

ADDENDUM

COOPERS LANDING DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

Between

South Weber City

and

Turner Price Enterprises LLC

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

DEVELOPMENT AGREEMENT
Coopers Landing Flex Space Development

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between South Weber City, Utah ("City") and Turner Price Enterprises LLC, ("Developer"), known together herein as the "Parties."

RECITALS

WHEREAS, The Developer desires and intends to develop a Highway Commercial Flex Space Development (the "Project") located at 475 E 6525 S South Weber Utah containing approximately 2.20 Acre; and

WHEREAS, The Developer Removal of Existing Home (475 E 6525 S). Developer shall obtain all required permits to remove the existing home and any outbuildings and clear the parcel for construction of the Development. Developer shall ensure removal and proper disposal of all materials from the site and shall follow all applicable laws and regulations; and

WHEREAS, The Developer's objective is to develop a Commercial Project that complements the character of the community and is financially successful; and

WHEREAS, The City's objective is to only approve development that support and advances the health, safety, and welfare of the community, as generally described in the general plan and as otherwise determined appropriate by the City Council; and

WHEREAS, The general plan advocates, and the City Council hereby further affirm, that new development concepts in the area resulting from a rezone should not only compensate for its impacts on the character of the community and the existing residents, it should also enhance and benefit the existing and future community using smart growth principles as specified in the plan; and

WHEREAS, The Project is currently zoned A-2 and Developer desires to rezone the Project to the C-H Highway Commercial zone incorporating the Flex Code Zoning Ordinance 2024-27 as consistent with the terms and provisions contained herein; and

WHEREAS, The Project will be located on land referred to herein as the "Project Site". The Project Site is as more specifically described in **Attachment A**: Project Area Legal Description and illustrated in **Attachment B**: Project Area Graphic Representation. A concept plan showing the general location and layout of the Project is contained in **Attachment C**: Concept Plan

NOW, THEREFORE, in consideration of the recitals (which are incorporated into the Agreement by this reference) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Effective Date, Expiration, Termination.

1.1. **Effective Date.** The Effective Date of this Agreement is the latter of:

1.1.1. The last date upon which it is signed by any of the Parties hereto;

1.1.2. The recordation of this Agreement; or

1.1.3. The recordation of the rezone ordinance to which this Agreement is associated and inextricably linked.

1.2. **Termination.** This Agreement may be terminated by mutual written agreement of the Parties to this Agreement. This Agreement automatically terminates, without notice, in the following circumstances:

1.2.1. The term of this Agreement expires and is not extended as provided above;

1.2.2. The Project is abandoned or the use is discontinued, as provided for by South Weber City Code; or

1.2.3. The Developer defaults on any provision of this Agreement and the default is not resolved as specified in Section 11 of this Agreement.

2. Definitions and Interpretation.

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; Words not defined herein shall have the same meaning as provided by the Code. When consistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall apply to all genders whenever the context requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision

2.1. **Agreement.** "Agreement" means this Development Agreement between the City and Developer, approved by the City Council, and executed by the undersigned.

2.2. **Code.** "Code" means the South Weber City Code.

2.3. **County.** "County" means Davis County, Utah.

2.4. **Developer.** "Developer" means Turner Price Enterprises LLC or its Assignees or Successors as provided in Section 11 of this Agreement.

2.5. **Effective Date.** "Effective Date" has the meaning set forth in Section 1 of this Agreement.

2.6. **Force Majeure Event.** "Force Majeure Event" means any event beyond the reasonable control of the affected Party that directly prevents or delays the performance by such Party of any obligation arising under this Agreement, including an event that is within one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; pandemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to the

Project caused by third Parties; riot or similar civil disturbance or commotion; material or supply delay; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of governmental or judicial authority.

- 2.7. **Parties.** "Parties" means the Developer and the City.
- 2.8. **Project.** "Project" means the development of a subdivision on the Project Site pursuant to this Agreement and the City Code.
- 2.9. **Project Site.** "Project Site" means the land area on which the Project will be sited, as more specifically described in Attachment A: Project Area Legal Description and Attachment B: Project Area Graphic Depiction.
- 2.10. **Routine and Uncontested.** "Routine and Uncontested" means simple and germane to the Project or Project Site, having very little chance of effect on the character of the area, and not anticipated to generate concern from the public.
- 2.11. **Substantial Completion.** "Substantial Completion" means the Project is constructed, installed, and valid approval is obtained from the city.
- 2.12. **Transferee.** A party to which the Project is transferred or assigned in part or in whole. "Assignee" shall also mean the same.

