WHEN RECORDED, RETURN TO:
Midway City Recorder
75 North 100 West
P.O. Box 277
Midway, Utah 84049
Tax Parcel No.: [TO BE INSERTED]

LEGISLATIVE DEVELOPMENT AGREEMENT
41 WEST MAIN STREET WORKFORCE HOUSING

THIS LEGISLATIVE DEVELOPMENT AGREEMENT FOR 41 WEST MAIN STREET WORKFORCE HOUSING (this "Agreement") is entered into as of the later of the date last signed below or the effective date of Ordinance No. **[2026-__]** (the "Effective Date"), by and between MIDWAY CITY, a Utah municipal corporation (the "City"), and **[FULL LEGAL NAME OF RECORD OWNER]**, a **[STATE AND ENTITY TYPE]** ("Owner" or "Developer"). The City and Owner may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner owns the real property and existing mixed-use commercial building commonly known as 41 West Main Street, Midway, Utah 84049, legally described in Exhibit A (the "Property").

B. The Property is located in the C-2 Commercial Zone. The City's otherwise applicable land use regulations do not allow the six residential dwelling units proposed by Owner in the basement of the existing building.

C. Owner proposes to complete six long-term rental dwelling units in the existing basement, consisting generally of five studio units and one one-bedroom unit, each containing less than 900 square feet, as conceptually shown in Exhibit B (the "Project").

D. The Project is intended to provide workforce and moderate-income housing near employment, services, and transportation in central Midway. The City Council finds that the Project advances the moderate-income housing goals of the Midway General Plan and addresses a documented community need.

E. Utah Code §10-20-508 authorizes a municipality to enter into a development agreement containing terms relating to affordable or moderate-income housing with development incentives. Because this Agreement allows a use and density not otherwise permitted by the C-2 Zone, the City has processed and approved this Agreement through the legislative procedures required by Utah Code §§10-20-502 and 10-20-508(2)(a)(iii).

F. In exchange for the land use entitlement and the other City incentives stated in this Agreement, Owner voluntarily agrees to operate all six units as deed-restricted workforce and moderate-income rental housing for the Affordability Term and to comply with the income-based rent, staged AMI marketing, employment priority, annual tenant certification, water, parking, reporting, and enforcement provisions below.

G. The City Council approved this Agreement by Ordinance No. **[2026-__]** after receiving the Planning Commission's recommendation, holding the required public hearing and public meeting, and making the findings stated in the ordinance.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration described below, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

TERMS

1. Incorporation; Definitions

1.1 Incorporation. The recitals and Exhibits A through D are incorporated into this Agreement.

1.2 Applicable AMI. "AMI" means the area median income for Wasatch County, Utah, adjusted for household size, as most recently published by the United States Department of Housing and Urban Development ("HUD") or, if HUD ceases publishing applicable figures, a substantially equivalent source selected by the City.

1.3 Affordability Commencement Date. The date on which the City issues the first certificate of occupancy authorizing residential occupancy of any Restricted Unit.

1.4 Affordability Term. The 30-year period beginning on the Affordability Commencement Date and ending at 11:59 p.m. on the day immediately preceding the thirtieth anniversary of that date.

1.5 City Code. The Midway City Municipal Code, including its land use and development provisions, as amended from time to time, except only to the extent this Agreement expressly provides a different standard.

1.6 Contract Year. Contract Year 1 begins on the Affordability Commencement Date and ends on the day immediately preceding the first anniversary of that date. Each later Contract Year is the successive 12-month period beginning on an anniversary of the Affordability Commencement Date.

1.7 Gross Rent. All mandatory amounts paid by or on behalf of a tenant as a condition of occupancy, including rent and mandatory utilities or fees, but excluding refundable security deposits, lawful late fees, charges for tenant-caused damage, and truly optional services. Because the proposed rents include utilities, no separate utility charge may be imposed unless the City approves a corresponding utility allowance in writing.

1.8 Project Plans. The conceptual vicinity maps, property depictions, and unit floor plans attached as Exhibit B, together with the final plans approved through the building permit process. If there is a conflict, the final building permit plans control as to construction and life-safety matters, but may not increase the number, floor area, or exterior impacts of the Restricted Units beyond the entitlement stated in this Agreement without an amendment under Section 17.

1.9 Restricted Units. The six long-term rental dwelling units authorized by this Agreement and located within the existing basement of the building on the Property.

1.10 Annual Household Income. "Annual Household Income" means the current annualized gross income of all adult members of a tenant household, from all sources required by the City-approved income-certification methodology, before payroll deductions, determined from reasonably current source documents and adjusted for household size only when applying an AMI limit.

1.11 Midway Worker; County Worker. A "Midway Worker" is a household with at least one adult member whose primary place of employment is within the corporate limits of Midway City. A "County Worker" is a household with at least one adult member whose primary place of employment is elsewhere within Wasatch County. Employment includes bona fide self-employment conducted primarily at the stated work location.

2. Legislative Approval and Project Entitlement

2.1 Authorized Use and Density. Notwithstanding the residential density or use limitation otherwise applicable in the C-2 Zone, Owner may construct and operate no more than six Restricted Units within the existing basement. This is a project-specific legislative approval and does not rezone the Property or establish generally applicable C-2 standards.

2.2 Unit Mix and Size. The Project may include five studio units and one one-bedroom unit, generally corresponding to the preliminary schedule in Exhibit C. No Restricted Unit may exceed 900 square feet. The City Administrator may approve a different studio/one-bedroom designation or a de minimis floor-plan adjustment if the Project remains at six or fewer units, each unit remains below 900 square feet, and the change does not materially affect parking, exterior appearance, life safety, or affordability.

2.3 No Exterior Expansion. The entitlement is limited to adaptive reuse of the existing basement. It does not authorize additional building area, height, or residential units. Exterior work reasonably required for lawful access, egress, utilities, patio or common areas, and code compliance remains subject to ordinary City review and any applicable historic, architectural, building, fire, and engineering standards.

2.4 Long-Term Rental Use Only. Each lease or other rental period for a Restricted Unit shall be for at least 30 consecutive days, and the unit shall be used as the tenant's principal residence. No Restricted Unit may be used as a nightly rental, short-term rental, hotel room, lodging facility, or transient accommodation.

3. Compliance with Laws and Permitting

3.1 Building and Safety Codes. Nothing in this Agreement waives or modifies the State Construction Code, fire code, accessibility requirements, health and safety requirements, utility standards, or the authority of the building or fire official. Owner shall obtain all permits and approvals required for lawful residential occupancy.

3.2 Applicable Land Use Standards. Except for the six-unit residential use and density expressly approved in Section 2, the Project shall comply with the City Code and all lawful conditions of final building permit approval. Matters not specifically addressed by this Agreement are governed by Utah law and applicable City regulations, consistent with Utah Code Section 10-20-508(2)(g).

