

ENOCH CITY COUNCIL NOTICE AND AGENDA

June 17, 2026 at 6:00pm

City Council Chambers City Offices, 900 E. Midvalley Road

Join Zoom Meeting <https://us02web.zoom.us/j/84049242311>

Meeting ID: 840 4924 2311

- 1. CALL TO ORDER OF REGULAR COUNCIL MEETING**
 - a. Pledge of Allegiance-
 - b. Invocation (2 min.)-Audience invited to participate-
 - c. Inspirational thought-
 - d. Approval of Agenda for June 17, 2026-
 - e. Approval of Minutes for June 3, 2026
 - f. Ratification of Expenditures-
 - g. Conflict of Interest Declaration for this agenda-
- 2. PUBLIC COMMENTS**
- 3. CONSIDER RESOLUTION NO. 2026-06-17-A, A RESOLUTION TO ADOPT A CERTIFIED PROPERTY TAX RATE FOR FISCAL YEAR ENDING JUNE 30TH 2027**
- 4. CONSIDER ORDINANCE NO. 2026-06-17, AN ORDINANCE TO AMEND THE CODE OF REVISED ORDINANCES OF ENOCH CITY SECTION 11.300.344 UNLAWFUL PARKING**
- 5. CONSIDER RESOLUTION NO 2026-06-17-B, A RESOLUTION TO PICK UP EMPLOYEE CONTRIBUTION IN THE PUBLIC SAFETY TIER II RETIREMENT**
- 6. CONSIDER RESOLUTION NO. 2026-06-17-C, A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN ENOCH CITY AND PAROWAN CITY, UTAH**
- 7. DISCUSS INCREASING BUILDING DEPARTMENT FEES - Lynn Nielson, Inspector**
- 8. CONSIDER RESOLUTION NO. 2026-06-17-D, A RESOLUTION ADOPTING A DEVELOPMENT AGREEMENT BETWEEN ENOCH CITY AND THE DEVELOPER OF THE SWISS DEVELOPMENT**
- 9. COUNCIL/STAFF REPORT**
- 10. CLOSED SESSION TO DISCUSS ONE OR MORE OF THE FOLLOWING: THE CHARACTER, PROFESSIONAL COMPETENCE OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL COLLECTIVE BARGAINING; PENDING OR REASONABLY IMMINENT LITIGATION, THE PURCHASE, EXCHANGE, OR LEASE OF REAL PROPERTY, INCLUDING ANY FORM OF WATER RIGHTS OR WATER SHARES; DEPLOYMENT OF SECURITY PERSONNEL, DEVICES OR SYSTEMS; INVESTIGATIVE PROCEEDINGS REGARDING ALLEGATIONS OF CRIMINAL MISCONDUCT.**

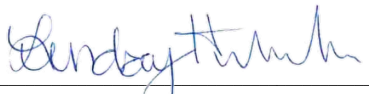
11. ACTION FROM CLOSED MEETING

12. ADJOURN

In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for these meetings should call the City Offices at 435-586-1119, giving at least 24 hours advance notice. Meetings of the Enoch City Council may be conducted by electronic means pursuant to Utah Code Annotated, Section 52-4-207. In such circumstances, contact will be established and maintained by telephone or other electronic means and the meeting will be conducted pursuant to the Enoch City Code of Revised Ordinances, Chapter 3-500, regarding meeting procedures including electronic meetings.

CERTIFICATE OF DELIVERY

I certify that a copy of the foregoing "Notice and Agenda" was delivered to each member of the City Council, posted on the Enoch City website, on the City Office entrance, and published on the Utah Public Meeting Notice website on 06/16/2026.

■ 

Lindsay Hildebrand, Recorder

06/16/2026

Date

MINUTES
ENOCH CITY COUNCIL
June 3, 2026 at 6:00pm
City Council Chambers
City Offices, 900 E. Midvalley Road

MEMBERS PRESENT:

Mayor Jim Rushton-Excused
Council Member David Harris
Council Member Shawn Stoor
Council Member Debra Ley
Council Member Kimberlee Trower-Excused
Council Member Jacob Miner

STAFF PRESENT:

Ryan Robinson, City Manager
Ashley Horton, Treasurer
Lindsay Hildebrand, Recorder
Jackson Ames, Police Chief
Hayden White, P. Works Director

Public Present: Kim Whitehead, Delaine Finlay, Michael Platt, Jonathan Wilson, Marlene Haslam, Brenda Stout, Tristen LeBlue, Miles Wiser, Megan Bailey, Wendy Morris, Cindy Baldwin, Tom & Donna Phoenix, Shelly Hadley, Gaylen Matheson, and Linda Hahne

1. CALL TO ORDER OF REGULAR COUNCIL MEETING by Mayor pro-tem Stoor

- a. **Pledge of Allegiance-** Led by Council Member Ley
- b. **Invocation (2 min.)-Audience invited to participate-** Given by Mrs. White
- c. **Inspirational thought-** Given by Council Member Ley
- d. **Approval of Agenda for June 3, 2026- Council Member Harris made a motion to approve the agenda. Council Member Miner seconded and all voted in favor.**
- e. **Approval of Minutes for May 20, 2026 - Council Member Harris made a motion to approve the minutes. Council Member Miner seconded and all voted in favor.**
- f. **Conflict of Interest Declaration for this agenda-** None stated

2. PUBLIC COMMENTS

Mike Platt from Platt & Platt Engineering presented concerns regarding the Boots-Frie development agreement, which was adjacent to the Pinion Springs development. Platt explained that while his team had resolved transportation issues and believed they were meeting ordinance requirements for open space, there remained questions about the parks situation and maintenance responsibilities. The discussion centered on what type of park amenities would be acceptable and who would be responsible for maintaining them, particularly regarding drainage ponds that could serve dual purposes as both functional stormwater infrastructure and recreational spaces.

Council Member Harris emphasized the council's desire to see meaningful recreational amenities developed within the open space rather than leaving large areas as undeveloped raw land. After considerable discussion, the parties reached a general understanding that the development agreement should specify the types of amenities to be included, such as playground equipment and potentially a ball field, which would provide recreation opportunities for the approximately one thousand homes anticipated in the development. Platt confirmed that meeting with other developers working on related projects

would help ensure coordinated infrastructure and street access to main arteries.

3. FRIENDS OF THE ENOCH DAUGHTERS OF THE UTAH PIONEERS (DUP) & HISTORICAL SOCIETY -Request regarding the Enoch Historical Markers

The council welcomed representatives from the Friends of the Daughters of the Utah Pioneers and the newly formed Enoch Historical Society, who requested city support for restoring historical markers throughout the community.

Brenda Stout, captain of the Enoch Chapter Camp, explained that the organization had raised one thousand dollars and hoped the city would match this amount to improve the condition of markers that were in poor shape due to sun damage and deterioration. The group aimed to complete the restoration work before July 24th, when they planned to promote their organizations at the city fair by distributing maps of marker locations and recruiting new members.

The discussion revealed that the markers, which included vinyl-printed plaques mounted on metal bases, had deteriorated significantly in less than ten years. The group proposed exploring ultraviolet protective coatings and improved materials to extend the markers' longevity, though they acknowledged that bronze markers, which would provide superior durability, were cost-prohibitive at this time. Gaylen Matheson noted that replacing the surface plaques with new ones at approximately one hundred dollars each would allow the organization to refresh about ten of the worst markers with their existing funds.

Council Member Harris raised the practical concern about when the city would need the funding, noting that the current fiscal year budget ended on June 30th while the new budget would begin July 1st. City Manager Robinson indicated that the Public Works Department had signage funds available within the current year's budget. It was clarified that the city could pay invoices from the current budget and the legal requirement to pay actual invoices rather than provide a lump sum.

Council Member Harris made a motion to approve the \$1,000 matching funds for the work to restore historical markers in Enoch city. Council Member Ley seconded and all voted in favor.

4. PROPOSED MEMORIAL GARDEN AT THE ENOCH CITY CEMETERY

Cindy Baldwin, along with several community members including Wendy Morris, Megan Bailey, Heather Haight, and Shelly Hadley, presented a detailed vision for a proposed memorial healing garden at the Enoch City Cemetery. The project was inspired by the tragic loss of Tasha Haight and her five children in January 2023, although the garden was designed as a broader healing space for anyone in the community who had experienced loss, grief, or trauma.

Baldwin explained the genesis of the project, noting that following the tragedy, significant community donations had been directed toward therapy for affected families. When those funds were exhausted, community members completed a survey indicating that a permanent physical memorial would be meaningful for healing purposes, particularly since the family was buried near Tasha's parents in Levan rather than in Enoch. The group had since founded a nonprofit called Community Trauma Recovery to coordinate the project and fundraise for its implementation.

The proposed design featured a sixteen-foot by sixteen-foot metal gazebo with a pitched roof and four-by-four square beams, constructed from powder-coated galvanized steel for low maintenance and longevity.¹ Six benches would be arranged within the space, each memorializing Tasha Haight and one of her five children, Macy, Briley, Emmon,

Sienna, and Gavin. The garden would include a walking path connecting the gazebo to a sculpture, and the design incorporated intentional plantings such as milkweed to attract monarch butterflies, creating a calm and healing environment. The specific location measured approximately sixteen feet wide by one hundred two feet long, positioned between the old and new sections of the cemetery in an area with five mature pine trees.

The group requested only that the city provide the space in-kind within the cemetery, with the understanding that the nonprofit would fundraise for all construction costs and coordinate with the Public Works Department regarding irrigation systems and long-term maintenance as the cemetery expansion was developed. Council Member Miner inquired about maintenance responsibilities, and Baldwin clarified that while the group intended to maintain the space for many years, including conducting butterfly releases and community gatherings, the city would eventually assume maintenance of the landscape features, particularly regarding seasonal plantings.

City Manager Robinson noted that the presentation was not requesting final approval that evening but rather preliminary agreement to move forward with the project, with the understanding that more finalized designs would be presented for review before construction commenced. This approach would allow the nonprofit to pursue fundraising with confidence while ensuring that maintenance considerations were adequately addressed. Council Member Harris expressed support for the proposal, noting that it represented the best community memorial concept he had encountered since the tragic event.

Council Member Harris made a motion to approve the proposed memorial healing garden at the Enoch City Cemetery. Council Member Ley seconded and all voted in favor.

5. PUBLIC HEARING FOR ADJUSTMENTS TO THE 2025-2026 BUDGET

Council Member Harris made a motion to close the regularly scheduled City Council meeting and open a public hearing for the adjustments to the 2025-2026 Budget. Council Member Ley seconded and all voted in favor.

There were no public comments.

Council Member Harris made a motion to close the public hearing and reconvene the regularly scheduled City Council meeting. Council Member Ley seconded and all voted in favor.

6. CONSIDER RESOLUTION NO. 2026-06-03-A, A RESOLUTION APPROVING THE REVISED 2025-2026 BUDGET AND CLOSING THE BUDGET

Finance Director Ashley Horton presented several line-item adjustments that had not previously been discussed, including an additional sixteen hundred dollars needed for the Police Department's telephone budget due to higher-than-anticipated costs associated with the new building and the retention of previous phone systems. Additionally, eight thousand dollars was requested from the animal shelter donation fund for the installation of new enclosures at the facility. Minor adjustments were also needed to reallocate funds between salaries, wages, and benefits within the animal control budget to account for actual spending patterns.

Horton requested authorization to make minor year-end adjustments within the budget to eliminate any negative line items, as was customary practice, without requiring council approval for each small adjustment. Council Member Ley inquired whether the substantial telephone cost increase had been anticipated in the next fiscal year's budget

projections. Horton indicated she would verify this, acknowledging that while the increase was significant, the amount of fifteen hundred dollars was reasonable relative to the overall budget.

Council Member Harris made a motion to approve Resolution No. 2026-06-03-A, a resolution approving the revised 2025-2026 budget and closing the budget. The Council also gave the authority to Ashley to make last minutes year end adjustments. Council Member Miner seconded and a roll call vote was held as follows:
Council Member Harris: Yes Council Member Ley: Yes
Council Member Trower: Absent Council Member Miner: Yes
Mayor Pro-Tem Stoor: Yes

7. CONSIDER ORDINANCE NO. 2026-06-03-A, AN ORDINANCE TO AMEND THE CODE OF REVISED ORDINANCES OF ENOCH CITY SECTION 11.300.344 UNLAWFUL PARKING – See Planning Commission Rec.

City Manager Robinson explained that previous discussions had focused on amending parking requirements in certain commercial zones due to planning commission concerns about safety and increased on-street parking. However, the city subsequently identified a more appropriate section of code, the unlawful parking section, where the proposed restrictions better belonged.

The proposed amendments included several safety-focused provisions. First, the ordinance would permit on-street parking only when snow was not present, addressing the need to keep streets clear for snow removal operations. Second, for fire lanes, the proposal required that one side of any twenty-eight-foot-wide lane be marked with red curbs to allow emergency vehicles access, with additional red curbing and signage required within twenty feet of building entrances and exits to maintain clear sightlines.

There was significant discussion regarding the specific language describing when overnight parking would be prohibited. Council Member Miner raised concerns that the original proposal establishing specific hours (10 p.m. to 5 a.m.) for overnight parking restrictions would be difficult to enforce fairly and would create situations where residents might face citations even when their vehicles were not actually impeding city functions. He noted that approximately fifty percent of homes on his street had vehicles parked on the curb during these hours, and he questioned whether the city actually intended to enforce such broad restrictions across the entire city or only in specific circumstances.

City Attorney Wayment provided important legal guidance, explaining that any ordinance must provide fair notice to citizens regarding what constitutes a violation. He cautioned that vague language such as "when parking impedes city functions" might not provide sufficient clarity, as residents would not necessarily know when a trash truck or snow plow would be present. The attorney suggested that painted curbs and signage were more effective mechanisms for clearly delineating where parking was prohibited during specific seasons. He further advised that the class B misdemeanor penalty associated with one provision of the existing ordinance seemed disproportionate for what was essentially a parking violation and should be changed to an infraction.

Police Chief Ames added that the department did not favor establishing rules in the ordinance that would then be enforced differently in practice, as this would create confusion and fuel neighbor-against-neighbor disputes when some residents called to report apparent violations. He acknowledged that the intent behind the proposal made sense in certain contexts, such as when snow plowing was necessary, but emphasized the importance of clear, consistent language that matched actual enforcement practices.

After extended discussion, Council Member Harris suggested tabling the ordinance to allow City Attorney Wayment and City Manager Robinson time to refine the language. The primary concern centered on clarifying when the seasonal restrictions would apply, specifically, whether they applied only when snow was present or during a defined season, such as October through April.

Council Member Harris made a motion to table item number 7. Consider Ordinance No. 2026-06-03-A, an ordinance to amend the Code of Revised Ordinances of Enoch City Section 11.300.344 Unlawful Parking until June 17th. Council Member Miner seconded and all voted in favor.

8. CONSIDER ORDINANCE NO. 2026-06-03-B, AN ORDINANCE TO AMEND THE CODE OF REVISED ORDINANCES OF ENOCH CITY SECTION 12.1900.1902 PERMITTED AND CONDITIONAL USES – See Planning Commission Rec.

City Manager Robinson explained that the Planning Commission had undertaken a proactive review of permitted and conditional uses across the city's zoning districts, recognizing the importance of periodically evaluating zoning regulations before applicants sought to introduce new use types. This review was prompted partly by a recent application requesting to establish a trailer park and RV overnight camping facility in the commercial zone, which the council had deemed inappropriate for that district.

The ordinance made several adjustments to the permitted and conditional uses within different zones. Changes included removing mobile home parks from zones where they were no longer desired, as such uses could still be accommodated through rezoning if a developer wished to pursue that route. The council recognized the importance of preserving commercial zones for commercial uses consistent with the city's economic development goals. Additionally, the ordinance listed airport facilities as a conditional use in research and industrial zones, acknowledging that while an airport was unlikely to locate in Enoch, the provision would allow flexibility should such an opportunity arise.

City Attorney Wayment provided important clarification regarding conditional use permits, explaining that such permits are legally presumed to be permitted uses, with conditions imposed to mitigate potential problems. He cautioned that conditional use permits should not be used as a mechanism to allow whatever a developer desired; rather, conditions must be rationally related to addressing specific identified issues. The council acknowledged this guidance, noting that the Planning Commission had received training on the proper use of conditional use permits and the types of conditions that could appropriately be imposed.

Council Member Harris made a motion to approve Ordinance No. 2026-06-03-B, an ordinance to amend the Code of Revised Ordinances of Enoch City Section 12.1900.1902 Permitted and Conditional Uses. Council Member Miner seconded and a roll call voted was held as follows:

Council Member Harris: Yes

Council Member Ley: Yes

Council Member Trower: Absent

Council Member Miner: Yes

Mayor Pro-Tem Stoor: Yes

9. APPOINT TWO PEOPLE TO THE APPEAL AUTHORITY BOARD

City Manager Robinson reported that the city's ordinance required three members and five alternates on the Appeal Authority. When the city contacted all eight previous members to

solicit their continued service, only one person responded affirmatively. Robinson had successfully recruited Bob Tingey and Mike Trower, both of whom expressed willingness to serve. Additionally, Curtis Chamberlain, who was already serving on the board, had indicated his willingness to continue. Jolene Perkins also agreed to serve as an alternate.

Council Member Harris made a motion to appoint Bob Tingey and Mike Trower to the Appeal Authority Board. Council Member Miner seconded and all voted in favor.

10. DISCUSS CITY CLEAN UP

The council discussed the possibility of implementing a citywide cleanup program and reviewed cost estimates provided by Public Works Director Hayden White for various implementation approaches. White explained that Cedar City conducted annual cleanups using substantial equipment and personnel, but Enoch faced unique challenges due to the fact that only half the city featured curb-and-gutter infrastructure, while the other half relied on open ditches. This meant that a comprehensive citywide cleanup would require significant equipment, including multiple loaders, dump trucks, and traffic control resources, with substantial associated costs.

The estimated costs for a full citywide cleanup operation ranged considerably, depending on the scope and methodology. White noted that Cedar City accomplished its cleanup in three weeks using twelve employees, but Enoch's infrastructure differences made comparable operations more complex and potentially time-consuming. He calculated that operating an annual dumpster and dump facility generated approximately fifty thousand four hundred dollars in annual fee revenue, which currently funded dumpster placement, fuel, and one operator's salary throughout the city.

Council Member Harris observed that the costs presented seemed prohibitively high for a single month of cleanup activity. Various alternatives were discussed, including opening the city dump for extended hours during a designated spring cleanup week, potentially including Saturday hours to accommodate working residents. Mayor Pro Tem Stoor suggested coordinating a community service day in September 11th, which is recognized nationally as a day of service and remembrance. Council Member Harris expressed interest in organizing a community volunteer-based cleanup effort rather than a fully municipally operated program, noting that organizing volunteers through neighborhood participation could accomplish meaningful cleanup without substantial municipal expenditure.

Hayden White indicated that Public Works staff had expressed a desire for simply extending dump hours on a Saturday or adding one extra day per week rather than implementing a comprehensive citywide cleanup. He noted that since the weather had warmed, the dump's usage had increased threefold during normal operating hours. Council Member Miner mentioned that Cedar Mountain conducted community cleanups with fire department participation and organized large burn piles for organic debris, which might serve as a feasible model. After discussion, the council decided to table the citywide cleanup initiative in its current form but agreed to explore alternative approaches such as community volunteer efforts and extended dump hours during designated cleanup periods.

11. COUNCIL/STAFF REPORT

Public Works Director – Hayden White

- Well drilling reached 430 feet in depth; encountered cobble rock and gravel, slowing progress; three drill bits were used; gravel presence indicates good potential for water production
- Relief Society of Iron Mountain inquired about fundraising for a bathroom at the pickleball courts facility; estimated cost \$20,000; sewer stub already plumbed; water stubbed nearby; city willing to meet halfway or three-quarters of costs if Relief Society raises a significant portion
- Chip operations scheduled for the following week in the Three Peaks Subdivision and old Dairy Glen area; residents advised not to park on streets during operations

Police Chief Ames

- Increased summer activity with school dismissal; addressing youth operating ATVs and four-wheelers in parks
- Some youth are attempting to flee from officers during enforcement actions
- Advertised part-time administrative assistant position (30 hours per week); received 158 applications; position start date July 4th with new fiscal year; goal to eventually move to full-time

City Attorney- Justin Wayment

- Any public business conducted on personal cell phones is subject to Government Records Access Management Act (GRAMA) requests
- GRAMA requests may expose personal information mingled with public business
- Recommended using city email addresses; avoid personal text messages for official business; phone calls preferable
- While individuals cannot be forced to provide personal phones, refusal may result in legal challenges; the city is likely required to provide the requested information

City Manager – Ryan Robinson

- Appointed to Vision Iron County board; meets on the first Tuesday of each month at 9 a.m.; board conducts surveys and develops visioning documents; welcomes additional city representatives
- The state designated Good Friday as an official holiday; most cities treating as a floating holiday
- Building permit and inspection fees have not increased in over 10 years despite growth; reviewing fee structures; will formalize Lynn Nielsen as Building Official
- Fire Prevention Agreement with Department of Natural Resources requiring a \$1,600 annual payment
- UDOT Academy training June 22-23 in Hurricane; city planning to send mayor and interested staff/officials
- Implementing YouTube streaming of council meetings for transparency; testing revealed sound issues
- Flag Day summer street fest in Cedar June 13th; flyers available for distribution
- Water restrictions remain in effect; even-numbered addresses water Monday/Wednesday/Friday; odd-numbered addresses water Tuesday/Thursday/Saturday; no Sunday watering; time limitations apply with exceptions for new lawns

Council Member Ley

- Will attend planning commission meetings; hoping all boards and committees participate in Fourth of July activities
- Discussed veterans recognition through light pole displays; the area has many veterans, considering Reese Across America recognition and future Memorial Day initiatives

Council Member Miner

- Attended the Las Vegas economic development summit with the mayor and city manager; made valuable contacts; gained insights into economic development strategies from other small cities
- Attending Iron County Economic Advisory Board meeting following council session
- Summer Meals Program commenced at Boebert Park; distributed 160 milk kits today; operates Wednesdays 10:15 a.m. through summer; willing to provide donation collection trucks for September 11th day of service

Mayor Pro Tem Stoor

- Proposed September 11th day of service with community cleanup efforts; interested in coordinating community donation collection for the food bank; suggested the dump open that day

12. ADJOURN – Council Member Harris made a motion to adjourn. Council Member Ley seconded and all voted in favor.

Lindsay Hildebrand, Recorder

Date

ENOCN CITY COUNCIL AGENDA MEMO

SUBJECT: Adopting the Certified Tax Rate for 2026

FOR CONSIDERATION ON: June 17th, 2026

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Adopt the Certified Tax Rate for 2026

REVIEW TYPE: Legislative

BACKGROUND INFORMATION:

The City is required to adopt either the certified tax rate or an adjusted tax rate on an annual basis. The Utah State Tax Commission publishes the certified tax rate, which is calculated to generate approximately the same property tax revenue as the prior year, plus revenue attributable to new growth.

