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**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (herein the "Agreement") is entered into this 18 day of AUGUST, 2020, by and between Pyramid Auto Sales, Inc., a Utah corporation, (herein "Developer") for the land to be included in or affected by the project located at approximately 4565 West 3500 South 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 3.07 acres of real property located at approximately 4565 West 3500 South 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,

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RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
BY: ARA, DEPUTY - MA 8 P.  
WEST VALLEY CITY  
RECORDERS OFFICE  
3600 S CONSTITUTION BLVD.  
WVC UT 84119

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". The 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: Pyramid Auto Sales, Inc.  
Attn: Miguel Alpizar  
4565 W 3500 S  
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.

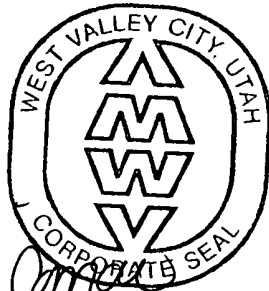
10. **Choice of Law and Venue.** Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall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

ATTEST:

Nurbako Coma  
CITY RECORDER

APPROVED AS TO FORM  
WVC Attorney's Office  
By: BH  
Date: 9/17/2020

**DEVELOPER**

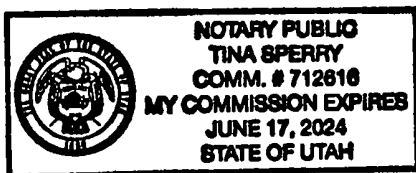
By: Miguel Alizar

Its: PRESIDENT

State of UTAH)

County of SALT LAKE) :SS

On this 15 day of September, 2020, personally appeared before me MIGUEL ALPIZAR, 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 OWNER of Pyramid Auto Sales, Inc., a 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.



Tina Sperry  
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION**

Parcel #: 15-31-126-137

BEG E 1586.98 FT & S 40.00 FT FR NW COR OF SEC 31, T1S, R1W, SLM; E 125.00 FT M OR L; S 662.00 FT M OR L; NWLY 257.82 FT M OR L; N 436.02 FT M OR L; E 116.50 FT; N 138.07 FT M OR L TO BEG. 3.07 ACRES M OR L.


## **EXHIBIT B**

### **DEVELOPMENT STANDARDS**


1. The maximum number of units shall be 50.
2. There shall be two different types of townhome units within the development – units with front-loaded garages and units with rear-loaded garages. The minimum size for the units with front-loaded garages shall be 1,950 square feet above grade excluding the garage. The minimum size for the units with rear-loaded garages shall be 1,750 square feet above grade excluding the garage.
3. All townhomes shall be built substantially like the renderings in Exhibit C. All requirements in Chapter 7-11 Part 4 of the Zoning Ordinance (multi-unit residential design standards) shall be met. This means that the proposed townhomes may need to be revised as part of the subdivision approval process to meet the ordinance standards. The following are two specific exceptions granted for this development:
  - a. Exterior materials for all townhomes shall be tile on the first level and fiber cement siding and stucco on the upper levels. Any screws used to install fiber cement siding shall not be visible once the installation is complete.
  - b. The garage door percentage of the first floor of the front-loaded garage units may exceed 60% as shown in Exhibit C.
4. Project amenities shall include courtyards, rooftop patios on all units, a tot lot/playground, a walking path and BBQ and picnic facilities.
5. An entry feature shall be included at the entrance. The details of the entry feature shall be determined during the subdivision review process.
6. All units with front-loaded garages shall include a driveway with a minimum depth of 18’.
7. There shall be at least one parking space along the private street for each unit with a rear-loaded garage.
8. The developer shall dedicate right-of-way along 3500 South in accordance with the Major Street Plan, which shows the future right-of-way on 3500 South at 115’.
9. A 6’ tall masonry wall shall be installed along the south property line.
10. A 6’ tall masonry wall shall be installed along those property lines adjacent to EZ Auto Sales where such a wall does not already exist.
11. Upon completion of all of the on-site improvements, the developer shall provide a letter to the City from an independent engineering firm which certifies that all of the on-site improvements are completed as shown on the plans approved by the City. For the purposes of this provision, on-site improvements shall include landscaping, irrigation, private streets, sidewalks, parking, lighting, entrance features, fencing, playground equipment, picnic tables and any other outdoor recreational amenity.

