

E 2850721 B 6212 P 737-751
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/26/2015 02:53 PM
FEE \$0.00 Fss: 15
DEP RT REC'D FOR KAYSVILLE CITY CO
RP

**AMENDED DEVELOPMENT AGREEMENT
FOR AN ASSISTED LIVING FACILITY**

07- 286 - 0001

THIS AGREEMENT is made and entered into this 20TH day of FEBRUARY, 2015
by and between Kaysville City, a municipal corporation organized and existing under the laws of
the State of Utah (hereinafter the "City"), and Baer Creek Villas, LLC (hereinafter the
"Developer;") as successor of Toucan Investment, Real Estate and Development, LLC), as
follows:

RECITALS

WHEREAS, Developer is the successor in interest of Toucan Investment, Real Estate and
Development, LLC ("Toucan"); and,

WHEREAS, this Amended Development Agreement supersedes and replaces the prior
Development Agreement entered into by and between the City and Toucan which prior
Agreement is dated August 17, 2012 and which was recorded in the office of the Davis County
Recorder as Entry No. 2703850 in Book 5658, Pages 320-334.

WHEREAS, Developer is desirous of developing a type I or type II assisted living
facility (the "Facility") on certain real property located in the City of Kaysville, County of Davis,
State of Utah and more particularly described on the approved site plan, construction drawings
and buildings plans. The conceptual site plan is attached hereto as Exhibit A (the "Site Plan");
and

WHEREAS, the purpose of this Agreement is to define the development standards,
conditions and improvements, schedule for development of the Facility and other terms and
conditions pursuant to which the Facility proposed by Developer is to be developed within the
City; and

WHEREAS, the City is willing to authorize to authorize the development of the Facility
proposed by Developer in conformance with this Agreement, City Ordinances, and applicable
Utah law;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AMENDED AGREEMENT

1. GENERAL DESCRIPTION.

A. Area Description. The property upon which the Facility shall be developed (the "Property") is located as shown on the Site Plan, a copy of which is attached as Exhibit A hereto and incorporated by reference herein. The property is further described as All of Lot 1 Baer Creek Health Care Subdivision.

B. Project Description. The project proposed by Developer is an Assisted Living Facility which is a residential facility that provides assistance with activities of daily living and social care of residents who require protected living arrangements and are capable of achieving mobility sufficient to exit the facility without the assistance of another person or with the limited assistance of one person.

2. DEVELOPMENT STANDARDS AND GUIDELINES

A. Adoption of Development Standards. The City hereby adopts, as the development standards and guidelines for the Facility (the "Development Standards"), the following in addition to all other applicable City Ordinances, standards and guidelines:

(1) Compliance With Approved Plans. Developer shall comply with all requirements identified in the approved site plan, construction drawings and building plans related to all of the improvements to be constructed on the Property, and the development of the Facility shall conform in all material respect with the approved site plan, construction drawings and building plans.

(2) Architecture. Developer shall construct the Facility in substantial compliance and conformance with the Architecture as set forth in Exhibit B, Main Level Floor Plan, Exhibit C, Lower Level Floor Plan, Exhibit D, Front Elevation and Rear Elevations, and Exhibit E, Landscape Plan, attached hereto and incorporated by reference herein.

B. Findings of Compatibility. In adopting the Development Standards identified in Section 2.A, the City hereby expressly finds that the development of the Facility, in conformance with the Development Standards and this Agreement, promotes the creation of a desirable type I or type II assisted living facility in an appropriate location. The City further finds that the development of the Facility, in conformance with the Development Standards and this Agreement, will not violate the general purpose, goals and objectives of the City Ordinances and any plans adopted by the Planning Commission and City Council of the City.

Subject to the Developer's performance and compliance with the terms of this Agreement and City Ordinances in effect on the date of this Agreement, Developer's rights to develop the Facility in accordance with the approved site plan, construction drawings and building plans is vested.

3. ON-SITE PROJECT IMPROVEMENTS

Developer shall construct and install all site improvements, including utilities, required for the Facility, at Developer's sole cost and expense, in compliance with approvals, and all applicable ordinances, regulations, standards and status of the City, the secondary water provider, The Central Davis Sewer District, other providers and the State of Utah.

4. OFF-SITE PROJECT IMPROVEMENTS

In accordance with applicable standards and subject to the design approval of the City Engineer, Developer shall construct and install street improvements, utilities, and drainage improvements, on Main Street as shown on the approved construction drawings, with construction of the on-site improvements.

