

BT
ATTACHMENT "A"



W2969930

E# 2969930 PG 1 OF 12
LEANN H KILTS, WEBER COUNTY RECORDER
15-MAR-19 1039 AM FEE \$32.00 DEP DC
REC FOR: SYCAMORE PLACE

ORDINANCE NO. 22-2018

An Ordinance Of The City Of West Haven, Utah Approving And Adopting The Master Development Agreement - Sycamore Lane Development; And Providing For An Effective Date.

07 Nov 18

15-684-0007-0059 ✓ 100

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the ___ day of October, 2018 the (“Effective Date”), by and between City of West Haven, a Utah municipal corporation (the “City”), and Rich Development LLC, a Utah limited liability company (“Rich”).

RECITALS:

The City acknowledges that Rich will develop for Rich’s client the property located in City of West Haven consisting of 11.5 +/- acres designated as Weber County Tax Parcel #:150940112 located at 2297 W 2550 S. Project to include public roads, 135 two story, double car garage, 2 story townhomes.

A. RICH will build a townhome project consisting of 135 townhome units (sample exhibit A). Units will consist of two stories, 2 car garage, and 2 external parking spaces. Exterior of the units to be a mix of painted brick, hardieplank siding, and stucco.

B. RICH will construct the development as agreed to and approved by the mixed use zoning ordinance, which was approved by city council. All costs to be incurred by RICH

C. RICH will have in place all escrow moneys for infrastructure per city requirements prior to construction

D. All city roads will be constructed to industry standards and construction drawings approved by the city staff (exhibit B). Public Roads will be 60’ with curb and gutter, and sidewalk on both sides.

E. All utilities and infrastructure will be provided by RICH, to include sewer, culinary water, secondary water, electrical power, natural gas, and communication lines

F. RICH Agrees to construct at west entrance to the development a city park see (exhibit C) that will be located on both sides of the public street. Construction will include all details on the landscape plan, to include but not limited to, irrigation system, vegetation, grass. The west side to include open grass area and playground equipment. The east side to include open area with 2 pickle ball courts. Maintenance of the park will be under the direction of the city. RICH agrees to mow the lawns, based off discussion with the city, as part of the development HOA. Mowing maintenance will be maintained by RICH until such time the city expands the park. All other maintenance of the park such as weed control, irrigation, and equipment upkeep is responsibility of the city.

G. RICH Agrees to place a street light at 2550 S west entrance

H. Fencing installed at the parks will be a picket barrier fence as determined by the city. All fencing to provide privacy between the development and adjacent developments will be installed.

I. All maintenance and up keep of the development will be maintained by an HOA agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.

2. **Development of the Property.** The Property shall be developed as authorized under the multi-use zone approved by the West Haven City Council. All development and use of the Property shall be subject to the conditions of the multi-use zone as well as the terms and conditions of this Agreement and all applicable City Ordinances.

3. **Acquisition of Rights of Way.** RICH shall convey all rights of way to contain the Public Streets. Rights of way shall be granted to all utility companies to provide necessary utilities. Rights of way will be designated by accepted drawings

4. **Funding.** The City understands that RICH may commence construction as soon as all plans are approved and recorded, and RICH accordingly represents and warrants that it will have sufficient funds to pay for the City's Public Streets and improvements agreed to under this Agreement.

5. **Time Frames and Deadlines.** Nothing in this Agreement is intended to extend or waive any applicable time frame or deadline as set forth in applicable City Ordinances.

6. **Default.** In the event any party fails to perform its obligations hereunder or to comply with the terms of this Agreement, the non-defaulting party shall provide the defaulting party written thirty (30) day cure period; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period., then the defaulting party shall have such additional time as is reasonably necessary to cure such default, provided that the defaulting party commences to cure such default within such thirty (30) day period and proceeds to cure such default with diligence and continuity. All notices of default shall be provided in accordance with the Notice provisions set forth below. In the event the defaulting party does not cure the default within the cure period or enter into a written agreement with the non-defaulting party for curing the default within a reasonable time, acceptable to the non-defaulting party in its reasonable discretion, the non-defaulting party may, at its election, have the following remedy or remedies:

(a) All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages.

