



"W3110220"

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LEANN H KILTS, WEBER COUNTY RECORDER
15-DEC-20 323 PM FEE \$1.00 DEP DC
REC FOR: WEBER COUNTY PLANNING

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

and

LEVANTA L.L.C. and LAS AMERICAS RESOURCES L.L.C.

List of Attachments

Attachment A: Project Area Legal Description and Graphic Depiction

Attachment B: Proposed Site Layout

Attachment C: Design and Materials Palette

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DEVELOPMENT AGREEMENT**Eden Boat and RV Storage**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and Levanta L.L.C./Las Americas Resources L.L.C. ("Developer"), known together herein as the "Parties."

RECITALS

WHEREAS, The Developer desires and intends to develop an indoor storage unit facility (the "Project") in the unincorporated area of Weber County known as Eden. Key components of the Project include completely enclosed buildings designed to appear agrarian in nature, which will be used for indoor storage for items such as vehicles, trailers, and household items; driveways and drive access to each storage unit; and landscaping;

WHEREAS, Levanta L.L.C. and Las Americas Resources L.L.C. are engaged in a joint venture to develop the Project, and together are known herein as the Developer;

WHEREAS, The Developer's objective is to develop a storage unit facility that incorporates building and site designs that complement the character of the community and is financially successful;

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 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 site plan showing the general location and layout of the Project is contained in **Attachment B Proposed Site Layout**, and architectural and design detail is contained in **Attachment C: Design and Materials Palette**.

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 last date upon which it is signed by any of the Parties hereto.
- 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 or terminated pursuant to Section 10 of 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 13 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 their ordinary and common meaning. When not inconsistent 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 be applicable 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 County and Developer, approved by the Board of County Commissioners, and executed by the undersigned.
- 2.2. **County.** "County" means Weber County, Utah.
- 2.3. **Construction Buildout Period.** "Construction Buildout Period" has the meaning set forth in Section 7.19 of this Agreement.
- 2.4. **Developer.** "Developer" means Levanta L.L.C. and Las Americas Resources L.L.C., or any of their Assignees as provided in Section 11 of this Agreement.
- 2.5. **Development Standards.** "Development Standards" means the requirements stated in Section 7 of this Agreement.
- 2.6. **Effective Date.** "Effective Date" has the meaning set forth in Section 1 of this Agreement.
- 2.7. **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; 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; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of a governmental or judicial authority.
- 2.8. **Parties.** "Parties" means the Developer and the County.
- 2.9. **Project.** "Project" means the Eden Boat and RV Storage facility as set forth in the exhibits hereto.
- 2.10. **Project Site.** "Project Site" means the land area on which the Project will actually be sited, as more specifically described in Attachment A: Project Area Legal Description and Graphic Depiction.
- 2.11. **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.
- 2.12. **Substantial Completion.** "Substantial Completion" means the Project is constructed, installed, and a valid business license has been obtained from the county.
- 2.13. **Transferee.** A party to which the Project is transferred or assigned in part or in whole. "Assignee"

shall also mean the same.

- 2.14. Vested Laws.** "Vested Laws" means the land use laws, Part II of the Weber County Code, in effect at the time of execution of this Agreement.

3. Omitted

4. Project Description.

The Project is an indoor storage unit facility.

5. Project Location and Illustration.

The Project is as described herein, and illustrated in Attachment B: Proposed Site Layout and Attachment C: Proposed Site Layout – Parcel Boundary Overlay, modified as necessary in accordance with this Agreement's Development Standards.

6. Vesting.

- 6.1.** Except as otherwise noted, this Agreement vests the Project and Project Site to the existing Vested Laws until the expiration or termination of this Agreement, or until the Developer has fully developed the Project as proposed herein, whichever is earlier.
- 6.2.** Developer agrees that the intent of this vesting is to offer a predictable set of development standards related to the development and establishment of the use. To that effect, Developer agrees that if the County modifies its laws in the future to specifically regulate the use or any other related performance measure, after the time provided in Section 6.1, the Project shall be subject to the new laws. This shall not affect any established nonconforming rights of the use, location, method of construction, acreage requirement, setback requirement, or height requirement of any building, structure, or internal site roadway, as may be applicable.

