

City Manager
Matt Andrews

Assistant City Manager
Brody Flint

City Recorder
Brittany Fowers



Mayor
Robert Dandoy

Council Members
Ann Jackson
Bryon Saxton
Diane Wilson
Randy Scadden
Sophie Paul

ROY CITY COUNCIL MEETING AGENDA
NOVEMBER 18, 2025 – 5:30 P.M.
ROY CITY COUNCIL CHAMBERS 5051 S 1900 W ROY, UTAH 84067
This meeting will be streamed live on the Roy City YouTube channel.

- A. Welcome & Roll Call**
- B. Moment of Silence**
- C. Pledge of Allegiance**

D. Consent Items

- 1. September 16, 2025, and October 7, 2025, City Council Meeting Minutes
- 2. Surplus Vehicles – see attached list
- 3. September 2025 Financial Statement

E. Public Comments – 4 minutes

If you are unable to attend in person and would like to make a comment during this portion of our meeting on ANY topic you will need to email admin@royutah.org ahead of time for your comments to be shared. This is an opportunity to address the Council regarding concerns or ideas on any topic. To help allow everyone attending this meeting to voice their concerns or ideas, please consider limiting the time you take. We welcome all input and recognize some topics take a little more time than others. If you feel your message is complicated and requires more time to explain, then please email council@royutah.gov

F. Presentation Item

- 1. Water Usage and Preservation Element of the General Plan

G. Action Item

Approval of the 2025 General Election Canvass

- 1. **Proclamation No. 2025-1** Honoring the Impact of 100 Years of PTA Service by Proclaiming October as PTA Month in the City of Roy
- 2. **Consideration of Resolution 25-27;** A Resolution of the Roy City Council Establishing 2026 City Council Meeting Dates
- 3. **Consideration of Ordinance 25-16;** An Ordinance of Roy City Council Approving a Development Agreement for a Residential Development within the Station Area Plan Located at Approximately 2400 West 4000 South; and Providing for an Effective Date.
 - 3a. Discussion on A Resolution of the Roy City Council Authorizing Exchange of Certain Real Property as Consistent with State Law and Policy and Authorizing the Execution of a Real Estate Exchange and Purchase Agreement to Exchange Certain Real Property; and Providing an Effective Date.
- 4. **Consideration of Ordinance 25-17;** An Ordinance of Roy City Council Approving a Development Agreement for a Mixed-Use Development Located at Approximately 2718 West 4000 South; and Providing for an Effective Date.
 - 4a. Discussion on A Resolution of the Roy City Council Authorizing Exchange of Certain Real Property as Consistent with State Law and Policy and Authorizing the Execution of a Real Estate Exchange and Purchase Agreement to Exchange Certain Real Property; and Providing an Effective Date.



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H. Discussion Item

1. Single-family residential chicken allowance – Councilmember Wilson
2. Off-street parking – Councilmember Wilson

I. City Manager & Council Report

J. Adjournment

In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for these meetings should contact the Administration Department at (801) 774-1020 or by email: admin@royutah.gov at least 48 hours in advance of the meeting.

Pursuant to Section 52-4-7.8 (1)(e) and (3)(B)(ii) "Electronic Meetings" of the Open and Public Meetings Law, Any Councilmember may participate in the meeting via teleconference, and such electronic means will provide the public body the ability to communicate via the teleconference.

Certificate of Posting

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted in a public place within the Roy City limits on this 14th day of November 2025. A copy was also posted on the Roy City Website and Utah Public Notice Website on this 14th day of November 2025.

Visit the Roy City Web Site @ www.royutah.gov
Roy City Council Agenda Information – (801) 774-1020

Brittany Fowers
City Recorder





ROY CITY
Roy City Council Meeting Minutes
September 16, 2025– 5:30 p.m.
Roy City Council
5051 S 1900 W Roy, UT 84067

Minutes of the Roy City Council Meeting held in person in the Roy City Council Chambers and streamed on YouTube on September 16, 2025, at 5:30 p.m.

Notice of the meeting was provided to the Utah Public Notice Website at least 24 hours in advance. A copy of the agenda was also posted on the Roy City website.

The following members were in attendance:

Mayor Dandoy
Councilmember Paul
Councilmember Saxton
Councilmember Scadden
Councilmember Wilson
Councilmember Jackson

City Manager, Matt Andrews
City Recorder, Brittany Fowers
City Attorney, Matt Wilson

Excused:

Also present were: Management Services Director, Amber Kelley; Police Captain, Armando Perez; Fire Chief, Theron Williams; Public Works Director, Brandon Edwards; Parks and Recreation Director, Michelle Howard; CED Director, Brody Flint; Gary Holley, Kevin Homer, Glenda Moore, Ty Chaston, Michael Ghan, Jason Sphar, Braden Reed, Nathan Alvey, Trish Hegland, Julie Little, Cindy Whinham, Tami Davis, James Ebert, Angie Pitt, Anna Graff, Joshua Rice, Janel Hulbert, Nancy Inman, Anthony Dick, Jeremy Thompson, Garet Chaston, Victor Chaston.

A. Welcome & Roll Call

Mayor Dandoy welcomed those in attendance and noted Councilmembers Jackson, Saxton, Paul, Wilson and Scadden were present.

B. Moment of Silence

Councilmember Wilson invited the audience to observe a moment of silence.

C. Pledge of Allegiance

Councilmember Wilson led the audience to recite the Pledge of Allegiance.

D. Public Comments – 4 minutes

Mayor Dandoy opened the floor for public comments.

Steve Harris, 2900 W 4300 S, asked about a flyer he had received from City Council. He asked why news from June and July was included in the newsletter instead of current issues. Mr. Harris also asked for clarification about the property tax increase, which was addressed on the flyer. He noted there were several items in the flyer that he was confused about and asked how he could get clarification about those items. Mayor Dandoy referred Mr. Harris to the City Manager.

Kevin Homer, 5398 S 4000 W, brought up item H-2 on the agenda for the evening and expressed his

support of term limits. Mr. Homer encouraged the Councilmembers to consider the item carefully and urged them to approve term limits. He also discussed the importance of retaining City employees and asked for clarification about if there were term limits for City Staff.

Ty Chaston, 3751 W 5575 S, agreed with Mr. Homer about term limits. He discussed the reasons that term limits were important.

Mayor Dandoy explained that there were appointed positions in City government, such as the Planning Commission and Arts Council members, and said the term limits would apply for those positions.

Mayor Dandoy closed the floor for public comment.

E. Consent Items

1. June and July 2025 Financial Statements.
2. Surplus Vehicles – see attached list.

Mayor Dandoy asked about lawn mowers. Parks and Recreation Director Howard explained that the cost of repairs for the mowers was exceeding the value of the mowers themselves, so they had been replaced. Parks and Recreation Director Howard added they had sold some equipment that they no longer had use for.

Mayor Dandoy also asked about generators. Public Works Director Edwards replied that they had recently replaced a generator since the old one was becoming obsolete and noted it was important to have a functional backup source of power.

3. July 15, 2025, Roy City Council Meeting Minutes, August 5, 2025, Roy City Council Meeting Minutes, August 5, 2025, Roy City Council Work Session Minutes, August 19, 2025, Roy City Council Meeting Minutes, and August 26, 2025, Roy City Council Meeting Minutes.
4. Appointment of Alternate Planning Commissioners Anna Graff and Braden Reed.

The Councilmembers welcomed the new Commissioners. Mayor Dandoy spoke about how important the work of the Planning Commission was for the City and thanked the new Commissioners accepting the position.

Councilmember Jackson motioned to approve the consent items as listed with adjustments to the meeting minutes as suggested by Councilmember Wilson. Councilmember Paul second the motion, all present members voted “Aye” and the motion carried.

F. Presentation Items

1. Boys and Girls Clubs of Weber-Davis

James Ebert began by thanking Roy City for their ongoing support and specifically for their help in updating their facility. Mr. Ebert reported that the renovations to the facility would allow them to increase their capacity. He shared images of their site plan and indicated where new classrooms, labs, and art rooms would be added. He also noted they planned to redo their ceiling to give the facility an updated feel. He

discussed their plans for services that they would add once the building was renovated, such as tutoring. He explained the concept of the classrooms was to have both hard and soft seating areas available in order to cater to multiple learning styles. He stressed that it was important for the kids to have an environment that was conducive to their learning. He thanked the Council again and asked for questions.

Mr. Ebert explained the renovations would be done in phases so the students were minimally interrupted. He also confirmed that the project was not taxpayer-funded.

Mayor Dandoy spoke about how much Boys and Girls Club brought to the community.

2. Open and Public Meetings Act Training – City Attorney Matt Wilson

City Attorney Wilson overviewed the Open and Public Meetings Act (OPMA) and explained its purpose. He detailed the scenarios in which the act applied and listed the criteria for closed meetings. He explained that any items passed during a meeting that violated the act could be voided and added there were legal penalties for violators of the act. He listed some common violations.

Mayor Dandoy reminded the Councilmembers to be discerning about what they discussed at public events, since talking about certain items could constitute a violation of OPMA.

G. Action Items

1. **Consideration of Resolution 25-25; A Resolution of the Roy City Council Adopting the Weber County, Utah Pre-Disaster Mitigation Plan 2024.**

Councilmember Scadden provided a summary of the plan and some funding mechanisms. He offered a history of the plan and explained it was based upon a large amount of data on hazard analysis by Wasatch Civil. He clarified this plan was a pre-disaster plan that would ensure their infrastructure was resilient in the event of an emergency. Councilmember Scadden discussed the plan addressed infrastructural things like storm drains and sewers, but there was no specific timeline or order in which certain projects needed to be completed. He explained the purpose of this was to help the City and also make them eligible for federal funding.

Councilmember Saxton read the definition of hazard mitigation and commented that the document made him feel better about living in Roy City. He said that the document was comprehensive and expressed his support of the document.

The Councilmembers and Mayor Dandoy agreed this plan was very important and thanked the Police Chief and Staff for their work in compiling the document.

Councilmember Scadden motioned to approve Resolution 25-25; A Resolution of the Roy City Council Adopting the Weber County, Utah Pre-Disaster Mitigation Plan 2024. Councilmember Saxton seconded the motion, a roll call vote was taken, all present Councilmembers voted “Aye” and the motion passed.

2. **Consideration of Ordinance 25-15; Consider a request to amend the Zoning Map from R-4 (Multi-Family Residential) to R-5 (Multi-Family Residential).**

Nathan Alvey introduced himself as the applicant and provided an aerial overview of the property in question. He indicated what buildings surrounded the property and noted there was a mix of commercial and resident space next to the space. He said that the land was currently zoned R-4. He explained his original vision for the land had been a townhome development, although complications from COVID-19 had sidelined the project. Mr. Alvey said that since that original plan, he had acquired some of the

surrounding parcels, which gave him more space to build townhomes. He said his new plan was to build 22 new townhomes rather than the original plan of 12 units. He explained that he needed approval to change the zone, since the current zone did not permit that many townhomes. He emphasized that the plan for the development was the same; only the number of units had changed.

Councilmember Saxton asked about the difference between the R-4 and R-5 zone. Mr. Alvey said that R-4 required 3,630 square feet per unit and R-5 required 2,178 square feet per unit. Mr. Alvey also explained how emergency access would work and confirmed he had worked with UDOT.

CED Director Flint explained the history of this item. He noted that although this change could be accomplished by an MDA, the zone change was the better option. He explained that the Council had started discussions about changes to the R-4 and R-5 zones after Mr. Alvey had submitted his original proposal, and Mr. Alvey had adapted his plan in response to the zone changes.

Councilmember Paul motioned to approve Ordinance 25-15; Consider a request to amend the Zoning Map from R-4 (Multi-Family Residential) to R-5 (Multi-Family Residential). Councilmember Jackson seconded the motion, a roll call vote was taken, all present Councilmembers voted “Aye” and the motion passed.

H. Discussion Item

1. Roy City Purchase Policy Adjustments – Mayor Dandoy

Mayor Dandoy explained there were opportunities to bring their current purchasing policy into compliance with State Code. Councilmember Scadden asked why this policy had never been flagged in an audit. City Attorney Wilson explained that an audit did not look for State Code violations.

Mayor Dandoy explained that City employees who had other businesses could provide their services for the City, as long as they disclosed their affiliation with the City in a public meeting. Mayor Dandoy said this was under their ethics code, not their contracting code, and said ethics code items came under the purview of the Council. He discussed they needed to strengthen their purchasing policy in order to make their Code more transparent and stressed that he was not opposed to City employees doing business with the City; they just needed to ensure that there was transparency when they did so.

Councilmember Wilson asked if they could connect their Code to the State Code, so that they did not have to make updates every time the State Code changed. City Attorney Wilson explained how they could do that. Councilmember Scadden asked about the point of updating their laws if State Code superseded their laws. Mayor Dandoy explained the value of having separate City laws, since it was often difficult for people to access and understand State Code. Mayor Dandoy noted the overwhelming volume of State laws, which made it difficult to find information. Mayor Dandoy read an excerpt of the proposed update to the Code and highlighted that the language in their Code was very clear and easy to understand.

Councilmember Wilson thought this was an important issue and proposed they reconsider this item in January when they had their new Council.

Councilmember Jackson asked for clarification about how they would connect their Code to the State law and City Attorney Wilson elaborated about how the language in their Code would be structured. Mayor Dandoy said he and City Attorney Wilson would work on creating some draft language for an updated policy, which they would then bring back before the Council in a couple months.

2. Elected Office Term-Limits – Mayor Dandoy

Mayor Dandoy spoke about the advantages and disadvantages of term limits. He recalled that when he was younger, Roy City had been more of a destination, but in the last several decades it had not developed at the same pace as the surrounding towns and was now considered to be a bedroom community. He noted that City Councilmembers in Roy did not currently have term limits and suggested that occasionally bringing new members to the Council could help revitalize the City. Mayor Dandoy recalled a situation in the past in which younger and less tenured Councilmembers had voted in favor of permitting chickens in the City, though an older Councilmember had been opposed to doing so. He relayed that there had been a large amount of support for the change, although functionally only a very few number of people ended up applying for permits to raise chickens. He discussed that chicken husbandry was an important issue to younger generations and said it was important to bring in new Councilmembers who had a sense of what kind of issues were important to a range of demographics in the City.

Councilmember Jackson commented that a neighboring City had a mayor who was currently on his third term. She opined that it was good to have new blood and new leadership, though she also felt that if a Councilmember was incompetent, they would be voted out by the residents. Councilmember Wilson agreed it was important to refresh the Council, but she did not think residents would vote the same person in for 20 years as had happened in the past.

Councilmember Scadden thought they should ask the residents about term limits in a survey and make a decision based on the results of the survey. Councilmember Wilson commented she wanted to have term limits at the State and federal level and she wondered how impactful it would be to have term limits at the local level. Councilmember Wilson also pointed out that the State Code had laws against term limits and so they should consult with their City Attorney before moving forward to determine what options they actually had. City Attorney Wilson said he would research those laws and determine what they City could actually require. Mayor Dandoy commented about how many other cities in the country had term limits for their mayors and other elected officials. He also noted that Roy City did have term limits for the Planning Commission. Mayor Dandoy said that he had not seen anything in the State Code that restricted term limits but acknowledged there were thousands of State laws and he could have missed something.

Mayor Dandoy asked for direction. City Attorney Wilson said he would do more research. Mayor Dandoy asked if the Councilmembers wanted to ask about term limits on a survey, depending on the results of that research, and the Councilmembers agreed that was the course of action they wanted to pursue.

Councilmember Jackson invited the Youth Councilmember to give their updates, noting he had to leave the meeting.

Youth Councilmember Aaron shared some information about the upcoming Roy High School homecoming parade, rally, game, and dance. He shared the schedule and times for the events. He reported that they had notified the neighborhoods that surrounded the school that there would be fireworks as part of the parade.

Youth Councilmember Aaron asked if the Council had any service projects that the Youth Council could volunteer to help with. City Manager Andrews replied that he would reach out to department heads and compile a list of projects the Youth Council could get involved with.

Mayor Dandoy thanked Youth Councilmember Aaron for taking the time to present that evening and

invited him to keep coming to Council and sharing about what was going on at Roy High. Mayor Dandoy commented about the importance of the Youth Council.

3. Traffic Calming Device Policy – Mayor Dandoy

Mayor Dandoy framed this conversation and explained the question at hand was if the Council wanted to establish a policy that created a checklist for the City to follow when a traffic calming device was requested in a neighborhood. He discussed that he had worked on a proposed policy with City Manager Andrews and was now bringing it to the Council for their consideration.

Councilmember Wilson highlighted some aspects of the plan. She asked about the 85% percentile range identified in the document and wondered if they should change the speed map rather than making a spot assessment if more than 85% of drivers were speeding in one area.

Mayor Dandoy acknowledged Councilmember Wilson's point but said that speed bumps were the best way to handle speeding in neighborhoods. He recalled some examples in the past in which the City had changed the speed limits on roads but it had not successfully altered driving habits. Mayor Dandoy said the 85% percentile benchmark was primarily a way to quantitatively establish if there was a problem in a given area or not. He pointed out that the Council had received some very emotional and passionate calls for traffic calming devices in the past and said it was important to have data to determine when traffic calming devices were actually necessary. The Councilmembers determined they would review the document and bring suggested revisions back to the Mayor and City Staff. Councilmember Wilson and Mayor Dandoy discussed creating a committee to look deeper into the data and evaluate their policy.

4. Utilizing land sale surplus monies for Roy Fire Training Center – Councilmember Saxton

Councilmember Saxton presented this item. He stated that when the City had originally sold their surplus lands, they had not considered what to do with the funds. He proposed that they use the remaining fund balance from the land sales to help build the Roy Fire Training Center. He recalled that the Fire Chief had requested this center several months ago and he listed the advantages of ensuring that their firefighting department had access to a facility within city limits that could provide them with the training they needed. He asked the Council for their feedback.

Councilmember Scadden was in favor of the idea and noted it was a great use of one-time funds. Councilmember Wilson agreed that she liked the idea but wondered if this was the right time to allocate the funds, given their current financial scenario. Councilmember Jackson agreed with Councilmember Wilson and suggested they reconsider this idea in a year. Councilmember Jackson noted they had very pressing needs right now that needed funds. Councilmember Paul agreed with the previous comments that they should wait to think about this item. Councilmember Paul also noted they could fundraise in the meantime and source funds for the center in other ways. Councilmember Scadden acknowledged that between their upcoming election and financial situation it was likely not the right time to think about this project.

Fire Chief Williams said the training center was greatly needed, but acknowledged that there were other pathways to find funding and also agreed that it was not a good time for the City to allocate funds. Fire Chief Williams emphasized that the center was very important and hoped that the City could help with a center down the road.

Councilmember Saxton said he could bring this item up again in a year. Councilmember Paul said the Councilmembers could reach out individually to Fire Chief Williams with options for fundraising.

I. City Manager & Council Report

City Manager Andrews shared updates about closures at Emma Russel Park. He listed the dates that the dumpsters would be open in the upcoming weeks. He also reminded the Council that a Fire Safety night was scheduled in the following week.

Councilmember Paul spoke about the importance of Boys and Girls Club and said she was excited to see the new facility.

Councilmember Jackson reported on behalf of the Mosquito Abatement Board and said they were spraying a lot lately. Councilmember Jackson also addressed Mayor Dandoy and thanked him for his leadership in the last several years.

Mayor Dandoy discussed their upcoming meetings and noted there were some scheduling conflicts with winter holidays. He acknowledged Councilmember Jackson's comments and noted he was coming to the end of a 12-year tenure as mayor.

J. Motion to enter closed door – strategic discussion on potential sale of real property.

Councilmember Scadden motioned to enter a closed-door meeting to have a strategic discussion on potential sale of real property. Councilmember Jackson seconded the motion. A roll call vote was taken, all present Councilmembers voted "Aye" and the body entered a closed-door meeting at 7:55 p.m.

Councilmember Paul motioned to exit a closed-door meeting and return to the regularly scheduled City Council Meeting. Councilmember Scadden seconded the motion. A roll call vote was taken, all present Councilmembers voted "Aye" and the body exited a closed-door meeting at 8:48 p.m.

Councilmember Paul motioned to adjourn the meeting, Councilmember Jackson seconded the motion, all present Councilmembers voted "Aye" and the meeting adjourned at 8:49 p.m.

