3432526 BK 7878 PG 1544 E 3432526 B 7878 P 1544-1564
RICHARD T. MAUGHAN Y COLVY
DAVIS COUNTY, UTAH RECORDER
11/02/2021 03:36 PM
FEE \$0.00 Pgs: 38
DEP RTT REC'D FOR SYRACUSE CITY CC

DEVELOPMENT AGREEMENT FOR ANTELOPE'S EDGE SUBDIVISION LOCATED AT APPROXIMATELY 1900 SOUTH 1000 WEST, SYRACUSE, UTAH

	This Develop	ment Agreement ("Agreement") is made and entered into as of this 12.Te	_
day of	MAY	, 2021, by and between Antelope's Edge, LLC (the "Developer"),	
and Sy	racuse City, a	municipality and political subdivision of the State of Utah (the "City").	

RECITALS:

- A. The Developer owns approximately 3.08 acres of property located at approximately 1900 South 1000 West in Syracuse, Davis County, Utah (parcel ID number 12-079-0116), as more particularly described in Exhibit A, which is attached hereto and by this reference made a part hereof (the "Property"), proposed to be located in a Planned Residential Development (PRD) Zone, and for which the Developer, through an application initially submitted on February 5, 2021, and completed on March 11, 2021, has proposed development (the "Project") and presented a Development Plan (the "Development Plan"), which is attached hereto as Exhibit B and incorporated by this reference.
- B. City code requires the execution of a Development Agreement between the Developer and the City prior to zone change, in order to facilitate orderly development.
- C. The request for development was accompanied by a requested zone change, upon which this agreement and the eligibility for preliminary plat will be wholly contingent.
- D. The Parties acknowledge that the level of density accomplished in the Project would not be possible without the zone change and the promised quality of product and theme.

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 Developer and the City hereby agree to the following:

- Property Affected by this Agreement. The legal description of the Property contained within the Project boundaries to which this Agreement applies is attached as Exhibit A and incorporated by reference.
- 2. <u>Compliance with Current City Ordinances.</u> Unless specifically addressed in this Agreement, the Developer agrees that any development of the Property shall be in compliance with city ordinances in existence on the date of execution of this Agreement. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinances. Notwithstanding this section, the development application shall be consistent with the themes and plan established by this Agreement, unless the City Council first approves such deviations, which shall serve as an amendment to this Agreement.



- 3. <u>Development Plan</u>. The Developer shall ensure all development is in conformance with the Development Plan which has been reviewed by the Planning Commission and City Council. The Development Plan includes a site plan, landscape plan and architectural theme/elevations/floor plans, is attached to this Agreement as Exhibit B and is incorporated by this reference. Unless specifically excepted by the Agreement, the Syracuse Municipal Code applies to all aspects of the Project, even if the development plan is inconsistent with those codes.
- 4. <u>Development Theme</u>. The Developer has submitted themes proposed to govern the homes to be constructed within the subdivision in the Development Plan (Exhibit B). The Parties agree that the elevations provided are attached as concepts and illustrative themes only and may not comply with all City zoning and building requirements. The Parties acknowledge and agree that, notwithstanding the elevations' inclusion in this Agreement, before any homes are built in the Project, the home plans, elevations and designs must be approved by the City and must comply with all applicable City ordinances, codes and other requirements.
- 5. <u>Architectural Thematic Elements</u>. Notwithstanding any other provision of this Agreement, Developer shall strictly comply with the following requirements related to architectural thematic elements in the Project:
 - All units abutting 1000 West shall have front entrances that face 1000 West, with sidewalks between the front door and sidewalk;
 - b) The City's brick, rock or stone options identified in Section 10.30.020 of the Syracuse Municipal Code shall be limited in this Project to Option 1 or Option 2. The Developer has chosen to not utilize Option 3 in this subdivision.
 - c) Modern exterior lights shall be utilized for 100% of the units
 - d) Modern window mullions/muntin shall be utilized for 100% of units as shown in the attached elevations.
 - e) Modern front doors shall be utilized for 100% of units
 - f) Modern entryway windows adjacent to doors shall be utilized for 100% of units
 - g) Front porches with a minimum six feet in width by three and one-half feet deep (6' wide x 3.5' deep) shall be utilized for 100% of units
 - Floorplans with at least two-thousand square feet (2,000 sq. ft) of living space shall be required in 100% of units
 - i) Two stories are required for 100% of units
 - j) Metal awning shall be utilized in at least 50% of units
 - k) In order to provide variety and aesthetic improvements to the subdivision, specific themes as provided by Developer in the Development Plan shall be utilized, in the following proportions:
 - a. Mountain Modern 33% of project (8 units) includes black brick or light stone, hardie panels with easy trim or stucco with large control joints, deep earth tones with wood accents, asymmetrical rooflines, metal awnings, and black metal modern lights
 - b. Prairie 33% of project (8 units) includes seamless design and muted tones, no white trim, tumbled or warm-brick, and hip roofs



- c. Cubist 33% of project (8 units) includes square elements, metal awnings, seamless color, gable roofline, muted tones, light stone, and stucco with large expansion joints or hardie panels with easy trim.
- 6. <u>Landscaping</u>. The Developer shall landscape and improve all open spaces around or adjacent to building lots, as well as common spaces. Developer agrees to the installation of street trees along 1000 West, in accordance with municipal standards and ordinances.
- Amenities. The Developer shall install the amenities indicated on the Development Plan, specifically including a minimum of the following:
 - 7.1. One (1) pickleball court (with removable net system, per Fire Department);
 - One (1) half-court basketball court (key and standard only, as per plans);
 - 7.3. Two (2) shuffleboard courts;
 - 7.4. One (1) picnic arbor with at least one (1) table and one (1) barbeque grill;
 - 7.5. One (1) playground area "tot lot;"
 - 7.6. Three (3) plazas with overhead string lighting; and
 - 7.7. Three (3) shady bench seating areas.

Once installed, the maintenance of the amenities shall be the sole responsibility of the applicable homeowner's association.

