

ORDINANCE NO. 07-2019



\*W2998605\*

**AN ORDINANCE OF THE CITY OF WEST HAVEN, UTAH APPROVING AND ADOPTING THE MASTER DEVELOPMENT AGREEMENT - HAWK HAVEN TOWNHOMES DEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

EN 2998605 PG 1 OF 21  
LEANN H KILTS, WEBER COUNTY RECORDER  
22-AUG-19 107 PM FEE \$ .00 DEP DC  
REC FOR: WEST HAVEN CITY

**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 the Hawk Haven Townhomes Development 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 Lodder Burton, LLC, For The Hawk Haven Townhomes Development, 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and adopted which have been adopted by the City, or parts, which conflict with this Ordinance, are, for such conflict, repealed, except this repeal will not be construed to revive any act, order or resolution, or part, repealed.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 20<sup>th</sup> day of March, 2019 and after publication or posting as required by law.

DATED this 20<sup>th</sup> 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. 07-2019**

**An Ordinance Of The City Of West Haven, Utah Approving And Adopting The Master Development Agreement - Hawk Haven Townhomes Development; And Providing For An Effective Date.**

20 Mar 19

ds.

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT, ("Agreement"), is made and entered into this 20 day of MARCH, 2019, by and among LODDER BURTON, L.L.C., a Utah limited liability company, and HAWK HAVEN LLC as the owner and developer of certain real property located in the City of West Haven, Weber County, Utah, at approximately 1874 South 1950 West (together, LODDER BURTON, L.L.C. and HAWK HAVEN LLC shall be collectively referred to as "Developer"), and the City of WEST HAVEN, ("the City"), a Utah Municipal Corporation. Developer and the City shall be collectively referred to as "Parties" and sometimes individually as a "Party."

**Recitals**

A. Developer is the owner of approximately 16.31 acres of real property ("Property") in the City of West Haven, Weber County, Utah, which it intends to develop as a Mixed-Use Development. The legal description for the land is as follows: 15-697-0001 -0004 ✓ BB

**LOTS 1, 2 & 3**

**LOTS 1, 2 AND 3 OF THE HAWK HAVEN TOWNHOMES SUBDIVISION IN WEST HAVEN CITY, WEBER COUNTY, STATE OF UTAH.**

**LOT 4**

**LOT 4 OF THE HAWK HAVEN TOWNHOMES SUBDIVISION IN WEST HAVEN CITY, WEBER COUNTY, STATE OF UTAH.**

**(NOTE: THE SUBDIVISION PROPERTY INCLUDES ROAD DEDICATIONS TO WEST HAVEN CITY SHOWN ON THE PLAT AS 1950 WEST STREET AND ALONG 1800 SOUTH STREET).**

Tax Lot: 15-071-0009  
Location: The subject property is within the West Haven City limits.  
The proposed Project is on the south side of 1800 South

at approximately 1950 West.

- C. The subject Property (“Property” or “Development” or “Project”) is currently zoned Mixed Use on the Zoning Map.
- D. The parties desire to enter into terms relevant to Developer’s proposed Development as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants, conditions and considerations as more fully set forth below, Developer and City agree:

- 1. **Recitals.** The above recitals are incorporated herein by reference and made a part hereof.
- 2. **Zoning - Lots 1, 2 and 3.** The Development is to remain as currently zoned – Mixed-Use. (See Concept Plan - Exhibit "A")
- 3. **Zoning - Lot 4.** Lot 4 will have a mandatory C3 Commercial overlay. (See Concept Plan - Exhibit "A")
- 4. **Development Terms.** The following constitutes terms for development of the previous defined parcels:
  - a. **Concept Approval.** The West Haven City Council has granted preliminary approval of the Developer’s proposed concept plan (Exhibit “A”) and has entered into this Agreement to facilitate the development of the Property as proposed.
  - b. **Compliance with Subdivision Standards.** Developer agrees to comply with all of the conditions of approval, and the City of West Haven ordinances, rules, regulations, requirements and standards regarding the preparation, submission, and recording of subdivision applications, all preliminary and final plats, and the construction and completion of the Development.

