

# Willard City Corporation

80 West 50 South  
Box 593



Willard, Utah 84340  
(435)734-9881

## NOTICE

Notice is hereby given that the Subdivision Land Use Authority (SLUA) of the Willard City Corporation will hold a special meeting at Willard City Hall, 80 West 50 South, on Thursday, November 2, 2023. Said meeting shall start at 2:00 p.m.

Agenda is as follows:

**1. Call to order:**

**2. Business:**

- a. Consideration of a concept plan for the Residence at The Orchard Subdivision located at approximately 8400 South Highway 89 (Parcel Nos. 01-045-0118, 01-045-0015, 01-045-0132, and 01-045-0016)
- b. Consideration and approval of October 5, 2023, minutes

**3. Adjourn**

### **SLUA Meetings: Held as needed based on applications.**

I, the undersigned duly appointed and acting Deputy City Recorder for Willard City Corporation, hereby certify that a copy of the foregoing notice was posted at the Willard City Hall, on the State of Utah Public Meeting Notice website <https://www.utah.gov/pmn/index.html>, on the Willard City website [www.willardcity.com](http://www.willardcity.com), and sent to the Box Elder News Journal this 27<sup>th</sup> day of October, 2023.

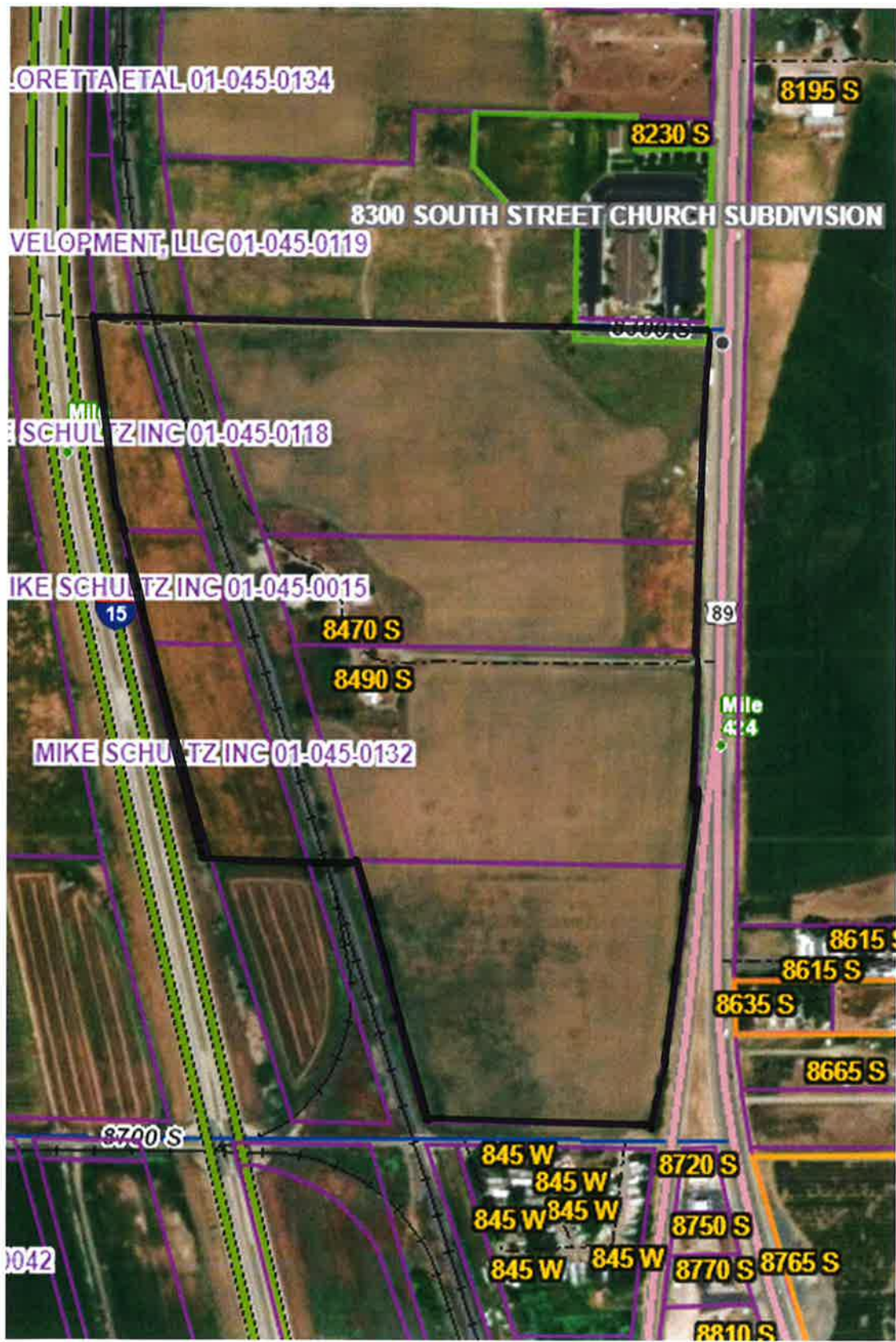
*/s/ Michelle Drago*

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Deputy City Recorder

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS - In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City Office at 80 West 50 South, Willard, Utah 84340, phone number (435) 734-9881, at least three working days prior to the meeting.





↑  
NORTH



**LEGEND**

LOT 1-100  
 LOT 101-200  
 LOT 201-300  
 LOT 301-400  
 LOT 401-500  
 LOT 501-600  
 LOT 601-700  
 LOT 701-800  
 LOT 801-900  
 LOT 901-1000

**NOTE: IMPROVEMENT TABLE**

TYPE	AREA
LOT 1-100	1.0000 AC
LOT 101-200	1.0000 AC
LOT 201-300	1.0000 AC
LOT 301-400	1.0000 AC
LOT 401-500	1.0000 AC
LOT 501-600	1.0000 AC
LOT 601-700	1.0000 AC
LOT 701-800	1.0000 AC
LOT 801-900	1.0000 AC
LOT 901-1000	1.0000 AC

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LOT 601-700	1.0000 AC
LOT 701-800	1.0000 AC
LOT 801-900	1.0000 AC
LOT 901-1000	1.0000 AC

**RESIDENCE AT THE ORCHARD**

600 SOUTH 200 WEST  
 WILLARD, UTAH

**10F1**

**CONCEPT EXHIBIT**

**LEGEND**

LOT 1-100  
 LOT 101-200  
 LOT 201-300  
 LOT 301-400  
 LOT 401-500  
 LOT 501-600  
 LOT 601-700  
 LOT 701-800  
 LOT 801-900  
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LOT 901-1000	1.0000 AC

