

****DRAFT****

WHEN RECORDED RETURN TO:

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

**CONSERVATION DEVELOPMENT AGREEMENT
FOR
FREEZE CREEK FOREST**

THIS CONSERVATION DEVELOPMENT AGREEMENT (“Agreement”) is entered into on this ____ day of _____, 2026 (**“Effective Date”**) by Ryan Leick (**“Property Owner”**), and Emigration Canyon (**“City”**). City and Property Owner are the **“Parties”** to this Agreement, and individually each is a **“Party”** hereto.

RECITALS

A. Property Owner owns a 40-acre parcel located at 1475 N Pinecrest Canyon Road in Emigration Canyon, legally described as the SE ¼ of the SE ¼ of Section 20, T 1N R 2E SLBM (**“Property”**), and known by Tax ID number 10-20-400-002.

B. The Property is zoned FR-20 and subject to the City’s Foothills and Canyon Overlay Zone (**“FCOZ”**) and Water Source Protection Zone (**“WSPZ”**). The Property currently does not have motor vehicle access and must be accessed on an unimproved trail. The Property consists primarily of forest, riparian areas, and natural vegetation. Without appropriate management, the conditions on the Property increase fire risks to City and surrounding properties.

C. In 2023, the Utah Division of Forestry, Fire, and State Lands’ (**“DFFSL”**) prepared the Freeze Creek Property Natural Resource Assessment and Forest Activity Plan (**“Forest Activity Plan”**) for the Property attached hereto as **Exhibit A**. The Forest Activity Plan establishes a ten (10) year management practices plan for forest stewardship and conservation, consistent with the Utah Forest Action Plan 2020, the United States Department of Agriculture (**“USDA”**), the Natural Resources Conservation Service (**“NRCS”**) Conservation Stewardship Program and Environmental Quality Incentive Program grants for the Property.

D. In addition to the Forest Activity Plan, Property Owner desires bee keeping, certain non-habitable structures, private roads, bridges, a solar array, observation deck, greenhouse, biochar and silviculture management (collectively, the **“Accessory Conservation Activities”**) on the Property as generally depicted on the preliminary concept plan (**“Concept**

Plan”) attached hereto as **Exhibit B**. The Forest Activity Plan and Accessory Conservation Activities shall together be referred to herein as the “**Project**.”

E The City recognizes the value of Property Owner’s natural resource conservation and fire mitigation efforts on the Property, supports the Forest Activity Plan, and is willing to allow the Accessory Conservation Activities in accordance with the terms and conditions of this Agreement.

F. Property Owner recognizes the need for motor vehicle access to the Property for emergency services, specifically fire protection, based on certain types of activity on the Property, and is willing to comply with the terms and conditions set forth in this Agreement to balance concerns related to public health, safety, and welfare on the Property and surrounding properties, until motor vehicle access is established with the need to perform fire mitigation and the desire to engage in other conservation practices on the Property.

G. Property Owner and the City desire to enter into an agreement that reflects their aligned values promoting conservation, fire mitigation and responsible management of the Property.

H. The Parties desire that this Agreement be adopted and effective as a “development agreement” within the meaning, and subject to the provisions, of UTAH CODE § 10-20-508 and consent to all the terms of this Agreement as valid conditions for the Accessory Conservation Activities.

I. Pursuant to UTAH CODE § 10-20-101 et. seq., this Agreement is entered into by the City in its capacity as the land use authority and applies to the City’s land use regulations only. This Agreement shall not be construed as an approval by any other governmental entity with jurisdiction over the Property or the Project.

NOW, THEREFORE, in consideration of the foregoing recitals and exhibits (which are incorporated into this Agreement) and the covenants hereafter set forth in this Agreement, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

AGREEMENT

1. Interpretation. Whenever in this Agreement:

1.1. the consent or approval of any person is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed, unless expressly provided to the contrary;

1.2. there is a reference to “days,” such reference shall be deemed to be to “calendar days” unless the phrase “business days” is expressly stated;

1.3. the date on which any payment or performance is due under this Agreement is not a business day, such payment or performance shall be due on the immediately following business day; and

1.4. there appears a reference to a consent, approval, description, designation, estimate, notice, request, demand, response, statement, warning, correspondence, Agreement, schedule or other communication, such reference shall be deemed to require the same to be in writing, unless otherwise expressly stated.

