



ENT 85777-2025 PG 1 of 11
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Nov 3 01:19 PM FEE 40.00 BY LM
RECORDED FOR AMERICAN FORK CITY

PIONEERING AGREEMENT

This Pioneering Agreement (hereinafter referred to as "Agreement") is entered into as of this 21 day of January, 2025, by and between White Horse Developers, a LLC with its principal offices located at 42 E 1100 S American Fork Utah STE 1B (hereinafter referred to as "Developer") and American Fork City, a municipal corporation and political subdivision of the State of Utah with its principal offices located at 51 East Main Street, American Fork, Utah 84003 (hereinafter referred to as the "City").

RECITALS

WHEREAS, Developer owned/developed certain parcels of property located in American Fork, Utah County, Utah, specifically 13:069:0018 & 13:069:0017 consisting of 20.94 acres and further described in Exhibit A attached hereto (hereinafter referred to as the "Property");

WHEREAS, Developer has obtained approvals from the City to develop the Property into a Residential Subdivision commonly known as AF Crossing Plat A. However, development of the Property is subject to the installation of offsite Roadway Infrastructure improvements (the "Project Improvements") identified on Exhibit B attached hereto.

WHEREAS, the Project Improvements will provide direct benefit to other developers and owners of surrounding properties (the "Benefited Properties") when they develop their properties. The Benefited Properties are identified by tax parcel number and owner in Exhibit C attached hereto.

WHEREAS, Developer desires to be reimbursed for a proportionate share of the costs associated with the design, construction and installation of the Project Improvements as the Benefitted Properties connect and/or utilize the improvements;

WHEREAS, City is willing to administer reimbursement payments from the owners of the Benefitted Properties in accordance with the terms and provisions of this Agreement; and

WHEREAS, this Agreement is entered into to ensure the orderly development of real property within City limits, while maintaining and enhancing property values.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto contract, covenant, and agree as follows:

AGREEMENT

1. **Necessity of Improvements.** Developer expressly acknowledges that the Project Improvements are necessary for development of AF Crossing Plat A and are lawful conditions precedent for the approval and development of AF Crossing Plat A.
2. **Developer's Obligation.** Developer shall install the Project Improvements at Developer's cost and expense including all costs and expenses associated with engineering, planning, surveying, design, materials, labor, easements, property, construction costs, and bonding

relating to the Project Improvements, in accordance with the construction plans approved by the City for the development of AF Crossing Plat A and/or required by City ordinances and regulations (the "Pioneering Costs"). Pioneering Costs shall bear no interest from the date hereof to date of payment.

3. Approval, Inspection, and Acceptance. Developer and its assigns shall install the Project Improvements and post applicable bonds and improvement completion assurances in accordance with City ordinances to guarantee the installation of the Project Improvements according to City ordinances, regulations, and standards. The Project Improvements shall be approved by the City and inspections shall be conducted by the City to ensure that the Project Improvements are constructed per City standards. Upon completion, Developer shall deliver to City a set of as-built plans of the Project Improvements (in both paper and electronic format) with the verified actual amount of the Pioneering Costs of the Project Improvements. Upon successful completion of the Project Improvements and acceptance in writing by the City, Developer shall also provide an Improvement Warranty in accordance with City ordinances to ensure that the Project Improvements remain in good condition and free from defects for a period of one (1) year. Upon successful completion, approval by the City, and posting of an Improvement Warranty by Developer, the City shall accept, own, operate, and maintain the Project Improvements. Developer shall dedicate to the City ownership of all facilities, easements, and property necessary to properly operate and maintain the Project Improvements and shall not retain any ownership interest therein, unless City ordinances, agreements, or regulations provide otherwise.
4. Collection of Pioneering Costs. The City will require owners of the Benefitted Properties that develop their land or apply for building permits to pay to the City their proportionate share of the Pioneering Costs of the Project Improvements prior to granting development or subdivision approval or issuing building permits. The proportionate share shall be determined by the City based upon consideration of the street frontage, parcel size, and other relevant factors of each respective Benefitted Property. In no event shall City be liable for failure to make collection; it being understood and agreed that City will use its best efforts to make such collection.
5. Distribution of Pioneering Costs Received. The funds collected shall be paid by the City to the Developer within 60 days of collection, unless the payment is made under protest by the owner of the Benefitted Property or the payment is the subject of a lawsuit (filed or threatened), complaint, advisory opinion, or appeal. In such a case, the City will retain the funds until such time as the matter is resolved. When the matter is resolved, the City shall disburse the funds to Developer within 60 days. Nothing in this Agreement shall preclude Developer from arranging for up-front financial contributions for the Project Improvements from the owners of the Benefitted Properties.
6. Duration of Pioneering Costs for all improvements. If a development application is made after 10 years from the date of City Council approval, 12th of April 2021 hereof, there shall be no required payment of Pioneering Costs related to the offsite public improvements identified on Exhibit B as a pre-condition of development approval or

