



CITY COUNCIL
AGENDA SUMMARY FORM
COMMUNITY DEVELOPMENT DEPARTMENT

MEETING DATE:	December 17, 2025
AGENDA ITEM:	A RESOLUTION OF THE CITY OF TAYLORSVILLE APPROVING THE DEVELOPMENT AGREEMENT FOR THE MOTION TOWNHOMES PROJECT.
PUBLIC HEARING REQUIRED:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ORDINANCE REQUIRED:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
RESOLUTION REQUIRED:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
AUTHOR:	Terryne Bergeson, Planner II
PRESENTER:	Terryne Bergeson, Planner II
SUMMARY:	<p>Casey Forbush and Chase Andrizzi, representing DAI Utah, have filed a series of applications to develop 13 acres of property at 4271, 4225, and 4273 South 2700 West using the Site-Specific Development (SSD) zoning tool established in Chapter 13.19 of the Taylorsville Land Development Code. The City and Developer intend to enter into a Development Agreement as part of the SSD text amendment and rezone request. The Development Agreement will serve as a legally binding contract, including terms not otherwise required through existing City regulations, as well as provide the negotiated terms of the SSD zoning designation and associated development plan:</p> <ul style="list-style-type: none">• The subject property will be developed in accordance with the approved plans and exhibits established in Chapter 13.45 of the Land Development Code.• At least two (2) townhomes shall be available at a discounted rate to police officers employed by the Taylorsville City Police Department.• Provide individual sewer laterals to certain units, where feasible, to enable the possible conversion to individual ownership in the future.• An approved median to be located within the public right-of-way shall be the responsibility of the owner through formation of HOA.• The timing and phasing of project construction shall be executed in a sequence that creates the least impact on adjacent residential areas.• Northern units shall be constructed first to act as a physical barrier to construction dust and noise.• Every effort shall be made to coordinate timing to direct construction traffic through the Motion Townhomes property, rather than the adjacent neighborhood.

STAFF RECOMMENDATION:	Staff recommends approval of Resolution 25-27.
ATTORNEY'S OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
ATTACHMENTS:	Resolution 25-27 Development Agreement

TAYLORSVILLE, UTAH
RESOLUTION NO. 25-27

**A RESOLUTION OF THE CITY OF TAYLORSVILLE APPROVING THE
DEVELOPMENT AGREEMENT FOR THE MOTION TOWNHOMES PROJECT**

WHEREAS, the Taylorsville City Council (the “Council”) met in regular session on December 17, 2025, to discuss, among other things, approving the development agreement for the Motion Townhomes Project (the “Project”); and

WHEREAS, DAI Utah, will own certain real property located at approximately 4271, 4225, and 4273 S. 2700 W., in Taylorsville, Utah, contingent upon, among other conditions, approval of amendment requests and this resolution; and

WHEREAS, representatives of DAI Utah have made application to the City for a rezone or map amendment and zoning text amendment to assign the Site-Specific Development zoning district designation (“SSD-R-Motion Zoning District”) to the Property for the purpose of developing the Project;

WHEREAS, the City’s Economic & Community Development Director has determined that it is in the best interest of the public health, safety, and welfare to create a Site-Specific Development district for the purpose of developing said Project; and

WHEREAS, the intent of the Development Agreement is to facilitate the development of the Project in accordance with the site-specific land uses allowed and development standards adopted by the City as part of the SSD-R-Motion zoning district to provide for a creative development with unique and unusual characteristics for the benefit of all Parties; and

WHEREAS, after much consideration, the Council has determined that it is in the best interests of the health, safety, and welfare of the City’s citizens to approve the proposed Development Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Taylorsville City Council that the proposed Development Agreement for the Project is hereby approved and the Mayor is hereby authorized to sign the Development Agreement after it has been executed on behalf of DAI Utah.

This Resolution, assigned Resolution No. 25-27, shall take effect upon passage and approval.

PASSED AND APPROVED this _____ day of _____, 2025.