**EXHIBIT C - FRONT-LOAD UNITS**

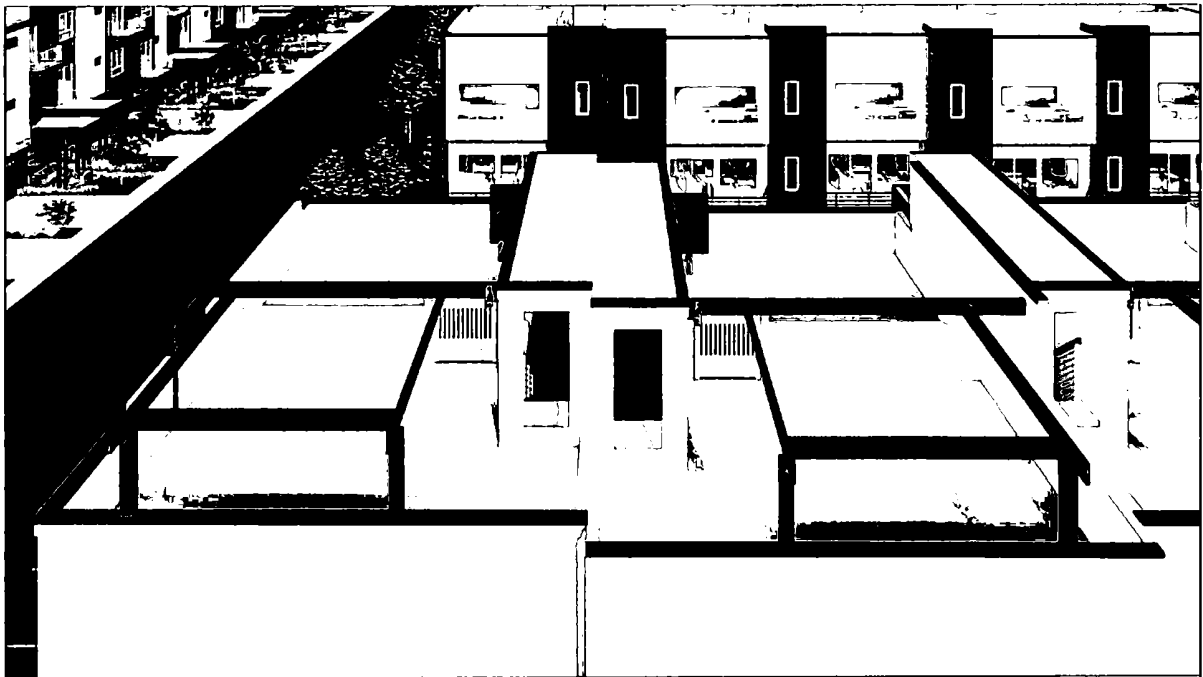


 <b>RUSSELL PLATT ARCHITECTURE</b> <small>RUSSELL PLATT ARCHITECTURE          438 NORTH 300 WEST          SALT LAKE CITY, UTAH 84103          (801) 552-0191</small>	<b>ALPIZAR</b> <small>Date: JUNE 30TH, 2020</small>	<b>FRONT ELEVATION</b>	<b>7</b>
		Scale	



 <b>RUSSELL PLATT ARCHITECTURE</b> <small>RUSSELL PLATT ARCHITECTURE          438 NORTH 300 WEST          SALT LAKE CITY, UTAH 84103          (801) 552-0191</small>	<b>ALPIZAR</b> <small>Date: JUNE 30TH, 2020</small>	<b>ENTRY VIEW</b>	<b>6</b>
		Scale	

# EXHIBIT C - REAR-LOAD UNITS



**RP** RUSSELL PLATT  
ARCHITECTURE

RUSSELL PLATT ARCHITECTURE  
438 NORTH 900 WEST  
SALT LAKE CITY, UTAH 84103  
(801) 520-0181

**ALPIZAR**  
Date: JUNE 30TH, 2020

**UNIT A ROOF DECK**

**8**

Scale