



Staff Report to the Weber County Commission

Weber County Planning Division

Synopsis

Application Information

Agenda Item: A public hearing to consider a request to amend the zoning map on 18 acres from A-1 and RE-15 to R1-15 and to amend the development agreement that applies to the property zoned RE-15, property located at 4300 W and 1600 S.

Application Type: Legislative

Agenda Date: Tuesday, December 5, 2023

Applicant: Jake Young

File Number: ZMA 2023-13 and ZDA 2023-01

Property Information

Approximate Address: 4300 W and 1600 S, Ogden

Zoning: A-1

Existing Land Use: Agricultural

Proposed Land Use: Residential

Parcel Number: 15-057-0068, 15-057-0059

Adjacent Land Use

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

Adjacent Land Use

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

Report Reviewer: CE, RG

Summary

The applicant's request for a rezone was accepted by the Planning office on October 23, 2023. The proposal is to rezone 18 acres of property from A-1 and RE-15 to R1-15 for the ability to plat a total of 45 single family subdivision lots. The owner's property includes the two-phase Anselmi Acres Subdivision that has received subdivision approvals under RE-15 zoning but not recorded. The owner's property also includes three acres of property purchased from the Weber School District that is zoned A-1. If rezoned to R1-15, the three acres will be used to plat eight subdivision lots and provide an access to 4300 W.

Planning Commission Recommendation

On November 7, 2023 the Western Weber Planning Commission unanimously forwarded the following motion:

We recommend approval of the application as proposed, with the following conditions:

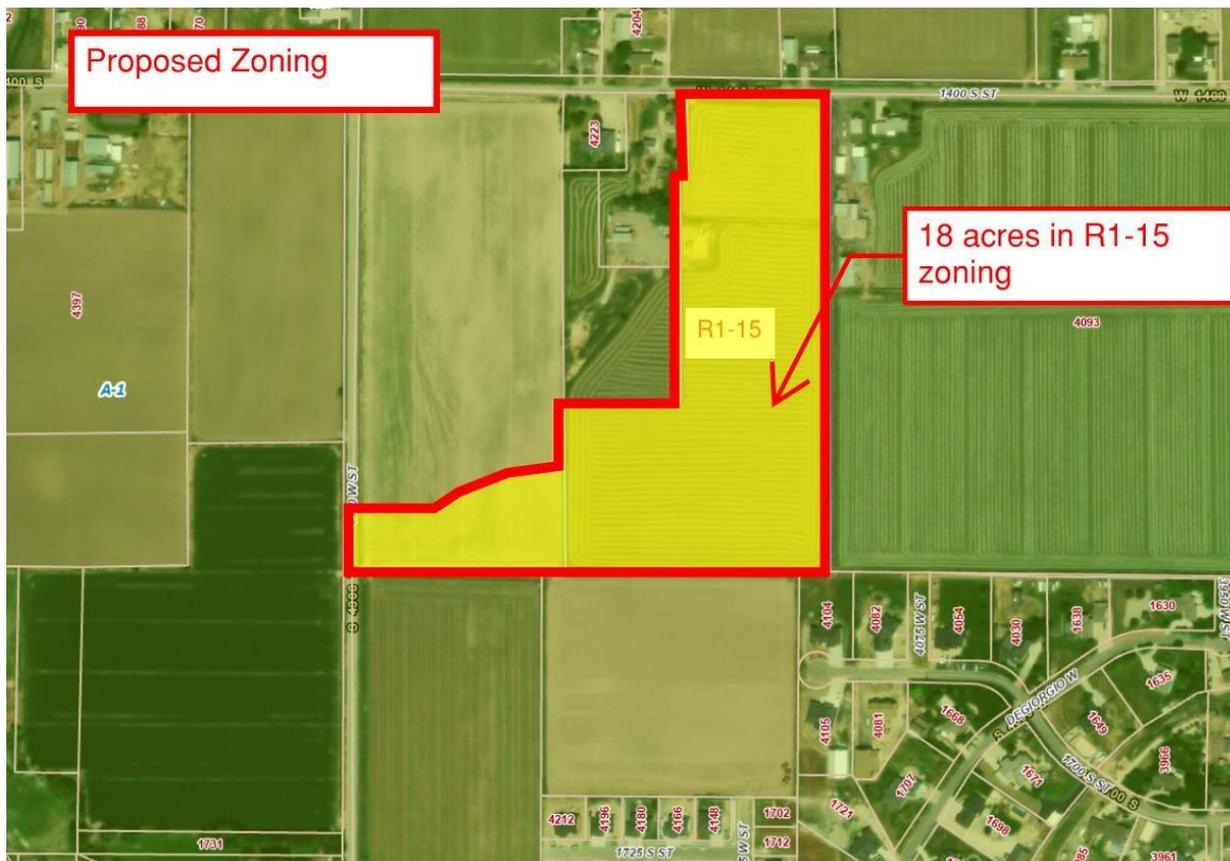
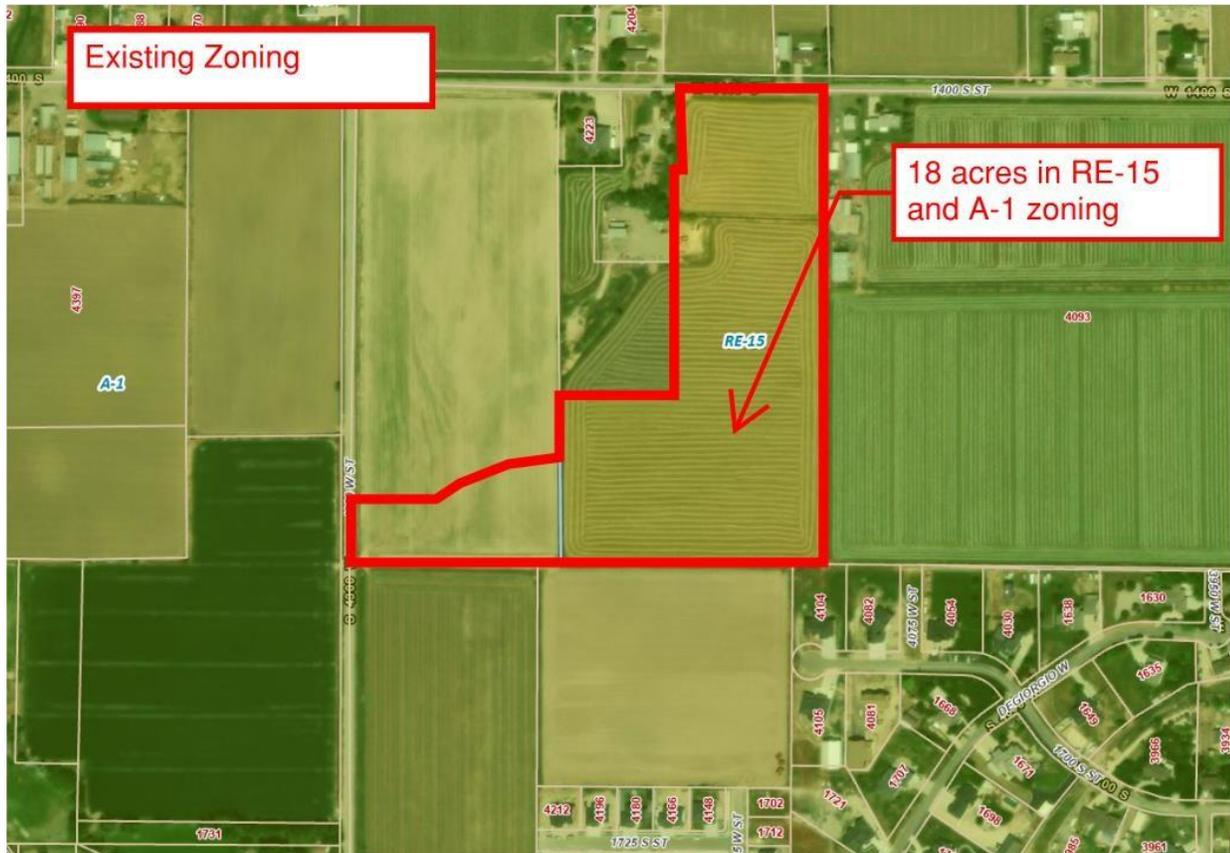
1. *The existing development agreement is amended to reflect the R1-15 zoning.*

