

ANNEXATION AND DEVELOPMENT AGREEMENT

12th This Annexation and Development Agreement (the "Agreement") is made and entered into this day of January, 2017 (the "Effective Date"), by and between the Town of Charleston, (the "Town"), a Utah municipal corporation, and Ed Golub, LLC, (the "Applicant"), a Utah Limited Liability Company, jointly referred to herein as (the "Parties").

RECITALS

- A. The Applicant has applied for annexation into the Town by filing an Annexation Petition on or about the 1st day of September, 2016 (the "Annexation Petition").
- B. Subsequent to the filing of the Annexation Petition, the Town adopted a new land use ordinance on January 5, 2017. A disagreement has arisen between the Parties as to whether the Annexation Petition will be governed by the Town ordinances in place at the time the Annexation Petition was filed, or the new land use ordinance subsequently adopted by the Town.
- C. A disagreement has also arisen concerning the timing and method in which the Annexation Petition was processed by the Town.
- D. In order to fully and finally settle any disagreement between the Parties, the Town and the Applicant consider it mutually beneficial for the Town to grant Applicant's Annexation Petition, to annex the property contained within the Petition into the Town, and to approve the proposed development, upon the terms and conditions contained herein.
- E. The Town and Applicant agree that the Annexation approval, the development agreement, and the terms and conditions contained herein are binding upon both the Town and the Applicant, and inure to the benefit of the successors and assigns of the Applicant.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree that, as a condition of the Town approving the Annexation Petition of the Applicant, and in order to set forth conditions granting the vested right to the development of the property described therein, Applicant and the Town shall be mutually bound by the following terms and conditions:

1. The annexed property is legally described herein as Exhibit "A", attached hereto and incorporated herein by this reference, said property being located outside the Town of Charleston, which consists of approximately 12.6 - 14.48 acres (more or less) owned by Golub, King and Andreason (the "Annexation Property").
2. Applicant and Town agree that, except as specifically agreed to herein, Applicant's Annexation Petition shall be granted, and, except as specifically agreed to herein, shall be governed by the Ordinances of the Town that existed at the date of the initial filing of the Annexation Petition.
3. Specifically, the Parties agree that the Annexation Property is hereby approved for one or more of the following uses: Gas station(s)/convenience store(s), commercial development similar in nature and density to the proposed plan known as Weathervane Square, and/or such other commercial or mixed use development allowed in the new C-1 Zone or in the old C-1 Zone as it existed prior to the adoption of the new land use ordinance, or as otherwise described herein.
4. Provisions of the new land use ordinance adopted by the Town that shall apply to this Annexation Property and the development thereof are set forth in the attached Exhibit "B".

5. As per the Annexation Petition, the Parties hereby agree that the entire Annexation Property will be zoned C-1 Commercial, as set forth in the Ordinances of the Town that existed at the date of the initial filing of the Annexation Petition.
6. Applicant agrees to process site, concept, preliminary and final plans as may be reasonably required by the Town, however, in no event will the Town attempt to modify, alter or add to the terms, limitations and requirements of the C-1 Commercial Zone, or development approval process, as set forth in the Ordinances of the Town that existed at the date of the initial filing of the Annexation Petition, except as specifically provided for herein. Town agrees to process the applications and plans of Applicant in a normal, timely and workmanlike manner.
7. Applicant agrees to provide water shares, water rights and water infrastructure as required by the Charleston Water Conservancy District (the "Water District") for the proposed development of the Annexation Property. The requirements of the Water District shall be the same as required for other developments in the Water District.
8. Applicant agrees to pay all reasonable and legally implemented annexation fees, as per the Town's adopted fee schedule and to pay any outside consulting fees reasonably incurred by the Town in connection with the Applicant's proposed development of the Annexation Property. Any such fees shall be directly related to the application and procession of Applicant's development.
9. Applicant agrees to relocate the Charleston Town Monument and flagpoles to the North East portion of the proposed gas station / convenience store parcel adjacent to 3000 South. This shall occur when the relocation of 3000 South occurs. Applicant shall provide a location and similar landscaping and lighting for the relocated Monument and flagpoles. Neither the monument, nor the flagpoles, nor any landscaping associated therewith, shall be considered public real property, a public park, community location, or public space. Landscaping and lighting for the monument and flagpoles shall be maintained by Applicant, its successors and assigns. The monument itself, and the flagpoles and flags, shall be owned and maintained by the Town. Applicant shall grant a maintenance easement to Town for the purpose of facilitating the maintenance of the Monument, flagpoles and flags.
10. Applicant shall complete the realignment of 3000 South through the Annexation Property as generally illustrated on the two drawings, attached hereto as Exhibit "C" and incorporated herein by this reference. UDOT has agreed to contribute a portion of the costs of relocation. Applicant's obligation to relocate 3000 South is contingent upon Applicant receiving the expected and agreed upon contribution from UDOT.
11. Applicant and Town agree that any Annexation Petitions filed after the legal adoption of the Town's new Land Use Ordinance are governed by the new Land Use Ordinance.
12. Miscellaneous Provisions:
 - a. Time is of the essence with respect to the performance of every provision of this Agreement for which time of performance is specified or clearly a factor.
 - b. Nothing contained in this Agreement shall create any partnership, joint venture or agency relationship between the Parties.
 - c. The Recitals of this Agreement are incorporated as a part of this Agreement. This Agreement has been negotiated by the Parties, and shall not be construed for or against either party.
 - d. This Agreement contains the entire Agreement and understanding of the Parties with respect to the Annexation and Development of the Annexation Property, and supersedes any prior

