



Staff Report to the Weber County Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File #ZDA2025-04, A request from Kirk Langford for a public hearing, discussion, and decision regarding a development agreement to preserve development rights, and to allow for phased/an exemption of installation of certain infrastructure for a future three-lot subdivision, located at 6210 E 2300 N, Eden, UT, 84310 in the AV-3 Zone.

Agenda Date: September 30, 2025

Applicant: KIRK LANGFORD

File Number: ZDA2025-04

Frontier Project Link: <https://frontier.co.weber.ut.us/p/Project/Index/23037>

Property Information

Approximate Address: 6210 E 2300 N Eden UT 84310

Current Zone(s): Agricultural Valley (AV-3) Zone

Adjacent Land Use

North:	Agricultural	South:	Agricultural
East:	Agricultural	West:	Agricultural

Staff Information

Report Presenter: Tammy Aydelotte
taydelotte@webercountyutah.gov
801-399-8794

Report Reviewer: RG

Applicable Ordinances

§Title 102, Chapter 5 Rezone Procedures.
§Title 104, Chapter 2 Agricultural AV-3) Zone

Legislative Decisions

When the County Commission is acting as an approval body, it is acting in a legislative capacity and has wide discretion. Examples of legislative action are amending/executing the general plan, zoning map amendments, and land use code amendments. Legislative actions require that the Planning Commission give a recommendation to the County Commission. Below is the recommendation from the Ogden Valley Planning Commission.

Summary

Purpose of Request:

To allow for subdivision approval and recordation without typical connectivity standards, timelines for installation or bonding of subdivision infrastructure, as well as to preserve current density rights (approximately 13) for future development opportunities, on 40 acres.

Policy Analysis

See Exhibit A – Stapp Report to the Ogden Valley Planning Commission for staff analysis.

Planning Commission Recommendation

The proposed development agreement amendment is attached to this report as Exhibit A.

The Ogden Valley Planning Commission recommended approval with no modifications to the recommendations below from Planning Staff:

1. Staff's comments, suggestions, and edits regarding the DA should be more fully addressed prior to county commission approval.
2. Consider limiting the development agreement to the proposed three-lot subdivision, such that if the subject parcels are divided beyond the suggested three lots, then the recorded development agreement no longer applies and ordinance in place at the time of development shall apply. – The applicant has decided to include the entire 40 acres with this request, with appropriate modifications to the proposed development agreement.

Recommendation from the Planning Commission is offered with the following findings:

1. After the listed considerations are applied, the proposal helps advance the goals and objectives of the Ogden Valley General Plan.
2. The proposed changes are not detrimental to the overall health, safety, and welfare of the community and provides for better project outcomes than.
3. A negotiated development agreement is the most reliable way for both the jurisdiction and the applicant to realize mutual benefit.

Exhibits

Exhibit A: Staff Report to the Ogden Valley Planning Commission

Exhibit B: Proposed Development Agreement

Area Map



Exhibit A – Staff Report to the Ogden Valley Planning Commission

See Following Pages.



Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File #ZDA2025-04, A request from Kirk Langford for a public hearing, discussion, and possible recommendation regarding a development agreement to preserve development rights, and to allow for phased/an exemption of installation of certain infrastructure for a future three-lot subdivision, located at 6210 E 2300 N, Eden, UT, 84310 in the AV-3 Zone.

Agenda Date: August 26, 2025

Applicant: KIRK LANGFORD

File Number: ZDA2025-04

Frontier Project Link: <https://frontier.co.weber.ut.us/p/Project/Index/23037>

Property Information

Approximate Address: 6210 E 2300 N Eden UT 84310

Current Zone(s): Agricultural Valley (AV-3) Zone

Adjacent Land Use

North:	Agricultural	South:	Agricultural
East:	Agricultural	West:	Agricultural

Staff Information

Report Presenter: Tammy Aydelotte
taydelotte@webercountyutah.gov
801-399-8794

Report Reviewer: CE

Applicable Ordinances

§Title 102, Chapter 5 Rezone Procedures.
§Title 104, Chapter 2 Agricultural AV-3) Zone

Legislative Decisions

When the Planning Commission is acting as a recommending body to the County Commission, it is acting in a legislative capacity and has wide discretion. Examples of legislative actions are general plan, zoning map, and land use code amendments. Legislative actions require that the Planning Commission give a recommendation to the County Commission. For this circumstance, criteria for recommendations in a legislative matter require a review for compatibility with the general plan and existing ordinances.

Summary

Purpose of Request:

To allow for subdivision approval and recordation without the typical required connectivity standards, timelines for installation or bonding of subdivision infrastructure, as well as to preserve current density rights (approximately 13) for future development opportunities, on 40 acres.

Policy Analysis

Key Points:

1. Mr. Langford is asking for a 15' wide travel surface within a 24' easement/right-of-way with a fire turnaround at the end of the access easement. Street widths typically required by the County are minimum of 60', as required by Planning and Engineering. In addition, County Ordinance allows, in certain cases, for a shared private lane (§ Title106-2-2.030) requires and a minimum 24-foot wide right-of-way with a minimum of 20-feet of improved travel surface (hard-surface).

Instead of following either current ordinance (street standards, or shared private lane), the Mr. Langford is proposing a 15' wide dirt road access, both from the existing pavement (2300 North Street), as well as running north/south within a proposed future three-lot subdivision, where the County would typically require connection to potential future development.

2. Mr. Langford is asking for water suppression systems (individual sprinkler systems for each home) within his future subdivision, instead of providing a fire hydrant plan. **Weber Fire is only requiring individual fire suppression systems, for the first three lots of the future subdivision only. Any future development will be subject to Fire standards in place at the time of application.**

3. Mr. Langford is offering a 60-foot wide access easement along the southern boundary of parcel 22-049-0004, and roadway dedication along the southern boundary of parcel 22-049-0005 with the first subdivision plat. Mr. Langford acknowledges that when development occurs with the 31-acre parcel (22-049-0004), roadway dedication to the east may be required. **This offering is what would be required with a subdivision approval per County Ordinance (§ Title106-2-2.010), however, the required dedication would be proportionate to what the anticipated impact would be for a 2-3 lot subdivision (likely contained within the boundaries of parcel 22-049-0005, the nine-acre parcel) *"The standard method of ensuring ease of access, efficient mobility, reduced response time for first responders, effective emergency management, strong neighborhood relationships through interconnectivity, and a more equitable means of access to community opportunities, is by requiring Public Streets and Public Street connectivity at the time new development is proposed. As such, the default requirement for each subdivision Lot is to provide Lot Frontage on a street dedicated to the County as a public right-of-way and thoroughfare.***

- 1. Public Street dedication. Each street in a subdivision shall be dedicated to the county as a Public Street, except when a Private Street is allowed or required as provided in this Section 106-2-2.**
- 2. Standard street cross-sections. All proposed Public Streets shall conform to the county street cross-section standards, unless explicitly specified otherwise."**

4. Lot Development – Applicant is not asking for a rezone of his property. He is proposing to preserve open space by developing minimum 3-acre parcels. **Per Weber County § Title104-2-5, the minimum area for lots in the AV-3 zone is 3 acres. Applicant is proposing to meet minimum standards for the AV-3 Zone.**

5. Zoning Implications – The property zoning is not proposed to change from Agricultural Valley (AV-3).

Planning Commission Considerations

The proposed development agreement amendment is attached to this report as Exhibit A.

After reviewing the proposal within the constraints of existing development agreement and Weber County Ordinance, it is staff's opinion that this proposed amendment may help maintain the vision and goals of the Ogden Valley General Plan, specifically regarding resort development in the Form-Based Zone,. Staff is presenting analysis of the proposal, with possible conflicts in existing ordinance. This analysis is offered with the following considerations:

1. Staff's comments, suggestions, and edits regarding the DA should be more fully addressed prior to county commission approval.
2. Consider limiting the development agreement to the proposed three-lot subdivision, such that if the subject parcels are divided beyond the suggested three lots, then the recorded development agreement no longer applies and ordinance in place at the time of development shall apply.

Staff's analysis is offered with the following findings:

1. After the listed considerations are applied, the proposal helps advance the goals and objectives of the Ogden Valley General Plan.
2. The proposed changes is not detrimental to the overall health, safety, and welfare of the community and provides for better project outcomes than.
3. A negotiated development agreement is the most reliable way for both the jurisdiction and the applicant to realize mutual benefit.

Model Motions

The model motions herein are only intended to help the planning commissioners provide clear and decisive motions for the record. Any specifics provided here are completely optional and voluntary. Some specifics, the inclusion of which may or may not be desired by the motioner, are listed to help the planning commission recall previous points of discussion that may help formulate a clear motion. Their inclusion here, or any omission of other previous points of discussion, are not intended to be interpreted as steering the final decision.

Motion for positive recommendation *as-is*:

I move we forward a positive recommendation to the County Commission for File #ZDA2025-04, an application for a development agreement amendment for Kirk Langford, located at approximately 6210 E 2300 N, Eden, UT, 84310.

I do so in support of including the recommended additional considerations and findings in the staff report, and (if applicable) with the following additional findings:

Example findings:

1. *After the considerations listed in this recommendation are applied through a development agreement, the proposal generally supports and is anticipated by the vision, goals, and objectives of the Ogden Valley General Plan.*
2. *The project is not detrimental to the overall health, safety, and welfare of the community and provides for better project outcomes than the alternative.*
3. *A negotiated development agreement is the most reliable way for both the county and the applicant to realize mutual benefit.*
4. *The changes are supported by the General Plan.*
5. *The proposal serves as an instrument to further implement the vision, goals, and principles of the General Plan*
6. *The changes will enhance the general health and welfare of residents.*
7. *[_____ add any other desired findings here _____].*

Motion for positive recommendation *with changes*:

I move we forward a positive recommendation to the County Commission for File #ZDA2025-04, an application for a development agreement amendment for Kirk Langford, located at approximately 6210 E 2300 N, Eden, UT, 84310.