(b) The right to withhold all further approvals, licenses, permits or other rights associated with the particular parcel or building to which the default is applicable until such default has been cured.

(c) The rights and remedies set forth herein above shall be cumulative.

7. **Assignment.** The parties acknowledge that the provisions of this Agreement and the City's decision to enter this Agreement are specifically based on RICH performing work and completing the project. Therefore, RICH shall not assign its obligations under this Agreement or any rights or interests herein without giving prior, express written notice to consent of the City. The City may withhold its consent in the event a proposed assignee does not demonstrate the same potential financial benefit to the City as RICH is projected to provide; provided, however, the City may not withhold its consent if the assignee is an affiliate of RICH (i.e., an entity that controls, is controlled by or is under common control with RICH). Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment. No party shall transfer, assign, sell, lease, encumber, or otherwise convey its rights and obligations under this Agreement separate from that party's interest in the Property except for the sale of Townhomes within the Project.

8. **Other Agreements.**

(a) **Ownership.** RICH hereby warrants and represents that it has full authority to enter into the terms of this Agreement.

(b) **Notice.** All notices required or desired to be given hereunder shall be in writing and shall be deemed to have been provided on the date of personal service upon the party for whom intended or upon receipt if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the parties at the following address.

Developer: Doug Rich
 Rich Development
 1166 W 2615 S
 Syracuse, UT 84075

City: City Of West Haven
 Attn: Steve Anderson
 4150 S 3900 W
 West Haven, UT 84401

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

(c) Attorney's Fees. Each party agrees that should it default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorneys fee which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing a lawsuit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

(d) Entire Agreement. This Agreement, together with the Exhibits attached hereto and documents referenced herein, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.

(e) Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

(f) Construction of Agreement. This Agreement shall be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling countervailing public interest. For purposes of this Agreement and the construction of its terms, the parties acknowledge that both participated in the drafting of this Agreement and neither shall be considered the drafter.

(g) Non-Liability of City Officials, Employees and Others. No officer, representative, agent or employee of the City shall be personally liable to RICH or any successor in interest or assignee of RICH in the event of any default or breach by the City, or for any amount which may become due RICH, or its successors or assigns, or for any obligation(s) arising under the terms of this Agreement.

(h) No Third Party Rights. Unless otherwise specifically provided herein, the obligations of C and the City set forth in this Agreement shall not create any rights in or obligations to any other persons or third parties.

(i) Binding Effect. This Agreement shall be binding upon the parties hereto and their respective officers, agents, employees, successors and assigns, as permitted herein.

(j) Termination. In addition to any other enforcement right or remedy provided herein, and notwithstanding anything in this Development Agreement to the contrary, it is hereby agreed by the parties hereto that in the event the Project is not completed within two (2) years of the date of this Agreement, or in the event RICH does not comply with the provisions of this Agreement, the City shall have the right, but not the obligation, at the sole discretion of the City, to terminate this Agreement. Any termination may be effected by the City by giving written notice of intent to terminate to RICH at its last known address, as set forth herein. Whereupon RICH shall have sixty (60) days during which RICH shall be given the opportunity to correct any alleged deficiencies and to take appropriate steps to commence and/or complete the Project. In the event RICH fails to correct the alleged deficiencies or to take appropriate steps to commence or complete the Project as provided herein, the City shall be released from any further obligations under this Agreement and may terminate the same by written notice to RICH.

(k) Governing Law and Jurisdiction. The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. The parties to this Agreement agree that any judicial action associated with the Agreement shall be taken in the Utah state or federal court of competent jurisdiction.

