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LEANN H KILTS, WEBER COUNTY RECORDER
26-SEP-18 1002 AM FEE \$.00 DEP DC
REC FOR: WEBER COUNTY PLANNING

WEBER COUNTY

ZONING DEVELOPMENT AGREEMENT THIRD AMENDMENT

8/28/2018

PARTIES: The parties to this Zoning Development Agreement (this "Agreement") are Eden Valley Development LLC ("the Petitioner") and Weber County Corporation ("the County").

EFFECTIVE DATE: The effective date of this Agreement will be the date upon which the Weber County Commission ("the Commission") signs the Agreement.

RECITALS: Whereas, the Petitioner has previously rezoned property generally located at 3300 North Wolf Creek Drive within the unincorporated area of Weber County, Utah from the Agricultural Valley-3 (AV-3) Zone to the Residential RE-15 and Open Space (O-1) Zone for the general purpose of a Residential Subdivision which property consists of approximately 145 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, safety, welfare, 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 Petitioner has requested that the Property continue to be zoned RE-15 and O-1 for the purpose of allowing the Petitioner, or a designee or successor in interest, to develop the property in the manner that has been illustrated and described to the County; and

WHEREAS, the Petitioner considers it to its advantage and benefit for the County to review its petition, to maintain the existing RE-15 and O-1 zoning, and amend the Agreement based upon having prior knowledge of the development that is proposed so as to more completely assess its compatibility with the General Plan and the area surrounding the Property described in Exhibit A; and

WHEREAS, the County desires to maintain the RE-15 and O-1 zoning on the Property for the purpose of developing the Property in the manner illustrated and described, but the County does not feel that the property should maintain its zoning unless development of the Property is consistent with the terms of the Agreement and project completion is pursued in good faith; and

WHEREAS, the County Commission, after receiving a recommendation from the Ogden Valley Planning Commission, has determined that the proposed development continues to conform to the goals and objectives of the Ogden Valley General Plan and continues to be a benefit to the parties involved;

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

1. The County will maintain, barring any uncured default by the Petitioner after receiving written notice of the alleged default from the County, the zoning of the property described in Exhibit A which was rezoned from Agricultural Valley-3 (AV-3) to Residential RE-15 and Open Space (O-1) Zone for the purpose of allowing the Petitioner to construct its pre-designed project on the Property.
2. The Petitioner will develop the Property based on the concept development plan attached hereto and marked as Exhibit B (which provides for a total of up to 96 residential lots on the Property, which does not include the ten residential lots that have been platted, known as Eagles Landing). The attached plan may be refined and minimally modified but the general concept of the plan shall

ZDA 2018-02

not change without prior formal approval of the County. The Petitioner has until June 30, 2028 to complete the project described in Exhibit B.

3. The Petitioner understands that the County's willingness to maintain the zoning is contingent upon it completing the project as illustrated and described in Exhibit B. Further, the Petitioner acknowledges and agrees that, if project completion is not pursued in good faith prior to June 30, 2028, it may request that the Property be rezoned from Residential RE-15 and Open Space (O-1) to Agricultural Valley -3 (AV-3).
4. The Petitioner agrees to grant to the County, a temporary emergency access easement as well as a public pedestrian trail easement that extends through the Petitioner's property as described on Exhibit C. The Petitioner agrees to ensure that both access points to the public pedestrian trail will remain accessible to the public. The Petitioner agrees that the trail will remain public as long as the zoning of Petitioner's Property as Residential RE-15 and Open Space (O-1) remains in effect pursuant to this Agreement. If the County changes the zoning of Petitioner's Property to agricultural use or if the Property otherwise loses its development rights as set forth in this Agreement, then both the emergency access easement and public pedestrian trail easement shall automatically terminate. In such event, Petitioner shall be entitled to block public access to and use of such easements. The Petitioner agrees to construct the road surface of the emergency access easement to a standard approved by the Weber County Fire District, until the remaining development occurs and results in a fully improved street and pedestrian trail. The Petitioner agrees to construct the emergency access easement within 6 months from date this agreement is executed. The Petitioner agrees to execute the emergency access and public trail easements at the time of recording this amended zoning development agreement. The Petitioner agrees to provide signage describing the location of both the emergency access easement and the public trail easement and their purposes.
5. The responsibilities and commitments of the Petitioner and the County, as detailed in this Agreement when executed, shall constitute a covenant and restriction running with the land and shall be binding upon the Petitioner and its assignees and successors in interest.
6. Both parties recognize the advantageous nature of this Agreement which provides for the accrual of benefits and protection of interests of both parties; therefore, the parties acknowledge that the Agreement will be recorded in the Office of the Weber County Recorder.
7. The following conditions, occurrences, or actions constitute a default by the Petitioner:
 - a. Failure to comply with the terms of this Agreement after receiving written notice from the County describing the alleged default or breach in reasonable detail, and Petitioner fails to cure the default or breach within sixty (60) days after receiving such notice.
 - b. Disposing of the property for any other purpose than that approved by this Agreement.
8. In the event of Petitioner default, the County may examine the reasons for the default and either approve an amendment to the Agreement or initiate steps to revert the zoning designation to a zone preferred by the County.
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 regarding the proposed amendment or modification.
10. Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law.