Under Utah law, the City is required to adopt its property tax rate by June 22 of each year if no property tax increase is proposed.

The Utah State Tax Commission has calculated Enoch City's Fiscal Year 2027 certified property tax rate at 0.001115. Adoption of the certified tax rate will generate approximately \$725,152 in property tax revenue for the General Fund, excluding revenue from new growth.

The certified tax rate is designed to produce substantially the same property tax revenue as the prior year, adjusted for changes in taxable property values, and does not constitute a tax increase requiring a Truth-in-Taxation hearing. The rate is based on a proposed taxable value of \$650,306,681, as calculated by the Utah State Tax Commission.

STAFF RECOMMENDATION:

Because the City has not proposed a property tax increase this year, staff recommends adopting the certified tax rate as proposed.

An official website of the state of Utah. Here is how you know ✓



Certified Property Tax Rates

View ▾ Data Entry ▾ Reports ▾ Forms ▾

Tax Year: 2026 ▾ County: 11 IRON ▾ Entity: 3030 ENOCH CITY ▾ Accounting Cycle: Fiscal Year

Tax Rate Summary (693) CTY

Preliminary Data

Data Entry (Auditor)
Auditor's Certified Rate Approved
Data Entry (Entity)
Proposed Rates Entity Approved
Proposed Rates County Approved
Proposed Rates USTC Approved "OK to Print"
Final Tax Rates USTC Approved
Rates Finalized

Proposed Tax Rate Value: \$ 650,360,681

Budgeted Revenue / Proposed Tax Rate Value = Proposed Tax Rate

(1) Budget Code	(2) Budget Name	(3) Election Date	(4) Voted Rate Limit	(5) Utah Annotated Code	(6) Maximum By Law	(7) Calculated Certified Tax Rate	(8) Auditor's Certified Tax Rate	(9) Auditor's Certified Rate Revenue	(10) Proposed Tax Rate	(11) Budgeted Revenue	(12) Final Tax Rate	(13) Final Budgeted Revenue
10	General Operations			§10-6-133	.007	0.001115	0.001115	725,152	0.001115	725,152	0.001115	725,152
Total Tax Rate						0.001115	0.001115	725,152	0.001115	725,152	0.001115	725,152

NOTES:

Follow us online



Utah State Tax Commission

Tax Commission Contact

Salt Lake City
210 North 1950 West
Salt Lake City, Utah 84134

Phone: 801-297-2200 or
Toll Free: 800-662-4335
TDD: 801-297-2020
Fax: 801-297-7699

Hours: Monday-Friday 8:00 am - 5:00 pm
Closed on all state holidays

Other Links

[Main Tax Commission Site](#)
[Property Tax](#)
[Income Tax](#)
[Motor Vehicle Division \(DMV\)](#)
[Motor Vehicle Enforcement Division](#)
[Utah Motor Vehicle Portal](#)
[Taxpayer Access Point \(TAP\)](#)

ENOCH CITY CORPORATION

RESOLUTION NO. 2026-06-17-A

A RESOLUTION ADOPTING A CERTIFIED PROPERTY TAX RATE FOR THE FISCAL YEAR ENDING JUNE 30th, 2027

WHEREAS, the Utah State Tax Commission has calculated the certified property tax rate for Enoch City for Fiscal Year 2027 at 0.001115, based on a proposed taxable value of \$650,306,681; and

WHEREAS, adoption of the certified tax rate will generate approximately \$725,152 in property tax revenue for the General Fund, excluding revenue from new growth; and

WHEREAS, the certified tax rate is calculated to produce substantially the same property tax revenue as the prior year and does not constitute a tax increase requiring a Truth-in-Taxation hearing; and

WHEREAS, under Utah law the City must adopt its property tax rate by June 22 of each year if no property tax increase is proposed; and

WHEREAS, City staff recommends adoption of the certified tax rate for FY 2027;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Enoch, Utah that the certified property tax rate as established by the Iron County tax assessor for fiscal year ending June 30th, 2027 is hereby adopted as mandated by State law. This resolution was made, voted upon and passed by a majority vote of the Enoch City Council during a regular council meeting held on the 17th Day of June, 2026. This resolution shall take effect immediately upon being signed by the Mayor and City Recorder.

Dated this 17th day of June 2026

ENOCH CITY CORPORATION

Jim Rushton, Mayor

ATTEST:

Lindsay Hildebrand, City Recorder

VOTING:

Shawn Stoor	Yea___	Nay___
David Harris	Yea___	Nay___
Debra Ley	Yea___	Nay___
Kimberlee Trower	Yea___	Nay___
Jacob Miner	Yea___	Nay___

SEAL:

ENOCH CITY COUNCIL MEMO

SUBJECT: Code Amendment 11.300.344 Unlawful Parking

FOR CONSIDERATION ON: June 17th, 2026

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Approval of Proposed Code Amendment

Review Type: Legislative

BACKGROUND INFORMATION:

During a proposed code amendment to require parking spaces for certain development types, several safety concerns were identified that the Planning Commission wanted to address as part of that review.

Initially, staff proposed including those safety concerns in the initial code amendment, but after further study found section 11.300.344 Unlawful Parking that better fit the safety standards that were originally proposed. These standards were initially reviewed during the April 28th Planning Commission meeting but are also included in this proposal.

The original proposed changes included limiting on-street parking during certain hours of the night, as well as seasonal limitations to facility snow removal proceedings. Safety concerns were also added requiring access through PUD developments for first responders, and not allowing parking within designated sight triangles.

The Planning Commission held a public hearing on proposed amendments to Enoch City Ordinance Section 11.300.344 regarding unlawful on-street parking. Following the public hearing and discussion, the Planning Commission unanimously recommended to the City Council that the proposed amendments be adopted. The recommended changes include implementing overnight and seasonal parking restrictions triggered when snow is present, requiring fire lane signage and red curbing on private roads less than 28 feet wide, and notifying residents of the changes through the City newsletter.

The City Council reviewed this item during the June 3rd, meeting. It was requested to remove the language requiring no parking between the hours of 10PM to 5AM as enforcement could provide difficult. That language has been removed as well as the following changes based on conversations with staff and the conversation during this past meeting:

- Changed unlawful parking of commercial vehicles from a Class B misdemeanor to an infraction.
- Removed the 10 PM to 5 AM restriction for on street parking
- Added language that if a car is in violation the vehicle will be cited and removed at the owners expense.
- Removed the set number (28') for width that may be classified as a fire lane. Replaced it with language giving the fire marshall the ability to identify private lanes that may need additional parking requirements due to fire access and safety.

- Removed the specific distance (20') requirement for sight triangle limitations. Replaced it with language as determined by the city engineer in accordance with applicable engineering standards.
-

GENERAL PLAN REFERENCE:

- Goal B-6. Parking Facilities To ensure an adequate, but not excessive, supply of off-street parking to meet the needs of local residents and visitors to the city in an attractive, safe and environmentally-friendly manner.
 - Policies: B-6.1 Maintain regulations that specify minimum parking requirements for various types of land uses. Periodically review and update these standards as land uses and travel methods change over time.
 - B-6.2 Require large parking areas to be buffered from neighboring residential areas, separated from adjacent roadways and visually “broken up”, through the use of landscaped 19 strips along the road frontages, landscaping in the yard setbacks next to residential areas and landscaped islands around and within the parking lots.
 - B-6.3 Discourage new on-street parking areas on arterial and major collector roadways.
 - B-6.4 Periodically review existing on-street parking areas on arterials and major collectors and eliminate those that pose a significant safety hazard by designating and signing them as “no parking” zones.
-

CITY CODE REFERENCE:

- Enoch Development Code 11.300.344
-

PUBLIC NOTICE:

A public hearing was held during the Planning Commission review of this agenda item.

STAFF RECOMMENDATION:

Because this is a legislative decision, the City Council should base its recommendation for approval or denial on the standards in the General Plan and the City's general policies. The Council should include “findings” or reasons in the motion.

Compare changes



Changes

Side By Side

...

4. In a manner ... creates a safety hazard.

5. In a manner ... the purposes of infrastructure.

A violation of this subsection (I) ~~is a Class C Misdemeanor. Any subsequent~~ shall result in an infraction.

J. ~~offense~~ Snow Removal Parking Restrictions.

1. It shall be unlawful for any person to park, leave standing, or allow any vehicle, trailer, recreational vehicle, or other object to remain on any public street, or public right-of-way when snow accumulation, snow removal operations, or snow plowing activities require unobstructed access to the roadway.

2. The parking restriction in this ~~same~~ subsection applies during any snow event and shall continue until the street has been plowed or cleared, or until snow removal operations have been completed for the affected street or area.

3. Any vehicle parked in violation of this subsection ~~(H)~~ may be cited and may be removed, towed, or impounded at the owner's expense.

4. This subsection does not apply to authorized emergency vehicles, City vehicles, utility vehicles, snow removal equipment, or other vehicles temporarily engaged in emergency response, public safety, public works, utility service, or snow removal activities.

K. Emergency Access and Visibility.

1. Fire Lanes. Any public or private street, internal private road, alleyway, driveway, access lane, or other vehicular access area may be designated as a fire lane when required by the Fire Marshal based upon roadway width, emergency access requirements, turning radius, hydrant access, building access, or applicable fire code standards. No person shall park, stop, stand, or leave a vehicle within a ~~12~~ designated ~~month~~ fire ~~period~~ lane.

2. ~~is~~ Marking and Maintenance of Fire Lanes. The developer, property owner, homeowners association, or other responsible private entity shall install and maintain "No Parking—Fire Lane" signage, red curb painting, pavement markings, or other markings as required by the Fire Marshal. Fire lanes shall be shown on approved site plans, subdivision plats, PUD plans, construction drawings, or other development approvals when required by the City.

3. Enforcement of Fire Lanes. Fire lane restrictions may be enforced by citation, towing, or removal of the vehicle at the owner's expense. Enforcement may occur on private property where the fire lane has been required, approved, designated, posted, or marked pursuant to City approval, the fire code, a

ENOCH CITY CORPORATION

ORDINANCE NO. 2026-06-17

AN ORDINANCE TO AMEND THE CODE OF REVISED ORDINANCES OF ENOCH CITY SECTION 11.300.344 UNLAWFUL PARKING

WHEREAS, the Planning Commission reviewed proposed revisions to required parking standards and identified safety and operational concerns better addressed through modification of Section 11.300.344; and

WHEREAS, existing on-street and private-road parking in certain locations has created hazards for motorists, pedestrians, and emergency responders, and limits effective snow removal operations; and

WHEREAS, Goal B-6 and related policies encourage discouraging on-street parking on arterials and major collectors and periodically reviewing on-street parking areas that pose significant safety hazards; and

WHEREAS, the Planning Commission held a public hearing on the proposed amendments and unanimously recommended the City Council adopt the changes; and

WHEREAS, implementing targeted overnight, seasonal, sight-triangle, and emergency-access parking restrictions will enhance public safety, maintain adequate traffic operations, and support timely emergency response and municipal services;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Enoch, Utah that this ordinance be approved and accepted with all commitments and obligations pertaining Thereto. See changes in “Exhibit A”

This Ordinance was made, voted upon and passed by the Enoch City Council at a regular city council meeting held on the 17th day of June, 2026 and shall become effective immediately.

DATED this 17th day of June 2026

ENOCH CITY CORPORATION

Jim Rushton, Mayor

ATTEST:

Lindsay Hildebrand, City Recorder

VOTING:

Shawn Stoor	Yea___	Nay___
David Harris	Yea___	Nay___
Debra Ley	Yea___	Nay___
Kimberlee Trower	Yea___	Nay___
Jacob Miner	Yea___	Nay___

SEAL:

ENOCH CITY COUNCIL AGENDA MEMO

SUBJECT: Tier II Public Safety Retirement Contributions

FOR CONSIDERATION ON: June 17th, 2026

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Provide direction regarding whether the City will continue to pay all or a portion of the Tier II Public Safety employee retirement contribution required by the Utah Retirement Systems (URS).

REVIEW TYPE: Legislative

BACKGROUND INFORMATION:

Utah law allows participating employers to pay all or a portion of the employee retirement contribution required for Tier II Public Safety employees enrolled in the Utah Retirement Systems (URS). In previous years, the City Council has elected to pay this contribution on behalf of eligible employees.

In 2024, the Utah Legislature and URS modified the requirements for employer-paid employee contributions, requiring participating employers to adopt a resolution specifying the percentage of the employee contribution that the employer will pay. This change allows governing bodies to establish a maximum contribution percentage the employer is willing to pay on behalf of employees.

For Fiscal Year 2027, the required Tier II Public Safety employee contribution rate is 5.98%, an increase of 1.25% from the prior year. If the City elects to pay the full 5.98% contribution, the estimated cost to the City will be approximately \$42,000 annually, representing an increase of approximately \$9,000 over the current fiscal year.

If the City elects to pay less than the full 5.98% contribution, employees will be responsible for paying the remaining portion through payroll deductions.

Any approved changes would become effective July 1, 2026.

GENERAL PLAN REFERENCE:

- N/A

CITY CODE REFERENCE:

- Enoch City Code Follows Utah State Code 10-6 For City Budgets

PUBLIC NOTICE:

- A public hearing is not required for this item.

STAFF RECOMMENDATION:

Provide staff with direction regarding the percentage of the 5.98% Tier II Public Safety employee retirement contribution that the City will pay on behalf of eligible employees for Fiscal Year 2027.

**ENOCH CITY CORPORATION
RESOLUTION NO. 2026-06-17-B**

**A RESOLUTION DECLARING THAT ENOCH CITY IS PICKING UP URS TIER 2
PUBLIC SAFETY CONTRIBUTIONS**

WHEREAS, Enoch City participates in the Utah Retirement Systems (URS) for the benefit of its employees; and

WHEREAS, the City Council recognizes the importance of providing a secure retirement benefit for its Public Safety employees; and

WHEREAS, the URS Tier 2 Public Safety Retirement System requires employee contributions to a defined benefit plan; and

WHEREAS, for Fiscal Year 2027, the required Tier II Public Safety employee contribution rate is 5.98%, an increase of 1.25% from the prior year; and

WHEREAS, the City Council specifies that Enoch City will pay the contributions on behalf of its Public Safety employees, and this pick-up is mandatory for all employees in the affected group.

WHEREAS, there shall be no cash or deferred election right with respect to these designated employee contributions. The contributions are not offered as a cash or deferred election and are instead picked up by Enoch City to be treated as employer contributions.

NOW, THEREFORE, BE IT ORDAINED, the Mayor and City Council of Enoch, Utah hereby elects to pick up the URS Tier 2 Public Safety contributions for its Public Safety employees. These contributions, although designated as employee contributions, shall be paid by Enoch City.

A motion for approval of this resolution was made, voted upon and passed by the Enoch City Council at a regular City Council meeting held on the 17th day of June 2026. This resolution shall become effective immediately upon signing by the Mayor and City Recorder.

Dated this 17th day of June, 2026

ENOCH CITY CORPORATION

Jim Rushton, Mayor

ATTEST:

Lindsay Hildebrand, City Recorder

VOTING:

Shawn Stoor	Yea	___	Nay	___
David Harris	Yea	___	Nay	___
Debra Ley	Yea	___	Nay	___
Kimberlee Trower	Yea	___	Nay	___
Jacob Miner	Yea	___	Nay	___

SEAL:

ENOCH CITY COUNCIL AGENDA MEMO

SUBJECT: Parowan City Building Official Agreement

FOR CONSIDERATION ON: June 17th, 2026

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Review the proposed agreement with Parowan City regarding taking over as their building official.

REVIEW TYPE: Legislative

BACKGROUND INFORMATION:

In September 2025, Parowan City and Enoch City entered into a Cooperative Agreement for Building Inspection Services, allowing each city to provide certified building inspection services to the other on an as-needed basis at no cost. The arrangement was effective because both cities maintained building inspection staff and could assist one another during periods of increased workload. Enoch City also provided certified commercial inspection services and Certified Building Official (CBO) services that Parowan City was unable to perform internally.

Following the departure of Parowan City's building inspector, the existing agreement no longer meets the operational needs of either city. The proposed agreement would transition building inspection services to a model in which Enoch City provides substantially all building inspection services for Parowan City.

Under the agreement, Enoch City would receive 35% of Parowan City's standard building permit fee revenue and 100% of plan review fees for reviews performed by Enoch City. Parowan City would retain planning and zoning fees, subdivision review fees, and fees associated with third-party commercial plan reviews. Parowan City would also provide a vehicle for the additional inspection employee and be responsible for fuel and maintenance costs.

The agreement has an initial term of one year and may be terminated by either party with 60 days' written notice. Upon execution, the agreement will supersede and replace the existing Cooperative Agreement for Building Inspection Services.

For comparison, Enoch City has roughly 1,400 inspections this calendar year, compared to 160 for Parowan.

PUBLIC NOTICE:

No Public Hearing is Required at this time.

STAFF RECOMMENDATION:

Staff has reviewed the proposed agreement with Parowan City, including the city attorney. The need to grow our existing building department by adding another inspector

offsets some costs and provides an additional vehicle at no cost to Enoch for that inspector.

INTERLOCAL AGREEMENT FOR BUILDING DEPARTMENT SERVICES

This Interlocal Agreement for Building Department Services ("Agreement") is entered into by and between Parowan City Corporation, a Utah municipal corporation ("Parowan"), and Enoch City Corporation, a Utah municipal corporation ("Enoch"), pursuant to the Utah Interlocal Cooperation Act, Utah Code Title 11, Chapter 13 on the Effective Date. Parowan and Enoch may hereafter be referred to as "Parties" or "Party" as applicable.

RECITALS

WHEREAS, Parowan and Enoch desire to cooperate in the provision of building department services for the benefit of their residents, businesses, and development community; and

WHEREAS, Enoch maintains qualified and certified building inspection personnel capable of providing building department services, including Certified Building Official services, plan review, and inspections; and

WHEREAS, Parowan desires to contract with Enoch for the provision of such services in lieu of maintaining a full-time building inspection employee; and

WHEREAS, both Parties find that this arrangement promotes efficiency, economy of scale, and effective utilization of public resources;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1. TERM AND RENEWAL

This Agreement shall become effective upon execution by both Enoch and Parowan and shall remain in effect for an initial term of one (1) year from the Effective Date. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless either party provides written notice of its intent not to renew or terminate the Agreement at least thirty (30) days prior to the expiration of the then-current term.

No separate interlocal entity is created by this Agreement. The joint or cooperative undertaking shall be administered jointly by the City Manager or designee of Parowan and the City Manager or designee of Enoch. Each administrator shall have authority to coordinate scheduling, records, billing, permit documentation, vehicle use, insurance certificates, and day-to-day performance under this Agreement, but no administrator shall have authority to amend this Agreement, waive claims, bind either City or expand the scope of services without written approval of both governing bodies.

Nothing herein shall limit the right of either party to terminate this Agreement at any time pursuant to Section 11, *infra*.

SECTION 2. SERVICES PROVIDED

Enoch's services are limited to providing those services within the scope of this Agreement, which services for Parowan are as follows:

- A. Residential building inspections.
- B. Commercial building inspections.
- C. Certified Building Official (CBO) services as required by Utah law.
- D. Building permit plan reviews customarily performed by a building department.
- E. Inspection reports and permit documentation, largely provided by City Inspect.
- F. Technical assistance and code interpretation related to building code enforcement.
- G. Other related building department functions as mutually agreed by the Parties.

SECTION 3. SERVICES NOT PROVIDED

Parowan shall remain the local regulator, land use authority, records custodian, and authority responsible for permit intake, fee calculation, fee collection, issuance of permits, issuance of certificates of occupancy or letters of completion after inspections are passed off, enforcement proceedings, appeals, notices, and all land use, zoning, subdivision, utility, business licensing, and non-building-code determinations. More specifically, Parowan shall be responsible for the following:

- A. Land use administration.
- B. Planning and zoning review.
- C. Subdivision review and approval.
- D. Business licensing.
- E. Code enforcement unrelated to building code inspections.
- F. Administrative permit processing functions retained by Parowan.

SECTION 4. PERMIT PROCESSING

Parowan shall continue to receive permit applications and maintain permit records.

Parowan may employ staff or contract services necessary to perform permit intake, recordkeeping, customer service, scheduling coordination, and related administrative functions.

Inspection requests shall be coordinated between the parties in a manner that promotes efficient scheduling and customer service. Best efforts will be made to schedule inspections within State-mandated deadlines. Both entities are not barred from entering into 3rd-party

reciprocal agreements with other qualified entities to assist with satisfying the State's statutory timeline requirements for inspections.

Parowan shall be responsible for maintaining and administering any third-party inspection firm list required by Utah law and for any statutory obligations imposed upon the local regulator, including costs payable to third-party inspection firms, unless the cost is caused solely by Enoch's failure to timely perform a properly requested inspection after Enoch has received complete and accurate information from Parowan. Enoch shall not be liable for delays caused by incomplete permit files, inaccurate contact information, unavailable project sites, applicant scheduling issues, weather, emergency municipal duties, Parowan administrative delay, or matters outside Enoch's reasonable control.

