

EXHIBIT G

CITY OF WILLARD

SUBDIVISION IMPROVEMENT AGREEMENT

PARTIES: The parties to this Subdivision Improvement Agreement ("the Agreement") are _____ ("the Developer") and Willard City ("the City").

EFFECTIVE DATE: The Effective Date of this Agreement will be the latest date of when each party has signed this Agreement.

RECITALS

WHEREAS, the Developer seeks permission to subdivide property within the City of Willard, to be known as _____ (the "Subdivision"), which property is more particularly and legally described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the City seeks to protect the health, safety, and general welfare of the residents by requiring the completion of various improvements in the Subdivision and thereby to limit the harmful effects of substandard subdivisions, including a premature subdivision which leaves property undeveloped and unproductive; and

WHEREAS, the purpose of this Agreement is to protect the City from the cost of completing subdivision improvements itself and is not executed for the benefit of material, men, laborers, or others providing work, services, or material to the Subdivision or for the benefit of lot or homebuyers in the Subdivision; and

WHEREAS, the mutual promises, covenants, and obligations contained in this Agreement are authorized by Utah State law and the City's Subdivision Ordinances:

THEREFORE, the Parties hereby agree as follows:

DEVELOPER'S OBLIGATIONS

1. IMPROVEMENTS: The Developer will construct and install, at their own expense, those on-site and off-site subdivision improvements listed on **Exhibit B** attached hereto and incorporated herein by this reference ("the Improvements"). The Developer's obligation to complete the Improvements will arise upon final plat approval by the City, will be independent of any obligations of the City contained herein, and will not be conditioned on the commencement of construction in the Subdivision or sale of any lots or improvements within the Subdivision. A copy of the approved subdivision plat and development/civil plans are attached as **Exhibit C**.

2. SECURITY: To secure the performance of their obligations hereunder, the Developer shall, prior to the effective date, deposit in Escrow or have a Letter of Credit issued, in the amount of \$ _____. The Escrow/Letter of Credit hereinafter referred to as ("Escrow") will be issued by _____ Bank (or other financial institution approved by the City) to be known as ("Bank"), will be payable at sight to the City and will bear an expiration date not earlier than two years after the Effective Date of this Agreement. The Escrow will be payable to the City at any time upon presentation of (i) a sight draft drawn on the issuing Bank in the amount to which the City is entitled to draw pursuant to the terms of this Agreement; or (ii) an affidavit executed by an authorized City official stating that the Developer is in default under this Agreement; and (iii) the original of the Escrow Certificate. An Escrow Certificate will conform to **Exhibit D** and it will be attached hereto as **Exhibit D** and incorporated herein by this reference.

3. STANDARDS: The Developer will construct the Improvements according to the Public Works Standards and Technical Specifications adopted by the City, as incorporated herein by this reference.

4. WARRANTY: The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of two (2) years from the date that the City accepts the Improvements when completed by the Developer.

5. COMPLETION PERIODS: The Developer will commence work on the Improvements within one (1) year from the Effective Date of the Agreement (the "Commencement Period") and

the Improvements, each and every one of them, will be completed within two (2) years from the Effective Date of this Agreement (the "Completion Period").

6. COMPLIANCE WITH LAW: The Developer will comply with all relevant laws, ordinances, and regulations in effect at the time of final subdivision plat approval when fulfilling their obligations under this Agreement. When necessary to protect public health, the Developer will be subject to laws, ordinances, and regulations that become effective after final plat approval.

7. DEDICATION: The Developer will dedicate to the City, or other applicable Agency as designated by the City, the Improvements listed on **Exhibit B** attached hereto and incorporated herein by this reference pursuant to the procedure described in this Agreement.

CITY'S OBLIGATIONS

8. PLAT APPROVAL: The City will grant final subdivision plat approval to the Subdivision under the terms and conditions previously agreed to by the Parties if those terms and conditions are consistent with all relevant state laws and local ordinances in effect at the time of final plat approval.

9. INSPECTION AND CERTIFICATION: The City will inspect the Improvements as they are being constructed and, if acceptable to the City Engineer, certify such Improvements as being in compliance with the standards and specifications of the City. Such inspection and certification, if appropriate, will occur within 7 (seven) days of notice by the Developer that they desire to have the City inspect the Improvements. Before obtaining certification of any such Improvements, the Developer will present to the City valid lien waivers from all persons providing materials or performing work on the Improvements for which certification is sought. Certification by the City Engineer does not constitute a waiver by the City of the right to draw funds under the Escrow on account of defects in or failure of any Improvements that are detected or which occurs following such certification.

10. NOTICE OF DEFECT: The City will provide timely notice to the Developer whenever inspection reveals that the Improvements do not conform to the standards and specifications shown on the approved subdivision improvement drawings on file with the Willard City Engineer's office or is otherwise defective. The Developer shall have thirty (30) days from the issuance of such notice to cure or substantially cure the defect. The City may not declare a

default under the Agreement during the thirty (30) day cure period. The Developer will have no right to cure defects in or failure of any Improvements found to exist or occurring after the City accepts dedication of the Improvements.

11. ACCEPTANCE OF DEDICATION: The City or other applicable agency will accept the dedication of any validly certified Improvements within thirty (30) days of the Developer's offer to dedicate the Improvements. The City or agency's acceptance of dedication is expressly conditioned on the presentation by the Developer of a policy of title insurance, where appropriate, for the benefit of the City showing that the Developer owns the Improvements in fee simple and that there are no liens, encumbrances, or other restrictions on the Improvements unacceptable to the City in its reasonable judgment. Acceptance of the dedication of any Improvements does not constitute a waiver by the City of the right to draw funds under the Escrow on account of any defect in or failure of the Improvements that are detected or which occurs after the acceptance of the dedication. The Improvements must be offered to the City in no more than one dedication per month.

12. REDUCTION OF SECURITY: After the acceptance of any Improvements, the amount which the City is entitled to draw on the Escrow may be reduced by an amount equal to ninety (90) percent of the estimated cost of the Improvements as shown on **Exhibit B**. At the request of the Developer, the City will execute a certificate of release verifying the acceptance of the Improvements and waiving its right to draw on the Escrow to the extent of such amounts. A Developer in default under this agreement will have no right to such a certificate. Upon the acceptance of all the Improvements, the balance that may be drawn under the Escrow will be available to the City for ninety (90) days after expiration of the Warranty Period.

13. USE OF PROCEEDS: The City will use funds drawn under the Escrow only for the purpose of completing the Improvements or correcting defects in or failures of the Improvements.

OTHER PROVISIONS

14. EVENTS OF DEFAULT: The following conditions, occurrences, or actions will constitute a default by the Developer during the Construction Period:

- a. Developer's failure to commence construction of the Improvements within one year of final subdivision plat approval;

- b. Developer's failure to complete construction of the Improvements within two years of final subdivision plat approval;
- c. Developer's failure to cure the defective construction of any Improvements within the applicable cure period;
- d. Developer's insolvency, the appointment of a receiver for the Developer, or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer;
- e. Foreclosure of any lien against the Property or a portion of the Property, or assignment or conveyance of the Property in lieu of foreclosure.

The City may not declare a default until written notice has been given to the Developer.

15. MEASURE OF DAMAGES: The measure of damages for breach of this Agreement will be the reasonable cost of completing the Improvements. For Improvements upon which construction has not begun, the estimated cost of the Improvements as shown on **Exhibit B** will be prima facie evidence of the minimum cost of completion. However, neither that amount, nor the amount of Escrow establishes the maximum amount of the Developer's liability. The City will be entitled to complete all unfinished Improvements at the time of default regardless of the extent to which the development has taken place in the Subdivision or whether development ever commenced.

16. CITY'S RIGHT UPON DEFAULT: When any event of default occurs, the City may draw on the Escrow to the extent of the face amount of the Escrow less ninety (90) percent of the estimated cost (as shown on **Exhibit B**) of all Improvements theretofore accepted by the City. The City will have the right to complete Improvements itself or contract with a third party for completion, and the Developer hereby grants to the City, its successors, assigns, agents, contractors and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such Improvements. Alternatively, the City may assign the proceeds of the Escrow to a subsequent Developer (or a lender) who has acquired the Subdivision by purchase, foreclosure, or otherwise who will then have the same rights of completion as the City if and only if the subsequent Developer (or lender) agrees in writing to complete the unfinished Improvements. In addition, the City also may suspend final plat approval during which time the Developer will have no right to sell, transfer, or otherwise convey lots or homes within the Subdivision without the express written approval of the City or

until the Improvements are completed and approved by the City. These remedies are cumulative in nature except that during the Warranty Period, the City's only remedy will be to draw funds under the Escrow.

17. INDEMNIFICATION: The Developer hereby expressly agrees to indemnify and hold the City harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work pursuant to this Agreement except where such suit is brought by the Developer. The Developer is not an agent or employee of the City.

18. NO WAIVER: No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both City and Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.

19. AMENDMENT OR MODIFICATION: The parties to this Agreement may amend or modify this agreement only by written instrument executed by the City and by the Developer or their authorized officer. Such amendment or modification will be properly notarized before it may be effective.

20. ATTORNEY'S FEES: Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs including reasonable attorney's fees and expert witness fees, from the opposing party. If the court, arbitrator, or mediator awards relief to both parties, each will bear its own costs in their entirety.

21. VESTED RIGHTS: The City does not warrant by this Agreement that the Developer is entitled to any other approval(s) required by the City, if any, before the Developer is entitled to commence development of the Subdivision or to transfer ownership of property in the Subdivision.

22. THIRD PARTY RIGHTS: No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement, except that if the City does not exercise its rights within sixty (60) days following knowledge of any event of default, a purchaser of a lot or home in the subdivision may bring an action in mandamus to compel the City to exercise its rights.

23. SCOPE: This Agreement constitutes the entire agreement between the parties and no statement(s), promise(s) or inducement(s) that is/are not contained in this Agreement will be binding on the parties.

24. TIME: For the purpose of computing the Commencement, Abandonment, and Completion Periods, and time periods for City action, such times in which civil disaster, acts of God, or extreme weather conditions occur or exist will not be included if such times prevent the Developer or City from performing their obligations under the Agreement.

25. SEVERABILITY: If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

26. BENEFITS: The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also will be binding on the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the City to assign its rights under this agreement. The City will release the original Developer's Escrow if it accepts new security from any Developer or lender who obtains the Property. However, no act of the City will constitute a release of the original Developer from this liability under this Agreement.

27. NOTICE: Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

if to Developer

(Attn) _____
(Address) _____

if to City: **Attn: Willard City Manager**
 Willard City
 P.O. Box 593
 80 West 50 South
 WILLARD, UT 84340

28. RECORDATION: Either Developer or City may record a copy of this Agreement in the Clerk and Recorder's Office of Box Elder County, Utah.

29. IMMUNITY: Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under any applicable state law.

30. PERSONAL JURISDICTION AND VENUE: Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement or Escrow will be deemed to be proper only if such action is commenced in First District Court located in Brigham City, Utah, or in federal court located in Utah. The Developer expressly waives their right to bring such action in or to remove such action to any other court whether state or federal.

31. RECITALS: All foregoing recitals are fully incorporated herein.

Dated this _____ day of _____, 20____.

