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PRE-ANNEXATION DEVELOPMENT AGREEMENT

THIS PRE-ANNEXATION DEVELOPMENT AGREEMENT (this "*Agreement*") is entered into as of _____, 2022 (the "*Effective Date*"), by and among the WILLARD CITY, a municipal corporation of the State of Utah (the "*City*") and WILLARD LAND COMPANY, LLC, a Utah limited liability company ("*Developer*"). The City and Developer may be referred to individually as a "*Party*" and collectively as the (the "*Parties*").

A. Developer owns or controls certain real property as more particularly described on *Exhibit A* attached hereto (the "*Property*"), which Property is currently located in Box Elder County.

B. Subject to the terms and conditions of this Agreement and the Willard City Land Use and Zoning Ordinances, specifically, the Master Planned Community Zone Ordinance, Developer desires to develop the Property for a residential development generally in accordance with concept plan attached hereto as *Exhibit B* (the "*Concept Plan*"), including all future improvements to be located therein (the Property together with all such improvements is referred to as the "*Project*"). Accordingly, City requires and Developer shall submit to the City all plats, plans, preliminary site plan, reports and other documents required for the approval of any phase final plat according to the City's outlined policies, procedures, and ordinances including any specifications and standards incorporated therein unless specifically provided otherwise in this Agreement.

C. In connection with the development of the Project, Developer further desires to seek the annexation of the Property into the City pursuant to Utah Code Ann. § 10-2-4 *et seq.*

D. The City and Developer recognize that the annexation of the Property and development of the Project may result in tangible benefits to the City through the stimulation of development in the City, including a possible increase of the City's tax base, increased connection fees for City's sewer system and other municipal utilities, and the development of amenities that may enhance further economic development efforts in the vicinity of the Property, and the Parties are therefore willing to enter into this Agreement, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

1. *Purpose of Agreement.* The purpose of this Agreement is to reduce to writing the understanding of the Parties with regard to the proposed annexation and development of the Project. It is the desire of the respective Parties that development of the Project proceed in such a manner as to benefit the residents of the City as well as Developer. This Agreement contains certain requirements for design and development of the Project in addition to those contained in the ordinances, rules and regulations of the City governing the development of real property within the City as of the Effective Date (the "*Ordinances*").

2. *Description of the Project; Zoning.* Provided and contingent upon the City's approval of annexation of the Property pursuant to Section 19(a) herein, the City agrees to zone the Property under the City's Master Planned Community Zone codified in Willard City Zoning

Ordinance Chapter 12. (the "*Master Planned Community Zone*") and to allow the Project to be developed substantially in accordance with the preliminary site plan and Concept Plan subject to the City's approval, in accordance with the City's zoning ordinances, of Developer's Final Project Plans as defined below. Provided that the Property is annexed into the City pursuant to Section 19 herein, the Developer will develop the Property as a residential Master Planned Community in accordance with the applicable Willard City Zoning Ordinances, preliminary site plan, the Final Project Plans and this Agreement. Nothing in this Agreement is intended to limit or restrict the legislative power of the City to approve or deny annexation of the Property or to review, approve and/or deny the Final Project Plans (as defined below) prior to the annexation of the Property.

3. *Final Project Plans and Building Permit.*

(a) Final Project Plans. Prior to annexation, Developer will submit an annexation application, a preliminary site plan, Concept Plan and the preliminary plans for the Project (the "*Preliminary Project Plans*") in form and detail acceptable to the City as provided in Section 19. Prior to the approval by the City of any phase of the Project, Developer shall submit final project plans for such phase (the "*Final Project Plans*"), together with all other documentation, applications and submissions required and deemed necessary by the City for compliance of such phase of the Project with the Willard City Zoning and Land Use Ordinances and the Master Planned Community Zone Ordinance. Final Project Plans for each phase of the Project shall include all improvements required by this Agreement, the Ordinances and construction standards of the City, including setbacks, infrastructure, utilities, landscaping, open space, easements, grading, drainage, fences, sound barriers and architectural design as necessary under the City Ordinances to obtain City approval. In the event that the City rejects or requests modifications to any portion of the Final Project Plans, Developer shall cause new or corrected Final Project Plans to be prepared and submitted to the City. All portions of the Project must be developed in accordance with the Master Planned Community Zone Ordinance, the approved Final Project Plans, the City Ordinances, the construction standards of the City and those specific approvals that Developer may request and the City may hereafter approve. No material amendments or modifications to the Final Project Plans shall be made by Developer without the prior written approval of the City. The term "material amendment or modification" shall not include, for example, minor survey adjustments to the locations of lot lines, utilities and public improvements or the substitution of landscaping products for similar products, but shall include changes in Project access, changes in lot size, changes that would not be permitted under the City's Ordinances or building codes, and changes in the size, general location and specifications of utilities, road and public improvements.

(b) Building Permits. For each phase of the Project, Developer shall provide all documents and information necessary for the issuance of a building permit by the City for infrastructure improvements, including specific construction plans and specifications for all required Project improvements, engineering plans, construction financing documentation, surety bond, general contractor agreements, budget, evidences of insurance, construction schedule, and similar matters, shall be submitted by Developer. Prior to the issuance of building permits for homes or other vertical construction, Developer shall also provide evidence that all individual lots within the final plat for each phase of the Project have been staked by a licensed surveyor, the public water lines, secondary water lines and stubs to each lot, charged fire hydrants, sanitary sewer lines and stubs to each lot, installation of secondary water lines and fiber optic conduit (by Developer or the applicable provider), street lights and public streets (including all weather access,

curb, gutter, and pavement with at least the base course completed), certifying such structures have been completed and accepted by the City. Developer shall also either (i) provide evidence to the City of an agreement with a secondary water provider to supply outside irrigation water to each lot in such phase or (ii) in the alternative, Developer shall transfer water rights to the City for use for outside irrigation needs at a rate of 1.87 acre/feet of water per acre multiplied by the total acreage of platted lots for such phase, or pay the City the reasonably equivalent value of such water rights. Upon acceptance of the foregoing, the City agrees to issue a building permit for the Project no later than four (4) weeks thereafter.

(c) Certificate of Occupancy. No Certificates of Occupancy shall be issued by the City for any structure within the applicable phase of the Project until water, sewer, and gas lines to the structure are installed and functional, street signs are installed, and all electric lines are installed and functional.

(d) Compliance with City Building Inspector, City Engineer, and City Public Works Director. The Developer hereby agrees that it will require its contractors and subcontractors to cooperate with the City's Building Inspector, City Engineer, or City Public Works Director.

4. *Phased Development of the Project*. The Project will be developed in phases as shown on the Final Project Plans. Phasing of the Project shall take into account and be accomplished so as to ensure continuity and orderly development of the Project, coordination in connection with the installation of infrastructure improvements, future road and utility capacity needs, availability of access to all portions of the Project and related considerations. The phasing of the Project shall be determined by Developer, subject to approval of the City.

5. *Time Limitation for Improvements*. All water lines, including secondary water, sanitary sewer collection lines, storm water lines and facilities, fiber optic conduit, streets, curbs, gutters, sidewalks, streetlights, and trails shall be installed as shown on the final plat of each phase of the Project, and in compliance with the standards and specifications of the City in effect at the time of approval of the final plat of such phase. After two (2) years from the date of approval of each phase, at the City's sole discretion, any development improvements that have not been completed by Developer, may be completed by the City by using any guaranty bond money to complete the development improvements.

6. *Public Utilities*. Developer shall pay for the construction and installation of all such utilities within the Project, including all municipal water and sewage services to the Property ("*City Utilities*") and all electrical lines, natural gas lines, telecommunication and cable television lines, and so forth ("*Third-Party Utilities*"). The City agrees to allow Developer to connect the Project to the City's municipal water systems and sewer lines in conformance with applicable design, construction and engineering standards and requirements and to provide City Utility services to the Property with sufficient capacity to service the Project. Subject to the approval of the City Engineer, the Final Project Plans shall include a culinary water system constructed at Developer's expense that is looped through Project and back to the City's culinary system as provided in the Water Line Development and Reimbursement Agreement in the form attached hereto as *Exhibit C* (the "*Water Line Agreement*"). Following and contingent upon annexation, Developer agrees to convey and assign to the City water rights owned by Developer in the amounts and at the times shown in the Water Line Agreement. Developer shall dedicate land or otherwise provide easements, as necessary and as long as required by the City, to connect to said City's municipal water systems and sewer lines. Developer shall be responsible for complying with all applicable

City, state, and federal laws, regulations, and rules with respect to all on-site infrastructure, public facilities and utilities installed to service the Property, including all Third-Party Utilities. The City agrees to use reasonable efforts to assist Developer in the procurement and installation of Third-Party Utilities for the Project.

7. *Sewer Connection.* The City owns and operates a sewage collection system and is a party to an interlocal agreement for the operation of a sewage treatment plant and related facilities (the "*Treatment Facilities*"), including a sewage lift station (the "*Lift Station*") which services residential and commercial property within the City. In connection with the development of the Project, Developer and certain other parties shall pay for the construction of the sewer line servicing the Project, together with certain future upgrades to the Lift Station, in accordance with the Sewer Development and Reimbursement Agreement in the form attached hereto as *Exhibit D* (the "*Sewer Agreement*"). The Sewer Agreement provides, among other things, for the reimbursement to the Developer and certain other parties from sewer connection fees of certain costs of sewer improvements on the Property, as well as certain offsite improvements to the City's sewer system and the Lift Station. In the event that Developer is required by the City or otherwise to "oversize" any City Utility facilities or lines to accommodate impacts greater than those generated by the Project, the City shall require any party (whether or not a party to this Agreement) that benefits from such oversized facilities or lines to compensate such Developer for the costs of such oversizing on terms substantial similar to the Sewer Agreement.

8. *Open Space.*

(a) Property Included in Open Space. The Project will include open space as shown on the approved Final Project Plans (the "*Open Space*"). The Open Space may include (i) the Transit Right-of Way (as defined below) and (ii) certain portions of the Property dedicated to the City, including active and passive recreational areas, pedestrian and bicycle trails, neighborhood parks, wildlife habitat areas, and maintained natural or landscaped areas (including stormwater management and recreation areas), wetlands and other areas, as approved by the City, which approval shall not be unreasonably withheld.

(b) City Dedications. As part of the Open Space, Developer shall irrevocably agree to convey, dedicate, and/or donate to the City, at no cost to the City, and the City agrees to accept and receive, at no cost to the City, a minimum of 28.45 acres of the Property (representing twenty percent (20%) of the total gross acreage of the Property) as City-owned open space as shown on the Final Project Plans ("*Dedicated Open Space*"). Developer has the option to pay to the City a fee in lieu of Open Space in the amount of \$42,524 per acre of Open Space. Such fee may be paid in cash, or in the form of public improvements not otherwise required under this Agreement and acceptable to the City and shall be paid 50% upon the recording of the plat for the first phase of the Project and 50% upon the recording of the plat for the second phase of the Project. Provided that the City approves a park as part of the Open Space, the costs to construct the park improvements, including but not limited to grading and site preparation, parking areas, sidewalks, irrigation, turf grass, trees, etc. will be applied towards Developer's fee in lieu contribution for the Open Space requirements. As part of the Final Project Plans, Developer agrees to submit an Open Space Plan to the City for its review and approval in connection with the Final Project Plans. The Open Space Plan shall include not only those areas intended to be conveyed to the City for Dedicated Open Space, but also all anticipated improvements on Dedicated Open Space and a timetable for construction of such improvements and the conveyance of the improved Dedicated

Open Space to the City. The landscaping for the park areas at the time of dedication to the City shall be grass, forty 2" caliper trees and an automatic irrigation system. The Parties acknowledge and agree that some flexibility shall be allowed to shift the final location of Open Space from that depicted on the Open Space Plan to conform to the final design and engineering plans for the Project.

(c) Completion of Dedicated Open Space. After the date of completion of construction, inspection, acceptance and conveyance of any amenities or other required improvements for Dedicated Open Space, the City shall be responsible for maintenance of Dedicated Open Space areas and any improvements thereto.

9. *Roads.* Developer agrees to improve, dedicate and convey to the City, at no charge to City, such land and rights-of-way (including temporary construction easements) as necessary for all roads, sidewalks, and curbs/gutters located on the Property ("*Roads*"). Developer shall exercise due diligence and be responsible for assuring that the Roads within the development are in harmony with and conform to the City's Master Road Plan. Developer acknowledges and agrees that it shall be responsible for financing and construction of Roads within the Property of an adequate size to handle traffic generated by the Project as reasonably determined by the City Engineer and in conformance with the City Ordinances. The final design and configuration of the Roads shall be subject to approval by the City and Developer as part of the Final Project Plans. Upon satisfactory completion of construction, inspection, and acceptance by the City of any Roads that are constructed by Developer, such Roads shall be transferred to the City.

10. *Storm Water Detention.* Developer acknowledges and agrees that it shall be responsible for the financing and construction of storm water detention facilities of an adequate size to handle on-site storm water runoff generated by the Project. To the extent that storm water detention facilities are required by the City to be sized to accommodate storm water runoff generated off-site, the City agrees to pay for the additional costs necessary to create sufficient excess capacity to handle storm water runoff generated off-site. The final design and configuration of the detention facilities shall be subject to approval by the City, Box Elder County/Willard Flood Control Board, and Developer as part of the Final Project Plans. The storm water detention facilities shall be dedicated and transferred to the City upon completion.

11. *Transit Right-of Way.* Developer is currently in negotiations with various governmental and quasi-governmental agencies, including the Utah Division of Water Resources and the Utah Transit Authority, regarding the purchase from Developer of a 60-foot to 66-foot wide corridor east of the UIC-Bamberger right-of-way (the "*Transit Right-of-Way*"), all or a portion of which is located on the Property. To the extent that Developer provides an easement or conveyance of property for public pedestrian and/or bicycle traffic on the Transit Right-of Way, the City agrees that such portion of the Property shall be included in Open Space. The Transit Right-of-Way Agreement shall also provide for the running or piping of Project storm water over or under the Transit Right-of Way and under I-15 as shown on the Final Plans.

12. *City and Other Governmental Permits.* The City shall (a) promptly review, consider and execute all consents, submittals or other documents as may be required in connection with the approved Final Project Plans; (b) have a representative available to attend all appropriate meetings with respect to Developer's activities under this Agreement, provided adequate notice is given to the City; and (c) promptly meet and consider such actions as required by Utah Municipal Code, applicable Ordinances and the Utah Open Meetings Act to provide all appropriate consents,

approvals and opinions as requested by Developer from time to time. Before commencement of construction or development of any improvements on the Property, Developer shall, at its expense, and subject to the terms of the Sewer Agreement and the Water Line Agreement, secure any and all permits which may be required by any other governmental or quasi-governmental agency having jurisdiction over the work or affected by its construction or development. The City shall cooperate with Developer and contractors working on the Project in their endeavors to obtain any other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Property or portions thereof (such as, by way of example, public utilities or utility districts or agencies) and, at the request of Developer, in the execution of such permit applications and agreements as may be required to be entered into with such other agencies, which request shall not be unreasonably denied.

13. *Developer Easements and Restrictive Covenants.* Developer covenants and agrees that, prior to the closing of Developer's construction loan for the Project, Developer shall, as part of its development of the Project and/or for the benefit of the City, perform or cause to be performed the following:

(a) Record restrictive covenants on the Project as provided in the Final Project Plans, in form and content reasonably satisfactory to the City.

(b) Record any easement on the Project as provided in the Final Project Plans, in form and content reasonably satisfactory to the City, for all other public improvements and public utility easements.

Developer shall provide the City with a proposed form of each of the foregoing easements and restrictive covenants at least thirty (30) days prior to the submission of the Final Project Plans to the City. The City shall provide comments within ten (10) days of receipt of such proposed forms. The consent of the City to the forms of easement and restrictive covenants shall not be unreasonably withheld. The City acknowledges that the form of easements and covenants described in this Section will also be subject to the review and consent of the lender providing construction financing for the Project (the "Lender") and the City agrees that the City's consent to changes requested by the Lender will not be unreasonably withheld.

14. *City Easements.* The City covenants and agrees that, at the closing of Developer's construction loan for the Project, the City will execute and deliver to Developer easements as shown on the Final Project Plans. Developer shall provide the City with a proposed form of each of such easement at least thirty (30) days prior to the submission of the Final Project Plans. The City shall provide comments within ten (10) business days of receipt of such proposed forms. The consent of the City to the forms of easements shall not be unreasonably withheld. The City acknowledges that the form of easements described in this Section will also be subject to the review and consent of the Lender and the City agrees that the City's consent to changes requested by the Lender will not be unreasonably withheld.

15. *Construction Standards.* The Project shall be developed by Developer in accordance with the Ordinances, rules, regulations and development standards of the City and shall construct, or cause to be constructed, all improvements on Project in conformity with all applicable federal, state and local laws, ordinances, rules and regulations. "As built" drawings of infrastructure improvements shall be provided to the City without cost for the Project.

16. *Inspection and Approval by the City.* The City may, at its option, perform periodic inspections of Developer's records of the Project related to compliance with this Agreement and the Final Project Plans, and of the public improvements being installed and constructed by Developer or Developer's contractors and hold preconstruction meetings with Developer and such contractors. Developer shall warrant the materials and workmanship of all public improvements installed in the Project for a period of twelve (12) months from and after the date of final inspection and approval by the City of the public improvements.

17. *Repair or Replacement of Damaged Improvements.* Developer agrees that all improvements for the Project shall be constructed in coordination with other City improvements that are required to provide necessary access and municipal services to the Project. Developer shall repair or replace any improvements constructed by other contractors or by the City that are damaged as a result of Developer's construction of the Project.

18. *Impact and Other Fees and Taxes.* The Parties acknowledge and agree that Developer will be providing certain infrastructure and facilities necessary to service the proposed Project that might otherwise be financed by the City with impact fees or by other means. These include, for example, culinary water and sewer improvements, the costs of which will be reimbursable from applicable connection fees under separate agreements. To the extent that the Developer finances other infrastructure improvements, the Developer and the City will mutually agree on appropriate reimbursement from connection fees related to such improvements substantially similar to the terms of the Sewer Agreement. The Property shall not be subject to or assessed any special assessment or utility fees until the applicable portions of the Project have been platted for development. The City agrees to allow continued use of any portion of the Property for agricultural purposes prior to non-agricultural development and to not take a position with Box Elder County adverse to the Developer on the continued greenbelt exemption for ad valorem tax purposes of such Property.