2. Zoning & Vesting.

2.1. Following adoption of this Agreement and subject to the terms herein, the Property will vest with the rights to the uses, density and configuration according to the provisions of the FR-20 Zone, FCOZ, and WSPZ, in place as of the Effective Date until Termination as set forth in Section 7. Notwithstanding the foregoing, Property Owner agrees to waive certain vested rights in the FR-20 zone, and agrees that the following uses shall be prohibited on the Property for the Term of this Agreement:

- 2.1.1 Commercial logging or lumber processing;
- 2.1.2 Mineral extraction and processing;
- 2.1.3 The keeping or raising of domestic animals or fowl, except household pets and Family Food Production.
- 2.1.4 Retail facilities open to the general public;
- 2.1.5 Multi-family or dwelling group uses;
- 2.1.6 Ski resorts; and
- 2.1.7 Underground record storage vaults.

2.2. The Parties intend that the rights granted to the Property Owner and the entitlements for the Project under this Agreement are both contractual and provided under the common law concept of vested rights and pursuant to UTAH CODE § 10-20-902. To the extent this Agreement conflicts with City ordinances, the terms of this Agreement shall control, these terms having received legislative approval by City. Nothing in this Agreement shall be interpreted to deprive City of its legislative authority nor interfere with the City’s police power.

2.3. In accordance with Utah vesting laws, laws and ordinances adopted by City after the Effective Date (“**City’s Future Laws**”) shall not apply to the Project, except as follows:

2.3.1. City's Future Laws that Property Owner agrees in writing apply to the Project;

2.3.2. City's Future Laws that are both generally applicable to all properties in the City's jurisdiction and are required in order to comply with state and federal laws and regulations affecting the Project;

2.3.3. City's development standards, engineering requirements, approval, and supplemental specifications applicable to public works, and any City's 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, the APWA Specifications, AASHTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the state or federal governments and are otherwise required to meet legitimate concerns related to public health, safety or welfare;

2.3.4. Lawful taxes, or modifications thereto, provided that nothing in this Agreement shall be construed as waiving or limiting in any way the Property Owner's right to challenge taxes imposed by City, which right to challenge is hereby reserved;

2.3.5. Changes to the amounts of utility rates, service fees or charges, or fees for the processing of Development Applications that are generally applicable to all development within City's jurisdiction and that are adopted pursuant to state and local law.

2.3.6. Changes authorized under UTAH CODE § 10-20-902, or its successor statute.

3. Term. This Agreement begins on the Effective Date and shall run with the land until terminated in accordance with Section 7 of this Agreement.

4. General Project Regulations and Standards. The Property Owner shall construct the Project in accordance with the Forest Activity Plan and Concept Plan and in compliance with the following regulations and standards:

4.1 Property Owner shall obtain and maintain any and all approvals, permits, licenses, or certificates required from all governmental authorities with jurisdiction over the Property or

the Project, including, but not limited to: Unified Fire Authority, the Salt Lake County Health Department, Utah Division of Water Rights, Army Corps of Engineers, and Emigration Improvement District. The failure to obtain and maintain any required approvals, permits, licenses, or certificates from any governmental authority with jurisdiction over the Property or the Project shall be considered a material breach of this Agreement.

