

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Cassie Z. Brown
Syracuse City Recorder
1979 W 1900 S
Syracuse, UT 84075
cassieb@syracuseut.gov

E 3609159 B 8706 P 363-370
KELLY A. SILVESTER
DAVIS COUNTY, UTAH RECORDER
3/14/2025 11:58 AM
FEE 0.00 Pgs: 8
DEP MEC REC'D FOR SYRACUSE
CITY CORPORATION



12-339-0008
12-103-0080, 0156
0154, 0155, also 0062, 0064, 0066

AGREEMENT REGARDING DEVELOPMENT

This Agreement Regarding Development ("Agreement") is dated as of March 6, 2025, by and among **Woods Cross Properties 102, LLC**, a Utah limited liability company ("WCP"), **Syracuse Building 4, LLC**, a Utah limited liability company ("SB4") (WCP and SB4 collectively referred to as "Developer") and **Syracuse City** ("City"). Each of SB4 and City are sometimes referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. WCP and SB4 are each the owners of portions of the property described on Exhibit A (individually, the "WCP Property" and the "SB4 Property," respectively, and collectively the "Developer Property").

B. Developer is seeking the City's approval of (i) the re-zoning of the Developer Property from the R1 zone to the PRD zone and (ii) a Subdivision Plat for the subdivision and development of a portion of the Developer Property as single family residential lots, a portion as a City maintenance facility on the property to be conveyed to the City, and a portion as a public charter school (the "Subdivision Plat").

C. WCP plans to sell a portion of the WCP Property to Woodside Homes ("Woodside"), and Woodside will construct single family homes on each of the single family residential lots and sell those homes to homebuyers.

D. Developer and the City desire to enter into this Agreement to document their agreement regarding the development of the Developer Property.

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

1. Zoning and Density. The zoning of the Developer Property will be changed to the PRD zone. The Developer Property may be developed with up to 22 single family lots.

2. Architecture. The architecture of homes constructed on the residential lots within the Developer Property will conform to City code and will conform to the following specifications:

- A. Covered front porches 6' wide
- B. Window in door or to side of door
- C. Windows in garage doors in all farmhouse style elevations
- D. Masonry 30%, brick or stone front
- E. 70% fiber cement front
- F. Street side wainscot 4' masonry on corner, (north two houses)
- G. No stucco on front

3. CC&Rs and HOA. Woodside will either (a) record CC&Rs and establish an HOA for the residential lots within the Developer Property or (b) annex the residential lots within the Developer Property into the existing CC&Rs and HOA in a nearby community.

4. Fencing. Woodside will fence the east boundary of the residential lots within the Developer Property with 6' white vinyl fencing. Syracuse City desires an 8' precast concrete fence on the west side of the residential property. Syracuse City will fence the west boundary of the residential lots with 8' precast concrete fencing. Woodside will make payment to Syracuse City totaling the value of 6' foot vinyl fencing along the west boundary.

5. On-Site Open Space.

A. The Developer Property will include .1663 acres (5% of the total residential area) of open space by widening to 8 feet both the walking path and the park strip on the east side of the roadway that runs through the residential lots within the Developer Property. This expanded path and park strip will be considered the onsite amenity.

B. Woodside will install the path in the residential lots within the Developer Property. Each purchaser of a residential lot on the Developer Property will be responsible for the installation of landscaping in the park strip within their lot consisting of turfgrass and at least one (1) tree per home and completed within one (1) year after receipt of a certificate of occupancy of their home. Homeowners will be responsible for maintenance of the park strip landscaping and clearing snow from the path within their lot.

6. Public Trail Dedication, Construction, and Maintenance.

A. As agreed to in the Agreement for Exchange of Real Property between WCP and the City dated October 8, 2024, SB4, the successor in interest to WCP with respect to the SB4 Property, will dedicate land for a public trail (the "Trail") and will have the construction of the Trail completed in accordance with City building standards. Woodside will contribute to SB4 \$3.23 per square foot for 21,732 square feet, totalling \$70,194 to go towards the cost of the construction of the Trail.

B. Dedication of the Trail will fulfill the obligation to provide the additional 15% of the residential neighborhood open space (.4989 acres) required by the City for the SB4 Property.

