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Syracuse, Utah 84075

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OCT 03 2022

DEVELOPMENT AGREEMENT
[HCA SYRACUSE MIXED USE PROJECT]

This Development Agreement (this "Agreement") is made and entered into as of the Effective Date (defined below), by and between **Wasatch Residential Group, LLC**, a Utah limited liability company (the "Developer"), and **Syracuse City**, a municipality and political subdivision of the State of Utah (the "City"). City and Developer are jointly referred to as the "Parties" and each individually as a "Party."

RECITALS:

A. Columbia Ogden Medical Center, Inc., a Utah corporation ("Owner") is the owner of approximately 53.65 acres of real property located within the City of Syracuse, as more particularly described on the attached Exhibit A (the "Property"). Developer has agreed to purchase approximately 26.75 acres of the Property from Owner ("Developer Property"), and the Owner will retain ownership of approximately 26.9 acres (the "Owner Property"), as more particularly described on the attached Exhibit A-1.

B. By executing the consent and acknowledgment below, Owner agrees that the Owner Property shall receive the entitlements and be subject to the rights, benefits, and obligations set forth in this Agreement, and Developer agrees, as to the Developer Property, that the Developer Property shall receive the entitlements and be subject to the rights, benefits, and obligations set forth in this Agreement.

C. The Property is subject to the Planning and Land Use Ordinances of Syracuse City, and is currently zoned A-1 (Agricultural). Developer and Owner have submitted a rezone application (the "Rezone Application") to the City to rezone the Property to Mixed Use Development (the "MXD Zone") to allow Developer and Owner to establish a mixed-use project (the "Project"). as more particularly described in the Development Plan [defined below].

D. Development in the MXD Zone requires a development plan and a development agreement.

E. The City Council (defined below), acting pursuant to its authority under Utah Code § 10-9a-102(2) *et seq.*, as amended, and the City Code (defined below), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to enter into this Agreement, concurrent with its decision of whether to grant the zoning application.

F. The Developer and City acknowledge that the development and improvement of the Property pursuant to this Agreement must comply with the requirements of the MXD Zone and except

as specified herein and will provide certainty useful to the Developer and to the City in ongoing and future dealings and relations among the Parties pertaining to the development of the Project.

H. By this Agreement, City and Developer confirm the Property's vested entitlements for development of the Project. The City has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, the City's General Plan, and the City's land use ordinances. As a result of such determination, the City has elected to move forward with the approvals necessary to approve the development of the Project in accordance with the terms and provisions of this Agreement and the Development Plan (defined below). This Agreement is a "development agreement" within the meaning of and entered into pursuant to the terms of Utah Code Ann. §10-9a-102(2).

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and the City hereby agree to the following:

1. **Recitals; Definitions.**

1.1. **Recitals.** The Recitals set forth above are incorporated herein by this reference.

1.2. **Defined Terms.** Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized has the meaning given to it by this Agreement. Certain terms and phrases are referenced below; others are defined where they appear in the text of this Agreement, including the Exhibits. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.

1.2.1. "Agreement" means this Agreement including all of its exhibits.

1.2.2. "Amenities" means private amenities identified on the Development Plan.

1.2.3. "Applicable Law" has the meaning set forth in Subsection 16.1.

1.2.4. "City" means the City of Syracuse, and includes, unless otherwise provided, any and all of the City's agencies, departments, officials, employees or agents.

1.2.5. "City Code" or "SMC" means the Syracuse City Code in effect as of November 16, 2021.

1.2.6. "City Council" means the city council of the City.

1.2.7. "Commercial Use Area" means that area of the Project depicted as the Commercial Use Area on the attached Exhibit C-1.

1.2.8. "Design Code" means the design standards for the Project that are attached hereto as Exhibit B. In case of conflict between the Design Code and the City Code, the Design Code takes precedence—subject to the City's standards for health and safety. In no case shall the Design Code override the requirements of the building, fire and construction codes applicable under the laws of the State of Utah.

1.2.9. "Development Plan" means the development plan for the Project attached hereto as Exhibit C.

1.2.10. "Dwelling Units" means a structure or portion thereof designed and capable of daily residential occupancy. A Dwelling Unit must contain at least one kitchen, one bathroom, and one or more bedrooms.

1.2.11. "Effective Date" has the meaning set forth in the Section 2.

1.2.12. "Future Law" means the laws, ordinances, policies, standards, guidelines, directives, procedures and processing fee schedules of the City which may be in effect in the future at any time when a Land Use Application is submitted and which may or may not apply to the Project based upon the terms of this Agreement.

1.2.13. "Hospital" means the hospital identified on the Development Plan.

1.2.14. "Hospital Project" means the portion of the Project on which the Hospital will be located within the Hospital Use Area.

1.2.15. "Hospital Use Area" means that area of the Project depicted as the Hospital Use Area on the attached Exhibit C-1.

1.2.16. "Land Use Application" means an application required by Chapter 10 of the City Code.

1.2.17. "Local Public Road" has the meaning set forth in Subsection 5.1 below.

1.2.18. "Maximum Residential Density" means the three hundred (300) Dwelling Units Developer may construct as part of the Project. No more than 120 of these units may be attached multi-family dwelling units, and 180 shall be attached townhome units.

1.2.19. "Non-Residential Development" means development projects that are not Dwelling Units, and include, without limitation, office uses, retail uses, other commercial uses, and Amenities.

1.2.20. "Open Space" means areas within the Project that include natural areas, recreation and activity areas (including both active and passive areas), parks, pavilions,

Amenities, trails, or other areas not dedicated as roads and not included within lots for private ownership.

1.2.21. "Private Roads" means the private roads located in the Residential Use Area.

1.2.22. "Project" means the mixed-use development to be constructed on the Property which includes, Dwelling Units, Non-Residential Development, and the Hospital.

1.2.23. "Regional Public Road" has the meaning set forth in Subsection 5.1 below.

1.2.24. "Residential Use Area" means that area of the Project depicted as the Residential Use Area on the attached Exhibit C-1.

1.2.25. "Rezone Application" has the meaning set forth in Recital C, above.

1.2.26. "Roundabout" means the roundabout depicted on the Development Plan.

1.2.27. "System Improvement" has the meaning set forth in Utah Code Ann. § 11-36a-102(22).

1.2.28. "Term" has the meaning set forth in Subsection 16.2 below.

2. **Effective Date.** This Agreement is effective as of June 15, 2022 (the "Effective Date").

3. **Vested Rights and Legislative Powers.**

3.1. **Vested Rights.** As of the Effective Date, Developer has the vested right to proceed with the development of the Property in accordance with this Agreement, including the Master Plan. Specifically, Developer is vested with the right to: (i) to develop and construct the Project in accordance with the Development Plan; (ii) develop Dwelling Units up to the Maximum Residential Density; (iii) develop Non-Residential Development in accordance with the Development Plan and Applicable Law; (iv) connect to existing public roads and infrastructure as depicted on the Development Plan; and (v) connect to existing public infrastructure, upon the payment of generally applicable fees. The vesting described herein includes the vested right in the Owner, once Developer delivers a partial assignment to Owner in accordance with Section 11 herein, to develop the Hospital Project within the Hospital Project Area in accordance with this Agreement. The Parties specifically intend that this Agreement grants to Developer, and its permitted assigns, "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann., §10-9a-509. To the maximum extent permissible under the laws of Utah and at equity, the City and Developer intend that this Agreement be construed to grant Developer all vested rights to develop the

Project in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the Effective Date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and are in addition to those rights that exist under statute, common law and at equity.

3.2. **Applicable Law.** The City's Future Laws with respect to the Project or the Property shall not apply except as follows:

3.2.1. **Developer Agreement.** Future Laws that Developer agrees in writing to the application thereof to the Project;

3.2.2. **Compliance with State and Federal Laws.** 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 and do not effect a taking of the right to develop the uses in the densities described in this Agreement;

3.2.3. **Safety Code Updates.** 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, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare, and that do not require the revision or reconfiguration of the road areas depicted on the Development Plan;

3.2.4. **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;

3.2.5. **Fees.** Changes to the amounts of 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; and

3.2.6. **Impact Fees.** Impact fees or modifications thereto which are lawfully adopted, imposed and collected on all areas of the City.

4. **Zoning and Use.** Developer shall develop the Property in a manner that is consistent with the uses described on the Development Plan provided that such development does not exceed the Maximum Residential Density.

4.1. **Zoning.** The Project will be developed in accordance with (i) the requirements of the MXD Zone, (ii) the Development Plan, and (iii) this Agreement.

4.2. **Common Space.** The Residential Use Area will include the Open Space and Amenities (collectively, the "Common Space") as generally indicated on the Development Plan. Developer shall be responsible for the installation of the Common Space according to

the Development Plan. The Common Space will be owned and maintained by the Developer or a homeowner's association (the "HOA") and will include an on-site stormwater detention basin if required by the City Code. The Common Space is for the sole use of the owners, guests, invitees, or permittees of the Residential Use Area and shall not be used by the owners, guests, invitees, or permittees of the Commercial Use Area or Hospital Use Area. The Project's Common Space must be used for calculation in this Project only and may not be used as credit toward any other common space or amenity requirements at other developments or properties.

