

**DEVELOPMENT AGREEMENT
FOR
URBAN HOMES, LLC**

~~December 16, 2025~~
February 3, 2026

WHEN RECORDED, RETURN TO:

**SANTAQUIN CITY
110 SOUTH CENTER STREET
SANTAQUIN, UTAH 84655**

**DEVELOPMENT AGREEMENT
FOR
SUNSET RIDGE**

THIS DEVELOPMENT AGREEMENT is made and entered into as of the ____ day of _____, ~~2025~~ 2026, by and between Santaquin City, a Utah municipality and Urban Homes, LLC, a Utah Limited Liability Company (“Developer”).

RECITALS

A. The capitalized terms used in this Agreement and in these Recitals are defined in Section 1.2, below.

B. Developer owns certain real property located in Santaquin, Utah, more particularly described in Exhibit A hereto (the “Property”). Developer desires to develop portions of the Property for residential lots.

C. Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Concept Plan.

D. The Parties acknowledge and intend that development of the Property pursuant to this Agreement will result in significant planning benefits to the City and its residents by, among other things, requiring orderly development of the Property, increasing safety and protection of residents based on improvements to be constructed on the Property, and by promoting the goals of increasing availability of affordable and moderate income housing as established by the City and the Utah Legislature.

E. The Parties desire to enter into this Agreement to specify the rights and responsibilities

of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

F. This Agreement conforms with the intent of the City's General Plan.

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

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits A - E are hereby incorporated into this Agreement.

1.2. **Definitions.** As used in this Agreement, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 *et seq.*

1.2.2. **Agreement** means this Development Agreement and any amendments thereto, including all of its Exhibits.

1.2.3. **Applicant** means a person or entity submitting a Development Application.

1.2.4. **Buildout** means the completion of all of the development on the entire Project pursuant to the approved plans.

1.2.5. **City** means Santaquin City, a Utah municipality.

1.2.6. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.

1.2.7. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for all or part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this Agreement.

1.2.8. **City's Vested Laws** means Titles 10 and 11 of the Santaquin City Code in effect as of the date of this Agreement.

1.2.9. **Concept Plan** means the plan for the development of the Property, a copy of which is attached hereto as Exhibit B.

1.2.10. **Council** means the elected City Council of the City.

1.2.11. **Default** means a material breach of this Agreement as specified herein.

1.2.12. **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or "redlines" by City staff.

1.2.13. **Development** means the development of all or part of the Project pursuant to an approved Development Application.

1.2.14. **Development Application** means an application to the City for development of all or part of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.15. **Developer or Owner** means Urban Homes, LLC and its assignees or transferees as permitted by this Agreement.

1.2.16. **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another party.

1.2.17. **Open Space** shall have the meaning specified in Section 10.08.020 of the Santaquin City Code to and including the debris basin and conveyance channel contemplated herein.

1.2.18. **Outsource or Outsourcing** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this Agreement.

1.2.19. **Party/Parties** means, in the singular, Developer or the City; in the plural Developer and the City.

1.2.20. **Planning Commission** means the City's Planning Commission.

1.2.21. **Project** means the total development to be constructed on the Property by Developer pursuant to this Agreement with the associated public and private facilities.

1.2.22. **Property** means the real property proposed for development by Developer more fully described in Exhibit A.

1.2.23. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application.

1.2.24. **Subdeveloper** means a person or an entity not “related” (as defined by Section 165 of the Internal Revenue Code) to Developer which purchases a portion of the Property for development.

1.2.25. **Subdivision** means the division of any portion of the Project into developable lots pursuant to State Law and/or the Zoning Ordinance.

1.2.26. **Subdivision Application** means the application to create a Subdivision.

1.2.27. **Zoning** means the zone for the Property in effect on the effective date of this Agreement.

1.2.28. **Zoning Ordinance** means the City’s Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this Agreement and includes the City’s Vested Laws.

2. Development of the Project.

2.1. **Compliance with the Concept Plan and this Agreement.** Development of the Project shall be in accordance with the City’s Vested Laws, the City’s Future Laws (to the extent that these are applicable as otherwise specified in this Agreement), the Concept Plan, and this Agreement, with consideration of the goals of increasing the availability of affordable housing and the promotion of home ownership in the City.

2.2. **Design and Construction Obligations of the City.** The City has sought funding from the federal government for the design and construction of a stormwater conveyance channel and piping and a debris basin as depicted in Exhibit C attached hereto. These stormwater conveyance channel and piping and debris basin improvements are intended to mitigate the effects of storm run-off citywide. The City shall utilize available federal funding as authorized by the National Resource Conservation Service (“NRCS”), to

design and construct the stormwater conveyance channel and piping and a debris basin as specifically set forth in this Agreement.

