

**MARRIOTT-SLATERVILLE CITY
ORDINANCE 2026-06**

DEVELOPMENT AGREEMENT – 1200 SOUTH COMMERCIAL

AN ORDINANCE OF MARRIOTT-SLATERVILLE CITY, UTAH, ADOPTING A DEVELOPMENT AGREEMENT FOR THE COMMERCIAL SEGMENT OF THE RIVER VIEW DEVELOPMENT; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Marriott-Slaterville City (hereafter “City”) is a municipal corporation, duly organized and existing under the laws of the State of Utah;

WHEREAS, *Utah Code Annotated* §§ 10-8-84 and 10-8-60 allow municipalities in the State of Utah to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

WHEREAS, Title 10, Chapter 9a, of the *Utah Code Annotated*, 1953, as amended, enables municipalities to regulate land use and development;

WHEREAS, the City received an Application from multiple parties for the development of the commercial segment of property annexed to the City under an Annexation Agreement;

WHEREAS, the City and applicant negotiated the attached Development Agreement;


WHEREAS, after publication of the required notice the Planning Commission held a series of Public Hearing to take public comment on this Ordinance, after which the Planning Commission gave its recommendation to approve this Ordinance;

WHEREAS, the City Council received the recommendation from the Planning Commission and held its public meeting on March 19, 2026;

NOW, THEREFORE, be it ordained by the City Council of Marriott-Slaterville as follows:

- Section 1:** **Repealer.** Any ordinance or portion of the municipal code inconsistent with this Ordinance is hereby repealed and any reference thereto is hereby vacated.
- Section 2:** **Development Agreement.** The Development Agreement in Attachment “1” and its Exhibits are hereby adopted.
- Section 3:** **Severability.** If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which shall continue in full force and effect.
- Section 4:** **Effective date.** This Ordinance take effect immediately upon mayoral approval and posting.

PASSED AND ADOPTED by the City Council on this 19th day of March, 2026.


DENNIS ILLUM, President
Marriott-Slaterville City Council

PRESENTED to the Mayor this 21 day of April, 2026.
APPROVAL of the Mayor granted this 21 day of April, 2026.


LES SYME, Mayor

ATTEST:


City Recorder

Municipal Council
Roll Call Vote Tally:

	Yes	No
Mr. Holley	—	✓
Mr. Christoffersen	—	✓
Mr. Smout	✓	—
Mr. Slater	✓	—
Mr. Illum	✓	—

RECORDED this 21 day of April, 2026.
PUBLISHED OR POSTED this 11 day of May, 2026.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

In accordance with Utah Code Annotated §10-3-713, 1953 as amended, I, the City Recorder of Marriott-Slaterville City, hereby certify that the foregoing Ordinance was duly passed and published or posted as provided by State Law.


City Recorder DATE: May 11, 2026

ATTACHMENT “1”

Development Agreement

MARRIOTT-SLATERVILLE CITY DEVELOPMENT AGREEMENT

The Parties to this Development Agreement (“Agreement”) are SPB VENTURES I, a Utah Limited Liability Company, RIVER VIEW EAST, a Utah Limited Liability Company, (“Developers” or “Developer”) and MARRIOTT-SLATERVILLE CITY (“City”). The Effective Date of this Agreement will be the date of Effective Date of the Ordinance adopting this Agreement (“Effective Date”). Developer and City may be individually referred to herein as “Party” or collectively as “Parties” to this Agreement.

RECITALS

WHEREAS, Utah Code §§ 10-9a-532 and 10-9a-604.5 provide for this Agreement;

WHEREAS, the Developer seeks to develop property within the City, which property is more particularly described in the legal description(s) and parcel number(s) on Exhibit “A” attached hereto and incorporated herein by this reference (“Property”);

WHEREAS, the City seeks to protect the health, safety, and general welfare of the residents by requiring the completion of various improvements and thereby to prevent or limit the harmful effects which often occur in certain development;

WHEREAS, the purpose of this Agreement is to protect the City from the cost of completing improvements and address matters relating to the proposed development;

WHEREAS, the mutual promises, covenants, and obligations contained in this Agreement are authorized by state law and approved by the City as a legislative function;

THEREFORE, the Parties hereby agree as follows:

1. **Legal Description.** The Properties subject to this Agreement are legally described as set forth in Exhibit “A” and Exhibit “B” attached hereto and incorporated herein by this reference.
2. **Supersede.** This Agreement supersedes the Annexation Agreement recorded at the Office of the Weber County Recorder as Entry Number 3248242.
3. **Zoning.** This Agreement applies to the Property and other matters as specified in this Agreement as set forth in the applicable attachments attached hereto and incorporated herein by this reference. The Parties intend that this Agreement constitutes an amendment to the City’s Zoning Map and designated as C-2P (Commercial Zone) for each use consistent with the City’s municipal code and as provided in this Agreement. Developer understands that the City Council exercises its sole legislative discretion in adopting this Agreement. Each commercial use shall be either conditional or permitted as specified in the C-2P Zone and requires separate Site Plan and Building Permit approval from the City prior to construction. The Concept Plan in attached Exhibit “C” incorporated

herein outlines the general uses and layout of the Property. The following are “permitted” uses as shown on the Concept Plan subject to any agency approval:

- a. Storage Units to a maximum of six (6) acres, consolidated at one (1) location. Any storage units require 24-hour on site security in accordance with City Code.
 - b. Commercial C-2P Zone uses as provided in the Municipal Code.
4. **Improvements.** The Developer shall construct and install, at his own expense, those Improvements listed on Exhibit “D ” attached hereto and incorporated herein by this reference the (“Improvements”). The Developer’s obligation to complete the improvements will arise immediately upon Plat approval by the City, will be independent of any obligations of the City contained herein and will not be conditioned on the commencement of construction in the development or sale of any lots or improvements within the Development. All Improvements are private except secondary water, storm water outfall located on City owned properties, curb, gutter, and sidewalk on 1200 South Street and 2700/2800 West Street. Copies of all test reports associated with said Improvements shall be provided to the City.
5. **Easements.** Each parcel on the Property, subdivided or otherwise, the Developer agrees to granted cross-access easement for all utilities and for all access to the Property and including all parking. In addition, there is a utility easement that services each lot created on the Property for any utilities whatsoever.
6. **Letter of Agency.** The Developer grants to the City, and its law enforcement provider, a letter of agency to enter the Property to enforce ordinances and conduct law enforcement. Developers agree to enter any documents necessary to effectuate this Paragraph.
7. **Plats.** This Agreement constitutes approval of the initial Subdivision as attached in Exhibit “H” incorporated herein, subject to an application for the same. Developer shall submit to the Planning Commission for approval each additional Subdivision and each Site Plan within the Property. Each Subdivision and Site Plan shall show all the common area and the buildable site area pertaining to the same.
8. **Security.** To secure the performance of the obligations hereunder, the Developer will make a Letter of Credit (“Financial Guarantee”). The Financial Guarantee shall be established on or prior to commencement on any Improvements. The Financial Guarantee is incorporated hereto as Exhibit “E ” attached hereto. The Financial Guarantee is to be in the amount specified for the public and private improvements as shown on Exhibit “F” Engineers Estimate attached hereto and incorporated herein by this reference as the (“Engineers Estimate”). The Financial Guarantee will be established at **MIC Four or other acceptable financial institution** to be known as (“Escrow Holder”). The Financial Guarantee shall be payable at sight to the City and will bear an expiration date not earlier than one (1) year after the completion of the Improvements. The Financial Guarantee will be payable to the City at any time upon presentation of:

