

After recording, please send to:
Sandy City
Attn: City Recorder
10000 S. Centennial Pkwy
Sandy, Utah 84070

14185867 B: 11461 P: 8292 Total Pages: 9
12/15/2023 11:11 AM By: mpalmer Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To SANDY CITY
10000 CENTENNIAL PARKWAY SANDY, UT 84070



Affects Salt Lake County Tax Parcels 28-14-126-001;
28-14-126-013; 28-14-126-012 and 28-14-126-002

DEVELOPMENT AGREEMENT FOR OLSEN ORCHARDS (SANDY CITY, SALT LAKE COUNTY, UTAH)

This Development Agreement for Olsen Orchards (this “Agreement”) is made and entered into as of this 15 day of December, 2023, by and between the undersigned property owners (collectively, “Owners”) and Sandy City, a municipality and political subdivision of the State of Utah (the “City”).

RECITALS:

A. Owners own approximately 11.3 acres of land in Salt Lake County, Utah, described in in Exhibit A hereto (the “Property”).

B. Owners desire to annex the Property into Sandy City and obtain approvals to subdivide and develop the Property as a residential community to be known as “*Olsen Orchards*” containing one (1) existing home and no more than twenty-seven (27) new building lots (the “Project”), as generally depicted in the Concept Plan attached hereto as Exhibit B (the “Concept Plan”).

C. On November 28, 2023, the City Council of Sandy City voted unanimously in favor of annexing the Property into the City with R-1-10 zoning so long as a binding development agreement is signed and recorded against the Property restricting the Project to one (1) existing home and no more than twenty-seven (27) new building lots, for a total of not more than twenty-eight (28) homes at full build-out, as generally depicted in the attached Concept Plan (the “Development Agreement Requirement”).

D. At the City Council meeting on November 28, 2023, Owners (through legal counsel) were the ones who proposed the Development Agreement Requirement voluntarily, with full knowledge and understanding that they would be waiving the right to potentially develop more than twenty-seven (27) new building lots under the City’s R-1-10 zone.

E. This Agreement is a “development agreement” within the meaning of and entered into pursuant to the terms of Utah Code Ann. §10-9a-103(12) and §10-9a-532. Owners and the City intend for this Agreement to satisfy the Development Agreement Requirement (defined in Recital “C” above).

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owners and the City hereby agree to the following:

1. **Recitals; Definitions.** The Recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.

2. **Effective Date.** This Agreement is effective on the last date that it is signed by all parties hereto and recorded against the Property in the Salt Lake County Recorder's Office (the "Effective Date").

3. **Compliance with City Ordinances.** The Project shall be developed and improved in a manner that complies with all applicable provisions of the City Code, including, without limitation, subdivision requirements and lot standards, building permit and occupancy permit requirements, and building code standards.

4. **Zoning.** The City shall assign the R-1-10 zoning designation to the Property in connection with the annexation of the Property into the City.

5. **Density – Statutory Disclosure.** There shall be no more than twenty-seven (27) new building lots in the Project, plus the existing home located on the parcel identified as Salt Lake County Tax Parcel 28-14-126-012 (which is 0.50 acres in size). The undersigned parties acknowledge and agree that the City's R-1-10 zoning may allow for subdivision and development of more than 27 new building lots in the Project, but Owners hereby knowingly waive (with the full benefit of advice from their own legal counsel) the right to seek approval for more than 27 new building lots. Owners voluntarily agree to this lot-count restriction. This provision is intended to satisfy the disclosure requirements in Utah Code Ann. §10-9a-532(2)(c), and Owners hereby acknowledge and affirm that this Section 5 satisfies the City's obligations under Utah Code Ann. §10-9a-532(2)(c).

6. **Informed Waiver.** Notwithstanding anything to the contrary in this Agreement, Owners waive any and all rights that they have under Utah Code § 10-9a-532(2)(c) to require Sandy City to disclose in writing the rights of Owners that this Agreement restricts. Sandy City hereby discloses to Owners that the waiver contained in this Section 6 restricts Owners' rights under clearly established state law, including Owners' rights under Utah Code § 10-9a-532(2)(c).

