

After recording return to  
Brigham City Corporation  
Attn: City Recorder  
20 N. Main  
Brigham City, UT 84302

Entry No. 416739 B: 1426 P: 1849  
08/18/2020 02:32:35 PM FEE \$0.00 Pages: 6  
AGREEMENT For: BRIGHAM CITY CORP  
Chad Montgomery, Box Elder County Utah Recorder



## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 14 day of August, 2020, by and between BRIGHAM CITY CORPORATION, a Municipal Corporation organized pursuant to the laws of the State of Utah, hereinafter called "City" and VISIONARY HOMES 2020, LLC, hereinafter called the "Developer." City and Developer may be referred to individually as "Party" and collectively as "Parties."

### WITNESSETH:

WHEREAS, Developer purchased 34.26 acres of land located at 909 N. Main Street in Brigham City, Box Elder County, Utah, referred to as the old golf course as described and shown in Exhibit "A"; and

WHEREAS, Developer petitioned a rezone of the property from R-1-8 to R-M-7 to construct a mixed housing development consisting of single family lots and townhome units through a Planned Unit Development Subdivision application called the North Point PUD Subdivision; and

WHEREAS, the City recently adopted an update to the Brigham City General Plan in 2017, where the portion of said property that was previously designated as Low Density Residential to was changed to Medium Density Residential; and

WHEREAS, the change to the General Plan Land Use Map for this area was based upon several potential developers input and interest that this property would best be developed as mixed housing development with single family lots adjacent to existing and future single family properties and multiple family housing adjacent to UDOT roadways (Main Street and SR-13); and

WHEREAS, the City desires to enter into an agreement with Developer to ensure the site develops with mixed housing of single family and multiple family dwellings and not end up as a rezoned property that could be developed entirely with multiple family dwellings which would defeat the purpose of the intended change to the General Plan; and

WHEREAS, the purpose of the agreement is to address the nature and type of housing and the transition of housing to achieve the overall purpose and intent for developing this unique property adjacent to single family properties, UDOT roadways, and close proximity to industrial and commercial zoning districts; and

WHEREAS, Utah Code, Section 10-9a-102(2) permits the City to enter into development agreements it considers "necessary or appropriate for the use and development of land within the municipality" and use of the development agreement to fulfill land use purposes including the "governing uses, density, open spaces, structures, buildings, ... transportation and public or alternative transportation, infrastructure, street and building orientation and width requirements" while providing "fundamental fairness in land use regulation" and balancing "the foregoing purposes with a landowners private property interest"; and

WHEREAS, City Code, Section 29.01.050 authorizes the City to enter into a development agreement "to set forth the specific requirements, elements and any other aspects of a development, including vesting of zoning and uses, aesthetic standards and requirement"; and

WHEREAS, the Parties acknowledge and agree that said property would best serve as a mixed housing development to ensure the proper transition of housing with the existing and future neighboring single family properties, proximity of industrial and commercial zoning, and required site and roadway improvements; and

WHEREAS, The City, acting pursuant to its authority under Utah Code, and its ordinances and in furtherance of its land use policies and development interests, has made certain determinations with respect to the proposed subdivision improvements, including that it is in conformance with its current land use goals and ordinance, if it is developed as required in this Agreement, and the City, in the exercise of its discretion, has elected to approve this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Parties agree with one another as follows:

1. All Parties agree to record this development agreement against the subject property to run with the land prohibiting the entire site to be developed as multiple family dwellings.
2. All Parties agree that the definition of "multiple family" as used within this Agreement shall also include townhome dwelling units in combinations of three (3) units or more and such townhome units shall be permitted; and
3. All Parties agree that the subject property may consist of a combination of single family lots and townhomes up to at least two hundred and twenty-six (226) total dwelling units but no more than one hundred and eighty-eight (188) townhome units, provided that there is an appropriate ratio of single family lots and townhomes to maintain the mixed housing development concept and that said single family lots or an equivalent open space buffer are to be placed adjacent to the existing and future single family properties, which includes the Brigham Willows Subdivision, 500 West Street, and the north property line.
4. The Parties agrees to enter into a separate development agreement if needed to address the nature of utilities, alley ways, certain services, and maintenance if clarification is required between the role of the City and the future Homeowners Association.
5. Developer agrees to install the large central common open space and amenities area once one-half (1/2) of the number of lots/units have been constructed.

6. Developer agrees that a subdivision plat be recorded with the multiple family dwelling portion of the development to ensure potential home ownership. Any single family lots already require a recorded subdivision plat.

7. All Parties agree that this development agreement would not restrict the site to be developed with all single family lots if the housing market dictates otherwise and the Developer decides to modify the housing product.

8. This agreement does not preclude Developer from filing applicable applications with City, UDOT, or Army Corp of Engineers, to obtain required approvals to develop said property.