- a. A sight draft drawn on the issuing Escrow Holder in the amount to which the City is entitled to draw pursuant to the terms of this Agreement; or
 - b. A request executed by the City Attorney or City Recorder stating that the City is entitled to make a draw or Developer is in default under this Agreement.
 - c. A request by the City under this Agreement or for Inspection/Subdivision Fees. Developer hereby authorizes the release of any outstanding Inspection/Subdivision Fees to the City.
9. **Standards.** The Developer will construct the Improvements according to the City's Public Works Standards and Technical Specifications, municipal code, applicable building, or other codes adopted by City, all of which are incorporated herein by this reference. Where there is a conflict in the applicable law or standard the stricter shall govern.
10. **Warranty.** The Developer warrants that the Improvements, each one of them, will be free from defects for a period of one (1) year ("Warranty Period") from the date that the City accepts the Improvement(s) when completed by the Developer and as requested by the Developer for conditional acceptance and final acceptance as provided in state law.
11. **Completion Periods.** The Developer shall commence Improvements within one (1) year of recording this Agreement at the Weber County Recorder's Office. Developer shall complete the Improvements within three (3) years of recording of this Agreement with the Weber County Recorder's Office. Failure to complete with the commencements period shall result in the Property reverting to the A-1 Zone and require a new application for any approvals. Failure to comply with the completion period shall constitute default by the Developers and the City may implement the remedies under this Agreement.
12. **Compliance.** The Developer will comply with all approval requirements, relevant laws, code requirements, standards, specifications, and regulations in effect at the time of approval of this Agreement. When necessary, to protect public health, the Developer will be subject to laws, ordinances and regulations that become effective after final plat approval.
13. **Dedication and Acceptance.** The Developer will dedicate to the City, or other applicable entity, certain Improvements as specified on Exhibit "C" attached hereto. No Improvements will be accepted by the City until after inspection to verify that all work meets the applicable standards and has not failed. After acceptance any security shall be released to the Developer by the City, less a 10% retainage. Any retainage shall be released one (1) year after final acceptance and expiration of the Warranty Period for each specific Improvement, if said Improvement continues to meet standards and has not failed. The City shall use the Financial Guarantee in this Agreement for the purposes of default, completing any Improvement, or correcting defects in or failures of any Improvement prior to the expiration of the Warranty Period.

14. **Districts.** In the event that the sewer operator fails, is not adequately servicing the Property, or at the sole discretion of the City, the City may annex to an existing or create and establish a Special Service District (“District”) to operate and maintain sewer Improvements on Exhibit “C” in addition to other services that may be provided by the District under state law. Each subsequent purchaser, prospective purchaser, transferee, assignee, heir, or any other type of owner of any or all lot on the Property hereby consents to and agrees not contest, protest, or otherwise object to the annexation to, or creation and operation of said District, any future special assessment area, or any other district serving the Property. Owners also hereby and forever acknowledge and accept that such are subject to taxes, assessments, and monthly user fees as imposed by any district, specifically the District.

15. **Special Provisions.** The following Special Provisions apply:

- a. **Owner Obligations.** “Owner” means the Owners of any “Lot” in the Property. Developer shall establish a binding and perpetual contractual obligation through the adoption and recording of Covenants, Conditions, and Restrictions (“CC&Rs”) that run with the Owner’s land which shall provide for the operation, replacement, and maintenance of all Improvements assigned to the Owners’. Billing for all storm water, secondary water, and all other utilities billed by the City, or its designated entity or district, shall be paid by one monthly invoice made to the Operator(s) as specified in the CC&Rs.
- b. **Conservation.** Any Property dedicated to the City shall be remain as perpetual open space and subject to a Conservation Easement prepared and recorded by the City. City may improve any Open Space dedicated to the City in accordance with the Conservation Easement. Failure to record a Conservation Easement does not void or otherwise limit the fact that property dedicated to the City must be maintained as perpetual open space. The Conservation Easement serves to preserve the natural resources, aesthetics, and effectively manage wetlands, natural habitat, storm water, and secondary water of the benefit of the entire community and for the benefit of wildlife. Current and any future Owners of the Property or any Lot Owners hereby acknowledge and accept that any open space dedicated to the City as part of the development or adjoining the Property may also be used for agriculture, future park area, recreation, trails, cemetery, or similar open space uses that protect the open nature of the property. Owners hereby acknowledge and agree that no Owners shall use any of the open space whatsoever, including, but not limited to: individual use, personal use, off-highway vehicle use, unauthorized camping, storage, parking, littering, dumping of any kind, or other unauthorized use or activity that may subsequently be imposed by the City. Owners hereby acknowledge, agree, and consent that agriculture (no

livestock), fire and burning, storm water, flood control, wildlife habitat, and other similar or related activities may occur on any and all open space at any time and at all hours of the day or night causing noise, odor, lights, or other conduct that may be disruptive, disturbing, or interfere with the use and enjoyment of Owners property and that Owners shall have no objection to nor complaint of such occurring. City, at its sole discretion, may expand and develop agriculture, gardening, recreation, restrooms, parking areas, public buildings and facilities, trails, parks, cemetery, wildlife habitat, vegetation, and similar uses. City may also at its sole discretion implement conservation measures, nature programs, recreation, golf facilities, storm water facilities and structures, flood control, secondary water facilities and structures, or similar activities at any time without affecting the validity of the open space or any Conservation Easement. City may assign a separate written Conservation Easement, or otherwise, the open space to a bona fide land conservation trust or third-party 501(c)(3) entity to administer and ensure open space remains such in perpetuity consistent with this Agreement. Trails. The Developer shall provide a twelve (12) foot trail easement and install a 10' wide trail with 3" of asphalt along the border of the open space and proper trail signage adopted by the City. Trail area on private property is to be dedicated to the City via an easement and is able to be counted as part of the over landscaping. Limited trail parking may occur within the Property where there is space available is hereby granted to the City.

- c. Other Entities. The City does not provide culinary water or any utilities not operated by the City and is not liable and forever held harmless for third-party utilities whatsoever. Taylor West Weber Water Improvement District provides culinary water and all questions by Owners or others related to water quality and service shall be directed to that entity. Any questions related to utilities not provided by the City shall be directed by Owners or others to the respective utility and not the City. Maintenance Agreements. The Developer shall enter a Sewer Maintenance Agreement, and Perpetual Storm Water Maintenance Agreement with the City that is also binding on Owners(s) for the operation and maintenance of each respective system. Said Maintenance Agreements are attached as Exhibit "D" and incorporated herein as part of this Agreement.

16. Secondary Water. The Developer will maintain existing user access to the Hooper Irrigation company headgates, laterals, headgates, and other facilities unless written permission is obtained from said users in accordance with State Law. The Developer shall provide the Property with a working and functional pressurized irrigation system in accordance with City standards for the Warranty Period. Developer shall assign all water rights associated, including two (2) wells and the water rights thereto Legally Identified as 35-588 and 35-2891 by the Utah Division of Water Rights, to the City, or its designee.

