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LEANN H KILTS, WEBER COUNTY RECORDER  
02-JUN-17 142 PM FEE \$.00 DEP TN  
REC FOR: WEBER COUNTY PLANNING

**WEBER COUNTY  
ZONING DEVELOPMENT AGREEMENT**

5/9/2017

**PARTIES:** The parties to this Zoning Development Agreement (Agreement) are Ridge Utah Development Corporation ("the petitioner") and Weber County Corporation ("the County").

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

**RECITALS:** Whereas, a previous petitioner succeeded in rezoning the subject property, generally located at 3300 North Wolf Creek Drive in the unincorporated (Eden) area of Weber County, Utah from Agricultural Valley-3 (AV-3) to Residential Estates-15 and Open Space (O-1) for the general purpose of developing a cluster subdivision and (9-hole) golf course, which property consisted of approximately 174 acres and is more particularly described and illustrated in a Weber County contract identified as C2002-169 and recorded (12-23-2002) in the Office of the Weber County Recorder as Entry #1889165; and

**WHEREAS;** previous petitioners succeeded in amending C2002-169 by rezoning a portion of the subject property, generally located at 5200 East Moose Hollow Drive in the unincorporated (Eden) area of Weber County, Utah from Open Space-1 (O-1) to Forest Residential-3 (FR-3) for the general purpose of adding and developing (24) two-family dwellings in addition to the cluster subdivision and (9-hole) golf course, which property consisted of approximately 16 acres and is more particularly described and illustrated in a Weber County contract identified as C2006-62 and recorded (6-5-2006) in the Office of the Weber County Recorder as Entry #2184604; and

**WHEREAS;** previous petitioners succeeded in amending C2006-62 by revising the conceptual open space plan and extending the previously agreed upon project completion date as described and illustrated in a Weber County contract identified as C2012-230 and recorded (12-13-2012) in the Office of the Weber County Recorder as Entry #2610607; and

**WHEREAS;** previous petitioners succeeded in amending C2012-230 by revising the conceptual development plan for the Forest Residential-3 (FR-3) portion of the project for the general purpose of replacing the (24) two-family dwellings with (12) four-plex structures and changing the architectural design as described and illustrated in a Weber County contract identified as C2013-287 and recorded (12-10-2013) in the Office of the Weber County Recorder as Entry #2667670; and

**WHEREAS,** the current petitioner, due to the expiration of previously executed and relevant Contracts, is requesting that Weber County enter into a new contract that supersedes all previous contracts, separates the project described and illustrated in Weber County contract C2013-287 from the overall project described and illustrated in Weber County contract C2012-230, extends the project completion date, and retains the current zoning of Forest Residential-3 (FR-3) for the general purpose of finishing the development and construction of the 48 unit Ridge Townhomes project, which property consists of approximately 16.04 acres and is more particularly described in Exhibit A attached hereto and incorporated herein by this reference ("the property"); and

**WHEREAS,** the petitioner considers it to his advantage and benefit for the County to review his request to enter into the proposed zoning development agreement so as to more completely assess its compatibility with the Ogden Valley General Plan and the area surrounding the property described in Exhibit A; and

**WHEREAS,** contract C2012-230 and contract C2013-287 are both in default, due to failure to complete development within the time limits prescribed in those contracts; and

**WHEREAS,** contracts C2012-230 and C2013-287 require the County, in the event of default, to "examine the reasons for the default" and then do one of three things: approve an extension of time, approve a major change to the concept plan, or initiate steps to revert the zoning to its former zone; and

WHEREAS, the petitioner has, in good faith, completed a substantial percentage and is currently preparing to record a third phase of the Ridge Townhomes project; and

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

WHEREAS, it has been determined that approving an extension of time, along with additional terms, by entering into this new zoning development agreement will promote the health, safety, and welfare of the residents of the County and remains consistent with the vision for the Ogden Valley Planning Area as described in the Ogden Valley General Plan; and

WHEREAS, the County desires to retain the Forest Residential-3 (FR-3) zoning, on the property for the purpose of completing the Ridge Townhomes project in a manner outlined in Exhibit B, but does not feel that the property's zoning should be kept in place unless the project is completed within a reasonable and agreed upon time; and

WHEREAS, it may be in the best interest of the County, in the event that the petitioner's project is not completed within the agreed upon time, to rezone the un-platted portion of the parcel, described in Exhibit A, to a zone that the County determines to be more appropriate; and

WHEREAS, on May 2<sup>nd</sup>, 2017, the Ogden Valley Planning Commission held a public meeting and unanimously recommended that the Weber County Commission approve the petitioner's request; and

