

RESOLUTION NO. R-26-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARLAND, UTAH, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF GARLAND AND CAPSA REGARDING THE FUTURE EXTENSION OF 350 WEST AND ASSOCIATED PUBLIC IMPROVEMENTS, SUBJECT TO AND CONTINGENT UPON APPROVAL AND RECORDING OF THE FINAL PLAT

WHEREAS, CAPSA (Citizens Against Physical and Sexual Abuse, Inc.) (the "Developer"), has submitted a Final Plat for a single development parcel within the City of Garland that includes the dedication of right-of-way for the future extension of 350 West; and

WHEREAS, construction of the future roadway improvements for 350 West is not proposed as part of the initial phase of development and is instead intended to occur when future development of the property or surrounding area warrants such construction; and

WHEREAS, the City's typical subdivision process requires required public improvements to be constructed with the development or secured through the City's standard improvement assurance process; and

WHEREAS, because the future roadway improvements will serve not only the initial phase but also anticipated future phases and adjoining properties, the City and the Developer have agreed that the future obligations should be clearly documented in a recorded Development Agreement rather than relying solely on plat notes or assumptions; and

WHEREAS, the proposed Development Agreement memorializes the parties' understanding regarding the future extension of 350 West and associated public improvements by:

- (a) acknowledging that the right-of-way for the future roadway will be dedicated with the Final Plat;
- (b) allowing the roadway improvements to be deferred until they become necessary based upon future development or other identified triggering events;
- (c) establishing objective circumstances under which the improvements must be constructed;
- (d) requiring the obligations to run with the land so that future owners remain responsible for constructing the improvements;
- (e) protecting the City's ability to require completion of the roadway before additional development occurs or when public connectivity and infrastructure needs justify its construction; and
- (f) providing mechanisms for reimbursement and enforcement should the City ultimately construct the improvements; and

WHEREAS, the Development Agreement does not waive the City's development standards or future approval authority, but instead provides certainty to both the City and the Developer

regarding how and when the deferred roadway improvements will be completed while preserving the City's ability to ensure the transportation network is ultimately built; and

WHEREAS, the City Council finds that the proposed Development Agreement is in the best interest of the City because it provides a legally enforceable mechanism to ensure the future roadway obligations remain attached to the property while allowing the Phase 1 development to proceed without requiring construction of infrastructure that is not yet needed; and

WHEREAS, without the Development Agreement, future responsibility for constructing the roadway could become less certain if the property changes ownership or develops incrementally over time, and recording the agreement against the property ensures these obligations remain enforceable regardless of future ownership; and

WHEREAS, it is appropriate that approval of the Development Agreement be expressly conditioned upon the approval and recording of the Final Plat, as the agreement is intended to implement and supplement the subdivision approval and has no practical effect independent of the plat; and

WHEREAS, the City Council has reviewed the Development Agreement and the accompanying staff recommendation and finds that approval of the agreement, subject to the conditions set forth herein, is consistent with the City's land use ordinances, transportation planning objectives, and the public interest.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Garland, Utah, as follows:

Section 1. The foregoing recitals are incorporated herein by reference and are adopted as findings of the City Council.

Section 2. Adoption.

The document entitled "**CAPSA Development Agreement**" attached as **Exhibit A**, is hereby approved and adopted.

The Agreement shall be maintained by the City Recorder and shall be incorporated into the City's official planning documents.

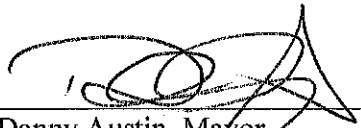
Section 3. The Mayor is authorized and directed to execute the Development Agreement on behalf of the City, and the City Recorder or other appropriate City officials are authorized to take all actions necessary to effectuate the purposes of this Resolution, including recording the Development Agreement against the subject property following recording of the Final Plat.

Section 4. Approval of the Development Agreement is expressly conditioned upon the approval and recording of the Final Plat. If the Final Plat is not approved and recorded, this approval shall be of no force or effect.

Section 5. This Resolution shall take effect immediately upon its adoption.

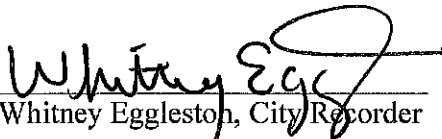
APPROVED, PASSED AND ADOPTED by the City Council of Garland, Utah, this 5^m day of August, 2026.

GARLAND CITY



Danny Austin, Mayor

ATTEST:



Whitney Eggleston, City Recorder



APPROVED AS TO FORM:



Steve Brooks, City Attorney

VOTING:

Jeanette Atkinson	Yes <u>/</u>	No <u> </u>
Josh Munns	Yes <u>/</u>	No <u> </u>
Tena Allen	Yes <u>/</u>	No <u> </u>
Jim Hall	Yes <u>/</u>	No <u> </u>
Angie Johnsen	Yes <u>/</u>	No <u> </u>



**Local Government
& Land Use Consulting**
930 Chambers St, Suite 2
South Ogden, UT 84403
(801) 732-3200

TO: Honorable Mayor and Garland City Council

FROM: Valerie Claussen, MPA, AICP

MEETING DATE: August 5, 2026

SUBJECT: Consideration of a Development Agreement between Garland City and CAPSA that memorializes the developer's obligation to construct the future extension of 350 West and associated public improvements at the appropriate time, while allowing the Final Plat to proceed with dedication of the necessary right-of-way. The agreement provides a legally enforceable framework for deferred roadway construction and ensures these obligations run with the property.

RECOMMENDATION:

- 1) Move to approve the Development Agreement, subject to and contingent upon the City's approval and recording of the Final Plat.

Background

As part of the CAPSA project, the applicant is requesting approval of a Final Plat for a single development parcel that includes the dedication of right-of-way for the future extension of 350 West. While the roadway corridor is being dedicated now, construction of the future roadway improvements is not proposed as part of the initial phase of development. Instead, those improvements are intended to occur when future development of the property or surrounding area warrants their construction.

This differs slightly from the City's typical subdivision process. Ordinarily, required public improvements are either constructed with the development or secured through the City's standard improvement assurance process. In this instance, because the future roadway improvements serve not only the initial phase but also anticipated future phases and adjoining properties, both the City and the applicant agreed that the future obligations should be clearly documented in a recorded Development Agreement rather than relying solely on plat notes or assumptions.

Purpose of the Development Agreement

The Development Agreement is intended to memorialize the parties' understanding regarding the future extension of 350 West and associated public improvements. Specifically, the agreement:

- Acknowledges that the right-of-way for the future roadway will be dedicated with the Final Plat.
- Allows the roadway improvements to be deferred until they become necessary based upon future development or other identified triggering events.
- Establishes objective circumstances under which the improvements must be constructed.
- Requires the obligations to run with the land so that future owners remain responsible for constructing the improvements.
- Protects the City's ability to require completion of the roadway before additional development occurs or when public connectivity and infrastructure needs justify its construction.
- Provides mechanisms for reimbursement and enforcement should the City ultimately construct the improvements.

The agreement does not waive the City's development standards or future approval authority. Rather, it provides certainty to both the City and the developer regarding how and when the deferred roadway improvements will be completed while preserving the City's ability to ensure the transportation network is ultimately built.

Analysis

The proposed Development Agreement is believed to be in the best interest of the City. It provides a legally enforceable mechanism to ensure the future roadway obligations remain attached to the property while allowing the Phase 1 development to proceed without requiring construction of infrastructure that is not yet needed.

Without the agreement, future responsibility for constructing the roadway could become less certain if the property changes ownership or develops incrementally over time. Recording the agreement against the property ensures these obligations remain enforceable regardless of future ownership.

It is also recommended that approval of the Development Agreement be expressly conditioned upon the approval and recording of the Final Plat, as the agreement is intended to implement and supplement the subdivision approval and has no practical effect independent of the plat.

When Recorded Return To:
Garland City
City Recorder
72 N Main Street
Garland, UT 84312

DEVELOPMENT AGREEMENT

FOR

CAPSA

This *Development Agreement for CAPSA* ("Agreement") is entered into this 21st day of July, 2026 ("Effective Date") by and among GARLAND CITY, a Utah municipal corporation, hereafter referred to as "City," and CAPSA, a Utah Corporation, hereafter referred to as "Developer." The City and Developer are sometimes collectively referred to herein as a "Party" or the "Parties."

RECITALS

- A. Developer is the owner of certain property, consisting of approximately 6.96 acres located at approximately 1300 S 350 W, Garland City, Utah, with the legal description being as shown on in Exhibit A attached hereto ("**Property**").
- B. Developer has submitted an application for Site Plan approval ("**Site Plan**"), as particularly described in Exhibit B, and Final Plat approval ("**Final Plat**"), as particularly described in Exhibit C, and other related land use approvals (collectively the "**Land Use Approvals**") for development of a transitional housing and office campus serving victims and survivors of domestic violence and sexual assault ("**Project**").
- C. The Parties acknowledge that the approved Site Plan and Final Plat depict the future extension of 350 West and associated public improvements, including roadway pavement, curb, gutter, sidewalk, storm drainage, utilities, landscaping, street lighting, and related appurtenances (collectively, the "**Future Road Improvements**"). The Parties further acknowledge that construction of the Future Road Improvements is deferred pursuant to the terms of this Agreement.
- D. The Parties desire to establish vested development rights, define future roadway obligations, provide mechanisms for future construction of public improvements, and establish obligations that run with the land.

Now, therefore, in consideration of the mutual covenants and promises of the parties contained herein, the parties agree as follows:

1. APPROVALS AND VESTED RIGHTS

- 1.1. **Approval.** Approval of this Agreement shall coincide with legislative approvals of the Site Plan and Final Plat attached as Exhibits B and C.