19. *Annexation.* Developer has submitted to the City the Annexation Request attached hereto as *Exhibit E* (the "*Annexation Request*"). The City and Developer agree that City shall not take any action to approve the Annexation Request until the following conditions have been fulfilled (in no particular order):

(a) the City shall have approved the Preliminary Project Plans and Developer has vested rights in the development of the Project in accordance with such Preliminary Project Plans and this Agreement, subject to the City's approval of Final Project Plans pursuant to Section 3;

(b) Developer shall have agreed to final terms of easements or conveyances for the Transit Right-of-Way;

(c) Developer and the City shall have entered into a final Sewer Agreement;

(d) Developer and the City shall have entered into a final Water Line Agreement;

(e) Developer shall have reached agreement with all other Third-Party Utilities in connection with the Project, including secondary water for irrigation; and

(f) Developer shall have received financing acceptable to Developer for the construction of all infrastructure and improvements required by the Final Project Plans.

Nothing in this Agreement shall (i) prohibit the City from denying the Annexation Request or the City's ability to deny approval of the submitted Final Project Plans; or (ii) prohibit Developer from withdrawing the Annexation Request at any time that Developer determines not to move forward with the Project in accordance the Concept Plan and this Agreement.

20. *Other Requirements.* All City ordinances and standards currently in effect at the time this Agreement is executed not expressly altered by this Agreement shall govern the development of the Property. Following and contingent upon annexation, Developer agrees to convey and assign to the City water rights owned by Developer in the amounts and at the times shown in the Water Line Agreement.

21. *Name Designation of MPC Zone.* Upon execution of this Agreement and approval of all requirements under the City's MPC Zone Ordinance, this development, and its accompanying property, shall be zoned as an MPC Zone and designated and known as "MPC Willard Land."

22. *Indemnification.* Developer hereby agrees to indemnify and hold the City and its officers, employees, agents and representatives harmless from all liability, loss, damage, costs or expenses including attorneys' fees and court costs arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which shall occur within the Property, or occur in connection with any off-site work done for or in connection with the Project, and which shall be caused by any acts done thereon by, or error or omission of, Developer or its agents, servants, employees or contractors. During any period when Developer or its agents, servants, employees or contractors are performing any work related to the Project, Developer shall furnish, or cause to be furnished, to the City a satisfactory certificate of insurance from a reputable insurance company, evidencing general public liability coverage for the Project in a single limit of a minimum of two million dollars (\$2,000,000) and naming the City as an additional insured.

23. *Mortgagee Protections.* The City's rights pursuant this Agreement are expressly made subject and subordinate to the first priority lien of the Lender or its successor and assigns. The City will provide the Lender with thirty (30) days prior written notice of the City's intent to declare a default by Developer. Although otherwise effective with respect to Developer, no notice delivered to Developer shall affect any rights or remedies of the Lender unless a copy of such notice has been delivered to such Lender in accordance with the immediately preceding sentence. The Lender shall have the right to cure any default of Developer under this Agreement. The City will not unreasonably withhold its consent to provide such other assurance and protections to the Lender by means of an amendment to this Section or by separate agreement. Except for the subordination provided in this Section, in the event of a foreclosure by the Lender, this Agreement shall be binding on the Lender and its assigns, and any purchaser of the Property at foreclosure. The City will agree to allow the Lender to take a collateral security interest in this Agreement and, in the event of a default by Developer to the Lender, to allow the Lender, or a purchaser in foreclosure of the Lender's lien, to assume the obligations of this Agreement and to complete the Project pursuant hereto; provided that any such foreclosure purchaser has reasonably demonstrated that it has the development experience and financial ability to complete the Project in accordance with the terms of this Agreement. In the event of an assumption of this Agreement as permitted by this Section, the City agrees to perform its obligations under this Agreement to the Lender or to such purchaser and to make necessary extensions of deadlines under this Agreement.

24. *Default.* Neither Party shall be in default under this Agreement unless such Party fails to perform an obligation required under this Agreement or cure a breach under this Agreement within thirty (30) days after written notice is given to the defaulting Party by the other Party, reasonably setting forth the respects in which the defaulting Party has failed to perform such obligation or cure such breach. If the nature of the defaulting Party's obligation or breach is such that more than thirty (30) days are reasonably required for performance or cure, the defaulting Party shall not be in default if such Party commences performance or cure within such thirty (30) day period (or, if such commencement is impossible due to a Force Majeure (defined below), commences performance or cure when such Force Majeure terminates) and after such commencement diligently prosecutes the same to completion.

25. *Notices.* All notices and other communications under this Agreement shall be in writing and shall be deemed duly given when personally delivered, or one day after sent by a reputable national overnight courier service to the address set forth below, or three (3) days after mailing if sent by registered or certified mail, return receipt requested, first class, postage prepaid to the address shown below, or when sent by e-mail at the e-mail address shown below provided that such e-mail is sent during the normal business hours of the party to whom it was sent, and electronic confirmation of the successful transmission of such e-mail is obtained:

If to the City, to:

Willard City
80 West 50 South
P.O. Box 593
Willard, Utah 84340
Attn: City Manager
Email: cdavis@willardcity.com

With copy to:

Mann, Hadfield & Thorne
98 North Main Street
Brigham City, Utah 84302
Attn: Colt Mund
Email: colt@mht-law.com

If to Developer, to:

Willard Land Company, LLC
1688 Canyon Circle
Farmington, Utah 84025
Attn: Lew Swain
Email: hlswain@gmail.com

With a copy to:

Bennett Tueller Johnson & Deere, P.C.
3165 E. Millrock Dr., Suite 500
Salt Lake City, Utah 84121
Attn: Stephen M. Tumblin
Email: tumblin@btjd.com

or such other address or addresses as a Party may hereafter designate.

26. *Agreement to Run with the Land; Priority.* This Agreement shall be recorded in the office of the Box Elder 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 and assigns of Developer in the ownership or development of any portion of the Project, senior to any debt security instruments encumbering the Property except as provided in Section 23. The benefits of this Agreement shall inure to successors-in-interest and/or subsequent owners of the Property only if the Agreement is transferred or assigned in accordance with the provisions of Section 23 above or Section 30 below.

27. *Conveyances.* All dedications and conveyances of property to the City, as contemplated herein, shall be made by special warranty deed, free and clear of all financial liens and encumbrances, such as mortgages, deeds of trust, mechanic or materialmen's liens, but otherwise subject to all matters of record except as the Parties may otherwise reasonably agree.

28. *Governing Law; Attorneys' Fees.* This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the laws of the State of Utah. In the event of default by any Party, or if any action is brought because of any breach of or to enforce or interpret any of the provisions of this Agreement, the Party prevailing in such action shall be entitled to recover from any defaulting Party reasonable attorneys' fees, costs and expenses incurred in enforcing, interpreting or terminating this Agreement. All City Ordinances and standards in effect as of the Effective Date and not expressly altered by this Agreement shall govern the development of the Property.

29. *Time.* Time is of the essence with respect to all time periods contained herein. Developer agrees that diligent and consistent work must be commenced on the proposed development in the Master Planned Community Zone within one (1) year of Developer's receipt of all governmental approvals and permits for the first phase of the Project. In the event Developer fails to show diligent and consistent work in completion of the development, City shall provide written notice of Developer's breach. Developer shall then have thirty (30) days to cure said breach. In the event Developer fails to cure said breach within the time period allowed, Development shall be in default under this Agreement and the City will have all remedies available to it at law or in equity.

30. *No Assignment Without the City's Written Consent.* The City is willing to enter into this Agreement because Developer has represented that it has the ability and experience to, and has committed to, develop the Project in accordance with the Concept Plan, the Master Planned Community Zone, this Agreement, the Ordinances and the Final Project Plans. Developer may not assign this Agreement or any of Developer's rights hereunder without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignee approved by the City shall consent to be bound by the terms of this Agreement as a condition of

the assignment. The City agrees that the City's consent to any such assignment may be granted by the City's Mayor and that the consent of the City Council or a public hearing process shall not be required. Any assignment consented to by the City shall not relieve Developer or transferee or successor of any obligations, conditions or restrictions set forth herein, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Property, except to the extent such terms are specifically set forth in a writing approved and executed by the City with the approval of their governing bodies. The Property must at all times be under single ownership or a single owner agent, provided that any phase of the Project for which Developer has completed all of its obligations under this Agreement with respect to such phase may be sold by Developer without restriction of this Section.

31. *Survival.* The covenants, agreements and obligations contained in Section 22 of this Agreement shall survive the termination of this Agreement.

32. *Interpretation; Exhibits.* The titles and headings contained herein are for convenience only and do not define, limit or construe the contents of this Agreement. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." All recitals and exhibits to this Agreement are incorporated herein by reference and are deemed an integral part of this Agreement.

33. *Entire Agreement; Counterparts.* This Agreement, together with the exhibits attached hereto, and all regulatory approvals given by the City for the Project, contain the entire Agreement of the Parties with respect to the subject matter hereof, and supersede any prior promises, representations, warranties, inducements or understandings between the Parties which are not contained in such agreements and regulatory approvals. This Agreement may be executed in multiple counterparts, which together shall constitute one and the same document.

34. *Relationship of Parties and No Third-Party Rights.* This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the Parties hereto nor create any rights or benefits to third parties.

35. *Amendments; Waivers.* This Agreement may only be amended, waived or enforced by the Parties hereto. 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. This Agreement may only be amended in a writing signed by all of the Parties hereto.

36. *Force Majeure.* The time within which actions must be completed under this Agreement shall be extended for a period of time equal to the period of any delay directly affecting construction that is caused by (i) fire, flood, war, earthquake or other acts of God, (ii) strikes, acts of public enemy, riot or insurrection, (iii) unanticipated environmental testing or remediation, (iv) governmental regulation of the sale or transportation of materials, supplies or labor, (v) unanticipated delays in obtaining Lender approvals due to bank lending policies affecting commercial or mixed-use construction projects generally, (vi) changes in applicable building codes or interpretations thereof or (vi) delays caused by the City in the reviewing and approving Developer submittals in excess of the City's normal practices (each a "*Force Majeure*"); provided, however, that Developer shall furnish the City with written notice evidencing any such delay within twenty (20) days from the occurrence of any such delay.

37. *Exemption of the City.* This Agreement shall not constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provisions requiring the City to levy ad valorem taxes nor a lien upon any properties of the City.

38. *Approval of Agreement.* The Parties hereby represent and warrant as follows:

(a) Developer certifies that the person executing this Agreement on behalf of Developer is duly authorized and fully empowered to execute the same for and on behalf of Developer;

(b) The City certifies that the execution and delivery hereof has been approved at a duly convened meeting of the City Council and the same is binding upon the City to the extent provided herein and enforceable against it in accordance with its terms.

[Signature pages follow]

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

DEVELOPER:

WILLARD LAND COMPANY, LLC, a Utah limited liability company

_____, Manager

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

On the ____ day of _____, 2022, personally appeared before me, _____, who being duly sworn, did say that he is the Manager of Willard Land Company, LLC, a Utah limited liability company, and that said instrument was duly authorized by the limited liability company and signed in behalf of said limited liability company.

Notary Public

[Signature Page to Pre-Annexation Development Agreement]

CITY:

WILLARD CITY, a political subdivision of the
State of Utah

By: _____
Its: _____

ATTEST:

Name

STATE OF UTAH)
):ss
COUNTY OF BOX ELDER)

On the ____ day of _____, 2022, personally appeared before me,
_____, who being by me duly sworn, did say that he is the Mayor
of Willard City, a municipal corporation, and that said instrument was signed in behalf of the City
by authority of its governing body and said Mayor acknowledged to me that the City executed the
same.

Notary Public

[Signature Page to Pre-Annexation Development Agreement]

EXHIBIT A

(Legal Description of the Property)

A PART OF THE SOUTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 8 NORTH, RANGE 2 WEST AND PART OF THE NORTHEAST QUARTER AND NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE NORTHEAST CORNER OF THE KEVIN COLE SUBDIVISION FILED AS ENTRY NO. 342604 IN THE FILES OF THE BOX ELDER COUNTY RECORDER, SAID POINT BEING LOCATED ON THE WEST RIGHT-OF-WAY LINE OF HIGHWAY 89 LOCATED 2005.78 FEET NORTH 88°03'03" WEST ALONG THE SOUTH LINE OF SAID SECTION 35 AND 167.19 NORTH 07°00'15" EAST FROM THE SOUTHEAST CORNER OF SAID SECTION 35;

RUNNING THENCE ALONG THE BOUNDARY LINE OF SAID KEVIN COLE SUBDIVISION THE FOLLOWING TWO (2) COURSES; (1) NORTH 87°52'29" WEST 149.60 FEET; AND (2) SOUTH 02°24'14" WEST 317.71 FEET TO THE NORTHEAST CORNER OF THE DIANNA COLE DYE PROPERTY, TAX ID. NO. 01-040-0226; THENCE ALONG THE BOUNDARY LINE OF SAID DYE PROPERTY THE FOLLOWING TWO COURSES: (1) NORTH 87°09'40" WEST 12.00 FEET; AND (2) SOUTH 03°06'20" WEST 187.86 FEET TO THE NORTH BOUNDARY LINE OF THE MICA ANN ZDUNICH PROPERTY, TAX ID. NO. 01-040-0031; THENCE ALONG THE BOUNDARY LINE OF SAID ZDUNICH PROPERTY THE FOLLOWING THREE COURSES; (1) NORTH 86°30'05" WEST 97.00 FEET; (2) SOUTH 02°42'19" WEST 32.49 FEET; AND (3) SOUTH 25°30'43" WEST 163.59 FEET TO THE NORTH BOUNDARY LINE OF THE FARMS IN SOUTH WILLARD PHASE 1, FILED AS ENTRY NO. 155362 IN THE FILES OF THE BOX ELDER COUNTY RECORDER; THENCE ALONG SAID NORTH BOUNDARY LINE AND THEN THE NORTH BOUNDARY LINE OF PETTINGILL ESTATES SUBDIVISION FILED AS ENTRY NO. 236125 IN THE FILES OF THE BOX ELDER COUNTY RECORDER NORTH 87°38'48" WEST 1937.28 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE ABANDONED U.I.C. RAILROAD; THENCE NORTH 02°48'02" EAST 2976.11 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF THE HARRY L. MCLEOD PROPERTY, TAX ID. NO. 02-055-0023; THENCE SOUTH 87°04'58" EAST 1986.66 FEET ALONG THE SOUTH BOUNDARY LINE OF SAID MCLEOD PROPERTY TO THE NORTHWEST CORNER OF THE DAVIS FAMILY SUBDIVISION, FILED AS ENTRY NO. 354349 IN THE FILES OF THE BOX ELDER COUNTY RECORDER; THENCE ALONG THE WEST BOUNDARY LINE OF SAID DAVIS FAMILY SUBDIVISION THE FOLLOWING TWO (2) COURSES: (1) SOUTH 02°02'24" WEST (SOUTH 00°38'50" WEST BY RECORD) 230.00 FEET; AND (2) SOUTH 18°12'24" WEST (SOUTH 16°48'50" WEST BY RECORD) 118.57 FEET TO THE NORTHWEST CORNER OF SHADY ACRES SUBDIVISION; THENCE ALONG THE BOUNDARY LINE OF SAID SHADY ACRES SUBDIVISION THE FOLLOWING TWO (2) COURSES; (1) SOUTH 24°16'54" WEST (SOUTH 23°53'20" WEST BY RECORD) 350.00 FEET; AND (2) SOUTH 87°23'58" EAST (SOUTH 87°47'32" EAST BY RECORD) 540.20 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 89; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES; (1) SOUTHERLY ALONG A NON-TANGENT CURVE TO THE RIGHT ON THE ARC OF A 2804.90 FOOT RADIUS CURVE, A DISTANCE OF 54.98 FEET, CHORD BEARS SOUTH 04°24'00" WEST 54.98 FEET, HAVING A CENTRAL ANGLE OF 01°07'23"; (2) SOUTHERLY TO THE RIGHT ON THE ARC OF A SPIRAL CURVE WHOSE LONG CHORD BEARS SOUTH 03°27'46" WEST 11.06 FEET TO THE NORTHEAST CORNER OF THE FORREST R. ROGERS PROPERTY, TAX ID. NO. 02-055-0102; THENCE NORTH 87°23'58" WEST 627.57 FEET ALONG THE NORTH BOUNDARY

LINE OF SAID ROGERS PROPERTY AND THEN TRACY NICHOLAS NELSON TTEE PROPERTY, TAX ID. NO. 02-055-0103; THENCE SOUTH $38^{\circ}17'12''$ WEST 157.88 FEET; THENCE SOUTH $07^{\circ}32'25''$ WEST 111.85 FEET TO THE SOUTH BOUNDARY LINE OF SAID NELSON PROPERTY; THENCE SOUTH $87^{\circ}21'30''$ EAST 712.83 FEET ALONG SAID SOUTH BOUNDARY LINE TO THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 89; THENCE SOUTH $07^{\circ}00'15''$ WEST 782.38 FEET ALONG SAID WEST BOUNDARY LINE TO THE NORTHEAST CORNER OF THE BLAINE E. ANDERSON PROPERTY, TAX ID. NO. 02-055-0066; THENCE ALONG THE BOUNDARY LINE OF SAID ANDERSON PROPERTY THE FOLLOWING FIVE (5) COURSES; (1) NORTH $86^{\circ}04'47''$ WEST 229.35 FEET; (2) SOUTH $07^{\circ}25'09''$ WEST 191.53 FEET; (3) SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT ON THE ARC OF A 283.00 FOOT RADIUS CURVE, A DISTANCE OF 66.14 FEET, CHORD BEARS SOUTH $53^{\circ}38'59''$ EAST 65.99 FEET, HAVING A CENTRAL ANGLE OF $13^{\circ}23'26''$; (4) IN A SOUTHEASTERLY DIRECTION OF A REVERSE TANGENT CURVE TO THE LEFT OF A 217.00 FOOT RADIUS CURVE, A DISTANCE OF 136.44 FEET, CHORD BEARS SOUTH $64^{\circ}58'01''$ EAST 134.20 FEET, HAVING A CENTRAL ANGLE OF $36^{\circ}01'30''$; AND (5) SOUTH $82^{\circ}58'46''$ EAST 45.27 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 89; THENCE SOUTH $07^{\circ}00'15''$ WEST 236.25 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. CONTAINING 142.87 ACRES.

