

**WORK SESSION-May 4, 2022, 6:00 p.m.**

**Minutes of the Huntsville Town Council Work Session, held at the Huntsville Town Maintenance Office, 165 South 7500 East, Huntsville. The work session was held with the Planning Commission and CW Lands to discuss the development agreement for Sage Subdivision adjacent to SR 39.**

**Attending:** TCM Bruce Ahlstrom, TCM Kevin Anderson, TCM Artie Powell, TCM Sandy Hunter, PCM Steve Songer, PCM Liz Poulter, PCM Allen Endicott

**Zoom:** Mayor Sorensen, Tony Hill, Todd Meyers, Bill Morris

Mayor Pro Temp Kevin Anderson welcomed the group to the meeting. Mayor Sorensen is traveling and joining by Zoom. The TC and PC are meeting with members of CW Lands regarding proposed changes to the subdivision plan. TCM Anderson turned time over to Todd for a presentation.

**(See multiple attachments previous copies of the development agreements, annexation agreement and proposed concept plan)**

Todd Meyers explained he heard the concerns of the TC and PC that a private road and gates would not make the subdivision feel like part of the community. The concern for CW Lands has always been a cut through traffic from SR-39. The idea proposed to remedy both concerns was a cul-de-sac. The proposed cul-de-sac would be longer than a normal cul-de-sac. There are restrictions in the Huntsville Town Code regarding the length of cul-de sacs. In addition, the Weber Fire District has code restrictions. The proposed cul-de-sac design would be longer than both codes would allow for.

Todd Meyers met with David Reed, Weber Fire Marshall, and discussed the project. To alleviate David Reed's concerns regarding a long turn around, it was suggested that CW Lands have a turn around every 750 feet into the road. David Reed sent an email of support for the new plan. The street would still have 28 feet of pavement and the dedicated road would be 66 feet. The roundabouts every 750 feet will be traffic calming and able to accommodate the turn arounds for the fire trucks. CW Lands would like to landscape the turnarounds. The roundabouts will not allow for street parking because of the width needed for fire trucks. The flag lot driveways would need to be increased to 26 feet for each parcel. The cul-de-sac with the addition of the roundabout circles would drop some of the lots below three acres. A solution to the smaller lot would be to establish an easement onto the properties to keep them at three acres.

Todd Meyers has reviewed the proposed changes to the A-3 zone. The only concern he had is the frontage requirements on the road. He was not sure Sage would have the frontage requirements on three of the 21 lots. Until the drawings are done, they won't know the exact frontage. CW Lands would need to address these concerns in the development agreement.

Todd Meyers stated he believes the Army Corps are ready to make their decision regarding the wetlands. They have come to the site to take another sample, but they are getting close to a decision. The former plat drew out the lots with all setbacks and consideration of sensitive lands guidelines. The smallest building envelope is 30,000 square feet which is approximately .68 acres. PC Chair Doug Allen stated that the sensitive land has not been mapped yet. Until the time that the Army Corps makes their ruling, no one knows how big the building envelopes are going to be.

TCM Anderson came back to the point about guaranteeing density. Huntsville does not want to be tied to a concept plan for 21 lots. Huntsville would like to know what UDOT plans are prior to the concept map of Sage is accepted as law. TCM Anderson would like the Governing Standards in 4a not to include the concept plan as part of the standards and guidelines. He would like the code and agreements to govern the lot density.

Tony Hill pointed to the annexation agreement that also attaches a concept plan to that agreement. The lot density in the annexation agreement is a maximum of 21 lots subject to the wetland's delineation and such. TCM Anderson would like to see the wording "not to exceed 21 lots." TCM Hunter pointed to the wording in the annexation agreement and would like to see the same wording in the development agreement. TCM Anderson agreed with using the same wording in the development agreement as in the annexation agreement.

TCM Anderson asked about clarification on the gates. CW Lands likes the original concept plan in the annexation agreement, which was a through street as a private road, maintained by the HOA with gates. However, CW Lands is also willing to change to a cul-de-sac and make the road a public road, without gates. There was still a question about who would maintain the road. TCM Hunter asked Todd Meyers about road maintenance who replied that the residents would receive maintenance like other residents of Huntsville receive maintenance.

Tony Hill would like to put together a revision of the development agreement. Todd Meyers wanted to poll the TC for a preference of the concept plans. He needed to make some decisions regarding the construction of a bridge if going with a through street.

TC Anderson asked for additional comments on the development agreement. TCM Powell would like the statement in paragraph 3 "Zoning" removed. It states:

The Town Council has reviewed the Agreement and determined that it is consistent with and conforms to the Municipal Land Use, Development and Management Act...and that it provides for and promotes the health, safety, welfare, convenience, aesthetics, and general good of the community as a whole.

TCM Hunter asked that the same wording in 4.2 of the annexation agreement be added to the development agreement regarding density. She also requested the last sentence of 6.b. be added back in the agreement. That sentence states "Notwithstanding this Paragraph, the

Project shall be limited to one (1) single-family home per lot, and no transient rentals for less than thirty (30) days.”

In addition, TCM Hunter asked that wording in section 5 be included to state that no lots will be sold, or street improvements done without approval of the final plat. TCM Hunter will send Tony Hill the wording for this section.

PCM Jeff Larsen asked that the Wetlands section in 4.g. refer to Huntsville’s sensitive land code in 15.5.

TCM Anderson thanked CW Lands for joining the work session. The Town Council and Planning Commission went on to discuss both concepts and which was preferred. All expressed their opinions and consensus is the cul-de-sac design is preferred. TCM Anderson would like additional clarification on the 750-foot roundabouts. This is against the fire code, and he would comfortable if there was a failsafe on 100 South.

The Town Council discussed arrangements for the 4<sup>th</sup> of July.

**TCM Powel motioned to adjourn the meeting.** TCM Hunter seconded the motion. All votes Aye.

Meeting adjourned at 8:05 p.m.

  
Beckki Endicott, Recorder

#### 15.25.2.2 Street and Alley Widths, Cul-de-Sacs, Easements

- A. Street Dedication. Streets in subdivisions shall be dedicated to Huntsville Town as public streets.
- B. Streets shall conform to the width designated on the Huntsville Town Master Street Plan wherever a Subdivision falls in an area for which the street plan has been adopted. For territory where such a Street Plan has not been completed at the time the Subdivision Preliminary Plan is submitted to the Huntsville Town Planning Commission, streets shall be a minimum width of ninety-nine (99) feet.
- C. Alleys shall have a minimum width of thirty three (33) feet.
- D. Terminal streets (cul-de-sacs) shall be used only where unusual conditions exist which make other designs impossible. Each cul-de-sac must be a minimum of one hundred (100) feet in diameter. If surface water drainage is into the turn around due to the grade of the street, necessary catch basins and drainage easements shall be provided.

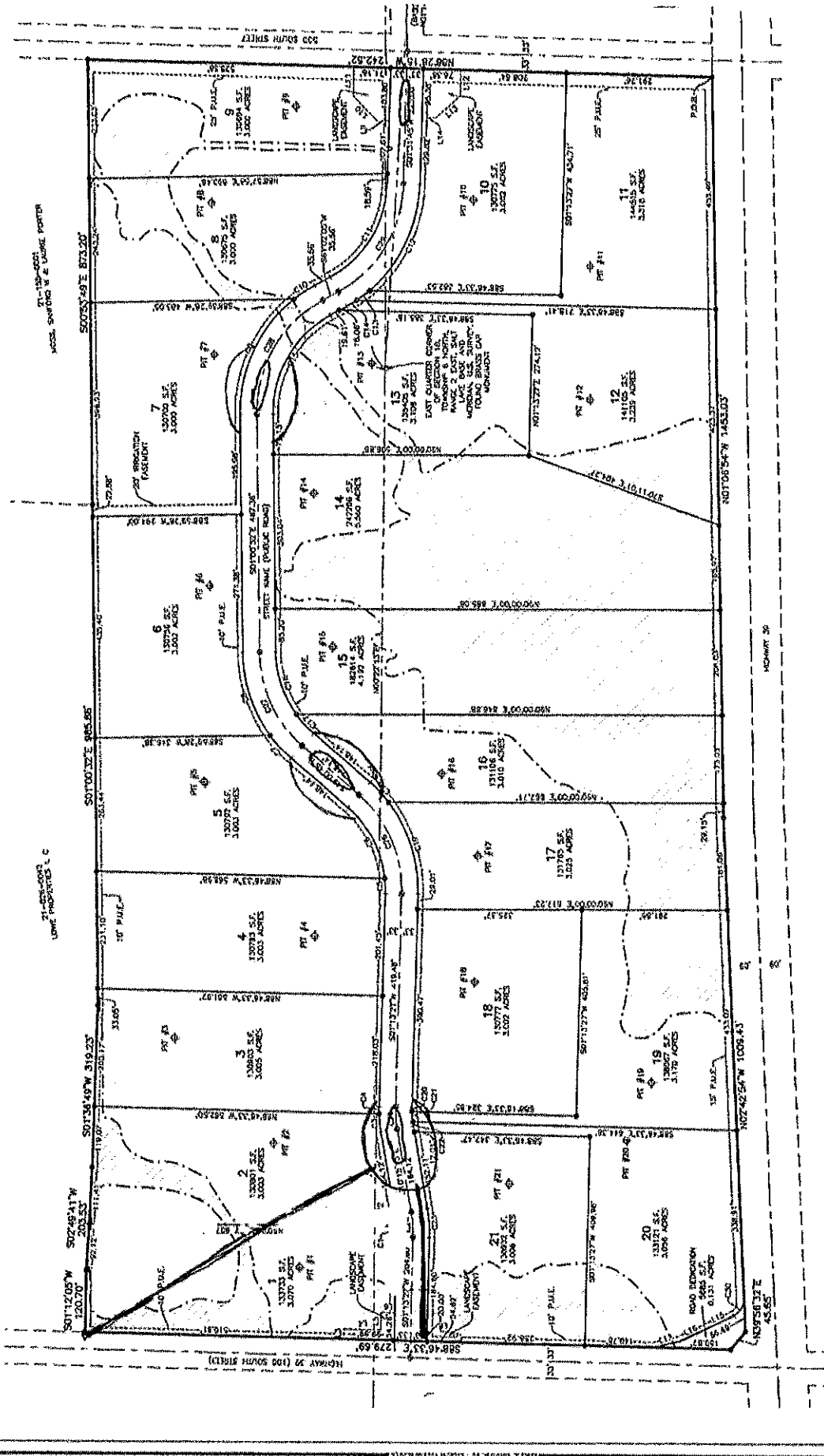
All temporary turnarounds at the ends of streets which will someday continue through to the adjacent property, shall be provided, with a road-base turning area thereof not less than one-hundred (100) feet in diameter, and to be available for public use so long as the terminal street (cul-de-sac) condition exists at the end of the road.

Minor terminal streets (cul-de-sacs) proposed in a subdivision of flat land where through streets are impossible, shall have a maximum length of 650 ft. to the beginning of the turnaround or may serve a maximum of 14 lots, whichever ever is greater.



# SAGE

PART OF THE EAST HALF OF SECTION 18 AND THE WEST HALF OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY  
HUNTSVILLE TOWN, WEBER COUNTY, UTAH  
NOVEMBER, 2021



Over the past year I have heard several times from staff, Planning Commission members, Town Council and residents that a gated neighborhood does not feel like Huntsville, while at the same time understanding the problem with cut through traffic. To address this I have been working to find a solutions to address these concerns. Separately, yesterday I met with Colin and the Fire Marshall to identify workable solution.

