

RESOLUTION NO. R-24-2025

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,  
APPROVING THE SADDLE JUNCTION DEVELOPMENT AGREEMENT**

*PREAMBLE*

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Saddle Junction Development Agreement, as set forth more specifically in Exhibit A; and

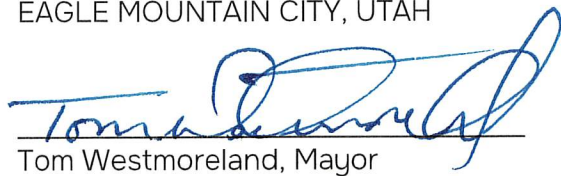
WHEREAS, the City Council finds that all required notices and hearings have been completed as required by law to consider and approve the Saddle Junction Development Agreement, as set forth in Exhibit A.

NOW, THEREFORE, be it resolved by the City Council of Eagle Mountain City, Utah:


1. The Saddle Junction Development Agreement, attached hereto as Exhibit A, is hereby approved.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 18<sup>th</sup> day of March, 2025.

EAGLE MOUNTAIN CITY, UTAH

  
Tom Westmoreland, Mayor

ATTEST:

  
Gina L. Olsen, CMC  
City Recorder



## CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 18<sup>th</sup> day of March, 2025.

Those voting yes:

☒ Donna Burnham

☒ Melissa Clark

☒ Jared Gray

☒ Rich Wood

☒ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright



  
Gina L. Olsen, CMC  
City Recorder

# *Exhibit A*



ENT 20543#2025 PG 1 of 11  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2025 Mar 24 01:08 PM FEE 40.00 BY CS  
RECORDED FOR ALLGOOD ATKIN ACQUISITION

**WHEN RECORDED, MAIL TO:**

Allgood Atkin Acquisition LLC  
3072 East 750 North  
St. George, Utah 84790  
Attention: Conner Atkin

**DEVELOPMENT AND COST-SHARING AGREEMENT**  
*Saddle Junction Plat 1A*

This Development and Cost Sharing Agreement (the "Agreement") is entered into this 24<sup>th</sup> day of March, 2025 by and among Allgood Atkin Acquisition LLC, a Utah limited liability company ("Allgood Atkin"), CKQ Eagle Mountain 1, L.L.C., a Utah limited liability company ("CKQ," and collectively with Allgood Atkin, "Developer"), and Eagle Mountain City, a Utah municipal corporation (the "City").

**RECITALS**

WHEREAS, Developer desires to subdivide and develop certain real property located in Eagle Mountain City into a commercial subdivision to be known as Saddle Junction Plat 1A (the "Proposed Subdivision") in accordance with the subdivision plat attached hereto as Exhibit A and incorporated herein by this reference (as amended from time to time, the "Plat");

WHEREAS, Maverik, Inc. is the current owner of Lot 1 of the Proposed Subdivision, Allgood Atkin is the current owner of Lots 2, 3, 5 and 6 of the Proposed Subdivision, and CKQ is the current owner of Lot 4 of the Proposed Subdivision;

WHEREAS, Lots 1 and 4 of the Proposed Subdivision have been previously improved and developed by their respective owners;

WHEREAS, Granite Credit Union, a Utah non-profit corporation ("Granite"), intends to acquire Lot 2 of the Proposed Subdivision from Allgood Atkin following final approval of the Plat and Proposed Subdivision by the City;

WHEREAS, as a condition to the City's approval of the Proposed Subdivision, Allgood Atkin has agreed to complete the Required Infrastructure (defined hereafter) and dedicate the roadway depicted on the Plat (the "Subject Road") to the City (the "Dedication");

WHEREAS, the Subject Road provides each of the lots in the Proposed Subdivision with ingress and egress access to and from Stonebridge Lane and Ranches Parkway;

WHEREAS, the portion of the Subject Road running east and west between Lots 1 and 4 of the Proposed Subdivision, and the portion of the Subject Road running north and south between Lots 4, 5 and 6 of the Proposed Subdivision have been partially improved by the respective owners of the adjacent parcels (the "Existing Roadway");

WHEREAS, in connection with the Proposed Subdivision and Dedication, Allgood Atkin has agreed to (i) construct the extension of the Subject Road running between Lots 2 and 5 and terminating on Lot 3 of the Proposed Subdivision (the "Roadway Extension"), (ii) construct the additional improvements to the Existing Roadway required by the City as a condition to its acceptance of the Dedication, and (iii) construct the water (irrigable and potable), sewer, stormwater drainage, and other utility infrastructure that is required to service each of the lots within the Proposed Subdivision (collectively, the "Required Infrastructure");

WHEREAS, Allgood Atkin and CKQ, on behalf of themselves and their successors and assigns, have agreed to contribute proportionately to the costs to complete the Roadway Extension as described herein; and