I do so in support of including the recommended additional considerations and findings in the staff report, and (if applicable) with the following additional **findings, edits, and/or corrections**:

Example of ways to format a motion with changes:

1. *Example: Add a requirement for roadside beautification, water wise vegetation, and street art/décor to the development agreement for the two collector streets in the development. Include decorative night sky friendly street lighting at reasonable intervals.*
2. *Example: Amend staff's consideration item # []. It should instead read: [**desired edits here**].*
3. *Etc.*

I do so with the following findings:

Example findings:

1. *[Example: Amend staff's finding item # [_____]. It should instead read: [_____desired edits here_____]].*
2. *[Example: allowing carte-blanche short-term rentals runs contrary to providing affordable long-term ownership or rental opportunities].*
3. *The proposed changes are supported by the General Plan. [Add specifics explaining how.]*
4. *The proposal serves as an instrument to further implement the vision, goals, and principles of the General Plan.*
5. *The changes will enhance the general health, safety, and welfare of residents.*
6. *Etc.*

Motion to recommend denial:

I move we forward a positive recommendation to the County Commission for File #ZDA2025-04, an application for a development agreement amendment for Kirk Langford, located at approximately 6210 E 2300 N, Eden, UT, 84310. **I do so with the following findings:**

Examples findings for denial:

- *Example: The proposal is not adequately supported by the General Plan.*
- *Example: The proposal is not supported by the general public.*
- *Example: The proposal runs contrary to the health, safety, and welfare of the general public.*
- *Example: The area is not yet ready for the proposed changes to be implemented.*
- *[_____add any other desired findings here_____].*

Exhibits

Exhibit A: Narrative from Applicant

Exhibit B: Applicant-Written Development Agreement

Exhibit C: Applicant Edits to Staff-Written Development Agreement

Area Map



Exhibit A – Narrative from Applicant

February 8, 2024

David Reed
Weber Fire District
Deputy Chief / Fire Marshal
2023 West 1300 North
Far West, UT 84404

Sean Wilkinson
Director, Weber County Community Development,
Rick Grover
Planning Director, Weber County Planning,
Charles Ewert
Principal Planner, Weber County Planning,
Chad Meyerhoffer
Project Manager, Weber County Public Works
Weber Center
2380 Washington Blvd.
Ogden, UT 84401

Dear Gentlemen:

Subject: Our Accommodation, Terms and Conditions, and Agreement Meeting on
December 18, 2023

I hope this letter finds you well. This letter serves to provide the summary of the accommodation terms and conditions for the Langford 3 lot, 3-acre subdivision agreement as discussed and reached in our December 18, 2023, meeting. The project location is at approximately 6200 East 2300 North, Eden Utah 84310, on APN: 22-049-0005. See attached in the email the Langford 3-lot, 3-acre draft plan as of February 8, 2024. Hansen & Associates Inc. is currently working on the final plan.

I have done my best and relied on my notes and our discussion to capture each of the terms and conditions we all agreed to in our meeting for the 3-lot, 3-acre subdivision approval upon completion of all the requirements listed herein. Please.... if I have missed or omitted something, or if my summary needs corrections or edits.... thank you in advance for following up with your input to the group included in this letter and email as soon as possible. We have moved ahead on many of these terms and conditions and made significant financial commitments to date: such as surveys, civil engineering, septic, Weber Basin Conservancy water right share purchases, and with the state of Utah for a well drilling permit. Purchasing water rights and especially hiring a contractor to drill a well upfront prior to subdivision approval are very significant non-refundable financial commitments. We will begin the other physical improvements in the spring as soon as the weather permits.

Summary of the Accommodations, Terms and Conditions

1. Access from Existing Unpaved Road: The development allows for access to the future subdivision from the existing unpaved road, starting from the pavement termination cul-de-sac turnaround on 2300 North and extending to approximately 6200 E.
2. Road Widening: To ensure the safety and accessibility of emergency services, the road will be widened with turnouts approximately every 200 feet to a width of 20 feet. This will allow two firetrucks to pass each other with ample space between them in a potential fire event where trucks will be passing each other hauling water.
3. Gravel Drive Construction: At approximately 6200 E., a gravel drive measuring 12 to 15 feet wide will be constructed south and north to the middle lot and homesite for our nephew. I referred, refer to this first lot development for our heir in our meeting and under these terms and conditions as "Phase 1." The drive access will transact over a 24-foot road and utility easement, the easement width called out in the current ordinance.
4. Our nephew's home that will be built on the middle lot, during Phase 1, shall be designed and constructed with a fire suppression system in the livable areas.
5. Phase 2 Unpaved Drive Access: if or when the other two lots are developed the access drive width south to north will be widened to 20 feet, as called out in the existing ordinance across the 24-foot road and utility easement.
6. Phase 2 Fire Suppression: fire suppression will be required if, or when, other homes are built in Phase 2 under the terms and conditions outlined herein.
7. Curved Hammerhead Turnaround: At the "T" entrance of the south-to-north drive access, and the main unimproved road, a curved hammerhead turnaround will be created to smooth the "T" out at their junction. It pretty much already exists now, but we will fill in east and west of the north drive access and west and east road to smooth out a hammer head turnaround radius to accommodate a larger vehicles and vehicles with trailers.
8. Load Capacity of Unpaved Road: The existing road is constructed and compacted and supports a load weight capacity of 80,000 pounds and more. Empirically, in all weather conditions, the road has demonstrated its ability over the last 35+ years to carry this weight load and more. The turnouts shall also be constructed to carry 80,000 pounds and more.
9. Road Plat Notes for Home Construction Approval for Plates with Right of Way Easements West of Langford Parcels: plat notes or equivalent notations stating the requirement for the widening of the existing dirt road to 20 feet and 80,000 pounds capacity before permits can be issued for home construction. Additionally, the waterline shall be extended, and hydrant placements added from the termination of the existing paved road east on the unpaved road on 2300 N. up to the west edge Langford parcels APN: 22-049-005 and APN: 22-049-0004.

10. In the event the Bar B Ranch east of the Langford Farm should need access for a sub-division in the future, this agreement will stipulate to allow a 60-foot road and utility easement beginning on the section marker on the east property boundary and southern property boundary, 60 feet north, continuing west along the southern property line of APN: 22-049-0004 to the western property line of APN: 22-049-0005. This condition and agreement is not binding to help pay for an improved road unless APN: 22-049-0004 and APN:22-049-005 are sub-divided with full entitlements gaining full rights, including ingress and egress from said improved road, which is not our desire or plan at this time.

11. Proof of water rights and proof of wet water (a well drilled prior to sub-division approval producing wet water is required per Rick and Charlie as of the date of our meeting) are required prior to approval of this 3-lot, 3-acre subdivision under the terms and conditions listed herein.

12. Approval of the type of septic tank needed by the Weber/Morgan Health department will be a condition of this 3-lot, 3-acre subdivision.

13. Other water drainage easements, well easements, and secondary irrigation ditch access easements will be included and recorded on the final subdivision plat.

I would like to express my sincere appreciation for your cooperation and assistance in accommodating these requirements. It is of utmost importance to us to be able to build a home for our heir(s) on this property, in part so we can keep our farm from being subdivided in its entirety. It is my deep desire and plan to keep this a working farm for future generations. We are committed to keeping the footprint of this development on the land as unobtrusive as possible, while ensuring the safety, accessibility, and the overall quality and success of this project.

Please do not hesitate to reach out to me if you have any further questions or require additional information. Thank you for your cooperation and attention to this matter.

Best regards,

Kirk Langford
Box 600
Eden, Utah 84310
801.243.5412
Klangford1@gmail.com

Exhibit B – Applicant-Written Development Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2025, by and between:

Weber County a political subdivision of the State of Utah, with its principal office located at 2380 Washington Blvd, Ogden, Utah 84401.

AND

Kirk S. Langford located at 6210 East 2300 North, Eden, Utah 84310.

RECITALS

WHEREAS, the Developer proposes to construct and develop the project known as "Black Horse Subdivision" on a 9.23 acre parcel. The development will be a low impact, light footprint, 3 lot subdivision, with all lots being slightly over 3 acres. The development is located on the Langford Farm at approximately 6200 East 2300 North, Eden, Utah 84310.

WHEREAS, the County and the Developer believe that the development of this project on a 9.23 acre parcel of a 40 acre farm conforms to the Ogden Valley General Plan and with the requirements accompanying the AV- 3 Zone in which this project is located. It serves the public interest because it is a low impact small agricultural preservation and protection development within the County that will help protect local farming and the farming infrastructure while also providing open space. The development design will help reduce overall density in Ogden Valley and will contribute to offsetting the associated environmental and economic impacts associated with smaller lots and higher density. The larger rural 3 acre lots, contiguous to the 31 acre working farm and owner's home will continue to provide critical wildlife habitat, natural ground water recharge and spring runoff drainage. Additionally, another important contribution to the community is that the developer will agree to dedicate and contribute a 60' right of way on the south end of the property through both the 9 acre parcel and the 31 acre parcel, subject to the approval of this agreement and the recording of the Black Horse subdivision, to provide future ingress and egress access to the Browning Ranch should the ranch owners decide at a future point in time to subdivide their property and to develop and wholly fund the infrastructure needed on the easement.

