

Summary

This item is an applicant-driven request to amend the zoning map from A-1 to R-1-10 on 19.47 acres. The rezone, if approved, will result in the owner platting a 58 lot subdivision near plain city limits.





Plain City

Proposed zoning on 19.47 acres is R-1-10

Farr West

A-1

A-1

A-2

3250 W ST

3000 W ST

3150 W ST

3050 W ST

2700 W ST

2600 W ST

2550 W ST

2550 W ST

Policy Analysis

Concept Plan

The concept site plan that was provided with this application is below.



Zoning

The proposed concept plan shows each lot meeting the zoning minimum area of 10,000 square feet and a zoning minimum frontage of 80 feet of lot width along public roads.

Public Roads and Trails

The site is required to connect to the roads and trails within the Nilson Homes subdivision directly to the south. There will be a 10 foot paved pathway along the west side of the development, heading north onto Plain City Road, with trees proposed to be located within the front yards of the subdivision lots. By providing street trees, and a 10 foot pathway, with sidewalk along the other roads in the subdivision, this development will transition into the Nilson Homes development, and appear to be the same or similar type residential subdivision.

This plan also shows a small park in the middle of this subdivision, as well as public road connections to the east and west.

Water and Sewer Feasibility

The applicant plans to connect to Central Weber Sewer for sewer connections and Bona Vista Water for culinary water needs. The project will tie into the Weber-Box Elder Conservation District for secondary water. Water, secondary water, and sewer considerations will be reviewed in greater detail as subdivision plats are submitted, if the rezone is approved. The applicant has provided general feasibility letters from these providers.

General Plan

The Future Land Use Map of the West Central Weber County General Plan indicates that this area should be annexed into Plain City. The Planning Division is recommending that this rezone, if approved, be tied to a development agreement which specifies that the owners of property (current and future) will not protest annexation into Plain City. This will allow Plain City to annex the property at the time they so choose.

Currently, Plain City's zoning that is adjacent to this property is RE-15 and RE-20 (15,000 square foot and 20,000 square foot lot sizes). The proposed zoning of R-1-10 is not considered too-incompatible with the surrounding neighborhood. The R-1-10 will allow diversity in lot sizes in this area, while still maintaining the single family presence.

County Rezoning Procedure

The land use code lists the following as considerations when the County 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 County Commission approve the proposed rezone of approximately 19.47 acres from A-1 to R-1-10, File #ZMA 2021-10, with a development agreement as proposed. Approval of this proposal may come with the following findings:

1. The proposal is not in conflict with the West Central Weber General Plan.
2. The development is not detrimental to the overall health, safety, and welfare of the community.

Exhibits

- Exhibit A: Staff Report presented to the Planning Commission
- Exhibit B: Draft Development Agreement
- Exhibit C: Draft Rezone Ordinance





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- 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 recommendation to the County Commission to approve the proposed rezone of approximately 19.47 acres from A-1 to R-1-10, File #ZMA 2021-10. This approval is based on the following conditions:

1. Prior to consideration by the County Commission, the owner will enter into a development agreement with the County, that development agreement showing an agreed upon public street and trail connection to the subdivision to the south. The development agreement will also include a statement that prohibits property owners from protesting annexation into Plain City at any point in the future.

This recommendation may come with the following findings:

1. The proposal is not in conflict with the West Central Weber General Plan.
2. The development is not detrimental to the overall health, safety, and welfare of the community.

Exhibits

- Exhibit A: Project Narrative
- Exhibit B: Concept site plan
- Exhibit C: Water and Sewer Feasibility Letters

Weber Vista Subdivision Zoning Map Amendment Request Narrative

We are requesting a Zoning Map Amendment for our property near 2851 W 3100 N in unincorporated Weber County. This includes two parcels and approximately 19.47 AC. We are requesting a change from A-1 to R-1-10. This is consistent with adjacent development. This property abuts to the south, a larger mixed-use development, known as JDC Ranches, being done by Nilson Homes. We have designed it, essentially, as an extension of that project with consistent densities and connectivity from their project through ours, to North Plain City Road. (Nilson's latest drawings don't show the connection point where we do, on the west side of our project, but they have indicated, that, in concept, they would be willing to move their main road to match.) This property is currently not on a public street, but will have access to the North through a contiguous parcel in Plain City (which is also ours), the JDC property to South, and West Park Village Phase II to the West.

