

SOUTH WEBER CITY COUNCIL AGENDA

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PUBLIC NOTICE is hereby given that the City Council of SOUTH WEBER CITY, Utah, will meet in a regular public meeting commencing at 6:00 p.m. on Tuesday, September 26, 2023, in the Council Chambers at 1600 E. South Weber Dr.

OPEN (Agenda items may be moved in order or sequence to meet the needs of the Council.)

1. Pledge of Allegiance: Councilman Halverson
2. Prayer: Mayor Westbroek
3. Public Comment: Please respectfully follow these guidelines.
 - a. Individuals may speak once for 3 minutes or less: Do not remark from the audience.
 - b. State your name & city and direct comments to the entire Council (They will not respond).

ACTION ITEMS

- 4. Public Hearing for Proposed Disposition of Surplus Property at Approximately 1075 E Lester Dr**
5. Resolution 23-40: Declaring City-Owned Real Property at 1075 E Lester Dr. as Surplus
6. Ordinance 2023-13: Kastlecove Phase 1 Rezone from Agriculture and Residential Moderate to Residential Moderate
7. Resolution 23-41: Development Agreement for Kastlecove Phase 1
8. Resolution 23-42: Final Plat for Kastlecove Phase 1 at 1050 E Lester Drive
9. Resolution 23-43: Final Plat for Kastlecove Phase 2 at 7550 S 1160 E
- 10. Public Hearing for Proposed Disposition of Surplus Property at Approximately 104 E South Weber Dr**
11. Resolution 23-44: Declaring a Portion of City-Owned Real Property at 104 E South Weber Dr. as Surplus
12. Offer to Purchase 5.33 Acres of Real Property at 104 E South Weber Drive
13. Resolution 23-45: Cancelling the 2023 Municipal Election and Declaring Each Unopposed Candidate Elected

REPORTS

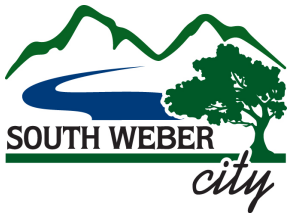
14. New Business
15. Council & Staff
16. Adjourn

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder, 1600 East South Weber Drive, South Weber, Utah 84405 (801-479-3177) at least two days prior to the meeting.

The undersigned City Recorder for the municipality of South Weber City hereby certifies that a copy of the foregoing notice was mailed/emailed/posted to: City Office building, Family Activity Center, City Website <http://southwebercity.com/>, Utah Public Notice website <https://www.utah.gov/pmn/index.html>, Mayor and Council, and others on the agenda.

DATE: 09-19-2023

CITY RECORDER: Lisa Smith



Kastlecove ph 1 overview
CITY COUNCIL MEETING
STAFF REPORT

MEETING DATE

September 26, 2023

PREPARED BY

Trevor Cahoon,
 Community Services Dir.

ITEM TYPE

Legislative &
 Administrative

ATTACHMENTS

- RES 23-40 Surplus
- ORD 2023-13 Rezone
- RES 23-41 Development Agreement
- RES 23-42 Final Plat

AGENDA ITEMS

Public Hearing for Proposed Disposition of Surplus Property at Approximately 1075 E Lester Dr

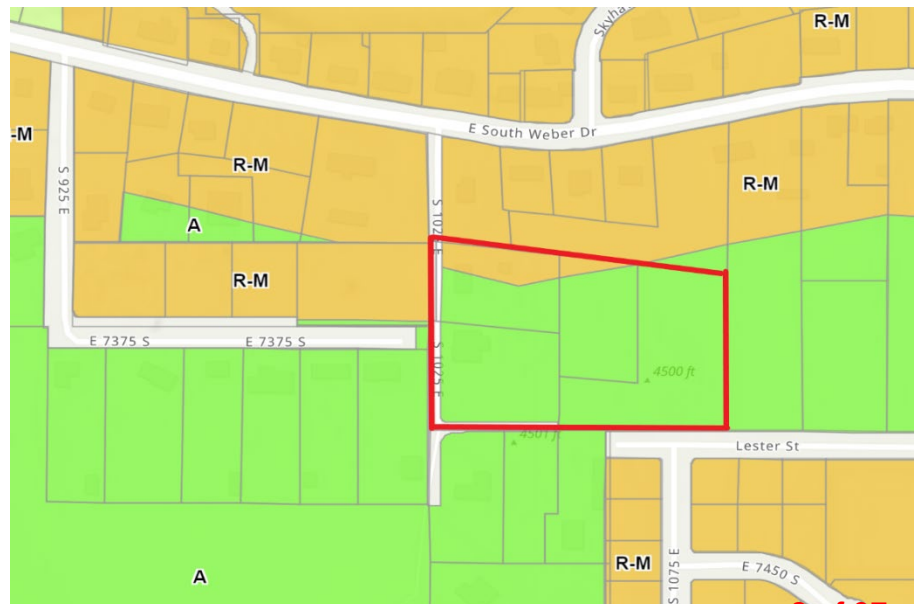
Resolution 23-40: Declaring City-Owned Real Property at 1075 E Lester Dr. as Surplus
 Ordinance 2023-13: Kastlecove Phase 1 Rezone from Agriculture and Residential Moderate to Residential Moderate
 Resolution 23-41: Development Agreement for Kastlecove Phase 1
 Resolution 23-42: Final Plat for Kastlecove Phase 1 at 1050 E Lester Drive

RECOMMENDATION

The Planning Commission recommended approval of the Final Subdivision Plat and rezone.

BACKGROUND

Project Information	
Project Name	Kastlecove Phase 1
Site Location	1050 E Lester Drive
Tax ID Number	Multiple
Applicant	Layne Kap
Owner	Multiple
Proposed Actions	Final Plat, Rezone,
Current Zoning	A, R-M
General Plan Land Use Classification	R-M
Rezone Requested	R-M
Gross Site	Approx 5.461
Lots Requested	11
Units Per Acre	2.01



This 11-lot subdivision is proposed to connect Lester Street (Lester Drive) to 7375 S to create additional egress for the subdivisions. There are multiple parcels that are being combined and then subdivided to create this new neighborhood. The street connection is consistent with the general plan and the rezone request is consistent with the future land use.

A portion of the project area includes land owned by the City. A development agreement has been drafted to dictate how the transfer of ownership will transpire after the approvals of the project. This land will have to be declared surplus which requires a public hearing.

ANALYSIS

ITEMS FOR CITY COUNCIL REVIEW

- **Final Plat.** After the preliminary plan approval, the next step in the process is recommending approval or denial of the Final Plat to the City Council. The Planning Commission as the Land Use Authority has made approvals of the preliminary plans after which the City Staff verifies the improvement plans are finalized to construction ready drawings. The Plat is the only item that needs City Council approval as this is a decision about how to subdivide the property. Final Plat Items to Consider:
 - *Legal Description:* This has been supplied
 - *Subdivision Name:* The Subdivision name appears on the plat and is consistent with the application that has been submitted.
 - *Lot Sizes and Orientation:* All lot sizes are consistent with the R-M zone.
 - *Addresses and Street Names:* This has been completed.
 - *Parcel Numbers or Lot Numbers of Surrounding Properties:* When recording the plat, it is necessary to indicate the parcel identification numbers or the lot number for adjoining subdivisions. This plat has that necessary information.
 - *Right-of-Way (ROW):* The ROW has been indicated on the drawings for dedication to the City and the widths comply with the City Standards.
 - *Utility Easements:* The General Utility Easement required indicated on the plat. The plat indicates that Lot 108 will be retained as a storm water retention basin until the drain can continue west.
 - *Signature Boxes:* All signature boxes are supplied.
- **Development Agreement:** A portion of this project involves property that is currently in the possession of South Weber City. In order to secure the future connection of Lester Drive to 7375 S the City is willing to give our land to the Developer on the condition that this connection takes place. The Development Agreement will be part of the final submittal.

The proposed project includes several important points that must be considered. One of the key points is the timing of the project. According to the agreement, the property will become the developer's once all the improvements are completed. This ensures that the developer will not take possession of the property until all the necessary infrastructure is in place.

The agreement also outlines the sequence of events that must take place once the subdivision, development

agreement, rezone, and improvement plans have been approved. This includes a pre-construction meeting, the removal of DeLong's home, the construction of all underground infrastructure, the completion of surface improvements such as asphalt, curb, and gutter, the closing of the north section of 1025 E private road, and the establishment of escrow for the remaining public improvements. Once these steps have been completed, the deed and the plat will be recorded together, with the deed being recorded first. Building permits can then be issued upon the recording of the plat, and the remaining public improvements can be completed. Certificates of occupancy will be issued once the project is fully completed.

Another important aspect of the Development Agreement is the rezone. The agreement includes the rezone as part of the development agreement, ensuring that the project is in compliance with the city's zoning regulations. The project will also connect to existing pavement on 7375 S, and the development agreement will be valid for a term of five years.

Lastly, the agreement includes a reverter clause, which ensures that the property will revert to the city in the event that the developer fails to comply with the terms of the agreement. It is also important to note that the agreement does not supersede Title 10 and Title 11 of the city code, which are the local zoning and development regulations. Overall, the Development Agreement for this proposed project includes several important points that must be considered and implemented by the City Planner to ensure that the project is successful.

APPROVALS PREVIOUSLY GRANTED BY PLANNING COMMISSION

- **Preliminary Plat.**
- **Improvement Plans:** Developer has submitted improvement plans to be included in the submission.
- **Preliminary Plan Acceptance.** Planning Commission to Review that the Preliminary Application is complete, and any conditions of approval are satisfied.
 - *Conditions of Approval:*
 - No conditions.

RECOMMENDATIONS PREVIOUSLY GRANTED BY PLANNING COMMISSION

- **Rezone Request.** Recommend rezone to R-M.

STAFF REVIEW

City Staff has done a review of and have reviewed the following items:

Planning Review:

PL-1: ZONING

The primary current zoning for this project is Agriculture (A) a small portion of the project is currently zone Residential Moderate (R-M). The developer has requested a rezone for R-M which is consistent with the General Plan.

PL-2: PROJECT SIZE

The Project's approximately 5.461.

PL-3: LOT AREAS

The minimum lot area for R-M is 9000 sq ft. All lots are consistent with this requirement.

PL-4: **LOT WIDTH**

Minimum widths for R-M is maximum width of 80 feet for 25% of lots and minimum width of 100 feet for 25% of the lots with the average of all lots being more than 90 feet. The lots comply with this requirement.

PL-5: **SETBACKS**

Development will be able to accommodate all setback requirements with building permits.

PL-6: **ACCESS**

This development impacts cross access agreements found on private property. The inclusion of the road stub to the parcels on the south will accommodate access issues off of the Lester Drive extension. Access easements will either need to be vacated or amended prior to final approval.

PL-7: **ROADS**

The developer will be connecting Lester Drive to 7375 South. This will create a second egress opening up development opportunity in this area. Developer must complete this connection prior to any building permits being issued.

Engineering Review:

GENERAL

E1. **COMPLETE** Will Serve Letters. A. No additional “will serve” documentation is needed.

E2. **COMPLETE** Plan Review Approval Letters. Final plans must be sent to, and an approval letter received from the following entities: SWWID and RMP (or have RMP sign the plat).

E3. **COMPLETE** Development Agreement. The city staff is working on finalizing a draft with exhibits for the developer to review. This will go as a draft to the Planning Commission but is only for their information. It will go in its final form to the City Council. City Staff are still working to put this in its final form.

PLAT

E4. **TO BE COMPLETED PRIOR TO RECORDATION** Easements/Exceptions. There are several easements/rights-of-way that cross the property. Some must be vacated as part of the development, and others may be left in place. However, for those left in place, they will continue to show up on title reports and may cause issues with selling the lots after the plat is recorded. The easements owned by the city should be listed on the plat and noted as being vacated with the recordation of the plat. The private easements/rights-of-way must be vacated by permission of the owner as a recorded document. **All easements or private ROW’s that indicate they will be vacated by “separate instrument” are not required to be completed prior to final approval but must be recorded prior to recording the plat.**

RESOLUTION 23-40

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL
DECLARING CITY-OWNED PROPERTY
AT 1075 E LESTER DRIVE AS SURPLUS**

WHEREAS, South Weber City owns 1.82 acres of property at 1075 E Lester Drive (Parcel 130210054) and through a development agreement will allow a connecting road to be built as part of Kastlecove Phase 1 Subdivision which was the original intent for the purchase; and

WHEREAS, the procurement officer has reviewed the property and finds it is surplus to the city’s current and future needs; and

WHEREAS, pursuant to UCA §10-8-25 and City Code §2-1-18 a public hearing was held to receive public comment at City Council meeting September 26, 2023; and

WHEREAS, Council considered all comments and finds the city best served by declaring this property as surplus;

NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:

Section 1: Declaration: Parcel 130210054 of 1.82 acres at approximately 1075 E Lester described below is hereby declared surplus property which may be disposed per procurement guidelines.

BEG AT A PT 709.5 FT W FR SE COR OF SEC 28-T5N-R1W, SLM; TH N 90.97 FT; TH N 5^46'30" W 258.67 FT; TH N 83^52'30" W 161.18 FT; TH S 0^33'30" E 266.25 FT; TH N 83^52'30" W 161.18 FT TO SW COR OF PPTY CONV IN 358-622; TH S 0^33'30" E 121.85 FT, M/L, TO SEC LINE; TH E 346.03 FT, M/L, ALG SEC LINE TO POB. CONT. 1.82 ACRES

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 26th day of September, 2023.

Roll call vote is as follows:		
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Dills	FOR	AGAINST

Rod Westbroek, Mayor

Attest: Lisa Smith, Recorder

ORDINANCE 2023-13

AN ORDINANCE OF THE SOUTH WEBER CITY COUNCIL AMENDING THE CITY’S ZONING MAP CHANGING KASTLECOVE PHASE 1 SUBDIVISION, FROM AGRICULTURE AND RESIDENTIAL MODERATE ZONES TO RESIDENTIAL MODERATE ZONE

WHEREAS, Developer Layne Kap applied to rezone multiple parcels equaling approximately 5.461 acres at approximately 1050 E Lester Dr from agriculture (A) and residential moderate (R-M) to Residential Moderate (R-M); and

WHEREAS, a public hearing was held before the planning Commission on the 11th of May, 2023; and

WHEREAS, after careful review the Planning Commission unanimously recommended approval of this rezone request; and

WHEREAS, the City Council has considered the information available along with the recommendation and finds rezoning of the property described is consistent with the City’s General Plan and determined that it is in the best interest of the City to approve the change of zoning;

NOW, THEREFORE, BE IT ORDAINED by the City Council of South Weber City, State of Utah:

Section 1. Amendment: The property described in Exhibit A shall be changed to Residential Moderate in the South Weber City zoning map referenced in City Code § 10-1-5.

Section 2. General Repealer. Ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 3. Effective Date. This ordinance shall become effective immediately upon passage and publication as required by law.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 26th day of September, 2023.

MAYOR: Rod Westbroek

ATTEST: City Recorder, Lisa Smith

Roll call vote is as follows:		
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Dills	FOR	AGAINST

EXHIBIT A

LEGAL DESCRIPTION NEW PARCEL

PART OF THE SOUTHEAST QUARTER OF SECTION 28 AND THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LESTER STREET, SAID POINT BEING NORTH 89°49'39" WEST 701.39 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 28 (SOUTHEAST CORNER BEING SOUTH 89°49'39" EAST 2660.05 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 28); THENCE NORTH 89°49'39" WEST 232.90 FEET; THENCE SOUTH 51°39'54" EAST 15.81 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 235.00 FEET, AN ARC LENGTH OF 80.71 FEET, A DELTA ANGLE OF 19°40'41", A CHORD BEARING OF SOUTH 61°30'14" EAST, AND A CHORD LENGTH OF 80.31 FEET; THENCE SOUTH 00°10'21" WEST 22.62 FEET; THENCE ALONG A NONTANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 10.50 FEET, AN ARC LENGTH OF 16.49 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 44°49'39" WEST, AND A CHORD LENGTH OF 14.85 FEET; THENCE NORTH 89°49'39" WEST 95.52 FEET; THENCE NORTH 00°28'30" EAST 60.00 FEET; THENCE NORTH 89°49'40" WEST 371.20 FEET; THENCE NORTH 00°10'22" EAST 415.23 FEET; THENCE SOUTH 89°49'38" EAST 24.75 FEET; THENCE SOUTH 83°21'41" EAST 571.80 FEET; THENCE SOUTH 05°19'22" EAST 352.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 237,915 SQUARE FEET OR 5.462 ACRES.

CERTIFICATE OF POSTING

I hereby certify that Ordinance 2023-13 was passed and adopted on the 26th day of September, 2023 and that complete copies of the ordinance were posted in the following locations within the City this 27th day of September, 2023.

1. South Weber City Building, 1600 E. South Weber Drive
2. City Website www.southwebercity.com
3. Utah Public Notice Website Utah.gov/pmn

Lisa Smith, City Recorder

RESOLUTION 23-41

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL
APPROVING A DEVELOPMENT AGREEMENT BETWEEN SOUTH
WEBER CITY AND KASTLE ROCK EXCAVATION**

WHEREAS, Kastle Rock Excavation & Development LLC applied to develop 5.46 acres at approximately 1050 E Lester Drive into 11 building lots; and

WHEREAS, the city owns property within this proposed subdivision which was purchased for a future secondary access to South Weber Elementary and the homes in the vicinity; and

WHEREAS, the developer is agreeing to connect Lester Drive to 7375 S in exchange for the city land and a small portion of Lester Street to allow the new alignment; and

WHEREAS, a development agreement is essential to outline the specific order of tasks to accomplish before transfer of ownership will take place;

NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:

Section 1. Approval: The proposed development agreement as attached in **Exhibit 1** is hereby approved.

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 26th day of September, 2023.

Roll call vote is as follows:		
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Dills	FOR	AGAINST

Rod Westbroek, Mayor

Attest: Lisa Smith, Recorder

EXHIBIT 1
KASTLECOVE DEVELOPMENT
AGREEMENT

When recorded return to:
 South Weber City
 1600 East South Weber Drive
 South Weber, UT 84405

**DEVELOPMENT AGREEMENT
 FOR KASTLECOVE PHASE 1
 IN SOUTH WEBER CITY**

This **DEVELOPMENT AGREEMENT** (“Agreement”) is made and entered into as of this 26th day of September 2023, by and between **KASTLE ROCK EXCAVATION & DEVELOPMENT LLC**, a Utah limited liability company having its principal business address as 8085 South Juniper Court, South Weber, UT (hereinafter referred to as “Developer”), and **SOUTH WEBER CITY**, a municipal corporation of the State of Utah (hereinafter referred to as “City”), of 1600 East South Weber Drive, South Weber, UT 84405. Developer and City are hereinafter referred to individually as a “Party” and collectively as the “Parties”.

