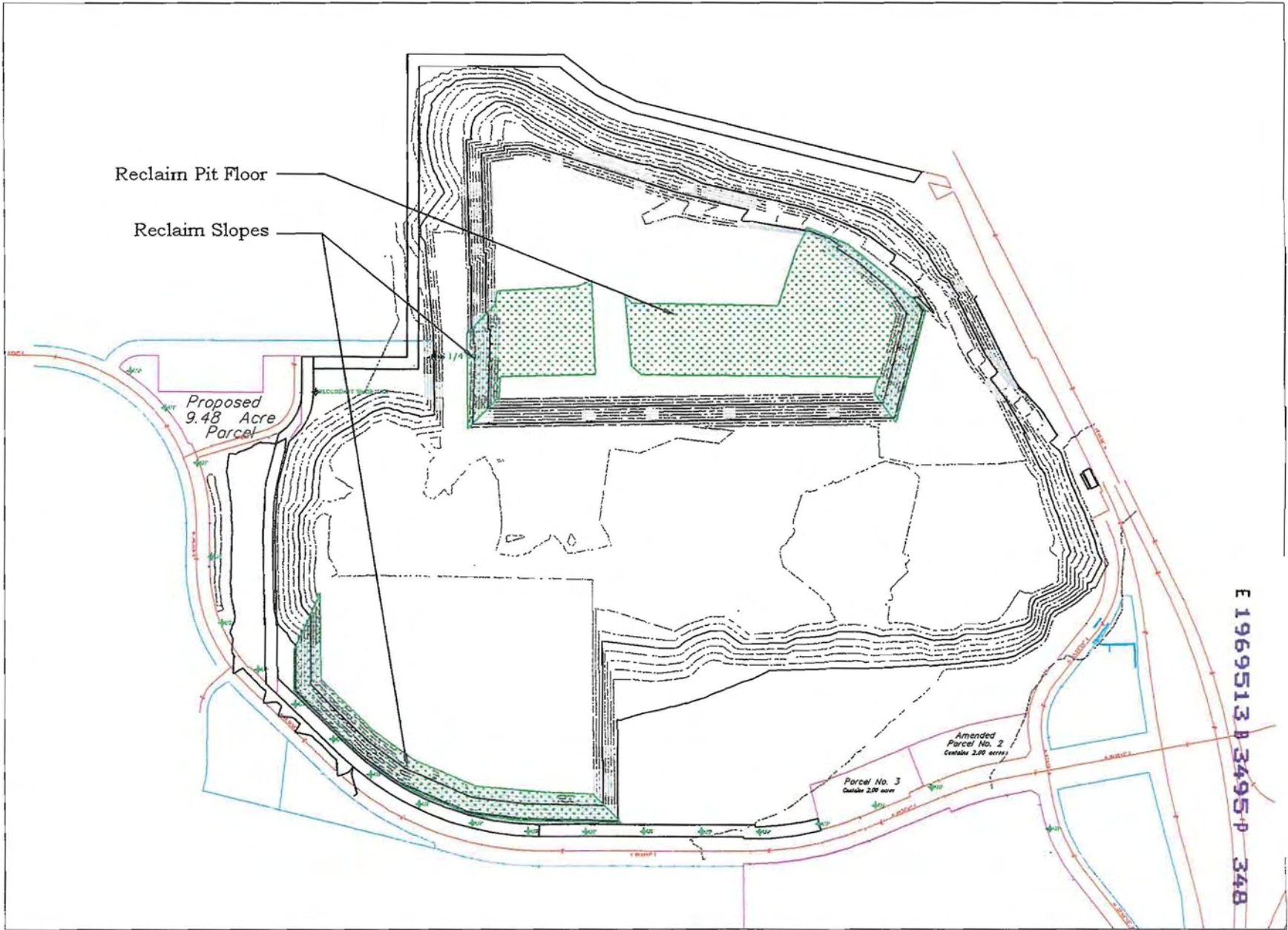
Staker and Parson Companies
Project: South Weber Mine Plan
Drawing: Existing Reclamation
Date: May 15, 2003
Scale: 1:600



Notes:
 Reclaim slopes and floor with washed fines
 and then plant grasses.
 Landscape berm with xeriscape and plant
 grasses and plants.

