

**CHAPTER 29**

**DEVELOPMENT AGREEMENTS**

*(Amended 09/11/18)*

- Section 29.010. Applicability.
- Section 29.020. Criteria for Entering into a Development Agreement.
- Section 29.030. Effect of Approval and Reservation of Legislative Powers.
- Section 29.040. Third Party Rights.

**Section 29.010. Applicability.**

Lehi City may, in the exercise of the legislative powers and at the full discretion of the City Council, enter into a development agreement. Under no circumstances is this required. A development agreement adopted by the City Council may identify terms and conditions which may modify the provisions of this Code and other requirements of the City, provided that the City Council determines the best interests of the City and its residents are advanced by the adoption of such an agreement. Any such development agreement shall constitute a binding contract between the applicant and the city (the "parties") and shall contain such terms and conditions as agreed to by the parties subject to the requirements of this Chapter. The City Attorney or his designee is authorized to negotiate development agreements on behalf of Lehi City.

**Section 29.020. Criteria for Entering into a Development Agreement.**

The city may enter into a development agreement only if the development agreement:

- A. Has been duly adopted by the City Council in accordance with the provisions of this chapter.
- B. The proposed development to which the development agreement pertains is in conformity with the general plan, zoning district regulations, and other applicable requirements of the City.
- C. The proposed development subject to the agreement contains outstanding features that advance the policies, goals and objectives of Lehi City, or the property owner agrees to provide capital improvements that exceed the development's proportionate share of the costs of the facilities needed to service the development, which hereby advance the provision of facilities to serve Lehi City.

**Section 29.030. Effect of Approval and Reservation of Legislative Powers.**

It is expressly declared that the intent of a development agreement is to create a vested right in the owner or applicant of property as set forth, pursuant to the terms of the development agreement. Any covenant by the City contained in a development agreement to refrain from exercising any legislative, quasi-legislative, quasi-judicial or other discretionary power, including reclassification of zoning districts or the adoption of any rule or regulation that would affect the proposed development, shall also contain a provision that the city may, without incurring any liability, engage in action that would otherwise constitute a breach of the covenant if it makes a determination on the record that the action is necessary to avoid a substantial risk of injury to the public health, safety and general welfare. The covenant shall also contain the additional provision that the city may, without incurring any liability, engage in action that would otherwise constitute a breach of the covenant if the action is required by federal or state law.

**Section 29.040. Third Party Rights.**

Except as otherwise provided in a development agreement, the development agreement shall create no rights enforceable by any third party who is not a party to the development agreement.