

E# 3328294 PG 1 OF 22

LEANN H KILTS, WEBER CTY. RECORDER 08-JUN-24 1142 AM FEE \$.00 SED REC FOR: WEBER COUNTY PLANNING

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

and

Pat Burns, 2020 LLC

List of Attachments

Attachment A: Project Area Legal Description and Graphic Depiction

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DEVELOPMENT AGREEMENT

Longhorn Estates Subdivision

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and Pat Burns, 2020 L.L.C, ("Developer"), known together herein as the "Parties."

RECITALS

WHEREAS, The Developer desires and intends to develop a residential subdivision (the "Project") in the unincorporated area of Weber County, and

WHEREAS, The Developer's objective is to develop no more than 116 single-family dwelling lots that complement the character of the community and is financially successful; and

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; and

WHEREAS, The Project is currently zoned Agricultural (A-2) 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 concept plan showing the layout of the Project is contained in **Attachment B** Concept 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 latter of:
 - 1.1.1. The last date upon which it is signed by any of the Parties hereto;
 - 1.1.2. The recordation of this Agreement; or
 - **1.1.3.** The recordation of the rezone ordinance to which this Agreement is associated and inextricably linked.
- **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.
- **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 10 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 the same meaning as provided by the Code. When consistent 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 apply 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. Agreement.** "Agreement" means this Development Agreement between the County and Developer, approved by the Board of County Commissioners, and executed by the undersigned.
- **2.2.** Code. "Code" means the Weber County Code.
- 2.3. County. "County" means Weber County, Utah.
- **2.4. Developer.** "Developer" means 2020 LLC or its Assignees as provided in Section 8 of this Agreement.
- 2.5. Effective Date. "Effective Date" has the meaning set forth in Section 1 of this Agreement.
- 2.6. 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 governmental or judicial authority.
- 2.7. Parties. "Parties" means the Developer and the County.
- 2.8. Project. "Project" means development on the Project Site.
- 2.9. Project Site. "Project Site" means the land area on which the Project will be sited, as more specifically described in Attachment A: Project Area Legal Description and Graphic Depiction.
- **2.10.** 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.
- **2.11. Substantial Completion.** "Substantial Completion" means the Project is constructed, installed, and valid approval is obtained from the county.
- **2.12. Transferee.** A party to which the Project is transferred or assigned in part or in whole. "Assignee" shall also mean the same.

3. Project Description.

The project is described by legal description in Attachment A.

4. Project Location and Illustration.

The Project is located at approximately 670 South, 7100 West, and is conceptually illustrated in Attachment B.

5. Vesting.

- 5.1. 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.
- Neither the County nor any department or agency of the County shall impose upon the Project 5.2. (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.
- 5.3. 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), it progeny, or any other exception to the doctrine of vested rights recognized under State or Federal laws.
- 5.4. 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 including.

6. Development Standards.

- **6.1. Lot Development Standards.** The use of the Project shall be developed in a manner that is consistent with the development standards of the R1-15 zone.
- 6.2. Public Improvements Required within Vaquero Village Phase 1. The Parties acknowledge that the development of the Project is contingent on Developer satisfactorily completing, at the discretion of the County, infrastructure within the adjacent subdivision known on the County Recorder's records as Vaquero Village Cluster Subdivision, together with any of its amendments. Developer agrees to complete the following prior to recordation of any subdivision plat within the Project. Developer further agrees that the cost to provide the following improvements shall be included in the subdivision escrow and escrow agreement for the first subdivision plat within the Project.

6.2.1. Street Right-of-way Improvements.

- 6.2.1.1. A ten-foot wide concrete or asphalt pathway shall be installed within the 7100 West public right-of-way. Alternatively, if an easement can be acquired from affected lot owners, the 10-foot wide pathway may be located within a designated pathway easement immediately adjacent to the 7100 West public right-of-way.
- **6.2.1.2.** A sewer line shall be installed through Vaquero Village so that the homeowners within Vaquero Village may connect.
- 6.2.1.3. Downward directed and fully shielded street lights shall be installed on both the northeast and northwest corners of 7100 West Street and 900 South Street.
- 6.2.1.4. A push-button activated battery powered and solar charged rapid flashing beacon mechanism, and signage, shall be installed on both sides of 900 South Street at the intersection of 7100 West. Developer shall paint a crosswalk across 900 South Street, and install or cause to be installed warning signage for both directions that indicates the crossing placed at an advanced distance ahead of the crossing pursuant to the speed of the street, as determined by the County Engineer.