7. **Terms of Agreement Not Severable.** In the event that that an Owner claims that any portion of this Agreement is void or unenforceable, or if any portion of the Agreement is deemed to be void or unenforceable, whether due to alleged failure by Sandy City to comply with Utah Code § 10-9a-532(2)(c) or for any other reason, then the parties agree that Sandy City will be deprived of the benefits of its bargain under this Agreement and that the entire Agreement is void. If this Agreement or any part of this Agreement is void or unenforceable, then Sandy City may petition an appropriate court to enter equitable orders as may be necessary to restore the parties to their precontractual positions.

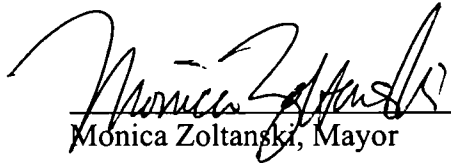
8. **Signing Authority.** Each of the undersigned persons who signs this Agreement represents and warrants that he or she has been duly authorized to execute this Agreement for and on behalf of the entity for which he/she signs, and that all required consents and approvals have been duly obtained in order to bind said entity(ies) to the terms of this Agreement.

9. **Binding Agreement.** This Agreement shall be recorded against the Property. It shall “run with the land” and be binding on and enforceable against all existing and future owners, developers, and builders of the Property.

10. **Review and Advice of Counsel.** Owners represent that each of them has obtained the advice of legal counsel prior to agreeing to the terms of this Agreement and that Owners’ legal counsel has advised each of them of all clearly established state rights that this Agreement restricts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives.

SANDY CITY:

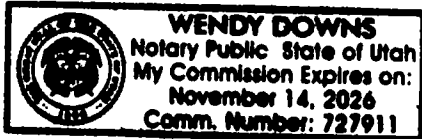


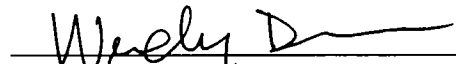
Monica Zoltanski, Mayor

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 15 day of December, 2023, personally appeared Monica Zoltanski, Mayor of Sandy City, who duly acknowledged before me that she executed the above Development Agreement on behalf of Sandy City, a municipal corporation and political subdivision of the State of Utah.

SEAL:




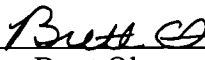


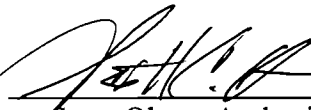
Notary Public

OWNERS:

Dimple Dell Floral Incorporated, a Utah Corporation (Owner of Parcel 28-14-126-001)

By: 
Pamela Ledesma, Authorized Agent

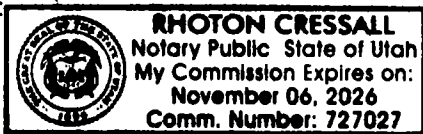
By: 
Brett Olsen, Authorized Agent

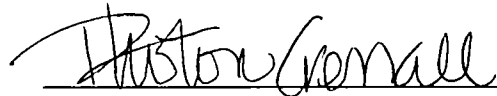
By: 
Scott Olsen, Authorized Agent

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 4th day of December, 2023, personally appeared Pamela Ledesma, Brett Olsen and Scott Olsen, who duly acknowledged before me that they executed the above Development Agreement on behalf of **Dimple Dell Floral Incorporated**, a Utah corporation.


