



Staff Report to the Weber County Commission

Weber County Planning Division

Synopsis

Application Information

Agenda Item: ZMA 2023-16 Black Pine (Hancock) – PUBLIC HEARING - Discussion and possible action on a request for approval of a zoning map amendment and development agreement to rezone 19.43 acres of property located at approximately 5900 W 900 S, Ogden from A-2 (Agricultural) to M-T (Manufacturing and Technology).

Application Type: Legislative

Agenda Date: Tuesday, December 19, 2023

Applicant: Daniel Stephens – Black Pine Group

File Number: ZMA 2023-16

Property Information

Approximate Address: 5900 W 900 S, Ogden

Current Zoning: A-2

Existing Land Use: Vacant, agricultural

Proposed Land Use: Manufacturing/Technology

Parcel Numbers: 15-053-0016 and 15-053-0033

Adjacent Land Use

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

Adjacent Land Use

Report Presenter: William Cobabe
bcobabe@webercountyutah.gov
 801-399-8772

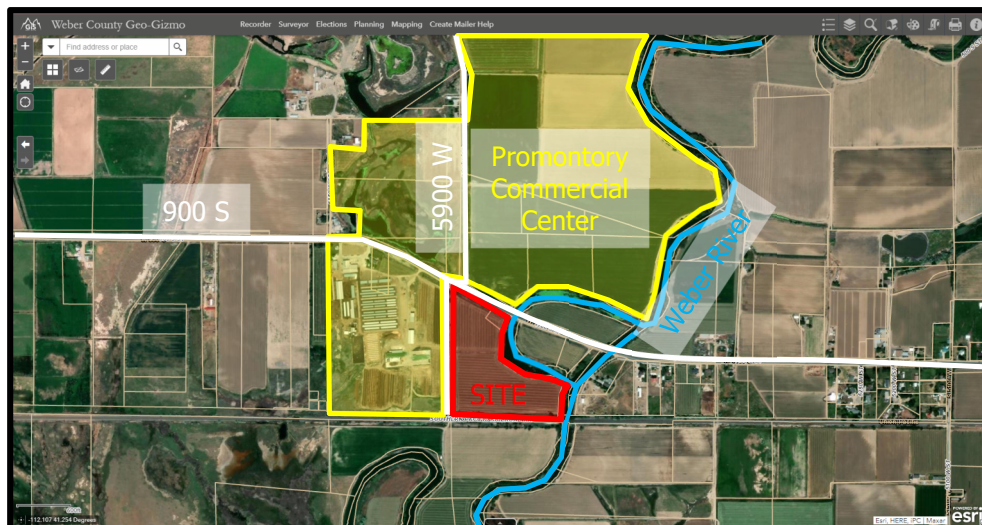
Report Reviewer: CE

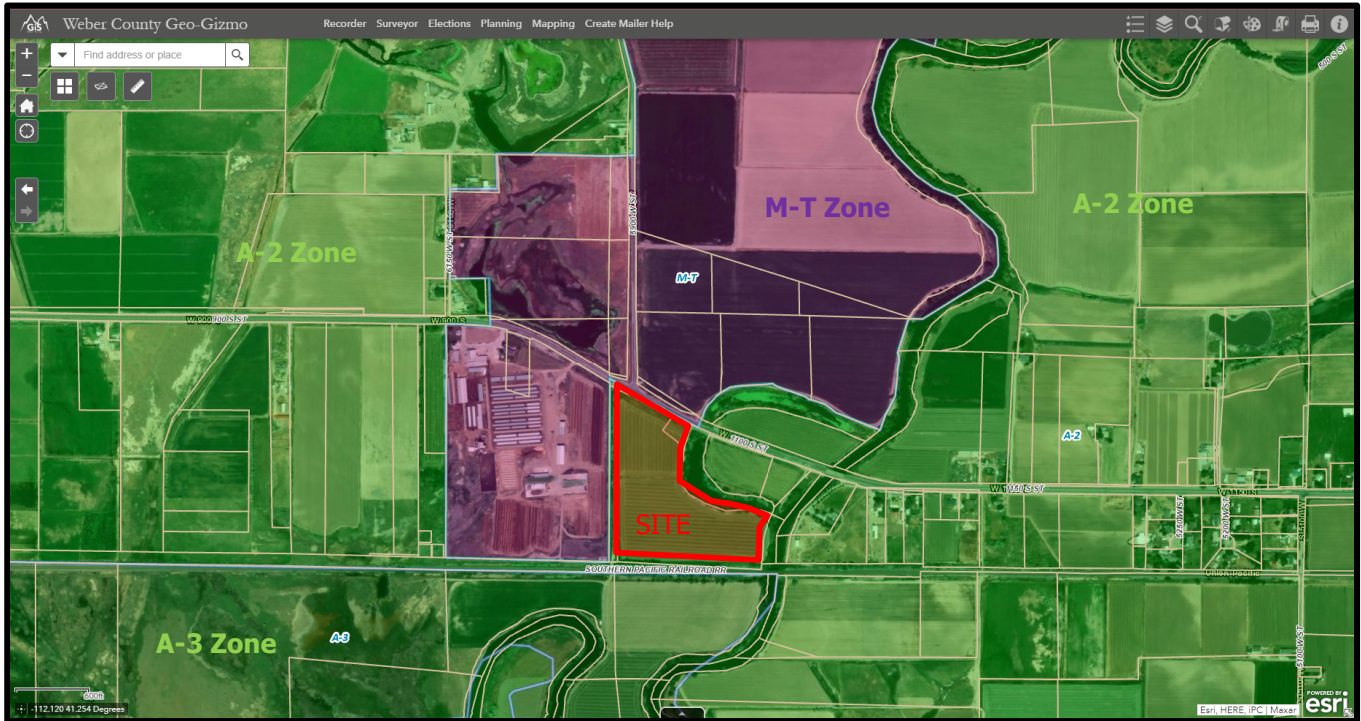
Summary

On September 27, 2023 the application was accepted for review. On December 5, 2023, the applicant met with the Weber County Commission in work session, and on December 12th the Western Weber Planning Commission held a public hearing to discuss the application. Prior to submitting the application, the applicant met with the Planning Division staff to discuss the public street and trail layout, and to discuss the potential for land dedication to the Fire District. This report contains an analysis of the proposal as it relates to the Weber County codes.

Area Map

The following images show the subject properties on the existing area map and on the current zoning map.





Policy Analysis