(l) No Waiver. Any party's failure to enforce any provision of the Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

(m) Severability. If any portion of this Agreement is held to be unenforceable by court of competent jurisdiction, any enforceable portion thereof and the remaining provisions shall continue in full force and effect.

(n) Exhibits. Exhibit A and B attached hereto are hereby incorporated herein by this reference.

(o) Time of Essence. Time is expressly made of the essence with respect to the performance of each and every obligation hereunder.

(p) Knowledge. The parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to consult with legal counsel of their choice.

(q) Supremacy. Other than the conditions of the Conditional Use Permit, in the event of any conflict between the terms of this Agreement and those of any document referred to herein, this Agreement shall govern.

(r) No Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

(s) Priority. This Agreement shall be recorded against the Property senior to any protective covenants and any debt security instruments encumbering the Property.

(t) Amendment. This Agreement may be amended only in writing signed by the parties hereto.

(u) Force Majeure. Neither party hereto shall be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to acts of God, acts of the United States Government or the State of Utah, fires, floods, or other casualties or causes beyond the reasonable control and without the fault or negligence of the party obligated to perform hereunder; provided the party seeking relief under the provisions of this Section: (1) notifies the other party in writing of a force majeure event within fifteen (15) days following the affected party's knowledge of the occurrence of the claimed force majeure event, and (2) promptly resumes the keeping and performance of the affected obligations after such cause has come to an end. Each party shall make every reasonable effort to keep delay in performance as a result of such a cause to a minimum.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

CITY:

WEST HAVEN CITY

By Sharon Bolos
Name: Sharon Bolos
Mayor

By Shanda Kerey
Name: Shanda Kerey City
Recorder

RICH:

Doug Rich
Rich Development

By: Doug Rich
Name: Doug Rich

ORDINANCE NO. 22-2018

AN ORDINANCE OF THE CITY OF WEST HAVEN, UTAH APPROVING AND ADOPTING THE MASTER DEVELOPMENT AGREEMENT - SYCAMORE LANE DEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Section 1 - Recitals:

WHEREAS, the City Council finds that the planning commission has caused to be prepared and has recommended to the City Council a zoning ordinance and general plan; and,

WHEREAS, the City Council finds that the planning commission has caused to be prepared and has recommended to the City Council a Master Development Agreement ("*Agreement*") for the Sycamore Lane Development representing the commission's recommendations for development of the proposed project area within the municipality; and,

WHEREAS, the City Council finds that the Agreement has been subjected to the required public hearing prior to its adoption; and,

WHEREAS, the City Council finds that under Utah Code §10-9a-305(8)(a) and §10-9a-509, the City Council may lawfully adopted development plans and schedules by ordinance as recommended by the Planning Commission; and,

WHEREAS, upon petition to and based on the recommendation of the West Haven City Planning Commission, the City Council determines it to be in the best interest of the City to adopt the proposed Agreement; and,

WHEREAS, the City Council finds that such a change follows the City's General Plan; and,

WHEREAS, the City Council finds that the public convenience and necessity, public safety, health and welfare is at issue and requires action by the City as noted above;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WEST HAVEN, UTAH:

The Development Agreement By And Between The City Of West Haven And Rich Development, LLC, For The Sycamore Lane Development, attached as Attachment "A", and fully incorporated by this reference, is approved and adopted.

The foregoing recitals are fully incorporated herein.

Section 2 - Repealer of Conflicting Enactments:

All orders, ordinances and resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Ordinance, are, for such conflict, repealed, except this repeal will not be construed to revive any act, order or resolution, or part, repealed.

Section 3 - Prior Ordinances and Resolutions:

The body and substance of all prior Ordinances and Resolutions, with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

Section 4 - Savings Clause:

If any provision of this Ordinance be held or deemed or will be invalid, inoperative or unenforceable, such invalidity will not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Ordinance being deemed the separate independent and severable act of the City Council of West Haven City.