4.3. **Commercial Use Area.** Developer may convert those portions of the Commercial Use Area that are designated as patio space into indoor commercial use.

4.4. **Layout; Circulation and Connectivity.** Developer, and its permitted assigns, is entitled to develop the Project in accordance with the dimensional requirements and development standards allowed by this Agreement and the Development Plan. Notwithstanding any section of the City Code to the contrary, the City agrees to the location of the off-street parking locations on the Development Plan. The City further agrees as to the width, and layout of the Regional Public Road, Local Public Road, and Private Roads, which shall be constructed to the standards of the International Fire Code and all City codes, standards and specifications. The Private Roads are for the sole use of the owners, guests, invitees, or permittees of the Residential Use Area.

4.5. **Specific Exemptions and Approvals.** Pursuant to Subsection 10-9a-532(2)(a)(iii) of the Utah Code, the City Council establishes the following standards and terms that are different from that established in the Syracuse Municipal Code (SMC):

- 4.5.1. Hospitals that provide emergency treatment, medical treatment, surgical treatment, and nursing care for sick or injured people and including ancillary uses/structures associates with those uses; including, but not limited to: administrative office, medical offices, helipad, pharmacy, and kitchen/dining areas. shall be a permitted use;
- 4.5.2. Notwithstanding SCM § 10.92.040(A), Setback requirements shall be as provided in the Development Plan. For avoidance of doubt, all setbacks for buildings adjacent to the Regional Public Road shall be measured to the edge of the foundation to such building's actual foundation and not to the edge of any appendage or porch;
- 4.5.3. Notwithstanding SMC § 10.92.040(E) and § 10.92.040(F)(19) – (22), entrances to the interior of townhome style Dwelling Units may face courtyards, all commercial buildings adjacent to the Roundabout face parking areas, any commercial buildings with drive through aisles may face parking areas and are not required to have doors facing roadways, and the first-floor entrance for apartment style Dwelling Units may face an interior breezeway;
- 4.5.4. Notwithstanding SMC § 10.92.040(E), only the commercial buildings in the Commercial Use Area that face the corner bordering the Roundabout shall be required

to have chamfered edges, as provided on the Development Plan. All other buildings in the Project are exempt from the requirements of SMC § 10.92.040(E);

4.5.5. Notwithstanding SMC § 10.92.040(F)(2):

(a) Buildings in the Hospital Use Area are exempted from the vertical mixed-use motif that calls for variation in wall or roof planes that gives the appearance of multiple buildings;

(b) The window size and building heights in the Residential Use Area and Commercial Use Area, as depicted on the Development Plan are acceptable;

(c) Buildings within the Project need not provide roofing of various styles with each segment;

(d) Buildings within the project need not provide first floor storefronts with varying styles on each segment; and

(e) Buildings in the Commercial Use Area and Residential Use Area that are constructed in accordance with the Design Code are deemed to comply with the vertical mixed use motif architectural requirements of SMC § 10.92.040(F)(2).

4.5.6. Notwithstanding SMC § 10.92.040(F)(7), all buildings in the Project are exempt from the requirement for a prominent tower at the corner of two roads;

4.5.7. Notwithstanding SMC § 10.92.040(F)(8), the buildings containing solely Dwelling Units set forth on the Development Plan are permissible due to the construction of commercial spaces and the Hospital within Project;

4.5.8. Notwithstanding SMC § 10.92.040(F)(10), the Hospital is exempt from the maximum building length requirement of two-hundred feet;

4.5.9. Notwithstanding SMC § 10.92.040(F)(11) & (14), all buildings in the Hospital Use Area shall be deemed to comply with architectural standards of the MXD provided they are consistent with the Design Code and Development Plan;

4.5.10. Notwithstanding SMC § 10.92.040(F)(15), the elevations for buildings in the Commercial Use Area and Residential Use Area, as provided in the Development Plan, are hereby deemed sufficient variation for purposes of SMC § 10.92.040(F)(15);

4.5.11. Notwithstanding SMC § 10.92.040(F)(19), buildings in the Hospital Use Area are not required to provide a pronounced entrance. All buildings in the Commercial Use Area and Residential Use Area, as depicted in the Development Plan, are hereby deemed sufficiently pronounced;

- 4.5.12. Notwithstanding SMC § 10.92.060, the Hospital is permitted to locate a parking area between the building and public right-of-way;
- 4.5.13. Notwithstanding SMC § 10.92.050, the elevations set forth in the Development Plan are sufficient for the City to make a rezone determination;
- 4.5.14. SMC § 8.15.010(B) shall not apply to any dead-end streets within the Project unless said dead-end streets exceed 150 feet in length, measured from the nearest edge of the intersecting road;
- 4.5.15. Notwithstanding SMC § 10.92.040(3), the apartment style Dwelling Units may be forty-six feet (46') in height. The Hospital is exempt from the height limitations of SMC § 10.92.040;
- 4.5.16. Notwithstanding SMC § 10.40.080, drive aisles throughout the Project may twenty-four-foot (24') wide, even if servicing a ninety-degree (90°) parking stall; and
- 4.5.17. In addition to the foregoing specific modifications to the City Code and notwithstanding any sections of the City Code to the contrary, the City agrees to the location, layout, configuration, orientation, dimensions, and elevations of all buildings, structures, improvements, and roads in the Project as set forth in the Development Plan.

The foregoing modifications to the City Code shall be construed to allow the development of all the uses in the manner described in this Agreement in the locations depicted herein.

4.6. **Architecture.** Developer shall cause the Commercial Use Area and Residential Use Area within the Project to be designed and constructed consistent with the Design Code, including:

- (a) Brick, rock and stone building materials, as shown on the Development Plan;
- (b) Buildings in the Commercial Use Area that are adjacent to the Roundabout shall include chamfered edges; and
- (c) A sidewalk between the Residential Use Area and the Hospital Use Area.

4.7. **Amenities.** The following amenities satisfy the requirements of SMC § 10.92.040(D), and shall be provided within the Project, in the quantities shown on the Development Plan:

- (a) A walking trail in the location more or less depicted on Exhibit D. The walking trail shall be a minimum of eight feet (8') wide and constructed of concrete.
- (c) Pickleball court;
- (d) Outdoor kitchen;

- (e) Outdoor pool;
- (f) Pool restrooms;
- (g) Cabanas;
- (h) Clubhouse;
- (i) Spa; and
- (j) Tot lot (playground).

4.8. **Signs.** Developer, and its permitted assigns, are entitled to construct monument style signs at the approximate locations identified in the attached Exhibit E, subject to Developer obtaining a building permit as provided in City Code.

5. **Developer Obligations.**

5.1. **Road Improvements.** Developer shall be responsible for constructing all Private Roads within the Project in accordance with the City Code and the City's Standard Street Improvements and Utility Locations Standards in effect as of the Effective Date. The Private Roads will be privately owned and maintained by the Developer or HOA, as applicable. In addition to the Private Roads, Developer shall construct, only within the Project: 1) a 66' wide public road, which will be an extension of the public road commonly known as 450 South, (the "Regional Public Road"), together with any utilities or services in the right of way necessary to service the Project, but excluding therefrom any utilities or services that are considered System Improvements unless the City agrees to reimburse Developer for such System Improvements pursuant to Section 5.9 below; and 2) a 60' wide public road, which will be an extension of the public road commonly known as 300 South (the "Local Public Road"). Developer shall construct the Regional Public Road and Local Public Road in accordance with the City Code and the City's Standard Street Improvements and Utility Locations Standards in effect as of the Effective Date. Developer shall dedicate to the City the portions of the Regional Public Road and Local Public Road that are located on the Property. For avoidance of doubt, Developer is not obligated to dedicate to the City any easement or access rights Developer has with respect to the Regional Public Road outside of the Property.

5.2. **Gravity Irrigation.** Developer shall be responsible to abandon all existing gravity irrigation turnouts serving the Property.

5.3. **Secondary Water.** Each lot subdivided shall be serviced by an independent metered secondary water lateral per City Standards. Developer shall install a private booster pump on the secondary water laterals.

5.4. **Roundabout Standards.** The roundabout shall include nine inch (9") thick concrete pavement, crosswalks, colored concrete, colored and nine inch (9") thick stamped concrete mountable skirts, Portland cement concrete pavement, and teardrop streetlights generally matching other roundabouts in the City.

5.5. **Roundabout Interior Maintenance.** Developer shall retain perpetual responsibility for the maintenance and upkeep of the interior plantings and improvements within the Roundabout within the intersection of 300 South and 1750 West. This responsibility survives the termination of this Agreement and may be transferred to subsequent owners of the Project or an association of homeowners or building owners. The City shall be responsible to maintain the curb, gutter, sidewalk, streetlights, and asphalt of the Roundabout and any subsurface utilities dedicated to the City.

