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 ANDREA ALLEN
 UTAH COUNTY RECORDER
 2023 Aug 29 02:22 PM FEE 40.00 BY TR
 RECORDED FOR UTAH AUTISM ACADEMY

DEVELOPMENT AGREEMENT

This Agreement is entered into this 16th day of August, 2023, by and between Utah Autism Academy, A Utah non-profit corporation in good standing, located at 1875 S Geneva Rd, Orem, Utah, 84058, hereinafter referred to as the "**Academy**", and Al Switzler, owner of land located approximately 1890 South Geneva Rd., Orem, Utah, hereinafter referred to as the "**Switzler**." Academy and Switzler are hereinafter referred to collectively as the "**Parties**," or individually as a "**Party**."

RECITALS:

WHEREAS, Academy desires to create *Farm Haven Cottages* and, in order to meet safety concerns, the road will be constructed to meet Geneva Road at a right angle.

WHEREAS, Academy desires the use of approximately 960 square feet of Switzler property, located at approximately 1890 South Geneva Road, Orem, Utah, tax ID # 19:036:0088, to construct the road.

WHEREAS, Academy agrees to locate a field fence along the edge of the roadway adjacent to the Switzler property and to give Switzler full access to his property along that roadway.

WHEREAS, this agreement is subject to the approval of *Farm Haven Cottages* by the Orem City Planning Commission and City Council.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the representations and actions of the parties hereto and other consideration, the sufficiency and adequacy of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **RESPONSIBILITIES.**

All responsibilities, rights, obligations, and privileges of the Parties shall be as stated herein.

2. **PROJECT.**

The "**Project**" is a housing project specially designed for persons with autism called *Farm Haven Cottages*. In order to complete the public street to access the academy, a triangle of land of approximately 960 square feet is needed. A drawing of the public road showing the triangle of land is hereby incorporated by reference and become terms and conditions of this Agreement and is attached hereto as Exhibit A. The Property descriptions of the Academy and Switzler property to be used are attached hereto as Exhibit B.

3. **SWITZLER'S RESPONSIBILITY.**

Switzler shall allow the square footage shown in Exhibit "A" to be used/dedicated to complete the public street only in the event that the Project is finally approved by Orem City. Such approval is a condition precedent to the enforceability of this agreement and Switzler shall have no responsibility towards obtaining said approval.

4. **ACADEMY'S RESPONSIBILITY.**

4.1. Academy is responsible to obtain final approval of *Farm Haven Cottages* by Orem City.

4.2. In addition, Academy shall construct the public road to *Farm Haven Cottages*, including an area of approximately 950 square feet located on Switzler property, tax ID: 19:036:0088, as shown on Exhibit "A" above, entirely at its own expense and allow Switzler complete access to said road.

4.3. Academy shall also locate a field fence along the edge of said roadway adjacent to the Switzler property and to give Switzler full access to his property along that roadway.

5. **IMPROVEMENTS.**

Plans. The plans for the public road will be prepared and installed entirely by Academy according to all applicable laws and regulations.

6. **CONSTRUCTION.**

6.1. **Responsibility.** Academy shall be responsible for providing all construction financing and shall be responsible for performing the actual construction of the public road necessary for the Project and for the payment of all construction costs.

6.2. **Permits.** Before commencement of the construction or development of the public road, Academy shall (at its own expense) secure, or cause to be secured, any and all permits required. Switzler may provide reasonable assistance to Academy, if necessary, in securing those permits.

7. **DEFAULT.**

The failure of any Party to perform any of its obligations under this Agreement within the time periods specified herein or in the Project Plans, or if none is specified, within a commercially reasonable period of time, if such failure continues for thirty (30) days after written notice from the other Party, shall constitute an "Event of Default". If an Event of Default cannot reasonably be cured within such 30-day period, the defaulting Party shall have such additional time as is reasonably necessary to cure the Event of Default so long as the defaulting Party commences the cure within such thirty (30)-day period and thereafter diligently pursues such cure to completion. Any lender involved in the project shall also be allowed notice of any default and be allowed a reasonable time to protect its interest by curing any default.

8. REMEDIES.

8.1. Upon the occurrence of an Event of Default by Academy, which is not cured within the time period specified in Section 7 above, Switzler, as its sole remedy, shall have the right to recover from Academy all Costs incurred by Switzler in enforcing the terms of this Agreement.

