



ENT 38002:2020 PG 1 of 23  
 JEFFERY SMITH  
 UTAH COUNTY RECORDER  
 2020 Mar 25 10:39 am FEE 40.00 BY NG  
 RECORDED FOR SARATOGA SPRINGS CITY

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on March 18, 2020, by and between the City of Saratoga Springs, Utah, a Utah municipal corporation, hereinafter referred to as "City," and JDH Development, LLC, a Utah limited liability company, and Rafati Holdings, LLC, a Utah limited liability company; hereinafter referred to as "Developers."

**RECITALS:**

**WHEREAS**, Developers own 24.80 acres of property located in the City of Saratoga Springs, Utah, which is more fully described in the property ownership map, vicinity map, and legal descriptions attached as Exhibit A ("Property"); and

**WHEREAS**, the Property is currently zoned RC, MU, and OW with a General Plan land use designation of Office. Developers wish to develop the project known as 2250 North Redwood Road, which will consist of an Office, Warehouse/Flex development ("Project"). Currently, the proposed Project does not meet the RC and MU zone requirements or the General Plan and therefore would not be allowed in the RC and MU zones. Therefore, in order to develop the Project, Developers wish to place the portion of the Property currently zoned MU and RC into the OW zone with a General Plan land use designation of Office Warehouse on the entire property, as provided in Title 19 of the City Code, as amended (the "Zoning Request") and wishes to be voluntarily bound by this Agreement in order to be able to develop the Project as proposed; and

**WHEREAS**, the City desires to enter into this Agreement to promote the health, welfare, safety, convenience, and economic prosperity of the inhabitants of the City through the establishment and administration of conditions and regulations concerning the use and development of the Property and the Project; and

**WHEREAS**, the City desires to enter into this Agreement because the Agreement establishes planning principles, standards, and procedures to eliminate uncertainty in planning and guide the orderly development of the Property consistent with the City General Plan, the City Code, and the conditions imposed by the Planning Commission and City Council; and

**WHEREAS**, to assist the City in its review of the Rezoning Request and to assure development of the Project in accordance with Developers' representations to City, Developers and City desire to enter voluntarily into this Agreement, which sets forth the process and standards whereby Developers may develop the Project; and

**WHEREAS**, on April 17, 2012, the City adopted a comprehensive update to its General Plan ("General Plan") pursuant to Utah Code Annotated §§ 10-9a-401, et seq. A portion of the General Plan establishes development policies for the Property. Such development policies are

consistent with the proposed Project; and

**WHEREAS**, on October 10, 2019, after a duly noticed public hearing, City's Planning Commission recommended approval of Developers' Zoning Request, and reviewed the conceptual project plans attached hereto as Exhibit D ("Concept Plan"), and forwarded the application to the City Council with a positive recommendation for its consideration, subject to the findings and conditions contained in the Staff Report, and written minutes attached hereto as Exhibit B; and

**WHEREAS**, on February 4, 2020, the Saratoga Springs City Council ("City Council"), after holding a duly noticed public meeting and consideration of all comments from the public, neighborhood representatives, Developers, and City officials, approved Developers' Zoning Request and this Agreement, and reviewed the Concept Plan, attached hereto as Exhibit D, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit C; and

**WHEREAS**, the Concept Plan, attached as Exhibit D, among other things, identifies land uses, and required road, landscaping, trail, storm drain, sewer, and water improvements; and

**WHEREAS**, to allow development of the Property for the benefit of Developers, to ensure City that the development of the Property will conform to the applicable policies set forth in General Plan ordinances, regulations, and standards, Developers and City are each willing to abide by the terms and conditions set forth herein; and

**WHEREAS**, pursuant to its legislative authority under Utah Code Annotated § 10-9a-101, et seq., and after all required public notice and hearings and execution of this Agreement by Developers, the City Council, in exercising its legislative discretion, 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 Title 19 of the City code (collectively, the "Public Purposes"). As a result of such determination, City has elected to process the Rezoning Request and authorize the subsequent development thereunder in accordance with the provisions of this Agreement, and the City has concluded that the terms and conditions set forth in this Agreement accomplish the Public Purposes referenced above and promote the health, safety, prosperity, security, and general welfare of the residents and taxpayers of the City.

