

ZONING DEVELOPMENT AGREEMENT (ZDA)
FOR THE
DON SHAW SUBDIVISION NO. 1 – 1st AMENDMENT

WHEN RECORDED, RETURN TO

**ZONING DEVELOPMENT AGREEMENT (ZDA)
FOR THE
DON SHAW SUBDIVISION NO. 1 – 1ST AMENDMENT
WEBER COUNTY, UTAH
DATED _____, 2024**

THIS ZONING DEVELOPMENT AGREEMENT (“ZDA”) is made and entered as of the ____ day of _____, 2023, by and between Weber County, a political subdivision of the State of Utah (“County”), and Craig Oberg (“Property Owner”), as the owner and developer of residential property known as Don Shaw Subdivision No. 1 – 1ST Amendment (the “Project”). The County and Property Owner are sometimes collectively referred to in this ZDA as the “Parties.”

RECITALS

- A. Property Owner is the owner of approximately 5.355 acres of real property located within the unincorporated boundaries of the County as more fully described in Exhibit A (the “Property”) and mapped in Exhibit B on which it proposes to develop the Project.
- B. Property Owner, or the successors or heirs of the Property, is willing to design and construct the Project in a manner that is in harmony with, and is intended to promote, the long range policies, goals, and objectives of the Ogden Valley Planning Area’s general plan, zoning, and development regulations in order to receive the benefits of vesting for certain uses and zoning designations under the terms of this ZDA, as more fully set forth below.
- C. Property Owner and the County desire that the Property is developed in a unified and consistent fashion pursuant to memorializing a relationship between them with regard to certain transactions, entitlements, dedications, and other requirements that are necessary for the Project.
- D. Development of the Property will include all or part of the Intended Uses, as specified in this ZDA and according to County Code.
- E. Development of the Project as an open space easement to this ZDA is acknowledged by the parties to be consistent with the Act, and the Code, and operate to the benefit of the County, Property Owner, and the general public.
- F. The Board of County Commissioners has reviewed this ZDA and determined that it is consistent with the Act, the Code as applied to the Property.
- G. Development of the Property pursuant to this ZDA will result in significant benefits to the County by providing economic growth, a diversity of uses and service, socially sustainable development practices, and assurances to the County that the Property will be developed in accordance with this ZDA.

- H. Development of the Property pursuant to this ZDA will result in significant benefits to the Property Owner by providing assurances to Property Owner that it will have the ability to develop the Property in accordance with this ZDA.
- I. Property Owner and the County have cooperated in the preparation of this ZDA.
- J. The parties desire to enter into this ZDA to specify the rights and responsibilities of the Property Owner to develop the Property as part of the Project as expressed in this ZDA and the rights and responsibilities of the County to allow and regulate such development pursuant to the requirements of the ZDA.
- K. The parties understand and intend that this ZDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann., §17-27a-102.

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 County and Property Owner hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits/Definitions.

1.1. Incorporation. The foregoing Recitals and Exhibits are hereby incorporated into this ZDA.

2. Effective Date, Expiration, Termination.

2.1. Effective Date. The Effective Date of this Agreement is the latter of:

2.1.1. The last date upon which it is signed by any of the Parties hereto;

2.1.2. The recordation of this Agreement; or

2.1.3. The recordation of the rezone ordinance to which this Agreement is associated and inextricably linked.

2.2. Term and Expiration.

2.2.1. Term of Agreement Related To Development of the Property. The term of this ZDA as it relates to the development of the Property or the establishment of new uses on the Property shall be ten years from the date of adoption.

2.3. Termination. This Agreement may be terminated by mutual written agreement of the Parties to this Agreement.

3. Zoning and Lot Development Standards

3.1. County agrees to allow reduced lot development standards as long as the Property Owner dedicates a conservation easement to an appropriate third party and no additional development lots are created. All lots dedicated for conservation shall be noted as such on the plat.

3.2. All lots shall be subject to all lot development standards of the A-1 zone.

4. Amendment. Any future amendments to this ZDA shall be considered as Modification Applications subject to the following processes.

4.1. Who may Submit Modification Applications. Only the County and Property Owner or an assignee that succeeds to all of the rights and obligations of Property Owner under this ZDA (and not including a Subdeveloper) may submit a Modification Application.

5. Miscellaneous Provisions.

5.1. Entire Agreement. This ZDA, and all Exhibits thereto, 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.

5.2. Headings. The captions used in this ZDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

5.3. No Third Party Rights/No Joint Venture. This ZDA does not create a joint venture relationship, partnership or agency relationship between the County and Property Owner. Further, the parties do not intend this ZDA to create any third-party beneficiary rights. The parties acknowledge that this ZDA refers to a private development and that the County has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the County has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the County's.

5.4. Assignability. The rights and responsibilities of Property Owner under this ZDA may be assigned in whole or in part by Property Owner.

5.4.1. Assignee Bound by this ZDA. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this ZDA as a condition precedent to the effectiveness of the assignment.

5.5. Binding Effect. If Property Owner sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, and Intended Uses as applicable to such Parcel and be subject to the same limitations and rights of the County when owned by Property Owner and as set forth in this ZDA without any required approval, review, or consent by the County except as otherwise provided herein.

5.6. No Waiver. Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

5.7. Severability. If any provision of this ZDA is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this ZDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this ZDA shall remain in full force and affect.

5.8. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this ZDA which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

- 5.9. **Mutual Drafting.** Each party has participated in negotiating and drafting this ZDA and therefore no provision of this ZDA shall be construed for or against either party based on which party drafted any particular portion of this ZDA.
- 5.10. **Applicable Law.** This ZDA is entered into in Weber County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.
- 5.11. **Venue.** Any action to enforce this ZDA shall be brought only in the Second Judicial District Court for the State of Utah, Weber County.
- 5.12. **Recordation and Running with the Land.** This ZDA shall be recorded in the chain of title for the Project. This ZDA shall be deemed to run with the land.
- 5.13. **Authority.** The parties to this ZDA each warrant that they have all of the necessary authority to execute this ZDA. Specifically, on behalf of the County, the signature of the Chair of the Board of County Commissioners for the County is affixed to this ZDA lawfully binding the County. This ZDA is approved as to form and is further certified as having been lawfully adopted by the County by the signature of the County Attorney.

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

PROPERTY OWNER

Craig Oberg

Approved as to form and legality:

Chris Crockett, Deputy County Attorney

COUNTY

Weber County

By: James Harvey, Chair
Board of County Commissioners

Attest:

Ricky Hatch, CPA, Clerk/Auditor

PROPERTY OWNER ACKNOWLEDGEMENT

STATE OF UTAH

COUNTY OF WEBER

On the _____ day of _____, 2024, personally appeared before me
_____ who being duly sworn, did say that he is Craig Oberg, and that the foregoing
instrument was duly authorized by the property owners signed in behalf of said property owners.

NOTARY PUBLIC

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	General Map of Legal Description
Exhibit "C"	Dedication of Open Space Easement/Agreement With Land Trust

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "B"
GENERAL MAP OF LEGAL DESCRIPTION

EXHIBIT "C"
DEDICATION OF OPEN SPACE EASEMENT/AGREEMENT WITH LAND TRUST