Section 102-5-6 of the Land Use Code provides direction regarding the duties of the County Commission when taking action on legislative items such as rezones:

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 Planning Commission and County Commission are encouraged to consider the following factors, among other factors they deem relevant:

Each of the following sections is the staff's analysis of relevant factors when considering a rezone request. The following sections provide information to help the Planning Commission evaluate the request. Each subsequent section will be titled, County Rezoning Procedure (with its relevant factor).

County Rezoning Procedure (a)

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

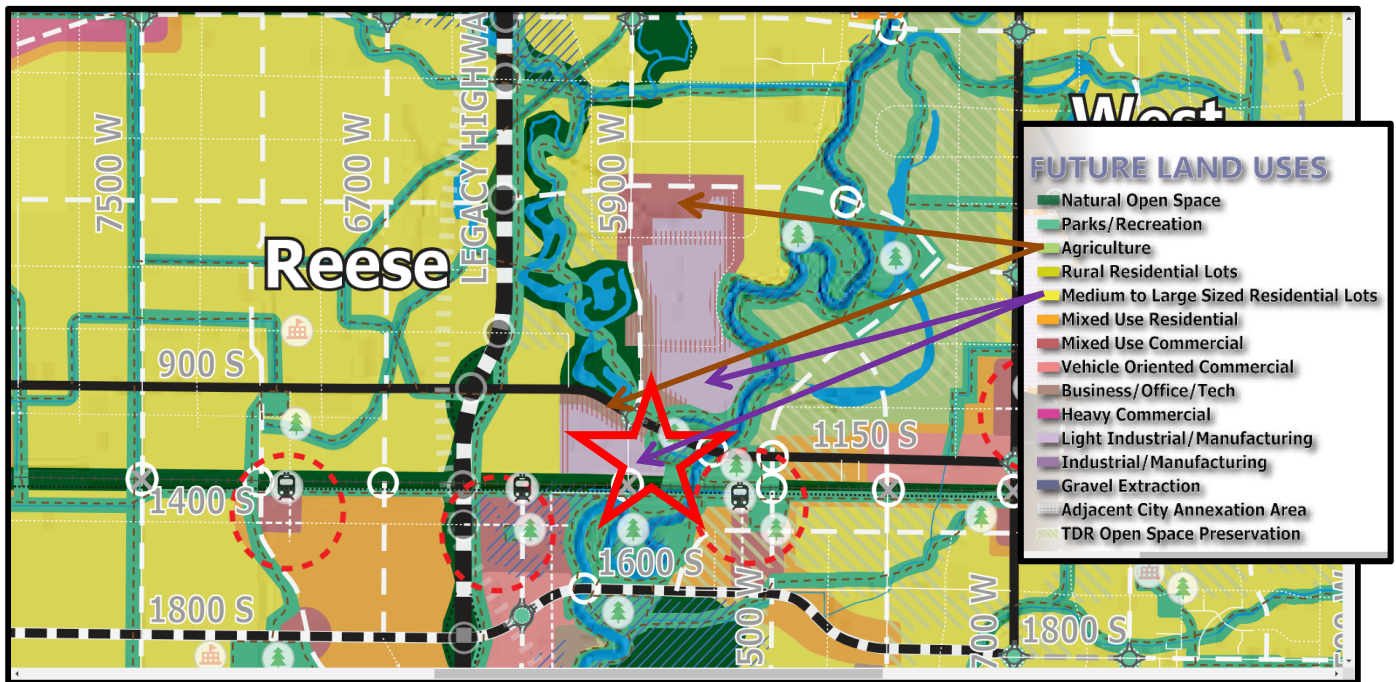
Western Weber General Plan: Below is an image of the property shown on the Future Land Use Map of the Western Weber General Plan. This map indicates that the property is indicated as areas allowing for Light Industrial/Manufacturing and Business/Office/Tech. The General Plan, page 58, states the following regarding these land use types:

GOAL 3 – BUSINESS, TECH, & INDUSTRY: As part of the County's economic growth strategy, the County will pursue options to bring basic sector jobs to the area. In appropriate locations, Weber County will strive to attract a diversity of basic sector jobs, including tech, innovation jobs, industrial, and manufacturing jobs.

Further, the General Plan goes on to explain that:

Land Use Action Item 3.1.2: Provide adequate locations for an office or tech park. As provided in Land Use Action Item 2.4.2, because of the quiet nature of an office or tech park, this use can buffer heavier commercial or industrial uses from residential or mixed-use village areas.

