E# 3296935 PG 1 OF 18
LEANN H KILTS, WEBER CTY. RECORDER
05-SEP-23 1208 PM FEE $.00 THU
REC FOR: WEBER COUNTY CLERK/AUDITOR

DEVELOPMENT AGREEMENT

W3296935

Between

WEBER COUNTY, UTAH

and

Chad Buck, Singletree Acres LLC

List of Attachments

Attachment A: Project Area Legal Description and Graphic Depiction

Attachment B: Concept Plan Details

Attachment C: Right-of-Way Cross-sections

Attachment D: Concept Pathway Layout

Table of Contents

DEVELOPMENT AGREEMENT 3

RECITALS 3

AGREEMENT 3

1. Effective Date, Expiration, Termination. 3
2. Definitions and Interpretation. 4
3. Omitted
4. Project Description. 5
5. Project Location and Illustration. 5
6. Vesting. 5
7. Development Standards and Use Restrictions. 6
8. Amendments and Revisions. 6
9. Omitted
10. Omitted.
11. General Provisions. 7
12. Notices. 8
13. Default and Remedies. 9
14. Entire Agreement. 100
15. Counterparts. 100

SIGNATORIES 111

Attachment A 134

Attachment A (Cont.) 15

Attachment B 16

Attachment C 17

Attachment D 18

DEVELOPMENT AGREEMENT
Singletree Acres

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and Singletree Acres, LLC ("Developer"), known together herein as the "Parties."

RECITALS

WHEREAS, The Developer desires and intends to develop a residential subdivision (the "Project") in the unincorporated area of Weber County known as Ogden. Key components of the Project include twenty-five (25) detached single-family residential dwellings;

WHEREAS, The Developer's objective is to develop twenty-five (25) single family lots that complement the character of the community and is financially successful;

WHEREAS, The County's objective is to approve only development that supports and advances the health, safety, and welfare of the community, as generally described in the general plan and as otherwise determined appropriate by the Board of County Commissioners;

WHEREAS, The Project is currently zoned A-1 and Developer desires to rezone the Project to the R1-15 zone consistent with the terms and provisions contained herein; and

WHEREAS, The Project will be located on land referred to herein as the "Project Site". The Project Site is as more specifically described in **Attachment A**: Project Area Legal Description and Graphic Depiction. A preliminary plan showing the general location and layout of the Project is contained in **Attachment B** Preliminary Plan

NOW, THEREFORE, in consideration of the recitals (which are incorporated into the Agreement by this reference) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Effective Date, Expiration, Termination.

1.1. Effective Date. The Effective Date of this Agreement is the latter of:

1.1.1. The last date upon which it is signed by any of the Parties hereto;

1.1.2. The recordation of this Agreement; or

1.1.3. The recordation of the rezone ordinance to which this Agreement is associated and inextricably linked.

1.2. Expiration. This Agreement shall be in full force and effect until (10) years from the Effective Date of this Agreement, at which point this Agreement shall expire. After the expiration of this agreement, the use restrictions of Section 7 herein shall prevail as legislatively adopted land use restrictions. Typical legislative action shall be required to make changes thereto.

1.3. Termination. This Agreement may be terminated by mutual written agreement of the Parties to this Agreement. This Agreement automatically terminates, without notice, in the following circumstances:

1.3.1. The term of this Agreement expires;

1.3.2. The Project is abandoned or the use is discontinued, as provided for by Weber County Code Chapter 108-12; or

1.3.3. The Developer defaults on any provision of this Agreement and the default is not resolved as specified in Section 13 of this Agreement.

2. Definitions and Interpretation. For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have the same meaning as provided by the Code. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision

2.1. Agreement. "Agreement" means this Development Agreement between County and Developer, approved by the Board of County Commissioners, and executed by the undersigned.

2.2. Code. "Code" means the Weber County Code.

2.3. County. "County" means Weber County, Utah.

2.4. Developer. "Developer" means Singletree Acres, LLC, or its Assignees as provided in Section 11 of this Agreement.

2.5. Effective Date. "Effective Date" has the meaning set forth in Section 1 of this Agreement.

2.6. Force Majeure Event. "Force Majeure Event" means any event beyond the reasonable control of the affected Party that directly prevents or delays the performance by such Party of any obligation arising under this Agreement, including an event that is within one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; pandemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to the Project caused by third Parties; riot or similar civil disturbance or commotion; material or supply delay; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of a governmental or judicial authority.

