

24

DOC # 20200017678

Agreement Page 1 of 24
Russell Shirts Washington County Recorder
04/10/2020 11:39:23 AM Fee \$ 0.00
By ST GEORGE CITY



Recorded at request of:
City of St. George
When recorded return to:
City Attorney's Office
175 East 200 North
St. George, Utah 84770

Tax ID: 5-2-34-4402 and 5-2-34-442

**DEVELOPMENT AGREEMENT FOR WOODLAND ESTATES TOWNHOMES
(2780 East and Approximately Mall Drive)**

THIS AGREEMENT is entered into this 26 day of March, 2020 (the "Effective Date"), between the City of St. George, a Utah municipal corporation (the "City"), and Woodland Estates Washington Fields, LLC, and Stewart Enterprises, LC, (collectively referred to as "Developer") regarding property located at 2780 East and approximately Mall Drive, St. George, Utah 84770. City and Developer sometimes are herein collectively referred to as the "Parties."

RECITALS

WHEREAS, Developer is the owner of certain property in St. George City located at 2780 East and approximately Mall Drive, which project is commonly referred to as Woodland Estates Townhomes, a housing project in a Planned Development-Residential zone in St. George, Utah (the "Woodland Project"), and which property is more fully described in Exhibit A attached hereto and incorporated herein (the "Property");

WHEREAS, as part of the Planned-Development-Residential approvals, Developer promised to construct amenity areas for the use and enjoyment of the Woodland Project residents, and approvals were conditioned on such construction; however, Developer desires partial occupancy of the Woodland Project (Phase 1A only), as indicated on the attached Exhibit B, prior to completion of construction of the amenity areas;

WHEREAS, Developer will be allowed four additional separate building permits, beyond the five building permits already issued for Phase 1A, for buildings in Phase 1B only of the Woodland Project, which are not constructed, but will not be allowed occupancy permits for any buildings within Phase 1B, until the construction of the amenity areas are complete, with no additional building permits or occupancy permits for any additional subsequent phases of the Woodland Project until completion of construction of the amenity areas (Phases 2, 3 or 4);

WHEREAS, Developer further promises to complete construction of the amenity areas, and obtain a certificate of occupancy for them, within two (2) years of the Effective Date of this

Agreement;

WHEREAS, Developer also agrees to complete all private landscaping, and site finishes prior to any building permits or occupancy permits for any buildings or units in the final phase (Phase 4) of the Woodland Project;

WHEREAS, if City deems that Developer is attempting to change its duties and obligations under this Agreement by changing the phase lines, phase numbers, or the order of construction of the phases, this Agreement is null and void, and Developer is immediately required to construct all amenities prior to receiving any additional building permits or certificates of occupancy;

WHEREAS, as part of this Agreement, Developer also agrees to complete all public infrastructure improvements attributed to this development, including, but not limited to, its proportional share of the traffic signal at the intersection of 2780 East and Mall Drive, with the contribution amount of \$100,000.00, which contribution can be used for construction of the remainder of 2780 East and Mall Drive along the frontage of The Fields at Mall Drive final plat, see attached Exhibit C, and other public infrastructure improvements that are not attributed to the Woodland Project, as permitted in the sole discretion of City;

WHEREAS, City is willing to allow partial occupancy of the Woodland Project (Phase 1A only) if, and only if, Developer strictly complies with the conditions and requirements of this Agreement;

WHEREAS, City cannot grant approval until Developer agrees to the conditions set forth herein;

WHEREAS, the Parties desire to enter into this Agreement to memorialize the terms and conditions for partial occupancy and completed construction of the Woodland Project; and

WHEREAS, City, acting pursuant to its authority under Utah Code Annotated, Section 10-9a-101, et. seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has determined this Agreement is in the best interest of the citizens of the City of St. George, and in the exercise of its legislative discretion, has elected to approve this Agreement.

NOW, THEREFORE, in consideration of the premises, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals and exhibits are incorporated herein by reference.
2. **Occupancy and Improvements.**

Phase 1A: City agrees to permit Developer to occupy the buildings within Phase 1A of the Woodland Project as residential townhomes prior to completion of Woodland Project Amenities, if, and only if, Developer strictly complies with the conditions and requirements of this Agreement. The Woodland Project Amenities are described on Exhibit D, which is attached hereto and incorporated herein. However, no occupancy permits for Phase 1A units will be issued until Developer completes all requirements set forth on the building permits, completes construction in accordance with City of St. George Standard Specifications for Design and Construction, and provides all requirements necessary for access and health and safety, in the sole discretion of City.