- 1.2. **Vesting.** The Parties acknowledge that Developer has submitted complete land use applications for the Project and that, pursuant to Utah Code § 10-20-905, Developer is entitled to review and approval of such applications under the Garland City land use and zoning regulations, development standards, and policies in effect on the date the applications were deemed complete. The Parties further acknowledge that this Development Agreement is authorized by Utah Code § 10-20-101 and is intended to supplement and memorialize those vested rights, including the specific rights and obligations set forth herein concerning the approved Site Plan, Final Plat, public improvements, and deferred roadway construction obligations.
- 1.3. **Conflicts.** In the event of a conflict between this Agreement and any ordinance, regulation, policy, or condition of approval, this Agreement shall control only with respect to matters expressly addressed herein and only to the extent permitted by applicable law. Nothing herein shall be construed as limiting the City's exercise of its governmental, police power, or regulatory authority except as expressly provided in this Agreement.
- 1.4. **Zoning.** As of the Effective Date, zoning of the Property applicable to this project is C-1 Commercial. The applicable ordinances that apply to the Project are those in effect as of the Effective Date. The Parties agree that no further zoning or ordinance changes are needed in order to develop the property in accordance with the Site Plan.
- 1.5. **Future Ordinances.** The Parties intend and agree that future ordinances adopted by the City, notwithstanding Developer's vested status, may apply to the Project, to the extent not conflicting with this Agreement, with respect to:
- 1.5.1. Law changes that Developer agrees with the City in writing to apply to the Project;
 - 1.5.2. Law changes 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;
 - 1.5.3. Law changes 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 required to meet legitimate concerns related to public health, safety or welfare.
 - 1.5.4. 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.

1.5.5. Fees, including application fees.

1.5.6. Except as expressly provided in this Agreement, no future phase of development shall be vested by virtue of this Agreement. Any future phase shall comply with all ordinances, development standards, engineering requirements, utility requirements, and impact fees in effect at the time a complete application for such phase is submitted.

1.6. **Successor Developers.** At any time, Developer may sell one or more portions of the Property to one or more sub-developers ("**Successor Developer**"). The terms of such sale shall expressly include the transfer of the rights and obligations to develop the Successor Developer's portion of the Project in accordance with this Agreement. Upon such sale Successor Developer will inure to all rights and obligations under this Agreement with respect to the portion of the Property sold to the Successor Developer, and Developer will no longer be obligated under this Agreement in any respect with regard to the portion of the Property sold to the Successor Developer. Developer will retain all rights and obligations hereunder with respect to unsold portions of the Property.

1.7. **Changes to Project.** No material modifications to the Site Plan or Final Plat shall be made after approval by City without City Council's written approval of such modification. Developer may request approval of material modifications to the Site Plan or Final Plat from time to time as Developer may determine necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which (i) increases the number of lots in a subdivision plat, (ii) increases the number of buildings or approved building locations; (iii) changes the public improvement obligations; (iv) changes or modifies utility corridors; or (v) substantially changes the location of public roads. Modifications to the Site Plan which do not constitute material modifications may be made with the consent of City staff.

2. **PROJECT DEVELOPMENT.**

2.1. **Authorized Development.** Developer may develop the Property as a transitional housing campus, office facilities, parking areas, open space, landscaping, utilities, stormwater facilities, and related improvements substantially consistent with the Site Plan in Exhibit B.

2.2. **Phasing.**

2.2.1. The Property may be developed in phases as generally depicted on the Phasing Plan attached as Exhibit D ("**Phasing Plan**"), except for the Future Road Improvements described in Section 3. The Phasing Plan is intended solely for planning purposes and shall not constitute approval or vesting of any future phase of development. The approvals granted by this Agreement and the approved Site Plan apply only to Phase 1 unless expressly stated otherwise herein. Any subsequent phase of development shall require the submission and approval of all applicable

land use applications, including but not limited to Site Plan approval, subdivision approval, utility plans, and other approvals required by the Garland City Code and applicable law at the time such phase is proposed.

2.2.2. Planning for each phase shall include the design and approval of all public and private infrastructure, utilities, roadway improvements, drainage facilities, and other improvements necessary to serve that phase. No phase shall be considered complete until all required improvements and infrastructure for that phase have been installed, accepted where applicable, and all required improvement assurances have been provided.

2.2.3. Minor modifications to the Phasing Plan that do not materially alter the approved development pattern, infrastructure obligations, roadway alignments, or future development approvals may be approved administratively by the City. Any material modification to the Phasing Plan shall require approval by the City Council.

3. DEFERRED FUTURE ROAD IMPROVEMENTS.

3.1. **Purpose.** The Parties acknowledge that the Final Plat includes dedication of right-of-way intended to facilitate future extension and completion of the Future Road Improvements, including, but not limited to, 350 West and associated public infrastructure.

3.2. **Deferral.** The Future Road Improvements shall not be required to be constructed prior to recording of the Final Plat and no improvement assurance shall presently be required for the Future Road Improvements. Upon the occurrence of any trigger event identified in this Agreement, the City may require improvement assurances in accordance with the Garland City Code and applicable engineering standards.

3.3. **Right-of-Way Dedication.** The required roadway right-of-way shall be dedicated to the City through the Final Plat.

3.4. **Reservation of Utility Corridors.** Developer shall preserve utility corridors necessary to serve future roadway extensions and future development areas.

3.5. **Development Trigger.** Developer (or Successor Developer) shall construct the Future Road Improvements prior to any of the following:

(a) approval of a subdivision of any remaining undeveloped portion of the Property;

(b) approval of a new site plan for development not shown on the approved Site Plan as depicted herein;

(c) issuance of building permits for any principal structure not shown on the approved Site Plan as depicted herein;

(d) approval of additional residential units, principal buildings, building floor area, occupancy, or other measurable increase in development intensity beyond that shown on the approved Site Plan as depicted herein.

3.6 Connectivity Trigger. Construction of the Future Road Improvements may be required if:

- (a) adjacent property both to the north and the east develops in a manner creating a logical roadway connection;
- (b) roadway extensions are constructed on adjoining property both at the north and the east;
- (c) utility extensions necessitate completion of the roadway corridor;

3.7. Long-Stop Completion Requirement. If none of the trigger events described in Section 3.5 or 3.6 has occurred, construction of the Future Road Improvements shall be completed no later than fifteen (15) years after recording of the Final Plat unless extended by written agreement of the City Council.

3.8. Construction Standards. Completion shall require full construction of all roadway pavement, curb, gutter, sidewalk, storm drainage, utilities, landscaping, street lighting, traffic control devices, signage, striping, monumentation, testing, record drawings, engineer certification, correction of all punch list items, inspection by the City Engineer, and formal acceptance by the City.

3.9. Continuing Obligation. The obligation to construct the Future Road Improvements shall constitute a continuing covenant running with the land and shall survive any sale, conveyance, assignment, lease, foreclosure, merger, subdivision, lot split, or transfer of any interest in the Property until the Future Road Improvements have been completed and accepted by the City.

3.10. Commencement of Construction. Upon occurrence of any trigger identified in Sections 3.5 or 3.6, the Developer shall commence construction of the Future Road Improvements within one hundred eighty (180) days unless otherwise approved by the City Council. Once commenced, construction shall proceed diligently to completion without unreasonable interruption.

4. CITY CONSTRUCTION OPTION.

4.1. Municipal Construction. If the Future Road Improvements have not been constructed when required under Section 3, the City may elect to construct all or a portion of the improvements through:

- (a) Capital Improvement Program funding;
- (b) impact fee funding;
- (c) grants;
- (d) special assessment funding; or
- (e) any other lawful public funding source.

The City's election to construct the Future Road Improvements shall not create any obligation to do so nor waive the Developer's reimbursement obligations under Section 5. The City's election to construct less than all of the Future Road Improvements shall not relieve the Developer of responsibility for the remaining improvements.

4.2. No Obligation to Construct. Nothing herein shall require the City to construct the Future Road Improvements.

5. REIMBURSEMENTS.

5.1. Infrastructure Built by City. If the City constructs Future Road Improvements serving the Property, Developer and all successors shall reimburse the City for the proportionate share reasonably attributable to the Property (the "Reimbursement").

5.2. Triggering Events. The Reimbursement shall become due upon the first occurrence of:

- (a) subdivision of the Property;
- (b) approval of additional development;
- (c) issuance of building permits for additional development;
- (d) sale of the Property for development purposes; or
- (e) connection to roadway improvements funded by the City.

5.3. Determination of Share. The City Engineer shall determine the proportionate share attributable to the Property based upon accepted engineering and impact-fee methodologies.

5.4. Payment. The Reimbursement shall be due within thirty (30) days following written demand by the City. Any unpaid amount shall accrue interest at the statutory judgment rate until paid in full. The Reimbursement shall include all engineering, surveying, construction management, legal, administrative, financing, acquisition, environmental, permitting, inspection, inflationary, and construction costs reasonably incurred by the City.

5.5. Appeal. Developer may appeal the City Engineer's determination of the Reimbursement amount to the City Council by filing written notice within thirty (30) days of receipt of the determination. The City Council's determination shall be final.

5.6. Recording of Obligation. The reimbursement obligation established by this Section shall constitute a covenant running with the land and may be evidenced by a notice recorded by the City against the Property until satisfied.

6. COVENANTS RUNNING WITH THE LAND.

6.1. The obligations contained in Sections 3 and 5 constitute covenants running with the land and shall bind every owner, successor, assign, mortgagee in possession, receiver, purchaser through foreclosure, trustee, beneficiary, heir, and every parcel created by future subdivision until fully satisfied.

