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14347441 B: 11550 P: 6653 Total Pages: 31
02/14/2025 01:32 PM By: BGORDON Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: CITY OF DRAPER
1020 E PIONEER RD DRAPER, UT 84020



Laura Oscarson
Draper City Recorder
1020 E Pioneer Rd.
Draper, UT 84020

**DEVELOPMENT AGREEMENT
FOR
WARHORSE RANCH PROJECT**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 4th day of FEBRUARY, 2025, by and between Draper City, a Utah municipality and those property owners set forth in Section 1.2.16 of this Agreement below and who are executing this Agreement on the signature page (collectively the "Owners").

RECITALS

- A. The capitalized terms used in this Agreement and in these Recitals are defined in Section 1.2, below.
- B. Owners collectively are the fee title owners of the Parcels of real property comprising the Property, who desire to obtain approval to further develop within the "Project" two (2) additional legal Parcels as set forth herein.
- C. Owners and the City desire that the Property be further developed in a unified and consistent fashion in one phase pursuant to the Final Plat as approved by the City.
- D. The Parties acknowledge that development of the Property pursuant to this Agreement will result in planning and economic benefits to the City and its residents by, among other things requiring orderly development of the Property to be known as "Warhorse Ranch Project", limiting the potential density of the development of the Property, and increasing property tax and other revenues to the City based on the subdivision of and improvements to be

constructed on the Property.

E. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Owners in connection with the future development of the Property or portions thereof as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

F. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 *et seq.*, as amended.

G. The Parcels comprising the Property were initially zoned A5. On February 4, 2025, the City rezoned the Property from the A5 zone to the RA2 zone.

H. This Agreement is contemplated or required by the Zoning in order to facilitate the potential further development in the Project.

I. This Agreement conforms with the intent of the City’s General Plan and the Zoning.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Owners hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” - “C” are hereby incorporated into this Agreement.

1.2. **Definitions.** As used in this Agreement, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 *et seq.*, as amended.

1.2.2. **Administrator** means the person designated by the City as the Administrator of this Agreement.

1.2.3. **Applicant** means a person or entity submitting a Development Application.

1.2.4. **Buildout** means the completion of all of the development on the entire Project in accordance with approved Development Applications.

1.2.5. **City** means Draper City, a Utah municipality.

1.2.6. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.

1.2.7. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for the Project, and which may or may not be applicable to the Development Application depending upon the provisions of this Agreement.

1.2.8. **City's Vested Laws** means the ordinances, policies, standards and procedures of the City in effect as of the date of this Agreement, a digital copy of which is attached as Exhibit "C".

1.2.9. **Council** means the elected City Council of the City.

1.2.10. **Default** means a material breach of this Agreement as specified herein.

1.2.11. **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or "redlines" by City staff.

1.2.12. **Development** means the development of the Property pursuant to an approved Development Application.

1.2.13. **Development Application** means an application to the City for development of the Project, or any other permit, certificate or other authorization from the City required for any further development of the Project.

1.2.14. **(Intentionally Omitted.)**

1.2.15. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2021), or any successor provision, and approved by the City, effectuating a further subdivision of the Property.

1.2.16. **Owners** means collectively, the following persons or entities owning fee title to the specified parcels comprising the Property and their respective assignees or transferees as permitted by this Agreement:

1.2.16.1. Evans (Karen Evans, as Trustee) as to parcel no. 28-33-130-024; and

1.2.16.2. Richins (Linda A. Richins, as Trustee of the Vern LeLand Richins and Linda Asay Richins Living Trust) as to parcel no. 28-33-129-019.

1.2.17. **Master Plan** means the conceptual layout for the two (2) existing Residential Dwelling Units and two (2) more additional future Residential Dwelling Units, and any required Private or Public Infrastructure for the Project. One additional lot to be potentially subdivided from each existing parcel, as depicted on the Master Plan Exhibit "B", attached hereto and incorporated herein by this reference.

1.2.18. **Maximum Residential Units** means the development on the Property of a maximum total of four (4) Residential Dwelling Units.

1.2.19. **Agreement** means this Development Agreement including all of its Exhibits.

1.2.20. **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another party.

1.2.21. **Open Space** shall have the meaning specified in Section 9-3-040 of the City's Vested Laws.