Staker and Parson Companies

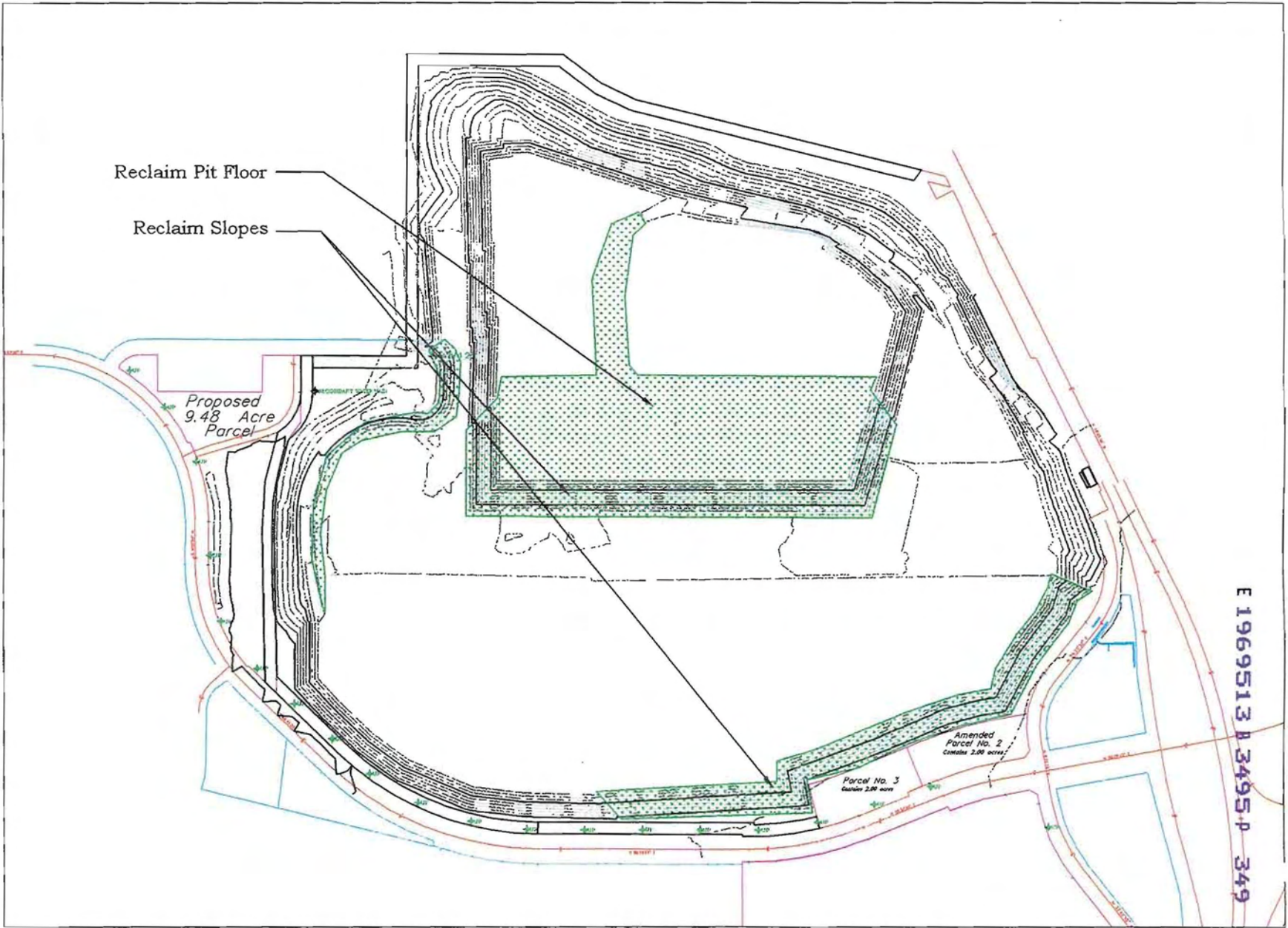
Project: South Weber Mine Plan
 Drawing: Reclamation Phase 1
 Date: May 15, 2003
 Scale: 1:600



Notes:
 Reclaim slopes and floor with washed fines
 and then plant grasses.

Staker and Parson Company
 Project: South Weber Mine Plan
 Drawing: Reclamation Phase 2
 Date: May 15, 2003
 Scale: 1:600

E 1969513 A 3495-P 349



Notes:
Reclaim slopes and floor with washed fines
and then plant grasses.

