

**CITY OF WASHINGTON TERRACE
ORDINANCE 2026-03**

DEVELOPMENT AGREEMENT – 5100 SOUTH TOWNHOMES

**AN ORDINANCE OF THE CITY OF WASHINGTON TERRACE, UTAH,
ADOPTING THE DEVELOPMENT AGREEMENT FOR AN IN-FILL
DEVELOPMENT AT 445 EAST 5100 SOUTH; SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Washington Terrace City (“City”) is a municipal corporation, duly organized and existing under the laws of the State of Utah;

WHEREAS, Lumen (“Franchisee”) is a corporation that provides fiber and telecommunications services as defined by state law;

WHEREAS, *Utah Code Annotated* §10-8-84 and 10-8-60 allow municipalities in the State of Utah to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

WHEREAS, *Utah Code Annotated* §10-20-101, et seq., authorizes the City to regulate land use and development;

WHEREAS, the City provides for in-fill type development subject to a Development Agreement;

WHEREAS, the Planning Commission received an in-fill development application and proposed Development Agreement held its Public City hearing on April 30, 2026, and its Public Meeting on May 28, 2026, and recommends approval of this Development Agreement;

NOW, THEREFORE, be it ordained by the City Council of the City of Washington Terrace, Utah, as follows:

Section 1: Adoption. The Mayor is authorized to execute the Development Agreement incorporated herein by this reference as set forth in Exhibit “A” attached hereto.

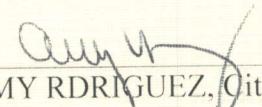
Section 2: Severability. If a Court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which remainder shall continue in full force and effect.

Section 3: Effective date. This Ordinance take effect immediately upon mayoral approval and posting.

PASSED AND ADOPTED by the City Council on this 16 day of June, 2026.


MARK ALLEN, Mayor

ATTEST:

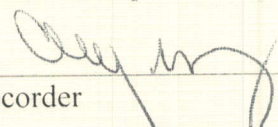

AMY RDRIGUEZ, City Recorder

RECORDED this 16 day of June, 2026.

PUBLISHED OR POSTED this 17 day of June, 2026.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

In accordance with Utah Code Annotated '10-3-713, 1953 as amended, I, the City Recorder of Washington Terrace City, hereby certify that foregoing Ordinance was duly passed and adopted, published, and/or posted as provided by state law.


City Recorder

DATE: 6-17-26

Exhibit A

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 16 day of June, 2026, by and between WASHINGTON TERRACE CITY, a Utah municipal corporation of the State of Utah ("City"), and HARVEST POINTE TOWNHOMES LLC, a Utah limited liability company ("Developer").

RECITALS

WHEREAS, Developer has contract rights to certain real property located at 445 West 5100 South, Washington Terrace, Utah, identified as Parcel No. 07-066-0090 (the "Property");

WHEREAS, the Property is located within the City's Infill Zone in accordance with the *Washington Terrace Municipal Code* (the "Code");

WHEREAS, the Property currently contains an existing single-family dwelling and accessory structures which shall remain;

WHEREAS, Developer proposes to construct four (4) attached Townhome Dwelling Units (the "Units") fronting 5100 South together with associated site improvements (the "Project");

WHEREAS, in addition to compliance with the other Code requirements, each Unit shall include two (2) car driveway spaces and an attached two (2) car garage;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. PROJECT APPROVAL AND COMPLIANCE

Development of the Project shall comply with the Code, specifically, the Infill Zone regulations, the approved Site Plan attached hereto as Exhibit B, incorporated herein by this reference, and all applicable building, fire, and engineering standards.

2. PROJECT DESCRIPTION AND SETBACKS

Developer is authorized to construct four (4) Units with access from 5100 South Street, together with associated landscaping, utilities, drainage, and public improvements as shown on the Site Plan. The existing home and outbuildings shall remain. Set-backs shall conform to adjoining setbacks along 5100 South Street.

3. PARKING

4. ACCESS FROM 5100 SOUTH

Primary vehicular access for the Units shall be from 5100 South Street. Any modifications to curb, gutter, or sidewalk requires approval from the City Engineer in accordance with the applicable Public Works Standards and Technical Specifications along with an Encroachment Permit approved by the City's Public Works Director.

5. ACCESS, OPERATION, AND MAINTENANCE

A. Reservation of Access Easement for Future Development

At the time of conveyance of the East Access Strip, Developer shall reserve a perpetual, non-exclusive Access Easement benefiting the existing residence located on Parcel No. 07-066-0028. The Access Easement shall provide vehicular and pedestrian access, shall run with the land, and shall be recorded at the Office of the Weber County Recorder along with a recorded copy of the same provided to the City.

B. Maintenance

Developer shall create and establish a separate Home Owners' Association (HOA) under Utah law for the four (4) Units, independent of the existing home, recognizing that this single HOA may not be equitable given the size and scope of the existing home and property. The Developer and subsequent HOA is responsible for the maintenance responsibilities for the East Access Strip and following conveyance all maintenance shall be governed by the Covenants, Conditions and Restrictions (the "CC&Rs") for the Units applicable to the respective Property owners as part of an HOA. In addition, the Developer and the subsequent HOA shall maintain the Property to be free and clear of fallen and overgrown trees, vegetation, and weeds; specifically along the west Property line area.