- 11. This Agreement, which constitutes the entire agreement between the parties, shall supersede all previously executed zoning development agreements and be in full force and effect until the parties appropriately amend the Agreement or until the Property has been rezoned to another zone due to Petitioner default.

Documents Attached:

- Exhibit A (Boundary Description)
- Exhibit B (Development Plan)
- Exhibit C (Easement Locations)

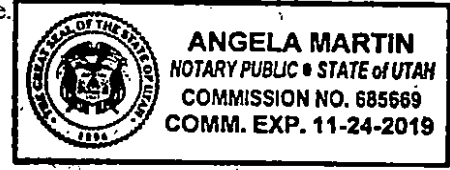
Approved: [Signature] 8/28/18
 Petitioner Date
 By Howard J Schmidt Mgr.
 Printed name and title

CORPORATE ACKNOWLEDGMENT

State of Utah)
 ss
 County of Weber)

On the 28 day of Aug A.D. 2018 personally appeared before me Howard J. Schmidt Mgr
 duly sworn, did say that he/she is the _____ of _____
 the 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 executed the same.

[Signature]
 Notary Public
 Residing at: Ogden, Utah



APPROVED AS TO FORM:

Courtlan P. Erickson 8-24-18
 Weber County Attorney Date

APPROVED: [Signature] 8/28/2018
 Chair, Weber County Commission Date

ATTEST:
[Signature]
 Weber County Clerk/Auditor

Exhibit A
(Boundary Description)

Parcel # 22-282-0001
ALL OF PARCEL 1, LIMITED OPEN SPACE AREA, GOLF COURSE
AREAPARCEL 1, WEBER COUNTY, UTAH.

Parcel # 22-284-0001
ALL OF PARCEL 2, LIMITED OPEN SPACE AREA, GOLF COURSE
AREAPARCEL 2, WEBER COUNTY, UTAH.

Parcel # 22-283-0001
ALL OF PARCEL 3, LIMITED OPEN SPACE AREA, GOLF COURSE
AREAPARCEL 3, WEBER COUNTY, UTAH.

Exhibit A (continued)
 (Boundary Description)

Parcel # 22-021-0127

BEGINNING AT A POINT WHICH IS SOUTH 0D27'53" WEST 163.52 FEET ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 0D27'53" WEST 2464.42 FEET ALONG THE SECTION LINE TO THE EAST QUARTER CORNER OF SAID SECTION 27, THENCE SOUTH 0D22'02" WEST 650.86 FEET ALONG THE SECTION LINE, THENCE NORTH 89D37'27" WEST 1784.96 FEET TO THE EAST LINE OF ANDERSON ACRES SUBDIVISION, THENCE NORTH 16D33'00" WEST 368.09 FEET ALONG SAID SUBDIVISION, THENCE NORTH 530.00 FEET TO THE NORTHEAST CORNER OF RHODES PROPERTY, THENCE WEST 752.22 FEET TO A POINT WHICH IS NORTH 0D16'53" EAST 223.16 FEET ALONG THE QUARTER SECTION LINE FROM THE CENTER OF SAID SECTION 27, THENCE NORTH 0D16'53" EAST 2260.99 FEET ALONG SAID QUARTER SECTION LINE TO A POINT WHICH IS SOUTH 0D16'53" WEST 162.04 FEET ALONG SAID QUARTER SECTION LINE FROM THE NORTH QUARTER CORNER OF SAID SECTION 27, THENCE SOUTH 89D07'48" EAST 2655.32 FEET ALONG THE EXTENDED SOUTH BOUNDARY OF ELKHORN SUBDIVISION TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING: A PART OF THE NORTHEAST 1/4 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 SOUTH 0D27'53" WEST ALONG THE SECTION LINE 163.52 FEET AND NORTH 89D07'48" WEST 806.75 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, THENCE THE FOLLOWING COURSES: SOUTH 229.52 FEET TO A TANGENT CURVE, THENCE SOUTHWESTERLY 340.16 FEET ALONG SAID CURVE TO THE RIGHT TO A TANGENT LINE (R=270.00', DELTA=72D10'58", T=196.38', CH=318.10', CHB=SOUTH 36D05'32", WEST) THENCE SOUTH 72D11'05" WEST 197.69 FEET TO A TANGENT LINE CURVE, THENCE SOUTHWESTERLY 126.01 FEET ALONG SAID CURVE TO THE LEFT TO A NON-TANGENT LINE (R=255.11', DELTA=28D18'49", T=64.32', CH=124.73', CHB=SOUTH 58D01'40" WEST) THENCE NORTH 36D56'23" WEST 232.69 FEET, THENCE NORTH 65D54'36" WEST 539.55 FEET, THENCE NORTH 67D23'35" WEST 604.22 FEET, THENCE SOUTH 89D07'48" EAST 1671.79 FEET ALONG THE EXTENSION OF ELK HORN PHASE 2, SOUTH LINE AND ALONG SAID SUBDIVISION TO THE POINT OF BEGINNING, (E# 2229057) ALSO EXCEPTING THEREFROM ANY PORTION THEREFORE FALLING WITHIN EAGLES LANDING AT WOLF CREEK SUBDIVISION PHASE 1. EXCEPT GOLF COURSE AREA PARCEL 1 AND GOLF COURSE AREA PARCEL 3. EXCEPT ANY PORTION WITHIN GOLF COURSE AREA PARCEL 2. [NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAIN AN AREA FOR THIS PARCEL THE AREA FOR THIS PARCEL WAS CALCULATED BY THIS OFFICE FOR TAX PURPOSES.]

