

RETURNED

JUN 23 2025

E 3622632 B 8775 P 1468-1496
KELLY A. SILVESTER
DAVIS COUNTY, UTAH RECORDER
6/23/2025 3:21 PM
FEE 0.00 Pgs: 29
DEP JMF REC'D FOR SYRACUSE
CITY

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Cassie Z. Brown
Syracuse City Recorder
1979 W 1900 S
Syracuse, UT 84075
cassieb@syracuseut.gov

Parcel ID#:

12-105-0170, 12-104-0228, 12-104-0226, 12-104-0230

AGREEMENT REGARDING DEVELOPMENT

This Agreement Regarding Development (“**Agreement**”) is dated as of _____, 2025, by and among Cole West North, LLC, a Utah limited liability company (the “**Developer**”) and **Syracuse City** (the “**City**”). The Developer and the City are sometimes referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

A. The Developer is the owner of the property described on Exhibit A (the “**Developer Property**”).

B. The Developer is seeking the City’s approval of (i) the re-zoning of the Developer Property from the R-1 and A-1 zones to the PRD zone, and (ii) a Subdivision Plat for the subdivision and development of the Developer Property as single family residential lots (the “**Subdivision Plat**”).

C. The Developer will construct single family homes on each of the single family residential lots and sell those homes to homebuyers.

D. The Developer and the City desire to enter into this Agreement to document their agreement regarding the development of the Developer Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Zoning and Density. The zoning of the Developer Property will be changed to the PRD zone. The Developer Property may be developed with up to 113 single family lots as shown in the approved preliminary plat, attached as Exhibit B.

2. Architecture. The architecture of homes constructed on the residential lots within the Developer Property will fully conform to City code as listed in the PRD zone as of the recording of this Agreement and will include those elements highlighted on the Architectural Theme Plan attached as Exhibit C and required by Syracuse Municipal Code Section 10.75.090(C)(3). More specifically, the homes will have:

- A. Covered front porches that are 6 feet wide
- B. Window in front door or to side of front door
- C. Windows in garage doors in all farmhouse style elevations
- D. Masonry 30%, brick or stone front
- E. 70% fiber cement front
- F. Street side wainscot 4-foot-tall masonry on homes with corner lots
- G. No stucco on front
- H. Garages recessed behind front porch

3. CC&Rs and HOA. The Developer will either (a) record covenants, conditions and restrictions (“CC&Rs”) and establish a homeowners association (“HOA”) for the residential lots within the Developer Property, or (b) annex the residential lots within the Developer Property into the existing CC&Rs and HOA in a nearby community.

4. Ownership of Dwellings. The Developer affirms that the Developer Property is intended to be a for-sale residential community, primarily for owner-occupants. The CC&Rs recorded against the Developer Property shall include occupancy and rental restrictions expressly prohibiting the bulk purchase or ownership of three (3) or more units in the Developer Property by an institutional investor, corporate entity, or individual.

5. Fencing. The Developer will remove the existing fencing at the end of the stub road and back to the front yard setback. The Developer will also install a 6-foot-tall privacy fence along the eastern property perimeter and, where applicable, along the northern boundary if no existing fencing has been installed by adjacent property owners. Additionally, the Developer will construct a 12-foot-tall stone pattern precast concrete wall along the entire south and west boundary adjacent to the highway, entirely within the Developer Property boundaries and at the Developer’s sole expense. The Developer is responsible for remedying any landscaping disturbance to an adjacent landowner in performing the fencing requirements in this section.

6. Lot Sizes. The Developer shall not design, plat or build any residential lot that is less than 5,000 square feet (0.114 acres) in size, as shown on the attached Exhibit B.

7. On-Site Common Space.

- A. Syracuse Municipal Code 10.75.040(B) requires that 20% of the Developer Property be on-site common space or that the Developer provide an in-lieu payment.
- B. The Developer Property will include 3.99 acres of on-site common space (14.82% of the total area of the Developer Property).
- C. On-site common space for the Developer Property is approximately 1.39 acres or 5.2% short of the required 20%. As allowed in Syracuse Municipal Code 10.75.040(B)(2), an in-lieu payment may be accepted for the development of a nearby City park. The Jensen Nature Park, a City park, is located to the east of the Developer Property. To satisfy the in-lieu payment requirements, the Developer shall build an off-site trail connection between the Developer Property to the adjacent Jensen Nature Park trail (the “**Connection**”). The Connection will span the Davis County drainage ditches by

either a bridge or culverts as directed by Davis County. All crossings will include the necessary safety features including, but not limited to, railings, ramps and barriers. The Developer shall be responsible to obtain all necessary permits required from Davis County to construct the trail connection. The Developer shall make best efforts to acquire permission from Davis County for the construction of the Connection and will, if required by Davis County, work with Davis County on any reciprocal access easements. The Developer shall dedicate to the City a public access easement for the Connection, through the common space parcel of the Developer Property, to the public street and to the existing public trail. The Developer will be required to coordinate with the City Parks Department in tying into the existing trail and restoring all disturbance to the City trail area. The Connection shall be built to the City's standard trail specifications. The HOA will be responsible for the maintenance of the Connection and bridge/culvert structures including snow shoveling, mowing, resurfacing, etc. The value of constructing the Connection and dedication to the City will be deemed equivalent in value to the 1.39 acres of common space not provided on-site. If the Developer is unable to get sufficient permissions from Davis County to effectively construct the Connection, the Developer will provide an in lieu fee to the City in exchange for less common space in the Development. The Developer and the City agree to a fee of \$3.00 per square foot of common space below the requisite common space. The total square feet subject to the in lieu fee is sixty thousand, five-hundred forty-eight square feet (60,548 square feet). The total fee owed in lieu of common space is one-hundred eighty-one thousand, six-hundred forty-four dollars (\$181,644.00). The fee shall be applied toward improvements at the Jensen Nature Park, located near the development.

- D. In addition to the Connection, the Developer shall build the following amenities on the Developer Property as depicted on Exhibit D (the "Amenities"):
 - i. Seat Walls
 - ii. Shade Pavilion with picnic tables
 - iii. Pickleball courts (3) enclosed by fencing with outdoor lighting
 - iv. Playground with play structures, spinners and swings over safety surfacing
 - v. Bench Seating
 - vi. Bike Racks
 - vii. Tree Buffer on common space parcels that abut West Davis Corridor
 - viii. Widened 8-foot-wide sidewalk along street parallel and closest to West Davis Corridor
- E. All new trails through open space in the Developer Property shall be a minimum of 10 feet wide and be hard surface concrete or asphalt.
- F. The HOA will be responsible for maintenance of all open space and property not deeded to a homeowner in a residential lot on the Developer Property.

8. Limitations on the Delivery of Building-Permit Ready Lots.

- A. The Developer shall pay all fees required by Chapter 8.10 of the City Code at the time of final plat application and recordation.
- B. The Developer shall construct buildings to comply with the City Code and pay all fees applicable at the time the Developer applies for building permits.

C. The Developer shall reserve the right to apply for, plat, and construct any number of lots and its associated infrastructure within the Developer Property, whether in a single phase or in multiple phases, at the Developer's sole discretion. Notwithstanding the foregoing, the Developer, and any successor or assign thereof, shall be authorized to apply for and obtain building permits only in accordance with the following limitations, and in no event shall the number of building-permit ready lots delivered in any calendar year exceed the amounts set forth below:

- i. Calendar Year 2025: The Developer shall not deliver any building-permit ready lots.
- ii. Calendar Year 2026: The Developer shall be permitted to deliver no more than thirty (30) building-permit ready lots.
- iii. Calendar Year 2027: The Developer shall be permitted to deliver no more than forty (40) building-permit ready lots.
- iv. Calendar Year 2028: The Developer shall be permitted to deliver no more than forty-three (43) building-permit ready lots.

9. Subdivision Plat Approval. Notwithstanding the requirements of Syracuse Municipal Code Section 10.125.020, the Developer may, at its own risk, apply for preliminary approval of the Subdivision Plat without a jurisdictional determination from the Army Corps of Engineers. The Developer may also, at its own risk, apply for final approval of Subdivision Plat with only a copy of the jurisdictional determination application to the Army Corps of Engineers. Notwithstanding the requirements of Syracuse Municipal Code Section 10.75.040(C), if all other requirements have been satisfied, the Subdivision Plat may receive final approval and be recorded.

10. High Groundwater. Developer shall construct all buildings with the lowest finish floor elevation higher than the top back of curb elevation along the frontage of the lot.

11. Abandoned North Davis Sewer. Developer shall remove the existing abandoned North Davis Sewer Main running through the Developer Property. After removal the sewer trench shall be backfilled and compacted. A licensed Geotechnical Engineer in the State of Utah shall certify the trench compaction is suitable to build structures on. This certification shall be submitted to the City per phase prior to releasing any building permits.

