



ENT 17559-2025 PG 1 of 16  
**ANDREA ALLEN**  
**UTAH COUNTY RECORDER**  
2025 Mar 12 10:38 AM FEE 40.00 BY TM  
RECORDED FOR PROVO CITY

**DEVELOPMENT AGREEMENT  
FOR**

**1122 S 900 E Provo, UT 84606**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between the CITY OF PROVO, a Utah municipal corporation, hereinafter referred to as "City," and CW The Lana, LLC, a Utah limited liability company, hereinafter referred to as "Developer." The City and Developer are hereinafter collectively referred to as "Parties."

**RECITALS**

A. Developer is the owner of approximately 1.6259 acres of land located within the City of Provo as is more particularly described on EXHIBIT A, attached hereto and incorporated herein by reference (the "Property").

B. On February 11, 2025, the City Council approved Ordinance 2025-12, vesting zoning (the "Vesting Ordinance"), based on the Concept Plan set forth on EXHIBIT B ("Concept Plan"), attached hereto and incorporated herein by reference, which will govern the density, development and use of the Property (said density, development, and use constituting the "Project").

C. Developer is willing to design and construct the Project in a manner that is in harmony with and intended to promote the long range policies, goals, and objectives of the City's general plan, zoning and development regulations in order to receive the benefit of vesting for certain uses and zoning designations under the terms of this Agreement as more fully set forth below.

D. The City Council accepted Developer's proffer to enter into this Agreement to memorialize the intent of Developer and City and decreed that the effective date of the Vesting Ordinance be the date of the execution and delivery of this Agreement and the recording thereof as a public record on title of the Property in the office of the Utah County Recorder.

E. The City Council further authorized the Mayor of the City to execute and deliver this Agreement on behalf of the City.

F. The City has the authority to enter into this Agreement pursuant to Utah Code Section 10-9a-102(2) and relevant municipal ordinances, and desires to enter into this Agreement with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and in accordance with applicable City Ordinances.

G. This Agreement is consistent with, and all preliminary and final plats within the Property are subject to and shall conform with, the City's General Plan, Zoning Ordinances, and Subdivision Ordinances, and any permits issued by the City pursuant to City Ordinances and regulations.

H. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property 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.

I. 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-102.

J. The Parties intend to be bound by the terms of this Agreement as set forth herein.

### AGREEMENT

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

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

2. Zoning. The Property shall be developed in accordance with (i) the requirements of the MDR Zone (Medium Density Residential Zone),<sup>1</sup> (ii) all other features as generally shown on the Concept Plan, and (iii) this Agreement. The Developer shall not seek to develop the Property in a manner that deviates materially from the Concept Plan as permitted by the aforementioned zoning designations for the Property.

3. Governing Standards. The Concept Plan, the Vesting Ordinance and this Agreement establish the development rights for the Project, including the use, maximum density, intensity and general configuration for the Project. The Project shall be developed by the Developer in accordance with the Concept Plan, the Vesting Ordinance and this Agreement. All Developer submittals must comply generally with the Concept Plan, the Vesting Ordinance and this Agreement. Non-material variations to the Concept Plan, as defined and approved by the City's Community Development Director, such as exact building locations, exact locations of open space and parking may be varied by the Developer without official City Council or Planning Commission approval. Such variations however shall in no way change the maximum density, use and intensity of the development of the Project.

4. Additional Specific Developer Obligations. As an integral part of the consideration for this agreement, Developer voluntarily agrees as follows:

a. Developer shall record a Deed Restriction substantially in the form attached hereto as Exhibit C that:

- i. Requires that at least sixty-five percent (65%) of the Units within the Project must be Owner Occupied as defined in Section 14.06.020 of the Provo City Municipal Code;
- ii. Prohibits short-term rental (defined as less than twelve (12) months); and

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<sup>1</sup> All references to ordinances, plans, and other governing documents shall mean and refer to the versions of those documents as of the date of this Agreement.

