

16
NF

13644319
04/27/2021 11:57 AM \$0.00
Book - 11164 Pg - 2540-2555
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
WEST VALLEY CITY
3600 CONSTITUTION BLVD
WVC UT 84119-3720
BY: GGA, DEPUTY - MA 16 P.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this 13 day of April, 2021, by and between Sunrise Baptist Church, (herein "Developer") for the land to be included in or affected by the project located at approximately 3550 South 4400 West in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City").

RECITALS

WHEREAS, Developer owns or is under contract to acquire approximately 5.05 acres of real property located at approximately 3550 South 4400 West in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a new residential development (the "Project"); and

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

WHEREAS, Developer is willing to restrict the property in a manner that is in harmony with the objectives of the City's master plan and long-range development objectives, and which addresses the more specific development 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 the Utah Municipal Land Use, Development, and Management Act, U.C.A. §10-9a-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 or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

2. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of 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.

3. **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.

4. **Specific Design Conditions.** The Project shall be developed and constructed as set forth in the specific design conditions set forth in Exhibit "B". Developer and Developer's successors and assigns agree to develop the project according to the requirements as set forth in Exhibit B even if City ordinances are amended, repealed, superseded, or determined to be unenforceable. Project shall also comply with all requirements set forth in the minutes of the City Council hearings on this matter.

5. **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, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

6. **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.

7. **No Joint Venture, Partnership or Third Party Rights.** This Agreement neither creates any joint venture, partnership, undertaking or business arrangement between the parties hereto nor conveys any rights or benefits to third parties, except as expressly provided herein.

8. **Integration, Modification, and Entire Agreement.** 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 and may only be

modified by a subsequent writing duly executed and approved by the parties hereto. Exhibits "A" and "B" are hereby incorporated into this Agreement.

9. **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 whom intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

TO DEVELOPER: Sonrise Baptist Church
Attn: Christopher Thompson
3550 South 4400 West
West Valley City, Utah 84120

TO CITY: West Valley City
Wayne Pyle, City Manager
3600 Constitution Blvd.
West Valley City, Utah 84119

WITH A COPY TO: West Valley City Attorney's Office
Attn: Brandon Hill
3600 Constitution Blvd.
West Valley City, Utah 84119

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

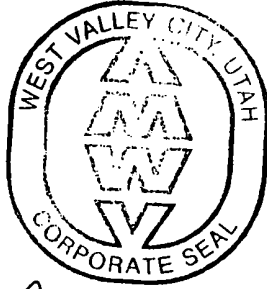
10. **Choice of Law and Venue.** Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

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

12. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WEST VALLEY CITY



Ron Biehl
MAYOR

ATTEST:

Muchale Co
CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office
By: BmH
Date: 4/1/21

DEVELOPER

By: [Signature]
Its: Senior Pastor

State of Utah
County of Salt Lake :SS

On this 24 day of March, 2021, personally appeared before me Christopher Thompson, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and affirmed that he or she is the Senior Pastor of Sonrise Baptist Church, a Utah nonprofit corporation, and that said document was signed by him or her in behalf of said corporation by authority of its bylaws or a Resolution of its Board of Directors, and he or she acknowledged to me that said corporation executed the same.

[Signature]
Notary Public

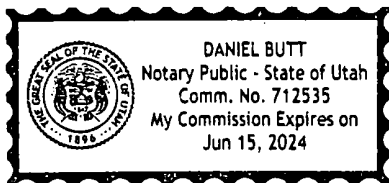


EXHIBIT A
LEGAL DESCRIPTION

Parcel#: 15-31-126-130

BEG S 89°56'19" W 607.18 FT & S 0°02'42" E 350 FT FR THE N 1/4 COR SEC 31, T 1S, R
1W, SLM; S 0°02'42" W 10 FT; S 89°56'19" W 106.344 FT; S 0°02'42" E 315.0 FT; N
89°56'19" E680.524 FT; N 0°02'42" W 325.0 FT; S 89°56'19" W 574.18 FT TO BEG. 5.05
ACRES

EXHIBIT B
DEVELOPMENT STANDARDS

7-11-400P MULTI-UNIT RESIDENTIAL DESIGN STANDARDS

7-11-401. PURPOSE.