Developer – Individual and Representative of the Corporation

INDIVIDUAL ACKNOWLEDGEMENT

State of Utah)

ss

County of _____)

On the _____ day of _____, A.D. 20__

personally appeared before me _____

the signer(s) of the within instrument, who duly acknowledged to me that

he/she executed the same.

Notary Public

Residing at: _____, Utah

CORPORATE ACKNOWLEDGEMENT

State of Utah)

ss

County of _____)

On the _____ day of _____ A.D. 20_____

personally appeared before me _____

duly sworn, did say that he/she is the _____

of _____ of _____

the corporation which executed the foregoing instrument, and that said
instrument was signed on behalf of said corporation by authority of a
Resolution of its Board of Directors that the said corporation executed
the same.

Notary Public

Residing at: _____

City Manager, City of Willard

Date

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO FORM:

City Engineer

ATTACHED:

EXHIBIT A: PROPERTY DESCRIPTION TO BE SUBDIVIDED

**EXHIBIT B: COST ESTIMATES OF REQUIRED ON & OFF-SITE SUBDIVISION
IMPROVEMENTS**

**EXHIBIT C: COPY OF APPROVED SUBDIVISION PLAT AND
DEVELOPMENT/CIVIL PLANS**

**EXHIBIT D: FINANCIAL GUARANTEE – ESCROW OR LINE OF CREDIT
CERTIFICATE**

EXHIBIT A
LEGAL PROPERTY DESCRIPTION TO BE SUBDIVIDED

EXHIBIT B

**COST ESTIMATES OF REQUIRED ON & OFF-SITE SUBDIVISION
IMPROVEMENTS**

EXHIBIT C

COPY OF APPROVED SUBDIVISION PLAT AND DEVELOPMENT/CIVIL PLANS

EXHIBIT D
FINANCIAL GUARANTEE

ESCROW CERTIFICATE

TO THE CITY OF WILLARD, UTAH:

The undersigned Escrow Agent does hereby certify that it has in its possession and custody, cash in the sum of \$ _____ which said sum Escrow Agent is holding in escrow to guarantee the installation and completion, according to ordinance, of all off-site Improvements, as specified in **Exhibit 1** on the following legally described tracts of land in the City of Willard, Utah to wit:

Legal Description:

In the event the funds so provided herein do not pay for and complete in full all of the specified Improvements set forth in **Exhibit 1** and as contemplated herein, then and in that event, Developer agrees to forthwith pay to the City of Willard all additional amounts necessary to so complete such Improvements.

Said Escrow Agent hereby covenants and agrees that it will not release said funds to any person, firm, or corporation (other than as is hereinafter provided) without the express written consent and direction from said City of Willard, Utah, and that if said Improvements are not satisfactorily installed and completed according to City Ordinances within one (1) month short of two (2) years from the date hereof, that the said Escrow Agent will upon demand deliver said funds to said City of Willard, Utah, for the sole purpose of making and/or completing all of said Improvements, with said City to return to the said Escrow Agent any and all funds which may prove to be in excess of the actual cost to the City to make and/or complete said Improvements.

It is understood that the City may, at its sole option, extend said period of two (2) years for such completion of such Improvements upon request of the Escrow Agent or the Developer, if the City Council determines that such extension is proper.

It is further understood and agreed that all matters concerning this Agreement shall be subject to appropriate ordinances and code provisions adopted by said City of Willard, Utah.

DATED this _____ day of _____, 20____

Escrow Agent

Signature

Please Print Name and Title

Escrow Company Name and Mailing Address:

State of Utah)

ss

County of _____)

On the _____ day of _____, 20____ appeared before me the
signer(s) of the within instrument, who duly acknowledged to me that he/she
executed the same.

Notary Public: _____

Residing at: _____

APPROVED:

City Manager, City of Willard

Date

State of Utah)

ss

County of Box Elder)

On the _____ day of _____, 20____

Appeared before me the signer(s) of the within instrument, who duly acknowledged to me that he/she executed the same.

Notary Public: _____

Residing at: _____

APPROVED AS TO FORM:

City Attorney

Date

EXHIBIT 1

COST ESTIMATE OF REQUIRED ON & OFF-SITE SUBDIVISION IMPROVEMENTS

EXHIBIT H

(Title Report for Water Rights and Engineer's Certification of Sufficiency of Water Rights for the Project and Open Spaces 1 and 2)

[Attached herein and incorporated by reference.]

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 18.136 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 48 units and we need 0.818 rights unit, or 39.264.

However, we get a development credit of 1.018 rights for every acre developed. Since we intend to dedicate the open space to Willard, the acreage eligible for the credit is calculated as 24.83 total acres, minus dedication of 4.72 acres, which equals 20.11 acres.

20.11 acres x 1.018 shares = development credit of 21.128 rights

39.264 total impact minus 21.128 credit = Total water rights needed as 18.136

<u>Total Impact Calculation</u>				
ERUs		Rights / ERU		Total Impact
48.00	x	0.818	=	39.264
<u>Credit Calculation</u>				
Total Acreage		Dedicated Open Space		Acres Eligible for Credit
24.83	-	4.72	=	20.11
Acres Eligible for Credit		Credit / Acre		Total Credit
20.11	x	1.018	=	21.128
<u>Total Rights Needed Calculation</u>				
Impact		Credit		Total Rights Needed
39.264		21.128	=	18.136

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 Totals
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	
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

Source of Info.: Proposed Determination

Status: Water User's Claim

Quantity of Water: 0.223 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: 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": [REDACTED]

"EARNEST MONEY DEPOSIT": [REDACTED] 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	Micheal
Republic	Hendry

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

Form Approved 7/12/17 Page 1 of 12

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,

Form Approved 7/12/17 Page 5 of 12

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

Form Approved 7/12/17 Page 6 of 12

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

Form Approved 7/12/17 Page 7 of 12
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.

Form Approved 7/12/17 Page 8 of 12

"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 10/1/2024
(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)

Form Approved 7/12/17 Page 9 of 12

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: <u>Lynette Harding</u>	dotloop verified 09/30/24 9:55 PM MDT 6ADQ-DZYD-AKXQ-NID9G	<u>Wayne L Harding</u>	dotloop verified 09/30/24 9:55 PM MDT 6ADQ-DZYD-AKXQ-NID9G
(Signature of Authorized Signer)			

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

(Print Name of Authorized Signer)

Its: TTEE & TTEE

(Print Position of Signer)

Copyright © 2017, CCIM Utah. All rights reserved. Permission is granted to use it, but not to change it. If you have concerns about the veracity of the copy with which you are working, go to <http://www.utahccimchapter.com/forms>, where an original version of the form is available.

Form Approved 7/12/17 Page 10 of 12

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)

Copyright © 2017, CCIM Utah. All rights reserved. Permission is granted to use it, but not to change it. If you have concerns about the veracity of the copy with which you are working, go to <http://www.utahccimchapter.com/forms>, where an original version of the form is available.

Form Approved 7/12/17 Page 11 of 12

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:

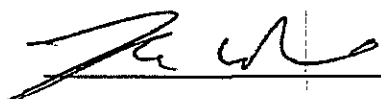
(Signature of Buyer's Authorized Signer) (Print Name of Authorized Signer) (Date) (Signature of Seller's

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)

Form Approved 7-12-17 Copyright © 2017, CCIM Utah. All rights reserved. Permission is granted to use it, but not to change it. If you have concerns about the veracity of the copy with which you are working, go to <http://www.utahccimchapter.com/forms>, where an original version of the form is available.

Form Approved 7/12/17 Page 12 of 12



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

Date 09/30/24 Buyer's Initials [Signature] Date 10/1/24

09/30/24
3:55 PM MDT
dotloop verified

the 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.

[Signature] 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

Wayne L Harding
Signer) (Print Name of Authorized Signer) (Date)

dotloop verified
09/30/24 9:55 PM MDT
UCAU-117W-VDSP-8RYO

Lynette Harding

dotloop verified
09/30/24 9:13 PM PDT
QSVY-48N7T-ETKVJDXF

Form Approved 7/12/17

Copyright © 2017, CCIM Utah. All rights reserved. Permission is granted to use it, but not to change it. If you have concerns about the veracity of the copy with which you are working, go to <http://www.utahccimchapter.com/forms>, where an original version of the form is available.

Page 2 of 2 Seller's Initials *BH* *WLBH* Buyer's Initials *Z* Date *10/1/2024*

09/30/24 09/30/24
dotloop verified dotloop verified

24.24 MASTER PLANNED COMMUNITY ZONE

[24.24.010 Purpose](#)

[24.24.020 Minimum Size](#)

[24.24.030 Open Space Required](#)

[24.24.040 Fee In Lieu Of Open Space](#)

[24.24.050 Density](#)

[24.24.060 Preliminary Site Plan](#)

[24.24.070 Subdivision Requirements](#)

[24.24.080 Phase Development](#)

[24.24.090 Planning Commission Recommendation](#)

[24.24.100 Development Standards](#)

[24.24.110 Modification By City Council](#)

[24.24.120 Development Agreement](#)

[24.24.130 No Guarantee Of Approval](#)

[24.24.140 Findings Required For Approval](#)

[24.24.150 Designation](#)

[24.24.160 Permit Approval](#)

[24.24.170 Amendments To Plan](#)

[24.24.180 Commencement Of Work](#)

[24.24.190 Performance Bonds](#)

HISTORY

Repealed by Ord. [2021-1](#) on 2/11/2021

24.24.010 Purpose

Each Master Planned Community Zone ("MPC Zone") is intended to allow a master planned, architecturally designed development where customized zoning requirements apply in order to permit flexibility and initiative in a large-scale site development while maintaining the rural nature of Willard City. Each MPC Zone will be developed in accordance with an approved development agreement and compliance with the Willard City Zoning and Land Use Ordinances and with the general requirements outlined herein. Further, this ordinance is intended to provide a benefit to Willard City and is not intended to solely benefit an applicant of an MPC Zone.

HISTORY

Adopted by Ord. [2021-2A](#) on 3/10/2022

Adopted by Ord. [2025-06](#) on 2/13/2025

24.24.020 Minimum Size

Each MPC Zone shall be at least ten (20) acres. Parcels must form one (1) contiguous area and cannot be bisected except by a public right-of-way, easement, or natural barrier.

HISTORY

Adopted by Ord. [2021-2A](#) on 3/10/2022

24.24.030 Open Space Required

A minimum of twenty percent (20%) Open Space shall be provided in each MPC Zone to include natural maintained choice Open Space, improved parks as approved by the City Council. Open Space that is unbuildable because of slope, wetlands, flood drainage, or contamination, shall not be considered as Open Space.

- A. Detention basins may count as Open Space only if they provide recreational amenities, including but not limited to: Playgrounds, gazebos, exercise stations, or sports fields with

parking lots.