3.3 Certificate of Occupancy. No person may occupy a Restricted Unit until the City has issued a certificate of occupancy for that unit. The City may issue certificates separately if each unit and all facilities necessary to serve it are complete and lawful.

3.4 Commencement Deadline. Owner shall submit a complete building permit application within 12 months after the Effective Date and obtain the first certificate of occupancy within 24 months after the Effective Date. The City Administrator may grant one extension of up to 12 months for good cause shown in writing. Failure to meet these deadlines terminates the unexercised Project entitlement after notice and opportunity to cure under Section 13.

4. Vested Rights and Future Laws

4.1 Scope of Vesting. Subject to this Agreement, Owner is vested in the project-specific right to construct and operate the Restricted Units in accordance with Section 2 and the complete building permit application timely submitted under Section 3.4. This Agreement does not create vested rights beyond its express terms and does not limit the City's future legislative authority.

4.2 Future Laws. Future City laws apply to the Project except to the extent they would retroactively eliminate the six-unit entitlement during the Affordability Term, and except as otherwise prohibited by law. Without limitation, future laws apply if Owner agrees in writing; if required by state or federal law;

if they concern construction, fire, life safety, health, utility rates, generally applicable taxes, or nondiscriminatory fees; or if the applicable land use authority makes a legally sufficient finding of a compelling, countervailing public interest.

4.3 No Guarantee of Permit Approval. The legislative entitlement does not constitute approval of building plans or a representation that the preliminary plans comply with code. The building official and other authorities retain their lawful administrative review functions.

5. Parking and Access

5.1 Required Parking. Before issuance of a building permit, Owner shall demonstrate to the City's satisfaction that the Project has the number and configuration of off-street parking spaces required by the City-approved parking determination. If any required spaces are located on property not owned by Owner, Owner shall deliver and, if requested by the City, record a parking easement or agreement in a form approved by the City Attorney. The approved parking instrument shall be attached as Exhibit D by administrative amendment before recordation or permit issuance.

5.2 Continuing Availability. Required parking and lawful access shall remain continuously available while any Restricted Unit is occupied. Loss of required parking is a material default. Owner shall replace any lost space with an equivalent City-approved space within 30 days, or within another period approved by the City Administrator, and may be required to suspend occupancy of affected units until the deficiency is cured.

6. City Development Incentives

6.1 Land Use Incentive. The City grants the project-specific use and density entitlement stated in Section 2.

6.2 City Fee Waiver. Conditioned on Owner's full performance of this Agreement, the City will waive City-imposed development-application, plan-review, building-permit, and inspection fees directly attributable to construction of the Restricted Units. The waiver does not include impact fees; state surcharges; water, sewer, meter, connection, or consumption charges; fees imposed by another governmental entity or utility; third-party consultant costs; or fees attributable to nonresidential work. Before permit issuance, the City shall prepare a written accounting of the waived fees (the "Waived Fee Amount").

6.3 Impact Fees. This Agreement does not waive impact fees. The City shall determine, under the Impact Fees Act and the City's impact fee enactment, whether the prior construction generated a credit or whether the residential conversion creates an additional impact fee obligation. Owner shall pay all lawfully due impact fees unless the City separately provides a lawful exemption or alternate source of payment. Nothing in this Agreement represents that impact fees were previously paid for the Restricted Units.

6.4 No Property Tax Waiver. This Agreement does not waive, abate, rebate, or otherwise alter ad valorem property taxes or any assessment imposed by Wasatch County or another taxing entity.

7. Affordability and Rental Restrictions

7.1 Restricted Status. Throughout the Affordability Term, all six Restricted Units shall remain long-term workforce and moderate-income rental housing subject to this Section. Owner voluntarily imposes these restrictions in exchange for the City incentives and agrees that they are reasonable, enforceable, and intended to run with the Property.

7.2 Income-Based Maximum Gross Rent. The monthly Gross Rent for each Restricted Unit may not exceed the lowest of: (a) 30% of the tenant household's most recently verified Annual Household Income divided by 12; (b) the rent affordable to a household at 70% AMI, calculated as 30% of the applicable annual income limit divided by 12; or (c) any lower limit required by law or an applicable City housing program. Gross Rent shall be recalculated after each annual income certification. A decrease shall take effect no later than the first full rental month after verification. An increase may occur no more than once in 12 months and only after at least 60 days' written notice. The imputed household size for the AMI ceiling is one person for a studio and two persons for a one-bedroom unit unless the City approves a different written methodology.

7.3 Staged AMI Marketing. Each time a Restricted Unit becomes available, Owner shall market and offer the unit in the following consecutive stages: (a) first, for at least 30 consecutive days, to otherwise qualified households at or below 50% AMI; (b) if the unit is not filled during the first stage, for at least the next 30 consecutive days, to otherwise qualified households at or below 60% AMI; and (c) if the unit is not filled during the second stage, for at least the next 30 consecutive days, to otherwise qualified households at or below 70% AMI. After completion of all three stages, Owner may continue marketing to households at or below 70% AMI until the unit is filled. Owner may fill the unit before a stage ends if a qualified household within that stage accepts the unit. Owner shall retain dated advertisements, application logs, and disposition records sufficient to establish compliance.

7.4 Employment Priority. Within each AMI marketing stage, Owner shall first offer the unit to qualified Midway Workers and shall next offer the unit to qualified County Workers if no qualified Midway Worker timely accepts it. Owner may not select a lower-priority household while a higher-priority qualified household that timely applied is ready, willing, and able to lease the unit on the offered terms. The advertisements and application materials shall clearly disclose the priority and the documents required to verify it. Before implementation, the City Attorney shall approve the written tenant-selection procedure as compliant with applicable fair housing, civil rights, and reasonable-accommodation requirements; any legally required accommodation or modification shall be applied without otherwise changing the Midway-first and County-second order.

7.5 Initial and Annual Tenant Certification. Before initial occupancy, before each lease renewal, and no later than 30 days before each anniversary of the tenant's initial occupancy, the tenant household shall complete a City-approved compliance report and provide documents reasonably required to verify Annual Household Income, household size, employer identity, and the physical location of the employment used to establish Midway Worker or County Worker status. Acceptable evidence may include recent pay statements, tax returns, benefit statements, employer certifications, business records for self-employment, and other reliable documentation approved by the City. Each lease shall expressly require the tenant's timely cooperation with this annual certification.

