FARR WEST CITY PLANNING COMMISSION AGENDA

July 9, 2026 at 6:30 p.m.
City Council Chambers
1896 North 1800 West
Farr West, UT 84404

Notice is hereby given that the Planning Commission of Farr West City will hold their regular meeting at 6:30 pm on Thursday, July 9, 2026 at the Farr West City Hall, 1896 North 1800 West, Farr West

Call to Order –Chairman Lyle Earl

1. Opening Ceremony
   a. Pledge of Allegiance
   b. Prayer
2. Comments/Reports
   a. Public Comments (2 minutes)
   b. Report from City Council
3. Business Items
   a. Recommendation to the City Council approval or denial of the request for a sign for Utah Physical Therapy located at 1741 North 2000 West Suite 9
   b. Public hearing to consider the request of a re-zone of the Slater Family Properties located at approximately 1300 North 2400 West, from the A-1 zone to the R-1-15 zone, including parcel numbers 15-004-0033, 15-004-0089, 15-030-0073, 15-030-0011 and 15-030-0162
   c. Recommendation to the City Council approval or denial of the Slater Family Properties located at approximately 1300 North 2400 West, from the A-1 zone to the R-1-15 zone, including parcel numbers 15-004-0033, 15-004-0089, 15-030-0073, 15-030-0011 and 15-030-0162
   d. Public hearing to consider approval of the Elevantage Consulting, LLC development agreement
   e. Recommendation to the City Council approval or denial of the Elevantage Consulting, LLC development agreement
   f. Public hearing to consider the request of a conditional use permit for an automobile repair shop for G& J Automotive, LLC located at 2656 North 2000 West
   g. Recommendation to the City Council approval or denial of a conditional use permit for an automobile repair shop for G & J Automotive, LLC located at 2656 North 2000 West
4. Consent Items
   a. Approval of minutes dated June 25, 2026
5. Chairman/Commission Follow-up
   a. Report on Assignments
6. Adjournment

In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City Recorder at 801-731-4187, at least three working days prior to the meeting. Notice of time, place and agenda of the meeting was emailed to each member of the City Council, posted in the City Hall, and posted on the Utah Public Meeting Notice Website on July 6, 2026.

Lindsay Afuvai
Recorder

Application for Sign Approval

This application is to be used for temporary commercial signs (including any banner signs), new permanent signs, or in the event that a simple change of signs is being requested and no construction or external remodeling is being accomplished which would require a full site plan.

Date Submitted: 9/30 Applicant Name: Sarah Tenney
Applicant Address: [redacted]
Phone: [redacted]

****

SIGN PERMIT FEE SCHEDULE

Site Plan: $25.00 Sign Erection or Relocation: $25

Business Name: Utah Physical Therapy, Inc. Address: 1741 N 2000 W Ste 9

Description of site being considered:
3 Units of Spencer Knight's building in the rear of the Knight complex. We will have Suites 9-11. We are performing out-patient physical therapy and occupational therapy. It will be placed on the flat surace between Ste 9 and 10.

Tax ID number: 45-5125865 Current zoning of site: _____

Abbreviated Site Plan:

Provide a scale drawing that clearly shows the following:

- Location, type, lighting and size of proposed and existing signs.
- Materials to be used for the construction of this sign.

If any of the above information is not being provided, please indicate reasoning:
Sign is 8' x 4' with mock-ups atatched and also dropped off in the FW City office building last week. It will be placed under the lights attached to the exterior of the building. We will also retain onsite the previous signage we had previously on the markee / road sign. We will also have Vinyl on the front door.

How will the proposed sign be compatible with existing surrounding uses, buildings and structures when considering traffic generation, parking, building design, location and landscaping? It will be niclely lighted with the telescoping barn type lighting (as is seen in the mockup) It will be a 2D Sign, with elements that are elevated off of the flat surface of the sign (logo & name). It matches our companyy colors and looks conguent with the current building.

Application for Sign Approval

The following conditions will apply to this sign application: _____
_____
_____

Expiration Date for the use of a temporary sign: _____

All fields must be filled out before application will be considered. ('N/A' fields not applicable)

Signature of Applicant:

In issuing this application the signer(s) certifies the information provided is correct and they agree to the conditions set by the planning commission and/or city council

Business Owner/Sign Company Signature _____
Print Name _____

Property Owner Signature _____
Print Name _____

For City Use:

Fee Paid $ 25 Received By: JCP

Planning Commission/City Council Review Checklist.

____Has all the required information been provided for review where applicable?

____Does the proposed sign conform to the City Sign Ordinance?

____Has the plan been reviewed by the City Engineer/Bldg Official and all concerns addressed?

Gmail

Sarah J. Tenney <sarah@utahphysicaltherapy.com>

Fwd: Utah Physical Therapy

1 message

[redacted] Tue, Jun 23, 2026 at 10:47 AM

This i his mock up with a 8x4 sign on the building.

---------- Forwarded message ---------

[redacted]

Date: Tue, Jun 23, 2026 at 10:43AM
Subject: RE: Utah Physical Therapy
To: Bryce S. Parker <bryce@utahphysicaltherapy.com>

The original measurements I went off were correct so this is just an updated photo.

Still a 4x8 panel.

Thanks, Jeremy

GRIZZLY graphics

[redacted]

Subject:

Hey sorry we have been slow[redacted]They want an updated mock up. I was hoping to get one from you for the Utah PT sign. I took extra measures to hopefully help.

183" wide

109" from bottom of light to bricks

Email Confidentiality Notice: *The information contained in this transmission is privileged and confidential and/or protected health information (PHI) and may be subject to protection under the law, including the Health Insurance Portability and Accountability Act of 1996. This transmission is intended for the sole use of the individual or entity to whom it is addressed. If you are not the intended recipient, you are notified that any use, dissemination, distribution, printing, or copying of this transmission is strictly prohibited and may subject you to criminal or civil penalties. If you have received this transmission in error, please contact the sender immediately by replying to this email, deleting this email, and destroying all copies of the original message and it's attachments. If replying to this email or sending an email to this organization, do not transmit any non-encrypted protected health information, sender assumes all risks.*

Email Confidentiality Notice: *The information contained in this transmission is privileged and confidential and/or protected health information (PHI) and may be subject to protection under the law, including the Health Insurance Portability and Accountability Act of 1996. This transmission is intended for the sole use of the individual or entity to whom it is addressed. If you are not the intended recipient, you are notified that any use, dissemination, distribution, printing, or copying of this transmission is strictly prohibited and may subject you to criminal or civil penalties. If you have received this transmission in error, please contact the sender immediately by replying to this email, deleting this email, and destroying all copies of the original message and it's attachments. If replying to this email or sending an email to this organization, do not transmit any non-encrypted protected health information, sender assumes all risks.*

Utah-Physical-Therapy-Building-Sign-Updated.jpg
218K

Docusign Envelope ID: A8D736F4-5EE8-86AF-801F-34C8857CC01F

Application for Rezoning
Real Property

Date Submitted _____ Applicant's Name Elevantage Consulting, L.L.C.

Applicant's Address _____

Applicant's Phone [redacted]

Fee Schedule (check one):

Up to 5 acres	$150.00	[ ]
More than 5 acres	$200.00	[X]
Commercial or Manufacturing	$250.00	[ ]

Fee received by _____ Date _____

I (we), the undersigned property owner (s), request that the following real property (include or attach a legal description and a scale drawing of the real property here):

See attached ALTA survey which includes the legal description and the scale drawing

The property is also known as Tax Identification Numbers: 150040033, 150040089, 150300073, 150300011, and 150300162 in Weber County in the State of Utah.

Be rezoned from (present zoning) A-1

To (desired zoning) R-1-15

Include or attach a list of all adjacent property owners within three hundred feet (300') of the property proposed for rezone and their addresses. [X]

The Planning Commission must review the request from the standpoint that changes in property zoning cannot be made unless it is in the best interest of the citizens of Farr West City generally.

Please answer the following questions: (Attach additional sheets if necessary)

1. How is this request consistent with the policies of Farr West City's General Plan?

The General Plan designates this property as Residential or Mixed Use. We propose to develop a mixed density residential development on the property which is consistent with the General Plan designation. Since the proposed development will require a development agreement, the City stated this would be the appropriate zoning.

Docusign Envelope ID: A8D736F4-5EE8-86AF-801F-34C8857CC01F

Application for Rezoning
Real Property

2. How will this request benefit the general public and the community?

We are requesting the zoning to allow us to pursue a mixed density residential development which will benefit the general public and the community by providing more affordable housing choices. By offering multiple lot sizes and higher density, this development allows a wider demographic to live in Farr West, giving young professionals and growing families a way to enter the housing market and potentially a place for aging residents to downsize without leaving the community.

3. How will this request promote the health, safety, convenience, order or prosperity of the general public?

Utilizing a mixed density residential neighborhood here with higher density provides an orderly buffer zone between the industrial uses, mobile home park, wastewater treatment plant, and townhomes that neighbor this property and traditional single-family neighborhoods. In addition, the higher density allows for greater socio-economic diversity and a wider demographic of Farr West citizens. In addition, by creating a place with higher density housing here to address the needs of those who can't afford homes in traditional Farr West subdivisions, other parts of Farr West (that don't need to buffer uses and neighbors like those mentioned above) can focus on providing the typical larger lot single-family neighborhood for the demographics that can afford those.

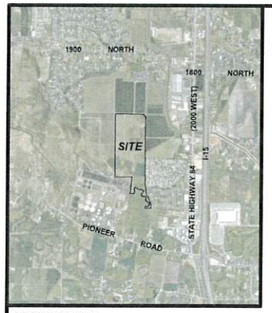
Signature of Petitioner(s):	Address:
Signed by: Joan Froerer 4C6E2CDC13A64D6... Joan Froerer	8273 E. Cottonwood Ln Huntsville, UT 84317
Signed by: Linda Bryner 4C88F88B15D04AB... Linda Bryner	4021 N. 500 W. Pleasant View, UT 84414
Donald Slater	1896 N. 1800 W. Farr West, UT 84404

✓ Checklist:

[ ] Fees Paid
[ ] Legal Description
[ ] Scale Drawing
[ ] Adjacent Property Owners List
[ ] Public Hearing Set
[ ] Adjacent Property Owners Notified

[ ] Notice Advertised on: _____
[ ] Public Hearing Held on: _____
PC Recommendation:
[ ] Approve [ ] Reject Date: _____
CC Action:
[ ] Approve [ ] Reject Date: _____

ALTA/NSPS LAND TITLE SURVEY



VICINITY MAP
NTS

SHEET INDEX	
SHEET #	SHEET DESCRIPTION
1	COVER SHEET
2	NORTHERN PORTION
3	SOUTHERN PORTION
4	EXCEPTIONS FROM TITLE REPORT

LEGAL DESCRIPTIONS
(FROM TITLE REPORT REFERENCED IN NOTE #2)

PARCEL 1 (Tax I.D. 15-004-0033)
The East one half of the Southwest Quarter of Section 2, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey.

Less and excepting the North 82 feet of the East 60 feet

Also excepting therefrom the following: A parcel of ground situate in the Southwest Quarter of Section 2, Township 6 North, Range 2 West, Salt Lake Base and Meridian, in the County of Weber, State of Utah, being more particularly described as follows: (basis of bearing for this description is between the Southwest Corner and the South Quarter Corner of said Section 2, said bearing being North 89°24'16" East) beginning at a point in a 6 foot chain link fence North 0°17'16" west along the Center of the Section line of said Section 2, 106.68 feet from the South Quarter Corner of said Section 2, and running thence North 01°11'48" West, along said chain link fence, 121.46 feet; thence North 0°38'11" West 323.78 feet along said fence; thence North 0°06'18" West, along said fence, 243.92 feet; thence leaving said fence, South 88°51'43" East 3.12 feet; thence along said Center of Section Line, South 0°17'16" East 689.06 feet to the point of beginning

PARCEL 2 (Tax I.D. 15-004-0089)
Part of the South Half of Section 2, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point North 0°17'16" West 795.74 feet along the West line of the Southeast Quarter from the South Quarter Corner of said Section 2, and running thence North 0°06'18" West 11.40 feet; thence South 88°51'43" East 6.78 feet; thence South 0°06'18" East 11.40 feet; thence North 88°51'43" West 6.78 feet to the West line of the Southeast Quarter of said Section 2 and the point of beginning

PARCEL 3 (Tax I.D. 15-030-0011)
Part of the Northeast Quarter of Section 11, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point 448.47 feet South 00°07'04" East along the Quarter Section Line from the Southwest corner of the Southeast Quarter of said Section 2, running thence North 84°22'38" East 34.65 feet, more or less, to an existing fence; thence 7 courses along said fence as follows: South 04°32'54" East 330.10 feet, more or less, South 49°38'44" East, 75.14 feet, South 22°44'30" East 391.00 feet, South 10°35'15" West 145.67 feet, North 88°53'15" East 304.45 feet, South 83°24'34" East 817.15 feet and South 89°18'15" East 535.23 feet to the West line of Highway 84, thence South 0°40' West 6.99 feet along said West line; thence North 89°15' West 561.97 feet; thence North 84°00' West 12 chains (792.00 feet), thence West 8.22 chains (542.52) feet to the Quarter Section Line; thence North 00°07'04" West 888.53 feet to the point of beginning

EXCEPTING THEREFROM the following described property: Beginning at a point which is South (00°07'04" East) 1337.0 feet along the Section Line from the North Quarter corner of said Section 11, running thence North 460 feet, more or less, to the center of Four Mile Creek, thence Southerly along the center of said creek to a point East of the point of beginning; thence West 30 feet, more or less, to the point of beginning

PARCEL 4 (Tax I.D. 15-030-0073)
Part of the Northwest Quarter of Section 11, Township 6 North, Range 2 West of the Salt Lake Base and Meridian, U.S. Survey: Beginning at the Northeast Corner of said Quarter Section, and running thence South 875 feet, to the center of the channel of Four Mile Creek; thence down said channel, on the Center Line, to a point 501 feet West and 700 feet South of the Northeast Corner of said Quarter Section; thence West 72.72 feet, thence North 05°56' East 703.47 feet, thence North 89°41' East 568 feet to the place of beginning.

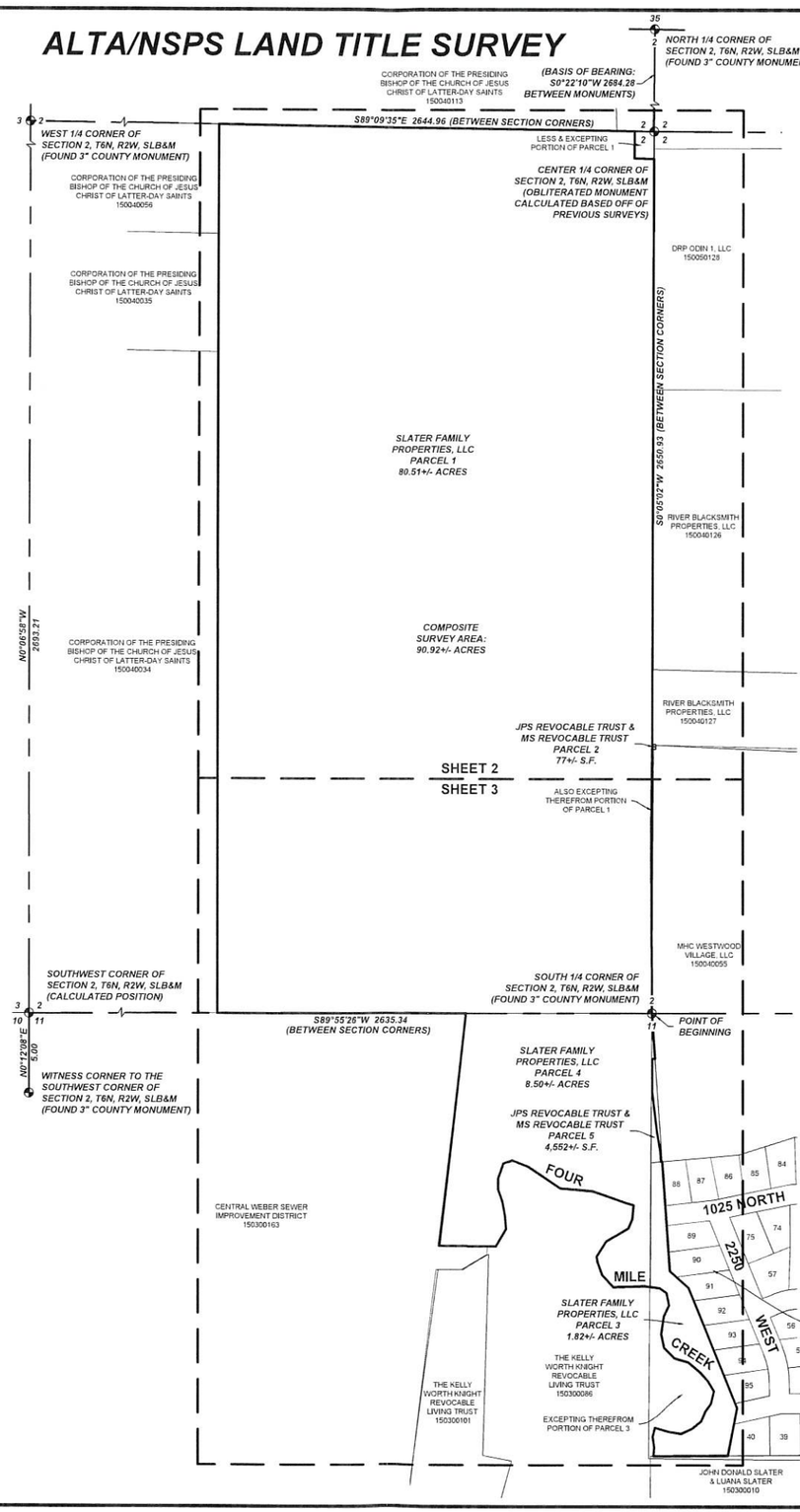
PARCEL 5 (Tax I.D. 15-030-0162)
A parcel of ground situate in the Northeast Quarter of Section 11, Town ship 6 North, Range 2 West, Salt Lake Base and Meridian, in the County of Weber, State of Utah being particularly described as follows: (Basis of bearing for the description is between the Northwest Corner and the North Quarter Corner of said Section 11, said bearing being North 89°24'16") Beginning at the North Quarter Corner of said Section 11, and running thence South 04°32'54" East 137.23 feet, thence South 87°24'57" West 8.49 feet, thence South 00°33'35" East 99.04 feet, thence South 07°16'54" East 119.34 feet, thence South 10°17'52" East 63.94 feet, thence South 03°31'18" East 28.13 feet, thence South 84°38'17" West 30.86 feet, thence North 00°07'04" West along the center of Section line 448.47 feet to the point of beginning

COMPOSITE SURVEY DESCRIPTION

A portion of the SW1/4 of Section 2 and the NW1/4 & NE1/4 of Section 11, Township 6 North, Range 2 West, Salt Lake Base & Meridian, Farr West, Utah, more particularly described as follows:

Beginning at the South 1/4 Corner of said Section 2 which point is also the north corner of Parcel 1 as contained in that Real Property described in Deed Entry No 1644927 according to the Official Records of Weber County (Basis of Bearing: S0°22'10"W between the North 1/4 Corner & Center 1/4 Corner of said Section 2), thence along said Deed and a fence line the following 6 (six) bearings and distances: (1) S4°01'44"E 137.23 feet (deed: S4°32'54"E), (2) thence S87°56'07"W 8.49 feet (deed S87°24'57"W); (3) thence S0°02'25"E 99.04 feet (deed: S0°33'35"E); (4) thence S6°45'44"E 119.34 feet (deed: S7°16'54"E); (5) thence S9°46'42"E 63.94 feet (deed: S10°17'52"E); (6) thence S3°06'08"E 28.13 feet (deed: S3°31'18"E); thence N85°51'44"E 3.78 feet to the northwest corner of COUNTRY PLACE SUBDIVISION, according to the Official Plat thereof on file in the Office of the Weber County Recorder, thence along said Plat the following 4 (four) bearings & distances: (1) S4°01'44"E 330.10 feet (plat: S4°32'54"E); (2) thence S49°07'34"E 75.14 feet (plat: S49°38'44"E); (3) thence S22°13'20"E 391.00 feet (plat: S22°44'30"E); (4) thence S11°06'25"W 145.67 feet (plat: S10°35'15"W) to a point on the north line of that Real Property described in Deed Entry No. 1341044 of the Official Records of Weber County, thence S89°41'35"E along said north line 226.52 feet to a point on the centerline of Four Mile Creek, thence along said centerline the following 41 (forty-one) bearings and distances: (1) N5°08'58"E 25.59 feet, (2) thence N7°41'37"W 32.65 feet, (3) thence N14°11'48"E 27.88 feet, (4) thence S74°21'37"E 44.42 feet, (5) thence S80°42'11"E 37.22 feet, (6) thence N6°56'24"E 35.93 feet, (7) thence N51°18'22"E 36.35 feet, (8) thence N23°21'31"E 33.36 feet, (9) thence N36°51'56"E 27.59 feet, (10) thence N13°47'13"E 38.39 feet, (11) thence N31°40'27"W 35.99 feet, (12) thence N41°32'11"W 36.61 feet, (13) thence N50°18'49"W 45.35 feet, (14) thence N75°43'22"W 44.73 feet, (15) thence N44°27'08"W 43.34 feet, (16) thence N12°34'20"W 42.27 feet, (17) thence N8°45'47"E 53.58 feet, (18) thence N25°17'08"E 37.39 feet, (19) thence N11°55'53"W 38.04 feet, (20) thence N56°30'06"W 25.33 feet, (21) thence N82°32'31"W 45.70 feet, (22) thence S88°19'55"W 97.90 feet, (23) thence N44°01'02"W 50.36 feet, (24) thence N20°40'07"W 40.02 feet, (25) thence N9°20'20"W 18.33 feet, (26) thence N32°57'45"E 53.66 feet, (27) thence N60°49'17"E 80.57 feet, (28) thence N23°30'15"E 30.45 feet, (29) thence N5°00'07"E 42.52 feet, (30) thence N77°55'36"W 25.15 feet, (31) thence N71°22'15"W 108.10 feet, (32) thence N85°00'25"W 100.51 feet, (33) thence N55°35'57"W 115.64 feet, (34) thence N68°08'27"W 49.14 feet, (35) thence S72°59'41"W 28.80 feet, (36) thence S19°57'18"W 47.90 feet, (37) thence S0°05'41"E 34.50 feet, (38) thence S19°40'07"E 39.29 feet, (39) thence S10°23'51"E 41.11 feet, (40) thence S4°21'46"E 41.15 feet, (41) thence S30°32'10"W 59.47 feet to a point that is an extension of a part of the east line of the Survey done by David D. Strong with JUB File No. 7289 according to the Official Records of the Weber County Surveyor; thence along said Survey the following 3 (three) bearings and distances: (1) N89°45'34"W 172.70 feet (survey: S89°45'54"E), (2) thence S6°45'26"E 703.47 feet (survey: S6°45'06"W) to the south line of the Southwest 1/4 of said Section 2, (3) thence S89°55'26"W along said south line 753.36 feet (survey: N89°55'06"E) to the north-south center 1/16 line of the Southwest 1/4 of said Section 2; thence N0°01'01"W along said center 1/16 line 2,672.06 feet to a point on the north line of the Southwest 1/4 of said Section 2, thence S89°09'35"E along said north line 1,262.58 feet to a point on the west line of that Real Property described in Deed Entry No. 3378099 of the Official Records of Weber County, thence along said Deed the following 2 (two) bearings and distances: (1) S0°05'17"W 81.98 feet, (2) thence S89°28'05"E 59.90 feet to a point on the east line of the Southwest 1/4 of said Section 2, thence S0°05'02"W along the 1/4 Section line 1,762.07 feet to a point on the north line of Parcel 2 as contained in that Real Property described in Deed Entry No. 1644927 according to the Official Records of Weber County, thence along said Deed the following 3 (three) bearings and distances: (1) S88°20'33"E 8.90 feet (deed S88°51'43"E), (2) thence S0°24'52"W 11.40 feet (deed: S0°06'18"E), (3) thence N88°20'33"W 9.90 feet (deed: N88°51'43"W) to the northwest corner of Parcel 3 as contained in that Real Property described in Deed Entry No. 2357468 according to the Official Records of Weber County; thence along the west line of said Deed and a fence line the following 3 (three) bearings and distances: (1) S0°24'52"W 243.92 feet (deed: N0°06'18"W); (2) thence S0°07'01"E 323.78 feet (deed: N0°38'11"W), (3) thence S0°32'51"E 121.46 feet (deed: N1°11'48"W) to a point on the east line of the Southwest 1/4 of said Section 2; thence S0°05'02"W along the 1/4 Section line 106.68 feet to the point of beginning.

Contains: 90.92+/- acres



NOTES

1. ***SURVEY NARRATIVE:*** The purpose of this Survey is to provide an ALTA/NSPS Land Title Survey & Certification for the property shown and described hereon. Deeds, Plats, Surveys, & field evidence were used in the determination of this boundary. The boundary is bounded by the following Section lines, Deeds, Surveys, and Subdivision Plats:
   - On the southeast the boundary is bounded by a fence line, that Real Property described in Deed Entry No. 1644927 and Country Place Subdivision (Entry No. 779742).
   - On the south the boundary is bounded by that Real Property described in Deed Entry No. 1341044, the centerline of Four Mile Creek, and that Survey done by David D. Strong with JUB (File No. 7289).
   - On the west the boundary is bounded by the north-south center 1/16 line of the Southwest 1/4 of Section 2, T6N, R2W, SLB&M which is more or less 6 feet west of an existing fence. This line was calculated by creating a line between the midpoints of the 1/4 Section line between the West 1/4 Corner & the Center 1/4 Corner and the Section line between the Southwest Corner & the South 1/4 Corner of said Section 2. The Center 1/4 Corner was not found due to construction of a new subdivision in the area, the Corner was calculated using a survey done by Spencer J. McCutcheon with Elevated Land Surveying.
   - On the north the boundary is bounded by the north line of the Southwest 1/4 of said Section 2 which is more or less 3 feet south of an existing fence line. This line was calculated to be between the West 1/4 Corner & the Center 1/4 Corner.
   - On the northeast the boundary is bounded by that Real Property described in Deed Entry No. 3378099 and the east line of the Southwest 1/4 of said Section 2 which is more or less 12 feet east of an existing fence. Said east line was calculated to be between the Center 1/4 Corner & the South 1/4 Corner of said Section 2.
   - On the east the boundary is bounded by that Real Property described in Deed Entry No. 1644927 which creates a deed overlap with Deed Entry No. 1988176 & Deed Entry No. 3383133. The east is also bounded by a fence line that is further described in Deed Entry No. 2357468.

   Field evidence such as fence lines were found to match well with Deed Entry No. 2357468 & Deed Entry No. 1644927. Other fence lines did not align well with the boundary. Additionally, there were areas where deed overlaps were found, therefore, boundary line agreements are recommended to resolve any uncertainty related to title and lines of occupation.
2. A Title Commitment prepared by: US Title Insurance Agency, Layton, Utah, with a Commitment No.: 083025, Effective Date: April 29, 2025, was utilized in the preparation of this Survey. Civil Solutions Group, Inc. is entitled to rely on the accuracy of this document, and is not liable for errors and omissions based on the reliance of said Title Report. Unless noted otherwise, any record parcels or title exceptions/easements noted on this Survey are referenced from this document.
3. The Basis of Bearing for this Survey is S0°22'10"W between the North 1/4 Corner and Center 1/4 Corner of Section 2, T6N, R2W, SLB&M. All deeds and plats of record have been rotated to match the aforementioned basis of bearing or to other Section/monument lines relative to said basis of bearing per measured or calculated lines shown hereon.
4. Vertical data (contour lines and/or spot elevations, etc.) if shown hereon are based on the published NAVD88 elevation of 4,247.0 (GEOID 2009) perpetuated from the Weber County Section Corner Tie Sheet (Mon#: 6N2W2N) for the North Quarter Corner of Section 2, T6N, R2W, SLB&M.
5. This drawing, its design, and invention thereof, is the property of Civil Solutions Group, Inc., and is submitted to, and is for the exclusive use of the client referenced on the Survey. Only copies authorized in writing and individually signed and sealed by the Surveyor, or copies of the original certified Survey obtained from the office of the County Surveyor may be used as the official work of this Surveyor.
6. Except as specifically stated or shown on this drawing, no attempt has been made as a part of this Survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or municipal/public service facility. For information regarding these utilities or facilities, contact the appropriate agency.
7. Survey responses to Table "A" (Optional Survey Responsibilities and Specifications):
   a. Item 1: Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.
   b. Item 2: There is no situs address for the Subject Property disclosed in the Title Report. From the Weber County Parcel Map, the property is approximately northeast of the Central Weber Sewer Improvement District and west of Westwood Village in Farr West, Utah.
   c. Item 3: A portion of the property shown hereon lies within Zone X (areas determined to be outside the 0.2% annual chance floodplain). The portion of the property adjoining to Four Mile Creek lies within Zone AE (areas determined with Base Flood Elevation or Depth). These zones were determined according to the following two FEMA (Federal Emergency Management Agency) F.I.R.M. (Flood Insurance Rate Map):
      - Map Number: 49057C0193F, Map Revised Date: November 30, 2023
      - Map Number: 49057C0191F, Map Revised Date: November 30, 2023
   d. Item 4: The area for the Subject Property is 90.92 +/- acres (3,960,509 +/- s.f.).
   e. Item 5: Vertical data is shown hereon. Refer to Note #4 for benchmark and datum information.
   f. Item 8: Observable substantial features are shown hereon.
   g. Item 9: No parking stalls were observed on the Subject Property.
   h. Item 11(a): Utility plans and/or reports were not provided by our client.
   i. Item 11(b): Utilities shown hereon are based on observed evidence. utility maps provided by: Farr West City. & other utility providers. Engineers and contractors should be cautioned that the locations of the existing utilities may not be relied upon as being exact or complete. Additional exploration, verification, and relocation of existing utilities will be the sole responsibility of any contractor prior to, or during construction of any additional improvements.
   j. Item 13: Names of adjoining owners are shown hereon.
   k. Item 16: No evidence of recent earth moving, building construction, or building additions were observed on the subject property. Although, there is a subdivision currently being constructed northeast of the subject property with future improvements that tie into the abbiut property.
   l. Item 18: All plottable easements that affect the Subject Property and that are disclosed in the Title Report are referenced hereon (See Sheet 4).
   m. Item 19: A Certificate of Insurance can be furnished upon request.

SURVEYOR'S CERTIFICATE

To: JLM Development, LLC and Elevantage Consulting, LLC, and its successors and assigns as their interests may appear; Slater Family Properties, LLC; John Perry Slater, Trustee of the J.P.S. Revocable Trust dated May 15, 1998 and Maram Slater, Trustee of the M.S. Revocable Trust dated May 15, 1998; US Title Insurance Agency; First National Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 8, 9, 11(a), 11(b), 13, 16, 18, & 19 of Table A thereof. The field work was completed on February 11, 2026.

Date of Plat or Map: February 27, 2026

Curtis Bown — Date
Professional Land Surveyor
Certificate No. 12606452-2201

civilsolutionsgroup inc.
CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net

ALTA/NSPS LAND TITLE SURVEY
LOCATION: SW1/4 OF SECTION 2 AND NW1/4 & NE1/4 OF SECTION 11, T6N, R2W, SLB&M
FARR WEST, UTAH
PROPERTY OF: SLATER FAMILY PROPERTIES, LLC; THE J.P.S. REVOCABLE TRUST; & THE M.S. REVOCABLE TRUST
PREPARED FOR: ELEVANTAGE CONSULTING, LLC & JLM DEVELOPMENT, LLC

REVISION BLOCK		
NO.	DATE:	DESCRIPTION

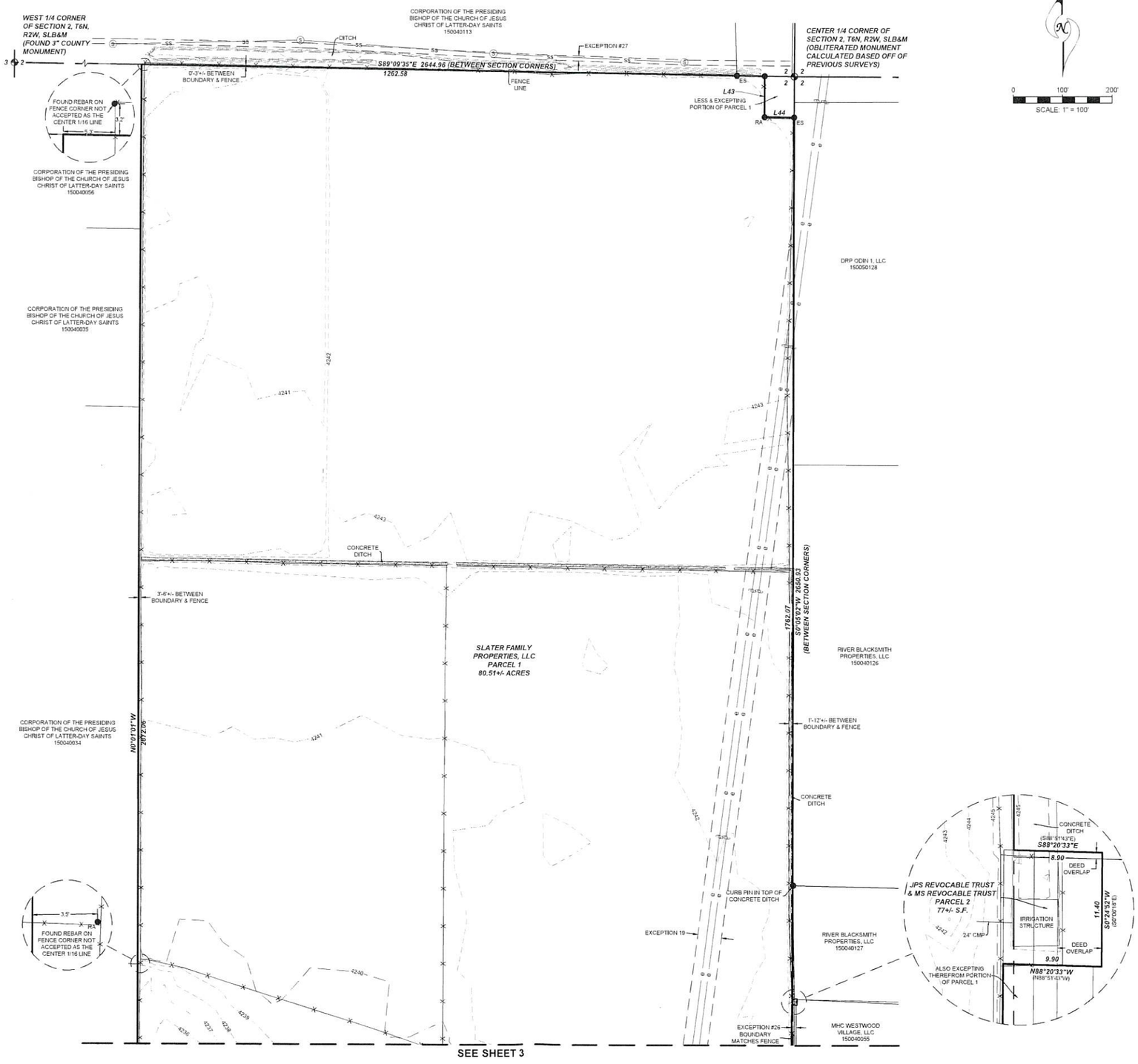
SCALE: 1" = 200'	DRAWN BY: L. CHUGG
DATE: 2-27-2026	PROJECT #: 25-211

ALTA/NSPS LAND TITLE SURVEY

LEGEND

	ASPHALT
	CONCRETE
X X	FENCE
e	OVERHEAD POWER LINE
SS S SS	SEWER MANHOLE/LINE
SD D SD	STORM DRAIN MANHOLE/LINE
BEARING/DISTANCE	MEASURED
(BEARING/DISTANCE)	(RECORD)
4500	CONTOUR LINE
4500	SPOT ELEVATION
	POWER POLE
ES	FOUND ELEVATE SURVEYING REBAR
RA	FOUND REEVES & ASSOCIATES REBAR
BC	FOUND PLS 356548 REBAR
	FOUND REBAR WITH NO CAP (UNLESS NOTED OTHERWISE)
	SET REBAR & CAP (CSG ENG & SURVEY)

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N85°51'44"E	3.78
L2	N5°08'58"E	25.59
L3	N7°41'37"W	32.65
L4	N14°11'48"E	27.88
L5	S74°21'37"E	44.42
L6	S80°42'11"E	37.22
L7	N65°00'24"E	35.93
L8	N51°18'22"E	36.35
L9	N23°21'31"E	33.36
L10	N36°51'56"E	27.59
L11	N13°47'13"E	38.39
L12	N31°40'27"W	35.99
L13	N41°32'11"W	36.61
L14	N50°18'49"W	45.35
L15	N73°43'22"W	44.73
L16	N44°27'08"W	43.34
L17	N12°34'20"W	42.27
L18	N8°45'47"E	53.58
L19	N25°17'08"E	37.39
L20	N11°55'53"W	38.04
L21	N56°30'06"W	25.33
L22	N82°32'31"W	45.70
L23	S88°19'55"W	97.90
L24	N44°01'02"W	50.36
L25	N20°40'07"W	40.02
L26	N9°20'20"W	18.33
L27	N32°57'45"E	53.66
L28	N60°49'17"E	80.57
L29	N23°30'15"E	30.45
L30	N5°08'07"E	42.52
L31	N73°55'36"W	25.15
L32	N71°22'15"W	108.10
L33	N85°00'25"W	100.51
L34	N55°35'57"W	115.64
L35	N68°08'27"W	49.14
L36	S72°59'41"W	28.80
L37	S19°57'18"W	47.90
L38	S0°05'41"E	34.50
L39	S19°40'07"E	39.29
L40	S10°23'51"E	41.11
L41	S4°21'46"E	41.15
L42	S30°32'10"W	59.47
L43	S0°05'17"W	81.98
L44	S89°28'05"E	59.90
L45	S0°05'02"W	106.68



SEE SHEET 3

civilsolutionsgroup inc.
CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net