issuance of a building permit.

7. **Full Compensation.** The Developer hereby agrees it shall not be entitled to any reimbursement, compensation, incentive, or other payment from the City related to the Project Improvements. Nothing in this Agreement, however, shall preclude Developer from obtaining reimbursements or impact fee credits for "system improvements" or oversized public improvements requested or required by the City in relation to the Project. If the City requires Developer to upsize or extend any of the Project Improvements, the parties may negotiate a separate reimbursement agreement to be submitted to City Council for approval. Such upsizing costs, however, are not part of this Agreement.
8. **Choice of law.** This Agreement shall be interpreted and enforced under the laws of the State of Utah. Venue for any legal action brought on this Agreement shall lie with the Fourth Judicial District Court for Utah County, Utah.
9. **Authority.** Each individual executing this Agreement hereby represents and warrants that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified.
10. **Recitals and Exhibits Incorporated.** Each recital set forth above, and each exhibit attached to and referred to in this Agreement, is hereby incorporated by reference.
11. **Counterparts and Severability.** In the event that any provision of this Agreement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. **Entire Agreement.** This Agreement constitutes and comprises the entire understanding of the parties hereto, and supersedes any previous written or oral communication or representation related to the subject matter hereof.
13. **Amendment.** This Agreement may only be amended by written instrument signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

AMERICAN FORK CITY



Bradley J. Frost, Mayor

Attest:

Terilyn Lurker

Terilyn Lurker, Recorder

DATED this 30 day of Sept, 2025

White Horse Developers

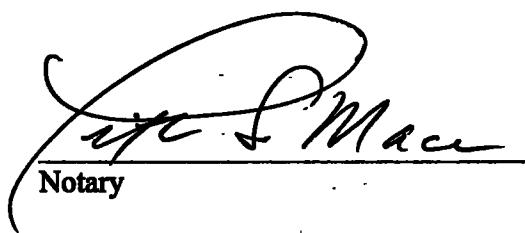
By: Michael B. Horan
 Name (Print): Michael B. Horan
 Its: Manager

State of Utah

County of Utah

On the 30th day of September, 2025 personally appeared before me
Michael B. Horan of White Horse Developers, whose identity has
 been proven on the basis of satisfactory evidence, and after being duly sworn acknowledges that
 he had authority to execute the foregoing Pioneering Agreement, for the purposes stated therein,
 and did so of his own voluntary act.




 Notary

Utah County Parcel Map

Exhibit A

Q X

Map Search X

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Search by Parcel Serial: I

13:069:0017 X

Search by Address: I

Find address or pl: Q

Search by Parcel Owner: I

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Utah County Parcel Map

Exhibit A

Utah County - This online map is for reference only and no liability is assumed for any inaccuracies. Powered by Esri.