Exhibit B
(Development Plan)

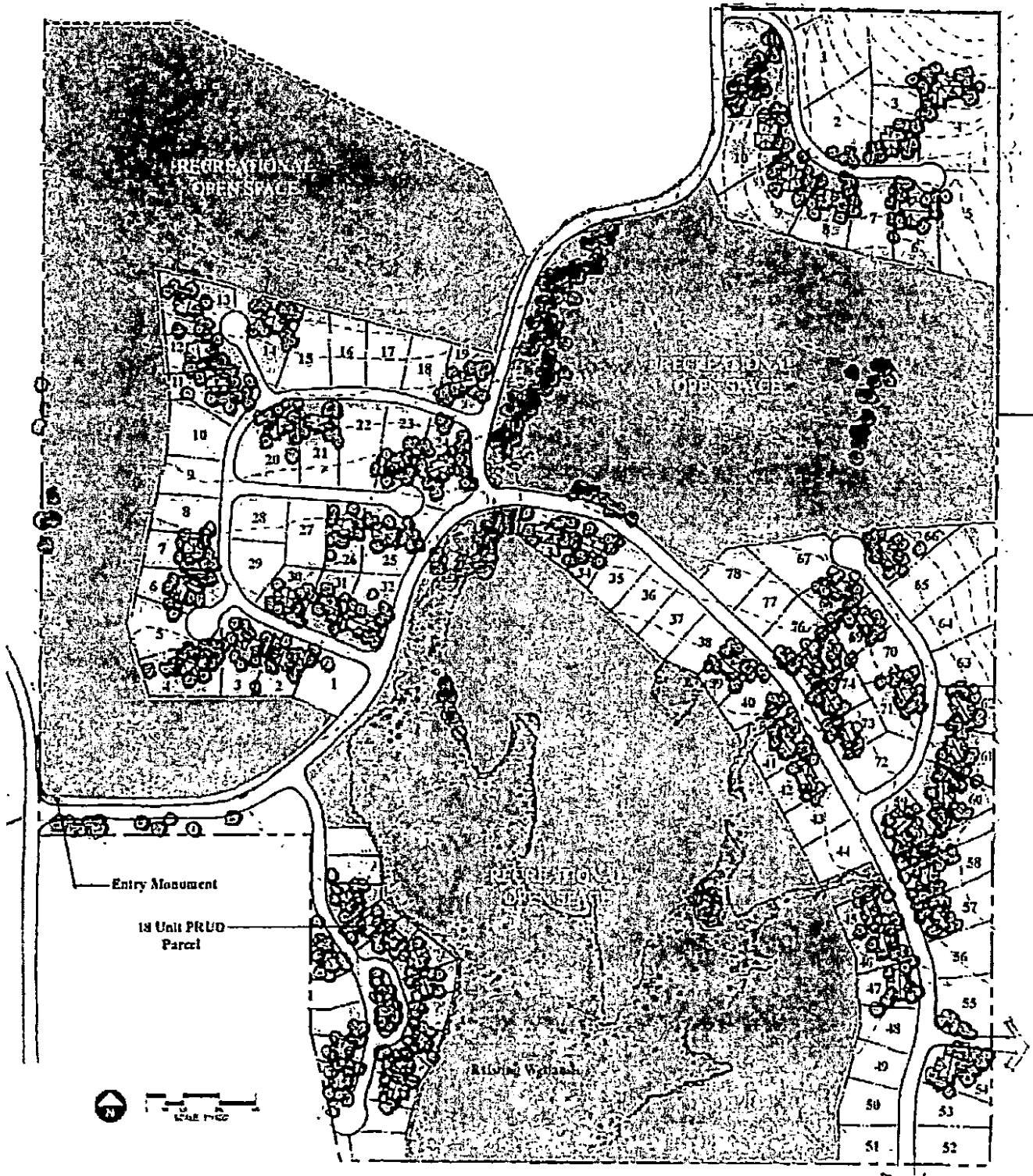



Exhibit C



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| TRAIL AND ACCESS EASEMENT EXHIBIT LCCA'ED IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST, S.L.B. AND M. | | | | | | | | | | | | | | | | | | | | | | | |