4.2 The Project shall comply with all applicable Wildland Urban Interface (“WUI”) requirements as adopted by the City in ECC Section 9.90.025 and as determined by Unified Fire Authority. The Property Owner shall be solely responsible for obtaining all approvals, permits, determinations, and authorizations required by UFA. ****VERIFICATION PENDING****

4.3 Property Owner shall not store flammable or combustible substances, materials, or aerosols on the Property in permanent bulk fuel storage tanks. Property Owner shall store any such materials in portable containers intended for such use in a manner that minimizes fire and environmental risk, including the use of secondary containment where appropriate, and keep fire extinguishers in readily accessible locations near any activity with the potential to produce an open flame or spark. Open flames, burning activities, hazardous or flammable materials storage, and ignition sources shall be managed in accordance with the International Fire Code, Emigration City Code, and the requirements and required approvals of Unified Fire Authority. Property Owner shall install two (2) water storage tanks with a capacity of 275 gallons, equipped to employ fire suppression measures for use during any permitted burns. ****VERIFICATION PENDING****

4.4 Property Owner shall comply with all best management practices established in cooperation with the Emigration Improvement District protecting water sources for the Project.

4.5 There shall be no driveways, structures, or other water or sewer infrastructure constructed on slopes greater than thirty percent (30%) or within thirty (30) feet of any stream corridor, except for improvements depicted on the Concept Plan.

4.6 Property Owner shall limit grading, as defined by ECC Section 19.72.200, to those activities necessary for implementation of the Concept Plan or for soil and water erosion mitigation. Property Owner shall restore affected areas with vegetation consistent with forest stewardship and conservation principles.

4.7 The Project structures shall be limited to the structures set forth in the Concept Plan. Each Project structure shall not exceed the length, width, or height limitations set forth in the Concept Plan by more than 5 percent. Project structures exceeding 600 square feet shall be constructed to WUI Class 1 Ignition-Resistant Construction materials, or be served by a

conforming water supply, and shall maintain a minimum thirty (30) foot defensible space, in accordance with WUI requirements. ****VERIFICATION PENDING****

4.8 Project structures shall be used for Accessory Conservation Activities as set forth in the Forest Activity Plan, fire mitigation, or other activities customarily incidental to land in agricultural use, as defined in Utah Code § 59-2-502, including the cultivation, harvesting, processing, storage, distribution, and sale of crops and value-added products in compliance with applicable federal and state laws and permits. Project structures shall not be used for human habitation, Animal Enterprises as defined in Utah Code § 11-46a-101, or on-site retail sales of goods on the Property. Nothing in this Agreement shall prohibit online or off-site sales of products produced or processed on the Property. Long-term storage of products shall be located within structures. Temporary outside storage of products shall be permitted, but in no event for more than 30 days.

4.9 During times when the Property is vacant, the Project structures and equipment shall be appropriately locked and materials adequately secured so they are not susceptible to unauthorized access or use, or by wind or inclement weather. Waste and refuse shall be either stored in enclosed containers or indoors, removed from the Property, or otherwise managed to avoid creating a public safety hazard. Lights, equipment, and appliances not reasonably necessary for security, monitoring, maintenance, or operation of improvements shall be disconnected from power. Nothing in this Section shall prohibit the operation of security systems, monitoring equipment, weather stations, irrigation systems, solar equipment, communications equipment, or other systems reasonably necessary to support the Project on the Property.

5. Specific Project Regulations and Standards. Subject to the regulations and standards set forth in Section 4, Property Owner shall comply with the additional specific Project requirements as follows:

5.1 Bee Keeping. All hives and bee keeping structures shall be setback at least one hundred (100) feet from Property lines, except as otherwise depicted on the Concept Plan. Harvested honey shall not be sold on the Property. Property Owner shall comply with Utah Code Ann. § 4-11-116 and all other governing rules and regulations as well as applicable industry best management practices.

