



"W3172491"

EH 3172491 PG 1 OF 16
LEANN H KILTS, WEBER COUNTY RECORDER
02-AUG-21 1011 AM FEE \$0.00 DEP PV
REC FOR: WEST HAVEN CITY

ORDINANCE NO. 20-2021

AN ORDINANCE OF THE CITY OF WEST HAVEN, UTAH APPROVING AND ADOPTING THE MASTER DEVELOPMENT AGREEMENT FOR RESIDENTIAL HOUSING LOCATED AT 3460 WEST 3600 SOUTH; AND PROVIDING FOR AN EFFECTIVE DATE.

Section 1 - Recitals:

WHEREAS, the City Council finds that the planning commission has caused to be prepared and has recommended to the City Council a zoning ordinance and general plan; and,

WHEREAS, the City Council finds that the planning commission has caused to be prepared and has recommended to the City Council a Master Development Agreement ("*Agreement*") for residential housing at 3460 West 3600 South, West Haven, representing the commission's recommendations for development of the proposed project area within the municipality; and,

WHEREAS, the City Council finds that the Agreement has been subjected to the required public hearing prior to its adoption; and,

WHEREAS, the City Council finds that under Utah Code §10-9a-305(8)(a) and §10-9a-509, the City Council may lawfully adopt development plans and schedules by ordinance as recommended by the Planning Commission; and,

WHEREAS, upon petition to and based on the recommendation of the West Haven City Planning Commission, the City Council determines it to be in the best interest of the City to adopt the proposed Agreement; and,

WHEREAS, the City Council finds that such a change follows the City's General Plan; and,

WHEREAS, the City Council finds that the public convenience and necessity, public safety, health and welfare is at issue and requires action by the City as noted above;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WEST HAVEN, UTAH:

The Development Agreement, complete with all exhibits, By And Between The City Of West Haven And RSET Development, LLC, for residential housing located at 3460 West 3600 South, West Haven, UT, attached as Attachment "A", and fully incorporated by this reference, is approved and adopted.

The foregoing recitals are fully incorporated herein.

Section 2 - Repealer of Conflicting Enactments:

All orders, ordinances and resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Ordinance, are, for such conflict, repealed, except this repeal will not be construed to revive any act, order or resolution, or part, repealed.

Section 3 - Prior Ordinances and Resolutions:

The body and substance of all prior Ordinances and Resolutions, with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

Section 4 - Savings Clause:

If any provision of this Ordinance be held or deemed or will be invalid, inoperative or unenforceable, such invalidity will not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Ordinance being deemed the separate independent and severable act of the City Council of West Haven City.

Section 5 - Date of Effect

BE IT FURTHER ORDAINED this Ordinance will become effective on the 16th day of June, 2021, and after publication or posting as required by law.

DATED this 16th day of June, 2021.

WEST HAVEN, a municipal corporation

by: Sharon Bolos
Mayor Sharon Bolos

Attested and recorded

Emily Green
Emily Green
City Recorder



Attachment "A"

**MASTER DEVELOPMENT AGREEMENT AND ALL EXHIBITS
Residential Housing at 3460 West 3600 South, West Haven, Utah
RSET Development, LLC and West Haven City**

RECORDING REQUESTED BY &
AFTER RECORDING, RETURN TO:

Emily Green, City Recorder
West Haven City
4150 S. 3900 W.
West Haven, UT 84401

With a copy to:

RSET Development, LLC
2637 North 400 East, #127
North Ogden, UT 84414

Tax Parcel Nos.: 08-029-0021, 08-029-0071

(space above for Recorder's use)

DEVELOPMENT AGREEMENT
Subdivision

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this ___ day of _____, 2021 (the "Effective Date"), by and between RSET DEVELOPMENT, LLC, a Utah limited liability company ("Developer"), and the CITY OF WEST HAVEN, a body corporate and politic of the State of Utah ("City"). Developer and City shall at times be referred to herein individually as "Party" and collectively as "Parties."

RECITALS

A. Developer intends to construct and develop a single-family residential development project in West Haven, Weber County, Utah, commonly referred to as the "_____" Subdivision" (the "Project"). The Project encompasses that certain real property more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. Contemporaneously herewith, Developer has submitted to the City the required plats and site plan for the Project (collectively, the "Plans"), according to the City's outlined policies, procedures, and ordinances. A copy of the Plans is attached hereto as Exhibit B and incorporated herein by this reference.