7.6 Continuing Eligibility and Failure to Report. A tenant household shall continue to satisfy the 70% AMI ceiling and maintain Midway Worker or County Worker status at each annual certification. A household that no longer qualifies may complete its then-current lease term but is not eligible for renewal unless the City Administrator approves a written extension of up to six months for involuntary job loss, temporary hardship, or other good cause consistent with applicable law. Failure to submit a complete annual compliance report within 15 days after written notice of deficiency is a lease violation and grounds for nonrenewal, subject to applicable tenant-protection and fair-housing laws. No mid-term eviction may be based solely on an increase in income or a change in work location unless independently authorized by the lease and applicable law.

7.7 Utilities and Fees. Gross Rent includes all utilities. Owner may not separately charge for utilities or impose mandatory amenity, administrative, parking, common-area, or similar fees unless the City Administrator first approves the charge and an equivalent adjustment to Gross Rent. Nothing prohibits lawful refundable deposits, optional service charges, or charges for tenant-caused damage.

7.8 Fair and Nondiscriminatory Marketing. Except for the AMI limits and employment priority expressly stated in this Agreement, Owner shall market and administer the Restricted Units in a fair and nondiscriminatory manner, including reasonable outreach to employers and workers in Midway and

Wasatch County. Owner may not impose a local residency, familial, religious, or other preference and shall comply with all applicable fair housing, civil rights, and reasonable-accommodation requirements.

7.9 No Conversion or Separate Sale. During the Affordability Term, Owner may not convert a Restricted Unit to market-rate rent, condominium ownership, timeshare, transient lodging, or separate sale, and may not remove a Restricted Unit from the rental market for more than 120 consecutive days except for casualty, renovation, code compliance, or another reason approved in writing by the City Administrator.

8. Compliance Monitoring

8.1 Annual Owner Report. No later than 30 days after each anniversary of the Affordability Commencement Date, Owner shall provide the City a compliance report showing, for each Restricted Unit: unit type; occupancy dates; lease term; Gross Rent and its calculation; separately charged amounts; tenant household size; current verified Annual Household Income and percentage of AMI; verified Midway Worker or County Worker status and work location; date of the tenant's most recent certification; any approved hardship extension; and any vacancy or non-occupancy lasting more than 60 days. For each new tenancy, the report shall also identify the 50%, 60%, or 70% AMI marketing stage in which the unit was filled and summarize compliance with the employment priority. Owner shall use forms reasonably approved by the City.

8.2 Records and Inspection. Owner shall retain leases, rent ledgers, income certifications, utility and fee information, and supporting records for at least six years. Upon at least five business days' notice, the City may inspect and copy records reasonably necessary to verify compliance, subject to applicable privacy laws. The City may conduct an immediate inspection when reasonably necessary to address an imminent health or safety concern.

8.3 Confidentiality. The City shall treat tenant financial information as protected or private to the extent permitted by the Government Records Access and Management Act. Owner shall redact Social Security numbers, bank account numbers, and unnecessary medical or personal information before submission.

8.4 Certifications. Each tenant compliance report shall be signed by an adult household member under penalty of perjury. Each annual Owner report shall be signed under penalty of perjury by Owner or an authorized property manager and shall certify that Owner reviewed the supporting income and employment-location documents. A materially false certification or knowing acceptance of materially false documentation is a material default.

9. Municipal and Industrial Water

9.1 City Water Commitment. Subject to system capacity and all ordinary utility approvals, the City will lease to Owner, for the Affordability Term, the quantity of municipal and industrial water reasonably determined by the City Engineer to satisfy the incremental water-right requirement attributable solely to the Restricted Units (the "Leased Water"). The final quantity shall be stated in a written administrative certificate before issuance of the first certificate of occupancy and incorporated into this Agreement's City file.

9.2 Lease Rate and Charges. Owner shall pay the City's generally applicable annual M&I water lease rate, as amended from time to time, together with all generally applicable connection, meter, service, and consumption charges. The Leased Water remains the City's property and this Agreement conveys no ownership interest in a water right, water share, source, or utility capacity.

9.3 Conditions. The water commitment is conditioned on the continued affordable operation of all Restricted Units and compliance with water-conservation requirements. It may not be assigned separately from the Property, used for another purpose, or credited to other development.

9.4 End of Affordability Term. The Leased Water terminates automatically at the end of the Affordability Term unless the Parties execute a written extension. At least 180 days before expiration, Owner shall either: (a) convey or dedicate to the City water rights or shares, acceptable to the City in its reasonable utility capacity, sufficient to satisfy the then-applicable requirement for continued residential use of the Restricted Units; (b) execute a new City-approved water lease; or (c) discontinue residential occupancy when the existing leases lawfully terminate. Completion of option (a) or (b) is a condition to continued residential occupancy after the Affordability Term.

9.5 Early Termination. If this Agreement or the affordability restrictions terminate early because of Owner's default, the Leased Water terminates when the City records a notice of termination or on a later date stated in the notice, subject to the rights of existing tenants and applicable law. Owner remains responsible for obtaining replacement water or discontinuing the residential use.

10. Recapture of Conditional Incentives

10.1 Full Performance. If Owner performs throughout the entire Affordability Term, the Waived Fee Amount is fully earned and no repayment is due.

10.2 Early Default. If the affordability restrictions terminate early because of an uncured Owner default, Owner shall repay the unearned portion of the Waived Fee Amount, calculated by multiplying the Waived Fee Amount by a fraction whose numerator is the number of whole months remaining in the 360-month Affordability Term and whose denominator is 360. The amount bears interest at the statutory judgment rate from the date due and constitutes a contractual debt, not an impact fee or penalty.

10.3 No Double Recovery. Amounts actually recovered by the City under this Section shall be credited against duplicative damages for the same loss, but do not limit injunctive relief, specific performance, tenant remedies, or recovery for separate damages.

11. Operation, Maintenance, and Insurance

11.1 Maintenance. Owner shall maintain the Property and Restricted Units in a safe, sanitary, and code-compliant condition and shall maintain all required access, egress, common areas, patios, utilities, meters, and parking.

11.2 Insurance. Owner shall maintain commercially reasonable property and general liability insurance for the Project and shall provide evidence of coverage upon reasonable City request. To the extent commercially available on reasonable terms, the City shall be named as an additional insured for claims arising from Owner's construction or operation of the Project.

11.3 Indemnification. To the fullest extent permitted by law, Owner shall defend, indemnify, and hold harmless the City and its elected officials, officers, employees, agents, and consultants from third-party claims, damages, and costs arising from Owner's negligent or wrongful acts or omissions in constructing or operating the Project, except to the extent caused by the negligence or willful misconduct of an indemnified party.

12. Transfer, Assignment, and Mortgagees

12.1 Running with the Land. The use, affordability, water, parking, monitoring, recapture, and enforcement provisions are covenants, equitable servitudes, and contractual obligations intended to run with and burden the Property and to bind Owner and every successor in interest for the applicable term.