Developer shall reimburse the City for its attorney's fees and cost incurred by the City as part of the transfer of the two (2) wells to the City, or its designee, ownership. In the event that the two (2) wells herein do not adequately service the Property or are not approved by the State, the Developer shall dedicate to the City an appropriate number of Hooper Irrigation Company shares with delivery to the secondary water pond at the sole expense of Developer. This infrastructure to be installed in conjunction with secondary water pond construction. Developers shall provide service by the secondary irrigation water system to the adjoining annexed residential property. In lieu of an annexation application to the Pioneer Special Service District, the Developers hereby request, consent, and otherwise agree to the annexation of the Property to said District. The City may expand the secondary water system to other properties within the City at its sole discretion. Each of the Owners shall pay a monthly utility fee entitled "Enhanced Services" or related designation. Each of the Owners on the Property hereby and forever acknowledge and accept that such are subject to taxes, assessments, connection fees, monthly user fees, utility fees, and other fees as may be imposed by the City, its designee, any special district, or an affected entity where the Property is located. The secondary water system may contain debris, material, moss, bromides, or other aquatic life forms and each of the Owners is required to install, operate, and maintain a filtration system on each Lot of each of the Owners. Each of the Owners shall hold the City and its designees harmless for any damage or other inconvenience of any kind from operation of the secondary water system. It is understood that secondary water is a valuable and shall not be wasted by any Owners or on any Lot, and that the City may enforce drought restrictions or rationing as appropriate.

17. **Alternate Water Right Option.** In the event, the aforementioned wells with associated water rights are deemed unusable by the State of Utah Division of Water Rights, or is failing, the City, or its district, will allow the Developer to transfer the appropriate amount of Hooper Irrigation Water shares and provide a service lateral to the irrigation pond created as part of this Project. Developer shall be responsible for getting the irrigation water to the secondary pond and install the necessary infrastructure in conjunction with secondary water pond construction.
18. **Infrastructure.** There is no public access to any Improvements, including but not limited to: storm water facilities, irrigation facilities, lines, utilities, or other infrastructure facilities of any kind. Violators may be cited for trespassing. None of the Owners or any other unauthorized person or entity shall alter or change or impede any utility lines, water mains, power supply, drainage flow, or drainage culvert within the Subdivision. Connecting to any Improvements or any utilities requires express permission and approval from the City or appropriate entity. Developer to provide adequate access and public utility easement to the City to inspect, maintain, repair, replace, and service the secondary water facilities, storm water facilities, open space, sewer station facilities, pipelines, and other utilities and infrastructure.

19. **Sewer.** The sewer system is private, except as provided in this Paragraph. Developer shall provide an operable sewer system that complies with the applicable standards and requirements of the state and City. The City shall serve as the body politic for the sewer system installed by the Developer. Developer shall also provide acceptable sewer service to the adjoining annexed residential property. All Lots are served and shall remain served at all times by each of the Owners in the Property and noncompliance with the applicable code for sanitary sewers. No cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Lots must be connected to the sanitary sewer system at all times. The operation and maintenance of the sewer system is the sole responsibility of the Owners. No connection to the sewer outside of the Property, and the annexed residential property, is authorized except by the City and within the capacity limits. The Owners hereby hold the City harmless for the operation, repair, replacement, and maintenance of any sewer or sewer system. Owners shall pay monthly sewer fees and assessments imposed by any governmental authority.
20. **Fire Hydrants.** The use of all fire hydrants is restricted to emergency response and fire district crews. Fire hydrants may also be used for appropriate construction-related needs as allowed by the City or applicable water district where a building permit is issued and applicable fees paid. The City may impose a monthly fire hydrant fee on each Owner. The water district is responsible to maintain, replace, operate, and test each fire hydrant.
21. **Storm Water.** The open space in Paragraph 14 shall serve as the storm water detention basin for the Property. Developer shall implement LID standards for each Lot or at location shown on the site plan, so that storm water is pre-treated before discharge onto the open space City property.
22. **Site Restrictions.** The following site restrictions and amenities apply:
- a. Landscaping. Each Lot shall have a minimum of 10% of the site landscaped.
 - b. Adjoining Residential. Development of Property adjoining residential uses shall not exceed a maximum building height of thirty (35) feet and otherwise comply with the existing Municipal Code for yard area and setbacks in the C-2P Zone. Commercial uses abutting residential uses shall include screening by a nine (9) foot earth-tone colored cement fence or split faced earth-tone colored CMU fence. The most current version of the ALTA survey for the Property shall be followed.
 - c. Sidewalk. The sidewalk shall be ten (10) feet in width fronting 1200 South and 2700/2800 West in width and not include a park strip.
 - d. Dark Sky. All outdoor lighting, whether public or private, shall comply with Chapter 15.23 for Dark Sky Compliant Outdoor Lighting.
23. **Inspection.** The Developer, and any subsequent owner(s), agrees and consents to the ongoing inspection by the City of any Improvements under this Agreement or otherwise located on the Property, and Developer is responsible to give notice to the City of when

Improvements are made and ready for inspection. Developer hereby grants an easement to enter the Property to inspect any Improvements made on the Property.

24. **Defect.** The City will provide timely written notice to the Developer whenever inspection reveals that an Improvement does not conform to the standards and specifications. The Developer will have thirty (30) days from the issuance of such notice to cure or substantially cure the defect. The City may stop work on the Property until a defect is properly cured or where Developer is in default under this Agreement. It is deemed default of this Agreement if a defect is not reasonably cure within the thirty (30) daytime period.

25. **Acceptance of Dedication.** The City or other applicable agency will accept the dedication of any validly certified Improvement within thirty (30) days of the Developer's offer to dedicate the Improvement if such meets the applicable Code or Standards. The City's or agency's acceptance of dedication is expressly conditioned on the presentation by the Developer of a policy of title insurance, where appropriate, for the benefit of the City showing that the Developer owns the Improvement in fee simple and that there are no liens, incumbrances, or other restrictions on the improvement unacceptable to the City in its reasonable judgment. Acceptance of the dedication of any improvement does not constitute a waiver by the City of the right to draw funds under the Financial Guarantee on account of any defect in or failure of the Improvement that is detected or which occurs after the acceptance of the dedication. The Improvements must be offered to the City in no more than one (1) dedication per month.

26. **Reduction of Security:** After the acceptance of any Improvement, the amount which the City is entitled to draw on the Financial Guarantee may be reduced by an amount equal to ninety (90) percent of the estimated cost of the Improvement as shown on Exhibit "B". At the request of the Developer, the City will execute a Certificate of Release verifying the acceptance of the Improvement and waiving its right to draw on the Financial Guarantee to the extent of such amount. A Developer in default under this Agreement will have no right to such a certificate. Upon the acceptance of all of the Improvements, the balance that may be drawn under the credit will be available to the City for 90 days after ration of the Warranty Period.

27. **Use of Proceeds.** The City will use funds drawn under the Financial Guarantee only for the purposes of completing the Improvements or correcting defects in or failures of the Improvements.

28. **Events of Default.** The City may not declare a default until written notice has been given to the Developer. The following conditions, occurrences, or actions will constitute a default by the Developer during the Construction Period:
 - a. Developer's failure to commence construction of the Improvements within one (1) year of executing this Agreement.

- b. Developer's failure to complete construction of the Improvements within three (3) years of executing this Agreement.
 - c. Developer's failure to cure defective construction of any Improvement within applicable thirty (30) day cure period.
 - d. Developer is insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer, or in the event of foreclosure of any lien against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure.
29. **Measure of Damages and Remedies.** The measure of damages for breach of this Agreement shall be the actual cost of completing all the Improvements as shown on Exhibit "C" which shall serve as prima facie evidence of the Improvements to be completed under this Agreement. The City is entitled to complete all unfinished Improvements at the time of default regardless of the extent to which development has taken place or whether Development ever commenced. When any event of default occurs, the City may draw on the remaining Financial Guarantee to complete Improvements shown on Exhibit "C" along with seeking recovery against Developer for the actual costs of completing all Improvements. In the event of default, the City may suspend any development, building permit, site plan, or final plat approval during which time the Developer will have no right to sell, transfer, or otherwise convey any Lot within the Property without the express written approval of the City or until the Improvements are completed and by the City. These remedies are cumulative in nature. The City may file a Certificate of Non-compliance on the Property with applicable fines set forth in code, or pursue any other remedies at law or equity including foreclosure.
30. **Indemnification and Improvements.** The Developer and any subsequent owner(s) are bound by this Agreement. The Developer and owner(s) hereby expressly agree to forever indemnify, defend, and hold the City harmless from and against all claims, costs, and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the Property, any if its Improvements, and liability arising under this Agreement. Any subsequent purchaser or owners further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work, any Improvement, enforcement of this Agreement, or the operation and maintenance of any utilities.
31. **Attorney's Fees.** Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If the court, arbitrator, or mediator awards relief to both parties, each will bear its own costs in their entirety. The Parties agree to participate in mediation prior to any suit under this Agreement or for any matter related to the Property.