The proposed development of this property appears to comply with the spirit of the General Plan, providing for a transition from light manufacturing, office, and technology uses to lower density agricultural and residential lots.



County Rezoning Procedure (b)

b. Whether the proposed amendment is compatible with the overall character of existing development in the vicinity of the subject property.

The purpose and intent of the M-T zone is listed in 104-21-1 as follows:

The purpose of the Manufacturing and Technology (M-T) District is to provide for and encourage the development of well-planned and designed technological and manufacturing parks. These areas are characterized by uses such as research, development, manufacturing, fabrication, processing, storage, warehousing and wholesale distribution. These areas are to be located in proximity to adequate transportation facilities and infrastructure so that the needs of these users may be met in an efficient manner with consideration to adjoining uses.

The surrounding area consists mainly of undeveloped and/or agriculture or residential lots. The proposed zoning map amendment would allow for some light manufacturing, employment-based development in technology or research-type uses. Limited in scope, these uses are not incompatible with the surrounding existing uses.

County Rezoning Procedure (c)

c. The extent to which the proposed amendment may adversely affect adjacent property.

The permitted and conditional uses listed in the M-T zone are primarily light manufacturing, indoor storage, and research and technology uses that are not expected to adversely impact adjacent properties. There are currently processes and ordinances that landowners in this area are required to follow during the county’s subdivision review and design review process for development of this land. The subdivision and design review process are intended to help mitigate adverse impacts of the allowed uses in each zone. The development will also be subject to a development agreement which will govern the layout, construction and design, and final uses of the project as well.

County Rezoning Procedure (d)

- d. Whether the proposed rezone can be developed in a manner that will not substantially degrade natural/ecological resources or sensitive lands.*

The subject properties are not located within any mapped sensitive lands, as defined by county code. There are no wetlands, geologic hazards, or floodplain mapped on the property. The development will only take place outside of the river protection buffer agreed upon in the existing Development Agreement for the Promontory Commerce Center, adjacent to this property and developed to the north along the Weber River.

County Rezoning Procedure (e)

- e. Whether proposed traffic mitigation plans will prevent transportation corridors from diminishing below an acceptable level of service.*

Staff has not requested traffic mitigation plans at this point. The possible addition of 20 acres of manufacturing uses may have a significant impact on the existing public streets in the area. However, it is expected that the impact fees paid by the builders of new dwellings will help keep the existing streets at an acceptable level of service. If the Planning Commission and County Commission would like a traffic mitigation plan, it is recommended to request one before making a decision on the rezone.

County Rezoning Procedure (f)

- e. 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, storm water drainage systems, water supplies, wastewater, and refuse collection.*

During the subdivision review process, the developer will be required to upgrade certain roadway infrastructure as a result of the increased impact to public streets in the area. Planning staff have not requested a traffic mitigation plan or traffic study. The Planning Commission and County Commission may request that information before making a decision on the proposed rezone.

Staff has not reached out to police, schools, and refuse collection to determine if adequate services exist for this rezone, however, the Planning Commission and County Commission may wish to consult these service providers if they feel it is warranted. The Developer has agreed to dedicate a portion of the land for the future construction of a Fire District station at this location.

Planning Commission Recommendation

On 12 Dec 2023, the Western Weber Planning Commission met in public meeting and held a public hearing to consider the proposed zoning map amendment. By a unanimous vote, the Planning Commission voted to recommend approval of the requested zoning map amendment application, based on the following:

1. The proposal implements certain goals and policies of the West Central Weber General Plan.
2. The development is not detrimental to the overall health, safety, and welfare of the community.

And with the following stipulation:

1. The Applicant will continue to work with Staff to prepare a Development Agreement, amending the existing Promontory Commerce Center Development Agreement and providing for the dedication of land to the Fire District.

Staff Response: The developer has provided an amendment to the Development Agreement already governing the larger Promontory Commerce Center development (see Attachment B).

Attachments

Attachment A – Application Narrative

Attachment B – Proposed Amended Development Agreement

Attachment C – Adopting Ordinance



SEPTEMBER 2023

Weber County Rezone Application

Hancock & Rafter K Parcels

Daniel Stephens

BlackPine

daniel@theblackpinegroup.com

Project Narrative

On August 16, 2022, the Weber County Commissioners approved a new Western Weber General Plan with considerable thought and foresight focused on community and economic growth to support the needs of Western Weber County. As part of the future vision of the Western Weber General Plan, the Planning Commission and Commissioners identified a 380+ acre area on 12th Street and 5900 W (currently known as the Wadeland Farm & Dairy and surrounding parcels) as a key contributor to the economic growth and employment for Weber County. Since that time, the County has begun to enact its vision by approving the rezoning of the majority of this area to the Manufacturing and Technology (M-T) land use. This application is requesting that 2 additional parcels (~20 acres), within this area, be rezoned to the same M-T land use.

How is the change in compliance with the General Plan?

BlackPine and Gardner are seeking to rezone the subject land from its current agricultural use to the Manufacturing and Tech (M-T) land use. This proposed change is in line with the land uses proposed for these parcels in the recently adopted West Weber General Plan. The proposed zoning change will greatly assist the County in achieving Land Use Goal 3 of the General Plan. The goal is as follows:

“Land Use Goal 3, Business, Tech, and Industry: As part of the County’s economic growth strategy, the County will pursue options to bring basic sector jobs to the area. In appropriate locations, Weber County will strive to attract a diversity of basic sector jobs, including tech, innovation jobs, industrial, and manufacturing jobs.”