6.2. **Recording.** This Agreement shall be recorded against the Property within five (5) days of the Effective Date.

7. **DEFAULT AND ENFORCEMENT.**

7.1. **Notice.** If the Developer or a Successor Developer 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. If the City believes that the Default has been committed by a Successor Developer then the City shall also provide a courtesy copy of the Notice to the Developer ("Default").

7.2. **Contents of the Notice of Default.** The notice of default shall:

7.2.1. Specify the claimed event of Default;

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

7.2.3. Identify why the Default is claimed to be material; and

7.2.4. If the City chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

7.3. **Remedies.** If the parties are not able to resolve the Default through good faith negotiations or through mediation (which both Parties agree to submit to upon the request of the other Party), then the parties may have the following remedies:

7.3.1. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages.

7.3.2. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

7.3.3. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by the Developer, or in the case of a default by a Successor Developer, development of those Parcels owned by the Successor Developer until the Default has been cured.

7.3.4. If the cure of any alleged Default can be effectuated by the City because the alleged Default is covered by any security the City may have for the completion of a public improvement then the City may not declare a Default until it has attempted in good faith to use the security to remedy the alleged Default.

7.3.5. If the Developer fails to construct the Future Road Improvements when required under this Agreement following notice and expiration of all applicable cure periods,

the City may complete the required improvements and recover all costs, including engineering, administrative, legal, acquisition, financing, and construction costs, from the Developer in accordance with this Agreement.

7.3.6. The Parties acknowledge that the Future Road Improvements constitute unique public infrastructure for which monetary damages alone would be inadequate. Accordingly, the City shall be entitled to seek mandatory injunctive relief and specific performance requiring construction of the Future Road Improvements in addition to any other remedy available at law or equity.

7.4. **Notice and Public Meeting.** Except for withholding the issuance of a building permit, before any remedy may be imposed by the City the Party allegedly in Default shall be afforded the right to notice of a public meeting before the City Council and shall have the right to address the City Council regarding the claimed Default.

7.5. **Extended Cure Period.** If any Default cannot be reasonably cured within sixty (60) days then such cure period shall be extended so long as the defaulting Party is pursuing a cure with continuous and reasonable diligence, provided such cure is completed within a reasonable period approved by the City.

7.6. **Maintenance of Improvements.** Until formally accepted by the City, all roadway improvements, utilities, drainage facilities, landscaping, irrigation systems, sidewalks, lighting, private drives, parking areas, and related improvements shall be owned and maintained by the Developer or its successors at no expense to the City.

7.7. **Warranty.** The Developer shall warrant all public improvements dedicated to the City for a period of one (1) year following formal acceptance and shall repair or replace any defective work or materials identified by the City during the warranty period.

7.8. **Indemnification.** The Developer shall indemnify, defend, and hold harmless the City and its officers, employees, and agents from any claims, damages, liabilities, losses, or expenses arising out of the construction, maintenance, or condition of the Improvements until such improvements have been formally accepted by the City, except to the extent caused by the sole negligence or willful misconduct of the City.

8. Miscellaneous.

8.1. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement.

8.2. **Term of Agreement.** This Agreement shall remain in effect until all obligations contained in Sections 3, 5, and 6 have been fully performed, unless sooner terminated by written agreement of the Parties approved by the City Council..

- 8.3. **Amendment.** Any future amendments to this Agreement shall be in writing and signed by the Developer (or a duly appointed agent of the Developer) and a duly authorized representative of the City.
- 8.4. **Assignability.** The rights and responsibilities of the Developer under this Agreement may be assigned in whole or in part by the Developer, provided that the Developer shall give Notice to the City of any assignment, and shall further provide such information regarding the assignee that the City may reasonably request. Such Notice shall include providing the City with all necessary contact information for the proposed assignee. If any proposed assignment is for less than all of the Developer 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 partial assignment, the 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. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.
- 8.5. **Binding Effect.** This Agreement shall be deemed to run with the Property and shall be binding upon and inure to the benefit of the heirs and assigns of the parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto.
- 8.6. **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
- 8.7. **Integration.** This Agreement constitutes the entire understanding and agreement between the Parties, and supersedes any previous agreement, representation, or understanding between the Parties relating to the subject matter hereof.
- 8.8. **Severability.** If any part or provision of this Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court or competent jurisdiction, then such a judgment shall not affect any other part or provision of this Agreement except that part or provision so adjudged to be unconstitutional, invalid or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- 8.9. **Governing Law.** This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.
- 8.10. **Costs of Enforcement.** In the event of default on the part of any Party to this Agreement, that party shall be liable for all costs and expenses incurred by the other Parties in enforcing the provisions of this Agreement, including but not limited to attorneys' fees, whether or not legal action is instituted.

- 8.11. **Further Documentation.** This Agreement is entered into by both Parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this Agreement may be necessary. The parties agree to negotiate in good faith with respect to all such future agreements.
- 8.12. **Estoppel Certificate.** If no default has occurred in the provisions of this Agreement and upon twenty (20) days prior written request by the Developer or a Successor Developer, the City will execute an estoppel certificate to any third party, certifying that the Developer or a Successor Developer, as the case may be, at that time is not in default of the terms of this Agreement.
- 8.13. **No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and the Developer.
- 8.14. **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.
- 8.15. **Notices.** All notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally, by nationally recognized overnight courier, or sent by registered or certified US Postal Service mail, return receipt requested, postage paid to:
- If to the City: City Recorder
Garland City
72 North Main
Garland UT 84312
- If to Developer:
CAPSA
P.O. Box 3617
Logan, Utah 84323
- 8.16. **Mailing Effective.** Notice is given by Mail shall be deemed delivered seventy-two (72) hours following deposit with the US Postal Service in the manner set forth above. Notices that are hand delivered or delivered by nationally recognized overnight courier shall be deemed delivered upon receipt.
- 8.17. **Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the parties of the breach of any provision of this DA shall be construed as a waiver of any preceding or succeeding breach by the same of any other provision of this DA.
- 8.18. **Time of the Essence.** Time is of the essence with respect to every obligation contained in this Agreement.

[Signatures Follow]

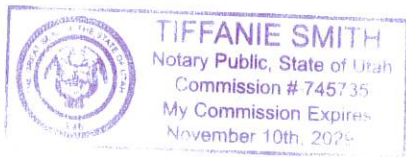
IN WITNESS WHEREOF, the Parties hereto have executed this Development Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

CITY
GARLAND CITY, UTAH

Mayor

State of Utah)
:ss
County of Box Elder)

On this 5 day of August, 2026, personally appeared before me
Danny Arstin [name of person(s)], whose identity is personally known to me or
proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the MAYOR of
Garland City, Utah, and said document was signed by him/her in behalf of said Town, and he/she
acknowledged to me that said corporation executed the same.



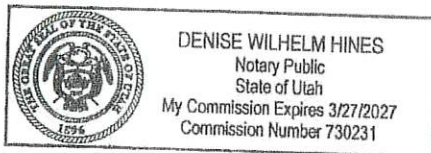
Tiffanie Smith
Notary Public

DEVELOPER
CAPSA

By: Jim Anderson
Its: CEO

State of Utah)
:ss
County of Box Elder)

On this 21st day of July, 2026, personally appeared before me
Jim Anderson [name of person(s)], whose identity is personally known to me or
proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the CEO
[title], of CAPSA, a Utah corporation, and said document was signed by him/her in behalf of
said corporation, and he/she acknowledged to me that said corporation executed the same.



Denise Hines
Notary Public

Exhibit A
to
Development Agreement

The Property

A PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 12 NORTH, RANGE 3 WEST, SLB&M; BEGINNING AT A POINT 1317.02 FEET S 89°27'34" W ALONG THE SECTION LINE (BASIS OF BEARING) AND 328.95 FEET N 00°08'33" W FEET FROM THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 12 NORTH, RANGE 3 WEST, SLB&M AND RUNNING THENCE S 89°27'34" W 142.45 FEET; THENCE S 04°38'57" W 70.29 FEET ALONG THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE OF 300 WEST STREET TO THE NORTHWEST CORNER OF LOT 1 OF SCHOW SUBDIVISION; THENCE S 89°27'34" W 66.27 FEET ALONG THE NORTH LINE OF SAID STREET; THENCE N 04°38'57" E 51.40 FEET ALONG THE WESTERLY RIGHT-OF-WAY OF SAID STREET TO A CLS REBAR & CAP; THENCE S 89°57'59" W 125.12 FEET TO O.S.L. RAILROAD; THENCE N 04° 28'26" E 1021.33 FEET ALONG SAID RAILROAD RIGHT-OF-WAY TO THE SOUTHWEST CORNER OF PLAT "K" OF THE GARLAND CITY SURVEY; THENCE N 89°08'35" E 258.20 FEET ALONG A FENCE LINE ALONG THE SOUTH LINE OF SAID PLAT "K" TO A JEPC REBAR & CAP; THENCE S 00°08'33" W 1001.22 TO THE POINT OF BEGINNING.