The Planning commission made the following findings:

1. *The proposal provides public street and trail connectivity.*
2. *The proposal provides meaningful open space contributions and parks improvements in the area.*
3. *The proposal is consistent with the general plan goals, objectives, and policies.*
4. *The proposal is compatible with the character of existing development in the area.*

Area Map

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



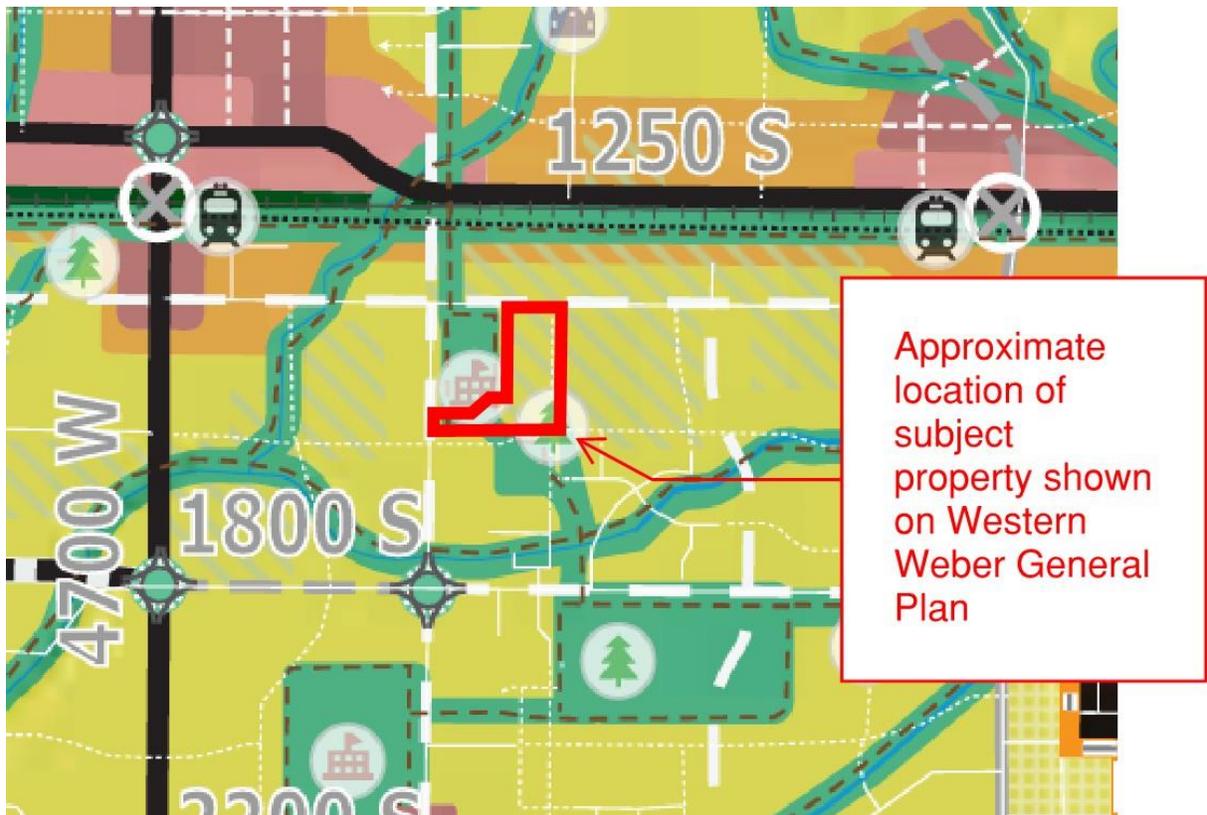
Policy Analysis

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 has a possibility of being rezoned to 'medium to large sized residential lots'. The General Plan indicates that medium to large sized residential lots can be an average of 15,000 square feet in size (2022 Western Weber General Plan, pg 52).