8.2. Upon the occurrence of an Event of Default by the Switzler, which is not cured within the time period specified in Section 7 above, the Academy, as its sole remedy, shall have the right to fulfill and complete the performance required of Switzler as specified in Section 3 of this Agreement, and to recover from Switzler all costs incurred by the Academy in curing such Event of Default, limited to the amounts to be reimbursed by this Agreement.

9. COVENANTS TO RUN WITH LAND

The parties agree that the covenants made in this agreement will run with the land and be binding on successors or assigns of the parties. Either party may record a notice with the Utah County Recorder referring to the obligations of the parties to this contract, together with contact information about how to obtain a copy of the contract.

10. No Joint Venture, Partnership or Third Party Rights.

This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto, nor any rights or benefits to third parties.

11. INDEMNIFICATION.

11.1. Academy agrees and covenants to hold Switzler harmless, and to indemnify and defend it and its officers, employees, and agents from and against any and all claims for loss, damage, or injury, including death, sustained by any person and damage or injury to property and for all expenses, including reasonable attorney's fees incurred or thereby arising from the performance of Academy's principals, staff agents, contractors or employees under the provisions of this Agreement.

11.2. Switzler agrees and covenants to hold Academy harmless, and to indemnify and defend it and its officers or agents from and against any and all claims for loss, damage, or injury, including death, sustained by any person and damage or injury to property and for all expenses, including reasonable attorney's fees incurred or thereby arising, from the performance of Switzler's principals, staff, agents, contractors or employees under the provisions of this Agreement.

12. INTEGRATED DOCUMENT.

This Agreement embodies the entire agreement between the Parties for the scope of services and their terms and conditions. No verbal agreements or conversation with Switzler prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement

13. AMENDMENTS.

This Agreement may be amended only by written agreement of the Parties.

14. SEVERABILITY OF PROVISIONS.

If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the intent of the Parties.

15. SUCCESSORS.

This Agreement shall inure to the benefit of and be binding upon each of the Parties and their respective successors and assigns. The term "Academy" shall apply to and include persons who purchase or contract to purchase Academy's interests and assume Academy's obligations with respect to said Parcel or Parcels hereunder.

16. WAIVERS.

No waiver by any Party of any breach or default by any other Party in the performance by such Party of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any breach or default in the performance by such Party of any other obligations under this Agreement. Failure of any Party to notify any other Party hereto of a default on the part of said other Party, shall not constitute a waiver by such failing Party of the rights of such failing Party under this Agreement.

17. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the law of the State of Utah. If any provisions of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

18. NOTICES.

Each notice associated with this Agreement shall be in writing and shall be deemed to have been properly given if served by personal service or by deposit of such with the United States Postal Service, or any successor thereto, and said deposit having been designated as certified mail with return receipt requested, and bearing adequate postage and addressed as hereafter provided. Each notice shall be deemed to have been received upon the execution of a sworn affidavit of the personal server or the execution of a United States Postal Service return receipt.

The Parties shall have the right to change address(es), and shall within 10 days of any such address(es) change, provide written notice of such change to other Parties hereto. Notice to the Parties shall be addressed as follows:

The Utah Autism Academy:

Attn: Jason R. Nelson
1875 S. Geneva Rd
Orem, Utah 84058

Al Switzler:
[address]

19. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall comprise but a single instrument.

20. CONSTRUCTION.

No rule of strict construction shall be applied against any Party.

21. COOPERATION.

The Parties shall cooperate together, take such additional actions, sign such additional documentation and provide such additional information as reasonably necessary to accomplish the objectives set forth herein.

22. EXHIBITS.

All Exhibits attached hereto are incorporated herein by reference.

23. KNOWLEDGE.

The Parties have read this document and have executed it voluntarily after having been appraised of all relevant information and risks and having had the opportunity to obtain legal counsel of their choice.

24. SUPREMACY.

In the event of any conflict between the terms of this Agreement and those of any document referred to herein, this document shall govern.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.



AL SWITZLER

STATE OF UTAH)

:SS

COUNTY OF UTAH)

On this 16 day of August, 2023, before me, a notary public, personally appeared, Al Switzler, personally known or proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same. Witness my hand and official seal.

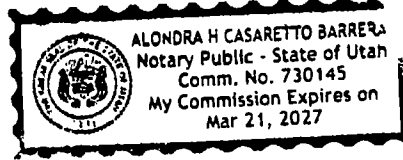
[Handwritten Signature]

Notary Public

Residing at: 6999 S Zandi Dr., Midvale, UT 84047

My Commission Expires:

March 21, 2027



UTAH AUTISM ACADEMY

[Handwritten Signature]

By Jason R. Nelson

Its:

STATE OF UTAH)

: ss.