2.7. Parties. "Parties" means the Developer and the County.

2.8. Project. "Project" means a development on the Project Site.

2.9. Project Site. "Project Site" means the land area on which the Project will actually be sited, as more specifically described in Attachment A: Project Area Legal Description and Graphic Depiction.

2.10. Routine and Uncontested. "Routine and Uncontested" means simple and germane to the Project or Project Site, having very little chance of effect on the character of the area, and not anticipated to generate concern from the public.

2.11. Substantial Completion. "Substantial Completion" means the Project is constructed, installed, and a valid business license has been obtained from the county.

2.12. Transferee. A party to which the Project is transferred or assigned in part or in whole. "Assignee" shall also mean the same.

3. Omitted

4. Project Description.

5. Project Location and Illustration.

The Project is as described herein, and illustrated in Attachment B.

6. Vesting.

6.1. To the maximum extent permitted under the laws of the County, the State of Utah, and the United States, the Parties hereto intend that this Agreement grants to Developer the right to develop and use the Project, as outlined in and subject to the requirements set forth in this Agreement, without modification or interference by the County (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.

6.2. Neither the County nor any department or agency of the County 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 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, and the applicable 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 County-wide basis to all substantially similar types of development projects and project sites with similar zoning 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 County approval, which approval may not be unreasonably withheld, conditioned, or delayed, elect to request that the New Law apply to the Project.

6.3. The Developer acknowledges that the County 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 County all of its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation of the police powers, such legislation shall not modify the Developer's 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 17-27a-509.5 of the County Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. County of Logan*, 617 P.2d 388 (Utah 1980), it progeny, or any other exception to the doctrine of vested rights recognized under State or Federal laws.

6.4. The parties mutually acknowledge that any use lawfully established under vested laws and this Agreement replaces and supersedes any previously approved development agreements pertaining to or recorded against the Property and Project including.

7. Development Standards and Use Restrictions.

7.1. Lot Development Standards. The use of the Project shall be limited to twenty-five (25) detached single-family residential lots. The proposed lots range in size from 10,662.21 square feet to 34,648.33 square feet. The setbacks in this development are as follows: front/rear – 30 feet, side – 12 feet, side-facing street – 30 feet. A table of lot widths, area, and setback standards are shown in Attachment C.

7.2. Public Improvements Required

7.2.1. Street Right-of-way dedication

7.2.1.1. The 4520 West Street shall make a connection to 2200 South Street at the southeastern corner of the Project Site as depicted in the concept plan (Attachment B). Best efforts shall be made to ensure 4520 West Street can be extended south of 2200 South Street in the future, with minimal impact to the existing buildings south of 2200 South Street. 4520 West Street shall be dedicated from 2200 South Street to the northern most extent of the project.

7.2.1.2. 1950 South Street or similar shall be dedicated as depicted on the concept plan (Attachment B). Dedication shall be to the western property line of the Project Site.

7.2.1.3. A half-width street right-of-way shall be dedicated along the northern boundary of what is depicted as lot 12 on the concept plan (Attachment B). Dedication shall be to the western property line of the Project Site.

7.2.2. Street Improvements. Streets in the Project shall be designed and installed by the Developer in accordance with the street cross sections depicted in Attachment C.

7.2.2.1. 4520 West Street shall follow the 66-foot standard except the gutter shall be a Type G gutter, unless otherwise required by the County Engineer.

7.2.2.2. 1950 South Street and the northern half-width right-of-way, as specified in Section 7.2.1.3 shall follow the 60-foot except the gutter shall be a Type G gutter, unless otherwise required by the County Engineer.

7.2.2.3. The north half-width of 2200 South Street shall be improved to the specifications of the County Engineer. At a minimum, this shall include a 10-foot wide paved pathway, and sufficient asphalt width to allow for 6-foot wide bike lane along the shoulder of 2200 South Street. 8-foot wide park strips are required with a minimum 6-inch angular rock mulch.

7.2 A 30-foot wide pathway is proposed to continue the pathway from the new high school, thus providing a connection for the public to the east, from the proposed 1950 South Street. The pathway shall include 10 feet of pavement, with a ten-foot shoulder on either side that will include drought-tolerant landscaping, as well as trees at regular intervals.

