

**NIBLEY CITY
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement"), entered into this 8th day of October, 2025, between TL&P Holdings, LLC., a corporation, ("Developer") and NIBLEY CITY, ("City"), and

WHEREAS, Developer desires to develop certain portion on land known as NIBLEY COACH (the "Development"), more particularly described as follows:

03 - 019 - 0012

Part of the Northwest Quarter of Section 21, Township 11 North Range 1 East of the Salt Lake Baseline and Meridian described as follows:

Commencing at the Northwest Corner of Section 21, Township 11 North, Range 1 East of the Salt Lake Baseline and Meridian monumented with a brass cap; thence S 00°26'13"E 1332.05 feet along the West line of the Northwest Quarter of said Section 21; thence S 89°22'47" W 24.75 feet to the POINT OF BEGINNING and running

thence N 89°31'32" E 666.23 feet;

thence N 00°25'00" W 0.75 feet ½" rebar at the Southwest Corner of Lot 11, Elkhorn Ranch Unit II recorded in Cache County Recorder's Office under Entry No. 442245 on April 8, 1981;

thence N 89°34'08" E 63.00 feet along the boundary of Elkhorn Ranch Unit II;

thence S 22°36'17"E 16.20 feet;

thence S 00°24'56" E 217.16 feet;

thence S 02°45'03" E 60.05 feet;

thence S 00°25'20" E 95.00 feet;

thence S 89°34'40" W 737.66 feet;

thence N 00°26'13" W 385.79 feet to the point of beginning, containing 6.525 acres, more or less.

WHEREAS, plans for the Development are on file with City and are incorporated by reference herein; and

WHEREAS, it is necessary for the interest of the public welfare that improvements to be made be constructed in accordance with the specifications set forth in said plans and as provided by Nibley City Ordinances and Design Standards; and

WHEREAS, Developer desires to record a final plat of the Development in order to obtain building permits and construct structures after the necessary infrastructure is installed, approved and accepted; and

WHEREAS, in accordance with said Nibley City ordinances, including Chapter 21.14 of the Nibley City Code, the Developer is required to furnish security for the completion of all improvements.

NOW THEREFORE, to induce City to approve said plans and allow use of city-owned utilities and access and/or other improvements, Developer does hereby unconditionally promise and agree with City as follows:

1. Developer hereby acknowledges receipt of a copy of the Nibley City Subdivision Ordinance. Developer hereby acknowledges that Developer has read the Subdivision Ordinance (or that an agent of Developer has), and that Developer understands the provisions of the Subdivision Ordinance and that Developer will fully and completely comply with the provisions and requirements therein contained.

2. In accordance with Nibley City Code 21.14, Developer shall tender to City Improvement Completion Assurance in the amount of \$110,879.73, which is the original bond amount of \$1,434,495.22 less the amount of work already completed of \$1,323,615.49 Subject to Section 17 below, in the event that Developer shall fail or neglect to fulfill the obligations under this Agreement, City may foreclose on the Improvement Completion Assurance and construct or cause to be constructed said streets and other improvements as shown on said plans as required by City ordinances and Design Standards. Upon completion of said improvements Developer shall be liable to pay to, and indemnify City for, the final total cost actually incurred by City in foreclosing on the Improvement Completion Assurance and completing all required improvements, including but not limited to, engineering, legal and contingent costs, together with any damages which City may sustain on account of the failure of Developer to carry out and execute all of the provisions of this Agreement, which said sums are secured by the Improvement Completion Assurance.

Notwithstanding the foregoing, prior to Developer's obligation to pay City for the foregoing costs, if necessary, City shall provide Developer with actual invoices, bills of sale, receipts, or other reasonably acceptable documentation, as determined by Developer in its reasonable discretion, evidencing such actual costs incurred by City. Developer's liability shall in no way be limited to the amount of the Improvement Completion Assurance. At the discretion of Developer and per the Nibley City Financial Assurance Code and Process, this Improvement Completion Assurance may be included as a provision or part of the Surety Bond specified below.

3. Developer hereby acknowledges that the execution of this Agreement, on its own. Does not constitute final plat approval nor permission to begin development, and that any such approvals granted by the City may be granted only upon Developer's compliance with the terms of Nibley City Ordinances, Design Standards, and this Agreement.

