

RESOLUTION 23-33

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING
THE FINAL PLAT AND DEVELOPMENT AGREEMENT
FOR CROSSWIND SUBDIVISION**

WHEREAS, an application for subdividing 5.57 acres at approximately 7750 S 2700 E into 2 commercial building lots was submitted by Genneva Blanchard; 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 entire subdivision on the 8th of June, 2023; and

WHEREAS, the Planning Commission reviewed all the supporting documents in an open public meeting on the above date 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 25th of July, 2023 and after thorough consideration approved the plat and plans as presented;

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

Section 1. Approval: Development Agreement as shown in **Exhibit 1** and Final Plat included as **Exhibit 2** for Crosswind Subdivision located at approximately 7750 S 2700 E are hereby approved.

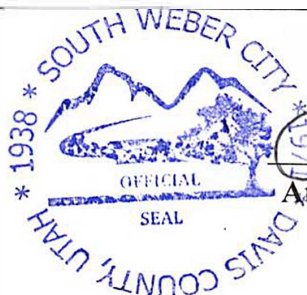
Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 25th day of July 2023.

Roll call vote is as follows:		
Council Member Halverson	<input checked="" type="radio"/>	AGAINST
Council Member Petty	<input checked="" type="radio"/>	AGAINST
Council Member Soderquist	<input checked="" type="radio"/>	AGAINST
Council Member Alberts	<input checked="" type="radio"/>	AGAINST
Council Member Dills	<input type="radio"/>	AGAINST

Excused


Rod Westbroek, Mayor





Attest: Lisa Smith, Recorder

EXHIBIT 1
CROSSWIND DEVELOPMENT AGREEMENT

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

**DEVELOPMENT AGREEMENT
for the
-- CROSSWIND DEVELOPMENT --**

On this 25th day of July, 2023 (“Effective Date”), South Weber City, a Utah municipal corporation (“**City**”), South Weber Development Partners, LLC, a Utah Limited Liability Company (“**Developer Lot 1**”), and Red Desert Real Estate LLC, a Utah limited liability company (“**Developer Lot 2**”) enter into this Development Agreement (“**Agreement**”) and agree as set forth below. City and Developer shall hereinafter be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS:

- A. The City, acting pursuant to its authority under the Utah Land Use Development and Management Act (“LUDMA”), Utah Code Annotated §§ 10-9a-101, et seq., as amended, and the Municipal Code for South Weber City (“City Code”), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed development of certain property (further described below as **Exhibit A**), in exercise of its legislative discretion and administrative authority, and has elected to enter into this Agreement.
- B. Certain real property located at approximately 7750 South 2700 East, in South Weber City, Davis County, Utah, and legally described in **Exhibit A** (the “Property”), a copy of which is attached hereto and incorporated herein by reference. is proposed to be developed as a 2-lot subdivision, entitled “Crosswind Subdivision” (the “**Development**”).
- C. Property currently includes two parcels: Parcel ID 13-039-0082 currently owned by Developer Lot 1, and Parcel ID 13-039-0083 currently owned by Developer Lot 2.
- D. Developer Lot 2 has submitted a Site Plan for approval by the City Council on Lot 2 of the Development, which Site Plan is consistent with City Code, and shall be attached to this Agreement as **Exhibit B** (“Site Plan”) and incorporated herein upon approval. Developer Lot 1 has yet to formally submit any site plan for approval by the City Council on Lot 1.
- E. A portion of the Property (herein referred to as “**ROW Acquisition Property**”) as shown in **Exhibit C**, a copy of which is attached hereto and incorporated herein by reference, which the City has identified as necessary for the purpose of constructing and maintaining future public infrastructure and rights-of-way (“**ROW**”) pursuant to its transportation master plan. These ROW requirements go beyond the dedication mandated by the City's standard ROW (herein referred to as “**ROW Dedication**”). Therefore, the City intends to acquire the ROW Acquisition Property for the sole purpose of constructing and maintaining future public infrastructure and ROW.
- F. The City will authorize recordation of this Agreement by resolution within 30 days of approval.

