

SETTLEMENT AGREEMENT

This Settlement Agreement ("the Agreement") by and between Draper City, a political subdivision of the State of Utah ("the City"), and Parcell Construction, LC DBA Builders Resource a Utah Limited Company ("the Developer") takes effect on the last date of signature between the City and the Developer. The City and the Developer are individually referred to as a "Party" and collectively as the "Parties."

Whereas, A dispute has arisen between the Parties concerning the land use classification of the Developer's property located at 74 E, 13065 S, Units 2 and 3, Draper City, UT 84020 ("the Property") and the corresponding parking requirements for the Property; and

Whereas, The City, through its zoning administrator, has determined that the use for the Property should be classified as "Personal Instruction" pursuant to Draper City Municipal Code 9-3-040, and not "Recreational Use; Indoor" under the same section; and

Whereas, the Developer timely appealed the zoning administrator's decision by filing a notice of appeal and supporting memorandum in accordance Draper City Municipal Code 9-5-180(C), Application No. 2026-0031-APPL (the "Appeal"); and

Whereas, the changes contemplated by this agreement are deemed to be minor deviations from the Draper City Municipal Code not affecting the general plan or contrary to the land use ordinances; and

Whereas, The process for an appeal is governed by Draper City Municipal Code 9-5-180 and Utah Code §10-20-1101 et. seq. with additional appellate authority in District Court for the State of Utah; and.

Whereas, in an effort to avoid the time and significant resources associated with litigation, the Parties seek to resolve the issues set forth in the Appeal through this Agreement.

Agreement

In consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree to resolve this dispute fully and finally as follows:

1. Binding Nature of the Agreement.

The Parties acknowledge that upon execution of the Agreement, this Agreement shall become fully binding and enforceable.

2. Settlement Terms.

The Parties agree that the Property shall be classified as "Personal Instruction" as defined by Draper City Municipal Code 9-3-040 on the condition that the parking requirement for the Property shall be four (4) spaces for every one thousand (1,000) square feet of building space. The Parties acknowledge and agree that the Developer has sufficient parking on the Property to satisfied this parking requirement.

3. Release and Enforcement Action.

The Developer hereby releases all claims against the City related to the land use designation of the Property. The City hereby relinquishes any enforcement action related to the number of parking stalls required by the land use designation, except that the Developer must still comply with the Americans with Disabilities Act.

5. Legal Counsel Advisory.

Each Party acknowledges that it has been advised to consult with independent legal counsel of its own choosing prior to executing this Agreement, given the potential impact on property rights, values, and obligations under the Agreement and applicable law.

6. Miscellaneous Provisions.

a) No Rescission. No Party shall undertake any effort to rescind or invalidate the terms of this Agreement, except as provided herein.

b) Attorneys' Fees. In any action to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees

and costs from the non-prevailing Party.

c) Further Acts. Each Party agrees to perform any further acts and execute any documents reasonably necessary to effectuate this Agreement.

d) Entire Agreement. This Agreement, constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior understandings. No further amendments shall be effective unless in writing and executed by all Parties.

e) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures may not be exchanged via electronic means unless notarized in person.

h) Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

i) Challenges to the Agreement. The parties each agree to forbear any legal challenges to have this Agreement set aside.

[Signature Page to Follow]

DRAPER CITY

PARCELL CONSTRUCTION, LC
DBA BUILDERS RESOURCE

By: Troy K. Walker

Title: Mayor

By: _____

Title: _____