4. Developer shall complete all improvements in substantial accordance with the approved construction drawings, landscape plan, final plat, applicable City codes, statutes, and ordinances, and to the fullest extent permitted under the laws of the City, State of Utah, and United States (collectively, the "Vested Rights").

Developer shall construct each sewer manhole collar and each water valve collar in appropriate locations according to the approved construction drawings. Developer must either pay the City a "street tree fee" for the purchasing and installing of trees within the Development or purchase and install the street trees as improvements to the Development. The number of trees total 68 and the type of tree is referenced in the Landscape plan approved by Nibley City Administrative Land Use Authority. The City fee for all 68 trees is \$23,780.33 or \$349.71 per tree as calculated in the Street Tree Cost letter in Exhibit A. If the Developer elects to purchase and plant the street trees, Developer will have up to 2 years after the completion of the Development to install street trees adjacent to constructed homes. At the end of the 2-year period, the Developer may choose to pay the per tree cost to the City for any unplanted trees after which the City will assume the responsibility to construct the remaining trees; request to extend tree planting for another 2 years; or install the remaining trees after providing reasonable means for watering and maintenance. While the street trees remain an obligation of the Developer, a proportional portion of the Surety Bond will remain in place to guarantee the cost of installation. In all cases, proportional financial assurances shall be held by the Developer until improvements are completed per the prescribed improvement completion, inspection, and acceptance process and the financial assurance release process, as set forth in Nibley City Code, this Agreement, and the terms of any specific agreement, instrument, or document governing the financial assurances.

5. Developer shall enter into a Private Water Utility Agreement for privately owned water infrastructure within the project. The Private Water Utility Agreement must be completed and recorded on the property prior to or simultaneously with recordation of the final plat.

6. Developer shall complete a Storm Water Management BMP Maintenance Agreement for privately owned storm water infrastructure within the project. The Storm Water Management BMP Maintenance Agreement shall be completed and recorded on the property prior to or simultaneously with recordation of the final plat.

7. Developer shall supply the City with water rights or shares for the development. The amount of shares shall be calculated using Utah R309-510 for indoor and outdoor culinary and irrigation use and reviewed and approved by the City Engineer.

8. Developer shall be responsible for the maintenance, repair, and upkeep of all public improvements until such improvements are completed and are inspected and officially accepted by the City. The City shall not be liable for any damage or deterioration of such improvements prior to acceptance. Developer shall provide Improvement Completion Assurance or a Surety Bond in accordance with NCC 21.14 in the sum equal to ten percent (10%) of the estimated costs of all improvements, in the amount of \$143,449.52 installed in the Development as estimated by the City Engineer for the period of Developer's warranty on the improvements in the Development as described in Nibley City Code 21.14.050. The Surety Bond shall meet all the criteria outlined in Nibley City Code Chapter 21.14. At the discretion of Developer and per the Nibley City

Financial Assurance Code and Process, this Surety Bond may be included may be included as a provision or part of the Improvement Completion Assurance specified in Paragraph 2 above.

a. Warranty. The Developer shall warrant that the improvements, each and every one of them, will be free from defects for a period of one (1) year from the date that the City accepts the improvements when completed by the Developer, or on behalf of the Developer, and as requested by the Developer for conditional acceptance as provided by separate agreement or by law.

9. HOA / Development or adjacent property owner as applicable, is responsible for the upkeep and maintenance of all common areas within the project.

10. Developer shall comply with all applicable federal, Utah State, county, and City ordinances, requirements, regulations, standards, and laws that are currently in effect or pending adoption pursuant to Utah Code Ann. § 10-9a-509, including zoning except as expressly and specifically modified by this Agreement ("Applicable Law") for each aspect of this Development, including payment of fees and compliance with design and construction standards. Nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all such Applicable Law as now existing and as enacted and/or amended prior to construction, subject to Developer's Vested Rights as set forth in below. In the event of a conflict between this Agreement and any applicable federal, state, or county requirement, regulation, or law, the federal, state, or county requirement, regulation, or law shall prevail to the extent of such conflict.

11. Developer shall pay all development fees in accordance with City Codes and the City's Consolidated Fee Schedule prior to final approval to begin construction activity and/or recordation of final plat.