5. **Vesting.** The Developer shall have the vested right to develop Property in accordance with the terms of this Agreement and the applicable land use ordinances of the City of West Haven in effect on the date of the Agreement.

a. **Exceptions.** Restrictions on the applicability of the City's Future Laws to the Project as specified in Section 5 are subject to only these exceptions:

i. **Developer Agreement.** City's Future Laws agreed to, in writing, by the Developer as being applicable to the Project;

ii. **State and Federal Compliance.** City's Future Laws which generally apply to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

iii. **Building Codes.** City's Future Laws and safety standards that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the IRC, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet countervailing public safety concerns related to public health, safety or welfare;

iv. **Roads.** Reasonable requirements for roadway grades, widths, access points, maintenance, and standards;

v. **Taxes.** Taxes or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.

vi. **Fees.** Any agreements entered into by the Parties that include waived City fees for

the purpose of helping pay for public infrastructure that is being built in and around the Development.

vii. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Annotated or a judicial decision.

6. **Existing On-Site Conditions.** The approximate 16.31 acre subject property is at present undeveloped.

7. **Density.** The number of multi-family dwelling units in the Development shall not exceed 102 units. Site Plan shall be the manner identified in the attached Exhibit "B".

8. **Design.** Developer shall provide a coordinated neighborhood layout. Developer wishes to design the buildings similar to those shown in Exhibit "C." Similar building materials will be in place on all buildings within Lots 1-3, Lot 4 will be subject to its own site plan review process.

a. All exterior colors used shall be consistent with the scheme to be developed by the Developer.

b. All building exterior frontages shall use stucco and either brick or stone as building materials.

c. All remaining exterior finishes (excluding windows) shall be a Cementous board material, stucco, or like material. Vinyl siding products shall not be used.

d. Roads, required parking areas, aisles, and alleyways shall be paved with asphalt, concrete or comparable surfacing.

9. **Signage.** Developer will place signage along 1800 south. The signage will follow City laws and be pre-approved by City Staff.

10. **Streets.** 1950 West street will be dedicated as a public road and will meet all City standards. All other on-site streets shall be Private streets and will be designed and built in

accordance with industry standard best practices and will also conform to the City's Public Works Standards.

11. **Access.** The proposed Development shall include a main road access point from 1800 South.

12. **Vehicle Parking For Lots 1-3.**

a. **Parking Space Count:** Parking spaces in the Project may include spaces in garages, parking lots, private side street and/or driveways if vehicles are not parked in a vehicle travel lane (including emergency or fire access lanes).

b. **Parking Locations:** Vehicle parking is allowed only within garages, carports and other structures, on driveways or parking lots, or on approved streets areas that have been developed and specifically designated for parking – as outlined in Exhibit "B".

c. **Parking rules and regulations** to be enforced by on-site management company.

13. **Storm Drainage Improvements.** Drainage facilities shall be designated to accommodate storm drainage runoff.

14. **Site Lighting.** All outdoor lighting fixtures for the Development shall be designated and maintained as full cut-off fixtures, or have a shielding method to direct light emissions down onto the site, and shall not shine direct illumination or glare onto adjacent properties.

15. **Fencing.** The Developer will install fencing on the North, East, and South boundaries of the proposed Development, Lots 1-3 depicted in Exhibit "B".

16. **Amenities Offered; Relocatable Trail.** The Development wishes to have the following amenities on-site placed in a manner similar to that found in Exhibit "B". The amenities offered are anticipated to include various common green areas and three (3) tot lots in



the locations depicted in Exhibit "B". The Developer hereby agrees to a fifteen (15) foot relocatable trail easement in the non-buildable area with an improvement requirement of a ten (10) feet wide grading and roadbase - said requirement is currently deferred until such time that City mandates improvements. This requirement will be binding on all successors in interest.

17. **Grading and Drainage Plan.** A grading and drainage plan will be prepared by a registered professional engineer. The grading plan shall show the location and extent to which grading will take place. This plan shall be reviewed by and subject to approval of the City Engineer.

18. **Building Permits.** The City shall not unreasonably delay issuance of building permits and shall process building permits under established policy.

19. **Construction.** Developer shall provide the contact name and number of the on-site foreman for the Project who shall respond immediately to issues and concerns raised by the City. All local and states laws and industry best practices will be followed during the construction of the proposed Project.

20. **Reciprocal Plan to Establish Built Community.**

- a. The Developer will provide a road on 1950 West to be dedicated as public.
- b. The City will reimburse the Developer for the road widening cost (not curb, gutter and sidewalk), for the South side of 1800 South.

21. **Common Areas.** Developer is maintaining ownership of the green common areas depicted in Exhibit "B", and will transfer ownership to an HOA to continue maintenance.

22. **Successors and Assigns.**

- a. Binding Effect. This Agreement shall be binding on all successors in interest and shall "run with the land."

b. Assignment. This Agreement, any of its provisions, terms or conditions, including all rights as well as responsibilities, shall be binding on all successors in interest and shall "run with the land."