Exhibit B
to
Development Agreement

Site Plan

**Exhibit B
to
Development Agreement**

Site Plan

SITE-CONSTRUCTION DOCUMENTS CAPSA PHASE 1 GARLAND, UTAH 84312

GENERAL NOTES:

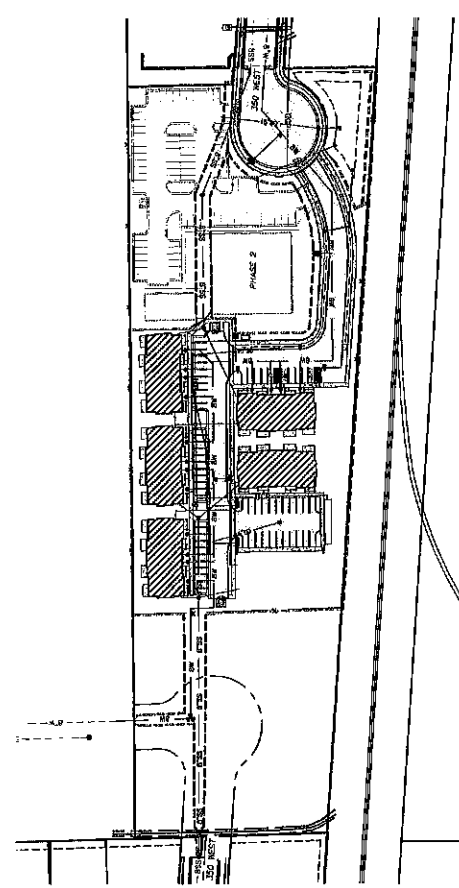
1. NO WORK IS TO BEGIN UNTIL ALL NECESSARY PERMITS HAVE BEEN OBTAINED. GENERAL CONTRACTOR TO OBTAIN AND PAY FOR ALL NECESSARY PERMITS.
2. REQUIREMENTS SHOWN ON SITE PLAN SHALL GOVERN. GENERAL CONTRACTOR SHALL POINT OUT ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
3. ENTIRE INSTALLATION SHALL MEET ALL APPLICABLE CODES.
4. CONTRACTOR TO FIELD VERIFY ALL CONDITIONS AND DIMENSIONS ON-SITE.
5. GENERAL CONTRACTOR TO PROVIDE ALL EQUIPMENT AND PERSONNEL REQUIRED FOR FINAL CHECKOUT OF ALL FACILITIES BY OWNER'S REPRESENTATIVE.
6. GENERAL CONTRACTOR TO KEEP THE PROJECT SITE NEAT AND ORDERLY. GENERAL CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND SHALL MEET THE APPROVAL OF THE OWNER'S REPRESENTATIVE PRIOR TO PROJECT COMPLETION.
7. THE GENERAL CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL DURING CONSTRUCTION.
8. WHERE THERE IS A CONFLICT BETWEEN THESE PLANS AND THE SPECIFICATIONS, OR ANY APPLICABLE STANDARDS, THE HIGHER QUALITY STANDARD SHALL APPLY.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADS & WALKWAYS FREE AND CLEAR OF ALL CONSTRUCTION DEBRIS AND DIRT TRACKED FROM THE SITE.
10. DIMENSIONS FOR LAYOUT AND CONSTRUCTION ARE NOT TO BE SCALED FROM ANY DRAWING. IF PERTINENT, DIMENSIONS SHALL BE SHOWN ON THE AS-BUILT RECORD DRAWINGS.
11. CONTRACTOR TO MAINTAIN ACCESS DURING CONSTRUCTION TO ADJACENT BUSINESS FACILITIES.

UTILITY GENERAL NOTES:

1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND ARE TO BE CONSIDERED AN APPROXIMATE LOCATION. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POT-HOLES OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.
3. GENERAL CONTRACTOR TO COORDINATE ALL UTILITY WORK WITH THE APPROPRIATE UTILITY PROVIDER, GENERAL CONTRACTOR TO VERIFY AND FOLLOW ALL UTILITY PROVIDER REQUIREMENTS, PROCEDURES, STANDARDS AND SPECIFICATIONS.

GRADING GENERAL NOTES:

1. FINAL GRADES ARE SUBJECT TO MINOR CHANGES AS APPROVED BY OWNER. NO GRADE CHANGES IN EXCESS OF 0.05 FEET WITHOUT CIVIL ENGINEER'S APPROVAL.
2. ALL FILL MATERIAL SHALL BE CLEAN FILL SOIL APPROVED BY CIVIL ENGINEER.
3. ALL CONSTRUCTION LAYOUT AND STAKING SHALL BE PERFORMED UNDER THE RESPONSIBLE CHARGE OF A LAND SURVEYOR LICENSED IN THE STATE OF UTAH AND BY SURVEY CREW CHIEF OR ENGINEERING TECHNICIAN EXPERIENCED IN CONSTRUCTION LAYOUT AND STAKING TECHNIQUES AS REQUIRED BY THE SPECIFIC TYPE OF WORK BEING PERFORMED.
4. ACCESS AND HAULAGE ROADS SHALL BE MAINTAINED IN A DUST-FREE CONDITION BY SURFACING OR OTHER TREATMENT AS APPROVED BY THE CIVIL ENGINEER. FUGITIVE DUST SHALL BE CONTROLLED IN ALL OTHER OPERATIONAL AREAS OF THE PROJECT. SUCTION TRUCKS OR OTHER MEANS MAY BE EMPLOYED TO CONTROL DUST AS NECESSARY.
5. CONTRACTOR SHALL MATCH GRADES AT SAWTOOTH LINE OF EXISTING CONCRETE FLAT WORK, CURB & GUTTER, AND SIDEWALKS.
6. CONTRACTOR SHALL MATCH FINISHED GROUND GRADES AT PROJECT LIMIT LINES.



LEGEND:

PROJECT LIMIT LINE	PROPOSED UNDERGROUND POWER LINE	CONCRETE
PROPERTY LINE	EXISTING UNDERGROUND POWER LINE	HEAVY DUTY CONCRETE
RIGHT OF WAY LINE	PROPOSED STORM DRAIN LINE	ASPHALT
CURB/TOE SIDE	EXISTING STORM DRAIN LINE	PROPOSED BUILDING
SAWTOOTH LINE	PROPOSED SEWER LINE	PROPOSED STORAGE SHED
GRADE BREAK	EXISTING SEWER LINE	STORM WATER DETENTION
CURB AND GUTTER	PROPOSED WATER LINE AND SIZE	LANDSCAPE AREA
REBORN CURB	EXISTING WATER LINE AND SIZE	
PROPOSED UNDERGROUND POWER LINE	WATER VALVE	
EXISTING UNDERGROUND POWER LINE	FIRE HYDRANT	
PROPOSED STORM DRAIN LINE	WATER MASTERS	
EXISTING STORM DRAIN LINE	SEWER MANHOLE	
PROPOSED SEWER LINE	STORM DRAIN BOXES	
EXISTING SEWER LINE		
PROPOSED WATER LINE AND SIZE		
EXISTING WATER LINE AND SIZE		

HATCH LEGEND:

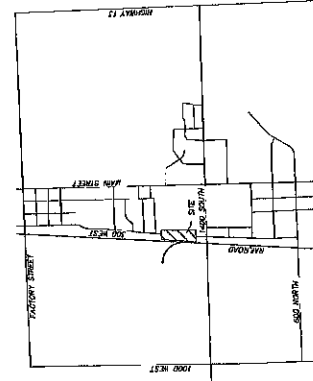
CONCRETE
HEAVY DUTY CONCRETE
ASPHALT
PROPOSED BUILDING
PROPOSED STORAGE SHED
STORM WATER DETENTION
LANDSCAPE AREA



CIVIL ENGINEER
CACHÉ-LANDMARK ENGINEERING
85 GOLF COURSE RD. SUITE 101
Logan, Utah 84321
(435) 713-0099
Lance Anderson, P.E.
(435) 760-1622
lance@cache-landmark.com
Cody Zanner, P.E.
(435) 784-3791
czanner@cache-landmark.com

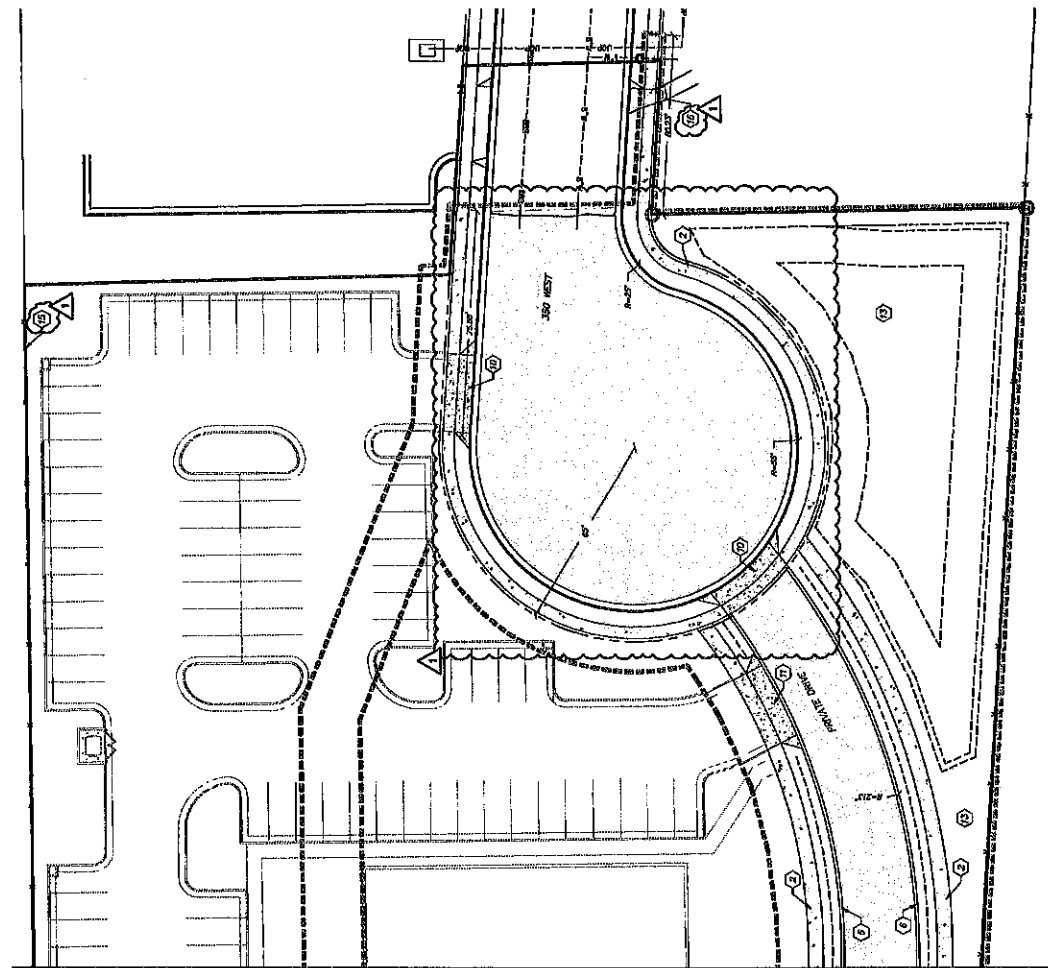
SHEET INDEX

DESCRIPTION	SHEET
COVER SHEET	C-001
SITE PLAN	CS201-202
UTILITY/STORMWATER PLAN	CU301-303
GRADING PLAN	CG401-402
CIVIL DETAILS	C-501-505
LANDSCAPE PLAN	L100-101
FIRE EXHIBIT	FE601