C. The Parties desire to enter into this Agreement regarding the development of the Project with the intent to specify the terms and conditions by which the Project will be completed, and the roles of the Parties in relation thereto, all as provided for in Utah Code Annotated § 10-9a-508.

AGREEMENT

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 Parties agree as follows:

1. **APPLICATION OF CITY ORDINANCES.** All improvements, uses and requirements shall be in accordance with the City code and ordinances adopted and in effect as of the Effective Date of this Agreement (“**City Ordinances**”) and the additional requirements as found herein.

2. **IMPROVEMENTS.**

2.1. **General Improvements.** Developer shall design, install, construct, and/or develop, at Developer’s initial cost and expense, the following: (i) the roads shown on the Plans, including grading, paving, temporary turnarounds, and all other aspects of road construction, as such is required by the City as shown on the Plans (collectively, the “**Roads**”); (ii) fire hydrants, curbs, street signs, gutters, landscape, berms, and sidewalks along the Roads; (iii) all necessary horizontal improvements including, but not limited to, water lines, secondary water lines, sanitary sewer lines, storm drain lines, and all other utility lines required to service the Project (including, without limitation, telephone, gas, and power lines, and three-phase power) (the “**Horizontal Improvements**”); and (iv) any other improvements, facilities, or infrastructure required by the City for the dedication and acceptance of the Roads in the Project (collectively the items described in subsections (i) through (iv) are referred to herein as the “**Improvements**”). The Improvements shall be constructed and installed: (a) in a good and workmanlike manner; and (b) in accordance with City Ordinances. Nothing in this Agreement shall preclude Developer from entering into future reimbursement agreements with any party seeking to utilize or benefit from any portion of the Improvements.

2.2. **Additional Improvements.** In consideration of the City’s approval of the Project’s permitted density as set forth in Section 3, Developer agrees to additionally design, install, construct, and/or develop, at Developer’s initial cost and expense, the following: (i) a twenty foot (20’) wide trail corridor to be located under the existing power lines on the Property as shown on the Plans (the “**Trail**”), which Trail shall be constructed in phases in accordance with development of lots on the Property; and (ii) the widening of 3600 South along the property line of the Property (the “**3600 South Widening**”). Developer shall construct and install the Trail and 3600 South Widening (a) in a good and workmanlike manner and (b) in accordance with City Ordinances.

2.3. **Dedication.** Following the completion of the Improvements and the Trail, Developer shall (i) dedicate to the City all required areas for the Improvements located on the Property for a public right of way and (ii) dedicate the Trail to the City as a public amenity.

3. **PERMITTED DENSITY.** In consideration of Developer’s agreements to (i) construct and dedicate the Trail to the City as provided for herein, (ii) complete the 3600 South Widening, and (iii) dedicate to the City an additional eighty foot (80’) right-of-way for a future road corridor to be constructed by the City, at its sole cost and expense, in the location shown on the Plans, the City agrees Developer may develop on the Property (a) 33 single-family residential lots having a lot size between 6,000 and 9,999 gross square feet, (b) 110 single-family lots having a lot size between 10,000 and 19,999 gross square feet, and (c) 36 single-family residential lots having a minimize lot size of 20,000 gross square feet, with larger lots bordering the existing power lines on the Property being permitted.

4. **GENERAL CONDITIONS.**

4.1. **Development Activities.** This Agreement shall govern all development activities related to the Project. For the purposes of this Agreement, “**development activities**” shall have the meaning set forth in Utah Code Annotated § 10-9a-103(11), including, without limitation, any change in use of the Property that creates additional demand or need for public facilities. Additionally, “**development activities,**” as used herein, shall also include the following: (i) the actual construction of the Improvements, Trail and 3600 South Widening on the Property; (ii) obtaining any permit for

construction of the same; or (iii) any change in grade, contour or appearance of the Property caused by, or on behalf of, Developer with the intent to construct improvements thereon. No development activities may occur on the Property until this Agreement is filed of record and the City has approved the Plans.

4.2. Issuance of Building Permits. The City shall not issue any building permit for construction of any structure within the Project until (i) the individual lots in the Project for which building permits are being sought are staked by a licensed surveyor, and (ii) public water lines and stubs to such lots, charged fire hydrants, sanitary sewer lines and stubs to such lots, and public streets to such lots (including all curb, gutter, and pavement with at least the base course completed) have been completed and accepted by the City.

4.3. Issuance of Certificates of Occupancy. The City shall not issue a certificate of occupancy for any structure within the Project until water and gas lines to the structure are installed and functional, street signs are installed, and all electric lines are installed and functional.

