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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
03/13/2023 02:07 PM
FEE \$0.00 Pgs: 10
DEP RT REC'D FOR SYRACUSE CITY

15-123-0105 to 0108

WHEN RECORDED, RETURN TO:

Syracuse City Corporation
Attn: Planning Director
1979 West 1900 South
Syracuse, UT 84075

RETURNED
MAR 13 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AND USE AGREEMENT (this "Agreement") is made and entered into by and between SYRACUSE CITY CORPORATION, a political subdivision of the State of Utah ("City") and Ivory Development, LLC ("Developer"). City and Developer may be referred to herein collectively as "Parties."

RECITALS

A. Developer is the owner of approximately 24.53 acres of land located at 1230 West 2325 South in Syracuse City (the "Property"), which land is more particularly described on the attached Exhibit "A" and incorporated herein by this reference.

B. Developer has subdivided and developed 4.37 acres of the Property ("Phase 1") more particularly described on the attached Exhibit "B" and incorporated herein by this reference. Lots 105 through 108 of Phase 1 do not have a sewer system outflow complete.

C. Syracuse City Municipal Ordinance ("SCMO") 8.10.170, requires that all water and sewer and drainage systems be installed, inspected, and tested, prior to the issuance of any building permit within a subdivision.

D. Developer has submitted the application and engineering plans to the City for Phase 2 of the Property. Phase 2 will complete the sewer system outflow necessary for Lots 105 through 108. The Phase 2 sewer system outflow is more particularly described on the attached Exhibit "C" and incorporated herein by this reference.

E. Developer intends to complete the sewer system outflow and the remainder of the Phase 2 improvements prior to the end of the second quarter of 2023.

F. Developer intends to submit for building permits and begin construction of Lots 105 through 108 concurrently with the development construction of Phase 2. Developer anticipates that no building structure will be completed on 105 through 108 before the Phase 2 sewer system outflow connection is completed.

G. City, acting pursuant to its authority under the Municipal Land Use, Development, and Management Act, Utah Code Chapter 10-9a as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations of Syracuse City, in the exercise of its legislative discretion, has elected to approve and enter into this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in reliance on the foregoing recitals, City and Developer agree as follows:

1. **Incorporations of Recitals.** The Parties hereby incorporate the foregoing recitals into this Agreement.
2. **Obligations of the Parties.**
 - a. **Developer's Obligations.** Development and use of the Property shall comply with the following requirements:
 - i. Developer will work in a timely fashion to complete all approvals, preconstruction requirements, and development construction for Phase 2.
 - ii. Developer acknowledges that no Certificate of Occupancy (a "C of O") may be obtained on Lots 105 through 108 prior to the City's acceptance of the sewer system outflow in Phase 2.
 - iii. Developer agrees and acknowledges that the only permitted entrance and occupancy in the buildings on Lots 105 through 108 is for the purpose of construction, improvement, or inspection of the buildings unless and until Developer receives a C of O for Lots 105 through 108. Any other use, such as general real estate office, construction management office, model home, inclusion in a home show, or administrative service office is prohibited prior to C of O. Model homes require approval through a conditional use permit pursuant to SMCO Section 10.30.100.
 - iv. Developer indemnifies the City of any liability of any kind whatsoever and holds the City harmless from any liability in the event that a building for which a building permit has been obtained on Lots 105 through 108 is denied an issuance of C of O prior to the City's acceptance of completion of the sewer system outflow in Phase 2.
 - v. The City's building approval and permitting process will be followed for construction of any building on Lots 105 through 108 and on any development construction in Phase 2 and the remainder of the Property.
 - b. **City's Obligations:** Following the recording of this Agreement against the Property the City shall accept building permit applications for Lots 105 through 108. Notwithstanding SCMO Section 8.10.170, the City agrees to issue all

building permits for Lots 105 through 108 that meet all other requirements of law and satisfy Developer's obligations under this Agreement.

3. **Severability.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

4. **Other Necessary Acts.** Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

5. **Construction/Interpretation.** Developer has been informed that it is customary to consult legal counsel in the preparation and negotiation of the terms of development agreements. Developer has either done so or chosen not to. Should litigation arise from any breach of this Agreement, the Parties agree that no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

6. **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

7. **Runs with the Land.** This Agreement and the covenants and restrictions herein are binding and run with the land during the Term, such that any subsequent owners of fee title or other third parties holding an interest in and to all or some portion of the Property shall be deemed to have acquired such interest with notice and knowledge of this Agreement such that the Property shall remain subject to the terms, conditions, restrictions and provisions set forth herein. In keeping with the foregoing, the term "Developer", as used herein, shall be construed to mean and include any successors in interest to fee ownership of all or any portion of the Property and any other holders of interests in and to any portion of the Property. City shall be deemed a beneficiary of such Agreement, covenants, and restrictions, and in the event of any uncured default, shall have the right to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such default to which beneficiaries of such covenants may be entitled.

