15-109-0001 to 0035

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E 3520837 B 8211 P 505-531 A RICHARD T. MAUGHAN DAVIS COUNTY, UTAH RECORDER 03/13/2023 02:07 PM FEE \$0.00 Pas: 27 28 DEP RT REC'D FOR SYRACUSE CITY

### DEVELOPMENT AGREEMENT

FOR ASPIRE AT CANTERBURY PARK PLANNED RESIDENTED BY EXPRESED FOR BY RACUSE CITY

LOCATED AT APPROXIMATELY 2376 WEST 1700 SOUTH, EXPRESED FOR BY RACUSE CITY

	his Development Agreement ("Agreement") is made and entered into as of this 464.
day of	Mau , 2022, by and between Capital Reef Management, LLC (the
"Deve	er"), and Syracuse City, a municipality and political subdivision of the State of Utah
(the "C	

### RECITALS:

- A. The Developer owns or has under contract approximately three and fifty-six hundredths (3.56) acres of property located at approximately 2376 West 1700 South in Syracuse, Davis County, Utah (parcel ID number 12-710-0001 and 12-710-0007), 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 July 8, 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, as well as its associated value, would not be possible without this zone change and the quality of product and theme that have been proposed by the Developer.

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 Required.</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

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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. The inclusion of a specific feature in a theme drawing does not entitle the Developer to include that feature if it is inconsistent with City code.
- 5. Architectural Thematic Elements. Notwithstanding any other provision of this Agreement, Developer shall strictly comply with the following requirements related to architectural thematic elements in the Project:
  - a) Varied rooflines;
  - b) Buildings may not exceed two stories:
  - Windows will vary in their muntin/mullion, and be of the size, quantity and location identified in the Development Plan;
  - d) Buildings of identical facades shall not be located abutting one another;
  - e) Two-car garages shall be provided for each unit, with windows in the garage doors;
  - f) Each unit's front entrance shall include a window within the door, and a window to the side of the door, or above
  - g) Building materials for the front façade shall be constructed as depicted in the Development Plan, including natural stone, cementitious fiber-board, and asphalt shingles
  - A four foot (4') stone wainscot on the corners of units 13, 27, and 28 as depicted in the Development Plan
  - i) No vinyl siding shall be utilized on the side or rear of the buildings
  - Each unit shall have at least three (3) bedrooms and at least two and one-half (2 ½) bathrooms.
- 6. <u>Landscaping</u>. The Developer shall landscape and improve all open spaces around or adjacent to building lots, as well as common spaces. The Developer or applicable homeowner's association shall replace any dead street trees planted within park strips owned or maintained by

the Developer or applicable homeowner's association, within six months of notification of the tree's death.

- a) Landscape Buffers. The following apply to buffers along each perimeter:
  - (i) East buffer shall utilize the existing precast concrete, and shall include at a minimum one (1) tree and five (5) shrubs every fifty feet (50').
  - (ii) North buffer shall include at a minimum a six foot (6') vinyl privacy fence with one (1) tree and five (5) shrubs every fifty feet (50').
  - (iii) West buffer shall be a three-rail vinyl fence with pedestrian access at the end of the North drive
  - (iv) South buffer shall include a six-foot (6') vinyl privacy fence with at a minimum one (1) tree and five (5) shrubs every fifty feet (50') along the South edge of Unit 1, and with a three-rail vinyl fence adjacent to the play field.
- b) Street Trees. The Developer shall plant trees at least every thirty feet (30') on both sides of road on all shared drives.
- c) Roundabout Maintenance. Developer or a subsequently formed home-owner's association shall be solely responsible for the maintenance of landscaping within the roundabout planter located on the South side of the Project.
- Minimum Lot Standards. All lots designed for this Project meet or exceed the standards set forth in City Code.
  - a) Density. The lots in the Project represent a net density of 8.98 units per acre. The maximum number of lots in the Project is 32.
  - b) 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 or has been reduced through agreement to pay an in lieu fee in Section 8 of this Agreement.
  - c) Building Reight. Buildings built within the Project may be two stories, but no more than 35 feet in height from grade.
  - d) Parking. Each unit shall include a 2-car garage and a driveway of sufficient width to accommodate two additional vehicles, resulting in four dedicated stalls per unit.
  - e) Drive Connection to Canterbury Park. The Developer shall, at entirely its own expense, install the drive connection to Canterbury Park as described on the Development Plan, including establishing a smooth asphalt transition and repairing any landscaping or irrigation systems damaged on City property due to the installation of the drive connection. The drive improvements are subject to inspection and approval by Syracuse City Public Works.
  - f) 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.
- 8. <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.

# 9. Onsite Improvements.

- a) The Developer (and/or any subsequent owner of the Project) shall be responsible for the installation of all onsite parking, drive aisles, culinary water, secondary water, sewer, and storm drainage improvements sufficient for the development of the Project in accordance with the City Code. The culinary water, secondary water, sewer, stormwater detention basin, and storm drain connections shall be made where and as approved by the City, which approval will not be unreasonably withheld. The existing utilities stubbed into the property are privately owned and approvals for connection to those mains shall be approved by the utility owner. The City does not object to connecting to those mains provided they are adequately sized to service the development. The City shall have no responsibility of maintenance related to the improvements.
- b) Guest Parking. The Project shall include at least eight guest parking stalls, as provided in the Development Plan.

# Culinary Water,

- a) 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.
- b) Two connections to the City's culinary system are required and no more than fifteen (15) services may be served off a dead end culinary main.
- 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:

Capital Reef Management, LLC 520 North 900 West Kaysville, UT 84037

# 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.

## General Terms and Conditions.

- a) <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.
- b) Default & Limited Remedies. 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.
- c) 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.
- d) Referendum or Challenge. 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.

- e) 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.
- f) 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.
- g) 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.