7.2.1 Pathway right-of-way dedication (pathway to the east, from the north-south road), and along 2200 South Street as stated in 7.2.2. If, after five years, the school to the east does not install the pathway within their lot boundaries, the property owners on either side of the proposed pathway, within the subdivision, shall be deeded ownership of half of the property dedicated as a public pathway, which immediately abuts their lots.

7.2.2 Pathway Improvements shall include a 10-foot wide asphalt pathway, xeriscaping and

drought-tolerant plant life, as well as appropriate trees at regular intervals. (the pathway needs to be inside the pathway dedication, include street trees) (See Exhibit C)

7.2.3 Central Weber Sewer infrastructure shall be extended form 4700 West Street to service Singletree Acres.

7.2.4 Taylor West Weber Water and Hooper Irrigation shall service this development.

7.2.5 Drainage shall be detained

8. Amendments and Revisions.

This Agreement may be amended by mutual agreement of the Parties only if the amendment is in writing and approved and signed by Developer and County (an "Amendment"). The following sections specify what Project changes can be undertaken without the need for amendment of the Development Agreement, and what changes require Amendment to this Agreement.

8.1 Project Facility Repair, Maintenance and Replacement. Developer shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement without amending the Agreement.

8.2 Authorized Changes, Enlargements, or Alterations. As set forth below, County staff may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project in their respective administrative capacities. The following types of Changes are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.

8.2.1 Changes Necessary to Comply with Other Laws. Any resulting changes as a consequence of obtaining or complying with a federal, state, or local permit or approval; provided that the changes are routine and uncontested and the application thereof does not materially affect the County's original intent, findings, or conditions on the Project in a manner that would have likely resulted in a different decision on this Agreement, as determined by the Planning Director.

8.2.2 De Minimis Changes. Other de Minimis changes requested by the Developer, which are reasonably consistent with the intent of this agreement and the FR-3 rezone, and are routine and uncontested.

9. OMITTED

10. OMITTED

11. General Provisions.

11.1. Assignability. The rights and responsibilities of Developer under this Agreement may be assigned as provided herein.

11.1.1. Total Assignment of Project and Project Site. The Developer, as the landowner of the Project Site at the time of the execution of this Agreement, may sell, convey, reassign, or transfer the Project Site or Project to another entity at any time, provided any division of land, if applicable, and complies with County Laws.

11.2. Binding Effect. This Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and

all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Project Site, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.

11.3. Utah Law. This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.

11.4. Authority. Each Party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.

11.5. Duty to Act Reasonably and in Good Faith. Unless otherwise expressly provided, each Party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement.

11.6. Communication and Coordination. The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.

11.7. Force Majeure Event. A Force Majeure Event shall be promptly addressed by Developer. County agrees to offer a reasonable period for Developer to cure the effect of the event given the extent of the effect on the Project and the Developer's ability to redress the effect.

12. Notices.

12.1. Written Notice. Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by facsimile transmission or email.

12.2. **Addresses.** Notices shall be given to the Parties at their addresses set forth as follows:

If to the County:

Weber County Commission
2380 Washington Blvd, Ste #360
Ogden, UT 84401

With copies to:

Weber County Attorney
2380 Washington BLVD, Ste. #230
Ogden, UT 84401

Weber County Planning Director
2380 Washington BLVD, Ste. #240
Ogden, UT 84401

If to Developer:

Singletree Acres, LLC
2205 S 400 E, Clearfield, UT 84015

12.3. Notice Effect. Notice by hand delivery shall be effective upon receipt. If deposited in the mail, notice shall be deemed delivered forty-eight (48) hours after deposited. Any Party at any time by Notice to the other Party may designate a different address or person to which such notice or communication shall be given.

13. Default and Remedies.

13.1. Failure to Perform Period. No Party shall be in default under this Agreement unless it has failed to perform as required under this Agreement for a period of thirty (30) days after written notice of default from the other Party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure of the alleged default.

13.2. Remedies. The Developer's failure to comply with this agreement constitutes a violation of the Land Use Code of Weber County, and is subject to the enforcement provisions and remedies thereof. In addition, the County may withhold any permits from the Project.