12.2 Transfer. Owner may transfer the Property only if the transferee takes title subject to this Agreement and executes a written assumption in a form approved by the City Attorney. A transfer does not release the transferring Owner from obligations that accrued before transfer. The City may withhold a written release until all then-existing defaults are cured.

12.3 Mortgagee Protection. A mortgagee is not obligated to construct or complete the Project solely because it holds a security interest. Any person acquiring title through foreclosure, trustee's sale, deed in lieu, or similar process takes title subject to this Agreement. A mortgagee that gives the City written notice and a service address is entitled to a copy of a default notice and may cure within the Owner's cure period or, if possession is reasonably necessary, within an additional period reasonably approved by the City while the mortgagee diligently seeks possession and cure.

13. Default and Remedies

13.1 Notice of Default. A Party claiming default shall give written notice describing the default, the Agreement provision involved, the requested cure, and why the default is material. Except for an emergency, fraud, unlawful occupancy, or an imminent health or safety threat, the defaulting Party has 30 days after receipt to cure. If the default cannot reasonably be cured within 30 days, the cure period is extended for the time reasonably necessary if cure begins within 30 days and is diligently pursued.

13.2 Meet and Confer. Before filing litigation, the Parties shall meet in good faith to attempt resolution. If unresolved, either Party may request nonbinding mediation in Wasatch County. Emergency injunctive relief, code enforcement, eviction-related tenant protection, and actions needed to preserve a limitations period are not delayed by this subsection.

13.3 City Remedies. After expiration of the applicable cure period, the City may use any cumulative remedy available at law or equity, including specific performance, injunction, declaratory relief, recapture under Section 10, termination of the Leased Water, withholding of further Project approvals to the extent lawful, civil or code enforcement, and recordation of a notice of default or termination. The City may not terminate an existing lawful tenancy without following applicable law.

13.4 Owner Remedies. Owner may seek specific performance, declaratory relief, or other remedies available at law or equity, subject to governmental immunity, notice-of-claim requirements, and other applicable law. Nothing in this Agreement waives the protections or limitations of the Utah Governmental Immunity Act.

13.5 Attorney Fees. In an action to enforce this Agreement after the procedures above, the substantially prevailing Party is entitled to reasonable attorney fees and costs, including fees and costs on appeal or in bankruptcy, to the extent permitted by law.

14. Term and Release

14.1 Agreement Term. This Agreement begins on the Effective Date and remains effective until the City records a notice of release after expiration of the Affordability Term and satisfaction of all surviving obligations, unless earlier terminated in accordance with this Agreement.

14.2 Expiration After Full Performance. After full performance of the Affordability Term, the rent and tenant-income restrictions expire. The six-unit residential use may continue only if Owner has satisfied Section 9.4 and remains compliant with applicable health, safety, building, fire, utility, parking, and operational laws. The City shall, upon request and payment of recording costs, record a notice confirming expiration of the affordability restrictions and identifying any obligations that survive.

14.3 Survival. Accrued payment obligations, indemnity obligations, enforcement rights arising from pre-termination conduct, record-retention duties, and provisions expressly intended to operate after the Affordability Term survive termination.

15. Notices

15.1 Method. Notices shall be in writing and delivered personally, by nationally recognized overnight courier, by certified United States mail return receipt requested, or by email with confirmation of receipt. Notice is effective on actual delivery or refusal of delivery.

To Owner	To the City
[RECORD OWNER NAME] Attn: Cooper Jenkins **[MAILING ADDRESS]** **[EMAIL]**	Midway City Attn: City Recorder 75 North 100 West, P.O. Box 277 Midway, Utah 84049 with a copy to the City Attorney

15.2 Change of Address. Either Party may change its notice address by notice complying with this Section.

16. Administration

16.1 City Administrator. The City Manager, Planning Director, or another person designated in writing by the Mayor is the administrator of this Agreement (the "City Administrator"). The City Administrator may make administrative determinations expressly delegated by this Agreement but may not approve a material change to the legislative bargain.

16.2 Administrative Amendments. The City Administrator may approve a written administrative amendment for: (a) a de minimis floor-plan adjustment allowed by Section 2.2; (b) completion or correction of a legal description, parcel number, notice address, water quantity certificate, or parking instrument that does not expand the entitlement; (c) a deadline extension expressly authorized by this Agreement; or (d) correction of a clerical error. An administrative amendment shall be signed by Owner and the City Administrator, approved as to form by the City Attorney, and recorded if it affects the recorded terms or exhibits.

16.3 No Oral Modification. No oral statement, staff direction, permit review comment, or course of dealing amends this Agreement or waives a requirement.

17. Amendment

Except for an administrative amendment authorized by Section 16.2, this Agreement may be amended only by a written instrument executed by Owner and the City after the City completes all legislative procedures required by Utah law for the proposed change. An amendment that changes the authorized use, number of units, affordability term, income-based rent formula, AMI marketing stages, employment priority, City incentives, or other material term requires City Council approval.

18. Estoppel Certificate

Within 20 business days after a written request by Owner or a mortgagee, the City will provide a written statement, based on the City's records and actual knowledge, stating whether this Agreement is in effect, identifying recorded amendments, and identifying any uncured default of which the City has given notice. The City may charge its reasonable cost of preparation.

19. Recordation

After all required Parties have signed and Exhibits A and D have been completed to the City Attorney's satisfaction, the City Recorder shall record this Agreement in the office of the Wasatch County Recorder. Owner shall pay the recording cost. The City may record a memorandum instead if the memorandum contains or incorporates all restrictions necessary to provide record notice and is signed by the Parties.

20. General Provisions

20.1 Entire Agreement. This Agreement and its exhibits constitute the entire agreement concerning the Project-specific legislative approval and incentives. They supersede prior proposals, presentations, emails, and discussions on those subjects. The City Code continues to govern except where this Agreement expressly provides otherwise.

20.2 No Third-Party Beneficiaries. This Agreement does not create a partnership, joint venture, agency, or third-party beneficiary. Tenants retain any rights independently provided by lease or law, but are not third-party beneficiaries of the City's contractual remedies.

20.3 No Waiver. Failure to enforce a provision in one instance is not a waiver in another. A waiver must be written and signed by the waiving Party.

20.4 Severability. If a court holds a provision invalid or unenforceable, the remainder remains effective. The Parties shall cooperate to replace the affected provision with a lawful provision that most closely preserves the original public and private benefits.

20.5 Force Majeure. A Party is excused from timely performance, other than payment of money and the rent restrictions, to the extent performance is prevented by an event beyond the Party's reasonable control. The affected Party shall give prompt notice and diligently resume performance. Economic conditions, financing difficulty, or increased costs alone are not force majeure.

20.6 Governing Law and Venue. Utah law governs. Exclusive venue for an action concerning this Agreement lies in the Fourth Judicial District Court in and for Wasatch County, Utah, unless federal jurisdiction is mandatory.