5. REPRESENTATIONS OF DEVELOPER

A. Authority. Developer hereby represents that is has authority to proceed with the Facility.

B. Ability. Developer represents that it has the ability to timely proceed with the development and construction of the Facility. Developer agrees to begin construction of the Facility as soon as practicable and complete development with occupancy approval by December 31, 2013.

6. ASSIGNMENT

Developer may assign this Agreement to any other third party provided that the City consents to such assignment, which consent shall not be unreasonably withheld, upon a showing to the satisfaction of the City that such third party has the financial ability to perform Developer's obligations hereunder.

7. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. ATTORNEY'S FEES

In the event that this Agreement or any provision hereof shall be enforced by an attorney retained by a party hereto, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the party who breaches or defaults hereunder, including fees and costs incurred upon appeal or in bankruptcy court.

9. SEVERABILITY

If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement.

10. CAPTIONS

The section and paragraph headings contained in this Agreement are for the purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

11. GOVERNING LAW

This Agreement and all matters relating hereto, shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.

12. ENTIRE AGREEMENT

This Agreement, together with the exhibits attached hereto, constitutes the entire understanding and agreement by and among the parties hereto, and supersedes all prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.

13. CONSTRUCTION

As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

14. AUTHORIZATION OF EXECUTION

A. City. The execution of this Agreement by the City has been authorized by the City Council of Kaysville City at a regularly scheduled meeting of that body, pursuant to the notice.

B. Developer. The execution of this Agreement has been duly authorized by the Developer.

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

Baer Creek Villas, LLC

ATTEST:



Secretary

By: 

SCOTT HANSEN
Member

KAYSVILLE CITY



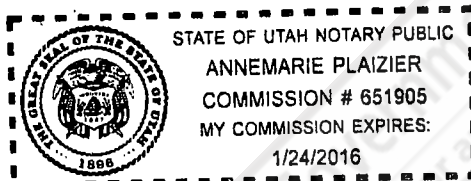
ATTEST:

Linda Ross
LINDA ROSS
City Recorder

By: [Signature]
STEVE A. HIATT
Mayor

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On the 20th day of February, 2015, personally appeared before me STEVE A. HIATT, and LINDA ROSS, who being by me duly sworn did say, each for himself and herself that he, the said STEVE A. HIATT, is the Mayor of Kaysville City, Davis County, State of Utah and that she, the said LINDA ROSS, is the City Recorder of Kaysville City, and that the within and foregoing instrument was signed on behalf of the said Kaysville City by authority of the City Council of Kaysville City and said STEVE A. HIATT and LINDA ROSS, each duly acknowledged to me that the said Kaysville City executed the same and that the seal affixed is the seal of the said Kaysville City.

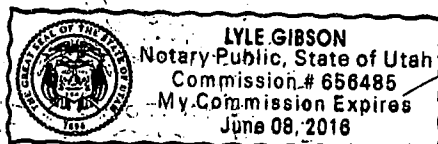


(SEAL)

[Signature]
NOTARY PUBLIC

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On the 20th day of FEBRUARY, 2015, personally appeared before me, Scott Hansen, the signer of the foregoing Development Agreement for Baer Creek Villas, LLC, who duly acknowledged to me that he executed the same for and on behalf of Baer Creek Villas, LLC.



(SEAL)

[Signature]
NOTARY PUBLIC

Kaysville
31
00

2850721
BK 6212 PG 744
2703849
BK 5658 PG 319

E 2703849 B 5658 P 319
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/30/2012 10:05 AM
FEE \$31.00 Pgs: 1
DEP RTT REC'D FOR KAYSVILLE CITY C
ORP

September 27, 2012
SCOTT L. HANSEN

BAER CREEK HEALTH CARE SUBDIVISION

LOT 1

02 T3N R1W SW

Out of 07-253-0004

New # 7-286 +
File # 5216

BOUNDARY DESCRIPTION

Beginning at a point North 35°15'32" East 2206.06 feet to a fence post and North 42°57'08" West 20.00 feet from the Southwest Corner of Section 2, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah, and running;

Thence North 42°57'08" West 166.08 feet to the north bank of a stream;
Thence North 38°38'02" East 194.21 feet along said bank to the westerly line of Main Street;
Thence South 42°48'00" East 114.63 feet along the westerly line of Main Street;
Thence South 19°56'27" West 197.17 feet;
Thence South 78°29'39" West 19.11 feet to the point of beginning.