TAYLORSVILLE CITY COUNCIL

By: _____
Council Chairperson

VOTING:

Meredith Harker	Yea	___	Nay	___
Ernest Burgess	Yea	___	Nay	___
Robert Knudsen	Yea	___	Nay	___
Curt Cochran	Yea	___	Nay	___
Anna Barbieri	Yea	___	Nay	___

PRESENTED to Mayor of Taylorsville for her approval this _____ day of _____, 2025.

APPROVED this _____ day of _____, 2025.

Mayor Kristie S. Overson

ATTEST:

Jamie Brooks, Recorder

DEPOSITED in the Recorder's office this _____ day of _____, 2025.

POSTED this _____ day of _____, 2025

WHEN RECORDED RETURN TO:

City of Taylorsville
Attn: Jaime Brooks, City Recorder
2600 West Taylorsville Blvd.
Taylorsville, UT 84129

DEVELOPMENT AGREEMENT FOR MOTION TOWNHOMES

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is entered into this ____ day of December, 2025, by and between MOTION TOWNHOMES, LLC, a Utah limited liability company (“Developer”) and the CITY OF TAYLORSVILLE, a municipal corporation and political subdivision of Salt Lake County, State of Utah (the “City”). Developer and the City are hereinafter sometimes referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

A. Developer has entered into agreements with Beltway West Utah, LLC, a Utah limited liability company (the “Seller”) for the purchase of a total of approximately 13.1 acres of real property located within the boundaries of the City as more particularly described in Exhibit A (the “Motion Townhomes Property”).

B. Developer, in conjunction and cooperation with the current owners of their respective properties, has made application to the City for a general plan map amendment, rezone or map amendment and zoning text amendment to assign to the site-specific development district designation for residential use (“SSD - Motion Townhomes”) to the Motion Townhome Property for the purpose of developing a residential community.

C. The intent of this Agreement is to facilitate the development of the Motion Townhome Property in accordance with the site-specific land uses allowed and development standards adopted by the City as part of the SSD - Motion Townhomes zoning district to provide for a creative development with unique and unusual characteristics for the benefit of all Parties.

D. The City, acting pursuant to its authority under UTAH CODE ANN. §§ 10-9a-101, et seq., has made certain determinations with respect to the Motion Townhome Project, and, in the exercise of its legislative discretion, has elected to process and approve this Agreement after all necessary public hearings and procedures have been conducted.

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

AGREEMENT

1. **Incorporation of Recitals.** The Recitals and Exhibits are hereby incorporated by reference as part of this Agreement.

2. **Conditions Precedent.**

2.1. **Closing of Property Transactions.** As a condition precedent to the obligations of the Parties hereunder, this Agreement is contingent upon and shall only become effective at such time, and if Developer closes on the sale of the Property. If the Property fails to close, this Agreement shall be of no further force or effect, and Motion Townhome Property shall revert to the pre-existing, underlying zoning districts in which the Motion Townhome Property is currently located.

2.2. **Approval of Zoning by City Council.** As a second and additional condition precedent to the obligations of the Parties hereunder, this Agreement is contingent upon and shall only become effective at such time, and if the Taylorsville City Council, in the independent exercise of its legislative discretion, elects to approve the proposed rezoning of the Motion Townhome Property to the SSD - Motion Townhome Zoning District. This Agreement is not intended to and does not affect or in any way bind or supersede the independent exercise of legislative discretion by the City Council in deciding whether to approve or deny the application for the rezoning of the Motion Townhome Property.

3. **Project-Specific Development Standards.**

3.1. **Specific-Development Standards.** The purpose of the SSD - Motion Townhomes Zoning District is to provide for site-specific development standards to allow for the efficient and creative development of property with unique or unusual characteristics. Specific land uses allowed, development standards, and regulations for the Motion Townhome Property portion of the SSD - Motion Townhomes Zoning District have been approved by both the Planning Commission and the City Council pursuant to the provisions of Section 13.19.010 of the Code. They are attached hereto as Exhibit B and incorporated herein by this reference. Developer shall develop the Motion Townhome Property generally in accordance with the concept plan attached as Exhibit C and in compliance with the site-specific land uses allowed and the development standards as contained in Exhibit D.