#### **AGREEMENT:**

Now, therefore, in consideration of the recitals above and the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developers hereby agree as follows:

1. **Effective Date.** This Agreement shall become effective on the date it is executed by Developers and the City (the "Effective Date"). The Effective Date shall be inserted in

the introductory paragraph preceding the Recitals.

2. Affected Property. The property ownership map, vicinity map, and legal descriptions for the Property are attached as Exhibit A. In the event of a conflict between the legal description and the property ownership map, the legal description shall take precedence. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developers and City.
3. Zone Change and Permitted Uses. Subject to the terms of this Agreement, the future development of the Property shall be subject to the provisions of the OW zone existing on the Effective Date of this Agreement with respect to the permitted and conditional uses, except that Storage, Self Storage, or Mini Storage Units uses shall only be allowed as a conditional use (or a permitted use upon a code amendment) in that portion of the Property that was zoned OW prior to this Agreement and that is not the subject of the current rezone request. Storage, Self Storage, or Mini Storage shall not be allowed as a conditional or permitted use on the Property zoned as RC and MU prior to this Agreement. However, all other requirements, including but not limited to setbacks, frontage, height, access, required improvements, landscaping, and architectural and design requirements on the Property shall be governed by City ordinances, regulations, specifications, and standards in effect at the time of a preliminary plat or site plan application, except to the extent this Agreement is more restrictive.
4. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police powers of City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the Effective Date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police power, such legislation shall not modify Developers' rights as set forth herein unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1988), or successor case law or statute. Any such proposed change affecting Developers' rights shall be of general applicability to all development activity in City. Unless City declares an emergency, Developers shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project.
5. Required Improvements. This Agreement does not in any way convey to Developers any capacity in any City system or infrastructure or the ability to develop the Property without the need for Developers to install and dedicate to City all required improvements necessary to service the Property, including without limitation the dedication of water rights and sources. Developers shall be responsible for paying all property taxes including rollback taxes prior to dedication or conveyance of required public infrastructure improvements and prior to acceptance by City. Future development of the

Property shall comply in all respects to all City ordinances, regulations, and standards with respect to the required infrastructure to service the Property, including without limitation installing the City's minimum-sized infrastructure, whether or not the minimum size may have additional capacity. Not by way limitation, the Developers shall be required to install and dedicate the following:

- a. **Water Rights and Sources.** Developers shall convey to or acquire from the City water rights and sources sufficient for the development of the Property according to City regulations in effect at the time of plat recordation of each phase.
- b. **Water Facilities for Development.** Developers shall be responsible for the installation and dedication to City of all onsite and offsite culinary and secondary water improvements, including but not limited to storage, distribution, treatment, and fire flow facilities, sufficient for the development of the Property in accordance with the City regulations in effect at the time of plat and site plan submittal. The required improvements for each plat shall be determined by the City Engineer at the time of plat or site plan submittal and may be adjusted in accordance with the then-current City regulations and this Agreement.
- c. **Sewer, Storm Drainage, and Roads.** At the time of plat recordation, Developers shall be responsible for the installation and dedication to City of all onsite and offsite sewer, storm drainage, and road improvements sufficient for the development of Developers' Property in accordance with the then-current City regulations and this Agreement. The required improvements for each plat or site plan shall be determined by the City Engineer at the time of plat or site plan submittal and may be adjusted in accordance with City regulations and this Agreement.
- d. **Landscaping and Trail Improvements – Canal Trail -** Developers shall be required to install an eight-foot wide concrete trail adjacent to the canal easement (but inside of the existing City utility easement) on the eastern property boundary as more fully specified in Exhibit E and inasmuch as those improvements are shown on the Saratoga Springs Trail Master Plan dated November 15, 2011 (the "Trail Improvements"). This concrete trail shall also function as a utility access road. These landscape improvements may be credited toward Developers' required landscaping improvements according to City regulations in effect at the time of a site plan application. Developer shall not be reimbursed by City for costs associated with the Trail Improvements and associated xeriscape landscaping, except that Developer shall be reimbursed for the increased cost difference (if any) between asphalt and concrete. Such reimbursement shall be in the form of impact fee waivers to the extent possible and if the costs are greater than the impact fees, then any remaining amounts due to Developer shall be reimbursed through cash. City shall maintain and replace the Canal Trail surface.