RECITALS

- A. Developer represents that it owns certain real property or is the authorized agent of the owner of property located within the city located at approximately 7382 South 1050 East, South Weber, UT, and more particularly described in **Exhibit A** (the “Property”).
- B. Developer wishes to develop or otherwise improve the Property pursuant to the City’s subdivision, zoning, and land use planning ordinances and requirements, as the Kastlecove Phase 1 Subdivision (the “Subdivision”).
- C. To establish the Subdivision, Developer will be required by city ordinance to install infrastructure for the Subdivision.
- D. In addition to the infrastructure required for the Subdivision, Developer has agreed to relocate an existing 16” culinary waterline from its current location to the proposed future city right-of-way for the Subdivision as shown in **Exhibit B**. Developer shall relocate and reinstall the waterline per current City Standards.
- E. City owns certain real property within the proposed Subdivision on Lester Street; more particularly described in **Exhibit C**, a copy of which is attached hereto and incorporated herein by reference (the “Land”). In exchange for all costs related to the construction of the road connecting Lester Street to 7375 South, along with the relocation of the waterline, the City will convey ownership of the Land to the Developer to be included as part of the Subdivision.
- F. City, acting pursuant to its authority under Utah Code Ann. § 10-9a-101, *et seq.*, and its land use policies, ordinances, and regulations, has made certain determinations with respect to the Development and, in the exercise of its administrative discretion, has elected to approve this Development Agreement for the purpose of specifying the obligations of the respective parties with

respect to the installation of required infrastructure improvements and such other matters as the Parties agree herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The foregoing Recitals and all Exhibits referenced therein are hereby incorporated by this reference and made part of this Agreement.
2. **City Laws and Purpose.** City determines that the provisions of this Agreement relating to establishment of Developer's rights and obligations are consistent with City laws, including the City's land use ordinances, the purposes set forth in the zoning district, and the City's General Plan. This Agreement has been adopted by City via resolution as an administrative act to implement the approval for the development of the Property.
3. **Approval.** This Agreement does not remove the Developer from their obligation to adhere to the City's established approval process. The Developer shall comply with all applicable time frames, as specified in the City Code. The Parties' respective obligations, as set forth herein, are subject to and conditioned upon City's final approval of the rezone of the Property and approval of the Kastlecove Phase 1 Subdivision.
4. **Relocation of Existing Culinary Waterline and Services.** Currently, an existing 16-inch (16") waterline serves the residents along Lester Street, with a portion of the waterline being located outside of a designated city right-of-way, as shown on **Exhibit B**. For maintenance purposes, City identified the need to relocate the existing waterline into a city right-of-way and install new service connections for all existing services connected to said waterline. Developer agrees to complete all work necessary to abandon the existing 16-inch (16") culinary waterline as shown in **Exhibit B** and install a new 16-inch (16") culinary waterline with all necessary fittings, valves, and services within the Subdivision's proposed city right-of-way. The waterline will be constructed to meet all current City standards in place at the time of development.
5. **Ingress / Egress Road.** The Developer is required to install an ingress/egress route for the Subdivision. Said ingress/egress road shall connect the existing 7375 South Street to the existing Lester Street. The road shall be constructed by the Developer to meet all current City standards in place at the time of development. This obligation may require the Developer to acquire additional properties or other necessary rights to use said properties to meet these obligations. Said acquisition shall be the sole obligation of Developer and shall be achieved at their sole cost and expense, unless otherwise agreed by the City at City's sole and ultimate discretion and in compliance with all applicable ordinances and other similar requirements.
6. **Right of Way Deed.** Prior to recordation of the plat, the Developer agrees to acquire all required signatures to record a vacation agreement and thereby release any and all rights associated with Right of Way Deeds, recorded in the Davis County Recorder's Office as Entry #305504 (Book 358 Page 622), #310020 (Book 368 Page 436), and #1414384 (Book 2310 Page 545-552).

7. **Lester Street Vacation.** Prior to recordation of the plat, the City agrees to vacate a portion of Lester Street, similar to the example shown in **Exhibit D**. The property will return to the last prior owner before it was dedicated as Lester Street right-of-way.
8. **Deed of Land.** In exchange for Developer relocating the culinary waterline as described in paragraph 4 and after fulfilling in order the requirements as outlined below, City shall deed the Land as described in **Exhibit C** to Developer through a Quitclaim Deed and cause such to be recorded with the Davis County Recorder.
 - 8.1. **Approvals.** Developer shall receive all required approvals from City for the Property including request to rezone, Subdivision approval, and this Agreement.
 - 8.2. **Pre-construction Meeting.** A pre-construction meeting shall be held with the Developer, City, Developer's Engineer, Developer's General Contractor, City Engineer, and all other entities as requested or required by the City. No work shall be completed on the Property until the pre-construction meeting is held.
 - 8.3. **Removal of Existing Home (7382 South 1025 East).** Developer shall obtain all required permits to remove the existing home and any outbuildings and clear the parcel for construction of the Subdivision. Developer shall ensure removal and proper disposal of all materials from the site and shall follow all applicable laws and regulations.
 - 8.4. **Construction of all Underground Infrastructure.** Developer shall install all required underground infrastructure as shown on the approved Subdivision improvement plans.
 - 8.5. **Completion of all Surface Improvements.** Developer shall complete all surface improvements (asphalt, curb, and gutter) including the connection to existing pavement on 7375 South and the closure of the North section of 1025 East (private road) between South Weber Drive and Lester Street.
 - 8.6. **Escrow for Remaining Public Improvements.** Developer shall escrow funds for all remaining public improvements prior to the recordation of the Subdivision Plat. Escrow shall be established as required by City ordinance.
9. **Costs and Fees.** Developer shall act as the owner of the Property and shall be the sole payor on the contract for the construction of all required improvements and all fees associated with required permits and approvals. City has no financial obligation related to this Property or to the terms of this Agreement.
10. **Warranty and Escrow.**
 - 10.1. Developer warrants to City that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all said materials and equipment will be of good quality, free from faults and defects and in conformance with all industry standards, plans, specifications, and laws. All such material and equipment not conforming to these requirements, including substitutions not properly approved and authorized, shall be

considered defective. If required by City, Developer shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

10.2. Without limiting any special warranties contained herein, Developer guarantees that the Property and all portions thereof will be free from all defects in material and workmanship for a period of one (1) year following completion of the Subdivision. As part of the guarantee, Developer agrees to commence repair or replacement of any defective material or equipment and performance of any labor necessary to correct any such defect in the Subdivision within fifteen (15) business days after receipt of notice thereof and thereafter to diligently prosecute all corrective work to completion, all at Developer's sole cost and expense.

10.3. City shall retain the equivalent of ten percent (10%) of the Developer's cost of the Subdivision in an escrow to be kept and maintained for one (1) year commencing upon the date of substantial completion of the Subdivision in order to ensure compliance with the one (1) year warranty set forth herein and the condition of the Subdivision after the one (1) year period. The money held in escrow shall be returned to Developer upon request for final inspection and after final acceptance by the City Council after one (1) year from substantial completion of the Subdivision. Notwithstanding anything to the contrary, the money held in escrow may not be used by Developer during the one (1) year period to perform warranty work as required under the warranty provisions set forth herein.

11. Successors and Assigns.

11.1. **Binding Effect.** This Agreement shall be binding upon the successors and assigns of the Parties. Developer acknowledge and agree that if the City is not paid in full in a timely fashion by Developer of all monies as stated in this Agreement, no future development will be permitted by City on the Property until full payment is made.

11.2. **Assignment.** Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any unrelated third-party individual or entity without assigning the rights and responsibilities under this Agreement and without the prior written consent of City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to South Weber City, and the prior written consent of City may also be evidenced by letter from City to Developer.

12. **Default.** In the event either Party fails to perform its obligations hereunder or to comply with the terms and commitments hereof and does not otherwise cure or comply within thirty (30) days after having been given written notice of default from the other Party, the non-defaulting Party may, at its election, have the following remedies, which shall be cumulative.

12.1. All rights and remedies available at law and in equity, including but not limited to injunctive relief, specific performance, and/or damages;

12.2. To cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and

- 12.3. The right to withhold all further approvals, licenses, permits, or other rights associated with any activity or development described in this Agreement, to the extent allowed by law, until such default is cured.
13. **Insolvency.** Insolvency, bankruptcy, or any voluntary or involuntary assignment by any Party for the benefit of creditors, which action is unresolved for a period of one hundred eighty (180) days, shall be deemed to be a default by such Party under this Agreement.
14. **Court Costs and Attorneys' Fees.** In the event of any legal action or defense between the Parties arising out of or related to this Agreement or any of the documents provided for herein, the prevailing Party or Parties shall be entitled, in addition to the remedies and damages, if any awarded in such proceedings, to recover their costs and reasonable attorneys' fees.
15. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such Party at:

Developer: Kastle Rock Excavation & Development, L.L.C.
8085 East Juniper Court
South Weber, UT 84405

City: South Weber City
Attention: City Manager
1600 East South Weber Drive
South Weber, UT 84405

Any Party may change its address or notice by giving written notice to the other Parties in accordance with the provisions of this section.

16. General Terms and Conditions.

- 16.1. **Amendments.** Any alteration or change to this Agreement shall be made only after complying with any applicable notice and hearing provisions of MLUDMA and applicable provisions of the City Laws.
- 16.2. **Captions and Construction.** This Agreement shall be construed according to its fair meaning and as if prepared by all Parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. Furthermore, this Agreement shall be construed to effectuate the public purposes, objectives and benefits set forth herein while protecting any compelling countervailing public interest and providing to Developer vested development rights as described herein. As used in this Agreement, the words "include" and "including" shall mean "including, but not limited to" and shall not be interpreted to limit the generality of the terms preceding such word.
- 16.3. **Term of Agreement.** The term of this Agreement shall be for a period of five (5) years.

- 16.4. **Agreement to Run with the Land.** This Agreement shall be recorded in the office of the Davis County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 16.5. **No Representations or Warranties.** Except for the duties, obligations and express warranties of the Parties set forth herein, including each Party's representation and warranty that each Party has authority to sign for and bind themselves and the persons or entities for whom they sign or for whom they imply to sign, the Parties make no representations or warranties of any kind or nature whatsoever.
- 16.6. **No Warranty of Subdivision Approval.** Nothing in this Agreement expressly or impliedly guarantees or otherwise warrants the approval, final or otherwise, of the City or any of its subdivisions of any subdivision or other land use application with respect to the Property or any portion thereof, inasmuch as said approval(s) is a legislative determination to be carried out independently by and through the different and varying bodies and commissions of the City, including, but not limited to, the City Council.
- 16.7. **Legal Representation.** Each of the Parties hereto acknowledge that they each have been represented by legal counsel in negotiating this Agreement and that no Party shall have been deemed to have been the drafter of this Agreement.
- 16.8. **Non-Liability of City Officials.** No officer, representative, agent or employee of the City shall be personally liable to any other Party hereto or any successor in interest or assignee of such Party in the event of any default or breach by the defaulting Party, or for any amount which may become due the non-defaulting Party, its successors or assigns, or for any obligation arising under the terms of this Agreement.
- 16.9. **Entire Agreement.** This Agreement, together with the exhibits hereto, integrates all the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.
- 16.10. **No Third-Party Rights.** The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Parties named herein. The Parties alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.
- 16.11. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of nature, government restrictions, regulations or controls, judicial orders, enemy or hostile government actions, war, civil commotions, fires, floods, earthquakes or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder, shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage. Any Party seeking relief under the provisions of this paragraph must have noticed

the other parties in writing of a force majeure event within thirty (30) days following the occurrence of the claimed force majeure event.

16.12. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

16.13. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

16.14. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Davis County, Utah.

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

[Signature Pages Follow]

Development Agreement for Kastle Cove Phase 1

“Developer”

Kastle Rock Excavation & Development, LLC

By _____

Title _____

Witness the hand of said grantors, this _____ day of _____ 2023.

Kastle Rock Excavation & Development, LLC

State of Utah)
) ss.

County of Davis)

On this _____ day of _____, 2023, personally appeared before me,
 , the signer of the foregoing instrument, who duly
acknowledged that he/she is the _____ of Kastle Rock Excavation & Development, a
Utah limited liability company and signed said document in behalf of said Kastle Rock Excavation &
Development, L.L.C. by Authority of its Bylaws or Resolution of its Board of Directors, and said
_____ acknowledged to me said Limited Liability Company
executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

NOTARY PUBLIC

Development Agreement for Kastlecove Phase 1

“City”
SOUTH WEBER CITY

By _____
David Larson, City Manager

Attest: Lisa Smith, City Recorder

State of Utah)
) ss.
County of Davis)

Subscribed and sworn to before me on this _____ day of _____, 2023, by David
Larson.

WITNESS my hand and official seal the day and year in this certificate first above written,

NOTARY PUBLIC

Exhibit A

The "Property"

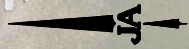
(Boundary Description of the Kastlecove Subdivision)

PART OF THE SOUTHEAST QUARTER OF SECTION 28 AND THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

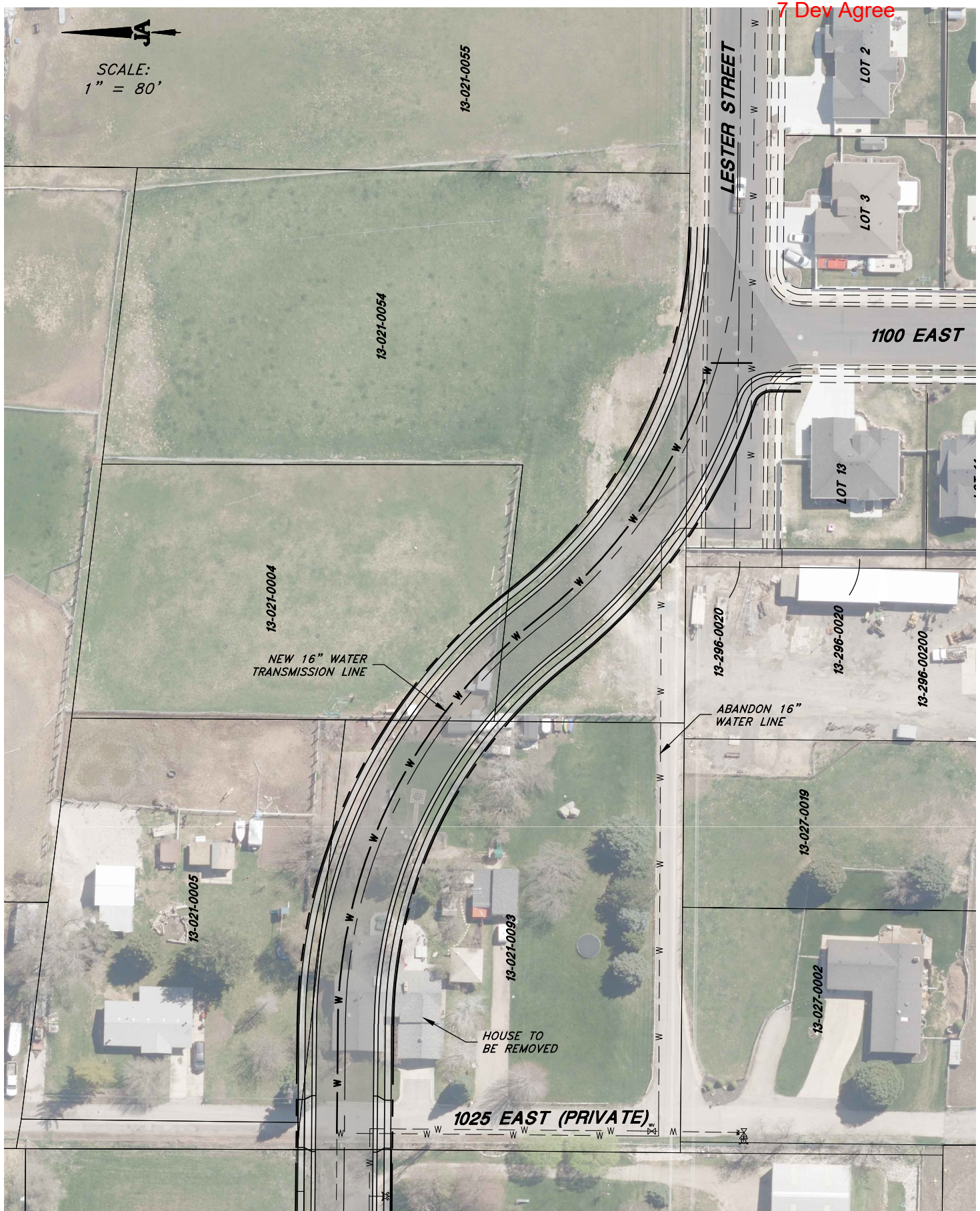
BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LESTER STREET, SAID POINT BEING NORTH 89°49'39" WEST 701.39 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 28 (SOUTHEAST CORNER BEING SOUTH 89°49'39" EAST 2660.05 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 28); THENCE NORTH 89°49'39" WEST 232.90 FEET; THENCE SOUTH 51°39'54" EAST 15.81 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 235.00 FEET, AN ARC LENGTH OF 80.71 FEET, A DELTA ANGLE OF 19°40'41", A CHORD BEARING OF SOUTH 61°30'14" EAST, AND A CHORD LENGTH OF 80.31 FEET; THENCE SOUTH 00°10'21" WEST 22.62 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 10.50 FEET, AN ARC LENGTH OF 16.49 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 44°49'39" WEST, AND A CHORD LENGTH OF 14.85 FEET; THENCE NORTH 89°49'39" WEST 95.52 FEET; THENCE NORTH 00°28'30" EAST 60.00 FEET; THENCE NORTH 89°49'40" WEST 371.20 FEET; THENCE NORTH 00°10'22" EAST 415.23 FEET; THENCE SOUTH 89°49'38" EAST 24.75 FEET; THENCE SOUTH 83°21'41" EAST 571.80 FEET; THENCE SOUTH 05°19'22" EAST 352.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 237,915 SQUARE FEET OR 5.462 ACRES.