Section 5 - Date of Effect

BE IT FURTHER ORDAINED this Ordinance will become effective on the 7th day of November, 2018 and after publication or posting as required by law.

DATED this 7th day of November, 2018

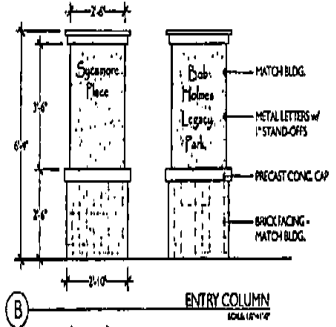
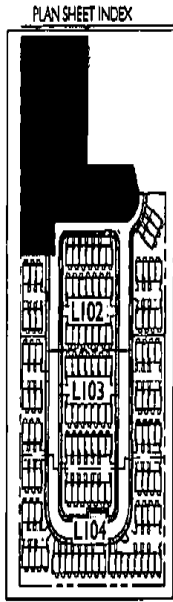
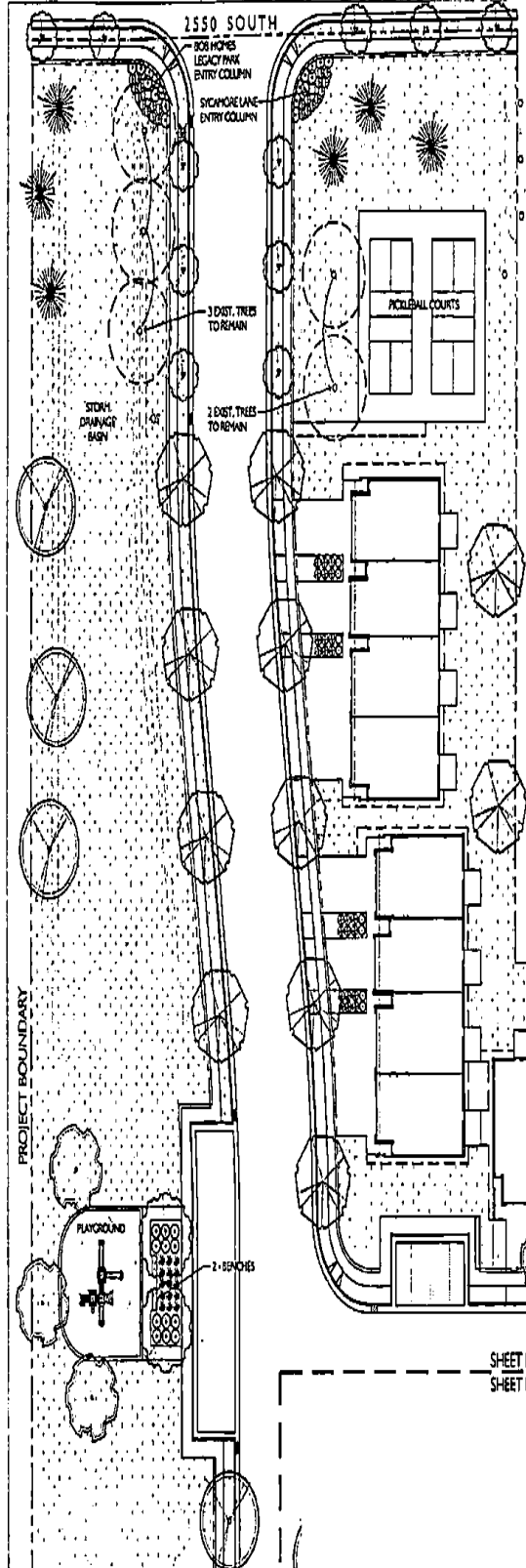
WEST HAVEN, a municipal corporation