- B. Park strips, curb, gutter, sidewalks, common yards, private yards and publicly dedicated streets shall not count as Open Space.
- C. A method approved by the City Council to maintain Open Space shall be established prior to the sale of any lots in an MPC Zone. Preservation, maintenance, and ownership of required Open Spaces within the MPC Zone may be accomplished by any of the following:
 - 1. Dedication of the land as a public park or trails system.
 - 2. Granting to the City a permanent Open Space easement on or over any privately owned Open Space to guarantee that the Open Space remains perpetually in public recreational use, with ownership and maintenance being the responsibility of the owner of a Home Owner's Association ("HOA") established by bylaws which are satisfactory to and approved by the City.
 - a. If an applicant desires to transfer ownership of the Open Space to an HOA, (1) year period, beginning at the time the HOA is controlled by the property the City may provide temporary approval of an HOA for a probationary one owners within the MPC Zone. During this probationary period, the City Council may monitor the effectiveness of the HOA in preserving and maintaining the Open Space. If at the end of the one (1) year probationary period it is determined by the City Council that the HOA is unable or unwilling to maintain the Open Space within the bylaws established for the HOA and the approved Development Agreement the City may terminate the probationary approval of the HOA and create a special assessment area for the purposes of maintaining the Open Space.. An HOA may have the right to appeal a City Council decision to terminate the approval of the HOA by filing a written notice of the appeal with the City Recorder within 15 days of the City Council's decision. Any such appeal shall be heard by the Hearing Officer.
 - b. The City may at their discretion, create a special assessment area to provide for the benefit, improvement, and maintenance of the Open Space areas.
 - (1) An agricultural conservation easement in a manner approved by the City Council.

HISTORY

Adopted by Ord. [2021-2A](#) on 3/10/2022

24.24.040 Fee In Lieu Of Open Space

As an alternative, the City Council may at its discretion charge a fee in lieu of open space to allow for more centralized parks of other municipal off-site improvements as the City Council determines.

- A. A fee in lieu of Open Space may be provided if the following requirements are met:
 - 1. The amount of acreage that is required as Open Space shall be reviewed and recommended by the Planning Commission as part of the MPC Zone application process.
 - 2. The fee in lieu of Open Space shall be determined by an appraised price per acre and the amount shall be approved by the City Council.

HISTORY

Adopted by Ord. [2021-2A](#) on 3/10/2022

24.24.050 Density

The Density of the MPC Zone shall be consistent with the policies of the General Plan

HISTORY

Adopted by Ord. [2021-2A](#) on 3/10/2022

24.24.060 Preliminary Site Plan

A preliminary site plan shall be submitted and considered concurrently with an application for approval of a MPC Zone. The preliminary site plan shall show at least the following:

- A. The proposed zone name and location.
- B. A proposed development agreement.
- C. Permitted, conditional, accessory uses proposed for and in the MPC Zone.
- D. Proposed residential use density.
- E. Minimum lot sizes.
- F. The range of average lot sizes.
- G. Building locations.
- H. Building elevations.
- I. Open Space in the MPC Zone.
- J. Parking.
- K. Landscaping.
- L. Pedestrian and traffic circulation.
- M. Drainage and stormwater retention plan.
- N. Utility Layout including a plan for the installation of fiber optic lines and a secondary water system.
- O. Plans for grading.
- P. Proposed development standards providing:
 - 1. Lot standards establishing requirements for lot area and dimensions;
 - 2. Building, setback standards for front, side and rear yards; and
 - 3. Building regulations addressing building height, building orientation, and architectural design guidelines.
- Q. A conceptual master plan showing:
 - 1. The location of any proposed and/or existing easements, and rights-of-way.
 - 2. The location, arrangement and configuration of Open Space, including the location, arrangement, and configuration of any parks and/or trails.
 - 3. The location and design of street infrastructure and that the proposed street infrastructure is in harmony with the City's Road Master Plan.

R. Impact statement, showing the effect the proposed MPC Zone will have on the environment, city utilities, traffic, and schools. The City Engineer may on their own or at the request of the Planning Commission or City Council conduct a traffic and/or environmental studies to determine the impact the proposed MPC Zone may impose on existing infrastructure and future development. The application shall solely bear the costs of any impact study, either done at the applicant's direction or at the direction of the City Engineer, City Council, or Planning Commission.

HISTORY

Adopted by Ord. [2021-2A](#) on 3/10/2022

24.24.070 Subdivision Requirements

Compliance with the requirements of this ordinance does not exempt any applicant from meeting any other applicable requirements of this Chapter and the Willard City Zoning and Land Use Ordinances.

HISTORY

Adopted by Ord. [2021-2A](#) on 3/10/2022

Adopted by Ord. [2025-06](#) on 2/13/2025

24.24.080 Phase Development

If the MPC Zone is proposed to be developed in phases, the preliminary site plan shall also show phase boundaries. Each phase shall be of such size, composition, and arrangement so that construction and operation of each phase is feasible as a unit, independent of any subsequent phase.

HISTORY

Adopted by Ord. [2021-2A](#) on 3/10/2022

Adopted by Ord. [2025-06](#) on 2/13/2025

24.24.090 Planning Commission Recommendation

After consideration of the site plan, application, and proposed development agreement, the Planning Commission shall make a recommendation to the City Council regarding the MPC Zone. At the same time, the Planning Commission shall approve, approve with conditions or recommend the disapproval of the preliminary site plan for the proposed MPC Zone. Planning Commission approval of a preliminary site plan, application, and/or development agreement shall not be effective unless and until a corresponding MPC Zone is approved by the City Council.

HISTORY

Adopted by Ord. [2021-2A](#) on 3/10/2022

Adopted by Ord. [2025-06](#) on 2/13/2025

24.24.100 Development Standards

The development standards may include development regulations regarding processing of applications, common and private Open Space guidelines, natural resource protections, grading, drainage and street standards.

HISTORY

Adopted by Ord. [2021-2A](#) on 3/10/2022

Adopted by Ord. [2025-06](#) on 2/13/2025

24.24.110 Modification By City Council

In considering an application for an MPC Zone, the proposed site plan, application, and development agreement may be modified by the City Council to meet the intent and requirements of this Chapter and may include regulations and standards other than those proposed by this Chapter.

HISTORY

Adopted by Ord. [2021-2A](#) on 3/10/2022

Adopted by Ord. [2025-06](#) on 2/13/2025

24.24.120 Development Agreement

An MPC zone shall only be established with the concurrent approval of a development agreement that is mutually agreeable between the applicant of an MPC Zone and the City.

HISTORY

Adopted by Ord. [2021-2A](#) on 3/10/2022

Adopted by Ord. [2025-06](#) on 2/13/2025

24.24.130 No Guarantee Of Approval

Submittal of an application for an MPC Zone does not guarantee the application will be approved. An MPC Zone may be approved only if the City Council, after receiving a recommendation from the Planning Commission, finds the MPC Zone and the associated preliminary plan, application, and development agreement meet the findings required for approval.

HISTORY

Adopted by Ord. [2021-2A](#) on 3/10/2022

Adopted by Ord. [2025-06](#) on 2/13/2025

24.24.140 Findings Required For Approval

The proposed MPC Zone may be approved only if the City Council makes all of the following findings:

- A. The proposed MPC Zone conforms to the guidelines and policies of the General Plan.
- B. The MPC Zone provides equal or greater compatibility with surrounding land uses.

12-106-15. Additional Factors Considered but not Required

- A. The MPC Zone is necessary to provide land use or design standards tailored to a specific geographic area and development program that cannot otherwise be provided through conventional zoning.
- B. The MPC Zone provides equal or greater protection to sensitive lands than would occur with conventional zoning.
- C. The MPC Zone avoids incompatible development on lands subject to natural hazards.
- D. The MPC Zone promotes efficient land use by allowing housing and/or commercial development at densities that are appropriate for the area.
- E. The MPC provides equal or greater opportunities for alternative modes of transportation such as walking, bicycling, or transit, than would occur with conventional zoning by:
 - 1. Encouraging or requiring significant mixed-use development where appropriate; and

Providing a master plan with direct and convenient pedestrian or bicycle connections between all land uses.

HISTORY

Adopted by Ord. [2021-2A](#) on 3/10/2022

24.24.150 Designation

Upon approval, each MPC Zone shall be given a unique name following the designation "MPC-" and shall be independent of any other MPC Zones.

HISTORY

Adopted by Ord. [2021-2A](#) on 3/10/2022

Adopted by Ord. [2025-06](#) on 2/13/2025

24.24.160 Permit Approval

Within an MPC Zone, applications for subdivision approval, site plan, conditional use permits and any other needed permits shall be submitted and approved as required to implement the conceptual master plan. The conceptual master plan shall meet the conceptual subdivision review requirements of the Willard City Ordinances.

HISTORY

Adopted by Ord. [2021-2A](#) on 3/10/2022

24.24.170 Amendments To Plan

Amendments to an approved preliminary plan and application shall be obtained by following the procedures required for first approval as set forth in this section.

HISTORY

Adopted by Ord. [2021-2A](#) on 3/10/2022

Adopted by Ord. [2025-06](#) on 2/13/2025

24.24.180 Commencement Of Work

Any Developer of an MPC Zone created under this ordinance shall begin and show diligent and consistent work towards the construction of an MPC Zone commenced within one (1) year of the date from which the City Council grants approval of the Zone and the accompanying development agreement; or the MPC Zone application shall be denied and the zone shall revert to the previous zone.

HISTORY

Adopted by Ord. [2021-2A](#) on 3/10/2022

Adopted by Ord. [2025-06](#) on 2/13/2025

24.24.190 Performance Bonds

Prior to the commencement of "Development Activities" as defined in Utah Code Ann. §10-9A-101 et seq., or the recording of any subdivision plat, a developer must file a cash bond, or an escrow bank account bond, or an irrevocable letter of credit as an improvement assurance in a form approved by the Willard City Attorney

HISTORY

Adopted by Ord. [2021-2A](#) on 3/10/2022

Adopted by Ord. [2025-06](#) on 2/13/2025



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, February 5, 2026 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

- 5A. CONSIDERATION AND RECOMMENDATION REGARDING A PETITION FROM WESTERN LAND DEVELOPMENT TO REZONE APPROXIMATELY 24.83 ACRES LOCATED AT APPROXIMATELY 500 SOUTH 200 WEST FROM A-5 TO MASTER PLANNED COMMUNITY (MPC), A DEVELOPMENT AGREEMENT, AND A PRELIMINARY PLAN (02-052-0001, 02-052-0002, AND 02-052-0005) (CONTINUED FROM NOVEMBER 6, 2025)

Time Stamp 09:09 Part 1 – 02/05/2026

Amy Hugie addressed Doug Younger's question. The application from Western Land Development was governed by Willard's old MPC Ordinance. However, the best description for an agricultural open space easement was found in 24.24.030(C) of the new MPC Ordinance, *"An agricultural conservation easement may be established on lots above one (1) acre. Easement deeds shall provide Willard City full rights to enforce the deed terms at the cost of the landowner. The plat map shall designate the building envelope for each lot. An easement of the agricultural area will be deeded to Willard City. The agricultural easement deed will restrict the construction of structures, roads, or other above-ground infrastructure. Crop and livestock production facilities below 10 feet in height, such as fences and irrigation systems, will be allowed. Only the area of the agricultural easement shall count toward the open space requirement."* She explained that agricultural open space would be owned by a private landowner and would be used for farming. The land would have an easement granted to Willard City. Any structures over 10 feet in height were prohibited. The old MPC Ordinance referred to an agricultural easement in a manner approved by the City Council, which opened the door for negotiation regarding the height of structures.