Contains 28,543 square feet, 0.655 acres, 1 Lot.

209.06 LINEAR FEET OF EXISTING SANITARY SEWER AT 1.1% SLOPE FROM MANHOLE TO MANHOLE
194.21 LINEAR FEET FROM EXISTING MANHOLE TO NEW MANHOLE

2850721
BK 6212 PG 745

Exhibit A

← STATE ROAD No. 273 →

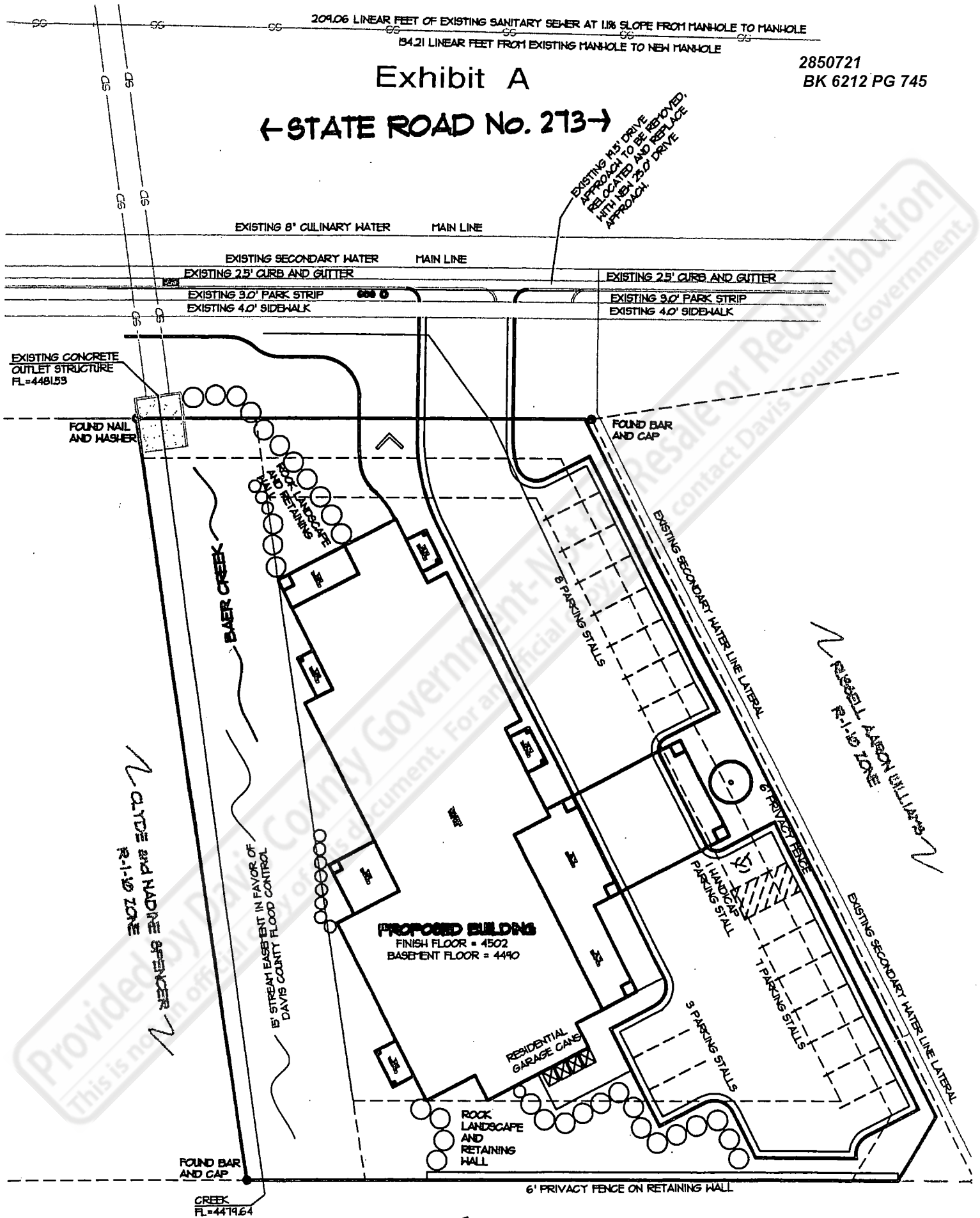
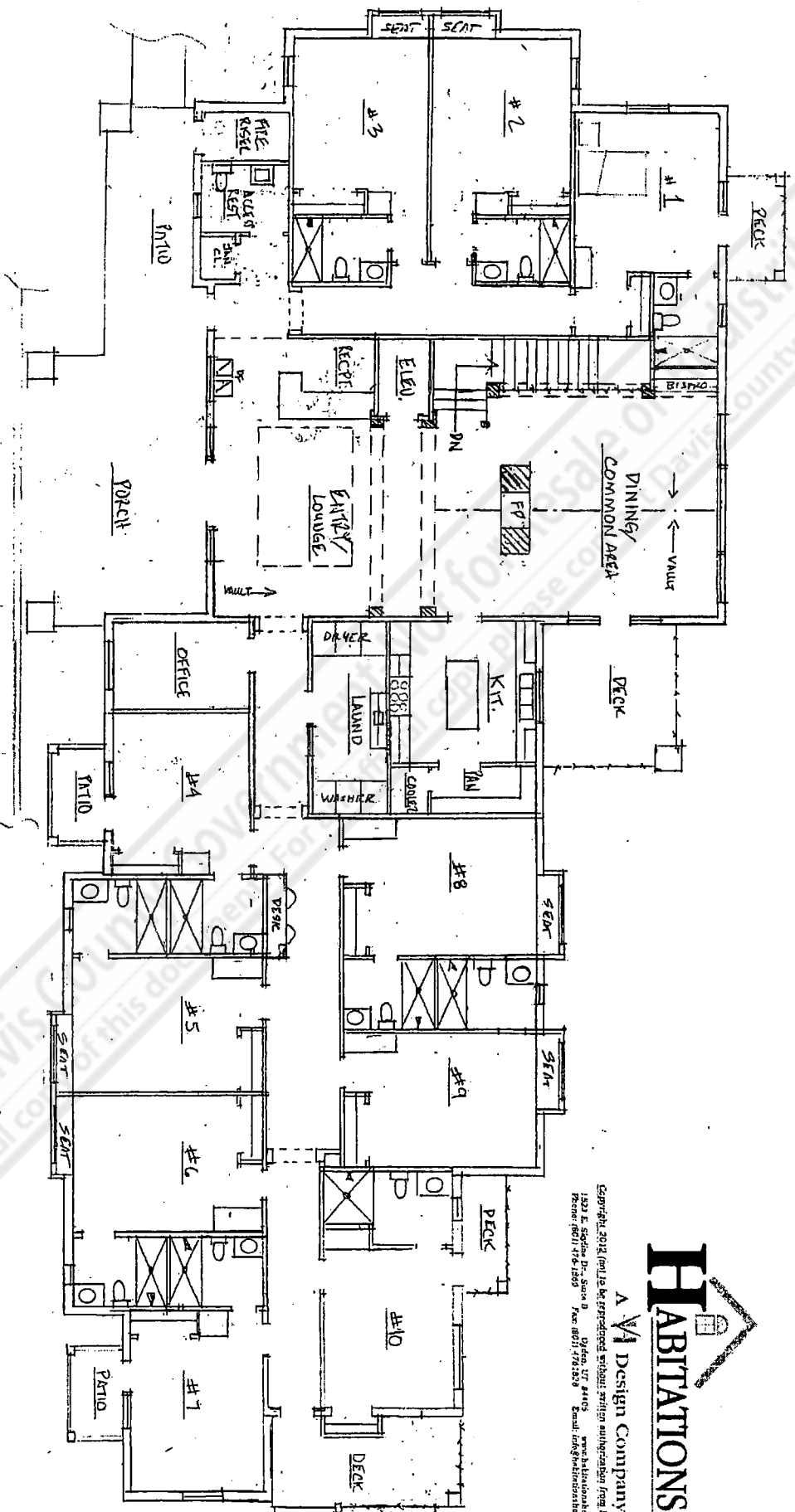