Exhibit B

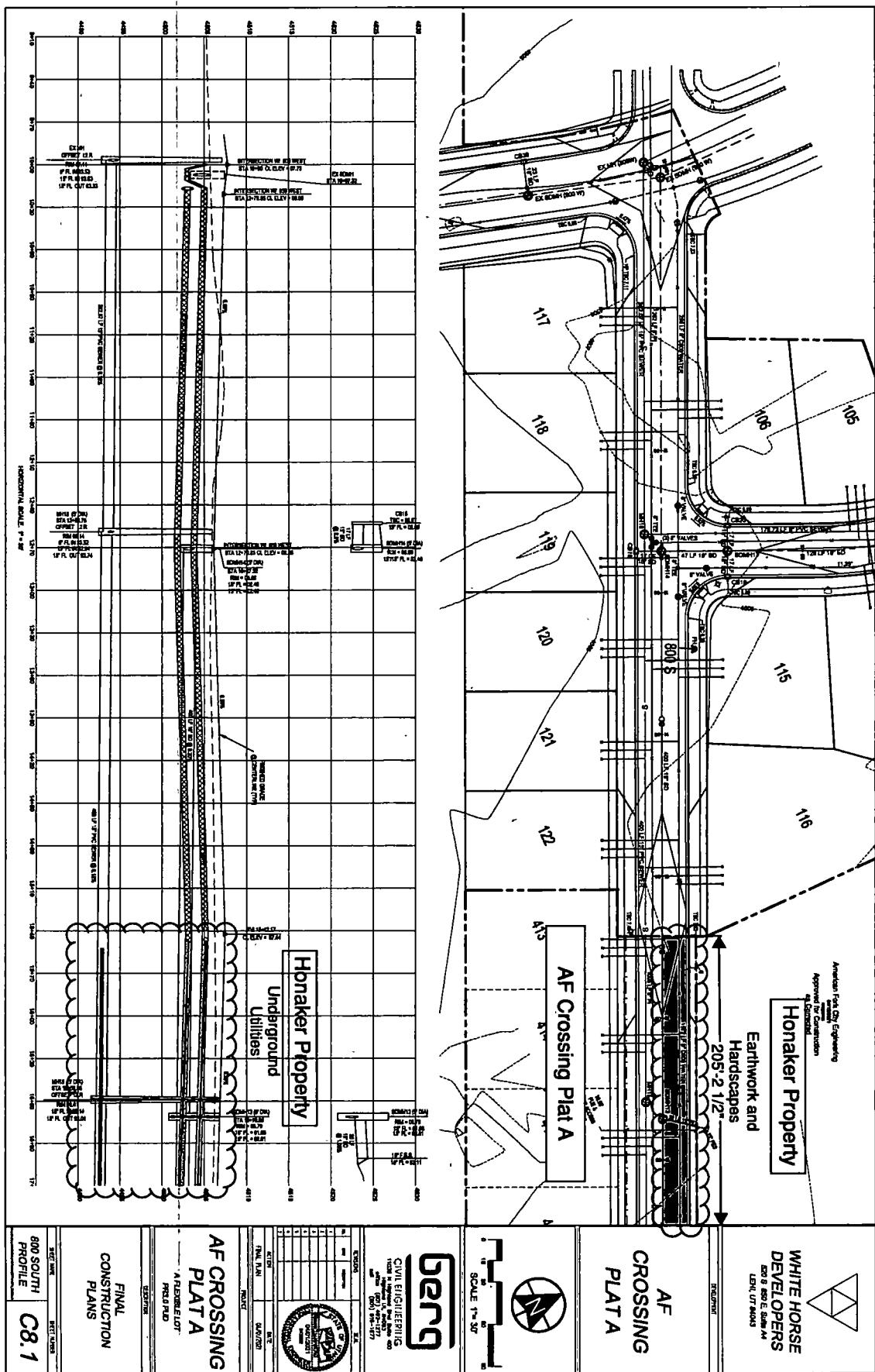