Robert Dandoy
Mayor

Attest:

Brittany Fowers
City Recorder

dc:



ROY CITY
Roy City Council Meeting Minutes
October 7, 2025– 5:30 p.m.
Roy City Council
5051 S 1900 W Roy, UT 84067

Minutes of the Roy City Council Meeting held in person in the Roy City Council Chambers and streamed on YouTube on October 7, 2025, at 5:30 p.m.

Notice of the meeting was provided to the Utah Public Notice Website at least 24 hours in advance. A copy of the agenda was also posted on the Roy City website.

The following members were in attendance:

Mayor Pro-tem Wilson
Councilmember Paul
Councilmember Saxton
Councilmember Scadden

City Manager, Matt Andrews
City Recorder, Brittany Fowers
City Attorney, Matt Wilson

Excused: Mayor Dandoy

Also present were: Management Services Director, Amber Kelley; Police Sergeant, Joshua Taylor; Fire Chief, Theron Williams; Public Works Director, Brandon Edwards; Parks and Recreation Deputy Director, Travis Flint; Glenda Moore, Kevin Homer, Jason Sphar, Gregory LaRue, Robert Percival, Micheal Ghan, Cindy Whinham, Carlee Gardan, Jen and Ben Setera, Janel and Vebika Hulbert, Lawana Jensen, Richard Jensen, Darrin Albright, Ty Chaston, Katherine Huren, Mike VanAlfen, Justin Hunen, Chris Lewis, Nancy Inman, Leon Wilson, Anthony Dick, Lorin Reese, David Gremillion, Alexis Jackson, and Bud Ford.

A. Welcome & Roll Call

Mayor Pro-tem Wilson welcomed those in attendance and noted Councilmembers Jackson, Saxton, Paul, and Scadden were present.

B. Moment of Silence

Councilmember Paul invited the audience to observe a moment of silence, and offered thoughts and prayers to the Gwynn family.

C. Pledge of Allegiance

Councilmember Paul led the audience to recite the Pledge of Allegiance.

D. Consent Items

1. There were no comments or questions regarding the August 2025 Financial Statements.

Councilmember Scadden motioned to approve the consent items. Councilmember Paul second the motion, all present members voted “Aye” and the motion carried.

E. Public Comments – 4 minutes

Mayor Pro-tem Wilson opened the floor for public comments.

Glenda Moore, 2088 W 3825 S, Roy - Mrs. Moore quoted a passage from the proposed changes in

the Code that dealt with proper employee conduct and expressed concerns with regards to its wording. The section in question addressed how a City employee should involve themselves in matters that resulted in private gains for themselves or others in which they have a vested interest. Mrs. Moore provided multiple anecdotes that would fall under this determination, and suggested that the Council give deep thought to how “friends” were determined in this new City policy, as well as how close of a relation would be needed to be considered a “relative.”

Mrs. Moore felt that, at a minimum, this paragraph should be revised so that information cannot be shared with pertinent friends or relatives until was made available to the public.

Mrs. Moore recited a statement about bid seeking from the proposed changes that indicated that a City employee must publicly disclose any substantial conflict of interest in a City Council meeting. Moore expressed her strong disagreement with what she felt equated to an employee publicly groveling or begging to do business with the City. She felt this would be a detrimental outcome to the City, as nobody would want to seek bids. She suggested that the head of the department that needed the service review the bid, then attend a City Council meeting and present the facts, which would include the employee’s name and vested interest.

Mrs. Moore recited another passage that discussed a similar scenario where the individual in question is an elected official. Moore recommended that if that situation were to arise, the City Council member should recuse themselves briefly and adjourn to the audience or hallway, and the department head should proceed with the notification.

Mrs. Moore read out loud the following statement from the proposed changes. “The City recorder will process the statement in accordance with the Utah municipal offers and employee Ethics Act.” She expressed that her objection was that this should not be done during Council meetings because it would require the employee's presence and take up unnecessary time. Mrs. Moore felt that it should be done in the City recorders’ office during City business hours.

Robert Percival, 6034 S 2050 W, Roy- Mr. Percival expressed concern in regards to the holiday lighting contests held by the City. Mr. Percival stated that with all the current uncertainty with property taxes and in public referendum, he believed that the City Council should not spend the time or money to sponsor the holiday lighting contest this year, or for the foreseeable future. He said that although it was not a lot of money, the prizes and employee time were expenses, and he opined that every little bit they could save would be helpful. He felt that the resources provided for the holiday lights took away from other city business. Mr. Percival stated that the amount of prizes for Halloween and Christmas was too much and he urged the Council to suspend the contests.

Mr. Percival noted that most residents do not see what has been done already to help cut expenses, and he cited the shortened hours for Roy days, the cutting of the employee softball contest, and of the City’s trunk or treat. He said these were all things that were good and fun for the City, but had been cut to help with the budget.

Mr. Percival expressed that it was obvious to him as a resident that any program that does not contribute to public health and safety should be cut, and cited the inclusion of Roy Days, Christmas lights, dumpster days, and movies and concerts in the park. Percival said that if his opinion was not that of the other residents, that the silent majority needed to stand up to the very vocal minority. He expressed again the opinion that the City should cut what they can where they can until other residents have expressed a different opinion.

Kevin Homer, 5398 S 4000 W, Roy - Mr. Homer talked about resolution 25-26 which dealt with the City's purchasing policy. He thought that there were a lot of good things in the document, and said that as much as he likes the current City Manager, Mr. Homer thought that having a group of people to review and mitigate conflicts helped to maintain better checks and balances in their government.

Mr. Homer seconded concerns about the definition of a "relative" in the proposed changes, and felt it should be more clearly defined for someone who pursued a contract with the City. He also questioned what penalty would apply if a conflict was not appropriately disclosed.

Mayor Pro-tem Wilson closed the floor for public comment.

F. Presentation Items

1. Scouts of America presentation:

Ben Setera spoke as the representative for scout troops 543 and 542, which included several children from Roy and the surrounding communities. Mr. Setera presented the troop's desire to sponsor a display of flags on Veteran's Day, November 11th, to honor veterans who have served from Roy. He explained that the plan was to place 60-80 American flags in front of City Hall in the grassy area between the fire and police stations along 1900 West.

Mr. Setera stated that the Scouting America slogan was "do a good turn daily." He expressed that the troop hoped to use the project as a meaningful way to follow the slogan, and to show gratitude and support for all men and women who have served in the nation's military. Mr. Setera outlined that the only things required from the City was permission to place the flags in front of City Hall, help to mark the sprinkler lines, and approval to display a banner to thank veterans sponsored by the troop. He assured that there would be no cost to the City.

Councilmember Jackson expressed her support of the idea and appreciation to the troop for their presentation. She agreed it would be a great reminder and help to veterans to recognize and honor their service. Mayor Pro-tem Wilson agreed it was a great idea to help support veterans and patriotism. Councilmember Paul asked about the duration of the display. Janel Hulbert clarified that it was dependent on the ability to acquire lighting. Mrs. Hulbert said that if no lighting could be obtained by the troop, then the display would only be for November 11th. Mrs. Hulbert said that lighting would allow them to leave the display up for multiple days and honor proper flag etiquette.

Mayor Pro-tem Wilson told the troop leader to be in touch to coordinate more details.

2. Parks and Recreation Winterization SOP presentation:

Parks and Recreation Director Howard communicated that due to the community feedback received following seasonal removal of soccer goals in 2024, the City Council requested for the Parks and Recreation department to review their winterization and spring opening procedures. Assistant City Manager Flint informed the Council that the Parks division followed seasonal procedures to close from fall to spring. Assistant City Manager Flint said that while parks remain open year round, restrooms, irrigation systems, play fields, sports equipment, sports courts, and splash pads, are subject to seasonal schedules that are determined annually.

Assistant City Manager Flint reviewed the open and close dates for park amenities. He reported that the splash pad was open from Memorial Day to Labor Day; everything other than the splash pad would be open by April 1st. He said that the close date would be some time after October 31st and was weather dependent. Assistant City Manager Flint explained that deep freezes were bad for facilities and equipment. He reiterated that the parks themselves were still open, but that scheduled use, activities, and amenities would be closed from roughly October 31st to April 1st. He expressed that closure was open ended as they wanted to keep park amenities open as long as the weather allowed. He talked about frost warnings for grass on the golf course and park amenities.

Assistant City Manager Flint expressed that they wanted people in the parks as much as possible, but also wanted to keep the parks as nice as possible. He expressed that their intent was not to prevent people from coming to the park.

G. Action Items

1. Consideration of Resolution 25-26; A Resolution of the Roy City Council Amending the Roy City Purchasing Policy.

City Attorney Wilson stated that he had incorporated any suggestions that had been provided in previous meetings into the Purchasing Policy. City Attorney Wilson confirmed that they were currently compliant with State law and policy. He acknowledged the concerns that had been brought forward, and expressed that he would be happy to have that discussion with anyone to reassure there were no conflicts and they were compliant. City Attorney Wilson reviewed the proposed changes to the document.

City Attorney Wilson addressed page three, which included suggestions to add language. He agreed with public commentary that some of the terms were vague. He assured everyone that the language was similar to State Code, and that this section only applied to the employee.

City Attorney Wilson answered Mr. Percival's question about penalties, stating that the penalty for a violation of any statutes would be for the employee to be dismissed and the contract be voided, with the City being able to keep the work or payment provided without reimbursement.

City Attorney Wilson recommended they strike the first suggestion on page three because it was addressed in the State Code. He said that if the City Council wanted it in policy, they could mirror the State Code. He also noted that if that were the case, the proper place would be in the personnel policy and procedures manual versus the purchasing policy. City Attorney Wilson explained that the intent of the purchasing policy was for how to conduct purchases and contracts, and not for employee discipline.

Mayor Pro-tem Wilson commented on the concerns about what constituted a "relative" and a "friend" per the language in the next part of the purchasing policy.

City Attorney Wilson explained that State Code had it defined as having a 'substantial interest' of 10% or more in the company. He further explained that the substantial interest could be in reference to the employee, the employee's spouse, or their minor children. He noted that the procurement code in State law expanded on that further, but Roy has not adopted that policy, therefore it was not applicable.

City Attorney Wilson continued with the review, and listed changes made on page six of the purchasing policy, subsection 2D1. He said they had struck out noticing, and just included language as required by Utah Code and Roy City Municipal Code. He also mentioned that sections A through F under D1 were struck from the exceptions section and moved into the section being discussed, as they were not actually exceptions and this was a more relevant location. He gave a shoutout to Management Services Director Kelley for noticing that needed correction. He further mentioned some minor language changes to refer to the section directly.

City Attorney Wilson discussed changes to page 11 and said the word employee was now capitalized. He suggested that a definition be included to show that it referred to any municipal employee, appointed employee, or elected official. He said this would allow them to eliminate the need to state that specification every time.

City Attorney Wilson further explained that he had added in the substantial interest information to be consistent with State Code. He suggested that the mention of “relatives” in that location should be struck or defined, the latter being his personal suggestion to make it less broad. He also noted the substantial financial interest was also added in so it mirrored State Code.

City Attorney Wilson noted that the next two sections were added on the recommendation of Mayor Dandoy. City Attorney Wilson said that the alternative option shown mirrored State Code with regards to the substantial interest of 10% previously mentioned. He acknowledged Mrs. Moore’s concern that the requirement to publicly disclose that interest may be considered embarrassing for some, but that it was the requirement of State Code.

Councilmember Scadden stated that they should also add the definition of “friends” as well. City Attorney Wilson responded that his recommendation was to strike the paragraph, as it was already specified in State code and applied to Roy City. He further discussed what was applicable in State Code to Roy City, and expressed the opinion that it was not beneficial to add it into the purchasing policy. He recommended that it be added to the personnel policy if anyone desired its addition.

Councilmember Scadden worried that it was a slippery slope to strike the “friends” aspect. City Attorney Matt Wilson responded that it said “household member” and that his original recommendation was to strike that, however, others preferred that it be defined. City Attorney Wilson expressed that if the City Council wanted “relative” written, that they state it is “immediate” or that they further define who is being talked about.

Councilmember Scadden expressed the opinion that if State law did not have it, then it was unnecessary for Roy City to have it as they were beholden to the State law which dictated how they operated.

Mayor Pro-tem Wilson agreed that the first paragraph on page three should be struck. She commented that they needed to define “employee” on page 11. She wondered if that paragraph was necessary at all since they had the alternative option which was more distinct. She further noted that the following paragraph needed to be more clearly defined. Mayor Pro-tem Wilson thought that it was important to have consistent and clear definitions.

Mayor Pro-tem Wilson asked if the third paragraph on the top was needed, or if it was covered with the alternative option. City Attorney Wilson said that it was covered in the alternative option, so it could be struck if the City Council wanted. Mayor Pro-tem

Wilson thought it might make it a little bit more clear to do so.

City Attorney Wilson mentioned that it had been discussed in standard terms and conditions that any potential conflict is acknowledged or denied when things were sent out for bid. He said it would be beneficial to be aware of a conflict ahead of time during the bid process.

The changes were briefly recapped, and the City Council discussed how to proceed with a motion to incorporate all the changes that had been discussed.

Councilmember Scadden motioned to table the consideration of Resolution 25-26 for a few minutes until Councilmember Saxton was able to return. Councilmember Jackson seconded the motion, all present members voted “Aye” to table Resolution 25-26.

Councilmember Scadden motioned to bring back the consideration of Resolution 25-26 for a final motion and roll call vote. Councilmember Jackson seconded the motion, all present members voted “Aye” and the motion carried.

Councilmember Scadden motioned to approve Resolution 25-26; A Resolution of the Roy City Council Amending the Roy City Purchasing Policy. Councilmember Jackson seconded the motion, a roll call vote was taken, all present Councilmembers voted “Aye” and the motion passed.

H. Discussion Item

1. Holiday Home Light Contests:

City Manager Andrews expressed that Staff wanted confirmation whether to proceed with the planning process for the Halloween and Christmas light contests. He acknowledged Mr. Percival's concerns about financial costs and staff time for the contests given the City's and residents' current financial concerns. City Manager Andrews mentioned that a resident had offered to donate the money to finance the prizes. He asked the City Council for their thoughts on whether they should move forward with the contests.

Councilmember Jackson asked for clarification on what the staff time consideration would be. City Recorder Fowers listed what would be included for employee time. Councilmember Jackson noted that the Councilmembers judged the contests. Councilmember Jackson personally felt that the contests were a great thing for the City and she suggested they consider alternate prizes to reduce the financial impact such as passes to the Aquatic Center or the Complex.

Councilmember Jackson added this would also provide advertisement for those facilities. Councilmember Jackson acknowledged that a resident had told her they could donate a financial prize, and mentioned how much Roy citizens looked forward to the contests every year. Councilmember Jackson reiterated the opinion that it was enjoyable for the City, and felt like they should consider it since cost is minimal.

Mayor Pro-tem Wilson asked if there was a way to have a volunteer help with some of the more time intensive tasks to diminish the amount of time City Recorder Fowers would have to allocate to the contests. Mayor Pro-tem Wilson reiterated that they needed to pinch pennies and be conscientious about the financial costs and staff time. Councilmember Paul said she liked the idea of aquatic passes as an alternative prize. Councilmember Paul expressed that it was sweet someone offered to donate, but thought a pass would be sufficient. Councilmember Paul felt that

many residents already enjoyed the decoration aspect and would most likely participate anyway. Councilmember Jackson agreed that the passes were a good idea, and suggested that if the winner would not use them it was likely they had friends or family members that could be gifted the prize.

Councilmember Saxton asked how much money they would save if they eliminated the cash prize, and was told it was a couple hundred dollars. Mayor Pro-tem Wilson asked how much staff time the project required. City Recorder Fowers explained that there was no way to know definitively as it depended on the number of entries, but that it would likely take three to four hours for the project itself. Mayor Pro-tem Wilson mentioned the potential time that could be saved with a volunteer to help.

Councilmember Saxton asked if they could look into a potential sponsor to help print flyer. He mentioned that he had neighbors who already spent hundreds of dollars on Halloween decoration, and further expressed that a sponsor could help make flyers for the community to participate in a self guided light parade to vote. Councilmember Jackson also noted that she had seen multiple houses with extensive decorations for Halloween. She noted it was only twice a year at minimal cost, especially if they were able to find a volunteer to help City Recorder Fowers and it would be a shame to cancel it.

Mayor Pro-tem Wilson reiterated that they needed to be respectful of funds, find a volunteer, and change the prizes in order to operate on a thin budget. The City Council agreed to move forward with the contests for both Halloween and Christmas with that in consideration. They thanked the residents for their earlier comments to remind the City to be careful with funds.

I. City Manager & Council Report

City Manager Andrews provided details and reminders for the following upcoming events.

- a. The Complex Pumpkin Bash on October 18th at 10 A.M. was now open for registration.
- b. The Fire Prevention Night would be the next day, October 8th, from 6 P.M. to 9 P.M. at Station 31.
- c. The Water Preservation Element of the general plan discussion would be held on October 28th from 6 P.M. to 8 P.M. in the basement.

Councilmember Paul expressed her thanks to parks and recreation, public works, and whomever else aided in the completion of the emma russel park repavement. She said that she went out there and it was amazing.

City Manager Andrews talked about the project at 5600. He said that it was a year ahead of schedule, and that they would like to get things repaved. He noted that there was currently a lot of stormwater work being done on the upper part by 1900 west. He informed the Council that they would like to have the final paving done in the spring.

Mayor Pro-tem Wilson thanked everyone who participated in art of the month. She said that several people were excited about it, and that they could see how it looked for next year. She also mentioned that Thursday, October 9th was Walk to School Day at Country View Elementary at 8 A.M.

J. Motion to enter closed door – to discuss pending or reasonably imminent litigation.

Councilmember Scadden motioned to enter a closed-door meeting to discuss pending or reasonably imminent litigation. Councilmember Paul seconded the motion. A roll call vote was taken, all present Councilmembers voted “Aye” and the body entered a closed-door meeting at 6:37 p.m.

Councilmember Paul motioned to exit a closed-door meeting and return to the regularly scheduled City Council Meeting. Councilmember Scadden seconded the motion. A roll call vote was taken, all present Councilmembers voted “Aye” and the body exited a closed-door meeting at 7:16 p.m.

Councilmember Scadden motioned to adjourn the meeting, Councilmember Jackson seconded the motion, all present Councilmembers voted “Aye” and the meeting adjourned at 7:17 p.m.