promises, negotiations, representations or warranties not contained herein with respect to the Annexation Petition and development of the Annexation Property.

- e. This Agreement shall be a covenant running with the land, and shall be binding upon the Parties and their assigns and successors in interest.
- f. In the event there is a failure to perform any of the obligations of this Agreement, and it becomes necessary for either Party to employ the services of an attorney, whether the attorney is inside counsel or private counsel, either with or without litigation, on appeal or otherwise, the prevailing Party in the controversy shall be entitled to recover from the other Party its reasonable attorney's fees and any costs and expenses incurred to enforce this Agreement.
- g. The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. The Parties agree that the proper venue for any action commenced in connection with this Agreement is in a court of competent jurisdiction in Wasatch County, and the Parties hereby waive any right to object to such venue.
- h. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from the Agreement, which shall otherwise remain in full force and effect, provided that the fundamental purpose of this Agreement can still be achieved.
- i. Upon execution of this Agreement, it shall be recorded in the office of the Wasatch County Recorder in its entirety, and shall become a covenant running with the land.
- j. Applicant hereby certifies that he is the authorized representative of Ed Golub, LLC with full authority to sign this Agreement.

DATED this 12th day of January, 2017.

ATTEST:

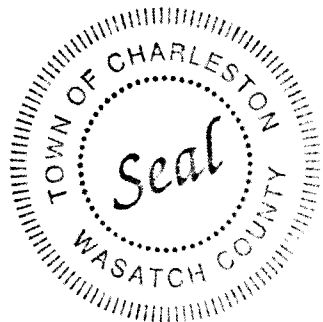
CHARLESTON TOWN,
A Utah Municipal Corporation.

By: [Signature]

By: Bob Kowallis
Mayor

SEAL:

Town Council



[Signature]
[Signature]

APPLICANT
Ed Golub, LLC

By: [Signature]
Authorized Representative

EXHIBIT "A"
LEGAL DESCRIPTION

CHARLESTON TOWN PETITION FOR ANNEXATION

To the Mayor and members of the Charleston Town Board, a municipal corporation of the State of Utah:

The petition of the undersigned owners of real property hereinafter more particularly described, do hereby present this Petition for Annexation of the said real property into the corporate limits of Charleston Town, UT, and respectfully represent as follows:

1. That they are the owners, or owner's representative, of the real property in the territory lying contiguous to the present corporate limits of Charleston Town, Wasatch County, State of Utah.
2. That attached hereto is a certified copy of an accurate plat or map of such territory to be so annexed, in relation to presently existing boundaries of Charleston Town, UT, showing that such territory to be so annexed does actually lie contiguous to such existing boundaries of Charleston Town, UT, and which plat has been prepared by **Johanson Land Consultants** certified and duly licensed engineers and surveyors.
3. That the territory to be so annexed is shown on the annexation plat map attached hereto and is more particularly described below by its legal description:

BOUNDARY DESCRIPTION

BEGINNING AT A POINT NORTH 89°55'37" EAST A DISTANCE OF 504.19 FEET FROM THE WEST QUARTER CORNER OF SECTION 13. TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, BEING A POINT ON THE TOWN LINE OF EAST CHARLESTON ANNEXATION PLAT FILE NO. 315290; THENCE NORTH 24°30'00" EAST, A DISTANCE OF 564.86 FEET; THENCE NORTH 89°16'53" EAST, A DISTANCE OF 1,313.26 FEET MORE OR LESS TO THE EASTERLY SIDE OF A STATE ROAD; THENCE SOUTH 52°00'08" WEST, A DISTANCE OF 860.08 FEET; THENCE SOUTH 89°55'37" WEST, A DISTANCE OF 606.94 FEET; THENCE SOUTH 00°04'23" EAST, A DISTANCE OF 252.47 FEET; THENCE SOUTH 52°20'53" WEST, A DISTANCE OF 190.24 FEET; THENCE NORTH 01°11'18" WEST, A DISTANCE OF 223.53 FEET; THENCE SOUTH 89°55'37" WEST, A DISTANCE OF 155.41 FEET; THENCE NORTH 18°33'10" EAST, A DISTANCE OF 153.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 630,920 SQUARE FEET OR 14.48 ACRES, MORE OR LESS.

13.5 Acres

EXHIBIT "B"

JANUARY 5, 2017 LAND USE ORDINANCE

PROVISIONS APPLICABLE TO THIS PARCEL

(As modified by this Agreement)

02.0904.00 Commercial Zone

02.0904.01 Objective and Characteristics of Zone. The Parties agree that the general description of the C-1 zone shall apply to this Annexation Property, with the following additions: The C-1 Zone as it applies to the Annexation Property, also allows "residential uses, including mixed uses and caretaker dwellings" as provided in Section 02.0904.02B.9, and other uses as described herein.

The "Ranch and Mountain Lodge" theme guidelines shall be considered as recommendations for purposes of this Annexation Property, and not absolute requirements. No development proposal within the Annexation Property shall be denied for failure to comply with the "Ranch and Mountain Lodge" theme.

The Parties agree to the location of the C-1 Zones within the Town, and with the general description contained in the third Paragraph of Section 02.0904.01 of the new C-1 code.

02.0904.02 Use Requirements. The Parties agree that the following uses shall be permitted uses with respect to the Annexation Property:

- A.1. Research Services (as described in the new C-1 code).
- A.2. Communications (as described in the new C-1 code).
- A.3. Data Processing Services.
- A.4. Service Enterprises (as described in the new C-1 code).
- A.5. Wholesale and retail stores and buildings and structures related thereto. (The remainder of this sub-section shall not apply to the Annexation Property).
- A.6. Office buildings and public utility buildings (as described in the new C-1 code).
- A.7. Water wells, directional signs and name plates (as described in the new C-1 code).
- A.8. Cafes, service stations and food drive-ins (as described in the new C-1 code).
- A.9. Other uses similar to the foregoing (as described in the new C-1 code).

In addition, the following uses shall be considered "permitted uses" and not "conditional uses" for the Annexation Property:

Auto, electronic and other repair establishments (as described in 02.0904.02C.2. of the new C-1 code).

Convenience stores, (which are already referred to as permitted uses under A.8. Service Stations. Inclusion of convenience stores as a permitted use eliminates any confusion). Additionally, the ¼ restriction between convenience stores does not apply for the Annexation Property.

Manufacturing, processing, and fabricating establishments (as described in 02.0904.02C.4 of the new C-1 code).

Drive-up Windows (as described in 02.0904.02C.9 of the new C-1 code).

Car washes (as described in 02.0904.02C.10 of the new C-1 code, with the exception that sub-sections b and c do not apply to the Annexation Property).