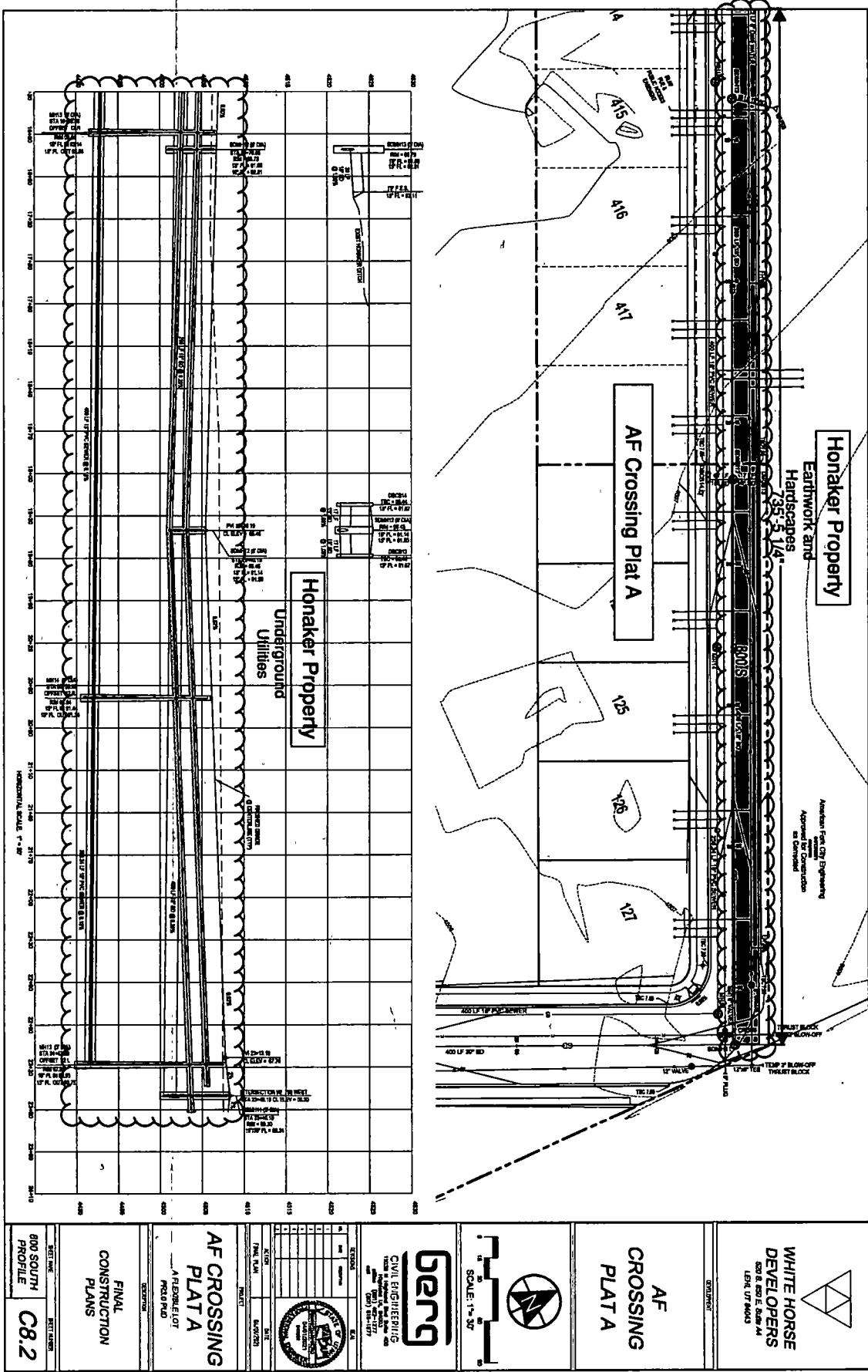