		Capital Reef Management, LLC
18 <sub>1</sub> (8 <sub>1</sub>		By: Craig Jacobsen Owner/Manager Authorized Agent Leter Journ 5/4/22 Signature Date
STATE OF UTAH	) : ss.	
COUNTY OF DAVIS	)	

MICHELLE GIACOLETTO
Notary Public, State of Utah
Commission # 712967
My Commission Expires On
August 22, 2024

Notary Public

# SYRACUSE CITY

Attest:	Dave Maughan, Mayor
Cassie Z. Brown, MMC	
City Recorder	
STATE OF UTAH  : ss.  COUNTY OF DAVIS  On this day of	Syracuse City, whose identity is personally development Agreement on behalf of Syracuse
STATE OF UTAH NOTARY PUBLIC MARISA GRAHAM COMMISSION #723450 MY COMMISSION EXPIRES: 03-07-2026  Approved as to Form:	Notary Public Malacan

9

Paul H. Roberts Brieaune Brass

City Attorney

# EXHIBIT A

# PROPERTY BOUNDARY DESCRIPTIONS

# Parcel 12-710-0001

-ALL OP LOT 1, SYRACUSE WEST PHASE 1 SUBDIVISION. CONT. 2.03000 ACRES:

# Parcel 12-710-0007

ALL OF LUT7, SYRACUSE WEST PHASE 1 SUBDIVISION. CONT. 1.54000 ACRES.

ALL OF OPEN SPACES A AND B ASPIREAT CANTERBURY

ALL OF PRIVATE STREETS OF ASPIRE AT CANTERBURY

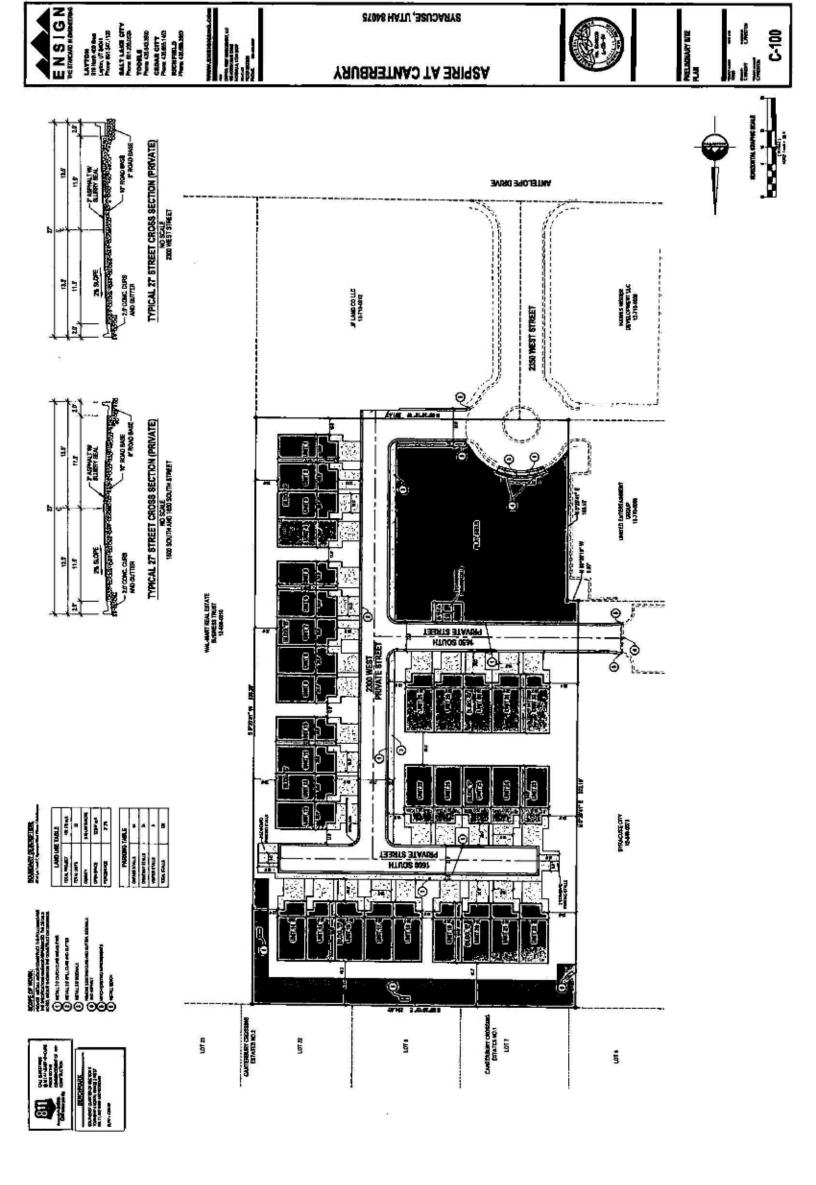
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UNITS

# EXHIBIT B

# Development Plan

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

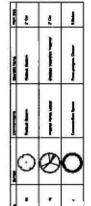




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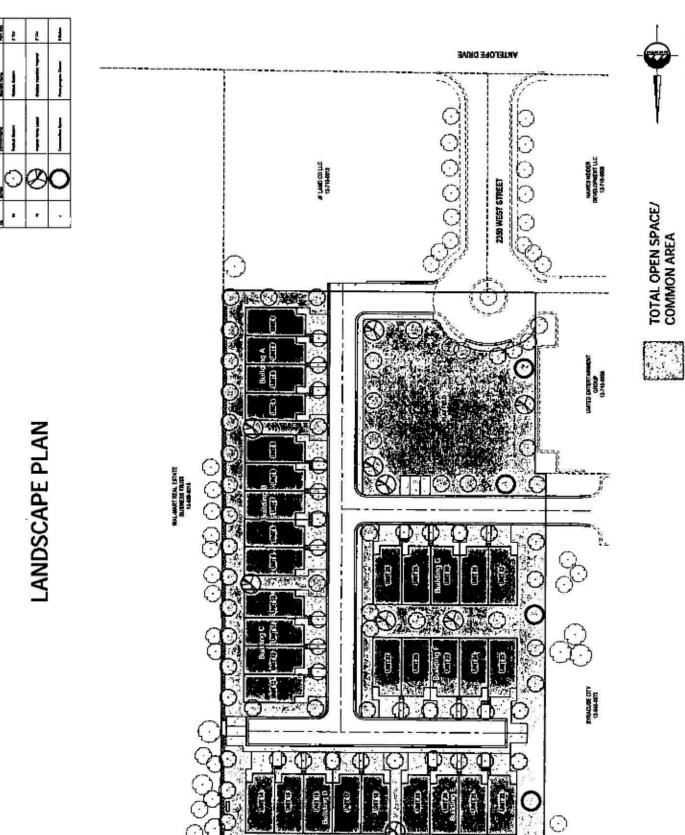


