



W1899165

12-23

C2002-169
WEBER COUNTY

ZONING DEVELOPMENT AGREEMENT

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

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

RECITALS: Whereas, the petitioner seeks to rezone property generally located at Approx. 3300 North Wolf Creek Drive within the unincorporated area of Weber County, Utah from and Agricultural AV-3 Zone to a Residential RE-15 and a Open Space O-1 Zone for the purpose of: of a Residential Subdivision which property consists of 174 acres and is more particularly described on 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 adopted Land Use Master Plans 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 master plan and for the area and the existing land use surrounding the property to be rezoned as outlined in Exhibit A.

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 petitioners 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 a Agricultural AV-3 zone to a Residential RE-15 zone for the purpose of allowing the petitioner to construct his pre-design project on the subject property.

The County will rezone the property described in Exhibit B from an Agricultural AV-3 zone to a Open Space O-1 zone for the purpose of allowing the petitioner to construct his pre-design project on the subject property.

E# 1899165 BK2299 P62867
DOUG CROFTS, WEBER COUNTY RECORDER
23-DEC-02 309 PM FEE \$0.00 DEP JPM
REC FOR: WEBER.COUNTY.CLERK

2. The petitioner will develop the subject property based on the concept development plan attached hereto and marked as Exhibit C. The attached plan may be refined and modified by the general concept of the plan will not be changed without prior formal approval of the County. The petitioner will complete all construction within Exhibit C within 10 Years of the date on which final approval of the rezoning petition is granted.
3. Petitioner acknowledges that if the project has not begun or has not been completed within the time frames outlined above that he will request that the property be rezoned from a Residential RE-15 and Open Space O1 zone to a Agricultural AV-3 zone 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 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 or 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, the concept development plan and list of use types only by written instrument and after considering the recommendation of the County Planning Commission which may hold a public hearing to determine public feeling on the proposed amendment or modification if deemed warranted.
- 11. This Agreement with any amendments shall be in full force and effect until all construction and building occupancy has taken place as per approved development plans or 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.

Approved by the parties herein undersigned this 23 day of December, 20 .

Attest:

Hatima Blackford
Attest: Admin. assist.

[Signature]
Zoning Petitioner
Pres. Eden Valley Land LLC

[Signature]
Weber County

Documents Attached:

Exhibit A Parcel Description
Exhibit A1 Areas within Exhibit A that will be Zoned Open Space O-1. The remaining areas within Exhibit A will be Zoned Residential RE-15

Exhibit B - List of Conditions:

The connection road through Moose Hollow Condominium shown in Phase 7 needs to be built as part of Phase 4

Exhibit C - Concept Plan

E# 1899165 BK2299 PG2870

Exhibit A

Sun Valley Meadows Overall Property Description

22-021-0102

Beginning at the East Quarter Corner of Section 27, T.7N., R.1E., S.L.B.& M. and running thence S 0°22'02"W 650.86 ft. along the Section Line; thence N 89°37'27"W 1,784.92 ft.; thence N 16°33'00"W 368.09 ft.; thence North 530.00 ft.; thence West 752.22 ft. to a point which is N 0°16'53"E 223.16 ft. along the Quarter Section Line from the center of said Section 27; thence N 0°16'53"E 2,260.99 ft. along said Section Line to a point which is S 0°16'53"W 162.04 ft. along said Quarter Section Line from the North Quarter Corner of said Section 27; thence S 89°07'48"E 2,655.32 ft. to a point which is S 0°27'53"W 163.52 ft. along the Section Line from the Northeast Corner of said Section 27; thence S 0°27'53"W 2,464.42 ft. along said Section Line to the point of beginning. Containing 174.582 Acres

Exhibit A1

Areas withing Exhibit A that is zoned Open Space

Pt 23-021-0102

Parcel A (68.006 Acres)

Being a part of the Northeast Quarter of Section 27, T.7N., R.1E., S.L.B.& M. described as follows:

Beginning at a point which is S 0°16'53"W 162.04 ft. along the Quarter Section Line from the North Quarter Corner of Section 27, T.7N., R.1E., S.L.B.& M. and running thence S 89°07'48"E 1,848.59 ft. to the Southeast Corner of Lot 28 of Elkhorn Subdivision Phase 2; thence Southeasterly 201.17 ft. along the arc of a 230.00 ft. radius curve to the left through a central angle of 50°06'49" (chord bears S 24°56'36"E 194.82 ft.); thence Southeasterly 76.18 ft. along the arc of a 170.00 ft. radius curve to the right through a central angle of 25°40'27" (chord bears S 37°09'47"E 75.54 ft.); thence S 60°00'00"W 115.66 ft.; thence S 24°15'29"W 236.16 ft.; thence S 72°00'00"E 414.38 ft.; thence N 81°00'00"E 483.42 ft. to a point which is S 0°27'53"W 713.70 ft. along the Section Line from the Northeast Corner of said Section 27; thence S 0°27'53"W 781.76 ft. along said Quarter Section Line; thence S 85°00'00"W 728.00 ft.; thence S 47°36'28"W 124.06 ft.; thence N 62°00'00"W 347.28 ft.; thence Northwesterly 93.24 ft. along the arc of a 220.00 ft. radius curve to the right through a central angle of 24°17'03" (chord bears N 49°51'29"W 92.55 ft.); thence Northwesterly 239.60 ft. along the arc of a 310.00 ft. radius curve to the left through a central angle of 44°17'03" (chord bears N 59°51'28"W 233.68 ft.); thence N 8°00'00"E 174.00 ft.; thence N 77°00'00"W 852.75 ft.; thence S 6°00'00"W 368.50 ft.; thence S 9°00'00"W 221.74 ft.; thence S 18°00'00"W 396.78 ft.; thence S 57°00'00"E 55.98 ft.; thence S 33°00'00"W 166.00 ft.; thence Southwesterly 105.39 ft. along the arc of a 230.00 ft. radius curve to the left through a central angle of 26°15'12" (chord bears S 19°52'24"W 104.47 ft.); thence Southwesterly 233.72 ft. along the arc of a 170.00 ft. radius curve to the right through a central angle of 78°46'17" (chord bears S 46°07'56"W 215.74 ft.); thence Northwesterly 33.08 ft. along the arc of a 20.00 ft. radius curve to the right through a central angle of 94°45'48" (chord bears N 47°06'01"W 29.44 ft.); thence N 0°16'53"E 2,175.43 ft. along said Quarter Section Line to the point of beginning. Containing 68.006 Acres

Parcel B (10.099 Acres)

Pl 22-021-0102

Being a part of the Northeast Quarter of Section 27, T.7N., R.1E., S.L.B.&

M. described as follows:

Beginning at a point which is N 0°27'53"E 594.59 ft. along the Section Line and West 180.00 ft. from the East Quarter Corner of Section 27, T.7N., R.1E., S.L.B.& M. and run thence S 0°27'53"W 117.21 ft.; thence Southwesterly 286.20 ft. along the arc of a 220.00 ft. radius curve to the right through a central angle of 74°32'07" (chord bears S 37°43'57"W 266.44 ft.); thence S 75°00'00"W 287.10 ft.; thence N 15°00'00"W 114.80 ft.; thence N 70°00'00"W 108.89 ft.; thence N 50°00'00"W 820.55 ft.; thence N 11°18'29"W 183.93 ft.; thence North 148.44 ft.; thence S 82°00'00"W 221.08 ft.; thence Northeasterly 369.20 ft. along the arc of a 250.00 ft. radius curve to the right through a central angle of 84°36'56" (chord bears N 78°28'14"E 336.56 ft.); thence S 10°00'00"W 161.72 ft.; thence S 50°00'00"E 91.67 ft.; thence S 62°00'00"E 795.50 ft.; thence S 83°00'00"E 385.51 ft. to the point of beginning.