5.6. **Engineering Standards.** Developer shall be required to comply with all applicable engineering standards and specifications related to water, secondary water, road, sewer, fire flow requirements and other public infrastructure installed within the Project. Unless expressly stated herein, this Agreement does not override those standards and specifications, and Developer acknowledges that its plans may need to be updated or modified based upon standards and specifications identified during reviews by City officials at the Site Plan approval and building permit stages of development.

5.7. **Pressure Reducing Valve.** The Project may require a pressure reducing valve (PRV) and check valve prior in order to connect into the existing culinary system operated by the City. If such valves are necessary, the Developer shall be responsible for submitting adequate PRV and check valve specifications for approval prior to construction.

5.8. **Sewer Pretreatment.** Developer shall be responsible for obtaining a letter from the North Davis Sewer District regarding pre-treatment and provide this letter prior to construction of the Hospital. In the event that the sewer district requires pre-treatment, the Developer shall be responsible for the installation and perpetual maintenance of such facilities.

5.9. **Project and System Improvements.** Developer shall be responsible for constructing and installing the culinary water, secondary water, sewer, stormwater detention basin, and storm drain distributions lines within the Project that are necessary to connect to existing public infrastructure (collectively, the "Project Improvements"). The Project Improvements shall be constructed and completed in accordance with the City Code. With respect to the culinary water improvements, the Developer shall meet or exceed the minimum culinary water requirements set forth in the Utah Division of Drinking Water R309-105 and Syracuse City Engineering Standards and Specifications. Developer shall dedicate the Project Improvements to the City and warrant the same pursuant to Section 10.20.090(G) of the City Code. Except for the upsizing related to the construction of the Regional Public Road set forth in Section 6.4, the City shall not require Developer to construct or upsize any system improvements (as defined in Utah Code § 11-36a-102(22)(a)), unless the City and Developer execute a reimbursement agreement on terms acceptable to Developer. For avoidance of doubt, the City shall not require Developer to install utilities or services in the Regional Public Road right of way that are not required for the Project unless the City and Developer execute a reimbursement agreement on terms acceptable to Developer.

6. **City's Obligations.**

6.1. **General Obligations.** Developer's agreement to perform and abide by the covenants and obligations of the Developer set forth herein is material consideration for the City's agreement to perform and abide by the covenants and obligations of the City set forth herein.

6.2. **Conditions of Approval.** The City shall not impose any further conditions on the Project other than those detailed in this Agreement, unless agreed to in writing by the Parties. The Developer shall remain bound by Applicable Law unless specifically agreed to otherwise herein.

6.3. **Acceptance of Improvements.** The City shall accept dedication of all Project Improvements, the Local Public Road, and Regional Public Road (collectively, the "Dedicated Improvements") intended for the City and constructed by the Developer, or the Developer's contractors, subcontractors, agents or employees subject to: (i) the Dedicated Improvements having been installed or inspected by the City or its representative; and (ii) Developer has warranted the Dedicated Improvements according to Section 10.20.090(G) of the City Code.

6.4. **System Improvements.** The Regional Public Road is considered a System Improvement and the City shall reimburse Developer the amount described in Section 6.4.1 and defined below as the Road Impact Fee Credit. For avoidance of doubt, the Road Impact Fee Credit is to reimburse Developer for the costs of the Regional Public Road, which road costs will exceed the \$800,000 described in Section 6.4.1. The amount expended on the Regional Public Road in excess of the Road Impact Fee Credit is considered the Project's proportional impact and will be paid by the Developer. The Road Impact Fee Credit is not a reimbursement for any System Improvements Developer may elect, but is not required, to construct within the Regional Public Road right of way. The Road Impact Fee Credit is City's participation in the upsizing of the Regional Public Road within the Project.

6.4.1. **Construction of Regional Public Road.** In exchange for Developer's assumption of the obligation to construct the Regional Public Road within the Property with a sixty-six foot (66') right of way depicted in Exhibit C, City hereby grants to Developer and Owner (as may be allocated between Developer and Owner) a transportation impact fee credit in the amount of Eight Hundred Thousand Dollars (\$800,000.00) ("Road Impact Fee Credit"), which amount the Parties acknowledge: (x) will be less than the cost of installing the Regional Public Road through the Property; (y) may only be redeemed for development occurring on the Property; and (z) is sufficient City participation for Developer constructing the Regional Public Road within the Project.

7. **Common Space Maintenance.** The Commercial Use Area and Residential Use Area of the Project is contemplated as a mixed-use development, with buildings and units that may be owned by one or more than one owner. Developer, Owner, or the HOA, as applicable, and their successors in interest shall be responsible to ensure that all Common Space is maintained in a first-class manner. The City is not responsible for the maintenance of Common Space. If Developer or its successor-in-interest wishes to sell condominium units then prior to the sale or subdivision of any lots, the Developer or a successor in interest shall first create an HOA which shall be responsible for

maintenance of all Common Space located within the condominium portion of the Project. The HOA shall be formed at the time of recording of the final condominium plat and shall be governed by enforceable and duly recorded Declaration Covenants, Conditions and Restrictions (the "CC&R's"), the form of which must be approved in advance by the City, which approval will not be unreasonably withheld or delayed. The use and restrictions of Common Spaces within the applicable portion of the Project are private and will be governed by the CC&R's and such other rules, regulations and guidelines adopted by Developer or the HOA. All maintenance of the Common Space shall be performed and managed by Developer or the HOA.

8. **Future Approvals.** Provided that any Final Plat for the Project is substantially similar to the Development Plan, the Development Plan shall constitute and operate as a Preliminary Plat under Chapter 8.25.010 of the City Code. Accordingly, approval of this Agreement and the Development Plan shall constitute Preliminary Plat approval for each subdivision within the Project. A Final Plat is substantially similar to the Development Plan if the Final Plat does not: i) cause the Project to exceed the Maximum Residential Density; ii) introduce new uses not allowed in the MXD Zone; (iii) omits an amenity or project improvement that was included in the Development Plan; or (iv) fail to meet the requirements for Final Plats under City Code. All Final Plats for the Project will be reviewed and approved by the City's planning commission pursuant to Section 8.30.030 of the City Code. The Project shall undergo Site Plan review and approval, as provided in the City Code, and shall be reviewed for compliance with this Agreement, the Development Plan, and the Design Code. This Agreement does not authorize or promise any approval of future Land Use Applications, but this Agreement does acknowledge that Developer and Owner may rely on the approvals granted herein as vested rights under Utah law. Developer is required to submit Land Use Applications through the regular land development process and the City shall approve said Land Use Application if the Land Use Applications satisfy the applicable City Code requirements.

9. **Conditions Precedent.** The Parties enter this Agreement in anticipation of the satisfaction of certain conditions precedent, which if not satisfied, will frustrate the purposes of this Agreement. Accordingly, if the Conditions (defined below) are not satisfied or otherwise waived by the Parties, this Agreement shall be rendered null and void upon written notice delivered no later than seven (7) days after the approval of this Agreement and upon delivery of such written notice none of the Parties shall have any further obligation to the other arising out of this Agreement. The Parties recognize that the Conditions will be satisfied contemporaneously with or prior to the execution of this Agreement, but such Conditions have been identified herein for purposes of setting forth the intent of the Parties. For purposes of this Agreement, the following shall constitute the "Conditions," to be approved in the following order:

(a) The final approval and acceptance of this Agreement including the Development Plan, by the City Council; and

(b) The enactment of an ordinance approving the Rezone Application and effecting the rezone of the Property to be included in the MXD Zone in a manner that allows this Project.

10. **Water; Landscaping; Wetlands.**

10.1. **Water Share Contribution.** In connection with the development of the Project, upon the application for a building permit for the first building in the Development, Developer, or its permitted assigns, will transfer to the City all of the shares of water required for the applicable portion of the Project for irrigation purposes, in accordance with City Code Section 8.10.090. By way of explanation and example, if the first applicant for a building permit within the Project is for a building in the Residential Use Area, then the dedication shall be for the buildings located in the Residential Use Area only. Credit will be given for portions of the Project that have previously conveyed water shares to the City, as per City code.

10.2. **Landscaping.** Landscaping shall be installed by the Developer in accordance with landscaping plans to be approved by the City, which approval will not be unreasonably withheld or delayed.

11. **Assignment.** The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer without the consent of the City where such assignment is to an entity controlled or owned by Developer, consistent with Subsection 11.4, or to the Owner, or an affiliate of the Owner, as the owner of the Owner Property. All other assignments shall require the consent of the City as provided herein.

11.1. **Notice.** Developer shall give notice in accordance with Section 14 of this Agreement to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section 11. Such notice shall include providing the City with all necessary contact information for the proposed assignee.

11.2. **Partial Assignment.** Except as described in Section 11 above, if any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

11.3. **Grounds for Denying Assignment.** The City may only withhold its consent if the City is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.