20.7 Authority. Each person signing represents that the person has authority to bind the identified Party. Owner represents that it is the record owner of the Property or will cause every record owner to execute this Agreement before recordation.

20.8 Counterparts and Electronic Signatures. The Parties may sign counterparts, each of which is an original and all of which form one instrument. Electronic signatures are effective, but recordable acknowledgment pages shall satisfy Utah recording requirements.

20.9 Mutual Drafting. The Parties have had the opportunity to review this Agreement with counsel. No presumption shall arise against a Party based on authorship.

20.10 Further Assurances. Each Party shall execute additional documents and take reasonable actions necessary to carry out this Agreement, provided those actions do not materially alter the legislative bargain without the required approval.

20.11 Time of the Essence. Time is of the essence for all deadlines expressly stated in this Agreement.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

OWNER / DEVELOPER
[FULL LEGAL NAME OF RECORD OWNER]
By: ______________________________________
Name: Cooper Jenkins
Title: **[TITLE]**
Date: ____________________________________

MIDWAY CITY
By: ______________________________________
Mayor
Date: ____________________________________

ATTEST:

____
City Recorder

APPROVED AS TO FORM:

____
Corbin Gordon, City Attorney

OWNER ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASATCH

The foregoing instrument was acknowledged before me on __________________, 2026, by **[AUTHORIZED SIGNER]**, as **[TITLE]** of **[RECORD OWNER]**, on behalf of the entity.

____
Notary Public
My commission expires: __________________

CITY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASATCH

The foregoing instrument was acknowledged before me on __________________, 2026, by the Mayor of Midway City, a Utah municipal corporation, on behalf of the City.

____
Notary Public
My commission expires: __________________

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

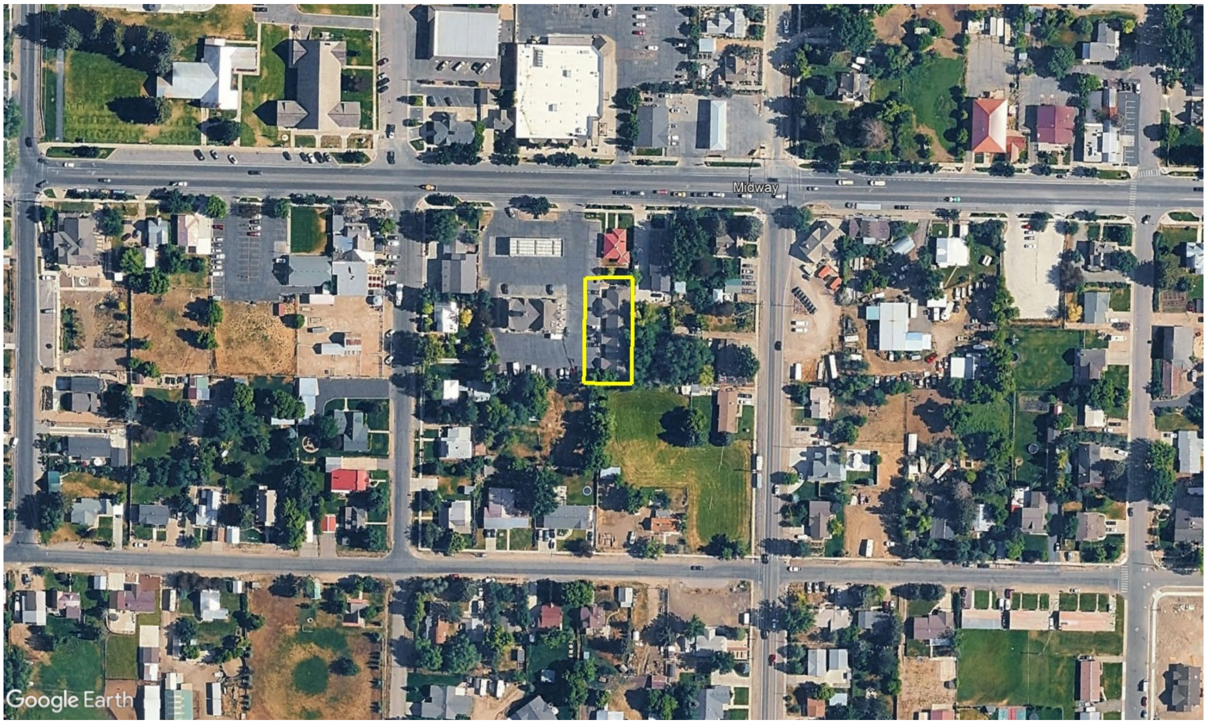
[TO BE INSERTED FROM CURRENT VESTING DEED; INCLUDE TAX PARCEL NUMBER]

EXHIBIT B
CONCEPTUAL PROPERTY MAPS AND PROJECT PLANS

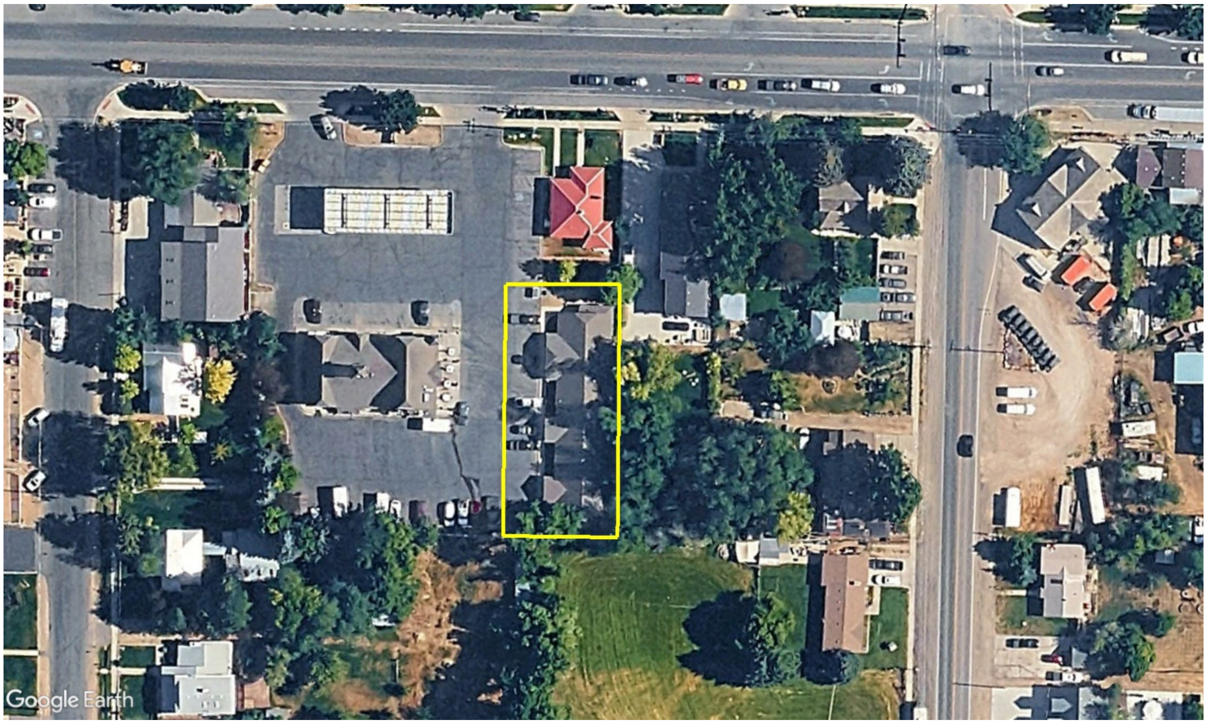
These materials identify the Property and depict the preliminary unit layout. They are conceptual and do not replace approved construction documents. Erroneous third-party title-block addresses, if any, are not part of the approval. Final construction is subject to all applicable building, fire, accessibility, egress, utility, and life-safety requirements and the controlling provisions of this Agreement.

