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REC FOR: WEBER COUNTY PLANNING

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DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

And

JOSH SKIDMORE

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DEVELOPMENT AGREEMENT

JOSH SKIDMORE

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and Josh Skidmore ("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 West-Central Weber; and

WHEREAS, The Developer's objective is to develop a residential subdivision that complements the character of the community and is financially successful; and

WHEREAS, The County's objective is to only approve 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; and

WHEREAS, The general plan advocates, and the Board of County Commissioners hereby further affirm, that new development in the area resulting from a rezone should not only compensate for its impacts on the character of the community and the existing residents, it should also enhance and benefit the existing and future community using smart growth principles such as expansion of parks and open space areas, street and pathway connectivity, and other smart growth principles specified in the plan; and

WHEREAS, The Project is currently zoned A-1 and Developer desires to rezone the Project to the C-2 zone consistent with the terms and provisions contained herein; and

WHEREAS, Developer acknowledges that a rezone is not compulsory and that Developer is hereby volunteering to be rezoned. Developer understands that volunteering to be rezoned will result in the obligations and benefits set forth in this Agreement as well as in the new zone. Developer further acknowledges that some of the obligations and benefits set forth in this Agreement might not otherwise be applicable or enforceable without Developer volunteering to comply and benefit from this Agreement; and

WHEREAS, Developer understands that the Board of County Commissioners is not obligated to rezone the project, but does so as a result of Developer's voluntary contributions as set forth in this Agreement, without which the County would not realize the full benefits of this Agreement and would not have rezoned the Property.

WHEREAS, In consideration of Developer's voluntary contributions, the Board of County Commissioners desire to rezone the Project to the C-2 (Commercial) zone consistent with the terms and provisions contained herein, as generally depicted in **Attachment A**: Associated Rezone Area; 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**. The concept plan depicting main-street commercial is illustrated in **Attachment B**. A concept plan showing the general location and layout of the Project is contained in **Attachment C**. A list of permitted uses in **Attachment D.**

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

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.

1.3. **Termination.** This Agreement may be terminated by mutual written agreement of the Parties to this Agreement or terminated pursuant to Section 10 of 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 their ordinary and common meaning. 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. **County.** "County" means Weber County, Utah.

2.3. **Construction Buildout Period.** "Construction Buildout Period" has the meaning set forth in Section 7.9 of this Agreement.

2.4. **Developer.** "Developer" means Josh Skidmore, or any of their Assignees as provided in Section 11 of this Agreement.

2.5. **Development Standards.** "Development Standards" means the requirements stated in Section 7 of this Agreement.

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

2.7. **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; 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; 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.

2.8. **Parties.** "Parties" means the Developer and the County.

2.9. **Project.** "Project" means the commercial site as set forth in the attachments hereto.

2.10. **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.

2.11. **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.

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

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

2.14. **Vested Laws.** "Vested Laws" means the land use laws, Part II of the Weber County Code, in effect at the time of execution of this Agreement.

3. Omitted

4. Project Description.

The Project is a commercial site, for which Design Review applications will be submitted.

5. Project Location.

The Project is located on 0.92 acres at 2139 S 4300 W, Ogden.

6. Vesting.

6.1. Except as otherwise noted, this Agreement vests the Project and Project Site to the existing Vested Laws until the expiration or termination of this Agreement, or until the Developer has fully developed the Project as proposed herein, whichever is earlier.

6.2. Developer agrees that the intent of this vesting is to offer a predictable set of development standards related to the development and establishment of the use. To that effect, Developer agrees that if the County modifies its laws in the future to specifically regulate the use or any other related performance measure, after the time provided in Section 6.1, the Project shall be subject to the new laws. This shall not affect any established nonconforming rights of the use, location, method of construction, acreage requirement, setback requirement, or height requirement of any building, structure, or internal site roadway, as may be applicable.

7. Development Standards.

7.1. **Use of Property.** The property shall be limited to those uses listed in Exhibit D. The first 100 feet of front yard, as measured from the centerline of 4300 W street shall be reserved for main street

commercial uses that will be allowed in a future form based zone applicable to this area.

7.2. **Street Improvements.** The Developer agrees to dedicate seven feet of right of way to the County and install the street infrastructure as required by the C-2 zone before or in unison with design review approval.