**ENSIGN**  
 THE FINANCIAL ENGINEERING

**LAYTON**  
 573 South 400 West  
 Layton, UT 84041  
 Phone: 801.567.1100

**SALT LAKE CITY**  
 Phone: 801.253.3535

**TOOELE**  
 Phone: 435.863.3535

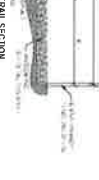
**CEAR CITY**  
 Phone: 435.863.3535

**RICHFIELD**  
 Phone: 435.863.3535

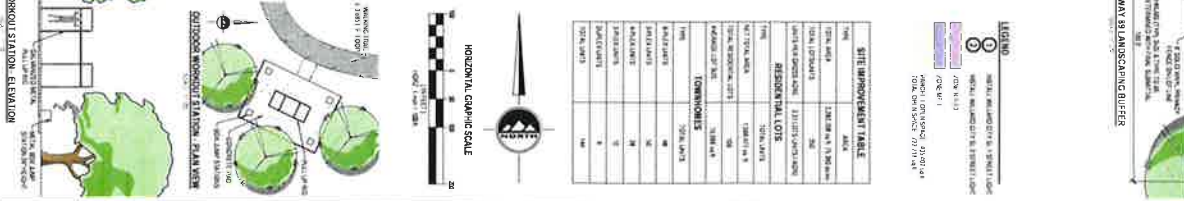
**WWW.ENSIGNENR.COM**

**DATE: 08/11/2015**  
 TIME: 10:00 AM  
 PROJECT: 10F1  
 SHEET: 10F1

**81**  
 THE SITE PLAN  
 IS A PRELIMINARY  
 DESIGN AND IS NOT  
 A FINAL DESIGN.  
 IT IS SUBJECT TO  
 APPROVAL BY THE  
 CITY ENGINEER.



**ENSIGN**  
 THE ENGINEERING  
 FIRM  
 LAYTON  
 810 SOUTH 200 WEST  
 SALT LAKE CITY  
 UTAH 84143  
 PHONE: 801.557.7100  
 FAX: 801.557.7101  
 WWW.ENSIGNENGINEERING.COM



**RESIDENCE AT THE ORCHARD**  
 600 SOUTH 200 WEST  
 WILLARD, UTAH

**CONCEPT PLAN**  
 10F1

## PRE- ANNEXATION AND DEVELOPMENT AGREEMENT

THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (this "*Agreement*") is entered into as of \_\_\_\_\_, 2023 (the "*Effective Date*"), by and between WILLARD CITY, a political subdivision of the State of Utah (the "*City*") and MIKE SCHULTZ, INC., a Utah corporation ("*Developer*"). The City and Developer may be referred to individually as a "*Party*" and collectively as the "*Parties*."

A. Developer owns and is developing that certain real property as more particularly described on *Exhibit A* attached hereto (the "*Property*"), which Property is currently located in the City.

B. Developer has petitioned to annex the Property into the City. After the execution of this Agreement, the Property will be annexed into the City ("*Annexation*") and after the Annexation is completed, the Property will be both subject to and benefitted by this Agreement and Willard City's Land Use Ordinances ("*Land Use Code*").

C. The Property will be annexed into the City in the Master Planned Community ("*MPC Zone*"), as governed by Chapter 12-106 of the Land Use Code. In connection with the rezone, the Parties desire to create two sub-districts within the MPC Zone. District R-1-13 will primarily contain single-family detached residential development as depicted in pink on the concept plan attached hereto as *Exhibit B* (the "*Master Plan*"). District MF-1 will primarily contain attached, higher-density residential development as depicted in purple on the Master Plan. District R-1-13 and District MF-1 are collectively referred to herein as the "*Sub-Districts*". In connection with the approval of the Annexation and this Agreement the City has enacted a zoning map amendment to reflect the MPC Zone applied to the Property ("*Zoning Map Amendment*")

D. The MPC Zone requires the submission of a development-Preliminary Site Plan plan, a zone description for each sub-district, and a development agreement, all of which set forth the standards and regulations that guide development in the MPC Zone.

E. Developer desires to develop the Property in accordance with the Land Use Code, Master Plan, and this Agreement.

F. The City and Developer recognize that the development of the Project may result in tangible benefits to the City through the stimulation of development in the City, including a possible increase of the City's tax base and the development of amenities that may enhance further economic development efforts in the vicinity of the Property, and the Parties are therefore willing to enter into this Agreement, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

1. *Recitals; Definitions.*

1.1 Recitals. The Recitals set forth above are incorporated herein by this reference.

1.2 Defined Terms. Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized has the meaning given to it by this Agreement. Certain terms and phrases are referenced below; others are defined where they appear in the text of this Agreement, including the Exhibits. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Land Use Code.

1.2.1 "ADUs" means a Dwelling Unit located on a lot that is subordinate to and either attached or detached from the primary Dwelling Unit located thereon.

1.2.2 "Agreement" means this Agreement including all of its exhibits.

1.2.3 "Amenity" means an individual Private Amenity or Public Amenity.

1.2.4 "Amenities" means collectively the Private Amenities and Public Amenities identified on the Master Plan.

1.2.5 "Applicable Law" has the meaning set forth in Subsection 13.1.

1.2.6 "City" means Willard City, and includes, unless otherwise provided, any and all of the City's agencies, departments, officials, employees or agents.

1.2.7 "City Code" means the Willard City Code, including the Land Use Code, in effect as of the Effective Date.

1.2.8 "City Council" means the city council of ~~Willard~~the City.

1.2.9 "Dwelling Units" means a structure or portion thereof designed and capable of daily residential occupancy.

1.2.10 "Effective Date" means the date set forth in the Preamble of this Agreement.

1.2.11 "Final Plat" means the recordable map or other geographical graphical representation of land prepared in accordance with Utah Code § 10-9a-603, or any successor provision, and approved by the City, effectuating a subdivision of any portion of the Project.

1.2.12 "Future Law" means the laws, ordinances, policies, standards, guidelines, directives, procedures and processing fee schedules of the City which may or may not apply to the Project as provided in Section 4.2 below.

1.2.13 "Land Use Code" means the City's land use ordinances in effect as of the Effective Date and described above in Recital B.

1.2.14 "Landscaping Plan" means the landscaping plan for the Project attached hereto as *Exhibit C*.

1.2.15 "Lender" means one or more financial institutions or entities that loan money to Developer to enable Developer to develop the Project.

1.2.16 "Maximum Density" means the two hundred fifty (250) Dwelling Units that Developer may construct as part of the Project.

1.2.17 "Non-Residential Development" means development within the Project except for the Dwelling Units, and includes, without limitation, the Amenities and Open Space.

1.2.18 "Open Space" ~~has the same meaning as City Code Chapter 12-106-3 and includes~~ means areas within the Project ~~that include~~consisting of natural areas, recreation and activity areas (including both active and passive areas), parks, pavilions, Amenities, trails, or other areas not dedicated as roads and not included within lots for private ownership.

1.2.19 "Preliminary Plat" means the preliminary map or other geographical graphical representation of land prepared in accordance with Section ~~24.80.040.C.4~~ of the City Code.

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1.2.20 "Private Amenities" means any Amenity owned or managed by a private entity and not considered a Public Amenity as are more particularly described in Subsection 7.5.1 below.

1.2.21 "Project" means the development to be constructed by Developer on the Property as conceptually depicted on the Master Plan.