1.2.22. **Outsourc[e][ing]** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this Agreement.

1.2.23. **Parcel** means any portion of the Property that is or will be pursuant to this Agreement a separate legal parcel.

1.2.24. **Party/Parties** means, in the singular, any Owners of a Parcel, or the City; in the plural the Owners and the City.

1.2.25. **Planning Commission** means the City's Planning Commission.

1.2.26. **Project** means the total allowed development which may be constructed on the Property pursuant to this Agreement with the associated public and private facilities, and all of the other aspects approved as part of this Agreement, or any Final Plat approved for a subdivision in the Project.

1.2.27. **Property** means the real property owned by and to be developed by Owners more fully legally described in Exhibit "A".

1.2.28. **Public Infrastructure** means those elements of infrastructure that are now owned by, or which may be dedicated in the future to the City as a condition of the approval of a Development Application.

1.2.29. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a detached single-family residence.

1.2.30. **Subdivision** means the further division of the two Parcels of the Property, each to create one additional developable lot from such Parcel pursuant to State Law and/or the Zoning Ordinance.

1.2.31. **Subdivision Application** means any application to further divide a Parcel within the Project.

1.2.32. **Zoning** means the RA2 zone for the Property adopted by the City for the previously zoned A5 Property on FEBRUARY, 2025.

1.2.33. **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this Agreement as a part of the City's Vested Laws.

2. Development of the Project.

2.1. **Compliance with the Master Plan and this Agreement.** Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this Agreement), the Master Plan and this Agreement.

2.2. **Maximum Residential Units.** At Buildout of the Project, the Owners shall collectively be entitled to have developed up to the four (4) Maximum Residential Units, two on each Parcel, as specified in and pursuant to this Agreement of the type and in the general location as shown on the Master Plan attached as Exhibit "B" hereto.

2.3. **Limitation and No Guarantee.** Owners acknowledge that the development of the Maximum Residential Units and every other aspect of the Master Plan requires the

Development Application comply with the City's Vested Laws including, without limitation, the City's geologic hazards requirements. The City's entry into this Agreement does not guarantee that the Owners will be able to construct the Maximum Residential Units until and unless all the applicable requirements of the City's Vested Laws, as modified by this Agreement are complied with in connection with the Development Application.

2.4. Owners' Discretion. This Agreement shall not obligate Owner to subdivide. However, once the Development Application has been approved and construction of a Residential Dwelling Unit has begun, the Owner shall be required to complete the Residential Dwelling Unit within the time required by Draper City Municipal Code ("DCMC").

2.5. Accounting for Residential Units for Parcels Sold to Future Owners. Any Parcel sold or otherwise conveyed by any Owner to a future owner shall include the transfer of any specified portion of the Maximum Residential Units potentially developable on such Parcel as depicted in the Master Plan.

2.6. Specific Modifications of City Standards. In recognition that the Project is being created from Parcels of real property that have been previously developed and improved to some extent in one or more phases over a period of time, the City agrees as follows with respect to the Project and the Development Application(s) in the Project (the "Specific Modifications"):

2.6.1. The "Noorda" subdivision road shall remain the same without modification or widening;

2.6.2. The road running south from the “Noorda” subdivision road as it accesses the northerly portion of the Project to the south side of its intersection with “Warhorse Ranch Road” running east to the “Evans” Parcel shall be thirty-one (31) feet in width, including curb and gutter, and no sidewalk shall be required, as depicted on Exhibit “B”;

2.6.3. Any other infrastructure within the Project will comply with applicable City Code;

2.6.4. Actual construction of the infrastructure improvements (e.g., underground utilities, etc.) serving or required by each Parcel in the Project that does not already have an existing Residential Dwelling Unit on it, shall only be required to be installed at the time required an approved Development Application for the Residential Dwelling Unit as to such Parcel; and

2.6.5. In connection with the City’s approval of the Specific Modifications set forth in this Section 2.5 of the Agreement, each Owner executing this Agreement, on its own behalf and on behalf of its successors, assigns and heirs, running with the land, does hereby waive, and release and hold the City harmless from any claims, suits, or liabilities, of any nature or description, arising from or related to the City’s Specific Modifications set forth herein, and each Owner agrees that once the Development Applications have been approved and the Maximum Residential Units permitted for such Owner’s Parcel as set forth in Section 2.2 above have been constructed, a restrictive covenant shall be recorded by the Owners of the Property prohibiting further subdivision of the Property.

