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Gary Christensen Washington County Recorder
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By WASHINGTON CITY



Upon recording, return to:

Washington City
Attn: Recorder's Office
111 East 100 North
Washington, UT 84780

Tax Parcel ID: **W-4-2-7-441, W-4-2-6-321**

**DEVELOPMENT AGREEMENT
(Sienna Hills Plaza Project)**

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into as of the 30th day of August, 2024 (the "**Effective Date**"), by and between Washington City, a Utah municipal corporation (the "**City**"), and 2700 NORTH DEV PARTNERS Utah LLC and CC Cypress, LLC as tenants in common ("**Developer**"). The City and Developer may be hereinafter collectively referred to as "**Parties**," and individually as a "**Party**."

RECITALS

A. Developer has the right to develop approximately 70 acres of land located within Washington City and more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "**Property**"). No additional land shall be added to the Property without the express, written amendment of this Agreement, executed and approved by Developer and the City.

B. Developer desires to develop the Property as a commercial and residential mixed-use development, in a manner consistent with the City's Code, regulations, policies and plan.

C. Developer desires to develop the Property to be known as the Sienna Hills Plaza (the "**Project**"), comprised of various residential, commercial, and public uses, all as set forth in the Development Plan, attached hereto as **Exhibit B**.

D. Developer and the City desire to enter into this Agreement for the purpose of vesting the development rights of the Property in order to implement the provisions of this Agreement and to more fully set forth the covenants and commitments of each Party, while giving effect to applicable State law, City code, policies, guidelines and regulations. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to the terms of, Utah Code Ann. § 10-9a-102 (2022).

E. The City desires the Project be developed, to the extent practicable, as a residential and commercial mixed-use project within the City, comprised of a harmonious and balanced mix of residential and commercial and public uses, with the further objectives of:

- (i) promoting water conservation and sustainable development;
- (ii) creating a diversity in available housing stock;

(iii) creating a mix of commercial property generating tax revenues; and

(iv) creating private amenities along with Developer's residential and non-residential density, with ownership and maintenance by one or more community home owners' associations;

F. The City discloses and Developer acknowledges that the City operates a municipal culinary water system with no excess culinary water supply for the Project. The City discloses and Developer acknowledges that all additional water sources available to the Project must come from Developer's dedication of such sources to the City or the City's participation in the Washington County Water Conservancy District's Regional Water Supply Agreement, under which the City is a municipal customer, and pursuant to which water supplies may become limited or unavailable for delivery to the Project as determined by the Washington County Water Conservancy District.

G. The City is acting pursuant to its authority under *Utah Code Ann. § 10-9a-101*, et. seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, guidelines, and regulations, and in the exercise of its legislative discretion, and has elected to approve this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definitions.

1.1. "**Administrative Amendment**" means and includes any minor amendment to the Project Plan or this Agreement or other minor modifications and action that may be approved by the Administrator as provided herein.

1.2. "**Administrator**" means the person designated from time to time by the City as the Administrator of this Agreement.

1.3. "**Agreement**" means this Development Agreement including all its Exhibits.

1.4. "**Applicant**" means a person or entity submitting a Development Application or a request for an Administrative Amendment.

1.5. "**Building Permit**" means a permit issued by the City to allow construction, erection or structural alteration of any building, structure, private or public infrastructure on any portion of the Project, or to construct any of Developer's Public Improvements.

1.6. "**Buildout**" means the completion of all of the development on all of the Project.

1.7. **“Capital Facilities Plan”** means a current plan adopted by the City or as may be amended in the future which governs the construction of certain public facility and the collection of Impact Fees as required by State law.

1.8. **“City”** means Washington City, a Utah municipal corporation.

1.9. **“City Consultants”** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology, or drainage for reviewing certain aspects of the development of the Project.

1.10. **“City Council”** means the elected City Council of the City.

1.11. **“City Improvements”** means the improvements described in Section 14.

1.12. **“City’s Future Laws”** means the ordinances, policies, standards, procedures, and processing fee schedules of the City which may be in effect after the Effective Date and when a Development Application is submitted for a part of the Project which may be applicable to the Development Application depending upon the provisions of this Agreement.

1.13. **“City’s Vested Laws”** means the ordinances, policies, standards, procedures, and processing fee schedules of the City related to zoning, subdivisions, development, public improvements, and other similar or related matters that were in effect as of the Effective Date of this Agreement, as contained in *Washington City Code*, Titles 8, 9 and 10.

1.14. **“Denial”** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or “redlines” by the City staff.

1.15. **“Developer”** means 2700 NORTH DEV PARTNERS LLC and CC Cypress LLC, both of which own the Property as Tenants in Common, and their respective assignees or transferees as permitted by this Agreement.

1.16. **“Developer’s Public Improvements”** means the improvements described in Section 9.

1.17. **“Development Application”** means an application to the City for development of a portion of the Project including a Final Plat, a Building Permit or any other permit, certificate, or other authorization from the City required for development of the Project or any portion thereof.

1.18. **“Final Plat”** means the recordable map or other graphical representation of land prepared in accordance with *Utah Code Ann.* § 10-9a-603 (2022), and approved by the City, effectuating a Subdivision of any portion of the Project.

1.19. **“General Plan”** means a plan approved by the City that sets forth general guidelines for the proposed future development of property in the City, including the Property, as required and contemplated under *Utah Code Ann.* § 10-9a-401, et seq. (2022), as amended.

1.20. **“Impact Fees”** means those fees, assessments, exactions or payments of money imposed by the City as a condition on development activity as specified in *Utah Code Ann. § 11-36a-101, et seq. (2022)*.

1.21. **“Intended Uses”** means the use of all or portions of the Project for commercial and residential development and more precise uses as more fully specified in the Project Plan.

1.22. **“Land Use Act”** *Utah Code Ann. § 10-9a-101, et seq. (2022)*.

1.23. **“Low Impact Development”** means a land planning and design approach which seeks to maintain a site’s predevelopment ecological and hydrological function through the protection, enhancement, or mimicry of natural processes.

1.24. **“Modification Application”** means an application to amend this Agreement or the Development Application.

1.25. **“Non-City Agency”** means a governmental or quasi-governmental entity, other than those of the City, which has jurisdiction over the approval of any aspect of the Project.

1.26. **“Parcel”** means any approved building parcel within the Project.

1.27. **“Project Plan”** means the project plans, drawings, specifications and data sheets for the Siena Hills Plaza Project attached hereto as Exhibit B.

1.28. **“Planning Commission”** means the City’s Planning Commission established by the Zoning Ordinance.

1.29. **“Project”** means the development to be constructed on the Property pursuant to the Project Plan and this Agreement, with the associated Intended Uses and all the other aspects approved as part of this Agreement.

1.30. **“Property”** shall have the meaning set forth in Recital A.

1.31. **“State”** means the State of Utah.

1.32. **“Sub-developer”** means an entity not “related” (as defined by Internal Revenue Service regulations) to Developer which purchases a Parcel for development.

1.33. **“Subdivision”** means the division of any portion of the Project into a subdivision pursuant to State law and/or the Zoning Ordinance.

1.34. **“System Improvement”** means those elements of infrastructure that are defined as System Improvements pursuant to *Utah Code Ann. § 11-36a-102(22) (2022)*.

1.35. **“Zoning Ordinance”** means the City’s Zoning Ordinance adopted pursuant to the Land Use Act that was in effect as of the date of this Agreement as a part of the City’s Vested Laws and, as applicable, amendments thereto including City’s Future Laws.

2. Incorporation of Recitals; Capitalized Terms. The foregoing Recitals are incorporated by reference into this Agreement, as a substantive part hereof. Capitalized terms used herein shall have the meaning given them in this Agreement and if not otherwise defined herein, shall have the plain and ordinary meaning within the context they appear.

3. Findings and Authority for Property Development.

3.1. Findings. Concurrent with the execution of this Agreement, The City finds that: (a) the Development Application (along with any Modification Applications thereto) and this Agreement are consistent with the General Plan, and all other applicable ordinances, rules, regulations, and policies of the City; and (b) development of the Property pursuant to this Agreement and the Project Plan will result in planning and economic benefits to the City and will further the health, safety, and welfare of the City and its residents by, among other things: (i) requiring development of the Property in a manner consistent with the applicable rules, regulations, and policies of the City; (ii) providing for the dedication of infrastructure improvements to be completed in several phases as set forth herein; (iii) increasing property tax and other revenues to the City derived from improvements to be constructed on the Property; and (iv) creating jobs from the construction, development and commercial activities located on the Property.

3.2 Acknowledgements. The City acknowledges the Developer is relying on the execution and continuing validity of this Agreement, and the City's performance of its obligations herein. Developer has expended substantial funds in the development of the Property and, in reliance upon this Agreement, will continue to expend additional funds. Developer acknowledges that the City is relying on the -Project Plan and the execution and continuing validity of this Agreement, and Developer's performance of its obligations under this Agreement, in continuing to perform the obligations of Developer herein. The City has expended substantial time, resources, and funds in connection with the proposed development of the Property and, in reliance of this Agreement, will continue to expend additional time, resources and funds.

4. Development Pursuant to Plan and Design Guidelines.

4.1 Project Plan. The City acknowledges that the Project Plan, attached hereto as Exhibit B and incorporated herein by this reference, satisfies the requirements of the City's ordinances and policies for the development of the Project. The Project Plan describes and depicts the Project as one 96-unit patio home project, two 180-unit multifamily projects, and approximately 25 acres of commercial development. The Project Plan generally depicts the intended uses, lot lines, utilities, drainage control facilities, major roads, parks, trails, and facilities that will be installed and constructed upon the Property. In addition to the foregoing, the Developer may request City's approval of minor modifications to the extent generally consistent with the Project Plan. Examples of such minor modifications shall include the following:

01. Minor modifications to roadway alignments, provided there is no change in roadway classification or construction standards.