- (1) To promote architectural and site design treatments that enhance the visual appearance of Development within West Valley City.
- (2) To ensure compatibility with neighboring, lower intensity Uses.
- (3) To enhance the attractiveness of the Streetscape and the existing architecture in West Valley City.
- (4) To avoid deep setbacks behind large expanses of parking areas or vacant land.
- (5) To create and maintain a strong community image and identity by providing for architectural treatments that enhance the visual experience of residential Development in West Valley City.
- (6) To require Building articulation that reduces the mass/scale and uniform monolithic appearance of large residential Buildings, and insure that residential Buildings and projects incorporate architectural features that provide visual interest, while allowing design flexibility.
- (7) To accomplish the goals identified in the Urban Design Chapter of the West Valley City General Plan.
- (8) To increase accessibility and safety of pedestrians.

7-11-402. APPLICABILITY.

- (1) The requirements of this Part are applicable to all multi-unit residential development including three, four, and multiple-unit dwellings in all zones that allow such development unless otherwise specified in this Title.
- (2) The requirements of this Part are applicable to new development and redevelopment.
- (3) The requirements within this Part may be superseded by a development agreement which is reviewed and approved by the Planning Commission and City Council. The development agreement and project must address all requirements of this Part.

7-11-403. PEDESTRIAN ACCESS AND CIRCULATION.

Applicants shall submit a detailed pedestrian circulation plan with all Development applications that demonstrates compliance with the following guidelines and standards:

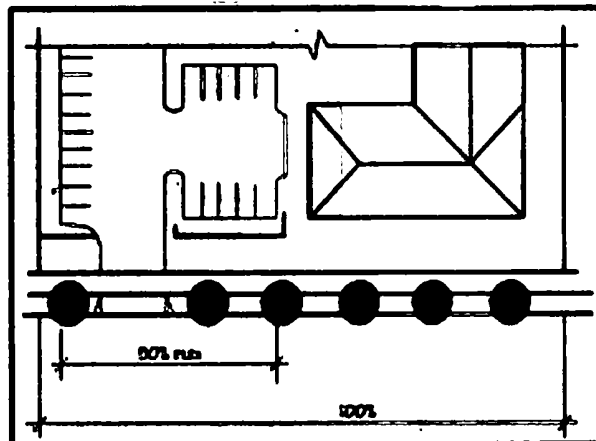
- (1) *Required pedestrian connections.* An on-site system of pedestrian walkways shall be designed to provide direct access and connections to and between the following:
 - a. The primary Entrance or Entrances to each residential Building, including clubhouses where applicable;
 - b. Any Sidewalks or walkways on adjacent properties that extend to the boundaries shared with the residential Development;
 - c. Any public Sidewalk system along the perimeter Streets adjacent to the residential Development;
 - d. Where applicable, adjacent Uses and Developments, including but not limited to adjacent residential Developments, Shopping Centers, office Buildings, or Restaurants; and
 - e. Where applicable, any adjacent Public Park, greenway, trail network, or other public or civic Use including but not limited to schools, places of worship, public recreational facilities, or government offices.
 - (2) *Pedestrian connections from Buildings to parking areas and amenities.* In addition to the connections required above, on-site pedestrian walkways shall connect each primary Entrance(s) of residential Buildings to:
 - a. All parking areas or Parking Structures that serve such Buildings;
 - b. Site amenities or Gathering Places; and
 - c. *Transit stops and transit stations.* UTA shall be contacted by the Applicant during the design process to identify existing and potential transit stops. These stops shall be incorporated into the Landscaping and circulation plans for the site. When recommended by City staff and UTA staff, a concrete pad shall be included for future transit stop improvements. The pad will measure a minimum of 6' x 20' with a minimum thickness of 8". All ADA requirements shall be met as part of the design.
 - (3) *Walkways Along Buildings.* Continuous pedestrian walkways no less than four feet (4') wide shall be provided along any Façade featuring an Entrance and along any Façade abutting resident or visitor parking areas. Pedestrian circulation shall not be obstructed.
 - (4) *Walkways Through Vehicle Areas.* At each point that the on-site pedestrian walkway system crosses a Parking Lot or internal Street or driveway, the walkway or crosswalk shall be clearly marked through the use of a change in elevation or paving materials distinguished by their color, texture, or height. A walkway through the Parking Lot connecting to a walkway(s) along an adjoining Building(s) shall be required and include a four feet (4') minimum Sidewalk and planting areas for a combined minimum width of nine (9) feet. The Planning Commission may consider a shared walkway through parking areas on two adjoining parcels.
 - (5) *Bicycle Racks.*
-

- a. Bicycle parking shall be provided at a ratio of one (1) space for every twenty (20) Dwelling Units.
- b. Bicycle parking shall not be located where it will obstruct pedestrian movement and circulation. It shall be located at a maximum distance of one-hundred (100) feet of a central Building Entrance or at least as close as the closest automobile space, excluding handicapped Parking Spaces.
- c. All bicycle racks, lockers, or other facilities shall be securely anchored to the ground or to the Structure.