3. Vested Rights.

3.1. **Vested Rights Granted by Approval of this Agreement.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grant the Owners all rights to develop the Project, up to the number of Maximum Residential Units in fulfillment of this Agreement, the City's Vested Laws, the Zoning and the Master Plan except as specifically provided herein. The Parties specifically intend that this Agreement grant to Owners "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2018).

3.2. **Exceptions.** The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3.1 are subject to only the following exceptions:

3.2.1. Owner Agreement. City's Future Laws that the Owners agree to in writing as applicable to the Project in a Development Application;

3.2.2. State and Federal Compliance. City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

3.2.3. Codes. Any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, fire, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3.2.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated;

3.2.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

3.2.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City and which meet all requirements of the U. S. Constitution, Utah Constitution, law and applicable statutes, including but not limited to Utah Code Ann. Section 11-36a-101 *et seq.*, as amended;

3.2.7. Planning and Zoning Modification. Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not work to reduce the Maximum Residential Units, are generally applicable across the entire City, do not adversely affect the City's Specific Modifications set forth in Section 3.3 below, and do not materially and unreasonably increase the costs associated with a Development Application; or

3.2.8. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i), as amended.

4. **Term of Agreement.** The effective date of this Agreement shall be FEBRUARY 4,

2025. This Agreement shall expire December 31, 2032. This Agreement shall also terminate automatically at Buildout.

5. **Building Permits.** The City shall reasonably accept complete Building Permit applications for the two (2) future residential Dwelling Units (or permissible buildings and structures) for the Parcels.

6. **Processing of Development Applications.**

6.1. **Outsourcing of Processing of Development Applications.** Within twenty-one (21) calendar days after receipt of a Development Application and upon the request of Applicant the City and Applicant will confer to determine whether the City desires to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis. If the City determines that Outsourcing is necessary to ensure the timely processing of the Development Application, then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in good faith consultation with the Applicant (either overtime to City employees or the hiring of a City Consultant). If Applicant notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs, then Applicant shall deposit in advance with the City the estimated differential cost and the City shall then promptly proceed with having the work Outsourced. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Applicant) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Applicant shall, within thirty (30) calendar days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the

Outsourcing and the actual cost differential.

6.2. Acceptance of Certifications Required for Development Applications. Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

6.3. Independent Technical Analyses for Development Applications. If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants with the actual and reasonable costs being the responsibility of Applicant. The City Consultant undertaking any review by the City required or permitted by this Agreement shall be selected from a list generated by the City for each such City review pursuant to a "request for proposal" process or as otherwise allowed by City ordinances or regulations. Applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and

timeliness of such review may be a factor in choosing the expert. The actual and reasonable costs being the responsibility of Applicant.

6.4. City Denial of a Development Application. If the City denies a Development Application the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this Agreement, the Zoning and/or the City's Vested Laws (or, if applicable, the City's Future Laws).

6.5. Meet and Confer regarding Development Application Denials. The City and Applicant shall meet within twenty-one (21) calendar days of any Denial to resolve the issues specified in the Denial of a Development Application.

6.6. City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

6.7. Mediation of Development Application Denials.

6.7.1. Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application that the parties are not able to resolve by "Meet and Confer" shall be mediated.

6.7.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant are unable to agree on a single acceptable

mediator, they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant and the City shall split the fees of the chosen mediator, each Party paying 50% of the fees. The chosen mediator shall within fifteen (15) calendar days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the ordinance that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

6.8. Arbitration of Development Application Objections.

6.8.1. Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the parties may then attempt within fifteen (15) calendar days to appoint a mutually acceptable arbitrator with knowledge of the legal issue in dispute. If the parties are unable to agree on a single acceptable arbitrator, they shall each, within fifteen (15) calendar days, each Party shall appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant and the City shall split the fees of the chosen arbitrator, each Party paying 50% of the fees. The chosen arbitrator shall within fifteen (15) calendar days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's

or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

7. **Application Under City's Future Laws.** Without waiving any rights granted by this Agreement, an Owner may at any time, choose to submit a Development Application for the Project under the City's Future Laws in effect at the time of the Development Application so long as the Owner is not in current breach of this Agreement.