3. **Conflicting Provisions**

Development of the Project shall be in accordance with the City Ordinances in effect as of the Effective Date, and this Agreement and its Attachments. In the event of a conflict between the City's Ordinances and this Agreement, the more specific provisions of this Agreement and its Attachments shall control. In the event of a conflict between the Attachments of this Agreement and the main body of this Agreement, the main body shall control.

4. **Project Description.**

A Highway Commercial Flex Use Development containing 3 structures with no more than 15 separate units including Accessory Dwelling Units permitted use that complies with city code 10-5H-4 and Flex Code Zoning Ordinance 2024-27 with improvements as set forth herein or the Code.

Structure 1- approximately 7,776 sq ft containing up to six individual 1,296 sq ft units

Structure 2- approximately 7,776 sq ft containing up to six individual 1,296 sq ft units

Structure 3- approximately 5,265 sq ft containing up to three individual 1,755 sq ft units

5. **Project Location and Illustration.**

The Project is the area as described in **Attachment A**, and illustrated in **Attachment B**.

6. **Vested Rights and Reserved Legislative Powers.**

- 6.1. **Vested Rights.** Developer shall have the vested right to develop and construct the Project on the Property in accordance with the City's C-H Highway Commercial and Flex Code Ordinance development standards, and other matters specifically addressed in this Agreement, subject to compliance with the terms and conditions of this Agreement and other applicable City Laws in effect as of the Effective Date. The Parties intend that the rights granted to the Developer under

this Agreement are contractual and those rights that exist under statute, common law, and at equity.

6.2. Exceptions to Vesting. The Parties understand and agree that the Project will be required to comply with future changes to City Laws that do not limit or interfere with the vested rights granted pursuant to the terms of the Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the City that would be applicable to the Project:

6.2.1. Future laws that Developer agrees in writing to the application thereof to the Project;

6.2.2. Future laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulation affecting the Project;

6.2.3. Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AASHTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety, or welfare;

6.2.4. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated;

6.2.5. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law; and

6.2.6. Impact Fees or modifications thereto which are lawfully adopted, imposed, and collected.

6.3. Reserved Legislative Powers. Developer acknowledges that the City is restricted in its authority to limit its police powers by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under its police powers, any such legislation shall only be applied to modify the vested rights of Developer as referenced herein under the terms of this Agreement based upon policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as codified in Utah Code 17-27a-508. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the areas of the City; and unless in good faith the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

7. Development Standards.

7.1. Street Improvements. A commercial drive approach will be constructed for access to the project. There will be an access from 475 East and Old Maple Road.

7.1.1.1. Construction Drawings to Include Landscaping. The final site plan application shall provide a detailed landscape plan that, at a minimum,

shows landscaping materials proposed to be used, the proposed location, species, including the measurements of each tree's mature crown, and the method of vegetation irrigation.

- 7.2. **Outdoor Lighting.** Developer agrees that all outdoor lighting within the Project will be governed by the City's Outdoor Lighting ordinance Code.

8. **Amendments and Revisions.**

This Agreement may be amended by mutual agreement of the Parties only if the amendment is in writing and approved and signed by Developer and City (an "Amendment"). The following sections specify what Project changes can be undertaken without the need for amendment of the Development Agreement, and what changes require Amendment to this Agreement.

- 8.1. **Project Facility Repair, Maintenance and Replacement.** Developer shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement without amending the Agreement.
- 8.2. **Authorized Changes, Enlargements, or Alterations.** As set forth below, City staff may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project in their respective administrative capacities. The following types of Changes are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.
- 8.2.1. **Changes Necessary to Comply with Other Laws.** Any resulting changes as a consequence of obtaining or complying with a federal, state, or local permit or approval; provided that the changes are Routine and Uncontested and the application thereof does not materially affect the City's original intent, findings, or conditions on the Project in a manner that would have likely resulted in a different decision on this Agreement, as determined by the Planning Director.
- 8.2.2. **Landscaping Changes.** Any changes to this Agreement's landscaping designs, guidelines, standards, plantings, materials and installation of the same anywhere in the project.
- 8.2.3. **De Minimis Changes.** Other de Minimis changes requested by the Developer, which are reasonably consistent with the intent of this agreement and the R1-15 Zone, and are Routine and Uncontested.