Robert Dandoy
Mayor

Attest:

Brittany Fowers
City Recorder

dc:

SURPLUS VEHICLES

Dept	Year	Make	Model	Last 6 of VIN
T-1	2025	GMC	Sierra	183724
Admin-1	2025	GMC	Sierra	183681
Admin-2	2025	GMC	Sierra	179281
Admin-3	2025	GMC	Sierra	180274
FD-22	2025	GMC	Sierra	182216
FD-23	2025	GMC	Sierra	182326
R-4	2025	GMC	Sierra	180370
R-6	2025	GMC	Sierra	180254
G-5	2025	Chevy	Silverado	365723
M-11	2025	Chevy	Silverado	365180
X-81	2025	Ford	F-150	E94079
S-22	1999	GMC	7G4CSR	500511

ROY CITY CORPORATION
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
PROPERTY TAX	19,153.09	66,957.49	6,403,978.00	6,337,020.51	1.1
SALES AND USE TAX	681,188.23	681,188.23	8,495,000.00	7,813,811.77	8.0
FRANCHISE TAX	299,259.65	653,033.12	3,051,500.00	2,398,466.88	21.4
LICENSES AND PERMITS	38,993.69	108,650.41	409,500.00	300,849.59	26.5
INTERGOVERNMENTAL	0.00	59,770.93	363,689.00	303,918.07	16.4
CHARGES FOR SERVICES	141,949.04	1,077,225.26	3,512,500.00	2,435,274.74	30.7
FINES AND FORFEITURES	59,125.60	250,527.59	732,000.00	481,472.41	34.2
MISCELLANEOUS REVENUE	33,515.21	262,447.86	325,000.00	62,552.14	80.8
CONTRIBUTIONS AND TRANSFERS	1,500.00	28,530.00	1,013,521.00	984,991.00	2.8
	1,274,684.51	3,188,330.89	24,306,688.00	21,118,357.11	13.1
<u>EXPENDITURES</u>					
LEGISLATIVE	26,916.18	104,988.58	1,079,738.00	974,749.42	9.7
LEGAL	32,883.29	86,963.19	431,980.00	345,016.81	20.1
LIABILITY INSURANCE	22,668.42	68,005.26	272,021.00	204,015.74	25.0
JUSTICE COURT	37,073.56	99,017.63	511,249.00	412,231.37	19.4
FINANCE	34,138.46	95,574.94	538,521.00	442,946.06	17.8
TRANSFERS	67,023.16	201,069.48	1,273,278.00	1,072,208.52	15.8
BUILDING/GROUND MAINT DIVISION	57,931.91	125,662.08	579,835.00	454,172.92	21.7
POLICE AND ANIMAL SERVICES	613,714.72	1,790,497.00	7,515,185.00	5,724,688.00	23.8
FIRE & RESCUE	457,709.61	1,345,161.19	6,052,221.00	4,707,059.81	22.2
COMMUNITY DEVELOPMENT	60,200.54	200,827.07	803,038.00	602,210.93	25.0
STREETS DIVISION	49,223.24	154,218.75	873,666.00	719,447.25	17.7
FLEET SERVICES DIVISION	11,903.54	31,548.08	237,498.00	205,949.92	13.3
PUBLIC WORKS ADMINISTRATION	22,558.71	65,961.28	454,580.00	388,618.72	14.5
RECREATION COMPLEX	73,861.45	183,986.10	937,549.00	753,562.90	19.6
AQUATIC CENTER	106,451.13	389,887.05	894,864.00	504,976.95	43.6
ROY DAYS	(435.68)	90,246.48	118,165.00	27,918.52	76.4
PARKS & RECREATION	116,068.72	360,992.63	1,733,300.00	1,372,307.37	20.8
	1,789,890.96	5,394,606.79	24,306,688.00	18,912,081.21	22.2
	(515,206.45)	(2,206,275.90)	0.00	2,206,275.90	.0

ROY CITY CORPORATION
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
41 CAPITAL PROJECTS FUND	36,881.02	113,523.92	1,323,000.00	1,209,476.08	8.6
50 UTILITY ENTERPRISE FUND	1,107,315.33	4,214,787.56	13,285,350.00	9,070,562.44	31.7
51 STORM WATER UTILITY FUND	109,300.16	328,584.56	1,310,000.00	981,415.44	25.1
53 SOLID WASTE UTILITY FUND	269,692.00	810,670.98	3,200,000.00	2,389,329.02	25.3
60 INFORMATION TECHNOLOGY	64,455.99	193,367.97	1,047,830.00	854,462.03	18.5
63 RISK MANAGEMENT FUND	35,794.48	100,561.50	388,602.00	288,040.50	25.9
64 CLASS "C" ROADS	681,396.71	344,921.55	1,760,000.00	1,415,078.45	19.6
65 TRANSPORTATION INFRASTRUCTUR	69,264.12	97,034.41	3,130,000.00	3,032,965.59	3.1
67 STORM SEWER DEVELOPMENT	14,408.53	35,504.24	565,000.00	529,495.76	6.3
68 PARK DEVELOPMENT	18,415.35	44,120.77	175,000.00	130,879.23	25.2
71 REDEVELOPMENT AGENCY	12,833.57	44,184.73	1,577,449.00	1,533,264.27	2.8
75 CEMETERY FUND	627.30	1,965.09	8,000.00	6,034.91	24.6
94 GENERAL LONG TERM DEBT	0.00	0.00	0.00	0.00	.0
	2,420,384.56	6,329,227.28	27,770,231.00	21,441,003.72	22.8
<u>EXPENDITURES</u>					
41 CAPITAL PROJECTS FUND	37,480.71	191,672.18	1,323,000.00	1,131,327.82	14.5
50 UTILITY ENTERPRISE FUND	727,545.90	1,677,165.28	13,285,350.00	11,608,184.72	12.6
51 STORM WATER UTILITY FUND	77,312.48	199,087.75	1,310,000.00	1,110,912.25	15.2
53 SOLID WASTE UTILITY FUND	254,529.31	562,692.43	3,200,000.00	2,637,307.57	17.6
60 INFORMATION TECHNOLOGY	111,077.75	390,402.70	1,047,830.00	657,427.30	37.3
63 RISK MANAGEMENT FUND	37,313.86	291,446.75	388,602.00	97,155.25	75.0
64 CLASS "C" ROADS	22,936.29	130,780.43	1,760,000.00	1,629,219.57	7.4
65 TRANSPORTATION INFRASTRUCTUR	207,221.29	264,505.24	3,130,000.00	2,865,494.76	8.5
67 STORM SEWER DEVELOPMENT	0.00	0.00	565,000.00	565,000.00	.0
68 PARK DEVELOPMENT	0.00	991.50	175,000.00	174,008.50	.6
71 REDEVELOPMENT AGENCY	12.50	11.41	1,577,449.00	1,577,437.59	.0
75 CEMETERY FUND	0.00	0.00	8,000.00	8,000.00	.0
94 GENERAL LONG TERM DEBT	0.00	0.00	0.00	0.00	.0
	1,475,430.09	3,708,755.67	27,770,231.00	24,061,475.33	13.4
	944,954.47	2,620,471.61	0.00	(2,620,471.61)	.0

Proclamation No. 2025 – 01

**HONORING THE IMPACT OF 100 YEARS OF PTA SERVICE BY PROCLAIMING
OCTOBER AS PTA MONTH IN THE CITY OF ROY**

WHEREAS, the City of Roy acknowledges the mission of Utah PTA to make every child's potential a reality by engaging and empowering families and communities to advocate for all children; and

WHEREAS, Utah PTA has played a crucial role in shaping education in our state, serving as a strong watchdog for the Utah School Trust Lands, advocating tirelessly on the issue of vouchers, and working continuously to ensure stable and sufficient education funding for all Utah Students. These efforts have helped safeguard resources for schools and ensured that every child has access to quality learning opportunities; and

WHEREAS, we honor and celebrate with Utah PTA their 100 years of service and advocacy for children, families, schools and communities across the great State of Utah.

NOW, THEREFORE, BE IT PROCLAIMED, by the City of Roy, Utah that October is PTA Month in the City of Roy.

IN WITNESS WHEREOF, I have hereunto
set my hand and caused the great seal of the
City of Roy, Utah to be affixed on
November, 18, 2025.

Robert Dandoy, Mayor

RESOLUTION NO. 25-27

**A RESOLUTION OF THE ROY CITY COUNCIL ESTABLISHING 2026 CITY COUNCIL
MEETING DATES**

BE IT HEREBY RESOLVED that pursuant to Roy City Code 1-6-5(A), and the Utah State Code 52-4-202(2), the Roy City Council will hold its regular Council Meetings in the Roy City Municipal Building on the first and third Tuesday of each month, commencing January 1, 2026, at 5:30 p.m., excluding holidays:

January 6	January 20
February 3	February 17
March 3	March 17
April 7	April 21
May 5	May 19
June 2	June 16
July 7	July 21
August 4	August 18
September 1	September 15
October 6	October 20
November 3	November 17
December 1	December 15

Passed this 18th day of November 2025.

Attest:

Robert Dandoy
Mayor

Brittany Fowers
City Recorder

Councilmember Jackson	_____
Councilmember Scadden	_____
Councilmember Paul	_____
Councilmember Wilson	_____
Councilmember Saxton	_____



October 14, 2025
Agenda Item # 4

SYNOPSIS

Application Information

Request: **6:00 p.m. – PUBLIC HEARING** – Consider a Development Agreement with Stewart Land Co. to increase the building height by 10 feet.

Approximate Address: 2436 West 4000 South

Parcel(s): 08-007-0026, 08-007-0033, 08-022-0018 & 08-022-0044

Staff

Report By: Steve Parkinson

Recommendation: Approve

APPLICABLE ORDINANCES

- Roy City Zoning Ordinance Title 10 - Zoning Regulations, Chapter 18 – Development Agreement

ANALYSIS

Background:

The proposed development agreement comes from discussions with a potential land developer. The property fronts onto 4000 South and heads north and abuts Hinckley Drive. The railroad tracks are to the east, and the D&RG trail is to the west (see exhibit “A”). There are approximately 27.31 acres (1,189,623.6 sq.-ft.)

The zone allows buildings to be 60 feet in height, however anything 1100 feet south of Hinckley drive goes down to 50 feet in height. This is where the increase in height is being requested. One building is split by this 1100-foot boundary and the developer would like the entire building to be 60 feet in height.

According to chapter 18 of the Zoning Code, all development agreements entered into by the council shall specify and contain, as a minimum, the following sections:

- 1) Duration of agreement.
- 2) Description of the subject property.
- 3) Allowed uses.
- 4) Maximum density or intensity of the allowed uses and construction requirements.
- 5) A subdivision layout or site plan identifying the location and arrangement of all allowed uses, circulation patterns, and all required dedications and improvements.
- 6) A phasing schedule for all project phases and the timing for the provision of all features, dedications, and improvements.
- 7) Other conditions, terms, restrictions, and requirements for subsequent actions and approvals.

An additional question that the Commission and Council needs to reflect upon is:

- Does changing are not changing the Zoning Ordinance provide the best options for development within this area of the City?

FINDINGS

1. The proposed amendments are consistent with the General Plan.
2. Is consistent with previous discussions with the Planning Commission.

ALTERNATIVE ACTIONS

The Planning Commission can recommend Approval, Approval with conditions, Deny or Table.



RECOMMENDATION

Staff recommends forwarding a positive recommendation to the City Council regarding the proposed Development Agreement with Stewart Land Co. regarding a potential project located at 2436 West 4000 South (Parcel Number 08-007-0026, 08-007-0033, 08-022-0018 & 08-022-0044), to increase the building height by 10 feet.

EXHIBITS

- A. Aerial
- B. Proposed Ord No 25-??

Steward Land Company

- Who We Are - Local Land Development Company
- We. Do. Land.
- 6 Employees and growing
- Based in Ogden - Projects from Southern Utah to Montana
- Similar Projects:



STEWARD
LAND COMPANY

Steward's TOD Land Swap Proposal

- We are Requesting Approval for land contribution (detention basin) for a Transit-Oriented Development (TOD)



STEWARD

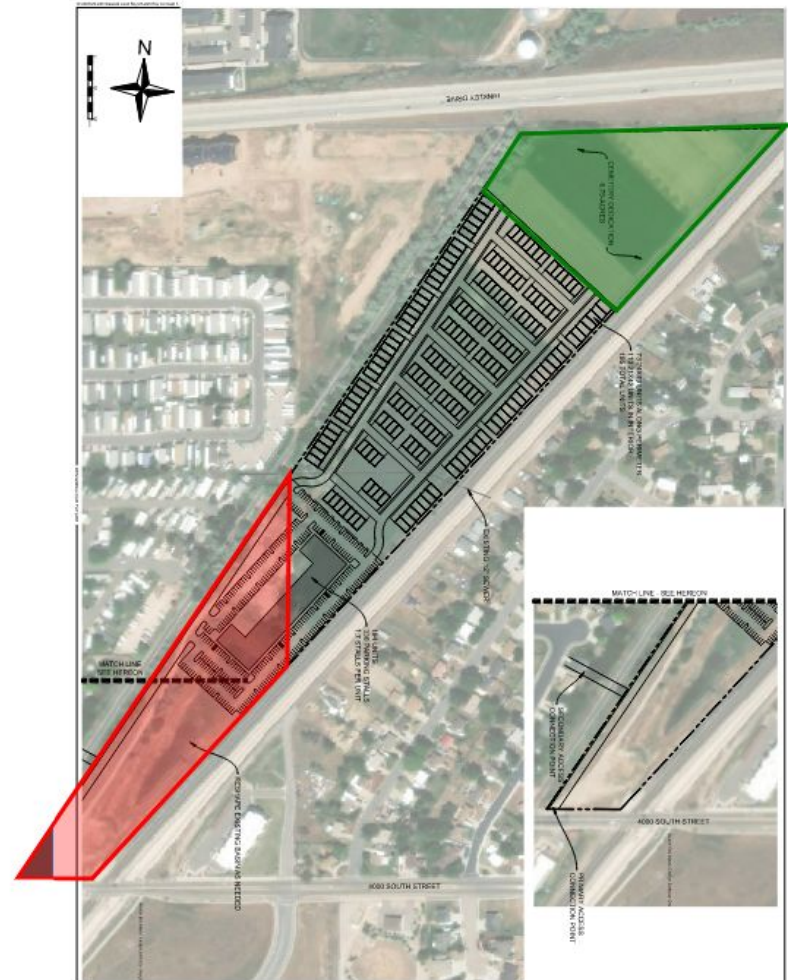
What this Looks Like:

The City Gets:

- Relief of Maintenance Responsibility
- Land already in Station Area Plan 'Unlocked' (Otherwise it couldn't develop)
- Infrastructure
- Cemetery Land
 - Options:
 - Build Cemetery as Shown
 - Build a Reduced Version
 - Sell the Land Back

Steward Gets:

- Land with Access
- Ability to Complete Development
- Responsibility for the Detention Basin

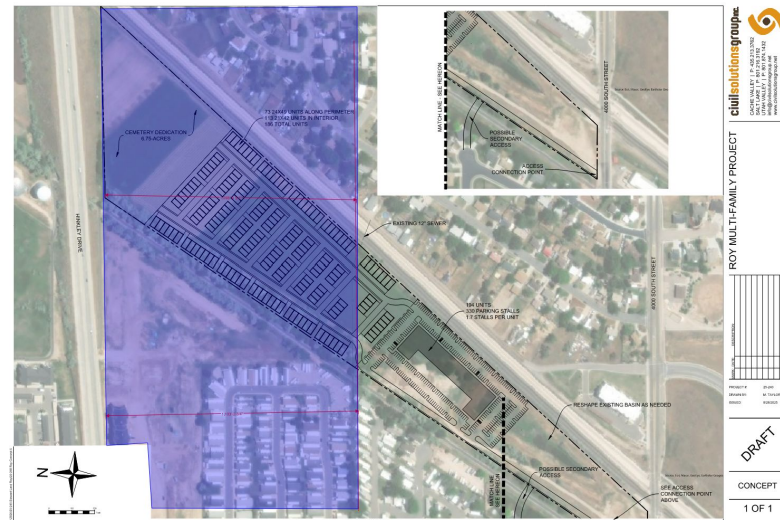


STEWARD

Height for General Stoop Buildings shall be 60' throughout the project.

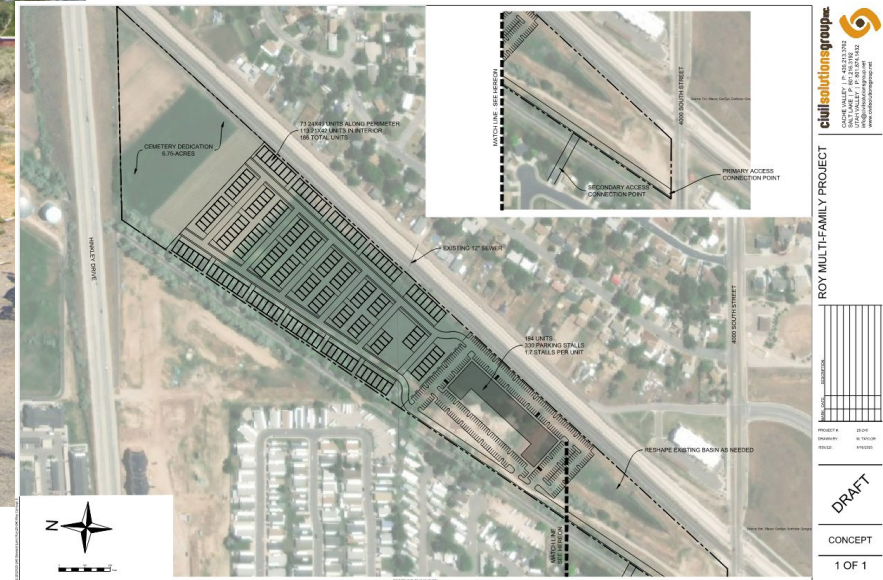
- This could potentially be a 10' variance for portions of the apartments that are more than 1100' from Hinckley Drive.
- This Gives us Flexibility in Site Planning and Architectural Design.

GENERAL STOOP		PERMITTED DISTRICTS					
		DT-E	DT-W	DT-G	S-C	S-N	E
	(1) Building Siting (refer to figure 3.4 (1))						
	Multiple Principal Buildings	permitted	permitted	permitted	permitted	permitted	permitted
a	Front Property Line Coverage	80% ^{1,2}	80% ^{1,2}	70% ^{1,2}	80% ^{1,2}	70% ^{1,2}	80% ^{1,2}
	Occupation of Corner	required	required	required	required	required	required
b	Front build-to-Zone	0' to 15' ³	0' to 15' ³	0' to 15' ³	10' minimum	10' minimum	0' to 15'
c	Corner Build-to-Zone	0' to 15' ³	0' to 15' ³	0' to 15' ³	10' minimum	10' minimum	0' to 15'
d	Minimum Side Yard Setback	0' ⁴	0' ⁴	0' ⁴	5' ⁴	5' ⁴	5'
e	Minimum Rear Yard Setback	0' ⁴	0' ⁴	0' ⁴	5' ⁴	5' ⁴	5'
f	Minimum Lot Width	none					
	Maximum Lot Width	none					
g	Parking & Loading Location	rear & side yard ²					
	(2) Height (refer to figure 3.4 (2))						
j	Minimum Overall Height	1 story					
k	Maximum Overall Height	10 stories ⁵	6 stories	4 stories	60' ^{6,7}	50' ^{6,8}	80'
	Ground Story: Minimum Height	9'	9'	9'	NA	NA	NA
	Maximum Height	14'	18'	18'			
	Upper Stories: Minimum Height	9'	9'	9'	NA	NA	NA
	8 - 1100' south of Hinckley Drive the Maximum Height is 50'						



From Blighted Basin to Beautiful New Community

- **Site:** Current detention basin, underutilized city asset
- **Plan:** ~200 townhomes + 200 apartments (~200 units)
- **TOD Focus:** Walkable, transit-friendly neighborhood near [specific transit hub]
- **Our Commitment:** Redesign and maintain basin at no cost to city



What to Expect...

- Townhomes:



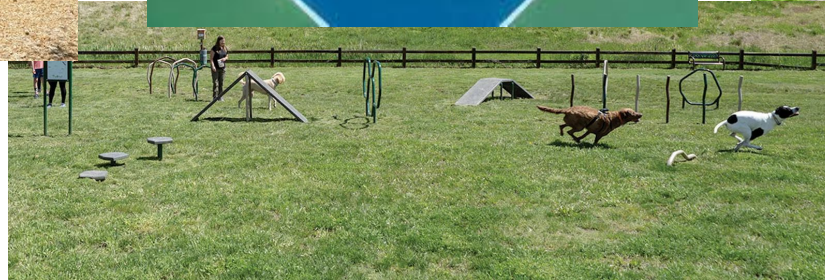
What to Expect...

- Apartments:



What to Expect...

- **Potential Amenities:**
 - **Landscaped Basin**
 - **Trail**
 - **Pocket Park**
 - **Dog Park**
 - **Pickle Ball Court**



We've Done This Before...

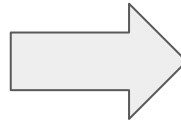
Wasatch View Apartments ■ 5785 Wasatch Dr, South Ogden, UT 84403

Before

- Eyesore
- Maintenance Issues
- Trespassers

After

- Beautiful Project
- No Maintenance
- Attainable Housing
 - ...in line with City's Goals.



Benefits to the City

Economics

- **Tax Revenue:** New homes and residents increase property taxes
- **Job Creation:** Construction jobs + long-term opportunities
- **Local Business Growth:** More residents support shops, dining



Building a Thriving Community

- **Housing Solutions:** ~400 units for families, young professionals
- **TOD Amenities:** Green spaces, pedestrian paths, transit access
- **Sustainability:** Reduces traffic, supports eco-friendly living

A Win-Win Partnership

- **Maintenance Savings:** We fully fund and manage new basin
- **Alignment:** Supports Roy's pro-development vision
- **Cemetery Option:** Dedicated land for future city cemetery at no cost

Proactively Addressing Potential Concerns

- **High Impact:** Unique Location - Isolated - Large enough to create its own community, but isolated enough to not alter the fabric of adjacent communities.
- **Traffic:** Currently conducting thorough traffic studies in cooperation with Roy City engineer and consultant.
- **Fire Access:** Have worked closely with Fire Marshal and have obtained additional access points.
- **Environment:** Eco-friendly basin design, stormwater management
- **Community Input:** We Will Continue to Engage with the Neighbors
- **Compliance:** Will meet all zoning and regulatory standards



Next Steps

- Approve Land Transfer Agreement
- Approve Development Agreement



...Questions?