- e. **Landscaping and Trail Improvements – Redwood Road Trail** - As an express condition of this Agreement and the Zoning Request, Developers shall be required to install and improve the landscaping and trail improvements along the Redwood Road trail as more fully specified in Exhibit E, inasmuch as those improvements are shown on the Saratoga Springs Trail Master Plan dated November 15, 2011 (the “Trail Improvements”). These landscape improvements shall be credited toward Developers’ required landscaping improvements according to City regulations in effect at the time of a site plan application. Developer shall be reimbursed by City for additional costs associated with “upsizing” the sidewalk from the standard five-foot wide sidewalk to the eight-foot wide concrete trail. Developer shall not be charged any impact fees for parks and open space in consideration of the installation of the Trail Improvements. Developers shall maintain the Redwood Road trail improvements in perpetuity including repairing and replacing the vegetation, repairing and replacing all necessary infrastructure and improvements, and providing snow removal to ensure that the public is able to safely use and access the trail at all times, except that Developer and City shall jointly be responsible for repairing and replacing the trail surface in accordance with City policies regarding the replacement of sidewalks abutting businesses.
- f. **Power Lines.** As an express condition of this Agreement and the Zoning Request, Developers shall be required to bury all power lines at Developers’ own expense that are located on the Property as more fully shown on Exhibit F. This shall be in addition and not in lieu of all required roadway, landscaping, and trail improvements in accordance with City regulations. Furthermore, as an express condition of this Agreement and the Zoning Request, Developers shall be required to apply for and receive a permit from Rocky Mountain Power and comply with all necessary requirements at Developers’ sole cost. Developers shall also be required to apply with and obtain approval from any government entity for encroachment onto any public right-of-way at Developers’ sole cost.
6. Final Project/Plat or Development Plan Approval. In the event the City Council approves the Rezoning Request, Developers shall submit preliminary plat and/or site plan applications for all or a portion of the Property. Each application shall include project plans and specifications (including site and building design plans) (the “Plans”) for the portion of the Property being developed, and meeting City regulations and this Agreement. In determining whether the Plans meet all requirements herein, Developers shall provide all information required by City regulations as well as any information which City staff reasonably requests.
7. Standards for Approval. The City shall approve the Plans if such Plans meet the standards and requirements enumerated herein and if, as determined by City, the Plans are consistent with commitments made to City regulations. Developers shall be required

to proceed through the Preliminary Plat, Final Plat, and Site Plan approval process as specified in Title 19 of the City Code, and Developers shall be required to record a Final Plat with the Utah County Recorder and pay all recording fees.

8. Commencement of Site Preparation. Developers shall not commence site preparation or construction of any Project improvement on the Property until such time as the Plans have been approved by City in accordance with the terms and conditions of this Agreement. Upon approval of the Plans, subject to the provisions of this Agreement and conditions of approval, Developers may proceed by constructing the Project all at one time or in phases as specified in City regulations.
9. Time of Approval. Any approval required by this Agreement shall not be unreasonably withheld or delayed and shall be made in accordance with procedures applicable to the OW zone.
10. Term. The term of this Agreement shall commence on, and the Effective Date of this Agreement shall be, the effective date of the ordinance approving the Rezoning Request and shall continue for a period of eight (8) years. However, this Agreement may terminate earlier: (i) when certificates of occupancy have been issued for all buildings and/or dwelling units in the Project; provided, however, that any covenant included in this Agreement which is intended to run with the land, as set forth in any Special Condition, shall survive this Agreement as provided by such Special Condition; or (ii) if Developers fails to proceed with the Project within a period of two years. If this Agreement is terminated due to Developers' failure to proceed with the Project, then this Agreement and the zoning on the Property shall revert to the MW and RC zones. Unless otherwise agreed to by the City and Developers, Developers' vested interests and rights contained in this Agreement expire at the end of the Term, or upon termination of this Agreement approved by City and Developers in writing. However, this Agreement shall continue for perpetuity for any portions of the property contained in a final plat approved by the City Council and recorded on the property in the county recorder's office by Developers, unless City and Developers mutually agree otherwise in writing.
11. Successors and Assigns.
  - a. Change in Developers. This Agreement shall be binding on the successors and assigns of Developers. If the Property is transferred ("Transfer") to a third party ("Transferee"), Developers 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, Developers 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, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developers under this Agreement and the persons and/or entities

executing this Agreement as Developers shall be released from any further obligations under this Agreement as to the transferred Property.