CW Land and Fire Department are in support of the below plan, our hope is the Town will also find this option as a win/win solution;

- Instead of connecting to 500 West the street would be cul-de-sacs. Through the DA to the Town would need to grant a subdivision variance (15.25.2.2) for the length of the dead end street of approximately 2350 ft with 21 single family homes.
- The street would be public. Per the Annexation Agreement the right-of-way would continue to be 66 ft wide with a 28 ft pavement section.
- The street would include four landscape islands located in the center of the street wide. One island at the entrance, one at the end of the cul-de-sac and two roughly dividing the street into quarter section. The island/street section would be designed to comply with the turning needs of a fire truck.
- I would recommend that the landscape islands would be platted lots and dedicated to the HOA. CW Land would install the landscaping and the HOA would be responsible for long-term maintenance.
- The turning circles would be signed "no parking".
- Neither the public street or flag lots would be gated.
- The width of the shared flag driveways would be increased from 24ft to 26ft.
- The increased ROW dedication because of the turning circles may drop some of the lots below the 3 acre requirement. The Town would need to accept these lots so the project continues to have 21 buildable lots.
- The turning circles will be mounted up to help block headlights and will also help reduce traffic speeds.

Please feel free to forward these e-mail to the members of the Planning Commission and Town Council.

Todd

## ANNEXATION AGREEMENT FOR PROPERTY LOCATED AT HUNTSVILLE TOWN, WEBER COUNTY, UTAH

This Annexation Agreement ("Agreement") is made and entered into as of the date set forth on the signature page, by and between CW Land Co., LLC, a Utah limited liability company ("Developer") and Huntsville Town, a municipality and political subdivision of the State of Utah ("Town"). Developer and Town may be referred to herein individually as a "Party" or collectively, as the "Parties".

### RECITALS

A. The Developer is the fee title owner of approximately 73 acres of land located East of Highway 39 from 100 South to 500 South, Parcel Nos. 24-019-0001, 24-019-0023, 24-019-0012, 24-019-0013, 21-026-0041, 24-019-0011, and 21-026-0040 (the "Property"). A Map identifying the Property is attached hereto as **Exhibit "A"** and incorporated by this reference;

B. The Developer duly filed an Annexation Petition ("Petition") to the Town for consideration by the Town Council, and the Town Council accepted said Petition which was subsequently certified by the Town Clerk;

C. The Petition is consistent with the Town's Annexation Policy Plan;

D. The Developer and Town desire to enter this Agreement to govern aspects of the annexation in order to benefit the health, safety, and welfare of the overall community and the area being annexed;

E. The area to be annexed and developed is set forth in the Concept Plan is attached hereto as **Exhibit "B"** and incorporated by this reference.

### AGREEMENT

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

1. **Definitions.** In this Agreement, the following terms shall have the following meaning and except where context requires otherwise, the singular of a term includes the plural and vice versa. Other terms may be defined elsewhere in this Agreement.

1.1. "A-3 Zone" means Sections 15.10.1 through 15.10.7 of the Town Land Use Regulations.

1.2. "Concept Plan" means the concept plan for the Development attached hereto as **Exhibit "B."**

1.3. "Developer" means CW Land Co., LLC, a Utah limited liability company, with a principal mailing address of: 1222 West Legacy Crossing Boulevard, Suite 6, Centerville, Utah 84014.

1.4. "Development" means the Concept Plan and other plans for the Property to form a cohesive residential development in the overall community. The Development is commonly referred to as "The Sage" by Developer.



1.5. "Property" means those certain parcels of land consisting of approximately 73 cumulative acres identified as Parcel Nos. 24-019-0001, 24-019-0023, 24-019-0012, 24-019-0013, 21-026-0041, 24-019-0011, and 21-026-0040.

1.6. "Town" means Huntsville Town, a body corporate and politic of the State of Utah, with a principal office located at 7309 East 200 South, PO Box 267, Huntsville, Utah 84317.

1.7. "Town General Plan" means that certain *General Plan for Huntsville Town, Utah* dated December 17, 2020.

## **2. Conditions Precedent**

2.1. Town Council Approval Required. This Agreement shall be approved in conjunction with the Town Council adopting an Ordinance approving the annexation of the Property, and any other properties that may be involved in the annexation.

2.2. Restrictions of Use. Developer and Town agree to restrict the uses of the Development as provided in this Agreement as applied by the land use and subdivision regulations adopted by the Town governing the Development, and to provide such additional amenities as are set forth in this Agreement, the municipal code, and submitted documents in connection with the complete land use applications.

## **3. Preliminary Provision**

3.1. Property Affected by this Agreement. The legal description of the Property, to which this Agreement applies, is attached as **Exhibit "A."** The annexation of other properties and parcels as part of any annexation Ordinance approving this Agreement does not limit or impact this Agreement whatsoever nor other parcels or properties annexation in conjunction with the Property.

3.2. Amendment of this Agreement. This Agreement may only be modified, amended, or terminated by the Parties by mutual written consent, which consent requires the approval of the Town Council.

3.3. Development Rights. Upon execution of this Agreement by the Parties, and unless otherwise provided for in this Agreement, the Developer shall be entitled to construct a maximum of twenty-one (21) residential dwelling units within the Development, of which, four (4) dwelling units may be situated on flag lots, as further set forth herein. The Development of those four (4) units shall comply with all other codes in effect at the time of the land use applications are duly filed and complete, unless otherwise approved herein or in a subsequent subdivision development agreement pertaining to the Development.

## **4. Town's Undertakings**

4.1. Initial Zoning and Platting. Subject to the satisfaction of the conditions set forth in Article 2, Town shall make diligent good faith efforts to process the approvals for the Development in accordance with Utah law:

4.2. Density. The overall density for the Development shall not exceed twenty-one (21) residential dwelling units. However, Developer may be further limited from developing the maximum lots set forth in this Paragraph by wetlands, topography, or other limiting factors unrelated to this Agreement.

4.3. Lot Frontage; Front, Side, and Rear Setback. The minimum requirements for lot frontage and front, side, and rear setbacks shall be shown on the approved final plat for the Development consistent with the land use regulations, which final plat may depict up to but not to exceed four (4) flag lots within the Development. Any flag lots require separate approval from Fire Marshall of the Weber Fire District.

4.4. Street Design. The following shall apply within the Development: (i) streets shall include twenty-six feet (26') of asphalt, without curb and gutter or sidewalk; and (ii) include drainage swales based upon approved low impact road standards with an overall right-of-way of sixty-six feet (66').

4.5. Special Considerations. The Development is to provide for the following special considerations:

4.5.1. A maximum of four (4) flag lots as preliminarily depicted on the Concept Plan attached hereto.;

4.5.2. All lots within the Development shall be a minimum three (3) acres;

4.5.3. Approximately twenty-five percent (25%) of the Development is comprised of Wetlands subject to a Conservation Easement to be dedicated to the Town or its designee;

4.5.4. The Developer agrees to preserve the maximum amount of wetland acreage possible as set for in a wetland delineation to be completed and provided to the Town and as may otherwise be directed by the U.S. Army Corps of Engineers approval of this Development;

4.5.5. The Development is planned to impact the least amount of wetland acreage possible;

4.5.6. The Developer has received an Aquatic Resource Delineation Report;

4.5.7. The Developer has worked closely with the Town to obtain its approval of the wetlands mitigation and Concept Plan based on the unique characteristics of the Development; and

4.5.8. The Developer agrees to implement a mutually agreed upon Conservation Easement to preserve the maximum amount of wetland acreage and other open space that may be included .

4.6. Land Use Applications. The Developer agrees that it shall submit timely, complete applications with sufficient time that the Town can properly notice the hearings and meetings that are necessary with each application.

4.7. Utility Services. The Town agrees that in areas where municipal services are not presently extended, such services will be extended on an as-needed basis by, and at the cost of the Developer. All such extensions shall comply with the municipal code. Additionally, upon annexation and payment of all applicable fees and costs, the Development shall receive the following services from the Town: (i) culinary water; (ii) police protection; (iii) planning and zoning, including enforcement; (iv) curb side garbage collection; and (v) other services provided by the Town. Upon annexation the Developer shall pay to the Town the amount of \$20,000, per lot, for the connection to the Town's culinary water service. The Town shall refund the Developer for any lot not included in the final subdivision plat.

5. **Developer's Undertakings.** Conditioned upon the Town's performance of its undertakings set forth in Article 4, and provided Developer has not terminated this Agreement pursuant to Section 7.1, Developer agrees to the following:

5.1. **General Plan and General Plan Map Amendment.** Apply for and support the change in designation on the Town General Plan Map for the Development to be designated as the A-3 Zone, along with general plan amendments supporting such zone.

5.2. **Initial Zoning** The Development is annexed and designated as A-3 Zone.

5.3. **Declaration of Covenants, Conditions, and Restrictions.** Developer shall, prior to recordation of the final approved plat, form a homeowners' association and incorporate one set of residential suitable codes, covenants and restrictions, and reservation of easements for the Development (the "Declaration"). The Declaration shall include, among other provisions, maintenance responsibilities for the right-of-way (discussed below) and common area amenities.

5.4. **Right-of-Way.** The sixty-six foot (66') right-of-way located with the development, and graphically depicted on the Concept Plan, shall be constructed and comply with all Town standards and specifications. Additionally, the Development's homeowners' association shall be responsible for the maintenance, repair, and general upkeep of the right-of-way including, without limitation, snow removal. In the event the homeowners' association fails to maintain the private right-of-way to Town standards, the Town may provide written notice of such failure and a reasonable cure period to remedy the identified deficiencies. If the homeowners' association has failed to remedy the identified deficiencies to Town standards, then, upon expiration of the applicable cure period, the Town may create a special service district (as defined in Utah Code Ann. §17D-1-102(11)) to fund maintenance of the right-of-way.

5.5. **Secondary Water.** As a condition to annexation, Developer will ensure that the Development is accompanied by sufficient water rights and water sources, which rights and sources may be addressed in the subdivision development agreement.

5.6. **Financial Guarantees.** As a condition to annexation, and when applicable, Developer agrees to furnish and file with the Town a escrow agreement for the Development in the amount equal to the Town Engineer's Cost Estimate.

5.7. **Proposed Concept Plan.** The Development shall be substantially similar to the proposed Concept Plan. It is recognized that minor adjustments to the Concept Plan may be necessary during subdivision approval, accommodating changes in infrastructure, engineering, or adjustments to enhance utility and connectivity. Approval of this Agreement shall not be interpreted to entitle Developer to a specific approval by the Town of a layout for purposes of the subdivision approval and other code requirements governing the Development.

5.8. **Compliance with Law.** The Parties agree to be bound by all Town and State rules, regulations, and codes.

5.9. **No Pre-Approval.** The enumerations in this Agreement are not to be construed as approvals thereof except as specifically provided herein, as any required land use approval process must be pursued independent hereof.

5.10. **Conflicts.** Any conflict between the provisions of this Agreement and the Town code shall be resolved in favor of this Agreement.