7 Dev Agree



SCALE:
1" = 80'



13-021-0055

13-021-0054

13-021-0004

NEW 16" WATER
TRANSMISSION LINE

13-021-0005

13-021-0093

HOUSE TO
BE REMOVED

1025 EAST (PRIVATE)

LESTER STREET

1100 EAST

LOT 2

LOT 3

LOT 13

13-296-0020

13-296-0020

13-296-00200

ABANDON 16"
WATER LINE

13-027-0019

13-027-0002



CONSULTING ENGINEERS

6080 Fashion Point Drive
South Ogden, Utah 84403 (801) 476-9767

SOUTH WEBER CITY CORPORATION

KASTLECOVE PHASE 1

WATERLINE RELOCATION EXHIBIT

21-6-87

EXHIBIT

B

Exhibit C

The "Land"

PART OF THE SOUTHEAST QUARTER OF SECTION 28 TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 709.5 FEET WEST FROM SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN THE CITY OF SOUTH WEBER, RUNNING THENCE NORTH 90.97 FEET; THENCE NORTH 5°46'30" WEST 258.67 FEET; THENCE NORTH 83°52'30" WEST 161.18 FEET; THENCE SOUTH 0°33'30" EAST 266.25 FEET; THENCE NORTH 83°52'30" WEST 161.18 FEET TO SOUTHWEST CORNER OF PROPERTY CONVEYED IN BOOK 358, AT PAGE 622 OF OFFICIAL RECORDS; THENCE SOUTH 0°33'30" EAST 121.85 FEET, MORE OR LESS, TO THE SECTION LINE; THENCE EAST 346.03 FEET, MORE OR LESS ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

BEARINGS ARE DAVIS COUNTY. ROTATE CLOCKWISE 0°41'31" FOR NAD 83 BEARINGS.

CONTAINING 79,279.2 SQUARE FEET AND 1.82 ACRES.

EXHIBIT D

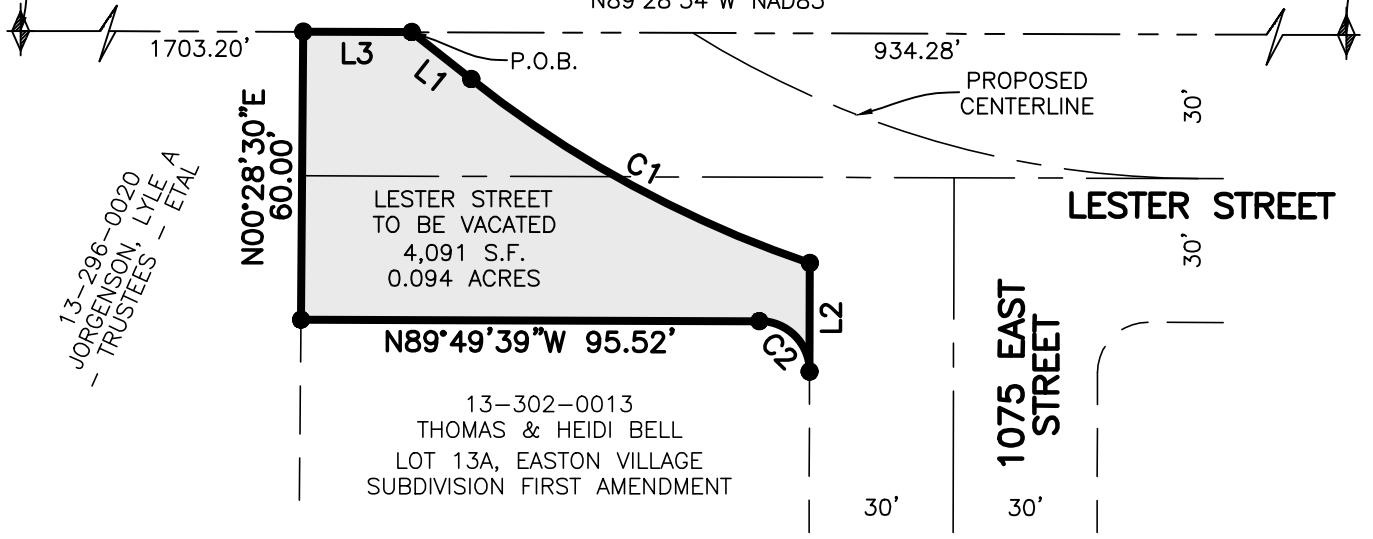
SOUTH WEBER CITY
LESTER STREET VACATION

NORTHEAST CORNER OF
SECTION 33, TOWNSHIP 5
NORTH, RANGE 1 WEST, SALT
LAKE BASE AND MERIDIAN,
U.S. SURVEY, FOUND BRASS
CAP MONUMENT

NORTH QUARTER CORNER OF
SECTION 33, TOWNSHIP 5
NORTH, RANGE 1 WEST, SALT
LAKE BASE AND MERIDIAN,
U.S. SURVEY, FOUND BRASS
CAP MONUMENT

PROPOSED KASTLECOVE
SUBDIVISION

N89°49'39"W (BASIS OF BEARINGS) 2660.05'
N89°28'34"W NAD83



CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	235.00'	80.71'	80.31'	40.76'	S61°30'14"E	19°40'41"
C2	10.50'	16.49'	14.85'	10.50'	N44°49'39"W	90°00'00"

LINE TABLE

LINE	BEARING	DISTANCE
L1	S51°39'54"E	15.81'
L2	S00°10'21"W	22.62'
L3	S89°49'39"E	22.57'



VICINITY MAP
NOT TO SCALE

LEGEND

- = SECTION CORNER
- = SET 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES"
- = BOUNDARY LINE
- = ADJOINING PROPERTY
- = ROAD CENTERLINE
- = SECTION TIE LINE
- = STREET VACATION



1"=40'



Reeve & Associates, Inc.

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: 05-16-2023
Name: EXHIBIT B
Number: 5918-18
Scale: 1"=40'

RESOLUTION 23-42

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING THE FINAL PLAT FOR KASTLECOVE SUBDIVISION

WHEREAS, an application for subdividing 5.462 acres at approximately 1050 E Lester Drive into 11 building lots was submitted by Layne Kap; and

WHEREAS, both the City Planner and the City Engineer have analyzed all forms presented and found all conditions of City Code met and relayed their findings to the Planning Commission; and

WHEREAS, The South Weber City Planning Commission held a public hearing for the subdivision on the 11th of May, 2023; and

WHEREAS, the Planning Commission reviewed all the supporting documents in an open public meeting on the 16th of August, 2023 and gave a favorable recommendation for approval by the City Council at the same hearing; and

WHEREAS, the City Council verified all reviews and recommendations in a public meeting on the 26th of September, 2023 and after thorough consideration approved the plat as presented;

NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:

Section 1. Approval: Final Plat for Kastlecove Subdivision located at approximately 1050 E Lester Drive is hereby approved as included in **Exhibit 1**.

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 26th day of September, 2023.

Roll call vote is as follows:		
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Dills	FOR	AGAINST

Rod Westbroek, Mayor

Attest: Lisa Smith, Recorder

EXHIBIT 1
KASTLECOVE PLAT

KASTLECOVE SUBDIVISION

PART OF THE SOUTHEAST QUARTER OF SECTION 28 AND THE NORTHEAST QUARTER OF SECTION 33, T.5N., R.1W., S.L.B.&M., U.S. SURVEY
CITY OF SOUTH WEBER, DAVIS COUNTY, UTAH
AUGUST, 2023

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	235.00'	73.97'	73.66'	37.29'	S60°40'55"E	18°02'04"
C2	10.50'	16.49'	14.85'	10.50'	N44°49'39"W	90°00'00"
C3	165.00'	76.29'	75.61'	38.84'	N76°34'55"W	26°29'27"
C4	165.00'	33.61'	33.55'	16.86'	N57°30'03"W	11°40'19"
C5	200.00'	22.25'	22.24'	11.14'	N54°51'07"W	6°22'27"
C6	50.00'	39.49'	38.47'	20.84'	N15°42'42"E	45°14'49"
C7	50.00'	69.28'	63.87'	41.50'	N46°36'23"W	79°23'20"
C8	50.00'	71.86'	65.83'	43.73'	S52°31'39"W	82°20'37"
C9	50.00'	28.82'	28.42'	14.82'	S05°09'17"E	33°01'14"
C10	10.00'	10.47'	10.00'	5.77'	S08°20'06"W	60°00'00"
C11	235.00'	56.76'	56.62'	28.52'	N58°35'02"W	13°50'17"
C12	235.00'	90.00'	89.45'	45.56'	N76°28'28"W	21°56'35"
C13	235.00'	9.77'	9.77'	4.88'	N88°38'12"W	2°22'53"
C14	200.00'	133.21'	130.76'	69.18'	N70°44'46"W	38°09'44"
C15	165.00'	82.19'	81.34'	41.96'	N65°56'04"W	28°32'21"
C16	165.00'	27.71'	27.68'	13.89'	N85°00'56"W	9°37'24"

NARRATIVE

THE PURPOSE OF THIS PLAT IS TO CREATE AN ELEVEN LOT SUBDIVISION AS SHOWN. THE BOUNDARY WAS DETERMINED BY OCCUPATION AND DEED. ALL REAR LOT CORNERS WERE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES".

NOTES

- ALL OF LOT 108 IS COVERED BY A DRAINAGE EASEMENT AND WILL BE USED AS A RETENTION BASIN UNTIL SUCH TIME THAT DOWNSTREAM INFRASTRUCTURE ALLOWS FOR THE RETENTION BASIN TO BE ABANDONED, THE EASEMENT VACATED, AND A HOME TO BE BUILT, AS APPROVED BY THE CITY. THIS LOT WILL BE MAINTAINED BY THE OWNER OF THE LOT UNTIL THE RETENTION BASIN IS ALLOWED TO BE ABANDONED.
- PARCEL A TO BE MAINTAINED BY THE OWNERS OF PARCELS 13-027-0002, 13-027-0019, AND 13-296-0020.
- PARCEL B TO BE MAINTAINED BY KASTLE ROCK EXCAVATION & DEVELOPMENT.
- ALL OF PARCEL B IS A GENERAL UTILITY EASEMENT.
- ENTRY NO. 975297 AND 975298 TO BE VACATED WITH THE RECORDATION OF THIS PLAT.

PRELIMINARY PLAT NOT FOR RECORDATION

BOUNDARY DESCRIPTION

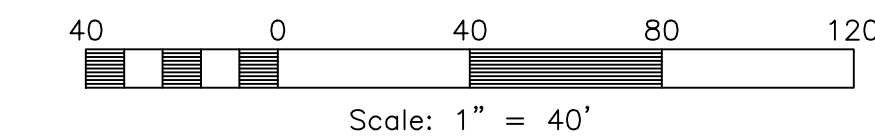
PART OF THE SOUTHEAST QUARTER OF SECTION 28 AND THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LESTER STREET, SAID POINT BEING NORTH 89°49'39" WEST 701.39 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 28 (SOUTHEAST CORNER BEING SOUTH 89°49'39" EAST 2660.05 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 28); THENCE NORTH 89°49'39" WEST 232.90 FEET; THENCE SOUTH 51°39'54" EAST 15.81 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 235.00 FEET, AN ARC LENGTH OF 80.71 FEET, A DELTA ANGLE OF 19°40'41", A CHORD BEARING OF SOUTH 61°30'14" EAST, AND A CHORD LENGTH OF 80.31 FEET; THENCE SOUTH 00°10'21" WEST 22.62 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 10.50 FEET, AN ARC LENGTH OF 16.49 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 44°49'39" WEST, AND A CHORD LENGTH OF 14.85 FEET; THENCE NORTH 89°49'39" WEST 95.52 FEET; THENCE NORTH 00°28'30" EAST 60.00 FEET; THENCE NORTH 89°49'40" WEST 371.20 FEET; THENCE NORTH 00°10'22" EAST 415.23 FEET; THENCE SOUTH 89°49'38" EAST 24.75 FEET; THENCE SOUTH 83°21'41" EAST 571.80 FEET; THENCE SOUTH 05°19'22" EAST 352.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 237,915 SQUARE FEET OR 5.462 ACRES.

LEGEND

- SECTION CORNER
- SET 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES"
- SET NAIL
- CENTERLINE MONUMENT
- BOUNDARY LINE
- LOT LINE
- ADJOINING PROPERTY
- ROAD CENTERLINE
- 10' GENERAL UTILITY EASEMENT (G.U.E.)
- SECTION TIE LINE
- EXISTING HOUSE



LINE TABLE

LINE	BEARING	DISTANCE
L1	S51°39'54"E	23.91'
L2	S00°10'21"W	19.85'
L3	N51°39'54"W	30.89'
L4	S83°20'06"W	14.14'
L5	S38°20'06"W	22.13'
L6	N06°39'54"W	14.14'
L7	S83°20'06"W	14.14'
L8	N06°39'54"W	14.14'
L9	N51°39'54"W	15.00'

BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS PLAT IS THE SECTION LINE BETWEEN THE SOUTHEAST CORNER AND THE SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, SHOWN HEREON AS: NORTH 89°49'39" WEST (NORTH 89°28'34" WEST NAD83)



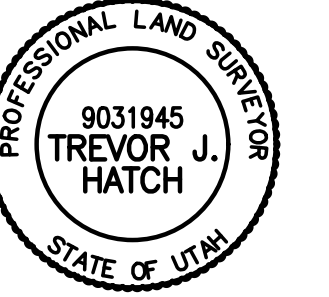
SURVEYOR'S CERTIFICATE

I, **TREVOR J. HATCH**, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF **KASTLECOVE SUBDIVISION** IN **SOUTH WEBER CITY, DAVIS COUNTY, UTAH**, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE **DAVIS COUNTY** RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND, I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF **SOUTH WEBER CITY, DAVIS COUNTY** CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 20____.

9031945

UTAH LICENSE NUMBER



OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO ELEVEN LOTS AS SHOWN ON THE PLAT AND NAME SAID TRACT **KASTLECOVE SUBDIVISION**, AND DO HEREBY DEDICATE TO SOUTH WEBER CITY, DAVIS COUNTY, UTAH, ALL PARTS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER; AND ALSO DEDICATE TO SOUTH WEBER THOSE CERTAIN STRIPS AS EASEMENTS FOR GENERAL UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF GENERAL UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY SOUTH WEBER CITY WITH NO BUILDINGS OR STRUCTURES BEING ERRECTED WITHIN ANY EASEMENT DESCRIBED HEREON AND ALSO DEDICATE PARCEL A AS A WATER AND SEWER EASEMENT AND ALSO DEDICATE PARCEL B TO KASTLE ROCK EXCAVATION & DEVELOPMENT AS A GENERAL UTILITY EASEMENT AND A POWER EASEMENT AND ALSO DEDICATE THE 20' SEWER EASEMENT TO SOUTH WEBER CITY.

SIGNED THIS _____ DAY OF _____, 20____.

KASTLE ROCK EXCAVATION & DEVELOPMENT LLC

NAME/TITLE _____
 SOUTH WEBER CITY
 NAME/TITLE _____

ACKNOWLEDGMENT

STATE OF UTAH)SS.
COUNTY OF _____)
ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE _____ OF SAID LLC AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID LLC FOR THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC _____
 MY COMMISSION EXPIRES: _____
 RESIDING IN _____ COUNTY, _____

ACKNOWLEDGMENT

STATE OF UTAH)SS.
COUNTY OF _____)
ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE _____ SAID CORPORATION AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC _____
 MY COMMISSION EXPIRES: _____
 RESIDING IN _____ COUNTY, _____

PROJECT INFORMATION

Surveyor: **T. HATCH**
 Project Name: **KASTLECOVE SUBDIVISION**
 Designer: **N. ANDERSON**
 Number: **5918-18**
 Scale: **1"=40'**
 Begin Date: **3-8-2023**
 Checked: _____

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
 _____ FILED FOR RECORD _____ AT _____
 _____ IN BOOK _____ OF _____
 THE OFFICIAL RECORDS, PAGE _____
 RECORDED FOR: _____



ROCKY MOUNTAIN POWER

APPROVED BY ROCKY MOUNTAIN POWER THIS THE _____ DAY OF _____, 20____.

ROCKY MOUNTAIN POWER

SOUTH WEBER CITY PLANNING COMMISSION

APPROVED BY THE SOUTH WEBER PLANNING COMMISSION ON THIS THE _____ DAY OF _____, 20____.

CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION

SOUTH WEBER CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

SOUTH WEBER CITY ENGINEER DATE _____

SOUTH WEBER CITY COUNCIL

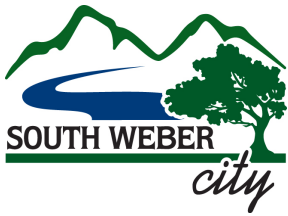
PRESENTED TO THE SOUTH WEBER CITY COUNCIL THIS THE _____ DAY OF _____, 20____, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

SOUTH WEBER CITY MAYOR ATTEST: _____ CITY RECORDER

SOUTH WEBER CITY ATTORNEY

APPROVED BY THE SOUTH WEBER CITY ATTORNEY THIS THE _____ DAY OF _____, 20____.

SOUTH WEBER CITY ATTORNEY



MEETING DATE

September 26, 2023

PREPARED BY

Trevor Cahoon,
Community Services Dir.

ITEM TYPE

Administrative

ATTACHMENTS

RES 23-43 Final Plat
Kastlecove Phase 2

AGENDA ITEM

Resolution 23-43: Kastlecove Phase 2 Final Plat

RECOMMENDATION

Planning Commission recommended approval of the Final Subdivision Plat.

BACKGROUND

Project Information	
Project Name	Kastlecove Phase 2
Site Location	Approx 7550 S 1160 E
Tax ID Number	130270018
Applicant	Layne Kap
Owner	Kastle Rock Excavation & Development LLC
Proposed Actions	Final Plat
Current Zoning	R-M
General Plan Land Use Classification	R-M
Gross Site	Approx 8.852
Number of Units	13
Units Per Acre	1.47

ANALYSIS

ITEMS FOR CITY COUNCIL REVIEW

- **Final Plat.** After the preliminary plan approval, the next step in the process is recommending approval or denial of the Final Plat to the City Council. The Planning Commission as the Land Use Authority has made approvals of the preliminary plans after which the City Staff verifies the improvement plans are finalized to construction ready drawings. The Plat is the only item that needs City Council approval as this is a decision about how to subdivide the property. Final Plat Items to Consider:
 - *Legal Description:* This has been supplied
 - *Subdivision Name:* The Subdivision name appears on the plat and is consistent with the application that has been submitted.
 - *Lot Sizes and Orientation:* All lot sizes are consistent with the R-M zoning.
 - *Addresses and Street Names:* This has been completed.
 - *Parcel Numbers or Lot Numbers of Surrounding Properties:* This plat has that necessary information.
 - *Right-of-Way (ROW):* The ROW has been indicated on the drawings for dedication to the City and the widths comply with the City Standards.
 - *Utility Easements:* The General Utility Easement required is indicated on the plat.