SECTION 5. COMPENSATION

As compensation for services provided under this Agreement:

A. Enoch shall receive thirty-five percent (35%) of all building permit fees collected by Parowan for permits requiring building inspections. This variable amount should naturally correspond with the volume of inspections on a periodic basis.

B. Enoch shall receive one hundred percent (100%) of building permit plan review fees associated with reviews performed by Enoch personnel.

C. Parowan shall retain all planning and zoning fees, subdivision review fees, administrative fees, and other fees associated with services not performed by Enoch.

D. If Parowan engages a third-party consultant to perform plan review services, the associated plan review fees shall remain with Parowan and shall not be subject to reimbursement to Enoch.

E. Payments due to Enoch shall be reconciled and paid on a semiannual or annual basis as requested by Enoch. At the time of payment, Parowan shall provide Enoch with a written accounting of all building permit fees, plan review fees, inspection fees, reinspection fees, and related building department fees collected for permits requiring Enoch services. Parowan shall remit all amounts owed to Enoch within thirty (30) days after payment is due. Enoch shall have the right, upon reasonable notice, to inspect Parowan's permit fee records, City Inspect records, and related accounting records necessary to verify compensation owed.

SECTION 5A. COMPENSATION REVIEW

The parties acknowledge that the compensation structure established by this Agreement is based upon current assumptions regarding permit volumes, inspection workloads, staffing levels, vehicle costs, and administrative responsibilities.

At any time, either party may request a review of the compensation structure by providing written notice to the other party. Upon such request, the parties shall meet in good faith to review operational data, permit activity, revenues, costs, workload distribution, and other relevant factors affecting the financial terms of this Agreement.

The parties may mutually agree to amend the compensation provisions of this Agreement if warranted by the review. Nothing herein shall obligate either party to accept any proposed modification, and the compensation provisions shall remain in effect unless amended by written agreement executed by both parties.

SECTION 6. VEHICLE

Parowan shall provide one vehicle for use by Enoch personnel while performing services under this Agreement. Enoch personnel will also be able to use the vehicle for reasonable building inspection purposes within Enoch City.

Vehicle shall be parked each night at a Parowan City – owned property or at an Enoch City – owned property and not at an employee's personal residence.

Parowan shall remain the owner of the vehicle and shall be responsible for routine maintenance, fuel, licensing, and registration. Parowan shall maintain automobile liability, physical damage, comprehensive, collision, uninsured/underinsured motorist coverage where applicable, and any other customary municipal vehicle coverage for the vehicle supplied under this Agreement. Parowan shall ensure that Enoch and Enoch employees are covered as permissive users while operating the vehicle for services under this Agreement. Parowan shall confirm that the insurer or risk pool does not exclude coverage because the vehicle is operated by Enoch employees or used in both jurisdictions.

Enoch shall ensure that only authorized employees operate the vehicle and shall promptly report any accident, damage, or maintenance concerns.

SECTION 7. CERTIFIED BUILDING OFFICIAL

For the duration of this Agreement, Enoch's designated Certified Building Official shall serve as the Certified Building Official for Parowan as required by Utah law and shall perform duties customarily associated with that position. Enoch shall use personnel who hold licenses, certifications, or qualifications required by Utah law for the services assigned.

SECTION 8. RECORDS

All permits, inspection reports, correspondence, and records generated on behalf of Parowan shall remain the property of Parowan and shall be maintained in accordance with applicable law.

Both parties shall cooperate in responding to records requests under the Utah Government Records Access and Management Act (GRAMA). Each Party shall promptly notify the other party of any GRAMA request and the parties shall cooperate in the investigation, defense, and resolution of such matters and Parowan shall be responsible to respond to all GRAMA requests. To the extent feasible or legally required, Enoch shall cooperate with Parowan in providing documentation at Parowan's cost.

Parowan shall make all records available to Enoch in regards to permit fees collected.

SECTION 9. LIABILITY AND INSURANCE

Each party shall be responsible for the acts, omissions, negligence, willful misconduct, and statutory duties of its own officers, employees, agents, contractors, and volunteers, subject to the Utah Governmental Immunity Act, Utah Code Title 63G, Chapter 7, and all defenses, immunities, limitations of liability, notice requirements, and damage caps available under Utah law.

To the fullest extent permitted by law, Parowan shall defend, indemnify, and hold harmless Enoch, its elected officials, officers, employees, building officials, inspectors, agents, and insurers from and against claims, demands, notices of claim, lawsuits, damages, losses, attorney fees, costs, and expenses arising out of or related to: (a) Parowan's permit intake, fee collection, permit issuance, certificate of occupancy issuance, land use review, zoning review, subdivision review, business licensing, code enforcement not performed by Enoch, recordkeeping, public notices, appeal processing, or retained administrative functions; (b) inaccurate, incomplete, or untimely information provided by Parowan; (c) Parowan's failure to collect or remit fees owed to Enoch; (d) use, ownership, maintenance, condition, insurance, licensing, or registration of the vehicle supplied by Parowan, except to the extent caused by the negligence or willful misconduct of an Enoch employee while operating the vehicle; (e) third-party inspections,

third-party plan reviews, or consultants engaged or approved by Parowan; (f) claims alleging that Parowan failed to comply with statutory deadlines or permitting obligations, unless caused solely by Enoch's breach of this Agreement, (g) claims of violation of setbacks or other zoning code violations, and any other contained in Section 3, *supra*.

Enoch shall be responsible for claims arising from the negligent acts or omissions of Enoch employees while performing building inspection, plan review, or Certified Building Official services under this Agreement.

Nothing in this Agreement shall be construed as a waiver of governmental immunity, a waiver of any statutory limitation of liability, a waiver of any notice of claim requirement, a waiver of any defense available under Utah law, or an agreement to indemnify any person for punitive damages or conduct outside the scope of lawful governmental authority.

Enoch shall maintain workers' compensation coverage for Enoch employees, general liability coverage, public officials/errors and omissions coverage, and coverage for building inspection, plan review, and Certified Building Official services, either through Enoch's municipal insurer, risk pool, or other lawful self-insurance program.

Each Party shall promptly notify the other Party of any notice of claim, lawsuit, demand, subpoena, complaint, disciplinary inquiry, licensing inquiry, or insurance claim related to services performed under this Agreement. The parties shall cooperate in the investigation, defense, and resolution of such matters at their own cost. Neither Party shall make admissions of liability on behalf of the other Party or settle any claim in a manner that imposes liability, duties, or financial obligations on the other Party without that Party's written consent.

SECTION 10. INDEPENDENT ENTITIES

Nothing in this Agreement shall be construed as creating a partnership, joint venture, employer-employee relationship, or agency relationship between the parties.

Employees of Enoch shall remain employees of Enoch and shall not be considered employees of Parowan for any purpose.

SECTION 11. TERMINATION

Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other party, or immediately if continued performance would violate state law, licensing requirements, insurance requirements, directives of the party's insurer or risk pool, or loss of licensure by the Enoch Building Inspector.

Upon termination, any compensation owed for services rendered prior to the termination date shall be paid within thirty (30) days. Additionally, the vehicle described in this agreement shall be returned to Parowan within thirty (30) days without material defect excepting normal wear and tear.

SECTION 12. SUPERSESION OF PRIOR AGREEMENT

Upon execution of this Agreement, the Cooperative Agreement for Building Inspection Services dated September 26, 2025, between Parowan City and Enoch City is hereby terminated and superseded in its entirety.

SECTION 13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and may only be amended by written agreement approved by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

Effective Date: _____

PAROWAN CITY CORPORATION

Reviewed and Approved as to Form:

Mollie Halterman, Mayor

Parowan City Attorney

ATTEST:

Callie Basset, City Recorder

ENOCH CITY CORPORATION

Reviewed and Approved as to Form

Jim Rushton, Mayor

Enoch City Attorney

ATTEST:

Lindsay Hildebrand, City Recorder

**ENOCH CITY CORPORATION
RESOLUTION NO. 2026-06-17-C**

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN ENOCH
CITY AND PAROWAN CITY, UTAH**

WHEREAS, Enoch City and Parowan City entered into a Cooperative Agreement for Building Inspection Services in September 2025 to provide certified building inspection services to one another on an as-needed basis; and

WHEREAS, the prior cooperative, reciprocal model functioned effectively while both cities maintained inspection staff able to assist each other during periods of increased workload; and

WHEREAS, Parowan City's building inspector has since departed, and the existing cooperative agreement no longer meets the operational needs of either city; and

WHEREAS, transitioning to an interlocal agreement in which Enoch City provides substantially all building inspection and CBO services for Parowan City will ensure continuity of code enforcement, public safety, and timely permitting and inspections for both communities

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Enoch, Utah that the Interlocal Agreement between Enoch City and Parowan City is adopted. This Resolution was made, voted upon and passed by the Enoch City Council at a regular City Council meeting held on the 17th day of June 2026.

Dated this 17th day of June, 2026

ENOCH CITY CORPORATION

Jim Rushton, Mayor

ATTEST:

Lindsay Hildebrand, City Recorder

VOTING:

Shawn Stoor	Yea	___	Nay	___
David Harris	Yea	___	Nay	___
Debra Ley	Yea	___	Nay	___
Kimberlee Trower	Yea	___	Nay	___
Jacob Miner	Yea	___	Nay	___

SEAL:

ENOCH CITY COUNCIL AGENDA MEMO

SUBJECT: Boots Development Agreement

FOR CONSIDERATION ON: June 17th, 2026

PETITIONER: Boots Development LLC

ACTION REQUESTED BY PETITIONER: Approval of Development Agreement

Review Type: Legislative

BACKGROUND INFORMATION:

Boots Development, LLC is requesting approval of a Development Agreement for the Swiss Master Development Plan. This project is a Planned Unit Development (PUD) that includes approximately 279.54 acres in northern Enoch. The plan establishes a maximum density of 1,106 dwelling units, two commercial nodes, and approximately 55.91 acres of open space.

As part of the Master Plan, the Developer is required to construct public access roads connecting Midvalley Road to Bulldog Road. The development must maintain a minimum of three (3) separate points of ingress and egress; however, the City Engineer reserves the right to require a fourth access point based on the results of a Traffic Impact Analysis (TIA). All internal infrastructure shall be Developer-funded, except for City-requested upsizing for regional benefit. Furthermore, a secondary pressurized irrigation (P.I.) water system is required for all phases of the development.

This item was reviewed and discussed during the previous City Council meeting. One of the main items discussed was the requirement for parks. The City Attorney has been working on language with the applicant that would put in a 25-acre park, the city would then take over once completed. The discussion was centered around the need to provide recreational opportunities for residents in this development. City staff could better maintain a larger park than it could several smaller “pocket parks” if the parks were not owned and maintained by the HOA.

GENERAL PLAN REFERENCE:

- C- Low-Density Residential – This designation is for residential neighborhood development with an average density of up to two (2) dwelling units per gross (pre-developed) acre.
- D- Medium-Density Residential – This designation is for residential neighborhood development with an average density between three (3) to four (4) dwelling units per gross acre—primarily consisting of single-family detached homes, with some options for attached housing (e.g. twin homes and townhouses).
- E- High-Density Residential – This designation allows residential development with an average density of six (6) to sixteen (16) dwelling units per gross acre—primarily consisting of attached housing, and some options for apartment buildings, manufactured home parks, and PUDs.

CITY CODE REFERENCE:

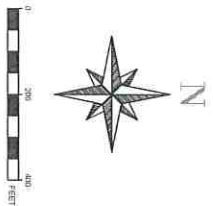
- 12.1200 Planned Unit Development
- 12.1500 R-1-11

PUBLIC NOTICE:

A public hearing is not required for this agenda item.

STAFF RECOMMENDATION:

Because this is a legislative decision, the City Council should base its decision for approval or denial on the standards in the General Plan and the City's general policies. The Council should include “findings” or reasons for their approval or denial.

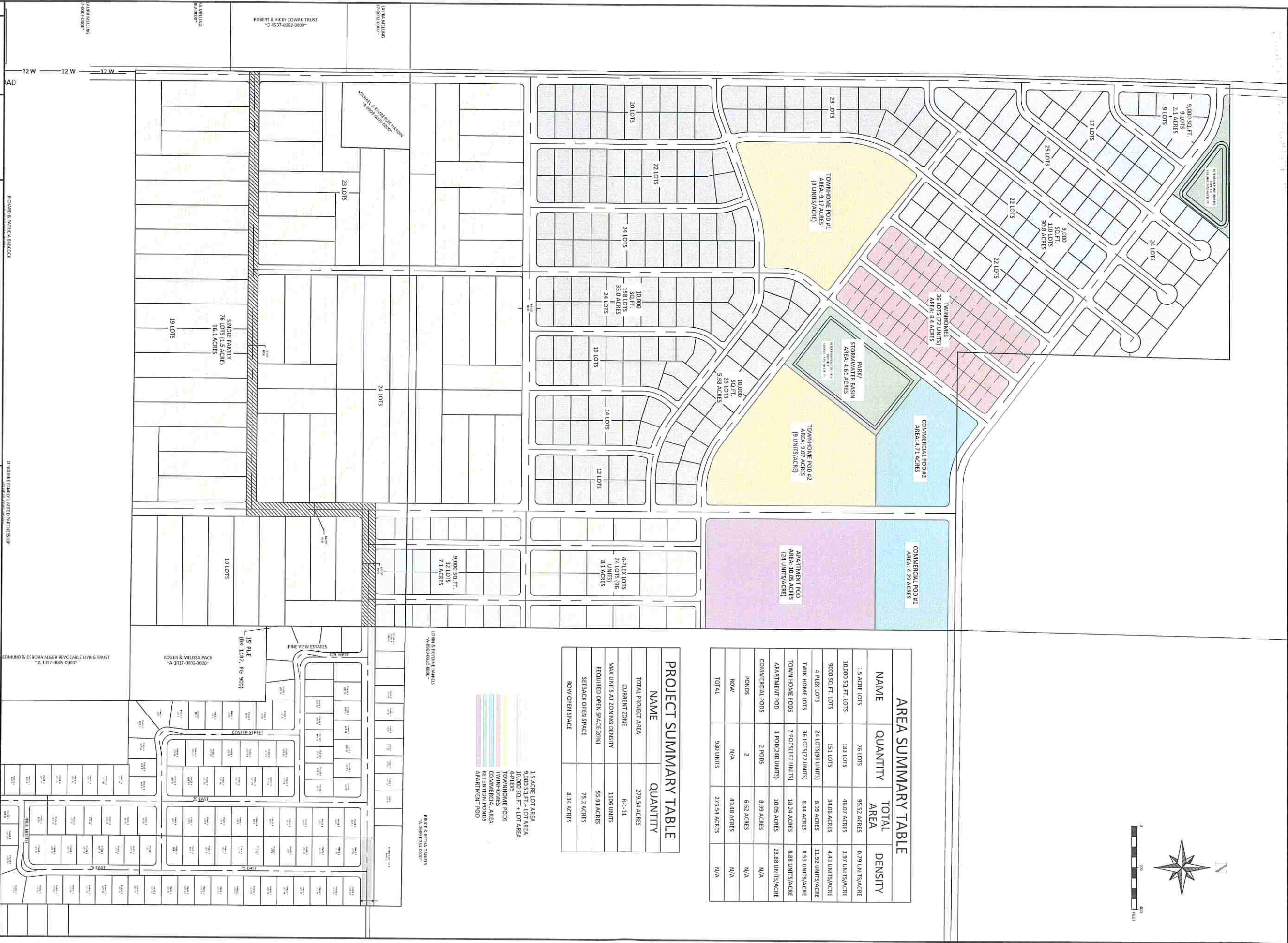


AREA SUMMARY TABLE

NAME	QUANTITY	TOTAL AREA	DENSITY
1.5 ACRE LOTS	76 LOTS	95.52 ACRES	0.79 UNITS/ACRE
10,000 SQ. FT. LOTS	183 LOTS	46.07 ACRES	3.97 UNITS/ACRE
9000 SQ. FT. LOTS	151 LOTS	34.08 ACRES	4.43 UNITS/ACRE
4 PLEX LOTS	24 LOTS(96 UNITS)	8.05 ACRES	11.92 UNITS/ACRE
TWIN HOME LOTS	36 LOTS(72 UNITS)	8.44 ACRES	8.53 UNITS/ACRE
TOWN HOME PODS	2 PODS(168 UNITS)	18.24 ACRES	8.88 UNITS/ACRE
APARTMENT POD	1 POD(240 UNITS)	10.05 ACRES	23.88 UNITS/ACRE
COMMERCIAL PODS	2 PODS	8.99 ACRES	N/A
PODS	2	6.62 ACRES	N/A
ROW	N/A	43.48 ACRES	N/A
TOTAL	980 UNITS	279.54 ACRES	N/A

PROJECT SUMMARY TABLE

NAME	QUANTITY
TOTAL PROJECT AREA	279.54 ACRES
CURRENT ZONE	R-1-11
MAX UNITS AT ZONING DENSITY	1106 UNITS
REQUIRED OPEN SPACE(20%)	55.91 ACRES
SETBACK OPEN SPACE	75.2 ACRES
ROW OPEN SPACE	8.34 ACRES



MASTER PLAN DENSITY MAP FOR
SWISS DEVELOPMENT
WITHIN SECTION 10 & 11, T. -35 S., R. 11 W., S1&M
ENOCH CITY, IRON COUNTY, UTAH

DRAWN BY:
M.M. LARSEN
CHECKED BY:
M.R. PLATT
DATE: Jan 07, 2026
SCALE: 1" = 200'

REVISION	DESCRIPTION
DATE:	
DATE:	
DATE:	



LAND SURVEYORS
195 N. 100 E.
CEDAR CITY, UT 84720
TEL: (435) 586-6151
FAX: (435) 586-8567
EMAIL:
PLATT@INFOWEST.COM



AFTER RECORDING PLEASE RETURN TO:

BOOTS DEVELOPMENT LLC
104 E 600 S, #887
Heber, UT 84032

Approved by the Enoch City
Council on _____, 2026

**DEVELOPMENT AGREEMENT FOR
SWISS MASTER DEVELOPMENT PLAN**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2026 by and among BOOTS DEVELOPMENT LLC, a Utah limited liability company with a mailing address of 385 Michael Circle, Santa Clara, UT 84765 (the "Developer"), and any assigns, and ENOCH CITY, a political subdivision of the State of Utah and established under applicable law of the State of Utah (the "City").

RECITALS

A. **WHEREAS**, Developer is the owner of approximately 279.54 acres of real property located within Sections 3, 10, and 11, Township 35 South, Range 11 West within the corporate boundaries of Enoch City, Utah, with a legal description as indicated in Exhibit "A" attached hereto and incorporated by reference herein (the "Property"). No additional land shall be added to the Property without the express, written amendment of this Agreement, executed and approved by Developer and City;

B. **WHEREAS**, Developer has proposed the development of a new Project on the Property to be known as "Swiss Master Development Plan" (the "Project") with a Planned Unit Development ("PUD") of approximately 980 dwellings consisting of a mix of single family residences, multiplexes, townhomes, apartments, and commercial uses, in addition to open space, ponds, and common recreation areas and amenities, all set forth in a conceptual design as incorporated by reference herein as Exhibit "B" (the "Conceptual Plan");

C. **WHEREAS**, Exhibit "B" attached hereto constitutes the current Conceptual Plan for the Development and is incorporated herein for illustrative and reference purposes only. The Parties acknowledge and agree that the Conceptual Plan is preliminary in nature and is intended solely to depict the general configuration, anticipated character, and overall components of the Development as presently contemplated by Developer. Notwithstanding anything herein to the contrary, Developer shall not be entitled to obtain, and City shall have no obligation to consider or approve, any application for approval of the first phase of the Development unless and until the Master Plan for the Development has first been submitted by Developer and approved by the City in accordance with all applicable ordinances, regulations, policies, and procedures of the City. Approval of the Master Plan shall be an express condition precedent to any consideration or approval by the City of the first phase of the Development. Prior to the City's approval of the first phase of the Development, Exhibit "B" shall be replaced with the then-current Conceptual Plan, Master Plan, or other refined plan approved by the City and applicable to such first phase, and upon such substitution the revised exhibit shall thereafter constitute Exhibit "B" for all purposes under this Agreement.

D. **WHEREAS**, Developer has certain obligations to install all utilities, provide paved hard surface roads from the public street to the Development, extend any off-site utilities to the Development, provide the Development with all public utility facilities including but not limited to curb, gutter and sidewalk, stormwater containment, streets, power, water, and public sewer systems, in accordance with the applicable law and design standards, which infrastructure necessary to service the Project will be funded in whole by the Developer, unless upsized by the City in which event City shall pay the difference in material costs incurred by Developer for any upsizing of the infrastructure;

E. **WHEREAS**, pursuant to Enoch City Ordinance 12.1200, the City allows a PUD overlay for existing residential zones to provide for more flexible and balanced development of mixed uses and densities, contribute to the overall infrastructure and improvements of the City for future growth, and promote economic development, all of which will be advanced by Developer through private financial resources, other than any costs for upsizing the infrastructure;

F. **WHEREAS**, Developer agrees to develop the Project in a manner consistent with the City's, zoning ordinances, regulations, impact requirements, engineering standards, and policies and all other procedures contemplated by the General Plan, as well as all applicable City rules and regulations with respect to required development approvals, and the City's legislative body has determined to approve the Project subject to the terms and conditions set forth in this Agreement;

G. **WHEREAS**, in recognition of the development of the Project and the resulting benefits to the community through increased tax base, more infrastructure, recreational and attainable housing, the City is willing to agree to vest the development of the Project pursuant to the terms of this Development Agreement against future legislative changes in the General Plan, ordinances and regulations that would be inconsistent with the provisions in this Development Agreement;

H. **WHEREAS**, Developer and City desire to establish certain standards and procedures that will be applied to certain additional administrative approvals contemplated in connection with the development of Project and the construction of improvements located on the Property;

I. **WHEREAS**, Enoch City, acting pursuant to its authority under Utah Code and applicable ordinances, has made certain determinations with respect to the proposed Project and, in the exercise of its legislative discretion, has elected to process and approve the use, density, general configuration and development standards for the Project, resulting in the negotiation, consideration and approval of this Development Agreement after any and all necessary public hearings;

J. **WHEREAS**, the Enoch City Planning Commission and the Enoch City Council have found that this Development Agreement:

- i. complies with the City Ordinance 12.1200.1203;

- ii. meets the spirit and intent of the applicable codes and regulations; and
- iii. promotes the health safety, prosperity, security, and general welfare of the inhabitants and tax payers of Enoch City

K. **WHEREAS**, the Property is currently zoned R-1-11;

L. **WHEREAS**, upon approval of this Agreement in accordance with Enoch City ordinances, the Project, which will be built in multiple phases and will include features, amenities, areas, and uses as generally depicted on the Conceptual Plan as replaced hereafter by the Master Plan, including but not limited to: (i) water retention areas; (ii) ponds; (iii) off-street vehicle storage; and (iv) the residential areas with various densities ranging from 1.5 acre lots to apartments; (collectively, the “Planned Uses”) as shall hereafter be more fully set forth in the Master Plan.