3.2. **Amendments to Concept Plan and Specific SSD Development Standards.** The Parties understand and agree that the concept plan attached as Exhibit C is a general depiction of building locations, sizes and uses and that more detailed and specific site plans shall be submitted for approval before any actual construction may begin on any portion of the Motion Townhome Property, which may deviate or vary slightly or in ways that are irrelevant to planning considerations from what is depicted in Exhibit C to this Agreement or which represent logical development of the details depicted on Exhibit C. If Developer, or the successor owner of the Motion Townhome Property, desires to modify Exhibit C further, it shall submit a request to the Community Development Director of the City ("CDD"), who may approve minor modifications or amendments in the development of the Project as depicted in Exhibit C. Without limiting the scope of what constitutes a minor modification or amendment, the following shall be presumed to constitute a minor modification or amendment: (a) an increase of less than five percent (5%) in the total overall square footage in the entire Motion Townhome Property; (b) alteration of the sizes or types of units in each Phase of the Motion Townhomes Community that does not cause the total overall square footage to exceed the five percent (5%) threshold set forth in (a); (c) alteration of the exterior design and improvements to the buildings within setbacks; (d) any decrease in hardscape and increase in landscaping; and (e) variations in the heights of buildings in excess of 35'. For avoidance of doubt, alteration of the size, type, or number of units in any Phase of the entire Motion Townhome Property that falls within the presumptions set forth in the previous sentence shall constitute a minor modification or amendment. Any amendments to this Agreement that the CDD determines to be major amendments to Exhibit C, as determined by the CDD, shall be referred to the Planning Commission for their review and approval. Any proposed amendment to the specific SSD - Motion Townhomes development standards and regulations in Exhibit C including, but not limited to, changes in road alignment, height of buildings, setbacks, density and uses of property shall be regarded as a major amendment that shall require either Planning Commission or City Council approval,

depending on whether the proposed amendment is only to the Concept Plan or to the Specific Development Standards and Regulations attached as Exhibit B. Except as provided above, the CDD shall have the discretion to determine what constitutes a minor or major amendment and may elect to seek approval of the Planning Commission and/or City Council, as applicable, in his or her discretion. Any decision of the CDD approving or denying a request for a minor modification in Exhibit C, or a decision as to whether a proposed modification is a major amendment that requires Planning Commission or City Council approval, as applicable, is a land use decision that may be appealed under the provisions of §13.34.010 of the Code.

3.3. **Rent Discounts.** Developer, and any successor in interest to the Project, shall designate not fewer than two residential dwelling units within the Project for a rental concession program and shall provide a twenty percent (20%) discount off of the base rent, exclusive of any premiums, utilities, parking charges, or other applicable fees, to qualifying City employees. Eligible occupants shall include sworn police officers who are employed by the City as of the commencement of their respective lease terms. The rent discount shall apply only during the period of active City employment and shall automatically terminate upon cessation of such employment.

3.4. **Future Ownership.** Notwithstanding Developer's intent to provide all of the units as long-term for-rent townhomes, the parties acknowledge that it may be advantageous in the future to have individual, owner-occupied townhomes for some/all of the units within the Project. Accordingly, Developer shall provide individual sewer and water laterals to each individual unit within a 3-story Everest building (as further detailed in Exhibits B and C). For all other Imperial units (as further detailed in Exhibit B and C), Developer may, in its discretion but so long as doing so otherwise complies with City and other applicable requirements, provide one sewer lateral and one water lateral per building to serve each of the units within such building.

4. **Approval Process for Development Applications.** The City shall process applications for development of the Project in accordance with the Code. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it of the obligation to comply with all of the applicable requirements for approval of preliminary and final subdivision plats, or preliminary and final site plans, as applicable, for the proposed development of the Project consistent with the terms and conditions of this Agreement and the applicable provisions of the Code.