Ms. Hugie stated that her staff report broke down the key issues the Planning Commission needed to look at. The Planning Commission needed to make some decisions regarding the open space. Did it want a fee in lieu of, or did it want an agricultural open space? How did it want the open space to be owned? What did the Planning Commission want the open space to look like? How should maintenance be addressed? Should maintenance be handled by a homeowners' association (HOA)? She could foresee a problem with agricultural open space when and if no one wanted to farm it. During discussions with the applicant, the administration tried to determine what would happen if the open space wasn't taken care of. The development agreement needed to outline the enforcement process – notification and a property lien if Willard had to take care of the problem. The development agreement said that if a buyer could not be found to farm the property, it would be dedicated to Willard so the open space would not be lost.

Ms. Hugie said a second issue was density and whether the proposed density was consistent with the policies of the General Plan. She did not feel the applicant had clearly delineated how the density complied with the General Plan other than stating that the density was close to the densities of The Orchards and Deer Run. Deer Run was approved under the PUD Ordinance, which had since been repealed and which was very different from the MPC Ordinance. The Orchards Subdivision was approved under the old MPC Ordinance. Another key issue was frontage. A majority of the proposed lots were less than 100 feet wide.

Ms. Hugie stated that the development agreement was long. Most of it dealt with technical issues, such as what would happen if the developer defaulted. However, she tried to make sure that the descriptions in the development agreement matched the attached master plan so that plats submitted in the future matched what was in the agreement.

Kyle White, Western Land Development, Salt Lake City, asked the Planning Commission to listen to comments from one of the property owners.



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, February 5, 2026 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

Wayne Harding, 145 South 200 East, stated that part of the 24.83 acres was owned by his family. The land had been in the Harding family for 150 to 175 years. His ancestors came to Willard in 1852. He and his siblings felt the current proposal from Western Land Development was reasonable. In some of the earlier proposals, it felt like there were too many lots. The current proposal had a good mix of small and large lots considering what was to the south and north. The Harding family supported the current proposal and open space and would like to see it come to fruition.

Kyle White stated that based on feedback they received from the public and Planning Commission on November 6, 2025, regarding walking trails in backyards and the number of lots fronting 600 South, the proposed preliminary plan had been revised. The walking trails had been removed, which had increased lot sizes. The smallest lots adjacent to the Deer Run Subdivision used to be a quarter acre. Now the smallest lots were .30 acres, or 13,160 square feet. The size of the open space had been increased to 3.64 acres. Lots that were located on the north side of 600 South had been pivoted to front onto 200 West and 100 West. That allowed the open space to have frontage along 600 South making it a more integral part of the community. There had been extensive discussion about the number of building lots. They started with 84 lots; then dropped to 62. The current plan had 50 lots.

Mr. White felt there was considerable support in the General Plan for their proposal, which was evidenced by the recently approved Orchards Subdivision proposed by Heritage Homes. The General Plan said the Master Planned Zone allowed for development flexibility in exchange for beneficial amenities for the development itself, the neighborhood, and the city. The most impactful statement in the General Plan was that density should be determined in conjunction with the project, neighborhood, city, and benefits voluntarily being provided. The General Plan didn't specify a specific density. If a development proposed something different than what was allowed in the current ordinances, the General Plan asked what was in it for Willard?

Mr. White said this was the fifth time they had met with the Planning Commission, including work sessions. There had been a lot of discussion about what was in it for Willard. They felt the agricultural easement was the most obvious reason their proposal was in accordance with the General Plan. He felt the 3.64-acre peach orchard preserved rural character, particularly in this location, better than a lot of alternatives. In addition, infrastructure was being created around the project, including the completion of 200 West, and additional open space would be built in the southwest corner of the project. The project design provided a good opportunity to utilize the land in an efficient way. He felt they had worked with Ms. Hugie to incorporate the mechanics of the agricultural easement into the development agreement.

Mr. White believed leaving the management of the orchard in private hands was a win-win. One of the big challenges in preserving open space, which neighboring developments hadn't done thoroughly, was providing it in a way that didn't create an immediate and significant burden to the city. He felt the agricultural easement was a great way of providing a permanent open space that benefited the residents of the community and the city with maintenance the responsibility of a private owner. There might be the possibility a future owner would want to give the land to the city. He agreed there needed to be a backup plan in case that happened. However, the orchard was a well performing, well-producing, existing orchard. He didn't feel there was a lot of incentive for that to happen. He felt the development agreement provided solutions for that possibility, which gave the city control. The best-case scenario was Willard was getting 3.64 acres of open space managed by someone else for the benefit of everyone. The big question for the Planning Commission was whether the peach orchard was worth preserving.

Commissioner Dubovik didn't feel there was any question about whether preserving the peach orchard was worthwhile. Preserving the rural feel had been Willard's motto for quite a while, but the devil was in the



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, February 5, 2026 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

details. Who would own the land? How would it be controlled? Mr. White had talked about the benefit to the city. Was the benefit to the city the ability to walk and drive past the orchard to look at the trees? Was there public access to the orchard? Would the ground be owned by a business that would use it for commercial purposes? What were the details of the private ownership?

Amy Hugie said part of the problem was that Western Land had not provided a copy of the agricultural land easement. The development agreement said the easement was supposed to be attached as an exhibit, but Western Land had not submitted it. Western Land had not addressed redlines she sent on February 2, 2026.

Kyle White said he had responded to Ms. Hugie. He had accepted all the changes. Ms. Hugie said his response came in an email. The language of the development agreement itself had not been updated. Mr. White disagreed. He felt the changes had been made and resubmitted.

Commissioner Ormond asked if Western Land had a buyer for the peach orchard. Kyle White said the existing landowner wanted to retain ownership.

Chairman Bodily stated that at some point in time the ownership would change. How would that be handled? Mr. White said a change in ownership would be handled through the agricultural easement. Willard would hold the easement. Commissioner Bingham said whoever purchased the property could only use it for agricultural purposes. Chairman Bodily said Willard could end up with the land if no one wanted it.

Commissioner Gilbert asked if the peach orchard came with water rights. Kyle White said it did. The development agreement required the peach orchard to have water rights.

Commissioner Gilbert asked if the open space could be used for cattle if no one wanted the peach orchard. Amy Hugie said that in theory it could, but she hadn't seen the actual agricultural easement. Commissioner Gilbert stated that the Planning Commission liked the idea of an agricultural easement, but it needed to see the actual document so it could be reviewed.

Kyle White said they had been working on this project for about a year and a half. The agricultural easement document was a pretty extensive document, and it was specific. They would be happy to put it together, but they only wanted to do so when Willard was able to approve the project. They hoped this meeting would end with a recommendation for approval subject to conditions like an acceptable agricultural easement. While they were still trying to finalize the general framework, it was hard to provide that level of detail. Mr. White felt they had provided a pretty detailed framework in the development agreement. The development agreement had big guardrails, but it did not answer very specific questions, such as whether the open space could be used for cows. A traditional agricultural easement could be used for cattle. They were not proposing that the open space had to remain a peach orchard.

Commissioner Dubovik asked if Western Land Development was asking the Planning Commission to accept the layout and the location and size of the open space. Mr. White said it was. They needed to know if the Planning Commission liked the concept. They didn't want to put together an agricultural easement document if the Planning Commission didn't want the agricultural easement.

Commissioner Braegger asked what would happen if the current owner of the peach orchard didn't want to run the orchard any longer. Mr. White said several fruit stands, including the one that was actively managing the property, had offered to purchase the orchard.



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, February 5, 2026 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

Commissioner Bingham felt the agricultural easement needed to outline what could happen in the future if a buyer could not be found. There needed to be a provision that the land would retain an agricultural use of some nature, or it would revert to the ownership of Willard City. The City would then have to figure out what to do with the land. As an agricultural easement, the land would not be worth what developable land was so he felt someone would be interested in it.

Commissioner Gilbert asked if the project was short of the required open space. Kyle White said the open space was just over 20%. Ms. Hugie said the development agreement said the project was short on open space and proposed a fee in lieu of. Mr. White said he had left the language of the development agreement vague so if there was an option for a fee in lieu of in case the Planning Commission made changes that dropped the open space less below 20%.

Commissioner Bingham liked the agricultural easement. However, his biggest concern was the narrow frontages of 70 feet. The Zoning Code required lots to have 100 feet of frontage. He wasn't as concerned about the lot sizes because of the proposed open space. He was concerned about the proposed frontages. Willard residents wanted half-acre lots so houses would not be so close together. If the frontages in Canyon Bay were wider, the lots would appear to be larger than they were. The density perception would change.

Chairman Bodily felt the lots in Deer Run were 70 feet wide. He felt 70 feet was too narrow. Kyle White said the patio homes in Deer Run were only about 55 feet wide.

Kyle White showed the Planning Commission several home designs that would fit on a 70-foot lot with the same setbacks as the R ½ Zone – 10 and 15 feet. On the smallest lots in Canyon Bay, homes would still have a three-car garage.

Commissioner Bingham stated that most homes in the R 1/2 Zone had setbacks that were larger than 10 feet. He felt trying to get a vehicle into a backyard would be difficult with only 10 feet. He felt larger frontages would be a benefit or an amenity to Willard City.

Kyle White said the current design created a lot of open space, which had shrunk the available space for lots. He felt the smaller frontages and deeper lots were an efficient use of the land. The Orchards Subdivision to the north, which was recently approved, had 22 lots below a quarter-acre. Canyon Bay had none. Forty-four percent (44%) of the lots in Canyon Bay were greater than .40 acres. The Orchards only had 33%. Canyon Bay's average lot size was bigger than The Orchards, and The Orchards had zero open space, except for their detention. The Orchards did not have 100-foot frontages, nor did they have any frontage requirements in their plan. The frontages in The Orchards were larger than Canyon Bay's. However, Canyon Bay had been able to achieve their lot sizes while still providing Willard with 3.64 acres of open space to preserve rural character, which was the exact spirit of the General Plan. The reason they could do that was smaller frontages. He felt they had struck a balance.

Commissioner Bingham liked the proposed concept. However, Willard residents were very adamant about lot sizes. They just didn't want one house on top of another.

Commissioner Dubovik was very happy Western Land wasn't proposing a 500-unit apartment building. He was happy the lots were larger than those in Deer Run and The Orchards. It wasn't what Willard would generally like, but he felt it was striking a balance. It did lend to a variety of lot sizes, and there were 3.64 acres of a beautiful orchard left. Western Land had approached Willard City in good faith and had made a lot of changes. A 100-foot frontage was great; 80 feet was not as great but was still acceptable. He felt a discussion was needed regarding the frontages.



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, February 5, 2026 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

Commissioner Braegger asked if there could be a compromise. It would be nice to have some of the lots wide enough for an RV pad.

Kyle White felt a 100-foot frontage was an arbitrary line in the sand.

Commissioner Bingham said Willard had allowed lots with less than 100 feet of frontage in the Old Town Willard Zone. However, 70 feet was a long way from 100 feet. Eighty feet was preferable to 70 feet. He didn't necessarily want Western Land to lose any lots but asked if there was a different configuration that would allow wider lots.