13.3. Dispute Resolution Process.

13.3.1. Conference. In the event of any dispute relating to this Agreement, the Parties, upon the request of either Party, shall meet within seven (7) calendar days to confer and seek to resolve the dispute ("Conference"). The Conference shall be attended by the following parties: (a) the County shall send department director(s) and County employees and contractors with information relating to the dispute, and (b) Developer shall send Developer's representative and any consultant(s) with technical information or expertise related to the dispute. The Parties shall, in good faith, endeavor to resolve their disputes through the Conference.

13.3.2. Mediation. If this Conference process does not resolve the dispute within the 7-day Conference period, the Parties shall in good faith submit the matter to mediation. The Parties

shall send the same types of representatives to mediation as specified for the "Conference" process. Additionally, the Parties shall have representatives present at the mediation with full authority to make a settlement within the range of terms being discussed, should settlement be deemed prudent. The mediation shall take place within forty-five (45) days of the Parties submitting the dispute to mediation. If the dispute is not able to be resolved through the mediation process in the 45-day period, the Parties may pursue their legal remedies in accordance with Utah and local law.

14. Entire Agreement.

This Agreement, together with all Attachments hereto, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement. This agreement is specifically intended by the Parties to supersede all prior agreements between them or recorded to the property, whether written or oral.

15. Counterparts.

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile or by e-mail shall be deemed originally signed copies of this Agreement.

IN WITNESS HEREOF, the Parties hereto, having been duly authorized, have executed this Agreement.

(Signatures on following pages)

SIGNATORIES

"County"
Weber County, a body corporate and politic of the State of Utah

By: _____

Gage Froerer
Chair, Weber County Commission

DATE: 9/5/2023

ATTEST: _____

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

CLERK / AUDITOR OFFICIAL SEAL WEBER COUNTY, UTAH

This page intentionally left blank.

"Developer"
Singletree Acres, LLC

By: Chad Buck

Print Name: Chad Buck

Title: Member

DATE: Aug 14, 2023

Developer Acknowledgment

State of Utah)
)ss.
County of Davis)

On the 14 day of August, 2023 personally appeared before me Chad ~~W~~ Buck, who being by me duly sworn, did say that he is the Member of SingleTree Acres, LLC, a limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company by authority of its members or its articles of organization; and said person acknowledged to me that said limited liability company executed the same.