The subject land would be included in a broader development of the area that has already been approved by the County, referred to as *Promontory Commerce Center*. As a part of this broader project, this rezone would facilitate the development of a blended business and industrial park that is projected to yield over **3,800 direct jobs and roughly 2,600 indirect jobs** per an economic impact study performed by Newmark. Rezoning the requested parcels would also foster continuity of a pleasant and harmonious look and feel throughout the broader area. The combination of size, location, proximity to both I-15 and the future Legacy Corridor, proximity to rail line, and access to one of the nation’s most qualified workforces makes this site a prime candidate for economic growth, job creation, and industrial land use in Weber County.

Why should the present zoning be changed to allow this proposal?

With the adoption of the new West Weber General Plan, the subject site is no longer planned for agricultural use. The zoning change requested is in line with what has been approved in the General Plan.



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How is the change in the public interest?

BlackPine and Gardner plan to donate approximately two acres to the Weber Fire Department for the future development of a new fire station. With the future growth anticipated by the West Weber General Plan, having a fire station with proximity to this area would greatly benefit the health, safety, and welfare of residents and businesses.

What conditions and circumstances have taken place in the general area since the General Plan was adopted to warrant such a change?

Since the adoption of the General Plan, the County has created the Manufacturing and Technology zone to align with their vision for land use in this area. The County has already rezoned ~355 acres of land adjacent to this property to the new Manufacturing and Technology zone.

Weber County's employment base, location, and manufacturing specialty makes it an attractive market for potential Manufacturing and Technology tenants. Over the last 5 years, Ogden's population has grown by 8.3%, providing new businesses with available laborers to fill open positions. Even amidst a 7.4% job growth rate over the last 5 years, Weber County's unemployment rate remains historically low at 2.3%, which speaks to the quality of the local labor force. Weber County's cost of living is also approximately 4.4% lower than other nearby major metros, making it an attractive option for employees seeking refuge from inflated cost of living. Weber County's national connectivity through interstate and rail infrastructure makes it a natural candidate for large, national tenants who are looking to expand. Roughly 40% of Weber County's labor force works in industrial related industries, producing over \$3.2B of manufacturing exports annually. All these drivers suggest an opportunity and need for further development of space similar to what would be offered by the future development of this property.

How does this proposal promote the health, safety, and welfare of the inhabitants of Weber County?

Health: BlackPine and Gardner are exploring multiple environmentally conscious development initiatives that would promote the overall health of the surrounding geographic area (solar energy, environmentally friendly building materials, etc.). The approval of this rezone request would also facilitate major infrastructure improvements that would allow for easier and cleaner access to culinary water, secondary water, and sewer for the inhabitants of West Weber.

Safety: As previously mentioned, BlackPine and Gardner plan to donate approximately two acres along 12th street to the Weber Fire Department for the future development of a new fire station. This would greatly benefit the safety of individuals and businesses in this area.

Welfare: The development of this broader area is expected to create over 6,400 direct and indirect jobs, approximately \$1.4B in annual GDP, and over \$350M of annual employee compensation for the

area. This amount of economic growth and development will dramatically impact the inhabitants of West Weber County in a positive way.

Describe the project vision

The development of this land would be similar to that of *Promontory Commerce Center*, a development previously approved by the County. The details of the development are contained within a development agreement attached to this application.



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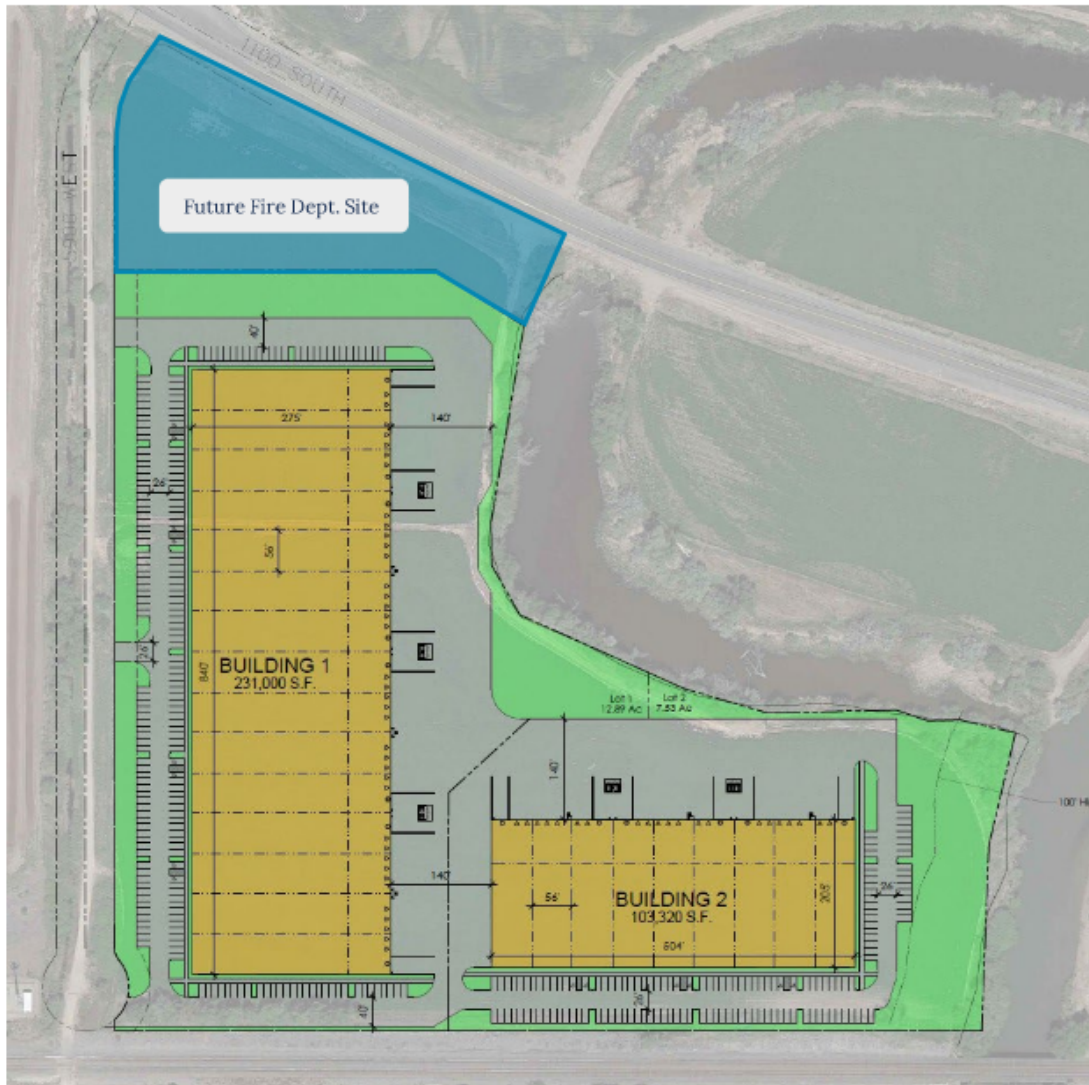
Concept Development Plan