Phase 1B: Developer further agrees that in addition to the faithful completion of the Phase 1A improvements prior to City issuing an occupancy permit for them, Developer may obtain building permits for the buildings in Phase 1B only, prior to completion of the Woodland Project Amenities, but shall not obtain occupancy permits for any buildings or units in Phase 1B prior to completion of the Woodland Project Amenities. Developer shall strictly comply with the terms and conditions in the Phase 1B building permits, complete construction of the Woodland Project Amenities, complete construction in accordance with City of St. George Standard Specifications for Design and Construction, and provide all requirements necessary for access and health and safety, in the sole discretion of City, prior to obtaining any occupancy permits in Phase 1B.

Phases 2, 3, and 4: Developer further agrees that Developer shall not obtain any building permits or occupancy permits for Phases 2, 3, or 4 until the Woodland Project Amenities are completed as determined in the sole discretion of City. Additionally, all Woodland Project Amenities shall be built within two (2) years of the Effective Date of this Agreement, regardless of the other deadlines herein, and regardless of the construction schedule of any phase of the Woodland Project.

Phase 4: Developer further agrees that Developer shall not obtain any certificates of occupancy for any buildings or units in Phase 4 of the Woodland Project until the following are completed, inspected, and warrantied as required:

1. all private landscaping and site finishes; and
2. all other requirements of City in its sole discretion.

Phase 3 : Developer further agrees that Developer shall not obtain any certificates of occupancy for any building or units in Phase 3 of the Woodland Project until the following are completed, approved and inspected:

1. all public infrastructure improvements attributed to this development, including, but not limited to, Developer's proportional share of the traffic signal at the intersection of 2780 East and Mall Drive, with the contribution amount of \$100,000.00, which contribution can be made to this or other public infrastructure improvements, as permitted in the sole discretion of City; and
2. all other requirements of City in its sole discretion.

For the Phase 1A improvements, failure to fully complete the improvements, pass all inspections, comply with all City requirements, and obtain certificates of occupancy on or before March 31, 2021 (the "Phase 1A Completion Date"), immediately extinguishes any right or interest of Developer to obtain partial occupancy of the Phase 1A improvements under this Agreement. Failure to meet the Phase 1A Completion Date obligations will result in the Woodland Project only obtaining certificates of occupancy when the public and private improvements for the entire project are fully constructed, pass all inspections, and meet all requirements of the City in its sole discretion. For the Phase 1B improvements, failure to complete the improvements, complete the Woodland Project Amenities, pass all inspections, comply with all City requirements, and obtain certificates of occupancy on or before March 31, 2022 (the "Phase 1B Completion Date"), is a breach of this Agreement.

3. **Cost of Improvements.** The cost of all improvements, their installation and completion, and the cost of licensure, shall be completely and wholly borne by Developer.
4. **Building Permits.** Developer at all times shall stay compliant with the terms and conditions of the Building Permits issued in the Woodland Project.
5. **Time.** Occupancy permits for any buildings or units in Phase 1A, and all subsequent phases, shall not be issued until such time as the City determines all conditions and requirements in this Agreement have been met, in its sole discretion.
6. **Acceptance.** Developer shall not be relieved from the obligation to complete all conditions, and install all improvements, until completed, installed, and warranted to the satisfaction of City. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with applicable City Ordinances, and City of St. George Standard Specifications for Design and Construction, and all applicable requirements of the City necessary for approval of any development of Developer's Property, and the Woodland Project, including the payment of fees, and compliance with all other applicable ordinances, resolutions, regulations, policies, and procedures of the City, except as modified or waived in this Agreement.
7. **Additional Requirements.** Developer shall at all times maintain safe and adequate separation between the areas with partial occupancy, the construction areas, and areas

without occupancy. Phase 1A, and Phases 1B, 2, 3 and 4, shall be separated with a barrier acceptable to City, and at all times Developer shall maintain the barrier between the phases and buildings. No construction vehicles, equipment, or supplies shall be parked or stored on the private access drives, or in the parking areas in Phase 1A of the Property once any certificate of occupancy has issued in Phase 1A. All construction items above, and all construction hazards, shall be separated from Phase 1A of the Property. Developer shall submit to inspections by the City of the Property and the Woodland Project at all times, with or without notice.