1.2.22 "Public Amenities" means any Amenity that will be dedicated by Developer to the City (or other governmental entity) or that are owned or managed by a private entity but are open to public use and are more particularly described in Subsection 7.5.2 below.

1.2.23 "Public Roads" means the public roads and rights of way depicted on the Master Plan located in the Project.

1.2.24 "Sub-Districts" means collectively the District R-1-13 and District MF-1 as depicted in *Exhibit B*.

1.2.25 "System Improvement" means an improvement that is designed to serve areas within the community at large and which may serve the Project as a part of the community at large.

1.2.26 "Term" has the meaning set forth in Subsection 13.2 below.

1.2.27 "Trail Parking Area" means the approximately .675 acre parking lot and open space located immediately north of Lot 104 as identified on the Master Plan

2. *Conditions Precedent.* The Parties enter this Agreement in anticipation of the satisfaction of certain conditions precedent, which if not satisfied, will frustrate the purposes of this Agreement. Developer's obligations under this Agreement are expressly contingent upon the following (collectively, "*Conditions Precedent*");

2.1 The City Council enacts, and the Mayor acknowledges, an ordinance approving the Annexation.

2.2 The City Council enacts, and the Mayor acknowledges, an ordinance approving the Zoning Map Amendment.

2.3 The City Council approves, and the Mayor acknowledges and executes, this Agreement, as required by the MPC Zone.

If any of the Conditions Precedent are not satisfied within sixty (60) days of the Effective Date ("*Conditions Precedent Deadline*"), this Agreement shall be rendered null and void upon written notice by Developer delivered no later than ~~thirtysixty~~ (30) days after the Conditions Precedent Deadline and upon delivery of such written notice none of the Parties shall have any further obligation to the other arising out of this Agreement. The Parties recognize that the Conditions Precedent identified in this Section will be satisfied contemporaneously with or prior to the execution of this Agreement, but such Conditions Precedent have been identified herein for purposes of setting forth the intent of the Parties.

3. *Governing Standards.* This Agreement, the MPC Zone, the Land Use Code, and all applicable state and federal statutes, rules, and regulations establish the development rights for the Project, including the approved uses, Maximum Density, and general configuration for the Project.

4. *Vested Rights and Legislative Powers.*

4.1 Vested Rights. As of the Effective Date, Developer has the vested right to proceed with the development of the Property in accordance with this Agreement, including the Master Plan. This Agreement memorializes Developer's rights to develop the Project in fulfillment of this Agreement and Applicable Law. Specifically, Developer is vested with the right to: (i) to develop and construct the Project in accordance with Applicable Law; (ii) develop the Project consistent with the Maximum Density; (iii) develop Non-Residential Development as allowed by Applicable Law; (iv) connect to existing public roads and infrastructure as depicted on the Master Plan; and (v) connect to existing public infrastructure, upon the payment of generally applicable fees. The Parties intend that the rights granted to Developer under this Agreement are the contractual rights and also those rights that exist under the Applicable Law. The Parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann., §10-9a-509.

4.2 Applicable Law. The City's Future Laws with respect to the Project or the Property shall not apply except as follows:

4.2.1 Developer Agreement. Future Laws that Developer agrees in writing to the application thereof;

4.2.2 Compliance with State and Federal Laws. Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project and do not effect a taking of the right to develop the uses in the densities described in this Agreement;

4.2.3 Safety Code Updates. 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, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare, and that do not require ~~substantial~~the revision or reconfiguration of the road areas depicted on the Master Plan;

4.2.4 Taxes. 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;

4.2.5 Fees. Changes to the amounts of fees for the processing of land use 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

4.2.6 Impact Fees. Impact fees or modifications thereto which are lawfully adopted, imposed and collected on all areas of the City.

## 5. *Future Approvals and Building Permits.*

5.1 Final Project Plans. Developer shall prepare and submit to the City ~~for review and approval,~~ one or more Preliminary Site Plan, Preliminary Plat(s) and Final Plat(s) and all other documentation required by the Land Use Code to lawfully ~~subdivide develop~~ the Property in accordance with ~~Chapter 24.80 of the Land Use Code and the City's Master Planned Community Zone ordinance.~~ Provided that any Preliminary Plat or Final Plat submitted by Developer is substantially similar to the Master Plan and the Preliminary Site Plan, the City shall approve all Preliminary Plat(s) and Final Plat(s). A Preliminary Plat or Final Plat is substantially similar to the Master Plan and Preliminary Site Plan if the same does not: i) cause the Project to exceed the Maximum Residential Density; ii) introduce new uses not identified on the Master Plan; iii) omit any amenities or ~~materially~~ reduce the overall Open Space of the Project; or iv) fail to meet the requirements for a Preliminary Site Plan Preliminary Plat application under Section 24.80.040 ~~of under~~ the Land Use Code or for a Final Plat application under Section 24.80.050 of the Land Use Code.

5.2 Building Permits. For each phase of the Project, Developer shall provide all ~~Developer shall provide all~~ documents and information required by the Land Use Code and by the City's departments for the issuance of a building permit by the City. Prior to the issuance of building permits for homes or other vertical construction, Developer shall also provide evidence that all individual lots within the final plat for each phase of the Project have been staked by a licensed surveyor, the public water lines, secondary water lines and stubs to each lot, charged fire

hydrants, sanitary sewer lines and stubs to each lot, installation of fiber optic conduit (by Developer or the applicable provider), street lights and public streets (including all weather access, curb, gutter, and pavement wit at least the base course completed), certifying such structures have been completed and accepted by the City. The City shall issue to Developer a building permit for any Project improvements no later than four (4) weeks after the date on which the Developer provides all applicable documents, and information, and evidence of the foregoing.

5.3 Certificate of Occupancy. No Certificates of Occupancy shall be issued by the City for any structure within the applicable phase of the Project until water, sewer, and gas lines to the structure are installed and functional, street signs are installed, and all electric lines are installed and functional. The City shall promptly issue a certificate of occupancy to Developer for each Dwelling Unit provided that all conditions for issuance of a certificate of occupancy set forth in the Land Use Code are satisfied.

6. *Zoning and Use.*

6.1 Development and Use. Developer shall develop the Property in a manner consistent with the Master Plan provided that such development does not exceed the Maximum Residential Density. Developer may develop the Project in one or more phases. The uses permitted in the Sub-Districts are set forth on the attached *Exhibit D*.

6.2 Architectural Standards. Developer shall ensure that the construction and development of the Project meets the following standards:

6.2.1 The Dwelling Units in District MF-1 will have a similar elevation design to the dwelling units depicted on the attached *Exhibit E*, and elevation designs may vary throughout District MF-1.

6.2.2 The Dwelling Units in District MF-1 must include windows on the exterior side walls of the end units to enhance the architectural integrity of such units.

6.2.3 All Dwelling Units, buildings, and ADUs must be constructed with quality building materials and the exterior of such units must include brick, stone, stucco, fiber cement board, or other materials of similar quality. Vinyl siding may not be used for any Dwelling Units, buildings, and ADUs within the Project.