- 1) Inventory of general land use types located within the project and the surrounding area
 - a) Current land use types are agricultural.
 - b) Per the West Weber General Plan, the land uses on this site are designated for Manufacturing and Technology (M-T) uses.
- 2) Approximate locations and arrangements of buildings, structures, facilities, and open space
 - a) See **Exhibit A: Preliminary Site Plan**
- 3) Architectural rendering of proposed buildings, structures, facilities, and open space within the project
 - a) See **Exhibit B: Preliminary Renderings**
- 4) Access and traffic circulation patterns and approximate location of parking
 - a) See **Exhibit A: Preliminary Site Plan**
- 5) Written description explaining how the project is compatible with surrounding land uses
 - a) See project narrative above
- 6) Existing site characteristics (e.g., terrain, vegetation, watercourses, and wetlands, etc.)
 - a) See **Map 1: Site Characteristics**
- 7) Existing and proposed infrastructure
 - a) Infrastructure for this property will be provided by the *Promontory Commerce Center* development.
- 8) Project density and mass/scale in comparison to the existing developed area adjacent to the proposed rezone
 - a) Current surrounding land uses are agricultural.
- 9) Legal Description of the property being proposed for rezone
 - a) See **Exhibit C: Legal Description**

Map 1: Site Characteristics



Exhibit A: Preliminary Site Plan*



*subject to change



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Exhibit B: Preliminary Renderings*



*Subject to change



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Parcel 1:

PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT ON THE EAST LINE OF THE COUNTY ROAD, SAID POINT BEING SOUTH 606 FEET AND EAST 66 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 19; THENCE SOUTH TO A POINT 90 FEET NORTH OF THE CENTER LINE OF THE RIGHT-OF-WAY OF THE SOUTHERN PACIFIC COMPANY; THENCE EAST PARALLEL TO SAID CENTER LINE

1180 FEET; THENCE NORTH 362 FEET TO THE CENTER OF WEBER RIVER CHANNEL; THENCE UP

SAID CHANNEL AS FOLLOWS: NORTH 58°4' WEST 572.7 FEET; THENCE NORTH 11°4' WEST 224 FEET; THENCE NORTH 62°20' WEST 185 FEET; THENCE NORTH 27°40' EAST 105 FEET; THENCE NORTH 62°20' WEST 605 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PART THEREOF LYING NORTH OF CENTER OF OLD SLOUGH AND CONVEYED BY DEEDS IN [BOOK 546 PAGES 272 & 273](#).

LESS AND EXCEPTING ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY CONVEYED TO THE WEBER COUNTY BY QUIT CLAIM DEED RECORDED MAY 28, 2015 AS ENTRY NO. [2737798](#) OF OFFICIAL RECORDS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF LAND, SITUATE IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, INCIDENT TO THE CONSTRUCTION OF 1200 SOUTH STREET, WEBER COUNTY, STATE OF UTAH, ALSO KNOWN AS PROJECT NO. LG_WC_1200 SOUTH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER CONTROL LINE OF THE 1200 SOUTH STREET (1100 SOUTH STREET) ROAD WIDENING PROJECT (LG_WC_1200 SOUTH) AND AN EXTENSION OF THE GRANTORS WEST PROPERTY LINE, SAID POINT LIES 497.77 FEET SOUTH ALONG THE WEST LINE OF SAID SECTION 19 AND 66.00 FEET EAST FROM THE NORTHWEST CORNER OF SAID SECTION 19; AND RUNNING THENCE SOUTH 60°16'46" EAST 283.67 FEET ALONG SAID CENTER CONTROL TO A POINT OF CURVATURE ON CENTER CONTROL LINE OF SAID PROJECT; THENCE 371.88 FEET ALONG THE ARC OF A 4495.20 FOOT RADIUS CURVE TO THE LEFT (CENTRAL ANGLE EQUALS 04°44'24" AND LONG CHORD BEARS SOUTH 62°38'58" EAST 371.78 FEET) ALONG CENTER CONTROL LINE OF SAID 1200 SOUTH STREET (1100 SOUTH STREET) PROJECT TO THE INTERSECTION OF AN EXTENSION OF GRANTOR'S PROPERTY LINE AND SAID CENTER CONTROL LINE; THENCE SOUTH 27°40'00" WEST 50.05 FEET ALONG AN EXTENSION OF SAID PROPERTY LINE TO A POINT ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF SAID 1200 SOUTH STREET (1100 SOUTH STREET) PROJECT; THENCE ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE TWO (2) COURSES AS FOLLOWS: (1) 373.67 FEET ALONG THE ARC OF A 4545.20 FOOT RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE EQUALS 04°42'37" AND LONG CHORD BEARS NORTH 62°38'05" WEST 373.56 FEET) TO A POINT OF TANGENCY, (2) NORTH 60°16'46" WEST 255.13 FEET TO A POINT ON AN EXTENSION OF SAID WEST PROPERTY LINE THENCE NORTH 57.57 FEET ALONG AN EXTENSION OF THE WEST PROPERTY LINE TO THE POINT OF BEGINNING.

