

2014-116  
WEBER COUNTY

4-15

ZONING DEVELOPMENT AGREEMENT ~~EXECUTOR~~ EXECUTOR

PARTIES: The parties to this Zoning Development Agreement (Agreement) are David M. Clapier, Keith Clapier, Barton Clapier, and Kurt Clapier ("the Petitioners") and Weber County Corporation ("the County").

EFFECTIVE DATE: The effective date of this Agreement will be the date that rezoning approval is granted as outlined below by the Weber County Commission ("the Commission").

RECITALS:

WHEREAS, the Petitioners seek to rezone property generally located at 156 North and State Road 158, (extending from the vicinity of the Ogden City water treatment plant, easterly towards the Pineview caretaker's house) within the unincorporated area of Weber County, Utah, from Forest-40 (F-40) to Forest Residential (FR-1) for the general purpose of allowing the creation of one building lot and putting into place, development standards that are more compatible with relatively small lots; and

WHEREAS, the subject rezone area consists of approximately 150 acres and is more particularly described in Exhibit A, attached hereto and incorporated herein by reference of "the Rezone Area"; and

WHEREAS, the Petitioner's property consists of approximately 3.64 acres (of the aforementioned 150 acres) and is more particularly described in Exhibit B, attached hereto and incorporated herein by reference of "the Property"; and

WHEREAS, the County seeks to promote the health, welfare, safety, convenience, and economic prosperity of the residents of the County through the establishment and administration of Zoning Regulations concerning the use and development of land in the unincorporated area of the County as a means of implementing the adopted General Plan; and

WHEREAS, the petitioners consider it to their advantage and benefit for the County to review their petition for rezoning and assess its compatibility with the County's General Plan and existing land uses surrounding the area; and

NOW THEREFORE, for good and valuable consideration in receipt of which is hereby acknowledged and accepted by both parties, the parties hereto mutually agree and covenant as follows:

1. The County shall rezone the Rezone Area described in Exhibit A from Forest-40 (F-40) to Forest Residential (FR-1) and shall record the necessary documents/instruments in the Office of the Weber County Recorder.
2. Petitioners, and/or their successors and assigns, agree that the Petitioner's Property, as described in Exhibit B, shall be limited to platting and developing one (1) building lot.
3. The Parties agree that there shall be no time frame within which the Petitioners, and/or their successors and assigns, shall be required to act upon the rezoning or commence construction and/or development of the Property.
4. The Petitioners, and/or their successors and assigns, acknowledge and agree that the Property, when developed, shall comply with the FR-1 Zone standards and all other applicable standards/codes (unless otherwise approved by variance) in effect at the time of land use application, construction, and/or development of the Property.

5. The responsibilities and commitments of the Petitioners and the County, as detailed in this document when executed, shall constitute a covenant and restriction that runs with the land and shall be binding upon the Petitioners, and/or their successors and assigns.
6. Both parties recognize the advantageous nature of this Agreement which provides for the accrual of benefits and protection of interests to both parties.
7. In addition to a violation of the paragraphs above, the following condition(s), occurrence(s) and/or action(s) shall constitute a default by the Petitioners, and/or their successors and assigns:
  - a. The use of the Property (either prior to or after construction and/or development) in manner that is inconsistent with applicable standards/codes.
  - b. A written petition submitted by the Petitioners, and/or their successors and assigns, filed with the County seeking to void or materially alter any of the provisions of this Agreement.
8. If any of the conditions constituting default occur, the County may, at its discretion, examine the reasons for the default and either approve a change to this Agreement or initiate steps to revert the zoning designation back to its former zone.
9. The parties may amend or modify the provisions of this Agreement only by written instrument and after considering the recommendation of the County Planning Commission which may hold a public meeting to obtain public input on the proposed amendment or modification if deemed warranted.
10. This Agreement with any amendments shall be in full force and effect according to this approved Zoning Development Agreement until the Property covered herein has been reverted back to its former zone designation as a result of default.
11. Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable State law.
12. This agreement constitutes the entire agreement between the parties. No changes or alternatives may be made in this agreement except in writing signed by both parties.

Documents Attached:

Exhibit A (Rezone Area Description and Map)

Exhibit B (Petitioner's Property Description and Map)

Approved by the parties herein undersigned this 15<sup>TH</sup> day of APRIL, 2014.

Clapier AS EXECUTOR  
Petitioner \_\_\_\_\_ Petitioner \_\_\_\_\_

\_\_\_\_\_  
Petitioner \_\_\_\_\_ Petitioner \_\_\_\_\_

INDIVIDUAL ACKNOWLEDGMENT

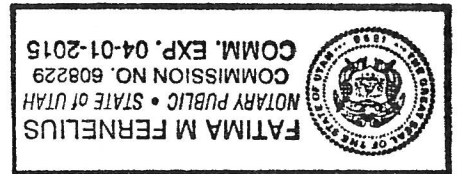
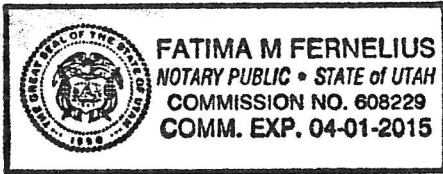
State of Utah)  
SS  
County of Weber)

On the 15 day of April A.D. 2014.

personally appeared before me, David M. Clapier  
the signers of this instrument, who acknowledged to me that he/~~she~~ executed the same.

Fatima M Fernelius  
Notary Public

Residing at: \_\_\_\_\_, Utah.