6.2.4 Fencing within the Project must be constructed of vinyl, chain link, composite materials, or other materials of similar quality. Wood fences are not permitted within the Project. Black vinyl coated chain link fences shall be installed along the 6' wide trails that bisect the lots in District R-1-13, and along the 10' wide trail between Lots 94 and 95.

6.3 ADUs. 10% of all buildable lots in District R-1-13 must contain an ADU, which must be constructed concurrently with the primary dwelling unit constructed on said lot. Developer shall designate which lots within District R-1-13 are required to contain an ADU at the time of platting, and those lots will be deed restricted to ensure that such lots comply with this Section 6.3. The construction of any ADU's shall comply with the City's Land Use Code.

7. *Developer Obligations.*

7.1 Construction Standards. Developer shall develop the Project in accordance with the City Code, and the City's rules, regulations and development standards. Developer shall provide the City with copies of "as built" drawings of the Utilities (defined below) and Transportation Improvements (defined below).

7.2 Utility Improvements. Developer shall be responsible for constructing and installing the culinary water, secondary water, sewer, stormwater detention basin, and storm drain distributions lines within the Project that are necessary to connect to existing public infrastructure (collectively, the "*Utilities*"). Developer shall pay for the construction and installation of all Utilities necessary for the Project. Developer shall be responsible for complying with all applicable City, state, and federal laws, regulations, and rules with respect to the Utilities. The City agrees to use reasonable efforts to assist Developer in the procurement and installation of Utilities for the Project. Upon completion of the Utilities, Developer and Owner shall dedicate the Utilities to the applicable governmental authority or service provider.

7.3 Road Improvements. Developer shall also construct all streets, curbs, gutters, sidewalks, streetlights, and trails (collectively, "*Transportation Improvements*") within the Project in accordance with the City Code and the City's roadway standards in effect as of the Effective Date. Developer and Owner shall dedicate the Transportation Improvements along with the 8300 South Roadway (defined below) to the City. The Master Plan contemplates the extension of the 8300 South Roadway from Utah State Highway-89 to the Trail Parking Area ("*8300 South Roadway*"), a portion of which is located on the Property and a segment of which on the north side is located on property owned by Box Elder School District (the "*District Property*"). In improving the full width of 8300 South Roadway, Developer shall pursue one of the following two options by the time Developer is seeking Final Plat approval for the lots on the north side of the Property, adjoining 8300 South Roadway:

7.3.1 The construction of the Transportation Improvements on the full width of 8300 South Roadway as depicted on the Master Plan if the owner of the District Property will dedicate the necessary right of way area and enter into a reimbursement agreement for its one-half share of the Transportation Improvements for 8300 South Roadway; or

7.3.2 If the option described in Section 7.3.1 is not available, Developer shall construct half the width of 8300 South and the City shall cause the owner of the District Property to construct the remaining half-width in advance of the owner of the District Property obtaining development approvals.

7.4 Warranty of Improvements. Developer shall warrant the materials and workmanship of all Utilities and Transportation Improvements installed within the Project for a period of twelve (12) months from and after the date of final inspection and approval by the City of the public improvements.

7.5 Open Space. The Project will include Open Space and Amenities as shown on the Master Plan. All Open Space within the Project that is not dedicated to the City (or other

governmental authority) shall be owned and maintained by the Developer or a homeowner's association (the "HOA").

7.5.1 **Private Amenities.** The Private Amenities for the Project include: (i) three (3) internal Playgrounds with a tot lot playground area located within District MF-1, as indicated on the Master Plan, (ii) a pickleball court located in District MF-1; (iii) the 8' wide trail located within District R-1-13; (iv) and the walking trail located within District MF-1 running along 8700 South. The Private Amenities are for the sole use of the owners, guests, invitees, or permittees of the owners of Dwelling Units within the Project and not for the public's general use. The Private Amenities will be owned and maintained by the Developer or a HOA.

7.5.2 **Public Amenities.** The Public Amenities for the Project include: (i) a dedicated Open Space parcel with a trail, sitting benches, and workout station located in the area designated as "Parcel 1" on the Master Plan ("Trail Area"); and (ii) the Trail Parking Area. Upon completion of the Trail Area, Developer shall dedicate the Trail Area to the City or other public entity agreed to by the Parties. The public use for the Trail Area will be governed by the public entity owning the Trail Area. The Trail Parking Area shall be owned and maintained by Developer or the HOA, but will be open for the public's use.

7.5.3 **Landscaping Details.** Developer shall install the following landscaping improvements throughout the Project: (i) xeriscaping and three (3) plants irrigated by a drip line system between the driveway areas of the Dwelling Units constructed in the District MF-1; (ii) grass or turf along the sides and rear of the Dwelling Units and Open Space constructed in the District MF-1; (iii) natural landscaping (not Kentucky Blue Grass), trees (as designated on the Landscaping Plan), and a waterwise irrigation system installed in the area designated as "Parcel 1" on the Landscaping Plan, which landscaping will be installed prior to Parcel 1's dedication to the City; and (iv) a landscaping buffer between the Project and Highway 89, as generally depicted on the attached *Exhibit F*.

7.5.4 **Street Light Details.** Developer shall install street lighting throughout the project in the locations generally depicted in the attached *Exhibit G-1*. All street lighting installed throughout the project shall comply with the standards described on the attached *Exhibit G-2* and the *Land Use Code*.

7.6 **Transit Right-of-Way.** Developer is negotiating with various governmental and quasi-governmental agencies, including the Utah Department of Transportation and the Utah Transit Authority, regarding the purchase from Developer of an approximately 66-foot wide corridor east of the UIC-Bamberger railroad right-of-way (the "Transit Right-of-Way"), all or part of which is located on the Property. To the extent that Developer provides an easement or conveyance of property for public pedestrian and/or bicycle traffic on the Transit Right-of-Way, the City agrees that such portion of the Property shall be included in Open Space. The City shall have the right to review and approve the final Transit Right-of-Way purchase agreement for the purpose of confirming that future improvements on the Transit Right-of-Way parcel will be restricted to trails, exercise stations, benches, pavilions and other improvements generally

consistent with open space, which approval will not be unreasonably withheld, conditioned or delayed. If Developer elects to convey an easement or a portion of the Property to facilitate the Transit Right of Way, then the conveyed portion will be deemed Open Space.

8. *City's Obligations.*

8.1 General Obligations. The City shall not impose any further conditions on the Project other than those detailed in this Agreement, unless agreed to in writing by the Parties. Developer shall remain bound by Applicable Law unless specifically agreed to otherwise herein.

8.2 City and Other Governmental Permits. The City shall (a) promptly review, consider and execute all consents, submittals or other documents as may be required in connection with the Preliminary Plat, Final Plat, or other required governmental approvals; (b) have a representative available to attend all appropriate meetings with respect to Developer's activities under this Agreement, provided adequate notice is given to the City; and (c) promptly meet and consider such actions as required by Utah Municipal Code, applicable City Ordinances and the Utah Open Meetings Act to provide all appropriate consents, approvals and opinions as requested by Developer from time to time. The City shall cooperate with Developer and contractors working on the Project in their endeavors to obtain any other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Property or portions thereof (such as, by way of example, public utilities or utility districts or agencies) and, at the request of Developer, in the execution of such permit applications and agreements as may be required to be entered into with such other agencies, which request shall not be unreasonably denied.