5. **Phasing.** A preliminary phasing plan for the Motion Townhome Property is attached hereto and incorporated herein by this reference as Exhibit F. Developer agrees to proceed with construction of the Motion Townhome Property with reasonable diligence consistent with Exhibit F.

6. **Payment of Fees.**

6.1. **Development Application and Review Fees.** Developer shall pay to the City all of the fees, including, but not limited to, application fees, impact fees, and connection fees for review and approval of development of any and all phases of the Project in the amounts set forth in the City's Consolidated Fee Schedule, a copy of which is attached as Exhibit E and incorporated herein by this reference. Pursuant to the provisions of §3.16.080 of the Code, the City Council hereby determines that there is a prevailing public interest in allowing deferral of the payment of fees for final subdivision and final site plan approval on a phase-by-phase basis for the Project.

6.2. **Other Fees.** The City may charge other fees in existence as of the date of this Agreement, including, without limitation, standard building permit review and inspection fees for improvements to be constructed on improved parcels that are generally applicable to other developments within the City. The Project shall not be subject to new fees and charges imposed by the City after the date of this Agreement.

6.3. **Reservation of Right to Challenge Fees.** Notwithstanding any provision of this Agreement, the Developer does not waive Developer's rights under any applicable law to challenge the reasonableness or legality of the amount or imposition of any fees.

7. **Vested Rights.**

7.1. **Vested Rights.** Developer shall have the vested right to have preliminary and final subdivision plats, or preliminary and final site plans, as applicable, approved and to develop and construct the Project in accordance with and subject to compliance with the terms and conditions of this Agreement, the SSD - Motion Townhomes Zoning District, and other applicable provisions of the Code. Pursuant to the provisions of §13.19.010(H) of the Code, if no substantial construction has been initiated as part of the Project within two (2) years of the date of this Agreement plus any period of force majeure, the City may consider rezoning the property to revert to the zoning districts that existed prior to the approval of the SSD - Motion Townhomes Zoning District. To the extent that there is any conflict between the text portion of this Agreement and the Exhibits, the more specific language or description, as the case may be, shall control. Where any conflict or ambiguity exists between the provisions of the Code and this Agreement (including the Exhibits to this Agreement), this Agreement shall govern. Notwithstanding the foregoing, the rights vested as provided in this Agreement are not exempt from the application of the Code and subsequently enacted ordinances to the extent that would impair the City's reserved legislative powers in Section 7.2.

7.2. **Reserved Legislative Powers.** The Parties acknowledge 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 those police powers 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 any development standards that apply to the Project under the terms of this Agreement based upon the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine of the State of Utah. Any such proposed legislative changes shall be of general application to all development activity in the City; and, unless the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

8. **Infrastructure and the Provision of Municipal Services.**

8.1. **Construction of Necessary Infrastructure to Service the Project.** Developer shall have the obligation to construct or cause to be constructed and installed all of the public or private infrastructure, including, but not limited to, roads and utilities, which are located on and necessary to service any portion of the Motion Townhome Property, as applicable, as part of the Project, which are the subject of an application for development approval, and any off-site improvements necessary to connect to existing utilities.

8.2. **2440 West.** Developer shall construct the entrance road ("2440 West") in accordance with this Agreement and all applicable City standards including but not limited to: (a) twenty-six feet (26') wide pavement plus curb and gutter; and (b) installation of sidewalk on at least one side of 2440 West. Additional details on the initial design and dimensions of 2440 West are provided in Figure 2 of the SSD - Motion Townhomes Zoning District (attached hereto as Exhibit B). During the construction of the utilities through 2440 West and any development work appurtenant to such utility work, Developer, the City, and Seller shall coordinate on any necessary realignment of traffic to the existing Beltway West commercial buildings. Developer shall use commercially reasonable efforts to provide alternate traffic routes and avoid the re-directing of traffic through the existing residential neighborhood to the north. If Developer and the

City are unable to re-direct traffic through the Motion Townhomes Property and such traffic is re-directed through the residential neighborhood to the north, Developer shall complete the construction of the utilities and 2440 West or build alternate traffic route(s) to Seller's existing commercial buildings within Thirty (30) days of the day that traffic is first re-directed through the residential neighborhood to the north.

