

WHEN RECORDED RETURN TO:

City of West Haven
ATTN: City Recorder
4150 S. 3900 W.
West Haven City, UT 84401



W2971288

EH 2971288 PG 1 OF 18
LEANN H KILTS, WEBER COUNTY RECORDER
25-MAR-19 254 PM FEE \$4.00 DEP DC
REC FOR: WEST HAVEN CITY

For Recording Purposes Do
Not Write Above This Line

**MASTER DEVELOPMENT AGREEMENT
BETWEEN
CITY OF WEST HAVEN, UTAH
AND
RIVERWALK, LLC**

THIS MASTER DEVELOPMENT AGREEMENT, the RIVERWALK, is entered into this 6 day of March, 2019, by and between the City of West Haven, County of Weber, State of Utah, a municipal corporation, (herein referred to as the "City") and Riverwalk, LLC (herein referred to as the "Developer") for the master planned area to be named, RIVERWALK, (herein referred to as "Property"), is created with reference to the following facts and representations of the aforesaid entities:

RECITALS

- A. The Developer owns, holds option to purchase, or has contractual rights to purchase the Property, in its entirety, designated in Exhibit A of this Master Development Agreement, which is the Riverwalk Master Development Plan, approved by the City of West Haven for the Developer's project.
- B. In accordance with the requirements of, as applicable, in the Mixed-Use Zone and as described in Exhibit B, The Developer filed the Application for development of the Project on the Property (consistent with the Vesting Ordinances), and all other features as generally shown on the Concept Plan described in Exhibit B, and this Master Development Agreement. The Developer shall not seek to develop the Property in a manner that deviates from The Master Development Agreement. The Developer is entitled under the Riverwalk Master Development Plan to develop the Property as follows:
 1. Approximately 16 acres of apartment complexes, not to exceed 25 units per acre, to be developed as allowed under the Mixed-Use Zone described in Exhibit B, subject to agreement.
 2. Approximately 15 acres of residential units, not to exceed 16 units per acre, developed in accordance with the requirements of, as applicable, the Mixed-Use Zone as described in Exhibit B.

3. Approximately 60 acres of remaining property, to be developed as allowed under the Mixed-Use Zone/Commercial overlay Zone (50 % of remaining property not in Items described in B 1 and B 2, to be held in the commercial overlay zone) described in Exhibit B, subject to agreement.
 4. Parking ratio shall conform to the requirements of West Haven City. All developments within the master development area shall receive a 20% reduction on parking ratio with a required cross access/shared parking agreement with the master development on each parcel developed, excluding the residential housing referenced in B-1 of the recitals, which will have a 1.8-stall requirement, and B-2, which will have a 2-stall requirement.
 5. The Developer shall preserve and develop at and in connection with Developer's ordinary phasing for the Project, public and private parks, trails, and open area in the locations shown on the concept plan or to be determined by future designs and planning. This shall include the following:
 - a. A required 50-foot easement, which follows alongside the river bank, specific to the Parcel 6 and Parcel 9, reflected in Exhibit A
 - b. A public park at the north side of the pond, (to include trail, grass and sprinklers) to be no less than 2 acres, as described on the Concept Plan described in Exhibit B
 - c. The requirement of either a 12' wide sidewalk, or a trail design consistent (15' easement, with 10' paved and 2 1/2-foot area on each side) with existing trail system and will run in a proposed perimeter pattern (see exhibit B) through the surrounding parcels and will be included in future designs of RIVERWALK parcels
 - d. Roads found on the Concept Plan in Exhibit B, may be subject to change regarding location, as designs are submitted. As required by the City, the road system will line up in conjunction with 1700 S on the west side of property and will also require design to include a possible future flyover for the I-15 Interstate on the east. All roads to conform to the City standards. See item 6B of this Master Development Agreement.
- C. The City agrees to accept all improvements intended for public use and constructed by Developer, or Developer's contractors, subcontractors, agents or employees, provided those improvements have been duly inspected by the City and found to conform to applicable building codes or public works standards not otherwise modified or waived by this Agreement, and are consistent with submitted and approved plans:
1. The roads, created in the development, shall be public roads. After the roads have been constructed in accordance with the City's standards set forth in the Zoning Ordinance and the City's Master Plan and the City has accepted them, the City shall maintain them, providing the same level of service given to other City roads.