EXHIBIT B
(*Concept Plan*)

EXHIBIT C

(Water Line Development and Reimbursement Agreement)

WATER LINE DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS WATER LINE DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "*Agreement*") is entered into as of _____, 2022 (the "*Effective Date*") by and between Willard City Corporation, a political subdivision of the State of Utah (the "*City*") and Willard Land Company, LLC, a Utah limited liability company and South Willard Development LLC, a Utah limited liability company (collectively, "*Developer*"). The City and Developer may be referred to individually as a "*Party*" and collectively as the "*Parties*."

RECITALS

A. WHEREAS, the Developer is wholly owned by certain owners ("*Owners*") of undeveloped real property located in Box Elder County, State of Utah, as depicted on Exhibit A attached hereto, and more particularly described in Exhibit B-1 and Exhibit B-2 attached hereto (the "*Parcels*").

B. WHEREAS, the Owners desire to develop the Parcels for residential homes and other permitted uses. Owners anticipate that such development will require a substantial, long-term commitment of capital and resources of Owners, as well as the integration of public facilities, in order for such development to be successful, including the servicing of the Parcels with municipal culinary water lines and other municipal culinary water infrastructure.

C. WHEREAS, the City is currently working with both the Utah Department of Transportation ("*UDOT*") and the Utah Transit Authority ("*UTA*") to obtain a Nonexclusive License Agreement ("*License*") with these state entities, whereby the UDOT and UTA would grant to the City a nonexclusive license across and under a 66-foot wide corridor commonly known as the UIC-Bamberger right-of-way (the "*UDOT/UTA Property*").

D. WHEREAS, upon receiving all third-party easements and approvals for the installation and maintenance of the Water Line (as defined below), Developer desires to pay for the construction of the Water Line generally in accordance with the Plans and Specifications (defined below) for the purpose of connecting the Parcels to the City's municipal culinary water system.

E. WHEREAS, the Developer desires to be reimbursed for a proportionate share of the cost associated with the construction of the Water Line by the City from connection fees and/or impact fees to be paid upon development of the Parcels and/or other Benefitted Properties (as defined below).

F. WHEREAS, the City acknowledges and agrees that connection of the Parcels to the City's municipal culinary water system for purposes of the development and improvement of the Parcels is in the best public interest of the City and its present and future residents, and that facilitating such infrastructure will result in long-term planning and economic benefits to the City and its residents.

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

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

2. *Definitions.* Any capitalized term used but not otherwise defined in this Agreement shall have the meaning set forth below:

"Agreement" means this Water Line Development and Reimbursement Agreement, its exhibits (which are incorporated by reference), and any written amendments to such Agreement or exhibits that may be executed from time to time by the City and Developer.

"Applicable Laws" means any building, zoning, land use, environmental, health and other applicable laws, statutes, codes, ordinances, rules, regulations and requirements of any Governmental Authority pertaining to the Project or to the use and operation of the Water Line for its intended purpose.

"Benefitted Properties" are defined in Section 16.

"City Property" shall have the meaning set forth in the Section 7.

"Connection" means each and every separate connection designed to deliver municipal drinking water from the City's municipal culinary water system to the Parcels.

"Connection/Impact Fees" means each impact fee or connection fee, imposed by the City on any owner, contractor or developer for each Connection with respect to the planning, approval, construction or completion of Units on the Parcels.

"Construction Contract" means the construction contract between Developer and the General Contractor for the construction of the Water Line, as approved by the City.

"Effective Date" is defined in the preamble to this Agreement.

"Final Completion" means the completion of the Water Line substantially in accordance with the Plans and Specifications, together with (a) the delivery to the City of an ALTA as-built survey of the Water Line which conforms to the standards set forth in Exhibit E certified to Developer and the City; (b) the delivery of final lien releases from the General Contractor and all subcontractors; (c) delivery of written warranties from the General Contractor to the City in accordance with this Agreement; and (d) inspection by the City Engineer who certifies in writing the Water Line is completed in compliance with the Plans and Specifications.

"Force Majeure Event" is defined in Section 21.

"General Contractor" means E. K. Bailey Construction, Inc. or such other utility contractor retained by Developer that has a valid contractor's license, is experienced in performing similar Water Line construction, and whose work is subject to the approval of the City which approval will not be unreasonably withheld or delayed.

"Governmental Authorities" means any and all federal, state, county, municipal, governmental or quasi-governmental board, agency, authority, department or body having jurisdiction over any portion of the Project.

"Governmental Permits" means all permits, variances, approvals and other actions which under Applicable Laws have been or must be issued, granted, or taken by Governmental Authorities in connection with the Project.

"License" is defined in the Recitals.

"Parcels" are defined in the Recitals.

"Participation Fees" are defined in Section 16.

"Plans and Specifications" mean the designs, plans, specifications and construction drawings, as applicable, for the development and construction of the Project prepared by Developer and approved by the City pursuant to Section 4(e).

"Project" means the installation of the Water Line, together with the planning, development, approval, construction, installation, and testing of the foregoing, in accordance with the Plans and Specifications.

"Project Budget" means the budget for completion of the Project attached hereto as Exhibit C, and which may be modified from time to time in accordance with Section 5.

"Project Costs" means all costs incurred by Developer or Owners necessary or appropriate to the planning, development, design and construction of the Project, including (a) amounts paid or incurred under the Construction Contract or any other contract for work, materials or supplies in the Project; (b) amounts paid to the City or incurred by Developer or Owners in the modifications and upgrades to the City's municipal water system required for the Project; (c) amounts paid or incurred for fees and reimbursable expenses under contracts with the architect, and all other professionals for survey, engineering, inspection, environmental, geotechnical and other design, construction and engineering studies and services related to the Project. (d) amounts paid or incurred in applying for, pursuing and obtaining Governmental Permits for the Project; (e) property, casualty and liability insurance premiums paid or incurred by Developer or the General Contractor for the Project; and (f) the actual cost to acquire third-party easements and/or other real property interests for the Project, not to exceed the fair market value thereof. If there is a dispute between the parties as to the provisions of this Agreement that results in litigation, the prevailing Party shall be entitled to their costs and attorney fees from the other Party. For clarity, Project Costs shall not include costs to install any Water Line improvements within the boundary lines of the Parcels except to the extent that such costs exceed the costs of branch water lines which the Owner would otherwise need for its development on such Parcel.

"Project Schedule" means the schedule for completion of the Project attached hereto as Exhibit D, and which may be modified from time to time in accordance with Section 5.

"Unit" means any building or part of any building making a separate Connection including (a) any dwelling unit such as a detached or attached single-family unit, condominium unit, or

apartment unit or (b) non-dwelling commercial or industrial building, condominium, or portion thereof.

"Upgrades" means the modification and upgrades to the culinary water system having the specification set forth in the Plans and Specifications.

"Water Line" means the municipal main culinary water line servicing the Parcels and related improvements, including a 500,000 gallon water storage tank and related well and pump system, for the purpose of delivering municipal drinking water to the Parcels, to be constructed within the area shown on, and having the specifications set forth in, the Plans and Specifications.

3. *Construction of Water Line and Upgrades.* Developer agrees that it will enter into a Construction Contract with the General Contractor for the construction of the Project in accordance with the Plans and Specifications. Developer further agrees that the Project will be constructed in accordance with all Applicable Laws, including the City's zoning ordinances. Developer acknowledges that the construction of the Water Line must comply with applicable public works standards of the City in effect as of the Effective Date, except as otherwise provided in this Agreement or as otherwise agreed to in writing by the City, so that such public improvements may be dedicated to and used by the City.

4. *Pre-Construction Phase.*

(a) *Easements.* The City, in cooperation with the Developer, shall have obtained prior commencement of construction all third-party easements and rights-of-way required for the Project, including, if required, recordable permanent access from UDOT/UTA under the License within the right-of-way for 200 West. The City shall cooperate with the Developer in good faith to obtain such other rights necessary to complete the construction of the Water Line and to connect the Water Line to the City's municipal water system; provided that the City shall have no liability if the License or any other easements or rights-of-way are not obtained.

(b) *Permits.* Developer and/or General Contractor shall apply for all Governmental Permits required for the construction and development of the Project, and shall supervise and coordinate all work of the professionals associated with or necessary to such applications.

(c) *Project Schedule.* Developer has prepared, and the City has approved, the Project Schedule as set forth in Exhibit D. Developer shall use its good faith efforts to cause the Project to proceed in accordance with the Project Schedule.¹

(d) *Project Budget.* Developer has prepared and the City has reviewed the Project Budget as set forth in Exhibit C.²

(e) *Plans and Specifications.* As soon as commercially reasonable following the Effective Date, Developer will submit to the City the preliminary Plans and

¹ This Exhibit will be attached once the City has approved the civil engineering plans.

² This Exhibit will be attached once the City has approved the civil engineering plans.

Specifications for the Project. The City agrees to promptly review and approve the Plans and Specifications subject to any comments which have been provided to Developer by the City. Developer shall use its good faith efforts to cause the completed construction set of Plans and Specifications to be delivered to the City for review, comment and a final decision by the City. Upon approval by the City in writing, the final construction set of Plans and Specifications shall describe and define the scope of the work for the Construction Contract as shall supersede any prior Plans and Specifications.

5. *Construction Phase.*

(a) *General Contractor.* Developer shall cause the General Contractor to commence and diligently pursue construction of the Project (i) in a good and workmanlike manner; (ii) consistent with the Project Budget; and (iii) in accordance, in all material respects, with the Plans and Specifications, the Project Schedule, the Construction Contract and the Governmental Permits.

(b) *Coordination.* Developer shall provide recommendations and information to the City regarding temporary construction easements and facilities appropriate to the efficient and economic construction of the Project. Developer shall coordinate with the City, General Contractor, and those performing services for the City with respect to the Project and shall coordinate the work under the Construction Contract and other services being performed for the Project.

(c) *Changes to Plans and Specifications and Construction Contract.* Developer shall (i) recommend to the City any necessary or desirable changes to the Plans and Specifications which Developer determines are reasonably advisable and (ii) review and notify the City with respect to any change orders requested by the General Contractor or any other person. Developer agrees that any material change in the Plans and Specification, any increase in the Project Budget by more than five percent (5%), or any extension of the Project Schedule by more than sixty (60) days must be authorized by the City in writing, provided that such authorization shall not be unreasonably withheld or delayed.

(d) *Budgets/Schedules.* Developer shall use its good faith efforts to cause the Project to be completed within the Project Budget. Notwithstanding any other provision of this Agreement, the Project Budget and Project Schedule will be revised to reflect those increases in Project Costs or delays in the Project Schedule which are reasonably and necessarily associated with one or more Force Majeure Events.

(e) *Engineering Review.* The design, construction, and specification of material and equipment to be used in the Project shall be subject to approval and construction observation by the City's designated and qualified agent and/or consulting engineer. The City will engage Jones & Associates as its consulting civil engineer to design the pump house, tank and related infrastructure, and to review the designs, specifications and work of Developer's engineers and well consultants with respect to the Project. Developer agrees to reimburse the City for the costs of the City's consulting civil engineer within thirty (30) days of receiving a request for payment for such costs. The cost of the

City's consulting engineer of the Project shall be (i) in accordance with such engineer's schedule of charges for such review and construction observation fees for other similar City projects, (ii) included in the Project Budget, and (iii) part of the Project Costs.

(f) *Timing for Final Completion.* Developer shall use its good faith efforts to cause Final Completion to occur on or before the scheduled date for Final Completion set forth in the Project Schedule.

6. *Records and Access to Records.* Developer shall maintain records of the progress of the work on the Project and retain copies of and, upon request from the City, provide to the City copies of the Construction Contract, the Plans and Specifications, change orders, pending change orders, updated schedules, testing results, and other records related to the Project. Developer shall keep the City aware and informed of any change orders, pending change orders, updated schedules, testing results. The City shall have the right to review and copy such materials and other documentation that relate to the Project. Upon Final Completion and dedication of the Water Line to the City, Developer shall deliver to the City the originals, if available, or photocopies of all records relating to the Project.

7. *Access to City Rights-of-Way and Connections.* The City hereby grants to Developer and the General Contractor, and their representatives, agents, contractors and subcontractors, (a) all reasonable access to and easements on and through the City's property (if applicable) or rights-of-way necessary for the planning, development, approval, construction, installation, and testing of the Project (the "City Property"), including any City rights-of-way located on 200 West between the Deer Run property and the Willard Land property and (b) access and connection to the City's municipal culinary water system in order to construct a looped water system in accordance with the Plans and Specification. Developer and the General Contractor, and their representatives, agents, contractors and subcontractor shall have the opportunity to perform investigations and studies as they deem necessary or appropriate with respect to the Water Line including (a) matters of title, (b) environmental matters, including the presence of hazardous materials in, on, under or in the vicinity of the property, (c) geological conditions, including subsidence, subsurface conditions, water table, and geologic faults, (d) whether, and to the extent to which, the property or any portion thereof is affected by surface water or wetlands, (e) drainage, and (f) soil conditions, including the existence of instability, soil additions or conditions of soil fill. Developer agrees to bear all expenses associated with such investigations and studies subject to reimbursement pursuant to this Agreement. The City represents and warrants to Developer and Owners that the City currently owns the City Property or has a valid and enforceable public utility easement on the City Property, subject to liens and encumbrances of record. The City further represents and warrants that the installation of the Water Line and completion of the Project in accordance with the Plans and Specification will not violate such easement or the property rights or interests of any person or entity within the City. In the event that additional easements or rights-of-way are necessary to complete the Project, Developer and the City shall cooperate in good faith to obtain such easement and rights-of-way necessary or desirable to complete the construction of the Water Line and to connect the Water Line to the City's municipal water system. The costs of all temporary construction easements or rights-of-way shall be paid by Developer as part of the Project Costs. The costs of the License and any other permanent easements or rights-of-way within the City (if applicable) shall be paid by the City, subject to the City's approval, which will not be unreasonably withheld or delayed.

8. *Dedication of Water Rights.* Developer agrees to dedicate sufficient water rights to the City for the development of the Parcels equivalent to .45 acre/feet for each lot in each approved phase. Prior to dedication, the Developer will file the appropriate application(s) with the Utah Division of Water Rights to obtain approval of the Available Water Rights (as identified in Exhibit F). The application(s) will be in the name of the Developer and the City and will seek approval to use the water rights from City in the municipal water system of the City. The Developer will be responsible for the cost and prosecution of the application(s) and the City will reasonably cooperate with the Developer in obtaining an order from the State Engineer approving the application(s). The Developer's dedication, through conveyance and assignment, of the water rights to the City will be in accord with Exhibit F.

9. *Use of the License.* The City represents and warrants to Developer and Owners that the City currently is working to obtain a nonexclusive License to the UDOT/UTA Property, subject to liens and encumbrances of record, pursuant to the License. The City's procurement of a non-exclusive License to the UDOT/UTA Property and approval of the Construction Contract, City hereby grants to Developer and the General Contractor, and their representatives, agents, contractors and subcontractors, license for all reasonable access to, on and through the UDOT/UTA Property in accordance with the License for the planning, development, approval, construction, installation, and testing of the Project.

10. *Mutual Cooperation.* Developer and the City agree to mutually cooperate in connection with the planning, development, approval, construction, installation, and testing of the Project in accordance with all Applicable Laws. Without limiting the generality of the foregoing, as part of such cooperation, the City agrees to (a) promptly review, consider and execute all consents, submittals or other documents as may be required in connection with the Plans and Specifications, (b) have a representative available to attend all appropriate meetings with respect to Developer's activities under this Agreement, provided adequate notice is given to the City, and (c) promptly meet and consider such actions as required by Applicable Laws to provide all appropriate consents, approvals and opinions as requested by Developer from time to time. Developer shall provide to the City the Construction Contract, the Plans and Specifications, any modifications thereto and any other contract or document relating to the engineering and construction of the Project and requiring the review of the City no less than ten (10) business days prior to the date of requested approval. The City shall have ten (10) business days to review each contract or other document and shall provide Developer with written notice of its disapproval of any proposed contract or other document within such period.

11. *Liens.* Developer shall immediately discharge any lien on any City property or any third-party property, including the UDOT Property, demanding payment of past due amounts in connection with the Project, and shall promptly notify the City if such a lien is filed. Developer shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim if Developer posts a statutory lien bond that removes such lien from title to any City property or any such third-party property within twenty (20) days after Developer's knowledge that the lien exists.

12. *Dedication.* Upon the Final Completion of construction and installation of the Project, Developer shall transfer all of Developer's rights and interest in the Water Line to the City. Upon acceptance of ownership and the Final Completion of the Water Line, the City agrees

to assume all obligations for the ownership, maintenance, operation, repair, upgrade or replacement of the Water Line. Except to the extent covered by the General Contractor's warranty as described in Section 13, Developer shall have no financial liability or responsibility for the maintenance, operation, repair, upgrade or replacement of the Water Line following Final Completion.

13. *Warranty.* The Construction Contract shall provide that the General Contractor will provide a warranty to the City that the Project, including the Water Line, will be constructed in a good and workmanlike manner, in accordance with the Plans and Specifications, which warranty shall remain in effect for a period of one (1) year from and after the date of Final Completion. Such warranty shall run in favor of the City and Developer. It is understood and agreed that the General Contractor shall be solely responsible for complying with the warranty set out in this section.

14. *Insurance.* From and after the Effective Date until Final Completion, Developer shall insure, and shall cause the General Contractor to insure the City, UDOT/UTA and the Project against all liabilities, losses and casualties as is commercially reasonable for projects of similar size and type. Developer shall cause to be delivered to the City certificates evidencing the existence and amounts of the insurance required hereunder.

15. *Reimbursement of Project Costs.* Following Final Completion and subject to Section 17, the City agrees to reimburse Developer the Project Costs in accordance with the following terms: the City will pay to Developer or its assigns (a) \$5,000 for each Connection, payable from the Connection/Impact Fees assessed and collected by the City in connection with the development of any Units on the Parcels and (b) one hundred percent (100%) of all Participation Fees (defined below) assessed and collected by the City in connection with the development of any Benefitted Properties (defined below), in each case until full reimbursement of all Project Costs.

16. *Reimbursement by Benefitted Properties.* Generally, the Project is anticipated to benefit the development of the Parcels. However, Developer and the City understand that the Project may also benefit other surrounding property owners. The City shall establish a means of collecting payments from developers or other real property owners of Benefitted Properties serviced by the Water Line for partial reimbursement of the Project Costs of installing the Water Line. In the event that Benefitted Properties desire to connect to the Water Line, the City agrees to require each such Benefitted Property to pay a connection/impact fee of not less than \$5,000.00 for each Unit connecting to the Water Line (the "*Participation Fee*"), which Participation Fees shall be applied to the reimbursement of Project Costs until repaid in full. For purposes of this Agreement, "*Benefitted Properties*" means the properties shown on Exhibit G, excluding (a) the Project itself and (b) properties whose development has been previously approved by the City as of the Effective Date pursuant to a final development agreement with the City or pursuant to city council site plan approval or plat approval. For clarity, such definition includes new water connections for properties within Exhibit G annexed into the City in the future.