8.3. **Third-Party Service Providers.** Developer shall be responsible for obtaining the approval and incurring the costs of constructing any off-site and on-site infrastructure and improvements from third-party service providers, including, but not limited to, Rocky Mountain Power, Dominion Energy, and the Taylorsville-Bennion Improvement District, that are necessary to service any portion of the Motion Townhome Property, as applicable, as part of the Project. The City shall, as necessary, reasonably cooperate in seeking approval and permits from third-party service providers.

8.4. **Maintenance of Private Roads and Improvements.** Developer, through the establishment of a Homeowners Association or as the obligation of a singular common owner of the Property and all such private roads and areas, shall have the duty to maintain all private roads and areas designated as such on subdivision plats that are located within that portion of the Project constructed on the Motion Townhome Property.

8.5. **Landscaping and Maintenance Plan for Median.** A landscape plan that complies with the Code shall be submitted to the Planning Commission for its approval. Together with the application of the landscape plan, Developer shall provide for maintenance of that common landscaped area by the formation of a Homeowners Association or other acceptable form of private maintenance agreement, which shall be prepared by Developer and submitted for approval by the City. Such maintenance agreement shall also address maintenance of the entrance lighting located within the median of the public right of way.

8.6. **Parking and Garage Inspections.** The parties acknowledge that the adequate provision of parking is necessary for the quality and safety of residents who will live in the Project. As such, Developer shall construct the parking stalls in accordance with the requirements of this Agreement (and as more specifically set forth in the SSD – Motion Townhomes Zoning District and as depicted in the attached Exhibit G). In connection therewith, Developer, or a management company designated by Developer, shall perform periodic inspections of garages to ensure that residents of the Project are utilizing the garage spaces provided for the parking of vehicles.

9. **Term of Agreement.** The term of this Agreement (the "Term") shall be for a period of five (5) years following the date of its execution by all Parties, unless it is terminated earlier or its Term is modified by written amendment to this Agreement, but the terms of this Agreement shall continue to be effective as to applications that have been submitted and development that has occurred within the Project notwithstanding the termination of this Agreement.

10. **Successors and Assigns.**

10.1. **Binding Effect.** This Agreement shall be binding upon all successors and assigns of Developer in the ownership or development of any portion of the Motion Townhomes Community Property.

10.2. **Assignability.** Neither this Agreement nor any of its provisions, terms, or conditions may be assigned to any other party, individual, or entity without assigning the rights as well as the responsibilities under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Under this Agreement, the rights with respect to the Motion Townhome Property may be assigned to different persons or entities subject to approval by the City as set forth in this Section 10.2. Any such request for assignment may be made by letter, addressed to the

City as provided herein. The prior written consent of the City may also be evidenced by a letter from the City to Developer or its successors or assigns.

11. **Default.**

11.1. **Notice.** If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a default has occurred shall provide notice to the other Party as provided herein.

11.2. **Contents of the Notice of Default.** The Notice of Default shall:

- 11.2.1. Claim of Default. Specify the claimed event of default;
- 11.2.2. Identification of Provisions. Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this Agreement that is claimed to be in default;
- 11.2.3. Specify Materiality. Identify why the default is claimed to be material; and
- 11.2.4. Optional Proposed Cure. The City may choose, in its discretion, to propose a method and time for curing the default which shall be of no less than sixty (60) days duration.

11.3. **Meet and Confer.** Upon the issuance of a Notice of Default, the Parties shall meet within ten (10) business days and confer in an attempt to resolve the issues that are the subject matter of the Notice of Default.

11.4. **Remedies.** If, after meeting and conferring, the Parties are not able to resolve the default, then the Parties may have the following remedies:

- 11.4.1. Legal Remedies. The rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance, and termination, but not including damages or attorney's fees.
- 11.4.2. Enforcement of Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying the particular default.
- 11.4.3. Withholding Further Development Approvals. The right to withhold all further reviews, approvals, licenses, building permits, and/or other permits for development of the Project on those properties owned by the defaulting party.

