

TAYLORSVILLE, UTAH
RESOLUTION NO. 21-16

**A RESOLUTION OF THE CITY OF TAYLORSVILLE APPROVING THE
DEVELOPMENT AGREEMENT WITH THE THACKERAY COMPANY, L.C.
FOR THE WEST POINT DEVELOPMENT**

WHEREAS, the Taylorsville City Council (the “Council”) met in regular session on May 5, 2021, to discuss, among other things, approving the development agreement for the West Point Development (the “Project”); and

WHEREAS, the Thackeray Company, L.C. (“Developer”) has certain real property under contract of approximately 16.5 acres (16.5) located at **3815 – 3879 West 5400 South** within the boundaries of the City; and

WHEREAS, Developer has made application to the City for a general plan map amendment, rezone, and/or map amendment and zoning text amendment to assign the site-specific development district designation (“SSD-X West Point”); and

WHEREAS, the intent of the development agreement is to facilitate the development of the Project with the site-specific land uses allowed and development standard adopted by the City as part of the SSD-X West Point zoning district to provide for a creative development with unique and unusual characteristics for the benefit of all Parties; and

WHEREAS, after much consideration, the Council has determined that it is in the best interests of the health, safety, and welfare of the City’s citizens to approve the proposed development agreement.

NOW, THEREFORE, BE IT RESOLVED by the Taylorsville City Council that the proposed development agreement for the Project is hereby approved and the Mayor is hereby authorized to sign the development agreement after it has been executed by the Developer.

This Resolution, assigned Resolution No. 21-16, shall take effect upon passage and approval.

PASSED AND APPROVED by the Taylorsville City Council this _____ day of _____, 2021.

TAYLORSVILLE CITY COUNCIL

By: _____
Curt Cochran, Council Chair

SEAL**VOTING:**

Meredith Harker
Ernest Burgess
Dan Armstrong
Curt Cochran
Anna Barbieri

Yea Nay
Yea Nay
Yea Nay
Yea Nay
Yea Nay

PRESENTED to the Mayor of the City of Taylorsville for approval this _____ day
_____, 2021.

APPROVED this _____ day of _____, 2021.

By: _____
Mayor Kristie S. Overson

ATTEST:

Jamie Brooks, City Recorder

DEPOSITED in the office of the City Recorder this _____ day of _____, 2021.

RECORDED this _____ day of _____, 2021.

EXHIBIT A
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF TAYLORSVILLE AND THE THACKERY COMPANY

WHEN RECORDED RETURN TO:

City of Taylorsville
Attn: Jamie Brooks, City Recorder
2600 West Taylorsville Blvd.
Taylorsville, UT 84129

**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF TAYLORSVILLE AND THE THACKERAY COMPANY**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into this ____ day of May, 2021 (the "Effective Date"), by and between THE THACKERAY COMPANY, L.C. ("Developer") and the CITY OF TAYLORSVILLE, a municipality and political subdivision of the State of Utah (the "City"). Developer and the City are hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. Developer is or will soon be the owner of approximately 16.5 acres of real property located within the boundaries of the City as more particularly described in Exhibit A (the "Property").

B. Developer has made application to the City for a general plan map amendment, rezone or map amendment and zoning text amendment to assign to the site specific development district designation for mixed residential and commercial uses to the Property for the purpose of constructing a mixed use development consisting of not less than six hundred forty (640) residential units (inclusive of on-site parking with 1.5 stalls for each multi-family residential unit on the Property) and commercial and other related improvements on the Property (the "Project" or "SSD-X West Point").

C. The intent of this Agreement is to facilitate the development of the Property in accordance with the site-specific land uses allowed and development standards adopted by the City as part of the SSD-X West Point zoning district to provide for a creative development with unique and unusual characteristics for the benefit of all Parties.

D. The City, acting pursuant to its authority under UTAH CODE ANN. §§ 10-9a-101, *et seq.*, has made certain determinations with respect to the Property and the Project and, in the exercise of its legislative discretion, has elected to process and approve this Agreement after all necessary public hearings and procedures have been conducted.