23. **General Terms and Conditions.**

a. Term. This Agreement shall be void and of no effect if project construction does not commence within three (3) years of the signing of this Agreement. This Agreement shall be in perpetuity, shall be binding of all successors in interest, and shall "run with the land."

a-i. Term; Termination. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that this Agreement shall have an initial term commencing on the date of this Agreement, mandating that project construction shall commence within three (3) years, and that this Agreement shall continue in perpetuity. So long as there is no Event of Default existing, that project requirements have been properly installed and that any applicable final plats have been recorded in the Office of the Weber County Recorder, this Agreement will be deemed satisfied. In the event the Agreement has not been commenced as stated herein, then the City shall have the right, but not the obligation, at the sole discretion of the City Council, to terminate this Agreement as to the defaulting party (i.e., the Developer). Terms may be extended by mutual agreement of the Parties.

Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the City and the defaulting party to each other hereunder shall terminate. Nevertheless, no license, building permit, or certificate of occupancy granted prior to the expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

b. Construction. This Agreement shall be construed to effectuate the public purpose of implementing long-range planning objective, obtaining public benefits, and protecting any compelling public interest.

c. State/Federal Law. The Parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The Parties further agree that if any further provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be amended in writing by the Parties as to that provision.

d. Severability. If any provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of

competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent the scope or breadth is permitted by law.

e. Relationship of Parties and No Third-Party Rights. This Agreement creates no joint venture, partnership, undertaking, or business arrangement between the Parties, nor does this Agreement, unless otherwise stated, create any rights or benefits enforceable by third parties.

f. Attorney's Fees. If any requirements or rights granted by this Agreement are breached, the Party at fault agrees to pay the attorney's fees and all costs of enforcement of the non-breaching Party.

g. Integration. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the Parties.

i. Counterparts. This Agreement and any exhibits referred to herein may be executed in any number of duplicate originals or counterparts, each of which (when the original signature are affixed) shall be an original, but all of which shall constitute one and the same instrument.

j. Governing Law. This Agreement is entered into under, and is to be construed and enforceable in accordance with, the laws of the state of Utah. Each party hereto consents to the exclusive jurisdiction of either the state or federal courts of Weber County, Utah, and the Parties further consent and agree that the venue of any action brought under or as a result of a breach of this Agreement shall be proper in either of the above-named courts and each party hereby waives any objection thereto.

k. Mediation. Any disputes arising under this Agreement shall be resolved through attending Mediation for four (4) hours, with the costs of the Mediator to be equally shared. If the City and Developer cannot resolve an issue through a mutually acceptable Mediator, the parties shall involve a Court of competent jurisdiction.

l. Notices. Any notices, requests or demands required or desired to be given hereunder shall be in writing and shall either be delivered personally or

by certified mail or express courier deliver to the Parties at the following addresses:

If to WEST HAVEN CITY:  
West Haven City  
130 South 3900 West  
West Have, Utah 84401

If to Lodder Burton, L.L.C.  
Pete Lodder  
651 Eagle Ridge Drive  
North Salt Lake, Utah 84054

If to Hawk Haven LLC  
Gage Crabtree  
4598 South 700 West Suite C  
Riverdale, Utah 84405

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

LODDER BURTON, L.L.C.

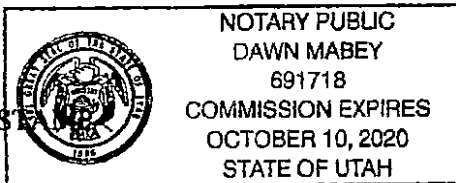
August 22, 2019

Dated June 20, 2019 By: [Signature] PETER LODDER Managing Member  
TITLE

STATE OF UTAH

COUNTY OF WEBER

On this 20 day of June, 2019, personally appeared before me Peter Lodder, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is a Managing Member of Lodder Burton, L.L.C., and that said document was signed by him in behalf of said entity by Authority of its Managing Members and said Managing Member acknowledged to me that said entity approved the same.