Ordinance 25-16

AN ORDINANCE OF ROY CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT FOR A RESIDENTIAL DEVELOPMENT WITHIN THE STATION AREA PLAN LOCATED AT APPROXIMATELY 2400 WEST 4000 SOUTH; AND PROVIDING FOR AN EFFECTIVE DATE

SECTION I – RECITALS

WHEREAS, the City Council finds that the planning commission has caused to be prepared and has recommended to the City Council a Development Agreement (the “Agreement”) for a Residential Development located at approximately 2400 West 4000 South within Roy City and has recommended approval of the Development Agreement; and

WHEREAS, the City Council finds that the Agreement has been subjected to the required public hearing prior to its adoption; and

WHEREAS, the City Council finds that under Utah Code Ann. §10-9a-305(8)(a) and §10-9a-509, the City Council may lawfully adopt development plans and schedules by ordinance after being reviewed and receiving a recommendation by the Planning Commission; and

WHEREAS, upon petition, the City Council determines it to be in the best interest of the City to adopt the proposed Agreement; and

WHEREAS, the City Council finds that such an agreement follows the City’s General Plan; and

WHEREAS, the City Council finds that approving the Agreement as set forth in this Ordinance will comply with Utah Code requirements and will promote the public health, safety, convenience, and general welfare of the citizens of Roy;

NOW THEREFORE, be it ordained by the Roy City Council that:

The Development Agreement, complete with all exhibits, by and between the City of Roy and Steward Land Co. for a residential development within the Station Area Plan located approximately at 2400 West 4000 South, Roy, UT, attached as Attachment “A”, and fully incorporated herein by this reference, is approved and adopted.

The foregoing recitals are fully incorporated herein.

SECTION II – REPEALER OF CONFLICTING ENACTMENTS

If any ordinances, resolutions, policies or zoning maps of Roy City heretofore adopted are inconsistent herewith they are hereby amended to comply with the provisions hereof. If they cannot be amended to comply with the provisions hereof, they are hereby repealed.

SECTION III – PRIOR ORDINANCES AND RESOLUTIONS

The body and substance of all prior Ordinances and Resolutions, with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and adopted.

SECTION IV – SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION V – DATE OF EFFECT

BE IT FURTHER ORDAINED this Ordinance will become effective on the 18th day of November, 2025, and after publication or posting as required by law.

ADOPTED AND PASSED by the Roy City Council this 18th of November, 2025

Robert Dandoy
Mayor

ATTEST:

Brittany Fowers
City Recorder

Voting:

Councilmember Ann Jackson _____

Councilmember Sophie Paul _____

Councilmember Randy Scadden _____

Councilmember Diane Wilson _____

Councilmember Bryon Saxton _____

EXHIBIT A

After recording, please send to:

Roy City Corporation
Attn: City Recorder
2419 W 5175 S
Roy, UT 84067

Affected Parcel No(s): 080070033, 080070026, 080220044, and 080220018

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is between Roy City Corporation, a Utah municipal corporation (“City”) and Steward Land Company (“Applicant”).

RECITALS

WHEREAS, the Applicant has rights to certain real property identified as Weber County Assessor Parcel Number(s): 080070033, 080070026, 080220044, and 080220018, which is specifically described in the attached **Exhibit C** (“Property”); and

WHEREAS, the Property is subject to the planning and land use ordinances of the City and is approximately located at 2400 W 4000 S, Roy, UT; and

WHEREAS, the Applicant desires to develop and use the Property in accordance with the diagram shown in **Exhibit A** (“Diagram”); and

WHEREAS, in furtherance of the Applicant’s desire to develop and use the Property, the Applicant has requested that the attached diagram (Exhibit A) of density in specific location, size and shape on the Property be approved; and

WHEREAS, The allowed maximum building heights per zone as stated in this Agreement be approved,

WHEREAS, the Roy City Council (“City Council”), acting pursuant to its authority under Utah Code § 10-9a-102(2) *et seq.*, as amended, and the City’s adopted ordinances (“City Code”), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to exercise its legislative discretion to enter into this Agreement for the purpose of regulating the development the Property pursuant to the terms contained herein and the underlying rezone regulations; and

WHEREAS, this Agreement shall only be valid upon approval of such by the City Council and pursuant to Ordinance No. 25-16; and

WHEREAS, the City and the Applicant acknowledge that the terms of this Agreement shall be enforceable, and the rights of the Applicant relative to the Property shall vest only if the City Council, in its sole legislative discretion, signs the Agreement.

NOW, THEREFORE, the parties agree as follows:

TERMS

1. **Recitals; Definitions.** The recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.

2. **Enforceability.** The City and the Applicant acknowledge that the terms of this Agreement shall be enforceable, and the rights of Applicant relative to the Property shall vest, only if the City Council, in its sole legislative discretion, executes this agreement the Property.

3. **Effective Date.** This Agreement is effective on the date the last party executes this Agreement as indicated by the date stated under that party's signature line (the "Effective Date").

4. **Conflicting Terms.** The Property shall be used and developed in accordance with the requirements and benefits of this Agreement and the Zone as of the Effective Date. If there is a discrepancy between the requirements of City Code, including the Zone, and this Agreement, this Agreement shall control.

5. **Applicant Obligations.**

A. Concept Plan. The Applicant shall develop and use the Property in accordance with the Concept Plan.

B. Uses. Intentionally omitted.

C. Development Standards. Intentionally omitted.

D. Design Standards. Intentionally omitted.

E. Landscaping. Intentionally omitted.

F. Compliance with City Code Zone. The Property will comply with the Zone, except where requirements are modified by this Agreement.

6. **Minor Changes.** The Planning Department, after conferring with the City Manager, may approve minor modifications to the Applicant Obligations in Section 5 which are necessary or advantageous in facilitating more desirable function and aesthetics of the Property.

7. **City Obligations.** The City shall review development applications with respect to the Property in a timely manner, consistent with the City's routine development review practices and in accordance with all applicable laws and regulations. The city agrees that the following elements of the future development are vested:

A. The Max. Height for Row Buildings throughout the project shall be 60' and the Max. Height for General Stoop Buildings shall be 60.'

B. The General uses and densities for the proposed project will follow the diagram in Exhibit A.

C. The access points and emergency access point as shown in Exhibit B are approved.

8. Vested Rights and Reserved Legislative Powers.

A. Vested Rights. Consistent with the terms and conditions of this Agreement, the City agrees Applicant has the vested right to develop and construct the Property during the term of this Agreement in accordance with: (i) the Zone designation; (ii) the City Code in effect as of the Effective Date; and (iii) the terms of this Agreement.

B. Reserved Legislative Powers. The Applicant acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding, the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Applicant under this Agreement and with respect to use under the zoning designations as referenced in this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Property shall be of general application to all development activity in City and Weber County; and, unless in good faith City declares an emergency, Applicant shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine.

9. **Term.** This Agreement shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the parties mutually agree to extend the term, this Agreement shall not extend further than a period of ten (10) years from its date of recordation in the official records of the Weber County Recorder's Office.

10. Limitation of Remedies.

A. Exclusive Remedy. Notwithstanding any other provision in this Agreement, the parties hereby agree that the sole and exclusive remedy for any breach or violation of this Development Agreement shall be limited to those remedies provided under the Land Use Development and Management Act (LUDMA), Utah Code Ann. § 10-9a-101 et seq. , as amended from time to time.

B. Waiver of Contract Claims. The parties expressly waive any right to pursue a breach of contract claim or any other common law remedy not specifically authorized by LUDMA in connection with this Agreement.

C. Acknowledgment. The parties acknowledge that they have read and understand this limitation of remedies provision and have voluntarily agreed to its terms after consultation with legal counsel or having had the opportunity to consult with legal counsel.

11. Contingency of Transfer.

A. Any transfer of property, both City Property and Applicant Property, is contingent upon the following conditions:

- i. Approval of this Agreement and the associated Development Agreement by the Roy City Council; and
- ii. A second Access to City Property through either an access agreement with the Utah Transit Authority or access approved by the City Engineer; and
- iii. Applicant's Storm Water Management System must be constructed to City standards and inspected and approved by City.

12. General Provisions.

A. Notices. All Notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the following addresses or to such other addresses as either party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least ten days before the date on which the change is to become effective:

If to City: Roy City Corporation
Attn: City Recorder
2419 W 5175 S
Roy, UT 84067

If to Applicant: Steward Land Company
Attn: Brad Brown
2444 Washington Blvd Ste 204
Ogden, UT 84401

B. Mailing Effective. Notices given by mail shall be deemed delivered

seventy-two hours following deposit with the U.S. Postal Service in the manner set forth above.

C. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

D. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision this Agreement.

E. Authority. The parties to this Agreement represent that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Applicant represents and warrants that it is fully formed and validly existing under the laws of the State of Utah and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Applicant and City warrant to each other that the individuals executing this Agreement on behalf of their respective party are authorized and empowered to bind the party on whose behalf each individual is signing. Applicant represents to City that by entering into this Agreement, the Applicant has bound all persons and entities having a legal or equitable interest to the terms of this Agreement as of the Effective Date.

F. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein, and all regulatory approvals given by the City for the Property contain the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements, or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.

G. Amendment. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties or by their successors-in-interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Weber County Recorder's Office.

H. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Applicant's ability to complete the development of the Property as set forth in the Concept Plan is not defeated by such severance.

I. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. The parties shall agree that the

venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Weber County, Utah. The parties hereby expressly waive any right to object to such choice of law or venue.

J. Attorney's Fees and Costs. If either party brings legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

K. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors in interest, and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

L. No Third Party Rights. The obligations of Applicant and City set forth in this Agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein.

M. Assignment. The Applicant may not assign or transfer this Agreement without prior written consent of the City.

N. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

To evidence the parties' agreement to this Agreement, each party has executed it on the date stated under that party's name.

[SIGNATURE PAGE FOLLOWS]

Roy City Corporation

Approved as to form:

Signature: _____

By: _____

Legal Department/Office

Its: _____

Date: _____

State of _____)

County of _____) §

On this ____ day of _____, 20____, before me personally came _____
_____ (*name of document signer*), whose identity is personally known to me (or proven on the
basis of satisfactory evidence) and who duly sworn/affirmed to me that he/she is the Mayor of
_____ (*city*) and said he/she has the authority of said city to sign this
instrument and said city executed the same.

Notary Public

(*seal*)

APPLICANT STEWART LAND CO.

Signature: _____

By: _____

Its: _____

Date: _____

Personal Acknowledgment

State of _____)

County of _____) §

On this ____ day of _____, 20____, before me personally came _____
_____ (*name of document signer*), whose identity is personally known to me (or proven on the
basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to this instrument, and
acknowledged he/she/they executed the same.

Notary Public

(*seal*)

Corporate/Trust/Entity Acknowledgement

State of _____)

County of _____) §

On this ____ day of _____, 20____, before me personally came _____
_____ (*name of document signer*), whose identity is personally known to me (or proven on the
basis of satisfactory evidence) and who duly sworn/affirmed to me that he/she is the
_____ (*title of office*) of _____ (*name of*
corporation/trust/entity) and said he/she has the authority of said corporation/trust/entity to sign this
instrument and said corporation/trust/entity executed the same.

Notary Public

(*seal*)

Preliminary Plat

A Part Of The South 1/3 Of Section 8, Township 5 North, Range 2 East, Salt Lake Base And Meridian Key City, Weber County, Utah

Potential Cemetery
Approx. 6 AC

Townhomes
200+ Units
Approx. 11.37 AC

Apartments
200+ Units
Approx. 11.86 AC

Scale = 1" = 200'

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EXHIBIT B

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EXHIBIT C

Parcel 08-022-0044

BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF 4000 SOUTH STREET AND THE EAST LINE OF THE DENVER & RIO GRANDE WESTERN RAILROAD RIGHT OF WAY, SAID POINT BEING SOUTH 89°53'27" EAST 1784.48 FEET AND NORTH 0°06'33" EAST 33.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 2, AND RUNNING THENCE NORTH 34°21'21" EAST ALONG THE EASTERLY LINE OF SAID RAILROAD RIGHT OF WAY, 1602.22 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, THENCE SOUTH 0°25'33" WEST ALONG SAID QUARTER SECTION LINE, 616.03 FEET, TO THE WESTERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, THENCE SOUTH 43°00'33" WEST ALONG SAID RAILROAD RIGHT OF WAY, 41.41 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF ROY CITY PROPERTY, THENCE WESTERLY, SOUTHERLY & EASTERLY ALONG SAID ROY CITY PROPERTY THE FOLLOWING THREE (3) COURSES AND DISTANCES: NORTH 46°56'44" WEST 260.50 FEET, SOUTH 31°23'57" WEST 766.62 FEET AND SOUTH 89°53'29" EAST 145.00 FEET, TO THE WESTERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY; THENCE SOUTH 43°00'33" WEST, ALONG SAID RAILROAD RIGHT OF WAY, 273.62 FEET, TO THE NORTH LINE OF 4000 SOUTH STREET; THENCE NORTH 89°53'27" WEST ALONG SAID NORTH LINE 239.96 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM: A PARCEL OF LAND IN FEE FOR THE "WEBER COUNTY TO SALT LAKE COMMUTER RAIL", A UTAH TRANSIT AUTHORITY PROJECT, BEING PART OF THE GRANTORS PROPERTY DEFINED IN THAT CERTAIN WARRANTY DEED, RECORDED NOVEMBER 14, 2002, AS ENTRY 1889296, BOOK 2285, PAGE 1372, SITUATE IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE OREGON SHORT LINE RAILROAD, SAID POINT BEING SOUTH 89°51'48" WEST 635.05 FEET ALONG THE SECTION LINE AND NORTH 00°00'00" WEST 42.17 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 2, THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE 65.99 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 8644.40 FEET, THROUGH A CENTRAL ANGLE OF 00°26'15" (LONG CHORD= NORTH 40°17'48" EAST 65.99 FEET) THENCE SOUTH 85°15'11" WEST 12.18 FEET, THENCE SOUTH 35°26'57" WEST 30.11 FEET, THENCE SOUTH 27°48'41" WEST 28.04 FEET TO THE POINT OF BEGINNING. (E# 2137319)

Parcel 08-022-0018

PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE EAST LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD RIGHT-

OF-WAY, SAID POINT BEING NORTH 89°48' EAST 2024.45 FEET AND NORTH 0°12' WEST 33 FEET AND NORTH 42°42' EAST 273.62 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 2, RUNNING THENCE NORTH 42°42' EAST 652.00 FEET, THENCE NORTH 47°15' WEST 260.50 FEET, THENCE SOUTH 31°05'24" WEST 766.26 FEET, THENCE NORTH 89°48' EAST 145 FEET TO THE POINT OF BEGINNING. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AND UTILITIES UPON THE FOLLOWING DESCRIBED PORTION THEREOF: PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE NORTH LINE OF 4000 SOUTH STREET AND THE WEST LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY SOUTH 89°48' WEST 684.28 FEET AND NORTH 42°42' EAST 45.04 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 2, RUNNING THENCE SOUTH 89°48' WEST 81.90 FEET, THENCE NORTH 42°42' EAST 273.62 FEET TO THE HOLDING POND PROPERTY, THENCE NORTH 89°48' EAST 81.90 FEET TO THE SAID WEST LINE OF THE RAILROAD PROPERTY, THENCE SOUTH 42°42' WEST 273.62 FEET ALONG SAID RAILROAD-RIGHT-OF-WAY TO THE NORTH LINE OF 4000 SOUTH. ALSO: TOGETHER WITH A UTILITY EASEMENT FOR INGRESS, EGRESS AND UTILITIES UPON THE FOLLOWING DESCRIBED PORTION THEREOF; A 20 FOOT WIDE PIPELINE EASEMENT BEING 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER-LINE: PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD SOUTH 89°48' WEST 684.28 FEET AND NORTH 42°42' EAST 305.01 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 2, RUNNING THENCE SOUTH 89°48' WEST 190 FEET, THENCE NORTH 56°05' WEST 85 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE D & RGW RAILROAD. ALSO TOGETHER WITH AN EASEMENT 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SECTION LINE SOUTH 89°45'47" WEST 814.02 FEET, RUNNING THENCE NORTH 69°39'52" EAST 137.86 FEET, THENCE NORTH 38°04'52" EAST 238.15 FEET. (1444-387).

Parcel 08-007-0026

PART OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U S SURVEY: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID QUARTER SECTION AND THE EASTERLY RIGHT OF WAY LINE OF THE O.S.L.R.R.(OLD U.C.R.R.) RUNNING THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY TO THE WEST LINE OF SAID QUARTER SECTION; THENCE SOUTH 290 FEET, MORE OR LESS, TO THE WESTERLY RIGHT OF WAY LINE OF THE O.S.L.R.R.; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY TO A POINT EAST OF BEGINNING; THENCE WEST TO BEGINNING. EXCEPTING THEREFROM THE FOLLOWING: A PARCEL OF LAND IN FEE FOR A 25.00-FOOT WIDE PUBLIC ACCESS ROAD (UNDERPASS) INCIDENT TO THE EXTENSION AND WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 79 KNOWN AS PROJECT NO. STP-0079(2)0, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SOUTHEAST ¼ NORTHEAST 1/4 AND THE NORTHEAST 1/4 SOUTHEAST 1/4 OF SECTION 2, IN TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN. THE

BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING IN THE NORTHWESTERLY RAILROAD RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY, AT A POINT 90.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE SR-79 CENTERLINE OF SAID PROJECT AT ENGINEER STATION 131+11.34. SAID POINT OF BEGINNING IS 845.94 FEET NORTH 89°53'11" WEST ALONG THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 2 AND 76.26 FEET NORTH 0°06'49" EAST FROM THE EAST QUARTER CORNER OF SAID SECTION 2; AND RUNNING THENCE NORTH 51°34'14" WEST 25.08 FEET; THENCE SOUTH 43°00'06" WEST 396.01 FEET TO A POINT 163.15 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID PROJECT CENTERLINE AT ENGINEER STATION 128+03.20; THENCE NORTH 89°03'43" E 34.72 FEET TO SAID NORTHWESTERLY RAILROAD RIGHT OF WAY LINE; THENCE NORTH 43°00'06" EAST 373.91 FEET ALONG SAID NORTHWESTERLY RAILROAD RIGHT OF WAY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 9,624 SQUARE FEET IN AREA OR 0.22 ACRE(E#2416024) ALSO: A PARCEL OF LAND IN FEE FOR THE EXTENSION AND WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 79 KNOWN AS PROJECT NO. STP-0079(2)0, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SOUTH 1/2 NORTHEAST 1/4 AND THE NORTH 1/2 SOUTHEAST 1/4 OF SECTION 2, IN TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT BEING 106.92 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE SR-79 CENTERLINE OF SAID PROJECT AT ENGINEER STATION 130+92.83. SAID POINT OF BEGINNING IS 865.62 FEET NORTH 80°53'11" WEST ALONG THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 2 AND 91.81 FEET NORTH 0°06'49" EAST FROM THE EAST QUARTER CORNER OF SAID SECTION 2; AND RUNNING THENCE NORTH 51°34'14" WEST 137.96 FEET; THENCE SOUTH 82°41'04" WEST 605.69 FEET TO THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE SOUTHWESTERLY 131.95 FEET ALONG THE ARC OF A 5,978.69-FOOT RADIUS CURVE TO THE LEFT, TO SAID QUARTER SECTION LINE (NOTE: CHORD TO SAID CURVE BEARS SOUTH 41°28'51" WEST FOR A DISTANCE OF 131.95 FEET); THENCE SOUTH 89°53'11" EAST 66.19 FEET ALONG SAID QUARTER SECTION LINE TO THE SOUTHEASTERLY RAILROAD RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY; THENCE SOUTHWESTERLY 273.50 FEET ALONG SAID SOUTHEASTERLY RAILROAD RIGHT OF WAY LINE, ALONG THE ARC OF A 5,928.69-FOOT RADIUS CURVE TO THE LEFT (NOTE: CHORD TO SAID CURVE BEARS SOUTH 39°56'40" WEST FOR A DISTANCE OF 273.47 FEET) TO A POINT 129.20 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID PROJECT CENTERLINE AT ENGINEER STATION 121+68.49; THENCE NORTH 89°03'43" EAST 635.62 FEET; THENCE NORTH 43°00'06" EAST 396.01 FEET ALONG A LINE PARALLEL TO AND 25.00 FEET DISTANT NORTHWESTERLY FROM THE NORTHWESTERLY RAILROAD RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 227.917 SQUARE FEET IN AREA OR 5.23 ACRES. TO ENABLE THE UTAH DEPARTMENT OF TRANSPORTATION TO CONSTRUCT AND MAINTAIN A PUBLIC HIGHWAY AS AN EXPRESSWAY, AS

CONTEMPLATED BY TITLE 72, CHAPTER 6, SECTION 117, UTAH CODE ANNOTATED, 1998, AS AMENDED, THE OWNERS OF SAID ENTIRE TRACT OF PROPERTY HEREBY RELEASE AND RELINQUISH TO SAID UTAH DEPARTMENT OF TRANSPORTATION ANY AND ALL RIGHTS APPURTENANT TO THE REMAINING PROPERTY OF SAID OWNERS BY REASON OF THE LOCATION THEREOF WITH REVERENCE TO SAID HIGHWAY, INCLUDING, WITHOUT LIMITING THE FOREGOING, ALL RIGHTS OF INGRESS TO OR EGRESS FROM SAID OWNER'S REMAINING PROPERTY CONTIGUOUS TO THE LANDS HEREBY CONVEYED TO OR FROM SAID HIGHWAY. (E#2416025)

Parcel 08-007-0033

PART OF THE NORTH 1/2 OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S.SURVEY: BEGINNING AT A POINT ON THE SOUTH LINE OF 3300 SOUTH STREET AT A POINT 33 FEET SOUTH AND 800 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION, TOWNSHIP AND RANGE, AFORESAID, RUNNING THENCE SOUTH 290 FEET; THENCE EAST 150 FEET, THENCE NORTH 290 FEET, THENCE WEST 150 FEET TO THE PLACE OF BEGINNING.