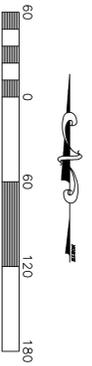
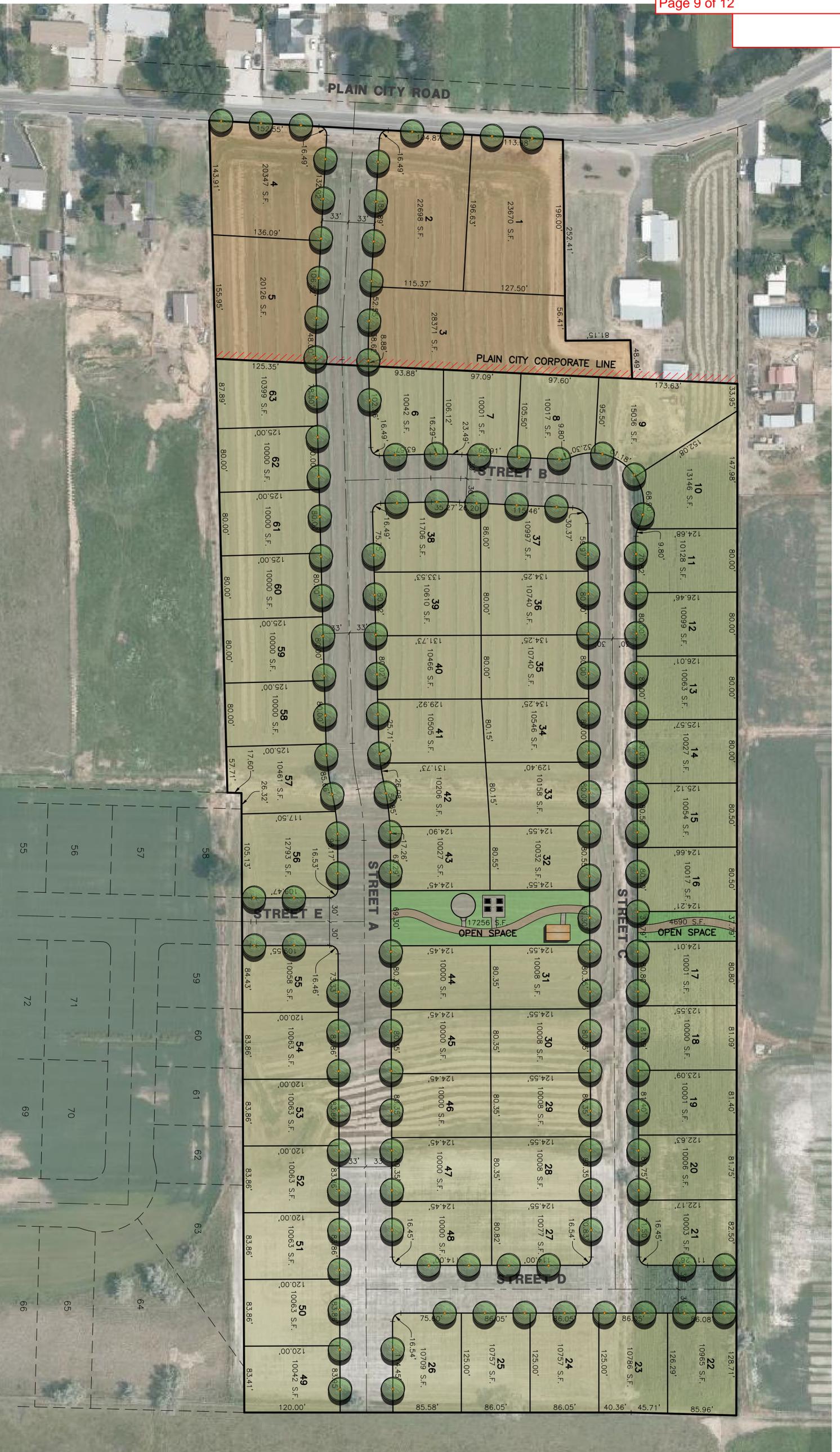
We have will-serve letters from Bona Vista and Pineview for water. As far as sewer, we are planning on connecting to Central Weber Sewer. They have indicated that they have sufficient capacity, but they cannot provide a will-serve letter until our petition is approved with the Central Weber Board (scheduled for Dec 20). Kevin Hall indicated that he had discussed this with Rick Grover.