7-11-404. GENERAL REQUIREMENTS.

All Developments with multi-unit residential Buildings shall meet the following standards:

- (1) Except for stairways leading to the first level of a Building, exterior stairways shall only be used on Secondary Façades to access decks on the second level of the Building.
- (2) Off-Street parking areas shall not comprise more than 50 percent of the elements along a Development's Street Frontage.



- (3) All Façades of a Building shall be built with consistent architectural style, detail and trim features of the Primary Façade. Accessory Buildings such as clubhouses and garages shall be built with similar colors, materials and architectural features as the multi-unit residential Buildings within the same Development.
- (4) In residential Developments with more than four Buildings with Dwelling Units, the architectural features shall vary between Buildings using different treatments from Sections 7-11-406, 7-11-407, 7-11-408, 7-11-409, 7-11-410, 7-11-411, and/or other Building variations as determined by the Planning Commission.
- (5) All mechanical equipment shall be screened from view through the Use of solid visual barrier fencing or Landscaping. Screening of utility meters is encouraged.
- (6) Trash dumpsters shall be completely screened from surrounding properties by use of a concrete or masonry wall or shall be enclosed within a Building. Trash dumpsters shall be located at least 20 feet from any adjacent residential property line and at least 20 feet from any Dwelling Unit.

- (7) All multi-unit residential Developments shall include washer and dryer hook-ups for each Dwelling Unit .
 - (8) Each Dwelling Unit shall have its own kitchen and bathroom.
 - (9) All Dwelling Units that are stacked on top of each other shall have at least one Parking Space in a garage per Dwelling Unit. All Dwelling Units that are attached to the side of each other shall have a two-car garage for each Dwelling Unit.
 - (10) Each Dwelling Unit shall have its own patio or balcony of at least 60 square feet. Patios and balconies shall be kept neat and orderly at all times. Nothing shall be kept, stored, or left on balconies except for patio furniture that is designed and constructed for outdoor use and living and well maintained potted plants. Patio furniture may include tables and chairs and must be constructed primarily of metal, glass, or wood. Patio furniture primarily constructed of plastic, resin, or similar materials is not permitted. Sunshades and hanging fabrics are not permitted. Bathing suits, brooms, mops, rugs, clothing, towels, or similar materials may not be hung on balconies.
 - (11) The minimum Dwelling Unit sizes for multi-unit residential Dwelling Units that are stacked on top of each other shall be as follows:
 - a. Four hundred square feet for a Studio unit;
 - b. Six hundred square feet for a one-bedroom unit;
 - c. Eight hundred fifty square feet for a two-bedroom unit;
 - d. One thousand one hundred square feet for a three-bedroom unit; and
 - e. One thousand three hundred square feet for a four-bedroom unit or larger.
 - (12) The minimum Dwelling Unit sizes for multi-unit residential Dwelling Units that are attached to the side of each other shall be as follows:
 - a. Eight hundred square feet for a one-bedroom unit;
 - b. One thousand one hundred square feet for a two-bedroom unit;
 - c. One thousand four hundred square feet for a three-bedroom unit; and
 - d. One thousand seven hundred square feet for a four-bedroom unit or larger.
 - (13) All rental developments with 50 or more units shall provide on-site management.
 - (14) All rental Buildings shall have controlled access. For the purpose of this Section, controlled access means a system to limit Building access to tenants and their guests.
 - (15) All rental Buildings shall include security cameras at all Building entrances.
 - (16) All Buildings with four or more levels shall include an elevator(s). All Buildings with three levels that include 50 or more units shall include an elevator(s).
-

- (17) All Developments shall include an entry feature.
- (18) All parking shall be made available free of charge.

7-11-405. BUILDING MATERIALS.