8.3 Acceptance of Improvements. The City shall, after proper inspection and approval, accept dedication of all Transportation Improvements intended for the City and constructed by the Developer, or the Developer's contractors, subcontractors, agents or employees.

8.4 System Improvements. The City shall not require Developer to construct or upsize any System Improvements, unless the City and Developer execute a reimbursement agreement on terms acceptable to Developer.

9. Restrictive Covenant and Restrictive Covenants, s. Developer shall, prior to the closing of Developer's construction loan for the Project, record covenants, conditions, and restrictions ("CC&Rs") against the Property. Developer shall provide a copy of the CC&Rs to the City. Developer covenants and agrees that, prior to the closing of Developer's construction loan for the Project, Developer shall, as part of its development of the Project and/or for the benefit of the City, perform or cause to be performed the following:

(a) Record restrictive covenants on the Project as provided in the Final Project Plans, in form and content reasonably satisfactory to the City.

(b) Record any easement on the Project as provided in the Final Project Plans, in form and content reasonably satisfactory to the City, for all other public improvements and public utility easements.

Developer shall provide the City with a proposed form of each of the foregoing easements and

restrictive covenants at least thirty (30) days prior to the submission of the Final Plat to the City. The City shall provide comments within ten (10) days of receipt of such proposed forms. The consent of the City to the forms of easement and restrictive covenants shall not be unreasonably withheld. The City acknowledges that the form of easements and covenants described in this Section will also be subject to the review and consent of the lender providing construction financing for the Project and the City agrees that the City's consent to changes requested by the Lender will not be unreasonably withheld.

9.

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10. Mortgage Protections. The City's rights pursuant this Agreement are expressly made subject and subordinate to the first priority lien of a Lender or its successor and assigns. Developer shall provide the contact information of the Lender to City within thirty (30) days of Developer obtaining a loan from the Lender. The City shall provide the Lender with thirty (30) days prior written notice of the City's intent to declare a default by Developer. Although otherwise effective with respect to Developer, no notice delivered to Developer shall affect any rights or remedies of the Lender unless a copy of such notice has been delivered to such Lender in accordance with the immediately preceding sentence. The Lender shall have the right to cure any default of Developer under this Agreement. The City will not unreasonably withhold its consent to provide such other assurance and protections to the Lender by means of an amendment to this Section or by separate agreement. Except for the subordination provided in this Section, in the event of a foreclosure by the Lender, this Agreement shall be binding on the Lender and its assigns, and any purchaser of the Property at foreclosure. The City will agree to allow the Lender to take a collateral security interest in this Agreement and, in the event of a default by Developer to the Lender, to allow the Lender, or a purchaser in foreclosure of the Lender's lien, to assume the obligations of this Agreement and to complete the Project pursuant hereto; provided that any such foreclosure purchaser has reasonably demonstrated that it has the development experience and financial ability to complete the Project in accordance with the terms of this Agreement. In the event of an assumption of this Agreement as permitted by this Section, the City agrees to perform its obligations under this Agreement to the Lender or to such purchaser and to make reasonable necessary extensions of deadlines under this Agreement.

11. Upon execution of this Agreement and approval of all requirements under the City's MPC Zone Ordinance, this development, and its accompanying property, shall be zoned as an MPC Zone and designated and known as "MPC Orchards."

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11. *Notices.* All notices and other communications under this Agreement shall be in writing and shall be deemed duly given when personally delivered, or one day after sent by a reputable national overnight courier service to the address set forth below, or three (3) days after mailing if sent by registered or certified mail, return receipt requested, first class, postage prepaid to the address shown below, or when sent by e-mail at the e-mail address shown below provided that such e-mail is sent during the normal business hours of the party to whom it was sent, and electronic confirmation of the successful transmission of such e-mail is obtained:

If to the City, to:

Willard City  
80 W. 50 S.  
P.O. Box 593

Willard, UT 84340  
Attn: City Manager  
Email: cdavis@willardcity.com

With copy to:

Mann, Hadfield and Thorne  
98 N. Main Street  
Brigham City, Utah 84302  
Attn: Colt Mund  
Email: colt@mht-law.com

If to Developer, to:

Mike Schultz, Inc.  
Attn: Mike Bastian  
1877 W 4000 S  
Roy, UT 84067  
Email: mike.bastian00@gmail.com

With a copy to:

Snell & Wilmer LLP  
Attn: Wade Budge  
15 West South Temple, Suite 1200  
Salt Lake City, Utah 84101  
Email: wbudge@swlaw.com

or such other address or addresses as a Party may hereafter designate.

12. *Amendment.* The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. A memorandum of any amendment hereto must be recorded in the Box Elder County Recorder's Office to be effective.

13. *General Terms and Conditions.*

13.1 Applicable Law. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the rules, regulations, official policies, standards and specifications applicable to the development of the Project (the "*Applicable Law*"), including the applicable City Code, resolutions, state law, and federal law.

13.2 Termination of Agreement. The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until the earlier of the following events: (i) certificates of occupancy have been issued for all Dwelling Units to be constructed in the Project and all Non-Residential Development has been completed, or (ii) ten (10) years from the date on which a memorandum of this Agreement is recorded with the Box Elder County Recorder's Office; provided, however, that if Developer is not in breach of any

material provisions of this Agreement when said 10-year period expires, and any portions of the Project have not been completely built-out, then this Agreement shall automatically be extended for an additional period of five (5) years (as applicable, the "Term"). At the expiration of the Term, this Agreement shall automatically terminate and be of no further force and effect except for those provision herein that expressly survive this Agreement's termination. When all Transportation Improvements have been constructed and accepted by City (after expiration of applicable warranty periods), the Developer and/or the subsequent Developer shall be released from and have no continuing obligations with respect to such improvements.