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APPROVED AS TO FORM:

[Signature] \_\_\_\_\_ April 10 '14  
Weber County Attorney Date

APPROVED:

[Signature] \_\_\_\_\_ 4-15-2014  
Chair, Weber County Commission Date

ATTEST:

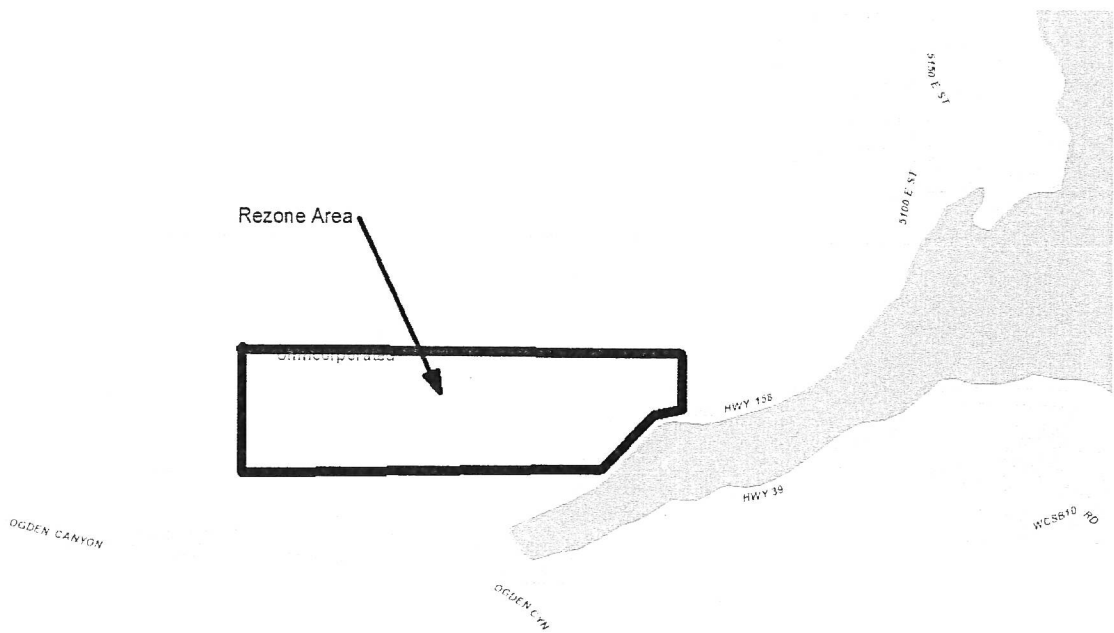
[Signature]  
Weber County Clerk

### Exhibit A

#### Rezone Area

All of the south half of the north half of Section 16, Township 6N, Range 1E, Salt Lake Base and Meridian, U.S. Survey in Weber County, Utah as documented in a dependent resurvey completed by the Bureau of Land Management (B.L.M.), approved June 22, 1971 and being on file with the B.L.M.

Excepting therefrom that area lying within the existing Shoreline Zone as illustrated on the official Weber County Zoning Map in effect at the time of this instrument.



**Exhibit B**

Petitioners Property – Tax I.D.#20-017-0003

PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, US SURVEY, BEGINNING AT A POINT 1031.3 FEET WEST OF THE EAST QUARTER CORNER OF SAID SECTION 16, AND RUNNING THENCE NORTH 660 FEET, THENCE EAST 595.6 FEET, MORE OR LESS, TO THE NORTHWESTERLY RIGHT OF WAY LINE OF RELOCATED EDEN HIGHWAY, THENCE SOUTHWESTERLY ON A REGULAR CURVE TO THE LEFT, HAVING A RADIUS OF 528.3 FEET AND A DISTANCE OF 65 FEET WHEN MEASURED ON A 65 FOOT CHORD, THENCE SOUTH 34D31' WEST 109.5 FEET, THENCE NORTH 55D39' WEST 20 FEET, THENCE SOUTH 38D32' WEST 215 FEET, THENCE NORTH 43D WEST 50 FEET, THENCE SOUTH 47D WEST 289 FEET, THENCE SOUTH 43D EAST 80 FEET, THENCE SOUTH 47D WEST 208.7 FEET, TO THE POINT OF BEGINNING. EXCEPTING THEREFROM, THAT PORTION THEREOF CONVEYED TO UNITED STATES OF AMERICA BY DEED RECORDED IN BOOK 494 OF RECORDS, PAGE 70. SUBJECT TO RIGHTS OF PARTIES IN POSSESSION IF ANY. EXCEPTING THEREFROM: A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT BEING NORTH 0D48'30" EAST 200.86 FEET ALONG THE EAST LINE OF SAID SECTION 16 AS SHOWN ON THAT SURVEY BY BINGHAM ENGINEERING FOR THE OGDEN RIVER WATER USERS ASSOCIATION, DATED MAY 31, 1990 AND WEST 936.06 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 16 AS SHOWN ON SAID SURVEY, THENCE NORTH 43D00' WEST 64.22 FEET TO A 5/8" IRON ROD, THENCE NORTH 46D24'17" EAST 216.42 FEET TO A 5/8" IRON ROD, THENCE NORTH 80D47'40" EAST 33.00 FEET TO A 5/8" IRON ROD, THENCE SOUTH 54D07'12" EAST 45.00 FEET TO A FENCE CORNER, THENCE SOUTH 50D33' EAST 4.00 FEET ALONG A FENCE, THENCE SOUTH 47D00' WEST 253.04 FEET TO THE POINT OF BEGINNING. CONTAINING 0.37 ACRES, MORE OR LESS. (E# 1128659)