8. **Term and Termination.** This Agreement includes covenants, conditions, and restrictions regarding the development and use of Developer's Property, which shall run with the land in perpetuity. The covenants, conditions, and restrictions may only be modified or terminated with the express authorization of the Syracuse City Council following the same processes required to amend the agreement.

9. **Waiver.** No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement.

10. **Remedies.** Either Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement.

11. **Utah Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

12. **Covenant of Good Faith and Fair Dealing.** Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement to ensure that the rights secured by the other Party through this Agreement can be enjoyed.

13. **No Third-Party Beneficiaries.** This Agreement is between the City and Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

14. **Force Majeure.** No liability or breach of this Agreement shall result from delay in performance or nonperformance caused, directly or indirectly, by circumstances beyond the reasonable control of the Party affected ("Force Majeure"), including, but not limited to, fire, extreme weather, terrorism, explosion, flood, war, power interruptions, the act of other governmental bodies, accident, labor trouble or the shortage or inability to obtain material, service, personnel, equipment or transportation, failure of performance by a common carrier, failure of performance by a public utility, or vandalism.

15. **Entire Agreement, Counterparts and Exhibit.** Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer.

16. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** Developer represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance.

17. **GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT.** City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Developer pursuant to this Agreement are subject to disclosure unless such materials are exempt

from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Developer. Any materials for which Developer claims a privilege from disclosure shall be submitted marked as "Business Confidential" and accompanied by a concise statement of reasons supporting Developer's claim of business confidentiality. City will make reasonable efforts to notify Developer of any requests made for disclosure of documents submitted under a claim of business confidentiality. Developer may, at Developer's sole expense, take any appropriate actions to prevent disclosure of such material. Developer specifically waives any claims against City related to disclosure of any materials required by GRAMA.

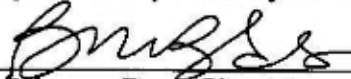
[Signature Page to Follow]

EFFECTIVE as of the 28 day of February, 2023

CITY:

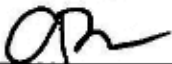
SYRACUSE CITY CORPORATION, a Utah
municipal corporation

APPROVED AS TO FORM:
Syracuse City Attorney's Office


Brienne Brass, City Attorney


Dave Maughan, Mayor

ATTEST:
Syracuse City Recorder's Office

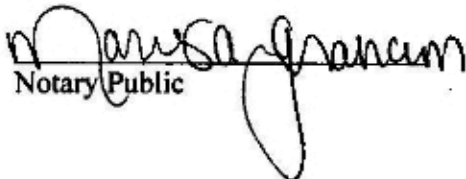

City Recorder



STATE OF UTAH)
) :ss
COUNTY OF DAVIS)

This instrument was acknowledged before me this 03-02, 2023 by Dave Maughan, Mayor of Syracuse City Corporation, a Utah municipal corporation.

WITNESS my hand and official seal.


Notary Public



DEVELOPER:

By: Carl P. Givras

Its: PRESIDENT
IVORY DEVELOPMENT LLC

STATE OF UTAH §
COUNTY OF SALT LAKE §

This instrument was acknowledged before me on the 15TH day of FEBRUARY, 2023, by CHRISTOPHER P. GIVRAS, an individual.

WITNESS my hand and official seal.

[Signature]
Notary Public



EXHIBIT "A"

Legal description of Developer's Property located at 1230 West 2325 South in Syracuse City (the "Property"):

