RETURNED SEP 2 1 2020 3295299 BK 7599 PG 3927 E 3295299 B 7599 P 3927-3954 RICHARD T. MAUGHAN CAVIS COUNTY, UTAH RECORDER 09/21/2020 04:07 PM FEE \$ 0.00 Pms: 28

DEVELOPMENT AGREEMENT FOR VILLAGE @ THE BLETTO FOR SYRACUSE CITY LOCATED AT APPROXIMATELY 2900 S BLUFF ROAD, SYRACUSE, UTAH

This Development Agreement ("Agreement") is made and entered into as of this 25
day of August, 2020, by and between Castle Creek Homes LLC (the
"Developer"), and Syracuse City, a municipality and political subdivision of the State of Utah
(the "City").

#### RECITALS:

- A. The Developer owns approximately 18.47 acres of property located at approximately 2900 S Bluff Road in Syracuse, Davis County, Utah (parcel ID numbers 12-105-0153 12-105-0048 12-105-0150), as more particularly described in Exhibit A, which is attached hereto and by this reference made a part hereof (the "Property"), proposed to be located in a Planned Residential Development (PRD) Zone, and for which the Developer, through an application submitted on February 20, 2020, has proposed development (the "Project") and presented a Development Plan (the "Development Plan"), which is attached hereto as Exhibit B and incorporated by this reference.
- B. City code requires the execution of a Development Agreement between the Developer and the City prior to zone change, in order to facilitate orderly development.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and the City hereby agree to the following:

- Property Affected by this Agreement. The legal description of the Property contained within the Project boundaries to which this Agreement applies is attached as Exhibit A and incorporated by reference.
- 2. <u>Compliance with Current City Ordinances</u>. Unless specifically addressed in this Agreement, the Developer agrees that any development of the Property shall be in compliance with city ordinances in existence on the date of execution of this Agreement. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinances.
- 3. <u>Development Plan</u>. The Developer shall ensure all development is in conformance with the Development Plan which has been reviewed by the Planning Commission and City Council, and approved by the City Council. The Development Plan is attached to this Agreement as Exhibit B and is incorporated by this reference. Such development plan shall be in conformance with section 10.75.050 of the Syracuse Municipal Code.

- 4. <u>Landscaping.</u> The Developer shall landscape and improve all open spaces around or adjacent to building lots, as well as common spaces. Developer shall not be required to landscape and improve undisturbed wetlands within the project.
- Minimum Lot Standards. All lots designed for this Project meet or exceed the standards set forth in City Code.
  - 5.1. Density. The lots in the Project represent a net density of 5.72 units per acre. The maximum number of lots in the development is 103.
  - 5.2. Common Space. The project contains 20.1% of common spaces which are generally contiguous and meet all other applicable standards of the City Code and PRD Zone.
  - 5.3. Building Height. Buildings built within the Project shall be limited to a maximum of two stories and no more than 30 feet in height. The buildings to be constructed on Lots 1 9 on the Development Plan are limited to a single story and shall be single-family, detached homes.
  - 5.4. Layout, Circulation and Connectivity. The layout of the Project as shown in the Preliminary Plat, attached hereto as Exhibit C and incorporated by reference, is approved by the City. However, such layout is contingent upon the construction of roads in abutting development. Nothing in this Agreement obviates or overrides the remoteness requirements of the International Fire Code [IFC]. If such connections are not established, then the number of units for which an occupancy permit may be issued will be limited pursuant to the IFC. All internal roads within the Project will be dedicated as public roadways, which shall be constructed in accordance with applicable City Codes and regulations.
  - 5.5. Architecture. All homes and buildings within the Project will meet the architectural standards of the City Code in the PRD Zone. The architectural theme and elevations are attached to this Agreement as Exhibit D and are incorporated into this Agreement by reference. The architectural theme may be reasonably modified by the Developer with the City's consent, which consent will not be unreasonably withheld. The elevations and drawings in Exhibit D are attached as concepts and illustrative themes only and may not comply with all City zoning and building requirements. The Parties acknowledge and agree that, notwithstanding the elevations' inclusion in this Agreement, before any homes are built in the Project, the home plans, elevations an designs must be approved by the City and must comply with all applicable City code requirements.
- 6. <u>Homeowner Association</u>. The Developer warrants and provides assurances that all landscaping, private drives, and amenities located within the Project shall be maintained by a private homeowner's association. The association shall either be created for this Property, or it shall be absorbed by the Village @ The Bluff Homeowners Association. All costs of landscaping, private drive and amenity maintenance, replacement, demolition, cleaning, snow removal, or

demolition, shall be borne exclusively by the homeowner's association. The City shall have no responsibility in relation to the property owned by the homeowner association but shall plow and maintain public roads that are designated as public on the plat.

