

13-NF

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this 15 day of November, 2022, by and between Bryan and Chantel Bradford, individuals, (herein "Developer") for the land to be included in or affected by the project located at approximately 3816 South 3200 West 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 or is under contract to acquire approximately 0.69 acres of real property located at approximately 3816 South 3200 West in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a new residential 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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3600 CONSTITUTION BLVD WVC, UT 841193720

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 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. 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: Bryan and Chantel Bradford
3816 South 3200 West
West Valley City, UT 84119

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.

WEST VALLEY CITY

Karen Hong
MAYOR

ATTEST:



Murphy
CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office
By: EJH
Date: 10/8/22

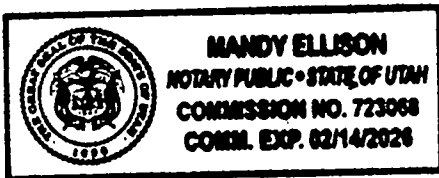
BRYAN BRADFORD

Bryan Bradford

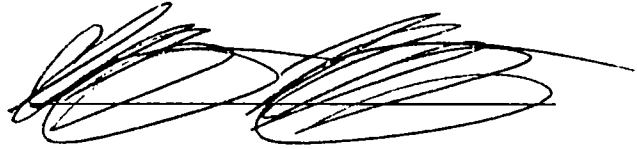
State of Utah)
County of Salt Lake) :SS

On this 6th day of October, 2022, personally appeared before me Bryan Bradford, 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.

Mandy Ellison
Notary Public



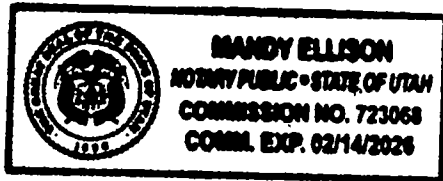
CHANTEL BRADFORD



State of Utah)

County of Salt Lake) :SS

On this 6th day of October, 20 22, personally appeared before me Chantel Bradford, 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 she acknowledged to me that she executed the same.



Mandy Ellison
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Parcel #: 15-32-427-011

BEG 148 FT W & 25 FT S FR E 1/4 COR SEC 32, T 1S, R 1W, SLM; W 50 FT; S 100 FT; E 50 FT; N 100 FT TO BEG. 0.12 ACRES.

Parcel #: 15-32-427-014

BEG 33 FT W & 29 FT S FR THE E 1/4 COR SEC 32, T 1S, R 1W, SLM; S 177.25 FT; W 165 FT; N 81.25 FT; E 50 FT; N 100 FT; E 111 FT; S 45° E 5.66 FT TO BEG. 0.57 ACRES.

EXHIBIT B

DEVELOPMENT STANDARDS

1. The maximum number of homes shall be 3 including the existing home on the Property.
2. All new homes shall include a 3-car garage.
3. A minimum of 30% of the front of all new homes shall be stone or brick.
4. All foundation walls more than 18" above grade shall be veneered with a finished material.
5. Garage doors shall be grained in texture.
6. Houses along 3800 South and 3200 West shall face the street.
7. All weeds within the right-of-way and behind the curb shall be removed.
8. The existing detached, two-car garage shall be demolished and replaced with a new garage placed on the lot with the existing home in a location that meets the City's setback requirements. As allowed in item 12 below, the rear yard setback of the garage may be reduced to a minimum of 10'.
9. The existing chain link fence shall be removed, repaired, or replaced.
10. All dead or weedy landscaping shall be replaced with landscaping that complies with City standards.
11. The brick and wood portions of the exterior of the existing home shall be painted.
12. The rear yard setback for the existing home may be reduced to a minimum of 10'.
13. The window mounted A/C units in the existing home shall be replaced with central A/C.
14. The new home shall meet the housing standards that follow.

BUILDING MATERIALS.

(1) All exterior materials shall be 100% masonry. For the purposes of this Section, masonry shall only include brick, stone, and fiber cement siding. Thin brick, brick veneer panels, stone veneer panels and stucco are not allowed. Fiber cement siding shall not constitute more than 75% of the exterior material and the remaining 25% must be either brick or stone. All exterior materials shall be installed in a professional workmanlike manner and be guaranteed to be maintenance-free for at least 10 years. Finishes upon exterior materials shall be guaranteed maintenance-free for a minimum of five years. Materials or finishes without such guarantees shall not be permitted. Guarantees shall be in writing from the manufacturer.

(2) Each dwelling shall have a site-built concrete, all-weather wood, or masonry foundation around the entire perimeter with interior supports as necessary to meet applicable building codes. The dwelling shall be permanently tied to the foundation system in accordance with applicable building codes.

ROOF DESIGN AND MATERIALS.

The roof of each dwelling shall have a minimum pitch of 6:12. At non-gable ends of the roof there shall be an overhang at the eaves of not less than 12 inches inclusive of rain gutters. For homes with cantilevered rooms, 60 percent of the total eave length of the home shall have an overhang of not less than 12 inches. The roof overhang shall be measured perpendicular to the vertical side of the dwelling. Laminated architectural shingles are required. Unfinished galvanized steel, tar, or aluminum roofing shall not be permitted. These pitch and overhang provisions shall not apply to porch covers, bay windows, or similar appendages.

