



# Staff Report to the Weber County Commission

Weber County Planning Division

## Synopsis

### APPLICATION INFORMATION

**Application Request:** Consideration and action on a request to adjust the zoning boundary between AV-3 and CV-2 on approximately 5 acres, property located at approximately 4708 E 2650 N, Eden.  
**Agenda Date:** Tuesday, January 4, 2022  
**Applicant:** Jeffrey Allan  
**File Number:** ZMA 2021-07

### PROPERTY INFORMATION

**Approximate Address:** 4708 E 2650 N, Eden.  
**Zoning:** The area to be rezoned is currently AV-3  
**Existing Land Use:** Vacant Commercial  
**Proposed Land Use:** Vacant Commercial

### ADJACENT LAND USE

**North:** Snowcrest Jr High School  
**East:** Residential  
**South:** Commercial  
**West:** Agricultural

### STAFF INFORMATION

**Report Presenter:** Steve Burton  
**Report Reviewer:** CE

## Applicable Ordinances

§ 102-5: Rezoning Procedures  
§ 104-20: CV-2

## Legislative Decisions

This is a legislative matter. There is wide discretion in making legislative decisions. Criteria for recommendations on a legislative matter suggest compatibility with the general plan, existing ordinances, and best practices. Examples of legislative actions are general plan, zoning map, and land use code amendments.

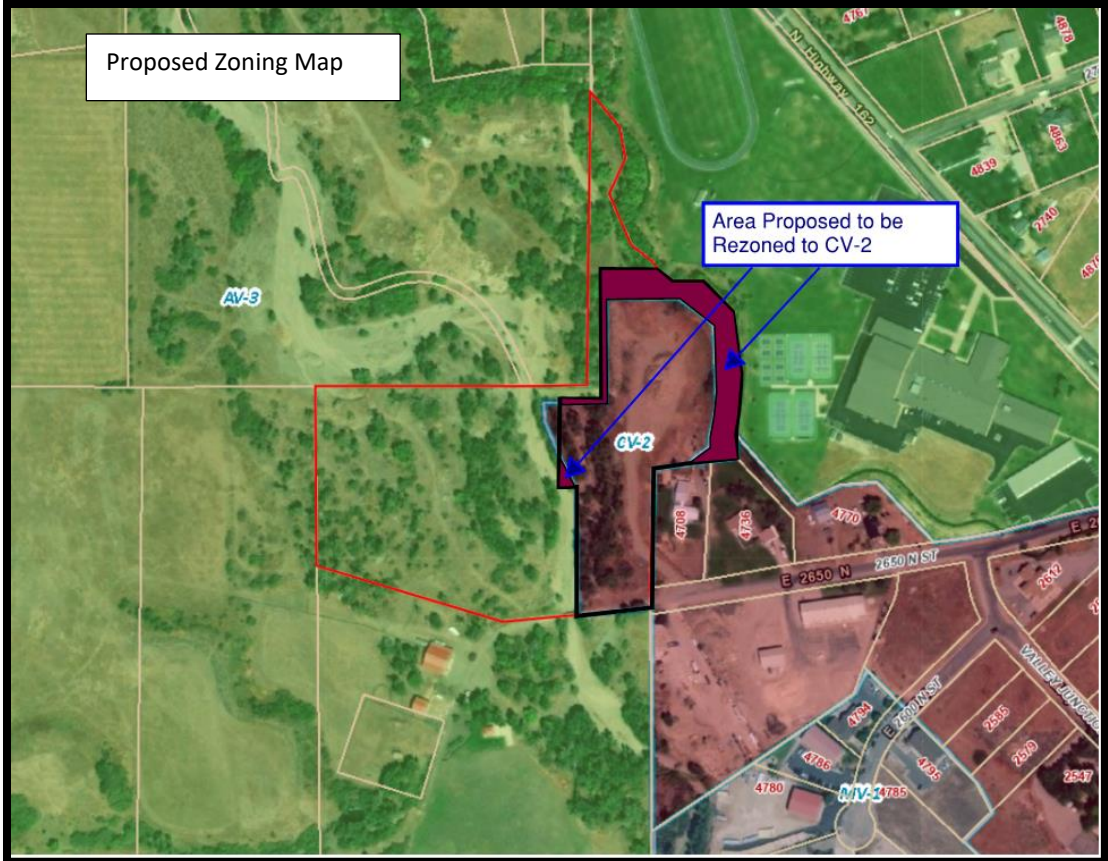
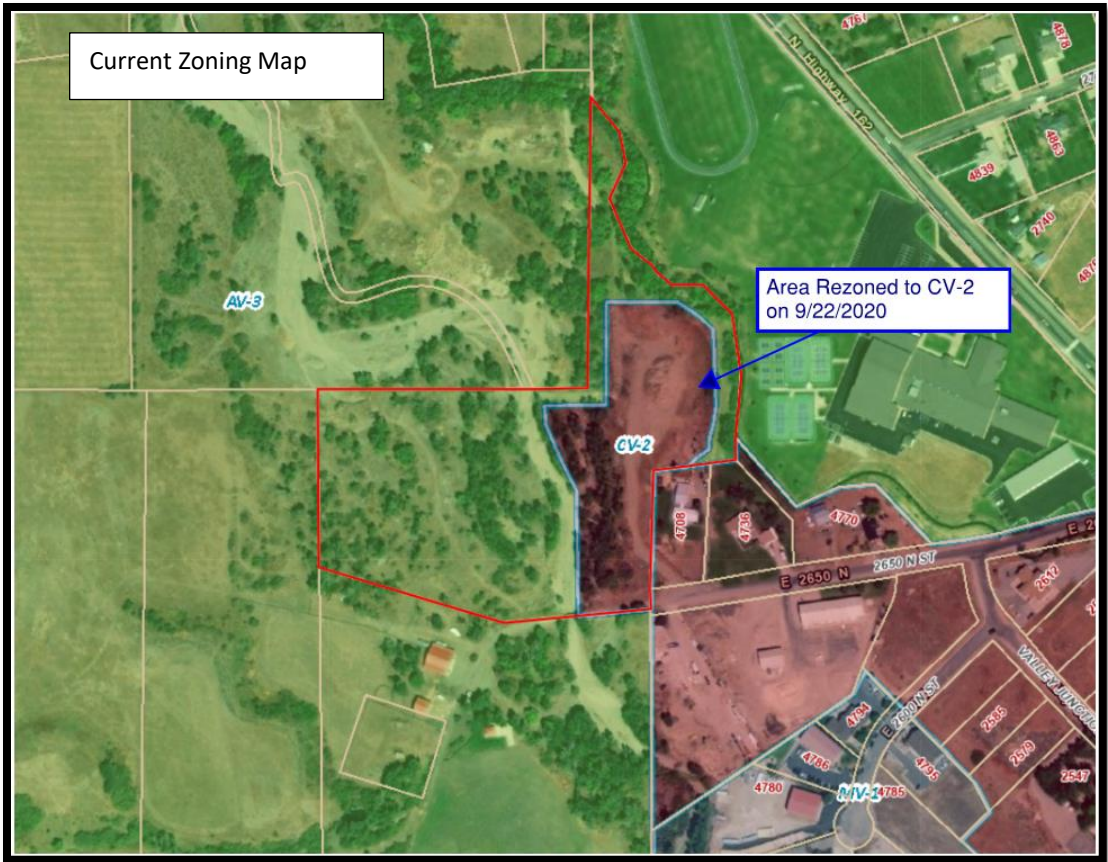
## Summary

This item is an applicant-driven request **to adjust the zoning boundary between AV-3 and CV-2 on approximately 5 acres. The purpose is to bring the CV-2 zone to the parcel's boundaries. The purpose is also to amend the site plan and architectural standards required by the development agreement.**

## Planning Commission recommendation

On November 30, 2021 the Ogden Valley Planning Commission held a public hearing on this item and forwarded a positive recommendation to the County Commission, based on the following conditions:

1. The site plan is approved as proposed by the developer.
2. The request for removal of the requirement to install a dumpster is approved.
3. The Planning Commission will be the authority who can review/approve the building materials, including building siding and roof materials, during design review.
4. The architectural requirements and building massing requirements remain unchanged from the original development agreement.
5. The developer's proposed changes to the 'fair share of intersection' portion of the development agreement are deferred to the County Commission to decide.





The applicant's proposal includes a request to amend the development agreement that was approved as part of the rezone in September of 2020. The proposed changes to the development agreement include **removing the requirement for a dumpster, eliminating the provision for roofs to develop a natural patina over time, and allowing the sheer wall massing to be 100 feet instead of 25 feet. The proposal also eliminates page 20 of the development agreement (see below for image of page 20)**

Attachment C

Design and Materials Palette



Architectural design elements of each building shall reflect the elements in these images. The use of trim to create the z-bar effect or x-bar effect as shown on the doors in these images shall be used on the doors of the storage units. Projected overhanging eaves on roof-gables shall be constructed, and four-cornered cupolas shall be constructed along the top gable of horizontal rooflines that are 25 feet or greater. Horizontal lines shall be broken every 25 feet with stylistic, architectural, and/or material differences to provide visual diversity for the exterior of buildings.

The developer is also proposing to eliminate the requirement to use “five inch reclaimed solid wood wall paneling” on page 21 of the development agreement.

EH 3110220 PG 21 OF 21

**Attachment C (Cont.)**

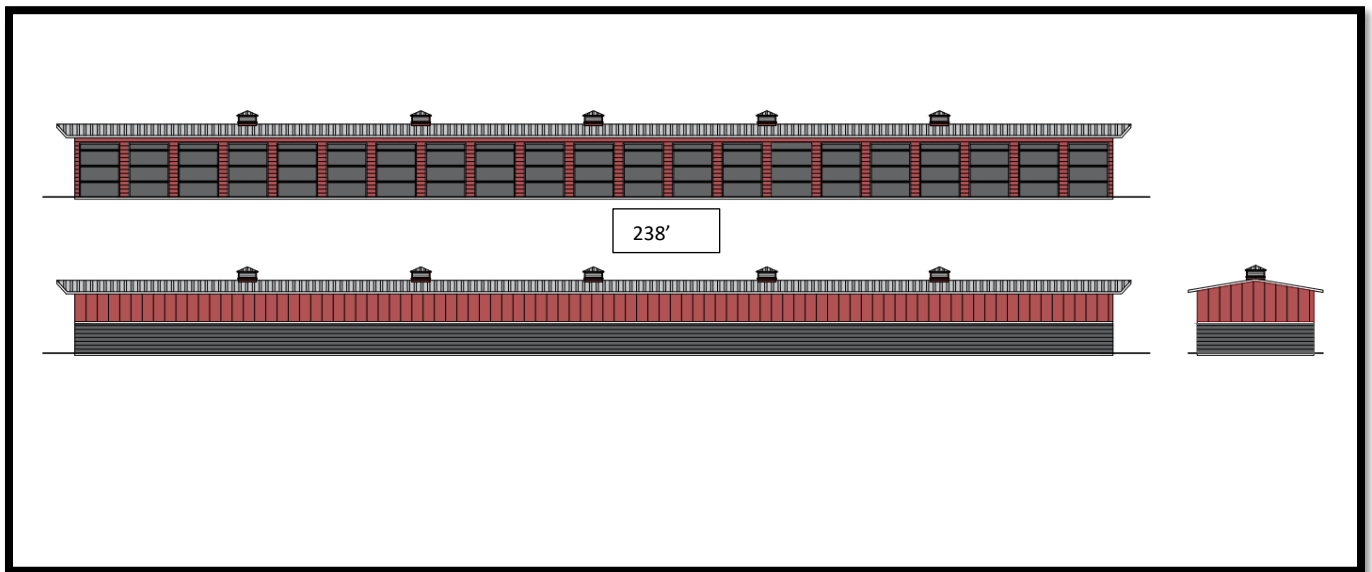
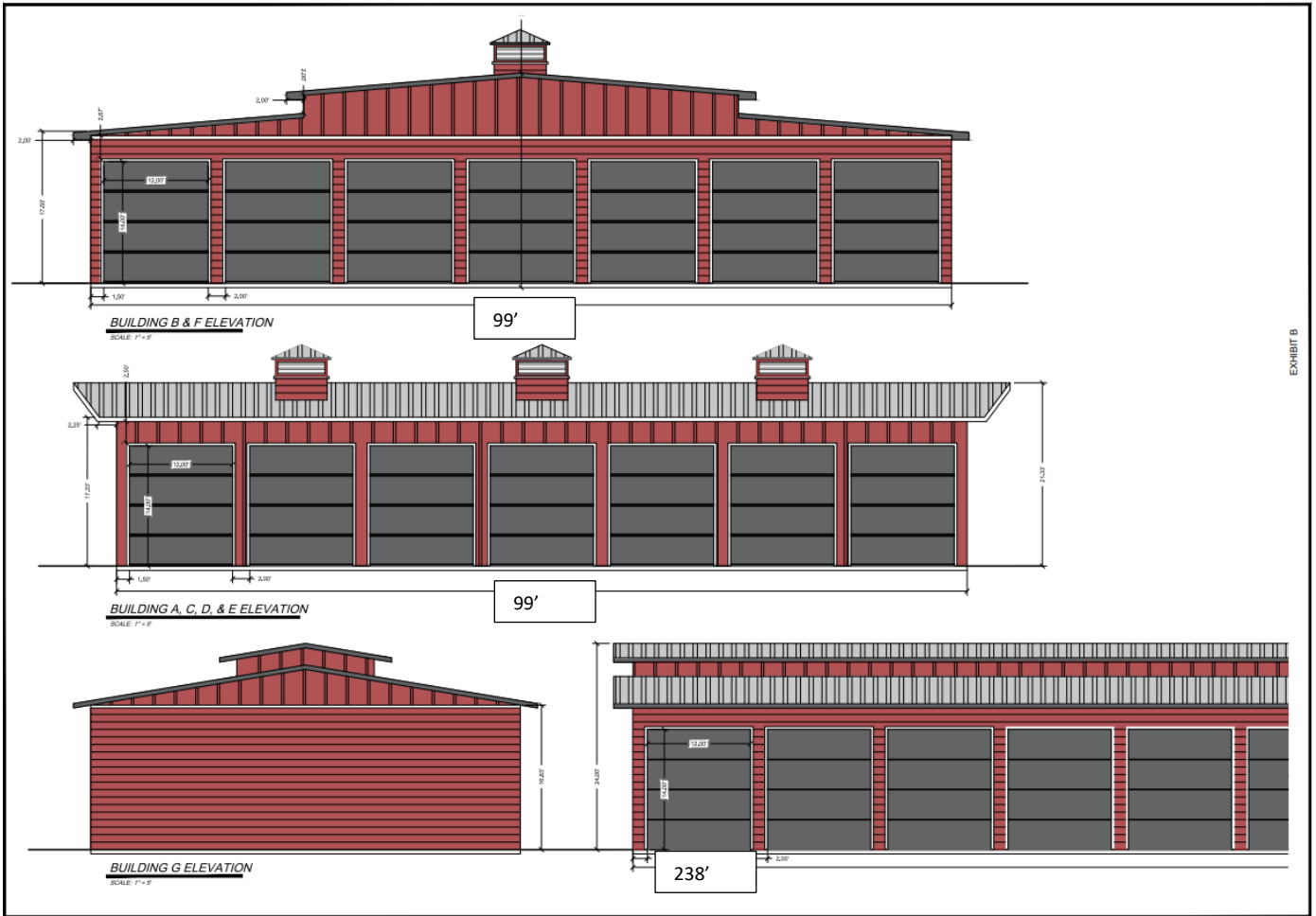
Design and Materials Palette



Siding of each building shall be five (5) inch reclaimed solid wood wall paneling. Substitute material of similar visual quality, as determined by the Weber County Planning Division Director, may be used.



The following is what the developer has submitted for architectural requirements, proposing to allow metal siding instead of wood.

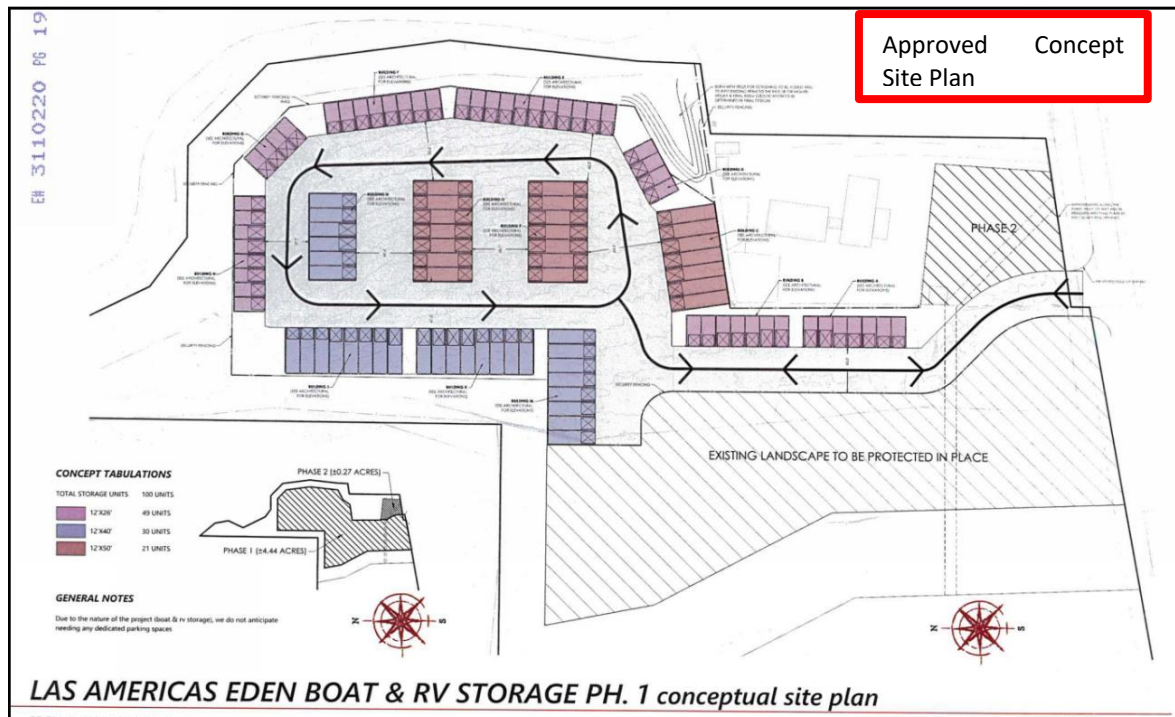


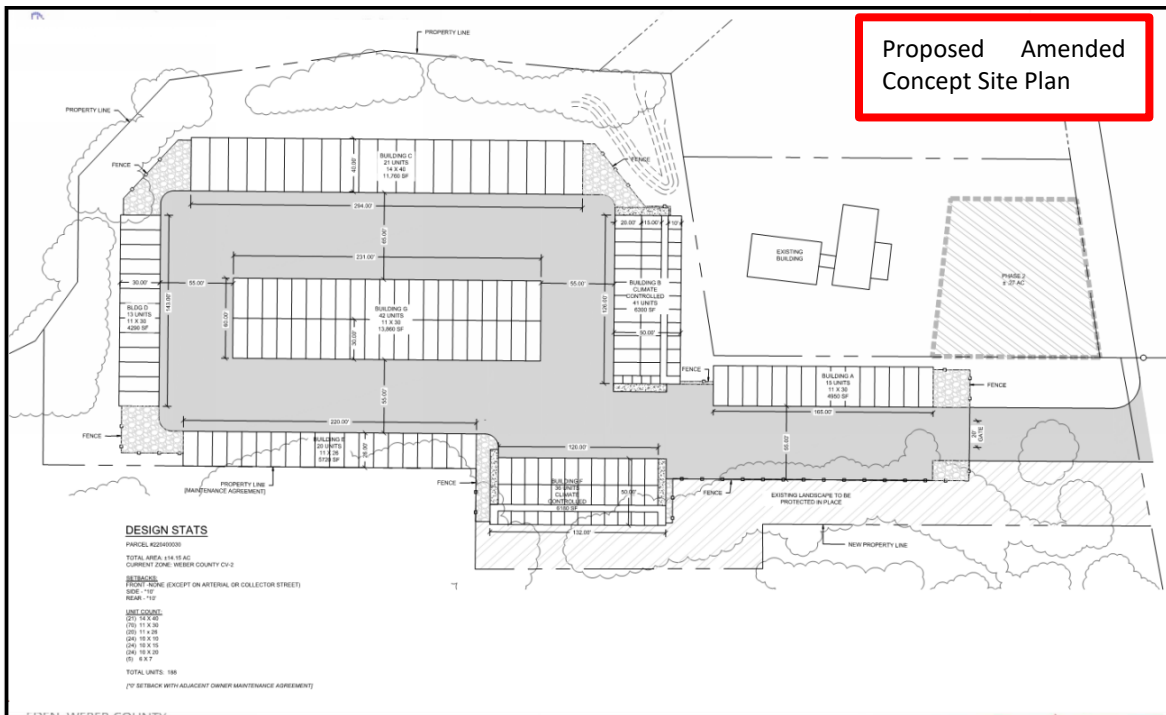
**The developer is also proposing to eliminate the “fair share intersection improvements” section and to add language that requires the developer to pay the roadway impact fee as development occurs.**

**7. Development Standards.**

- 7.1. **Use of Property.** The use of the property shall be limited to indoor storage units only. Indoor storage units is a use allowed in the CV-2 zone by conditional use permit. The parties agree that the conditional use requirements have been met with the execution of this development agreement. Therefore, the County, by use of its legislative authority, designates the use of indoor storage units on the Project Site as a permitted use, subject to the requirements of this agreement.
- 7.2. **Fair Share Intersection Improvements.** The Developer shall provide their roughly proportionate share of the cost of improvements to the intersection of Highway 162 and Clark Lane. When required by the County Engineer, a detailed study shall be provided by the Developer that establishes a traffic demand threshold that will trigger the need to improve the intersection, and will establish what the developer's roughly proportionate share of traffic demand is. This share shall equal the Developer's share of the cost of improving the intersection.
- 7.3. **Improvements of Clark Lane.** The Developer shall be responsible for installing curb, gutter, and a 10-foot wide sidewalk in the public right-of-way along the Developer's property frontage of Clark Lane. At the time of subdivision of the property, the Developer agrees to dedicate the

Lastly, the proposed amendment includes a revised conceptual site plan, **showing 188 total units compared to the original site plan that allowed for 100 units.**





## Policy Analysis

The architectural standards that were written into the original development agreement were meant to provide an aesthetic to the surrounding area that masked the industrial nature and architecture of storage units. The building massing requirements and barn architecture with wood materials fits into the Eden Village described in the Ogden Valley General Plan. Planning staff recommends that all of the architectural requirements of the development agreement remain in place.

