

TIN ROOF CABIN RESORT
DEVELOPMENT AGREEMENT
OVERNIGHT ACCOMMODATIONS OVERLAY DISTRICT
Pursuant to Grand County Code Section 4.6

This DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into as of this ____ day of _____ 2022 (the “**Effective Date**”) by and between Jick V. Taylor, with a legal address of 200 South Beaver Basin, Grand County, Utah (“**Owner/Developer**”), and Grand County, a political subdivision of the State of Utah (“**County**”).

Recitals

- A. WHEREAS, Owner/Developer is the owner of record of 373.83 acres of real property known as Parcel No. 04-0025-0059 located in Grand County, Utah;
- B. WHEREAS, Owner/Developer desires to develop a portion of Parcel 04–0025-0059 for overnight accommodations; the 17.25 acre portion is more particularly described as follows:
- Beginning at the SW Corner of Section 29, T25S, R25E, SLBM, and proceeding thence N 03°09’53”E 727.85 ft., thence N 16°36’57”E 748.74, thence S 71°24’16”E 631.61 ft., thence S 21°10’59”W 1330.51 ft., thence S89°39’43”W 372.15 ft. to the point of beginning and containing 17.25 acres (the “Property”);
- C. WHEREAS, Owner/Developer has requested Grand County to approve the Overnight Accommodations Overlay District (the “**OAO District Application**”) - RV/Campground to the Property pursuant to Section 4.6 of the Grand County Land Use Code (the “**Code**”).
- D. WHEREAS, the Grand County Council has, in the exercise of its legislative discretion and following all required public hearings, approved the OAO District Application pursuant to the terms and conditions herein.
- E. WHEREAS, pursuant to the authority of Utah Code §17-27A-102(1)(b) and Section 4.6, as amended, the Parties desire to enter into this Agreement for the purpose of formalizing certain obligations of Owner/Developer with respect to the Property, and such other matters as the County and the Owner/Developer have agreed as particularly set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, including approval of the OAO District Application to the Property, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS.** Unless otherwise defined herein, all capitalized terms used in this Agreement shall have those meanings assigned in Section 4.6 of the Code.
2. **COVENANT TO COMPLY.** Upon approval of the OAO-RV/Campground district, up to 12 total recreational vehicle, cabin, or tent sites for overnight accommodations may be developed on the Property. The Owner/Developer may not use his remaining 356.58 acres for overnight accommodations. In consideration of the application of the OAO District to the Property, and specifically the Development Standards set forth in Code Section 4.6.6, Owner/Developer hereby covenants and agrees to strictly comply with the provisions, duties, and obligations of Section 4.6 of the Code, which provisions, duties, and obligations are integrated herein by this reference; provided, however that this Section 2 shall govern development of the Property where in conflict with the Code.
3. **DEFAULT.**
 - 3.1. Violation or breach of any provision of this Agreement or Section 4.6 of the Code, as amended, shall constitute a Default. The County may enforce a Default and impose penalties under the provisions of Sections 1.8 and 1.9 of the Code, as amended.
 - 3.2. In the event of a Default, the COUNTY hereby reserves all of its remedies under this Agreement, the Code, and Utah law, including the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval; recover from any violator of this section civil fines, restitution to prevent unjust enrichment, and/or enforcement costs, including attorney fees, under the Code or Title 1 of the Grand County General Ordinances; and seek judicial enforcement of such fines, restitution and costs, including judgment liens and foreclosure, or any other appropriate action for unlawful detainer, injunctive relief or damages.
4. **MISCELLANEOUS.**
 - 4.1. Owner/Developer hereby waives any defenses, rights or remedies that it might otherwise assert against the County in connection with: (i) the application of the rule against perpetuities to this Agreement; or (ii) any claim that the covenants in this Agreement recorded against the Property are not covenants running with the land upon the Property. This waiver shall be binding upon and inure to the benefit of the successor and assigns of the Owner/Developer and the County.
 - 4.2. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of any of the foregoing

Agreement shall be invalid or prohibited under applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions in this Agreement.

- 4.3. If any party shall take or defend against any action for any relief against another party arising out of this Agreement, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including, but not limited to, reasonable attorneys' fees and court costs incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.
- 4.4. This Agreement shall be governed by and construed under Utah law.
- 4.5. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, and assigns of the parties.
- 4.6. Paragraph or section headings within this Agreement are inserted solely for convenience of reference and are not intended to, and shall not, govern, limit or aid in the construction of any terms or provisions contained herein. Further, whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.
- 4.7. Except for legislative changes of Section 4.6 of the Code which are incorporated herein, this Agreement may be amended only upon written amendment executed by both Parties, recorded in the real property records of Grand County, Utah; provided, however, that all material terms and provisions may not be amended or modified without reapplication to the County.
- 4.8. This Agreement shall be recorded by Owner/Developer prior to recordation of a final plat or issuance of a building permit for any structure within a site plan approved hereunder, as required by Section 4.6 of the Code.

IN WITNESS WHEREOF, this Agreement is effective as of the date first written above.

COUNTY: Grand County
A political subdivision of the State of Utah

Jacques Hadler,
Chair, Grand County Commission

STATE OF UTAH)
) ss
COUNTY OF GRAND)

On _____, 2022, Jacques Hadler as Chair of the Grand County Commission, a Utah political subdivision, appeared before me and acknowledged and swore to me that the foregoing Development Agreement was signed on behalf of Grand County by authority of its Policies and Procedures and Utah law.

NOTARY PUBLIC

Owner/Developer:

Name: Jick V. Taylor
Title: Property owner, Ranch Operator

STATE OF UTAH)
) ss
COUNTY OF GRAND)

On, _____ 2022, Jick V. Taylor, property owner, personally appeared before me and acknowledged the foregoing Development Agreement.

NOTARY PUBLIC