

WHEN RECORDED RETURN TO:

Helen E. Strachan
Summit County Attorney's Office
PO Box 128
60 North Main
Coalville, Utah 84017

Tax IDs: SCVC-13, SCVC-15, SCVC-16

ENTRY NO. 01147481

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Agreement PAGE 1/10
RHONDA FRANCIS, SUMMIT COUNTY RECORDER
FEE 40.00 BY CW LAND CO LLC



WORKFORCE HOUSING AGREEMENT

Silver Creek Village Center
Lots 13, 15, & 16

This Workforce Housing Agreement ("**Agreement**") dated October 12th, 2020 is by and between Summit County, a Utah political subdivision (the "**County**"); and CW Larsen Village, LLC, a Utah limited liability company ("**CW**") (sometimes referred to herein as "**Developer**"). The County and CW are referred to herein singly as a "**Party**" and collectively as the "**Parties**."

Recitals

A. The Silver Creek Village Specially Planned Area (the "**Project**") was approved subject to terms of a development agreement, dated August 4, 2015, among County and Liberty Capital Lending, LLC ("**Liberty**") and Gayle Larsen (the "**Development Agreement**"). Since the execution of the Development Agreement Gayle Larsen's interest in the Project has been transferred to CW, which transfer has been recognized by the County (defined as Lots 13, 15 and 16 below).

B. The Development Agreement requires (at Section 5.2.2.1) that not less than 330 of a total of 1290 approved residential units within the Project must be affordable/workforce housing units (the "**Workforce Units**"). More specifically, the Development Agreement requires 330 actual units and at least 330 Workforce Unit Equivalents as defined therein.

C. CW's non-affiliated co-developers have entered into a series of Workforce Housing Agreements with the County to address the timing and construction of Workforce Units related to such co-developers required by the Development Agreement.

D. By deed recorded on April 19, 2017, CW received the assignment of rights from its predecessor-in-title, Gayle Larsen, to build 133 units on the properties owned by CW within the Project, as confirmed in that certain Restated Property Exchange and Cost Sharing Agreement dated April 19, 2017 and recorded on April 20, 2017 as Entry No. 01067699 ("**Cost Sharing Agreement**"). By the Cost Sharing Agreement, CW committed to construct, or cause to be constructed, 33 Workforce Units on the property purchased by CW within the Project.

E. CW has proposed to cause to be constructed 34 Workforce Housing units on properties owned by CW (the "**CW Workforce Units**"), specifically Lots 13, 15, and 16, Silver Creek Village Center Subdivision, according to the official plat on file with the Summit County Recorder ("**Lots 13, 15, and 16**" or the "**CW Property**"). CW is currently preparing plats and plans to further subdivide Lots 13, 15 and 16,

which future final subdivisions are further referenced in this Agreement. A project map depicting Lots 13, 15 and 16 is attached as Exhibit A.

F. The purpose of this Agreement is twofold: (1) to provide the County with adequate assurances that the CW proposal is viable and the CW Workforce Units can be completed within the timeframes proposed and in compliance with the Development Agreement; and (2) provide Developer with an assurance that upon substantial completion of the CW Workforce Units contemplated under this Agreement, as set forth in Section 5.2 of the Development Agreement, (a) that Developer's responsibility to provide Workforce Units for the amount of units required on Lots 13, 15 and 16 shall be fulfilled and satisfied, (b) that all other units located within Lots 13, 15 and 16 may be market rate, and (c) that Developer shall have no obligation to complete any additional Workforce Units in the Project related to Lots 13, 15 and 16 except the CW Workforce Units.

G. This Agreement is meant to satisfy the Workforce Housing obligation that appertains under the Development Agreement to CW's properties, specifically a total of 34 Workforce Units on Lots 13, 15 and 16 in the order and in accordance with the timing set forth herein.