C. Ownership

Developer shall prioritize sale of each of the Units to individual moderate- or low-income homeowners. Purchase and ownership by any corporation or LLC may be precluded by the HOA.

6. IMPROVEMENTS AND FEES

Developer shall construct all required Public Improvements in accordance with the applicable Public Works Standards and Technical Specifications adopted by the City and pay all applicable fee, including, but not limited to: land use application fees, impact fees, building and permit fees, inspection fees, and utility connection fees required by Code.

In addition the following other Improvements shall be made:

- Install a vinyl fence on the east Property line that substantially matches vinyl fence on the exiting neighboring property.
- Provide a shared mailbox for the Units.

7. TERM

This Agreement shall remain in effect for five (5) years from the date of execution unless extended by mutual written agreement.

8. RECORDATION

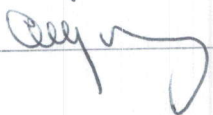
This Agreement and its accompanying CC&Rs shall be recorded at the Office of the Weber County Recorder by either Party and shall run with the land.

SIGNATURES

WASHINGTON TERRACE CITY

By: 

Title: Mayor

Attest: 

HARVEST POINTE TOWNHOMES LLC

By: _____

Title: _____

EXHIBIT A

Legal Description of Parcel No. 07-066-0090

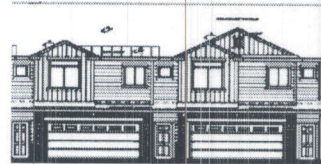
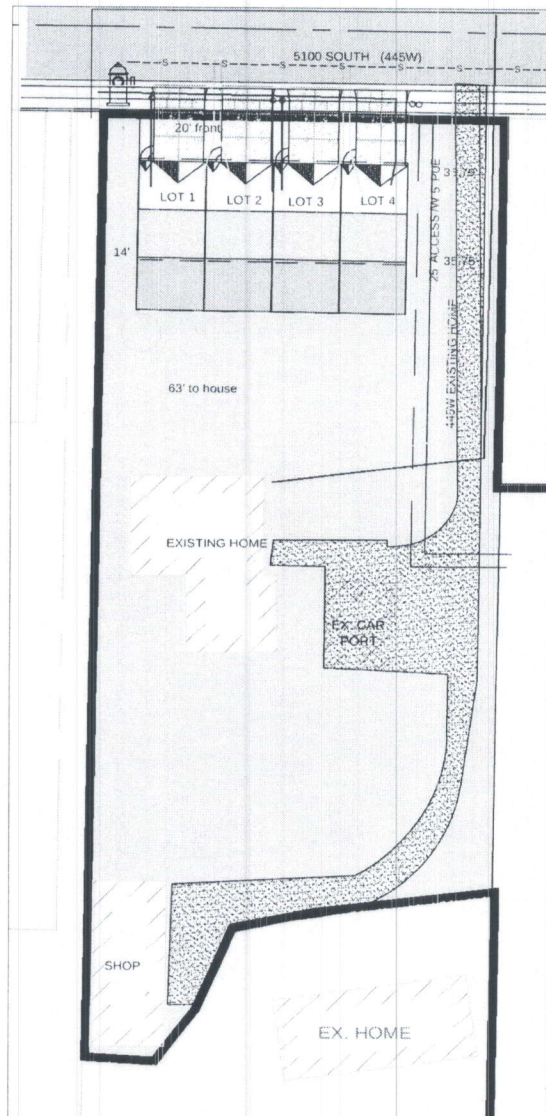
PART OF NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT LOCATED SOUTH 00D42'52" WEST 2651.59 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER TO THE SOUTH LINE OF SAID NORTHWEST QUARTER AND ALONG SAID SOUTH LINE SOUTH 89D13'46" EAST 513.91 FEET AND NORTH 00D51'44" EAST 328.83 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; RUNNING THENCE SOUTH 83D02'38" WEST 65.31 FEET; THENCE SOUTH 78D08'39" WEST 29.19 FEET; THENCE SOUTH 22D46'49" WEST 33.42 FEET; THENCE SOUTH 34D49'57" WEST 26.55 FEET; THENCE NORTH 86D30'41" WEST 26.54 FEET TO THE EAST LINE OF THE LANE SUBDIVISION; THENCE ALONG SAID EAST LINE NORTH 00D51'44" EAST 370.13 FEET TO THE SOUTH RIGHT OF WAY LINE OF 5100 SOUTH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89D16'47" EAST 147.00 FEET; THENCE SOUTH 00D51'44" WEST 303.37 FEET TO THE POINT OF BEGINNING. [NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAIN AN AREA FOR THIS PARCEL THE AREA FOR THIS PARCEL WAS CALCULATED BY THE RECORDERS OFFICE FOR TAX PURPOSES.] [NOTE: A DIVISION OF PROPERTY TOOK PLACE ON THIS PARCEL WITHOUT WRITTEN AUTHORIZATION AS REQUIRED BY UCA TITLE 10, CHAPTER 9a, PART 6.]