Regarding the proposal to expand the zoning to the property boundary and amend the site plan, staff feels that these proposed changes should be approved, as long as the architectural requirements of the development agreement remain in place.

Regarding the proposal to eliminate the "Fair Share of Intersection Improvements" section, it should be noted that the storage units may have a significant impact on this specific intersection, and that roadway impact fees apply to entire street systems, not necessarily this specific intersection. Staff feels that the "Fair Share of Intersection Improvements" should remain in the development agreement.

Regarding the proposal to remove the required dumpster from the development agreement, staff is comfortable with this proposal because there should be no need for a dumpster if users are loading, unloading, and storing personal items in the storage units.

## County Rezoning Procedure

The applicant has submitted a complete application as outlined in the County's rezoning procedures in Sec 102-5. The land use code lists the following as considerations when the County Commission is deciding the outcome of a rezone:

*A decision to amend the zoning map is a matter committed to the legislative discretion of the County Commission and is not controlled by any one standard. However, in making an amendment, the County Commission and Planning Commission are encouraged to consider the following factors, among other factors they deem relevant:*

- a. *Whether the proposed amendment is consistent with goals, objectives, and policies of the County's general plan.*



- b. Whether the proposed amendment is compatible with the overall character of existing development in the vicinity of the subject property.*
- c. The extent to which the proposed amendment may adversely affect adjacent property.*
- d. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, wastewater, and refuse collection.*
- e. Whether the proposed rezone can be developed in a manner that will not substantially degrade natural/ecological resources or sensitive lands.*
- f. Whether proposed traffic mitigation plans will prevent transportation corridors from diminishing below an acceptable level of service.*

## Staff Recommendation

Staff recommends that the County Commission accept the recommendation of the Planning Commission (shown on page 1 of this report).

The approval of this rezone may come with the following findings:

1. The use helps support the 2016 Ogden Valley General Plan by providing for a market demand in a location outside an intended village area.
2. The use offers a design theme recommended by the 2016 Ogden Valley General Plan.
3. The proposal will offer an economic benefit to the community in a well-planned manner that offers relatively minimal community impacts in comparison to other economic development possibilities.
4. The impacts of the development on adjacent landowners is proposed to be appropriately minimized by use of natural and built buffers, vegetation, and architectural styling.
5. The development will enhance the overall health, safety, and welfare of the community.

## Exhibits

Exhibit A: Draft Ordinance.

Exhibit B: Draft Amended Development Agreement.

Exhibit C: Proposed amended site plan.

Exhibit D: Proposed amended building elevations.

Exhibit E: Staff report considered by the Planning Commission

ORDINANCE NUMBER 2022-\_\_\_\_\_

**AN ORDINANCE AMENDING THE WEBER COUNTY ZONING MAP TO ADJUST THE ZONING BOUNDARY BETWEEN THE CV-2 AND AV-3 ZONES**

**WHEREAS**, the Weber County Board of Commissioners have adopted a zoning map for the unincorporated areas of Weber County; and

**WHEREAS**, the Weber County Board of Commissioners has received an application from NOAL Holdings, LLC, to adjust the zoning boundary between CV-2 and AV-3 zones; and

**WHEREAS**, the Weber County Board of Commissioners and NOAL Holdings, LLC mutually agree to adjust the zoning boundary between the AV-3 zone to the CV-2 zone; and

**WHEREAS**, the Weber County Board of Commissioners and NOAL Holdings, LLC mutually agree to execute an amended development agreement that specifies, among other things, the use and development standards of the subject property; and

**WHEREAS**, on November 30, 2021 the Ogden Valley Planning Commission held a duly noticed public hearing to consider the rezone application, and in the same meeting forwarded a positive recommendation to the Board of County Commissioners;

**NOW THEREFORE**, the Weber County Board of Commissioners ordains an amendment to the Weber County Zoning Map to adjust the zoning boundary, as more precisely described in the attached exhibits, between the AV-3 zone to the CV-2 zone. The graphic representation of the rezone is included and incorporated herein as Exhibit A. A written description of the rezone is included as Exhibit B. In the event there is conflict between the two, the legal description shall prevail. In the event the legal description is found by a licensed surveyor to be invalid or incorrect, the corrected legal description shall prevail as the description herein, if recommended by the County Surveyor, provided that the corrected legal description appropriately bounds the subject property and fits within the correct legal description of surrounding properties.

This ordinance shall become effective fifteen (15) days after publication or on the day the development agreement between NOAL Holdings, LLC and Weber County is signed, whichever is later.

Passed, adopted, and ordered published this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Weber County Board of Commissioners.

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By \_\_\_\_\_,  
\_\_\_\_\_, Chair

Commissioner Froerer voted \_\_\_\_\_  
Commissioner Jenkins voted \_\_\_\_\_  
Commissioner Harvey voted \_\_\_\_\_

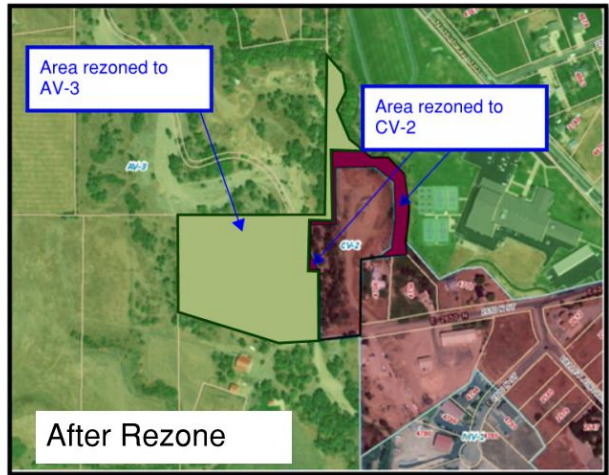
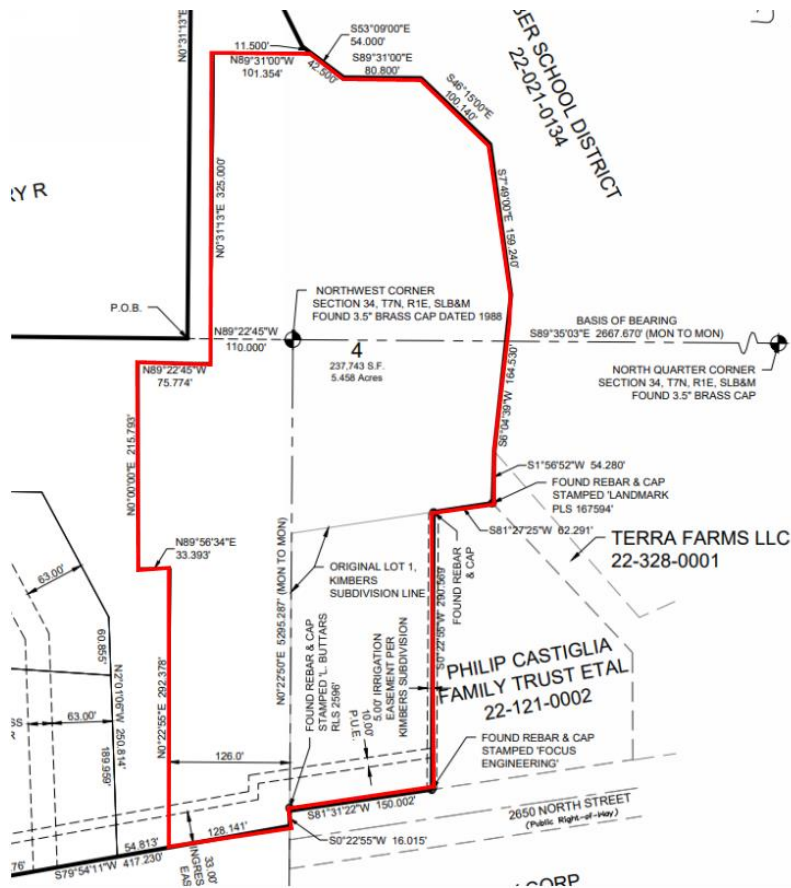
ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor



Exhibit A

Graphic Representation  
 NOAL Holdings, LLC Rezone from AV-3 Zone to CV-2 Zone



**Exhibit B**

**Written Description**

Beginning at the Northmost Corner of Kimbers Subdivision, recorded as Entry 1353660 in Book 40 at Page 22 in the Office of the Weber County Recorder, said point lies South 89°35'03" East 208.621 feet along the Section Line and South 169.464 feet from the Northwest Corner of Section 34, Township 7 North, Range 1 East, Salt Lake Base and Meridian and running thence along said Kimbers Subdivision South 81°27'25" West 62.291 feet to the Northeast Corner of Lot 1 of said Kimbers Subdivision; thence along said Lot 1 the following (2) courses: 1) South 00°22'55" West 290.569 feet; 2) South 81°31'22" West 150.002 feet to the West Line of the Northwest Quarter of said Section 34; thence along said West Line South 00°22'55" West 16.015 feet; thence South 79°54'11" West 128.141 feet; thence North 00°22'55" East 292.378 feet; thence South 89°56'34" West 33.393 feet; thence North 215.793 feet; thence South 89°22'45" East 75.774 feet; thence North 00°31'13" East 325.000 feet; thence South 89°31'00" East 101.354 feet to the centerline of a canal; thence along said canal the following (5) courses: 1) South 53°09'00" East 42.500 feet; 2) South 89°31'00" East 80.800 feet; 3) South 46°15'00" East 100.140 feet; 4) South 07°49'00" East 159.240 feet; 5) South 06°04'39" West 164.530 feet; thence South 01°56'52" West 54.280 feet to the point of beginning.

Property contains 5.458 acres.

**AMENDED DEVELOPMENT AGREEMENT**

**Between**

**WEBER COUNTY, UTAH**

**and**

**The owner of property known as the Eden RV and Boat Storage, NOAL Holdings, LLC**



**List of Attachments**

Attachment A: Project Area Legal Description and Graphic Depiction

Attachment B: Proposed Site Layout

Attachment C: Design and Materials Palette

**Table of Contents**

DEVELOPMENT AGREEMENT ..... 3

RECITALS ..... 3

AGREEMENT ..... 3

    1. Effective Date, Expiration, Termination. .... 3

    2. Definitions and Interpretation. .... 4

    3. Omitted..... 5

    4. Project Description. .... 5

    5. Project Location and Illustration. .... 5

    6. Vesting. .... 5

    7. Development Standards..... 5

    8. Amendments and Revisions..... 8

    9. Omitted..... 8

    10. Termination. .... 9

    11. General Provisions. .... 9

    12. Notices. .... 10

    13. Default and Remedies..... 10

    14. Entire Agreement. .... 12

    15. Counterparts. .... 12

SIGNATORIES ..... 13

Attachment A ..... 16

Attachment A (Cont.) ..... 17

Attachment B ..... 18

Attachment C ..... 19

Attachment C (Cont.) ..... 20

**DEVELOPMENT AGREEMENT**  
**Eden Boat and RV Storage**

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

**RECITALS**

**WHEREAS**, The Developer desires and intends to develop an indoor storage unit facility (the "Project") in the unincorporated area of Weber County known as Eden. Key components of the Project include completely enclosed buildings designed to appear agrarian in nature, which will be used for indoor storage for items such as vehicles, trailers, and household items; driveways and drive access to each storage unit; and landscaping;

**WHEREAS**, NOAL Holdings, LLC is engaged in a joint venture to develop the Project, and is known herein as the Developer;

**WHEREAS**, The Developer's objective is to develop a storage unit facility that incorporates building and site designs that complement the character of the community and is financially successful;

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

**WHEREAS**, The Project will be located on land referred to herein as the "Project Site". The Project Site is as more specifically described in **Attachment A**: Project Area Legal Description and Graphic Depiction. A site plan showing the general location and layout of the Project is contained in **Attachment B** Proposed Site Layout, and architectural and design detail is contained in **Attachment C**: Design and Materials Palette.

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

**AGREEMENT**

**1. Effective Date, Expiration, Termination.**

- 1.1. Effective Date.** The Effective Date of this Agreement is the last date upon which it is signed by any of the Parties hereto.
- 1.2. Expiration.** This Agreement shall be in full force and effect until (10) years from the Effective Date of this Agreement, at which point this Agreement shall expire.
- 1.3. Termination.** This Agreement may be terminated by mutual written agreement of the Parties to this Agreement or terminated pursuant to Section 10 of this Agreement. This Agreement automatically terminates, without notice, in the following circumstances:
  - 1.3.1.** The term of this Agreement expires;
  - 1.3.2.** The Project is abandoned or the use is discontinued, as provided for by Weber County Code Chapter 108-12; or

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

## 2. Definitions and Interpretation.

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

- 2.1. **Agreement.** "Agreement" means this Development Agreement between County and Developer, approved by the Board of County Commissioners, and executed by the undersigned.
- 2.2. **County.** "County" means Weber County, Utah.
- 2.3. **Construction Buildout Period.** "Construction Buildout Period" has the meaning set forth in Section 7.19 of this Agreement.
- 2.4. **Developer.** "Developer" means NOAL Holdings, LLC, or any of their Assignees as provided in Section 11 of this Agreement.
- 2.5. **Development Standards.** "Development Standards" means the requirements stated in Section 7 of this Agreement.
- 2.6. **Effective Date.** "Effective Date" has the meaning set forth in Section 1 of this Agreement.
- 2.7. **Force Majeure Event.** "Force Majeure Event" means any event beyond the reasonable control of the affected Party that directly prevents or delays the performance by such Party of any obligation arising under this Agreement, including an event that is within one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to the Project caused by third Parties; riot or similar civil disturbance or commotion; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of a governmental or judicial authority.
- 2.8. **Parties.** "Parties" means the Developer and the County.
- 2.9. **Project.** "Project" means the Eden Boat and RV Storage facility as set forth in the exhibits hereto.
- 2.10. **Project Site.** "Project Site" means the land area on which the Project will actually be sited, as more specifically described in Attachment A: Project Area Legal Description and Graphic Depiction.
- 2.11. **Routine and Uncontested.** "Routine and Uncontested" means simple and germane to the Project or Project Site, having very little chance of effect on the character of the area, and not anticipated to generate concern from the public.
- 2.12. **Substantial Completion.** "Substantial Completion" means the Project is constructed, installed, and a valid business license has been obtained from the county.
- 2.13. **Transferee.** A party to which the Project is transferred or assigned in part or in whole. "Assignee"

shall also mean the same.

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

**3. Omitted**

**4. Project Description.**

The Project is an indoor storage unit facility.

**5. Project Location and Illustration.**

The Project is as described herein, and illustrated in Attachment B: Proposed Site Layout and Attachment C: Proposed Site Layout – Parcel Boundary Overlay, modified as necessary in accordance with this Agreement's Development Standards.

**6. Vesting.**

- 6.1.** Except as otherwise noted, this Agreement vests the Project and Project Site to the existing Vested Laws until the expiration or termination of this Agreement, or until the Developer has fully developed the Project as proposed herein, whichever is earlier.
- 6.2.** Developer agrees that the intent of this vesting is to offer a predictable set of development standards related to the development and establishment of the use. To that effect, Developer agrees that if the County modifies its laws in the future to specifically regulate the use or any other related performance measure, after the time provided in Section 6.1, the Project shall be subject to the new laws. This shall not affect any established nonconforming rights of the use, location, method of construction, acreage requirement, setback requirement, or height requirement of any building, structure, or internal site roadway, as may be applicable.

**7. Development Standards.**

- 7.1. Use of Property.** The use of the property shall be limited to indoor storage units only. Indoor storage units is a use allowed in the CV-2 zone by conditional use permit. The parties agree that the conditional use requirements have been met with the execution of this development agreement. Therefore, the County, by use of its legislative authority, designates the use of indoor storage units on the Project Site as a permitted use, subject to the requirements of this agreement.
- 7.2. Fair Share Intersection Improvements.** The Developer shall provide their roughly proportionate share of the cost of improvements to the intersection of Highway 162 and Clark Lane. When required by the County Engineer, a detailed study shall be provided by the Developer that establishes a traffic demand threshold that will trigger the need to improve the intersection, and will establish what the developer's roughly proportionate share of traffic demand is. This share shall equal the Developer's share of the cost of improving the intersection.
- 7.3. Improvements of Clark Lane.** The Developer shall be responsible for installing curb, gutter, and a 10-foot wide sidewalk in the public right-of-way along the Developer's property frontage of Clark Lane. At the time of subdivision of the property, the Developer agrees to dedicate the

future extension of Clark Lane (2650 N. Street) to Weber County. Weber County agrees that this extension will not be of a width greater than is reasonably necessary given the current right-of-way width and alignment where it stubs into the property. The Developer agrees that the dedication will extend from the current western end of the County's ownership, westward until it stubs to the adjacent parcel.

- 7.4. **Waste water disposal.** No grey or black water dumping shall be allowed on the site without a dump station that meets all requisite standards and regulations for the location.
- 7.5. **Waste water disposal and watercraft decontamination signage.** A sign shall be posted in a conspicuous manner at the entrance of the facility that notifies renters that there are no wastewater dumping facilities onsite. The sign shall also notify patrons that watercraft must be drained, decontaminated, and cleaned prior to entry of the site.
- 7.6. **No effect on drinking water.** The use shall not have any negative effect on the drinking water quality of the nearby wells of Eden Water Works, or any other culinary water source in the area.
  - 7.6.1. **Work with Eden Water Works.** In the event that Eden Waterworks or any other potentially affected culinary water authority determines that ground water infiltration from the site is not capable of being diluted and/or filtered to drinking water standards adopted by the Utah Department of Environmental Quality before it enters a drinking water source, then the Developer bears the burden of constructing remediating drainage facilities prior to conducting any further business onsite or allowing any further access to the site.
  - 7.6.2. **Threat to Drinking Water.** If groundwater infiltration onsite constitutes an immediate threat to a drinking water source, all activities onsite, including access, shall cease until the threat is remediated. This remediation shall be conducted by the Developer, at no expense to the culinary water authority.
  - 7.6.3. **Scientific Evidence Gathering.** The County recognizes and agrees that the culinary water authority bears the burden of demonstrating through scientifically reproducible means, based on site specific evidence gathering, including, if necessary, subterranean hydrologic or hydrogeologic exploration, that the soil types and/or drainage methods on the site are incapable of protecting the drinking water source(s). The Developer agrees to allow the culinary water authority reasonable access to the site to conduct the investigations or inspections they may deem necessary to maintain a clean drinking water source. If onsite subterranean investigations are conducted prior to initiation of construction, the Parties recognize and agree that it is the culinary water authority's responsibility to bear the evidence-gathering expenses, and the parties agree that the Developer shall bear the cost to restore the evidence-gathering site(s). If the onsite subterranean investigations are desired after initiation of construction, and if the Developer has notified the culinary water authority two weeks prior to initiation of construction, the Parties agree that it is the culinary water authority's responsibility to bear the full cost of evidence gathering. The Developer and the culinary water authority may make alternative agreements to achieve these ends, as they deem mutually beneficial.
- 7.7. **Drainage facilities.** The areas of the site accessible to motor vehicles or watercraft shall be drained away from the river corridor. The drainage facility shall be constructed with an oil-grit separator if required by the County Engineer. Best management practices for invasive mussel mitigation shall be employed, if necessary, as may be recommended by the appropriate State Department of Natural Resources personnel.
- 7.8. **Fire protection.** If deemed necessary by the local fire authority, each building shall be fire-



sprinkled such that each unit has at least one sprinkler head, or as may be otherwise required by the fire code or the local fire authority.