02. Modifications to the location and size of facilities or lots.

03. The classification of all other modifications, as minor or substantial, shall be in the reasonable discretion of the City Planning and Zoning Administrator. The Administrator shall oversee the modification process for any modifications described above or any other proposed modification which City classifies as minor. All modifications shall be reflected in a written instrument signed by the Administrator. All substantial modifications may be made by an approved and written amendment to the Project Plan.

04. Design Guidelines. The Project Plan reflected herein as Exhibit B shall be amended and adapted by Developer or any Applicant for specific lot improvements, to provide the set of structure/building Design Guidelines and Standards (the “**Design Guidelines**”) that were presented to the City Council at the time of zoning approval and were agreeable to the City and which will govern the structural design of the proposed development. In all instances where infrastructure, standards, guidelines, or other details are not defined in the Project Plan nor the approved Design Guidelines and Standards, City adopted standards for construction design will otherwise govern the Project and shall be followed by the Developer.

4.2 Purpose; Authorization to Develop. The Parties desire that the City has reasonable certainty concerning the manner in which the Property will be developed, and that Developer will have reasonable certainty in proceeding with development of the Property. Developer shall comply with the terms and conditions of the Project Plan and this Agreement, and the City authorizes Developer to develop the Property as set forth in the Project Plan and this Agreement, as modified as set forth in Section 4.1.3.

4.3 Plans, Permits and Approvals; Documents. Developer shall prepare detailed construction plans, drawing, and specifications (the “**Construction Plans**”) for the Developer’s Public Improvements for the Project, which Construction Plans shall be subject to the City’s reasonable approval if the Construction Plans are consistent with the Project Plan and are not otherwise contrary to this Agreement or the City’s approval and conditions upon approval. Developer shall diligently pursue and obtain any and all necessary governmental approvals, permits and the like as necessary and required for development of the Project. Developer agrees to provide City with a copy of any and all relevant records and documents relating to the Developer’s Public Improvements, as requested by City.

4.4 Insurance. At all times during which Developer is engaged in development activities and during any warranty period contemplated by this Agreement with respect to any portion of the Project which has been dedicated or which may be dedicated to the City, Developer agrees to obtain and maintain commercial general liability insurance with City named as an additional insured, at the rate of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

4.5 Building Permits; Occupancy. At the time that City receives the improvement completion assurance described in Section 13.2 hereof and a subdivision plat is recorded, Developer may request issuance of building permits according to City’s customary permitting process applicable to developers or builders. Subject to Developer’s compliance with Project phasing conditions for occupancy permit, Developer may request certificates of occupancy

for those structures issued building permits as long as Developer is in compliance with this Agreement, Washington City Code, and City's guidelines, standards, policies, and regulations.

4.6 Other Terms. The parties agree to resolve the following additional terms and issues prior to initiation of the Project:

4.6.1 The parties agree that during Phase 1 of the residential apartments Developer shall construct to a state of "graded-in" the road to the trailhead indicated in Exhibit B-3 and Developer shall finalize and complete the road and trailhead during Phase 2. The Parties further agree that this improvement is a project amenity and is not a capital improvement that is impact fee eligible. Because such trailhead does not qualify for Impact Fees reimbursement, nothing in this provision obligates Washington City to credit or reimburse trailhead time, machinery and workmen expenses, materials, or any associated costs to Developer.

4.6.2 The Developer will relocate and remediate the wash to the correct location as is shown in Exhibit D. For purposes of this agreement and the City's approval, "to remediate" includes the installation of appropriate landscaping and erosion controls, the mitigation of any cuts and scarring caused by equipment and relocation of the wash way, and installation of necessary measures to manage sediment, erosion, and future flows of water in the wash. The city has stated that because the wash is being corrected a CLOMR is not needed, a LOMR will be completed once the Wash relocation is complete.

4.6.3 The Parties further agree that the FEMA wash roadway crossing and associated improvements are not a capital improvement that is impact fee eligible. Because such FEMA wash improvements do not qualify for Impact Fees reimbursement, nothing in this provision obligates Washington City to credit or reimburse trailhead time, machinery and workmen expenses, materials, or any associated costs to Developer.

4.6.4 The parties agree that no Certificate of Occupancy will be issued for building in the Project until (a) 3 lanes of Grapevine Crossing have been constructed connecting Grapevine Crossing to Washington Pkwy as illustrated by the thick gray line in Exhibit D; (b) the retail road illustrated in Exhibit B as a gray line is constructed to stub to the first half of the commercial area; and (c) the access to the trailhead will be bladed so that access is provided. Certificate of Occupancy will not be issued for the second phase of multifamily until the access to the trailhead is fully improved and the trailhead improvements are complete.

5. Vested Rights, Exceptions.

5.1. Vested Rights; Reserved Legislative Powers. To the maximum extent permissible under the laws of the State and the United States and at equity, this Agreement grants and vests in Developer all rights, consistent with the Project Plan and City's Vested Laws, to develop the Project according to the Project Plan as provided in this Agreement. The Parties intend that the rights granted to Developer and the entitlements for the Project under this Agreement are both contractual and provided under the common law concept of vested rights and pursuant to *Utah Code Ann.* § 10-9a-509 (2022). It is expressly understood by the City that

Developer may assign all or portion of its rights under this Agreement and the Project Plan, provided such assignment conforms to the requirements of, and any and all assignees agree to be bound by the terms of this Agreement. The foregoing notwithstanding, nothing contained herein shall be construed as a contractual limitation on any of the City's so-called "police powers."

5.2. Countervailing, Compelling Public Interest. The City and Developer acknowledge they are familiar with the "compelling, countervailing public interest" exception to the doctrine of vested rights in the State of Utah pursuant to *Utah Code Ann. § 10-9a-509(1)(a)(ii)* (2022). Nothing in this Agreement shall limit the future exercise of power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement. This Agreement is not intended to and does not bind the City or its City Council in the independent exercise of its or their legislative discretion, except to the extent specifically set forth in this Agreement. Notwithstanding the retained power of the City to enact such legislation, such legislation shall only modify Developer's vested rights as set forth herein to the extent that facts and circumstances are present which require application of the exceptions to the vested rights doctrine as articulated in Western Land Equities v. City of Logan, 617 P.2d 388 (Utah 1980).

5.3. City's Future Laws. Any restrictions on the applicability of the City's Future Laws to the Project are subject to the following exceptions:

5.3.1. Agreement. City's Future Laws that Developer agrees in writing as being applicable to the Project.

5.3.2. Compliance with State and Federal Laws. City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and federal laws and regulations affecting the Project.

5.3.3. Safety Code Updates. City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices, or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or federal governments and are required to meet legitimate concerns related to public health, safety or welfare.

5.3.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons, and entities similarly situated.

5.3.5. Fees. Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

5.3.6. Countervailing, Compelling Public Interest. Laws, rules or regulations that the City Council finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to *Utah Code Ann. § 10-9a-509(1)(a)(ii)* (2022).

5.3.7. Impact Fees. Impact Fees or modifications thereto, where applicable, which are lawfully adopted, imposed and collected.

5.3.8. Procedural Requirements. Revisions and amendments to the City's procedures for submission, review, and action on land use or development-related applications, as long as the same do not substantively interfere with Developer's vested rights as outlined in the Project Plan and this Agreement.

5.3.9. Invalidity. Developer covenants not to bring suit to have any of the City's Vested Laws declared to be unlawful, unconstitutional, or otherwise unenforceable. If any of the City's Vested Laws are declared to be unlawful, unconstitutional, or otherwise unenforceable, then Developer will, nonetheless comply with the terms of this Agreement. Developer shall also in that event cooperate with the City in adopting and agreeing to comply with a new enactment by the City which is materially similar to any such stricken provisions and which implements the intent of the Parties in that regard as manifested by this Agreement.

5.3.10. Moratoria. The Project and the rights and obligations of Developer under this Agreement shall be subject to any regulation, ordinance or moratorium enacted by the City to respond to a bona fide threat to public health and safety and involving facts and circumstances beyond the reasonable control of the City, and which represent a compelling, countervailing public interest adopted pursuant to *Utah Code Ann. § 10-9a-504* (2022). To the extent that culinary water deliveries pursuant to the City's participation in the Washington County Water Conservancy District's Regional Water Supply Agreement should cease or become insufficient for continued development for any reason outside the reasonable control of the City, Developer acknowledges and specifically agrees that temporary or permanent moratoria for lack of sufficient water supply may be enacted against the Project by the City and that any such water sufficiency moratorium shall not result in Developer's accrual of any right, claim, or damage claim against the City.

6. Development of Project

6.1. Intended Use and Densities. The Property will consist of one 96-unit residential patio home project, two 180-unit residential multifamily projects, and approximately 25 acres of commercial development, public improvements, and any other similar items regarding development of the Property to be materially consistent with the Project Plan. The Intended Uses for each Parcel are described in this Agreement and shown on the Project Plan; however, the Parties acknowledge that the most efficient and economic development of the Project depends on numerous factors, such as market orientation and demand, interest rates, competition, and similar factors. Accordingly, and subject to the terms of this Agreement, the timing, sequencing, and phasing of development of the various Parcels in the Project shall occur as detailed in Exhibit C.

6.2. Use and Design. Intended Uses are shown on the Project Plan. The Design Guidelines for lot-specific improvements shall be adapted to this Agreement by future submission of Developer or other applicant, and approval of City, and will establish the allowable building heights, building setbacks, and other requirements for each lot specific type of use. Upon approval by the City as a minor modification through an Administrative Amendment, Developer may adjust the relative location of approved Intended Uses.

7. Approval Process for Development Applications.

7.1. Phasing. The City acknowledges that Developer and any other Applicants who have purchased Parcels of the Project may submit multiple applications from time-to-time to develop Parcels or portions thereof.

7.2. Processing. Approval processes for Development Applications shall be as provided in the City's Vested Laws, unless Developer elects otherwise under Section 8.

7.3. City's Cooperation in Processing Development Applications. The City shall cooperate reasonably in promptly processing Development Applications.