6. **General Requirements and Rights of the Town**

6.1. **Issuance of Permits.** Developer, or its assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Developer's undertakings and shall make application for such permits directly to the Town and agencies having authority to issue such permits in connection with the performance of Developer's undertakings. Town shall not unreasonably withhold or delay the issuance of its permits. Developer understands and acknowledges that other permits, including but not limited to septic tank permits, and other code requirements require approval of a governmental agency separate and apart from the Town.

6.2. **Completion.** The Developer shall, in good faith, reasonably pursue completion of the Development. Each portion of the Development must independently meet the requirements of this Agreement and the municipal code, such that it will stand alone if no further work takes place within the Development.

6.3. **Access to the Development.** For purposes of assuring compliance with this Agreement, so long as they comply with all safety rules of Developer and its contractor, representatives of the Town shall have the right of access to the Development without charges or fees during the period of performance of Developer's undertakings. Town shall indemnify, defend, and hold Developer harmless from and against all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of the death of a person or any accident, injury, loss, or damage caused to any person, property, or improvements on the Development arising from the negligence or omissions of the Town, or its agents or employees, in connection with Town's exercises of its right granted in this Section 6.3.

7. **Remedies**

7.1. **Remedies for Breach.** Unless otherwise provided in this Agreement, in the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said timeframe, the Party receiving such notice shall, within such timeframe, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its option to:

7.1.1. Cure or remedy such default or breach, such as proceedings for injunctive relieve, to compel specific performance by the defaulting Party, or declare a material breach by the Party; provided, however, such relief shall exclude the award or recovery of any damages by either Party.

7.2. **Attorneys' Fees.** Each Party agrees that should it default in any of the covenants or agreements contained herein, the defaulting Party shall pay all costs and expenses, including reasonable attorneys' fees which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing a lawsuit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

8. **General Provisions**

8.1. Reserved Legislative Powers. The Developer acknowledges that the Town is restricted in its authority to limit its police powers by contract and the limitations, reservations, and exceptions set forth herein are intended to reserve to the Town all of its police power that cannot be so limited. Notwithstanding the retained power of the Town to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of the Developer under the terms of this Agreement based upon policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as set forth in Utah Code Ann. §10-9a-509. Any proposed change affecting the vested rights of the Development shall be of general application to all development activity within the Town; and unless in good faith the Town declares an emergency, the Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any such proposed change and its applicability to the Development under the compelling, countervailing public interest exception to the vested rights doctrine.

8.2. No Joint Venture, Partnership, Third-Party Rights, or Agency. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the Parties and does not create any rights or benefits to third-parties. No agent, employee or servant of the Developer or the Town is or shall be deemed to be an employee, agent, or servant of the other Party. None of the benefits provided by any Party or by the Developer to its employees, including but not limited to worker's compensation insurance, health insurance, and unemployment insurance are available to the employees, agents, contractors, or servants of the other Party. The Parties shall each be solely and entirely responsible for their respective acts and for the acts of their respective employees, agents, contractors, and servants throughout the term of this Agreement.

8.3. Agreement to Run with the Land. This Agreement shall be recorded against the Development and shall be deemed to run with the land and shall be binding on all successors and assigns of the Developer in the ownership and development of any portion of the Development.

Term. This agreement is terminated in the event that the Annexation is not completed.

8.4. Assignment. Neither this Agreement nor any of the provisions hereof can be assigned to any other party, individual, or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of the Town, which review is intended to assure the financial capability of any assignee. Such consent shall not be unreasonably withheld.

8.5. Integration. This Agreement contains the entire understanding with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature.

8.6. Severability. If any part or provision of this Agreement shall be adjudged unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific part or provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

8.7. 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, be by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below. Any Party may change its address or notice by giving written notice to the other Party in accordance with the provisions of this Section.

To Developer: CW Land Co., LLC  
Attn: The Sage Development Team  
1222 W. Legacy Crossing Blvd., STE 6  
Centerville, UT 84014

To Town: Huntsville Town  
Attn: Town Clerk  
7309 E. 200 S.  
Huntsville, UT 84317

8.8. Amendment. The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. The amendment of this Agreement shall require the prior approval of the Town Council.

8.9. General Terms and Conditions.

8.9.1. Non-liability of Town Officials or Employees. No officer, representative, agent, or employee of the Town shall be personally liable to the Developer or any successor in interest or assignee of the Developer, in the event of any default or breach by the Town or for any amount which may become due, the Developer, or its successors or assignee, for any obligation arising out of the terms of this Agreement.

8.9.2. Referendum or Challenge. Both Parties understand that any legislative action by the Town Council is subject to referendum or challenge by individuals or groups of citizens, including approve of development agreements. The Developer agrees that the Town shall not be found to be in breach of this Agreement if a referendum or challenge is successful, so long as the referendum or challenge relates to the Town Council's approval of this Agreement. In the case of a successful referendum, this Agreement shall be void at inception.

8.9.3. Ethical Standards. The Developer represents that it has not: (i) provided an illegal gift or payoff to any officer or employee of the Town, or former officer or employee of the Town, or to any relative or business entity of an officer or employee of the Town; (ii) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (iii) breached any of the ethical standards set forth in Utah Code Ann. § 10-3-1301 et seq. and 67-16-3 et seq.; or (iv) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the Town or former officer or employee of the Town to breach any of the ethical standards set forth in the State of Utah or Town code.

8.9.4. No Officer or Employee Interest. It is understood and agreed that no officer or employee of the Town has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer, or any member of any such persons' families shall serve on any Town board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. This Section 8.10.4 does not apply to elected officials.

8.9.5. Governing Law and Venue. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions


of this Agreement shall have exclusive venue in the Second District Court of the State of Utah, Farmington Division.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their respective duly authorized representatives as of the 5 day of August, 2021 (the "Effective Date").

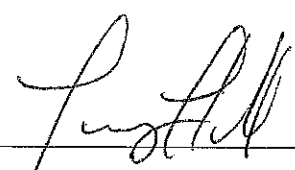
**DEVELOPER**

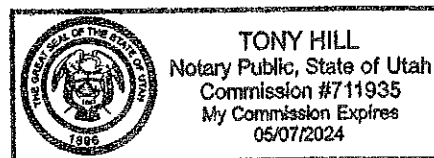
CW LAND CO., LLC,  
a Utah limited liability company

By:   
Name: Colin H. Wright  
Title: Manager

STATE OF UTAH                    )  
  §  
COUNTY OF DAVIS            )

On this 27 day of AUGUST, 2021, personally appeared before me Colin H. Wright, the Manager of CW LAND CO., LLC, a Utah limited liability company, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Annexation Agreement on behalf of said company and who duly acknowledged to me that he / she executed the same for the purposes therein stated.

  
(Notary Public)



(Seal)



TOWN

HUNTSVILLE TOWN

By: [Signature]  
Name: Jim Truett  
Title: Mayor



Attest:

Approved as to Form:

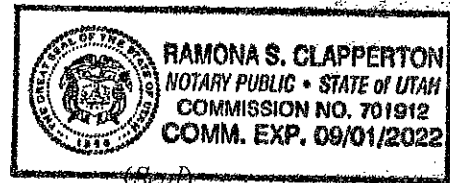
By: [Signature]  
Name: Beckki Endicott  
Title: Town Recorder

By: [Signature]  
Name: Bill Morris  
Title: Town Attorney

STATE OF UTAH                    )  
  §  
COUNTY OF WEBER            )

On this 18 day of August, 2021, personally appeared before me Jim Truett, the Mayor and authorized signer of Huntsville Town, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Annexation Agreement on behalf of Huntsville Town, and who duly acknowledged to me that he / she executed the same for the purposes therein stated.

[Signature]  
(Notary Public)



**Exhibit A**  
**(The Property)**

**PARCEL 1:**

Part of the Northeast quarter of Section 18, Township 6 North, Range 2 East, Salt Lake Meridian, U.S. Survey: Beginning at the Southeast corner of said quarter section and running thence North 44 rods; thence West 6 rods 6 feet; thence in a Southwesterly direction to a point 7 rods 3 feet West of the place of beginning; thence East 7 rods 3 feet to the place of beginning, being part of Lot 6, Block 2, Plat B, Huntsville Survey, Weber County, Utah.

**ALSO:**

Part of the Southeast quarter of Section 18, Township 6 North, Range 2 East Salt Lake Meridian, U.S. Survey: Beginning at the Northeast corner of said quarter section and running thence West 7 rods 3 feet; thence South 3 rods 15.5 feet; thence East 7 rods 3 feet; thence North 3 rods 15.5 feet to the place of beginning; being part of Lot 6, Block 2, Huntsville Survey, Weber County, Utah.

**PARCEL 2:**

All of Lot 1, Block 2, Plat B, Huntsville Survey, Weber County, Utah.

LESS AND EXCEPTING that portion to State of Utah for highway known as Project No. 0568 in Final Order of Condemnation recorded January 23, 1959 as Entry No. 307834 in Book 603 at Page 128 and described as follows:

Beginning at the Southwest corner of said Lot 1; thence Easterly 70 feet, more or less, along the South boundary line of said Lot 1 to a point 60.0 feet perpendicularly distant Easterly from the center line of survey of said project; thence North  $01^{\circ}18'28''$  West, 146 feet, more or less, to a point 60.0 feet North  $87^{\circ}53'32''$  East, from Engineer's Station 118+00; thence North  $02^{\circ}54'28''$  West, 1042 feet, more or less, to the North boundary line of said Lot 1; thence Westerly 6 feet, more or less, along said North boundary line to the Northwest corner of said Lot 1; thence Southerly 18.06 chains along the West boundary line of said Lot 1 to the point of beginning.

ALSO LESS AND EXCEPTING that portion deeded to the Utah Department of Transportation by Warranty Deed recorded February 12, 2003 as Entry No. 1912788 in Book 2317 at Page 2683 and described as follows: A parcel of land in fee for the spot improvements of an existing highway, State Route 39, known as Project No. 0039, being part of an entire tract of property, situate in Lot 1, Block 2, Plat B, Huntsville Survey, a subdivision in the East half of Section 18, Township 6 North, Range 2 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the existing Easterly right-of-way line of said SR-39 (7800 East Street) and the North line of said Lot 1, which line is also the existing Southerly right-of-way line of SR-39 (100 South Street), said point of intersection being 56.77 feet radially distant Easterly from the center line of said project at Engineer Station 14+85.94, said point also being approximately 6 feet South  $88^{\circ}59'29''$  East along said North line of Lot 1 from the Northwest corner of said Lot 1 and running thence South  $88^{\circ}59'29''$  East 31.04 feet along said North line to a point 87.75 feet radially distant Easterly from said center line at Engineer Station 14+84.10; thence South  $39^{\circ}48'05''$  West 45.70 feet to said existing Easterly right-of-way line of SR-39 at a point 57.04 feet radially distant Easterly from said center line at Engineer Station 14+50.14; thence North  $02^{\circ}51'21''$  West 35.70 feet, more or less, along said existing Easterly right-of-way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

**PARCEL 3:**

Part of Lot 6, Block 2, Plat B, Huntsville Survey, Weber County, Utah: Beginning 105 feet West of the Northeast corner of Lot 6; thence South 791 feet; thence West to East line of perpetual State Road right of way; thence Northerly along East boundary of perpetual State Road right of way to intersection of North line of Lot 6; thence East to point of beginning.