ALTA/NSPS LAND TITLE SURVEY

LOCATION: SW1/4 OF SECTION 2 AND NW1/4 & NE1/4 OF SECTION 11, T6N, R2W, SLB&M
FARR WEST, UTAH

PROPERTY OF: SLATER FAMILY PROPERTIES, LLC; THE J.P.S. REVOCABLE TRUST;
& THE M.S. REVOCABLE TRUST

PREPARED FOR: ELEVANTAGE CONSULTING, LLC & JLM DEVELOPMENT, LLC

REVISION BLOCK NO	DATE:	DESCRIPTION

SCALE: 1" = 100'	DRAWN BY: L. CHUGG
DATE 2-27-2026	PROJECT # 25-211

ALTA/NSPS LAND TITLE SURVEY

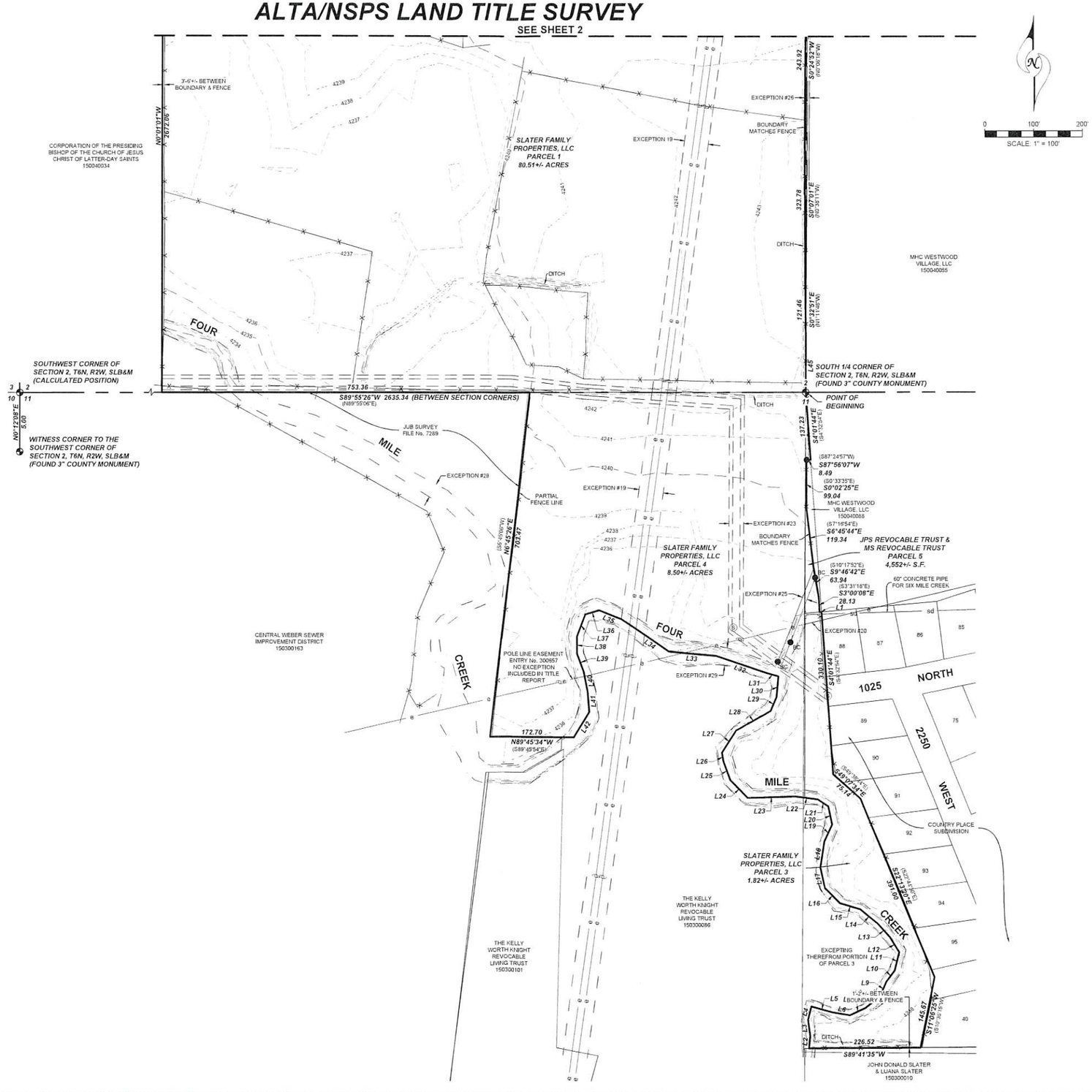
SEE SHEET 2

LEGEND

	ASPHALT
	CONCRETE
x x	FENCE
OHP	OVERHEAD POWER LINE
SS S SS	SEWER MANHOLE/LINE
SD D SD	STORM DRAIN MANHOLE/LINE
BEARING/DISTANCE	MEASURED
(BEARING/DISTANCE)	(RECORD)
4500	CONTOUR LINE
4500	SPOT ELEVATION
	POWER POLE
ES	FOUND ELEVATE SURVEYING REBAR
RA	FOUND REEVES & ASSOCIATES REBAR
BC	FOUND PLS 356548 REBAR
	FOUND REBAR WITH NO CAP (UNLESS NOTED OTHERWISE)
	SET REBAR & CAP (CSG ENG & SURVEY)

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N85°51'44"E	3.78
L2	N5°08'58"E	25.59
L3	N7°41'37"W	32.65
L4	N14°11'48"E	27.88
L5	S74°21'37"E	44.42
L6	S80°42'11"E	37.22
L7	N85°00'24"E	35.93
L8	N51°18'22"E	36.35
L9	N23°21'31"E	33.36
L10	N36°51'56"E	27.59
L11	N13°47'13"E	38.39
L12	N31°40'27"W	35.99
L13	N41°32'11"W	36.61
L14	N50°18'49"W	45.35
L15	N73°43'22"W	44.73
L16	N44°27'08"W	43.34
L17	N12°34'20"W	42.27
L18	N8°45'47"E	53.58
L19	N25°17'08"E	37.39
L20	N11°55'53"W	38.04
L21	N56°30'06"W	25.33
L22	N82°32'31"W	45.70
L23	S88°19'55"W	97.90
L24	N44°01'02"W	50.36
L25	N20°40'07"W	40.02
L26	N9°20'20"W	18.33
L27	N32°57'45"E	53.66
L28	N60°49'17"E	80.57
L29	N23°30'15"E	30.45
L30	N5°08'07"E	42.52
L31	N73°55'36"W	25.15
L32	N71°22'15"W	108.10
L33	N85°00'25"W	100.51
L34	N55°35'57"W	115.64
L35	N68°08'27"W	49.14
L36	S72°59'41"W	28.80
L37	S19°57'18"W	47.90
L38	S0°05'41"E	34.50
L39	S19°40'07"E	39.29
L40	S10°23'51"E	41.11
L41	S4°21'46"E	41.15
L42	S30°32'10"W	59.47
L43	S0°05'17"W	81.98
L44	S89°28'05"E	59.90
L45	S0°05'02"W	106.68



civilsolutionsgroup inc.
CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net

ALTA/NSPS LAND TITLE SURVEY

LOCATION: SW1/4 OF SECTION 2 AND NW1/4 & NE1/4 OF SECTION 11, T6N, R2W, SLB&M
FARR WEST, UTAH

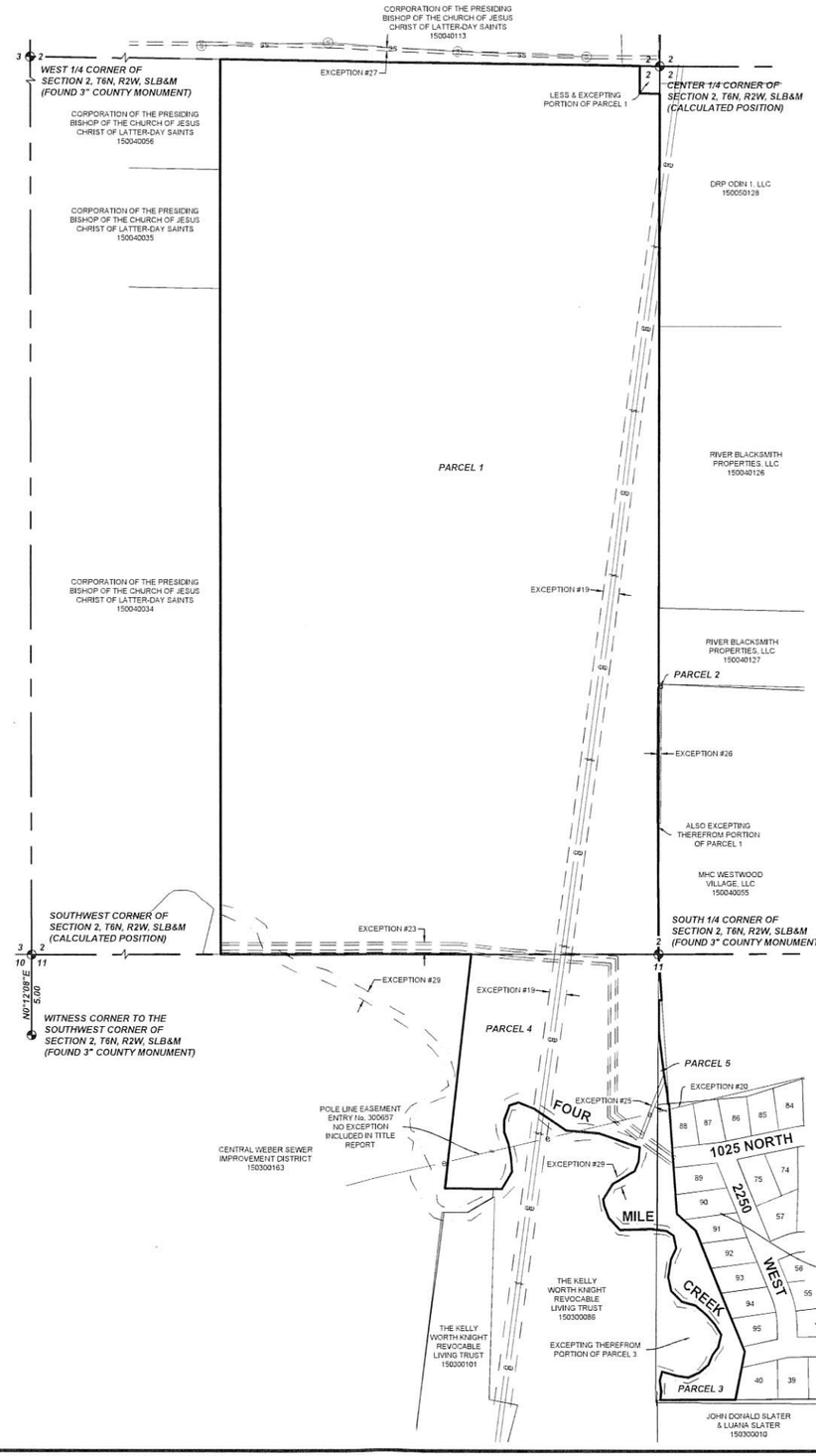
PROPERTY OF: SLATER FAMILY PROPERTIES, LLC; THE J.P.S. REVOCABLE TRUST; & THE M.S. REVOCABLE TRUST

PREPARED FOR: ELEVANTAGE CONSULTING, LLC & JLM DEVELOPMENT, LLC

REVISION BLOCK		
NO.	DATE:	DESCRIPTION:

SCALE: 1" = 100'	DRAWN BY: L. CHUGG
DATE: 2-27-2026	PROJECT #: 25-211

ALTA/NSPS LAND TITLE SURVEY



SCHEDULE B-PART II (EXCEPTIONS)

(FROM TITLE REPORT REFERENCED IN NOTE #2)

Exceptions #1-12
Contains no plottable descriptions.

Exception #13
The effects of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded November 4, 2013 as Entry No. 2662946 of Official Records.
There are multiple legal descriptions contained in this exception document. The legal descriptions for Parcels 1, 3, & 4 of the Title Report are contained therein.

Exception #14
Contains no plottable descriptions.

Exception #15
Reservations contained in that certain Patent, issued by the United States of America, and recorded August 31, 1889 in book 1, page 181 of Official Records
"Yet excluding from the transfers by these presents, all mineral lands should any be found to exist in the tract described in the foregoing, but the exclusion and exception, according to the terms of the Statute, shall not be construed to include coal and iron."
Contains no plottable descriptions.

Exceptions #16-17
Contains no plottable descriptions.

Exception #18
Ordinance No. 2014-08, An Ordinance Creating the Farr West City Community Development and Renewal Agency, recorded January 22, 2015 as Entry No. 2718930 of official records
The exception document describes the limits of Farr West City. The Subject Property is within the limits of Farr West City.

Exception #19
A Grant of Easement in favor of the Utah Power & Light Company to install and construct, operate, replace and maintain electric transmission, distribution, telephone and telegraph circuits and all related facility(ies) therein, and all necessary fixtures thereto, recorded June 13, 1917 in book M, pages 231 & 232 of Official Records
The legal description contained in the exception document is old and the mathematical tie is incorrect. The limits of exception are shown as the overhead power lines being the center of the 50-foot easement in favor of Utah Power & Light Company.

Exception #20
A Grant of Easement in favor of the Utah Power & Light Company to install and construct, operate, replace and maintain electric transmission, distribution and telephone circuits and all related facility(ies) therein, and all necessary fixtures thereto, recorded September 26, 1958 as Entry No. 300656, in book 591, page 195 of Official Records
The legal description contained in the exception document is old and the mathematical tie is incorrect. The limits of exception are shown as the overhead power lines being the center of a Pole Line Easement with no width described in favor of Utah Power & Light Company.

Exception #21
A Grant of Easement in favor of The Mountain States Telephone and Telegraph Company to install and construct, operate, replace and maintain communication lines and all related facility(ies) therein, and all necessary fixtures thereto, recorded October 5, 1972 as Entry No. 589025, in book 1006, page 329 of Official Records
The legal description contained in the exception document includes a portion of Parcel 3 of Title Report. Limits of exception are shown hereon.

Exception #22
A Grant of Easement in favor of Mountain Fuel Supply Company to install and construct, operate, replace and maintain pipelines, valve, valve boxes and other gas transmission and distribution facility(ies) therein, and all necessary fixtures thereto, recorded January 30, 1974 as Entry No. 608546, in book 1044, page 821 of Official Records
The legal description contains an overall description of John U. Webber and Ruth M. Webber Trailer Park. There are certain strips of land in said project that a 12-foot easement in favor of Mountain Fuel Supply Company exist. Said project no longer exists because the overall legal description encompasses Westwood Village Mobilehome Community, Country Place Subdivision, and Parcel 3 of Title Report. Although the John U. Webber and Ruth M. Webber Trailer Park may not exist these easements described therein may still affect the Subject Property.

Exception #23
A Grant of Easement in favor of Central Weber Sewer Improvement District to install and construct, operate, replace and maintain a sanitary sewer line and all related facilities) therein, and all necessary fixtures thereto, recorded September 24, 1980 as Entry No's 820498 & 820501, in book 1366, pages 1738 and 1741 of Official Records
Evidence of sewer manholes was found during the field work at the locations of the angle points of the easement shown hereon. Sewer manholes were not located because of the depth in which they were buried. The exception document describes a 30-foot-wide construction easement and a 15-foot-wide permanent easement, both are shown hereon.

Exception #24
A Grant of Easement in favor of the Mountain Fuel Supply Company to install and construct, operate, replace and maintain pipelines, valves, valve boxes and other gas transmission and distribution facilities therein, and all necessary fixtures thereto, recorded December 15, 1985 as Entry No. 1097089, in book 1573, page 497 of Official Records.
The legal description contained in the exception document is the overall boundary of Westwood Village Mobilehome Community. The document describes easements that are eight feet on each side of the centerlines shown on the attached plat. There is no attached plat in the exception document therefore the location of said easements is unknown but may affect the subject property.

Exception #25
A Grant of Easement in favor of MHC Operating Limited Partnership to install and construct, operate, replace and maintain a sewer line and all related facility(ies) therein, and all necessary fixtures thereto, recorded June 22, 1999 as Entry No. 1644926, in book 2019, page 303 of Official Records
The legal description contained in the exception document describes a 10-foot Sewer Line Easement. There is an error in the description as it includes the basis of bearing between the Northwest Corner and the North 1/4 Corner of Section 11, T6N, R2W, SLB&M. The Northwest Corner of said Section is not in but it is witnessed by a Weber County Monument 5 feet away which may have been mistaken as the actual Section Corner. A Survey done by David E. Hawkes with Boundary Consultants (File No. 6377) describes this error and places the easement correctly.

Exception #26
Together with an easement for operating, replacing, removing, repairing, servicing and maintaining an irrigation culvert and related appurtenances and improvements, recorded June 22, 1999 as Entry No. 1644928, in book 2019, page 311 of official records
The legal description in the exception document calls along an existing buried irrigation line as being the centerline of a 10-foot-wide easement. The exact location of the irrigation line was not located therefore the limits of exception shown hereon are purely mathematical.

Exception #27
A Grant of Easement in favor of Farr West City Corporation to install and construct, operate, replace and maintain a sanitary sewer system and all related facility(ies) therein, and all necessary fixtures thereto, recorded December 27, 2000 as Entry No. 1743907, in book 2107, page 2537 of Official Records
Sewer manholes were found somewhat buried and it appears the intent of the easement is for it to encompass the manholes in the center of the easement. The easement does not contain the found manholes in the center. Mathematical limits of exception are shown hereon.

Exception #28
Contains no plottable descriptions.

Exception #29
Four Mile Creek running along the Southerly boundary of Parcels 2 and 3 and any rights associated thereto
Four Mile Creek is shown as per field measurements. The centerline was determined as per top of bank measurements. The centerline of Four Mile Creek is the Corporate Limit line between Farr West City & Marriott-Slaterville.

Exception #30
Agreement by and between THE STATE OF UTAH, acting through the BOARD OF WATER RESOURCES and the WEBER BOX ELDER CONSERVANCY DISTRICT, recorded MAY 17, 1996 as Entry No. 1406842 in Book 1806 at Page 2917 of Official Records

Easement and conditions contained therein, with WEBER BOX ELDER CONSERVANCY DISTRICT, as Grantor and BOARD OF WATER RESOURCES, as Grantee, for an easement to use the existing water distribution system of canals, ditches, pipelines and all appurtenant works and facilities of the WEBER BOX ELDER CONSERVANCY DISTRICT, recorded MAY 17, 1996 as Entry No. 1406843 in Book 1806 at Page 2925 of Official Records
The easement conveyed to the State of Utah as described in the exception document as Entry No. 1406843 contains the following language, "an easement to use the existing water distribution system of canals, ditches, pipelines, and all appurtenant works and facilities of the WEBER-BOX ELDER CONSERVATION DISTRICT. Numerous Sections of land are listed and among them Section 2, T6N, R2W, SLB&M is listed which is the Section in which a large portion of the Subject Property is located.

Exceptions #31-33
Contains no plottable descriptions.

civilsolutionsgroup inc.
CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net

ALTA/NSPS LAND TITLE SURVEY
LOCATION: SW1/4 OF SECTION 2 AND NW1/4 & NE1/4 OF SECTION 11, T6N, R2W, SLB&M
FARR WEST, UTAH
PROPERTY OF: SLATER FAMILY PROPERTIES, LLC; THE J.P.S. REVOCABLE TRUST; & THE M.S. REVOCABLE TRUST
PREPARED FOR: ELEVANTAGE CONSULTING, LLC & JLM DEVELOPMENT, LLC

REVISION BLOCK		
NO	DATE	DESCRIPTION

SCALE: 1" = 200'	DRAWN BY: L. CHUGG
DATE: 2-27-2026	PROJECT #: 25-211

SHEET 4 OF 4

DEVELOPMENT AGREEMENT
for the
_____ DEVELOPMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between FARR WEST CITY, a political subdivision of the State of Utah ("City") and JLM Development, LLC, a Utah limited liability company, and Elevantage Consulting, L.L.C., a Utah limited liability company (known collectively herein as the "Master Developer" or "Developer"), known together herein as the "Parties."