4.4. Installment of Utility Lines. Street paving shall not be installed until all utility conduits to be placed therein for the running of utility lines have been completely installed, inspected, and accepted by the City.

4.5. Inspection by City Officials. The Improvements, Trail and 3600 South Widening shall be inspected and approved by the City's Engineering Department and/or Public Works Department. Developer agrees to correct any deficiencies in the same to meet the applicable requirements of the Plans, this Agreement, and City Ordinances. In case of conflict, the Plans shall supersede the standard specifications, except that if the conflicts are a result of Federal or State mandated requirements, then the Federal or State mandated requirements shall prevail.

4.6. Form of Recorded Drawings. Developer shall provide the City Engineer with two (2) certified Record Plan Drawings upon completion of the Project. Utilities will not be initially accepted without as-built drawings submittal by Developer and approval of the same by the City. The City reserves the right to request alternative forms of plans (i.e., CAD drawings, GIS images, etc.).

4.7. Developer Vesting. Developer, by and through execution of this agreement, receives a vested right to develop the number of lots set forth herein and as shown and configured on the Plans, so long as development is completed in accordance with this Agreement, the Plans, City Ordinances, and all statutory requirements codified by the State of Utah.

5. CONDITIONS OF APPROVAL. Development of the Project shall be governed by this Agreement and shall be completed in accordance with the plan and specifications approved by the City. Additionally, development of the Property is further conditioned upon the following:

5.1. City Ordinances shall govern development of the Property.

5.2. Common and open space design and standards shall reflect the representations made by Developer in the exhibits attached hereto.

5.3. All utilities shall be located underground.

5.4. Construction drawings shall be submitted for all common areas and amenities, if any, as shown on the attached exhibits.

6. **LOT DEVELOPMENT STANDARDS.** Lot size and width, setbacks, building height, lot coverage, and cul-de-sac lengths for each lot shall be as set forth in the City Ordinances for similar sized lots and as may be shown on the Plans. Lot size shall be based upon the total buildable area for such lot, excluding any easement area shown on the Plans encumbering such lot.

7. **MISCELLANEOUS.**

7.1. **Construction Site Safety.** Developer agrees to provide and install, at its expense, adequate barricades, flaggers, warning signs and similar safety devices at all construction sites within the public right-of-way and/or other areas as deemed necessary by the City Engineer, City Public Works Department, and Traffic Engineer in accordance with any and all Federal regulations, the City's Policies and Procedures, Utah Department of Transportation Requirements, OSHA, and Manual of Uniform Traffic Control Devices. Developer shall not remove said safety devices until construction of the Improvements has been completed.

7.2. **Construction Site Waste.** Developer shall, at all times during construction of the Improvements, Trail and 3600 South Widening, keep the public right-of-way free from accumulation of waste material, rubbish, or building materials caused by Developer's operation, or the activities of individual builders and/or subcontractors; shall remove such rubbish as often as necessary, but no less than daily; and at the completion of the work, shall remove all such waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the public right-of-way. Developer further agrees to maintain the finished street surfaces so that they are free from dirt caused by Developer's operation or as a result of building activity. Any excessive accumulation of dirt and/or construction materials shall be considered sufficient cause for the City to reasonably withhold building permits and/or certificates of occupancy under the circumstances until the problem is corrected to the satisfaction of the City Building Inspector and/or the City Public Works Director. If Developer fails to adequately clean such streets within five (5) days after receipt of written notice from the City, the City may have the streets cleaned at Developer's expense and Developer shall be responsible for the prompt payment of the City's actual and reasonable costs associated therewith. Under no circumstances shall Developer or any subcontractors use open burning procedures to dispose of waste materials.

7.3. **Cooperation with City Building Inspector, City Engineer, and City Public Works Director.** Developer hereby agrees that it will require its contractors and subcontractors to cooperate with the City's Building Inspector, Engineer, or Public Works Director by ceasing operations when winds are of sufficient velocity to create blowing dust which, in the City's reasonable opinion, is hazardous to the public health and welfare.

7.4. **Compliance.** Developer shall, pursuant to the terms of this Agreement, complete the Improvements, Trail and 3600 South Widening, and perform all other obligations required herein, as the same or obligations related thereto may be shown on the Plans, City Ordinances, or any documents executed in the future that are required by the City for the approval of an amendment to the Plans or this Agreement, and the City may withhold building permits and certificates of occupancy as it deems reasonably necessary to ensure performance in accordance with the terms of the Agreement and further reserves the right to any other recourse provided by law.