12. Assignment. Neither this Agreement nor any of the provisions, terms, or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. Notwithstanding the foregoing, the Developer shall have the right to assign this Development Agreement to (i) a parent, subsidiary, or affiliate of the Developer, (ii) a successor entity by way of merger or acquisition, or (iii) any entity resulting from (a) a transaction or series of related transactions in which an individual or entity, or group of related individuals or entities (other than an affiliate of the Developer), directly or indirectly acquires more than fifty percent (50%) of the outstanding ownership interests in the Developer, or (b) a sale, lease, or other disposition of (1) all or substantially all of the assets of the Developer, and/or (2) at least fifty percent (50%) of the direct and indirect subsidiaries of the Developer, provided that the Developer provides the City with written notice of such assignment, the name and address of the applicable parent, subsidiary, or affiliate of the Developer, and a copy of the assignment. This restriction on assignment is not intended to prohibit or impede the sale by the Developer.

13. Time Frame for Performance and Time Limitation. This Agreement will be binding on the Developer and its successors and assigns in perpetuity unless this Agreement is modified in accordance with the provisions of the Agreement outlined below. As time is the essence, the City agrees to expedite necessary reviews, comments, and approvals.

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

15. No Modification. This Agreement may not be amended or modified except in writing executed by the Party against whom such amendment or modification is being charged and recorded in the official records.

16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements with respect thereto, whether oral or written.

17. No Waiver. No delay or omission in exercising any right or in enforcing any provision of this Agreement shall constitute a waiver of such right or provision.

18. Attorneys' Fees. In the event of a dispute or litigation between the Parties with respect to the interpretation or enforcement of this Agreement, the prevailing Party in such dispute shall be entitled to reimbursement from the non-prevailing Party of its reasonable out-of-pocket attorneys' fees and costs incurred in connection with such dispute or litigation, including costs and expenses incurred in connection with the enforcement, perfection, or collection of any judgment.

19. Binding Agreement. Each Party represents and warrants that this Agreement has been duly and validly authorized, executed, and delivered, and constitutes the valid and binding obligation of such Party, and is enforceable in accordance with its terms.

20. Vested Rights. The Developer will acquire vested rights to develop the Developer Property in accordance with this Agreement and with the types, densities, and intensities of land uses set forth in the City Code as of the recording of this Agreement. The City agrees to promptly grant the Developer those permits and approvals necessary to permit the Developer to implement and complete the Developer Property pursuant to this Agreement.

21. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

Cole West North, LLC,
a Utah limited liability company

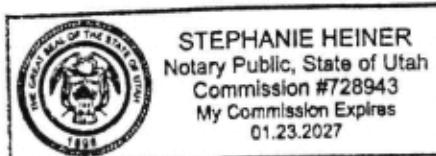
By: Chayt
Name: Colin H. Wright
Title: Manager

STATE OF UTAH)
)ss.
County of Davis)

The foregoing instrument was acknowledged before me this 28th day of May,
_____, 2025, by Colin H. Wright, who being by me duly sworn did say
that she/he is the Manager of Cole West North, LLC, a Utah limited liability company, and that the
foregoing instrument was signed on behalf of said entity, and she/he acknowledged to me that said
entity executed the same.

SPH

Notary Public



Syracuse City

By: Dave Maughan
DAVE MAUGHAN
Mayor



ATTEST:

By: Cassie Z. Brown
CASSIE Z. BROWN
City Recorder

STATE OF UTAH)
)ss.
County of Davis)

The foregoing instrument was acknowledged before me this 1 day of June, 2025, by Dave Maughan, who being by me duly sworn did say that he is the Mayor of Syracuse City and that the foregoing instrument was signed on behalf of said entity, and he acknowledged to me that said entity executed the same.

Marisa Graham
Notary Public

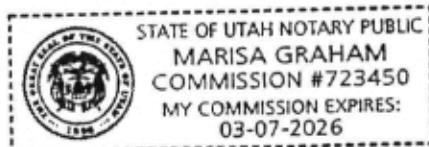


EXHIBIT A

LEGAL DESCRIPTION OF THE DEVELOPER PROPERTY

PHASE 1 BOUNDARY DESCRIPTION

A PARCEL OF LAND BEING PART OF THE WEST HALF OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT S89°55'04" W 1324.31 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 22 BEING FROM THE CENTER CORNER OF SAID SECTION 22 AND RUNNING THENCE S32°16'38" W 148.72 FEET TO THE NORTHERLY RIGHT OF WAY AND NO-ACCESS LINE OF UTAH DEPARTMENT OF TRANSPORTATION STATE ROUTE 177; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: 1) N57°43'22" W 149.86 FEET, 2) ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1913.96 FEET, A DISTANCE OF 344.91 FEET, A CHORD DIRECTION OF N52°33'37" W, AND A CHORD DISTANCE OF 344.44 FEET, 3) N47°23'52" W 729.52 FEET TO THE SOUTH LINE OF TRAILSIDE PARK PHASE 8 SUBDIVISION, THENCE N89°54'58" E 1017.18 FEET TO THE WEST LINE OF VILLAGE AT THE BLUFF PHASE 1 SUBDIVISION, THENCE ALONG SAID PHASE 1 AND VILLAGE AT THE BLUFF PHASE 2 SUBDIVISION S00°03'04" W 658.99 FEET TO THE POINT OF BEGINNING.

CONTAINS 10.34 ACRES IN AREA

PHASE 2 BOUNDARY DESCRIPTION

A PARCEL OF LAND BEING PART OF THE WEST HALF OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CENTER CORNER OF SAID SECTION 22 AND RUNNING THENCE ALONG THE EAST LINE OF SAID WEST HALF OF SECTION 22 S00°12'25" W 860.39 FEET TO THE NORTHERLY RIGHT OF WAY AND NO-ACCES LINE OF UTAH DEPARTMENT OF TRANSPORTATION STATE ROUTE 177; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES: 1) ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 10875.00 FEET, A DISTANCE OF 969.71 FEET, A CHORD DIRECTION OF N64°16'37" W, AND A CHORD DISTANCE OF 969.39 FEET, 2) N61°43'22" W 255.53 FEET, 3) N57°41'40" W 67.76 FEET, 4) N57°43'22" W 289.77 FEET, THENCE N32°16'38" E 148.72 FEET TO THE SOUTH LINE OF THE VILLAGE AT THE BLUFF PHASE 2 SUBDIVISION; THENCE ALONG SAID VILLAGE AT THE BLUFF PHASE 2 SUBDIVISION, EDGEWATER PARK PHASE 1 AND PHASE 2 SUBDIVISION AND DAVIS COUNTY PARCEL NO. 12-104-0157 N89°55'04" E 1324.31 FEET TO THE POINT OF BEGINNING.