- Minimum Lot Standards. All lots designed for this Project meet or exceed the standards set forth in City Code.
 - 8.1. Density. The lots in the Project represent a net density of 7.8 units per acre. The maximum number of lots in the Project is 24.
 - 8.2. Common Space. The project contains at least 20% of common spaces which are generally contiguous and meet all other applicable standards of the City Code and PRD Zone.
 - 8.3. Building Height. Buildings built within the Project shall be two stories, but no more than 35 feet in height.
 - 8.4. Layout, Circulation and Connectivity. The layout of the Project as shown in the Preliminary Plat, attached hereto as Exhibit C and incorporated by reference, is approved by the City.
- 9. <u>Homeowner Association</u>. The Developer warrants and provides assurances that all landscaping, private drives, and amenities located within the Project shall be maintained by a private homeowner's association. The association shall either be created for this Property, or it shall be absorbed by another Association. All costs of landscaping, private drive and amenity maintenance, replacement, demolition, cleaning, snow removal, or demolition, shall be borne exclusively by the homeowner's association. The City shall have no maintenance responsibility in relation to the property owned by the homeowner association and shall only plow and maintain public roads that are designated as public on the plat.

- 10. <u>Onsite Improvements</u>. At the time of final plat recordation for the Project, the Developer shall be responsible for the installation and dedication to the City of requisite water shares for secondary watering, sufficient for the development of the Project in accordance with City Code.
 - 10.1. The Developer agrees, and the final plat shall indicate, that no objects or structures shall be placed permanently within or attached to the ground within the turnaround areas designated for fire department access.
 - 10.2. The Developer shall be responsible to maintain fire lane signage and markings on the pavement during development, and the HOA shall be required to accept the transfer of maintenance responsibilities once the HOA is established.
 - 10.3. All utilities and lines on the Property are private and shall be maintained by either the private property owners or the HOA, as they may agree. All plans and plats shall indicate that the City's maintenance responsibility terminates at the following locations:
 - 10.3.1. Storm Drain: At the connection to the existing catch basin in 1000 West Street.
 - 10.3.2. Sewer: At the manhole connecting to the City's existing main in 1920 South Street.
 - 10.3.3. Culinary Water: At the valve connecting to the City's existing main in 1000 West Street.
 - 10.3.4. Secondary Water: At the meter in the parkstrip.
 - 10.4. Basements may only be permitted with the installation of land drains.
 - 10.5. It is anticipated that the Developer shall be required to cut into 1000 West in order to connect utilities to the City's system. 1000 West shall be repaired in accordance with City's Standards and Specifications with four inch (4") thick asphalt and the existing chip seal shall be replaced with Type A Utelight chip and fog seal.
 - 10.6. The Developer shall replace the existing precast concrete wall and landscaping that is impacted when the Developer ties into the City's sewer line.
 - 10.7. Culinary Water:
 - 10.7.1. The Developer shall meet or exceed the minimum culinary water requirements set forth in the Utah Division of Drinking Water R309-105 and Syracuse City Engineering Standards and Specifications.
 - 10.7.2. R309-105-0 (Minimum Water Pressure) governs minimum water pressure and sets the minimum peak day demand requirement for this Project at 40 psi. The City's mainline pressure at ground level during peak day demand is 52 psi. As a result, any construction exceeding two stories will not meet the 40 psi minimum peak day pressure requirements. Any building that does not meet the 40 psi minimum peak day demand will require a means to increase the water pressure, and any higher pressure zone created by this Project shall be accompanied by a backflow preventer to protect the integrity and water quality of the City's culinary system. The backflow preventer shall be installed and maintained as set forth in R309-105-12 (Cross-Connection Control).
 - 10.7.3. Two connections to the City's culinary system are required for this Project.

 The north connection shall have a tee cut in and three valves installed.

- 11. Agreement to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A hereto and shall be deemed to run with the land and shall be binding on all successors and assigns of the Developer in the ownership and development of any portion of the Project.
- 12. <u>Vested Rights</u>. The City and Developer intend that this Agreement be construed to grant the Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the effective date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and in addition to those rights that exist under statute, common law and at equity. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinances. By electing to submit a development application under a new future ordinance, however, Developer shall not be deemed to have waived its right to submit or process other development applications under the City Code that applies as of the effective date of this Agreement. Notwithstanding this section, the development application shall not be inconsistent with the themes and plan established by this Agreement, without prior City Council approval of that application, which shall serve as an amendment to this Agreement.
- 13. <u>Assignment</u>. Neither this Development Agreement nor any of the provisions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Development Agreement and without the prior written consent of City, which review is intended to assure the financial capability of any assignee. Such consent shall not be unreasonably withheld.
- 14. <u>Integration</u>. This Development Agreement contains the entire Agreement 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 by the parties hereto.
- 15. <u>Severability</u>. If any part or provision of the Agreement shall be adjudged 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 part or 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 of the scope or breadth permitted by law.

Notices.

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such party at its address shown below.

To Developer:

Antelope's Edge, LLC Attn: Josh Hughes 1789 S. Mills Lane Syracuse, UT 84075

To the City:

Syracuse City Attorney 1979 West 1900 South Syracuse, Utah 84075

With a Copy to:

Syracuse City Manager 1979 West 1900 South Syracuse, UT 84075

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

Amendment.

The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. The amendment of the Agreement relating to any substantial rights or obligations shall require the prior approval of the City Council.

18. General Terms and Conditions.

- 18.1. <u>Termination</u>. The Parties may, by written Agreement, terminate this Development Agreement by mutual consent. Such termination shall be in writing, including a resolution by the Council agreeing to the termination.
- 18.2. <u>Default & Limited Remedies</u>. If either the Developer or the City fails to perform their respective obligations under the terms of this Agreement, the party believing that a default has occurred shall provide written notice to the other party specifically identifying the claimed event of default and the applicable provisions of this Agreement that is claimed to be in default. The party shall immediately proceed to cure or remedy-

such default or breach within sixty (60) calendar days after receipt of such notice. The parties shall meet and confer in an attempt to resolve the default but, in the event they are not able to do so, the parties shall have the rights and remedies available at law and in equity, including injunctive relief and specific performance, but excluding the award or recovery of any damages. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights.