Taking the developers gross area of 784,080 square feet and dividing that by 15,000 would give a possible density of 52 lots. The developer is requesting 45 single family dwelling lots, with lots ranging in size from 17,000 to 9,200 square feet.



The streets and transportation map of the general plan shows 1600 S connecting to 4300 W. The developer has proposed making that connection on their property with a continuation of the pathway planned along the north side.

The general plan anticipates that developers proposing rezoning to higher density should propose certain smart growth principles such as public street connectivity, trail networks, and contributions to open space. The proposal provides those three smart growth principles.

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 surrounding area consists mainly of agriculture and one acre residential lots. There are some cluster style lots to the south of the property in the Halcyon Estates PRUD with 9,600 square foot lots. The general plan anticipated the change from one acre lots to 15,000 square foot averaged lot sizes. The proposal for single family residential lots, specifically in the R1-15 zone is not incompatible with the overall character of existing development in the area.

County Rezoning Procedure (c)

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

The proposal for R1-15 zoning on 18 acres will not adversely affect adjacent property. The county's subdivision process ensures that the developer provide engineered drawings that indicate what the development will look like at build out. These plans are required to show infrastructure improvements such as streets, culinary water lines, secondary water lines, sewer lines, and plans for any open ditches on the property. Through reviewing these plans the county staff will ensure adjacent property owners are not adversely affected by the built infrastructure.

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.

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 rezone, if approved, will result in a connection to 4300 W through the developers property to 1400 S. Because the developer is making this connection, they will be required to upgrade the streets within and adjacent to their property. The Planning Commission and County Commission may choose to require traffic mitigation plans in their review of this application.

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.*

Staff anticipates that the existing facilities and services intended to serve the area will remain adequate with the addition of 8 single family lots to the already approved 37 lot Anselmi Subdivision. None of these service providers have requested to be notified of rezoning applications.

Proposed Development Agreement Amendment

Staff recommended to the owner that, if the rezone from A-1 and RE-15 to R1-15 were to be approved, that the development agreement that applies to the 15 acres would also need to be amended. With this application, the developer is officially requesting that the development agreement be amended to reflect the R1-15 zoning, and to include the additional 3 acres of R1-15 property in the agreement.

The proposed amended development agreement also specifies that the developer's proposed donation of \$2,000 per lot will be paid before each subdivision plat records. Attached to this report as Exhibit B is the proposed development agreement amendment

Staff Recommendation

Staff recommends that the County Commission accept the recommendation and findings of the Planning Commission, as listed on the first page of this report.

Model Motion

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

Motion for positive recommendation **as-is:**

I move that we approve File # ZMA 2023-13 and ZDA 2023-01, an applicant driven rezone and development agreement amendment application to amend the zoning map on 18 acres from A-1 and RE-15 to R1-15, property located at 4300 W 1600 S, Ogden. **I do so with the following findings:**

Example findings:

- The zone change is supported by the General Plan.
- [_____ add any other desired findings here _____].

Motion to **table:**

I move that we **table** action on File # ZMA 2023-13 and ZDA 2023-01, an applicant driven rezone and development agreement amendment application to amend the zoning map on 18 acres from A-1 and RE-15 to R1-15, property located at 4300 W 1600 S, Ogden, to [_____ state a date certain _____], so that:

Examples of reasons to table:

- We have more time to review the proposal.
- Staff can get us more information on [_____ specify what is needed from staff _____].
- The applicant can get us more information on [_____ specify what is needed from the applicant _____].
- More public noticing or outreach has occurred.
- [_____ add any other desired reason here _____].

Motion to recommend **denial:**

I move that we deny File # ZMA 2023-13 and ZDA 2023-01, an applicant driven rezone and development agreement amendment application to amend the zoning map on 18 acres from A-1 and RE-15 to R1-15, property located at 4300 W 1600 S, Ogden. **I do so with the following findings:**

Examples of findings for denial:

- The proposal is not adequately supported by the General Plan.
- The proposal is not supported by the general public.
- The proposal runs contrary to the health, safety, and welfare of the general public.
- The area is not yet ready for the proposed change to be implemented.
- [_____ add any other desired findings here _____].

Exhibits

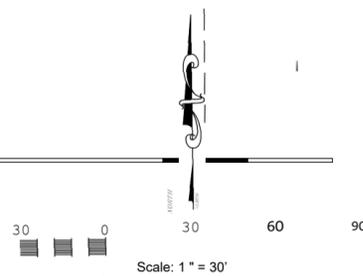
Exhibit A –Proposed concept plan, parks plan, letters of sewer and culinary water acknowledgement.

Exhibit B – Draft Development Agreement Amendment

Exhibit C – Draft rezone ordinance

Exhibit A - Proposed concept plan, parks plan, letters of sewer and culinary water acknowledgement.

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Density Calculation	
Total Area	2.86 AC.
Density	124,477 s.f./15,000 s.f. = 8.3 Lots
8 Lots Proposed	

Anselmi Acres Phase 3

DEVELOPER:
 Steward Development
 Sky Horizons
 1708 East 5550 South
 South Ogden, UT. 74405
 (801) 837-2020



REVISIONS	DATE	DESCRIPTION

Anselmi Acres Phase 3
 PART OF THE SW 1/4 OF SECTION 21 AND THE EAST HALF OF SECTION 20
 T. 6N., R. 2W., S. 1, 8 & M., U.S. SURVEY
 WEBER COUNTY, UTAH

Project Info.
 Engineer: N. Reeve
 Planner: C. Cave
 Designer: C. Cave

Date: 9-6-23
 Name: ANSELMI ACRES PHAS 3
 Number: 7152 19

Sheet 1 of 1



October 19, 2023

Attention:

Weber County:

Planning Department, Planning Commission & County Commission

2380 Washington Blvd #240

Ogden, UT 84401

Dear Weber County Planning Commission, County Commission, and Staff,

Steward Land Company requests the rezone of part of parcel 150570059 (2.8 acres) to develop Anselmi Acres Phase 3. The property is located at 4300 West 1600 South (which doesn't exist yet). We're requesting zone R1-15.

