160 SOUTH MAIN
FARMINGTON, UT 84025
FARMINGTON.UTAH.GOV

CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the Farmington City Council will hold a special meeting on **Thursday March 12, 2026**. The public is invited to attend the hearing and give written or verbal comments. Pursuant to Utah Code Ann. § 52-4-207(5)(e), all City Council members will participate **remotely** through audio-visual connection, and no anchor location will be provided for the public to personally attend the meeting, unless a member of the public makes a written request at least 12 hours before the scheduled meeting time, to provide for an anchor location for members of the public to attend the meeting in person. For additional inquiries about the hearing, please contact Brigham Mellor via email at bmellor@farmington.utah.gov. The link to listen to the meeting live and to comment electronically can be found on the Farmington City website www.farmington.utah.gov.

REGULAR SESSION – 5:00 p.m.

BUSINESS - PUBLIC HEARING:

1. Sale of 2.1 acres of land located at approximately 1820 W. Shepard Lane, on the North side Shephard Lane, to Rocky Mountain Power.

SUMMARY ACTION:

1. Consideration of an amendment to the Development Agreement for theANA at approximately 1000 N Shepard Park Road to include language in the agreement which reflects conditions previously imposed by the City Council with the initial approval.

ADJOURN

In compliance with the Americans with Disabilities Act, individuals needing special accommodations due to a disability, please contact Carly Rowe at 801-939-9215 at least 24 hours in advance of the meeting.

I hereby certify that I posted a copy of the foregoing Notice and Agenda at Farmington City Hall, Farmington City website www.farmington.utah.gov and the Utah Public Notice website at www.utah.gov/pmn. Carly Rowe Posted on March 10, 2026

CITY COUNCIL AGENDA

BUSINESS - PUBLIC HEARING

AGENDA TITLE: Sale of 2.1 acres of land located at approximately 1820 W. Shepard Lane, on the North side Shephard Lane, to Rocky Mountain Power.

PRESENTED BY: Brigham Mellor

MEETING DATE: March 12, 2026

160 S Main
Farmington Utah 84025

CITY COUNCIL STAFF REPORT

To: Mayor and City Council

From: Brigham Mellor

Date: 3/12/2026

Subject: **Resolution for the sale of 2.1 acres to PacifiCorp**

RECOMMENDATION(S)

Approve Resolution selling parcel ID #08-057-0019 for $1,000,000 to PacifiCorp for the purpose of building a power substation.

BACKGROUND

Farmington, UDOT, and Rocky Mountain Power have been working together to ensure there will be sufficient power for our community's needs in the future. For that to happen, an additional substation is needed. Farmington was able to assist by purchasing the property and holding it in reserve for this specific purpose.

The land was purchased over 2 years ago from a private seller (Boyce). The terms of that purchase were that we would use this land exclusively for a power substation.

Respectfully submitted,

Brigham Mellor
City Manager

REAL ESTATE PURCHASE CONTRACT

OFFER TO PURCHASE

PacifiCorp, an Oregon corporation ("Buyer"), located at 825 NE Multnomah Street, Suite 1900, Portland, Oregon 97232, offers to purchase the **Property** described below, from **Farmington City Corporation,** a Utah municipal corporation ("Seller"), in accordance with the provisions of this Real Estate Purchase Contract ("**REPC**"). Buyer and Seller may each be referred to as a "Party" and collectively as the "Parties."

OTHER PROVISIONS

December 10, 2025

1. PROPERTY: Approx. 1820 W. Shepard Lane Parcel Tax ID# 08-057-0019
Address Approx. 1820 W. Shepard Lane City Farmington County Davis State Utah
More Particularly Described as:

BEG AT A PT 427.68 FT S & 1215.72 FT E FR NW COR OF SD SEC 14-T3N-R1W, SLM; TH S 330 FT ALG E LINE OF LOT 4 OF JAMES T WORKMAN SURVEY; TH W 132 FT, M/L, ALG S LINE OF SD SURVEY TO N'LY R/W LINE OF SHEPHARD LANE OVERPASS RD AT A PT 90 FT RADIALLY DISTANT NE'LY FR CENTER LINE OF SD OVERPASS RD APPROXIMATELY AT ENGINEER STATION 30+17; TH SE'LY 15 FT, M/L, ALG ARC OF A 482.96 FT RAD CURVE TO LEFT (NOTE: TANGENT TO SD CURVE AT IT POB BEARS APPROXIMATELY S 64^21' E); TH S 58^00'38" E 88.21 FT TO A PT 70 FT RADIALLY DISTANT NE'LY FR SD CENTER LINE ENGINEER STATION 29+00; TH E'LY 359.93 FT ALG ARC OF A 502.96 FT RAD CURVE TO LEFT TO A PT 70 FT RADIALLY DISTANT NW'LY FR SD CENTER LINE AT ENGINEER STATION 24+89.98 (NOTE: TANGENT TO SD CURVE AT ITS POB BEARS S 76^03'53" E); TH N 62^56' E 77 FT, M/L, ALG SD N'LY R/W LINE PARALLEL TO SD CENTER LINE TO A SW'LY R/W LINE OF UNION PACIFIC RR; TH NW'LY 490 FT, M/L, ALG SD SW'LY R/W LINE TO POB. CONT 2.10 ACRES.

1.1 INCLUDED ITEMS: Unless excluded herein, this sale shall include structures and all fixtures presently attached to the **Property.**

1.2 EXCLUDED ITEMS: These items are excluded from this sale: N/A

2. PURCHASE PRICE. Buyer agrees to pay for the **Property** as follows:

$ 70,000	**Earnest Money Deposit**
$ 930,000	**Balance of Purchase Price** in cash at closing
$ 1,000,000	**TOTAL PURCHASE PRICE**

3. CLOSING. This transaction shall be closed within thirty (30) days of all contingencies being fulfilled, but no later than July 30, 2026, unless extended by the Parties. **Closing** shall occur when: (a) Buyer and Seller have signed and delivered to each other (or to the escrow/title company), all documents required by this **REPC**, by written escrow instructions signed by Buyer and Seller, and by applicable law; (b) the moneys required to be paid under these documents have been delivered to the escrow/title company in the form of collected or cleared funds, cashier's check, or other form acceptable to the escrow/closing office; (c) the deed which Seller has agreed to deliver under *Section 6* has been recorded; and (d) all tenants of the property have vacated the premises. Buyer shall pay the escrow **Closing** fee. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. Seller will pay taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated as set forth in this *Section 3.* Prorations set forth in this *Section 3* shall be made as of the date of **Closing.** The provisions of this section shall survive **Closing**.

4. POSSESSION. Seller shall deliver possession to Buyer upon **Closing. No tenants may be present, whether lawfully or unlawfully. All costs of eviction or tenancy dispute shall be borne by Seller and must be resolved before Buyer takes possession.** The provisions of this section shall survive Closing.

5. TITLE & TITLE INSURANCE. (a) Seller has fee title to the **Property** and agrees to convey marketable title to Buyer by General Warranty Deed, free of financial encumbrances as warranted under *Section 10.2;* (b) Buyer intends to acquire at **Closing**, a current standard form owner's policy of title insurance in the amount of the **Total Purchase Price;** (c) the title policy shall conform with Seller's obligations under *subsections (a)* and *(b)*. The commitment shall conform to the title insurance commitment provided under *Section 6.1*. The provisions of this section shall survive **Closing**.

6. SPECIFIC UNDERTAKINGS OF SELLER.

6.1 SELLER DISCLOSURES. Seller will deliver to Buyer the following **Seller Disclosures** no later than the dates indicated below:

(a) a *Seller Property Condition Disclosure (Land)* for the Property, signed and dated by Seller:	January 15, 2026
(b) a commitment for the policy of title insurance required under *Section 6*, to be issued by the title insurance company chosen by Buyer, including copies of all documents listed as Exceptions on the Commitment:	January 15, 2026
(c) a copy of any lease, rental, and property management agreements affecting the Property not expiring before Closing:	January 15, 2026
(d) evidence of any water rights and/or water shares referenced in Section 1.1:	January 15, 2026
(e) written notice of any claims or conditions known to Seller related to environmental problems or code violations:	January 15, 2026

Seller agrees to pay any charge for cancellation of the title commitment provided under *subsection (b)*.

If Seller does not provide any of Seller **Disclosures** within the time periods agreed above, Buyer may either waive the particular **Seller Disclosure** requirement by taking no timely action or Buyer may notify Seller in writing within 4 calendar days after the expiration of the particular disclosure time period that Seller is in **Default** under this **REPC** and that the remedies under *Section 16* are at Buyer's disposal.

7. BUYER'S CONDITIONS OF PURCHASE.

7.1 DUE DILIGENCE. Buyer shall have until April 30, 2026 (the "Due Diligence") to test or investigate the Property. Buyer, at its sole option, shall undertake the following **Due Diligence** elements at its own expense and for its own benefit for the purpose of complying with the **Contingencies** under *Section 8:*

(a) Ordering and obtaining any environmentally-related study of the **Property;**

(b) Ordering and obtaining a physical inspection report regarding, and completing a personal inspection of, the **Property;**

Seller agrees to cooperate fully with Buyer's completing these Due Diligence matters and to make the **Property** available as reasonable and necessary for the same.