WHEREAS, on May 9<sup>th</sup>, 2017, the Weber County Commission held a public meeting and unanimously approved the petitioner's request;

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

1. Agreement

- 1.1 With respect to the property described in Exhibit A, this Agreement shall supersede all previously executed zoning development agreements executed by the parties and affecting the property described in Exhibit A.
- 1.2 The County will retain the Forest Residential-3 (FR3) zoning for the property described in EXHIBIT A for the purpose of allowing the petitioner time to finish the development and construction of the Ridge Townhomes project as shown in Exhibit B.
- 1.3 The County acknowledges that the petitioner has begun construction of the Ridge Townhomes project illustrated in Exhibit B and the petitioner agrees to complete the entire project before March 1<sup>st</sup>, 2022.
- 1.4 The petitioner agrees that, if the project is not complete before March 1<sup>st</sup>, 2022, the County may rezone the un-platted portion of the Ridge Townhomes parcel, described in Exhibit A, to a zone that the County determines to be more appropriate.
- 1.5 The Agreement shall be recorded in the Office of the Weber County Recorder and the responsibilities and commitments of the petitioner and the County, as described in this Agreement, shall constitute a covenant and restriction that will run with the land and be binding upon the petitioner, his assignees, and successors in interest.
- 1.6 Both parties recognize the advantageous nature of this Agreement which provides for the accrual of benefits and protection of interests to both parties.

- 1.7 The County shall review more detailed construction plans and approve/issue land use permits when the plans are determined to be complete and in compliance with the previously approved conditional use permit, described and illustrated in CUP2013-25, and the Land Use Code.
- 1.8 The following conditions, occurrences, or actions will constitute a default by the petitioner, his assigns, or successors in interest:
- a. failure to present complete and detailed construction plans, gain County approval, obtain land use and building permits, and complete the project within the time period specified in this Agreement.
  - b. failure to complete construction of Moose Hollow Drive, within the Ridge Townhome project's overall boundary, and gain the Weber County Engineer's approval (excluding the one year warranty period) of the road by October 1<sup>st</sup>, 2018. The word "complete," for purposes of this subsection, shall mean that the road is constructed to the County's road standard (as determined by the County Engineer) and open to the public.
  - c. use of the property for any other purpose than that approved by this Agreement.
  - d. a request, written by the petitioner, his assigns or successors in interest, filed with the County seeking to void or alter any of the provisions of this Agreement.
- 1.9 In the event of default by the petitioner, his assigns, or successors in interest, the Agreement remains in full force and effect until the County elects to take one of the following actions: amend the Agreement in accordance with paragraph 1.10; terminate this Agreement, along with the approval of the petitioner's concept development plan, but leave the zoning in place; or rezone the un-platted portion of the parcel, described in Exhibit A, to a zone that the County determines to be more appropriate.
- 1.10 The parties may amend or modify the provisions of this Agreement and/or the concept development plan only by written instrument and after considering the recommendation of the County Planning Commission, which may hold a public meeting and obtain public input on the proposed amendment or modification if deemed warranted.
- 1.11 Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law.
- 1.12 This Agreement constitutes the entire Agreement between the parties.

## 2. Development

- 2.1 In addition to agreeing to the terms of this Agreement, the petitioner will develop the property according to the Concept Development Plan (CDP) attached hereto and marked as Exhibit B. The attached CDP may be refined and insignificantly modified but the general concept of the CDP shall not be changed without prior formal approval of the County.
- 2.2 The petitioner agrees that development consistent with the conceptual development plan will be subject to and part of a more specific and more detailed subdivision and/or plan review. Development inconsistent with the conceptual development plan will not be approved.
- 2.3 The petitioner acknowledges that, by entering into this Agreement, the County is not representing or guaranteeing that there are readily available services to support the entire project. Further, the petitioner agrees that no development shall be allowed unless the petitioner demonstrates the ability to provide water, sewer, and other necessary infrastructure in accordance with state laws, rules and regulations, and county codes.
- 2.4 The County will review more detailed development plans and will approve/issue land use and building permits based on compliance with applicable standards including, but not necessarily limited to, State Law, the Weber County Land Use Code, Building Code, and Health Regulations.

2.5 Developer agrees that all construction will utilize best management practices.

3. Density

Density shall not exceed 48 residential units housed within 12 four-plex structures as illustrated in Exhibit B. Lock-out units, as defined in the Weber County Land Use Code, are not permitted.

4. Structure Height

Structure heights shall be representative of those shown in Exhibit B and shall, in no case, exceed heights approved as part of Conditional Use Permit CUP2013-25.

Documents Attached:

Exhibit A (Property Description)

Exhibit B (Concept Development Plan and Architectural Renderings)

IN WITNESS WHEREOF, the Parties hereto, having been duly authorized, have executed this Agreement to be effective upon date of approval as identified by the signature date of the Weber County Commission.