Agreement

In consideration of the foregoing recitals and the terms and conditions herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Effect of Agreement on Developer's Obligation to Provide Workforce Units. Subject to the terms of this Paragraph 1, Developer's obligation to provide thirty-four (34) Workforce Units shall be deemed fully and finally satisfied upon issuance of a "County Approval" document in the form of Exhibit B stating that (i) the subdivision plat and final site plans pertaining to the Workforce Units have been recorded (the "Subdivision Approvals"); (ii) an "Approved Project Summary" in the form attached as Exhibit C for the lots has been completed; (iii) the County has approved the deed restrictions pertaining to the Workforce Units indicated on the Subdivision Approvals (which restriction language is referenced in Section 5 below); (iv) the County Manager has completed and executed the Approved Project Summary pertaining to the Workforce Units on the Subdivision Approvals; (v) the Developer's obligation to provide the number of Workforce Units specified in the Subdivision Approvals, and on the Approved Project Summary, under the Development Agreement has been satisfied; and (vi) Developer may proceed with the improvement and construction of all of the market rate lots or units described in Exhibit C (as applicable and as stated on the County Approval) without the risk of having building permits, certificates of occupancy or other related approvals withheld for any reason related to the affordable housing obligations under the Development Agreement attributable to Lots 13, 15 and 16, and Developer shall be afforded the assurances set forth in subsection 2 of Recital F above.

2. Timing of Workforce Unit Development. CW shall cause or commence construction of the CW Workforce Units in accordance with the "Project Timeline," which shall be developed in cooperation with the County Manager and be documented on the Approved Project Summary attached as Exhibit C.

3. Failure to Develop on Timely Basis. CW shall use diligent, good faith efforts to develop the CW Workforce Units in accordance with the Approved Project Summary and shall report quarterly to the County Manager on its progress until such time as the CW Workforce Units described herein are completed and have received certificates of occupancy. The quarterly report shall include the mix and

types of units, incomes targeted, for-sale prices, occupancy and such other information requested by the County Manager. The quarterly report satisfies the annual report, as to the CW Workforce Units subject to this Agreement, required by Section 5.2.1 of the Development Agreement. Based upon good cause for delays, unforeseen circumstances or other industry standard force majeure events, the County Manager shall have the authority to (and otherwise accommodate CW in good faith to) extend the Project Timeline as shown in the Approved Project Summary. If CW fails to demonstrate good cause to extend the Project Timeline or otherwise fails to complete the CW Workforce Units as provided in the Approved Project Summary, then the County Manager shall have the right to declare CW in default of this Agreement and, if CW fails to demonstrate reasonable progress toward the completion of CW Workforce Units within twelve (12) months thereafter, the County Manager may terminate the County Approval up to the number of CW Workforce Units for which a Certificate of Occupancy has not been issued.

4. CW Proposal Subject to Development Agreement. CW acknowledges and agrees that the design and development of all CW Workforce Units within Lots 13, 15 and 16 shall be subject to the applicable terms of the Development Agreement (including review and recommendation by the Design Review and Architectural Review Committees for the Project), the Snyderville Basin Development Code, and local, state and federal law. As required under the Development Agreement, CW will construct all CW Workforce Units to energy efficient standards (Sections 5.2.2.18 and 5.3) and shall offer homes for sale or rent with a priority to residents employed in Summit County (Section 5.2.2.7).

5. Deed Restrictions. CW shall record against each Workforce Unit a deed restriction that comports with Section 5.2.2 of the Development Agreement. The form of deed restriction shall be approved by the County Manager and shall be recorded against the CW Workforce Units prior to, or simultaneously with, conveyance of the applicable lot from Developer to any third party.

6. Conflicts. As provided in Section 5.2.1 of the Development Agreement, in the event of any direct conflict between this Agreement and the Development Agreement, the Development Agreement shall take precedent. It shall not be deemed a conflict with the Development Agreement where any approvals or assurances are granted in connection herewith.