DATE OF PREPARATION:
ORIGINAL ISSUE: 28 JANUARY 2026
REVISED: 21 MAY 2026





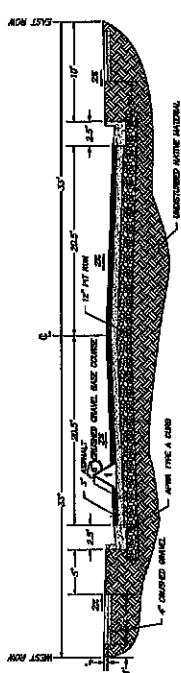
SITE PLAN

SITE GENERAL NOTES

1. ALL DIMENSIONS AND RADII ARE MEASURED TO TOP BACK OF CURB
- UNLESS OTHERWISE NOTED OR WHEN NO CURB IS PRESENT.
2. CONTRACTOR TO REFER TO DRAINING PLAN FOR ALL FINISH GRADE
ELEVATIONS.
3. SEE SHEET C-001 FOR GENERAL NOTES AND LEGEND.

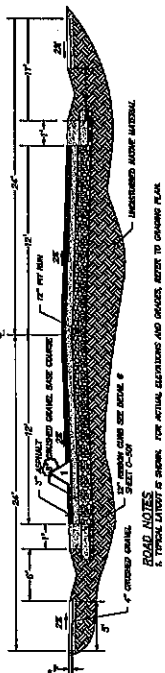
SEE INSTRUCTIONS

MATCHLINE SEE SHEET CS202



66" ROAD X-SECTION(350 WEST)

NOT TO SCALE



PRIVATE DRIVE CROSSSECTION

NOT TO SCALE

SITE CONSTRUCTION NOTES

1. CONSTRUCT STANDARD ASPHALT SECTION. SEE SHEET C-501/DETAIL 1.
2. CONSTRUCT CONCRETE SIDEWALK. SEE SHEET C-501/DETAIL 2 & 3.
3. CONSTRUCT DUTY CONCRETE SECTION. SEE SHEET C-501/DETAIL 4.
4. CONSTRUCT HEAVY DUTY CONCRETE SECTION. SEE SHEET C-501/DETAIL 4.
5. CONSTRUCT ONE-SIDE CATCH CURB AND GUTTER. SEE SHEET C-501/DETAIL 5.
6. CONSTRUCT ON-SITE SPILL CURB AND GUTTER. SEE SHEET C-501/DETAIL 6.
7. CONSTRUCT 1/2 RADIUS CURB. SEE SHEET C-501/DETAIL 6.
8. CONSTRUCT THICKENED EDGE SIDEWALK. SEE SHEET C-501/DETAIL 7.
9. CONSTRUCT PARALLEL CONCRETE ADA RAMP. SEE SHEET C-501/DETAIL 8.
10. CONSTRUCT 4' VALLEY CUTTER. SEE SHEET C-501/DETAIL 8.
11. CONSTRUCT CONCRETE DRIVE ACCESS. SEE SHEET C-502/DETAIL 10.
12. CONSTRUCT CONCRETE DRIVE ACCESS WITH SMALLE. SEE SHEET C-502/DETAIL 11.
13. CONSTRUCT TRASH ENCLOSURE. SEE SHEET C-502/DETAIL 13.
14. LANDSCAPE AREA. SEE PLANTING PLAN.
15. CONSTRUCT MAINTENANCE FOR STANDARD CONCRETE DETAIL. SEE SHEET C-501/DETAIL 2.
16. CONSTRUCT 8' TALL MASONRY FENCE ALONG NORTH AND EAST BOUNDARY.

SOIL COMPACTION TABLE		
LOCATION	TOTAL FILL THICKNESS (FEET)	MINIMUM PERCENTAGE OF MAXIMUM DRY DENSITY
EXCEPT AN AREA DESIGNATED AS A PERMITS OF THE PROJECT	0 TO 8	95
SITE CHANGING FILL OUTSIDE AREA DEFINED	0 TO 5	90
SITE CHANGING FILL OUTSIDE AREA DEFINED	5 TO 2	95
UTILITY AREAS WORK STRUCTURAL AREAS	—	98
ROAD BASE	—	96

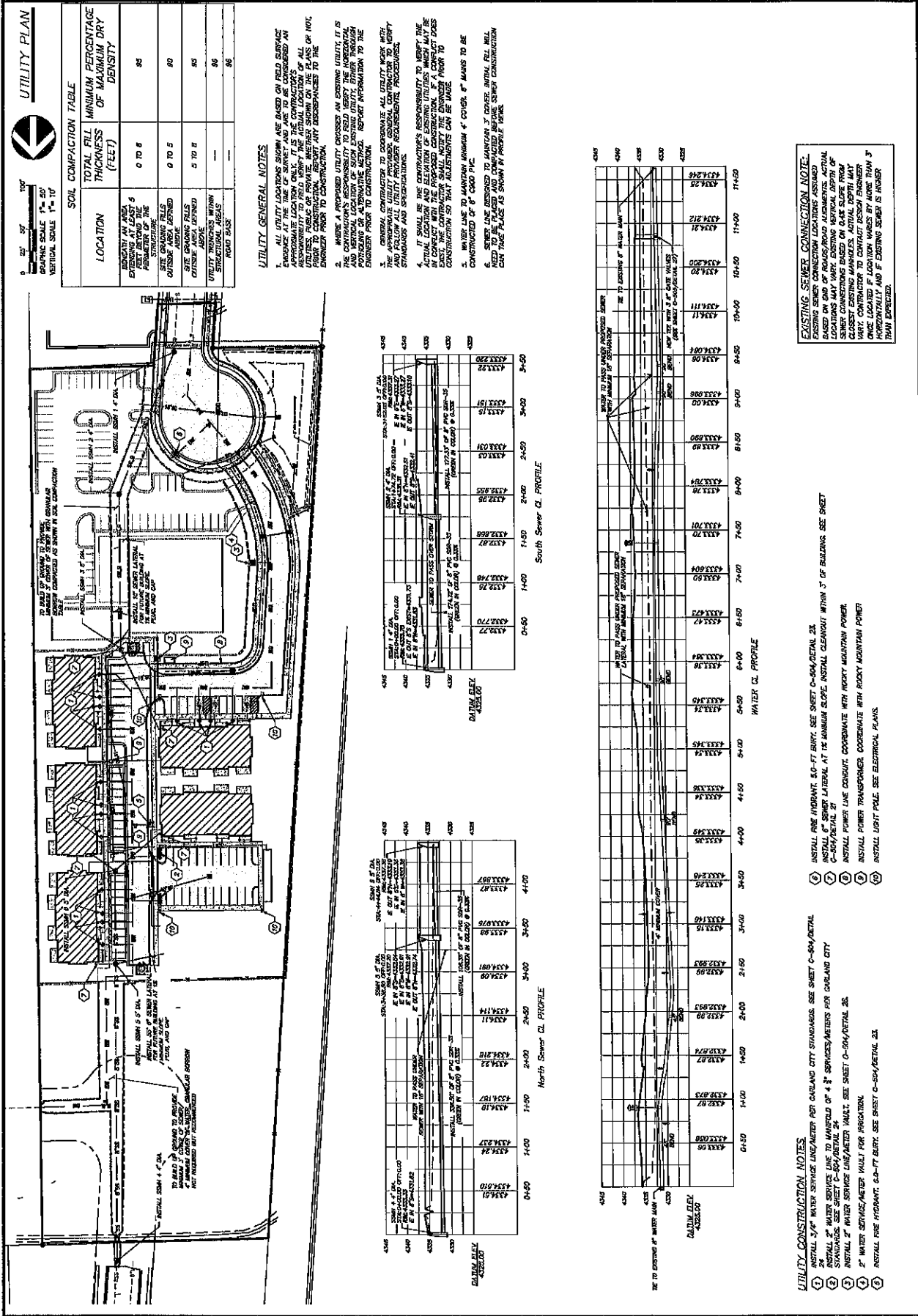
CS201

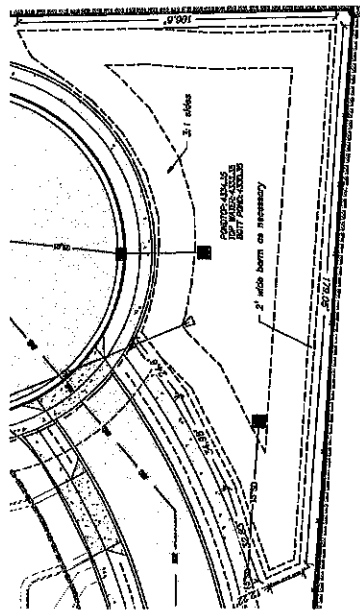
CAPSA
PHASE 1
GARLAND, UTAH 84312

SITE PLAN



3/29/92	3/29/92	3/29/92
Revised Per City Comments	Revised sheet with end greeting	