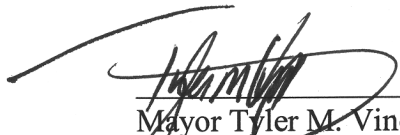
9. Any changes or modifications of this Agreement by either Party shall be in writing and signed by the City and Developer.

10. This Agreement is binding on and shall inure to the benefit of the executors, administrators, heirs, successors, and assigns of the Parties.

11. If any part of this Agreement is found to be invalid by a Court of competent jurisdiction, the Parties shall be relieved from any and all responsibility under those provisions of this Agreement. Upon such a finding, all other provisions of this Agreement shall remain in force. If the Legislature of the State of Utah should pass a law which would invalidate any portion of this Agreement, the Parties are released from further responsibility hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

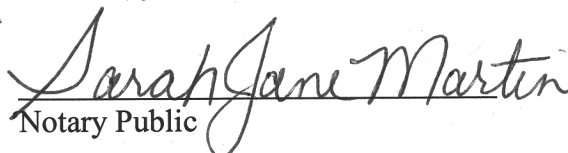
CITY

  
\_\_\_\_\_  
Mayor Tyler M. Vincent,  
Brigham City


State of Utah )  
: ss  
County of Box Elder )

On 18 day of August, 2020, Personally appeared before me Tyler M. Vincent. Who being duly sworn by me did say, for himself that he is the said authorized agent of Brigham City Corporation, and that within the foregoing instrument was signed in behalf of said Brigham City Corporation, and that the said authorized agent did duly acknowledge to me that said corporation executed the same.



  
\_\_\_\_\_  
Notary Public

Approved As to Form:

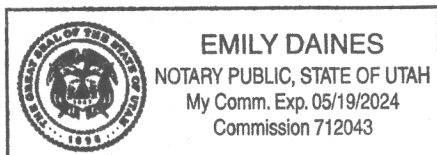
 8/17/2020  
Office of City Attorney Date


**DEVELOPER**

  
VISIONARY HOMES 2020, LLC  
Position: Manager

State of Utah )  
: ss  
County of Box Elder )

On 14 day of August, 2020, Dallas Nicoll member,  
for and on behalf of VISIONARY HOMES 2020, LLC, personally appeared before me, the  
undersigned notary public in and for said state and county, being duly sworn, acknowledged to  
me, that he is the said authorized agent of VISIONARY HOMES 2020, LLC, a Utah Limited  
Liability Company, and that within and foregoing instrument was signed in behalf of said  
corporation, and said authorized agent did duly acknowledge to me that said corporation  
executed the same.



  
Notary Public

## Exhibit "A"

## Legal Description

**Parcel No. 03-082-0072**

PRT SW/4 OF SEC 12 T09N R02W SLM. BEG AT PT ON E R/W/L OF 500 W ST & EXIST FENCE/L LOC N01\*11'34"W ALG W/L SD SEC 1963.96 FT (N01\*12'20"W 1963.07 FT REC) & N88\*36'17"E 822.52 FT (823.70 FT REC) & N00\*14'38"E 827.68 FT FRM SW COR SD SW/4, S89\*28'12"E ALG SD FENCE/L 1918.85 FT TO W R/W/L OF MAIN ST, S01\*46'25"W 79.31 FT, S01\*54'42"W 1137.27 FT (S02\*29'09"W 1138.05 FT HWY REC) TO N R/W/L OF ST RD 13, S89\*24'43"W ALG SD R/W/L 39.0 FT, N02\*36'04"E 72.69 FT, S89\*24'43"W 142.60 FT, N54\*12'54"W 79.00 FT, S35\*47'06"W 43.0 FT TO N R/W/L OF ST HWY 13, ALG SD R/W/L THE FOLLOWING 3 COURSES: (1) N54\*12'54"W 124.16 FT, (2) ALG THE ARC OF A 10 CHORD SPIRAL CURVE TO LEFT HAVING A RADIUS OF 1196.31 FT, A DIST OF 621.90 FT, CHORD BEARS N67\*54'28"W 619.51 FT, (3) N88\*49'41"W ALG THE CHORD OF A TRANSITION TO LEFT FRM SD 10 CHORD SPIRAL CURVE 196.52 FT, N01\*23'43"W 40.43 FT, N44\*31'32"W 357.39 FT, N46\*56'21"W 306.0 FT, S66\*28'49"W 66.01 FT, S27\*49'53"W 181.55 FT, N62\*10'07"W 20.0 FT, N27\*49'53"E 175.29 FT, N32\*42'45"W 119.18 FT, N89\*45'22"W 120.0 FT TO SD E R/W/L OF 500 W ST, N00\*14'38"E ALG SD R/W/L 267.63 FT TO POB. SURVEY CONT 34.26 AC.

