

WORK SESSION-MARCH 2, 2022, 6:30 p.m.

Minutes of the Huntsville Town Council Work Session, held at the Huntsville Town Hall, 7309 East 200 South at 6:30 p.m. March 2, 2022, regarding the development agreement with CW Lands and the Weber County Sheriff's contract.

Attending: Lt. Ryan, TCM Bruce Ahlstrom, TCM Kevin Anderson, TCM Sandy Hunter, TCM Artie Powell, Mayor Richard L. Sorensen, Attorney Bill Morris

Mayor Sorensen welcomed those in attendance. (**Attachment #1**) This meeting is to address questions about the new WC Sheriff's contract which is going up from \$77,272.00 to \$82,955.00. Lt. Ryan stated the numbers are the proposed numbers based off a 60/40 split. Sixty percent is calls for service and 40% is population. Seven percent of the increase is for payroll increases seen in August. The increase in the contract is for 7.33%. Mayor Sorensen explained the increase was due to the wage wars between different law enforcement agencies. Weber County is still behind in wages. Both Roy and Ogden have increased their wages to attract more officers. Lt. Ryan stated the WC Sheriff's office is doing a good job of attracting officers with other incentives, including work hours and environment.

Lt. Ryan stated there are additional hours that the Upper Valley demands that are not included in the numbers presented. Huntsville is charged for a regular work week and not the additional hours that are required for the 4th of July or other events or crimes that demand additional hours.

TCM Bruce Ahlstrom wanted to know what is considered a Huntsville call. He is wondering if Cemetery Point calls are included in the Huntsville Incorporated calls. Lt. Ryan stated the calls are identified based on different areas of the Valley, including Pineview Reservoir. He described the process followed when receiving a call for 911 services. TCM Ahlstrom asked if the Forest Service contracts with the WC Sheriff's Office. Lt. Ryan stated they have deputies that work with the Forest Service, and they have a separate contract.

Lt. Ryan stated the WCSD still has good staffing. They are thinking about putting together a traffic unit for here in the Valley to address speed racers, etc.

TCM Sandy Hunter wanted to clarify with Lt. Ryan that the contract is for five years but the amounts for service are amended year to year. Lt. Ryan confirmed this statement. TCM Anderson asked if the terms and conditions in the contract were the same as they were for the 2017 contract. West Haven requested to have a meeting regarding the terms and conditions. Attorney Morris described the changes that were proposed. Reports would need to be forwarded to the cities and towns monthly or weekly. Some cities were not receiving reports. Currently, Huntsville is receiving reports. The second change in the terms of the contract was about active preventative policing. If you had a VIPs program or some type of community policing, those services would be provided at no extra cost. Attorney Morris reminded Huntsville officials to look for the disbursement of liquor funds in the contract. TCM Anderson asked for an explanation on how the liquor funds work.

Attorney Morris explained the State collects the liquor funds based on the number of liquor licenses we issue and the population of Huntsville. The funds are distributed through the County because Huntsville does not have its own police department. Attorney Morris stated the Huntsville Treasurer would need to check and see if the County is giving Huntsville credit for these funds. The funds are set aside for DUI stings and such. Since Huntsville is using the County Sheriff's department, the credit for these should be given on the Sheriff's fees. Sheree Evans, Huntsville Treasurer, checked on the funds received during the meeting and in 2019, Huntsville received \$1,400.

Plans were made to adopt the new Sheriff's contract at the March 17th meeting.

TCM Artie Powell asked Lt. Ryan about the police presence during the 4th of July celebrations. Lt. Ryan will arrange for law enforcement shifts during the day. TCM Powell requested that the traffic after the fireworks be directed to 100 South for exit and those entering Town, enter on 500 South. A wake-up call would be needed, and arrangements will be made to bring up equipment for participation in the parade.

Mayor Sorensen turned the time over to Attorney Morris regarding the CW Lands Development Agreement. **(See Attachment #2)** TCM Anderson asked Attorney Morris to address the Development Agreement with regards to the concessions made to the developer in the development agreement. TCM Anderson stated the annexation agreement was controversial because the developer was allowed many concessions in that agreement that were not in line with Huntsville Town code. TCM Anderson is fine with the development agreement so long as it does not go beyond what the original concessions were to the developer in the annexation agreement. He asked Attorney Morris to point out the areas where the development agreement goes beyond the Town code and explain why it would be in the best interest of the Town to make those concessions.

Attorney Morris asked the Town Council if the road should be public or private. TCM Hunter explained the A3 zone does not delineate whether frontage must be on a public or private road. The R1 zone states that the frontage for a home is required to be on a public street. She would like the development agreement to reflect the road be public. CW Lands would like the street to be private because of traffic. The traffic and status of the road was discussed, and the Town Council would like to propose the road have no gates but may remain private. In addition, the road could be closed to through traffic several times a year in times of heavy traffic.

Attorney Morris suggested and the Town Council agreed that pedestrian paths be added and open. There was a discussion about B&C road funds. Attorney Morris suggested that Huntsville contact the state and update their road mileage. Huntsville has added several roads including parts of 500 South in 2021's annexation. There have been several subdivisions also added to the Town's maintenance.

TCM Anderson suggested the agreement not be effective until final plat has been approved and accepted. He also stated that per the state subdivision code the TC must go through the planning approval process by looking at the provisions of the agreement with the Town Code line by line along with the Huntsville General Plan. Attorney Morris reviewed that CW Lands has requested the Town update its General Plan with the development concept from CW Lands

because the current concept in the general plan for those parcels are for commercial development. TC Hunter stated the PC is in the process of updating the General Plan.

Attorney Morris made the culinary water contingent upon payment of all fees and standards set by the Town engineer. He also added the septic approval and wetlands permits as part of the requirements for the development agreement. A clause to include the Ogden Valley Land Trust as the owner of the conservation easement was added. Mayor Sorensen will contact the Ogden Valley Land Trust to see if they can accommodate these lands.