E. The City owns an approximately ____ acre parcel of property located in close proximity to the Project, which property is more particularly described on Exhibit B attached hereto (the "City Property"). By a separate real estate purchase contract, the Developer shall purchase the City Property.

F. The Project is located within a Redevelopment Agency (“RDA”) area. Certain funds exist or will otherwise be generated by the Project. Either by separate agreement or letter, the RDA shall certify its financial commitments to the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals and Exhibits are hereby incorporated by reference as part of this Agreement.

2. **Conditions Precedent.**

2.1. **Closing of Property Transactions.** As a condition precedent to the obligations of the Parties hereunder, this Agreement is contingent upon and shall only become effective at such time, and in the event that, Developer closes on the sale of the Property. In the event that the sale fails to close, this Agreement shall be of no further force and effect and the Property shall revert to the pre-existing, underlying zoning districts in which the Property is currently located.

2.2. **Approval of Zoning by City Council.** As a second and additional condition precedent to the obligations of the Parties hereunder, this Agreement is contingent upon and shall only become effective at such time, and in the event that, the Taylorsville City Council, in the independent exercise of its legislative discretion, elects to approve the proposed rezoning of the Property to the SSD-X West Point district. This Agreement is not intended to and does not affect or in any way bind or supersede the independent exercise of legislative discretion by the City Council in deciding whether to approve or deny the application for the rezoning of the Property.

3. **Concept Plan.**

3.1. **Concept Plan Depiction.** A concept plan generally depicting the location of proposed land uses and structures, major streets and configurations of the Property is attached in the form of Exhibit C, which is hereby incorporated by this reference. The approval of the concept plan as part of this Agreement satisfies the requirement of the Taylorsville City Code (the “Code”) for a development plan as part of the SSD-X West Point Zoning District for the Property.

3.2. **Amendments to Concept Plan and Specific SSD-X West Point Development Standards.** The Parties understand and agree that the concept plan attached as Exhibit C is a general depiction of building locations, sizes and uses and that more detailed and specific site plans shall be submitted for approval before any actual construction may begin on any portion of the Property, which may deviate or vary slightly or in ways that are irrelevant to planning considerations from what is depicted in Exhibit C to this Agreement or which represent logical development of the details depicted on Exhibit C. In the event that Developer or the successor owner of the Property desires to further modify Exhibit C, it shall submit a request to the Economic and Community Development Director of the City (“ECD”), who may approve minor modifications or amendments in the development of the Project as depicted in Exhibit C. Without

limiting the scope of what constitutes a minor modification or amendment, the following shall be presumed to constitute a minor modification or amendment: (a) an increase of less than five percent (5%) in the total overall square footage in the entire Property; (b) alteration of the sizes or types of units in each Phase of the Project that does not cause the total overall square footage to exceed the five percent (5%) threshold set forth in (a); (c) alteration of the exterior design and improvements to the buildings within setbacks; (d) any decrease in hardscape and increase in landscaping; and (e) variations in the heights of buildings provided the modification is consistent with the height standards in Section 13.38.4.C of the SSD-X West Point Zoning District land use regulations attached as Exhibit D. For avoidance of doubt, alteration of the size, type or number of units in any Phase of the entire Project that falls within the presumptions set forth in the previous sentence shall constitute a minor modification or amendment. Any amendments to this Agreement that the ECD determines to be major amendments to Exhibit C, as determined by the ECD, shall be referred to the Planning Commission for its review and approval. Any proposed amendment to the specific SSD-X West Point Zoning District development standards and regulations in Exhibit D including, but not limited to, changes in road alignment, height of buildings, setbacks, density and uses of property shall be regarded as a major amendment that shall require either Planning Commission or City Council approval, depending on whether the proposed amendment is only to the Concept Plan or to the Specific Development Standards and Regulations attached as Exhibit D. Except as provided above, the ECD shall have the discretion to determine what constitutes a minor or major amendment and may elect to seek approval of the Planning Commission and/or City Council, as applicable, in his or her discretion. Any decision of the ECD approving or denying a request for a minor modification in Exhibit C, or a decision as to whether a proposed modification is a major amendment that requires Planning Commission or City Council approval, as applicable, is a land use decision that may be appealed under the provisions of §13.34.010 of the Code.