2.3. Dedication and Transfer of Property to the City.

2.3.1. Owner shall dedicate and transfer to the City by General Warranty Deed approximately 5.58 acres of the Property more particularly described in Exhibit D hereto for the improvements to and maintenance of the existing and any future construction of a storm water conveyance channel and or conveyance piping through and a stormwater debris basin on the Property for the purpose of collecting, controlling, routing, and conveying upstream storm water flows on and through the Property and for Open Space purposes. Owner shall also dedicate and transfer to City by General Warranty Deed approximately 0.34 acres of Property more particularly described as "Area F" in Exhibit B and Exhibit D for the purposes of Open Space, a trailhead, BLM/Forest Service access, and other City purposes.

2.3.1.1. The property to be dedicated and transferred to the City pursuant to Section 2.3.1 above includes the dedication of approximately 1.79 acres as open space for development of the Property, which is the future conveyance channel, conveyance piping, and debris basin and future addition to City parks and open space. Additionally, in exchange for approximately 0.87 acres of the aforementioned dedicated and transferred property, the City will transfer to Developer approximately 0.87 acres of real property currently owned by the City and more particularly described in Exhibit E. Additionally, in exchange for the

remaining approximately 3.26 acres of the aforementioned dedicated and transferred property, the City agrees to pay \$176,000 per acre → $\$176,000 \times 3.26$ acres → \$573,760 total for the remainder of the debris basin deeded property.

2.3.2. The dedication of said property described in Sections 2.3.1 above shall satisfy Developer's open space dedication requirement set forth in this Agreement. Moreover, Developer shall have no obligation to improve said Open Space as may otherwise be required by Santaquin City Code. The improvement of the property dedicated to the City by Developer shall be the responsibility of the City and shall also include designing and constructing the conveyance channel, piping, and debris basin as depicted in Exhibit C.

2.3.3. Timing of Land and Easement Dedication. Developer shall convey the property and the easement described in Subsection 2.3.1 of this Agreement within 90 days of the execution of this Agreement.

2.3.4. City acknowledges the need for a perpetual easement for a pipeline associated with the debris basin infrastructure. City agrees to pay \$1.00 per square foot for the needed pipe easement of 15,062 square feet → $\$1.00 \times 15,062 \text{ sf} = \$15,062.00$ total for the easement.

2.3.5. Developer acknowledges and agrees that the dedication of a portion of its property to the City and the pipe easement as provided in this Section 2.3 might alter or otherwise preclude other potential uses for said property, including potential building lots or other improvements but will certainly benefit both the development of the Property and the City, and is central to the Parties' willingness to enter into this Agreement.

2.3.6. Developer may, in its sole discretion, choose to install a large diameter pipe, in lieu of the City constructing the above identified storm water conveyance mechanism (i.e. conveyance channel and piping). In such event, Developer shall pay all costs to furnish and install the large diameter pipe and any appurtenances.

In the event that the available federal funding as authorized by the National Resource Conservation Service ("NRCS") is available for a possible reimbursement to Owner, City will work with NRCS and Owner to facilitate such reimbursement.

2.3.7. Upon final approval of this Agreement, the City agrees that approximately 2.41 acres of the Property will be zoned C-1 Interchange Commercial as depicted in Exhibit B. Additionally, upon final approval of this Agreement, City agrees that approximately 1.10 acres of the Property will be zoned Main Street Residential (MSR) as depicted in Exhibits B & D. Furthermore, upon final approval of this Agreement, City and Developer agree that approximately 6.56 acres of the Property will be zoned Public Facilities (PF) as depicted in Exhibit B.

2.3.8. At Developer's written request, City agrees to negotiate in good faith, a future agreement that would allow Developer to excavate a portion of the debris basin identified herein, process, and utilize existing soil materials for future onsite City infrastructure improvements, specifically for Property purposes. Any utilization of said existing materials must meet all Santaquin City Codes, Specifications, and requirements and the design and intent of the future debris basin. No marketing or sale of onsite materials excavated from the future debris basin is allowed unless expressly agreed to in writing by the Parties.

2.3.9. The Parties agree to a possible, future shared parking agreement as identified by Santaquin City Code 10.48.030, for a portion of the property currently owned and that will continue to be owned by City. Any shared parking agreement shall be as mutually agreed to by the Parties. Such shared parking will be for the benefit of the City for a trailhead and other City purposes. Such shared parking will also be for the benefit of the Developer for commercial business parking purposes and for access to adjacent townhome parking. No residential parking will be included in any shared parking agreement area. The Parties agree that the costs for the identified shared parking improvements will be paid on a proportional basis and as agreed to in writing by the Parties.

2.4. **Limitation and No Guarantee.** Developer acknowledges that the development of every aspect of the Concept Plan requires that each Development Application comply with the City's Vested Laws, and with the City's Future Laws to the extent they are specifically applicable as set forth in the agreement. Notwithstanding any contrary provision of this Agreement, the City's entry into this Agreement does not guarantee that the Developer will be able to construct any aspect of the Project until and unless all applicable requirements are met.

