



W3315008

E# 3315008 PG 1 OF 6

LEANN H KILTS, WEBER CTY. RECORDER
20-FEB-24 1250 PM FEE \$40.00 NNP
REC FOR: JEFF HALES

DEVELOPMENT AGREEMENT RIVER CROSSING, PLAIN CITY, UTAH

THIS AGREEMENT is entered into effective FEBRUARY 20, 2024, by and between **GOLDEN LAND MANAGEMENT INC**, or assigns ("Developer") and **PLAIN CITY**, a Utah municipal corporation ("City"). Developer and City are hereinafter referred to collectively as the "Parties," or individually as a "Party."

WHEREAS, Developer is desirous of developing the real property legally described on Exhibit A attached hereto; and

WHEREAS, City recognizes the value of such development to the City and has determined such development to be in the vital and best interest of City and the health, safety, morals, and welfare of its residents, and has determined the same to be in accordance with the public purposes and provision of the applicable federal, state and local laws and requirements;

NOW THEREFORE, in consideration of the agreements set forth herein, the representations and actions of the parties hereto and other consideration, the sufficiency and adequacy of which is hereby acknowledged, the parties agree as follows:

1. City hereby approved Developer's Preliminary Plat for the development of the Property attached here to as **Exhibit B** (the "Plat"). City further agrees to use all lawful efforts to support and advance Developer's plan to develop the Property as shown on the Plat and as follow (the "Project")
 - a. Property to be annexed into and re-zoned to RE-15 zone;
 - b. Project to consist of approximately eighty two (84) single family lots as generally shown on the Plat. Lot sizes shall be: approximately fourteen (14) one-half (1/2) acre lots' approximately fourteen (14) lots between one-half (1/2) and one-third (1/3) acre in size; and approximately fifty-three (53) one-third (1/3) acre lots.
 - c. Approximately five and one-quarter (5.25) acres of open space/wetlands, including a trail system;
 - d. Fifteen feet (15') wide temporary emergency gravel access road; and
 - e. Lot 84 is a single-family residential lot and cannot be subdivided any further.
2. Before commencement of the construction or development of any buildings, structures or other improvements on the Property, Developer shall, at its own expense, secure, or cause to be secured, any and all permits required in order to construct the Project. City shall provide all reasonable assistance to Developer in securing those permits. Developer shall carry out all construction of the improvements of the Project in conformity with all applicable laws and all applicable federal and state labor standards.
3. Developer for itself and its successors and assigns, agrees that during the construction of improvements of the Project Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, ancestry or

national origin. Developer shall take action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, ancestry, or national origin.

4. For the purpose of this Agreement, it is understood that the Parties are independent contractors and no employee or agent of one is, for any purpose of this Agreement, an employee or agent of the other. Nothing contained herein, or any of the obligations of the Parties hereunder, shall in any manner inure to the benefit of third parties.
5. Each Party agrees and covenants to hold the other Party harmless, and to indemnify and defend it and its officers and agents from and against any and all claims for loss, damage or injury, including death, sustained by any person and damage or injury to the property and for all expenses, including reasonable attorney's fees incurred or thereby arising from the actions of the indemnitor, its principals, staff, agents, contractors or employees. The provisions of this section shall survive the termination of this Agreement for any reason with response to any matters arising prior to the termination of the Agreement.
6. This Agreement embodies the entire agreement between the City and the Developer regarding the subject matter hereof. No oral agreements or conversations shall affect or modify any of the terms or obligations contained in this Agreement. This Agreement may be amended only by written agreement of the parties.
7. This Agreement has been negotiated by the respective parties hereto and their attorneys and the language hereof will not be construed for or against either party. Any deletion of language from this Agreement proper to execution by all parties hereto shall not be construed to have any particular meaning or to raise any presumption or implication, including without limitation, any implication that the parties intended thereby to state the converse or opposite of the deleted language.
8. In this Agreement, the singular includes the plural and the plural the singular; words imparting any gender include the other genders and the neuter; references to "Article," "Section," or "Exhibit," and like reference shall be to this Agreement unless otherwise specifically provided; the words "hereof," "herein," and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision here; references to "writing" include printing, typing, and other means of reproducing words in a visible form; references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms; and references to person include their permitted successors and assigns. Unless the context in which used herein otherwise clearly requires, "or" has the inclusive meaning represented by the phrase "and/or."
9. Whenever under this Agreement provision is made for one party securing the consent or approval shall not be unreasonably withheld, delayed or conditioned. Each party also agrees to act reasonably in all respects hereunder.