- 7. Access via Bluff Road. The development fronts Bluff Road, and the Developer shall be responsible for the improvements of The South Side of Bluff Road along the development, as provided on the City's transportation master plan.
- 8. Onsite Improvement. At the time of final plat recordation for the Project, the Developer shall be responsible for the installation and dedication to the City of all onsite water, sewer, and storm drainage improvements sufficient for the development of the Project in accordance with City Code.
  - 8.1. The existing trail running parallel with Bluff Road shall be preserved, as shown on the Development Plan. At points of intersection between the trail and the new right-of-way, the trail's alteration or re-alignment shall be the responsibility of the Developer, and the trail will be required to meet Americans with Disabilities Act slopes. At points of intersection, the trail shall also be marked with paint and signage as it crosses the new right-of-way. During construction, the trail shall remain open for traffic and use of the public to the maximum extent possible.
  - 8.2. Bluff Road Improvements. The Developer shall be responsible for the installation of curb, gutter, and sufficient asphalt pavement so that the finished pavement width shall be fifty (50) feet from top back of curb to top back of curb. The improvements shall be in accordance with the sixty-six foot right of way cross-section found in Syracuse City's standard specifications and requirements. Due to the trail running parallel to the road, however, the Developer shall not be required to include the sidewalk or park strip portions of the cross-section; the improvements need not extend beyond the curb. The expansion of Bluff Road on the Developer's frontage shall thereafter have sufficient width to accommodate safe turning movements to and from the Development.
  - 8.3. An on-site storm water detention basin shall be constructed by Developer as shown in Exhibit C. The offsite drainage pipe and related infrastructure shall be installed in accordance with city ordinances and standards. Prior to final recordation of the plat for the Project, Developer shall obtain an acceptable arrangement with all necessary parties concerning those easements necessary for the construction and connection to the storm water drainage pipe(s). The on-site storm water detention basin shall be owned by the Homeowner's Association, which shall have responsibility for landscaping and maintenance of the basin.
- 9. Wetlands. The Project shall be developed in compliance with he wetlands delineation and mitigation plans approved by the US Army Corps of Engineers. The City will not take ownership or maintenance of any wetlands, which maintenance shall be come the responsibility of the Homeowner's Association upon its establishment.

- 10. Agreement to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A hereto and shall be deemed to run with the land and shall be binding on all successors and assigns of the Developer in the ownership and development of any portion of the Project.
- 11. Vested Rights. The City and Developer intend that this Agreement be construed to grant the Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the effective date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and in addition to those rights that exist under statute, common law and at equity. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinances. By electing to submit a development application under a new future ordinance, however, Developer shall not be deemed to have waived its right to submit or process other development applications under the City Code that applies as of the effective date of this Agreement.
- 12. <u>Assignment</u>. Neither this Development Agreement nor any of the provisions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Development Agreement and without the prior written consent of City, which review is intended to assure the financial capability of any assignee. Such consent shall not be unreasonably withheld.
- 13. <u>Integration</u>. This Development Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.
- 14. <u>Severability</u>. If any part or provision of the Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific part or provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

### Notices.

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such party at its address shown below.

To Developer:

Castle Creek Homes

1798 W. 5150 S. #103 Roy, UT 84067

To the City:

Syracuse City Attorney 1979 West 1900 South Syracuse, Utah 84075

With a Copy to:

Syracuse City Manager 1979 West 1900 South Syracuse, UT 84075

Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this section.

#### 16. Amendment.

The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. The amendment of the Agreement relating to any substantial rights or obligations shall require the prior approval of the City Council.

### 17. General Terms and Conditions.

- 17.1. <u>Termination</u>. The Parties may, by written Agreement, terminate this Development Agreement by mutual consent. Such termination shall be in writing, including a resolution by the Council agreeing to the termination.
- 17.2. Default & Limited Remedies. If either the Developer or the City fails to perform their respective obligations under the terms of this Agreement, the party believing that a default has occurred shall provide written notice to the other party specifically identifying the claimed event of default and the applicable provisions of this Agreement that is claimed to be in default. The party shall immediately proceed to cure or remedy such default or breach within sixty (60) calendar days after receipt of such notice. The parties shall meet and confer in an attempt to resolve the default but, in the event they are not able to do so, the parties shall have the rights and remedies available at law and in equity, including injunctive relief and specific performance, but excluding the award or recovery of any damages. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights.
- 17.3. Non-liability of City Officials or Employees. No officer, representative, agent, or employee of the City shall be personally liable to the Developer or any successor-

in-interest or assignee of the Developer, in the event of any default or breach by the City or for any amount which may become due, the Developer, or its successors or assignee, for any obligation arising out of the terms of this Agreement.

- 17.4. <u>Referendum or Challenge</u>. Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including approval of development agreements. The Developer agrees that the City shall not be found to be in breach of this Agreement if such a referendum or challenge is successful. In such a case, this Agreement is void at inception.
- 17.5. Ethical Standards. The Developer represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee of the City, or to any relative or business entity of an officer or employee of the City; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code Ann. § 10-3-1301 et seq. and 67-16-3 et seq.; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the City or former officer or employee of the City to breach any of the ethical standards set forth in State statute or City ordinances.
- 17.6. No Officer or Employee Interest. It is understood and agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer, or any member of any such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. This section does not apply to elected offices.
- 17.7. Governing Law & Venue. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in the Second District Court of the State of Utah, Farmington Division.