[Signature]  
NOTARY PUBLIC



Notarized on August 22, 2019  
Identification Verified by  
notary.  
[Signature]  
Michelle K Halacy

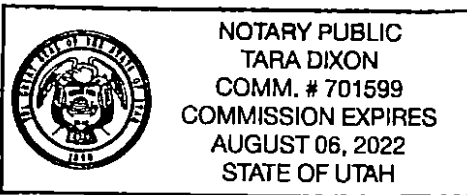
**HAWK HAVEN LLC**

Dated July 12, 2019 By:  Managing Member  
GAGE CRABTREE TITLE

STATE OF UTAH

COUNTY OF WEBER

On this 12 day of July, 2019, personally appeared before me **Gage Crabtree**, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is a Managing Member of **Hawk Haven LLC**, and that said document was signed by him in behalf of said entity by Authority of its Managing Members and said Managing Member acknowledged to me that said entity approved the same.

STAMP 

  
NOTARY PUBLIC

WEST HAVEN CITY

Dated July 16, 2019 By: Sharon A. Bolos Mayor  
SHARON A. BOLOS TITLE

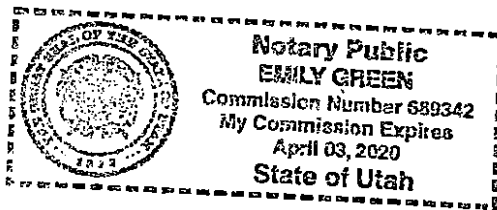
STATE OF UTAH

COUNTY OF WEBER

On this 16 day of July, 2019, personally appeared before me **Sharon A. Bolos**, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that she is the **Mayor of West Haven City**, Utah, and that she is duly authorized and does sign said document in behalf of West Haven City.

STAMP

Emily Green  
NOTARY PUBLIC



**EXHIBIT "A"**

**PLAT / ZONING DESIGNATIONS**

# Hawk Haven Townhomes Subdivision

West Haven City, Weber County, Utah  
A Part of the Northeast Quarter of Section 26, Township 6  
North, Range 2 West of the Salt Lake Base and Meridian,  
March, 2019

## EXHIBIT "A"

### SURVEYOR'S CERTIFICATE

I, G. Greg Hansen, of Weber County Utah, am a Registered Professional Land Surveyor in the State of Utah in accordance with the Utah Chapter 22, Professional Engineers and Land Surveyors Act and I have prepared a Survey of the property described on this plan in accordance with Sections 17-21-17 and have verified all measurements, and have placed monuments as represented on this plan, and have thereby established and fixed the four (4) corners, bearings and length of the Hawk Haven Townhomes Subdivision in West Haven City, Weber County, Utah, and have correctly drawn in the subdivision and in this and correct representation of the herein described lands included in this subdivision, based upon data collected from records in the Weber County Recorder's Office and from field survey made by me or under my supervision on the ground.



Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.  
G. Greg Hansen, R.L.S.  
Utah Land Surveyor License No. 12810

### SUBDIVISION BOUNDARY DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE INTERSECTION OF THE WEST NORTH-SOUTH-WEST LINE OF 1980 FEET STREET (NORTH HIGHWAY 124) AND THE NORTHEAST NORTH-SOUTH-WEST LINE OF 1980 FEET SOUTH STREET LOCATED 261.70 FEET NORTH 87°52'11" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER AND 840.00 FEET NORTH 87°52'11" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 26;

RUNNING THENCE NORTH 02°42'11" WEST 421.17 FEET ALONG SAID WEST NORTH-SOUTH-WEST LINE TO THE CENTERLINE OF UTAH IRRIGATION COMPANY CONCRETE IMMOBILIZATION DITCH THENCE NORTH 87°52'11" WEST 121.63 FEET ALONG SAID CENTERLINE TO THE UNADJUSTED EXHIBIT LLC PROPERTY TAX IS NO. 19-071-001) BEGINNING AS EXHIBIT NO. 1848080 IN THE WEBER COUNTY RECORDER'S OFFICE THENCE ALONG THE BOUNDARY OF SAID UNADJUSTED EXHIBIT COMPANY LLC PROPERTY THE FOLLOWING TANGENT (1) CORNERS: (1) NORTH 87°52'11" WEST 74.17 FEET (2) SOUTH 87°52'11" EAST 84.00 FEET AND (3) NORTH 87°52'11" EAST 877.00 FEET TO SAID SOUTHERLY NORTH-SOUTH-WEST LINE THENCE ALONG SAID SOUTHERLY NORTH-SOUTH-WEST LINE THE FOLLOWING TANGENT (2) CORNERS: (1) SOUTH 87°52'11" EAST 301.84 FEET AND (2) SOUTH 87°52'11" EAST 848.44 FEET TO THE POINT OF BEGINNING CONTAINING 19.31 ACRES.