8. **Compliance.** Developer shall monitor compliance with the terms of this Agreement, and provide City with an updated estimate of remaining work every sixty (60) days, in order to verify Developer' progress on completing the improvements in a timely manner.
9. **Project Approvals and Compliance with City Design and Construction Standards.** Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with City ordinances and City of St. George Standard Specifications for Design and Construction, and all applicable requirements of the City necessary for approval of any development of Developer's property, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City, except as specifically modified or waived in this Agreement.
10. **Notice.** If any notice is required to be provided pursuant to the terms and conditions of this Agreement, said notice must be provided as follows:

To City:

St. George City Corporation
Attn: City Attorney

175 East 200 North
St. George, Utah 84790

To Woodland Project:

Woodland Estates Washington Fields, LLC
Attn: Tim Stewart

1404 W Sunriver Parkway, Suite 200
St. George, UT 84790

11. **Owner, Successors and Recording.** Developer hereby represents and warrants that as of the date of recording of this Agreement, Developer owns fee title interest to the Woodland Project. The rights, duties, and obligations herein shall inure to the benefit of, and be binding upon, the heirs, representatives, successors-in-interest, assigns, and transferees of the Parties, and subsequent purchasers of the Property. Any and all of the obligations of Developer as outlined in this Agreement shall run with the land, and shall constitute an encumbrance thereon. Changing the name of the Woodland Project, the lot or subdivision, the phase names or lines, or the address, will not relieve the Developer, or its heirs, successors, assigns, representatives, officers, agents, employees, members, receivers, and subsequent purchasers, from the obligations of this Agreement. It is the intent of the Parties that this Agreement will be enforced against

the situs of the real Property, regardless of the name of the business, lot, owner, phase, subdivision or address.

12. **Default.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, or to seek damages as a result of a breach hereof, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, legal costs, and other collection fees and costs incurred by said prevailing party in connection with the suit, both before and after judgment, in addition to any other relief to which such party may be entitled.
13. **Exhibits.** All exhibits attached hereto are incorporated herein as part of this Agreement.
14. **Indemnification.** To the extent allowed by state law, the Developer shall indemnify City against all third party claims, demands, causes or action, suits or judgments arising out of this Agreement, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of or in connection with this Agreement to the extent that it relates to performance of acts of the Developer, or its agents or assigns. In the event any such third party claim is made or suit is filed against the City, City shall give the Developer prompt written notice. Developer agrees to defend against any claims brought or actions filed against City arising out of this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of indemnity herein, the Developer agrees that City may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of the Developer. Said attorneys' fees shall be reasonable and subject to review by the Developer. The Developer shall be responsible for all costs associated with any claim, demand, action, suit, appeal, or judgment, including attorneys' fees for which it indemnifies or defends City.
15. **Attorneys' Fees.** If the City commences legal action to enforce or interpret any term of this Agreement, City shall be entitled to recover from Developer all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action, whether at trial or on appeal.
16. **Severability.** If any part or provision of this Agreement is determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement is deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

17. **Governing Law and Venue.** This Agreement shall be construed according to the laws of the State of Utah. The Parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The Parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.
18. **Construction.** Each of the Parties has had the opportunity to review this Agreement with counsel of their choosing, and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this Agreement.
19. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual, or entity without prior written consent of City, which consent shall not be unreasonably withheld.
20. **No Joint Venture, Partnership or Third Party Rights.** This Agreement does not create any partnership, joint venture, undertaking, business arrangement, or other arrangement between Developer and City. No term or provision of this Agreement is intended to be, nor shall be, for the benefit or obligation of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
21. **Survival.** It is expressly agreed that the terms, covenants, and conditions of this Agreement shall survive any legal act or conveyance of the Property or portion thereof, made under this Agreement, or made subsequent to this Agreement.
22. **Headings.** The section and other headings in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.
23. **Counterparts.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
24. **Modification and Integration.** The terms and conditions of this Agreement may be amended or modified only by written agreement of the Parties. This Agreement contains all the terms and conditions pertaining to the subject matter hereof and, except with regard to zoning and other approvals upon which this Agreement is based, supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties, whether oral or written, with respect to the subject matter.