JUNE NELSON
NOTARY PUBLIC ● STATE of UTAH
COMMISSION NO. 720438
COMM. EXP. 09-13-2025

June Nelson

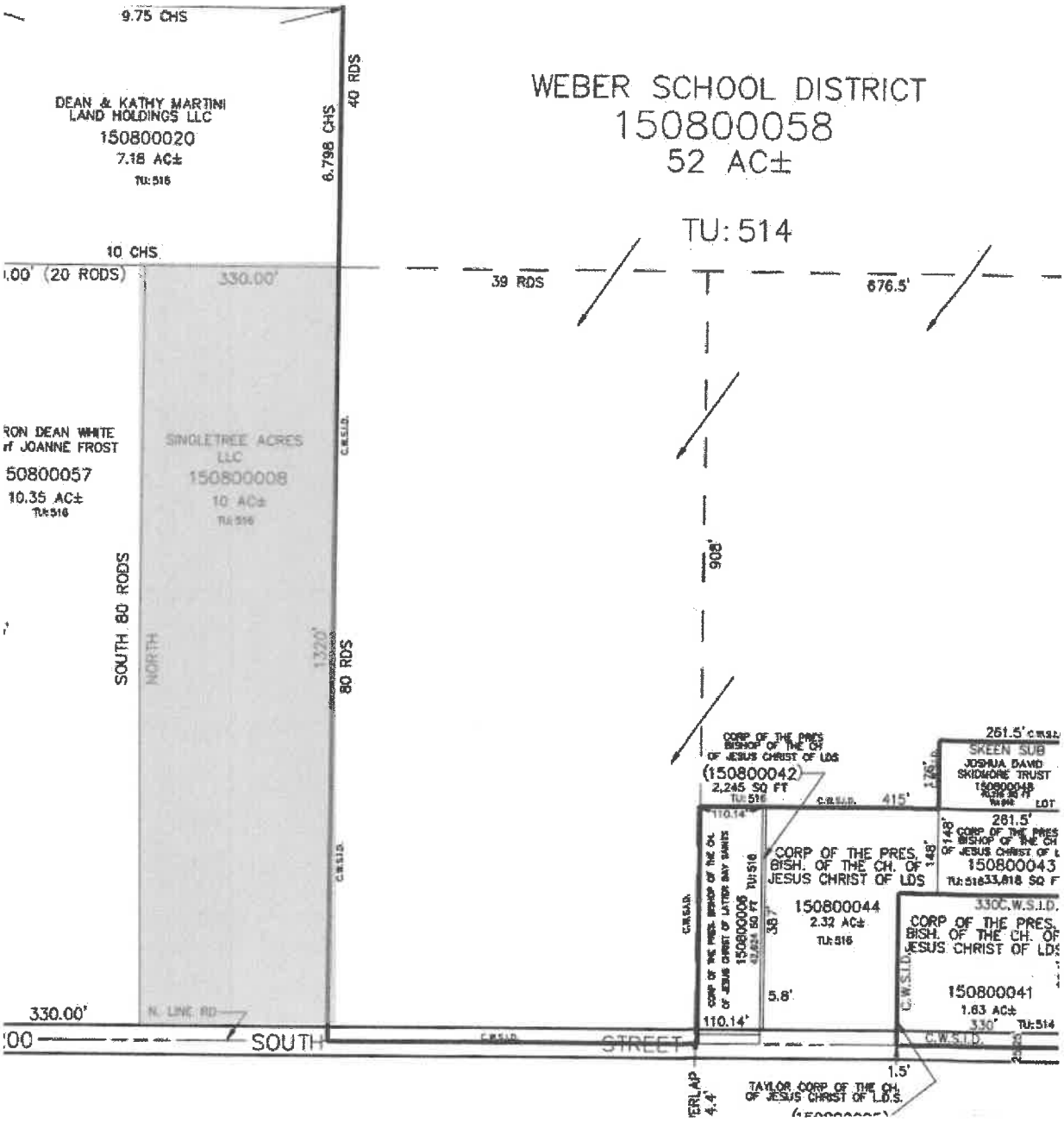
My Commission Expires: Notary Public, residing in

Attachment A

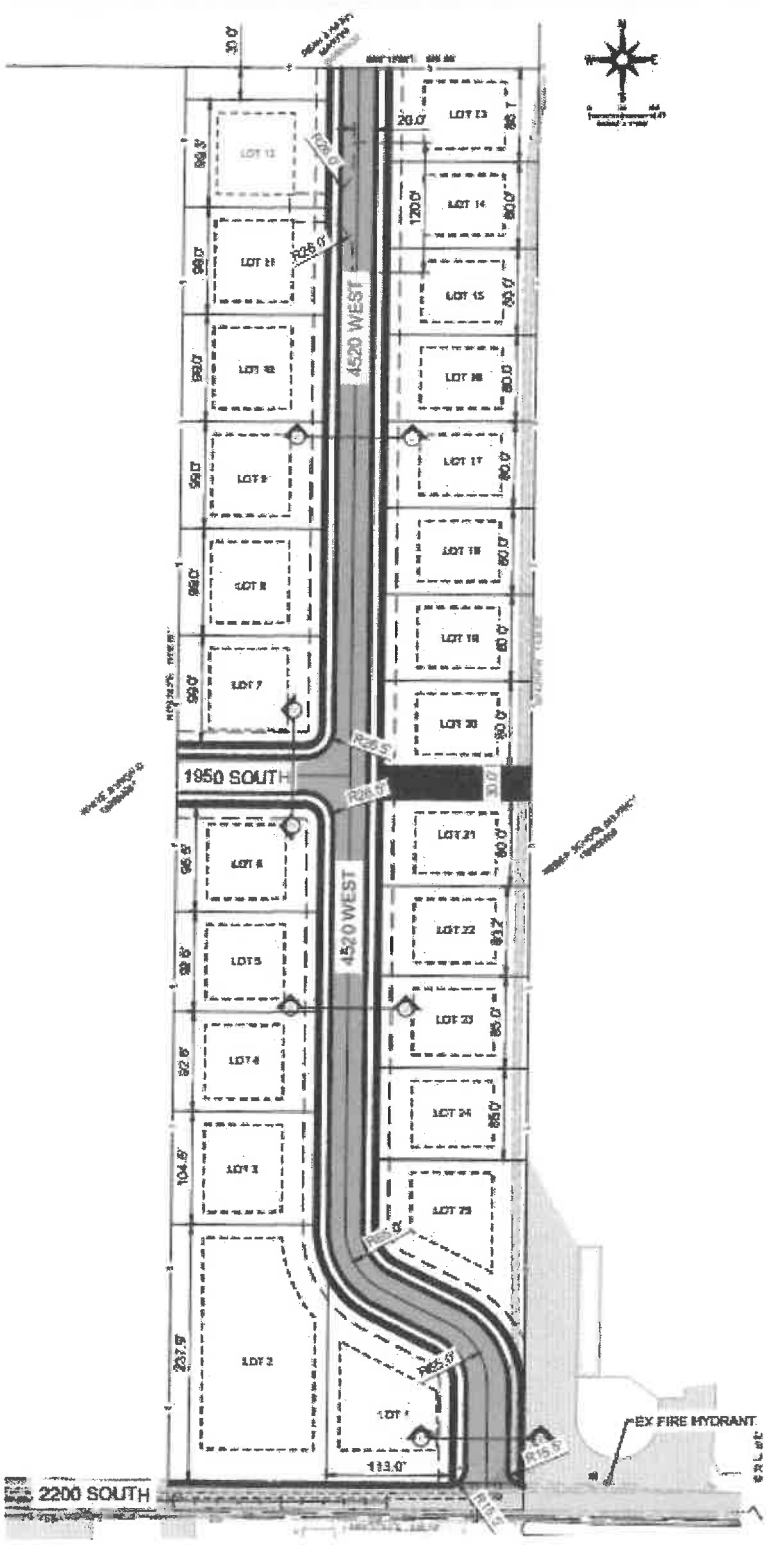
Project Area Legal Description and Graphic Depiction