The following additional uses shall be considered "permitted secondary uses" for purposes of the Annexation Property:

- Fuel pumps and underground fuel storage (as described in 02.0904.02C.5 of the new C-1 code)
- Off-premises beer retailer (as described in 02.0904.02C.8 of the new C-1 code, with the exception that section 02.0904.02C.8 (b) regarding the time restrictions shall not apply to the Annexation Property.)
- Above ground fuel storage (as described in 02.0904.02D.6 of the new C-1 code).
- Laundromats (as described in 02.0904.02D.11 of the new C-1 code).
- Explosives, flammable or highly combustible material, etc. (as described in 02.0904.02D.13 of the new C-1 code).

The following additional uses shall be considered "conditional uses" for purposes of the Annexation Property:

- Hotels (as described in 02.0904.02D.8 of the new C-1 code).
 - Motels (as described in 02.0904.02D.9 of the new C-1 code).
 - Multi-level Parking Structures (as described in 02.0904.02D.10 of the new C-1 code).
 - Vacation or Recreation Vehicle Courts (as described in 02.0904.02D.12 of the new C-1 code).
- The remainder of the permitted, permitted secondary, conditional and prohibited uses described in the new land use code or existing C-1 code and not specifically modified herein shall apply to the Annexation Property.

02.0904.03 Area, Width, Location, Height Requirements.

- A. There shall be no minimum area or width requirements for lots in the Annexation Property (except as specifically agreed to herein for the Annexation Property).

The Parties expressly agree that none of the setback requirements set forth in the new land use code or C-1 zone shall apply to the Annexation Property in such a manner as to reduce density or restrict uses that would have been allowed under the prior Town code. Notwithstanding the foregoing, the Parties specifically agree to the following:

- B. 1. Front setback. The front setback requirements contained in this section 02.0904.03 B.1 shall apply only with respect to 3000 South. Front setback requirements shall be measured from the centerline of the re-aligned 3000 South, and not from Highway 189. None of the setback requirements regarding fuel pump islands or canopies shall apply to the Annexation Property in such a manner as to restrict the ability of the Applicant, its successors or assigns, to develop a normal convenience store project on one or both corners created by the re-aligned 3000 South.

2. Side setback, Interior Lots. This section shall not apply if its effect is to eliminate or downsize one or more buildings contemplated in the Weathervane Square or similar proposal.
 3. Side setback, Corner Lots. This section shall not apply to the two corner lots created by the re-alignment of 3000 South. Those lots shall be considered as having front setback requirements from 3000 South only.
 4. Rear Setback, Interior and Corner Lots. This section shall not apply to interior roads, parking lots or hard surfaces within the development. For purposes of the Annexation Property, the furthest North boundary shall be considered the rear property line of the parcel north of the re-aligned 3000 South. The furthest South boundary shall be considered the rear property line of the parcel south of the re-aligned 3000 South.
 5. Setbacks from Residential Zones. This section shall not apply to the Annexation Parcel.
- C. The height restriction of 35' from the natural grade does not apply to the Annexation Property. However, any building in excess of 35' would be considered a conditional use, and would take into account density lost due to setback requirements, etc.

02.0904.04 Special Provisions

A. Unless otherwise specifically agreed to herein, this section shall not be considered a requirement for development of the Annexation Property. The Annexation Property shall be obligated to comply with any landscaping requirements that were contained in the prior Town code. Notwithstanding the foregoing, the Parties agree that a reasonable landscaping plan will be submitted by the Applicant, its successors or assigns, as part of the approval process. Agreed upon landscaping and hard surfaces shall be maintained by Applicant, its successors and assigns.

1. The Parties agree that a landscaping plan will be submitted as part of the development process for each lot within the Annexation Property. Landscaping shall be installed and maintained by the lot owner in accordance with the agreed upon landscaping plan.
2. This section shall not apply to the Annexation Property.
3. This section shall not apply to the Highway 189 right of way adjoining the Annexation Property.
4. The Parties agree that a landscape plan will be submitted as part of the development process for each lot within the Annexation Property. No development will be denied solely on the basis of failure to comply with the new landscape requirements contained in the new land use code.
5. This section shall not be a requirement for the Annexation Property.
6. This section shall not be a requirement for the Annexation Property.
7. This section shall not be a requirement for the Annexation Property.
8. This section shall not be a requirement for the Annexation Property.
9. This section shall not be a requirement for the Annexation Property.
10. This section shall not be a requirement for the Annexation Property.
11. This section shall not be a requirement for the Annexation Property.
12. This section shall not be a requirement for the Annexation Property.
13. This section shall not be a requirement for the Annexation Property.

