

PARK PLACE SUITES DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (“Agreement”) effective as of the date the last Party signs below (“Effective Date”) by and among Lehi City, a political subdivision of the State of Utah (“City”) and Park Place Suites LLC whose principal place of business is located at 2364 North 1450 East in Lehi (“Developer”). The City and the Developer are hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. City, acting pursuant to its authority under Municipal Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, -803, as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations of Lehi City, in the exercise of its legislative discretion, has elected to approve and enter into this Agreement.

B. Developer has a legal interest in certain real property, as described in Exhibit A attached hereto (Exhibit “A”).

C. On March 1, 2022, the City Council approved subject to this Development Agreement the Park Place Suites General Plan Amendment to Mixed-Use (MU) and directed staff to work on this Agreement to define the permitted residential density and other considerations in accordance with the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

1.1 Use Approval. The City agrees, and this Agreement confirms, that six residential units organized as vertical mixed-use other words, the Approved Use, shall be a permitted use on the property described herein on Exhibit “A” as of the Effective Date of this Agreement, subject to the terms of this Agreement.

ARTICLE 2

2.1 Developer agrees to the following:

2.1.1 The residential use shall not exceed six units.

2.1.2 Developer will provide at a minimum two parking stalls per residential unit.

2.2 Condition Precedent. As a condition precedent to the obligations of the Parties hereunder, this General Plan Amendment is contingent upon and shall only become effective at



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ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Aug 09 3:52 pm FEE 0.00 BY MC
RECORDED FOR LEHI CITY

such time, and in the event that, the City Council, in the independent exercise of its legislative discretion, elects to approve this Development Agreement.

2.3 Covenant Running with the Land. This Agreement constitutes a covenant running with the land and shall be recorded against the property.

ARTICLE 3

3.1 Breach and Cure. Any material failure by any Party to perform any term or provision of this Agreement, which breach continues uncured for a period of ten (10) days following written notice of such failure from the non-defaulting Party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged breach and, where appropriate, the manner in which said breach satisfactorily may be cured. If the nature of the alleged breach is such that it cannot reasonably be cured within such 10-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 10-day period. Upon the occurrence of an uncured breach or default under this Agreement as described above, the non-defaulting party may terminate this Agreement by written notice to the breaching party, and the non-defaulting Party may pursue any and all available legal or equitable remedies.

ARTICLE 4

4.1 Indemnification. Developer agrees to indemnify, hold harmless and defend the City from and against any and all loss, damage, or expense which the City may suffer or for which the City may be held liable by reason of any injury (including death) or damage to any property to the extent arising out of the Developer's breach of this Agreement. This indemnity provision shall not apply to claims arising from or attributable to the negligence or intentional conduct of the City.

4.2 No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and between the Parties that this Agreement does not create any form of agency relationship, joint venture, or partnership expressed or implied between them.

4.3 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

4.4 Other Necessary Acts. Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

4.5 Construction/Interpretation. The Parties acknowledge that each has had the opportunity to have this Agreement reviewed and revised by legal counsel and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

4.6 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive.

4.7 Waiver. No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach, except as outlined in Article 4.1 above.

4.8 Utah Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

4.9 Covenant of Good Faith and Fair Dealing. Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement to ensure that the rights secured by the other Parties through this Agreement can be enjoyed.

4.10 Representations. Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing warranting Party;

(a) Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.

(b) Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent.

(c) This Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

4.11 No Third-Party Beneficiaries. This Agreement is between the City and the Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

4.12 Force Majeure. No liability or breach of this Agreement shall result from delay in performance or nonperformance caused, directly or indirectly, by circumstances beyond the reasonable control of the Party affected (“Force Majeure”), including, but not limited to, fire, extreme weather, terrorism, explosion, flood, war, power interruptions, pandemics and related governmental restrictions or actions, the act of other governmental bodies, accident, labor trouble or the shortage or inability to obtain material, service, personnel, equipment or transportation, failure of performance by a common carrier, failure of performance by a public utility, or vandalism.

4.13 Notices.

Any notice or communication required hereunder between the parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If

given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the City:

The Honorable Mayor Mark Johnson
Lehi City
153 North 100 East
Lehi, UT 84043

With Copies to:

Ryan Wood
Lehi City Attorney
153 North 100 East
Lehi, UT 84043

If to Developer:

Park Place Suites LLC
Attn: Laura Hales
2364 N 1450 E
Lehi, UT 84043

4.14 Entire Agreement, Counterparts and Exhibits. Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer. This Agreement may only be modified as mutually agreed by both Parties in a writing signed by appropriate authorities of City and Developer.

4.15 Non-Assignability; Agreement to Run with the Land. This Agreement shall not be assignable by Developer except upon the express written consent of the City in its sole discretion; provided however, that Developer may fully assign this Agreement to its corporate parent, a corporate affiliate or a subsidiary. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, this Agreement shall be recorded against the property described on Exhibit "A" and shall be deemed to run with the land and shall be binding on and inure to the benefit of the City and all successors and assigns of Developer in the ownership or development of any portion of such property. To avoid any doubt, all future owners of the property described on Exhibit "A" shall be permitted to develop and use the same for the Approved Use as permitted under this Agreement, unless the Approved Use has been terminated as provided in Sections 2.1.4, 2.1.5 or 3.1 of this Agreement.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, this Agreement has been entered into by and between City, and Developer as of the Effective Date.



ATTEST:

Teisha Wilson

Teisha Wilson
City Recorder

LEHI CITY CORPORATION

Mark Johnson

By: Mark Johnson
Its: Mayor

PARK PLACE SUITES LLC.

Laura Hales

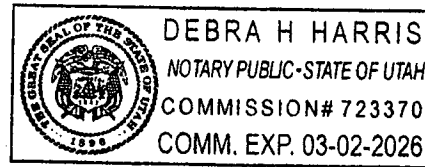
By: *Laura Hales*
Its: *owner*

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

On this 20 day of July, 2022 before me, Debra H Harris a notary public, personally appeared before me Laura Ann Hales, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the manager of Park Place Suites LLC and that said document was signed by him in behalf of said Company by Authority of its operating agreement, or member or manager consent, and said Laura Ann Hales acknowledged to me that said Company executed the same.

Witness my hand and official seal.

Debra H Harris
Notary Public



(notary seal)

Exhibit "A"

Property Legal Description

COM N 0 DEG 10' 1" E 41.97 FT & E 44.55 FT FR SW COR. SEC. 32, T4S, R1E, SLB&M.; N 0 DEG 0' 20" E 164.95 FT; E 58.19 FT; ALONG A CURVE TO R (CHORD BEARS: S 34 DEG 11' 33" E 223.19 FT, RADIUS = 2732.78 FT); S 89 DEG 44' 0" W 162.48 FT; N 20.42 FT; W 21.15 FT TO BEG. AREA 0.512 AC.