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LEANN H KILTS, WEBER COUNTY RECORDER  
03-OCT-19 1238 PM FEE \$ 0.00 DEP ZG  
REC FOR: WEST HAVEN CITY

**ORDINANCE NO. 15-2019**

**AN ORDINANCE OF THE CITY OF WEST HAVEN, UTAH APPROVING AND ADOPTING THE DRAFT MASTER DEVELOPMENT AGREEMENT - WASATCH MEADOWS PHASE 1; 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 Draft Master Development Agreement ("*Agreement*") for the Wasatch Meadows ~~Phase 1~~ 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 Infinity G, LLC, For The Wasatch Meadows ~~Phase 1~~, 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and adopted which have been adopted by the City, or parts, which conflict with this Ordinance, are, for such conflict, repealed, except this repeal will not be construed to revive any act, order or resolution, or part, repealed.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 15<sup>th</sup> day of May, 2019 and after publication or posting as required by law.

DATED this 15<sup>th</sup> day of May, 2019

WEST HAVEN, a municipal corporation

by: Sharon Bolos  
Mayor Sharon Bolos

Attested and recorded

Shanda Reney  
Shanda Reney, CMC  
City Recorder

# ATTACHMENT "A"

## ORDINANCE NO. 15-2019

An Ordinance Of The City Of West Haven, Utah Approving And Adopting The Draft Master Development Agreement - Wasatch Meadows ~~Phase 1~~; And Providing For An Effective Date.

15 May 19

**DEVELOPMENT AGREEMENT**  
**Wasatch Meadows Subdivision**

This Development Agreement (this "**Agreement**") is made and entered into and made effective as of the date entered below (the "**Effective Date**"), by and among West Haven City, a municipality and political subdivision of the State of Utah (the "**City**") and Infinity G, LLC, a Utah limited liability company (the "**Developer**"). The City and Developer may from time to time be collectively referred to as the "**Parties**," and each may be referred to individually as "**Party**."

**RECITALS**

A. Developer has prepared and presented to the City a development application for the Wasatch Meadows Subdivision development (hereinafter referred to as the "**Project**"). The application package has been submitted and is being reviewed by the City pursuant to the requirements of the City Code and related protocols and policies and other applicable zoning, engineering, fire safety and building requirements. The resulting preliminary and final approved development plan, preliminary and final approved site plan, preliminary and final approved subdivision plat, approved engineering drawings, conveyance documents, title reports and other documents submitted during the City's review and approval process will be referred to herein as the "**Wasatch Meadows Development Documents**" or the "**Development Documents**".

B. Pursuant to the authority of *Utah Code Ann.* § 10-9a-102(2) and the specific provisions of the City Code, the City has determined to enter into this Agreement with Developer for the purpose of finalizing certain obligations of the Parties with respect to the Project, and such other matters as the City and the Developer have agreed.

**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 hereby agree as follows:

**ARTICLE I**  
**LEGAL AUTHORITY AND PURPOSE**

- 1.1 **City Laws and Purpose.** The City represents that it has the legal authority to enter into and perform its obligations under this Agreement and that the City has determined that this Agreement effectuates the above-referenced public purposes, objectives and benefits.
- 1.2 **Conditions Precedent.** Each of the Parties is entering into this Agreement in anticipation of the satisfaction of certain conditions precedent, which, if not satisfied, will frustrate the purposes of this Agreement. Accordingly, if the Conditions Precedent are not satisfied or otherwise waived by the Parties, this Agreement shall be rendered null and void and none of the Parties shall have any further obligation to the other arising out of this Agreement. The Parties recognize that some of the Conditions Precedent may be

satisfied contemporaneously with or prior to the execution of this Agreement, but such Conditions Precedent have been identified herein for purposes of setting forth the intent of the Parties. For purposes of this Agreement, the following shall constitute the "**Conditions Precedent**":

1.2.1 the final non-appealable approval and acceptance of this Agreement by the City Council;

1.2.2 the final conditional administrative approval of the subdivision plat for Wasatch Meadows Phase 1;

1.2.3 recording of the Wasatch Meadows Phase 1 plat.

## ARTICLE II PROJECT DEVELOPMENT

### 2.1 Developer Obligations.

2.1.1 **Development.** The Project will consist of the improvements as shown in **Exhibit A** and shall include these specific items.