13.3 No Assignment Without the City's Written Consent. ~~The City is willing to enter into this Agreement because Developer has represented that it has the ability and experience to, and has committed to, develop the Project in accordance with the Concept Plan, the Master Planned Community Zone, this Agreement, the Ordinances and the Final Project Plans. Developer may not assign this Agreement or any of Developer's rights hereunder without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignee approved by the City shall consent to be bound by the terms of this Agreement as a condition of the assignment. The City agrees that the City's consent to any such assignment may be granted by the City's Mayor and that the consent of the City Council or a public hearing process shall not be required. Any assignment consented to by the City shall not relieve Developer or transferee or successor of any obligations, conditions or restrictions set forth herein, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Property, except to the extent such terms are specifically set forth in a writing approved and executed by the City with the approval of their governing bodies. The Property must at all times be under single ownership or a single owner agent, provided that any phase of the Project for which Developer has completed all of its obligations under this Agreement with respect to such phase may be sold by Developer without restriction of this Section.~~ Successors and Assigns. ~~A memorandum of this Agreement shall be recorded against the Property. The agreements, benefits, burdens, rights and responsibilities contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Project, or portion thereof, as applicable, with respect to that portion of the Project owned by such successors in ownership. Nothing in this Agreement shall apply to residents or property owners who purchase or occupy developed lots or units within the Project, it being the intent of this Agreement that it governs the development of the Project, not the use by subsequent owners or residents. If any portion of the Property is transferred ("Transfer") to a third party (a "Transferee"), except to an end-user of a site, the Transferor and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer, the Transferor provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, acknowledged by a notary public, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developer under this Agreement and the Transferor shall be released from any further obligations under this Agreement as to the transferred property. In all events, this Agreement shall run with and benefit the Property.~~

13.4 Default & Remedies. If a Party fails to perform their respective obligations under the terms of this Agreement (as applicable, the "Defaulting Party"), the non-defaulting Party shall provide written notice to the Defaulting Party specifically identifying the claimed event of default and the applicable provisions of this Agreement claimed to be in default. The Defaulting

Party shall immediately proceed to cure or remedy such default or breach within sixty (60) calendar days after receipt of such notice. The Parties shall meet and confer in an attempt to resolve the default but, in the event they are not able to do so, the Parties shall have the rights and remedies available at law and in equity, including injunctive relief or specific performance. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights. If the City elects to consider terminating this Agreement due to an uncured default by Developer, then the City shall give to Developer written notice of City's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by City's legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If City's legislative body determines that a material uncured Default has occurred and is continuing, City may thereafter pursue the remedy of termination through an appropriate judicial proceeding.

13.5 Non-liability of City Officials or Employees. No officer, representative, agent, or employee of the City shall be personally liable to Developer any successor-in-interest or assignee of Developer, in the event of any default or breach by the City or for any amount which may become due, Developer, or its successors or assignee, for any obligation arising out of the terms of this Agreement.

13.6 Referendum or Challenge. The Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including approval of development agreements and a rezoning of the Property. If a referendum or challenge relates to the City Council's approval of this Agreement or the rezoning, and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code Ann. § 20A-7-601, then Developer may deliver a notice of rescission to the City to terminate this Agreement. Upon delivery of such notice of rescission pursuant to this Subsection 13.6, this Agreement shall automatically terminate whereupon the applicable Parties shall have no further rights or obligations under this Agreement. If the referendum or a legal challenge is successful in overturning the rezoning of the Property or the approval of this Agreement, then either Party may terminate this Agreement by delivery of notice of rescission, whereupon this Agreement shall automatically terminate, and the Parties shall have no further rights or obligations under this Agreement.

13.7 Ethical Standards. Developer represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee of the City, or to any relative or business entity of an officer or employee of the City; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code Ann. § 10-3-1301 et seq. and 67-16-3 et seq.; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the City or former officer or employee of the City to breach any of the ethical standards set forth in State statute or City ordinances.

13.8 No Officer or Employee Interest. It is agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the

proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer, or any member of any such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. This Subsection 13.8 does not apply to elected offices.

13.9 Performance. Each Party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other Party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy, or other approvals associated therewith. This Subsection 13.9 shall not be construed to require a Party or its representatives to provide an approval contrary to Applicable Law, regulations, or this Agreement.

13.10 Governing Law & Venue. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in the First Judicial District Court of the State of Utah.

13.11 Third Party Rights. The Parties to this Agreement are Developer and City. There are no other intended third-party beneficiaries of this Agreement. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements.

13.12 Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

13.13 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; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; pandemics; fires 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.

13.14 Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the City or the Developer.

13.15 Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

*[Signature pages follow]*

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

DEVELOPER:

MIKE SCHULTZ, INC.,  
a Utah corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH            )  
                                  ):ss  
CITY OF SALT LAKE       )

On the \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me, \_\_\_\_\_, who being duly sworn, did say that he/she is the \_\_\_\_\_ of Mike Schultz, Inc., a Utah corporation, and that said instrument was duly authorized by the limited liability company and signed in behalf of said limited liability company.

\_\_\_\_\_  
Notary Public

*[Signature Page to Development Agreement]*

CITY:

WILLARD CITY,  
a political subdivision of the State of Utah

\_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Name

STATE OF UTAH        )  
                              ):ss  
COUNTY OF BOX ELDER )

On the \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me,  
\_\_\_\_\_, who being by me duly sworn, did say that he/she is the  
\_\_\_\_\_ of Willard City, a municipal corporation, and that said instrument was signed in  
behalf of the Willard City by authority of its governing body acknowledged to me that the Willard  
City executed the same.

\_\_\_\_\_  
Notary Public

*[Signature Page to Development Agreement]*

EXHIBIT A  
(Legal Description of the Property)

***East Parcel***

Beginning at a point on the west line of U.S. Highway No. 89/91, which point is also the Southeast Corner of 8300 South Street Church Subdivision, a recorded subdivision in the office of the Box Elder County Recorder's Office, said point being North 88°40'58" West 182.43 feet along the section line and South 2195.35 feet from the North Quarter Corner of Section 11, Township 7 North, Range 2 West, Salt Lake Base and Meridian, and running;

Thence South 1°33'14" West 28.42 feet along the west line of U.S. Highway 89/91:  
Thence North 89°26'46" West 1.00 feet along the west line of U.S. Highway 89/91:  
Thence South 1°33'14" West 693.00 feet along the west line of U.S. Highway 89/91:  
Thence South 89°56'46" East 1.00 feet along the west line of U.S. Highway 89/91:  
Thence South 1°33'14" West 699.18 feet along the west line of U.S. Highway 89/91:  
Thence South 6°36'00" East 359.25 feet along the west line of U.S. Highway 89/91:  
Thence South 7°30'30" West 660.95 feet along the west line of U.S. Highway 89/91 to the north line of 8700 South Street;  
Thence North 89°09'12" West 644.04 feet along the south line of 8700 South street to the east line of the 66 foot right of way in favor to the State Road Commission of Utah by an Affidavit of Reverter recorded August 8, 1974 as Entry no. 41880H, in Book 265 at Page 431;  
Thence North 17°34'53" West 2508.35 feet along the east line of the aforementioned 66 foot right of way:  
Thence northerly 121.56 feet along the arc of a 2842.31 foot radius curve to the right, (center bears North 72°25'07" East and long chord bears North 16°21'22" West 121.56 feet, with a central angle of 2°27'02") along the east line of the aforementioned 66 foot right of way;  
Thence South 88°08'15" East 1188.68 feet to the east line of 8300 South Street Church Subdivision and being a point on the center line of 8300 South Street as platted within said 8300 South Street Church Subdivision;  
Thence South 1°33'14" West 33.00 feet along the west line to the Southwest Corner of 8300 South Street Church Subdivision;  
Thence South 89°08'15" East 415.01 feet along the south line of 8300 South Street Church Subdivision to the point of beginning.

Contains 2,847,287 square feet, 65.365 acres.