11.4. **Related Entities.** Developer may assign or transfer its rights and obligations under this Agreement to Developer's affiliates, subsidiaries, or related entities without the City's consent. Any of Developer's successor-in-interest shall be bound by the Agreement.

11.5. **Assignee Bound by this Agreement.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

12. **Integration.** This Development Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature between the Parties and may only be modified by a subsequent writing duly executed by the Parties hereto.

13. **Severability.** If any part or provision of the Agreement shall be adjudged 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 part or provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be 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.

14. **Notices.**

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be (a) served personally upon the party for whom intended, (b) sent by nationally recognized express delivery service, or (c) if mailed, be by certified mail, return receipt requested, postage prepaid, to such party at its address shown below. Additionally, any such notices, requests and demands may be sent by electronic mail, so long as such notice is also delivered by one of the methods describe above.

To Developer:

Wasatch Residential Group, LLC
Attention: Corey Johnson
620 South State Street
Salt Lake City, Utah 84111
Email: coreyj@wresgroup.com

With a copy to:

Snell & Wilmer LLP
Attn: Wade Budge
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101
Email: wbudge@swlaw.com

To the City:

Syracuse City Attorney
1979 West 1900 South
Syracuse, Utah 84075
Email: proberts@syracuseut.com

With a copy to:

Syracuse City Manager
1979 West 1900 South
Syracuse, UT 84075
Email: bbovero@syracuseut.com

To Owner:

Columbia Ogden Medical Center, Inc.
One Park Plaza
Nashville, TN 37203
Attn: Real Estate Dept.
Email: Samuel.Burgess@hcahealthcare.com

With a copy to:

Waller Lansden Dortch & Davis, LLP
Attn: Carla Fenswick
511 Union Street, Suite 2700
Nashville, TN 37219
Email: Carla.Fenswick@wallerlaw.com

Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this section.

15. **Amendment.**

The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. Any amendment of a substantial provision of this Agreement shall require the prior approval of the City Council and must be recorded in the Davis County Recorder's Office to be effective.

16. **General Terms and Conditions.**

16.1. **Applicable Law.** This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the rules, regulations, official policies, standards and specifications applicable to the development of the Project (the "**Applicable Law**"), including the applicable City Code, resolutions, state law, and federal law.

16.2. **Termination of Agreement.** The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until the earlier of the following events: (i) certificates of occupancy have been issued for all Dwelling Units to be constructed in the Project and all Non-residential Development has been completed, or (ii) ten (10) years from the date on which this Agreement is recorded with the Davis County Recorder's Office; provided, however, that if Developer is not in breach of any material provisions of this Agreement when said 10-year period expires, and any portions of the Project have not been completely built-out, then this Agreement shall automatically be extended for an additional period of five (5) years (as applicable, the "**Term**"). When all Dedicated Improvements have been constructed and accepted by City (after expiration of applicable warranty periods), the Developer and/or the subsequent Owner/Developer shall be released from and have no continuing obligations with respect to such improvements.

16.3. **Successors and Assigns.** This Agreement shall be recorded against the Project. The agreements, benefits, burdens, rights and responsibilities contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Project, or portion thereof, as applicable, with respect to that portion of the Project owned by such successors in ownership. Nothing in this Agreement shall apply to residents or property owners who purchase or occupy developed lots or units within the Project, it being the intent of this Agreement that it governs the development of the Project, not the use by subsequent owners or residents. If any portion of the Property is transferred ("Transfer") to a third party (a "Transferee"), except to an end user of a site, the Transferor and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer, the Transferor provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, acknowledged by a notary public, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developer or Owner under this Agreement and the Transferor shall be released from any further obligations under this Agreement as to the transferred property. In all events, this Agreement shall run with and benefit the Property.

16.4. **Default & Remedies.** If either the Developer or the City fails to perform their respective obligations under the terms of this Agreement (as applicable, the "Defaulting Party"), the non-defaulting party shall provide written notice to the Defaulting Party specifically identifying the claimed event of default and the applicable provisions of this Agreement claimed to be in default. The Defaulting Party shall immediately proceed to cure or remedy such default or breach within sixty (60) calendar days after receipt of such notice. The Parties shall meet and confer in an attempt to resolve the default but, in the event they are not able to do so, the Parties shall have the rights and remedies available at law and in equity, including injunctive relief or specific performance, but excluding the award or recovery of any damages. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights. If the City elects to consider terminating this Agreement due to an uncured default by Developer, then the City shall give to Developer written notice of City's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by City's legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If City's legislative body determines that a material uncured Default has occurred and is continuing, City may thereafter pursue the remedy of termination through an appropriate judicial proceeding.

16.5. **Non-liability of City Officials or Employees.** No officer, representative, agent, or employee of the City shall be personally liable to the Developer or any successor-in-interest or assignee of the Developer, in the event of any default or breach by the City or for any amount which may become due, the Developer, or its successors or assignee, for any obligation arising out of the terms of this Agreement.

16.6. **Referendum or Challenge.** Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of

citizens, including approval of development agreements and a rezone of the Property. If a referendum or challenge relates to the City Council's approval of this Agreement or the rezoning, and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code Ann. § 20A-7-601, then Developer may deliver a notice of rescission to the City to terminate this Agreement. Upon Developer's delivery of a notice of rescission pursuant to this Subsection 16.6, this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Agreement. If the referendum or a legal challenge is successful in overturning the rezone of the Property or the approval of this Agreement, then either party may terminate this Agreement by delivery of notice of rescission, whereupon this Agreement shall automatically terminate and the Parties shall have no further rights or obligations under this Agreement.

16.7. **Ethical Standards.** The Developer represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee of the City, or to any relative or business entity of an officer or employee of the City; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code Ann. § 10-3-1301 et seq. and 67-16-3 et seq.; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the City or former officer or employee of the City to breach any of the ethical standards set forth in State statute or City ordinances.

16.8. **No Officer or Employee Interest.** It is agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer, or any member of any such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. This section does not apply to elected offices.

16.9. **Performance.** Each Party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other Party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy, or other approvals associated therewith. This section shall not be construed to require a Party or its representatives to provide an approval contrary to Applicable Law, regulations, or this Agreement.

16.10. **Governing Law & Venue.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in the Second Judicial District Court of the State of Utah, Farmington Division.

16.11. **Third Party Rights.** The Parties to this Agreement are the Developer and City. The Owners are intended third party beneficiaries. There are no other intended third-party

beneficiaries of this Agreement. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements.

16.12. **Further Documentation**. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

16.13. **Force Majeure**. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; pandemics; fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

16.14. **Relationship of Parties**. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the City and the Developer.

16.15. **Headings**. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

16.16. **Annual Inspections**. The Developer and subsequent purchasers acknowledge that pursuant to section 104 of the International Fire Code, as amended, the residential and commercial structures are subject to annual fire inspections.

(Remainder of page is intentionally blank)

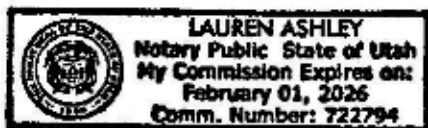
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first written above.

WASATCH RESIDENTIAL GROUP, LLC,
a Utah limited liability company

By: [Signature]
Its: Manager
Date: 9.2.22

STATE OF UTAH)
COUNTY OF ~~DAVIS~~ Salt Lake) ss.

On this 2nd day of September, 2022, personally appeared before me Jeff Nielson, the authorized signer of Wasatch Residential Group, LLC, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Development Agreement on behalf of said company and who duly acknowledged to me that he/she executed the same for the purposes therein stated.



[Signature]
Notary Public

SYRACUSE CITY

By *Dave Mangham*

Date: 9/22/22



Attest:

Cassie Z. Brown

Cassie Z. Brown, MMC
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 22 day of September, 2022, personally appeared before me Dave Mangham the authorized signer of Syracuse City, whose identity is personally known to me, to be the person who executed the Development Agreement on behalf of Syracuse City, and who duly acknowledged to me that he executed the same for the purposes therein stated.

Marisa Graham
Notary Public

Approved as to Form:

Paul H. Roberts

Paul H. Roberts
City Attorney



EXHIBIT A

Description of the Property/Project

A part of the Southwest Quarter of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, located in Syracuse City, Davis County, Utah, being more particularly described as follows:

Beginning at the northwesterly corner of NINIGRET NORTH III, according to the official plat thereof recorded on February 12, 2019 as Entry Number 3142943 in Book 7198 at Page 314 in the Office of the Davis County Recorder, said corner located N89°56'57"W 809.70 feet and S0°03'03"W 171.25 feet from the Center of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said Center of Section located N89°56'57"W 2,654.25 feet from the East Quarter Corner of said Section 3 (Basis of Bearing is S00°07'00"W between the East Quarter Corner and Southeast Corner of said Section 3); running thence along the westerly line of said subdivision to and along the westerly boundary line described in that certain Special Warranty Deed recorded August 24, 2012 as Entry Number 2682360 in Book 5592 at Page 893-898 in the Office of the Davis County Recorder, S00°08'15"W 1,314.96 feet to a point on the northerly boundary line described in that certain Special Warranty Deed recorded March 9, 1993 as Entry Number 1021678 in Book 1558 at Page 130 in the Office of the Davis County Recorder; thence along said northerly line to and along the northerly boundary line described in that certain Warranty Deed recorded on August 20, 2016 as Entry Number 2197408 in Book 4107 at Page 972 in the Office of the Davis County Recorder, N89°56'46"W 1,807.55 feet to a point on the easterly right-of-way line of State Route 108 known as Project No. S-0108(23)5; thence along said easterly line the following four (4) courses: (1) N00°09'22"E 943.91 feet; thence (2) S89°50'03"E 5.00 feet; thence (3) N00°09'22"E 330.97 feet; thence (4) N46°41'10"E 55.38 feet to a point on the southerly right-of-way line of State Route 193 known as Project No. S-0193(5)0; thence along said southerly line N89°59'13"E 1,761.94 feet to the point of beginning.