Please feel free to reach out to me directly with any questions.

Brad Brown

(801)309-0399

brad@stewardland.com



Williams/Fox Properties

Plain City, Weber County, Utah

DEVELOPER:
Colliers International
Sky Hazlehurst
1708 East 5550 South
South Ogden, UT. 74405
(801) 837-2020

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 S. 1500 W., RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

Revised: 02/01/22

Sheet	1
Sheets	1

Project Info:
Engineer: Reeve
Planner: C. Cove
Designer: E. Roche
Date: 11-16-21
Name: WILLIAMS/FOX PROPERTIES
Number: 7152-14

Williams/Fox Properties

PART OF THE NE 1/4 OF SECTION 27, T.7N., R.2W., S.1B & M., U.S. SURVEY
PLAIN CITY, WEBER COUNTY, UTAH

Concept Plan

REVISIONS	
DATE	DESCRIPTION

Reeve & Associates, Inc.

5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
TEL: (801) 821-3100 FAX: (801) 621-2666 www.reeve-assoc.com

LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

From: [Kevin Hall](#)
To: [Grover,Rick](#)
Cc: [Ewert,Charles](#); [Bradley Brown](#)
Subject: RE: Weber County Feasibility Letter
Date: Wednesday, December 15, 2021 3:11:00 PM
Attachments: [image001.png](#)

Hello Rick:

In response to the request below, Mr. Brown's has requested service from Central Weber Sewer Improvement District for the Weber Vista subdivision. A current petition to annex the property is under consideration by the CWSID board of trustees. We anticipate a decision on December 20, 2021. This area is outside of the area that CWSID has planned to service, and so we are waiting the Board's decision before providing a will serve letter. If the board acts to annex the area of the Weber Vista Subdivision, then the District will provide the service in a similar manner to other areas serviced by the CWSID in the unincorporated portions of Weber County. A will serve letter can be provided at that time, which will specify additional details.

Thank you,
Kevin Hall
Central Weber Sewer Improvement District

From: Bradley Brown <Brad@stewardland.com>
Sent: Wednesday, December 15, 2021 2:35 PM
To: Kevin Hall <kevinh@centralweber.com>
Cc: Grover,Rick <rgrover@co.weber.ut.us>; Ewert,Charles <cewert@co.weber.ut.us>
Subject: Weber County Feasibility Letter

Kevin,

I spoke with Rick just now, and he is aware of the situation. He told me to ask you if you would write a simple letter saying that that Central Weber would be willing to serve our property **IF** everything gets approved by the board.



Brad Brown Managing Partner
1708 E. 5550 S. STE 18 Ogden, UT 84403
O: 801.590.0980 M: 801.309.0399
StewardDev.com



Bona Vista Water District

2020 West 1300 North, Farr West, Utah 84404

Phone (801) 621-0474 Fax (801) 621-0475

Exhibit A
Staff Report Presented to Planning Commission
Page 11 of 12

November 8, 2021

To Whom it May Concern:

RE: **AVAILABILITY LETTER** – Fox Subdivision

The development is located at approximately 2855 West North Plain City Rd in Plain City consisting of 60-70 lots.

This letter is **ONLY** to state that the above named project is in the boundaries of the Bona Vista Water Improvement District and water will **ONLY** be available under the following conditions:

- The property is annexed into the District, if necessary.
- The subdivision utility plan is reviewed and approved by the District.
- Review fees are paid to the District.
- Proof of Secondary Water is provided to the District.

