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Office of the Davis County Recorder



Davis
COUNTY

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
08/13/2020 12:21 PM
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DEP RTT REC'D FOR KAYSVILLE CITY I
ORP

www.daviscountyu.gov

Recorder
Richard T. Maughan
Chief Deputy
Laile H. Lomax

THE UNDERLYING DOCUMENT ATTACHED HERETO IS AN ORIGINAL DOCUMENT SUBMITTED FOR RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH. THE DOCUMENT HAS INSUFFICIENT MARGIN SPACE FOR THE REQUIRED RECORDING ENDORSMENT STAMP. THIS PAGE BECOMES THE FRONT PAGE OF THE DOCUMENT FOR RECORDING PURPOSES.

THE DOCUMENT HEREIN RECORDED IS A DEVELOPMENT AGREEMENT

(Document Type)

11-037-0044, 11-037-0032, 11-037-0048, 11-037-0027, 11-037-0046, 11-037-0050
11-037-0042, 11-037-0041, 11-037-0009, 11-037-0023, 11-037-0022

Tax Serial Number(s)

When Recorded, Return to:
Kaysville City
Community Development Office
23 East Center Street
Kaysville, UT 84037

Affecting Tax Parcel No.: See Exhibit A

**DEVELOPMENT AGREEMENT
FOR A COMMON OPEN SPACE SUBDIVISION**

THIS AGREEMENT is made and entered into this 6th day of August, 2020 by and between Kaysville City, a municipal corporation organized and existing under the laws of the State of Utah (hereinafter the "City"), and Morton Development Group (hereinafter the "Developer;") ("Developer" includes successors and/or assigns of Developer), as follows:

RECITALS

WHEREAS, Developer is desirous of developing a single family subdivision (Talbot Estates) on certain real property located in the City of Kaysville, County of Davis, State of Utah and more particularly described on the Property Location Map attached hereto as Exhibit A .

WHEREAS, the purpose of this Agreement is to define the development standards, conditions and improvements, schedule for development of the Subdivision and other terms and conditions pursuant to which the Subdivision proposed by Developer is to be developed within the City; and

WHEREAS, the City is willing to grant the PRUD (Planned Residential Unit Development) overlay upon approval of a final plat and to authorize the development of the subdivision proposed by Developer in conformance with this Agreement, City Ordinances, and applicable Utah law;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. GENERAL DESCRIPTION.

A. Area Description. The property upon which the Facility shall be developed (the "Property") is located as shown on the Property Location Map, a copy of which is attached as Exhibit A hereto and incorporated by reference herein. The property is further described as parcels # 110370044, 110370032, 110370048, 110370050, 110370027, 110370046, 110370042, 110370041, 110370009, 110370023, 110370022

B. Project Description. The project proposed by Developer is a common open space subdivision, which will consist of up to 82 residential lots.

2. DEVELOPMENT STANDARDS AND GUIDELINES

A. Adoption of Development Standards. The City hereby adopts, as the development standards and guidelines for the Facility (the "Development Standards"), the following in addition to all other applicable City Ordinances, standards and guidelines:

(1) Concept Plan. Plan shown in Exhibit B

The following requirements shall apply.

- a. Minimum Open Space – 2.2 Acres
- b. Minimum Lot Size - 5,000 SF
- c. Final plat shall resemble the lot sizes and overall subdivision layout of the concept plan shown in Exhibit B

(2) Roads and Parking. All roads within development shall be private and maintained by community HOA. Road Cross Section shown in Exhibit C.

- a. Parking shall only be allowed on one side of the road
- b. Additional parking shall be incorporated in the western open space

(3) Yards. The following minimum requirements shall apply in lieu of standard requirements of the R-1-8 zoning district:

- a. Yards abutting a Public Street: 20 feet

- b. Front Yards abutting the private drive: 20 feet to garage, 15 feet to building
 - c. Side Yards: 5 feet – 10 feet between homes within this subdivision.
 - d. Rear Yards: 15 feet.
- (4) Amenities. A playground or tot lot shall be part of the common open space
- (5) Fire Break.
- a. A minimum of 50' clearing from homes and vegetation is required on the south boundary of project.
 - i. City consents to grant permission for developer to utilize 30 feet of city property as shown in exhibit D for the purpose of creating a fire break. This property shall be cleared and revegetated by developer in accordance with plans and details to be approved by Kaysville City. City to maintain clearing.
 - ii. Rear yard setback shall be a minimum of 20'.
 - b. A minimum of 30' clearing from homes and vegetation is required on the east boundary of project
 - i. Powerline easement will provide 10' of clearing.
 - ii. Rear yard setback shall be a minimum of 20'.