2. The City agrees to allow the Developer to connect into and utilize all remaining excess capacity within such improvement available as of the Effective Date, within the storm detention basin located on certain offsite property more particularly identified in the Concept Plan attached hereto.
3. To the extent the Planning Commission and/or City Council is required by the Zoning Ordinance to approve site plans or subdivision plats, then Developer shall have the right to submit to and process for approval on a concurrent basis both preliminary and final plats for phases of the Project. To the extent permitted by the Zoning Ordinance, Developer shall have the right to have all plans, building permits, and other applications and/or documents submitted to and to be approved by the City, reviewed and approved by the then acting City Planning Director and/or his designee, without the need to obtain approval from the City Council. Any appeal to such approval (or denial) shall promptly be heard by the City Council.
4. All approvals for development of the Property and for the planned development are subject to specific conditions imposed by the Planning Commission and the City Council. This Master Development Agreement includes various conditions and requirements which must be satisfied by the Developer in the development of the Property. Except as otherwise specified herein, both the City and the Developer, are subject to, and shall conform with, this Master Development Agreement, as well as; all ordinances, rules and regulations adopted by the City, including but not limited to the provisions of the City's General Plan, Zoning Ordinance, Subdivision Ordinance, and all other applicable ordinances, standards, specifications, fees, regulations and codes, collectively referred to herein as the "City Ordinances."
5. The purpose of this Master Development Agreement is to reduce to words, the mutually understood Property development as it pertains the respective entities, in conformance with the City Ordinances and the specific approvals granted by the City for the Property and the planned mixed-use development. The City and the Developer, as well as any successors and/or assigns, agree to be bound under the terms and conditions of this Master Development Agreement. Any person or entity hereinafter developing the Property, or any portion thereof, shall comply with the terms of this Master Development 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 entities hereby agree as follows:

COVENANTS

1. **INCORPORATION OF RECITALS.** The foregoing RECITALS are hereby incorporated into this Master Development Agreement.
2. **INTENDED USE.** The Developer shall develop the Property as a *mixed-use* development, consisting of the following; approximately 16 acres of apartments (area described in exhibit B), not to exceed 25 doors per acre, approximately 15 acres of residential units, not to

- exceed 16 units per acre, and additional uses described in Exhibit B, in developing the remaining 60 acres. 50 percent of that remaining property to be held for commercial overlay zone per exhibit B.
3. **CONCEPT APPROVAL.** The West Haven City Council has approved the Developer's proposed concept for the Property and has entered into this agreement to facilitate the Developer in developing the Property as proposed.
 4. **PROPERTY DEVELOPMENT.** The Property and the planned development shall be urbanized in strict accordance with the terms and conditions of this Master Development Agreement and the City Ordinances. All development and use of the preliminary plan, the preliminary plat, and specifically any unmodified *mixed-use* zoning requirements. The Property shall be developed as described in Exhibit B.
 5. **INTENT TO ALLOW PHASING.** The City acknowledges that the Developer and/or assigns of the Developer whom have purchased portions of the Property, intend to submit various applications from time to time, in order to develop and/or construct portions of the Property in development phases. For each phase, the Developer and/or assign, shall be in strict compliance with the terms and conditions of this Master Development Agreement and the City Ordinances.
 6. **PROCESS FOR MODIFYING THE MASTER DEVELOPMENT PLAN.** The city acknowledges that the RIVERWALK Master Development Agreement is a plan approved for the development of the Property with specific land uses permitted on the RIVERWALK Master Development Plan. Amendments to the RIVERWALK Master Development Plan shall be initiated by filing the appropriate amendment application.
 7. **BUILDING LANDSCAPING.** The Developer hereby agrees to install all building and project landscaping in accordance with the site plan prior to the issuance of occupancy permits for each respective building. The City, in its discretion, may allow occupancy of a building prior to the installation of final landscaping in the event that weather prohibits landscaping installation. In such circumstances, the City may require a cash bond, in an amount determined by the City, in order to insure completion of required landscaping at the earliest point in time, weather permitted.
 8. **UTILITIES AND INFRASTRUCTURE.** The Developer shall install or cause to be installed, natural gas, electrical service, telephone, storm water, sanitary sewer and water systems, both culinary and secondary, and all required utility and street improvements, the RIVERWALK's Utilities and Infrastructure, for the development. All utilities and infrastructure construction and installation shall be completed in accordance with City Ordinances and applicable design and construction standards of the utility providers and the City. All plans and construction for water, sewer, street and storm drainage improvements shall be reviewed and approved by the City Engineer. All utilities and infrastructure shall comply with the applicable City Ordinances, including, but not limited to the City's Mixed-Use Ordinance and applicable standards and specifications.

