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EH 2667670 PG 1 OF 10  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
10-DEC-13 12:51 PM FEE \$0.00 DEP SGC  
REC FOR: WEBER COUNTY PLANNING

C 2013-287

12-10

**WEBER COUNTY**

**ZONING DEVELOPMENT AGREEMENT**

**(TOWN HOMES PARCEL AMENDED CONCEPT DEVELOPMENT PLAN)**

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

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

**RECITALS:** Whereas, the petitioner seeks to rezone property generally located in the Northeast ¼ of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian within the unincorporated area of Weber County, Utah from Open Space Zone (O-1) to Forest Residential Zone (FR-3) for the purpose of: Constructing 12 four-plex dwelling units, which property consists of approximately 16 acres and is more particularly described in EXHIBIT A attached hereto and incorporated herein by this reference ("the property"); and

**WHEREAS,** the County seeks to promote the health, welfare, safety, convenience and economic prosperity of the inhabitants 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 of all or part of the County; and

**WHEREAS,** petitioner has requested that certain property be rezoned for purposes of allowing him or his designees to develop the property in a manner which has been outlined to the Planning Commission; and

**WHEREAS,** the petitioner considers it to his advantage and benefit for the County to review his petition for rezoning based upon having prior knowledge of the development that is proposed for the property so as to more completely assess its compatibility with the County's General Plan and for the area and the existing land use surrounding the property to be rezoned as described in Exhibit A; and

**WHEREAS,** the County is desirous of rezoning the property for the purpose of developing the property in the manner outlined to the county but does not feel that the property should be rezoned unless the development that the petitioner contemplates is commenced and completed on the property within an agreed upon reasonable time; and

**WHEREAS,** it is in the best interests of both the petitioner and the County that in the event the petitioner's project is not commenced, constructed and completed within a reasonable time that the zoning of the parcel described in Exhibit A be rezoned back to the zoning that existed prior to granting petitioners initial rezoning request.

**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 will rezone the property described in Exhibit A from Open Space Zone (O-1) to Forest Residential Zone (FR-3) for the purpose of allowing the petitioner to construct his conceptually pre-designed project on the subject property.
2. The petitioner will develop the subject property based on the Concept Development Plan attached hereto and marked as Exhibit B. The attached Concept Development Plan may be refined and modified but the

general concept of the plan will not be changed without prior formal approval of the County. The petitioner has received approval from the Weber County Commission on the designated project described in Exhibit B and has until the last day of February, 2017 to complete the project based on Weber County Ordinance 2006-15 as amended.

3. Petitioner acknowledges that if the project has not been completed within the time frame outlined above that he will request that the property be rezoned from Open Space Zone (O-1) to Forest Residential Zone (FR-3) and this document will serve as his request that the property be rezoned by the County. Petitioner understands that the County's granting of his rezoning petition is contingent upon him completing the project substantially as outlined in Exhibit B and within the time frame outlined in this agreement.
4. The petitioner agrees that only uses which fall within the general use types included in the approved Concept Development Plan and which comply with the Zoning Ordinance provisions, will be approved on the petitioned for property as part of a more specific and more detailed version of the approved Concept Development Plan. No other uses will be approved until or unless this Agreement and the approved Concept Plan are amended or voided.
5. The responsibilities and commitments of the petitioner and the County as detailed in this document, when executed, shall constitute a covenant and restriction, running with the land and shall be binding upon the petitioner/owner his assignees and successors in interest, and shall be recorded in the Office of the Weber County Recorder.
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. The County will issue land use permits for only those uses determined to be within the general land use types listed on the Concept Development Plan and more specifically on more detailed development plans for the project or major phase thereof submitted to and approved by the County.
8. The following conditions, occurrences or actions will constitute a default by the petitioner, his assigns or successors in interest:
  - a. failure to present a detailed development plan including proposed uses for the project, or a major phase thereof, gain County approval and obtain Land Use/Conditional Use and Building Permits and complete construction within the time periods specified in this Agreement.
  - b. disposing of the property for any other purpose than that approved by this Agreement, the concept development plan and general uses and any subsequent more detailed plans and uses approved by the County.
  - c. a written petition by the petitioner, his assigns or successors in interest, filed with the County seeking to void or materially alter any of the provisions of this Agreement.
9. In the event that any of the conditions constituting default by the petitioner, his assigns or successors in interest occur, the County finds that the public benefits to accrue from rezoning as outlined in this Agreement will not be realized.
 

In such a case, the County shall examine the reasons for the default and lack of progress or proposed major change of plans, and either approve an extension of time or major change to the concept plan or initiate steps to revert the zoning designation to its former zone.
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 hearing to obtain public input on the proposed amendment or modification if deemed warranted.