Findings of Compatibility. In adopting the Development Standards identified in Section 2.A, the City hereby expressly finds that the development of the Subdivision, in conformance with the Development Standards and this Agreement, promotes the creation of a desirable residential development in an appropriate location. The City further finds that the development of the Subdivision, in conformance with the Development Standards and this Agreement, will not violate the general purpose, goals and objectives of the City Ordinances and any plans adopted by the Planning Commission and City Council of the City.

Subject to the Developer's performance and compliance with the terms of this Agreement and City Ordinances in effect on the date of this Agreement, Developer's rights to develop the Facility in accordance with the approved site plan, construction drawings and building plans is vested.

3. ON-SITE PROJECT IMPROVEMENTS

Developer shall construct and install all site improvements, including utilities, required for the Subdivision, at Developer's sole cost and expense, in compliance with approvals, and all applicable ordinances, regulations, standards and status of the City, The Central Davis Sewer District, other providers and the State of Utah.

4. OFF-SITE PROJECT IMPROVEMENTS

In accordance with applicable standards and subject to the design approval of the City Engineer, Developer shall construct and install improvement tie-ins needed for two access points to development which requires stubbing improvements, sidewalks, utilities, and drainage improvements to the outside of ROW on highway 89 east frontage road as shown in Exhibit E. Work to be completed prior to UDOT finishing road improvements.

5. REPRESENTATIONS OF DEVELOPER

A. Authority. Developer hereby represents that is has authority to proceed with the Subdivision.

B. Ability. Developer represents that it has the ability to timely proceed with the development and construction of the Subdivision.

6. ASSIGNMENT

Developer may assign this Agreement to any other third party provided that the City consents to such assignment, which consent shall not be unreasonably withheld, upon a showing to the satisfaction of the City that such third party has the financial ability to perform Developer's obligations hereunder.

The City may withhold approval of assignment, without consequence, if the city reasonably believes that the anticipated assignee will be unable to meet the requirements of this agreement or any City ordinances.

7. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. ATTORNEY'S FEES

In the event that this Agreement or any provision hereof shall be enforced by an attorney retained by a party hereto, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the party who breaches or defaults hereunder, including fees and costs incurred upon appeal or in bankruptcy court.

9. SEVERABILITY

If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement.

10. CAPTIONS

The section and paragraph headings contained in this Agreement are for the purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

11. GOVERNING LAW

This Agreement and all matters relating hereto, shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.

12. ENTIRE AGREEMENT

This Agreement, together with the exhibits attached hereto, constitutes the entire understanding and agreement by and among the parties hereto, and supersedes all prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.

13. CONSTRUCTION

As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

14. AUTHORIZATION OF EXECUTION

- A. City. The execution of this Agreement by the City has been authorized by the City Council of Kaysville City at a regularly scheduled meeting of that body, pursuant to the notice.
- B. Developer. The execution of this Agreement has been duly authorized by the Developer.

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

DEVELOPER

ATTEST:



By: 


Dave Norton (Manager)
TITLE


TITLE



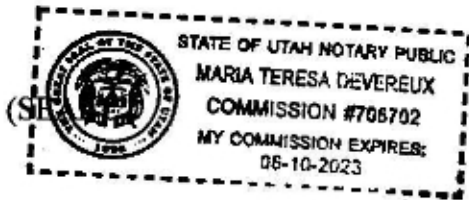
KAYSVILLE CITY

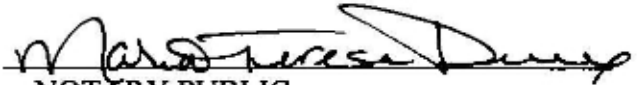
ATTEST:


Annemarie Plaizier
City Recorder

By: 
Katie Witt
Mayor

On the 11th day of August, 2020, personally appeared before me KATIE WITT, and ANNEMARIE PLAIZIER, who being by me duly sworn did say, each for himself and herself that he, the said KATIE WITT, is the Mayor of Kaysville City, Davis County, State of Utah and that she, the said ANNEMARIE PLAIZIER, is the City Recorder of Kaysville City, and that the within and foregoing instrument was signed on behalf of the said Kaysville City by authority of the City Council of Kaysville City and said KATIE WITT and ANNEMARIE PLAIZIER, each duly acknowledged to me that the said Kaysville City executed the same and that the seal affixed is the seal of the said Kaysville City.