B. Parking. All off street parking spaces shall be hard-surface. Parking requirements shall comply with the requirements in place under the old code, unless otherwise expressly agreed to herein.

C. Lighting. All site lighting within the Annexation Property shall comply with the requirements in place under the old code, unless otherwise expressly agreed to herein.

D. Garbage, recycling and other similar waste containers. This section shall apply to the Annexation Property.

E. Architectural Design. The Parties expressly agree that the provisions of this Section are not mandatory for the Annexation Property.

F. Business Licenses. The Parties agree that the business license ordinance of the Town that was in place prior to the adoption of the new land use ordinance shall apply to the Annexation Property. Business licenses for businesses located within the Annexation Property shall be issued, assessed and maintained in a normal manner similar to surrounding municipalities, and shall not be unreasonably withheld, restricted or revoked. The Parties agree that businesses within the Annexation Property are an asset to the Town, as well as to the Owners.

02.0904.05 Site Plan and Platting Requirements. Site Plans for the Annexation Property shall be processed as per the requirements of the old code unless otherwise specifically agreed to herein. If a subdivision Plat is requested, it may be run simultaneously with the Site Plan, at the Applicant's own risk.

02.0600 Supplementary Requirements and Procedures Applicable Within All Zones. The Parties expressly agree that the requirements of this section shall not apply to the Annexation Property, except as specifically agreed to here.

02.0600.01 Intent. The Parties agree that this descriptive language only applies to the Annexation Property as agreed to herein.

02.0600.02 This section shall apply to the Annexation Property.

02.0600.03. This section shall apply to the Annexation Property, except to the extent that condominium projects are allowed as part of a mixed use residential permitted use. In the event a condominium is proposed, the requirement that every dwelling be on a separate lot shall not apply to the Annexation Property.

02.0600.04. This section shall apply to the Annexation Property.

02.0600.05 This section shall apply to the Annexation Property, however, it shall not be applied so as to prohibit a gazebo, covered parking, pergola, covered walkway, or other similar structure.

02.0600.06. This section shall apply to the Annexation Property.

02.0600.07. This section shall apply to the Annexation Property, however, it shall not be applied in a manner to prohibit caretaker dwellings otherwise allowed in either the old ordinances or the new land use ordinance.

02.0600.08. This section shall apply to the Annexation Property.

02.0600.09. This section shall apply to the Annexation Property.

02.0600.10. This section shall not apply to the Annexation Property. Building height in excess of 35' shall be allowed as a conditional use, as set forth herein.

02.0600.11. This section shall not apply to the Annexation Property.

02.0600.12. This section shall apply to the Annexation Property.

02.0600.13. This section shall apply to the Annexation Property.

- 02.0600.14. This section shall not apply to the Annexation Property.
- 02.0600.15. This section shall not apply to the Annexation Property.
- 02.0600.16. This section shall apply to the Annexation Property.
- 02.0600.17. This section shall apply to the Annexation Property.
- 02.0600.18. This section shall apply to the Annexation Property with the addition that the approval of any sewer facilities described herein shall be obtained from the Wasatch County Health Department. No additional approval by the Town is required.
- 02.0600.19. This section shall not apply to the Annexation Property. The Parties expressly agree that one or more convenience stores that sell fuel are allowed on the Annexation Property. To the extent any of these setback requirements impose restrictions on a normal convenience store layout or site plan, they do not apply to the Annexation Property.
- 02.0600.20. This section shall not apply to the Annexation Property.
- 02.0600.21. The Parties agree with the descriptive language in the first paragraph of this section, however, the Annexation Property is not bound by the landscaping requirements of the new land use ordinance. Notwithstanding the foregoing, the Parties agree as follows:
- A. The landscaping requirements of the new land use ordinance do not apply to the Annexation Property.
 - B. The landscaping requirements of the new land use ordinance do not apply to the Annexation Property.
 - C. The Parties agree that any landscaping agreed to by the Applicant, its successors and assigns as part of an approved site plan, shall be maintained as per the standards in this section.
 - D. This section does not apply to the Annexation Property.
 - E. This section does not apply to the Annexation Property.
 - F. The Parties agree to this sub section.
- 02.0600.22. This section does not apply to the Annexation Property. Specifically, the Parties acknowledge that one or more convenience stores which sell fuel are allowed on the Annexation Property. To the extent any portion of this section, with its accompanying tables, prohibits standard or ordinary signage which is customary for a permitted or conditional use, this sign ordinance does not apply to the Annexation Property. Notwithstanding the foregoing, the Parties agree as follows:
- A. The definitions contained herein are agreed to by the Parties.
 - B. This section, and the accompanying table, does not apply to the Annexation Property.
 - C. This section does not apply to the Annexation Property.
 - D. This section applies to the Annexation Property.
 - E. This table, with its accompanying restrictions, does not apply to the Annexation Property.
 - F. This table, with its accompanying restrictions, does not apply to the Annexation Property.
- 02.0600.23. The Parties agree that this section shall apply to the Annexation Property.
- 02.0600.24. This section does not apply to the Annexation Property. It is expressly agreed by the Parties that vacation or recreational vehicle parks are a conditional use for the Annexation Property.
- 02.0600.25. This section does not apply to the Annexation Property. The Parties agree that the Annexation Property shall be governed by the old land use ordinance.

