



W3072384

EH 3072384 PG 1 OF 16
LEANN H KILTS, WEBER COUNTY RECORDER
30-JUL-20 10:09 AM FEE \$1.00 DEP PV
REC FOR: WEST HAVEN CITY

ORDINANCE NO. 21-2019

AN ORDINANCE OF THE CITY OF WEST HAVEN, UTAH APPROVING AND ADOPTING THE DRAFT MASTER DEVELOPMENT AGREEMENT - STAKER FARMS 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 Draft Master Development Agreement ("*Agreement*") for the Staker Farms 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 Castle Creek Homes, LLC, For The Staker Farms 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and adopted which have been adopted by the City, or parts, which conflict with this Ordinance, are, for such conflict, repealed, except this repeal will not be construed to revive any act, order or resolution, or part, repealed.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 19th day of June, 2019 and after publication or posting as required by law.

DATED this 19th day of June, 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. 21-2019

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

19 Jun 19

DEVELOPMENT AGREEMENT Staker Farms

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 Castle Creek Homes, 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 Staker Farms 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 "**Staker Farms Development Documents**" or the "**Development Documents**".

B. Pursuant to the authority of *Utah Code Ann. r§ 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 indentified 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 Staker Farms;

1.5.3 recording of the Staker Farms 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. Project will consist of 125 new construction lots as shown in Exhibit A. Phasing can be changed up to 20% of Exhibit A. Any changes to the phasing greater than 20% must be approved by planning commission and city council.

2.1.2 **Conveyance or Dedication of Required Easements/Roads/Park/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. City to pay for road widening and improvements along 3500 West in front of Development and park.

C. Park. Developer shall deed to city 7.6 acres of land for park along with all improvements installed in park as submitted in Exhibit B. Park to be started and escrowed or completed prior to recording phase 2. Phase 3 can not be recorded until park is completed. City to contribute park impact fees for 125 lots at time of park being started. Details of park shall include the following-

Sprinklers on all grass areas

Trees as shown in Exhibit B. Trees to be 1 ½" caliper tree for shade trees and 6' evergreen trees.

Tot Lot as shown in Exhibit C. Tot lot to have exterior concrete border and have wood chips installed under it.

Bowry similar to Exhibit D. Size to be 20' x 30'

Restroom constructed with brick block and metal roof. Bathroom to have 2 stalls and sink in both men's and women's side.

Sidewalks as shown in Exhibit B of park.

Park Benches to be installed as shown in Exhibit B.

Bridge from park to Staker Farms across the slough.

Parking area with parking for 56 cars and lighting sufficient for parking area.

D. Trails. Developer shall design, construct and dedicate to the City the trail that is depicted on Exhibit B. The trail shall include 3 inch asphalt and 8 inches of road base for a 10 foot wide trail.

2.2 City Obligations.

A. As consideration for Developers agreement with the City as to Exhibit A, the City agrees to pay for the half width improvements on the west side of 3500 West Street including the storm drain along side said road in front of development and park from road impact fees. Fees shall be paid upon completion and inspection from city.

2.3 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 IV DEFAULT AND COSTS

4.1 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:

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

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

4.2 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 VI GENERAL MATTERS

6.1 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.

6.2 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.

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: Castle Creek Homes

1798 West 5150 South #103

Roy Utah 84067

Attention: Bryce Thurgood

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 Exhibits 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: Sharon Bolos
Mayor

STATE OF UTAH

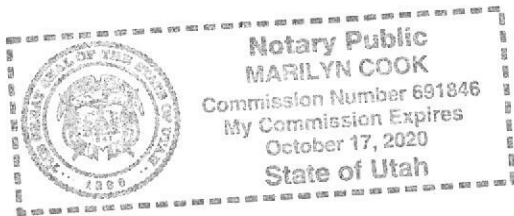
: ss.

COUNTY OF SALT LAKE

On this 7 day of July, ²⁰²⁰~~2018~~, 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.

Marilyn Cook
Notary Public for Utah



Castle Creek Homes, a Utah limited liability company,

By: [Signature]
Its President

STATE OF UTAH

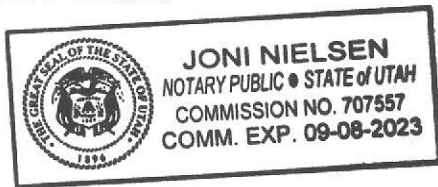
Weber

: ss.

COUNTY OF ~~SALT LAKE~~

On this 7 day of July, 2020, ~~October, 2018~~, personally appeared Mike Schultz, known or identified to me to be the Manager of Castle Creek Homes, 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.