**7.8.1.** If a fire hydrant is not already within an acceptable proximity from the site, as determined by the local fire authority, the Developer shall install a water trunk line no less than 8 inches in diameter, or as otherwise specified by the local fire authority or County Engineer, from the nearest hydrant to the site, and shall install a hydrant onsite or in the adjoining public right-of-way, as may be deemed appropriate by the local fire authority.

- 7.9. Site obscuring berm or wall.** An eight-foot earthen berm shall be constructed between the adjacent residential uses and the storage facility. Atop the berm, the Developer shall plant four eight-foot conifer trees of a species native to the Wasatch Mountains, and shall plant three deciduous trees of a native species well known for shade producing capabilities. The deciduous trees shall have a caliper of at least two inches when planted and the conifer trees shall be at least eight feet tall when planted. The trees shall be provided with an automatic irrigation system to support healthy growth. An eight-foot wall may be constructed in lieu of a berm. The vegetation required herein may be located on either side of the wall.
- 7.10. Riparian corridor and tree-line protection.** Buildings and other improvements shall be setback from the highwater line of the North Fork River, as provided by County Code, and the Developer shall maintain the riparian corridor in good health. As specified in the landscape plan, the Developer shall protect existing trees that line the perimeter of the project area, with special attention to protecting the trees along the river corridor. The Developer shall take a photo inventory of existing trees, identify those that will be removed, and submit the inventory to planning staff prior to any site work. For every tree that will be removed to make way for the development, another of the same species shall be planted on the site.
- 7.11. Noxious weeds.** The storage unit Developer shall be responsible for regular monitoring and removal of noxious weeds on the site.
- 7.12. Outdoor storage.** There shall be no outdoor storage permitted on the site.
- 7.13. Omitted.**
- 7.14. Art and Culture Contribution.** The Developer agrees to pursue opportunities with the Ogden Valley Starry Night organization to provide possible façade space for a future Starry Night mural.
- 7.15. Phasing.** The Parties agree that no phasing plan has been approved as a part of this agreement. Additional phases will require considerations at the time they are proposed.
- 7.16. Floodplain Development.** The Developer agrees to maintain compliance with floodplain development requirements.
- 7.17. Trail Corridor Preservation.** Prior to commencement of construction, the Developer agrees to convey a trail easement to the County that runs along the east side of the North Fork River, west of drive approach and buildings shown on the site plan. The easement shall be located along an alignment that will provide optimal convenience for future trail building, and shall be of sufficient width to provide for a 10-foot paved pathway with appropriate shoulders to support the pathway width.
- 7.18. Architectural standards.** The Developer agrees that the buildings will be designed to resemble historic barns typical for the area. The buildings shall offer a reasonable amount of agrarian stylistic detail as generally illustrated in Attachment C: Design and Materials Palette. The Developer further agrees as follows:

- 7.18.1. Roof Materials.** The roofs of the buildings will be of a nonreflective metal material that can develop a natural patina over time, or as otherwise approved by the Planning Commission.
- 7.18.2. Sheer-wall Massing.** The buildings will be designed in a manner that wall plains will be broken every 50 feet, both vertically and horizontally.
- 7.18.3. Roof Pitches.** The center gable of the barn roofs shall be of a pitch no less than 4:12.
- 7.19. Construction Staging and Construction Buildout Period.** Developer agrees there will be no construction staging outside of the Project Site boundaries, except what is reasonable and necessary for the construction of the driveway access or to fulfill any requirements of law. County agrees that Developer is allowed to construct the Project such that Substantial Completion is achieved no later than 5 years from the date that all permits necessary to construct the Project are obtained in final form, but in no event later than 6 years from the Effective Date of this Agreement (the "Construction Buildout Period"), unless construction is delayed by a Force Majeure Event.
- 7.20. Sanitary Sewer and Culinary Water.** Developer agrees to satisfy the requirements of the Weber Morgan Health Department, if any, regarding sanitary sewer and culinary water provisions for the site.
- 7.21. Permits.** Developer agrees to obtain all necessary federal, state, and local permits required prior to any work onsite, including but not limited to building permits, storm water pollution prevention permits, right-of-way encroachment permits, and Army Corps of Engineers permits.

## **8. Amendments and Revisions.**

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

- 8.1. Project Facility Repair, Maintenance and Replacement.** Developer shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement without amending the Agreement.
- 8.2. Authorized Changes, Enlargements, or Alterations.** As set forth below, County staff may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project in their respective administrative capacities. The following types of Changes are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.
- 8.2.1. Changes Necessary to Comply with Other Laws.** Any resulting changes as a consequence of obtaining or complying with a federal, state, or local permit or approval; provided that the changes are routine and uncontested and the application thereof does not materially affect the County's original intent, findings, or conditions on the Project in a manner that would have likely resulted in a different decision on this Agreement, as determined by the Planning Director.
- 8.2.2. De Minimis Changes.** Other de minimis changes requested by the Developer, which are reasonably consistent with the intent of this agreement and the CV-2 rezone, and are routine and uncontested.

## **9. Omitted.**

## 10. Termination.

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

- 10.1. Developer's Option.** Developer shall have the option, in its sole discretion, to terminate this Agreement prior to Substantial Completion of the Project, provided such termination will not relieve the Developer of any obligation owed the County under the terms of this Agreement and outstanding at the time of such termination. If it elects to terminate this Agreement, Developer shall submit a Notice to this effect to County at least thirty (30) days prior to such termination.
- 10.2. Zoning Reversion.** The Parties agree that this agreement and the rezone of the property from the AV-3 zone to the CV-2 zone are inextricably related. The Parties agree that the termination of this agreement shall result in the reversion of the Property back to the rights, standards, and regulations of the AV-3 zone. At that time, any established nonconforming right may continue as provided by law, but no new right may be established unless it complies with the AV-3 zone.

## 11. General Provisions.

- 11.1. Assignability.** The rights and responsibilities of Developer under this Agreement may be assigned as provided herein.
- 11.1.1. Total Assignment of Project and Project Site.** The Developer, as the landowner of the Project Site at the time of the execution of this agreement, may sell, convey, reassign, or transfer the Project Site or Project to another entity at any time, provided any division of land, if applicable, complies with County Laws.
- 11.1.2. Partial Assignment of Project Site.** A partial assignment of the Project Site is prohibited under this Agreement. The Project Site shall be continuously owned under the ownership of Developer and assignees, until this agreement is Terminated.
- 11.2. Binding Effect.** This Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Project Site, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.
- 11.3. Utah Law.** This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.
- 11.4. Authority.** Each Party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.
- 11.5. Duty to Act Reasonably and in Good Faith.** Unless otherwise expressly provided, each party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement.
- 11.6. Communication and Coordination.** The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder

as early as possible in the process, and not wait for explicit due dates or deadlines. Each party agrees to work cooperatively and in good faith toward resolution of any such issues.

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

**12. Notices.**

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

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

---

<p><b>If to the County:</b></p> <p>Weber County Commission 2380 Washington Blvd, Ste #360 Ogden, UT 84401</p>	<p><b>With copies to:</b></p> <p>Weber County Attorney 2380 Washington BLVD, Ste. #230 Ogden, UT 84401</p> <p>Weber County Planning Director 2380 Washington BLVD, Ste. #240 Ogden, UT 84401</p>
---	--

---

**If to Developer:**

NOAL Holdings, LLC  
6895 E 200 S  
Eden, UT 84310

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

**13. Default and Remedies.**

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

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

**13.3. Dispute Resolution Process.**

- 13.3.1. Conference.** In the event of any dispute relating to this Agreement, the Parties, upon the request of either Party, shall meet within seven (7) calendar days to confer and seek to resolve the dispute ("Conference"). The Conference shall be attended by the following parties: (a) the County shall send department director(s) and County employees and contractors with information relating to the dispute, and (b) Developer shall send Developer's representative and any consultant(s) with technical information or expertise related to the dispute. The Parties shall, in good faith, endeavor to resolve their disputes through the Conference.
- 13.3.2. Mediation.** If this Conference process does not resolve the dispute within the 7-day Conference period, the Parties shall in good faith submit the matter to mediation. The Parties shall send the same types of representatives to mediation as specified for the "Conference" process. Additionally, the Parties shall have representatives present at the mediation with full authority to make a settlement within the range of terms being discussed, should settlement be deemed prudent. The mediation shall take place within 45 days of the Parties submitting the dispute to mediation. If the dispute is not able to be resolved through the mediation process in the 45-day period, the Parties may pursue their legal remedies in accordance with Utah and local law.



**14. Entire Agreement.**

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

**15. Counterparts.**

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

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

(Signatures on following pages)

**SIGNATORIES**

**“County”**

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

By: \_\_\_\_\_

\_\_\_\_\_  
Chair, Weber County Commission

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Ricky D. Hatch, CPA  
Weber County Clerk/Auditor

**“Developer”**  
**NOAL Holdings, LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Developer Acknowledgment**  
**(Corporation)**

State Of \_\_\_\_\_)

)ss.

County Of \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, a limited liability company, and that the foregoing instrument was signed in behalf of said corporation by authority of its members or its articles of organization; and said person acknowledged to me that said limited liability company executed the same.

\_\_\_\_\_  
My Commission Expires:

\_\_\_\_\_  
Notary Public, residing in



**Attachment A**

Project Area Legal Description and Graphic Depiction

All of the property described as follows:

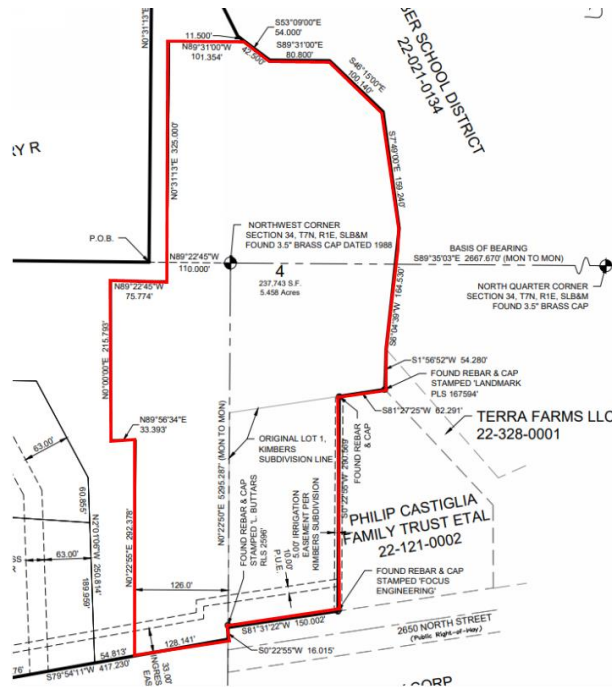
Beginning at the Northmost Corner of Kimbers Subdivision, recorded as Entry 1353660 in Book 40 at Page 22 in the Office of the Weber County Recorder, said point lies South 89°35'03" East 208.621 feet along the Section Line and South 169.464 feet from the Northwest Corner of Section 34, Township 7 North, Range 1 East, Salt Lake Base and Meridian and running thence along said Kimbers Subdivision South 81°27'25" West 62.291 feet to the Northeast Corner of Lo1 of said Kimbers Subdivision; thence along said Lot 1 the following (2) courses: 1) South 00°22'55" West 290.569 feet; 2) South 81°31'22" West 150.002 feet to the West Line of the Northwest Quarter of said Section 34; thence along said West Line South 00°22'55" West 16.015 feet; thence South 79°54'11" West 128.141 feet; thence North 00°22'55" East 292.378 feet; thence South 89°56'34" West 33.393 feet; thence North 215.793 feet; thence South 89°22'45" East 75.774 feet; thence North 00°31'13" East 325.000 feet; thence South 89°31'00" East 101.354 feet to the centerline of a canal; thence along said canal the following (5) courses: 1) South 53°09'00" East 42.500 feet; 2) South 89°31'00" East 80.800 feet; 3) South 46°15'00" East 100.140 feet; 4) South 07°49'00" East 159.240 feet; 5) South 06°04'39" West 164.530 feet; thence South 01°56'52" West 54.280 feet to the point of beginning.

Property contains 5.458 acres.



Attachment A (Cont.)

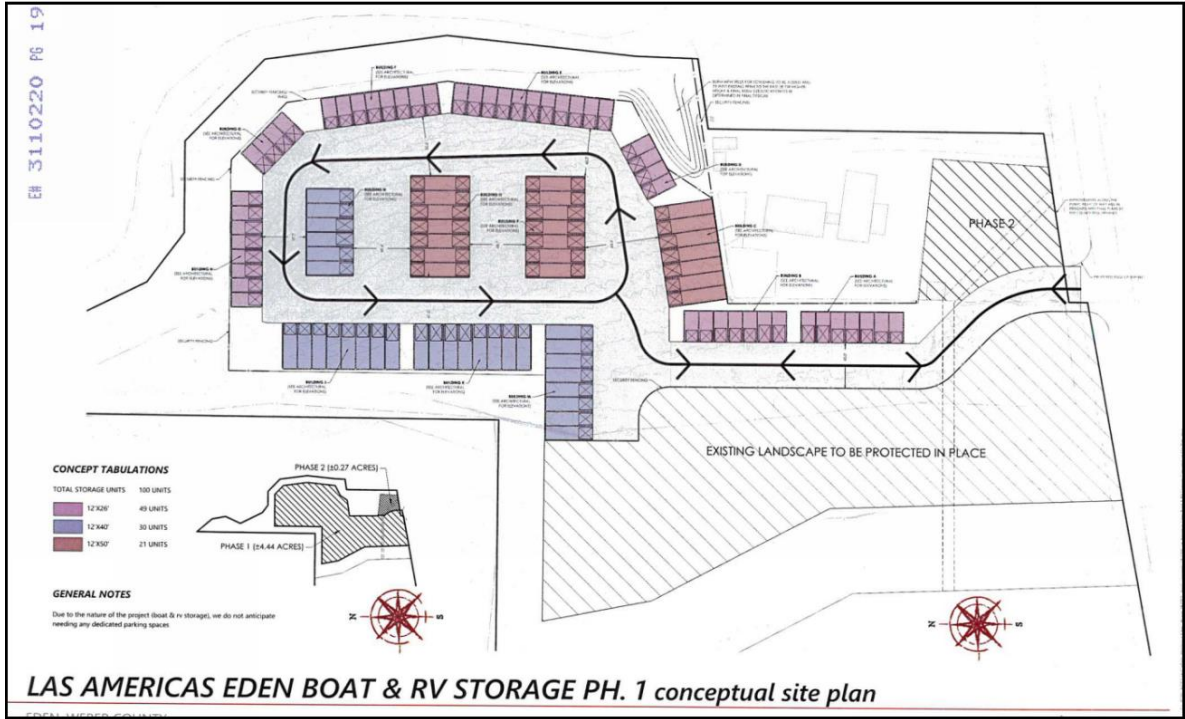
Project Area Legal Description and Graphic Depiction



Beginning at the Northmost Corner of Kimbers Subdivision, recorded as Entry 1353660 in Book 40 at Page 22 in the Office of the Weber County Recorder, said point lies South 89°35'03" East 208.621 feet along the Section Line and South 169.464 feet from the Northwest Corner of Section 34, Township 7 North, Range 1 East, Salt Lake Base and Meridian and running thence along said Kimbers Subdivision South 81°27'25" West 62.291 feet to the Northeast Corner of Lo1 of said Kimbers Subdivision; thence along said Lot 1 the following (2) courses: 1) South 00°22'55" West 290.569 feet; 2) South 81°31'22" West 150.002 feet to the West Line of the Northwest Quarter of said Section 34; thence along said West Line South 00°22'55" West 16.015 feet; thence South 79°54'11" West 128.141 feet; thence North 00°22'55" East 292.378 feet; thence South 89°56'34" West 33.393 feet; thence North 215.793 feet; thence South 89°22'45" East 75.774 feet; thence North 00°31'13" East 325.000 feet; thence South 89°31'00" East 101.354 feet to the centerline of a canal; thence along said canal the following (5) courses: 1) South 53°09'00" East 42.500 feet; 2) South 89°31'00" East 80.800 feet; 3) South 46°15'00" East 100.140 feet; 4) South 07°49'00" East 159.240 feet; 5) South 06°04'39" West 164.530 feet; thence South 01°56'52" West 54.280 feet to the point of beginning.

Property contains 5.458 acres.

**Attachment B**  
Proposed Site Layout



**Attachment C**

Design and Materials Palette



Architectural design elements of each building shall reflect the elements in these images. The use of trim to create the z-bar effect or x-bar effect as shown on the doors in these images shall be used on the doors of the storage units. Projected overhanging eaves on roof-gables shall be constructed, and four-cornered cupolas shall be constructed along the top gable of horizontal rooflines that are 25 feet or greater. Horizontal lines shall be broken every 25 feet with stylistic, architectural, and/or material differences to provide visual diversity for the exterior of buildings.



**Attachment C (Cont.)**

Design and Materials Palette

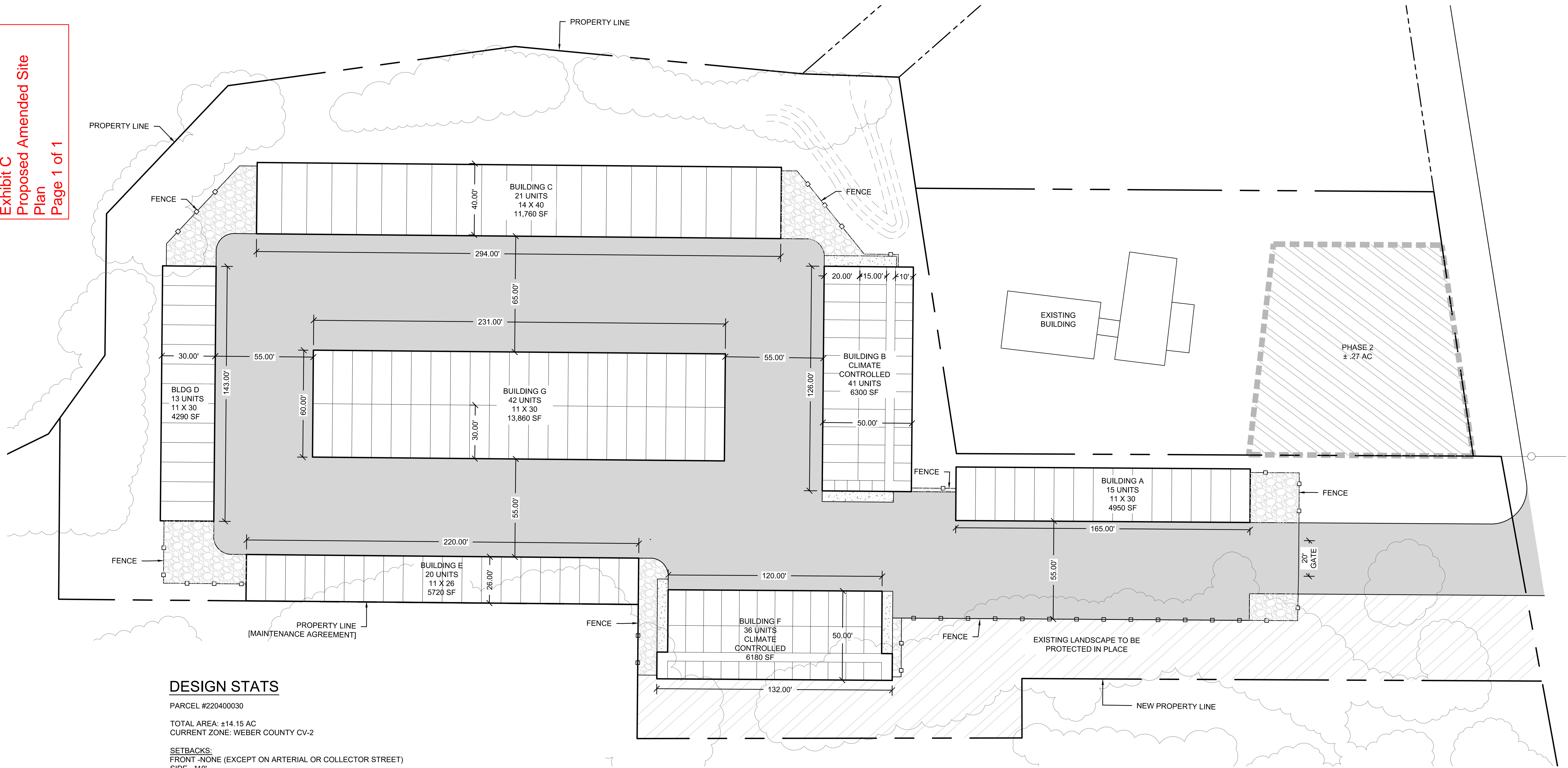


Siding of each building shall be five (5) inch reclaimed solid wood wall paneling. Substitute material of similar visual quality, as determined by the Weber County Planning Commission, may be used.