10. Any headings or captions appearing in this Agreement are for convenience only and are not to be used to construe, interpret or define the provisions hereof. All notices, consents and communications required or provided for hereunder shall be in writing. Facsimile transmission hereof shall be the same as delivery of an original signed copy. At the request of any party, however, the parties will confirm facsimile-transmitted signatures by signing and delivering an original thereof.
11. If any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction or as a result of any legislative action, such holding or action shall be strictly construed. Furthermore, provided the parties are still able to retain all of the material benefits of their bargain hereunder, such provision shall be construed, limited or, if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall remain unaffected and this Agreement shall be construed and enforced as if such provision in its original form and content had never comprised a part hereof.
12. This Agreement may be executed in counterparts, all of which shall constitute but one and the same instrument. The signature pages of exact copies hereof may be attached to one copy to form one complete document. Each executed counterpart hereof shall be deemed an original hereof for all purposes.
13. No waiver by any Party of any breach or default by any other Party in the performance by such Party of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any breach or default in the performance by such Party of any other obligations under this Agreement. Failure of any Party to notify any other Party hereto of a default on the part of said other Party, shall not constitute a waiver by such failing Party of the rights of such failing Party under this Agreement.
14. This Agreement shall be governed by and construed in accordance with the law of the State of Utah. If any provisions of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. Each notice associated with this Agreement shall be in writing and shall be deemed to have been properly given if served by personal service, nationally recognized overnight delivery service or by deposit with the United States Postal Service, certified mail with return receipt requested, and bearing adequate postage and addressed as hereafter provided. Each notice shall be deemed to have been received upon delivery or refusal thereof. Notice to the Parties shall be addressed as follows (or to such other address as may be designated in accordance with the provisions hereof):

Developer:

Golden Land Management Inc.

City:

16. The Parties shall cooperate together, take such additional actions, sign such additional documentation and provide such additional information as reasonably necessary to accomplish the objectives set forth herein.
17. All Exhibits attached hereto are incorporated herein by reference.
18. The Parties have read this document and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to obtain legal counsel of their choice.

(Signatures on following page)