6.2.2. Secondary Water System

- 6.2.2.1. The secondary water system shall conform to all requirements of section 106-4-2.010 of the Weber County Code.
- 6.2.2.2. The secondary system shall be redesigned to conform to the private water system industry standards and approved by the County Engineer and the culinary water authority.

6.2.3. Stormwater Detention and Management

- **6.2.3.1.** Drainage canals shall be provided to prevent water from pooling on the west and east edges of the subdivision.
- 6.2.3.2. Drainage canals shall be designed to move water from the west and east edge of the Vaquero Village subdivision and shall be connected to a functioning drainage that is connected to the larger regional drainage canal.

6.2.4. Landscaping

6.2.4.1. Developer agrees that the landscaping of Parcel A of Vaquero Village Cluster Subdivision shall be included in the escrow and escrow

agreement, and that landscaping shall completed before conditional acceptance of improvements in Longhorn Estates.

6.3. Public Improvements Required in Longhorn Estates

6.3.1. Street right-of-way and improvements

- **6.3.1.1.** Developer agrees to provide secondary access to the subdivision pursuant to county code and fire authority requirements.
- **6.3.1.2.** Developer agrees to construct the secondary access roads and enter into a maintenance agreement for the secondary access roads.
- 6.3.1.3. Developer agrees to provide a traffic study with the first subdivision application. The traffic study shall provide for the entire Project at buildout.
- 6.3.1.4. Developer is responsible for the construction of a 10' paved pathway built within a 30' pathway easement that runs parallel to the northern canal. The pathway shall extend from east to west for the length of the Project. Alternatively, the Developer may install the 10-foot paved pathway on the parcel that contains the canal, provided a written agreement is provided to the County from the owner(s) of the canal, and the pathway extends all the way to 7500 West.
- **6.3.1.5.** Developer hereby volunteers to follow the connectivity standards as provided in Section 106-2-4.030.
- **6.3.1.6.** Street adjacent pathways and mid-block pathways shall be dedicated and constructed to conform to section 106-2-4.030.
- 6.3.1.7. The streets shall be lined with trees, spaced at a distance so that, at maturity, their canopies converge. The trees shall be of a species that are deep-rooted and have a high likelihood of survival, given the unique characteristics of the soils. Developer shall install or cause to be installed sufficient soils, soil nutrients, and irrigation mechanisms to ensure tree health. Trees, soils, soil nutrients, and irrigation mechanisms shall be provided in the escrow and escrow agreement of each subdivision within the Project.
- **6.3.1.8.** Developer agrees to install streets designed as illustrated in Attachment C.
- **6.3.1.9.** Developer agrees to follow the prescribed right-of-way widths and alignments of the Western Weber General Plan.

6.3.2. Landscaping

- 6.3.2.1. The developer shall create an HOA landscape review board for the enforcement of Code Section 108-7-12 Water-Wise Landscaping.
- **6.3.2.2.** Each lot owner shall submit an HOA-approved landscape plan with the building permit application for the primary structure.
- 6.3.2.3. The developer agrees to create an HOA. The association shall be given the responsibility and authority to review and approve all final landscape proposals and shall enforce the same. The HOA shall also be responsible for landscape maintenance along all pathways and pathway easements.

6.4. Parks and Open Space

6.4.1. Voluntary Contributions

6.4.1.1. The Parties agree that as part of the mutual consideration of this agreement and the rezone to which it is linked, the Developer will make a donation to the local park district before the final plat recordation. This donation may be actual funds, in-kind contribution, or any other equitable arrangement as mutually agreeable by the park district and developer, as evidenced in writing to the County from the park district. Unless specified in writing otherwise by the Park District, Developer agrees that this donation shall be \$7,500 per lot, and shall be paid to the district prior to recordation of the applicable subdivision plat.

6.5. Developer Performance

6.5.1. Subdivision Improvement Completion

- 6.5.1.1. All unfinished and inoperable subdivision improvements within the Vaquero Village Cluster Subdivision Phase 1 shall be completed and made operable prior to recordation of the first plat in the Project.
- **6.5.1.2.** As a result of default, the zoning classification shall revert back to its previous (A-2) classification.