7.4. Planning Commission Review of Development Applications.

7.4.1. Unless an Applicant consents to a different schedule, all aspects of a Development Application subject to review by the Planning Commission pursuant to the City's Vested Laws (unless Developer elects otherwise under Section 8) and this Agreement shall comply with the public hearing and public meeting requirements of applicable City ordinances and State law.

7.4.2. Hearing Schedule. Any public hearing or public meeting relating to a Development Application shall be scheduled in accordance with City's Vested Laws, unless Developer elects otherwise under Section 8, and, if applicable, pursuant to this Agreement. The City will reasonably cooperate with each Applicant in such scheduling.

7.4.3. Recommendation. At the conclusion of public hearing(s) or public meeting(s) on a Development Application, the Planning Commission shall make its determination and/or recommendation consistent with the City's Vested Laws, unless Developer elects otherwise under Section 8.

7.5. City Council Review of Development.

7.5.1. Application Consideration by the City Council. After the Planning Commission has made or been deemed to have made a recommendation to the City Council on a Development Application the City Council shall consider the Development Application under the City's Vested Laws, unless Developer elects otherwise under Section 8.

7.5.2. Hearing Schedule. Any public hearing or public meeting required before the City Council shall be scheduled in accordance with City's Vested Laws, unless otherwise indicated specifically in this Agreement. The City will reasonably cooperate with each Applicant in

such scheduling. Applicant shall respond in good faith to any requests for additional information by the City Council during its consideration of any Development Application.

7.5.3 Decision of the City Council. At the conclusion of the City Council's public hearing(s) and/or public meeting(s) considering any Development Application, or at any time during any subsequent meeting, the City Council shall make a final determination on the granting, tabling or denial of the Development Application.

7.6 Non-City Agency Reviews. If any aspect or a portion of a Development Application is governed exclusively by a Non-City Agency then the Applicant shall timely notify the City of any such submittals and promptly provide the City with a copy of the requested submissions. The City may only grant final approval for any Development Application subject to compliance by Applicant with any conditions required for such Non-City Agency's approval.

7.7 Acceptance of Certifications Required for Development Applications. Any Development Application requiring the signature, endorsement, or certification and/or other action by a person holding a license or professional certification required by the State or other governmental authority in a particular discipline, shall be so signed, endorsed, certified, or otherwise acted upon signifying that the contents of the Development Application comply with the applicable regulatory standards of the City.

7.8 Independent Technical Analyses for Development Applications. If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, "threatened and endangered species," and other similar matters which are required by the City's Vested Laws or City's Future Laws, and this Agreement, to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants under the processes specified in this Agreement with the actual and reasonable costs being the responsibility of Applicant. If the City needs any other technical expertise other than as specified above, under extraordinary circumstances specified in writing by the City, the City may engage such experts as City Consultants under the processes in in this Agreement with the actual and reasonable costs being the responsibility of Applicant.

7.9 City Denial of a Development Application. If the City denies a Development Application, the City shall provide a written determination advising the Applicant of the reasons for denial.

7.10 Meet and Confer regarding Development Application Denials. The City and Applicant shall meet within fifteen (15) business days, or as soon thereafter as possible, of the Denial of any Development Application to attempt to resolve the issues specified in the Denial of a Development Application.

7.11 City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Applicant shall appeal any such denial through the appropriate procedures of the Non-City Agency and not through the processes specified below.

7.12 Mediation of Development Application Denials.

7.12.1 Issues Subject to Mediation. Except as otherwise provided herein, issues resulting from the City's Denial of a Development Application may be subject to mediation; provided that the foregoing shall not preclude or limit either Party's ability to pursue injunctive or similar equitable relief in a court of competent jurisdiction.

7.12.2 Mediation Process. If the City and Applicant agree to mediation, the Parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with expertise regarding the issue in dispute and mutually agree to the allocation of the mediator fees between the Parties. The chosen mediator shall within fifteen (15) business days, review the positions of the Parties regarding the mediation issue and promptly attempt to mediate the issue between the Parties. If the Parties are unable to reach agreement, then upon mutual agreement of the Parties they may request that the mediator notify the Parties in writing of the resolution that the mediator deems appropriate; provided that the mediator's opinion shall not be binding on the Parties or admissible in any other proceedings.

8. Application Under City's Future Laws. Without waiving any rights granted by this Agreement, Developer may at any time, choose to submit a Development Application for some or all of the Project under the City's Future Laws in effect at the time of the Development Application. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to the Development Application. The election by Developer at any time to submit a Development Application under the City's Future Laws shall not, except where preempted pursuant this Agreement, be construed to prevent Developer from relying on the City's Vested Laws for other Development Applications.

9. Developer's Public Improvements. The improvements depicted in the Project Plan, and set forth in this section, represent the public infrastructure improvements to be completed by Developer that are intended to service the Project. This section is intended to obligate Developer to bring public infrastructure from the perimeter of the Property internally to the boundary of each individual Parcel and also obligate Developer to extend utilities to the Property when and where such utilities may exist in relation to the Project. Subject to the performance by the City of its obligations herein, Developer shall cause improvements to be installed, constructed, and completed, in conformance with applicable governmental and City standards, policies and guidelines and the Project Plan, and as amended for design guidelines (the "**Developer's Public Improvements**"). The Developer's Public Improvements will be installed and constructed in stages or phases as necessary to support the development of each Parcel. Developer shall be responsible for the costs to install, construct, and complete the Developer's Public Improvements. The Developer's Public Improvements to be constructed include:

9.1. Secondary Water, Culinary Water and Water Distribution Systems. All pipes, valves, fittings, pressure reducing valve stations, air release valves and other distribution facilities within the Project for the purpose of distributing secondary and culinary water to Parcels in the Project from existing City sources, storage tanks and distribution lines that are located on the Property. Provide and install all required materials and equipment for any

culinary or secondary water utility extension from any City sources, storage tanks, and distribution lines that are not located on the Property. Provide and install all required materials and equipment for any culinary or secondary water service to parks, trailheads, or improved amenities, as required by City code and policies.

9.2. Sewer Collection System. All pipes, manholes, clean-outs, lift stations, and other collection facilities within the Project for the purpose of collecting and transporting sanitary sewer from and within the Parcels to the existing sanitary sewer connection points located along the Project. Provide and install all required materials and equipment for any sewer utility extension from City trunk lines designated to service the Property that are not located on the Property.

9.3. Electrical Distribution System. The Project will be serviced by Washington City Power. Developer agrees to provide and install all required electrical materials and equipment for installation from the point of the existing distribution system in order to provide electrical service to all Parcels, lots, units, and amenity facilities within the Project. This shall include, but is not limited to, Developer's obligation to provide conduit, cable (primary and secondary), switchgear, sectionalizers, switch basements, secondary boxes, services, and all other material and equipment required for construction of a complete electrical system. City will cooperate with Developer and provide the layout for the required system improvements, consistent with the Project Plan, and Developer shall provide and install the required electrical system per City requirements and standards and shall use a Washington City pre-qualified contractor for all installation work. Developer will provide easements and all associated documentation for the required transmission and distribution lines within the Project for electrical system improvements to connect to the existing City's existing distribution system.

9.4. Street Lighting. In consultation with Washington City Power, standard downward focused street lights will be installed on the major arterial roadways per City ordinances and standards. Street lights on the major arterial roadways will be provided and installed by a pre-qualified contractor and installed per City requirements. Arterial roadway lights will be owned and maintained by the City after approval of initial installation and acceptance by City. All other roadways to be dedicated to the City shall install standard street lights per City ordinances and standards.

9.5. Roadways. All roadways contained within the Project as shown on the Project Plan and addressed in the transportation plan and traffic study portion of the Project Plan will be constructed by Developer, unless otherwise stipulated by City or mutually constructed by Developer and City. All roadways shown on the Project Plan are intended to be public roadways and upon completion of construction shall be dedicated to the City, subject to approval and acceptance by the City. Upon dedication, the City shall be responsible for the maintenance, repair, and replacement of all such roadways. All public roadways shall be constructed using the approved road cross sections as provided in Exhibit D or otherwise as required by the City. The parties agree that existing utilities may exist within the roadways depicted in the Project Plan and the Parties acknowledge that the City may require Developer, at Developer's sole expense, to repair or replace existing utilities if, in City's sole discretion, Developer's development activities should cause a need for existing utilities to be repaired or

replaced.

9.6. Stormwater Drainage/Detention Basins. All stormwater flows generated by the development of the Project will be controlled and contained within onsite detention basins, the details of which are contained in the stormwater drainage plan and report included in the Project Plan. All improvements including pipe, inlet and outlet structures, manholes, and detention basins will be constructed by Developer. Upon completion and approval of these facilities, Developer will convey and/or dedicate these facilities—*excluding* the detention basins—to the City, at which time the City will assume ownership and maintenance of these facilities *excluding* the detention basins and any Low Impact Development features. Upon completion and City-approval of the detention basins, Developer shall retain or otherwise convey ownership of the detention basins to an approved lot owner or entity, as authorized by the City, which owner or entity shall thereafter own, operate, and maintain the detention basin(s), and any Low Impact Development features. Provide and install all required materials and equipment for any storm water utility extension from City trunk lines designated to service the Property that are not located on the Property.

10. Financial Assurance. To the extent permissible under applicable State law and City's Vested Laws, the City's Future Laws, or if applicable pursuant to this Agreement, the City agrees that this Agreement constitutes the written undertaking of Developer to cause the improvements which Developer is required to make under this Agreement to be installed, constructed and completed. Bonding required under the normal City subdivision process shall be required of Developer unless otherwise funded, in which event there shall be a written Agreement for funding. In furtherance of the foregoing, Developer may provide one or more surety bonds or agreements to satisfy the undertakings set forth herein and any bonding (including without limitation any improvement guarantee bond(s), warranty bond(s), or restoration bond(s)) as may be required to complete the Project.