17. *Term of Agreement.* The term of this Agreement shall: (a) commence on the Effective Date and (b) expire twelve (12) years after the date of Final Completion; provided that the reimbursement of all unpaid Project Costs pursuant to Sections 15 and 16 shall continue until

fully repaid or until the expiration of twelve (12) years from the date of Final Completion, whichever occurs first. Notwithstanding the expiration of the term of this Agreement, the Parties shall continue to be bound by the terms hereof to the extent such terms contemplate performance after the expiration of this Agreement, or are otherwise necessary to give full effect to the intent of the Parties as described in this Agreement.

18. *Limitation of Liability for Reimbursement.* If the Connection/Impact Fees and the Participation Fees are insufficient to repay Developer in full for Project Costs, Developer and the Owners shall have no recourse against the City. In no case shall the City be liable to pay any Project Costs from the general revenue of the City or to pay Developer or Owners any costs that exceed the actual reimbursable Project Costs.

19. *Default.* For purposes of this Agreement, a "Default" shall occur if either Party fails to observe or perform any of the material terms or covenants of this Agreement, and where such failure continues for a period of thirty (30) days after written notice thereof has been received by the other Party, provided, however, that if the nature of the defaulting Party is such that more than thirty (30) days are reasonably required for its cure, then such Party shall not be deemed to be in Default if such Party commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of an uncured Default, the non-defaulting Party shall, in addition to any other remedy allowed by law, be entitled to the court's imposition of specific performance and/or injunctive relief. All rights and remedies under this Agreement and/or statute or common law shall be deemed cumulative and the selection of one of the rights or remedies shall not be deemed a waiver of any other right or remedy.

20. *Developer Liability.* Developer is not guaranteeing or warranting the performance of the General Contractor, architect or others employed or retained by Developer in connection with the Project. Notwithstanding the foregoing, Developer shall indemnify, protect, defend and hold harmless the City, and its officers, officials, employees and representatives, from and against any and all claims, damages, costs, liens, judgments, penalties, attorneys' fees, expenses and/or liabilities asserted by any third parties and arising out of, involving, or related to any act, omission or neglect of Developer, and out of any Default or breach by Developer in the performance of any obligation on Developer's part to be performed under this Agreement. This indemnity shall not extend to any claims, damages, costs, liens, judgments, penalties, attorneys' fees, expenses and/or liabilities (a) accruing after Final Completion, (b) relating to any act, omission or neglect of the General Contractor or any subcontractors, architects, engineers or other professional, or (c) the extent covered by insurance maintained by the City, Developer, the General Contractor or other person. In no event shall any member, manager, director, officer, employee, representative, attorney, or agent of Developer, Owners or their respective affiliates have any personal liability for the performance of any such Party's obligations under this Agreement.

21. *Force Majeure.* If due to the occurrence of a Force Majeure Event (as defined below) a Party is unable to meet any obligation hereunder, then the deadline for performing such obligation shall be automatically extended by one (1) day for each day of such Force Majeure Event; provided that such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances of such Force Majeure Event affecting its performance or to complete performance in as timely a manner as is reasonably possible. "Force Majeure Event" means a matter beyond the reasonable control of the Party to perform (excluding unfavorable economic

conditions), including (a) acts of God, earthquakes, fire, floods, tornados, hurricanes, pandemics and extreme weather conditions; (b) acts of terrorism; (c) financial and/or banking crises that limit normal extensions of credit; (d) civil disturbances; (e) discovery of hazardous materials; (f) disruptions or delays of the supply chain of labor or materials to the Project; (g) a court or administrative or other governmental order directing that the construction of the Project be stopped (except where due to a failure to obtain any necessary Governmental Permits or comply with any terms or conditions of such Governmental Permits); (h) strikes or labor disputes (including jurisdictional union labor disputes); and (i) delays in obtaining Governmental Permits.

22. *Notices.* All notices and other communications under this Agreement shall be in writing and shall be deemed duly given when personally delivered, one day after sent by a reputable national overnight courier service to the address set forth below, or three (3) days after mailing if sent by registered or certified mail, return receipt requested, first class, postage prepaid to the address shown below, or when sent by e-mail at the e-mail address shown below provided that such e-mail is sent during the normal business hours of the Party to whom it was sent, and electronic confirmation of the successful transmission of such e-mail is obtained:

To the City: Willard City
80 West 50 South
P.O. Box 593
Willard, UT 84340
Attn: City Manager
Email: cdavis@willardcity.com

with a copy to: Mann, Hadfield & Thorne
98 North Main Street
Brigham City, Utah 84302
Attn: Colt Mund
Email: colt@mht-law.com

To Developer and Owners: Lew Swain
1688 Canyon Circle
Farmington, Utah 84025
Email: hlsSwain@gmail.com

with a copy to: Bennett Tueller Johnson & Deere, P.C.
3165 E. Millrock Dr., Suite 500
Salt Lake City, Utah 84121
Attn: Stephen M. Tumblin
Email: tumblin@btjd.com

A notice delivered personally shall be effective upon such delivery or refusal of delivery. A notice delivered by express delivery service will be effective as of the date of actual delivery. A notice

delivered by certified mail shall be effective as of the date of delivery indicated by the return receipt.

23. *Further Assurances.* Each of the Parties agrees to execute and deliver all such documents and perform all such acts as reasonably necessary to carry out the matters contemplated by this Agreement. By executing this Agreement, the Parties expressly agree to continue to cooperate in good faith to effectuate its purpose.

24. *Entire Agreement.* This Agreement, together with its exhibits and schedules, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and incorporates all prior agreements. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any Party to any other Party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein.

25. *Amendment; Extension; Waiver.* No amendment, modification, waiver, replacement, termination or cancellation of any provision of this Agreement will be valid, unless the same is in writing and signed by the Parties hereto. Each waiver of a right hereunder does not extend beyond the specific event or circumstance giving rise to the right. Neither the failure nor any delay on the part of any Party to exercise any right or remedy under this Agreement will operate as a waiver thereof, nor does any single or partial exercise of any right or remedy preclude any other or further exercise of the same or of any other right or remedy.

26. *Assignment.* Following Final Completion, Developer may assign its rights under this Agreement to a third-party purchaser of all or any portion of a Parcel by making a specific assignment of this Agreement to such purchaser in connection with such sale and providing written notice to the City and only upon written approval of such assignment from the City. Subject to the foregoing, this Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

27. *Third-Party Beneficiary.* This Agreement is intended only for the benefit of, and shall be enforceable by, the Parties hereto, their respective permitted successors and assigns, and not by any third parties; provided that the Owners shall be intended third-party beneficiaries of this Agreement.

28. *Governing Law.* All matters relating to the interpretation, construction, validity and enforcement of this agreement shall be governed by the internal laws of the State of Utah, without giving effect to any choice of law provisions thereof. Venue shall be in the First District Court for Box Elder County, Utah.

29. *Attorneys' Fees.* In the event that any Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any Default hereunder, then the unsuccessful Party in such action or proceeding agrees to reimburse the successful Party for the reasonable expenses of such action, including reasonable attorneys' fees, incurred therein by the successful Party.

30. *Severability.* If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent by a court of competent jurisdiction, then (a) such unenforceable provision shall be modified to the minimum extent necessary to render such provision enforceable by such court, and (b) the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforceable to the greatest extent permitted by law, provided that the fundamental purpose of this Agreement and Developer's ability to complete the Project is not defeated by such severance.

31. *Interpretation.* The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "include," "including" or words of similar import shall be deemed to be meaning "including without limitation." All time periods in this Agreement shall be deemed to refer to calendar days unless otherwise stated. If the last date on which to perform any act to be performed under this Agreement falls on a Saturday, Sunday or local, state or national holiday, the time for the performance of such act under this Agreement shall be extended through the next calendar day which is not a Saturday, Sunday or local, state or national holiday

32. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument. Any facsimile or "PDF" signature on any counterpart of this Agreement shall be deemed to be an original signature for all purposes and shall fully bind the Party whose signature appears on the counterpart.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first above written.

DEVELOPER:

WILLARD LAND COMPANY, LLC, a Utah
limited liability company

_____, Manager

SOUTH WILLARD DEVELOPMENT LLC, a
Utah limited liability company

_____, Manager

CITY:

WILLARD CITY CORPORATION, a political
subdivision of the State of Utah

By: _____
Its: _____

EXHIBIT A

Map of Parcels

EXHIBIT B-1

Willard Land Parcel Legal Description

A PART OF THE SOUTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 8 NORTH, RANGE 2 WEST AND PART OF THE NORTHEAST QUARTER AND NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE NORTHEAST CORNER OF THE KEVIN COLE SUBDIVISION FILED AS ENTRY NO. 342604 IN THE FILES OF THE BOX ELDER COUNTY RECORDER, SAID POINT BEING LOCATED ON THE WEST RIGHT-OF-WAY LINE OF HIGHWAY 89 LOCATED 2005.78 FEET NORTH $88^{\circ}03'03''$ WEST ALONG THE SOUTH LINE OF SAID SECTION 35 AND 167.19 NORTH $07^{\circ}00'15''$ EAST FROM THE SOUTHEAST CORNER OF SAID SECTION 35;

RUNNING THENCE ALONG THE BOUNDARY LINE OF SAID KEVIN COLE SUBDIVISION THE FOLLOWING TWO (2) COURSES; (1) NORTH $87^{\circ}52'29''$ WEST 149.60 FEET; AND (2) SOUTH $02^{\circ}24'14''$ WEST 317.71 FEET TO THE NORTHEAST CORNER OF THE DIANNA COLE DYE PROPERTY, TAX ID. NO. 01-040-0226; THENCE ALONG THE BOUNDARY LINE OF SAID DYE PROPERTY THE FOLLOWING TWO COURSES: (1) NORTH $87^{\circ}09'40''$ WEST 12.00 FEET; AND (2) SOUTH $03^{\circ}06'20''$ WEST 187.86 FEET TO THE NORTH BOUNDARY LINE OF THE MICA ANN ZDUNICH PROPERTY, TAX ID. NO. 01-040-0031; THENCE ALONG THE BOUNDARY LINE OF SAID ZDUNICH PROPERTY THE FOLLOWING THREE COURSES; (1) NORTH $86^{\circ}30'05''$ WEST 97.00 FEET; (2) SOUTH $02^{\circ}42'19''$ WEST 32.49 FEET; AND (3) SOUTH $25^{\circ}30'43''$ WEST 163.59 FEET TO THE NORTH BOUNDARY LINE OF THE FARMS IN SOUTH WILLARD PHASE 1, FILED AS ENTRY NO. 155362 IN THE FILES OF THE BOX ELDER COUNTY RECORDER; THENCE ALONG SAID NORTH BOUNDARY LINE AND THEN THE NORTH BOUNDARY LINE OF PETTINGILL ESTATES SUBDIVISION FILED AS ENTRY NO. 236125 IN THE FILES OF THE BOX ELDER COUNTY RECORDER NORTH $87^{\circ}38'48''$ WEST 1937.28 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE ABANDONED U.I.C. RAILROAD; THENCE NORTH $02^{\circ}48'02''$ EAST 2976.11 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF THE HARRY L. MCLEOD PROPERTY, TAX ID. NO. 02-055-0023; THENCE SOUTH $87^{\circ}04'58''$ EAST 1986.66 FEET ALONG THE SOUTH BOUNDARY LINE OF SAID MCLEOD PROPERTY TO THE NORTHWEST CORNER OF THE DAVIS FAMILY SUBDIVISION, FILED AS ENTRY NO. 354349 IN THE FILES OF THE BOX ELDER COUNTY RECORDER; THENCE ALONG THE WEST BOUNDARY LINE OF SAID DAVIS FAMILY SUBDIVISION THE FOLLOWING TWO (2) COURSES: (1) SOUTH $02^{\circ}02'24''$ WEST (SOUTH $00^{\circ}38'50''$ WEST BY RECORD) 230.00 FEET; AND (2) SOUTH $18^{\circ}12'24''$ WEST (SOUTH $16^{\circ}48'50''$ WEST BY RECORD) 118.57 FEET TO THE NORTHWEST CORNER OF SHADY ACRES SUBDIVISION; THENCE ALONG THE BOUNDARY LINE OF SAID SHADY ACRES SUBDIVISION THE FOLLOWING TWO (2)

COURSES; (1) SOUTH 24°16'54" WEST (SOUTH 23°53'20" WEST BY RECORD) 350.00 FEET; AND (2) SOUTH 87°23'58" EAST (SOUTH 87°47'32" EAST BY RECORD) 540.20 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 89; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES; (1) SOUTHERLY ALONG A NON-TANGENT CURVE TO THE RIGHT ON THE ARC OF A 2804.90 FOOT RADIUS CURVE, A DISTANCE OF 54.98 FEET, CHORD BEARS SOUTH 04°24'00" WEST 54.98 FEET, HAVING A CENTRAL ANGLE OF 01°07'23"; (2) SOUTHERLY TO THE RIGHT ON THE ARC OF A SPIRAL CURVE WHOSE LONG CHORD BEARS SOUTH 03°27'46" WEST 11.06 FEET TO THE NORTHEAST CORNER OF THE FORREST R. ROGERS PROPERTY, TAX ID. NO. 02-055-0102; THENCE NORTH 87°23'58" WEST 627.57 FEET ALONG THE NORTH BOUNDARY LINE OF SAID ROGERS PROPERTY AND THEN TRACY NICHOLAS NELSON TTEE PROPERTY, TAX ID. NO. 02-055-0103; THENCE SOUTH 38°17'12" WEST 157.88 FEET; THENCE SOUTH 07°32'25" WEST 111.85 FEET TO THE SOUTH BOUNDARY LINE OF SAID NELSON PROPERTY; THENCE SOUTH 87°21'30" EAST 712.83 FEET ALONG SAID SOUTH BOUNDARY LINE TO THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 89; THENCE SOUTH 07°00'15" WEST 782.38 FEET ALONG SAID WEST BOUNDARY LINE TO THE NORTHEAST CORNER OF THE BLAINE E. ANDERSON PROPERTY, TAX ID. NO. 02-055-0066; THENCE ALONG THE BOUNDARY LINE OF SAID ANDERSON PROPERTY THE FOLLOWING FIVE (5) COURSES; (1) NORTH 86°04'47" WEST 229.35 FEET; (2) SOUTH 07°25'09" WEST 191.53 FEET; (3) SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT ON THE ARC OF A 283.00 FOOT RADIUS CURVE, A DISTANCE OF 66.14 FEET, CHORD BEARS SOUTH 53°38'59" EAST 65.99 FEET, HAVING A CENTRAL ANGLE OF 13°23'26"; (4) IN A SOUTHEASTERLY DIRECTION OF A REVERSE TANGENT CURVE TO THE LEFT OF A 217.00 FOOT RADIUS CURVE, A DISTANCE OF 136.44 FEET, CHORD BEARS SOUTH 64°58'01" EAST 134.20 FEET, HAVING A CENTRAL ANGLE OF 36°01'30"; AND (5) SOUTH 82°58'46" EAST 45.27 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 89; THENCE SOUTH 07°00'15" WEST 236.25 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. CONTAINING 142.87 ACRES.

EXHIBIT B-2

South Willard Development Legal Description

Parcel No. 02-055-0121 (10.04 Acres)

BEG 2886.5 FT N & 1099.1 FT E FRM SW COR OF SEC 35, T 8N, R 2W, SLM., OPPOSITE STA 637.02.16 OF THE OL&I RR AT A DIST OF 48 FT FRM C/L FENCE PARA TO SD R R N 1°30'00" E 206.83 FT, S 88°43'00" E 2188 FT, S 38°49'00" E 93 FT, S 32°59'00" E 168 FT, N 88°36'00" W 2342 FT TO BEG.

LESS: RES.

LESS: [02-055-0120] PART OF SECTION 35, T 8N, R 2W, SLBM. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SEC 35, T 8N, R 2W, SLBM, MONUMENTED WITH A BOX ELDER COUNTY REBAR AND CAP; THENCE N 00°36'27" E 2927.36 FT ALONG THE EAST LINE OF SAID SEC 35; W 1971.78 FT TO A POINT ON THE WEST R/W LINE OF HIGHWAY 89 AND THE POB; AND RUNNING THENCE; ALONG SAID HIGHWAY R/W, SOUTHEASTERLY ALONG A SPIRAL CURVE TO THE RIGHT, WITH A CHORD OF S 17°27'36" E 104.65 FT; S 74°42'10" W 10.01 FT; N 17°50'11" W 177.38 FT; N 18°27'51" W 152.11 FT; S 87°25'41" E 10.71 FT, TO A POINT ON THE WEST R/W LINE OF HIGHWAY 89; S 18°27'51" E 148.32 FT ALONG SAID R/W TO A R/W MONUMENT AT STATION 378+17.2 (60 FT LEFT) OF PROJECT NO. FAP-126-C(1); THENCE CONTINUING ALONG SAID HIGHWAY R/W, ALONG A SPIRAL CURVE TO THE RIGHT WITH A CHORD OF S 18°22'27" E 73.24 FT TO THE POB.

Parcel No. 02-055-0122 (10.55 Acres)

BEG 2679.75 FT N & 1093.7 FT E FRM SW COR OF SEC 35, T 8N, R 2W, SLM. OPPOSITE STA 634 PLUS 95.33 OF O.L.R.R. & 48 FT DIST FRM TRACKS N 1°30'00" E 206.83 FT, S 88°36'00" E 2342 FT, S 32°59'00" E 177 FT, S 14°24'00" E 69.3 FT, N 88°30'00" W 2461 FT TO BEG.

LESS: RES.

LESS: [02-055-0120] PART OF SEC 35, T 8N, R 2W, SLBM. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SEC 35, MONUMENTED WITH A BOX ELDER COUNTY REBAR AND CAP; THENCE N 00°36'27" E 2927.36 FT ALONG THE EAST LINE OF SAID SEC 35; W 1971.78 FT TO A POINT ON THE WEST R/W LINE OF HIGHWAY 89 AND THE POB; AND RUNNING THENCE; ALONG SAID HIGHWAY R/W, SOUTHEASTERLY ALONG A SPIRAL CURVE TO THE RIGHT, WITH A CHORD OF S 17°27'36" E 104.65 FT; S 74°42'10" W 10.01 FT; N 17°50'11" W 177.38 FT; N 18°27'51" W 152.11 FT; S 87°25'41" E 10.71 FT, TO A POINT ON THE WEST R/W LINE OF HIGHWAY 89; S 18°27'51" E 148.32 FT ALONG SAID R/W TO A R/W MONUMENT AT STATION 378+17.2 (60 FT LEFT) OF PROJECT NO. FAP-126-C(1); THENCE CONTINUING ALONG SAID HIGHWAY R/W, ALONG A SPIRAL CURVE TO THE RIGHT WITH A CHORD OF S 18°22'27" E 73.24 FT TO THE POB.