7. Development Standards.

- 7.1. Use of Property.** The use of the property shall be limited to indoor storage units only. Indoor storage units is a use allowed in the CV-2 zone by conditional use permit. The parties agree that the conditional use requirements have been met with the execution of this development agreement. Therefore, the County, by use of its legislative authority, designates the use of indoor storage units on the Project Site as a permitted use, subject to the requirements of this agreement.
- 7.2. Fair Share Intersection Improvements.** The Developer shall provide their roughly proportionate share of the cost of improvements to the intersection of Highway 162 and Clark Lane. When required by the County Engineer, a detailed study shall be provided by the Developer that establishes a traffic demand threshold that will trigger the need to improve the intersection, and will establish what the developer's roughly proportionate share of traffic demand is. This share shall equal the Developer's share of the cost of improving the intersection.
- 7.3. Improvements of Clark Lane.** The Developer shall be responsible for installing curb, gutter, and a 10-foot wide sidewalk in the public right-of-way along the Developer's property frontage of Clark Lane. At the time of subdivision of the property, the Developer agrees to dedicate the

future extension of Clark Lane (2650 N. Street) to Weber County. Weber County agrees that this extension will not be of a width greater than is reasonably necessary given the current right-of-way width and alignment where it stubs into the property. The Developer agrees that the dedication will extend from the current western end of the County's ownership, westward until it stubs to the adjacent parcel.

- 7.4. **Waste water disposal.** No grey or black water dumping shall be allowed on the site without a dump station that meets all requisite standards and regulations for the location.
- 7.5. **Waste water disposal and watercraft decontamination signage.** A sign shall be posted in a conspicuous manner at the entrance of the facility that notifies renters that there are no wastewater dumping facilities onsite. The sign shall also notify patrons that watercraft must be drained, decontaminated, and cleaned prior to entry of the site.
- 7.6. **No effect on drinking water.** The use shall not have any negative effect on the drinking water quality of the nearby wells of Eden Water Works, or any other culinary water source in the area.
 - 7.6.1. **Work with Eden Water Works.** In the event that Eden Waterworks or any other potentially affected culinary water authority determines that ground water infiltration from the site is not capable of being diluted and/or filtered to drinking water standards adopted by the Utah Department of Environmental Quality before it enters a drinking water source, then the Developer bears the burden of constructing remediating drainage facilities prior to conducting any further business onsite or allowing any further access to the site.
 - 7.6.2. **Threat to Drinking Water.** If groundwater infiltration onsite constitutes an immediate threat to a drinking water source, all activities onsite, including access, shall cease until the threat is remediated. This remediation shall be conducted by the Developer, at no expense to the culinary water authority.
 - 7.6.3. **Scientific Evidence Gathering.** The County recognizes and agrees that the culinary water authority bears the burden of demonstrating through scientifically reproducible means, based on site specific evidence gathering, including, if necessary, subterranean hydrologic or hydrogeologic exploration, that the soil types and/or drainage methods on the site are incapable of protecting the drinking water source(s). The Developer agrees to allow the culinary water authority reasonable access to the site to conduct the investigations or inspections they may deem necessary to maintain a clean drinking water source. If onsite subterranean investigations are conducted prior to initiation of construction, the Parties recognize and agree that it is the culinary water authority's responsibility to bear the evidence-gathering expenses, and the parties agree that the Developer shall bear the cost to restore the evidence-gathering site(s). If the onsite subterranean investigations are desired after initiation of construction, and if the Developer has notified the culinary water authority two weeks prior to initiation of construction, the Parties agree that it is the culinary water authority's responsibility to bear the full cost of evidence gathering. The Developer and the culinary water authority may make alternative agreements to achieve these ends, as they deem mutually beneficial.
- 7.7. **Drainage facilities.** The areas of the site accessible to motor vehicles or watercraft shall be drained away from the river corridor. The drainage facility shall be constructed with an oil-grit separator if required by the County Engineer. Best management practices for invasive mussel mitigation shall be employed, if necessary, as may be recommended by the appropriate State Department of Natural Resources personnel.
- 7.8. **Fire protection.** If deemed necessary by the local fire authority, each building shall be fire-

sprinkled such that each unit has at least one sprinkler head, or as may be otherwise required by the fire code or the local fire authority.