5.2 Silviculture Management and Fire Mitigation. Silviculture management shall be limited to the collection and processing of standing dead, diseased, or overstocked trees in accordance with the Forest Activity Plan and the Utah Forest Water Quality Guidelines described in Utah Code § 65A-8a-105 and as set forth in the Technical Manual attached to this Agreement as **Exhibit C**. Processed lumber may not be harvested for commercial purposes. The Property

Owner shall also actively engage in fire mitigation activities and projects, including thinning vegetation, creation of defensible spaces, and reduction of natural combustibles throughout the Property in addition to complying with WUI requirements. Property Owner shall, at least annually, provide the City with documentation of the fire mitigation activities and projects completed during the prior year. ****VERIFICATION PENDING****

5.3 Solar Array. The solar array and batteries shall be positioned with at least thirty (30) feet of defensible space. The solar array, together with any associated buildings, structures, or electrical systems, shall obtain all solar and electrical permits, building permits, and other permits as required by applicable law. The City's building official may approve reasonable alternative methods of inspection or verification when on-site inspection are unnecessary or impractical. Any solar battery storage system shall be installed, stored, and maintained in an appropriate fire-resistant enclosure in accordance with applicable National Fire Protection Association standards and manufacturer requirements. Battery system components shall be certified by Underwriters Laboratories or an equivalent nationally recognized testing laboratory.

5.4 Biochar. The Biochar kiln shall be a temporary facility assembled only on days of operation and limited in size to 3 cubic yards of production per 5 hours. Biochar operations shall be allowed three (3) days per year during the winter months for a 5 hour period after November 1st and prior to May 1st, but only on days when there is at least four (4) inches of snowpack on the ground of the Property and wind conditions are less five (5) miles per hour. Biochar operations must be conducted with at least a 100- foot flammable free perimeter, an in-ground fire break around the perimeter, and be supervised at all times during operation including during the cool-down period until the Biochar's temperature is no longer high enough to generate heat. A functional water hose and fire extinguishers capable of dousing fire outside the Biochar kiln shall be readily accessible during Biochar operations. Property Owner shall obtain all applicable permits and approvals from UFA and DFFSL shall be on site for Biochar operations.

****VERIFICATION PENDING****

5.5 Helicopter Access. Property Owner shall limit access to the Property by helicopter to once per quarter between the hours of 9:00 am to 6:00 pm. ****VERIFICATION PENDING****

5.6 Camping and Overnight Stays. Property Owner shall not camp or stay overnight, or permit camping or overnight stays, on the Property unless an approved sanitation plan or system from the applicable governing authorities, if required by the same. ****VERIFICATION PENDING****

6. Default.

6.1. If Property Owner or 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.

6.2. The Notice of Default shall:

6.2.1. Specify the claimed event of Default;

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

6.2.3. Identify why the Default is claimed to be material;

6.2.4. Propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

6.3. If the Parties are not able to resolve the Default, then the Parties have all rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance. In addition, the Property Owner agrees that the City may enforce this Agreement pursuant to the provisions of Utah Code Ann. § 10-20-1001 and that for the purposes of the enforcement of the Property Owner's obligations under this Agreement, or the violation thereof, Utah Code Ann. § 10-20-1001 shall apply. Prior to initiating any legal action arising out of or relating to this Agreement, including pursuant to Utah Code Ann. § 10-20-1001, the Parties shall first meet and confer in good faith to attempt to resolve the Default. If the Default is not resolved within thirty (30) days after written notice of Default, either Party may request non-binding mediation before a mutually acceptable mediator. The Parties shall share the costs of mediation equally. Nothing in this Section shall prevent either Party from seeking temporary injunctive relief, emergency relief, or other remedies necessary to preserve rights or prevent irreparable harm pending resolution of the dispute. ****VERIFICATION PENDING****

6.4. The Party prevailing in any action arising from an uncured default shall be awarded its reasonable legal expenses, including its reasonable attorneys' fees.

6.5. The Party allegedly in Default shall be afforded the right to attend a public meeting before the City's Council and address the City's Council regarding the claimed Default.

6.6. If any Default cannot be reasonably cured within sixty (60) days, then such cure period may be extended at the discretion of the Party asserting Default so long as the defaulting Party is pursuing a cure with reasonable diligence.