Parcel No. 02-055-0117 (34.73 Acres)

A PARCEL OF LAND LYING AND SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. BASIS OF BEARINGS FOR THE SUBJECT PARCEL BEING SOUTH 00°36'27" WEST 5391.25 FEET (MEASURED) BETWEEN THE BOX ELDER COUNTY BRASS CAP MONUMENT MONUMENTALIZING THE NORTHEAST CORNER OF SAID SECTION 35 AND THE BOX ELDER COUNTY SURVEYOR'S NUMBER 5 REBAR AND PLASTIC CAP MONUMENTALIZING THE SOUTHEAST CORNER OF SAID SECTION 35. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 35, THENCE SOUTH 00°36'27" WEST 1347.81 FEET TO THE 3" IRON PIPE, SET IN CONCRETE, MONUMENTALIZING THE SOUTHEAST CORNER OF THAT PARTICULAR PARCEL OF LAND TRANSFERRED TO JOEL AND PAMELA MURRAY BY THOSE CERTAIN WARRANTY DEEDS RECORDED IN BOOK 992, AT PAGE 933 AND BOOK 951, AT PAGE 804 OF THE BOX ELDER COUNTY RECORDS, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 35 AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°36'27" WEST 729.69 FEET COINCIDENT WITH THE EAST LINE OF SAID SECTION 35 TO A NUMBER 5 REBAR AND CAP STAMPED "PLS 356548" MONUMENTALIZING THE SOUTHEAST CORNER OF SAID "PLAT OF THE ADDITION TO THE CORPORATE LIMITS OF WILLARD CITY"; THENCE NORTH 87°49'11" WEST 2007.28 FEET COINCIDENT WITH THE SOUTH LINE OF SAID "ANNEXATION PARCEL" TO A POINT ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 89; THENCE THE FOLLOWING TWO (2) COURSES COINCIDENT WITH SAID EAST RIGHT OF WAY, 1) NORTH 18°27'27" WEST 649.47 FEET TO THE POINT OF BEGINNING OF A SPIRAL CURVE TO THE RIGHT (F.A. PROJECT NO. 126-C, ENGINEERS STATION PS 388+69.7); 2) NORTHERLY 90.83 FEET ALONG THE ARC OF A 2864.90 FOOT RADIUS SPIRAL CURVE TO THE RIGHT, LONG CHORD BEARS NORTH 18°19'09" WEST 90.79 FEET TO A NUMBER 5 REBAR AND CAP STAMPED "PLS 356548" MONUMENTALIZING THE NORTHWEST CORNER OF SAID "MARSH PARCEL" AND A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 35, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THAT PARTICULAR PARCEL OF LAND TRANSFERRED TO JOEL AND PAMELA MURRAY BY THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY 70574, IN BOOK 581, AT PAGE 587 OF SAID COUNTY RECORDS; THENCE SOUTH 88°45'07" EAST 2248.26 FEET COINCIDENT WITH SAID "SIXTEENTH SECTION LINE" AND THE SOUTH LINE OF SAID "MURRAY" PROPERTY TO THE POINT OF BEGINNING.

Parcel No. 02-055-0115 (87.96 Acres)

A PARCEL OF LAND LYING AND SITUATE IN THE EAST HALF OF SECTION 35, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. BASIS OF BEARINGS FOR SUBJECT PARCEL BEING NORTH 00°36'27" EAST 5391.25 FEET (MEASURED) BETWEEN THE BOX ELDER COUNTY SURVEYOR'S NUMBER 5 REBAR AND PLASTIC CAP MONUMENTALIZING THE SOUTHEAST CORNER OF SAID

SECTION 35 AND THE BOX ELDER BRASS CAP MONUMENT MONUMENTALIZING THE NORTHEAST CORNER OF SAID SECTION 35. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35, THENCE NORTH 00°36'27" EAST 673.64 FEET TO THE NUMBER 5 REBAR AND PLASTIC CAP STAMPED "PLS 356548" MONUMENTALIZING THE NORTHEAST CORNER OF THAT PARCEL OF LAND TRANSFERRED TO NATHAN T. ROSE BY THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NUMBER 214559, IN BOOK 929, AT PAGE 0213 OF THE BOX ELDER COUNTY RECORDS AND THE TRUE POINT OF BEGINNING; THENCE NORTH 87°40'07" WEST 1296.73 FEET COINCIDENT WITH SAID ROSE PARCEL TO THE HANSEN AND ASSOCIATES REBAR AND CAP MONUMENTALIZING THE NORTHEAST CORNER OF THE HEIL SUBDIVISION; THENCE NORTH 01°47'59" EAST 307.99 FEET ALONG THE REMAINS OF AN ANCIENT FENCE LINE TO A FENCE CORNER; THENCE THE FOLLOWING THREE (3) COURSES ALONG A FENCE LINE AND THE PROLONGATION THEREOF, (1) NORTH 02°28'18" EAST 468.92 FEET TO A NUMBER 5 REBAR AND CAP STAMPED "PLS 356548"; (2) NORTH 02°15'21" EAST 476.71 FEET TO A NUMBER 5 REBAR AND CAP STAMPED "PLS 356548"; (3) NORTH 02°07'38" EAST 485.36 FEET TO A NUMBER 5 REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 87°04'40" WEST 207.75 FEET TO A NUMBER 5 REBAR AND CAP STAMPED "PLS 356548" TO THE SOUTHEAST CORNER OF LOT 1, MARSH POINT SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF; THENCE THE FOLLOWING THREE (3) COURSES COINCIDENT WITH THE BOUNDARY OF SAID LOT 1 AND THE PROLONGATION THEREOF; 1) NORTH 02°34'52" WEST 149.80 FEET; 2) NORTH 63°49'50" WEST 25.77 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 217.00 FEET; 3) NORTHWESTERLY 130.30 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°24'13" (CHORD BEARING OF NORTH 81°01'57" WEST, CHORD LENGTH 128.35 FEET); THENCE SOUTH 77°56'36" WEST 150.18 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2924.90 FEET TO WHICH A RADIAL LINE BEARS SOUTH 77°56'43" WEST, SAID POINT ALSO BEING ON THE EASTERN RIGHT-OF-WAY LINE US HIGHWAY 89; THENCE NORTHWESTERLY 225.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°24'27" (CHORD BEARING OF NORTH 14°15'31" WEST, CHORD LENGTH 224.94 FEET) THENCE NORTH 17°47'39" WEST 202.08 FEET; THENCE NORTH 18°27'51" WEST 374.41 FEET) THENCE SOUTH 87°49'11" EAST 2005.17 FEET; THENCE SOUTH 00°36'27" WEST 618.12 COINCIDENT WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE NUMBER 5 REBAR AND CAP STAMPED "PLS 356548" MONUMENTALIZING THE EAST QUARTER CORNER THEREOF; THENCE SOUTH 00°36'27" WEST 2021.99 FEET COINCIDENT WITH THE EAST LINE OF SAID SOUTHEAST QUARTER SECTION TO THE POINT OF BEGINNING.

Parcel 02-055-0070 (0.51 Acres)

LOT 01, MARSH POINT SUBDIVISION. PRT SEC 35, T 8N, R 2W, SLM.

Parcel 02-055-0116 (0.56 Acres)

COM AT THE BOX ELDER COUNTY MONUMENT REPRESENTING THE NE CORNER OF SEC 35, T 8N, R 2W, SLBM. BEG S 00°36'27" W 2910.73 FT ALONG THE SEC LINE; W 1569.64 FT TO THE TRUE POINT OF BEGINNING: THENCE N 87°04'40" W 164.10 FT TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SW HAVING A RADIUS OF 2924.90 FT TO WHICH A RADIAL LINE BEARS S 80°38'39" W, SAID POINT ALSO BEING ON THE EASTERN R/W LINE US HIGHWAY 89; NWRLY 137.87 FT ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°42'03" (CHORD BEARING OF N 10°42'22" W, CHORD LENGTH 137.86 FT); N 77°56'36" E 150.18 FT; S 13°40'37" E 180.31 FT TO THE POB.

EXHIBIT C

Project Budget

(to be attached upon City approval of civil engineering plans)

EXHIBIT D

Project Schedule

(to be attached upon City approval of civil engineering plans)

EXHIBIT E

Survey Standards and Form of Survey Certification

The survey shall be an ALTA/NTPS survey and shall show the following:

1. If the survey covers several parcels: (a) show the interior lines of each parcel with calls and distances; and (b) indicate on the survey that the parcels are contiguous and there are no gaps or gores between the parcels.
2. Specifically note, and indicate the extent of, any encroachments pursuant to 5(C) and Table A Item 11 of the ALTA/NSPS Minimum Standard Detail Requirements, or indicate that there are none.
3. The survey must indicate the approximate location of water, storm and sanitary sewer, gas and electric mains and of easements for such utilities. Show the approximate location of each existing and proposed utility line all the way to the point at which it enters the perimeter of the property, if possible, and any physical evidence of the utility on the property (i.e. water meters, manholes, transformers or gas valves) pursuant to ALTA/NSPS Minimum Standard Detail Requirements Items 5(E) and 6(C)(ii), as well as Table A Item 11.
4. The 2016 ALTA/NSPS Certification must be certified to the City and the Owners and must appear on the survey itself, sealed and with the signature of the surveyor as follows:

To (name of insured, if known), (name of lender, if known), (name of insurer, if known), (names of others as negotiated with the client):

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items _____ of Table A thereof. The fieldwork was completed on _____ [date].

Date of Plat or Map: _____ (Surveyor's signature, printed name and seal with Registration/License Number)

EXHIBIT F

Water Rights

Developer owns the following water rights ("*Available Water Rights*"):

• 29-3090 • 29-3091 • 29-3092 • 29-248 • 29-249 • 29-3093	• 29-1667 • 29-3738 • 29-3099 • 29-3094 • 29-3153
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Following approval of the Final Project Plans, Developer agrees to convey and assign by warranty deed to the City sufficient Available Water Rights, approved for municipal use within the City, to meet the criteria established from time to time by the City pursuant to Utah Code Section 19-4-114, or Division of Drinking Water Rule R309-510, as applicable. The dedication of Available Water Rights, through conveyance and assignment, will occur as necessary to meet the water dedication criteria of each phase of the Project, upon final plat approval of each phase by the City, ("*Required Water Rights*"). The Developer will, at the time of dedication, provide to the City a policy of water title insurance, reasonably acceptable to the City, for Available Water Rights dedicated to the City. For efficiency, the Developer may, in its discretion, elect to simultaneously convey or assign Available Water Rights for up to three phases of the Project.

Until dedication to the City, through conveyance and assignment, Available Water Rights shall remain the property of the Developer and may, at Developer's option, be withdrawn from application(s), with the Division of Water Rights, filed by the Developer. If, either through a planned water banking with the City, or otherwise, the Developer dedicates Available Water Rights in excess of Required Water Rights to the City, the City shall issue a fully transferable water dedication credit to the Developer consistent with the excess water rights dedicated. Such credit may be used to satisfy the water right dedication criteria of the City for any development within, or annexed to, the City. If within three (3) years of the dedication of the applicable Available Water Rights to the City, the water dedication criteria of the City are changed to reduce the amount of water rights required to be dedicated, the City shall issue a water dedication credit to the Developer for the water rights dedicated by the Developer in excess of the new water dedication criteria adopted by the City.

EXHIBIT G

Benefitted Properties

EXHIBIT D

(Sewer Development and Reimbursement Agreement)

SEWER LINE DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS SEWER LINE DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "*Agreement*") is entered into as of November 23, 2021 (the "*Effective Date*") by and between Willard City Corporation, a political subdivision of the State of Utah (the "*City*") and Willard Partners, LLC, a Utah limited liability company ("*Developer*"). The City and Developer may be referred to individually as a "*Party*" and collectively as the "*Parties*."

RECITALS

A. Developer is wholly owned by certain owners ("*Owners*") of undeveloped real property located in Box Elder County, State of Utah, as depicted on Exhibit A attached hereto, and more particularly described in Exhibit B, Exhibit C, and Exhibit D, each attached hereto (the "*Parcels*").

B. Owners desire to develop the *Parcels* for residential homes and other permitted uses. Owners anticipate that such development will require a substantial, long-term commitment of capital and resources of Owners, as well as the integration of public facilities, in order for such development to be successful, including the access of the *Parcels* to public sewage treatment facilities to collect and transport wastewater and effluent.

C. The City is currently working with both the Utah Department of Transportation ("*UDOT*") and the Utah Transit Authority ("*UTA*") to obtain a Nonexclusive License Agreement ("*License*") with these state entities, whereby the UDOT and UTA would grant to the City a nonexclusive license across and under a 66-foot wide corridor commonly known as the UIC-Bamberger right-of-way (the "*UDOT/UTA Property*"), which License would be acquired for the purpose of developing the Sewer Line (as defined below) for the connection of individual lots developed on the *Parcels* to the City's sewage lift station (the "*Lift Station*") and the related sewage treatment facilities (the "*Treatment Facilities*").

D. Upon the City receiving the License for the installation and maintenance of a Sewer Line on the UDOT/UTA Property, Developer desires to pay for the construction of the Sewer Line, together with certain upgrades to the Lift Station, generally in accordance with the Scope of Work described on Exhibit E attached hereto (the "*Scope of Work*"), for the purpose of connecting the *Parcels* with the Treatment Facilities, and to provide additional capacity for other potential development in the County and the City, the costs of which Sewer Line are to be reimbursed to Developer by the City from connection fees and/or service fees to be paid upon development of the *Parcels* or other Benefitted Properties (as defined below).

F. The City acknowledges and agrees that connection of the *Parcels* to public sewage treatment facilities for purposes of the development and improvement of the *Parcels*, and upgrading the Lift Station, is in the best public interest of the City and its present and future residents, and that facilitating such infrastructure will result in long-term planning and economic benefits to the City and its residents.

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

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

2. *Definitions.* Any capitalized term used but not otherwise defined in this Agreement shall have the meaning set forth below:

"Agreement" means this Sewer Line Development and Reimbursement Agreement, its exhibits (which are incorporated by reference), and any written amendments to such Agreement, exhibits or documents that may be executed from time to time by the City and Developer.

"Applicable Laws" means any building, zoning, land use, environmental, health and other applicable laws, statutes, codes, ordinances, rules, regulations and requirements of any Governmental Authority pertaining to the Project or to the use and operation of the Sewer Line and/or the Upgrades for their intended purpose.

"Benefitted Properties" is defined in Section 15.

"City Property" shall have the meaning set forth in the Section 7 and is more particularly described in Exhibit J attached hereto.

"Connection" means each and every separate connection designed to deliver wastewater, liquid waste, sewage, and other effluent from the Parcels to the Treatment Facilities.

"Connection/Impact Fees" means each impact fee, connection fee or other service fee, however denominated, imposed by the City on any owner, contractor or developer for each Connection with respect to the planning, approval, construction or completion of Units on the Parcels.

"Construction Contract" means the construction contract between Developer and the General Contractor for the construction of the Sewer Line and the Upgrades, approved by the City.

"Effective Date" is defined in the preamble to this Agreement.

"Final Completion" means the completion of the Sewer Line and the Upgrades substantially in accordance with the Scope of Work and the Plans and Specifications, together with (a) the delivery to the City of an ALTA as-built survey of the Sewer Line which conforms to the standards set forth in Exhibit F and includes the certification set forth in such Exhibit; (b) the delivery of final lien releases from the General Contractor and all subcontractors; and (c) delivery of written warranties from the General Contractor to the City in accordance with this Agreement.

"Force Majeure Event" is defined in Section 20.

"General Contractor" means E. K. Bailey Construction, Inc. or such other utility contractor retained by Developer that is experienced in performing similar sewer line construction, subject to the approval of the City which approval will not be unreasonably withheld or delayed.

"Governmental Authorities" means any and all federal, state, county, municipal, governmental or quasi-governmental board, agency, authority, department or body having jurisdiction over any portion of the Project.

"Governmental Permits" means all permits, variances, approvals and other actions which under Applicable Laws have been or must be issued, granted, or taken by Governmental Authorities in connection with the Project, including those set forth in Exhibit G.

"License" is defined and outlined in paragraph (C) of the Recitals.

"Lift Station" is defined in the Recitals and shall mean the sewage lift station constructed by Developer and dedicated to the City for its use, ownership, and operation.

"Parcels" is defined in the Recitals.

"Participation Fee" is defined in Section 15.

"Plans and Specifications" mean the designs, plans, specifications and construction drawings, as applicable, for the development and construction of the Project prepared by Developer and approved by the City pursuant to Section 4(d).

"Project" means the installation of the Sewer Line and the Upgrades, together with the planning, development, approval, construction, installation, and testing of the foregoing, in accordance with the Scope of Work and the Plans and Specifications.

"Project Budget" means the budget for completion of the Project attached hereto as Exhibit H, and which may be modified from time to time in accordance with Section 5.

"Project Costs" means all costs incurred directly by Developer or Owners necessary or appropriate to the planning, development, design and construction of the Project, including (a) amounts paid or incurred under the Construction Contract or any other contract for work, materials or supplies in the Project; (b) amounts paid to the City or incurred by Developer or Owners in the modifications and upgrades to the Lift Station; (c) amounts paid or incurred for fees and reimbursable expenses under contracts with the architect, and all other professionals for survey, engineering, inspection, environmental, geotechnical and other design, construction and engineering studies and services related to the Project. (d) amounts paid or incurred in applying for, pursuing and obtaining Governmental Permits for the Project; (e) property, casualty and liability insurance premiums paid or incurred by Developer or the General Contractor for the Project; and (f) the actual cost to acquire third party easements and/or other real property interests for the Project, not to exceed the fair market value thereof. If there is a dispute between the parties as to the provisions of this Agreement that results in litigation, the prevailing party shall be entitled to their costs and attorney fees from the other party. For clarity, Project Costs shall not include costs to install any Sewer Line improvements within the boundary lines of the

Willard Land Parcel (Exhibit C) except to the extent that such costs, including the upsizing of pipe, fitting, manholes, etc., exceed the costs of an 8" sewer line which the Owner would need for its development on such Parcel.