32. **Employment.** The Developer is not an agent or employee of the City.
33. **Annexation Agreement.** The Annexation Agreement recorded on or about August 1, 2022, is hereby incorporated herein as part of this Agreement, except where there is a conflict, this Agreement governs and is deemed to have amended the Annexation Agreement.
34. **No Waiver.** No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both City and Developer. Nor does the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvement.
35. **Amendment or Modification.** The parties to this Agreement may amend or modify this Agreement only by written instrument executed by the City and by the Developer, or authorized agent. Such amendment or modification will be properly notarized before it may be effective.
36. **Vested Rights.** The City does not warrant by this Agreement that the Developer is entitled to any subdivision approval, site plan approval, building permit, business license, or other approval(s), permits, or licenses required by the City or another entity.
37. **Third Party Rights.** No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.
38. **Entirety.** This Agreement constitutes the entire agreement between the Parties and no statement(s), promise(s) or inducement(s) that is/are not contained in this Agreement are binding on the Parties.
39. **Time.** For the purpose of computing time periods or performance under this Agreement do not apply in the event of civil disaster or acts of God if such prevents performance performing his under this Agreement.
40. **Severability.** If any part, paragraph, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, paragraph, term, or provision of this Agreement which shall continue with the rights of the Parties construed as if the offending part, paragraph, term, or provision was never part of the Agreement.

41. **Notice.** Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:
- a. Developer: 2143 West 700 North, Suite 1, Marriott-Slaterville, Utah 84404.
 - b. City: 1570 West 400 North, MSC, UT 84404
42. **Recordation.** Either Developer or City may record a copy of this Agreement at any time in the Recorder's Office of Weber County, Utah.
43. **Referendum.** In the event of a referendum or similar ballot measure regarding the approval of this Agreement or an approving ordinance or resolution ("Referendum"), and if the City in its sole discretion, subsequent to the approval of this Agreement, elects to defend against a Referendum, the Developer shall reimburse City's attorney's fees, court costs, and any related costs of defending against the Referendum. The Developer's obligation to indemnify the City during any defense of a Referendum shall be reimbursed within ten (10) days of the City providing notice to Developer of the City's receipt of a periodic or final invoice, a judgment, a settlement, or other obligation by the City. Developer's obligation to indemnify against the costs of defense shall exist regardless of the outcome of the Referendum or decisions to modify or withdraw the approval.
44. **Immunity.** Nothing contained in this Agreement constitutes a waiver of any of the City's immunity under any applicable state law or otherwise.
45. **Jurisdiction and Venue.** The proper jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to this Agreement or Financial Guarantee will be deemed proper only if such action is commenced in Second District Court of and for Weber County. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.
46. **Agreement Runs with the Land.** This Agreement shall be recorded against the Property. The terms, benefits, burdens, rights, and responsibilities contained herein, including all vested rights and obligations of Developer, shall be deemed to run with the land and shall be binding on and shall inure to the benefit of the successors in ownership of the property, in whole or part, with respect to that portion of the Property owned by such successors in ownership.
47. **Authority.** The Parties represent to one another that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. The

Parties warrant to one another that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the Parties on whose behalf each individual is signing. The Developer represents to the City that by entering into this Agreement, Developer has bound all persons and entities having a legal or equitable interest in the Property to the terms of this Agreement as of the Effective Date.

FOR DEVELOPER:

[Signature] 5/7/2026
Managing Member, Developer, Date
Managing Member/Authorized Agent

CORPORATE ACKNOWLEDGMENT

State of Utah)

ss:

County of Weber)

On the 7 day of May 2026, personally appeared before me Drew Holley, Managing Member/Authorized Agent of the _____, duly sworn, and the signer of the within instrument, who duly acknowledged to me that he/she executed the same in his/her authorized capacity.

[Signature]
Notary Public



FOR CITY:

[Signature] May 11, 2026
Mayor Date

ATTEST:

[Signature]
City Recorder

APPROVED AS TO FORM:

[Signature]
City Attorney

Exhibit "A"
SPB Property Legal Description

RIVERVIEW COMMERCIAL

PART OF THE NORTHWEST QUARTER OF SECTION 23 AND THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 1200 SOUTH STREET BEING 1353.33 FEET DUE WEST AND 1422.27 FEET DUE NORTH FROM THE NORTHWEST CORNER OF SAID SECTION 23 (NOT IN PLACE) WHICH IS SOUTH 88°39'39" EAST 374.95 FEET FROM A FOUND WEBER COUNTY WITNESS CORNER MONUMENT (WITNESS CORNER MONUMENT BEING NORTH 87°50'54" WEST 3039.62 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 23); THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF 1200 SOUTH STREET THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 84°50'07" WEST 1051.98 FEET; (2) NORTH 89°38'32" WEST 323.74 FEET; (3) NORTH 00°41'07" EAST 5.05 FEET; AND (4) NORTH 88°56'53" WEST 574.19 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 2700 WEST STREET; THENCE NORTH 36°38'44" EAST 167.02 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 89°50'50" EAST 142.42 FEET; THENCE NORTH 00°27'17" EAST 257.45 FEET; THENCE SOUTH 81°30'43" WEST 133.61 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 2700 WEST STREET; THENCE NORTH 07°58'13" EAST 73.06 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 85°43'38" EAST 589.40 FEET; THENCE NORTH 04°52'32" EAST 299.52 FEET; THENCE SOUTH 82°54'35" EAST 451.36 FEET; THENCE SOUTH 38°50'09" EAST 26.52 FEET; THENCE SOUTH 70°47'06" EAST 29.08 FEET; THENCE SOUTH 45°01'30" EAST 24.37 FEET; THENCE SOUTH 19°06'33" EAST 17.56 FEET; THENCE SOUTH 49°33'45" EAST 28.53 FEET; THENCE SOUTH 59°37'23" EAST 111.03 FEET; THENCE NORTH 87°19'07" EAST 40.91 FEET; THENCE SOUTH 59°54'29" EAST 36.90 FEET; THENCE SOUTH 40°01'51" EAST 46.66 FEET; THENCE SOUTH 58°27'19" EAST 66.80 FEET; THENCE SOUTH 80°20'06" EAST 35.70 FEET; THENCE SOUTH 56°40'56" EAST 36.37 FEET; THENCE SOUTH 40°32'25" EAST 28.92 FEET; THENCE SOUTH 49°47'18" EAST 40.85 FEET; THENCE SOUTH 58°13'25" EAST 23.52 FEET; THENCE SOUTH 80°38'10" EAST 41.75 FEET; THENCE SOUTH 83°45'05" EAST 29.37 FEET; THENCE NORTH 88°08'39" EAST 74.03 FEET; THENCE NORTH 73°27'18" EAST 59.00 FEET; THENCE NORTH 50°24'50" EAST 45.15 FEET; THENCE NORTH 42°58'46" EAST 15.84 FEET; THENCE SOUTH 05°13'55" EAST 392.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 974,768 SQUARE FEET OR 22.378 ACRES.