7.5. **No Waiver of Regulation(s).** Except as otherwise set forth herein, nothing in this Agreement shall be construed as a waiver of any requirements under City Ordinances or State law, in its current form as of the Effective Date and Developer agrees to comply with all requirements of the same.

7.6. **Severability of Waivers.** In the event the City waives any breach of this Agreement, no such waiver shall be held or construed to be a waiver of any subsequent breach hereof.

7.7. Covenants to Run with the Property. This Agreement shall run with the Property, including any subsequent approved amendments to the Plans of all, or a portion of the Property. This Agreement shall also be binding upon and inure to the benefit of the Parties hereto, their respective personal representatives, heirs, successors, grantees and assigns. It is agreed that all Improvements, the Trail and the 3600 South Widening required pursuant to this Agreement touch and concern the Property regardless of whether the same are located on the Property. Assignment of interest within the meaning of this Section shall specifically include, but not be limited to, a conveyance or assignment of any portion of Developer's legal or equitable interest in the Property, as well as any assignment of Developer's rights to develop the Property under the terms and conditions of this Agreement.

7.8. Liability Release. With limitations pursuant to Utah Code Annotated § 10-9a-607, in the event Developer assigns any of its rights or obligations under this Agreement to a third party, Developer shall be released from liability under this Agreement with respect to any breach of the terms and conditions of this Agreement occurring after the date of such assignment. In such event, Developer's successor in interest shall be bound by the terms of this Agreement.

7.9. Default. Each and every term of this Agreement shall be deemed to be a material element hereof. In the event that a Party shall fail to perform according to the terms of this Agreement, such Party may be declared in default. In the event that a Party has been declared in default hereof, such defaulting Party shall be given written notice specifying such default and shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to: (i) terminate this Agreement and seek damages; (ii) treat the Agreement as continuing and require specific performance or; (iii) avail itself of any other remedy at law or equity.

7.10. Non-Binding Mediation. In the event of the default of any of the provisions hereof by a Party which shall give rise to commencement of legal or equitable action against said defaulting Party, the Parties hereby agree to submit to non-binding mediation before commencement of action in any court of law. In any such event, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney's fees and costs incurred by reason of the default. Nothing herein shall be construed to prevent or interfere with the City's rights and remedies.

7.11. No Third-Party Beneficiaries. Except as may be otherwise expressly provided herein, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

7.12. Applicable Laws. It is expressly understood and agreed by and between the parties hereto that this Agreement shall be governed by and its terms construed under the laws of the State of Utah and City Ordinances.

7.13. Notice. Any notice or other communication given by any Party hereto to any other Party relating to this Agreement shall be hand-delivered or sent by certified mail, return receipt requested, addressed to such other Party at their respective addresses as set forth below; and such notice or other communication shall be deemed given when so hand-delivered or three (3) days after so mailed:

If to the City:	City of West Haven 4150 South 3900 West West Haven, UT 84401
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If to Developer: RSET Development, LLC
 Attn: Eric Thomas
 2637 North 400 East, #127
 North Ogden, UT 84414

With a copy to: Kirton | McConkie
 Attn: Bryce K. Dalton
 50 East South Temple, Suite 400
 Salt Lake City, UT 84111

Notwithstanding the foregoing, if any party to this Agreement, or its successors, grantees or assigns, wishes to change the person, entity or address to which notices under this Agreement are to be sent as provided above, such party shall do so by giving the other parties to this Agreement written notice of such change.

7.14. Word Meanings. When used in this Agreement, words of the masculine gender shall include the feminine and neutral gender, and when the sentence so indicates, words of the neutral gender shall refer to any gender and words in the singular shall include the plural and vice versa. This Agreement shall be construed according to its fair meaning and as if prepared by all parties hereto, and shall be deemed to be and contain the entire understanding and agreement between the parties hereto pertaining to the matters addressed in this Agreement.

7.15. Complete Agreement. There shall be deemed to be no other terms, conditions, promises, understandings, statements, representations, expressed or implied, concerning this Agreement, unless set forth in writing signed by all of the Parties hereto. Further, paragraph headings used herein are for convenience of reference and shall in no way define, limit, or prescribe the scope or intent of any provision under this Agreement.