by: Sharon Bolos
Mayor Sharon Bolos

Attested and recorded

Shanda Reney
Shanda Reney, CMC
City Recorder

Exhibit C



LANDSCAPE SCHEDULE

Qty	Symbol	Species Name	Common Name	Size
TREES				
26	(Symbol)	Acacia bracteata 'A. phaeoloba' Kahlbom	Norwegian Spruce Plant	2" Cal.
18	(Symbol)	Amelanchier alnifolia Autumn Brilliance	Autumn Brilliance Serviceberry	2" Cal.
26	(Symbol)	Geodica vici, rambo Imperial	Imperial Honeylocust	2" Cal.
21	(Symbol)	Malus Spring Snow	Snow Show Crabapple	2" Cal.
13	(Symbol)	Springer's Redbud 'Royal Blue'	Japanese Tree Lilac	2" Cal.
37	(Symbol)	Zelkova serrata 'Green Vase'	Green Vase Zelkova	2" Cal.
SHRUBS				
78	(Symbol)	Ligustrum vulgare 'Lodestar'	Lodestar Privet	2 Gal.
71	(Symbol)	Physocarpus opulifolius 'Troy Wine Gold'	Troy Wine Gold Ninebark	2 Gal.
96	(Symbol)	Physocarpus opulifolius 'Troy Wine'	Troy Wine Ninebark	2 Gal.
24	(Symbol)	Potentilla fruticosa 'Saborada'	Cream Brulee Potentilla	2 Gal.
26	(Symbol)	Potentilla fruticosa 'Sue's Red'	Red Bellefleur Potentilla	2 Gal.
132	(Symbol)	Physalis peruviana 'Coral Luster'	Coral Luster Lantana	2 Gal.
110	(Symbol)	Taxus canadensis densata	Dense Japanese Yew	2 Gal.
ORNA-MENTAL GRASSES				
59	(Symbol)	Chloroglyphis a scabellus 'Star Foxtail'	Star Foxtail Foxtail Grass	2 Gal.
194	(Symbol)	Festuca mini	Mini Fescue	2 Gal.
67	(Symbol)	Meibomia strobilata 'Dixie'	Dixie Maiden Grass	2 Gal.
151	(Symbol)	Pennisetum orientale 'Larkspur Road'	Larkspur Road Fountain Grass	2 Gal.
TURF				
0.0003 A	(Symbol)	Chlorophytum boscii	Scd	
0.0003 B	(Symbol)	Discaria cuneata, 3/4" Cracked w/ Wood Barker - All Florists	3/4" depth	

LANDSCAPE GENERAL NOTES

- Contractor shall locate and verify the existence of all utilities within project area prior to commencement of work.
- Do not commence planting operations until rough grading has been completed.
- All plants shall bear the same relationship to finished grade as the original grade before grading.
- All alterations to these drawings during construction shall be approved by the Project Representative and recorded on the field work by the Contractor.
- Pre-emergent herbicide shall be used prior to mulch placement.
- All plant materials shall conform to the minimum guidelines established by the American Standard for Nursery Stock, published by the American Nursery Association, Inc.
- All plants to be balled and burlapped or container grown, unless otherwise noted on the plans.
- The contractor shall supply all plants in quantities sufficient to complete the planting shown on the drawings.
- Any proposed substitutions of plant species shall be made with plants of equivalent overall form, height, branching habit, flower, leaf color, fruit and culture only as approved by the Project Representative.
- The Contractor shall locate and verify all existing utility lines prior to planting and shall report any conflicts to the Landscape Architect.
- Soil location of all proposed planting for approval by the Landscape Architect prior to commencement of planting.
- All soil areas shall receive four inches (4") of topsoil prior to planting. All shrubs, groundcover, and perennial beds shall receive four inches (4") of topsoil prior to planting.
- Submit topsoil report prepared by a qualified soil testing laboratory prior to soil placement. Topsoil that meets the following mechanical analysis:
 - Sand (0.075 - 2.0 mm Dia.) 20 - 70%
 - Clay (0.002 - 0.075 mm Dia.) 10 - 70%
 The max. retained on a #10 sieve will be 15 percent. The topsoil will meet the following analysis criteria: pH Range of 5.5 to 8.2, a min. of 4% and max. of 8% organic matter content and free of stones 2" or larger. Soluble salts < 2.0 meq/l or meq/mole and sodium absorption ratio (sar) < 6.
- All tree depth and plant beds to receive mulch as specified in the Landscape Schedule.
- Provide a 2 year warranty for trees and shrubs as required by Highland City.