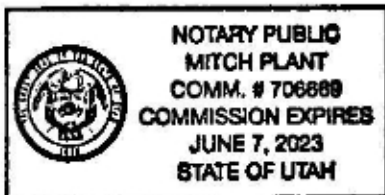

NOTARY PUBLIC

STATE OF UTAH)
: SS.
COUNTY OF DAVIS)

On the 6th day of August, 2020, personally appeared before me, David P. Foster, the signer of the foregoing Development Agreement for DEVELOPER, who duly acknowledged to me that he executed the same for and on behalf of DEVELOPER.


NOTARY PUBLIC

(SEAL)



STATE OF UTAH)
) ; ss.
COUNTY OF DAVIS)

Exhibit A

ADDRESS - 1300 East 1084 North Kaysville, Utah

Parcel ID's - 110370044, 110370032, 110370048, 110370050, 110370027, 110370046,
110370042, 110370041, 110370009, 110370023, 110370022

Location Map



Legal Descriptions:

110370044 - BEG AT A PT ON THE E LINE OF PPTY CONV IN WARRANTY DEED RECORDED 09/05/2019 AS E# 3184721 BK 7340 PG 754 AT A PT N 143.29 FT & E 612.32 FT & S 84°00' W 256.21 FT & S 00°26' E 171.66 FT & N 84°01'36" E 16.61 FT FR THE W 1/4 COR OF SEC 25-T4N-R1W, SLB&M; & RUN TH N 84°01'36" E 362.89 FT ALG AN EXTENSION OF & ALG THE S'LY BNDRY OF OTT ESTATES (AMD); TH ALG THE E & S'LY BNDRY OF SD OTT ESTATES (AMD) THE FOLLOWING TWO (2) COURSES: (1) N 00°26' W 59.20 FT, (2) N 88°13'04" E 579.84 FT TO THE 40 ACRE LINE; TH S 00°18' W 140.06 FT; TH S 82°40' W 321.04 FT; TH N 00°26' W 80.40 FT; TH S 82°40' W 481.80 FT; TH S 00°26' E 60.00 FT; TH S 82°40' W 142.79 FT TO THE E LINE OF SD WARRANTY DEED; TH N 00°26'00" W 125.80 FT ALG SD E LINE TO THE POB. CONT 2.457 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

110370032 - BEG AT A PT S 89°46' E 259.6 FT & S 0°26' E 2512.0 FT & N 83°35' E 70.3 FT & S 0°26' E 483.57 FT & N 82°40' E 561.00 FT FT THE NW COR OF SEC 25-T4N-R1W, SLM; RUN TH N 0°26' W 100.00 FT; TH N 74°41'24" W 154.71 FT; TH S 82°40' W 251.00 FT; TH N 0°26' W 60.00 FT, M/L, TO A PT S 0°26' E 60.00 FT FR THE S LINE OF OTT ESTATES AMD; TH N 82°40' E 481.80 FT; TH S 0°26' E 220.00 FT TO A PT N 82°40' E OF THE POB; TH S 82°40' W 80.80 FT TO THE POB. CONT. 1.056 ACRES

110370048 - A PART OF SW 1/4 OF SEC 25-T4N-R1W, SLB&M; BEG AT A PT ON E LINE OF PPTY CONV IN WARRANTY DEED RECORDED 09/05/2019 AS E# 3184720 BK 7340 PG 751 AT A PT 223.91 FT (RECORD 161.60 FT) S 89°46'00" E ALG THE SEC LINE & 2950.77 FT (RECORD 2959.70 FT) S 00°26'00" E & 117.40 FT N 82°40'00" E FR NW COR OF SD SEC 25; TH ALG SD E LINE OF PPTY CONV IN SD WARRANTY DEED THE FOLLOWING COURSE: N 00°26'48" E 110.00 FT; TH N 82°40' E 181.98 FT, M/L; TH S 0°26' E 110 FT; TH S 82°40' W 181.95 FT TO THE POB. CONT. 0.456 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

110370027 - BEG AT A PT ON THE E LINE OF THE FRONTAGE RD, WH IS S 89°46' E 259.6 FT, S 0°26' E 2512 FT, N 83°35' E 70.3 FT (72.52 FT) & S 0°26' E 433.57 FT & S 0°26' E 50 FT ALG THE FRONTAGE RD; TH N 82°40' E 411 FT FR THE NW COR OF SEC 25-T4N-R1W, SLM; & RUN TH N 82°40' E 150 FT; TH N 0°26'00" W 100 FT; TH N 74°41'24" W 154.718 FT, M/L, TO A PT S 0°26'00" E OF POB; TH S 0°26'00" E 160 FT TO THE POB. CONT. 0.444 ACRES.

