



Notice is hereby given that the
WILLARD CITY PLANNING COMMISSION
Will meet in a regular session on
Thursday, October 16, 2025 – 6:30 p.m.
Willard City Hall, 80 West 50 South
Willard, Utah 84340

AGENDA

(Agenda items may or may not be discussed in the order they are listed and may be tabled or continued as appropriate.) Public comment may or may not be allowed.

1. Prayer
2. Pledge of Allegiance
3. General Public Comments (Input for items not on the agenda. Individuals have three minutes for open comments)
4. Report from City Council
5. Discussion/Action Items
 - a. Consideration and recommendation of a preliminary subdivision plan, improvement drawings, and a development agreement for a Master Planned Community Zone for the Canyon Bay Subdivision located at approximately 400 South 200 West
 - b. Discussion regarding amending 24.80 of the Willard City Zoning Code to adopt requirements for minor/small subdivisions (continued from September 4, 2025)
 - c. Review of a conditional use permit issued to Garrick Call and Dorothy Call on May 18, 2023, for an accessory dwelling unit located at 1348 North Main (02-039-0055)
6. Consideration and approval of regular Planning Commission minutes for October 2, 2025
7. Discussion regarding agenda items for the November 6, 2025, Planning Commission meeting
8. Discussion regarding upcoming city events
9. Commissioner/Staff Comments
10. Adjourn

I, the undersigned duly appointed and acting Deputy City Recorder for Willard City Corporation, hereby certify that a copy of the foregoing notice and agenda 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, and sent to the Box Elder News Journal this 9th day of October, 2025.

/s/ **Michelle Drago**

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.

ITEM 5A

Willard City Planning & Zoning

Canyon Bay

01/29/2025 - 01/28/2026

Preliminary Subdivision

General

5006105

98b6bdd0-de8e-11ef-924f-351b7c02e956

Under Review

Active

Application Review Status

Pre-Review

Approved

I'm approving the pre-approval so that the rest of the team can start looking at the application.

01/29/2025

City Planner

Reviewing

City Manager

Reviewing

Fire Department

Not Reviewed

Legal Department

Reviewing

City Engineers

Reviewing

Public Works

Not Reviewed

Final-Review

Not Reviewed

Fees

Payments

Subdivision Application Fee	\$1,000.00	01/29/2025	Online	\$12,100.00
Application Lot Fee	\$8,100.00	Total Paid		\$12,100.00
Retainer	\$3,000.00			
Subtotal	\$12,100.00			
Amount Paid	\$12,100.00			
Total Due	\$0.00			

Application Form Data

(Empty fields are not included)

Applicant First Name

Kyle

Applicant Last Name

White

Applicant Email

kyle@westernlanddev.com

Applicant Phone Number

(802) 922-0581

Applicant Address

2672 S Filmore St

City

Salt Lake City

State

UT

Zip Code

84106

Are you the owner or the agent doing the work on the owner's behalf?

Owner

Owner's Affidavit

☐ **owners_affidavit vExecuted.pdf**

Subdivision Name

Canyon Bay

Project Street Address

Not Yet Assigned

Assessor Parcel Number

02-052-0001, 02-052-0002, 02-052-0005

Number of Proposed Lots

84

Legal Description

☐ **Legal Description.docx**

is this a Residential or Commercial development?

Residential

Check each box to acknowledge it has been included with the application. These items will apply to most subdivisions, although there may be some exceptions.

Submittals showing preliminary compliance with all applicable provisions of the Willard Zoning Code and Public Works Standards, Preliminary Plat, Layout of lots including sizes and dimensions, Layout

of proposed and adjacent roads, including a proposed street section(s), Preliminary utility plan, Preliminary storm water plan, Existing structures and natural features, Data indicating the number of lots/units, percentage of landscaping, density of units per acre, buildable area for each lot, Preliminary compliance with design standards as applicable

Will this development include two-family homes or townhomes?

No

Will this development include any commercial or industrial development?

No

Is this proposed development adjacent to Highway 89?

No

Is the area to be developed greater than 10 acres?

Yes

Preliminary Subdivision Plat Drawings

 24-435 PRE PLAT 01.27.25 (1).pdf

File Upload

 24-435 MPC SITE PLAN - 25.01.27.pdf

Due to legislative changes in the state of Utah, the cost for Willard City to process, review, and inspect developments has dramatically increased. Willard City will track all time and resources expended by the city for processing, reviewing, and inspecting subdivision application. The related city expenditures will be billed to the applicant/developer.

✓

The applicant agrees to pay for all application fees. This includes \$1,000 application fee plus \$100/lot after the third lot.

✓

Following approval by the Planning Commission, this Preliminary Subdivision Application will be valid for the period of not more than one year. To avoid expiration, the applicant must submit a Final Subdivision Application prior to expiration of the Preliminary Subdivision Application approval.

✓

Within thirty (30) days of a complete Preliminary Subdivision application submittal, City Staff and other invited regulating agencies and utility providers shall review the submittals and provide comments/corrections to the applicant. After the comments/corrections have been addressed by the applicant, the application will be placed on the Planning Commission's next available meeting agenda.

✓

Following receipt of city comments and required corrections, the applicant shall respond with updated submittals in accordance with Utah Code Annotated 10-9a-604.2 within sixty (60) business days. Failure to provide the required response and corrected submittals within sixty calendar days shall result in the application being immediately denied.

✓

The applicant also agrees to provide retainer in the amount of \$1,000 for 8 lots and fewer and \$3,000 for greater than 8 lots. The retainer will be used, as required, for the public noticing costs and professional review costs

incurred by the city. Any amounts exceeding the retainer after the application has been approved are due before signatures and recording of documents. Any amounts not exceeding the retainer will promptly be returned to the applicant.



Engineer/Surveyor Name or Company

Michael Taylor, Civil Solutions Group

Engineer/Surveyor Email

mtaylor@civilsolutionsgroup.net

Engineer/Surveyor Phone Number

435-890-4498

Do you have water for your current property?

Yes

Upload proof of water ownership

☐ Consolidated Proof of Water Ownership.pdf

Signature

I hereby certify that all information provided herein is true and correct. I understand and agree to comply with the applicable codes, standards, and the rules listed below.

1. All sections of this application must be complete and will not be reviewed until fees have been received.
2. The payment of fees does not guarantee a certain result and fees are not refunded due to the lack of favorable results.
3. Fees are an estimate of the costs for the City to administer the Subdivision review and approval process. Willard City reserves the right to bill the applicant for administrative costs that go beyond the estimated fees collected at the time of application.
4. This application will be placed on the next available Planning Commission agenda AFTER necessary updates are made in response to staff comments. These updates will be required to ensure Planning Commission reviews drawings that are substantially complete and responsive to the application requirements found in the Willard Zoning Code.
5. Complete application and approval requirements can be found in Willard Zoning Code Title 24 and Willard City Public Work Standards.

Kyle White - 01/29/2025 3:15 pm



civilsolutionsgroup inc.

09/29/25

Willard City Planning Commission & City Council
80 South St, Willard, UT 84340
(435) 734-9881

RE: Impact Statement – Canyon Bay Subdivision

To whom it may concern,

This Impact Statement addressing potential environmental, utility, traffic, and school impacts of the Canyon Bay Subdivision project is being prepared in accordance with Section 24.24.060.R of the Willard City Code, quoted herein as follows:

“Impact statement, showing the effect the proposed MPC Zone will have on the environment, city utilities, traffic, and schools.”

These items are hereafter addressed in the order in which they are listed in the code above.

Environment

The proposed project will be located on ~25-acres of arable land all of which are currently in production as orchard or for crops. As such, the project is not suitable as habitat for either of the two currently listed endangered species for Box Elder County, including the Yellow-billed Cuckoo (*Coccyzus americanus*) and Ute Ladies' Tresses (*Spiranthes diluvialis*). The former requires riparian stands of trees, the later, wet meadows with seasonal livestock grazing.

Per the National Wetland Inventory and per visual observation of the consultant team, the project is not encumbered by wetlands.

Per the FEMA map service Center, the property is not encumbered by a flood zone of any classification.

Stormwater from the proposed project will be treated per City and State standards prior to discharge to the west.

Utility

Per Figure 9.4.1 of the Willard Culinary Water Capital Facilities Plan, this area is shown as accounted for developable land. Per engineering analysis, this project will not exceed the capacity of connecting sewer mains that run south through the adjacent Deer Run Subdivision, nor of existing water mains to which it is connecting on the north, east and south sides. Impact fees and water right dedications will cover the proportionate impact of the project to the system as a whole for such elements as water source supply, water storage capacity, water distribution mains, and downstream sewage treatment.



civilsolutionsgroup Inc.

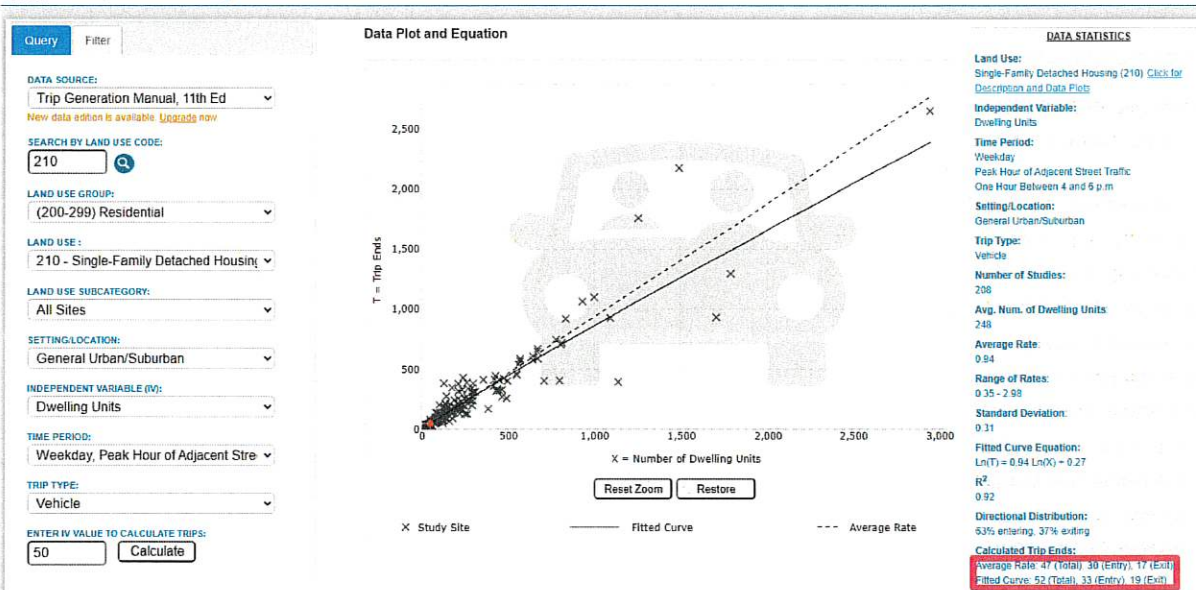
Traffic

The project proposes development of 50 single-family detached lots. Based on the established methodologies of the ITE Trip Generation Manual, the PM Peak Hour traffic expected to be generated from the development is 52 trips as shown in the following figure:

ITETripGen Web-based App

Help Mic

Graph Look Up



The daily volume is expected to be 533 trips:

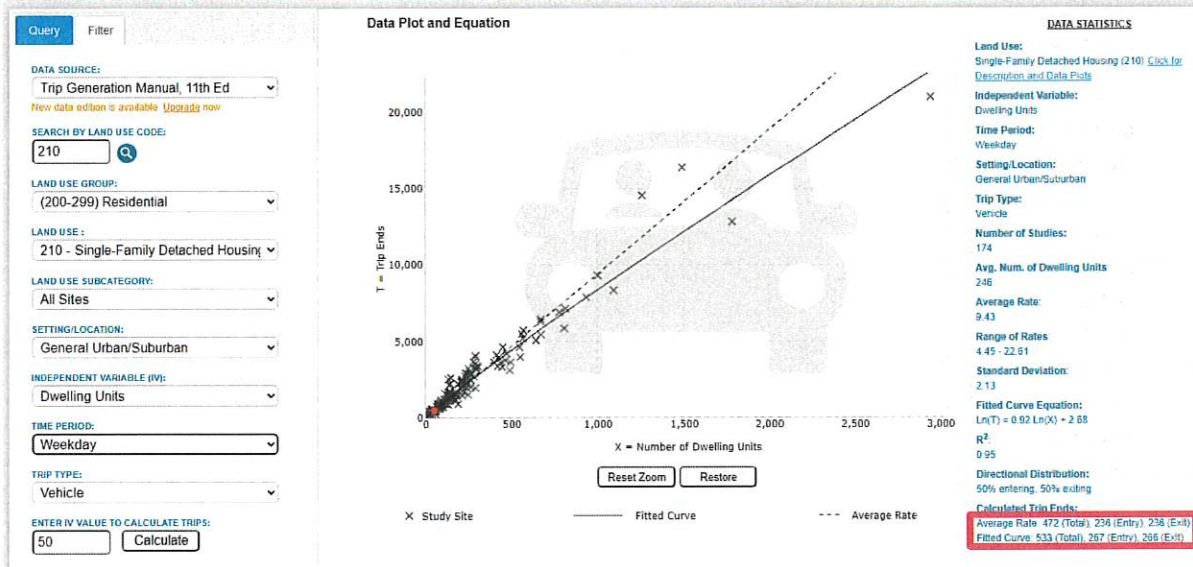


civilsolutionsgroupinc.