THE PRECEEDING DESCRIPTION NEEDS TO BE ROTATED 00°27'56" CLOCKWISE TO MATCH PROJECT ALIGNMENT.

Parcel 2:

PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING IN THE CENTER OF THE WEBER RIVER 933 FEET



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SOUTH AND 745 FEET EAST OF THE NORTHWEST CORNER OF SECTION 19, RUNNING THENCE SOUTHWESTERLY ALONG THE RIVER 8 RODS; THENCE NORTHWESTERLY PARALLEL TO COUNTY ROAD 165 FEET; THENCE NORTHERLY PARALLEL TO RIVER 6.5 RODS TO COUNTY ROAD; THENCE SOUTH 74°1' EAST 142.6 FEET TO BEGINNING.
LESS AND EXCEPTING THEREFROM THE FOLLOWING LEGAL DESCRIPTION IN THAT CERTAIN QUIT CLAIM DEED TO WEBER COUNTY RECORDED OCTOBER 15, 2015 AS ENTRY NO. [2760800](#) OF

OFFICIAL RECORDS:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF LAND, SITUATE IN THE NW QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, INCIDENT TO THE CONSTRUCTION OF 1200 SOUTH STREET, WEBER COUNTY, STATE OF UTAH ALSO KNOWN AS PROJECT NO. LG_WC_1200 S. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTER CONTROL LINE FOR THE 1200 SOUTH STREET (1150 SOUTH STREET) ROAD WIDENING PROJECT (LG_WC_1200 S), SAID POINT LIES 818.09 FEET SOUTH 00°27'57" WEST ALONG THE WEST LINE OF SAID SECTION 19 AND 636.42 FEET EAST FROM THE NW CORNER OF SAID SECTION 19; AND RUNNING THENCE SOUTHEASTERLY 150.62 FEET ALONG THE ARC OF A 4495.20 FOOT RADIUS CURVE TO THE LEFT (CENTRAL ANGLE EQUALS 01°55'11" AND LONG CHORD BEARS SOUTH 65°25'42" EAST 150.61 FEET) TO A POINT ON AN EXTENSION OF THE GRANTOR'S EAST PROPERTY LINE; THENCE SOUTH 17°45'24" WEST 50.26 FEET ALONG AN EXTENSION OF SAID PROPERTY LINE TO THE PROPOSED SOUTH RIGHT OF WAY LINE FOR SAID PROJECT; THENCE NORTHWESTERLY 159.28 FEET ALONG THE ARC OF A 4545.20 FOOT RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE EQUALS 02°00'28" AND LONG CHORD BEARS NORTH 65°26'56" WEST 159.27 FEET) ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE OF 1200 SOUTH STREET TO A POINT ON AN EXTENSION OF THE GRANTOR'S WEST PROPERTY LINE; THENCE NORTH 27°40'00" EAST 50.3 FEET ALONG AN EXTENSION OF SAID PROPERTY LINE TO THE POINT OF BEGINNING.



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Attachment B – Proposed Amended Development Agreement

WHEN RECORDED, RETURN TO:

BlackPine, LLC
Attn: Daniel Stephens
1357 N. 2000 W.
Farr West, UT 84404

SUPPLEMENTAL DEVELOPMENT AGREEMENT FOR PROMONTORY COMMERCE CENTER

THIS SUPPLEMENTAL DEVELOPMENT AGREEMENT FOR PROMONTORY COMMERCE CENTER (“**Supplemental DA**”) is made and entered into by and between Weber County, a political subdivision of the State of Utah, and BlackPine, LLC, a Utah limited liability company, and made effective as of the Effective Date.