7. Recording. This Agreement shall be recorded in the official records of the Summit County Recorder.

8. Amendment. This Agreement may only be amended by written instrument signed by the County and the Developer and/or their respective successors or assigns. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter addressed herein. Except as referenced in Paragraph 1 above, there are no other agreements, oral or written, pertaining to the matters herein between the Parties.

9. Binding Effect. This Agreement and the covenants contained herein shall run with the land and shall be binding upon and shall inure to the benefit of the Parties hereto and their successors, heirs and assigns.

10. Enforcement. All of the terms, provisions and restrictions of this Agreement may be enforced by any of the Parties hereto and in the event of a breach of this Agreement, each Party shall have such remedies as may be available in law or in equity.

11. Notices. All notices to be given pursuant to this Agreement shall be as provided under Section 8.11 of the Development Agreement to the Parties at the addresses set forth below:

To County: Summit County
Attn: Summit County Attorney
60 N. Main St.
P.O. Box 128
Coalville, Utah 84017

To Developer: CW Larsen Village, LLC
Attention: Darlene Carter
1222 West Legacy Crossing Blvd., Suite 6
Centerville, UT 84014

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, and where applicable, the laws of the United States of America.

13. Exhibits and Recitals. All exhibits and attachments attached hereto are incorporated herein by this reference. The Recitals are hereby incorporated into this Agreement.

14. Waiver. No action or failure to act by the Parties shall constitute a waiver of any right or duty afforded any Party under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach hereunder, except as may be specifically agreed to in writing. A waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

15. Counterparts. This Agreement may be executed by the different Parties hereto in separate counterparts, each of which when so executed shall be an original, and all of which taken together shall constitute one and the same agreement. Electronic and scanned signature pages will be acceptable and shall be conclusive evidence of execution.

16. Severability. If any provision of this Agreement or the application thereof to any Party or circumstances shall be invalid or unenforceable to any extent, the remainder of the Agreement and the application of such provisions to any other Party or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17. Headings. Titles or headings to paragraphs of this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed the date and year first above written.

COUNTY:

Summit County,
a Utah political subdivision

By: *Thomas C. Fisher*
Thomas C. Fisher, County Manager

STATE OF UTAH)
) : ss.
County of SUMMIT)

On this 27 day of Oct., 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas C. Fisher, County Manager of Summit County, a Utah political subdivision, to me known and acknowledged to me that the said instrument is the free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:
2/27/2024

Annette Singleton

APPROVED AS TO FORM:
Helen Strachan
Helen E. Strachan, Deputy County Attorney



DEVELOPER/CW:

CW LARSEN VILLAGE, LLC, a Utah limited liability company

BY: CW LAND CO., LLC, a Utah limited liability company, its Manager

BY: CW DEVELOPMENT GROUP, LLC, a Utah limited liability company, its Manager

By: *Darlene Carter*
Name: Darlene Carter
Its: Manager

STATE OF UTAH)
County of DAVIS) : ss

On this 12 day of October, 2020, before me, the undersigned a Notary Public in and for said State, personally appeared Darlene Carter, Manager of CW Development Group, LLC, which is the Manager of CW Land Co., LLC, which is the Manager of CW Larsen Village, LLC, to me known and acknowledged to me that the said instrument is the free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires: 02/11/2023

Stephanie Heiner



OVERALL AFFORDABLE SITE PLAN DATA:

LOT 13:

5.11 ACRES
4 AFFORDABLE UNITS
44 MARKET RATE UNITS

LOT 15:

1.24 ACRES
24 AFFORDABLE UNITS
14 MARKET RATE UNITS

LOT 16:

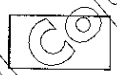
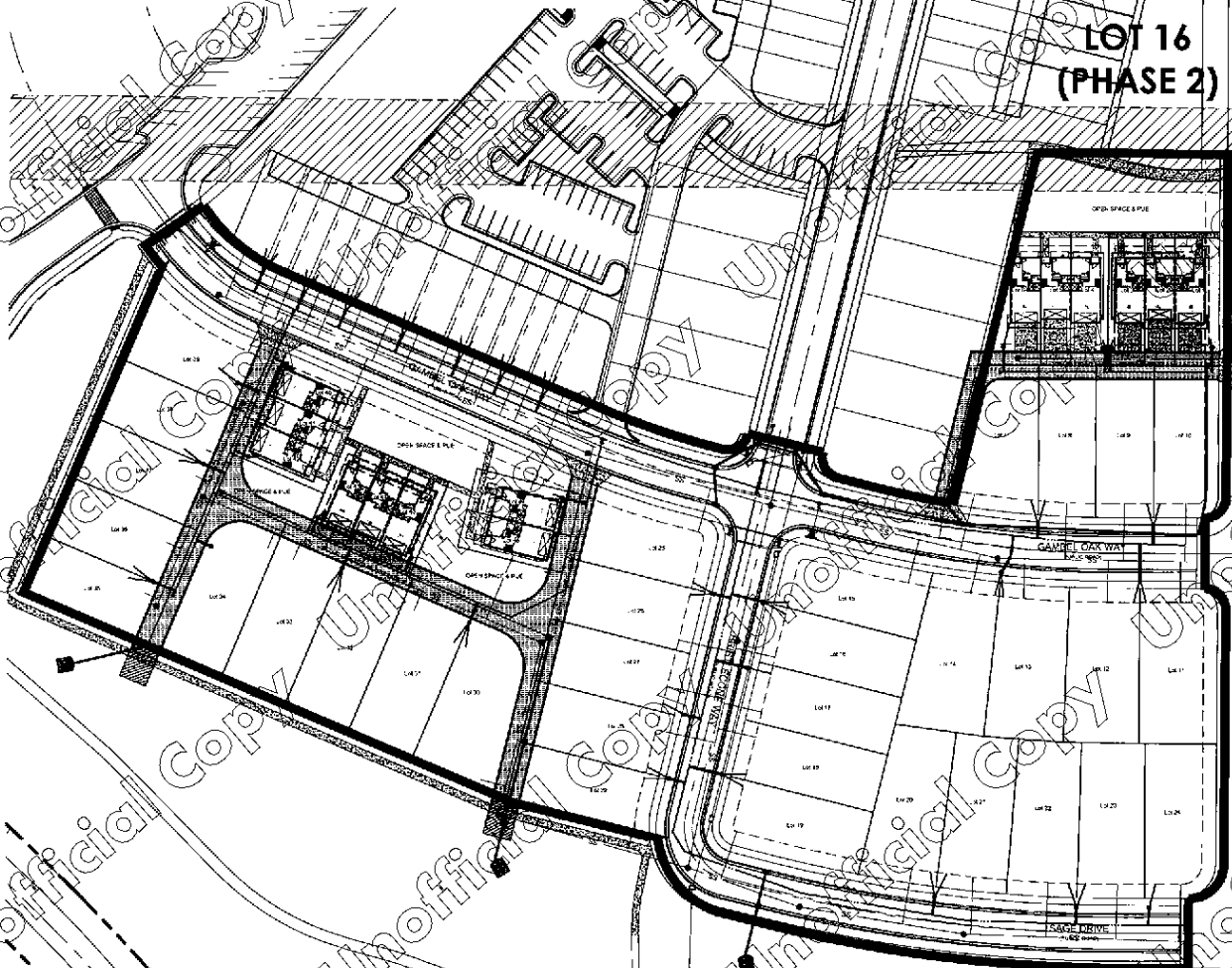
6.78 ACRES
6 AFFORDABLE UNITS
21 MARKET RATE UNITS

133 TOTAL UNITS

OVERALL AFFORDABLE UNIT PLAN DATA:

34 AFFORDABLE UNITS (25.5%)
99 MARKET RATE UNITS (74.5%)
32.9 WORKFORCE UNIT EQUIVALENTS

LOT 16
(PHASE 2)



AFFORDABLE UNITS



EXHIBIT B

Form of County Approval

Summit County Manager hereby approves the Workforce Units identified in the Workforce Housing Agreement ("**Property**") dated _____ by CW Larsen Village, LLC, a Utah limited liability company ("**Developer**"), for the purpose of satisfying a commensurate portion of Developer's Workforce Housing obligation and confirms satisfactory demonstration of the following conditions outlined in the Workforce Housing Agreement:

1. Subdivision plat(s) and final site plan(s) for Parcel(s) _____ have been recorded (the "**Subdivision Approval(s)**").
2. Developer has demonstrated evidence of financing and construction documents and is prepared to commence development of the Workforce Units indicated on the Subdivision Approval(s).
3. The County has approved the deed restrictions for Parcel(s) _____.
4. County Manager has completed and executed the "Approved Project Summary" in the form of Exhibit C of the Workforce Housing Agreement for the parcel(s) described.
5. The timeline for completion of the Workforce Units (the "**Project Timeline**") is contained in the "**Approved Project Summary**" in the form of Exhibit C of the Workforce Housing Agreement.

Now, therefore, County Manager confirms the following:

1. Upon Developer's substantial completion of the referenced Workforce Units, Developer's obligation to provide 34 Workforce Units within Lots 13, 15 and 16 under the Development Agreement has been satisfied.
2. Developer may proceed with the improvement and construction of all lots or units described in the Approved Project Summary without the risk of having building permits, certificates of occupancy or other related approvals withheld for any reason related to the affordable housing obligations under the Development Agreement pertaining to Lots 13, 15 and 16.

Dated this ___ day of _____, 20__.

Thomas C. Fisher, County Manager
Summit County, Utah

EXHIBIT C

Approved Project Summary

County Manager approves that the project can be built as follows:

Lot 13

Use	Units	AMI
Homes (townhomes)		<=80%
Total Market	44	
Total Workforce Units	4	
Total Units	48	

Timing:

- a. Application for building permits for Workforce Units: No later than 9 months from final plat recordation.
- b. Commencement of construction for Workforce Units: No later than 12 months from final plat recordation.
- c. Completion of construction for Workforce Units: No later than 24 months from final plat recordation.

Lot 15

Use	Units	AMI
Multi-family buildings		<=60%
Total Market	14	
Total Workforce Units	24	
Total Units	38	

Timing:

- a. Application for building permits for Workforce Units: No later than 9 months from final plat recordation.
- b. Commencement of construction for Workforce Units: No later than 12 months from final plat recordation.
- c. Completion of construction for Workforce Units: No later than 30 months from final plat recordation.

Lot 16

Use	Units	AMI
Homes (townhomes)		<=80%
Total Market	41	
Total Workforce Units	6	

Total Units **48**

Timing:

- a. Application for building permits for Workforce Units: No later than 27 months from final plat recordation for the Lot 13 plat (Phase 1).
- b. Commencement of construction for Workforce Units: No later than 30 months from final plat recordation for the Lot 13 plat (Phase 1).
- c. Completion of construction for Workforce Units: No later than 42 months from final plat recordation for the Lot 13 plat (Phase 1).

Total Market Units for this Agreement	99
Total Workforce Units	34
Total Units	133

Pricing of Workforce Units (<=80% AMI) shall include the following inputs to determine price made available to targeted AMI purchasers:

- Sales Price
- 5% down payment
- Mortgage Interest Rate
- Property Tax
- Private Mortgage Insurance
- Insurance
- HOA Fees
- Size of Unit (bedrooms)/Occupancy

Dated this 21 day of OCTOBER, 2020



Thomas C. Fisher, County Manager
Summit County, Utah