TCM Anderson suggested that the density of the lots is not vested under the annexation agreement and suggested the same wording under the development agreement. He cited the example of UDOT compensating CW Lands for a round about with additional land for development or the wetlands accommodating more than the 21 lots. He would like to see no more than the code allows on a three-acre lot with a maximum of 21 lots.

TC Hunter suggested Attorney Morris add "single-family dwelling" language in the agreement and that language reflect what is currently in the R-1 zone

Single-family dwellings. 1. Only one single-family dwelling is allowed on an approved R-1 building lot. 2. No single-family dwelling or a portion thereof, shall be rented for a term less than 30 days.

There was discussion about the special service district. TCM Anderson like the wording of the annexation agreement. Attorney Morris will rewrite that section of the code. He will also rewrite the section regarding for the reimbursement of the costs of the engineers and the actual cost of the improvements. The road dedication sections will be rewritten to agree with the earlier section regarding the road being private with no gates.

Attorney Morris wanted to make sure the security section of the agreement was put back into the agreement. CW Lands has come before the Town Council intending to make all the improvements before final plat is approved. TC Anderson wants to make sure the financial incentives are there for CW Lands to finish the subdivision and the improvements. Attorney Morris will make sure they have to pay 10% warrantee which is the maximum allowed under the state code. In addition, he will add the costs incurred by the Town for engineering.


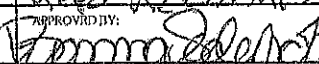
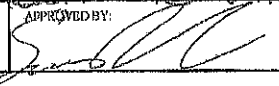
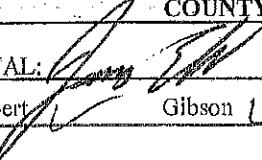
There was a provision for an agreement renewal at 10 years. Attorney Morris will take out this provision.

Meeting adjourned at 8:03 p.m.


Beckki Endicott, Recorder

WEBER COUNTY SUMMARY CONTRACT SHEET
CONTRACT NO. _____

The Originating Department and Preliminary Approval Sections must be completed BEFORE submitting contract for the agenda.

ORIGINATING DEPARTMENT			
TYPE OF CONTRACT: <input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Change Order to Contract #			
CONTRACTOR/VENDOR: HUNTSVILLE TOWN			
Address: 7309 E 200 S, PO BOX 267 HUNTSVILLE UT 84317			
Phone: 801-745-3420		Contact Person: MAYOR JIM TRUETT	
W-9 Attached <input type="checkbox"/> N/A <input type="checkbox"/>		Email: JIM.TRUETT@MILLERWELDS.COM	
CONTRACT TITLE: LAW ENFORCEMENT CONTRACT SERVICES			
PURPOSE: Interlocal Agreement to Provide Law Enforcement services to the City.			
# OF ORIGINALS ENCLOSED; at least 2 or 1/entity: 2		ALL ATTACHMENTS INCLUDED: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
EFFECTIVE DATE: 01-Jul-2017		TERMINATION DATE: 30-Jun-2022	
ORG: 10150000	OBJECT: 432048	PROJECT:	
AMOUNT BY YEAR: \$ 67888		<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Expenditures	<input type="checkbox"/> One-Time <input checked="" type="checkbox"/> Ongoing
COMMISSION PRESENTER + PHONE #: STEFFANI EBERT - 6704			
SPECIAL INSTRUCTIONS/COMMENTS:			
PRELIMINARY APPROVALS			
DEPARTMENT HEAD	APPROVED BY: 	DATE APPROVED: 6-21-17	RECOMMENDED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
COUNTY ATTORNEY	APPROVED BY: Reed RICHARDS	DATE APPROVED: 4-15-17	REVISIONS NECESSARY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
PURCHASING:	APPROVED BY: 	DATE APPROVED: 6-22-17	COMPLIES W/ PURCHASING POLICIES <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO N/A
COMPTROLLER:	APPROVED BY: 	DATE APPROVED: 6/22/17	BUDGET AVAILABLE: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO N/A
COMMENTS:			
COUNTY COMMISSION APPROVAL			
COMMISSION APPROVAL: 			DATE APPROVED: 6-27-17
VOTING RECORD: Ebert <input checked="" type="checkbox"/> Gibson <input checked="" type="checkbox"/> Harvey <input checked="" type="checkbox"/>			
COMMENTS:			
RETURN AN ORIGINAL CONTRACT TO THE CLERK/AUDITOR'S OFFICE AFTER ALL SIGNATURES HAVE BEEN OBTAINED			

**AGREEMENT BETWEEN HUNTSVILLE TOWN AND
WEBER COUNTY FOR LAW ENFORCEMENT SERVICES**

6-27-17

This Agreement is made and entered into pursuant to § 11-13-101, Utah Code Annotated, 1953, as amended, commonly referred to as the Interlocal Cooperation Act, by and between Weber County, a body corporate and politic of the State of Utah, hereinafter referred to as "County", and HUNTSVILLE TOWN, a municipal corporation of the State of Utah, hereinafter referred to as "City".

WITNESSETH

WHEREAS, City wants a safe and secure environment for its citizens, businesses and all others within the city boundaries; and

WHEREAS, City desires to make the most cost effective use of tax dollars to provide law enforcement services; and

WHEREAS, City feels that the Weber County Sheriff will provide excellent, cost effective law enforcement services within the City boundaries; and

WHEREAS, the Weber County Sheriff's Office is able and willing to provide the law enforcement services needed by City; and

WHEREAS, City and County have determined that it is mutually advantageous to enter into this Agreement for the Weber County Sheriff's Office to provide law enforcement services in the City; and

WHEREAS, it is agreed that the services provided will be paid for by City as hereinafter set forth and the respective entities have determined and agree that the amount set forth herein is reasonable, fair and adequate compensation for providing the described law enforcement services;

NOW THEREFORE, pursuant to the Utah Interlocal Cooperation Act the parties hereby agree as follows:

**SECTION ONE
AGREEMENT**

- 1.01** The County, through the Weber County Sheriff's Office agrees to furnish law enforcement services and to enforce State laws and City ordinances within the corporate limits of City, to the extent and in the manner hereinafter set forth.