COUNTY OF UTAH)

On this 14th day of August, 2023, personally appeared before me Jason R. Nelson who, being by me duly sworn, did say that he is the CFO of Utah Autism Academy, a Utah non-profit corporation, and the foregoing Development Agreement was signed on behalf of said corporation, by authority of its Bylaws, executed the same and that the information therein is true and correct.

[Handwritten Signature]

NOTARY PUBLIC

Residing at: 825 N. 900 W Orem, UT 84057

My Commission Expires: 10/31/2026



Exhibit A

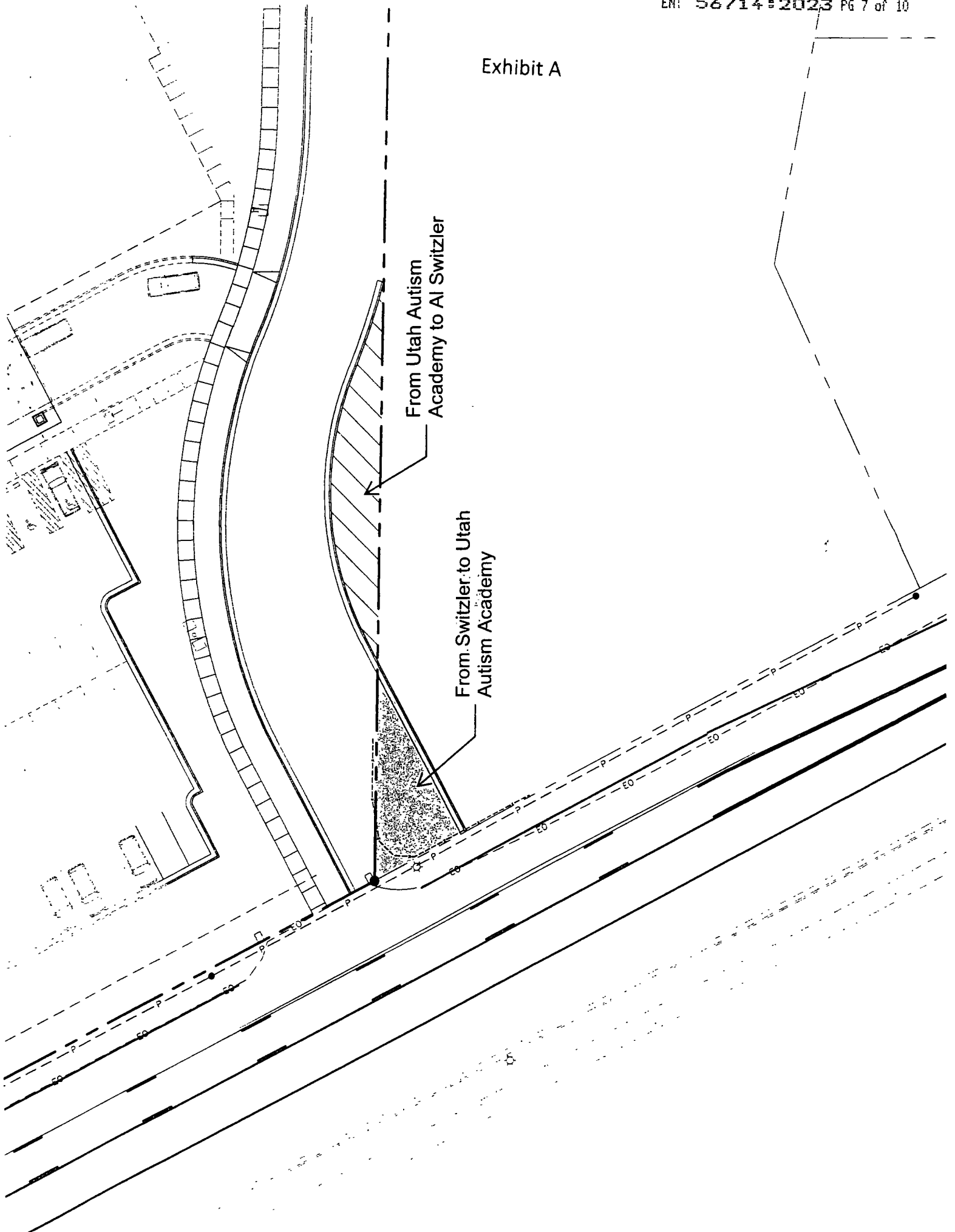


Exhibit B

**UTAH AUTISM ACADEMY
PROPERTY DESCRIPTIONS
OREM, UTAH
7-20-2023**

CURRENT UTAH AUTISM ACADEMY PROPERTY

Commencing at a point located North 89°31'44" West along the Section line 961.30 feet and North 637.14 feet from the Southeast corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 27°49'58" West along the east line of Geneva Road 392.40 feet more or less to the Southwest corner of Plat "A", Cherry Hill Farm Subdivision; thence along said Subdivision as follows: South 89°04'45" East 234.57 feet, South 89°28'48" East 497.66 feet, South 89°59'49" East 568.06 feet; thence South 89°46'30" East 0.76 feet; thence South 00°51'12" East 351.26 feet; thence North 89°21'37" West 1123.10 feet to the point of beginning.

Area = 419,392 sq.ft. or 9.63 Acres

PROPERTY FROM AL SWITZLER TO UTAH AUTISM ACADEMY

Commencing at a point located North 89°31'44" West along the Section line 961.30 feet and North 637.14 feet from the Southeast corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°21'37" East 67.48 feet; thence South 61°58'15" West 59.32 feet more or less to the east line of Geneva Road; thence North 27°49'58" West along the east line of Geneva Road 32.37 feet to the point of beginning.

Area = 960 sq.ft.

NEW TOTAL UTAH AUTISM ACADEMY PROPERTY

Commencing at a point located North 89°31'44" West along the Section line 946.19 feet and North 608.68 feet from the Southeast corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 27°49'58" West along the east line of Geneva Road 424.77 feet more or less to the Southwest corner of Plat "A", Cherry Hill Farm Subdivision; thence along said Subdivision as follows: South 89°04'45" East 234.57 feet, South 89°28'48" East 497.66 feet, South 89°59'49" East 568.06 feet; thence South 89°46'30" East 0.76 feet; thence South 00°51'12" East 351.26 feet; thence North 89°21'37" West 1055.55 feet; thence South 61°58'15" West 59.32 feet to the point of beginning.