RECITALS

WHEREAS, Master Developer has a valid, binding equitable interest in and is under contract to purchase certain property located in City boundaries, as more specifically defined herein; and
WHEREAS, City's objective is to only approve development that supports and advances the health, safety, and welfare of the community, as generally described in the general plan and as otherwise determined appropriate by the Farr West City Council; and
WHEREAS, Master Developer is willing to develop the properties in a manner that is in harmony with and intended to promote the long-range policies, goals and objectives of the City's General Plan, City's Land Use Ordinances, and other development regulations; and
WHEREAS, This Agreement is intended to set forth the agreement between the Parties regarding the development of the Property in accordance with this Agreement to be consistent with the Municipal Land Use, Development, and Management Act (LUDMA), as set forth in Title 10, Chapter 20 of the Utah Code, as amended ("Act"); as well as with the City's Land Use Ordinances as set forth in the Farr West City Code; and
WHEREAS, The Parties have cooperated in the preparation of this Agreement and understand that this Agreement is a "Development Agreement" within the meaning of the Act; and
WHEREAS, Master Developer has indicated a desire to voluntarily enter and be bound by this Agreement; and
WHEREAS, Master Developer desires to develop the Property in the R-1-15 Residential Zone, and Master Developer intends to pursue development phases over time, with the recordation of each corresponding final plat phase occurring in logical progression based on market conditions; and
WHEREAS, Master Developer is proposing residential single-family housing units and additional density beyond the baseline allowances of the current City code R-1-15 Residential Zone, which custom density configuration is granted explicitly under the legislative authority of this Agreement; and
WHEREAS, The Parties desire to enter into this Agreement to more fully specify the rights and responsibilities of Master Developer to develop the Property as expressed in this Agreement, and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement, and all other applicable laws; and
WHEREAS, The Project will be located on land referred to herein as the "Property". The Property is as more specifically described in **Exhibit A – Property Legal Description** and illustrated in **Exhibit B – Property Graphic Depiction**. A Concept Plan showing the general location and layout of the Project is contained in **Exhibit C – Concept Plan & Graphic Map Notes**.
NOW, THEREFORE, in consideration of the recitals, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT TERMS

1. **Incorporation of Recitals and Exhibits.**
   The foregoing Recitals and **Exhibits A, B, C, D, and E** are hereby incorporated into this Agreement.
2. **Effective Date, Expiration, Termination.**
   2.1. Effective Date. The Effective Date of this Agreement is the earlier of:
   2.1.1. The last date upon which it is signed by any of the Parties hereto; or

DRAFT

2.1.2. The recordation of this Agreement in the official records of the Weber County Recorder. Notwithstanding the foregoing, the Parties explicitly agree that this Agreement is executed contingently upon the Master Developer closing escrow and recording the underlying Warranty Deed for the acquisition of the Property. If the Master Developer does not close title on the Property within one hundred twenty (120) calendar days following the City Council's execution hereto, this Agreement shall be deemed automatically void ab initio, and the Parties shall be restored to their pre-agreement status without liability.

2.2. Expiration and Zone Reversion.

2.2.1. Expiration of Agreement Related To Development of the Property. The expiration of this Agreement as it relates to the development of the Property or the establishment of new uses on the Property shall be as provided in Section 2.2.3 of this Agreement, unless earlier terminated or modified by written amendment as set forth herein, or unless the use is abandoned as governed by the Code. In the case of abandonment, this Agreement shall terminate on the date abandonment has been determined. Upon expiration or termination of this Agreement, the portion of the Property that has not been developed as set forth in this Agreement, including any parcel or portion of parcel that could be further developed, shall thereafter be governed as follows:

2.2.1.1. The rights and responsibilities set forth herein related to establishing new development on the Property or establishing new uses on the Property shall terminate; at which time the rights and responsibilities of the Prior Zone shall govern remaining development or the establishment of new uses on the Property; and

2.2.1.2. the portion of the Property that has not been developed as set forth in this Agreement shall automatically revert to the Prior Zone without further Notice, unless the legislative body decides to keep the existing zone or rezone the Property in any other manner. The Parties agree that should zone reversion occur, the process due and provided for the adoption of this Agreement and related rezone accomplishes the process due for the zone map to be reverted to the Prior Zone, and any future owners of any portion of the Property are hereby on notice accordingly. Existing development and uses lawfully established under this Agreement prior to expiration or termination shall be deemed nonconforming rights, as governed by the Code and the Act.

2.2.1.3. After the expiration or termination of this Agreement, the legislative body may make changes to the zoning provisions established in Section 2.2.1.1 and Section 2.2.1.2 pursuant to their typical legislative authority under Utah law.

2.2.2. Expiration of Agreement Related to Ongoing Performance Responsibilities. Notwithstanding the expiration or termination of this Agreement, all ongoing operations, performance, and maintenance responsibilities such as, but not limited to, compliance with requirements pertaining to outdoor lighting, landscaping, noise, berming or buffering, parks, pathways, or building or architectural designs shall remain in effect as legislatively adopted land use provisions that govern any development that has occurred on the Property pursuant to this Agreement. After the expiration or termination of this Agreement, typical legislative action shall be required to make changes thereto. This provision shall not be interpreted to be a restriction on the City's legislative power to act otherwise if deemed appropriate at that time by the legislative body.

2.2.3. Term. This Agreement expires **10 years** after the Effective Date.

2.2.3.1. **Automatic Renewal.** If prior to the expiration of this Agreement Master Developer has not been notified of an uncured Default that has remained unresolved past the expiration of all applicable notice and cure periods provided in Section 13, then this Agreement shall be automatically extended for an additional ten (10) years.

2.3. **Termination.** This Agreement may be terminated by mutual written agreement of the Parties to this Agreement. This Agreement automatically terminates, without notice, in the following circumstances:

2.3.1. The term of this Agreement expires and is not extended as provided in Section 2.2.3.1;

2.3.2. The Project is abandoned or the use is discontinued. For purposes of this Agreement, "abandonment" or "discontinuance" shall only be deemed to occur if the Master Developer completely ceases all physical construction, grading, and development activity on the Property for a continuous period of not less than twelve (12) consecutive months, excluding delays caused by force majeure, market fluctuations, or city processing delays.

Commented [A1]: Reduced to 12

2.3.3. The Master Developer defaults on any provision of this Agreement and the default is not resolved as specified in Section 13 of this Agreement; or

2.3.4. The provisions of Section 5.4 of this agreement take effect.

3. **Definitions and Interpretation.**

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have the same meaning as provided by the Code, if applicable. When consistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall apply to all genders whenever the context requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental officials or entities refer to those officials or entities and their Successors. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision.

3.1. **Act** means the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§10-20-101, et seq.

3.2. **Agreement** means this Development Agreement between the City and Master Developer, approved by the City Council, and executed by the undersigned, including all of this Agreement's exhibits.

3.3. **Applicant** means a person or entity submitting a Development Application, a Modification Application or a request for an Administrative Decision.

3.4. **Assignee** means a person or entity that assumes the rights and responsibilities of Master Developer pursuant to a valid assignment, as provided in Section 11.4 of this Agreement.

3.5. **City Council** means the elected members of the City Council of Farr West City.

3.6. **Building Permit** means the City's building permit or building permit review process, as specified in the Code.

3.7. **Buildout** means the completion of all of the development on all of the Property for all of the Project.

3.8. **Code** means the City's Code containing its land use regulations adopted pursuant to the Act.

3.9. **Concept Plan** means **Exhibit C – Concept Plan & Graphic Map Notes**, a conceptual plan for the Project which is hereby approved by the City as part of this Agreement. The Concept Plan sets forth general guidelines for the proposed future development of the Property. Notwithstanding the foregoing, the total unit count, maximum density, and primary access points shown on Exhibit C are vested rights of the Master Developer and shall not be reduced during subsequent subdivision or site plan reviews.

3.10. **Design Review** means the City's design review process, as specified in the Code.

DRAFT

3.11. **Default** means a material breach of this Agreement.

3.12. **Development Standards** means a set of standards approved by the City as a part of the approval of the Concept Plan and this Agreement controlling certain aspects of the design and construction of the development of the Property including setbacks, building sizes, height limitations, lot widths, parking and signage; and, the design and construction standards for buildings, roadways, Project Improvements, and other System Improvements.

3.13. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision, a Design Review, a Building Permit, or any other permit, certificate, or other authorization from the City required for development of the Project.

3.14. **Effective Date.** "Effective Date" has the meaning set forth in Section 2 of this Agreement.

3.15. **Force Majeure Event** means any event beyond the reasonable control of the affected Party that directly prevents or delays the performance by such Party of any obligation arising under this Agreement, including an event that is within one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; pandemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to the Project caused by third parties; riot or similar civil disturbance or commotion; material or supply delay; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of governmental or judicial authority; and utility or infrastructure service delays, water or sewer hookup moratoria, or third-party land use litigation affecting the Project.

3.16. **Impact Fees** means those fees, assessments, or payments of money imposed by the City as a condition on development activity as specified in Utah Code Ann., §§ 11-36a-101, et seq.

3.17. **Modification Application** means an application to amend this Agreement.

3.18. **Notice** means any notice, demand, or other communication to or from any Party to this Agreement that is either required or permitted to be given to another Party.

3.19. **Parcel** means any parcel of land within the Property created by any means other than a Subdivision plat, upon which development is not approved.

3.20. **Parties** means the Master Developer and the City, including their Successors.

3.21. **Phase** or **Phasing** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer but in compliance with the Code and this Agreement.

3.22. **Planning Commission** means the Farr West City Planning Commission.

3.23. **Project** means the development to be constructed on the Property pursuant to this Agreement with the associated public and private facilities if applicable and all of the other aspects approved as part of this Agreement including its exhibits.

3.24. **Project Improvements** means those improvements of public or private infrastructure which are specified in this Agreement, by the Code, or as a condition of the approval of a Development Application because they are necessary for development of the Property, such as local roads or utilities, which are designed to serve an individual Phase of the Project.

3.25. **System Improvements** has the meaning set forth in the Utah Impact Fees Act, Utah Code Ann. § 11-36a-102, and means existing public facilities designed to provide services to service areas or the community at large, including regional trails, public parks, and associated public parking lots as detailed in Exhibit D of this Agreement. Any dedication, improvement, facility, utility, roadway, trail, park, drainage, stormwater, or public amenity required by the City that exceeds the facilities necessary to serve the Project shall constitute a System Improvement or reimbursable public improvement. Developer shall be entitled to dollar-for-dollar impact fee credits, reimbursement, offsets, or direct payment for the full cost and value of such improvements, including land value, design, engineering, permitting, utility relocation, construction, inspection, financing, and loss of developable area.

Commented [LK2]: Was this discussed in DRC?

DRAFT

~~3.25.~~3.26. **Property** means the land area on which the Project will be sited, as more specifically described in **Exhibit A – Property Legal Description** and **Exhibit B – Property Graphic Depiction (ALTA Survey)**.

~~3.26.~~3.27. **Public Landscaping** means landscaping Improvements within street rights-of-way, in required Public Park Open Space, and on other properties owned by a public entity or required to be open to the public.

~~3.27.~~3.28. **Routine and Uncontested** means simple and germane to the Project or Property, having very little chance of affecting the general character of the area, and not anticipated to generate meaningful concern from the public.

~~3.28.~~3.29. **Subdeveloper** means an entity not "related" (as determined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for Subdivision platting.

~~3.29.~~3.30. **Subdivision** means the division of any portion of the Project into a subdivision pursuant to the Act and/or the Code.

~~3.30.~~3.31. **Subdivision Application** means the application to create a Subdivision.

~~3.31.~~3.32. **Successor** means a person or entity that succeeds to a Party's rights and responsibilities under this Agreement by any means, whether in whole or in part, and whether directly or indirectly. It does not include a purchaser or other transferee to whom Master Developer or its Successor conveys a lot within an approved subdivision.

4. **Conflicting Provisions**

The City's vested laws shall apply to each Development Application except as the City's vested laws are expressly modified by this Agreement (including any written provision in all exhibits thereto). For any conflict between the exhibits and this Agreement, this Agreement shall prevail. For any conflict between exhibits and each other, the Parties shall meet and confer in good faith to resolve the ambiguity in a manner that best preserves the Master Developer's vested density and layout intent as shown in the Concept Plan (Exhibit C). The Parties agree that the graphic depiction of the Project provided in **Exhibit C – Concept Plan & Graphic Map Notes** is conceptual in nature and designed to illustrate the general layout and configuration of the Project's streets, clusters of lots, trails, open spaces, and other amenities to which Master Developer shall be entitled. By nature of being conceptual, these exhibits may not show all specifics necessary for the Project to comply with all City's vested laws, which shall not be interpreted to be an exception to City's vested laws, except where this Agreement, its Exhibits, or the specific Tiered Development Standards in Section 8.9 and 8.10 explicitly contemplate a deviation, variation, or modification from standard City Code standards.

5. **Vested Rights and Reserved Legislative Powers.**

5.1. **Vested Rights**. To the maximum extent permitted under the laws of the City, the State of Utah, and the United States, the Parties hereto intend that this Agreement grants to Master Developer the right to develop and use the Project, as outlined in the Conceptual Plan and subject to the requirements set forth in this Agreement, without modification or interference by the City (collectively the "Vested Rights"). The Parties intend that the rights granted to the Master Developer under this Agreement are contractual and are also those rights that exist under statute, common law, and at equity. The Parties specifically intend that this Agreement grants to Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code.

5.2. **Existing Laws.** Except as otherwise specified in this Agreement, the Parties hereby mutually volunteer to the application of the Code in effect at the time of the Effective Date herein to the Project until this Agreement is terminated or expires. The Code is incorporated into this Agreement by reference.

5.3. **Exceptions to Vested Rights.** The Parties understand and agree that the Project may be required to comply with future changes to the Code that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the City that would be applicable to the Project:

5.3.1. City Discretion to Apply Future Laws. City has full discretion to either apply or not apply any future law or adopted standard provided it does not explicitly conflict with any specific provision of this Agreement.

5.3.2. Written Agreement. The Parties may mutually agree, in writing, to the application of future laws to the Project.

5.3.3. Compliance with State and Federal Laws. Future laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project.

5.3.4. Safety Code Updates. Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code (IBC), International Residential Code (IRC), the American Public Works Association (APWA) Specifications, American Association of State Highway and Transportation Officials (AASHTO) Standards, the Manual of Uniform Traffic Control Devices (MUTCD), the National Association of City Transportation Officials (NACTO) or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety, or welfare;

5.3.5. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated;

5.3.6. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City, or a portion of the City as specified in the lawfully adopted fee schedule, and which are adopted pursuant to State law.

5.3.7. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, imposed, and collected provided that any such impact fees strictly comply with the Utah Impact Fees Act and are roughly proportional to the direct impacts generated by the Project.

5.4. Future Laws. Future Laws and Preservation of Material Obligations. The Parties acknowledge and agree that the City's approval of this Agreement and the associated rezone is based, in material part, on Master Developer's obligations under this Agreement and on the requirements, limitations, standards, and conditions applicable under the City Code in effect on the Effective Date. Master Developer's performance of those obligations is a material inducement for the City's approval of this Agreement and the associated rezone, and is an essential part of the consideration received by the City.

5.4.1. Future Laws. For purposes of this Section, "Future Law" means any statute, regulation, ordinance, binding judicial decision, binding administrative order, or other legally binding governmental action that becomes effective after the Effective Date and that creates, recognizes, expands, or applies a right, defense, exemption, limitation, or other legal basis by which Master Developer could avoid, reduce, delay, invalidate, or materially impair any obligation imposed on Master Developer under this Agreement or under the City Code in effect on the Effective Date.

5.4.2. Waiver by Master Developer. To the maximum extent permitted by law, Master Developer knowingly, voluntarily, and irrevocably waives any right, defense, exemption, limitation, claim, or other legal benefit arising from a Future Law to the extent the Future Law would allow Master Developer to avoid, reduce, delay, invalidate, or materially impair any material obligation imposed on Master Developer under this Agreement or under the City Code in effect on the Effective Date. Master Developer agrees that the obligations described in this Section shall continue to apply

as contractual obligations, independent of whether the City could impose the same obligations on similarly situated property under laws enacted after the Effective Date.

5.4.3. Non-Waivable Change in Law. If a Future Law is not legally waivable, or if Master Developer's waiver under Subsection 5.4.2 is ineffective to preserve the City's material benefit of the bargain, the Parties shall confer in good faith to determine whether this Agreement may be amended in a manner that is lawful and that preserves, to the greatest extent practicable, the material obligations, benefits, and burdens originally agreed upon by the Parties.

5.4.4. City Determination. If the City determines, in its reasonable discretion, that a Future Law has materially impaired the City's benefit of the bargain and that the impairment cannot be cured by waiver, performance, or amendment, the City may terminate this Agreement as provided in Section 2. The City may instead determine, in writing, to continue this Agreement in effect notwithstanding the Future Law. Any such written determination applies only to the specific Future Law identified in the determination and does not waive the City's rights with respect to any other Future Law or later impairment.

5.5. **Reserved Legislative Powers.** Master Developer acknowledges that the City is restricted in its authority to limit its police powers by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under its police powers, any such legislation shall only be applied to modify the vested rights of Master Developer as referenced herein under the terms of this Agreement based upon policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as codified in the Act. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in similarly situated incorporated areas of the City; and unless in good faith the City declares an emergency based on a verified, imminent threat to public health or safety, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

6. Project Description.

6.1. **Residential Component.** The Project shall consist of a master-planned, single-family detached residential community developed across multiple sequential phases based on market absorption.

6.1.1. **Scope and Target Product Type.** Dwellings constructed within the Project shall be limited to single-family detached structures, including single-story (rambler) and two-story/multi-story layouts. The total configuration across all development phases shall not exceed three hundred eighty-six (386) total dwelling units, with individual lot configurations matching the Tiered Development Standards set forth in Section 8.9.2 of this Agreement.

6.2. **Open Space and Amenities Component.** The Project features an integrated public open space network, localized recreational assets, and multi-modal trail infrastructure designed to serve both the residents of the subdivision and the broader community of Farr West City.

6.2.1. **Dedicated Public Assets.** Master Developer shall dedicate and construct public recreational facilities in accordance with Exhibit D, including: (a) a multi-use trail network running parallel to the existing creek corridor; (b) a localized trailside satellite play area; and (c) a central public system improvement park formally designated and monumented under Section 8.4.3 as "Marian Park." Marian Park shall feature a concrete-pad picnic pavilion, a minimum of two (2) regulation-size

DRAFT

pickleball courts, a primary children's play structure, and dedicated off-street public parking lot facilities.

6.3. **Buildable Area Requirements.** Each lot shall have a building area defined strictly by the setback, lot coverage, and dimensional standards set forth in Section 8 below and Exhibit C (Concept Plan & Graphic Map Notes). Compliance with these numerical standards shall conclusively satisfy this requirement.

6.4. **Precedence of Agreement.** Development standards within the Project shall conform to the underlying single-family residential zone and all applicable City ordinances, **except where such ordinances conflict with or are expressly modified by the specific matrices, dimensions, lot areas, size of buildings, heights, tiers, and builder-discretion allowances set forth in Section 8 of this Agreement**. In the event of any conflict or ambiguity between Farr West City municipal zoning ordinances and Section 8 of this Agreement, **the terms, matrices, and builder-discretion provisions of this Agreement shall strictly control, take precedence, and govern the Project**.

7. **Project Location and Illustration.**

The Project is located on the Property as described in **Exhibit A – Property Legal Description**, and illustrated in **Exhibit B – Property Graphic Depiction (ALTA Survey)**. The overall master layout and configuration of the residential lots, parks, and infrastructure are represented on the **Exhibit C – Concept Plan & Graphic Map Notes**.