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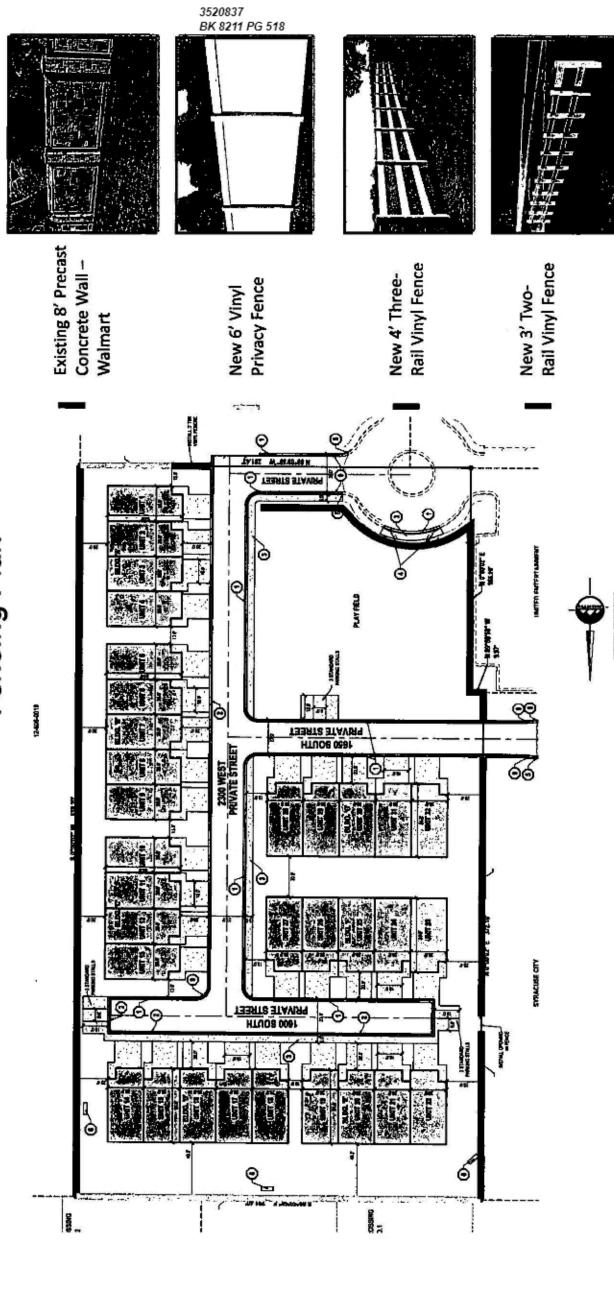


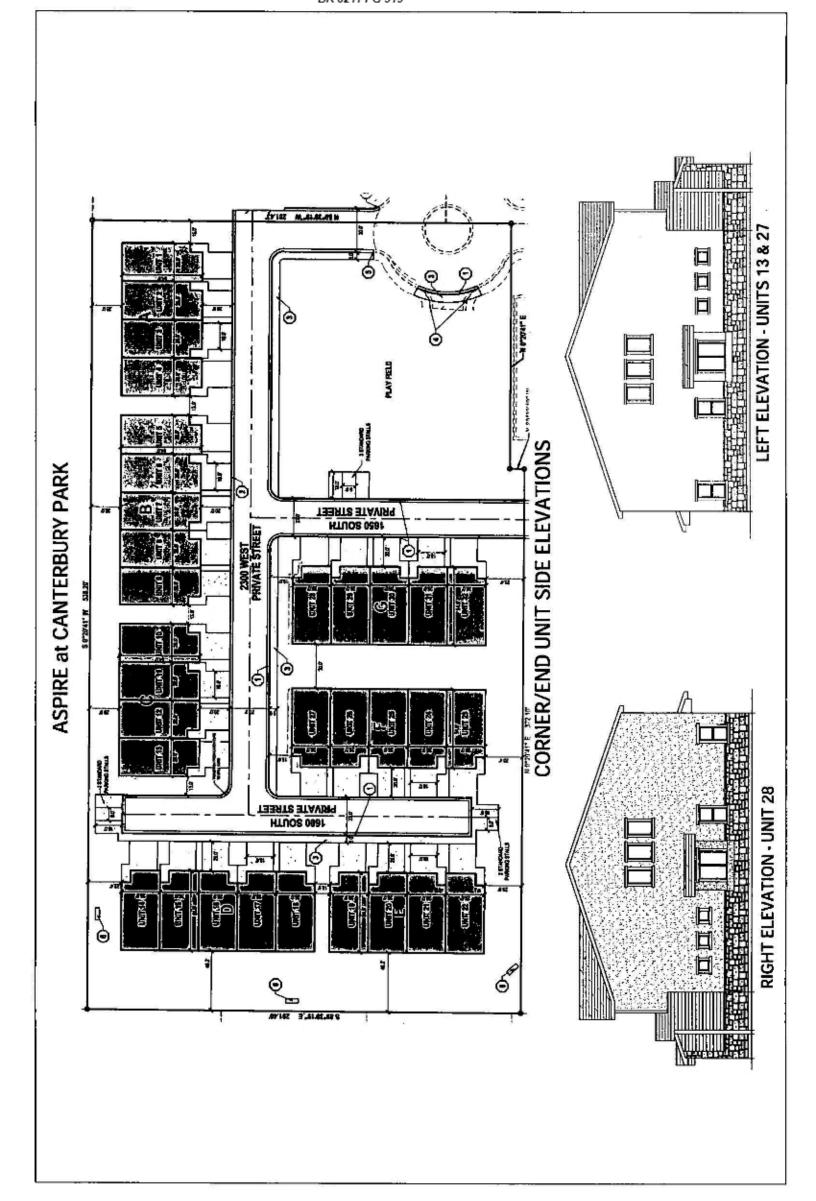
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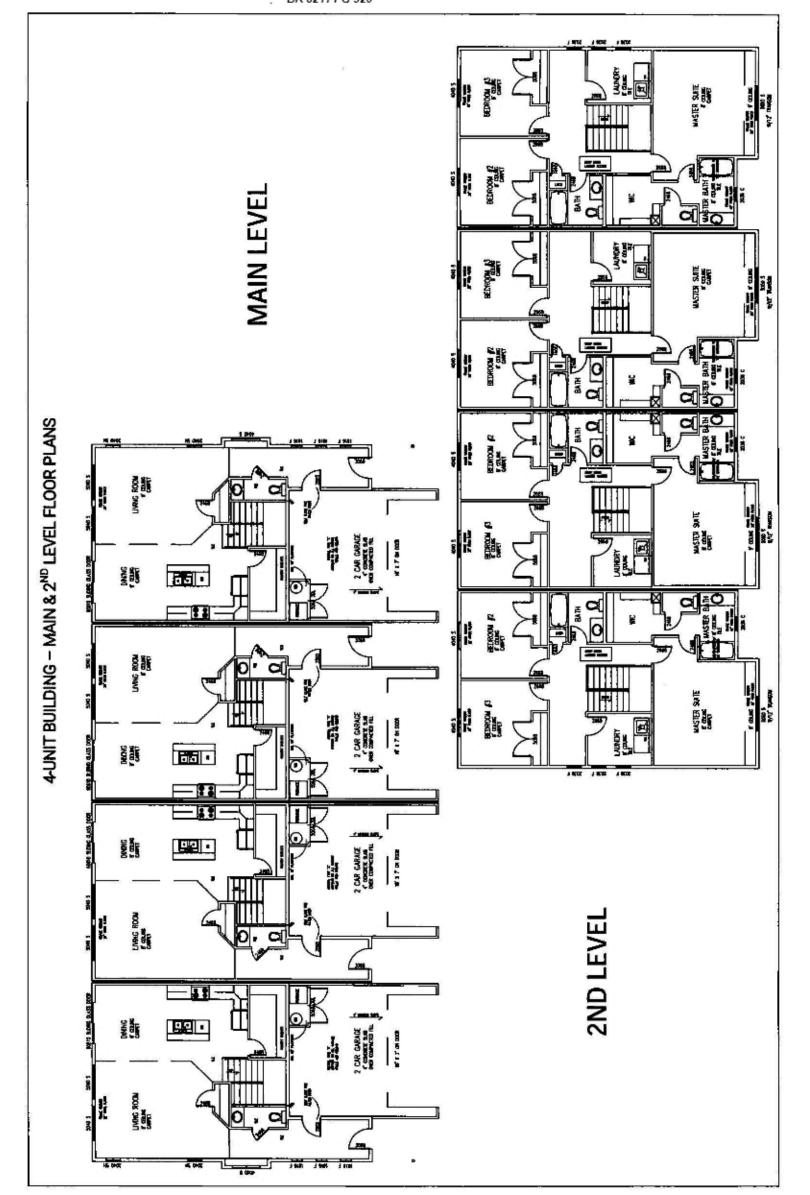