7.16. Application Fees. All application fees must be paid at time of application submittal. No application will be processed until all application fees are paid. Notification and publication fees for required public hearing notices (individual notices mailed to property owners - \$1.00 per notice; 14-day publication of legal notice in local newspaper - cost of notice) will be billed to applicant at the time a hearing is scheduled. Notification fees must be paid within 10 days of billing. The payment of fees and/or the acceptance of such fees by City Staff does not constitute any sort of approvals, vesting, or signify that the application is complete or appropriate in any manner. The collection of fees is simply a requirement to begin the review process that will ultimately make such determinations.

7.17. Exhibits. The following exhibits are attached to this Agreement and are incorporated herein:

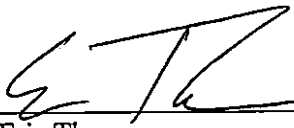
Exhibit A: Legal Description of the Property
 Exhibit B: Plans

[Signatures and Acknowledgements Follow]

IN WITNESS WHEREOF, Developer and City have executed this Agreement as of the Effective Date.

DEVELOPER:

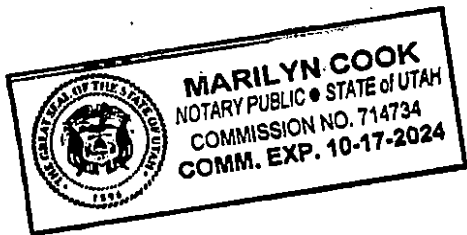
RSET DEVELOPMENT, LLC,
a Utah limited liability company

By: 
Name: Eric Thomas
Its: Member/Manager

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this 21st day of July, 2021,
by Eric Thomas as Manager of RSET DEVELOPMENT, LLC, a Utah limited liability company.


Notary Public



CITY:

CITY OF WEST HAVEN,
a body corporate and politic of the State of Utah

By: *Sharon Bolos*
Name: Sharon Bolos
Its: Mayor

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this 27th day of July, 2021,
by Sharon Bolos as Mayor of CITY OF WEST HAVEN, a body
corporate and politic of the State of Utah.

Marilyn Cook
Notary Public

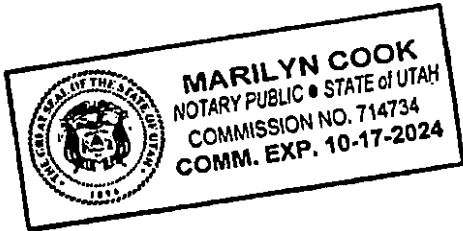


EXHIBIT A

(Legal Description of the Property)

PARCEL 1:

PART OF NORTHWEST QUARTER SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING 160 RODS EAST AND 323.4 FEET NORTH OF SOUTHWEST CORNER OF SAID 1/4 SECTION; THENCE NORTH 309.6 FEET; THENCE WEST 150 FEET; THENCE SOUTH 309.6 FEET; THENCE EAST 150 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

PART OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 22 RODS EAST AND 2 RODS NORTH OF THE SOUTHWEST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE EAST 257.06 FEET; THENCE NORTH 33°59'40" EAST 171.63 FEET; THENCE NORTH 30°45'59" EAST 137.06 FEET; THENCE SOUTH 89°15'20" EAST 87.32 FEET; THENCE SOUTH 00°44'40" WEST 262.20 FEET TO THE NORTH RIGHT OF WAY LINE OF 3600 SOUTH STREET; THENCE EAST 1469.94 FEET; THENCE NORTH 00°49'58" EAST 290.40 FEET; THENCE SOUTH 89°15'20" EAST 150.00 FEET; THENCE NORTH 309.6 FEET; THENCE EAST 150 FEET; THENCE NORTH 1190.25 FEET, MORE OR LESS, TO A POINT 49.9 RODS SOUTH OF THE NORTH LINE OF SAID QUARTER SECTION; THENCE WEST 109 RODS, MORE OR LESS, TO A POINT 51 RODS EAST OF THE WEST LINE OF SAID QUARTER SECTION; THENCE SOUTHWESTERLY TO A POINT 26 RODS NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH 26 RODS TO BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF THE WESTWOOD SUBDIVISION, FIRST AMENDMENT, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED OCTOBER 3, 2013 AS ENTRY NO. 2658394 IN BOOK 74 OF PLATS AT PAGE 70, IN THE OFFICE OF THE WEBER COUNTRY RECORDER.

Tax Parcel Nos.: 08-029-0021, 08-029-0071

EXHIBIT B

(Plans)

See attached.