All multi-unit residential Building exteriors shall be brick, stucco, stone, tile, metal panels or fiber cement siding. With the exception of brick or stone which may be used on the entire Building exterior, no single material shall comprise more than 60 percent of a Building's exterior. Where stucco, tile, metal panels or fiber cement siding are used, at least 20 percent of the Building's exterior shall be brick or stone. Wood and vinyl may be used as trim, soffits and/or accent materials only.

7-11-406. ASSESSMENT OF RELIEF, WINDOW, AND DESIGN TREATMENTS.

A Building relief treatment, window treatment or Building design treatment from the following three sections shall only be counted once when assessing compliance with the minimum number of treatments required. For example, if a Building uses brick and stucco as exterior materials, the change of materials can count only as a change of materials under 7-11-410(2) and not a change of color under 7-11-410(3).

7-11-407. BUILDING RELIEF TREATMENTS.

In order to prevent blank or plain walls with little or no relief, and to ensure excellence in architecture and design, Primary Façades shall include at least two of the following relief treatments. Two different relief treatments shall be utilized at least once per Dwelling Unit. Secondary Façades shall include at least one of the following relief treatments utilized at least once per two Dwelling Units, or once for a Secondary Façade with only one Dwelling Unit.

- (1) Bay windows
- (2) Box windows
- (3) Building offsets or projections with a minimum depth of 2' and a minimum width of 4'
- (4) Balconies, covered porches or prominent covered entryway
- (5) Any other treatment that, at the discretion of the Planning Commission, meets the intent of this Section.

7-11-408. WINDOW TREATMENTS.

Primary Façades shall include at least three of the following window treatments with at least two window treatments per window. All other Façades shall utilize at least two of the following window treatments, with at least one window treatment per window. At least 25% of the Primary Façade shall be Fenestration.

- (1) Varying the size and/or style of windows
- (2) Windows sills
- (3) Window grids
- (4) Window trim
- (5) Window headers
- (6) Window railing
- (7) Shutters
- (8) Any other treatment that, at the discretion of the Planning Commission, meets the intent of this Section.

7-11-409. BUILDING DESIGN TREATMENTS.

Primary Façades shall include at least two of the following Building design treatments. Secondary Façades shall include at least one of the following Building design treatments.

- (1) Ornamental details such as Quoins, Knee Braces and exposed joists
- (2) A change of material applied to at least 20% of the Façade
- (3) A change of color applied to at least 20% of the Façade
- (4) Decorative Parapet
- (5) Architectural Banding
- (6) Cornice other than that at the top of the Building
- (7) A change of pattern applied to at least 20% of the Façade (Example: changing brick work from face brick to a Soldier Course or Basket Weave Brick Pattern.)
- (8) A distinguished upper floor for Buildings with at least four floors
- (9) Any other treatment that, at the discretion of the Planning Commission, meets the intent of this Section.

7-11-410. GARAGE TREATMENTS.

- (1) All multi-unit residential Developments with a garage or garages on the Primary Façade shall include at least two of the following garage treatments per garage.
 - a. Enclosed second-floor living space over the garage(s) extending to or cantilevering over the front face of the garage(s)
 - b. Garage(s) is flush with or recessed from the Primary Façade.
 - c. Windows used in the garage doors.
 - d. Offset between garage doors.
- (2) No more than 50% of the first floor of the Primary Façade shall be devoted to garage doors or Carports. This percentage may be increased to a maximum of 60% for garage doors if: windows are used in the garage doors, the garages are recessed at least two feet from the rest of the Primary Façade or other enhancements are made to the garage doors. Examples of other enhancements include using decorative wood or breaking up the mass of two car garage doors by using two separate single car doors or by using panels or other treatments to make the door appear to be divided into two sections.
- (3) The color of garage doors shall be coordinated with the primary colors of the Buildings they serve.

7-11-411. ROOF TREATMENTS.