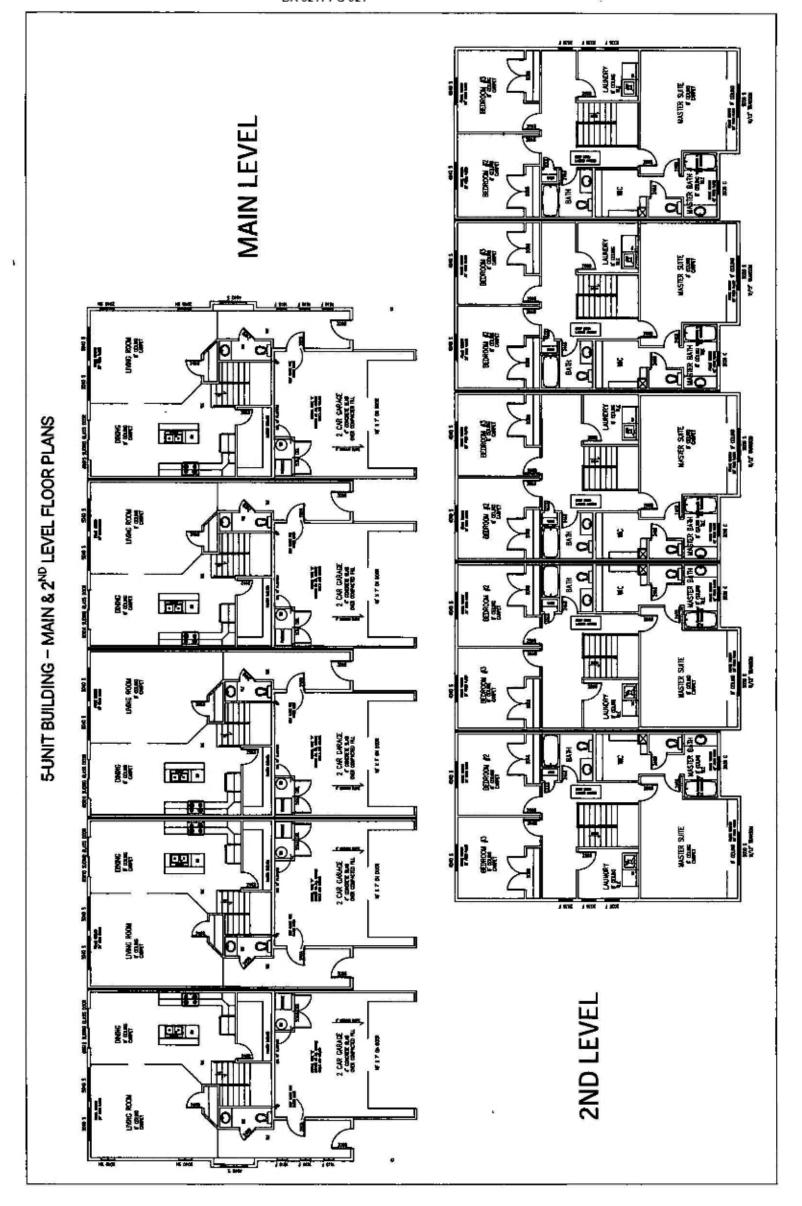
LOT 23

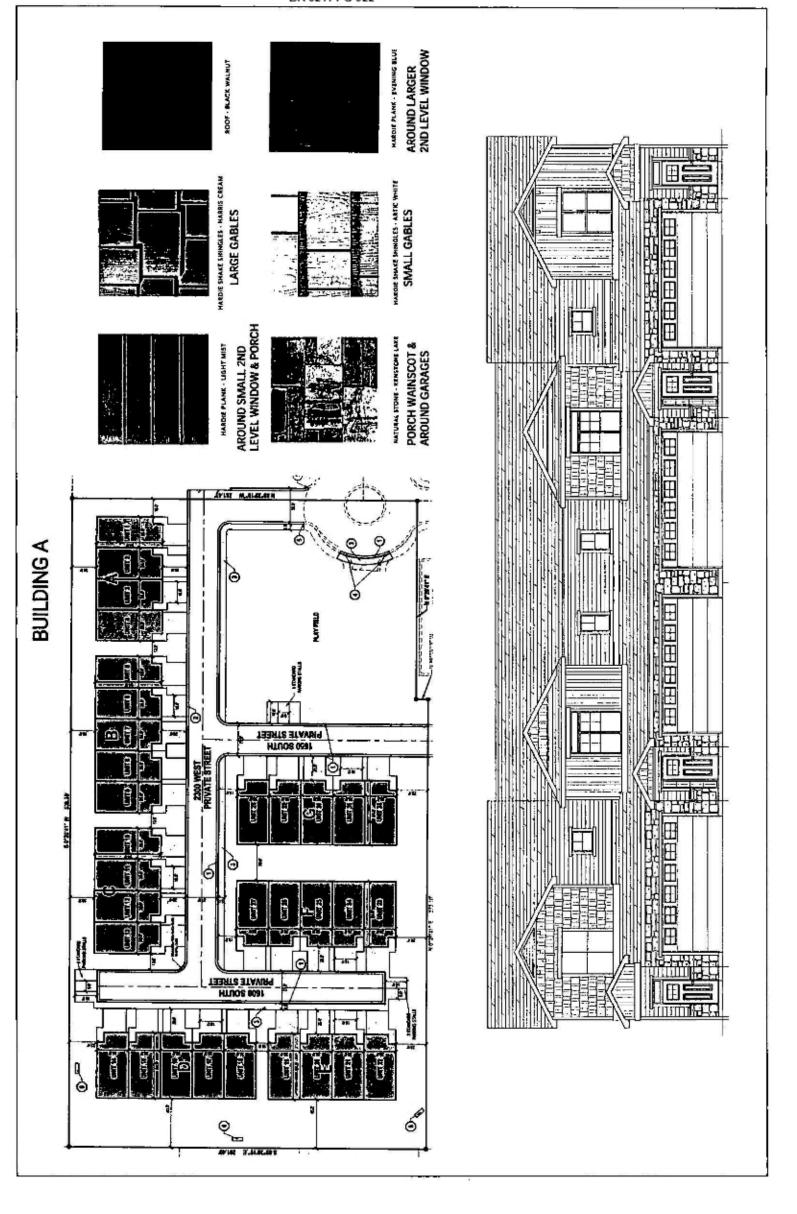
# ASPIRE at CANTERBURY PARK Fencing Plan