Contains: 54.45 acres+/-

EXHIBIT A-1

Description of Developer Property and Owner Property

Developer Property Legal Description

A part of the Southwest Quarter of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, located in Syracuse City, Davis County, Utah, being more particularly described as follows:

Beginning at the northwesterly corner of NINIGRET NORTH III, according to the official plat thereof recorded on February 12, 2019 as Entry Number 3142943 in Book 7198 at Page 314 in the Office of the Davis County Recorder, said corner located N89°56'57"W 809.70 feet and S0°03'03"W 171.25 feet from the Center of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said Center of Section located N89°56'57"W 2,654.25 feet from the East Quarter Corner of said Section 3 (Basis of Bearing is S00°07'00"W between the East Quarter Corner and Southeast Corner of said Section 3); running thence along the westerly line of said subdivision to and along the westerly boundary line described in that certain Special Warranty Deed recorded August 24, 2912 as Entry Number 2682360 in Book 5592 at Page 893-898 in the Office of the Davis County Recorder, S00°08'15"W 1,314.96 feet to a point on the northerly boundary line described in that certain Special Warranty Deed recorded March 9, 1993 as Entry Number 1021678 in Book 1558 at Page 130 in the Office of the Davis County Recorder; thence along said northerly line N89°56'46"W 886.50 feet; thence N00°08'15"E 1,313.92 feet to a point on the southerly right-of-way line of State Route 193 known as Project No. S-0193(5)0; thence along said southerly line N89°59'13"E 886.50 feet to the point of beginning.

Contains: 26.75 acres+/-

Owner Property Legal Description

A part of the Southwest Quarter of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, located in Syracuse City, Davis County, Utah, being more particularly described as follows:

Beginning at the northwesterly corner of NINIGRET NORTH III, according to the official plat thereof recorded on February 12, 2019 as Entry Number 3142943 in Book 7198 at Page 314 in the Office of the Davis County Recorder, said corner located N89°56'57"W 809.70 feet and S0°03'03"W 171.25 feet from the Center of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said Center of Section located N89°56'57"W 2,654.25 feet from the East Quarter Corner of said Section 3 (Basis of Bearing is S00°07'00"W between the East Quarter Corner and Southeast Corner of said Section 3); running thence along the westerly line of said subdivision to and along the westerly boundary line described in that certain Special Warranty Deed recorded August 24, 2912 as Entry Number 2682360 in Book 5592 at Page 893-898 in the Office of the Davis County Recorder, S00°08'15"W 1,314.96 feet to a point on the northerly boundary line described in that certain Special Warranty Deed recorded March 9, 1993 as Entry Number 1021678 in Book 1558 at Page 130 in the Office of the Davis County Recorder; thence along said northerly

line to and along the northerly boundary line described in that certain Warranty Deed recorded on August 20, 2016 as Entry Number 2197408 in Book 4107 at Page 972 in the Office of the Davis County Recorder, N89°56'46"W 1,807.55 feet to a point on the easterly right-of-way line of State Route 108 known as Project No. S-0108(23)5; thence along said easterly line the following four (4) courses: (1) N00°09'22"E 943.91 feet; thence (2) S89°50'03"E 5.00 feet; thence (3) N00°09'22"E 330.97 feet; thence (4) N46°41'10"E 55.38 feet to a point on the southerly right-of-way line of State Route 193 known as Project No. S-0193(5)0; thence along said southerly line N89°59'13"E 1,761.94 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM

Beginning at the northwesterly corner of NINIGRET NORTH III, according to the official plat thereof recorded on February 12, 2019 as Entry Number 3142943 in Book 7198 at Page 314 in the Office of the Davis County Recorder, said corner located N89°56'57"W 809.70 feet and S0°03'03"W 171.25 feet from the Center of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said Center of Section located N89°56'57"W 2,654.25 feet from the East Quarter Corner of said Section 3 (Basis of Bearing is S00°07'00"W between the East Quarter Corner and Southeast Corner of said Section 3); running thence along the westerly line of said subdivision to and along the westerly boundary line described in that certain Special Warranty Deed recorded August 24, 2012 as Entry Number 2682360 in Book 5592 at Page 893-898 in the Office of the Davis County Recorder, S00°08'15"W 1,314.96 feet to a point on the northerly boundary line described in that certain Special Warranty Deed recorded March 9, 1993 as Entry Number 1021678 in Book 1558 at Page 130 in the Office of the Davis County Recorder; thence along said northerly line N89°56'46"W 886.50 feet; thence N00°08'15"E 1,313.92 feet to a point on the southerly right-of-way line of State Route 193 known as Project No. S-0193(5)0; thence along said southerly line N89°59'13"E 886.50 feet to the point of beginning.

EXHIBIT B
Project Design Standards

Residential Use Area

All buildings in the Residential Use Area shall:

- Include a minimum of two building material types on the exterior except no building may contain vinyl siding or stucco.
- Be consistent with the elevations and design of the buildings attached hereto as Exhibit B-1.

Commercial Use Area

All buildings in the Commercial Use Area shall:

- Include a minimum of three building material types on the exterior except no building may contain vinyl siding.
- Be similar to the elevation and design of the buildings attached hereto as Exhibit B-2.

Hospital Use Area

All buildings in the Hospital Use Area shall:

- Include a minimum of three building material types on the exterior except no building may contain vinyl siding.
- Be similar to the elevation and design of other hospitals constructed by HCA Healthcare in the State of Utah, and are not required to comply with the provision of chapter 10.28 of the Syracuse Municipal Code.