8. **Development Standards.**

8.1. **Project Density.** In exchange for the Master Developer's binding obligations to dedicate park land, install public amenities, and make cash donations as detailed herein, City hereby grants the Project the specific higher residential density configuration shown on Exhibit C – Concept Plan & Graphic Map Notes in this Agreement.

8.1.1. City agrees to allow no more than three hundred eighty-six **(386) total single-family dwelling units**. Master Developer shall have the right to reduce the total unit counts via an administrative approval without requiring a formal amendment to this Agreement.

8.2. **Phasing.** The City acknowledges that Master Developer, Assignees of Master Developer, and/or Subdevelopers who have purchased Parcels of the Property may submit multiple applications from time-to-time to develop and/or construct portions of the Concept Plan for the Project in Phases. Allowance for Phasing is subject to the following and any other Phasing provision in this Agreement:

8.2.1. **Construction Drawings Required.** Phasing is only allowed if each Phase is based on an approved final plat that succeeds an approved preliminary plat/plan. A final plat for a Phase shall not be submitted or accepted until after a complete set of construction drawings for that specific Phase (including any off-site infrastructure loops or line-extensions necessary to serve that Phase) has been reviewed and approved by the City Engineer. The construction drawings shall include all required Improvements of this Agreement and the Code.

8.2.2. **Streets and Pathways.** Each Phase shall provide for the logical extension of improvements of the public road and pathways system as conceptually represented in the Concept Plan.

8.2.3. **Project Improvements.** Each Phase shall provide logical extension of Project Improvements through and throughout the Project as approved by the City in compliance with the terms of this Agreement and other applicable provisions of the Code.

8.3. **Per-Lot Cash Donation for Public Capital Infrastructure.**

8.3.1. **Purpose and Menu of Permitted Uses.** In consideration of the higher residential density configuration and zoning flexibility granted by the City under Section 8.1, which provides a material economic benefit to the Project that exceeds standard zoning

DRAFT

allowances, the Master Developer elects to pay to the City a non-refundable donation of **$4,000 per residential lot**. The Parties to this Agreement understand and agree these funds are not Impact Fees nor are these funds intended in any way to offset, reduce, or otherwise affect any Impact Fees attributed to the Master Developer.

8.3.2. Voluntary Nature of Contribution. The Master Developer hereby acknowledges, agrees, and stipulates that the cash contribution of $4,000 per residential lot (the "Contribution") described herein is made completely voluntarily, at the Master Developer's sole discretion, and is entered into freely and without duress, coercion, or compulsion by the City. The Master Developer explicitly acknowledges that the City has not forced, required, or demanded this Contribution as a standard condition of development approval, but rather that it is a freely negotiated terms of this voluntary Agreement.

8.3.3. Funding and Restricted Account. The City shall deposit all funds collected under this Section into a restricted municipal capital project account. The City Council retains sole legislative flexibility to allocate and expend these funds over time, provided the money is used exclusively for one or more of the following public infrastructure assets:

- **8.3.3.1.** The design, engineering, or construction of a municipal community center building.
- **8.3.3.2.** The acquisition, development, or improvement of public parks, trails, and recreational open spaces.
- **8.3.3.3.** The acquisition, design, expansion, or construction of public roads, intersections, or collector streets.

8.3.4. Timing, Calculation, and Covenant Not to Record. This voluntary per-lot donation shall be calculated and paid at the time of final plat recordation for each applicable Phase. The total payment for each Phase shall equal $4,000 multiplied by the exact number of building lots within that specific final Phase. The Master Developer agrees and covenants that it shall not request, and the City shall have no obligation to execute or record any final plat Phase until the Master Developer has submitted the corresponding voluntary payment for that particular Phase.

8.3.5. Waiver. The Master Developer, on behalf of itself and any successors, builders, or assigns, hereby waives, releases, and forever relinquishes any and all legal or equitable claims, demands, or causes of action against the City, its officers, or its employees, challenging the validity, constitutionality, or enforceability of this voluntary donation.

8.4. Park and Open Space Dedication. The Master Developer shall dedicate to the City the fee simple title for the park and open space parcels explicitly depicted on Exhibit C – Concept Plan & Graphic Map Notes.

8.4.1. Conveyance Timing. Title transfer shall occur simultaneously with the recordation of the final plat Phase containing or adjacent to said park space.

8.4.2. Title Condition. Dedicated land must be free and clear of all liens, financial encumbrances, and hazardous materials.

8.4.3. Condition of Naming Rights.

- **8.4.3.1. Official Park Naming Designation.** As a material condition of the Master Developer's dedication of the City Park parcel (as shown on Exhibit C) under Section 8.4, and in recognition of the historic land contribution by the underlying landowners, the City formally and permanently agrees to name the main public park facility "Marian Park."
- **8.4.3.2. Mandatory Signage and Monumentation.** The Master Developer shall design and construct a permanent, masonry or heavy-timber monument entry sign at the primary entrance of the Main Community

DRAFT

Park parking lot displaying the official name specified in Section 8.4.3.1. The procurement and installation costs of this specific entry monument sign shall count toward the Developer's mandatory additional $1,000 per-lot amenity expenditure required under Section 8.5.2.

8.4.3.3. Covenant of Permanence. The City agrees that the official park name established herein shall be used on all official municipal maps, city reservation portals, and park entrance signage. The City covenants that it shall not change or revoke the name of the park facility for a minimum period of fifty (50) years from the date of official city acceptance, unless explicitly agreed to in writing by the Master Developer or the original land-selling entity.

8.5. Park Amenities and Monetary Donation. The Master Developer shall design, construct, and install all park, trail, and parking amenities outlined in **Exhibit D (Park Amenities Conceptual Framework & Fiscal Cap).**

8.5.1. Proof of Costs and Credit Verification. The Master Developer shall provide the City Engineer with standard itemized receipts, invoices, and unconditional lien waivers verifying the eligible costs incurred for the installation of the Exhibit D amenities and system improvements only upon the physical completion of the specific amenity segment. The verification of amenity costs shall be handled independently of, and shall not be used by the City to delay or withhold, the release of standard performance security or the issuance of Certificates of Occupancy for residential units within any underlying or adjacent residential Phase.

8.6. Amenity Phasing & Completion Milestones.

8.6.1. Creek Trail Segment. The *Creek Trail System* and the adjacent *Trailside Satellite Play Area* must be fully completed and accepted by the City within twenty four (24) months following the recordation of the final plat Phase immediately adjacent to the creek, or prior to the issuance of the building permit for the **250th residential lot** within the overall Project, whichever occurs later.

8.6.2. Main Park Segment. The *Main Community Park Amenities* (Pavilion, Pickleball Courts, and Primary Play Structure) must be completed and accepted prior to the issuance of the building permit for the **150th residential lot** within the overall Project, without any overriding time-based expiration or calendar limitation.

8.6.3. Definition of Acceptance for Milestones. For the purposes of evaluating compliance with the completion milestones set forth in Sections 8.6.1 and 8.6.2, the terms "accepted" or "acceptance" by the City shall mean Initial Conditional Acceptance (construction completion sign-off by the City Engineer).

8.6.3.1. Milestone Satisfaction. A milestone shall be deemed fully satisfied the moment the City Engineer issues a written conditional acceptance punch list clearance, or upon the expiration of the fifteen (15) business day inspection window set forth in Section 10.1, whichever occurs first.

8.6.3.2. Exclusion of Warranty Period. The subsequent one (1) year municipal maintenance warranty period shall not be used by the City to delay milestone satisfaction, withhold building permits for unaffected lots, or halt the issuance of Certificates of Occupancy for residential units within the Project.

DRAFT

8.7. **Street Right-of-Way Dedication.** Master Developer agrees to dedicate or, if allowed by the City, otherwise reserve the Project's street rights-of-way, as illustrated and labeled in **Exhibit C – Concept Plan & Graphic Map Notes**, as public thoroughfares at no cost to the City. The City shall be responsible for all recording and administrative fees associated with accepting such public dedications.

8.8. **Tiered Lot Development Standards.**

8.8.1. **Establishment of Lot Tiers.** To accommodate the diverse housing products shown on the Exhibit C – Concept Plan & Graphic Map Notes, residential lots are categorized into four distinct size Tiers based on gross lot area. The specific location and distribution of these Tiers shall be designated on each final plat Phase.

8.8.2. **Dimensional and Coverage Matrix.** All single-family residential dwellings constructed within the Project shall comply with the specific setback, lot dimension, and lot coverage maximums established in the matrix below, subject to the administrative relief exceptions detailed in Section 8.9.4:

Development Standard	**Tier I 4,000 – 5,999 sq. ft. lot size as shown on Exhibit C – Concept Plan & Graphic Map Notes**	**Tier II 6,000 – 7,999 sq. ft. lot size as shown on Exhibit C – Concept Plan & Graphic Map Notes**	**Tier III 8,000 – 9,999 sq. ft. lot size as shown on Exhibit C – Concept Plan & Graphic Map Notes**	**Tier IV 10,000 sq. ft. lot size as shown on Exhibit C – Concept Plan & Graphic Map Notes**
Minimum Lot Area	4,000 sq. ft.	6,000 sq. ft.	8,000 sq. ft.	10,000 sq. ft
Minimum Lot Width including corner lots (Measured 30 feet behind Front Property Line)	40 Feet	60 Feet	70 Feet	80 Feet
Minimum Front Setback (Applies to City and State Roads)	15 Feet (Living Space) 20 Feet (Garage Door)	20 Feet	20 Feet	20 Feet
Minimum Rear Setback	15 Feet	15 Feet	15 Feet	15 Feet
Minimum Side Setback (Interior Lot Lines)	5 Feet (Each Side)	**Flexible** (See 8.9.3.2)	**Flexible** (See 8.9.3.2)	**Flexible** (See 8.9.3.2)
Minimum Corner Side Setback (Side Facing the Street)	15 Feet	15 Feet	15 Feet	15 Feet
Minimum Corner Side Setback (Side Facing Adjacent Lot)	5 Feet	5 Feet	5 Feet	10 Feet
Maximum Lot Coverage	55%	50%	45%	45%

Commented [LK3]: To be revised by Planning Commission

Commented [LK4]: Reference???

DRAFT

Size of Buildings (Minimum Ground Floor Area)	Min. 600 sq. ft. for Two-Story Min. 800 sq. ft. for Single-Story	Min. 800 sq. ft. for Two-Story Min. 1,000 sq. ft. for Single-Story	Min. 900 sq. ft. for Two-Story Min. 1,200 sq. ft. for Single-Story	Min. 900 sq. ft. for Two-Story Min. 1,200 sq. ft. for Single-Story
Minimum Height of Buildings	8 Feet or 1 Story, whichever is greater	8 Feet or 1 Story, whichever is greater	8 Feet or 1 Story, whichever is greater	8 Feet or 1 Story, whichever is greater
Maximum Height of Buildings	35 feet	35 feet	35 feet	35 feet
Required Off-Street Parking	2 Garage Spaces	2 Garage Spaces	2 Garage Spaces	2 Garage Spaces

8.8.3. Specific Measurement Rules.

8.8.3.1. Lot Coverage Calculation. Maximum Lot Coverage means the total footprint of all primary residential structures and attached garages divided by the total gross square footage of the lot. Patios, driveways, uncovered decks under 30 inches in height, and sidewalks shall not be included in the coverage calculation.

8.8.3.2. Flexible Side Yards (Tiers II, III, and IV). For all lots within Tiers II, III, and IV, the minimum total combined side yard setback shall be twenty (20) feet. The Master Developer or homebuilder may distribute this 20-foot total across the two side yards in any configuration (e.g., 10'/10' or 5'/15'), provided that no single side yard setback is ever less than five (5) feet.

8.8.3.2.1. Three-Car Garage Exception for Tier II Lots. Notwithstanding the 20-foot combined side yard requirement outlined above, any residential dwelling constructed on a Tier II lot that includes an attached, functional three-car (or larger) garage shall automatically qualify for a reduced side yard standard. For these qualifying homes, the side yard setbacks shall be a flat minimum of five (5) feet on each side (resulting in a total combined side yard setback of ten (10) feet). This reduction shall be granted automatically by City staff during administrative building permit review upon submittal of architectural floor plans showing the qualifying garage configuration.

8.8.3.3. Building Height Measurement. Building height shall be measured from the average elevation of the finished grade at the front building line to the highest ridge of the roof structure. Walk-out basements or minor architectural protrusions (such as chimneys or cupolas) shall not be calculated toward the 35-foot maximum limit.

8.8.4. Unilateral Builder Discretion for Special Lot Exceptions. The City acknowledges that utility easements, corner lot geometry, and cul-de-sac turnarounds heavily restrict standard home building footprints and geometric widths. To ensure these lots remain functional and marketable, the Master Developer or homebuilder shall have sole, unilateral discretion to apply the following exceptions at the time of building permit

DRAFT

application, which the City shall approve administratively without variance, adjustments to fees, or public hearing:

8.8.4.1. **Uncapped Tier Choice for Electrical Easements**. Any residential lot within the Project that is encumbered by, or directly adjacent to, a high-voltage electrical or power line easement **shall be permitted to utilize the development standards (setbacks, minimum lot area, lot width measured 30 feet behind Front Property Line, size of buildings, and lot coverage) of any lower Tier (down to and including Tier I)**. The choice of which lower Tier standards to apply shall be made entirely at the discretion of the builder based on their preferred housing product.

8.8.4.2. **Adjacency Tier Matching for Corner and Cul-de-Sac Lots.** If a corner lot or a cul-de-sac lot is situated such that the majority of its immediately adjacent **residential lots** are classified under a lower Tier than the lot itself, the builder may unilaterally elect to build to **that same lower Tier standard for setbacks, minimum lot area, lot width measured 30 feet behind the Front Property Line, size of buildings, and lot coverage**. For the purposes of this section, "immediately adjacent" means lots that share a side property line or rear property line with the subject corner or cul-de-sac lot.

8.8.4.3. **Absolute Builder Autonomy and Process.** The application of the exceptions in this Section 8.9.4 is at the sole discretion of the builder and does not require the separate consent or approval of the City Zoning Administrator or City Council. The City shall process and issue building permits utilizing the builder's chosen Tier standards, provided the selected Tier matches one of the four established categories in Section 8.9.2.

8.8.5. Accessory Structures and Detached Buildings.

8.8.5.1. **Small Accessory Structures (Under 200 Square Feet).** Any detached storage shed, playhouse, or accessory structure measuring less than two hundred (200) square feet in total footprint shall be permitted on all residential lots within the Project subject to a flat three (3) foot minimum setback from any rear or interior side property line. No building permit or city zoning clearance shall be required for structures meeting this size threshold.

8.8.5.2. **Large Accessory Structures (200 Square Feet or Greater).** Detached garages, workshops, or accessory structures measuring two hundred (200) square feet or greater shall comply with the following flat standards across all Tiers:

8.8.5.2.1. **Minimum Rear Setback:** Five (5) feet.

8.8.5.2.2. **Minimum Side Setback:** Five (5) feet.

8.8.5.2.3. **Maximum Height:** Twenty-four (24) feet, measured from finished grade to the highest roof ridge.

8.8.5.3. **Location Restrictions.** No accessory structure of any size shall be

DRAFT

located within a required front yard setback or within a utility easement corridor, unless explicitly permitted by the easement holder. Detached accessory structures must maintain a minimum clear separation distance of five (5) feet from the primary residential dwelling structure.

8.8.5.4. Cumulative Lot Coverage Inclusion. The footprint of any large accessory structure governed by Section 8.9.5.2 shall count toward the Maximum Lot Coverage percentages established in the Section 8.9.2 matrix. The footprint of small accessory structures governed by Section 8.9.5.1 shall be completely exempt from cumulative lot coverage calculations.

8.9. Residential Driveways and Street Approaches.

8.9.1. Maximum Front Yard Driveway Width. To accommodate attached three-car (or larger) garages and ensure functional vehicular backing movements, the maximum allowable width for residential driveways and concrete flatwork located within the front yard setback is hereby expanded beyond standard Code limits.

8.9.1.1. Maximum Width. For any residential lot featuring an attached three-car garage configuration, the concrete driveway width shall be permitted to measure up to a maximum of thirty-six (36) feet in total width at the primary building line.

8.9.1.2. Combined Area Limit. In no event shall the total paved driveway surface area occupy more than fifty percent (50%) of the total front yard area.

8.9.2. Expanded Curb Approach and Flares. Standard municipal restrictions limiting street curb cuts and driveway approaches to twenty-four (24) feet shall not apply to three-car garage homes within this Project.

8.9.2.1. Maximum Approach Width. The concrete driveway approach (the apron spanning from the public curb and gutter to the property line) is explicitly permitted to be constructed at a maximum width of thirty (30) feet, excluding the standard concrete transition wings/flares.

8.9.2.2. Administrative Review. The City Engineer shall automatically approve these expanded curb-cut dimensions on all civil engineering construction drawings and individual residential building permit plot plans without requiring a variance or separate encroachment permit.

8.10. Wastewater Treatment Facility Disclosure and Buyer Notification.

8.10.1. Acknowledgement of Proximity. The City and Master Developer acknowledge that the Project is located in proximity to the Central Weber Sewer Improvement District wholesale wastewater treatment plant located at 2618 West Pioneer Road. The Master Developer agrees to provide explicit, proactive notification of this proximity to all future homebuyers within the Project to prevent future nuisance claims regarding standard municipal utility operations.

8.10.2. Mandatory Three-Layer Notification Mechanism. To ensure compliance with Section 8.10.1, the Master Developer, its Assignees, and any subsequent Subdevelopers or homebuilders shall execute the following disclosure steps:

DRAFT

8.10.2.1. Final Plat Notice. Every final plat Phase recorded under this Agreement shall feature a conspicuous, permanent text note on the face of the plat stating substantially as follows: *"NOTICE: The lots within this subdivision are located in proximity to a wholesale wastewater treatment facility. Owners may experience occasional odors or noise associated with standard, lawful municipal utility plant operations."*

8.10.2.2. Real Estate Purchase Contract (REPC) Addendum. Every initial purchase agreement for a home or residential lot within the Project shall include a mandatory, standalone disclosure addendum matching the exact form set forth in **Exhibit E (Wastewater Treatment Facility Disclosure Addendum),** or a form substantially similar thereto approved in writing by the Master Developer. This addendum must be signed individually by the homebuyer prior to or at the time of executing the purchase contract, explicitly acknowledging the facility's location and operations.

8.10.2.3. CC&Rs Recording. The Master Developer shall embed this exact disclosure language within the Project's overarching Covenants, Conditions, and Restrictions (CC&Rs) recorded against the entire property chain-of-title.

8.11. Environmental and Wetland Regulatory Framework.

8.11.1. Acknowledgment of Wetland Delineation. The City and Master Developer acknowledge that a preliminary wetland delineation has identified an approximately 3.56-acre potential wetland on a portion of the Property, which is believed to be artificially fed by adjacent irrigation canal leakage, along with various other minor potential wetland pockets scattered across the Property (collectively, the "Subject Wetlands"). The Master Developer intends to resolve the regulatory status of these areas over time or through sequential Project Phasing.