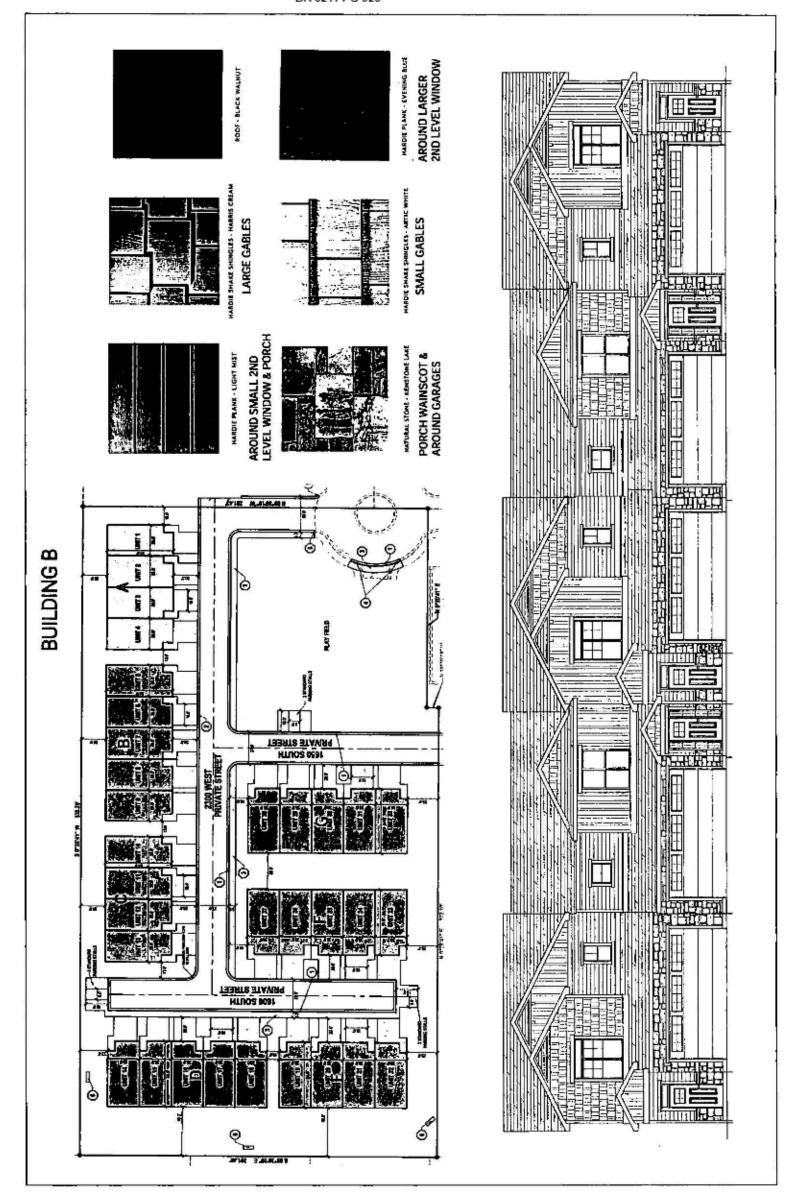


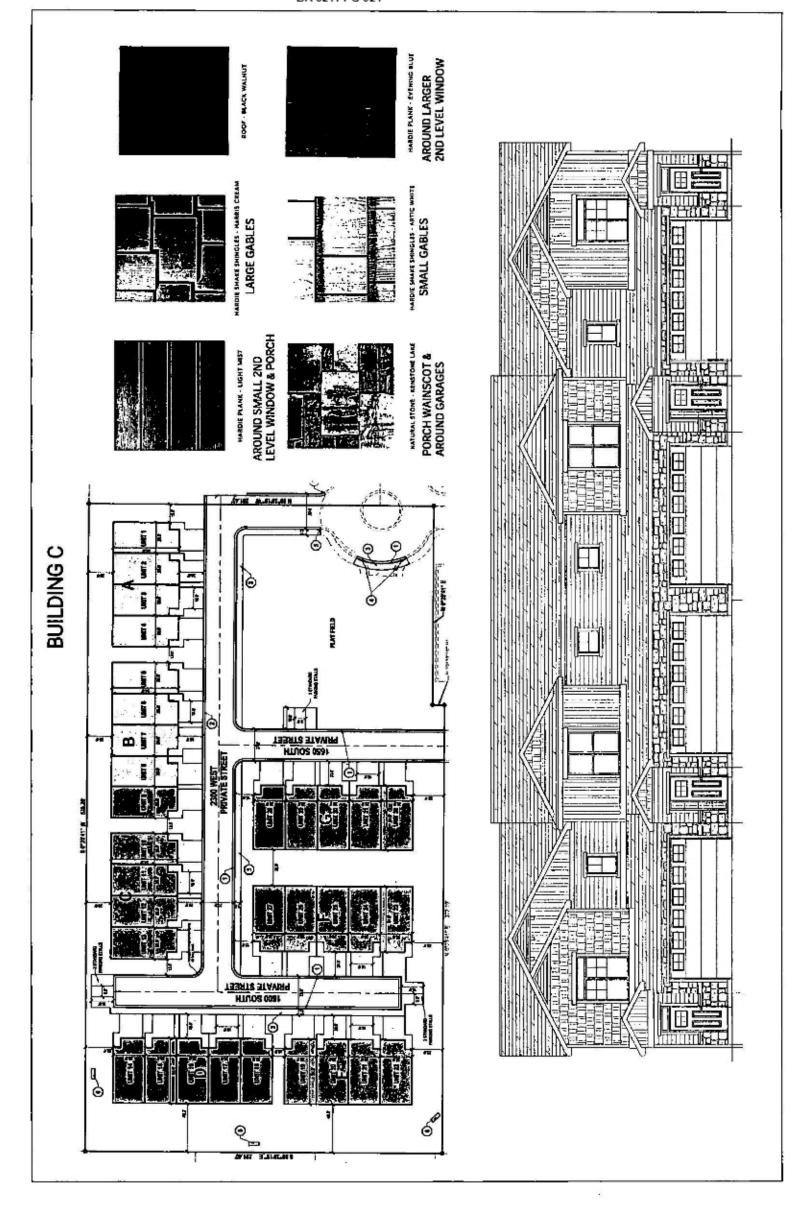


