

ORDINANCE NO. 12-2019



W3007309

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

EH 3007309 PG 1 OF 16
LEANN H KILTS, WEBER COUNTY RECORDER
02-OCT-19 11:51 AM FEE \$4.00 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 Draft Master Development Agreement ("*Agreement*") for the Haven Parkway 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 Draft Development Agreement By And Between The City Of West Haven And Ivory Development, LLC, For The Haven Parkway 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and adopted which have been adopted by the City, or parts, which conflict with this Ordinance, are, for such conflict, repealed, except this repeal will not be construed to revive any act, order or resolution, or part, repealed.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 17th day of April, 2019 and after publication or posting as required by law.

DATED this 17th day of April, 2019

WEST HAVEN, a municipal corporation

by: Sharon Bolos
Mayor Sharon Bolos

Attested and recorded

Emily Green
~~Shanda Roney, CMC~~ - Emily Green
City Recorder

ATTACHMENT "A"

ORDINANCE NO. 12-2019

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

17 Apr 19

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into this 17th day of April, 2019, by and between Ivory Development, LLC, ("Developer") owner of land to be included in or affected by a project located within West Haven City limits, and West Haven City, a municipal corporation and political subdivision of the State of Utah ("City"); and

RECITALS

WHEREAS, Developer owns approximately 64.77 acres of real property located within the City limits of West Haven City, Utah as described in Exhibit "A" ("Property"), on which Developer proposes to establish minimum standards for a planned unit development ("PUD"), to be known as Haven Parkway ("Project") within the mixed-use zone; and

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

WHEREAS, Developer is willing to design and develop the Project 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 UTAH CODE § 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 the 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 binds the Developer and the City to the terms and obligations specifically set forth herein but is not intended to and does not bind the West Haven City Council in the independent exercise of its legislative discretion with respect to its 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, as they exist on the date of execution.

4. **Timing.** Developer shall submit all applications for plat approvals for the Project on or before May 1, 2039.

5. **Design Conditions.** The Project shall be developed and constructed in substantial conformity with general design conditions set forth in Exhibit B. The parties acknowledge that the design layout, including number of lots or further defined as Residential Housing Units ("RHUs") and lot boundary lines, may be modified in Developer's discretion in

response to site conditions and market changes so long as the total number of lots (RHUs) does not exceed two hundred and five (205).

6. **Street Lights.** The Developer shall install street lights per City standards.

7. **Density & Land Use.** The City shall approve Developer's proposed density requirement and land use design for Project to be developed as the Haven Parkway Subdivision consisting of phases 1-4 as set forth in the Preliminary Plans attached as Exhibit B and consisting of a total of not more than two hundred and five (205) total residential housing units (RHUs) which include a variety of lot sizes for various housing types. These housing types may include, but are not limited to 12,000 square foot lots; 7,000-11,999 square foot lots; 3,500-6,999 square foot lots; and, townhomes.

8. **RHU Conditions.** Approval of proposed RHUs may be conditioned upon Developer providing the following:

a. Lots 12,000 square feet plus ("Signature Lots") shall have minimum side yard setbacks of 10/10 feet and 20 feet on corners, with a front yard setback of not less than 25 feet and a rear setback of not less than 30 feet.

b. Lots 7,000-11,999 square feet ("Classic Lots") shall have side yard setbacks of not less than 5/5 feet and 15 feet on corners, with a front yard setback of not less than 20 feet and a rear yard setback of not less than 20 feet. Developer shall have the option to

add a private rear load alley in future phases if desired. Said rear private rear load alley shall be maintained by the HOA. If a rear load alley is added to these lots the minimum front setback will change to 15 feet and the rear setback shall change to not less than 5 feet.

c. Lots 3,500-9,737 ("Cottage Lots") square feet shall have minimum side yard

setbacks of not less than 5/5 feet and 15 feet on corners, with a front yard setback of not less than 20 feet and a rear yard setback of not less than 20 feet. Developer shall have the option to add a rear load alley in future phases if desired. If a rear load alley is added to these lots the minimum front setback will change to 15 feet and the rear setback shall change to not less than 5 feet.

d. The town homes shall be approved as shown on the preliminary plan attached in Exhibit B. All roads inside of the townhome area will be private and will be maintained by the HOA including the stub road that connects to the property to the east.