M. **WHEREAS**, upon completion, dedication, and acceptance of the infrastructure, the City is willing to provide the necessary public services to the Development Property, upon certain conditions as outlined in City ordinances and in accordance with the terms included herein; and

N. **WHEREAS**, the Parties desire to enter into this Agreement to implement applicable City regulations and conditions of approval, to memorialize the covenants and commitments of the Parties regarding the Project, and to give effect to applicable state and municipal law, including the limitation that, to the extent this Agreement does not address a matter, the Parties remain subject to Title 10, Chapter 20 and City’s ordinances governing land use regulations.

NOW, THEREFORE, in consideration of the foregoing and the promises, conditions covenants and terms described herein, the Parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The recitals set forth above are incorporated fully into this Agreement as if fully set forth herein.

2. **Definitions.** Capitalized terms used herein shall have the meaning given them in this Agreement and if not otherwise defined herein, within State Code or the City’s ordinances, shall have the plain and ordinary meaning within the context they appear. If there is a conflict between the Agreement text, any exhibit, code requirements, or other documents, the more specific terms shall apply or as otherwise reasonably required by Enoch City. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

- a. “Administrative Amendment” means any amendment to this Development Agreement that is not a Substantial Amendment, as that term is defined herein. City’s building official may approve any Administrative Amendment to this Development Agreement in behalf of the City. The term “Administrative Amendment” specifically includes, but is not limited to, changes to the Master Plan which are necessary (i) to

assure that development is occurring on land best suited for that purpose, (ii) to accommodate the final design of recreational facilities, amenities, and areas, (iii) to allow the location and construction of roads to serve the subject property in accordance with development standards, and (iv) to refine the proposed boundaries of various residential densities, commercial, or mixed use areas. Administrative Amendments may include refinements to amenity locations, minor roadway alignment adjustments, and boundary refinements between planning areas, provided the modification remains consistent with the intent of the approved Master Plan and applicable City standards.

- b. "Agreement" means this Development Agreement, including all exhibits hereto, which are specifically incorporated herein by this reference. All rights and obligations of this Agreement shall be binding upon all successors in interest to the parties to this Agreement. This Agreement is intended to run with the land subject to Sections 14, 15, and 33 and shall be recorded with the Iron County Recorder against the property legally described in Exhibit "A".
- c. "City" means Enoch City, a political subdivision of the State of Utah.
- d. "City Engineer" means the City Engineer or such other licensed engineer designated by City to review and approve public improvement plans and related engineering matters.
- e. "Complete Land Use Application" means a land use application that is submitted in a form that complies with the requirements of Enoch City's applicable ordinances and for which all applicable fees have been paid, consistent with Utah Code Ann. §10-20-902.
- f. "Conceptual Plan" means a preliminary planning document, drawing, or exhibit intended solely to illustrate the general layout, character, density, land use relationships, circulation patterns, open space, and anticipated components of the Development as proposed by Developer. The Conceptual Plan is for illustrative and reference purposes only, is not a final engineering or construction document, and shall not, by itself, create any vested right, entitlement, or obligation on the part of the City to approve any particular use, density, configuration, phase, improvement, or application. The Conceptual Plan is subject to further review, revision, refinement, and approval by the City through the Master Plan, phased development applications, and all other applicable land use, zoning, subdivision, engineering, and permitting processes required by City ordinances and applicable law.
- g. "Developer" means BOOTS DEVELOPMENT LLC, a Utah limited liability company, or its successors and assigns. As a Member of Developer, Kent Frei has authority to act for Developer and sign this Development Agreement.
- h. "The Development", "Swiss Master Development Plan", and "Project" mean the Swiss Master Development Plan planned Project and further legally described in

Exhibit “A” and depicted in Exhibit B, which is attached hereto and incorporated herein, with those portions within the boundaries of Enoch City to be governed according to its ordinances and this Agreement.

- i. “Development Activity” means any construction, expansion, and excavation of a Development Area, building, structure, lot, or use, any change in use of a building or structure, or any changes in the use of land that creates additional demand and need for public facilities.
- j. “Development Area” means an area within the Project that holds the potential of being developed by Developer, or Developer’s successors or assigns, into one or more separate areas within the Project for residential development, such as subdivisions, or multiple lots within a subdivision phase. Development Areas are not necessarily designated in the Master Plan, but may be designed and designated as such at a later date.
- k. “Electrical Power Supplier” means Rocky Mountain Power or any other electrical power supplier who may provide electrical power service to the area of the City where Development is located now or in the future.
- l. “Final Plat” means a final plat of a residential subdivision to be constructed as a Project Area or Phase within a Development Area which, after approval by the City, is to be recorded in the Official Records on file in the Office of the Recorder of Iron County, State of Utah.
- m. “Land Use Application” means any application for development within the Project submitted to City by Developer or any Sub-Developer subsequent to the execution of this Agreement.
- n. “Master Plan” means the general development configuration of the Project which shall be substituted for the Conceptual Plan currently attached hereto as Exhibit “B” and incorporated into this Agreement, as approved by the City. The Master Plan shall show the general configuration of the 279.54 acres involved in this project, including the general location of amenities, improvements, roads, open space, uses, and development, as it may be modified in accordance with this Agreement, state law and City Ordinances. The Master Plan shall be submitted prior to approval of the first phase of the Development.
- o. “Modification Application” means the application and process prescribed for modifying this Agreement or the Master Plan under Section 8.
- p. “Design Standards” means those development and design standards set forth in this Agreement, those set forth in the City’s Land Use Ordinances, and the applicable Covenants, Conditions, and Restrictions which will be created hereafter.
- q. “Project Area” or “Phase” means the area of the Project where Developer has specific

authorization through final plat approval by the City to commence Development Activity on The Property. It is anticipated that Developer will complete this Project in phases based upon market conditions. Each Project Area or Phase will require authorization from City to ensure compliances with this Agreement.

- r. "Planning Commission" means the Enoch City Planning Commission.
- s. "Project Improvements" public means facilities and improvements required to serve the Project and attributable to Development Activity within the Project, including without limitation streets, sidewalks, curb/gutter, water lines, sewer lines, storm drainage, and related appurtenances, to the extent required by City standards..
- t. "The Property" or "Subject Property" means the real property included within the legal description attached hereto as Exhibit "A", which is incorporated into this Development Agreement by this reference. No other property may be added to the legal description of the Project for the purposes of this Development Agreement, except by written amendment.
- u. "Residential Property" means those portions of the Property that will be located within a proposed Project Area or Phase, which is designed, intended to include, or partially include, by a "dwelling unit" as that term is current defined in Enoch City Ordinance 12.200.206(73). It is intended that the Project will have Residential Properties including town home lots and single-family residential properties comprising an overall project density of 3.02 residential units per acre in Enoch City.
- v. "Sub-Developer" means any person, entity, group or association responsible to design, engineer, entitle, construct and market a Development Area, or any part thereof, with or without structures or Dwellings thereon.
- w. "Substantial Amendment" means any amendment to this Agreement or the Master Plan that is not an Administrative Amendment, including any amendment that: (i) increases the Maximum Residential Density approved for the Project; (ii) adds a new land use category not previously approved; (iii) materially reduces required public improvements, open space, amenities, or public service commitments; (iv) materially changes the approved proportion between Low Density Residential Product and High Density Residential Product; (v) materially changes approved phase sequencing; (vi) materially increases impacts on traffic, drainage, utilities, fire protection, parks, or other public facilities; or (vii) otherwise requires legislative approval under City ordinance or Utah law."

3. Summary of Swiss Master Development Plan. Swiss Master Development Plan is planned as a phased master planned PUD project community which upon full build out will include a residential community development on 279.54 acres of land located in northern Enoch City, northwest of the Pine View Estates Subdivision. The Project will include single-family residential housing with 1.5 acre, 10,000 sq. ft., and 9,000 sq. ft. lots, as well as higher density housing through 4-plexes, twin lots, and townhomes. The project will also include two

commercial development pods, two ponds, and required open space. It is anticipated that the Project will be split into multiple Development Areas, which may be further divided into Project Areas or Phases. Developer will oversee and/or coordinate the design and construction of all on-site infrastructure and amenities necessary for the Project. Developer may construct Development Areas, Project Areas, and Phases, or use a sub-developer. Sub-developers shall be bound by and shall cause its employees and agents to act in accordance with the terms of this Agreement. Maximum Density overall project density of four (4) residential units per acre in Enoch City.

4. Applicable Laws and Regulations. The Project shall comply with applicable federal, state, and local laws and regulations, including City's Land Use Regulations and applicable building and safety codes. Nothing in this Agreement is intended to authorize any use or density that is prohibited under City's land use regulations, except as authorized by this Agreement, unless and until processed and approved in the manner required by Utah law and City ordinances.

5. City Master Plan and Utility Infrastructure. Developer shall design, construct, install, each Phase and complete the Project in substantial conformance with the City's adopted Master Plan, the approved Project Master Plan to be adopted and approved by Developer and City, and substituted in Conceptual Plan referenced in Exhibit "B", all applicable phase approvals, and the City's utility infrastructure requirements, engineering standards, plans, specifications, standard drawings, ordinances, and other applicable development requirements, as the same may apply to the Project. Developer shall be responsible, at its sole cost unless otherwise expressly provided in this Agreement, for coordinating with the City regarding the timing, design, capacity, location, engineering, and installation of all required water, culinary, secondary, sewer, storm drainage, roadway, power, communication, and other public utility improvements necessary to serve the Project. No development, plat, permit, or phase of construction shall proceed unless adequate utility infrastructure is available or is being provided in a manner approved by the City, and Developer shall ensure that all improvements are properly engineered, sized, phased, and constructed in accordance with applicable City engineering standards so as to be compatible with the City's existing and planned public infrastructure systems and to avoid adverse impacts on public facilities or service levels.

6. Findings and Authority. The Enoch City Council, having received the recommendation of the Enoch City Planning Commission regarding the Project, authorizes and approves this Development Agreement, and finds as follows:

- a. This Development Agreement has been reviewed and approved by City in accordance with the requirements of the Enoch City ordinances and State law.
- b. This Agreement is consistent with City's General Plan and applicable zoning and development standards, as modified by the PUD approvals, and advances City planning and housing objectives while requiring Developer to construct necessary project-related improvements.
- c. The development of the Swiss Master Development Plan pursuant to this Agreement

is expected to result in significant planning and economic benefits to and will further the health, safety, orderly development, and general welfare of City and its residents.

7. Reliance by the Parties. City acknowledges that Developer is relying on the execution and continuing validity of this Development Agreement, the Master Plan, the conditions set forth in this Agreement, and the land use entitlements derived from this Agreement. In reliance of this Development Agreement, Developer has expended substantial funds in the planning, design and engineering for Swiss Master Development Plan, and will continue to expend substantial funds in the planning and actual construction of the Project. Conversely, Developer acknowledges that City is relying on the execution and continuing validity of this Agreement and Developer's faithful performance of its covenants and obligations under this Agreement and the Master Plan in granting the land use entitlements contained herein.

8. Purpose; Authorization to Develop. The Parties desire that the City have reasonable certainty concerning the manner in which the Project will be developed, and that the Developer will have reasonable certainty in proceeding with the development of the Project. Throughout this Agreement, Developer, and Developer's successors and assigns agree to comply with the terms of the Master Plan as accepted by the City, and this Agreement, and in exchange, City authorizes Developer and Developer's successors and assigns the right to develop Swiss Master Development Plan as set forth in the Master Plan and this Agreement.

9. Binding Effect of Approvals. City may enact or amend land use regulations at any time, and nothing in this Agreement limits City's authority to do so. However, to the extent Developer submits Complete Land Use Applications, Developer is entitled to substantive review and approval in accordance with Utah Code Ann. §10-20-902, subject to the exceptions stated in that statute and other applicable Utah law, as follows:

- a. Zoning. The authority granted to Developer and Developer's successors and assigns, to develop Project with the uses and densities approved herein, will not be prohibited by subsequent City action which is inconsistent with the approvals granted by this Development Agreement. All future Land Use Applications shall be processed under applicable Land Use Regulations and Utah law.
- b. Building Permits. Any person or entity applying for a building permit within the Project shall be subject to the building, electrical, mechanical, plumbing, fire codes and other safety codes and City ordinances relating to the construction of any structure in effect when a person or entity files with City a complete application for such a permit.
- c. Development Application Denials; Meet and Confer. Complete Land Use Applications shall be processed in accordance with applicable Utah law, City ordinances, and this Agreement. If the City denies any Development Application, subdivision plat, site plan, permit, or other approval required for a Phase, the City shall provide written notice of the denial and, upon written request and to the extent reasonably available, provide the written decision, staff report, minutes, or recording

relating to the denial. Upon written request made within fifteen (15) days after notice of denial, the City and Developer shall meet and confer in good faith within fifteen (15) business days, or as soon thereafter as reasonably practicable, to review the denial and determine whether the issues may be resolved through revisions to the application or additional information. Nothing in this Section waives or extends any appeal deadline except as expressly provided by applicable ordinance or by a written tolling agreement executed by the parties.

10. Process for Modifying the Swiss Master Development Plan Master Plan.

- a. Intent. City and Developer acknowledges that the Swiss Master Development Plan Master Plan contains generalized depictions regarding long-term development of the Project and that refinements may be necessary as engineering, market conditions, and phasing evolve. City recognizes that owners of the Subject Property may need to change the configuration of uses shown or described in the Master Plan to reflect future changes, and so long as such changes do not require the City to relocate, without compensation, public infrastructure which have been constructed or which adversely impact other public infrastructure depicted and planned in the Master Plan, as reasonably determined by City, the City will work with Developer to facilitate such changes.
- b. Requested Modifications. After approval of this Development Agreement, Developer may request modifications to the Master Plan and/or this Agreement as follows:
 - i. *Administrative Amendment.* Developer may request an Administrative Amendment to the Master Plan or this Agreement only if the requested change qualifies under applicable Utah law, this Agreement, and City ordinances. An Administrative Amendment may approve minor refinements to the configuration of uses, roads, utilities, open space or phase boundaries, and provided that the requested changes are not a Substantial Amendment. Any requested modification that qualifies as an Administrative Amendment shall be submitted to, reviewed by, and processed through the City's administrative staff in accordance with the procedures and direction established by the City.
 - ii. *Legislative Amendment.* Any proposed modification that is not an Administrative Amendment, including but not limited to any amendment that increases residential density, adds land uses, materially changes the approved housing mix, materially changes phase sequencing, materially reduces open space or required public improvements, or materially increases traffic, drainage, utility, or public service impacts, shall be a Substantial Amendment and shall require approval by the City Council in accordance with applicable law."
- c. Submittal of Modification Application. If Developer or its successors and assigns, desire to amend the Master Plan or this Development agreement, Developer shall provide City's designated staff or building official with a written request for the modification noting whether Developer is pursuing an Administrative Amendment or

Substantive Amendment, a copy of the proposed modification (to the Master Plan and/or this Development Agreement), and a supplemental summary containing a brief description of the changes made by the proposed amendment explaining the purpose and impacts of the requested change (including impacts on density, uses, public improvements, open space, engineering changes, and utilities).

- d. City Acceptance of Modification Application. City shall review the Modification Application for completeness and, within a reasonable time consistent with City ordinances, notify Developer of missing information or objections. No Modification Application shall be deemed approved by lapse of time alone, but City shall make reasonable efforts to provide a response to Developer within fifteen (15) business days; approvals must be in writing and signed by the authorized City representative(s).
 - i. If City's building official determines the requested amendment is within the scope of an Administrative Amendment, complies with engineering standards and does not require legislative approval, the building official will notify Developer in writing that the Administrative Amendment is approved by City.
 - ii. If the proposed amendment is not within the scope of an Administrative Amendment, the proposed modification must be approved by the City Council. If City determines applicable law requires further public hearing or procedure to be followed, the Parties agree to follow said procedures as expeditiously as possible.
 - iii. If Developer has requested a Substantive Amendment and/or if City has determined that a requested amendment does not qualify as an Administrative Amendment, City's legislative body will review requested modifications as expeditiously as possible. If City's legislative body denies a Substantive Amendment, City shall specify in writing with sufficient detail the reasons for denying the Substantive Amendment. Developer and City shall utilize the same meet and confer process as contained in 9(c) *supra*.
- e. Mediation. If City denies a requested Administrative Amendment or Substantial Amendment, and the Parties have met and conferred in good faith and if not resolved, either Party may request mediation with a mutually acceptable mediator, with mediation costs shared equally.
- f. Arbitration. If the City and Developer are unable to resolve the issues via mediation pursuant to the preceding Subsections, then upon mutual stipulation of the Parties, the Parties shall attempt within seven (7) days to appoint a mutually acceptable land use planning expert to arbitrate the terms of the Modification Application. The party requesting the arbitration shall pay the fees to initiate the arbitration. If the Parties are unable to agree on a single acceptable arbitrator, they shall each, within seven (7) additional days, appoint their own individual land use planning expert. These two

land use planning experts shall, between them, choose the single arbitrator within the next seven (7) calendar days. The chosen arbitrator shall within fifteen (15) days, review the positions of the Parties regarding the Modification Application and issue a decision. The arbitrator shall ask the prevailing party to draft a proposed arbitration award for consideration and objection by the other side. Upon adoption by the arbitrator, after consideration of such objections, the arbitrator's award shall be final and binding upon both Parties and shall constitute an approved modification of the Master Plan. As part of the arbitrator's decision, the arbitrator shall determine the payment of the arbitrator's costs based on the success or failure of each party's position in the arbitration. All arbitrations arising under this Agreement shall be conducted in compliance with Utah Arbitration Act (Utah Code Ann. § 78B-11-102 *et seq.*). If a stipulation to arbitration is not mutually agreed, then either Party may pursue available legal remedies. Nothing in this Section waives any defenses, immunities, (including but not limited to any protections afforded the City under the governmental immunities act) or statutory requirements applicable to City.

11. General Conditions of the Swiss Master Development Plan Master Plan. As part of the Master Plan, Developer will abide by the standards set forth in City ordinances. More specifically, the following general development conditions and guidelines for the Project shall apply to the Subject Property:

- a. Maximum Development Area. The Project and the entitlements granted by this Agreement shall be limited to the Subject Property described in Exhibit "A". No additional property may be added without a written amendment approved under Section 35.
- b. Maximum Residential Density. The Subject Property shall contain a maximum density of 4 residential units per acre or 1106 Units, exclusive of any internal accessory dwelling units constructed according to then-applicable ordinance. Modification increasing density beyond that which is identified in this section is a Substantial Amendment and must be approved by the City.
- c. Open Space. The Project must contain no less than twenty percent (20%) open space in the Master Plan, or 55.91 acres, subject to refinement through Phase approvals. Open space intended to be private (including HOA-owned trails, parks, structures and drainage basins) shall be clearly designated on plats and governing documents, and shall be maintained by the owner/HOA unless accepted by City in writing. Any land under HOA ownership containing trails, parks, HOA facilities, structures or drainage basins that are without residential structures, not including roads or residential single-family lots, are included in calculation open space acreage.
- d. Landscaping. Landscaping for single family residential lots shall comply with all City ordinances, including 12.300.323, and applicable phase approvals at the time of Application for any project phase, and, except for improvements dedicated to the City, any open space shall be maintained by the HOA in accordance with HOA standards, which shall in no event be less than the minimum standards required by the

City. Landscaping requirements shall be set by the underlying zones unless otherwise agreed in the Master Plan or approved by the City in any specific phase, and U.C.A. §10-20-807.

- e. Multi-Family Development Specific Standards. The following Master Plan conditions shall apply to any portion of the Project that includes multi-family housing:
 - i. *Fences.* Any multi-family housing in the Project shall have a six-foot (6') sight-obscuring perimeter fence. Fences shall be set back a minimum of 10 feet from the right-of-way line of a dedicated street. The fenced setback area shall be landscaped. Where the front of a unit faces a dedicated public street, a fence is not required if the property is landscaped parallel with the face of the structures or the required setback.
 - ii. *Parking.* The Project will include one (1) off-street parking space per bedroom, which parking spaces include limited, common, private or public driveways, carports, garages, and parking lots. The Project will also include one (1) additional off-street parking space for every three (3) residential units. Private driveways will be a minimum of nine feet (9') by eighteen feet (18') to count as one (1) parking space.
 - iii. *Landscaping.* Any multi-family housing must have landscaping completion for any phase, or financial assurances approved by the City, prior to approval to develop the next subsequent phase of any multi-family housing and shall be completed within one (1) year of receiving a certificate of occupancy whichever is earlier. Landscaping shall be completed in accordance with City Ordinances, including 12.300.323.
 - iv. *Pressurized Irrigation.* Developer shall install a secondary pressurized irrigation system to serve multi-family housing in the Development.
- f. Single Family Residential Standards. The following Master Plan conditions shall apply to any portion of the project that includes single family residences.
 - i. *Parking.* Parking spaces for single family residences in the Project shall include off-street parking in accordance with City Ordinances.
 - ii. *Pressurized Irrigation.* Developer shall install a secondary pressurized irrigation system to all single-family residential lots. All exterior irrigation for lawns, turf, landscaped areas, and other planted areas serving single-family residential lots shall be provided exclusively through a pressurized irrigation system approved by the City, and no culinary, non-pressurized irrigation method shall be permitted for such areas unless otherwise expressly approved in writing by the City.
 - iii. *Curb and Gutter.* All streets, curb and gutter shall be in accordance with

City's Ordinances and engineering standards.