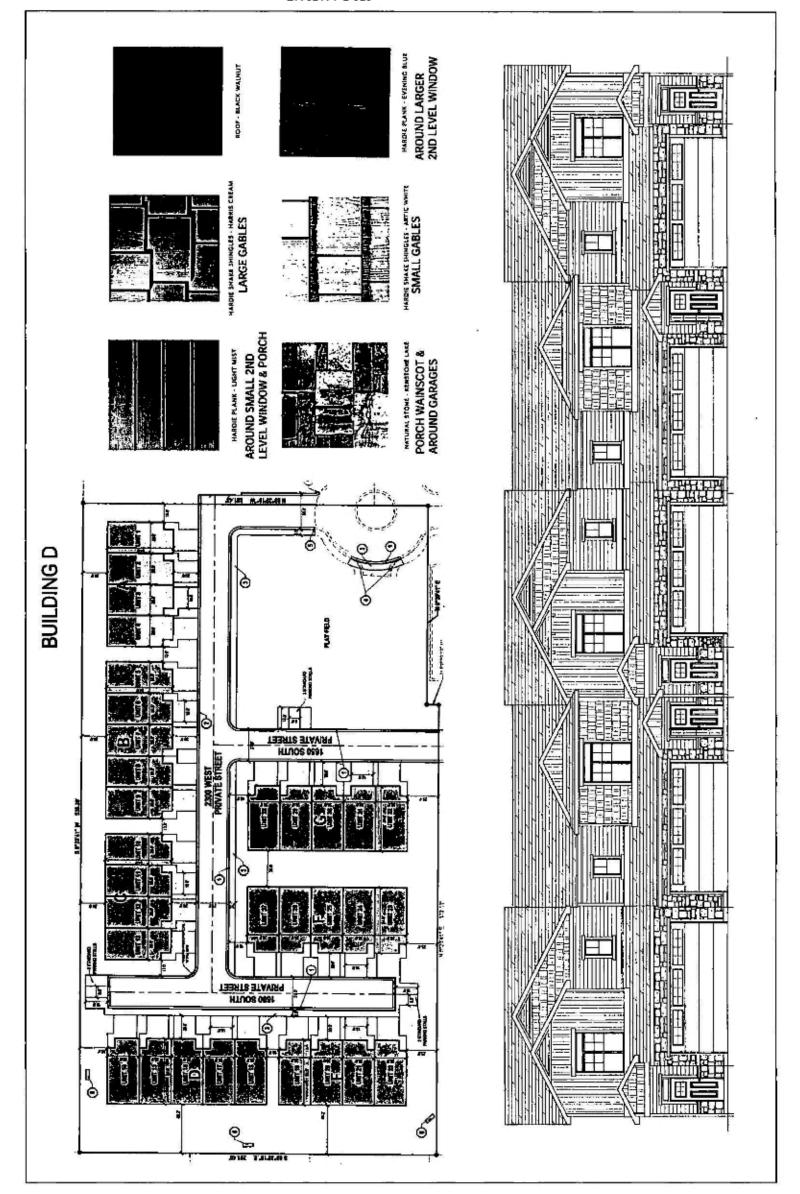


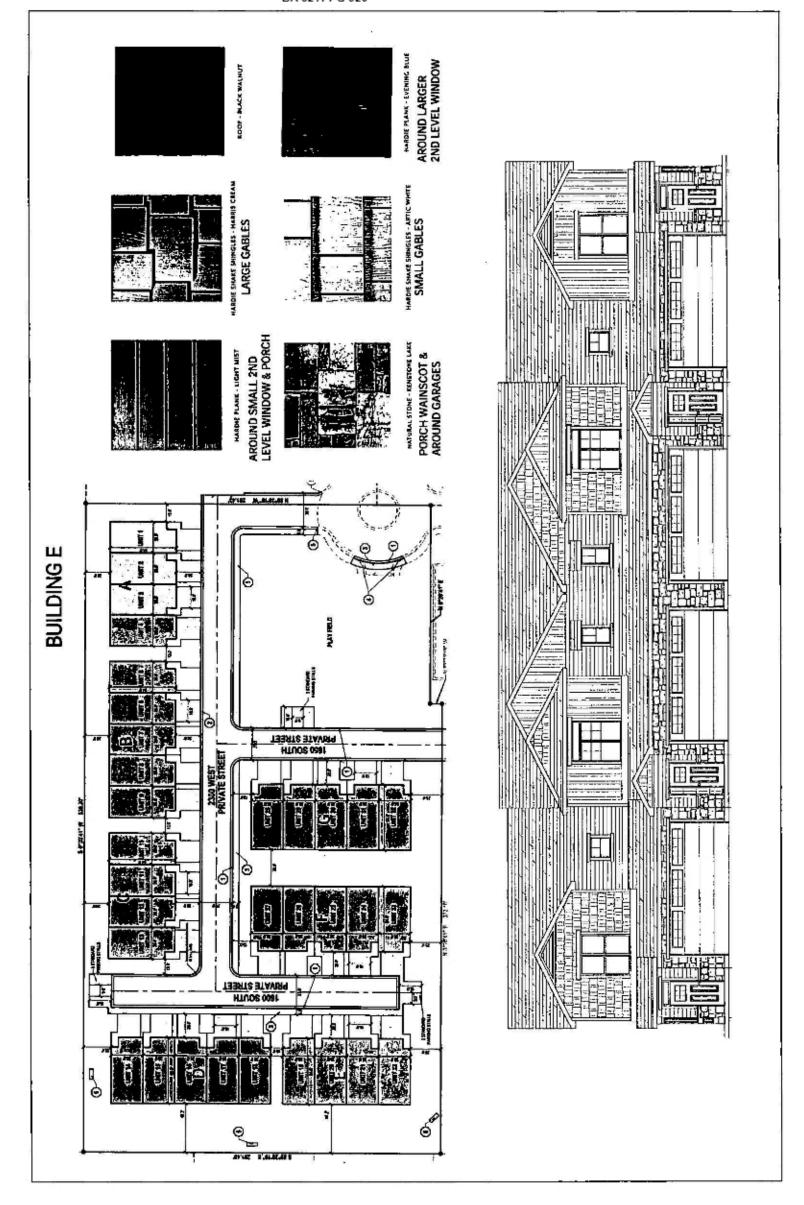