25. Authority of Parties. Parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated, and that this Agreement constitutes a valid and binding agreement.

CITY:

Jonathan T. Pike
St. George City

By: Jonathan T. Pike

Its: Mayor

Dated: 3/26/2020

DEVELOPER:

Woodland Estates Washington Fields, LLC

By: Darcy A. Stewart

Its: General Partner

Dated: _____

DEVELOPER:

Stewart Enterprises, LC

By:

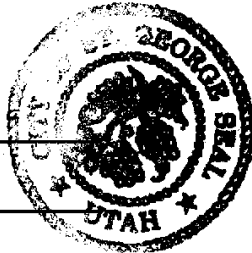
Its:

Dated: _____

Attest:

Christina Fernandez
Christina Fernandez, City Recorder

Dated: 3/26/2020



Approved as to form:

V.H. Hales 3/26/20
Victoria H. Hales, Assistant City Attorney



STATE OF UTAH)
 :SS
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 26th day of MARCH 2020, by Jonathan T. Pike and Christina Fernandez, the Mayor and City Recorder, respectively of the City of St. George, a Municipal Corporation, proved on the basis of satisfactory evidence to be the persons whose names are subscribed to this document, and acknowledged that they executed the same.



NOTARY PUBLIC

My Commission Expires:

STATE OF UTAH)
 :SS
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this ____ day of _____ 20__, by Darcy A. Stewart, the General Partner of Woodland Estates Washington Fields, LLC, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged that s/he executed the same.

NOTARY PUBLIC

My Commission Expires:

STATE OF UTAH)
 :SS
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this ____ day of _____ 20__, by _____, the _____ of Stewart Enterprises, LC, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged that s/he executed the same.

NOTARY PUBLIC

My Commission Expires:

25. **Authority of Parties.** Parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated, and that this Agreement constitutes a valid and binding agreement.

CITY:

St. George City
By: Jonathan T. Pike
Its: Mayor

Dated: _____

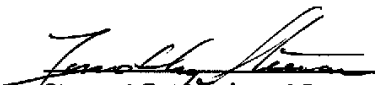
DEVELOPER:

X 

Woodland Estates Washington Fields, LLC
By: Darcy A. Stewart
Its: General Partner

Dated: _____

DEVELOPER:



Stewart Enterprises, LC
By: *TIMOTHY STEWART*
Its: *MANAGER*

Dated: 3/27/2020

Attest:

Christina Fernandez, City Recorder
Dated: _____

Approved as to form:

Victoria H. Hales, Assistant City Attorney

STATE OF UTAH)
 :SS
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this ____ day of _____ 20__, by Jonathan T. Pike and Christina Fernandez, the Mayor and City Recorder, respectively of the City of St. George, a Municipal Corporation, proved on the basis of satisfactory evidence to be the persons whose names are subscribed to this document, and acknowledged that they executed the same.

NOTARY PUBLIC

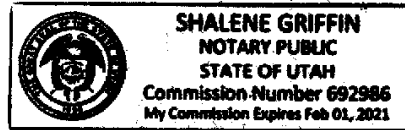
My Commission Expires:

STATE OF UTAH)
 :SS
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 27th day of March 2020, by Darcy A. Stewart, the General Partner of Woodland Estates Washington Fields, LLC, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged that s/he executed the same.

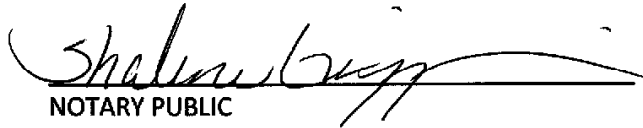

NOTARY PUBLIC

My Commission Expires:
2-1-21



STATE OF UTAH)
)
 :SS
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 27th day of March 2020, by Timothy Stewart the owner of Stewart Enterprises, LC, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged that s/he executed the same.