- 7.8.1. If a fire hydrant is not already within an acceptable proximity from the site, as determined by the local fire authority, the Developer shall install a water trunk line no less than 8 inches in diameter, or as otherwise specified by the local fire authority or County Engineer, from the nearest hydrant to the site, and shall install a hydrant onsite or in the adjoining public right-of-way, as may be deemed appropriate by the local fire authority.
- 7.9. **Site obscuring berm or wall.** An eight-foot earthen berm shall be constructed between the adjacent residential uses and the storage facility. Atop the berm, the Developer shall plant four eight-foot conifer trees of a species native to the Wasatch Mountains, and shall plant three deciduous trees of a native species well known for shade producing capabilities. The deciduous trees shall have a caliper of at least two inches when planted and the conifer trees shall be at least eight feet tall when planted. The trees shall be provided with an automatic irrigation system to support healthy growth. An eight-foot wall may be constructed in lieu of a berm. The vegetation required herein may be located on either side of the wall.
- 7.10. **Riparian corridor and tree-line protection.** Buildings and other improvements shall be setback from the highwater line of the North Fork River, as provided by County Code, and the Developer shall maintain the riparian corridor in good health. As specified in the landscape plan, the Developer shall protect existing trees that line the perimeter of the project area, with special attention to protecting the trees along the river corridor. The Developer shall take a photo inventory of existing trees, identify those that will be removed, and submit the inventory to planning staff prior to any site work. For every tree that will be removed to make way for the development, another of the same species shall be planted on the site.
- 7.11. **Noxious weeds.** The storage unit Developer shall be responsible for regular monitoring and removal of noxious weeds on the site.
- 7.12. **Outdoor storage.** There shall be no outdoor storage permitted on the site.
- 7.13. **Solid waste and refuse.** At least one 6-yard or larger dumpster shall be placed onsite in a permanent location. The dumpster location shall be completely hidden from view when viewed from adjoining properties and streets. The use of an eight-foot masonry wall, buildings, or both, may be employed to provide three sides of the dumpster's enclosure. The fourth side shall have a solid metal gate(s).
- 7.14. **Art and Culture Contribution.** The Developer agrees to pursue opportunities with the Ogden Valley Starry Night organization to provide possible façade space for a future Starry Night mural.
- 7.15. **Phasing.** The Parties agree that no phasing plan has been approved as a part of this agreement. Additional phases will require considerations at the time they are proposed.
- 7.16. **Floodplain Development.** The Developer agrees to maintain compliance with floodplain development requirements.
- 7.17. **Trail Corridor Preservation.** Prior to commencement of construction, the Developer agrees to convey a trail easement to the County that runs along the east side of the North Fork River, west of drive approach and buildings shown on the site plan. The easement shall be located along an alignment that will provide optimal convenience for future trail building, and shall be of sufficient width to provide for a 10-foot paved pathway with appropriate shoulders to support the pathway width.
- 7.18. **Architectural standards.** The Developer agrees that the buildings will be designed to

resemble historic barns typical for the area. The buildings shall offer a reasonable amount of agrarian stylistic detail as generally illustrated in Attachment C: Design and Materials Palette. The Developer further agrees as follows:

- 7.18.1. **Roof Materials.** The roofs of the buildings will be of a nonreflective metal material that can develop a natural patina over time.
 - 7.18.2. **Sheer-wall Massing.** The buildings will be designed in a manner that wall plains will be broken every 50 feet, both vertically and horizontally.
 - 7.18.3. **Roof Pitches.** The center gable of the barn roofs shall be of a pitch no less than 4:12.
- 7.19. **Construction Staging and Construction Buildout Period.** Developer agrees there will be no construction staging outside of the Project Site boundaries, except what is reasonable and necessary for the construction of the driveway access or to fulfill any requirements of law. County agrees that Developer is allowed to construct the Project such that Substantial Completion is achieved no later than 5 years from the date that all permits necessary to construct the Project are obtained in final form, but in no event later than 6 years from the Effective Date of this Agreement (the "Construction Buildout Period"), unless construction is delayed by a Force Majeure Event.
- 7.20. **Sanitary Sewer and Culinary Water.** Developer agrees to satisfy the requirements of the Weber Morgan Health Department, if any, regarding sanitary sewer and culinary water provisions for the site.
- 7.21. **Permits.** Developer agrees to obtain all necessary federal, state, and local permits required prior to any work onsite, including but not limited to building permits, storm water pollution prevention permits, right-of-way encroachment permits, and Army Corps of Engineers permits.

8. 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.

- 8.1. **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.
- 8.2. **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.
 - 8.2.1. **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.
 - 8.2.2. **De Minimis Changes.** Other de minimis changes requested by the Developer, which are reasonably consistent with the intent of this agreement and the CV-2 rezone, and

are routine and uncontested.