ITETripGen Web-based App

Help Mr

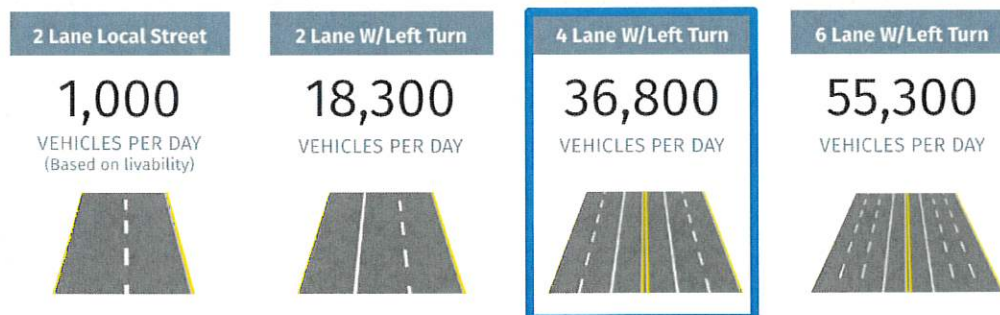
Graph Look Up



As Willard City is largely a bedroom/community community, it is expected that most of these trips will be bound for other municipalities via US-89, which in 2023 had an average daily traffic load of 14,000 trips per information available from UDOT's website. This project would bring this project closer to 15,000 trips per day. Based on the standards of the Highway Capacity Manual (6th edition), US-89, as a facility with 4 lanes and a left-turn lane, will continue to operate with ample capacity, as shown in the following figure:

2 Planning level daily capacity of a road

Round numbers based on Level of Service D/E thresholds in HCM (6th Edition)



Cache Valley, UT - 435.213.3762 | Salt Lake, UT - 801.216.3192 | Utah Valley, UT - 801.874.1432

www.CivilSolutionsGroup.net



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Where the project sits less than 1,000-ft from the highway, the impact to other roadways is expected to be minimal. Willard's grid iron roadway network allows for an even distribution of projected traffic across multiple routes, thus lessening the potential for any individual City Street to experience a noticeable increase in traffic congestion. None of these roadways are believed to be close to the 1,000 vehicle per day threshold for 2 lane local streets as shown in the figure above.

School

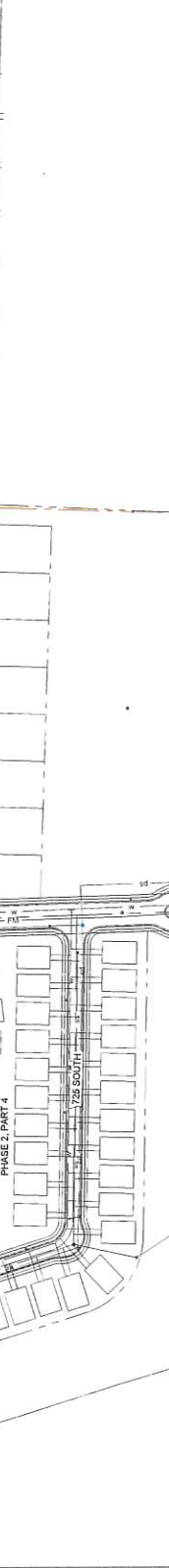
Per data on the US Census website, Willard City approximately 31% of households had school children age (6 to 17 years old). With 50 proposed homes, it is possible 16 of these would have school age children. Given an average family size of 3.44 from the US Census and that approximately 53% of the residents within these homes tend to be school age children (also per the US Census), the project may bring another **29 school age children** to the Box Elder School District.

Should you have any questions about this impact study, please feel free to contact me at 435-890-4498.

Sincerely,

Michael E. Taylor, PE, VP of Civil Solutions Group, Inc.





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MARK	DATE	DESCRIPTION

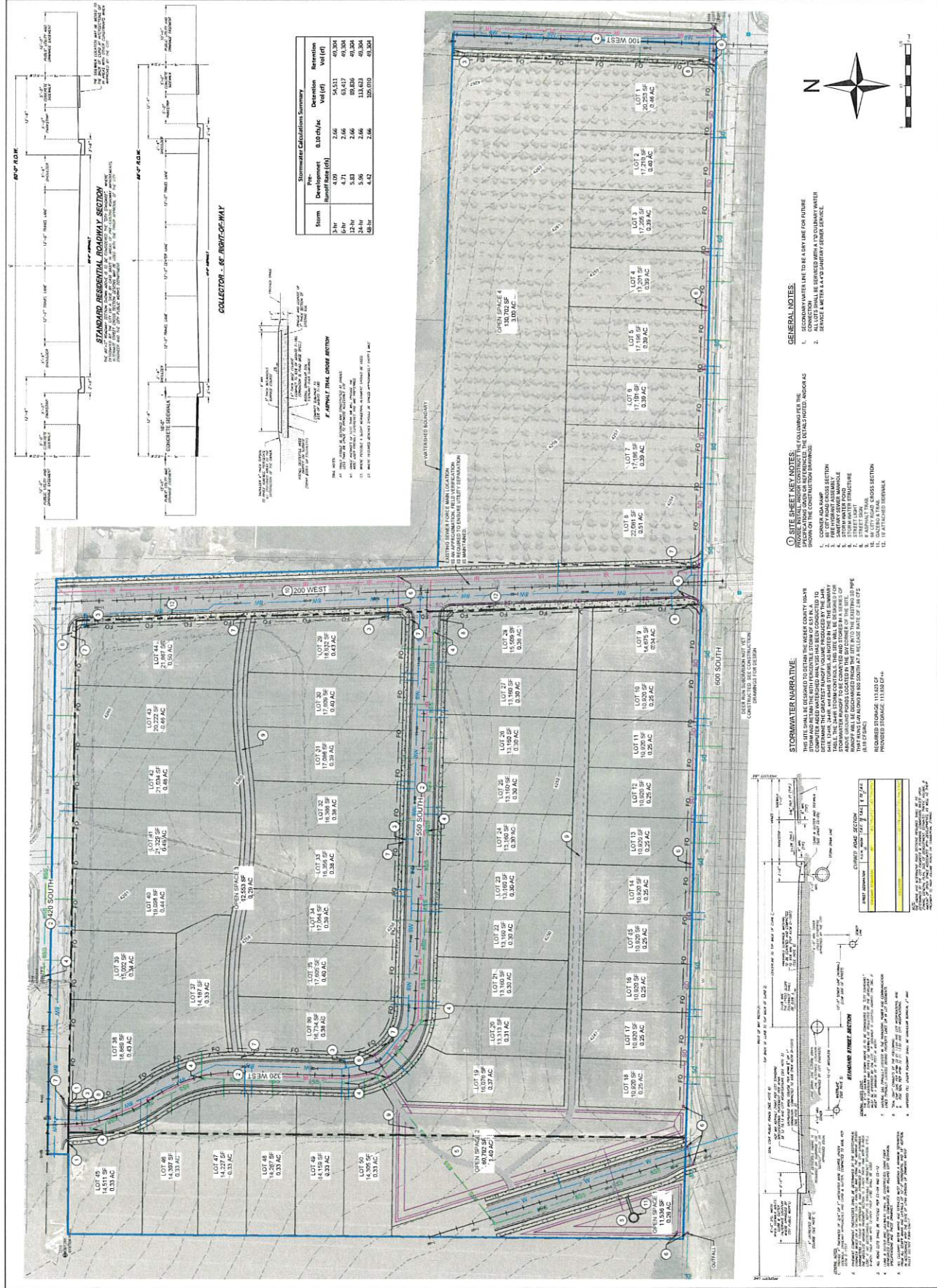
PROJECT # 24-435
 DRAWN BY K. MOORE
 PROJECT MANAGER M. TAYLOR
 REBID 9/15/2025



LANDSCAPING PLAN

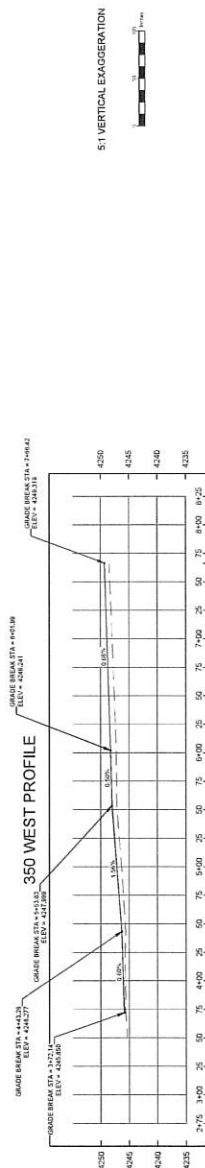
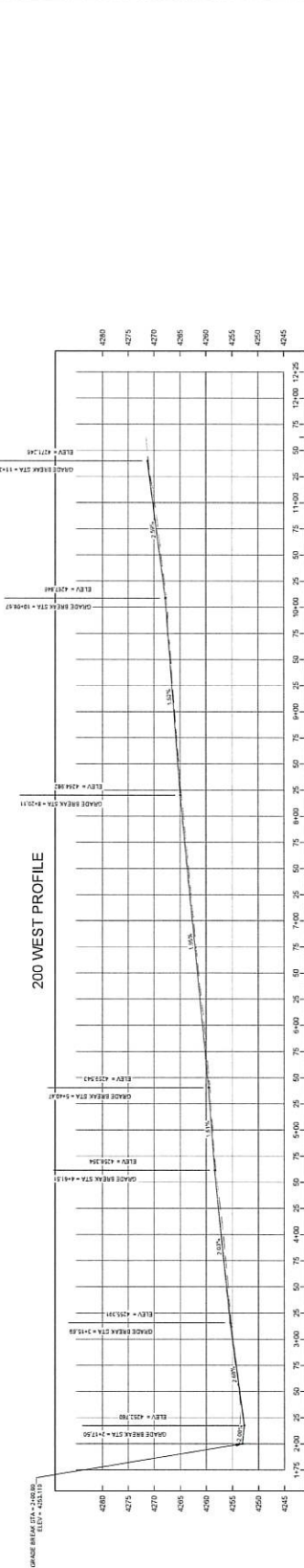
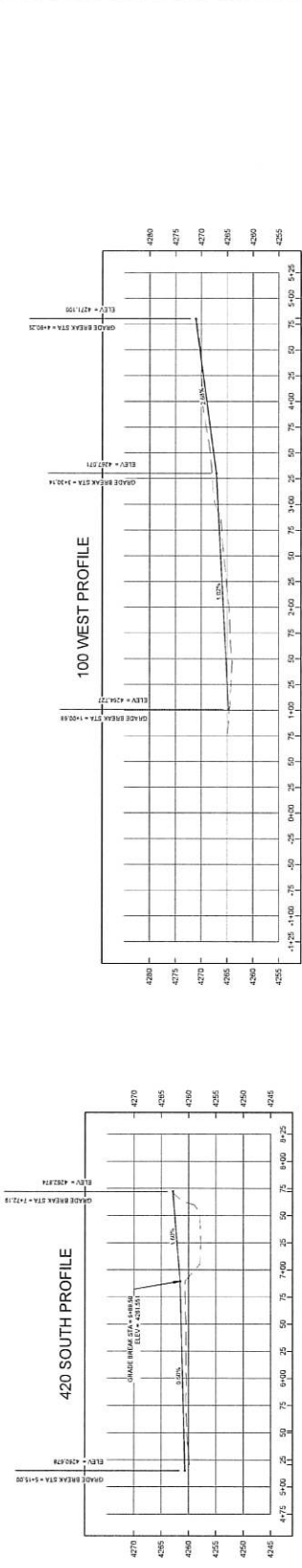
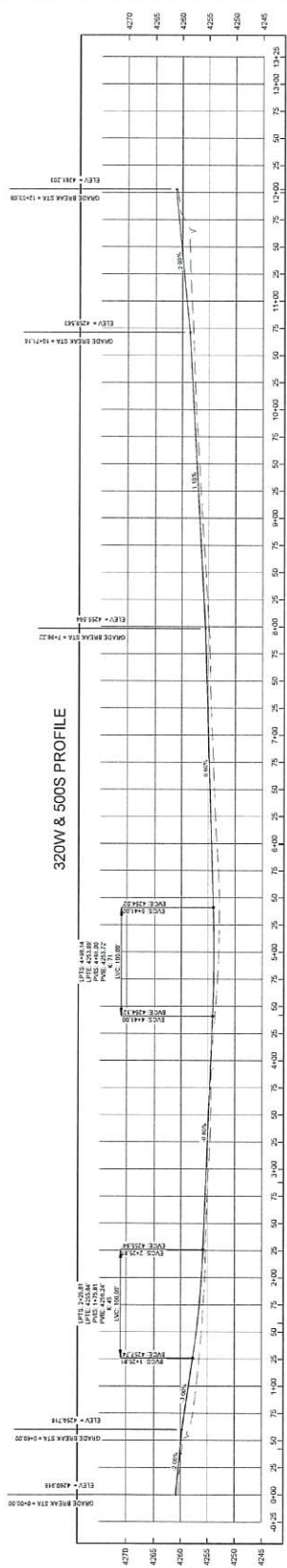


MARK	DATE	DESCRIPTION
PROJECT #	34431	
DRAWN BY	K. MOORE	
PROJECT MANAGER	M. TAYLOR	
ISSUED	9/17/2025	



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PROJECT #	24-435
DRAWN BY	K. MOORE
PROJECT MANAGER	M. TAYLOR
ISSUED	9/17/2025

ROADWAY
PROFILES

5:1 VERTICAL EXAGGERATION



Willard City Master Planned Community Zone Review Sheet

1. What elements of the MPZ design enhance or maintain the rural nature of Willard City (12-106-1)?
The three acres of preserved existing peach orchard, the walking trails throughout, the additional 2 acres of open space.
2. What benefits and costs will the proposed MPZ have in Willard City (12-106-1)?
The walking trails, the infrastructure development, including 200 W and the walking trail associated with it, the connection of the diagonal road which connects Deer Run and Orchards at Willard in connection with Willard's transportation plan, and a variety of lot sizes that provides more options for more people of Willard.
3. Is the proposed MPZ a minimum of 20 acres (12-106-2)
Yes. ~25 acres.
4. What is the nature of the Open space (12-106-3)
The 3 acres of existing peach orchard which will be preserved, ~1 acre of walking trails through the heart of the site, and ~1 acre of more traditional open space, including trails and pavilion, in the SW of the site which connects well with Heritage and Deer Run's open space areas.
 - a. Is it a minimum of 20%?
Yes.
 - b. Are unbuildable area such as wetland and steep slopes excluded from the acreage calculation?
No.
 - c. Are all acres of the open space eligible under 12-106-3?
Yes.
5. Is the MPZ applicant requesting to pay a fee in lieu of open space (12-106-4)?
No.
 - a. Has an appraisal of the acreage in question been completed and provide to the city?

