

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (herein the "Agreement") is entered into this 13 day of June, 2017, by and between Samuel Wright, an individual, (herein "Developer") for the land to be included in or affected by the project located at approximately 7079-7091 West Gates Avenue in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City").

**RECITALS**

**WHEREAS**, Developer owns approximately 0.88 acres of real property located at 7079-7091 West Gates Avenue in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a commercial development (the "Project"); and

**WHEREAS**, Developer has voluntarily represented to the West Valley City Council that it will enter into this binding Agreement; and

**WHEREAS**, Developer is willing to restrict the property in a manner that is in harmony with the objectives of the City's master plan and long-range development objectives, and which addresses the more specific development issues set forth in this Agreement, and is willing to abide by the terms of this Agreement; and

**WHEREAS**, the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, U.C.A. §10-9a-101, *et seq.*, and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Affected Property.** The legal description of the Property contained within the Project boundaries is attached as Exhibit "A." No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

2. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation,

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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
WEST VALLEY CITY  
3600 CONSTITUTION BLVD  
MDC UT 84119-3720  
BY: SNA, DEPUTY - MA 7 P.

environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

3. **Compliance with City Design and Construction Standards.** Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Project, including the payment of fees, and compliance with the City's design and construction standards.

4. **Specific Design Conditions.** The Project shall be developed and constructed as set forth in the specific design conditions set forth in Exhibit "B". The Project shall also comply with all requirements set forth in the minutes of the Planning Commission and City Council hearings on this matter.

5. **Agreement to Run With the Land.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

6. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

7. **No Joint Venture, Partnership or Third Party Rights.** This Agreement neither creates any joint venture, partnership, undertaking or business arrangement between the parties hereto nor conveys any rights or benefits to third parties, except as expressly provided herein.

8. **Integration, Modification, and Entire Agreement.** This Agreement contains the entire agreement between the parties 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 and approved by the parties hereto. This Agreement supersedes any and all development agreements that have been executed concerning the Property. Exhibits "A" and "B" are hereby incorporated into this Agreement.

9. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for whom intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

TO DEVELOPER:	Samuel Wright 622 S. Kimball Drive Layton, Utah 84041
TO CITY:	West Valley City Wayne Pyle, City Manager 3600 Constitution Blvd. West Valley City, Utah 84119
WITH A COPY TO:	West Valley City Attorney's Office Attn: Brandon Hill 3600 Constitution Blvd. West Valley City, Utah 84119

Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

10. **Choice of Law and Venue.** Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

11. **Court Costs.** In the event of any litigation between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to an award of reasonable court costs, including reasonable attorney's fees.

12. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

*(signatures follow)*

WEST VALLEY CITY

Steve Smith  
MAYOR Pro tem

ATTEST:

Brenda Comar  
CITY RECORDER



APPROVED AS TO FORM  
WVC Attorney's Office  
By: BWA  
Date: 6/1/17



DEVELOPER  
By: [Signature]

Its: Owner

State of Utah)

County of Salt Lake) :SS

On this 17<sup>th</sup> day of May, 2017, personally appeared before me Samuel Wright, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and he acknowledged to me that he executed the same.

Brenda A  
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION**

Parcel #: 14-22-305-045

Lot 12, Block 2, East Magna, Plat A.

Parcel #: 14-22-305-046

Lot 13, Block 2, East Magna, Plat A.

## **EXHIBIT B**

### **DEVELOPMENT STANDARDS**

1. The hours of operation for any business, tenant, or other occupant or user shall be limited to 8 AM to 6 PM.
2. The developer shall include a covered entry feature on the north side of the building.
3. In addition to the uses prohibited by the City's zoning ordinances, the following uses are prohibited:
  - Agricultural Business or Industry
  - Alternative Financial Service Provider
  - Automobile parts store
  - Automobile Sales, Used
  - Bail Bonds Dealer
  - Brew Restaurant, Brew Restaurant and Liquor Retailer, Small Brewer
  - Commercial raising, rental stabling, training and grazing of animals
  - Commissary
  - Detention Facility/Jail
  - Equestrian school
  - Equity club, fraternal club, social club
  - Fast Food Establishment with drive-up window
  - Fast Food Establishment with no drive-up window
  - Financial Institution
  - Food Vending Unit and Mobile Food Vending Vehicle
  - Furniture store
  - Garden Center or Garden Center with an Indoor Event Center as an accessory use
  - Grocery Store
  - Hardware Store
  - Heavy Equipment Sales and Service
  - Heavy Truck and trailer sales, Used
  - Home Improvement Center
  - Industrial, Heavy
  - Kennel, Outdoor
  - Laundromat
  - Lingerie Store
  - Massage Establishment
  - Mortuary
  - Movie Theater
  - Moving Truck Rental Business
  - Neighborhood Grocery
  - Neighborhood Service Establishment
  - Noncommercial raising, training and grazing or animals

- Permanent Cosmetic Establishment
- Recreation, Outdoor
- Rental Store
- Restaurant Liquor Retailer, Dining Club
- Restaurant, Restaurant On-Premises Beer Retailer
- Retail department or specialty store
- Retail Tobacco Specialty Business
- Secondhand precious metal dealer/processor and/or precious gem dealer
- Secondhand store
- Sexually-oriented business
- Shopping Center
- State Store/Package Agency
- Tobacco Oriented Business
- Tattoo Establishment
- Towing and Impound Yard
- Turf Farm Equipment Manufacturing
- Vehicle Recycling Facility
- Vehicle Storage Yard