9. **Conveyance of Open Space.** As a part and condition of the development of the Property and contingent on the Preliminary Plat Approval by the West Haven City Council and Developer closing and taking title to the property, Developer agrees to convey with a Special Warranty Deed the "Open Space" as shown on Exhibit B, consisting of approximately 32.29 acres to the City. The City shall operate the Open Space area for uses such as parks, outdoor sports facilities, trails, community centers, grassed areas, natural areas, cemeteries or any other similar outdoor recreational, or community open space uses complementary to the Haven Parkway Subdivision. The City shall reserve the right to operate the open space as a temporary agricultural use until funding is secured to commence construction of the open space. The City shall complete construction of the recreational or community uses of the Open Space within 20 years of the date of this Agreement.

10. **Conveyance of Water Shares.** The Developer also agrees to transfer all remaining water rights/shares not required for the residential portion of the subdivision to West Haven City. Specifically, Developer agrees to transfer twelve (12) Hooper Water Shares and five (5) Wilson Water Shares to the City. Developer does not make any representation or warranty

regarding the sufficiency of these shares to serve any particular use of the Open Space.

11. **Access to Open Space.** Developer agrees to allow representatives of the City to cross undeveloped phases of the Project along established trails on a temporary basis to access the Open Space. This temporary license to access the Open Space through the Project shall terminate for any given phase of the Project upon the commencement of construction of that phase. Notwithstanding the above language, the Developer agrees to provide the City access to City owned Open Space until project completion when Phases 1-4 have been recorded in the office of the Weber County recorder.

12. **Town Home Location & Unit Cap.** The total town home units shall not exceed forty-nine (49) total units. The town home units shall be located on the eastern portion of the Property as referenced in the attached Exhibit B. The town home units shall not be allocated to any other area of the Project.

13. **Town Home Private Roads.** All roads within the town home portion of the Property shall be platted as private roads as shown on Exhibit B. The maintenance and snow removal of these private roads shall be paid for by the HOA. The private road extending to the eastern property line shall terminate with an emergency fire crash gate to allow for emergency access. No offsite public traffic from the neighboring property to the east shall be allowed to circulate into the Project through the private road. The private town home roads shall only be used for town home owners and their guests.

14. **Trail Easement & Construction.** The Developer shall construct the unfinished portion of the proposed trail realignment as shown on the city approved construction drawings and overall site plan. The Developer shall dedicate a 15 feet wide trail right of way easement in favor of the City. The City agrees to vacate any existing interest in the current trail alignment in

favor of the new alignment. Said easement shall be within the platted lots and shall not become a separate parcel. The Developer shall be responsible for the construction of the unconstructed portion of the trail to city standards as shown on the construction drawings. The City shall be responsible for long-term maintenance of the trail after construction.

15. **Large Lot Buffer on Western Boundary.** Lots larger than 12,000 square feet shall be placed along the project's western boundary shared with the Hill Acres and Pepper Ridge Estates subdivisions. There shall be no lots less than 12,000 square feet in size platted along the western boundary with the exception of the boundary with the City cemetery.

16. **Agreement to Run With the Land.** This Agreement shall be recorded in the Office of the Weber County Recorder, shall be deemed to run with the Property in perpetuity, shall encumber the same, and shall be binding on and inure to the benefit of Developer and all its successors and assigns in the ownership or development of any portion of the Property.

17. **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 any sale by Developer.

18. **No Joint Venture, Partnership or Third Party Rights.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.

19. **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 hereto.

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

TO: Ivory Development, LLC
Attn: Christopher P. Gamvroulas
978 East Woodoak Ln.
Salt Lake City, UT 84117

TO: West Haven City
4150 S 3900 W
West Haven, UT 84401

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

21. **Law.** Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah.

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

(Signatures on following pages)

WEST HAVEN CITY

By: Sharon Bolos

Its: Mayor

STATE OF UTAH)

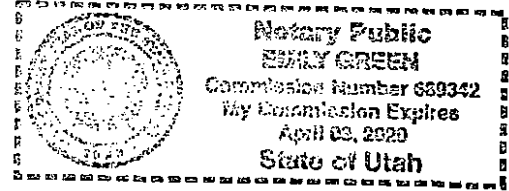
SS:

COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this 17 day of April, 2019 by Sharon Bolos, as Mayor of WEST HAVEN CITY, a municipal corporation and political subdivision of the State of Utah, personally known to me or proved on the basis of sufficient evidence, and Sharon Bolos duly acknowledged to me that said WEST HAVEN CITY executed the same.