### OWNER'S DEDICATION AND CERTIFICATION

I have all read by these presents that on the undersigned possess of the above described tract of land lying around the same to be subdivided into four (4) lots, as shown on this plan and same said tract North West Townhome Subdivision and hereby dedicate, grant and convey, in perpetuity, pursuant to the provisions of 17-21-107, Utah Code, without reservation, restriction or reservation to said State City, Weber County, Utah, all those rights or portions of said tract of land designated as streets shown herein as 1950 FEET Street as well as the 1950 FEET Street including the same to be used as public thoroughfares forever and also dedicate to said State City those public utility easements for public utility and drainage purposes as shown herein the same to be used for the installation, maintenance and operation of public utility service lines and drainage as may be authorized by the governing authority and also dedicate the City and the same easements as shown herein to the Hesper Irrigation Company, in witness where I have hereunto set my signature this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Greg Hansen, Manager of Hawk Haven LLC

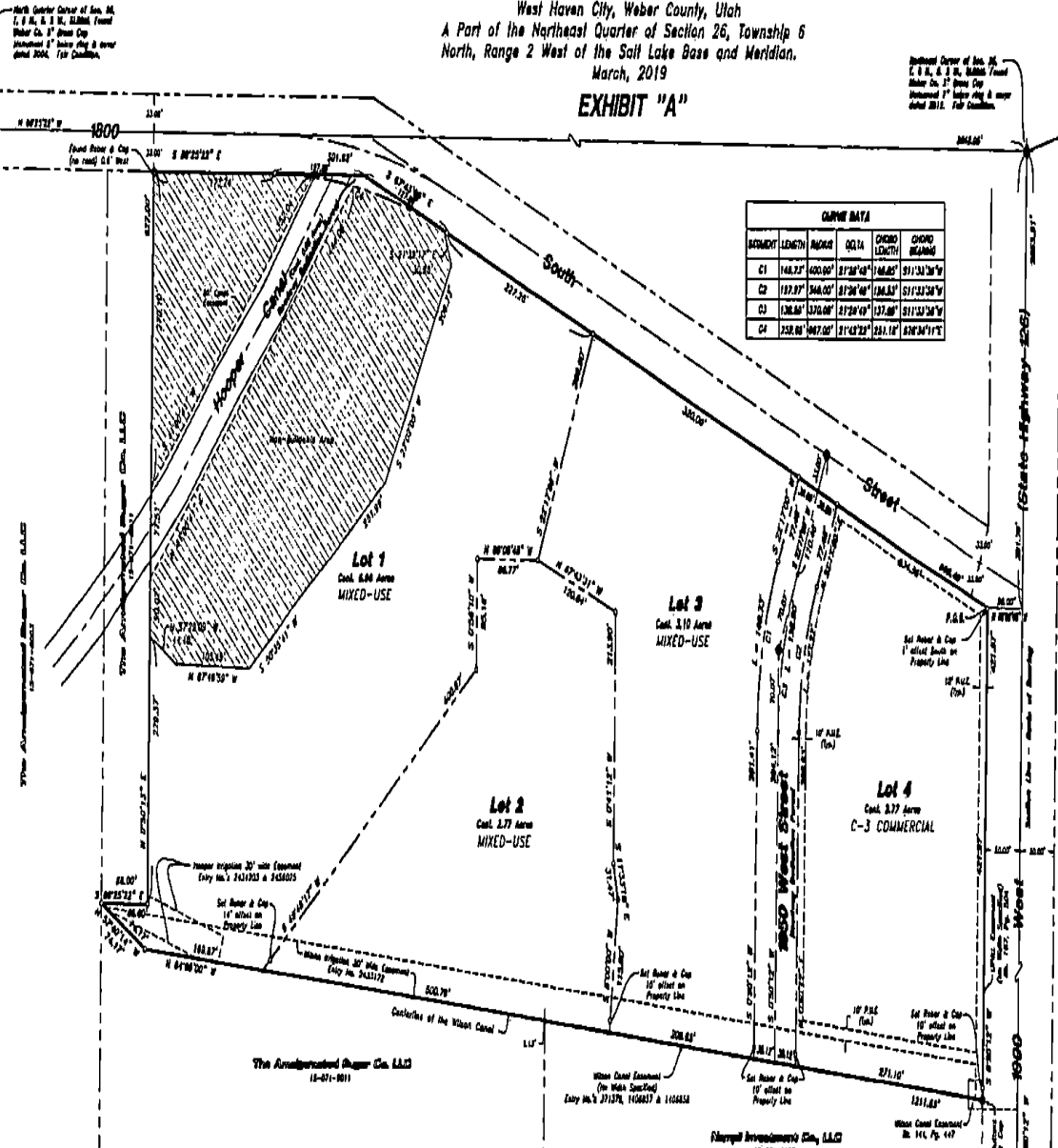
### CORPORATE ACKNOWLEDGMENT

State of Utah  
County of \_\_\_\_\_  
I, the undersigned, \_\_\_\_\_, 2019, Greg Hansen personally appeared before me, the undersigned notary public in and for said State and County, being duly sworn, and acknowledged to me that he is the Manager of Hawk Haven LLC and that he signed the above owner's dedication, and that he acknowledged to me that he signed it freely and voluntarily and for the uses and purposes therein mentioned.

### NARRATIVE

The purpose of this survey was to establish and set the property corners of the four (4) lots subdivided as shown and described herein. The survey was ordered by Greg Hansen, the natural user to establish the property corners of Hawk Haven LLC. The natural user is Greg Hansen, Surveying in 1982 and the boundary survey done by Greg Hansen, Surveying in 1982 along with the existing Weber County Survey Measurements surrounding Sections 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