- b. Individual Lot or Unit Sales. Notwithstanding the provisions of Subparagraph 12.a., a transfer by Developers of a lot or unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as Developers' obligations with respect to such lot or unit have been completed. In such event, Developers shall be released forever from any further obligations under this Agreement pertaining to such lot or unit.

12. Default.

- a. Events of Default. Upon the happening of one or more of the following events or conditions Developers or City, as applicable, shall be in default ("Default") under this Agreement:
  - i. a warranty, representation, or statement made or furnished by Developers under this Agreement is intentionally false or misleading in any material respect when it was made;
  - ii. a determination by City made upon the basis of substantial evidence that Developers have not complied in good faith with one or more of the material terms or conditions of this Agreement;
  - iii. any other event, condition, act, or omission, either by City or Developers that violates the terms of, or materially interferes with the intent and objectives of this Agreement.
- b. Procedure Upon Default.
  - i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty days' prior written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default with such thirty day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in Paragraph 13.c. herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.
  - ii. Any Default or inability to cure a Default caused by strikes, lockouts,

labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.

- c. **Breach of Agreement.** Upon Default as set forth in Subparagraphs 13.a. and 13.b. above, City may declare Developers to be in breach of this Agreement and City: (i) may withhold approval of any or all building permits or certificates of occupancy applied for in the Project, but not yet issued; and (ii) shall be under no obligation to approve or to issue any additional building permits or certificates of occupancy for any building within the Project until the breach has been corrected by Developers. In addition to such remedies, City or Developers may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.
13. **Entire Agreement.** This Agreement shall supersede all prior agreements with respect to the subject matter hereof, not incorporated herein, and all prior agreements and understandings are merged, integrated, and superseded by this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:
- Exhibit A:** Property Description.
  - Exhibit B:** Staff Report with Adopted Planning Commission Findings and Conditions of Approval, Report of Action (if applicable) and Planning Commission Written Minutes.
  - Exhibit C:** Staff Report with Adopted City Council Findings and Conditions of Approval, Report of Action (if applicable), and City Council Written Minutes.
  - Exhibit D:** Concept Plan
  - Exhibit E:** Required Trail Improvements
  - Exhibit F:** Power Poles Required to be Buried
14. **General Terms and Conditions.**
- a. **Incorporation of Recitals.** The Recitals contained in this Agreement, and the



introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

- b. Recording of Agreement. This Agreement shall be recorded at Developers' expense to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.
- c. Severability. Each and every provision of this Agreement shall be separate, several, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.
- d. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.
- e. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City.
- f. State and Federal Law; Invalidity. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void.
- g. Enforcement. The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developers violate the rules, policies, regulations, or ordinances of City or violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty days written notice to correct the violation (or such longer period as may be established in the discretion of City or a court of competent jurisdiction if Developers have used reasonable best efforts to cure such violation within such thirty days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by

Developers. City shall be free from any liability arising out of the exercise of its rights under this paragraph.

- h. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.
- i. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement.
- j. Attorney Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein.
- k. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four days after being sent by registered or certified mail, properly addressed to the parties as follows (or to such other address as the receiving party shall have notified the sending party in accordance with the provisions hereof):

To the Developers:                      JDH Development, LLC  
    Rafati Holdings, LLC  
    1850 North 1450 West  
    Lehi, UT 84004

To the City:                                      City Manager  
    City of Saratoga Springs  
    1307 N. Commerce Drive, Suite 200  
    Saratoga Springs, UT 84045

- l. Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.
- m. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by electronic emailed copies of executed originals; provided, however, if executed and delivered by email, then an original shall be provided to the other party within seven days.
- n. Hold Harmless and Indemnification. Developers agrees to defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees, consultants, special counsel, and representatives from liability for claims, damages, just compensation restitution, inverse condemnation, or any judicial or equitable relief which may arise from or are related to any activity connected with the Project, including approval of the Project, the direct or indirect operations of Developers or its contractors, subcontractors, agents, employees, or other persons acting on its behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Project and geological hazards.
  - i. Nothing in this Agreement shall be construed to mean that Developers shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted in writing by the City for maintenance.
  - ii. City shall give written notice of any claim, demand, action or proceeding which is the subject of Developers' hold harmless agreement as soon as practicable but not later than thirty (30) days after the assertion or commencement of the claim, demand, action or proceeding. If any such notice is given, Developer shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.
- o. Relationship of Parties. The contractual relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement

of the terms and conditions of this Agreement shall be reserved to City and Developers, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developers shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