WHEREAS, the County and Developer wish to set forth the terms and conditions under which the Project will be developed.

AGREEMENT

1. DESCRIPTION OF THE PROJECT

The Project consists of a 9.23 acre parcel (22 – 049 – 0005). The northern part of the slightly sloping nearly level parcel has proximity to the southern foot of the mountain above and is contiguous to the southern boundary of the Elkhorn Ranch (22 – 049 – 0001). To the east, the development parcel is contiguous to the larger 31 acre working Langford Farm (22 – 049 – 0004), which is also contiguous to the southern side of the Elkhorn Ranch. The Langford Farm's eastern boundary is contiguous to the western boundary of Browning's Bar B Ranch (22 – 052 – 0014).

The development has 3 lots. Lot 1, Red Hawk is 3.08 acres, Lot 2, Golden Eagle is 3.07 acres, and Lot 3, Osprey is 3.07 acres.

2. DEVELOPMENT APPROVAL

The Developer shall obtain all necessary permits and approvals from the County prior to commencing construction of the Project. The Developer agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances.

3. FINANCIAL OBLIGATIONS

The Developer agrees to pay all applicable fees associated with and specific to the Project, including but not limited to, building permits, inspection fees, and impact fees as determined by the County.

4. INFRASTRUCTURE AND IMPROVEMENTS

The Developer shall be responsible for all infrastructure and improvement requirements included in the applications filed with Weber County Planning, Weber / Morgan Health and with provisions set forth in this Development Agreement: "and additionally, will be in accordance with agreements described and clarified with other regulatory agencies and departments included in a letter of agreement between the county and the developer – labeled Addendum A."

5. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Utah.

6. MISCELLANEOUS

- a. Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or discussions.
- b. Amendments: This Agreement may be amended only in writing signed by both parties.
- c. Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement as of the day and year first above written.

COUNTY:

By: _____
Name: _____
Title: _____
Date: _____

DEVELOPER:

By: _____
Name: Kirk S. Langford
Title: Owner
Date: _____

Exhibit C – Applicant Edits to Staff-Written Development Agreement

See Following pages.

WHEN RECORDED, RETURN TO:

Kirk S. Langford
P.O. Box 600
6210 East 2300 North
Eden, UT 84310

DEVELOPMENT AGREEMENT FOR KIRK LANGFORD – BLACK HORSE SUBDIVISION

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2025 (“Effective Date”) by and between WEBER COUNTY, a political subdivision of the State of Utah (“County”), and KIRK LANGFORD, (“Developer”), and made effective as of the Effective Date (defined below).

RECITALS

- A. Developer owns approximately 40.00 acres of real property located in Weber County, Utah, as more particularly described on the attached Exhibit A
- B. The Property is presently zoned Agricultural Valley (AV-3) and is currently developed with a single residence.
- C. Developer intends to develop the Property as a residential subdivision consistent with the Preliminary Plan (“Project”), as shown in Exhibit B.
- D. By this Agreement, the County and Developer confirm the Property’s vested entitlements for the development of the Project consistent with the zoning requirements in place at the time of this agreement. The County has determined that entering into this Agreement furthers the purposes of Utah’s County Land Use, Development, and Management Act (CLUDMA), and the County’s land use ordinances. As a result of such determination, the County has elected to move forward with the approvals necessary to approve the development of the Project in accordance with the terms and provisions of this Agreement. This Agreement is a “development agreement” within the meaning of and entered into pursuant to the terms of Utah Code Ann. §17-27a-102(2), and which approval to enter into this Agreement constitutes a decision utilizing the County’s legislative judgment and its policy making authority regarding the development of the Project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following:

TERMS

1. **Incorporation of Recitals and Exhibits; Definitions.**

- 1.1 **Incorporation.** The foregoing Recitals and all Exhibits are hereby incorporated into this Agreement.
- 1.2 **Definitions.** As used in this DA, the words and phrases specified below shall have the following

meanings:

1.2.1 Applicable Law means the County's Vested Laws and any of the County's Future Laws that may apply as provided in Section 2.3 below.

- 1.2.2 Applicant means a person or entity submitting a Development Application.
- 1.2.3 Association means an entity that Developer may establish to operate and maintain common areas or private roads of the Project.
- 1.2.4 County Commission means the elected Weber County Commission.
- 1.2.5 County's Future Laws means the ordinances that may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending on the provisions of this Agreement.
- 1.2.6 County's Vested Laws means the ordinances of the County in effect as of the Effective Date.
- 1.2.7 Default means a material breach of this Agreement as specified herein.
- 1.2.8 Development Application means an application to the County for development of all or a portion of the Project, including a Final Plat, or any other permit (including, but not limited to, building permits or conditional use permit), certificate or other authorization from the County required for development of the Project.
- 1.2.9 Final Plat means the recordable map or other graphical representation of land prepared in accordance with *Utah Code Ann.* § 17-27a-603, or any successor provision, and approved by the County, effectuating a subdivision of any portion of the Project.
- 1.2.10 Final Unit Count means the total number of Units within the Project, which number shall be no more than the density permitted by the Zoning.
- 1.2.11 Notice means any written notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.
- 1.2.12 Party/Parties means, in the singular, either Developer or the County; in the plural, Developer and the County.
- 1.2.13 Preliminary Plan has the meaning provided in Recital C above.
- 1.2.14 Private Roadways means roadways constructed throughout the Project that are not Public Infrastructure and which will be owned and maintained by an Association or by the owner of the property subject to the Private Roadway.
- 1.2.15 Property means the real property owned by and to be developed by Developer more fully described in Exhibit A.
- 1.2.16 Public Infrastructure means those elements of infrastructure that are planned to be dedicated to the County or other public entities as a condition of the approval of a Development Application, which may include, but shall not be limited to storm water improvements; utility infrastructure of every type including, without limitation, electric, gas, fiber, and other communications utilities; road infrastructure, including without limitation, bridges and underpasses; street lighting and landscaping; and dedications of land for excess capacity in system improvements or excess capacity in improvements accommodating uses outside of the Project.
- 1.2.17 Public Roadways means the public roadways identified on the Preliminary Plan that will be dedicated to the County upon completion.

1.2.18 Unit means a structure or any portion thereof designed and constructed for single family occupancy as a residence and located in one (1) or more buildings within the Project in the locations set forth on the Preliminary Plan.

1.2.1 Zoning means the zoning of the Property as further set forth in the County's Vested Laws which is Agricultural Valley AV-3.

2. **Vested Rights**

2.1 **Vested Rights.** To the maximum extent permissible under state and federal law, and at equity, County and Developer agree that this Agreement confirms that Developer is vested with all rights to develop the Property in accordance with County's Vested Laws, including the provisions of the Zoning, without modification or change by the County except as specifically provided herein. Specifically, Developer is vested with the right to: (i) develop and construct the Project in accordance with this Agreement and the Preliminary Plan and (ii) connect to existing public infrastructure, upon the payment of generally applicable and lawful fees. The Property is also vested with access to all County roads, described below, which adjoin or traverse any portion of the Property. The Parties intend that the rights granted to Developer hereunder are contractual vested rights and include the rights that exist as of the Effective Date under statute, common law and at equity. The Parties acknowledge and agree that this Agreement provides significant and valuable rights, benefits, and interests in favor of Developer and the Property, including, but not limited to, certain vested rights, development rights, permitted and conditional uses, potential rights for new improvements, facilities, and infrastructure, as well as flexible timing, sequencing, and phasing rights to facilitate the development of the Property. In the event of a conflict between this Agreement and the Weber County Code, this Agreement shall control.

2.2 **Future Laws.** The County's Future Laws with respect to the Project or the Property shall not apply except as follows:

2.2.1 County's Future Laws that Developer agrees in writing to the application thereof to the Project;

2.2.2 County's Future Laws which are generally applicable to all properties in the County and which are required to comply with state and federal laws and regulations affecting the Project and do not effect a taking of the right to develop the uses and the densities described in this Agreement;

2.2.3 County's Future Laws that are updates or amendments to the state construction codes currently codified in Title 15A-2-102 of the Utah Code and are required to meet legitimate concerns related to public health, safety or welfare;

2.2.4 Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons and entities similarly situated;

2.2.5 Changes to the amounts of fees (but not changes to the times provided in the County's Current Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the County and which are adopted pursuant to State law; and

2.2.6 Impact fees or modifications thereto which are lawfully adopted, imposed, and collected within the County.

2.3 **Conflict between Preliminary Plan and County's Vested Laws.** The Parties agree that the Preliminary Plan attached hereto is only preliminary in nature and may not contain all required information or may not have yet received all required reviews necessary to demonstrate compliance with all applicable County Vested Laws related to a Final Plat. Developer agrees that all applicable County Vested Laws shall apply to all Final Plats for the Property, and any representation in the Preliminary Plan that does not comply with County Vested Laws shall not be construed to be a waiver from County Vested Laws.

2.4 **Early Termination Right.** At any time during the Term (defined below) of this Agreement, Developer may elect to terminate this Agreement as to all or part of the Property by sending Notice to the County, if the Property or any portion of the Property is annexed into or otherwise becomes subject to the jurisdiction of a land use authority other than the County.