9. **SECURITY FOR PUBLIC IMPROVEMENTS.** In accordance with the City Ordinances, the Developer shall enter into a Bond Agreement in the standard form acceptable to the City and provide a security to guarantee the installation and completion of all public Utilities and Infrastructure, and all public improvements to be constructed, installed, reviewed or provided by the Developer pursuant to this MASTER DEVELOPMENT AGREEMENT or in connection with the MASTER DEVELOPMENT PLAN or located within the Property, or any portion thereof, and any other public improvements shall be constructed and installed at the Developer's sole expense in accordance with the City's construction and engineering standards and the City Ordinances. All public improvements shall be warranted for one (1) year in accordance with the applicable State Statutes and City Ordinances after conditional acceptance has been received from the City.
10. **EASEMENTS.** Appropriate easements including satisfactory perpetual public utility easements required by the City shall be conveyed by the Developer to the City in conjunction with final subdivision plat approval and recording. The utility easements shall consist of property adjacent to and along the public rights-of-way within and adjacent to the Property and around the subdivision lot lines as are needed for public and/or private utilities. Additional easements may be required of the Developer or Property owner with the development of any particular lot, building, phase, or plat within the Planned Development and public improvements required in connection with the same. All required easements shall be noted on the final subdivision plat.
11. **DEDICATION OR DONATION.** The Developer shall dedicate and convey to the City, at no cost to the City, all required public utility easements for the purpose of constructing, installing, operating, and maintaining public utilities and improvements of any nature and kind as determined and required by the City. Fee title to all public improvements required by the City in connection with the Property along with the appurtenant easements and rights-of-way, and the City's portions of water systems and storm drainage system and their related easements and rights-of-way. All public improvements and rights-of-way intended for public dedication shall be dedicated in fee in conjunction with the final plat. Prior to the time of dedication, the Developer shall take such action necessary to obtain a release of any encumbrance on any property to be dedicated to the City. The City shall have the right to inspect all such improvements prior to acceptance of the conveyance thereof. The Developer is making the dedications and donations provided in the Master Development Agreement voluntarily and as a contribution to the City and hereby waives and releases and claims for compensation thereof.
12. **VESTED RIGHTS.** Subject to the terms and provisions of this Master Development Agreement, by reason of the Developer's completed application for the City's approval of the Preliminary Plat and Master Site Plan, the entities hereby acknowledge certain vested rights of the Developer to develop the Property in accordance with such approved plans, plat, and permits. Nothing herein shall be construed to provide the Developer with any further or additional vested rights than those recognized by Utah law. Such vested rights shall be subject to all recognized exceptions, including, but not limited to, the pending ordinance, procedural modes and form, clarifying ambiguity, and competing public interest doctrines. Except as otherwise provided herein, development of the Property shall be permitted in accordance with the approved plans, plats, and permits for the Property, the terms and conditions of this Master Development Agreement. Notwithstanding the

foregoing, development of the Property shall be subject to subsequent amendments to City Ordinances regarding fees, procedures, and police power provisions as may be allowed under applicable vested rights law in the State of Utah. For instance, any amendments to the site plan approval procedures shall require subsequent site plan applications to comply with the procedural requirements of the City Ordinances in place at the time of the application. Fees required in connection with any development within the RIVERWALK Master Development Plan, shall be paid in accordance with the fee schedule in place at the time the fees are due and paid. Development of the Property shall also be subject to subsequent City Ordinances enacted under the City's police power to protect the public health, safety, and welfare as may be allowed under the applicable vested rights law in the State of Utah.

13. **RESERVED LEGISLATIVE POWERS.** The Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all of its police power preserved by law.
14. **PAYMENT OF FEES.** The Developer shall pay to the City, all required fees in a timely manner which are due, or which may become due pursuant to the City Ordinances in connection with the development of the RIVERWALK Master Development Plan or any portion thereof and in such amounts as are required by City Ordinances at the time such fees are actually paid to the City. The Developer shall pay all required impact fees for the RIVERWALK Master Development Plan unless otherwise agreed to in writing by the entities.
15. **PROVISION OF MUNICIPAL SERVICES.** Subject to the Developer complying with all of the City Ordinances and the provisions of this Master Development Agreement, the City agrees to provide standard municipal services to the Property equal to those generally provided to other areas by the City, subject to the payment of all reasonable fees and charges levied therefor by the City.
16. **DEFAULT.** The City may pursue any enforcement action deemed necessary and appropriate for any violation of City Ordinances in accordance with applicable enforcement provisions as set forth in the City Ordinances or otherwise permitted by law. Notwithstanding and in addition to the City's right to pursue any enforcement action for violation of City Ordinances, in the event any party fails to perform its obligations hereunder or to comply with the terms of this Master Development Agreement, the non-defaulting party may have the following enforcement remedies. Prior to invoking the remedies provided herein, the non-defaulting party shall provide the defaulting party, written notice of default and a twenty (20) day cure period. All notices of default shall be provided in accordance with the Notice Provisions set forth in the City Ordinances. In the event the non-defaulting party does not cure the default within the required twenty (20) day cure period or enter into a written agreement for curing the default within the reasonable time, acceptable to the non-defaulting party in its reasonable discretion, the non-defaulting party may, at its election, refer to the following remedy or remedies:

- i. *All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages.*

- ii. *The right to withhold all further approvals, licenses, permits, or other rights associated with the Property until such default has been cured.*
- iii. *The right to draw on any applicable security posted or provided in connection with the Master Development Plan.*
- iv. *The right to terminate this Master Development Agreement.*
- v. *The rights and remedies set forth herein above shall be cumulative.*

The Developer shall also be in default under the terms of this Master Development Agreement under the following circumstances if not cured within thirty (30) days following the notice of default:

Insolvency – The Developer shall be adjudicated bankrupt or makes any voluntary or involuntary assignment for the benefit of creditors, or bankruptcy, insolvency, reorganization, arrangement, debt adjustment, receivership, liquidation or dissolution proceedings shall be instituted by or against the Developer; and if instituted adversely, the one against whom such proceedings are instituted consents to the same or admits in writing the material allegations thereof, or said proceedings shall remain un-dismissed for 150 days.

Misrepresentation – The Developer has made a materially false representation or warranty in any agreement with, or applicable to the City.

17. **ASSIGNMENT.** The Developer shall not assign its obligations under this Master Development Agreement or any rights or interest herein without giving prior written notice to the City. Any future assignee shall consent in writing to be bound by the terms of this Master Development Agreement as a condition precedent to the assignment. No party shall transfer, assign, sell, lease, encumber, or otherwise convey its rights and obligations under this Master Development Agreement separate from the party's interest in the Property except for the sale of lots or lease of buildings within the RIVERWALK Master Development Plan. In the event of a sale or transfer of the Property, or any portion thereof, the buyer or transferee (Subsequent Developer) shall be liable for the performance of each of the obligations contained in this Master Development Agreement as it relates to that portion of the Property it is buying, and acceptance of a deed to any portion of the Property shall constitute an agreement to assume and to be bound by the provisions of this Master Development Agreement as it related to Property covered by the deed. Each buyer or transferee shall sign an assignment and assumption agreement in a form reasonably acceptable to the City agreeing to be bound by the terms and conditions of this Master Development Agreement as provided herein. Any reference to the Developer herein shall be construed to refer to any Subsequent Developer with respect to the portion of the Property owned by such Subsequent Developer.
18. **OWNERSHIP.** The Developer hereby warrants and represents that it is the legal owner of, or has control of, record of the Property, and has the right to develop the Property, and has full authority to enter in the terms of this Master Development Agreement encumbering the Property.
19. **NOTICE.** All notices required or desired to be given hereunder shall be in writing and shall be deemed to have been provided on the date of personal service upon the party for whom intended or upon receipt if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the parties at the following address:

To the City:

City of West Haven
ATTN: City Planner/Engineer
4150 South 3900 West
West Haven, UT 84401

To the Developer:

RIVERWALK, LLC
2492 Wall Avenue
Ogden, UT 84401

Any party may change its address for the notice under this Master Development Agreement by giving written notice to the other party in accordance with the provisions of this paragraph.

- 20. ENTIRE AGREEMENT.** This Master Development Agreement, together with the Exhibits attached hereto, documents referenced herein, and all regulatory approvals given by the City for the Property and RIVERWALK Master Development Plan, contains the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreement, referenced documents, regulatory approvals and related conditions. It is expressly agreed by the parties that this Agreement is intended to and shall govern the development of the Property pursuant to the City Ordinances, including, but not limited to, all planning, zoning, and subdivision issues.
- 21. BINDING EFFECT.** This Master Development Agreement shall be binding upon the parties hereto and their respective officers, agents, employees, successors and/or assigns, as permitted herein. The covenants contained herein shall be deemed to run with the Property and a copy of this Master Development Agreement shall be recorded in the office of the Weber County Recorder, State of Utah. All Recording fees shall be paid by the Developer.
- 22. NON-LIABILITY OF CITY OFFICIALS, EMPLOYEES, AND OTHERS.** No officer, representative, agent, or employee of the City shall be personally liable to the Developer or any successors and/or assignee of the Developer in the event of any default or breach by the City, or for any amount which may become due the Developer, or its successors and/or assigns, or for any obligation(s) arising under the terms of this Master Development Agreement.
- 23. TERMINATION.** In addition to any other enforcement right or remedy provided herein, and notwithstanding anything in the Master Development Agreement to the contrary, it is hereby agreed by the parties hereto that in the event that the RIVERWALK Master Development Plan, including all phases thereof, *either* is not completed within ten (10) years of the date of this Master Development Agreement and if necessary, two, five (5) year extensions, as agreed upon by The City and The Developer, *or* in the event that the Developer does not comply with the provisions of this Master Development Agreement, the City shall have the right and sole discretion, but not the obligation, to terminate this Master Development Agreement and/or to not approve any additional phases for the RIVERWALK Master Development Plan. Any termination may be in effect by the City, by giving written notice of intent to terminate, to the Developer at its last known address, as set forth herein. Whereupon the Developer shall have ninety (90) days during which the Developer shall be given the opportunity to correct any alleged deficiencies and to take appropriate steps to commence and/or complete the RIVERWALK Master Development Plan. In the event the Developer fails to correct the alleged deficiencies or to take appropriate steps to commence