Exhibit "B"
RVE Property Legal Description

RIVERVIEW COMMERCIAL EAST

PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 1200 SOUTH STREET BEING 1353.33 FEET DUE WEST AND 1422.27 FEET DUE NORTH FROM THE NORTHWEST CORNER OF SAID SECTION 23 (NOT IN PLACE) WHICH IS SOUTH 88°39'39" EAST 374.95 FEET FROM A FOUND WEBER COUNTY WITNESS CORNER MONUMENT (WITNESS CORNER MONUMENT BEING NORTH 87°50'54" WEST 3039.62 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 23); THENCE NORTH 05°13'55" WEST 392.55 FEET; THENCE NORTH 11°32'40" EAST 19.98 FEET; THENCE NORTH 80°32'45" EAST 87.58 FEET; THENCE NORTH 87°05'30" EAST 23.63 FEET; THENCE NORTH 36°08'35" EAST 18.31 FEET; THENCE NORTH 53°16'36" EAST 37.42 FEET; THENCE NORTH 68°38'47" EAST 49.38 FEET; THENCE NORTH 60°41'32" EAST 11.73 FEET; THENCE NORTH 13°41'19" EAST 578.80 FEET TO THE SOUTHERLY BANK OF THE WEBER RIVER; THENCE ALONG SAID SOUTHERLY BANK THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 69°54'11" EAST 45.35 FEET; (2) SOUTH 65°05'35" EAST 68.10 FEET; (3) SOUTH 78°57'14" EAST 63.42 FEET; AND (4) SOUTH 77°29'53" EAST 73.80 FEET; THENCE SOUTH 00°31'50" WEST 927.96 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 1200 SOUTH STREET; THENCE SOUTH 84°50'07" WEST 544.45 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

CONTAINING 413,628 SQUARE FEET OR 9.496 ACRES.

Exhibit "C"
Overall Site Concept Plan



Reeve & Associates, Inc.
ARCHITECTS

RA

RiverView Commercial / Commercial East
MARSHALL UNIVERSITY CENTER, MARSHALL, WV

Master Plan

Project Info:
 Project Name: _____
 Project No: _____
 Date: _____
 Scale: _____
 Drawing No: _____

1 1

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC. (R&A). THESE PLANS AND SPECIFICATIONS SHALL NOT BE REPRODUCED, RE-COPIED, OR USED IN ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THE WRITTEN PERMISSION OF REEVE & ASSOCIATES, INC. REEVE & ASSOCIATES, INC. ACCEPTS NO LIABILITY FOR ANY DAMAGES OR MISUSE OF THESE PLANS OR THE DESIGN THEREIN WITHOUT THEIR CONSENT.

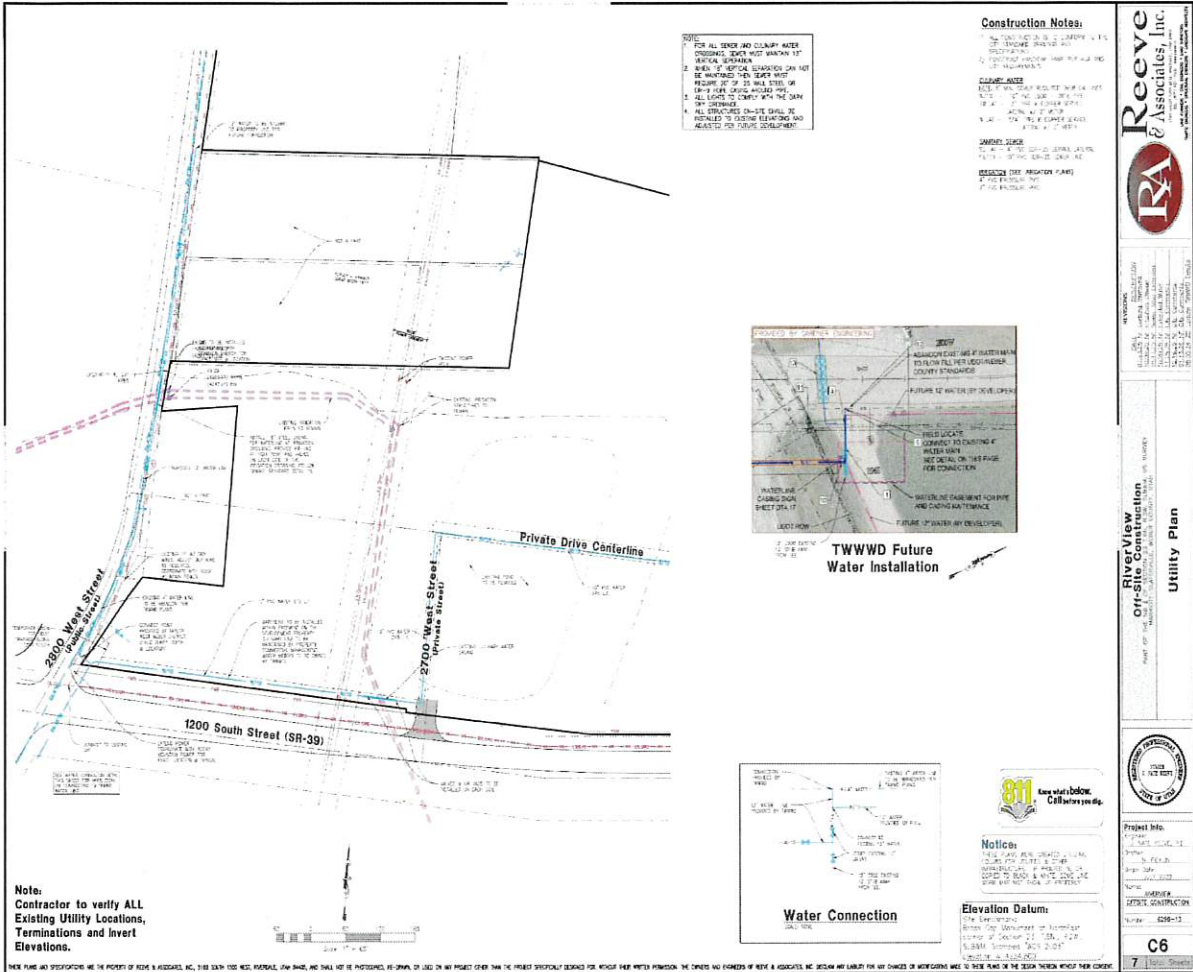


Exhibit "E"
Financial Guarantee



March 03, 2026

To Whom It May Concern,

SBZ Ventures has an established line of credit with up to \$1,500,000 in availability for the development of the Riverview subdivision.

The current balance of this line is \$63,360.99, and all remaining funds are available.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Nathan Combs', is written over a light blue horizontal line.