7.2 FEASIBILITY. Buyer shall have until April 30, 2026 (the "**Feasibility Period**") to assess whether purchase of the **Property** is feasible, in Buyer's sold discretion. Buyer may terminate the **Feasibility Period** at any time by giving written notice to Seller of its intent to proceed to **Closing** (subject to satisfaction or waiver of any applicable conditions precedent to the Closing). Alternatively, Buyer may, for any reason or no reason, terminate this Agreement during the **Feasibility Period**, in which event this Agreement shall be terminated and Buyer shall receive a refund of the **Earnest Money Deposit**.

8. CONTINGENCIES. This offer is subject to Buyer's approving in its sole discretion Seller **Disclosures** matters in *Section 6*.

8.1 Buyer shall have 5 calendar days after the times specified in *Section* 7.1 for receipt of **Seller Disclosures** to review the content of the disclosures and the outcome of the undertakings.

8.2 If Buyer does not deliver a written objection to Seller regarding a **Seller Disclosure,** within the time provided in *Section 8.1,* that item will be deemed approved by Buyer.

8.3 If Buyer objects, Buyer and Seller shall have __4__ calendar days after receipt of the objections to resolve Buyer's objections. Seller may, but shall not be required to, resolve Buyer's objections. Likewise, Buyer is under no obligation to accept any resolution proposed by Seller. If Buyer's objections are not resolved within the stated time, Buyer may void this **REPC** by providing written notice to Seller within the same stated time. If this **REPC** is not voided by Buyer, Buyer's objection is deemed to have been waived. However, this waiver does not affect warranties under *Section 10.*

8.4 Resolution of Buyer's objections under *Section 8.3* shall be in writing and shall become part of this **REPC.**

9. SPECIAL CONTINGENCIES AND CONDITIONS.

9.1 After the **Due Diligence** and **Feasibility Period**, Buyer will have 20 days to submit the remainder of the Purchase Price to Title to be held in Escrow by Title until **Closing**.

9.2 Closing Contingency. The Parties agree that the **Property** is being acquired by Buyer to build a substation. However, the Property by itself is not large enough to build the substation. A parcel of approximately 1.734 acres located adjacent to the **Property**, owned by Utah Department of Transportation (**"UDOT Property"**) is necessary for the substation. The Parties agree that Buyer's requirement for **Closing** is subject to the Buyer being able to purchase the **UDOT Property**. If the Buyer is not under contract or if the purchase of the **UDOT Property** is not acquired by **April 30, 2026**, Buyer may unilaterally terminate this Agreement by providing written notification to the Seller. After receiving notice from Buyer, Seller agrees to sign any documents needed by Title to release the full **Purchase Price** including the **Earnest Money** to the Buyer.

10. AS-IS CONDITION OF PROPERTY/ADDITIONAL WARRANTIES.

10.1 Buyer acknowledges and agrees that in reference to the physical condition of the **Property**: (a) Buyer is purchasing the property in an "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence period, an opportunity to completely inspect and evaluate the condition of the **Property**; and (c) if based on Buyer's Due Diligence, Buyer elects to proceed with the purchase of the **Property**, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the **Property**.

10.2 Notwithstanding Subsection 10.1, Seller warrants the following to Buyer regarding the **Property**:

(a) At **Closing**, Seller will bring current all financial obligations encumbering the Property which are assumed in writing by Buyer and will discharge all such obligations which Buyer has not so assumed;

(b) As of **Closing**, Seller has no knowledge of any claim or notice of an environmental, building, or zoning code violation regarding the **Property** which has not been resolved; and

(c) As of **Closing**, Seller will have resolved any disputes over tenancy with any previous or current tenant of the **Property** and shall be in a position to deliver possession of the **Property** to Buyer without anyone asserting continued tenancy rights.

The provisions of this Section shall survive **Closing**.

11. FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION. After all contingencies have been removed and before **Closing**, Buyer may conduct a "walk-through" inspection of the **Property** to determine and to verify the condition of the Property has not changed. If the Property is not in the same condition as of the date of this REPC, Seller will correct it as necessary or, with the consent of Buyer, escrow an amount at **Closing** to provide for such repair. Buyer's failure to conduct a "walk-through" inspection or to claim during the "walk-through" inspection that the **Property** does not include all items referenced in *Section 1.1,* shall constitute a waiver of Buyer's rights under *Section 1.1.*

12. CHANGES DURING TRANSACTION. Seller agrees that no changes in any existing leases shall be made, no new leases entered into, no substantial alterations or improvements to the **Property** shall be undertaken without the written consent of Buyer, no further financial encumbrances to the Property shall be made, and no changes in the legal title to the **Property** shall be made.

13. AUTHORITY OF SIGNERS. Buyer is a corporation and the person signing this **REPC** on its behalf warrants his or her authority to do so and to bind Buyer and its successors in interest to Buyer. If Seller is not the vested owner of the **Property** but has control over the vested owner's disposition of the Property, Seller agrees to exercise this control and deliver title under this **REPC** as if it had been signed by the vested owner. Seller is a municipal corporation and must have the authorization of its governing body, the Farmington City Redevelopment Agency Board (the "Board"), before it may enter into a real estate transaction. Buyer acknowledges this fact and understands the in the absence of that approval in an open and public meeting, all of Seller's agents lack authority to legally bind Seller. If Seller does not obtain the authority of the Board, Buyer may terminate this REPC and obtain the return of the Earnest Money Deposit.

14. COMPLETE CONTRACT. This instrument (together with its Addenda, any attached Exhibits, and **Seller Disclosures)** constitutes the entire **contract** between the parties and supersedes all prior dealings between the parties. This **REPC** cannot be changed except by written agreement of the parties.

15. DISPUTE RESOLUTION. The parties agree that any dispute or claim relating to this **REPC** shall first be submitted to mediation in accordance with the Utah Real Estate Buyer/Seller Mediation Rules of the American Arbitration Association. Each party agrees to bear its own costs of mediation. Any Agreement signed by the parties pursuant to the mediation shall be binding. If mediation fails, the procedures applicable and remedies available under this **REPC** shall apply. Nothing in this *Section* shall prohibit Buyer from seeking specific performance by Seller by filing a complaint with the court, serving it on Seller by means of summons or as otherwise permitted by law, and recording a *lis pendens* with regard to the action provided that Buyer permits Seller to refrain from answering the complaint pending mediation. Also, the parties may agree in writing to waive mediation.

16. DEFAULT. If Buyer defaults, Seller may elect to terminate this Agreement upon written notice to Buyer. If Seller defaults, Buyer may elect to terminate this Agreement upon written notice to Seller. Where a *Section* of this **REPC** provides a specific remedy, the Parties intend that the remedy shall be exclusive regardless of rights which might otherwise be available under common law.

17. ATTORNEY'S FEES & GOVERNING LAW. In any action arising out of this **REPC**, the prevailing Party shall be entitled to costs and reasonable attorney's fees. The laws of the state of Utah shall govern this Agreement. The provisions of this Section shall survive **Closing.**

18. NOTICES. Except as provided in Section 23, all notices required under the **REPC** must be: (a) in writing; (b) signed by Buyer or Seller giving notice; and (c) received by Buyer or Seller, or their respective agent, or by the brokerage firm representing Buyer or Seller, no later than the applicable date referenced in the **REPC.**

19. NO ASSIGNMENT. The **REPC** and the rights and obligations hereunder, are personal to Buyer. The **REPC** may not be assigned by Buyer without the prior written consent of Seller.

20. RISK OF LOSS. All risk of loss or damage to the Property shall be borne by Seller until Closing.

21.JURY WAIVER. To the fullest extent permitted by law, each of the parties waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under, or in connection with the Subject Property. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

22. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in this transaction. Extensions must be agreed to in writing by all parties. Performance under each *Section* of this **REPC** which references a date shall be required by 5:00 P.M., **Mountain Time** on the stated date.

23. ELECTRONIC TRANSMISSIONS & COUNTERPARTS. This **REPC** may be signed by digital signatures, and in counterparts, and each counterpart bearing an original signature shall be considered one document with all others bearing original signature. Also, electronic transmissions of any signed original document and re-transmission of any signed electronic transmission shall be the same as delivery of an original.

24. ACCEPTANCE. Acceptance occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counteroffer where noted to indicate acceptance; and (b) communicates to the other party or the other party's agent that the offer or counteroffer has been signed as required.

IN WITNESS WHEREOF, the Parties have executed this REPC effective as of the date and year last below written.

