

RESOLUTION 25-36

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL
APPROVING A SECOND AMENDMENT FOR RIVERSIDE RV PARK
DEVELOPMENT AGREEMENT**

WHEREAS, South Weber City approved a development agreement with Riverside RV Park in June 2020; and

WHEREAS, an amendment to that agreement was approved May 11, 2021; and

WHEREAS, a second amendment is now being requested which has been reviewed and recommended by staff;

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

Section 1. Approval: The Riverside RV Park Development Agreement Second Amendment is hereby approved as attached in **Exhibit 1**.

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

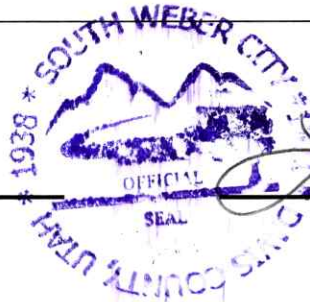
PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 10th day of December 2024.

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



Rod Westbroek, Mayor



Attest: Lisa Smith, Recorder

EXHIBIT 1

Parcel 13-018-0021

SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR RIVERSIDE RV PARK IN SOUTH WEBER CITY

This **SECOND AMENDMENT** to the Development Agreement for the Riverside RV Park in South Weber, Utah, is made and entered into as of this 10th day of December 2024, by and between F.M. WINKEL FAMILY LLC, a Utah limited liability company, having its principal business address as 3651 N 100 E #125 Provo, Utah (hereinafter referred to as "Owner") and SOUTH WEBER CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), of 1600 E South Weber Dr, South Weber UT 84405. Owner and City are heretofore individually referred to as "party" or collectively referred to as "Parties.

WHEREAS, the Parties entered into a Development Agreement for Riverside RV Park in South Weber City dated June 9, 2020 providing for the development of a Recreational Vehicle Park within South Weber; and

WHEREAS, the first amendment of that agreement involving landscape and fencing changes was approved May 11, 2021; and

WHEREAS, the Owner has requested a change to the language regarding length of stay;

NOW, THEREFORE, the parties agree as follows:

Section 1. Amendment. Section 15.1 of the original Development Agreement is hereby amended to read in its entirety as follows:

15.1 Patrons. Developer shall not permit patrons to stay at the RV Park for more than one hundred twenty (120) consecutive days (the "Maximum Stay Period") in a calendar year through April 30, 2026.

Section 2. Other Terms. The other terms and provisions of the Development Agreement shall remain in full force and effect without amendment.

In Witness Whereof, the City and Owner have caused this Agreement to be duly executed on or as of the day and year first written above.

"Owner" **F.M. WINKEL FAMILY LLC**

By _____ Title _____

Witness the hand of said grantor, this ___ day of _____, 2024

F.M. Winkel Family LLC

STATE OF UTAH)
 §
COUNTY OF DAVIS)

On this ___ day of _____, 2024 personally appeared before me _____ the signer of the foregoing instrument, who duly acknowledged that he is the _____ of F.M. Winkel Family LLC and an authorized representative.

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

Notary _____ Seal

"City" **South Weber City**

By City Manager David Larson _____

STATE OF UTAH)
 §
COUNTY OF DAVIS)

Subscribed and sworn to before me on the 10th day of December 2024 by David Larson. WITNESS my hand and official seal the day and year in this certificate first above written.

Notary _____ Seal