9. Omitted.

10. Termination.

In addition to what is stated in paragraph 1.3, the following termination provisions apply:

- 10.1. Developer's Option.** Developer shall have the option, in its sole discretion, to terminate this Agreement prior to Substantial Completion of the Project, provided such termination will not relieve the Developer of any obligation owed the County under the terms of this Agreement and outstanding at the time of such termination. If it elects to terminate this Agreement, Developer shall submit a Notice to this effect to County at least thirty (30) days prior to such termination.
- 10.2. Zoning Reversion.** The Parties agree that this agreement and the rezone of the property from the AV-3 zone to the CV-2 zone are inextricably related. The Parties agree that the termination of this agreement shall result in the reversion of the Property back to the rights, standards, and regulations of the AV-3 zone. At that time, any established nonconforming right may continue as provided by law, but no new right may be established unless it complies with the AV-3 zone.

11. General Provisions.

- 11.1. Assignability.** The rights and responsibilities of Developer under this Agreement may be assigned as provided herein.
- 11.1.1. 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, complies with County Laws.
- 11.1.2. Partial Assignment of Project Site.** A partial assignment of the Project Site is prohibited under this Agreement. The Project Site shall be continuously owned under the ownership of Developer and assignees, until this agreement is Terminated.
- 11.2. 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.
- 11.3. 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.
- 11.4. 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.
- 11.5. 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.
- 11.6. 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.

- 11.7. 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.

12. Notices.

- 12.1. 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.
- 12.2. Addresses.** Notices shall be given to the Parties at their addresses set forth as follows:

<p>If to the County:</p> <p>Weber County Commission 2380 Washington Blvd, Ste #360 Ogden, UT 84401</p>	<p>With copies to:</p> <p>Weber County Attorney 2380 Washington BLVD, Ste. #230 Ogden, UT 84401</p> <p>Weber County Planning Director 2380 Washington BLVD, Ste. #240 Ogden, UT 84401</p>
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If to Developer:

Levanta, L.L.C.
11148 Zealand Ave N
Champlin, MN 55316

And:

Las Americas Resources L.L.C
68 N 700 W
Kaysville UT 84037

- 12.3. 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.

13. Default and Remedies.

- 13.1. 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.

13.2. 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 Site.

13.3. Dispute Resolution Process.

13.3.1. 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.

13.3.2. 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 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.

14. 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, whether written or oral.

15. 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)

SIGNATORIES

"County"

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

By: Gage Froerer

Gage Froerer
Chair, Weber County Commission

DATE: September 22, 2020

ATTEST: Ricky D. Hatch

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

"Developer"
Levanta, L.L.C.

By: [Signature]
Print Name: KODY B. HOUKER
Title: MEMBER MANAGER

DATE: OCTOBER 2, 2020

**Developer Acknowledgment
(Corporation)**

State Of MINNESOTA)

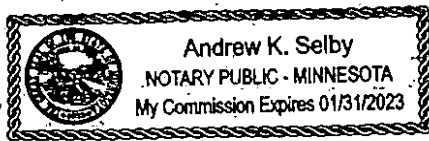
)ss.

County Of HENNEPIN)

On the 2nd day of OCTOBER, 2020 personally appeared before me KODY B. HOUKER, who being by me duly sworn, did say that he is the MEMBER MAN. of LEVANTA, LLC a limited liability company, and that the foregoing instrument was signed in behalf of said corporation by authority of its members or its articles of organization; and said person acknowledged to me that said limited liability company executed the same.

My Commission Expires:

[Signature]
Notary Public, residing in



"Developer"
Las Americas Resources L.L.C.

By: [Signature]

Print Name: Bob Edwards

Title: MEMBER/MANAGER

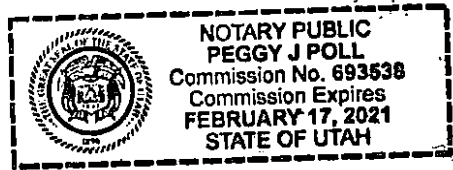
DATE: 10/08/20

Developer Acknowledgment
(Corporation)

State Of Utah

)ss.

County Of DAVIS



On the 08 day of October, 2020 personally appeared before me Robert Edwards, who being by me duly sworn, did say that he is the member/manager of Las Americas Resources LLC, a limited liability company, and that the foregoing instrument was signed in behalf of said corporation by authority of its members or its articles of organization; and said person acknowledged to me that said limited liability company executed the same.