Kyle White said Western Land knew frontages would be a topic of conversation. They had looked at 85-foot frontages, but they only ended up with 43 lots. If they zoned the property R ½, they could get 41 lots without any open space. He understood that the Planning Commission would like wider lots. Unfortunately, if they increased the lot widths to even 78 feet, it was more advantageous to do an R ½ Zone. If the Planning Commission didn't want the 3.64 acres of open space, Western Land could do an R ½ Zone. An R ½ subdivision would have less infrastructure for them to build and no open space to manage. Was the MPC Zone and the proposed open space with an agricultural easement valuable?

Commissioner Dubovik stated that if one lot was removed, all the other lots would become 77 feet wide. Mr. White said an MPC Zone with a 77-foot frontage was their max.

Commissioner Gilbert didn't want to lose the agricultural easement; neither did Commissioner Bingham.

Commissioner Gilbert asked if the open space in the southwest corner could be shrunk down to get more frontage. Kyle White said the size of the detention area on the southwest corner was based on the stormwater calculations.

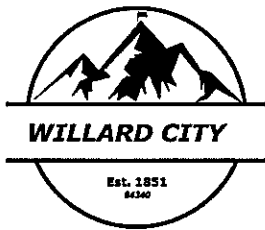
Commissioner Gilbert asked if the detention area would have grass and amenities. Mr. White said it would have sod, a playground, and a gazebo. Commissioner Gilbert asked who would own the detention area. Mr. White said that was up to the city. The detention basin could be dedicated to the city, or it could be owned and managed by a homeowners' association (HOA). They were comfortable with either option.

Commissioner Bingham asked what Willard would prefer. Jeremy Kimpton, City Manager, said there were pros and cons to both. Dedicated land meant additional expense and liability for Willard, but HOA's had not always been successful. Amy Hugie said HOA's were a lot more regulated. Mr. White said that in this case, the HOA would have a very limited scope. Ms. Hugie said ownership of the detention basin was a policy decision.

Commissioner Bingham asked if the Planning Commission had discussed all the issues in Ms. Hugie's staff report.

Amy Hugie said 24.24.140 of the Zoning Code required the city to make very specific findings before the MPC Zone could be approved. The Planning Commission needed to decide if the language provided in the development agreement met those requirements. Her redlines said the development agreement needed to outline specific findings.

Kyle White said he had addressed Ms. Hugie's comments in the latest version he sent. Ms. Hugie said he put his comments in a note but not the document itself. The findings needed to be outlined in Section 2.2



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, February 5, 2026 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

of the development agreement so there was a record of why Western Land believed they complied with 24.24.140.

Kyle White read what he sent to Ms. Hugie, *"The City Council specifically makes these findings as required in 24.24.140 of the MPC Ordinance that: A. The proposed MPC Zone conforms to the guidelines and policies of the General Plan, and that B. The MPC Zone provides equal or greater compatibility with the surrounding land uses. The City Council makes these findings due to language on Page 58 of the General Plan which states that 'Density shall be determined in conjunction with the project, neighborhood, and its benefits voluntarily being provided.'"* The agreement went on to say, *"Canyon Bay has lower proposed density and larger average lot sizes than the two large previously approved projects to the north and south, Deer Run (3.3 units per acre) and Orchards at Willard (2.1 units per acre)."* He argued that Canyon Bay preserved rural character by creating open space better than the recently approved project to the north that didn't provide any open space. Mr. White felt he had made a case about why they complied with the requirements for an MPC Zone. If a member of the Planning Commission disagreed, he was open to why.

Amy Hugie did not feel there were enough details. Mr. White had restated what was in the code but did not state how their proposal met the code's requirements.

Kyle White proposed that the Planning Commission make a motion to recommend approval of the rezone subject to language in the development agreement being revised regarding burden of proof to the satisfaction of the city attorney.

Commissioner Braegger asked when the public hearing regarding the rezone was held. Michelle Drago, Deputy Recorder, said it was held on November 6, 2025. Commissioner Braegger really wanted to know how the public felt about giving up the open space in exchange for lots with larger frontages. He agreed with Commissioner Bingham. It was difficult to get a large piece of equipment into a backyard via a 10-foot side yard. An additional seven feet would make it easier to get into a backyard and would also allow for an RV pad.

Kyle White agreed to lots with 77 feet of frontage as long as that was the last sticking point and he left with a recommendation.

Commissioner Braegger stated that Western Land had addressed the Commission's concerns. He appreciated that they had moved houses from 600 South to 100 West and 200 West. He felt 600 South would become a main thoroughfare, and he was concerned about cars backing onto it. The only thing he was concerned about was making the lots a little wider.

Commissioner Ormond said the side yard setbacks were more than just 10 feet. It was a total of 25 feet between the two side yards and 25 feet between houses.

The Planning Commission discussed lots with a minimum frontage of 77 feet and side yard setbacks of 10 and 15 feet. Kyle White said they could agree to that.

Commissioner Dubovik was procedurally uncomfortable when there was a difference of opinion between the developer and the staff. He felt two needed to work it out and be able to tell the Planning Commission that the application, development agreement, and the plan were ready for approval.



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, February 5, 2026 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

Commissioner Braegger agreed. If the staff wasn't comfortable with language in the development agreement, that needed to be resolved before the Planning Commission took any action. He felt taking the time to work things out would give Western Land time to revise the preliminary plat.

Kyle White stated that he was hearing that the Planning Commission was willing to make a positive recommendation to the City Council subject to the lots not being narrower than 77 feet, side yard setbacks of 10 feet and 15 feet, and submission of an agricultural easement document.

Commissioner Ormond felt there needed to be a resolution regarding ownership of the stormwater detention basin. Kyle White said that was up to the Planning Commission and City Council.

Commissioner Gilbert preferred that the detention basin be owned by Willard City. He was concerned about an HOA. Commissioner Braegger agreed. He didn't feel maintenance of the detention pond would be too much for the City to handle.

Commissioner Gilbert stated if the city was going to own the detention pond, he would like to see what Western Land proposed to do with landscaping and submittals for the gazebo and playground equipment.

Commissioner Bingham asked about the height of the proposed building on the agricultural easement. Kyle White said they had proposed a 28 foot by 15 foot building with a height no greater than 10 feet, but the language in the development agreement was more generic. The development agreement said a structure of 350 square feet, but he could agree to 300. There was an issue with the roof height. It was hard to do a pitched roof under 10 feet. So, they were asking for a maximum height of 11 feet.

The Planning Commission agreed with a building height of 11 feet.

Commissioner Ormond asked where the structure would be located. Mr. White said there wasn't a specific location. Commissioner Braegger felt the Planning Commission would like to know where the structure would be located.

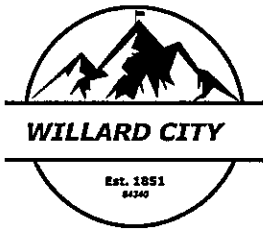
Commissioner Dubovik felt that if this item was tabled, a lot of the issues could be resolved. If they could be resolved, he felt the next meeting would be much shorter.

Kyle White stated that they had been waiting to get to this point. Did the Planning Commission have any other big concerns?

Commissioner Ormond stated that the Planning Commission had talked to Heritage Homes about working with Western Land regarding the stormwater detention. Mr. White said he would reach out to them again. It made sense for Heritage Homes to have Western Land's small piece next to their detention area, and there was a small triangle of land that made more sense for Western Land to have. He would continue to collaborate with Heritage Homes. It benefited everyone, but he didn't want it to hold up his approval.

Commissioner Braegger said the Planning Commission had not allowed all the phases of The Orchards to move forward due to concerns about the two projects aligning. Kyle White said the roads did align. Jeremy Kimpton said the City Engineer felt the roads lined up. They just felt those two little pieces could be better utilized.

Amy Hugie clarified what the Planning Commission was looking for in the development agreement. She understood there would be a minimum frontage of 77 feet; side yard setbacks of 10 feet and 15 feet;



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, February 5, 2026 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

agricultural conservation easement language; the height of the building on the agricultural easement would be 11 feet and 300 feet in size; identification of the structure's location on the agricultural easement; submittals for the gazebo and playground; and more clarifying language regarding how their proposal complied with the General Plan.

The Planning Commission wanted the City Attorney to be satisfied.

Kyle White asked who had the burden of proof about what met the General Plan. Ms. Hugie said it was on Western Land. The development agreement was being created for the future when all the creators were not around. Someone could pick up the agreement and understand why the development was approved and how it met the General Plan at the time.

Time Stamp: 0:00 Part 2 – 02-05-2026

Commissioner Bingham moved to table consideration and recommendation of a rezone petition from Western Land Development, a development agreement, and a preliminary plan subject to modification of the development agreement to the City Attorney's satisfaction. Commissioner Gilbert seconded the motion.

5B. DISCUSSION REGARDING A PROPOSAL TO AMEND 24.80.150, SECTION 24.080.050(D)(5), SECTION 24.24.190, SECTION 24.84.090, AND SECTION 24.72.070(C) OF THE WILLARD CITY ZONING CODE REGARDING GUARANTEES FOR SUBDIVISION IMPROVEMENTS, FACILITIES, AND AMENTITIES

Time Stamp: 0:33 Part 2– 02/05/2026

Amy Hugie stated that the administration wanted to make sure it was as easy as possible for Willard to be able to enforce guarantees for subdivision improvements. It was very difficult for cities to call a bond. The administration was asking that the Planning Commission recommend that sections of the Willard City Zoning Code be amended to remove a bond as a guarantee option. Developers would then have the options of an escrow or letter of credit. Ms. Hugie said bonding would be removed from Section 24.80.150, Section 24.080.050(D)(5), Section 24.24.190, Section 24.84.090, and Section 24.72.070(C). Language had been added to 24.80.150 to stipulate that the improvement guarantee would be in a subdivision improvement guarantee form provided by the city and met the terms required by the City Manager. Ms. Hugie said clarifying language was also needed in the section regulating excavation permits. It would be brought back to the Planning Commission later. The administration could bring a copy of the improvement guarantee form for the Planning Commission to review. The City Engineer was reviewing it as well.

The Planning Commission members felt the proposed amendment made sense. They asked that a copy of the proposed subdivision improvement guarantee agreement be included in the next packet.

Commissioner Braegger stated that on larger projects, most cities required an improvement guarantee that included a contingency amount. At the conclusion of the project the contingency funds were released. He felt that process worked well.

Commissioner Bingham moved to set a public hearing on February 19, 2026, at 6:30 p.m. to receive public comments regarding a proposal to amend Section 24.80.150, Section 24.080.050(d)(5), Section 24.24.190, Section 24.84.090, and Section 24.72.070(c) of the Willard City zoning code

Application Review Status

Pre-Review	Documents Received	Date Submitted
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	
Legal Department	Corrections Requested	
7/27/26- reviewing latest draft, need corrections.		
City Engineers	Reviewing	
Public Works	Reviewing	
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

Applicant Type

Owner

Subdivision Type

Residential

Assessor Parcel Number

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

Proposed Subdivision Name

Canyon Bay

Project Street Address

Not Yet Assigned

Legal Description

☐ **Legal Description.docx**

Total Number of Proposed Lots

48

Property Owner's Authorization Affidavit

☐ **owners_affidavit vExecuted.pdf**

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

File Upload

☐ 24-435 MPC SITE PLAN - 25.01.27.pdf

Is the area to be developed greater than 10 acres?