- 1.02** This Agreement terminates and supersedes any existing law enforcement service agreement, whether oral or written, between the parties.
- 1.03** The concepts set forth in the above recitals are recognized and incorporated as an integral part of this agreement.

SECTION TWO SCOPE OF SERVICES

- 2.01** The Weber County Sheriff's Office will furnish all necessary equipment and personnel for the investigation and enforcement of State laws and City ordinances, and will conduct traffic enforcement, felony investigations, follow-up investigations, as well as any other services in the field of public safety that are within the legal power and ability of the Sheriff to provide.
- 2.02** The personnel and equipment furnished by the Sheriff will provide an active field force on duty on behalf of the City, providing direct services 24 hours per day, 365 days per year.
- 2.03** The County will designate a deputy and/or an appropriate supervisor as the liaison to the City for the purpose of coordinating the activities of the Sheriff's Office, attending staff and City Council meetings as reasonably requested, and to oversee the delivery of police services under this agreement.

SECTION THREE SPECIAL EVENTS

- 3.01** The Sheriff will respond, upon request, to special law enforcement situations that may arise from time to time within the City for traffic enforcement of special events, celebrations or parades, protection from vandalism and such other special law enforcement help that is normally provided to the residents of the unincorporated areas of the County.

SECTION FOUR EQUIPMENT AND OTHER FACILITIES

- 4.01** The County will furnish all necessary labor, supervision, equipment, communications facilities, uniforms, badges, firearms and other items of equipment reasonably necessary to provide the services described herein.

**SECTION FIVE
AUTHORITY AND EMPLOYMENT STATUS**

- 5.01** For purposes of liability, County officers or employees shall not be deemed to be City officers or employees except as more fully specified in this Agreement. All law enforcement officers employed by the County to perform duties under the terms of this Agreement shall be County employees, and shall have no right to any City pension, civil service, or any other City benefit for services provided hereunder. The County will have full supervision authority over all persons employed to carry out the requirements of this agreement.

**SECTION SIX
INDEMNIFICATION BY THE CITY**

- 6.01** The City shall be responsible for all damages to persons or property that occur as a result of the negligence or fault of the City in connection with the performance of this Agreement. The City shall also defend and indemnify the County for all claims and expenses that arise out of the enforcement of a City Ordinance that is deemed to be unlawful or unconstitutional.

**SECTION SEVEN
INDEMNIFICATION BY COUNTY**

- 7.01** The County shall be responsible for all damages to persons or property that occur as a result of the negligence or fault of the County in connection with the performance of this Agreement. The County shall indemnify and hold the City free and harmless from all claims that arise as a result of the negligence or fault of the County, its officers, agents and employees. In the event that the City or any of its officers or employees are named as co-defendants with the County or any of its offices or employees in any civil action based upon the delivery of services under the terms of this Agreement, the County agrees to undertake the defense of the City or any of its officers or employees so named under a reservation of rights agreement until such time as they have been successfully dismissed from the action or it has been determined by the County that a conflict of interest exists, at which time City will be notified of its duty to independently undertake and pay for the defense of the City or its officer or employee named as a co-defendants in such civil actions.

**SECTION EIGHT
RESPONSIBILITY FOR SALARY AND BENEFITS**

- 8.01** The City shall not assume any liability for the payment of any salaries, wages, employment benefits or other compensation to any County personnel performing services hereunder for the City and will not assume any other employment related liability except as provided for in this Agreement.
- 8.02** The City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment, unless otherwise provided herein, and the County hereby agrees to hold the City harmless against any such claim.

**SECTION NINE
PERIOD OF AGREEMENT**

- 9.01** Unless sooner terminated as provided for herein, this Agreement shall be effective 12:01 a.m., July 1, 2017 and shall run for a sixty (60) month period until 12 midnight June 30, 2022. The Sheriff shall be the administrator of this Agreement.
- 9.02** In the event the City desires to extend this Agreement for a succeeding five year period, the City Council, by March 31st of the year of the expiration date of this Agreement, shall notify the Board of County Commissioners that it wishes to renew the agreement, whereupon the Board of County Commissioners, not later than April 15th, shall notify the City Council in writing of its determination concerning the renewal for an additional five year period together with any readjusted rates for the new extended agreement and a new agreement shall be executed. If these notifications are not made, this agreement shall terminate at the end of the five-year period.
- 9.03** Notwithstanding the provisions of this Section, either party may terminate this Agreement at any time by giving 180 days prior written notice to the other party.

**SECTION TEN
COST OR PAYMENT**

- 10.01** The City agrees to pay to the County the amount set forth in Attachment A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this agreement. The amount listed on Attachment A includes, but is not limited to: salary, benefits, uniform costs, training, overtime, supervision, supplies, communications equipment, fleet/motor pool expenses, system services, insurance, crime scene investigations, equipment, and associated administrative/support staff costs. An annual adjustment may be deducted from the amount billed to the City for any State Beer Tax Funds collected by the County on behalf of the City.

- 10.02** The City shall remit one quarter (1/4) of the contract amount to the Weber County Sheriff's Office, 721 West 12th Street, Ogden, UT 84404, within 20 days after the close of each calendar quarter. If such payment is not remitted to the County Sheriff when due, County is entitled to recover interest thereon as well as the contract amount. Interest shall be at the rate of twelve percent (12%) per annum.
- 10.03** The rates set forth in Attachment A may be renegotiated, at the request of either party prior to July 1st of each year of this Agreement, to reflect the current cost of the provided services in accordance with the policies and procedures for the determination of such rate as adopted by the Board of County Commissioners and agreed to by City.
- 10.04** The compensation paid by the City to the County pursuant to this Agreement shall be used only for the services provided pursuant to this Agreement, and County shall not have the authority or right to use such funds for other purposes. Further, the County agrees not to offset the Sheriff's present or future budget because of the compensation paid pursuant to this Agreement.