SEQUENCE	LENGTH	BEARING	AREA	CHORD BEARING	CHORD LENGTH
C1	146.22'	400.00°	27.28'	146.22'	517.3130' W
C2	127.87'	346.00°	37.26'	127.87'	517.3130' W
C3	126.85'	370.00°	27.28'	126.85'	517.3130' W
C4	258.10'	167.00°	21.42'	258.10'	517.3130' W



**LEGEND**

- Subdivision Boundary
- Utility Lot Line
- Property Line
- Street
- Public Utility Easement (PUE)
- Water Line
- Top of Bank
- Non-Subdivisible Area
- Well Head
- Found value set by others
- Set Back 10' from City
- Set Back 10' from City

**WEST HAVEN CITY ATTORNEY**  
I have reviewed this subdivision plan and in my opinion it conforms with the City Ordinance applicable thereto and has in force and effect. Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

City Attorney \_\_\_\_\_

**WEST HAVEN ENGINEER**  
I hereby certify that I approve the required improvement standards and drawings for this subdivision and the amount of financial guarantee for these improvements. Signed this day of \_\_\_\_\_, 2019.

Engineer \_\_\_\_\_

**WEST HAVEN CITY ACCEPTANCE**  
This is to certify that this subdivision plan and the dedication and financial guarantee of public improvements thereon are hereby accepted by the West Haven City Council. Signed this day of \_\_\_\_\_, 2019.

Mayor \_\_\_\_\_  
Alders \_\_\_\_\_

**WEST HAVEN PLANNING COMMISSION ACCEPTANCE**  
This is to certify that this subdivision plan was duly approved by the West Haven City Planning Commission on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Chairman \_\_\_\_\_  
Deputy \_\_\_\_\_

**WEBER COUNTY RECORDER**

ENTRY NO. \_\_\_\_\_ FILED FOR RECORD AND

RECORDED \_\_\_\_\_

BY BOOK \_\_\_\_\_ OF OFFICIAL

RECORDS, PAGE \_\_\_\_\_

FOR \_\_\_\_\_

COUNTY RECORDER

BY \_\_\_\_\_ DEPUTY

**HAI HANSEN & ASSOCIATES, INC.**  
Consulting Engineers and Land Surveyors  
330 West 200th Street, Ogden, Utah 84402  
(402) 752-2461 (801) 388-8888 (343) 742-8119  
www.hai.com