- g. Development Areas, Districts, Densities, and Uses. The maximum residential density referred to above may be allocated throughout the Project in multiple different Districts and Development Areas containing varying levels of residential uses. The locations and layout of various districts, residential areas, open space, uses, infrastructure, and various amenities is generally identified on the Master Plan which shall be submitted and approved by the City prior to approval of the first phase of development for the Project. However, it is intended by the Parties that there be a level of flexibility in the final location and size of uses of these areas within the Subject Property. Accordingly, the boundaries, intensity of use and size of Districts and Development Areas and may be modified pursuant to the provisions of this Agreement. Any adjustment must be processed as an Administrative Amendment or Substantial Amendment under Section 10, and must remain within the maximum density and land use approvals established by this Agreement and applicable City ordinances.
- h. Phasing and Concurrent Housing Mixture Development. City acknowledges that Developer intends either to develop individual Development Areas itself or convey Development Areas to various Sub-Developers for development. Accordingly, City may receive multiple land use applications for areas within the Subject Property. The Project shall be developed in phases substantially in accordance with a Phasing Plan approved by the City and attached as Exhibit "C" (the "Phasing Plan") to be established prior to, or concurrent with, submission of the Master Plan, as the same may be amended only in accordance with this Agreement. The approved housing mix shown on the Master Plan as hereafter submitted, including the proportion between Low Density Residential Product and High- Density Residential Product, is a material term of this Agreement.

For purposes of this Agreement, "Low Density Residential Product" means single-family detached residential lots or units shown on the Master Plan, and "High Density Residential Product" means townhomes, multifamily units, or any other residential product designated on the Master Plan as high density or having a density greater than the approved single-family detached areas.

Low Density Residential Product and High Density Residential Product shall be developed contemporaneously. The cumulative percentage of approved, permitted, or occupied High Density Residential Product shall not exceed the cumulative percentage of approved, permitted, or occupied Low Density Residential Product, respectively, by more than seventy-five (75%) percent, or a 3-1 ratio, (i.e., development of 75 high density multi-family residences shall require a minimum 25 low density residences). For purposes of measuring compliance under the preceding sentence, the final plat approval for High Density Residential Product shall be measured against recorded final plats for Low Density Residential Product; or such other milestone as shown in the Master Plan and Phasing Plan as noted in Exhibit "C".

If approval of a final plat for High Density Residential Product would cause the Project to exceed the permitted proportional relationship established by this Section or Exhibit “C”, the City Administrator may deny, condition, continue, or withhold such approval until the Developer restores compliance. The concurrency requirements of this Section may be restated in applicable phase approvals, plats, permits, or other written approvals for clarity of administration and enforcement.

- i. The parties shall coordinate the timing of utility extensions and public improvements so that each phase proceeds in a logical sequence and the public facilities required to serve the phase are installed, accepted, or financially secured in accordance with applicable law and City standards before recordation of a final plat or issuance of building permits for that phase.
- j. Nothing in this Section shall obligate the City to approve a phase, plat, permit, or certificate of occupancy that does not otherwise comply with applicable law, City Ordinances and Engineering standards, or this Agreement.
- k. City may require (as part of Phase approvals) that required public improvements, utilities, and public facilities needed to serve the Phase be constructed, accepted, or financially secured in accordance with City subdivision and public improvement standards before recordation of a Final Phase Plat and/or issuance of building permits for that Phase. Unless a phasing sequence is required in this executed development agreement, City shall accept and process Complete Land Use Applications consistent with Utah Code Ann. §10-20-902.
- l. Restrictive Covenants. Several Sub-Developers and contractors, in addition to the Developer may be designing and constructing Public Facilities and private improvements upon different Development Areas at the same time. The Parties recognize the importance of ensuring consistency and continuity in the Project as it develops. Therefore, Developer shall prepare and record applicable covenants, conditions and restrictions (“CC&Rs”), the Master Plan, and development guidelines for the Project or that Phase, establishing a mechanism (HOA or similar) for ownership and maintenance of private open space, private amenities, stormwater facilities not accepted by City, private roads (if any), and other private improvements. CC&Rs shall not conflict with City ordinances or this Agreement.
- m. Variance in Residential Planning Area Densities; Transfers of Units. The Parties acknowledge that the location of approved residential density may require some limited adjustment as engineering and market conditions evolve. Any proposed transfer of residential units or density between Residential Planning Areas, Development Areas, or phases shall be expressly identified in the applicable application and shall include an updated density accounting statement. no transfer of density, boundary adjustment, or change in intensity of use may be approved as an Administrative Amendment if the proposed change: (1) materially alters the approved proportion between Low Density Residential Product and High Density Residential

Product; (2) materially advances or delays the phasing of High Density Residential Product relative to Low Density Residential Product; (3) materially increases demands on traffic, drainage, utilities, fire flow, parks, schools, or other public facilities; (4) materially reduces open space, amenities, or required public improvements; or (5) otherwise constitutes a Substantial Amendment under this Agreement or Utah law. No density variance or transfer shall be deemed automatically approved. The City may approve a density transfer only if the City determines, in writing, that the proposed transfer: (A) does not increase the Maximum Residential Density approved for the Project; (B) remains consistent with the Master Plan as modified by any approved amendment; (C) does not violate the phasing and concurrency requirements of Section 8.9(g); (D) is supported by adequate public facilities and infrastructure; and (E) complies with applicable law and City ordinances. Each final plat seeking to use transferred density shall contain, in a conspicuous note approved by the City, the total Maximum Residential Density for the Project, the number of units proposed on the plat, the source and destination of any transferred density, and the balance of remaining units available after approval of the plat.”

- n. Phase Application Package. Each application for approval of a Phase, to the extent applicable to the Phase and unless waived in writing by the City because not relevant to the particular Phase, shall include: (i) a preliminary and/or final plat or site plan; (ii) engineered public improvement plans, profiles, and specifications; (iii) grading, drainage, stormwater, and erosion-control plans; (iv) water, sewer, storm drain, roadway, sidewalk, trail, and utility plans; (v) a fire flow and fire access analysis and any hydrant plan required by the applicable fire authority; (vi) geotechnical, soils, or drainage reports required by City ordinance, the City Engineer, or other applicable law; (vii) landscaping, open space, amenity, fencing, lighting, and sign plans; (viii) proposed CC&Rs, HOA or association documents, and maintenance provisions applicable to the Phase; (ix) easement documents, off-site improvement plans, and access approvals required to serve the Phase; (x) a phasing schedule identifying the public improvements to be completed or financially secured to serve the Phase; and (xi) such other application materials expressly required by City ordinance, City engineering standards, or this Agreement. A Phase application shall not be considered complete unless the materials required by this Section, to the extent applicable, have been submitted
- o. Retained Right to Appeal Adverse Land Use Decisions. Any decision by City which is adverse to the Developer, its successors and/or assigns, regarding a development application, subdivision plat or amendment, certificate of compliance, conditional use, variance, building permit or any other approval required from City may be appealed as provided in City’s Land Use Ordinance and applicable State law.

12. General Rights and Responsibilities of Developer.

- a. Right of Development and Assignment. Developer’s right to proceed with development under this Agreement is expressly conditioned on Developer obtaining all required City approvals and financial assurances. No right shall be deemed vested,

and no standard shall be deemed fixed, solely by reason of (i) the execution of this Agreement or (ii) the submission of an application. Any vesting (if permitted and intended under this Agreement) shall occur only upon satisfaction of applicable conditions precedent, which may include, as applicable to the phase or approval at issue: (a) City acceptance of the applicable application as a Complete Application, (b) issuance of the final discretionary approval for the applicable phase (e.g., final plat/site plan) in writing, (c) payment of applicable fees, and (d) completion of required public improvements for the applicable phase and City acceptance thereof, or the posting of financial security in a form and amount acceptable to the City when security is authorized in lieu of completion. It is expressly understood by the City that Developer may assign all or portions of its rights under this Agreement provided that such assignees agree to be bound by the terms of this Agreement, including following the Master Plan, this Agreement and the City's Land Use Ordinances and Enoch City's engineering standards.

- b. Dedication of Public Facility Improvements. Except those facilities which are designated as private and approved by the City as such, Developer, its successors and/or assigns shall dedicate and convey all Public Facilities in the Project to the City at such time as those improvements are inspected by the City and accepted as complete in accordance with the terms herein, and subject to infrastructure warranties. Said dedication shall reserve for the benefit of Developer, its successors and/or assigns, all capacity in said Public Facility improvements that is necessary for the Project; provided, however, that the City may manage said Public Facilities so as to achieve operating efficiencies as the City may determine. This Subsection shall not apply to any upsizing of Public Facility improvements required, and paid for, by the City. If the City requires and pays for any upsizing of any Public Facility improvements, all additional capacity in excess of that required for the Project shall be dedicated and reserved for the benefit of the City. The Parties agree that upon completion of construction (as determined by the City's Engineer) and dedication of any Public Facility improvement to the City, the City will accept said dedications. City's acceptance of any dedication shall be in compliance with the City's Ordinances and engineering standards adopted at the time of submission of a final application by Developer (and may be conditioned upon receipt of as-built drawings, testing results, warranty/security, and other closeout documentation required by City standards) as well as infrastructure warranties as required by City Ordinances and this Agreement. Dedication and acceptance of public facilities shall be free of liens and encumbrances. Until acceptance, Developer shall be responsible for operation and maintenance of the improvements.
- c. Improvement Completion Assurance; Warranty; Inspections and Closeout. Before recordation of a final plat or issuance of building permits for a Phase, as applicable under City ordinance and Utah law, Developer shall complete or provide improvement completion assurance for the public improvements and Project Improvements required to serve that Phase, in a form and amount authorized by Utah law and City ordinance. If an off-site, upstream, or cross-phase improvement is required to serve a Phase, the required assurance shall include that improvement

notwithstanding that the improvement is located outside the boundaries of the Phase then being platted or built. No public improvement shall be deemed accepted until inspected and accepted in writing by the City after submission of applicable test results, as-built drawings, warranties, operation and maintenance information, and other closeout documentation required by City standards. Developer shall remain solely responsible for operation, maintenance, repair, and replacement of public improvements and Project Improvements until final written acceptance by the City. Developer shall provide warranty security for accepted public improvements in the amount and for the duration required by City ordinance and applicable law. The City may grant partial releases or phase-specific releases of improvement security in its reasonable discretion upon substantial completion of the applicable improvements, provided adequate security remains in place for unfinished work, corrective work, and warranty obligations.”

- d. **Development Access.** All roadways accessing or which are located within the Property as shown on the Master Plan in Exhibit “B” will be constructed by Developer, unless otherwise stipulated by City or mutually constructed by Developer and City. Except as specifically noted in the Master Plan, all roadways accessing or servicing the Development Property are intended to be public roadways, shall be constructed to City standards, and upon completion of construction shall be dedicated to the City, subject to approval and acceptance by the City. Upon dedication and acceptance, the City shall be responsible for the maintenance, repair, and replacement of all such roadways in accordance with the City’s standard practices and procedures for maintaining similar infrastructure throughout the City, subject to the use or applicability of any required warranty bond or other assurance in place. The Developer shall provide one fully developed and fully accessible access entrance to serve the Development from the commencement of development, which must be connected immediately and directly to Minersville Highway, a principle arterial road. Upon the construction of 80 residential structures, a second fully developed and fully accessible access entrance shall be available to serve the Development to the Minersville Highway, unless otherwise approved by the City.

13. General Rights and Responsibilities of City

- a. Reserved Legislative Powers. Nothing in this Agreement shall be construed to limit City’s authority to enact or amend land use regulations or to take other actions authorized by law, and City does not waive any such authority by entering into this Agreement. Any vesting or entitlement is only as provided under applicable Utah law and the express written approvals issued by City.
- b. Public Facility Costs. Developer, its successors and/or assigns shall bear the entire cost of designing, constructing, and installing the Public Facilities known as Project Improvements needed to service the Subject Property, as determined under City standards and applicable Land Use Approvals, including any required bonding or financial security required by City ordinance for subdivisions and public improvements.

- c. Compliance with City Requirements and Standards. Except as provided herein, Developer acknowledges it shall comply with all applicable ordinances, resolutions, policies and procedures and construction guidelines of City necessary for approval of subdivision plats, site plans, conditional use permits, building permits, construction permits, grading permits, etc. for Development Activities conducted within the Subject Property in effect at the time the land use approval is sought, subject to vesting statutes for Complete Land Use Applications.
- d. Engineering Review and Coordination. All public improvements and Project Improvements, including water, sewer, stormwater, roads, utilities, drainage facilities, fire-flow infrastructure, off-site improvements required to serve the Project, and all engineering plans and specifications related thereto, shall be coordinated with and subject to review and written approval by the City Engineer and, where applicable, the City's Public Works Director throughout design, construction, testing, closeout, and dedication. City review or approval shall not relieve Developer, its engineer, contractors, or sub-developers from responsibility for design adequacy, code compliance, construction means and methods, or completion of the work in accordance with this Agreement and applicable law. The City Engineer is not the Developer's engineer, and Developer shall retain, at its expense, such licensed design professionals as are necessary for the Project.
- e. Public Financing Cooperation. City and Developer may, subject to applicable law, cooperate in exploring and pursuing the creation of public infrastructure districts (PIDs) or special assessment areas (SAAs) in connection with financing sewer infrastructure and other public facilities within the Swiss Master Development Plan (the "Public Financing Cooperation"). Developer may submit requests and/or applications for City sponsorship or support in connection with such financing options; however, City makes no representation, warranty, or guarantee that (a) City will approve, sponsor, or participate in any PID, SAA, or other public financing, or (b) any application or financing proposal will be approved, accepted, issued, or successfully completed by any governmental entity, authority, or third party.

14. Specific Rights and Responsibilities of the Parties. The following Section will address and outline the specific rights and responsibilities of the Parties as to the construction and the perpetual operation and maintenance of various types of Public Facilities that will be located within or near the Subject Property for the benefit of the Project and its residents as well as members of the public at large in some instances.

a. Sanitary Sewer Service and Facilities

- i. The Subject Property will be served by the public sewer system and public culinary water supply which shall be constructed in accordance with City standards, subject to available capacity and applicable fees. All sewer lines located in the streets of the City subdivision will be public sewer lines. Such lines may also convey wastewater from public and private lanes in the City

limits. Developer shall design and construct all on-site and Project-related sewer and water improvements required to serve each Phase, consistent with City specifications and subject to City Engineer review and approval. If a lift station or other specialized facility is required to serve a Phase, Developer shall construct it at Developer's expense, and (unless City expressly accepts it in writing) the lift station shall be privately owned and maintained by Developer/HOA with an easement granted to City for access as needed to protect the public system. Upon dedication of the public infrastructure, the same shall be free of all liens and encumbrances.

b. Transportation and Roads

i. *Developer Obligations (Roads)*. Developer shall design, fund, construct, or improve all roads within the Subject Property and identified in the Master Plan in accordance with City standards and the approved Phase plans.

1. Dedication of Roads. Following completion of the construction of any roadway improvements shown in the Master Plan to City standards and satisfaction of closeout requirements, Developer and its successors and/or assigns shall dedicate public roads as reflected in the Master Plan to the City. Dedication may occur via the recording of a Final Plat for a subdivision or via a separate road dedication plat, as the circumstances may require, free of liens and encumbrances, but only as agreed upon and accepted by the City.

ii. *City Obligations (Roads)*.

1. Acceptance of Dedication and Maintenance of Streets & Roads. City shall accept via dedication and maintain all public roads in the Project, so long as such streets are constructed to City's Specifications and Engineering Standards, and are dedicated without liens or encumbrances.

c. Fire Protection and EMS Services. Swiss Master Development Plan is located within the service area of the Cedar City Fire Department (CCFD) and Gold Cross Ambulance. Developer will work with CCFD to ensure that all necessary fire protection water lines, hydrants, sprinkler systems, detection systems and apparatuses are present and installed in compliance with the CCFD specifications and standards and the International Fire Code within the Subject Property at the time of constructing a residential phase.

d. Police Protection & Public Safety. Swiss Master Development Plan is located within the jurisdictional boundaries of the Enoch City Police Department and will receive service from said department.

e. Electrical Power.

- i. *Developer Obligations (Power)*. Developer will work with Rocky Mountain Power or its assigns to design, and assist with construction, if necessary, of an electrical power transmission system to service the Subject Property.
- ii. *City Obligations (Power)*. City may, but is not obligated to, assist in obtaining easements or rights-of-way for public purposes if requested and if consistent with City policies and applicable law.

f. Storm Water Drainage: Developer shall design and construct stormwater drainage, including pipe, inlet and outlet structures, manholes, and detention/retention basin. All stormwater facilities, including detention/retention facilities required for the Project shall be constructed in accordance with City engineering standards and shall be finished in a manner such that they are free of debris and weeds, and shall be landscaped appropriately in accordance with City Ordinances. Unless City expressly accepts said improvements in writing, stormwater detention/retention facilities shall be privately owned and maintained by Developer/HOA, with appropriate easements. City shall maintain public stormwater components that are within public streets (e.g., curb, gutter, inlets) only after acceptance of the related public improvements. Developer shall grant, and shall cause any applicable HOA or owners association to grant, easements reasonably acceptable to the City for access, inspection, emergency maintenance, and enforcement with respect to privately maintained stormwater facilities. The CC&Rs and association documents shall require the HOA or other responsible entity to inspect, maintain, repair, replace, and keep private stormwater facilities in safe and functional condition at all times. If the City determines that a privately maintained stormwater facility is not being properly maintained or poses a risk to public health, safety, property, or the public stormwater system, the City shall give written notice to the party responsible for maintenance describing the deficiency and providing a reasonable cure period, except in an emergency the City may act immediately. If the deficiency is not cured within the time stated in the notice, the City may enter the property, perform or contract for the necessary work, and recover its actual reasonable costs from the responsible party, including through assessment rights, reimbursement obligations, or lien rights to the fullest extent allowed by law and the governing documents. Nothing in this subsection obligates the City to accept any privately constructed stormwater facility for ownership or maintenance.

- g. Non-City Agency Review. If any aspect of a Development Application is governed by or requires approval, certification, permit, concurrence, or technical review from a non-City agency or utility provider, including UDOT, public utilities, the fire authority, environmental agencies, or any other governmental or quasi-governmental entity, Developer shall timely notify the City of such submittals and promptly provide the City copies of the submissions and resulting approvals, comments, and conditions. The City may condition final City approval on Developer's compliance with required non-City agency conditions. The City shall not be responsible for delay caused by a non-City agency or utility provider. To the extent allowed by

applicable ordinance, the City may grant a reasonable extension of any applicable project deadline where delay is caused primarily by a non-City agency and Developer is proceeding with reasonable diligence.

15. Term. The purpose of this Agreement is to ensure the planned and organized development of the Project through its full buildout. Accordingly, the term of this Agreement shall commence on the date this Agreement has been recorded in the Official Records on file in the Office of the Recorder of Iron County, State of Utah and shall continue for thirty (30) years, unless earlier terminated pursuant to Section 17, and shall automatically extend (without further action by the Parties) as reasonably necessary to allow completion of any Phase or public improvement obligations that are in progress and being pursued with reasonable diligence. City may require periodic status updates (no more than annually) regarding phasing and remaining obligations. The report shall identify, by Phase and by housing type, at a minimum: (i) final plats approved and recorded; (ii) residential lots and units approved; (iii) building permits issued; (iv) certificates of occupancy issued; (v) public improvements completed and accepted; (vi) public improvements under construction; (vii) public improvements covered by financial assurance; (viii) status of required off-site improvements; (ix) status of HOA or other association formation and maintenance obligations; and (x) demonstration of compliance with Section 11(h), including the then-current proportion between Low Density Residential Product and High Density Residential Product. City may review the report and Project progress at least once every twelve (12) months to determine compliance with this Agreement. City's failure to conduct an annual review shall not constitute a default or waiver by City. Failure by Developer to provide the annual report after written notice and reasonable opportunity to cure shall constitute a Default under this Agreement.

16. Successors and Assigns. This Agreement shall run with the land and be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. Developer may convey portions of the Subject Property; however, no transferee shall be deemed substituted for Developer as to obligations applicable to the transferred property unless the transferee executes a written assumption agreement in a form acceptable to City, and City receives written notice of the transfer. Developer shall remain liable for obligations accrued prior to an approved assumption and for any obligations expressly stated to survive transfer, unless City expressly releases Developer in writing. Any HOA, sub-association, or other entity responsible for private roads, private utilities, stormwater facilities, detention or retention basins, open space, trails, parks, landscaping, private amenities, or other private improvements shall be bound by this Agreement and by any maintenance, repair, replacement, reimbursement, access, and enforcement obligations relating to such improvements, notwithstanding any transfer of property, completion of a Phase, or expiration or termination of this Agreement. Developer shall cause the CC&Rs, plats, and other governing documents to reflect and implement these continuing obligations.