SECTION ELEVEN REPORTS AND RECORDS

- 11.01** Records will be maintained of all law enforcement activity and services in the city and the records will be accessible to the City at all reasonable times. The Sheriff's Office will prepare an annual report of law enforcement efforts in the City and will review the report with the City Council each year at one of the Council's regular meetings.

SECTION TWELVE PROBLEM RESOLUTION

- 12.01** The City's Mayor, City Council or other designated representatives, shall have the right upon request to meet and confer with the Sheriff, and/or his designated contract representatives, to discuss any problems arising from the Sheriff's Office performance or the individual deputies performing services under this Agreement, the costs for future periods under this contract, or any other issues related to this contract.

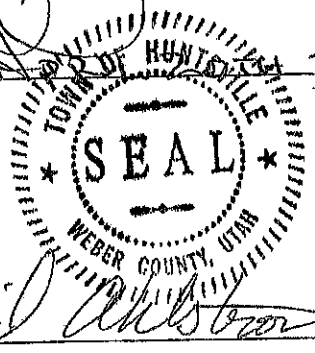
IN WITNESS WHEREOF HUNTSVILLE City, by resolution duly adopted by its City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Weber, by resolution of its Board of County Commissioners, has caused this Agreement to be signed by the Chairman of said Board and attested by its Clerk, all on the day and year appearing below their respective signatures.

HUNTSVILLE TOWN

By [Signature]
Mayor
Date June 27, 2017

ATTEST:

[Signature]
City Recorder



Approved as to form and for compliance
with state law:

[Signature]
City Attorney

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By [Signature]
James Ebert, Chair

Date June 27, 2017

ATTEST:

[Signature]
Weber County Clerk/Auditor

Approved as to form and for
compliance with state law:

[Signature]
Weber County Attorney's Office

RESOLUTION NO. 2017-04-20

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT
BETWEEN HUNTSVILLE TOWN AND WEBER
COUNTY FOR LAW ENFORCEMENT SERVICES**

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, Title 11, Chapter 13, Section 202.5 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving Interlocal agreements before such agreements may become effective; and

WHEREAS, Weber County and HUNTSVILLE TOWN have negotiated an Agreement for the purpose of providing law enforcement services in the TOWN of HUNTSVILLE;

NOW THEREFORE, the City Council of HUNTSVILLE TOWN hereby resolves to enter into the attached Interlocal Agreement with Weber County for the purposes authorized in the Interlocal Agreement, and the Interlocal Agreement is hereby approved. The Mayor of HUNTSVILLE TOWN is authorized and directed to execute the Interlocal Agreement for and on behalf of the City.

DATED this 20th day of April 2017

HUNTSVILLE TOWN

By [Signature]
Vote of City Council

Yes No

<input checked="" type="checkbox"/>	—	Council Member Mike Engstrom
<input checked="" type="checkbox"/>	—	Council Member Bill Wanggard
<input checked="" type="checkbox"/>	—	Council Member Doug Allen
<input checked="" type="checkbox"/>	—	Council Member Bill White
—	—	
—	—	

Mayor/Council Chair

Yes No

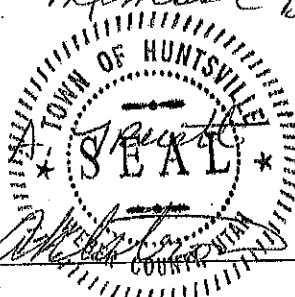
☒ —

James

ATTEST:

[Signature]

City Recorder



2022-2023 Contract Cities Allocation Calculation

Total Cost \$ 11,726,385
 General Fund 39% 31 from general fund/80 total
 Contract City Cost Burden \$ 7,182,411
 # Deputies 80
 Avg. Adjusted FTE Cost \$ 146,580

US Census

	2020		2019-2020		Year End 2020	
	Population %	Calls/Svc %	Tax Val %	Population	Calls/Svc	Taxable Value
Farr West	11.03%	9.08%	9.29%	7,691	3,018	\$ 693,944,446
Hooper	13.03%	7.38%	8.23%	9,087	2,452	\$ 614,724,215
Huntsville	0.93%	1.31%	1.13%	648	434	\$ 84,297,118
MSL	3.06%	7.16%	4.41%	2,135	2,382	\$ 329,135,821
Plain City	11.23%	6.23%	7.42%	7,833	2,070	\$ 554,025,872
Uintah	1.96%	2.53%	1.55%	1,367	842	\$ 115,740,914
Washington Terrace	13.29%	17.77%	7.39%	9,267	5,908	\$ 552,321,017
West Haven	24.01%	25.18%	18.27%	16,739	8,373	\$ 1,365,062,423
Unincorporated	21.46%	23.36%	42.31%	14,963	7,767	\$ 3,160,568,896
	100.00%	100.00%	100.00%	69,730	33,246	\$ 7,469,820,722

	2022/23 Cost	2021/22 Cost
Farr West	\$ 708,081	\$ 651,132
Hooper	\$ 692,232	\$ 651,825
Huntsville	\$ 82,955	\$ 77,272
MSL	\$ 396,727	\$ 360,767
Plain City	\$ 591,049	\$ 548,048
Uintah	\$ 165,465	\$ 154,101
Washington Terrace	\$ 1,147,625	\$ 1,071,704
West Haven	\$ 1,775,001	\$ 1,635,833
Unincorporated	\$ 1,623,276	\$ 1,521,253
	\$ 7,182,411	\$ 6,671,934

% Change	\$ Change
8.75%	\$ 56,949
6.20%	\$ 40,406
7.35%	\$ 5,683
9.97%	\$ 35,960
7.85%	\$ 43,001
7.37%	\$ 11,364
7.08%	\$ 75,921
8.51%	\$ 139,169
6.71%	\$ 102,024
7.65%	\$ 510,476.64

7.22% of the 7.65% increase is pay,

Quarterly	2022/23 Cost
Farr West	\$177,020
Hooper	\$173,058
Huntsville	\$20,739
MSL	\$99,182
Plain City	\$147,762
Uintah	\$41,366
Washington Terrace	\$286,906
West Haven	\$443,750
Unincorporated	\$405,819
	\$1,795,603