7.3. **Access from 4300 West Street.** This property is allowed one access point to 4300 West in a location that does not disrupt access to the High School Student drop off. The County Engineer may require that the access is moved further south from existing to avoid conflict with the high school traffic at the time of design review or when the existing home is being demolished or remodeled to change the use to commercial.

7.4. **Site and use expansions.** Project improvements that alter more than 25% of the site shall require adherence to section 7.3.

7.5. **Cross Access Easement.** The special regulation from the C-2 zone code requires two points of ingress and egress, at least one of which shall be stubbed to adjacent property. At the time of design review of any further commercial uses on the property, the development plan shall include a cross access easement to the property to the south.

7.6. **Power and Communication Utilities.** Overhead power lines and communication utilities along the frontage of the site shall be placed underground. A deferral agreement for the burying of power lines may be accepted by the County Engineer.

7.7. **Fire protection.** If deemed necessary by the local fire authority, each building shall be fire-sprinkled such that each unit has at least one sprinkler head, or as may be otherwise required by the fire code or the local fire authority. If a fire hydrant is not already within an acceptable proximity from the site, as determined by the local fire authority, the Developer shall install a water trunk line no less than 8 inches in diameter, or as otherwise specified by the local fire authority or County Engineer, from the nearest hydrant to the site, and shall install a hydrant onsite or in the adjoining public right-of-way, as may be deemed appropriate by the local fire authority.

7.8. **Outdoor storage.** There shall be no outdoor storage permitted on the site.

7.9. **Construction Staging and Construction Buildout Period.** Developer agrees there will be no construction staging outside of the Project Site boundaries, except what is reasonable and necessary for the construction of the driveway access or to fulfill any requirements of law.

7.10. **Sanitary Sewer and Culinary Water.** Developer agrees to satisfy the requirements of the Central Weber Sewer District and the Taylor West Weber Water District regarding sanitary sewer and culinary water provisions for the site.

7.11. **Permits.** Developer agrees to obtain all necessary federal, state, and local permits required prior to any work onsite, including but not limited to building permits, storm water pollution prevention permits, right-of-way encroachment permits.

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.

9. **Omitted.**

10. Termination.

In addition to what is stated in paragraph 1.3, the following termination provisions apply:

10.1. **Developer's Option.** Developer shall have the option, in its sole discretion, to terminate this Agreement prior to Substantial Completion of the Project, provided such termination will not relieve the Developer of any obligation owed the County under the terms of this Agreement and outstanding at the time of such termination. If it elects to terminate this Agreement, Developer shall submit a Notice to this effect to County at least thirty (30) days prior to such termination.

10.2. **Zoning Reversion.** The Parties agree that this agreement and the rezone of the property from the A-1 zone to the C-2 zone are inextricably related. The Parties agree that the termination of this agreement shall result in the reversion of the Property back to the rights, standards, and regulations of the A-1 zone. At that time, any established nonconforming right may continue as provided by law, but no new right may be established unless it complies with the A-1 zone.

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, complies with County Laws.

11.1.2. **Partial Assignment of Project Site.** A partial assignment of the Project Site is prohibited under this Agreement. The Project Site shall be continuously owned under the ownership of Developer and assignees, until this agreement is Terminated.

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:	**With copies to:**
Weber County Commission 2380 Washington Blvd, Ste #360 Ogden, UT 84401	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:

Josh Skidmore
4202 W 2475 S
Ogden, UT 84401

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 Site.

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 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, 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: _____

_____
Chair, Weber County Commission

DATE: 01/21/2025

ATTEST: _____

FOR
Ricky D. Hatch, CPA
Weber County Clerk/Auditor

CLERK / AUDITOR OFFICIAL SEAL WEBER COUNTY, UTAH

"Developer"
Josh Skidmore

By: _____

Print Name: Joshua D. Skidmore

Title: Owner

DATE: 18 March 2025

Developer Acknowledgment
(Individual)

IRIS MABREY HENNON
NOTARY PUBLIC • STATE of UTAH
COMMISSION NO. 738867
COMM. EXP. 04-29-2028

State Of Utah)
)ss.
County Of Weber)

On the 18 day of March, 2025 personally appeared before me Joshua Skidmore, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

04-29-2028 Weber ,

My Commission Expires: Notary Public, residing in

Attachment A

Project Area Legal Description and Graphic Depiction

All of the property described as follows:

ALL OF LOT 1, SKEEN SUBDIVISION, WEBER COUNTY, UTAH. 15-080-0048

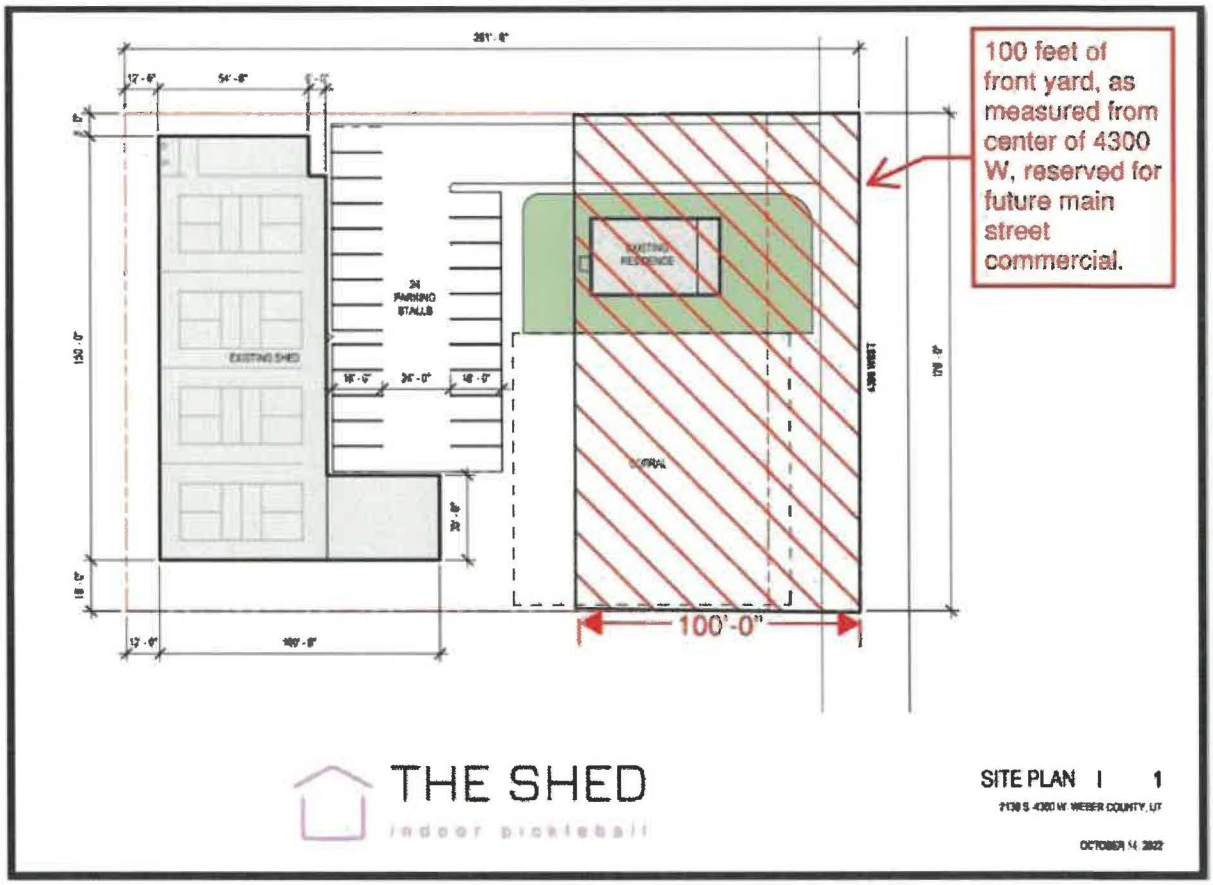
Attachment A (Cont.)