The adjacent project Anselmi Acres Phases 1 and 2 is zoned RE1-15. The R1-15 zoning is compatible with RE1-15 and surrounding development including planned projects, platted projects, and projects in planning.

Phase 3 of Anselmi Acres is a small but significant project. It will provide a crucial link to 1600 South and increase the area's connectivity. Our concept design shows three street connections: west to 4300 West, east on 1600 South, and stubbing south (for good measure). 1600 South is also planned for active transportation, and this project will include a street trail per County plans.

We request this rezone and would like to proceed with the project promptly.

We appreciate your consideration.

Steward Land Company

Jake Young

A handwritten signature in black ink, appearing to read 'Jake Young', with a long horizontal flourish extending to the right.



Central Weber Sewer Improvement District

September 28, 2023

Exhibit A –Proposed concept plan, parks plan,
letters of sewer and culinary water
acknowledgement.

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Felix Llevernio
Weber County Planning Commission
2380 Washington Blvd #240, Ogden, UT 84401

SUBJECT: Anselmi Acres
Sanitary Sewer Service
Will Serve Letter

Felix:

At the request of Brad Brown, for Anselmi Acres of 9 residential lots located at approximate address of 1600 S. 4300 W. West Weber County a portion of parcel 15-057-0059 that is not annexed into the district. **We require annexation into the district before service will be provided** and offer the following comments regarding Central Weber providing sanitary sewer service.

1. At this time, Central Weber has the capacity to treat the sanitary sewer flow from this subdivision. The Inasmuch as system demand continuously changes with growth, this assessment is valid for three (3) years from the date issued on this letter.
2. If any connection is made directly into Central Weber's line the connection must be inspected by Central Weber while the work is being done. A minimum of 48-hour notice for inspection shall be given to Central Weber prior to any work associated with the connection.
3. Central Weber will not take ownership or responsibility for the condition, ownership or maintenance of the proposed sanitary sewer lines (gravity or pressure) or system that will be installed to serve this subdivision.
4. The connection of any sump pumps (or similar type pumps) to the sanitary sewer system is prohibited during or after construction. Central Weber's Wastewater Control Rules and Regulations state:

Prohibited Discharge into Sanitary Sewer. No person shall discharge or cause or make a connection which would allow to be discharged any storm water, surface water, groundwater, roof water runoff or subsurface drainage to any sanitary sewer.



Central Weber

Exhibit A –Proposed concept plan, parks plan, letters of sewer and culinary water acknowledgement.
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5. **The entire parcel of property to be served will need to be annexed into the district prior to any connection to the District’s line. This annexation must be complete before the sale of any lots in the subdivision.**
6. Impact fees will need to be paid to Central Weber Sewer Improvement District no later than the issuance of any building permits. Annexation Book 86 page 6.

If you have any further questions or need additional information, please let us know.

Sincerely,

Clay Marriott
Project Manager

CC: Chad Meyerhoffer, Weber County
Kevin Hall, Central Weber Sewer
Brad Brown



Exhibit A –Proposed concept plan, parks plan, letters of sewer and culinary water acknowledgement.

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PO Box 184	Phone: (801)985-8429
5375 S 5500 W	Fax: (801)985-3556
Hooper, Utah 84315	hooperirrigationco@msn.com

October 11, 2023

Weber County Planning Commission
2380 Washington Blvd, #240
Ogden, Utah 84401

RE: PRELIMINARY WILL SERVE LETTER – Anselmi Acres

The Anselmi Acres subdivision is located at approximately 1400 South and 4100 West and consists of 45 building lots and a detention basin. The subdivision is in the boundaries of the Hooper Irrigation Company service area.

The subdivision plat plan has been reviewed by Hooper Irrigation. The preliminary plans have been conditionally approved for the above subdivision. There are sufficient shares affiliated with the property to connect to the secondary pressurized system for the building lots and the shares are in good standing.

The existing secondary pipeline is at 1800 S and 4300 W. The pipeline will need to be installed along 4300 W from 1800 S to the corner of 1400 S then east along the frontage of the proposed subdivision. The pipe size will need to be 12 inches, but an oversize agreement may be established to compensate for the size differential. There is a proposed development which may change the amount of pipe installation needed by the developer, but this preliminary letter is based on the current status of secondary pipe. There is a private ditch which runs along the east side of the subdivision which will need to be piped with a minimum of 18-inch RCP, according to Hooper Irrigation standards and specs, to ensure a continuation of water flow for irrigation users. This project only is in consideration and guaranteed service and the plan review are good only for a period of one year from the date of this letter, if not constructed. A final will serve letter will follow this letter after all plans have received final approval, fees have been paid, and water shares have been turned in to Hooper Irrigation.

Hooper Irrigation's specifications are available at the Company office. If you have questions, please call 801-985-8429.

Sincerely,

Michelle Pinkston
Office Manager
Board Secretary



2815 WEST 3300 SOUTH
WEST HAVEN, UTAH 84401
801-731-1668
9/29/2023

**Weber County Planning Commission
2380 Washington Boulevard
Ogden, Utah 84401**

To Whom It May Concern:

Taylor West Weber Water Improvement District ("The District"). Has received notice of intent to request rezone for an area 4300 W. 1600 S. Taylor, Utah. Attached is a map of the area it is approx.. 2.8 acres. The District has the capacity to support this area to be rezoned to approx. 1/3 acre lots. The area needs to have pressurized secondary water supported by Hooper Irrigation making this application supportive. This is in no way a letter of feasibility for a subdivision or will serve of any kind this is only a letter of acknowledgment supporting the application to rezone. If you have any questions, feel free to contact me.

Best Regards,

Ryan Rogers
Manager
Taylor West Weber Water Imp.