The non-refundable fee for the plan review is \$450 plus \$75 per lot and includes running one fire flow model. We consider this fee to be minimal and is only to cover the cost of review by the District administration, inspectors, and the District Engineer. If additional models are requested, supplementary fees will be required. Only the phase in consideration is guaranteed service, and the plan review is good only for a period of one year from the date of the will serve letter, if not constructed.

Furthermore, the District's responsibility is to provide flow and pressure to the development. The Developer and his Engineer are responsible to provide proper flow and pressure throughout the development. This may require some over-sizing within the development, as determined by the District.

This letter is the first of two letters that will be issued for this development. Following the acceptance of the above conditions the District will issue the "Will Serve" letter.

This subdivision, like all other subdivisions, must have a secondary water system for all outside irrigation usage. Prior to the District accepting connection fees, the owner or developer must furnish proof of secondary. If you have any questions please call 801-621-0474, ext 207.

Sincerely,

Matt Fox
Assistant Manager

Board of Directors

Scott VanLeeuwen, Chairman – Marriott/Slaterville
Michelle Tait, Vice Chairwoman - Harrisville
Z. Lee Dickemore – Farr West
Jon Beesley – Plain City
Ronald Stratford – Unincorporated Area

Management

Blake Carlin, Manager
Matt Fox, Assistant Manager
Marcie Doolan, Office Manager



December 15, 2021

Plain City Planning
Re: Williams/Fox Project

To Whom It May Concern:

We have reviewed the plans for Williams/Fox Project, this property is not currently part of the secondary water district. The owner of this property will need to complete inclusion requirements and provide water to bring the property into the water district. We will service this development after the inclusion requirements have been met.

Please contact me with any questions or concerns.

Sincerely,

Charlett W. Dean
Connections & Assessment
801-622-4342

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

and

WEBER VISTA SUBDIVISION, LLC,

List of Attachments

Attachment A: Project Area Legal Description and Graphic Depiction

Table of Contents

DEVELOPMENT AGREEMENT 3

RECITALS 3

AGREEMENT 3

 1. Effective Date, Expiration, Termination. 3

 2. Definitions and Interpretation. 4

 3. Omitted

 4. Project Description. 5

 5. Project Location and Illustration. 5

 6. Vesting. 5

 7. Development Standards..... 6

 8. Amendments and Revisions..... 6

 9. Omitted.

 10. Omitted.

 11. General Provisions..... 7

 12. Notices. 7

 13. Default and Remedies..... 8

 14. Entire Agreement. 9

 15. Counterparts. 9

SIGNATORIES 10

Attachment A 13

Attachment A (Cont.) 14

DEVELOPMENT AGREEMENT

Weber Vista

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and WEBER VISTA SUBDIVISION, LLC and DSM LAND LLC ("Developer"), known together herein as the "Parties."

RECITALS

WHEREAS, The Developer desires and intends to develop a residential subdivision (the "Project") in the unincorporated area of Western Weber County. Key components of the Project include approximately fifty-eight (58) detached single-family residential dwellings;

WHEREAS, The Developer's objective is to develop approximately fifty-eight (58) single family lots that complement the character of the community and is financially successful;

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

WHEREAS, The Project is currently zoned A-1 and Developer desires to rezone the Project to the R-1-10 zone consistent with the terms and provisions contained herein; and

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

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

AGREEMENT

1. Effective Date, Expiration, Termination.

- 1.1. **Effective Date.** The Effective Date of this Agreement is the 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. After the expiration of this agreement, the development and use restrictions of Section 7 herein shall prevail as legislatively adopted land use restrictions. Typical legislative action shall be required to make changes thereto.
- 1.3. **Termination.** This Agreement may be terminated by mutual written agreement of the Parties to this Agreement. This Agreement automatically terminates, without notice, in the following circumstances:
 - 1.3.1. The term of this Agreement expires;
 - 1.3.2. The Project is abandoned or the use is discontinued, as provided for by Weber County

