

ORDINANCE NO. 26-2018



W3009023

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

E# 3009023 PG 1 OF 17
LEANN H KILTS, WEBER COUNTY RECORDER
09-OCT-19 247 PM FEE \$1.00 DEP DC
REC FOR: WEST HAVEN, CITY

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 Knudsen Corner 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 adopt 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 Project Funding III LLC, For The Knudsen Corner 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and adopted which have been adopted by the City, or parts, which conflict with this Ordinance, are, for such conflict, repealed, except this repeal will not be construed to revive any act, order or resolution, or part, repealed.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:

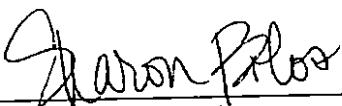
If any provision of this Ordinance be held or deemed or will be invalid, inoperative or unenforceable, such invalidity will not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Ordinance being deemed the separate independent and severable act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

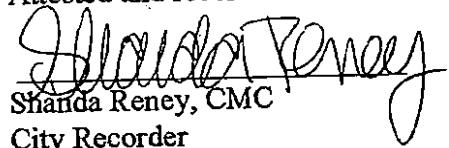
DATED this 7th day of November, 2018

WEST HAVEN, a municipal corporation

by: 

Mayor Sharon Bolos

Attested and recorded


Shanda Reney, CMC
City Recorder

ATTACHMENT "A"

ORDINANCE NO. 26-2018

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

07 Nov 18

DEVELOPMENT AGREEMENT

Knudsen Corner

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 Project Funding III 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 Knudsen Corner 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 “**Knudsen Corner 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 formalizing 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”:

- 1.5.1 the final non-appealable approval and acceptance of this Agreement by the City Council;
- 1.5.2 the final conditional administrative approval of the subdivision plat for Knudsen Corner;
- 1.5.3 recording of the Knudsen Corner plat.

ARTICLE II PROJECT DEVELOPMENT

2.1 Developer Obligations.

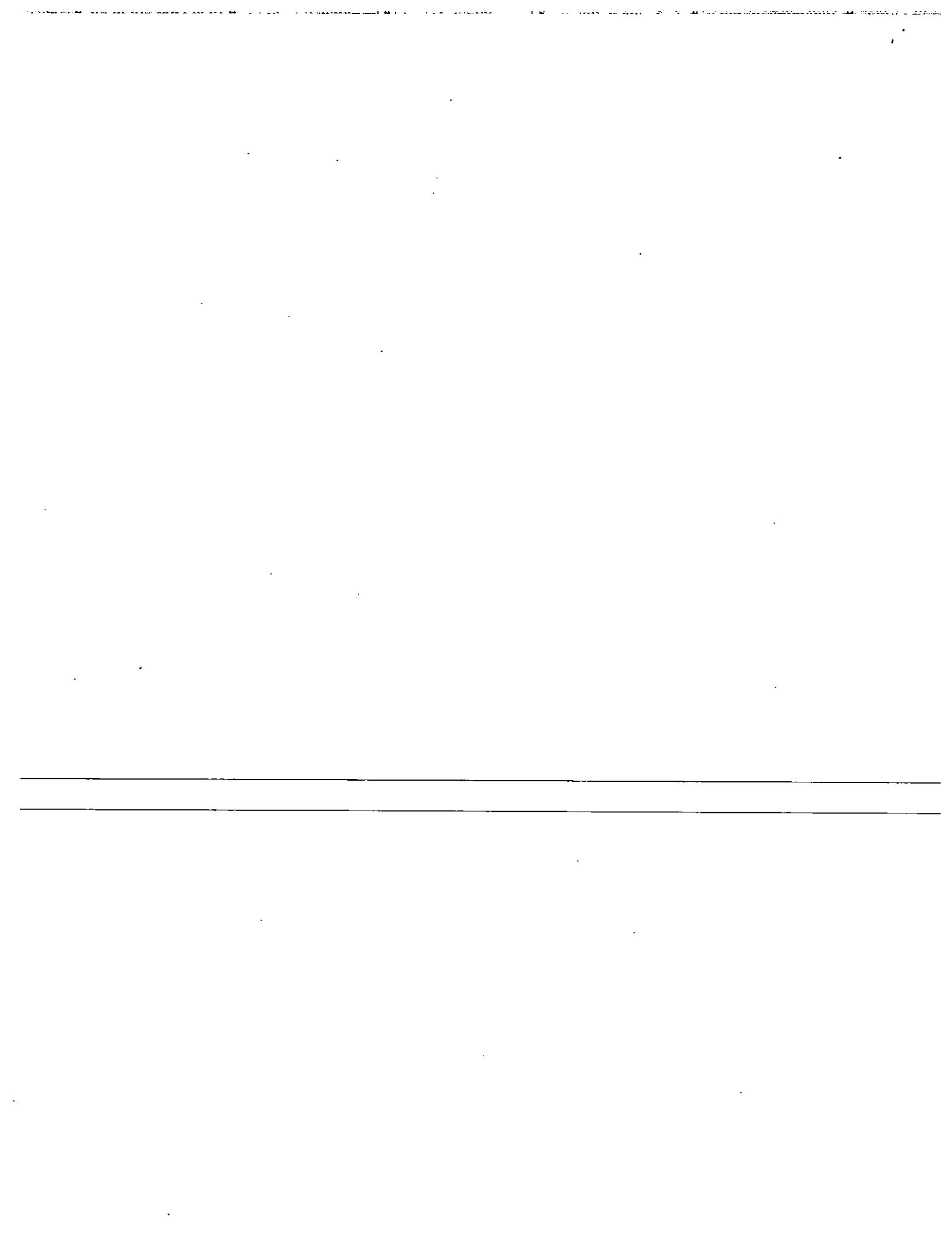
2.1.1 **Development.** The Project will consist of the improvements as shown in **Exhibit A.**