- 18.3. Non-liability of City Officials or Employees. No officer, representative, agent, or employee of the City shall be personally liable to the Developer or any successor-in-interest 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 or assignee, for any obligation arising out of the terms of this Agreement.
- 18.4. <u>Referendum or Challenge</u>. Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including zone changes or the approval of development agreements. The Developer agrees that the City shall not be found to be in breach of this Agreement if such a referendum or challenge is successful. In such a case, this Agreement is void at inception.
- 18.5. Ethical Standards. The Developer represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee of the City, or to any relative or business entity of an officer or employee of the City; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code Ann. § 10-3-1301 et seq. and 67-16-3 et seq.; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the City or former officer or employee of the City to breach any of the ethical standards set forth in State statute or City ordinances.
- 18.6. No Officer or Employee Interest. It is understood and agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer, or any member of any such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. This section does not apply to elected offices.
- 18.7. Governing Law & Venue. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in the Second District Court of the State of Utah, Farmington Division.



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 written above.

ANTELOPE'S EDGE, LLC

STATE OF UTH NOTARY PUBLIC SHAWNA BJORGAN COMMISSION 6718949 MY COMMISSION 679665: 12-29-2024	Joshua E. Hughes, Managing Member
STATE OF UTAH)	
COUNTY OF DAVIS)	
Joshua Ethiches	, May, 2021, personally appeared before me , the authorized signer and trustee of y is personally known to me, or proven on the basis
of satisfactory evidence, to be the person w	ho executed the Development Agreement on behalf
of said company and who duly acknowledg purposes therein stated.	ed to me that he/she executed the same for the
	W 22

SYRACUSE CITY
Attest: Cassie Z. Brown, MMC City Recorder
STATE OF UTAH : ss. COUNTY OF DAVIS On this
Notary Public Change
Approved as to Form:
Paul H. Roberts City Attorney

EXHIBIT A

BOUNDARY DESCRIPTION

BEG AT A PT 33.00 FT E & 654.43 FT S FR THE NW COR SEC 14-T4N-R2W, SLM; & RUN TH S 0^09'08" W 621.85 FT ALG THE E LINE OF A STR; TH S 89^59'35" E 217.00 FT; TH N 00^09'08" E 621.88 FT & W 217.00 FT TO BEG.

CONTAINING 3.081 ACRES MORE OR LESS

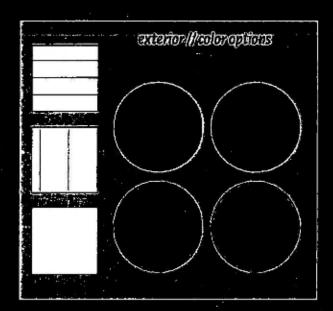


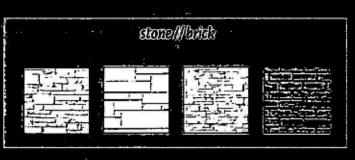
EXHIBIT B

Development Plan

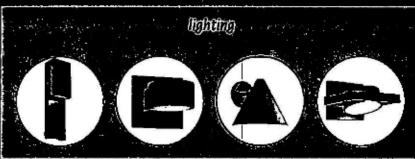
Including: Site Plan, Landscaping Plan, and Architectural Theme/Elevations/Floor Plans







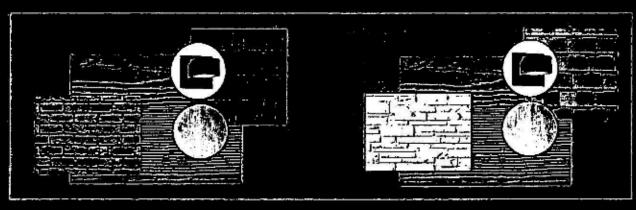


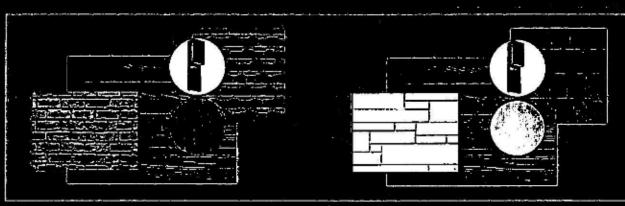


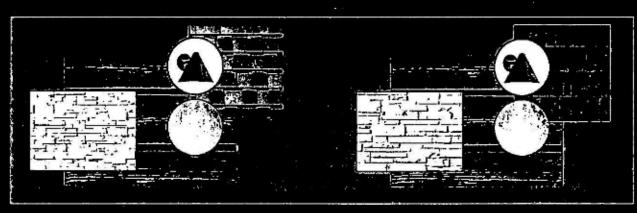


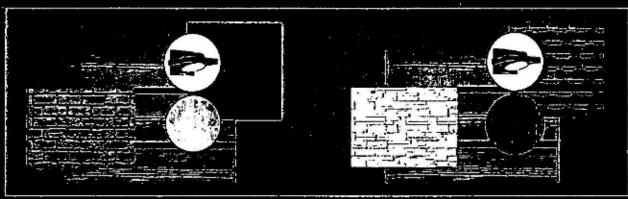
MOUNTAIN MODERN

sample blends





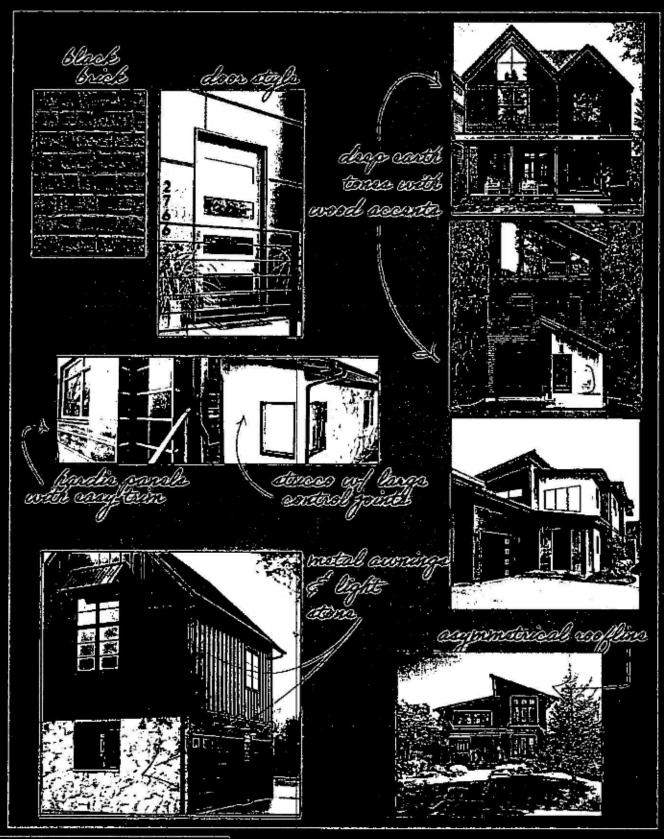




The elevations, images, materials, fixtures, etc. are representative of the final product, but are not necessarily exact or final and may be subject to design modifications. Some items and materials may represent optional customer upgrades.

