

RESOLUTION 24-27

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING A THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE SOUTH WEBER GATEWAY PROJECT

WHEREAS, a development agreement for the South Weber Gateway project was approved and recorded in 2022 followed by an amendment in 2023 and a second amendment this year; and

WHEREAS, the property has changed developers multiple times making continuity of the project difficult; and

WHEREAS, Council provided feedback to the current developer Wasatch Bridge in the April 9th and June 11th meetings of this year who has taken steps to make revisions within the parameters the Council set; and

WHEREAS, the changes in the current revision correct ownership, clarify garage size and driveway length, and define phasing, permitting, and construction with both residential and commercial portions; and

WHEREAS, a public hearing was held on August 27, 2024, for citizen input and at the same meeting Council requested clarification on wording and phasing therefore continuing the item;

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

Section 1. Approval: The third amendment to the South Weber Gateway project Development Agreement as attached in **Exhibit 1** is hereby approved to be recorded with Davis County.


Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.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 10th day of September 2024.

Roll call vote is as follows:

Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Dills	FOR	AGAINST
Council Member Davis	FOR	AGAINST
Council Member Winsor	FOR	AGAINST

Excused


Rod Westbroek, Mayor





Attest: Raelyn Boman, Deputy Recorder

Exhibit 1

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

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

This Third Amendment to Development Agreement (“Agreement”) is entered into this 10th day of September, 2024 by and between South Weber City, a Utah municipal corporation (the “City”) and Wasatch Bridge Primary Investments, LLC (the “Owner”) effective as of September 10, 2024 (“Effective Date”). The Parties hereto, intending to be legally bound, hereby agree as set forth below.

Recitals

1. The City, acting pursuant to its authority under Utah Code Annotated 10-9a-101, et seq., as amended, and the Municipal Code for South Weber City (the “City Code”) and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, entered into a Development Agreement for the development of the property known as Gateway in South Weber (the legal description of which is attached hereto as **Exhibit A** (the “Property”)) with Farrell Poll and Steward Land Holdings, LLC on May 24, 2022 (“Original DA”). The Original DA, together with the amendments thereto (collectively with the Original DA, the “Amended DA”, and the “2nd Amended DA”), are referenced hereto in **Exhibit B**.
2. The Owner acquired the Property from Poll by Trustee’s Deed, recorded with the Davis County Recorder on October 24, 2023.
3. The Owner has requested minor amendments to the Original DA, Amended DA, and 2nd Amended DA to facilitate the expeditious development of the Property.
4. City staff reviewed the requested changes and recommended the Council further amend the Amended DA as set forth therein.

NOW THEREFORE, in consideration of the covenants and promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

Agreement

1. Recitals and Definitions. The foregoing recitals are made part of the Agreement. Any capitalized terms used but not specifically defined in this Agreement shall be given the meaning ascribed to such terms in the Amended DA or Original DA, in that order.
2. Incorporation of Development Agreement. The Original DA, as amended by the Amended DA and 2nd Amended DA, shall remain in full force and effect as to its terms, applicable to each of the City and the Owner; *provided, however*, that the Original DA , Amended DA , and 2nd Amended DA shall be amended as set forth herein.
3. Garages. Section 2(a) of the Amended DA is hereby modified to allow for unit garages to be 20' x 20'.
4. Section 2(c) of the Amended DA is modified as follows:
"c. A building permit in accordance with the schedule outlined in Section 2(a) and (b) above for the commercial buildings must be issued prior to occupancy of any townhomes in the same phase. Notwithstanding anything to the contrary set forth herein, in no event shall a developer of townhomes be denied certificates of occupancy for constructed townhomes, provided that a building permit or permits, as applicable, for the commercial buildings has been issued and vertical construction of such commercial buildings has commenced. For purposes of this section, "vertical construction" shall mean the construction of portions of the structure that are above-grade (e.g., framing)."
5. Rezoning Modification. The City agrees to take such steps as are required to immediately approve the rezoning modifications of the Property necessary and sufficient to permit the use of the Property in accordance with the concept plan set forth in **Exhibit C**, attached hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date.