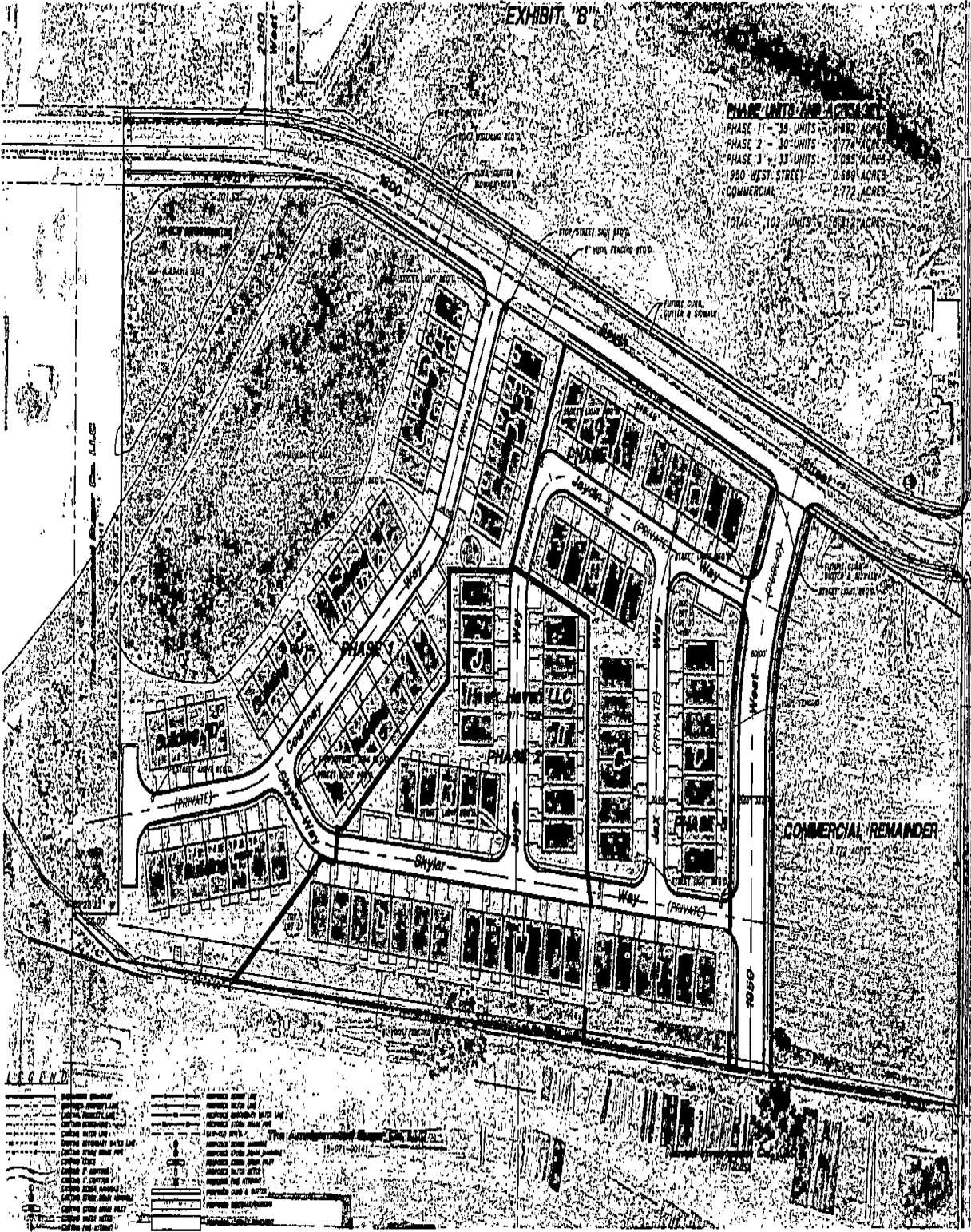
**EXHIBIT "B"**  
**CONCEPT PLAN**

**CONCEPT - PHASING PLAN**

**EXHIBIT 'B'**

**PHASE UNITS AND ACRES**  
 PHASE 1 - 38 UNITS - 6,082 ACRES  
 PHASE 2 - 30 UNITS - 4,777 ACRES  
 PHASE 3 - 33 UNITS - 5,085 ACRES  
 1950 WEST STREET - 0.689 ACRES  
 COMMERCIAL - 2,772 ACRES  
**TOTAL - 103 UNITS - 19,326 ACRES**