2.1.2 **Conveyance or Dedication of Required Easements/Roads/Trails.**

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.

B. Roads. Developer shall design to City Standards, construct and dedicate to the City the roads designated as 2400 West and Knudsen Drive that are depicted on Exhibit A. The road shall include 3 inch asphalt, 10 inches of road base and 12 inches of granular borrow to be paid by the Developer. Any required upgrades by the City above and beyond such specifications shall be paid for by the City.

C. Trails. Developer shall design, construct and dedicate or grant a permanent easement to the City for the trail that is depicted on Exhibit A. The trail shall include 3 inch asphalt and 10 inches of road base for a 10 foot wide trail.



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.

6.3 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.

6.4 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.

6.5 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: Project Funding III LLC
 2219 East Lorita Way
 Cottonwood Heights, Utah 84093
 Attention: Dennis Peters

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.

6.9 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.

6.10 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.

6.11 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.

6.12 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: Shanda Bolos
Mayor

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

On this 2 day of May, 2019, personally appeared Shanda 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.



Notary Public
SHANDA RENEE
Commission Number 889336
My Commission Expires
September 06, 2020
State of Utah

Shanda Reney
Notary Public for Utah

PROJECT FUNDING III LLC,
a Utah limited liability company,

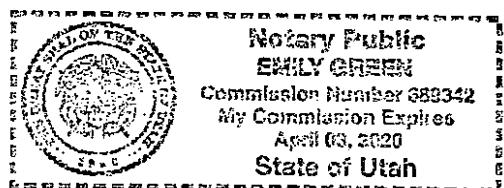
By John Clayton
Its Manager

STATE OF UTAH)
: ss.

COUNTY OF SALT LAKE)