EXHIBIT B-1

Residential Use Area Renderings



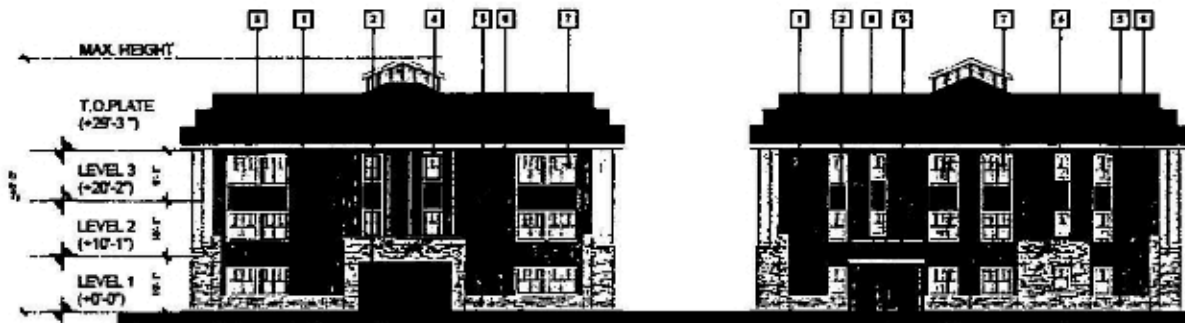
SCHEME A - FRONT ELEVATION



SCHEME A ALT. 1 - FRONT ELEVATION



SCHEME A & A ALT. 1 - REAR ELEVATION



SCHEME A & A ALT. 1 - RIGHT ELEVATION

SCHEME A & A ALT. 1 - LEFT ELEVATION



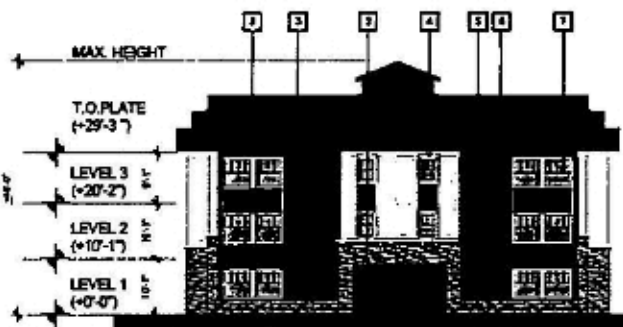
SCHEME B - FRONT ELEVATION



SCHEME B ALT. 1 - FRONT ELEVATION



SCHEME B & B ALT. 1 - REAR ELEVATION



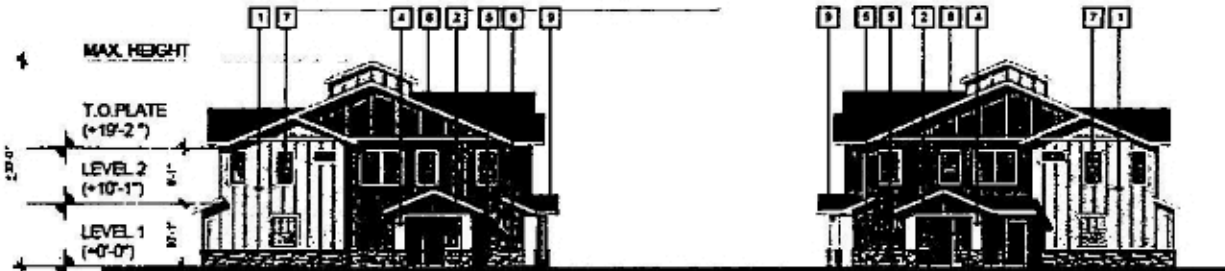
SCHEME B & B ALT. 1 - RIGHT ELEVATION



SCHEME B & B ALT. 1 - LEFT ELEVATION



SCHEME A - FRONT ELEVATION



SCHEME A - LEFT ELEVATION

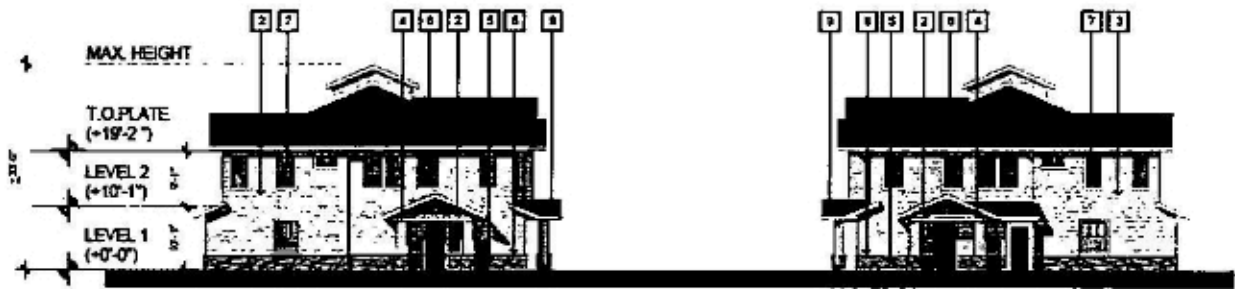
SCHEME A - RIGHT ELEVATION



SCHEME A - REAR ELEVATION



SCHEME B - FRONT ELEVATION



SCHEME B - LEFT ELEVATION

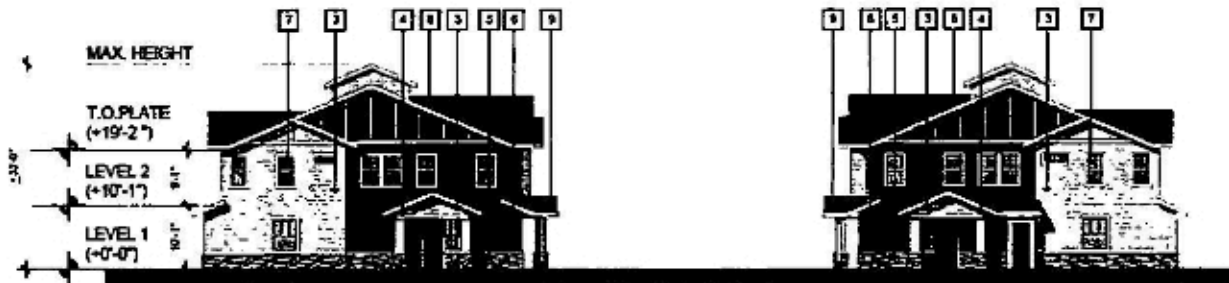
SCHEME B - RIGHT ELEVATION



SCHEME B - REAR ELEVATION



SCHEME C - FRONT ELEVATION



SCHEME C - LEFT ELEVATION

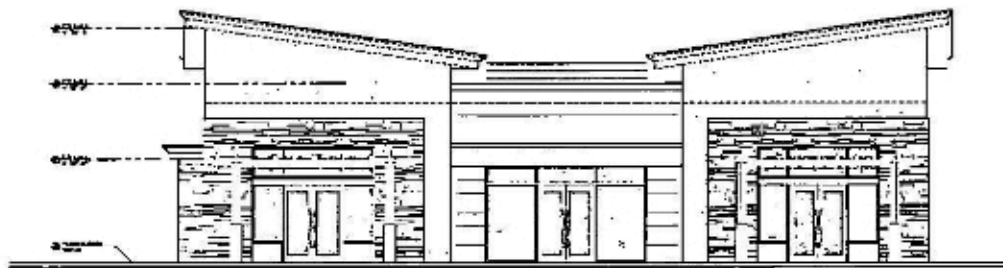
SCHEME C - RIGHT ELEVATION



SCHEME C - REAR ELEVATION

EXHIBIT B-2

Commercial Use Area Renderings



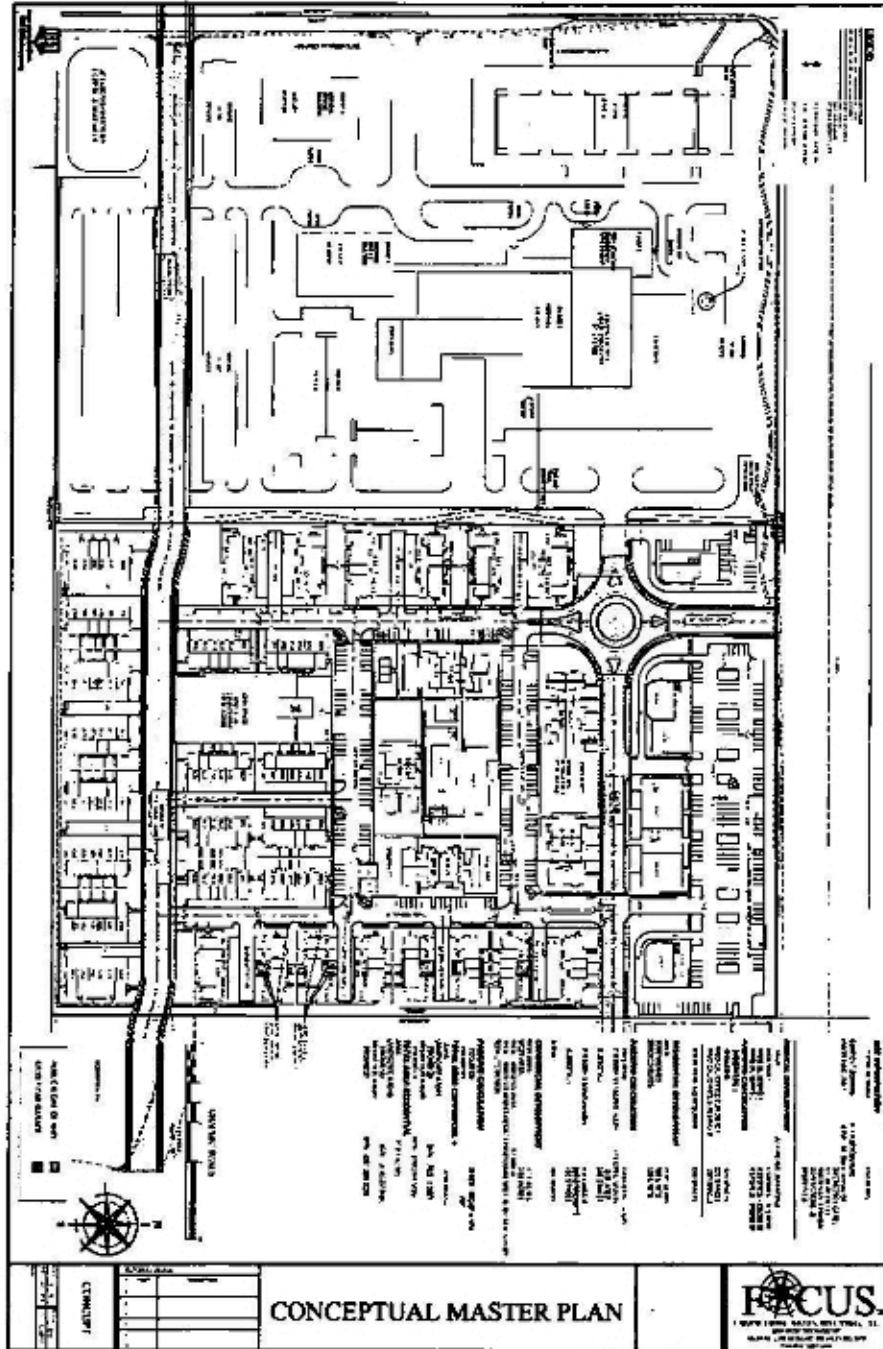
TYPICAL ELEVATION ELEVATION

Plot 25-642 03.20.2022
LATONOMIS ARCHITECTURE & INTERIOR DESIGN, INC. 1000 W. 1000 S. SUITE 100 SALT LAKE CITY, UTAH 84119 PHONE: 801.466.1000 WWW.LATONOMIS.COM
Syracuse Mixed Use Retail Center SYRACUSE, UTAH
DATE: 03/20/22
PROJECT NO. 22340
DRAWN BY: CHESTY C190128
TYPE ELEVATION ELEVATIONS
SHEET NO. A201