3. **Public Infrastructure**

3.1. **Construction by Developer.** Except as otherwise specifically provided in this Agreement, Developer shall be responsible for all design and construction of all infrastructure improvements as required by Santaquin City Code. Developer shall have the right and the obligation to design, construct, and install, or cause to be designed, constructed and installed, all Public Infrastructure reasonably and lawfully required as a

condition of approval of the Development Application pursuant to the City's Vested Laws and applicable Future Laws. For all property transferred from the City to Developer, Developer shall have the right and the obligation to design, construct, and install, or cause to be designed, constructed, and installed, all Public Infrastructure reasonably and lawfully required as a condition of approval of each Development Application pursuant to the City's Vested Laws and with the City's Future Laws to the extent they are specifically applicable as set forth in the agreement.

3.2. **Bonding.** Unless otherwise provided by Chapter 10-9a of the Utah Code as amended, Applicant shall provide security in conjunction with its application for a building permit for any Public Infrastructure or private infrastructure required by the City, in a form acceptable to the City, as specified in the City's ordinances in effect at the time of application. Partial releases of any such required security shall be allowed as work progresses based on the City's laws then in effect.

4. **Upsizing/Reimbursements to Developer.**

4.1. **Upsizing.** All Public Infrastructure shall be of sufficient capacity to service the entire Project at Buildout. The City shall not require Developer to upsize any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Developer for the 10% cost increase. An acceptable financial arrangement for upsizing of improvements means reimbursement agreements, connector agreements, payback agreements, and impact fee

credits and reimbursements, as agreed by the Parties. Providing Public Infrastructure with sufficient capacity to serve the entire Project at Buildout is not considered upsizing for purposes of this Agreement, and all associated costs thereof are the sole responsibility of the Developer, and not the responsibility of the City.

5. Vested Rights.

5.1. Vested Rights Granted by Approval of this Agreement. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants Developer all rights to develop the Project in fulfillment of this Agreement, the City's Vested Laws, the Zoning and the Concept Plan except as specifically provided herein. The Parties specifically intend that this Agreement grant to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2023).

5.2. Application of City's Future Laws. The City's Future Laws in effect on the date of a completed development application apply to the development to the extent they do not contradict the City's Vested Laws. In the event of a conflict with the City's Vested Laws, the City's Future Laws shall apply in the following circumstances:

5.2.1. Developer Agreement. Those City's Future Laws that Developer has agreed in writing will apply to the Project;

5.2.2. State and Federal Compliance. Those City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

5.2.3. Codes. Any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, fire, or

similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

5.2.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated;

5.2.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

5.2.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City and which meet all requirements of the U. S. Constitution, Utah Constitution, law and applicable statutes, including but not limited to Utah Code Ann. Section 11-36a-101 (2025) *et seq.*;

6. **Term of Agreement.** This Agreement shall take effect on the date when both Parties have executed the Agreement, and shall expire on December 15, 2035, or at Buildout, whichever is earlier.

7. **Processing of Development Applications.**

7.1. **Processing of Development Applications.** City Code will govern Processing of Development Applications.

7.2. Acceptance of Certifications Required for Development Applications. Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City.

7.3. Independent Technical Analyses for Development Applications. If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants, with the actual and reasonable costs being the responsibility of Applicant .

7.4. City Denial of a Development Application. If the City denies a Development Application the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this Agreement, the Zoning and/or the City's Vested Laws (or, if applicable, the City's Future Laws). The City shall work with the Applicant in good faith to explain the reasons for the denial.

7.5. City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below. Applicant's failure to successfully appeal any such denial shall preclude

any action by Applicant against City for City's denial so long as the City did not otherwise cause the Non-City Agency to issue the denial.

7.6. Mediation of Development Application Denials.

7.6.1. Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application that the parties are not able to resolve shall be mediated.

7.6.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement which is subject to mediation pursuant to Section 7.6.1, the parties shall attempt within thirty (30) calendar days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant are unable to agree on a single acceptable mediator, they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. In the alternative, the City and the Applicant may jointly submit the matter to the Office of the Property Rights Ombudsman for mediation at the earliest available time for the Ombudsman, the Applicant, and the City. Applicant and the City shall split the fees of the chosen mediator, each Party paying 50% of the fees. The chosen mediator shall within thirty (30) calendar days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

8. Default.

8.1. **Notice.** If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide written Notice to the other Party.

8.2. **Contents of the Notice of Default.** The Notice of Default shall:

8.2.1. Specific Claim. Specify the claimed event of Default;

8.2.2. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

8.2.3. Materiality. Identify why the Default is claimed to be material; and

8.2.4. Cure Period. If appropriate, the City will propose in a Notice to Developer a time for Developer to cure the Default which shall be of no less than thirty (30) calendar days duration.

8.3. **Remedies.** As to any uncured Default, the parties shall submit the matter to mediation consistent with the procedures set forth in Section 7.6. If the parties are not able to resolve the Default by mediation, the parties may have the following remedies, except as otherwise specifically limited in this Agreement:

8.3.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, administrative or legal appeals, injunctive relief, and/or specific performance.