Eight (8) foot wall for visual screening shall be precast and textured as shown in the image, with vertical columns every eight feet. The top of each column shall have a cap. The top of the wall shall have a border. The wall shall be a muted earth-toned color, as defined by Weber County Code. Substitute material of similar visual quality, as determined by the Weber County Planning Division Director, may be used.

Exhibit C  
Proposed Amended Site  
Plan  
Page 1 of 1



**DESIGN STATS**

PARCEL #220400030  
 TOTAL AREA: ±14.15 AC  
 CURRENT ZONE: WEBER COUNTY CV-2  
 SETBACKS:  
 FRONT - NONE (EXCEPT ON ARTERIAL OR COLLECTOR STREET)  
 SIDE - \*10'  
 REAR - \*10'  
 UNIT COUNT:  
 (21) 14 X 40  
 (70) 11 X 30  
 (20) 11 X 26  
 (24) 10 X 10  
 (24) 10 X 15  
 (4) 10 X 20  
 (5) 6 X 7  
 TOTAL UNITS: 188  
 [\*0' SETBACK WITH ADJACENT OWNER MAINTENANCE AGREEMENT]

PLOTTED: October 19, 2021 BY: Jennifer Maughan FILE: Z:\2021 PROJECTS\21051ALN\JEFF ALAN - STORAGE UNITS - EDEN, UT\1040\CONCEPTS\21051ALN\CONCEPT UPDATE (CURRENT).DWG

NO.: DATE: DESCRIPTION:

SHEET DESCRIPTION:  
**SITE PLAN  
 CONCEPT A**

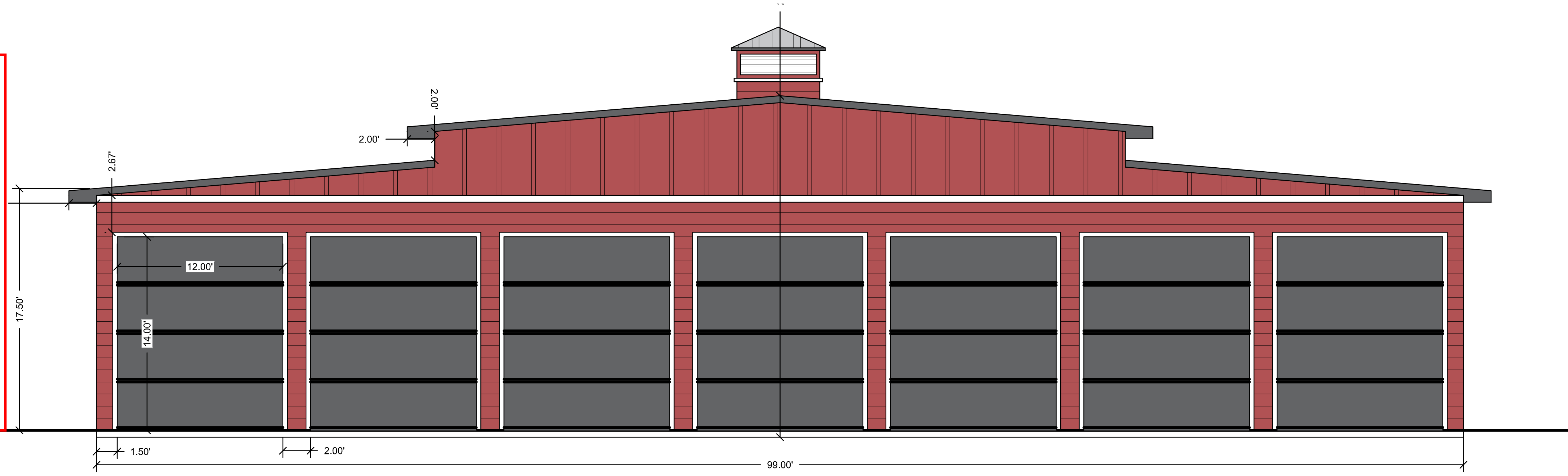
**EDEN STORAGE UNITS**  
 4708 E 2650 N  
 EDEN, UTAH

Cache • Landmark  
 Engineers  
 Surveyors  
 Planners  
 95 Golf Course Rd.  
 Suite 101  
 Logan, UT 84321  
 435.713.0099

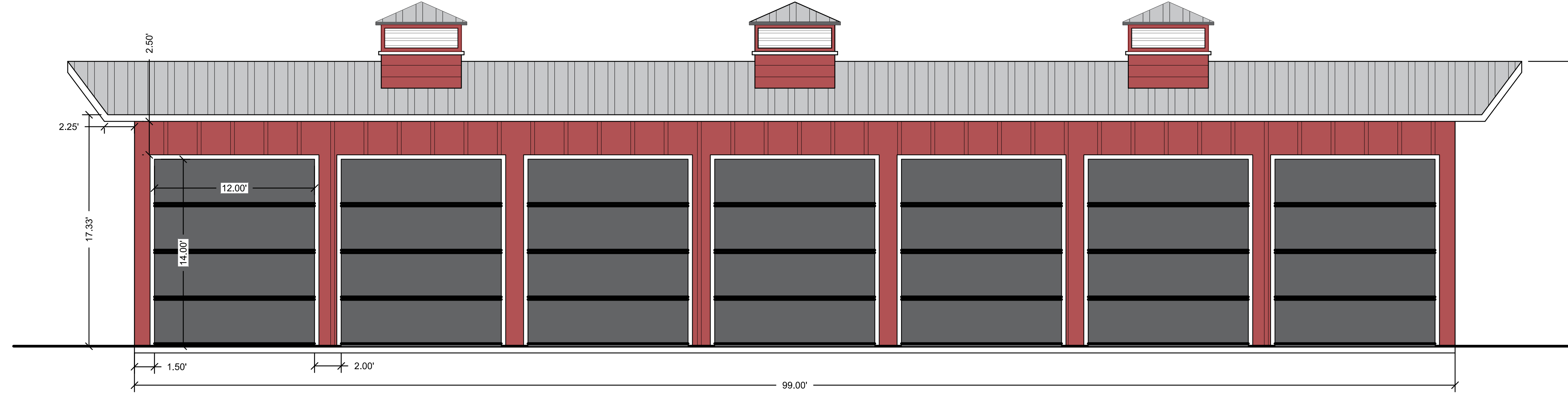
DATE: 21 MAY 2021  
 SCALE: 1" = 30'  
 DESIGN BY: J. MAUGHAN  
 CHECKED BY: L. ANDERSON  
 APPROVED BY: L. ANDERSON  
 PROJECT NUMBER: 21051ALN  
 SHEET: **CONC**



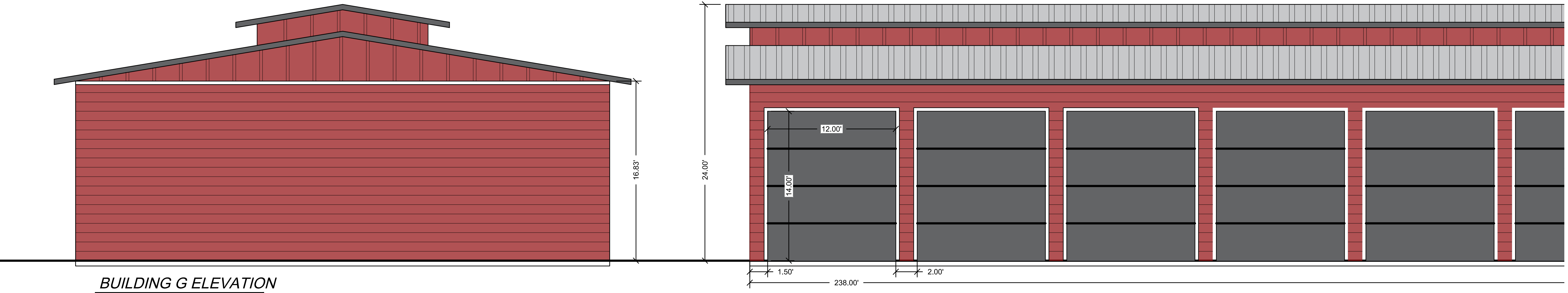
Exhibit D  
 Developer's proposed Building elevations  
 (not approved by the Planning  
 Commission)  
 Page 1 of 2



**BUILDING B & F ELEVATION**  
 SCALE: 1" = 5'



**BUILDING A, C, D, & E ELEVATION**  
 SCALE: 1" = 5'



**BUILDING G ELEVATION**  
 SCALE: 1" = 5'

EXHIBIT B

PLOTTED: May 26, 2021, BY: Jennifer Maughan, FILE: E:\2021 PROJECTS\21051ALN\JEFF ALAN - EDEN STORAGE UNITS\CONCEPTS\21051ALN\_CONCEPT\_CURRENT\DWG

NO.	DATE	DESCRIPTION



SHEET DESCRIPTION:  
**BUILDINGS A - G  
 ELEVATION**

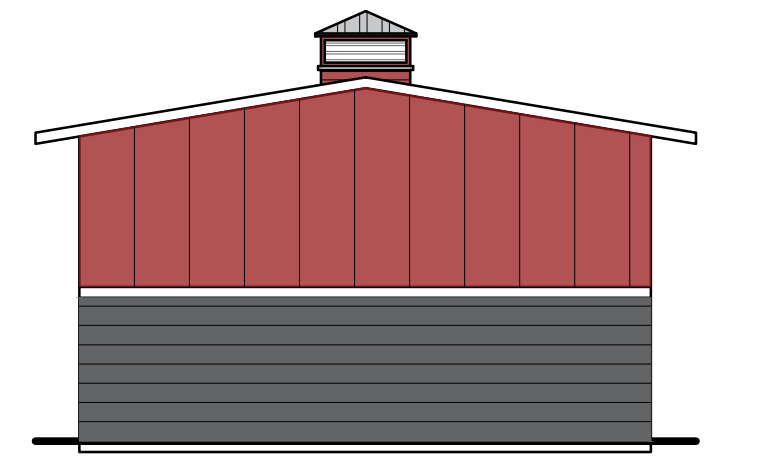
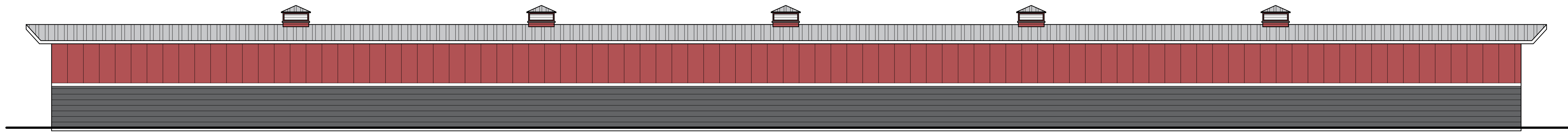
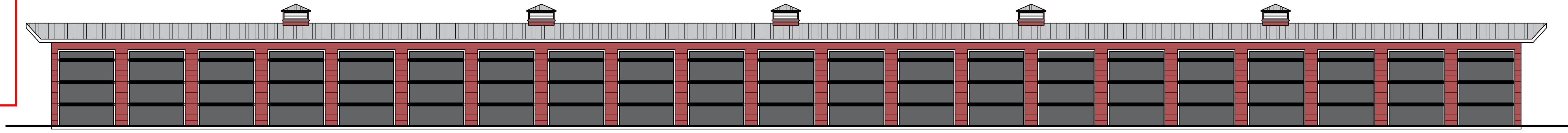
**EDEN STORAGE UNITS**  
 4708 E 2650 N  
 EDEN, UTAH



DATE: 21 MAY 2021  
 SCALE: 1" = 30'  
 DESIGN BY: J. MAUGHAN  
 CHECKED BY: L. ANDERSON  
 APPROVED BY: L. ANDERSON  
 PROJECT NUMBER: 21051ALN

SHEET:  
**CONC**

EXHIBIT B





# Staff Report to the Ogden Commission

Weber County Planning Division

Exhibit E  
Staff report reviewed by the Planning  
Commission  
Page 1 of 36

## Synopsis

### APPLICATION INFORMATION

**Application Request:** A public hearing for consideration of a requested rezone located at approximately 4708 E 2650 N, Eden.  
**Agenda Date:** Tuesday, November 30, 2021  
**Applicant:** Jeffrey Allan  
**File Number:** ZMA 2021-07

### PROPERTY INFORMATION

**Approximate Address:** 4708 E 2650 N, Eden.  
**Zoning:** The area to be rezoned is currently AV-3  
**Existing Land Use:** Vacant Commercial  
**Proposed Land Use:** Vacant Commercial

### ADJACENT LAND USE

**North:** Snowcrest Jr High School  
**East:** Residential  
**South:** Commercial  
**West:** Agricultural

### STAFF INFORMATION

**Report Presenter:** Steve Burton  
sburton@webercountyutah.gov  
801-399-8766  
**Report Reviewer:** RG

## Applicable Ordinances

§ 102-5: Rezoning Procedures

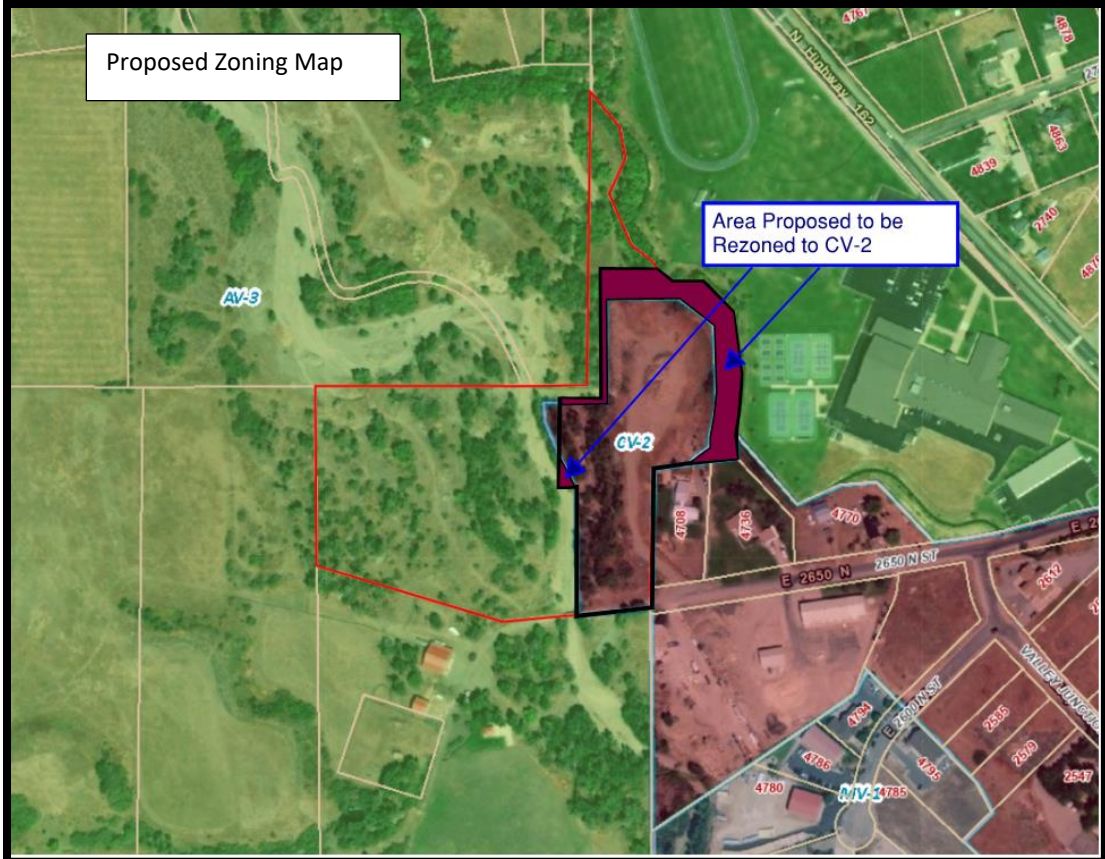
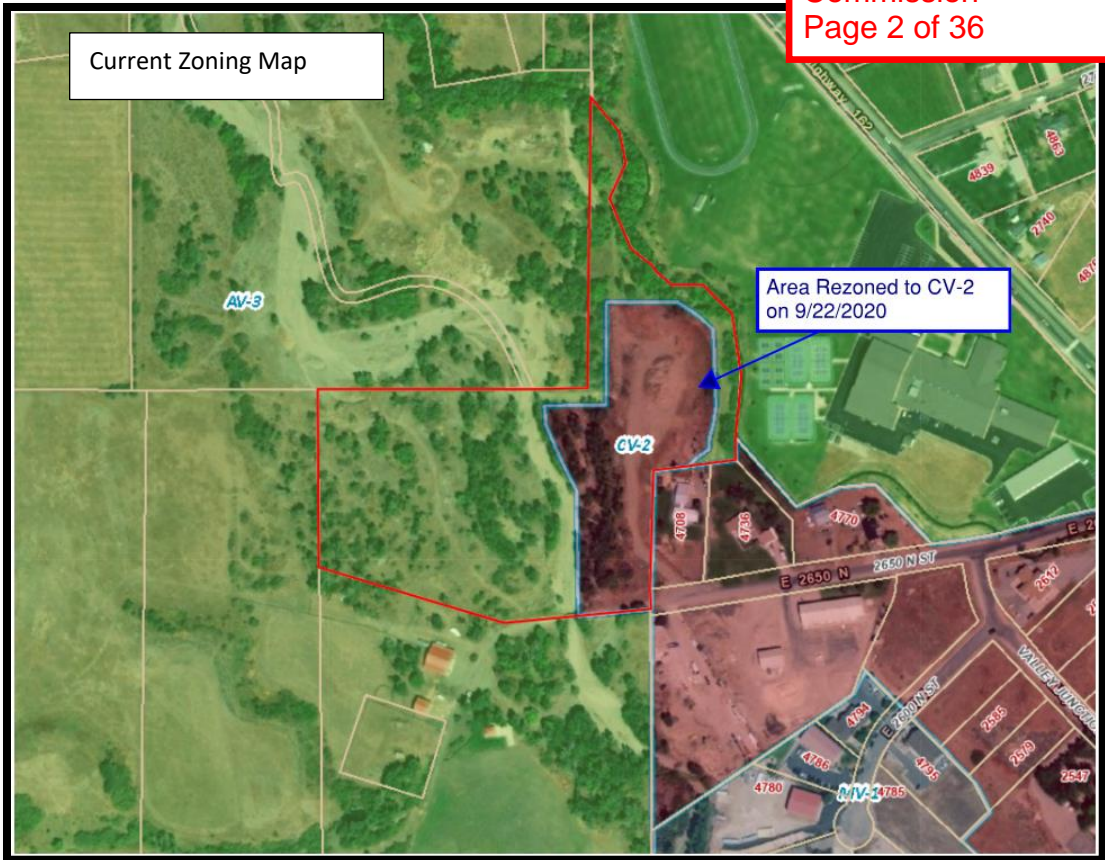
§ 104-20: CV-2

## Legislative Decisions

This is a legislative matter. When the Planning Commission is acting on a legislative matter, it is acting to make a recommendation to the Board of County Commissioners. There is wide discretion in making legislative decisions. Criteria for recommendations on a legislative matter suggest compatibility with the general plan, existing ordinances, and best practices. Examples of legislative actions are general plan, zoning map, and land use code amendments.

## Summary

This item is an applicant-driven request to amend the zoning map from AV-3 to CV-2. This purpose of this application is to **extend the CV-2 zoning to the eastern edge of parcel 22-040-0030 and to extend the CV-2 zoning slightly north on the same parcel. Parcel 22-040-0030 received a rezoning approval from AV-3 to CV-2 on September 22, 2020. The purpose is also to amend the site plan and architectural standards required by the development agreement.**





This proposal also includes a request to amend the development agreement that was approved as part of the rezone in September of 2020. The proposed changes to the development agreement include removing the requirement for a dumpster, eliminating the provision for roofs to develop a natural patina over time, and allowing the sheer wall massing to be 100 feet instead of 25 feet. The proposal also eliminates page 20 of the development agreement (see below for image of page 20)

EX 3110220 PG 20 OF 21

Attachment C

Design and Materials Palette



Architectural design elements of each building shall reflect the elements in these images. The use of trim to create the z-bar effect or x-bar effect as shown on the doors in these images shall be used on the doors of the storage units. Projected overhanging eaves on roof-gables shall be constructed, and four-cornered cupolas shall be constructed along the top gable of horizontal rooflines that are 25 feet or greater. Horizontal lines shall be broken every 25 feet with stylistic, architectural, and/or material differences to provide visual diversity for the exterior of buildings.