- iii. Permits no more than thirty-five percent (35%) of the Property to be rented for long-term rentals (defined as twelve (12) months or greater).
- b. Developer shall record Covenants, Conditions, and Restrictions ("CC&Rs") and establish a Homeowners Association ("HOA") that will govern and control the Property. These CC&Rs will include the following provisions:
  - i. At least sixty-five percent (65%) of the Units within the Property must be Owner Occupied.
  - ii. No short-term rentals (defined as less than twelve (12) months) will be permitted within the Property;
  - iii. The Association will permit no more than thirty-five percent (35%) of the units within the Property to be used for long-term rentals (twelve (12) months or longer). Owners desiring to utilize their unit as a rental will be required to apply to the HOA for permission to do so. The HOA will not grant permission if the thirty-five percent (35%) threshold has already been met or if the owner does not commit to allowing only long-term rentals; and
  - iv. No more than twenty (20%) of any building may contain stucco.
- c. The twenty-six (26) foot road through the project will be private and will be maintained by the HOA.
- d. Developer will replace that portion of the water line along 900 East (as shown on the Plat) with an eight (8) inch water line.
- e. Developer will limit the site density to 20 units/acre instead of the allowed MDR density of 30 units/acre.
- f. Developer will provide two (2) parking stalls per three (3) bedroom unit and an additional eight (8) stalls in order to provide a guest parking ratio of .25 stalls/unit.

5. Construction Standards and Requirements. At the direction of the Developer, all construction on the Property shall be conducted and completed in accordance with the City Ordinances, including, but not limited to, setback requirements, building height requirements, lot coverage requirements, and all off-street parking requirements.

6. Vested Rights and Reserved Legislative Powers.

- a. Vested Rights. As of the Effective Date, Developer shall have the vested right to develop and construct the Project in accordance with the uses, maximum permissible densities, intensities, and general configuration of development established in the Concept Plan, as supplemented by the Vesting Ordinance and this Agreement (and all Exhibits), subject to compliance with the City Ordinances in existence on the Effective Date. 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 construed in Utah's common law and pursuant to Utah Code Ann., §10-9a-509.

- i. **Examples of Exceptions to Vested Rights.** The Parties understand and agree that the Project will be required to comply with future changes to City Laws that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the City that would be applicable to the Project:
  1. **Developer Agreement.** Future laws that Developer agrees in writing to the application thereof to the Project;
  2. **Compliance with State and Federal Laws.** 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. **Safety Code Updates.** Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, 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;
  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.
  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.
  6. **Impact Fees.** Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.

- b. **Reserved Legislative Powers.** Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation of the police powers, such legislation shall not modify Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 10-9a-509 of the Municipal Land Use, Development, and Management Act, as adopted on the Effective

Date, *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

7. **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 sixty (60) days following delivery to the delinquent party of written notice of such delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a party shall not be in default so long as that party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete.

a. **Remedies.** Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to exercise all of the following rights and remedies against the defaulting party:

- i. All rights and remedies available at law and in equity, including injunctive relief, specific performance, and termination, but not including damages or attorney's fees.
- ii. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or development activity pertaining to the defaulting party as described in this Agreement until such default has been cured.
- iii. The right to draw upon any security posted or provided in connection with the Property or Project by the defaulting party.

The rights and remedies set forth herein shall be cumulative.

8. **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: Cole West Construction, LLC  
 Attn: Levi Harper  
 610 North 800 West  
 Centerville, Utah 84014  
 Phone: (801) 739-3922

With a copy to: Cole West, LLC  
 Attn: Quin Stephens  
 610 North 800 West  
 Centerville, Utah 84014

To the City: City of Provo  
 Attention: City Attorney  
 445 W Center  
 Provo, UT 84601  
 Phone: (801) 852-6140

9. General Term and Conditions.

- a. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
- b. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a "successor" includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party's submission of land use applications to the City relating to the Property or the Project.
- c. Non Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the City, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.
- d. Third Party Rights. Except for the Developer, the City and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express intended beneficiaries of this Agreement, this Agreement shall not create any rights in and/or obligations to any other persons or parties. 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 unless the City has accepted the dedication of such improvements.
- e. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.
- f. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the City and the Developer.
- g. Agreement to Run With the Land. This Agreement shall be recorded in the Office of the Utah County Recorder against the Property and is intended to and shall be deemed to run with the land, and shall be binding on and shall benefit all successors in the ownership of any portion of the Property.
- h. Performance. Each party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other party, person and/or entity governed by this Agreement, the development of any portion of the

Property or the issuance of final plats, certificates of occupancy or other approvals associated therewith.