2022/23 Formula			
Population	Calls/Svc	Other	
40%	60%	0%	
\$ 316,879	\$ 391,202	\$ -	-
\$ 374,396	\$ 317,836	\$ -	-
\$ 26,698	\$ 56,256	\$ -	-
\$ 87,965	\$ 308,762	\$ -	-
\$ 322,730	\$ 268,320	\$ -	-
\$ 56,322	\$ 109,143	\$ -	-
\$ 381,812	\$ 765,813	\$ -	-
\$ 689,668	\$ 1,085,333	\$ -	-
\$ 616,495	\$ 1,006,782	\$ -	-
\$ 2,872,964	\$ 4,309,446	\$ -	-

2022/23	2022/23
Cost/Resident	Cost per Call
\$ 92.07	\$ 234.62
\$ 76.18	\$ 282.31
\$ 128.02	\$ 191.14
\$ 185.82	\$ 166.55
\$ 75.46	\$ 285.53
\$ 121.04	\$ 196.51
\$ 123.84	\$ 194.25
\$ 106.04	\$ 211.99
\$ 108.49	\$ 209.00

roll increase

WHEN RECORDED, RETURN TO:
CW The Sage, LLC
Attn: Legal Department
1222 W. Legacy Crossing Blvd., Ste. 6
Centerville, UT 84014

Affecting Parcel No(s): _____

Commented [DM1]: Need to fill in the parcel number(s).

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the Effective Date (defined below), by and between Huntsville Town, a municipal corporation of the State of Utah ("Town") and CW The Sage, LLC, a Utah limited liability company, or its permitted assigns ("Developer"). Town and Developer may be referred to herein individually as a "Party" or collectively, as the "Parties".

Commented [DM2]: This is a valid, active domestic LLC currently registered with the Utah Division of Corporations.

RECITALS

A. Developer is the owner of approximately seventy-three (73) acres of real property located in the Town, as is more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Property").

B. The Property was annexed into the Town pursuant to that certain *Annexation Agreement for Property Located at Huntsville Town, Weber County, Utah* (the "*Annexation Agreement*") and is currently zoned Agricultural Zone A-3 (the "*A-3 Zone*") under the Town's existing zoning ordinances. Developer desires to develop upon the Property a maximum of twenty-one (21) three-acre minimum single-family lots ("*Project*") consistent with the Agricultural Zone A-3 zoning ordinance.

C. Developer or its assignee shall design, develop, and construct common improvements within the Project in accordance with (i) applicable laws, rules, ordinance, and regulations, including the Town's zoning ordinance in effect on the date on which this Agreement is approved by the Huntsville Town Council, and (ii) the terms and provisions of the Annexation Agreement.

D. The Town has the authority to enter into this Agreement pursuant to Utah Code Ann. ("*Utah Code*") Section 10-9a-102(2) and relevant provisions of the zoning ordinance, and the Town desires to enter into this Agreement with the Developer for the purpose of establishing specific rights and obligations, in addition to those already vested in the Property through the Annexation Agreement or otherwise, of the Town and the Developer with respect to the Project in accordance with the terms and conditions of this Agreement.

E. This Agreement is consistent with the zoning ordinance and satisfies the requirement for the Town and the Developer to enter into a mutually acceptable development agreement.

F. The Parties intend to be bound by the terms of this Agreement as set forth herein.

AGREEMENT

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 Town and the Developer hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

1-2. **Purpose.** The purpose of this Agreement is for the subdivision and development of land as legally described in Exhibit "A" and referred to as the "Subdivision" to be developed according to the terms of this Agreement.

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2-3. **Zoning.** The Property shall be developed in accordance with the requirements of (i) the Annexation Agreement; (ii) the A-3 Zone and the Town Code and all other applicable land use regulations, standards, and specifications of the Town in effect as of the Effective Date of this Agreement ("**Town Land Use Regulations**"); (iii) the Concept Plan (subject to changes that may be made to such Concept Plan in the manner described herein); and (iv) this Agreement. The Town Council has reviewed this Agreement and determined that it is consistent with and conforms to the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§10-9a-101, *et seq.*, the zoning ordinance, and the Huntsville Town General Plan, and that it provides for and promotes the health, safety, welfare, convenience, aesthetics, and general good of the community as a whole. The parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to the terms of, Utah Code Ann. §10-9a-102(2).

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3.4. **Governing Standards and Guidelines.**

a. **Generally.** Subject to any deviations or modifications herein, the (i) Annexation Agreement; (ii) Concept Plan; (iii) A-3 Zone and Town Land Use Regulations; and (iv) this Agreement establish the development rights for the Project, including the general use, maximum residential density, intensity and general configuration for the Project ("**Governing Standards and Guidelines**"). All Developer submissions must comply with the Governing Standards and Guidelines Town Code, the Annexation Agreement, and this Agreement. Any standards not addressed in this Agreement shall follow Town Land Use Regulations Town regulations and standards. Subject to the terms of this Agreement and the zoning ordinance, variations to the Concept Plan, such as exact building locations, exact locations of open space and parking, location of residential lots and units, and changes to building size may be varied by the Developer with Town Council or Planning Commission approval.

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b. **Right-of-Way.** The sixty-six foot (66') right-of-way located within the development, and graphically depicted on the Concept Plan, shall be constructed and comply with all Town Land Use Regulations Town standards and specifications (the "**Right-of-Way**"). Additionally, the Project's homeowners' association shall be responsible for the ongoing maintenance, repair, and general upkeep of the Right-of-Way right-of-way including, without limitation, snow removal and gates at the ingress / egress points of the Right-of-Way right-of-way (collectively, the "Gates"). The Parties acknowledge that Developer shall have the right to install and maintain the Gates; provided, however, Developer shall cause the sidewalk / trail to remain open and accessible to the general public for pedestrian access and connectivity through the Project. In the event the homeowners' association fails to maintain the Right-of-Way right-of-way to Town Land Use Regulations Town standards, the Town may provide written notice of such failure and a reasonable cure period to remedy the identified deficiencies. If the homeowners' association has failed to remedy the identified deficiencies to Town Land Use Regulations Town standards, then, upon expiration of the applicable cure period, the Town may file a "Notice of Dedication" of the Right-of-Way and may create a special service district (as defined in Utah Code Ann. §17D-1-102(1)), or successor statute, to fund maintenance of the Right-of-Way right-of-way.