12. Developer shall not engage in any construction or disturbance of soil in the Development prior to issuance of the Notice to Proceed by the Public Works Director. The Notice to Proceed shall not be unreasonably withheld, conditioned, or delayed by the Public Works Director or the City. In the event the Public Works Director is unavailable to issue such Notice to Proceed in a timely manner then the City Engineer or City Manager shall be authorized to issue the same without the need for any additional consents or approvals.

13. Upsizing. City shall not require Developer to "upsized" any public improvements (i.e., to construct the improvements to a size larger than required to service the Development) unless the City agrees to compensate Developer for the pro rata cost incurred as a result of such upsizing. Compensation to Developer for any upsizing of improvements shall be agreed to by Developer and the City as part of a customary reimbursement agreement which may be entered into by such parties; provided, however, execution of such reimbursement agreement shall not be deemed as a condition precedent to Developer commencing construction and/or the City processing and issuing or approving any applications submitted by Developer.

14. Vested Rights and Reserved Legislative Powers.

a. **Vested Rights.** Developer may develop the Development in accordance with the Vested Rights. The parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity. The parties specifically intend that this Agreement grants to Developer “vested rights” as that term is also construed in Utah’s common law and pursuant to Utah Code Ann. § 10-9a-509.

b. **Construction Improvements.** Developer shall construct improvements in accordance with all City codes, ordinances, and standards (“City Requirements”) adopted by the Nibley City Council at the time of vesting. City staff and Developer will work in good faith to develop construction improvement plans that meet City Requirements; however, if items on the construction plans are identified by the City or Developer to be non-compliant with City Requirements, Developer shall construct improvements according to City Requirements.

c. **Applicable Development Regulations.** Neither the City nor any department or agency of the City shall impose upon the Development (whether by initiative, or other means) any ordinance, resolution, rule, regulation, standard, directive, condition, or other measure (each a “New Law”) that reduces or impacts the rights provided by this Agreement or by the Vested Rights. For example, a New Law conflicts with this Agreement or the Vested Rights if it does any of the following in a way that is more restrictive than the current law, whether by targeting this Development specifically or as part of a general law:

- i. Changes the allowed uses of the Development;
- ii. Limits or controls the speed, order, or timing of the approval or construction of any part of the Development, unless allowed by this Agreement or current law; or
- iii. Applies a new rule to the Development that is not applied uniformly to similar projects or properties across the City.

d. **Legislative Powers.** The City shall process each application of the Developer consistent with the Vested Rights, provided that nothing in this Agreement shall limit the future exercise of the police power and legislative authority of the City, which power and authority is expressly reserved and retained. Notwithstanding such retained power, no New Law that conflicts with this Agreement or the Vested Rights shall apply to the Development unless the City finds and determines that the policies, facts, and circumstances satisfy the compelling, countervailing public interest exception to the vested rights doctrine, consistent with Utah Code Ann. § 10-9a-509 and *Western Land Equities v. City of Logan*, 617 P.2d 388 (Utah 1980). Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any New Law that may affect the Vested Rights, this Agreement, or the Development.

15. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto mentioned and permitted successors and assigns; provided, however, that this Agreement cannot be assigned, transferred or conveyed by either party, without the express, written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

16. Default. An "Event of Default" shall occur under this Agreement if any party fails to perform its obligations hereunder when due and the defaulting party has not performed the delinquent obligations within ninety (90) days following delivery to the defaulting party of written notice of such delinquency and/or default. Notwithstanding the foregoing, if the identified default or delinquency cannot be reasonably cured with the foregoing 90-day period, the defaulting party shall not be in default so long as said defaulting party commences to cure the identified default within that 90-day period and diligently continues such cure in good faith until complete. Prior to either party exercising any default remedies set forth herein, the non-defaulting party hereby agrees to meet and confer with the defaulting party to explore and determine, in good faith, a mutually acceptable resolution to cure the default or an acceptable plan to cure the default in the future.