BOUNDARY DESCRIPTION

A part of the SE1/4 of Section 15, Township 4 North, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the southerly line of Thurgood Circle Subdivision as recorded in the Davis County Recorder's Office at Map No. 4438, being S00°09'08"W 216.50 feet along the section line and N89°50'52"W 311.00 feet from the East Quarter Corner of Section 15, Township 4 North, Range 2 West, Salt Lake Base and Meridian; and running thence along a Warranty Deed recorded as Entry No. 3018256 in Book 6759 at Page 81 in the Davis County Recorder's Office, S00°09'08"W 444.53 feet extending to the northerly line of a parcel in a Warranty Deed recorded as Entry No. 2575463 in Book 5176 at Page 369 in the Davis County Recorder's Office; thence along said northerly deed line East 47.00 feet; thence S00°09'08"W 74.06 feet to the northerly line of a parcel in a Quit Claim Deed recorded as Entry No. 1355728 in Book 2191 at Page 966 in the Davis County Recorder's Office; ; thence along said deed line the following seven (5) courses, (1) Westerly along the arc of a non-tangent curve to the right having a radius of 440.00 feet (radius bears: N00°10'34"W) a distance of 114.15 feet through a central angle of 14°51'51" Chord: N82°44'39"W 113.83 feet; thence (2) N75°18'45"W 16.14 feet; thence (3) S00°21'55"E 62.13 feet; thence (4) N75°18'45"W 234.55 feet; thence (5) along the arc of a curve to the left with a radius of 500.00 feet a distance of 25.86 feet through a central angle of 02°57'48" Chord: N76°47'39"W 25.86 feet; thence N13°20'40"E 57.44 feet; thence N13°20'39"E 137.53 feet to the northerly line of a Quit Claim Deed recorded as Entry No. 3463641 in Book 7967 at Page 524 in the Davis County Recorder's Office; thence along said Deed S89°44'11"W 147.84 feet to the southerly boundary of Hawthorne Phase 3 Subdivision as recorded in the Davis County Recorder's Office at Map No. 3696; thence along said Hawthorne Phase 3 the following three (3) courses, (1) N00°12'36"E 121.92 feet; thence (2) S89°56'06"E 78.84 feet; thence (3) N00°14'25"E 181.55 feet the southerly line of a Warranty Deed recorded as Entry No. 2859235 in Book 6242 at Page 309 in the Davis County Recorder's Office; thence along said southerly line N89°58'37"E 150.00 feet to and along the southerly line of a Quit Claim Deed recorded as Entry No. 2147865 in Book 3979 at Page 971 in the Davis County Recorder's Office; thence along the easterly line of said Quit Claim deed N00°08'11"E 4.96 feet to the southerly boundary of Thurgood Circle Subdivision as recorded in the Davis County Recorder's Office at Map No. 4438; thence along said southerly boundary S89°50'52"E 207.35 feet to the point of beginning.

Contains: 4.37 acres +/-
11 LOTS

BEARINGS IN THE BOUNDARY DESCRIPTION ARE BASED ON THE DAVIS COUNTY COORDINATE SYSTEM. ROTATE BEARINGS CLOCKWISE 0°20'25" FOR THE NAD83 EQUIVALENT BEARING

ALL OF LOTS 105-109 LEGACY PARK ESTATES PHASE 1

EXHIBIT "B"

Depiction of Phase I of Developer's Property located at 1230 West 2325 South in Syracuse City (the "Property"):