3. **Development of the Project.**

3.1 **Phasing; Configuration.** Developer shall have the right to determine the timing, sequencing, and phasing of the Project; provided, however, each phase of the Project shall be subject to and comply with applicable Zoning standards that are not in conflict with the terms and provisions contained in this Agreement. ~~Under the zoning in place at the time of this agreement, the Developer is entitled to a total of no more than twelve (12) additional development rights, to be developed at a time when the Developer sees fit.~~ The Property may be developed for all uses approved by the County in accordance with the County's Vested Laws. Subject to the terms of this Agreement and the Zoning, County and Developer expressly agree that Developer shall have the ability to adjust the Preliminary Plan including variations to the exact locations and densities of building locations and roads and rights-of-way, but in no event shall the Final Unit Count within the Project exceed the density permitted by the Zoning.

3.2 **Roadway Improvements.** Developer shall construct, or cause to be constructed, all Private Roadways within the Project that are necessary for the connectivity within the Project and development of the Project as required by the Zoning and this Agreement. See Section 3.4, Community Benefits, for the treatment of Public Roadways. This requirement includes a north/south right-of-way that runs either along the east or west side of the approximate nine-acre parcel. The Developer shall construct the road access into Phase I, or the first residential lot, a minimum of 15' wide road within a 24' right of way, with an approved fire turnaround installed at the end of the road of the first residential lot in the subdivision. Upon the development of the remaining Phase II, the north/south road needs to be widened to a minimum of 20' and there must be an installed turnaround just beyond the northern most structure. The travel surface of this 15' or 20' wide unpaved, private shared access road as platted on the eastern boundary of the Project shall be of a material that shall meet minimum requirements as per Weber County Engineering and Weber Fire District. Developer or an Association established by Developer shall be responsible for maintaining and performing snow removal services on the Private Roadways.

The width of the right of way for a Public Roadway, along the southern boundary of the Project is to be not less than 60' as indicated on the Preliminary/Concept Plan, but may be adjusted by mutual agreement of the County and Developer.

3.3 **Weber Fire District Requirements.** Developer shall improve access to lots/residences in phases, per instruction from the Weber Fire District.

3.3.1 Prior to issuance of the first building permit in the Black Horse subdivision, Weber Fire District requires the following:

- The dirt road from cul-de-sac on 2300 N. to the subdivision entrance shall have approved fire turnouts installed every 200' to a width of 20'.
- An approved fire turnaround shall be installed at the end of the road (2300 North), near the entrance to the subdivision.
- The road access into Phase I, or the first residential lot, shall be a minimum of 15' wide with an approved fire turnaround installed at the end of the road in the subdivision.
- All roads and access shall be an approved surface capable of supporting the imposed load of fire apparatus up to 75,000 pounds.
- All residences shall have an NFPA 13D fire sprinkler system installed.

- Residences that are set back more than 150' from subdivision roads shall have a driveway/access that is a minimum of 20' wide with an approved fire turnaround at the end.

3.3.2 Any future Phases or additional residences built in the Project shall require the following::

- The dirt road from the cul-de-sac on 2300 North to the subdivision, and all roads within the subdivision, shall be widened to a minimum of 20'.
- Approved fire turnarounds shall be installed at the end roads within the subdivision.
- All roads and access shall be an approved surface capable of supporting the imposed load of fire apparatus up to 75,000 pounds.
- All residences shall have an NFPA 13D fire sprinkler system installed.
- Residences that are set back more than 150' from subdivision roads shall have a driveway/access that is a minimum of 20' wide with an approved fire turnaround at the end.

3.4 **Community Benefits.** In consideration for receipt of the benefits offered by this Agreement, Developer hereby volunteers to dedicate a public 60' right-of-way along the southern boundary of the subject property within the proposed subdivision, to the easternmost extent. This right-of-way shall be dedicated at recording of the first plat. The developer further agrees to dedicate a public access easement continuing eastward to the furthestmost extent of the adjacent parcel. Improvements shall be installed in accordance with County standards at a time when development beyond at the development referenced in this Agreement (Exhibit B) warrants. Therefore, development of this Project will not cause the Public Roadway to be constructed. Developer agrees that this is a contribution offered of the Developer's own free will as part of the consideration for this Agreement, which is a voluntary development choice made by Developer. As such, Developer agrees that this contribution is not an exaction imposed by the County or any other entity. Developer agrees to dedicate this right-of-way with the recordation of the first subdivision plat. No building division or planning division application will be accepted or approved, and any that are approved shall be void, until the County receives this donation.

4. **Term of Agreement.** The initial term of this Agreement commences on the Effective Date and continues for a period of fifteen (15) years ("Term").

4.1 **Meet and Confer regarding Development Application Denials.** Upon written request by Developer, the County and Developer or Applicant shall meet within fifteen (15) business days of any tabling of a Development Application or denial to discuss how the Developer may resolve the issues specified in the tabling or denial of a Development Application.

4.2 **County Denial of a Development Application.** If the County denies a Development Application the County shall provide the Applicant with a Notice advising the Applicant of the reasons for denial, including specifying the reasons the County believes that the Development Application is not consistent with this Agreement, the Preliminary Plan, and/or any applicable County's Vested Laws (or, if applicable, the County's Future Laws).

5. **Application Under County's Future Laws.** Without waiving any rights granted by this Agreement, Developer may at any time, choose to submit a Development Application for some or all of the Project under the County's Future Laws in effect at the time of the Development Application. Any Development Application filed for consideration under the County's Future Laws shall be governed by all portions of the County's Future Laws related to the Development Application. The election by Developer at any time to submit a Development Application under the County's Future Laws shall not be construed to prevent or limit Developer from submitting under and relying on County's Vested Laws for other Development Applications.

6. **Public Infrastructure and Utilities.**

6.1 **Construction by Developer.** Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval

of a Development Application. For purposes of this Agreement, Developer has no obligation to construct of cause to be constructed and installed any Public Infrastructure. Subject to Section 6.3 below Developer shall be responsible for the cost of all Public Infrastructure, which is roughly proportionate (as determined by law) to the impacts of the Project.

6.2 **Culinary Water and Sanitary Sewer Improvements.** Private well(s) and private onsite wastewater disposal systems will be utilized within the Project, and the County shall not require Developer to install a culinary water system or sanitary sewer system throughout the Project.

6.3 **County Services.** County shall make available (subject to application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates) municipal services to the Property. Such services shall be provided to the Property at the same levels of services, on the same terms and at rates as approved by the County Commission, which rates may not differ materially from those charged to others in the County's unincorporated Ogden Valley area. County also agrees to cooperate in making available public rights of way and easements for use by utility and service providers to development within the Property.

7. **Default.**

7.1 **Notice.** If Developer or the County fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

7.2 **Contents of the Notice of Default.** The Notice of Default shall:

7.2.1 Specific Claim. Specify the claimed event of Default;

7.2.2 Applicable Provisions. Identify with particularity the provisions of any Applicable Law, rule, regulation or provision of this Agreement that is claimed to be in Default;

7.2.3 Materiality. Identify why the Default is claimed to be material; and

7.2.4 Cure. Propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

7.3 **Remedies.** If the Parties are not able to resolve the Default within the cure period, then the Parties may have the following remedies:

7.3.1 Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, or specific performance.

7.3.2 Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits or other permits for development of the Project in the case of a Default by Developer until the Default has been cured.

7.4 **Attorney Fees.** The Party prevailing in any action brought to enforce the terms of this Agreement shall be awarded its reasonable legal expenses, including its reasonable attorney fees.

7.5 **Public Meeting.** Before any remedy in Section 8.3 may be imposed by the County, the Party allegedly in Default shall be afforded the right to attend a public meeting before the County Commission and address the County Commission regarding the claimed Default.

7.6 **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days, then such cure period may be extended at the discretion of the Party asserting Default so long as the defaulting Party is pursuing a cure with reasonable diligence.

7.7 **Default of Assignee.** A Default of any obligations assumed by an assignee shall not be deemed a Default of Developer.

8. **Notices.** All Notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing by either by certified mail, hand delivery, overnight courier service, or email to the following addresses:

To Developer:

Kirk Langford
P.O Box 600
6210 E 2300 N
Eden, UT 84310
Email: klangford1@gmail.com

With a Copy to:

To Weber County:

Weber County
2380 Washington Blvd.
Ogden, Utah 84401
Attention: County Commissioners

With a Copy to:

Weber County Attorney
2380 Washington Blvd
Suite 230
Ogden, Utah 84401

8.1 **Effectiveness of Notice.** Except as otherwise provided in this DA, each Notice shall be effective and shall be deemed delivered on the earlier of:

8.1.1 Hand Delivery. Its actual receipt, if delivered personally or by courier service.

8.1.2 Electronic Delivery. Its actual receipt if delivered electronically by email and the sending Party has an electronic receipt of the delivery of the Notice.

8.1.3 Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by Certified United States Mail and actually deposited in or delivered to the United States Postal Service.

8.1.4 Change of Address. Any Party may change its address for Notice under this Agreement by giving written Notice to the other Party in accordance with the provisions of this Section 9.1.4.

9. **Headings.** The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.

10. **No Third-Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the County or Developer. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights except as expressly provided herein. The Parties acknowledge that this Agreement refers to a private development and that the County has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the County has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the County's.

11. Administrative Modifications.

11.1 **Allowable Administrative Applications:** The following modifications to the applicability of this

Agreement may be considered and approved by the Administrator.

11.1.1 Infrastructure. Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

11.1.2 Minor Amendment. Any other modification deemed to be a minor routine and uncontested modification by the Administrator.