REAL ESTATE EXCHANGE AND PURCHASE AGREEMENT

THIS REAL ESTATE EXCHANGE AND PURCHASE AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2025 (the “Effective Date”), by and between Steward Land Co., a Utah corporation (the “Applicant”), and Roy City, a Utah municipal corporation (the “City”). Throughout this Agreement, the Applicant and the City may be referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

- A. WHEREAS, Applicant is the legal title holder to parcels of property referred to as Parcel No’s. 08-007-0026 and 08-007-0033 as more particularly depicted on ***Exhibit A*** attached hereto and incorporated herein by this reference (the “Applicant Property”).
- B. WHEREAS, the City presently holds legal title to parcel 08-022-0044 and 08-022-0018 as more particularly depicted on ***Exhibit B*** attached hereto and incorporated herein by this reference (the “City Property”), which is adjacent to the western edge of the Applicant Property as depicted in Exhibit A.
- C. WHEREAS, the City desires to obtain a parcel of property from Applicant, which has potential for future city uses.
- D. WHEREAS, the Applicant desires to obtain a parcel of property from the City to aid in Applicant’s proposed development.
- E. WHEREAS, the Parties have negotiated, discussing various terms, and desire to create one final expression of the agreed upon terms of these transactions.

AGREEMENT

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Transfer of City Property. In consideration of the City’s obligations under this Agreement, the Parties hereby agree to have the City transfer and convey title to the City Property to the Applicant. The transfer of the City Property shall be made via a Special Warranty Deed in the form attached hereto as ***Exhibit C***.
- 2. Transfer of Applicant Property. In consideration of the Applicant’s obligations under this Agreement, the Parties agree to have the Applicant transfer and convey title to the Applicant Property to the City. The transfer of the Applicant Property shall be made via Special Warranty Deed in the form attached hereto as ***Exhibit D***.
- 3. Consideration. As consideration for the City Property, the Applicant agrees to

transfer the Applicant Property to the City, and the City agrees to transfer the City Property to Applicant (the “Intangible Consideration”).

4. Reverter Interests. If Applicant does not begin construction on the City Property within 12 months from the date of closing or 15 months after the execution of this Agreement, ownership of the City Property shall automatically revert to the City, or their successors in interest, and the Applicant Property shall automatically revert to the Applicant, or their successors in interest. This reversion shall occur without the need for any further action or legal proceedings by the original owners, and title to the property shall immediately vest in the original owners or their successors upon the expiration of the twelve-month period without commencement of construction.

5. Title Insurance. The Applicant, at their sole cost and expense shall obtain an owner’s policy of title insurance for the City Property.

6. Representations and Warranties of the Applicant. The Applicant hereby makes the following representations and warranties to the City:

a. Authority. The Applicant has all requisite power and authority to enter into and to perform the terms of this Agreement. The Applicant has taken all action required by law, Steward Land Co.’s articles of organization, operating agreement or otherwise to authorize the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly and validly authorized, executed and delivered by the Applicant and no other company or individual action is necessary. The person signing this Agreement on behalf of Steward Land Co. is authorized to do so.

b. Binding Obligations. This Agreement and all other documents delivered by the Applicant to the City have been and will be duly authorized, executed and delivered by Steward Land Co. and constitute legal, valid and binding obligations of the Applicant (assuming the same constitute legal, valid binding obligations of the City).

c. Foreign Persons. The Applicant is not a “foreign person,” as that term is defined in Section 1445 of the U.S. Internal Revenue Code of 1986, as amended.

d. No Warranties from the City. The Applicant acknowledges that the City has made no warranties, representations or guarantees regarding the City Property, the condition of the City Property or the fitness of the City Property for any particular use or purpose, except for the warranties expressly made in this Agreement.

The representations and warranties of the Applicant made in this Section shall survive termination or consummation of the transaction contemplated by this Agreement.

7. City’s Representations and Warranties. The City hereby makes the following representations and warranties to the Applicant:

a. Authority. The City has all requisite power and authority to enter into and to perform the terms of this Agreement.

b. Binding Obligations. This Agreement and all other documents delivered by the City to the Applicant have been and will be duly authorized, executed and delivered by the City and constitute legal, valid and binding obligations of the City (assuming the same constitute legal, valid binding obligations of the Applicant).

c. Title to City Property. The City has good and marketable title to the City Property. Upon the Close of Escrow, the City Property will not be subject to any mortgage, pledge, lien, security interest, encumbrance, restriction, variance, charge or limitation of any kind.

d. Litigation. The City is not involved in, nor is the City aware of, any proceeding or threatened litigation, administrative or governmental proceeding or investigation, or pending or threatened condemnation or eminent domain proceeding, relating to or otherwise affecting the City Property.

e. Mechanics' Liens. There are no unsatisfied mechanics' or materialman's lien rights concerning the City Property.

f. Condition of City Property; No Warranties. EXCEPT AS OTHERWISE SET FORTH HEREIN, THE CITY MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE CONDITION OF THE CITY PROPERTY OR ITS SUITABILITY FOR THE APPLICANTS' DESIRED USES.

The representations and warranties of the City made in this Section shall survive termination or consummation of the transaction contemplated by this Agreement.

8. Closing. The Escrow is to close ("Close of Escrow" or "Closing") at a date and time mutually acceptable to the Parties, provided that the Closing shall be no later than 120 days after the date of execution of this Agreement unless the Parties agree in writing to an extension of time. Title and ownership of the City Property shall transfer from the City to the Applicant, at Closing. The Parties shall deliver the following, at Closing:

a. By the Applicant. The Applicant shall deliver a special warranty deed conveying title to the Applicant Property to City.

b. By the City. The City shall deliver a special warranty deed conveying title to the City Property to Steward Land Co.

The Applicant and the City shall each pay one half of customary closing costs as is normal in Weber County, Utah, except that the Applicant shall be responsible to pay for one hundred percent (100%) of the costs of any owner's policy of title insurance for the City Property. At the Close of Escrow, each of the Parties shall deliver to the Escrow Company such sums, instruments and documents as are required by this Agreement and each Party

shall do all of the things reasonably necessary to close this transactions and carry out the purpose and intent of this Agreement. Taxes, insurance, rents and any other charges of a like kind or nature relating to the subject parcels of property shall be prorated as of the date of the Close of Escrow.

9. Conditions to Applicant's Obligations to Close. The Applicants' obligation to consummate the transactions to be performed in connection with the Closing is subject to satisfaction of the following conditions:

a. The representations and warranties set forth in Section 8 above shall be true and correct in all material respects at and as of the Closing of Escrow, except to the extent that such representations and warranties are qualified by the term "material," in which case such representations and warranties (as so written, including the term "material") shall be true and correct in all respects at and as of the Closing of Escrow;

b. The City shall have performed and complied with all of its covenants hereunder in all material respects through the Closing, except to the extent that such covenants are qualified by the term "material," in which case the City shall have performed and complied with all of such covenants (as so written, including the term "material") in all respects through the Closing; and

c. All actions to be taken by the City in connection with consummation of the transactions contemplated hereby and all certificates, instruments, and other documents required to affect the transactions contemplated hereby shall be satisfactory in form and substance to Applicant.

The Applicant may waive any condition specified in this Section 10 if it executes a writing so stating at or prior to the Closing.

10. Conditions to the City's Obligations to Close. The City's obligation to consummate the transactions to be performed in connection with the Closing is subject to satisfaction of the following conditions:

a. The representations and warranties set forth in Section 7 above shall be true and correct in all material respects at and as of the Closing of Escrow, except to the extent that such representations and warranties are qualified by the term "material," in which case such representations and warranties (as so written, including the term "material") shall be true and correct in all respects at and as of the Closing of Escrow;

b. The Applicant shall have performed and complied with all of its covenants hereunder in all material respects through the Closing, except to the extent that such covenants are qualified by the term "material," in which case the Applicant should have performed and complied with all of such covenants (as so written, including the term "material") in all respects through the Closing;

- c. All actions to be taken by the Applicant in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to affect the transactions contemplated hereby will be satisfactory in form and substance to the City.

The City may waive any condition specified in this Section 11 if it executes a writing so stating at or prior to the Closing.

11. Contingency of Transfer. Any transfer of property, both City Property and Applicant Property, is contingent upon the following conditions:

- a. Approval of this Agreement and the associated Development Agreement by the Roy City Council; and
- b. A second Access to City Property through either an access agreement with the Utah Transit Authority or access approved by the City Engineer; and
- c. Any modifications to the Storm Water Management System must be planned and constructed to City standards and inspected and approved by City.

12. Risk of Loss. All risk of loss and destruction of the City Property and expenses of insurance shall be borne by the City until the Close of Escrow, except as otherwise specified herein.

13. Escrow Instructions. Unless otherwise provided for herein, this Agreement shall constitute the instructions to Escrow Company. In the event Escrow Company utilizes its own standard pre- printed escrow instructions (the "Escrow Instructions") the Parties shall promptly execute the same after preparation. The Parties expressly acknowledge that the Escrow Instructions shall not supersede, modify or amend any of the terms of this Agreement, and in the event of any conflict of ambiguity between any of the terms of this Agreement and those of the Escrow Instructions, the terms of this Agreement shall in all instances govern and control. Notwithstanding the preceding sentences, the failure of any Party to execute the Escrow Instructions shall not invalidate this Agreement or affect the duties, obligations or responsibilities of the Parties hereunder.

14. Notices. All notices required hereunder shall be in writing and shall be delivered personally to the person for whom intended or sent by: (a) registered or certified U.S. Mail, postage prepaid, return receipt requested; or (b) a nationally recognized courier service; or (c) fax or email transmission, addressed to the persons for whom intended at the respective addresses noted below or such other addresses as they may theretofore have specified by like notice:

To Applicant: Steward Land Co.
 Attn. Brad Brown
 2444 Washington Blvd

Ogden, UT 84401

To the City: Roy City.
Attn: City Recorder
5051 South 1900 West
Roy, Utah 84067

Notices given in the foregoing manner shall be deemed properly served or given: (i) upon receipt if by hand delivery; (ii) on the third business day (excluding Saturday, Sunday and legal holidays) after the date so mailed; (iii) on the second business day (excluding Saturday, Sunday and legal holidays) after the date sent by nationally recognized courier service; or (iv) on the date of receipt if sent by fax or email, but only if both (a) confirmed by answer-back or read receipt, and (b) confirmed by sending a copy of the notice by U.S. mail promptly after transmission of the fax or email.

15. No Broker. The City and the Applicant separately represent and warrant that there are no brokers involved in the transactions and that no commissions shall be paid as the result of the Parties consummating the transactions contemplated by this Agreement. The Parties further agreed to indemnify defend and hold the other Party harmless from any claims or causes of action relating to real estate broker or agent fees and commissions claim to be owed by a third party as the result of any agreement, written or other otherwise, entered into by one of the Parties that is not disclosed herein.

16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter contained in it and supersedes all prior or contemporaneous agreements, representations and understanding of the Parties and/or their representatives. No waiver of any of the provisions of the Agreement shall be deemed, nor shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No supplement, modification or amendment of the Agreement nor any waiver of any provision shall be binding unless executed in writing by all the Parties.

17. Further Assurances. Each Party agrees that it will without further consideration execute and deliver such other documents and take such other action as may be reasonably requested by the other Party to consummate more effectively the purposes or subject matter of this Agreement. The provisions of this Section shall survive Closing.

18. Assignment. No assignment of this Agreement or a Party's obligations or duties under this Agreement may be made without the written consent of the other Parties to this Agreement.

19. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.

20. Calculation of Time Periods. Unless otherwise specified, in computing any period

of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next business day. The last day of any period of time described herein shall be deemed to end at 5:00 PM Mountain Standard Time.

21. Choice of Law/Venue/Jurisdiction and Attorneys' Fees. The laws of the State of Utah shall apply to the interpretation, construction and enforcement of this Agreement. In the event any legal action is commenced to enforce this Agreement, jurisdiction and venue shall be properly placed in the 2nd District Court, in and for Weber County, State of Utah and not in any federal court. Furthermore, in the event any legal action is commenced to enforce this Agreement, the prevailing Party shall be entitled to recover all costs incurred and reasonable legal fees (including attorney's fees).

22. Counterparts and Facsimile Signatures. This Agreement may be executed by counterpart and facsimile or email signatures. A set of counterparts containing the signatures of all Parties hereto shall have the same effect as a single Agreement containing the original signatures of all Parties.

23. Default. Time is agreed to be of the essence. In the event either Party fails to comply with any of the material terms hereof, then the other Party may declare a default if such failure continues for a period of ten (10) days after the non-complying Party receives written notice specifying the nature thereof; provided, however, in the event such failure cannot, in the exercise of reasonable diligence, reasonably be cured within such ten (10) day period, such failure shall not be considered a default, provided the non-complying Party commences the cure within the ten (10) day period and continues to exercise reasonable diligence to complete the cure. If any default under this Agreement shall occur and the defaulting Party fails to cure the same within the expected curative time period herein provided, the other Party may seek any remedy at law or in equity without notice or demand, including specific performance. No delay or omission of any Party in exercising any remedies or power accruing upon any event of default shall impair any remedies or power or shall be construed to be a waiver of any event of default or any acquiescence therein.

24. Joint Preparation. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

25. Severability. If any provision or term of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such provision or term to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

26. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or business entity other than the Parties and their respective successors and permitted assigns.

27. Headings. The Section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

28. Payment of Expenses. Except as otherwise expressly provided herein, the Applicant, on one hand, and the City, on the other hand, shall bear all of its own expenses (including, without limitation, attorney's fees) incurred in connection with the preparation, negotiation, execution, delivery or performance of the Agreement.

IN WITNESS HEREOF, the undersigned have executed this Agreement as of the Effective Date

THE APPLICANT:

STEWARD LAND CO.
a Utah corporation

Brad Brown, Managing Partner

CITY:

ROY CITY
a Utah municipal corporation

Attest:

Robert Dandoy, Mayor

Brittany Fowers, Roy City Recorder

EXHIBIT A
(To Real Estate Exchange and Purchase Agreement)

Depiction of Applicant Property

[To Be Inserted Prior to Closing]

EXHIBIT B
(To Real Estate Exchange and Purchase Agreement)

Legal Description of City Property

Parcel 08-022-0044

BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF 4000 SOUTH STREET AND THE EAST LINE OF THE DENVER & RIO GRANDE WESTERN RAILROAD RIGHT OF WAY, SAID POINT BEING SOUTH 89°53'27" EAST 1784.48 FEET AND NORTH 0°06'33" EAST 33.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 2, AND RUNNING THENCE NORTH 34°21'21" EAST ALONG THE EASTERLY LINE OF SAID RAILROAD RIGHT OF WAY, 1602.22 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, THENCE SOUTH 0°25'33" WEST ALONG SAID QUARTER SECTION LINE, 616.03 FEET, TO THE WESTERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, THENCE SOUTH 43°00'33" WEST ALONG SAID RAILROAD RIGHT OF WAY, 41.41 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF ROY CITY PROPERTY, THENCE WESTERLY, SOUTHERLY & EASTERLY ALONG SAID ROY CITY PROPERTY THE FOLLOWING THREE (3) COURSES AND DISTANCES: NORTH 46°56'44" WEST 260.50 FEET, SOUTH 31°23'57" WEST 766.62 FEET AND SOUTH 89°53'29" EAST 145.00 FEET, TO THE WESTERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY; THENCE SOUTH 43°00'33" WEST, ALONG SAID RAILROAD RIGHT OF WAY, 273.62 FEET, TO THE NORTH LINE OF 4000 SOUTH STREET; THENCE NORTH 89°53'27" WEST ALONG SAID NORTH LINE 239.96 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM: A PARCEL OF LAND IN FEE FOR THE "WEBER COUNTY TO SALT LAKE COMMUTER RAIL", A UTAH TRANSIT AUTHORITY PROJECT, BEING PART OF THE GRANTORS PROPERTY DEFINED IN THAT CERTAIN WARRANTY DEED, RECORDED NOVEMBER 14, 2002, AS ENTRY 1889296, BOOK 2285, PAGE 1372, SITUATE IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE OREGON SHORT LINE RAILROAD, SAID POINT BEING SOUTH 89°51'48" WEST 635.05 FEET ALONG THE SECTION LINE AND NORTH 00°00'00" WEST 42.17 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 2, THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE 65.99 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 8644.40 FEET, THROUGH A CENTRAL ANGLE OF 00°26'15" (LONG CHORD= NORTH 40°17'48" EAST 65.99 FEET) THENCE SOUTH 85°15'11" WEST 12.18 FEET, THENCE SOUTH 35°26'57" WEST 30.11 FEET, THENCE SOUTH 27°48'41" WEST 28.04 FEET TO THE POINT OF BEGINNING. (E# 2137319)

Parcel 08-022-0018

PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE EAST LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD RIGHT-OF-WAY, SAID POINT BEING NORTH 89°48' EAST 2024.45 FEET AND NORTH 0°12' WEST 33 FEET AND NORTH 42°42' EAST 273.62 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 2, RUNNING THENCE NORTH 42°42' EAST 652.00 FEET, THENCE NORTH 47°15' WEST 260.50 FEET, THENCE SOUTH 31°05'24" WEST 766.26 FEET, THENCE NORTH 89°48' EAST 145 FEET

TO THE POINT OF BEGINNING. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AND UTILITIES UPON THE FOLLOWING DESCRIBED PORTION THEREOF: PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE NORTH LINE OF 4000 SOUTH STREET AND THE WEST LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY SOUTH 89°48' WEST 684.28 FEET AND NORTH 42°42' EAST 45.04 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 2, RUNNING THENCE SOUTH 89°48' WEST 81.90 FEET, THENCE NORTH 42°42' EAST 273.62 FEET TO THE HOLDING POND PROPERTY, THENCE NORTH 89°48' EAST 81.90 FEET TO THE SAID WEST LINE OF THE RAILROAD PROPERTY, THENCE SOUTH 42°42' WEST 273.62 FEET ALONG SAID RAILROAD-RIGHT-OF-WAY TO THE NORTH LINE OF 4000 SOUTH. ALSO: TOGETHER WITH A UTILITY EASEMENT FOR INGRESS, EGRESS AND UTILITIES UPON THE FOLLOWING DESCRIBED PORTION THEREOF; A 20 FOOT WIDE PIPELINE EASEMENT BEING 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER-LINE: PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD SOUTH 89°48' WEST 684.28 FEET AND NORTH 42°42' EAST 305.01 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 2, RUNNING THENCE SOUTH 89°48' WEST 190 FEET, THENCE NORTH 56°05' WEST 85 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE D & RGW RAILROAD. ALSO TOGETHER WITH AN EASEMENT 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SECTION LINE SOUTH 89°45'47" WEST 814.02 FEET, RUNNING THENCE NORTH 69°39'52" EAST 137.86 FEET, THENCE NORTH 38°04'52" EAST 238.15 FEET. (1444-387).