BUYER
PacifiCorp, an Oregon corporation

Jana Mejdell Digitally signed by Jana Mejdell Date: 2025.12.12 10:16:35 -08'00'   12/12/2025

Buyer's Signature   Date

Jana Mejdell, Mng. Dir. Power Delivery Opns. Support
Name & Title (print)   801-220-2485

Notice Address   Phone

1407 W. North Temple, Suite 110
Salt Lake City, Utah 84116

SELLER
Farmington City Corporation, a Utah municipal corporation

12/15/25

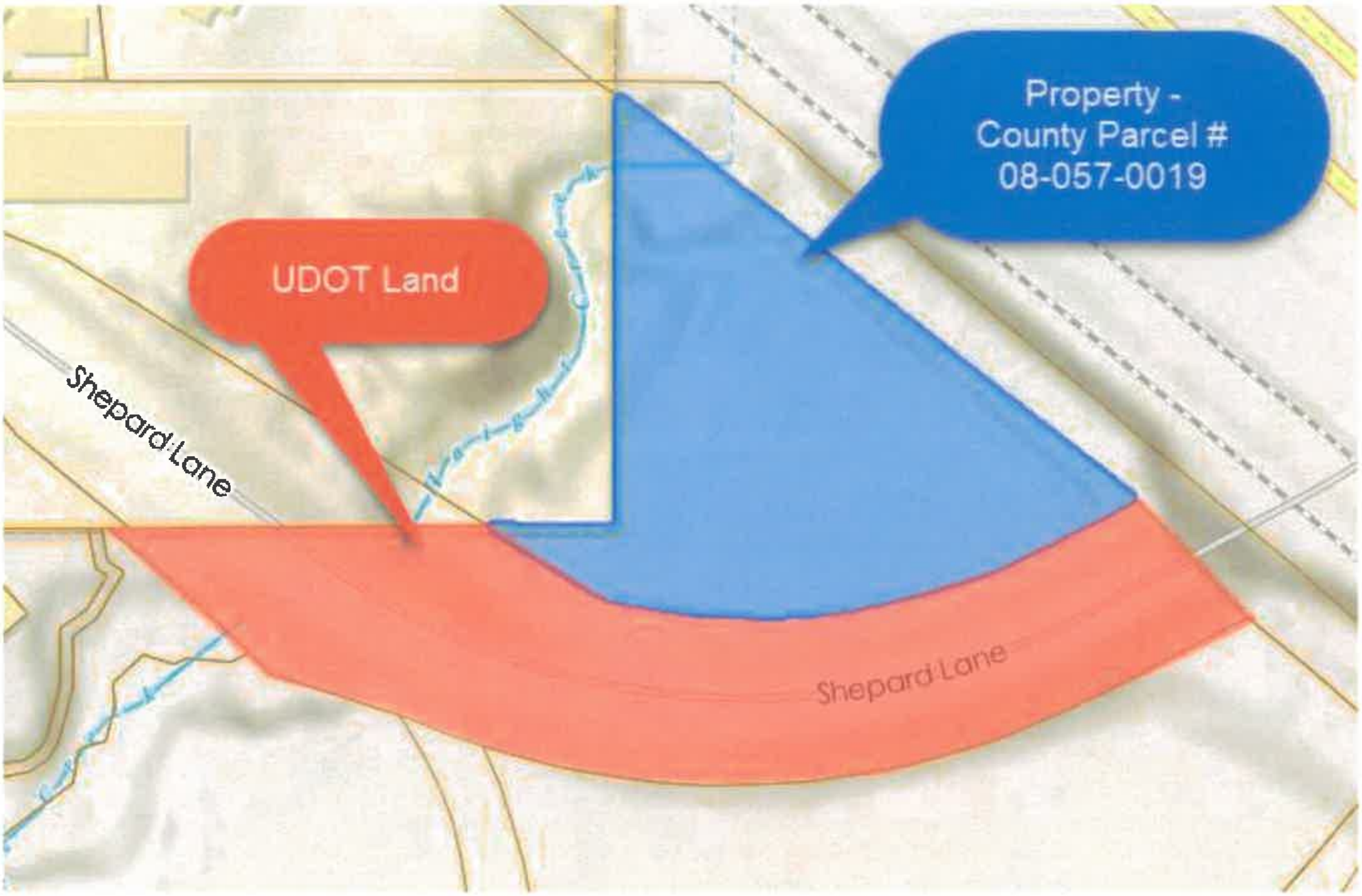
Seller's Signature   Date

BRIGHAM N MELLOR
Name & Title (print) CITY MANAGER

160 S MAIN STREET   801-742-3704
Notice Address FARMINGTON UT 84025   Phone

    Buyer's Initials *JM* Date 12/12/25   Seller's Initials ______ Date 12/15

Exhibit A
UDOT Land



 Buyer's Initials ***JM*** Date **12/12/25** Seller's Initials ___ Date 12/15

RESOLUTION NO: ______

A RESOLUTION AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY TO ROCKY MOUNTAIN POWER

WHEREAS, the City Council has control over property owned by Farmington City pursuant to Utah Code Ann. § 10-8-1; and

WHEREAS, the City Council acquired approximately two acres of property at 1820 W. Shepard Lane (Davis County Parcel No 08-057-0019), with the intention of selling that property to Rocky Mountain Power for the construction of electric infrastructure necessary to develop the North Farmington Station area; and

WHEREAS, the City and Rocky Mountain Power have negotiated a real estate purchase contract which would effect the envisioned transfer; and

WHEREAS, the City Council conducted a hearing pursuant to Utah Code Ann. § 10-8-2(4), giving the public an opportunity to comment on the proposed disposition; and

WHEREAS, the City Council finds that the sale of the property to Rocky Mountain Power is in the best interest of the City and will advance the City's welfare and prosperity,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, AS FOLLOWS:

Section 1: Authorization to Sell Property. The City Council authorizes the sale of Parcel 08-057-0019 to Rocky Mountain Power, according to the terms of the Real Estate Purchase Contract attached to this resolution as Exhibit A.

Section 2: Authorized Signors. The Council designates Brigham Mellor, as City Manager, to execute any and all documents necessary to effect the transfer of property authorized by this resolution.

Section 3: Severability. If any section, clause, or provision of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

Section 4: Effective Date This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS 12TH DAY OF MARCH 2026.

ATTEST:	**FARMINGTON CITY**
______________________________	____________________________________
DeAnn Carlile, City Recorder	**Brett Anderson, Mayor**

CITY COUNCIL AGENDA

SUMMARY ACTION

1. **Consideration of an amendment to the Development Agreement for theANA at approximately 1000 N Shepard Park Road to include language in the agreement which reflects conditions previously imposed by the City Council with the initial approval.**

FARMINGTON
1847
MORE TIME FOR LIVING

160 S Main
Farmington Utah 84025

CITY COUNCIL STAFF REPORT

To: Mayor and City Council

From: Lyle Gibson –Community Development Director

Date: 3/19/2026

Subject: Consideration of an amendment to the Development Agreement for theANA at approximately 1000 N Shepard Park Road to include language in the agreement which reflects conditions previously imposed by the City Council with the initial approval.

RECOMMENDED MOTION

Move that the City Council approve the final form of the Development Agreement for theANA as included with this report.

Findings:

1. The updated language memorializes conditions previously imposed by the City Council in a manner that will ensure all future property owners are aware of the requirements.

BACKGROUND

At the February 4, 2025 City Council meeting theANA was approved by the City Council with the following motion:

Leeman moved that the City Council approve the schematic subdivision plan, preliminary PUD master plan and Development Agreement for The Ana, subject to all applicable Farmington City development standards and ordinances, and the following Conditions 1-2:

1. Language be added to the Development Agreement to ensure that maintenance of the park strip on both sides of 1015 North Street be the responsibility of the HOA set up for The Ana, sticking with measurements and dimensions in the schematic subdivision plan.
2. Developer is responsible for the construction of fencing along the northern property line along the 1015 North Right-of-Way abutting Symphony Homes Hidden Farms Subdivision, compatible with the fence already there, trying to match as best as possible.

Findings 1-5:

1. The project follows the East Park Lane Small Area Master Plan.

2. The project complies with the City's General Plan and zoning ordinances for the Commercial Mixed Use (CMU) zone.

3. 1015 North will be constructed concurrent with The Ana. 1015 North provides a connection from Main Street to Shepard Park Road (700 West) and eliminates deadends longer than 1,000 feet.

4. The project completes the connection of Shepard Park Road from Shepard Lane to Lagoon Drive.

5. The project was previously approved by the City Council in 2022 with the same proposal.

Child seconded the motion.

All Councilmembers voted in favor, as there was no opposing vote.

The subdivision design has remained consistent and the technical review of the project has completed. Before recording the plat and accompanying Development Agreement, City Staff felt that it was appropriate to have the city council approve the included language for the Development Agreement to ensure that the conditions have been appropriately satisfied.

The other significant addition of texts was to clarify what section of 1015 the Developer is expected to improve. This language remains consistent with what has been shown, reviewed, and approved.