11.2 **Application to Administrator**. Applications for Administrative Modifications shall be filed with the Administrator.

11.3 **Administrator's Review of Administrative Modification**. The Administrator shall consider and decide upon the Administrative Modification within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Modification. If the Administrator approves the Administrative Modification, the Administrator shall record notice of such approval against the applicable portion of the Property in the official County records. The Administrator may determine that any proposed Administrative Modification should be processed as an Amendment pursuant to Section 17.

11.4 **Appeal of Administrator's Denial of Administrative Modification**. If the Administrator denies any proposed Administrative Modification, or determines that the proposal does not qualify as an Administrative Modification pursuant to Sections 12.1.1 and 12.1.2, the Applicant may process the proposed Administrative Modification as a Modification Application.

12. **Amendment**. Except for Administrative Modifications, any future amendments to this Agreement shall be considered as Modification Applications subject to the following processes.

12.1 **Who May Submit Modification Applications**. Only the County and Developer or an assignee that succeeds to all of the rights and obligations of the Developer under this Agreement may submit a Modification Application.

12.2 **Modification Application Contents**. Modification Applications shall:

12.2.1 Identification of Property. Identify the property or properties affected by the Modification Application.

12.2.2 Description of Effect. Describe the effect of the Modification Application on the affected portions of the Project.

12.2.3 Identification of Non-County Agencies. Identify any Non-County agencies potentially having jurisdiction over the Modification Application.

12.2.4 Map. Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Uses of all such properties.

12.3 **Fee**. Modification Applications shall be accompanied by a fee as adopted by the County and as amended from time to time.

12.4 **County Cooperation in Processing Modification Applications**. The County shall cooperate reasonably in fairly processing Modification Applications within the typical timeliness of such applications.

12.5 **Planning Commission Review of Modification Applications**.

12.5.1 Review. All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the County's Vested Laws in light of the nature and/or complexity of the Modification Application and based on the ongoing workload of the applicable reviewers.

12.5.2 **Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by the Commission.

12.6 **Commission Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation for the Modification Application, the Commission shall consider the Modification Application.

12.7 **Commission's Objections to Modification Applications.** If the Commission objects to the Modification Application, the Commission shall provide a written determination advising the Applicant of the reasons for denial

13. **Estoppel Certificate.** Upon twenty (20) days prior written request by Developer, the County will execute an estoppel certificate to any third party certifying that the Developer, as the case may be, at that time is not in default of the terms of this Agreement.

14. **Assignability.** The rights and responsibilities of Developer under this Agreement may be assigned in whole by Developer as provided herein.

15. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

16. **Severability.** If any immaterial provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

17. **Force Majeure.** Any prevention, delay, or stoppage of the performance of any obligation under this Agreement that is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties, pandemic, quarantine, 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.

18. **Time is of the Essence.** Subject to the contrary provisions of this Agreement, time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

19. **Applicable Law.** This Agreement is entered into in Weber County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

20. **Venue.** Any action to enforce this Agreement shall be brought only in the First District Court for the State of Utah in Weber County.

21. **Entire Agreement.** This Agreement, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

22. **Mutual Drafting.** Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against any Party based on which Party drafted any particular portion of this Agreement.

23. **Recordation and Running with the Land.** This Agreement shall be recorded in the chain of title for the Property. This Agreement shall be deemed to run with the land. This Agreement does not apply to an end user of the lots within the Project, as this Agreement is intended to govern the development of the Project, not the use by subsequent owners, occupants, or residents.

24. **Exclusion from Moratoria**. The Property shall be excluded from any moratorium adopted pursuant to *Utah Code Ann.* § 10-9a-504 unless such a moratorium is found on the record by the County Commission to be necessary to avoid a physical harm to third parties and the harm, if allowed, would

jeopardize a compelling, countervailing public interest as proven by the County with clear and convincing evidence.

25. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. County is entering into this Agreement after taking all necessary actions to enter into the agreements and understandings set forth herein.

26. **Referendum or Challenge.** Both Parties understand that a legislative action by the Weber County Commission may be subject to referral or challenge by individuals or groups of citizens. If a referendum or challenge relates to the Weber County Commission's approval of this Agreement, and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code Ann. § 20A-7-601, then Developer may deliver a Notice of rescission to the County to terminate this Agreement. Upon Developer's delivery of a Notice of rescission pursuant to this Section 24, this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Agreement.

[Signature Pages Follow]

COUNTY:

Approved as to form and legality:

County Attorney

Attest:

Bahy
Rahimzadegan
County
Recorder

WEBER COUNTY,
a Utah political subdivision

By: _____
Name: Sharon Bolos
Its: County Commission
Chair

COUNTY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the _____ day of _____, 2025 personally appeared before me Gage Froerer who being by me duly sworn, did say that he is the Chair of the Weber County Commission, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the County by authority of the Weber County Commission and said Gage Froerer acknowledged to me that the County executed the same.

NOTARY PUBLIC

EXHIBIT A

Legal Description of the Property

Parcel No. 22-049-0005 Pcv

PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 15.50 CHAINS WEST OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION; RUNNING THENCE WEST 4.50 CHAINS; THENCE NORTH 20 CHAINS; THENCE EAST 4.50 CHAINS; THENCE SOUTH 20 CHAINS TO THE PLACE OF BEGINING. CONTAINING 9 ACRES, MORE OR LESS. TOGETHER WITH A RIGHT OF WAY OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT A POINT 20 CHAINS WEST OF THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: RUNNING THENCE WEST 736 FEET, MORE OR LESS, TO THE GRANTORS WEST PROPERTY LINE, THENCE NORTHERLY ALONG SAID WEST PROPERTY LINE 60 FEET, THENCE EAST 736 FEET, MORE OR LESS, TO A POINT NORTH OF THE POINT OF BEGINNING, THENCE SOUTH 60 FEET TO THE POINT OF BEGINNING. SUBJECT TO A RIGHT OF WAY FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 60 FEET (BOOK 1655 PAGE 1732).

Parcel No. 22-049-0004

PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER SECTION, AND RUNNING THENCE WEST 62 RODS; THENCE NORTH 80 RODS THENCE EAST 62 RODS; THENCE SOUTH 80 RODS TO THE PLACE OF BEGINNING. CONTAINING 31 ACRES, MORE OR LESS, IN WEBER COUNTY, UTAH. TOGETHER WITH A RIGHT OF WAY OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT A POINT 20 CHAINS WEST OF THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: RUNNING THENCE WEST 736 FEET, MORE OR LESS, TO THE GRANTORS WEST PROPERTY LINE, THENCE NORTHERLY ALONG SAID WEST PROPERTY LINE 60 FEET, THENCE EAST 736 FEET, MORE OR LESS, TO A POINT NORTH OF THE POINT OF BEGINNING, THENCE SOUTH 60 FEET TO THE POINT OF BEGINNING. SUBJECT TO A RIGHT OF WAY FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 60 FEET (BOOK 1655, PAGE 1732).

EXHIBIT B

Preliminary Plat of Project (~ 9.23 Acres Black Horse
Subdivision

Exhibit B – Proposed Development Agreement

See Following Pages.

WHEN RECORDED, RETURN TO:

Kirk S. Langford
P.O. Box 600
6210 East 2300 North
Eden, UT 84310

**DEVELOPMENT AGREEMENT
FOR KIRK LANGFORD – BLACK
HORSE SUBDIVISION**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2025 (“Effective Date”) by and between WEBER COUNTY, a political subdivision of the State of Utah (“County”), and KIRK LANGFORD, (“Developer”), and made effective as of the Effective Date (defined above).

RECITALS

A. Developer owns approximately 40.00 acres of real property located in Weber County, Utah, as more particularly described on the attached Exhibit B

B. The Property is presently zoned Agricultural Valley (AV-3) and is currently developed with a single residence.

C. Developer intends to develop the Property as a residential subdivision consistent with the Preliminary Plan, as shown in Exhibit A

D. By this Agreement, the County and Developer confirm the Property’s vested entitlements (12 development rights) for the development of the Project consistent with the zoning requirements in place at the time of this agreement. The County has determined that entering into this Agreement furthers the purposes of Utah’s County Land Use, Development, and Management Act (CLUDMA), and the County’s land use ordinances. As a result of such determination, the County has elected to move forward with the approvals necessary to approve the development of the Project in accordance with the terms and provisions of this Agreement. This Agreement is a “development agreement” within the meaning of and entered into pursuant to the terms of Utah Code Ann. §17-27a-102(1)(b), and which approval to enter into this Agreement constitutes a decision utilizing the County’s legislative judgment and its policy making authority regarding the development of the Project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits: Definitions.

1.1 **Incorporation.** The foregoing Recitals and all Exhibits are hereby incorporated into this Agreement.

1.2 **Definitions.** As used in this Agreement, the words and phrases specified below shall have the following meanings:

1.2.1 Administrator means the person designated by the County as the Administrator of this Development Agreement.

1.2.2 Applicable Law means the County’s Vested Laws and any of the County’s Future Laws that may apply as provided in Section 2.2 below.