4. Specific-Development Standards. The purpose of the SSD-X West Point Zoning District is to provide for site-specific development standards in order to allow for the efficient and creative development of property with unique or unusual characteristics. Specific land uses allowed, development standards and regulations for the Property in the SSD-X West Point Zoning District have been approved pursuant to the provisions of Section 13.19.010 of the Code and are attached hereto as Exhibit D and incorporated by this reference. Developer shall develop the Property generally in accordance with the concept plan attached as Exhibit C and in compliance with the site-specific land uses allowed and the development standards as contained in Exhibit D. Additional details, layouts, elevations, landscaping, etc. will be drafted and submitted to the City for its approvals. An update final unit count not to exceed 900 residential units, amount and type of commercial and ancillary uses will be included in the updated Design Guideline and Exhibits. Those items will be incorporated into an updated Design Guidelines document and addendums that will include all elements set forth in 13.19.010.F of the Code as contemplated in Section 6 below.

5. Approval Process for Development Applications. The City shall process applications for development of the Project in accordance with the provisions of the Code. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it of the obligation to comply with all of the applicable requirements for approval of preliminary and final subdivision plats, or preliminary and final site plans, as applicable, for the proposed development

of the Project consistent with the terms and conditions of this Agreement and the applicable provisions of the Code.

6. Phasing. Developer may develop the Project in several phases as market conditions dictate as long as each phase provides for the logical extension of infrastructure and utilities as approved by the City and in compliance with the terms of this Agreement and the applicable provisions of the Code. All phasing decisions for the Project shall constitute minor modifications. A preliminary phasing plan for the Property is attached hereto and incorporated by this reference as Exhibit E. Developer agrees to proceed with construction of the Property with reasonable diligence consistent with Exhibit E. The Parties recognize that the Project, this Agreement, and other related documents have been expedited on an accelerated timeframe. This Agreement will require subsequent amendments and exhibits for additional approvals. Specifically, this Agreement, rezone, and ordinance contemplate the items articulated in Section 13.19.010 A-E of the Code that includes general designs, guidelines, density, and parking. A future Amendment to this Agreement shall define the final density, elevation, architecture, landscaping, open space and other items as set for in Section 13.19.010. F of the Code. Notwithstanding the forgoing, the City shall make every reasonable effort to expedite approvals pursuant to Section 3.2 above.

7. Payment of Fees.

7.1. Development Application and Review Fees. Developer shall pay to the City all of the fees, including, but not limited to, application fees, impact fees and connection fees for review and approval of development of any and all phases of the Project in the amounts set forth in the City's Consolidated Fee Schedule, a copy of which is attached as Exhibit E and incorporated by this reference. Pursuant to the provisions of §3.16.080 of the Code, the City Council hereby makes a determination that there is a prevailing public interest in allowing deferral of the payment of fees for final subdivision and final site plan approval on a phase-by-phase basis for the Project.

7.2. Other Fees. The City may charge other fees in existence as of the date of this Agreement, including, without limitation, standard building permit review, and inspection fees for improvements to be constructed on improved parcels that are generally applicable to other developments within the City. The Project shall not be subject to new fees and charges imposed by the City after the date of this Agreement.

7.3. Reservation of Right to Challenge Fees. Notwithstanding any provision of this Agreement, the Developer does not waive Developer's rights under any applicable law to challenge the reasonableness or legality of the amount or imposition of any fees.