- i. Applicable Law. 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.
- j. Construction. This Agreement has been reviewed and revised by legal counsel for both the City and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.
- k. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the City shall be given or withheld by the City in compliance with this Agreement and the City Ordinances.
- l. Approval and Authority to Execute. Each of the Parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.
- m. Termination.
  - i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the final plat for the Property has not been recorded in the Office of the Utah County Recorder within ten (10) years from the date of this Agreement (the "Term"), or upon the occurrence of an event of default of this Agreement that is not cured, the City shall have the right, but not the obligation, at the sole discretion of the City Council, to terminate this Agreement as to the defaulting party (i.e., the Developer). The Term may be extended by mutual agreement of the Parties.
  - ii. Upon termination 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.

10. Assignability. The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer with the consent of the City as provided herein.

- a. Notice. Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

b. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds.

Upon any such approved partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

c. Grounds for Denying Assignment. The City may only withhold its consent if the City is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.

Assignee Bound by this Agreement. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

11. Sale or Conveyance. If Developer sells or conveys parcels of land, the lands so sold and conveyed shall bear the same rights, privileges, intended uses, configurations, and density as applicable to such parcel and be subject to the same limitations and rights of the City as when owned by Developer and as set forth in this Agreement without any required approval, review, or consent by the City except as otherwise provided herein.

12. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

13. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

14. 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; 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.

15. Amendment. This Agreement may be amended only in writing signed by the Parties hereto.

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 hereinabove written.

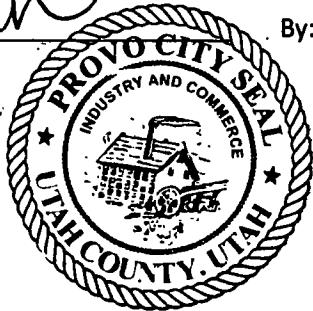
CITY:

CITY OF PROVO

ATTEST:

By: Heidi Allman  
City Recorder

By: Michelle Kaufusi  
Mayor Michelle Kaufusi



DEVELOPER:

CW The Lana, LLC,  
a Utah limited liability company

By: Darlene Carter  
Name: Darlene Carter  
Title: Chief Executive Officer

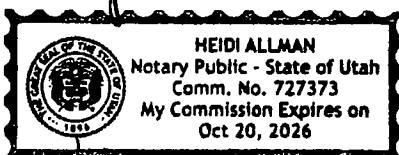
STATE OF UTAH )

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COUNTY OF UTAH )

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On the 11 day of March, 2025, personally appeared before me Michelle Kaufusi, who being by me duly sworn, did acknowledge that he/she executed the foregoing instrument in his/her official capacity as Mayor of Provo City, a municipal corporation of the State of Utah.



Heidi Allman  
Notary Public

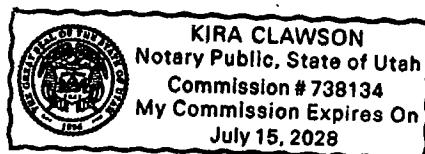
STATE OF UTAH

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COUNTY OF DAVIS )

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On the 5th day of March, 2025, personally appeared before me Darlene Carter, who being by me duly sworn, did say that she is the Chief Executive Officer of CW The Lana, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that she executed the same.