8.11.2. Preemption of Federal and Mitigation Bank Approvals. City shall accept federal/state wetland determinations as conclusive as to wetland jurisdiction and mitigation, and shall not require additional wetland mitigation or legislative amendment based solely on resolved wetland status. Accordingly, upon the Master Developer providing proof of any one of the following three conditions, the affected areas shall be administratively cleared for standard residential development under the Vested Rights of this Agreement:

8.11.2.1. Approved Jurisdictional Determination (AJD). Submittal of a formal, written Approved Jurisdictional Determination or Letter of Concurrence from the U.S. Army Corps of Engineers (USACE) stating that the applicable Subject Wetlands are non-jurisdictional, do not constitute a Water of the United States (WOTUS), or are excluded artificial features; OR

8.11.2.2. Natural Drawdown via Phasing. Exclusion of the affected Subject Wetlands from initial development phases to allow for the structural repair of irrigation leaks, followed by an updated wetland delineation verifying that the specific land has naturally drawn down, dried out, and no longer meets federal wetland criteria; OR

8.11.2.3. Off-Site Mitigation Bank Credits. Provision of a formal receipt or certificate proving that the Master Developer has, at its sole discretion, successfully purchased appropriate wetland mitigation credits from a

DRAFT

state-approved mitigation bank (such as Machine Lakes Mitigation Bank or an equivalent USACE-authorized facility) to completely offset the impact to any portion or all of the Subject Wetlands.

8.11.3. **Absolute City Compliance and Permit Issuance.** Upon the Master Developer's fulfillment of any single condition set forth in Section 8.12.2, the City Engineer and City staff shall immediately treat the reclaimed land as fully buildable acreage subject strictly to the standard Tiered Lot Development Standards of Section 8.9. The City explicitly waives any municipal right under local Sensitive Lands ordinances to withhold final plat reviews, site plan approvals, or Building Permits for the affected lots based on historical or resolved wetland designations.

9. Amendments, Modifications, and Revisions.

This Agreement may be amended by mutual agreement of the Parties only if the amendment is in writing and approved and signed by Master Developer and City (an "Amendment"). The following sections specify what Project changes can be undertaken without the need for amendment of the Development Agreement, and what changes require Amendment to this Agreement.

9.1. **Who may Submit Modification Applications.** Only the City and Master Developer or an Assignee that succeeds to all of the rights and obligations of Master Developer under this Agreement (and not including a Subdeveloper) may submit a Modification Application. Notwithstanding the foregoing, a Subdeveloper may submit a Modification Application that applies exclusively to a specific Phase or Parcel owned by such Subdeveloper, provided that the modification does not reduce the overall density, alter master infrastructure, or negatively impact the remainder of the Project owned by the Master Developer, and further provided that such application is accompanied by the prior written consent of the Master Developer.

9.2. **Modification Application Contents and Process.**

9.2.1. **Contents.** Modification Applications shall:

9.2.1.1. **Identification of Property.** Identify the property or properties affected by the Modification Application.

9.2.1.2. **Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.

9.2.1.3. **Identification of Non-City Agencies.** Identify any Non-City agencies potentially having jurisdiction over the Modification Application.

9.2.1.4. **Map.** Provide a map of any affected property and all property within three hundred feet (300') showing the present or intended uses and density of all such properties, to the extent such data is not already maintained in the City's current GIS database.

9.2.1.5. **Fee.** Be accompanied by a fee in an amount reasonably estimated by the City to cover the costs of processing the Modification Application.

9.2.2. **Planning Commission Review of Modification Applications.**

9.2.2.1. **Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in light of the nature and/or complexity of the Modification Application.

9.2.2.2. **Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding effect on the consideration of the Modification Application by the City Council.

9.2.3. **City Council Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application the City Council shall consider the Modification Application.

DRAFT

9.3. **Project Facility Repair, Maintenance, and Replacement.** Master Developer shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement without amending the Agreement.

9.4. **Authorized Changes, Enlargements, or Alterations.** As set forth below, City staff may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project in their respective administrative capacities. The following types of Changes are considered minor, and shall be approved administratively by City staff within fourteen (14) business days of submission. If City staff fails to issue a written approval or a detailed written denial citing specific non-compliance with Vested Laws within said fourteen (14) business day period, the requested Change shall be deemed automatically and conclusively approved by the City for all purposes:

Commented [A5]: Increased to 14

9.4.1. **Landscaping Changes.** Any changes to this Agreement's landscaping designs, guidelines, standards, plantings, materials and installation of the same anywhere in the project.

9.4.2. **De Minimis Changes.** Other de minimis changes requested by the Master Developer, which are reasonably consistent with the intent of this Agreement and the R-1-15 Residential Zone, and are Routine and Uncontested.

9.4.3. **Dimensional and Envelope Shifts.** Any shift in internal lot lines, building footprints, or building envelopes of ten percent (10%) or less;

9.4.4. **Engineering Adjustments.** Any modification to internal street layouts, utility alignments, or easement locations required by final civil engineering, provided the change maintains equivalent connectivity and capacity;

9.4.5. **Setback and Structural Variations.** Any minor variation in structural setbacks or building dimensions that does not increase total approved density.

10. **Miscellaneous Provisions.**

10.1. **Financial Guarantee Requirements.** Except as expressly modified by the terms of this Agreement, Master Developer agrees to be governed by the financial guarantee provisions in the Code in effect at the time of the Effective Date. In addition to required Improvements listed in the Code, Master Developer further agrees that the financial guarantee shall include all required Project Improvements and System Improvements specified in this Agreement (including Exhibit D).

10.2. **Parcel Sales.** Master Developer may obtain approval of a Subdivision that does not create any individually developable lots in the Parcel without being subject to any requirement in the Code to complete or provide security for the Project Improvements at the time of the Subdivision, except that the City may require as a part of the Subdivision of the Parcel the construction of perimeter Project Improvements such as curb and gutter, sidewalks and fire hydrants, only at the time a final subdivision plat creating individually developable residential lots is recorded for that specific Parcel, and not at the time of a raw land or bulk parcel sale. The responsibility for completing and providing security for completion of any Project Improvements in the Parcel shall be that of the Master Developer or a Subdeveloper upon a further Subdivision of the Parcel that creates individually developable lots. The provisions of the foregoing notwithstanding, no division shall be made that disproportionately splits the public spaces or public Improvements anticipated by this Agreement or the Code without first providing adequate security in a manner satisfactory to City to ensure those public Improvements or spaces are provided; provided, however, that compliance with the explicit Amenity Phasing & Completion Milestones set forth in Section 8.6 of this Agreement shall conclusively satisfy this requirement for all bulk parcel transfers and land divisions.

11. **General Provisions.**

11.1. **Entire Agreement.** This Agreement, and all exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

DRAFT

11.2. Headings. The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.

11.3. No Third Party Rights/No Joint Venture. This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Master Developer. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights.

11.4. Assignability. The rights and responsibilities of Master Developer under this Agreement may be assigned as provided below by Master Developer with the consent of the City as provided herein.

11.4.1. Partial Assignment. If any proposed assignment is for less than all of Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

11.4.1.1. Joint and Several Liability of Master Developer. The entities comprising the Master Developer under this Agreement shall be **jointly and severally liable** to the City for the performance of all Master Developer obligations, infrastructure installations, and financial guarantees required herein. Notwithstanding the foregoing, upon a valid partial assignment or a bulk phase parcel sale to a Subdeveloper pursuant to Section 11.4.2, **both entities comprising the Master Developer shall be automatically, completely, and equally released from liability** relative to that transferred property.

11.4.2. Sales not an Assignment. Master Developer's selling or conveying a lot in any approved Subdivision, or a Parcel or any other real estate interest within the Project, to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the City.. Upon the recordation of a deed transferring a Parcel or Phase to a Subdeveloper, the Master Developer shall be fully and automatically released from all future liability, infrastructure installation duties, and performance obligations under this Agreement relative to that transferred property, and all such development, vertical construction, and master-planned infrastructure responsibilities shall automatically transfer to and be assumed by the purchasing Subdeveloper.

11.4.3. Related Party Transfer. Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Project, or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the City Notice of any event specified in this subsection within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

11.4.4. Notice. Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed Assignee that the City may reasonably

DRAFT

request in making the evaluation permitted under this Section. Such Notice shall include the following:

11.4.4.1. All necessary contact information for the proposed Assignee.

11.4.5. Grounds for Denying Assignment. The City may only withhold its consent for the following reasons:

11.4.5.1. If the City is not reasonably satisfied of the proposed Assignee's ability to perform the obligations of Master Developer that are proposed to be assigned;

11.4.5.2. If the City has reasonable, verified engineering concern that the assignment will separate the Project in a manner that creates unreasonable additional demand for any type of governmental service, including additional demand for coordination amongst Assignees or other administrative review services not otherwise anticipated at the time of the execution of this Agreement; or

11.4.5.3. If the City has reasonable concern that the assignment will separate the Project in a manner that negates the purpose of master planning the Project area as one complete development.

11.4.6. Assignee Bound by this Agreement. An Assignee shall be bound by the assigned terms and conditions of this Agreement.

11.5. Binding Effect. Except as otherwise specified in this Agreement, this Agreement shall be binding upon the Parties and their respective Successors. Except as otherwise specified in this Agreement, and except where its application would clearly not be reasonable, this Agreement shall also be binding upon all other persons or entities acquiring all or any portion of the Project, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever, including any lot, parcel or any portion thereof within the Property.

11.6. No Waiver. Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have unless the Party has waived the right in writing.

11.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and effect; provided, however, that if any material provision regarding approved density, unit counts, or Project layout is held to be invalid or unenforceable, the Master Developer (and not the City) may elect to terminate this Agreement as to any unrecorded phases, at which point the Parties shall be restored to their pre-agreement status for such unrecorded portions.

11.8. Mutual Drafting. Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either Party based on which Party drafted any particular portion of this Agreement.

11.9. Utah Law. This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.

11.10. Authority. Each Party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.

11.11. Duty to Act Reasonably and in Good Faith. Unless otherwise expressly provided, each Party shall act reasonably in giving consent, approval, or taking any other action under this

DRAFT

Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement, and each of them covenants that it will not at any time voluntarily and unreasonably engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement.

11.12. Communication and Coordination. The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.

11.13. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement that is due to a Force Majeure Event shall excuse performance of the obligation for a period equal to the duration of that prevention, delay or stoppage, provided that the affected Party provides written Notice to the other Party detailing the nature and anticipated duration of the Force Majeure Event within thirty (30) days of its occurrence.

11.14. Reserved.

11.15. Subjection and Subordination. Each person or entity that subsequently acquires an ownership interest, beneficial interest, or equitable interest in all or any portion of the Project hereby automatically subjects and subordinates such interests to this Agreement and all amendments hereof. Notwithstanding the foregoing, the provisions of this Section shall not automatically subordinate, invalidate, or prime the senior lien priority of any bona fide third-party institutional mortgage, deed of trust, or construction loan secured by the Master Developer for the financing of Project infrastructure, unless such lender explicitly executes a separate, voluntary written subordination instrument.

11.16. Other Necessary Acts. Each of the Parties shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

12. Notices.

12.1. Written Notice. Any Notice given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by facsimile transmission or email.

12.2. Addresses. Notices shall be given to the Parties at their addresses set forth as follows in this section. Any Party may change its address for Notice under this Agreement by giving written Notice to the other Party in accordance with the provisions of this section.

If to the City:
Farr West City
1896 NORTH 1800 WEST
FARR WEST, UT 84404

If to Master Developer:

12.3. Effectiveness Of Notice. Except as otherwise provided in this Agreement, each Notice shall be effective and shall be deemed delivered on the earliest of:

12.3.1. Physical Delivery. Its actual receipt, if delivered personally or by courier service.

DRAFT

12.3.2. **Electronic Delivery.** Its actual receipt, if delivered electronically by email or facsimile, provided the sender receives an automated read-receipt or a written electronic confirmation of receipt from the receiving Party. If no electronic confirmation is received within twenty-four (24) hours, the Notice must be followed by physical or mail delivery as set forth herein.

12.3.3. **Mail Delivery.** Three (3) business days after the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail or upon actual documented physical delivery to the recipient's address, whichever is earlier.

13. **Default and Remedies.**

13.1. **Notice of Default.** If Master Developer or a Subdeveloper or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

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

13.1.1.1. **Claim of Default.** Specify the claimed event of Default, including the approximate date of when the Default is determined to have begun;

13.1.1.2. **Identification of Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

13.1.1.3. **Specify Materiality.** Identify why the Default is claimed to be material.

13.1.2. **Cure Period.** Upon receipt of a Notice of Default, the defaulting Party shall have thirty (30) calendar days from the effective date of the Notice to fully cure the alleged Default.

13.2. **Dispute Resolution Process.**

13.2.1. **Conference.** In the event of any dispute relating to this Agreement, the Parties, upon the request of either Party, shall meet within fourteen (14) calendar days to confer and seek to resolve the dispute ("Conference"). The Conference shall be attended by the following Parties: (a) the City shall send department director(s) and City employees and contractors with information relating to the dispute, and (b) Master Developer shall send Master Developer's representative and any consultant(s) with technical information or expertise related to the dispute. The Parties shall, in good faith, endeavor to resolve their disputes through the Conference.

13.2.2. **Mediation.** If this Conference process does not resolve the dispute within the 14-day Conference period, the Parties shall in good faith submit the matter to mediation. The Parties shall send the same types of representatives to mediation as specified for the "Conference" process. Additionally, the Parties shall have representatives present at the mediation, or available by telephone, with full authority to make a settlement within the range of terms being discussed, should settlement be deemed prudent. The mediation shall take place within forty-five (45) days of the Parties submitting the dispute to mediation. If the dispute is not able to be resolved through the mediation process in the 45-day period, the Parties may pursue their legal remedies in accordance with Utah and local law.

13.3. **Remedies.** If the Parties are not able to resolve a Default, then the Parties may exercise any or all of the following remedies, as applicable:

13.3.1. **Code Enforcement.** The Master Developer's failure to comply with this Agreement constitutes a violation of the Code, and is subject to the enforcement provisions and remedies available for a code violation.

13.3.2. **Legal Remedies.** Subject to the dispute resolution process described above, the Parties may pursue any rights and remedies available at law and in equity, including injunctive

DRAFT

relief and specific performance, but each Party explicitly waives the right to seek special, indirect, incidental, punitive, or consequential damages arising from a Default.

13.3.3. Enforcement of Security. The City may draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

13.3.4. Withholding Further Development Approvals. The City may withhold all further reviews, approvals, licenses, Building Permits and/or other permits for development of the Project in the case of a Default by Master Developer until the Default has been cured.

13.3.5. Extended Cure Period. If any Default cannot be reasonably cured within sixty days, then such cure period shall be extended so long as the defaulting Party can provide evidence that it is pursuing a cure with reasonable diligence.

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

13.4. Venue. Any action to enforce this Agreement shall be brought only in the Second Judicial District Court in and for Weber County, State of Utah.

14. Entire Agreement.

This Agreement, together with all exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement is specifically intended by the Parties to supersede all prior agreements between them or recorded to the property, whether written or oral.

15. Covenants Running with the Land

The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots, as opposed to Subdivided plats or Parcels, in the Project shall (1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; and (2) have no right to bring any action under this Agreement as a third-party beneficiary or otherwise.

16. Counterparts.

This Agreement may be executed in multiple counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile or by e-mail shall be deemed originally signed copies of this Agreement.

IN WITNESS HEREOF, the Parties hereto, having been duly authorized, have executed this Agreement.

FARR WEST CITY

_____

David P. Bolos, Mayor

Vote of City Council

Yes No

___ ___ Council Member Anderson

DRAFT

___ ___ Council Member Williams

___ ___ Council Member Shupe

___ ___ Council Member Blind

___ ___ Council Member Jay

APPROVED AS TO FORM:

ATTEST:

_____

Farr West City Attorney

_____

City Recorder

Farr West City Acknowledgment

State of Utah)
)ss.
County of Weber)

On the _____ day of _____, 20__, personally appeared before me David P. Bolos, the signer of the foregoing instrument, who proved to me on the basis of satisfactory evidence to be the Mayor of Farr West City, and who acknowledged to me that Farr West City executed the same by authority of its City Council.

_____

NOTARY PUBLIC
(Place Notary Seal/Stamp to the Right)

DRAFT

"Master Developer"

JLM DEVELOPMENT, LLC, a Utah limited liability company
By: _____
Print Name: _____
Title: _____

DATE: _____

Master Developer Acknowledgment

State of Utah)
)ss.
County of Weber)

On the _____ day of _____, 20__, personally appeared before me _____, who proved to me on the basis of satisfactory evidence to be the Manager of JLM Development, LLC, a limited liability company, and acknowledged to me that they executed the foregoing instrument on behalf of said limited liability company by proper authority of its members or its articles of organization.

_____
NOTARY PUBLIC
(Place Notary Seal/Stamp to the Right)

ELEVANTAGE CONSULTING, L.L.C., a Utah limited liability company
By: _____
Print Name: _____
Title: _____

DATE: _____

Master Developer Acknowledgment

State of Utah)
)ss.
County of Weber)

On the _____ day of _____, 20__, personally appeared before me _____, who proved to me on the basis of satisfactory evidence to be the Manager of Elevantage Consulting, L.L.C., a limited liability company, and acknowledged to me that they executed the foregoing instrument on behalf of said limited liability company by proper authority of its members or its articles of organization.

_____
NOTARY PUBLIC
(Place Notary Seal/Stamp to the Right)

DRAFT

EXHIBIT A – PROPERTY LEGAL DESCRIPTION

PARCEL 1: (Tax I.D. 15-004-0033)
The East one half of the Southwest Quarter of Section 2, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey.
Less and excepting the North 82 feet of the East 60 feet.
Also excepting therefrom the following: A parcel of ground situate in the Southwest Quarter of Section 2, Township 6 North, Range 2 West, Salt Lake Base and Meridian, in the County of Weber, State of Utah, being more particularly described as follows: (basis of bearing for this description is between the Southwest Corner and the South Quarter Corner of said Section 2, said bearing being North 89°24'16" East) beginning at a point in a 6 foot chain link fence North 0°17'16" west along the Center of the Section line of said Section 2, 106.68 feet from the South Quarter Corner of said Section 2, and running thence North 01°11'48" West, along said chain link fence, 121.46 feet; thence North 0°38'11" West 323.78 feet along said fence; thence North 0°06'18" West, along said fence, 243.92 feet; thence leaving said fence, South 88°51'43" East 3.12 feet; thence along said Center of Section Line, South 0°17'16" East 689.06 feet to the point of beginning.

PARCEL 2: (Tax I.D. 15-004-0089)
Part of the South Half of Section 2, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point North 0°17'16" West 795.74 feet along the West line of the Southeast Quarter from the South Quarter Corner of said Section 2, and running thence North 0°06'18" West 11.40 feet; thence South 88°51'43" East 6.78 feet; thence South 0°06'18" East 11.40 feet; thence North 88°51'43" West 6.78 feet to the West line of the Southeast Quarter of said Section 2 and the point of beginning.

PARCEL 3: (Tax I.D. 15-030-0011)
Part of the Northeast Quarter of Section 11, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point 448.47 feet South 00°07'04" East along the Quarter Section Line from the Southwest corner of the Southeast Quarter of said Section 2; running thence North 84°22'38" East 34.65 feet, more or less, to an existing fence; thence 7 courses along said fence as follows: South 04°32'54" East 330.10 feet, more or less, South 49°38'44" East, 75.14 feet, South 22°44'30" East 391.00 feet, South 10°35'15" West 145.67 feet, North 88°53'15" East 304.45 feet, South 83°24'34" East 817.15 feet and South 89°18'15" East 535.23 feet to the West line of Highway 84; thence South 0°40' West 6.99 feet along said West line; thence North 89°15' West 561.97 feet; thence North 84°00' West 12 chains (792.00 feet) ; thence West 8.22 chains (542.52) feet to the Quarter Section Line; thence North 00°07'04" West 888.53 feet to the point of beginning.
EXCEPTING THEREFROM the following described property: Beginning at a point which is South (00°07'04" East) 1337.0 feet along the Section Line from the North Quarter corner of said Section 11; running thence North 460 feet, more or less, to the center of Four Mile Creek; thence Southerly along the center of said creek to a point East of the point of beginning; thence West 30 feet, more or less, to the point of beginning.