11. Dedication of Developer's Public Improvements.

11.1. Process and Conditions. Developer intends to dedicate, and the City intends to accept the dedication of certain approved and acceptable Developer's Public Improvements. Developer shall retain ownership of Developer's Public Improvements constructed for respective portions of the Project and shall remain solely responsible for all necessary maintenance, repairs, and replacements of Developer's Public Improvements prior to final acceptance thereof by the City. Thereafter, except for any warranty period or valid warranty claim contemplated under Subsection 13.2 hereof, the City shall be solely responsible for all necessary maintenance, repairs, and replacements of Developer's Public Improvements. Developer shall satisfy the obligation to dedicate the Developer Public Improvements by causing: (i) the filing of a dedication plat; or (ii) the filing of a final subdivision plat including dedication. The City shall approve and accept dedication of any Developer's Public Improvements, in whole or in part, as necessary to support the phase of development as long as the Developer's Public Improvements are materially consistent with the Project Plan and the applicable Final Plat, and determined by the City to meet its building code or other similar standards for such improvements. Subject to Developer's one-year warranty obligations, the City shall own, operate, and maintain the dedicated, approved, and accepted Developer's Public Improvements

without further charge or cost to Developer; provided, however, at the request of the City, and to the extent not prohibited by law or contract, Developer shall assign to the City any contractual warranty rights existing for such Developer's Public Improvements. As necessary, Developer will contractually obligate its Sub-developers/builders to dedicate any applicable portion of the Developer's Public Improvements in accordance with this Agreement. Developer agrees that no connections to Developer's Public Improvements shall occur before City approves and accepts the same, as contemplated herein.

11.2 Guarantee of Performance; Warranty. Developer acknowledges and agrees that an improvement completion assurance is required for all Developer's Public Improvements within the Project. If Developer desires to record any plat prior to Developer's completion of Developer's Public Improvements and City's acceptance, Developer will furnish to City an improvement completion assurance in accordance with Washington City Code in an amount required by City, but not to exceed one hundred ten percent (110%) of the engineer's estimate price for faithful completion of the Developer's Public Improvements. If Developer fully completes and City approves and accepts all of the Developer's Public Improvements prior to recording of any subdivision plat, Developer shall only be required to furnish to City an improvement warranty. Prior to City's acceptance of the Developer's Public Improvements, Developer shall execute an improvement warranty for a one (1) year improvement warranty period requiring Developer to guarantee that the Developer's Public Improvements will meet City standards throughout the one-year period following City's acceptance and final approval. The improvement warranty period for each completed portion of the Developer's Public Improvements will commence upon approval and acceptance of such Developer's Public Improvements by City.

12. Maintained Stormwater Drainage Systems. Any stormwater drainage facilities not accepted by the City shall be conveyed by Developer to an approved lot owner or entity, as authorized by the City, which owner or entity shall thereafter own, operate, and maintain the detention basin(s), and any Low Impact Development features. Developer will dedicate an easement to the City for the major drainage systems. The dedication will occur either by dedication plat or upon subdivision platting. Thereafter, the City shall maintain any portions of the stormwater drainage system located within the easements or rights of way that have been accepted by the City and are not owned by an owner or entity that received conveyance from Developer.

13. City Improvements. The City shall cause the following improvements to the Property to be provided, installed, constructed, and maintained, at such time as it becomes necessary for the development of the Project (collectively, the "**City Improvements**"):

13.1. Electrical Power Supply System. The City shall cause to be installed sufficient infrastructure to support the supply of electricity to the Project. The Developer shall use commercially reasonable efforts to provide the proposed improvement timing and unit counts in sufficient detail to allow for the proper installation lead times for the needed City improvements.

13.2. Culinary Water Supply and Storage. The City shall cause to be installed sufficient infrastructure to support the supply of culinary water service with adequate flow, capacity, and quality to satisfy the uses contemplated in this Agreement, together with adequate facilities for storage of such water to be delivered to the Project. Developer shall be responsible for all on-site water distribution systems within the Project along with any relocation of existing facilities within the Project. The City's obligations hereunder shall only bind the City to the extent that culinary water deliveries pursuant to the City's participation in the Washington County Water Conservancy District's Regional Water Supply Agreement should remain sufficient and satisfactory for continued development. Developer acknowledges that at the time of the negotiation and execution of this Agreement, the City possesses no excess culinary water supply for the Project and that all Project culinary water supplies are contemplated to come from culinary water delivered from the Washington County Water Conservancy Agreement or from water supplies dedicated by the Developer.

13.3. Secondary Irrigation Water. There currently is no secondary irrigation water available for the Project. City is developing a secondary water system master plan which may identify a source for secondary water. The Parties covenant to work to implement this system if secondary water sources become available. When the secondary water sources are certified by City as available for the project, Developer shall promptly convert all outdoor and non-culinary uses of culinary water to the City's secondary water service.

13.4. Sanitary Sewer. The City shall make available in key locations at the perimeter of the Project, a sewer collection system of adequate size and capacity to service the Intended Uses in the Project. This system will include outfall sewer lines, and other facilities as reasonably necessary to accommodate the sanitary sewer requirements of the Project. Some of the City provided sanitary sewer facilities will be located within the Project. Developer shall be responsible for installation and construction of all on-site sewer collection systems and delivery from those on-site systems to the City installed facilities within the Project. Developer's sewer improvements may include but are not limited to outfall sewer lines, lift stations, high pressure lines, and other facilities.

14. Impact Fees; Credits.

14.1. Impact Fees. The City may charge Impact Fees at the time and in the course of development of the Property as the City customarily charges to other developers or builders, in a non-discriminatory manner. Developer and any applicable Sub-developer, or builder shall pay any and all Impact Fees assessed by City in accordance with the standard applicable City requirements and state law. As a part of the approval of a Development Application, the City may require Developer, Sub-developer, or builder to build portions of infrastructure improvements as shown on Washington City's then-current Capital Facilities Plan instead of Developer's Public Improvements. In such event, and as a condition to the Developer's obligation to build such infrastructure improvements, the City and Developer, Sub-developer, or builder shall execute an agreement providing for the reimbursement of the actual costs incurred by Developer or the applicable Sub-developer or builder to construct any infrastructure improvements required by City in excess of those identified to serve the Project. If the Parties cannot reach agreement on the terms of a reimbursement agreement, then the

terms of such a reimbursement agreement shall be subject to the mediation provisions as provided herein. If any variation in the level of required Developer's Public Improvements is necessitated by an erroneous sizing by Developer or by changes to the demand needs caused by a material change to the Project Plan by Developer, Sub-developer, or builder, then the above provision requiring a reimbursement agreement shall not be applicable to the resulting differences.

15. Term; Extension.

15.1. Term. The term of this Agreement shall be until December 31, 2028. If as of that date Developer has not been declared to be in default as provided in this Agreement, or if any such declared default has been or is being cured as provided therein, then this Agreement shall be automatically extended until December 31, 2033. This Agreement shall also terminate automatically at Buildout, except that to the extent any obligations under this Agreement by their nature are intended to survive the termination of this Agreement, such obligations shall survive such termination.

15.2. Initial Development Application. This Agreement shall automatically terminate if Developer fails to submit a Development Application for approval within at least twelve (12) months from the Effective Date of this Agreement; provided that nothing contained herein shall prevent Developer from seeking one or more extensions of such deadline by application to the City.

15.3. Extension. The term of this Agreement may be modified upon mutual written agreement of the Parties.

16. On-Site Processing of Natural Materials. Developer may use the natural materials located on the Property such as sand, gravel, and rock, and may process such natural materials into construction materials such as aggregate or topsoil for use in the construction of infrastructure, or other buildings or improvements located in the Project, subject to any/all applicable State or federal laws, City's Vested Laws or City's Future Laws, and if applicable, pursuant to this Agreement. Developer shall make application for the appropriate permit for all such uses pursuant to the processes provided in the City's Vested Laws, the City's Future Laws, or, if applicable, pursuant to this Agreement. In connection with the foregoing, the City will review and, as appropriate, approve the temporary grading and exporting of excess dirt material for development of the Project, as necessary to effectuate, and in accordance with, the Project Plan. Developer may permit grading contractors to export and engage in incidental sales of excess materials resulting from such activities to extent approved by the City under any/all applicable State or federal laws, City's Vested Laws or City's Future Laws, and if applicable, pursuant to this Agreement. Developer may also make an application for the appropriate temporary permit for the production of concrete and asphalt pursuant to applicable processes as if it were a conditional use as provided by applicable law. Conditional uses for all uses contemplated in this section shall terminate at Buildout or at the termination or expiration of this Agreement.

17. Amendment. Any future amendments to this Agreement or the Project Plan shall

be memorialized in writing that is mutually signed by the Parties.

18. Assignment and Transfer of Development. If Developer assigns, transfers, or otherwise conveys, the entire Project or any portion thereof to a subsequent owner, then this Development Agreement shall inure to the benefit of and be binding upon such subsequent owner. In the event that the rights of Developer under this Agreement are to be transferred or assigned, in whole or in part, Developer shall provide City written notice of such proposed assignment within 30 days following the effective date of such transfer. Developer shall also provide City with copies of an express acknowledgement by such transferee(s) of the existence of this Agreement and transferee's agreement to be bound hereby.

19. Default. Failure by a Party to perform any such Party's obligation under this Agreement for a period of 30 days (the "**Cure Period**") after written notice of failure from the other Party shall constitute a default by such failing Party under this Agreement; provided however, that if the failure cannot reasonably be cured within 30 days, the Cure Period shall be extended for the time period reasonably required to cure such failure, so long as the failing Party commences its efforts to cure within the initial 30 day period and thereafter diligently proceeds to complete the cure. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible.

20. Notice and Filings. All notice, filings, consents, approvals and other communications provided for or given in connection herewith shall be validly given, filed, made, delivered, or served if in writing and delivered personally, sent prepaid by certified mail, or by a national overnight delivery service, freight prepaid, to:

The City:
WASHINGTON CITY
111 North 100 East Washington City, Utah 84780
Attention: City Manager

With a copy to:

WASHINGTON CITY
111 North 100 East Washington City, UT 84780
Attention: City Attorney

and

Developer:
2700 NORTH DEV PARTNERS
12527 Wildflower Lane
Highland UT 84003

CC Cypress
914 W 2nd Ave
Windermere FL 34786

or to such other addresses as either Party hereto may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals and communication by personal delivery or overnight delivery shall be effective upon receipt and if given by certified mail shall be deemed delivered 72 hours following deposit in the U.S. mail, postage prepaid as set forth above.

21. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either Party of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

22. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

23. Captions and Construction. This Agreement shall be construed according to its plain meaning and as if prepared by all Parties hereto and shall be interpreted in accordance with State law. The descriptive heading of the sections of this Agreement are inserted for convenience only and shall not control the meaning or construction of any of the provisions hereof. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context dictates. Furthermore, this Agreement shall be construed so as to effectuate the public purposes, objectives and benefits set forth herein. As used in this Agreement, the words "include" and "including" shall mean "including, but not limited to" and shall not be interpreted to limit the generality of the terms preceding such word except where the context requires such limitation.

24. Further Acts. Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary to carry out the matters contemplated by this Agreement.

25. Estoppel Certificate. Upon twenty (20) business days' prior written request by Developer to the City, the City will execute an estoppel certificate to any third party certifying that Developer at that time is not in default of the terms of this Agreement, conditioned upon Developer not being in default of the terms of this Agreement at such time.

26. Time of the Essence; Force Majeure. Except as otherwise provided in this section, time is of the essence in this Agreement. If after reasonable and prudent efforts to perform, either Party is delayed, hindered or prevented from the performance of any act required hereunder by reason or inability to procure materials, acts of God, failure of power, riots, insurrection, war, national or international pandemic, or other reason of a like nature (other

than labor disputes) not the fault of the Party delayed in performing work or doing acts required under this Agreement, the performance of such acts will be extended for a period equivalent to the period of such delay. Developer specifically acknowledges and agrees that any insufficiency or limitation to the supply or delivery of culinary water supplies resulting from any cause other than City's gross negligence or willful misconduct shall not be the fault of the City and that any such occurrence in the culinary water system shall excuse the City from all culinary water related obligations hereunder. To the extent that Developer or the Washington County Water Conservancy District are able to provide additional culinary water supplies to the Project, the performance of the City's culinary water delivery obligations will be extended for such period of time until the reasons for culinary water insufficiency have been resolved sufficient for the City to deliver culinary water to the Project.

27. Termination on Sale to the Public. In order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, this Agreement shall terminate without the execution or recording of any further document or instrument as to any lot which has been finally subdivided and individually leased (for a period longer than one year) or sold to the purchaser or user thereof (a "Public Lot") and thereupon such Public Lot shall be released from and no longer be burdened by the provisions of this Agreement.

28. Assignment or Transfer of Development. The Project contains substantial public improvement details, including drainage of storm waters, wash relocation, and public road dedication and construction that implicate heightened concern if this agreement and its phases are parceled out and/or transferred or assigned without City knowledge of responsibility for such elements. As such, this Agreement and its rights and responsibilities are not transferable except by written consent signed by City, which written consent shall detail the identity of any transferee or assigns and also address responsibility for public improvements and Project phasing plans. In the event that the rights of Developer under this Agreement are proposed to be transferred or assigned, in whole or in part, Developer shall provide City written notice of such proposed assignment within 30 days prior to the effective date of such transfer and Developer shall prepare a proposed written consent for City review that complies with this provision. Developer shall also provide City with copies of an express acknowledgement by any such transferee(s) of the existence of this Agreement and transferee's agreement to be bound hereby. City's written consent shall not be reasonably withheld, except that the parties agree that for any proposed transfer that fails to address the terms and details for phasing and public improvements, it would be reasonable for City to withhold consent.

29. No Partnership or Third-Party Beneficiaries. Nothing contained in this Agreement shall create any partnership, joint venture, or other arrangement between Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, or corporation not a party hereto, and no such other person, organization, or corporation shall have any right or cause of action hereunder.

30. Names and Plans. Developer shall be the sole owner of all plans, drawings, specifications, ideas, programs, designs, and work products of every nature developed, formulated, or prepared by or at the request of the City in connection with the Property and the Project.

31. Good Standing Authority.

31.1. Developer hereby represents and warrants to the City that: (i) Developer is a duly registered limited liability company; (ii) the individual(s) executing this Agreement on behalf of Developer are duly authorized and empowered to bind Developer; and (iii) this Agreement is valid, binding, and enforceable against Developer in accordance with its terms.

31.2. City hereby represents and warrants to Developer that: (i) the City is a Utah municipal corporation; (ii) the City has power and authority pursuant to the Land Use Act and the Zoning Ordinance to enter into and be bound by this Agreement; (iii) the individual(s) executing this Agreement on behalf of the City are duly authorized and empowered to bind the City; and (iv) this Agreement is valid, binding, and enforceable against the City in accordance with its terms.

32. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement and the Agreement shall otherwise remain in full force and effect.

33. Governing Law. This Agreement is entered into in the State and shall be construed and interpreted under the laws of the State of Utah.

34. Recordation. Within ten (10) business days of the Effective Date of this Agreement, it shall be recorded in its entirety at Developer's expense in the Official Records of Washington County, Utah. Each commitment and restriction on development set forth herein shall be a burden on the Property, shall be appurtenant to and for the benefit of the City and Developer and shall run with the land.

35. No Waiver of Governmental Immunity. Each of the Parties agrees and acknowledges that Washington City is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G-7-101 et seq., as amended (the "Act"). Developer and City agree that nothing in this Agreement is or shall be construed as a waiver by Washington City of any protections, rights, immunities, or defenses applicable to the City under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments, beyond the express waivers set forth in the Act. Developer acknowledges and City represents and declares that it is not the intent of City, by entering this Agreement, to incur by or through this Agreement any liability for the operations, acts, or omissions of Developer and Developer's agents, and nothing in this Agreement shall be so interpreted or construed.

36. Indemnity.

36.1. By Developer. Developer agrees to indemnify, defend with counsel of City's choice, and hold harmless City, and its employees, officers, and agents from and against any and all claims, demands, actions, or liability whatsoever, including, but not limited to, any bodily injury, property damage, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, to the extent resulting from (i) any negligent act or omission of Developer or Developer's agents; (ii) any breach of this

Agreement by Developer; (iii) any negligent or defective construction of any part of the Developer's Public Improvements during construction thereof, and from completion of such construction until completion of the one-year improvement warranty date specified herein; and (iv) liens or claims on the Developer's Public Improvements by any persons providing materials and/or services related to such Developer's Public Improvements.

36.2. By City. City agrees to indemnify, defend with counsel of Developer's choice, and hold harmless Developer, and its employees, officers, and agents from and against any and all claims, demands, actions, or liability whatsoever, including, but not limited to, any bodily injury, property damage, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, to the extent resulting from City's acts, omissions, or failures in any incident arising from or related to the subject matter of this Agreement and for which governmental immunity has been expressly waived under the Act.

37. Entire Agreement. This Agreement, together with the Project Plan and other exhibits, constitutes the entire agreement between the Parties pertaining to the subject matter hereof. All other prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are hereby superseded and merged. All amendments shall be in writing and signed by the City and Developer, and shall be recorded.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.


2700 NORTH DEVELOPMENT PARTNERS
a Utah limited liability company

By:  8-30-24
Name: Austin Pritchett
Title: Manager


CC Cypress
a Utah limited liability company

By: _____
Name: Jared Remington
Title: Manager

WASHINGTON CITY
A Utah municipal corporation

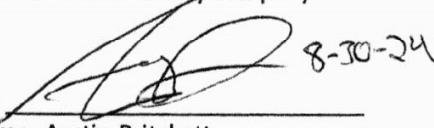

Kress Staheli, Mayor



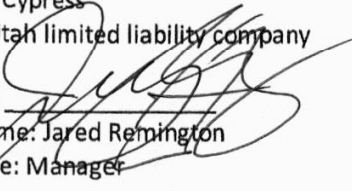
Witness:

Tara Pentz, MMC, City Recorder

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

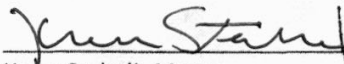
2700 NORTH DEVELOPMENT PARTNERS
a Utah limited liability company

By:  8-30-24
Name: Austin Pritchett
Title: Manager

CC Cypress
a Utah limited liability company

By: 
Name: Jared Remington
Title: Manager

WASHINGTON CITY
A Utah municipal corporation


Kress Staheli, Mayor




Tara Pentz, MMC, City Recorder

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
)
) :SS
COUNTY OF Utah)

On the 30 day of August, 2024, personally appeared before me Augustin pritchett, who being by me duly sworn did say that she/he is the Manager of 2700 North development partnership and has the authority to sign for said limited liability company and is the signer of the above instrument, who duly acknowledged that he executed the same.

Given under my hand and seal this 30 day of August 2024.



Notary Public

STATE OF FLORIDA)
)
) :SS
COUNTY OF _____)

On the ____ day of _____, 20____, personally appeared before me _____, who being by me duly sworn did say that she/he is the Manager of _____ and has the authority to sign for said limited liability company and is the signer of the above instrument, who duly acknowledged that he executed the same.

Given under my hand and seal this ____ day of _____ 20____.

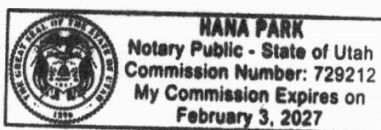
Notary Public

CITY ACKNOWLEDGMENT

STATE OF UTAH)
)
) :SS
COUNTY OF WASHINGTON)

On the 6th day of September, 2024, personally appeared before me Kress Staheli and Tara Pentz, who being by me duly sworn did say that they are the Mayor and Recorder, respectively, of Washington City and the signers of the above instrument, who duly acknowledged that they executed the same.

Given under my hand and seal this 6th day of September 2024.



Hana Park

Notary Public

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
)
:SS
COUNTY OF Wah)

On the 30 day of August, 2024, personally appeared before me Angie Pritchett, who being by me duly sworn did say that she/he is the Manager of 2700 North Development Partners and has the authority to sign for said limited liability company and is the signer of the above instrument, who duly acknowledged that he executed the same.