- *Signature Boxes:* All signature boxes are supplied.

APPROVALS PREVIOUSLY GRANTED BY PLANNING COMMISSION

- **Preliminary Plat.**
- **Improvement Plans:** Developer has submitted improvement plans to be included in the submission.
- **Preliminary Plan Acceptance.** Planning Commission to Review that the Preliminary Application is complete, and any conditions of approval are satisfied.
 - *Conditions of Approval:*
 - The Planning Commission placed no conditions of approval on the subdivision. **Complete.**
 - The preliminary plan is complete and constitutes a full application.

RECOMMENDATIONS PREVIOUSLY GRANTED BY PLANNING COMMISSION

N/A

STAFF REVIEW

City Staff has done a review of and have reviewed the following items:

Planning Review:

PL-1: ZONING

The primary current zoning for this project is Residential Moderate (R-M).

PL-2: PROJECT SIZE

The Project's approximately 8.852.

PL-3: LOT AREAS

The minimum lot area for R-M is 9000 sq ft. All lots are consistent with this requirement.

PL-4: LOT WIDTH

Minimum widths for R-M is maximum width of 80 feet for 25% of lots and minimum width of 100 feet for 25% of the lots with the average of all lots being more than 90 feet. The lots comply with this requirement.

PL-5: SETBACKS

Development will be able to accommodate all setback requirements with building permits.

PL-6: ACCESS

Development cannot receive building permits until Kastle Cove Phase 1 has completed the construction of the ROW.

PL-7: ROADS

All roadways comply with the General Plan.

Engineering Review:



GENERAL

- E1. **COMPLETE** Will Serve Letters. A. No additional “will serve” documentation is needed.
- E2. **COMPLETE** Plan Review Approval Letters.
- E3. **COMPLETE** Geotechnical Report & Sensitive Lands.

PLAT

- E4. **COMPLETE** Addresses. Addresses have been added.
- E5. **COMPLETE** Easements. In order to provide adequate utility services to the adjacent property to the east, storm drain, and sewer need to be stubbed across the north end of Lot 1. A 20’ combined easement needs to be added and labeled. There is also an existing water easement across several lots. A portion of this can be vacated with the plat if identified as such. The irrigation easement on Lot 8 needs to be labeled.
- E6. **COMPLETE** Plat Comments. The Plat has been marked up with comments (attached to this memo). Please address and resubmit.

RESOLUTION 23-43

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING THE FINAL PLAT FOR KASTLECOVE PHASE 2 SUBDIVISION

WHEREAS, an application for subdividing 8.852 acres at approximately 7550 S 1160 E into 13 building lots was submitted by Layne Kap; and

WHEREAS, both the City Planner and the City Engineer have analyzed all forms presented and found all conditions of City Code met and relayed their findings to the Planning Commission; and

WHEREAS, The South Weber City Planning Commission held a public hearing for the subdivision on the 11th of May, 2023; and

WHEREAS, the Planning Commission reviewed all the supporting documents in an open public meeting on the 16th of August, 2023 and gave a unanimous recommendation for approval by the City Council at the same hearing; and

WHEREAS, the City Council verified all reviews and recommendations in a public meeting on the 26th of September, 2023 and after thorough consideration approved the plat as presented;

NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:

Section 1. Approval: Final Plat for Kastlecove Phase 2 Subdivision located at approximately 7550 S 1160 E is hereby approved as included in **Exhibit 1**.

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 26th day of September, 2023.

Roll call vote is as follows:		
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Dills	FOR	AGAINST

Rod Westbroek, Mayor

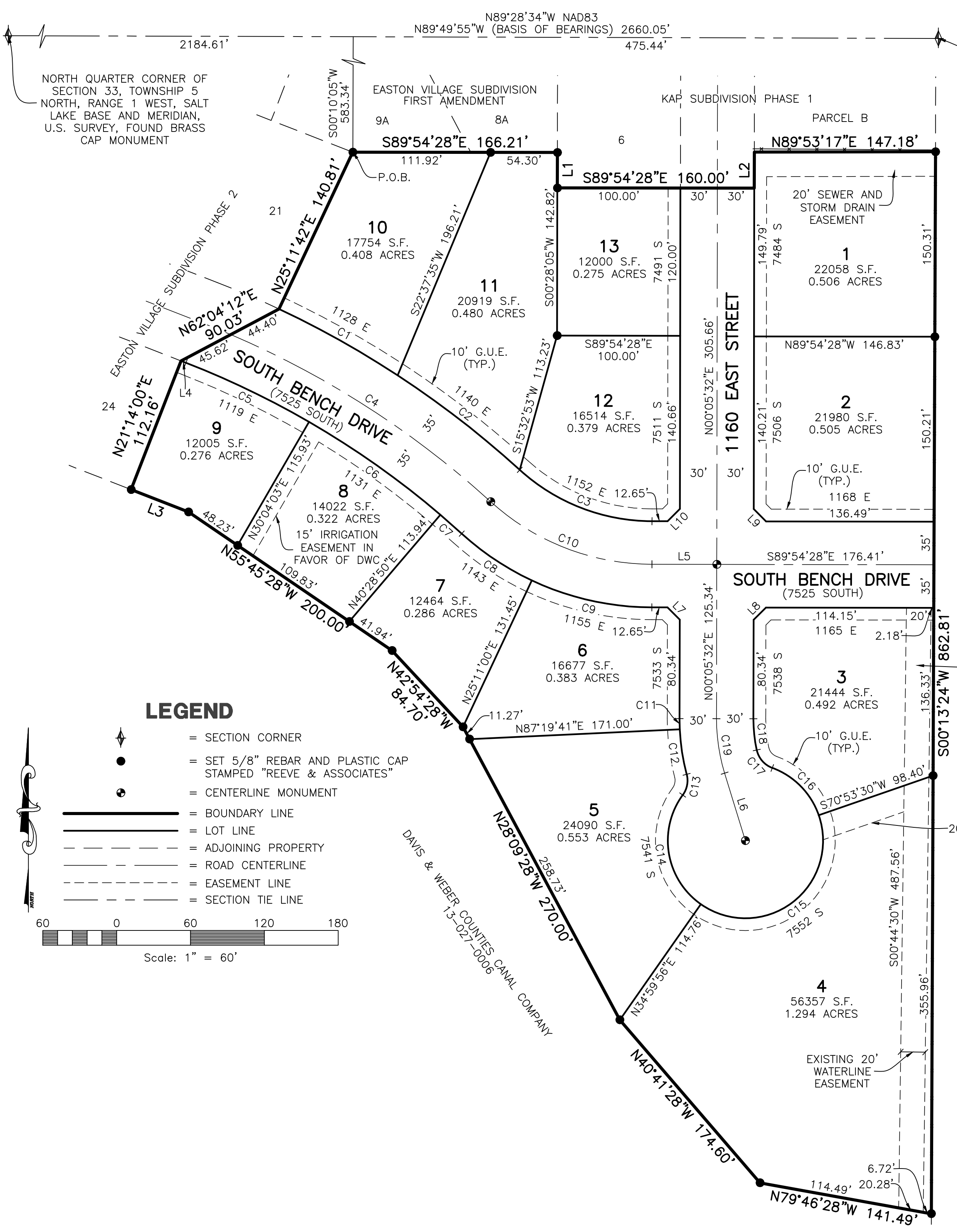
Attest: Lisa Smith, Recorder

EXHIBIT 1
KASTLE COVE PHASE 2 PLAT

KASTLECOVE 2 SUBDIVISION

PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY
CITY OF SOUTH WEBER, DAVIS COUNTY, UTAH
AUGUST, 2023

Reeve & Associates, Inc. - Solutions You Can Build On



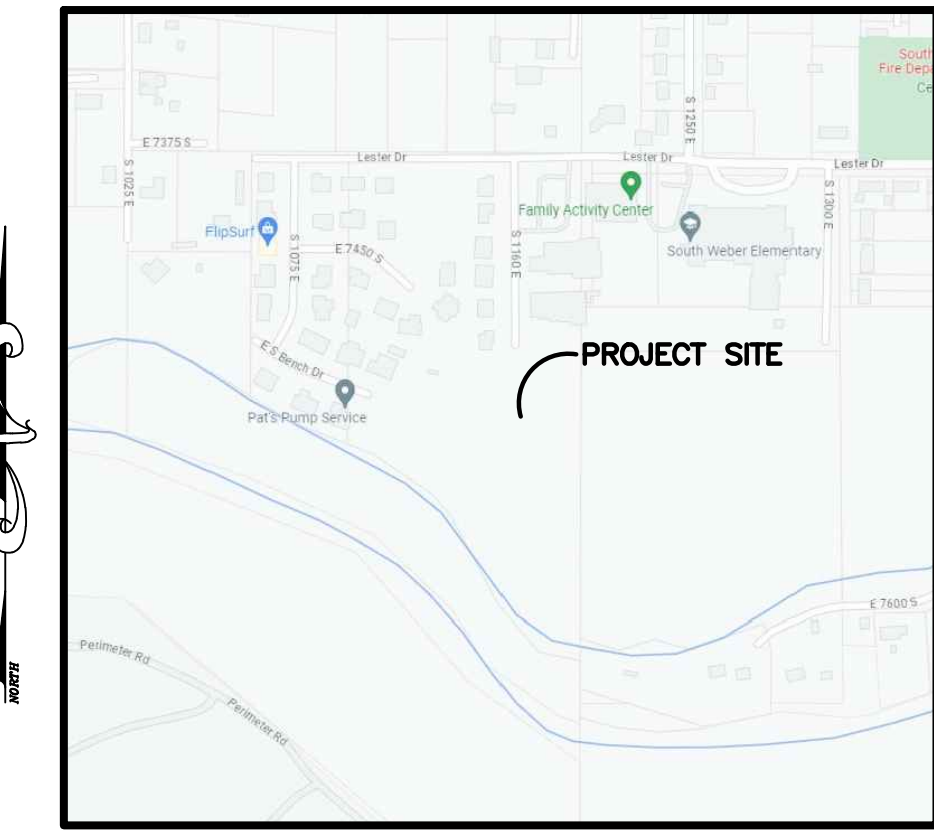
LEGEND

- SECTION CORNER
- SET 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES"
- CENTERLINE MONUMENT
- BOUNDARY LINE
- LOT LINE
- ADJOINING PROPERTY
- ROAD CENTERLINE
- EASEMENT LINE
- SECTION TIE LINE

Scale: 1" = 60'

NORTHEAST CORNER OF SECTION 33, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, FOUND BRASS CAP MONUMENT

NOTE
POTENTIAL LOW PRESSURES ON THE SECONDARY WATER SYSTEMS MAY BE FOUND. HOME OWNER'S RESPONSIBILITY TO INSTALL BOOSTER PUMP AS NECESSARY.



VICINITY MAP
NOT TO SCALE

NARRATIVE

THE PURPOSE OF THIS PLAT IS TO CREATE A THIRTEEN LOT SUBDIVISION AS SHOWN. THE BOUNDARY WAS DETERMINED BY OCCUPATION AND DEED AND BY RETRACING EXISTING SUBDIVISIONS TO THE NORTH AND WEST. ALL REAR LOT CORNERS WERE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES". ALL FRONT LOT CORNERS WERE SET WITH A LEAD PLUG IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.

BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS PLAT IS THE SECTION LINE BETWEEN THE NORTHEAST CORNER AND THE NORTH QUARTER CORNER OF SECTION 33, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, SHOWN HEREON AS: NORTH 89°49'55" WEST (NORTH 89°28'34" WEST NAD83)

BOUNDARY DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 21 OF EASTON VILLAGE SUBDIVISION PHASE 2, SAID POINT BEING NORTH 89°49'55" WEST 475.44 FEET AND SOUTH 00°10'05" WEST 583.34 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 33 (NORTHEAST CORNER BEING SOUTH 89°49'55" EAST 2660.05 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 33); THENCE SOUTH 89°54'28" EAST 166.21 FEET ALONG THE SOUTH LINE OF LOTS 8A AND 9A OF EASTON VILLAGE SUBDIVISION FIRST AMENDMENT TO THE WEST LINE OF LOT 6 OF KAP SUBDIVISION PHASE 1; THENCE SOUTH 00°05'32" WEST 28.76 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID LOT 6; THENCE ALONG THE SOUTH LINE OF KAP SUBDIVISION PHASE 1 THE FOLLOWING THREE (3) COURSES: (1) SOUTH 89°54'28" EAST 160.00 FEET; (2) NORTH 00°05'32" EAST 29.34 FEET; AND (3) NORTH 89°53'17" EAST 147.18 FEET TO A POINT ON AN EXISTING FENCE; THENCE SOUTH 00°13'24" WEST 862.81 FEET ALONG SAID EXISTING FENCE; THENCE NORTH 79°46'28" WEST 141.49 FEET; THENCE NORTH 40°41'28" WEST 174.60 FEET; THENCE NORTH 28°09'28" WEST 270.00 FEET; THENCE NORTH 42°54'28" WEST 84.70 FEET; THENCE NORTH 55°45'28" WEST 200.00 FEET; THENCE NORTH 68°40'28" WEST 50.07 FEET TO THE EAST LINE OF LOT 24 OF EASTON VILLAGE SUBDIVISION PHASE 2; THENCE NORTH 21°14'00" EAST 112.16 FEET ALONG SAID EAST LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH BENCH DRIVE; THENCE NORTH 62°04'12" EAST 90.03 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH BENCH DRIVE AND THE EAST LINE OF LOT 21 OF EASTON VILLAGE SUBDIVISION PHASE 2; THENCE NORTH 25°11'42" EAST 140.81 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

CONTAINING 348,913 SQUARE FEET OR 8.010 ACRES.

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	790.00'	110.50'	110.41'	55.34'	S60°47'53"E	8°00'51"
C2	790.00'	125.60'	125.47'	62.93'	S52°14'10"E	9°06'34"
C3	160.00'	117.92'	115.27'	61.78'	S68°47'41"E	42°13'34"
C4	755.00'	252.36'	251.18'	127.37'	S57°15'25"E	19°09'03"
C5	720.00'	111.01'	110.90'	55.62'	S64°20'58"E	8°50'03"
C6	720.00'	130.85'	130.67'	65.61'	S54°43'33"E	10°24'47"
C7	720.00'	23.09'	23.09'	11.55'	S48°36'02"E	1°50'16"
C8	230.00'	68.79'	68.53'	34.65'	S56°14'57"E	17°08'07"
C9	230.00'	100.72'	99.92'	51.18'	S77°21'44"E	25°05'28"
C10	195.00'	143.71'	140.48'	75.30'	S68°47'41"E	42°13'34"
C11	180.00'	8.68'	8.68'	4.34'	S01°17'24"E	2°45'51"
C12	180.00'	37.08'	37.01'	18.60'	S08°34'24"E	11°48'09"
C13	20.00'	17.64'	17.08'	9.44'	S10°47'56"W	50°32'49"
C14	63.00'	100.14'	89.93'	64.19'	S09°27'52"E	91°04'25"
C15	63.00'	158.45'	119.87'	194.51'	N52°56'43"E	144°06'26"
C16	63.00'	55.63'	53.84'	29.77'	N44°24'11"W	50°35'22"
C17	20.00'	20.09'	19.26'	10.99'	N40°54'54"W	57°33'56"
C18	120.00'	25.60'	25.55'	12.85'	N06°01'12"W	12°13'28"
C19	150.00'	44.91'	44.74'	22.62'	S08°29'04"E	17°09'11"

LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°05'32"W	28.76'
L2	N00°05'32"E	29.34'
L3	N68°40'28"W	50.07'
L4	N68°46'00"W	4.29'
L5	S89°54'28"E	52.65'
L6	N17°03'39"W	57.38'
L7	S44°54'28"E	14.14'
L8	N45°05'32"E	14.14'
L9	N44°54'28"W	14.14'
L10	N45°05'32"E	14.14'

SOUTH WEBER CITY PLANNING COMMISSION
APPROVED BY THE SOUTH WEBER PLANNING COMMISSION ON THIS THE ____ DAY OF _____, 20____.
CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION

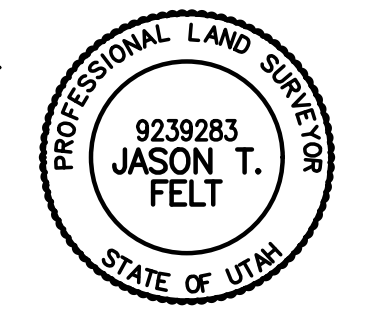
SOUTH WEBER CITY ENGINEER
I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.
SOUTH WEBER CITY ENGINEER DATE

SOUTH WEBER CITY COUNCIL
PRESENTED TO THE SOUTH WEBER CITY COUNCIL THIS THE ____ DAY OF _____, 20____, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
SOUTH WEBER CITY MAYOR ATTEST: CITY RECORDER

SOUTH WEBER CITY ATTORNEY
APPROVED BY THE SOUTH WEBER CITY ATTORNEY THIS THE ____ DAY OF _____, 20____.
SOUTH WEBER CITY ATTORNEY

PROJECT INFORMATION
Surveyor: J. FELT
Designer: N. ANDERSON
Begin Date: 5-18-2023
Project Name: KASTLECOVE 2 SUBDIVISION
Number: 5918-19
Scale: 1"=60'
Revision: _____
Checked: _____

DAVIS COUNTY RECORDER
ENTRY NO. _____ FEE PAID _____ FILED FOR RECORD AND RECORDED _____ AT _____ IN BOOK _____ OF THE OFFICIAL RECORDS, PAGE _____ RECORDED FOR: _____ DAVIS COUNTY RECORDER DEPUTY.