***West Parcel***

Beginning at a point on the west line of the Union Pacific Railroad right of way, said point being North 88°40'58" West 1957.89 feet along the section line and South 2145.42 feet from the North Quarter Corner of Section 11, Township 7 North, Range 2 West, Salt Lake Base and Meridian, and running;

Thence southerly 179.27 feet along the arc of a 3008.31 foot radius curve to the left, (center bears North East and long cord bears South 15°52'27" East 179.24 feet, with a central angle of 3°24'51") along the west line of the Union Pacific Railroad right of way;  
Thence South 17°34'53" East 1595.03 feet along the west line of the Union Pacific Railroad right of way;  
Thence North 89°57'40" West 307.64 feet to the east line of the Interstate 15/84 Freeway;  
Thence North 17°36'16" West 523.18 feet along the east line of the Interstate 15/84 Freeway to a Right of Way Marker;  
Thence North 12°28'03" West 386.20 feet along the east line of the Interstate 15/84 Freeway to a Right of Way Marker;  
Thence northerly 826.15 feet along the arc of a 5611.27 foot radius curve to the right, (center bears North 77°14'51" East and long chord bears North 8°34'26" West 825.41 feet, with a central angle of 8°26'09") along the east line of the Interstate 15/84 Freeway;  
Thence South 88°08'15" East 141.51 feet to the point of beginning.

Contains 435,407 square feet, 9.996 acres.

[illegible]

EXHIBIT C  
(Landscape Plan)



EXHIBIT D  
(Zone Standards)

MASTER PLANNED COMMUNITY (MPC) ZONING RESTRICTIONS			
Use Standards			
	<b>"P" = Permitted Uses "C" = Conditional Uses "A" = Applies</b> <b>"-" = Not permitted</b>		
		R-1-13	R-MF-1
ACCESSORY USES			
	Accessory Buildings and uses customarily incidental to permitted uses other than those listed below Swimming Pool	P C	P C
	Accessory buildings and uses customarily incidental to conditional uses	C	C
	Temporary buildings for uses incidental to construction work, including living quarters for guard or night watchman, which building must be removed upon completion or abandonment of the construction work.	C	C
SPECIAL USES			
	The tilling of the soil, the raising of crops, horticulture and gardening	P	P
	Home Occupation	C	C
	Household pets	P	P
	Parks/Open Space	P	P
RESIDENTIAL			
	Detached Single-family dwelling	P	P
	Attached Single-family dwelling	-	P

Dimensional Standards			
		R-1-13	R-MF-1
AREA REGULATIONS			
	The minimum lot area in square feet for a single-family dwelling structure in the district shall be	13,000 sq. ft.	NA
WIDTH REGULATIONS			

	The minimum width in feet for any lot, except as modified by planned unit developments, shall be	70'	NA <sup>1</sup>
<b>FRONTAGE REGULATIONS</b>			
	The minimum width of any lot at the street right-of-way line in feet in the shall be	40'	NA <sup>2</sup>
<b>FRONT YARD REGULATIONS</b>			
	The minimum depth in feet for the front yard for main buildings, that have garage access in the front, shall be	25'	20'
	The minimum depth in feet for the front yard for main buildings, that have garage access in the rear, shall be	25'	8'
	Accessory buildings may have the same minimum front yard depth as main buildings if they have the same side yard required for main buildings; otherwise they shall be set back the following number of feet from the rear of the main building	8'	8'
	On corner lots, main buildings shall have two front yards, and one rear yard, and one side yard	A	A
<b>REAR YARD REGULATIONS</b>			
	The minimum depth in feet for the rear yard shall be	15'	15'
	Accessory buildings may have a minimum setback of 1 foot provided that all drainage from them stays on the lot and there is at least 10 feet distance to another accessory building on an adjacent lot	A	A
	Provided that on corner lots which rear on a side yard of another lot accessory buildings in all such districts shall be located not closer than 10 feet to such side yard	A	A
<b>SIDE YARD REGULATIONS</b>			
	The minimum side yard in feet for any	8'	-

<sup>1</sup> There is no minimum yard width in the R-MF-1 District and each lot will have a unit count as depicted on the Master Plan.

<sup>2</sup> There is no minimum frontage in the R-MF-1 District and each lot will have a unit count as depicted on the Master Plan.

	detached dwelling shall be		
	The minimum distance required between the sides of the attached dwelling units.	-	14'
	The minimum side yard in feet for a private garage shall be 6 feet to the rear of the main buildings	A	A
	No private garage or other accessory buildings shall be located within 10 feet to a dwelling on an adjacent lot	A	A
	On corner lots, main buildings shall have two front yards and one rear yard, and one side yard	A	A
<b>HEIGHT REGULATIONS</b>			
	The Maximum height for all buildings and structures shall be 35 feet or 2½ stories	A	A

EXHIBIT E  
(Townhome Elevations)<sup>3</sup>



<sup>3</sup> The following are examples of townhomes that may be constructed, but these examples may not reflect the style, design, or color of townhomes Developer may construct. All townhomes will be a maximum of 2 stories with attached 1 or 2 car garages.

<b>PROJECT:</b> CASTLE CREEK HOMES		<b>CLIENT:</b> CASTLE CREEK HOMES
<b>DATE:</b> 07.24.2020		<b>STATUS:</b> FOR REVIEW
<b>PLAN:</b> 6 PLEX - BUILDING 2		<b>UNDERGROUND</b> CONSTRUCTION


<b>SHEET:</b> FRONT AND REAR ELEVATIONS
<b>SCALE:</b> 1/8" = 1'-0"



FRONT ELEVATION



REAR ELEVATION

 <p>Matthew J. Hines Professional Engineer State of North Carolina License No. 10000</p>	<p>PROJECT: CASTLE CREEK HOMES</p>	<p>CLIENT: CASTLE CREEK HOMES</p>	
	<p>PLAN: 6 PEX - BUILDING 2</p>	<p>DATE: 07.24.2020</p>	<p>STATUS: FOR REVIEW</p>
	<p>SHEET: FRONT AND REAR ELEVATIONS</p>		

SCALE: 1/8" = 1'-0"

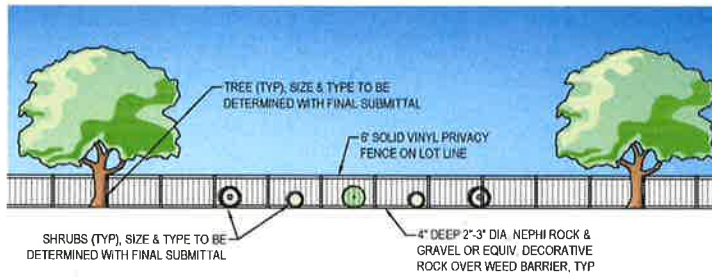


FRONT ELEVATION  
18' x 70'