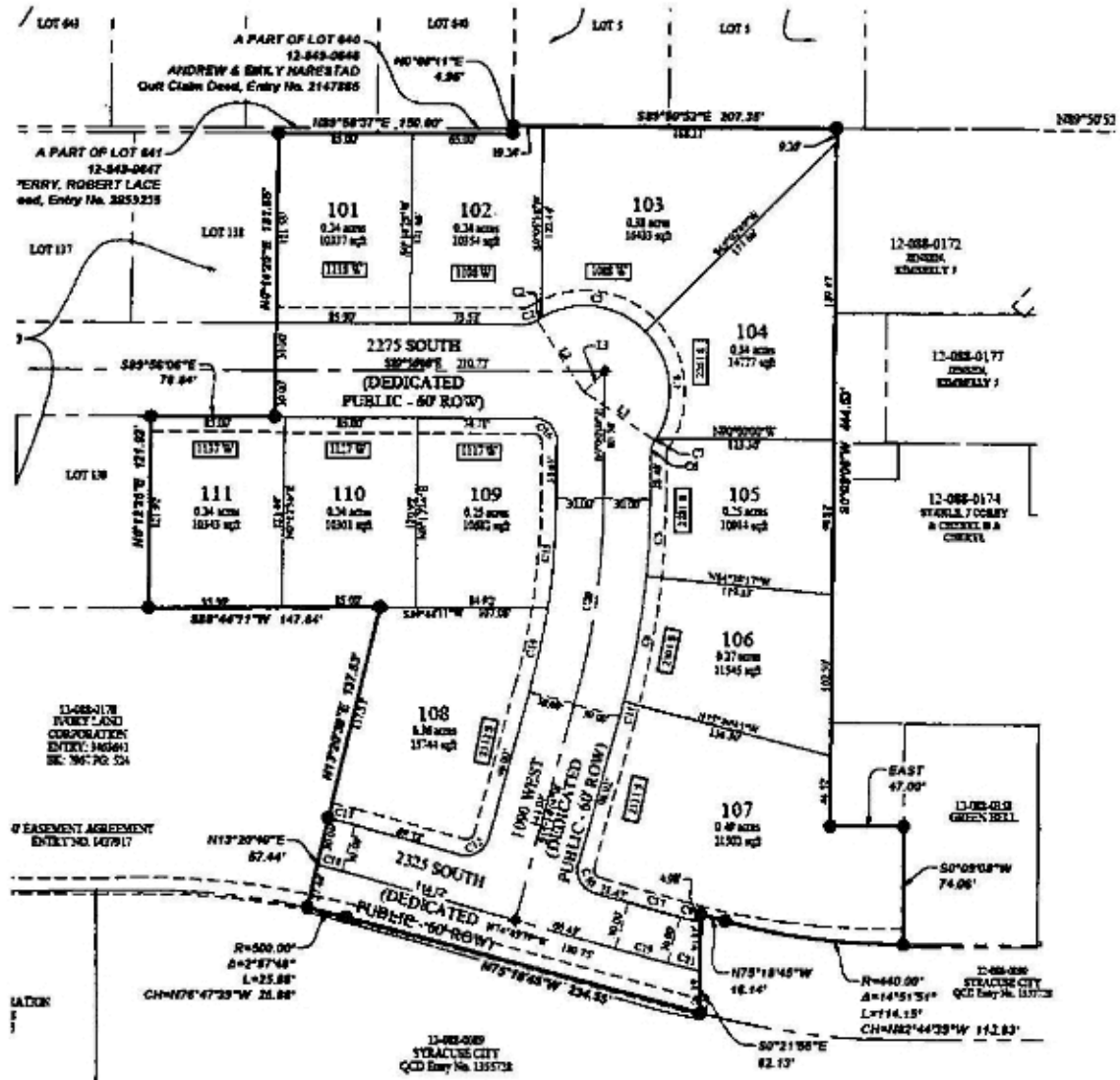
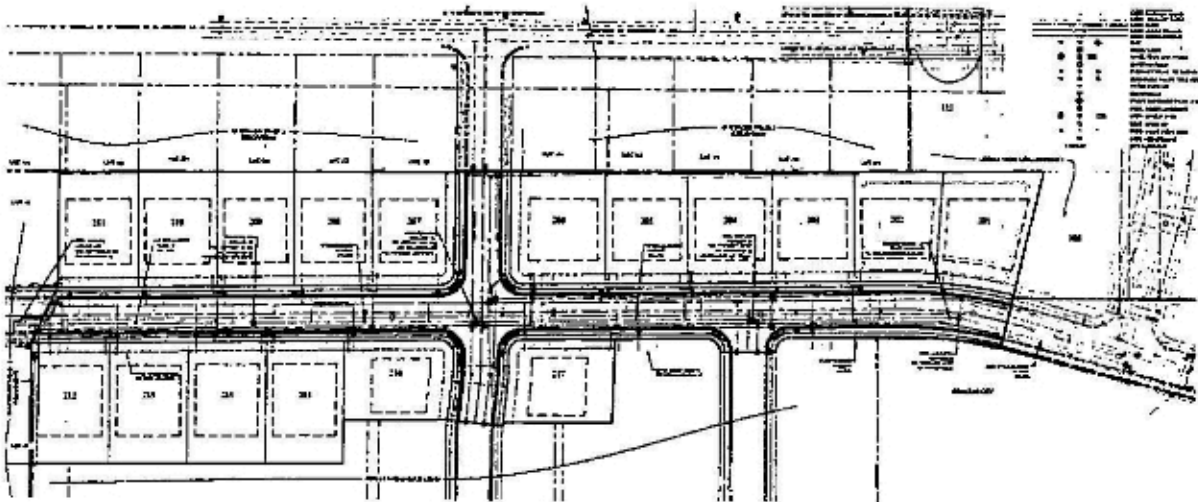






EXHIBIT "C"

Depiction of Phase 2 Sewer System Outflow of Developer's Property located at 1230 West 2325 South in Syracuse City (the "Property"):



LEGEND

	8 SS		8" SANITARY SEWER
	Ex SS		EXIST. SANITARY SEWER