MINIMUM DEPTH AND AREAS.

(1) Each dwelling shall be not less than 20 feet in depth at the narrowest point. The depth shall be considered to be the lesser of the two primary dimensions of the dwelling exclusive of Attached garages, bay windows, room additions, or other similar appendages.

(2) The minimum square footage of finished, above-ground, habitable floor space for homes with at least a three-quarter Basement shall be 2,000 square feet for ramblers and 3,000 square feet for two Story or multi-level homes, not including the garage. The minimum square footage of finished, above-ground, habitable floor space for homes without Basements shall be 2,500 square feet for ramblers and 3,500 square feet for two Story or multi-level homes, not including the garage.

DESIGN VARIATION.

In reviewing the construction and siting of homes in an approved Subdivision, variation in exterior design and setback distance shall be required as outlined below:

(1) In order to insure exterior design variation, the same or very similar exterior design, as determined by the City, shall not be allowed on adjacent Lots, except in the case of Twin Homes, where connected units may be the same.

(2) In order to insure variation in Front Yard setbacks, no more than two homes on adjacent Lots shall be built at the same setback. The minimum front setback may be reduced for main Buildings, but not for garages; however, the average front setback for all Lots in the Subdivision shall not be less than the minimum front setback allowed in the zone. The minimum offset between homes shall be not less than five feet and the minimum front setback on any Lot shall be not less than 23 feet. This requirement shall not apply to Lots where the entire front property line is a curve with a radius of 100 feet or less. This subsection (2) shall not apply in the RE zone.

(3) Any sides of a home facing a Street, consisting of one material, shall include distinctive features intended to add significant variety and interest to the exterior surfaces of the home, such as pop-outs on windows, bay windows, Quoins, color variations, texture changes or brick/stone decorative elements, etc.

GARAGE REQUIRED.

A 3 car garage is required, except that a 2 car garage is permissible when there is a 20' Side Yard setback adjacent to the garage and either the 2 car garage is side loaded or the Basement of the dwelling with at least a three-quarter Basement is finished. The minimum interior dimensions of a garage shall be 20 feet by 30 feet for a 3 car garage and 20 feet by 20 feet for a 2 car garage. Occupancy of the home shall not be permitted without the garage being completed. Where the garage is Attached to the home and the garage door is facing the Street, the width of the front of the house excluding the garage shall be at least 18' for ramblers and 15' for multi-levels.

DESIGN TREATMENTS.

(1) All dwellings must have at least one main (front) Entrance consisting of a concrete stoop, landing, and (if necessary) steps and additional landings which provide direct access to Grade.

(2) New dwellings shall be oriented toward the Street. The primary architectural Façade and front door shall be facing the Street.

(3) All dwellings shall apply the point system enumerated below in Table 1 to the design of the home. The combination of different features shall equal or exceed 250 points for a rambler plan and 300 points for all other types of plans. Each dwelling shall include at least one feature from each of the following categories in Table 1: 1) Roofing Treatments; 2) Relief Treatments; 3) Material Selections for the Entire House; 4) Entry Features; 5) Garage Treatments; and 6) Windows.

a. If the point value of the items selected from each of the first six categories does not meet the minimum number of points required for the type of home to be constructed as

set forth in this Section, other features shall be added to increase the number of points equal to or above the minimum required for the type of home to be constructed.

b. For homes with a side or rear Façade that faces a Street, architectural features, which total at least 70 points from Table 2, shall be applied to all Street facing Façades other than the front.

i. In the process of choosing architectural features from Table 2 to include on Street facing Façades, each home shall include at least one feature each from categories 2) Roofing Treatments and 3) Design Treatments.

ii. If the point value of the items selected from each of the last two categories does not meet the minimum required, other features shall be added to increase the number of points equal to or above the minimum required.

Table 1.

1. Roofing Treatments (must use at least one)	Points
A. Dominant roof pitch of not less than 6:12	0
B. Laminated architectural shingles that simulate the depth of wood over the entire roof	0
C. Two or more gable ends on front elevation	20
D. Dormer windows on front elevation	20
E. Hip style roof on at least two ends or two or more roof planes/levels on front elevation	30
2. Relief Treatments (must use at least one)	Points
A. At least one foundation jog (not including the garage) on the front elevation	30
B. Bay or box window or other projection that is not part of the foundation on the front elevation	20
C. At least one cantilevered living area on the front elevation	20
D. Covered front porch that extends across less than 30% of the entire length of the front of the house and is at least 5' deep with no less than 50 sq. ft. of usable, unobstructed space	30
E. Covered front porch that extends across at least 30% of the entire length of the front of the house and is at least 5' deep with no less than 60 sq. ft. of usable, unobstructed space.	50
3. Material Selections for the Entire House (must use one)	Points
A. A brick or stone wainscot on the front elevation at least 30 inches high having a return of 24 inches around the front corners of the dwelling, with the remainder of the home in fiber cement siding, including accent trim, which is a complementary but different color from the primary house color, around all windows and doors.	30
B. A brick or stone wainscot of at least 30 inches high on the front and sides of the dwelling with the remainder of the home in fiber cement siding including accent trim, which is a complementary but different color from the primary house color, around all windows and doors.	40