and/or complete the RIVERWALK Master Plan Development as provided herein, the City shall be released from any further obligations under this Master Development Agreement and may terminate the same by written notice to the Developer. The parties expressly recognize and acknowledge that the development of the RIVERWALK Master Development Plan is a phased mixed-use development. It is also recognized that it is critical to the City that certain development occurs within reasonable time from the date of this Master Development Agreement. It is expressly acknowledged by the parties that the RIVERWALK Master Development Plan is intended to be developed in reasonable staged phases and that the Developer shall use its best efforts to proceed with the RIVERWALK Master Development Plan in a timely fashion. The release and indemnification provisions in the City Ordinances shall survive any termination of this Master Development Agreement.

- 24. GOVERNING LAW AND JURISDICTION.** The provision of this Master Development Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. The parties to this Master Development Agreement agree that any judicial action associated with this Master Development Agreement shall be taken in the Second Judicial District Court of the State of Utah.
- 25. SEVERABILITY.** If any portion of this Master Development Agreement is held to be unenforceable by a court of competent jurisdiction, any enforceable portion thereof and the remaining provisions shall continue in full force and effect.
- 26. AMENDMENT.** This Master Development Agreement may be amended only in writing signed by the parties hereto. Any amendments to the RIVERWALK Master Development Plan documents, including, but not limited to the plans, plats, and Exhibits attached hereto, must be approved by the City in accordance with the applicable City Ordinances in addition to required amendments to this Master Development Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

ATTEST:

CITY:
CITY OF WEST HAVEN

Recorder

Shanda Roney

By:

Harmon Palos

DEVELOPER:
RIVERWALK, LLC

By:

Rick Scadden
Rick Scadden

STATE OF UTAH

:SS

COUNTY OF WEBER

On the 25 day of March, 2018, personally appeared before me Rick Scadden who being by me duly sworn, did say that he is the managing member of Riverwalk LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

Notary Public Emily Green
Residing at: West Haven City

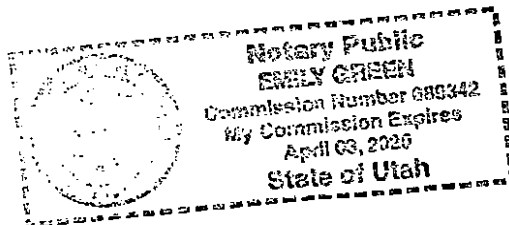


Exhibit A**Legal Description of the Property****Parcel 1 – County Parcel Number 15-066-0047:**

PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER SECTION, THENCE EAST 8.855 CHAINS, THENCE SOUTH 6D15' WEST TO A POINT SOUTH 55D51' EAST 655.5 FEET AND NORTH 6D30' EAST 121.4 FEET FROM THE NORTHWEST CORNER OF SAID QUARTER SECTION, THENCE SOUTH 44D39' WEST 590 FEET, THENCE WEST TO WEST LINE OF SAID QUARTER SECTION, THENCE NORTH 10.11 CHAINS TO BEGINNING. EXCEPT 0.16 ACRE, MORE OR LESS, IN STATE ROAD COMMISSION (806-599).

Parcel 2 – County Parcel Number 15-069-0002:

PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION, AND RUNNING THENCE SOUTH 0D31' WEST ALONG THE EAST LINE OF SAID QUARTER SECTION 818.9 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE LAYTON INTAKE CHANNEL, THENCE SOUTH 44D39' WEST 398.3 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF A 225.0 FOOT RADIUS CURVE TO THE LEFT FOR A DISTANCE OF 5.74 FEET, THENCE NORTH 88D04' WEST 396.85 FEET ALONG EXISTING FENCE, THENCE NORTH 0D29' WEST 37.33 FEET, THENCE NORTH 17D05' WEST 69.5 FEET TO A POINT 10.50 CHAINS WEST FROM THE EAST LINE OF SAID QUARTER SECTION, THENCE NORTH 730 FEET, MORE OR LESS, TO THE CHANNEL OF WEBER RIVER, THENCE NORTHEASTERLY IN CHANNEL OF SAID RIVER TO A POINT 6 CHAINS WEST OF THE NORTHEAST CORNER OF SAID QUARTER SECTION, THENCE EAST 6 CHAINS TO THE POINT OF BEGINNING. CONTAINING 15.70 ACRES, M/L. TOGETHER WITH AND SUBJECT TO RIGHT-OF-WAY FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED LAND: PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. A 60 FOOT RIGHT-OF-WAY RUNNING IN A NORTHERLY DIRECTION ADJACENT TO AND PARALLEL WITH THE WEST LINE OF THE LAYTON CANAL, THE EAST LINE OF SAID RIGHT-OF-WAY IS DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER OF WILSON LANE AND THE WEST LINE OF THE LAYTON CANAL SAID POINT BEING NORTH 722.70 FEET AND WEST 372 FEET; RUNNING THENCE NORTH 2D59' EAST ALONG SAID CANAL 682 FEET, MORE OR LESS, TO THE ARC OF A CURVE; THENCE ALONG THE ARC OF A REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 225 FEET FOR AN ARC DISTANCE OF 163.6 FEET TO THE NORTH LINE OF SAID RIGHT-OF-WAY, SAID POINT BEING THE SOUTH LINE OF THE PROPERTY CONVEYED TO PECK & SHAW FINE CARS, INC. IN BOOK 1278, PAGE 695 OF

OFFICIAL RECORDS. THE ABOVE RIGHT-OF-WAY IS SUBJECT TO THE FEE SIMPLE OWNERSHIP OF THE U.S.A. IN AND TO THAT PORTION DEEDED AS THE LAYTON CANAL. THE ABOVE RIGHT-OF-WAY GIVEN AS INGRESS AND EGRESS TO AND FROM THE PROPERTY DEEDED TO PECK-RENNERT INVESTMENT COMPANY AND THEIR SUCCESSORS IN INTEREST IN BOOK 1222 AT PAGE 869 AND BOOK 1267 AT PAGE 298 OF OFFICIAL RECORDS. (1361-802) SUBJECT TO BOUNDARY LINE AGREEMENT E# 2485812

Parcel 3 – County Parcel Number 15-069-0001:

PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING 21.44 CHAINS EAST OF NORTHWEST CORNER OF SAID QUARTER SECTION, THENCE IN THE OLD CHANNEL OF THE WEBER RIVER, FIRST SOUTHEASTERLY, THENCE NORTHEASTERLY TO A POINT 12.6 CHAINS EAST OF BEGINNING, THENCE WEST 12.6 CHAINS TO BEGINNING. SUBJECT TO BOUNDARY LINE AGREEMENT E# 2485812.

Parcel 4 – County Parcel Number 15-069-0068:

TRACT OF LAND SITUATE IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE SOUTH 89D41'49" EAST 1416.40 FEET; THENCE SOUTH 00D00'00" EAST 28.02 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89D11'21" EAST 126.02 FEET ALONG A FENCE LINE AND THE EXTENSION THEREOF TO A REBAR; THENCE SOUTH 00D01'24" EAST 194.37 FEET TO A FENCE CORNER AND A REBAR; THENCE SOUTH 00D01'24" EAST 747.77 FEET ALONG A FENCE LINE; THENCE SOUTH 01D48'45" WEST 52.49 FEET TO THE CENTER OF THE HOOPER CANAL; THENCE NORTH 48D27'26" WEST 172.84 FEET ALONG THE CENTER OF THE HOOPER CANAL; THENCE NORTH 00D00'38" WEST 37.31 FEET; THENCE NORTH 00D18'53" EAST 844.47 FEET ALONG A FENCE LINE TO THE POINT OF BEGINNING.

Parcel 4A – County Parcel Number 15-069-0044:

TOGETHER WITH BENEFICIAL INTEREST TO BE CREATED IN THAT A QUIT CLAIM DEED WILL BE RECORDED WITH A FUTURE SURVEY SPLITTING THE PARCEL TO AN APPROX 4.5 ACRE PARCEL.

Parcel 5 – County Parcel Number 15-063-0044:

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: RUNNING THENCE NORTH 594.0 FEET ALONG THE QUARTER SECTION LINE; THENCE SOUTH 29D EAST 102.5 FEET; THENCE SOUTH 79D30' EAST 462.0 FEET, MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 15; THENCE SOUTH 9D14' EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 425.67 FEET; THENCE WEST 572.26 FEET TO THE POINT OF BEGINNING. CONTAINING 7.9 ACRES. EXCEPTING THEREFROM THOSE PORTIONS THEREOF HERETOFORE CONVEYED IN FEE TO THE UNITED STATES OF AMERICA BY WARRANTY DEED RECORDED IN BOOK 604 OF RECORDS, PAGES 241-45. ALSO EXCEPTING THEREFROM THOSE PORTIONS THEREOF CONVEYED TO STATE ROAD COMMISSION OF UTAH FOR HIGHWAY I-15.