110370046 - BEG ON THE E LINE OF HWY 89, AT A PT S 00°11'30" W 971.02 FT ALG THE SEC LINE & S 89°48'30" E 338.34 FT & N'LY ALG THE ARC OF A 22,833.31 FT RADIUS CURVE TO THE RIGHT 144.38 FT ALG SD E LINE OF HWY 89 (LC BEARS N 03°05'34" W 144.38 FT) & N'LY 144.38 FT ALG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 22833.31 FT, CHORD BEARS N 03°05'34" W 144.38 FT & N'LY 166.73 FT ALG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 22833.31 FT, CHORD BEARS N 01°48'27" W 166.73 FT & N 88°28'00" E 45.00 FT TO A PT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 22763.31 FT & N'LY ALG THE ARC OF SD CURVE 319.23 FT, CHORD BEARS N 01°08'10" W 319.23 FT & N 82°40'00" E 37.65 FT FR THE W 1/4 COR OF SEC 25-T4N-R1W, SLB&M; & RUN TH N 82°40' E 603.842 FT; TH N 00°26' W 139.63 FT; TH N 82°40' E 321.04 FT; TH S 00°18' W 275.07 FT; TH S 82°40' W 269.97 FT; TH S 00°18' W 147.60 FT; TH N 82°40' E 82.69 FT; TH S 00°18' W 200.23 FT; TH S 82°40' W 748.71 FT TO A PT ON THE E LINE OF PPTY CONV IN WARRANTY DEED RECORDED 09/05/2019 AS E# 3184681 BK 7340 PG 475; TH ALG SD LINE THE FOLLOWING COURSE: N 00°33'09" W 482.14 FT TO THE POB. CONT. 9.585 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

110370050 - A PART OF THE SW 1/4 OF SEC 25-T4N-R1W, SLB&M; BEG AT A PT ON THE E LINE OF PPTY CONV IN WARRANTY DEED RECORDED 09/05/2019 AS E# 3184719 BK 7340 PG 748 AT A PT WH IS S 89°46' E 259.6 FT, S 0°26' E 2512 FT, N 83°35' E 70.3 FT (72.52 FT) & S 0°26' E 433.57 FT & N 82°40'00" E 17.50 FT FR THE NW COR OF SD SEC 25; & RUN TH ALG SD E LINE S 0°26'48" E 50.00 FT; TH N 82°40' E 393.49 FT; TH N 0°26' W 160 FT; TH S 82°40' W 211.55 FT; TH S 0°26' E 110 FT; TH S 82°40' W 181.95 FT TO THE POB. CONT. 0.98 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

110370042 - BEG ON THE E'LY LINE OF PPTY CONV IN WARRANTY DEED RECORDED 09/05/2019 AS E# 3184727 BK 7340 PG 780 AT A PT S 00°11'30" W 971.02 FT ALG THE SEC LINE & S 89°48'30" E 338.34 FT & N'LY 144.38 FT ALG A CURVE TO THE RIGHT WITH A RADIUS OF 22833.31 FT (LC BEARS N 03°05'34" W 144.38 FT & N 82°40'00" E 55.86 FT) FR THE W 1/4 COR OF SEC 25-T4N-R1W, SLB&M, & RUN TH N 82°40' E 748.71 FT; TH S 00°18' W 133.94 FT; TH S 83°40' W 142.49 FT; TH S 81°28' W 603.82 FT TO SD E'LY LINE; TH ALG SD PPTY THE FOLLOWING TWO COURSES: N'LY ALG THE ARC OF A 4960.00 FT RADIUS CURVE TO THE RIGHT 131.17 FT (LC BEARS N 1°17'23" W 131.07 FT); TH N 00°33'09" W 12.57 FT TO THE POB. CONT 2.322 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