EXHIBIT C
Development Plan



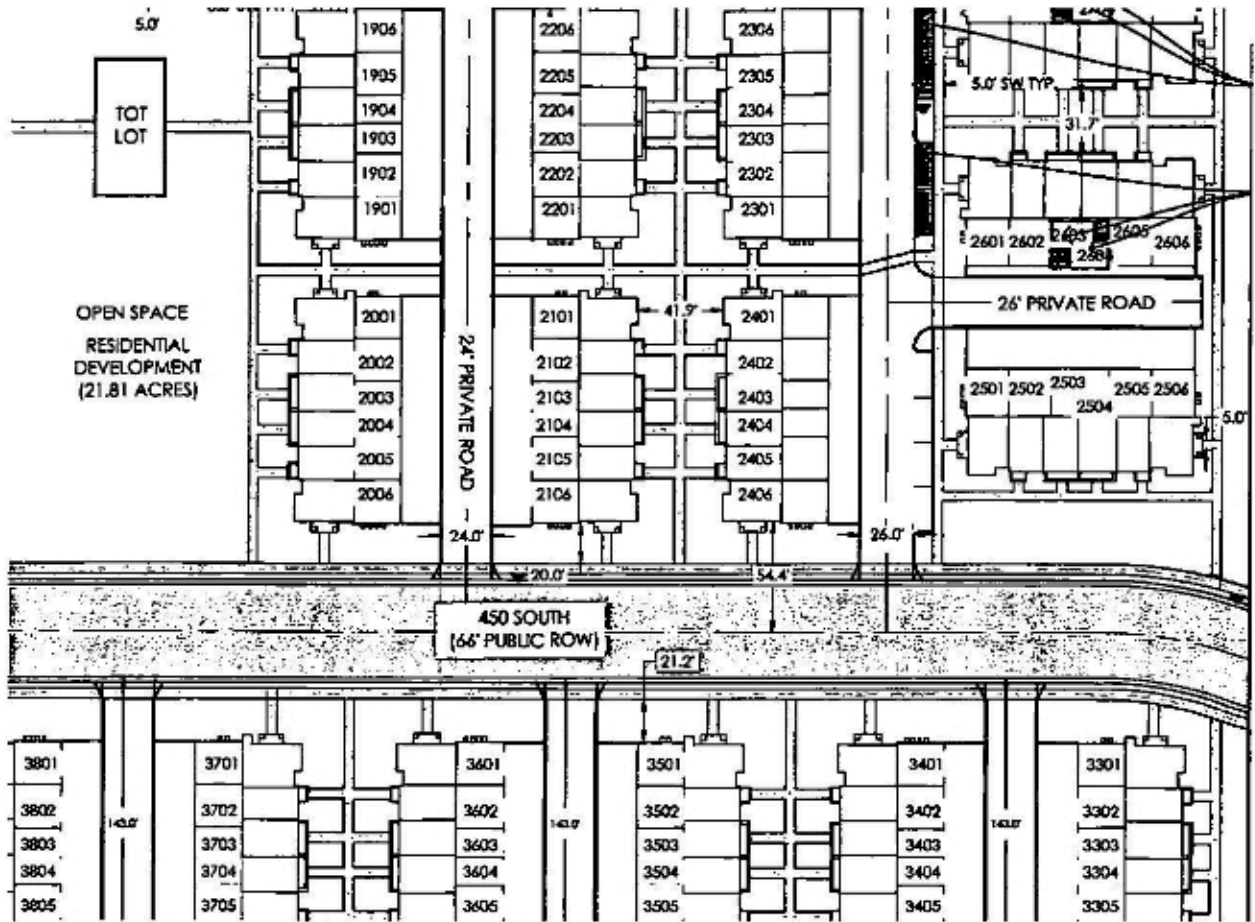


EXHIBIT C-1

Depiction of Use Areas

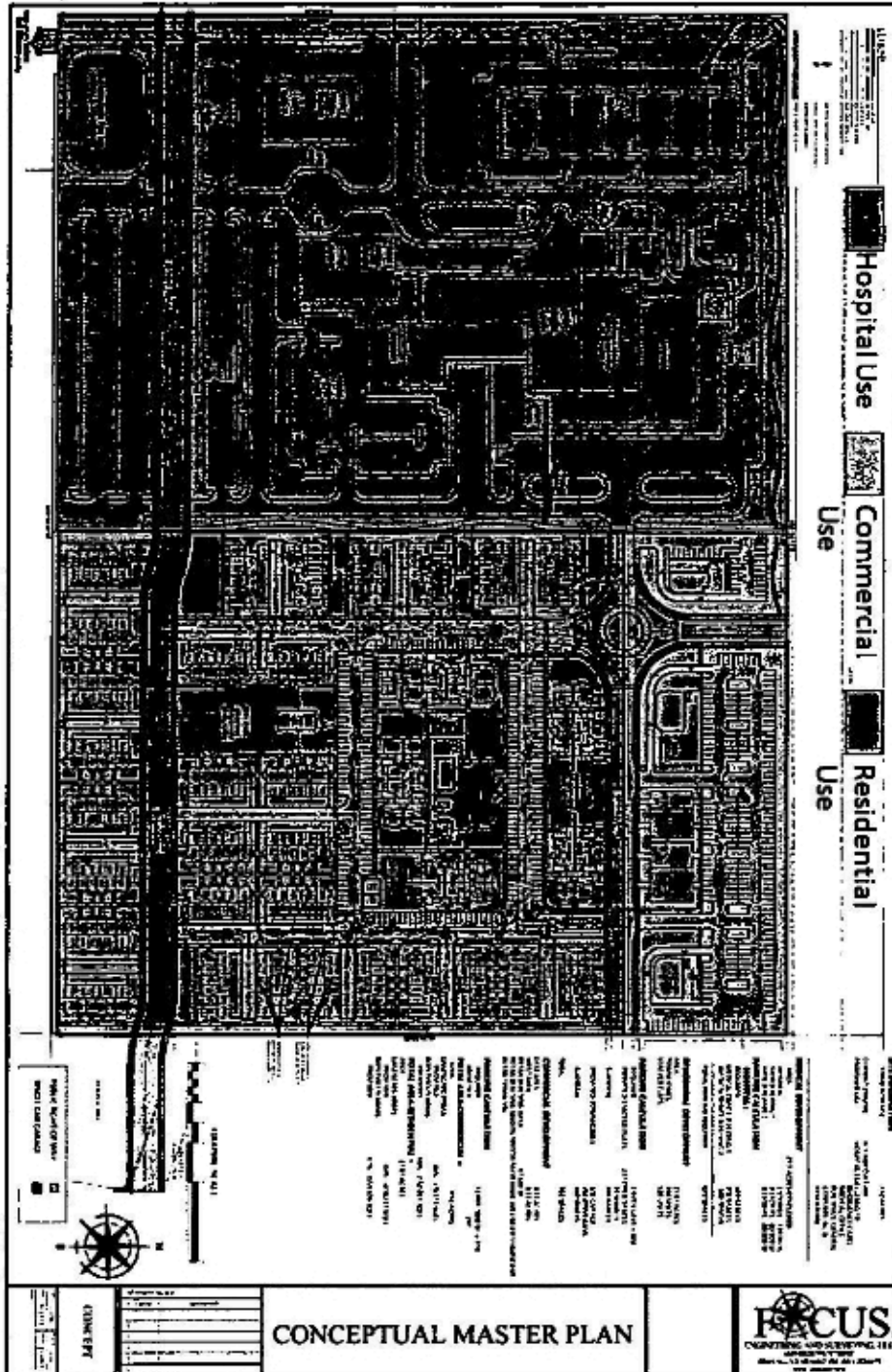


EXHIBIT D

General Location of Walking Trail

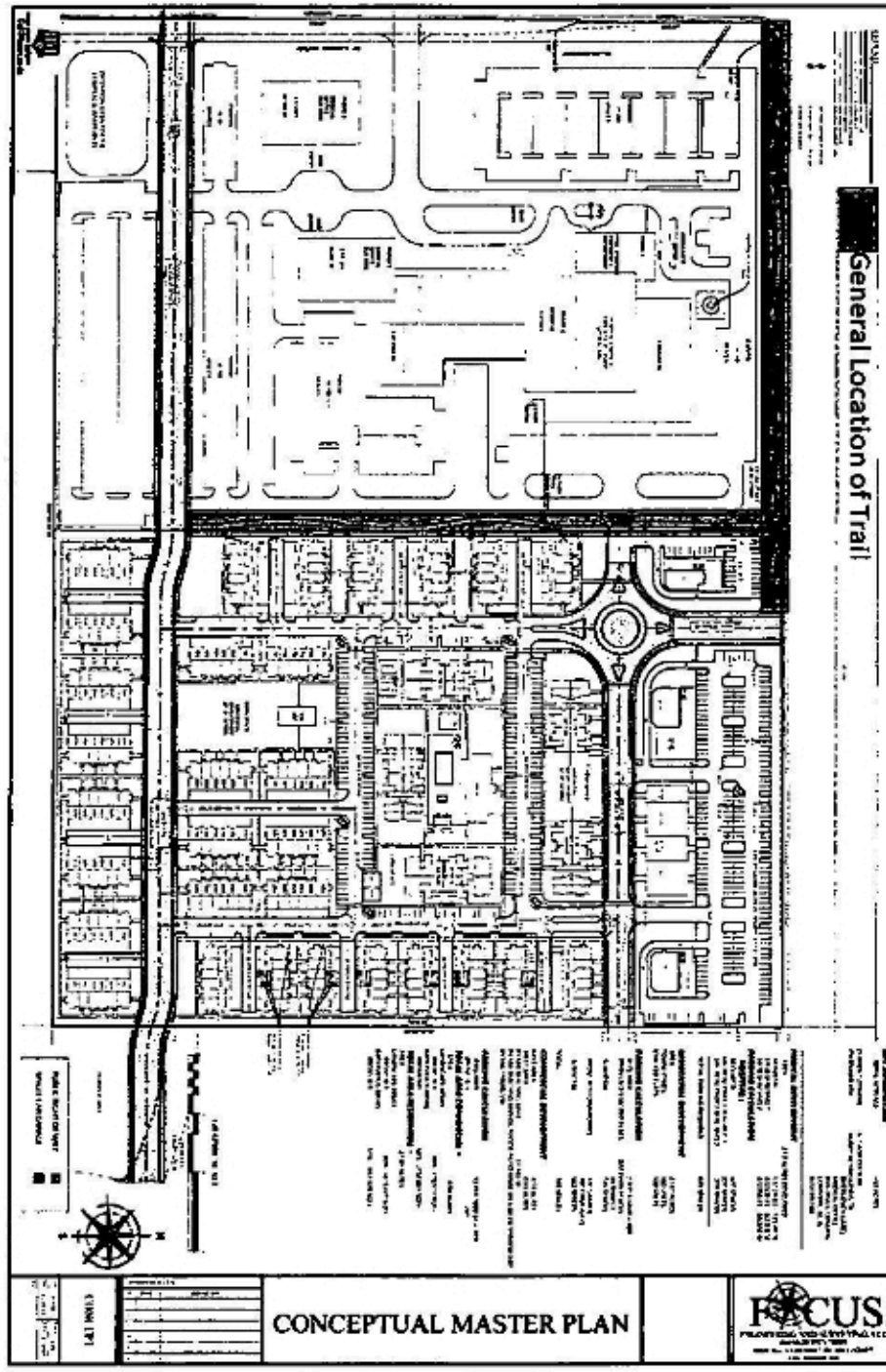
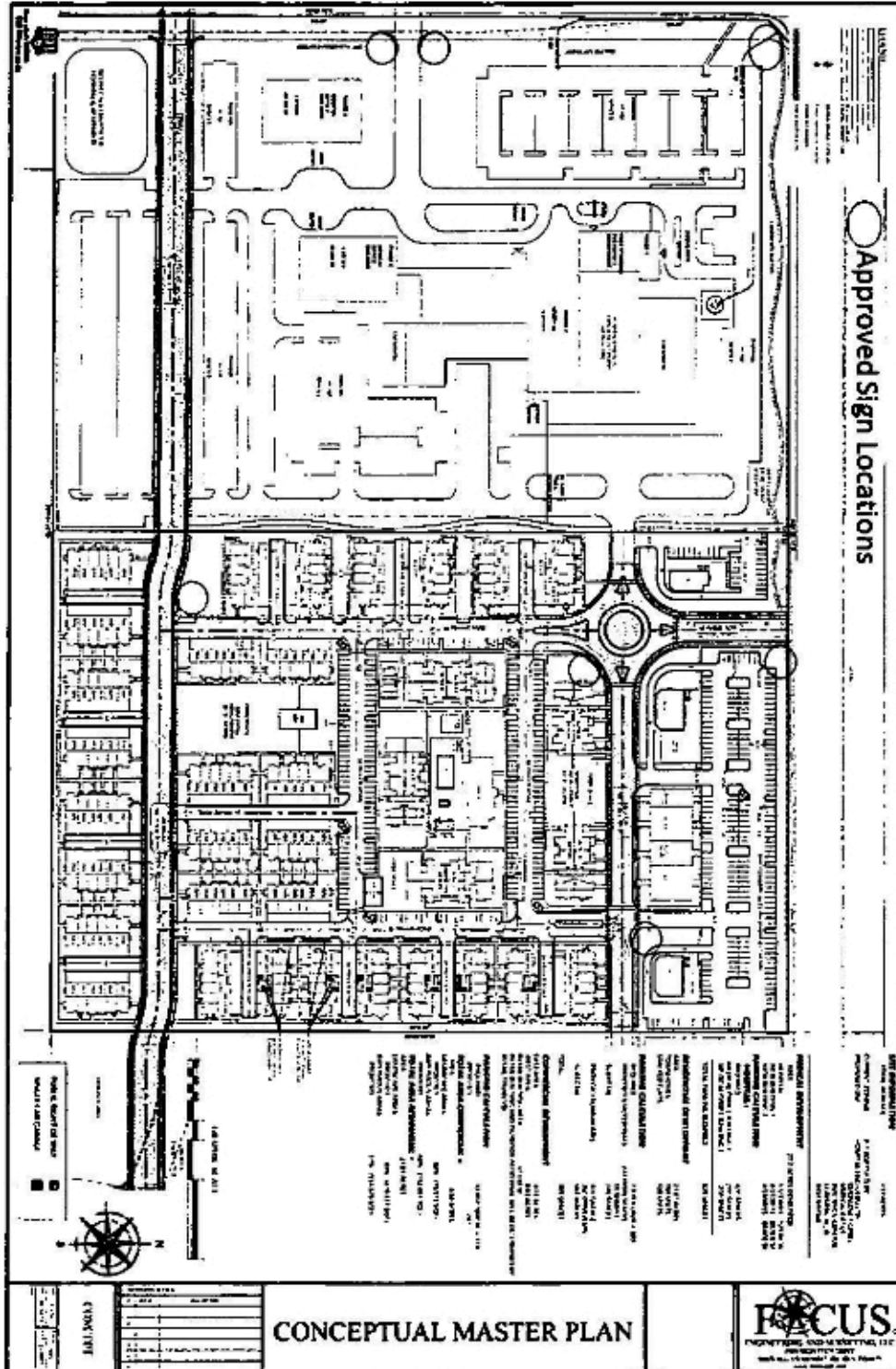


EXHIBIT E

Approved Sign Locations



Date: 10/3/2022

Page 1 of 1

Davis County Utah - Legal Description
Serial Number: 12-025-0014

Mailing Address
1100 DR MARTIN L KING JR BLVD
5TH FL / RM 512

NASHVILLE, TN 37203

Acres

53.64900

Deleted Date

Owner Names

Columbia Ogden Medical Center Inc

BEG AT A PT 1153.06 FT N 0°07'58" E & 33.00 FT S 89°52'02" E & 5.00 FT S 89°58'35" E FR THE SW COR OF SEC 3-T4N-R2W, SLB&M; & RUN TH ALG THE N LINE OF PPTY CONV IN WARRANTY DEED RECORDED 08/30/2006 AS E# 2197408 BK 4107 PG 972; TH S 89°57'15" E 275.92 FT TO A PT ON THE N LINE OF PPTY CONV IN SPECIAL WARRANTY DEED RECORDED 03/09/1993 AS E# 1021678 BK 1588 PG 130; TH ALG SD LINE S 89°58'33" E 1532.02 FT TO THE W LINE OF PPTY CONV IN WARRANTY DEED RECORDED 11/08/1982 AS E# 626328 BK 920 PG 123; TH ALG SD LINE N 0°08'15" E 1316.77 FT, M/L, TO THE S LINE OF PPTY CONV IN QC DEED RECORDED 01/11/2010 AS E# 2504725 BK 4938 PG 866; TH S 89°59'02" W 1764.48 FT; TH S 46°41'05" W 55.38 FT; TH S 0°09'17" W 330.97 FT; TH N 89°50'09" W 5.00 FT TO THE E'LY HWY R/W LINE OF SR-108; TH ALG SD LINE S 0°07'58" W 944.25 FT, M/L, TO THE POB. CONT. 53.649 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)