Parcel 6 – County Parcel Number 15-064-0009:

A PARCEL OF LAND BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE SOUTHWEST QUARTER SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS; BEGINNING ON THE WESTERLY HIGHWAY RIGHT OF WAY AND NO-ACCESS LINE OF PROJECT NO. 1-15-8 (7) WHICH POINT IS 1320 FEET WEST, 1316.7 FEET NORTH APPROXIMATELY, 1118 FEET WEST AND SOUTH 9D14' EAST 219 FEET, FROM THE SOUTHEAST CORNER OF SAID SECTION 24, THENCE NORTH 9D14' WEST 60 FEET, MORE OR LESS, TO THE CENTERLINE OF RIVER AND THE NORTHERLY CORPORATE LIMITS LINE OF WEST HAVEN CITY, THENCE WESTERLY 330 FEET, MORE OR LESS, TO THE WESTLINE OF SAID SOUTHWEST QUARTER, SOUTHEAST QUARTER, THENCE WEST 15 CHAINS, MORE OR LESS, ALONG SAID NORTH BOUNDARY LINE, THENCE SOUTH 22D30' WEST 24.09 FEET, THENCE SOUTH 36D30' WEST 1.25 CHAINS, THENCE SOUTH 15D WEST 1.50 CHAINS, THENCE SOUTH 1.52 CHAINS, THENCE SOUTH 5D WEST 1.70 CHAINS, THENCE SOUTH 13D30' EAST 2.83 CHAINS, THENCE SOUTH 78D30' EAST 4.80 CHAINS, THENCE SOUTH 71D EAST 1.50 CHAINS, THENCE NORTHEASTERLY 670 FEET, MORE OR LESS, ALONG A STRAIGHT LINE TO SAID WEST LINE, THENCE SOUTH 130 FEET, MORE OR LESS, ALONG SAID WEST LINE TO A SOUTHWESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT, THENCE SOUTHEASTERLY 102 FEET, MORE OR LESS, ALONG SAID SOUTHWESTERLY BOUNDARY LINE TO A SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT, THENCE SOUTH 79D30' EAST 412 FEET, MORE OR LESS, TO SAID WESTERLY HIGHWAY RIGHT OF WAY AND NO-ACCESS LINE, THENCE ALONG SAID WESTERLY HIGHWAY RIGHT OF WAY AND NO-ACCESS LINE THE FOLLOWING COURSES: NORTH 09D14' WEST 389 FEET, MORE OR LESS, TO A POINT OPPOSITE ENGINEER STATION 1184+00, NORTH 31D02'06" WEST 107.70 FEET, NORTH 09D14' WEST 168.87 FEET, SOUTH 84D14' EAST 41.41 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 20.64 ACRES, MORE OR LESS, AND IS GRANTED WITHOUT ACCESS TO OR FROM THE ADJOINING FREEWAY OVER AND ACROSS THE EASTERLY BOUNDARY LINE OF SAID TRACT.

Parcel 7 – County Parcel Number 15-064-0010:

PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN: BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE NORTH 11.0 CHAINS TO MIDDLE OF WEBER RIVER, THENCE SOUTH 62D45' WEST 9.96 CHAINS, THENCE SOUTH 24D EAST 7.07 CHAINS IN BED OF RIVER, THENCE EAST 6.0 CHAINS TO THE PLACE OF BEGINNING.

Parcel 8 – County Parcel Number 15-064-0011:

PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING 1168.34 FEET EAST OF THE SOUTHWEST CORNER OF SAID QUARTER SECTION; RUNNING THENCE NORTH 04D00'40" WEST 697.13 FEET TO A FENCE, THENCE ALONG SAID FENCE THE FOLLOWING 3 COURSES: SOUTH 82D14'12" EAST 31.11 FEET, SOUTH 79D03'22" EAST 35.82 FEET AND SOUTH 70D52'00" EAST 34.04 FEET, THENCE SOUTH 70D03'20" EAST 537.68 FEET, THENCE SOUTH 77D42'32" EAST 334.96 FEET, THENCE SOUTH 24D EAST 458.63 FEET TO A POINT ON SECTION LINE THAT IS 1113.95 FEET WEST FROM BEGINNING, THENCE WEST ALONG SECTION LINE 1113.95 FEET TO POINT OF BEGINNING.