- A. Developer to install Street lights in accordance with West Haven City standards, placed at the 3500 West entrances to subdivision. One at 4150 South 3500 West and one at 4200 South 3500 West. Electric power usage shall be paid by West Haven City.
- B. Developer to install and pay for sidewalk and gutter on west side of 3500 West abutting subdivision.
- C. Minimum setbacks: 5' side yards; 20' front and rear yards.
- D. Any required detention basin in the Project will either be owned by the adjacent lot owner and maintained by such or be a separate parcel to be owned and maintained by an HOA established by Developer.
- E. Developer shall begin the Project within 2 years of final approval from West Haven City and will complete the Project within 10 years of same approval.
- F. Developer shall ensure that any builder involved in the Project will use at least 2 of the following materials on the front elevation of each home: Stucco, brick, rock, synthetic rock or fiber cement board. Vinyl and metal siding are excluded from being used. Side and back elevations shall be designed and built to be consistent with Exhibit B. A minimum of 30% of the homes in each phase shall be built with at least one architectural feature on the back elevation, similar to exhibit B.

### 2.1.2 Conveyance or Dedication of Required Easements.

- A. **Easements.** Developer shall convey or dedicate to the City or other applicable utility provider at no cost such required utility easements on or across the Project as are necessary to facilitate the extension of required utility services to and throughout the Project.

### 2.13 City Obligations.

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- A. West Haven City to install and pay for 3500 West widening asphalt and sub material as per West Haven City Capital Facilities plan.
- B. Developer to install Street lights placed at entrance to subdivision. One at 4150 South 3500 West and one at 4200 South 3500 West. Electric power usage shall be paid by West Haven City.
- C. West Haven City shall own and maintain, as City deems necessary, the 50' Howard Slough buffer on Subdivision West boundary.

**2.14 Development to be Consistent with the Development Documents.** Except as expressly provided in this Agreement, all development, whether by the Developer or a successor in interest, will be consistent with this Agreement and the approved Development Documents.

## ARTICLE III DEFAULT AND COSTS

**3.1 Default.** In the event of a failure by any party to comply with the commitments set forth herein, within thirty (30) days of written notice of such failure from the other party, the non-defaulting party shall have the right to pursue any or all of the following remedies, which right shall be cumulative:

3.1.3 To cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and

2.1.2 To enforce all rights and remedies available at law and in equity including, but not limited to, injunctive relief, specific performance and/or damages.

**3.2 Court Costs and Attorneys' Fees.** In the event of any legal action or defense between the Parties arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party shall be entitled, in addition to the remedies and damages, if any awarded in such proceedings, to recover their costs and reasonable attorneys' fees.

## ARTICLE IV GENERAL MATTERS

**4.1 Amendments.** Any alteration or change to this Agreement shall be made only after complying with the same procedures followed for the adoption and approval of this Agreement.

**4.2 Laws and Forum.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns and shall be construed in accordance with Utah law. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Weber County, Utah.

- 4.3 **Legal Representation.** Each of the Parties hereto acknowledge that they either have been represented by legal counsel in negotiating this Agreement or that they had the opportunity to consult legal counsel and chose not to do so.
- 4.4 **No Third-Party Rights.** Unless otherwise specifically provided herein, the obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any other persons or third parties.
- 4.5 **Notices.** All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally or when deposited in the United States mail, by registered or certified mail, addressed as follows:

The City: West Haven City  
4150 S. 3900 W.  
West Haven, Utah 84401 Attention: Steve  
Anderson

Developer: Infinity G, LLC  
5925 S. 2450 E.  
Ogden, Utah 84403  
Attention: Kevin Glasmann

Such addresses may be changed by notice to the other party given in the same manner as above provided. Any notice given hereunder shall be deemed given as of the date delivered or mailed.

- 4.6 **Entire Agreement.** This Agreement, together with the Exhibit attached hereto, documents referenced herein, and all regulatory approvals given by the City for the Project, contain and constitute the entire agreement.
- 4.7 **Effective Date .** This Agreement shall be effective upon the signing and execution of this Agreement by all Parties which, upon its occurrence, shall be deemed to have occurred as of the Effective Date.
- 4.8 **Termination.** This Agreement shall terminate upon mutual written agreement of the parties hereto, failure of the Conditions Precedent to occur on or before one year after the Effective Date.
- 4.9 **Further Action.** The Parties hereby agree to execute and deliver such additional documents and to take all further actions as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Development Agreement.

