

File # 00-395

Ordin. # \_\_\_\_\_

Resol. # 00-231

Item # 9819

SUGARPLUM FARMS SUBDIVISION  
DEVELOPMENT AGREEMENT

PARCEL #14-27-151-001

THIS DEVELOPMENT AGREEMENT (herein "Agreement") is entered into this Other \_\_\_\_\_

17<sup>th</sup> day of October, 2000, by and between Concord Land LLC, a Utah Limited Liability Company, and/or assigns, (herein "Developer") for the land to be included in or affected by the project and zone change located at approximately 3100 South 7200 West, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein "City").

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RECITALS

WHEREAS, Developer has or will have purchased approximately 94 acres of real property located within the City limits of West Valley City, Utah as described in Exhibit "A" (the "Property"), on which it proposes the development of a subdivision to be known as Sugarplum Farms Subdivision (herein the "Project"); and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into this binding development agreement; and

WHEREAS, Developer is willing to design and develop the Project in a manner that is in harmony with the objectives of the City's General Plan and long-range development objectives and which addresses the more specific planning issues set forth in this agreement and is willing to abide by the terms of this Agreement; and

WHEREAS, The City, acting pursuant to its authority under UTAH CODE ANNOTATED § 10-9-101, et seq. and its ordinances, resolutions, and regulations and in furtherance of its land use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Affected Property.** The legal description of the Property contained within the Project boundaries is attached as Exhibit "A". No additional property may be added to this description for the purposes of this Agreement except by written amendment to this Agreement

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executed and approved by Developer and the City.

2. **Approval of Zoning Amendments.** On March 16, 2000, the West Valley City Council, subject to execution of this Development Agreement, approved the final plat on this project. Notice of such approval is attached as Exhibit "B".

3. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the date of this agreement provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

4. **Compliance with City Design and Construction Standards.** Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Project, including the payment of fees and compliance with the City's design and construction standards.

5. **Specific Design Conditions.** The development and construction of the Project shall be consistent with those specific design conditions set forth in Exhibit "C".

6. **Park Impact Fees.** The park impact fee for this project shall be waived. This waiver is to off-set the costs associated with dedication and improvement of the open space provided by Developer in this project. The dedication and improvement of the open space provided in this project shall proceed as follows:

- a. Developer is responsible for all improvement of open space in the Project.
- b. Upon completion and occupancy of ninety percent (90%) of the homes located in a single phase, work shall commence by Developer on the open space associated with that particular phase.
- c. The open space installation for each phase shall be completed by Developer within six (6) months following the date of commencement of installation.

- d. All open space and park improvements shall comply with the standards established in the City parks system including irrigation equipment type, Maxicon technology, quantity of shrubs and trees per acre of turf, surface materials used in playgrounds, play equipment, irrigation design coverage, main line sizing, orientation of play equipment, walks and trails, and ADA compliance.
- e. All open space shall specifically comply with the terms set forth plans and profiles on file with the City parks department.
- f. All plans for open space and park development shall be reviewed and approved by a representative of the City Parks Department.

7. **Road Impact Fees.** Impact fees associated with road construction along 3100 South, 7200 West and Parkway Blvd. may be off-set in an amount determined by the City Public Works Department.

8. **Flood Impact Fees.** Flood Impact fees may be off-set based upon the construction of the detention areas to accommodate storm drainage. The amount of any off-set shall be determined by the City Public Works Department.

9. **Agreement to Run With the Land.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, shall encumber the same, and shall be binding on and inure the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

10. **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. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

11. **No Joint Venture, Partnership or Third Party Rights.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.

12. **Integration.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or

understandings of whatever kind or nature any may only be modified by a subsequent writing duly executed and approved by the parties hereto.

13. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for who intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

Concord Land LLC: Walter Plum	City: West Valley City
Concord Land LLC	John Patterson, City Manager
331 Rio Grande Suite E	3600 Constitution Blvd.
Salt Lake City, Utah 84101	West Valley City, Utah 84119

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

14. **Court Costs.** In the event of any litigation between the parties arising out or related to this Agreement, the prevailing party shall be entitled to an award of reasonable court costs, including reasonable attorney fees.

EXECUTED as of the 17<sup>th</sup> day of October, 2000.



ATTEST:

WEST VALLEY CITY

Gerald S. Wright  
MAYOR

Shen McFendrick  
CITY RECORDER

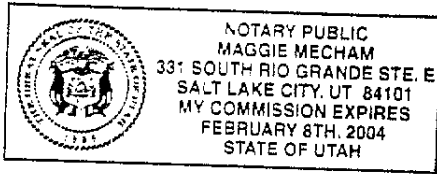
CONCORD LAND LLC

*Walter J. Plumb III*

MANAGING MEMBER

STATE OF UTAH )  
 )ss.  
COUNTY OF SALT LAKE )

On the 11 day of DECEMBER, 2000, personally appeared before me WALTER J. PLUMB III, who being by me duly sworn, did say that he is the MANAGING MEMBER of Concord Land L.L.C., and the foregoing instrument was signed on behalf of said L.L.C. by authority of its members and acknowledged to me that said L.L.C. executed the same.