AGREEMENT:

1. Recitals; Definitions. The foregoing recitals are incorporated into and made a part of the terms of this Agreement. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.
2. Conditions. The Property shall be developed in accordance with the provisions of this Agreement, LUDMA, the Land Use Ordinance, and all other applicable provisions of Federal, State, and City law in effect upon submittal of a complete Site Plan Application to South Weber City.
3. ROW Purchase Price. The City agrees to purchase the ROW Acquisition Property for the following amounts: Developer Lot 1 for the sum of \$60,466.20 (“Purchase Price Lot 1”), and Developer Lot 2 for the sum of \$140,407.60 () (“Purchase Price Lot 2”), the calculation of which is shown in **Exhibit D**.
4. Payment by the City. Payment to Developer Lot 1 and Developer Lot 2 will be made within 30 days of recordation of the Development plat.
5. Dedication of ROW. Developer Lot 1 and Developer Lot 2 agree to dedicate the ROW Acquisition Property in addition to the ROW Dedication by means of the Development plat.
6. Fee-in-Lieu for Sidewalk. The City Standard ROW requires the installation of sidewalk to be completed along the frontage of the Property. Due to uncertain timing of future ROW improvements, Developer Lot 1 and Developer Lot 2 will not be required to install the sidewalk at the time of subdivision improvements but shall be required to provide payment in lieu of actual construction. The calculation of which is shown in **Exhibit D**. Payment from Developer Lot 1 and Developer Lot 2 shall be required prior to the issuance of a building permit.
7. Term. This Agreement shall be in effect as of the effective date listed above and shall continue in full force and effect unless and until this Agreement is terminated by mutual consent of the parties.
8. General Provisions.
 - a. Notices. Any notice to be given by any party hereunder must be given in writing and delivered in person, or by reputable nationwide overnight courier, or forwarded by certified or registered mail, postage prepaid, return receipt requested, at the address indicated below, unless the party giving such notice has been notified, in writing, of a change of address. Notices are effective on the date of delivery (or refusal to accept delivery), if notice is given by personal delivery, on the next succeeding business day after deposit with an overnight courier for next day delivery, or if notice is sent through the United States mail, on the earlier of the date of actual delivery as shown by the addressee's receipt or the expiration of three (3) days following the date of mailing.

If to Developer Lot 1:
South Weber Development Partners
LLC
Attn: Paul Buster Delmonte
6472 Willow Creek Rd.

If to Developer Lot 2:
Red Desert Real Estate LLC
Attn: Julie Anne Maughan
26 N. 3175 E.
Layton, UT 84040

Development Agreement – Crosswind Development

Mountain Green, UT 84050

If to City:
South Weber City
Attn: David Larson, City Manager
1600 E South Weber Drive
South Weber City, UT 84405

- b. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach by the same of any other provision of this Agreement.
- c. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- d. Authority. The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing.
- e. Entire Agreement. This Agreement, including exhibits, constitutes the entire Agreement between the parties.
- f. Assignment. Neither this Agreement, nor any of the provisions, terms or conditions hereof can be assigned by Developer Lot 1 or Developer Lot 2 to another party, individual or entity without assigning the rights as well as the obligations under this Agreement, and without the prior written consent of the City, which shall not be unreasonably withheld. Such assignments shall be subject to review by the City which is intended to provide assurances that the proposed assignee possesses sufficient ability to assume the provisions, terms, and conditions of this Agreement. The City shall review and approve, approve with conditions or deny all proposed assignments by Developer Lot 1 or Developer Lot 2 to a subsequent fee owner, as required by this Section, within twenty-one (21) days of notice of proposed sale, assignment, or other transfer. The City hereby consents to the assignment by Developer Lot 1 or Developer Lot 2 of any or all its rights under this Agreement to its Lender, provided that notice of the assignment is given to the City of such assignment promptly after the transfer is accomplished. The rights of the City under this Agreement shall not be assigned.
- g. Agreement to Run with the Land; Priority. This Agreement shall be recorded in the office of the Davis County Recorder against each Property and is intended to and shall be deemed to run with the land and shall be binding on all successors and assigns of Owner in the ownership or development of any portion of the Project, senior to any debt security instruments encumbering the Property. The benefits of this Agreement shall inure to successors-in-interest and/or

subsequent owners of the Property only if the Agreement is transferred or assigned in accordance with the provisions of paragraph (7)(f) above.