8.3.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

8.3.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in

the case of a default by Developer, until the Default has been cured.

8.4. **Emergency Defaults.** Notwithstanding anything in this Agreement to the contrary, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City, then the City may impose the remedies of Section 8.3 without the requirements of Section 8.2. The City shall give specific written Notice to Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be provided with a full and fair opportunity to respond to the Notice.

8.5. **Default of Assignee.** A default of any obligations assumed by an assignee of Developer shall not be deemed a default of Developer.

8.6. **Limitation on Recovery for Default – No Damages.** Notwithstanding anything in this Agreement to the contrary, no Party shall be entitled to any claim for any monetary damages as a result of any breach of this Agreement and each Party waives any and all claims thereto. The sole remedy available to Developer or any Subdeveloper shall be that of specific performance.

8.7. **Authority of City Inspectors.** Nothing in this Section 8 shall be construed to limit the ability or authority of City's inspectors to assure compliance with construction standards and practices through the procedures applied generally to construction projects in the City.

9. **Notices.** All notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the

following address:

To the Developer:

Urban Homes, LLC
1185 North SR 51
Spanish Fork, Utah 84660
chbird88@gmail.com
801-368-1884

To the City:

Santaquin City
Attn: City Manager
Norm Beagley
110 South Center Street
Santaquin, UT 84655
nbeagley@santaquin.gov
(801) 754-3200

With a Copy to:

Brett B. Rich
Nielsen & Senior, P.C.
P.O. Box 970663
Orem, UT 84097
bbr@ns-law.com
(801) 701-7074

9.1. **Effectiveness of Notice.** Except as otherwise provided in this Agreement, each

Notice shall be effective and shall be deemed delivered on the earlier of:

9.1.1. Hand Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

9.1.2. Electronic Delivery. Its actual receipt if delivered electronically by email,

provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

9.1.3. Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this Agreement by giving written Notice to the other party in accordance with the provisions of this Section.

10. Headings. The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.

11. No Third-Party Rights/No Joint Venture. This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Developer. Further, the parties do not intend this Agreement to create any third-party beneficiary rights. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to, any third parties concerning any improvements to the Property, unless the City has accepted the dedication of such improvements, at which time all rights and responsibilities—except for warranty bond requirements for the dedicated public improvement, shall be the City's.

12. Assignability. The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part, respectively, by Developer, only upon written approval of the City as provided herein. Any assignee shall consent in writing to be bound by the assigned terms and

conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

That consent shall specifically acknowledge the provisions of Section 2.

12.1. **Sale of Lots.** Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by Developer.

12.2. **Related Entity.** Developer's transfer of all or any part of the Property to any entity "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165), or Developer's entry into a joint venture for the development of the Project shall also be deemed to be an "assignment" subject to the above-referenced approval by the City.

12.3. **Notice.** Developer shall give Notice to the City of any proposed assignment within fifteen (15) calendar days after the event has occurred and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

12.4. **Time for Denial.** Unless the City denies the proposed assignment in writing within thirty (30) calendar days of Notice, the City shall be deemed to have approved of and consented to the assignment.

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

Upon any such approved partial assignment, Developer shall not be released from any

future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations herein.

12.6. **Basis for Denial.** The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of Developer proposed to be assigned or, there is an existing breach of a development obligation owed to the City by the Developer, assignee or related entity that has not either been cured or is in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to the Mediation process specified in Section 7.6.

13. **Insurance and Indemnification.** To the fullest extent permitted by law, Owner shall indemnify and hold harmless the City, which for purposes of the section includes its elected and appointed officials, representatives, officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, risks of loss, damages, expenses (including litigation expenses and attorneys' fees), and liabilities arising out of or related: to (1) any referendum, or any action contesting the legality of this agreement; (2) acts, errors or omissions of Owner or its agents, servants, employees, or contractors in performance of this Agreement. Nothing in this section shall be construed to mean that Owner shall defend, indemnify, or hold the City or its elected and appointed officials, representatives, officers, employees, and agents, harmless from any claims of personal injury, death or property damage or other liabilities arising from (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted by the City for maintenance. Prior to any construction on the Property, Owner shall furnish or cause to be

furnished to the City duplicate originals or appropriate certificates of insurance as might be required by the City's Vested Laws within the R-10 Residential zone.

13.1. **Hazardous, Toxic, and/or Contaminating Materials.** Owner further agrees to defend and hold the City and its elected and/or appointed boards, officers, agents, employees, and consultants, harmless from any and all claims, liability, costs, fines, penalties, charges and/or claims of any kind whatsoever relating to the existence and removal of hazardous, toxic and/or contaminating materials on the Property, except where such claims, liability, costs, fines, penalties, charges and/or claims are due to the actions of the City.