 - b. What portion of the 20% open space is being removed from the open space?

 - c. What will the use of the land that would have been open space be? If housing, what is the increase?

6. Describe how the density is consistent with the policies of the general plan including the future land use map (12-106-5)?
The proposed density is 2.0 units per acre, following guidance from both planning commission and City Council at prior Planning Commission Meetings and Work Sessions.
7. Has a complete site plan been submitted (12-106-6)?
Yes.
8. Will the MPZ will be developed in phases (12-16-8)?
No.
- a. Are the phases logically ordered based on existing Willard infrastructure?

b. Are all phases independent of other phases?
9. Has a development agreement been submitted by the applicant (12-106-12)?
Yes.
 - a. Does developer agree to bare all costs for improvements required by the MPZ?
Yes.
 - b. How does agreement provide for the management of the proposed open space?
The developer is responsible for the 3 acre peach orchard, while the City will hold the agricultural easement placed over the orchard. The other open space will be dedicated to Willard City, with the bulk expected to be maintained by Flood Control. While no formal agreement has been reached, Flood Control is aware and is currently reviewing the plans to ensure feasibility and will have comments ahead of the Planning Commission Meeting on October 16.
 - c. Does the agreement document the water transfer of water rights required per the Willard City subdivision ordinance?
Yes
10. Describe how the proposed MPZ meets the guidelines and policies of the general plan including: the community vision, values, future land use section and map, planned roads and trails (12-106-14).
The general plan calls for the protection of open space, which is better preserved within the MPC zone than in the R1/2 zone. The general plan has a clear transportation plan that this projects meaningfully supports, primarily through the development of a significant stretch of 200 W that currently is a barrier to North / South travel for those West of Highway 89. The development of a meaningful stretch of the Historic Orchards Pathway trail along 200 W, as well as walking trails that connect residents of this community, as well as Willard broadly, to the significant open space to the West and North of our site.

11. Describe the surrounding land uses and zoning. How does the proposed MPZ provide equal or greater compatibility with the existing land uses than the current zoning or future land use map zoning (12-106-14)?

The surrounding subdivisions are approved PUD and MPC zones, not R ½, so our proposal is consistent with surrounding uses. To the south, our project borders the densest portion of Deer Run, which has ~6 units per acre, so we have used the flexibility of the MPC zone to have slightly smaller lots bordering Deer Run's patio lots to provide better compatibility than what R ½ would allow for. As we move through the site we reduce density to make the site compatible with both current and future uses. On the East side, we dramatically reduce density, with ~1.25 units per acre, which blends well into the current uses (agricultural) while still maintaining compatibility with the future use of R 1/2 in the adjacent parcels.

12. Are any of the additional factors for consideration applicable (12-106-14)? If yes, which ones?

Explain:

Yes.

2. The MPC provides equal or greater protection to lands than would occur with conventional zoning through the preservation of existing ag land and creation of open space.
4. Promotes efficient land use by allowing housing at densities that are appropriate for the area, blending neighboring parcels from high to low density in an attractive and desirable way.
5. The MPC provides greater opportunities for alternative modes of transportation including walking and bicycling due to the creation of several thousand feet of walking trails that would not be required under R ½ zone.

13. Police, Fire, Engineering, and Public Works departments have all reviewed the plans. List any concerns.

I will have to update with any of their comments after their review, as I am submitting this worksheet alongside our submission.

Evidence of Water Rights to Convey:

The water rights contained within the well located on parcel 02-052-0002, shown below, will transfer as part of the sale of parcel 02-052-0002 as demonstrated by the included PSA. The relevant sections are highlighted on page 4 and 15 of the agreement.

Water Right	Beneficial Use Amt	Duty Factor	Acre/Ft
<u>29-242</u>	3.64	4	14.56
<u>29-243</u>	6.69	4	26.76
<u>29-784</u>	4.62	4	18.48
Total	14.95	4	59.8

Printouts of the Water Right Details for each of the associated rights within the on-site well are appended to the back of this document.

Conversation with the Utah Division of Water Rights provided the calculation for how many Acre/Ft of water is associated with the included rights. We control 59.8 acre/ft of water, exceeding that of the requirements. We are prepared to convey 17.63 water rights to the City of Willard when necessary.

Calculation of Water Rights Needed

Chris Breinholt and Zac Burk of Jones & Associates provided a detailed overview of the calculation of necessary water rights on a Zoom Meeting held on December 19, 2024:

Our project contains 50 ERUs and we need 0.818 rights unit, or 40.90.

However, we get a development credit of 1.018 rights for every acre developed. Since we intend to dedicate 1.97 acres of open space to Willard, the acreage eligible for the credit is calculated as 24.83 total acres, minus dedication of 1.97 acres, which equals 22.86 acres.

22.86 acres x 1.018 shares = development credit of 23.27 rights

40.90 total impact minus 23.27 credit = Total water rights needed as 17.63

<u>Total Impact Calculation</u>				
ERUs		Rights / ERU		Total Impact
50.00	x	0.82	=	40.900
<u>Credit Calculation</u>				
Total Acreage		Dedicated Open Space Acres Eligible for Credit		
24.83	-	1.97	=	22.86
Acres Eligible for Credit		Credit / Acre		Total Credit
22.86	x	1.018	=	23.27
<u>Total Rights Needed Calculation</u>				
Impact		Credit		Total Rights Needed
40.90		23.27	=	17.63

Water Right Details for 29-242

Utah Division of Water Rights

1/15/2025 6:34 PM

(WARNING: Water Rights makes NO claims as to the accuracy of this data.)

Water Right: 29-242

Application/Claim: U2778

Certificate:

Owners:

Name: Lewis and Ruth Harding
Address: 106 South Main P.O. Box 292
Willard UT 84340

Interest: 100%

Remarks: joint tenants

General:

Type of Right: Adjudication Decree

Source of Info.: Proposed Determination

Status: Water User's Claim

Quantity of Water: 0.176 CFS

Source: Underground Water Well

County: Box Elder

Common Description: Willard

Proposed Det. Book: 29-2

Map:

Pub. Date: 07/03/2006

Land Owned by Appl.:

County Tax Id#:

Dates:

Filing:

Filed: 01/30/1936

Priority: / /1898

Decree/Class:

Advertising:

Publication Began:

Publication End:

Newspaper:

Protest End Date:

Protested: Not Protested

Hearing Held:

Approval:

State Eng. Action:

Action Date:

Recon. Req. Date:

Recon. Req Type:

Certification:

Proof Due Date:

Extension Filed Date:

Election or Proof:

Election/Proof Date:

Cert./WUC Date:

Lapsed, Etc. Date:

Lap. Ltr. Date:

Wells:

Prov. Well Date:

Most Recent Well Renovate/Replace Date: 07/02/1993

Points of Diversion:

Points of Diversion - Underground:

(1) S 2560 ft. E 767 ft. from NW corner, Sec 26 T 8N R 2W SLBM

Well Diameter: 8 in.

Depth: 298 to ft.

Year Drilled: 1993

Well Log:

Well Id#:

Elevation:

UTM: 412989.041, 4583827.261 (NAD83)

Source/Cmnt:

Water Uses:

Water Uses - Group Number: 26912

Water Rights Appurtenant to the following use(s):

29-242(WUC), 29-243(WUC), 29-784(WUC),

Water Use Types:																	
Irrigation-Beneficial Use Amount: 3.64 acres Group Total: 14.95 Period of Use: 04/01 to 10/31																	
Place of Use (which includes all or part of the following legal subdivisions):																	
	North West				North East				South West				South East				Section
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	Totals
Sec 26 T 8N R 2W SLBM			1.75						13.2								14.95
Group Acreage Total :																14.95	

Place of Use Stock:																	
	North West				North East				South West				South East				
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	
Sec 26 T 8N R 2W SLBM			X						X								

Use Totals:																	
Irrigation sole-supply total: 3.64 acres for a group total of: 14.95 acres																	

Other Comments:																	
Flow: Flows under Water User Claims 242,243,784 are combined in an 8-inch replacement well drilled in 1993 to a depth of 298 feet.																	

Water Right Details for 29-243

Utah Division of Water Rights

1/15/2025 6:35 PM

(WARNING: Water Rights makes NO claims as to the accuracy of this data.)

Water Right: 29-243

Application/Claim: U2779

Certificate:

Owners:

Name: Lewis and Ruth Harding
Address: 106 South Main P.O. Box 292
Willard UT 84340

Interest: 100%

Remarks: Joint Tenants

General:

Type of Right: Adjudication Decree

Source of Info.: Proposed Determination

Status: Water User's Claim

Quantity of Water: 0.323 CFS

Source: Underground Water Well

County: Box Elder

Common Description: Willard

Proposed Det. Book: 29-2

Map:

Pub. Date: 07/03/2006

Land Owned by Appl.:

County Tax Id#:

Dates:

Filing:

Filed: 01/30/1936

Priority: / /1912

Decree/Class:

Advertising:

Publication Began:

Publication End:

Newspaper:

Protest End Date:

Protested: Not Protested

Hearing Held:

Approval:

State Eng. Action:

Action Date:

Recon. Req. Date:

Recon. Req Type:

Certification:

Proof Due Date:

Extension Filed Date:

Election or Proof:

Election/Proof Date:

Cert./WUC Date:

Lapsed, Etc. Date:

Lap. Ltr. Date:

Wells:

Prov. Well Date:

Most Recent Well Renovate/Replace Date: 07/02/1993

Points of Diversion:

Points of Diversion - Underground:

(1) S 2560 ft. E 767 ft. from NW corner, Sec 26 T 8N R 2W SLBM

Well Diameter: 8 in.

Depth: 298 to ft.

Year Drilled: 1993

Well Log:

Well Id#:

Elevation:

UTM: 412989.041, 4583827.261 (NAD83)

Source/Cmnt: Original well replaced

Points of Diversion - Abandoned:

(1) S 2486 ft. E 745 ft. from NW corner, Sec 26 T 8N R 2W SLBM

Well Diameter: 4 in.

Depth: 118 to ft.

Year Drilled:

Well Log:

Well Id#: 4667

Elevation:

UTM: 412982.335, 4583849.816 (NAD83)

Source/Cmnt:

Water Uses:

Water Uses - Group Number: 26912

Water Rights Appurtenant to the following use(s):

29-242(WUC), 29-243(WUC), 29-784(WUC),

Water Use Types:

Irrigation-Beneficial Use Amount: 6.69 acres

Group Total: 14.95

Period of Use: 04/01 to 10/31

Place of Use (which includes all or part of the following legal subdivisions):

	North West				North East				South West				South East				Section
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	Totals
Sec 26 T 8N R 2W SLBM			1.75						13.2								14.95
Group Acreage Total :																	14.95

Use Totals:

Irrigation sole-supply total: 6.69 acres

for a group total of: 14.95 acres

Other Comments:

Flow: Flows under Water User Claims 242,243,784 are combined in an 8-inch replacement well drilled in 1993 to a depth of 298 feet.

Water Right Details for 29-784

Utah Division of Water Rights

1/15/2025 6:35 PM

(WARNING: Water Rights makes NO claims as to the accuracy of this data.)

Water Right: 29-784

Application/Claim: U19359

Certificate:

Owners:

Name: Lewis and Ruth Harding
Address: 106 South Main PO Box 292
Willard UT 84340

Interest: 100%

Remarks: Joint Tenants

General:

Type of Right: Adjudication Decree
Quantity of Water: 0.223 CFS

Source of Info.: Proposed Determination

Status: Water User's Claim

Source: Underground Water Well
County: Box Elder

Common Description: Willard

Proposed Det. Book: 29-2

Map:

Pub. Date: 07/03/2006

Land Owned by Appl.:

County Tax Id#:

Dates:

Filing:

Filed: 03/21/1940

Priority: / /1932

Decree/Class:

Advertising:

Publication Began:

Publication End:

Newspaper:

Protest End Date:

Protested: Not Protested

Hearing Held:

Approval:

State Eng. Action:

Action Date:

Recon. Req. Date:

Recon. Req Type:

Certification:

Proof Due Date:

Extension Filed Date:

Election or Proof:

Election/Proof Date:

Cert./WUC Date:

Lapsed, Etc. Date:

Lap. Ltr. Date:

Wells:

Prov. Well Date:

Most Recent Well Renovate/Replace Date: 07/02/1993

Points of Diversion:

Points of Diversion - Underground:

(1) S 2560 ft. E 767 ft. from NW corner, Sec 26 T 8N R 2W SLBM

Well Diameter: 8 in.

Depth: 298 to ft.

Year Drilled: 1993

Well Log:

Well Id#:

Elevation:

UTM: 412989.041, 4583827.261 (NAD83)

Source/Cmnt:

Water Uses:

Water Uses - Group Number: 26912

Water Rights Appurtenant to the following use(s):

29-242(WUC), 29-243(WUC), 29-784(WUC),

Water Use Types:**Irrigation**-Beneficial Use Amount: 4.62 acres Group Total: 14.95

Period of Use: 04/01 to 10/31

Place of Use (which includes all or part of the following legal subdivisions):

	North West				North East				South West				South East				Section
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	Totals
Sec 26 T 8N R 2W SLBM			1.75						13.2								14.95
Group Acreage Total :																	14.95

Use Totals:

Irrigation sole-supply total: 4.62 acres

for a group total of: 14.95 acres

Other Comments:

Flow: Flows under Water User Claims 242,243,784 are combined in an 8-inch replacement well drilled in 1993 to a depth of 298 feet.

This well ran for about two years. Then an earthquake struck and the well was shut up. I then drove a pipe down 162 ft. but there was no artesian water. I bought a small gasoline engine and an air compressor and I could pump out 100 gallons per minute. But the next spring, the well commenced flowing and has been flowing ever since. It has been measured two or three times by some of the Engineers and in June it flowed at 100 gallons per minute. Of course in the winter time it is only about 35 gallons. I make use of the well all summer long on different parts of my place.