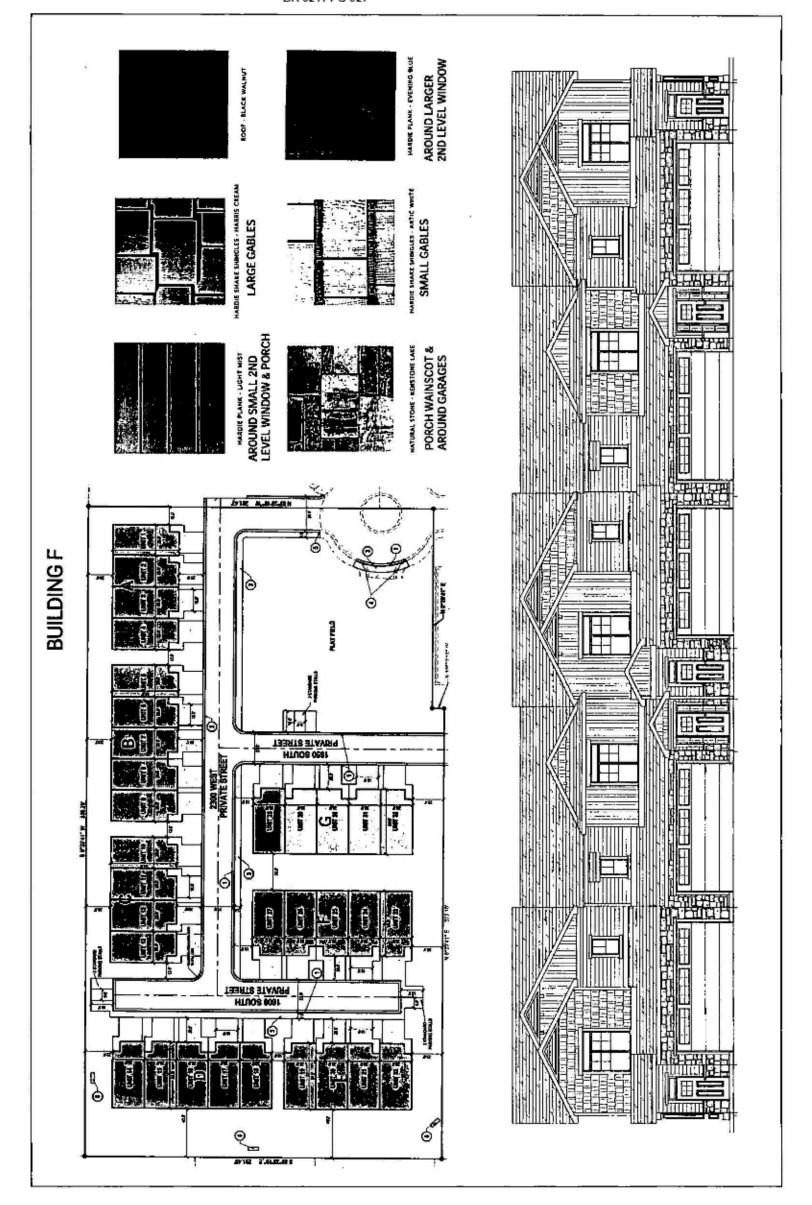


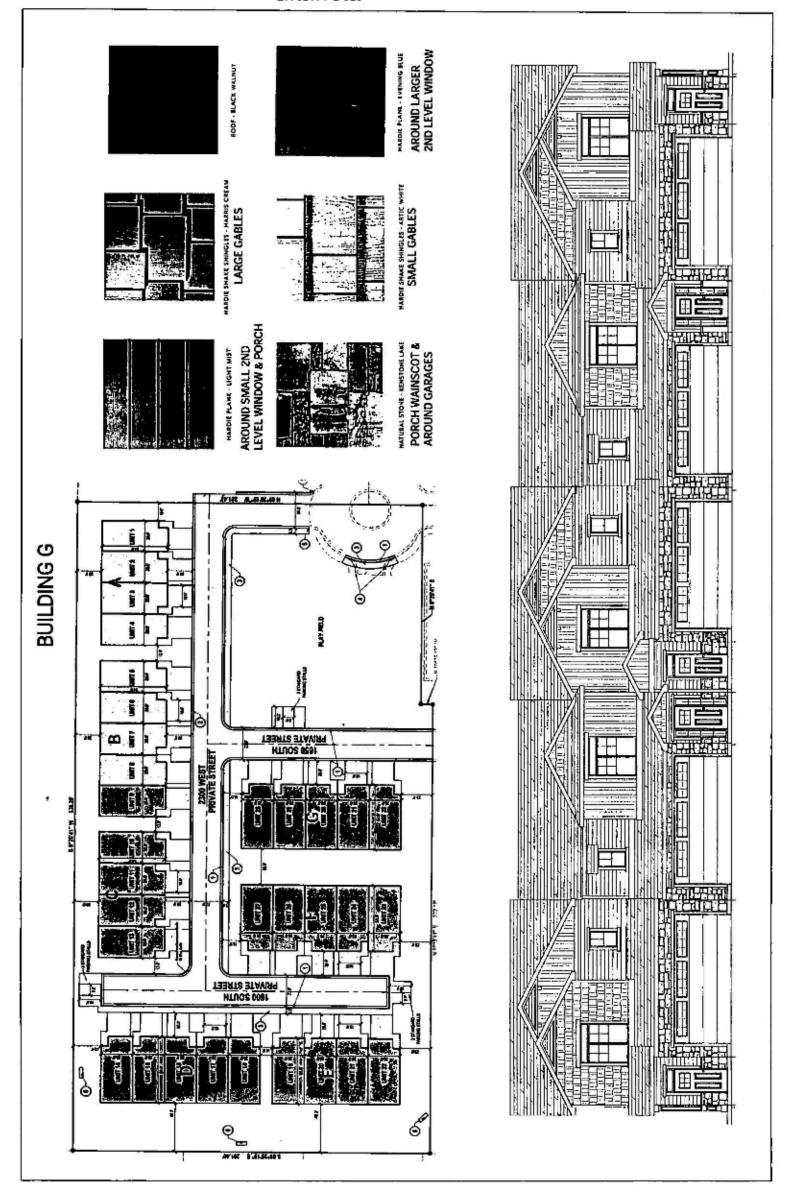