8. **Public Infrastructure.**

8.1. **Construction by and Owner(s).** To the extent applicable to the Project and consistent with an approved Development Application, an Owner shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application pursuant to the City's Vested Laws.

8.2. **Bonding.** If and to the extent required by the City's Vested Laws, unless otherwise provided by Chapter 10-9a of the Utah Code as amended, if security for any Public or private Infrastructure is required by the City, Applicant shall provide it in a form acceptable to the City as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws.

9. **Upsizing/Reimbursements to Owner(s).**

9.1. **"Upsizing".** The City shall not require any Owner to "upsized" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to such Owner are made to compensate the Owner for the incremental or additive costs of such upsizing. For

example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate such Owner for the 10% cost increase. An acceptable financial arrangement for upsizing of improvements means reimbursement agreements, payback agreements, and impact fee credits and reimbursements. It is not presently anticipated by the Parties that the City will require any Owner(s) to upsize any future Public Infrastructure for this Project.

10. **Default.**

10.1. **Notice.** If any Owner or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party. If the City believes that the Default has been committed by an individual Owner, then the City shall also provide a courtesy copy of the Notice to the other Owners.

10.2. **Contents of the Notice of Default.** The Notice of Default shall:

10.2.1. Specific Claim. Specify the claimed event of Default;

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

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

10.2.4. Optional Cure. If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) calendar days duration.

10.3. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default the parties shall engage in the “Meet and Confer” and “Mediation” processes

specified in Sections 6.5 and 6.7. If the claimed Default is subject to Arbitration as provided in Section 6.8 then the parties shall follow such processes.

10.4. **Remedies.** If the parties are not able to resolve the Default by “Meet and Confer” or by “Mediation”, and if the Default is not subject to arbitration, then the parties may have the following remedies, except as specifically limited in Section 10.9:

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

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

10.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a collective default by the Owners, or in the case of a default by an individual Owner of a Parcel as to development of such Parcel owned by the particular Owner until the Default has been cured.

10.5. **Public Meeting.** Before any remedy in Section 10.4 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

10.6. **Emergency Defaults.** Anything in this Agreement notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 10.4 without the requirements of Sections 10.5. The City shall give Notice to the Owners of any public meeting at which an emergency default is to be considered and the

affected Owners shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

10.7. **Extended Cure Period.** If any Default cannot be reasonably cured within sixty (60) calendar days, then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

10.8. **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of the original Owners.

10.9. **Limitation on Recovery for Default – No Damages.** Anything in this Agreement notwithstanding no Party shall be entitled to any claim for any monetary damages as a result of any breach of this Agreement and each Party waives any claims thereto. The sole remedy available to any Party shall be that of specific performance.

11. **Notices.** All notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Owners: At the addresses set forth below their signatures to this Agreement.

To the City:

Draper City
Attn: City Manager
Mike Barker
1020 East Pioneer Road
Draper, UT 84020
Mike.barker@draper.ut.us
(801) 576-6513

With a Copy to:

Draper City
Attn: City Attorney
Traci Gunderson
1020 East Pioneer Road
Draper, UT 84020
Traci.Gundersen@draperutah.gov
(801) 576-6523

11.1. **Effectiveness of Notice.** Except as otherwise provided in this Agreement, each Notice shall be effective and shall be deemed delivered on the earlier of:

11.1.1. Hand Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

11.1.2. Electronic Delivery. Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

11.1.3. Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this Agreement by giving written Notice to the other party in accordance with the provisions of this Section.

12. **Headings.** The captions used in this Agreement are for convenience only and a not intended to be substantive provisions or evidences of intent.

13. **No Third-Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City, the Owners or any Owner. Further, the parties do not intend this Agreement to create any third-party beneficiary rights. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property or unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City’s Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City's.