Staker and Parson Companies

Project: South Weber Mine Plan
Drawing: Reclamation Phase 3
Date: May 15, 2003
Scale: 1:600

Exhibit G

Gravel Pit Landscape and Maintenance Plan

GRAVEL PIT LANDSCAPE AND MAINTENANCE PLAN

Winter 2003

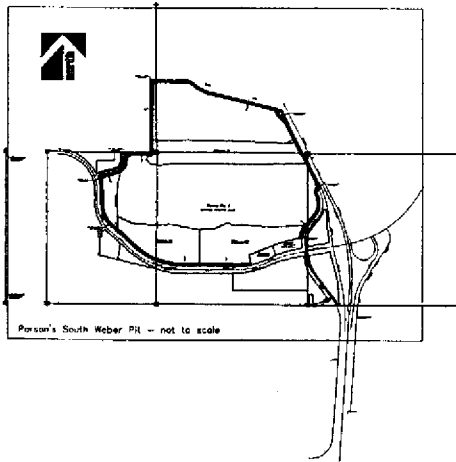
1. Build berm around South Gravel Pit beginning at new office on East end and going around the Gravel Pit and across the back of both the North and South Gravel Pits.
2. Install water lines for sprinkler system on berms for both the North and South Gravel Pits.
3. Install water lines on the East end of the North Gravel Pit for use on berms and for dust control in the bottom of North Gravel Pit.

Spring 2004

1. Grade the East end of the North Gravel Pit. Install sprinkler system for lawn planting.
2. Plant grass on all berms around both the North and South Gravel Pits.

Spring 2005

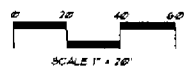
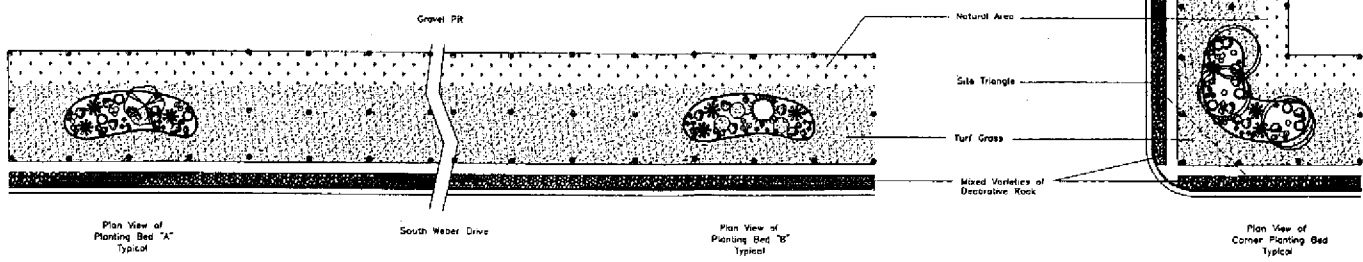
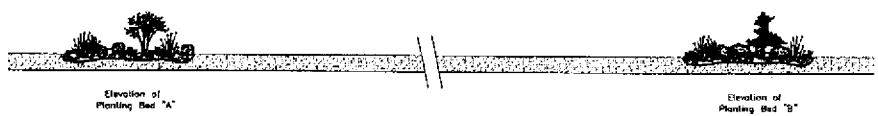
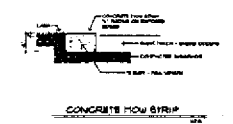
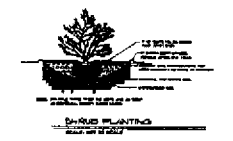
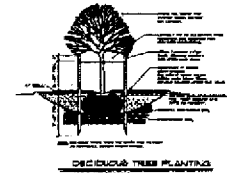
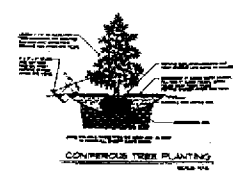
1. Plant trees and assortment of bushes in selected spots on the berms.
2. Old shop building will be torn down.