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH (COUNTY)

and

STEWARD LAND HOLDINGS, LLC, (DEVELOPER)

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DEVELOPMENT AGREEMENT
Anselmi Acres

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and STEWARD LAND HOLDINGS LLC (known as "Developer") (County and Developer known 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 forty-eight (48) detached single-family residential dwellings;

WHEREAS, The Developer's objective is to develop approximately forty-eight (48) 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 R1-15 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 date upon which it is recorded at the office of the Weber County Recorder.
- 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 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 STEWARD LAND HOLDINGS, 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 Anselmi Acres 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 according to the plans and permits approved and issued by the County and in conformance with this Agreement.
- 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 any adjacent city. Said document shall be recorded on the deed and recorded at the same time of this Development Agreement.
- 3.2.** Developer shall make a donation of \$2,000 per lot in the Subdivision to the Taylor West Weber Parks District before each subdivision plat records. Alternatively, the Developer may provide park development services to the District that, at fair market value, is equal to the donation. This donation will help the District provide parks and recreational services to the Subdivision and surrounding communities.
- 3.3.** Project shall include a 10' wide asphalt trail parallel to the street identified as 1600 South Street, running east and west through the Project, as shown in Attachment B.
- 3.4.** Developer shall install street trees along all streets in the subdivision, at an interval so that the specific tree species canopies touch at maturity.

4. Project Description.

A subdivision consistent with the R1-15 zoning, consisting of approximately forty-five (45) detached single-family residential lots, the actual amount to be determined after survey level accurate plats are produced.

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.

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 R1-15 zone. The concept plan shall govern the lot sizes and widths.
- 7.2. Setbacks.** The lot development standards of the R1-15 zone will apply.
- 7.3. Building Height.** The main building height and accessory building height of the R1-15 zone will apply.

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, and County Laws 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 entire Project Site at the time of the execution of this Agreement, may sell, convey, reassign, or transfer the entire Project Site or Project to another entity at any time.
- 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:

Steward Land Holdings, 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: _____

Chair, Weber County Commission

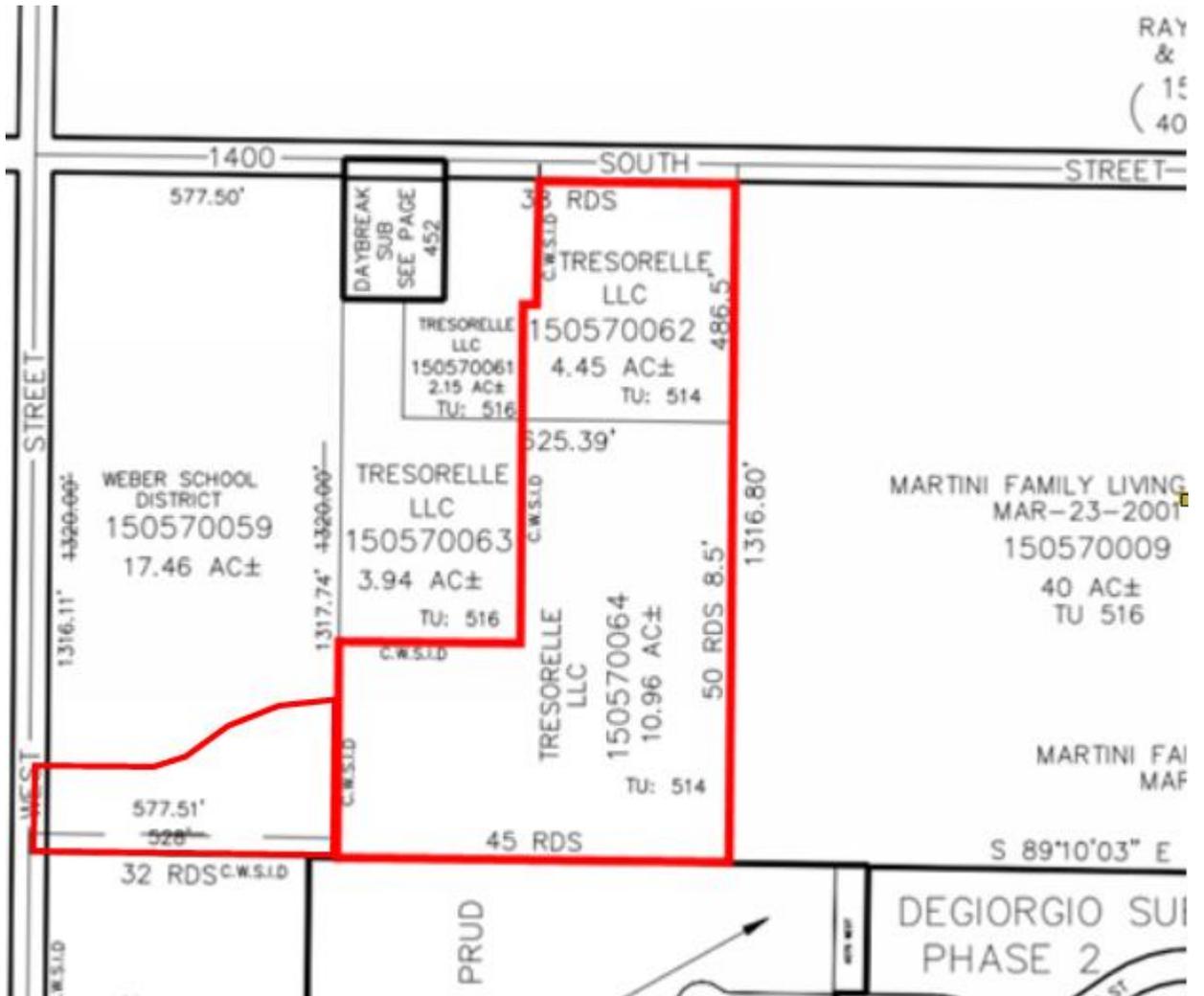
DATE: _____

ATTEST: _____

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

Attachment A

Project Area Legal Description and Graphic Depiction



Attachment A (Cont.)