- h. Amendment of this Agreement. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties to this Agreement or by their successors-in-interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Davis County Recorder's Office.
- i. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the fundamental purpose of this Agreement and Developer's ability to complete the development of the Property is not defeated by such severance.
- j. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Davis County, Utah, and the Parties hereby waive any right to object to such venue.
- k. Remedies. Without limiting any other provision of this Agreement, if any party to this Agreement breaches any provision of this Agreement, the non-breaching party shall be entitled to all remedies available at both law and in equity.
- l. Attorney's Fee and Costs. If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.
- m. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in interest and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.
- n. Third Parties. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.
- o. No Business Entity Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

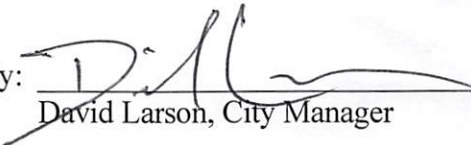
Development Agreement – Crosswind Development

DEVELOPER LOT 1:
SOUTH WEBER DEVELOPMENT
PARTNERS LLC
a Utah limited liability company

By: _____

Date: _____

CITY:
SOUTH WEBER CITY, UTAH

By: 
David Larson, City Manager

Date: 7-25-2023

DEVELOPER LOT 2:
RED DESERT REAL ESTATE, LLC
a Utah limited liability company

By: _____

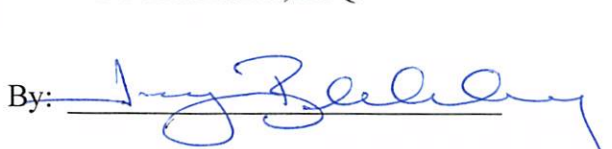
Date: _____

CITY RECORDER:
LISA SMITH

By: 

Date: 7-25-2023

CITY ATTORNEY:
JAYME BLAKESLY, ESQ.

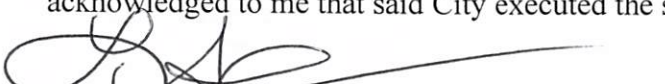
By: 

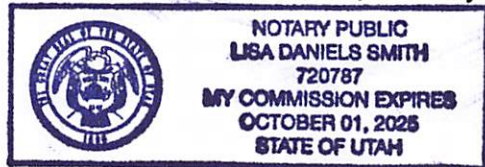
Date: 25 July 2023

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

On the 25th day of July, 2023, personally appeared before me DAVID LARSON who being by me duly sworn did say that he is the City Manager of SOUTH WEBER CITY, and that the foregoing instrument was signed in behalf of said City by authority of a resolution of its Council; and they acknowledged to me that said City executed the same.


Notary Public



My Commission Expires: 10-01-2025

Residing at: South Weber

EXHIBIT “A”
Legal Description of Entire Development

A part of the Southwest Quarter of the Northwest Quarter of Section 36, Township 5 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey.

Beginning at a point on the east right of way line of 2700 East Street which is 545.51 feet South 89°57'59" East along the south Quarter section line from the West Quarter corner of said Section 36; running thence four (4) courses along said east right of way line as follows: Northerly along the arc of a 685.52 foot radius curve to the left a distance of 143.26 feet (Central Angle equals 11°58'25" and Long Chord bears North 32°05'09" West 143.00 feet), North 38°04'22" West 523.02 feet, Northerly along the arc of a 626.80 foot radius curve to the right a distance of 304.83 feet (Central Angle equals 27°51'52" and Long Chord bears North 24°08'26" West 301.83 feet), and North 10°12'30" West 49.21 feet to the intersection of said east right of way line and the south right or way line of South Weber Drive; thence North 79°47'30" East 391.22 feet along said south right of way line to the west right of way line of Highway 89 Access Ramp "C"; thence two (2) courses along said west right of way line as follows: South 14°22'12" East 530.51 feet, South 5°22'12" East 414.02 feet to said south Quarter Section line of said Quarter Section; thence North 89°57'59" West 24.79 feet along said Section line to the point of beginning.