9. **General Provisions.**

- 9.1. **Assignability.** The rights and responsibilities of the Developer under this Agreement may be assigned as provided herein.
- 9.1.1. **Total Assignment of Project and Project Site.** The Developer, as the landowner of the Project Site at the time of the execution of this Agreement, may sell, convey, reassign, or transfer the entire Project Site or entire Project to another entity at any time.
- 9.2. **Binding Effect.** This Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Project Site, or any interest therein,

whether by sale, operation of law, devise, or in any manner whatsoever.

- 9.3. **Utah Law.** This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.
- 9.4. **Authority.** Each Party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.
- 9.5. **Duty to Act Reasonably and in Good Faith.** Unless otherwise expressly provided, each Party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement.
- 9.6. **Communication and Coordination.** The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.
- 9.7. **Force Majeure Event.** City agrees to offer a reasonable period for Developer to cure the effect of the event given the extent of the effect on the Project and the Developer's ability to redress the effect as mutually determined by Developer. If mutual determination cannot be reached, the Developer may employ a third party to make a determination. The City shall have the right to reject any third party selected if it determines that the select third party does not possess the necessary expertise in the specific effect of the event.
- 9.8. **Incorporation of Recitals and Introductory Paragraph.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
- 9.9. **Subjection and Subordination.** Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments hereof. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to Developer or the City
- 9.10. **Severability.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.
- 9.11. **Other Necessary Acts.** Each of the Parties shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.
- 9.12. **No Third Party Beneficiaries.** All bonds, including but not limited to performance, warranty, and maintenance bonds, and related agreements are between the City, Developer (or contractor if applicable), and financial institution. No other party shall be deemed a third-party beneficiary or have any rights under this subsection or any bond or agreement entered into pertaining to

bonds. Any other person or entity, including but not limited to owners of individual units or lots, shall have no right to bring any action under any bond or agreement as a third-party beneficiary or otherwise.

10. Notices.

- 10.1. Written Notice.** Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by facsimile transmission or email.
- 10.2. Addresses.** Notices shall be given to the Parties at their addresses set forth as follows in this section.
- 10.3. Notice Effect.** Notice by hand delivery shall be effective upon receipt. If deposited in the mail, notice shall be deemed delivered forty-eight (48) hours after deposited. Any Party at any time by Notice to the other Party may designate a different address or person to which such notice or communication shall be given.

If to the City:

South Weber City
Attn:City Manager
1600 East South Weber Drive
South Weber Ut 84405

If to Developer:

Turner Price Enterprises
Attn:Shane Turner
3756 W 1800 N
West Point Ut 84015

11. Default and Remedies.

- 11.1. Failure to Perform Period.** No Party shall be in default under this Agreement unless it has failed to perform as required under this Agreement for a period of thirty (30) days after written notice of default from the other Party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure of the alleged default.
- 11.2. Remedies.** The Developer's failure to comply with this agreement constitutes a violation of the Land Use Code of South Weber City, and is subject to the enforcement provisions and remedies thereof. In addition, the City may withhold any permits from the Project.
- 11.3. Dispute Resolution Process.**
 - 11.3.1. Conference.** In the event of any dispute relating to this Agreement, the Parties, upon

the request of either Party, shall meet within seven (7) calendar days to confer and seek to resolve the dispute ("Conference"). The Conference shall be attended by the following parties: (a) the City shall send department director(s) and City employees and contractors with information relating to the dispute, and (b) Developer shall send Developer's representative and any consultant(s) with technical information or expertise related to the dispute. The Parties shall, in good faith, endeavor to resolve their disputes through the Conference.