Exhibit B



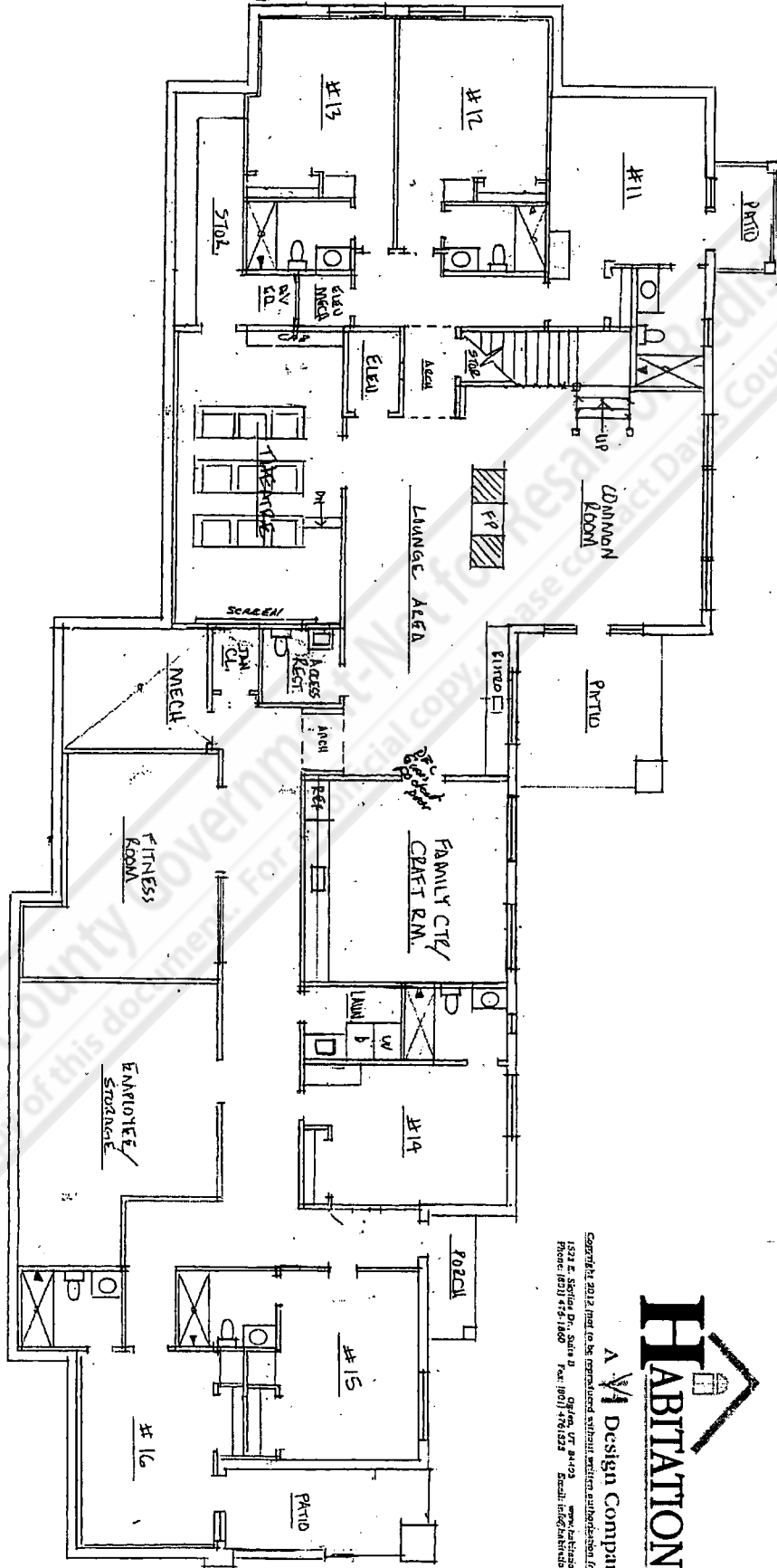
MAIN LEVEL FLOOR PLAN - OPT. A
1/8"=1'-0" (2'-7 1/2" x 12') (6,236 SQ. FT.)



A/V Design Company
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1323 E. 500th Dr., Suite B, Orem, UT 84403
Phone: (801) 778-1509 Fax: (801) 778-1509 Email: info@habitationscompany.com
www.habitationscompany.com

Provided by: [Waterbury County Government] for use in this document. This is not an official copy.

Exhibit C



LOWER LEVEL FLOOR PLAN - OPT A.
1/8"=1'-0" (2'-28"-12" L6,116 SQ.FT.)