PURCHASE AND SALE AGREEMENT FOR COMMERCIAL REAL ESTATE

This is a legally binding contract. This form has been prepared by counsel for the Utah CCIM Chapter. Parties to this Purchase and Sale Agreement for Commercial Real Estate (the "PSA") may agree, in writing, to alter or delete provisions of this PSA. All such changes should be reflected in an Addendum. The body of this PSA should not be modified. Seek advice from your attorney and tax advisor before entering into a binding contract.

FUNDAMENTAL TERMS OF OFFER TO PURCHASE UNIMPROVED LAND

"REFERENCE DATE": 28th day of September, 2024

"SELLER": HARDING LYNETTE (TTEE); HARDING WAYNE L (TTEE) RUTH E HARDING FAMILY TRUST

With Notices to be given at: Street Address brekanderson1@gmail.com
City, State, Zip Code
Fax, Email

"BUYER": White Rock Acquisition, LLC

With Notices to be given at: Street Address kyle.white@whiterockre.com
City, State, Zip Code
Fax, Email

"PROPERTY": Name/General Description:

Address: Approximately 200 West 500 South

City: Willard County: Box Elder Utah, Zip: 84340

County Tax Parcel #: 02-052-0002

Source of legal description (check applicable box):

☒ TITLE COMMITMENT (See Section 8(a))

☐ SURVEY (See Survey Addendum, if applicable)

The Property also includes certain rights and interests described in Section 2.

"DEED": ☒ General Warranty Deed ☐ Special Warranty Deed ☐ Other "TITLE

POLICY": ☒ Standard Coverage ☐ Extended Coverage

"PURCHASE PRICE": \$2,000,000

"EARNEST MONEY DEPOSIT": \$\$18,720 in the form of: ☐ Wire Transfer ☐ Buyer's Check to be deposited with ☐ Buyer's Brokerage ☒ Title Company/Escrow Agent ☐ Other. Buyer agrees to deliver the Earnest Money Deposit no later than five (5) Business Days after Acceptance (as defined in Section 23). The Brokerage or Other depository shall deposit the Earnest Money into the Real Estate Trust Account no later than five (5) Business Days from receipt.

"SELLER DISCLOSURE DEADLINE": (Date) 10/14/2024

"DUE DILIGENCE DEADLINE": (Date) 02/28/2025

"SETTLEMENT DEADLINE": (Date) See ADDENDUM #1

"SELLER'S AGENT / BROKERAGE": Harper Brek Anderson/Equity Real Estate

"BUYER'S AGENT / BROKERAGE": N/A

"TITLE COMPANY/ESCROW AGENT": US Title/Wendy Whitfield

Old
Republic

Micheal
Hendry

"MEDIATION": Seller and Buyer ☒ DO ☐ DO NOT elect to mediate in accordance with the provisions of Section 15.

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ADDITIONAL TERMS: There ☒ ARE ☐ ARE NOT addenda to this PSA containing additional terms. If there are, the terms of the following (each, an "Addendum" or collectively, the "Addenda") are incorporated into this PSA by this reference:

☐ Seller Financing ☐ Financing Contingency ☐ ALTA Survey ☐ Assumption of Financing ☒ Other Addendum

OFFER TO PURCHASE

1. OFFER TO PURCHASE. Buyer offers to purchase the Property from Seller for the Purchase Price and otherwise upon the terms and subject to the conditions set forth in this PSA. Certain capitalized terms used in this PSA are defined in Section 27.
2. PROPERTY. Unless excluded by another provision of this PSA or an Addendum or Counteroffer, the Property includes: (a)

all non-trade fixtures presently attached to the Property; (b) all personal property owned by Seller and used primarily in connection with the Property; (c) Seller's right, if any, in any names or trademarks under which the Property is operated, but not including the generic name or trademarks of Seller; (d) all rights and easements appurtenant to the Property; and (e) all water rights and/or water shares, if any, that are the source for culinary or secondary water used in connection with the Property.

3. PAYMENT OF PURCHASE PRICE. Unless the Loan Assumption Addendum or the Seller Financing Addendum is part of this PSA, the Purchase Price and all other sums shall be paid by federal funds wire transfer or other collected funds at the Closing.

4. SETTLEMENT AND CLOSING. Settlement shall take place on the Settlement Deadline or on another date upon which the Parties agree in writing.

4.1 Settlement. "Settlement" shall be deemed to have occurred only when all of the following have been fully completed: (a) Buyer and Seller have signed and delivered to the Escrow Agent all documents required by this PSA, by any lender, or by Applicable Law; (b) any monies required to be paid by Buyer under this PSA (except for the proceeds of any new loan) have been delivered by Buyer to the Escrow Agent; and (c) any monies required to be paid by Seller under this PSA have been delivered by Seller to the Escrow Agent. Seller and Buyer shall each pay one-half (1/2) of the fee charged by the Escrow Agent for its services in the Settlement and Closing. Taxes and assessments for the current year, collected rents, association dues, utilities and charges accrued under contracts relating to the Property and assumed by Buyer, operating expenses relating to the Property and interest on any assumed obligations shall be prorated as of 11:59 p.m. on the day prior to Settlement unless otherwise agreed to in a settlement statement or other writing executed by the Parties. Tenant deposits (including, but not limited to, security deposits and prepaid rents) shall be paid or credited by Seller to Buyer at Settlement.

4.2 Closing. "Closing" means consummation of the transaction contemplated by this PSA and shall be deemed to have occurred only when: (a) Settlement has occurred; (b) the proceeds of any new loan have been delivered by the lender to the Escrow Agent; and (c) the applicable Closing documents have been recorded in the Official Records of the County Recorder of the County in which the Property is located. If a lender is funding a portion of the Purchase Price, loan proceeds must be delivered to Escrow Agent not later than the end of the fifth (5th) Business Day following completion of Settlement or Buyer shall be in default.

5. POSSESSION. Seller shall deliver physical possession of the Property to Buyer within twenty-four (24) hours following Closing or at such other date and time as is specified in an Addendum.

6. CONFIRMATION OF BROKERAGE FEES AND AGENCY DISCLOSURE. Buyer and Seller each acknowledge prior receipt of written agency disclosure provided by their respective Agents that has disclosed the agency relationships that are confirmed in the Fundamental Terms. Buyer and Seller further acknowledge that brokerage fees due as a result of this transaction are being paid based upon the terms of a separate written agreement. If an Agent or Brokerage represents both Seller and Buyer, then he, she or it shall constitute a "Limited Agent", as defined in applicable regulations of the Utah Division of Real Estate.

7. DEED AND TITLE INSURANCE.

7.1 Deed. Seller will convey title to Buyer at Closing by statutory form of Deed specified in the Fundamental Terms. Buyer agrees to accept title to the Property subject to: (a) the Permitted Exceptions (defined below); (b) any lease or property management agreement timely disclosed to Buyer pursuant to Section 8 below and not objected to by Buyer prior to the Due Diligence Deadline; and (c) any title exception arising by, through or under Buyer.

7.2 Title Policy. At Settlement, Seller agrees to pay for the Title Policy specified in the Fundamental Terms, in the amount of the Purchase Price insuring title to the Property to Buyer subject only to the Permitted Exceptions (the "Title Policy"). Buyer, at its sole option, cost and expense, may elect to obtain additional coverage or additional specific endorsements.

8. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline, Seller shall provide to Buyer the following to the extent they are within the possession or control of Seller and at Seller's sole cost and expense (the "Seller Disclosures"): (a) a title commitment (the "Title Commitment") from a title company selected by Seller (the "Title Company"), together with a copy of each instrument, agreement or document listed as an exception to title in such Title Commitment; (b) Seller property condition disclosure for the Property signed and dated by Seller;

- (c) a true and correct copy of all leases, management agreements and contracts affecting the Property;
- (d) all copies in Seller's possession of studies and/or reports which have previously been performed in connection with or for the Property, including without limitation, environmental reports, soils studies, seismic studies, physical inspection

reports, site plans and surveys, and identification of such studies of which Seller is aware but that are not in Seller's possession;

(e) all copies of written notices relating to a violation of Applicable Law including, without limitation, Environmental Law and laws relating to land use, zoning or compliance with building codes;

(f) evidence of any water rights and/or water shares used in connection with the Property; and

(g) all other documents described as Seller's Disclosures in any Addenda or Counteroffers to this PSA. (h) a true and correct copy of all leases and rental agreements now in effect with regard to the Property (the "Leases"); and,

(i) operating statements of the Property for its last three full fiscal years of operation plus the current fiscal year through the last day of the month prior to the Effective Date, certified as correct and complete by the Seller or by an independent certified public accountant (the "Operating Statements").

9. BUYER'S DUE DILIGENCE AND RIGHT TO CANCEL. No later than the Due Diligence Deadline, Buyer, at its sole cost and expense, shall: (a) conduct such Due Diligence as it deems necessary and appropriate; and (b) determine if the results of its Due Diligence are acceptable. The Due Diligence Deadline is subject to extension as set forth in any Addendum attached hereto. If, prior to Closing, the Title Company issues a supplemental or amended title report showing additional title exceptions (the "Amended Title Commitment "), Due Diligence Deadline shall be extended five (5) Business Days from the date of Buyer's receipt of such Amended Title Commitment.

9.1 Title and Survey Matters. In conducting its due diligence prior to the Due Diligence Deadline, Buyer may review the Title Commitment, Survey and all other Seller Disclosures as referenced in Section 8. Seller agrees to cooperate with Buyer in connection with Buyer's Due Diligence investigation by providing additional information or documentation reasonably requested by Buyer.

(a) Removal of Monetary Liens. Notwithstanding anything in this PSA to the contrary, unless specifically set forth in an Addendum or Counteroffer, Seller covenants and agrees that all Monetary Liens shall be removed by Seller at Closing or insured against by the Title Insurer at Seller's sole cost and expense, regardless of whether Buyer has objected to such Monetary Lien(s). This provision will survive Closing.

(b) Permitted Exceptions. Those matters reflected in the Title Commitment to which Buyer does not object or agrees to waive following objection; provided however that Permitted Exceptions does not include (i) delinquent taxes or assessments, or (ii) deeds of trust, mortgages, judgment liens, mechanics' liens, materialmen's liens, and other liens or monetary encumbrances placed on or against the Property.

9.2 Inspection. In conducting its Due Diligence prior to the Due Diligence Deadline, and at any time thereafter until Settlement, Buyer may, upon reasonable notice and at reasonable times, conduct inspections, appraisals and for tests on the Property. Buyer shall enter to conduct such inspections and tests on the Property only during reasonable hours and with reasonable prior notice to Seller. Seller shall have the right to accompany Buyer and any of its agents on the Property at all times. All inspections and tests shall be conducted in a manner that does not unreasonably disrupt the activities and business of Seller and its tenants, and Buyer shall indemnify, hold harmless and defend Seller, its tenants and their employees, invitees and guests from and against any and all liabilities, claims, actions or damages (including reasonable attorneys' fees and court costs) which arise from, are caused by, or are in any manner connected with Buyer's Due Diligence and caused by or arising from the actions of Buyer, including, without limitation, claims for payment for inspection services, claims for mechanic's liens, claims for physical damage to the Property and claims arising from personal injury.

9.3 Buyer's Right to Cancel or Resolve Objections.

(a) Right to Cancel or Object. If Buyer, in Buyer's sole discretion, determines that the results of the Buyer's Due Diligence are not acceptable, then, not later than the Due Diligence Deadline, Buyer shall either: (a) cancel this PSA by providing written notice to Seller, in which event the Earnest Money Deposit shall be released to Buyer; or (b) provide to Seller one or more written notices setting forth Buyer's objections in reasonable detail (the "Objections").

(b) Failure to Respond. If Buyer does not timely take either of the actions described in Section 9.3, then the results of the Buyer's Due Diligence shall be deemed approved by Buyer, all Objections which Buyer could have asserted shall be deemed waived by Buyer and, unless another condition or contingency set forth in an Addendum or Counteroffer remains unsatisfied, the Earnest Money Deposit shall become nonrefundable except in the event of Seller's default.

(c) Response by Seller. If Buyer timely provides Objections to Seller, Buyer and Seller shall have five (5) Business Days after Seller's receipt of the Objections (the "Response Period") in which to agree in writing upon the manner of resolving the Objections. Seller may, but shall not be required to, resolve the Objections. If Buyer and Seller have not agreed in writing upon the manner of resolving the Objections prior to the expiration of the Response Period, Buyer may cancel this PSA by delivering written notice to Seller not later than five (5) Business Days after the end of the Response Period (the "Termination Date "); whereupon the Earnest Money Deposit shall be released to Buyer and neither Party shall have any further rights, obligations or liabilities under this PSA except as expressly set forth herein. If this PSA is not canceled by Buyer under this Section, the Objections shall be deemed waived by Buyer and the Earnest Money Deposit shall become nonrefundable except upon Seller's default. If the Response Period extends past the Settlement

Deadline, the Settlement Deadline shall be extended to the date that is five (5) Business Days following the extended Termination Date. If the Termination Date extends past the Settlement Deadline, the Settlement Deadline shall be extended to the date that is five (5) Business Days following such Termination Date.

9.4 Estoppel Certificates. For a Commercial Property involving commercial leases, Seller shall deliver to Buyer, not less than five (5) Business Days prior to the Closing Date, in form reasonably required by Buyer or its secured lender, or in the form required by the applicable Leases, executed estoppel agreements from all tenants of the Property except as set forth in an Addendum attached hereto. If Seller cannot cause the required tenants to execute estoppel agreements in a form reasonably acceptable to Buyer and to Buyer's lender at least five (5) Business Days prior to the Settlement Date, Buyer may, at its sole discretion, extend the Settlement Deadline for up to thirty (30) Business Days to allow Seller additional time to obtain the required estoppel certificates. If Seller does not obtain the required estoppel agreements, Buyer may terminate the PSA by written notice to Seller, in which event the Earnest Money Deposit shall be returned to Buyer, and no Party shall have any further rights, obligations, or liabilities under the PSA except as expressly set forth in the PSA. If Buyer does not timely terminate the PSA, then Buyer shall be deemed to have waived the provisions of this Section.