EXHIBIT B

Approved Site Plan

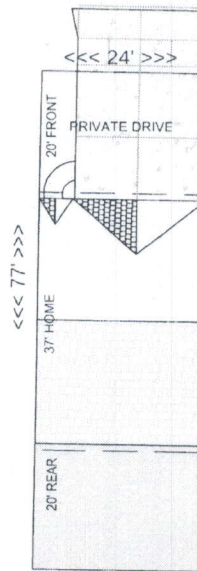
HARVEST POINTE TOWNHOMES - TWO

MATT MCCONNELL, Harvest Pointe Townhomes LLC,
1404 E. Ridgeline Dr. South Ogden



4 TOWNHOME LOTS

IN FILL ORDINANCE



24X77~1,850SF LOTS

EXISTING HOME/SHOP TO REMAIN
PARCEL SIZE: 1.11 ACRES
FINAL HARD SURCE (INCLUDE EX)
~ 17,000 SF (34%)
NEW COMPARABLE TO 1 HOME

PARKING
DOUBLE GARAGE EACH

UTILITIES
ALL AVAILABLE IN 5100
MINIMUM CUTS AS SHOWN

HOA
COMMON WALLS/EXTERIOR ONLY

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR 5100 S TOWNHOMES**

When Recorded Return To:

Harvest Pointe Townhomes LLC
1464 E Ridgeline Drive
South Ogden, Utah 84405

DECLARANT

Harvest Pointe Townhomes LLC ('Declarant').

PROPERTY

The Property consists of Lots 1-4 of 5100 S Townhomes, Washington Terrace, Weber County, Utah.

Legal Description: _____

Plat Reference: _____

ARTICLE 1 - PURPOSE

These Covenants establish a homeowners association responsible for exterior maintenance, roof replacement, reserve funding, and master property insurance.

ARTICLE 2 - ASSOCIATION

The 5100 S Townhomes Homeowners Association shall administer these Covenants. Each Lot shall have one vote.

ARTICLE 3 - ASSESSMENTS

The Association may levy regular and special assessments for insurance, roof replacement, exterior maintenance, reserves, legal fees, accounting, and administrative expenses. Assessments shall be allocated equally among the four Lots unless unanimously agreed otherwise.

ARTICLE 4 - OWNER RESPONSIBILITIES

Owners shall maintain their unit interiors, yards, landscaping, driveways, utilities serving only their Lot, and snow removal for areas serving their Lot.

ARTICLE 5 - ASSOCIATION RESPONSIBILITIES

The Association shall maintain roofs, exterior siding, stucco, brick, trim, fascia, soffits, gutters, exterior paint, and structural exterior building components. The Association is also responsible for the duties and maintenance as specified in the Development Agreement that is attached hereto and incorporated herein by this reference.

ARTICLE 6 – INSURANCE

The Association shall maintain a master studs-out insurance policy. Owners shall maintain HO-6 coverage, personal property coverage, liability coverage, and loss assessment coverage.

ARTICLE 7 – PARTY WALLS

Shared walls between adjoining Lots shall be party walls. Costs shall be shared equally unless damage is caused by one Owner.

ARTICLE 8 – ARCHITECTURAL CONTROL

Exterior modifications require prior written approval of the Board. Exterior appearance shall remain substantially uniform.

ARTICLE 9 – USE RESTRICTIONS

Residential use only. No nuisances, unlawful activities, excessive noise, or unsightly storage.

ARTICLE 10 – LEASING

Leasing is permitted. Minimum lease term shall be six (6) months. Owners remain responsible for tenant compliance.

ARTICLE 11 – EASEMENTS

Perpetual easements are reserved for utilities, drainage, maintenance access, roof overhangs, and structural support as reasonably necessary.

ARTICLE 12 – RESERVES

The Association shall maintain reserve accounts for roof replacement, exterior repairs, insurance deductibles, painting, and other capital expenditures.

ARTICLE 13 – ENFORCEMENT

The Association may enforce these Covenants through notices, fines, liens, mediation, and legal action. The prevailing party shall be entitled to attorney fees and costs.

ARTICLE 14 – AMENDMENT

These Covenants may be amended by approval of Owners holding at least seventy-five percent (75%) of the votes.

ARTICLE 15 - TERM

These Covenants shall run with the land and automatically renew unless terminated by unanimous consent of all Owners.

SIGNATURE PAGE

DECLARANT:

Harvest Pointe Townhomes LLC

By: _____

Name: _____

Title: _____

Date: _____

STATE OF UTAH

County of Weber

On this ____ day of _____, 20____, before me personally appeared
_____, who acknowledged execution of this Declaration on behalf of
Harvest Pointe Townhomes LLC.

Notary Public