Nathan Combs
Loan Manager
801.831.0400

6795 South 300 West • Midvale, UT 84047 • phone (801) 831-0400 • contact@micfund.com

Registered with the Securities and Exchange Commission pursuant to Regulation D Section 4(6)

Exhibit "F"

Required Public and Private Improvements
(Engineers Estimate)



Riverview - Offsite Plan

Engineer's Cost Estimate

12/22/25 KAR 6298-13

Description	Item	Unit	Unit Price	Amount	
Culinary Water					
8" Waterline (140' Onsite)	450	l.f.	\$54.00	\$24,300.00	
8" Valves (1 Onsite)	1	ea	\$1,740.00	\$1,740.00	
10" waterline (620' Onsite)	2200	l.f.	\$58.00	\$127,600.00	
10" Valves	3	ea	\$1,890.00	\$5,670.00	
10" Castiron Fittings	8	ea	\$250.00	\$2,000.00	
Hydrant(Onsite) Plus one for 2800 w	2	ea	\$3,800.00	\$4,180.00	
Build road through Pond 20' Wide	350	l.f.	\$52.08	\$18,439.12	
Road Building Material	7000	ton	\$10.50	\$19,350.00	
Total Labor for Culinary Water Installation	1	l.s.	\$25,692.70	\$25,692.70	
Traffic Control					
Road Plates					
Boring including casing	1	l.s.	\$22,000.00	\$22,000.00	\$350,971.82
Secondary Water					
Irrigation Pond	4769	s.f.	\$9.41	\$44,890.13	
Fence	556	l.f.	\$47.02	\$26,143.73	
Concrete Pad	157	s.f.	\$22.29	\$3,500.00	
Footings	2.5	c.y.	\$560.00	\$1,400.00	
Stem Wall	3	c.y.	\$666.67	\$2,000.00	
Thrust Block	1	ea	\$350.00	\$350.00	
Earthwork	1	l.s.	\$4,522.80	\$4,522.80	
Walls	312	s.f.	\$16.44	\$5,130.00	
Bond Beam	1	ea	\$1,500.00	\$1,500.00	
Roofing	1	ea	\$8,500.00	\$8,500.00	
Siding	2	ea	\$1,000.00	\$2,000.00	
Doors & Hard Ware	1	ea	\$2,500.00	\$2,500.00	
Epoxy Flooring	1	ea	\$1,400.00	\$1,400.00	
Paint	1	ea	\$1,300.00	\$1,300.00	
Heater	1	ea	\$1,500.00	\$1,500.00	
Electrical Work	1	l.s.	\$5,600.00	\$5,600.00	
Secondary Pipe 4" & 10"	2450	l.f.	\$14.24	\$34,896.03	
Wellwell	1	ea	\$11,224.18	\$11,224.18	
Pump	2	ea	\$6,084.25	\$12,168.49	
Manholes	3	ea	\$5,835.28	\$17,505.84	
Inlet Headwall	1	ea	\$5,682.56	\$5,682.56	
Meters	1	ea	\$2,108.26	\$2,108.26	
Valves	6	ea	\$1,217.26	\$7,303.56	
Misc.	1	ea	\$13,811.03	\$13,811.03	
Pipe Trenching	394	c.y.	\$64.75	\$25,513.25	\$242,439.86
Sanitary Sewer					
8" Gravity	250	l.f.	\$13.92	\$3,479.08	
Manhole	1	ea		\$1,739.54	
Lift Station Bldg					
Block (Paradox)		l.s.			
Trusses (Paradox)		l.s.			
Roof (Paradox)		l.s.			
Concrete Pad	1672	s.f.		\$15,500.00	
OH Door (Paradox)	1	ea		\$2,500.00	
8' Fence w/12' Gate				\$9,000.00	
Power to Bldg (Paradox)				\$106,250.00	
Generator Setup (Paradox)				\$60,000.00	
					\$198,468.62
Subtotal					\$791,880.30
Contingency (10%)					\$79,188.03
Total Estimated Cost					\$871,068.33



RiverView - Irrigation Plan

Engineer's Cost Estimate

12/24/25

KAR

#6298-13

Description	Item	Unit	Unit Price	Amount
Secondary Water				
10" PVC Pipe & Fittings	440	l.f.	\$52.00	\$22,880.00
8" PVC Pipe & Fittings	1,192	l.f.	\$42.00	\$50,064.00
4" PVC Pipe & Fittings	917	l.f.	\$34.00	\$31,178.00
8" Gate Valve	3	ea	\$1,740.00	\$5,220.00
Valve Collars	3	ea	\$400.00	\$1,200.00
Irrigation Pond	1	l.s.	\$45,000.00	\$45,000.00
Connection to Existing Irrigation Well w/ Pump	1	ea	\$27,000.00	\$27,000.00
Irrigation Pumps	1	ea	\$75,000.00	\$75,000.00
Irrigation Pump House	1	l.s.	\$85,000.00	\$85,000.00
				\$342,542.00
				\$0.00
Subtotal				\$342,542.00
Contingency (10%)				\$34,254.20
Total Estimated Cost				<u>\$376,796.20</u>

Exhibit "G"

Maintenance Agreements: Sewer and Storm Water

SEWER MAINTENANCE AGREEMENT

THIS SEWER MAINTENANCE AGREEMENT ("Agreement") is made by and between Marriott-Slaterville City, a municipal corporation of the State of Utah ("City"), SPB Ventures I, LLC ("SPB"), a Utah limited liability company, and River View East ("RVE") a Utah limited liability company and Hillfield Investments ("HFI") a Utah limited liability company, herein after collectively referred to as ("**Developer**") and includes any subsequent purchase of all or part of any Lot on the Property. The foregoing are referenced herein either individually as a Party or collectively as the Parties.

RECITALS:

1. The Developer has acquired title to a 54.32 acre tract of land consisting of parcels; 150600176, 150610125, 150600175, 150610130 (SPB Parcels), 150610129 (RVE Parcel), 150610123, & 150600124 (HFI Parcels), to be developed into a commercial and residential development in Marriott-Slaterville City, known as the River View Development Project ("Project").
2. The Developer has recorded codes covenants and restrictions, herein after referred to as ("CC&R's") with Weber County ("County"), that govern the shared use of the commercial project between SPB, RVE, & HFI. Association has been established as a Utah non-profit corporation with the Utah Department of Commerce and will conduct the affairs of the owners in the development as it relates to common areas and expenses.
3. Utah Administrative Rule R317-1-2 under 2.2.A requires a "Body Politic" which in this Project is the City to "sponsor" the sewer system for the Association as such

applies under Utah law.

4. Developer and City seek this Agreement to outline the duties and obligations related to the management and operation of the sanitary sewer lift station to be performed by the Developer under the direction of the CC&R's Association.

5. This pressurized sewer collection and distribution system has been approved by the City.

6. The purpose of this Agreement is to set forth the rights, duties and responsibilities of the Parties relating to the sewer distribution and collection system for future maintenance and operation.

NOW, THEREFORE, the Parties hereto intending to be legally bound and in consideration of the respective undertakings made and described herein, do agree as follows:

7. **Installation of Sewer Systems.** The Developer shall be solely responsible for the entire cost, expense and supervision of the design, engineering, construction and installation of the sewer collection, treatment and disposal system for the Project.

8. **Agricultural Preservation Easement.** The pressurized lift station and collection system will be located on a parcel of property in the development of the Project which has been designated on the plat as Parcel A, a Non-Commercial Lot (For Sewer Collection System) on the proposed plat. The Non-Commercial Lot is a parcel to be dedicated to and ultimately owned by the Developer with a mutually agreed upon easement for the City.

9. **City Responsibilities.** Following approval of the system, the City shall at that time begin to provide oversight and supervision of the sewer systems through a third-party professionals selected and paid for by the Developer, as determined in its sole and

reasonable discretion. The rights and duties of the City relating to the sewer system and to the Developer(s) operation and maintenance, therefore shall be governed by the State's description of the rights and responsibilities of a Body Politic as such are currently defined by Utah Law under Rule 317-1-1, and as such may be hereafter amended from time-to-time.