8. Vested Rights.

8.1. Vested Rights. Developer shall have the vested right to have preliminary and final subdivision plats, or preliminary and final site plans, as applicable, approved and to develop and construct the Project in accordance with and subject to compliance with the terms and conditions of this Agreement, the SSD-X West Point Zoning District and other applicable provisions of the Code as of the Effective Date. Pursuant to the provisions of §13.19.010(H) of the Code, if no substantial construction has been initiated as part of the Project within two (2) years of the date of

this Agreement plus any period of force majeure, the City may consider rezoning the property to revert back to the zoning districts that existed prior to the approval of the SSD-X West Point Zoning District. To the extent that there is any conflict between the text portion of this Agreement and the Exhibits, the more specific language or description, as the case may be, shall control. Where any conflict or ambiguity exists between the provisions of the Code and this Agreement (including the Exhibits to this Agreement), this Agreement shall govern. Notwithstanding the foregoing, the rights vested as provided in this Agreement are not exempt from the application of the Code and to subsequently enacted ordinances to the extent, but only to that extent, that failure to apply such subsequently enacted ordinance would impair the City's reserved legislative powers in Section 8.2.

8.2. Reserved Legislative Powers. The Parties acknowledge that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City those police powers that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify any development standards that are applicable to the Project under the terms of this Agreement based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine of the State of Utah. Any such proposed legislative changes shall be of general application to all development activity in the City; and, unless the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

9. Infrastructure and the Provision of Municipal Services.

9.1. Construction of Necessary Infrastructure to Service the Project. Except as otherwise specifically identified as a City responsibility in Exhibit F, which is attached hereto and incorporated by this reference (which the City specifically agrees to construct or cause to be constructed at no cost to Developer), Developer shall have the obligation to construct or cause to be constructed and installed all of the public or private infrastructure, including, but not limited to, roads and utilities, which are located on and necessary to service any portion of the Property, as applicable, as part of the Project, which are the subject of an application for development approval, and any off-site improvements necessary to connect to existing utilities.

9.2. Third Party Service Providers. The Parties understand and acknowledge that the City will only be the service provider of the roads and storm drainage facilities to service the Project. Developer shall be responsible to obtain the approval and incur the costs of constructing any off-site and on-site infrastructure and improvements from third party service providers including, but not limited to, Rocky Mountain Power, Questar Gas and the Taylorsville-Bennion Improvement District that are necessary to service any portion of the Property, as applicable, as part of the Project. The City shall reasonably cooperate, as necessary, in seeking approval and permits from third party service providers.

9.3. Maintenance of Private Roads and Improvements. Developer shall have the duty to maintain all private roads and areas designated as such on subdivision plats that are located within that portion of the Project constructed on the Property, if any.

9.4. City Provided Services. The City agrees that it shall make available to the Project (subject to completion of the Developer's construction of the improvements Developer is required to construct hereunder, and where applicable, application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates) storm water facilities, as well as garbage collection on public streets for residential properties and related services provided by the City to its citizens generally.

9.5. Mechanisms for Financing and Reimbursement of Public Improvements. The City shall actively work with Taylorsville-Bennion Improvement District to ensure that water and sewer service are available to the Project on a timely basis by designing, constructing, and funding the necessary upgrades. In addition, either by separate agreement or letter, the City agrees that it shall cause the RDA to certify its financial commitments to the Project. Furthermore, on the request of Developer, the City may consider the use of impact fees, pioneering agreements, special improvement districts, special service districts, and other similar project-related public procedures and institutions for contemporaneously financing or reimbursing Developer for costs of the construction, improvement, or acquisition of infrastructure, facilities, lands, and improvements to serve the City that constitute system improvements, whether located within or outside the Property. The City may also consider the possibility of combining methods of reimbursement. For example, a pioneering agreement pursuant to which a Developer is reimbursed by adjoining landowners or through the collection of impact fees for improvements benefitting such adjoining landowners, but that is back-stopped, in the event such landowners do not develop in the near future, by a reimbursement agreement with the City that is funded by tax increment generated within the City; provided, however, that in no event shall Developer be entitled to receive duplicative reimbursement.