- 02.0600.26. Except as expressly agreed to herein, this section does not apply to the Annexation Property.
- A. The Parties agree that the Applicant, its successor or assigns, shall submit a lighting plan as part of a site plan. Unless otherwise agreed to, no photometric analysis is required.
 - B. This sub-section applies to the Annexation Property.
 - C. This sub-section applies to the Annexation Property.
 - D. This sub-section applies to the Annexation Property only to the extent there is public property.
 - E. This sub-section applies to the Annexation Property.
 - F. This sub-section does not apply to the Annexation Property.
 - G. This sub-section does not apply to the Annexation Property.
- B. (misnumbered?) The section B on page 19 dealing with outdoor lighting fixtures does not apply to the Annexation Property.
 - C. (misnumbered?) The section C on page 19 does not apply to the Annexation Property.
 - D. (misnumbered?) The section D on page 19-20 does not apply to the Annexation Property.
 - E. (misnumbered?) The section E on page 20 applies to the Annexation Property.
 - F. (misnumbered?) The section F on page 20 applies to the Annexation Property.
 - G. (misnumbered?) The section G on page 20 applies to the Annexation Property.
 - H. (misnumbered?) The section H on page 20 applies to the Annexation Property.
 - I. (misnumbered?) The section I on page 20 applies to the Annexation Property.
 - J. (misnumbered?) The section J on page 20 does not apply to the Annexation Property.
- 02.0600.27. This section applies to the Annexation Property.
- 02.0600.28. Unless otherwise expressly agreed to herein, this section does not apply to the Annexation Property. Notwithstanding the foregoing, the Parties agree to the descriptive language in the first paragraph of this section.
- A. The Annexation Property is bound by the requirements of the old land use plan.
 - B. The Annexation Property is bound by the requirements of the old land use plan.
 - C. This sub-section does not apply to the Annexation Property.
 - D. This sub-section does not apply to the Annexation Property.
 - E. This sub-section, and the accompanying table, does not apply to the Annexation Property.
 - F. This sub-section does not apply to the Annexation Property.
 - G. This sub-section does not apply to the Annexation Property.
 - H. This sub-section does not apply to the Annexation Property.
 - I. This sub-section does not apply to the Annexation Property.
 - J. This sub-section does not apply to the Annexation Property.
 - K. This sub-section shall apply to the Annexation Property to the extent pedestrian walkways and vehicular parking and access areas are agreed upon.
 - L. This sub-section shall not apply to the Annexation Property.
 - M. This sub-section does not apply to the Annexation Property.
 - N. This sub-section applies to the Annexation Property to the extent lighting is installed.
 - O. The Parties agree that a plot plan shall be submitted showing the location and layout of parking spaces. The requirements for off street parking contained in the new land use ordinance do not apply to the Annexation Property.
 - P. This sub-section does not apply to the Annexation Property.
 - Q. This sub-section applies to any off-street parking specifically agreed to by the Parties.
 - R. This provision does not apply to the Annexation Property.