Kira Clawson  
Notary Public

**Exhibit A**

**Legal Description of the Property**

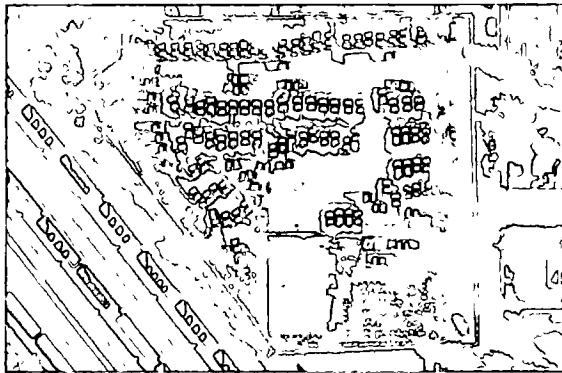
**Legal Description:**

**Serial Number:** 22:033:0019

COM N 47'13"W 357.50 FT & W 1710.66 FT FR SE COR SEC 7, T7S, R3E, SLM; S 88 DEG 26'22"W 157.26 FT; N 38 DEG 59'52"W 247.41 FT; N 41 DEG 04'E 35.45 FT; N 00 DEG 57'W 68.23 FT; N.89 DEG 44'35"E 275.99 FT; S 25'03"E 251.01 FT; 36.40 FT ALONG ARC OF 50 FT RAD CUR L (CHD S 21 DEG 16'15"E 35.60 FT) TO BEG. AREA 1.58 ACRES.