Yes

Preliminary Subdivision Plat

☐ 24-435 PRE PLAT 01.27.25 (1).pdf

Application Costs

✓

Application Completeness

✓

Review Process

✓

Resubmittals

✓

Engineer/Surveyor Firm

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 certify that the information contained in this application and all supporting documents is true, accurate, and complete to the best of my knowledge.

I understand that submission of this application does not guarantee approval and that additional information or revised plans may be required during the review process.

I acknowledge that I am responsible for all applicable application fees, professional review costs, and other costs incurred by Willard City in processing this application in accordance with the current Fee Schedule.

I understand that providing false or misleading information may result in denial of this application or other action as permitted by law.

I understand that approval of a Preliminary Subdivision Application does not authorize construction or installation of improvements and does not constitute approval of a Final Subdivision Plat.

Electronically Signed

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



Willard City Planning & Zoning

Home / Transactions

Transaction for Canyon Bay

Transaction Info

Date
Jan 29, 2025 3:18pm

Order #
JM4E-89015131-7AXQ

Method
ONLINE

Status
✔ SUCCESS

Total Charge
\$12,100.00

Subtotal
\$12,100.00

Fees

Code	Name	Amount	
211	Subdivision Application Fee	\$1,000.00	✕
211	Application Lot Fee	\$8,100.00	✕
211	Retainer	\$3,000.00	✕

Total: \$12,100.00 / \$12,100.00

Be aware that editing fees could potentially impact reconciliation with your payment processor.

+ Add Item

Payment Processor

Processor Used
Xpress Billpay

Transaction #
221643493

Permit/License Details:

Name:

Canyon Bay

Permit Type

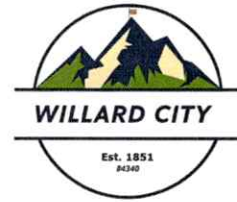
Preliminary Subdivision

Permit Term Starting

Jan 29, 2025

ITEM 5E

**Planning Commission
Staff Report
TreadMasters Tire and Lube LLC
705 South Main Street
9/27/2026**



Background

Troy Merrill, on behalf of Treadmasters Tire and Lube, has submitted a Conditional Use Permit (CUP) application to operate an automobile service business at approximately 705 South Main Street, Parcel No. 02-053-0008. An automobile service business in the Commercial Neighborhood zone requires a Conditional Use Permit. The building was previously occupied by Maxium Rentals for equipment rental, which was classified as Light Manufacturing and did not require a CUP.

Treadmasters Tire and Lube provides tire sales, oil changes, brake service, and suspension work. The applicant stated that the business does not perform engine or major mechanical work.

The applicant does not propose structural or drainage modifications to the building. Two vehicle lifts are proposed to be installed. No overnight exterior storage of tires or vehicles is proposed. Used tires will be stored inside the building and removed by a hauler approximately twice per month using a Connex container.

The CUP Review Committee held a special meeting on September 23, 2026, to review the application. The Committee discussed the proposed use, waste oil storage, the existing floor drain, parking, fencing and screening, hours of operation, outdoor work, lighting, and access to Highway 89. The Committee voted unanimously to forward the CUP application to the Planning Commission subject to the conditions identified in the meeting minutes.

Staff Review

Business Operations

The applicant proposes to operate Treadmasters Tire and Lube as an automobile service business providing tire sales, oil changes, brake service, and suspension work. Major mechanical and engine work is not proposed.

The CUP Review Committee recommends that tire changes may occur outside the building when necessary for trailers or oversized vehicles. Oil changes, brake work, and other mechanical repairs are to be conducted indoors.

Waste Oil Storage

Used oil is proposed to be stored in a sealed, above-ground environmental containment unit located outside the building. The applicant stated that the unit is inspected annually and pumped by a licensed company approximately once per month.

The CUP Review Committee recommends that used oil be stored in a safe, sealed container and emptied on a regular schedule.

Floor Drain

The existing floor drain was discussed during the CUP Review Committee meeting. The applicant stated that the drain discharges to a gravel-lined system and does not connect to the City sewer system. Public Works subsequently inspected the floor drain and confirmed that it does not connect to the City sewer system. The applicant was also asked to provide documentation from the property owner/building contractor regarding the condition and functionality of the drain. Mr. Merrill explained that oil spills are not cleaned up with water, but he agreed to the conditions.

The Committee recommended that the floor drain be inspected and documented by Public Works prior to the Planning Commission meeting. Payden Vine inspected the drain and confirmed it does not connect to the City sewer system. Mr. Merrill also obtained a letter from the property owner explaining the functionality of the drain. Please see attached.

Parking

The CUP Review Committee reviewed the proposed parking arrangement and determined that the use should be evaluated using an employee-based parking standard comparable to a service use rather than a retail use. The proposed parking arrangement includes:

- Six customer parking stalls in front of the building, excluding service bays;
- Three parking stalls on the south side of the building; and
- Approximately four employee parking stalls in the rear.

The applicant stated that the business operates primarily by appointment and typically has no more than four to five vehicles on site at a time. One ADA-compliant parking stall is also required.

The remaining customer parking stalls are to be painted on the asphalt, and the parking area is to be maintained free of weeds, trash, debris, and abandoned vehicles.

Fencing and Screening

The City Code requires outdoor accessory activity areas to be enclosed by a solid fence or wall sufficient to screen the area from the street or adjoining residential properties. The Committee discussed the existing fencing and retaining walls on the property and the limited nature of the proposed outdoor activity.

The Committee determined that additional fencing may not be necessary if the existing conditions are accepted by the adjoining property owner. The adjoining property owner to the south also has a CUP for their food truck business, and they use the same area for parking for their customers. There is an existing vinyl fence on the east side of the property. The adjoining property to the north is owned by the Flood Control.

The applicant was therefore asked to obtain letters from the southerly property owners confirming acceptance of the existing screening and fencing conditions. Please see attached.

Hours of Operation

The proposed hours of operation are:

- **Monday–Friday:** 8:00 AM–5:00 PM
- **Saturday:** 9:00 AM–2:00 PM

These hours were recommended by the CUP Review Committee as a condition of approval.

Outdoor Storage and Activities

No overnight outdoor storage of vehicles or tires is proposed. Used tires are to be stored in the Connex container and removed on a regular basis. No outdoor storage of new or used tires is permitted, except for a limited number of tires used as part of signage or marketing material.

Tire changes may occur outside the building when necessary for trailers or oversized vehicles; however, oil changes, brake work, and mechanical repairs are to occur indoors.

Noise and Idling

The CUP Review Committee recommended that the operation not create excessive noise and that vehicles not be permitted to idle unnecessarily. Mechanical repair activities are not to be conducted outdoors, except for permitted tire changes.

Highway 89 Access

Existing access to Highway 89 shall remain subject to all applicable UDOT approvals. No modification to the existing access may occur without UDOT approval.

Fire Safety

The CUP Review Committee recommended that fire extinguishers be installed at each bay/exit, with a minimum of three fire extinguishers, and that a fire inspection be completed by the Fire Chief prior to the business opening.

CUP Review Committee Recommendation

The CUP Review Committee voted unanimously to forward the Treadmasters Tire and Lube Conditional Use Permit application to the Planning Commission subject to the conditions identified in the meeting.

The following conditions were recommended:

1. **Hours of Operation:** 8:00 AM–5:00 PM, Monday–Friday; 9:00 AM–2:00 PM, Saturday.
2. **Fencing/Screening:** Obtain letters from adjacent property owners confirming acceptance of the existing screening and fencing conditions.
3. **Used Oil:** Used oil shall be stored in a safe, sealed container and emptied on a regular schedule.
4. **Fire Safety:** A minimum of three fire extinguishers shall be installed at bays/exits, and a fire inspection shall be completed by the Fire Chief prior to opening.
5. **Tire Storage:** Used tires shall be stored within the Connex container and removed on a regular basis. No outdoor storage of new or used tires shall be permitted, except for a limited number of tires used as signage or marketing material.
6. **Parking:** Six customer parking stalls shall be provided in front of the building, three stalls on the south side, and four employee stalls in the rear. The parking area shall be maintained free of weeds, trash, debris, and abandoned vehicles. One ADA-compliant parking stall shall be provided.
7. **Highway 89 Access:** Existing access to Highway 89 shall remain subject to all applicable UDOT approvals. No modifications to the existing access shall occur without UDOT approval.
8. **Noise and Outdoor Activities:** No excessive noise or unnecessary idling of engines shall be permitted. Oil changes, brake work, and mechanical repairs shall be conducted indoors. Tire changes may occur outside when necessary for trailers or oversized vehicles.
9. **Floor Drain:** The existing floor drain shall be inspected and documented by Public Works.

The Committee also requested an updated site plan showing the revised parking layout and letters from the adjacent property owners regarding the existing screening/fencing conditions. The minutes state that these items were submitted to the City Planner the following day. The site plan in the packet in the updated site plan.

Analysis

The proposed Treadmasters Tire and Lube use is an automobile service business located in the Commercial Neighborhood zone and therefore requires a Conditional Use Permit. The CUP Review Committee reviewed the proposed operation and identified conditions intended to address parking, screening, hours of operation, outdoor activities, storage, fire safety, and access.

The proposed conditions are intended to establish operating parameters for the business and address site-specific considerations identified during the review. The applicant has provided an updated site plan reflecting the revised parking arrangement, and the additional materials requested by the Committee were submitted to the City following the September 23 meeting.

Staff Recommendation

Staff recommends that the Planning Commission approve the Conditional Use Permit for Treadmasters Tire and Lube, subject to the conditions listed in this staff report and any additional conditions the Planning Commission determines are necessary to ensure compliance with the Willard City Code.



Conditional Use Permit (CUP) Review Committee – Special Meeting

September 23, 2026 – 2:00 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

b. Review and consideration of a request from Troy Merrill/Treadmasters Tire and Lube for a conditional use permit to operate an automobile service business at approximately 705 South Main (02-053-0008)

Madison Brown introduced this item, explaining that an automobile service business in a Commercial Neighborhood zone requires a conditional use permit. The building was previously used by Maxium Rentals for equipment rental, which had been classified as light manufacturing and did not require a CUP. Troy Merrill, owner of Treadmasters, and Layne Ferrin were present.

Business Description: Merrill described Treadmasters as a tire and lube shop providing tire sales, oil changes, brake service, and suspension work—comparable to Big O. The business does not perform engine or major mechanical work. Merrill noted that Treadmasters has operated in Brigham City for three years and has locations in Garden City and Arizona. He indicated the Willard location would serve as a better-accessed alternative to his current Brigham City location.

Building Changes: Merrill stated that no structural or drainage modifications are planned. Two lifts will be installed. Signage will be handled and permitted by a sign company. No exterior storage of tires or vehicles is planned overnight; used tires are stored inside and picked up by a hauler approximately twice monthly via a Connex container.

Waste Oil Storage: Used oil is stored in a sealed, above-ground environmental containment unit outside the building, which is inspected annually and pumped by a licensed company approximately once per month. Merrill expressed a clear preference for this system over underground or interior units based on past experience. Chief Mund requested better images of the oil storage tanks because the uploaded ones didn't scan well.