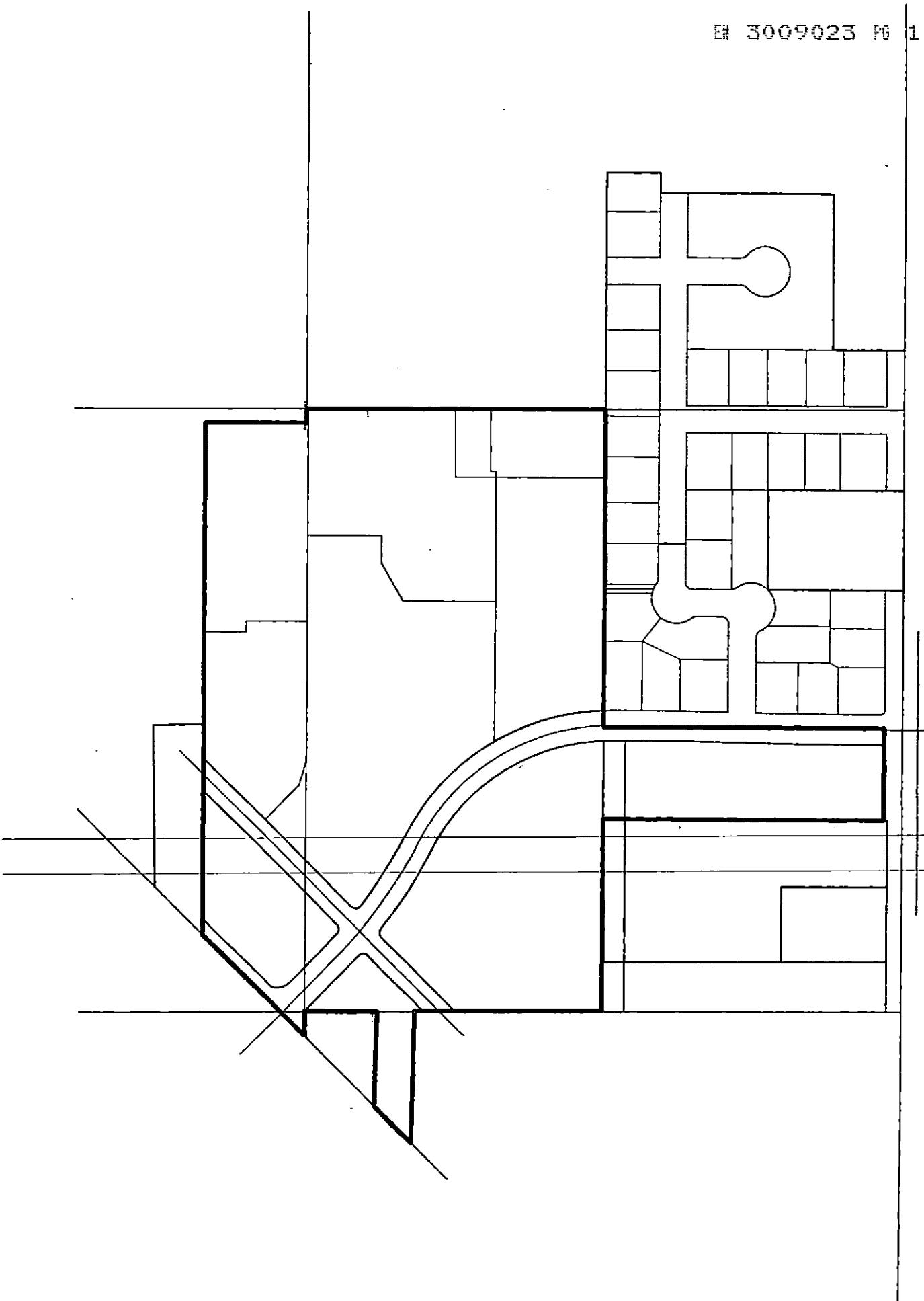
On this 2 day of October, 2018, personally appeared John Clayton, known or identified to me to be the Manager of Project Funding III LLC, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