MOUNTAIN MODERN

inspiration

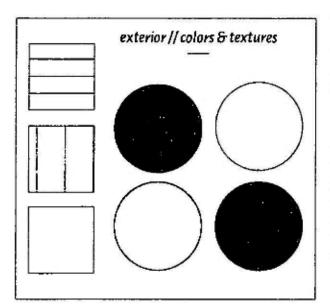


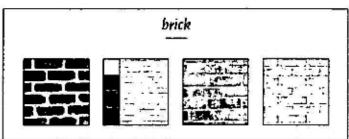
The elevations, images, materials, fixtures, etc. are representative of the final product, but are not necessarily exact or final and may be subject to design codifications. Some items and materials may represent optional customer aggrades.

PRAIRIE

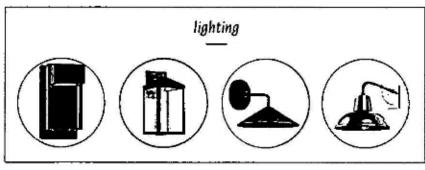
development theme // exterior elements

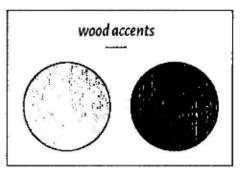






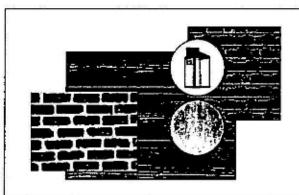


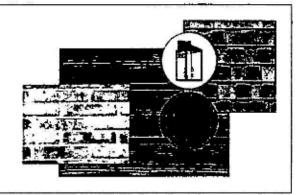


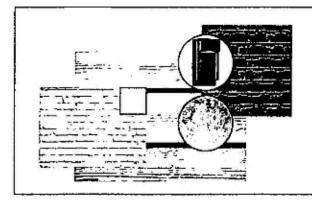


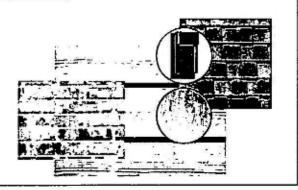
PRAIRIE

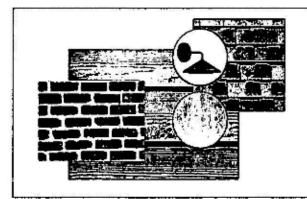
sample blends

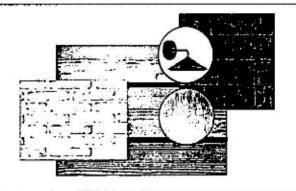


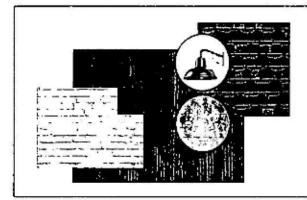


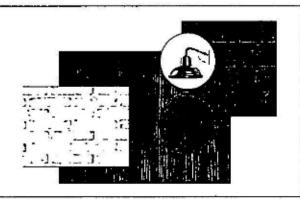












The elevations, images, materials, fixtures, etc. are representative of the final product, but are not necessarily exact or final and may be subject to design modifications. Some items and materials may represent optional customer upgrades.

PRAIRIE

inspiration



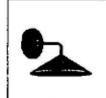


no white trim

seamless design









tumbled brick

painted brick



hip roof line



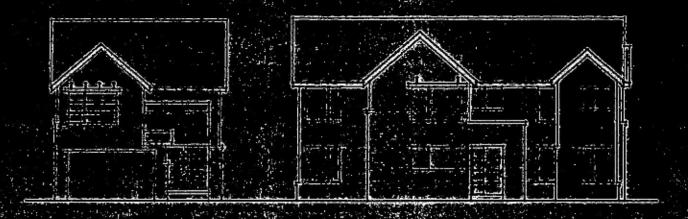
warm brick

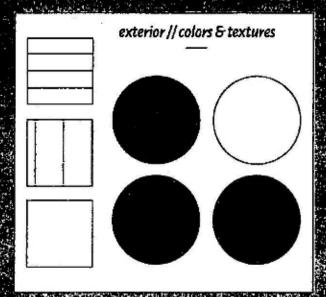


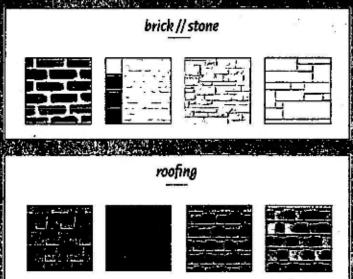
The elevations, loages, materials, fixtures, etc. are representative of the final product, but are not necessarily exact or final and may be subject to design modifications. Some items and materials may represent optional customer upgrades.

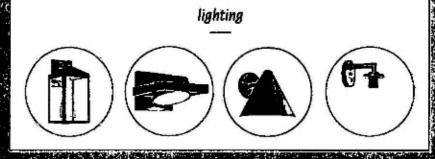
CUBIST

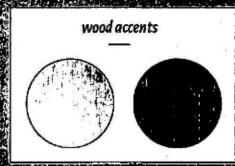
development theme Mexica in preferences







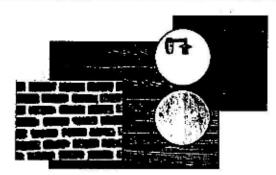


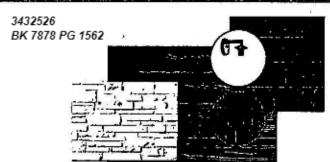


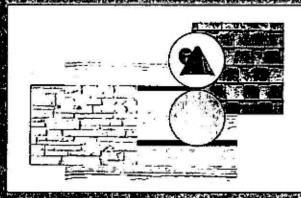
no mangas erros erros antigos antigos erros erro