11.5. **Emergency Defaults.** Anything in this Agreement notwithstanding, if the Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City, then the City may impose the remedies of Section 11.4 without meeting the requirements of Section 11.5. The City shall give Notice to Developer and/or any applicable successor or assign of any public meeting at which an emergency default is to be considered, and the allegedly defaulting party shall be allowed to address the Council at that meeting regarding the claimed emergency default.

11.6. **Extended Cure Period.** If any default cannot be reasonably cured within sixty (60) days, then such cure period may be extended as needed, by agreement of the Parties for good cause shown, so long as the defaulting party is pursuing a cure with reasonable diligence.

11.7. **Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.

11.8. **Force Majeure.** All time periods imposed or permitted pursuant to this Agreement shall automatically be extended and tolled for: (a) period of any and all moratoria imposed by the City or other governmental authorities in any respect that materially affects the development of the Project; or (b) by events reasonably beyond the control of Developer including, without limitation, inclement weather, war, strikes, unavailability of materials at commercially reasonable prices, and acts of God, but which does not include financial condition of the Developer or its successors.

12. **Notices.** Any notices, requests, and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended or, if mailed, shall be by certified mail, return receipt requested, postage prepaid to such Party at its address shown below:

If to Developer:	Motion Townhomes, LLC Attn: Joe Salisbury 14034 S. 145 E. #204 Draper, UT 84020 Office Phone: (801) 495-3414 Email: joe@daiutah.com
With a Copy to:	Chase Andrizzi, Esq 14034 S. 145 E. #204 Draper, UT 84020 Email: chase@daiutah.com
If to the City:	To the City of Taylorsville: Taylorsville City Attn: John Taylor, City Administrator 2600 West Taylorsville Blvd. Taylorsville, Utah 84129 Office Phone: 801-955-2009 Email: jtaylor@taylorsvilleut.gov
With a Copy to:	Taylorsville City Attorney's Office Attn: Tracy S. Cowdell 2600 West Taylorsville Blvd. Taylorsville, Utah 84129 Email: tcowdell@me.com

Any Party may change its address or notice by giving written notice to the other Parties in accordance with the provisions of this Section.

13. **General Terms and Conditions.**

13.1. **Agreement to Run with the Land.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder against the Developer Motion Townhome Property and is intended to and

shall be deemed to run with the land and shall be binding on all successors in the ownership and development of any portion of the Developer Motion Townhome Property.

13.2. **Entire Agreement.** This Agreement, together with the Exhibits hereto, integrates and constitutes all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.

13.3. **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

13.4. **Non-Liability of City Officials or Employees.** No officer, representative, agent, or employee of the City shall be personally liable to Developer, or any successor-in-interest or assignee of Developer, in the event of any default or breach by the City or for any amount which may become due to Developer, or its successors or assignees, for any obligation arising out of the terms of this Agreement.

13.5. **No Third-Party Rights.** The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the City and Developer. The City and Developer alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.

13.6. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

13.7. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

13.8. **Survival.** All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

13.9. **Public Information.** The Parties understand and agree that all documents related to this agreement will be public documents, as provided in UTAH CODE ANN. § 63G-2-101, et seq.

13.10. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah, and the City of Taylorsville.

13.11. **Venue and Dispute Resolution.** In the event of any dispute arising under or relating to this Agreement, the Parties stipulate and agree that such dispute shall first be submitted for resolution before the City's duly appointed Administrative Law Judge. No Party shall commence or maintain an action in the Third District Court until the administrative process has been fully exhausted and a final administrative order has been issued, except to the extent judicial review is otherwise required or permitted by applicable law.

13.12. **Damages.** The Parties stipulate and agree that neither Party shall assert or maintain any claim against the other for monetary damages of any kind, whether compensatory, consequential,

incidental, exemplary, or punitive, arising out of or relating to this Agreement or anything related to the SSD - Motion Townhomes zone. The Parties further agree that the sole and exclusive remedies available under this Agreement shall be equitable in nature, including claims for declaratory relief, injunctive relief, and specific performance.