NOTARY PUBLIC

My Commission Expires:

2-1-21

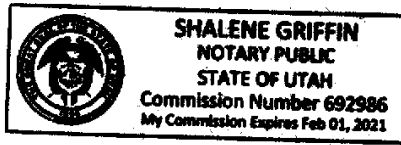




Exhibit A

Woodland Townhomes

A portion of Lot 1, Section 34, Township 42 South, Range 15 West, Salt Lake Base & Meridian, more particularly described as:

The Basis of Bearing is the section line between the Southwest Corner and West Quarter Corner of said Section 34, Township 42 South, Range 15 West, Salt Lake Base & Meridian, bearing South 0°50'22" West 2669.07 feet.

Beginning at a point being North 00°50'38" East 1,611.59 feet and East 183.37 feet from the West Quarter Corner of said Section 34, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence North 11°20'11" West 190.41 feet;

thence North 03°22'21" East 176.99 feet;

thence South 89°18'43" East 1,131.35 feet to the westerly line of The Fields at Mall Drive;

thence southerly the following (2) courses along said The Fields at Mall Drive;

thence South 00°41'23" West 28.05 feet;

thence South 88°37'39" East 37.00 feet to the easterly line of said Lot 1, Section 34;

thence South 00°41'17" West 621.65 feet along said easterly line to the southeast corner of said Lot 1;

thence North 88°56'53" West 797.85 feet along the southerly line of said Lot 1;

thence North 01°04'21" East 279.77 feet;

thence North 88°55'39" West 341.02 feet to the Point of Beginning.

Containing 648,856 square feet or 14.90 acres.

Woodland Patio Homes

A portion of Block 1, JOSEPH SANDER'S ENTRY in the East one-half of the Northwest Quarter (E1/2NW1/4) of Section 34, Township 42 South, Range 15 West, Salt Lake Base & Meridian, more particularly described as follows:

The Basis of Bearing is the section line between the Southwest Corner and West Quarter Corner of said Section 34, Township 42 South, Range 15 West, Salt Lake Base & Meridian, bearing South 0°50'22" West 2669.07 feet.

Beginning at a point on the southerly line of The Fields at Mall Drive Phase 1, said point being North 00°50'38" East 1,932.09 feet along the section line and East 1,336.05 from

EXHIBIT A



the West Quarter Corner of Section 34, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence easterly the following (3) courses along the southerly line of said The Fields at Mall Drive Phase 1;

thence South 88°37'39" East 583.31 feet;

thence South 38°39'21" East 126.18 feet;

thence South 88°37'39" East 623.44 feet to the easterly line of said Block 1;

thence South 00°31'50" West 501.30 feet along the easterly line of said Block 1;

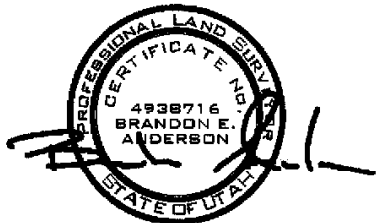
thence North 88°56'20" West 40.46 feet;

thence South 00°20'04" West 8.21 feet;

thence North 88°56'35" West 1,247.65 feet to the westerly line of said Block 1;

thence North 00°41'17" East 613.21 feet along the westerly line of said Block 1 to the Point of Beginning.

Containing 720,362 square feet or 16.54 acres.



March 27, 2019

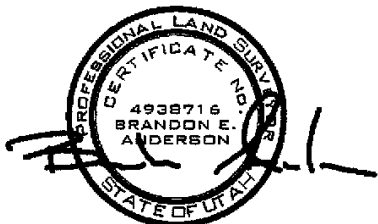
EXHIBIT B



Beginning at a point being North 00°50'38" East 1,562.61 feet along the section line and East 901.82 from the West Quarter Corner of Section 34, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