- 1.2.3 Applicant means a person or entity submitting a Development Application.
- 1.2.4 Association means an entity that Developer may establish to operate and maintain common areas or private roads of the Project.
- 1.2.5 County Commission means the elected Weber County Commission.
- 1.2.6 County's Future Laws means the ordinances that may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending on the provisions of this Agreement.
- 1.2.7 County's Vested Laws means the ordinances of the County in effect as of the Effective Date.
- 1.2.8 Default means a material breach of this Agreement as specified herein.
- 1.2.9 Development Application means an application to the County for development of all or a portion of the Project, including a Final Plat, or any other permit (including, but not limited to, building permits or conditional use permit), certificate or other authorization from the County required for development of the Project.
- 1.2.10 Final Plat means the recordable map or other graphical representation of land prepared in accordance with *Utah Code Ann.* § 17-27a-603, or any successor provision, and approved by the County, effectuating a subdivision of any portion of the Project.
- 1.2.11 Final Unit Count means the total number of Units within the Project, which number shall be no more than the density permitted by the Zoning.
- 1.2.12 Notice means any written notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.
- 1.2.13 Party/Parties means, in the singular, either Developer or the County; in the plural, Developer and the County.
- 1.2.14 Preliminary Plan has the meaning provided in Recital C above.
- 1.2.15 Private Roadways means roadways constructed throughout the Project that are not Public Infrastructure, and which will be owned and maintained by an Association or by the owner of the property subject to the Private Roadway.
- 1.2.16 Project means the area consisting of parcels 22-049-0004 and 22-049-0005.
- 1.2.17 Property means the real property owned by and to be developed by Developer more fully described in Exhibit B.
- 1.2.18 Public Infrastructure means those elements of infrastructure that are planned to be dedicated to the County or other public entities as a condition of the approval of a Development Application, which may include, but shall not be limited to storm water improvements; utility infrastructure of every type including, without limitation, electric, gas, fiber, and other communications utilities; road infrastructure, including without limitation, bridges and underpasses; street lighting and landscaping; and dedications of land for excess capacity in system improvements or excess capacity in improvements accommodating uses outside of the Project.
- 1.2.19 Public Roadways means the public roadways identified on the Preliminary Plan that will be dedicated to the County upon completion.

1.2.20 Unit means a structure, or any portion thereof designed and constructed for single family occupancy as a residence and located on the Property.

1.2.1 Zoning means the zoning of the Property as further set forth in the County's Vested Laws which is Agricultural Valley AV-3.

2. Vested Rights

2.1 **Vested Rights.** To the maximum extent permissible under state and federal law, and at equity, County and Developer agree that this Agreement confirms that Developer is vested with all rights to develop the Property in accordance with County's Vested Laws, including the provisions of the Zoning, without modification or change by the County except as specifically provided herein. Specifically, Developer is vested with the right to: (i) develop and construct the Project in accordance with this Agreement and the Preliminary Plan and (ii) connect to existing public infrastructure, upon the payment of generally applicable and lawful fees. The Property is also vested with access to all County roads, described below, which adjoin or traverse any portion of the Property. The Parties intend that the rights granted to Developer hereunder are contractual vested rights and include the rights that exist as of the Effective Date under statute, common law and at equity. The Parties acknowledge and agree that this Agreement provides significant and valuable rights, benefits, and interests in favor of Developer and the Property, including, but not limited to, certain vested rights, development rights, permitted and conditional uses, potential rights for new improvements, facilities, and infrastructure, as well as flexible timing, sequencing, and phasing rights to facilitate the development of the Property. In the event of a conflict between this Agreement and the Weber County Code, this Agreement shall control.

2.2 **Future Laws.** The County's Future Laws with respect to the Project or the Property shall not apply except as follows:

2.2.1 County's Future Laws that Developer agrees in writing to the application thereof to the Project;

2.2.2 County's Future Laws which are generally applicable to all properties in the County and which are required to comply with state and federal laws and regulations affecting the Project and do not effect a taking of the right to develop the uses and the densities described in this Agreement;

2.2.3 County's Future Laws that are updates or amendments to the state construction codes currently codified in Title 15A-2-102 of the Utah Code and are required to meet legitimate concerns related to public health, safety or welfare;

2.2.4 Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons and entities similarly situated;

2.2.5 Changes to the amounts of fees (but not changes to the times provided in the County's Current Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the County and which are adopted pursuant to State law; and

2.2.6 Impact fees or modifications thereto which are lawfully adopted, imposed, and collected within the County.

2.3 **Conflict between Preliminary Plan and County's Vested Laws.** The Parties agree that the Preliminary Plan attached hereto is only preliminary in nature and may not contain all required information or may not have yet received all required reviews necessary to demonstrate compliance with all applicable County Vested Laws related to a Final Plat. Developer agrees that all applicable County Vested Laws shall apply to all Final Plats for the Property.-

2.4 **Early Termination Right.** If the Property or any portion of the Property is annexed into or otherwise becomes subject to the jurisdiction of a land use authority other than the County, then at any time during the Term (defined below) of this Agreement, Developer may elect to terminate this Agreement as to all or part of the Property by sending Notice to the land use authority having jurisdiction.

3. **Development of the Project.**

3.1 **Phasing; Configuration.** Developer shall have the right to determine the timing, sequencing, and phasing of the Project; provided, however, each phase of the Project shall be subject to and comply with applicable Zoning standards that are not in conflict with the terms and provisions contained in this Agreement. The Property may be developed for all uses approved by the County in accordance with the County's Vested Laws. Subject to the terms of this Agreement and the Zoning, County and Developer expressly agree that Developer shall have the ability to adjust the Preliminary Plan, including variations to the exact locations and densities of building locations and roads and rights-of-way, but in no event shall the Final Unit Count within the Project exceed the density permitted by the Zoning.

3.2 **Roadway Improvements.** Developer shall construct, or cause to be constructed, all roadways within the Project that are necessary for the development of and connectivity within the Project as required by Weber County Land use ordinance and this Agreement. This requirement includes a 24-foot private north/south right-of-way that runs either along the east or west side of the approximate nine-acre parcel. The Developer shall construct all roadways within this 9-acre development per Weber Fire District standards outlined under 3.3 in this Agreement. Developer or an Association established by Developer shall be responsible for maintaining and performing snow removal services on the Private Roadways.

In consideration for receipt of the benefits offered by this Agreement, Developer hereby volunteers to grant a public 60' access easement, to be converted later into a right-of-way owned in fee, along the southern boundary of the Project. This public access easement shall be granted to the east boundary of the Project, on parcels 22-049-0005 and 22-049-0004. The form of the easement is shown as Exhibit C. At the time when a subdivision Development Application is approved, either within the Project or outside of the Project to the east of parcel 22-049-0004, that will be accessed using this right-of-way to the east of the three lots referenced in the concept plan shown in Exhibit A, then (a) improvements shall be installed in accordance with Utah State code, County's Vested Laws, and any other applicable standards, and (b) the easement shall be converted to a right-of-way owned in fee by the County or other jurisdiction having authority, by means of the Developer conveying that portion of the Property to the jurisdiction via deed. The width of the public access easement and right-of-way shall be no less than 60' as indicated on the Preliminary/Concept Plan, to accommodate a future improved travel surface approximately 30 feet wide, but may be adjusted by mutual agreement of the County and Developer. When required improvements are installed, the Developer shall be responsible for paying their proportionate share of improvements, as calculated in accordance with County's Vested Laws.

3.3 **Weber Fire District Requirements.** Developer shall improve access to lots/residences in phases, per instruction from the Weber Fire District.

3.3.1 Prior to issuance of the first building permit in the Project, Weber Fire District requires the following:

- The dirt road from the cul-de-sac on 2300 N. to the subdivision entrance shall have approved fire turnouts installed every 200' to a width of 20'.
- An approved fire turnaround shall be installed at the subdivision entrance on 2300 N.

- The access from the entrance to the subdivision to the first residential lot, shall be a minimum of 15' wide with an approved fire turnaround installed at the end of the road in the subdivision.
- All roads and access shall be an approved surface capable of supporting the imposed load of fire apparatus up to 75,000 pounds.
- All residences shall have an NFPA 13D fire sprinkler system installed.
- Residences that are set back more than 150' from subdivision roads shall have a driveway/access that is a minimum of 20' wide with an approved fire turnaround at the end.

3.3.2 Prior to issuance of the second building permit in the Project, Weber Fire District requires the following:

- The dirt road from the cul-de-sac on 2300 North to the subdivision, and all roads within the subdivision, shall be widened to a minimum of 20'.
- Approved fire turnarounds shall be installed at the end of each road within the subdivision.
- All roads and accesses shall be an approved surface capable of supporting the imposed load of fire apparatus up to 75,000 pounds.
- All residences shall have an NFPA 13D fire sprinkler system installed.
- Residences that are set back more than 150' from subdivision roads shall have a driveway/access that is a minimum of 20' wide with an approved fire turnaround at the end.

3.4 **Community Benefits.** Developer agrees that the public access easement and public right-of-way dedicated pursuant to this Agreement is a contribution offered of the Developer's own free will as part of the consideration for this Agreement, which is a voluntary development choice made by Developer. As such, Developer agrees that this contribution is not an exaction imposed by the County or any other entity. Developer agrees to dedicate the easement and the right-of-way in accordance with the terms of this Agreement. No building division or planning division application will be accepted or approved, and any that are approved shall be void, until the County receives this donation.

4. **Term of Agreement.** The initial term of this Agreement commences on the Effective Date and continues for a period of fifteen (15) years ("Term").

5. **Miscellaneous Provisions**

5.1 **Meet and Confer regarding Development Application Denials.** Upon written request by Developer, the County and Developer or Applicant shall meet within fifteen (15) business days of any tabling of a Development Application or denial to discuss how the Developer may resolve the issues specified in the tabling or denial of a Development Application.