02/17/2021

My Commission Expires:

[Signature]
Notary Public, residing in
Davis County

Attachment A

Project Area Legal Description and Graphic Depiction

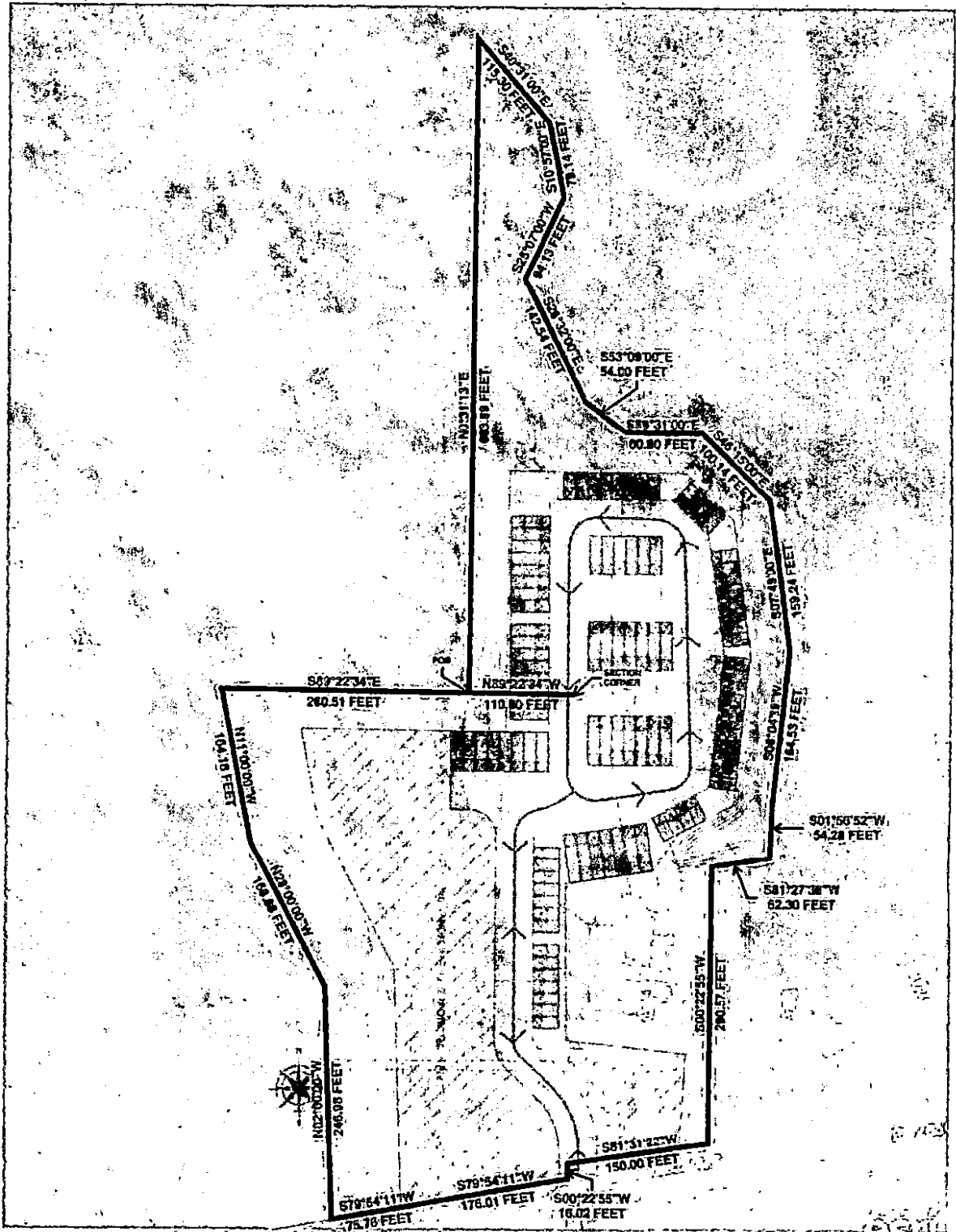
All of **Parcel #221210001**, and the eastern part of **Parcel #220400030** being more particularly described as follows:

A portion of the SW1/4 of Section 27, the NW1/4 of Section 34, the NE1/4 of Section 33 & the SE1/4 of Section 28, Township 7 North, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Southeast Corner of that Real Property described in Deed Entry No. 1123214 of the Official Records of Weber County located N89°22'34"W along the Section line 110.00 feet from the Northeast Corner of Section 33, T7N, R1E, SLB&M; thence N00°31'13"E along said deed 683.89 feet to the Centerline of an irrigation ditch; thence along the centerline of said ditch the following 9 (nine) courses: 1) S40°31'00"E 115.30 feet; 2) S10°57'00"E 79.14 feet; 3) S25°07'00"W 94.13 feet; 4) S26°32'00"E 142.54 feet; 5) S53°09'00"E 54.00 feet; 6) S89°31'00"E 80.80 feet; 7) S46°15'00"E 100.14 feet; 8) S07°49'00"E 159.24 feet; 9) S06°04'39"W 164.53 feet to the Northernmost corner of Lot 1, MEL CLARK SUBDIVISION recorded as Entry No. 2708799, Book 76, Page 61 in the Office of the Weber County Recorder; thence S01°56'52"W along said plat 54.28 feet to the Northernmost corner of Lot 2, KIMBERS SUBDIVISION, according to the Official Plat recorded as Entry No. 1353660, Book 40, Page 22 in the Office of the Weber County Recorder; thence S81°27'38"W along said plat 62.30 feet to the Northeast Corner of Lot 1 of said KIMBERS SUBDIVISION; thence S00°22'55"W along said lot 290.57 feet to the North line of Clark Lane; thence S81°31'22"W along said street 150.00 feet; thence S00°22'55"W 16.02 feet; thence S79°54'11"W 176.01 feet; thence S79°54'11"W 75.76 feet; thence N02°00'00"W 246.98 feet; thence N28°00'00"W 168.88 feet; thence N11°00'00"W 164.18 feet to the Section line; thence S89°22'34"E along the Section line 260.51 feet to the point of beginning.

Attachment A (Cont.)