C. Following dedication of the Trail, the City will be solely responsible for maintenance of the Trail.

7. Subdivision Plat Approval. Notwithstanding the requirements of Syracuse Municipal Code Section 10.125.020, Developer may, at its own risk, apply for preliminary and final approval of the Subdivision Plat without a jurisdictional determination from the Army Corps of Engineers. Notwithstanding the requirements of Syracuse Municipal Code Section and 10.75.040(C), if all other requirements have been satisfied, the Subdivision Plat may receive final approval and be recorded.

8. Time Frame for Performance and Time Limitation. This Agreement will be binding on Developer and its successors and assigns in perpetuity unless this Agreement is modified in accordance with the provisions of the Agreement outlined below. As time is of the essence, the City agrees to expedite necessary reviews, comments, and approvals.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

10. No Modification. This Agreement may not be amended or modified except in writing executed by the Party against whom such amendment or modification is being charged and recorded in the official records.

11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements with respect thereto, whether oral or written.

12. No Waiver. No delay or omission in exercising any right or in enforcing any provision of this Agreement shall constitute a waiver of such right or provision.

13. Attorneys' Fees. In the event of a dispute or litigation between the Parties with respect to the interpretation or enforcement of this Agreement, the prevailing Party in such dispute shall be entitled to reimbursement from the non-prevailing Party of its reasonable out-of-pocket attorneys' fees and costs incurred in connection with such dispute or litigation, including costs and expenses incurred in connection with the enforcement, perfection or collection of any judgment.

14. Binding Agreement. Each Party represents and warrants that this Agreement has been duly and validly authorized, executed and delivered, and constitutes the valid and binding obligation of such Party, and is enforceable in accordance with its terms.

15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

Syracuse Building 4, LLC,
a Utah limited liability company

Name: Ted Stevenson
Title: Manager

Woods Cross Properties 102, LLC,
a Utah limited liability company

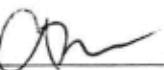
Name: Ted Stevenson
Title: Manager

Syracuse City

DAVE MAUGHAN
Mayor



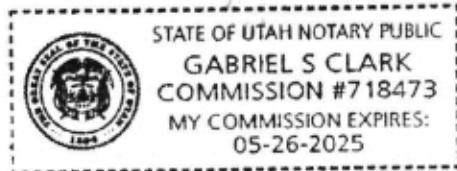
ATTEST:


CASSIE Z. BROWN
City Recorder

STATE OF UTAH)
)ss.
County of Davis)

The foregoing instrument was acknowledged before me this 13th day of February, 2025, who being by me duly sworn did say that she/he is the Manager of Syracuse Building 4, LLC, a Utah limited liability company, and that the foregoing instrument was signed in behalf of said entity, and she/he acknowledged to me that said entity executed the same.

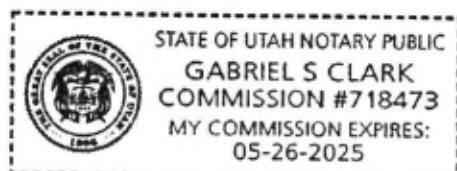
Gabriel S Clark
Notary Public



STATE OF UTAH)
)ss.
County of Davis)

The foregoing instrument was acknowledged before me this 13th day of February, 2025, who being by me duly sworn did say that she/he is the Manager of Woods Cross Properties 102, LLC, a Utah limited liability company, and that the foregoing instrument was signed in behalf of said entity, and she/he acknowledged to me that said entity executed the same.

Gabriel S Clark
Notary Public



STATE OF UTAH)
)ss.
County of Davis)

The foregoing instrument was acknowledged before me this 4th day of
MAY, 2025, who being by me duly sworn did say that he is the Mayor of
Syracuse City and that the foregoing instrument was signed in behalf of said entity, and he
acknowledged to me that said entity executed the same.