Exhibit B



Name of Development:

AF Crossing Plat A

Description of Item	Quantity	Unit	Unit Price	Total	AT Crossing Plan A	Marker	Total Pioneering
SITE & SWRP							
General Conditions	1	LS	\$2,000.00	\$2,000.00	50%	50%	\$1,000.00
Cut down ROW to Subgrade	25	CY	\$8.00	\$200.00	50%	50%	\$100.00
ROW Fill to Subgrade	400	CY	\$46.00	\$18,400.00	50%	50%	\$9,200.00
Subgrade Prep Site	16560	SF	\$0.26	\$4,305.60	50%	50%	\$2,152.80
Soil							
B ^g Sewer Main	780	LF	\$35.00	\$27,300.00	50%	50%	\$13,650.00
SSMH	3	EA	\$5,000.00	\$15,000.00	50%	50%	\$7,500.00
Sewer Trench Import	1590	CY	\$21.00	\$33,390.00	50%	50%	\$16,695.00
Storm Ditch							
15" Storm Drain	835	LF	\$45.00	\$37,575.00	50%	50%	\$18,787.50
SDMH	3	EA	\$4,500.00	\$13,500.00	50%	50%	\$6,750.00
Double Curb Inlet Box	2	EA	\$4,500.00	\$9,000.00	50%	50%	\$4,500.00
Curb & Gutter							
B ^g Water Main	820	LF	\$28.00	\$22,960.00	50%	50%	\$11,480.00
B ^g Valves	2	EA	\$2,000.00	\$4,000.00	50%	50%	\$2,000.00
B ^g Fittings	1	EA	\$850.00	\$850.00	50%	50%	\$425.00
Blow Offs	1	EA	\$1,800.00	\$1,800.00	50%	50%	\$900.00
Fire Hydrant	2	EA	\$6,500.00	\$13,000.00	50%	50%	\$6,500.00
Water Testing	1	LS	\$1,750.00	\$1,750.00	50%	50%	\$875.00
Water Trench Import	135	CY	\$21.00	\$2,835.00	50%	50%	\$1,417.50
PRESSURIZED IRRIGATION							
B ^g PI Main	850	LF	\$30.00	\$25,500.00	50%	50%	\$12,750.00
B ^g PI Valves	4	EA	\$2,000.00	\$8,000.00	50%	50%	\$4,000.00
B ^g Fittings	1	EA	\$850.00	\$850.00	50%	50%	\$425.00
Blow Offs	1	EA	\$1,500.00	\$1,500.00	50%	50%	\$750.00
PI Testing	1	EA	\$1,750.00	\$1,750.00	50%	50%	\$875.00
ROADS/GRASS							
Curb and Gutter	740	LF	\$40.00	\$29,600.00	50%	50%	\$14,800.00
Catch Basin Tie Ins	1	EA	\$900.00	\$900.00	50%	50%	\$450.00
Import and Place 12" Subbase	16560	SF	\$2.10	\$34,776.00	50%	50%	\$17,388.00
Import and Place 8" Roadbase	15820	SF	\$1.80	\$28,476.00	50%	50%	\$14,238.00
3" Asphalt	13600	SF	\$2.40	\$32,640.00	50%	50%	\$16,320.00

Utah County Parcel Map

Q Map Tools ✖

Map Reset Tools

Add/Remove

Coordinate Tool

Measurement Tool

Deed Points

Open Web Map

ⓘ

Deed Points

Map Header

AF Crossing Plat A
800'

☰

Utah County
HEART of UTAH

34:694:0164
AMERICAN FORK CITY
-AMERICAN FORK

Utah County - This online map is for reference only and no liability is assumed for any inaccuracies. Powered by Esri

Legal Description

13:069:0019

COM S 96.92 FT & N 89 DEG 26' 0" W 243 FT FR N 1/4 COR. SEC. 27, T5S, R1E, SLB&M.; S 89 DEG 26' 0" E 723 FT; S 0 DEG 55' 0" W 323 FT; S 89 DEG 55' 0" W 410.81 FT; N 65 DEG 8' 0" W 342.1 FT; N 0 DEG 43' 0" E 178.68 FT TO BEG. AREA 4.913 AC.

13:069:0016

COM S 427.18 FT & S 89 DEG 53' 37" W 2167.55 FT FR NE COR. SEC. 27, T5S, R1E, SLB&M.; S 0 DEG 40' 12" W 193.82 FT; N 65 DEG 8' 0" W 461.55 FT; S 89 DEG 57' 41" E 421.03 FT TO BEG. AREA 0.936 AC