"*Project Schedule*" means the schedule for completion of the Project attached hereto as Exhibit I, and which may be modified from time to time in accordance with Section 5.

"*Scope of Work*" is defined in the Recitals.

"*Sewer Line*" means the 18" sewer line and related improvements to deliver wastewater, liquid waste, sewage, and other effluent from the Parcels to the Treatment Facilities, to be constructed within the License area and having the specifications set forth in the Scope of Work and the Plans and Specifications.

"*Treatment Facilities*" is defined in the Recitals and shall include the Lift Station, the sewage treatment plant owned and operated by the City and by Perry City, and all related infrastructure and improvements.

"*Unit*" means any building or part of any building making a separate Connection including (a) any dwelling unit such as a detached or attached single-family unit, condominium unit, or apartment unit or (b) non-dwelling commercial or industrial building, condominium, or portion thereof.

"*Upgrades*" means the modification and upgrades to the Lift Station having the specifications set forth in the Scope of Work and the Plans and Specifications.

3. *Construction of Sewer Line and Upgrades.* Developer agrees that it will enter into a Construction Contract with the General Contractor for the construction of the Project in accordance with the Scope of Work and the Plans and Specifications. Developer further agrees that the Project will be constructed in accordance with all Applicable Laws and City's zoning ordinances. Developer acknowledges that the construction of the Sewer Line and the Upgrades must comply with applicable public work standards of the City in effect as of the Effective Date, except as otherwise provided in this Agreement or as otherwise agreed to in writing by the City, so that such public improvements may be dedicated to and used by the City.

4. *Pre-Construction Phase.*

(a) *Permits.* Developer and/or General Contractor shall apply for all Governmental Permits required for the construction and development of the Project, and shall supervise and coordinate all work of the professionals associated with or necessary to such applications.

(b) *Project Schedule.* Developer has prepared and the City has approved the Project Schedule as set forth in Exhibit I. Developer shall use its good faith efforts to cause the Project to proceed in accordance with the Project Schedule.

(c) *Project Budget.* Developer has prepared and the City has approved the Project Budget as set forth in Exhibit H.

(d) *Plans and Specifications.* As soon as commercially reasonable following the Effective Date, Developer will submit to the City the preliminary Plans and Specifications for the Project. The City agrees to promptly review and approve the Plans and Specifications subject to any comments which have been provided to Developer by the City. Developer shall use its good faith efforts to cause the completed construction set of Plans and Specifications to be delivered to the City for review, comment and a final decision by the City. Upon approval by the City in writing, the final construction set of Plans and Specifications shall describe and define the scope of the work for the Construction Contract as shall supersede any prior Plans and Specifications.

5. *Construction Phase.*

(a) *General Contractor.* Developer shall cause the General Contractor to commence and diligently pursue construction of the Project (i) in a good and workmanlike manner; (ii) consistent with the Project Budget; and (iii) in accordance, in all material respects, with the Plans and Specifications, the Project Schedule, the Construction Contract and the Governmental Permits.

(b) *Coordination.* Developer shall provide recommendations and information to the City regarding temporary construction easements and facilities appropriate to the efficient and economic construction of the Project. Developer shall coordinate with the City, General Contractor, and those performing services for the County and the City with respect to the Project and shall coordinate the work under the Construction Contract and other services being performed for the Project.

(c) *Changes to Plans and Specifications and Construction Contract.* Developer shall (i) recommend to the City any necessary or desirable changes to the Plans and Specifications which Developer determines are reasonably advisable and (ii) review and notify the City with respect to any change orders requested by the General Contractor or any other person. Developer agrees that any material change in the Plans and Specification, any increase in the Project Budget by more than 5% or any extension of the Project Schedule by more than sixty (60) days must be authorized by the City in writing, provided that such authorization shall not be unreasonably withheld or delayed.

(d) *Budgets/Schedules.* Developer shall use its good faith efforts to cause the Project to be completed within the Project Budget. Notwithstanding any other provision of this Agreement, the Project Budget and Project Schedule will be revised to reflect those increases in Project Costs or delays in the Project Schedule which are reasonably and necessarily associated with one or more Force Majeure Events.

(e) *Engineering Review.* The design, construction, and specification of material and equipment to be used in the Project shall be subject to approval and construction observation by the City's designated and qualified agent and/or consulting engineer. Developer shall contract directly with the City's consulting engineer to review the plans for the design of said Project. The cost of the City's consulting engineer of the Project shall be (i) in accordance with such engineer's schedule of charges for such

review and construction observation fees for other similar City projects, (ii) included in the Project Budget, and (iii) part of the Project Costs.

(f) *Timing for Final Completion.* Developer shall use its good faith efforts to cause Final Completion to occur on or before the scheduled date for Final Completion set forth in the Project Schedule.

6. *Records and Access to Records.* Developer shall maintain records of the progress of the work on the Project and retain copies of and, upon request from the City, provide to the City copies of the Construction Contract, the Plans and Specifications, change orders, pending change orders, updated schedules, testing results, and other records related to the Project. The City shall have the right to review and copy such materials and other documentation that relate to the Project. Upon Final Completion and dedication of the Sewer Line to the City, Developer shall deliver to the City the originals, if available, or photocopies of all records relating to the Project.

7. *Access to City Property.* The City hereby grants to Developer and the General Contractor, and their representatives, agents, contractors and subcontractors, all reasonable access to and easements on and through the City's property necessary for the planning, development, approval, construction, installation, and testing of the Project as shown on Exhibit J (the "City Property"). Such easements shall have access points along the City Property as otherwise reasonably necessary for the completion of the Project. Developer and the General Contractor, and their representatives, agents, contractors and subcontractor shall have the opportunity to perform investigations and studies as they deem necessary or appropriate with respect to the City Property including (a) matters of title, (b) environmental matters, including the presence of hazardous materials in, on, under or in the vicinity of the property, (c) geological conditions, including subsidence, subsurface conditions, water table, and geologic faults, (d) whether, and to the extent to which, the property or any portion thereof is affected by surface water or wetlands, (e) drainage, and (f) soil conditions, including the existence of instability, soil additions or conditions of soil fill. Developer agrees to bear all expenses associated with such investigations and studies subject to reimbursement as provided in this Agreement. The City represents and warrants to Developer and Owners that the City currently owns the City Property or has a valid and enforceable public utility easement on the City Property, subject to liens and encumbrances of record. The City further represents and warrants that the installation of the Sewer Line and completion of the Project in accordance with the Plans and Specification will not violate such easement or the property rights or interests of any person or entity within the City. In the event that additional easements or rights-of-way are necessary to complete the Project, Developer and the City shall cooperate in good faith to obtain such easement and rights of way necessary or desirable to complete the construction of the Sewer Line and to connect the Sewer Line to the Lift Station. The costs of all temporary construction easements or rights-of-way shall be paid by Developer as part of the Project Costs. The costs of the License and any permanent easement or rights-of-way within the City shall be paid by the City, subject to the City's approval, which will not be unreasonably withheld or delayed.

8. *Use of the License.* The City represents and warrants to Developer and Owners that the City currently is working to obtain a nonexclusive License to the UDOT/UTA Property, subject to liens and encumbrances of record, pursuant to the License. The City's procurement of

a non-exclusive License to the UDOT/UTA Property and approval of the Construction Contract, City hereby grants to Developer and the General Contractor, and their representatives, agents, contractors and subcontractors, license for all reasonable access to, on and through the UDOT/UTA Property in accordance with the License for the planning, development, approval, construction, installation, and testing of the Project.

9. *Mutual Cooperation.* Developer and the City agree to mutually cooperate in connection with the planning, development, approval, construction, installation, and testing of the Project in accordance with all Applicable Laws. Without limiting the generality of the foregoing, as part of such cooperation, the City agrees to (a) promptly review, consider and execute all consents, submittals or other documents as may be required in connection with the Plans and Specifications, (b) have a representative available to attend all appropriate meetings with respect to Developer's activities under this Agreement, provided adequate notice is given to the City, and (c) promptly meet and consider such actions as required by Applicable Laws to provide all appropriate consents, approvals and opinions as requested by Developer from time to time. Developer shall provide to the City the Construction Contract, the Plans and Specifications, any modifications thereto and any other contract or document relating to the engineering and construction of the Project and requiring the review of the City no less than ten (10) business days prior to the date of requested approval. The City shall have ten (10) business days to review each contract or other document and shall provide Developer with written notice of its disapproval of any proposed contract or other document within such period. If the City fails to provide timely written notice of its disapproval of any proposed contract or other document, then such proposed contract or document will be deemed to be approved by the City.

10. *Liens.* Developer shall immediately discharge any lien on the City Property or the UDOT/UTA Property demanding payment of past due amounts in connection with the Project, and shall promptly notify the City if such a lien is filed. Developer shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim if Developer posts a statutory lien bond that removes such lien from title to the City Property or the UDOT/UTA Property within twenty (20) days after Developer's knowledge that the lien exists.

11. *Dedication.* Upon the Final Completion of construction and installation of the Project, Developer shall transfer all of Developer's rights and interest in the Sewer Line to the City. Upon acceptance of ownership and the Final Completion of the Sewer Line, the City agrees to assume all obligations for the ownership, maintenance, operation, repair, upgrade or replacement of the Sewer Line. Except to the extent covered by the General Contractor's warranty as described in Section 12, Developer shall have no financial liability or responsibility for the maintenance, operation, repair, upgrade or replacement of the Sewer Line or the Upgrades following Final Completion.

12. *Warranty.* The Construction Contract shall provide that the General Contractor will provide a warranty to the City that the Project, including the Sewer Line and the Upgrades, to be constructed in a good and workmanlike manner, in accordance with the Plans and Specifications, which warranty shall remain in effect for a period of one (1) year from and after the date of Final Completion. Such warranty shall run in favor of the City and Developer. It is understood and agreed that the General Contractor shall be solely responsible for complying with the warranty set out in this section.

13. *Insurance.* From and after the Effective Date until Final Completion, Developer shall insure, and shall cause the General Contractor to insure, the City, UDOT, UTA, and the Project against all liabilities, losses and casualties as is commercially reasonable for projects of similar size and type. Developer shall cause to be delivered to the City upon request certificates evidencing the existence and amounts of the insurance required hereunder.

14. *Reimbursement of Project Costs.* Following Final Completion and subject to Section 15, the City agrees to reimburse Developer the Project Costs in accordance with the following terms: the City will pay to Developer or its assigns (a) \$6,000.00 for each Connection, payable from the Connection/Impact Fees assessed and collected by the City in connection with the development of any Units on the Parcels and (b) one hundred percent (100%) of all Participation Fees (defined below) assessed and collected by the City in connection with the development of any Benefitted Properties, in each case until full reimbursement of all Project Costs.

15. *Reimbursement by Other Properties.* Generally, the Project is anticipated to benefit the development of the Parcels. However, Developer and the City understand that the Project may also benefit other surrounding property owners. The City shall establish a means of collecting payments from developers or other real property owners for the Project Costs of installing the Sewer Line of the size, length or capacity greater than that needed to service the development of the Parcels and which will service other properties ("*Benefitted Properties*"). In the event that Benefitted Properties desire to connect to any portion of the Sewer Line, the City agrees to require each such Benefitted Property to pay a sewer connection fee and impact fee of not less than \$6,000.00 for each connection to the Sewer Line (the "*Participation Fee*"), which Participation Fees shall be applied to the reimbursement of Project Costs until repaid in full.

16. *Limitation of Liability for Reimbursement.* If the Connection/Impact Fees or the Participation Fees are insufficient to repay Developer in full for Project Costs, Developer and the Owners shall have no recourse against the City. In no case shall the City be liable to pay any Project Costs from the general revenue of the City or to pay Developer any costs that exceed the actual reimbursable Project Costs.

17. *Term of Agreement.* The term of this Agreement shall: (a) commence on the Effective Date and (b) expire twelve (12) years after the date of Final Completion; provided that the reimbursement of all unpaid Project Costs pursuant to Sections 14 and 15 shall continue until fully repaid or until the expiration of twelve (12) years from the date of Final Completion, whichever occurs first. Notwithstanding the expiration of the term of this Agreement, the Parties shall continue to be bound by the terms hereof to the extent such terms contemplate performance after the expiration of this Agreement, or are otherwise necessary to give full effect to the intent of the Parties as described in this Agreement.

18. *Default.* For purposes of this Agreement, a "*Default*" shall occur if either Party fails to observe or perform any of the material terms or covenants of this Agreement, and where such failure continues for a period of thirty (30) days after written notice thereof has been received by the other Party, provided, however, that if the nature of the defaulting Party is such that more than thirty (30) days are reasonably required for its cure, then such Party shall not be deemed to be in Default if such Party commences such cure within said thirty (30) day period

and thereafter diligently prosecutes such cure to completion. In the event of an uncured Default, the nondefaulting Party shall, in addition to any other remedy allowed by law, be entitled to the court's imposition of specific performance and/or injunctive relief. All rights and remedies under this Agreement and/or statute or common law shall be deemed cumulative and the selection of one of the rights or remedies shall not be deemed a waiver of any other right or remedy.

19. *Developer Liability.* Developer is not guaranteeing or warranting the performance of the General Contractor, architect or others employed or retained by Developer in connection with the Project. Notwithstanding the foregoing, Developer shall indemnify, protect, defend and hold harmless the City, and its officers, officials, employees and representatives, from and against any and all claims, damages, costs, liens, judgments, penalties, attorneys' fees, expenses and/or liabilities asserted by any third parties and arising out of, involving, or related to any act, omission or neglect of Developer, and out of any Default or breach by Developer in the performance of any obligation on Developer's part to be performed under this Agreement. This indemnity shall not extend to any claims, damages, costs, liens, judgments, penalties, attorneys' fees, expenses and/or liabilities (a) accruing after Final Completion, (b) relating to any act, omission or neglect of the General Contractor or any subcontractors, architects, engineers or other professional, or (c) the extent covered by insurance maintained by the City, Developer, the General Contractor or other person. In no event shall any member, manager, director, officer, employee, representative, attorney, or agent of Developer, Owners or their respective affiliates have any personal liability for the performance of any such party's obligations under this Agreement.

20. *Force Majeure.* If due to the occurrence of a Force Majeure Event (as defined below) a Party is unable to meet any obligation hereunder, then the deadline for performing such obligation shall be automatically extended by one (1) day for each day of such Force Majeure Event; provided that such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances of such Force Majeure Event affecting its performance or to complete performance in as timely a manner as is reasonably possible. "*Force Majeure Event*" means a matter beyond the reasonable control of the Party to perform (excluding unfavorable economic conditions), including (a) acts of God, earthquakes, fire, floods, tornados, hurricanes, pandemics and extreme weather conditions; (b) acts of terrorism; (c) financial and/or banking crises that limit normal extensions of credit; (d) civil disturbances; (e) discovery of hazardous materials; (f) disruptions or delays of the supply chain of labor or materials to the Project; (g) a court or administrative or other governmental order directing that the construction of the Project be stopped (except where due to a failure to obtain any necessary Governmental Permits or comply with any terms or conditions of such Governmental Permits); (h) strikes or labor disputes (including jurisdictional union labor disputes); and (i) delays in obtaining Governmental Permits.

21. *Notices.* All notices and other communications under this Agreement shall be in writing and shall be deemed duly given when personally delivered, one day after sent by a reputable national overnight courier service to the address set forth below, or three (3) days after mailing if sent by registered or certified mail, return receipt requested, first class, postage prepaid to the address shown below, or when sent by e-mail at the e-mail address shown below provided that such e-mail is sent during the normal business hours of the party to whom it was sent, and electronic confirmation of the successful transmission of such e-mail is obtained:

To the City:

Susan O'bray City Recorder
80 W 50 S Willard 84340
PO Box 593
Email: *administrator@willardcity.com*

To Developer and Owners:

Lew Swain
1688 Canyon Circle
Farmington, Utah 84025
Email: hlsvain@gmail.com

with a copy to:

Bennett Tueller Johnson & Deere, P.C.
3165 E. Millrock Dr., Suite 500
Salt Lake City, Utah 84121
Attn: Stephen M. Tumblin
Email: tumblin@btjd.com

A notice delivered personally shall be effective upon such delivery or refusal of delivery. A notice delivered by express delivery service will be effective as of the date of actual delivery. A notice delivered by certified mail shall be effective as of the date of delivery indicated by the return receipt.

22. *Further Assurances.* Each of the Parties agrees to execute and deliver all such documents and perform all such acts as reasonably necessary to carry out the matters contemplated by this Agreement. By executing this Agreement, the Parties expressly agree to continue to cooperate in good faith to effectuate its purpose.

23. *Entire Agreement.* This Agreement, together with its exhibits and schedules, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and incorporates all prior agreements. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any Party to any other Party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein.

24. *Amendment; Extension; Waiver.* No amendment, modification, waiver, replacement, termination or cancellation of any provision of this Agreement will be valid, unless the same is in writing and signed by the Parties hereto. Each waiver of a right hereunder does not extend beyond the specific event or circumstance giving rise to the right. Neither the failure nor any delay on the part of any Party to exercise any right or remedy under this Agreement will operate as a waiver thereof, nor does any single or partial exercise of any right or remedy preclude any other or further exercise of the same or of any other right or remedy.

25. *Assignment.* Following Final Completion, Developer may assign its rights under this Agreement to a third-party purchaser of all or any portion of a Parcel by making a specific assignment of this Agreement to such purchaser in connection with such sale and providing

written notice to the City and upon written approval of such assignment from the City. Subject to the foregoing, this Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

26. *Third-Party Beneficiary.* This Agreement is intended only for the benefit of, and shall be enforceable by, the Parties hereto, their respective permitted successors and assigns, and not by any third parties; provided that the Owners shall be intended third-party beneficiaries of this Agreement.

27. *Governing Law.* All matters relating to the interpretation, construction, validity and enforcement of this agreement shall be governed by the internal laws of the State of Utah, without giving effect to any choice of law provisions thereof. Venue shall be in the First District Court for Box Elder County, Utah.

28. *Attorneys' Fees.* In the event that any Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any Default hereunder, then the unsuccessful Party in such action or proceeding agrees to reimburse the successful Party for the reasonable expenses of such action, including reasonable attorneys' fees, incurred therein by the successful Party.