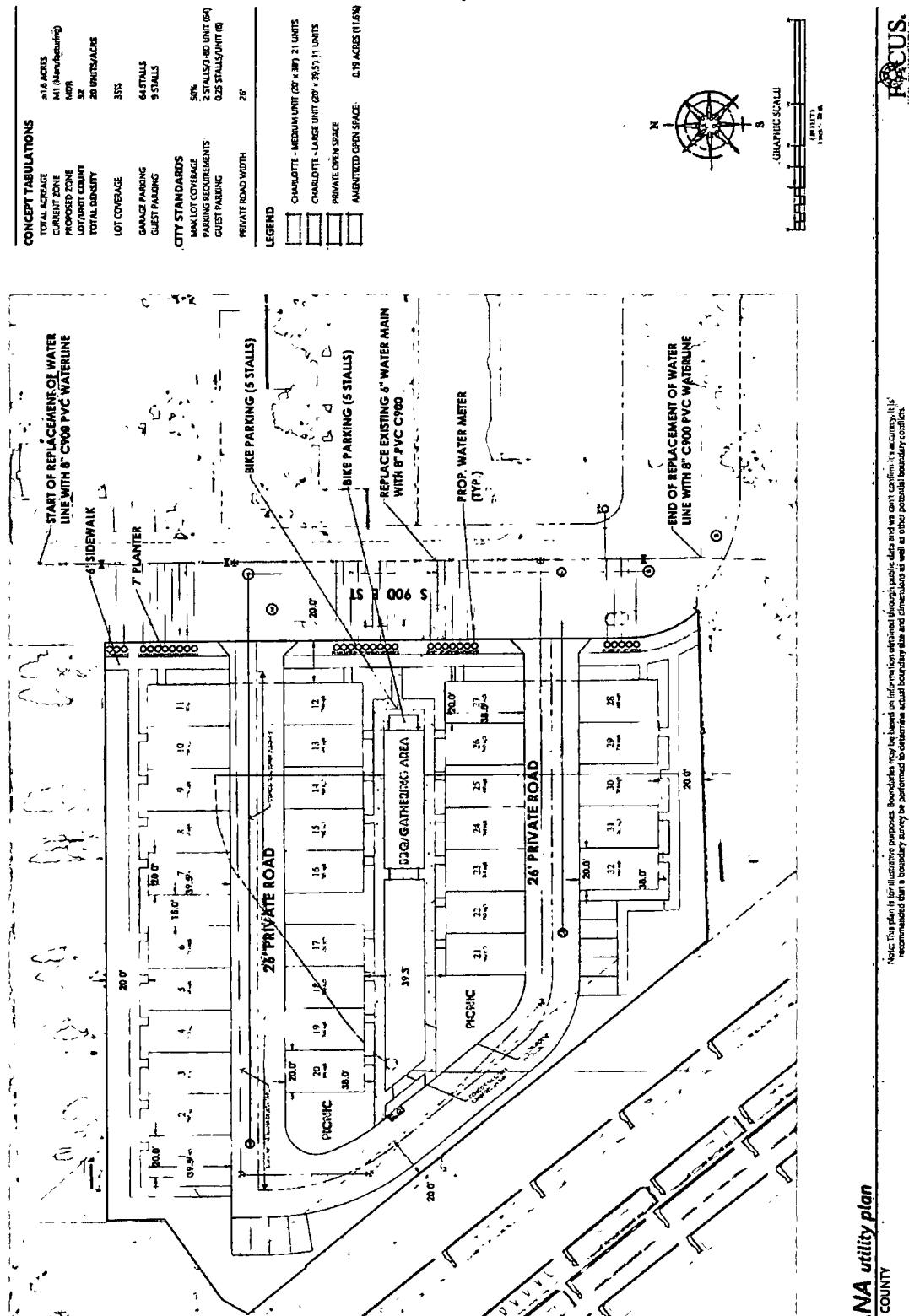
**Serial Number:** 22:033:0072

COM N 576.34 FT & E 622.66 FT FR S 1/4 COR. SEC. 7, T7S, R3E, SLB&M.; N 38 DEG 53' 0" W 35.82 FT; N 29 DEG 51' 45" E 14.3 FT; N 54 DEG 41' 22" E 47.22 FT; S 0 DEG 57' 0" E 40.24 FT; S 41 DEG 5' 0" W 36.27 FT TO BEG. AREA 0.039 AC.



## Exhibit B

## Concept Plan



**Exhibit C****Deed Restriction****WHEN RECORDED, RETURN TO:**

Levi Harper  
 Cole West Construction, LLC  
 610 North 800 West  
 Centerville, Utah 84014

Utah County Tax I.D. Parcel(s): 22:033:0019 and 22:033:0072

**RESTRICTIONS  
 CONCERNING OCCUPANCY  
 WITHIN the LANA SUBDIVISION**

**THESE RESTRICTIONS CONCERNING OCCUPANCY WITHIN the LANA SUBDIVISION** (hereinafter this "Deed Restriction") govern the residential units (each a "Unit") to be built at \_\_\_\_\_ (the "Property"), as more particularly described in Exhibit 1, attached hereto, and is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date") by CW the LANA, LLC ("Cole West" or "Owner").

**Recitals**

A. On or about \_\_\_\_\_, Cole West entered into a Development Agreement for the Property with Provo City, a political subdivision of the State of Utah (the "City") which was recorded on \_\_\_\_\_ as Entry No. \_\_\_\_\_ (Book \_\_\_\_, Page \_\_\_\_) in the Office of the Utah County Recorder ("the Development Agreement");

B. The Development Agreement, per Section 4 requires Cole West to impose certain deed restrictions relating to the Property requiring a certain level of owner occupancy and setting forth terms relating to rental provisions; and

C. Cole West is recording this Deed Restriction to satisfy the terms of the Development Agreement regarding the referenced deed restrictions, intending that the subsequent owners of the Property, and any portions thereof, be bound by its terms. Upon its recording in the public records of the County Recorder of Utah County, Utah, this Deed Restriction shall govern the terms and conditions of ownership, use, and occupancy of the Property and the Units within the Property by subsequent owners and their heirs, successors, executors, administrators, devisees, and assigns as addressed herein.

### **Covenants and Restrictions**

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants set forth herein, Cole West, as owner of the Property, hereby submits the Property to the following covenants and restrictions:

#### **1. DEFINITIONS.**

1.1. **“Owner”** means the transferee or transferees receiving title to, or a fee interest in the Property or any Unit(s) within the Property, and all subsequent person(s) vested with record title of such Units according to the records of the County Recorder of Utah County, Utah. Owner shall not include a person who holds an interest in a Unit merely as security for the performance of an obligation.

#### **2. OCCUPANCY AND RENTAL RESTRICTIONS**

2.1. **Owner Occupied**: At least sixty-five percent (65%) of the Units within the Property must be Owner Occupied as defined in Section 14.06.020 of the Provo City Municipal Code.