The developer is also proposing to eliminate the requirement to use “five inch reclaimed solid wood wall paneling” on page 21 of the development agreement.

EH 3110220 PG 21 OF 21

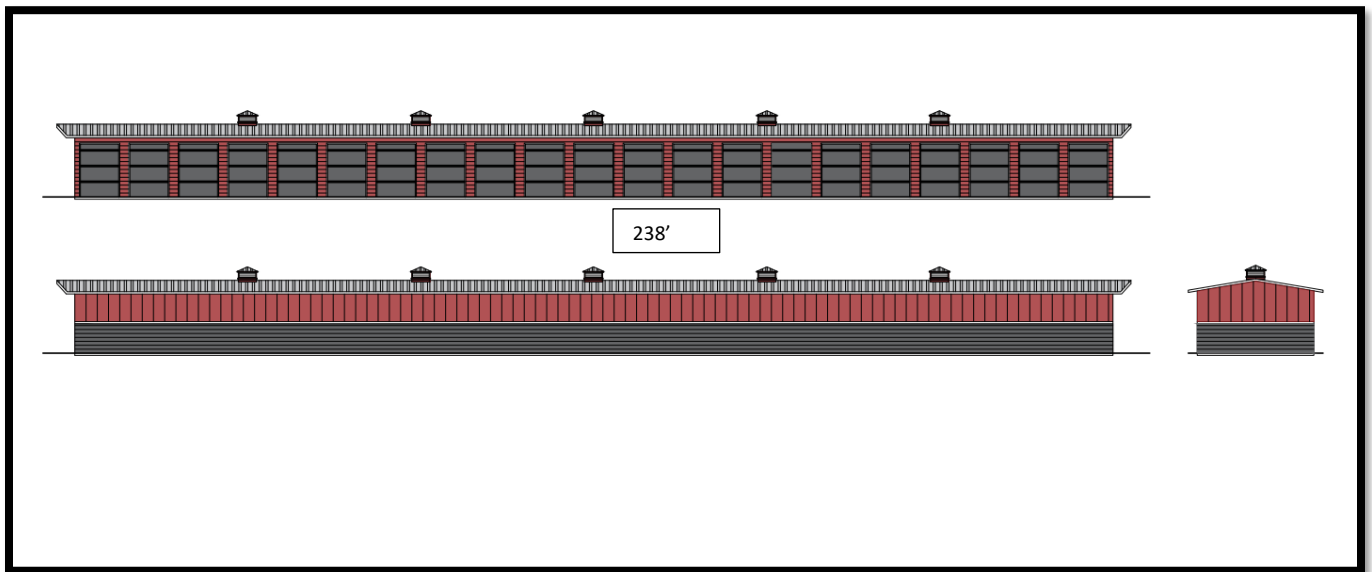
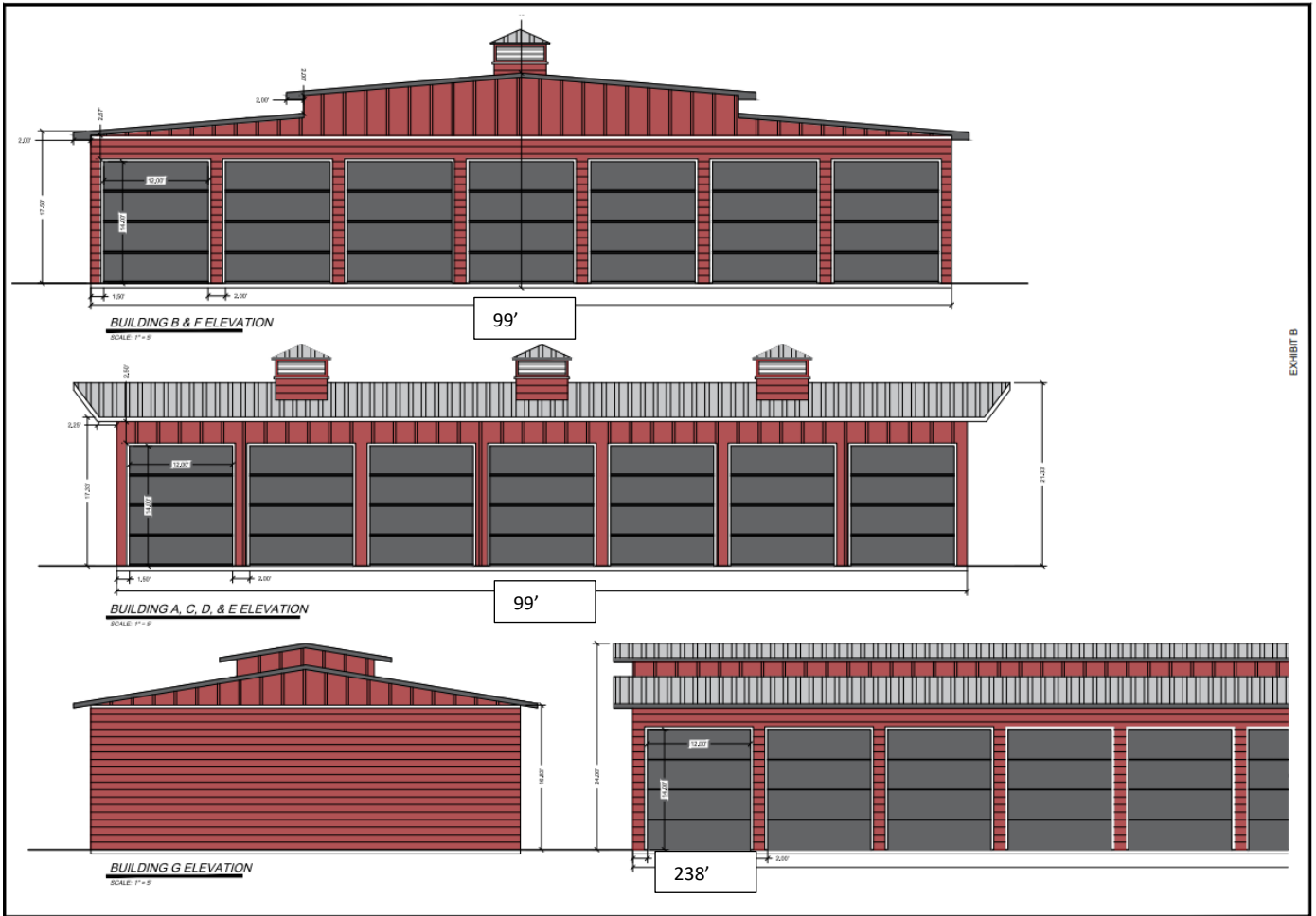
**Attachment C (Cont.)**

Design and Materials Palette



Siding of each building shall be five (5) inch reclaimed solid wood wall paneling. Substitute material of similar visual quality, as determined by the Weber County Planning Division Director, may be used.

The following is what the developer has submitted for architectural requirements, proposing to allow metal siding instead of wood.



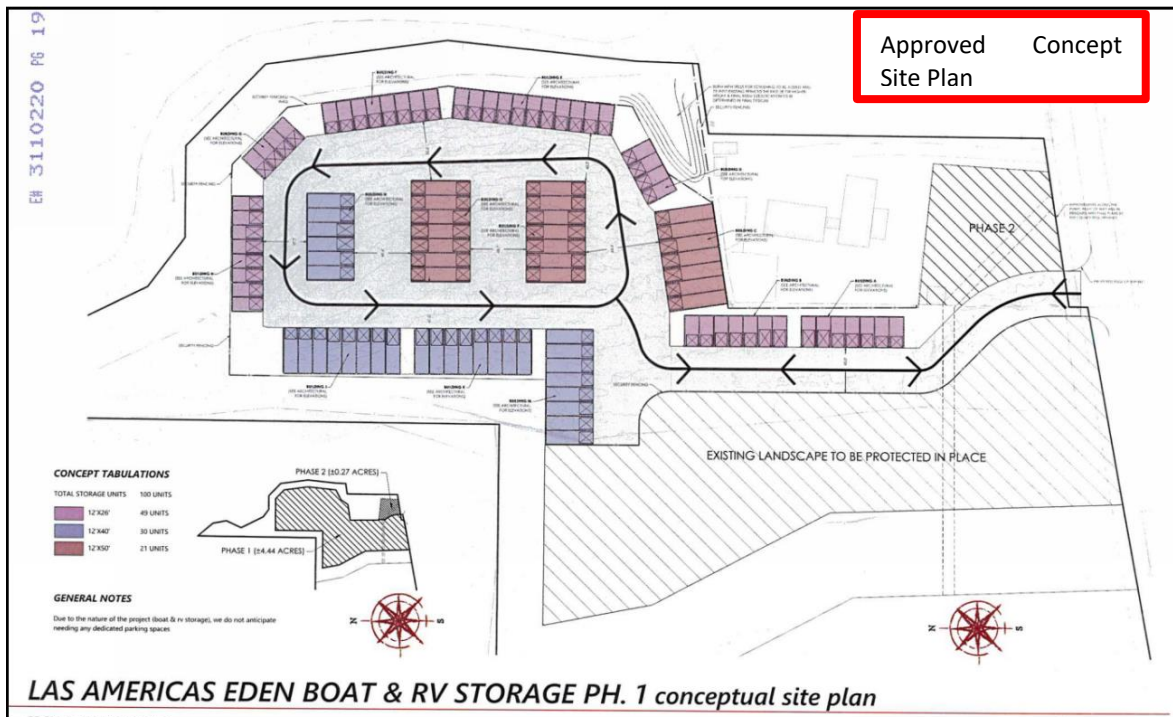


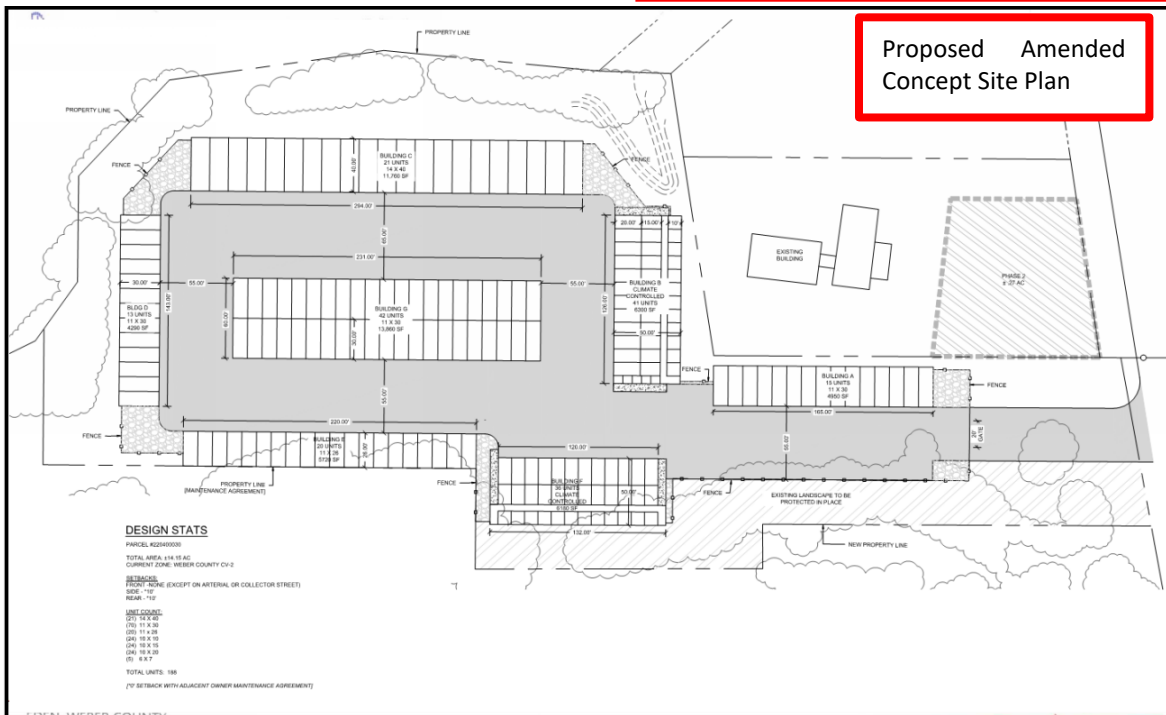
**The developer is also proposing to eliminate the “fair share intersection improvements” section and to add language that requires the developer to pay the roadway impact fee as development occurs.**

**7. Development Standards.**

- 7.1. **Use of Property.** The use of the property shall be limited to indoor storage units only. Indoor storage units is a use allowed in the CV-2 zone by conditional use permit. The parties agree that the conditional use requirements have been met with the execution of this development agreement. Therefore, the County, by use of its legislative authority, designates the use of indoor storage units on the Project Site as a permitted use, subject to the requirements of this agreement.
- 7.2. **Fair Share Intersection Improvements.** The Developer shall provide their roughly proportionate share of the cost of improvements to the intersection of Highway 162 and Clark Lane. When required by the County Engineer, a detailed study shall be provided by the Developer that establishes a traffic demand threshold that will trigger the need to improve the intersection, and will establish what the developer's roughly proportionate share of traffic demand is. This share shall equal the Developer's share of the cost of improving the intersection.
- 7.3. **Improvements of Clark Lane.** The Developer shall be responsible for installing curb, gutter, and a 10-foot wide sidewalk in the public right-of-way along the Developer's property frontage of Clark Lane. At the time of subdivision of the property, the Developer agrees to dedicate the

Lastly, the proposed amendment includes a revised conceptual site plan, **showing 188 total units compared to the original site plan that allowed for 100 units.**





## Policy Analysis

The architectural standards that were written into the original development agreement were meant to provide an aesthetic to the surrounding area that masked the industrial nature and architecture of storage units. The building massing requirements and barn architecture with wood materials fits into the Eden Village described in the Ogden Valley General Plan. Planning staff recommends that all of the architectural requirements of the development agreement remain in place.

Regarding the proposal to expand the zoning to the property boundary and amend the site plan, staff feels that these proposed changes should be approved, as long as the architectural requirements of the development agreement remain in place.

Regarding the proposal to eliminate the "Fair Share of Intersection Improvements" section, it should be noted that the storage units may have a significant impact on this specific intersection, and that roadway impact fees apply to entire street systems, not necessarily this specific intersection. Staff feels that the "Fair Share of Intersection Improvements" should remain in the development agreement.

Regarding the proposal to remove the required dumpster from the development agreement, staff is comfortable with this proposal because there should be no need for a dumpster if users are loading, unloading, and storing personal items in the storage units.

## County Rezoning Procedure

The applicant has submitted a complete application as outlined in the County's rezoning procedures in Sec 102-5. The land use code lists the following as considerations when the Planning Commission makes a recommendation to the County Commission:

*A decision to amend the zoning map is a matter committed to the legislative discretion of the County Commission and is not controlled by any one standard. However, in making an amendment, the County Commission and Planning Commission are encouraged to consider the following factors, among other factors they deem relevant:*

- a. *Whether the proposed amendment is consistent with goals, objectives, and policies of the County's general plan.*

- b. Whether the proposed amendment is compatible with the overall character of existing development in the vicinity of the subject property.*
- c. The extent to which the proposed amendment may adversely affect adjacent property.*
- d. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, wastewater, and refuse collection.*
- e. Whether the proposed rezone can be developed in a manner that will not substantially degrade natural/ecological resources or sensitive lands.*
- f. Whether proposed traffic mitigation plans will prevent transportation corridors from diminishing below an acceptable level of service.*

## Staff Recommendation

Staff recommends that the Planning Commission forward a positive recommendation to the County Commission for the proposed rezone of approximately 5 acres located at approximately 4708 E 2650 N, Eden, from AV-3 to CV-2, provided the architectural, massing, and material requirements listed in the original development agreement are not changed, and that the “fair share of intersection improvements” section remains unchanged in the development agreement.

Additionally, staff recommends that the site plan be amended as proposed and added as part of the development agreement, provided the architectural requirements, including the requirement to have horizontal lines be broken every 25 feet, be implemented as specified on page 20 of the original development agreement. Staff recommends approval of the proposal to remove the requirement to provide a dumpster on site.

This recommendation may come with the following findings:

1. The use helps support the 2016 Ogden Valley General Plan by providing for a market demand in a location outside an intended village area.
2. The use offers a design theme recommended by the 2016 Ogden Valley General Plan.
3. The proposal will offer an economic benefit to the community in a well-planned manner that offers relatively minimal community impacts in comparison to other economic development possibilities.
4. The impacts of the development on adjacent landowners is proposed to be appropriately minimized by use of natural and built buffers, vegetation, and architectural styling.
5. The development will enhance the overall health, safety, and welfare of the community.

## Exhibits

- Exhibit A: Application.
- Exhibit B: Original Development Agreement
- Exhibit C: Proposed amended site plan
- Exhibit D: Proposed amended building elevations.

## Change Summary

The items below are change requests to the original development agreement between Weber County, UTAH and Levanta LLC and Las Americas Resources LLC Dated December 15,2020. All items not addressed are to remain the same. The items crossed out in red are proposed items to be removed. Text in blue is content to be added/replaced.

**2.4 Developer.** “Developer” means ~~Lavanta L.L.C. and Las Americas Resources L.L.C.~~ Eden Storage, LLC, or any of their Assignees as provided in Section 11 of this agreement.

## 7. Development Standards

**7.2 Fair Share Intersection Improvements.** ~~—The Developer shall provide their roughly proportionate share of the cost of improvements to the intersection of Highway 162 and Clark Lane. When required by the County Engineer, a detailed study shall be provided by the Developer that establishes a traffic demand threshold that will trigger the need to improve the intersection, and will establish what the developer’s roughly proportionate share of traffic demand is. This share shall equal the Developer’s share of the cost of improving the intersection.—~~The Developer shall pay the roadway impact fee in lieu of the “Fair Share Intersection Improvement.

**7.3 Improvements of Clark Lane.** The Developer shall be responsible for installing curb, gutter, and a 10-foot wide sidewalk in the public right-of-way along the Developer’s property frontage of Clark Lane ~~at the time of development.~~ At the time of subdivision of the property, the Developer agrees to dedicate the future extension of Clark Lane (2650 N Street) to Weber County. Weber County agrees that this extension will not be of a width greater than is reasonably necessary given the current right-of-way width and alignment where it stubs the property. The Developer agrees that the dedication will extend from the current western end of the County’s ownership, westward until it stubs the adjacent parcel.

**7.13 Solid waste and refuse.** ~~At least on 6-yard or larger dumpster shall be placed onsite in a permanent location. The dumpster location shall be completely hidden from view when viewed from adjoining properties and streets. The use of an eight foot masonry wall, buildings, or both, may be employed to provide three sides of the dumpsters enclosure. The fourth side shall have a solid metal gate(s).~~ No Dumpster to be installed.

**7.14 Art and Culture Contribution.** Ask Charlie background

**7.18 Architectural standards.** The Developer agrees that the buildings will be designed to resemble historic barns typical for the area. The buildings shall offer a reasonable amount of agrarian stylistic detail as generally illustrated in Attachment C(see updated attachment C): Design and Materials Palette. The Developer further agrees as follows:

**7.18.1. Roof Materials.** The roofs of the buildings will be of non-reflective material ~~that can develop a natural patina over time.~~

**7.18.2. Sheer wall Massing.** The buildings will be designed in a manner that wall plains will be broken every ~~50 feet~~ 100 feet, both vertically and horizontally.