C. A brick or stone wainscot on the front elevation and brick or stone extending to the roof line on at least one portion of the front. Fiber cement siding on the remaining exterior of the home including accent trim, which is a complementary but different color from the primary house color, around all windows and doors.	50
D. Full brick or stone on the front elevation with brick or stone wainscot on the side elevations with the remainder of the home in fiber cement siding including accent trim, which is a complementary but different color from the primary house color around all windows and doors.	70
E. 100% brick exterior	120
4. Entry Features (must use one)	Points
A. Covered entry with columns having a minimum size of 1' x 1' for the bottom half of the column	15
B. Covered front porch that extends across less than 30% of the entire length of the front of the house and is at least 5' deep with no less than 50 sq. ft. of usable, unobstructed space	0
C. Covered front porch that extends across at least 30% of the entire length of the front of the house and is at least 5' deep with no less than 60 sq. ft. of usable, unobstructed space	0
5. Garage Treatments (must use at least one)	Points
A. Front of garage located at least 5' behind front face of home	40
B. The width of the front of the house excluding the garage is at least 18' for ramblers and 15' for multi-levels	0
C. Side entry garage	40
D. Three car garage where one of the spaces is located at least 1.5' behind the other two garage spaces (may not be used in combination with item E)	60
E. Three car garage (may not be used in combination with item D)	40
F. Detached or Alley loaded garage in the Rear Yard	40
G. Usable open space with a trellis or roof (covered porch) above the garage extending to or beyond the front face of the garage	40
H. Garage flush with the front of the house or located less than 5' behind front of home	20
6. Windows (must use at least one)	Points
A. One or more non-rectangular (round, oval, arched, etc.) windows used on the front elevation not including any window used to meet items C, E or F below.	5 each, maximum of 10 points
B. Windows of any size used on the front elevation (does not include any windows used to meet items C, E or F below).	5 each, maximum of 40 points
C. Accent window over the entry area	5
D. Decorative window shutters on front elevation.	5 per set of shutters, maximum of 20 points
E. 12" or wider sidelight to expand the size of the entry	5
F. Windows in the garage door	10

G. At least two windows on front elevation have a pattern or design (grid)	10
H. All windows on the front elevation have either a header, sill or trim with depth (If trim is used, it may not be used in combination with items 3A, B, C or E above)	10
7. Additional Design Selections	Points
A. Precast Quoins on at least two corners on front elevation	10
B. Precast keystones (at least two on front elevation)	10
C. Knee Braces on at least the front elevation	10
D. Change of color on exterior materials (excluding doors, shutters, trim, roof material or material changes)	10
E. Exposed joists on at least the front elevation	10
F. Fiber cement siding with a highly visible texture or pattern (examples include "fish scale" and "shingle") on front elevation	20
G. Siding applied horizontally and vertically on front elevation	20
H. Gable returns on front elevation	20
I. Porch and/or front stairway has a decorative railing	10
J. Decorative vent (must include either a pop-out or trim around the vent).	5 per vent, maximum of 15 points
K. 6" or larger, decorative roof fascia	10
L. 100 sq. ft. above the minimum required areas of 2,000 sq. ft. for ramblers and 3,000 sq. ft. for multi-levels (homes without Basements do not qualify for this item).	10 points per 100 square feet over minimum, maximum of 40 points

Table 2.

1. Relief Treatments	Points
A. At least one foundation jog that is at least 10' long and is no more than 20' deep	40
B. Bay or box window or other projection that is not part of the foundation	30
C. At least one cantilevered living area	30
2. Roof Treatments (must use at least one)	Points
A. A minimum 6" overhang at the eaves on gable ends	10
B. Dutch hip on a gable end	10
C. Hip Roof instead of a gable end	20
D. One or more gables on rear Façades	20
E. Two or more gables on side Façades	10
F. One cross gable on side Façades	10
G. Two cross gables on side Façades	20
3. Design Treatments (must use at least one)	Points
A. One or more windows that are at least 3 sq. ft. each in area (does not include windows in garage doors, bay windows, box windows or windows that are in or partially in window wells).	10 per window, maximum of 50 points
B. Trim around each window for homes with fiber cement exteriors	10
C. Decorative vent (oval, octagonal, or arched)	10
D. Decorative window shutters	10
E. Precast Quoins on at least two corners	10
F. Precast keystones	10
G. Knee Braces	10
H. Change of color on exterior materials applied to at least 20% of the Façade (excluding doors, shutters, trim, roof material or material changes)	10
I. Change of material (i.e. brick or stone wainscot) applied to at least 15% of the Façade	30
J. Exposed joists	10
K. Fiber cement siding with a highly visible texture or pattern (examples include "fish scale" and "shingle") applied to at least 15% of the Façade	10
L. A 6' solid visual barrier Fence that extends across at least 50% of the length of the Façade where the base of the home is no higher than 2' from the base of the Fence.	20
M. For side Façades, a front porch that extends to the Street facing side Façade	10