Floor Drain and Oil-Water Separator: A discussion arose regarding whether the existing floor drain requires an oil-water separator. Merrill explained that the drain discharges into what Paul Breider described as a French drain with a gravel-lined bucket, which does not connect to the city sewer system. The committee acknowledged that while no oil-water separator is present and installation would be impractical, the business does not use water to clean the shop floor—spills are managed with absorbent material. It was agreed that Payden Vine, Maintenance Supervisor, would inspect the drain with Merrill after the meeting to document its condition for the Planning Commission. Vine inspected the floor drain and confirmed that it does not connect to the city sewer system. He suggested the applicant get a letter from the Breider's, who built the building, explaining the functionality and condition of the drain. Please see the attached letter from the Breider's.

Parking: The committee discussed parking in detail. Brown noted that no specific parking standard exists for automobile service in the city code, and that the zoning administrator may apply the nearest comparable standard. The committee agreed to classify the use similarly to a service use rather than retail, applying an employee-based standard consistent with the Romero Construction determination. The following parking arrangement was agreed upon: six customer stalls in front of the building (excluding the bays), three stalls on the south side, and employee parking in the rear of the property (approximately four stalls). It was noted that Treadmasters operates on a scheduled basis and typically sees no more than four to five vehicles on-site at any given time. A handicap-accessible stall with both painted markings and a post-mounted sign is required per ADA standards. During his site visit, Vine discussed the location of the ADA compliant stall. The Northern most stall on the West side of the building was determined to be the best location if it meets ADA standards. Vine encouraged Merrill and Ferrin to ensure the stall would meet all ADA standards. The CUP requested the rest of the customer parking stalls be painted on the asphalt.

Fencing/Screening: The city code requires that any outdoor accessory activity area be enclosed by a solid fence or wall sufficient to screen it from the street or adjoining residential parcels. The committee discussed that the nature of the business does not involve significant outdoor activity, that existing fencing and retaining walls are already in place on portions of the property, and that the food truck



Conditional Use Permit (CUP) Review Committee – Special Meeting
September 23, 2026 – 2:00 p.m.
Willard City Hall – 80 West 50 South
Willard, Utah 84340

parking arrangement for the adjacent neighbor (the Surrage's) should not be disrupted. It was discussed that, rather than requiring new fencing, the applicant should obtain letters from the Surrage's confirming their acceptance of existing conditions as adequate mitigation. Please see the attached letter from the Surrage's. There is an existing white, vinyl fence existing on the east side of the property. The north property line is not directly adjacent to a residential property.

Other Conditions Discussed: Hours of operation are 8:00 AM to 5:00 PM Monday through Friday, and 9:00 AM to 2:00 PM on Saturdays. Tire changes may occur outside the building (e.g., for trailers or oversized vehicles), but oil changes, brake work, and mechanical repairs are to be conducted indoors only. Exterior lighting from signage will be the only lighting change; no new exterior lighting is proposed. No vehicles are to be stored outside overnight. The committee also noted that access to Highway 89 shall remain subject to all applicable UDOT approvals, and no modifications to the existing access may occur without UDOT approval.

The committee confirmed the following conditions of approval to be forwarded to the Planning Commission:

- Hours of operation: 8:00 AM–5:00 PM, Monday–Friday; 9:00 AM–2:00 PM, Saturday.
- Letters from adjacent neighbor confirming acceptance of existing screening/fencing conditions.
- Used oil to be stored in a safe, sealed container and emptied on a regular schedule.
- Fire extinguishers to be installed at each bay/exit (minimum three), and a fire inspection to be completed by the Fire Chief prior to opening.
- Used tires to be stored within the Connex container and removed on a regular basis. No outdoor tire storage, used or new, shall be permitted. A limited number of tires may be used as part of a sign or marketing material.
- Six customer parking stalls in front, three on the south side, and four employee stalls in the rear; parking area to be maintained and kept free of weeds, trash, debris, and abandoned vehicles; one ADA-compliant handicap stall to be provided.
- Existing access to Highway 89 to remain subject to all applicable UDOT approvals; no modifications without UDOT approval.
- No excessive noise, no idling of engines, no indoor mechanical repair activities conducted outdoors (tire changes outside permissible).
- Floor drain to be inspected and documented by public works prior to the Planning Commission meeting.

An updated site plan reflecting the revised parking layout is to be submitted to the city no later than the following day so the item may be placed on the October 1, 2026, Planning Commission agenda. The neighbor letters are also to be obtained prior to that meeting. All three items were submitted to the City Planner the following day.

Motion: A motion to forward the Treadmasters Tire and Lube CUP application to the Planning Commission subject to the stated conditions was made by Chandler Bingham and seconded by Payden Vine. The motion carried unanimously.

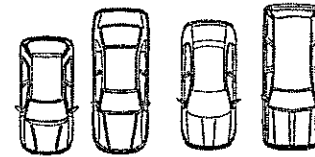


CONEX
STORAGE
FOR USED TIRES

CONEX
STORAGE

EXISTING OWNERS HOUSE

EXISTING SHORT
RETAINING WALL

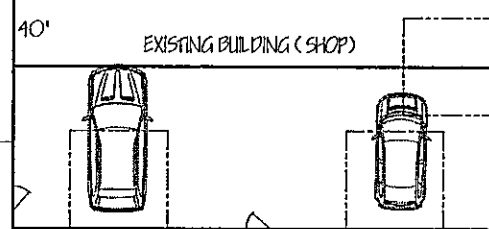


EMPLOYEE PARKING

22'-0"

60'

SELF-CONTAINED
OIL COLLECTION

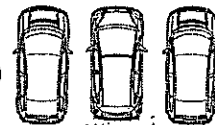
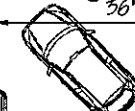


EXISTING BUILDING (SHOP)

ADA HANDICAP
PARKING SPACE

CUSTOMER
PARKING
SIGNAGE

EXISTING
ASPHALT



RECLAIMED ASPHALT
PAVEMENT (RAP)

SLOPE
↓

PROPERTY DRIVEWAY
TO BACK OF PROPERTY

PROPERTY LINE

NEIGHBORS
HOUSE

EXISTING OWNERS DRIVEWAY

STANDARD
ADA
SIGNAGE
ATTACHED
TO
BUILDING

EXISTING CURB & GUTTER

TREAD MASTERS TIRE & LUBE

705 S MAIN ST, WILLARD UT 84340

MAIN STREET (HWY 89)

DRAWING SCALE:

NIS

DRAINAGE SYSTEM STATEMENT

Date: 9/23/26

To Whom It May Concern:

This letter is to confirm that the existing floor drain located inside the current workshop is a **self-contained drainage system**.

The drain is not connected to the municipal/city sewer system, storm water or rainwater runoff system, or any other public drainage system. The drain discharges solely into a contained barrel located on the property.

I certify that the above statement accurately describes the existing drainage arrangement at the workshop.

Property Address: 785 S MAIN ST

Name: Paul Breiden

Signature: Paul Breiden

NEIGHBOR CONSENT LETTER

Date: 9/23/2026

To Whom It May Concern:

I, Jackie Surrage, am the owner/occupant of the property located at 725 S. Main St Willard, VT 05434

I understand that a tire business is proposed to operate on the neighboring property. I have no objection to the tire business being located next to my property.

I also confirm that I **do not want a fence or other barrier between the tire business and my property**. I currently use the adjoining area for parking and for the operation of my chuck wagon food trailer, and I wish to continue using the area for these purposes.

By signing below, I acknowledge and agree to the above and give my consent for the properties to remain without a fence or barrier between them.

Neighbor Name:

Signature:

Date:

Jackie Surrage & Jimmy Surrage
Jackie Surrage - Jimmy Surrage
9/23/2026

80 West 50 South
PO Box 593



Willard, Utah 84340
435-734-9881

Willard City Corporation

CONDITIONAL USE PERMIT

TREADMASTERS TIRE AND LUBE LLC – AUTOMOBILE SERVICE

705 SOUTH MAIN STREET

Date Issued:

Applicant's Name:

Treadmasters Tire and Lube LLC

Business Name and Address:

Treadmasters Tire and Lube LLC
705 South Main Street
Willard, UT 84340

This Conditional Use Permit is issued to Treadmasters Tire and Lube LLC, located at 705 South Main Street, Willard, Utah (Parcel No. 02-053-0008), to operate an automobile service business.

The conditions of operation are:

1. The business shall comply with all applicable requirements of Willard City Code and all other applicable federal, state, and local laws, permits, and regulations.
2. The permitted use shall be limited to tire sales and services, oil changes, brake service, suspension work, and other similar minor automotive services approved by the City. Major engine repair and other substantially different automotive uses are not permitted without further City approval.
3. Service and repair work shall be conducted inside the building. Tire service for oversized vehicles may be conducted outside only as specifically approved by the City.
4. No overnight exterior storage of tires, vehicles, parts, equipment, or other business materials is permitted. Used tires shall be stored in an approved enclosed area or approved Connex/container and shall be kept orderly and secured.
5. The business shall operate during the approved hours of Monday through Friday, 8:00 a.m. to 5:00 p.m., and Saturday, 9:00 a.m. to 2:00 p.m. Any change to these hours requires City approval.
6. Parking, vehicle circulation, and access shall be maintained in accordance with the approved site plan and applicable City requirements, including the required accessible parking space.
7. Existing screening and fencing shall be maintained in good condition. Any changes to screening or fencing shall comply with City requirements.
8. Used oil and other automotive fluids shall be stored in sealed, properly labeled containers and handled in accordance with applicable environmental requirements. No discharge of oil, chemicals, or other contaminants to the ground, storm drain system, or other unauthorized location is permitted.
9. The facility shall maintain the required fire extinguishers and other fire-safety equipment and shall comply with requirements identified by the Fire Chief or other applicable fire authority.
10. The business shall not create excessive noise, unnecessary vehicle idling, or other conditions that create a nuisance for neighboring properties.

80 West 50 South
PO Box 593



Willard, Utah 84340
435-734-9881

11. Any floor drains, waste-oil systems, or other drainage facilities associated with the automotive use shall be inspected and approved by Willard City Public Works before operation.
12. Any proposed changes to access from Highway 89, including a new or modified access, shall receive all required UDOT approvals and permits before construction or use.
13. The Conditional Use Permit is limited to the property and use identified above. Any expansion of the use, significant change in operations, or change in the approved site configuration may require additional City review or amendment of this permit.

Treadmasters Tire and Lube LLC understands these conditions and will operate the business in accordance with these requirements and ordinances.