Emily Green
NOTARY PUBLIC

My Commission Expires:



APPROVED AS TO FORM

[Signature]
WHC Attorney's Office

Date: 02 Oct 19

DEVELOPER

IVORY DEVELOPMENT, LLC

By: Chris P. Gamvroulas

Title: PRESIDENT

STATE OF UTAH)

ss:

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 9th day of September 2019 by Christopher P. Gamvroulas, as President of IVORY DEVELOPMENT, LLC, a Utah limited liability company, personally known to me or proved on the basis of sufficient evidence, and Christopher P. Gamvroulas duly acknowledged to me that said IVORY DEVELOPMENT, LLC executed the same.

[Signature]
NOTARY PUBLIC

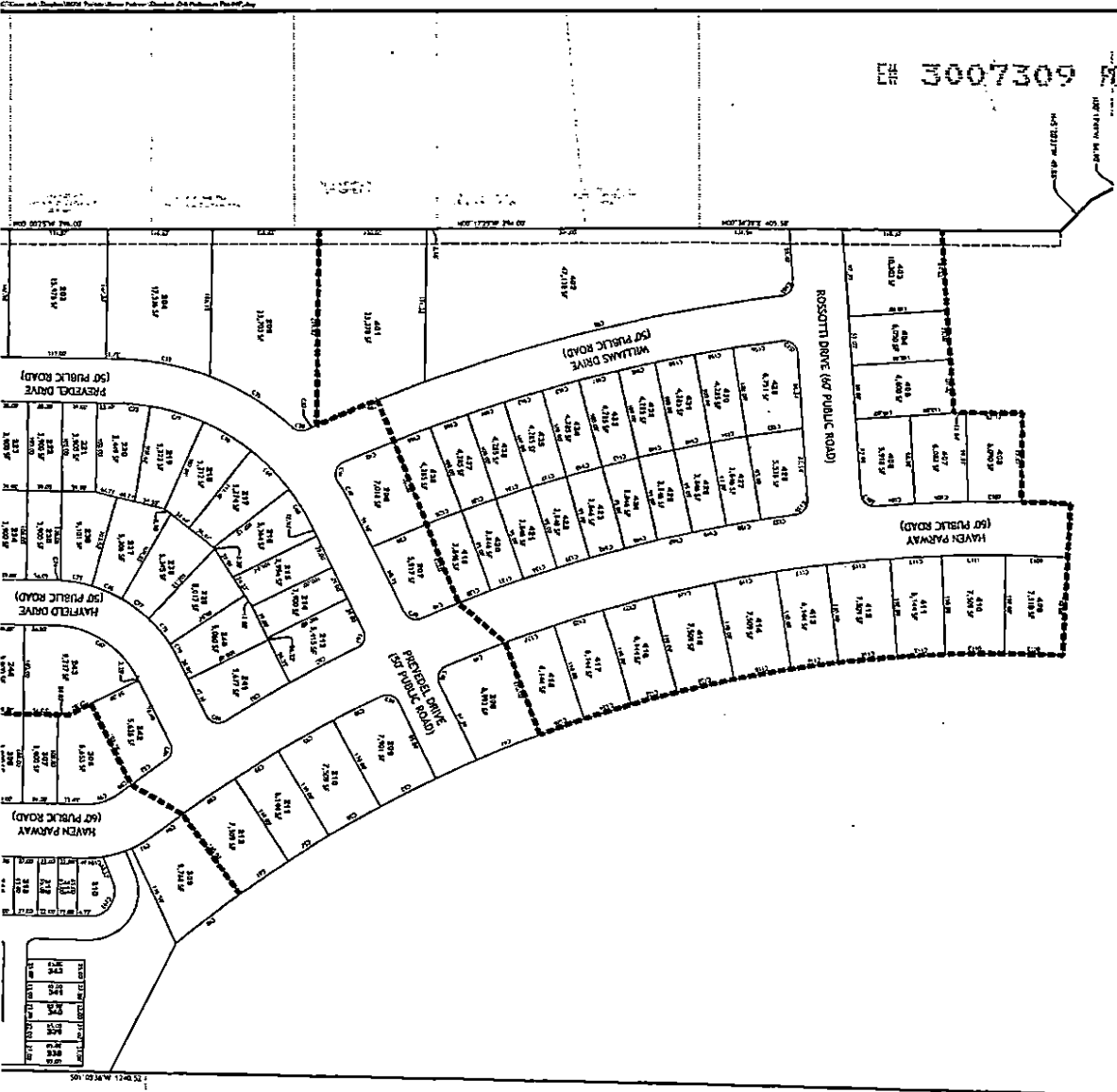
My Commission Expires: 03-19-2023



EXHIBIT A

BEGINNING AT A FOUND MONUMENT MARKING THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE N00°00'23"W 494.35 FEET TO THE SOUTH EAST CORNER OF HILL ACRES SUBDIVISION; THENCE ALONG THE EASTERLY LINE OF HILL ACRES SUBDIVISION N00°00'25"W 796.00 FEET TO THE SOUTHEAST CORNER OF PEPPER RIDGE ESTATES SUBDIVISION; THENCE ALONG THE EASTERLY LINE OF PEPPER RIDGE ESTATES N00°17'25"W 294.00 FEET; THENCE N00°34'38"E 405.58 FEET; THENCE N45°20'33"W 49.88 FEET; THENCE N30°17'41"W 64.90 FEET; N89°21'45"W 28.95 FEET; THENCE N00°58'14"E 58.19 FEET; N27°43'18"W 64.39 FEET; THENCE N47°24'54"W 46.39 FEET; THENCE N69°41'01"W 