9.6. Public Infrastructure District. The City and Developer specifically agree and acknowledge that Developer shall be entitled to seek the creation of a Public Infrastructure Districts permitted pursuant to Utah statutes, particularly Chapter 2a, Part 12 of the Public Infrastructure District Act, (the "PID Act") as determined by Developer, in order to implement and facilitate the financing, construction and operation of public infrastructure for the Property. Subject to the provisions of the PID Act, the City and Developer agree to continuing cooperation in connection with the formation and operation of Public Infrastructure Districts in order to accommodate development circumstances, to fund, construct and/or provide public facilities and services set forth in this Agreement or otherwise required in connection with the development of the Property, including but not limited to streets, water, sewer and drainage, within or otherwise serving all or a portion of the Property. The City agrees that it will exercise any rights reserved to the City under the PID Act in connection with the establishment or operation of any Public Infrastructure District for the Property in accordance with the requirements of the PID Act, or any portion thereof. The City agrees that any obligation set forth in this Agreement for the financing and construction of public improvements which are required to serve the Property, which will be owned by the City, a Public Infrastructure District or other limited purpose governmental entity may be undertaken, performed and completed by a Public

Infrastructure District, subject to the requirements of the PID Act and the approval of the City consistent therewith. Any Public Infrastructure District created for the Property, or any portion thereof, shall not create any financial liabilities for the City.

10. Term of Agreement. The term of this Agreement (the "Term") shall be for a period of fifteen (15) years following the date of its execution by all Parties, unless it is terminated earlier or its Term is modified by written amendment to this Agreement, but the terms of this Agreement shall continue to be effective as to applications that have been submitted and development that has occurred within the Project notwithstanding the termination of this Agreement. Developer shall have the right to renew the Term with respect to the Project for five (5) additional years if it has made significant progress in developing the Project.

11. Successors and Assigns.

11.1. Binding Effect. This Agreement shall be binding upon the Parties and their respective successors and assigns in so far as it pertains to the ownership or development of any portion of the Property and the Project.

11.2. Assignment. Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Under this Agreement, the rights with respect to the Property may be separately assigned to different persons or entities subject to approval by the City as set forth herein. Any such request for assignment may be made by letter addressed to the City as provided herein and the prior written consent of the City may also be evidenced by letter from the City to Developer or its successors or assigns.

12. Default.

12.1. Notice. If Developer or the City fail 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 as provided herein. If the City believes that the default has been committed by Developer, then the City shall also provide a courtesy copy of the notice to Developer.

12.2. Contents of the Notice of Default. The Notice of Default shall:

12.2.1. Claim of Default. Specify the claimed event of default;

12.2.2. 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;

12.2.3. Specify Materiality. Identify why the default is claimed to be material; and

12.2.4. Optional Proposed Cure. 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.

12.3. Meet and Confer. Upon the issuance of a Notice of Default, the Parties shall meet within ten (10) business days and confer in an attempt to resolve the issues that are the subject matter of the Notice of Default.

12.4. Remedies. If, after meeting and conferring, the Parties are not able to resolve the default, then the Parties may have the following remedies:

12.4.1. Legal Remedies. The rights and remedies available at law and in equity, including, but not limited to injunctive relief, specific performance and termination, but not including damages or attorney's fees.

12.4.2. Enforcement of Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular default.

12.4.3. Withholding Further Development Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project on those properties owned by the defaulting party.

12.5. Public Meeting. Before any remedy in Section 12.4 may be imposed by the City, the party allegedly in default shall be afforded the right to attend a public meeting before the Council and address the Council regarding the claimed default.

12.6. Emergency Defaults. Anything in this Agreement notwithstanding, if the Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 12.4 without meeting the requirements of Section 12.5. The City shall give Notice to Developer and/or any applicable successor or assign of any public meeting at which an emergency default is to be considered and the allegedly defaulting party shall be allowed to address the Council at that meeting regarding the claimed emergency default.

12.7. Extended Cure Period. If any default cannot be reasonably cured within sixty (60) days then such cure period may be extended as needed, by agreement of the Parties for good cause shown, so long as the defaulting party is pursuing a cure with reasonable diligence.