Code Chapter 108-12; or

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

2. Definitions and Interpretation. For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have 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. **Adjacent Property.** "Adjacent Property" means that existing subdivisions located to the South and West of the Project.
- 2.2. **Agreement.** "Agreement" means this Development Agreement between County and Developer, approved by the Board of County Commissioners, and executed by the undersigned.
- 2.3. **Association.** "Association" shall have the meaning given to such term in Utah Code Ann. §57-8a-102(2).
- 2.4. **County.** "County" means Weber County, Utah.
- 2.5. **Developer.** "Developer" means Weber Vista Subdivision, LLC and DSM Land LLC, or its Assignees as provided in Section 11 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; pandemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to the Project caused by third Parties; riot or similar civil disturbance or commotion; material or supply delay; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of a governmental or judicial authority.
- 2.8. **Parties.** "Parties" means the Developer and the County.
- 2.9. **Project.** "Project" means The Basin subdivision as set forth in the Attachment B 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 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.

3. Additional Requirements of Developer.

- 3.1. Developer shall agree to sign a document waiving the right to protest future annexation into Plain City. Said document shall be recorded on the deed and recorded at the same time of this development agreement.
- 3.2. Developer shall coordinate location and profiles of roads within Project with Adjacent Property.
- 3.3. Developer shall endeavor to match the “look and feel” of Adjacent Property including placement and type of trees along roads as well as sidewalk type and profile.
- 3.4. Project shall include a 10’ asphalt trail along the specified road that connects with and is similar to the trail system of the Adjacent Property as shown in Attachment B.
- 3.5. Project shall include Open Space, as shown in Attachment B, that shall be maintained by an HOA.
- 3.6. Project shall connect to adjacent development to the south as shown in Attachment C

4. Project Description.

A subdivision consistent with the R-1-10 zoning, consisting of approximately fifty-eight (58) detached single-family residential lots.

5. Project Location and Illustration.

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

6. Vesting.

- 6.1. To the maximum extent permitted under the laws of the County, the State of Utah, and the United States, the Parties hereto intend that this Agreement grants to Developer the right to develop and use the Project, as outlined in and subject to the requirements set forth in this Agreement, without modification or interference by the County (collectively, the “Vested Rights”). The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity. The Parties specifically intend that this Agreement grants to Developer “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann.
- 6.2. Neither the County nor any department or agency of the County shall impose upon the Project (whether by initiative, or other means) any ordinance, resolution, rule, regulation, standard, directive, condition or other measure (each a “New Law”) that reduces or impacts the development rights provided by this Agreement or the Vested Rights. Without limiting the generality of the foregoing, any New Law shall be deemed to conflict with this Agreement and / or the Vested Rights if it would accomplish any of the following results in a manner inconsistent with or more restrictive than applicable law, either by specific reference to the Project or as part of a general enactment that applies to or affects the Project: (i) change any land uses or permitted uses of the Project; (ii) limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner so long as all applicable requirements of this Agreement, and the applicable zoning ordinance are satisfied; or (iii) apply to the Project any New Law otherwise allowed by this Agreement that is not uniformly applied on a County-wide basis to all substantially similar types of development projects and

project sites with similar zoning designations. Notwithstanding the foregoing, if Developer considers any New Law to be beneficial to the Project, this section does not require Developer to comply with the superseded ordinance, but rather in such cases, Developer may with County approval, which approval may not be unreasonably withheld, conditioned, or delayed, elect to request that the New Law apply to the Project.

- 6.3.** The Developer acknowledges that the County is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the County all of its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation of the police powers, such legislation shall not modify the Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 17-27a-509.5 of the County Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. County of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under State or Federal laws.
- 6.4.** The parties mutually acknowledge that any use lawfully established under vested laws and this Agreement replaces and supersedes any previously approved development agreements pertaining to or recorded against the Property and Project including.

7. Development and Use Restrictions.

- 7.1. Use of Property.** The use of the Project shall be limited to any lawful use allowed within the R-1-10 zone.

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 R-1-10 zone, and are routine and uncontested.