B-1 - Vicinity Map

B-2 - Neighborhood Map

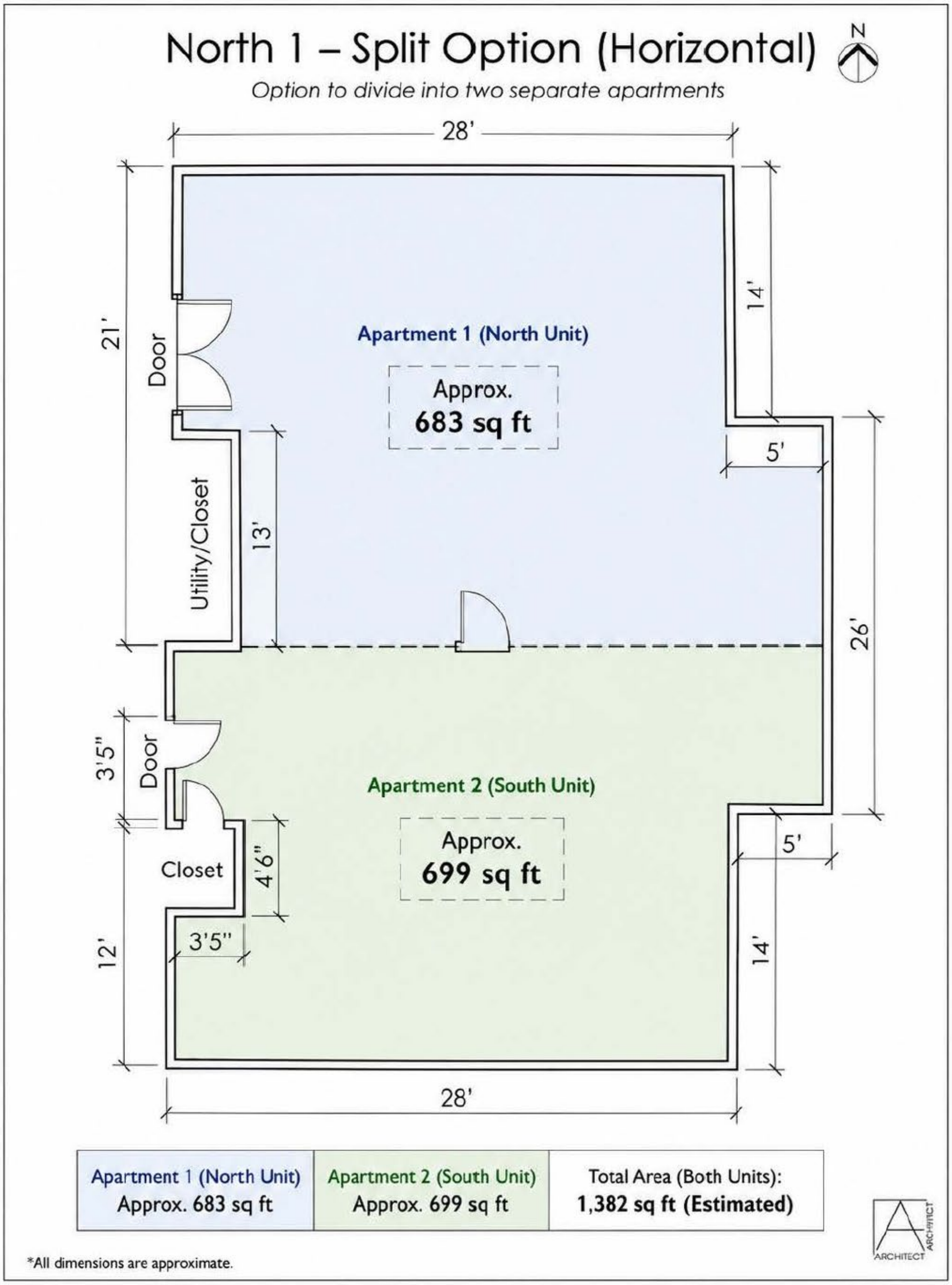


B-3 - Property and Adjacent Area



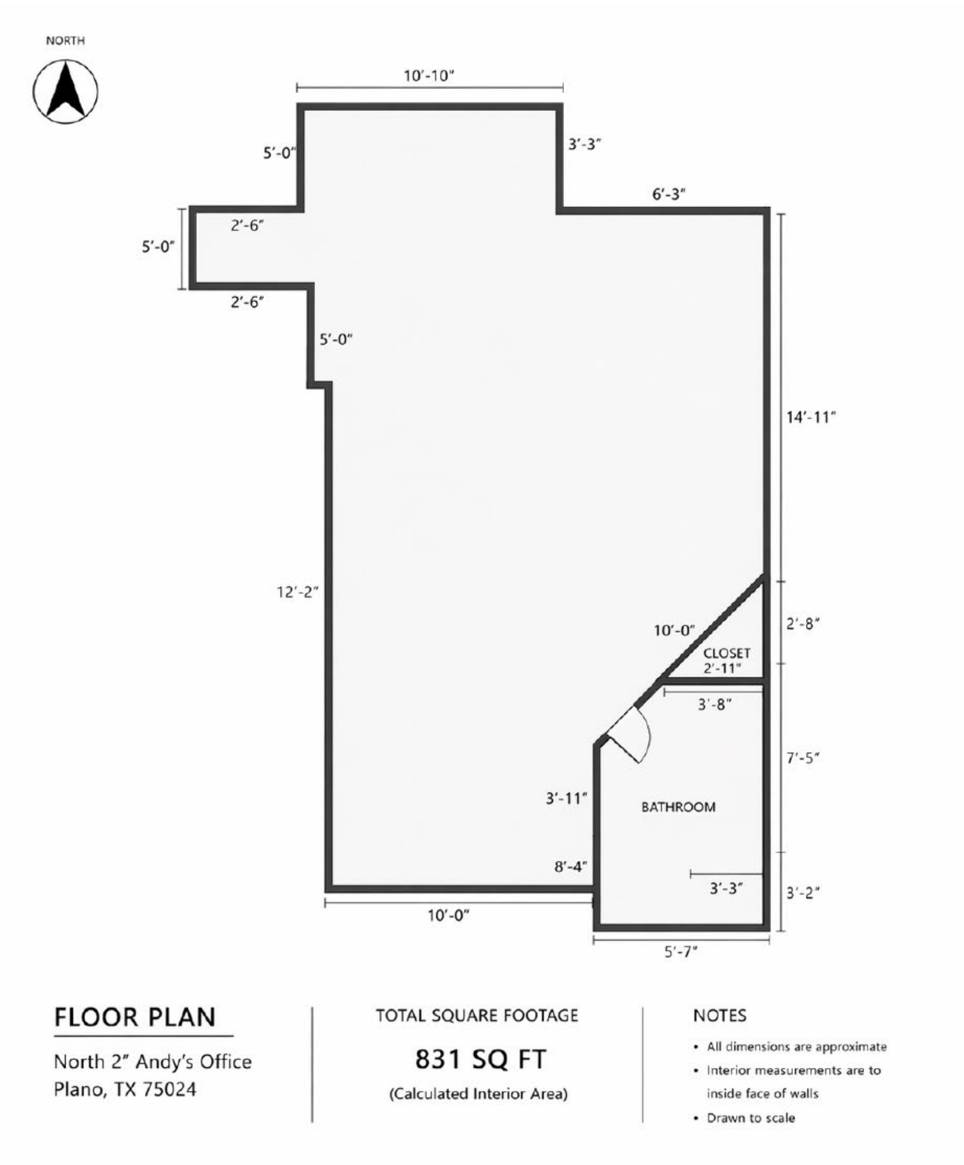
B-4 - Existing Building and Parking Area