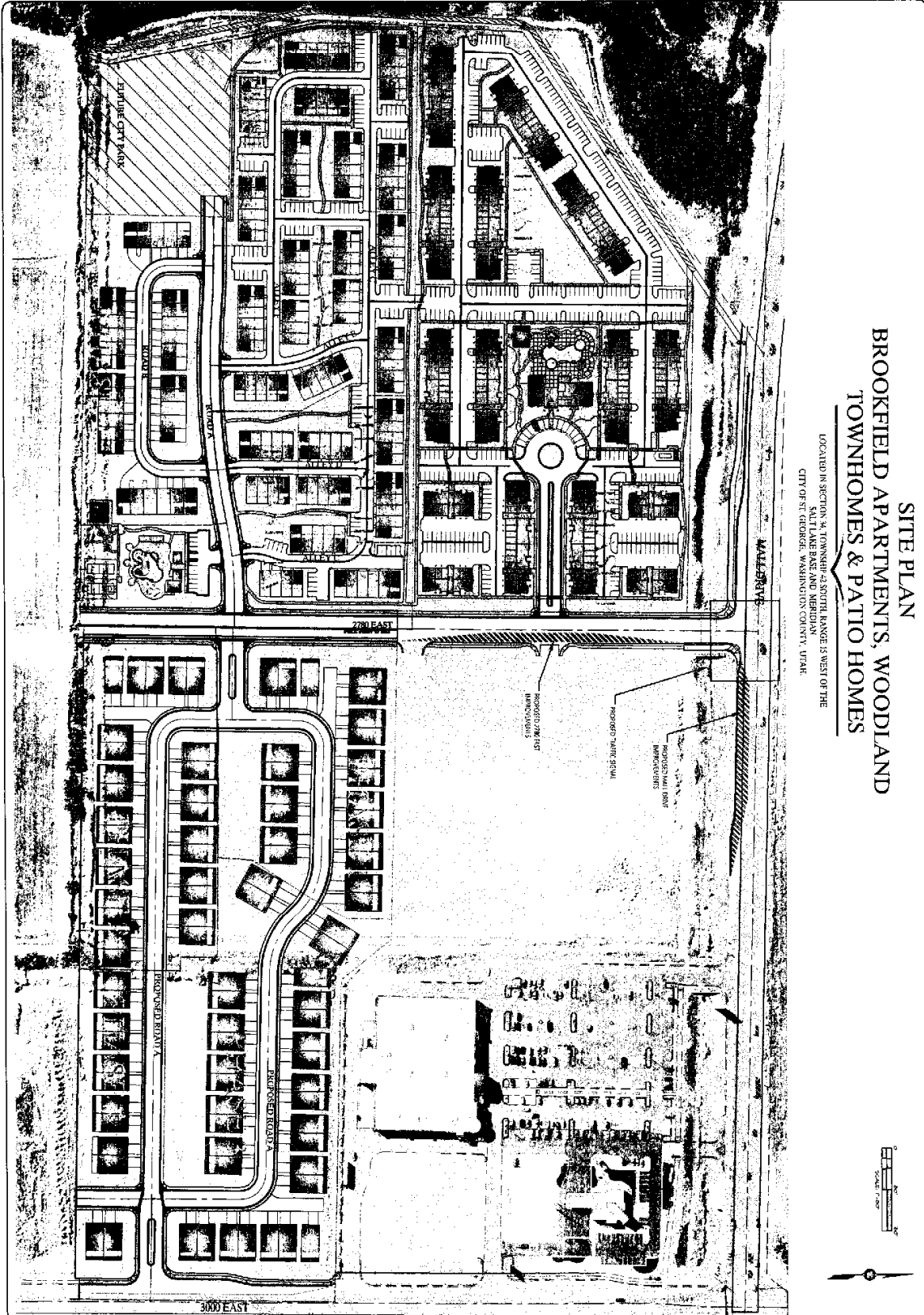
thence North 00°00'03" West 178.23 feet;
thence South 89°18'43" East 122.48 feet;
thence South 00°41'17" West 2.54 feet;
thence South 89°18'43" East 77.12 feet;
thence North 00°41'17" East 100.08 feet;
thence South 89°18'43" East 76.63 feet;
thence North 00°41'16" East 53.52 feet;
thence North 89°18'43" West 24.50 feet;
thence North 00°41'17" East 74.10 feet;
thence South 89°18'43" East 132.13 feet to the westerly line of The Fields at Mall Drive - Phase 1;
thence South 00°41'23" West 28.05 feet along said westerly line to the southwest corner of said The Fields at Mall Drive - Phase 1;
thence South 88°37'39" East 35.00 feet along the southerly line of said The Fields at Mall Drive - Phase 1;
thence South 00°41'17" West 621.67 feet to the southerly line of Sectional Lot 1, Section 34, Township 42 South, Range 15 West, Salt Lake Base & Meridian;
thence North 88°56'53" West 193.63 feet along said southerly line;
thence North 247.34 feet;
thence North 11°39'51" West 29.78 feet;
thence West 216.15 feet along an arc of a 1,499.10 foot radius curve to the right (center bears North 11°39'51" West, long chord bears South 82°28'00" West 215.97 feet with a central angle of 08°15'41") to the Point of Beginning.