Contains: 5.568 acres

EXHIBIT C

ROW ACQUISITION PROPERTY AND SIDEWALK

SOUTH WEBER DRIVE
(SR-60)

LEGEND:

	ROW ACQUISITION PROPERTY (TOTAL) = 17,220 SF
	LOT 1 = 4,835 SF
	LOT 2 = 12,385 SF
	70' ROW DEDICATION (NON-COMPENSATED PORTION) = 5,615 SF
	LOT 1 = 1,909 SF
	LOT 2 = 3,706 SF
	70' ROW DEDICATION (COMPENSATED PORTION) = 5,224 SF
	LOT 1 = 1,921 SF
	LOT 2 = 3,303 SF
	SIDEWALK = 4,036 SF
	LOT 1 = 1,906 SF
	LOT 2 = 2,130 SF
	EXISTING ROW
	70' DEDICATION (TOTAL 10,839 SF)
	84' ACQUISITION AND DEDICATION

JA
SCALE:
1" = 100'

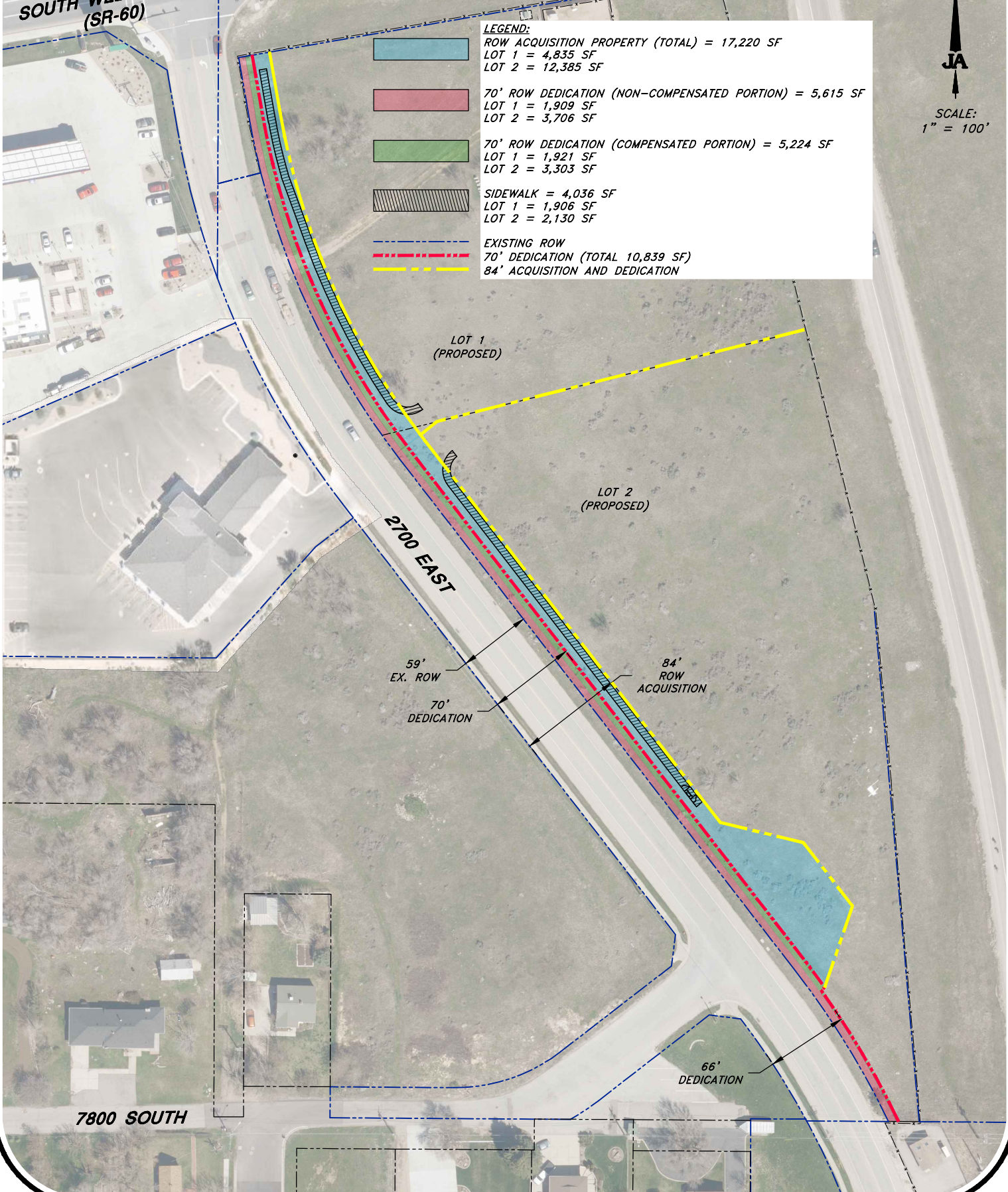


Exhibit D

Right-of-Way Acquisition and Sidewalk Fee in Lieu Calculation

Right-of-Way Acquisition Calculation

ROW Acquisition Property <i>(Above and beyond the 70' dedication - See Exhibit C)</i>	17,220 sf
70' ROW Dedication (Compensated Portion)*	5,224 sf
Acquisition Cost <i>(Based upon Cook Group Appraisal, February 15, 2023)</i>	\$ 8.95 sf

Lot 1

ROW Acquisition Property	4,835 sf
70' ROW Dedication (Compensated Portion)	1,921 sf

Total \$ 60,466.20

Lot 2

ROW Acquisition Property	12,385 sf
70' ROW Dedication (Compensated Portion)	3,303 sf

Total \$ 140,407.60

Total Right-of-Way Acquisition \$ 200,873.80

Sidewalk Fee in Lieu of Construction Calculation

Sidewalk Area <i>(See Exhibit C)</i>	4,036 sf