B-5 - North 1 Split Option



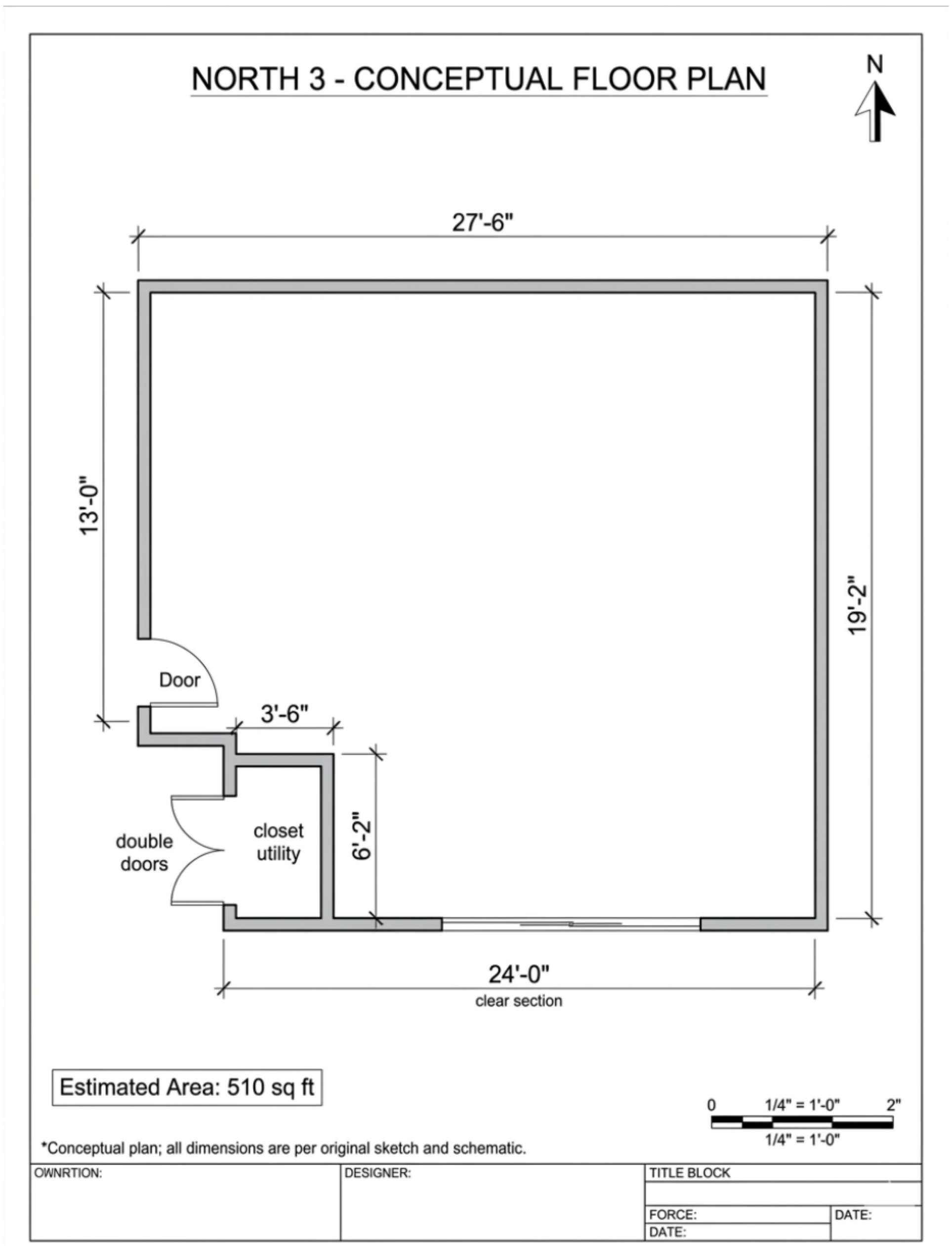
B-6 - North 2 Conceptual Floor Plan

North 2 Floor Plan



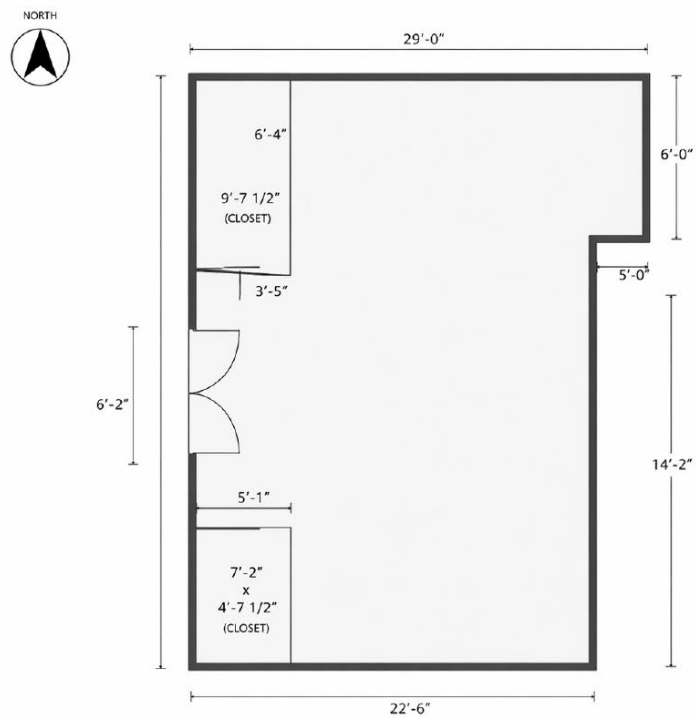
B-7 - North 3 Conceptual Floor Plan

North 3 Floor Plan



B-8 - North 4 Conceptual Floor Plan

North 4 Floor Plan



FLOOR PLAN

11074 4th Street
Plano, TX 75024

TOTAL SQUARE FOOTAGE

857 SQ FT

(Calculated Interior Area)

NOTES

- All dimensions are approximate
- Interior measurements are to inside face of walls
- Drawn to scale

B-9 - North 5 Conceptual Floor Plan

North 5 Floor Plan

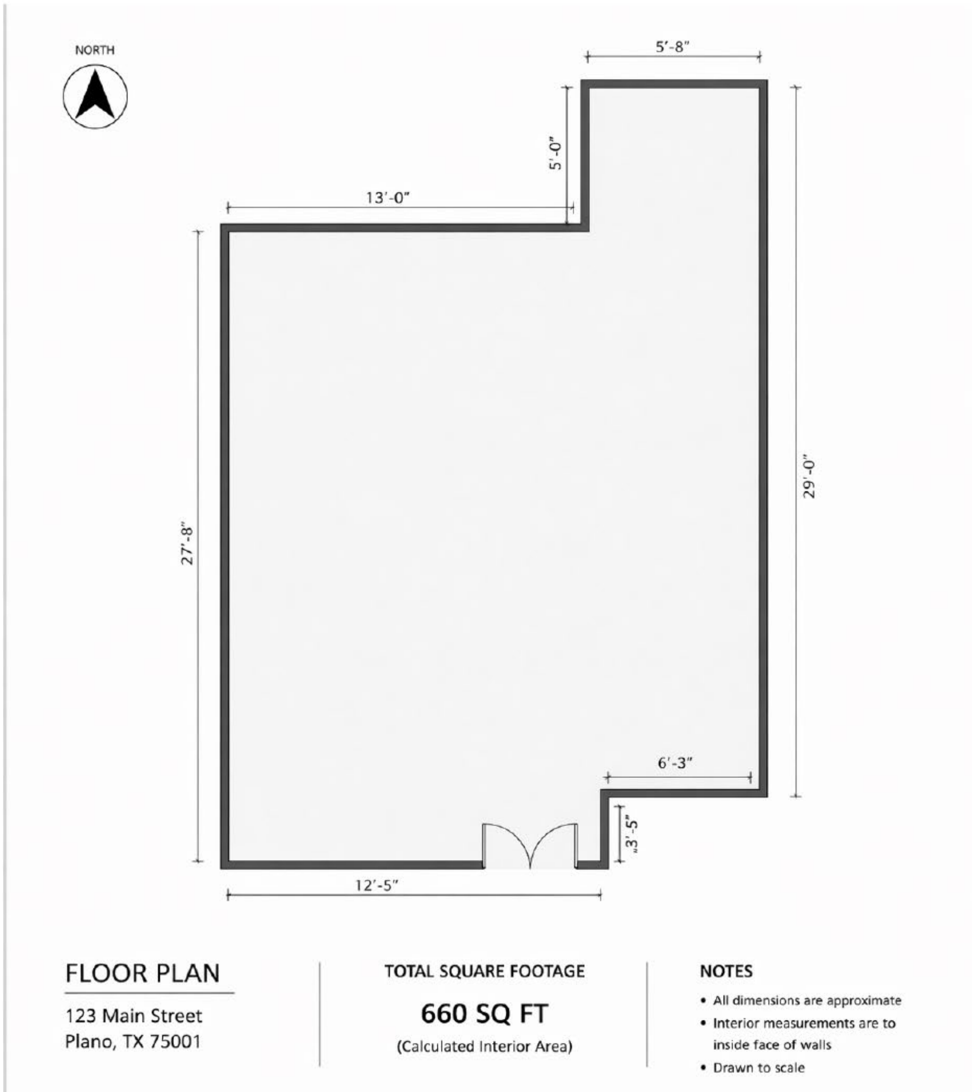


EXHIBIT C
INCOME-BASED RENT AND STAGED AMI MARKETING SCHEDULE

The listed unit designations and types are preliminary and may be conformed to the approved building plans under Section 2.2. For every unit, monthly Gross Rent includes all utilities and may not exceed 30% of the tenant household's verified Annual Household Income divided by 12, subject to the additional ceiling and requirements in Section 7.2.

Unit	Approx. Area	Type	Monthly Gross Rent
North 1A	683 sq. ft.	Studio	30% of verified annual household income / 12
North 1B	699 sq. ft.	Studio	30% of verified annual household income / 12
North 2	831 sq. ft.	Studio or 1-bedroom*	30% of verified annual household income / 12
North 3	510 sq. ft.	Studio	30% of verified annual household income / 12
North 4	857 sq. ft.	Studio or 1-bedroom*	30% of verified annual household income / 12
North 5	660 sq. ft.	Studio	30% of verified annual household income / 12

** Final unit-type designation must produce five studios and one one-bedroom unit unless administratively approved under Section 2.2.*

Staged AMI Marketing Schedule

The stages below apply in order each time a Restricted Unit becomes available. Within every stage, qualified Midway Workers receive first priority and qualified County Workers receive second priority, as provided in Section 7.4.

Stage	Maximum Household Income	Minimum Advertising Period	Employment Priority
1	50% AMI	30 consecutive days	Midway first; then Wasatch County
2	60% AMI	Next 30 consecutive days	Midway first; then Wasatch County
3	70% AMI	Next 30 consecutive days	Midway first; then Wasatch County

EXHIBIT D
CITY-APPROVED PARKING INSTRUMENT

[TO BE ATTACHED BEFORE RECORDATION OR BUILDING PERMIT ISSUANCE]

The parking instrument must identify the required number and location of parking spaces, establish continuous rights for the Project for at least the Affordability Term (and for any later residential use), bind successors as appropriate, and be approved as to form by the City Attorney.