POND DETAIL

0 10' 20' 40'

GRAPHIC SCALE 1" = 20'

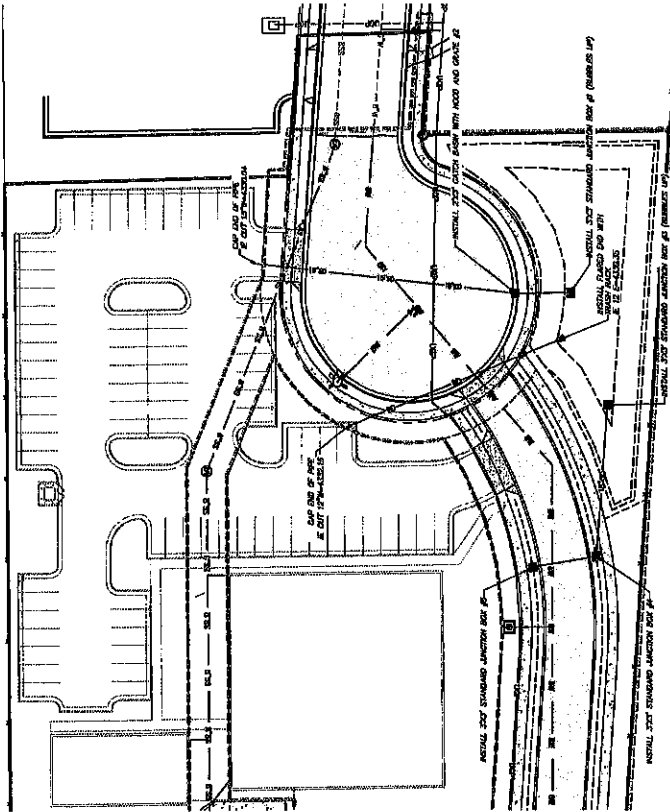
STORMWATER GENERAL NOTES

1. EXPOSE DRAIN PIPE TO HAVE MINIMUM COVER OF 16" FROM TOP OF PIPE TO FINISHED GRADE.
2. SEE GRADING PLAN FOR ALL FINISH GRADE ELEVATIONS.
3. SEE SHEET C-0 FOR GENERAL NOTES AND LEGEND.
4. SEE SHEET C-8A/DETAL 20 FOR SO PIPE SECTION.
5. SEE SHEET C-8A/DETAL 14 FOR INTERIOR SITE 2'X3' SO INLET BOX DETAIL.
6. SEE SHEET C-8A/DETAL 10 FOR 2'X3' SO BOX WITH RING AND GRATE DETAIL.
7. SEE SHEET C-8A/DETAL 18 FOR 2'X3' STANDARD JUNCTION BOX DETAIL.
8. SEE SHEET C-8A/DETAL 17 FOR 2'X3' CATCH BASIN WITH HOOD AND GRATE DETAIL.
9. SEE SHEET C-8A/DETAL 18 FOR SUMP MANHOLE DETAIL.
10. SEE SHEET C-8A/DETAL 19 FOR FLARED BOX DETAIL.
11. SEE SHEET C-8A/DETAL 20 FOR 2'X3' CATCH BASIN WITH 14-GRATE DETAIL.

STORM DETENTION DESIGN:

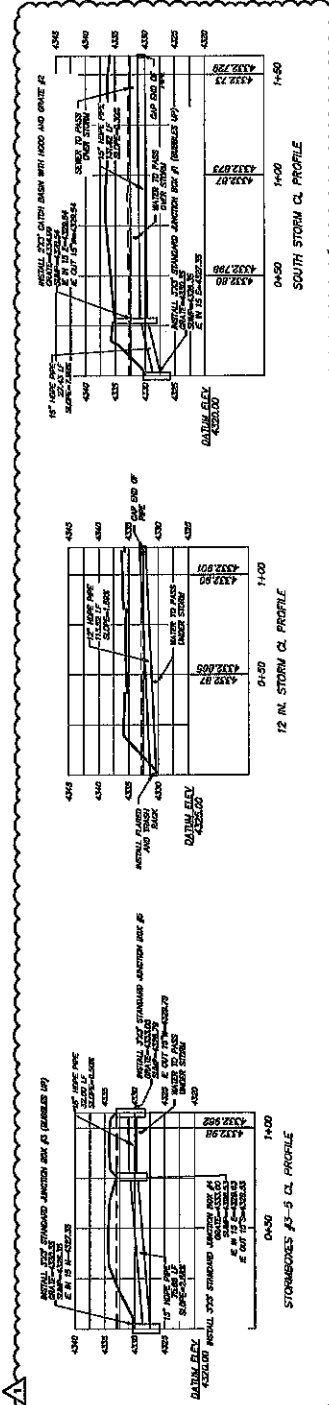
DESIGNED FOR FULL BUILD OUT OF CAPSA SITE (PHASE 1 & 2)

PRECIPITATION (100 YD ² /HR)	3.00 IN.
PROJECT AREA	4.94 AC.
EXISTING HYDRAULIC SOIL GROUP	D
INFILTRATION RATE	10 MIN/IN
POST-CONSTRUCTION RETENTION REQUIRED	97% AC.
PREVIOUS AREA	1.47 AC.
PERVIOUS AREA	1.47 AC.
TOTAL AREA	4.74 AC.
UNSATURATED	22.4
ONSET RAINFALL (100 YD ² /HR)	3.00 IN.
TOTAL VOLUME REQUIRED	14,658 CU. FT.
RETENTION VOLUME PROVIDED	
POND	18,041 CU. FT.
MAX. STORMWATER INFILTRATION TIME	5 MINS.

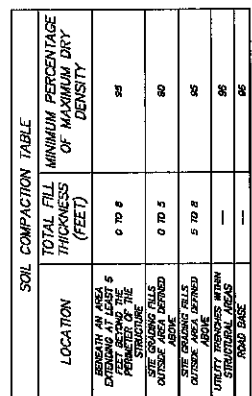


STORMWATER PLAN

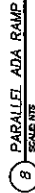
GRAPHIC SCALE 1" = 30'
VERTICAL SCALE 1" = 10'