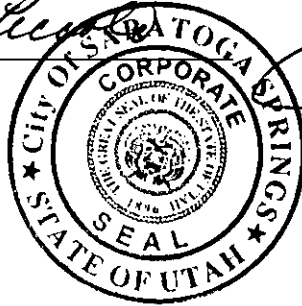
- p. Annual Review. City may review progress pursuant to this Agreement at least once every twelve (12) months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer to be in Default as provided in Paragraph 13 herein. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.
- q. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement or to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth District Court, State of Utah, or in the Federal District Court for the District of Utah.
- r. Title and Authority. Developer expressly warrants and represents to City that Developer (i) owns all right, title and interest in and to the Property, or (ii) has the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to Developer. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on these representations and warranties in executing this Agreement.
- s. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the date first written above.

Attest:

City of Saratoga Springs, Utah

Cindy Holcomb  
City Recorder



By: [Signature]  
Mayor

DEVELOPERS:

JDH Development, LLC, a Utah limited liability company

By: [Signature]

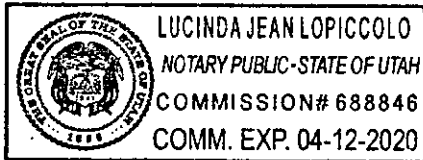
Its: Managing Member

~~Rafati Holdings, LLC, a Utah limited liability company~~

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH )  
: ss  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this 18 day of MARCH, 2020 by Tim MILLER, the MAYOR of City of Saratoga Springs, a political subdivision of the State of Utah.

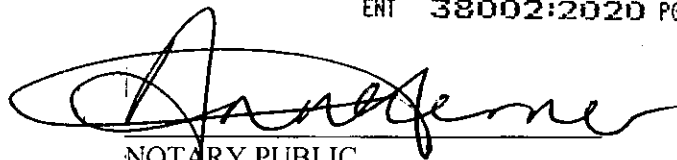


[Signature]  
NOTARY PUBLIC

STATE OF UTAH )  
: ss  
COUNTY OF Utah )



The foregoing instrument was acknowledged before me this 11 day of March, 2020 by John Hatfield, the Managing Member of JDH DEVELOPMENT, LLC, a Utah limited liability company, on behalf of the company.

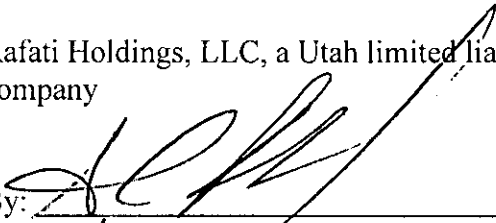
  
NOTARY PUBLIC

STATE OF UTAH )  
  ) : ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_, the \_\_\_\_\_ of **RAFATI HOLDINGS, LLC**, a Utah limited liability company, on behalf of the company.

\_\_\_\_\_  
NOTARY PUBLIC

Rafati Holdings, LLC, a Utah limited liability company

By:   
 Its: Manager

STATE OF UTAH )  
 ) : ss  
 COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_, 20\_\_ by \_\_\_  
 the \_\_\_ of **City of Saratoga Springs**, a political subdivision of  
 the State of Utah.

\_\_\_\_\_  
 NOTARY PUBLIC

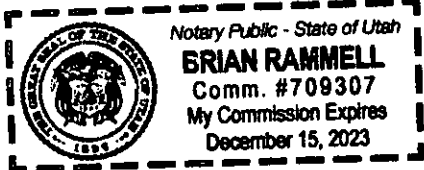
STATE OF UTAH )  
 ) : ss  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_, 2020 by \_\_\_  
 the \_\_\_ of **JDH DEVELOPMENT, LLC**, a Utah limited  
 liability company, on behalf of the company.

\_\_\_\_\_  
 NOTARY PUBLIC

STATE OF UTAH )  
 ) : ss  
 COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 10 day of March, 2020 by Ali Rafati,  
 the Manager of **RAFATI HOLDINGS, LLC**, a Utah limited  
 liability company, on behalf of the company.