10. SELLER REPRESENTATIONS AND WARRANTIES. Seller represents and warrants that the following statements are true and complete as of the Effective Date and shall be true and complete as of the Settlement and Closing. The following representations and warranties shall survive the date of Closing for one (1) year, and shall terminate and be null and void if or to the extent a legal action has not been filed in a court of competent jurisdiction prior to the expiration of such one (1) year period:

- (a) there is no action, suit, administrative proceeding or other proceeding pending in any court or before any arbitrator of any kind or before or by any governmental body or, to Seller's knowledge, threatened against Seller and/or the Property which may adversely affect the transaction contemplated by this PSA;
- (b) all work which has been or will be performed in, on or about the Property, or materials furnished to the Property which might in any circumstances give rise to a mechanic's or materialman's lien (other than relating to work performed by Buyer), will be paid and all necessary waivers of rights to a mechanic's or materialman's lien for such work will be obtained;
- (c) Seller has not received any written notice or citation indicating that the Property is in material violation of Applicable Law;
- (d) to Seller's knowledge, the consummation of the transactions contemplated by this PSA and the compliance by Seller with the terms of this PSA do not and will not conflict with or result in a material breach of any of the terms or provisions of any agreement, arrangement, undertaking, accord, document, or instrument to which Seller is a party or by which Seller or the Property is bound;
- (e) Seller is not a "foreign person" as that term is defined in Code Section 1445 and shall deposit with Escrow Agent at or prior to Settlement, an affidavit in such form as may be required by the U.S. Internal Revenue Service, setting forth Seller's full name, address and taxpayer identification number and stating under penalty of perjury that Seller is not a "foreign person" as so defined;
- (f) except as set forth in writing upon delivery and to Seller's knowledge, all copies Seller provides to Buyer under Section 8 above are true and correct copies of the originals or copies within Seller's possession;
- (g) except as set forth in this Section, there are no leases, use agreements or similar agreements in effect with respect to the Property giving any third party the right to possession of the Property;
- (h) to the Knowledge of Seller, the Property is in compliance with all Applicable Law;
- (i) to the Knowledge of Seller and except as disclosed by environmental reports provided to Buyer, no Hazardous Material is present in, on or under the Property or any nearby real property which could migrate to the Property. Seller has not used the Property or any part thereof, and to its Knowledge no other Person has used the Property or any part thereof, for the production, processing, manufacture, generation, treatment, handling, storage, transportation or disposal of Hazardous Material while the Property has been owned by Seller;
- (j) except as disclosed by Seller in writing: (i) the Leases provided will be accurate and complete; (ii) the Leases are in full force and effect and all rent is accruing without offset or deduction; (iii) there are no Persons leasing or, to the Knowledge of Seller, occupying the Property except the tenants described in the Leases; (iv) the Leases have not been amended or modified; (v) no monthly rent has been paid more than one (1) month in advance and no security deposit or prepaid rent has been paid; (vi) no tenant is entitled to interest on any security deposit; (vii) the tenants have accepted possession of their respective premises and all improvements and construction required to be performed by the landlord under the Leases have been completed; (viii) no event has occurred and no condition now exists which, with or without notice or the passage of time, or both, would constitute a material breach or a default by the landlord or, to the Knowledge of Seller, by any tenant; (ix) no money is owed or will become owing to any tenant for improvements or otherwise under the Leases; and (x) there are no leasing commissions or other commissions, fees or compensation presently owed or which will become due and payable under any of the Leases or which could become due and payable in the future upon the exercise of any right or option contained in any of the Leases; and,
- (k) the Operating Statements delivered to Buyer are correct and complete in all material respects and accurately show and fairly present all income and expenses of the Property for the periods indicated in all material respects, subject to customary and consistent year-end adjustments.

11. NO OTHER REPRESENTATIONS AND WARRANTIES. Except as expressly set forth in this PSA or in an Addendum or Counteroffer: (a) Buyer is purchasing the Property, and the Property shall be conveyed and transferred to Buyer, "AS IS,

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WHERE IS, AND WITH ALL FAULTS " and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature or type whatsoever from or on behalf of Seller; and (b) Seller has not, does not and will not, with respect to the Property, make any warranties or representations, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition or merchantability, or with respect to the value, profitability, developability or marketability of the Property.

12. CHANGES PENDING CLOSING. Between the Effective Date and the date of Closing, and except as and to the extent otherwise permitted by an Addendum hereto, Seller shall:

- (i) comply with all Applicable Law;
- (ii) continue and maintain all current casualty and liability insurance policies on the Property;
- (iii) manage, operate, maintain and repair the Property in the ordinary course of business in accordance with sound property management practice and in good repair and working order and condition; and,
- (iv) keep in force property insurance covering all buildings, structures, improvements, machinery, fixtures and equipment included in the Property insuring against all risks of physical loss or damage, subject to standard exclusions, in an amount equal to the actual replacement cost (without deduction for depreciation) of such buildings, structures, improvements, machinery, fixtures and equipment.

During such period Seller shall not:

- (i) create or suffer to be created any further Monetary Lien against the Property;
- (ii) make any substantial alterations or improvements to the Property; or,
- (iii) except for the usage and storage of normal and customary amounts of Hazardous Material found in cleaning and maintenance supplies stored and used in compliance with Environmental Law, shall not use, produce, process, manufacture, generate, treat, handle, store, release or dispose of any Hazardous Material in, on or under the Property.

12.1 Leasing Matters. Between the effective Date and the date of Closing, and except as and to the extent otherwise permitted by an addendum hereto. Seller shall provide Buyer with copies of any and all proposed Leases, Lease renewals, Lease modifications and Lease amendments which Seller proposes to execute. Buyer shall have no approval rights with respect to proposed Leases, Lease renewals, Lease modifications and Lease amendments until after the Due Diligence Deadline. From and after the Due Diligence Deadline, Seller will not enter into any new Lease relating to the Property, or any renewal, modification or amendment of any currently existing Leases, without first obtaining Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Unless the Parties otherwise agree in writing; any brokerage commission payable with respect to a new Lease, a Lease modification and/or Lease amendment executed after the Due Diligence Deadline shall be paid by Buyer; and all tenant improvements required under any Lease (and/or Lease modification and/or amendments) executed after the Due Diligence Deadline shall be completed at Buyer's sole cost and expense.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a legal entity rather than an individual, each Person executing and delivering this PSA or any Addendum or Counteroffer for it unconditionally and irrevocably warrants his or her authority to do so and to bind Buyer or Seller. Each of Seller and Buyer further warrant that the execution and delivery of this PSA by it has been duly and validly authorized, and all requisite actions have been taken to make this PSA valid, binding and enforceable upon it.

14. COMPLETE CONTRACT. This PSA together with any attached Addendum and Counteroffer, exhibit, and Seller Disclosures, constitutes the entire agreement between the Parties regarding the purchase and sale of the Property and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the Parties. This PSA cannot be changed except by written agreement of the Parties. Subject to the limitations on assignment expressly set forth in any Addendum or Counteroffer, this PSA shall inure to the benefit of and be binding on the Parties hereto and their respective heirs, legal representatives, successors and assigns.

15. MEDIATION. If the Parties have elected to mediate by checking the appropriate box in the Fundamental Terms, any dispute relating to this PSA that arises prior to or after Closing shall first be submitted to mediation. Mediation is a process in which the

Parties meet with an impartial Person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The Parties to the dispute must agree in writing before any settlement is binding. The Parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved thirty (30) days from the date written notice requesting mediation is sent by one Party to all other Parties. If mediation fails, the other procedures, rights and remedies available to the Parties under this PSA shall apply. Nothing in this Section shall prohibit any Party from seeking emergency equitable relief

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pending mediation including, without limitation, an injunction.

16. **DEFAULT.** In the event of a default by Buyer, Seller shall be entitled, as Seller's sole and exclusive remedy, to terminate this PSA by written notice to Buyer, in which event the Earnest Money Deposit shall be paid to Seller as liquidated damages. In the event of a default by Seller, Buyer shall be entitled, at its option: (a) to terminate this PSA by written notice to Seller, in which event the Earnest Money Deposit shall be returned to Buyer and Buyer shall be entitled to and agrees to accept from Seller, a sum equal to the Earnest Money Deposit as liquidated damages; (b) to enforce Seller's obligations under this PSA by a suit for specific performance; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. Upon termination of this PSA by either Party, no Party shall have any further rights, obligations, or liabilities hereunder except as expressly set forth in this PSA. The Parties acknowledge and agree that the actual damages upon default are uncertain in amount and difficult to ascertain, and that the amount of liquidated damages specified in this Section was reasonably determined.

17. **ATTORNEYS' FEES AND COSTS.** In the event of litigation or binding arbitration arising out of this PSA, the prevailing Party shall be entitled to costs and reasonable attorneys' fees. Attorneys' fees shall not be awarded for participation in mediation under Section 15.

18. **NOTICES.** All notices required under this PSA must be: (a) in writing; (b) signed by the Party giving notice; and (c) received by the other Party, the other Party's Agent or the other Party's Brokerage no later than the applicable date referenced in this PSA. Notices may be hand delivered, faxed, emailed, delivered by certified mail, return receipt requested or by a national overnight courier service such as, but not limited to, Federal Express. If a notice is sent by electronic transmission, the burden of proving receipt will be on the sender.

19. **ABROGATION.** Except for the provisions of Sections 5, 7, 9.2, 14, and 15 and any other provisions of this PSA which expressly survive the termination of this PSA, the provisions of this PSA shall not be enforceable after Closing.

20. **RISK OF LOSS; EMINENT DOMAIN.** All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until Closing. In the event of any destruction exceeding five percent (5%) of the Purchase Price or any taking or commencement of a taking by any governmental agency of a material portion of the Property, Buyer may, at Buyer's sole discretion, terminate this PSA by written notice to Seller within ten (10) days of notice of the commencement of taking or event of destruction, in which event all the Earnest Money Deposit, together with any interest accrued thereon, shall be promptly refunded to Buyer. If Buyer does not terminate this PSA, the insurance or condemnation proceeds, or right to collect the same, shall be paid or assigned to Buyer at Closing.

21. **TIME IS OF THE ESSENCE.** Time is of the essence regarding the dates set forth in this PSA, and any extension of the time for performance of any obligation or satisfaction of any condition must be agreed to in writing by all Parties. Unless otherwise explicitly stated in this PSA: performance under this PSA which references a date shall absolutely be required by 5:00 P.M. Mountain Time on the stated date. Business Days shall be counted beginning on the day following the event which triggers the timing requirement (i.e., delivery of a specified notice, etc.). If the date for performance falls, or the deadline expires on a day which is not a Business Day, performance shall be required or the deadline shall expire on the next Business Day thereafter. Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and other Persons which are not Parties, except as otherwise agreed to in writing by such Persons.

22. **ELECTRONIC TRANSMISSION AND COUNTERPARTS.** Facsimile (fax) or Email transmissions of a signed copy of this PSA, any Addenda and Counteroffers thereto, and the retransmission of any signed fax or Email shall be the same as delivery of an original, subject to confirmation of receipt by the other party hereto. This PSA and any Addenda and Counteroffers thereto may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counteroffer where noted to indicate acceptance; and (b) delivers to the other Party or to the other Party's Agent or Brokerage written notice of acceptance of the offer or counteroffer by hand delivery, fax, email, delivery by certified mail, return receipt requested or by a national overnight courier service such as, but not limited to, Federal Express. The burden of proving delivery will be on the sender.

24. DEADLINES. Buyer and Seller agree that Seller Disclosure Deadline, the Due Diligence Deadline and Settlement Deadline are as set forth in the Fundamental Terms, as modified by any Addendum hereto.

25. TAX DEFERRED EXCHANGE. Each Party shall cooperate with the other Party in effecting a tax deferred exchange under the I.R.S. Code; provided however, that the other Party's cooperation shall be conditioned on the following: (a) the exchange will be at no additional liability and cost to the other Party; (b) the exchange will not delay Settlement or Closing; and (c) the other Party shall not be required to acquire title to any proposed exchange properties to accommodate an exchange. Except in cases of Default by a non-exchanging party, the exchanging Party hereby indemnifies and agrees to defend and hold the other Party harmless from and against any and all claims, demands, costs and expenses which the other Party may sustain or incur resulting from the attempt by the exchanging Party to consummate the sale or acquisition of the Property as a tax deferred

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exchange.

26. JOINT PREPARATION. The provisions of this PSA have been negotiated by all Parties hereto and should therefore not be interpreted or construed in favor of or with prejudice against any particular Party, but in accordance with the general tenor of the language used.

27. DEFINITIONS. Certain capitalized terms previously used in this PSA are defined above. In addition to those capitalized terms, the following capitalized terms shall have the following meanings:

"Agent" means Buyer's Agent or Seller's Agent, as applicable.

"Applicable Law" shall mean and include: any and all laws, rules, regulations or ordinances of any governmental authority having jurisdiction over a specified matter, as the same may be in effect from time to time, including, without limitation, any Environmental Law.

"Brokerage" means Buyer's Brokerage or Seller's Brokerage, as applicable.

"Business Day" shall mean any day other than a Saturday, Sunday, or legal holiday on which national banks in Utah are authorized by federal law to close.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

"Counteroffer" means a Counteroffer signed by the Party making the Counteroffer to this PSA, and which Counteroffer will be attached to this PSA as an addendum.

"Deed" means the form of Deed checked in the appropriate box on page 1 of this PSA in the Fundamental Terms.

"Due Diligence" means such investigations of and tests on or regarding the Property as Buyer deems necessary and appropriate.

"Effective Date" means the date both Seller and Buyer have executed this PSA and accepted Counteroffers and Addenda, as applicable.

"Environmental Law" shall mean any federal, state, or local law, statute, ordinance, rule, or regulation pertaining to health, industrial hygiene, or the environmental conditions on or under the Property, or relating to releases, discharges, emissions, or disposals from the Property to air, water, soil, or groundwater, or relating to the withdrawal or use of groundwater, or relating to the use, handling, or disposal of polychlorinated biphenyls, asbestos, or urea formaldehyde, or relating to the treatment, disposal, storage, or management of Hazardous Materials or relating to the transportation, storage, disposal, or management, including, without limitation, the Comprehensive Environmental Response Compensation, and Liability Act of 1980, as amended, and the Resource Conservation and Recovery Act of 1976, as amended, and all rules, and regulations, published pursuant thereto or promulgated thereunder.