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 written above.

(Signatures appear on next page)

- Remainder of page left intentionally blank -

		NAME OF DEVELOPER			
			By: Mike Owner/M	Schultz magus	) Aut
			Signature		Date
STATE OF U	ΓAH	) /			
		: ss.			
COUNTY OF	DAVIS	)/			
	ā-	,			
On this _	25 day of		_, August, 2020, p	ersonally appeare	ed before me
MIKE SONIL	12	, the	authorized signer	and trustee of	
Castle Ore	ek Homes, whose	e identity is p	ersonally known to	o me, or proven o	n the basis
of satisfactory e	vidence, to be the p	erson who ex	ecuted the Develor	pment Agreement	on behalf
of said company	and who duly ackr	nowledged to	me that he/she exe	cuted the same fo	or the
purposes therein	stated.				
	JONI NOTARY PUBLICOMMISSI	NIELSEN IC • STATE OF UTAH ON NO. 707557 (P. 09-08-2023	Notary Public	Milser	$\bigcirc$

### SYRACUSE CITY

Ву

Mike Ga

Attest:

Cassie Z. Brown, MMC

City Recorder

STATE OF UTAH

: SS. )

COUNTY OF DAVIS

known to me, to be the person who executed the Development Agreement on behalf of Syracuse City, and who duly acknowledged to me that he executed the same for the purposes therein stated.



STATE OF UTAH NOTARY PUBLIC MARISA GRAHAM COMMISSION #700465 MY COMMISSION EXPIRES: 05-16-2022

Approved as to Form:

Paul H. Roberts City Attorney

## **EXHIBIT A**

#### BOUNDARY DESCRIPTION

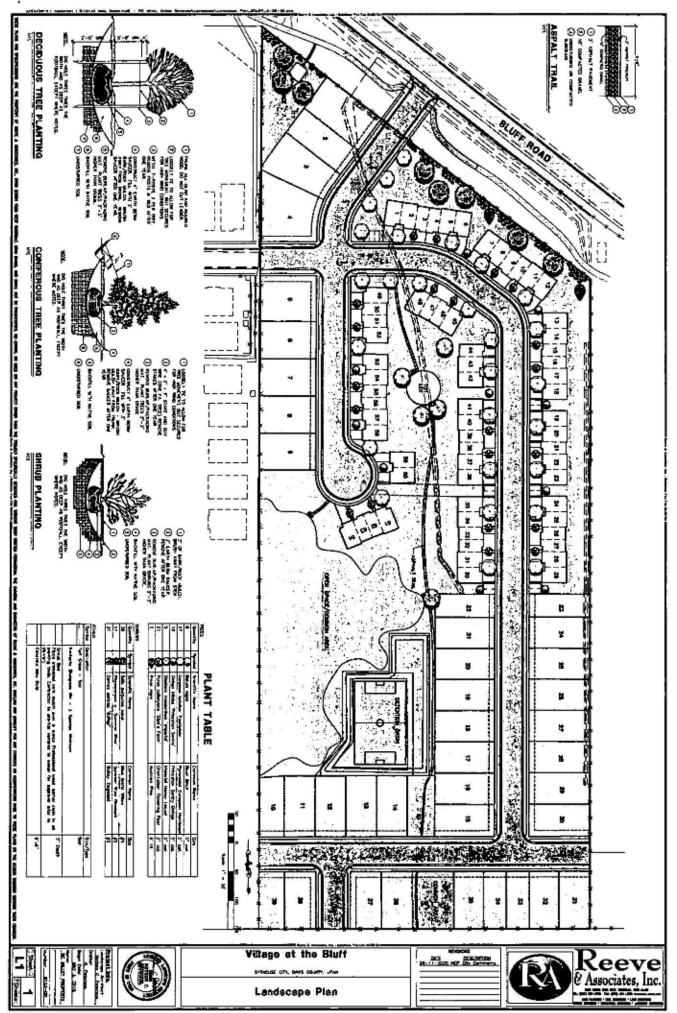
PART OF THE NORTWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN U.S. SURVEY, MORE PARTICUALRLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING 500° 11'36"W 1065.50 FEET AND S89° 48'24"E 1326.69 FEET. FROM NORTHWEST CORNER OF SAID SECTION 22; THENCE S52°57'49"E 370.70 FEET S53°00'00"E 354.85 FEET; S00°01'43"W 1129.74 FEET; THENCE S89°53'51" W581.57 FEET; THENCE N00°01'47"E 858.28 FEET; THENCE S89°54'56"W 1.97 FEET; THENCE N00°11'35"E 659.15 FEET; THENCE N00°20'56"E 250.20 FEET TO THE POINT OF THE BEGINNING