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

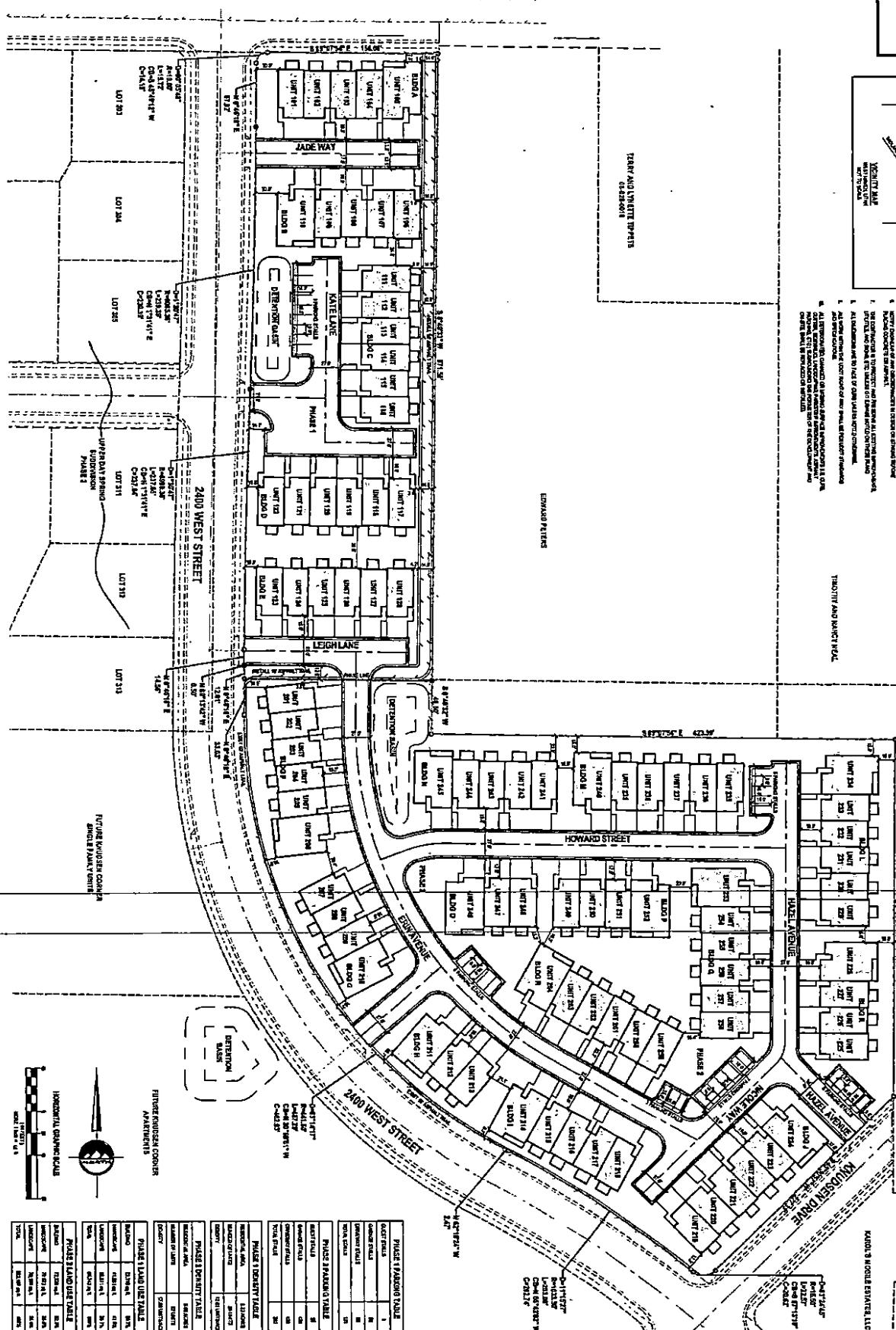


Emily Green
Notary Public for Utah

EXHIBIT "A"
Development Improvements



3300 SOUTH STREET



1 ALL WORK TO DATE HAS BEEN CARRIED OUT BY DRAKE AND MCGREGOR

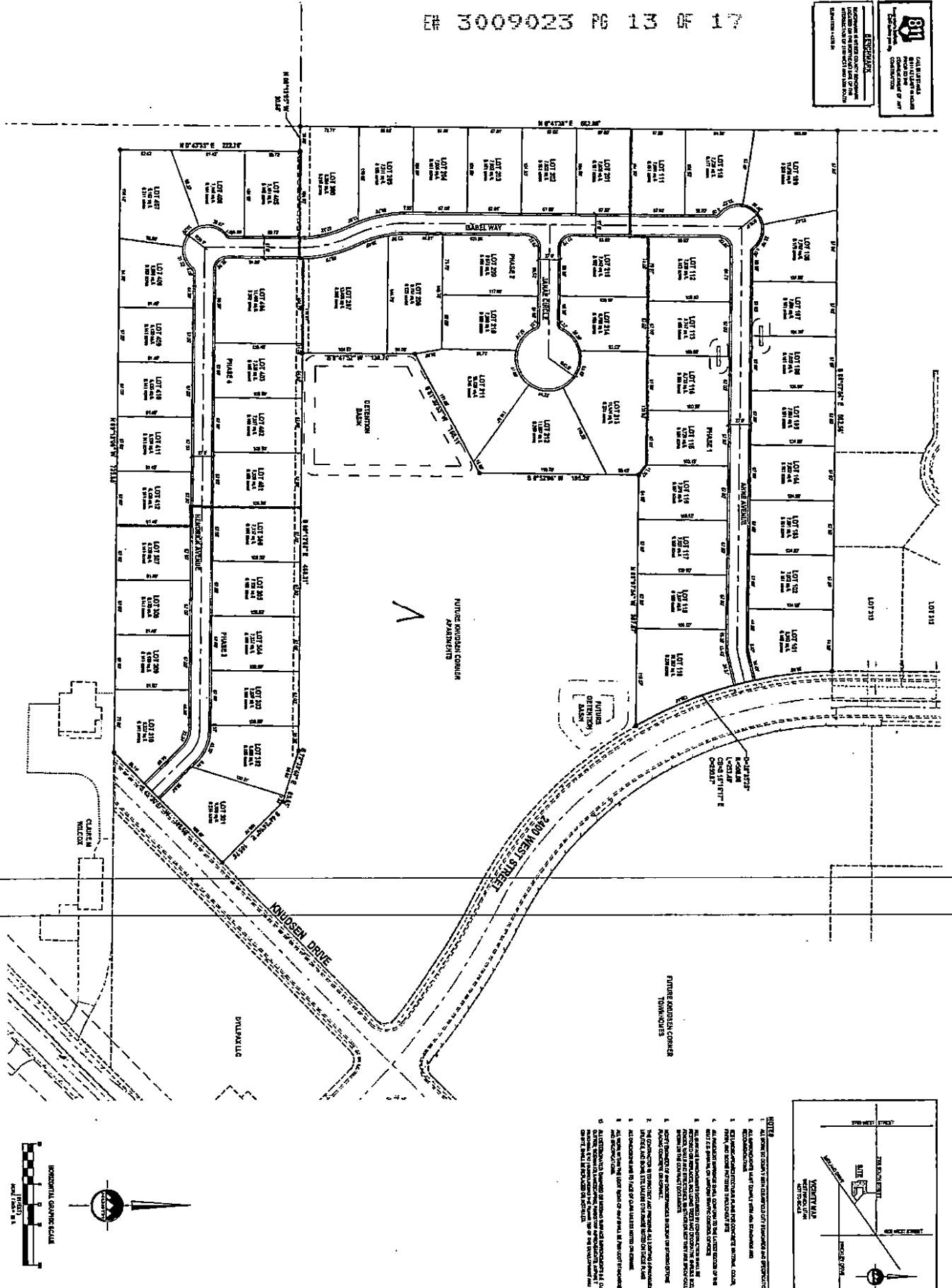
ULL AND SOUTHERN CALIFORNIA

10



**KNUDSEN CORNER TOWNHOMES
PRELIMINARY PLAT - NOT TO BE RECORDED
3300 SOUTH MIDLAND DRIVE
WEST HAVEN, UTAH**

104



**KNUDSEN CORNER PUD SUBDIVISION
PRELIMINARY PLAT - NOT TO BE RECORDED**

3300 SOUTH MIDLAND DRIVE
WEST HAVEN, UTAH



10F

ENGIN
THE STANDARD IN ENGINEERING

MBH

Date: 06/21/19

Job no. 8446 – Knudson Property

Legal Description – Knudson Corner (Overall Development Agreement Boundary)

A parcel of a land, situate in the Northeast Quarter of Section 2, Township 5 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in West Haven, Utah, more particularly described as follows:

Beginning at an existing fence corner (The Southeast Corner of Lot 3 by Record), said point being South 00°31'17" West 1319.06 feet along the Quarter-Section line, and North 89°09'40" West 1.89 feet from the North Quarter Corner of said Section 2, Township 5 North, Range 2 West, Salt Lake Base and Meridian, and Running;

thence South 89°09'40" East 55.26 feet to the West line of Midland Drive;
thence South 45°30'57" West 316.58 feet along said West line of Midland Drive;
thence North 89°12'06" West 1127.83 feet;