PARCEL 4:

Part of the West half of the Northwest quarter of Section 17, Township 6 North, Range 2 East, Salt Lake Meridian, U.S. Survey: Beginning 10.7 chains South from the Northwest corner of said Section 17 and running thence South 88°45' East 8.69 chains; thence South 01°54' East 10.31 chains; thence South 00°16' West 8.01 chains; thence North 89°55' West 8.54 chains; thence North 18.42 chains to the beginning.

PARCEL 5:

Part of Lot 7, Block 2, Plat B, Huntsville Survey, Weber County, Utah: Beginning at a point 162 feet North of the Southeast corner of said Lot 7; thence North to the Northeast corner of said lot; thence West to the Northwest corner of said lot; thence South to the Southwest corner of said lot; thence East along the South line of said Lot 7 to a point 222 feet West and 162 feet South of the place of beginning; thence North 162 feet; thence East 222 feet to the place of beginning.

LESS AND EXCEPTING that portion to State of Utah for highway known as Project No. 0568 in Final Order of Condemnation recorded January 23, 1959 as Entry No. 307834 in Book 603 at Page 128 and described as follows:

Being part of an entire tract of property in Lot 7, Block 2, Plat B, Huntsville Survey, in Section 18, Township 6 North, Range 2 East, Salt Lake Meridian. Said part of an entire tract of property is a parcel of land bounded on the Westerly side by the West boundary line of said Lot 7 from the Southwest corner of said Lot 7 to a point 60.0 feet perpendicularly distant Westerly from the center line of survey of said project; thence by a line parallel to said center line, to the North boundary line of said Lot 7. Said parcel of land is bounded on the Easterly side by a line parallel to and 60.0 feet perpendicularly distant Easterly from said center line of survey. Said center line is described as follows:

Beginning at the intersection of the South boundary line of said Lot 7 and said center line of survey at Engineer's Station 103+24, which point is approximately 38 feet East along said South boundary line from the Southwest corner of said Lot 7; thence North 01°18'28" West, 533 feet, more or less, to the intersection of said center line of survey at Engineer's Station 108+57 and the North boundary line of said Lot 7, which point is approximately 70 feet Easterly along said North boundary line from the Northwest corner of said Lot 7.

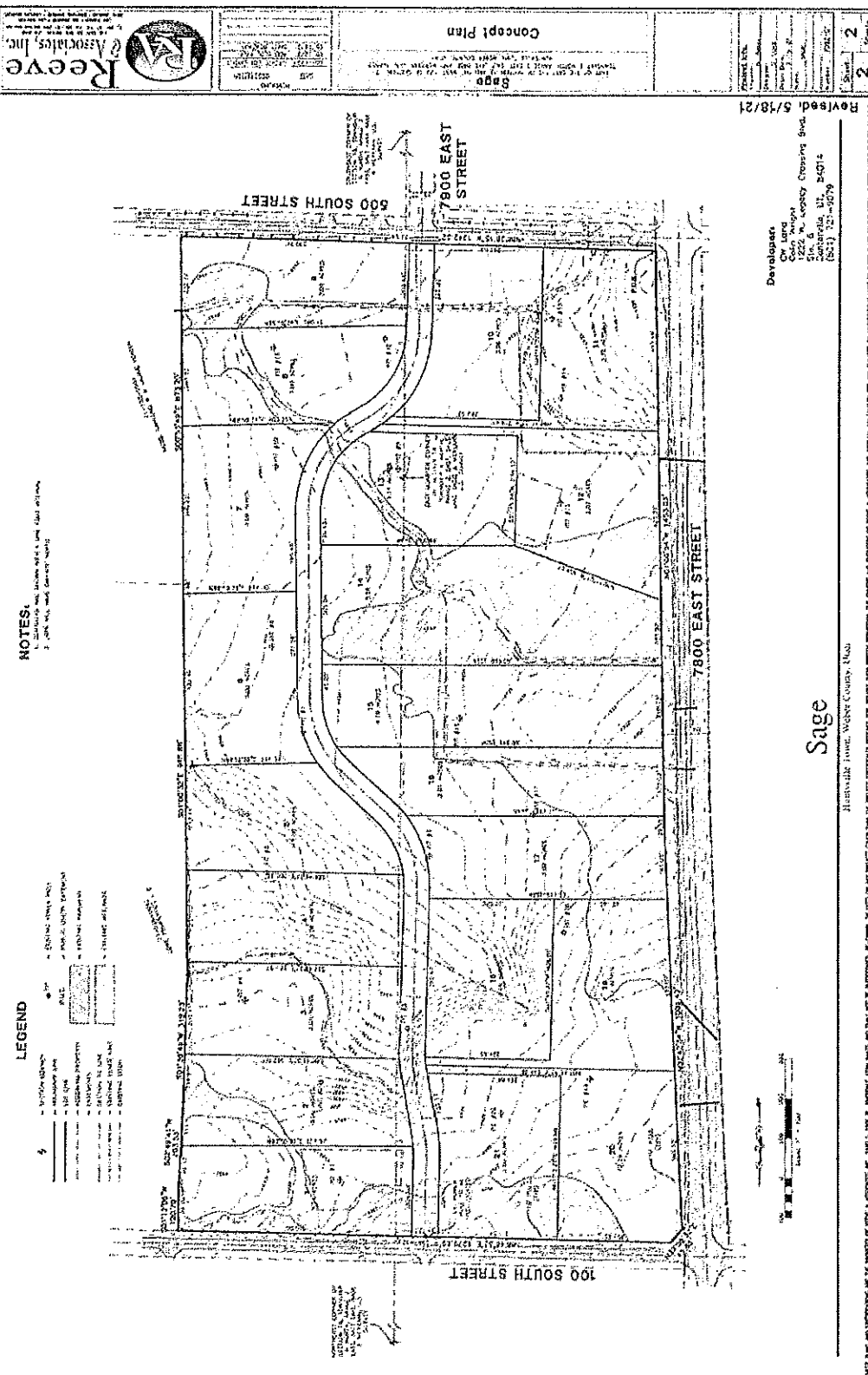
ALSO LESS AND EXCEPTING that part of Lot 7, Block 2, Plat B, Huntsville Survey, Weber County, Utah, lying West of the existing Utah State Highway right of way.

PARCEL 6:

Part of Lot 7, Block 2, Plat B, Huntsville Survey, Weber County, Utah; Beginning at the Southeast corner of said Lot 7 and running thence North 162 feet; thence North 88°15' West 222 feet; thence South 162 feet; thence South 88°15' East 222 feet to the place of beginning.

PARCEL 7:

Part of the Northwest quarter and part of the Southwest quarter of Section 17, Township 6 North, Range 2 East, Salt Lake Meridian, U.S. Survey: Beginning at the Southwest corner of said Northwest quarter of Section 17 and running thence North 00°05' East 11 chains on the West line of said Section 17; thence North 89°55' East 8.54 chains; thence South 01°15' East 20.54 chains to the center of the street; thence North 88°54' West 8.90 chains in the center of the street; thence North 9.41 chains to the place of beginning.





Bill Morris commented and  
sent to Tony Hill in March  
2022.

WHEN RECORDED, RETURN TO:  
CW The Sage, LLC  
Attn: Legal Department  
1222 W. Legacy Crossing Blvd., Ste. 6  
Centerville, UT 84014

Affecting Parcel No(s): \_\_\_\_\_

Commented [DM1]: Need to fill in the parcel number(s).

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the Effective Date (defined below), by and between Huntsville Town, a municipal corporation of the State of Utah ("Town") and CW The Sage, LLC, a Utah limited liability company, or its permitted assigns ("Developer"). Town and Developer may be referred to herein individually as a "Party" or collectively, as the "Parties".

Commented [DM2]: This is a valid, active domestic LLC currently registered with the Utah Division of Corporations.

### RECITALS

A. Developer is the owner of approximately seventy-three (73) acres of real property located in the Town, as is more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference (the "Property").

B. The Property was annexed into the Town pursuant to that certain *Annexation Agreement for Property Located at Huntsville Town, Weber County, Utah* (the "**Annexation Agreement**") and is currently zoned Agricultural Zone A-3 (the "**A-3 Zone**") under the Town's existing zoning ordinances. Developer desires to develop upon the Property a maximum of twenty-one (21) three-acre minimum single-family lots ("**Project**") consistent with the Agricultural Zone A-3 zoning ordinance.

C. Developer or its assignee shall design, develop, and construct common improvements within the Project in accordance with (i) applicable laws, rules, ordinance, and regulations, including the Town's zoning ordinance in effect on the date on which this Agreement is approved by the Huntsville Town Council, and (ii) the terms and provisions of the Annexation Agreement.

D. The Town has the authority to enter into this Agreement pursuant to Utah Code Ann. ("**Utah Code**") Section 10-9a-102(2) and relevant provisions of the zoning ordinance, and the Town desires to enter into this Agreement with the Developer for the purpose of establishing specific rights and obligations, in addition to those already vested in the Property through the Annexation Agreement or otherwise, of the Town and the Developer with respect to the Project in accordance with the terms and conditions of this Agreement.

E. This Agreement is consistent with the zoning ordinance and satisfies the requirement for the Town and the Developer to enter into a mutually acceptable development agreement.

F. 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 Town 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. **Purpose.** The purpose of this Agreement is for the subdivision and development of land as legally described in Exhibit "A" and referred to as the "Subdivision" to be developed according to the terms of this Agreement.

Formatted: Font: Not Bold, No underline, Underline color: Auto

3. **Zoning.** The Property shall be developed in accordance with the requirements of (i) the Annexation Agreement; (ii) the A-3 Zone and the Town Code and all other applicable land use regulations, standards, and specifications of the Town in effect as of the Effective Date of this Agreement ("**Town Land Use Regulations**"); (iii) the Concept Plan (subject to changes that may be made to such Concept Plan in the manner described herein); and (iv) this Agreement. The Town Council has reviewed this Agreement and determined that it is consistent with and conforms to the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§10-9a-101, *et seq.*, the zoning ordinance, and the Huntsville Town General Plan, and that it provides for and promotes the health, safety, welfare, convenience, aesthetics, and general good of the community as a whole. 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(2). Notwithstanding this Agreement, Developer remains subject to the approval and permit process, specifically related to subdivisions and building permits as provided in the Town Land Use Regulation.

Formatted: Font: Bold

#### 3.4. **Governing Standards and Guidelines.**

a. **Generally.** Subject to any deviations or modifications herein, the: (i) Annexation Agreement; (ii) Concept Plan; (iii) A-3 Zone and Town Land Use Regulations; and (iv) this Agreement establish the development rights for the Project, including the general use, maximum residential density, intensity and general configuration for the Project ("**Governing Standards and Guidelines**"). All Developer submittals must comply with the Governing Standards and Guidelines Town Code, the Annexation Agreement, and this Agreement. Any standards not addressed in this Agreement shall follow Town Land Use Regulations Town regulations and standards. Subject to the terms of this Agreement and the zoning ordinance, variations to the Concept Plan, such as exact building locations, exact locations of open space and parking, location of residential lots and units, and changes to building size may be varied by the Developer with Town Council or Planning Commission approval.

Commented [DM3]: Added a new definition here.