PROJECT BREAKDOWN

NUMBER OF UNITS

6000 SF LOTS	36
10,000 SF LOTS	67
12,000 SF LOTS	19
15,000 SF LOTS	13
17,000 SF LOT	10
20,000 SF LOTS	34
TOTAL LOTS	179

PROJECT AREA

80.7 AC ACRES



SURVEYOR'S CERTIFICATE

I, MICHAEL L. WAINMAN, Surveyor, do hereby certify that the above described plat and map were prepared by me or under my direct supervision and that I am duly licensed as a Surveyor in the State of Utah. I am not aware of any person who has been convicted of a crime involving dishonesty or fraud within the last ten years. I have not been suspended or debarred from practicing as a Surveyor in the State of Utah. I have not been convicted of a crime involving dishonesty or fraud within the last ten years. I have not been suspended or debarred from practicing as a Surveyor in the State of Utah.

SIGNED THIS _____ DAY OF _____, 20____
 MICHAEL L. WAINMAN, SURVEYOR
 No. 41117
 1515 15th Street, Salt Lake City, UT 84143

OWNER'S DEDICATION

We, the undersigned owners of the herein described tract of land, do hereby dedicate and improve the said tract of land for the use and benefit of the public as a right of way for the purposes of the above described plat and map. We warrant that we are the owners of the land and that we have the authority to dedicate the same. We warrant that we have no other claims or interests in the land that would affect the dedication. We warrant that we have no other claims or interests in the land that would affect the dedication. We warrant that we have no other claims or interests in the land that would affect the dedication.

SIGNED THIS _____ DAY OF _____, 20____

ACKNOWLEDGEMENT

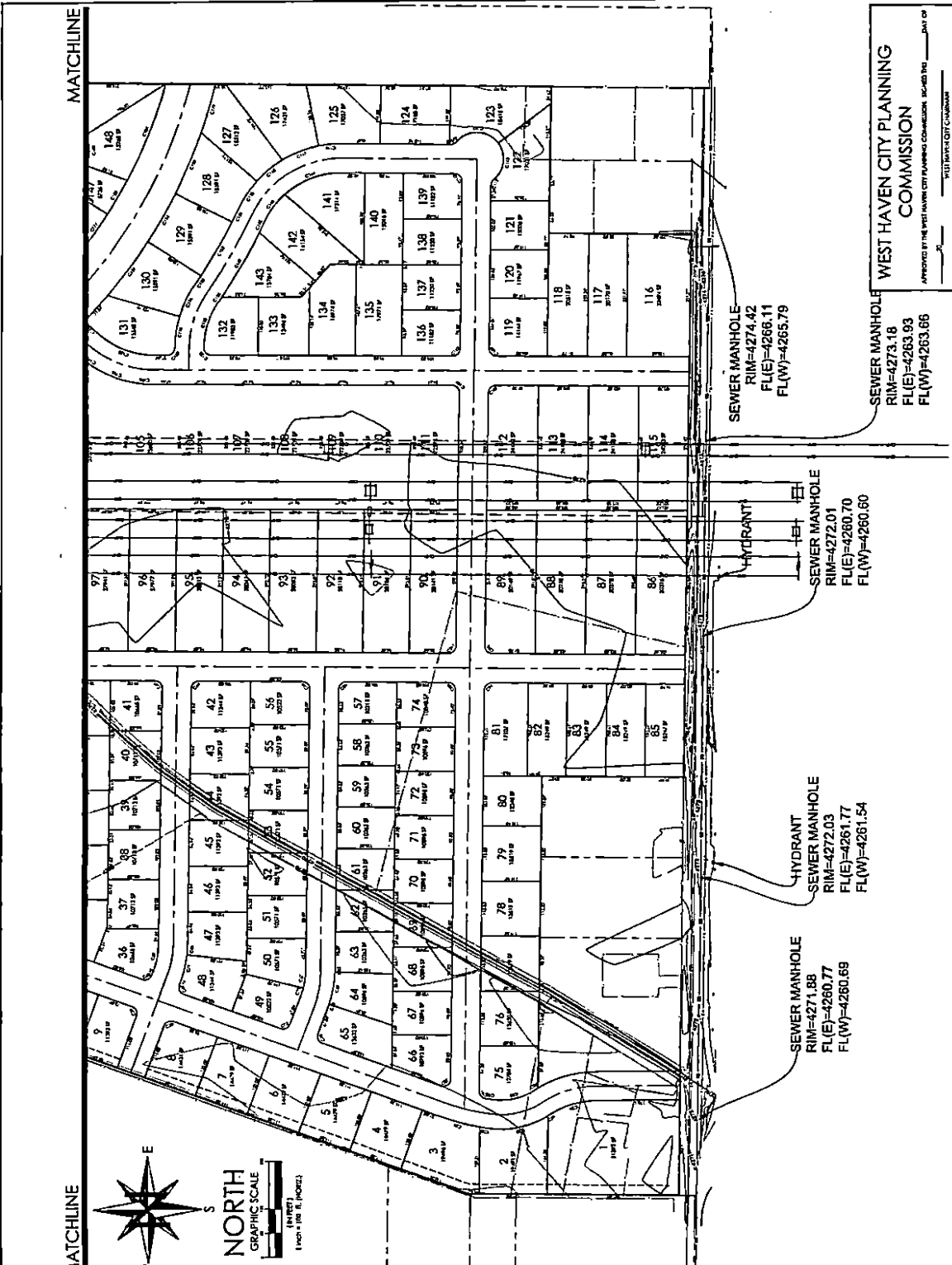
STATE OF UTAH } S.S.
 COUNTY OF _____ }
 I, _____, County Recorder, do hereby certify that the above described plat and map were filed for record and that the same have been recorded in my office. I have examined the plat and map and find that they conform to the requirements of the laws of the State of Utah. I have examined the plat and map and find that they conform to the requirements of the laws of the State of Utah.