EXHIBIT C
(To Real Estate Exchange and Purchase Agreement)
Special Warranty Deed – City Property

Parcel Identification Numbers: 08-022-0044 and 08-022-0018

On the _____ day of _____, 2025, personally appeared before me Robert Dandoy,

Mayor of Roy City Corporation, the signer of the within instrument, who duly acknowledged to me that he executed the same.

Notary Public

EXHIBIT "1"

TO

SPECIAL WARRANTY DEED

Parcel 08-022-0044

BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF 4000 SOUTH STREET AND THE EAST LINE OF THE DENVER & RIO GRANDE WESTERN RAILROAD RIGHT OF WAY, SAID POINT BEING SOUTH 89°53'27" EAST 1784.48 FEET AND NORTH 0°06'33" EAST 33.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 2, AND RUNNING THENCE NORTH 34°21'21" EAST ALONG THE EASTERLY LINE OF SAID RAILROAD RIGHT OF WAY, 1602.22 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, THENCE SOUTH 0°25'33" WEST ALONG SAID QUARTER SECTION LINE, 616.03 FEET, TO THE WESTERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, THENCE SOUTH 43°00'33" WEST ALONG SAID RAILROAD RIGHT OF WAY, 41.41 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF ROY CITY PROPERTY, THENCE WESTERLY, SOUTHERLY & EASTERLY ALONG SAID ROY CITY PROPERTY THE FOLLOWING THREE (3) COURSES AND DISTANCES: NORTH 46°56'44" WEST 260.50 FEET, SOUTH 31°23'57" WEST 766.62 FEET AND SOUTH 89°53'29" EAST 145.00 FEET, TO THE WESTERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY; THENCE SOUTH 43°00'33" WEST, ALONG SAID RAILROAD RIGHT OF WAY, 273.62 FEET, TO THE NORTH LINE OF 4000 SOUTH STREET; THENCE NORTH 89°53'27" WEST ALONG SAID NORTH LINE 239.96 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM: A PARCEL OF LAND IN FEE FOR THE "WEBER COUNTY TO SALT LAKE COMMUTER RAIL", A UTAH TRANSIT AUTHORITY PROJECT, BEING PART OF THE GRANTORS PROPERTY DEFINED IN THAT CERTAIN WARRANTY DEED, RECORDED NOVEMBER 14, 2002, AS ENTRY 1889296, BOOK 2285, PAGE 1372, SITUATE IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE OREGON SHORT LINE RAILROAD, SAID POINT BEING SOUTH 89°51'48" WEST 635.05 FEET ALONG THE SECTION LINE AND NORTH 00°00'00" WEST 42.17 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 2, THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE 65.99 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 8644.40 FEET, THROUGH A CENTRAL ANGLE OF 00°26'15" (LONG CHORD= NORTH 40°17'48" EAST 65.99 FEET) THENCE SOUTH 85°15'11" WEST 12.18 FEET, THENCE SOUTH 35°26'57" WEST 30.11

FEET, THENCE SOUTH 27°48'41" WEST 28.04 FEET TO THE POINT OF BEGINNING. (E# 2137319)

Parcel 08-022-0018

PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE EAST LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD RIGHT-OF-WAY, SAID POINT BEING NORTH 89°48' EAST 2024.45 FEET AND NORTH 0°12' WEST 33 FEET AND NORTH 42°42' EAST 273.62 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 2, RUNNING THENCE NORTH 42°42' EAST 652.00 FEET, THENCE NORTH 47°15' WEST 260.50 FEET, THENCE SOUTH 31°05'24" WEST 766.26 FEET, THENCE NORTH 89°48' EAST 145 FEET TO THE POINT OF BEGINNING. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AND UTILITIES UPON THE FOLLOWING DESCRIBED PORTION THEREOF: PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE NORTH LINE OF 4000 SOUTH STREET AND THE WEST LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY SOUTH 89°48' WEST 684.28 FEET AND NORTH 42°42' EAST 45.04 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 2, RUNNING THENCE SOUTH 89°48' WEST 81.90 FEET, THENCE NORTH 42°42' EAST 273.62 FEET TO THE HOLDING POND PROPERTY, THENCE NORTH 89°48' EAST 81.90 FEET TO THE SAID WEST LINE OF THE RAILROAD PROPERTY, THENCE SOUTH 42°42' WEST 273.62 FEET ALONG SAID RAILROAD-RIGHT-OF-WAY TO THE NORTH LINE OF 4000 SOUTH. ALSO: TOGETHER WITH A UTILITY EASEMENT FOR INGRESS, EGRESS AND UTILITIES UPON THE FOLLOWING DESCRIBED PORTION THEREOF; A 20 FOOT WIDE PIPELINE EASEMENT BEING 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER-LINE: PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD SOUTH 89°48' WEST 684.28 FEET AND NORTH 42°42' EAST 305.01 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 2, RUNNING THENCE SOUTH 89°48' WEST 190 FEET, THENCE NORTH 56°05' WEST 85 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE D & RGW RAILROAD. ALSO TOGETHER WITH AN EASEMENT 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SECTION LINE SOUTH 89°45'47" WEST 814.02 FEET, RUNNING THENCE NORTH 69°39'52" EAST 137.86 FEET, THENCE NORTH 38°04'52" EAST 238.15 FEET. (1444-387).

EXHIBIT D

(To Real Estate Exchange and Purchase Agreement)

Special Warranty Deed – Applicant Property

[To Be Inserted Prior to Closing]

Broker Price Opinion (BPO)

This BPO is being completed within the scope of assignment as specified by the specifications set forth by Ignite Funding, LLC. The BPO was comprised with data and/or comparables in the Broker/Agent's professional opinion to produce a credible and supportable price opinion. The Broker/Agent has a valid licensure and is in good standing within the state the BPO is being completed. **Notwithstanding any preprinted language to the contrary, this opinion is not an appraisal of the market value of the property. If an appraisal is desired, the services of a licensed or certified appraiser must be obtained.**

Broker/Agent Information

Broker/Agent Name (First, Last)

Broker Firm

Broker License Number

Property Information

Property Address / APN

City

State

Zip Code

Type of Property

☒ Raw Land

For **Raw Land** define current zoning type

☐ Commercial Building

For **Commercial Building** define current percentage of occupancy

☐ SFR

☐ Townhouse

☐ Condo

☐ Duplex

☐ Triplex

☐ 4-Plex

Other

Neighborhood Analysis

Location

☐ Urban

☒ Suburban

☐ Rural

Neighborhood Condition

☐ Excellent

☐ Good

☒ Fair

Supply/Demand

☐ Shortage

☒ In Balance

☐ Over Supply

Property Values

☐ Increasing

☒ Stable

☐ Declining

New Construction

☐ Yes

☒ No

If **Yes**, # of Units

Subject Property Description

Property Style	Bed	Bath	Age	Sq. Ft.	Lot Sq. Ft.	Bsmt. Sq. Ft.	# Car Garage	Condition
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Positive attributes of the subject property

Property is 18+/- acres, relatively flat and well-located in the area. Utilities are assumed to be at or near the property line id adequate capacities. There is a trail system on the northern edge of the property.

Negative aspects of the subject property

Access could be challenging from both north and south, no access likely from east or west. Property shape is trapezoidal an may not lay out efficiently for many product types. There is some vegetation on the westerly side of the property that could need removal.

Comparable Sales Analysis or Competitive Listings

Address	Distance	Condition	BR/BA	Age	Sq. Ft.	Bsmt. Sq. Ft.	List Price	Sales Price	Sales Date	DOM

Compare property to the subject property, and not if the comparable property is superior, inferior, or equal to the subject property.

Valuation is based on \$7.10 per square foot.

Address	Distance	Condition	BR/BA	Age	Sq. Ft.	Bsmt. Sq. Ft.	List Price	Sales Price	Sales Date	DOM
15-805-001		Sold						\$2,000,000 ⁺	1/24/25	

Compare property to the subject property, and not if the comparable property is superior, inferior, or equal to the subject property.

4.57 acres {\$10 per foot} Site is more developed and already zoned. Reconciliation for this is about \$3 per foot yielding a value of \$1,393,000 or \$7 per foot

Address	Distance	Condition	BR/BA	Age	Sq. Ft.	Bsmt. Sq. Ft.	List Price	Sales Price	Sales Date	DOM
		Active								

Compare property to the subject property, and not if the comparable property is superior, inferior, or equal to the subject property.

There are multiple properties currently on the market within 7 mile ring that are roughly comparable and range from about \$8.50 - \$10.30 per foot. Discounting back to the \$7/ft range as they do not represent closed sales⁺

Broker/Agent Opinion of Value

Value is based on ☒ **As Is** Condition ☐ **As Completed** Condition

Suggested Value of Subject Property \$5,557,000.00

Acknowledgement

This opinion is not an appraisal of the market value of the property. If an appraisal is desired, the services of a licensed or certified appraiser must be obtained. Information used to form this opinion of value has been obtained from sources that are deemed reliable. However, this opinion of value is subject to change as new information becomes available or if previously relied upon information is found to be inaccurate.

Broker/Agent Signature Graig D Griffin, SIOR

Date of BPO October 7, 2025

Broker Price Opinion (BPO)

This BPO is being completed within the scope of assignment as specified by the specifications set forth by Ignite Funding, LLC. The BPO was comprised with data and/or comparables in the Broker/Agent's professional opinion to produce a credible and supportable price opinion. The Broker/Agent has a valid licensure and is in good standing within the state the BPO is being completed. **Notwithstanding any preprinted language to the contrary, this opinion is not an appraisal of the market value of the property. If an appraisal is desired, the services of a licensed or certified appraiser must be obtained.**

Broker/Agent Information

Broker/Agent Name (First, Last)

Broker Firm

Broker License Number

Property Information

Property Address / APN

City

State

Zip Code

Type of Property

☒ Raw Land

For **Raw Land** define current zoning type

☐ Commercial Building

For **Commercial Building** define current percentage of occupancy

☐ SFR

☐ Townhouse

☐ Condo

☐ Duplex

☐ Triplex

☐ 4-Plex

Other

Neighborhood Analysis

Location

☐ Urban

☒ Suburban

☐ Rural

Neighborhood Condition

☐ Excellent

☐ Good

☒ Fair

Supply/Demand

☐ Shortage

☒ In Balance

☐ Over Supply

Property Values

☐ Increasing

☒ Stable

☐ Declining

New Construction

☐ Yes

☒ No

If **Yes**, # of Units

Subject Property Description

Property Style	Bed	Bath	Age	Sq. Ft.	Lot Sq. Ft.	Bsmt. Sq. Ft.	# Car Garage	Condition
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Positive attributes of the subject property

These two parcels have a combined size of 8.27+/- acres, and well-located in the area. Utilities are assumed to be at or near the property line id adequate capacities. There is a trail system along the northern edge of the property.

Negative aspects of the subject property

The property has a detention basin and significant fill on site. Contents and condition of these soils is unknown as is the ability to balance the basin with available materials on site. Access could be challenging from both north and south, no access likely from east or west. Property shape is a narrow trapezoidal an may not lay out efficiently for many product types.

Comparable Sales Analysis or Competitive Listings

Address	Distance	Condition	BR/BA	Age	Sq. Ft.	Bsmt. Sq. Ft.	List Price	Sales Price	Sales Date	DOM

Compare property to the subject property, and not if the comparable property is superior, inferior, or equal to the subject property.

Valuation is based on \$3.40 per square foot which reflects the current use of the property as a public facility detention basin. Refilling the basin will likely cost well in excess of \$1 million and capping could run more than double that amount.

Address	Distance	Condition	BR/BA	Age	Sq. Ft.	Bsmt. Sq. Ft.	List Price	Sales Price	Sales Date	DOM
03-236-0038 and 03-155-0065		Sold						\$1,750,000	7/1/25	

Compare property to the subject property, and not if the comparable property is superior, inferior, or equal to the subject property.

10.56 acres {\$3.80per foot} Site is similar in requirements and zoned appropriately

Address	Distance	Condition	BR/BA	Age	Sq. Ft.	Bsmt. Sq. Ft.	List Price	Sales Price	Sales Date	DOM
08-329-0075		Sold						\$1,350,000	5/20/24	

Compare property to the subject property, and not if the comparable property is superior, inferior, or equal to the subject property.

7.50 acres Unincorporated Weber County at \$4.13 per square foot is zoned appropriately

Broker/Agent Opinion of Value

Value is based on ☒ As Is Condition ☐ As Completed Condition

Suggested Value of Subject Property \$1,225,000.00

Acknowledgement

This opinion is not an appraisal of the market value of the property. If an appraisal is desired, the services of a licensed or certified appraiser must be obtained. Information used to form this opinion of value has been obtained from sources that are deemed reliable. However, this opinion of value is subject to change as new information becomes available or if previously relied upon information is found to be inaccurate.

Broker/Agent Signature Graig D Griffin, SIOR

Date of BPO October 07, 2025



October 14, 2025
Agenda Item # 3

SYNOPSIS

Application Information

Request: **6:00 p.m. – PUBLIC HEARING** – Consider a Development Agreement with Mainline Co. to increase the building height by 10 feet and eliminate the “Commercial Space” requirement on 4000 South.

Approximate Address: 3918 South Midland Dr & 2710 West 4000 South

Parcel(s): 08-031-0013, 08-031-0041, 08-031-0055, 08-031-0061 & 08-636-0006

Staff

Report By: Steve Parkinson

Recommendation: Approve

APPLICABLE ORDINANCES

- Roy City Zoning Ordinance Title 10 - Zoning Regulations, Chapter 18 – Development Agreement

ANALYSIS

Background:

The proposed development agreement comes from discussions with a potential land developer. The project has two (2) frontages, the main is from Midland Drive the second is off of 4000 South (see exhibit “A”). Across the street on 4000 South are single-family dwellings.

With Midland Drive being a larger road with more vehicles the Commercial portion of the development will front and have access from Midland. 4000 South is mainly a residential road and having Commercial will increase the traffic more than it currently is. 4000 South will be the main access points for the residential portion of the development thus the reasoning for the elimination of the Commercial.

The request for increase in height is due to the parking structure, only part of it will be able to be below grade and because of that the residential buildings will need to be taller.

According to chapter 18 of the Zoning Code, all development agreements entered into by the council shall specify and contain, as a minimum, the following sections:

- 1) Duration of agreement.
- 2) Description of the subject property.
- 3) Allowed uses.
- 4) Maximum density or intensity of the allowed uses and construction requirements.
- 5) A subdivision layout or site plan identifying the location and arrangement of all allowed uses, circulation patterns, and all required dedications and improvements.
- 6) A phasing schedule for all project phases and the timing for the provision of all features, dedications, and improvements.
- 7) Other conditions, terms, restrictions, and requirements for subsequent actions and approvals.

An additional question that the Commission and Council needs to reflect upon is:

- Does changing are not changing the Zoning Ordinance provide the best options for development within this area of the City?

FINDINGS

- I. The proposed amendments are consistent with the General Plan.



2. Is consistent with previous discussions with the Planning Commission.

ALTERNATIVE ACTIONS

The Planning Commission can recommend Approval, Approval with conditions, Deny or Table.

RECOMMENDATION

Staff recommends forwarding a positive recommendation to the City Council regarding the proposed Development Agreement with Mainline Co. regarding a potential project located at 3918 South Midland Dr & 2710 West 4000 South (Parcel Numbers 08-031-0013, 08-031-0041, 08-031-0055, 08-031-0061 & 08-636-0006), to increase the building height by 10 feet and eliminate the “Commercial Space” requirement on 4000 South.

EXHIBITS

- A. Aerial
- B. Proposed Ord No 25-??

EXHIBIT "A" – AERIAL



Ordinance 25-17

AN ORDINANCE OF ROY CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT FOR A MIXED-USE DEVELOPMENT LOCATED AT APPROXIMATELY 2718 WEST 4000 SOUTH; AND PROVIDING FOR AN EFFECTIVE DATE

SECTION I – RECITALS

WHEREAS, the City Council finds that the planning commission has caused to be prepared and has recommended to the City Council a Development Agreement (the “Agreement”) for a Mixed-Use Development located at approximately 2718 West 4000 South within Roy City and has recommended approval of the Development Agreement; and

WHEREAS, the City Council finds that the Agreement has been subjected to the required public hearing prior to its adoption; and

WHEREAS, the City Council finds that under Utah Code Ann. §10-9a-305(8)(a) and §10-9a-509, the City Council may lawfully adopt development plans and schedules by ordinance after being reviewed and receiving a recommendation by the Planning Commission; and

WHEREAS, upon petition, the City Council determines it to be in the best interest of the City to adopt the proposed Agreement; and

WHEREAS, the City Council finds that such an agreement follows the City’s General Plan; and

WHEREAS, the City Council finds that approving the Agreement as set forth in this Ordinance will comply with Utah Code requirements and will promote the public health, safety, convenience, and general welfare of the citizens of Roy;

NOW THEREFORE, be it ordained by the Roy City Council that:

The Development Agreement, complete with all exhibits, by and between the City of Roy and Camino Real, LLC for a mixed-use development located approximately at 2718 West 4000 South, Roy, UT, attached as Attachment “A”, and fully incorporated herein by this reference, is approved and adopted.

The foregoing recitals are fully incorporated herein.

SECTION II – REPEALER OF CONFLICTING ENACTMENTS

If any ordinances, resolutions, policies or zoning maps of Roy City heretofore adopted are inconsistent herewith they are hereby amended to comply with the provisions hereof. If they cannot be amended to comply with the provisions hereof, they are hereby repealed.

SECTION III – PRIOR ORDINANCES AND RESOLUTIONS

The body and substance of all prior Ordinances and Resolutions, with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and adopted.

SECTION IV – SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION V – DATE OF EFFECT

BE IT FURTHER ORDAINED this Ordinance will become effective on the 18th day of November, 2025, and after publication or posting as required by law.

ADOPTED AND PASSED by the Roy City Council this 18th of November, 2025

Robert Dandoy
Mayor

ATTEST:

Brittany Fowers
City Recorder

Voting:

Councilmember Ann Jackson _____

Councilmember Sophie Paul _____

Councilmember Randy Scadden _____

Councilmember Diane Wilson _____

Councilmember Bryon Saxton _____

EXHIBIT A

After recording, please send to:

Roy City Corporation
Attn: City Recorder
5051 S 1900 W
Roy, UT 84067

Affected Parcel No(s): 080310041, 080310013, 08636006, 080310061, 080310055

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is between Roy City, a Utah municipal corporation (“City”) and Camino Real, LLC, a Utah limited liability company (“Applicant”).