14. **Assignability.** The rights and responsibilities of an Owner under this Agreement may be assigned in whole or in part, respectively, by an Owner to the purchaser or other transferee of fee title to such Owner’s Parcel. An Owner’s transfer of all or any part of the Parcel to any entity “related” to or controlled by such Owner (as defined by regulations of the Internal Revenue Service in Section 165), or an Owner’s pledging of part or all of a Parcel as security for financing shall also not be deemed to be an “assignment”. An Owner shall give the City Notice of any event specified in this section within thirty (30) calendar days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible Owner. Any assignee of any Owner shall, if requested by the City, consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

15. **Binding Effect.** If any Owner sells or conveys a Parcel to a purchaser or transferee, the

Parcel so sold and conveyed shall bear the same rights, privileges, configurations, and number of Residential Dwelling Units as applicable to such Parcel and be subject to the same limitations and rights of the City as when owned by the previous Owner and as set forth in this Agreement without any required approval, review, or consent by the City except as otherwise provided herein.

16. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

17. **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.

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 therefor; acts of nature, governmental restrictions, regulations or controls, 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 equal to the duration of that prevention, delay or stoppage.

19. **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.

20. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and Owners each shall designate

and appoint a representative to act as a liaison between the City and its various departments and the Owners. The initial representative for the City shall be the City Manager. The initial representative for the Owners shall be Chad Evans. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Project.

21. **Applicable Law.** This Agreement is entered into in Salt Lake County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

22. **Venue.** Any action to enforce this Agreement shall be brought only in the Third District Court for the State of Utah, Salt Lake City Division.

23. **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. This Agreement may be signed in counterparts, which taken together shall constitute a single original instrument.

24. **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 any Party based on which Party drafted any particular portion of this Agreement.

25. **Recordation and Running with the Land.** This Agreement shall be recorded in the chain of title for the Parcels comprising the Project. This Agreement shall be deemed to run with the land. The data disk of the City's Vested Laws, Exhibit "C", shall not be recorded in the chain of title. A secure copy of Exhibit "C" shall be filed with the City Recorder and each party shall also have an identical copy.

26. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the City Manager of the City is affixed to this Agreement lawfully binding the City pursuant to Ordinance No. ~~1682~~ adopted by the City on February 4, 2025.

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

OWNERS

“Evans”

Karen Evans

Karen Evans, as Trustee
12751 S. Costanza Way
Draper, Utah 84020

DRAPER CITY

Mike Barker

By: Mike Barker

Its: City Manager

Date: 2-5-25

“Richins”

Approved as to form and legality:

[Signature]

City Attorney

Linda A Richins

Linda A. Richins, as Trustee of the
Vern Leland Richins and Linda Asay
Richins Living Trust

Attest:

[Signature]

City Recorder

c/o 12741 S. Costanza Way
Draper, Utah 84020



CITY ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

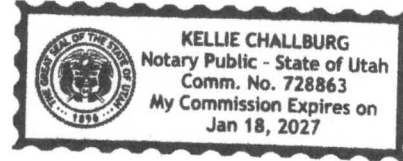
COUNTY OF SALT LAKE)

On the 5 day of February, 2025 personally appeared before me Mike Barker who being by me duly sworn, did say that he is the City Manager of Draper City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said City Manager acknowledged to me that the City executed the same.

Kellie Challburg
NOTARY PUBLIC

My Commission Expires: Jan. 18, 2027

Residing at: Draper City



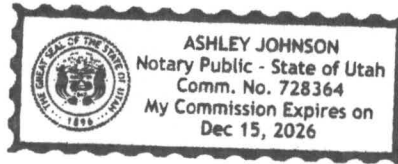
OWNER ACKNOWLEDGMENTS

STATE OF UTAH)
:SS.
COUNTY OF Salt Lake)

On the 11 day of February, 2025, personally appeared before me Karen Evans, who being by me duly sworn, did say that she executed the foregoing Agreement in her capacity as duly authorized Trustee of a trust.

Ashley Johnson
NOTARY PUBLIC

My Commission Expires: 12/15/2026
Residing at: Draper, UT



STATE OF UTAH)
:SS.
COUNTY OF Salt Lake)

On the 11 day of February, 2025, personally appeared before me Linda A. Richins, who being by me duly sworn, did say that she executed the foregoing Agreement in her capacity as Trustee of the Vern Leland Richins and Linda Asay Richins Living Trust.