10. **Maintenance**. It is anticipated at this time that the Developer shall maintain ownership, control, and maintenance of the sewer system including the collection, and disposal systems shall be vested in the Association in perpetuity. Lateral lines from mainline to the applicable Equivalent Residential Unit(s) (ERUs) are the responsibility of each Lot Owner.

11. **Easement**. The City shall enjoy an easement on the Developers property in order to conduct its inspections for purposes of ingress, egress construction, repair and any other related access needs.

12. **City Recommendations**. The Developer agrees to be bound by the reasonable requirements and recommendations which the City shall make to the Developer in connection with the City's agreement to act as the Body Politic for this sewer system. Any cost of maintenance, upgrade, repair, or operation which is reasonably required by the City in its capacity as Body Politic over this system shall be borne solely by the Developer on an annual basis. The City shall have no financial responsibility relating to the sewer system, except for routine inspections (collectively, the "***City Inspections***"). City Inspections shall not occur more frequently than semi-annually (i.e., two (2) times per year). The Developer shall be responsible for no more than Five Hundred and No/100 Dollars (\$500.00) per City Inspection, as may be adjusted by the City based upon the

actual cost of the inspection. If the City imposes reasonable conditions upon the Developer which the Developer fails to reasonably implement, the City has the right, but not the duty, to incur the reasonable expense of implementation thereof and to recover the costs of said implementation from the Developer Association and to take any other action permitted by law to recover said costs; provided, however, prior to the Developer being responsible to reimburse the City the City shall provide documented support evidence for the actual and reasonable costs of such implementation.

13. **Future Sewer District.** Upon request from City officials, the Developer Association hereby consents to the sewer system annexing into or to otherwise become a part of any future sewer district, existing sewer district, or other body politic which may eventually be organized by the City or local municipality.

14. **Ownership.** The sewer system was designed to accommodate the connections for each lot in the project owned by the Developer according to Exhibit "A" Association, and the adjoining residential development to the north property line consisting of a max of 200 ERUs used for residential purposes, along with any additional ERUs connections for open spaces and management office/clubhouse. The sewer system was designed to accommodate up to 660 ERU's, and was approved by Central Weber Sewer District ("CWSD).

15. **Future ERU Connections.** In the event future residential or commercial developments request to connect into the sewer lift station system, Developer shall with written consent by the City and CWSD, allow said future development to connect up to no more than a total of 660 ERU's, including the projects ERU's so long as the project has adequate ERU's to service itself. Developer shall be entitled to collect connection

fees for the additional infrastructure costs, maintenance and administration of the sewer lift station.

16. **Waivers** No waiver of any requirements, breach or default shall constitute a waiver of any other requirement, breach or default, whether of the same or any other covenant or conditions. No waiver, benefit, privilege or service voluntarily given or performed by either Party shall give the other any contractual right by custom, estoppel, or otherwise.

17. **Entire Agreement.** This Agreement contains the entire agreement between the Parties. No promise, representation, warranty or covenant not included in this Agreement shall be binding upon the Parties unless reduced to writing and signed by each Party.

18. **Amendment.** No subsequent amendment or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by each Party.

19. **Notices.** Any notice, demand, request, consent, approval, or other communication to be given by one Party to the other shall be given by; hand delivery, confirmed overnight mail or by mailing in the United States mail, certified or registered, addressed to the applicable Party at their respective addresses. Any such notice shall be deemed to have been given (i) upon delivery, if personally delivered or delivered by any form of Federal Express\overnight delivery service, or (ii) if mailed, upon receipt. Either Party may change the address at which it desires to receive notice upon giving written notice of such request to the other Party.

20. **Successors and Assigns; Survival.** This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors, assigns and nominees. All covenants, representations and warranties contained herein shall survive

Closing.

21. **Governing Law.** This Agreement shall be governed by, interpreted under, and enforced in accordance with, the laws of the State of Utah applicable to agreements made and to be performed wholly within the State of Utah.

22. **Execution of Other Documents; Compliance with Regulations.** The Parties hereto will do all other things and will execute all documents which are necessary

23. **Governmental Regulation.** For the transaction contemplated hereby to close. Furthermore, the Parties will comply at their own expense with all applicable laws and governmental regulation required for this transaction to close, including without limitation any required filings with governmental authorities.

24. **No Joint Venture.** The Parties understand, acknowledge, and agree that this Agreement shall not constitute nor be regarded as joint venture agreement and that the Parties shall not be regarded in any manner whatsoever as partners or joint venturers in connection with the Property or the transactions contemplated hereunder. The Parties are merely entering into this agreement to allow for this process to be completed in an expeditious fashion. However, the Parties are responsible for their respective tax, liability and business consequences resulting from said cooperation.

25. **Captions.** The captions of the various paragraphs of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content, or intent of this Agreement or of any part of this Agreement.

26. **Partial Invalidity.** If any term of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances

other than those as to which it is held invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

27. **Warranty of Authority.** The individuals signing this Agreement for the Parties each Grants, by his signature, that he has full authority to enter into this Agreement on behalf of the Party for whom signs.

[Remainder of page left intentionally blank. Additional pages follow.]



1570 West 400
North Marriott
Slaterville, UT 84404
801-627-1919

Utah's Open Space City

PERPETUAL STORMWATER MANAGEMENT AGREEMENT

Affected Parcel(s):

150600175

150610125

150610129

150600176

150610130

This Perpetual Storm Water Management Agreement ("Agreement"), is made and entered into this 7

day

of May, 2026, by and between SPB Ventures I a Utah Limited Liability Company, and River View East a Utah Limited Liability Company ("Developer"), and Marriott-Slaterville City ("City") whose address is 1570 West 400 North, Marriott-Slaterville City, Utah, 84404.

RECITALS

WHEREAS, the United States Environmental Protection Agency requires implementation of Phase II of the Clean Water Act, and acting in accordance with such law, The City is authorized and required to regulate and control the disposition of storm and surface waters within the City, as set forth in the City's Storm Water Ordinance in Chapter 13.33 of the Marriott-Slaterville Municipal Code and other applicable codes and regulations ("Ordinance"), as amended, and adopted in accordance with the Utah Water Quality Act, , as amended, ("Act"); and

WHEREAS, the Developer hereby represents and acknowledges that it is the owner of certain real property currently identified as parcels; 150600176, 150610125, 150600175, 150610130 (SPB Parcels), and 150610129 (RVE Parcel).

WHEREAS, the Developer desires to build or develop the Property and/or to conduct certain regulated construction activities on the Property which will alter existing storm and surface water conditions on the Property and/or adjacent lands; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing

storm and surface water flow conditions, the Developer is required to build and maintain at Developer's expense certain storm and surface water management facilities along with related improvements ("Storm Water Facilities"); and

WHEREAS, the Storm Water Facilities are more particularly described and shown in the final site plan for the Property and related engineering drawings, and any amendments thereto, which plans and drawings are on file with the City and are hereby incorporated herein by this reference ("Development Plan"); and

WHEREAS, summary description of all Storm Water Facilities, details and all appurtenance draining to and affecting the Storm Water Facilities and establishing the standard operation and routine maintenance procedures for the Storm Water Facilities, and control measures installed on the Property are shown in the "Site Storm Water Management Plan".

WHEREAS, a condition of Certificate of Occupancy approval, and as required as part of the City's Small MS4 UPDES General Permit from the State of Utah, owner is required to enter into this Agreement establishing a means of documenting the execution of the Perpetual Storm Water Management Plan and,

NOW THEREFORE, in consideration of the benefits received and to be received by the Developer, its successors and assigns, as a result of the city's approval of the Perpetual SSWMP, and the mutual covenants contained herein, the parties agree as follows:

Section 1. Construction of Storm Water Facilities.