14. **Binding Effect.** If Developer sells or conveys portions of the Property to Subdevelopers or related parties, the property so sold and conveyed shall bear the same rights, privileges, configurations, and conformity to the Concept Plan as applicable to such property and be subject to the same limitations and rights of the City as when owned by Developer, and as set forth in this Agreement without any required approval, review, or consent by the City except as otherwise provided herein.

15. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

16. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

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 therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

18. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

19. **Applicable Law.** This Agreement is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

20. **Venue.** Any action to enforce this Agreement shall be brought only in the Fourth District Court for the State of Utah, Provo Department.

21. **Entire Agreement.** This Agreement, including all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

22. **Mutual Drafting.** Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against any Party based on which Party drafted any particular portion of this Agreement.

23. **Recordation and Running with the Land.** This Agreement shall be recorded in the chain of title for the Project. This Agreement shall be deemed to run with the land. The data disk of the City's Vested Laws, shall not be recorded in the chain of title. A secure copy of City's Vested Laws shall not be filed with the City Recorder but each party shall have a copy.

24. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement pursuant to Resolution No. 12-03-2025 adopted by the City on December 16, 2025.

(This portion left blank intentionally.)

**SIGNATURE PAGE FOR
DEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

DEVELOPER: Urban Homes, LLC

By: _____
Name: Chris Bird
Title: Managing Member
Date: ~~December 16, 2025~~ February 3, 2026

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 16th-3rd day of ~~December, 2025~~ February, 2026, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of Urban Homes, LLC, a Utah Limited Liability Company and that he/she signed the foregoing instrument, which was duly authorized by the company at a lawful meeting held by authority of its operating agreement.

NOTARY PUBLIC

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**SIGNATURE PAGE FOR
DEVELOPMENT AGREEMENT (CONT.)**

**CITY:
SANTAQUIN CITY**

By: _____

Name: Daniel M Olson

Title: Mayor

Date: ~~December 16, 2025~~ February 3,
2026

Attest: Stephanie Christensen

City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

COUNTY OF UTAH)

On the ~~16th~~^{3rd} day of ~~December, 2025~~ February 2026, personally appeared before me Daniel M. Olson who being by me duly sworn, did say that he is the Mayor of Santaquin City, a political subdivision of the State of Utah, and that he signed said instrument on behalf of the City by authority of its City Council.

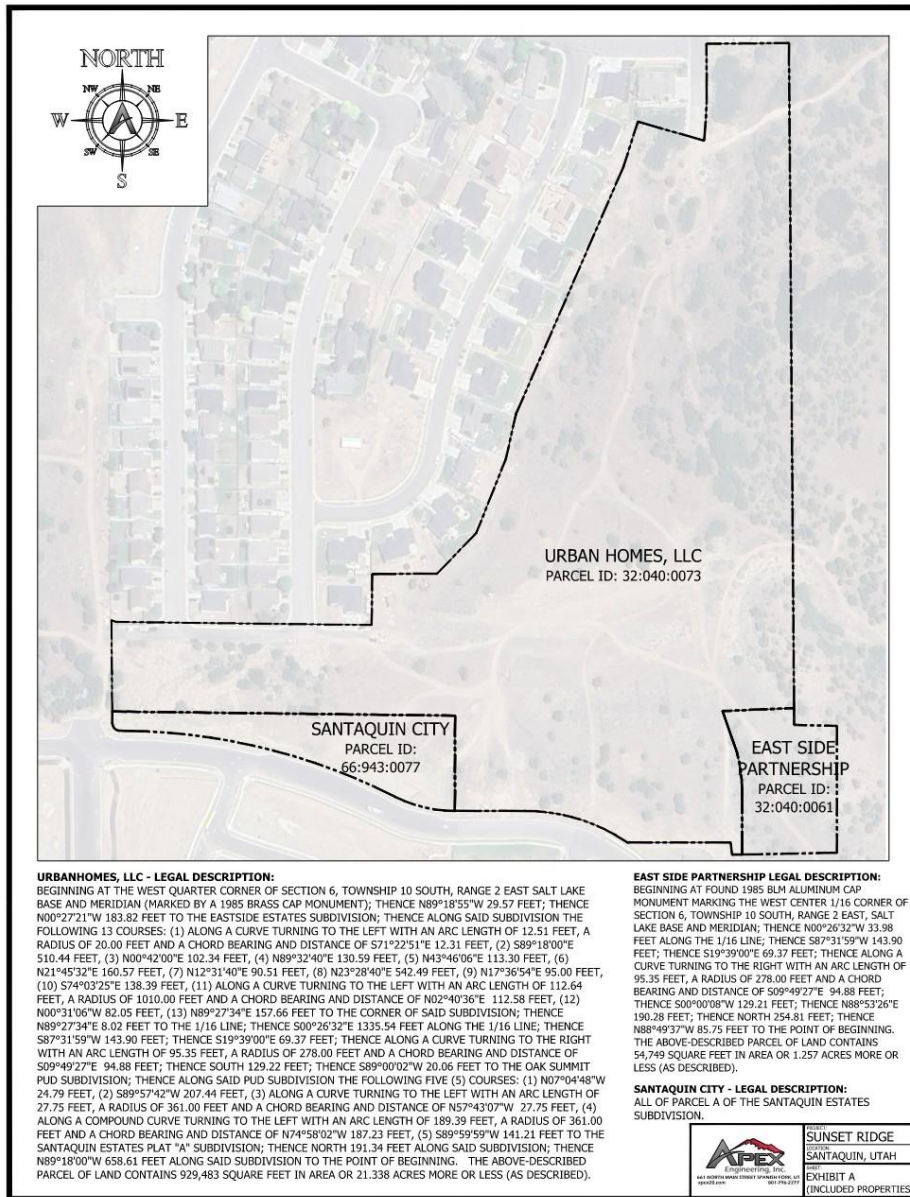
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NOTARY PUBLIC