9. OMITTED

10. OMITTED

11. General Provisions.

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

12. Notices.

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

If to the County:

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

With copies to:

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

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

If to Developer:

Weber Vista Subdivision, LLC
1708 E 5550 S, STE 18
South Ogden, UT 84403

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

13. Default and Remedies.

- 13.1. Failure to Perform Period.** No Party shall be in default under this Agreement unless it has failed to perform as required under this Agreement for a period of thirty (30) days after written notice of default from the other Party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure of the alleged default.
- 13.2. Remedies.** The Developer's failure to comply with this agreement constitutes a violation of the Land Use Code of Weber County, and is subject to the enforcement provisions and remedies thereof. In addition, the County may withhold any permits from the Project.
- 13.3. Dispute Resolution Process.**
- 13.3.1. Conference.** In the event of any dispute relating to this Agreement, the Parties, upon the request of either Party, shall meet within seven (7) calendar days to confer and seek to resolve the dispute ("Conference"). The Conference shall be attended by the following parties: (a) the County shall send department director(s) and County employees and contractors with information relating to the dispute, and (b) Developer shall send Developer's representative and any consultant(s) with technical information or expertise related to the dispute. The Parties shall, in good faith, endeavor to resolve their disputes through the Conference.

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

14. Entire Agreement.

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

15. Counterparts.

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

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

(Signatures on following pages)

SIGNATORIES

“County”

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

By: _____

Scott K. Jenkins
Chair, Weber County Commission

DATE: _____

ATTEST: _____

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

Attachment A

Project Area Legal Description and Graphic Depiction

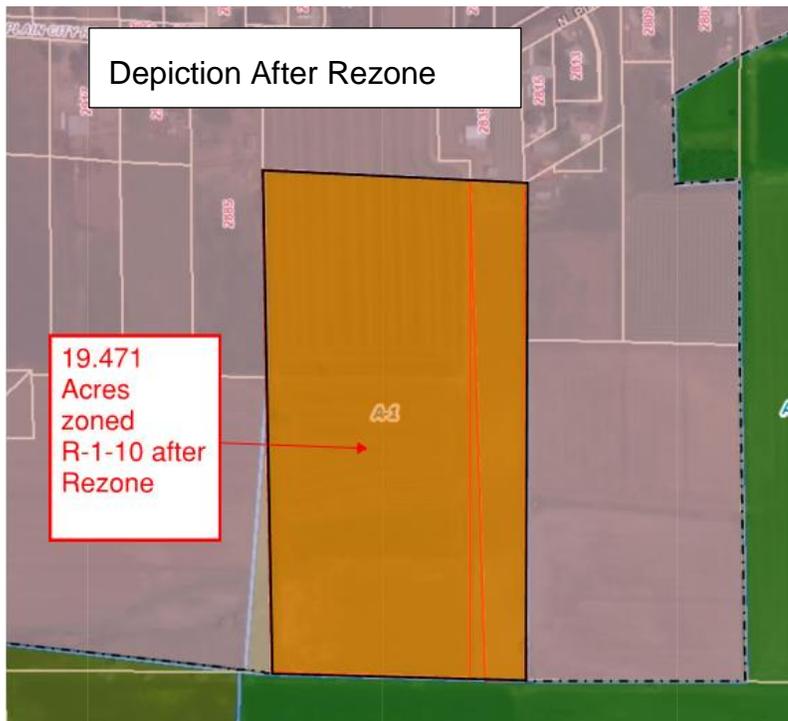
PARCEL NUMBERS: 19-020-0014 & 19-020-0010

A PARCEL OF LAND, LOCATED IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL ALSO LOCATED IN WEBER COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST-WEST QUARTER SECTION LINE, SAID POINT BEING NORTH 88°32'44" WEST 880.33 FROM THE EAST QUARTER CORNER ALONG THE SECTION LINE OF SAID SECTION 27 AND RUNNING THENCE: NORTH 88°32'44" WEST 649.67 FEET; THENCE NORTH 00°05'44" WEST 1292.00 FEET, MORE OR LESS TO THE PLAIN CITY CORPORATE LIMIT LINE; THENCE SOUTH 85°47'44" EAST 681.84 FEET; THENCE SOUTH 01°17'32" WEST 1258.82 FEET TO THE POINT OF BEGINNING.