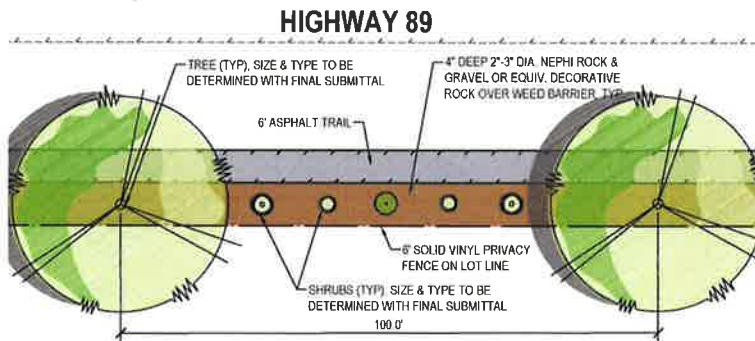
REAR ELEVATION  
18' x 70'

EXHIBIT F  
(Landscape Buffer)



**TYPICAL HIGHWAY 89 LANDSCAPING BUFFER - ELEVATION**

SCALE: 1"=20'



**TYPICAL HIGHWAY 89 LANDSCAPING BUFFER**

SCALE: 1"=20'


PROJECT # L2124  DATE 8/22/22  <b>1 OF 1</b>  FILE:	<b>RESIDENCE AT THE ORCHARD</b>  600 SOUTH 200 WEST WILLARD, UTAH DRAWING	FOR: CASTLE CREEK HOMES 1750 WEST 5100 SOUTH, SUITE 103 ROY, UTAH 84607 MIKE BASTAIN 801-442-8735	919 North 400 West Layton, UT 84041 Phone: 801.547.1100 Fax: 801.583.6315 <a href="http://www.ensignutah.com">www.ensignutah.com</a>	
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EXHIBIT G-1  
(Street Lighting Plan)









WILLARD CITY

**Subdivision Land Use Authority (SLUA) – Special Meeting**

October 5, 2023, 2023 – 2:00 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

The meeting was a special meeting designated by resolution. Notice of the meeting was provided 24 hours in advance. A copy of the agenda was posted at the City Hall and on the State of Utah Public Meeting Notice Website.

The following members were in attendance:

Chris Davis, City Manager  
Bryce Wheelwright, City Planner  
Chris Breinholt, City Engineer/Jones & Associates  
Payden Vine, Public Works Director  
Van Mund, Fire Chief  
Michelle Drago Deputy City Recorder

Excused: Colt Mund, City Attorney

Others in attendance: Leland Steve Davies and Theron Fielding, Police Chief.

1. CALL TO ORDER

Bryce Wheelwright, City Planner, called the meeting to order at 2:00 p.m. A roll call attendance was recorded by the secretary.

2A. CONSIDERATION OF A SKETCH PLAN FOR THE PEACOCK SUBDIVISION LOCATED AT APPROXIMATELY 103 EAST 100 NORTH (02-048-0012)

Time Stamp – 0:00:45 10/05/2023

Bryce Wheelwright, City Planner, stated that the meeting had been called to discuss the subdivision of Parcel 02-048-0012 located at approximately 103 East 100 North. The parcel was owned by Leland Davies who wanted to create two lots. The parcel was a little over one acre in size. Mr. Davies proposed to create a lot on 100 East (Lot 1) that would have .587 acres. The lot on 100 North (Lot 2) would have .50 acres. Both lots would have more than 100 feet of frontage. The existing home would be located on Lot 2. The existing barn would be located on Lot 1.

Theron Fielding, Fire Chief, asked about the use of the new lot. Bryce Wheelwright said it would be a building lot. Mr. Davies planned to build a home on it.

Leland Davies, stated that the shop was approximately 32 feet x 45 feet with two wings. One was 16 feet; the other was 20 feet. There was room to build a house between the shop and the levy on 100 East.

Payden Vine, Public Works Director, asked if there was a water service to the shop. Bryce Wheelwright said there was a water meter for the shop, but it had been abandoned.

Chris Breinholt asked if there had been a fire in the shop. Mr. Davies said there was a fire that affected the shop and the home.

Van Mund, Fire Chief, stated that the City had never received documentation that the shop had been repaired to code. Mr. Davies said he put a new roof on the shop. Chief Mund said a new roof did not mean



WILLARD CITY

**Subdivision Land Use Authority (SLUA) – Special Meeting**

October 5, 2023, 2023 – 2:00 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

the shop was up to code. The fire was so hot that the structure was warped. After the fire the shop was condemned for occupancy.

Leland Davies stated that Mountain View Engineering had looked at the shop. They determined that it did not need to be torn down. He had since spent about \$50,000 to repair the shop. He had torn down the house and rebuilt it.

Michelle Drago, Deputy Recorder, asked if the City had a copy of Mountain View Engineering's review. Mr. Wheelwright said it did not. He asked that Leland Davies provide the City with a copy of the engineering review for the shop and the home. He said the City did receive comments from Mountain View Engineering when Leland Davies applied for a permit to reroof the shop.

Leland Davies explained his building plans for the shop.

Neither Chris Davis nor Michelle Drago had any comments.

Chris Breinholt asked if the shop would remain on Lot 1. Mr. Davies said it would.

Bryce Wheelwright stated that a new home on Lot 1 would have to comply with the 30 feet front yard setback requirement. The existing shop was a non-conforming use. It was built many years ago and did not comply with the front yard setback requirement.

Chris Breinholt asked if there was enough room for a home to be 15 feet from the shop and 15 feet from the north property line. Mr. Davies said there was.

Chris Breinholt asked if the shop would comply with the side yard requirement. Mr. Wheelwright said it would. There would be 10 feet between the shop and the south property line.

Chris Breinholt stated that the preliminary plat prepared by Hansen and Associates did not represent the water system correctly. There was a line on the east side of the street, and there was a line on the west side of the street. The lines were in different pressure zones. The preliminary plan showed a meter for the barn. The water line ended with the meter. It would have to be extended north to the service location shown on the preliminary plan. The sewer line was there.

Van Mund asked if the east water line on 100 East had higher pressure than the west line. Mr. Breinholt said it did. There was a pressure relief valve at the intersection. The homes on the west side of 100 East were on the lower, or downstream side of the PRV. Leland Davies had higher pressure on the east side. He needed to make sure he connected to the water line on the east side.

**Chris Davis moved to approve the preliminary plan for the Peacock Subdivision located at approximately 103 East 100 North (Parcel 02-048-0012). Payden Vine seconded the motion. All voted "aye." The motion passed unanimously.**

**2C. APPROVAL OF THE AUGUST 31, 2023, MINUTES**

**Chris Davis moved to approve the minutes of August 31, 2023, as written. Payden Vine seconded the motion. All voted "aye." The motion passed unanimously.**



WILLARD CITY

**Subdivision Land Use Authority (SLUA) – Special Meeting**

October 5, 2023, 2023 – 2:00 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

3. ADJOURN

**Chris Davis moved to adjourn at 2:16 p.m. All voted “aye.” The motion passed unanimously.**

Minutes were read individually and approved on: \_\_\_\_\_

\_\_\_\_\_  
Bryce Wheelwright, City Planner

\_\_\_\_\_  
Michelle Drago, Deputy City Recorder

dc:SLUA 10-05-2023