6.7. A default of any obligations assumed by an assignee shall not be deemed a default of Property Owner.

6.8. All notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing either by certified mail to the following addresses:

To Property Owner:

Ryan Leick
9716 S Sitzmark Drive
Sandy, UT 84092

With a copy to:

Dentons Durham Jones Pinegar c/o Brent N. Bateman
1557 Innovation Way, Ste 400
Lehi, UT 84043

To City:

Emigration Canyon c/o Diana Baun
5025 Emigration Canyon Road
Emigration Canyon, UT 84108

With a copy to:

Smith Hartvigsen c/o Claire Gillmor
257 East 200 South, Ste 500
Salt Lake City, Utah 84111

7. Termination and Modification.

7.1 This Agreement shall terminate upon the earlier of (i) the date Property Owner elects to terminate this Agreement by written notice to the City or (ii) after a period of ten (10) years from the Effective Date if the Project has not been substantially implemented or has been otherwise abandoned by Property Owner.

7.2. Upon termination of this Agreement, the Property shall be subject to the zoning regulations then in effect, except that any vested rights arising from uses lawfully established and existing, and structures or improvements lawfully constructed, pursuant to this Agreement as of the effective date of termination shall survive. No vested rights shall survive with respect to any use not then in existence or any structure or improvement not then constructed. Surviving vested rights shall include the continued use, operation, maintenance, repair, replacement, and

reconstruction of such uses, structures, and improvements as permitted by applicable law, and termination shall not require their removal. If surviving vested rights include structures or uses pursuant to Sections 4.7, 5.2, 5.3, and 5.4, then so too shall the fire mitigation obligations contained in the foregoing Sections survive. Any vested right preserved under this Section shall expire if the associated use is discontinued or abandoned, or the associated structure or improvement remains abandoned, for a continuous period of five (5) years. ****VERIFICATION PENDING****

7.3. The Concept Plan shall constitute the governing development plan for the Property. The Property Owner may request modifications to the Project configuration or layout depicted in the Concept Plan to address site-specific constraints, engineering considerations, regulatory requirements, or implementation of the Project. Modifications that remain consistent with the Project, the purposes of this Agreement, and the vested rights granted herein, and that do not materially alter the nature, scope, intensity, or impacts of the Project ("Minor Changes"), may be approved administratively by the City's Planning Director or designee in accordance with the City's applicable administrative review procedures then in effect. Minor Changes specifically include the increase or decrease in the size of structures by 5% or less, a change in the location of structures by 30' or less, and the addition of Accessory Conservation Activities that do not involve new structures. Approved Minor Changes shall not constitute an amendment to this Agreement and shall be deemed incorporated into the Concept Plan. Modifications that materially alter the Project or the vested rights established by this Agreement, including the addition of principal uses, structures, or improvements, not authorized by this Agreement, material increases in the Project's overall intensity or impacts, or material modifications to the limitations or obligations established by this Agreement ("Major Changes"), may be approved only by the City through a written amendment to this Agreement approved in the same manner as this Agreement. Upon approval, such amendment shall be deemed incorporated into this Agreement and the Concept Plan. ****VERIFICATION PENDING****

8. Assignability.

8.1. This Agreement may not be assigned by Property Owner without the express, written consent of the City, which shall not be unreasonably delayed or withheld.

9. Reserved.

10. Inspection and Reporting.

10.1 The City shall have the right to inspect the Property, including with the use of a drone or similar device, after delivering notice to the Property Owner at least seven (7) days prior to inspection. The Property Owner shall accompany City representatives during the

inspection and cooperate fully with reasonable requests by the City to verify compliance with this Agreement. Upon the City's request, but no more than twice annually, the Property Owner shall deliver time-stamped or dated pictures or videos of the Project and the Property along with a signed affidavit, in substantially the form attached hereto as **Exhibit D**, that the Project and the Property are in compliance with this Agreement. The foregoing limitation shall not apply to active permits, including but limited to electrical and building permits. The Property Owner shall provide images, videos, or declarations from licensed professionals regarding compliance with applicable building or electrical codes at the City's request.