17. Default. Failure by a Party to perform any of the Party's obligations under this Agreement within a ninety (90) day period (the "Cure Period") after written notice thereof from the other Party shall constitute a default ("Default") by such failing Party under this Agreement; *provided, however*, that if the failure cannot reasonably be cured within ninety (90) days, the Cure Period shall be extended for the time period reasonably required to cure such failure so long

as the failing Party commences its efforts to cure within the initial ninety (90) day period and thereafter diligently proceeds to complete the cure. Said notice shall specify the nature of the alleged Default and the manner in which said Default may be satisfactorily cured, if possible. Upon the occurrence of an uncured Default under this Agreement, the non-defaulting Party may institute legal proceedings to either: i) enforce the terms of this Agreement, or ii) terminate this Agreement. If the Default is cured, then no Default shall exist and the noticing Party shall take no further action.

- a. Breach by Developer - In the event Developer, its successors or assigns violates the terms of this Agreement, City may:
 - i. Elect to consider terminating this Agreement due to a Default by Developer, in which case the City shall give to Developer notice of City's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed public meeting no earlier than fifteen business (15) days in advance of said notice. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the City Council determines that a Default has occurred and is continuing, and elects to terminate this Agreement, City shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated. The Parties may thereafter pursue any and all remedies at law or equity.
 - ii. Without declaring a Default hereunder or electing to seek an injunction, and after ninety (90) days written notice to correct the violation (or such longer period as may be established in the discretion of City or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such ninety (90) days and is continuing to use its reasonable best efforts to cure such violation), City may take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer.
 - iii. During any default by Developer, City may immediately withhold approval of subsequent plats or permits for the affected Phase until compliance is achieved, or draw upon any financial assurance posted for public improvements (if applicable). City shall not be liable for any direct or consequential damages during any such delay or for any financial assurance demand.
- b. Claims Against the City; Administrative Exhaustion; No Monetary Damages. Any claim by Developer that the City has improperly denied, conditioned, delayed, or failed to act upon a land use application, or has otherwise breached this Agreement in connection with a land use decision, shall be pursued first through the applicable administrative appeal process required by City ordinance and Utah law. All available administrative remedies shall be exhausted before Developer seeks judicial review or other court relief. Except to the extent a monetary remedy is expressly required by

applicable law, the Parties agree that declaratory relief, injunctive relief, mandamus, or specific performance are the only intended remedies for a claim by Developer against the City arising out of this Agreement, and Developer waives all claims for monetary damages against the City, including actual, future, speculative, incidental, economic, consequential, special, exemplary, or punitive damages. Nothing in this Agreement shall be construed to eliminate, shorten, or circumvent the City's administrative appeal process, judicial review standards, or any defense, immunity, or limitation available to the City under applicable law. City is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Sections 63G-7-101 et seq. Nothing in this Agreement shall be construed as a waiver of any defense, immunity, limitation of liability, notice requirement, or other protection available to City under the Governmental Immunity Act of Utah or other applicable law. All such defenses, immunities, limits, and protections are expressly reserved.

18. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by any Party for the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

19. Notice and Filings. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served in writing and delivered personally, sent by certified United States Mail, postage prepaid, or by a national express overnight delivery service, freight prepaid, if to:

If to City:

ENOCH CITY
c/o Enoch City Recorder
900 E Midvalley Rd,
Cedar City, Utah 84721

If to Developer:

BOOTS DEVELOPMENT LLC
385 Michael Circle
Santa Clara, UT 84765

or to such other addresses as either party hereto may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals and communication given by personal delivery or overnight delivery shall be effective upon receipt and if given by mail shall be deemed delivered 72 hours following deposit in the U.S. mail, postage prepaid and addressed as set forth above.

20. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

21. Headings. The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control the meaning or construction of any of the provisions

hereof.

22. Further Acts. Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary to carry out the matters contemplated by this Agreement.

23. Time is of the Essence; Force Majeure. Except as otherwise provided in this Section, time is of the essence for this Agreement. If either party is delayed, hindered in, or prevented from the performance of any act required hereunder by reason or inability to procure materials, acts of God, failure of power, riots, insurrection, war or other reason of a like nature (other than labor disputes) not the fault of the Party delayed in performing work or doing acts required under this Agreement, then performance of such act will be excused for the period of delay and the time for the performance of any such act will be extended for a period equivalent to the period of such delay.

24. Binding Effect. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto, except as may be otherwise provided in this Agreement.

25. No Partnership or Third-Party Benefits. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Developer and the City. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

26. Entire Agreement. This Agreement, together with its exhibits and the Swiss Master Development Plan Master Plan and Plat shall constitute the entire agreement between the Parties pertaining to the subject matter hereof. All other prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are hereby superseded and merged herein.

27. Names and Plans. Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature developed, formulated or prepared by or at the request of Developer in connection with the Subject Property and the planned Project.

28. Good-Standing: Authority. The Parties warrant and represent as follows:

a. Developer hereby represents and warrants to the City that: (i) Developer is a registered limited liability company in good standing with the State of Utah; (ii) the individual(s) executing this Agreement on behalf of Developer are duly authorized and empowered to bind Developer; and (iii) this Agreement is valid, binding, and enforceable against Developer in accordance with its terms.

b. City hereby represents and warrants to Developer that: (i) the City is a Utah political

subdivision of the State of Utah; (ii) the City has power and authority pursuant to enabling state legislation and City's Land Use Ordinances to enter into and be bound by this Agreement; (iii) the individual(s) executing this Agreement on behalf of the City are duly authorized and empowered to bind City; and (iv) this Agreement is valid, binding, and enforceable against the City in accordance with its terms.

29. Severability. If any provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement, and the Agreement shall otherwise remain in full force and effect.

30. State and Federal Law; Invalidity. The Parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with City ordinances, as well as state and federal law. Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes mandated by state or federal laws or regulations applicable to the Subject Property. The Parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

31. Governing Law. This Agreement is entered into in Utah and shall be construed and interpreted under the laws of Utah, and venue for all actions brought hereunder or arising herefrom shall be instituted in the Fifth Judicial District Court, Iron County, Utah for all actions brought under this Agreement.

32. Continued Cooperation. By executing this Agreement, the Parties hereto expressly agree to continue to operate in good faith to effectuate its purpose, by giving all consents, executing all documents and providing input and assurances within a reasonable time period after said actions are requested of any Party.

33. Recordation. No later than 10 days after this Agreement has been executed by City and Developer, it shall be recorded in its entirety in the Official Records on file in the Office of the Recorder of Iron County, State of Utah.

34. Institution of Legal Action. After compliance with any required meet-and-confer or mediation provisions in this Agreement, either Party may pursue legal action to enforce this Agreement in the Fifth District Court in and for Iron County, Utah. Each party shall bear their own costs and attorney fees unless otherwise required by law.

35. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement.

(Signature Pages to Follow)

DATED effective the first date set forth above.

CITY:

ENOCH CITY

a political subdivision of the State of Utah

Attest:

Lindsay Hildebrand, City Recorder

STATE OF UTAH)
) ss:
COUNTY OF IRON)

____ and Lindsay Hildebrand, being first duly sworn, depose and say that they are the City Mayor and City Recorder of Enoch City, a Utah municipal corporation; that they have read the foregoing Development Agreement for Swiss Master Development Plan and know the contents thereof; and that they signed said document for its intended purpose under the authority given by the Enoch City Council.

NOTARY PUBLIC

DATED effective the first date set forth above.

DEVELOPER:

BOOTS DEVELOPMENT LLC
a Utah limited liability company

Kent Frei, Member

STATE OF UTAH)
) ss:
COUNTY OF WASHINGTON)

Kent Frei, being first duly sworn, deposes and says that he is a member/manager of Boots Development LLC, a Utah limited liability company and that he has read the foregoing Development Agreement for Swiss Master Development Plan and knows the contents thereof; and that he signed said agreement for its intended purpose on behalf of Boots Development LLC.

NOTARY PUBLIC

EXHIBIT “A”
(To Development Agreement for Swiss Master
Development Plan)

Legal Description of Subject Property

EXHIBIT “B”
(To Development Agreement for Swiss Master
Development Plan)

Swiss Master Development Applicable Plan

AFTER RECORDING PLEASE RETURN TO:

BOOTS DEVELOPMENT LLC
104 E 600 S, #887
Heber, UT 84032

Approved by the Enoch City
Council on _____, 2026

**DEVELOPMENT AGREEMENT FOR
SWISS MASTER DEVELOPMENT PLAN**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2026 by and among BOOTS DEVELOPMENT LLC, a Utah limited liability company with a mailing address of 385 Michael Circle, Santa Clara, UT 84765 (the "Developer"), and any assigns, and ENOCH CITY, a political subdivision of the State of Utah and established under applicable law of the State of Utah (the "City").

RECITALS

A. **WHEREAS**, Developer is the owner of approximately 279.54 acres of real property located within Sections 3, 10, and 11, Township 35 South, Range 11 West within the corporate boundaries of Enoch City, Utah, with a legal description as indicated in Exhibit "A" attached hereto and incorporated by reference herein (the "Property"). No additional land shall be added to the Property without the express, written amendment of this Agreement, executed and approved by Developer and City;

B. **WHEREAS**, Developer has proposed the development of a new Project on the Property to be known as "Swiss Master Development Plan" (the "Project") with a Planned Unit Development ("PUD") of approximately 980 dwellings consisting of a mix of single family residences, multiplexes, townhomes, apartments, and commercial uses, in addition to open space, ponds, and common recreation areas and amenities, all set forth in a conceptual design as incorporated by reference herein as Exhibit "B" (the "Conceptual Plan");

C. **WHEREAS**, Exhibit "B" attached hereto constitutes the current Conceptual Plan for the Development and is incorporated herein for illustrative and reference purposes only. The Parties acknowledge and agree that the Conceptual Plan is preliminary in nature and is intended solely to depict the general configuration, anticipated character, and overall components of the Development as presently contemplated by Developer. Notwithstanding anything herein to the contrary, Developer shall not be entitled to obtain, and City shall have no obligation to consider or approve, any application for approval of the first phase of the Development unless and until the Master Plan for the Development has first been submitted by Developer and approved by the City in accordance with all applicable ordinances, regulations, policies, and procedures of the City. Approval of the Master Plan shall be an express condition precedent to any consideration or approval by the City of the first phase of the Development. Prior to the City's approval of the first phase of the Development, Exhibit "B" shall be replaced with the then-current Conceptual Plan, Master Plan, or other refined plan approved by the City and applicable to such first phase, and upon such substitution the revised exhibit shall thereafter constitute Exhibit "B" for all purposes under this Agreement.

D. **WHEREAS**, Developer has certain obligations to install all utilities, provide paved hard surface roads from the public street to the Development, extend any off-site utilities to the Development, provide the Development with all public utility facilities including but not limited to curb, gutter and sidewalk, stormwater containment, streets, power, water, and public sewer systems, in accordance with the applicable law and design standards, which infrastructure necessary to service the Project will be funded in whole by the Developer, unless upsized by the City in which event City shall pay the difference in material costs incurred by Developer for any upsizing of the infrastructure;

E. **WHEREAS**, pursuant to Enoch City Ordinance 12.1200, the City allows a PUD overlay for existing residential zones to provide for more flexible and balanced development of mixed uses and densities, contribute to the overall infrastructure and improvements of the City for future growth, and promote economic development, all of which will be advanced by Developer through private financial resources, other than any costs for upsizing the infrastructure;

F. **WHEREAS**, Developer agrees to develop the Project in a manner consistent with the City's, zoning ordinances, regulations, impact requirements, engineering standards, and policies and all other procedures contemplated by the General Plan, as well as all applicable City rules and regulations with respect to required development approvals, and the City's legislative body has determined to approve the Project subject to the terms and conditions set forth in this Agreement;

G. **WHEREAS**, in recognition of the development of the Project and the resulting benefits to the community through increased tax base, more infrastructure, recreational and attainable housing, the City is willing to agree to vest the development of the Project pursuant to the terms of this Development Agreement against future legislative changes in the General Plan, ordinances and regulations that would be inconsistent with the provisions in this Development Agreement;

H. **WHEREAS**, Developer and City desire to establish certain standards and procedures that will be applied to certain additional administrative approvals contemplated in connection with the development of Project and the construction of improvements located on the Property;

I. **WHEREAS**, Enoch City, acting pursuant to its authority under Utah Code and applicable ordinances, has made certain determinations with respect to the proposed Project and, in the exercise of its legislative discretion, has elected to process and approve the use, density, general configuration and development standards for the Project, resulting in the negotiation, consideration and approval of this Development Agreement after any and all necessary public hearings;

J. **WHEREAS**, the Enoch City Planning Commission and the Enoch City Council have found that this Development Agreement:

- i. complies with the City Ordinance 12.1200.1203;

- ii. meets the spirit and intent of the applicable codes and regulations; and
- iii. promotes the health safety, prosperity, security, and general welfare of the inhabitants and tax payers of Enoch City

K. **WHEREAS**, the Property is currently zoned R-1-11;

L. **WHEREAS**, upon approval of this Agreement in accordance with Enoch City ordinances, the Project, which will be built in multiple phases and will include features, amenities, areas, and uses as generally depicted on the Conceptual Plan as replaced hereafter by the Master Plan, including but not limited to: (i) water retention areas; (ii) ponds; (iii) off-street vehicle storage; and (iv) the residential areas with various densities ranging from 1.5 acre lots to apartments; (collectively, the “Planned Uses”) as shall hereafter be more fully set forth in the Master Plan.

M. **WHEREAS**, upon completion, dedication, and acceptance of the infrastructure, the City is willing to provide the necessary public services to the Development Property, upon certain conditions as outlined in City ordinances and in accordance with the terms included herein; and

N. **WHEREAS**, the Parties desire to enter into this Agreement to implement applicable City regulations and conditions of approval, to memorialize the covenants and commitments of the Parties regarding the Project, and to give effect to applicable state and municipal law, including the limitation that, to the extent this Agreement does not address a matter, the Parties remain subject to Title 10, Chapter 20 and City’s ordinances governing land use regulations.

NOW, THEREFORE, in consideration of the foregoing and the promises, conditions covenants and terms described herein, the Parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The recitals set forth above are incorporated fully into this Agreement as if fully set forth herein.

2. **Definitions.** Capitalized terms used herein shall have the meaning given them in this Agreement and if not otherwise defined herein, within State Code or the City’s ordinances, shall have the plain and ordinary meaning within the context they appear. If there is a conflict between the Agreement text, any exhibit, code requirements, or other documents, the more specific terms shall apply or as otherwise reasonably required by Enoch City. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

- a. “Administrative Amendment” means any amendment to this Development Agreement that is not a Substantial Amendment, as that term is defined herein. City’s building official may approve any Administrative Amendment to this Development Agreement in behalf of the City. The term “Administrative Amendment” specifically includes, but is not limited to, changes to the Master Plan which are necessary (i) to

assure that development is occurring on land best suited for that purpose, (ii) to accommodate the final design of recreational facilities, amenities, and areas, (iii) to allow the location and construction of roads to serve the subject property in accordance with development standards, and (iv) to refine the proposed boundaries of various residential densities, commercial, or mixed use areas. Administrative Amendments may include refinements to amenity locations, minor roadway alignment adjustments, and boundary refinements between planning areas, provided the modification remains consistent with the intent of the approved Master Plan and applicable City standards.

- b. "Agreement" means this Development Agreement, including all exhibits hereto, which are specifically incorporated herein by this reference. All rights and obligations of this Agreement shall be binding upon all successors in interest to the parties to this Agreement. This Agreement is intended to run with the land subject to Sections 14, 15, and 33 and shall be recorded with the Iron County Recorder against the property legally described in Exhibit "A".
- c. "City" means Enoch City, a political subdivision of the State of Utah.
- d. "City Engineer" means the City Engineer or such other licensed engineer designated by City to review and approve public improvement plans and related engineering matters.
- e. "Complete Land Use Application" means a land use application that is submitted in a form that complies with the requirements of Enoch City's applicable ordinances and for which all applicable fees have been paid, consistent with Utah Code Ann. §10-20-902.
- f. "Conceptual Plan" means a preliminary planning document, drawing, or exhibit intended solely to illustrate the general layout, character, density, land use relationships, circulation patterns, open space, and anticipated components of the Development as proposed by Developer. The Conceptual Plan is for illustrative and reference purposes only, is not a final engineering or construction document, and shall not, by itself, create any vested right, entitlement, or obligation on the part of the City to approve any particular use, density, configuration, phase, improvement, or application. The Conceptual Plan is subject to further review, revision, refinement, and approval by the City through the Master Plan, phased development applications, and all other applicable land use, zoning, subdivision, engineering, and permitting processes required by City ordinances and applicable law.
- g. "Developer" means BOOTS DEVELOPMENT LLC, a Utah limited liability company, or its successors and assigns. As a Member of Developer, Kent Frei has authority to act for Developer and sign this Development Agreement.
- h. "The Development", "Swiss Master Development Plan", and "Project" mean the Swiss Master Development Plan planned Project and further legally described in

Exhibit “A” and depicted in Exhibit B, which is attached hereto and incorporated herein, with those portions within the boundaries of Enoch City to be governed according to its ordinances and this Agreement.

- i. “Development Activity” means any construction, expansion, and excavation of a Development Area, building, structure, lot, or use, any change in use of a building or structure, or any changes in the use of land that creates additional demand and need for public facilities.
- j. “Development Area” means an area within the Project that holds the potential of being developed by Developer, or Developer’s successors or assigns, into one or more separate areas within the Project for residential development, such as subdivisions, or multiple lots within a subdivision phase. Development Areas are not necessarily designated in the Master Plan, but may be designed and designated as such at a later date.
- k. “Electrical Power Supplier” means Rocky Mountain Power or any other electrical power supplier who may provide electrical power service to the area of the City where Development is located now or in the future.
- l. “Final Plat” means a final plat of a residential subdivision to be constructed as a Project Area or Phase within a Development Area which, after approval by the City, is to be recorded in the Official Records on file in the Office of the Recorder of Iron County, State of Utah.
- m. “Land Use Application” means any application for development within the Project submitted to City by Developer or any Sub-Developer subsequent to the execution of this Agreement.
- n. “Master Plan” means the general development configuration of the Project which shall be substituted for the Conceptual Plan currently attached hereto as Exhibit “B” and incorporated into this Agreement, as approved by the City. The Master Plan shall show the general configuration of the 279.54 acres involved in this project, including the general location of amenities, improvements, roads, open space, uses, and development, as it may be modified in accordance with this Agreement, state law and City Ordinances. The Master Plan shall be submitted prior to approval of the first phase of the Development.
- o. “Modification Application” means the application and process prescribed for modifying this Agreement or the Master Plan under Section 8.
- p. “Design Standards” means those development and design standards set forth in this Agreement, those set forth in the City’s Land Use Ordinances, and the applicable Covenants, Conditions, and Restrictions which will be created hereafter.
- q. “Project Area” or “Phase” means the area of the Project where Developer has specific

authorization through final plat approval by the City to commence Development Activity on The Property. It is anticipated that Developer will complete this Project in phases based upon market conditions. Each Project Area or Phase will require authorization from City to ensure compliances with this Agreement.

- r. "Planning Commission" means the Enoch City Planning Commission.
- s. "Project Improvements" public means facilities and improvements required to serve the Project and attributable to Development Activity within the Project, including without limitation streets, sidewalks, curb/gutter, water lines, sewer lines, storm drainage, and related appurtenances, to the extent required by City standards..
- t. "The Property" or "Subject Property" means the real property included within the legal description attached hereto as Exhibit "A", which is incorporated into this Development Agreement by this reference. No other property may be added to the legal description of the Project for the purposes of this Development Agreement, except by written amendment.
- u. "Residential Property" means those portions of the Property that will be located within a proposed Project Area or Phase, which is designed, intended to include, or partially include, by a "dwelling unit" as that term is current defined in Enoch City Ordinance 12.200.206(73). It is intended that the Project will have Residential Properties including town home lots and single-family residential properties comprising an overall project density of 3.02 residential units per acre in Enoch City.
- v. "Sub-Developer" means any person, entity, group or association responsible to design, engineer, entitle, construct and market a Development Area, or any part thereof, with or without structures or Dwellings thereon.
- w. "Substantial Amendment" means any amendment to this Agreement or the Master Plan that is not an Administrative Amendment, including any amendment that: (i) increases the Maximum Residential Density approved for the Project; (ii) adds a new land use category not previously approved; (iii) materially reduces required public improvements, open space, amenities, or public service commitments; (iv) materially changes the approved proportion between Low Density Residential Product and High Density Residential Product; (v) materially changes approved phase sequencing; (vi) materially increases impacts on traffic, drainage, utilities, fire protection, parks, or other public facilities; or (vii) otherwise requires legislative approval under City ordinance or Utah law."

3. Summary of Swiss Master Development Plan. Swiss Master Development Plan is planned as a phased master planned PUD project community which upon full build out will include a residential community development on 279.54 acres of land located in northern Enoch City, northwest of the Pine View Estates Subdivision. The Project will include single-family residential housing with 1.5 acre, 10,000 sq. ft., and 9,000 sq. ft. lots, as well as higher density housing through 4-plexes, twin lots, and townhomes. The project will also include two

commercial development pods, two ponds, and required open space. It is anticipated that the Project will be split into multiple Development Areas, which may be further divided into Project Areas or Phases. Developer will oversee and/or coordinate the design and construction of all on-site infrastructure and amenities necessary for the Project. Developer may construct Development Areas, Project Areas, and Phases, or use a sub-developer. Sub-developers shall be bound by and shall cause its employees and agents to act in accordance with the terms of this Agreement. Maximum Density overall project density of four (4) residential units per acre in Enoch City.

4. Applicable Laws and Regulations. The Project shall comply with applicable federal, state, and local laws and regulations, including City's Land Use Regulations and applicable building and safety codes. Nothing in this Agreement is intended to authorize any use or density that is prohibited under City's land use regulations, except as authorized by this Agreement, unless and until processed and approved in the manner required by Utah law and City ordinances.