Project Area Legal Description and Graphic Depiction



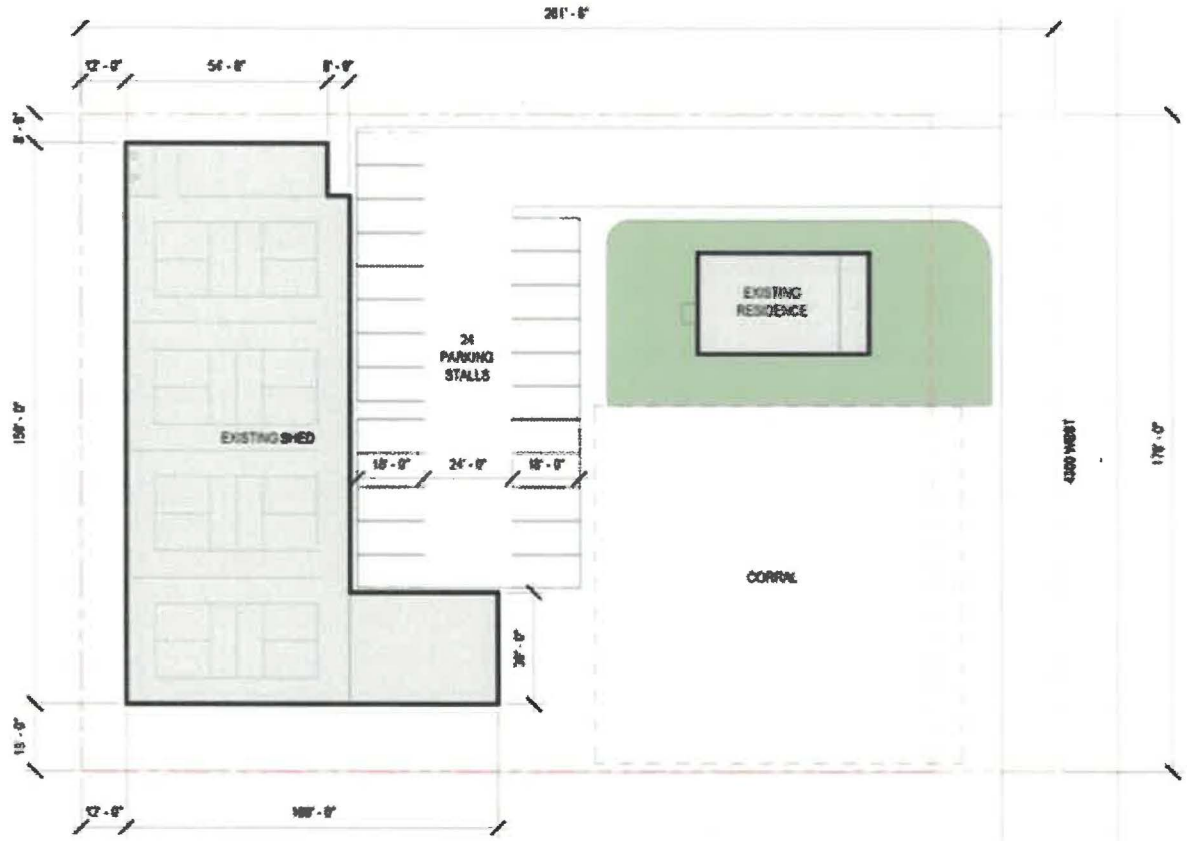
Attachment B

Concept Plan with Main Street Commercial Area



Attachment C

Concept Plan



Attachment D

List of permitted uses

Academies/studio for dance, art, sports, etc.
Accessory building incidental to the main use
Antique, import or souvenir shop
Art and artists supply store
Athletic and sporting goods sale
Bakery, limited to goods retailed on premises
Barbershop
Beauty parlor for cats and dogs
Beauty shop
Bicycle sales and service
Brewery, micro; in conjunction with a restaurant
Cafe or cafeteria
Camera store
Candy store, confectionery
Catering establishment
Clinics, medical or dental
Clothing and accessory store
Convenience store
Costume rental
Daycare center
Delicatessen
Detective agency
Drug store
Educational institution
Employment agency
Fitness, athletic, health, or recreation center, or gymnasium
Florist shop
Fruit or vegetable store or stand
Furniture sales and repair
Gift store
Grocery store
Gunsmith
Gymnasium
Hardware store
Health food store
Hobby and crafts store
Ice cream parlor
Insurance agency
Interior decorator and designing establishment
Jewelry store sales and service
Laundromat
Lawn mower sales and service
Leather goods, sales and service
Legal office

Locksmith
Meat, fish and seafood store
Medical office
Medical supplies
Music store
Office in which goods or merchandise are not commercially created, exchanged or sold
Optometrist, optician or oculist
Pharmacy
Photographic supplies
Photo Studio
Professional office
Public building
Real estate agency
Restaurant
Shoe repair or shoe shine shop
Sign, business
Sign, flat
Sign, construction project
Sign, directional
Sign, freestanding
Sign, identification and information
Sign, marquee
Sign, nameplate
Sign, off premises
Sign, projecting
Sign, roof
Sign, temporary
Sign, wall
Toy store, retail
Travel agency
Upholstery shop
Vendor, short term, in compliance with the requirements of Section 108-13-3