CONTAINS 16.58 ACRES IN AREA

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EXHIBIT B

PRELIMINARY PLAT

SALTROCK PHASE 1 SUBDIVISION

LOCATED IN THE WEST HALF (1/2) OF SECTION 32, TOWNSHIP 2, MERRIT, BUREAU COUNTY, UTAH

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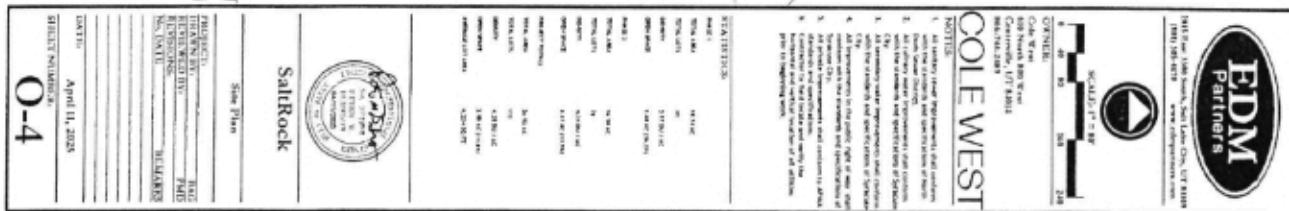
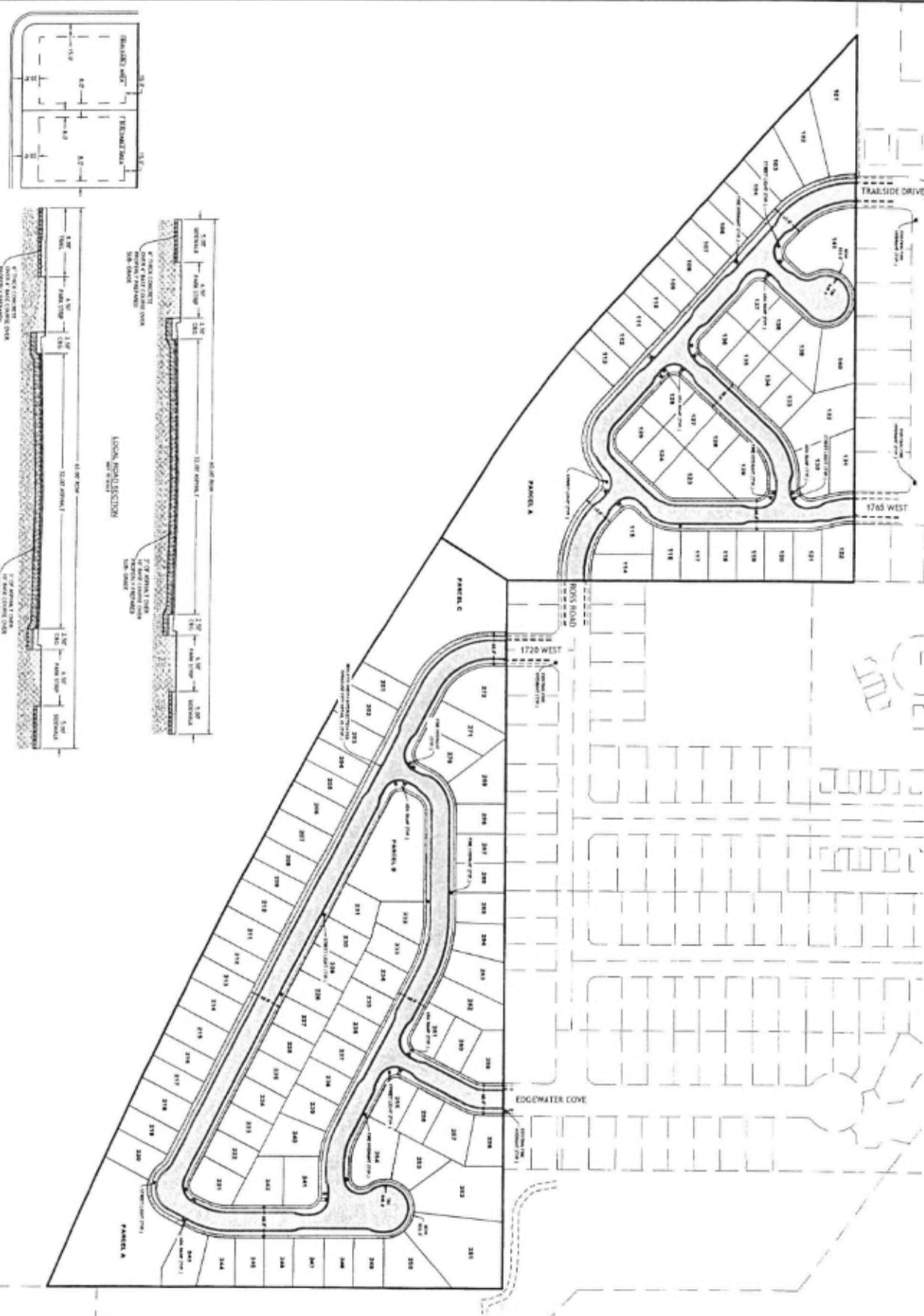
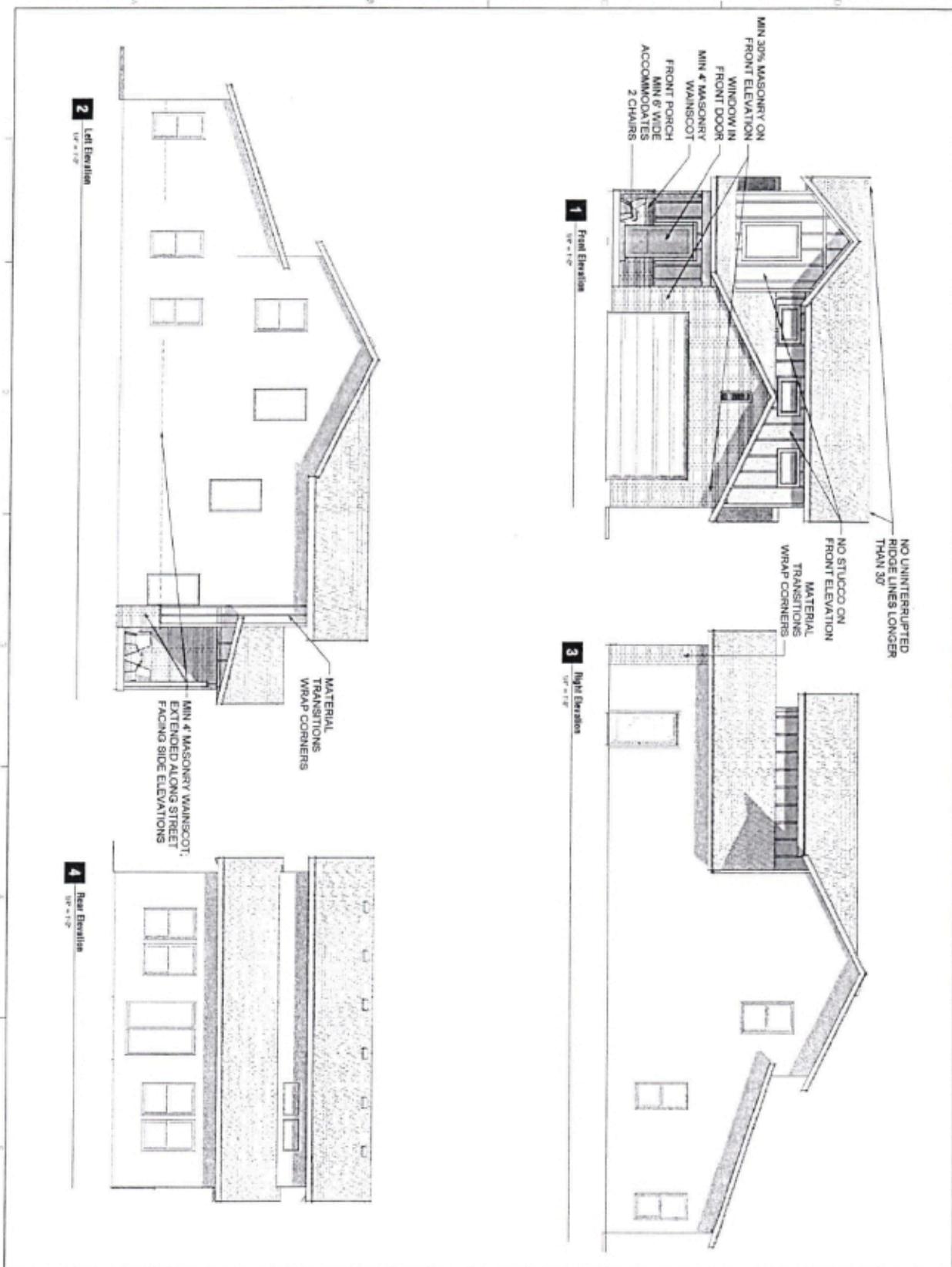