- 11. 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 to its former zone designation as a result of default.
- 12. Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law.
- 13. In the event that legal action is required in order to enforce the terms of this agreement, the prevailing party shall be entitled to receive from the faulting party any costs and attorney's fees incurred in enforcing this agreement from the defaulting party.
- 14. 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 (FR-3 Zoning Description)
- Exhibit B (Amended (2013) Concept Development Plan)

Approved by the parties herein undersigned this 10<sup>th</sup> day of December, 2013

John Lewis, President, Capon Capital.  
 Developer

CORPORATE ACKNOWLEDGMENT

State of Utah)  
 ss  
 County of Weber)

On the 10<sup>th</sup> day of December A.D. 2013

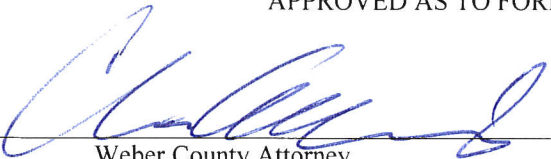
personally appeared before me JOHN L. LEWIS duly sworn, did say that he/she is the President of CAPON CAPITAL, the corporation which executed the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of a Resolution of its Board of Directors that the said corporation executed the same.

Kary C. Serrano  
 Notary Public

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



APPROVED AS TO FORM:

  
\_\_\_\_\_  
Weber County Attorney

12/10/13  
\_\_\_\_\_  
Date

APPROVED:

  
\_\_\_\_\_  
Chair, Weber County Commission

\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
Weber County Clerk

## Exhibit A

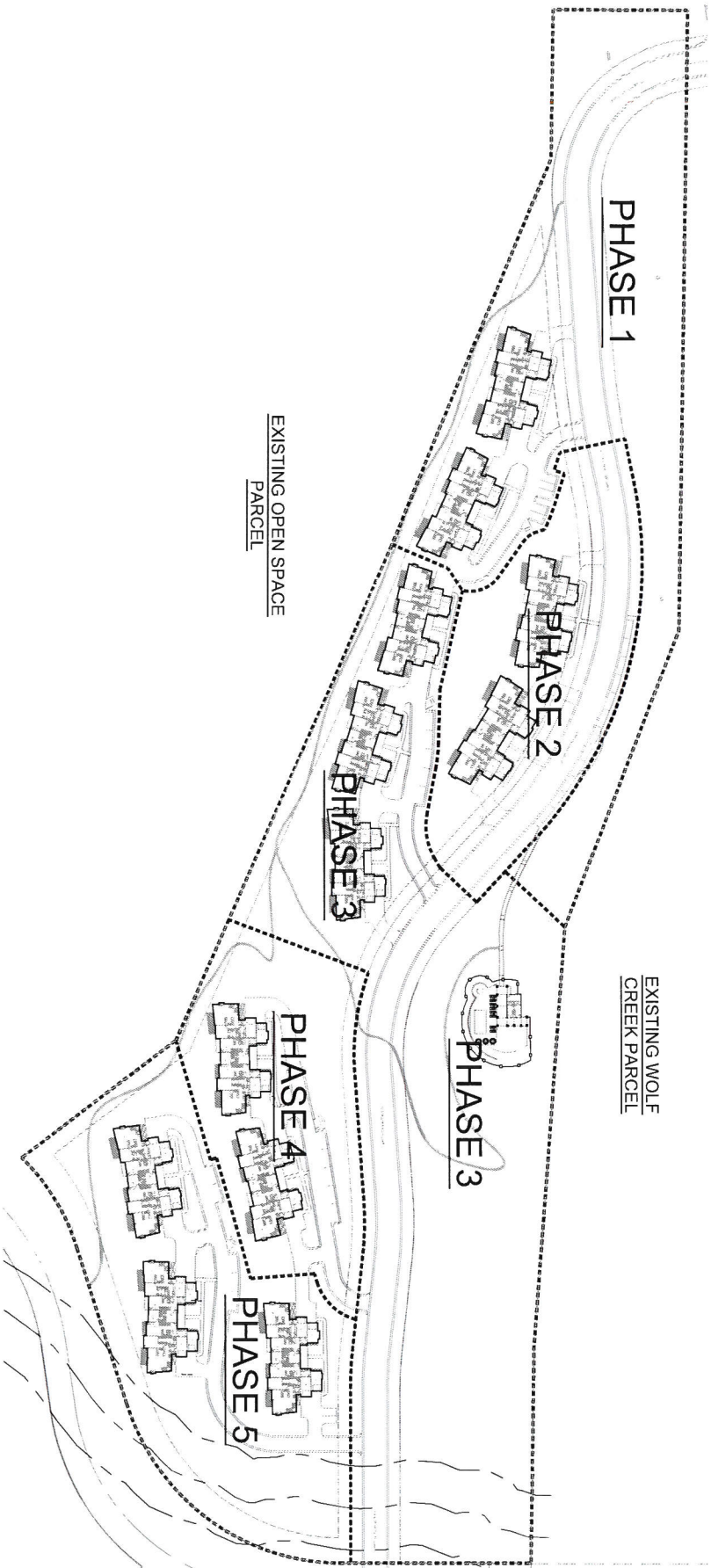
### Legal Description

A part of the Northeast Quarter of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian beginning at a point on the South line of Elk Horn Subdivision Phase 2 said point being S.  $00^{\circ}27'53''$  W. along the section line 163.46 feet and N  $89^{\circ}07'48''$  W 806.75 feet from the Northeast Corner of said Section 27, T7N, R1E, SLB&M; thence the following courses: South 229.51 feet to a tangent curve; thence Southwesterly 340.16 feet along said curve to the right to a tangent line (R=270.00' Delta= $72^{\circ}11'05''$  T=196.83' CH=318.10' CHB=S  $36^{\circ}05'32''$  W); thence S  $72^{\circ}11'05''$  W 197.69 feet to a tangent curve; thence Southwesterly 126.01 feet along said curve to the left to a non-tangent line (R=255.00' Delta= $28^{\circ}18'49''$  T=64.32' CH=124.73 CHB=S  $58^{\circ}01'40''$  W); thence N  $36^{\circ}56'23''$  W 232.69 feet; thence N  $65^{\circ}54'36''$  W 539.55 feet; thence N  $67^{\circ}23'35''$  W 604.07 feet; thence N  $89^{\circ}07'48''$  W 176.96 feet to the West line the East half of said section 27; thence N  $00^{\circ}16'53''$  E 162.05 feet along the west line of the east half of said section 27 to the North quarter corner of said section 27; thence S  $89^{\circ}09'42''$  E 738.12 feet along the north line of said section 27; thence S  $68^{\circ}46'53''$  E 378.92 feet; thence S  $85^{\circ}37'27''$  E 500.94 feet to the Southwest corner of Elk Horn Phase 2; thence S  $89^{\circ}07'48''$  E 256.89 feet along the south line of Elk Horn Phase 2 to the point of beginning.

Contains: 698,551 sq. ft. / 16.03 acres

## **Exhibit B**

### **Amended Concept Development Plan**



PHASING NOTE:  
 1. PHASE BOUNDARIES ARE APPROXIMATE AND MAY BE ADJUSTED PER MARKET CONDITIONS OR INFRASTRUCTURE FEASIBILITY. ALL PHASE OF DEVELOPMENT WILL BE CONSTRUCTED TO PROVIDE MINIMUM STANDARDS FOR FIRE SAFETY AND INFRASTRUCTURE REQUIREMENTS.

PHASE DATA:  
 PHASE 1: 8 UNITS / 21 PARKING STALLS  
 PHASE 2: 8 UNITS / 28 PARKING STALLS  
 PHASE 3: 12 UNITS / 29 PARKING STALLS & POOL/SPA FACILITY  
 PHASE 4: 8 UNITS / 21 PARKING STALLS  
 PHASE 5: 12 UNITS / 31 PARKING STALLS

DEVELOPMENT DATA:  
 -PROJECT AREA: 16.03 ACRES  
 -PROPOSED USES: 48 TOWNHOME UNITS (12 - 4 PLEX UNITS) 500 S.F. POOL HOUSE W/ POOL, SPA AND POOL DECK  
 -PARKING: 130 TOTAL  
 -48 GARAGE STALL  
 -48 DRIVEWAY SPACES  
 -34 GUEST/POOL SURFACE STALLS  
 -OPEN SPACE: 10.11 AC. (63.10%)

# THE RIDGE TOWNHOMES

WEBER COUNTY, UT

P.R.U.D.  
 APPROVAL  
 WEBER COUNTY, UT



DATE:	OCTOBER 2013
PROJECT:	028
DRAWN BY:	MP
REVIEWED BY:	LE
VERSION:	PKL0
REVISIONS:	