- S. This sub-section applies to any off-street parking specifically agreed to by the Parties.
- T. This sub-section does not apply to the Annexation Property.
- U. This sub-section applies to any off-street parking specifically agreed to by the Parties.
- V. This sub-section does not apply to the C-1 zone.
- W. This sub-section does not apply to the Annexation Property.
- X. This sub-section applies to any off-street parking specifically agreed to by the Parties.
- Y. This sub-section does not apply to the Annexation Property.
- Z. This sub-section applies to any off-street parking specifically agreed to by the Parties.
- AA. This sub-section does not apply to the Annexation Property.
- BB. This sub-section and accompanying table does not apply to the Annexation Property.
- CC. This sub-section does not apply to the Annexation Property.
- DD. This sub-section applies to any off-street parking specifically agreed to by the Parties.
- EE. This sub-section applies to any off-street parking specifically agreed to by the Parties.
- FF. This sub-section does not apply to the Annexation Property.
- GG. This sub-section does not apply to the Annexation Property.
- HH. This sub-section and accompanying table does not apply to the Annexation Property.
- II. This sub-section applies to the Annexation Property.
- JJ. This sub-section does not apply to the Annexation Property.
- KK. This sub-section does not apply to the Annexation Property.

02.0600.29. To the extent that this new section of the land use ordinance imposes additional requirements on an applicant for a conditional use permit, those requirements do not apply to the Annexation Property. The Annexation Property shall be governed by the processes and requirements of the Town code that existed at the time the Annexation petition was filed.

02.0600.30. The Parties agree that this section regarding home occupations shall apply to the Annexation Property, if home occupational conditional use permits are requested by any resident of any dwelling constructed on the Annexation Property.

02.0600.31. This section does not apply to the Annexation Property.

02.0600.32. This section does not apply to the Annexation Property.

02.0600.33. This section applies to the Annexation Property.

02.0600.34. This section does not apply to the Annexation Property. Private streets are allowed.

02.0600.35. This section does not apply to the Annexation Property.

02.0600.36. This section applies to the Annexation Property.

02.0600.37. This section applies to the Annexation Property.

02.0600.38. This section applies to the Annexation Property.

02.0600.39. This section applies to the Annexation Property.

02.0600.40. This section applies to the Annexation Property. The Parties do not believe that there are any Flag Lots in the Annexation Property, but do not deny the applicability of this section if any exist.