PLAYWORLD - RJN-1487



LANDSCAPE ARCHITECTURE & LAND PLANNING

POTOMAC BUSINESS CENTER
4848 SOUTH TOWNE 25.0
5415 LAKE CITY LANE #4102
PARKING 881.554. 6146
SCOTT@SDBDESIGN.COM



DATE: 11/23/16

REV. DESCRIPTION DATE

REV.	DESCRIPTION	DATE
1	ISSUE FOR PERMIT	11/23/16
2	REV. DESCRIPTION DATE	

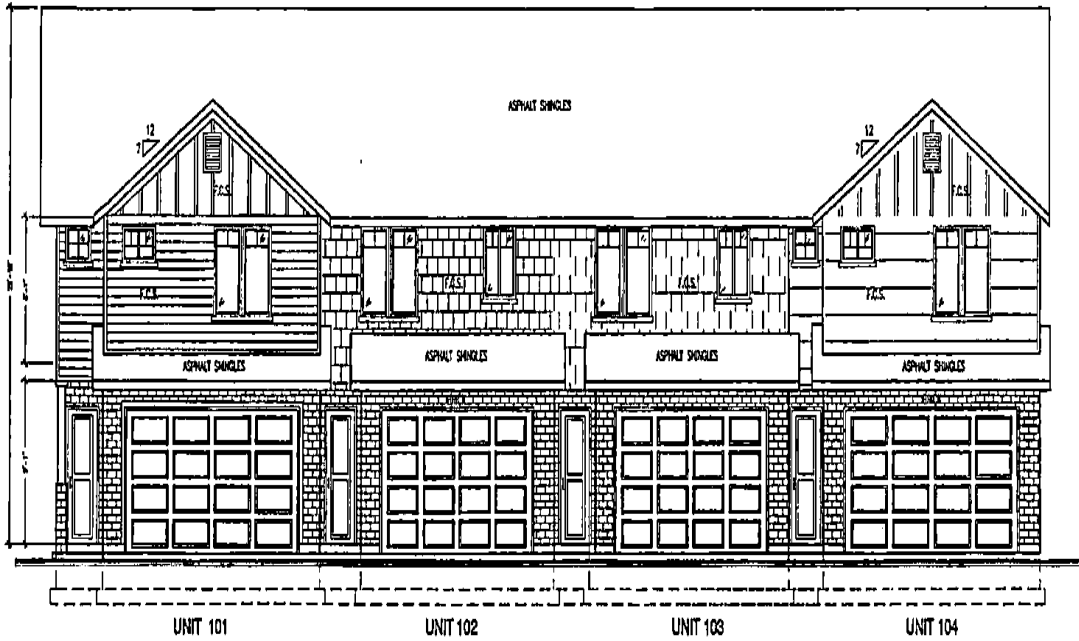
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SYCAMORE LANE
2300 WEST 2550 SOUTH
WEST HAVEN, UTAH