74.84 FEET; THENCE N72°54'17"W 197.03 FEET; THENCE N83°05'00"W 151.20 FEET; THENCE N35°37'33"W 61.33 FEET; THENCE N00°58'15"E 405.86 FEET; THENCE N89°05'22"E 58.58 FEET; THENCE S56°44'10"E 125.49 FEET; S84°39'44"E 479.25 FEET; THENCE S89°21'58"E 670.86 FEET; THENCE N34°26'32"E 264.67 FEET; THENCE N76°38'34"E 56.32 FEET; S81°23'57"E 84.54 FEET; THENCE S04°11'23"W 309.23 FEET; THENCE S01°28'26"W 984.24 FEET; THENCE S01°05'36"W 1240.52 FEET; THENCE N89°22'07"W 152.45 FEET; THENCE S00°34'01"W 361.30 FEET TO THE SOUTH LINE OF SAID SECTION 23; THENCE ALONG SAID SOUTH LINE N89°25'22"W 776.70 FEET TO THE POINT OF BEGINNING.

CONTAINS 64.77 ACRES IN AREA



HAVEN PARKWAY PRELIMINARY PLAT
 PARCEL NUMBER 150610089, 150610091, 150610096, 150610099, 150610098, 150610100 AND 150610095
 LYING WITHIN SECTION 23, TOWNSHIP 5 NORTH, RANGE 2 WEST,
 SALT LAKE BASE AND MERIDIAN
 WEST HAVEN, COUNTY OF WEBER, STATE OF UTAH



3007309 PRELIMINARY PLAT

3007309 PRELIMINARY PLAT

3007309 PRELIMINARY PLAT

NOTES:

1. ALL LOTS SHALL BE CONVEYED TO THE BUYER BY DEED.

2. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.

3. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.

4. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.

PROJECT: Haven Parkway

PREPARED BY: EIDM

DATE: March 06, 2019

SCALE: 1" = 40'