Given under my hand and seal this 30 day of August 2024.



[Signature]
Notary Public

STATE OF FLORIDA)
)
:SS
COUNTY OF Orange)

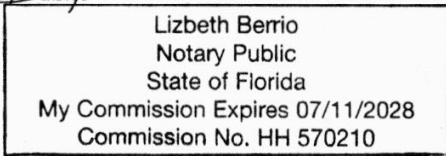
On the 30 day of August, 2024, personally appeared before me Jared Remington, who being by me duly sworn did say that she/he is the Manager of CC Cypress and has the authority to sign for said limited liability company and is the signer of the above instrument, who duly acknowledged that he executed the same.

Given under my hand and seal this 30 day of August 2024.

[Signature]
Notary Public

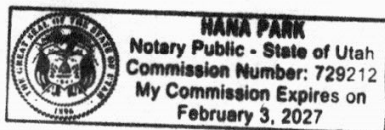
CITY ACKNOWLEDGMENT

STATE OF UTAH)
)
:SS
COUNTY OF WASHINGTON)



On the 6th day of September, 2024, personally appeared before me Kress Staheli and Tara Pentz, who being by me duly sworn did say that they are the Mayor and Recorder, respectively, of Washington City and the signers of the above instrument, who duly acknowledged that they executed the same.

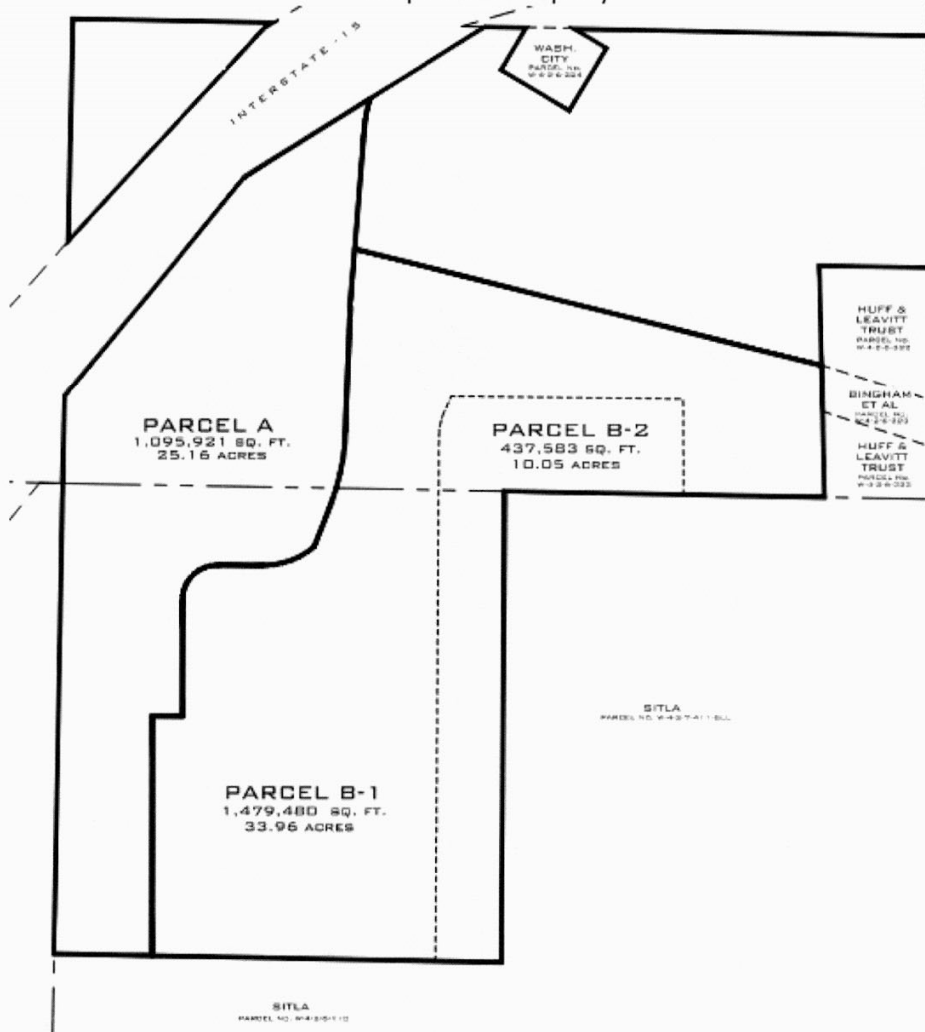
Given under my hand and seal this 6th day of September 2024.



[Signature]
Notary Public

Exhibit A

Legal Description and
Maps of the Property



1.
Parcel A:

Beginning at the Southwest Corner of Section 6, Township 42 South, Range 14 West, Salt Lake Base & Meridian, and running;

thence North 01°09'26" East 248.74 feet along the section line to the southeasterly line of Interstate 15;

thence northeasterly the following (2) courses along said southeasterly line of Interstate 15;

thence North 39°28'50" East 804.51 feet;

thence North 58°05'16" East 427.71 feet;

thence South 93.32 feet along an arc of a 347.03 foot radius curve to the left (center bears South 70°06'53" East, long chord bears South 12°10'52" West 93.04 feet with a central angle of 15°24'29");

thence South 04°28'38" West 500.26 feet;

thence South 02°03'23" West 358.28 feet;
thence South 208.94 feet along an arc of a 636.72 foot radius curve to the right (center bears North 87°56'25" West, long chord bears South 11°27'38" West 208.01 feet with a central angle of 18°48'07");
thence South 20°51'53" West 131.31 feet;
thence West 159.64 feet along an arc of a 236.00 foot radius curve to the right (center bears North 38°45'29" West, long chord bears South 70°37'16" West 156.62 feet with a central angle of 38°45'29");
thence West 129.91 feet;
thence Southwest 157.55 feet along an arc of a 98.93 foot radius curve to the left (center bears South 00°37'27" West, long chord bears South 45°00'00" West 141.42 feet with a central angle of 91°14'55");
thence South 00°37'27" East 45.89 feet;
thence South 283.59 feet;
thence West 86.50 feet;
thence South 679.08 feet to the southerly line of sectional Lot 1, Section 7, Township 42 South, Range 14 West, Salt Lake Base & Meridian;
thence North 88°56'56" along said southerly line of sectional Lot 1 to the section line to the section line;
thence North 01°01'43" East 1,334.15 feet along the section line to the Point of Beginning.

Containing 1,095,921 square feet or 25.16 acres.

Parcel B:

Beginning at a point on the section line, said point being North 89°01'15" West 330.00 feet along said section line from the South Quarter Corner of Section 6, Township 42 South, Range 14 West, Salt Lake Base & Meridian, and running;

thence North 89°01'15" West 915.83 feet along the section line to the northeast corner of sectional Lot 1, Section 7, Township 42 South, Range 14 West, Salt Lake Base & Meridian;
thence South 00°20'37" West 1,335.84 feet along the easterly line of said Sectional Lot 1 to its southeasterly corner;
thence North 88°56'56" West 998.81 feet;
thence North 679.08 feet;
thence East 86.50 feet;
thence North 283.59 feet;
thence North 00°37'27" West 45.89 feet;
thence Northeast 157.55 feet along an arc of a 98.93 foot radius curve to the right (center bears North 89°22'33" East, long chord bears North 45°00'00" East 141.42 feet with a central angle of 91°14'55");
thence East 129.91 feet;
thence East 159.64 feet along an arc of a 236.00 foot radius curve to the left (center bears North, long chord bears North 70°37'16" East 156.62 feet with a central angle of 38°45'29");
thence North 20°51'53" East 131.31 feet;

thence North 208.94 feet along an arc of a 636.72 foot radius curve to the left (center bears North 69°08'19" West, long chord bears North 11°27'38" East 208.01 feet with a central angle of 18°48'07");

thence North 02°03'23" East 358.28 feet;

thence North 04°28'38" East 163.10 feet;

thence South 76°09'33" East 1,376.52 feet;

thence South 01°18'41" East 376.69 feet to the Point of Beginning.

Containing 1,917,063 square feet or 44.01 acres.

Exhibit B

Project Plan

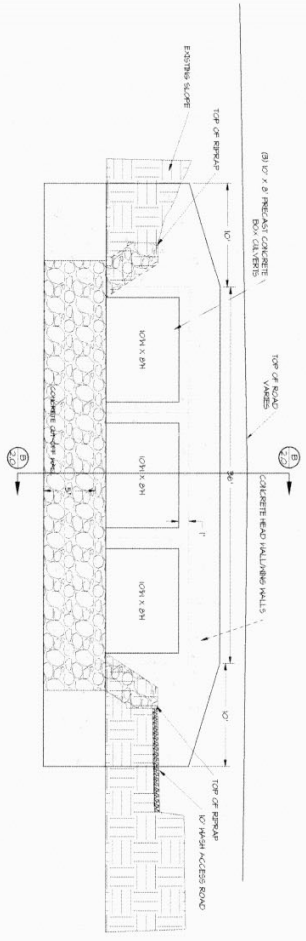
Exhibit C

Phasing Plan

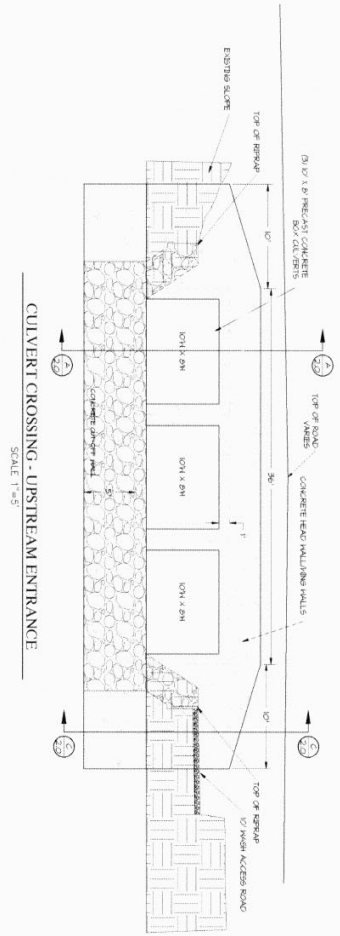
Requirements before Certificate of Occupancy Will be Granted	
Phase 1 Apartments (East Side)	-Landscapings and Irrigation Complete -3 Lanes of Grapevine Crossing Completed -Amenities need to be completed before 1/4 build out of units
Patio Homes	-Landscapings and Irrigation Complete -Amenities need to be completed before 1/4 build out of units
Retail	-Landscapings and Irrigation Complete -3 Lanes of Grapevine Crossing Completed
Phase 2 Apartments (West Side)	-1/1/2026 at the Earliest -Wash Mitigation Complete -Commercial Road Complete -Trailhead Amenity -Amenities need to be completed before 1/4 build out of units