Project Area Legal Description and Graphic Depiction

THAT PORTION LYING WITHIN THE CENTRAL WEBER SEWER IMPROVEMENTDISTRICT DESCRIBED AS FOLLOWS: PART OF THE NORTHWEST QUARTEROF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 NORTH,RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:BEGINNING AT A POINT 38 RODS WEST FROM THE NORTHEAST CORNER OFSAID NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER; RUNNINGTHENCE WEST 7 RODS; THENCE SOUTH 80 RODS; THENCE EAST 45 RODS;THENCE NORTH 50 RODS, 8.5 FEET; THENCE WEST 38 RODS, THENCENORTH 29 RODS 8 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM DAYBREAK SUBDIVISION [NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAINAN AREA FOR THIS PARCEL THE AREA FOR THIS PARCEL WASCALCULATED BY THIS OFFICE FOR TAX PURPOSES]

Together with

THAT PORTION LYING WITHIN THE CENTRAL WEBER SEWER IMPROVEMENTDISTRICT DESCRIBED AS FOLLOWS: PART OF THE NORTHWEST QUARTEROF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 NORTH,RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING ATTHE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAIDSOUTHWEST QUARTER; THENCE WEST 38 RODS; THENCE SOUTH 486.5FEET; THENCE EAST 38 RODS THENCE