Respectfully submitted,

Lyle Gibson
Community Development Director

Review and concur,

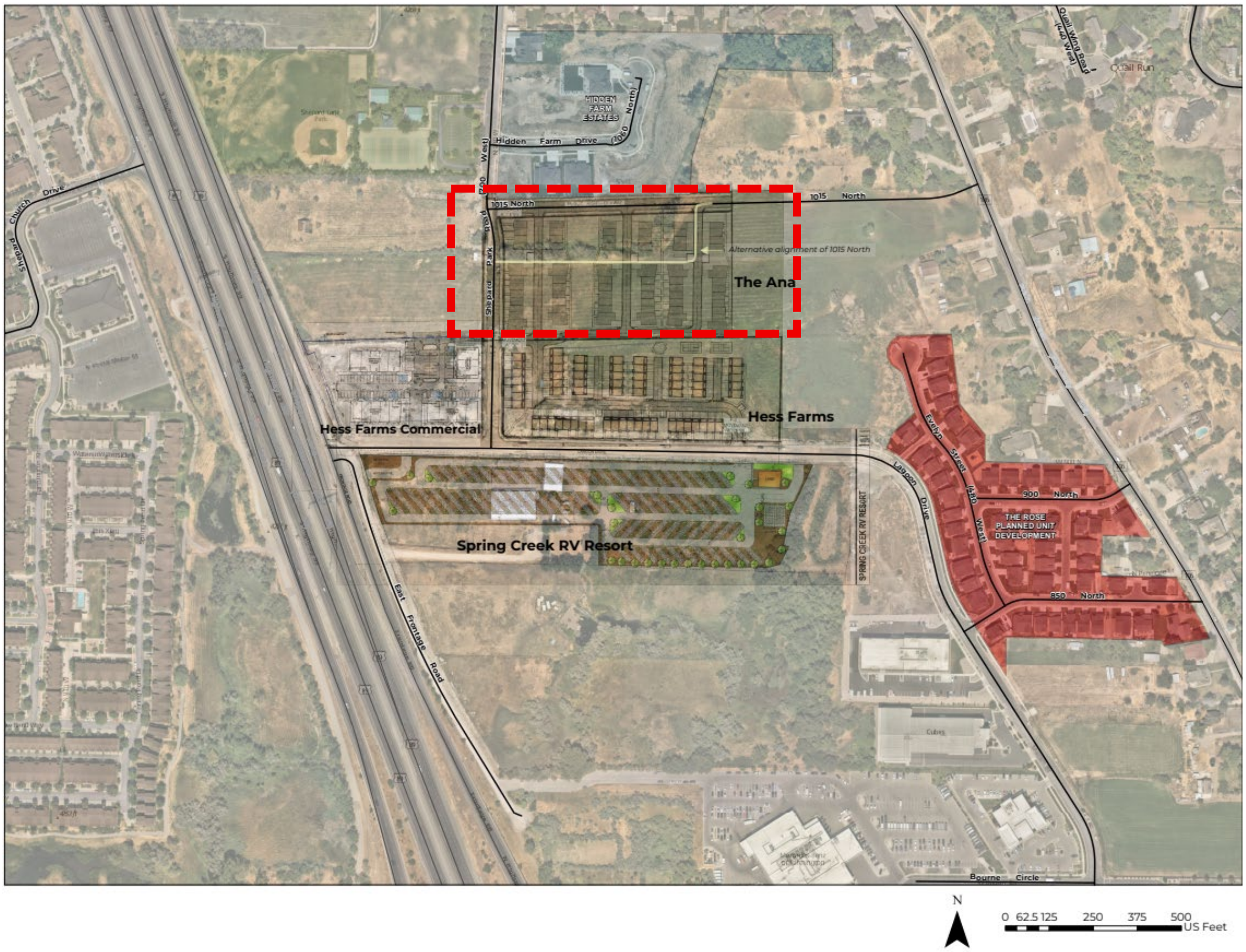
Brigham Mellor
City Manager

Approved as to form /s/Paul Roberts

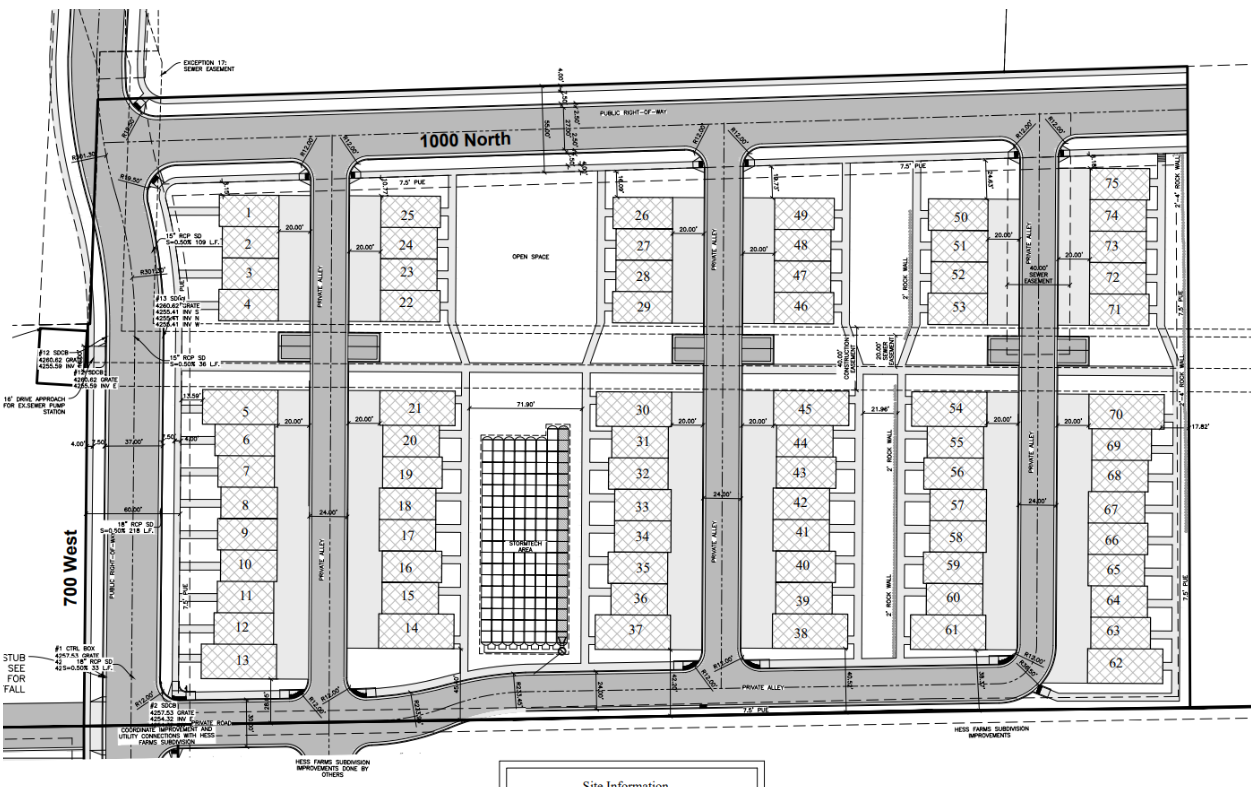
<u>Supplemental Information</u>

1. Vicinity Map
2. theANA subdivision plan
3. redlined agreement (changes are compared to what the council previously saw)
4. clean agreement.

Vicinity Map



theANA Subdivision Plan



WHEN RECORDED, RETURN TO:
CW The Ana, LLC
Attn: Legal Department
610 N 800 WCenterville, UT 84014

Affecting Parcel No.(s): 080520229; [New parcel number from Garff]

DEVELOPMENT AGREEMENT
FOR
THE ANA PLANNED UNIT DEVELOPMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into as of the _____ day of____________, 202__ by and between FARMINGTON CITY, a Utah municipal corporation, hereinafter referred to as the "**City**," and CW The Ana, LLC hereinafter referred to, collectively with their respective assignees, as "**Developer**."

RECITALS

A. Developer owns or is under a binding agreement to become the owner of approximately six and 50/100 (6.503) acres of real property located in the City, Davis County, Utah (the "**Property**"). The Property is further described and graphically depicted on **Exhibit A**.

B. Developer desires to develop the Property as a planned unit development, in accordance with City code §11-27-010 *et seq*., containing both residential and commercial uses, and referred to as "theANA".

C. On April 17, 2018, the City approved the PUD Master Plan (the "**Master Plan**") for the Property in accordance with Chapter 27 of the City's zoning regulations. The approved Master Plan is attached hereto as **Exhibit B**.

D. Pursuant to §11-19-035 of the City's zoning regulations,a minimum requirement for moderate income housing is required unless the Developer agrees to a fee in lieu calculated based on the method established in §11-28-260 of the City's zoning regulations (the "**In Lieu Payment**").

E. Developer and City have agreed that Developer shall make the In Lieu Payment in accordance with the terms and conditions contained herein.

F. The Property is subject to the City's Laws, pursuant to which this Agreement may control over certain provisions of the City's Laws with respect to the matters set forth herein.

G. City has the authority to enter into this Agreement pursuant to Utah Code Ann. §10-9a-102(2) and relevant provisions of the City's Laws, and the City desires to enter into this Agreement with Developer for the purpose of identifying relevant information with respect to the In Lieu Payment.