WHEREAS the City, acting pursuant to its authority under state law and subject to Developer's compliance with the City's subdivision ordinances (the "Ordinances"), agrees to approve the Proposed Subdivision and accept the Dedication in accordance with the Plat and the terms of this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions and considerations as more fully set forth herein, the undersigned hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference.
2. Construction of Required Infrastructure. Upon final approval of the Proposed Subdivision by the City and recording of the Plat with the written acknowledgment of acceptance by the City of the Dedication, Allgood Atkin shall construct the Required Infrastructure in accordance with the Eagle Mountain Municipal Code (the "City Code") within six (6) months of the recording of the Plat; provided that such construction period may be extended on a day-for-day basis by any delays resulting from a Force Majeure Event (defined in Section 8). Except as otherwise set forth in Section 4 below, all costs to construct the Required Infrastructure, including without limitation all connection and impact fees, shall be borne exclusively by Allgood Atkin. Additionally, Allgood Atkin shall satisfy any and all bonding and/or warranty requirements of the City in connection with the construction of the Required Infrastructure and shall perform all work in compliance with all applicable laws and Ordinances. When Allgood Atkin notifies the City that it believes the Required Infrastructure is complete, the City shall make a final inspection of the Required Infrastructure and prepare a list of any outstanding items that are unacceptable or that need to be corrected to conform with the City Code. Upon City's notification of acceptance of the improvements within the Subject Roadway ("Notice of Acceptance"), all improvements within the Subject Roadway, including without limitation the Required Infrastructure, shall thereupon become the property of the City, and Allgood Atkin shall promptly execute and deliver to the City any documents reasonably required by the City establishing City's ownership of the improvements within the Subject Roadway, including without limitation the Required Infrastructure. Notwithstanding the foregoing, any Notice of Acceptance by the City will not relieve Allgood Atkin from any warranty or guarantee requirements that are imposed by the City in accordance with the City's authority under the Ordinances. Subject to the occurrence of any Force Majeure Event, if Allgood Atkin fails to construct the Required Infrastructure within the timeframe set forth

above, Allgood Atkin shall be in default under this Agreement and the City shall have the right, upon fifteen (15) days' prior written notice to Allgood Atkin, to enter onto the Proposed Subdivision and proceed to construct any incomplete portion of the Required Infrastructure. If the City exercises such right as set forth above and completes the Required Infrastructure, the Contributing Owners shall not be responsible for any reimbursement obligation set forth in this Agreement related to the portion of the Required Infrastructure completed by the City. In addition, notwithstanding the right granted to the City hereunder, and regardless of whether a Force Majeure Event has occurred, if Allgood Atkin has not completed the construction of the Required Infrastructure within six (6) months of the recording of the Plat, Granite, in its sole and absolute discretion, may elect to enter onto the Proposed Subdivision and proceed to construct any incomplete portion of the Required Infrastructure in accordance with City Code, in which case Allgood Atkin shall reimburse Granite for the cost thereof in an amount not to exceed One Hundred and Six Thousand Dollars (\$106,000.00).

3. Maintenance, Repair and Replacement of the Subject Road. Except as set forth above with respect to the initial construction of the Required Infrastructure, and subject to any warranty or guarantee provided by Allgood Atkin, the City hereby agrees that following delivery of the Notice of Acceptance to Allgood Atkin, it shall be solely responsible for the upkeep, maintenance, repair and replacement of the Subject Road and all infrastructure improvements now existing or hereafter constructed or installed therein from and after the date of the Dedication, including without limitation the Required Infrastructure, and none of the owners of any of the lots within the Proposed Subdivision shall have any responsibility for such upkeep, maintenance and repair or replacement from and after such date.

4. Roadway Extension; Cost Sharing. In connection with the completion of the Roadway Extension and in consideration of the benefit that will be derived by the owners of Lots 2, 3, and 5 of the Proposed Subdivision (the "Contributing Owners"), the Contributing Owners shall reimburse Allgood Atkin for their proportionate share of the costs of all improvements required to complete the Roadway Extension (other than utility extensions) in accordance with the following percentages:

<u>Lot</u>	<u>Percentage Responsibility</u>
Lot 2	31.51%
Lot 3	41.40%
Lot 5	27.09%

With respect to the costs of any utility extensions required in connection with the Roadway Extension, each of the Contributing Owners shall reimburse Allgood Atkin (a) for its proportionate share of the cost to install the main utility lines in the Roadway Extension in accordance with the schedule set forth above, and (b) for the full cost of extending such utilities from the main utility lines to its lot. Additionally, for the avoidance of doubt, each of the Contributing Owners shall be solely responsible for any connection or impact fees assessed in connection with such Contributing Owner's specific use and/or improvements to its lot.