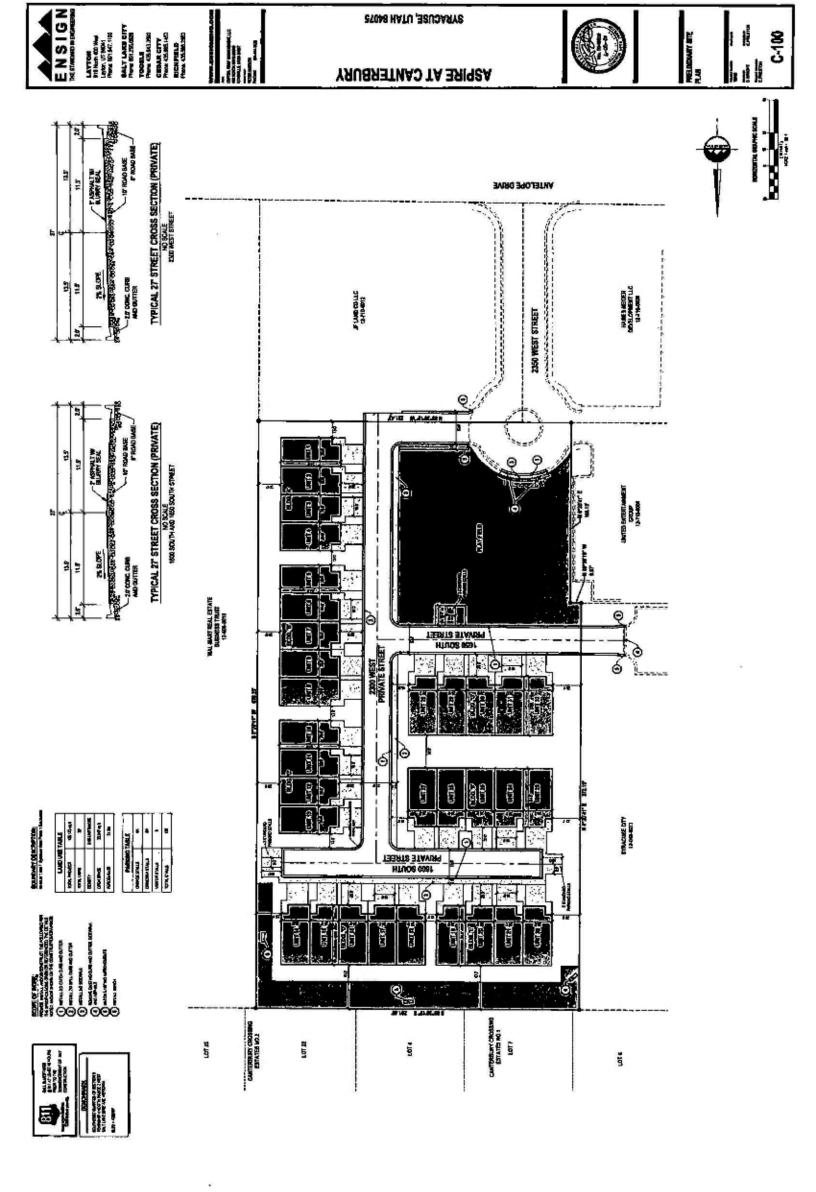












SYRACUSE, UTAH 84075