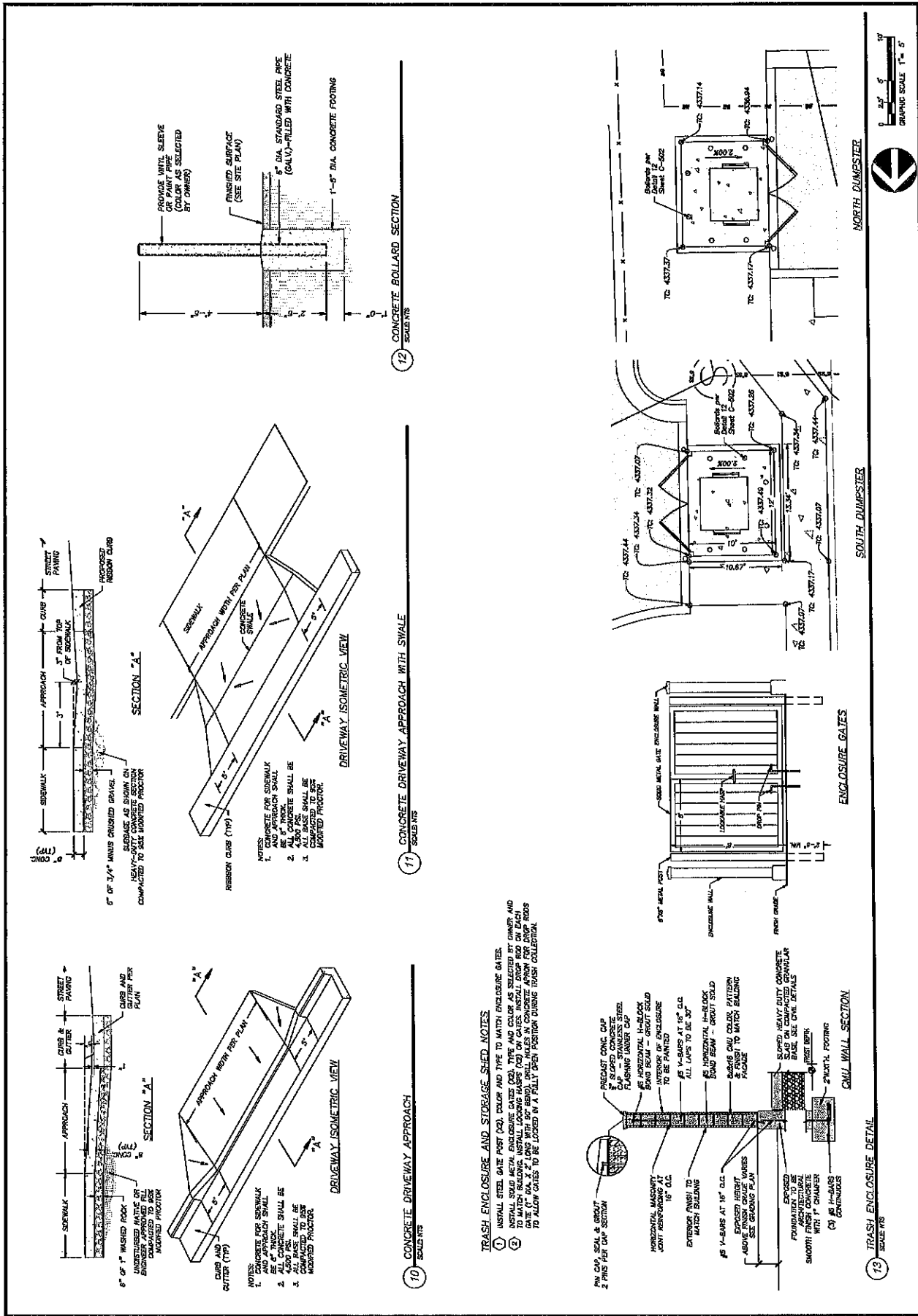


CU303



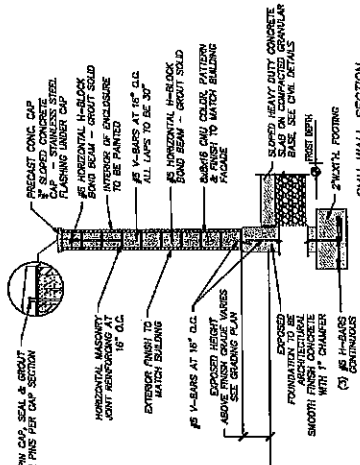




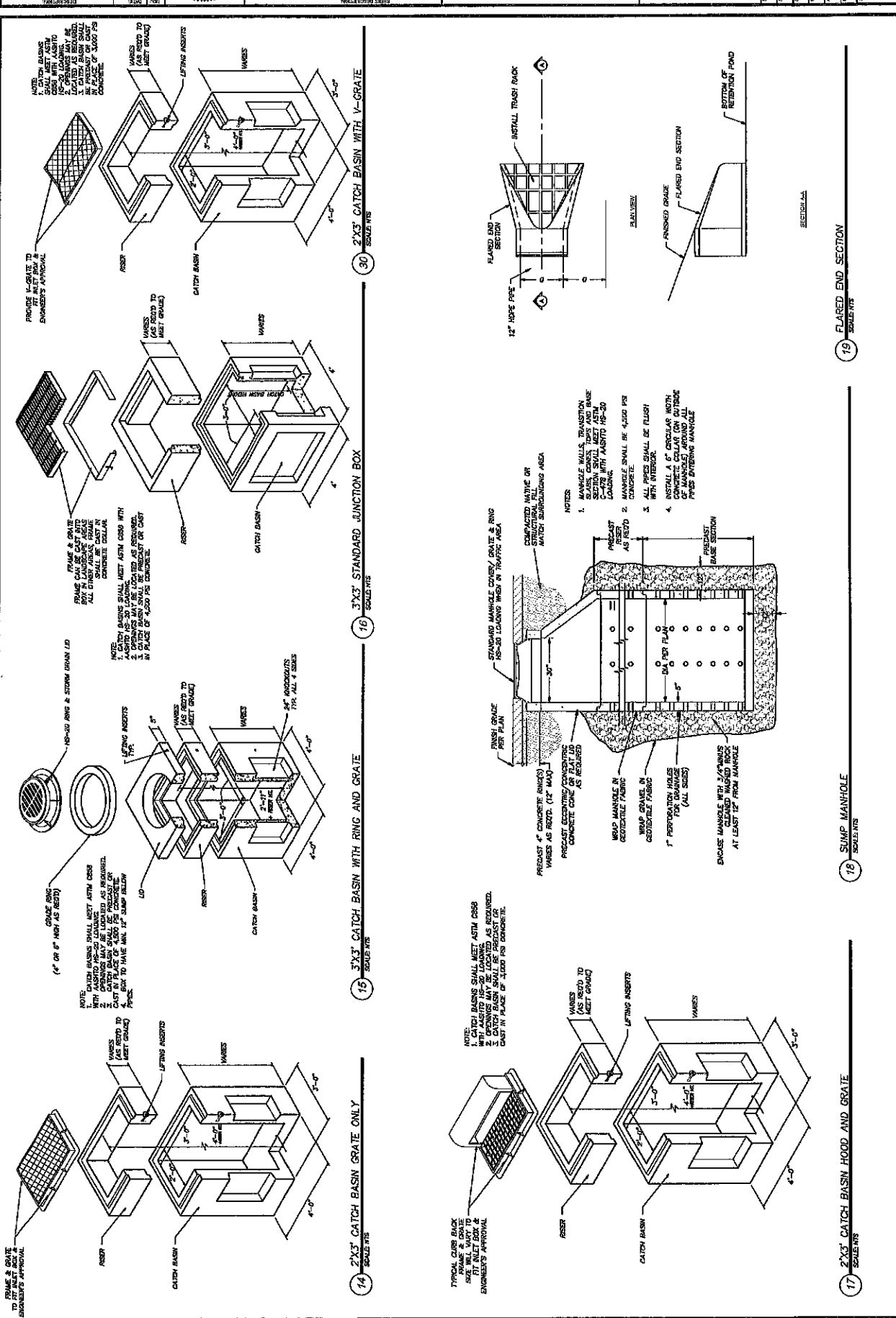


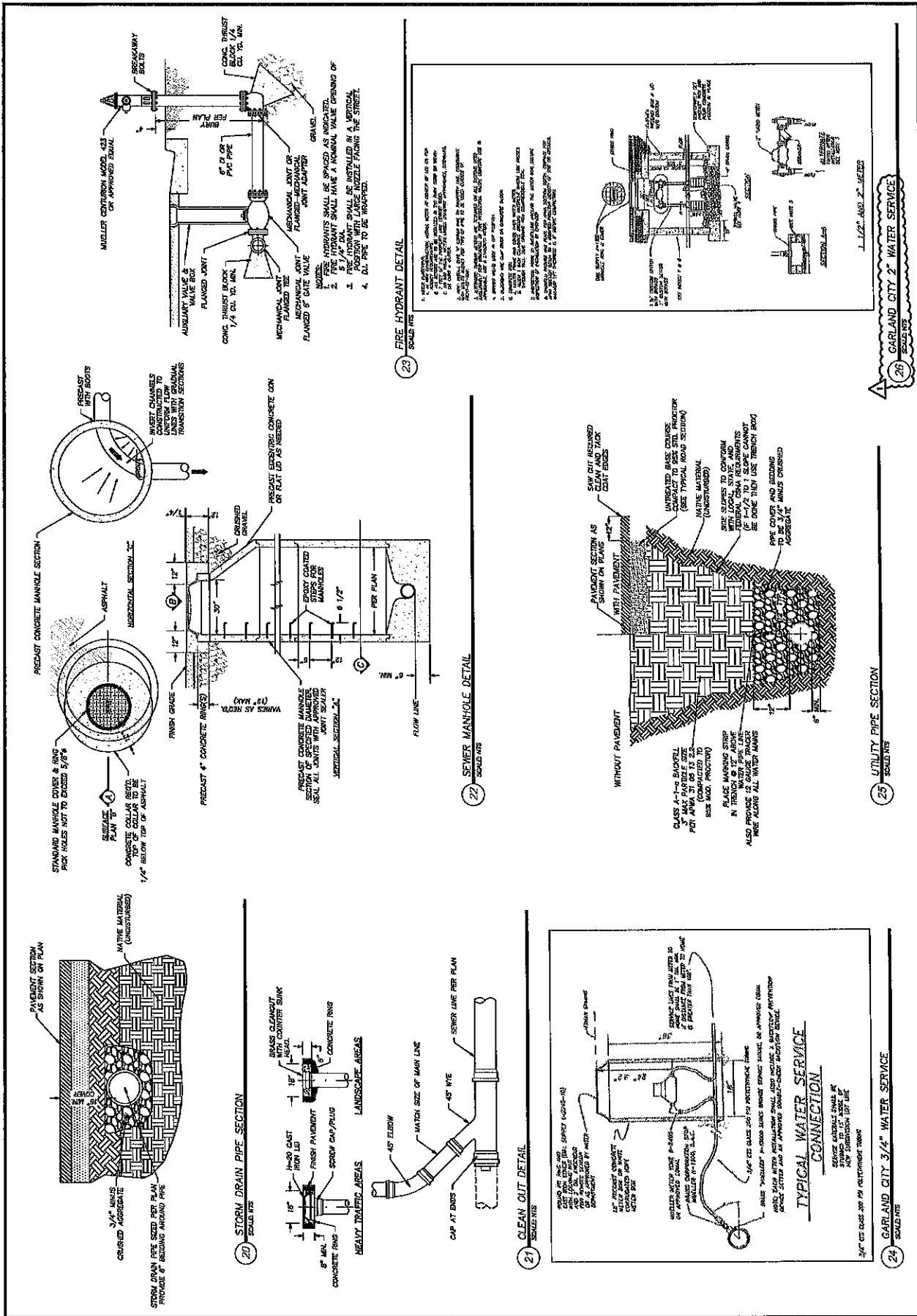
TRASH ENCLOSURE AND STORAGE SHED NOTES

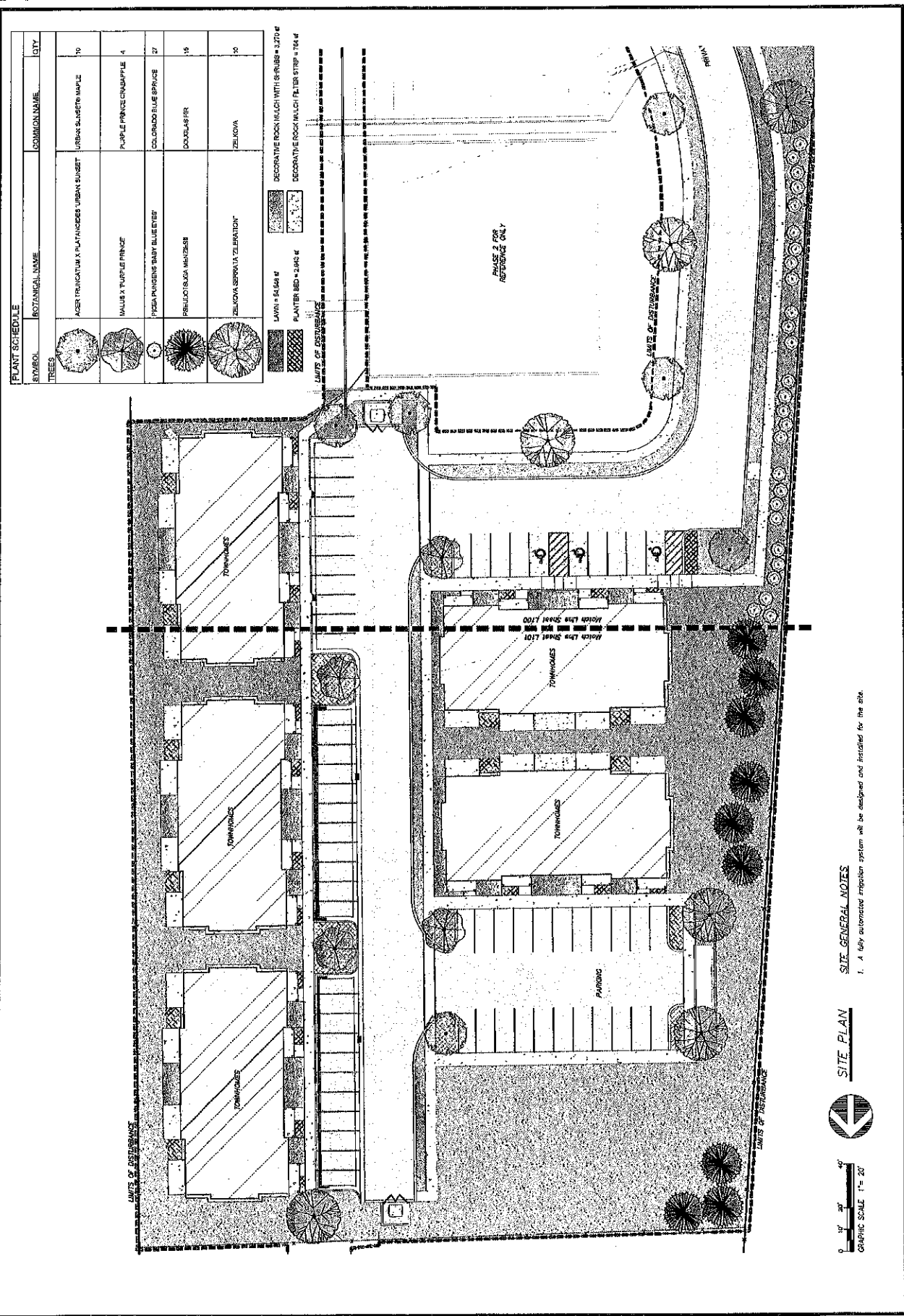
1. INSTALL STEEL GATE POST (2) COLOR AND TYPE TO MATCH ENCLOSURE GATE.
2. INSTALL STEEL GATE (2) TYPE AND COLOR AS SELECTED BY OWNER AND TO MATCH ENCLOSURE GATE (2) TYPE AND COLOR.
3. INSTALL STEEL GATE (2) TYPE AND COLOR AS SELECTED BY OWNER AND TO MATCH ENCLOSURE GATE (2) TYPE AND COLOR.



TRASH ENCLOSURE DETAIL
 SCALE: 1" = 5'







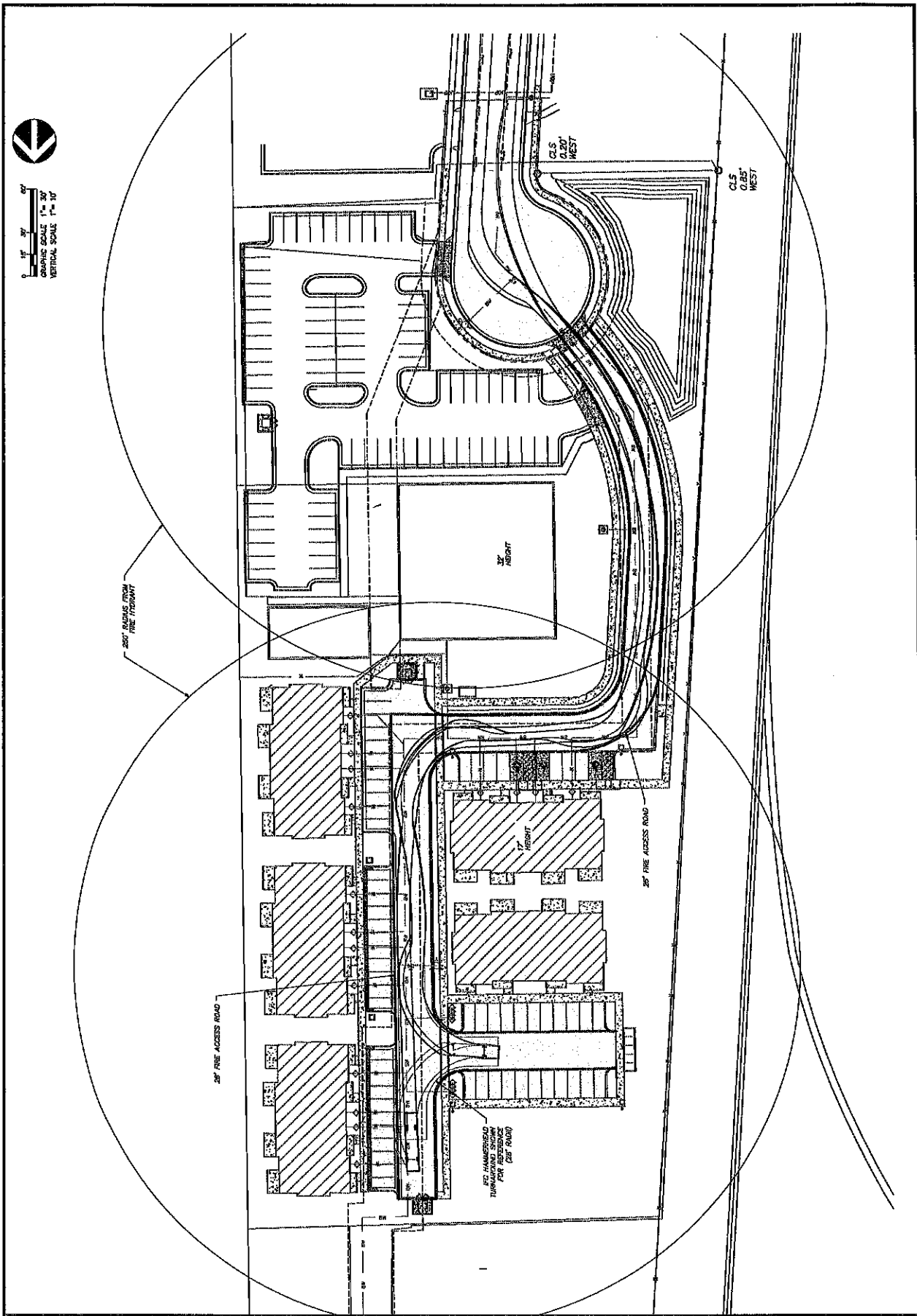


Exhibit C
to
Development Agreement

Final Plat

Exhibit D
to
Development Agreement

Phasing Plan

- SITE CONSTRUCTION NOTES**
1. CONSTRUCT STANDARD ASPHALT SECTION. SEE SHEET C-501/DETAIL 1.
 2. CONSTRUCT CONCRETE SIDEWALK. SEE SHEET C-501/DETAIL 2 & 3.