NORTH 486.5 FEET TO THE PLACEOF BEGINNING. EXCEPTING THEREFROM DAY BREAK SUBDIVISION [NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAINAN AREA FOR THIS PARCEL THE AREA FOR THIS PARCEL WASCALCULATED BY THIS OFFICE FOR TAX PURPOSES]

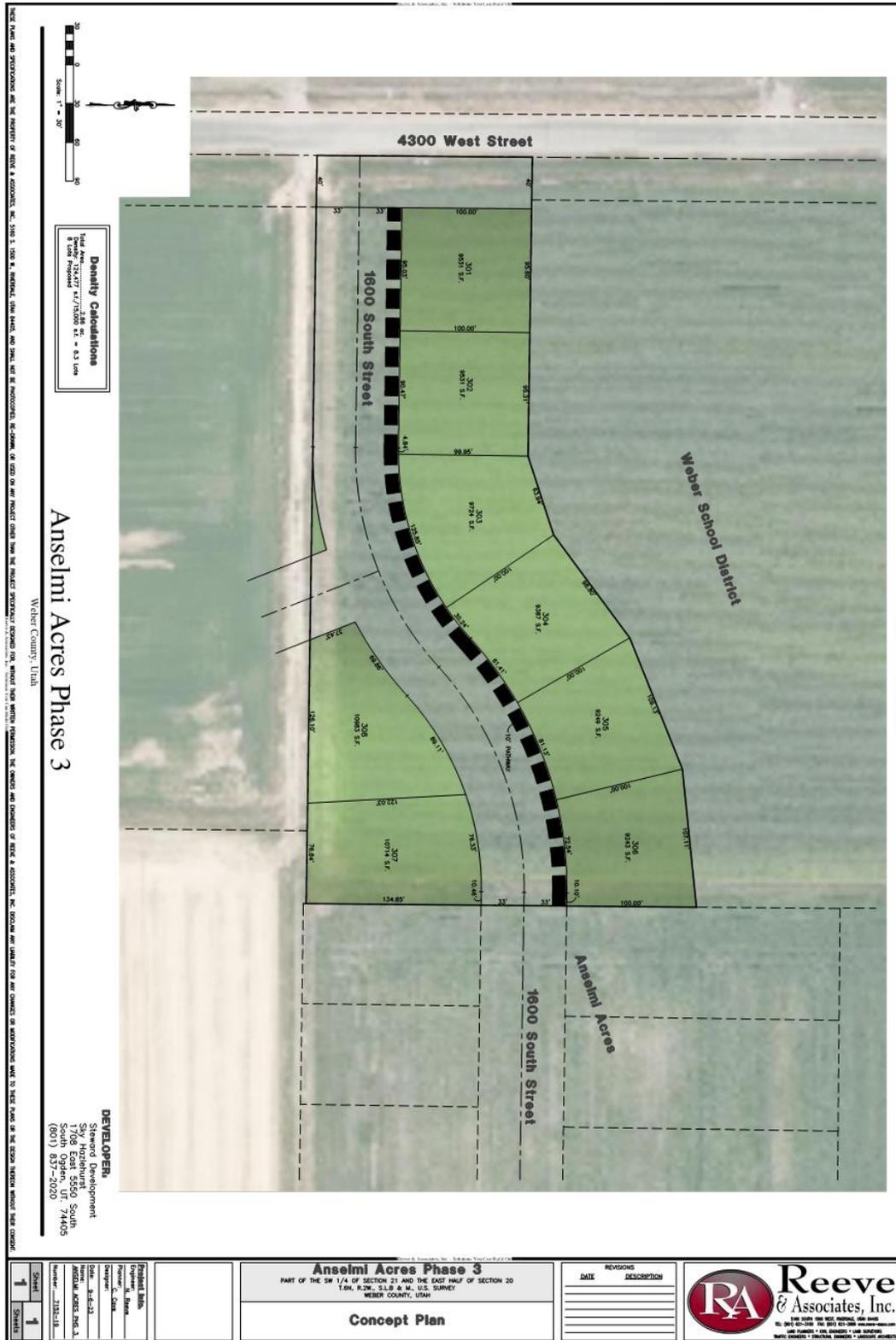
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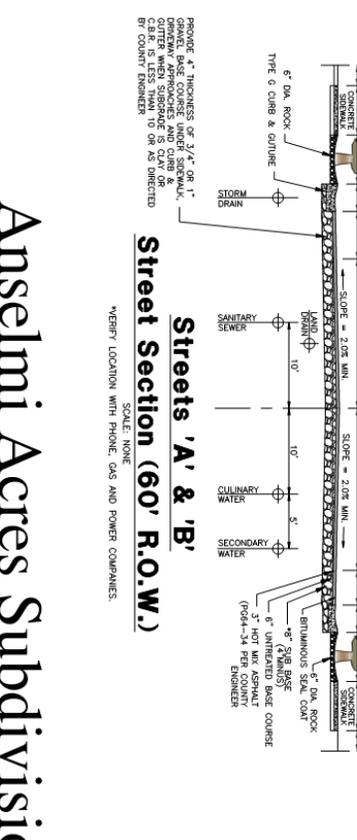
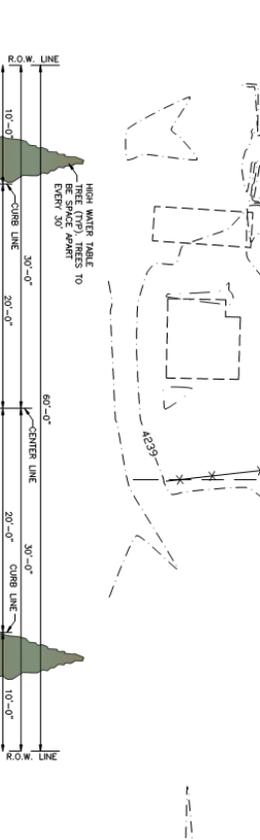
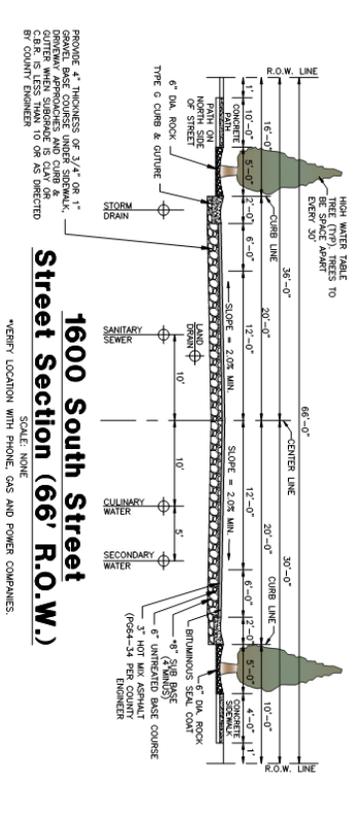
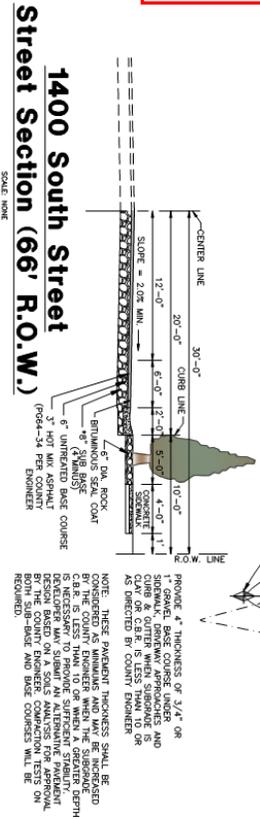
PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING 1018.75 FEET SOUTH 00°30'34" WEST AND 577.43 FEET SOUTH 89°29'26" EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 21 (WEST QUARTER CORNER BEING NORTH 89°12'03" WEST 5296.18 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 21); THENCE SOUTH 00°30'47" WEST 300.82 FEET; THENCE NORTH 89°10'04" WEST 577.42 FEET; THENCE NORTH 00°29'21" EAST 166.01 FEET; THENCE SOUTH 89°10'04" EAST 230.83 FEET; THENCE NORTH 72°01'57" EAST 63.94 FEET; THENCE NORTH 53°33'14" EAST 98.80 FEET; THENCE NORTH 68°10'26" EAST 109.13 FEET; THENCE NORTH 84°12'43" EAST 106.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 124,371 SQUARE FEET OR 2.855 ACRES.