SIGNED THIS _____ DAY OF _____, 20____

ACKNOWLEDGEMENT

COUNTY RECORDER
 COUNTY RECORDS
 COUNTY RECORDS
 COUNTY RECORDS

UTAH LAND SURVEYING, LLC
 A PROFESSIONAL SERVICE CORPORATION
 1339 FAIRWAY CIR
 FARMINGTON, UT 84025
 PHONE 801.725.5395
 FAX 801.820.7775
 www.utahlandsurveying.com



WEST HAVEN CITY PLANNING COMMISSION

APPROVED BY THE WEST HAVEN CITY PLANNING COMMISSION. SIGNED THIS _____ DAY OF _____, 20____

 WEST HAVEN CITY CLERK

WEST HAVEN CITY ATTORNEY

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE WEST HAVEN CITY ATTORNEY. SIGNED THIS _____ DAY OF _____, 20____

 WEST HAVEN CITY ATTORNEY

WEST HAVEN CITY ENGINEER

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE WEST HAVEN CITY ENGINEER. SIGNED THIS _____ DAY OF _____, 20____

 WEST HAVEN CITY ENGINEER

WEST HAVEN CITY ACCEPTANCE

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE WEST HAVEN CITY. SIGNED THIS _____ DAY OF _____, 20____

 WEST HAVEN CITY

NORTH
 GRAPHIC SCALE
 1" = 40' (1" = 13.12 M)
 1" = 132' (1" = 40.23 M)

SURVEYOR'S CERTIFICATE

I, MICHAEL L. HODSON, a duly licensed Professional Surveyor in the State of Utah, do hereby certify that the above described parcels of land and survey thereon were surveyed and recorded in accordance with the provisions of the Utah Surveying Act, and that I have personally examined the original survey records and the survey data and have found that the same are correct and true to the original survey records and the survey data.

RECORDED IN BOOK 184, PAGE 1201

DATE OF SURVEY: _____

DATE OF RECORDING: _____

BY: MICHAEL L. HODSON, PLS



OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED PARCELS OF LAND, DO HEREBY SET APART AND DEDICATE TO THE PUBLIC USE ALL THOSE PARTS OF THE PARCELS OF LAND DESCRIBED ABOVE WHICH ARE COMMON TO THE PARCELS OF LAND DESCRIBED ABOVE AND WHICH ARE NOT NECESSARY TO THE ENJOYMENT OF ANY ONE OF THE PARCELS OF LAND DESCRIBED ABOVE.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND AFFIXED OUR SIGNS AND SEALS ON THIS _____ DAY OF _____, 20____.

FOR EACH PARCEL, THE NAME OF THE OWNER AND THE ADDRESS OF THE OWNER SHALL BE SET FORTH IN THE RECORDING INSTRUMENT.

FOR EACH PARCEL, THE NAME OF THE OWNER AND THE ADDRESS OF THE OWNER SHALL BE SET FORTH IN THE RECORDING INSTRUMENT.

ACKNOWLEDGEMENT

I, _____, COUNTY RECORDER, do hereby certify that the above described parcels of land and survey thereon were surveyed and recorded in accordance with the provisions of the Utah Surveying Act, and that I have personally examined the original survey records and the survey data and have found that the same are correct and true to the original survey records and the survey data.