Parcel 9 – County Parcel Number 15-064-0038:

PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U S SURVEY: BEGINNING AT A POINT 92.37 FEET SOUTH 88D23'03" EAST FROM

THENORTHWEST CORNER OF SAID QUARTER SECTION (SAID NORTHWESTCORNER BEING LOCATED AT A POINT (POINT) 2563.60 FEET NORTH1D34'30" EAST FROM THE SOUTHWEST CORNER OF SAID QUARTERSECTION), RUNNING THENCE 88D31'30" EAST 117.63 FEET ALONG THENORTH LINE OF SAID QUARTER SECTION TO THE EAST SIDE OF ANEXISTING LEVEE, THENCE ALONG SAID LEVEE SOUTH 55D05' EAST341.14 FEET AND SOUTH 1D34'30" WEST 340 FEET, THENCE SOUTH88D31'30" EAST 190.6 FEET TO A POINT ON THE EAST SIDE OF ANEXISTING LEVEE, THENCE ALONG SAID LEVEE SOUTH 45D41' EAST182 FEET, THENCE SOUTH 88D31'30" EAST 85 FEET, THENCE NORTH32D52'30" EAST 145 FEET, THENCE SOUTH 1D34'30" WEST 137.03FEET, THENCE SOUTH 11D30' EAST 659.08 FEET 9661.34); THENCESOUTH 76D06' EAST 216.64 FEET (214.96); THENCE SOUTH 71D36'EAST 80.4 FEET, THENCE SOUTH 86D08' EAST 110.90 FEET, MOREOR LESS, TO THE NORTHWEST CORNER OF THE PROPERTY DEEDED TOTINA GILES AND KNOWN AS TAX #15-064-0007, THENCE ALONG THEWESTERLY LINE OF SAID GILES PROPERTY SOUTH 48D37' EAST 130FEET, MORE OR LESS, TO THE SOUTHERLY MOST CORNER OF SAIDGILES PROPERTY, THENCE SOUTH 36D30' WEST 1.25 CHAINS, THENCESOUTH 15D WEST 1.5 CHAINS, THENCE SOUTH 1.52 CHAINS, THENCESOUTH 15D WEST 1.7 CHAINS, THENCE SOUTH 13D30' EAST 2.83CHAINS, MORE OR LESS, THENCE NORTH 85D02'09" EAST 39.07 FEET,THENCE SOUTH 78D30' EAST 316.80 FEET, THENCE SOUTH 71D EAST111.03 FEET, THENCE SOUTH 22D28'22" EAST 27.79 FEET, MOREOR LESS, TO AN EXISTING FENCE CORNER, THENCE NORTH 77D42'32"WEST 344.96 FEET ALONG THE EXISTING FENCE TO A FENCE CORNER,THENCE NORTH 70D03'20" WEST 537.68 FEET, THENCE NORTH 3D43'43"WEST 410.89 FEET TO A POINT NORTH 1D34'30" EAST 1124.35 FEETAND SOUTH 88D31'30" EAST 782.06 FEET AND SOUTH 88D05'45"EAST 375.45 FEET FROM THE SOUTHWEST CORNER OF SAID QUARTERSECTION, THENCE NORTH 88D05'45" WEST 375.45 FEET, THENCENORTH 88D31'30" WEST 422.06 FEET, MORE OR LESS, TO A POINTNORTH 1D34'30" EAST 1124.35 FEET AND SOUTH 88D31'30" EAST360 FEET FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER,THENCE NORTH 1D34'30" EAST 1200 FEET, THENCE NORTH 88D31'30"WEST 269.03 FEET, MORE OR LESS, TO UDOT PROPERTY (E#1802214)THENCE NORTH 01D44'16" EAST 88.21 FEET, THENCE NORTH 02D13'58"EAST 151.05 FEET, MORE OR LESS TO THE POINT OF BEGINNING. EXCEPTIN THAT PART LYING WITHIN THE COPORATE LIMITS OFMARRIOTT-SLATERVILLE CITY. (E#1652953 0050-0010)

Exhibit B

RIVERWALK Concept Plan



ORDINANCE NO. 06-2019

AN ORDINANCE OF THE CITY OF WEST HAVEN, UTAH APPROVING AND ADOPTING THE MASTER DEVELOPMENT AGREEMENT – RIVERWALK, LLC; 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 Riverwalk, LLC 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 adopted 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 By And Between The City Of West Haven And Riverwalk, LLC, 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 6th day of March, 2019 and after publication or posting as required by law.

DATED this 6th day of March, 2019

WEST HAVEN, a municipal corporation

by: Sharon Bolos
Mayor Sharon Bolos

Attested and recorded

Shanda Reney
Shanda Reney, CMC
City Recorder

ATTACHMENT "A"

ORDINANCE NO. 06-2019

An Ordinance Of The City Of West Haven, Utah Approving And Adopting The Master Development Agreement – Riverwalk, LLC; And Providing For An Effective Date.

06 Mar 19