Exhibit D

Engineer Details for Improvements





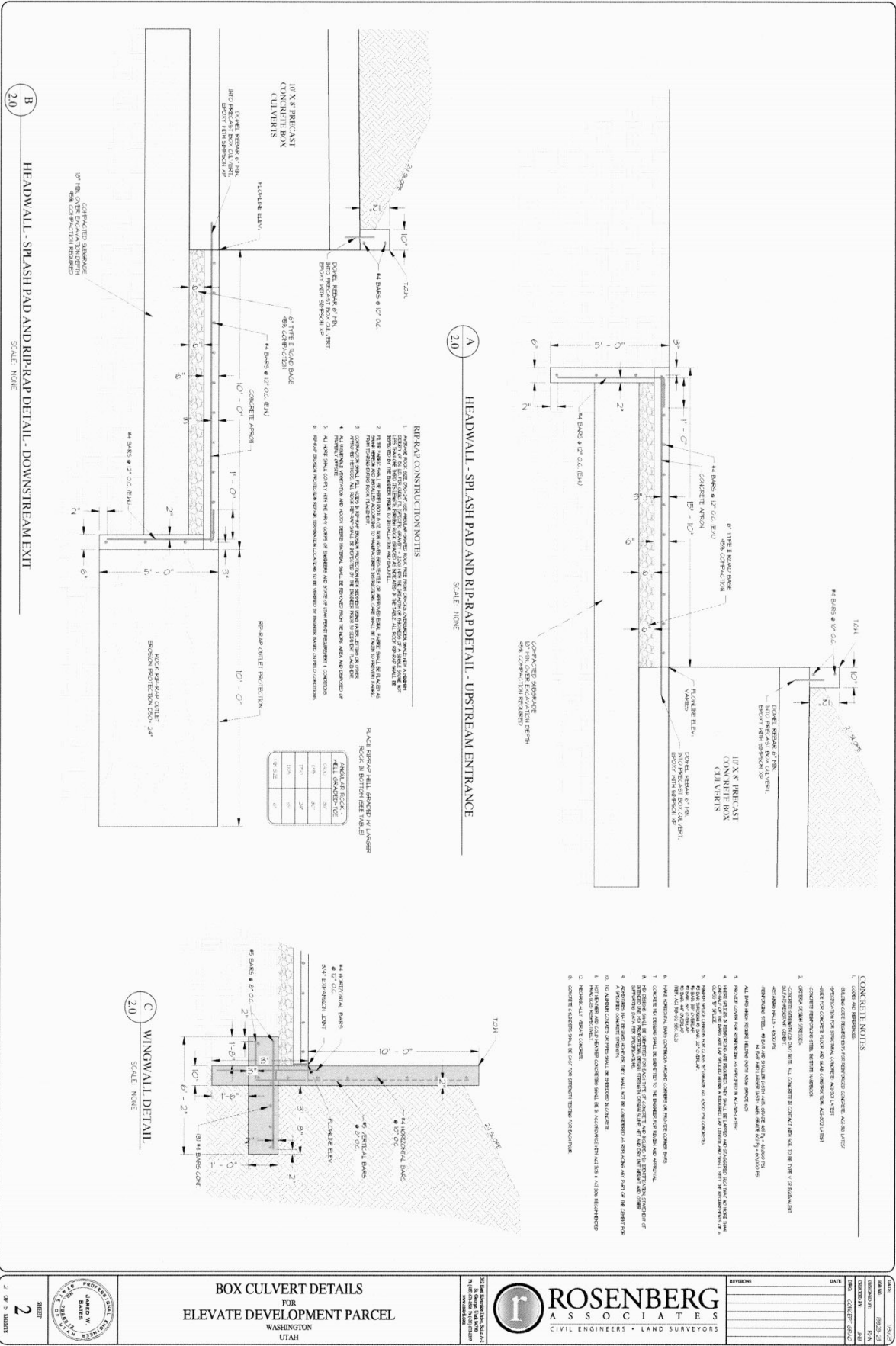
CULVERT CROSSING - DOWNSTREAM EXIT
 SCALE 1" = 5'



CULVERT CROSSING - UPSTREAM ENTRANCE
 SCALE 1" = 5'

NOTE:
 Manufacturer of pre-cast culvert or other optional structures to provide shop drawings and other material submittals prior to construction.

 JAMES W. ROSENBERG No. 24500 State of Oregon	BOX CULVERT DETAILS FOR ELEVATE DEVELOPMENT PARCEL WASHINGTON OREGON	 ROSENBERG ASSOCIATES CIVIL ENGINEERS • LAND SURVEYORS	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="font-size: 8px;">REVISION</th> <th style="font-size: 8px;">DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	REVISION	DATE								
REVISION	DATE												
SHEET 1 OF 3 SHEETS													



- RIPPRAP CONSTRUCTION NOTES**
1. ADVISORY: Rip-rap should be placed on a compacted subgrade. Rip-rap should be placed in a single layer. Rip-rap should be placed in a single layer. Rip-rap should be placed in a single layer.
 2. Rip-rap should be placed in a single layer. Rip-rap should be placed in a single layer. Rip-rap should be placed in a single layer.
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 5. Rip-rap should be placed in a single layer. Rip-rap should be placed in a single layer. Rip-rap should be placed in a single layer.

PLACE SPREADER WHEEL, DAMPED IN LOWER NOCK, IN BOTTOM CORNER VERTICAL

ANIMAL SIZE	MIN. PROTECTION
DOG	30"
CAT	24"
DOG	24"
DOG	24"
DOG	24"

- CONCRETE NOTES**
1. CONCRETE SHALL BE PLACED IN A SINGLE LAYER. CONCRETE SHALL BE PLACED IN A SINGLE LAYER. CONCRETE SHALL BE PLACED IN A SINGLE LAYER.
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<p>DATE: 10/25/23 DRAWN BY: JMB CHECKED BY: JMB DATE: 10/25/23</p>	<p>REVISIONS</p>	<p>ROSENBERG ASSOCIATES CIVIL ENGINEERS • LAND SURVEYORS</p>	<p>20240028214 BOX CULVERT DETAILS FOR ELEVATE DEVELOPMENT PARCEL WASHINGTON UTAH</p>	<p>SCALE: NONE</p>	<p>PROJECT: BOX CULVERT DETAILS SHEET: 2 OF: 5 SHEETS</p>
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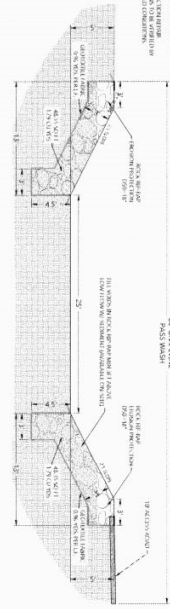
RIP RAP CONSTRUCTION NOTES

1. PROVIDE A MINIMUM OF 18" OF FREEBOARD ABOVE THE DESIGN WATER ELEVATION TO PREVENT OVERFLOW OF THE CHANNEL.
2. THE RIP RAP SHALL BE PLACED ON A BED OF 18" OF 3/4" SAND OR EQUIVALENT.
3. THE RIP RAP SHALL BE PLACED ON A BED OF 18" OF 3/4" SAND OR EQUIVALENT.
4. THE RIP RAP SHALL BE PLACED ON A BED OF 18" OF 3/4" SAND OR EQUIVALENT.
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9. THE RIP RAP SHALL BE PLACED ON A BED OF 18" OF 3/4" SAND OR EQUIVALENT.
10. THE RIP RAP SHALL BE PLACED ON A BED OF 18" OF 3/4" SAND OR EQUIVALENT.

QUANTITIES

ITEM NO. QUANTITY
 1. RIP RAP (CY) 1.00
 2. SAND (CY) 1.00

NO.	DESCRIPTION	QTY	UNIT
1	RIP RAP	1.00	CY
2	SAND	1.00	CY



Ⓐ ROCK RIP-RAP EROSION PROTECTION (MAIN CHANNEL CROSS SECTION)
 SCALE 1"=6"

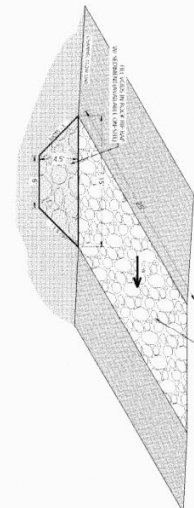
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 2. SAND (CY) 1.00

NO.	DESCRIPTION	QTY	UNIT
1	RIP RAP	1.00	CY
2	SAND	1.00	CY



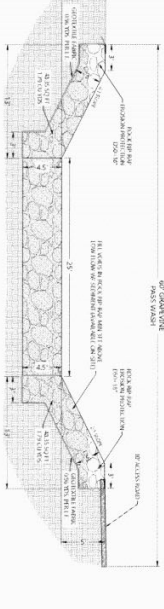
Ⓐ TYPICAL ROCK RIP-RAP GRADE CONTROL (EVERY 250 L.F.)
 SCALE 1"=6"