RECORDED IN BOOK 184, PAGE 1201

DATE OF SURVEY: _____

DATE OF RECORDING: _____

BY: _____

ACKNOWLEDGEMENT

I, _____, COUNTY RECORDER, do hereby certify that the above described parcels of land and survey thereon were surveyed and recorded in accordance with the provisions of the Utah Surveying Act, and that I have personally examined the original survey records and the survey data and have found that the same are correct and true to the original survey records and the survey data.

RECORDED IN BOOK 184, PAGE 1201

DATE OF SURVEY: _____

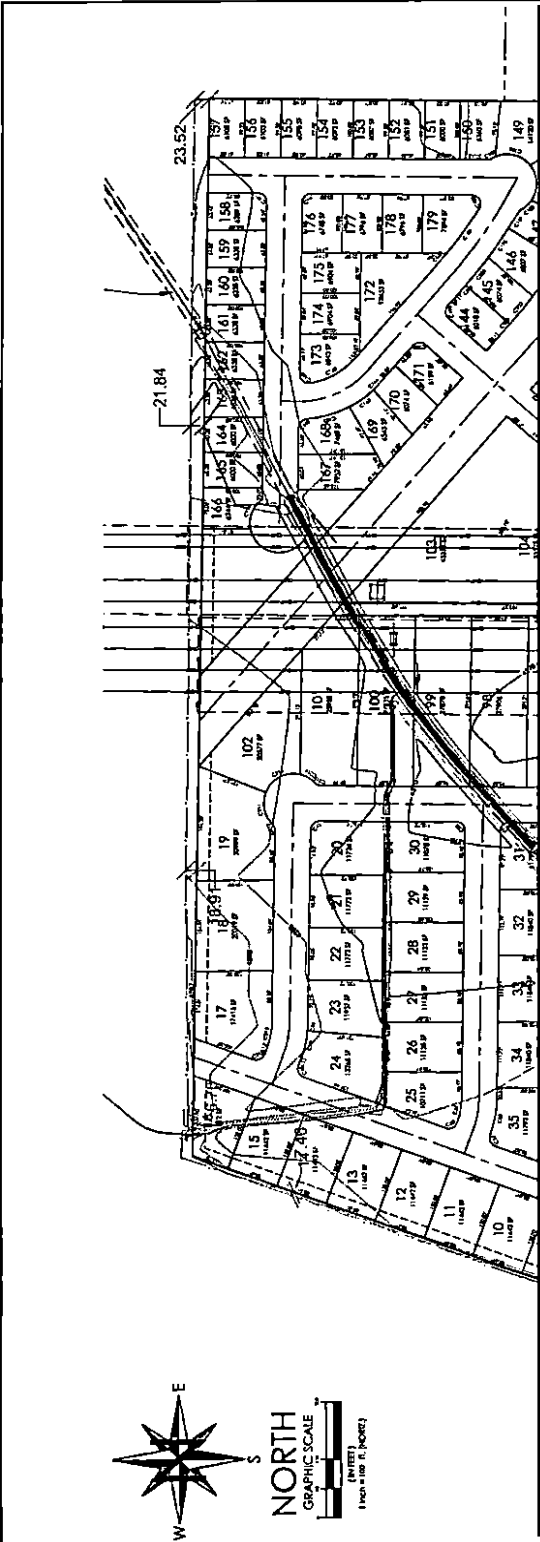
DATE OF RECORDING: _____

BY: _____

UTAH LAND SURVEYING, LLC

A PROFESSIONAL LICENSED LAND SURVEYING COMPANY

1359 FAIRWAY CIR
FARMINGTON, UT 84005
PHONE 801.725.8395
FAX 801.920.7775
www.ulandsurveying.com



MATCHLINE

WEST HAVEN CITY PLANNING COMMISSION

APPROVED BY THE WEST HAVEN CITY PLANNING COMMISSION, BOARD OF _____, DATE OF _____

WEST HAVEN CITY ATTORNEY

(HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORDING INSTRUMENT.)

RECORDED IN BOOK 184, PAGE 1201

DATE OF _____

BY: _____, WEST HAVEN CITY ATTORNEY

WEST HAVEN CITY ENGINEER

(HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORDING INSTRUMENT.)

RECORDED IN BOOK 184, PAGE 1201

DATE OF _____

BY: _____, WEST HAVEN CITY ENGINEER

WEST HAVEN CITY ACCEPTANCE

(HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORDING INSTRUMENT.)

RECORDED IN BOOK 184, PAGE 1201

DATE OF _____

BY: _____, CITY RECORDER