SEAL:

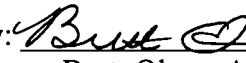




Notary Public

OWNERS (Cont'd)

Olsen Family Orchard, LLC, a Utah limited liability liability company (Owner of Parcel 28-14-126-013)

By: 
Pamela Ledesma, Authorized Agent

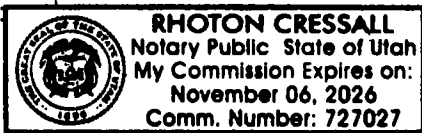
By: 
Brett Olsen, Authorized Agent

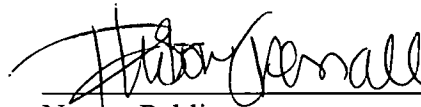
By: 
Scott Olsen Authorized Agent

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 14th day of December, 2023, personally appeared Pamela Ledesma, Brett Olsen and Scott Olsen, who duly acknowledged before me that they executed the above Development Agreement on behalf of **Olsen Family Orchard, LLC**, a Utah limited liability company.

SEAL




Notary Public

OWNERS (Cont'd)

Ron and Thoma Lee Olsen Revocable Family Trust
Dated 4/26/2018 (Owner of Parcel 28-14-126-012)

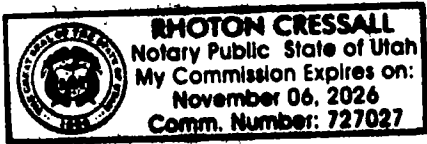
By: *Ron Olsen*
Ron Olsen, Trustee

By: *Thoma Lee Olsen*
Thoma Lee Olsen, Trustee

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 14th day of December, 2023, personally appeared Ron Olsen and Thoma Lee Olsen, who duly acknowledged before me that they executed the above Development Agreement on behalf of the **Ron and Thoma Lee Olsen Revocable Family Trust Dated 4/26/2018**.

SEAL:



Rhoton Cressall
Notary Public

EXHIBIT A

(Description and Boundary Map of the Property)

The Property is located in Salt Lake County, Utah, and is described as follows:

A TRACT OF LAND BEING SITUATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID TRACT HAVING A BASIS OF BEARINGS OF NORTH 89°02'20" EAST BETWEEN THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 14, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SECTION LINE AND THE CURRENT SANDY CITY BOUNDARY LINE ESTABLISHED BY DIMPLE DELL ANNEXATION TO SANDY CITY AMENDED, RECORDED JULY 18, 2005 AS ENTRY NO. 9435231 IN BOOK 2005P AT PAGE 211 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT IS NORTH 89°02'20" EAST ALONG THE SECTION LINE A DISTANCE 1,374.18 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 14; AND RUNNING THENCE ALONG SAID CURRENT SANDY CITY BOUNDARY LINE NORTH 89°02'20" EAST A DISTANCE OF 25.23 FEET TO THE SOUTHWEST CORNER OF DIMPLE DELL LANE ANNEXATION TO SANDY CITY, RECORDED DECEMBER 14, 2012 AS ENTRY NO. 11536554 IN BOOK 2012P AT PAGE 208 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG SAID CURRENT SANDY CITY BOUNDARY LINE NORTH 89°02'20" EAST A DISTANCE OF 797.66 FEET; THENCE CONTINUING ALONG SAID SECTION LINE NORTH 89°02'20" EAST A DISTANCE OF 48.30 FEET TO THE BEGINNING OF A 922.70 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THAT CERTAIN WARRANTY DEED RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER AS ENTRY NO. 14112602, IN BOOK 11423, AT PAGE 820; THENCE ALONG SAID CURVE, AND THE WESTERLY LINE OF SAID WARRANTY DEED A DISTANCE OF 167.39 FEET (167.50 FEET BY RECORD) THROUGH A CENTRAL ANGLE OF 10°23'39" (CHORD BEARS SOUTH 04°53'40" WEST 167.16 FEET) TO THE SOUTHWEST CORNER OF SAID WARRANTY DEED, AND THE NORTH LINE OF THAT CERTAIN QUIT CLAIM DEED RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER AS ENTRY NO. 6278763, IN BOOK 7328, AT PAGE 2652; THENCE ALONG SAID QUIT CLAIM DEED THE FOLLOWING THREE (3) COURSES: 1) SOUTH 85°25'20" WEST (SOUTH 86°23'00" WEST (BY RECORD) 47.65 FEET, 2) SOUTH 02°59'40" EAST (SOUTH 02°02'00" WEST BY RECORD) 120.90 FEET AND 3) NORTH 88°51'20" EAST (NORTH 89°49'00" EAST BY RECORD) 0.38 FEET TO THE NORTHWEST CORNER OF TIMBERLANE ESTATES, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER AS ENTRY NO. 12861913 IN BOOK 2018P AT PAGE 344 OF PLATS; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID TIMBERLANE ESTATES NORTH 88°51'20" EAST (NORTH 88°46'58" EAST BY RECORD) A DISTANCE OF 27.52 FEET TO THE NORTHWEST CORNER OF LOT 101 OF SAID TIMBERLANE ESTATES, SAID POINT IS ALSO IN THE EASTERLY RIGHT OF WAY LINE OF DIMPLE DELL ROAD AND THE BEGINNING OF A 1979.47 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ARC 202.59 FEET THROUGH A CENTRAL ANGLE OF 05°51'50" (CHORD BEARS SOUTH 04°24'52" EAST 202.50 FEET) TO A POINT IN THE SOUTHERLY BOUNDARY LINE OF SAID TIMBERLANE ESTATES; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE AND ITS EXTENSION SOUTH 89°02'14" WEST (SOUTH 88°57'52" WEST BY RECORD) A DISTANCE OF 55.07 FEET TO A FENCE LINE; THENCE