RIP RAP CONSTRUCTION NOTES

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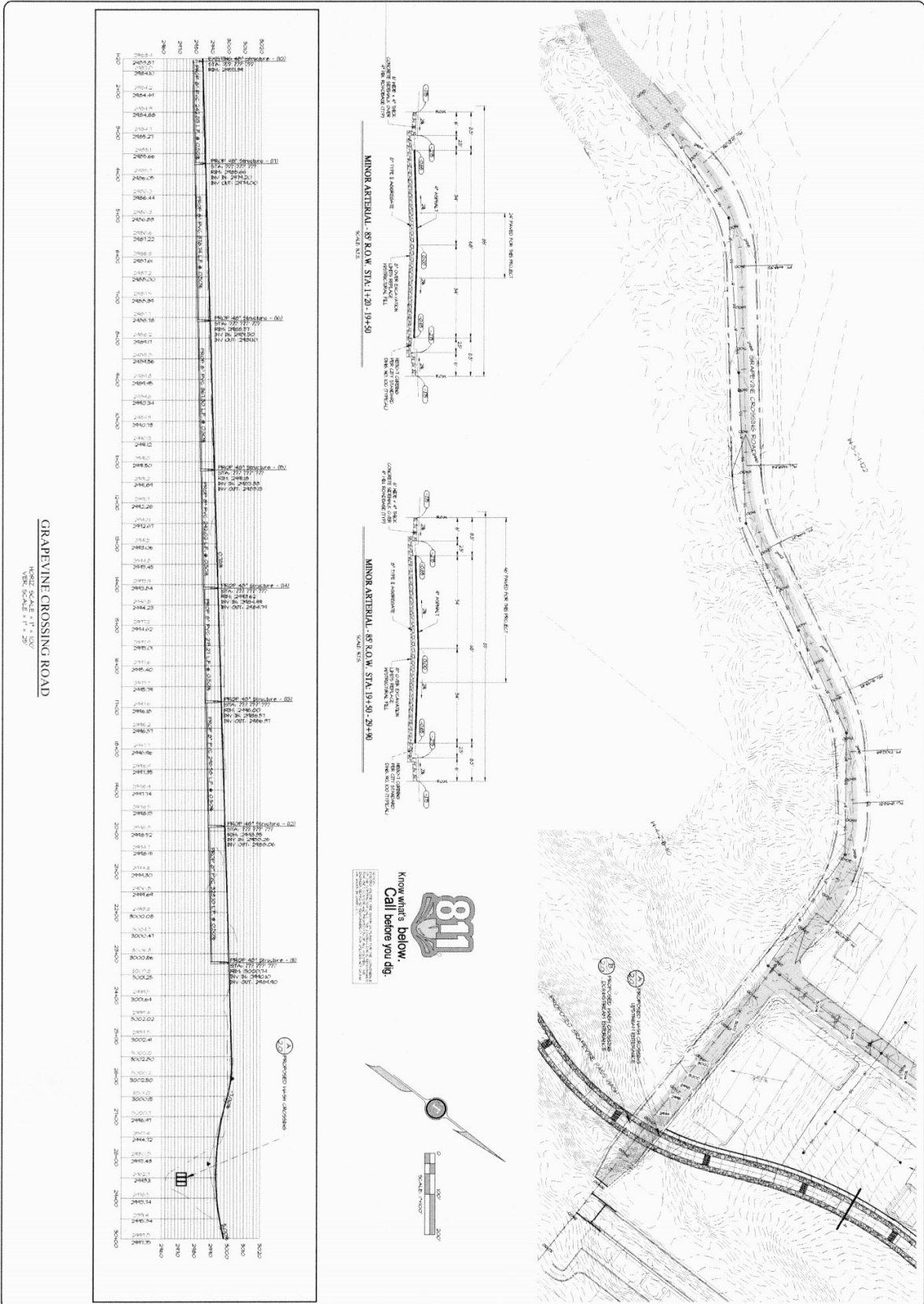
QUANTITIES

ITEM NO. QUANTITY
 1. RIP RAP (CY) 1.00
 2. SAND (CY) 1.00



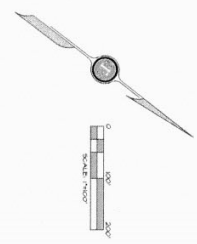
Ⓐ TYPICAL ROCK RIP-RAP EROSION PROTECTION (AT STRUCTURES)
 SCALE 1"=6"

<p>DATE: 12/12/23 DRAWN BY: JMB/STB CHECKED BY: JMB/STB DATE: 12/12/23</p>	<p>ROSENBERG ASSOCIATES CIVIL ENGINEERS • LAND SURVEYORS</p>	<p>WASH DETAILS FOR ELEVATE DEVELOPMENT PARCEL WASHINGTON UTAH</p>	<p>PROFESSIONAL SEAL JAMES M. ROSENBERG LICENSE NO. 12345 STATE OF UTAH</p>	<p>SHEET 3 OF 7 SHEETS</p>
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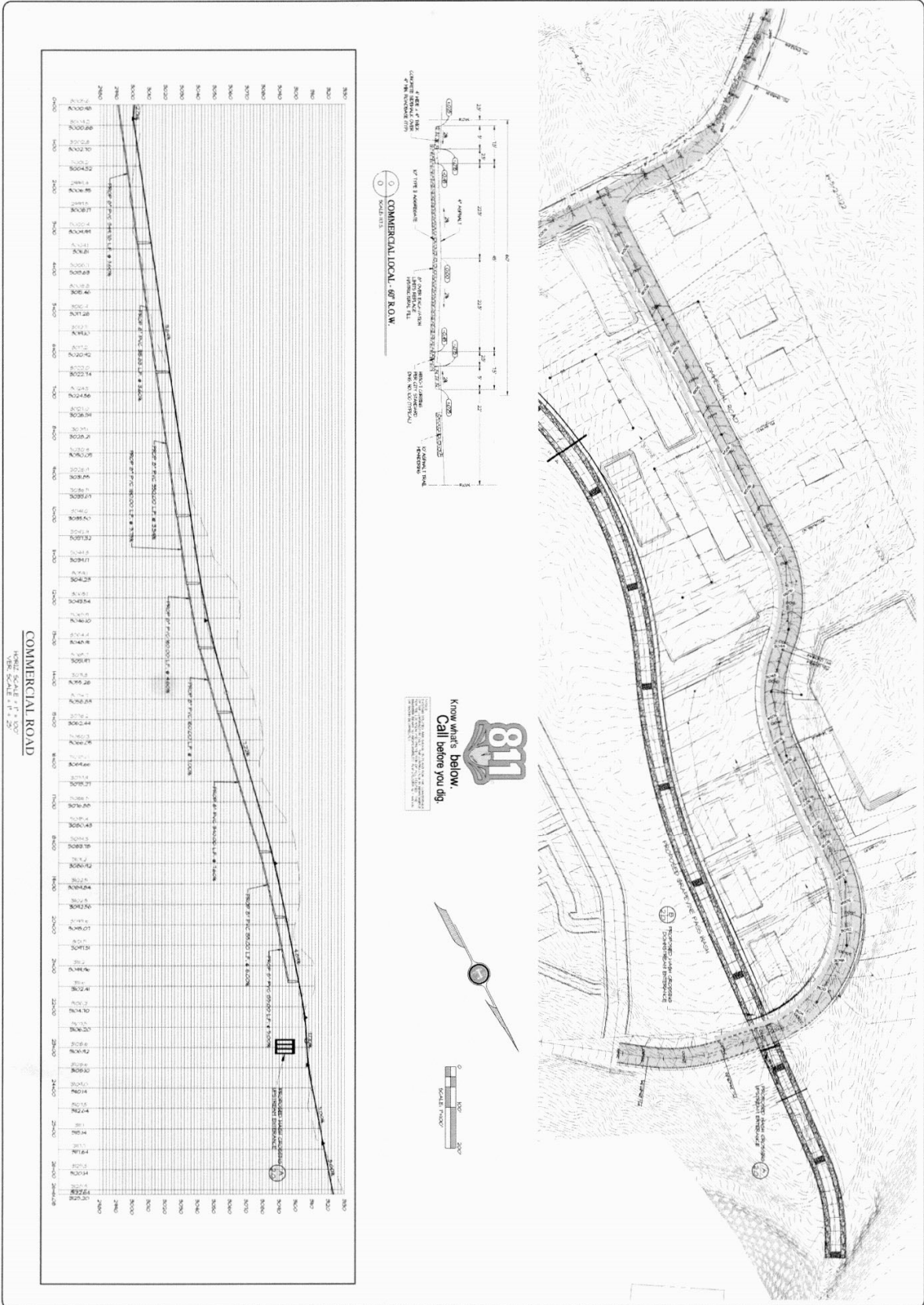


GRAPEVINE CROSSING ROAD
 HORIZONTAL SCALE = 1" = 100'
 VERTICAL SCALE = 1" = 5'

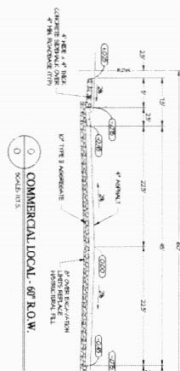
Know what's below.
 Call before you dig.

	GRAPEVINE CROSSING ROAD FOR ELEVATE DEVELOPMENT PARCEL WASHINGTON UTAH			DATE: 12/2/23 DRAWN BY: JWB/ML CHECKED BY: JWB DATE: 12/2/23
	SHEET 4 OF 7 SHEETS	REVISIONS DATE: _____ BY: _____		CIVIL ENGINEERS • LAND SURVEYORS



COMMERCIAL ROAD
 HORIZONTAL SCALE = 1" = 40'
 VERTICAL SCALE = 1" = 20'



	COMMERCIAL ROAD FOR ELEVATE DEVELOPMENT PARCEL WASHINGTON UTAH		ROSENBERG ASSOCIATES CIVIL ENGINEERS • LAND SURVEYORS	REVISIONS NO. 1 DATE BY
	SHEET 5 OF 5 SHEETS	DATE 09/09/2024 DRAWN BY JMR CHECKED BY JMR		SCALE 1" = 40' 1" = 20'