OWNER:

Wasatch Bridge Primary Investments, LLC

By: Matthew Martin

Name: Matthew Martin

Its: Manager

Date: 9/11/2024

CITY:

South Weber City, Utah

By: David Larson

Name: David Larson

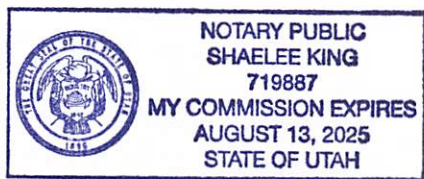
Its: City Manager


Date: 9/11/2024

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On ~~August 11~~ ^{September} 11, 2024, personally appeared before me ~~Seth Hobby~~ ^{Matthew Martin}, the Manager of the above-listed entity, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of such entity, by authority of its Operating Agreement.

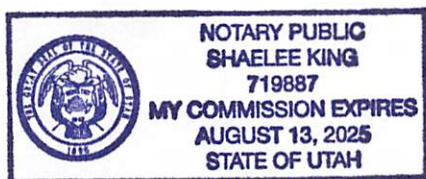



Notary Public

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On ~~August 10~~ ^{September} 10, 2024, personally appeared before me David Larson, the City Manager of the above-listed entity, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of such entity by authority of a resolution of its City Council.




Notary Public

EXHIBIT "A"
Property Description

BOUNDARY DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING S89°53'29"E 861.74 FEET FROM THE CENTER OF SAID SECTION 35; THENCE N20°47'47"E 70.49 FEET; THENCE N84°30'00"W 109.15 FEET; THENCE N82°15'00"W 102.46 FEET; THENCE S20°47'47"W 6.00 FEET TO THE NORTHERLY LINE OF ROYAL FARMS ESTATES PHASE 3; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING THREE (3) COURSES: (1) N65°50'02"W 176.78 FEET; (2) N53°09'46"W 82.36 FEET; AND (3) N52°25'32"W 101.91 FEET; THENCE N46°43'51"W 137.58 FEET TO THE NORTHERLY LINE OF CEDAR BLUFFS SUBDIVISION PHASE 2; THENCE N47°12'09"W ALONG SAID NORTHERLY LINE, 328.07 FEET; THENCE N00°09'16"E 34.93 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SOUTH WEBER DRIVE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1355.32 FEET, AN ARC LENGTH OF 423.56 FEET, A DELTA ANGLE OF 17°54'21", A CHORD BEARING OF S80°31'31"E, A RADIAL BEARING OF N18°25'39"E, AND A CHORD LENGTH OF 421.84 FEET; AND (2) S89°28'42"E 877.37 FEET; THENCE S00°06'41"W 544.02 FEET TO THE NORTHERLY LINE OF PEACHWOOD ESTATES SUBDIVISION - UNIT 1; THENCE N89°53'29"W ALONG SAID NORTHERLY LINE, 456.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 507,182 SQUARE FEET OR 11.643 ACRES MORE OR LESS

EXHIBIT B

ORIGINAL DA, AMENDED DA, & SECOND AMENDED DA

Original Development Agreement

Recorded by Davis County, Utah Recorder June 14, 2022
E 3482716 B 8030 P 1182-1197

Amended Development Agreement

Recorded by Davis County, Utah Recorder
April 17, 2024
E 3567941 B 8483 P 136-157

Second Amendment to Development Agreement

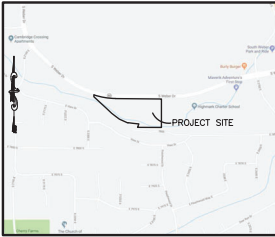
Recorded by Davis County, Utah Recorder
April 17, 2024
E 3567945 B 8483 P 207-235