**COMMERCIAL REMAINDER**  
 772 UNITS



**LEGEND**

PHASE 1 UNITS	PHASE 2 UNITS	PHASE 3 UNITS	COMMERCIAL REMAINDER
PHASE 1 DRIVEWAYS	PHASE 2 DRIVEWAYS	PHASE 3 DRIVEWAYS	COMMERCIAL DRIVEWAYS
PHASE 1 SIDEWALKS	PHASE 2 SIDEWALKS	PHASE 3 SIDEWALKS	COMMERCIAL SIDEWALKS
PHASE 1 UTILITIES	PHASE 2 UTILITIES	PHASE 3 UTILITIES	COMMERCIAL UTILITIES
PHASE 1 FENCE	PHASE 2 FENCE	PHASE 3 FENCE	COMMERCIAL FENCE
PHASE 1 LIGHT POLE	PHASE 2 LIGHT POLE	PHASE 3 LIGHT POLE	COMMERCIAL LIGHT POLE
PHASE 1 SIGN	PHASE 2 SIGN	PHASE 3 SIGN	COMMERCIAL SIGN
PHASE 1 BIKEWAY	PHASE 2 BIKEWAY	PHASE 3 BIKEWAY	COMMERCIAL BIKEWAY
PHASE 1 TRAIL	PHASE 2 TRAIL	PHASE 3 TRAIL	COMMERCIAL TRAIL
PHASE 1 BIKEWAY	PHASE 2 BIKEWAY	PHASE 3 BIKEWAY	COMMERCIAL BIKEWAY
PHASE 1 TRAIL	PHASE 2 TRAIL	PHASE 3 TRAIL	COMMERCIAL TRAIL
PHASE 1 BIKEWAY	PHASE 2 BIKEWAY	PHASE 3 BIKEWAY	COMMERCIAL BIKEWAY
PHASE 1 TRAIL	PHASE 2 TRAIL	PHASE 3 TRAIL	COMMERCIAL TRAIL
PHASE 1 BIKEWAY	PHASE 2 BIKEWAY	PHASE 3 BIKEWAY	COMMERCIAL BIKEWAY
PHASE 1 TRAIL	PHASE 2 TRAIL	PHASE 3 TRAIL	COMMERCIAL TRAIL
PHASE 1 BIKEWAY	PHASE 2 BIKEWAY	PHASE 3 BIKEWAY	COMMERCIAL BIKEWAY
PHASE 1 TRAIL	PHASE 2 TRAIL	PHASE 3 TRAIL	COMMERCIAL TRAIL
PHASE 1 BIKEWAY	PHASE 2 BIKEWAY	PHASE 3 BIKEWAY	COMMERCIAL BIKEWAY
PHASE 1 TRAIL	PHASE 2 TRAIL	PHASE 3 TRAIL	COMMERCIAL TRAIL
PHASE 1 BIKEWAY	PHASE 2 BIKEWAY	PHASE 3 BIKEWAY	COMMERCIAL BIKEWAY
PHASE 1 TRAIL	PHASE 2 TRAIL	PHASE 3 TRAIL	COMMERCIAL TRAIL
PHASE 1 BIKEWAY	PHASE 2 BIKEWAY	PHASE 3 BIKEWAY	COMMERCIAL BIKEWAY
PHASE 1 TRAIL	PHASE 2 TRAIL	PHASE 3 TRAIL	COMMERCIAL TRAIL
PHASE 1 BIKEWAY	PHASE 2 BIKEWAY	PHASE 3 BIKEWAY	COMMERCIAL BIKEWAY
PHASE 1 TRAIL	PHASE 2 TRAIL	PHASE 3 TRAIL	COMMERCIAL TRAIL

<p><b>HAWK HAVEN TOWNHOMES</b>                  1950 WEST STREET, HAWK HAVEN, ILLINOIS                  A Division of Hansen &amp; Associates, Inc.</p>	
<p><b>HANSEN &amp; ASSOCIATES, INC.</b>                  CONSULTING ARCHITECTS AND LAND SURVEYORS                  1950 WEST STREET, HAWK HAVEN, ILLINOIS                  PH: 618-321-1111 FAX: 618-321-1112</p>	<p>DATE: 10/28/2010                  DRAWN BY: J. HANSEN                  CHECKED BY: J. HANSEN                  APPROVED BY: J. HANSEN                  PROJECT NO.: 10-01-0001</p>
<p>SCALE: 1" = 40'                  0 20 40 60 80 100                  Feet</p>	<p>Sheet No. <b>2</b>                  of <b>17</b>                  Date</p>

**EXHIBIT "C"**

**BUILDING ELEVATIONS**



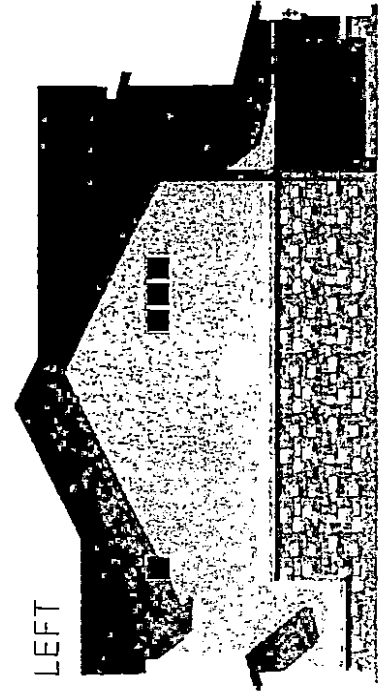
FRONT



BACK



LEFT



RIGHT