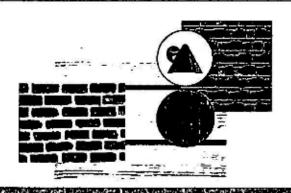
CUBIST

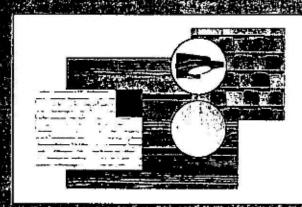
sample blands

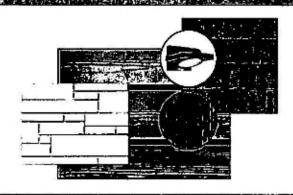


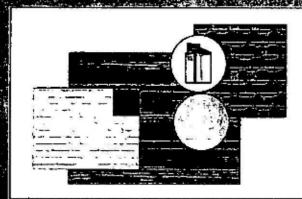


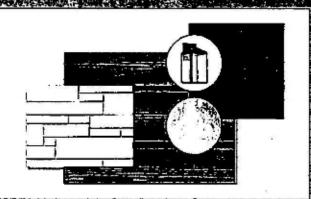






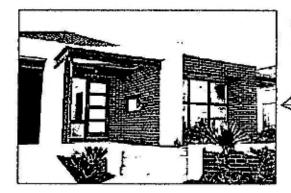






CUBIST

ingination



aguare elementa

3432526 BK 7878 PG 1563

motal awnings



seamless color



muted tones

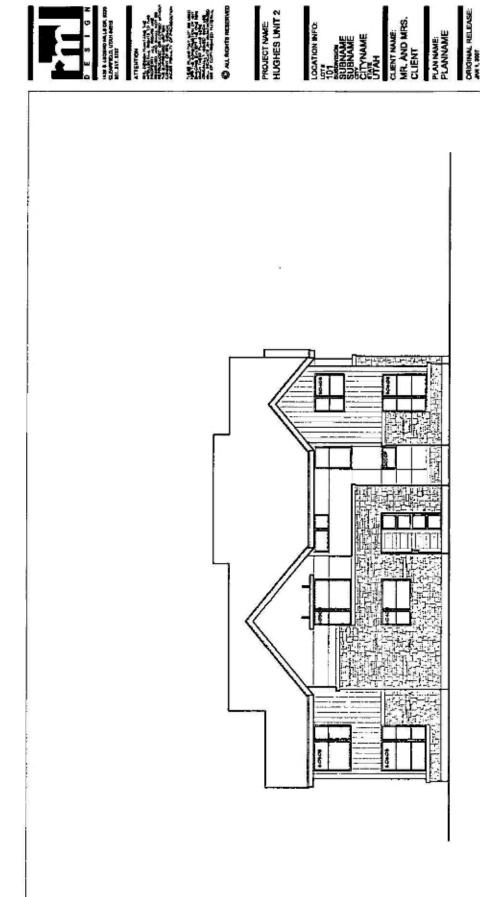


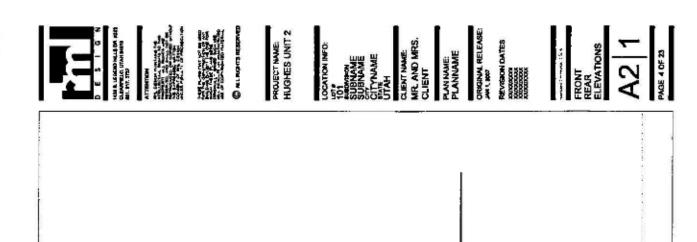


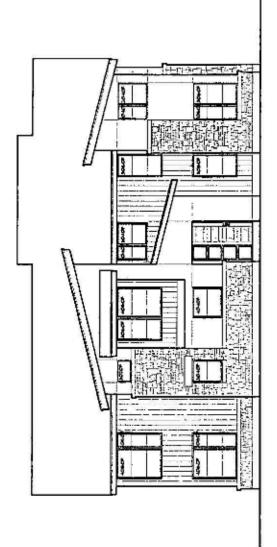
light stone

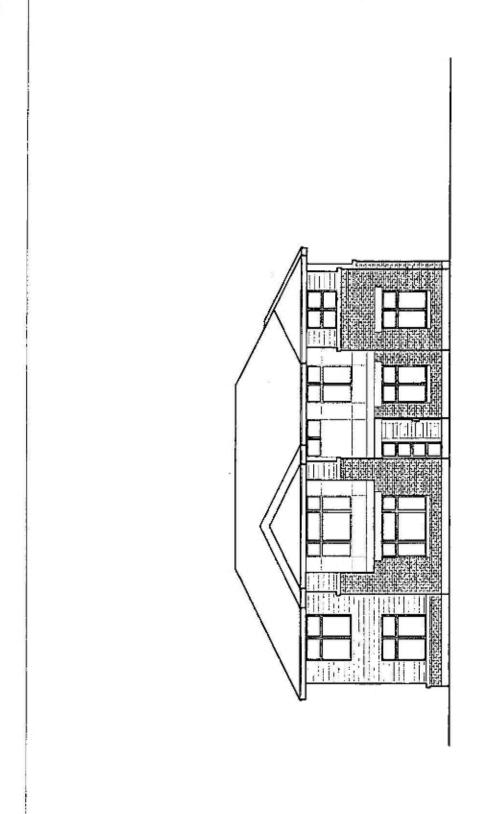
stucco with large expansion joints











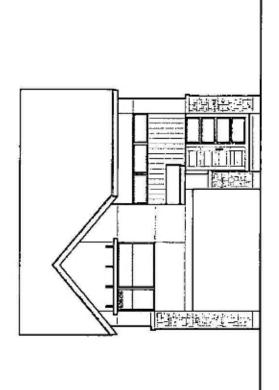
HATERIAN MARCE

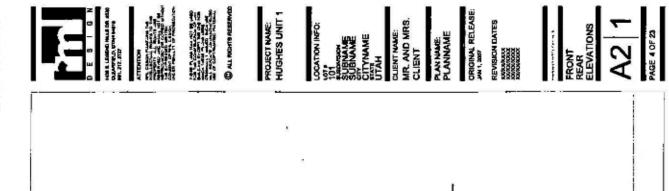
CALIENT NAME:

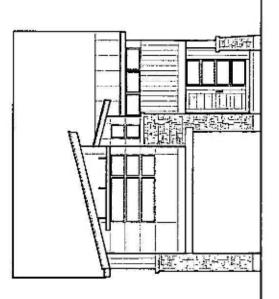
HOGHES UNIT 2

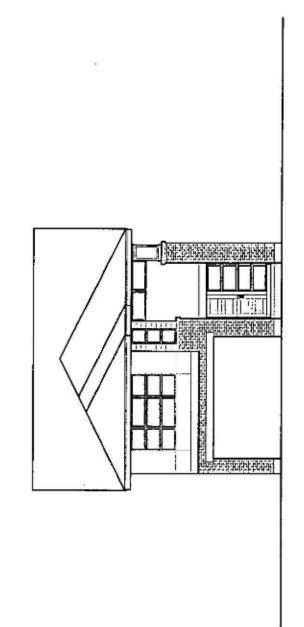
LOCATION INFO:

ATTOTION
ATT

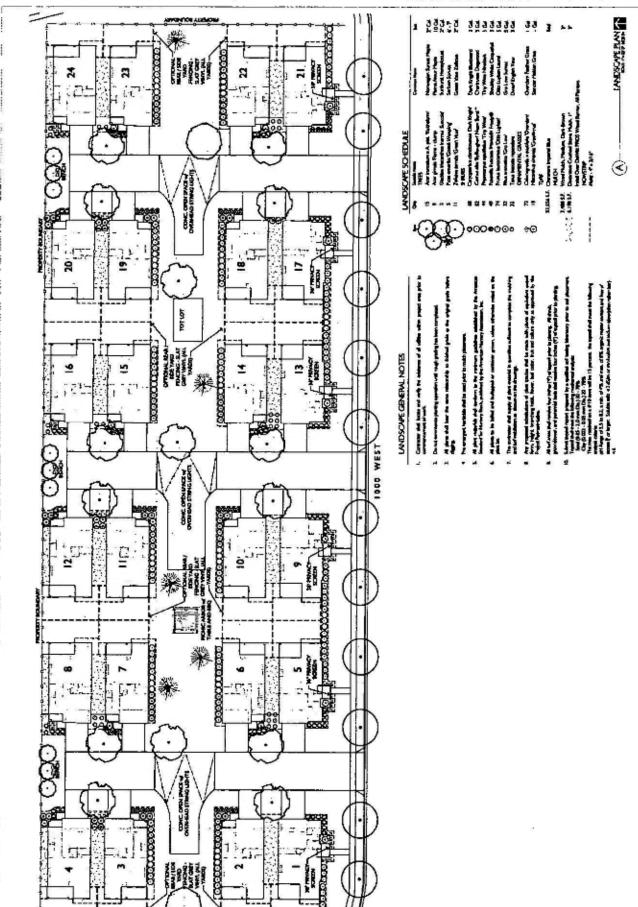




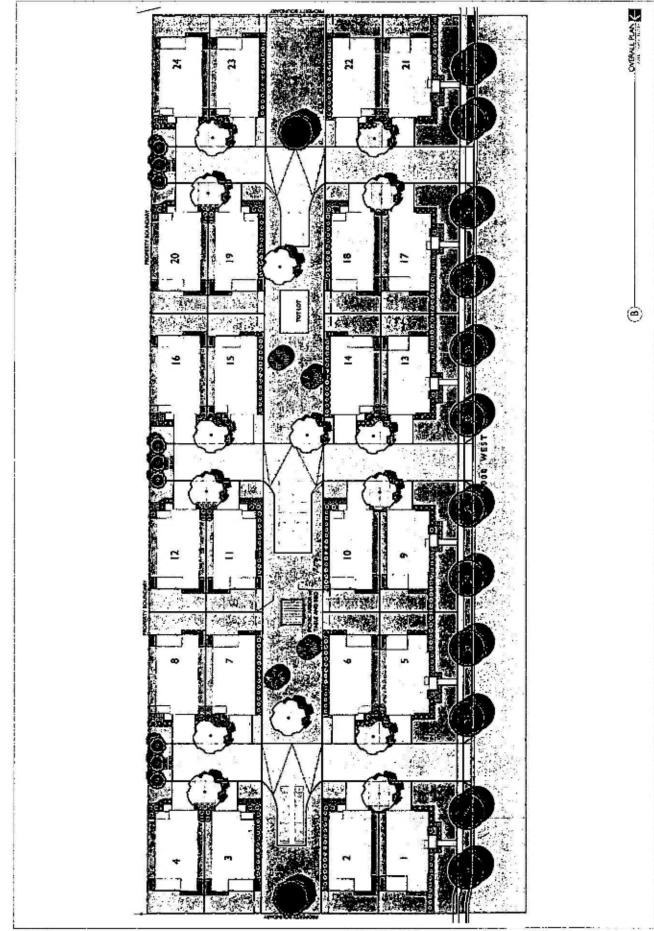