Formatted: Font: Bold

Formatted: Font: Bold

b. **Right-of-Way.** The sixty-six foot (66') right-of-way located within the development, and graphically depicted on the Concept Plan, shall be constructed and comply with all Town Land Use Regulations Town standards and specifications (the "**Right-of-Way**"). The Right-of-Way remains private, unless otherwise agreed by the Parties. Additionally, the Projects' homeowners' association shall be responsible for the ongoing maintenance, repair, and general upkeep of the Right-of-Way right-of-way including, without limitation, snow removal and ongoing maintenance gates at the ingress / egress points of the Right-of-Way right-of-way (collectively, the "**Gates**"). The Parties acknowledge that Developer shall have the right to close or otherwise limit certain vehicular traffic on the Right-of-Way at least yearly and specifically during times of excessive traffic on the adjoining state road(s) such as in the summer install and maintain the Gates; provided, however, Developer shall cause the sidewalk / trail within the Project to remain open and accessible to the general public for pedestrian access and connectivity through the Project. In the event the homeowners' association fails to maintain the Right-of-Way right-of-way to Town Land Use Regulations Town standards, the Town may provide written notice of such failure and a reasonable

cure period to remedy the identified deficiencies. If the homeowners' association has failed to remedy the identified deficiencies to Town Land Use Regulations Town standards, then, upon expiration of the applicable cure period, the Town may file a "Notice of Dedication" of the Right-of-Way and may create a special service district (as defined in Utah Code Ann. §17D-1-102(11)), or successor statute, to fund maintenance of the Right-of-Wayright-of-way.]

c. **Pedestrian Trail.** Developer shall install a pedestrianpedestrial sidewalk / trail along 500 South on the North side of the Right-of-Way (the "**PedestrianPedestrial Trail**"). The Pedestrian Trail shall be constructed pursuant to Developer's construction drawings and design standards and specifications approved by the Town. Bicycle access is also permitted on the pedestrian sidewalk / trail.

e. **Culinary Water.** Culinary water shall be provided by the Town subject to payment by Developer to the Town of the agreed connection fees and construct the culinary water facilities to the Town Land Use Regulation as determined by the Town Engineer. Meters and installations costs shall also be paid by the Developer as part of the subdivision approval.

d. **Secondary Water.** The Project is located within the service boundary of the Huntsville Irrigation Water Company (the "**Water Company**"). As such, Developer and the Water Company will finalize plans for Developer to connect to the Water Company's system for secondary water service. The Developer acknowledges that it shall not be entitled to connect to the Town's secondary water system nor shall Developer be obligated to pay any costs, fees, expenses, or other liabilities associated with the Town's secondary water system as a condition of development of the Project. Developer shall have no right to use culinary water for secondary or irrigation purposes. No culinary water shall be used as secondary water or for any irrigation purposes in the Subdivision.

e. **Septic.** The Weber Morgan Health Department is responsible for the issuance of all septic permits for the disal of wastewater and the Town and Developer shall comply with the same.

d.f. **Wetlands.** All applicable regulations of the Army Corps of Engineers shall be followed with regards to the Project and preserved with an appropriate Conservation Easement to be submitted as part of subdivision approval.

#### 4.5. **Vested Rights and Reserved Legislative Powers.**

a. **Vested Rights.** To the maximum extent permitted under the laws of the Town, the State of Utah and the United States, the parties hereto intend that this Agreement grants to Developer the right to develop the Project, as outlined in Paragraph 4.2 of the Annexation Agreement and subject to the requirements set forth in this Agreement, without modification or interference by the Town (collectively, the "**Vested Rights**"). 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-509.5.

b. **Applicable Development Regulations.** Neither the Town nor any department or agency of the Town shall impose upon the Project (whether by initiative, or other means) any ordinance, resolution, rule, regulation, standard, directive, condition or other measure (each, a "**New Law**") that reduces or impacts the development rights provided by this Agreement or by the Vested Rights. Without limiting the generality of the foregoing, any New Law shall be deemed to conflict with this Agreement and/or the Vested Rights if it would accomplish any of the following results in a manner inconsistent with or more restrictive than Applicable Law, either by specific

Commented [dM]:  
11/15/2016 10:04:04 AM

Formatted: Font: Bold

Formatted: No underline

Formatted: Font: Not Bold

Formatted: Font: Bold

Formatted: No underline

Formatted: Font: Not Bold

Formatted: Font: Bold

Formatted: Font: Bold, Underline



reference to the Project or as part of a general enactment that applies to or affects the Project: (i) change any land uses or permitted uses of the Project; (ii) limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner so long as all applicable requirements of this Agreement, the zoning ordinance are satisfied; or (iii) apply to the Project any New Law otherwise allowed by this Agreement that is not uniformly applied on a Town-wide basis to all substantially similar types of development projects and project sites with similar land use designations. Notwithstanding the foregoing, if Developer considers any New Law to be beneficial to the Project, this section does not require Developer to comply with the superseded ordinance, but rather in such cases, Developer may with Town approval, which approval may not be unreasonably withheld, conditioned, or delayed, elect to request that the New Law apply to the Project. Notwithstanding this Paragraph, the Project shall be limited to one (1) single-family home per lot, and no transient rentals for less than thirty (30) days.

c. Applications and Reserved Legislative Powers. The Town shall process each application of the Developer in accordance with Utah Code 10-9a-509.5, and in the event that there is any the Town is subject to Utah Code 10-9a-532 for any provisions of this Agreement that are not consistent with the Town Land Use Regulation. The Developer acknowledges that the Town 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 Town all of its police power that cannot be so limited. ~~Notwithstanding the retained power of the Town to enact such legislation of the police powers, such legislation shall not modify the Developer's Vested Rights~~ 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-509.5 of the Municipal Land Use, Development, and Management Act, its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

d. Indemnification. Developer shall, at all times, protect, indemnify, save harmless and defend the Town and its agents, employees, officers and elected officials from and against any and all claims, demands, judgments, expense, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to the failure to completely adhere to the Governing Standards and Guidelines, by Developer, Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this Agreement. Nothing in this provision shall be deemed to limit or impair Developer's rights or claims for contribution, indemnification or relief against Developer's contractors, subcontractors, or suppliers. Unless otherwise provided by this Agreement, Developer shall not be required to indemnify, hold harmless, or defend the Town from any claims or liabilities caused by, or resulting from, any actions or failures to act by the Town or its agents, employees, officers, or contractors.

**Commented [DM5]:** Added this indemnification clause to protect the Town.

e.c. Referendum. In the event of a referendum for the approval of this Agreement or the zoning ordinance, and if the Town in its sole discretion, subsequent to the approval of this Agreement, elects to defend against a Referendum (includes a referendum or similar ballot measure), the Developer shall reimburse Town's attorney's fees, court costs, and any related costs of defending against the Referendum. The Developer's obligation to indemnify the Town during any defense of a Referendum shall be reimbursed within ten (10) days of the Town providing notice to Developer of the Town's receipt of a periodic or final invoice, a judgment, a settlement, or other obligation by the Town. Developer's obligation to indemnify against the costs of defense shall exist regardless of the outcome of the Referendum or decisions to modify or withdraw the approval.

**Commented [DM6]:** Added this referendum provision to protect the Town.

**Formatted:** List Paragraph, Level 4, Indent: Left: 0", First line: 1", Don't add space between paragraphs of the same style, Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 5 + Alignment: Left + Aligned at: 2.38" + Indent at: 2.63"

5. ~~Special Assessment Areas or Limited Purpose Governmental Entities, Public Infrastructure Districts, Interlocal Agreements and Community and Economic Development Areas.~~ The Town may establish a social service district or similar entity in accordance with Paragraph 5.2 of the annexations agreement. The Town may also establish a special assessment area or similar entity as needed to support the Project anytime after final acceptance.

a. ~~Other Limited Purpose Governmental Entities.~~ Subject to the completion of necessary feasibility studies, as mutually agreed by the Town and Developer and conducted by an independent consultant, with expertise, jointly selected by the Town and the Developer and funded by the owner, that identifies the benefits and obligations to the Town and the Developer, the Town agrees:

Formatted: Indent: Left: 0", First line: 0.52"

i. ~~To discuss and cooperate with the Developer regarding establishing one or more special service districts, improvement districts, service areas, or other limited purpose governmental entities, as provided and authorized by Utah law, for the purposes of providing required services to the Project, or portions thereof.~~

ii. ~~Such special service districts, improvement districts, service areas, or other limited purpose governmental entities may be established with respect to the Property for street maintenance; provided, however, any and all such service districts or areas shall not create any financial liabilities for the Town, except as may be expressly authorized by the Town at the time of their creation.~~

iii. ~~To reserve its rights under applicable Utah law to decide whether to exercise its authority to establish formally any special service districts, improvement districts, service areas, or other limited purpose governmental entities for the Property, or any portion thereof, which rights shall not be unreasonably exercised.~~

iv.6. ~~The Town agrees not to protest the establishment of any special service district, improvement district, service area, or other limited purpose governmental entity, that includes the Property and other property included with the consent of the owner(s) thereof determined necessary by the Developer, and directed to the benefit of the Property so long as such district or area does not create any financial liabilities for the Town, except as may be expressly authorized by the Town.~~

#### 6.7. Town Obligations.

a. Approval. The Town shall grant final subdivision plat approval for the attached Final Plat for the Subdivision attached as Exhibit "B" and incorporated herein which shall be recorded with the Weber County Recorder, subject to minor adjustments as may be required by the Town Engineer and/or Weber County.

b. Improvements. The Town Engineer shall prepare an itemized cost estimate of all improvements in the Subdivision referred to as the "Engineer's Cost Estimate". The Engineer's Cost Estimate shall be the basis for the estimated total cost of the Subdivision improvements plus a ten (10) percent contingency to account for the "Improvements" related to this Subdivision. The Town Engineer may include any fees owned to Town related to the Subdivision as part of the Engineer's Cost Estimate, including but not limited to planning, inspection, and engineering fees that the Town will incur during the course of the construction of the Subdivision through final acceptance of the improvements. The Engineer's Cost Estimate shall be attached as Exhibit "C" and incorporated herein. Developer is responsible for the actual costs, including any overages, on the Project.

Formatted: Font: Bold, Underline

a.c. Acceptance. The Town may at its sole discretion accept improvements intended for public use and constructed by Developer, or Developer's contractors, subcontractors, agents or employee, if the improvements meet Town Land Use Regulations Town standards

Formatted: Font: Bold, Underline

applicable to the Project at the time of acceptance through the subdivision dedication process. Following such approval by the Town, the Town shall be solely responsible for all accepted improvements.

b.d. **Dedication.** ~~The roads in the Project may be public roads, unless the Developer elects in its discretion to consider any road private. Subject to the Town's step-in rights established in Section 3(bd) herein, if Developer considers any road private, then the Town shall not be obligated to maintain such road. The infrastructure constructed as part of this Project shall be dedicated to the Town at final acceptance, except the Right-of-Way is subject to Paragraph 4.b. of this Agreement.~~

Formatted: Font: Bold, Underline

Commented [DM7]: Is the correct section number? What are "step-in rights"? Is it when the Town can step in and create a special service district to maintain the roadway?

Commented [3M3]: I think you mean to say "step-in rights" and not "step-in rights" as it is currently written.

7.8. **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 ninety (90) 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 90-day period, a party shall not be in default so long as that party commences to cure the default within that 90-day period and diligently continues such cure in good faith until complete. Prior to either party exercising any default remedies set forth in Section 7(a) below, the non-defaulting party hereby agrees to meet and confer with the defaulting party to explore and determine, in good faith, a mutually acceptable resolution to cure the default or an acceptable plan to cure the default in the future.