Commented [BM4]: I need guidance from the Town on private versus public road.

c. **Pedestrian Trail.** Developer shall install a ~~pedestrian~~pedestrian sidewalk / trail along 500 South on the North side of the Right-of-Way (the "~~Pedestrian~~**Pedestrian Trail**"). The Pedestrian Trail shall be constructed pursuant to Developer's construction drawings and design standards and specifications approved by the Town.

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e.d. **Culinary Water.** Culinary water shall be provided by the Town subject to...

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Commented [BM5]: Guidance from Town on specifications for culinary water connection.

e. **Secondary Water.** The Project is located within the service boundary of the Huntsville Irrigation Water Company (the "**Water Company**"). As such, Developer and the Water Company will finalize plans for Developer to connect to the Water Company's system for secondary water service. The Developer acknowledges that it shall not be entitled to connect to the Town's secondary water system nor shall Developer be obligated to pay any costs, fees, expenses, or other liabilities associated with the Town's secondary water system as a condition of development of the Project. Developer shall have no right to use culinary water for secondary or irrigation purposes. No culinary water shall be used as secondary water or for any irrigation purposes in the Subdivision.

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f. **Septic.** The Weber Morgan Health Department is responsible for the issuance of all septic permits for the disposal of wastewater and the Town and Developer shall comply with the same.

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d.g. **Wetlands.** All applicable regulations of the Army Corps of Engineers shall be followed with regards to the Project and preserved with an appropriate Conservation Easement.

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4.5. Vested Rights and Reserved Legislative Powers.

a. **Vested Rights.** To the maximum extent permitted under the laws of the Town, the State of Utah and the United States, the parties hereto intend that this Agreement grants to Developer the right to develop the Project, as outlined in and subject to the requirements set forth in this Agreement, without modification or interference by the Town (collectively, the "**Vested Rights**"). The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity. The parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. §10-9a-509.5.

b. **Applicable Development Regulations.** Neither the Town nor any department or agency of the Town shall impose upon the Project (whether by initiative, or other means) any ordinance, resolution, rule, regulation, standard, directive, condition or other measure (each, a "**New Law**") that reduces or impacts the development rights provided by this Agreement or by the Vested Rights. Without limiting the generality of the foregoing, any New Law shall be deemed to conflict with this Agreement and/or the Vested Rights if it would accomplish any of the following results in a manner inconsistent with or more restrictive than Applicable Law, either by specific reference to the Project or as part of a general enactment that applies to or affects the Project: (i) change any land uses or permitted uses of the Project; (ii) limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner so long as all applicable requirements of this Agreement, the zoning ordinance are satisfied; or (iii) apply to the Project any New Law otherwise allowed by this Agreement that is not uniformly applied on a Town-wide basis to all substantially similar types of development projects and project sites with similar land use designations. Notwithstanding the foregoing, if Developer considers any New Law to be beneficial to the Project, this section does not require Developer to comply with the superseded ordinance, but rather in such cases, Developer may with Town approval, which approval may not be unreasonably withheld, conditioned, or delayed, elect to request that the New Law apply to the Project.

c. **Reserved Legislative Powers.** The Developer acknowledges that the Town is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the Town all of its police power that cannot be so limited. Notwithstanding the retained power of the Town to enact such legislation of the police powers, such legislation shall not modify the Developer's ~~Vested Rights~~ ^{vested right} as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 10-9a-509.5 of the Municipal Land Use, Development, and Management Act, its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

d. **Indemnification.** Developer shall, at all times, protect, indemnify, ~~save~~ ^{harmless and defend} the Town and its agents, employees, officers and elected officials from and against any and all claims, demands, judgments, expense, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to the failure to completely adhere to the Governing Standards and Guidelines, by Developer, Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this Agreement. Nothing in this provision shall be deemed to limit or impair Developer's rights or claims for contribution, indemnification or relief against Developer's contractors, subcontractors, or suppliers. Unless otherwise provided by this Agreement, Developer shall not be required to indemnify, hold harmless, or defend the Town from any claims or liabilities caused by, or resulting from, any actions or failures to act by the Town or its agents, employees, officers, or contractors.

Commented [DM6]: Added this indemnification clause to protect the Town.

e.e. **Referendum.** In the event of a referendum for the approval of this Agreement or the zoning ordinance, and if the Town in its sole discretion, subsequent to the approval of this Agreement, elects to defend against a Referendum (includes a referendum or similar ballot measure), the Developer shall reimburse Town's attorney's fees, court costs, and any related costs of defending against the Referendum. The Developer's obligation to indemnify the Town during any defense of a Referendum shall be reimbursed within ten (10) days of the Town providing notice to Developer of the Town's receipt of a periodic or final invoice, a judgment, a settlement, or other obligation by the Town. Developer's obligation to indemnify against the costs of defense shall exist regardless of the outcome of the Referendum or decisions to modify or withdraw the approval.

Commented [DM7]: Added this referendum provision to protect the Town.