EXHIBIT C

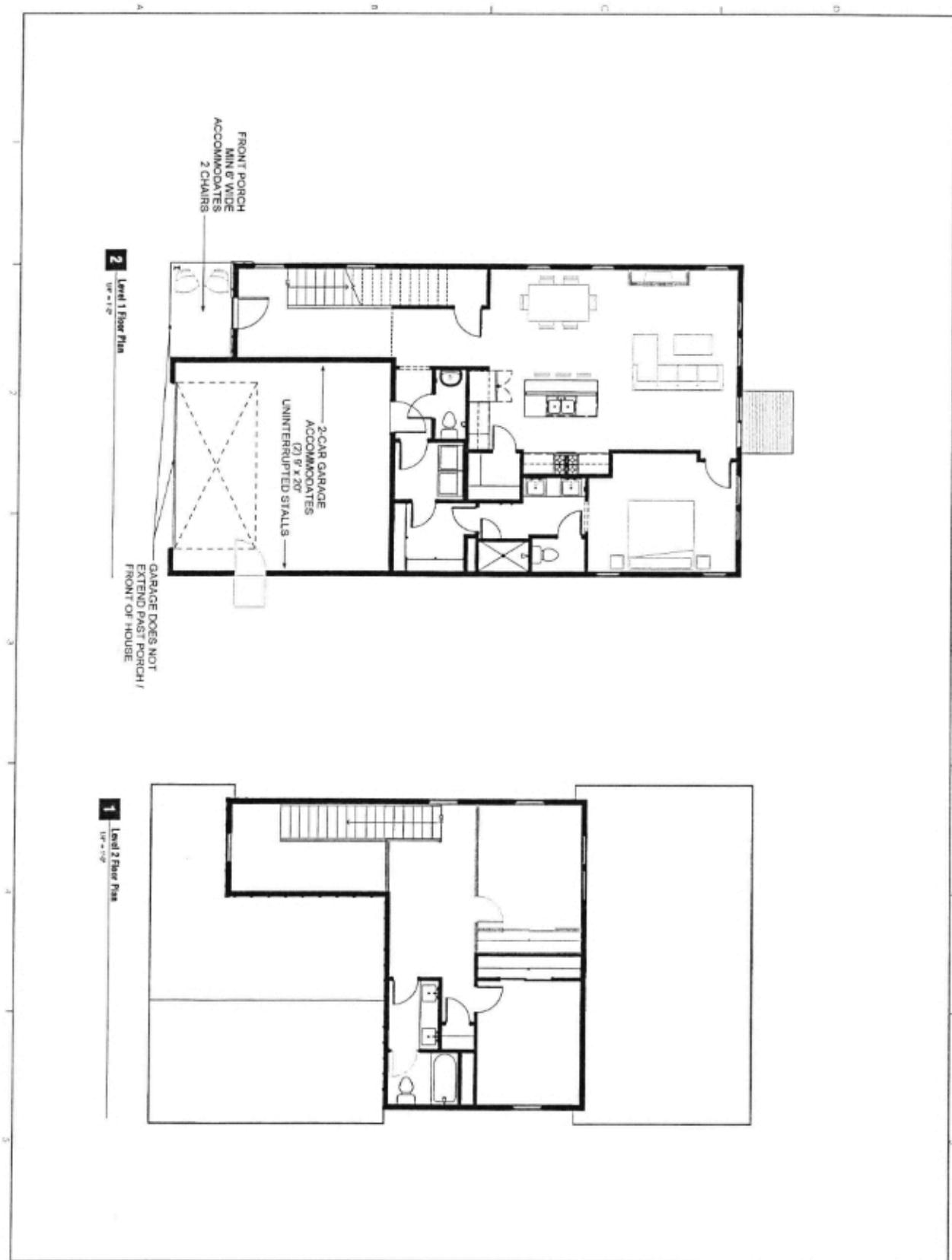
ARCHITECTURAL THEME PLAN



REVISIONS: PROJECT
Arial I - Concept Plan
SoftRock
Syracuse, UT

COLE WEST

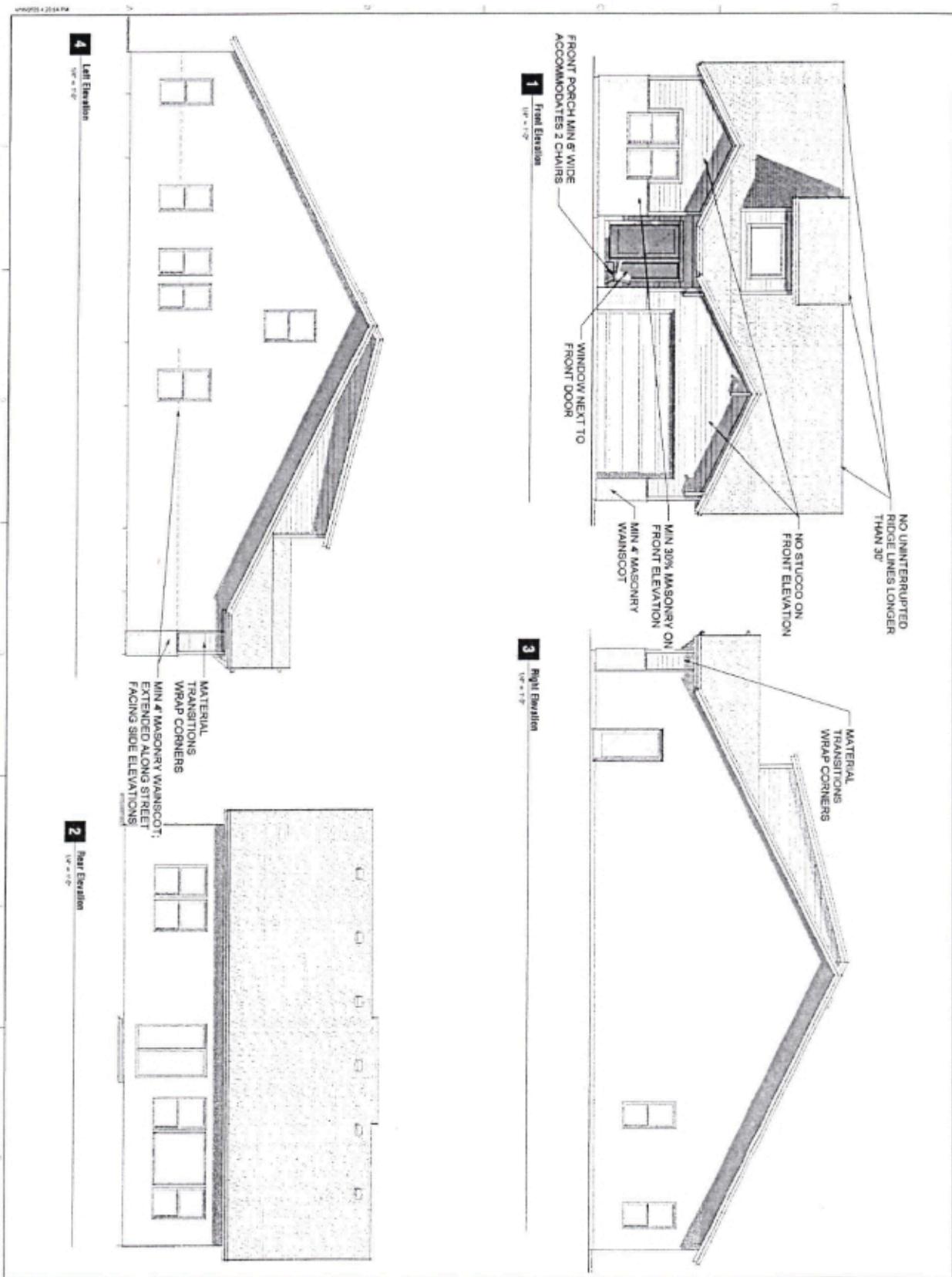
M200
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BY:
M200



PROJECT
Arial I - Concept Plan
REVISIONS
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Floor Plans
SALT ROCK
Syracuse, UT

SHEET:
M100
DRAWN BY:
CONCEPTUAL DESIGN

COLE WEST



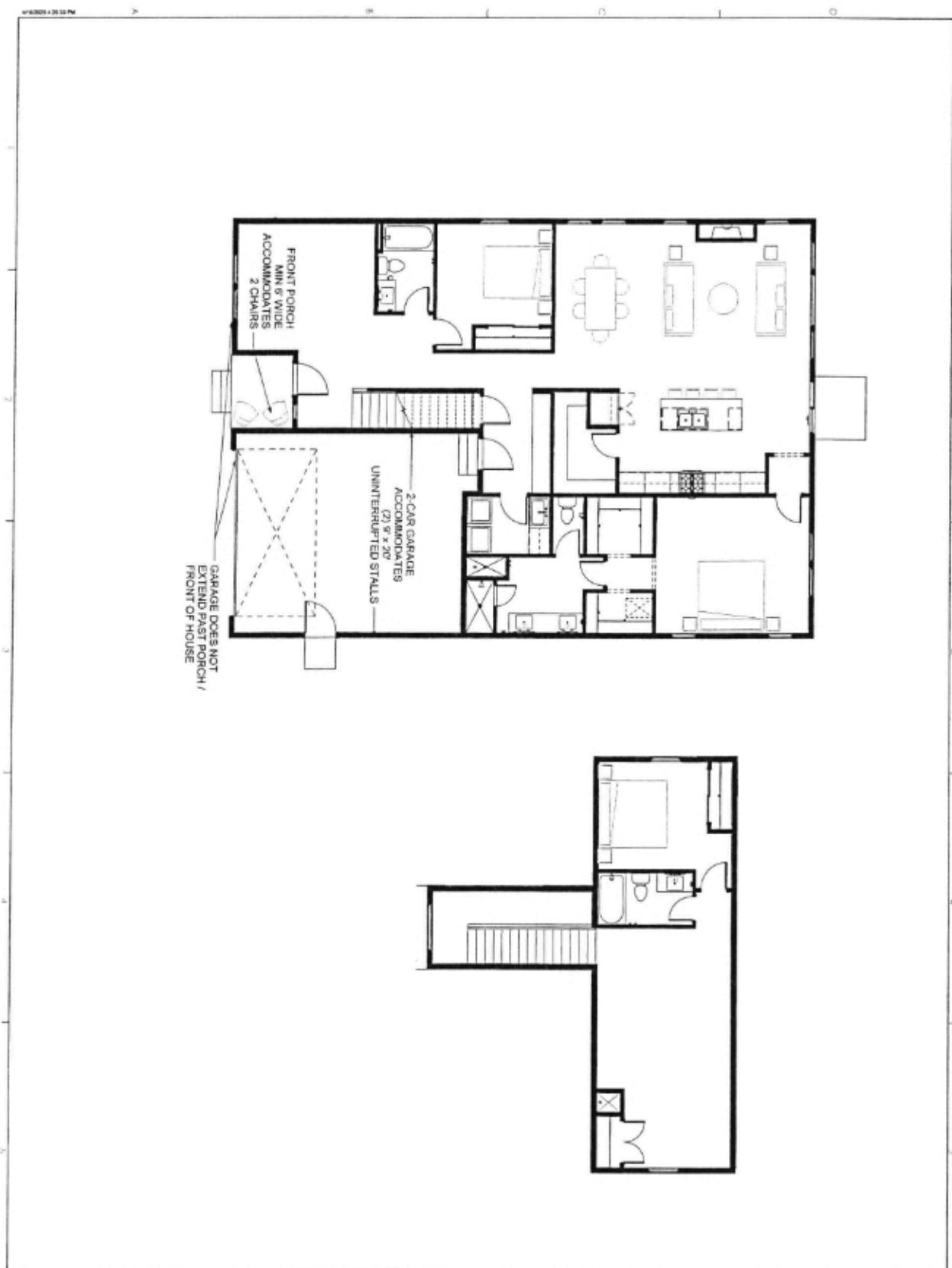
PROJECT
Courier II - Concept Plan
201001
TITLE
Elevations
REVISIONS