11.3.2. Mediation. If this Conference process does not resolve the dispute within the 7-day Conference period, the Parties shall in good faith submit the matter to mediation. The Parties shall send the same types of representatives to mediation as specified for the "Conference" process. Additionally, the Parties shall have representatives present at the mediation with full authority to make a settlement within the range of terms being discussed, should settlement be deemed prudent. The mediation shall take place within forty-five (45) days of the Parties submitting the dispute to mediation. If the dispute is not able to be resolved through the mediation process in the 45-day period, the Parties may pursue their legal remedies in accordance with Utah and local law.

12. Entire Agreement.

This Agreement, together with all Attachments hereto, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement is specifically intended by the Parties to supersede all prior agreements between them or recorded to the property, whether written or oral.

13. Covenants Running with the Land

The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots, as opposed to Subdivided plats or Parcels, in the Project shall (1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; and (2) have no right to bring any action under this Agreement as a third-party beneficiary or otherwise

14. Counterparts.

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile or by e-mail shall be deemed originally signed copies of this Agreement.

IN WITNESS HEREOF, the Parties hereto, having been duly authorized, have executed this Agreement.

(Signatures on following pages)

SIGNATURES

**“Developer”
Turner Price Enterprises LLC**

By: _____

DATE: _____

ATTEST: _____

**“City”
South Weber City, a body corporate and politic of the State of Utah**

By: _____

DATE: _____

ATTEST: _____

“Developer”

Turner Price Enterprises LLC

By: _____

Print Name: _____

Title: _____

DATE: _____

Developer Acknowledgment

State of Utah)
)ss.

County of)

On the ____ day of _____, 20__, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, a limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company by authority of its members or its articles of organization; and said person acknowledged to me that said limited liability company executed the same.

My Commission Expires:

Notary Public, residing in

“City”

South Weber City

By: _____

Print Name: _____

Title: _____

DATE: _____

City Acknowledgment

State of Utah)
)ss.

County of)

On the _____ day of _____, 20__, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, a limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company by authority of its members or its articles of organization; and said person acknowledged to me that said limited liability company executed the same.

My Commission Expires:

Notary Public, residing in

Attachment B

Project Area Graphic Depiction



Cooper's Landing
 South Weber City District 35, Utah

THIS PLAN AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC. NO PART OF THIS PLAN OR SPECIFICATIONS MAY BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF REEVE & ASSOCIATES, INC. REEVE & ASSOCIATES, INC. ACCEPTS NO LIABILITY FOR ANY DAMAGES OR LOSSES, INCLUDING LOSS OF PROFITS, ARISING FROM THE USE OF THIS PLAN OR SPECIFICATIONS.

Developer
 Stone Lumber
 2278 East 800 N
 Ogden, UT 84405
 (411) 668-4075

Sheet	1
Of	1
Project No.	2008-0001
Project Name	Cooper's Landing
Date	02/27/2008
City	South Weber
County	Wasatch
Project Manager	John R. Anderson
City Engineer	802-26

Cooper's Landing
 PART OF THE SE 1/4 OF SECTION 36, T40N, R10W, E15E A U.S. SURVEY
 WASHINGTON COUNTY, UTAH

Property Exhibit

NO.	REVISIONS	DATE
1	ISSUE FOR PERMITS	02/27/08

Reeve & Associates, Inc.
 1000 S. 1200 WEST, SUITE 100
 OGDEN, UT 84405
 (411) 668-4075
 FAX (411) 668-4075
 WWW.REEVE-ASSOCIATES.COM

Attachment C
Concept Plan



Design Specs.	
Total Area	2.22 ac.
Open Space	1.38 ac. (62.0%)
Total Units Proposed	15 Units (6.7/ac)
Parking Stalls	42 (2.8/units)
18,438 s.f. of Flex-Space	

Cooper's Landing

South Weber City, Davis County, Utah

Developer
Shane Turner
3756 W 1800 N
West Point, UT. 84015
(801) 668-6026



DATE	REVISIONS	DESCRIPTION

Cooper's Landing
PART OF THE SE 1/4 OF SECTION 20 T35N, R 10E, S14E & N, US SURVEY
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

Flex-Space Concept

Project Info.
Engineer: J. Cove
Project: COOPER'S LANDING
Date: 7/30/2024
Number: 5102-02

Sheet	1
1	Sheets

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5180 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.