110370041 - A PART OF THE SW 1/4 OF SEC 25-T4N-R1W, SLB&M; BEG AT A PT ON THE E LINE OF PPTY CONV IN WARRANTY DEED RECORDED 09/05/2019 AS E# 3184727 BK 7340 PG 780, WH PT IS S 0°11'30" W 971.02 FT ALG THE SEC LINE & S 89°48'30" E 338.34 FT & N 81°28' E 51.31 FT, M/L, FR THE W 1/4 COR OF SD SEC 25; & RUN TH N 81°28' E 603.82 FT; TH S 51°31' W 100.99 FT; TH S 81°28' W 389.00 FT; TH S 8°32' E 224.14 FT; TH S 51°31' W 179.31 FT TO E'LY LINE SD WARRANTY DEED; TH ALG SD LINE THE FOLLOWING TWO COURSES: N'LY ALG THE ARC OF A 5270.00 FT RADIUS CURVE TO THE LEFT 39.85 FT (LC BEARS N 05°36'34" W 39.85 FT) TO A PT ON A 4960.00 FT RADIUS CURVE TO RIGHT; TH ALG THE ARC OF SD CURVE 325.37 FT (LC BEARS N 03°56'48" W 325.31 FT) TO THE POB. CONT. 1.53 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

110370009 - BEG AT A PT S 0°11'30" W 993.75 FT ALG THE SEC LINE & S 89°48'30" E 522.55 FT FR THE W 1/4 COR OF SEC 25-T4N-R1W, SLM; TH N 81°28' E 389 FT; TH S 51°31' W 448.95 FT; TH N 8°32' W 224.14 FT TO POB. CONT. 1.00 ACRES TOGETHER WITH A DESC R/W ANNEXED 949-693

110370023 - BEG AT A PT WH IS S 89°46' E 161.1 FT & S 0°26' E 3144.70 FT; TH N 82°46' E 99.9 FT TO E LINE OF FRONTAGE RD; TH N 82°40' E 699.96 FT FR NW COR OF SEC 25-T4N-R1W, SLM; & RUN TH N 82°40' E 136.67 FT; TH S 0°18' W 147.60 FT; TH S 82°40' W 136.67 FT; TH N 0°18' E 147.60 FT TO THE POB. CONT. 0.46 ACRES.

110370022 - A PART OF THE SW 1/4 OF SEC 25-T4N-R1W, SLBM; BEG AT A PT ON THE 1/4 SEC LINE, WH IS S 89°46' E 161.6 FT, S 0°26' E 3144.70 FT & N 82°40' E 1132.40 FT FR THE NW COR OF SD SEC 25; & RUN TH S 0°18' W 478.2 FT ALG THE 1/4-1/4 SEC LINE; TH S 83°40' W 191.16 FT; TH N 0°18' E 327.23 FT; TH N 82°40' E 53.98 FT; TH N 0°18' E 147.60 FT; TH N 82°40' E 137.6 FT TO THE POB. CONT. 1.90 ACRES.