Containing 10.099 Acres

Parcel C (9.679 Acres)

Pl 22-021-0102

Being a part of the East Half of Section 27, T.7N., R.1E., S.L.B.& M.

described as follows:

Beginning at a point which is N 0°16'53"E 223.16 ft. along the Quarter Section Line and East 6.42 ft. from the center of Section 27, T.7N., R.1E., S.L.B.& M. and running thence Northeasterly 13.93 ft. along the arc of a 20.00 ft. radius curve to the right through a central angle of 39°55'00" (chord bears N 67°28'02"E 13.65 ft.); thence Northeasterly 323.87 ft. along the arc of a 230.00 ft. radius curve to the left through a central angle of 80°40'44" (chord bears N 47°05'10"E 297.77 ft.); thence Northeasterly 77.90 ft. along the arc of a 170.00 ft. radius curve to the right through a central angle of 26°15'12" (chord bears N 19°52'24"E 77.22 ft.); thence N 33°00'00"E 166.00 ft.; thence S 57°00'00"E 121.17 ft.; thence S 84°43'31"E 412.23 ft.; thence S 57°00'00"E 890.99 ft.; S 19°00'00"E 83.64 ft.; thence S 71°00'00"W 230.76 ft.; thence N 19°00'00"W 96.38 ft.; thence N 70°00'00"W 679.55 ft.; thence West 745.80 ft. to the point of beginning.

Containing 9.679 Acres

MC 52-021-0102

Parcel D (11.314 Acres)

Being a part of the East Half of Section 27, T.7N., R.1E., S.L.B. & M.
described as follows:

Beginning at a point which is S 0°22'02"W 650.87 ft. along the Section
Line and

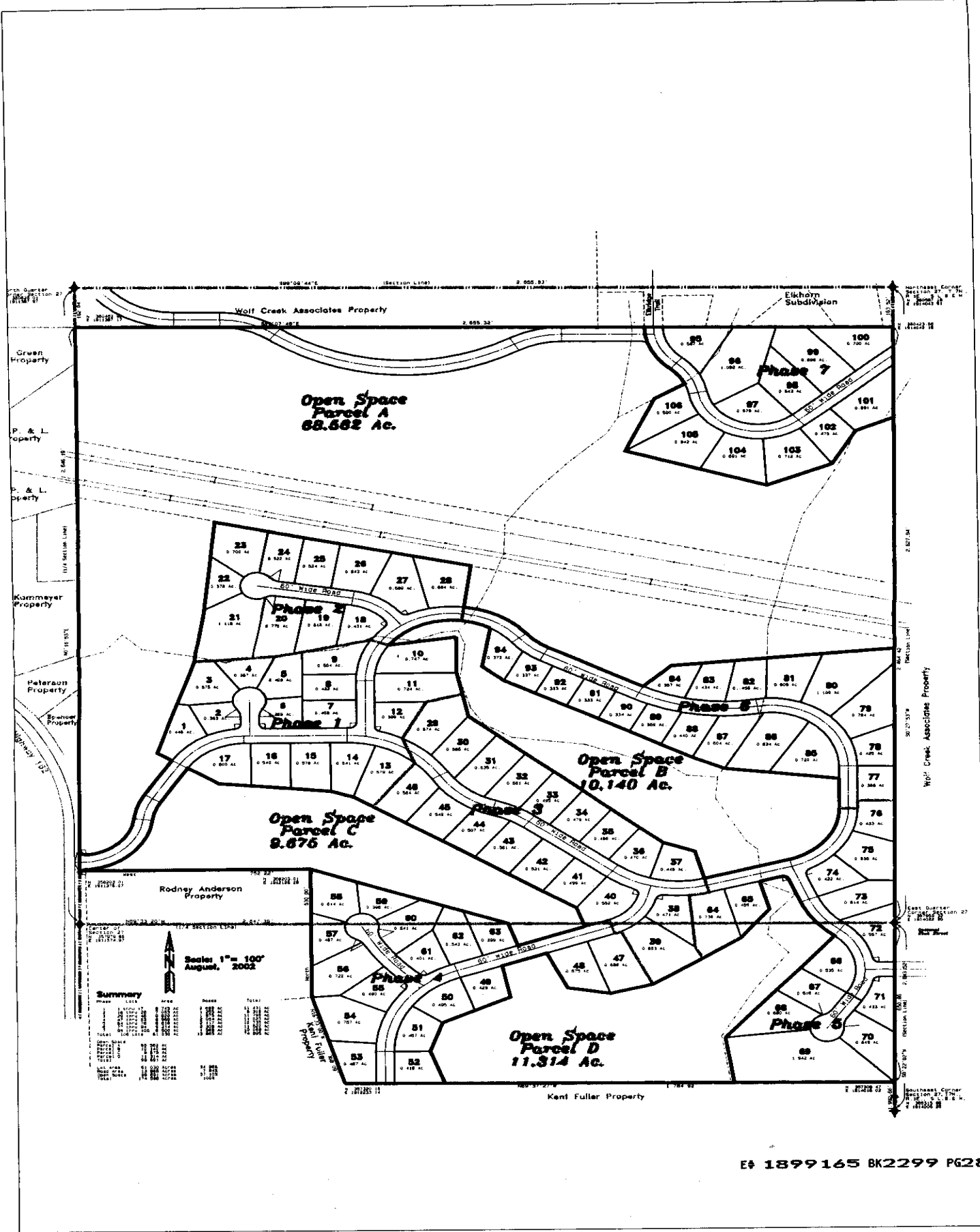
N 89°37'27"W 520.00 ft. from the East Quarter Corner of Section 27, T.7N.,
R.1E., S.L.B. & M. and running thence N 89°37'27"W 940.05 ft.; thence N
20°00'00"W 138.87 ft.; thence
N 19°16'15"E 123.03 ft.; thence N 65°00'00"E 243.66 ft.; thence N 10°52'12"W
133.05 ft.; thence N 71°00'00"E 153.29 ft.; thence S 25°00'00"E 158.98 ft.;
thence S 80°00'00"E 141.07 ft.; thence N 75°00'00"E 142.38 ft.; thence N
57°00'00"E 343.93 ft.; thence N 38°07'48"E 150.00 ft.; thence N 15°00'00"W
120.00 ft.; thence N 75°00'00"E 72.86 ft.; thence Southeasterly 28.97 ft.
along the arc of a 20.00 ft. radius curve to the right through a central
angle of 83°00'00" (chord bears S 63°30'00"E 26.51 ft.); thence S 22°00'00"E
103.23 ft.; thence Southeasterly 179.90 ft. along the arc of a 330.00 ft.
radius curve to the left through a central angle of 31°14'07" (chord bears S
37°37'03"E 177.68 ft.); thence S 40°53'02"W 546.42 ft.; thence S 9°00'00"E
185.58 ft. to the point of beginning.

Containing 11.314 Acres

Exhibit B

The connection road through Moose Hollow Condominium shown in Phase 7
needs to built as part of Phase 4

Exhibit C



Summary

Phase	Lot	Area	Phase	Total
Phase 1	1-17	1,118.00	Phase 2	1,118.00
Phase 2	18-28	1,118.00	Phase 3	1,118.00
Phase 3	29-48	1,118.00	Phase 4	1,118.00
Phase 4	49-60	1,118.00	Phase 5	1,118.00
Phase 5	61-70	1,118.00	Phase 6	1,118.00
Phase 6	71-80	1,118.00	Phase 7	1,118.00
Phase 7	81-103	1,118.00	Open Space A	68,682.00
Open Space A		68,682.00	Open Space B	10,140.00
Open Space B		10,140.00	Open Space C	8,876.00
Open Space C		8,876.00	Open Space D	11,314.00
Open Space D		11,314.00	Total	100,000.00