H. City and Developer intend to be bound by the terms and conditions of this Agreement as set forth herein.

AGREEMENT

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

1. **Incorporation of Recitals and Exhibits**. The above Recitals and following Exhibits are hereby incorporated into and made a part of this Agreement by this reference.

2. **Definitions**. In addition to the other capitalized terms defined elsewhere in this Agreement, the following terms shall have the respective meanings indicated below:

a. "**City's Laws**" means, collectively, all City ordinances, rules, and regulations, including the provisions of the City's General Plan, the City's zoning and subdivision ordinances, the City's engineering development standards and specifications, and any permits issued by the City pursuant to the foregoing ordinances and regulations.

3. **List of Exhibits**.

a. Exhibit A – Property Description

b. Exhibit B – Master Plan

c. Exhibit C – In Lieu Payment Calculation

4. **In Lieu Payment**. Developer has followed the fee in lieu calculation established in §11-28-260 for seven and one-half (7.5) units, which represents 10% of the seventy-five (75) units approved on the Property. Therefore, the parties agree that within five (5) business days following Developer's receipt of its final townhome building permit from the City, Developer shall pay to the City the In Lieu Payment in an amount equal to Three Hundred Ninety-Three Thousand Four Hundred Ninety-Nine and 64/100 Dollars ($393,499.64). The parties expressly agree that the In Lieu Payment satisfies the City's moderate income housing requirement for the Property and no other payments or obligations shall be required of Developer with respect thereto. The calculation of the In Lieu Payment is attached hereto as **Exhibit C**.

5. **1015 North Street Improvements and Obligations.**

a. **1015 North Right-of-Way Improvements.** Construction of 1015 North Street shall occur concurrently with development of the Property. Developer's obligations shall be limited to construction of the 1015 North right-of-way improvements extending from 700 West to the Property's eastern property line. Developer shall have no obligation to construct, improve, or otherwise participate in the improvement of the extension of 1015 North from the Property's eastern property line to Main Street.

b. **Maintenance of Park Strip North of 1015 North Street.** Developer shall install the required park strip improvements on both sides of 1015 North Street within the limits of the property frontage. Upon completion of such improvements, Developer shall cause the Homeowners' Association for the Property to be responsible for the ongoing maintenance, repair, and replacement of the park strips located on both sides of 1015 North Street.

c. **Fencing Adjacent to Hidden Farms (Lots 1-5).** Developer shall be responsible for construction of fencing along the northern property line within the 1015 North Street right-of-way where it abuts Lots 1 through 5 of the Hidden Farms Subdivision, to the extent such fencing does not already exist. In the event fencing has previously been installed on any such lot, Developer shall have no obligation to replace, reconstruct, or reimburse for existing fencing. Any fencing constructed by Developer pursuant to this subsection shall be consistent in appearance with existing fencing in the area and shall be limited to six-foot (6') vinyl privacy fencing or a substantially similar alternative.

6. **Vested Right and Reserved Legislative Powers**.

a. **Vested Rights**. Developer may develop the Property in accordance with the City's Laws and this Agreement to the full extent permitted under the City's Laws, the State of Utah, and the United States as such exist on the Effective Date of this Agreement (collectively, the "**Vested Rights**"). The parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law, and in equity. The parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. §10-9a-509.

b. **Applicable Development Regulations**. Neither the City nor any department or agency of the City shall impose upon the Property (whether by initiative, or other means) any ordinance, resolution, rule, regulation, standard, directive, condition, or other measure (each a "**New Law**") that reduces or impacts the development rights provided by this Agreement or by the Vested Rights. Without limiting the generality of the foregoing, any New Law shall be deemed to conflict with this Agreement and/or the Vested Rights if it would accomplish any of the following results in a manner inconsistent with or more restrictive than the City's Laws or this Agreement, either by specific reference to the Property or as part of a general enactment that applies to or affects the Property: (i) change any land uses or permitted uses of the Property; (ii) limit or control the rate, timing, phasing, or sequencing of the approval, development, or construction of all or any part of the Property in any manner so long as all applicable requirements of this Agreement and the zoning ordinance are satisfied; or (iii) apply to the Property any New Law otherwise allowed by this Agreement that is not uniformly applied on a City-wide basis to all substantially similar types of development projects and project sites with similar land use designations.

7. **Assignment**. Developer shall not assign this Agreement or any rights or interests herein without giving prior written notice of such assignment to the City. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment.

8. **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, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To Developer: CW The Ana, LLC
Attn: Chase Freebairn
610 N 800 W
Centerville, UT 84014

With a copy to: Cole West, LLC
Attn: Legal Department
610 N 800 W
Centerville, UT 84014

To the City: Farmington City
Attn: City Manager
160 South Main Street
Farmington, Utah 84025-0160

Either party shall have the right to update its respective address for notices by providing written notice to the other party at the address identified above.

9. **Entire Agreement**. This Agreement together with the Exhibits attached thereto and the documents referenced herein, and all regulatory approvals given by the City for the Property, contain the entire agreement of the parties and supersede any prior promises, representations, warranties, or understandings between the parties with respect to the subject matter hereof which are not contained in this Agreement and the regulatory approvals for the Property, including any related conditions. Further, this Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, representatives, officers, agents, employees, members, successors, and assigns.

10. **Construction**. Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa, as the context may require. 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. Use of the word "including" shall mean "including but not limited to", "including without limitation", or words of similar import.

11. **Non-Liability of City Officials, Employees and Others**. No representative, officer, 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 Developer, or its successors or assigns, for any obligation arising under the terms of this Agreement, unless it is established that the officer, representative, agent or employee acted or failed to act due to any negligent actions or failures to act but such individuals.

12. **No Third-Party Rights**. The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City. The parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.

13. **Recordation**. This Agreement shall be recorded by the City against the Property in the office of the Davis County Recorder, State of Utah. Further, this Agreement is intended to and shall be deemed to run with the Property and shall be binding on and shall benefit all successors in the ownership of any portion of the Property.

a. **Sale or Conveyance**. If Developer sells or conveys all or a portion of the Property, the Property so sold and/or conveyed shall have the same rights, privileges, intended uses, configurations, requirements, and density, as applicable, to such parcel and be subject to the same limitations and rights of the City as when owned by Developer and as set forth in this Agreement without any required approval, review, or consent by the City except as otherwise set forth herein.

14. **Consents and Approvals**. Each of the parties represents and warrants as of the Effective Date of this Agreement that each has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement; provided, however, any consent, approval, permit, license, or other authorization required hereunder from the City shall be given or withheld by the City in compliance with this Agreement and the City's Laws.

15. **Estoppel Certificate**. If no default has occurred with respect to the terms and conditions of this Agreement and upon ten (10) days prior written request by Developer, or its successors in interest, the City will execute an estoppel certificate to any third-party, certifying that Developer, or is successors in interest, as the case may be, at that time is not in default of the terms of this Agreement.

16. **Relationship**. Nothing in this Agreement shall be construed to create any partnership, joint venture, or fiduciary relationship between the parties hereto.

17. **Term**. This Agreement shall become effective upon the Effective Date and shall continue in full force and effect from such date until the date that is ten (10) years after this Agreement is recorded in the office of the Davis County Recorder (the "**Term**"). The Term may be extended for up to two (2) periods of five (5) years each, which extension shall occur automatically if Developer has not been notified by the City of any default hereunder, or if any noticed default is in the process of being cured by Developer.

18. **Termination**. Notwithstanding the foregoing, if Developer has not commenced development activities on the Property within five (5) years following recordation of this Agreement in the office of the Davis County Recorder, the City may request Developer to provide the City with reasonable plans and assurances that Developer will develop the Property in accordance with this Agreement. In such event, Developer shall have one hundred and twenty (120) days after receiving such request from the City (the "**Response Period**") to provide the City with such information. If Developer fails to respond to such request prior to expiration of the Response Period or responds prior to expiration of the same with plans and assurances that are unacceptable to the City in the City's reasonable discretion, the City may terminate this Agreement by giving an additional written notice to Developer within sixty (60) days following the expiration Response Period.

19. **Severability**. If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20. **Remedies/Cost of Enforcement**. Either party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement.

21. **Amendment**. This Agreement may be amended only in writing signed by the parties hereto. All amendments to this Agreement shall be considered and approved in accordance with the City's Laws. No amendment shall require the consent or approval of any person or entity having any interest in any specific lot, unit, or other portion of the Property.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the ____ day of January, 2025 (the "**Effective Date**").

CITY

ATTEST

____

City Recorder

FARMINGTON CITY

____

By: Brett Anderson Its: Mayor

APPROVED AS TO FORM

____

City Attorney

DEVELOPER

CW The Ana, LLC
a Utah limited liability company

By:
Name:
Its:

CITY ACKNOWLEDGEMENT

STATE OF UTAH
: ss
COUNTY OF DAVIS

On the _____ day of _______________, 2025, personally appeared before me Brett Anderson, who being duly sworn, did say that he is the Mayor of Farmington City, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said H. James Talbot acknowledged to me that the City executed the same.