**7.18.3. Roof Pitches.** The center gable of the barn shall be of a pitch no less than ~~4:12~~ 2:12.

**10.2 - Rezone reversion – remove this item**

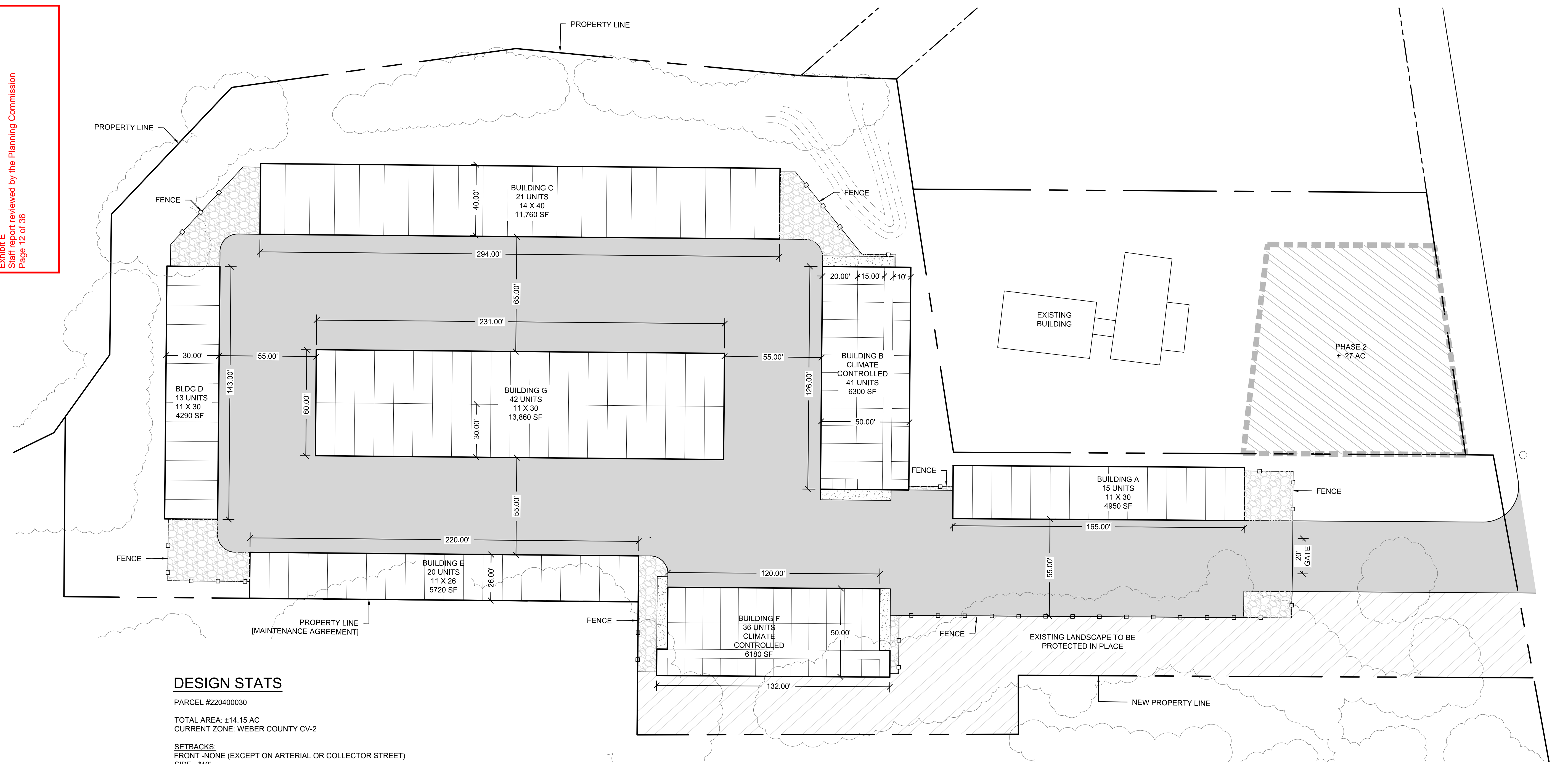
Attachment A – Revised Site Plan to replace old one

Attachment B – Materials and concept

Attachment C – replace new metes and bounds description and site plan for entire property to be rezoned commercial



Exhibit E  
Staff report reviewed by the Planning Commission  
Page 12 of 36



**DESIGN STATS**

PARCEL #220400030  
 TOTAL AREA: ±14.15 AC  
 CURRENT ZONE: WEBER COUNTY CV-2  
**SETBACKS:**  
 FRONT - NONE (EXCEPT ON ARTERIAL OR COLLECTOR STREET)  
 SIDE - \*10'  
 REAR - \*10'

**UNIT COUNT:**  
 (21) 14 X 40  
 (70) 11 X 30  
 (20) 11 X 26  
 (24) 10 X 10  
 (24) 10 X 15  
 (4) 10 X 20  
 (5) 6 X 7

TOTAL UNITS: 188  
 [\*0' SETBACK WITH ADJACENT OWNER MAINTENANCE AGREEMENT]

PLOTTED: October 19, 2021 BY: Jennifer Maughan FILE: Z:\2021 PROJECTS\21051ALN\JEFF ALAN - STORAGE UNITS - EDEN, UT\1040\CONCEPTS\21051ALN CONCEPT UPDATE (CURRENT).DWG

DESCRIPTION:  
 NO.:  
 DATE:

SHEET DESCRIPTION:  
**SITE PLAN  
 CONCEPT A**

**EDEN STORAGE UNITS**  
 4708 E 2650 N  
 EDEN, UTAH

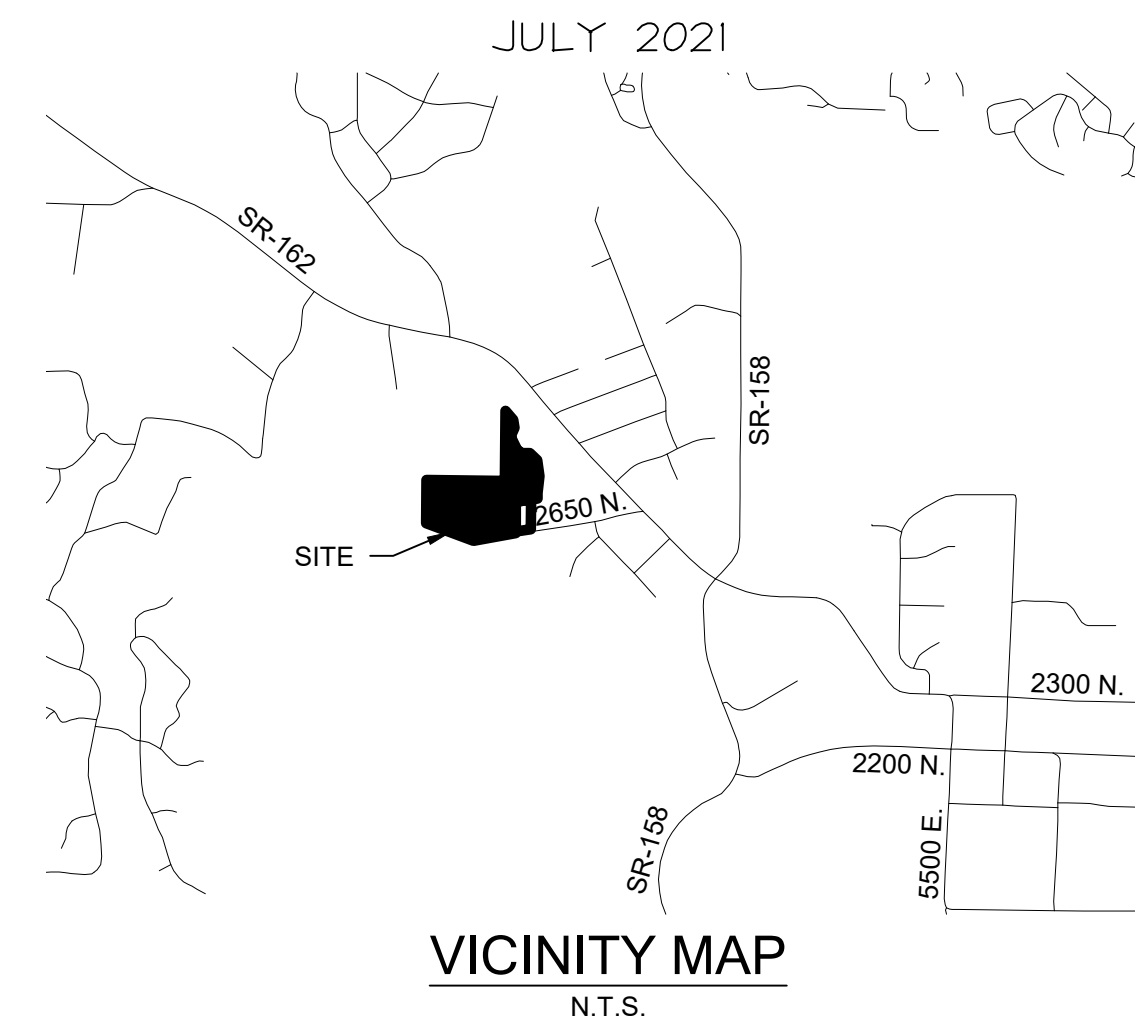
  
 Cache • Landmark  
 Engineers  
 Surveyors  
 Planners  
 95 Golf Course Rd.  
 Suite 101  
 Logan, UT 84321  
 435.713.0099

DATE: 21 MAY 2021  
 SCALE: 1" = 30'  
 DESIGN BY: J. MAUGHAN  
 CHECKED BY: L. ANDERSON  
 APPROVED BY: L. ANDERSON  
 PROJECT NUMBER: 21051ALN  
 SHEET: **CONC**



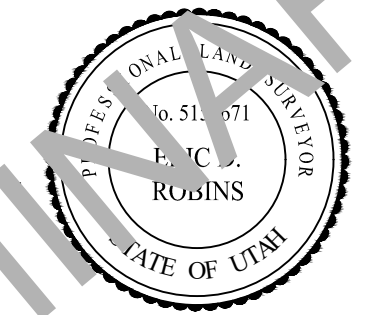
# WRANGLERS JETT SUBDIVISION

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 27, THE SOUTHEAST QUARTER OF SECTION 28, THE NORTHEAST QUARTER OF SECTION 33 AND THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN



## SURVEYOR'S CERTIFICATE

In accordance with Section 10-9A-603 of the Utah Code, I, Eric D. Robins, do hereby certify that I am a Professional Land Surveyor holding License Number 5152671 in accordance with Title 58, Chapter 22 of the Professional Engineers and Professional Land Surveyors Licensing Act. I further certify that on behalf of the owners I have completed a survey of the property described on the plat in accordance with Section 17-23-17 of Utah Code, and have verified all measurements, and have placed monuments as represented on the plat.



Eric D. Robins  
Professional Land Surveyor  
Utah Certificate No. 5152671

Date

## BOUNDARY DESCRIPTION:

XXXXXX

PRELIMINARY

## OWNER'S DEDICATION

We, the undersigned owners of the hereon described tract of land, hereby set apart and subdivide the same into lots and streets as shown on this plat, and name said tract WRANGLERS JETT SUBDIVISION, and hereby dedicate, grant, and convey to Eden City, Weber County, Utah, all those parts or portions of said tract of land designated as streets, the same to be used as public thoroughfares forever, and also dedicate to Eden City those certain strips designated as Public Utility and Drainage. Easements, and/or Common Area for public utility and drainage purposes over and across said tract of land as shown hereon, the same to be used for the installation, maintenance and operation of public utility service lines and drainage, as may be authorized by Eden City.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say that he is the \_\_\_\_\_ of HOLMES HOMES, LLC, a Utah Limited Liability Company, and that the foregoing instrument was duly authorized by said limited liability company at a lawful meeting held or by authority of its bylaws and signed in behalf of said company.

Commission Number \_\_\_\_\_ My Commission expires \_\_\_\_\_

Name, Notary Public Commissioned in Utah

## LEGEND

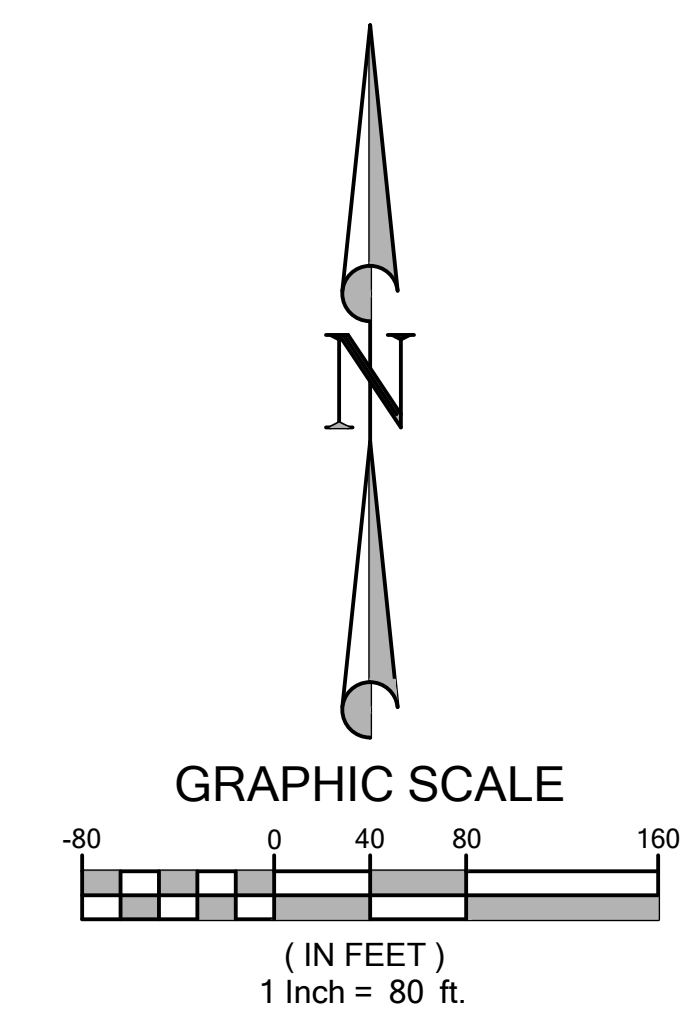
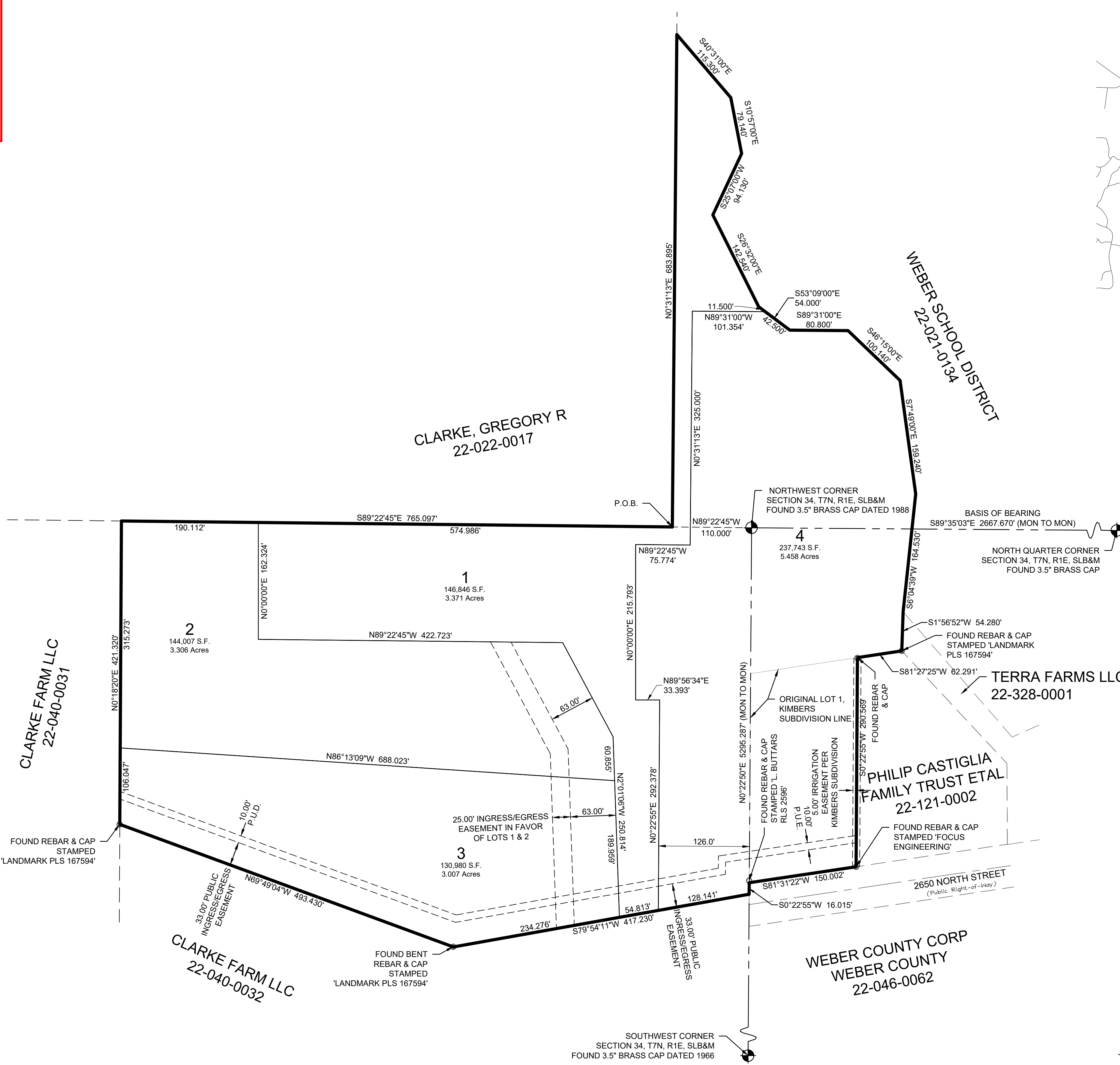
- FOUND WEBER COUNTY MONUMENT
- FOUND SURVEY MARKER
- MONUMENT LINE
- PROPOSED P.U.E.
- BOUNDARY LINE
- ADJOINING PROPERTY LINE
- DESCRIPTION TIE LINE

Sheet 1 of 1

WRANGLERS JETT SUBDIVISION  
BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 27, THE SOUTHEAST QUARTER OF SECTION 28, THE NORTHEAST QUARTER OF SECTION 33 AND THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN

FEE: \_\_\_\_\_ RECORDED  
ENTRY NO. \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
STATE OF UTAH, COUNTY OF WEBER  
DATE \_\_\_\_\_ TIME \_\_\_\_\_  
RECORDED AT THE REQUEST OF: \_\_\_\_\_

Exhibit E  
Staff report reviewed by the Planning Commission  
Page 13 of 36



**PERIGEE CONSULTING**  
CIVIL • STRUCTURAL • SURVEY

9089 SOUTH 1300 WEST, SUITE 160 WEST JORDAN, UT 84088  
801.628.6004 TEL 801.590.6611 FAX WWW.PERIGEECIVIL.COM

DEVELOPED BY: \_\_\_\_\_  
XXXX

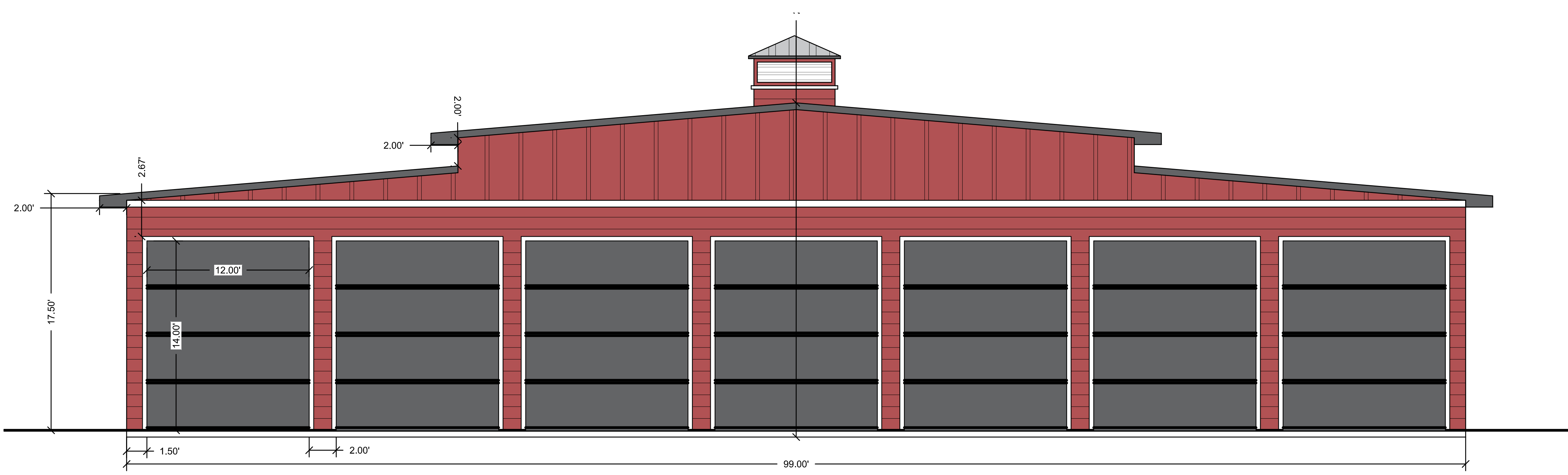
COUNTY SURVEYOR  
APPROVED AS TO FORM ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_  
ROSH \_\_\_\_\_  
COUNTY SURVEYOR