Attachment B continued





Anselmi Acres Subdivisic
 Weber County, Utah

ORDINANCE NUMBER 2023-_____

AN ORDINANCE AMENDING THE WEBER COUNTY ZONING MAP FROM A-1 AND RE-15 TO R1-15 ON APPROXIMATELY 17.79 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 **Steward Land Holdings, LLC**, to amend the zoning designation from A-1 and RE-15 to R1-15; and

WHEREAS, the Weber County Board of Commissioners and Steward Land Holdings, LLC mutually agree to change the zoning designation from A-1 and RE-15 to R1-15; and

WHEREAS, the Weber County Board of Commissioners and Steward Land Holdings, LLC mutually agree to execute a development agreement that specifies certain terms of development and establishes a concept plan of the subject property; and

WHEREAS, on November 7, 2023 the Western Weber Planning Commission held a duly noticed public hearing to consider the rezone application, and at 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 and RE-15 zones to the R1-15 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 Steward Land Holdings and Weber County is recorded, whichever is later.

Passed, adopted, and ordered published this _____ day of _____, 2023, by the Weber County Board of Commissioners.

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By _____,
_____, Chair

Commissioner Froerer voted _____
Commissioner Bolos voted _____
Commissioner Harvey voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Exhibit A

Graphic Representation

Steward Land Holdings, LLC from A-1 Zone and RE-15 to R1-15 Zone

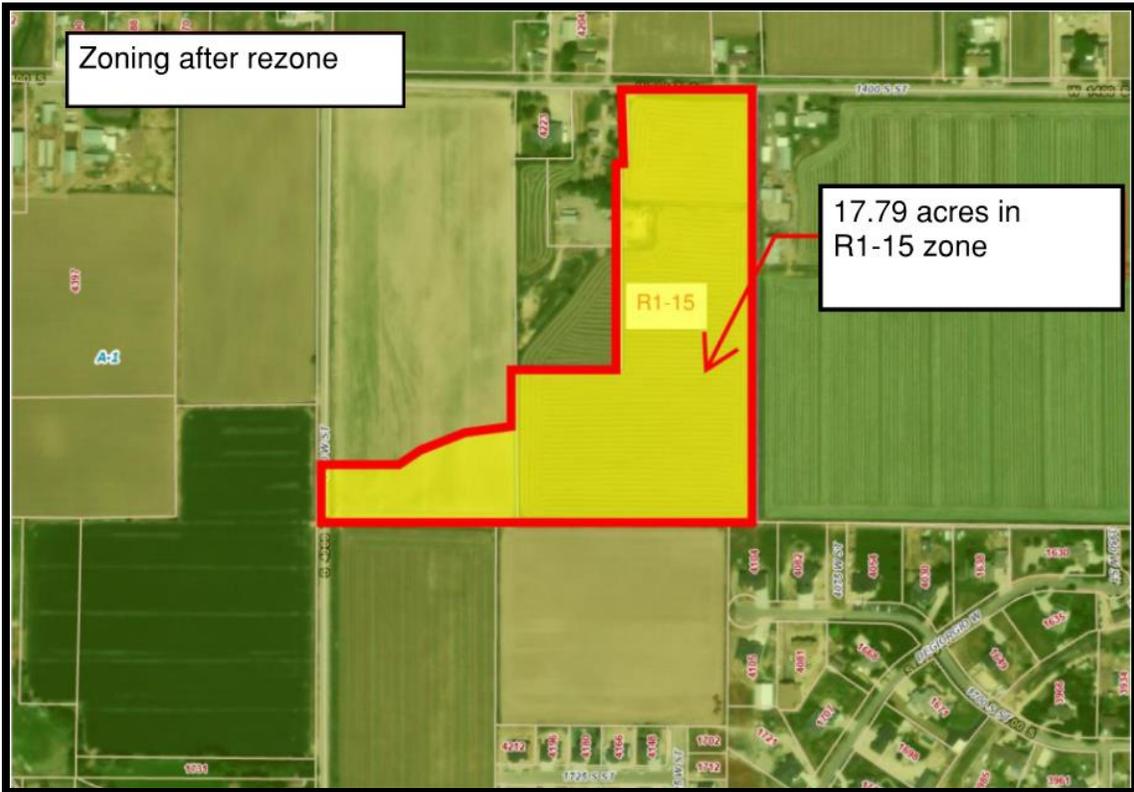
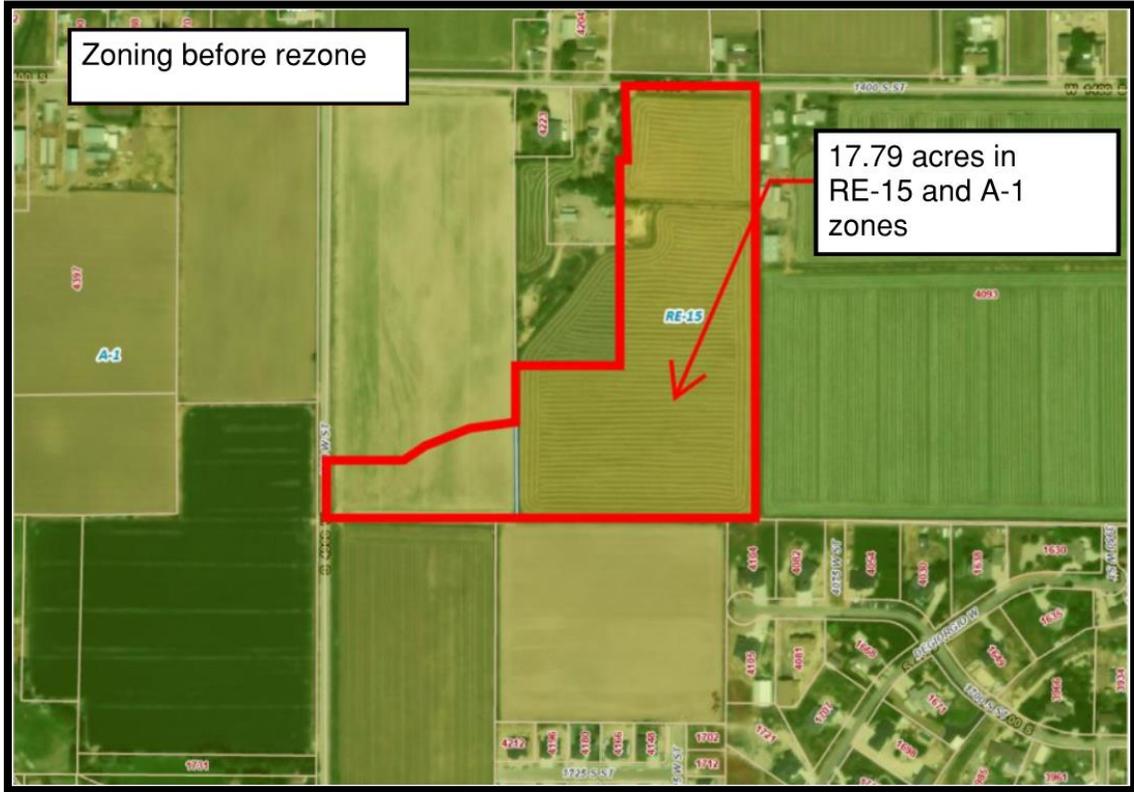


Exhibit B
Written Description

THAT PORTION LYING WITHIN THE CENTRAL WEBER SEWER IMPROVEMENTDISTRICT DESCRIBED AS FOLLOWS:
PART OF THE NORTHWEST QUARTEROF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 NORTH,RANGE
2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:BEGINNING AT A POINT 38 RODS WEST FROM THE
NORTHEAST CORNER OFSAID NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER; RUNNINGTHENCE WEST 7
RODS; THENCE SOUTH 80 RODS; THENCE EAST 45 RODS;THENCE NORTH 50 RODS, 8.5 FEET; THENCE WEST 38
RODS, THENCENORTH 29 RODS 8 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM DAYBREAK
SUBDIVISION [NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAINAN AREA FOR THIS PARCEL THE
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QUARTER OF SAIDSOUTHWEST QUARTER; THENCE WEST 38 RODS; THENCE SOUTH 486.5FEET; THENCE EAST 38
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