2.2. **Limited Long-Term Rentals Permitted**: No more than thirty-five percent (35%) of the Units within the Property may be leased or rented to occupants other than the Owner pursuant to: (a) a written rental/lease agreement of twelve (12) months or greater; (b) all other applicable governing restrictions, ordinances, statutes, or the like.

2.3. **Short-Term Rentals Prohibited**: No lease or rental of any Unit within the Property may be for a period less than twelve (12) months.

#### **3. SELLING THE UNIT.**

3.1. **Notice**. Any Owner desiring to sell a Unit or Units within the Property shall provide prospective buyers of such Unit(s) actual notice that the Property is subject to this Deed Restriction.

#### **4. DEFAULT AND REMEDIES.**

4.1. **Default**. In the event of a breach of any of the terms of this Deed Restriction by an Owner, the City shall be entitled to injunctive relief, or to any other remedy available at law or in equity for such breach. The prevailing Party in any dispute hereunder shall be entitled to recover their reasonable attorneys' fees and costs incurred in connection with such dispute, regardless of whether litigation is pursued by either Party.

5. **NOTICE**. Each Owner, or potential Owner, of the Property is put on notice that it is illegal in Provo City to rent residential property without first obtaining a rental dwelling business license. Further, Provo City will not grant such a license in violation of this Deed Restriction and may

prosecute any Owner that rents the Property without such a license or in violation of this Deed Restriction.

6. **CHOICE OF LAW.** This Deed Restriction shall be governed and construed in accordance with the laws of the State of Utah.

7. **RECORDING AND COVENANTS TO RUN WITH THE LAND.**

7.1. **Recordation.** Upon execution, this Deed Restriction shall be recorded and filed in the Official Records of Utah County, Utah.

7.2. **Covenants Run with the Land.** The Owner intends, declares, and covenants, on behalf of itself and all future Owners, that this Deed Restriction and the covenants and restrictions set forth herein, regulating and restricting the occupancy of Units within the Property shall be covenants running with the land and improvements, shall encumber the Property, and shall be binding upon the Owner and all subsequent Owners of the Property and the Units within.

8. **MISCELLANEOUS.**

8.1. **Paragraph Headings.** Paragraph or section headings within this Deed Restriction are inserted solely for convenience of reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

8.2. **Gender and Number.** Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

8.3. **Incorporation of Recitals.** The recitals set forth at the beginning of this Deed Restriction are incorporated herein by this reference.

8.4. **Binding Agreement.** This Deed Restriction shall be binding upon the successor and assigns of the Parties hereto.

IN WITNESS WHEREOF, Cole West has executed this Deed Restriction as of the Effective Date.

**CW The Lana, LLC  
a Utah limited liability company**

By: Cole West Entity Services, LLC  
Its: Manager

By: Cole West, LLC  
Its: Manager

By: \_\_\_\_\_  
Name: Colin Wright  
Its: Manager

STATE OF UTAH                      )  
    )  
    )  
COUNTY OF DAVIS                    )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2025, personally appeared before me Colin Wright, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he is the Manager of Cole West, LLC, which is the Manager of Cole West Entity Services, LLC, which is the Manager of CW The Lana, LLC, and said document was signed by him on behalf of said limited liability company by authority of its operating agreement and/or resolution of its Members, and said Colin Wright acknowledged to me said limited liability company executed the same.

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NOTARY PUBLIC

**EXHIBIT 1**  
**Legal Description of the Property**

**Legal Description:**

**Serial Number:** 22:033:0019

COM N 47°13'W 357.50 FT & W 1710.66 FT FR SE COR SEC 7, T7S, R3E, SLM; S 88 DEG 26'22"W 157.26 FT; N 38 DEG 59'52"W 247.41 FT; N 41 DEG 04'E 35.45 FT; N 00 DEG 57'W 68.23 FT; N 89 DEG 44'35"E 275.99 FT; S 25'03"E 251.01 FT; 36.40 FT ALONG ARC OF 50 FT RAD CUR L (CHD S 21 DEG 16'15"E 35.60 FT) TO BEG. AREA 1.58 ACRES.

**Serial Number:** 22:033:0072

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