RECITALS

WHEREAS, the Applicant owns, has the right to purchase, or has other interests in and to certain real property identified as Weber County Assessor Parcel Number(s): 080310041, 080310013, 086360006, 080310061, 080310055, which is specifically described in the attached **Exhibit A** (collectively, the “Property”); and

WHEREAS, the Property is subject to the planning and land use ordinances of the City and is approximately located at 2718 W 4000 S, Roy, Utah 84067; and

WHEREAS, the Applicant desires to develop and use the Property as a mixed-use commercial and residential project (“Project”) generally in accordance with the concept plan attached as **Exhibit B** (“Concept Plan”); and

WHEREAS, in furtherance of the Applicant’s desire to develop and use the Property, concurrently with the approval of this Agreement, the City’s legislative body (“City Council”) has, after appropriate notice and hearing, approved the agreement herein, giving specific land use rights to the Applicant contained herein Zone; and

WHEREAS, the City Council, acting pursuant to its authority under Utah Code § 10-9a-102(2) *et seq.*, as amended, and the City’s adopted ordinances (“City Code”), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to exercise its legislative discretion to enter into this Agreement for the purpose of regulating the development of the Property pursuant to the terms contained herein and the underlying rezone regulations; and

WHEREAS, the City Council has adopted this Agreement by Ordinance No. 25-17; and

WHEREAS, the City and the Applicant acknowledge that the terms of this Agreement shall be enforceable, and the rights of the Applicant relative to the Property shall be vested in accordance with this agreement and shall run with the Property as of the Effective Date; and

WHEREAS, the City and Applicant intend this Agreement to be a “development agreement” within the meaning of, and entered into pursuant to the terms of, the statutes adopted by the Utah legislature and the administrative regulations adopted by any administrative agency of the State of Utah together with judicial opinions binding in the State of Utah (“State Law”).

NOW, THEREFORE, the parties agree as follows:

TERMS

1. **Recitals; Definitions.** The recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.

2. **Enforceability.** The City and the Applicant acknowledge that the terms of this Agreement shall be enforceable, and the rights of Applicant relative to the Property in accordance with this Agreement shall be vested as of the Effective Date. The City Council has adopted an ordinance approving this Agreement (“Ordinance”) in accordance with the same procedures for enacting a land use regulation under Utah Code § 10-9a-502, including a review and recommendation from the City’s planning commission and a public hearing, thus this Agreement may allow a use or development of land that applicable land use governing the Property would otherwise prohibit pursuant to Utah Code § 10-9a-532(2)(a)(iii).

3. **Effective Date.** This Agreement is effective on the date of the Ordinance approving this Agreement (the “Effective Date”).

4. **Conflicting Terms.** The Property shall be used and developed in accordance with the requirements and benefits of this Agreement. If there is a discrepancy between the requirements of City Code, including the Zone, and this Agreement, this Agreement shall control.

5. **Applicant Rights and Obligations.** The Applicant will have the right and obligation to develop the Property in accordance with the terms, standards, and specifications set forth below.

A. Scope of Project.

i. The zoning designation for entirety of the Project shall hereafter be the Zone and the Project may be developed in accordance with the terms of the City Code applicable to the Zone, subject to this Agreement.

ii. If not previously approved, this agreement is contingent upon the City Council’s approval of this Agreement and the approval of the conveyance of a portion of the Property, Weber County Parcel No. 080310061 (“Municipal Parcel”), from the City to Applicant. The Municipal Parcel will be conveyed to Applicant in “as-is” and “where-is” condition without

representation or warranty.

iii. The City will cooperate with the Applicant's acquisition of Weber County Parcel No. 080310055 ("UDOT Parcel") from the Utah Department of Transportation at no material expense to the City.

B. Concept Plan. The Applicant shall develop and use the Property generally in accordance with the Concept Plan. Nevertheless, the parties recognize that the Concept Plan is intended to illustrate the intended development activities and uses within the Project, but that the details of the Project including the phasing of development, the location of buildings and rights of way, the types of uses, and other details shown on the Concept Plan are subject to change. Nevertheless, any development of the Property (including any differences from the Concept Plan) shall be consistent with this Agreement or, with respect to details not specified herein, with the provisions of the City Code applicable to the Zone.

C. Uses. In addition to any other uses approved under the terms of the Zone, the following uses are approved in the Zone.

i. Notwithstanding any contrary provisions of the City Code applicable to the Zone, the Applicant may develop the Property with residential uses on the main floor of any building within the Project except for buildings which would otherwise require commercial use under the terms of the City Code applicable to the Zone based on proximity to Midland Drive.

ii. The City agrees that the commercial area contemplated for portions of the Project adjacent to Midland Drive satisfy any requirement that the Project contain commercial or non-residential uses; therefore, Applicant will not be required to include any commercial use or other non-residential use within any building which has frontage along 4000 South Street. Notwithstanding the foregoing, the Project shall have not less than 10,000 square feet of commercial space.

iii. Applicant will be entitled to construct parking structures within any building on the Property. Such parking structures may be at grade, below grade, or may be multi-level portions of such buildings.

iv. Notwithstanding any provision of the City Code or zoning regulations to the contrary, the Applicant and any successor owner of any residential or commercial unit within the Project shall be permitted to enter into concurrent leases or occupancy agreements for the same unit, thereby authorizing multi-tenancy within such units. This authorization shall run with the land and remain enforceable against all successors in interest.

D. Development Standards.

i. Notwithstanding any contrary provisions of the City Code, the Project may have two (2) permanent vehicular access points from 4000 South Street. Such access points may provide access from 4000 South Street to parking structures within the Project. In addition to those two permanent access points, the Project may have one (1) emergency access point on 4000 Street. Any such emergency access road will be gated and will only provide access to emergency services vehicles (fire, police, ambulance, etc.). Any other vehicles will only be able to use such access point for maintenance purposes or in during times of emergency. The emergency vehicular ingress and egress will connect to the main north-south road within the Project.

ii. Notwithstanding any contrary provisions of the City Code, the structures in the Project shall be subject to the following height restrictions as measured from the finished grade: a) any structure located on the west side of the thru street which bisects the Project may be constructed to a height of up to five (5) stories, b) the western half of any structure located on the east side of the thru street which bisects the Project may be constructed to a height of up to five (5) stories, and c) any other structure in the Project may be constructed to a height of up to 4 stories.

iii. Any residential unit which occupies the same footprint as commercial space (i.e. a residential unit built over commercial space) will be able to rely on parking spaces for the commercial space to satisfy the residential parking requirement.

E. Design Standards. Intentionally omitted.

F. Landscaping. Intentionally omitted.

G. Detention Pond Relocation and Improvement.

i. Applicant agrees that Applicant will, at its own expense, design and construct a new stormwater detention system (the "Detention System") on the Property, consisting primarily of underground storage as generally described in Exhibit C ("Detention System Plans") to replace the undersized detention pond currently located on the Municipal Parcel. The Detention System will be designed and constructed with sufficient capacity to accommodate temporary detention of excess stormwater from certain residential properties outside the Project which are contiguous to the Property. The City acknowledges and agrees that the Detention System Plans have been approved by the Roy City Public Works Department and are hereby approved for construction.

ii. In connection with the considerable cost of the Applicant's

relocation and reconstruction of the Detention System, the City Council agrees to waive all storm drain impact fees (“Impact Fees”) which would otherwise be charged or collected by the City in connection with the Project. The waiver of Impact Fees will be assignable to any future owner or developer of the Project, including, without limitation, future owners of any portion of the Project in the event the Property is subdivided. For the avoidance of doubt, the subdivision of the Property or the sale of any portion thereof will not negate, limit, or minimize the waiver of Impact Fees provided for herein.

H. Association. No owners association will be required with respect to the Project unless and until any part of the Project is subdivided or otherwise partitioned into one or more lots to be purchased by third-party owners. In the event of such subdivision or partition, the Applicant will record a declaration of restrictive covenants and organize a non-profit corporation owners association for the Project.

I. Subdivision and Rights. City acknowledges that the Project will be comprised of both commercial and, residential portions. For the avoidance of doubt, in the event of any subdivision, partition, or transfer, the rights duties and obligations applicable to such property will continue to run with the land and be applicable to the subdivided parcels. In the event of such a subdivision and sale of any portions of the Project, the owner of such subdivided parcels will be deemed the Applicant, for purposes of development applications pertaining to such subdivided parcels. To ensure the Project’s commercial buildout is completed in conjunction with residential development, no more than 100 residential occupancy permits shall be issued until at least 6000 square feet of commercial space is completed to a level at which it is commercially-viable to offer for sale or lease.

J. Compliance with City Code Zone. The Property will comply with its underlying zoning as of the Effective Date except where requirements are modified by this Agreement.

6. **Upsizing**. Except to the extent specifically set forth in this Agreement, the City shall not require Applicant to upsize any public infrastructure or install any “system improvements,” as defined in the Utah Impact Fees Act, unless the parties enter into a mutually-acceptable reimbursement agreement approved by the City Council which allows Applicant to recover all costs incurred in connection with the upsize. For purposes of this Agreement, “upsizing” means to construct infrastructure with greater size, volume, or capacity than is necessary to serve only the Property. Any reimbursement agreement must provide for Applicant to be compensated for the cost to upsize public infrastructure at a time, in an amount, and in a manner reasonably acceptable to Applicant. Applicant shall have the right and the obligation to construct or cause to be constructed and installed, or bond for the construction and installation of, all public infrastructure reasonably and lawfully required as a condition of approval of any development application. The City will provide Applicant with reasonable access for the construction of public infrastructure.

A. This paragraph excludes the Detention System that Applicant will be relocating and improving pursuant to Paragraph 5(G) of this Agreement.

7. **Minor Changes.** The City's Planning Department, after conferring with the City Manager, may approve requests by the Applicant for minor modifications to the Applicant Obligations in Section 5 which are necessary or advantageous in facilitating more desirable or efficient function of the Project or to improve the aesthetics of the Property. Minor modifications include the number or configuration of buildings, reduction in building height, changes in design or other components of a building, modification of the number of units within a building (not to exceed the Maximum Allowed Density), and changes to the configuration of units within a building. However, minor changes do not include a change in uses which are not authorized by this Agreement or the Zone.

8. **City Obligations.** The City shall review development applications with respect to the Property in a timely manner, consistent with the City's routine development review practices and in accordance with all applicable laws and regulations. So long as any such development application is consistent with the terms and conditions of this Agreement, and any applicable provisions of the City Code, such development application will be promptly reviewed and approved by the City.

9. **Vested Rights and Reserved Legislative Powers.**

A. Vested Rights. Consistent with the terms and conditions of this Agreement, the City agrees Applicant has the vested right to develop and construct the Property during the term of this Agreement in accordance with: (i) the zoning designation; (ii) the City Code in effect as of the Effective Date; and (iii) the terms of this Agreement. The parties specifically intend that this Agreement grant to Applicant "vested rights" as that term is construed in Utah's common law and Utah Code § 10-9a-509.

B. Application of Future Laws. The Applicant and the City agree that the terms of the City Code which are in effect as of the Effective Date, including, without limitation, the provisions applicable to the Zone, will apply to this Agreement and the Project regardless of any future modifications to such provisions of the City Code unless the Applicant agrees in writing to be bound by the terms of any such modifications to the City Code.

C. Reserved Legislative Powers. The Applicant acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Applicant under this Agreement and with respect to use under the zoning designations as referenced in this Agreement: (i) as provided in Section 9(B), above; or (ii) based upon the policies, facts and circumstances meeting

the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Property shall be of general application to all development activity in City and Weber County; and, unless in good faith City declares an emergency, Applicant shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine.

10. **Term.** This Agreement shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the parties mutually agree to extend the term, this Agreement shall not extend further than a period of ten (10) years from its date of recordation in the official records of the Weber County Recorder's Office. Notwithstanding the foregoing, this Agreement may be extended by the mutual written and executed agreement of the parties for one (1) additional ten (10) year period.

11. **Contingency of Transfer.** Any transfer of property, both City Property and Applicant Property, is contingent upon the following conditions:

- a. Approval of this Agreement and the associated property Exchange Agreement by the Roy City Council; and
- b. Applicant's Storm Water Management System must be planned and constructed to City standards and inspected and approved by City.

12. **Limitation of Remedies.**

A. Exclusive Remedy. Notwithstanding any other provision in this Agreement, the parties hereby agree that the sole and exclusive remedy for any breach or violation of this Agreement relating to land use and development shall be limited to those remedies provided under the Land Use Development and Management Act (LUDMA), Utah Code Ann. § 10-9a-101 et seq. , as amended from time to time.

B. Waiver of Contract Claims. The parties expressly waive any right to pursue a breach of contract claim or any other common law remedy not specifically authorized by LUDMA in connection with this Agreement.

C. Acknowledgment. The parties acknowledge that they have read and understand this limitation of remedies provision and have voluntarily agreed to its terms after consultation with legal counsel or having had the opportunity to consult with legal counsel.

13. **General Provisions.**

- A. Notices. All notices, filings, consents, approvals, and other

communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the following addresses or to such other addresses as either party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least ten days before the date on which the change is to become effective.

If to City: Roy City
Attn: City Recorder
5051 S 1900 W
Roy, UT 84067

If to Applicant: Camino Real, LLC
Attn: Bob Barnes
318 W. 4620 N.
Provo, Utah 84604
bob@mainline.pro

Notwithstanding any contrary provision of this Agreement, the parties may consent in writing to receive notices hereunder by electronic or digital means which provides immediate delivery. If a party so consents, the notice in question will be deemed delivered upon the earlier of: (a) the actual transmission of the electronic or digital notice **if** the receiving party acknowledges receipt; or (b) four (4) days after transmission **if** a conformed copy of the notice is also sent by First-Class U.S. Mail roughly contemporaneously with transmission by electronic or digital notice.

B. Mailing Effective. Notices given by mail shall be deemed delivered seventy-two hours following deposit with the U.S. Postal Service in the manner set forth above.

C. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

D. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision this Agreement.

E. Authority. The parties to this Agreement represent that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Applicant represents and warrants that it is fully formed and validly existing under the laws of the State of Utah and that it is duly qualified to do business in the State of Utah and is in good

standing under applicable state laws. Applicant and City warrant to each other that the individuals executing this Agreement on behalf of their respective party are authorized and empowered to bind the party on whose behalf each individual is signing. Applicant represents to City that by entering into this Agreement, the Applicant has bound all persons and entities having a legal or equitable interest to the terms of this Agreement as of the Effective Date.

F. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein, and all regulatory approvals given by the City for the Property contain the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements, or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.

G. Amendment. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties or by their successors-in-interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Weber County Recorder's Office.

H. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Applicant's ability to complete the development of the Property as set forth in the Concept Plan is not defeated by such severance.

I. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. The parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Weber County, Utah. The parties hereby expressly waive any right to object to such choice of law or venue.

J. Remedies. If either party breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available both at law and in equity, so long as the remedies are consistent with this Agreement. Neither party will be deemed in default under this Agreement unless: (a) such party has failed to perform any of its duties or obligations under this Agreement; (b) the other party has provided written notice of the alleged default which identifies the default and any applicable law, rule, regulation, or provision of this Agreement that is claimed to be relevant to the default and includes sufficient documentation, including photos, maps, charts, affidavits, etc., to allow the other party to evaluate and, if appropriate, respond to the allegations; and (c) the default remains uncured for thirty (30) days after receipt of the notice of default. If any default cannot be reasonably cured within thirty (30) days, then the cure period hereunder shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

K. Attorney's Fees and Costs. If either party brings legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

L. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors in interest, and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

M. No Third-Party Rights. The obligations of Applicant and City set forth in this Agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein.

N. Assignment. The Applicant may not assign or transfer this Agreement without prior written consent of the City. For the avoidance of doubt, all Applicant rights under this Agreement, including without limitation vested rights and purchase rights, transfer to assignee with such assignment.

O. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

P. Force Majeure. Any delay or stoppage in the performance of any obligation under this Agreement which is due to events beyond the reasonable control of the Party affected thereby ("Force Majeure Event") will be dealt with as provided in this section. For purposes of this Agreement, Force Majeure Events include: pandemics or widespread health crises; strikes; labor disputes; the inability to obtain labor, materials, equipment or reasonable substitutes therefor; fires; earthquakes, floods, unreasonably severe weather, and other acts of God; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars; civil commotions; or other casualties or other causes beyond the reasonable control of the party obligated to perform. Upon the occurrence of a Force Majeure Event, the affected Party shall give written notice thereof to the other party and, thereafter, the party giving notice shall be relieved of the obligation to perform while the circumstances giving rise to the Force Majeure Event persist, and for a reasonable amount of time thereafter.

To evidence the parties' agreement to this Agreement, each party has executed it on the date stated under that party's name.

[SIGNATURE PAGE FOLLOWS]

CITY OF ROY

Approved as to form:

Signature: _____

By: _____

Legal Department/Office

Its: _____

Date: _____

State of _____)

County of _____) §

On this ____ day of _____, 20____, before me personally came _____
_____ (*name of document signer*), whose identity is personally known to me (or proven on the
basis of satisfactory evidence) and who duly sworn/affirmed to me that he/she is the Mayor of
_____ (*city*) and said he/she has the authority of said city to sign this
instrument and said city executed the same.

Notary Public

(*seal*)

APPLICANT _____

Signature: _____

By: _____

Its: _____

Date: _____

Personal Acknowledgment

State of _____)

County of _____) §

On this ____ day of _____, 20____, before me personally came _____
_____ (*name of document signer*), whose identity is personally known to me (or proven on the
basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to this instrument, and
acknowledged he/she/they executed the same.

Notary Public

(*seal*)

Corporate/Trust/Entity Acknowledgement

State of _____)

County of _____) §

On this ____ day of _____, 20____, before me personally came _____
_____ (*name of document signer*), whose identity is personally known to me (or proven on the
basis of satisfactory evidence) and who duly sworn/affirmed to me that he/she is the
_____ (*title of office*) of _____ (*name of*
corporation/ trust/ entity) and said he/she has the authority of said corporation/trust/entity to sign this
instrument and said corporation/trust/entity executed the same.

Notary Public

(*seal*)

EXHIBIT A

(Property)

[To Be Inserted at Closing of Property Exchange]

EXHIBIT B

(Concept Plan)

[To Be Inserted at Closing of Property Exchange]

EXHIBIT C

(Detention System Plans)

[To Be Inserted at Closing of Property Exchange]

**REAL ESTATE
EXCHANGE AND
PURCHASE
AGREEMENT**

THIS REAL ESTATE EXCHANGE AND PURCHASE AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2025 (the “Effective Date”), by and between Robert Barnes and Camino Real, LLC, a Utah limited liability company (collectively the “Applicant”), and Roy City, a Utah municipal corporation (the “City”). Throughout this Agreement, the Applicant and the City may be referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

A. WHEREAS, Applicant is the legal title holder to parcels of property referred to as Parcel No’s. 080310041, 080310013, and 086360006 as more particularly depicted on ***Exhibit A*** attached hereto and incorporated herein by this reference (the “Applicant Property”).

B. WHEREAS, the City presently holds legal title a parcel of property referred to as Parcel No. 080310061 as more particularly described on ***Exhibit B*** attached hereto and incorporated herein by this reference (the “City Property”), which is adjacent to the eastern edge of the Applicant Property as depicted in Exhibit A.

C. WHEREAS, the City desires to enlarge the holding capacity and infrastructure of the detention pond to better serve the citizens of Roy and ensure adequate retention of water.

D. WHEREAS, the Applicant desires to develop the properties as a mixed-use development to maximize the use of the Applicant Property.

E. WHEREAS, the Applicant has agreed to upgrade the detention pond on the City Property in exchange for a transfer of the City Property to Applicant, subject to the terms and conditions set forth herein.

F. WHEREAS, the Parties have negotiated, discussing various terms, and desire to create one final expression of the agreed upon terms of these transactions.

AGREEMENT

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Transfer of City Property.** In consideration of the City’s obligations under this Agreement, the Parties hereby agree to have the City transfer and convey title to the City

Property to the Applicant. The transfer of the City Property shall be made via a Special Warranty Deed in the form attached hereto as ***Exhibit C***.

2. Consideration. As consideration for the City Property, the Applicant agrees to upgrade the detention pond to increase the capacity and upgrade the infrastructure of said detention pond (the “Intangible Consideration”).

3. Upgrades of Detention Pond. The Applicant shall construct and install all upgrades to the Detention Pond on City Property as described in ***Exhibit D***, attached hereto and incorporated herein by this reference, within 18 months of closing. The detention pond shall be constructed and installed in accordance with all Roy City standards and inspected and approved by the Roy City Public Works Director or his designee.

4. Reverter Interests. If Applicant does not begin construction on the City Property within 12 months from the date of closing or 15 months after the execution of this Agreement, ownership of the City Property shall automatically revert to the City, or their successors in interest, and the Applicant Property shall automatically revert to the Applicant, or their successors in interest. This reversion shall occur without the need for any further action or legal proceedings by the original owners, and title to the property shall immediately vest in the original owners or their successors upon the expiration of the twelve-month period without commencement of construction.