- (1) There shall be at least one roof articulation per Dwelling Unit. Roof articulation shall be achieved by changes in plane and/or the use of traditional roof forms such as gables, hips and dormers. Vertical or horizontal roof articulation is required on all primary and Secondary Façades with pitched roofs. Where pitched roofs are used, the minimum roof pitch for the main roof shall be 6:12 and subordinate roofs, such as sheds and dormers, shall be 4:12.
 - (2) Where pitched roofs are not used, a Decorative Parapet shall be included on the Primary and Secondary Façades. On the Primary and Secondary Façades, at least one variation in the Decorative Parapet shall occur once per two Dwelling Units. All Façades shall include a Parapet wall that is tall enough to block the view from the adjacent Street(s) of roof mounted equipment. Noise issues related to roof mounted equipment may require the Parapet wall to be at least as tall as the roof mounted equipment.
 - (3) Roof mounted air conditioning units are prohibited on pitched roofs. Roof mounted air conditioning units are allowed on flat roofs if a Parapet wall is provided to screen the units.
 - (4) Gable ends must have a minimum 6-inch overhang at the eaves.
 - (5) Where asphalt shingles are proposed as roofing materials on pitched roofs, laminated architectural shingles shall be used.
-

7-11-412. AMENITIES.

- (1) The following standards apply to multi-unit residential Developments with Dwelling Units that are stacked on top of each other. All Developments with less than 50 Dwelling Units shall include at least one Amenity from the following list. All Developments with 50 to 75 Dwelling Units shall include at least two Amenities from the following list. At least one of the two amenities shall be from the major Amenities list. All Developments with 76 to 99 Dwelling Units shall include at least three Amenities from the following list. At least one of the three Amenities shall be from the major Amenities list. All Developments with 100 or more Dwelling Units shall include at least five Amenities from the following list. At least three of the five shall be from the major Amenities list.

Major Amenities	Minor Amenities
Outdoor swimming pool	Tot Lot/Playground
Indoor swimming pool	Outdoor sport court
Courtyard	Outdoor fire pit/fireplace
Clubhouse/community room with kitchen (without fitness room)	Hot tub
Indoor sport court	Walking/exercise trail
Rooftop patio	Building lobby
Fitness room	Package locker system
Business center with WiFi and computers	Indoor bicycle storage
Community game room/recreation room	Electric vehicle charging stations
Any other Amenity that, at the discretion of the Planning Commission, meets the intent of this Section and is roughly equal in value and utility to other Amenities in this Section.	Outdoor covered pavilion with table and grill
	Any other Amenity that, at the discretion of the Planning Commission, meets the intent

Major Amenities	Minor Amenities
	of this Section and is roughly equal in value and utility to other Amenities in this Section.

- (2) The following standards apply to multi-unit residential Developments with Dwelling Units that are attached to the side of each other. All Developments with less than 50 Dwelling Units shall include at least one Amenity from the following list. All Developments with 50 to 75 Dwelling Units shall include at least two Amenities from the following list. All multi-unit residential Developments with 76 to 99 Dwelling Units shall include at least three Amenities from the following list. All multi-unit residential Developments with 100 or more Dwelling Units shall include at least five Amenities from the following list:

Amenities	
Swimming pool	Tot lot/playground
Courtyard	Sport court
Clubhouse/community room with kitchen (without fitness room)	Outdoor fire pit/fireplace
Rooftop patios	Hot tub
Fitness room	Walking/exercise trail
Community game room/ recreation room	Outdoor covered pavilion with picnic table
	Any other Amenity that, at the discretion of the Planning Commission, meets the intent of this Section and is roughly equal in value and utility to other Amenities in this Section.

7-11-413. FENCING.

Within the required setback along any property side adjacent to a Minor Street or Collector Street, solid visual barrier fencing cannot exceed two feet in height. Where a solid visual barrier Fence over two feet in height Fence is installed along a Major or Minor Arterial, the Fence must be setback at least ten feet from the public Sidewalk to

allow space for Landscaping. The materials and design of a solid visual barrier Fence which is over two feet in height and placed within the required setback along a Major or Minor Arterial are subject to review by the Planning Commission to ensure compatibility with neighboring Uses.

7-11-414. LANDSCAPING AND OPEN SPACE.

At least 15% of a multi-unit residential Development's total area shall be useable open space. For the purposes of this Section, useable open space shall mean recreation areas including basketball, tennis or racquetball courts; baseball, softball or soccer fields; trails; picnic areas; plazas; dedicated or private park sites or any other Use deemed acceptable by the Planning Commission. Useable open space shall not include Parking Lots, all Buildings except clubhouses, setback areas less than 20', and narrow landscaped strips. Projects with rear loaded parking alleys shall include Landscaping between driveways at least every two Dwelling Units.