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5-6. Special Assessment Areas, Limited Purpose Governmental Entities, Public Infrastructure Districts, Interlocal Agreements and Community and Economic Development Areas.

a. **Other Limited Purpose Governmental Entities.** Subject to the completion of necessary feasibility studies, as mutually agreed by the Town and Developer and conducted by an independent consultant, with expertise, jointly selected by the Town and the Developer and funded by the owner, that identifies the benefits and obligations to the Town and the Developer, the Town agrees:

i. To discuss and cooperate with the Developer regarding establishing one or more special service districts, improvement districts, service areas, or other limited purpose governmental entities, as provided and authorized by Utah law, for the purposes of providing required services to the Project, or portions thereof.

ii. Such special service districts, improvement districts, service areas, or other limited purpose governmental entities may be established with respect to the Property for street maintenance; provided, however, any and all such service districts or areas shall not create any financial liabilities for the Town, except as may be expressly authorized by the Town at the time of their creation.

iii. To reserve its rights under applicable Utah law to decide whether to exercise its authority to establish formally any special service districts, improvement districts, service areas, or other limited purpose governmental entities for the Property, or any portion thereof, which rights shall not be unreasonably exercised.

iv. The Town agrees not to protest the establishment of any special service district, improvement district, service area, or other limited purpose governmental entity, that includes the Property and other property included with the consent of the owner(s) thereof determined necessary by the Developer, and directed to the benefit of the Property so long as such district or area does not create any financial liabilities for the Town, except as may be expressly authorized by the Town.

6.7. Town Obligations.

a. **Approval.** The Town shall grant final subdivision plat approval for the attached Final Plat for the Subdivision attached as Exhibit "B" and incorporated herein which shall be recorded with the Weber County Recorder, subject to minor adjustments as may be required by the Town Engineer and/or Weber County.

b. **Improvements.** The Town Engineer shall prepare an itemized cost estimate of all improvements in the Subdivision referred to as the "Engineer's Cost Estimate". The Engineer's Cost Estimate shall be the basis for the total cost of the Subdivision improvements plus a ten (10) percent contingency to account for the "Improvements" related to this Subdivision. The Town Engineer may include any fees owned to Town related to the Subdivision as part of the Engineer's Cost Estimate, including but not limited to planning, inspection, and engineering fees that the Town will incur during the course of the construction of the Subdivision through final acceptance of the improvements. The Engineer's Cost Estimate shall be attached as Exhibit "C" and incorporated herein.

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a.c. **Acceptance.** The Town may at its sole discretion accept improvements intended for public use and constructed by Developer, or Developer's contractors, subcontractors, agents or employee, if the improvements meet Town Land Use Regulations Town standards applicable to the Project at the time of acceptance through the subdivision dedication process. Following such approval by the Town, the Town shall be solely responsible for all accepted improvements.

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b.d. **Dedication.** The roads in the Project shall may be dedicated as public roads, unless the Developer elects in its discretion to consider any road private. Subject to the Town's step-in rights established in Section 3(bd) herein, if Developer considers any road private, then the Town shall not be obligated to maintain such road.

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Commented [DM8]: Is the correct section number? What are "step-in rights"? Is it when the Town can step in and create a special service district to maintain the roadway?

7.8. **Default.** An "Event of Default" shall occur under this Agreement if any party fails to perform its obligations hereunder when due and the defaulting party has not performed the delinquent obligations within ninety (90) days following delivery to the delinquent party of written notice of such delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 90-day period, a party shall not be in default so long as that party commences to cure the default within that 90-day period and diligently continues such cure in good faith until complete.

Commented [BM9]: Town here again needs to address the public versus private road issue.

Prior to either party exercising any default remedies set forth in Section 7(a) below, the non-defaulting party hereby agrees to meet and confer with the defaulting party to explore and determine, in good faith, a mutually acceptable resolution to cure the default or an acceptable plan to cure the default in the future.

a. **Remedies.** Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to exercise all of the following rights and remedies against the defaulting party:

i. All rights and remedies available at law and in equity, including injunctive relief, specific performance, and termination, but not including damages or attorney's fees.

ii. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or development activity pertaining to the defaulting party as described in this Agreement until such default has been cured.

iii. The right to draw upon any security posted or provided in connection with the Property or Project by the defaulting party.

The rights and remedies set forth herein shall be cumulative.

8.9. 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, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer: CW Land Co., LLC
Attn: Colin Wright
1222 W. Legacy Crossing Blvd., STE 6
Centerville, Utah 84014
colin@cw.land

With a copy to: CW Development Group, LLC
Attn: Tony Hill
1222 W. Legacy Crossing Blvd., STE 6
Centerville, Utah 84014
tony@cw.land

To the Town: Beckki Bendicott, Town Clerk
PO Box 267
Huntsville, Utah 84317
bendicott@huntsvilletown.com

Commented [DM10]: Need to fill in contact information here.

With a copy to:

9.10. Payment of Fees.

a. **General Requirement of Payment of Fees.** Developer and/or a subdeveloper shall pay to the Town all fees in amounts and at times specified in the Town Land Use Regulations/zoning ordinances.

b. **Infrastructure Built by Developer.** Upon application to and approval of the Town, Developer may, from time to time, install and construct portions of the infrastructure specified in the Concept Plan or otherwise approved by the Town, which are system improvements under the Utah Impact Fees Act. The Town shall comply at all times with Utah Impact Fees Act shall constructed the Improvements set forth in the Engineer's Cost Estimate. The Town may only impose those fees and assessments lawfully adopted by the Town.

c. **Reimbursement for "Upsizing".** The Town shall not require Developer to "upsized" any public improvements (i.e., to construct the improvements to a size larger than required to service the Project) unless the Town agrees to compensate Developer for the pro rata costs incurred as a result of such upsizing. Compensation to Developer for any "upsizing" of the public improvements shall be agreed to by Developer and the Town as a part of a customary reimbursement agreement which may be entered into by such parties.

11. Security

a. **Financial Guarantee.** To secure the performance of his obligations hereunder, contemporaneous with recording the final plat, the Developer shall make a Cash Deposit ("Financial Guarantee") to be held in Escrow. The Financial Guarantee shall be established by an Escrow Agreement. The Financial Guarantee is to be in the amount specified in the Improvements based upon the Engineer's Cost Estimate, excluding Improvements completed prior to recording. The Financial Guarantee shall include the ten (10) percent contingency for a one year period known as the "Warranty Period" of the Subdivision and may be used in the event that any of the Improvements fail or otherwise do not meet the Town Land Use Regulations. The Financial Guarantee will be payable to the Town at any time upon presentation of:

- i. A sight draft drawn on the issuing Escrow in the amount to which the Town is entitled to draw pursuant to the terms of this Agreement or the Escrow Agreement; or
- ii. A request executed by the Town Attorney or Town Clerk stating that the Town is entitled to make a draw or Developer is in default under this Agreement;
- iii. A request by the Town for reimbursement of fees assessed or incurred by the Town related to the Subdivision.

b. **Warranty.** The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of one (1) year from the date that the Town accepts the Improvement when completed by the Developer and as requested by the Developer for conditional acceptance as provided by law.

c. **Completion Periods.** The Developer shall commence work on the Improvements within (1) one year from the Effective Date of this Agreement, and complete the Improvements, each and every one of them, within two (2) years from the Effective Date of this Agreement.