17. Termination. Notwithstanding anything in this Agreement to the contrary, the term of this Agreement shall be until ten (10) years after this Agreement is recorded (unless earlier terminated or modified by written amendment as set forth below). The term may be extended automatically for up to two (2) periods of five (5) years each if no Event of Default remains uncured, or Developer has commenced any curing activities. Upon termination or expiration of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the City and the defaulting party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the term or termination of this Agreement shall be rescinded or limited in any manner.

18. Force Majeure. Any prevention, delay, or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations, or controls; pandemics or epidemics; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period of time equal to the duration of that prevention, delay, or stoppage. In the event of such force majeure, the affected party shall notify the other party as soon as reasonably possible and shall do everything possible to resume its performance under this Agreement. If the period of non-performance exceeds ninety (90) days, the party not affected by the force majeure event may terminate this Agreement by giving thirty (30) days' notice to the affected party.

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

To the Developer:

TL&P Holdings, LLC
Attn : Skyler Jenks.
222 W 2850 N, Suite B
North Logan, UT 84341
Skyler@capitagroup.us

To the City:

Nibley City

Attn: _____

Email: _____

20. Applicable Law and Venue. 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. The Parties hereby submit to the exclusive jurisdiction of the federal and state courts in the State of Utah located in Cache County in any suit or proceeding arising out of or relating to this Agreement.

21. Estoppel Certificate. If no Event of Default has occurred or remains uncured in the provisions of this Agreement and upon five (5) days prior written request by Developer or a sub-developer, the City will execute an estoppel certificate to any third party certifying that Developer (or a sub-developer), as the case may be, at that time is not known by the City to be in default of the terms of this Agreement.

22. Relationship of the Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement, or fiduciary relationship between the City and the Developer.

23. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

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

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

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

27. No Third Parties. This Agreement, and all Exhibits thereto, is intended for the sole benefit of the named parties thereto. No third party, except for permitted successors and assigns, shall have any right to enforce any of the terms or obligations herein.

28. Recordation and Running with the Land. This Agreement shall be recorded in the chain of title for the Development. This Agreement shall be deemed to run with the land.

29. **Attorney Fees.** Both parties shall pay for their own attorney fees and costs arising out of or connected in any way to the execution of this Agreement. Any Party that prevails in any legal proceeding, including court proceedings, arbitration, and administrative proceedings, to enforce this Agreement or adjudicate any issues under or in connection with this Agreement will be entitled to recover its reasonable attorney fees, costs, and expenses of such proceeding.

30. **Indemnification.** Each of the parties agrees to indemnify and hold harmless the other party, including its officers, employees, and agents, for damages, claims, suits, and actions arising out of the indemnifying party's (including officers', employees', or agents') negligent or intentional errors or omissions in connection with this Agreement.

31. **Insurance.** Developer shall procure and maintain general liability insurance in an amount no less than one million dollars (\$1,000,000.00) per occurrence, with the City named as an additional insured, for any claims related to the project. Proof of such insurance shall be provided to the City prior to the commencement of work.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

NIBLEY CITY

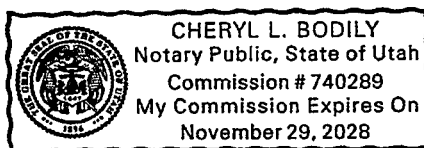
By: Justin Maughan
Its: City Manager

TL&P Holdings, LLC

By: Skyler Jenks
Its: Manager

STATE OF UTAH)
 :SS
County of Cache)

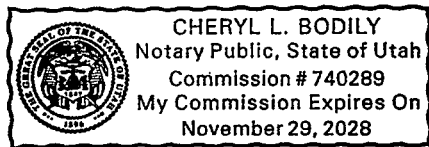
On this 15 day of October, 2025, personally appeared before me JUSTIN MAUGHAN, City Manager, the signer of the within instrument, who duly acknowledged to me that he executed the same as City Manager for Nibley City Corporation.



Cheryl Bodily
NOTARY PUBLIC

STATE OF UTAH)
 : ss
County of Cache)

On the 15 day of October, 2025, personally appeared before me, Skyler Jenks, who being by me duly sworn did say that he is the Manager of TL&P Holdings, LLC, a Utah corporation, and that the within and foregoing instrument was signed on behalf of said limited liability company with property authority and duly acknowledged to me that she/he executed the same.



Cheryl Bodily
NOTARY PUBLIC