Ashley Johnson
NOTARY PUBLIC

My Commission Expires: 12/15/2026
Residing at: Draper, UT

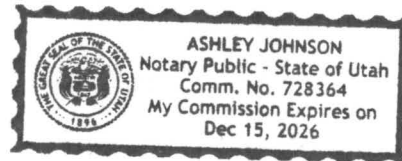


TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Master Plan
Exhibit "C"	City's Vested Laws

EXHIBIT "A"
Richins and Evans Property Legal Descriptions
(Updated 8/6/2024)

Vern L. & Linda A. Richins Trust

Parcel: 28-33-129-019

Legal Description:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, SAID PARCEL BEING A PORTION OF THAT CERTAIN PARCEL CONVEYED BY QUIT CLAIM DEED RECORDED FEBRUARY 27, 1995, AS ENTRY NO. 6029215, IN BOOK 7107 AT PAGE 943, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID PARCEL BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NOORDA SUBDIVISION, AS RECORDED IN BOOK 2016P AT PAGE 133, IN THE OFFICE OF SAID COUNTY RECORDER, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE DRAPER CITY PARCEL CONVEYED BY WARRANTY DEED RECORDED SEPTEMBER 09, 1991, AS ENTRY NO. 5123414, IN BOOK 6354 AT PAGE 873, IN THE OFFICE OF SAID COUNTY RECORDER, SAID POINT BEING SOUTH 0°21'12" WEST 812.69 FEET (SOUTH 0°02'20" WEST 803.933 FEET BY DEED) ALONG THE SECTION LINE AND EAST 1669.55 FEET (1666.45 FEET BY DEED) TO SAID SOUTH LINE AND SOUTH 88°48'58" EAST 47.34 FEET (SOUTH 89°02'41" EAST BY DEED) ALONG SAID SOUTH LINE FROM THE NORTHWEST CORNER OF SAID SECTION 33, AND RUNNING THENCE SOUTH 88°48'58" EAST 443.24 FEET (SOUTH 89°02'41" EAST BY DEED) ALONG SAID SOUTH LINE TO THE WESTERLY LINE OF WHAT WAS HISTORICALLY THE UTAH LAKE IRRIGATION COMPANY CANAL, CURRENTLY THE DRAPER CITY PARCEL; THENCE SOUTH 19°04'56" EAST 171.54 FEET (SOUTH 19°14'34" EAST 167.55 FEET BY DEED) ALONG SAID WESTERLY LINE TO A POINT ON THE NORTH LINE OF LOT A, SOMERSET RIDGE SUBDIVISION, AS RECORDED IN BOOK 2001P AT PAGE 145 IN THE OFFICE OF SAID COUNTY RECORDER; THENCE SOUTH 89°52'39" WEST 403.84 FEET (NORTH 89°55'41" WEST BY DEED AND SOUTH 89°39'00" WEST BY PLAT) ALONG SAID NORTH LINE TO THE SOUTHEAST CORNER OF SAID DRAPER CITY PARCEL; THENCE NORTHWESTERLY ALONG THE EAST LINE OF SAID DRAPER CITY PARCEL THE FOLLOWING 3 COURSES: 1) NORTH 34°56'18" WEST 100.34 FEET (SOUTH 35°10'00" EAST 92.06 FEET BY DEED) TO A POINT OF CURVATURE, 2) NORTHWESTERLY ALONG THE ARC OF A 100.00 FOOT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13°45'04" A DISTANCE OF 24.00 FEET, CHORD BEARS NORTH 28°03'48" WEST 23.94 FEET, 3) NORTH 21°11'16" WEST 73.73 FEET (SOUTH 21°25'00" EAST BY DEED) TO THE POINT OF BEGINNING

Karen Evans Trust

Parcel: 28-33-130-024

Legal Description:

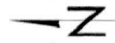
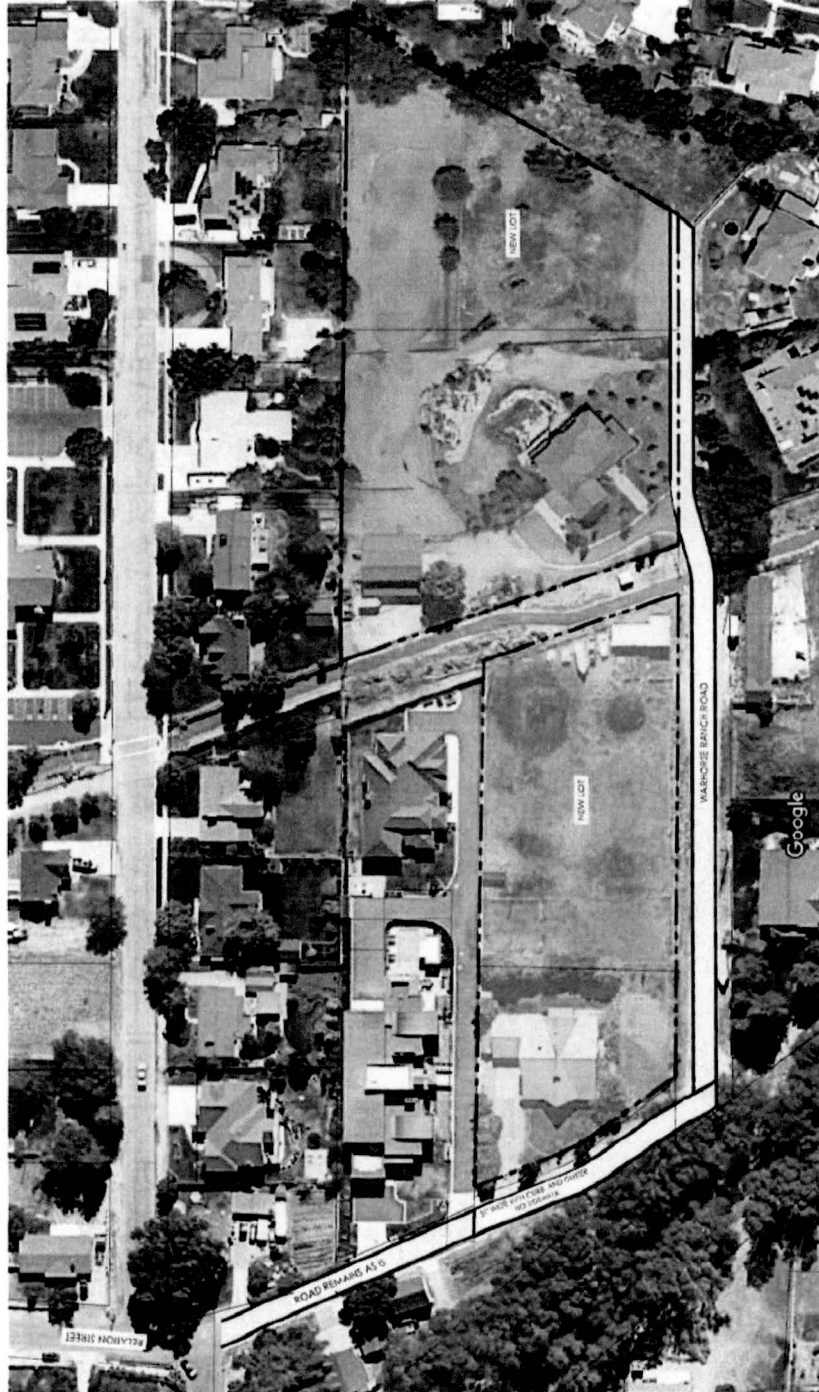
BEGINNING AT A POINT SOUTH 0°32'06" WEST ALONG THE SECTION LINE 693.00 FEET AND NORTH 89°25'50" WEST 1186.89 FEET AND NORTH 89°14'30" WEST 800.00 FEET AND NORTH 89°35'40" WEST 554.15 FEET FROM THE NORTHEAST CORNER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 30°28'20" WEST 327.92 FEET; THENCE SOUTH 89°52'39" WEST 288.20 FEET, MORE OR LESS, TO THE EAST LINE OF THE UTAH IRRIGATION COMPANY CANAL; THENCE NORTH 19°04'56" WEST 298.96 FEET; THENCE NORTH 89°55'35" EAST 552.23 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
Master Plan

LEGEND:

EVANS

RICHINS



SCALE 1"=100'



31' WIDE CROSS SECTION
WITH CURB AND GUTTER
NO SIDEWALK

**WARHORSE RANCH
MASTER PLAN
EXHIBIT B**

CONTACT: CHAD EVANS
DRAWN BY: TAYLOR MORGAN
DATE: 07/09/24

SHEET 1 OF 1

EXHIBIT "C"
City's Vested Laws