PLANT LEGEND

PLANTING BED "A"	Species Name	Quantity	Number
TREES	Acer glaberr 'Sunny' (Clump)	Clump Area Only	1
SHRUBS	Rosa rugosa 'Parade'	Clump Area Only	2
PERENNIALS	Asa pulchra 'Targui'	Vertical Bed Pit	5
	Macrorhizum sp. 'Crocodylus'	Horizontal Bed	3
	Alchemilla lutea	Back-slope Bed	3
PLANTING BED "B"			
TREES	Pinus murrayana 'Tweedledee'	Back-slope Bed	1
SHRUBS	Chamaenerion 'Campion'	Clump Area Only	3
PERENNIALS	Asa pulchra 'Targui'	Vertical Bed Pit	3
	Macrorhizum sp. 'Crocodylus'	Horizontal Bed	3
	Sedum 'Autumn Joy'	Back-slope Bed	3
CORNER BED			
TREES	Acer 'Sunny Side'	Clump Area Only	1
SHRUBS	Rosa rugosa 'Parade'	Clump Area Only	4
PERENNIALS	Asa pulchra 'Targui'	Vertical Bed Pit	5
	Macrorhizum sp. 'Crocodylus'	Horizontal Bed	3
	Alchemilla lutea	Back-slope Bed	3

- ☐ Turf Grass
 - ⊞ Decorative Boulder - 10" x 12" size gravel
 - ⊙ Jetted sprinkler
 - Spray head sprinkler
- (Company names listed to be placed and installed in situ)
 For wood material in beds, use dimensional grade wood (sawn lumber stained with 2" of decorative gravel mulch)



Client:
 Slater and Parson Companies
 2350 South 1900 West
 Ogden, UT 84403
 (801) 731-1111

Blue Stakes Location Center
Call Toll Free
1-800-662-4111
 Two Working Days Before You Dig

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REEVE & ASSOCIATES, INC.
 Consulting, Design, Engineering & Construction Administration
 3030 QUINCY AVE., OGDEN, UTAH 84403
 (801) 731-1111 FAX (801) 731-1111

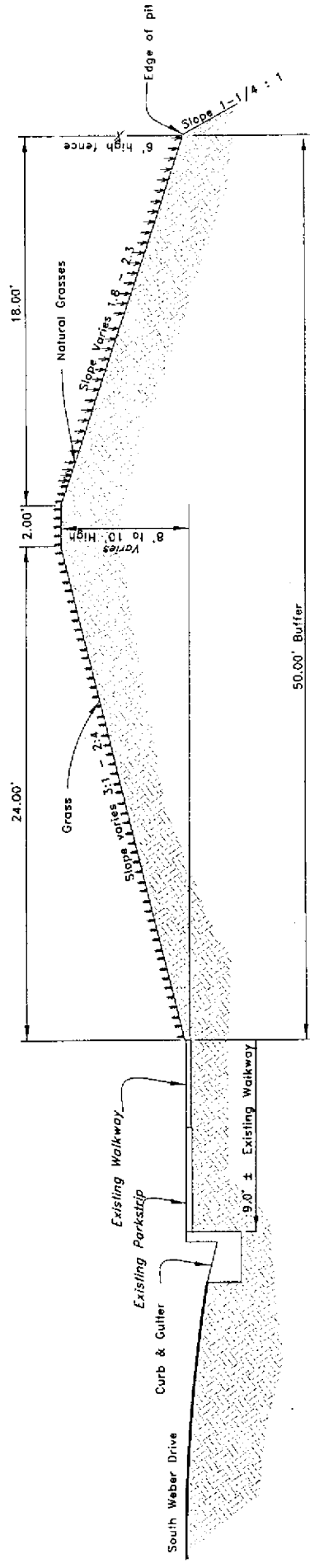
Landscape Plan

Parson's South Weber Pit
 a part of the South Weber Pit, located at the corner of 100' of Section 12, T4N, R10E, S12E, Salt Lake County, Utah
 South Weber Water Company, 100' of Section 12, T4N, R10E, S12E, Salt Lake County, Utah

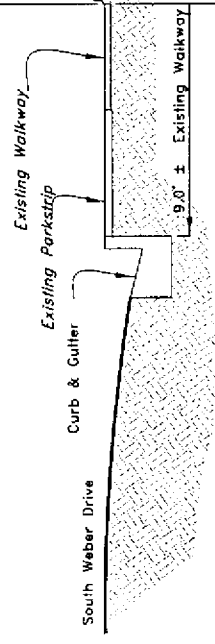
DESIGNED BY: J. J. REEVE
 DRAWN BY: J. J. REEVE
 DATE: 10/17/00