SURVEYOR'S CERTIFICATE
I, JASON T. FELT, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF KASTLECOVE 2 SUBDIVISION IN SOUTH WEBER CITY, DAVIS COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE DAVIS COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND, I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF SOUTH WEBER CITY, DAVIS COUNTY CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.
SIGNED THIS ____ DAY OF _____, 20____.
9239283
UTAH LICENSE NUMBER

OWNERS DEDICATION AND CERTIFICATION
WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO THIRTEEN LOTS AS SHOWN ON THE PLAT AND NAME SAID TRACT KASTLECOVE 2 SUBDIVISION, AND DO HEREBY DEDICATE TO SOUTH WEBER CITY, DAVIS COUNTY, UTAH, ALL PARTS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER; AND ALSO DEDICATE TO SOUTH WEBER THOSE CERTAIN STRIPS AS EASEMENTS FOR GENERAL UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF GENERAL UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY SOUTH WEBER CITY WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN ANY EASEMENT DESCRIBED HEREON.
SIGNED THIS ____ DAY OF _____, 20____.
KASTLE ROCK EXCAVATION & DEVELOPMENT LLC
NAME/TITLE
KEITH T. KAP

ACKNOWLEDGMENT
STATE OF UTAH)
COUNTY OF _____)
ON THE ____ DAY OF _____, 20____,
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND _____) BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE _____ OF SAID LLC AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID LLC FOR THE PURPOSES THEREIN MENTIONED.
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
RESIDING IN _____ COUNTY, _____

ACKNOWLEDGMENT
STATE OF UTAH)
COUNTY OF _____)
ON THE ____ DAY OF _____, 20____,
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND _____) SIGNER(S) OF THE ABOVE OWNER'S DEDICATION AND CERTIFICATION, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME _____ SIGNED IT FREELY, VOLUNTARILY, AND FOR THE PURPOSES THEREIN MENTIONED.
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
RESIDING IN _____ COUNTY, _____

MEETING DATE

September 26, 2023

PREPARED BY

David Larson
 City Manager

ITEM TYPE

Legislative

ATTACHMENTS

- RES 23-44 Surplus
- Purchase Agreement
- Site Plan
- Development Agreement
- Reimbursement Agreement
- TIF Agreement
- Access & Utility Easement Agreement

PRIOR DISCUSSION DATES

August 22, 2023

AGENDA ITEMS

Public Hearing for Proposed Disposition of Surplus Property at Approximately 104 East South Weber Drive

Resolution 23-44: Declaring a Portion of City-Owned Real Property at 104 East South Weber Drive as Surplus
 Offer to Purchase 5.33 Acres of Real Property at 104 East South Weber Drive

RECOMMENDATION

None

BACKGROUND

This item was previously considered by the City Council on August 22, 2023. However, a noticing error prior to that meeting which was identified afterward requires that the City Council hold a new public hearing and consider the items fresh as if that meeting discussion did not happen.

The City has land for a new public works facility. General RV approached the City with an offer to purchase any unused property within that parcel to use as a satellite inventory lot for their sales and service center to be built along Old Fort Road. In the process of planning the facility, it was determined that approximately 5.33 acres of land is not needed for current and future public works' needs and could potentially be sold (see green north portion in the image below).





ANALYSIS

Prior to consider disposing of the property and making final determination of the sale, the Council will hold a public hearing to receive public comments about the proposed disposition.

The purchase offer is \$60,000 per acre, which totals \$319,800 for the 5.33 acres. It also stipulates that upon closing on the property, the City and General RV shall enter into development and TIF agreements substantially similar to the included examples.

RESOLUTION 23-44

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL DECLARING PART OF CITY-OWNED PROPERTY AT 104 E SOUTH WEBER DRIVE AS SURPLUS

WHEREAS, South Weber owns 12.15 acres of property at 104 E South Weber Drive (Parcel 133580002) which is more than the amount required for a public works facility; and

WHEREAS, the procurement officer has reviewed the circumstances of the property and finds it is surplus to the city's current and future needs; and

WHEREAS, pursuant to UCA §10-8-25 and City Code §2-1-18 a public hearing was held to receive public comment at City Council meeting September 26, 2023; and

WHEREAS, Council considered all comments and finds the city best served by declaring this property as surplus;

NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:

Section 1. Declaration: The north 5.33 acres of city-owned property at 104 E South Weber Drive (parcel 13-358-0002) as described below is declared surplus property which may be disposed per procurement guidelines.

A PART OF THE NORTHWEST QUARTER OF SECTION 28, THE NORTHEAST QUARTER OF SECTION 29, THE SOUTHEAST QUARTER OF SECTION 20 AND THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29, BEING LOCATED NORTH 89°07'40" WEST 108.08 FEET (BASIS OF BEARING BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29 WHICH BEARS NORTH 89°07'40" WEST NAD 83 STATE PLANE GRID BEARING) FROM THE NORTHEAST QUARTER OF SAID SECTION, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF 475 EAST; RUNNING THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 00°29'39" EAST 31.52 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 10°30'37" EAST 550.17 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 84; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 69°00'40" EAST 764.48 FEET; (2) SOUTH 54°14'40" EAST 249.65 FEET; (3) SOUTH 61°40'56" EAST 199.87 FEET; (4) SOUTH 52°09'21" EAST 151.07 FEET; THENCE SOUTH 82°57'31" WEST 196.36 FEET; THENCE SOUTH 07°07'49" EAST 198.86 FEET; THENCE SOUTH 50°41'10" EAST 22.70 FEET; THENCE SOUTH 07°02'29" EAST 114.17 FEET TO THE RIGHT-OF-WAY LINE OF OLD FORT ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 85°35'49" WEST 889.13 FEET; (2) ALONG THE ARC OF A CURVE TO THE RIGHT 466.96 FEET, HAVING A RADIUS OF 311.00 FEET, A CENTRAL ANGLE OF 86°01'41", ANDWHICH CHORD BEARS NORTH 42°34'59" WEST 424.31 FEET; (3) NORTH 02°29'39" EAST 3.15 FEET TO THE POINT OF BEGINNING.

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

RES 23-44 surplus real property

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 26th day of September, 2023.

Roll call vote is as follows:		
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Dills	FOR	AGAINST

Rod Westbroek, Mayor

Attest: Lisa Smith, Recorder

OFFER TO PURCHASE REAL ESTATE

1. **REAL ESTATE.** The undersigned SOUTH WEBER, LLC., a Michigan limited liability company, as Purchaser, hereby offers and agrees to purchase from SOUTH WEBER CITY, a Utah municipal corporation, as Seller or City, that certain land situated in South Weber, Davis County, Utah, described as to wit:

5.33 acres of a 12-acre parcel (more or less) depicted as the **NORTH PORTION** of property id number 13-358-0002 on **Exhibit A** attached hereto and made a part hereof by reference (the "Property")

The final legal description of all property to be conveyed shall be determined by the ALTA survey to be obtained pursuant to Section 11(A) of this Agreement, the cost of same being paid by the Purchaser.

2. **PRICE.** Purchase Price. The purchase price for the Property (the "Purchase Price") shall be **Sixty Thousand and 00/100 (\$60,000) Dollars** per acre.

A. **CASH SALE.** Seller shall convey title at Closing by delivering a Warranty Deed (the "Deed") in standard form conveying marketable title free and clear of any and all deeds of trust, mortgages, judgment liens, mechanics' liens, materialmen's liens and other liens recorded against or encumbering the Property. Payment of the Purchase Price is to be made in good, readily available funds.

3. **EVIDENCE OF TITLE.** As evidence of title, Seller, at its sole cost and expense, agrees to furnish Purchaser as soon as possible, a commitment ("Title Report") for a standard owner's policy of title insurance ("Title Policy") issued by a title insurance company acceptable to Purchaser (the "Title Company"), without exception, in an amount not less than the Purchase Price, bearing date later than the acceptance hereof and showing marketable title in Seller. Seller shall cause the Title Policy to be issued pursuant to the Commitment promptly following Closing.

4. **TIME OF CLOSING.** If this offer is accepted by the Seller and all conditions of this Agreement have been satisfied or waived, Purchaser agrees to complete the purchase of the Property within 30 days after receipt of all governmental approvals necessary to operate a recreational vehicle sales, service and storage facility together with all functions related thereto (the "Purchaser's Proposed Use"), including, but not limited to, operations permits and any zoning approvals required. The Closing of this sale shall take place at the offices of the Title Company or such other location as the Seller and the Purchaser shall mutually agree.

5. **DEFAULT.**

A. **SELLER DEFAULT:** In the event of default by the Seller hereunder, Purchaser may, at its option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of its entire Deposit (defined below) in full termination of this Agreement.

B. **PURCHASER DEFAULT:** In the event of default by the Purchaser hereunder, the Seller's sole remedy shall be the right to retain the Deposit (defined below) as liquidated damages. Seller and Purchaser hereby agree and acknowledge that it would be impracticable and extremely difficult to fix the amount of Seller's actual damages and further agree that the Deposit is a reasonable estimate of the amount Seller might be damaged..

6. **TITLE OBJECTIONS.** If objection to the Title Report is made upon any basis as determined by Purchaser in its sole and absolute discretion, the Seller shall have 30 days from the date it is notified in writing of the particular defects claimed, either (1) to remedy the title, (2) to refund the Deposit in full termination of this Agreement if unable to remedy the title, or (3) obtain title insurance specifically insuring against the defects in question. If Seller remedies the title, the Purchaser agrees to complete the sale in accordance with this Agreement.

7. **POSSESSION.** Possession of the Property shall be delivered at Closing.

8. **TAXES AND PRORATED ITEMS.** All taxes and assessments, if any, which have become a lien upon the land whether recorded or not recorded at the date of this Agreement shall be paid by the Seller. Current taxes if any shall be prorated and adjusted as of the date of Closing in accordance with the due date basis of the municipality or taxing unit in which the Property is located.

9. **EXPIRATION OF OFFER.** This offer shall expire September 30, 2023 unless extended in writing by Purchaser prior to such time of expiration. If the offer is not accepted by Seller before it shall expire, the Deposit shall be forthwith returned to Purchaser.

10. **DEPOSIT.** Upon execution of this Agreement by Purchaser and identification of the Title Company, Purchaser shall deposit with the Title Company the sum of **Ten Thousand and 00/100 (\$10,000.00) Dollars** (the "Deposit"). The Deposit shall be applied to the Purchase Price at Closing.

11. **CONTINGENCIES:**

A. **DUE DILIGENCE:** Purchaser shall have a period of up to **One Hundred Twenty (120)** days from the Acceptance Date of this Agreement (the "Inspection Period") during which Purchase and it's agents and representatives shall have the right and opportunity to enter and inspect the Property and conduct all surveys, soil test borings, percolation tests, environmental audits, radon tests, other subsurface tests, and any other studies, tests and examinations thereof as Purchaser may desire. Purchaser shall obtain a Phase One Environmental Assessment related to the property, the Cost of same being shared equally between the Parties hereto. All other costs associated with Purchaser's due diligence shall be born solely by Purchaser except as otherwise set forth herein. At any time during the Inspection Period, Purchaser, in its sole and absolute discretion, for any reason whatsoever, may, upon notice to Seller, terminate this Agreement, in which event the Earnest Money shall promptly be returned to Purchaser, and all of the rights, duties and obligations of the parties hereto shall immediately terminate, and this Agreement shall be null, void and of no further force or effect.

i. **SELLER DISCLOSURES:** Within FIVE (5) days of the execution of this agreement, Seller shall deliver to Purchaser any and all documents, plans and other items related to the property in his/their/its possession which shall include but not be limited to any reports, studies, surveys, analyses, leases or other information regarding the Property. In the event that this sale does not take place, the Purchaser shall return any documents provided by the Seller without retaining copies thereof.

B. **ENTITLEMENTS:** Purchaser shall have a period of **One Hundred Twenty (120)** days from and after the expiration of the Inspection Period and any extension thereof (the “Entitlement Period”) to obtain any and all zoning modifications requested by Purchaser, and any and all municipal and/or other governmental permits and approvals relating to Purchaser's Proposed Use (collectively known as the “Entitlements”). Seller shall cooperate with Purchaser in any reasonable manner to obtain such zoning or other governmental permits requested by Purchaser during the approval period. Seller shall further cooperate in good faith to grant to the Purchaser the maximum number of subdivision splits and/or divisions available under the law at the time of Closing.

i. **DEVELOPMENT INCENTIVES:** At Closing, Seller and Purchaser shall enter into a Development Agreement in substantially the same form as **Exhibit B** attached hereto, which shall grant a tax exemption for the Property, waive any impact fees owed relating to the Project, and reimburse Purchaser for the costs associated with installing any public facilities related thereto, as defined under Utah Code § 11-36a-102(17) and including any costs associated with installing an access road to the Property as outlined in Section 11(C) hereafter.

ii. **NOTICE OF SATISFACTION:** The purchaser shall indicate its satisfaction with the inspections and entitlements in writing within the respective Inspection Period and Entitlement Period. Failure of the Purchaser to send notice of satisfaction shall at the option of the Purchaser cause this agreement to become void, and the Deposit shall forthwith be refunded without setoff.

C. **ACCESS AND UTILITY EASEMENT:** At Closing, Seller shall grant a perpetual non-exclusive access and utility easement for ingress and egress and utilities to the Property (the “Easement”) in substantially the form of **Exhibit C** attached hereto, which Easement shall be in the location generally depicted on **Exhibit A** (the “Easement Area”) attached hereto.

12. **BROKER.** The parties hereto represent and warrant that there is no broker involved in this transaction and that no real estate commission is due or payable to any person or organization. Seller shall indemnify and hold the Purchaser harmless including attorney’s fees, for and against any and all claims related in any manner to brokerage fees and commissions regarding the property to be conveyed and this transaction.

13. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller makes the following representations and warranties to Purchaser, which representations and warranties shall be deemed material to this transaction and have been relied upon by Purchaser in connection herewith and shall survive the closing and transfer of the Property:

A. Seller has full power and authority to enter into this agreement, and to perform and carry out all obligations, covenants, and provisions hereof.

B. The Property is not, as of the date hereof, in violation of any governmental orders, regulations, statutes or ordinances dealing with the construction, operation, health, safety and/or maintenance of same.

C. Seller has good and marketable title to all of the Property being sold to Purchaser hereunder, free and clear of any and all claims, liens and encumbrances whatsoever, and that no other person, firm or entity has any interest whatsoever in any of the said Property being sold by Seller to Purchaser.

D. There are no outstanding service agreements, management contracts or other contractual obligations not disclosed herein affecting the property.

E. There are no tenants on the Property and the Property is not subject to any leases or any other type of tenancies.

F. Seller has no notice of and there is no pending or threatened, litigation, administrative action or examination, claim or demand whatsoever relating to the property before any court, or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof.

G. Seller has not caused or permitted the Property to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Substances (as hereinafter defined), or other dangerous or toxic substances, or solid waste, except in compliance with all applicable federal, state and local laws or regulations, and has not caused or permitted and has no knowledge of the release of any Hazardous Substances on or off-site of Seller's Property.

"Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 9601, et seq.) and in the regulations adopted and publications promulgated pursuant thereto, or any other, federal state or local governmental law, ordinance, rule or regulation.

H. There are no underground storage tanks of any nature on the Property.

14. **COSTS AND EXPENSES.** Seller shall pay all transfer taxes and/or revenue stamps due upon the Deed, if any, and the cost of recording any discharges of mortgages or other documents necessary to provide marketable title as required under this Agreement. Purchaser shall pay to record any documents for the Purchaser's benefit.

15. **NOTICES.** All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and delivered personally, by overnight courier (such as Federal Express), **or** email transmission to the addresses set forth below. To be effective, all notices to Purchaser must be sent via electronic mail (email) to "bordoley.martin@gmail.com", "kevinjschonsheck@gmail.com", and "jbalice@generalrv.com".

To Purchaser: Chris Davis, 25000 Assembly Park Dr., Wixom, MI 48393
cdavis@generalrv.com

with a copy to: John Balice, 25000 Assembly Park Dr., Wixom, MI 48393
jbalice@generalrv.com

with a copy to: Kirton McConkie, Attn: Jessica Rancie, 50 E South Temple, Suite 400,
Salt Lake City, UT 84111, jrancie@kmclaw.com

and
kevinjschonsheck@gmail.com

To Seller:

And

16. **GENDER AND SUCCESSORS.** The pronouns and relative words herein used are written in the neuter and singular only. If more than one joins in the execution hereof as the Seller or the Purchaser or either be of the feminine sex or a masculine sex, such words shall be read as if written in plural, feminine or masculine, respectively. The covenants herein shall bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective parties.

17. **MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions shall apply:

A. The Seller and the Purchaser agree that time is of the essence and that each will timely perform their respective obligations.

B. This Agreement may not be amended except by written agreement signed by the party to be bound.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.


D. This Agreement represents the entire agreement between the parties and supersedes and replaces all prior agreements or understandings, either written or oral.

E. This Agreement may be executed in counterparts with the counterparts, when taken together constituting an original document.

F. The parties hereto agree that all representations of the Seller shall survive closing.

G. The parties hereto agree that this offer has been jointly drafted.

DATE OF OFFER 9/18/23



Raelene St.Clair

SOUTH WEBER, LLC

By: 

Chris Davis, Manager

ADDITIONAL SIGNATURES ON PAGE FOLLOWING

ACCEPTANCE OF OFFER

TO THE ABOVE-NAMED PURCHASER:

The foregoing offer is hereby accepted, and the Seller agrees to sell said property upon the terms and conditions stated.

DATE OF ACCEPTANCE. _____

WITNESSES:

SELLER(S):

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing offer to purchase.