With a second of the second of



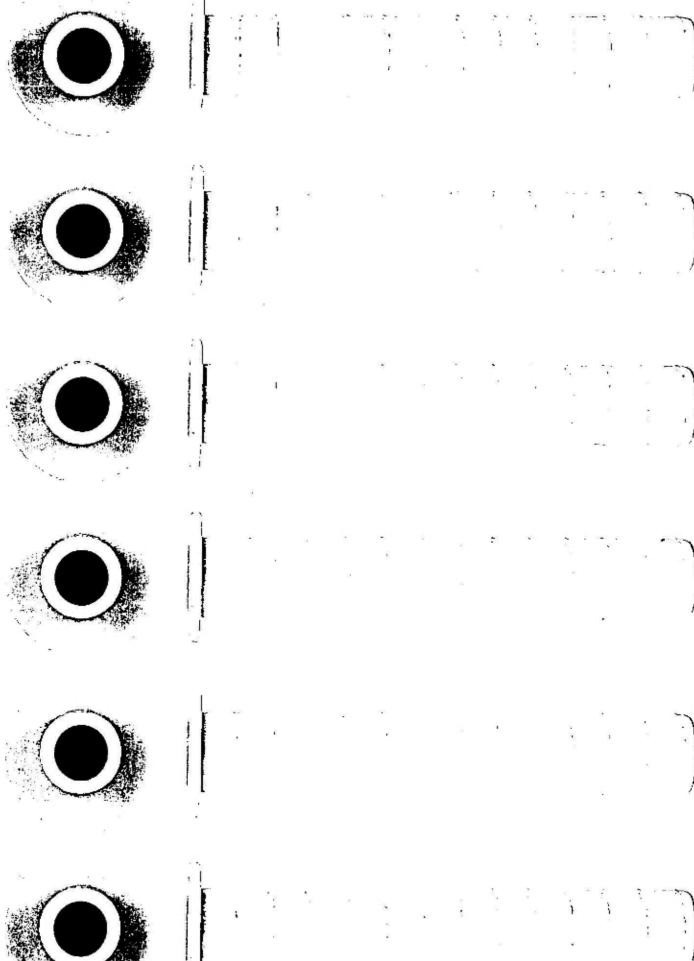


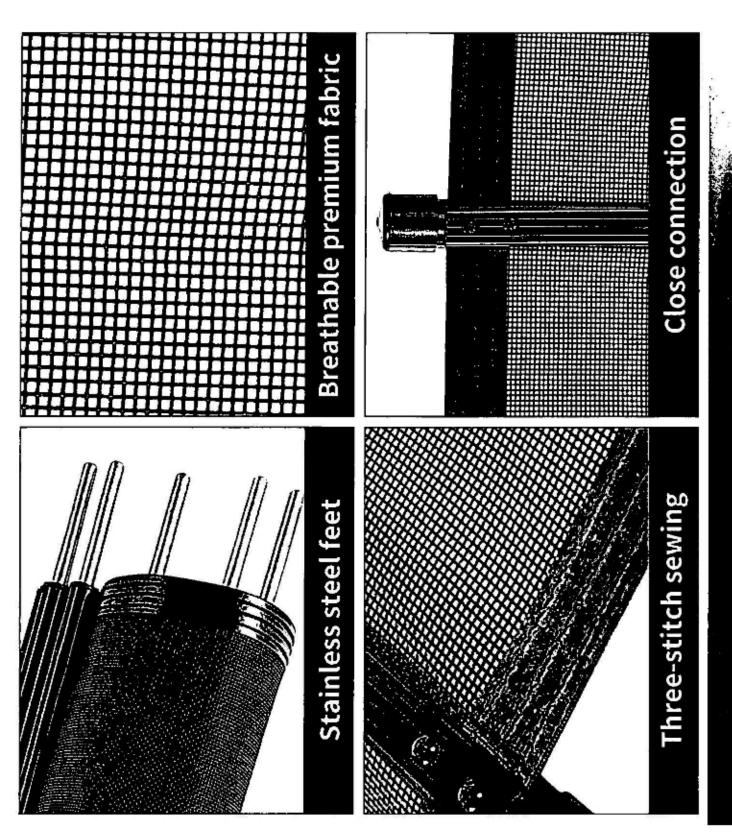




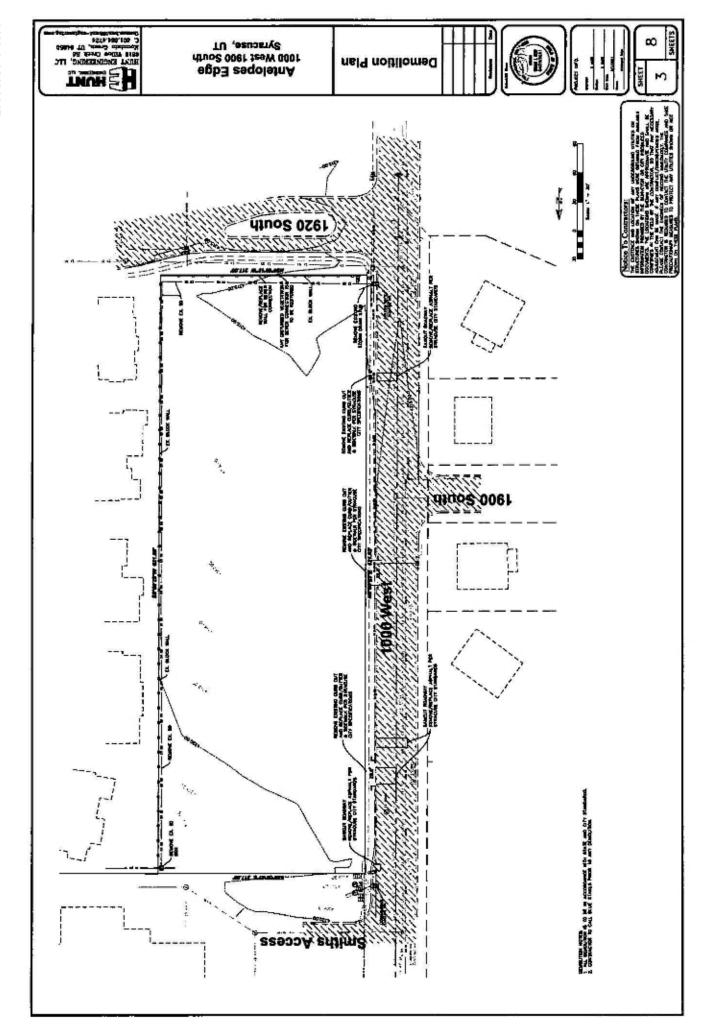
3432526