Notary Public for Utah Joni Nielsen

EXHIBIT "A"
Development Improvements

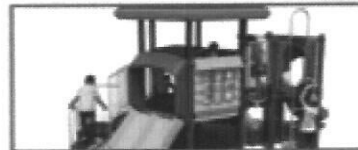
Exhibit A
Property Description

All of Staker Farms – Phase 1 Entry No.3054534

also

Parcel 15-088-0048

PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A BRASS CAP MONUMENT MARKING THE EASTQUARTER CORNER OF SAID SECTION 33, AND RUNNING THENCE NORTH 89D08'48" WEST 1736.88 FEET, MORE OR LESS, TO AN EXISTING FENCE; THENCE ALONG SAID FENCE THE FOLLOWING THREE (3) COURSES: (1) NORTH 00D43'34" EAST 851.15 FEET (2) NORTH 00D48'46" EAST 948.76 FEET (3) NORTH 00D37'53" EAST 859.63 FEET, MORE OR LESS TO THE NORTHERLY LINE OF SAID SECTION 33, THENCE SOUTH 89D07'48" EAST 240.16 FEET ALONG SAID NORTHERLY LINE, THENCE SOUTH 00D43'34" WEST 175.62 FEET, THENCE SOUTH 89D08'48" EAST 178.11 FEET, THENCE SOUTH 01D01'05" WEST 843.44 FEET, THENCE SOUTH 88D58'55" EAST 522.85 FEET, MORE OR LESS, TO THE PROJECTION OF AN EXISTING FENCE, THENCE ALONG SAID FENCE, AND PROJECTION THEREOF, THE FOLLOWING SIX (6) COURSES: (1) SOUTH 00D55'10" WEST 500.68 FEET, (2) SOUTH 89D24'29" EAST 155.99 FEET (3) NORTH 89D31'06" EAST 68.40 FEET (4) SOUTH 89D38'49" EAST 202.03 FEET (5) NORTH 89D59'01" EAST 211.17 FEET (6) SOUTH 89D24'54" EAST 168.06 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID SECTION 33, THENCE SOUTH 00D55'08" WEST 293.26 FEET ALONG SAID EASTERLY LINE, THENCE NORTH 89D04'52" WEST 300.40 FEET, THENCE SOUTH 00D55'08" WEST 191.78 FEET, THENCE NORTH 89D04'52" WEST 8.00 FEET, THENCE SOUTH 00D55'08" WEST 141.83 FEET, THENCE NORTH 55D52'10" EAST 9.77 FEET, THENCE NORTH 67D55'23" EAST 135.66 FEET, THENCE SOUTH 89D04'52" EAST 175.52 FEET, MORE OR LESS, TO SAID EASTERLY LINE OF SAID SECTION 33, THENCE SOUTH 00D55'08" WEST 578.03 FEET ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING.



Product Description

For playground component prices, please contact your local representative. Prices do not include

Legend

- Residential Lots
- Play Structure Area
- Open Space
- ▨ Bowery
- ▤ Restrooms
- Existing Water Ways
- Pathways
- * Bench Seating
- * Lighting
- Street Tree
- Shade Tree
- Evergreen Tree



3500 W. STREET

Staker / Muirbrook Property

West Haven City, Weber County, Utah

Developer:

Castle Creek Homes
 Mike Schultz
 1798 W. 5130 S.
 Roy, UT 84067
 (801) 525-0881

Project Info:

Engineer: N. Beck
 Designer: C. Cole
 Design Date: 4-28-18
 Name: STAKER/MUIRBROOK PARK
 Number: 2384-B3

Staker / Muirbrook Property

PART OF THE NE 1/4 OF SECTION 33, T.8N., R. 2W., S.L.B & M., U.S. SURVEY
 WEST HAVEN CITY, WEBER COUNTY, UTAH

Color Rendering

REVISIONS

DATE DESCRIPTION

RA & Associates, Inc.
 5180 SOUTH 1500 WEST, PARKDALE, UTAH 84048
 TEL: (801) 887-2700 FAX: (801) 887-5566 www.ra-associates.com
 LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
 ARCHITECTS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

Sheet	1
Sheets	1

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC. 5180 S. 1500 W., PARKDALE, UTAH 84048. ANY SHALL NOT BE REPRODUCED, RE-DRAWN, OR COPIED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THE WRITTEN PERMISSION OF THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. NO SCALE AND LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