Exhibit B

CONCEPT PLAN

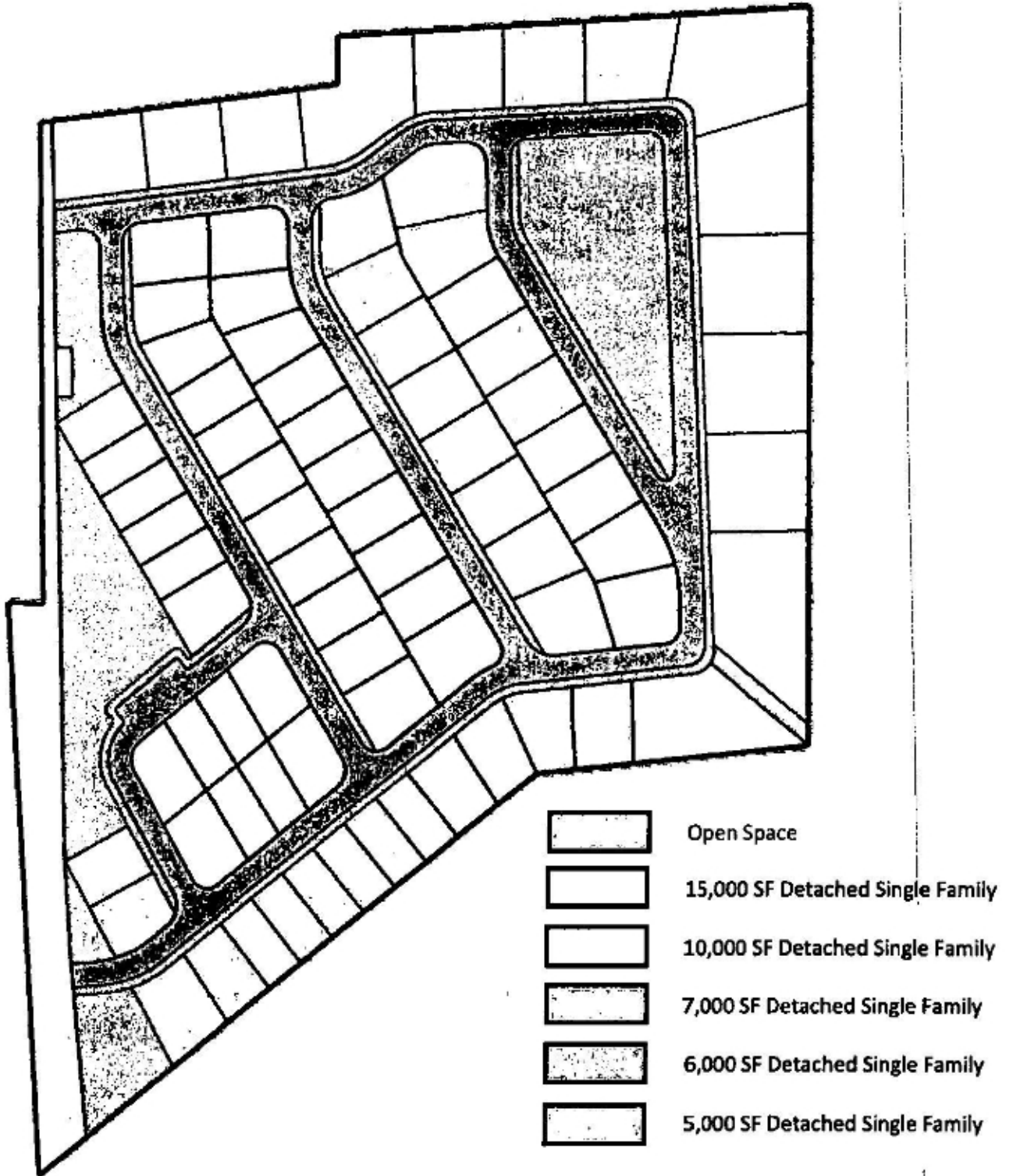


Exhibit C

ROAD CROSS SECTION

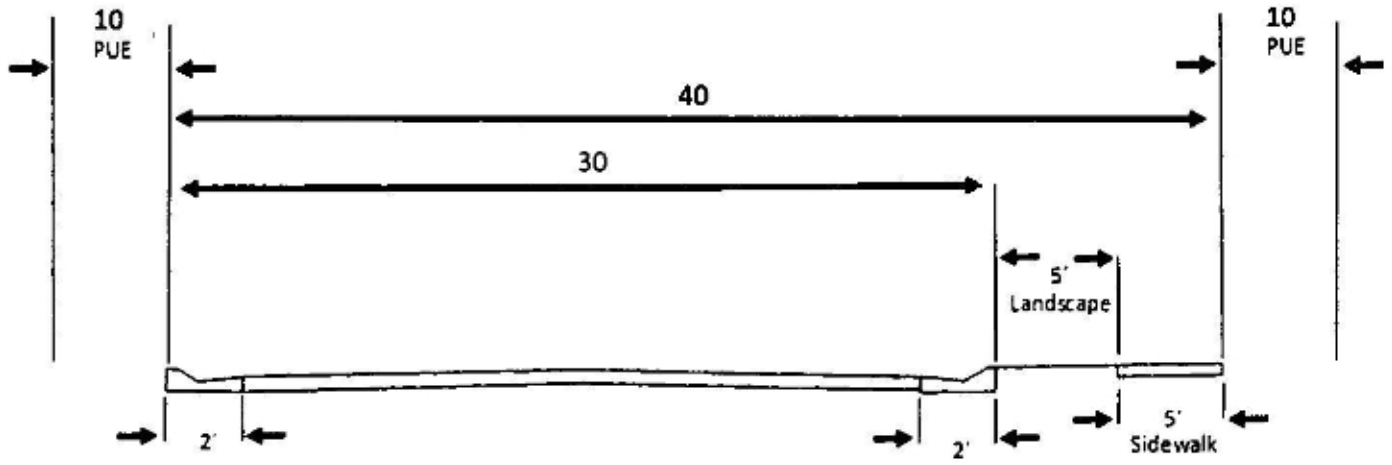