Mary S. Graham
Notary Public

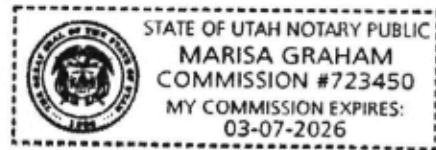


EXHIBIT A

LEGAL DESCRIPTION OF THE DEVELOPER PROPERTY

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF THE STILL WATER SUBDIVISION PHASE 8 WITH AN EXISTING FENCE LINE MARKING THE WESTERLY HIGHWAY RIGHT-OF-WAY AND NO ACCESS LINE OF SR-67 (WEST DAVIS HIGHWAY), KNOWN AS PROJECT NO. S-R199(229), LOCATED NORTH 00°11'36" EAST 92.24 FEET ALONG THEEAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21 (BASIS OF BEARINGS) AND NORTH 89°45'39" WEST395.96 FEET FROM THE DAVIS COUNTY MONUMENT MARKING THE EAST QUARTER CORNER OF SAID SECTION;

RUNNING THENCE NORTH 89°45'39" WEST 311.48 FEET ALONG THE NORTH LINE OF SAID STILL WATER SUBDIVISIONPHASE 8; THENCE NORTH 89°47'57" WEST 942.26 FEET ALONG THE NORTH LINES OF STILL WATER SUBDIVISION PHASES 7, 9A, AND 11 TO THE SOUTHEAST CORNER OF THE SYRACUSE CITY CORPORATION PARCEL AS DESCRIBED IN DAVIS COUNTY SURVEY FILE NUMBER 3380; THENCE ALONG THE EAST LINES OF SYRACUSE CITY CORPORATION PARCELS 12-103-0064, 12-103-0066, AND 12-103-0062 AS DESCRIBED IN SAID SURVEY, THE FOLLOWING TEN (10) COURSES: (1) NORTH 00°36'35" EAST 53.32 FEET; (2) NORTH 00°02'04" EAST 56.68 FEET; (3) NORTH 00°16'14"EAST 91.52 FEET; (4) NORTH 00°05'34" WEST 78.93 FEET; (5) SOUTH 84°24'08" EAST 9.26 FEET; (6) NORTH 00°19'01"WEST 57.38 FEET; (7) NORTH 00°29'49" WEST 70.21 FEET; (8) NORTH 00°26'15" WEST 60.38 FEET; (9) NORTH02°15'55" WEST 34.86 FEET; AND (10) NORTH 04°04'11" WEST 76.19 FEET TO THE SOUTH LINE OF LOT 8 OF MOSSACRES SUBDIVISION AMENDMENT; THENCE NORTH 89°40'01" WEST 27.00 FEET ALONG SAID SOUTH LINE TO THESOUTHWEST CORNER OF SAID LOT; THENCE SOUTH 89°16'44" WEST 305.55 FEET TO THE NORTHERLY RIGHT OF WAYLINE OF 2400 WEST STREET AS DEDICATED IN THE FIELDS SUBDIVISION PHASE 1; THENCE NORTH 89°47'03" WEST 4.61 ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE EASTERLY RIGHT OF WAY LINE OF SAID 2400 WEST AS DEDICATED IN THE SHORELINE EAST SUBDIVISION PHASE 1; THENCE NORTH 00°00'15" WEST 67.88 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 89°51'45" EAST 625.29 FEET; THENCE SOUTH 56°45'24" EAST 36.17 FEET; THENCE SOUTH 89°40'01" EAST 417.47 FEET; THENCE SOUTHEASTERLY 62.06 FEET ALONG THE ARC OF A 66.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A DELTA ANGLE OF 53°28'14", AND LONG CHORD OF SOUTH62°55'54" EAST 59.83 FEET; THENCE SOUTH 36°11'47" EAST 25.91 FEET TO THE SOUTH LINE OF SAID LOT 8 OF MOSSACRES SUBDIVISION AMENDMENT; THENCE SOUTH 89°40'01" EAST 24.28 FEET ALONG SAID SOUTH LINE TO SAIDFENCE LINE MARKING THE WESTERLY HIGHWAY RIGHT-OF-WAY AND NO

ACCESS LINE; THENCE SOUTH 36°11'47" EAST 716.39 FEET ALONG SAID FENCE LINE AND RIGHT-OF-WAY AND NO ACCESS LINE TO THE POINT OF BEGINNING.

CONTAINING 664,287 SQUARE FEET OR 15.250 ACRES MORE OR LESS FOR NAD 83 STATE PLANE UTAH NORTH ZONE BEARINGS, APPLY A CLOCKWISE ROTATION OF 00°20'50".