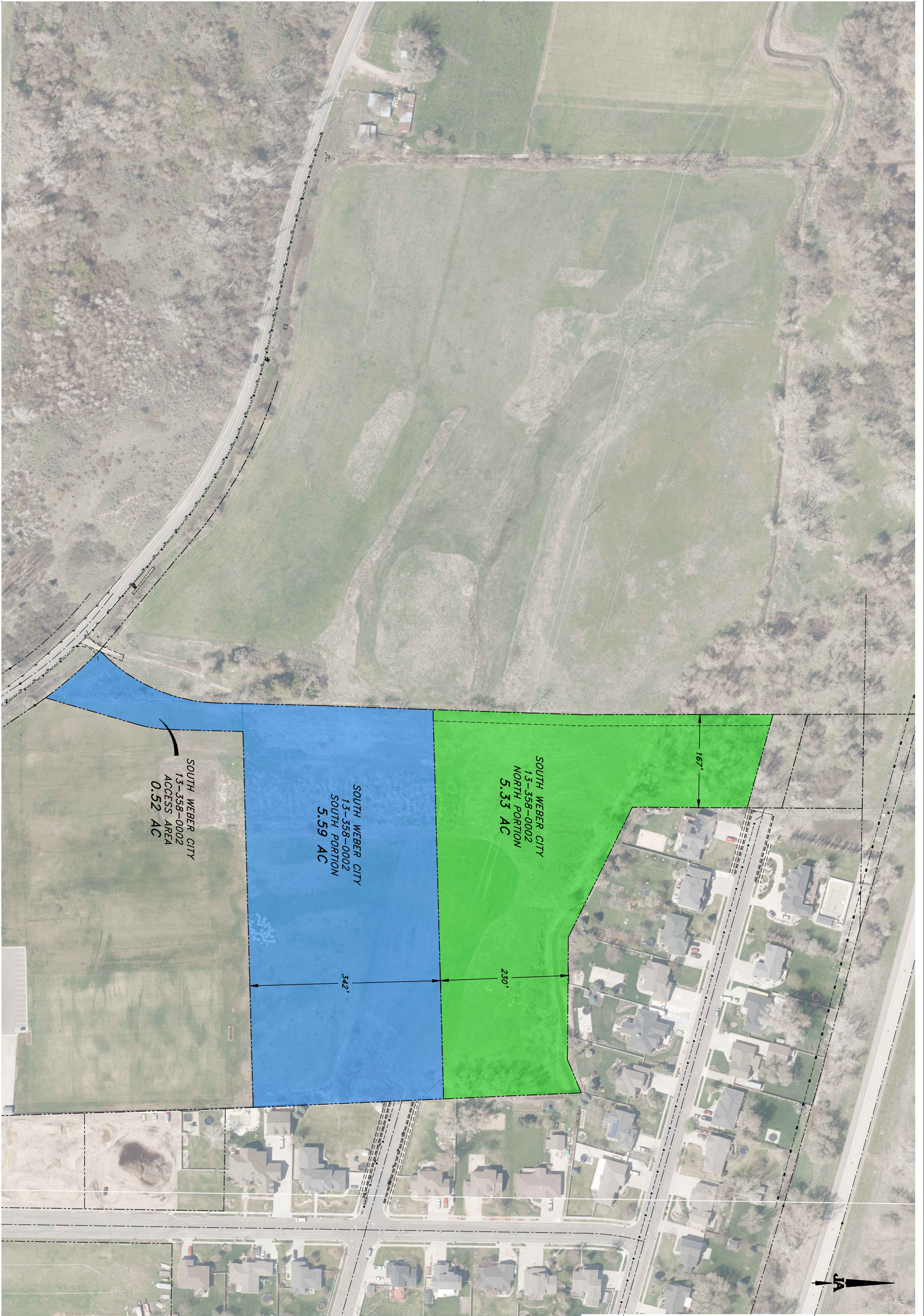
SOUTH WEBER, LLC
a Michigan Limited Liability Company

date: _____

By: _____

EXHIBIT A

[Depiction of Property and Easement Area]



SCALE:
 24" x 36"
 H: 1" = 80'
 11" x 17"
 H: 1" = 160'

DESIGNED	BKJ	
DRAWN	TWE	
CHECKED	BKJ	
REV.	DATE	APPR.

SOUTH WEBER CITY CORPORATION
PUBLIC WORKS SITE

PREFERRED OPTION
PROPERTY EXHIBIT

JA CONSULTING ENGINEERS
JONES & ASSOCIATES
 6080 Fashion Point Drive
 South Ogden, Utah 84403
 (801) 476-9763 www.jonescivil.com

SHEET: A OF 1 SHEETS

EXHIBIT B

[Development Agreement]

DEVELOPMENT AGREEMENT

Dated the _____ day of _____, 2023

By and Between

South Weber City

and

South Weber, LLC

DEVELOPMENT AGREEMENT FOR
104 E SOUTH WEBER DRIVE, SOUTH WEBER, UT

This Development Agreement (hereinafter “**Agreement**”) is entered into on _____, 2023, by and between South Weber, LLC, (“**Developer**”) and South Weber City (hereinafter “**City**”) (individually “**Party**” and collectively the “**Parties**”) for the purpose of achieving various aims and objectives related to the development of approximately 5.33 acres of real property located approximately at the address of 104 E South Weber Drive, South Weber, Utah, and more particularly described on **Exhibit 1** attached hereto and incorporated herein by reference (the “**Site**”). Attached hereto as **Exhibit 2** and incorporated by this reference is a site plan that depicts the proposed development of the Site.

RECITALS

- A. Whereas Developer has entered into an agreement for purchase of the Site.
- B. Whereas Developer previously purchased an additional 17.97 acres of real property located at 475 E 6650 S, South Weber, Utah (the “**Additional Site**”), which is subject to a Development Agreement entered into between Developer and the City dated February 28, 2023 (the “**Initial Development Agreement**”).
- C. Whereas Developer desires to develop and otherwise improve the Site and Additional Site as a commercial development known as General RV Center (the “**Project**”).
- D. Whereas the Parties have worked together in good faith to conceptualize the Project resolving issues related to roadways, building siting, infrastructure, pedestrian, and community needs at and around the Site.
- E. Whereas development of the Site, pursuant to this Agreement, is acknowledged by the Parties to be consistent with Utah's Land Use Development and Management Act and the City’s applicable Commercial-Highway (C-H) zone designation, and shall benefit the City, Developer, and the public.
- F. Whereas the Parties acknowledge that development of the Project pursuant to this Agreement and the Initial Development Agreement will result in significant planning and economic benefits to the City and its residents by, among other things, requiring orderly development of the Site, creating automotive and pedestrian connectivity, expanding economic development within the City, creating job growth and vocational training opportunities, increasing property tax, sales tax, and other revenues to the City.
- G. The Parties acknowledge that except for the availability of certain incentives from the City, the Project would not be feasible, and Developer would not be willing to purchase the Site and proceed with development of the Project.
- H. Whereas development of the Site pursuant to this Agreement will also result in significant benefits to Developer by providing assurances to Developer that it will have the ability to develop the Site in accordance with this Agreement.

- I. Whereas the Parties enter into this Agreement to memorialize and set forth the arrangements that each of the Parties agree are necessary to develop the Project in an efficient and effective manner.
- J. Whereas the City can only be bound by action of the City Council.
- K. Whereas the Parties have cooperated in the preparation of this Agreement.
- L. Whereas the Parties desire to enter into this Agreement to specify the rights and responsibilities of Developer to develop the Site and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

NOW, THEREFORE, each of the Parties for and in consideration of mutual promises and other good and valuable consideration, does covenant and agree as set forth herein.

ARTICLE 1 - DEFINITIONS

The following capitalized terms have the meanings and content set forth in this Article 1, wherever used in this Agreement.

1.1 City

The term “**City**” means South Weber City, a political subdivision of the State of Utah.

1.2 Development Plans

The term “**Development Plans**” are the plans provided to the City by the Developer as required by City code for site plan review and subdivision and which have been realized to a design development level of design and depict the development of the Project on the Site and any Public Improvements to be installed in conjunction with the Project. Attached hereto as **Exhibit 3** are copies of the Development Plans.

1.3 Developer

The term “**Developer**” means South Weber, LLC, or any special purpose LLC that is managed by General RV Center or its affiliates.

1.4 Private Improvements

The term “**Private Improvements**” means the improvements contemplated under this Agreement to be constructed or installed by the Developer on the Site, as more particularly described in **Exhibit 2** and **3** including all buildings/structures, together with all parking, internal drive lanes, internal sewer, internal water, internal storm sewer, internal curbs and gutters, internal sidewalks and landscaping on the Site, as required by City codes, rules and regulations; all of which are intended to be privately owned and maintained, exclusively benefit the Site, and which are specifically identified in the submitted civil drawings.

1.5 Public Improvements

The term “**Public Improvements**” means the improvements contemplated under this Agreement to be constructed or installed by the Developer off the Site or for the benefit of the public at large or the City, as more particularly described in **Exhibits 2** and **3** including a access driveway as required by City codes, rules and regulations or by other jurisdictions with authority.

ARTICLE 2 – OBLIGATIONS

The Developer hereby agrees as follows regarding the construction, installation, and operation of Private and Public Improvements:

2.1 Developer

The Developer agrees, at its expense, to undertake the construction and installation of both Private and Public Improvements. The Developer shall construct and install all the Public and Private Improvements without expense to the City. The Developer shall prepare the Site for construction or installation of the Public and Private Improvements and construct and install said Public and Private Improvements in such a manner that the development shall meet applicable zoning, building, parking, landscaping, sign and other ordinances and regulations except for those modifications set forth in **Exhibit 4**.

ARTICLE 3 - CONSTRUCTION REQUIREMENTS, ETC.

3.1 Issuance of Permits

The Developer shall have the sole responsibility for obtaining all necessary permits and approvals to construct and install the Public and Private Improvements and shall make application for such permits and approvals directly to the City’s Building Department, other appropriate agencies, departments, or jurisdictions with authority, as required.

3.2 Times for Construction

The Developer agrees to use its reasonable business judgment to determine when to commence the development of the Site. Construction commencement depends on numerous factors outside of the control of Developer. As such, the Project’s Site Plan review documentation and attendant approvals shall expire two (2) years after their issuance. Developer can request two (2) twelve (12) month extensions if done in writing to the Zoning Administrator at least 30 days prior to the end of the initial two (2) year period or first extension.

3.3 Access to Site

The Public and Private Improvements shall be subject to inspection by representatives of the City. The Developer shall permit access to the Site by the City for purposes of inspection, and, to the extent necessary, to carry out the purposes of this and other sections or provisions of this Agreement. Inspections shall be made during reasonable business hours and shall be made in accordance with standard Project safety guidelines.

ARTICLE 4 - MISCELLANEOUS PROVISIONS

4.1 Development Incentives

The City shall provide certain incentives for the development of the Project as follows:

- a. The City shall take all steps reasonably necessary to create a Community Redevelopment Area (“CRA”) as provided in Section 4.1(a) of the Initial Development Agreement provided, however, that the Site shall also be incorporated into the CRA. Upon creation of the CRA and conditioned on the decisions made by the various taxing entities within the CRA, the Parties shall enter into a Tax Increment Financing Agreement in

substantially the form of **Exhibit 5** attached to the Initial Development Agreement, as modified to incorporate the Site as provided in the **Exhibit 5(A)** attached hereto, which shall grant to Developer a property tax exemption for a period of ten (10) years of the tax exemptions duly authorized by the various taxing entities within the CRA.

- b. City shall reimburse Developer for Fifty Percent (50%) of the actual costs associated with the design, construction and installation of the Public Improvements (the “**Reimbursement Amount**”) in an estimated amount of \$460,000.00, which includes estimated costs of \$287,500.00 for a shared access driveway to the Site as well as the City’s adjacent property and \$172,500 for a new detention area. Upon receipt of final site plan and subdivision approval and Developer’s purchase of the Site, the Parties shall execute and deliver a Reimbursement Agreement in substantially the form of **Exhibit 6** attached hereto. In the event the City commences construction of the shared access driveway prior to commencement by Developer, the City shall be reimbursed for Fifty Percent (50%) of its actual costs in accordance with the terms of the Reimbursement Agreement.
- c. Upon issuance of a building permit for the Project, the City shall defer payment of any impact fees owed in relation to the Site in the estimated amount of \$_____ for a period of five (5) years from the date on the building permit (“Five-year Period”). In the event the Project, including the Additional Site, generates at least Sixty Million Dollars (\$60,000,000.00) in taxable revenue during the Five-year Period, the City shall permanently waive any impact fees owed in relation to the Site. The Parties shall cooperate and execute any further documents reasonably necessary to effectuate this waiver.

ARTICLE 5 – MISCELLANEOUS PROVISIONS

- 5.1 The Developer agrees to not discriminate against any person or group on any unlawful basis in the sale, lease, rental, sublease, transfer, use, occupancy, tenure or enjoyment of the Site or any improvements erected or to be erected thereon, or any part thereof.
- 5.2 **The Parties recognize that the Public and Private Improvements represented in the Design Development Plans represent Developer's best attempt to estimate project economics, infrastructure design, market dynamics, project sequencing, and site layout to achieve the City’s goals and objectives. Both parties acknowledge that these development assumptions are subject to change due to additional information such as further architectural and systems design, civil engineering, and other conditions which are unknown at this moment.** Minor changes to the Development Plans by the Developer may be approved, as authorized by the City Code.
- 5.3 A notice or communication under this Agreement, by a Party to the other Party, shall be considered delivered, if given in writing by personal service, express mail, Federal Express, DHL or any other similar form of courier or delivery service, or mailing in the United States mail, postage prepaid, certified, return receipt requested and addressed to such Party as follows:

In the case of a notice or communication to the City:

South Weber City
Attn: David Larson, City Manager
1600 East South Weber Drive
South Weber, Utah 84405

With a copy to:

Jayne Blakesley
Hayes Godfrey Bell, PC
2118 East 3900 South, Suite 300
Holladay, Utah 84124

In the case of a notice or communication to the Developer:

General RV Center
Attn: John Balice
25000 Assembly Park Dr
Wixom, MI 48393

With a copy to:

Kirton McConkie
Attn: Jessica Rancie
50 East South Temple, Suite 400
Salt Lake City, UT 84111

Or, addressed in such other way in respect to a Party as that Party may, from time to time, designate in writing dispatched as provided in this Section.

5.4 Attachments/Recitals

All exhibits referred to in this Agreement as being attached, or to be attached, are incorporated herein and made a part hereof as if set forth in full and are binding upon the Parties to this Agreement.

5.5 Headings

Any titles of the several parts and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

5.6 Successors and Assigns of Developer

This Agreement shall be binding upon the Developer and its successors and assigns. Where the term “Developer” is used in this Agreement, it shall mean and include the successors and assigns of the Developer.

5.7 Agreement to Run with the Land

The Parties agree that this fully executed Agreement is to run with the land of the Site and that this fully executed Agreement shall be recorded on the property of the Site with the Davis County Record's Office.

5.8 Mutual Drafting

Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either Party based on which Party drafted any particular portion of this Agreement.

5.9 No Waiver

Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

5.10 Severability

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

5.11 Attorney's Fees

In the event of a default hereunder, the defaulting Party agrees to pay all costs incurred by the other Party in enforcing this Agreement, including reasonable attorney's fees, whether by inhouse counsel or outside counsel and whether incurred through initiation of legal proceedings or otherwise.

5.12 Governing Law

This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

5.13 Entire Agreement and Amendments

This Agreement and all attachments thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties

5.14 Counterparts

This Agreement may be executed electronically and in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

5.15 Time

Time is of the essence of this Agreement and its attachments.

5.17 Authority

The Parties to this Agreement each warrant that they have the necessary authority to execute this Agreement.

[Signatures to Follow]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its behalf and the Developer has caused the same to be duly executed in its behalf, on or as of the day and year first above written.

SOUTH WEBER, LLC

[Exhibit Only - Not for Execution]

Name:

Date

Its:

SOUTH WEBER CITY

[Exhibit Only - Not for Execution]

Rod Westbroek

Date

Mayor

Attest:

[Exhibit Only - Not for Execution]

City Recorder

Approved as to form:

[Exhibit Only - Not for Execution]

City Attorney

TABLE OF EXHIBITS

- Exhibit 1: Legal Description of Site
- Exhibit 2: Site Plan
- Exhibit 3: Development Design Plans
- Exhibit 4: Code Modification Table
- Exhibit 5(A): Tax Increment Financing Agreement
- Exhibit 6: Reimbursement Agreement

EXHIBIT 1

[Legal Description]

A PART OF THE NORTHWEST QUARTER OF SECTION 28, THE NORTHEAST QUARTER OF SECTION 29, THE SOUTHEAST QUARTER OF SECTION 20 AND THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29, BEING LOCATED NORTH 89°07'40" WEST 108.08 FEET (BASIS OF BEARING BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29 WHICH BEARS NORTH 89°07'40" WEST NAD 83 STATE PLANE GRID BEARING) FROM THE NORTHEAST QUARTER OF SAID SECTION, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF 475 EAST; RUNNING THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 00°29'39" EAST 31.52 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 10°30'37" EAST 550.17 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 84; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 69°00'40" EAST 764.48 FEET; (2) SOUTH 54°14'40" EAST 249.65 FEET; (3) SOUTH 61°40'56" EAST 199.87 FEET; (4) SOUTH 52°09'21" EAST 151.07 FEET; THENCE SOUTH 82°57'31" WEST 196.36 FEET; THENCE SOUTH 07°07'49" EAST 198.86 FEET; THENCE SOUTH 50°41'10" EAST 22.70 FEET; THENCE SOUTH 07°02'29" EAST 114.17 FEET TO THE RIGHT-OF-WAY LINE OF OLD FORT ROAD; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: (1) NORTH 85°35'49" WEST 889.13 FEET; (2) ALONG THE ARC OF A CURVE TO THE RIGHT 466.96 FEET, HAVING A RADIUS OF 311.00 FEET, A CENTRAL ANGLE OF 86°01'41", ANDWHICH CHORD BEARS NORTH 42°34'59" WEST 424.31 FEET; (3) NORTH 02°29'39" EAST 3.15 FEET TO THE POINT OF BEGINNING.

EXHIBIT 2

[Site Plan]

EXHIBIT 3

[Development Design Plans]

EXHIBIT 4

[Code Modification Table]

EXHIBIT 5(A)

[Tax Increment Financing Agreement]

TAX INCREMENT FINANCING AGREEMENT

This TAX INCREMENT FINANCING AGREEMENT (this “**Agreement**”) is made as of this _____ of _____, 2023, by and between the SOUTH WEBER CITY, a Utah municipal corporation (the “**City**”), and SOUTH WEBER, LLC, a Utah limited liability company (the “**Developer**”). The City and Developer are referred to herein individually as “party,” and collectively as “parties.”

RECITALS

WHEREAS the Developer owns approximately 17.97 acres of real estate located at 475 E 6650 S, South Weber, Utah, and more particularly described in **Exhibit 1** attached hereto and incorporated herein by reference (the “**Initial Site**”);

WHEREAS the Developer also owns approximately 5.33 acres of real estate located at 104 E South Weber Drive, South Weber, Utah, and more particularly described in **Exhibit 2** attached hereto and incorporated herein by reference (the “**Additional Site**”)(the Initial Site and the Additional Site are hereinafter referred to collectively as the “**Property**”);

WHEREAS the developer desires to improve the Property as commercial development known as General RV Center (the “**Project**”); and

WHEREAS the building to be constructed on the Initial Site of the Property is planned to result in approximately 17,100 square feet of retail space and a 38,500 square foot shop/service area (collectively the “**Building**”); and

WHEREAS the Project is expected to result in an estimated capital investment of \$ _____, including \$ _____ for land purchase and \$ _____ for construction costs paid for by the Developer; and

WHEREAS through the Project, the Developer plans to create in the aggregate over 80 permanent full-time jobs at the Property (the “**Jobs**”); and

WHEREAS the Property is located within the boundaries of the _____ Area (the “**CRA**”), as designated by the Community Redevelopment and Renewal Agency for South Weber City (the “**RDA**”); and

WHEREAS the City strongly supports increased economic development to provide additional jobs, expand business within the City, and to develop a healthy economy and stronger tax base; and

WHEREAS on February 28, 2023, the City Council voted to approve a Tax Increment Financing Agreement relative to the Initial Site, and to authorize the execution of this Agreement on behalf of the City and to approve submission to the RDA, along with other documents related thereto; and

WHEREAS, on _____, 2023, the City Council also voted to approve a Tax Increment Financing Agreement relative to the Additional Site, and to authorize the execution of this Agreement on behalf of the City and to approve submission to the RDA, along with other documents related thereto; and

NOW THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. THE CITY'S OBLIGATIONS

A. The Mayor of the City has executed this Agreement on behalf of the City. This execution is subject to approval of the Agreement by the RDA. The City shall take all steps reasonably necessary to obtain approval of this Agreement by the RDA.