13.13. **Counterparts.** This Agreement may be executed in multiple counterparts, which shall constitute one and the same document.

(Signatures begin on the following page)

EXHIBIT A
Legal Description of Property

A portion of Beltway West Subdivision, recorded as Entry No. 14078636:2023 in the office of the Salt Lake County Recorder, and being more particularly described as follows:

Beginning at the Northwest Corner of Beltway West Subdivision, recorded as Entry No. 14078636:2023 in the office of the Salt Lake County Recorder, said point also being located S00°00'47"W along the Quarter Section Line 1098.00 feet and S89°50'08"E 50.00 feet from the North Quarter Corner of Section 4, Township 2 South, Range 1 West, Salt Lake Base & Meridian; Thence along said Subdivision Boundary the following fourteen (14) courses: S89°50'08"E 200.00 feet; thence N00°00'47"E 7.00 feet; thence S89°50'08"E 110.00 feet; thence N75°38'10"E 51.99 feet; thence N08°30'00"W 1.41 feet; thence N81°30'00"E 100.74 feet; thence N08°30'00"W 15.00 feet; thence N81°30'00"E 50.00 feet; thence N08°30'00"W 3.06 feet; thence N81°30'00"E 110.00 feet; thence N08°30'00"W 15.00 feet; thence S89°50'08"E 161.85 feet; thence N03°18'00"E 20.23 feet; thence S81°00'00"E 546.80 feet; thence S08°53'04"W 131.05 feet; thence N82°03'12"W 5.03 feet; thence S07°56'48"W 25.94 feet; thence along the arc of a curve to the right 104.09 feet with a radius of 65.50 feet through a central angle of 91°03'12", chord: S53°28'25"W 93.48 feet; thence N81°00'00"W 13.96 feet; thence S08°09'04"W 68.39 feet; thence S08°11'47"W 429.27 feet; thence S08°09'42"W 92.96 feet; thence N82°03'12"W 27.12 feet; thence S56°38'40"W 18.18 feet; thence N30°01'37"W 47.07 feet; thence S60°00'15"W 37.03 feet to the Boundary of said Beltway West Subdivision; thence along said Boundary the following six (6) courses: N30°02'54"W 215.28 feet; thence N23°44'23"W 48.60 feet; thence S89°57'59"W 474.19 feet; thence N00°26'45"E 407.02 feet; thence N89°25'15"W 418.42 feet; thence N00°00'47"E 108.91 feet to the point of beginning.

Contains: ±570,200 square feet or 13.09 acres.

EXHIBIT B

SSD – Motion Townhomes Text

[to be inserted upon approval by the City Council]

EXHIBIT C
Concept Plan



Total Units: 222 Units

Imperial (1-bedroom) 69

Imperial (2-bedroom) 69

Everest (3-bedroom) 84

Total Units 222

Total Open Space 4.396 Ac
(33.55%)

EXHIBIT D*Use Table*

Land Use	SSD-R-Motion District
Land Use	SSD-R-Motion District
Accessory structure	NC
Animals (household pets)	P
Backyard chickens	N
Bed and breakfast	N
Dwelling, multiple-unit	P
Home occupation	P
Parks, public and private	P
Planned unit development	P
Residential facility for elderly persons	P
Residential facility for persons with a disability	P
Residential lease, short term	N
Zero lot line development	P

EXHIBIT E
Fees

[to be inserted by City]

EXHIBIT F
Phasing Map



EXHIBIT G *Parking Plan*



Parking Summary

Total Units	222 Units
● Garage Spaces	306 Sp
● Driveway Spaces	218 Sp
● Surface Sp (Guest)	152 Sp
● Office/Res Shared	12 Sp
Total Res Parking	688 Sp (3.09 sp/unit)

Existing Office Parking	331 Sp
● Office Parking	298 Sp
● Office/Res Shared	12 Sp
Total Office Parking	310 Sp