RECITALS

- A. The capitalized terms used in this Supplemental DA and in these Recitals are defined in Section 1.2 below.
- B. Developer and County previously entered into that certain Development Agreement for Promontory Commerce Center, recorded in the Office of the Weber County Recorder on August 23, 2023 as Entry No. 3295604 (the “**PCC DA**” or “**PCC Development Agreement**”).
- C. Blair D. Hancock and Susan Hancock, as joint tenants (collectively, “**Hancock**”), and Rafter K Ranch, LLC, a Utah limited liability company (“**Rafter K**” and collectively with Hancock, “**Owners**”), separately own the real property that will be developed by Developer, as identified and as more fully described in Exhibit “A” (the “**Additional Property**”). By executing the consents and acknowledgments below, Owners agree that the Additional Property shall receive the entitlements and be subject to the rights, benefits, and obligations set forth in this Supplemental DA.
- D. The Additional Property is located within the boundaries of unincorporated Weber County, Utah.
- E. The Additional Property is currently subject to an application to rezone the Additional Property to the Applicable Zoning. The Parties desire to enter into this Supplemental DA in connection and conjunction with, and as a condition of, the rezoning of the Additional Property.
- F. The Parties desire that the Additional Property be developed in a unified and consistent fashion pursuant to this Supplemental DA, the applicable provisions of the PCC DA, and the Master Plan.

- G. The Parties desire to enter into this Supplemental DA to more fully specify the rights and responsibilities of Developer to develop the Additional Property as expressed in this Supplemental DA, the applicable provisions of the PCC DA, and the Master Plan, and the rights and responsibilities of County to allow and regulate such development pursuant to the requirements of this Supplemental DA, the applicable provisions of the PCC DA, the Master Plan, and all other applicable laws.
- H. The Parties understand and intend that this Supplemental DA is a “development agreement” within the meaning of the Act and entered into pursuant to the terms of the Act.
- I. The County finds that this Supplemental DA and the Master Plan conforms with the intent of the County’s General Plan.

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

TERMS

1. Incorporation of Recitals and Exhibits/Definitions.

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

1.2 **Definitions.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the PCC DA, including, without limitation, the words and phrases specified in Section 1.2 of the PCC DA, which terms are incorporated by reference.

2. **Development of the Additional Property.** The Additional Property is hereby made subject to the PCC DA, and annexed to the Project and Property under the PCC DA. All of the provisions of the PCC DA are incorporated by reference, which provisions are hereby ratified, approved, and confirmed with the same force and effect as if fully set forth herein and made again as of the date hereof. From and after the date of recordation of this Supplemental DA, the Additional Property shall be part of the Property and Project under the PCC DA. To the extent that the terms and conditions of this Supplemental DA modify or conflict with any provisions of the PCC DA, including prior addenda, schedules and exhibits, relative to the development of the Additional Property, the terms of this Supplemental DA shall control.

3. Zoning and Vested Rights.

3.1 **Zoning.** Following the rezone of the Additional Property the rights of the Applicable Zoning districts will be included in the County’s Vested Laws and the applicable portions of the Additional Property will automatically be vested as to the uses and other provisions of the Applicable Zoning without further action or approval by the County.

3.1.1 *Zoning Condition Precedent.* Developer is entering into this Supplemental DA in anticipation of the satisfaction of certain conditions precedent which, if not satisfied, will frustrate the purposes of this Supplemental DA. Accordingly, if the Conditions (defined below)

are not satisfied or otherwise waived by Developer, this Supplemental DA shall be rendered null and void, and terminate upon written Notice by Developer delivered no later than seven (7) days after the Effective Date and upon delivery of such written Notice none of the Parties shall have any further obligation to the other arising out of this Supplemental DA. The Parties recognize that the Conditions will be satisfied contemporaneously with or prior to the execution of this Supplemental DA, but such Conditions have been identified herein for purposes of setting forth the intent of the Parties. For purposes of this Supplemental DA, the following shall constitute the “Conditions,” to be approved in the following order:

(a) The final approval and acceptance of this Supplemental DA including the Master Plan, by the County Commission; and

(b) The enactment of an ordinance rezoning the Additional Property to be included in the Applicable Zoning, and according to the Zoning Map, and in a manner that allows for this Project’s Development.

4. **Project Financing: Developer’s Rescission Option.** The ability of the financing mechanisms described in Section 4.2 of the PCC DA to generate sufficient monies to reimburse or otherwise pay the Developer for costs and expenses incurred as provided in this Supplemental DA is a material, integral term hereto. If the financing mechanisms identified in Section 4.2 of the PCC DA are not established or such financing mechanisms are unable to generate sufficient monies to construct the requisite Public Infrastructure and Project improvements, the Parties agree that such failure will render performance under this Supplemental DA impossible or impracticable and pointless and Developer may elect to terminate this Supplemental DA by delivering Notice to the County. Upon delivery of such Notice terminating this Supplemental DA, this Supplemental DA shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Supplemental DA, and the County may change the zoning designation for the Additional Property to A-2 Agricultural zoning but only as to any portions of the Additional Property for which Final Plat approval has not been granted, at the time of such termination by Developer. If such reversion is pursued, the Developer agrees not to contest the reversion of the zoning on undeveloped portions of the Project by the County Commission to A-2 zoning, and hereby holds the County harmless for such reversion.

5. **Infrastructure, Utilities and Standards.** Insofar as permitted by applicable law, the Parties agree that the following Public Infrastructure or other Project improvements may be classified as Developer’s Reimbursable Expenses, and may be eligible for public financing, payment, impact fee credits, reimbursement (including pioneering agreements), or other incentives pursuant to Title 17C or Title 17D of the Utah Code, financing options pursuant to Section 4.2.4 above, or any combination of the foregoing:

5.1 **900 South Connections.** The Additional Property shall be permitted not less than two (2) direct access road connections to 900 South, one of which will be by use of 5900 West Street’s connection to 900 South and the other of which Developer agrees to locate as far east on the Additional Property as is reasonably feasible in the Additional Property’s development.