ALONG SAID FENCE, AND A PROLONGATION THEREOF, THE FOLLOWING THREE (3) COURSES: 1) NORTH 03°48'56" WEST 48.55 FEET, 2) NORTH 02°47'07" WEST 92.87 FEET AND 3) NORTH 01°52'43" WEST 18.05 FEET TO THE NORTH LINE OF THAT CERTAIN SPECIAL WARRANTY DEED RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AS ENTRY NO. 10789601, IN BOOK 9759, AT PAGE 9726; THENCE SOUTH 89°02'20" WEST ALONG SAID NORTH LINE A DISTANCE OF 185.38 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 11°09'00" WEST ALONG THE WEST LINE OF SAID SPECIAL WARRANTY DEED, AND THE WEST LINE OF THAT CERTAIN WARRANTY DEED AND SPECIAL WARRANTY DEED, ON RECORD WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER AS ENTRY NO. 5418041, IN BOOK 6591, AT PAGE 684, AND ENTRY NO. 12683339, IN BOOK 10631, AT PAGE 5161, RESPECTIVELY, A DISTANCE OF 308.01 FEET TO THE NORTH LINE OF THAT CERTAIN WARRANTY DEED RECORDED WITH THE SALT LAKE COUNTY RECORDER AS ENTRY NO. 7854204, IN BOOK 8438, AT PAGE 5047; THENCE SOUTH 89°02'20" WEST ALONG SAID NORTH LINE A DISTANCE OF 551.20 FEET (551.25 FEET BY RECORD) TO A POINT IN THE CURRENT SANDY CITY BOUNDARY LINE ESTABLISHED BY SAID DIMPLE DELL ANNEXATION TO SANDY CITY AMENDED; THENCE ALONG SAID CURRENT SANDY CITY BOUNDARY LINE THE FOLLOWING THREE (3) COURSES: 1) NORTH 04°22'52" WEST (NORTH 01°40'00" WEST BY RECORD) 84.48 FEET (83.10 FEET BY RECORD), 2) NORTH 74°14'40" WEST (NORTH 73°17'00" WEST BY RECORD) 101.71 FEET (103.30 FEET BY RECORD), AND 3) NORTH 11°20'02" EAST (NORTH 10°25'00" EAST BY RECORD), PASSING THROUGH AN ALUMINUM CAP SET BY THE SALT LAKE COUNTY SURVEYOR A DISTANCE OF 532.59 FEET (530.70 FEET BY RECORD) TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 11.30 ACRES, MORE OR LESS.

EXHIBIT B
Concept Plan