"Fundamental Terms" means the Fundamental Terms of Offer to Purchase set forth on page 1 of this PSA as modified by an accepted Counteroffer or Addendum.

"Hazardous Material" shall mean and include, without limitation: (a) those substances included within the definitions of "hazardous substances" and "hazardous waste" in any Environmental Law; and (b) any material, waste, or substance which is or contains asbestos, polychlorinated biphenyls, petroleum and its derivative by-products, and other explosive or radioactive materials.

"Knowledge" means the actual knowledge of a Party and imposes a duty to investigate the applicable files and records

but without a duty of further inquiry. The knowledge of a specific person may be set forth in an Addendum if desired.

"Lease" shall have the meaning set forth in Section 8(h).

"Monetary Liens" means each of the following to the extent arising by, through or under Seller: judgment liens, mortgages, deeds of trust, mechanic's liens, pre-construction liens, liens that secure the payment of money or credit, and liens or charges for delinquent taxes.

"Operating Statements" shall have the meaning set forth in Section 8(i).

"Parties" means Seller and Buyer.

"Party" means Seller or Buyer.

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"Permitted Exception" has the meaning set forth in Section 9.1(b).

"Person" means any natural individual human, any legal entity, a trust or the trustees of a trust acting in such capacity.

"Reference Date" means the date set forth in the Fundamental Terms on which the offer was prepared.

"Title Commitment" means a commitment issued by the Title Insurer for the Title Policy insuring the Owner's title in the Property in the full amount of the Purchase Price.

"Title Policy" means a standard 2006 ALTA Owner's Policy of Title Insurance issued by the Title Insurer.

OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept and deliver an acceptance of this Offer by 5:00 P.M. Mountain Time on 10/01/2024, this Offer shall lapse, and the Buyer's Brokerage or Escrow Agent, as applicable, shall return the Earnest Money Deposit to Buyer.

If Buyer is an individual or individuals:

(Signature of Buyer) (Print Name of Buyer) (Date)

(Signature of Buyer) (Print Name of Buyer) (Date) If Buyer is an entity:

White Rock Acquisition LLC 10/11/2024
(Print Name of Entity) (Date)

Delaware, LLC
(State of Formation and Type of Entity)

By: [Signature]
(Signature of Authorized Signer)

Name: Kyle White
(Print Name of Authorized Signer)

Its: Authorized Person
(Print Position of Signer)

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ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☒ ACCEPTANCE OF OFFER TO PURCHASE: Seller accepts the foregoing offer on the terms and conditions specified above.

☐ COUNTEROFFER: Seller presents for Buyer's acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached Addendum No. .

☐ REJECTION

If Seller is an individual or individuals:

(Signature of Seller) (Print Name of Seller) (Date)

(Signature of Seller) (Print Name of Seller) (Date)

If Seller is an entity:

Ruth E Harding Trust
(Print Name of Entity) (Date)

Utah Trust
(State of Formation and Type of Entity)

By:

<i>Lynette Harding</i>	dotloop verified 09/30/24 9:13 PM PDT 481F-D4PS-FMLJ-R9L0
------------------------	---

<i>Wayne L Harding</i>	dotloop verified 09/30/24 9:55 PM MDT 6ADQ-DZYD-AKXQ-ND9G
------------------------	---

(Signature of Authorized Signer)

Name: Lynette Harding (TTEE) Wayne L Harding (TTEE)

(Print Name of Authorized Signer)

Its: _____ TTEE & TTEE _____

(Print Position of Signer)

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EARNEST MONEY RECEIPT
(to be used if requested by Buyer or Seller)

The Buyer's Brokerage or Escrow Agent, as applicable, acknowledges receipt of the Earnest Money Deposit in the amount of
\$ _____.

Name of Brokerage or Title Company) (Date) (Print

By: _____
(Signature above acknowledges receipt of Earnest Money Deposit)

Name: _____
(Print Name of Signer)

Its: _____
(Print Position of Signer)

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DOCUMENT RECEIPT

State law requires Brokerage or Agent to furnish Buyer and Seller with copies of this PSA bearing all signatures. This document should be made part of the closing documents and signed prior to Settlement. (Fill in applicable Section below.)

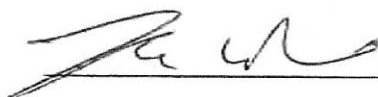
A. I acknowledge receipt of a final copy of the foregoing PSA bearing all signatures:

(Signature of Buyer's Authorized Signer) (Print Name of Authorized Signer) (Date) (Signature of Seller's

Authorized Signer) (Print Name of Authorized Signer) (Date)

B. I personally caused a final copy of the foregoing PSA bearing all signatures to be ☐ faxed ☒ Emailed ☐ mailed ☐ hand delivered on (Date), postage prepaid, to the ☐ Seller ☒ Buyer

10/1/2024
Sent/Delivered by (specify): Email, Kyle White
Agent (KW)



Kyle White

10/1/2024

(Signature) (Print Name of Signer) (Date)

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ADDENDUM/COUNTEROFFER NO. 1 TO PURCHASE AGREEMENT

ADDENDUM ☐ COUNTEROFFER ☒ to that PURCHASE AND SALE AGREEMENT FOR COMMERCIAL REAL ESTATE (the "PSA") with a Reference Date of 09/28/2024, including all other Addenda and Counteroffers thereto, between Buyer and Seller (as described in the Fundamental Terms) pertaining to the following Property:

All of parcel id: 02-052-0002 - approximately 200 West 500 South Willard, Utah 84340 The

following terms constitute an addendum (the "Addendum") to the specified terms in the PSA or identified Addendum.

The earnest money shall be deposited with Old Republic National Title Insurance at 5732 South 1475 East #100, South Ogden, UT 84403. Settlement shall take place with Michael Hendry, Old Republic Title.

The earnest money will be non-refundable within 120 days from signing the PSA unless submission to the city of Willard for preliminary plat approval has been submitted. If, as expected, a submission is made within 120 days, \$12,480 of the earnest money will be non-refundable 150 days after the effective date of the PSA/due diligence deadline. The remaining earnest money deposit is refundable until the purchaser's receipt of final plat approval from the city of Willard or three hundred (300) days from the signing of a PSA, whichever is sooner.

Closing shall occur within 30 days following the receipt of final plat approval from the city of Willard, with one 15-day extension option. To execute the extension option, the buyer must deposit an additional \$10,000 of non refundable earnest money with US Title.

Old Republic
Title

If available, within 15 days of signing the PSA, the seller shall deliver any environmental reports, most recent surveys, geotech, site plans, or other engineering reports to the purchaser.

The seller will provide the purchaser and its representatives with access to inspect the properties or perform due diligence within 24 hours' notice.

The seller and purchaser will each be responsible for 50% of all rollback taxes associated with the Greenbelt Tax Program.

Seller agrees that it and its representatives, affiliates, and employees will not directly or indirectly make, accept, negotiate, entertain, or otherwise pursue any offers to sell the property or to engage in any financing or other capital transaction regarding the property.

The terms of this PSA shall remain confidential between the purchaser, seller, and seller's representation.

The seller agrees to sign an Assignment of Interest Addendum for the purchaser if they choose to exercise that option.

The seller shall have the right to continue farming this parcel, and all monetary gain from these activities will go to the seller until the property transfers ownership.

The seller agrees to transfer all rights to the artesian well to the purchaser upon closing.

This contract is conditioned upon both the seller of this property performing and the seller of parcels 02-052-

0001 and 02-052-0005. If either seller defaults, it will be treated as a default in both contracts. Page 1 of 2 Seller's Initials

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he seller will not unreasonably restrict the buyer from pursuing entitlement and zoning changes on the seller's property. The seller agrees to provide input and permission where necessary for Willard City. The seller may need to provide power of attorney or owner authorization for elements of the entitlement process, which are not to be unreasonably upheld unless they are outside of the ordinary course of business relating to land entitlement efforts.

To the extent the provisions of this Addendum/Counteroffer modify or conflict with any provisions of the PSA or any other prior Addenda or Counteroffer, the provisions of this Addendum/Counteroffer shall control. All other provisions of the PSA and all other Addenda and Counteroffers not modified by this Addendum/Counteroffer shall remain in full force and effect; provided, however, that to the extent the provisions of any Addendum conflict with the provisions of any other Addendum, the Addendum most recently executed by all of the parties will control.

Buyer or Seller, as applicable, shall have until 5:00 P.M. Mountain Time on October 01, 2024 to accept or reject, and deliver, this Addendum.

Kyle White 10/01/24
(Signature of Authorized Signer) (Print Name of Authorized Signer) (Date) (Signature of Authorized

Signer) (Print Name of Authorized Signer) (Date)

ACCEPT / REJECTION / COUNTER OFFER


CHECK ONE

☒ ACCEPTANCE: ☒ Seller ☐ Buyer ACCEPTS the foregoing ADDENDUM.

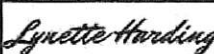
☐ COUNTER OFFER: ☐ Seller ☐ Buyer presents as a COUNTER OFFER the terms of attached Addendum No. ☐

REJECTION: ☐ Seller ☐ Buyer REJECTS the foregoing ADDENDUM.

(Signature of Authorized Signer) (Print Name of Authorized Signer) (Date) (Signature of Authorized


Signer) (Print Name of Authorized Signer) (Date)

dotloop verified
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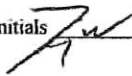

Signer) (Print Name of Authorized Signer) (Date)

dotloop verified
09/30/24 9:13 PM PDT
OSVY-HN7T-ETKV-JDX=

Form Approved 7/12/17

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Page 2 of 2 Seller's Initials  
dotloop verified dotloop verified

Buyer's Initials  Date 10/1/2024

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is entered into as of _____, 2025 (the “**Effective Date**”), by and between WILLARD CITY, a political subdivision of the State of Utah (the “**City**”) and KSA WILLARD LLC, a Utah limited liability company (“**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. The Property, as part of the City, was recently located in the City’s A-5 zone, but concurrently with the approval of this Agreement, the Property was rezoned to the City’s MPC zone.

C. The MPC Zone requires the submission of a Preliminary Site Plan, a zone description for the Zoning District, and a development agreement, all of which set forth the standards and regulations that guide development in the MPC Zone. The Project is depicted on the preliminary site plan attached hereto as Exhibit B.

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

E. 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 “Agreement” means this Agreement including all of its exhibits.

1.2.2 “Amenity” means an individual Private Amenity or Public Amenity.

1.2.3 “Amenities” means collectively the Private Amenities and Public Amenities identified on the Master Plan.

1.2.4 “Applicable Law” has the meaning set forth in Subsection 13.1.

1.2.5 “City” means Willard City, and includes, unless otherwise provided, any and all of the City’s agencies, departments, officials, employees or agents.

1.2.6 “City Code” means the Willard City Code, including the Land Use Code, in effect as of the Effective Date.

1.2.7 “City Council” means the city council of Willard City.

1.2.8 “Dwelling Units” means a structure or portion thereof designed and capable of daily residential occupancy.

1.2.9 “Effective Date” means the date set forth in the Preamble of this Agreement.

1.2.10 “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.

1.2.11 “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.

1.2.12 “Land Use Code” means the City’s land use ordinances in effect as of the Effective Date and described above in Recital 8.

1.2.13 “Lender” means one or more financial institutions or entities that loan money to Developer to enable Developer to develop the Project.

1.2.14 “Maximum Density” means the fifty (50) Dwelling Units that Developer may construct as part of the Project.

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

1.2.16 “Open Space” has the same meaning as City Code 24.01.060 and includes areas within the Project 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.

1.2.17 “Preliminary Plat” means the preliminary map or other geographical graphical representation of land prepared in accordance with Section 24.80.040.C.6 of the City Code.

1.2.18 “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.

1.2.19 “Project” means the development to be constructed by Developer on the Property as conceptually depicted on the Master Plan.

1.2.20 “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.

1.2.21 “Public Roads” means the public roads and rights of way depicted on the Master Plan located in the Project.

1.2.22 “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.

1.2.23 “Term” has the meaning set forth in Subsection 13.2 below.

1.2.24 “Zoning District” means the Master Planned Community Zone (“MPC Zone”) as depicted on Exhibit B.

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 Zoning Map Amendment.

2.2 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 thirty (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) 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 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 develop the Property in accordance with 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 the 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 under the Land Use Code or for a Final Plat application under Section 24.80.050 of the Land Use Code.

5.2 Building Permit. For each phase of the Project, 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 with 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, 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.

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.

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**”); provided, however, City acknowledges and agrees that in the event there are any existing dry and/or wet utilities within adjacent developments (“**Existing Infrastructure**”) that may be used by Developer for the Utilities required for the Project, Developer may use such Existing Infrastructure to the extent necessary and/or applicable in-lieu of constructing and installing the Utilities required for the Project. Developer shall pay for the construction and installation of all Utilities necessary for the Project. Notwithstanding the foregoing, prior to the City’s issuance of any building permits relating to the construction of sewer improvements on the Property, either of the following conditions shall have been first been satisfied: (i) the developer of the adjacent community known as “Deer Run” shall have substantially completed that certain sewer line contemplated to be constructed within the right-of-way known as 300 West and Parcel A of Deer Run as shown on the construction drawings for Deer Run Phase 2, Part 3, Phase 2, Part 4, and Phase 2, Part 5, or (ii) Developer shall have provided to the City another design of the sewer improvements and sewer connections to be constructed on the Property that is acceptable to the City and is otherwise adequate to serve Developer’s proposed development of the Property. 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.