Project Area Legal Description and Graphic Depiction

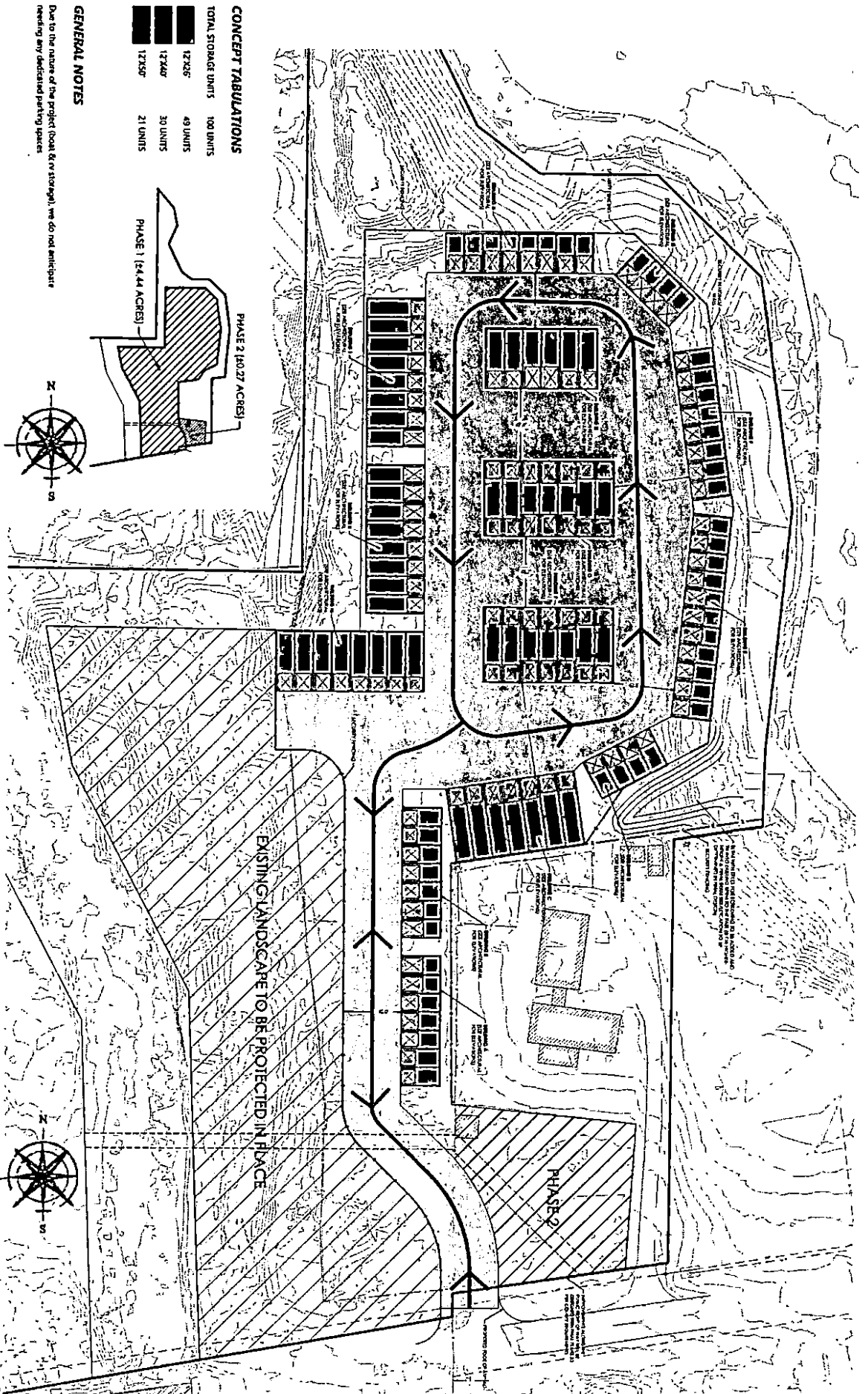


Attachment B
Proposed Site Layout
[On Following Page]

LAS AMERICAS EDEN BOAT & RV STORAGE PH. 1 conceptual site plan

EDEN, WEBBER COUNTY

6/17/2020
19-0205



CONCEPT TABULATIONS

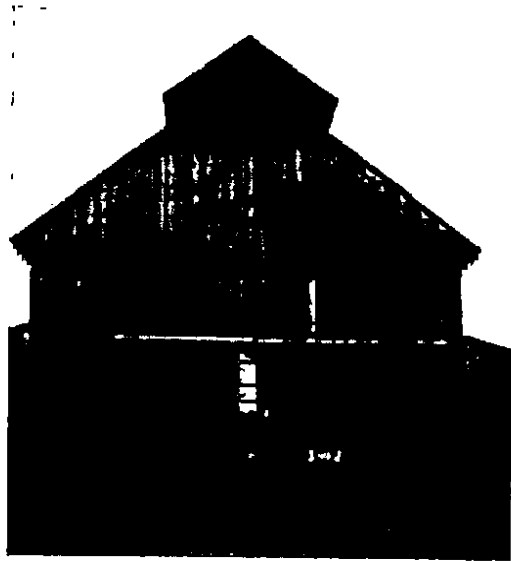
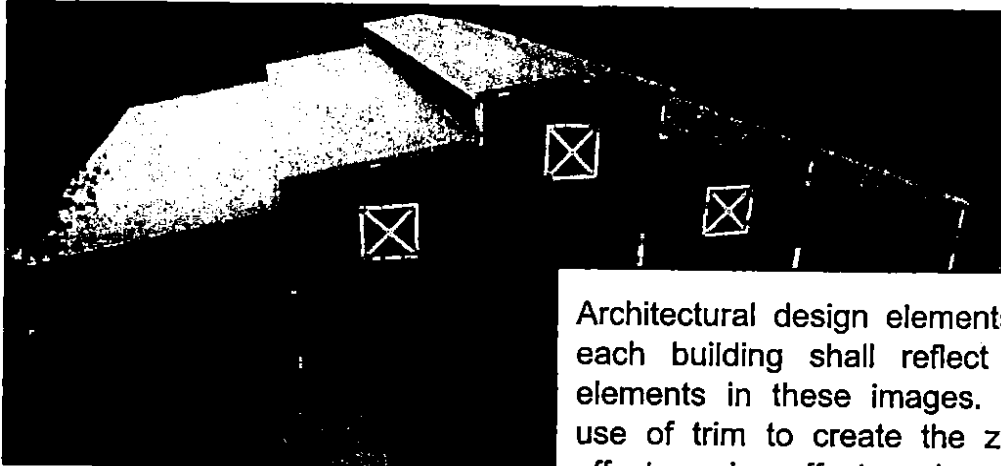
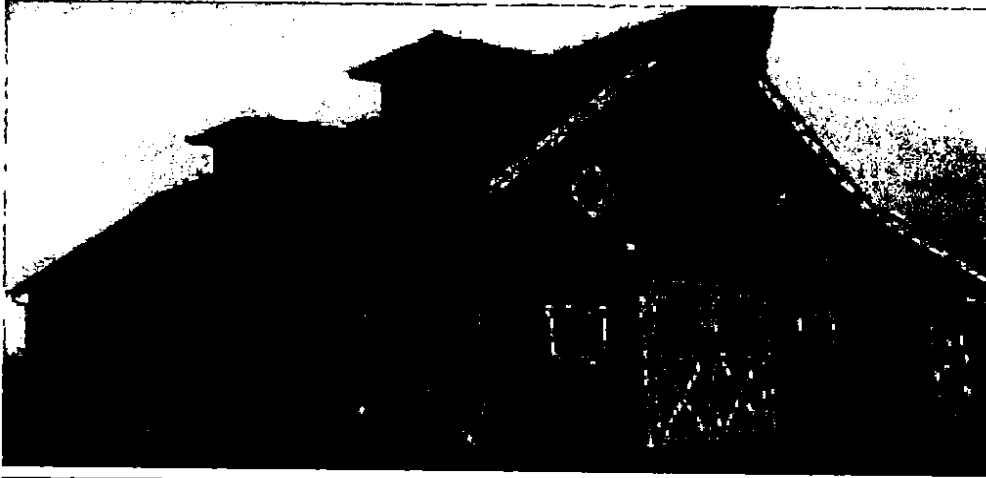
TOTAL STORAGE UNITS	100 UNITS
12'x26'	49 UNITS
12'x40'	30 UNITS
12'x50'	21 UNITS