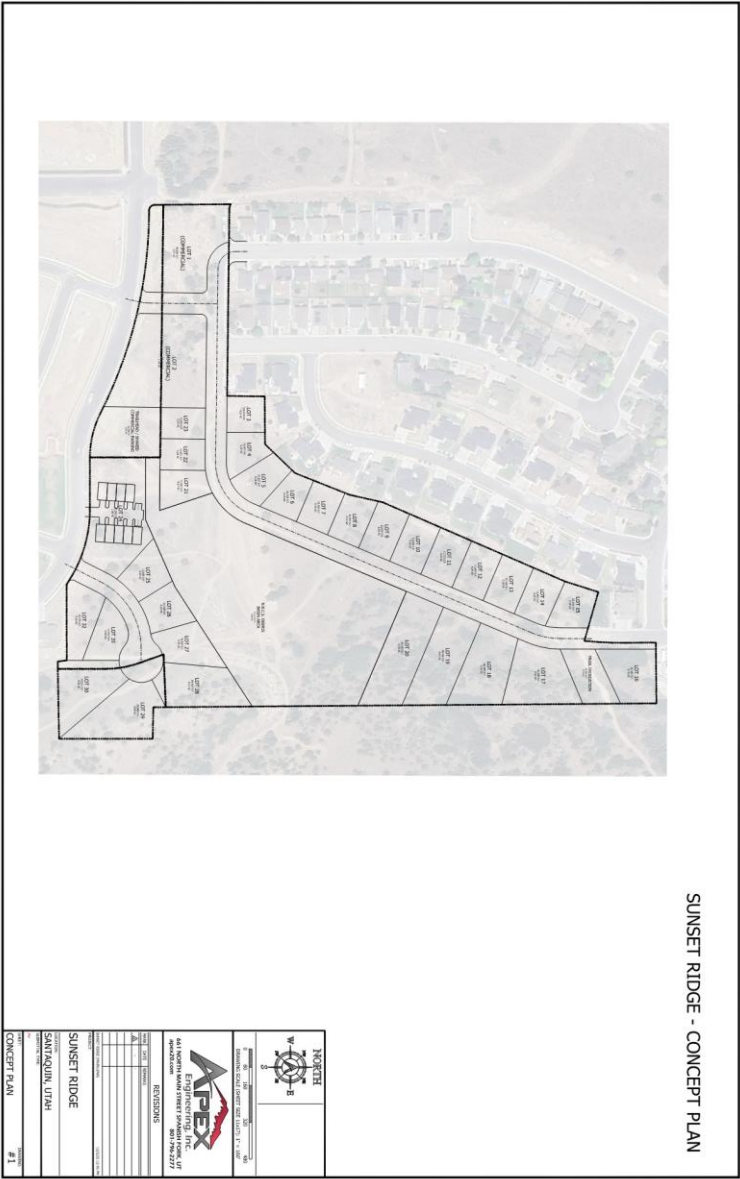
TABLE OF EXHIBITS

Exhibit A	Legal Description of Property
Exhibit B	Concept Plan
Exhibit C	Debris Basin Site Plan
Exhibit D	Property Deeded to City
Exhibit E	Property Deeded to Developer