  
 NOTARY PUBLIC





**Exhibit "A"**  
**Legal Description of Property**

**LEGAL DESCRIPTION**  
*2250 N Redwood, Saratoga Spring, UT*

Commencing at the found Utah County Brass Cap Monument marking the Northwest Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence 1391.39 feet North 89°54'19" East to the Point of Beginning; thence North 89°54'16" East 700.21 feet to the west line of the Utah Lake Distribution Canal; thence South 24°53'34" East 117.60 feet along said canal; thence South 89°09'59" West 107.67 feet; thence South 24°54'00" East 110.02 feet; thence North 89°09'30" East 107.66 feet to a point on the west line of the Utah Lake Distribution Canal; thence the following four (4) courses along said canal (1) South 24°54'00" East 385.53 feet along; (2) thence South 43°13'00" East 219.14 feet; (3) thence South 19°19'00" East 517.15 feet; (4) thence South 44°42'00" East 96.49 feet; thence leaving west line of canal West 1043.74 feet to a point on the east right-of-way line of Redwood Road; thence following the East right-of-way line of Redwood Road the following six (6) courses (1) thence North 12°01'51" West 112.75 feet; (2) thence North 11°04'33" West 300.04 feet; (3) thence North 12°01'51" West 179.90 feet; (4) thence North 17°02'18" West 171.84 feet; (5) thence North 12°01'51" West 342.92 feet; (6) thence North 02°23'43" West 75.47 feet; thence South 89°09'59" West 21.03 feet; thence North 41°14'06" West 23.65 feet; thence South 89°52'47" West 2.52 feet; thence North 11°59'43" West 100.26 feet to the Point of Beginning.

Containing 108,0134.34 square feet or 24.80 acres, more or less.