EXHIBIT C

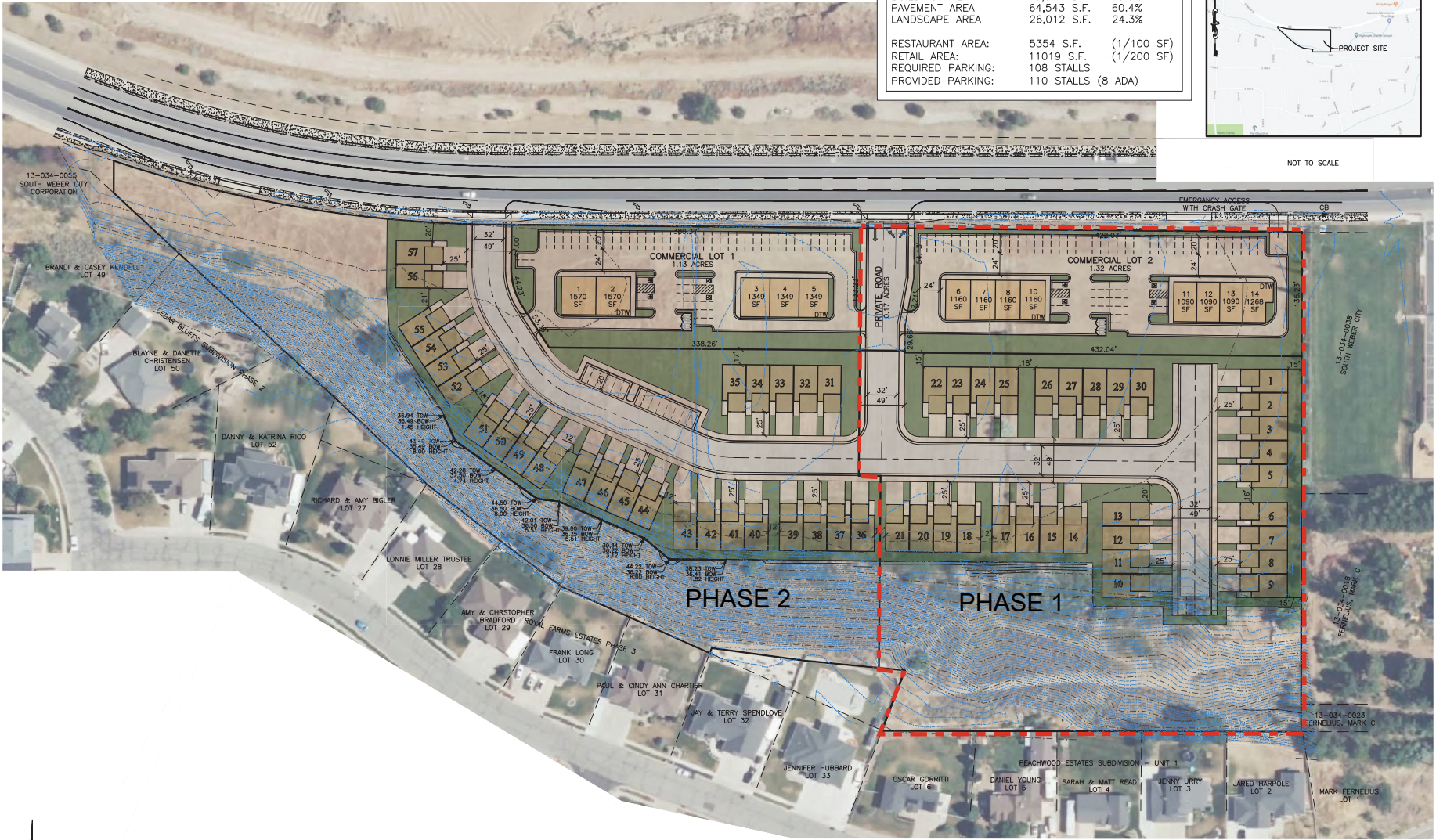
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COMMERCIAL DATA

TOTAL PARCEL AREA	106,929 S.F. (2.45 ACRES)
BUILDING AREA	16,374 S.F. 15.3%
PAVEMENT AREA	64,543 S.F. 60.4%
LANDSCAPE AREA	26,012 S.F. 24.3%
RESTAURANT AREA:	5354 S.F. (1/100 SF)
RETAIL AREA:	11019 S.F. (1/200 SF)
REQUIRED PARKING:	108 STALLS
PROVIDED PARKING:	110 STALLS (8 ADA)



NOT TO SCALE



South Weber Gateway

South Weber, Davis County, Utah

Developer:

Tri Pointe Homes Holdings Inc
Byron Prince
15 W. South Temple, Suite 600
Salt Lake City, UT. 84101
(801) 520-9155



REVISIONS	DESCRIPTION	DATE

South Weber Gateway

SOUTH WEBER, DAVIS COUNTY, UTAH

Conceptual Site Plan

Project Info:

Engineer: N. Reeve
Planner: C. Cove

Date: 5-17-24

Name: SOUTH WEBER

GATEWAY

Number: 8320-01

Sheet 1

1 Sheets

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 S. 1500 W., RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.