____
Notary

DEVELOPER ACKNOWLEDGEMENT

STATE OF UTAH
: ss
COUNTY OF DAVIS

On the _____ day of _______________, 2025, personally appeared before me ________________________, who being by me duly sworn did say that she/he is the of CW The Ana, LLC (or other affiliated entities), a Utah limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company by virtue of the authority granted to such under the operating agreement of said limited liability company, and he acknowledged to me that said limited liability company executed the same.

____
Notary

EXHIBIT A

PROPERTY DESCRIPTION)

BOUNDARY DESCRIPTION

A PART OF THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED NORTH 0°01'47" EAST 640.05 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13 FROM THE CENTER OF SAID SECTION AND RUNNING THENCE;

SOUTH 88°45'34" WEST 80.28 FEET; THENCE SOUTH 89°07'31" WEST 273.58 FEET; THENCE NORTH 0°33'31" EAST 256.04 FEET TO AN EXISTING FENCE LINE; THENCE ALONG SAID EXISTING FENCE LINE THE FOLLOWING TWO (2) COURSES:

1. NORTH 88°56'09" EAST 1.37 FEET
2. NORTH 02°07'14" EAST 142.88 FEET TO A POINT ON THE SOUTH LINE OF HIDDEN FARMS ESTATES AS RECORDED AS ENTRY NO. 3534610

THENCE NORTH 88°15'00" EAST 694.63 FEET ALONG SAID SOUTH LINE OF HIDDEN FARMS ESTATES AND CONTINUING ALONG THE LINE IN THAT CERTAIN BOUNDARY LINE AGREEMENT RECORDED AS ENTRY NO. 2421239; THENCE SOUTH 01°09'33" EAST 83.02 FEET TO THE BOUNDARY OF SAID NORTH MAIN STREET CHURCH SUBDIVISION; THENCE SOUTH 325.72 FEET ALONG SAID WEST LINE OF NORTH MAIN STREET CHURCH SUBDIVISION; THENCE SOUTH 89°31'32" WEST 164.28 FEET; THENCE SOUTH 88°45'34" WEST 187.11 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY PREVIOUSLY CONVEYED BY GRANTOR IN WARRANTY DEED RECORDED DECEMBER 31, 1992 IN THE OFFICE OF THE DAVIS COUNTY RECORDER AS ENTRY NO. 1010767, BOOK 1569, PAGE 1276:

BEGINNING AT A POINT SOUTH 89°45'50" WEST 352.89 FEET AND SOUTH 1761.66 FEET FROM THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, IN THE CITY OF FARMINGTON; AND RUNNING THENCE SOUTH 3°29'52" WEST 35.00 FEET; THENCE NORTH 86°30'08" WEST 30.00 FEET; THENCE NORTH 3°29'52" EAST 34.88 FEET; THENCE SOUTH 86°43'93" EAST 30.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO THAT CERTAIN BOUNDARY LINE AGREEMENT RECORDED FEBRUARY 4, 2009 IN THE OFFICE OF THE DAVIS COUNTY RECORDER, AS ENTRY NO. 2421239, BOOK 4706, PAGE 1427.

CONTAINING 283,106 SQUARE FEET OR 6.499 ACRES, 75 TOWNHOME LOTS AND ONE OVERALL SUBDIVISION, MORE OR LESS.

EXHIBIT B

MASTER PLAN

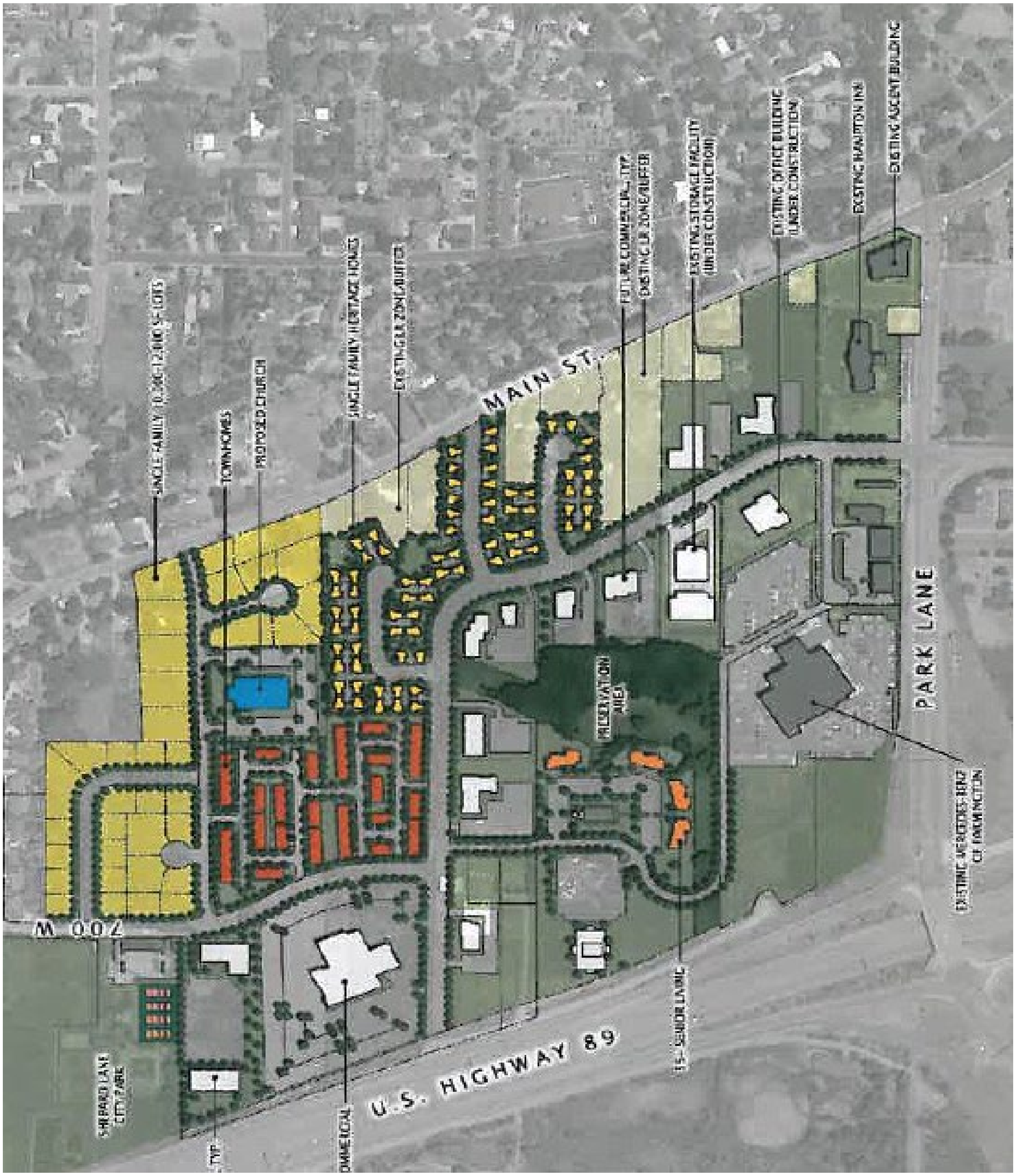

MAIN ST.
U.S. HIGHWAY 89
PARK LANE
200 W
TOWNHOMES
PROPOSED CHURCH
EXISTING HAMPTON INN

EXHIBIT C
IN LIEU PAYMENT CALCULATION

	AFFORDABLE HOUSING FEE IN LIEW CALCULATIONS TABLE			
	80% AMI Davis County	30% of 80% AMI		
	$ 80,400.00	$ 24,120.00	$ 2,010.00	
A	Average Townhome Price in Farmington built 2019 or Later			**$ 460,567.32**
B	80% AMI Affordable Home Price Annual Housing Costs			**$408,100.70**
	Mortgage Amount	100%	**$408,100.70**	
	Interest Rate	4.26%		
	Annual P&I		$17,385.10	
	PMI	0.75%	$ 3,060.76	
	Utility Allowance		$ 1,560.00	
	Insurance	0.15%	$ 612.15	
	Taxes	0.50%	$ 2,040.50	
	Total		**$ 24,658.50**	
Affordable Housing Fee in Lieu Amount (A-B) multiplied by 10% of Units				**$ 393,499.64**

WHEN RECORDED, RETURN TO:
CW The Ana, LLC
Attn: Legal Department
610 N 800 WCenterville, UT 84014

Affecting Parcel No.(s): 080520229

DEVELOPMENT AGREEMENT
FOR
THE ANA PLANNED UNIT DEVELOPMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into as of the _____ day of____________, 202__ by and between FARMINGTON CITY, a Utah municipal corporation, hereinafter referred to as the "**City**," and CW The Ana, LLC hereinafter referred to, collectively with their respective assignees, as "**Developer**."

RECITALS

A. Developer owns or is under a binding agreement to become the owner of approximately six and 50/100 (6.503) acres of real property located in the City, Davis County, Utah (the "**Property**"). The Property is further described and graphically depicted on **Exhibit A**.