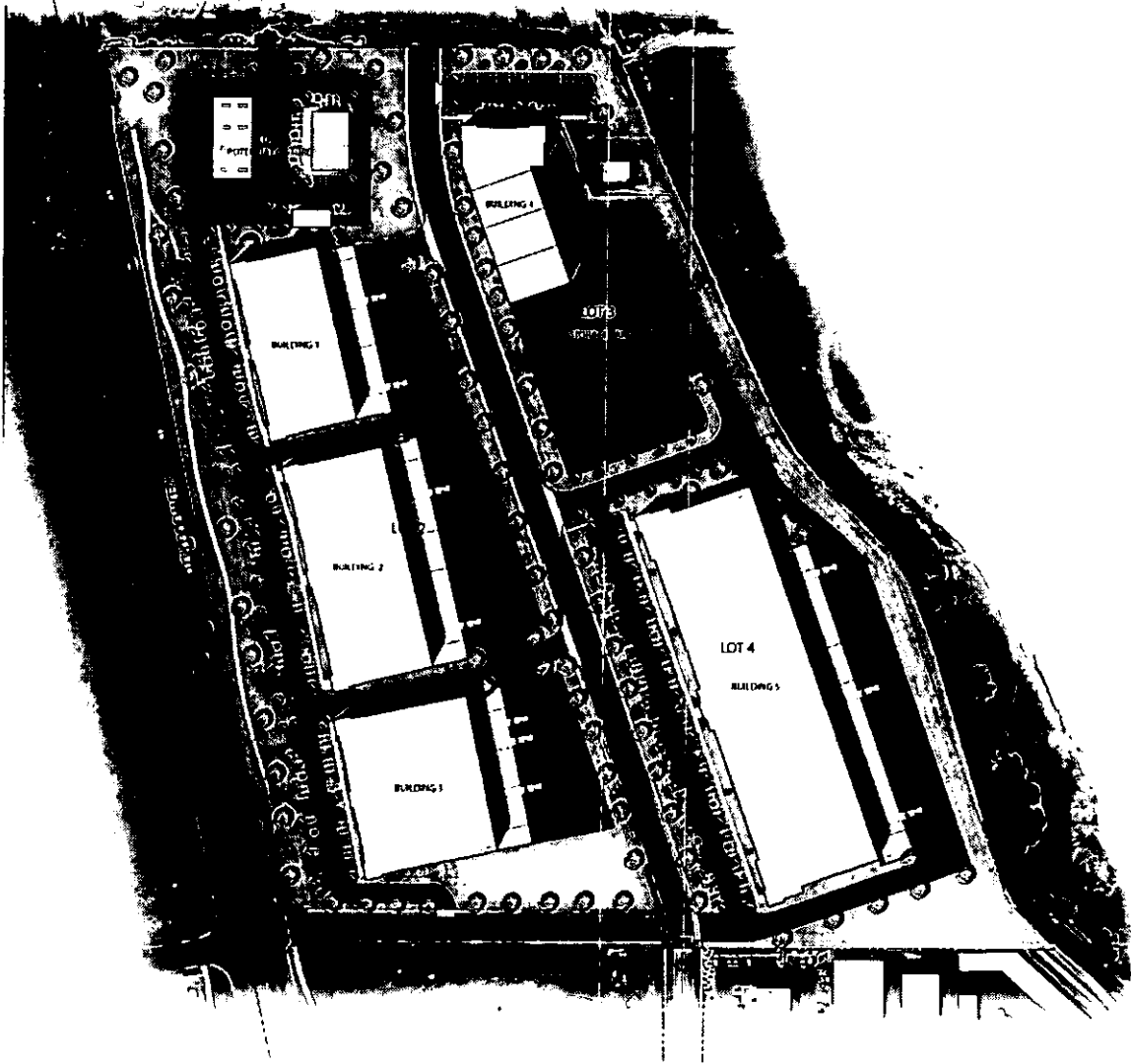
**Exhibit "B"**

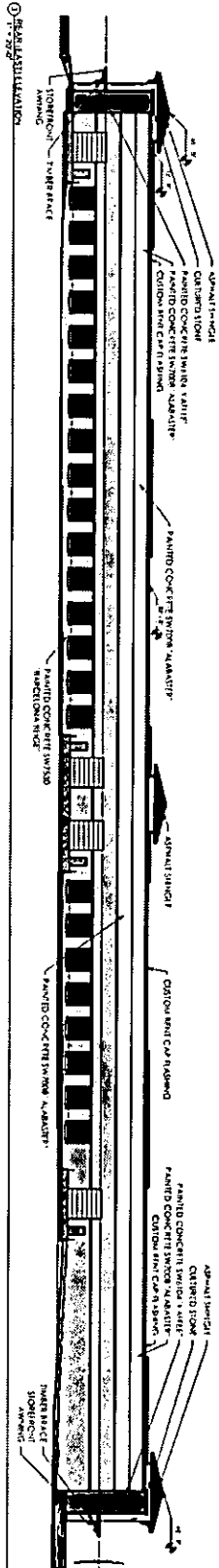
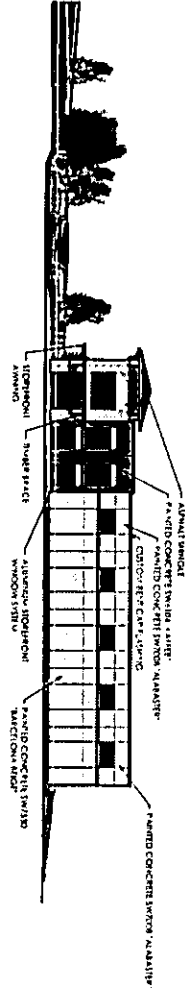
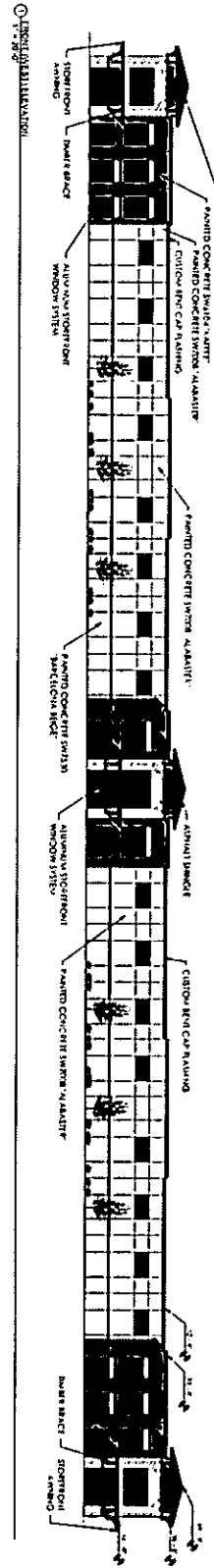
**Staff Report with Adopted Planning Commission Findings and Conditions of Approval,  
Report of Action (if applicable), and Written Minutes (attached hereto).**

**Exhibit "C"**

**Staff Report with Adopted City Council Findings and Conditions of Approval, Report of Action (if applicable), City Council Written Minutes.**

### Exhibit "D" Concept Plan





**Exhibit "E"**  
**Trail Improvements**



**Exhibit "F"**  
**Power Poles Required to be Buried**