CONTAINING 784,049 SQUARE FEET OR 17.999 ACRES MORE OR LESS

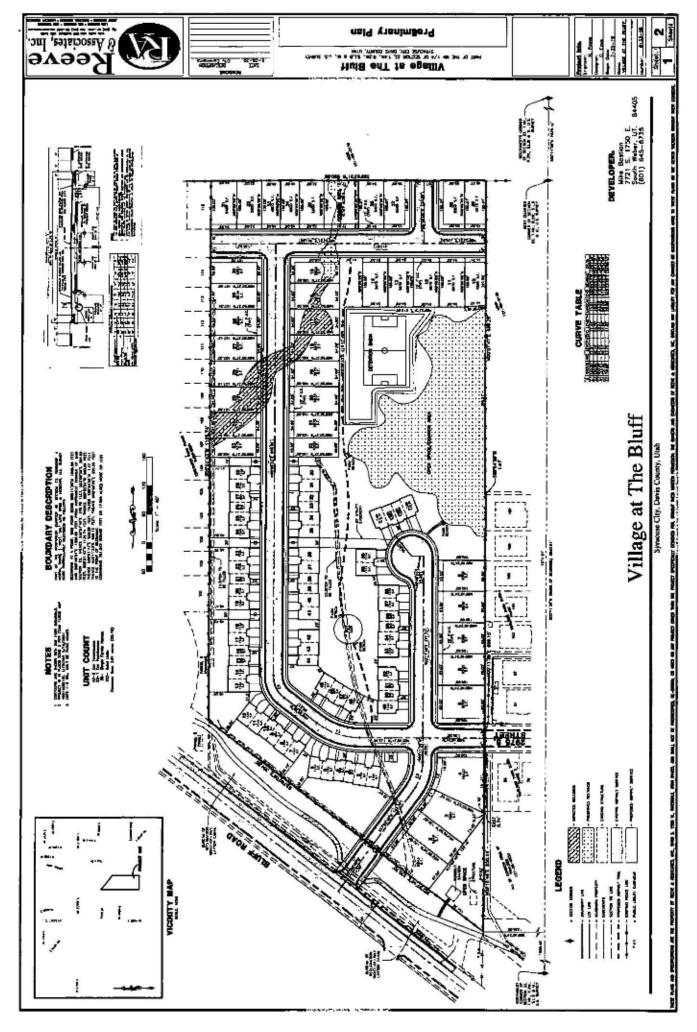
# EXHIBIT B

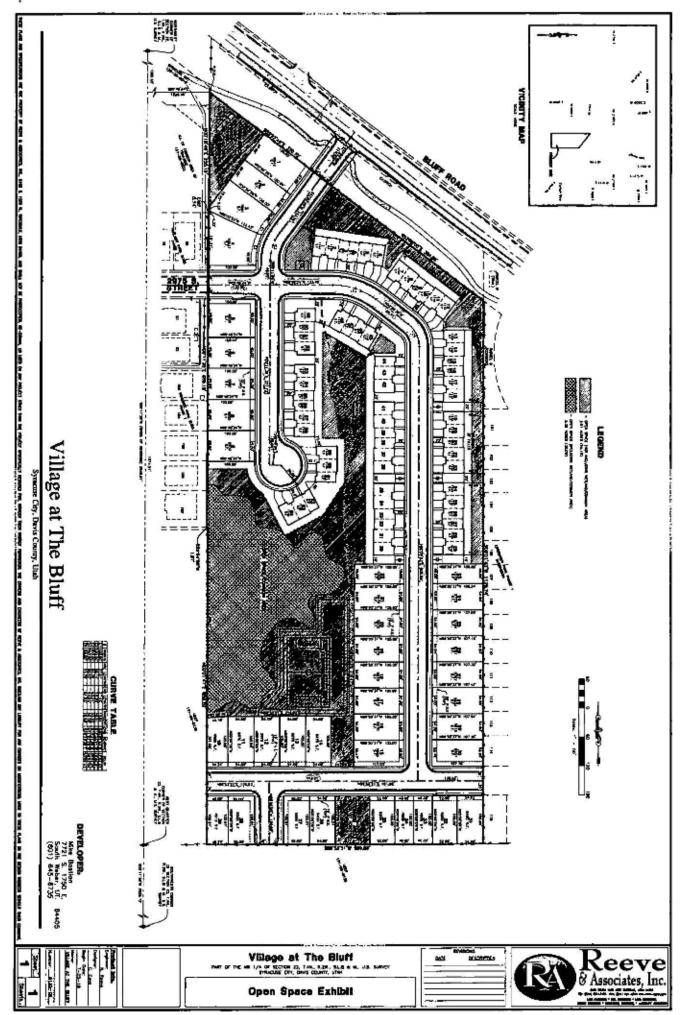
Development Plan

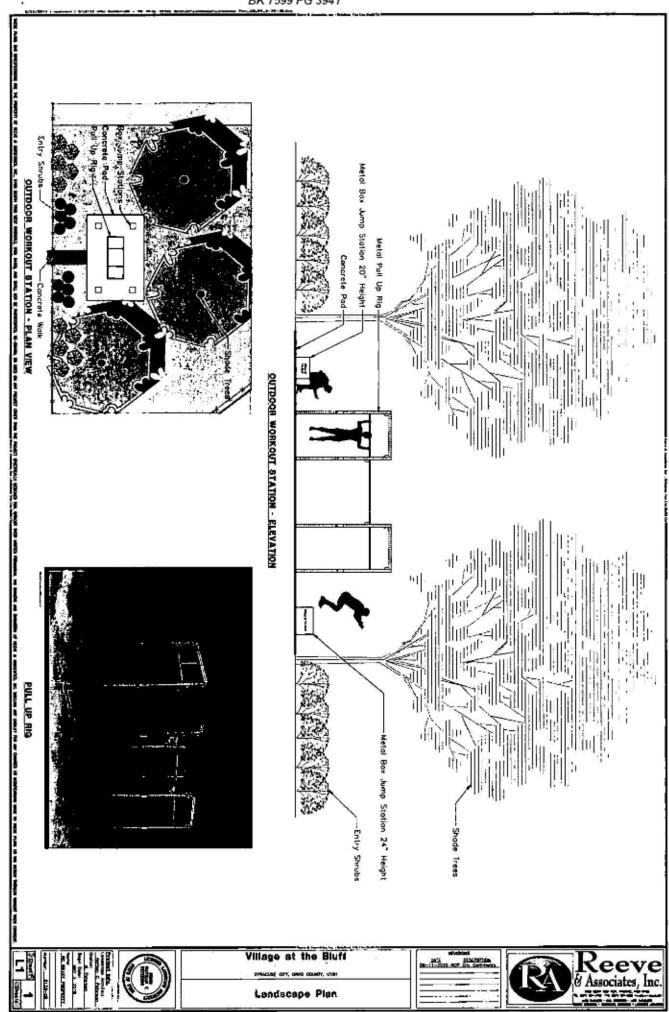


# EXHIBIT C

Preliminary Plat

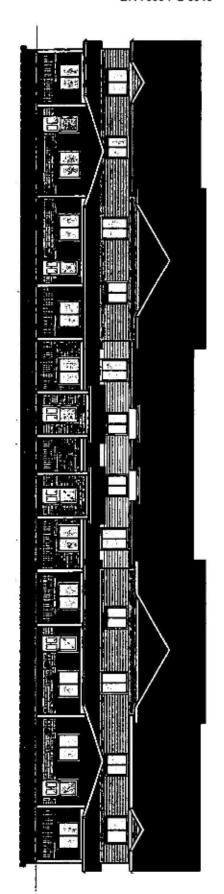