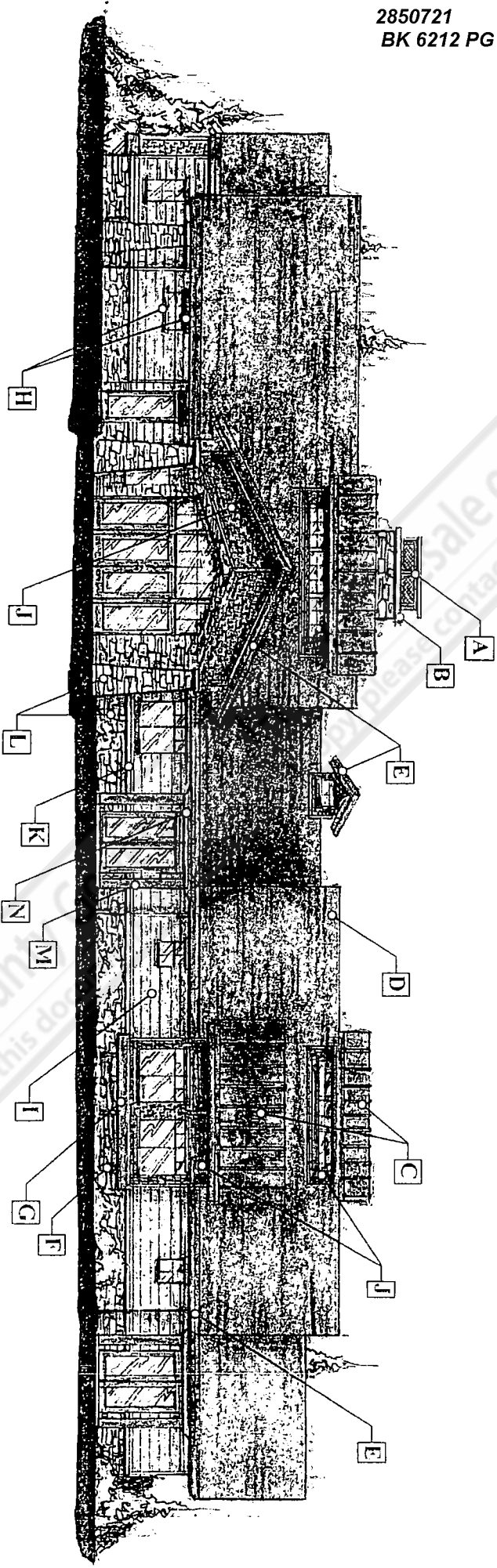
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1532 E. Spruce Dr., Suite B, Ogden, UT 84403 www.habitationscompany.com
Phone (801) 475-1860 Fax (801) 475-1522 Email info@habitationscompany.com

Exhibit D



A/V Design Company

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Phone (801) 476-1500 Fax (801) 476-1545 Email: info@habitationsdesign.com



