

NOTICE TO TITLE COMPANY:
SECTION 3 HEREIN REQUIRES
EACH DEED OF CONVEYANCE
INCLUDE THE DEED RESTRICTION
SET FORTH IN SECTION 3.1

**DEVELOPMENT AGREEMENT
ALTERNATIVE DWELLING OVERLAY DISTRICT
*Pursuant to Grand County Code Section 4.9***

This DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into as of this ____ day of _____ 2023 (the “**Effective Date**”) by and between Kampgrounds of America, Inc. with a legal address of _____, (“**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 2.40 acres of real property known as Parcel No. 02-0021-0048 located in Grand County, Utah;
- B. WHEREAS, Owner/Developer desires to apply the Alternative Dwelling Overlay to Parcel 02-0021-0048 more particularly described as follows:

Lot 49, Section 21, Township 26 South, Range 22 East, SLM.

(Parcel No. 02-0021-0048)

(the “Property”);

- C. WHEREAS, Owner/Developer has requested Grand County to apply the Alternative Dwelling Overlay (the “ADO District Application”) to the Property pursuant to Section 4.9 of the Grand County Land Use Code (the “Code”)
- D. WHEREAS, the Grand County Commission has, in the exercise of its legislative discretion and following all required public hearings, approved the ADO 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 4.9, 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 ADO 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 4.9 of the Code.
2. **COVENANT TO COMPLY.** Upon approval of the ADO district, up to twenty-one (21) ADO Sites may be developed on the property as designed on the approved Master Plan recorded against the Property in the real property records of Grand County, Utah.

In consideration of the application of the ADO District to the Property, and specifically the Development Standards set forth in Code Section 4.9, Owner/Developer hereby covenants and agrees to strictly comply with the provisions, duties, and obligations of Section 4.9 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. **DEED RESTRICTION**

- 3.1 Owner/Developer shall include the following deed restriction in each and every deed of original conveyance of an ADO Lot or Unit, and each deed of conveyance thereafter shall include the same:

- A. Overnight accommodations are strictly prohibited in ADO districts. The County reserves its full civil and criminal remedies when enforcing violations of this section pursuant to Section 4.9.8.

- B. Alternative dwelling developments shall be rented for terms of at least 60 consecutive days by tenants or their employer.

4. Each ADO Development, Site, or Unit is required to have and maintain those minimum standards of physical condition set forth in LUC Section 4.9 of the Code.
5. In the event any element of this Development Agreement or Deed Restriction conflicts with the LUC, this Agreement and LUC Section 4.9 shall govern, pursuant to Utah Code Section 17-27a-528.
6. Grand County reserves 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 upon a violation or breach of this Agreement or LUC Section 4.9 by a record owner of any ADO Development, Site, or Unit in Grand County.

7. **DEFAULT.**

- 7.1 Violation or breach of any provision of this Agreement or Section 4.9 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.
- 7.2 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.

8. MISCELLANEOUS.

- 8.1 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.
- 8.2 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.
- 8.3 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.

- 8.4 This Agreement shall be governed by and construed under Utah law.
- 8.5 Except as otherwise provided herein, the provisions and covenants contained herein shall insure to and be binding upon the heirs, successors, and assigns of the parties.
- 8.6 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.
- 8.7 Except for legislative changes of Section 4.9 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.
- 8.8 This Agreement shall be recorded by the Owner/Developer prior to the issuance of a land development or building permit within an approved site plan.

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 _____, 2023, 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

Representative:

Name: Brian Cirelli
Title: KOA Real Estate Development Project
Manager

STATE OF UTAH)
) ss
COUNTY OF GRAND)

On, _____ 2023 Brian Cirelli, KOA Real Estate Development Project Manager,
personally appeared before me and acknowledged the foregoing Development Agreement.

NOTARY PUBLIC