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.

8.9. **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: CW Land Co., LLC  
Attn: Colin Wright  
1222 W. Legacy Crossing Blvd., STE 6  
Centerville, Utah 84014  
[colin@cw.land](mailto:colin@cw.land)

With a copy to: CW Development Group, LLC  
Attn: Tony Hill  
1222 W. Legacy Crossing Blvd., STE 6

Formatted: French (France)

Formatted: French (France)

Formatted: French (France)

Field Code Changed

Centerville, Utah 84014  
tony@cw.land

To the Town: Beckki Endicott, Town Clerk  
PO Box 267  
Huntsville, Utah 84317  
bendicott@huntsvilletown.com

Commented [DM9]: Need to fill in contact information here.

With a copy to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9.10. **Payment of Fees.**

a. **General Requirement of Payment of Fees and Costs.** Developer and/or a subdeveloper shall pay to the Town all fees in amounts and at times specified in the Town Land Use Regulations zoning ordinances. In addition to the fees specified in the Town Land Use Regulations, the Developer shall reimburse the Town for actual costs incurred by the Town related to the approval of the Project and this Agreement, including but not limited to costs related to the Town Engineer, Town Attorney, and Town Inspector(s). The Town shall bill the Developer for such costs and provide documentation to support the same, and the Developer shall remit that billing to the Town. In the event of a billing dispute related to the costs in this Paragraph, the Town and Developer shall mediate a resolution.

b. **Infrastructure Built by Developer.** Upon application to and approval of the Town, Developer may, from time to time, install and construct portions of the infrastructure specified in the Concept Plan or otherwise approved by the Town, which are system improvements under the Utah Impact Fees Act. The Town shall comply at all times with Utah Impact Fees Act shall constructed the Improvements set forth in the Engineer's Cost Estimate.

c. **Reimbursement for "Upsizing".** The Town shall not require Developer to "upsized" any public improvements (i.e., to construct the improvements to a size larger than required to service the Project) unless the Town agrees to compensate Developer for the pro rata costs incurred as a result of such upsizing. Compensation to Developer for any "upsizing" of the public improvements shall be agreed to by Developer and the Town as a part of a customary reimbursement agreement which may be entered into by such parties.

11. **Security.**

a. **Financial Guarantee.** To secure the performance of his obligations hereunder, contemporaneous with recording the final plat, the Developer shall make a Cash Deposit ("Financial Guarantee") to be held in Escrow. The Financial Guarantee shall be established by an Escrow Agreement. The Financial Guarantee is to be in the amount specified in the Improvements based upon the Engineer's Cost Estimate, excluding Improvements completed prior to recording. The Financial Guarantee shall include the ten (10) percent contingency for a one year period known as the "Warranty Period" of the Subdivision and may be used in the event that any of the Improvements fail or otherwise do not meet the

Formatted: Font: Not Bold

Formatted: Font: Bold

Formatted

Town Land Use Regulations. The Financial Guarantee will be payable to the Town at any time upon presentation of:

- i. A sight draft drawn on the issuing Escrow in the amount to which the Town is entitled to draw pursuant to the terms of this Agreement or the Escrow Agreement; or
- ii. A request executed by the Town Attorney or Town Clerk stating that the Town is entitled to make a draw or Developer is in default under this Agreement;
- iii. A request by the Town for reimbursement of fees assessed or incurred by the Town related to the Subdivision.

Formatted

b. Warranty. The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of one (1) year from the date that the Town accepts the improvement when completed by the Developer and as requested by the Developer for conditional acceptance as provided by law.

Formatted

c. Completion Periods. The Developer shall commence work on the Improvements within (1) one year from the Effective Date of this Agreement, and complete the Improvements, each and every one of them, within two (2) years from the Effective Date of this Agreement.

Formatted: Font: Not Bold

Formatted: Indent: Left: 0.52", No bullets or numbering

#### **40.12. 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 Town relating to the Property or the Project.

c. **Non-Liability of Town Officials and Employees.** No officer, representative, consultant, attorney, agent or employee of the Town shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the Town, 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 Town 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 Town has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the Town 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 Town and the Developer.

g. **Agreement to Run With the Land.** This Agreement shall be recorded in the office of the Weber County Recorder against the Property and is intended to and shall be deemed to run with the land and individual parcels, and shall be binding on and shall benefit all successors in the ownership of any portion of the Property. No later than ten (10) days after the Town enters into this Agreement, the Town shall cause the same to be recorded in the office of the Weber County Recorder.

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 the final plat, 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 Town 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 Town shall be given or withheld by the Town in compliance with this Agreement and the Town 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. **Estoppel Certificate.** If no default has occurred in the provisions of this Agreement and upon ten (10) days prior written request by Developer or a subdeveloper, the Town will execute an estoppel certificate to any third party, certifying that Developer (or a subdeveloper), as the case may be, at that time is not in default of the terms of this Agreement.

n. **Termination.**

i. Notwithstanding anything in this Agreement to the contrary, the term of this Agreement shall be until ten (10) years after this Agreement is recorded (unless earlier terminated or modified by written amendment as set forth below), provided, that if on such ten (10) year date, the Developer has not been notified by the Town of any default hereunder, or in any default is in the process of being cured as provided herein, then the term shall

automatically extend for another ten (10) years. Thereafter, 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 Town 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.

**11.13. Assignability.** The rights and responsibilities of Developer under this Agreement may not be assigned in whole or in part by Developer without the prior written consent of the Town, which consent shall not be unreasonably withheld, conditioned, or delayed. 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 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.

**12.14. 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, requirements, and density as applicable to such parcel and be subject to the same limitations and rights of the Town as when owned by Developer and as set forth in this Agreement without any required approval, review, or consent by the Town except as otherwise provided herein.

**13.15. 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.

**14.16. 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.

**15.17. 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; pandemics or epidemics; 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.

**16.18. Integration.** This Agreement constitutes the entire understanding and agreement between the parties, and supersedes any previous agreement, representation, or understanding between the parties relating to the subject matter hereof; provided however, that the zoning ordinance and the Town Master Plan shall govern the procedures and standards for approval of each subdivision and public improvement.

**17.19. Remedies/Costs of Enforcement.** Either party hereto may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement. In the event of an Event of Default by Developer or in the event of a default hereunder by the Town, that party shall be liable for all

reasonable costs and expenses incurred by the other parties enforcing the provisions of this Agreement, whether or not legal action is instituted.

~~18.20.~~ **Amendment.** This Agreement may be amended only in writing signed by the parties hereto. All amendments to this Agreement shall be considered by the Town Council if and as applicable in accordance with the requirements and procedures set forth in the zoning ordinance. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in any specific lot, unit or other portion of the Project.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their respective, duly authorized representatives as of the \_\_\_\_ day of February, 2022 (the "Effective Date").

TOWN:

HUNTSVILLE TOWN

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF UTAH            )  
                                  §  
COUNTY OF WEBER        )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me \_\_\_\_\_, the Mayor and authorized signer of Huntsville Town, whose identity is personally know to me, or proven on the basis of satisfactory evidence, to be the person who executed this Development Agreement on behalf of Huntsville Town, and who duly acknowledged to me that she / he executed the same for the purposes therein stated.

\_\_\_\_\_  
(Notary Public)

(Seal)

[Developer Signature and Acknowledgement Page Follows]

**DEVELOPER:**

CW The Sage, LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Representative

STATE OF UTAH                     )  
  §  
COUNTY OF DAVIS                )

On the \_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me  
\_\_\_\_\_, who being by me duly sworn, did say that she / he is the  
Authorized Representative of CW The Sage, LLC, a Utah limited liability company, and  
that the within and foregoing instrument was signed on behalf of said CW The Sage, LLC  
with proper authority and duly acknowledged to me that he executed the same.

\_\_\_\_\_  
(Notary Signature)

(Seal)

**EXHIBIT A**

Legal Description of the Property

Commented [DM10]: Be sure to add the legal description.

[TO BE ADDED PRIOR TO EXECUTION]

EXHIBIT B

Final Subdivision Plat

[TO BE ADDED UPON APPROVAL]

EXHIBIT C

Engineer's Costs Estimate

[TO BE ADDED UPON CALCULATION]

Updated in April 2022  
w/ comments  
from Atty Tony Hill

WHEN RECORDED, RETURN TO:  
CW The Sage, LLC  
Attn: Legal Department  
1222 W. Legacy Crossing Blvd., Ste. 6  
Centerville, UT 84014

Affecting Parcel No(s): \_\_\_\_\_; 24-019-001; 24-019-0023; 21-026-0040  
through 0041; and  
24-019-0011 through 0013

Formatted: Tab stops: Not at 3.25" + 6.5"

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the Effective Date (defined below), by and between Huntsville Town, a municipal corporation of the State of Utah ("Town") and CW The Sage, LLC, a Utah limited liability company, or its permitted assigns ("Developer"). Town and Developer may be referred to herein individually as a "Party" or collectively, as the "Parties".

### RECITALS

A. Developer is the owner of approximately seventy-three (73) acres of real property located in the Town, as is more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference (the "Property").

B. The Property was annexed into the Town pursuant to that certain *Annexation Agreement for Property Located at Huntsville Town, Weber County, Utah* (the "Annexation Agreement") and is currently zoned Agricultural Zone A-3 (the "A-3 Zone") under the Town's existing zoning ordinances. Developer desires to develop upon the Property a maximum of twenty-one (21) three-acre minimum single-family lots ("Project") consistent with the Agricultural Zone A-3 zoning ordinance and the Annexation Agreement.

C. Developer or its assignee shall design, develop, and construct common improvements within the Project in accordance with (i) applicable laws, rules, ordinance, and regulations, including the Town's zoning ordinance in effect on the date on which this Agreement is approved by the Huntsville Town Council, and (ii) the terms and provisions of the Annexation Agreement.

D. The Town has the authority to enter into this Agreement pursuant to Utah Code Ann. ("Utah Code") Section 10-9a-102(2) and relevant provisions of the zoning ordinance, and the Town desires to enter into this Agreement with the Developer for the purpose of establishing specific rights and obligations, in addition to those already vested in the Property through the Agricultural Zone A-3 zoning ordinance, Annexation Agreement, or otherwise, of the Town and the Developer with respect to the Project in accordance with the terms and conditions of this Agreement.

E. This Agreement is consistent with the zoning ordinance, Annexation Agreement, and satisfies the requirement for the Town and the Developer to enter into a mutually acceptable development agreement.

F. 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 Town 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. **Purpose.** The purpose of this Agreement is for the subdivision and development of land as legally described in Exhibit "A" and referred to as the "Subdivision" to be developed according to the terms of this Agreement.

3. **Zoning.** The Property shall be developed in accordance with the requirements of (i) the Annexation Agreement; (ii) the A-3 Zone and the Town Code and all other applicable land use regulations, standards, and specifications of the Town in effect as of the Effective Date of this Agreement ("Town Land Use Regulations"); (iii) the Concept Plan (subject to changes that may be made to such Concept Plan in the manner described herein); and (iv) this Agreement. The Town Council has reviewed this Agreement and determined that it is consistent with and conforms to the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§10-9a-101, et seq., the zoning ordinance, and the Huntsville Town General Plan, and that it provides for and promotes the health, safety, welfare, convenience, aesthetics, and general good of the community as a whole. 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(2). Notwithstanding this Agreement, Developer remains the Parties remain subject to the approval and permit process, specifically related to subdivisions and building permits as provided in the Town Land Use Regulation.