B. The City shall grant a Tax Increment Financing (“TIF”) property tax exemption (the “**Exemption**”) to the Developer for the Project in accordance with Title 17C, Chapter 1, Part 4 of the Utah Code and the applicable regulations.

C. The Exemption shall be for the period of ten (10) years commencing in the fiscal year following the date that the Project is placed into service pursuant to the certificate of occupancy issued by the City (the “**Start Date**”), and shall provide an exemption from taxation of the new incremental value of the Property resulting from the Project (the “**Real Estate Increment**”):

D. The base valuation shall be the assessed value of the Property for the fiscal year prior to the fiscal year beginning July 1st in which the Property first becomes eligible for exemption pursuant to this Agreement.

E. The base valuation shall be adjusted annually by an adjustment factor, which reflects increased commercial and industrial property values within the community in accordance with Title 17C, Chapter 1, Part 4 of the Utah Code, as such may be amended or supplemented.

F. Notwithstanding anything herein to the contrary, the Real Estate Increment created by the Project is the amount eligible for exemption from real estate taxation hereunder.

SECTION 2. THE DEVELOPER'S OBLIGATIONS

The City grants the Exemption to the Developer in consideration of and commitment by the Developer of the following:

A. The Developer (or its successor in interest) owns and operates the Property and constructs the Building on the Property.

B. Developer invests an estimated aggregate amount of \$ _____ in the

Project, including (i) approximately \$ _____ for land purchase and approximately \$ _____ for construction costs that have been paid or will be paid for by the Developer.

C. The Developer shall create a minimum of 80 full-time jobs through the Project. Developer shall have three (3) years from the Start Date to achieve Developer's job creation obligations set forth in this paragraph.

D. Subject to applicable law, the Developer will use reasonable efforts to identify and give priority to hiring of qualified residents within the CRA, with particular emphasis on the City, to fill Job vacancies. In the event of a default or alleged default by the Developer of their obligations under this Section, the Developer shall have the obligation to meet with representatives of the City at mutually agreeable times to develop a plan for the Parties to meet such goals going forward, in addition to the City's other rights hereunder. The Developer shall retain all authority regarding the hiring or retention of workers.

E. The Developer shall commit to access to a vocational training program with the RV Technical Institute or equivalent.

F. The Developer shall submit an annual report to the RDA on or before January 30 of each year for the duration of this Agreement. The annual report shall include the number of permanent full-time jobs created, the number of people hired from within the CRA, and the value of Project capital investments and other related items for the annual time period ending December 31 and on a cumulative basis. Developer shall provide City with a copy of such annual report upon submittal to the RDA.

G. If Developer fails to meet its obligations specified in this Agreement, the City may take action to petition the RDA amend the Exemption. Upon decertification or rescission of the Exemption, the City shall discontinue the Tax Increment Financing (TIF) benefits provided to the Property, commencing with the first fiscal year in which the Exemption is decertified or rescinded, or if such benefits have already been received by the Developer for the fiscal year in which the Project has been decertified or Exemption is rescinded, commencing as of the fiscal year immediately following that fiscal year. Prior to taking any action to petition the RDA to decertify the Project or amend this Agreement to rescind the Exemption, the City shall (i) give written notice of the alleged default to the Developer and provide the Developer with thirty (30) days from the receipt of such written notice to respond to the City regarding any alleged default, (ii) provide the Developer the opportunity to meet with City officials to discuss a remedy for the alleged default, and (iii) allow the Developer to commence to cure, correct or remedy such failure or default, and complete such cure, correction or remedy within ninety (90) days of the receipt of such written notice, or with respect to default that cannot be remedied within such ninety (90) day period, within such additional period of time as is permitted by the City in its reasonable discretion so long as Developer diligently pursues completing such cure, correction or remedy. Should the Developer opt not to cure the default, the Developer agrees that it will not oppose a request for decertification or amendment to Exemption by the City based on such default.

H. If the Tenant or Developer plans to move from the Property, the City shall be given thirty (30) days advance written notice from Developer.

SECTION 3. OTHER CONSIDERATIONS

A. This Agreement shall be binding upon the Developer and subsequent owners of the Property.

B. The matters described above as obligations of the Developer are only conditions to the eligibility for tax exemptions under this Agreement. The City's sole remedies for failure by Developer to satisfy any of its obligations under this Agreement are set forth in Section 2(G) above.

C. This Agreement shall be governed by the laws of the State of Utah. Any unresolved dispute arising hereunder shall only be submitted by the parties hereto to a court of competent jurisdiction located in the State of Utah.

D. Should any provision of the Agreement be declared or determined by a court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of the Agreement.

E. The time within which the Developer shall be required to perform any of the respective acts or obligations under this Agreement shall be extended to the extent that the performance of such acts or obligations shall be delayed by a Force Majeure Event and only for so long as said Force Majeure Event has continued. A Force Majeure Event means any of the following unforeseeable supervening events or occurrences, each of which is beyond the reasonable control of the affected party hereto, if material: terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, acts of God, pandemics, inability to obtain or shortage of material, equipment or transportation and strikes, boycott, lockouts or other labor trouble or shortage (each, a "Force Majeure Event"). Whenever a Force Majeure Event shall occur, the party claiming to be adversely affected thereby shall, as promptly as practicable, notify the other party in writing and use all reasonable efforts to reduce costs and resume performance under this Agreement. Continued prevention from performance by such causes for periods aggregating three hundred sixty (360) or more days shall be deemed to render performance impossible, and either party shall thereafter have the right to terminate this Agreement, or the City may likewise seek decertification in accordance with the terms of this Agreement.

F. The Developer will give written notice to the City at least thirty (30) days prior to any relocation of operations from the Property, or any transfer of its interest in the Property or its business to any entity other than designated as the Developer in this Agreement.

G. In endorsing this Agreement, the City also authorizes the submittal of the related TIF Plan and this Agreement to the RDA.

H. Notices required under this Agreement to be given by one party hereto to another

party hereto must be in writing and either personally delivered or sent to the address set forth in the Development Agreement dated February 28, 2023, by and between the City and Developer, by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

I. This Agreement may be executed in one or more counterparts, each of which will be considered an original. Facsimile and portable document format (PDF) copies of signatures shall be deemed original signatures.

J. The City shall submit a copy of this Agreement to the RDA upon execution by the parties.

K. This Agreement represents the entire agreement between the parties hereto with respect to the matters herein and supersedes all prior negotiations, representations or agreements either written or oral, including. This Agreement may be amended only by written instrument signed by all parties hereto and approved by the RDA.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the first date written above.

SOUTH WEBER, LLC

[Exhibit Only - Not for Execution]

Name:

Date

Its:

SOUTH WEBER

CITY

[Exhibit Only - Not for Execution]

Rod Westbroek

Date

Mayor

Attest:

[Exhibit Only - Not for Execution]

City Recorder

Approved as to form:

[Exhibit Only - Not for Execution]

City Attorney

EXHIBIT 1

[Legal Description of Initial Site]

A PART OF THE NORTHWEST QUARTER OF SECTION 28, THE NORTHEAST QUARTER OF SECTION 29, THE SOUTHEAST QUARTER OF SECTION 20 AND THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29, BEING LOCATED NORTH 89°07'40" WEST 108.08 FEET (BASIS OF BEARING BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29 WHICH BEARS NORTH 89°07'40" WEST NAD 83 STATE PLANE GRID BEARING) FROM THE NORTHEAST QUARTER OF SAID SECTION, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF 475 EAST; RUNNING THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 00°29'39" EAST 31.52 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 10°30'37" EAST 550.17 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 84; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 69°00'40" EAST 764.48 FEET; (2) SOUTH 54°14'40" EAST 249.65 FEET; (3) SOUTH 61°40'56" EAST 199.87 FEET; (4) SOUTH 52°09'21" EAST 151.07 FEET; THENCE SOUTH 82°57'31" WEST 196.36 FEET; THENCE SOUTH 07°07'49" EAST 198.86 FEET; THENCE SOUTH 50°41'10" EAST 22.70 FEET; THENCE SOUTH 07°02'29" EAST 114.17 FEET TO THE RIGHT-OF-WAY LINE OF OLD FORT ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 85°35'49" WEST 889.13 FEET; (2) ALONG THE ARC OF A CURVE TO THE RIGHT 466.96 FEET, HAVING A RADIUS OF 311.00 FEET, A CENTRAL ANGLE OF 86°01'41", AND WHICH CHORD BEARS NORTH 42°34'59" WEST 424.31 FEET; (3) NORTH 02°29'39" EAST 3.15 FEET TO THE POINT OF BEGINNING.

EXHIBIT 2

[Legal Description of Additional Site]

EXHIBIT 6

[Reimbursement Agreement]

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (the “**Agreement**”) is entered into and effective as of the ___ day of _____, 2023, between the SOUTH WEBER CITY, a Utah municipal corporation (“**City**”) and SOUTH WEBER, LLC, a Utah limited liability company (“**Developer**”). The City and Developer are referred to herein individually as “party,” and collectively as “parties.”

RECITALS

WHEREAS, Developer is the owner and developer of certain real property located in the City of South Weber, State of Utah, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “**Developer Property**”);

WHEREAS, City is the owner and developer of certain real property located immediately adjacent to the Developer Property as more particularly described in Exhibit B attached hereto and incorporated herein by reference (the “**City Property**”). The Developer Property and the City Property are collectively referred to herein as the “**Properties**” or singularly as a “**Property**”;

WHEREAS, in connection with the development of the Properties, the Parties are willing to construct and install certain Improvements as defined in Section 2 below and as shown in the plans and specifications attached hereto as Exhibit C and incorporated herein by reference (the “**Plans and Specifications**”);

WHEREAS, the City has determined that the anticipated Improvements are a system improvement to the City’s water and roadway systems, and/or offsets the need for otherwise required system improvements to the City’s water and roadway systems;

WHEREAS, the Parties desire to reimburse the other Party for the cost of designing, installing and constructing the Improvements;

WHEREAS, reimbursements are authorized by Chapter 6 of the South Weber City Municipal Code (the “**City Code**”) for the purpose of implementing the policies stated therein.

NOW, THEREFORE, the City and Developer, for and in consideration of the promises set forth in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby agree as follows:

AGREEMENT

1. Incorporation of Recitals and Exhibits. The above Recitals and Exhibits attached hereto and referenced herein are hereby incorporated into this Agreement.

2. Improvements. The Parties have designed the following improvements as shown in the plans and specifications attached hereto as Exhibit C and incorporated herein by reference (collectively, the “**Improvements**”): (i) construction, grading and paving of a shared access driveway, including curbs, curb cuts, gutters and sidewalks, and such fire hydrants, if any, as

may be required by any applicable governmental authority (the “**Roadway Improvements**”); (ii) extension and installation of domestic water lines, secondary water lines (if secondary water is available in the area), sanitary sewer lines, storm drain lines, and all other utility lines as required by any applicable governmental authority, including, without limitation, telephone, gas and power lines, and stubbed to the Non-Constructing Party’s Property line and have sufficient capacity to serve both Properties when fully developed (collectively the “**Utility Improvements**”); and (iii) construction and installation of storm water control structures, including a detention pond, pipes and water control structures, berms and dikes, and vegetative filters and groundcovers (collectively the “**Detention Improvements**”). The Improvements shall be constructed and installed in accordance with the Plans and Specifications.

2.1. Commencement of Improvements. In conjunction with its development of the Developer Property, Developer shall be responsible to concurrently commence and diligently pursue to completion the construction and installation of the Detention Improvements. In the event Developer commences construction and development of any portion of the Developer Property prior to the City’s commencement of construction and development of any portion of the City Property, Developer shall be responsible to concurrently commence and diligently pursue to completion the construction and installation of the Roadway Improvements and Utility Improvements. In the event the City commences construction and development of any portion of the City Property prior to Developer’s commencement of construction and development of any portion of the Developer Property, the City shall be responsible to concurrently commence and diligently pursue to completion the construction and installation of the Roadway Improvements and Utility Improvements. The Party commencing and completing construction of the Improvements under this Section shall be referred to herein as the “**Constructing Party**”. The remaining Party shall be referred to herein as the “**Non-Constructing Party**”.

2.2. Contribution for Construction Costs.

2.2.1. Roadway and Utility Improvements. The Non-Constructing Party shall pay one-half of the out-of-pocket costs incurred by the Constructing Party to design, install and construct the Roadway Improvements and Utility Improvements (the “**Construction Costs Share**”). Such payments shall be made within thirty (30) days after receipt of a detailed statement itemizing all or a portion of the Construction Costs. Notwithstanding the foregoing, until the date the Non-Constructing Party receives a building permit to commence construction of any portion of its Property (the “**Non-Constructing Party Development Commencement Date**”), no payments or reimbursements of any kind shall be due and payable to the Constructing Party under the terms of this Section 2.2.1 or any other terms of this Agreement. Thereafter, the Non-Constructing Party shall pay the Construction Costs Share, including any Construction Costs Share accrued prior to the Non-Constructing Party Development Commencement Date. To the extent that the Non-Constructing Party does not timely pay any amounts or reimbursements to the Constructing Party as more fully set forth above, or does not otherwise fulfill its obligations under this Section 2.2.1, then the Constructing Party shall have the right to cause a lien to be recorded against the Non-Constructing Party’s Property. Such lien shall encumber the Non-Constructing Party’s Property and the Constructing Party placing the lien on the Non-Constructing Party’s Property shall have all right and remedies available at law or in equity with respect to such lien. Such lien right shall arise on the date the Non-Constructing Party fails to timely pay the Phase II Construction Costs Share as provided in this Section 2.2.1.

2.2.2. Detention Improvements. Upon completion of the Detention Improvements as provided in Section 2.3 below, the City shall reimburse Developer for one-half of the out of pocket costs incurred by Developer to design, install and construct the Detention Improvements. Reimbursements to Developer shall be paid from fees, assessments and taxes charged or collected by the City to all persons or entities outside the Developer Property and shall be made on a quarterly basis on April 15, June 15, September 15 and January 15 of each year until paid in full. Reimbursement payments shall be mailed to Developer at General RV Center, Attn: John Balice, 25000 Assembly Park Drive, Wixom, MI 48393. The City shall reimburse Developer for the Improvements Costs within three (3) years of receipt all documents required under Section 2.3 below (the “**Reimbursement Deadline**”). Nothing herein shall prohibit the City from prepaying all Improvement Costs prior to the Reimbursement Deadline.

2.3. Completion of Improvements. The Improvements will be deemed complete under this Agreement upon receipt by the Constructing Party of (i) a letter from the Parties’ engineer stating that all work included in the Plans and Specifications has been installed and completed per the approved plans; (ii) a letter from the applicable governmental authority stating that all Improvements have been completed and are in compliance with applicable local building codes (to the extent such approval is required by the City, such approval shall not be unreasonably withheld, conditioned or delayed); and (iii) evidence that the Constructing Party has paid all such invoices with final lien waiver documentation. The Non-Constructing Party shall have the right to inspect the Improvements at all times during and after construction thereof. Failure by the Non-Constructing Party to reject the Improvements in writing within thirty (30) business days following delivery to the Non-Constructing Party of items (i) through (iii), as set forth earlier in this Paragraph, shall be deemed to constitute the Non-Constructing Party’s acceptance of the Improvements. The Non-Constructing Party may refuse to accept the Improvements under this Paragraph only if the Improvements fail to meet the requirements and specifications of the Plans and Specifications.

3. Extension. The parties may extend in writing the time for the performance by the parties to this Agreement of any provision herein, or permit the curing of any default on such terms and conditions as may be agreeable to the parties; provided, however, that no such extension or permissive curing of any particular default shall operate to release any of the parties from such party’s other obligations or constitute a waiver of any right with respect to any provision of, or default under, this Agreement.

4. General Provisions.

4.1. Notices. All notices, acceptances and communications between the parties hereunder will be in writing (by mail, facsimile, email, telex or telegraph), postage or transmission costs prepaid, and will be addressed to the parties at the addresses set forth below. All such notices shall be deemed to have been duly delivered five (5) days after mailing via certified U.S. mail. Notices delivered other than by mail shall be effective on the date of receipt. All such notices, acceptances and communications will be deemed properly given when received by the party to whom it is addressed at:

If to the City:

If to Developer: General RV Center
Attn: John Balice
25000 Assembly Park Dr
Wixom, MI 48393

With a copy to: Kirton McConkie
Attn: Jessica Rancie
50 East South Temple, Suite 400
Salt Lake City, UT 84111

The City or Developer may change the address or addresses at which such party desires to receive notice on written notice of such change to the other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

4.2. City Conflict of Interest. No member, official, employee, consultant or agent of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such person participate in any decision relating to this Agreement which affects such person's personal interests or the interests of any corporation, partnership or association in which such person is directly or indirectly interested.

4.3. No Personal Liability of Certain Persons. No member, official, employee, consultant or agent of the City shall be personally liable to Developer in the event of any default by the City under this Agreement.

4.4. Entire Agreement. This Agreement constitutes the entire Agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by either of the parties that is not embodied in this Agreement.

4.5. Attorneys' Fees. If any party to this Agreement brings suit to enforce or interpret this Agreement, for damages on account of the breach of a covenant contained in this Agreement, or with respect to any other issue related to this Agreement, the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which the prevailing party is entitled.

4.6. Modification. A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by each of the parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

4.7. Assignment. Developer shall have the right to assign its rights, duties and obligations under this Agreement to an affiliate or successor of Developer. This Agreement shall be binding on the parties' successors or assigns.

4.8. Authority. The individuals executing this Agreement represent and warrant that they have the power and authority to do so and to bind the entities for which they are executing this Agreement.