THE EAST ONE HALF OF THE EAST ONE HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY.




9.75 CHS
DEAN & KATHY MARTINI
LAND HOLDINGS LLC
150800020
7.18 AC±
TU:516
6.798 CHS
40 RDS
WEBER SCHOOL DISTRICT
150800058
52 AC±
TU: 514
10 CHS
.00' (20 RODS)
330.00'
39 RDS
676.5'
RON DEAN WHITE
ef JOANNE FROST
50800057
10.35 AC±
TU:516
SINGLETREE ACRES
LLC
150800008
10 AC±
TU:516
908'
SOUTH 80 RODS
NORTH
1320'
80 RDS
CORP OF THE PRES
BISHOP OF THE CH
OF JESUS CHRIST OF LDS
(150800042)
2,245 SQ FT
TU:516
261.5'
SKEEN SUB
JOSHUA DAVID
SKIDMORE TRUST
150800048
LOT
415'
110.14'
261.5'
CORP OF THE PRES
BISHOP OF THE CH
JESUS CHRIST OF L
150800043
TU:516 33,818 SQ F
CORP OF THE PRES.
BISH. OF THE CH. OF
JESUS CHRIST OF LDS
150800044
2.32 AC±
TU:516
330 C.W.S.I.D.
CORP OF THE PRES.
BISH. OF THE CH. OF
JESUS CHRIST OF LDS
150800041
1.63 AC±
330'
TU:514
C.W.S.I.D.
5.8'
110.14'
330.00'
N. LINE RD
SOUTH
STREET
C.W.S.I.D.
1.5'
TAYLOR CORP OF THE CH
OF JESUS CHRIST OF L.D.S.