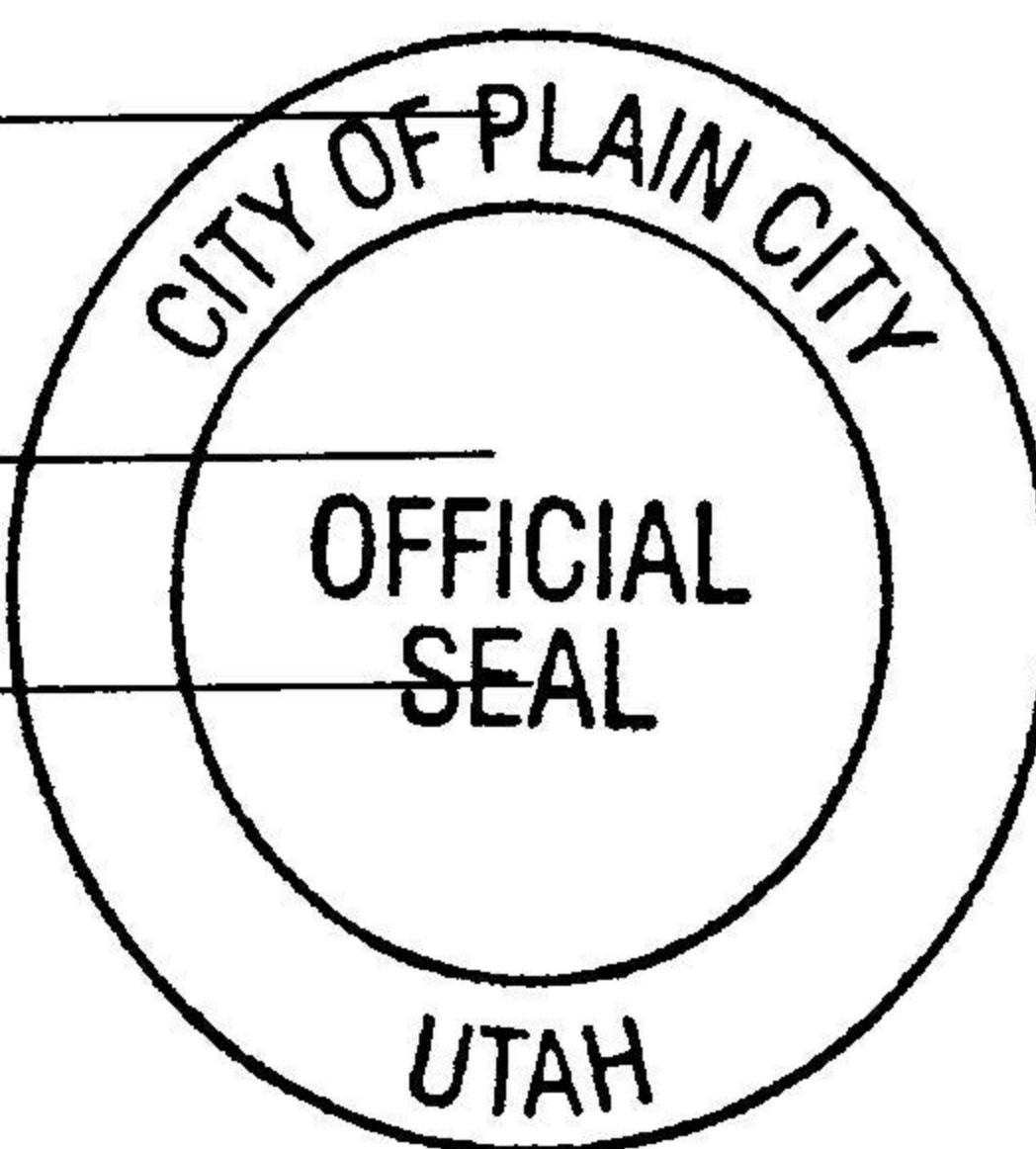
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

CITY:

PLAIN CITY, a municipal corporation

By: Jo Beesly
Its: Mayor

Attest: Dave W. Church
Its: City Recorder



APPROVED AS TO FORM:

John J. Thompson
City Attorney

DEVELOPER:

GOLDEN LAND MANAGEMENT INC.

By: Karen Thompson
Its: Manager

Attest: Jeff W. Haas
Its: AGENT.

**River Crossing Subdivision
Addendum to Consent Agreement
Outline**

- Plain City to Rezone Property to RE-15 Designation
- Project to consist of approximately 54.87 acres with eighty-four (84) single family lots
- Lot mix to consist of 1/3 to 1/2+ acre lots
- Lot mix percentages to be approximately
 - 1/3 acre lots (at least 14,520 sf) - 37 Lots - 44%
 - 1/3 to 1/2 acre lots (at least 15,000 sf) - 40 Lots - 48%
 - 1/2+ acre lots (at least 20,000 sf) - 7 Lots - 8%
 - Lot 26 contains 1.61 acres & Lot 84 contains 6.567 acres
- Total density is 1.53 units per acre.
- Open Space/Wetlands to consist of approximately 5.26 acres – 9.5%
- Trail System to be part of Open Space/Wetlands
- Temporary Emergency Gravel Access Road to be included on plat (15')
- Plain City will consider PRUD option in the RE-25 Zone that incorporates a Master Plan containing properties extending west of 4700 West to the property under consideration