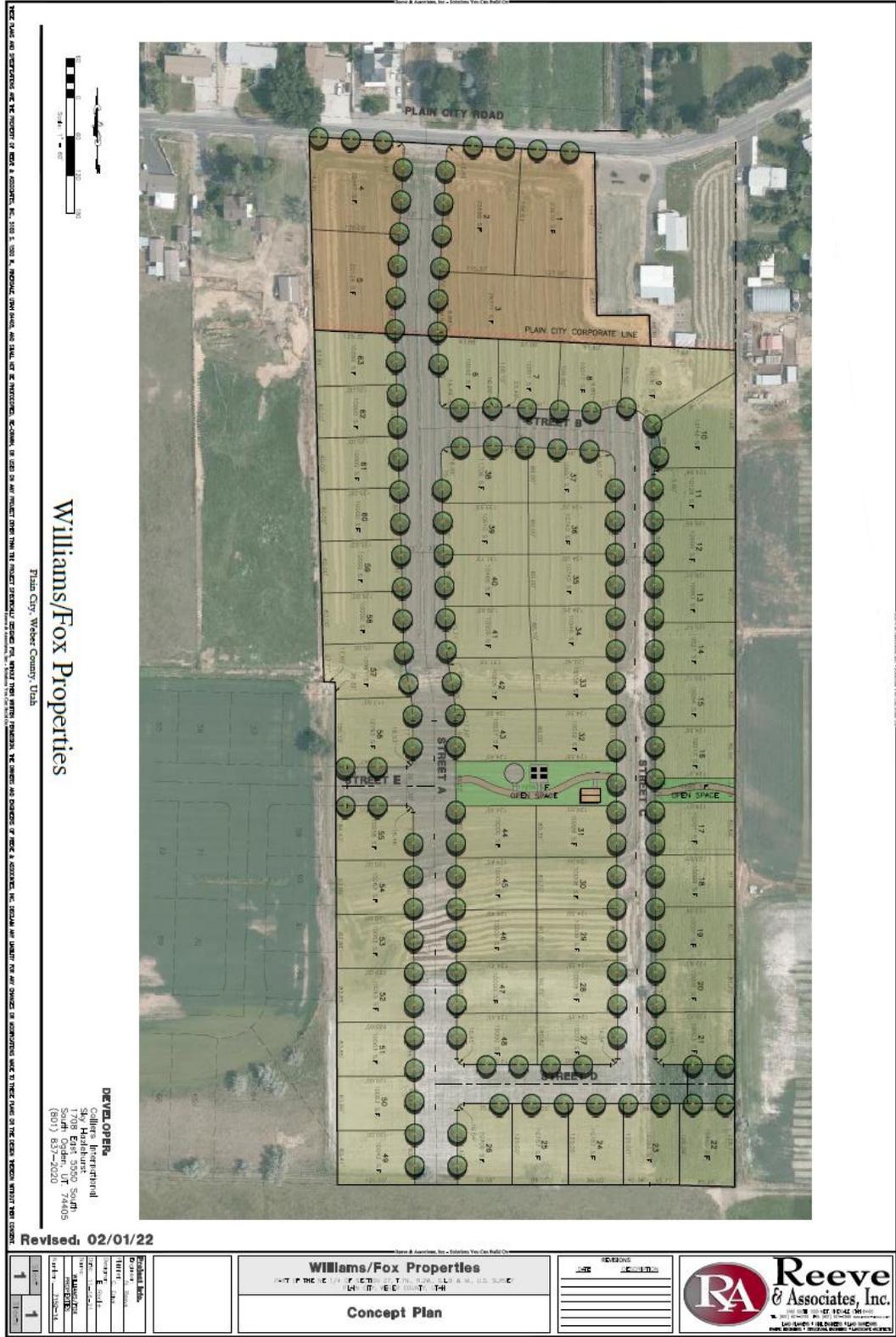
CONTAINS: 848,136 SQUARE FEET OR 19.471 ACRES.

Attachment A (Cont.)