New Sidewalk Installation Costs <i>(Based upon bids received for the 2023 South Weber City Street Maintenance Project)</i>	\$ 11.50 sf

Lot 1

Sidewalk Area	1,906 sf
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Total \$ 21,919.00

Lot 2

Sidewalk Area	2,130 sf
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Total \$ 24,495.00

Total Sidewalk Fee in Lieu \$ 46,414.00

** All additional ROW is being exacted from east side of 2700 East (holding the west ROW line where it is currently located). This is being done to avoid having to remove and relocate the existing improvements on the west side of the road. Therefore, the city agrees to compensate the Developers for half of the additional property needed to get to a 70' ROW (See Exhibit C).*

EXHIBIT 2 CROSSWIND PLAT

:

Crosswind Subdivision

**A part of the Southwest Quarter of the Northwest Quarter of Section 36,
Township 5 North, Range 1 West, SLB&M, U. S. Survey
South Weber City, Davis County, Utah
January 2023**

NARRATIVE:

This Survey and Subdivision plat was done at the request of the current Owners of the Parcels, for the purpose of adjusting the common Line and dedicating additional right of way along 2700 East Street.

Brass Cap Monuments were found at the West Quarter Corner and Center Corner of Section 36, T5N, R1W, SLB&M, U.S. Survey, A line bearing South 89°57'59" East between these monuments was used as the basis of bearings.