5.2 **County Denial of a Development Application.** If the County denies a Development Application the County shall provide the Applicant with a Notice advising the Applicant of the reasons for denial, including specifying the reasons the County believes that the Development Application is not consistent with this Agreement, the Preliminary Plan, and/or any applicable County's Vested Laws (or, if applicable, the County's Future Laws).

6. **Application Under County's Future Laws.** Without waiving any rights granted by this Agreement, Developer may at any time, choose to submit a Development Application for some or all of the

Project under the County's Future Laws in effect at the time of the Development Application. Any Development Application filed for consideration under the County's Future Laws shall be governed by all portions of the County's Future Laws related to the Development Application. The election by Developer at any time to submit a Development Application under the County's Future Laws shall not be construed to prevent or limit Developer from submitting under and relying on County's Vested Laws for other Development Applications.

7. **Public Infrastructure and Utilities.**

7.1 **Construction by Developer.** Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application. Subject to Section 6.3 below Developer shall be responsible for the cost of all Public Infrastructure, which is roughly proportionate (as determined by law) to the impacts of the Project.

7.2 **Culinary Water and Sanitary Sewer Improvements.** Private well(s) and private onsite wastewater disposal systems may be utilized within the Project, as long as they receive approval from the entities having jurisdiction over such systems. If Developer receives approval and satisfies all applicable legal requirements for such systems, the County shall not require Developer to connect to an external culinary water system or sanitary sewer system throughout the Project.

7.3 **County Services.** County shall make available (subject to application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates) municipal services to the Property. Such services shall be provided to the Property at the same levels of services, on the same terms and at rates as approved by the County Commission, which rates may not differ materially from those charged to others in similar locations in the County's unincorporated Ogden Valley area. County also agrees to cooperate in making available public rights of way and easements for use by utility and service providers to development within the Property.

8. **Default.**

8.1 **Notice.** If Developer or the County fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

8.2 **Contents of the Notice of Default.** The Notice of Default shall:

8.2.1 **Specific Claim.** Specify the claimed event of Default;

8.2.2 **Applicable Provisions.** Identify with particularity the provisions of any Applicable Law, rule, regulation or provision of this Agreement that is claimed to be in Default;

8.2.3 **Materiality.** Identify why the Default is claimed to be material; and

8.2.4 **Cure.** Propose a method and time for curing the Default, which shall be of no less than thirty (30) days duration unless specific circumstances make it unreasonable to allow at least 30 days.

8.3 **Remedies.** If the Parties are not able to resolve the Default within the cure period, then the Parties have the following remedies:

8.3.1 **Law and Equity.** All rights and remedies available at law and in equity, including, but not limited to, injunctive relief or specific performance.

8.3.2 **Future Approvals.** The right to withhold all further reviews, approvals, licenses, building permits or other permits for development of the Project in the case of a Default by Developer, until

the Default has been cured.

8.4 **Attorney Fees.** In litigation brought to enforce the terms of this Agreement, each party shall be responsible for its own legal expenses, including its attorney fees.

8.5 **Public Meeting.** Before any remedy in Section 7.3 may be imposed by the County, the Party allegedly in Default shall be afforded the right to attend a public meeting before the County Commission and address the County Commission regarding the claimed Default.

8.6 **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days, then such cure period may be extended at the discretion of the Party asserting Default so long as the defaulting Party is pursuing a cure with reasonable diligence.

8.7 **Default of Assignee.** A Default of any obligations assumed by an assignee shall not be deemed a Default of Developer.

9. **Notices.** All Notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing by either certified mail, hand delivery, overnight courier service, or email to the following addresses:

To Developer:

Kirk S. Langford
P.O. Box 600
6210 E 2300 N
Eden, UT 84310
Email: klangford1@gmail.com

With a Copy to:

Langford Bohanna Trust
P. O. Box. 600
6210 East 2300 North
Eden, UT 84310
Klangford1@gmail.com

To Weber County:

Weber County
2380 Washington Blvd.
Ogden, Utah 84401
Attention: County Commissioners

With a Copy to:

Weber County Attorney
2380 Washington Blvd
Suite 230
Ogden, Utah 84401

9.1 **Effectiveness of Notice.** Except as otherwise provided in this Agreement, each Notice shall be effective and shall be deemed delivered on the earlier of:

9.1.1 Hand Delivery. Its actual receipt, if delivered personally or by courier service.

9.1.2 Electronic Delivery. Its actual receipt if delivered electronically by email and the sending Party has an electronic receipt of the delivery of the Notice.

9.1.3 Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by Certified United States Mail and actually deposited in or delivered to the United States Postal Service.

9.1.4 Change of Address. Any Party may change its address for Notice under this Agreement by giving written Notice to the other Party in accordance with the provisions of this Section 8.1.4.

10. **Headings.** The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.

11. **No Third-Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the County and Developer. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights except as expressly provided herein. The Parties acknowledge that this Agreement refers to a private development and that the County has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the County has accepted the dedication of such improvements, at which time all rights and responsibilities for the dedicated public improvement shall be the County's.

12. **Administrative Modifications.**

12.1 **Allowable Administrative Applications:** The following modifications to the applicability of this Agreement may be considered and approved by the Administrator.

12.1.1 **Infrastructure.** Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

12.1.2 **Minor Amendment.** Any other modification deemed to be a minor routine and uncontested modification by the Administrator.

12.2 **Application to Administrator.** Applications for Administrative Modifications shall be filed with the Administrator.

12.3 **Administrator's Review of Administrative Modification.** The Administrator shall consider and decide upon the Administrative Modification within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Modification. If the Administrator approves the Administrative Modification, the Administrator shall record notice of such approval against the applicable portion of the Property in the official County records. The Administrator may determine that any proposed Administrative Modification should be processed as an Amendment pursuant to Section 12.

12.4 **Appeal of Administrator's Denial of Administrative Modification.** If the Administrator denies any proposed Administrative Modification or determines that the proposal does not qualify as an Administrative Modification pursuant to Sections 11.1.1 and 11.1.2, the Applicant may process the proposed Administrative Modification as a Modification Application.

13. **Amendment.** Except for Administrative Modifications, any future amendments to this Agreement shall be considered as Modification Applications subject to the following processes.

13.1 **Who May Submit Modification Applications.** Only the County and Developer or an assignee that succeeds to all of the rights and obligations of the Developer under this Agreement may submit a Modification Application.

13.2 **Modification Application Contents.** Modification Applications shall:

13.2.1 **Identification of Property.** Identify the property or properties affected by the Modification Application.

13.2.2 **Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.

13.2.3 **Identification of Non-County Agencies.** Identify any Non-County agencies potentially having jurisdiction over the Modification Application.

13.2.4 **Map.** Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Uses of all such properties.

13.3 **Fee.** Modification Applications shall be accompanied by a fee as adopted by the County and as amended from time to time.

13.4 **County Cooperation in Processing Modification Applications.** The County shall cooperate reasonably in fairly processing Modification Applications within the typical timeliness of such applications.

13.5 Planning Commission Review of Modification Applications.

13.5.1 **Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the County's Vested Laws in light of the nature and/or complexity of the Modification Application and based on the ongoing workload of the applicable reviewers.

13.5.2 **Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by the County Commission.

13.6 **County Commission Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation for the Modification Application, the County Commission shall consider the Modification Application.

13.7 **County Commission's Objections to Modification Applications.** If the County Commission objects to the Modification Application, the County Commission shall provide a written determination advising the Applicant of the reasons for denial.

14. **Estoppel Certificate.** If Developer is not in default, then upon twenty (20) days prior written request by Developer, the County will execute an estoppel certificate to any third party certifying that the Developer is not in default of the terms of this Agreement at that time.

15. **Assignability.** The rights and responsibilities of Developer under this Agreement may be assigned in whole by Developer as provided herein.

16. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

17. **Severability.** If any immaterial provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and effect.

18. **Force Majeure.** Any prevention, delay, or stoppage of the performance of any obligation under this Agreement that is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties, pandemic, quarantine, 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.

19. **Time is of the Essence.** Subject to the contrary provisions of this Agreement, time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

20. **Applicable Law.** This Agreement is entered into in Weber County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.
21. **Venue.** Any action to enforce this Agreement shall be brought only in the Second District Court for the State of Utah in Weber County.
22. **Entire Agreement.** This Agreement, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.
23. **Mutual Drafting.** Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against any Party based on which Party drafted any particular portion of this Agreement.
24. **Recordation and Running with the Land.** This Agreement shall be recorded in the chain of title for the Property. This Agreement shall be deemed to run with the land. This Agreement does not apply to an end user of the lots within the Project, as this Agreement is intended to govern the development of the Project, not the use by subsequent owners, occupants, or residents.
25. **Exclusion from Moratoria.** The Property shall be excluded from any moratorium adopted pursuant to *Utah Code Ann.* § 17-27a-504 unless such a moratorium is found on the record by the County Commission to be necessary to avoid a physical harm to third parties and the harm, if allowed, would jeopardize a compelling, countervailing public interest as proven by the County with clear and convincing evidence.
26. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. County is entering into this Agreement after taking all necessary actions to enter into the agreements and understandings set forth herein.
27. **Referendum or Challenge.** Both Parties understand that a legislative action by the Weber County Commission may be subject to referral or challenge by individuals or groups of citizens. If a referendum or challenge relates to the Weber County Commission's approval of this Agreement, and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code Ann. § 20A-7-601, then Developer may deliver a Notice of rescission to the County to terminate this Agreement. Upon Developer's delivery of a Notice of rescission pursuant to this Section 26, this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Agreement.