5. Payment. Upon completion of construction of the Required Infrastructure in accordance with the City Code and receipt of the Notice of Acceptance from the City, Allgood Atkin may invoice the Contributing Owners for their proportionate share of the costs of the



Roadway Extension and utility extensions as set forth above. Any invoice shall be accompanied by appropriate documentation supporting the invoiced reimbursement amount and a copy of the City's acceptance of the Required Infrastructure. Each of the Contributing Owners shall pay such invoiced amount within ten (10) business days of receipt of the applicable invoice. In the event a Contributing Owner fails to make any required payment on or before such due date, such unpaid amount shall accrue interest at a rate of eighteen percent (18%) per annum until paid in full.

6. Easements and Rights-of-Way. Each of the Contributing Owners agrees to grant such cross easements or rights-of-way to the other Contributing Owners or applicable third party utility providers in a timely manner in order to facilitate development of Lots 2, 3 and 5 of the Proposed Subdivision; provided that the scope, location and terms of such easements and rights-of-way shall be subject to the reasonable approval of the Contributing Owner whose property is burdened by such easement or right-of-way.

7. Failure of City to Approve. In the event the City fails to approve the Proposed Subdivision and/or Plat or accept the Dedication, this Agreement shall be deemed cancelled and each of the parties hereto and their successors or assigns shall be released from their obligations hereunder.

8. Force Majeure Events. Any violation or noncompliance of this Agreement (other than with respect to payment obligations) shall be excused where such violation or noncompliance is the result of Acts of God, war, civil disturbance, work stoppage, or acts of local, state or federal government (each, a "Force Majeure Event").

9. Transferability. The parties to this Agreement hereby acknowledge and agree that the rights conferred by this Agreement are intended to, and do, constitute covenants that run with Lots 2, 3 and 5 of the Proposed Subdivision and shall inure to the benefit of and be binding upon the owners of such lots and their respective grantees, heirs, successors, and assigns. Notwithstanding the foregoing, in no event shall any Contributing Owner, except Allgood Atkin, be responsible for the completion of the Required Infrastructure in accordance with the City Code under this Agreement.

10. No Joint Venture, Partnership or Third Party Rights. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between any of the undersigned. Except for Granite and any other successor or assign that is a Contributing Owner under this Agreement who are expressly intended to be third party beneficiaries, no term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

11. Indemnification by Developer. To the full extent permitted by law, Allgood Atkin shall indemnify, defend, and hold harmless the City and Granite, and each of their employees, members, partners, officers, directors, agents, consultants, attorneys, successors, and assigns, from and against any and all liabilities, losses, claims, costs, damages, and expenses (including, without limitation, attorneys' fees, costs, and expenses, but specifically excluding any consequential, special, or punitive damages) arising from, relating to, or in connection with Allgood Atkin's: (a)

negligence, fraud, or willful misconduct in the completion of the Required Infrastructure; or (b) event of default under this Agreement.

12. Integration. This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by all of the undersigned.

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

14. Legal Fees. Should any party default in any of the covenants or agreements herein contained, that defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including a reasonable attorney's fee incurred on appeal and in bankruptcy proceedings.

15. Recording. Upon recording of the final approved Plat, this Agreement may be recorded by Allgood Atkin against Lots 2, 3 and 5 of the Proposed Subdivision in the official records of the Utah County Recorder, State of Utah. Following delivery of the Notice of Acceptance by the City, the City upon request shall record a duplicate original of such Notice of Acceptance in the public records. In addition, upon a Contributing Owner's satisfaction of its payment obligation hereunder, such Contributing Owner and Allgood Atkin upon request shall record a notice of satisfaction in the public records. All recording costs shall be borne by the requesting party.

16. Survival. It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

17. Headings. The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

18. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fourth Judicial District Court for Utah County, State of Utah.

19. Notices. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the address for the intended Owner as indicated on the property rolls of the Utah County Recorder, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is



deemed to have occurred the business day following deposit with the courier; or (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service. Notwithstanding the foregoing, any party may change its address for purposes of this Section by giving written notice to the other parties as provided in this Section. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section.

20. Counterparts. This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.


21. Authority of Parties. The undersigned hereby warrant and represent that they are duly authorized execute this Agreement in the capacity stated.

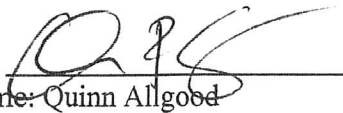
22. Entire Agreement. This Agreement constitutes the entire agreement among the parties and supersedes any prior understandings or agreements, written or oral, that relate to the subject matter of this Agreement. This Agreement may not be amended except by a writing signed by the City, Allgood Atkin, and each Contributing Owner within the Proposed Subdivision. Nothing herein is intended to violate the requirements of Utah Code Ann. § 10-9a-532 related to development agreements, and the provisions of this Agreement shall be construed accordingly.