11. General Provisions.

11.1. Both Parties recognize the advantageous nature of this Agreement which provides for the accrual of benefits and protection of interests to both Parties. Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against any Party based on which Party drafted any particular portion of this Agreement. The Parties represent and agree that they each had full opportunity to review this Agreement and that they accept the terms hereof. The rule that such agreement is to be construed against its drafter shall not apply to this Agreement.

11.2. The City will issue land use permits only for those uses determined to be within the general land use types allowed in the zone, as modified by this Agreement, and more specifically on more detailed development plans for the Project or phase thereof submitted to and approved by the City.

11.3. The recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits to this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

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

11.5. This Agreement may be amended only in writing signed by the Parties hereto.

11.6. The City is a governmental entity subject to the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101 et seq. ("Act"). Except as expressly and unequivocally waived by the Act, nothing in this Agreement shall be construed as a waiver, limitation, or relinquishment of any rights, defenses, immunities, or limitations of liability available to the City under the Act or other applicable law.

11.7. In the event that legal action is required in order to enforce the terms of this Agreement, the prevailing Party shall be entitled to receive from the defaulting Party any costs and attorneys' fees incurred in enforcing this Agreement.

11.8. This Agreement constitutes the entire agreement between the Parties. No changes or modifications may be made in this Agreement except in writing signed by both Parties.

11.9. The requirements, obligations and conditions contained within this Agreement shall be binding upon Property Owner, its successors and assigns, and if different than Property Owner, the legal title holders and any ground lessors. All rights granted hereunder to Property Owner shall inure to the benefit of the Property Owner's successors and assigns, and if different than Property Owner, the legal title holder and any ground lessors.

11.10. This Agreement does not create a joint venture relationship, partnership or agency relationship, or fiduciary relationship between the City and Property Owner. Except as specifically set forth herein, the Parties do not intend this Agreement to create any third-party beneficiary rights.

11.11. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, will continue in full force and effect unless amended or modified by mutual consent of the Parties.

11.12. The Property Owner covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder the Property Owner's performance of services under this Agreement. The Property Owner further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee or agent without the express written consent of the Mayor. The Property Owner agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation. The Property Owner warrants that it has not paid or given and shall not pay or give any third party any money or other consideration for obtaining this Agreement.

11.13. The singular will include the plural; the masculine gender will include the feminine; “will” and “shall” are mandatory; “may” is permissive.

11.14. This Agreement shall be recorded against the Property senior to any respective covenants and any debt security instruments encumbering the Property.

11.15. This Agreement is entered into in Salt Lake County in the State of Utah and shall be construed under the laws of the State of Utah, irrespective of Utah’s choice of law rules, and the Parties hereto intend that Utah law shall apply to the interpretation thereof. Any action to enforce this Agreement shall be brought only in the Third District Court, Salt Lake County in and for the State of Utah.

11.16. Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

11.17. No action taken by any Party may be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such Party of any subsequent breach.

11.18. 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.

11.19. This Agreement may be executed in several 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 email shall be deemed originally signed copies of this Agreement.

11.20. Except as expressly modified by this Agreement, any statute or municipal code referred to in this Agreement shall be deemed to include that statute as amended, restated, and/or replaced from time to time, and any successor legislation to the same general intent and effect.

11.21. The Parties understand and agree that this Agreement and all related documents are public records, as provided in UTAH CODE ANN. § 63G-2-103, et seq.

11.22. No officer, representative, agent, or employee of the City shall be personally liable to Property Owner, or any successor-in-interest or assignee of Property Owner, in the event of any default or breach by the City or for any amount which may become due to Property

Owner, or its successors or assignees, for any obligation arising out of the terms of this Agreement.

[Signature Page To Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

PROPERTY OWNER:

Ryan Leick

By: _____

Name: Ryan Leick

PROPERTY OWNER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF SALT LAKE)

On the day of _____, 2026, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____, and that the foregoing instrument was executed on behalf of said company.

NOTARY PUBLIC

Approved as to form and legality:

City Attorney

Attest:

City Recorder

Emigration Canyon
a Utah political subdivision

By: _____
Name: _____
Its: _____