Exhibit D

Fire Break

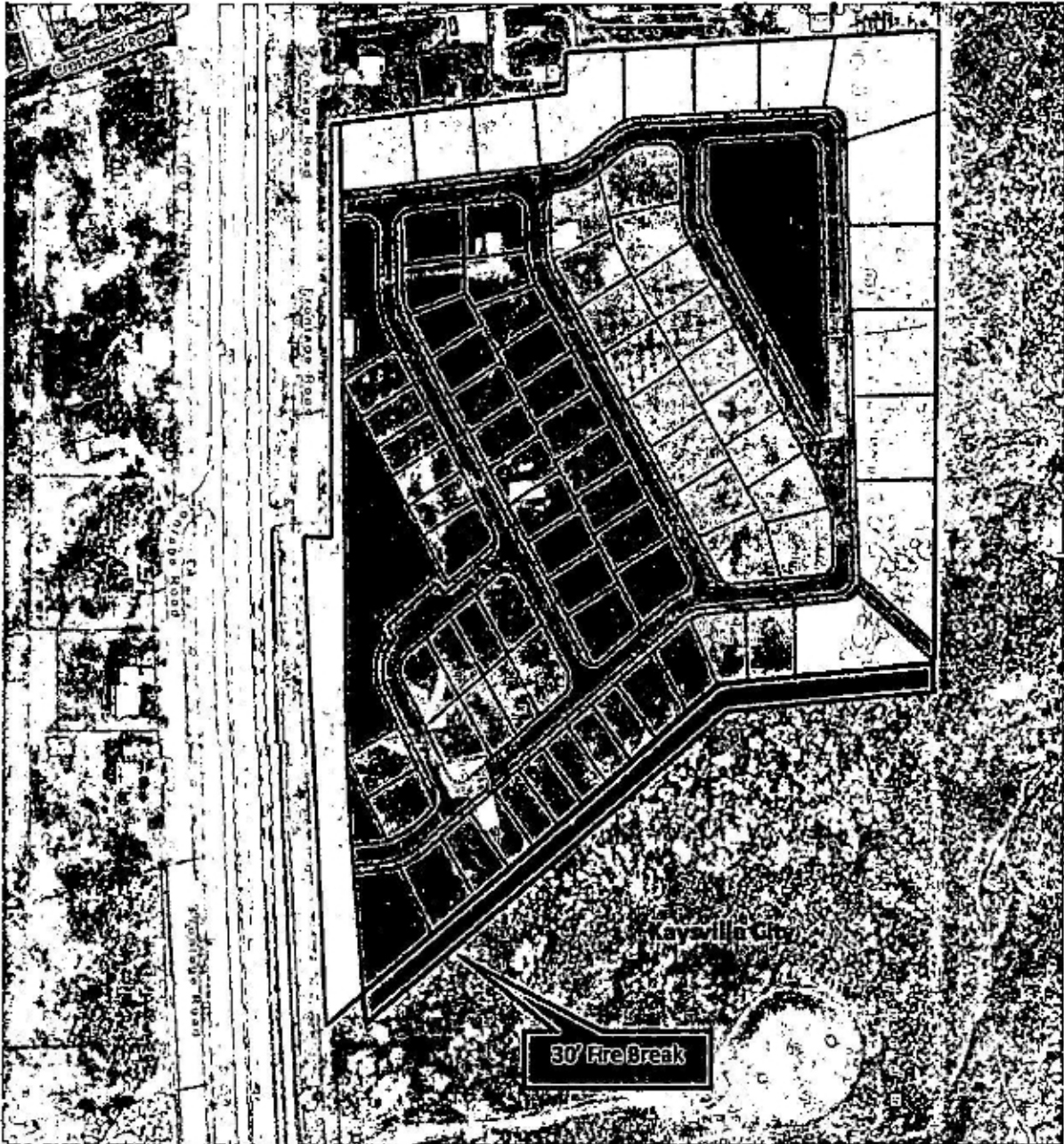


Exhibit E

Highway 89 Tie-In's