5. City Master Plan and Utility Infrastructure. Developer shall design, construct, install, each Phase and complete the Project in substantial conformance with the City's adopted Master Plan, the approved Project Master Plan to be adopted and approved by Developer and City, and substituted in Conceptual Plan referenced in Exhibit "B", all applicable phase approvals, and the City's utility infrastructure requirements, engineering standards, plans, specifications, standard drawings, ordinances, and other applicable development requirements, as the same may apply to the Project. Developer shall be responsible, at its sole cost unless otherwise expressly provided in this Agreement, for coordinating with the City regarding the timing, design, capacity, location, engineering, and installation of all required water, culinary, secondary, sewer, storm drainage, roadway, power, communication, and other public utility improvements necessary to serve the Project. No development, plat, permit, or phase of construction shall proceed unless adequate utility infrastructure is available or is being provided in a manner approved by the City, and Developer shall ensure that all improvements are properly engineered, sized, phased, and constructed in accordance with applicable City engineering standards so as to be compatible with the City's existing and planned public infrastructure systems and to avoid adverse impacts on public facilities or service levels.

6. Findings and Authority. The Enoch City Council, having received the recommendation of the Enoch City Planning Commission regarding the Project, authorizes and approves this Development Agreement, and finds as follows:

- a. This Development Agreement has been reviewed and approved by City in accordance with the requirements of the Enoch City ordinances and State law.
- b. This Agreement is consistent with City's General Plan and applicable zoning and development standards, as modified by the PUD approvals, and advances City planning and housing objectives while requiring Developer to construct necessary project-related improvements.
- c. The development of the Swiss Master Development Plan pursuant to this Agreement

is expected to result in significant planning and economic benefits to and will further the health, safety, orderly development, and general welfare of City and its residents.

7. Reliance by the Parties. City acknowledges that Developer is relying on the execution and continuing validity of this Development Agreement, the Master Plan, the conditions set forth in this Agreement, and the land use entitlements derived from this Agreement. In reliance of this Development Agreement, Developer has expended substantial funds in the planning, design and engineering for Swiss Master Development Plan, and will continue to expend substantial funds in the planning and actual construction of the Project. Conversely, Developer acknowledges that City is relying on the execution and continuing validity of this Agreement and Developer's faithful performance of its covenants and obligations under this Agreement and the Master Plan in granting the land use entitlements contained herein.

8. Purpose; Authorization to Develop. The Parties desire that the City have reasonable certainty concerning the manner in which the Project will be developed, and that the Developer will have reasonable certainty in proceeding with the development of the Project. Throughout this Agreement, Developer, and Developer's successors and assigns agree to comply with the terms of the Master Plan as accepted by the City, and this Agreement, and in exchange, City authorizes Developer and Developer's successors and assigns the right to develop Swiss Master Development Plan as set forth in the Master Plan and this Agreement.

9. Binding Effect of Approvals. City may enact or amend land use regulations at any time, and nothing in this Agreement limits City's authority to do so. However, to the extent Developer submits Complete Land Use Applications, Developer is entitled to substantive review and approval in accordance with Utah Code Ann. §10-20-902, subject to the exceptions stated in that statute and other applicable Utah law, as follows:

- a. Zoning. The authority granted to Developer and Developer's successors and assigns, to develop Project with the uses and densities approved herein, will not be prohibited by subsequent City action which is inconsistent with the approvals granted by this Development Agreement. All future Land Use Applications shall be processed under applicable Land Use Regulations and Utah law.
- b. Building Permits. Any person or entity applying for a building permit within the Project shall be subject to the building, electrical, mechanical, plumbing, fire codes and other safety codes and City ordinances relating to the construction of any structure in effect when a person or entity files with City a complete application for such a permit.
- c. Development Application Denials; Meet and Confer. Complete Land Use Applications shall be processed in accordance with applicable Utah law, City ordinances, and this Agreement. If the City denies any Development Application, subdivision plat, site plan, permit, or other approval required for a Phase, the City shall provide written notice of the denial and, upon written request and to the extent reasonably available, provide the written decision, staff report, minutes, or recording

relating to the denial. Upon written request made within fifteen (15) days after notice of denial, the City and Developer shall meet and confer in good faith within fifteen (15) business days, or as soon thereafter as reasonably practicable, to review the denial and determine whether the issues may be resolved through revisions to the application or additional information. Nothing in this Section waives or extends any appeal deadline except as expressly provided by applicable ordinance or by a written tolling agreement executed by the parties.

10. Process for Modifying the Swiss Master Development Plan Master Plan.

- a. Intent. City and Developer acknowledges that the Swiss Master Development Plan Master Plan contains generalized depictions regarding long-term development of the Project and that refinements may be necessary as engineering, market conditions, and phasing evolve. City recognizes that owners of the Subject Property may need to change the configuration of uses shown or described in the Master Plan to reflect future changes, and so long as such changes do not require the City to relocate, without compensation, public infrastructure which have been constructed or which adversely impact other public infrastructure depicted and planned in the Master Plan, as reasonably determined by City, the City will work with Developer to facilitate such changes.
- b. Requested Modifications. After approval of this Development Agreement, Developer may request modifications to the Master Plan and/or this Agreement as follows:
 - i. *Administrative Amendment.* Developer may request an Administrative Amendment to the Master Plan or this Agreement only if the requested change qualifies under applicable Utah law, this Agreement, and City ordinances. An Administrative Amendment may approve minor refinements to the configuration of uses, roads, utilities, open space or phase boundaries, and provided that the requested changes are not a Substantial Amendment. Transfers of density from one part of the Project to another shall be considered an Administrative Amendment, except as set forth in paragraph 11.m. below. An amendment to the Master Plan that seeks to add additional property to the Project, but only increases the allowed number of units proportional to the acreage added, and thus maintains the same average overall density for the Project, shall be considered an Administrative Amendment. Any requested modification that qualifies as an Administrative Amendment shall be submitted to, reviewed by, and processed through the City's administrative staff in accordance with the procedures and direction established by the City.
 - ii. *Legislative Amendment.* Any proposed modification that is not an Administrative Amendment, including but not limited to any amendment that increases Maximum Residential Density (except as allowed as an Administrative Amendment due to an addition of land to the Project), adds land uses, materially changes the approved housing mix, materially changes phase sequencing, materially reduces open space or required public improvements, or materially

increases traffic, drainage, utility, or public service impacts, shall be a Substantial Amendment and shall require approval by the City Council in accordance with applicable law.

- c. Submittal of Modification Application. If Developer or its successors and assigns, desire to amend the Master Plan or this Development agreement, Developer shall provide City's designated staff or building official with a written request for the modification noting whether Developer is pursuing an Administrative Amendment or Substantive Amendment, a copy of the proposed modification (to the Master Plan and/or this Development Agreement), and a supplemental summary containing a brief description of the changes made by the proposed amendment explaining the purpose and impacts of the requested change (including impacts on density, uses, public improvements, open space, engineering changes, and utilities).
- d. City Acceptance of Modification Application. City shall review the Modification Application for completeness and, within a reasonable time consistent with City ordinances, notify Developer of missing information or objections. No Modification Application shall be deemed approved by lapse of time alone, but City shall make reasonable efforts to provide a response to Developer within fifteen (15) business days; approvals must be in writing and signed by the authorized City representative(s).
 - i. If City's building official determines the requested amendment is within the scope of an Administrative Amendment, complies with engineering standards and does not require legislative approval, the building official will notify Developer in writing that the Administrative Amendment is approved by City.
 - ii. If the proposed amendment is not within the scope of an Administrative Amendment, the proposed modification must be approved by the City Council. If City determines applicable law requires further public hearing or procedure to be followed, the Parties agree to follow said procedures as expeditiously as possible.
 - iii. If Developer has requested a Substantive Amendment and/or if City has determined that a requested amendment does not qualify as an Administrative Amendment, City's legislative body will review requested modifications as expeditiously as possible. If City's legislative body denies a Substantive Amendment, City shall specify in writing with sufficient detail the reasons for denying the Substantive Amendment. Developer and City shall utilize the same meet and confer process as contained in 9(c) *supra*.
- e. Mediation. If City denies a requested Administrative Amendment or Substantial Amendment, and the Parties have met and conferred in good faith and if not resolved, either Party may request mediation with a mutually acceptable mediator, with mediation costs shared equally.

- f. Arbitration. If the City and Developer are unable to resolve the issues via mediation pursuant to the preceding Subsections, then upon mutual stipulation of the Parties, the Parties shall attempt within seven (7) days to appoint a mutually acceptable land use planning expert to arbitrate the terms of the Modification Application. The party requesting the arbitration shall pay the fees to initiate the arbitration. If the Parties are unable to agree on a single acceptable arbitrator, they shall each, within seven (7) additional days, appoint their own individual land use planning expert. These two land use planning experts shall, between them, choose the single arbitrator within the next seven (7) calendar days. The chosen arbitrator shall within fifteen (15) days, review the positions of the Parties regarding the Modification Application and issue a decision. The arbitrator shall ask the prevailing party to draft a proposed arbitration award for consideration and objection by the other side. Upon adoption by the arbitrator, after consideration of such objections, the arbitrator's award shall be final and binding upon both Parties and shall constitute an approved modification of the Master Plan. As part of the arbitrator's decision, the arbitrator shall determine the payment of the arbitrator's costs based on the success or failure of each party's position in the arbitration. All arbitrations arising under this Agreement shall be conducted in compliance with Utah Arbitration Act (Utah Code Ann. § 78B-11-102 *et seq*). If a stipulation to arbitration is not mutually agreed, then either Party may pursue available legal remedies. Nothing in this Section waives any defenses, immunities, (including but not limited to any protections afforded the City under the governmental immunities act) or statutory requirements applicable to City.

11. General Conditions of the Swiss Master Development Plan Master Plan. As part of the Master Plan, Developer will abide by the standards set forth in City ordinances. More specifically, the following general development conditions and guidelines for the Project shall apply to the Subject Property:

- a. Maximum Development Area. The Project and the entitlements granted by this Agreement shall be limited to the Subject Property described in Exhibit "A". No additional property may be added without a written amendment approved under Section 35.
- b. Maximum Residential Density. The Subject Property shall contain a maximum density of 4 residential units per acre or 1106 Units, exclusive of any internal accessory dwelling units constructed according to then-applicable ordinance. Modification increasing density beyond that which is identified in this section is a Substantial Amendment and must be approved by the City.
- c. Open Space. The Project must contain no less than twenty percent (20%) open space in the Master Plan, or 55.91 acres, subject to refinement through Phase approvals. Open space intended to be private (including HOA-owned trails, parks, structures and drainage basins) shall be clearly designated on plats and governing documents, and shall be maintained by the owner/HOA unless accepted by City in writing. Any land under HOA ownership containing trails, parks, HOA facilities, structures or drainage

basins that are without residential structures, not including roads or residential single-family lots, are included in calculation open space acreage. The parcel to be donated to the City for recreational use pursuant to paragraph 12.c. below shall also apply toward this requirement.

- d. Landscaping. Landscaping for single family residential lots shall comply with all City ordinances, including 12.300.323, and applicable phase approvals at the time of Application for any project phase, and, except for improvements dedicated to the City, any open space shall be maintained by the HOA in accordance with HOA standards, which shall in no event be less than the minimum standards required by the City. Landscaping requirements shall be set by the underlying zones unless otherwise agreed in the Master Plan or approved by the City in any specific phase, and U.C.A. §10-20-807.
- e. Lot Widths and Setbacks. Notwithstanding the requirements of City ordinances, for residential lots in the Project, Lot widths shall be a minimum of forty-five feet (45'), and shall have minimum front yard setbacks of twenty feet (20'), and minimum side yard setbacks of five feet (5'). All other provisions of City ordinances regarding minimum lot dimensions and setbacks shall apply.
- f. Multi-Family Development Specific Standards. The following Master Plan conditions shall apply to any portion of the Project that includes multi-family housing:
 - i. *Fences.* Any multi-family housing in the Project shall have a six-foot (6') sight-obscuring perimeter fence. Fences shall be set back a minimum of 10 feet from the right-of-way line of a dedicated street. The fenced setback area shall be landscaped. Where the front of a unit faces a dedicated public street, a fence is not required if the property is landscaped parallel with the face of the structures or the required setback.
 - ii. *Parking.* The Project will include one (1) off-street parking space per bedroom, which parking spaces include limited, common, private or public driveways, carports, garages, and parking lots. The Project will also include one (1) additional off-street parking space for every three (3) residential units. Private driveways will be a minimum of nine feet (9') by eighteen feet (18') to count as one (1) parking space.
 - iii. *Landscaping.* Any multi-family housing must have landscaping completion for any phase, or financial assurances approved by the City, prior to approval to develop the next subsequent phase of any multi-family housing and shall be completed within one (1) year of receiving a certificate of occupancy whichever is earlier. Landscaping shall be completed in accordance with City Ordinances, including 12.300.323.
- g. Single Family Residential Standards. The following Master Plan conditions shall apply to any portion of the project that includes single family residences.

- i. *Parking.* Parking spaces for single family residences in the Project shall include off-street parking in accordance with City Ordinances.
 - ii. *Curb and Gutter.* All streets, curb and gutter shall be in accordance with City's Ordinances and engineering standards.
- h. Development Areas, Districts, Densities, and Uses. The maximum residential density referred to above may be allocated throughout the Project in multiple different Districts and Development Areas containing varying levels of residential uses. The locations and layout of various districts, residential areas, open space, uses, infrastructure, and various amenities is generally identified on the Master Plan which shall be submitted and approved by the City prior to approval of the first phase of development for the Project. However, it is intended by the Parties that there be a level of flexibility in the final location and size of uses of these areas within the Subject Property. Accordingly, the boundaries, intensity of use and size of Districts and Development Areas and may be modified pursuant to the provisions of this Agreement. Any adjustment must be processed as an Administrative Amendment or Substantial Amendment under Section 10, and must remain within the maximum density and land use approvals established by this Agreement and applicable City ordinances.
- i. Phasing and Concurrent Housing Mixture Development. City acknowledges that Developer intends either to develop individual Development Areas itself or convey Development Areas to various Sub-Developers for development. Accordingly, City may receive multiple land use applications for areas within the Subject Property. The Project shall be developed in phases substantially in accordance with a Phasing Plan approved by the City and attached as Exhibit "C" (the "Phasing Plan") to be established prior to, or concurrent with, submission of the Master Plan, as the same may be amended only in accordance with this Agreement. The approved housing mix shown on the Master Plan as hereafter submitted, including the proportion between Low Density Residential Product and High- Density Residential Product, is a material term of this Agreement.

For purposes of this Agreement, "Low Density Residential Product" means single-family detached residential lots or units shown on the Master Plan, and "High Density Residential Product" means townhomes, multifamily units, or any other residential product designated on the Master Plan as high density or having a density greater than the approved single-family detached areas.

Low Density Residential Product and High Density Residential Product shall be developed contemporaneously. The cumulative percentage of approved, permitted, or occupied High Density Residential Product shall not exceed the cumulative percentage of approved, permitted, or occupied Low Density Residential Product, respectively, by more than seventy-five (75%) percent, or a 3-1 ratio, (i.e., development of 75 high density multi-family residences shall require a minimum 25

low density residences). For purposes of measuring compliance under the preceding sentence, the final plat approval for High Density Residential Product shall be measured against recorded final plats for Low Density Residential Product; or such other milestone as shown in the Master Plan and Phasing Plan as noted in Exhibit “C”.

If approval of a final plat for High Density Residential Product would cause the Project to exceed the permitted proportional relationship established by this Section or Exhibit “C”, the City Administrator may deny, condition, continue, or withhold such approval until the Developer restores compliance. The concurrency requirements of this Section may be restated in applicable phase approvals, plats, permits, or other written approvals for clarity of administration and enforcement.

- j. The parties shall coordinate the timing of utility extensions and public improvements so that each phase proceeds in a logical sequence and the public facilities required to serve the phase are installed, accepted, or financially secured in accordance with applicable law and City standards before recordation of a final plat or issuance of building permits for that phase.
- k. Nothing in this Section shall obligate the City to approve a phase, plat, permit, or certificate of occupancy that does not otherwise comply with applicable law, City Ordinances and Engineering standards, or this Agreement.
- l. City may require (as part of Phase approvals) that required public improvements, utilities, and public facilities needed to serve the Phase be constructed, accepted, or financially secured in accordance with City subdivision and public improvement standards before recordation of a Final Phase Plat and/or issuance of building permits for that Phase. Unless a phasing sequence is required in this executed development agreement, City shall accept and process Complete Land Use Applications consistent with Utah Code Ann. §10-20-902.
- m. Restrictive Covenants. Several Sub-Developers and contractors, in addition to the Developer may be designing and constructing Public Facilities and private improvements upon different Development Areas at the same time. The Parties recognize the importance of ensuring consistency and continuity in the Project as it develops. Therefore, Developer shall prepare and record applicable covenants, conditions and restrictions (“CC&Rs”), the Master Plan, and development guidelines for the Project or that Phase, establishing a mechanism (HOA or similar) for ownership and maintenance of private open space, private amenities, stormwater facilities not accepted by City, private roads (if any), and other private improvements. CC&Rs shall not conflict with City ordinances or this Agreement.
- n. Variance in Residential Planning Area Densities; Transfers of Units. The Parties acknowledge that the location of approved residential density may require some limited adjustment as engineering and market conditions evolve. Any proposed transfer of residential units or density between Residential Planning Areas,

Development Areas, or phases shall be expressly identified in the applicable application and shall include an updated density accounting statement and shall be allowed and approved as an Administrative Amendment, provided the Maximum Residential Density of the Project is not exceeded. Notwithstanding this, no transfer of density, boundary adjustment, or change in intensity of use may be approved as an Administrative Amendment if the proposed change: (1) materially alters the approved proportion between Low Density Residential Product and High Density Residential Product; (2) materially advances or delays the phasing of High Density Residential Product relative to Low Density Residential Product; (3) materially increases demands on traffic, drainage, utilities, fire flow, parks, schools, or other public facilities; (4) materially reduces open space, amenities, or required public improvements; or (5) otherwise constitutes a Substantial Amendment under this Agreement or Utah law. No density variance or transfer shall be deemed automatically approved. The City may approve a density transfer only if the City determines, in writing, that the proposed transfer: (A) does not increase the Maximum Residential Density approved for the Project; (B) remains consistent with the Master Plan as modified by any approved amendment; (C) does not violate the phasing and concurrency requirements of Section 8.9(g); (D) is supported by adequate public facilities and infrastructure; and (E) complies with applicable law and City ordinances. Each final plat seeking to use transferred density shall contain, in a conspicuous note approved by the City, the total Maximum Residential Density for the Project, the number of units proposed on the plat, the source and destination of any transferred density, and the balance of remaining units available after approval of the plat.

- o. Phase Application Package. Each application for approval of a Phase, to the extent applicable to the Phase and unless waived in writing by the City because not relevant to the particular Phase, shall include: (i) a preliminary and/or final plat or site plan; (ii) engineered public improvement plans, profiles, and specifications; (iii) grading, drainage, stormwater, and erosion-control plans; (iv) water, sewer, storm drain, roadway, sidewalk, trail, and utility plans; (v) a fire flow and fire access analysis and any hydrant plan required by the applicable fire authority; (vi) geotechnical, soils, or drainage reports required by City ordinance, the City Engineer, or other applicable law; (vii) landscaping, open space, amenity, fencing, lighting, and sign plans; (viii) proposed CC&Rs, HOA or association documents, and maintenance provisions applicable to the Phase; (ix) easement documents, off-site improvement plans, and access approvals required to serve the Phase; (x) a phasing schedule identifying the public improvements to be completed or financially secured to serve the Phase; and (xi) such other application materials expressly required by City ordinance, City engineering standards, or this Agreement. A Phase application shall not be considered complete unless the materials required by this Section, to the extent applicable, have been submitted
- p. Retained Right to Appeal Adverse Land Use Decisions. Any decision by City which is adverse to the Developer, its successors and/or assigns, regarding a development application, subdivision plat or amendment, certificate of compliance, conditional use, variance, building permit or any other approval required from City may be

appealed as provided in City's Land Use Ordinance and applicable State law.

12. General Rights and Responsibilities of Developer.

- a. Right of Development and Assignment. Developer's right to proceed with development under this Agreement is expressly conditioned on Developer obtaining all required City approvals and financial assurances. No right shall be deemed vested, and no standard shall be deemed fixed, solely by reason of (i) the execution of this Agreement or (ii) the submission of an application. Any vesting (if permitted and intended under this Agreement) shall occur only upon satisfaction of applicable conditions precedent, which may include, as applicable to the phase or approval at issue: (a) City acceptance of the applicable application as a Complete Application, (b) issuance of the final discretionary approval for the applicable phase (e.g., final plat/site plan) in writing, (c) payment of applicable fees, and (d) completion of required public improvements for the applicable phase and City acceptance thereof, or the posting of financial security in a form and amount acceptable to the City when security is authorized in lieu of completion. It is expressly understood by the City that Developer may assign all or portions of its rights under this Agreement provided that such assignees agree to be bound by the terms of this Agreement, including following the Master Plan, this Agreement and the City's Land Use Ordinances and Enoch City's engineering standards.
- b. Donation of Land for Public Recreation Use. Developer agrees to donate and dedicate to the City, a total of twenty-five (25) acres of land that the City may use for public parks or other recreational spaces. The land to be donated will be a single contiguous parcel, with access to current or future public streets, and identified by Developer in a location of Developer's choosing and approved by the City, which approval shall not be unreasonably withheld. The designation, donation and dedication of such parcel will occur not later than five (5) years following the date of this Agreement, and may be conveyed to the City by special warranty deed or through dedication by plat. In the event that Developer acquires additional land which is added to the Project by amendment to the approved Master Plan, and the donation required hereunder has not yet occurred, Developer may redesignate a substitute parcel to serve as the donation under this paragraph. The parcel so designated and donated shall apply toward the minimum requirement for open space in the Project as set forth in paragraph 11.c. above.
- c. Dedication of Public Facility Improvements. Except those facilities which are designated as private and approved by the City as such, Developer, its successors and/or assigns shall dedicate and convey all Public Facilities in the Project to the City at such time as those improvements are inspected by the City and accepted as complete in accordance with the terms herein, and subject to infrastructure warranties. Said dedication shall reserve for the benefit of Developer, its successors and/or assigns, all capacity in said Public Facility improvements that is necessary for the Project; provided, however, that the City may manage said Public Facilities so as to achieve operating efficiencies as the City may determine. This Subsection shall not

apply to any upsizing of Public Facility improvements required, and paid for, by the City. If the City requires and pays for any upsizing of any Public Facility improvements, all additional capacity in excess of that required for the Project shall be dedicated and reserved for the benefit of the City. The Parties agree that upon completion of construction (as determined by the City's Engineer) and dedication of any Public Facility improvement to the City, the City will accept said dedications. City's acceptance of any dedication shall be in compliance with the City's Ordinances and engineering standards adopted at the time of submission of a final application by Developer (and may be conditioned upon receipt of as-built drawings, testing results, warranty/security, and other closeout documentation required by City standards) as well as infrastructure warranties as required by City Ordinances and this Agreement. Dedication and acceptance of public facilities shall be free of liens and encumbrances. Until acceptance, Developer shall be responsible for operation and maintenance of the improvements.