B. Developer desires to develop the Property as a planned unit development, in accordance with City code §11-27-010 *et seq*., containing both residential and commercial uses, and referred to as "theANA".

C. On April 17, 2018, the City approved the PUD Master Plan (the "**Master Plan**") for the Property in accordance with Chapter 27 of the City's zoning regulations. The approved Master Plan is attached hereto as **Exhibit B**.

D. Pursuant to §11-19-035 of the City's zoning regulations, a minimum requirement for moderate income housing is required unless the Developer agrees to a fee in lieu calculated based on the method established in §11-28-260 of the City's zoning regulations (the "**In Lieu Payment**").

E. Developer and City have agreed that Developer shall make the In Lieu Payment in accordance with the terms and conditions contained herein.

F. The Property is subject to the City's Laws, pursuant to which this Agreement may control over certain provisions of the City's Laws with respect to the matters set forth herein.

G. City has the authority to enter into this Agreement pursuant to Utah Code Ann. §10-9a-102(2) and relevant provisions of the City's Laws, and the City desires to enter into this Agreement with Developer for the purpose of identifying relevant information with respect to the In Lieu Payment.

H. City and Developer intend to be bound by the terms and conditions of this Agreement as set forth herein.

AGREEMENT

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

1. **Incorporation of Recitals and Exhibits**. The above Recitals and following Exhibits are hereby incorporated into and made a part of this Agreement by this reference.

2. **Definitions**. In addition to the other capitalized terms defined elsewhere in this Agreement, the following terms shall have the respective meanings indicated below:

a. "**City's Laws**" means, collectively, all City ordinances, rules, and regulations, including the provisions of the City's General Plan, the City's zoning and subdivision ordinances, the City's engineering development standards and specifications, and any permits issued by the City pursuant to the foregoing ordinances and regulations.

3. **List of Exhibits**.

a. Exhibit A – Property Description

b. Exhibit B – Master Plan

c. Exhibit C – In Lieu Payment Calculation

4. **In Lieu Payment**. Developer has followed the fee in lieu calculation established in §11-28-260 for seven and one-half (7.5) units, which represents 10% of the seventy-five (75) units approved on the Property. Therefore, the parties agree that within five (5) business days following Developer's receipt of its final townhome building permit from the City, Developer shall pay to the City the In Lieu Payment in an amount equal to Three Hundred Ninety-Three Thousand Four Hundred Ninety-Nine and 64/100 Dollars ($393,499.64). The parties expressly agree that the In Lieu Payment satisfies the City's moderate income housing requirement for the Property and no other payments or obligations shall be required of Developer with respect thereto. The calculation of the In Lieu Payment is attached hereto as **Exhibit C**.

5. **1015 North Street Improvements and Obligations.**

a. **1015 North Right-of-Way Improvements.** Construction of 1015 North Street shall occur concurrently with development of the Property. Developer's obligations shall be limited to construction of the 1015 North right-of-way improvements extending from 700 West to the Property's eastern property line. Developer shall have no obligation to construct, improve, or otherwise participate in the improvement of the extension of 1015 North from the Property's eastern property line to Main Street.

b. **Maintenance of Park Strip North of 1015 North Street.** Developer shall install the required park strip improvements on both sides of 1015 North Street within the limits of the property frontage. Upon completion of such improvements, Developer shall cause the Homeowners' Association for the Property to be responsible for the ongoing maintenance, repair, and replacement of the park strips located on both sides of 1015 North Street.

c. **Fencing Adjacent to Hidden Farms (Lots 1-5).** Developer shall be responsible for construction of fencing along the northern property line within the 1015 North Street right-of-way where it abuts Lots 1 through 5 of the Hidden Farms Subdivision, to the extent such fencing does not already exist. In the event fencing has previously been installed on any such lot, Developer shall have no obligation to replace, reconstruct, or reimburse for existing fencing. Any fencing constructed by Developer pursuant to this subsection shall be consistent in appearance with existing fencing in the area and shall be limited to six-foot (6') vinyl privacy fencing or a substantially similar alternative.

6. **Vested Right and Reserved Legislative Powers**.

a. **Vested Rights**. Developer may develop the Property in accordance with the City's Laws and this Agreement to the full extent permitted under the City's Laws, the State of Utah, and the United States as such exist on the Effective Date of this Agreement (collectively, the "**Vested Rights**"). The parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law, and in equity. The parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. §10-9a-509.

b. **Applicable Development Regulations**. Neither the City nor any department or agency of the City shall impose upon the Property (whether by initiative, or other means) any ordinance, resolution, rule, regulation, standard, directive, condition, or other measure (each a "**New Law**") that reduces or impacts the development rights provided by this Agreement or by the Vested Rights. Without limiting the generality of the foregoing, any New Law shall be deemed to conflict with this Agreement and/or the Vested Rights if it would accomplish any of the following results in a manner inconsistent with or more restrictive than the City's Laws or this Agreement, either by specific reference to the Property or as part of a general enactment that applies to or affects the Property: (i) change any land uses or permitted uses of the Property; (ii) limit or control the rate, timing, phasing, or sequencing of the approval, development, or construction of all or any part of the Property in any manner so long as all applicable requirements of this Agreement and the zoning ordinance are satisfied; or (iii) apply to the Property any New Law otherwise allowed by this Agreement that is not uniformly applied on a City-wide basis to all substantially similar types of development projects and project sites with similar land use designations.

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8. **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, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To Developer:	CW The Ana, LLC Attn: Chase Freebairn 610 N 800 W Centerville, UT 84014
With a copy to:	Cole West, LLC Attn: Legal Department 610 N 800 W Centerville, UT 84014
To the City:	Farmington City Attn: City Manager 160 South Main Street Farmington, Utah 84025-0160

Either party shall have the right to update its respective address for notices by providing written notice to the other party at the address identified above.

9. **Entire Agreement**. This Agreement together with the Exhibits attached thereto and the documents referenced herein, and all regulatory approvals given by the City for the Property, contain the entire agreement of the parties and supersede any prior promises, representations, warranties, or understandings between the parties with respect to the subject matter hereof which are not contained in this Agreement and the regulatory approvals for the Property, including any related conditions. Further, this Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, representatives, officers, agents, employees, members, successors, and assigns.

10. **Construction**. Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa, as the context may require. 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. Use of the word "including" shall mean "including but not limited to", "including without limitation", or words of similar import.

11. **Non-Liability of City Officials, Employees and Others**. No representative, officer, 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 Developer, or its successors or assigns, for any obligation arising under the terms of this Agreement, unless it is established that the officer, representative, agent or employee acted or failed to act due to any negligent actions or failures to act but such individuals.

12. **No Third-Party Rights**. The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City. The parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.

13. **Recordation**. This Agreement shall be recorded by the City against the Property in the office of the Davis County Recorder, State of Utah. Further, this Agreement is intended to and shall be deemed to run with the Property and shall be binding on and shall benefit all successors in the ownership of any portion of the Property.

a. **Sale or Conveyance**. If Developer sells or conveys all or a portion of the Property, the Property so sold and/or conveyed shall have the same rights, privileges, intended uses, configurations, requirements, and density, as applicable, to such parcel and be subject to the same limitations and rights of the City as when owned by Developer and as set forth in this Agreement without any required approval, review, or consent by the City except as otherwise set forth herein.

14. **Consents and Approvals**. Each of the parties represents and warrants as of the Effective Date of this Agreement that each has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement; provided, however, any consent, approval, permit, license, or other authorization required hereunder from the City shall be given or withheld by the City in compliance with this Agreement and the City's Laws.

15. **Estoppel Certificate**. If no default has occurred with respect to the terms and conditions of this Agreement and upon ten (10) days prior written request by Developer, or its successors in interest, the City will execute an estoppel certificate to any third-party, certifying that Developer, or is successors in interest, as the case may be, at that time is not in default of the terms of this Agreement.

16. **Relationship**. Nothing in this Agreement shall be construed to create any partnership, joint venture, or fiduciary relationship between the parties hereto.

17. **Term**. This Agreement shall become effective upon the Effective Date and shall continue in full force and effect from such date until the date that is ten (10) years after this Agreement is recorded in the office of the Davis County Recorder (the "**Term**"). The Term may be extended for up to two (2) periods of five (5) years each, which extension shall occur automatically if Developer has not been notified by the City of any default hereunder, or if any noticed default is in the process of being cured by Developer.

18. **Termination**. Notwithstanding the foregoing, if Developer has not commenced development activities on the Property within five (5) years following recordation of this Agreement in the office of the Davis County Recorder, the City may request Developer to provide the City with reasonable plans and assurances that Developer will develop the Property in accordance with this Agreement. In such event, Developer shall have one hundred and twenty (120) days after receiving such request from the City (the "**Response Period**") to provide the City with such information. If Developer fails to respond to such request prior to expiration of the Response Period or responds prior to expiration of the same with plans and assurances that are unacceptable to the City in the City's reasonable discretion, the City may terminate this Agreement by giving an additional written notice to Developer within sixty (60) days following the expiration Response Period.