5.2 **Trail Crossing.** Developer shall provide or cause to be provided crossing for the north-south 5900 West Street trail at the intersection of the 5900 West Street and 900 South Street

intersection, which crossing shall include striping and a pedestrian-triggered, solar power-lighted crossing beacon; provided, however, Developer shall have no obligation to complete the trail crossing improvement contemplated by this Section 5.2 until the County completes 5900 West and 900 South intersection improvement contemplated by Section 5.1.4(b) of the PCC DA.

6. **Developer Land Dedication/Donation to Fire District.** Developer agrees to dedicate or donate approximately two (2) acres of land within the Additional Property, in a specific location to be determined by Developer in its sole discretion, to the Weber County Fire District (“**Fire District**”) for the Fire District’s or the County’s construction, at its sole cost, of a new Fire District station. Developer agrees to work in good faith with the Fire District to enter into a separate agreement between Developer and the Fire District regarding the dedication/donation of such land, including, without limitation, identifying the specific land and location of the land to be dedicated/donated selected by Developer, the timing of the dedication/donation, and such other reasonable terms as determined by the Fire District and Developer.

7. **Headings.** The captions used in this Supplemental DA are for convenience only and a not intended to be substantive provisions or evidences of intent.

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

9. **Recordation and Running with the Land.** This Supplemental DA shall be recorded in the chain of title for the Additional Property. This Supplemental DA shall be deemed to run with the land.

10. **Authority.** The Parties to this Supplemental DA each warrant that they have all of the necessary authority to execute this Supplemental DA. County is entering into this Supplemental DA after taking all necessary actions to enter into the agreements and understandings set forth herein. County’s enactment of the resolution approving this Supplemental DA, and entering into this Supplemental DA, are legislative acts allowed and authorized by the Act including specifically Utah Code § 17-27a-102(b).

11. **Referendum or Challenge.** Both Parties understand that any legislative action by the County Commission is subject to referral or challenge by individuals or groups of citizens, including approval of development agreements and a rezone of the Additional Property. If a referendum or challenge relates to the approval of this Supplemental DA or the rezoning, and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code § 20A-7-601, then Developer may deliver a Notice of rescission to the County to terminate this Supplemental DA. Upon Developer’s delivery of a Notice of rescission pursuant to this Section 11, this Supplemental DA shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Supplemental DA.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Supplemental DA by and through their respective, duly authorized representatives as of the day and year first herein above written.

DEVELOPER:

BlackPine, LLC,
a Utah limited liability company

By: _____

Name: _____

Its: _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

COUNTY OF _____)

On the ____ day of _____, 2023, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of BlackPine, LLC, a Utah limited liability company, and that the foregoing instrument was executed on behalf of said company.

NOTARY PUBLIC

Signature Page to Supplemental Development Agreement

COUNTY:

Approved as to form and legality:

WEBER COUNTY,
a Utah political subdivision

County Attorney

By: _____

Name: _____

Its: _____

Attest:

County Recorder

COUNTY ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

COUNTY OF _____)

On the ____ day of _____, 2023, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of Weber County, a political subdivision of the State of Utah, and that said instrument was signed on behalf of the County by authority of its County Commission and said _____ acknowledged to me that the County executed the same.

NOTARY PUBLIC

Signature Page to Supplemental Development Agreement

OWNERS' CONSENT:

The following owners consents to the Developer executing the foregoing Supplemental DA, and subjecting the Additional Property to the Project, approvals, obligations and benefits described herein.

OWNERS:

Blair D. Hancock

Susan Hancock

STATE OF UTAH)
 :SS
COUNTY OF _____)

On the ___ day of _____, 2023, personally appeared before me Blair D. Hancock and Susan Hancock, who being by me duly sworn, did say that each said person is the person with proper authority and duly acknowledged to me that she/he executed the same.

Notary Public

Signature Page to Supplemental Development Agreement

Rafter K Ranch, LLC,
a Utah limited liability company

By: _____
Name: Curtis M. Knight
Its: Manager

By: _____
Name: Gwen Knight Moitzfield
Its: Manager

By: _____
Name: Russ D. Knight
Its: Manager

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On the ____ day of _____, 2023, personally appeared before me Curtis M. Knight who being by me duly sworn, did say that he/she is the Manager of Rafter K Ranch, LLC, a Utah limited liability company, and that the foregoing instrument was executed on behalf of said company.

NOTARY PUBLIC

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On the ____ day of _____, 2023, personally appeared before me Gwen Knight Moitzfield who being by me duly sworn, did say that he/she is the Manager of Rafter K Ranch, LLC, a Utah limited liability company, and that the foregoing instrument was executed on behalf of said company.

Signature Page to Supplemental Development Agreement

NOTARY PUBLIC

STATE OF UTAH)
 :SS.
COUNTY OF _____)

On the ____ day of _____, 2023, personally appeared before me Russ D. Knight who being by me duly sworn, did say that he/she is the Manager of Rafter K Ranch, LLC, a Utah limited liability company, and that the foregoing instrument was executed on behalf of said company.

NOTARY PUBLIC

Signature Page to Supplemental Development Agreement

4863-9608-7421
4874-7750-5341

EXHIBIT "A"
[Legal Description of the Additional Property]

ADDITIONAL PROPERTY (HANCOCK):

WEBER COUNTY PARCEL NO. 15-053-0033

ADDITIONAL PROPERTY (RAFTER K RANCH, LLC):

WEBER COUNTY PARCEL NO. 15-053-001

Exhibit A to Supplemental Development Agreement