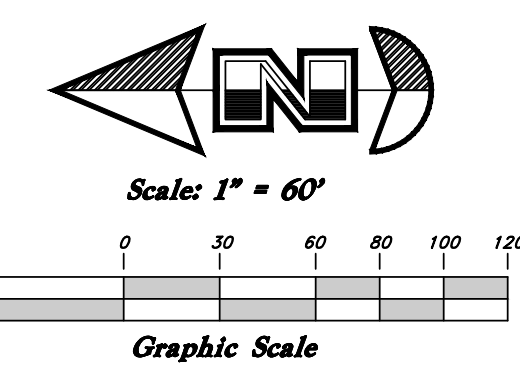
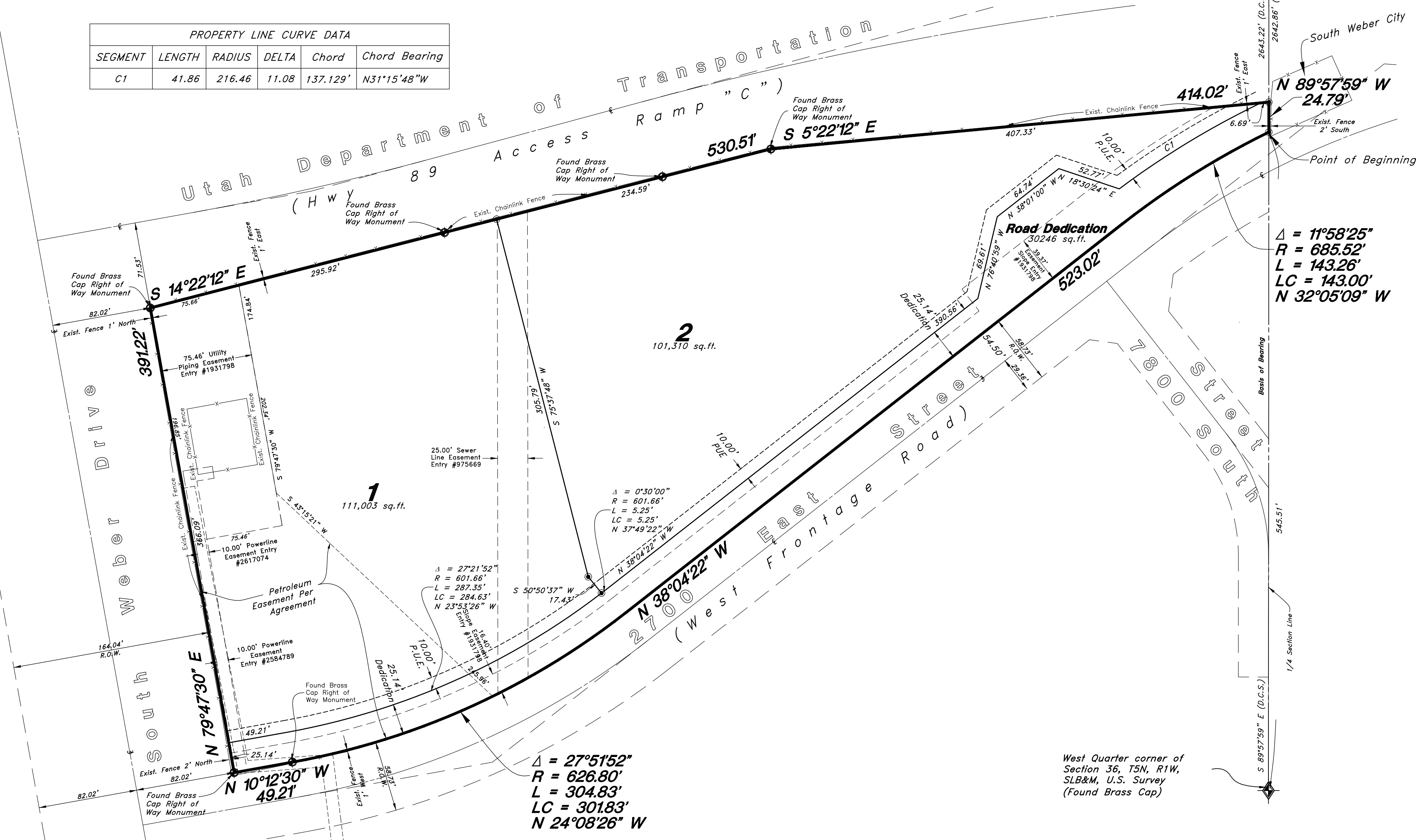
The following documents recorded at the Davis County Recorders Office were relied upon for the preparation of this survey: Special Warranty Deed in Book 2808, Page 514, Entry Number 1661091; Right of Way Contract in Book P, Page 365, Entry Number 72762; Right of Way in Book 41, Page 576, Entry Number 125269; Agreement and Grant of Easement in Book 1502, Page 323, Entry Number 975583.

Utah Department of Transportation Right of Way plans for project number NH-0089(30)346, sheets 6-7, were relied upon for the preparation of this survey. A conversion from meters to feet of 1M=3.2808' was used.

Property corners were monumented as depicted.