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. A portion of the Open Space within the Project (i.e. Open Space 1, Open Space 2 and Open Space 3, each as depicted on the Preliminary Site Plan, and collectively, the “**Dedicated Open Space**”) shall be dedicated to the City (or other governmental authority) as a public park or trails system in accordance with City Code 24.24.030; provided, however, the Dedicated Open Space may be used for flood control purposes, including without limitation, as one or more stormwater detention basins. Declarant shall subject roughly three (3) acres of Open Space within the Project (i.e. Open Space 4 as depicted on the Preliminary Site Plan) to a perpetual agricultural conservation easement granted to the City (the “**Easement**”). The Easement shall reserve to Developer reasonable use rights commonly reserved to grantors of a conservation easement including, without limitation, (i) the right to engage in agricultural uses on the property

subject to the Easement, including but not limited to cultivating orchards, pastures and/or crops, including row crops, and allowing any current operations to remain in place, (ii) the right to construct a single-level structure up to roughly twenty feet by fifty feet by sixteen feet (20' x 50' x 16') in size for farm equipment storage, provided it shall not be used for vehicle storage, a bathroom or a residence (the "Shed"), and (iii) the right to use the property subject to the Easement for access and for the use, maintenance, repair and replacement of Utilities as set forth in Section 7.2 above. The Easement shall restrict future subdivision of the property subject to the Easement and any industrial or other developmental activity on such property (other than construction of the Shed), including the construction of Dwelling Units. The Developer shall be responsible for any maintenance of the Open Space and Amenities; provided, however, upon the dedication of the Dedicated Open Space to the City, the City shall be solely responsible for any maintenance of such Dedicated Open Space and Developer's maintenance obligations with respect to such dedicated areas shall terminate.

7.6 Street Light Details. Developer shall install street lighting throughout the project in the locations generally depicted in the attached Exhibit B.

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. *Mortgagee 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.

10. *Water Dedication.* In accordance with City Code 24.80.140, Developer agrees and shall convey water rights, both culinary and secondary water, to the City in an amount sufficient for the future needs of the Project and such conveyance shall occur on or before the City's execution of the Final Plat.

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

With copy to:

Farr Cragun & Berube,
433 North 1500 West

Marriott-Slaterville, Utah 84404
Attn: Colt Mund
Email: colt@utah-lawfirm.com

If to Developer, to:

KSA Willard LLC
Attn: Kyle White
2217 E Evergreen Ave, Salt Lake City, UT 84109
Email: Kyle@westernlanddev.com

With a copy to:

Snell & Wilmer LLP
Attn: Bart Page; Riley Coggins
One East Washington Street, Suite 2700
Phoenix, AZ 85004
Email: bpage@swlaw.com; rcoggins@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 provisions 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. Except for an assignment to a Permitted Assignee (as defined below), which shall not require the prior written consent of the City, 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 approval 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. As used herein, the term "**Permitted Assignee**" shall mean any affiliate of Developer, including, without limitation, any entity that controls, is controlled by or is under common control with Developer or the owners, members or principals of Developer or that would generally be referred to as an affiliate of Developer or the owners, members or principals of Developer.

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 rezone 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- 7-60 I, 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 rezone 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 Right. 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:

KSA WILLARD LLC,
a Utah limited liability company

By: _____

Name: _____

Its: _____

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

On the _____ day of _____, 2025, personally appeared before me, _____, who being duly sworn, did say that he/she is the _____ of KSA Willard LLC, a Utah limited liability company, and that said instrument was duly authorized by the limited liability company and signed in behalf of said limited liability company.

Notary Public

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 _____, 2025, 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

EXHIBIT A
(Legal Description of the Property)

Harding Parcel

Beginning at a point 8 rods North and 7 rods 1-1/4 feet East of the Northwest corner of the Southwest quarter of section 26, township 8 North, range 2 west, salt lake meridian, thence East 44.32 rods, thence Southeast 54-2/3 rods, thence West 47.29 rods, thence North 54 rods to beginning. Less and excepting therefrom any portion lying within the bounds of a public street and/or right of way.

Lemon Parcels

Parcel 1:

Beginning 2-1/2 rods North and 1 rod 3 feet 6 inches West of the Northwest corner of the Southwest Quarter of Section 26, Township 8 North, Range 2 West, Salt Lake Base and Meridian; and running thence East 8 rods, 14 feet 3 inches; thence South 54 rods; thence West 8 rods 14 feet 3 inches; thence North 54 rods to the point of beginning.

LESS AND EXCEPTING therefrom any portion lying within the bounds of a public street and/or right of way.

Parcel 2:

Beginning at a point 5.57 chains South and 14 chains West of the Northeast corner of the Southwest quarter of Section 26, Township 8 North, Range 2 West, Salt Lake Meridian, and running thence South 01°23' West 5.77 chains; thence North 89°33' West 11.53 chains; thence North 40' East 5.77 chains; thence South 89°33' East 11.60 chains to the place of beginning. The same being part of Lot 3, in the Northeast quarter of the Southwest quarter of said Section 26.

Description per new HAI Survey (14-3-190):

A part of the Southwest quarter of section 26, township 8 North, range 2 West of the salt lake base and meridian.

Beginning at the Southeast corner of Lot 3, Plat "A" of the WILLARD TOWNSITE SURVEY located in said Southwest quarter being a point located 1724.40 feet South 89°03'30" East along the North line of said Section 26 and 3425.97 feet South 02°01'07" West from the Northwest corner of said Section 26; running thence North 88°18'15" West 725.72 feet along the North side of an existing lane to the East right-of-way line of 200 West street; thence North 01°20'03" East 380.82 feet along said East right-of-way line; thence South 88°18'02" East 730.27 feet to the West right-of-way line of a 33.00 foot wide alley and a point described of record as being located 5.57 chains South and 14 chains West of the Northeast corner of said Southwest quarter; thence South 02°01'07" West 380.78 feet along said West right-of-way line to the point of beginning.

LESS AND EXCEPTING therefrom any portion lying within the bounds of a public street and/or right of way.

Exhibit B - 1

[illegible][illegible]

CANYON BAY SUBDIVISION
PRELIMINARY PLAT
500 SOUTH 200 WEST
WILLARD, UT 84340

civilsolutionsgroup INC.

CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 811.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net



ITEM 5B

ITEM 5C

**WILLARD CITY PLANNING COMMISSION
APPLICATION FOR PLANNING COMMISSION HEARING**

Application Date:

4.18.2023

Assessor's Parcel Number

02. 039. 0055

Applicant:

GARRICK & Dorothy Call
Mailing Address

Parcel Legal Description

1352 N. Main
Willard OH. 84340

Project Address

1348 N. Main
Willard

I hereby request a hearing before the
Willard City Planning Commission in
behalf of my application for:

- ☒ Conditional Use Permit \$25 Fee
- ☐ Lot Line Adjustment \$25 Fee
- ☐ Other Fee variable, \$25 Min.

435. 452. 2124
Phone Number

435. 279. 4985
Cell Phone

NOTE: Fees will be charged on each application and are non-refundable. Additional applications on the same project will be considered as new applications and be charged accordingly. All applications, with required data and fees, must be filed in the Willard City Office at least two weeks prior to the scheduled hearing date.

Project description: (Attach additional sheets, as required.)

Complete Applicant Affidavit on back of this page.

APPLICANT'S AFFIDAVIT

STATE OF UTAH)
) SS
COUNTY OF BOX ELDER)

I, (we) GARRICK CALL, being duly sworn, depose and say that I, (we) am (are) the owner(s)*, or authorized agent(s) of the owner, of property located at 1348 N. Main in Willard City, which property is involved in the attached application and that the statements and answers therein contained and the information provided in the attached plans and other exhibits present thoroughly, to the best of my (our) ability, the argument in behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

SIGNED

Garrick Call Dorothy S. Call
Property Owner(s)
AGENT Garrick Call



Subscribed and sworn before me this 18th day of April 2023

Michelle Drago

Notary Public

Residing in

Kerry, Utah

My commission expires:

2/2/25

* May be owner of record, contract owner, part to valid earnest money agreement, option holder or have other legal control of property.

AGENT AUTHORIZATION

I, (we) _____, the owner(s) of real property described above, hereby appoint _____, as my (our) agent(s) to represent me (us) with regard to this application affecting the above described real property, and do authorize them to appear on my (our) behalf before any Willard City Boards considering this application.

SIGNED _____

Property Owner(s)

Subscribed and sworn before me this _____ day of _____ 20 ____

Notary Public

Residing in _____

My commission expires: _____



Willard City
80 W 50 S | PO Box 593
Willard, UT 84340
(435) 734-9881
willardcity@comcast.net

XBP Confirmation Number: 142589719

Transaction detail for payment to Willard City.			Date: 04/18/2023 - 12:39:40 PM MT
Transaction Number: 196390733 Mastercard — XXXX-XXXX-XXXX-4961 Status: Successful			
Account #	Item	Quantity	Item Amount
	Charges PC	1	\$25.00
Notes: Garrett Call Conditional Use Permit			
TOTAL:			\$25.00

Transaction detail for payment to Willard City.			Date: 04/18/2023 - 12:39:41 PM MT
Transaction Number: 196390735 Mastercard — XXXX-XXXX-XXXX-4961 Status: Successful			
Account #	Item	Quantity	Item Amount
	Service Fee	1	\$1.25
Notes: Garrett Call Conditional Use Permit			
TOTAL:			\$1.25

Billing Information
GARRICK O CALL
, 84340

Transaction taken by: Admin vbird



WILLARD CITY
Planning Commission Meeting – Regular Meeting
Thursday, May 18, 2023 – 6:30 p.m.
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Willard, Utah 84340

requirements. The only caveat was that the ADU would be in front of the new home. Normally ADU's were located behind the primary dwelling unit.

Chairman Bodily stated that the Conditional Use Review Committee had reviewed the conditional use application for the ADU and determined that it complied with the required conditions.

Bryce Wheelwright stated that the Conditional Use Review Committee had recommended that the Dorothy Call's conditional use application for an ADU be approved by the Planning Commission.

Dorothy Call, 1352 North Main, stated that the older home at 1348 North Main was built in 1840. It was currently occupied by her workers. They were getting older, and would probably be returning to Mexico in a few years. At that time, the old home would torn down. They had worked for her and lived in the home for 29 years. She didn't feel she could kick them out. She had a total of 20 acres between the two parcels, but six of them were not farmable.

Commissioner Hulsey asked how large the ADU would be. Dorothy Call said it was about 900 square feet.

Commissioner Hulsey asked if the ADU Ordinance contained language about the condition of the building. Bryce Wheelwright stated that 12-102-23-4(3) required an ADU had to comply with Willard's Building, Health, and Fire Codes.

Commissioner Baker reminded the Planning Commission that Don Waite had warned the Planning Commission that it could end up considering ADU's that were in front of the primary dwelling. She was in favor of the lot line adjustment and the conditional use permit.

Commissioner Dubovik clarified that the lot line adjustment met all of the zoning requirements. Bryce Wheelwright said it did.

Commissioner Dubovik moved to approve a lot line adjustment for Dorothy Call for 1352 and 1348 North Main (Parcel Nos. 02-039-0055 and 02-039-0004). Commissioner Hulsey seconded the motion. All voted "aye." The motion passed unanimously.

6F. REVIEW AND CONSIDERATION OF A REQUEST FROM GARRICK CALL FOR A CONDITIONAL USE PERMIT FOR A DETACHED ACCESSORY DWELLING UNIT LOCATED AT APPROXIMATELY 1348 NORTH MAIN (PARCEL NOS. 02-039-0055 AND 02-039-0004)

Time Stamp: 43:52 05/18/2023

Chairman Bodily stated that this application had been reviewed by the Conditional Use Permit Review Committee who recommended that it be approved.

Jenny Call, 1352 North Main, clarified that the address for the ADU would be 1348 North Main Unit B, and the new home would be 1348 North Main Unit A.

Commissioner Hulsey was concerned about the condition of the ADU. It had to meet the Building, Health, and Fire Codes.

Dorothy Call stated that the home was older, but it was there were people residing in it.



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Commissioner Dubovik asked how the City could evaluate the condition of the existing home at 1348 North Main.

Chris Davis, City Manager, stated that the Fire Chief was part of the Conditional Use Permit Review Committee, which also included the Police Chief, Public Works Director, and City Engineer. They had all reviewed the application and felt comfortable with it.

Commissioner Hulseley stated that the ADU requirements included a kitchen and bathroom. Before he approved anything, he wanted to see a floor plan of the ADU to verify those amenities. Dorothy Call said it was an existing house. It had a kitchen, bathroom, front room, and bedroom.

Peggy Barker, North Ogden, stated that she had lived in the home. It had a kitchen and a bathroom. It was a lovely older home.

Commissioner Hulseley wanted to make sure the Planning Commission had gone through the ADU requirements and verified that it met them.

Bryce Wheelwright stated that the CUP Review Committee had discussed the location of the nearest fire hydrant and verified that it would have fire protection.

Commissioner Harrop asked about parking. Bryce Wheelwright stated that there was plenty of parking, and it would all be off-street.

Dorothy Call stated that the driveway for the new home would include a turn-around for emergency vehicles.

Commissioner Hulseley felt that his concerns had been addressed.

Bryce Wheelwright asked if the Planning Commission wanted to add any other conditions.

Commissioner Bingham and Chairman Bodily felt it should comply with all of the ADU conditions and requirements.

Commissioner Dubovik asked if it would be appropriate for the CUP Committee to review the conditional use permit annually.

Colt Mund said it could be reviewed annually. He reminded the Planning Commission that the proposed ADU was an existing home, which was a challenge. If the Planning Commission was reviewing new construction, it could request floor plans. Because this was an existing building, the CUP Review Committee had some questions. The Fire Chief had the most questions, which had been satisfied. The Planning Commission needed to be comfortable with the conditions outside of the ADU Ordinance, if any, when this was approved. The ADU Ordinance would govern a significant part of the use of the property. The CUP Review Committee did have some conditions relating to a turn-around for emergency access, proper addressing, approval of the lot line adjustment, and recording of the conditional use permit with Box Elder County.

Mr. Mund said the City administration had discussed the need for a written report to the Planning Commission from the CUP Review Committee in the future. Commissioner Dubovik felt a written recommendation would be nice to have.