COLE WEST

SHEET
M200
12' x 12'

NOTE: DRAFT
CONCEPTUAL DESIGN

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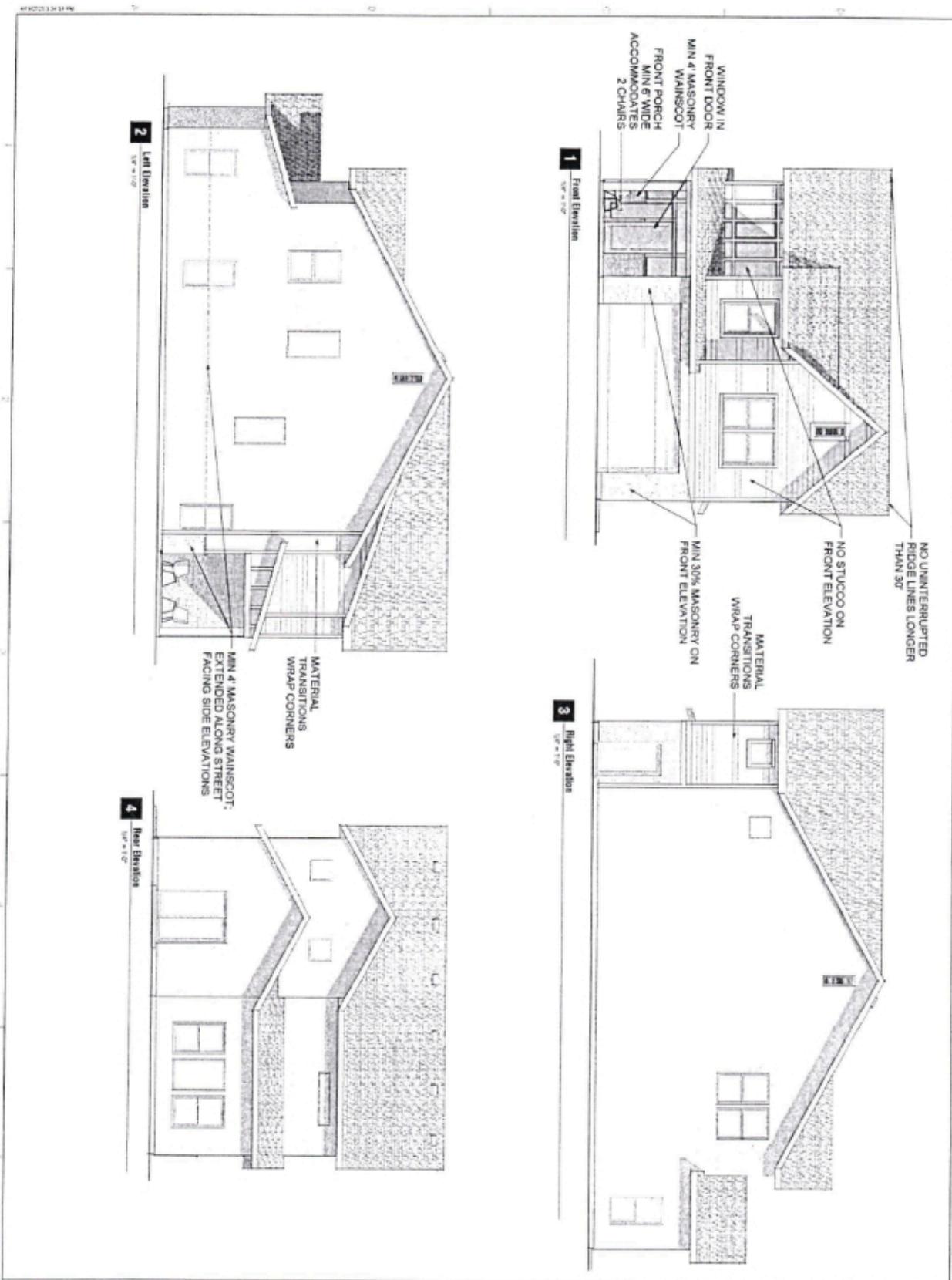
REVISIONS: PROJECT
Courier II - Concept Plan
SaiRock

COLE WEST

W100
WORKS
CONCEPTUAL DESIGN

SHEET _____

TITLE:
Floor Plans



SHEET
M200

NOTE: DATE: 04/05/2012

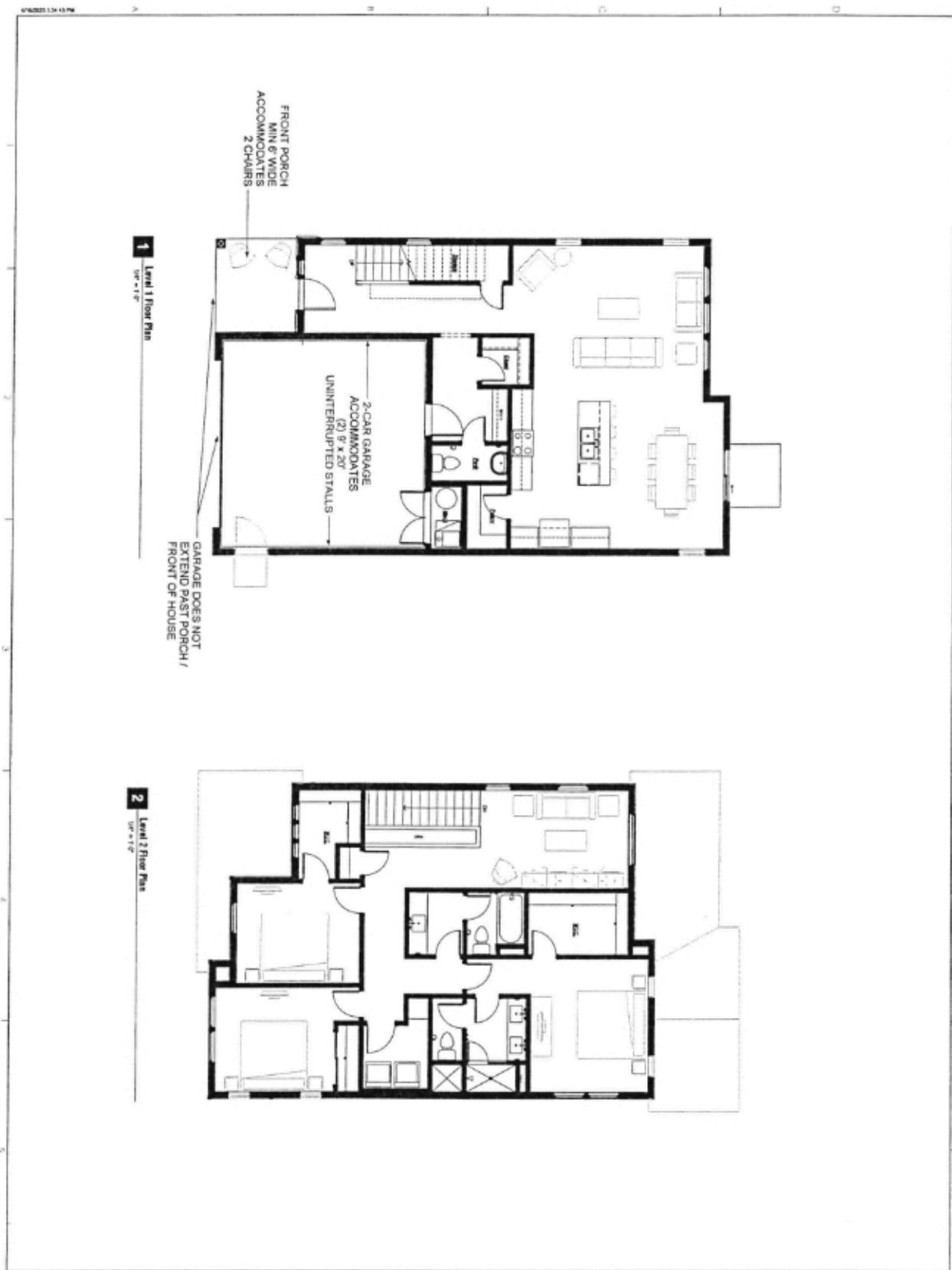
REVISIONS:

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REVISIONS:

COLE WEST

3622632
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REVISIONS | PROJECT
Swiss II - Concept Plan
SarRock

COLE WEST

M100

DATE: 10/10/00

NAME: DEPARTMENT

CONCEPTUAL DESIGN

EXHIBIT D

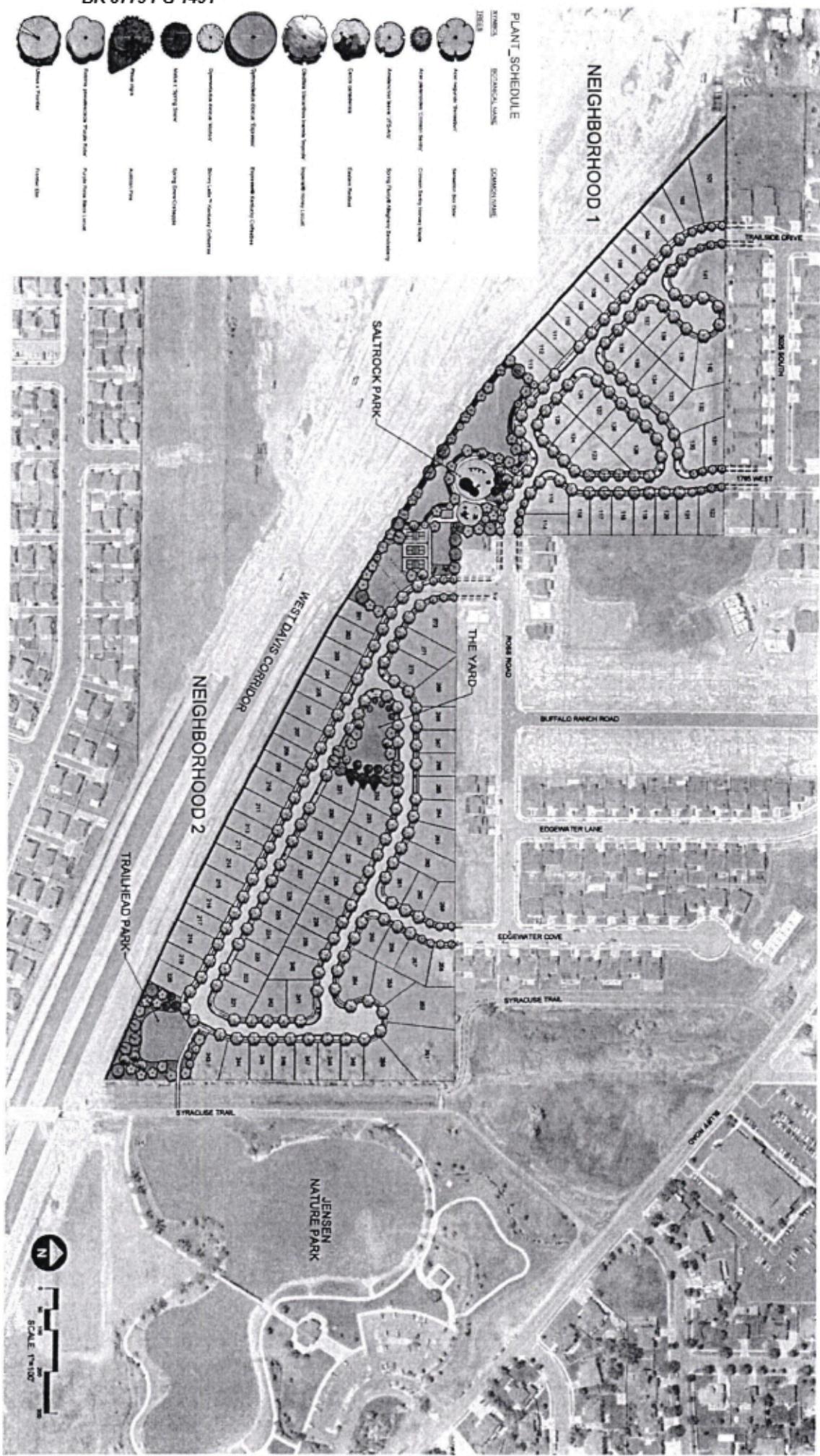
COMMON SPACE AMENITY PLAN



COLE WEST

SALTROCK MASTER PLAN

APRIL 16, 2025



SCALE 1" = 100'