Commented [TH1]: NTD: Can the Town please add the Town code reference?

Commented [TH2]: NTD: Why is the Town Council unwilling to make this statement?

## 4. **Governing Standards and Guidelines.**

a. **Generally.** Subject to any deviations or modifications herein, the: (i) Annexation Agreement; (ii) Concept Plan; (iii) A-3 Zone and Town Land Use Regulations; and (iv) this Agreement establish the development rights for the Project, including the general use, maximum residential density, intensity and general configuration for the Project ("collectively, the **Governing Standards and Guidelines**"). All Developer submittals must comply with the Governing Standards and Guidelines. Any standards not addressed in this Agreement shall follow Town Land Use Regulations Governing Standards and Guidelines. Subject to the terms of this Agreement and the zoning ordinance, variations to the Concept Plan, such as exact building locations, exact locations of open space and parking, location of residential lots and units, and changes to building size may be varied by the Developer with Town Council or Planning Commission approval.

b. **Right-of-Way.** The sixty-six foot (66') right-of-way located within the development, and graphically depicted on the Concept Plan, shall be constructed and comply with all Town Land Use Regulations Governing Standards and Guidelines (the **"Right-of-Way"**). The Right-of-Way remains private, unless otherwise agreed by the Parties in writing. Additionally, the Projects's homeowners' association shall be responsible for the ongoing maintenance, repair, and general upkeep of the Right-of-Way including, without limitation, snow removal and, ongoing maintenance, and gates at the ingress and egress points of the Right-of-Way (collectively, the **"Gates"**). The Parties acknowledge that Developer shall have the right to install and maintain the Gates which will be used to close or otherwise limit certain vehicular traffic on the Right-of-Way at least yearly and, as determined by the homeowners' association, specifically during, but not limited to, times of excessive traffic on the adjoining state road(s) such as in the summer; provided, however, Developer shall cause the sidewalk / trail within the Project to remain open and accessible to the

Commented [TH3]: NTD: We will be controlling vehicular traffic through our gates. We would like those to be called out to avoid any claim in the future that we cannot use gates for this purpose.

Commented [TH4]: NTD: If the HOA ever has, for example, a block party the gates will be closed during that time. The HOA's discretion in closing the gates is necessary.

general public for pedestrian access and connectivity through the Project. In the event the homeowners' association fails to maintain the Right-of-Way to Town Land Use Regulations Governing Standards and Guidelines, the Town may provide written notice of such failure and a reasonable cure period to remedy the identified deficiencies. If the homeowners' association has failed to timely remedy the identified deficiencies to Town Land Use Regulations Governing Standards and Guidelines, then, upon expiration of the applicable cure period, the Town may file a "Notice of Dedication" of the Right-of-Way and may create a special service district (as defined in Utah Code Ann. §17D-1-102(11), or successor statute, to fund maintenance of the Right-of-Way.

**Commented [TH5]:** NTD: Please refer to Section 5.4 of the Annexation Agreement. We agreed to allow the creation of a special service district. We did not agree that the Right-of-Way would be dedicated to the Town.

c. **Pedestrian Trail.** Developer shall install a pedestrian sidewalk / trail along 500 South on the North side of the Right-of-Way (the "Pedestrian Trail"). The Pedestrian Trail shall be constructed pursuant to Developer's construction drawings and design standards and specifications approved by the Town. Bicycle access is also permitted on the pedestrian sidewalk / trail.

d. **Culinary Water.** Culinary water shall be provided by the Town subject to payment by Developer to the Town of the agreed connection fees and construct the culinary water facilities to the Town Land Use Regulation Governing Standards and Guidelines as reasonably determined by the Town Engineer. Meters and installations costs shall also be paid by the Developer as part of the subdivision approval.

**Commented [TH6]:** NTD: This is addressed in the Annexation Agreement. Can we remove this since it is already covered?

d.e. **Secondary Water.** The Project is located within the service boundary of the Huntsville Irrigation Water Company (the "Water Company"). As such, Developer and the Water Company will finalize plans for Developer to connect to the Water Company's system for secondary water service. The Developer acknowledges that it shall not be entitled to connect to the Town's secondary water system nor shall Developer be obligated to pay any costs, fees, expenses, or other liabilities associated with the Town's secondary water system as a condition of development of the Project. Developer shall have no right to use culinary water for secondary or irrigation purposes. No culinary water shall be used as secondary water or for any irrigation purposes in the Subdivision.

e.f. **Septic.** The Weber Morgan Health Department is responsible for the issuance of all septic permits for the disposal of wastewater and the Town and Developer shall comply with the same.

f.g. **Wetlands.** All applicable regulations of the Army Corps of Engineers shall be followed with regards to the Project and preserved with an appropriate Conservation Easement to be submitted as part of subdivision approval.

**Commented [TH7]:** NTD: This is addressed in the Annexation Agreement. Can we remove this since it is already covered?

h. **Flag Lots.** As part of the development, Developer will construct the shared driveway portion of the flag lots in accordance with the approved Improvement plans.

5. **Authorized Development Activities.** Upon execution of this Agreement, the following activities related to the Project and development of the Property shall be authorized:

a. **Improvement Plans.** The Town shall cause its departments, including all third-party consultants, to complete a ten (10) business day review, provide comments on, and approve the Project's Improvement (as defined below) plans. Thereafter, and only after approval by the Town Engineer and Developer posting the Bond (as defined below), Developer shall have the right, at Developer's risk, to commence development of the Project in accordance with the approved Improvement plans.

b. **Final Plat.** Developer shall submit the final plat for the Subdivision to the Town at least thirty-five (35) days prior to the date on which the Town Planning Commission will make its recommendation to the Town Council. Additionally, Developer shall submit the Weber

County Health Department's feasibility letter to the Town at least ten (10) days prior to the date on which the Town Planning Commission will make its recommendation to the Town Council.

**5-6. Vested Rights and Reserved Legislative Powers.**

a. **Vested Rights.** To the maximum extent permitted under the laws of the Town, the State of Utah and the United States, the parties ~~Parties~~ hereto intend that this Agreement grants to Developer the right to develop the Project, ~~as outlined in Paragraph 4.2 of accordance with the Annexation Governing Standards and Guidelines (collectively, the "Vested Rights").~~ 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-509.5.

**Commented [TH8]:** NTD: Section 4.2 of the Annexation Agreement is a high-level section on density. We are vesting more than density in this Development Agreement.

We would prefer to revert back to the original language as drafted. We do not understand why the vesting language was removed.

b. **Applicable Development Regulations.** Neither the Town nor any department or agency of the Town shall impose upon the Project (whether by initiative, or other means) any ordinance, resolution, rule, regulation, standard, directive, condition or other measure (each, a "New Law") that reduces or impacts the development rights provided by this Agreement or by the Vested Rights. Without limiting the generality of the foregoing, any New Law shall be deemed to conflict with this Agreement ~~and/or the Vested Rights if it would accomplish any of the following results in a manner inconsistent with or more restrictive than Applicable Law, either by specific reference to the Project or as part of a general enactment that applies to or affects the Project:~~ (i) change any land uses or permitted uses of the Project; (ii) limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner so long as all applicable requirements of this Agreement, the zoning ordinance are satisfied; or (iii) apply to the Project any New Law otherwise allowed by this Agreement that is not uniformly applied on a Town-wide basis to all substantially similar types of development projects and project sites with similar land use designations. Notwithstanding the foregoing, if Developer considers any New Law to be beneficial to the Project, this section does not require Developer to comply with the superseded ordinance, but rather in such cases, Developer may with Town approval, which approval may not be unreasonably withheld, conditioned, or delayed, elect to request that the New Law apply to the Project. ~~Notwithstanding this Paragraph, the Project shall be limited to one (1) single family home per lot, and no transient rentals for less than thirty (30) days.~~

**Commented [TH9]:** NTD: Same comments as Section 6(a).

c. **Applications and Legislative Powers.** The Town shall proceed each application of the Developer in accordance with Utah Code 10-9a-509.5, and in the event that there is any the Town is subject to Utah Code 10-9a-532 for any provisions of this Agreement that are not consistent with the Town Land Use Regulation ~~Governing Standards and Guidelines.~~

d. **Indemnification.** Developer shall, at all times, protect, indemnify, save harmless and defend the Town and its agents, employees, officers and elected officials from and against any and all claims, demands, judgments, expense, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the parties ~~Parties~~ hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to the failure to completely adhere to the Governing Standards and Guidelines, by Developer, Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this Agreement. Nothing in this provision shall be deemed to limit or impair Developer's rights or claims for contribution, indemnification or relief against Developer's contractors, subcontractors, or suppliers. Unless otherwise provided by this Agreement, Developer shall not be required to indemnify, hold harmless, or

defend the Town from any claims or liabilities caused by, or resulting from, any actions or failures to act by the Town or its agents, employees, officers, or contractors.

e. ~~-Referendum.~~ In the event of a referendum for the approval of this Agreement ~~or the zoning ordinance~~, and if the Town in its sole discretion, subsequent to the approval of this Agreement, elects to defend against a ~~Referendum~~ referendum (includes including a referendum or similar ballot measure), the Developer shall reimburse ~~Town's~~ the Town for any applicable attorney's fees, court costs, and any related costs of defending against the ~~Referendum~~ referendum so long as such defense is undertaken with counsel acceptable to and approved in writing by Developer. The Developer's obligation to indemnify the Town during any defense of a ~~Referendum~~ referendum shall be reimbursed within ten (10) business days of the Town providing written notice to Developer of the Town's receipt of a periodic or final invoice, a judgment, a settlement, or other obligation by the Town, which written notice shall include support satisfactory to Developer that the Town has actually incurred and paid the identified reimbursement costs. Developer's obligation to indemnify against the actual incurred and paid costs of defense shall exist if, and only if, such defense is undertaken with counsel acceptable to and approved in writing by Developer, regardless of the outcome of the ~~Referendum~~ referendum or decisions to modify or withdraw the approval.

6.7. Special Assessment Areas or Limited Purpose Government Entities. The Town may establish a special service district or similar entity in accordance with Paragraph 5.2 of the annexations agreement. The Town may also establish a special assessment area or similar entity as needed to support the Project anytime after final acceptance.

7.8. Town Obligations.

a. Approval. The Town shall grant final subdivision plat approval for the attached Final Plat for the Subdivision attached as Exhibit "B" and incorporated herein which shall be recorded with the Weber County Recorder, subject to minor adjustments, ~~consented to in writing by the Developer~~, as may be required by the Town Engineer and/or Weber County.

b. Improvements. The Town Engineer shall prepare an itemized cost estimate of all improvements in the Subdivision referred to as the "Engineer's Cost Estimate". The Engineer's Cost Estimate shall be the basis for the estimated total cost of the Subdivision improvements plus a ten (10) percent contingency to account for the "Improvements" related to this Subdivision. ~~The Town Engineer may include any fees owed~~ owed to Town related to the Subdivision as part of the Engineer's Cost Estimate, including but not limited to planning, inspection, and engineering fees that the Town will incur during the course of the construction of the Subdivision through final acceptance of the Improvements. The Engineer's Cost Estimate shall be attached as Exhibit "C" and incorporated herein. Developer is responsible for the actual costs, including any overages, on the Project.

c. Acceptance. The Town may at its sole discretion accept Improvements intended for public use and constructed by Developer, or Developer's contractors, subcontractors, agents or employee, if the Improvements meet ~~Town Land Use Regulations~~ Governing Standards and Regulations applicable to the Project at the time of acceptance through the subdivision dedication process; ~~provided, however, Town's acceptance of all applicable Improvements shall not be unreasonably withheld, conditioned, or delayed.~~ Following such approval by the Town, the Town shall be solely responsible for all accepted ~~improvements~~ improvements.