APPROVAL AS TO FORM  
APPROVED ON: \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_  
SPECIAL SERVICE DISTRICT MANAGER

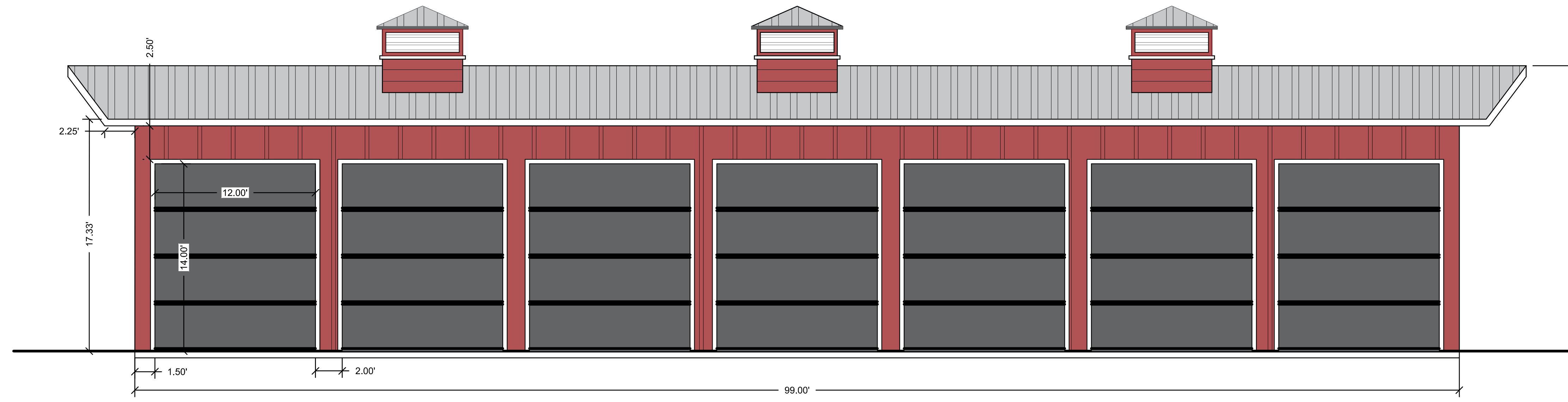
APPROVAL AS TO FORM  
APPROVED ON: \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_  
EDEN CITY MAYOR  
ATTESTED BY EDEN CITY RECORDER

APPROVAL AS TO FORM  
APPROVED ON: \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_  
CITY ENGINEER

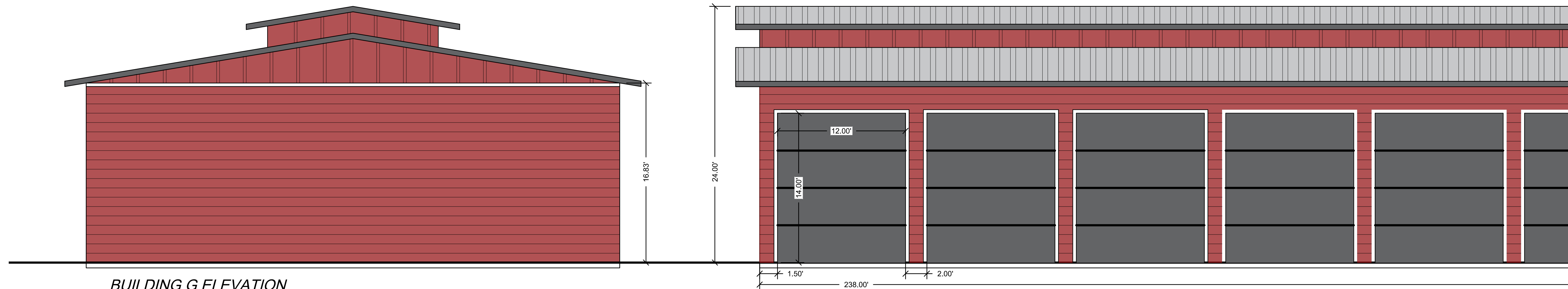
APPROVAL AS TO FORM  
APPROVED AND ACCEPTED BY: \_\_\_\_\_ THE EDEN CITY PLANNING CHAIRMAN  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_  
CHAIRMAN



**BUILDING B & F ELEVATION**  
SCALE: 1" = 5'



**BUILDING A, C, D, & E ELEVATION**  
SCALE: 1" = 5'

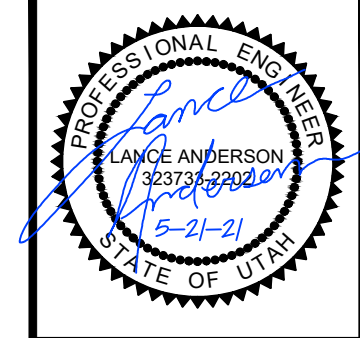


**BUILDING G ELEVATION**  
SCALE: 1" = 5'

EXHIBIT B

PLOTTED: May 26, 2021 BY: Jennifer Maguire, FILE: E:\2021 PROJECTS\21051ALN\REF: ALLAN - EDEN, OGDEN VALLEY - STORAGE UNITS\0400\CONCEPTS\21051ALN\_CONCEPT\_CURRENT\DWG

DESCRIPTION:	
NO.:	
DATE:	



SHEET DESCRIPTION:  
**BUILDINGS A - G  
ELEVATION**

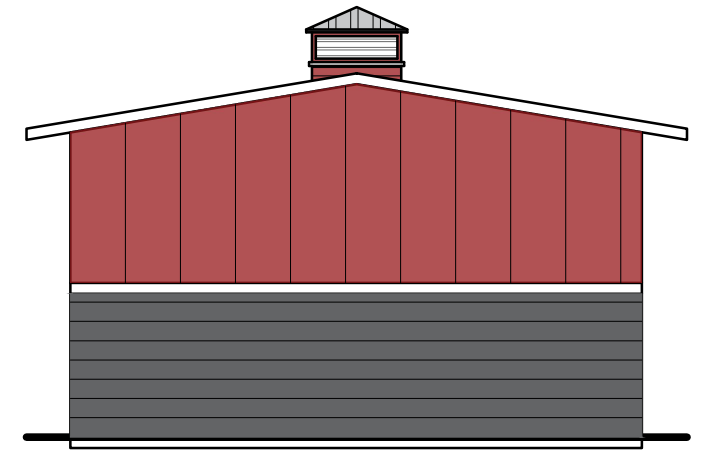
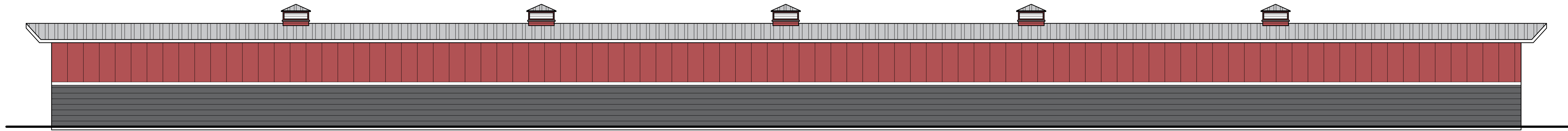
**EDEN STORAGE UNITS**  
4708 E 2650 N  
EDEN, UTAH



DATE:	21 MAY 2021
SCALE:	1" = 30'
DESIGN BY:	J. MAUGHAN
CHECKED BY:	L. ANDERSON
APPROVED BY:	L. ANDERSON
PROJECT NUMBER:	21051ALN

SHEET:  
**CONC**

EXHIBIT B





\*W3110220\*

EH 3110220 PG 1 OF 21  
LEANN H KILTS, WEBER COUNTY RECORDER  
15-DEC-20 323 PM FEE \$.00 DEP DC  
REC FOR: WEBER COUNTY PLANNING

**DEVELOPMENT AGREEMENT**

**Between**

**WEBER COUNTY, UTAH**

**and**

**LEVANTA L.L.C. and LAS AMERICAS RESOURCES L.L.C.**



**List of Attachments**

Attachment A: Project Area Legal Description and Graphic Depiction

Attachment B: Proposed Site Layout

Attachment C: Design and Materials Palette

**Table of Contents**

DEVELOPMENT AGREEMENT ..... 3

RECITALS ..... 3

AGREEMENT ..... 3

    1. Effective Date, Expiration, Termination. .... 3

    2. Definitions and Interpretation. .... 4

    3. Omitted..... 5

    4. Project Description. .... 5

    5. Project Location and Illustration. .... 5

    6. Vesting. .... 5

    7. Development Standards..... 5

    8. Amendments and Revisions..... 8

    9. Omitted..... 9

    10. Termination. .... 9

    11. General Provisions. .... 9

    12. Notices. .... 10

    13. Default and Remedies..... 10

    14. Entire Agreement. .... 12

    15. Counterparts. .... 12

SIGNATORIES ..... 13

Attachment A..... 16

Attachment A (Cont.) ..... 17

Attachment B..... 18

Attachment C..... 19

Attachment C (Cont.) ..... 20

## DEVELOPMENT AGREEMENT

### Eden Boat and RV Storage

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and Levanta L.L.C./Las Americas Resources L.L.C. ("Developer"), known together herein as the "Parties."

### RECITALS

**WHEREAS**, The Developer desires and intends to develop an indoor storage unit facility (the "Project") in the unincorporated area of Weber County known as Eden. Key components of the Project include completely enclosed buildings designed to appear agrarian in nature, which will be used for indoor storage for items such as vehicles, trailers, and household items; driveways and drive access to each storage unit; and landscaping;

**WHEREAS**, Levanta L.L.C. and Las Americas Resources L.L.C. are engaged in a joint venture to develop the Project, and together are known herein as the Developer;

**WHEREAS**, The Developer's objective is to develop a storage unit facility that incorporates building and site designs that complement the character of the community and is financially successful;

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

**WHEREAS**, The Project will be located on land referred to herein as the "Project Site". The Project Site is as more specifically described in **Attachment A**: Project Area Legal Description and Graphic Depiction. A site plan showing the general location and layout of the Project is contained in **Attachment B** Proposed Site Layout, and architectural and design detail is contained in **Attachment C**: Design and Materials Palette.

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

### AGREEMENT

#### **1. Effective Date, Expiration, Termination.**

- 1.1. Effective Date.** The Effective Date of this Agreement is the last date upon which it is signed by any of the Parties hereto.
- 1.2. Expiration.** This Agreement shall be in full force and effect until (10) years from the Effective Date of this Agreement, at which point this Agreement shall expire.
- 1.3. Termination.** This Agreement may be terminated by mutual written agreement of the Parties to this Agreement or terminated pursuant to Section 10 of this Agreement. This Agreement automatically terminates, without notice, in the following circumstances:
  - 1.3.1.** The term of this Agreement expires;
  - 1.3.2.** The Project is abandoned or the use is discontinued, as provided for by Weber County Code Chapter 108-12; or



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

## 2. Definitions and Interpretation.

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

- 2.1. **Agreement.** "Agreement" means this Development Agreement between County and Developer, approved by the Board of County Commissioners, and executed by the undersigned.
- 2.2. **County.** "County" means Weber County, Utah.
- 2.3. **Construction Buildout Period.** "Construction Buildout Period" has the meaning set forth in Section 7.19 of this Agreement.
- 2.4. **Developer.** "Developer" means Levanta L.L.C. and Las Americas Resources L.L.C., or any of their Assignees as provided in Section 11 of this Agreement.
- 2.5. **Development Standards.** "Development Standards" means the requirements stated in Section 7 of this Agreement.
- 2.6. **Effective Date.** "Effective Date" has the meaning set forth in Section 1 of this Agreement.
- 2.7. **Force Majeure Event.** "Force Majeure Event" means any event beyond the reasonable control of the affected Party that directly prevents or delays the performance by such Party of any obligation arising under this Agreement, including an event that is within one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to the Project caused by third Parties; riot or similar civil disturbance or commotion; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of a governmental or judicial authority.
- 2.8. **Parties.** "Parties" means the Developer and the County.
- 2.9. **Project.** "Project" means the Eden Boat and RV Storage facility as set forth in the exhibits hereto.
- 2.10. **Project Site.** "Project Site" means the land area on which the Project will actually be sited, as more specifically described in Attachment A: Project Area Legal Description and Graphic Depiction.
- 2.11. **Routine and Uncontested.** "Routine and Uncontested" means simple and germane to the Project or Project Site, having very little chance of effect on the character of the area, and not anticipated to generate concern from the public.
- 2.12. **Substantial Completion.** "Substantial Completion" means the Project is constructed, installed, and a valid business license has been obtained from the county.
- 2.13. **Transferee.** A party to which the Project is transferred or assigned in part or in whole. "Assignee"



shall also mean the same.

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

3. Omitted

4. Project Description.

The Project is an indoor storage unit facility.

5. Project Location and Illustration.

The Project is as described herein, and illustrated in Attachment B: Proposed Site Layout and Attachment C: Proposed Site Layout – Parcel Boundary Overlay, modified as necessary in accordance with this Agreement's Development Standards.

6. Vesting.

- 6.1. Except as otherwise noted, this Agreement vests the Project and Project Site to the existing Vested Laws until the expiration or termination of this Agreement, or until the Developer has fully developed the Project as proposed herein, whichever is earlier.
- 6.2. Developer agrees that the intent of this vesting is to offer a predictable set of development standards related to the development and establishment of the use. To that effect, Developer agrees that if the County modifies its laws in the future to specifically regulate the use or any other related performance measure, after the time provided in Section 6.1, the Project shall be subject to the new laws. This shall not affect any established nonconforming rights of the use, location, method of construction, acreage requirement, setback requirement, or height requirement of any building, structure, or internal site roadway, as may be applicable.

7. Development Standards.

- 7.1. **Use of Property.** The use of the property shall be limited to indoor storage units only. Indoor storage units is a use allowed in the CV-2 zone by conditional use permit. The parties agree that the conditional use requirements have been met with the execution of this development agreement. Therefore, the County, by use of its legislative authority, designates the use of indoor storage units on the Project Site as a permitted use, subject to the requirements of this agreement.
- 7.2. **Fair Share Intersection Improvements.** The Developer shall provide their roughly proportionate share of the cost of improvements to the intersection of Highway 162 and Clark Lane. When required by the County Engineer, a detailed study shall be provided by the Developer that establishes a traffic demand threshold that will trigger the need to improve the intersection, and will establish what the developer's roughly proportionate share of traffic demand is. This share shall equal the Developer's share of the cost of improving the intersection.
- 7.3. **Improvements of Clark Lane.** The Developer shall be responsible for installing curb, gutter, and a 10-foot wide sidewalk in the public right-of-way along the Developer's property frontage of Clark Lane. At the time of subdivision of the property, the Developer agrees to dedicate the

future extension of Clark Lane (2650 N. Street) to Weber County. Weber County agrees that this extension will not be of a width greater than is reasonably necessary given the current right-of-way width and alignment where it stubs into the property. The Developer agrees that the dedication will extend from the current western end of the County's ownership, westward until it stubs to the adjacent parcel.

- 7.4. **Waste water disposal.** No grey or black water dumping shall be allowed on the site without a dump station that meets all requisite standards and regulations for the location.
- 7.5. **Waste water disposal and watercraft decontamination signage.** A sign shall be posted in a conspicuous manner at the entrance of the facility that notifies renters that there are no wastewater dumping facilities onsite. The sign shall also notify patrons that watercraft must be drained, decontaminated, and cleaned prior to entry of the site.
- 7.6. **No effect on drinking water.** The use shall not have any negative effect on the drinking water quality of the nearby wells of Eden Water Works, or any other culinary water source in the area.
  - 7.6.1. **Work with Eden Water Works.** In the event that Eden Waterworks or any other potentially affected culinary water authority determines that ground water infiltration from the site is not capable of being diluted and/or filtered to drinking water standards adopted by the Utah Department of Environmental Quality before it enters a drinking water source, then the Developer bears the burden of constructing remediating drainage facilities prior to conducting any further business onsite or allowing any further access to the site.
  - 7.6.2. **Threat to Drinking Water.** If groundwater infiltration onsite constitutes an immediate threat to a drinking water source, all activities onsite, including access, shall cease until the threat is remediated. This remediation shall be conducted by the Developer, at no expense to the culinary water authority.
  - 7.6.3. **Scientific Evidence Gathering.** The County recognizes and agrees that the culinary water authority bears the burden of demonstrating through scientifically reproducible means, based on site specific evidence gathering, including, if necessary, subterranean hydrologic or hydrogeologic exploration, that the soil types and/or drainage methods on the site are incapable of protecting the drinking water source(s). The Developer agrees to allow the culinary water authority reasonable access to the site to conduct the investigations or inspections they may deem necessary to maintain a clean drinking water source. If onsite subterranean investigations are conducted prior to initiation of construction, the Parties recognize and agree that it is the culinary water authority's responsibility to bear the evidence-gathering expenses, and the parties agree that the Developer shall bear the cost to restore the evidence-gathering site(s). If the onsite subterranean investigations are desired after initiation of construction, and if the Developer has notified the culinary water authority two weeks prior to initiation of construction, the Parties agree that it is the culinary water authority's responsibility to bear the full cost of evidence gathering. The Developer and the culinary water authority may make alternative agreements to achieve these ends, as they deem mutually beneficial.
- 7.7. **Drainage facilities.** The areas of the site accessible to motor vehicles or watercraft shall be drained away from the river corridor. The drainage facility shall be constructed with an oil-grit separator if required by the County Engineer. Best management practices for invasive mussel mitigation shall be employed, if necessary, as may be recommended by the appropriate State Department of Natural Resources personnel.
- 7.8. **Fire protection.** If deemed necessary by the local fire authority, each building shall be fire-



sprinkled such that each unit has at least one sprinkler head, or as may be otherwise required by the fire code or the local fire authority.

**7.8.1.** If a fire hydrant is not already within an acceptable proximity from the site, as determined by the local fire authority, the Developer shall install a water trunk line no less than 8 inches in diameter, or as otherwise specified by the local fire authority or County Engineer, from the nearest hydrant to the site, and shall install a hydrant onsite or in the adjoining public right-of-way, as may be deemed appropriate by the local fire authority.

- 7.9. Site obscuring berm or wall.** An eight-foot earthen berm shall be constructed between the adjacent residential uses and the storage facility. Atop the berm, the Developer shall plant four eight-foot conifer trees of a species native to the Wasatch Mountains, and shall plant three deciduous trees of a native species well known for shade producing capabilities. The deciduous trees shall have a caliper of at least two inches when planted and the conifer trees shall be at least eight feet tall when planted. The trees shall be provided with an automatic irrigation system to support healthy growth. An eight-foot wall may be constructed in lieu of a berm. The vegetation required herein may be located on either side of the wall.
- 7.10. Riparian corridor and tree-line protection.** Buildings and other improvements shall be setback from the highwater line of the North Fork River, as provided by County Code, and the Developer shall maintain the riparian corridor in good health. As specified in the landscape plan, the Developer shall protect existing trees that line the perimeter of the project area, with special attention to protecting the trees along the river corridor. The Developer shall take a photo inventory of existing trees, identify those that will be removed, and submit the inventory to planning staff prior to any site work. For every tree that will be removed to make way for the development, another of the same species shall be planted on the site.
- 7.11. Noxious weeds.** The storage unit Developer shall be responsible for regular monitoring and removal of noxious weeds on the site.
- 7.12. Outdoor storage.** There shall be no outdoor storage permitted on the site.
- 7.13. Solid waste and refuse.** At least one 6-yard or larger dumpster shall be placed onsite in a permanent location. The dumpster location shall be completely hidden from view when viewed from adjoining properties and streets. The use of an eight-foot masonry wall, buildings, or both, may be employed to provide three sides of the dumpster's enclosure. The fourth side shall have a solid metal gate(s).
- 7.14. Art and Culture Contribution.** The Developer agrees to pursue opportunities with the Ogden Valley Starry Night organization to provide possible façade space for a future Starry Night mural.
- 7.15. Phasing.** The Parties agree that no phasing plan has been approved as a part of this agreement. Additional phases will require considerations at the time they are proposed.
- 7.16. Floodplain Development.** The Developer agrees to maintain compliance with floodplain development requirements.
- 7.17. Trail Corridor Preservation.** Prior to commencement of construction, the Developer agrees to convey a trail easement to the County that runs along the east side of the North Fork River, west of drive approach and buildings shown on the site plan. The easement shall be located along an alignment that will provide optimal convenience for future trail building, and shall be of sufficient width to provide for a 10-foot paved pathway with appropriate shoulders to support the pathway width.
- 7.18. Architectural standards.** The Developer agrees that the buildings will be designed to

resemble historic barns typical for the area. The buildings shall offer a reasonable amount of agrarian stylistic detail as generally illustrated in Attachment C: Design and Materials Palette. The Developer further agrees as follows:

- 7.18.1. Roof Materials.** The roofs of the buildings will be of a nonreflective metal material that can develop a natural patina over time.
  - 7.18.2. Sheer-wall Massing.** The buildings will be designed in a manner that wall plains will be broken every 50 feet, both vertically and horizontally.
  - 7.18.3. Roof Pitches.** The center gable of the barn roofs shall be of a pitch no less than 4:12.
- 7.19. Construction Staging and Construction Buildout Period.** Developer agrees there will be no construction staging outside of the Project Site boundaries, except what is reasonable and necessary for the construction of the driveway access or to fulfill any requirements of law. County agrees that Developer is allowed to construct the Project such that Substantial Completion is achieved no later than 5 years from the date that all permits necessary to construct the Project are obtained in final form, but in no event later than 6 years from the Effective Date of this Agreement (the "Construction Buildout Period"), unless construction is delayed by a Force Majeure Event.
- 7.20. Sanitary Sewer and Culinary Water.** Developer agrees to satisfy the requirements of the Weber Morgan Health Department, if any, regarding sanitary sewer and culinary water provisions for the site.
- 7.21. Permits.** Developer agrees to obtain all necessary federal, state, and local permits required prior to any work onsite, including but not limited to building permits, storm water pollution prevention permits, right-of-way encroachment permits, and Army Corps of Engineers permits.