FRONT ELEVATION

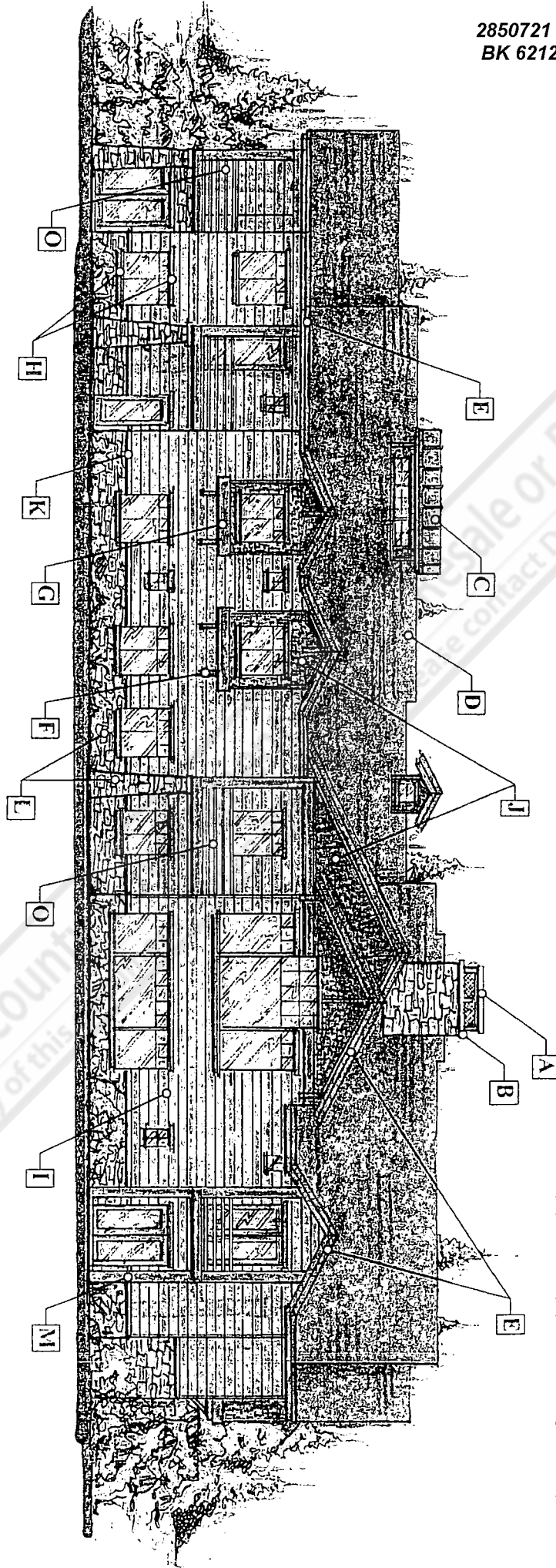
Project Information:
Name: Baer Creek Assisted Living Center
Address: 770 South Main Street
Kaysville City, Davis County, Utah

Owner/Developer: Hansen & Hunt Investment, L.P.
Layton, Utah

Designer/Architect: Habitations, a V/H Design Company
South Ogden, Utah

Civil Engineer: Ensign Engineering & Land Surveying, Inc.
Layton, Utah

REAR ELEVATION



HABITATIONS

A/V Design Company

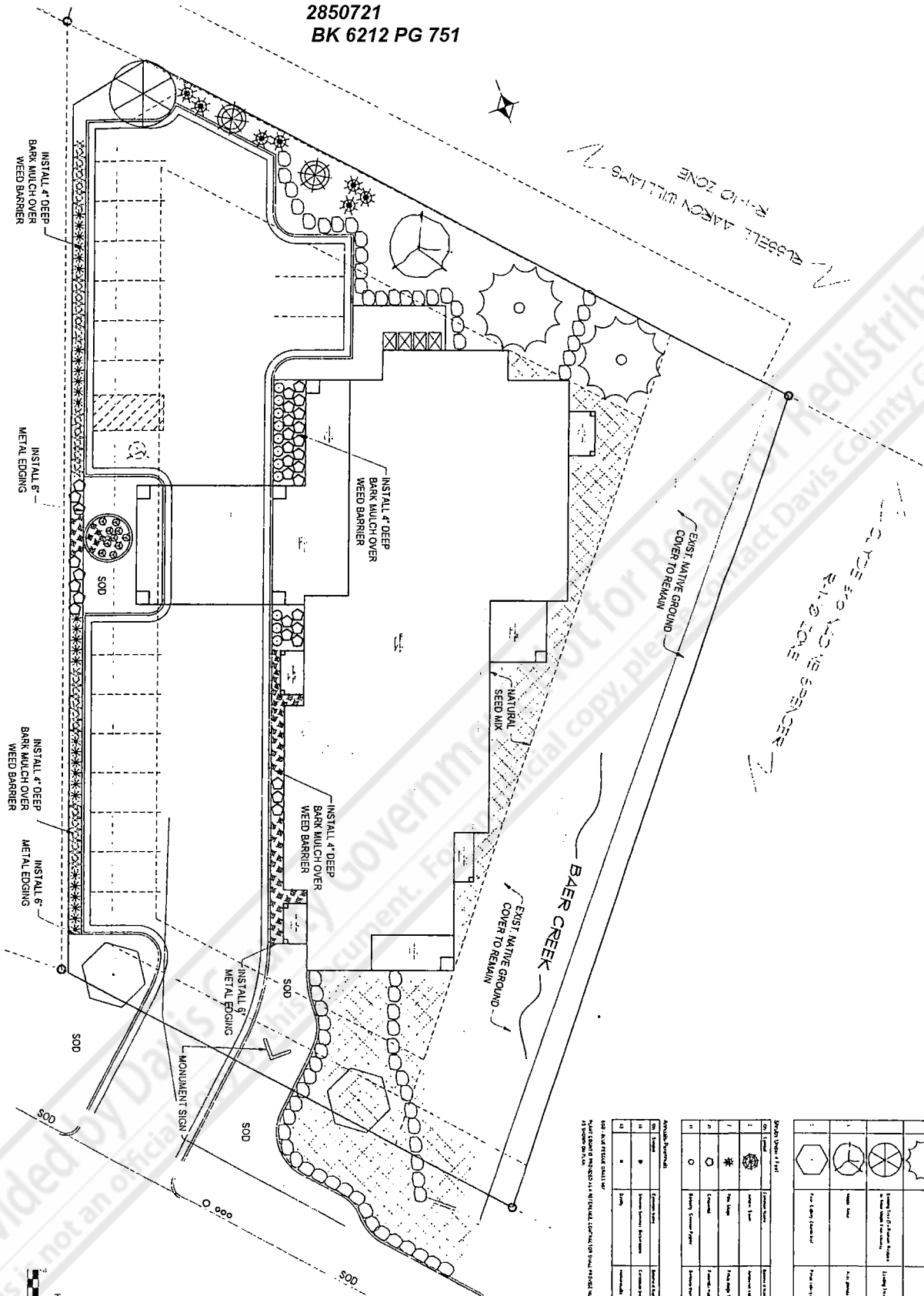
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12416 Shiloh Dr. Suite B Orem, UT 84057
Phone: (801) 475-1800 Fax: (801) 475-1800 Email: info@habitationsdesign.com