Area = 420,352 sq.ft. or 9.65 Acres

CURRENT AL SWITZLER PROPERTY

Commencing at a point North 475.52 feet and West 871.76 feet from the Southeast corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 27°49'58" West along the east line of Geneva Road 191.71 feet; thence South 89°21'37" East 1122.71 feet; thence South 00°51'12" East 104.85 feet; thence along a fence line the following four (4) courses: South 88°39'16" West 639.96 feet, South 88°10'45" West 207.88 feet, North 80°16'07" West 88.95 feet, South 65°23'24" West 109.40 feet to the point of beginning.

Area = 134,670 sq.ft. or 3.09 Acres

NEW AL SWITZLER PROPERTY

Commencing at a point North 475.52 feet and West 871.76 feet from the Southeast corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian: thence North 27°49'58" West along the east line of Geneva Road 159.33 feet; thence North 61°58'15" East 59.32 feet; thence South 89°21'37" East 1055.23 feet; thence South 00°51'12" East 104.85 feet; thence along a fence line the following four (4) courses: South 88°39'16" West 639.96 feet, South 88°10'45" West 207.88 feet, North 80°16'07" West 88.95 feet, South 65°23'24" West 109.40 feet to the point of beginning.

Area = 133,710 sq.ft. or 3.09 Acres.

UTAH AUTISM ACADEMY
PROPERTY DESCRIPTION
OREM, UTAH
AUGUST 9, 2023

PROPERTY DESCRIPTION (PROPERTY FROM UTAH AUTISM ACADEMY TO AL SWITZLER)

Commencing at a point located North $00^{\circ}43'30''$ West along the Section line 643.05 feet and West 769.39 feet from the Southeast corner of 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North $89^{\circ}21'37''$ West 116.26 feet; thence North $61^{\circ}58'15''$ East 6.98 feet; thence along the arc of a 98.00 foot radius curve to the right 86.32 feet (chord bears North $87^{\circ}12'15''$ East 83.56 feet); thence along the arc of a 214.00 foot radius reverse curve to the left 28.05 feet (chord bears South $72^{\circ}00'24''$ East 28.03 feet) to the point of beginning.

AREA=1,125 sq. ft. or 0.026 acres