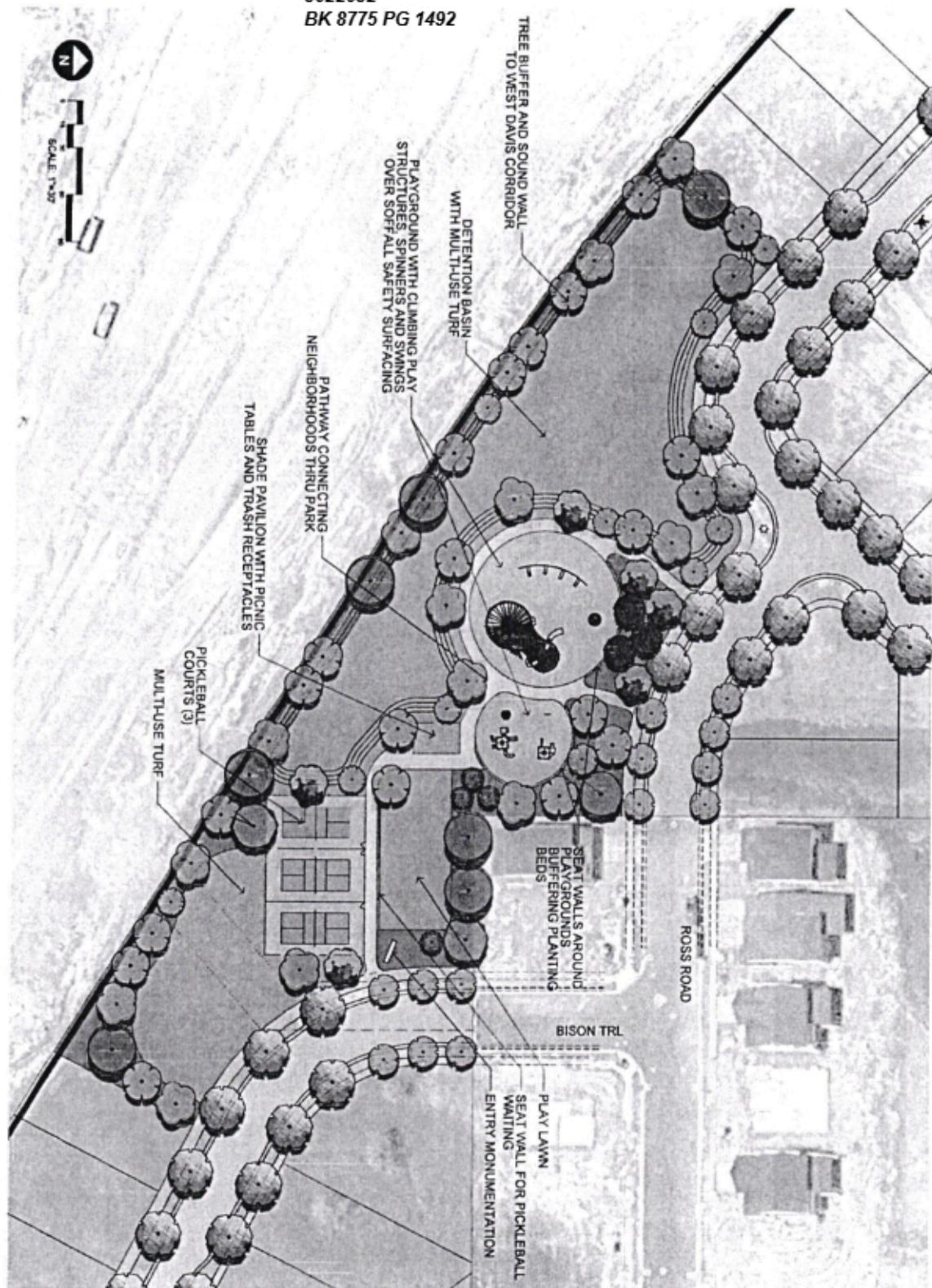


COLE WEST

SALTROCK PARK PLAN

APRIL 16, 2025

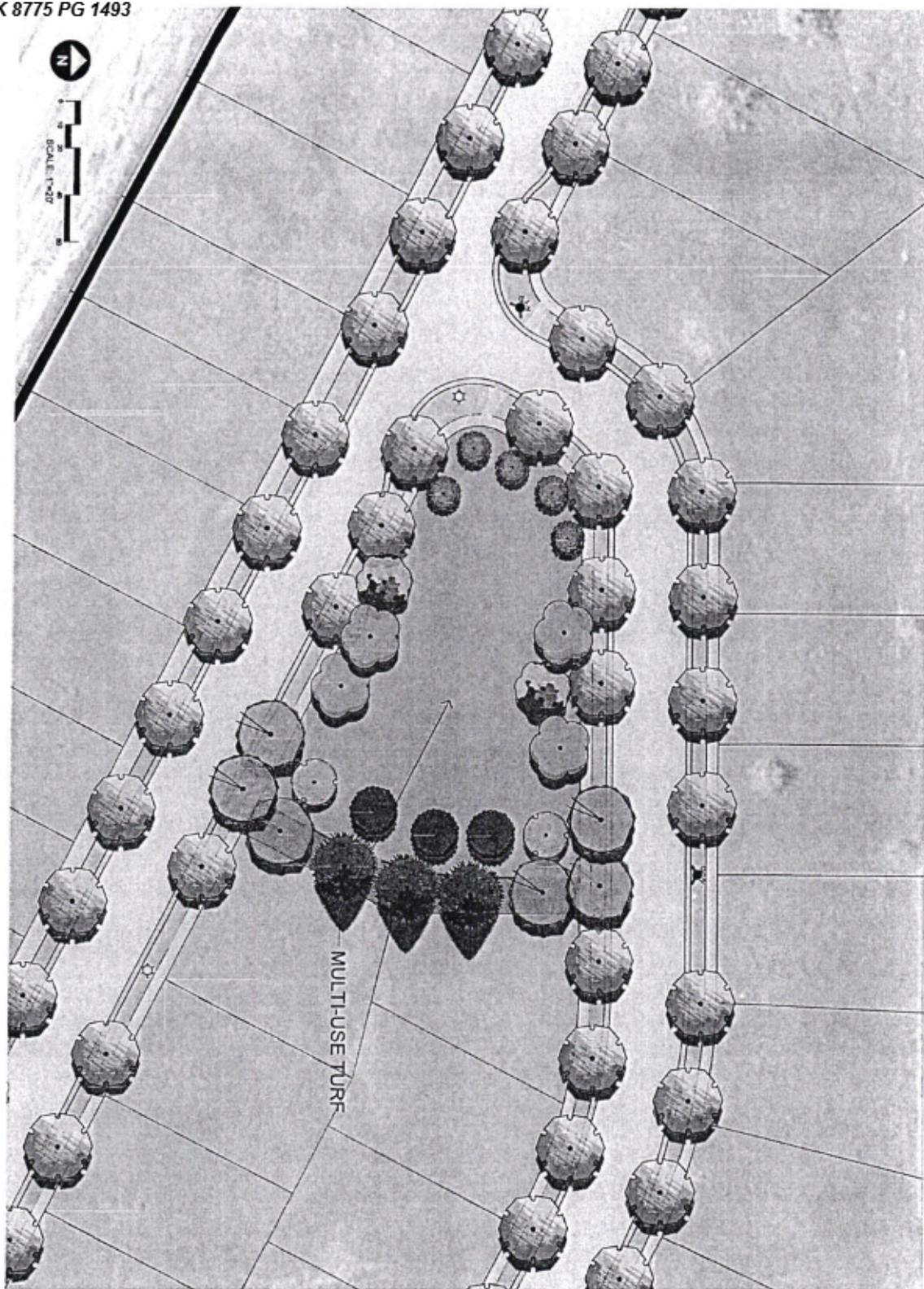
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BK 8775 PG 1493