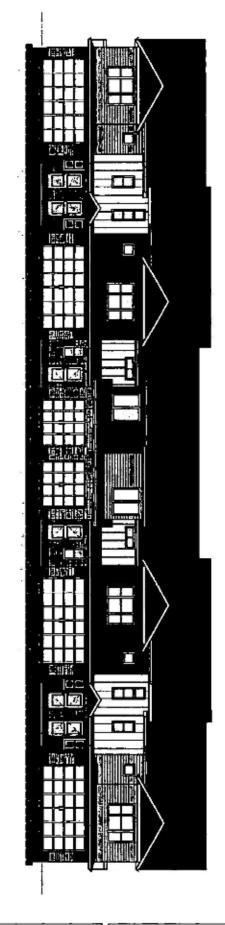
# EXHIBIT D

Architectural Plans and Elevations



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REAR ELEVATION



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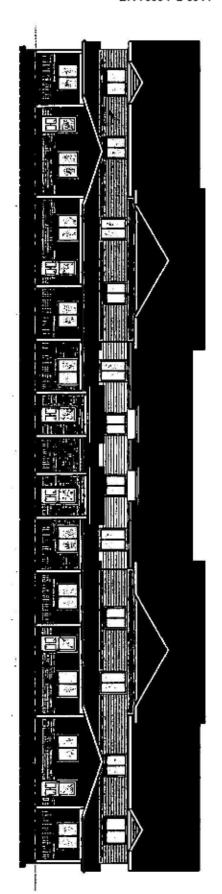
FRONT ELEVATION