02.0600.41. Building heights in excess of 35' are expressly included as a conditional use on the Annexation Property.

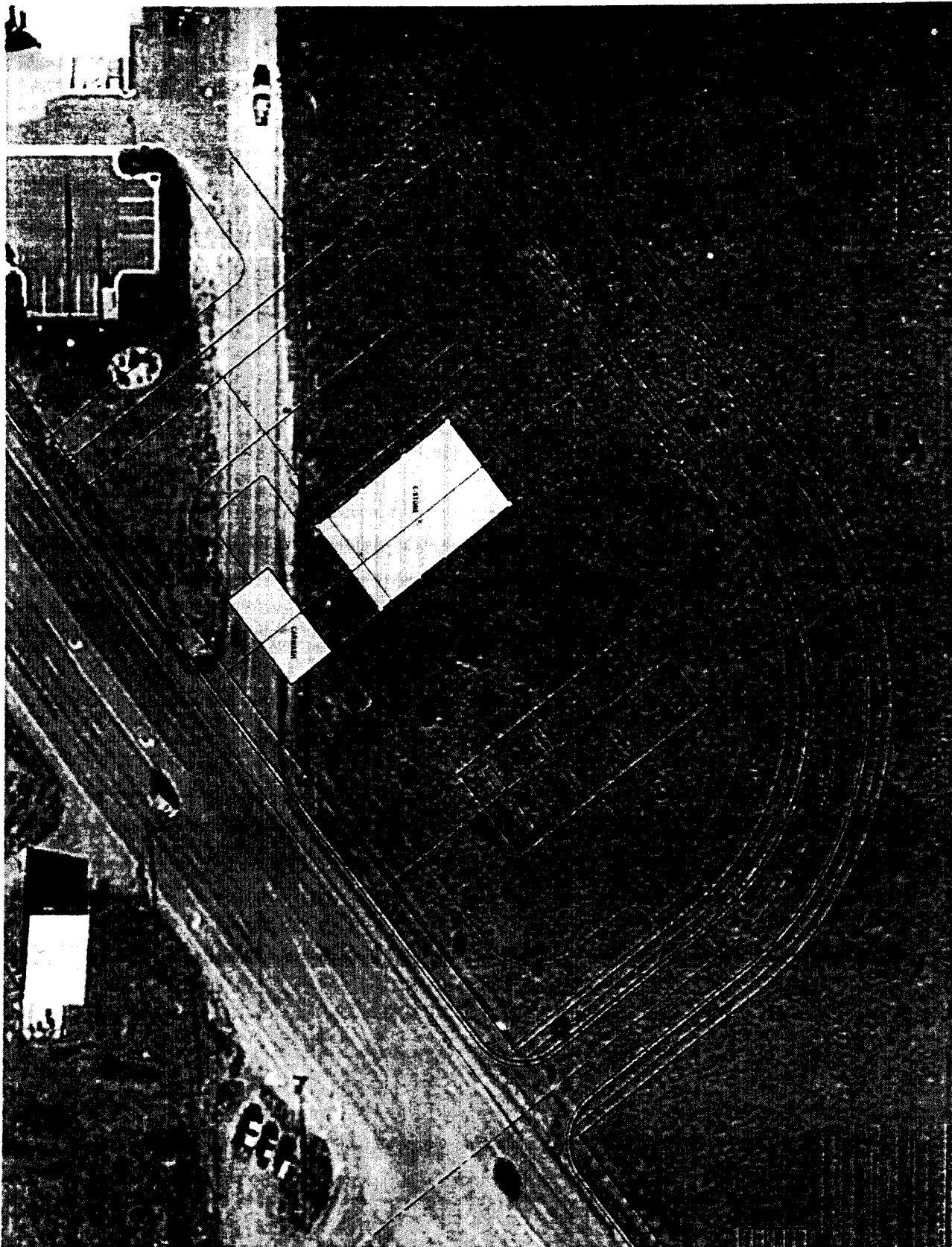
02.0600.42. This section applies to the Annexation Property.

02.0600.43. This section does not apply to the Annexation Property. The Parties may agree to berms or landscaping, but they are not a requirement.

Any requirement imposed by the new land use code, or other ordinance adopted by the Town after the Annexation petition was filed and before the date of this Agreement, which is not expressly agreed to herein, does not apply to the Annexation Property. All other Town ordinances and codes in effect at the time the Annexation petition was filed shall apply, except to the extent they are modified or are contrary to the terms and intent of this Agreement.

EXHIBIT "C"

3000 South Relocation Illustration



CONCEPT PLAN

SARATOGA SPRINGS HOLIDAY OIL

TALONS COVE & FAIRWAY
SARATOGA SPRINGS, UTAH

ENSIGN
THE STANDARD IN CONCEPT PLANS

DALE T. ADAMS CITY
200 S. HIGHLAND AVENUE
SALT LAKE CITY, UT 84143
Phone: 313.228.8282
Fax: 313.228.8283

LANTYON
1000 S. 1000 WEST
SALT LAKE CITY, UT 84143
Phone: 313.228.8282
Fax: 313.228.8283

TOSBELE
1000 S. 1000 WEST
SALT LAKE CITY, UT 84143
Phone: 313.228.8282
Fax: 313.228.8283

WWW.ASAPDESIGN.COM

DATE: 10/1/08
PROJECT: SARATOGA SPRINGS HOLIDAY OIL
DRAWN BY: J. LANTYON
CHECKED BY: J. LANTYON
SCALE: AS SHOWN

SITE SUMMARY TABLE

NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENTAGE
1	PARKING	10,000	100%
2	LANDSCAPE	500	5%
3	UTILITIES	100	1%
4	WALKWAYS	100	1%
5	DRIVEWAYS	100	1%
6	OTHER	100	1%
TOTAL		10,800	100%

CONCEPT PLAN SCALE

1" = 20'

C 110

Exhibit B: 3000 South Preferred Design