5. Title Insurance. The Applicant, at their sole cost and expense shall obtain an owner’s policy of title insurance for the City Property.

6. Representations and Warranties of the Applicant. The Applicant hereby makes the following representations and warranties to the City:

a. Authority. The Applicant has all requisite power and authority to enter into and to perform the terms of this Agreement. The Applicant has taken all action required by law, Camino Real, LLC’s articles of organization, operating agreement or otherwise to authorize the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly and validly authorized, executed and delivered by the Applicant and no other company or individual action is necessary. The person signing this Agreement on behalf of Camino Real, LLC is authorized to do so.

b. Binding Obligations. This Agreement and all other documents delivered by the Applicant to the City have been and will be duly authorized, executed and delivered by Camino Real, LLC and constitute legal, valid and binding obligations of the Applicant (assuming the same constitute legal, valid binding obligations of the City).

c. Foreign Persons. The Applicant is not a “foreign person,” as that term is defined in Section 1445 of the U.S. Internal Revenue Code of 1986, as amended.

- d. No Warranties from the City. The Applicant acknowledges that the City has made no warranties, representations or guarantees regarding the City Property, the condition of the City Property or the fitness of the City Property for any particular use or purpose, except for the warranties expressly made in this Agreement.

The representations and warranties of the Applicant made in this Section shall survive termination or consummation of the transaction contemplated by this Agreement.

7. City's Representations and Warranties. The City hereby makes the following representations and warranties to the Applicant:

- a. Authority. The City has all requisite power and authority to enter into and to perform the terms of this Agreement.

- b. Binding Obligations. This Agreement and all other documents delivered by the City to the Applicant have been and will be duly authorized, executed and delivered by the City and constitute legal, valid and binding obligations of the City (assuming the same constitute legal, valid binding obligations of the Applicant).

- c. Title to City Property. The City has good and marketable title to the City Property. Upon the Close of Escrow, the City Property will not be subject to any mortgage, pledge, lien, security interest, encumbrance, restriction, variance, charge or limitation of any kind.

- d. Litigation. The City is not involved in, nor is the City aware of, any proceeding or threatened litigation, administrative or governmental proceeding or investigation, or pending or threatened condemnation or eminent domain proceeding, relating to or otherwise affecting the City Property.

- e. Mechanics' Liens. There are no unsatisfied mechanics' or materialman's lien rights concerning the City Property.

- f. Condition of City Property; No Warranties. EXCEPT AS OTHERWISE SET FORTH HEREIN, THE CITY MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE CONDITION OF THE CITY PROPERTY OR ITS SUITABILITY FOR THE APPLICANTS' DESIRED USES.

The representations and warranties of the City made in this Section shall survive termination or consummation of the transaction contemplated by this Agreement.

8. Closing. The Escrow is to close ("Close of Escrow" or "Closing") at a date and time mutually acceptable to the Parties, provided that the Closing shall be no later than 120 days after execution of this Agreement unless the Parties agree in writing to an extension of time. Title and ownership of the City Property shall transfer from the City to the Applicant, at Close of Escrow. The Parties shall deliver the following, at Close of Escrow:

- a. By the Applicant.

- i. The Intangible Consideration in cash or other immediately available funds.
- b. By the City. The City shall deliver a special warranty deed conveying title to the City Property to Robert Barnes, individually.

The Applicant and the City shall each pay one half of customary closing costs as is normal in Weber County, Utah, except that the Applicant shall be responsible to pay for one hundred percent (100%) of the costs of any owner's policy of title insurance for the City Property. At the Close of Escrow, each of the Parties shall deliver to the Escrow Company such sums, instruments and documents as are required by this Agreement and each Party shall do all of the things reasonably necessary to close this transactions and carry out the purpose and intent of this Agreement. Taxes, insurance, rents and any other charges of a like kind or nature relating to the subject parcels of property shall be prorated as of the date of the Close of Escrow.

9. Conditions to Applicant's Obligations to Close. The Applicants' obligation to consummate the transactions to be performed in connection with the Closing is subject to satisfaction of the following conditions:

- a. The representations and warranties set forth in Section 8 above shall be true and correct in all material respects at and as of the Closing of Escrow, except to the extent that such representations and warranties are qualified by the term "material," in which case such representations and warranties (as so written, including the term "material") shall be true and correct in all respects at and as of the Closing of Escrow;
- b. The City shall have performed and complied with all of its covenants hereunder in all material respects through the Closing, except to the extent that such covenants are qualified by the term "material," in which case the City shall have performed and complied with all of such covenants (as so written, including the term "material") in all respects through the Closing; and
- c. All actions to be taken by the City in connection with consummation of the transactions contemplated hereby and all certificates, instruments, and other documents required to effect the transactions contemplated hereby shall be satisfactory in form and substance to Applicant.

The Applicant may waive any condition specified in this Section 10 if it executes a writing so stating at or prior to the Closing.

10. Conditions to the City's Obligations to Close. The City's obligation to consummate the transactions to be performed in connection with the Closing is subject to satisfaction of the following conditions:

- a. The representations and warranties set forth in Section 7 above shall be true and correct in all material respects at and as of the Closing of Escrow, except to the extent that such representations and warranties are qualified by the term “material,” in which case such representations and warranties (as so written, including the term “material”) shall be true and correct in all respects at and as of the Closing of Escrow;
- b. The Applicant shall have performed and complied with all of its covenants hereunder in all material respects through the Closing, except to the extent that such covenants are qualified by the term “material,” in which case the Applicant should have performed and complied with all of such covenants (as so written, including the term “material”) in all respects through the Closing;
- c. All actions to be taken by the Applicant in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be satisfactory in form and substance to the City.

The City may waive any condition specified in this Section 11 if it executes a writing so stating at or prior to the Closing.

11. Contingency of Transfer. Any transfer of property, both City Property and Applicant Property, is contingent upon the following conditions:

- a. Approval of this Agreement and the associated Development Agreement by the Roy City Council; and
- b. Applicant’s Storm Water Management System must be planned and constructed to City standards and inspected and approved by City.

12. Risk of Loss. All risk of loss and destruction of the City Property and expenses of insurance shall be borne by the City until the Close of Escrow, except as otherwise specified herein.

13. Escrow Instructions. Unless otherwise provided for herein, this Agreement shall constitute the instructions to Escrow Company. In the event Escrow Company utilizes its own standard pre- printed escrow instructions (the “Escrow Instructions”) the Parties shall promptly execute the same after preparation. The Parties expressly acknowledge that the Escrow Instructions shall not supersede, modify or amend any of the terms of this Agreement, and in the event of any conflict of ambiguity between any of the terms of this Agreement and those of the Escrow Instructions, the terms of this Agreement shall in all instances govern and control. Notwithstanding the preceding sentences, the failure of any Party to execute the Escrow Instructions shall not invalidate this Agreement or affect the duties, obligations or responsibilities of the Parties hereunder.

14. Notices. All notices required hereunder shall be in writing and shall be delivered

personally to the person for whom intended or sent by: (a) registered or certified U.S. Mail, postage prepaid, return receipt requested; or (b) a nationally recognized courier service; or (c) fax or email transmission, addressed to the persons for whom intended at the respective addresses noted below or such other addresses as they may theretofore have specified by like notice:

To Applicant: Camino Real, LLC
Attn.

To the City: Roy City.
Attn: City
Recorder
5051 South 1900
West
Roy, Utah 84067

Notices given in the foregoing manner shall be deemed properly served or given: (i) upon receipt if by hand delivery; (ii) on the third business day (excluding Saturday, Sunday and legal holidays) after the date so mailed; (iii) on the second business day (excluding Saturday, Sunday and legal holidays) after the date sent by nationally recognized courier service; or (iv) on the date of receipt if sent by fax or email, but only if both (a) confirmed by answer-back or read receipt, and (b) confirmed by sending a copy of the notice by U.S. mail promptly after transmission of the fax or email.

15. No Broker. The City and the Applicant separately represent and warrant that there are no brokers involved in the transactions and that no commissions shall be paid as the result of the Parties consummating the transactions contemplated by this Agreement. The Parties further agreed to indemnify defend and hold the other Party harmless from any claims or causes of action relating to real estate broker or agent fees and commissions claim to be owed by a third party as the result of any agreement, written or other otherwise, entered into by one of the Parties that is not disclosed herein.

16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter contained in it and supersedes all prior or contemporaneous agreements, representations and understanding of the Parties and/or their representatives. No waiver of any of the provisions of the Agreement shall be deemed, nor shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No supplement, modification or amendment of the Agreement nor any waiver of any provision shall be binding unless executed in writing by all the Parties.

17. Further Assurances. Each Party agrees that it will without further consideration execute and deliver such other documents and take such other action as may be reasonably requested by the other Party to consummate more effectively the purposes or subject matter of this Agreement. The provisions of this Section shall survive Closing.

18. Assignment. No assignment of this Agreement or a Party's obligations or duties under this Agreement may be made without the written consent of the other Parties to this Agreement.

19. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.

20. Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next business day. The last day of any period of time described herein shall be deemed to end at 5:00 PM Mountain Standard Time.

21. Choice of Law/Venue/Jurisdiction and Attorneys' Fees. The laws of the State of Utah shall apply to the interpretation, construction and enforcement of this Agreement. In the event any legal action is commenced to enforce this Agreement, jurisdiction and venue shall be properly placed in the 2nd District Court, in and for Weber County, State of Utah and not in any federal court. Furthermore, in the event any legal action is commenced to enforce this Agreement, the prevailing Party shall be entitled to recover all costs incurred and reasonable legal fees (including attorney's fees).

22. Counterparts and Facsimile Signatures. This Agreement may be executed by counterpart and facsimile or email signatures. A set of counterparts containing the signatures of all Parties hereto shall have the same effect as a single Agreement containing the original signatures of all Parties.

23. Default. Time is agreed to be of the essence. In the event either Party fails to comply with any of the material terms hereof, then the other Party may declare a default if such failure continues for a period of ten (10) days after the non-complying Party receives written notice specifying the nature thereof; provided, however, in the event such failure cannot, in the exercise of reasonable diligence, reasonably be cured within such ten (10) day period, such failure shall not be considered a default, provided the non-complying Party commences the cure within the ten (10) day period and continues to exercise reasonable diligence to complete the cure. If any default under this Agreement shall occur and the defaulting Party fails to cure the same within the expected curative time period herein provided, the other Party may seek any remedy at law or in equity without notice or demand, including specific performance. No delay or omission of any Party in exercising any remedies or power accruing upon any event of default shall impair any remedies or

power or shall be construed to be a waiver of any event of default or any acquiescence therein.

24. Joint Preparation. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

25. Severability. If any provision or term of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such provision or term to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

26. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or business entity other than the Parties and their respective successors and permitted assigns.

27. Headings. The Section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

28. Payment of Expenses. Except as otherwise expressly provided herein, the Applicant, on one hand, and the City, on the other hand, shall bear all of its own expenses (including, without limitation, attorney's fees) incurred in connection with the preparation, negotiation, execution, delivery or performance of the Agreement.

IN WITNESS HEREOF, the undersigned have executed this Agreement as of the Effective Date

THE APPLICANT:

CAMINO REAL, LLC
a Utah limited liability company

ROBERT BARNES

Robert Barnes, Manager

Robert Barnes, Individually

CITY:

ROY CITY
a Utah municipal corporation

Attest:

Robert Dandoy, Mayor

Brittany Fowers, Roy City Recorder

EXHIBIT A
(To Real Estate Exchange and Purchase Agreement)

Depiction of Applicant Property

[To Be Inserted Prior to Closing]

EXHIBIT B
(To Real Estate Exchange and Purchase Agreement)

Legal Description of City Property

Parcel 08-031-0061

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U. S. SURVEY: BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 3, NORTH 0°00'45" WEST 576.6 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 3 AND RUNNING THENCE NORTH 86°06'30" WEST 337.3 FEET, TO THE EASTERLY FENCE LINE OF MIDLAND DRIVE; THENCE ALONG SAID EASTERLY FENCE LINE NORTH 37°47' EAST 103.7 FEET THENCE NORTH 88°30' EAST 273.1 FEET TO THE FENCE LINE ALONG THE EAST LINE OF SAID SECTION 3, THENCE SOUTH 0°00'45" EAST ALONG SAID FENCE 112 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM: A PARCEL OF LAND IN FEE FOR THE WIDENING OF SR-108 (MIDLAND DRIVE) KNOWN AS PROJECT NO. S-0108(30)11, BEING PART OF AND ENTIRE TRACT OF PROPERTY SITUATE IN THE SOUTHEAST 1/4 SOUTHEAST 1/4 SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID ENTIRE TRACT, BEING 576.60 FEET NORTH 00°00'45" WEST ALONG THE SECTION LINE AND 337.30 FEET NORTH 86°06'30" WEST ALONG THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT FROM THE SOUTHEAST CORNER OF SAID SECTION 3, AND RUNNING THENCE NORTH 37°47'00" EAST 103.70 FEET ALONG THE EXISTING HIGHWAY RIGHT OF WAY LINE OF SR-108 (MIDLAND DRIVE) TO THE NORTHWEST CORNER OF SAID ENTIRE TRACT, THENCE NORTH 88°30'00" EAST 39.22 FEET ALONG SAID NORTHERLY BOUNDARY LINE TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 10055.00 FEET AT A POINT 55.00 FEET PERPENDICULARLY DISTANT SOUTHEASTERLY FROM THE RIGHT OF WAY CONTROL LINE OF SAID SR-108 (MIDLAND DRIVE) OPPOSITE APPROXIMATE ENGINEERS STATION 545+89.12, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 108.95 FEET, CHORD DIRECTION BEARS SOUTH 38°24'48" WEST 108.95 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT THENCE NORTH 89°06'30" WEST 35.13 FEET ALONG SAID SOUTHERLY BOUNDARY LINE TO THE POINT OF BEGINNING. AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 3161 SQUARE FEET IN AREA OF 0.073 ACRE (E# 2690157)

EXHIBIT C
(To Real Estate Exchange and Purchase Agreement)

Special Warranty Deed – City Property

Parcel Identification Numbers: 08-031-0061

On the _____ day of _____, 2025, personally appeared before me Robert Dandoy, Mayor of Roy City Corporation, the signer of the within instrument, who duly acknowledged to me that

he executed the same.

Notary Public

EXHIBIT "1"

TO

SPECIAL WARRANTY DEED

Parcel 08-031-0061

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U. S. SURVEY: BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 3, NORTH 0°00'45" WEST 576.6 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 3 AND RUNNING THENCE NORTH 86°06'30" WEST 337.3 FEET, TO THE EASTERLY FENCE LINE OF MIDLAND DRIVE; THENCE ALONG SAID EASTERLY FENCE LINE NORTH 37°47' EAST 103.7 FEET THENCE NORTH 88°30' EAST 273.1 FEET TO THE FENCE LINE ALONG THE EAST LINE OF SAID SECTION 3, THENCE SOUTH 0°00'45" EAST ALONG SAID FENCE 112 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM: A PARCEL OF LAND IN FEE FOR THE WIDENING OF SR-108 (MIDLAND DRIVE) KNOWN AS PROJECT NO,S-0108(30)11, BEING PART OF AND ENTIRE TRACT OF PROPERTY SITUATE IN THE SOUTHEAST 1/4 SOUTHEAST 1/4 SECTION 3, TOWNSHIP5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID ENTIRE TRACT, BEING 576.60 FEET NORTH 00°00'45" WEST ALONG THE SECTION LINE AND 337.30 FEET NORTH 86°06'30" WEST ALONG THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT FROM THE SOUTHEAST CORNER OF SAID SECTION 3, AND RUNNING THENCE NORTH 37°47'00" EAST 103.70 FEET ALONG THE EXISTING HIGHWAY RIGHT OF WAY LINE OF SR-108 (MIDLAND DRIVE) TO THE NORTHWEST CORNER OF SAID ENTIRE TRACT, THENCE NORTH 88°30'00" EAST 39.22 FEET ALONG SAID NORTHERLY BOUNDARY LINE TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 10055.00 FEET AT A POINT 55.00 FEET PERPENDICULARLY DISTANT SOUTHEASTERLY FROM THE RIGHT OF WAY CONTROL LINE OF SAID SR-108 (MIDLAND DRIVE) OPPOSITE APPROXIMATE ENGINEERS STATION 545+89.12, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 108.95 FEET, CHORD DIRECTION BEARS SOUTH 38°24'48" WEST 108.95 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT THENCE NORTH 89°06'30" WEST 35.13 FEET ALONG SAID SOUTHERLY BOUNDARY LINE TO THE POINT OF BEGINNING. AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 3161 SQUARE FEET IN AREA OF 0.073 ACRE (E# 2690157)

EXHIBIT D
(To Real Estate Exchange and Purchase Agreement)

Detention Pond Upgrade Drawings

[To Be Inserted Prior to Closing]

Roy City Council Agenda Worksheet

Roy City Council Meeting Date: November 18th, 2025

Agenda Item Number: TBD

Subject: Chickens

Prepared by: Diane Wilson

Concerns: Allow all single-family homes to have chickens if meet lot size and other criteria

Background:

Email from resident who met all lot size and other criteria for Chickens. His zoning category was not included.

Discussed with staff. They voiced it would be appropriate to remove specific zoning categories. Creates fair opportunity for all that meet fundamental requirements.

Solution: Remove Zoning categories.

10-11-10 Excerpt

1. Allowance- All single-family residential properties [~~in the R-1-6, R-1-7, R-1-8, R-1-10 and R-1-15 zones~~] that have a minimum of 6,000 square feet on their property, shall be allowed to have up to a number of chickens (excluding roosters and crowing hens) or a number of rabbits or any combination of chickens or rabbits not to exceed the number listed in the following chart, which is according to the size of the parcel. This would exclude dependent young.

Discussion: Discuss and determine desired changes. Forward changes to staff to adjust code.

Roy City Council Agenda Worksheet

Roy City Council Meeting Date: November 18th, 2025

Agenda Item Number: TBD

Subject: Off-street Parking

Prepared by: Diane Wilson

Concerns: Safety, Parking

Background:

Parking concerns have been brought to city council several times in the last few years with subsequent referral to Planning Commission. One of those times included a council/staff/resident subcommittee. No significant adjustments have been made in off-street parking opportunities for residents.

November 19th, Dave and Brenda Griggs made a presentation and recommendation regarding enhanced parking opportunities on single-family properties. Council felt presentation had merit. Issue forwarded to Planning Commission.

Planning Commission had difficulty knowing direction to take, did not proceed with recommendation.

City Council to proceed with recommendation.

Information:

1. Parking continues to be a Significant Concern for residents as evidenced by the frequent recurrence in discussion.
2. Safety – Big concern. Vehicles parked on street along both sides cause significant safety concern
 - a. Children running out
 - b. Visibility
 - c. 2 vehicles cannot drive down road at same time
3. Society and cultural changes have created the need to change our parking ordinance.

4. No more “one-car” families. Now, one or more vehicles per person. Each person of driving age has one or more cars.
5. “Norm” is no longer one family in a single-family residence. With current housing challenges, many homes have multiple families, including married children with their families living at home.
6. City ordinance prohibits street parking during snow
7. Sizes and types of vehicles have changed. Fewer cars, now SUVs and trucks.
 - a. Full sized SUV:
 - i. Length: 16 – 19 feet
 - ii. Width: 7 – 7.5 feet with mirrors
 - b. Full sized Truck:
 - i. Length: 22 – 24 feet
 - ii. Width: 8.5 feet with mirrors
 - c. Trailers (utility, RV, open flat-bed, etc.):
 - i. Length:
 1. small – mid-sized = 20 – 35 feet
 2. mid – larger = 25 – 40+ feet long
 - ii. Width: 8 – 8.5 feet
8. Recreation norms in Utah consist of RVs and trailers for off-road vehicles.

Possible options:

1. Additional driveway on side of house opposite driveway the width of side yard from home to fence line.
2. Additional driveway on side of house opposite driveway with width of driveway from fence line to up to 6 feet in front of home.
3. Additional driveway on side of house opposite driveway the width of side yard from home to fence line up to 6 feet in front of home with additional driveway allowed in front of home up to 12 feet from porch. This could be hammerhead fashion, or circular driveway.

Discussion: Discuss and determine desired changes. Forward changes to staff to adjust code.