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

12.9. Force Majeure. All time periods imposed or permitted pursuant to this Agreement shall automatically be extended and tolled for: (a) period of any and all moratoria imposed by the City or other governmental authorities in any respect that materially affects the development of the Project; or (b) by events reasonably beyond the control of Developer including, without limitation, inclement weather, war, strikes, unavailability of materials at commercially reasonable

prices, pandemics and acts of God, but which does not include financial condition of the Developer or its successors.

13. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended or if mailed be by certified mail, return receipt requested, postage prepaid to such Party at its address shown below:

To the Thackeray Company:

The Thackeray Company, L.C.
Attn: John Thackeray
1165 East Wilmington Avenue, Suite 275
Salt Lake City, Utah 84106

With a copy to:

Parr Brown Gee & Loveless
Attn: Robert A. McConnell
101 South 200 East, Suite 700
Salt Lake City, Utah 84111

To the City of Taylorsville:

Taylorsville City
Attn: John Taylor, City Administrator
2600 West Taylorsville Blvd.
Taylorsville, Utah 84129

With a copy to:

Taylorsville City Attorney's Office
Attn: Tracy S. Cowdell
2600 West Taylorsville Blvd.
Taylorsville, Utah 84129

Any Party may change its address or notice by giving written notice to the other Parties in accordance with the provisions of this Section.

GENERAL TERMS AND CONDITIONS

1. Agreement to Run with the Land. This Agreement shall be recorded in the Office of the Salt Lake County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on all successors in the ownership and development of any portion of the Property. This Agreement shall not be recorded before Developer purchases the Property.

2. **Entire Agreement.** This Agreement, together with the Exhibits hereto, integrates and constitutes all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.

3. **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.

4. **Non-Liability of City Officials or Employees.** No officer, representative, agent, or employee of the City shall be personally liable to Developer, or any successor-in-interest or assignee of Developer, in the event of any default or breach by the City or for any amount which may become due to Developer, or its successors or assignees, for any obligation arising out of the terms of this Agreement.

5. **No Third-Party Rights.** The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the City and Developer. The City and Developer alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.

6. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

7. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

8. **Survival.** All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

9. **Public Information.** The Parties understand and agree that all documents related to this agreement will be public documents, as provided in UTAH CODE ANN. § 63G-2-101, *et seq.*

10. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

11. **Counterparts.** This Agreement may be executed in multiple counter-parts which shall constitute one and the same document.

(Signatures begin on following page)

IN WITNESS WHEREOF, this Agreement has been executed by the City of Taylorsville, acting by and through the Taylorsville City Council, Salt Lake County, State of Utah, pursuant to Resolution No. ____ - ____ , authorizing such execution, and by a duly authorized representative of Developer as of the above-stated date.

CITY OF TAYLORSVILLE,
a Utah municipality and political subdivision of the State of Utah.

By: _____
Mayor Kristie S. Overson

ATTEST:

Jamie Brooks, Taylorsville City Recorder

APPROVED AS TO FORM:

Tracy Scott Cowdell, City Attorney

THE THACKERAY COMPANY, L.C.

By: _____
Its: _____

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

On the _____ day of May, 2021, personally appeared before me _____, who being duly sworn, did say that he is the _____ of The Thackeray Company, L.C., and that the foregoing instrument was signed in behalf of said company and said _____ duly acknowledged to me that he executed the same for the purposes therein stated.

NOTARY PUBLIC

My Commission Expires:

Exhibit A
To
Development Agreement

(Legal Description of Property)

Exhibit B
To
Development Agreement

(Legal Description of City Property)

Exhibit C
To
Development Agreement

(Concept Plan)

Exhibit D
To
Development Agreement

(Section 13.38.4.C of the SSD-X West Point Zoning District Land Use Regulations)

Exhibit E
To
Development Agreement

(Phasing Plan)

4851-4434-5571, v. 5