19. **Severability**. If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20. **Remedies/Cost of Enforcement**. Either party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement.

21. **Amendment**. This Agreement may be amended only in writing signed by the parties hereto. All amendments to this Agreement shall be considered and approved in accordance with the City's Laws. No amendment shall require the consent or approval of any person or entity having any interest in any specific lot, unit, or other portion of the Property.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the ____ day of January, 2025 (the "**Effective Date**").

CITY
ATTEST

____
City Recorder

FARMINGTON CITY

____
By: Brett Anderson Its: Mayor

APPROVED AS TO FORM

____
City Attorney

DEVELOPER

CW The Ana, LLC
a Utah limited liability company

By:
Name:
Its:

CITY ACKNOWLEDGEMENT

STATE OF UTAH
: ss
COUNTY OF DAVIS

On the _____ day of _______________, 2025, personally appeared before me Brett Anderson, who being duly sworn, did say that he is the Mayor of Farmington City, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said H. James Talbot acknowledged to me that the City executed the same.

____
Notary

DEVELOPER ACKNOWLEDGEMENT

STATE OF UTAH
: ss
COUNTY OF DAVIS

On the _____ day of _______________, 2025, personally appeared before me ________________________, who being by me duly sworn did say that she/he is the of CW The Ana, LLC (or other affiliated entities), a Utah limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company by virtue of the authority granted to such under the operating agreement of said limited liability company, and he acknowledged to me that said limited liability company executed the same.

____
Notary

EXHIBIT A

PROPERTY DESCRIPTION)

BOUNDARY DESCRIPTION

A PART OF THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED NORTH 0°01'47" EAST 640.05 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13 FROM THE CENTER OF SAID SECTION AND RUNNING THENCE;

SOUTH 88°45'34" WEST 80.28 FEET; THENCE SOUTH 89°07'31" WEST 273.58 FEET; THENCE NORTH 0°33'31" EAST 256.04 FEET TO AN EXISTING FENCE LINE; THENCE ALONG SAID EXISTING FENCE LINE THE FOLLOWING TWO (2) COURSES:

1. NORTH 88°56'09" EAST 1.37 FEET
2. NORTH 02°07'14" EAST 142.88 FEET TO A POINT ON THE SOUTH LINE OF HIDDEN FARMS ESTATES AS RECORDED AS ENTRY NO. 3534610

THENCE NORTH 88°15'00" EAST 694.63 FEET ALONG SAID SOUTH LINE OF HIDDEN FARMS ESTATES AND CONTINUING ALONG THE LINE IN THAT CERTAIN BOUNDARY LINE AGREEMENT RECORDED AS ENTRY NO. 2421239; THENCE SOUTH 01°09'33" EAST 83.02 FEET TO THE BOUNDARY OF SAID NORTH MAIN STREET CHURCH SUBDIVISION; THENCE SOUTH 325.72 FEET ALONG SAID WEST LINE OF NORTH MAIN STREET CHURCH SUBDIVISION; THENCE SOUTH 89°31'32" WEST 164.28 FEET; THENCE SOUTH 88°45'34" WEST 187.11 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY PREVIOUSLY CONVEYED BY GRANTOR IN WARRANTY DEED RECORDED DECEMBER 31, 1992 IN THE OFFICE OF THE DAVIS COUNTY RECORDER AS ENTRY NO. 1010767, BOOK 1569, PAGE 1276:

BEGINNING AT A POINT SOUTH 89°45'50" WEST 352.89 FEET AND SOUTH 1761.66 FEET FROM THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, IN THE CITY OF FARMINGTON; AND RUNNING THENCE SOUTH 3°29'52" WEST 35.00 FEET; THENCE NORTH 86°30'08" WEST 30.00 FEET; THENCE NORTH 3°29'52" EAST 34.88 FEET; THENCE SOUTH 86°43'93" EAST 30.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO THAT CERTAIN BOUNDARY LINE AGREEMENT RECORDED FEBRUARY 4, 2009 IN THE OFFICE OF THE DAVIS COUNTY RECORDER, AS ENTRY NO. 2421239, BOOK 4706, PAGE 1427.

CONTAINING 283,106 SQUARE FEET OR 6.499 ACRES, 75 TOWNHOME LOTS AND ONE OVERALL SUBDIVISION, MORE OR LESS.

EXHIBIT B
MASTER PLAN

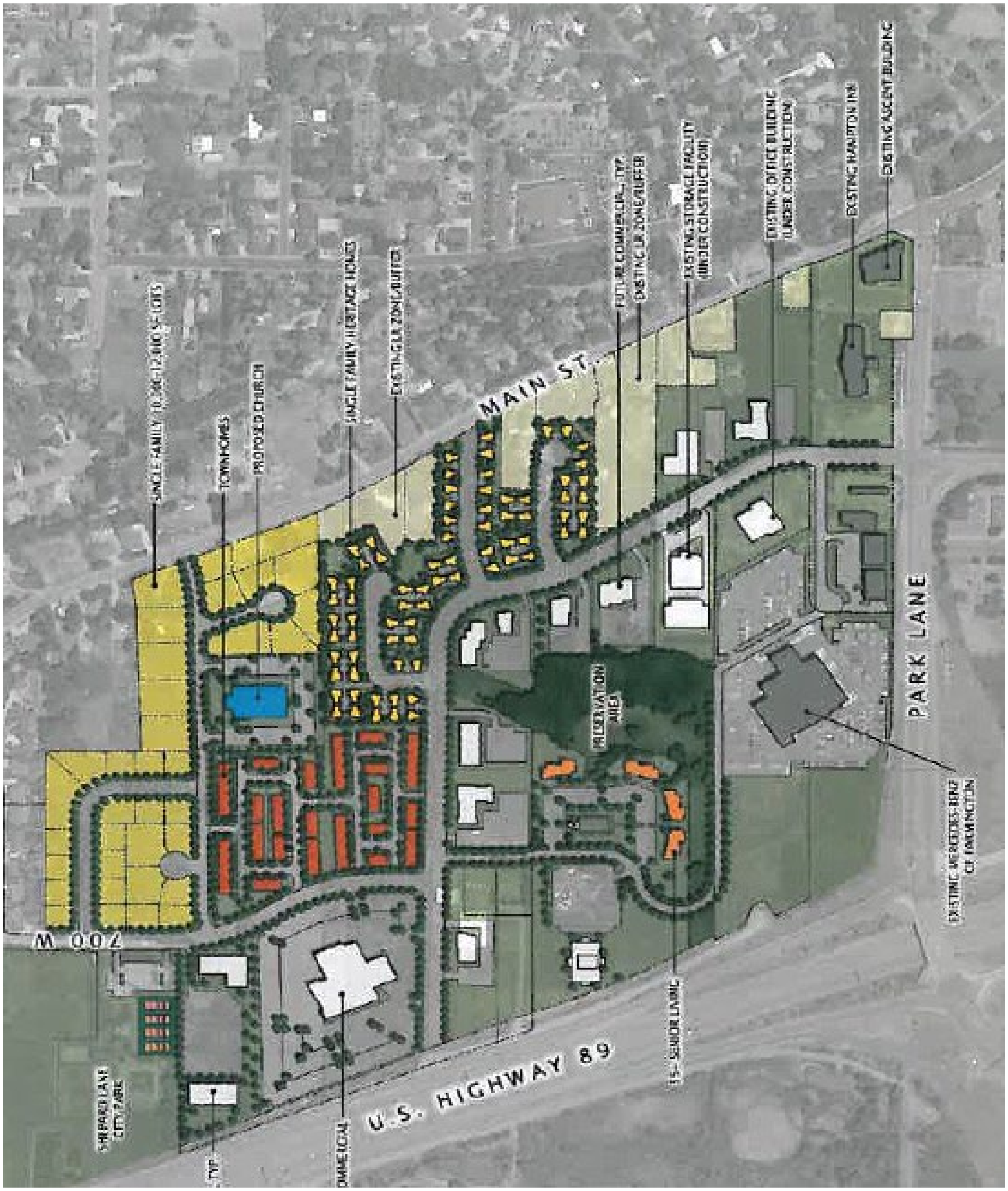

EXHIBIT C

IN LIEU PAYMENT CALCULATION

	AFFORDABLE HOUSING FEE IN LIEW CALCULATIONS TABLE			
	80% AMI Davis County	30% of 80% AMI		
	$ 80,400.00	$ 24,120.00	$ 2,010.00	
A	Average Townhome Price in Farmington built 2019 or Later			**$ 460,567.32**
	80% AMI Affordable Home Price Annual Housing Costs			
	Mortgage Amount	100%	**$408,100.70**	
	Interest Rate	4.26%		
	Annual P&I		$17,385.10	
B	PMI	0.75%	$ 3,060.76	**$408,100.70**
	Utility Allowance		$ 1,560.00	
	Insurance	0.15%	$ 612.15	
	Taxes	0.50%	$ 2,040.50	
	Total		**$ 24,658.50**	
Affordable Housing Fee in Lieu Amount (A-B) multiplied by 10% of Units				**$ 393,499.64**