Approved by the Parties herein undersigned this 9<sup>th</sup> day of May, 2017.

**Weber County Corporation**  
"County"

By: Jim Harvey  
James Ebert  
Vice Chair, Weber County Commission

**Ridge Utah Development Corporation**  
"Petitioner"

By: John Lewis  
Name: John Lewis  
Its: President

ATTEST:

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

CORPORATE ACKNOWLEDGMENT

State of UTAH )  
 ) ss.  
County of WEBER )

On this 24 day of MAY, in the year 2017, before me, KARY C. SERRANO  
a Notary Public in and for the State, personally appeared, JOHN L. LEWIS proved, on the basis of  
satisfactory evidence, to be the PRESIDENT of RIDGE DEVELOPMENT CORP corporation  
which executed the foregoing instrument, and that said instrument was signed on behalf of said corporation by  
authority of a Resolution of its Board of Directors that said corporation executed the same.

Witness my hand and official seal.

Kary C. Serrano  
Notary Public



APPROVED AS TO FORM:

Courtlan P. Erickson  
Weber County Attorney

5-3-17  
Date

# TOWN HOMES PARCEL

**Exhibit A**  
**1 of 1**

PART OF THE NORTHEAST 1/4 OF SECTION 27  
T7N, R1E, SLB & M, U.S. SURVEY  
EDEN  
WEBER COUNTY, UTAH

## BOUNDARY DESCRIPTION

A part of the Northeast Quarter of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian, beginning at the North Quarter Corner of said Section 27, said point also being on the south boundary line of Moose Hollow Phase 6; running thence

S 89°09'14" E	737.23 feet	along the monumented North Section line of said Section 27; also along the south boundary line of Moose Hollow Phase 6 and its extension; thence
S 68°46'53" E	379.75 feet	; thence
S 85°41'53" E	501.78 feet	to the southwest corner of Elkhorn Subdivision Phase 2 Lots 24 through 28 Amended; thence
S 89°07'48" E	256.48 feet	along the south boundary line of said Elkhorn Subdivision Phase 2 Lots 24 through 28 Amended; to northwest corner of Eagles Landing Phase 1, said point also being on a non-tangent curve; thence
Southerly	54.77 feet	along said curve to the left (Radius=40.00', Delta=78°27'32", Tangent=32.66', Chord=50.59', Chord Bearing=S00°32'31"W); to a non-tangent line; thence
S 00°00'00" E	179.51 feet	to a tangent curve to the right; thence
Southwesterly	340.15 feet	along said curve (Radius=270.00', Delta=72°10'58", Tangent=196.82', Chord=318.10', Chord Bearing=S36°05'32"W); to a non-tangent line; thence
S 72°11'05" W	197.69 feet	to a tangent curve to the left; thence
Southwesterly	126.01 feet	along said curve (Radius=255.00', Delta=28°18'46", Tangent=64.32', Chord=124.73', Chord Bearing=S58°01'40"W); to a non-tangent line; thence
N 36°56'23" W	232.69 feet	; thence
N 65°54'36" W	539.55 feet	; thence
N 67°23'35" W	605.82 feet	to the extension of the south line of Elkhorn Subdivision Phase 2, said line being also a boundary line agreement recorded as entry #2153286 in the records of Weber County; thence
N 89°07'48" W	175.22 feet	along said boundary line agreement; to the west section line of the Northeast Quarter of Section 27; thence
N 00°17'00" E	161.79 feet	along the said west section line of the Northeast Quarter; to the point of beginning.