PARCEL 4: (Tax I.D. 15-030-0073)
Part of the Northwest Quarter of Section 11, Township 6 North, Range 2 West of the Salt Lake Base and Meridian, U.S. Survey: Beginning at the Northeast Corner of said Quarter Section; and running thence South 875 feet, to the center of the channel of Four Mile Creek; thence down said channel, on the Center Line, to a point 501 feet West and 700 feet South of the Northeast Corner of said Quarter Section; thence West 72.72 feet; thence North 05°56' East 703.47 feet; thence North 89°41' East 568 feet to the

DRAFT

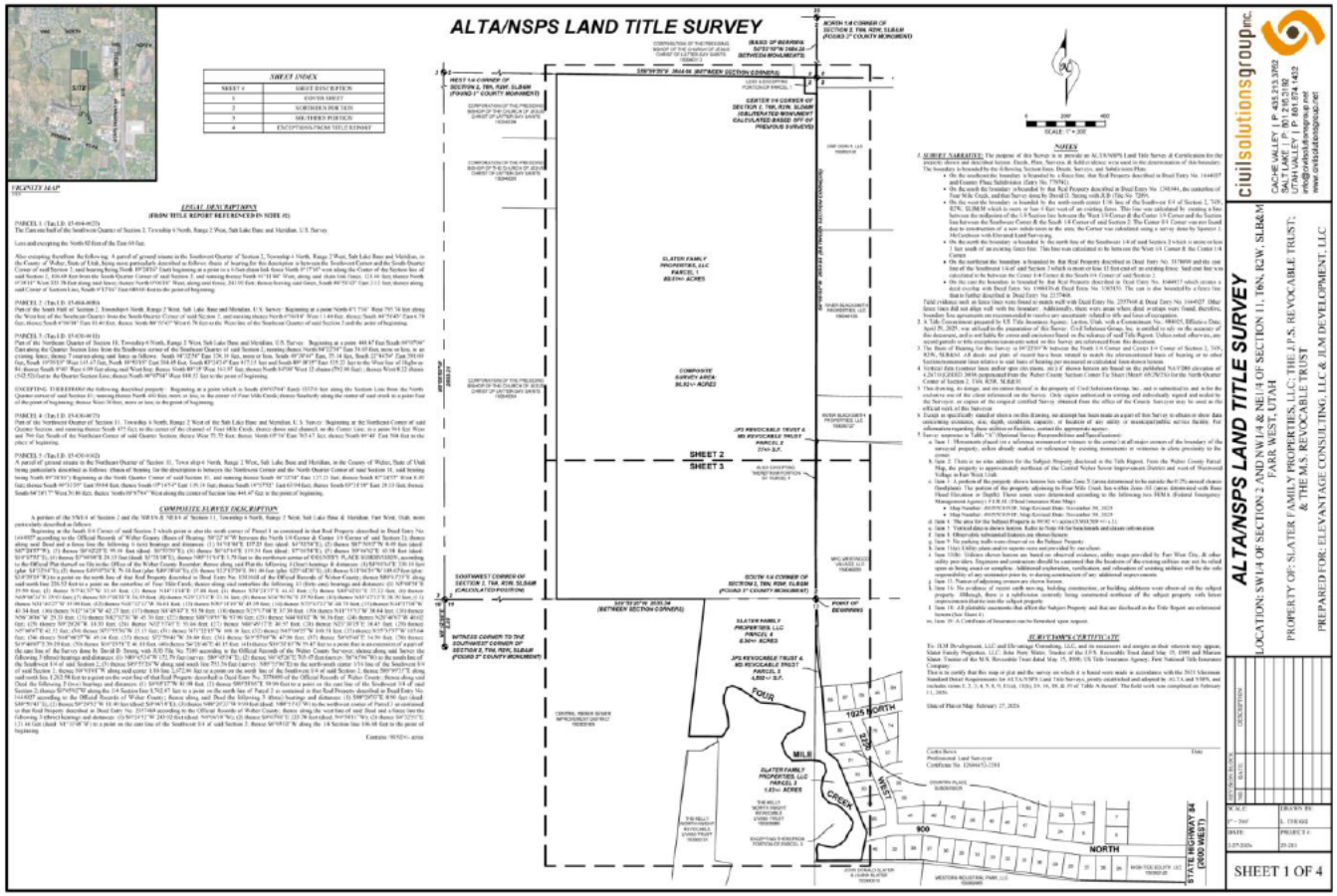
place of beginning.

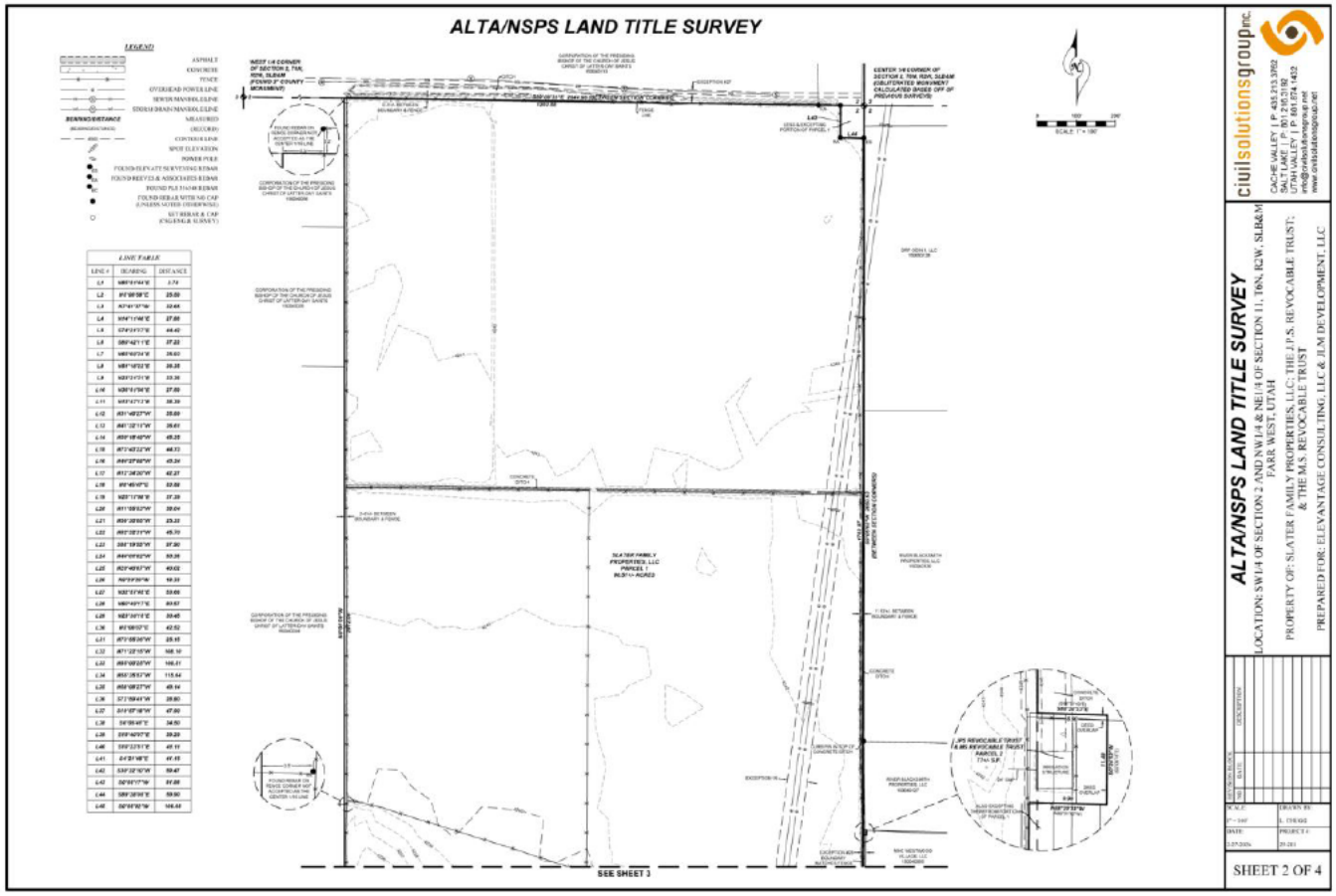
PARCEL 5: (Tax I.D. 15-030-0162)
A parcel of ground situate in the Northeast Quarter of Section 11, Township 6 North, Range 2 West, Salt Lake Base and Meridian, in the County of Weber, State of Utah,
being particularly described as follows: (Basis of bearing for the description is between the Northwest Corner and the North Quarter Corner of said Section 11, said bearing
being North 89°24'16") Beginning at the North Quarter Corner of said Section 11, and running thence South 04°32'54" East 137.23 feet; thence South 87°24'57" West 8.49
feet; thence South 00°33'35" East 99.04 feet; thence South 07°16'54" East 119.34 feet; thence South 10°17'52" East 63.94 feet; thence South 03°31'18" East 28.13 feet; thence
South 84°38'17" West 30.86 feet; thence North 00°07'04" West along the center of Section line 448.47 feet to the point of beginning.

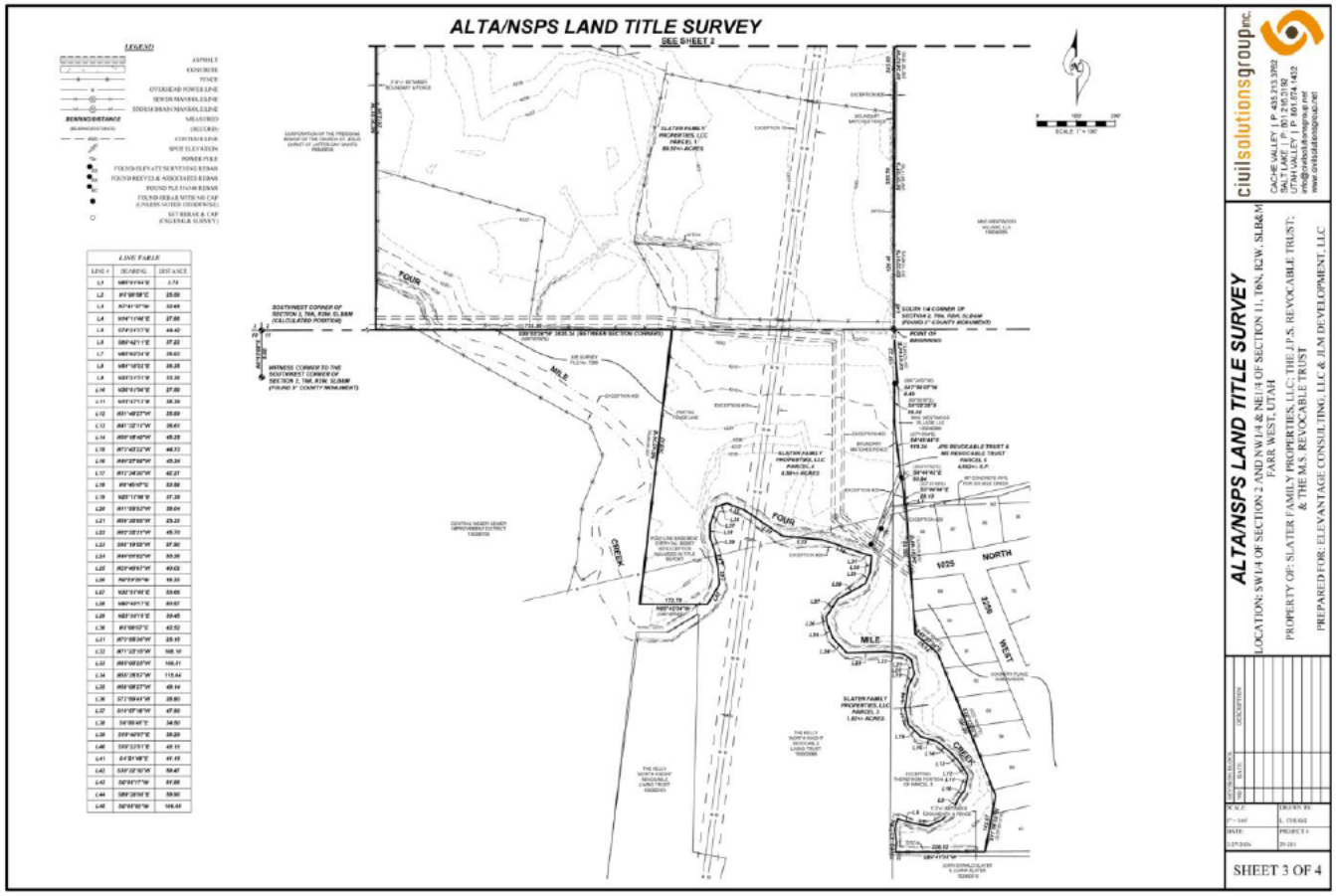
DRAFT

EXHIBIT B – PROPERTY GRAPHIC DEPICTION (ALTA SURVEY)

DRAFT


ALTA/NSPS LAND TITLE SURVEY
SHEET INDEX
VICINITY MAP
LEGAL DESCRIPTIONS
(FROM TITLE REPORT REFERENCED IN NOTE #1)
COMPOSITE SURVEY DESCRIPTION
BASIS OF BEARINGS
NOTES
SURVEYOR'S CERTIFICATE
SLATER FAMILY PROPERTIES, LLC PARCEL 1 80.01+/- ACRES
COMPOSITE SURVEY AREA 86.82+/- ACRES
JPS REVOCABLE TRUST & MS REVOCABLE TRUST PARCEL 2 3741+/- S.F.
SHEET 2
SHEET 3
SLATER FAMILY PROPERTIES, LLC PARCEL 2 6.26+/- ACRES
JPS REVOCABLE TRUST & MS REVOCABLE TRUST PARCEL 3 1.82+/- ACRES
SLATER FAMILY PROPERTIES, LLC PARCEL 3 1.82+/- ACRES
WITNESS CORNER TO THE SOUTHWEST CORNER OF SECTION 2, T6N, R2W, SLB&M (FOUND 3" COUNTY MONUMENT)
SOUTHWEST CORNER OF SECTION 2, T6N, R2W, SLB&M (CALCULATED POSITION)
POINT OF BEGINNING
FOUR
1925 NORTH
MILL
CREEK
900
NORTH
STATE HIGHWAY 84 (900 WEST)
civilsolutionsgroup inc.
LOCATION: SW1/4 OF SECTION 2 AND NW1/4 & NE1/4 OF SECTION 11, T6N, R2W, SLB&M
FARR WEST, UTAH
PROPERTY OF: SLATER FAMILY PROPERTIES, LLC; THE J.P.S. REVOCABLE TRUST; & THE M.S. REVOCABLE TRUST
PREPARED FOR: ELEVANTAGE CONSULTING, LLC & JLM DEVELOPMENT, LLC
SHEET 1 OF 4


ALTA/NSPS LAND TITLE SURVEY
LEGEND
LINE TABLE
SEE SHEET 3
civilsolutionsgroup inc.
ALTA/NSPS LAND TITLE SURVEY
LOCATION: SW1/4 OF SECTION 2 AND NW1/4 & NE1/4 OF SECTION 11, T6N, R2W, SLB&M
FARR WEST, UTAH
PROPERTY OF: SLATER FAMILY PROPERTIES, LLC; THE J.P.S. REVOCABLE TRUST; & THE M.S. REVOCABLE TRUST
PREPARED FOR: ELEVANTAGE CONSULTING, LLC & JLM DEVELOPMENT, LLC
SHEET 2 OF 4


ALTA/NSPS LAND TITLE SURVEY
SEE SHEET 2
LEGEND
LINE TABLE
civilsolutionsgroup inc.
CACHE VALLEY | P: 435.213.3952
SALT LAKE | P: 801.2.95.5150
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net
ALTA/NSPS LAND TITLE SURVEY
LOCATION: SW1/4 OF SECTION 2 AND NW1/4 & NE1/4 OF SECTION 11, T6N, R2W, SLB&M
FARR WEST, UTAH
PROPERTY OF: SLATER FAMILY PROPERTIES, LLC; THE J.P.S. REVOCABLE TRUST;
& THE M.S. REVOCABLE TRUST
PREPARED FOR: ELEVANTAGE CONSULTING, LLC & JLM DEVELOPMENT, LLC
DESCRIPTION
DATE
DRAWN BY:
L. CRIGG
PROJECT #:
SHEET 3 OF 4