BOB HOLMES
LEGACY PARK

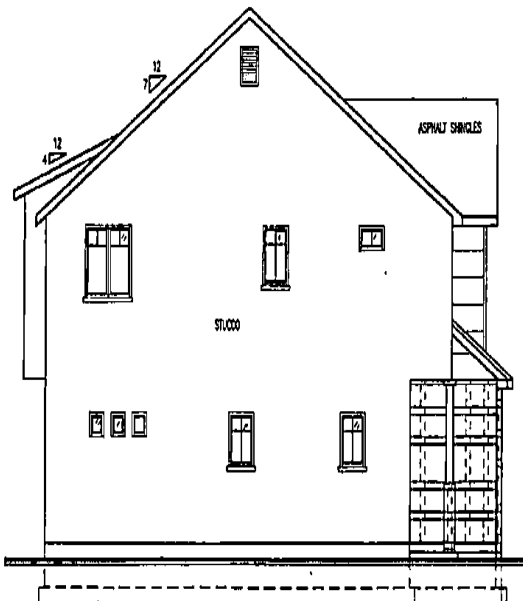
L101

Exhibit A



FRONT ELEVATION

SCALE 1/4" = 1'-0" 24x36
1/8" = 1'-0" 11x17



LEFT ELEVATION

SCALE 1/4" = 1'-0" 24x36
1/8" = 1'-0" 11x17

STRUCTURAL ONLY



ROCK WORK

CONCRETE REINFORCED BRICK TO BE FINISHED IN ROCK OR STUCCO AND STUCCO TO BE FINISHED IN BRICK. ALL OF THE ROCK AND STUCCO SHALL BE FINISHED TO MATCH THE EXISTING ROCK.

CONCRETE REINFORCED BRICK TO BE FINISHED IN ROCK OR STUCCO AND STUCCO TO BE FINISHED IN BRICK. ALL OF THE ROCK AND STUCCO SHALL BE FINISHED TO MATCH THE EXISTING ROCK.

ROCK SHALL BE FINISHED TO MATCH THE EXISTING ROCK. ALL OF THE ROCK SHALL BE FINISHED TO MATCH THE EXISTING ROCK.

ALL STUCCO AND REINFORCED BRICK SHALL BE FINISHED TO MATCH THE EXISTING STUCCO.

EXTERIOR WALL COVERING

ALL EXTERIOR CONCRETE SHALL BE FINISHED IN BRICK. ALL OF THE CONCRETE SHALL BE FINISHED TO MATCH THE EXISTING CONCRETE.

ROCK SHALL BE FINISHED TO MATCH THE EXISTING ROCK. ALL OF THE ROCK SHALL BE FINISHED TO MATCH THE EXISTING ROCK.

ASPHALT SHINGLES - REINFORCED BRICK, CONCRETE AND STUCCO SHALL BE FINISHED TO MATCH THE EXISTING ASPHALT SHINGLES.

ATM VENTILATION

ALL ATM VENTILATION SHALL BE FINISHED TO MATCH THE EXISTING ATM VENTILATION.

THE NET FREE VENTILATION SHALL BE AT LEAST 1/300 OF THE AREA OF THE SPACE VENTILATED. COPY THE NET AREA OF THE VENTILATION SHALL BE AT LEAST 1/300 OF THE AREA OF THE SPACE VENTILATED.

FINISH ADDRESS

BRICK SHALL BE FINISHED TO MATCH THE EXISTING BRICK. ALL OF THE BRICK SHALL BE FINISHED TO MATCH THE EXISTING BRICK.

UNIT A

FINISHED FLOOR AREA	
FINISH FLOOR	385 SQ. FT.
CEILING FLOOR	385 SQ. FT.
TOTAL FLOOR	770 SQ. FT.
GARAGE	378 SQ. FT.

UNIT B

FINISHED FLOOR AREA	
FINISH FLOOR	385 SQ. FT.
CEILING FLOOR	385 SQ. FT.
TOTAL FLOOR	770 SQ. FT.
GARAGE	378 SQ. FT.

NOTES: UNLESS OTHERWISE SPECIFIED

RICH DEVELOPMENT
2200 W. 1000 S. PLAZA #4-UNIT
SALT LAKE CITY, UTAH 84119
WEST HAVEN, UTAH

FRONT & LEFT ELEVATIONS

DATE: 11/12/18
SCALE: 1/4" = 1'-0" 24x36
DRAWN BY: LCS
FILE: SVC. 4-UNIT
SHEET: A1

REV. DATE BY DESCRIPTION