Commented [TH10]: NTD: to-be-discussed further. Section 5.2 of the Annexation Agreement governs initial zoning.

Why is the initial language being removed? We do not want to provide a blanket approval for future special service districts. Is the Town contemplating this will be required to maintenance of the public utilities? If so, please provide a list of the utilities at issue and we can discuss further.

Commented [TH11]: NTD: Do you have a fee schedule for these costs?



d. **Dedication.** The infrastructure constructed as part of this Project shall be dedicated to the Town at final acceptance, except the Right-of-Way is subject to Paragraph 4(b).b. of this Agreement.

**Commented [TH12]:** NTD: This should be discussed further. There are several improvements that will not be public (e.g., septic and secondary water).

8.9. **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 ninety (90) 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 90-day period, a party shall not be in default so long as that party commences to cure the default within that 90-day period and diligently continues such cure in good faith until complete. Prior to either party exercising any default remedies set forth in Section 7.9(a) below, the non-defaulting party hereby agrees to meet and confer with the defaulting party to explore and determine, in good faith, a mutually acceptable resolution to cure the default or an acceptable plan to cure the default in the future.

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.

9.10. **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: CW Land Co., LLC  
Attn: Colin Wright  
1222 W. Legacy Crossing Blvd., STE 6  
Centerville, Utah 84014  
[colin@cw.land](mailto:colin@cw.land)

With a copy to: CW Development Group, LLC  
Attn: Tony Hill  
1222 W. Legacy Crossing Blvd., STE 6  
Centerville, Utah 84014  
[tony@cw.land](mailto:tony@cw.land)

To the Town: Beckki Endicott, Town Clerk  
PO Box 267  
Huntsville, Utah 84317  
[bendicott@huntsvilletown.com](mailto:bendicott@huntsvilletown.com)

10.11. Payment of Fees.

a. **General Requirement of Payment of Fees and Costs.** Developer and/or a subdeveloper shall pay to the Town all fees in amounts and at times specified in the Town Land-Use Regulations Governing Standards and Regulations. In addition to the fees specified in the Town Land-Use Regulations, the Developer shall reimburse the Town for actual costs incurred by the Town related to the approval of the Project and this Agreement, including but not limited to costs related to the Town Engineer, Town Attorney, and Town Inspector(s). The Town shall bill the Developer for such costs and provide documentation to support the same, and the Developer shall remit that billing to the Town. In the event of a billing dispute related to the costs in this Paragraph, the Town and Developer shall mediate a resolution. In order to facilitate the Town's third-party engineer to timely review the Improvement plans, the Town shall send to Developer an invoice identifying a retainer payment equal to Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) (the "Retainer"), which amount Developer shall pay to the Town within ten (10) business days of receipt. Thereafter, the Town agrees to solely use the Retainer to pay its third-party engineer for costs arising from its review of the Improvement plans

Formatted: Underline

Formatted: Font: Bold, Underline

Formatted: Font color: Auto

Commented [TH13]: NTD: This is our preferred language. We only agreed to pay the cost of the Town Engineer.

b. **Infrastructure Built by Developer.** Upon application to and approval of the Town, Developer shall construct the Improvements set forth in the Engineer's Cost Estimate.

Formatted: None, No bullets or numbering, No widow/orphan control, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers, Tab stops: 0.38", Left

c. **Reimbursement for "Upsizing".** The Town shall not require Developer to "upsized" any public improvements (i.e., to construct the improvements to a size larger than required to service the Project) unless the Town agrees to compensate Developer for the pro rata costs incurred as a result of such upsizing. Compensation to Developer for any "upsizing" of the public improvements shall be agreed to by Developer and the Town as a part of a customary reimbursement agreement which may be entered into by such parties.

11.12. Security

a. **Financial Guarantee.** To secure the performance of his obligations hereunder, contemporaneous with recording the final plat, the Developer shall make a Cash Deposit ("Financial Guarantee") to be held in Escrow. The Financial Guarantee shall be established by an Escrow Agreement. The Financial Guarantee is to be in the amount specified in the Improvements based upon the Engineer's Cost Estimate, excluding Improvements completed prior to recording. The Financial Guarantee shall include the ten (10) percent contingency for a one year period known as the "Warranty Period" of the Subdivision and may be used in the event that any of the Improvements fail or otherwise do not meet the Town Land-Use Regulations. The Financial Guarantee will be payable to the Town at any time upon presentation of:

- i. A sight draft drawn on the issuing Escrow in the amount to which the Town is entitled to draw pursuant to the terms of this Agreement or the Escrow Agreement; or
- ii. A request executed by the Town Attorney or Town Clerk stating that the Town is entitled to make a draw or Developer is in default under this Agreement;

A request by the Town for reimbursement of fees assessed or incurred by the Town related to the Subdivision.

Commented [TH14]: NTD: Our insurance provider emailed Bill our surety's information and ratings. Was that not acceptable?

Below is our proposed language for a surety.

a. **Bonding.** With respect to development of the Project, the Parties agree that the only required bonding for the Project shall be governed by this Section 12(a). Additionally, the Parties agree and acknowledge that Developer is expressly authorized to post a surety bond issued by a reputable company and approved by the Town Attorney (the "Bond") to satisfy all bonding requirements for the Project. Developer's Bond obligations shall be as follows:

i. **Ten Percent (10%) Bond.** Upon approval of the Improvement plans and the Engineer's Cost Estimate, and prior to the Developer commencing any Improvements (as identified in the Improvement plans) within the Project, Developer shall post a Bond equal to ten percent (10%) of the Engineer's Cost Estimate (the "10% Bond"), and

ii. **Plat Recordation.** At recordation of the final plat, Developer shall replace the 10% Bond with a new Bond equal to the amount of the incomplete improvements (as identified in the Improvement plans) for the Project.

b. **Warranty.** The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of one (1) year from the date that the Town accepts the improvement when completed by the Developer and as requested by the Developer for conditional acceptance as provided by law.

c. **Completion Periods.** The Developer shall commence work on the Improvements within (1) one year from the Effective Date of this Agreement, and complete the Improvements, each and every one of them, within two (2) years from the Effective Date of this Agreement.

#### **12.13. 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 Town relating to the Property or the Project.

c. **Non-Liability of Town Officials and Employees.** No officer, representative, consultant, attorney, agent or employee of the Town shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the Town, 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 Town 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 Town has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the Town has accepted the dedication of such improvements

Formatted: Left, Indent: Left: 0", Space After: 0 pt, No widow/orphan control

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 Town and the Developer.

g. **Agreement to Run With the Land.** This Agreement shall be recorded in the office of the Weber County Recorder against the Property and is intended to and shall be deemed to run with the land and individual parcels, and shall be binding on and shall benefit all successors in the ownership of any portion of the Property. No later than ten (10) days after the Town enters into this Agreement, the Town shall cause the same to be recorded in the office of the Weber County Recorder.

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 the final plat, 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 Town 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 Town shall be given or withheld by the Town in compliance with this Agreement and the Town 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. **Estoppel Certificate.** If no default has occurred in the provisions of this Agreement and upon ten (10) days prior written request by Developer or a subdeveloper, the Town will execute an estoppel certificate to any third party, certifying that Developer (or a subdeveloper), as the case may be, at that time is not in default of the terms of this Agreement.

n. **Termination.**

i. Notwithstanding anything in this Agreement to the contrary, the term of this Agreement shall be until ten (10) years after this Agreement is recorded (unless earlier

terminated or modified by written amendment as set forth below) The Term may be extended by mutual agreement of the parties.

**Commented [TH15]:** NTD: Please provide the reasoning behind removing automatic extensions? If we are compliant with the Governing Standards we believe this Development Agreement should automatically extend without issue. We have no guarantee that subsequent Town Councils will reasonably negotiate an extension with us.

ii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the Town 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.

**13.14. Assignability.** The rights and responsibilities of Developer under this Agreement may not be assigned in whole or in part by Developer without the prior written consent of the Town, which consent shall not be unreasonably withheld, conditioned, or delayed. 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 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.

**14.15. 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, requirements, and density as applicable to such parcel and be subject to the same limitations and rights of the Town as when owned by Developer and as set forth in this Agreement without any required approval, review, or consent by the Town except as otherwise provided herein.

**15.16. 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.

**16.17. 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.

**17.18. 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 therefore; acts of nature; governmental restrictions, regulations or controls; pandemics or epidemics; 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.

**18.19. Integration.** This Agreement constitutes the entire understanding and agreement between the parties, and supersedes any previous agreement, representation, or understanding between the parties relating to the subject matter hereof; provided however, that the zoning ordinance and the Town Master Plan shall govern the procedures and standards for approval of each subdivision and public improvement.

**19.20. Remedies/Costs of Enforcement.** Either party hereto may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement. In the event of an Event of Default by Developer or in the event of a default hereunder by the Town, that party shall be liable for all

reasonable costs and expenses incurred by the other parties enforcing the provisions of this Agreement, whether or not legal action is instituted.

20.21. Amendment. This Agreement may be amended only in writing signed by the parties hereto. All amendments to this Agreement shall be considered by the Town Council if and as applicable in accordance with the requirements and procedures set forth in the zoning ordinance. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in any specific lot, unit or other portion of the Project.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their respective, duly authorized representatives as of the \_\_\_\_ day of February, 2022 (the "Effective Date").

TOWN:

HUNTSVILLE TOWN

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF UTAH            )  
                                  §  
COUNTY OF WEBER        )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me \_\_\_\_\_, the Mayor and authorized signer of Huntsville Town, whose identity is personally know to me, or proven on the basis of satisfactory evidence, to be the person who executed this Development Agreement on behalf of Huntsville Town, and who duly acknowledged to me that she / he executed the same for the purposes therein stated.

\_\_\_\_\_  
(Notary Public)

(Seal)

[Developer Signature and Acknowledgement Page Follows]

**DEVELOPER:**

CW The Sage, LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Representative

STATE OF UTAH                     )  
  §  
COUNTY OF DAVIS             )

On the \_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me  
\_\_\_\_\_, who being by me duly sworn, did say that she / he is the  
Authorized Representative of CW The Sage, LLC, a Utah limited liability company, and  
that the within and foregoing instrument was signed on behalf of said CW The Sage, LLC  
with proper authority and duly acknowledged to me that he executed the same.

\_\_\_\_\_  
(Notary Signature)

(Seal)



**EXHIBIT A**

**Legal Description of the Property**

**[TO BE ADDED PRIOR TO EXECUTION]**

**EXHIBIT B**

**Final Subdivision Plat**

**[TO BE ADDED UPON APPROVAL]**

**EXHIBIT C**

**Engineer's ~~Engineer's~~ Costs Estimate**

**[TOO BE ADDED UPON CALCULATION]**