29. *Severability.* If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent by a court of competent jurisdiction, then (a) such unenforceable provision shall be modified to the minimum extent necessary to render such provision enforceable by such court, and (b) the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforceable to the greatest extent permitted by law, provided that the fundamental purpose of this Agreement and Developer's ability to complete the Project is not defeated by such severance.

30. *Interpretation.* The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "include," "including" or words of similar import shall be deemed to be meaning "including without limitation." All time periods in this Agreement shall be deemed to refer to calendar days. If the last date on which to perform any act to be performed under this Agreement falls on a Saturday, Sunday or local, state or national holiday, the time for the performance of such act under this Agreement shall be extended through the next calendar day which is not a Saturday, Sunday or local, state or national holiday.

31. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument. Any facsimile or "PDF" signature on any counterpart of this Agreement shall be deemed to be an

original signature for all purposes and shall fully bind the party whose signature appears on the counterpart.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first above written.

DEVELOPER:

Willard Partners, LLC, a Utah limited liability company

[Signature], Manager

CITY:

WILLARD CITY CORPORATION, a political subdivision of the State of Utah

By: *[Signature]*
Its: *Kenneth Bragg*
Mayor
Quon K. Gray

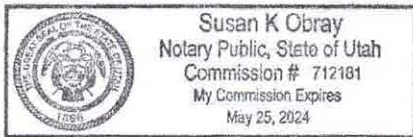


(Signature Page — Sewer Line Development and Reimbursement Agreement)

ACKNOWLEDGMENT

State of Utah
County of Box Elder

On this 23 day of November, 2021, Hollis Swain personally appeared before me,
____ who is personally known to me,
☒ whose identity I verified on the basis of Drivers License,
____ whose identity I verified on the oath/affirmation of _____,
a credible witness,
to be the signer of the foregoing document, and he/she acknowledged that he/she signed it.



Susan K. O'bray
Notary Public
My Commission Expires: May 25, 2024

Attribution Clause: This Certificate is prepared for, and exclusively belongs to, the accompanying document entitled
_____, which consists of _____ page(s) and is dated _____
If this Certificate is appropriated to any document other than the one described herein, it shall be deemed null and void.

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EXHIBIT A

Map of Parcels

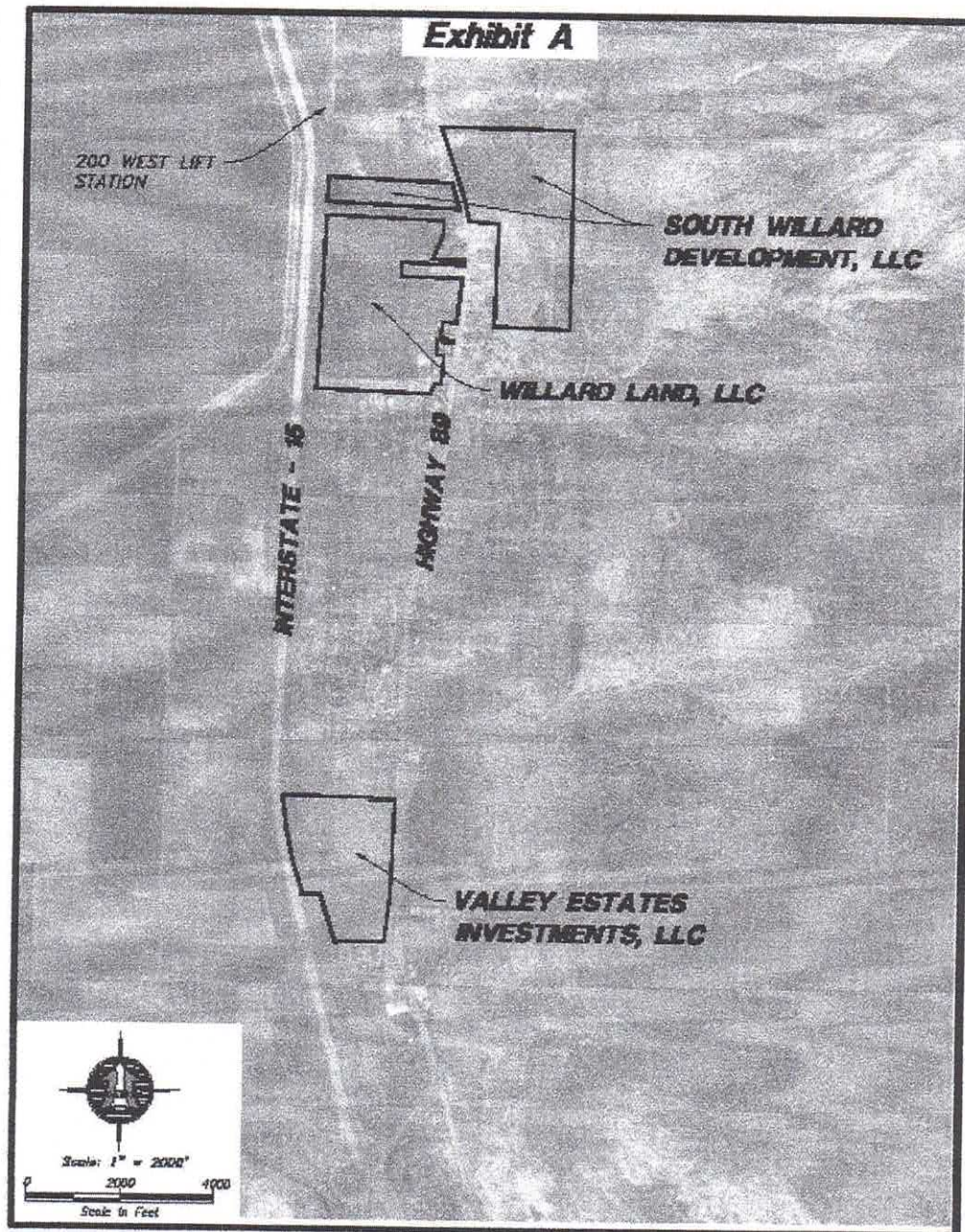


EXHIBIT B

South Willard Development LLC Parcels Legal Descriptions

Parcel No. 02-055-0121 (10.04 Acres)

BEG 2886.5 FT N & 1099.1 FT E FRM SW COR OF SEC 35, T 8N, R 2W, SLM., OPPOSITE STA 637.02.16 OF THE OL&I RR AT A DIST OF 48 FT FRM C/L FENCE PARA TO SD R R N 1°30'00" E 206.83 FT, S 88°43'00" E 2188 FT, S 38°49'00" E 93 FT, S 32°59'00" E 168 FT, N 88°36'00" W 2342 FT TO BEG.

LESS: RES.

LESS: [02-055-0120] PART OF SECTION 35, T 8N, R 2W, SLBM. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SEC 35, T 8N, R 2W, SLBM, MONUMENTED WITH A BOX ELDER COUNTY REBAR AND CAP; THENCE N 00°36'27" E 2927.36 FT ALONG THE EAST LINE OF SAID SEC 35; W 1971.78 FT TO A POINT ON THE WEST R/W LINE OF HIGHWAY 89 AND THE POB; AND RUNNING THENCE; ALONG SAID HIGHWAY R/W, SOUTHEASTERLY ALONG A SPIRAL CURVE TO THE RIGHT, WITH A CHORD OF S 17°27'36" E 104.65 FT; S 74°42'10" W 10.01 FT; N 17°50'11" W 177.38 FT; N 18°27'51" W 152.11 FT; S 87°25'41" E 10.71 FT, TO A POINT ON THE WEST R/W LINE OF HIGHWAY 89; S 18°27'51" E 148.32 FT ALONG SAID R/W TO A R/W MONUMENT AT STATION 378+17.2 (60 FT LEFT) OF PROJECT NO. FAP-126-C(1); THENCE CONTINUING ALONG SAID HIGHWAY R/W, ALONG A SPIRAL CURVE TO THE RIGHT WITH A CHORD OF S 18°22'27" E 73.24 FT TO THE POB.

Parcel No. 02-055-0122 (10.55 Acres)

BEG 2679.75 FT N & 1093.7 FT E FRM SW COR OF SEC 35, T 8N, R 2W, SLM. OPPOSITE STA 634 PLUS 95.33 OF O.L.R.R. & 48 FT DIST FRM TRACKS N 1°30'00" E 206.83 FT, S 88°36'00" E 2342 FT, S 32°59'00" E 177 FT, S 14°24'00" E 69.3 FT, N 88°30'00" W 2461 FT TO BEG.

LESS: RES.

LESS: [02-055-0120] PART OF SEC 35, T 8N, R 2W, SLBM. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SEC 35, MONUMENTED WITH A BOX ELDER COUNTY REBAR AND CAP; THENCE N 00°36'27" E 2927.36 FT ALONG THE EAST LINE OF SAID SEC 35; W 1971.78 FT TO A POINT ON THE WEST R/W LINE OF HIGHWAY 89 AND THE POB; AND RUNNING THENCE; ALONG SAID HIGHWAY R/W, SOUTHEASTERLY ALONG A SPIRAL CURVE TO THE RIGHT, WITH A CHORD OF S 17°27'36" E 104.65 FT; S 74°42'10" W 10.01 FT; N 17°50'11" W 177.38 FT; N 18°27'51" W 152.11 FT; S 87°25'41" E 10.71 FT, TO A POINT ON THE WEST R/W LINE OF HIGHWAY 89; S 18°27'51" E 148.32 FT ALONG SAID R/W TO A R/W MONUMENT AT STATION 378+17.2 (60 FT LEFT) OF PROJECT NO. FAP-126-C(1); THENCE CONTINUING ALONG SAID HIGHWAY R/W, ALONG A SPIRAL CURVE TO THE RIGHT WITH A CHORD OF S 18°22'27" E 73.24 FT TO THE POB.

Parcel No. 02-055-0117 (34.73 Acres)

A PARCEL OF LAND LYING AND SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. BASIS OF BEARINGS FOR THE SUBJECT PARCEL BEING SOUTH 00°36'27" WEST 5391.25 FEET (MEASURED) BETWEEN THE BOX ELDER COUNTY BRASS CAP MONUMENT MONUMENTALIZING THE NORTHEAST CORNER OF SAID SECTION 35 AND THE BOX ELDER COUNTY SURVEYOR'S NUMBER 5 REBAR AND PLASTIC CAP MONUMENTALIZING THE SOUTHEAST CORNER OF SAID SECTION 35. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 35, THENCE SOUTH 00°36'27" WEST 1347.81 FEET TO THE 3" IRON PIPE, SET IN CONCRETE, MONUMENTALIZING THE SOUTHEAST CORNER OF THAT PARTICULAR PARCEL OF LAND TRANSFERRED TO JOEL AND PAMELA MURRAY BY THOSE CERTAIN WARRANTY DEEDS RECORDED IN BOOK 992, AT PAGE 933 AND BOOK 951, AT PAGE 804 OF THE BOX ELDER COUNTY RECORDS, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 35 AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°36'27" WEST 729.69 FEET COINCIDENT WITH THE EAST LINE OF SAID SECTION 35 TO A NUMBER 5 REBAR AND CAP STAMPED "PLS 356548" MONUMENTALIZING THE SOUTHEAST CORNER OF SAID "PLAT OF THE ADDITION TO THE CORPORATE LIM ITS OF WILLARD CITY"; THENCE NORTH 87°49'11" WEST 2007.28 FEET COINCIDENT WITH THE SOUTH LINE OF SAID "ANNEXATION PARCEL" TO A POINT ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 89; THENCE THE FOLLOWING TWO (2) COURSES COINCIDENT WITH SAID EAST RIGHT OF WAY, 1) NORTH 18°27'27" WEST 649.47 FEET TO THE POINT OF BEGINNING OF A SPIRAL CURVE TO THE RIGHT (F.A. PROJECT NO. 126-C, ENGINEERS STATION PS 388+69.7); 2) NORTHERLY 90.83 FEET ALONG THE ARC OF A 2864.90 FOOT RADIUS SPIRAL CURVE TO THE RIGHT, LONG CHORD BEARS NORTH 18°19'09" WEST 90.79 FEET TO A NUMBER 5 REBAR AND CAP STAMPED "PLS 356548" MONUMENTALIZING THE NORTHWEST CORNER OF SAID "MARSH PARCEL" AND A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 35, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THAT PARTICULAR PARCEL OF LAND TRANSFERRED TO JOEL AND PAMELA MURRAY BY THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY 70574, IN BOOK 581, AT PAGE 587 OF SAID COUNTY RECORDS; THENCE SOUTH 88°45'07" EAST 2248.26 FEET COINCIDENT WITH SAID "SIXTEENTH SECTION LINE" AND THE SOUTH LINE OF SAID "MURRAY" PROPERTY TO THE POINT OF BEGINNING.

Parcel No. 02-055-0115 (87.96 Acres)

A PARCEL OF LAND LYING AND SITUATE IN THE EAST HALF OF SECTION 35, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. BASIS OF BEARINGS FOR SUBJECT PARCEL BEING NORTH 00°36'27" EAST 5391.25 FEET (MEASURED) BETWEEN THE BOX ELDER COUNTY SURVEYOR'S NUMBER 5 REBAR

AND PLASTIC CAP MONUMENTALIZING THE SOUTHEAST CORNER OF SAID SECTION 35 AND THE BOX ELDER BRASS CAP MONUMENT MONUMENTALIZING THE NORTHEAST CORNER OF SAID SECTION 35. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35, THENCE NORTH 00°36'27" EAST 673.64 FEET TO THE NUMBER 5 REBAR AND PLASTIC CAP STAMPED "PLS 356548" MONUMENTALIZING THE NORTHEAST CORNER OF THAT PARCEL OF LAND TRANSFERRED TO NATHAN T. ROSE BY THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NUMBER 214559, IN BOOK 929, AT PAGE 0213 OF THE BOX ELDER COUNTY RECORDS AND THE TRUE POINT OF BEGINNING; THENCE NORTH 87°40'07" WEST 1296.73 FEET COINCIDENT WITH SAID ROSE PARCEL TO THE HANSEN AND ASSOCIATES REBAR AND CAP MONUMENTALIZING THE NORTHEAST CORNER OF THE HEIL SUBDIVISION; THENCE NORTH 01°47'59" EAST 307.99 FEET ALONG THE REMAINS OF AN ANCIENT FENCE LINE TO A FENCE CORNER; THENCE THE FOLLOWING THREE (3) COURSES ALONG A FENCE LINE AND THE PROLONGATION THEREOF, (1) NORTH 02°28'18" EAST 468.92 FEET TO A NUMBER 5 REBAR AND CAP STAMPED "PLS 356548"; (2) NORTH 02°15'21" EAST 476.71 FEET TO A NUMBER 5 REBAR AND CAP STAMPED "PLS 356548"; (3) NORTH 02°07'38" EAST 485.36 FEET TO A NUMBER 5 REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 87°04'40" WEST 207.75 FEET TO A NUMBER 5 REBAR AND CAP STAMPED "PLS 356548" TO THE SOUTHEAST CORNER OF LOT 1, MARSH POINT SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF; THENCE THE FOLLOWING THREE (3) COURSES COINCIDENT WITH THE BOUNDARY OF SAID LOT 1 AND THE PROLONGATION THEREOF; 1) NORTH 02°34'52" WEST 149.80 FEET; 2) NORTH 63°49'50" WEST 25.77 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 217.00 FEET; 3) NORTHWESTERLY 130.30 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°24'13" (CHORD BEARING OF NORTH 81°01'57" WEST, CHORD LENGTH 128.35 FEET); THENCE SOUTH 77°56'36" WEST 150.18 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2924.90 FEET TO WHICH A RADIAL LINE BEARS SOUTH 77°56'43" WEST, SAID POINT ALSO BEING ON THE EASTERN RIGHT-OF-WAY LINE US HIGHWAY 89; THENCE NORTHWESTERLY 225.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°24'27" (CHORD BEARING OF NORTH 14°15'31" WEST, CHORD LENGTH 224.94 FEET) THENCE NORTH 17°47'39" WEST 202.08 FEET; THENCE NORTH 18°27'51" WEST 374.41 FEET) THENCE SOUTH 87°49'11" EAST 2005.17 FEET; THENCE SOUTH 00°36'27" WEST 618.12 COINCIDENT WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE NUMBER 5 REBAR AND CAP STAMPED "PLS 356548" MONUMENTALIZING THE EAST QUARTER CORNER THEREOF; THENCE SOUTH 00°36'27" WEST 2021.99 FEET COINCIDENT WITH THE EAST LINE OF SAID SOUTHEAST QUARTER SECTION TO THE POINT OF BEGINNING.

Parcel 02-055-0070 (0.51 Acres)

LOT 01, MARSH POINT SUBDIVISION. PRT SEC 35, T 8N, R 2W, SLM.

Parcel 02-055-0116 (0.56 Acres)

COM AT THE BOX ELDER COUNTY MONUMENT REPRESENTING THE NE CORNER OF SEC 35, T 8N, R 2W, SLBM. BEG S 00°36'27" W 2910.73 FT ALONG THE SEC LINE; W 1569.64 FT TO THE TRUE POINT OF BEGINNING; THENCE N 87°04'40" W 164.10 FT TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SW HAVING A RADIUS OF 2924.90 FT TO WHICH A RADIAL LINE BEARS S 80°38'39" W, SAID POINT ALSO BEING ON THE EASTERN R/W LINE US HIGHWAY 89; NWRLY 137.87 FT ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°42'03" (CHORD BEARING OF N 10°42'22" W, CHORD LENGTH 137.86 FT); N 77°56'36" E 150.18 FT; S 13°40'37" E 180.31 FT TO THE POB.