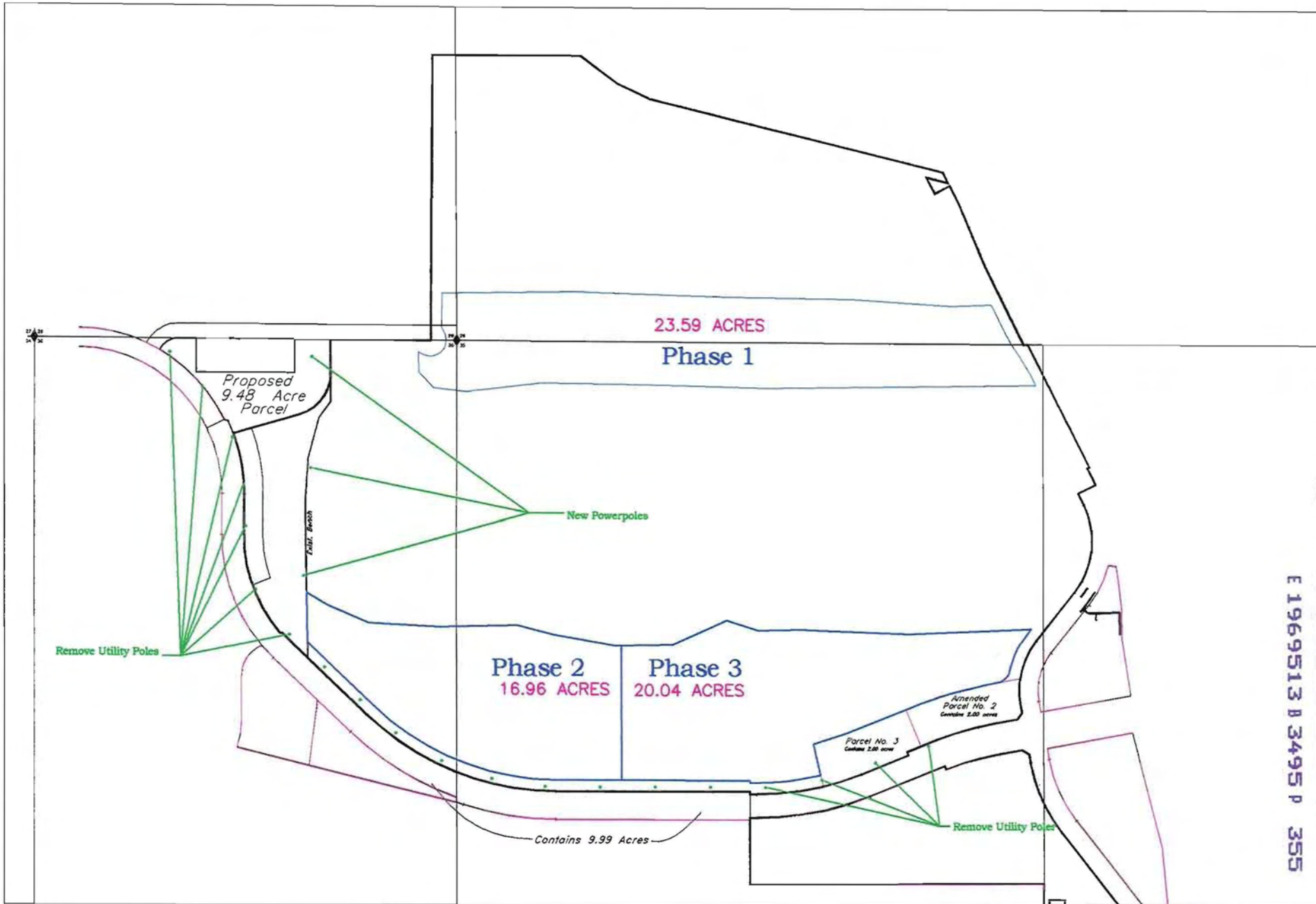
SHEET 1 OF 1

SCALED PLAN © UNRECORDED/ISSUED/REVISIONS AND PROVISIONS TO THE BEST OF MY KNOWLEDGE
 J. J. REEVE



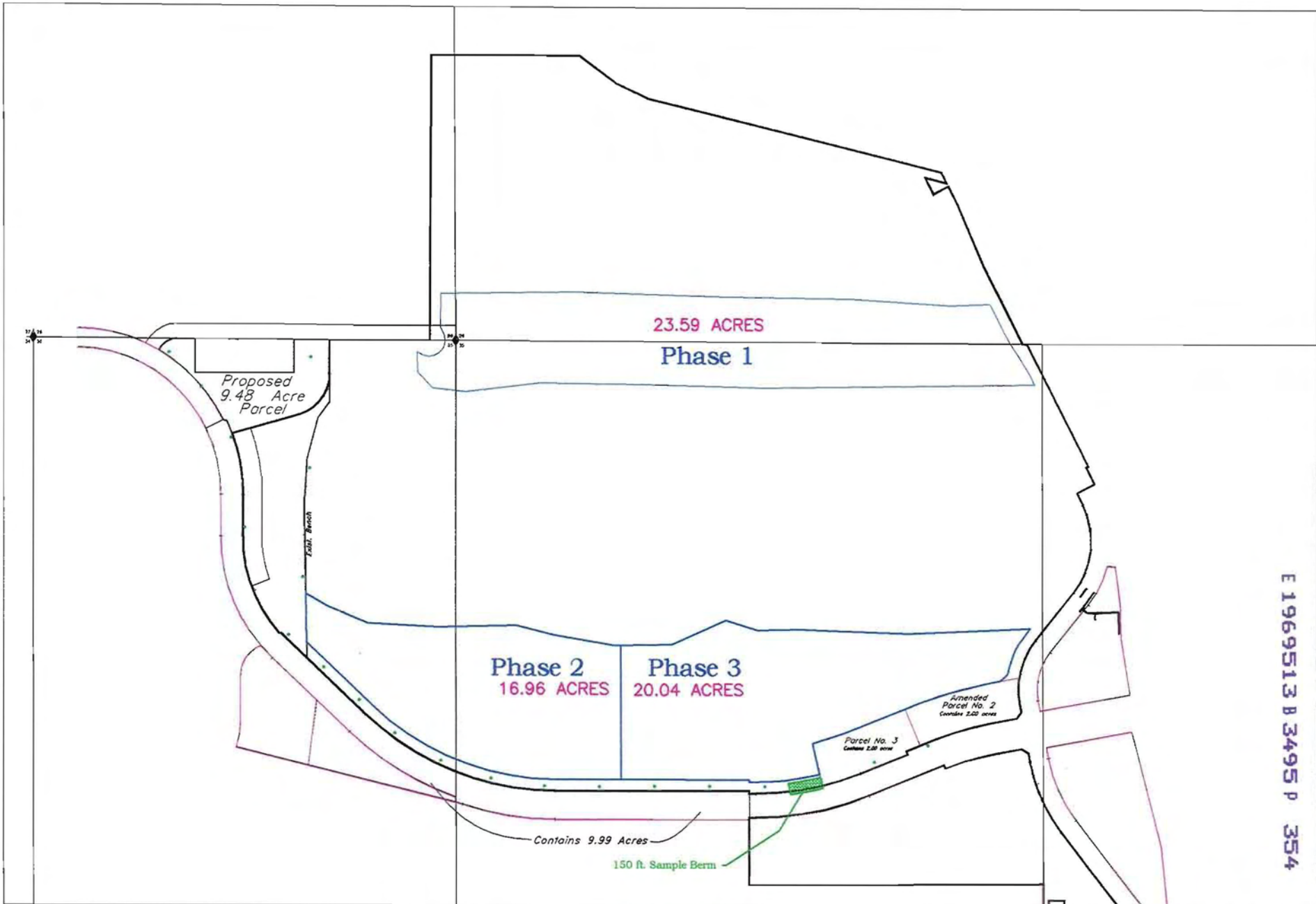
Berm Detail
N/S





Staker and Parson Companies

Project: South Weber Mine Plan
 Drawing: Power Locations
 Date: October 9, 2003
 Scale: 1:600



E 1969513 B 3495 P 354

Staker and Parson Companies
 Project: South Weber Mine Plan
 Drawing: Berm Location
 Date: October 9, 2003
 Scale: 1:600