CONTAINS: 698,684 SQ. FT. 16.040 ACRES



Exhibit B  
1 of 3

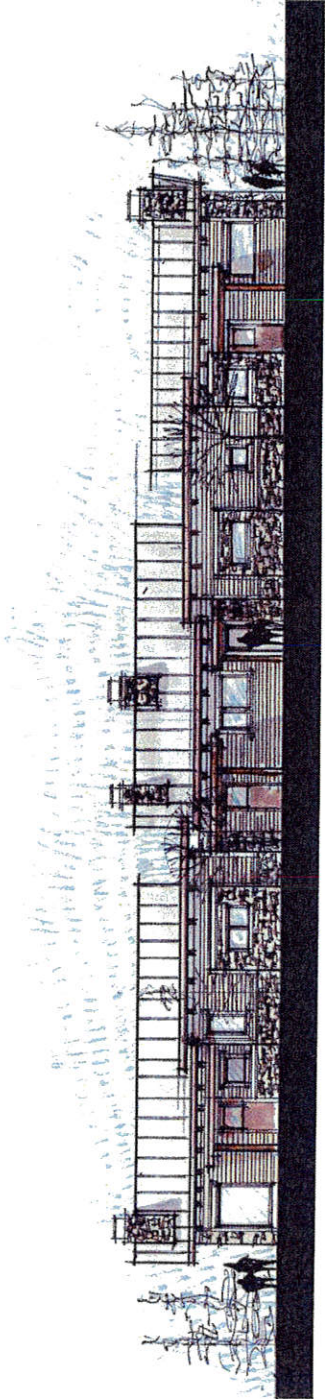
# THE RIDGE TOWNHOMES

JANUARY 2016

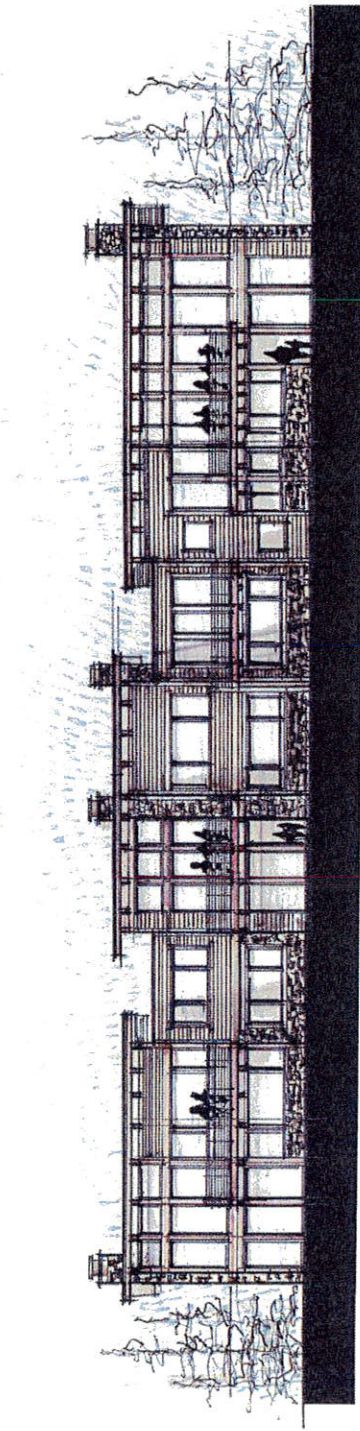


# Exhibit B

## 2 of 3



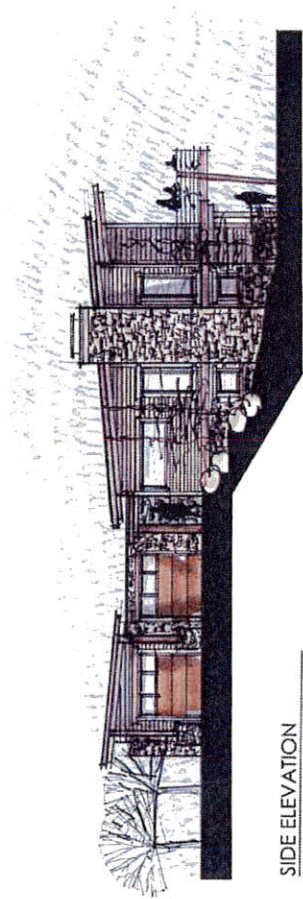
FRONT ELEVATION  
SCALE: 1/8" = 1'-0"



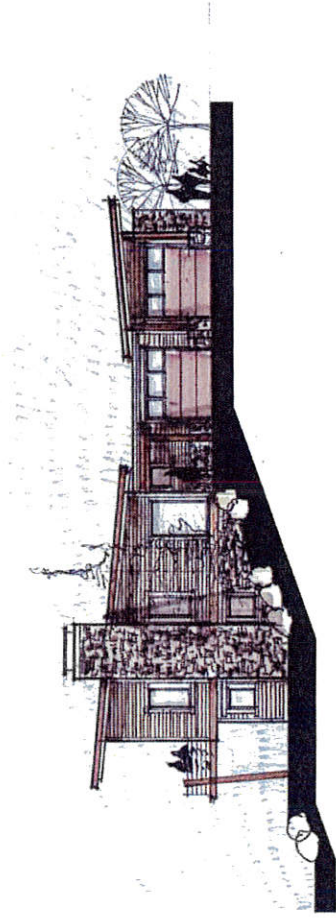
REAR ELEVATION  
SCALE: 1/8" = 1'-0"



# Exhibit B 3 of 3



SIDE ELEVATION  
SCALE: 1/8" = 1'-0"



SIDE ELEVATION  
SCALE: 1/8" = 1'-0"