



DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (“Agreement”) effective as of the date the last Party signs below (“Effective Date”) by and among Lehi City, a political subdivision of the State of Utah (“City”) and DR Horton, a Utah Corporation (“Developer”). The City and the Developer are hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. City, acting pursuant to its authority under Municipal Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, -803, as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations of Lehi City, in the exercise of its legislative discretion, has elected to approve and enter into this Agreement.

B. Developer is currently developing a subdivision known as Cold Springs Ranch located at approximately [address] in Lehi City. (“Property”).

C. Due to the unique circumstances regarding the construction and installation of the sewer system, Developer has asked the City Council for an exception to Section 3.07 of Lehi City’s Design Standards and this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

1.1 Exception to Design Standards. In the independent exercise of its legislative discretion, the Lehi City Council’s approval of the exception to Section 3.07 of the City’s Design Standards (“Exception”) shall be a condition precedent to the effectiveness of this Agreement. In the event the City Council denies Developer’s request, this Agreement shall immediately be null and void and of no force and effect whatsoever.

ARTICLE 2

2.1 Developer’s Obligations. Upon approval of the Exception, Developer agrees to the following:

2.1.1 For houses covered by the approved Exception, Developer shall not physically connect the sewer system in the house to the sewer lateral.

2.1.2 Developer shall notify contractors that the sewer system in the house is not connected to the sewer lateral and will provide adequate facilities for use by contractors.

ENT 10168:2019 PG 1 of 8
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Feb 06 1:29 pm FEE 59.00 BY MA
RECORDED FOR LEHI CITY CORPORATION

2.1.3 Developer shall not enter into a purchase contract for any house covered by the Exception until Developer has constructed, and City has approved and accepted, the lift station and the sewer main across the Jordan River (“Sewer Facilities”).

2.1.4 Once the City accepts physical possession of the Sewer Facilities, Developer may connect the sewer system in the home to the sewer lateral and may enter into purchase contracts for the homes covered by the Exception.

2.1.5 For homes covered by the Exception, until the connection between the sewer system in the home and the sewer lateral is complete and passes City inspection, no certificate of occupancy shall be issued.

ARTICLE 3

3.1 City’s Obligations. For homes covered by the Exception, the City shall issue building permits and continue to conduct inspections in the regular course of business.

ARTICLE 4

4.1 Breach and Cure. Any material failure by any Party to perform any term or provision of this Agreement, which breach continues uncured for a period of ten (10) days following written notice of such failure from the non-defaulting Party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged breach and, where appropriate, the manner in which said breach satisfactorily may be cured. If the nature of the alleged breach is such that it cannot reasonably be cured within such 10-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 10-day period. Upon the occurrence of an uncured breach or default under this Agreement, this Agreement shall be terminated and the non-defaulting Party may pursue any and all available legal or equitable remedies.

ARTICLE 5

5.1 Indemnification. Developer agrees to indemnify, hold harmless and defend the City from and against any and all loss, damage, or expense which the City may suffer or for which the City may be held liable by reason of any injury (including death) or damage to any property to the extent arising out of the conduct of the Developer related to the matters referred to herein. This indemnity provision shall not apply to claims arising from or attributable to the negligence or intentional conduct of the City.

5.2 No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and between the Parties that this Agreement does not create any form of agency relationship, joint venture, or partnership expressed or implied between them.

5.3 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this

Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

5.4 Other Necessary Acts. Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

5.5 Construction/Interpretation. The Parties acknowledge that each has had the opportunity to have this Agreement reviewed and revised by legal counsel and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

5.6 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

5.7 Waiver. No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach, except as outlined in Article 4.1 above.

5.8 Utah Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

5.9 Covenant of Good Faith and Fair Dealing. Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement to ensure that the rights secured by the other Parties through this Agreement can be enjoyed.

5.10 Representations. Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing warranting Party;

(a) Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.

(b) Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent.

(c) This Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

5.11 No Third-Party Beneficiaries. This Agreement is between the City and the Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

5.12 Force Majeure. No liability or breach of this Agreement shall result from delay in performance or nonperformance caused, directly or indirectly, by circumstances beyond the reasonable control of the Party affected (“Force Majeure”), including, but not limited to, fire, extreme weather, terrorism, explosion, flood, war, power interruptions, the act of other governmental bodies, accident, labor trouble or the shortage or inability to obtain material, service, personnel, equipment or transportation, failure of performance by a common carrier, failure of performance by a public utility, or vandalism.