GENERAL NOTES
Due to the nature of the project (boat & rv storage), we do not anticipate needing any dedicated parking spaces.

Note: This plan is for illustrative purposes only. Boundaries may be based on points obtained through public GIS data. It is recommended that a survey be performed to determine actual boundary size and dimensions as well as other potential boundary conflicts.

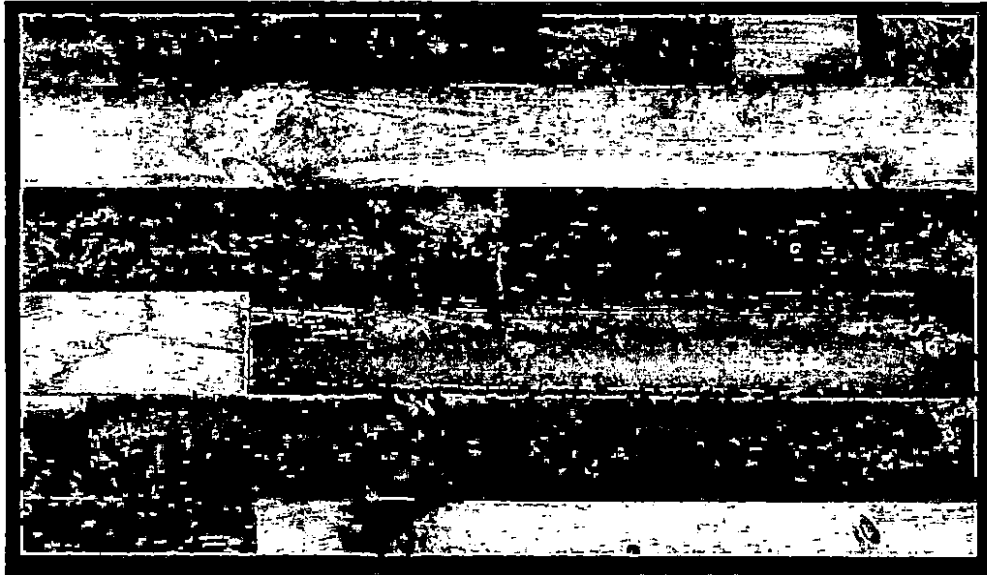


Attachment C
Design and Materials Palette



Architectural design elements of each building shall reflect the elements in these images. The use of trim to create the z-bar effect or x-bar effect as shown on the doors in these images shall be used on the doors of the storage units. Projected overhanging eaves on roof-gables shall be constructed, and four-cornered cupolas shall be constructed along the top gable of horizontal rooflines that are 25 feet or greater. Horizontal lines shall be broken every 25 feet with stylistic, architectural, and/or material differences to provide visual diversity for the exterior of buildings.

Attachment C (Cont.)
Design and Materials Palette



Siding of each building shall be five (5) inch reclaimed solid wood wall paneling. Substitute material of similar visual quality, as determined by the Weber County Planning Division Director, may be used.



Eight (8) foot wall for visual screening shall be precast and textured as shown in the image, with vertical columns every eight feet. The top of each column shall have a cap. The top of the wall shall have a border. The wall shall be a muted earth-toned color, as defined by Weber County Code. Substitute material of similar visual quality, as determined by the Weber County Planning Division Director, may be used.