Project Area Legal Description and Graphic Depiction



Attachment B
 Preliminary Plan



Attachment C
 Connection to Adjacent Development



ORDINANCE NUMBER 2022-_____

AN ORDINANCE AMENDING THE WEBER COUNTY ZONING MAP FROM A-1 TO R-1-10 ON APPROXIMATELY 19.47 ACRES

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 **Weber Vista Subdivision, LLC** and **DSM Land LLC**, to amend the zoning designation from A-1 to R-1-10; and

WHEREAS, the Weber County Board of Commissioners, Weber Vista Subdivision, LLC and DSM Land LLC, mutually agree to change the zoning designation from A-1 to R-1-10; and

WHEREAS, the Weber County Board of Commissioners, Weber Vista Subdivision, LLC, and DSM Land LLC mutually agree to execute a development agreement that specifies, establishes a concept plan of the subject property; and

WHEREAS, on February 8, 2022 the Western Weber 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 change the zoning designation, as more precisely described in the attached exhibits, from the A-1 zone to the R-1-10 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 Weber Vista Subdivision, DSM Land 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

Weber Vista Subdivision, LLC and DSM Land LLC from A-1 Zone to R-1-10 Zone

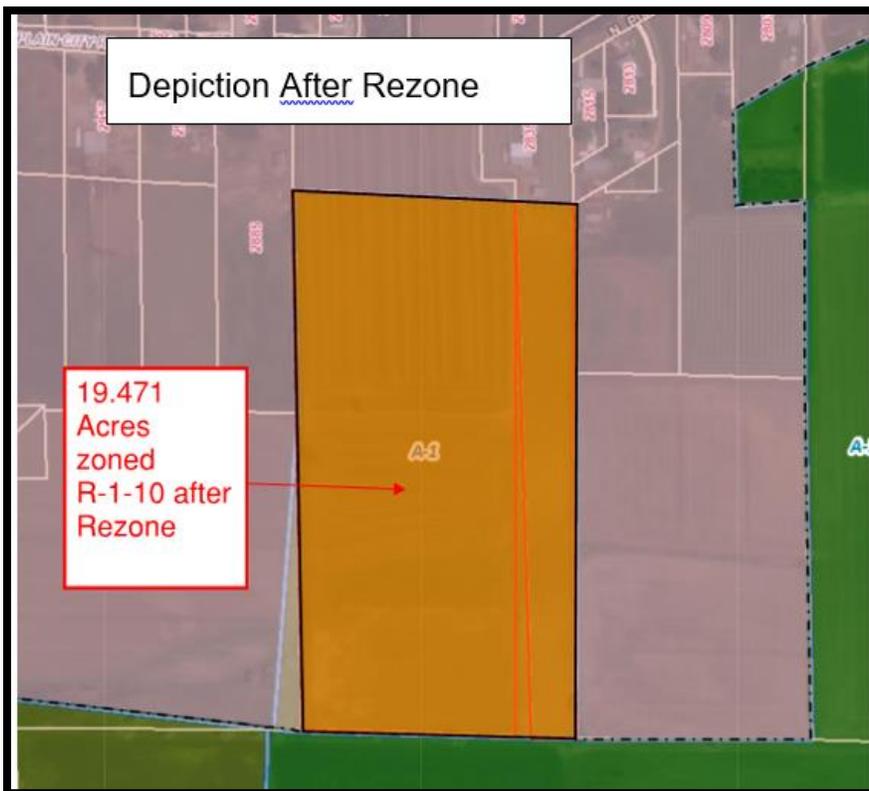


Exhibit B

Written Description

A PARCEL OF LAND, LOCATED IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL ALSO LOCATED IN WEBER COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST-WEST QUARTER SECTION LINE, SAID POINT BEING NORTH 88°32'44" WEST 880.33 FROM THE EAST QUARTER CORNER ALONG THE SECTION LINE OF SAID SECTION 27 AND RUNNING THENCE: NORTH 88°32'44" WEST 649.67 FEET; THENCE NORTH 00°05'44" WEST 1292.00 FEET, MORE OR LESS TO THE PLAIN CITY CORPORATE LIMIT LINE; THENCE SOUTH 85°47'44" EAST 681.84 FEET; THENCE SOUTH 01°17'32" WEST 1258.82 FEET TO THE POINT OF BEGINNING. CONTAINS: 848,136 SQUARE FEET OR 19.471 ACRES.