The recommendations in the following Geotechnical Engineering Report by AGECE are included in the requirements of grading and site preparation. The report is titled "GEOTECHNICAL INVESTIGATION RETAIL DEVELOPMENT" Job No.: 1050930 Address: 2600 EAST AND SOUTH WEBER DRIVE, SOUTH WEBER, UTAH Dated: OCTOBER 27, 2005

PROPERTY LINE CURVE DATA					
SEGMENT	LENGTH	RADIUS	DELTA	Chord	Chord Bearing
C1	41.86	216.46	11.08	137.129'	N31°15'48"W



SURVEYOR'S CERTIFICATE
I, Andy Hubbard a Professional Land Surveyor licensed in the State of Utah, do hereby certify that this plat of Crosswind Subdivision in South Weber City, Davis County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Davis County Recorder's Office and a survey made on the ground.
Signed this _____ day of _____, 2023.
6242920
License No.
Andy Hubbard
PROFESSIONAL LAND SURVEYOR
No. 6242920
ANDY HUBBARD
STATE OF UTAH

BOUNDARY DESCRIPTION
A part of the Southwest Quarter of the Northwest Quarter of Section 36, Township 5 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey.
Beginning at a point on the east right of way line of 2700 East Street which is 545.51 feet South 89°57'59" East along the south Quarter section line from the West Quarter corner of said Section 36; running thence four (4) courses along said east right of way line as follows: Northerly along the arc of a 685.52 foot radius curve to the left a distance of 143.26 feet (Central Angle equals 11°58'25" and Long Chord bears North 32°05'09" West 143.00 feet), North 38°04'22" West 523.02 feet, Northerly along the arc of a 626.80 foot radius curve to the right a distance of 304.83 feet (Central Angle equals 27°51'52" and Long Chord bears North 24°08'26" West 301.83 feet), and North 10°12'30" West 49.21 feet to the intersection of said east right of way line and the south right of way line of South Weber Drive; thence North 79°47'30" East 391.22 feet along said south right of way line to the west right of way line of Highway 89 Access Ramp "C"; thence two (2) courses along said west right of way line as follows: South 14°22'12" East 530.51 feet, South 5°22'12" East 414.02 feet to said south Quarter Section line of said Quarter Section; thence North 89°57'59" West 24.79 feet along said Section line to the point of beginning.
Contains: 5.568 acres

OWNER'S DEDICATION
I, the undersigned managing member of BDL Assets, owner of the hereon described tract of land, hereby set apart and subdivide the same into lots as shown on this plat, and name said tract Crosswind Subdivision.
Signed this _____ day of _____, 2023.
SOUTH WEBER DEVELOPMENT PARTNERS LLC
RED DESERT REAL ESTATES LLC
XXX - Managing Member
XXX - Managing Member

ACKNOWLEDGMENTS
State of Utah } ss
County of _____ }
The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____.
Residing At: _____
Commission Number: _____ A Notary Public Commission in Utah
Commission Expires: _____
Print Name _____
State of Utah } ss
County of _____ }
The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____.
Residing At: _____
Commission Number: _____ A Notary Public Commission in Utah
Commission Expires: _____
Print Name _____

LEGEND

- ▲ Set Nail & Washer
- Set Rebar & Cap w/ Fencepost
- Hub & Tack
- ⊕ Monument to be Set
- ◆ Section Corner
- D.C.S. Davis County Survey

Vicinity Map
not to scale

GREAT BASIN ENGINEERING
5746 SOUTH 1475 EAST OGDEN, UTAH 84403
MAIN (801)394-4515 S.L.C (801)521-0222 FAX (801)392-7544
WWW.GREATBASINENGINEERING.COM

SOUTH WEBER CITY PLANNING COMMISSION APPROVAL
Reviewed by the South Weber City Planning and Zoning Commission on the _____ day of _____, 2023.

Chairperson

SOUTH WEBER CITY ENGINEER'S APPROVAL
Approved by the South Weber City Engineer on this _____ day of _____, 2023.

Signature

SOUTH WEBER CITY ATTORNEY'S APPROVAL
Approved by the South Weber City Attorney on this _____ day of _____, 2023.

Signature

Crosswind Subdivision
A part of the Northeast 1/4 of Section 30, T5N, R1W, SLB&M, U.S. Survey South Weber City, Davis County, Utah

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

DAVIS COUNTY RECORDER
BY: _____ DEPUTY

Mayor