The Developer shall, at its sole cost and expense, construct the Storm Water Facilities in accordance with the Development Plans and specifications, and any amendments thereto which have been approved by the City.

Section 2. Maintenance of Storm Water Facilities.

The Developer shall, at its sole cost and expense, adequately maintain the Storm Water Facilities in accordance with the SSWMP and provide regular maintenance that includes all systems and appurtenance built to convey stormwater, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Storm Water Facilities are performing their design functions and in accordance with the SSWMP ; and keeping a neat, tidy appearance free of weeds and refuse. The Developer shall, at its sole cost and expense, perform all work necessary to keep the Storm Water Facilities in good working condition.

Section 3. Maintenance Report for Storm Water Facilities.

The Developer shall, at its sole cost and expense, at the City's written request provide for and obtain an inspection of the Storm Water Facilities and submit an inspection report and certification to the City every even numbered year at a minimum. The purpose of the inspection and certification is to assure safe and proper functioning of the Storm Water Facilities. The inspection shall cover all aspects of the Storm Water Facilities, including, but not limited to, the parking lots, structural improvements, berms, channels, outlet structure, pond areas, access roads, vegetation, landscaping, and other facilities related to storm water or as specified in the SSWMP . Deficiencies shall be noted in the inspection report. The report shall also contain a certification as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality. If requested by written notice, the inspection reports and certification shall be due by December 31st every even numbered year to the Marriott- Slaterville City Stormwater Coordinator.

Section 4. City Entry and Inspection.

The Developer hereby grants a license and all other permission to the City, its officials, authorized agents, contractors, employees, and other designees, to enter upon the Property and to inspect the Storm Water Facilities as needed. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Storm Water Facilities are being adequately maintained, are continuing to perform in an adequate manner, and in compliance with the Act, the Ordinance, and the SSWMP .

Section 5. Notice of Deficiencies.

If the City finds that the Storm Water Facilities contain any defects or are not being maintained adequately, the City shall send Developer written notice of the defects or deficiencies and provide Developer with a reasonable time, but not less than thirty (30) days, to cure such defects or deficiencies. Such notice shall be confirmed delivery to the Developer by email or certified mail to the Developer of Record as shown on the property records of the Office of the Weber County Recorder. Developer hereby consents to the City recording any document(s) such as a Certificate of Non-compliance or other notice or enforcement action at the Office of the Weber County Recorder.

Section 6. Owner to Make Repairs.

The Developer shall, at its sole cost and expense, make such repairs, changes or modifications to the Storm Water Facilities as may be determined as reasonably necessary by the City within the required cure period to ensure that the Storm Water Facilities are adequately maintained and continue to operate as designed and approved.

Section 7. City's Corrective Action Authority.

In the event the Developer fails to adequately maintain the Storm Water Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided in Section 5 and failure to cure, then, upon Developer's failure to cure or correct within thirty (30) days following a second notice delivered to Developer, the City may issue a \$500 per day fine. The City may also give written notice that the facility storm drain connection will be disconnected. Developer assumes all liability for any damage resulting from the disconnection. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Developer's Storm Water Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The actions described in this Section are in addition to and not in lieu of any and all equitable remedies available to the City as provided by the law for Developer's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

Section 8. Reimbursement of Costs.

In the event the City, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or cost for labor, use of equipment, supplies, materials, and the like related to storm drain disconnection from the City system, the Developer shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Developer shall also be liable for any collection cost, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments. In addition to other remedies provided by law or equity, the City may collect any costs incurred by the City under this Agreement in accordance with Chapter 8.15 of the Marriott-Slaterville Municipal Code.

Section 9. Perpetual Covenant and Successor or Assigns.

This Agreement shall be recorded in the Office of the Weber County Recorder and serves as a perpetual covenant to run with the land, and whenever the Property shall be assigned, conveyed, sold, or otherwise transferred, it is subject to the provisions of this Agreement which shall apply to, bind, and be obligatory upon the Developer hereto, its successors or assigns, and is binding to all present and subsequent owners of the Property described herein.

Section 10. Severability Clause.

The provisions of this Agreement are severable from any phrase, clause, sentence, or provision that is declared invalid or unconstitutional, or the applicability thereof to the Developer, its successors and assigns, is held invalid, the remainder of this Agreement and the covenant herein shall not be affected thereby and such remainder shall continue in full force and effect

Section 11. Utah Law and Venue.

This Agreement is governed by the laws of Utah. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the Second District Court, State of Utah.

Section 12. Indemnification.

This Agreement imposes no liability of any kind whatsoever on the City, and the Developer agrees to hold the City and its officers, employees, agents, contractors, assigns, and volunteers harmless, and to defend and indemnify the City from any liability in the event the Storm Water Facilities fail to operate properly. The Developer shall defend, indemnify, and hold the City harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the City from failure of Developer to comply with its obligations under this Agreement or relating to any of the Storm Water Facilities.

Section 13. Amendments.

This Agreement shall not be modified except by written instrument executed by the City and the Developer of the Property at the time of modification, and no modification shall be effective until recorded in the Office of the Weber County Recorder.

Section 14. Subordination Requirement.

If there is a lien, trust, deed, or other property interest recorded against the Property, the trustee, lien holder, or other party, shall be required to execute a subordination agreement or other acceptable recorded document agreeing to subordinate their interest too the Agreement.

Section 15.

The SSWMP must adapt to change in good judgement when site conditions and operations change and when existing programs are ineffective. Exhibit B will not be filed with the agreement but is included by reference and kept on file with the County Recorder. Revision applications must be filed with the appropriate City Department and amended into the SSWMP on file with the Office of the Weber County Recorder.

FOR CITY:

DATED this 7 day of May, 2026.

[Signature]
Authorized Agent

STATE OF UTAH)

: ss.

COUNTY OF WEBER)

On the 7 day of May, 2026, personally appeared before me, the undersigned notary, Drew Holley, Authorized Agent, for Marriott-Slaterville City, who did execute the forgoing instrument in his authorized capacity who duly acknowledged to me that he/she signed the same voluntarily and for its stated purpose.

[Signature]
Notary Signature



FOR OWNER(S):

NOW, THEREFORE, we the undersigned owners of the Property described in the attached Exhibit "A" of this Agreement, do hereby mutually assent, approve, and enter this Agreement.

Steve Reeves
Print Name

[Signature]
Signature

David Laloi
Print Name

[Signature]
Signature

STATE OF UTAH)

: ss.

COUNTY OF WEBER)

On the 7 day of May, 2026, personally appeared before me, the undersigned notary, the forgoing Owner(s) under this Agreement, who duly acknowledged to me that he/she/they signed the same voluntarily and in their authorized capacity for its stated purpose.

[Signature]
Notary Signature



Exhibit "H"
Subdivision Plat

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their respective, duly authorized representatives as of the 11 day of May, 2024 (the "Effective Date").

TOWN:

MARRIOTT-SLATERVILLE CITY:

By: [Signature]
Name: Los Sume
Title: Mayor

ATTEST:
By: [Signature]
Name: Drew Holley
Title: city recorder

APPROVED AS TO FORM:
By: [Signature]
Name: William Platts
Title: City Atty

STATE OF UTAH)
 §
COUNTY OF WEBER)

On this 11 day of May, 2024, personally appeared before me Drew Holley, the Mayor and authorized signer of Marriott-Slaterville City, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed this Development Agreement on behalf of Marriott-Slaterville City, and who duly acknowledged to me that she / he executed the same for the purposes therein stated.

[Signature]
(Notary Public)



[Developer and Association signature and acknowledgement pages follow.]