(Signature page follows)

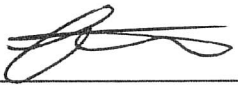
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

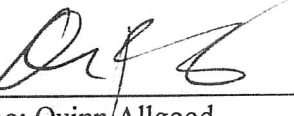
Allgood Atkin Acquisition LLC,  
a Utah limited liability company

By:   
Name: Conner Atkin  
Title: Manager

By:   
Name: Quinn Allgood  
Title: Manager

CKQ Eagle Mountain 1, L.L.C.,  
a Utah limited liability company

By:   
Name: Conner Atkin  
Title: Manager

By:   
Name: Quinn Allgood  
Title: Manager

Eagle Mountain City,  
a Utah municipal corporation

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

Attest:

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

Approved as to form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Attorney/Assistant City Attorney

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Allgood Atkin Acquisition LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Name: Conner Atkin  
Title: Manager

By: \_\_\_\_\_  
Name: Quinn Allgood  
Title: Manager

CKQ Eagle Mountain 1, L.L.C.,  
a Utah limited liability company

By: \_\_\_\_\_  
Name: Conner Atkin  
Title: Manager

By: \_\_\_\_\_  
Name: Quinn Allgood  
Title: Manager

Eagle Mountain City,  
a Utah municipal corporation

By: [Signature]  
Name: Tom Westmoreland  
Title: Mayor

Attest:

By: [Signature]  
Name: Gina L. Olsen  
Title: City Recorder

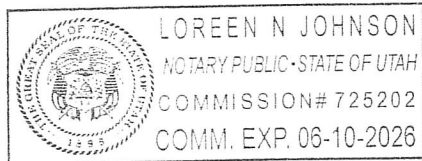


Approved as to form:

By: [Signature]  
Name: Marcus Draper  
Title: City Attorney/Assistant City Attorney

STATE OF UTAH )  
COUNTY OF Utah ) : ss.

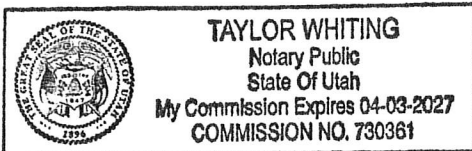
The foregoing instrument was acknowledged before me this 19 day of March, 2025,  
by Tom Westmoreland the Mayor of Eagle Mountain City, a Utah municipal  
corporation.



Loreen N. Johnson  
Notary Public

STATE OF UTAH )  
: ss.  
COUNTY OF Washington )

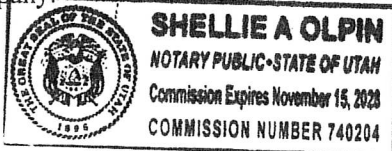
The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of March, 2025, by Quinn Allgood, the Manager of Allgood Atkin Acquisition LLC, a Utah limited liability company.



Taylor Whiting  
Notary Public

STATE OF UTAH )  
: ss.  
COUNTY OF Utah )

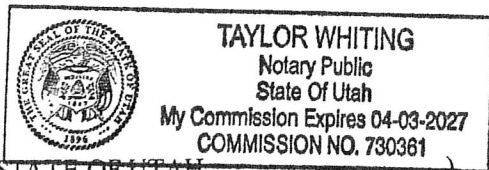
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of March, 2025, by Conner Atkin, the Manager of Allgood Atkin Acquisition LLC, a Utah limited liability company.



Shellie A Olpin  
Notary Public

STATE OF UTAH )  
: ss.  
COUNTY OF Washington )

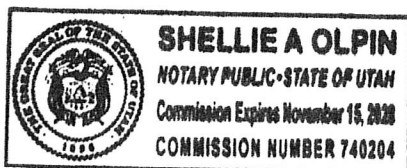
The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of March, 2025, by Quinn Allgood the Manager of CKQ Eagle Mountain 1, L.L.C., a Utah limited liability company.



Taylor Whiting  
Notary Public

STATE OF UTAH )  
: ss.  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of March, 2025, by Conner Atkin, the Manager of CKQ Eagle Mountain 1, L.L.C., a Utah limited liability company.



Shellie A Olpin  
Notary Public

EXHIBIT A  
PLAT



EXHIBIT B  
LEGAL DESCRIPTIONS

Parcel No. \_\_\_\_\_

[Lot 2, Saddle Junction Plat 1A, according to the Official Plat thereof, as recorded in the Utah  
County Recorder's Office, State of Utah]

Parcel No. \_\_\_\_\_

[Lot 3, Saddle Junction Plat 1A, according to the Official Plat thereof, as recorded in the Utah  
County Recorder's Office, State of Utah]

Parcel No. \_\_\_\_\_

[Lot 5, Saddle Junction Plat 1A, according to the Official Plat thereof, as recorded in the Utah  
County Recorder's Office, State of Utah]