## **8. Amendments and Revisions.**

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

- 8.1. Project Facility Repair, Maintenance and Replacement.** Developer shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement without amending the Agreement.
- 8.2. Authorized Changes, Enlargements, or Alterations.** As set forth below, County staff may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project in their respective administrative capacities. The following types of Changes are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.
  - 8.2.1. Changes Necessary to Comply with Other Laws.** Any resulting changes as a consequence of obtaining or complying with a federal, state, or local permit or approval; provided that the changes are routine and uncontested and the application thereof does not materially affect the County's original intent, findings, or conditions on the Project in a manner that would have likely resulted in a different decision on this Agreement, as determined by the Planning Director.
  - 8.2.2. De Minimis Changes.** Other de minimis changes requested by the Developer, which are reasonably consistent with the intent of this agreement and the CV-2 rezone, and



are routine and uncontested.

9. Omitted.

10. Termination.

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

- 10.1. **Developer's Option.** Developer shall have the option, in its sole discretion, to terminate this Agreement prior to Substantial Completion of the Project, provided such termination will not relieve the Developer of any obligation owed the County under the terms of this Agreement and outstanding at the time of such termination. If it elects to terminate this Agreement, Developer shall submit a Notice to this effect to County at least thirty (30) days prior to such termination.
- 10.2. **Zoning Reversion.** The Parties agree that this agreement and the rezone of the property from the AV-3 zone to the CV-2 zone are inextricably related. The Parties agree that the termination of this agreement shall result in the reversion of the Property back to the rights, standards, and regulations of the AV-3 zone. At that time, any established nonconforming right may continue as provided by law, but no new right may be established unless it complies with the AV-3 zone.

11. General Provisions.

- 11.1. **Assignability.** The rights and responsibilities of Developer under this Agreement may be assigned as provided herein.
  - 11.1.1. **Total Assignment of Project and Project Site.** The Developer, as the landowner of the Project Site at the time of the execution of this agreement, may sell, convey, reassign, or transfer the Project Site or Project to another entity at any time, provided any division of land, if applicable, complies with County Laws.
  - 11.1.2. **Partial Assignment of Project Site.** A partial assignment of the Project Site is prohibited under this Agreement. The Project Site shall be continuously owned under the ownership of Developer and assignees, until this agreement is Terminated.
- 11.2. **Binding Effect.** This Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Project Site, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.
- 11.3. **Utah Law.** This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.
- 11.4. **Authority.** Each Party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.
- 11.5. **Duty to Act Reasonably and in Good Faith.** Unless otherwise expressly provided, each party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement.
- 11.6. **Communication and Coordination.** The Parties understand and agree that the process



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

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

**12. Notices.**

- 12.1. **Written Notice.** Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by facsimile transmission or email.
- 12.2. **Addresses.** Notices shall be given to the Parties at their addresses set forth as follows:

---

**If to the County:**

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

**With copies to:**

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

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

---

**If to Developer:**

Levanta, L.L.C.  
11148 Zealand Ave N  
Champlin, MN 55316

**And:**

Las Americas Resources L.L.C  
68 N 700 W  
Kaysville UT 84037

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

**13. Default and Remedies.**

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

then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure of the alleged default.

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

**13.3. Dispute Resolution Process.**

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

**13.3.2. Mediation.** If this Conference process does not resolve the dispute within the 7-day Conference period, the Parties shall in good faith submit the matter to mediation. The Parties shall send the same types of representatives to mediation as specified for the "Conference" process. Additionally, the Parties shall have representatives present at the mediation with full authority to make a settlement within the range of terms being discussed, should settlement be deemed prudent. The mediation shall take place within 45 days of the Parties submitting the dispute to mediation. If the dispute is not able to be resolved through the mediation process in the 45-day period, the Parties may pursue their legal remedies in accordance with Utah and local law.

**14. Entire Agreement.**

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

**15. Counterparts.**

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

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

(Signatures on following pages)

SIGNATORIES

“County”

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

By: Gage Froerer  
Gage Froerer  
Chair, Weber County Commission

DATE: September 22, 2020

ATTEST: Ricky D. Hatch  
Ricky D. Hatch, CPA  
Weber County Clerk/Auditor

“Developer”  
Levanta, L.L.C.

By: [Signature]  
Print Name: KODY B. HOCKER  
Title: MEMBER MANAGER

DATE: OCTOBER 2, 2020

Developer Acknowledgment  
(Corporation)

State Of MINNESOTA )

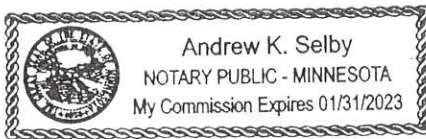
)ss.

County Of HENNEPIN )

On the 2<sup>ND</sup> day of OCTOBER, 2020, personally appeared before me KODY B. HOCKER, who being by me duly sworn, did say that he is the MEMBER/MAN. of LEVANTA, LLC, a limited liability company, and that the foregoing instrument was signed in behalf of said corporation by authority of its members or its articles of organization; and said person acknowledged to me that said limited liability company executed the same.

My Commission Expires:

[Signature]  
Notary Public, residing in





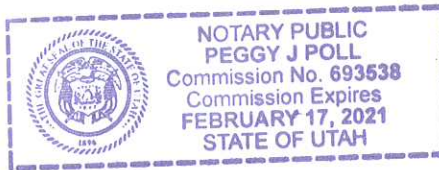
"Developer"  
Las Americas Resources L.L.C.

By: [Signature]  
Print Name: Rob Edwards  
Title: MEMBER/ MANAGER

DATE: 10/08/20

Developer Acknowledgment  
(Corporation)

State Of Utah )  
 )ss.  
County Of Davis )



On the 08 day of October, 2020 personally appeared before me Robert Edwards, who being by me duly sworn, did say that he is the member/manager of Las Americas Resources LLC, a limited liability company, and that the foregoing instrument was signed in behalf of said corporation by authority of its members or its articles of organization; and said person acknowledged to me that said limited liability company executed the same.

02/17/2021

My Commission Expires:

[Signature]  
Notary Public, residing in  
Davis County

**Attachment A**

Project Area Legal Description and Graphic Depiction

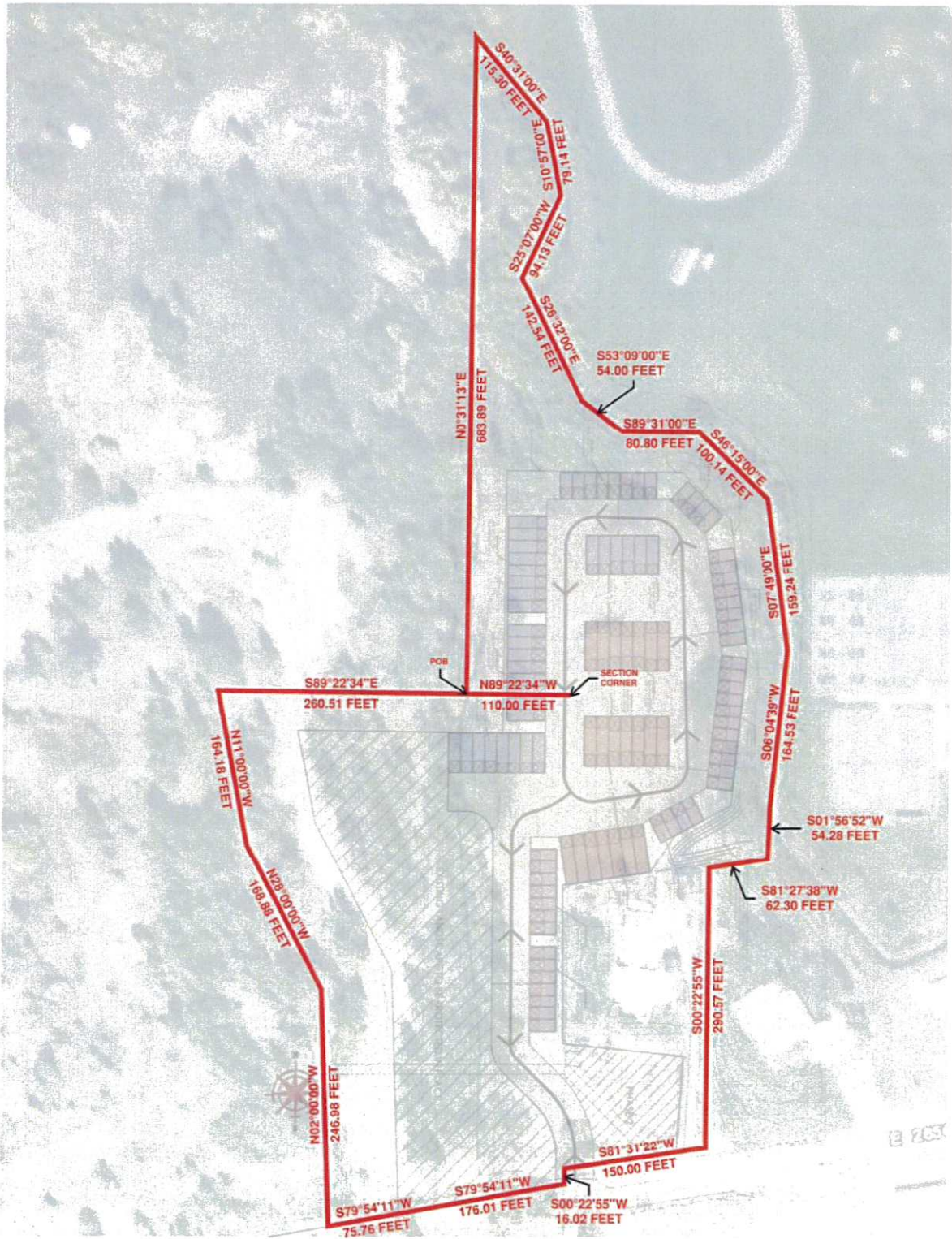
All of **Parcel #221210001**, and the eastern part of **Parcel #220400030** being more particularly described as follows:

A portion of the SW1/4 of Section 27, the NW1/4 of Section 34, the NE1/4 of Section 33 & the SE1/4 of Section 28, Township 7 North, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Southeast Corner of that Real Property described in Deed Entry No. 1123214 of the Official Records of Weber County located N89°22'34"W along the Section line 110.00 feet from the Northeast Corner of Section 33, T7N, R1E, SLB&M; thence N00°31'13"E along said deed 683.89 feet to the Centerline of an irrigation ditch; thence along the centerline of said ditch the following 9 (nine) courses: 1) S40°31'00"E 115.30 feet; 2) S10°57'00"E 79.14 feet; 3) S25°07'00"W 94.13 feet; 4) S26°32'00"E 142.54 feet; 5) S53°09'00"E 54.00 feet; 6) S89°31'00"E 80.80 feet; 7) S46°15'00"E 100.14 feet; 8) S07°49'00"E 159.24 feet; 9) S06°04'39"W 164.53 feet to the Northernmost corner of Lot 1, MEL CLARK SUBDIVISION recorded as Entry No. 2708799, Book 76, Page 61 in the Office of the Weber County Recorder; thence S01°56'52"W along said plat 54.28 feet to the Northernmost corner of Lot 2, KIMBERS SUBDIVISION, according to the Official Plat recorded as Entry No. 1353660, Book 40, Page 22 in the Office of the Weber County Recorder; thence S81°27'38"W along said plat 62.30 feet to the Northeast Corner of Lot 1 of said KIMBERS SUBDIVISION; thence S00°22'55"W along said lot 290.57 feet to the North line of Clark Lane; thence S81°31'22"W along said street 150.00 feet; thence S00°22'55"W 16.02 feet; thence S79°54'11"W 176.01 feet; thence S79°54'11"W 75.76 feet; thence N02°00'00"W 246.98 feet; thence N28°00'00"W 168.88 feet; thence N11°00'00"W 164.18 feet to the Section line; thence S89°22'34"E along the Section line 260.51 feet to the point of beginning.

Attachment A (Cont.)

Project Area Legal Description and Graphic Depiction



**Attachment B**

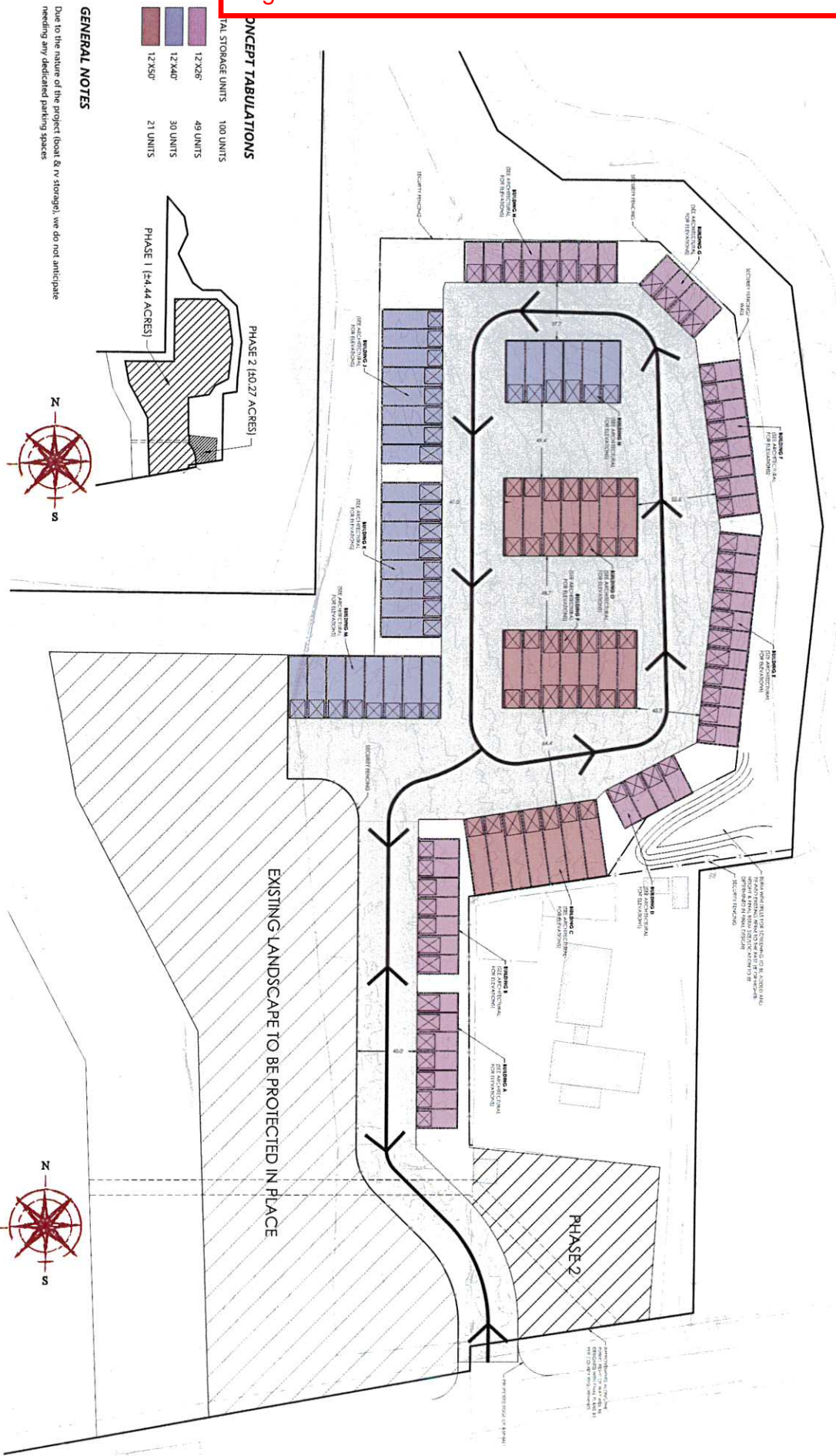
Proposed Site Layout

[On Following Page]



LAS AMERICAS EDEN BOAT & RV STORAGE PH. 1 conceptual site plan

EDEN, WEBER COUNTY  
6/17/2020  
19-0205



CONCEPT TABULATIONS

TOTAL STORAGE UNITS	180 UNITS
12'X26'	49 UNITS
12'X40'	30 UNITS
12'X50'	21 UNITS

GENERAL NOTES

Due to the nature of the project (boat & rv storage), we do not anticipate needing any dedicated parking spaces



Note: This plan is for illustrative purposes only. Boundaries may be based on recent information through public GIS data. It is recommended that a professional survey be conducted to determine actual boundary size and dimensions, as well as other potential boundary conflicts.



**Attachment C**

Design and Materials Palette

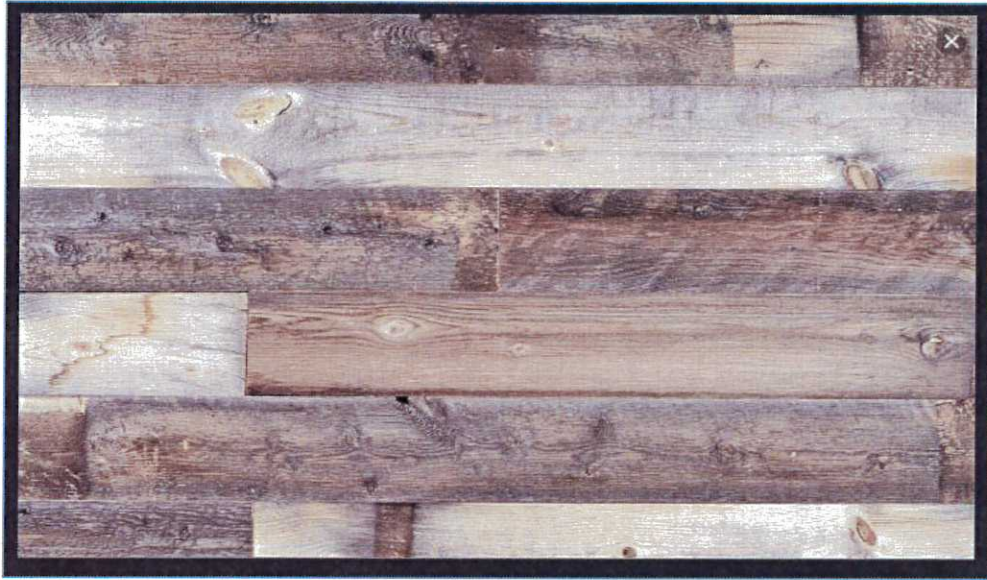


Architectural design elements of each building shall reflect the elements in these images. The use of trim to create the z-bar effect or x-bar effect as shown on the doors in these images shall be used on the doors of the storage units. Projected overhanging eaves on roof-gables shall be constructed, and four-cornered cupolas shall be constructed along the top gable of horizontal rooflines that are 25 feet or greater. Horizontal lines shall be broken every 25 feet with stylistic, architectural, and/or material differences to provide visual diversity for the exterior of buildings.



**Attachment C (Cont.)**

Design and Materials Palette



Siding of each building shall be five (5) inch reclaimed solid wood wall paneling. Substitute material of similar visual quality, as determined by the Weber County Planning Division Director, may be used.



Eight (8) foot wall for visual screening shall be precast and textured as shown in the image, with vertical columns every eight feet. The top of each column shall have a cap. The top of the wall shall have a border. The wall shall be a muted earth-toned color, as defined by Weber County Code. Substitute material of similar visual quality, as determined by the Weber County Planning Division Director, may be used.