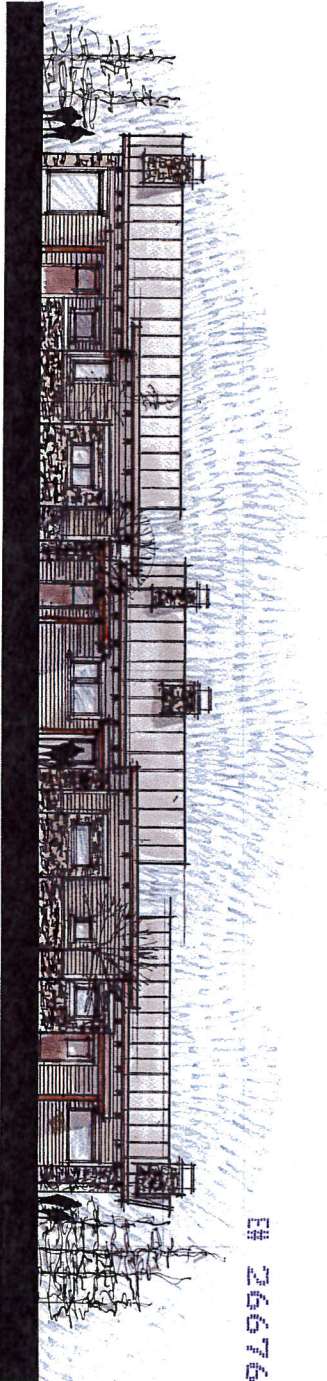
SHEET TITLE:  
**OVERALL PHASING PLAN**  
 SHEET NUMBER:  
**P1.0**



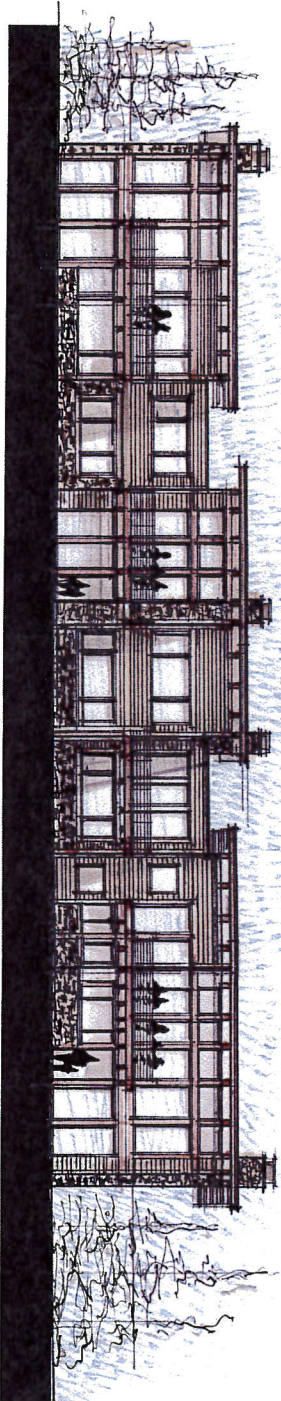


EXISTING WOLF CREEK GOLF COURSE



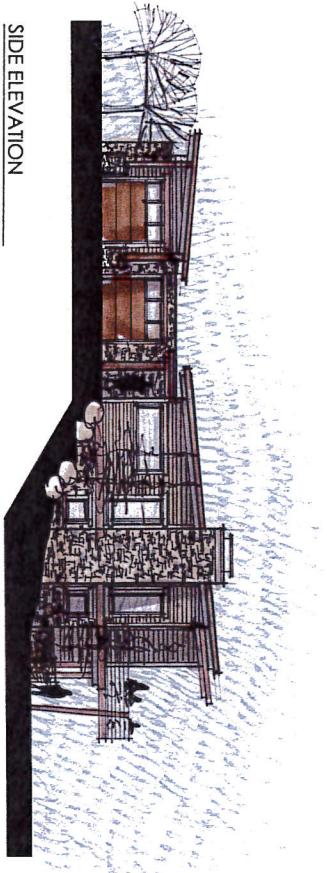


FRONT ELEVATION  
SCALE: 1/8" = 1'-0"

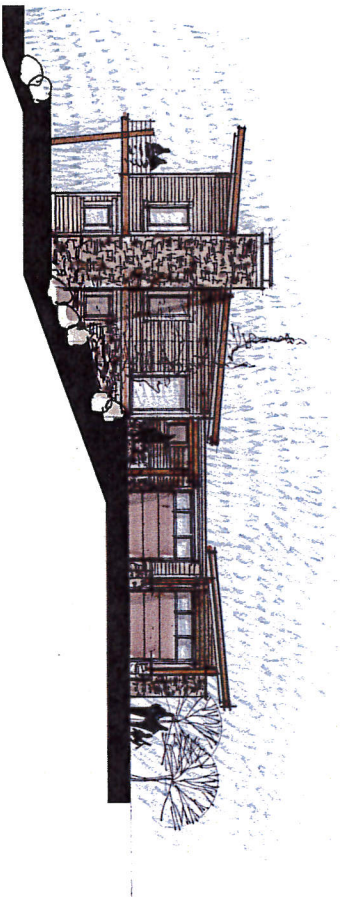


REAR ELEVATION  
SCALE: 1/8" = 1'-0"

THE RIDGE TOWNHOMES  
FRONT AND REAR ELEVATIONS  
SCALE: 1/8" = 1'-0"



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



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