Containing 159,850 square feet or 3.67 acres.



May 23, 2019

EXHIBIT C



SITE PLAN
BROOKFIELD APARTMENTS, WOODLAND
TOWNHOMES & PATTO HOMES
 LOCATED IN SECTION 9, TOWNSHIP 4 SOUTH, RANGE 15 WEST OF THE
 SALT LAKE BASIN AND NEBRIDIAN
 CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH.


SHEET 1 OF 1 SHEETS	SITE PLAN FOR BROOKFIELD APARTMENTS & WOODLAND ESTATES ST. GEORGE UTAH	 ROSENBERG ASSOCIATES CIVIL ENGINEERS • LAND SURVEYORS	PROJECT NO. 20200017678 DATE 04/10/2020 DRAWN BY [Name] CHECKED BY [Name] APPROVED BY [Name]
	18" x 24" (1/8" = 1' SCALE) 18" x 24" (1/8" = 1' SCALE)		

EXHIBIT C CONTINUED

Proposed Public Improvements

Proposed public improvements include the following:

Construction of a 4-way traffic signal at the intersection of Mall Drive and 2780 East

1. Developer agrees to cost participate with City in the construction of the traffic signal the sum of \$100,000.

2. Developer agrees to reimburse City Developer's cost participation of \$100,000 on a pro rata share basis based on the number of proposed buildings within each final plat of the Woodland Townhomes project and the Woodland Patio Homes project.

3. There are 32 buildings within the Woodland Townhomes project and 44 duplex and 4 single family buildings within the Woodland Patio Homes project. The total number of buildings between the two projects is 80.

4. The pro rata share for each building is $\$100,000/80$ buildings = \$1,250/building. Prior to the recording of each final plat within these two projects, Developer shall reimburse City \$1,250 for each proposed building within the final plat. Therefore, if there are 5 proposed buildings within a final plat, Developer shall reimburse City \$6,250 prior to the final plat recording.

5. Developer agrees to reimburse City, the pro rata share for each proposed building within the final plat boundaries, prior to recording of the final plat for any subdivision phase of Woodland Townhomes project and Woodland Patio Homes project.

EXHIBIT C CONTINUED

6. Developer can offset the cost of the traffic signal by installation of the following public improvements.

a. Installation of conduit for the future traffic signal at the intersection of 2780 East and Mall Drive.

b. Construction of approximately 565 linear feet of the east side of 2780 East along the frontage of parcels SG-FMD-9 and SG-FMD-8, which improvements are 6860 SF of asphalt pavement and roadbase, 565 LF of curb and gutter, 2,825 SF of sidewalk, 4 EA ADA ramps, and 1,300 SF of concrete cross gutter.

c. Construction of approximately 420 linear feet of Mall Drive along the frontage of parcel SG-FMD-8, which improvements are 7,550 SF of asphalt pavement and roadbase, and 420 linear feet of curb and gutter.

7. City agrees to reduce Developer's cost participation of \$100,000 for the traffic signal per Developer's cost to install the public improvements mentioned in item 6. City and Developer shall agree to the unit cost for each public improvement prior to City reducing Developer's cost participation. Developer shall construct and install the public improvement per city standards and per the approved site construction drawings for the Woodland Townhomes project.

8. City agrees to construct and install traffic signal within 5 years of the date of this agreement. If City does not complete installation of traffic signal within five years of the date of this agreement, City shall reimburse to Developer any payments made toward Developer's cost participation up to that point, including public improvements listed in item 6 installed by Developer, and Developer's obligation to the cost of the construction of the traffic signal shall be terminated.

Exhibit D

Woodland Townhomes & Woodland Patio Homes Amenities

Woodland Townhomes & Patio Homes: The Woodland Townhomes & Patio Homes will share amenities and include a 1,600 sq ft clubhouse with restroom/changing facilities, a 3,000 sq ft swimming pool area, tennis/pickleball and basketball courts, playground, and green space areas (potential community garden). Amenity area improvements as shown on attached site plan labeled Exhibit D.

EXHIBIT D