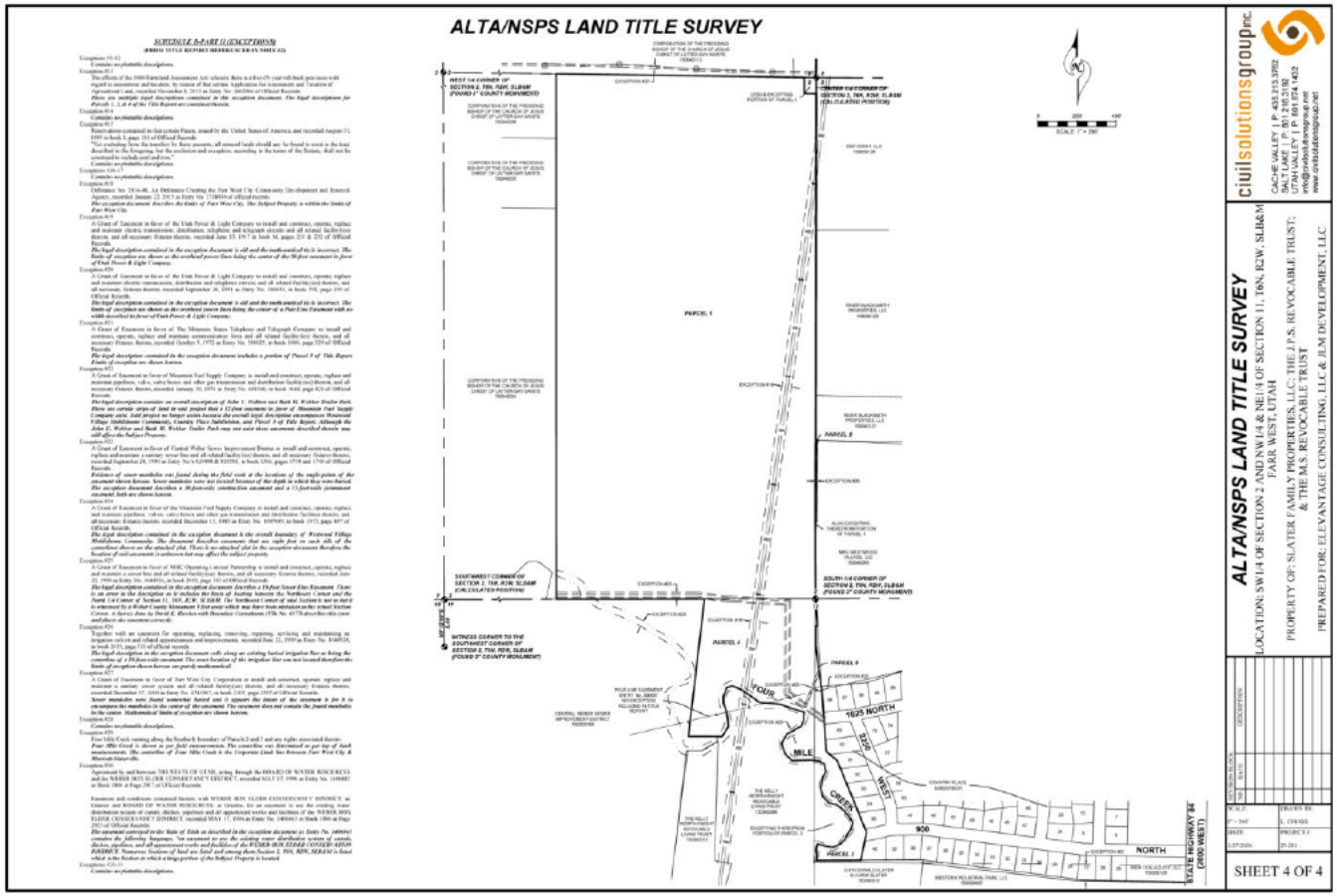

ALTA/NSPS LAND TITLE SURVEY
SCHEDULE B-PART II (EXCEPTIONS)
(FIRST TITLE REPORT REFERENCED IN NOTE #2)
Exceptions #1-#2
Contains no plottable descriptions.
Exception #3
The effects of the 1980 Farmland Assessment Act wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded November 6, 2015 as Entry No. 2663996 of Official Records.
There are multiple legal descriptions contained in the exception document. The legal descriptions for Parcels 1, 3, & 4 of the Title Report are contained herein.
Exception #4
Contains no plottable descriptions.
Exception #5
Reservations contained in that certain Patent, issued by the United States of America, and recorded August 31, 1889 in book 3, page 181 of Official Records.
"Yet excluding from the transfers by these presents, all mineral lands should any be found to exist in the land described in the foregoing, but the exclusion and exception, according to the terms of the Statute, shall not be construed to include coal and iron."
Contains no plottable descriptions.
Exceptions #16-17
Contains no plottable descriptions.
Exception #18
Ordinance No 2016-08, An Ordinance Creating the Fort West City Community Development and Renewal Agency, recorded January 22, 2017 as Entry No. 3718850 of official records.
The exception document describes the limits of Fort West City. The Subject Property is within the limits of Fort West City.
Exception #19
Grant of Easement in favor of the Utah Power & Light Company to install and construct, operate, replace and maintain electric transmission, distribution, telephone and telegraph circuits and all related facilities (not thereon, and all necessary fixtures thereto, recorded June 15, 1917 in book M, pages 251 & 252 of Official Records.
The legal description contained in the exception document is still and the mathematical tie is incorrect. The limits of exception are shown as the overhead power lines being the center of the 50-foot easement in favor of Utah Power & Light Company.
Exception #20
A Grant of Easement in favor of the Utah Power & Light Company to install and construct, operate, replace and maintain electric transmission, distribution and telephone circuits and all related facilities (not thereon, and all necessary fixtures thereto, recorded September 26, 1918 as Entry No. 106301, in book 59L, page 339 of Official Records.
The legal description contained in the exception document is still and the mathematical tie is incorrect. The limits of exception are shown as the overhead power lines being the center of a Pole Line Easement with an width described in favor of Utah Power & Light Company.
Exception #21
A Grant of Easement in favor of The Mountain States Telephone and Telegraph Company to install and construct, operate, replace and maintain communication lines and all related facilities (not thereon, and all necessary fixtures thereto, recorded October 5, 1972 as Entry No. 588025, in book 1046, page 229 of Official Records.
The legal description contained in the exception document includes a portion of Parcel 3 of This Report. Limits of exception are shown hereon.
Exception #22
A Grant of Easement in favor of Mountain Fuel Supply Company to install and construct, operate, replace and maintain pipelines, valves, valve boxes and other gas transmission and distribution facility (not thereon, and all necessary fixtures thereto, recorded January 30, 1975 as Entry No. 695548, in book 1048, page 828 of Official Records.
The legal description contains an overall description of John U. Webster and Ruth M. Webster Trailer Park. There are certain strips of land in said project that a 12-foot easement in favor of Mountain Fuel Supply Company exits. Said project no longer exists because the overall legal description encompasses Westwood Village Subdivision (commonly, Country Place Subdivision, and Parcel 3 of This Report. Although the John U. Webster and Ruth M. Webster Trailer Park may not exist these easements described therein may still affect the Subject Property.
Exception #23
A Grant of Easement in favor of Central Weber Sewer Improvement District to install and construct, operate, replace and maintain a sanitary sewer line and all related facility (not thereon, and all necessary fixtures thereto, recorded September 29, 1980 as Entry No's 829498 & 829500, in book 1266, pages 1518 and 1745 of Official Records.
Evidence of sewer manholes was found during the field work at the location of the angle points of the easement shown hereon. Sewer manholes were not located because of the depth in which they were buried. The exception document describes a 30-foot-wide construction easement and a 15-foot-wide permanent easement, both are shown hereon.
Exception #24
A Grant of Easement in favor of the Mountain Fuel Supply Company to install and construct, operate, replace and maintain pipelines, valves, valve boxes and other gas transmission and distribution facilities thereto, and all necessary fixtures thereto, recorded December 13, 1985 as Entr. No. 1059505, in book 1352, page 897 of Official Records.
The legal description contained in the exception document is the overall boundary of Westwood Village Subdivision Commonly. The document describes easements that are split five on each side of the centerlines shown on the attached plat. There is no attached plat to the exception document therefore the location of said easements is unknown but may affect the subject property.
Exception #25
A Grant of Easement in favor of NERC Operating Limited Partnership to install and construct, operate, replace and maintain a sewer line and all related facility (not thereon, and all necessary fixtures thereto, recorded June 25, 1999 as Entry No. 1648810, in book 2010, page 1411 of Official Records.
The legal description contained in the exception document describes a 10-foot Sewer Line Easement. There is an error in the description as it includes the bocis of bearing between the Northwest Corner and the North 1/4 Corner of Section 11, T6N, R2W, SLB&M. The Northwest Corner of said Section is not in fact monumented by a Weber County Monument it lost many which may have been omission on the actual Section Corner as survey done by David E. Hawkes with Boundary Consultants (File No. 4175) describes this corner and affects the easement hereon.
Exception #26
Together with an easement for operating, replacing, removing, repairing, servicing, and maintaining an irrigation culvert and related appurtenances and improvements, recorded June 21, 2999 as Entry No. 1648526, in book 2010, page 1110 of Official records.
The legal description in the exception document calls along an existing buried irrigation line so being the centerline of a 10-foot-wide easement. The exact location of the irrigation line was not located therefore the limits of exception shown hereon are purely mathematical.
Exception #27
A Grant of Easement in favor of Fort West City Corporation to install and construct, operate, replace and maintain a sanitary sewer system and all related facility (not thereon, and all necessary fixtures thereto, recorded December 27, 2016 as Entry No. 3701967, in book 2107, page 1937 of Official Records.
Sewer manholes were found somewhat buried and it appears the intent of the easement is for it to encompass the manholes in the center of the easement. The easement does not contain the found manholes in the center. Mathematical limits of exception are shown hereon.
Exception #28
Contains no plottable descriptions.
Exception #29
Four Mile Creek running along the Southerly boundary of Parcels 2 and 3 and any rights associated thereto.
Four Mile Creek is shown as per field measurements. The centerline was determined as per top of bank measurements. The centerline of Four Mile Creek is the Corporate Limit line between Fort West City & Mountain Meadow.
Exception #30
Agreement by and between THE STATE OF UTAH, acting through the BOARD OF WATER RESOURCES and the WEBER BOX ELDER CONSERVANCY DISTRICT, recorded MAY 17, 1996 as Entry No. 1488482 in Book 1806 at Page 2067 of Official Records.
Easements and conditions contained therein, with WEBER BOX ELDER CONSERVANCY DISTRICT as Grantee and BOARD OF WATER RESOURCES, as Grantee, for an easement to use the existing water distribution system of canals, ditches, pipelines and all appurtenant works and facilities of the WEBER BOX ELDER CONSERVANCY DISTRICT, recorded MAY 17, 1996 as Entry No. 1488481 in Book 1806 at Page 2053 of Official Records.
The easement conveyed to the State of Utah as described in the exception documents as Entry No. 1488481 contains the following language, "an easement to use the existing water distribution system of canals, ditches, pipelines, and all appurtenant works and facilities of the WEBER-BOX ELDER CONSERVANCY DISTRICT. Numerous locations of land are listed and among them Section 2, T6N, R2W, SLB&M is listed which is the location at which a large portion of the Subject Property is located.
Exceptions #31-#32
Contains no plottable descriptions.
PARCEL 1
PARCEL 2
PARCEL 3
PARCEL 4
PARCEL 5
EXCEPTION #27
EXCEPTION #28
EXCEPTION #29
EXCEPTION #30
EXCEPTION #31
EXCEPTION #32
EXCEPTION #33
EXCEPTION #34
EXCEPTION #35
WEST 1/4 CORNER OF SECTION 2, T6N, R2W, SLB&M (FOUND 3" COUNTY MONUMENT)
CENTER 1/4 CORNER OF SECTION 2, T6N, R2W, SLB&M (CALCULATED POSITION)
SOUTHWEST CORNER OF SECTION 2, T6N, R2W, SLB&M (CALCULATED POSITION)
SOUTH 1/4 CORNER OF SECTION 2, T6N, R2W, SLB&M (FOUND 3" COUNTY MONUMENT)
WITNESS CORNER TO THE SOUTHWEST CORNER OF SECTION 2, T6N, R2W, SLB&M (FOUND 3" COUNTY MONUMENT)
1625 NORTH
1525 WEST
900
MILE
CREEK
FOUR
NORTH
STATE HIGHWAY 84 (2600 WEST)
SCALE: 1" = 200'
civilsolutionsgroup inc.
CACHE VALLEY | P: 435.213.3502
SALT LAKE | P: 801.210.5130
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net
ALTA/NSPS LAND TITLE SURVEY
LOCATION: SW1/4 OF SECTION 2 AND NW1/4 & NE1/4 OF SECTION 11, T6N, R2W, SLB&M
FARR WEST, UTAH
PROPERTY OF: SLATER FAMILY PROPERTIES, LLC; THE J.P.S. REVOCABLE TRUST; & THE M.S. REVOCABLE TRUST
PREPARED FOR: ELEVANTAGE CONSULTING, LLC & JLM DEVELOPMENT, LLC
DESIGNED BY: K.L.J.
DRAWN BY: L. CRIGG
SCALE: 1" = 200'
DATE: 12-07-2020
PROJECT #: 19-281
SHEET 4 OF 4

EXHIBIT C: CONCEPT PLAN & GRAPHIC MAP NOTES

The graphic illustration attached hereto represents the approved conceptual configuration, street layout, primary access points, and maximum single-family residential density of the Project.

- **C.1. Definitive Density Vesting.** Pursuant to Section 3.9, Section 6.1.1, and Section 8.1.1 of this Agreement, the Master Developer is fully and contractually vested in the right to develop **a maximum configuration of three hundred eighty-six (386) single-family detached dwelling units** in the general layout illustrated on this Concept Plan.

- **C.2. Standard for Administrative Deviations.** The Parties acknowledge that this Concept Plan is macro-level in nature. To accommodate actual site conditions, utility engineering requirements, and final subgrade civil design, minor and de minimis adjustments (**including any lot line shifts, utility realignments, or street variations of ten percent (10%) or less**) shall be automatically and administratively reviewed and approved by City Staff pursuant to the **Section 9.4 "Deemed Approved" administrative protocols** of this Agreement, without requiring a public hearing or formal contract amendment.

C.3. Rule of Construction for Omissions or Ambiguity. In the event of any typographical omission, technical engineering gap, or perceived ambiguity contained within this agreement shall be interpreted to apply the stricter requirement. Master Developer agrees that any omission of required information shall be interpreted in a manner best suited to benefit the general public, as determined by the City, regardless of how it may affect the Project.

INSERT CONCEPTUAL HERE

DRAFT

EXHIBIT D: PARK AMENITIES CONCEPTUAL FRAMEWORK & FISCAL CAP

The Master Developer shall design and construct the following public recreational assets across sequential development phases. The exact equipment brands, models, landscaping species, and structural dimensions shall be finalized during administrative construction drawing reviews pursuant to Section 8.5.2 of this Agreement, using the Master Developer's locked financial allocation.

1. Creek Corridor Regional Trail & Recreation Segment

- **Multi-Use Creek Trail:** A continuous multi-use pathway running parallel to the existing creek corridor as conceptually illustrated on Exhibit C. The path shall measure a minimum of eight (8) feet in width and utilize an all-weather asphalt or structural concrete surface approved by the City Engineer.

- **Dual-Use Stormwater Detention and Sports Field:** A grass-lined, flat-bottom stormwater detention basin engineered near the creek corridor. The basin shall be dual-designed with standard underdrains, flat grading, and durable turfgrass to function as an open-play neighborhood sports field (e.g., soccer/football open space) during non-storm events.

- **Trailside Satellite Play Area:** A localized pocket play area situated immediately adjacent to the Creek Trail segment, featuring a commercial-grade children's play structure engineered for ages 2–5, surrounded by ASTM-compliant safety surfacing.

2. Main Community Park Segment (2-Acre Parcel / Marian Park)

- **Dedicated Park Parking Lot:** A paved, striped, off-street concrete or asphalt parking facility directly serving the park site, featuring standard concrete curb and gutter and a minimum of ten (10) standard vehicle stalls plus one (1) dedicated van-accessible ADA stall.

- **Open-Air Picnic Pavilion:** One (1) commercial-grade, open-air picnic pavilion featuring a concrete pad foundation, a heavy-duty timber or steel shade canopy structure, and anchored picnic tables.

- **Pickleball Courts:** A minimum of two (2) regulation-size pickleball courts featuring a post-tensioned concrete foundation, specialized acrylic non-slip sport surfacing, standard net assemblies, and perimeter chain-link wind fencing.

- **Primary Playground Facility:** A commercial-grade playground system engineered for children ages 5–12, featuring climbing events and slides, surrounded by an engineered wood fiber (EWF) or rubber safety surfacing system.

3. Mandatory Financial Allocation Summary

- **Maximum Cumulative Exposure:** Pursuant to Section 8.5.1, the total combined out-of-pocket amenity expenditure for all segments listed in this Exhibit D is strictly capped at exactly $386,000.00, unless exceeded at the sole and absolute discretion of the developer.

- **Exclusion Thresholds:** Heavy civil grading, perimeter utility stubs, and core drainage systems required for stormwater management shall not be calculated against the Master Developer's out-of-pocket $386,000.00 infrastructure fund.

DRAFT

EXHIBIT E: WASTEWATER TREATMENT FACILITY DISCLOSURE ADDENDUM (STANDARD REAL ESTATE PURCHASE CONTRACT SUPPLEMENT)

PROJECT NAME: _____
PROPERTY ADDRESS: _____
LOT NUMBER: _____ **PHASE:** _____ FARR WEST CITY, UTAH
BUYER(S): _____
SELLER / BUILDER: _____

This standalone Addendum is executed by the undersigned Buyer(s) in connection with, and as a material inducement to Seller's execution of, that certain Real Estate Purchase Contract ("REPC") of even date herewith for the purchase of the Lot and residential dwelling referenced above.

1. Explicit Disclosure of Facility Proximity. Buyer is hereby given express, proactive notification that the subject residential Lot and the master-planned subdivision are located in geographic proximity to a wholesale municipal utility facility, specifically the **Central Weber Sewer Improvement District wholesale wastewater treatment plant** located at 2618 West Pioneer Road [centralweberut.gov].

2. Acknowledgment of Standard Operations. Buyer explicitly acknowledges and understands that the nearby wastewater treatment facility is a fully operational, lawful regional utility system asset. As a result of standard and essential public infrastructure operations, the surrounding residential area may be subject to occasional environmental variables, including but not limited to:

(a) Periodic, temporary ambient odors associated with standard wastewater processing;
(b) Minor operational sound or mechanical noise generated by treatment plant equipment; and
(c) Intermittent utility maintenance or facility expansion activities authorized by state and local regulations.

3. Voluntary Waiver of Nuisance Claims. By signing below, Buyer certifies that they have independently verified the location of the nearby utility plant to their total satisfaction. Buyer voluntarily accepts the property conditions related to this proximity and covenants that they **fully waive any right to bring future civil nuisance claims, property devaluation complaints, or administrative odor objections** against the Seller, the Master Developer of the Project, or Farr West City for the standard, lawful, and permitted operations of said wastewater treatment facility.

4. Binding Effect on Successors. This disclosure is executed pursuant to Section 8.11 of the overarching municipal Development Agreement recorded against the chain-of-title for the property. The provisions of this Addendum shall bind the Buyer, their heirs, executors, administrators, and any subsequent transferees or purchasers of the Lot.

BUYER ACKNOWLEDGMENT AND SIGNATURE(S):
I/We hereby certify that I/we have read this disclosure in its entirety, understand its legal implications, and voluntarily execute this Addendum as a mandatory condition of property purchase.

Buyer Signature: _____ Date: _____

Buyer Signature: _____ Date: _____

SELLER / BUILDER ACKNOWLEDGMENT:

Authorized Representative: _____ Date: _____

Formatted: Font: Not Bold, No underline, Underline color: Auto

DRAFT

Farr West City

APPLICATION FOR ISSUANCE OF CONDITIONAL USE PERMIT

The Municipal Code 17.48.020 requires that the following be considered to obtain a Conditional Use Permit.

Application Date 6-10-26 Applicant Name G & J Automotive, LLC.

Mailing Address [redacted]

Phone Number [redacted]

Property address of proposed conditional use 2656 N. 2000 W Current Zoning: C2

Please list the requested conditional use as listed within the city zoning ordinance Automobile Repair shop

A) Explain how the proposed use of the particular location is necessary or desirable to provide a service or facility which will contribute to the general well-being of the community.

2656 N. 2000 W. is desirable because we live on the property and to provide specialized maintenance & mechanical repair to get unsafe or broken down vehicles off the road. Therefor we can keep the communities transportation safe & reliable, supporting their daily commutes & emergency situations while building a trustworthy relationship with our neighbors and community.

B) Explain how such use will not be detrimental to the health, safety and general welfare of persons nor injurious to property or improvements in the community, but will be compatible with and complementary to the existing surrounding uses.

G & J Automotive will not be detrimental to the health & safety, general welfare of people or property as the work is done in our shop & on the property so it will not hinder any improvements in the surrounding areas.

C) Explain how the proposed use will comply with the regulations and conditions specified in this title for such use.

G & J Automotive will comply with regulations & conditions specified in a conditional use permit by conducting repairs in our building during work hours of 8am - 6pm. which will control noise or fumes & keeping the vehicles waiting repairs behind the fence on the Northside of the Building.

D) Explain how the proposed use conforms to the goals, policies and governing principles and land use of the Farr West City General Plan.

by providing a reasonable priced automotive repair shop to help the citizens afford their vehicle mechanical needs without causing any disturbances to the residents or surrounding areas.

E) Explain how the proposed use will not lead to the deterioration of the environment, or ecology of the immediate vicinity, the general area, or the community as a whole.

We do not store any hazardous materials and we dispose fluids from vehicles at appropriate dumping facilities.

Property Owner? Y (N)

Signature of Applicant

Date Application & $100.00 Processing Fee received June 10, 2024

Received by Breanne

Date of public hearing: _____

Date application was ____ Approved ____ Denied by Planning Commission_____

Conditions/Reasons

Date application was ____ Approved ____ Denied by City Council: _____

Conditions/Reasons

Planning Commission Chair

Mayor