Exhibit H

Gravel Pit Dust Control Plan

DUST CONTROL PLAN

1. Use of Magnesium Sulfide on all Gravel Pit slopes twice a year (Spring and Fall).
2. Use of main water lines and sprinklers to wet down the Gravel Pit slopes and interior gravel operations within the pits on a daily basis. All roads within the pits and in ingress/egress access points shall be watered daily by water trucks. See Exhibit F to see a detailed positioning of all dust control sprinklers.
3. Use of barricades at strategic locations within the Gravel Pits to knock down fugitive dust.
4. Leaving the asphalted Olympic Park and Ride Lot in place until landscaping or gravel pit operations as delineated in Exhibits E and G take effect. The Park and Ride Lot should be reasonably maintained to ensure its integrity as an impervious surface area covering.
5. Use of grass seeding of the Gravel Pit slopes annually. The seed mixture should adhere to reasonable industry standards.
6. Use of vegetated berms as delineated in Exhibit G herein, which are sprinkled and maintained.
7. Where these dust control measures prove to be unsuccessful, the City and Developer shall re-evaluate this section and devise additional dust control measures, which may include the construction of a dust control fence around the South Gravel Pit.

Exhibit I

**Property Exchange "Metes and Bounds"
Descriptions**

PARSON SOUTH WEBER PARCEL NO.6 - COMMERCIAL

A part of the Northwest Quarter of Section 35, Township 5 North, Range 1 West, Salt lake Base and Meridian, U.S. Survey:

Beginning at a point 627.00 feet North 89°49'47" West from the Northeast corner of said Quarter Section; running thence five (5) courses along the Westerly right-of-way of 2160 East Street and said line extended as follows: South 150.09 feet Southwesterly along the arc of a 130.00 foot radius curve to the right a distance of 168.00 feet (long Chord bears South 37°01'18" West 156.55 feet); South 74°02'39" West 227.27 feet; Southwesterly along the arc of a 686.17 foot radius curve to the left a distance of 83.09 feet (long Chord bears South 70°35'46" West 83.04 feet) and North 77°27'45" West 9.13 feet; thence North 214.35 feet; thence South 89°49'48" East 299.01 feet; thence North 0°10'12" East 150.00 feet to the Section line; thence South 89°49'42" East 100.55 feet to the point of beginning.

Contains 1.740 Acres

South Weber Parcel

Beginning at the intersection of the quarter section line and the north line of South Weber Drive, said point being North $00^{\circ}01'12''$ East 720.80 feet along the quarter section line from the Center of Section 35, Township 5 North, Range 1 West, Salt Lake Base and Meridian, and running;

thence northwesterly 32.24 feet along the arc of a 1269.36 foot radius curve to the right, (center bears North $20^{\circ}45'59''$ East and long chord bears North $68^{\circ}30'21''$ West 32.24 feet, with a central angle of $01^{\circ}27'19''$) along the north line of South Weber Drive, to a point on a line 30 feet west of and parallel to the quarter section line;

thence North $00^{\circ}01'12''$ East 559.90 feet along a line that is 30 feet west of and parallel to said quarter section line;

thence North $89^{\circ}51'38''$ West 722.03 feet to a point on the east line of South Weber Drive;

thence North $46^{\circ}52'13''$ West 17.44 feet along the east line of South Weber Drive;

thence northwesterly 66.96 feet along the arc of a 646.00 foot radius curve to the right (center bears North $43^{\circ}07'47''$ East and long chord bears North $43^{\circ}54'03''$ West 66.93 feet, with a central angle of $05^{\circ}56'19''$) along the east line of South Weber Drive;

thence South $89^{\circ}51'38''$ East 841.18 feet to a point on a line 30 feet east of and parallel to the quarter section line;

thence South $00^{\circ}01'12''$ West 642.51 feet along a line that is 30 feet east of and parallel to said quarter section line to a point on the north line of South Weber Drive;

thence northwesterly 31.93 feet along the arc of a 1269.36 foot radius curve to the right (center bears North $19^{\circ}19'31''$ East and chord bears North $69^{\circ}57'15''$ West 31.93 feet, with a central angle of $01^{\circ}26'29''$) along the north line of South Weber Drive to the point of beginning.

Contains: 83,054 square feet, 1.91 acres.