[Signature Pages Follow]

COUNTY:

Approved as to form and legality:

County Attorney

Attest:

Ricky Hatch,
CPA
Weber County
Clerk/Auditor

WEBER COUNTY,
a Utah political subdivision

By: _____
Name: Sharon Bolos
Its: County Commission
Chair

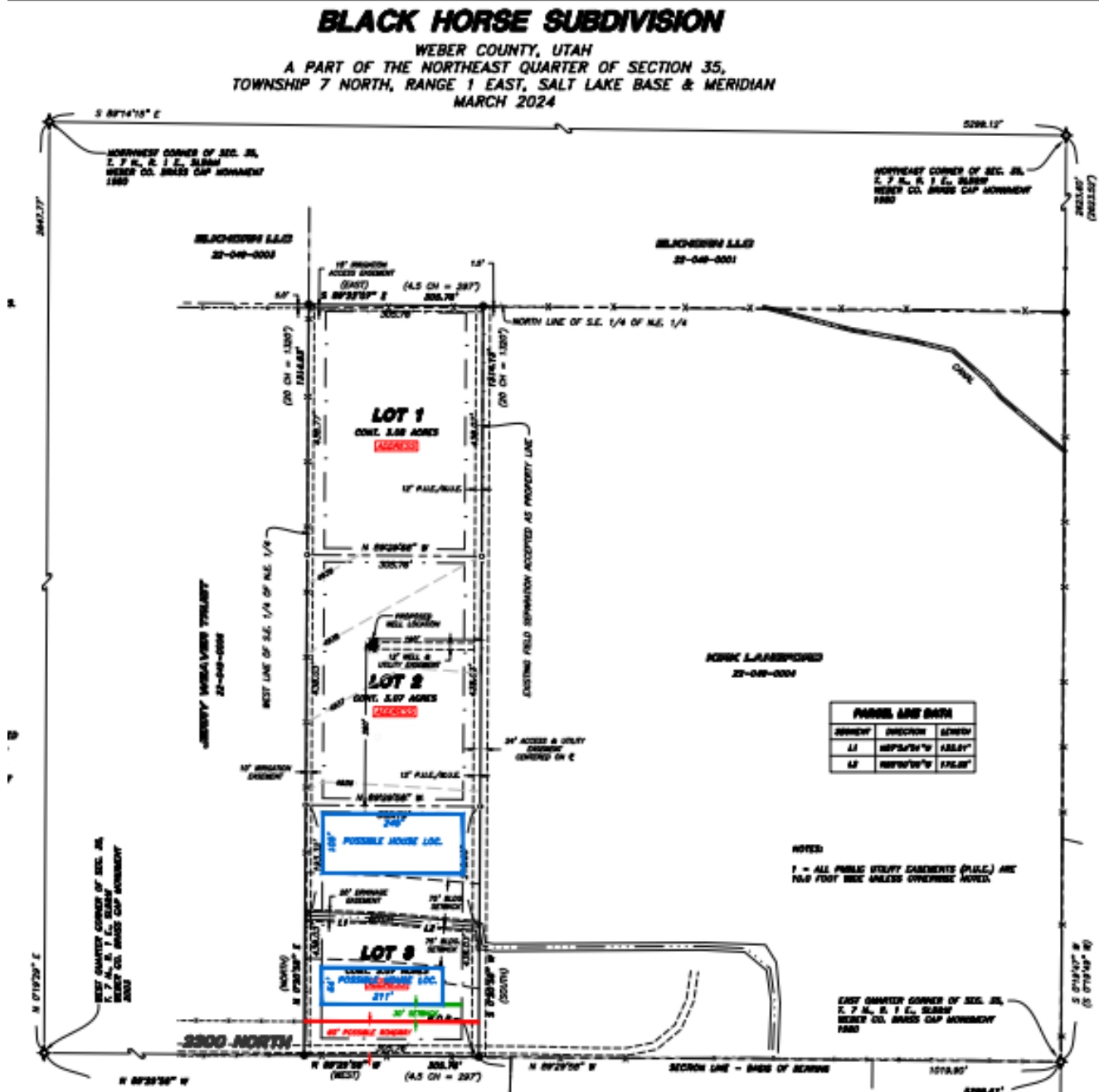
COUNTY ACKNOWLEDGMENT

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the _____ day of _____, 2025 personally appeared before me Sharon Bolos, who being by me duly sworn, did say that she is the Chair of the Weber County Commission, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the County by authority of the Weber County Commission and said Sharon Bolos acknowledged to me that the County executed the same.

NOTARY PUBLIC

EXHIBIT A
Proposed Concept Plan



Need 2 Lot plat attached also

EXHIBIT B
Legal Description of The Project

Parcel No. 22-049-0005 Pcv

PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 15.50 CHAINS WEST OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION; RUNNING THENCE WEST 4.50 CHAINS; THENCE NORTH 20 CHAINS; THENCE EAST 4.50 CHAINS; THENCE SOUTH 20 CHAINS TO THE PLACE OF BEGINING. CONTAINING 9 ACRES, MORE OR LESS. TOGETHER WITH A RIGHT OF WAY OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT A POINT 20 CHAINS WEST OF THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: RUNNING THENCE WEST 736 FEET, MORE OR LESS, TO THE GRANTORS WEST PROPERTY LINE, THENCE NORTHERLY ALONG SAID WEST PROPERTY LINE 60 FEET, THENCE EAST 736 FEET, MORE OR LESS, TO A POINT NORTH OF THE POINT OF BEGINNING, THENCE SOUTH 60 FEET TO THE POINT OF BEGINNING. SUBJECT TO A RIGHT OF WAY FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 60 FEET (BOOK 1655 PAGE 1732).

Parcel No. 22-049-0004

PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER SECTION, AND RUNNING THENCE WEST 62 RODS; THENCE NORTH 80 RODS THENCE EAST 62 RODS; THENCE SOUTH 80 RODS TO THE PLACE OF BEGINNING. CONTAINING 31 ACRES, MORE OR LESS, IN WEBER COUNTY, UTAH. TOGETHER WITH A RIGHT OF WAY OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT A POINT 20 CHAINS WEST OF THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: RUNNING THENCE WEST 736 FEET, MORE OR LESS, TO THE GRANTORS WEST PROPERTY LINE, THENCE NORTHERLY ALONG SAID WEST PROPERTY LINE 60 FEET, THENCE EAST 736 FEET, MORE OR LESS, TO A POINT NORTH OF THE POINT OF BEGINNING, THENCE SOUTH 60 FEET TO THE POINT OF BEGINNING. SUBJECT TO A RIGHT OF WAY FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 60 FEET (BOOK 1655, PAGE 1732).

EXHIBIT C

Easement – See following page

When recorded return to:
Weber County Planning Division
2380 Washington Blvd., Suite 240
Ogden, Utah, 84401

Parcel ID Nos. 22-049-0004 and 22-049-0005

GRANT OF EASEMENT AND COVENANT TO CONVEY PROPERTY

This Grant of Easement and Covenant to Convey Property is entered into this _____ day of _____, 2025, between Kirk Langford, hereafter referred to as Grantor, and Weber County, Grantee, hereafter referred to as County.

WHEREAS, Grantor has applied for approval of a development agreement; and

WHEREAS, as part of the consideration for approval of the development agreement, Grantor will dedicate a public access easement, with a covenant to convey that portion of the Grantor's property to the County or other governmental authority in the future, when required by the terms of the development agreement;

NOW, THEREFORE, the parties agree as follows:

1. Grantor grants to Weber County a 60-foot public access easement ("Easement"). The Easement shall apply to the area legally described on Exhibit 1 ("Easement Area") and visually depicted on Exhibit 2. Any conflict between the legal description and the visual depiction shall be resolved in favor of the legal description.
2. The Easement is intended to preserve area for a future public right-of-way.
3. Grantor retains ownership of the Easement Area and may use it for any lawful purpose, subject to all applicable legal restrictions.
4. The Easement will terminate when Grantor executes, and the County or other governmental authority having land use jurisdiction ("Land Use Authority") records, a deed conveying the Easement Area to the Land Use Authority, at or before the time required by the covenant described below.
5. Grantor hereby executes this equitable servitude and perpetual covenant, which the parties intend to run with the land and to be binding on Grantor and Grantor's assigns and other successors in interest. Grantor covenants to convey to the Land Use Authority (as defined above) in fee simple, via warranty deed, at no cost, the Easement Area as described herein, upon the occurrence of the following condition:
 - a. When a subdivision development application is approved, either within the Project or outside of the Project to the east of parcel 22-049-0004, that will be accessed using the

Easement Area to the east of the three lots referenced in the concept plan shown in Exhibit A.

6. For purposes of paragraph 5.a., references to the "Project" and "Exhibit A" are as contained in the development agreement recorded in the Weber County Recorder's Office on _____ as Entry No. _____.

SIGNATURES

By _____
GRANTOR

Date

On the ____ day of _____, 20____, appeared before me _____, Grantor, and acknowledged that he had executed the above document.

NOTARY PUBLIC

Residing at _____, Utah

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Sharon Bolos, Chair

Commissioner Harvey	Voting _____
Commissioner Froerer	Voting _____
Commissioner Bolos	Voting _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk

EXHIBIT 1

The legal description of the property subject to the easement and the covenant described in this document is as follows:

(Insert legal description of easement area here)

EXHIBIT 2

The property subject to the easement and the covenant described in this document is visually depicted here:

(Insert visual depiction of easement area here)