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY



**EXHIBIT B
CONCEPT PLAN**



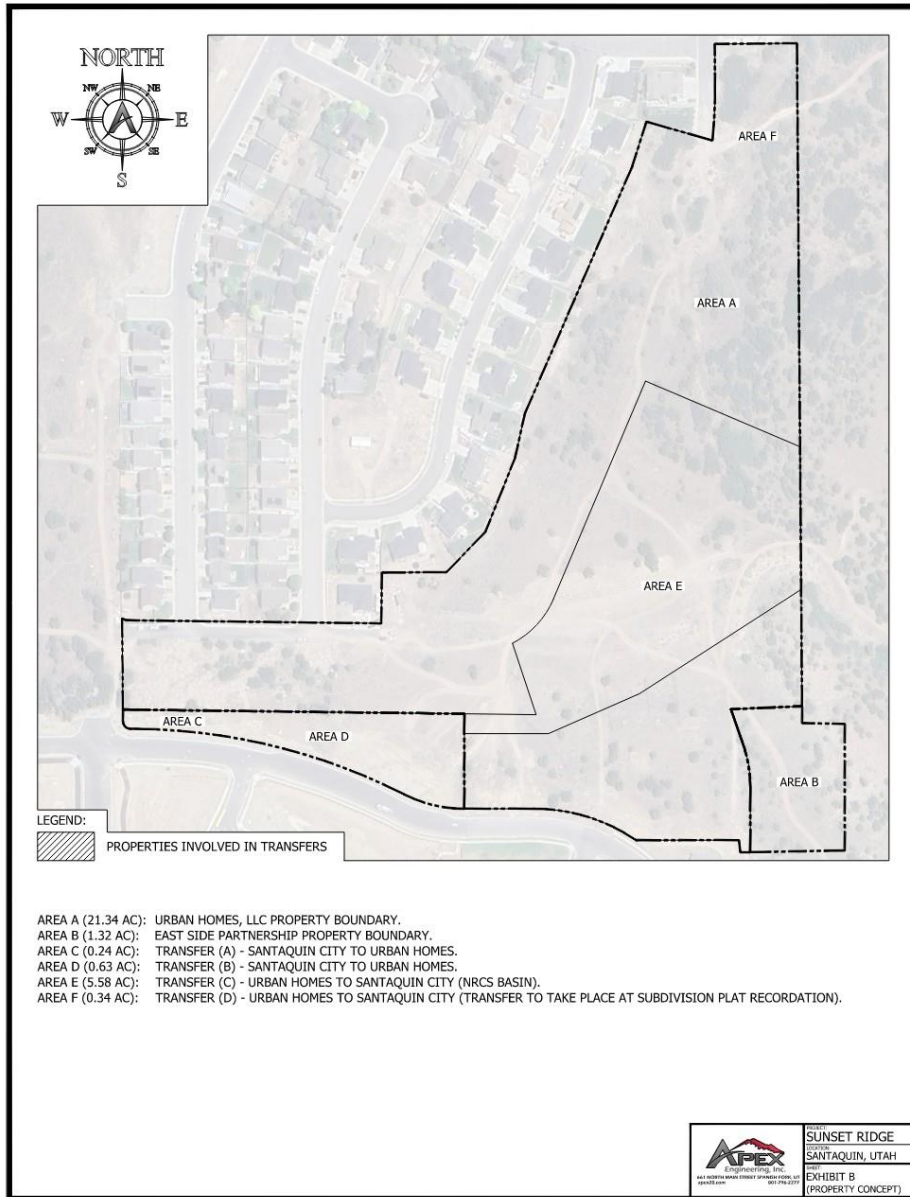


EXHIBIT C
DEBRIS BASIN SITE PLAN