Attachment B – Concept Plan Details



LOT AREAS			
LOT #	AREA	LOT #	AREA
LOT 1	16,097.40 SQ FT (0.37 ACRES)	LOT 13	11,474.95 SQ FT (0.26 ACRES)
LOT 2	34,648.33 SQ FT (0.80 ACRES)	LOT 14	10,662.21 SQ FT (0.25 ACRES)
LOT 3	13,950.94 SQ FT (0.32 ACRES)	LOT 15	10,662.92 SQ FT (0.25 ACRES)
LOT 4	12,349.75 SQ FT (0.28 ACRES)	LOT 16	10,663.60 SQ FT (0.25 ACRES)
LOT 5	12,348.80 SQ FT (0.28 ACRES)	LOT 17	10,664.33 SQ FT (0.25 ACRES)
LOT 6	12,825.42 SQ FT (0.29 ACRES)	LOT 18	10,665.04 SQ FT (0.25 ACRES)
LOT 7	13,160.3 SQ FT (0.30 ACRES)	LOT 19	10,665.74 SQ FT (0.25 ACRES)
LOT 8	13,196.17 SQ FT (0.30 ACRES)	LOT 20	10,666.45 SQ FT (0.25 ACRES)
LOT 9	13,196.17 SQ FT (0.30 ACRES)	LOT 21	10,662.80 SQ FT (0.25 ACRES)
LOT 10	13,196.17 SQ FT (0.30 ACRES)	LOT 22	11,095.40 SQ FT (0.26 ACRES)
LOT 11	13,170.00 SQ FT (0.30 ACRES)	LOT 23	11,335.69 SQ FT (0.26 ACRES)
LOT 12	13,205.30 SQ FT (0.30 ACRES)	LOT 24	11,336.49 SQ FT (0.26 ACRES)
		LOT 25	16,353.61 SQ FT (0.38 ACRES)

TYP. PUE & SETBACKS

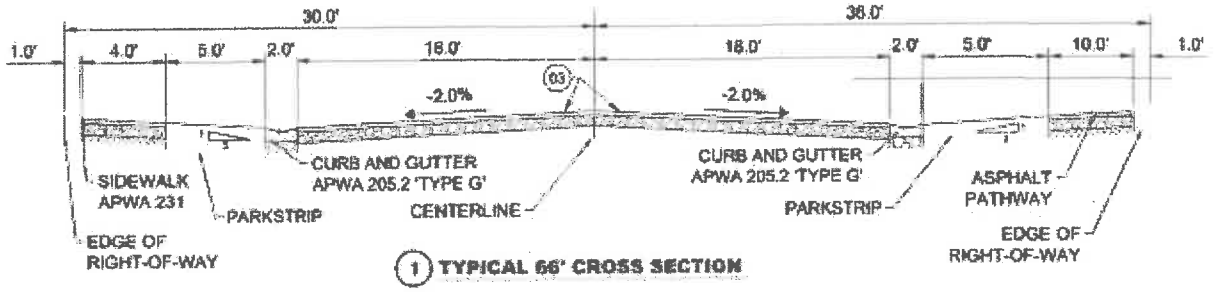
PROPERTY ZONE: R-1-6

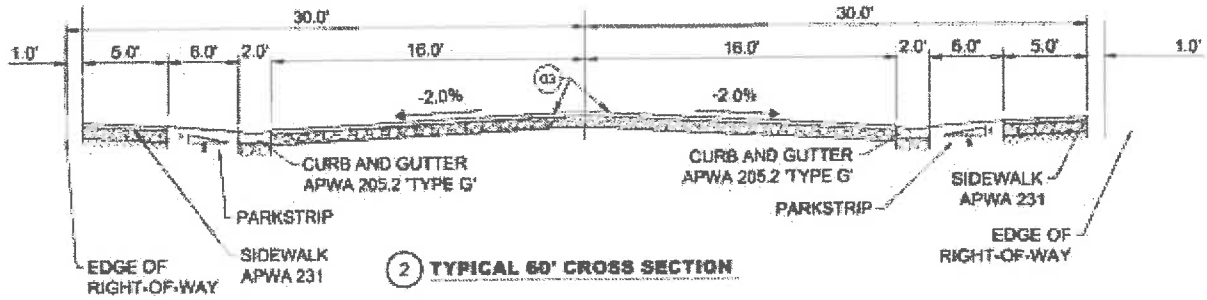
FRONT SETBACK	30.0 FT
SIDE SETBACK	12.0 FT
REAR SETBACK	30.0 FT
CORNER SIDE SETBACK	30.0 FT
FRONT PUE & DE	10 FT

LAND USE TABLE

TOTAL GROSS ACREAGE (ACRES)	435,947 SQ FT (10.00 ACRES)
MINIMUM LOT SIZE (ACRES)	14,000 SQ FT (0.32 ACRES)
TOTAL NUMBER OF LOTS	25 LOTS
RIGHT OF WAY AREA (ACRES)	103,230 SQ FT (2.37 ACRES)

Attachment C – Right-of-Way Cross Sections





Attachment D – Concept Pathway Layout