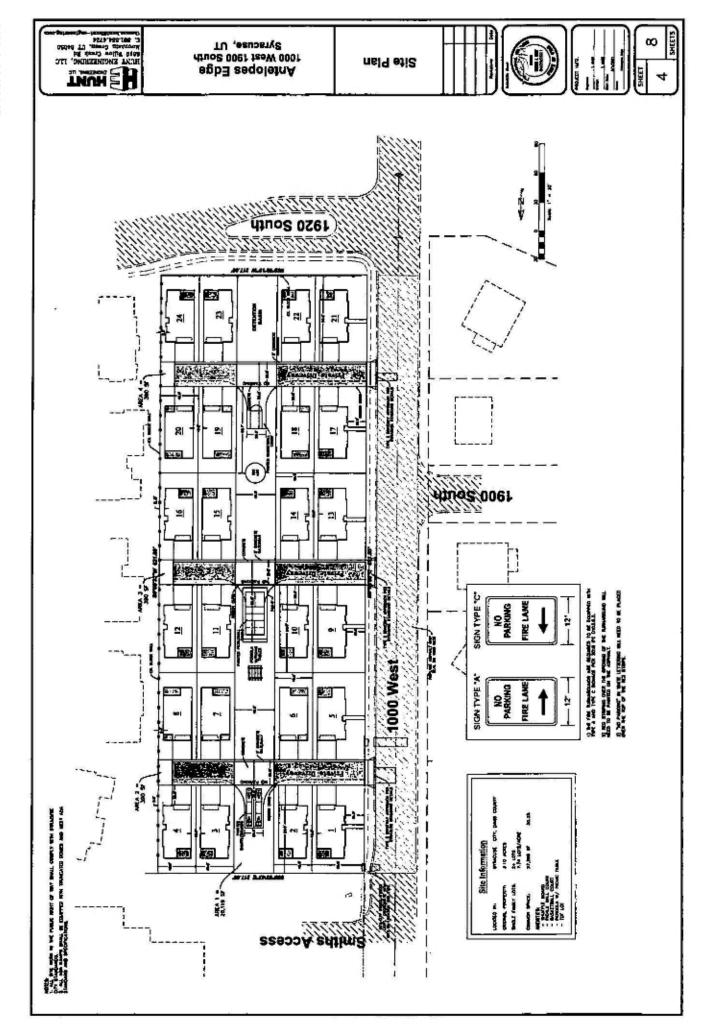
BK 7878 PG 1573

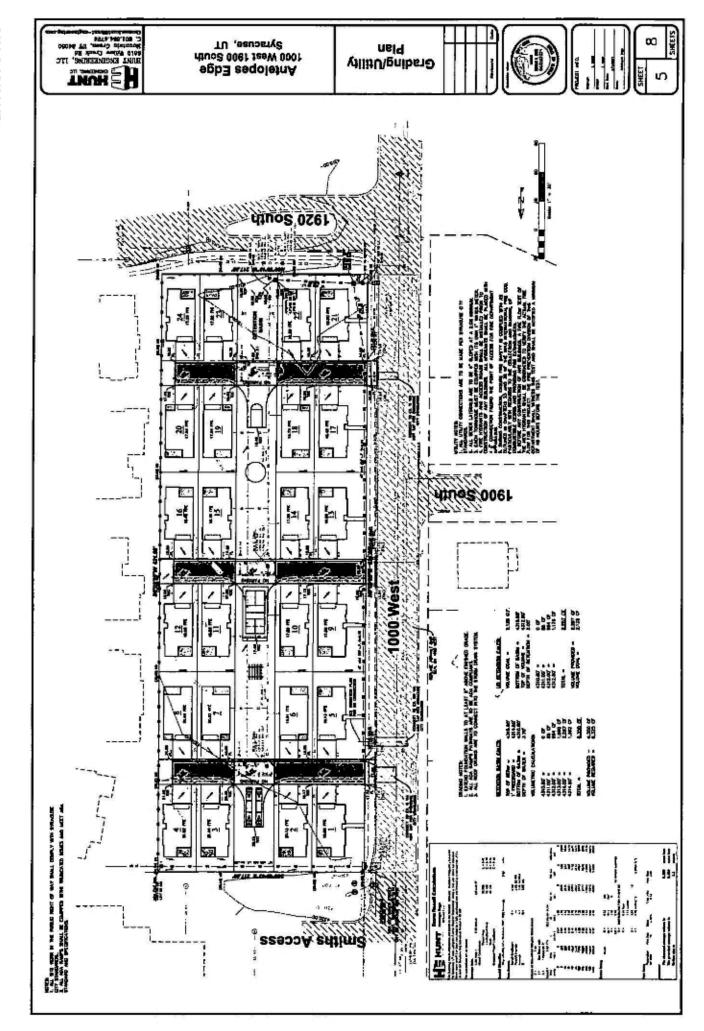




IGH QUALITY FABRIC







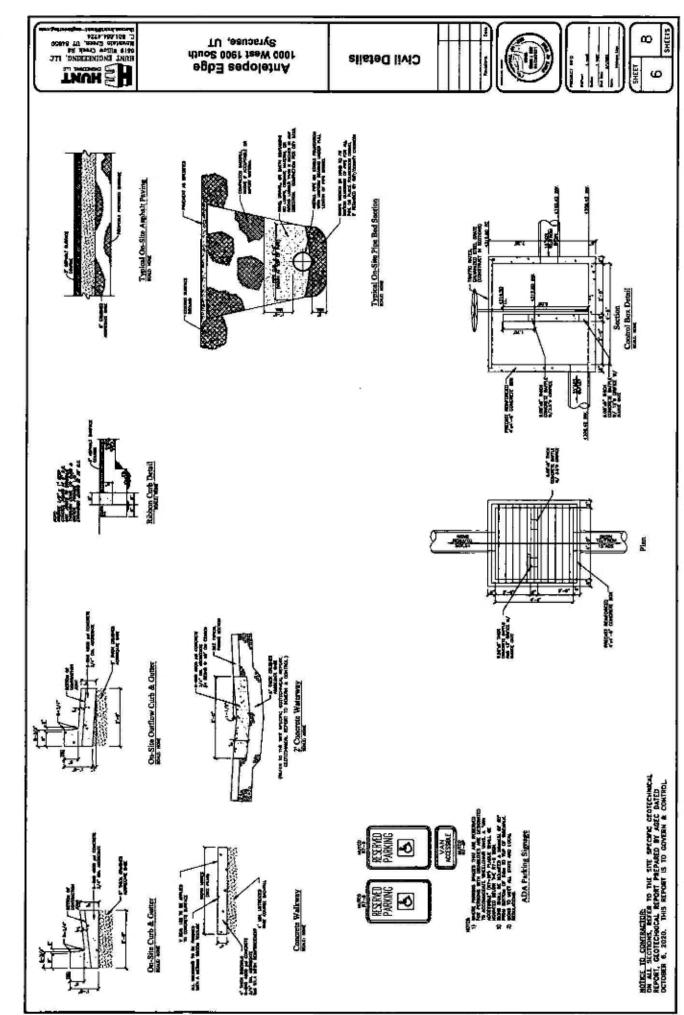


EXHIBIT C

Preliminary Plat