Baer Creek Assisted Living Center

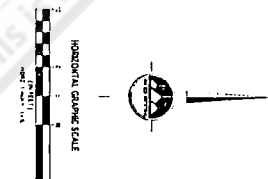
Materials legend

- A. Powder coated steel chimney cap w/Aged bronze color.
- B. Cut natural stone chimney cap (gray color - quarry quartz by Natural Stone Connection)
- C. Standing seam metal roof (painted steel w/ aged bronze color)
- D. 35 year architectural grade asphalt/fiberglass shingles (country gray color)
- E. 2-tiered fascia (aluminum w/ aged bronze color)
- F. Rough sawn timber corbel (Cabot – Pinecone stain color)
- G. 1x10 Rough sawn - Douglas Fir trim (Cabot - Pinecone stain color)
- H. Rough sawn timber header/ sills (Cabot - Pinecone stain color)
- I. Fiber-cement 8" lap siding (Sherwin Williams - Plymouth Green)
- J. Fiber-cement 6" shingle siding (Sherwin Williams - Tansy Green)
- K. Cut natural stone sill cap (gray color - quarry quartz by Natural Stone Connection)
- L. Thin cut natural stone veneer (Yosemite Ledge - by Natural Stone Connection)
- M. Rough sawn – Douglas Fir posts (Cabot - Pinecone stain color)
- N. Rough sawn - Douglas Fir pergola shade structure (Cabot - Pinecone stain color)
- O. Stainless steel cable handrail system

Exhibit E



NO.	SYMBOL	PLANT NAME	QUANTITY	REMARKS
1		Tree	10	10' x 12'
2		Shrub	20	6' x 8'
3		Ground Cover	100	1' x 1'
4		Tree	10	10' x 12'
5		Shrub	20	6' x 8'
6		Ground Cover	100	1' x 1'
7		Tree	10	10' x 12'
8		Shrub	20	6' x 8'
9		Ground Cover	100	1' x 1'
10		Tree	10	10' x 12'
11		Shrub	20	6' x 8'
12		Ground Cover	100	1' x 1'



**APPLE HOLLOW AT BAER CREEK
RETIREMENT HOME**
770 SOUTH MAIN STREET
KAYSVILLE CITY, UTAH

**LANDSCAPE
PLAN**
L 1.0

ENSIGN
Landscape Architecture
1000 S. 1000 E.
Suite 201
Lafayette, UT 84041
Phone: 801-541-1100
Fax: 801-541-1101

BALT LAKE CITY
Phone: 801-541-1100
Fax: 801-541-1101

TOOELE
Phone: 801-541-1100
Fax: 801-541-1101

CEGAR CITY
Phone: 801-541-1100
Fax: 801-541-1101

UTAH
Phone: 801-541-1100
Fax: 801-541-1101