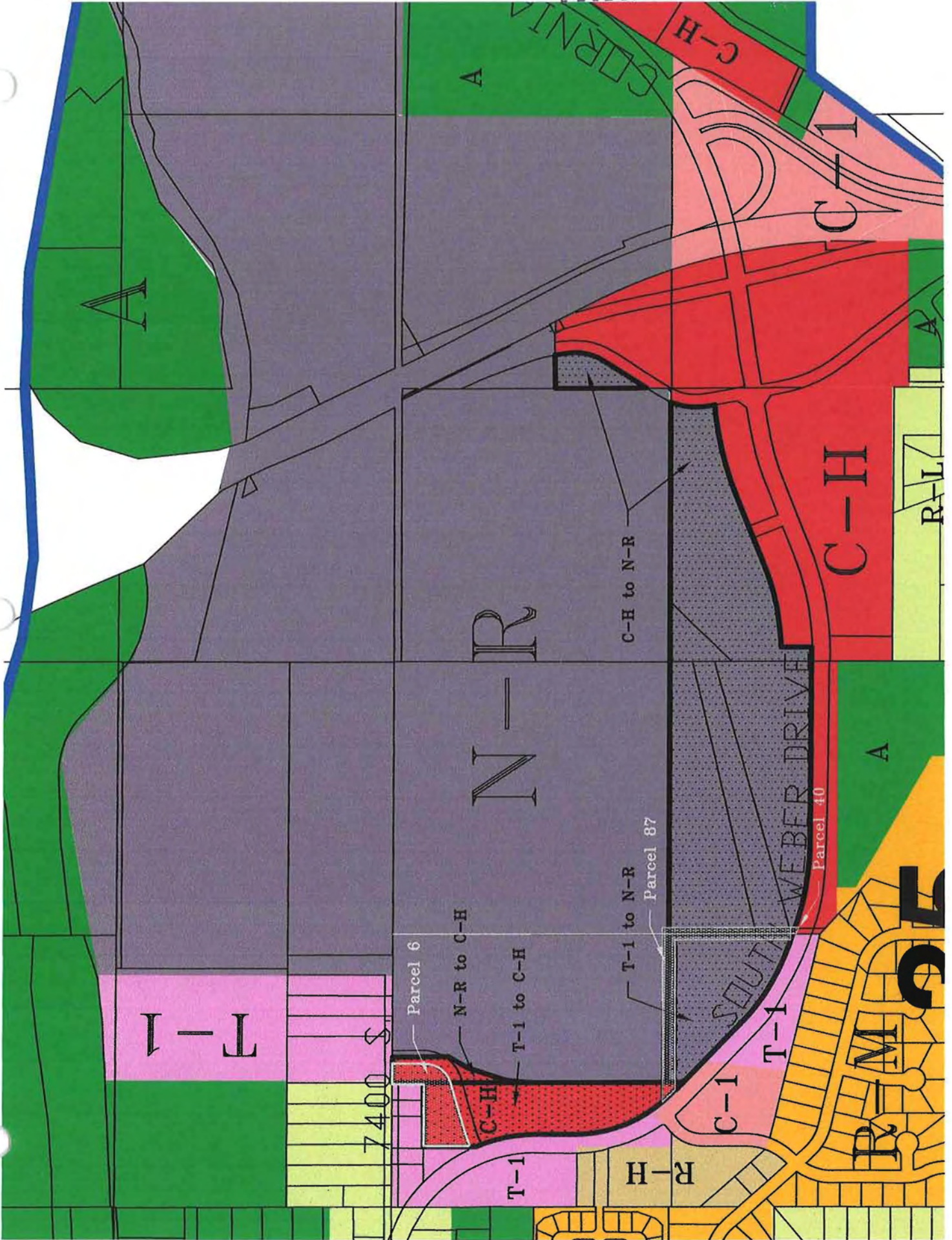


Exhibit J

Design Guidelines

DESIGN GUIDELINES

1. The development should have a country/mountain motif. The architecture should contain a river rock element.
2. The development should minimize the number of signs by combining business signs into one monument sign.
3. The lighting should be non-obtrusive and decorative.
4. The impact and the presence of "parking" should be minimized. The "parking" should be broken up with landscaping.
5. Access on and off of South Weber Drive should be limited.
6. The development should have a monument sign - "Welcome to South Weber City" - at the entrance to the commercial development.
7. Service stations and fast food restaurants should be located near Highway 89.
8. The development should have a landscaped island down the middle of South Weber Drive.
9. The development should have pedestrian connectivity between the sidewalks on South Weber Drive and the businesses.
10. The development should have super landscaping. There should be large street trees planted along South Weber Drive and the parking strip should be ten (10) feet wide.
11. The development should not use vinyl or chain link fencing on the street side of the businesses.