SHEET: FRONT AND REAR ELEVATIONS

PROJECT: LOT # 1, VILLAGE AT THE BLOFF
ADDRESS, COALVELLE, UTAR
CLIENT: CASTLE CREEK HOMES

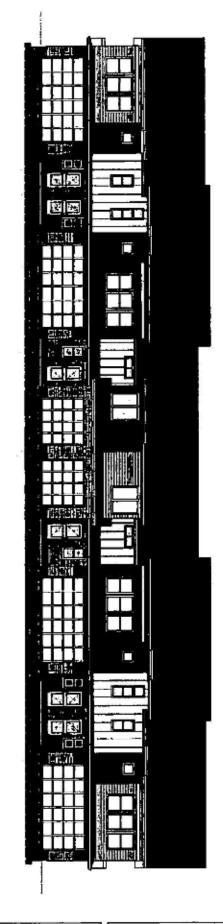
PLAN: 6 PLEX - BUILDING 1
DATE: 07.24.2020
STATUS: FOR REVIEW





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ELEVATION



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FRONT ELEVATION

SHET: FLOTT ALD TEAL ELEVATIONS SAME UP - P-C

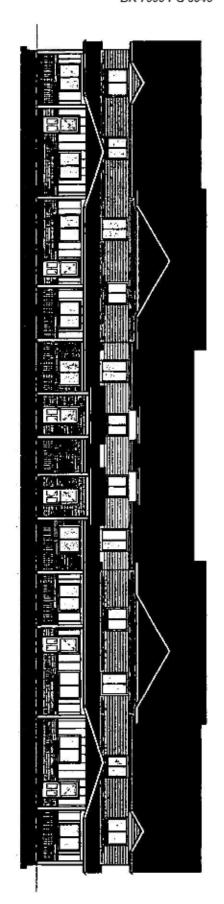
PROJECT: LOT # 1, VILLAGE AT THE BLUFF
ADDRESS, COALYTLE, UTAH
CLIENT: CASTLE CREEK HOMES

PLAN: 0 PLEX - BUILDING 3

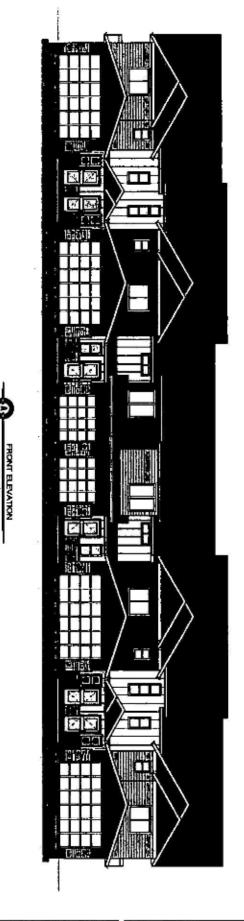
DATE: 07.24.2020

STATUS: FOR REVIEW





ELEVATION



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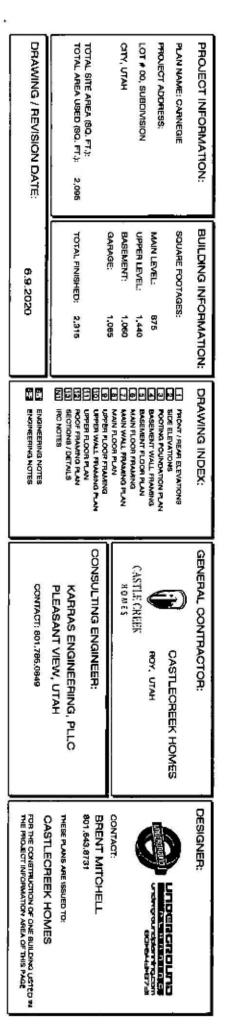
LOT # 1, VILLAGE AT THE BLUFF PROJECT: ADDRESS, COALVILLE, UTAH CLIENT: CASTLE GREEK HOMES

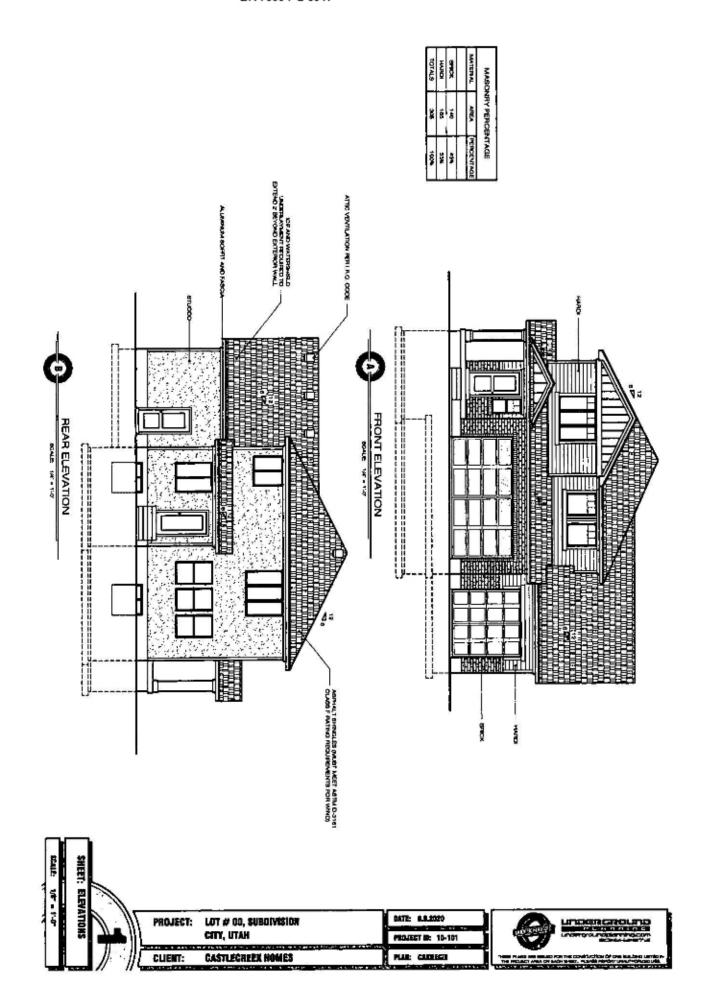
PLAN: 6 PLEX - BUILDING 2 DATE: 07.24.2020 STATIST: FOR REVIEW