4.9. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Utah. Unless otherwise provided, references in this Agreement to Sections are to Sections in this Agreement. This Agreement shall be construed according to its fair meaning and not strictly for or against the City or Developer, as if each of the parties collectively had prepared it.

4.10. Construction. The captions and headings contained herein are for convenience of reference only, and shall not in any way affect the meaning or interpretation of this Agreement. Notwithstanding any rule of construction to the contrary, any ambiguity or uncertainty in this Agreement shall not be construed against any of the parties hereto based upon authorship of any of the provisions hereof.

4.11. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document.

4.12. No Third Party Beneficiary. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties and their respective successors or permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third person to either of the parties, nor shall any provision hereof give any third person any right of subrogation or action over or against either of the parties.

4.13. Further Actions. The City and Developer shall execute such additional documents and take such further actions as may reasonably be required to carry out each of the provisions and the intent of this Agreement.

4.14. Severability. To the extent any provision of this Agreement shall be held, found or deemed to be unlawful or unenforceable, then any such provision or portion thereof shall be modified to the extent necessary so that any such provision or portion thereof shall be legally enforceable to the fullest extent permitted by applicable law. Any court of competent jurisdiction shall, and the parties hereto do hereby expressly authorize any court of competent jurisdiction to, enforce any such provision or portion thereof or to modify any such provision or portion thereof so that any such provision or portion thereof is enforced to the fullest extent permitted by applicable law.

[Signatures to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CITY:

SOUTH WEBER CITY,
a Utah municipal corporation

By: [Exhibit Only - Not for Execution]
Mayor Rod Westbroek

DEVELOPER:

SOUTH WEBER, LLC, a Utah limited liability
company

By: [Exhibit Only - Not for Execution]
Name: _____
Its: _____

[Exhibits to be added]

EXHIBIT C

[Access and Utility Easement Agreement]

When Recorded, Mail To:
General RV Center
Attn: John Balice
25000 Assembly Park Dr
Wixom, MI 48393

With a Copy To:
South Weber City
Attn: David Larson, City Manager
1600 East South Weber Drive
South Weber, Utah 84405

Parcel Nos. _____ and _____

(Space above for recorders use only)

ACCESS AND UTILITY EASEMENT AGREEMENT

THIS ACCESS AND UTILITY EASEMENT AGREEMENT (this “**Agreement**”) is made and executed this ____ day of _____, 2023 (the “**Effective Date**”), by and between SOUTH WEBER CITY, a Utah municipal corporation (“**Grantor**”), and SOUTH WEBER, LLC., a Michigan Limited Liability Company (“**Grantee**”). Grantor and Grantee are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties.**”

RECITALS

A. Grantor owns certain real property (the “**Grantor Property**”) located in Davis County, Utah. The Grantor Property is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. Grantee also owns certain real property, which is adjacent to the Grantor Property (the “**Grantee Property**”), located in Davis County, Utah. The Grantee Property is more particularly described on Exhibit B, attached hereto and incorporated herein by this reference. The Grantor Property and the Grantee Property are collectively referred to herein as the “**Properties**”.

C. Grantee desires to obtain a perpetual, non-exclusive access and utility easement (the “**Easement**”) on, over, under, through and across a certain portion of the Grantor Property, more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the “**Easement Area**”) for the purposes more particularly described herein.

D. Grantor is willing to grant the Easement to Grantee for such purposes subject to the terms and conditions set forth herein.

E. The Parties also desire to enter into other covenants and agreements that are intended to run with the land and bind all future owners of the Properties.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the Parties agree as follows:

1. Grant of Easement. Grantor hereby conveys to Grantee a perpetual, non-exclusive easement on, over and across the Easement Area for the purposes of: (i) providing ingress and egress to and from the Grantee Property and South Weber Drive, including the construction, operation, maintenance, repair, alteration inspection and/or replacement of an improved access way for pedestrian and vehicular ingress and egress into and out of the Grantee Property (the “**Roadway Improvements**”); and (ii) the connection, maintenance, reconstruction, inspection, operation, repair, replacement, access and use of any and all utilities, as determined by Grantee in its sole discretion, to provide utility services to the Grantee Property (the “**Utility Improvements**”)(the Roadway Improvements and Utility Improvements are collectively referred to herein as the “**Improvements**”).

2. Construction. The Grantor hereby conveys to Grantee a temporary, non-exclusive easement over the Grantor Property for the taking of all action necessary to construct the Improvements in accordance with the plans and specifications attached hereto as Exhibit D (the “**Plans**”). The easement granted by this Section 2 shall terminate and be of no further force or effect upon the completion of the construction of the Improvements. Each Party shall bear fifty percent (50%) of the expenses for construction of the Roadway Improvements. Reimbursement for each Party’s share shall be made in accordance with the terms of a Reimbursement Agreement executed by the Parties concurrently herewith and in accordance with the Development Agreement executed by the Parties on _____, 2023.

3. Access. Grantee and its invitees, guests, customers, agents, employees, consultants, contractors, subcontractors, successors and assigns (collectively, the “**Grantee Parties**”) shall have the right to enter upon the Easement Area for the purposes permitted by this Agreement. The Parties each agree to not restrict the other party’s right of ingress and egress to and from the Easement Area granted by this Agreement. Grantee and the Grantee Parties shall enter upon the Easement Area at their sole risk and hazard, and Grantee and the Grantee Parties hereby release the Grantor from any claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantor and the Grantor Parties.

4. Reservation by Grantor. The Grantor hereby reserves the right to use the Easement Areas for any use not inconsistent with Grantee’s permitted use of the same.

5. Property Condition.

5.1. Condition of the Easement Area. Grantee and the Grantee Parties accept the Easement Area and all aspects thereof in “AS IS”, “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS”, including but not limited to both latent and patent defects. Grantee hereby waives all warranties, express or implied, regarding the

title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

5.2. Condition of the Improvements. Upon completion of the Improvements, the Grantor and all invitees, guests, customers, agents, employees, consultants, contractors, subcontractors, successors and assigns of the Grantor (collectively, the “**Grantor Parties**”) accept the Improvements and all aspects thereof in “AS IS”, “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS”, including but not limited to both latent and patent defects. The Grantor hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area and the Improvements, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

6. Maintenance. After completion of construction as provided in Section 2 above, the Parties shall maintain the Improvements as follows:

6.1. Utility Maintenance. Grantee, at its sole cost and expense, shall maintain and repair the Utility Improvements in good order and condition, in accordance with all laws, rules, and ordinances respecting such, and shall take all reasonable steps to ensure a safe condition on the Easement Area during such maintenance and repair.

6.2. Roadway Maintenance. Subject to the right of reimbursement set forth in Section 6.4 below and except as provided in Section 6.1 above, Grantor shall pay for and regularly maintain and repair the Easement Area, including the Roadway Improvements, in good order and condition, and shall keep and maintain the Roadway Improvements and Easement Area in an unobstructed condition to allow access. Grantor’s obligations under this Section 6.2 shall be performed in a workmanlike, diligent and efficient manner and shall include maintenance of paved surfaces in a level and smooth condition, free of potholes, with the type of material as originally use or a substitute equal in quality, plowing of snow and ice from the paved surfaces; and restriping as required to keep the same clearly visible. All such maintenance, repair and replacement shall be accomplished in a first-class, lien-free manner in accordance with standards pursuant to similarly situated property of similar size maintained in Davis County, Utah, and consistent with any covenants, conditions and restrictions applicable to the Properties.

6.3. Maintenance Costs Reimbursement. Grantee shall be obligated to reimburse Grantor for fifty percent (50%) of Grantor’s actual out-of-pocket costs for maintenance and repair necessary to maintain the Roadway Improvements in accordance with this Agreement (the “**Maintenance Costs**”). Within sixty (60) days after each January 1st and July 1st, respectively, Grantor shall deliver to Grantee a written itemized semiannual statement (“Semiannual Statement”) showing the amount of the actual Maintenance Costs for the immediately preceding period from July 1st to December 31st or January 1st to June 30th, and any amounts due from Grantee to Grantor for the Grantee Share of such Maintenance Costs. Grantee shall pay Grantor all amounts due as set forth in the Semiannual Statement within thirty (30) days after receipt of the Semiannual Statement. Upon request, Grantor shall provide Grantee copies of all bills, payment applications, invoices and receipts for Maintenance Costs performed and other reasonable supporting documentation of the Semiannual Statement. Grantee may

provide commercially reasonable objections to any Semiannual Statement within thirty (30) days after receipt of same. If Grantee does not timely and properly object to any Semiannual Statement, such Semiannual Statement shall conclusively be deemed correct and accepted by Grantee. If Grantee timely and properly objects to any Semiannual Statement in writing, Grantor and Grantee shall negotiate in good faith to resolve any disputes. Any objection of Grantee to any Semiannual Statement and resolution of any dispute shall not postpone the payment of any undisputed amounts due Grantor by Grantee. Failure of Grantor to deliver any Semiannual Statement in a timely manner does not relieve Grantee's obligation to pay any amounts due Grantor pursuant to a Semiannual Statement subsequently delivered.

6.4. Annual Maintenance Estimate. On or before August 1st of each year, Grantor shall deliver to Grantee an itemized list of the estimated Maintenance Costs (the "**Annual Maintenance Estimate**") for the following fiscal year of Grantee, which is from July 1st to June 30th each year ("Grantee's Fiscal Year"). If Grantor determines that the Maintenance Costs for any Grantee's Fiscal Year will unreasonably vary from the amounts set forth in the Annual Maintenance Estimate, including, without limitation, any extraordinary or atypical maintenance, Grantor may, by notice to Grantee, revise the Annual Maintenance Estimate for such year and deliver such revised Annual Maintenance Estimate to Grantee for Grantee's review and approval, which approval shall not be unreasonably withheld.

6.5. Damage to Easement Area. Any damage, other than ordinary wear and tear, caused by either Party to any portion of the Easement Area shall be completely repaired at such Party's sole cost and expense and within thirty (30) days after such damage. In the event any such damages are not timely repaired by the responsible Party, the other Party shall have the right, but not the obligation, to repair such damages for the account of the responsible Party with thirty (30) calendar days advance written notice and, upon completion of such repairs, the responsible Party shall reimburse the other Party the actual costs of such repairs, together with an administrative fee equal to five percent (5.0%) of such actual costs, within thirty (30) calendar days.

7. Liens. Each Party performing, or causing to be performed, any work with respect to the Easement Area or the Improvements (the "**Performing Party**") shall keep the Properties, or any portion thereof, free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for the Performing Party. Any such liens must be released of record within thirty (30) days, or, if contested, as soon thereafter as reasonably possible. Any amount spent by the non-performing party to remove, or cause to be released, any such lien shall be reimbursed by the Performing Party within 30 days of the Performing Party's receipt of written notice and reasonable proof of such costs incurred by the non-performing party.

8. Indemnification. Each Party, and its successors and assigns, hereby agrees to indemnify, defend and hold the other Party harmless from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damages caused by or arising out of: (i) the acts and omissions of such Party and their agents, servants, employees, and/or contractors; (ii) the use of the Easement Area and the Improvements located thereon by such Party, their agents, servants, employees, or contractors; and (iii) any work performed on the Easement Area

and the Improvements located thereon, by such Party or their successors or assigns, and their agents, servants, employees, consultants and/or contractors. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement. Without limiting or expanding the terms of this Section 8, each Party, and their respective permitted users, successors and assigns hereby releases the other Party and their successors and assigns for any claims that may arise as a direct or indirect result of snow, ice, sleet, water or otherwise inclement weather that may affect the general condition of the Roadway Improvements.

9. Covenants Running with the Land. This Agreement and the easements, covenants, and restrictions created by this Agreement are intended by the Parties hereto to be and shall constitute covenants running with the land as to each of the Grantor Property and the Grantee Property, and shall be binding upon and shall inure to the benefit of the owner of each of the Properties, and any person who acquires or comes to have any interest in any of the Properties, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. This Agreement and all of the easements, covenants, provisions, and requirements hereof shall also inure to the benefit of each and every person and entity owning any interest in or occupying any portion of the Properties. By acquiring title to, in any way coming to have an interest in, or occupying, any portion or part of the Properties, including becoming the fee owner of either the Grantor Property or the Grantee Property, the person or entity so acquiring, coming to have such interest in, or occupying, an interest in the Properties, shall be deemed to have consented to, and shall be bound by, each and every provision of this Agreement.

10. Assignment. Each Party shall have the right to assign this Agreement and/or rights granted herein to any successor or assign of such Party's respective property. No other assignment, transfer or subletting of this Agreement by any Party shall be allowed. Any assignment or transfer, or attempted assignment or transfer, of this Agreement by any Party in violation of this Section 10, shall be deemed and considered null and void and have no force or effect.

11. Notices. Any notice required or desired to be given under this Agreement will be considered given: (a) when delivered in person to the recipient named below, (b) when delivered by a reputable overnight delivery service, or (c) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and Party intended. All notices shall be given at the following addresses:

If to Grantor:	South Weber City Attn: David Larson, City Manager 1600 East South Weber Drive South Weber, Utah 84405
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With a copy to:	Jayne Blakesley
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Hayes Godfrey Bell, PC
2118 East 3900 South, Suite 300
Holladay, Utah 84124

If to Grantee: General RV Center
Attn: John Balice
25000 Assembly Park Dr
Wixom, MI 48393

With a copy to: Kirton McConkie
Attn: Jessica Rancie
50 East South Temple, Suite 400
Salt Lake City, UT 84111

Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

12. Miscellaneous.

12.1. Interpretation. Section titles and captions to this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement. This Agreement has been arrived at through negotiation between Grantor and Grantee.

12.2. Successors. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns.

12.3. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Agreement will affect or be deemed to interpret, change, or restrict the express provision hereof. Any amendment or modification to this Agreement must be in writing and signed by authorized agents or officers of the Parties.

12.4. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement will constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

12.5. Rights and Remedies. The rights and remedies of any of the Parties stated herein are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement does not preclude the exercise of any other provisions. Each of the Parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder may be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or will limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Party for a breach or threatened breach of any provision hereof, it

being the intent of this paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder will be enforceable in equity as well as at law or otherwise.

12.6. Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement or if a Party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing Party incident to such proceeding or retention, including reasonable attorneys' fees, will be paid by the non-prevailing Party.

12.7. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement is binding upon the Party for which he/she signs.

12.8. No Public Use/Dedication. The Grantor Property is and will at all times remain the private property of Grantor. The use of the relevant portion of the Grantor Property for the Easement Area is permissive and is limited to the express purposes contained herein. Neither Grantor, nor its successors or assigns, nor the public may acquire or be entitled to claim or assert any rights to the Grantor Property beyond the express terms and conditions of this Agreement.

[Signatures and Acknowledgments to Follow]

EXECUTED by Grantor and Grantee as of the Effective Date.

GRANTOR:

SOUTH WEBER CITY, a Utah
municipal corporation

By: [Exhibit Only - Not for Execution]
Rod Westbroek
Mayor

STATE OF UTAH)
 :SS
COUNTY OF _____)

On this ____ day of _____, 2023, personally appeared before me Rod Westbroek, known or satisfactorily proved to me to be the Mayor of South Weber City, a Utah municipal corporation, who acknowledged to me that he signed the foregoing instrument as Mayor for said corporation.

Notary Public

[Further Signatures and Acknowledgements to Follow]

GRANTEE: SOUTH WEBER, LLC., a Michigan limited liability company

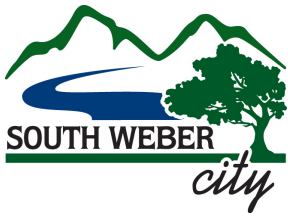
By: [Exhibit Only - Not for Execution]
Name:
Title:

STATE OF)
:ss.
COUNTY OF)

On this ___ day of ___, 2023, personally appeared before me
___, known or satisfactorily proved to me to be the ___ of
South Weber, LLC, a Michigan limited liability company, who acknowledged to me that he
signed the foregoing instrument as ___ for said company.

Notary Public

[Exhibits to be added]



CITY COUNCIL MEETING STAFF REPORT

MEETING DATE

September 26, 2023

PREPARED BY

Lisa Smith

City Recorder

ITEM TYPE

Administrative

ATTACHMENTS

RES 23-42

PRIOR DISCUSSION DATES

n/a

AGENDA ITEM

Resolution 23-44: Canceling the 2023 Municipal Election and Declaring Each Unopposed Candidate Elected.

PURPOSE

Cancel the municipal election and declare the candidates as elected

RECOMMENDATION

Staff recommends approval

BACKGROUND

Each odd numbered year municipal elections are scheduled. This year in South Weber there are three open council seats. Three candidates applied for office: Jeremy Davis, Blair Halverson, and Wayne Winsor. As each race was unopposed the primary election was not required. Per UCA § 20A-601 (1)(a) write-in candidates must file a declaration of candidacy 65 days before the election. That date has now elapsed, and no declarations were received. The city is required to cancel the election by resolution and post notice for 15 days. The applicants are considered elected.

ANALYSIS

State code 20A-1-206 allows the cancellation of local elections if there are no contested races and there are no ballot propositions. Although some services have been provided by the county, the vast majority of notices and tasks are eliminated by cancelling the election thus saving the city money.

RESOLUTION 23-45**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL
CANCELLING THE 2023 MUNICIPAL ELECTION AND
DECLARING EACH UNOPPOSED CANDIDATE ELECTED**

WHEREAS, South Weber Council, a Utah Municipal Corporation, elects Council Members in at-large elections under Utah Code §10-3-205.5(1); and

WHEREAS, the number of candidates who filed for 2023 Municipal election does not exceed the number of openings; and

WHEREAS, the write-in filing deadline has expired and there are no ballot propositions; and

WHEREAS, state law allows cancellation (§20A-1-206) for uncontested races; and

WHEREAS, Council concludes that cancellation will eliminate unnecessary expenses and is in the best interest of the public;

NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:

Section 1. Cancellation of 2023 Municipal Election. Based on the fact that only one resident filed candidacy for each open position, South Weber City Council hereby cancels the 2023 Municipal Election.

Section 2. Candidates Considered Elected. Qualified candidates Jeremy Davis, Blair Halverson, and Wayne Winsor who each filed a timely declaration are hereby considered elected to the Council with terms from January 1, 2024 through December 31, 2027.

Section 3. Notification. The City Recorder is authorized and directed to issue Notice of Cancellation as a Class A notice under UCA §63G-30-102 for 15 days before the election date.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 26th day of September, 2023.

Roll call vote is as follows:		
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Dills	FOR	AGAINST

Rod Westbroek, Mayor

Attest: Lisa Smith, Recorder