thence North 00°43'33" East 222.76 feet to the South line of said Lot 3;
thence North 89°13'05" West 30.65 feet along the South line of said Lot 3 to the

Southwest Corner thereof;

thence North 00°41'38" East 662.90 feet along the West line of said Lot 3 to an existing fence line and the South line of Upper Dayspring Subdivision Phase 2;

thence South 89°07'54" East 698.50 feet along said existing fence line, along the South line of said Upper Dayspring Subdivision Phase 2, to and along the South line of Upper Dayspring Subdivision Phase 1st Amended, to and along the South line and to the Southeast corner of Upper Dayspring Subdivision Phase 3;

thence North 00°46'18" East 620.00 feet to the South Line of 3300 South Street;
thence South 89°07'54" East 202.83 feet along said South Line of 3300 South Street;

thence South 00°49'33" West 620.00 feet;
thence South 89°07'54" East 423.39 feet to an existing fence line;
thence South 00°33'58" West 414.08 feet along said existing fence line to an existing fence line;

thence South 87°57'24" East 293.28 feet along said existing fence line to the Westerly line of Midland Drive;

thence South 45°30'57" West 113.49 feet along said Westerly line of Midland
Drive;
thence North 87°43'28" West 211.13 feet along an existing fence line;
thence South 01°01'25" West 163.39 feet; to the point of beginning.

Contains: 1,299,675 square feet or 29.836 acres.

MBH

Date: 06/21/19

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