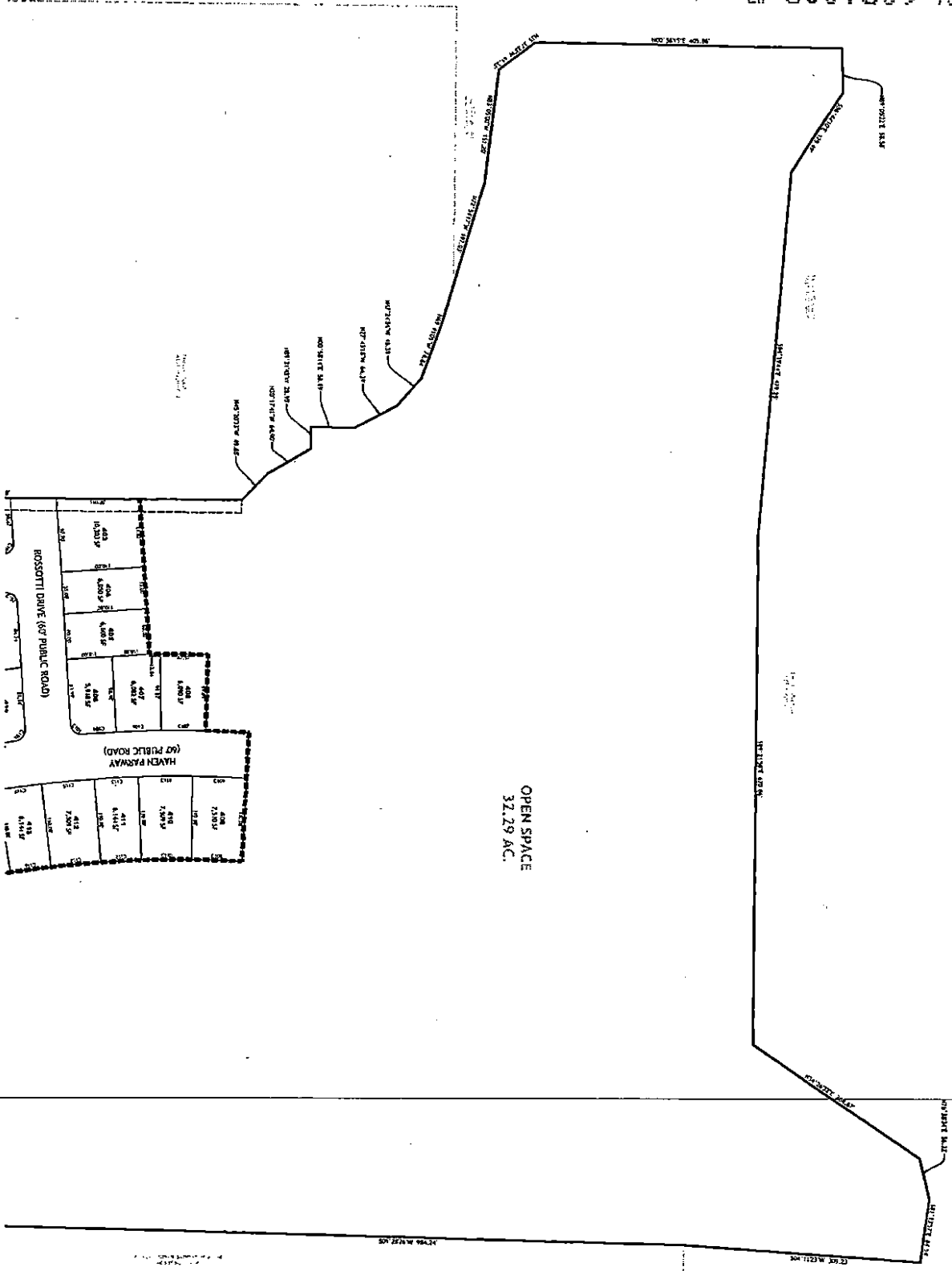
PLAT NUMBER: 3007309



Professional Engineer

3007309 PRELIMINARY PLAT

HAVEN PARKWAY PRELIMINARY PLAT
 PARCEL NUMBER 150610089, 150610091, 150610096, 150610099, 150610098, 150610100 AND 150610095
 LYING WITHIN SECTION 23, TOWNSHIP 6 NORTH, RANGE 2 WEST,
 SALT LAKE BASIN AND MERIDIAN
 WEST HAVEN, COUNTY OF WEBER, STATE OF UTAH



398 S. 201 E., 422nd St. Ogden, UT 84407
 (409) 554-4700 www.edm.com



SCALE 1" = 60'
 0 30 60 120 180

DEVELOPER:
 Project Development
 Salt Lake City, UT 84117
 801-947-7000



Utah's Number One Homebuilder

NOTES:



Haven Parkway

Preliminary Plat
 S.O.P.S.

APPROVED BY: _____
 ENGINEER: _____
 SURVEYOR: _____
 PLAT NUMBER: _____

DATE: March 26, 2019

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