*Maggie Mecham*  
Notary Public

My Commission Expires: FEB 8, 2004

EXHIBIT A

BK8423PG0838

Exhibit "A"  
Sugarplum Farms Legal Description

Beginning at point on the East right-of-way line of 7200 West Street, said point being South  $00^{\circ}07'20''$  East along the section line 787.890 feet and South  $86^{\circ}12'10''$  East 33.080 feet from the Northwest corner of Section 27, Township 1 South Range 2 West Salt Lake Base and Meridian, and running thence South  $86^{\circ}12'10''$  East 942.345 feet; thence North  $88^{\circ}16'10''$  East 775.880 feet; thence North  $85^{\circ}36'10''$  East 913.003 feet; thence south  $00^{\circ}15'51''$  East 1884.739 feet; thence South  $89^{\circ}59'28''$  West 2630.859 feet; thence North  $00^{\circ}07'20''$  West 381.121 feet; thence North  $89^{\circ}48'54''$  East 311.150 feet; thence North  $00^{\circ}07'20''$  West 140.000 feet; thence South  $89^{\circ}48'54''$  West 311.150 feet; thence North  $00^{\circ}07'20''$  West 1332.993 feet to the Point of Beginning.

Said parcel contains 109.211 acres.

Excepting:

Beginning at a point which is East 1116.290 feet and North 33.00 feet from the West Quarter Corner of Section 27, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence North 208.710 feet; thence East 208.710 feet; thence South 208.71 feet; thence West 208.71 feet; to the Point of Beginning .

Said parcel contains 1.000 acres.

Total area of parcel less exceptions contains 108.211 acres.

Total number of lots in all phases - 181

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EXHIBIT B





WEST VALLEY CITY  
Unity · Pride · Progress

April 5, 2000

Walt Plumb  
331 Rio Grande Street, Ste. E  
Salt Lake City, UT 84101

Dear Mr. Plumb:

Please be advised that on March 16, 2000 the West Valley City Council considered your Application #PUD-4-99 and gave final plat approval for Sugarplum Farms Subdivision - Phase 1 located at 3100 South 7200 West.

If you have any questions, please contact Joseph Moore, CED Director, at 963-3286.

Sincerely,

Sheri McKendrick, CMC/AE  
City Recorder

cc: Joseph Moore, CED Director

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## Exhibit C

1. The minimum square footage for all single family dwellings shall be 1,200 square feet. The average dwelling size throughout this project shall be 1,500 square feet. The City shall track this requirement through the building permit process. The developer shall be required to meet the average 1,500 square-foot minimum in each of the 3 phases.
2. The subdivision shall be constructed with the open space and recreation features reviewed and approved by the Planning Commission, City Council and City Departments as evidenced by Exhibits C, D, E incorporated herein by this reference.
3. Building materials shall be used to avoid a monotonous look and feel. A combination of masonry, stucco and siding shall be used throughout the development.
4. Additional architectural elements shall be added to each dwelling to create an assortment of housing choices. All homes shall include at least 3 of the architectural features from the following list:
  - Oval/ Octagon Window
  - Half round fan popout
  - Extra gable
  - Decorative roof return on gable
  - Front window grids
  - Flared shutters
  - Glass section entry door
  - Bay/Box window
  - Architectural vents
  - Decorative scale or shingle treatment

Transitions from one material to another and termination points for brick or stone wainscot shall occur at logical elevation transitions such as inside corner, chases or porches. Where vinyl siding is used it shall be accented with detailed window treatments, shutters, and decorative gable vents.
5. All homes will include front yard landscaping with a sprinkler system. Both shall be installed by builder.
6. Front yard set backs shall alternate randomly. To help eliminate the garage being the predominant feature of the house, fifty percent (50%) of the garages shall be flush or recessed from the front elevation of the dwelling. The minimum distance to the front of the dwelling shall be 20 feet. Garage set-backs shall not be less than 25 feet. Side yard set-backs shall not be less than 8 feet on one side and 10 feet on the garage side. Rear yard setbacks shall be 20 feet minimum.
7. All homes shall be constructed with a covered front porch of no less than 35 square feet.

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- This 35 foot calculation shall exclude any bay or box window areas.
8. All homes shall have a minimum roof pitch of 5/12.
  9. Fencing of those lots adjacent to open space shall consist of black vinyl coated chain link.
  10. The dedicated right of way shall provide a 7.5 foot park strip for street trees and landscaping.

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02/09/2001 11:26 AM 89.00  
Book - 8423 Pg - 833-843  
**BRADLEY A SNOW**  
CHIEF DEPUTY RECORDER, SL CO, UT  
WEST VALLEY CITY  
3600 CONSTITUTION BLVD  
WVC UT 84119-3720  
BY: RDJ, DEPUTY - WI 11 P.

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