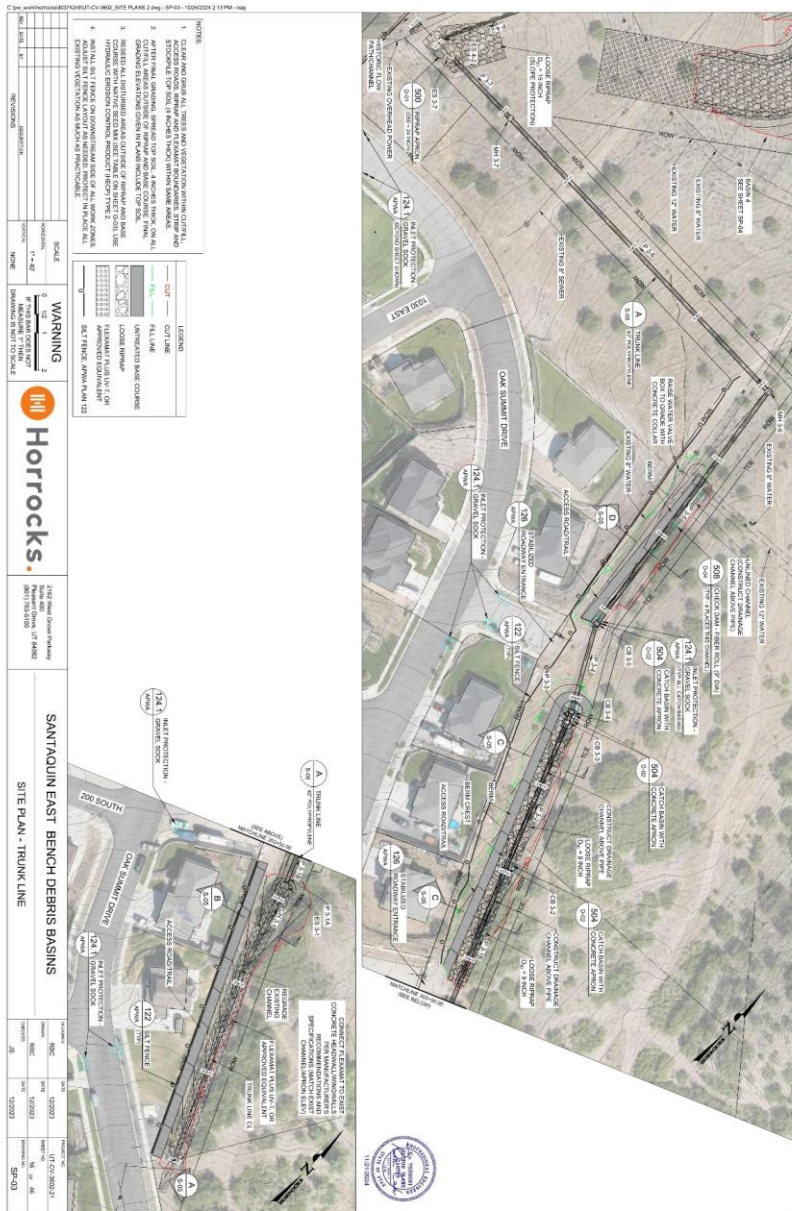


EXHIBIT D
PROPERTY DEEDED TO CITY

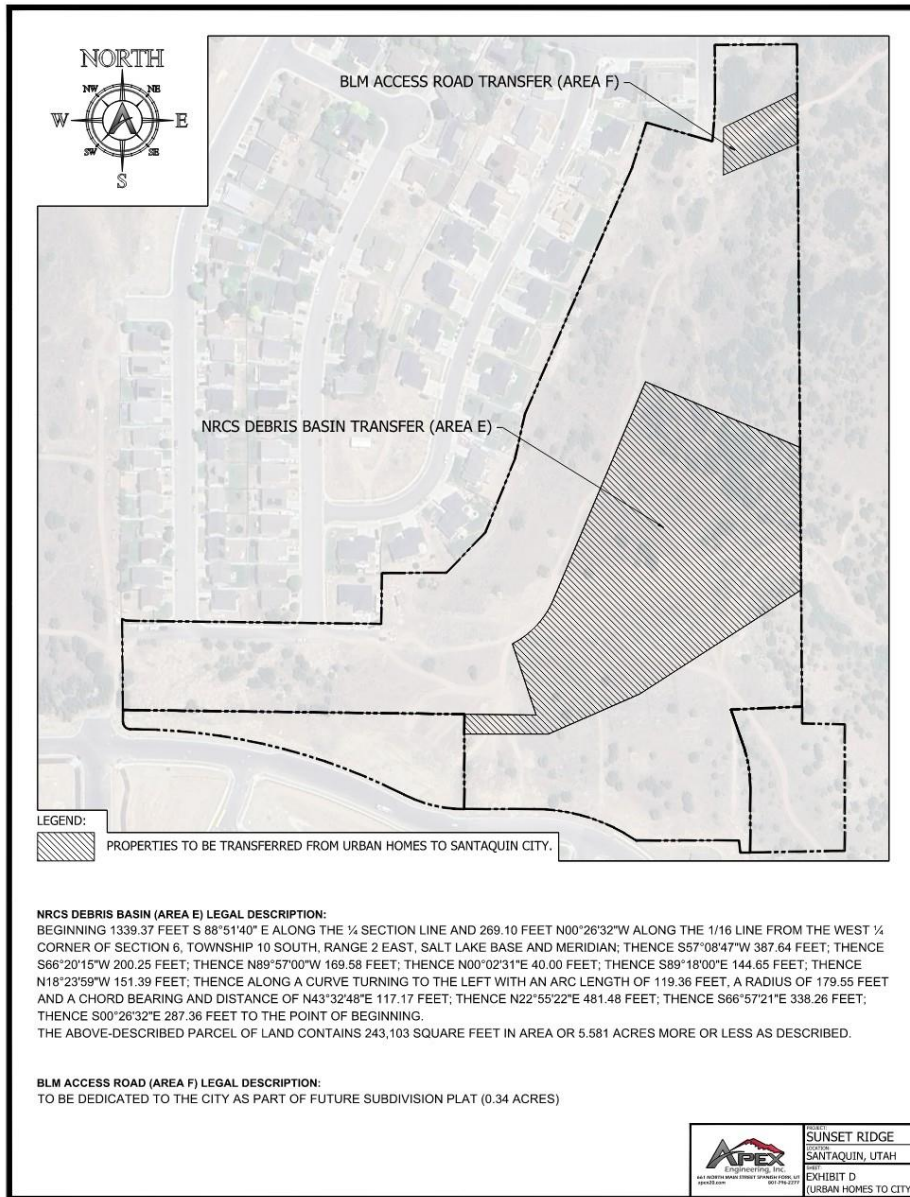


EXHIBIT E
PROPERTY DEEDED TO DEVELOPER