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40.12. General Term and Conditions.

a. **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

b. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a "successor" includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party's submission of land use applications to the Town relating to the Property or the Project.

c. **Non-Liability of Town Officials and Employees.** No officer, representative, consultant, attorney, agent or employee of the Town shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the Town, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

d. **Third Party Rights.** Except for the Developer, the Town and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express intended beneficiaries of this Agreement, this Agreement shall not create any rights in and/or obligations to any other persons or parties. The parties acknowledge that this Agreement refers to a private development and that the Town has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the Town has accepted the dedication of such improvements.

e. **Further Documentation.** This Agreement is entered into by the parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The parties agree to negotiate and act in good faith with respect to all such future items.

f. **Relationship of Parties.** This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the Town and the Developer.

g. **Agreement to Run With the Land.** This Agreement shall be recorded in the office of the Weber County Recorder against the Property and is intended to and shall be deemed to run with the land and individual parcels, and shall be binding on and shall benefit all successors in the ownership of any portion of the Property. No later than ten (10) days after the Town enters into this Agreement, the Town shall cause the same to be recorded in the office of the Weber County Recorder.

h. **Performance.** Each party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of the final plat, certificates of occupancy or other approvals associated therewith.

i. **Applicable Law.** This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

j. **Construction.** This Agreement has been reviewed and revised by legal counsel for both the Town and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

k. **Consents and Approvals.** Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the Town shall be given or withheld by the Town in compliance with this Agreement and the Town Ordinances.

l. **Approval and Authority to Execute.** Each of the parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

m. **Estoppel Certificate.** If no default has occurred in the provisions of this Agreement and upon ten (10) days prior written request by Developer or a subdeveloper, the Town will execute an estoppel certificate to any third party, certifying that Developer (or a subdeveloper), as the case may be, at that time is not in default of the terms of this Agreement.

n. **Termination.**

i. Notwithstanding anything in this Agreement to the contrary, the term of this Agreement shall be until ten (10) years after this Agreement is recorded (unless earlier terminated or modified by written amendment as set forth below); provided, that if on such ten (10) year date, the Developer has not been notified by the Town of any default hereunder, or in any default is in the process of being cured as provided herein, then the term shall automatically extend for another ten (10) years. Thereafter, the Term may be extended by mutual agreement of the parties.

ii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the Town and the defaulting party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

11-13. Assignability. The rights and responsibilities of Developer under this Agreement may not be assigned in whole or in part by Developer without the prior written consent of the Town, which consent shall not be unreasonably withheld, conditioned, or delayed. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

12-14. Sale or Conveyance. If Developer sells or conveys parcels of land, the lands so sold and conveyed shall bear the same rights, privileges, intended uses, configurations, requirements, and density as applicable to such parcel and be subject to the same limitations and rights of the Town as when owned by Developer and as set forth in this Agreement without any required approval, review, or consent by the Town except as otherwise provided herein.

13.15. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

14.16. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

15.17. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; pandemics or epidemics; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

16.18. Integration. This Agreement constitutes the entire understanding and agreement between the parties, and supersedes any previous agreement, representation, or understanding between the parties relating to the subject matter hereof; provided however, that the zoning ordinance and the Town Master Plan shall govern the procedures and standards for approval of each subdivision and public improvement.

17.19. Remedies/Costs of Enforcement. Either party hereto may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement. In the event of an Event of Default by Developer or in the event of a default hereunder by the Town, that party shall be liable for all reasonable costs and expenses incurred by the other parties enforcing the provisions of this Agreement, whether or not legal action is instituted.

18.20. Amendment. This Agreement may be amended only in writing signed by the parties hereto. All amendments to this Agreement shall be considered by the Town Council if and as applicable in accordance with the requirements and procedures set forth in the zoning ordinance. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in any specific lot, unit or other portion of the Project.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their respective, duly authorized representatives as of the ____ day of February, 2022 (the "Effective Date").

TOWN:

HUNTSVILLE TOWN

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF UTAH)
 §
COUNTY OF WEBER)

On this ____ day of _____, 2022, personally appeared before me _____, the Mayor and authorized signer of Huntsville Town, whose identity is personally know to me, or proven on the basis of satisfactory evidence, to be the person who executed this Development Agreement on behalf of Huntsville Town, and who duly acknowledged to me that she / he executed the same for the purposes therein stated.

(Notary Public)

(Seal)

[Developer Signature and Acknowledgement Page Follows]

DEVELOPER:

CW The Sage, LLC,
a Utah limited liability company

By: _____
Name: _____
Title: Authorized Representative

STATE OF UTAH)
 §
COUNTY OF DAVIS)

On the ____ day of _____, 2022, personally appeared before me
_____, who being by me duly sworn, did say that she / he is the
Authorized Representative of CW The Sage, LLC, a Utah limited liability company, and
that the within and foregoing instrument was signed on behalf of said CW The Sage, LLC
with proper authority and duly acknowledged to me that he executed the same.

(Notary Signature)

(Seal)

EXHIBIT A

Legal Description of the Property

Commented [DM11]: Be sure to add the legal description.

[TO BE ADDED PRIOR TO EXECUTION]

EXHIBIT B

Final Subdivision Plat

[TO BE ADDED UPON APPROVAL]

EXHIBIT C

Engineer's Costs Estimate

[TO BE ADDED UPON CALCULATION]