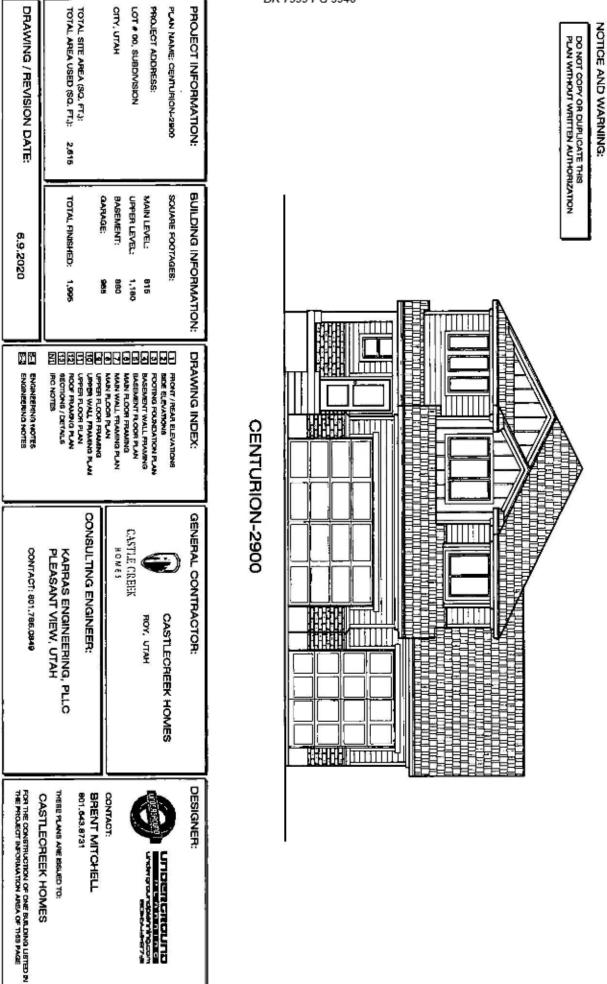


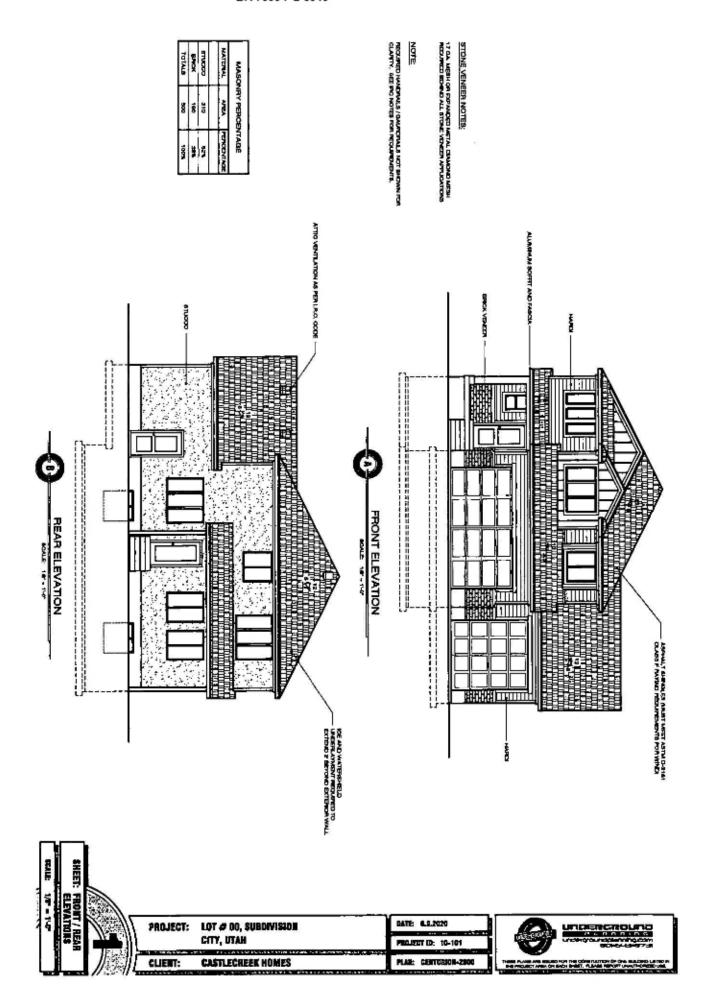
NOTICE AND WARNING:

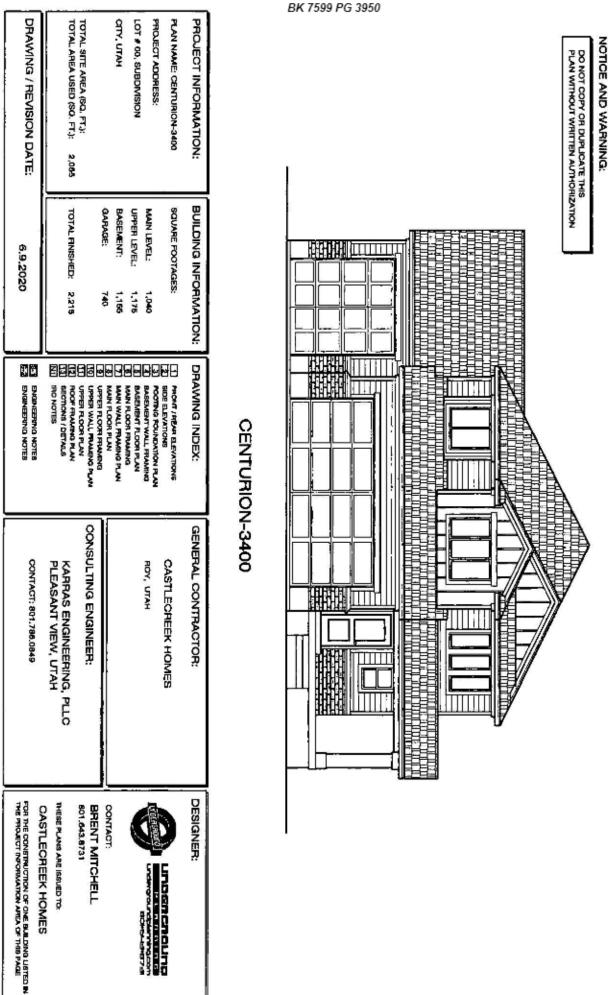
DO NOT COPY OR DUPLICATE THIS PLAN WITHOUT WRITTEN AUTHORIZATION

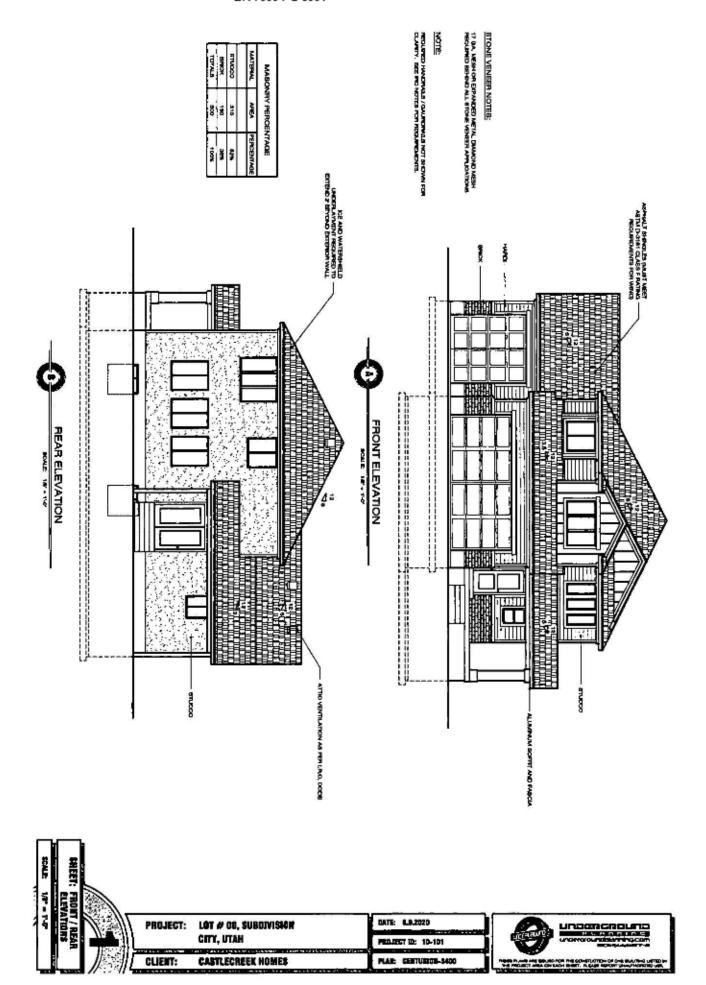












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