- d. Improvement Completion Assurance; Warranty; Inspections and Closeout. Before recordation of a final plat or issuance of building permits for a Phase, as applicable under City ordinance and Utah law, Developer shall complete or provide improvement completion assurance for the public improvements and Project Improvements required to serve that Phase, in a form and amount authorized by Utah law and City ordinance. If an off-site, upstream, or cross-phase improvement is required to serve a Phase, the required assurance shall include that improvement notwithstanding that the improvement is located outside the boundaries of the Phase then being platted or built. No public improvement shall be deemed accepted until inspected and accepted in writing by the City after submission of applicable test results, as-built drawings, warranties, operation and maintenance information, and other closeout documentation required by City standards. Developer shall remain solely responsible for operation, maintenance, repair, and replacement of public improvements and Project Improvements until final written acceptance by the City. Developer shall provide warranty security for accepted public improvements in the amount and for the duration required by City ordinance and applicable law. The City may grant partial releases or phase-specific releases of improvement security in its reasonable discretion upon substantial completion of the applicable improvements, provided adequate security remains in place for unfinished work, corrective work, and warranty obligations.”
- e. Development Access. All roadways accessing or which are located within the Property as shown on the Master Plan in Exhibit “B” will be constructed by Developer, unless otherwise stipulated by City or mutually constructed by Developer and City. Except as specifically noted in the Master Plan, all roadways accessing or servicing the Development Property are intended to be public roadways, shall be constructed to City standards, and upon completion of construction shall be dedicated to the City, subject to approval and acceptance by the City. Upon dedication and acceptance, the City shall be responsible for the maintenance, repair, and replacement of all such roadways in accordance with the City's standard practices and procedures for maintaining similar infrastructure throughout the City, subject to the use or

applicability of any required warranty bond or other assurance in place. The Developer shall provide one fully developed and fully accessible public roadway to serve as ingress to and egress from the Development from the commencement of development. Upon the construction of 80 residential structures, a second fully developed and fully accessible public roadway shall be available to serve the Development.

13. General Rights and Responsibilities of City

- a. Reserved Legislative Powers. Nothing in this Agreement shall be construed to limit City's authority to enact or amend land use regulations or to take other actions authorized by law, and City does not waive any such authority by entering into this Agreement. Any vesting or entitlement is only as provided under applicable Utah law and the express written approvals issued by City.
- b. Public Facility Costs. Developer, its successors and/or assigns shall bear the entire cost of designing, constructing, and installing the Public Facilities known as Project Improvements needed to service the Subject Property, as determined under City standards and applicable Land Use Approvals, including any required bonding or financial security required by City ordinance for subdivisions and public improvements.
- c. Compliance with City Requirements and Standards. Except as provided herein, Developer acknowledges it shall comply with all applicable ordinances, resolutions, policies and procedures and construction guidelines of City necessary for approval of subdivision plats, site plans, conditional use permits, building permits, construction permits, grading permits, etc. for Development Activities conducted within the Subject Property in effect at the time the land use approval is sought, subject to vesting statutes for Complete Land Use Applications.
- d. Engineering Review and Coordination. All public improvements and Project Improvements, including water, sewer, stormwater, roads, utilities, drainage facilities, fire-flow infrastructure, off-site improvements required to serve the Project, and all engineering plans and specifications related thereto, shall be coordinated with and subject to review and written approval by the City Engineer and, where applicable, the City's Public Works Director throughout design, construction, testing, closeout, and dedication. City review or approval shall not relieve Developer, its engineer, contractors, or sub-developers from responsibility for design adequacy, code compliance, construction means and methods, or completion of the work in accordance with this Agreement and applicable law. The City Engineer is not the Developer's engineer, and Developer shall retain, at its expense, such licensed design professionals as are necessary for the Project.
- e. Public Financing Cooperation. City and Developer may, subject to applicable law, cooperate in exploring and pursuing the creation of public infrastructure districts (PIDs) or special assessment areas (SAAs) in connection with financing sewer

infrastructure and other public facilities within the Swiss Master Development Plan (the “Public Financing Cooperation”). Developer may submit requests and/or applications for City sponsorship or support in connection with such financing options; however, City makes no representation, warranty, or guarantee that (a) City will approve, sponsor, or participate in any PID, SAA, or other public financing, or (b) any application or financing proposal will be approved, accepted, issued, or successfully completed by any governmental entity, authority, or third party.

14. Specific Rights and Responsibilities of the Parties. The following Section will address and outline the specific rights and responsibilities of the Parties as to the construction and the perpetual operation and maintenance of various types of Public Facilities that will be located within or near the Subject Property for the benefit of the Project and its residents as well as members of the public at large in some instances.

a. Sanitary Sewer Service and Facilities

- i. The Subject Property will be served by the public sewer system and public culinary water supply which shall be constructed in accordance with City standards, subject to available capacity and applicable fees. All sewer lines located in the streets of the City subdivision will be public sewer lines. Such lines may also convey wastewater from public and private lanes in the City limits. Developer shall design and construct all on-site and Project-related sewer and water improvements required to serve each Phase, consistent with City specifications and subject to City Engineer review and approval. If a lift station or other specialized facility is required to serve a Phase, Developer shall construct it at Developer’s expense, and (unless City expressly accepts it in writing) the lift station shall be privately owned and maintained by Developer/HOA with an easement granted to City for access as needed to protect the public system. Upon dedication of the public infrastructure, the same shall be free of all liens and encumbrances.

b. Transportation and Roads

- i. *Developer Obligations (Roads).* Developer shall design, fund, construct, or improve all roads within the Subject Property and identified in the Master Plan in accordance with City standards and the approved Phase plans.
 1. Dedication of Roads. Following completion of the construction of any roadway improvements shown in the Master Plan to City standards and satisfaction of closeout requirements, Developer and its successors and/or assigns shall dedicate public roads as reflected in the Master Plan to the City. Dedication may occur via the recording of a Final Plat for a subdivision or via a separate road dedication plat, as the circumstances may require, free of liens and encumbrances, but only as agreed upon and accepted by the City.

ii. *City Obligations (Roads).*

1. Acceptance of Dedication and Maintenance of Streets & Roads. City shall accept via dedication and maintain all public roads in the Project, so long as such streets are constructed to City's Specifications and Engineering Standards, and are dedicated without liens or encumbrances.
- c. Fire Protection and EMS Services. Swiss Master Development Plan is located within the service area of the Cedar City Fire Department (CCFD) and Gold Cross Ambulance. Developer will work with CCFD to ensure that all necessary fire protection water lines, hydrants, sprinkler systems, detection systems and apparatuses are present and installed in compliance with the CCFD specifications and standards and the International Fire Code within the Subject Property at the time of constructing a residential phase.
- d. Police Protection & Public Safety. Swiss Master Development Plan is located within the jurisdictional boundaries of the Enoch City Police Department and will receive service from said department.
- e. Electrical Power.
 - i. *Developer Obligations (Power).* Developer will work with Rocky Mountain Power or its assigns to design, and assist with construction, if necessary, of an electrical power transmission system to service the Subject Property.
 - ii. *City Obligations (Power).* City may, but is not obligated to, assist in obtaining easements or rights-of-way for public purposes if requested and if consistent with City policies and applicable law.
- f. Storm Water Drainage: Developer shall design and construct stormwater drainage, including pipe, inlet and outlet structures, manholes, and detention/retention basin. All stormwater facilities, including detention/retention facilities required for the Project shall be constructed in accordance with City engineering standards and shall be finished in a manner such that they are free of debris and weeds, and shall be landscaped appropriately in accordance with City Ordinances. Unless City expressly accepts said improvements in writing, stormwater detention/retention facilities shall be privately owned and maintained by Developer/HOA, with appropriate easements. City shall maintain public stormwater components that are within public streets (e.g., curb, gutter, inlets) only after acceptance of the related public improvements. Developer shall grant, and shall cause any applicable HOA or owners association to grant, easements reasonably acceptable to the City for access, inspection, emergency maintenance, and enforcement with respect to privately maintained stormwater facilities. The CC&Rs and association documents shall require the HOA or other responsible entity to inspect, maintain, repair, replace, and keep private stormwater

facilities in safe and functional condition at all times. If the City determines that a privately maintained stormwater facility is not being properly maintained or poses a risk to public health, safety, property, or the public stormwater system, the City shall give written notice to the party responsible for maintenance describing the deficiency and providing a reasonable cure period, except in an emergency the City may act immediately. If the deficiency is not cured within the time stated in the notice, the City may enter the property, perform or contract for the necessary work, and recover its actual reasonable costs from the responsible party, including through assessment rights, reimbursement obligations, or lien rights to the fullest extent allowed by law and the governing documents. Nothing in this subsection obligates the City to accept any privately constructed stormwater facility for ownership or maintenance.

- g. Non-City Agency Review. If any aspect of a Development Application is governed by or requires approval, certification, permit, concurrence, or technical review from a non-City agency or utility provider, including UDOT, public utilities, the fire authority, environmental agencies, or any other governmental or quasi-governmental entity, Developer shall timely notify the City of such submittals and promptly provide the City copies of the submissions and resulting approvals, comments, and conditions. The City may condition final City approval on Developer's compliance with required non-City agency conditions. The City shall not be responsible for delay caused by a non-City agency or utility provider. To the extent allowed by applicable ordinance, the City may grant a reasonable extension of any applicable project deadline where delay is caused primarily by a non-City agency and Developer is proceeding with reasonable diligence.

15. Term. The purpose of this Agreement is to ensure the planned and organized development of the Project through its full buildout. Accordingly, the term of this Agreement shall commence on the date this Agreement has been recorded in the Official Records on file in the Office of the Recorder of Iron County, State of Utah and shall continue for thirty (30) years, unless earlier terminated pursuant to Section 17, and shall automatically extend (without further action by the Parties) as reasonably necessary to allow completion of any Phase or public improvement obligations that are in progress and being pursued with reasonable diligence. City may require periodic status updates (no more than annually) regarding phasing and remaining obligations. The report shall identify, by Phase and by housing type, at a minimum: (i) final plats approved and recorded; (ii) residential lots and units approved; (iii) building permits issued; (iv) certificates of occupancy issued; (v) public improvements completed and accepted; (vi) public improvements under construction; (vii) public improvements covered by financial assurance; (viii) status of required off-site improvements; (ix) status of HOA or other association formation and maintenance obligations; and (x) demonstration of compliance with Section 11(h), including the then-current proportion between Low Density Residential Product and High Density Residential Product. City may review the report and Project progress at least once every twelve (12) months to determine compliance with this Agreement. City's failure to conduct an annual review shall not constitute a default or waiver by City. Failure by Developer to provide the annual report after written notice and reasonable opportunity to cure shall constitute a Default under this Agreement.

16. Successors and Assigns. This Agreement shall run with the land and be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. Developer may convey portions of the Subject Property; however, no transferee shall be deemed substituted for Developer as to obligations applicable to the transferred property unless the transferee executes a written assumption agreement in a form acceptable to City, and City receives written notice of the transfer. Developer shall remain liable for obligations accrued prior to an approved assumption and for any obligations expressly stated to survive transfer, unless City expressly releases Developer in writing. Any HOA, sub-association, or other entity responsible for private roads, private utilities, stormwater facilities, detention or retention basins, open space, trails, parks, landscaping, private amenities, or other private improvements shall be bound by this Agreement and by any maintenance, repair, replacement, reimbursement, access, and enforcement obligations relating to such improvements, notwithstanding any transfer of property, completion of a Phase, or expiration or termination of this Agreement. Developer shall cause the CC&Rs, plats, and other governing documents to reflect and implement these continuing obligations.

17. Default. Failure by a Party to perform any of the Party's obligations under this Agreement within a ninety (90) day period (the "Cure Period") after written notice thereof from the other Party shall constitute a default ("Default") by such failing Party under this Agreement; *provided, however*, that if the failure cannot reasonably be cured within ninety (90) days, the Cure Period shall be extended for the time period reasonably required to cure such failure so long as the failing Party commences its efforts to cure within the initial ninety (90) day period and thereafter diligently proceeds to complete the cure. Said notice shall specify the nature of the alleged Default and the manner in which said Default may be satisfactorily cured, if possible. Upon the occurrence of an uncured Default under this Agreement, the non-defaulting Party may institute legal proceedings to either: i) enforce the terms of this Agreement, or ii) terminate this Agreement. If the Default is cured, then no Default shall exist and the noticing Party shall take no further action.

- a. Breach by Developer - In the event Developer, its successors or assigns violates the terms of this Agreement, City may:
 - i. Elect to consider terminating this Agreement due to a Default by Developer, in which case the City shall give to Developer notice of City's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed public meeting no earlier than fifteen business (15) days in advance of said notice. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the City Council determines that a Default has occurred and is continuing, and elects to terminate this Agreement, City shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated. The Parties may thereafter pursue any and all remedies at law or equity.
 - ii. Without declaring a Default hereunder or electing to seek an injunction, and after ninety (90) days written notice to correct the violation (or such longer

period as may be established in the discretion of City or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such ninety (90) days and is continuing to use its reasonable best efforts to cure such violation), City may take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer.

- iii. During any default by Developer, City may immediately withhold approval of subsequent plats or permits for the affected Phase until compliance is achieved, or draw upon any financial assurance posted for public improvements (if applicable). City shall not be liable for any direct or consequential damages during any such delay or for any financial assurance demand.

- b. Claims Against the City; Administrative Exhaustion; No Monetary Damages. Any claim by Developer that the City has improperly denied, conditioned, delayed, or failed to act upon a land use application, or has otherwise breached this Agreement in connection with a land use decision, shall be pursued first through the applicable administrative appeal process required by City ordinance and Utah law. All available administrative remedies shall be exhausted before Developer seeks judicial review or other court relief. Except to the extent a monetary remedy is expressly required by applicable law, the Parties agree that declaratory relief, injunctive relief, mandamus, or specific performance are the only intended remedies for a claim by Developer against the City arising out of this Agreement, and Developer waives all claims for monetary damages against the City, including actual, future, speculative, incidental, economic, consequential, special, exemplary, or punitive damages. Nothing in this Agreement shall be construed to eliminate, shorten, or circumvent the City's administrative appeal process, judicial review standards, or any defense, immunity, or limitation available to the City under applicable law. City is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Sections 63G-7-101 et seq. Nothing in this Agreement shall be construed as a waiver of any defense, immunity, limitation of liability, notice requirement, or other protection available to City under the Governmental Immunity Act of Utah or other applicable law. All such defenses, immunities, limits, and protections are expressly reserved.

18. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by any Party for the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

19. Notice and Filings. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served in writing and delivered personally, sent by certified United States Mail, postage prepaid, or by a national express overnight delivery service, freight prepaid, if to:

If to City:

ENOCH CITY

c/o Enoch City Recorder
900 E Midvalley Rd,
Cedar City, Utah 84721

If to Developer:

BOOTS DEVELOPMENT LLC
385 Michael Circle
Santa Clara, UT 84765

or to such other addresses as either party hereto may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals and communication given by personal delivery or overnight delivery shall be effective upon receipt and if given by mail shall be deemed delivered 72 hours following deposit in the U.S. mail, postage prepaid and addressed as set forth above.

20. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

21. Headings. The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control the meaning or construction of any of the provisions hereof.

22. Further Acts. Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary to carry out the matters contemplated by this Agreement.

23. Time is of the Essence; Force Majeure. Except as otherwise provided in this Section, time is of the essence for this Agreement. If either party is delayed, hindered in, or prevented from the performance of any act required hereunder by reason or inability to procure materials, acts of God, failure of power, riots, insurrection, war or other reason of a like nature (other than labor disputes) not the fault of the Party delayed in performing work or doing acts required under this Agreement, then performance of such act will be excused for the period of delay and the time for the performance of any such act will be extended for a period equivalent to the period of such delay.

24. Binding Effect. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto, except as may be otherwise provided in this Agreement.

25. No Partnership or Third-Party Benefits. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Developer and the City. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

26. Entire Agreement. This Agreement, together with its exhibits and the Swiss Master Development Plan Master Plan and Plat shall constitute the entire agreement between the Parties pertaining to the subject matter hereof. All other prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are hereby superseded and merged herein.

27. Names and Plans. Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature developed, formulated or prepared by or at the request of Developer in connection with the Subject Property and the planned Project.

28. Good-Standing: Authority. The Parties warrant and represent as follows:

- a. Developer hereby represents and warrants to the City that: (i) Developer is a registered limited liability company in good standing with the State of Utah; (ii) the individual(s) executing this Agreement on behalf of Developer are duly authorized and empowered to bind Developer; and (iii) this Agreement is valid, binding, and enforceable against Developer in accordance with its terms.
- b. City hereby represents and warrants to Developer that: (i) the City is a Utah political subdivision of the State of Utah; (ii) the City has power and authority pursuant to enabling state legislation and City's Land Use Ordinances to enter into and be bound by this Agreement; (iii) the individual(s) executing this Agreement on behalf of the City are duly authorized and empowered to bind City; and (iv) this Agreement is valid, binding, and enforceable against the City in accordance with its terms.

29. Severability. If any provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement, and the Agreement shall otherwise remain in full force and effect.

30. State and Federal Law; Invalidity. The Parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with City ordinances, as well as state and federal law. Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes mandated by state or federal laws or regulations applicable to the Subject Property. The Parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

31. Governing Law. This Agreement is entered into in Utah and shall be construed and interpreted under the laws of Utah, and venue for all actions brought hereunder or arising herefrom shall be instituted in the Fifth Judicial District Court, Iron County, Utah for all actions brought under this Agreement.

32. Continued Cooperation. By executing this Agreement, the Parties hereto expressly agree to continue to operate in good faith to effectuate its purpose, by giving all consents, executing all documents and providing input and assurances within a reasonable time period after said actions are requested of any Party.

33. Recordation. No later than 10 days after this Agreement has been executed by City and Developer, it shall be recorded in its entirety in the Official Records on file in the Office of the Recorder of Iron County, State of Utah.

34. Institution of Legal Action. After compliance with any required meet-and-confer or mediation provisions in this Agreement, either Party may pursue legal action to enforce this Agreement in the Fifth District Court in and for Iron County, Utah. Each party shall bear their own costs and attorney fees unless otherwise required by law.

35. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement.

(Signature Pages to Follow)

DATED effective the first date set forth above.

CITY:

ENOCH CITY

a political subdivision of the State of Utah

Attest:

Lindsay Hildebrand, City Recorder

STATE OF UTAH)
) ss:
COUNTY OF IRON)

____ and Lindsay Hildebrand, being first duly sworn, depose and say that they are the City Mayor and City Recorder of Enoch City, a Utah municipal corporation; that they have read the foregoing Development Agreement for Swiss Master Development Plan and know the contents thereof; and that they signed said document for its intended purpose under the authority given by the Enoch City Council.

NOTARY PUBLIC

DATED effective the first date set forth above.

DEVELOPER:

BOOTS DEVELOPMENT LLC
a Utah limited liability company

Kent Frei, Member

STATE OF UTAH)
) ss:
COUNTY OF WASHINGTON)

Kent Frei, being first duly sworn, deposes and says that he is a member/manager of Boots Development LLC, a Utah limited liability company and that he has read the foregoing Development Agreement for Swiss Master Development Plan and knows the contents thereof; and that he signed said agreement for its intended purpose on behalf of Boots Development LLC.

NOTARY PUBLIC

EXHIBIT “A”
(To Development Agreement for Swiss Master
Development Plan)

Legal Description of Subject Property

EXHIBIT “B”
(To Development Agreement for Swiss Master
Development Plan)

Swiss Master Development Applicable Plan

**ENOCH CITY CORPORATION
RESOLUTION NO. 2026-06-17-D**

**A RESOLUTION ADOPTING A DEVELOPMENT AGREEMENT BETWEEN
ENOCH CITY AND THE DEVELOPER OF THE SWISS DEVELOPMENT**

WHEREAS, the owner wishes to develop 279.54 acres of land with Enoch City; and

WHEREAS, the owner is proposing to develop the property into both commercial and residential; and

WHEREAS, Enoch City desires the project be developed with further objectives of promoting water conservation, creating a greater diversity in residential properties, and creating a finished commercial property development; and

WHEREAS, such agreement promotes the orderly and appropriate development of property, and will provide public facilities, amenities, and other benefits for the better welfare of the community and in connection with a proposed development;

NOW THEREFORE, BE IT RESOLVED The Development Agreement between Enoch City and Boots Development, LLC, for the Swiss Master Development Plan, is hereby approved by the Enoch City Council on June 17, 2026.

Dated the 17th of June 2026

ENOCH CITY CORPORATION

Jim Rushton, Mayor

VOTING:

Shawn Stoor	Yea___	Nay___
David Harris	Yea___	Nay___
Debra Ley	Yea___	Nay___
Kimberlee Trower	Yea___	Nay___
Jacob Miner	Yea___	Nay___

ATTEST:

SEAL:

Lindsay Hildebrand, City Recorder