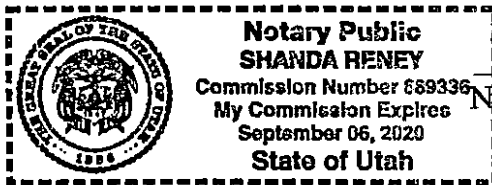
WEST HAVEN CITY, a municipality and political subdivision of the State of Utah

By: Sharon Bolos  
Its: Mayor

STATE OF UTAH )  
: ss.  
COUNTY OF WEBER )

On this 29 day of May, 2019, personally appeared Sharon Bolos, known or identified to me to be the Mayor of West Haven City and the person who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Shanda RENEY  
Notary Public for Utah

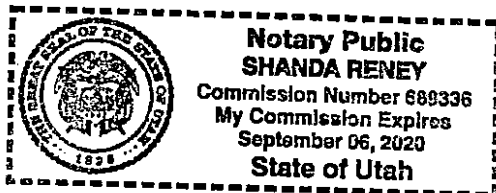
INFINITY G, LLC,  
a Utah limited liability company,

By: [Signature]  
Its: Manager / Member

STATE OF UTAH )  
: ss.  
COUNTY OF WEBER )

On this 5 day of May, 2019, personally appeared Kevin Glassman, known or identified to me to be the Managing member of Infinity G, LLC, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Shanda RENEY  
Notary Public for Utah



# Parcel "A"

Exhibit A

## As-Surveyed Description

A PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT AN ANGLE POINT ON THE EAST BOUNDARY OF LOT 106, ROCKY MOUNTAIN MEADOWS SUBDIVISION PHASE NINE BEING A POINT LOCATED 2031.00 FEET SOUTH 89°19'02" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER AND 504.81 FEET SOUTH 00°00'00" WEST FROM THE NORTH QUARTER CORNER OF SAID SECTION 9;

RUNNING THENCE SOUTH 89°16'27" EAST (SOUTH 89°19'02" EAST BY RECORD) 306.78 FEET TO THE NORTHWEST CORNER OF GENETTI FARMS PHASE 6 SUBDIVISION; THENCE SOUTH 00°18'04" EAST 167.86 FEET TO THE SOUTHWEST CORNER OF SAID GENETTI FARMS PHASE 6 SUBDIVISION; THENCE SOUTH 18°03'57" EAST (SOUTH 18°04'00" EAST BY RECORD) 158.43 FEET; THENCE SOUTH 89°17'16" EAST 265.00' FEET TO THE CENTERLINE OF 3500 WEST STREET; THENCE SOUTH 00°42'44" WEST 500.95 FEET ALONG SAID CENTERLINE TO A POINT ON THE PROJECTION OF THE NORTH BOUNDARY LINE OF REGAL COUNTRY ESTATES PHASE 1; THENCE NORTH 89°15'11" WEST 848.64' FEET ALONG SAID PROJECTION AND THEN THE NORTH BOUNDARY LINE OF SAID REGAL COUNTRY ESTATES PHASE 1 AND THEN REGAL COUNTRY ESTATES PHASE 4 TO THE SOUTHEAST CORNER OF LOT 116, ROCKY MOUNTAIN MEADOWS SUBDIVISION PHASE NINE B; THENCE ALONG THE EAST BOUNDARY LINE OF SAID ROCKY MOUNTAIN MEADOWS SUBDIVISION PHASE NINE B THE FOLLOWING THREE (3) COURSES; (1) NORTH 26°08'04" EAST 37.98 FEET (37.72 BY RECORD); (2) NORTH 05°55'32" EAST 105.56 FEET; AND (3) NORTH 12°06'38" EAST 176.67 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SAID ROCKY MOUNTAIN MEADOWS SUBDIVISION PHASE NINE; THENCE ALONG SAID EAST BOUNDARY LINE NORTH 18°28'56" EAST 531.07 FEET TO THE POINT OF BEGINNING. CONTAINING 11.847 ACRES. LESS THAT PORTION LYING WITHIN THE 3500 WEST STREET 33.00 WIDE RIGHT-OF-WAY FOR A NET ACREAGE OF 11.468 ACRES.

Serial No 08-050-0134



EXHIBIT B