 3. CONSTRUCT HEAVY DUTY CONCRETE SECTION. SEE SHEET C-501/DETAIL 4.
 4. CONSTRUCT ON-SITE CATCH BASIN AND GUTTER. SEE SHEET C-501/DETAIL 5.
 5. CONSTRUCT ON-SITE SLEW CURB AND GUTTER. SEE SHEET C-501/DETAIL 6.
 6. CONSTRUCT 18" RAINFALL CURB. SEE SHEET C-501/DETAIL 6.
 7. CONSTRUCT THICKENED EDGE SIDEWALK. SEE SHEET C-501/DETAIL 7.
 8. CONSTRUCT PARALLEL CONCRETE ADA RAMP. SEE SHEET C-501/DETAIL 8.
 9. CONSTRUCT 4' VALLEY CUTOUT. SEE SHEET C-501/DETAIL 8.
 10. CONSTRUCT CONCRETE DRIVE ACCESS. SEE SHEET C-501/DETAIL 10.
 11. CONSTRUCT CONCRETE DRIVE ACCESS WITH SLOPE. SEE SHEET C-502/NO. 1.
 12. CONSTRUCT TRASH ENCLOSURE. SEE SHEET C-502/DETAIL 13.
 13. LANDSCAPE PLANT. SEE PLANTING PLAN.
 14. CONSTRUCT VALLEY FLOW DET STANDARD CONCRETE DETAIL. SEE SHEET C-501/DETAIL 9.
 15. REMOVE & REPLACE APPROXIMATELY 75' SF CONCRETE BACK IN TO DRIVE.