WILLARD CITY
Planning Commission Meeting – Regular Meeting
Thursday, May 18, 2023 – 6:30 p.m.
Willard City Hall – 80 West 50 South
Willard, Utah 84340

Commission Dubovik asked if there were any outstanding items or recommendations from the CUP Committee that had not been completed. Chairman Bodily and Colt Mund felt the concerns had been addressed.

Commissioner Bingham moved to approve a conditional use permit for a detached accessory dwelling unit at 1348 North Main subject to the recommendation and conditions of the CUP Review Committee and subject to the ADU Ordinance. Commissioner Baker seconded the motion. All voted “aye.” The motion passed unanimously.

6G. REVIEW AND CONSIDERATION OF A REQUEST FROM BRIAN GILBERT FOR A CONDITIONAL USE PERMIT FOR DETACHED ACCESSORY DWELLING UNIT LOCATED AT APPROXIMATELY 110 SOUTH 200 WEST (PARCEL 02-051-0008 AND 02-051-0242)

Time Stamp 54:11 05/18/2023

Bryce Wheelwright stated that Brian Gilbert had requested approval to construct a detached accessory dwelling unit on his property at 110 South 200 West. The ADU would be used by a family member. Mr. Gilbert's application had been reviewed by the CUP Review Committee. The CUP Review Committee had recommended that the application be approved subject to the ADU unit meeting the setback requirements.

Commissioner Hulsey asked about the size of the proposed ADU. Brian Gilbert, 110 South 200 West, stated that the ADU would be 999 square feet.

Commissioner Dubovik asked if the CUP Committee had reviewed the building plans. Bryce Wheelwright stated that the CUP Review Committee had looked at the site plan. The building plans would be reviewed by the Building Inspector when the City received an application for a building permit.

Chairman Bodily stated that Mr. Gilbert would have to meet the requirements of the ADU Ordinance if his application was approved.

Commissioner Harrop asked if there was a building permit ADU checklist.

Commissioner Dubovik felt Mr. Gilbert should submit a building plan that the CUP Review Committee could review.

Colt Mund understood Commissioner Dubovik's concern. The City had an ordinance that listed the requirements that had to be met. The CUP Review Committee had reviewed the ADU checklist.

Chairman Bodily asked who would make sure the ADU did not exceed 999 square feet. Bryce Wheelwright stated that Brian Gilbert would have to submit engineering and building plans in order to receive a building permit. The plans would be reviewed at that time.

Chris Davis stated that the ADU would be inspected by Box Elder County, the City's contracted building inspector. The building inspector would determine when the ADU was ready for occupancy.

Commissioner Dubovik felt the conditional use permit could be approved subject to the ADU meeting all of those requirements. Mr. Mund felt that was a good suggestion.

Willard City Corporation

80 West 50 South
Box 593



Willard, Utah 84340
(435)734-9881

May 25, 2023

CONDITIONAL USE PERMIT TO GARRICK CALL FOR ACCESSORY DEWLLING UNIT

This Conditional Use Permit is issued to Garrick Call for an Accessory Dwelling Unit to be allowed on the property located at 1348 North Main Willard Utah Parcel #02-039-0055.

The existing home shall be used as an accessory dwelling with a new residence being built on the property for the primary residence.

Both buildings must meet the requirements in Willard City Ordinance 12-105 and 12-102 for size and setbacks and all other requirements, which are attached.

Garrick Call agrees to and understands these conditions and ordinances.

GARRICK CALL

DATE

BRYCE WHEELWRIGHT
CITY PLANNER

DATE

ITEM 6



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, October 2, 2025 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

1 The meeting was a regular meeting designated by resolution. Notice of the meeting was provided 24 hours
2 in advance. A copy of the agenda was posted at City Hall and on the State of Utah Public Meeting Notice
3 website.
4

5 The following members were in attendance:

6
7 Sid Bodily, Chairman

Colt Mund, City Attorney

8 Diana Baker

Madison Brown, City Planner

9 Chandler Bingham

Michelle Drago, Deputy City Recorder

10 Ken Ormond
11

12 Excused: Chad Braegger, Alex Dubovik, Brian Gilbert, and Jeremy Kimpton
13

14 Others in attendance: Mayor Travis Mote; Ruth Ormond; Doug Younger; Rew Wiley; Justin Dickson; and
15 Stephanie Dickson.
16

17 Chairman Bodily called the meeting to order at 6:31 p.m.
18

19 1. PRAYER: Chandler Bingham
20

21 2. PLEDGE OF ALLEGIANCE Ken Ormond
22

23 3. GENERAL PUBLIC COMMENTS
24

25 No public comments were made.
26

27 4. CITY COUNCIL REPORT
28

29 Time Stamp 02:16– 10/02/2025
30

31 Mayor Travis Mote stated that the September 25th City Council meeting was canceled due to the lack of a
32 quorum and proper posting. He stated that Willard Precinct 1 planned to host a Meet the Candidates Night
33 on Tuesday, October 14th at 7:00 p.m. in the Municipal Building.
34

35 5A. PUBLIC HEARING TO RECEIVE PUBLIC COMMENTS REGARDING A PROPOSAL TO AMEND
36 SECTIONS 24.44.010, 24.48.030, AND 24.40.020 OF THE WILLARD CITY ZONING CODE TO
37 ALLOW LIMITED COMMERCIAL USES ALONG U.S. HIGHWAY 89 IN THE OLD TOWN
38 WILLARD ZONE
39

40 Time Stamp 03:24 – 10/02/2025
41

42 **Commissioner Baker moved to open the public hearing at 6:35 p.m. Commissioner Bingham**
43 **seconded the motion. All voted “aye.” The motion passed unanimously.**
44

45 Madison Brown, City Planner, stated the staff had learned that the Planning Commission and City Council
46 intended for properties along Highway 89 to be zoned commercial. However, the Zoning and Future Land
47 Use maps did not reflect that intention. The public hearing was part of the approval process to amend the
48 maps and the Zoning Code. Then properties in the Old Town Willard Zone with frontage on Highway 89
49 would have uses similar to the Neighborhood Commercial Zone.



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, October 2, 2025 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

Chairman Bodily opened the floor for public comments.

Justin Dickson, 265 East 1000 North, asked about the parameters of the Old Town Willard area. Mayor Mote stated that it extended from 100 North to 200 South along Highway 89.

Commissioner Bingham moved to close the public hearing at 6:36 p.m. Commissioner Ormond seconded the motion. All voted “aye.” The motion passed unanimously.

5B. CONSIDERATION AND RECOMMENDATION REGARDING PROPOSED AMENDMENTS TO SECTIONS 24.44.010, 24.48.030, AND 24.40.020 OF THE WILLARD CITY ZONING CODE TO ALLOW LIMITED COMMERCIAL USES ALONG U.S. HIGHWAY 89 IN THE OLD TOWN WILLARD ZONE (CONTINUED FROM AUGUST 7, SEPTEMBER 4, AND SEPTEMBER 16, 2025)

Time Stamp: 06:13 – 10/02/2025

Chairman Bodily asked if the Planning Commission had any questions or concerns. No comments were made.

Commissioner Bingham moved to recommend that the City Council approve Ordinance No. 2025-16 amending Sections 24.44.010, 24.48.030, and 24.40.020 of the Willard City Zoning Code to allow limited commercial uses along U.S. Highway 89 in the Old Town Willard Zone. Commissioner Baker seconded the motion. All voted “aye.” The motion carried.

5C. PUBLIC HEARING RECEIVE PUBLIC COMMENTS REGARDING A PROPOSAL TO AMEND THE GENERAL PLAN ADOPTED MARCH 2024 BY UPDATING MAPS AND ADDING A SECTION TO PROTECT WETLANDS AND SENSITIVE AREAS

Time Stamp: 07:15 – 10/02/2025

Commissioner Baker moved to open the public hearing at 6:38 p.m. Commissioner Ormond seconded the motion. All voted “aye.” The motion passed unanimously.

Madison Brown stated that over the past 18 months adjustments had been made to maps in the General Plan. The Future Land Use and Zoning Maps now included the South Willard area; the Transportation Master Plan had been updated, and a Sensitive/Wetland section and map had been added. The public hearing was part of the process to amend the General Plan.

Chairman Bodily opened the floor for public comments.

Rew Wiley, 75 West 825 North, asked how the public could view the proposed maps. How would future building be affected by the sensitive land section? Madison Brown stated that Councilmember Mund had asked that the General Plan address sensitive/wetland areas, so Willard had a tool to protect wetland areas as development occurred. Copies of the maps were available online. She said she could send copies of the maps to audience members if they left their email addresses on the sign-in sheet.

Justin Dickson asked if the City was aware of any case law regarding wetlands that was in favor of property owners. Mayor Mote said case law would affect federal situations. Willard wanted to make sure that wetlands and drainage were taken into consideration when land was developed.



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, October 2, 2025 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

Commissioner Baker asked if the location of artesian wells in Willard were documented. Madison Brown said the state had websites that showed points of diversion and information regarding water rights. Mayor Mote stated that water rights would be tied to artesian wells. The water right information was available from the state.

Commissioner Baker asked about the artesian well in the Deer Run Subdivision. Mayor Mote stated that an artesian well in Deer Run was being capped. Artesian wells had to be capped when development occurred, so they didn't undermine infrastructure. He did not know if every artesian well in Willard was mapped. It was something the City Planner and Planning Commission should consider when developments were reviewed.

Commissioner Bingham moved to close the public hearing at 6:45 p.m. Commissioner Baker seconded the motion. All voted "aye." The motion passed unanimously.

5D. CONSIDERATION AND RECOMMENDATION REGARDING A PROPOSAL TO AMEND THE GENERAL PLAN ADOPTED MARCH 2024 BY UPDATING MAPS AND ADDING A SECTION TO PROTECT WETLANDS AND SENSITIVE AREAS (CONTINUED FROM AUGUST 7, AUGUST 21, SEPTEMBER 4, AND SEPTEMBER 18, 2025)

Time Stamp: 14:56 – 10/02/2025

Chairman Bodily asked if the Planning Commission and any questions or comments. No comments were made.

Commissioner Baker moved to recommend that the City Council amend the General Plan adopted March 2024 by updating the Future Land Use, Zoning, and Master Transportation maps and by adding a section and map to protect wetlands and sensitive areas. Commissioner Bingham seconded the motion. All voted "aye." The motion passed unanimously.

5E. DISCUSSION REGARDING AMENDING 24.80 OF THE WILLARD CITY ZONING CODE TO ADOPTED REQUIREMENTS FOR MINOR/SMALL SUBDIVISIONS (CONTINUED FROM SEPTEMBER 18, 2025)

Time Stamp: 15:55 – 10/02/2025

Chairman Bodily stated that the Planning Commission had received information from the Dickson's. However, three members of the Planning Commission were not in attendance. He suggested that this matter be continued until the next meeting.

Madison Brown stated that the staff had been shorthanded during the past few weeks due to a baby and death of a family member. There wasn't much time to research this issue.

Chairman Bodily asked that this item be continued to the next agenda.



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, October 2, 2025 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

- 143 5F. REVIEW OF A CONDITIONAL USE PERMIT ISSUED TO JACKIE SURRAGE ON AUGUST 2,
144 2023, FOR A FOOD TRUCK LOCATED AT 725 SOUTH MAIN (02-053-0009)
145

146 Time Stamp: 18:34 – 10/02/2025
147

148 Madison Brown stated that it had only been two years since this conditional use permit was approved. Ms.
149 Surrage was still operating the food truck, but Ms. Brown wasn't sure about its schedule. The food truck
150 alternated between Willard and Anderson Livestock. The city had not received any complaints.
151

152 Chairman Bodily felt the city should let Ms. Surrage continue f there weren't any complaints.
153

- 154 6. CONSIDERATION AND APPROVAL OF REGULAR PLANNING COMMISSION MINUTES FOR
155 SEPTEMBER 18, 2025
156

157 **Commissioner Bingham moved to approve the regular minutes for September 18, 2025, as**
158 **corrected. Commissioner Ormond seconded the motion. All voted "aye." The motion passed**
159 **unanimously.**
160

- 161 7. ITEMS FOR THE OCTOBER 16, 2025, PLANNING COMMISSION AGENDA
162

163 Time Stamp: 21:17 – 10/02/2025
164

165 The Planning Commission discussed agenda items for the October 16th meeting – preliminary review of
166 Canyon Bay Subdivision, minor subdivision discussion, and a conditional use permit review.
167

- 168 8. DISCUSSION REGARDING CITY EVENTS FOR OCTOBER
169

170 Time Stamp: 22:35 – 10/02/2025
171

172 Michelle Drago, Deputy Recorder, stated that Commissioner Dubovik had asked that this item be added to
173 the agenda.
174

175 There was a discussion regarding upcoming events:
176

177 October 7th – Fire Department Open House
178 October 9th – City Council meeting
179 October 13th – Office closed for Columbus Day
180 October 14th – Meet the Candidate Night at Municipal Building
181 October 16th – Planning Commission meeting
182 October 23rd – City Council meeting
183 October 28th CERT classes start
184 October 31st – Trunk or Treat
185 November 4th – General Election
186

187 Commissioner Bingham suggested that an event calendar be included in the packets.
188
189
190
191



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, October 2, 2025 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

9. COMMISSIONER/STAFF COMMENTS

Time Stamp: 25:08 – 10/02/2025

Colt Mund

Did not have any comments.

Mayor Mote

Did not have any comments.

Madison Brown

Madison Brown stated that she and Jeremy Kimpton had met with companies that could help with the City's website. One of the features would be an event calendar.

Commissioner Bingham

Did not have any comments.

Commissioner Baker

Commissioner Baker asked about the bike ride on 200 West. Mayor Mote thought the ride had been held. He wasn't sure how many participated.

Commissioner Ormond

Did not have any comments.

Chairman Bodily

Did not have any comments.

10. ADJOURN

Commissioner Bingham moved to adjourn at 7:01 p.m. Commissioner Baker seconded the motion. All voted in favor. The motion passed unanimously.

Minutes were read individually and approved on: _____

Planning Commission, Chairman
Sid Bodily

Planning Commission Secretary
Michelle Drago

dc:PC 10-02-2025