6.5.2. Subdivision plat amendment of Vaquero Village Cluster Subdivision

6.5.2.1. Developer agrees to re-plat and pay all subdivision fees to amend the Vaquero Village Cluster Subdivision Phase 1 plat into a non-cluster subdivision. In the event Developer cannot get all applicable owners to sign the amended plat, County agrees that only those lots with owners willing to sign shall be included in the amended plat. This shall occur prior to the recordation of the first subdivision within the Project.

7. 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.

- 7.1. 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 without amending the Agreement.
- 7.2. 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.
 - 7.2.1. 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.

7.2.2. De Minimis Changes. Other de Minimis changes requested by the Developer, which are reasonably consistent with the intent of this agreement and the R1-15 Zone, and are routine and uncontested.

8. General Provisions.

- **8.1. Assignability.** The rights and responsibilities of Developer under this Agreement may be assigned as provided herein.
 - **8.1.1.** Total Assignment of Project and Project Site. The Developer, as the landowner of the Project Site at the time of the execution of this Agreement, may sell, convey, reassign, or transfer the Project Site or Project to another entity at any time, provided any division of land, if applicable, and complies with County Laws.
- **8.2. 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.
- **8.3. 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.
- **8.4. 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.
- 8.5. 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.
- 8.6. 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.
- **8.7. 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.

9. Notices.

- **9.1. 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.
- 9.2. 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:

2702 N Burns Lane, North Ogden, UT 84404

9.3. 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.

10. Default and Remedies.

- 10.1. 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.
- **10.2.** 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.
- 10.3. Dispute Resolution Process.
 - 10.3.1. 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.
 - **10.3.2. 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.

11. 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.

12. 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)

SIGNATURES

"County"
Weber County, a body corporate and politic of the State of Utah

James H. "Jim" Harvey

Chair, Weber County Commission

DATE: 3 36 2034

ATTEST: Rioly D- Hatol

Ricky D. Hatch, &PA

Weber County Clerk/Auditor



"Owner" Nathan Combs, 2020 LLC					
Print Name: Nathan Cowbs					
DATE: 5/15/24					
Developer Acknowledgment					
State of Utah)					
)ss. County of Weber)					
On the 5th day of					
N N	EXANDER G. OWENS otary Public, State of Utah Commission # 731818 My Commission Expires June 26, 2027 EXANDER G. OWENS Otary Public, State of Utah Commission # 731818 Wy Commission Expires June 26, 2027				
My Commission Expires:	Notary Public, residing in				

"Developer" Pat Burns, Lync Construction LLC					
Ву:					
Print Name: Pat Burns					
Title: Manager					
DATE: 05/14/24					
Developer Acknowledgment					
State of Utah)					
)ss.					
County of Weber)					
On the Pat Burns of May of , 2014, personally appeared before me the Manager of Lync Construction, LLC , a limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company by authority of its members or its articles of organization; and said person acknowledged to me that said limited liability					
company executed the same. ALEXANDER G. OWENS Notary Public, State of Utah Commission # 731818 My Commission Expires June 26, 2027	Jolel ac Carrativ				
	AACDEN CONNIT				
My Commission Expires:	Notary Public, residing in				

Attachment A - Legal Description and Graphic Representation



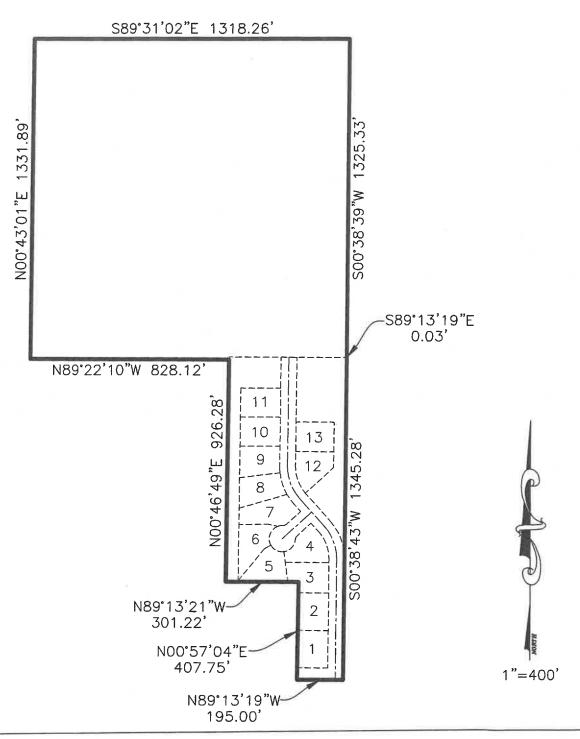
WEBER COUNTY, UTAH JOB NO. 6298-23 3-14-2024

PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 14; THENCE NORTH 89°12'57" WEST 195.00 FEET; THENCE NORTH 00°57'04" EAST 407.75 FEET; THENCE NORTH 89°13'21" WEST 301.22 FEET; THENCE NORTH 00°46'49" EAST 926.28 FEET; THENCE NORTH 89°22'10" WEST 828.12 FEET; THENCE NORTH 00°43'01" EAST 1331.89 FEET; THENCE SOUTH 89°31'02" EAST 1318.26 FEET; THENCE SOUTH 00°38'39" WEST 1325.33 FEET; THENCE SOUTH 89°13'19" EAST 0.03 FEET; THENCE SOUTH 00°38'43" WEST 1345.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 52.689 ACRES.

EXHIBIT





Reeve & Associates, Inc. 5160 \$ 1500 W, RIVERDALE, UTAH 84405

5160 S 1500 W, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve.co
LAND PLANNERS * CIVIL ENGINEERS * LAND SURVEYORS
TRAFFIC ENGINEERS * STRUCTURAL ENGINEERS * LANDSCAPE ARCHITECTS

Project Info.

Designer: N. ANDERSON

Date: 3-14-2024

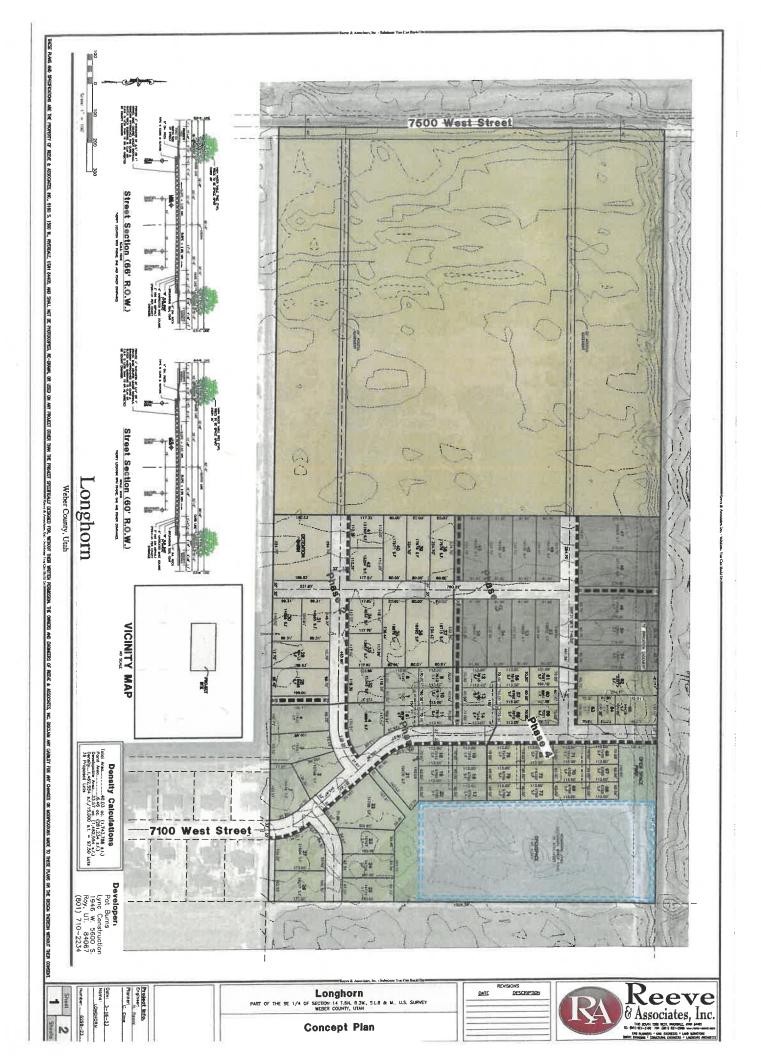
Name: EXHIBIT

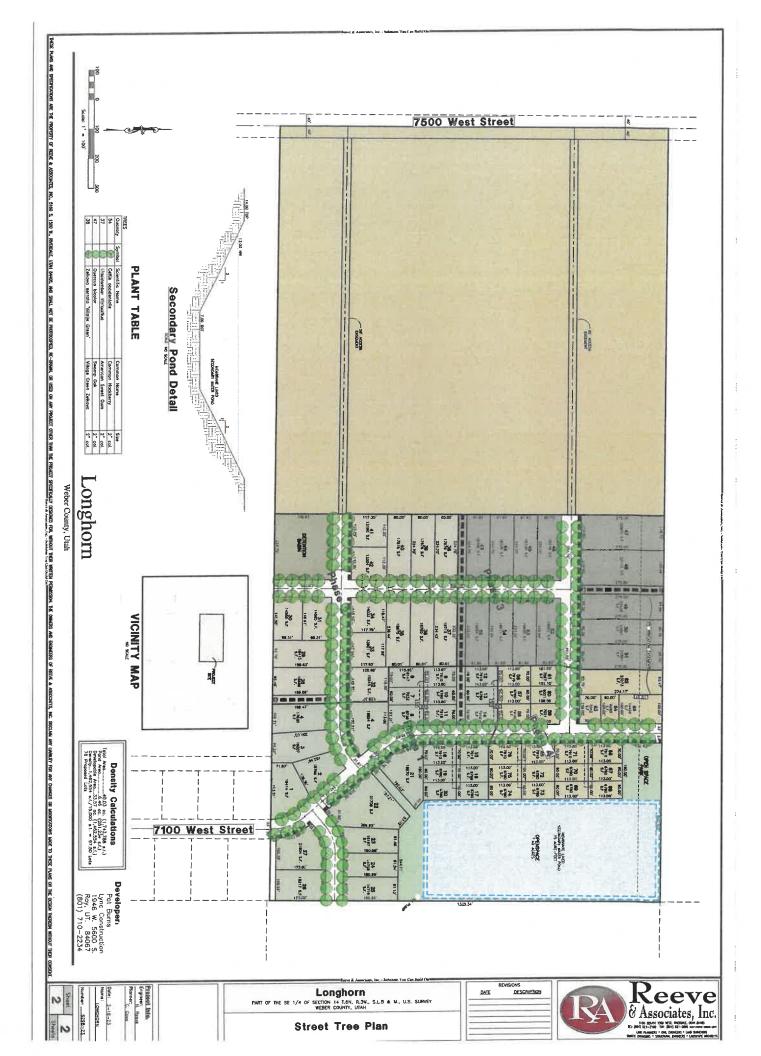
Number: 6298-23

Scale: 1"=400'

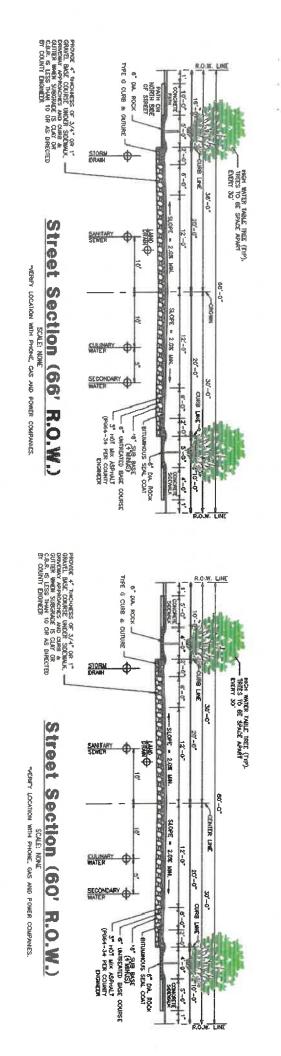
Attachment B - Concept Plan Details

See next page





Attachment C - Right-of-Way Cross Sections Insert Updated Street Cross Sections Here



Attachment D - Concept Pathway Layout