5.13 Notices.

Any notice or communication required hereunder between the parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the City:

The Honorable Mayor Mark Johnson
Lehi City
153 North 100 East
Lehi, UT 84043

With Copies to:

Ryan Wood
Lehi City Attorney
153 North 100 East
Lehi, UT 84043

If to Developer:

[contact name]
[address]
[address]

5.14 Entire Agreement, Counterparts and Exhibits

Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer

LEGAL DESCRIPTION
PREPARED FOR
DR HORTON
Job No. 15-0125
(January 10, 2018)

SURVEYED LEGAL DESCRIPTION OF THE ALLRED PROPERTY

A portion of Sections 11 and 12, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Lehi, Utah more particularly described as follows:

Beginning at the Southeast Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S89°51'47"W along the Section Line 191.50 feet to the west line of that real property described in Deed Entry No. 2143:1996; thence North along said real property 379.96 feet to the southwest corner of that real property described in Deed Entry No. 49605:2002, said point also being on the east right-of-way line of 3600 West Street; thence N8°00'00"W along said right-of-way 323.25 feet to the south line of that real property described in Deed Entry No. 2143:1996; thence along said south line and the north and west lines of that real property described in Deed Entry No. 108707:2015 the following two (2) course: West 1027.51 feet; thence South 314.06 feet to the north line of Plats "A", River Heights Subdivision, said point also being in an existing fence line; thence S86°32'27"W along said north line and fence line 69.67 feet to the northeast corner of Phase 2A, Gables At Saratoga Springs PUD; thence along the north line of Phases 2A, 2B & 2C, Gables At Saratoga Springs PUD and of Lot 8, Saratoga Town Center Subdivision the following two (2) courses: S75°19'55"W 92.58 feet; thence S74°39'55"W 1361.05 feet to the east right-of-way line of Redwood Road (SR-68) according to the official survey thereof on file in the office of the Utah County Survey Map No. 13-139; thence along said right-of-way the following six (6) courses: N12°01'32"W 1197.08 feet; thence N7°04'04"W 111.01 feet; thence N17°49'26"W 53.54 feet; thence N10°19'26"W 534.72 feet; thence N17°07'16"W 248.44 feet; thence N12°01'32"W 26.86 feet to the south line of that real property described in Deed Entry No. 73992:2005 and an existing fence line; thence along said real property and said fence line the following two (2) course: N46°56'16"E 372.53 feet; thence N53°08'11"E 495.38 feet; thence S68°28'16"E 96.59 feet; thence S63°54'35"E 453.06 feet to the north line of that real property described in Deed Entry No. 2143:1996 and an existing fence line; thence S65°04'00"E along said real property and fence line 765.68 feet to a fence corner; thence N0°02'00"W along an existing fence line 651.01 feet to the south line of that real property described in Deed Entry No. 36374:1981 and an existing fence line; thence along said real property the following three (3) courses: N89°45'33"E along a fence line 1096.45 feet; thence N6°25'53"E 16.54 feet; thence N88°30'38"E 240.90 feet; thence N81°49'32"E 18.78 feet to the southwest corner of that real property described in Deed Entry No. 32373:1979 and an existing fence corner; thence N89°48'41"E along an existing fence line and the south line of that real property described in Deed Entry No. 32373:1979 and Entry No. 36374:1981 and the extension thereof 2718.67 feet to the westerly bank of the Jordan River; thence along said westerly bank the following thirty four (34) courses: S35°39'19"E 28.07 feet; thence S44°03'01"E 302.79 feet; thence S69°48'42"E 135.94 feet; thence S56°15'38"E 244.87 feet; thence S41°49'44"E 72.44 feet; thence S4°53'11"W 78.96 feet; thence S38°31'52"W 315.43 feet; thence S16°20'09"E 49.05 feet; thence S25°29'45"W 139.78 feet; thence S32°09'11"W 247.81 feet; thence S25°07'18"W 109.08 feet; thence S51°35'37"W 166.16 feet; thence S57°03'06"W 269.50 feet; thence S73°42'02"W 93.27 feet; thence S77°52'09"W 183.49 feet; thence S84°00'59"W 166.98 feet; thence S64°52'01"W 141.33 feet; thence N77°58'19"W 161.37 feet; thence S88°35'50"W 73.97 feet; thence S74°35'38"W

- Civil Engineering
- Structural Engineering
- Surveying and Planning
- Landscape Architecture

Corporate Office: 3302 N. Main Street • Spanish Fork, UT 84660
Salt Lake Office: 14441 South 980 West • Bluffdale, UT 84065
Boise Office: 2040 S. Eagle Road • Meridian, ID 83642

☎ 801.798.0555 ☎ 801.798.9393
☎ 801.495.2844 ☎ 801.495.2847
☎ 208.846.9600

88.01 feet; thence S62°26'20"W 150.57 feet; thence S58°33'08"W 203.95 feet; thence S50°41'04"W 78.97 feet; thence S42°02'21"W 95.69 feet; thence S42°35'48"W 151.73 feet; thence S44°16'32"W 194.87 feet; thence S38°41'11"W 91.17 feet; thence S58°18'24"W 82.61 feet; thence S40°06'13"W 144.78 feet; thence S29°50'43"W 45.33 feet; thence S36°48'20"W 111.34 feet; thence S41°44'07"W 129.89 feet; thence S45°16'15"W 92.68 feet; thence S59°14'33"W 137.52 feet to the south line of said Section 11; thence S89°52'38"W along the Section Line 436.89 feet to the point of beginning.

Contains: ±292.19 Acres