COLE WEST



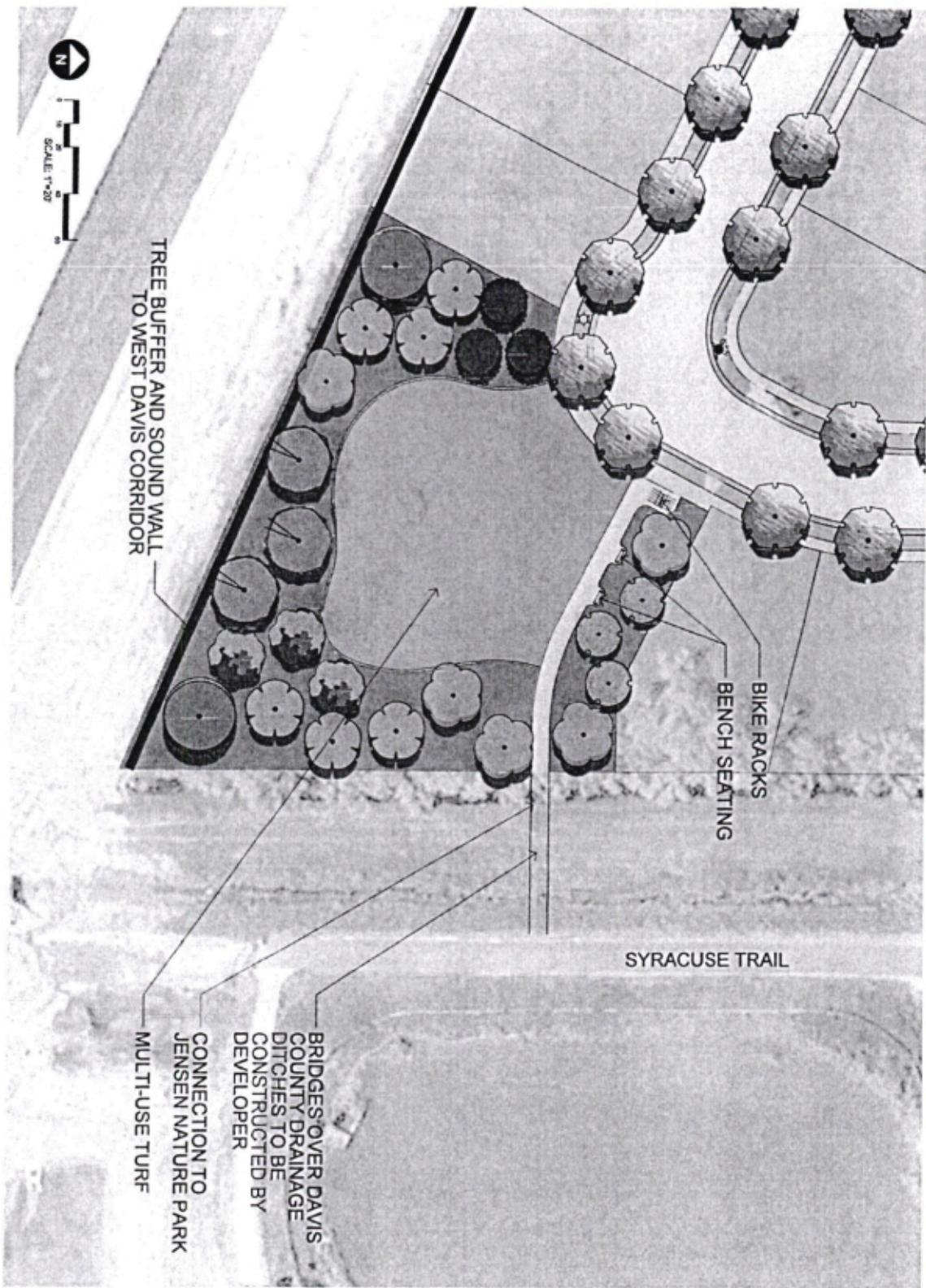
PLAN
APRIL 16, 2025



COLE WEST

TRAILHEAD PARK PLAN

APRIL 16, 2025

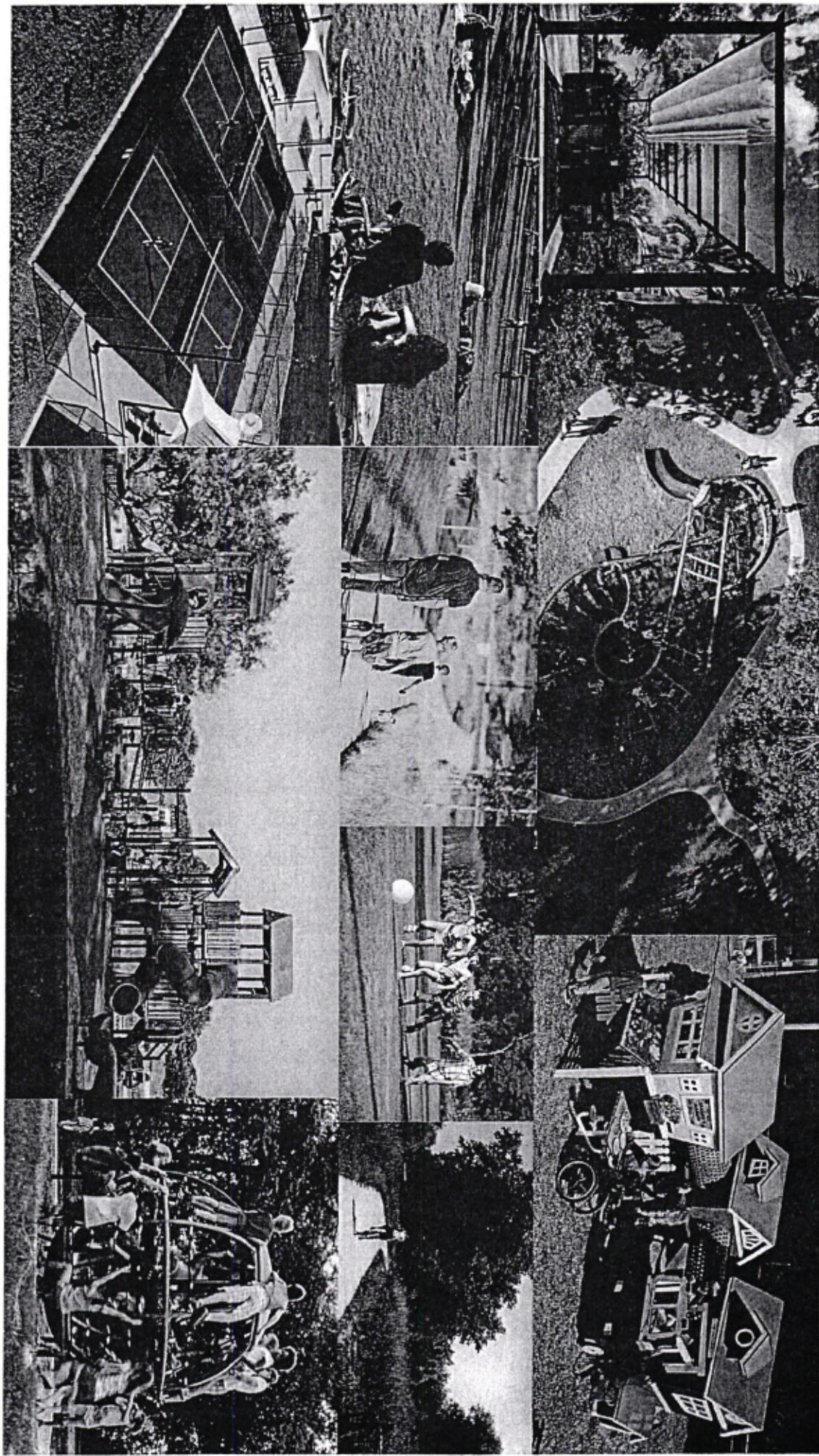




COLE WEST

PARK PRECEDENT IMAGERY

APRIL 16, 2025



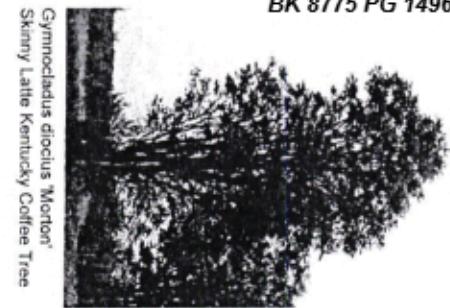
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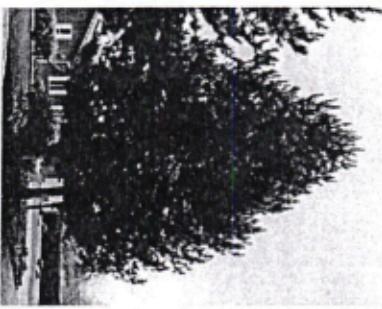
COLE WEST

TREE IMAGES

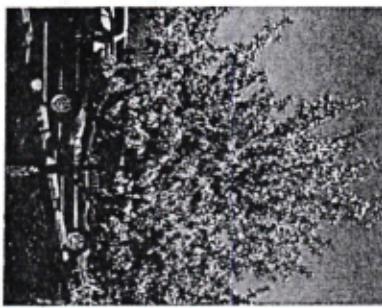
APRIL 16, 2025



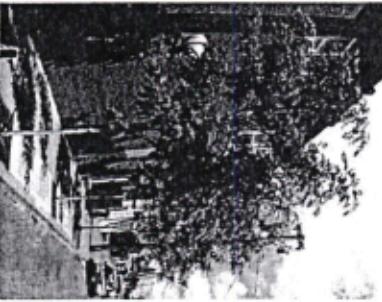
Gymnocladus dioicus 'Morton'
Skinny Latte Kentucky Coffee Tree



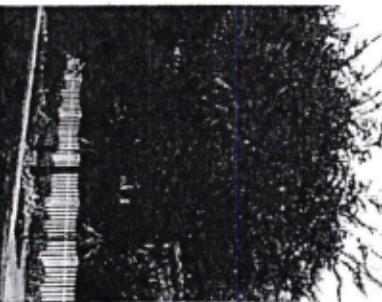
Pinus nigra
Austrian Pine



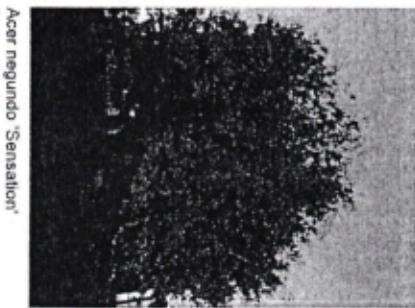
Malus 'Spring Snow'
Spring Snow (fruitless) Crabapple



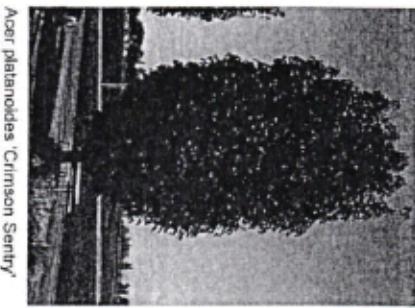
Robinia pseudoacacia 'Purple Robe'
Purple Robe Locust



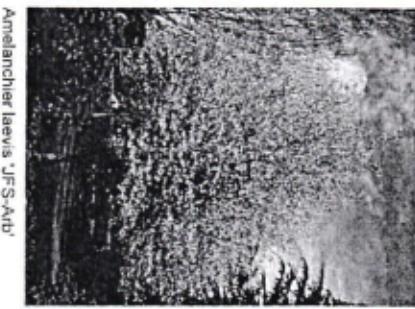
Ulmus x 'Frontier'
Frontier Elm



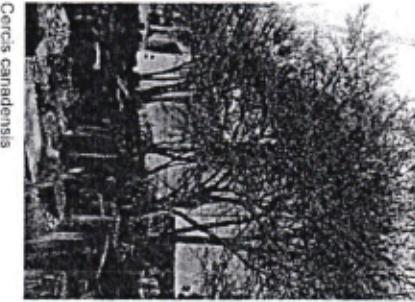
Acer negundo 'Sensation'
Sensation Maple



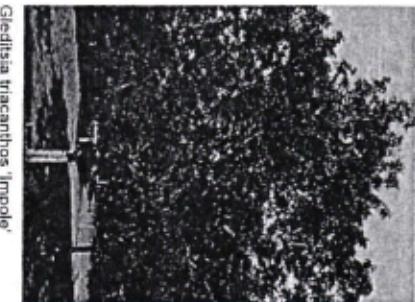
Acer platanoides 'Crimson Sentry'
Crimson Sentry Maple



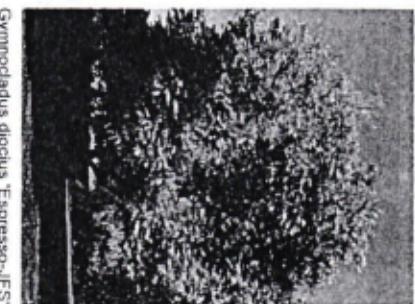
Amelanchier laevis 'JFS-Arb'
Spring Flurry Serviceberry



Cercis canadensis
Eastern Redbud



Gleditsia triacanthos 'Impala'
Imperial Honeylocust



Gymnocladus dioicus 'Espresso-JFS'
Espresso Kentucky Coffee Tree