EXHIBIT C

Willard Land LLC Parcel Legal Description

A PART OF THE SOUTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 8 NORTH, RANGE 2 WEST AND PART OF THE NORTHEAST QUARTER AND NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE NORTHEAST CORNER OF THE KEVIN COLE SUBDIVISION FILED AS ENTRY NO. 342604 IN THE FILES OF THE BOX ELDER COUNTY RECORDER, SAID POINT BEING LOCATED ON THE WEST RIGHT-OF-WAY LINE OF HIGHWAY 89 LOCATED 2005.78 FEET NORTH 88°03'03" WEST ALONG THE SOUTH LINE OF SAID SECTION 35 AND 167.19 NORTH 07°00'15" EAST FROM THE SOUTHEAST CORNER OF SAID SECTION 35;

RUNNING THENCE ALONG THE BOUNDARY LINE OF SAID KEVIN COLE SUBDIVISION THE FOLLOWING TWO (2) COURSES; (1) NORTH 87°52'29" WEST 149.60 FEET; AND (2) SOUTH 02°24'14" WEST 317.71 FEET TO THE NORTHEAST CORNER OF THE DIANNA COLE DYE PROPERTY, TAX ID. NO. 01-040-0226; THENCE ALONG THE BOUNDARY LINE OF SAID DYE PROPERTY THE FOLLOWING TWO COURSES: (1) NORTH 87°09'40" WEST 12.00 FEET; AND (2) SOUTH 03°06'20" WEST 187.86 FEET TO THE NORTH BOUNDARY LINE OF THE MICA ANN ZDUNICH PROPERTY, TAX ID. NO. 01-040-0031; THENCE ALONG THE BOUNDARY LINE OF SAID ZDUNICH PROPERTY THE FOLLOWING THREE COURSES; (1) NORTH 86°30'05" WEST 97.00 FEET; (2) SOUTH 02°42'19" WEST 32.49 FEET; AND (3) SOUTH 25°30'43" WEST 163.59 FEET TO THE NORTH BOUNDARY LINE OF THE FARMS IN SOUTH WILLARD PHASE 1, FILED AS ENTRY NO. 155362 IN THE FILES OF THE BOX ELDER COUNTY RECORDER; THENCE ALONG SAID NORTH BOUNDARY LINE AND THEN THE NORTH BOUNDARY LINE OF PETTINGILL ESTATES SUBDIVISION FILED AS ENTRY NO. 236125 IN THE FILES OF THE BOX ELDER COUNTY RECORDER NORTH 87°38'48" WEST 1937.28 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE ABANDONED U.I.C. RAILROAD; THENCE NORTH 02°48'02" EAST 2976.11 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF THE HARRY L. MCLEOD PROPERTY, TAX ID. NO. 02-055-0023; THENCE SOUTH 87°04'58" EAST 1986.66 FEET ALONG THE SOUTH BOUNDARY LINE OF SAID MCLEOD PROPERTY TO THE NORTHWEST CORNER OF THE DAVIS FAMILY SUBDIVISION, FILED AS ENTRY NO. 354349 IN THE FILES OF THE BOX ELDER COUNTY RECORDER; THENCE ALONG THE WEST BOUNDARY LINE OF SAID DAVIS FAMILY SUBDIVISION THE FOLLOWING TWO (2) COURSES: (1) SOUTH 02°02'24" WEST (SOUTH 00°38'50" WEST BY RECORD) 230.00 FEET; AND (2) SOUTH 18°12'24" WEST (SOUTH 16°48'50" WEST BY RECORD) 118.57 FEET TO THE NORTHWEST CORNER OF SHADY ACRES SUBDIVISION; THENCE ALONG THE BOUNDARY LINE OF SAID SHADY ACRES SUBDIVISION THE FOLLOWING TWO (2) COURSES; (1) SOUTH 24°16'54" WEST (SOUTH 23°53'20" WEST BY RECORD) 350.00 FEET; AND (2) SOUTH

87°23'58" EAST (SOUTH 87°47'32" EAST BY RECORD) 540.20 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 89; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES; (1) SOUTHERLY ALONG A NON-TANGENT CURVE TO THE RIGHT ON THE ARC OF A 2804.90 FOOT RADIUS CURVE, A DISTANCE OF 54.98 FEET, CHORD BEARS SOUTH 04°24'00" WEST 54.98 FEET, HAVING A CENTRAL ANGLE OF 01°07'23"; (2) SOUTHERLY TO THE RIGHT ON THE ARC OF A SPIRAL CURVE WHOSE LONG CHORD BEARS SOUTH 03°27'46" WEST 11.06 FEET TO THE NORTHEAST CORNER OF THE FORREST R. ROGERS PROPERTY, TAX ID. NO. 02-055-0102; THENCE NORTH 87°23'58" WEST 627.57 FEET ALONG THE NORTH BOUNDARY LINE OF SAID ROGERS PROPERTY AND THEN TRACY NICHOLAS NELSON TTEE PROPERTY, TAX ID. NO. 02-055-0103; THENCE SOUTH 38°17'12" WEST 157.88 FEET; THENCE SOUTH 07°32'25" WEST 111.85 FEET TO THE SOUTH BOUNDARY LINE OF SAID NELSON PROPERTY; THENCE SOUTH 87°21'30" EAST 712.83 FEET ALONG SAID SOUTH BOUNDARY LINE TO THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 89; THENCE SOUTH 07°00'15" WEST 782.38 FEET ALONG SAID WEST BOUNDARY LINE TO THE NORTHEAST CORNER OF THE BLAINE E. ANDERSON PROPERTY, TAX ID. NO. 02-055-0066; THENCE ALONG THE BOUNDARY LINE OF SAID ANDERSON PROPERTY THE FOLLOWING FIVE (5) COURSES; (1) NORTH 86°04'47" WEST 229.35 FEET; (2) SOUTH 07°25'09" WEST 191.53 FEET; (3) SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT ON THE ARC OF A 283.00 FOOT RADIUS CURVE, A DISTANCE OF 66.14 FEET, CHORD BEARS SOUTH 53°38'59" EAST 65.99 FEET, HAVING A CENTRAL ANGLE OF 13°23'26"; (4) IN A SOUTHEASTERLY DIRECTION OF A REVERSE TANGENT CURVE TO THE LEFT OF A 217.00 FOOT RADIUS CURVE, A DISTANCE OF 136.44 FEET, CHORD BEARS SOUTH 64°58'01" EAST 134.20 FEET, HAVING A CENTRAL ANGLE OF 36°01'30"; AND (5) SOUTH 82°58'46" EAST 45.27 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 89; THENCE SOUTH 07°00'15" WEST 236.25 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. CONTAINING 142.87 ACRES.

EXHIBIT D

Valley Estates Parcel Legal Description

Parcel 1: 01-045-0118

All the following lying East of Interstate I-15: Beginning at a point 31 rods North of the Northeast corner of the Southwest Quarter of Section 11, Township 7 North, Range 2 West, Salt Lake Base and Meridian, running thence South 40 rods, thence West 240 rods, thence North 40 rods, thence East 240 rods to the point of beginning.

- LESS the Oregon Short Line/Utah Northern Railroad (now Union Pacific Railroad)
- LESS the former Ogden Logan & Idaho/Utah Idaho Central Railroad (now Utah State Road Commission)
- LESS that portion deeded to the State Road Commission of Utah (45-274)
- LESS that portion condemned by the State Road Commission of Utah (109-179) [excluding those portions deeded back by 429-71 & 72]
- LESS 8300 South Street as dedicated by the recorded plat of 8300 South Street Church Subdivision (#281929)

Parcel 2: 01-045-0015

All of the following lying East of the Interstate I-15: Beginning 131 rods North of the Southwest corner of Section 11, Township 7 North, Range 2 West, Salt Lake Base and Meridian, running thence North 20 rods, thence East 160 rods, thence South 20 rods, thence West 160 rods to the point of beginning.

- LESS the Oregon Short Line/Utah Northern Railroad (now Union Pacific Railroad)
- LESS the former Ogden Logan & Idaho/Utah Idaho Central Railroad (now Utah State Road Commission)
- LESS that portion deeded to the State Road Commission of Utah (45-517)
- LESS that portion condemned by the State Road Commission of Utah (109-179) [excluding those portions deeded back by 429-71 & 72]

Parcel 3: 01-045-0031 and 01-045-0047

All the following lying East of the Interstate I-15: Beginning 91 rods North of the Southwest corner of Section 11, Township 7 North, Range 2 West, Salt Lake Base and Meridian, running thence North 40 rods, thence East 160 rods, thence South 40 rods, thence West 160 rods to the point of beginning.

- LESS the Oregon Short Line/Utah Northern Railroad (now Union Pacific Railroad)
- LESS the former Ogden Logan & Idaho/Utah Idaho Central Railroad (now Utah State Road Commission)
- LESS those portions deeded to the State Road Commission of Utah (45-450 and 106-599)

Parcel 4: 01-045-0016

All the following lying East of the Union Pacific Railroad right of way: Beginning 41 rods North of the Southwest corner of Section 11, Township 7 North, Range 2 West, Salt Lake Base and Meridian, running thence West 80 rods, thence North 50 rods, thence East 240 rods, thence South 50 rods, thence West 160 rods to the point of beginning.

- LESS the former Ogden Logan & Idaho/Utah Idaho Central Railroad (now Utah State Road Commission)
- LESS that portion deeded to Box Elder County (20-171)
- LESS those portions deeded to the State Road Commission of Utah (57-192, 83-154 and 105-543)

EXHIBIT E

Scope of Work

Plans and specification produced by Hansen and Associates, Inc., and previously provided to the City are incorporated herein by reference.

EXHIBIT F

Survey Standards and Form of Survey Certification

The survey shall be an ALTA/NTPS survey and shall show the following:

1. If the survey covers several parcels: (a) show the interior lines of each parcel with calls and distances; and (b) indicate on the survey that the parcels are contiguous and there are no gaps or gores between the parcels.
2. Specifically note, and indicate the extent of, any encroachments pursuant to 5(C) and Table A Item 11 of the ALTA/NSPS Minimum Standard Detail Requirements, or indicate that there are none.
3. The survey must indicate the approximate location of water, storm and sanitary sewer, gas and electric mains and of easements for such utilities. Show the approximate location of each existing and proposed utility line all the way to the point at which it enters the perimeter of the property, if possible, and any physical evidence of the utility on the property (i.e. water meters, manholes, transformers or gas valves) pursuant to ALTA/NSPS Minimum Standard Detail Requirements Items 5(E) and 6(C)(ii), as well as Table A Item 11.
4. The 2016 ALTA/NSPS Certification must be certified to the City and the Owners and must appear on the survey itself, sealed and with the signature of the surveyor as follows:

To (name of insured, if known), (name of lender, if known), (name of insurer, if known), (names of others as negotiated with the client):

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items _____ of Table A thereof. The fieldwork was completed on _____ [date].

Date of Plat or Map: _____ (Surveyor's signature, printed name and seal with Registration/License Number)

EXHIBIT G

Governmental Agencies for Permits

Willard City

Utah Transit Authority

EXHIBIT H

Project Budget
(attached)

EXHIBIT J

Description of City Property

[Legal description and survey showing location of Willard City easements within Willard City's 200 West right-of-way to be added].

EXHIBIT E
(Annexation Request)

WILLARD CITY ANNEXATION PETITION APPLICATION

Annexation Information

Proposed Name of Annexation: Old Farm _____

Application Date: April 2022 _____

Location of Property: Approximately 7140 South Highway 89 Box Elder County _____

Total Acreage of Proposed Annexation: 142.86 _____

Total Number of Parcels in Proposed Annexation: 10 parcels owned by Willard Land LLC and 1 parcel owned by Willard Farm Development Corp. _____

Current Use of Property
Agriculture _____

Surrounding Land Uses: North Agricultural, South single family residential subdivision, East Highway 89 and single family residential, West Interstate -15 _____

Requested Zoning: Master Planned Community Zone _____

Percentage of the Private Real Property within the Proposed Annexation is Represented by the Signatures of the Owners: 100% _____

Percentage of the Value of Private Real Property within the Annexation Plat is Represented by the Signatures of the Owners: 100 % _____

Sponsor Information

Sponsor Name / Authorized Agent: H Lewis Swain _____

Phone: 801-550-1377 _____ E-mail: hlswain@gmail.com _____

Address, City, State, Zip: 1688 N. Canyon Circle Farmington Ut. 84025 _____

Engineer or Surveyor Information

Name of Surveyor or Engineer: Jim Flint _____

Phone: 435-723-3491 _____

Address, City, State, Zip: Hansen Engineering 538 N Main Brigham City Ut. 84302

E-mail: jimf@haies.net

*****NOTE*****

Per Utah State Code Section 10-2-403(7), it is the responsibility of the **SPONSOR** of a Petition for Annexation to deliver to the County Clerk a complete copy of the same petition to annex property on the same calendar day the petition is file with the City.

Annexation Petition Requirements

☒ Completed Annexation Petition Application

☐ File Petition with City Recorder

☐ A Statement of Proposed Intent for the properties contained within the area petitioned for annexation.

☒ A copy of notices sent to affected entities:

- Box Elder County
- Bear River Health Department
- Bear River Water Conservancy District
- Box Elder County Mosquito Abatement District
- Box Elder School District

☒ Plat: One (1) 24 x 36 and one (1) 11 x 17 plat map of the area proposed to be annexed prepared by a licensed surveyor. This map must identify each parcel, labeled with the owners' name, the tax identification number, acreage, and the proposed zoning of the annexation area.

☐ A Mylar copy of the plat of the area to be annexed must be submitted prior to the final public hearing before the City Council and shall be prepared in ink by an Engineer or Land Surveyor licensed in the State of Utah. The Mylar plat shall be of such size and material as is acceptable for filing with the Box Elder County Recorder.

a. The title block of the Mylar must contain the following verbiage above the City Council's signature block: This is to certify that we the undersigned of the Willard City Council have adopted a resolution of its intent to Annex the tract of land shown herein and have subsequently adopted an ordinance annexing said tract into Willard City, Utah and that a copy of the ordinance has been prepared for filing herewith all in accordance with Utah Code Section 10-2-418 as revised and that we have examined and do hereby approve and accept the annexation of the tract as shown as part of Willard City and that said tract of land is to be known hereafter as the Old Farm annexation.

☒ An accurate Legal Description for the Complete Boundary of the proposed Annexation prepared by a licensed Surveyor.

☐ Application and processing fees, as specified in the current Willard City fee schedule.

☒ Affidavits of each Property Owner included in the annexation who is requesting that the City annex their property by resolution by a notary public for each.

☒ Completed Record of Petitioned Properties. In order to constitute a complete and viable Petition, the Record of Petitioned Properties must contain the signatures of property owners that make up at least:

- 50% of the land area included in the Petition for Annexation
- 33% of the property value, according to the County Assessor's Office valuations, of all properties included in the Petition for Annexation.

☒ Stamped and preaddressed envelopes for each owner of record of each parcel located entirely or partly within 300 feet from any boundary of the property in unincorporated Box Elder County or adjacent

Annexation Petition Requirements

1. Completed Annexation Petition Application

2. The Petition with City Recorder

3. A statement of proposed intent for the proposed annexation - within the area petitioned for annexation.

4. A copy of notices sent to affected entities:

- Box Elder County
- Bear River Health Department
- Bear River Water Conservation District
- Box Elder County Mosquito Abatement District
- Box Elder School District

5. A map (one (1) 11 x 17 inch map of the area proposed to be annexed, prepared by a licensed surveyor. This map must identify each parcel included with the owners' names, the tax identification number, acreage and the proposed zoning of the annexation area.

6. A signed copy of the plan of the area to be annexed must be submitted prior to the final public hearing before the City Council and shall be prepared in ink by an Engineer or Land Surveyor licensed in the State of Utah. The plan shall be of such size and material as is acceptable for filing with the Box Elder County Recorder.

7. The title block of the map must contain the following verbiage above the City Council's signature block: This is to certify that we the undersigned of the Willard City Council have adopted a resolution of intent to Annex the tract of land shown on the map and have subsequently adopted an ordinance annexing said tract into Willard City, Utah and that a copy of the ordinance has been prepared for filing herewith in accordance with Utah Code Section 17-2-4.8 as amended and that we have examined and do hereby approve and accept the annexation of the tract as shown as part of Willard City and that said tract of land is a not a new parcel as the Box Elder County annexation.

8. An accurate legal description for the Complete Boundary of the proposed Annexation prepared by a licensed surveyor.

9. Application and processing fees as specified in the current Willard City fee schedule.

10. Affidavits of each property owner included in the annexation who is requesting that the City annex their property by resolution by a majority of the City Council.

11. Completed record of Petitioned Properties. In order to constitute a complete and viable petition the record of Petitioned Properties must contain the signatures of property owners that make up at least 20% of the land area included in the Petition for Annexation.
• 17% of the property value according to the County Assessor's Office valuation of all properties included in the Petition for Annexation.

12. Stamped and processed envelopes for each owner of record of each parcel included hereby or hereby within 300 feet from any boundary of the property in which appeared the Willard County Assessor's

municipalities, together with a mailing list for those owners. The names and addresses shall be as shown on the most recently available Box Elder County tax assessment rolls.

_____ Supporting materials, as applicable and requested

I certify that this application and all information submitted as part of this application is true, complete, and accurate to the best of my knowledge. Should any of the information or representations submitted in connection with this application be inaccurate, I understand that Willard City may deny or rescind any approval, or take any other legal action at equity or law. I also acknowledge that I have reviewed the application sections of the Utah State Code and the items contained in this application are the basic and minimum requirements only and that other requirements may be imposed.

Willard Land LLC
H. Lewis Swain
Signature *manager*

4-14-22
Date

AFFIDAVIT

PROPERTY OWNER

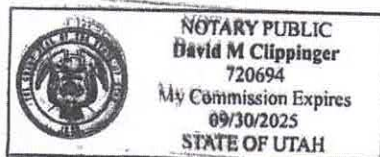
State of Utah }
County of Davis } ss

I/we, H Lewis Swain, being duly sworn, depose and say that I/we am/are the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects and true and correct to the best of my/our knowledge. I/we also acknowledge that I/we have received written instructions regarding the application for which I/we am/are applying, and Willard City staff has indicated they are available to assist me in making this application.

H Lewis Swain
manager (Property Owner)

(Property Owner)

Subscribed and sworn to me this 14 day of April, 2022.



[Signature]

Notary Public

Residing in Davis County, Utah
My Commission Expires: 9-30-2022

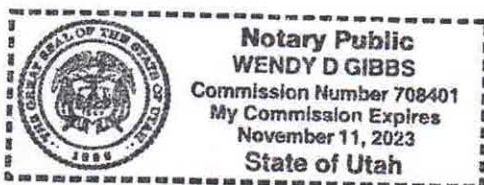
AGENT AUTHORIZAITON

I/we, Cliff Cole, being the owner(s) of the real property described in the attached application, do authorize as my/our agents(s) Willard Land LLC to represent me/us regarding the attached application and to appear on my/our behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

Cliff Cole
(Property Owner)

(Property Owner)

Dated this 14th day of April, 2022, personally appeared before me
Cliff Cole, the signer(s) of the agent authorization who dully acknowledged to me that they executed the same.



Wendy D Gibbs Notary Public

Residing in Davis County, Utah
My Commission Expires: 11-11-23

RECORD OF PETITIONED PROPERTIES FOR ANNEXATION

Record of Petitioned Properties Must Include All Properties to be Included in the Proposed Annexation with All Listed Information for Each Property and the Signature of All Property Owners Consenting to the Annexation

[illegible]