Applicant's	_____	Date	_____
Signature			
City Representative –	_____	Date	_____
City Planner			

Willard City Planning & Zoning

Printed: 09/17/2026

705 S MAIN ST

Permit/License #

09/15/2026 - 09/14/2125

1730735

Conditional Use Permit

Reference Number

General

4e382eb0-b0b5-11f1-837b-45382223360f

Application Status

Status

Under Review

Active

Application Review Status

Pre-Review	Documents Received -- Meeting Scheduled	Date Submitted 09/14/2026
Planning and Zoning	Reviewing	
City Manager	Not Reviewed	
Public Works	Reviewing	
Legal	Not Reviewed	
Fire Department	Not Reviewed	
Engineers	Not Reviewed	
Police Department	Not Reviewed	
Final-Review	Not Reviewed	

Fees

Conditional Use Permit Fee	\$250.00
Subtotal	\$250.00
Amount Paid	\$250.00
Total Due	\$0.00

Payments

09/14/2026	Card VISA	\$250.00
Total Paid		\$250.00

Application Form Data

(Empty fields are not included)

First Name

TROY

Last Name

MERRILL

Contact Email

tmerrill6685@gmail.com

Phone Number

(928) 242-6685

Mailing Street Address

96 Chateau Dr

City

Brigham City

State

UT

Zip Code

84302

Owner First Name

TROY

Owner Last Name

MERRILL

Phone Number

(928) 242-6685

Email

tmerrill6685@gmail.com

Owner Street Address

96 Chateau Dr

City

Brigham City

State

UT

Zip Code

84302

Street Address

705 S MAIN ST

City

WILLARD

State

UT

Zip Code

84340

Parcel Number	Legal Description	Legal Description
02-053-0010	705 S MAIN ST WILLARD UT 84340	 260553-01 Tread Masters Tire Pros.pdf

What is the current zoning of the property?

C-N

Subdivision Name

NONE

What is the nature of the use of the property that requires a Conditional Use Permit?

TIRE SHOP

Is this a Temporary CUP?

Yes

How would you like to submit the adjacent property owner information?

Text Box

List of complete name/address list of all adjacent property owners within 500 feet of the project parcel.

I WILL BRING A PACKET IN

Site Plan

 10699.jpg Oil Storage Tank images.pdf Property Owner's Affidavit.pdf Property Use Authorization.pdf Sign details.pdf Vicinity Maps.pdf Willard_500ft_Parcel_Owner_List.xlsx

Requires additional review

Fire, Police

Signature

OWNER(S) ACKNOWLEDGEMENT: All application fees must be paid at time of application submittal. No application will be processed until all application fees are paid. Notification and publication fees for required public hearing (cost of individual notices mailed to property owners – current postage rate plus cost of envelope – and cost of legal notice in local newspaper) and engineering review fees will be billed to applicant. Notification fees must be paid within 10 days of billing.

PLEASE NOTE REGARDING FEES: the payment of fees and/or the acceptance of such fees by City staff does not constitute any sort of approval, vesting, or signify that the application is complete or appropriate in any manner. The collection of fees is simply a requirement to begin the review process that will ultimately make such determinations.

I hereby declare under penalty of perjury that this application form and all information submitted as part of this application form is true, complete, and accurate to the best of my knowledge. Should any information or representation submitted in connection with this application form be incorrect or untrue, I understand that Willard City may rescind any approval or sufficiency determination or take other appropriate action.

Electronically Signed

TROY MERRILL - Invalid date



Willard City Planning & Zoning

[Home](#) / Transactions

Transaction for 705 S MAIN ST

Transaction Info

Date

Sep 14, 2026 11:45am

Order #

QY24-42888204-FBDP

Method

CARD

Card Info

VISA

Status

SUCCESS

Total Charge

\$250.00

Subtotal

\$250.00

Receipt #

279495386

Fees

Code	Name	Amount	
1034100	Conditional Use Permit Fee	\$250.00	

Total: \$250.00 / \$250.00

Be aware that editing fees could potentially impact reconciliation with your payment processor.

[+ Add Item](#)

Property Owner's Affidavit

STATE OF UTAH)
) SS
COUNTY OF BOX ELDER)

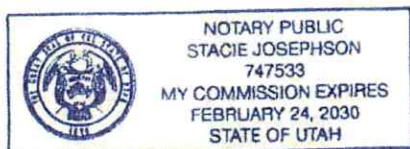
I (we), Paul Breider, being duly sworn, depose and say that I (we) am (are) the owner(s)* or authorized agent(s) of the owner of the property located at 705 S Main Willard UT 84340 in Willard City, which property is involved in the attached application and that the statements and answers therein contained 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 *Paul Breider*
Property Owner(s)

Agent Troy Merrill

Subscribed and sworn before me this 14 day of September 2026.

Stacie Josephson
Notary Public



My commission expires 2/24/2030

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

AGENT AUTHORIZATION

I (we), Paul Breider, the owner(s) of real property described above, hereby appoint Troy Merrill 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 the application.

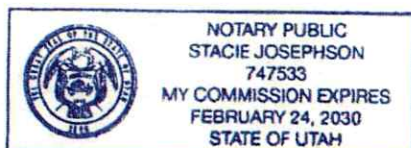
Signed *Paul Breider*
Property Owner(s)

Agent Troy Merrill

Subscribed and sworn before me this 14 day of September 2026.

Stacie Josephson
Notary Public

Residing in Brigham
My commission expires 2/24/2030



PROPERTY USE AUTHORIZATION

For Commercial Business and Land Use Applications

Purpose. This authorization confirms that the property owner consents to the proposed use of the property and authorizes the identified business applicant to submit and pursue the applicable City applications.

Property Owner(s): Paul Breider

Business Applicant / Tenant: Treadmasters Tire Pro + Lube LLC

Property Address: 705 S Main St Willard UT 84340

Parcel Number(s): _____

Proposed Business Name: Treadmaster Tire Pro

Brief description of business activity: Tire + oil shop New
Lubes only + small Brake Jobs

Owner Authorization

I/we, Paul Breider, the undersigned property owner(s), certify that I/we own or have legal authority to authorize the use of the property identified above. I/we hereby authorize the Applicant identified above to use the property for the proposed business, including the use of the existing building, parking areas, access drives, and other site improvements necessary for the operation of the business.

I/we further authorize the Applicant to submit and pursue the required land use, zoning, site plan, conditional use, building, business license, and other applicable applications with Willard City and to communicate with City staff and appear before City boards or commissions regarding the proposed use.

I/we acknowledge that this authorization is limited to the proposed business use and City application process. It does not, by itself, create a lease, establish the terms of a private rental agreement, or transfer ownership of the property. The proposed use remains subject to all applicable City ordinances, approvals, permits, and conditions.

Acknowledgment

By signing below, the property owner(s) confirm that the information provided is accurate and that the Business Applicant has permission to pursue the proposed use of the property as described above.

Paul Breider

Property Owner Signature

Paul Breider

Printed Name

9/14/20

Date

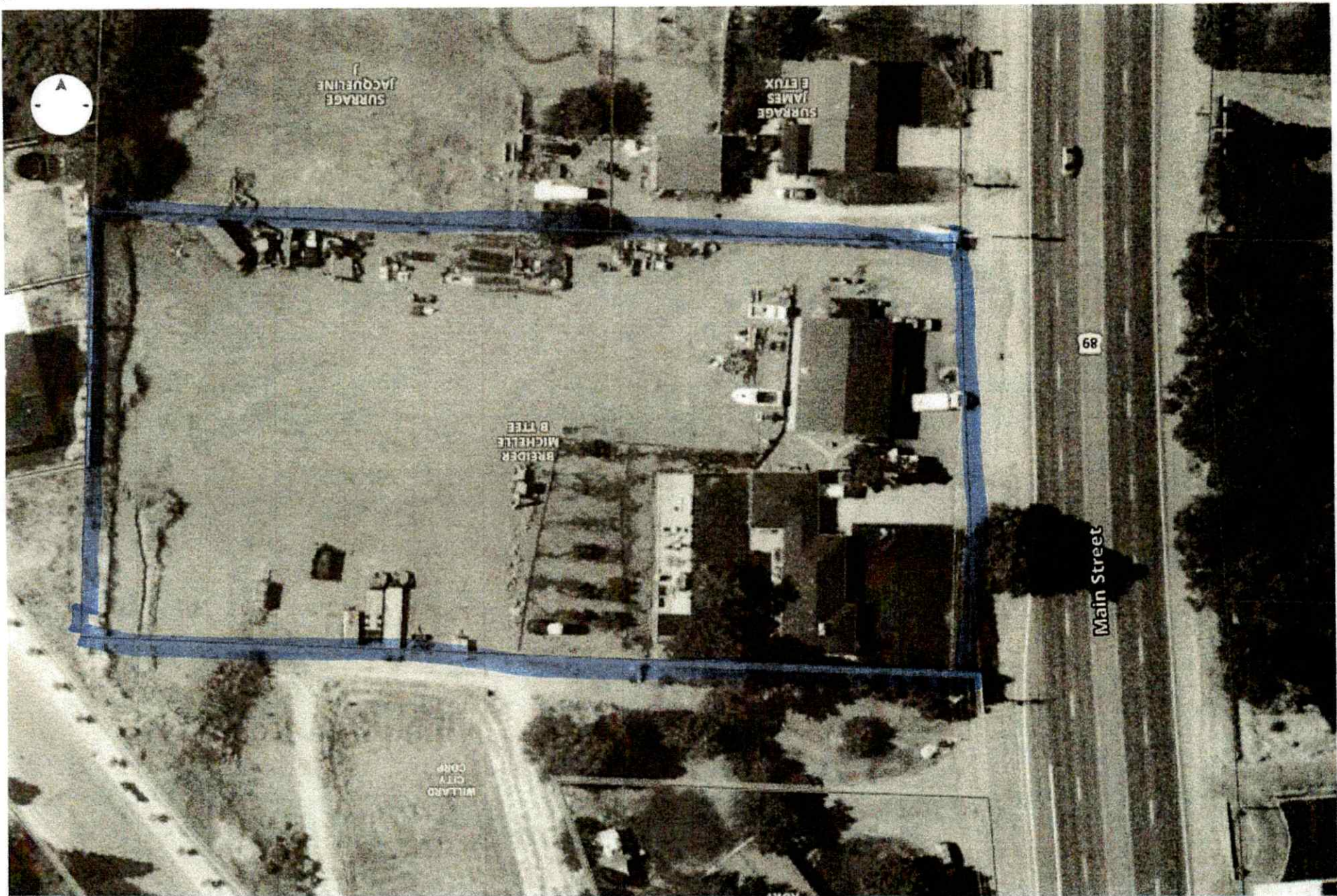
Property Owner Signature

Printed Name

Date

705 SOUTH MAIN

[illegible]



PROOF PRESENTED BY:

PREPARED FOR:



TREAD MASTERS

TIRE PROS

Planning & Consultation

Design & Fabrication

Installation & Removal

Maintenance & Repair

OFFICE:

746 N. Harrisville Rd.

Ogden, UT 84401

801-823-3100

www.DavisSignsUtah.com

License - Bonded - Insured

OUT TEAM:

SALES:

Yvonne Leavitt

801-529-7852

yvonne@davis-signs.com

DESIGN:

design@davis-signs.com

LOCATION:

705 S Main Street

Willard, UT

84340

CONTACT:

Troy Merrill

928-242-6682

tmerrill6685@gmail.com

NOTES:

Customer is responsible for providing a dedicated electrical circuit within 6 feet of each sign location and any desired electrical timing devices.
The colors represented in these drawings are subject to the viewing device, their subsequent resolutions, and the health of the viewers vision.

DRAWING NUMBER

260549-01

© Copyright 2026, Davis Signs & Graphics, All Rights Reserved.

FILE PATH:
P:\Tread Masters Tire Pro\Garden City, UT\260549-Bldg Sign & Pole Sign\LAYOUP\PROOFS

A Illuminated Cabinet Building Sign

A | SF ILLUMINATED CABINET

NOTE:
Fabricate and install ONE (1) NEW single-faced illuminated cabinet.

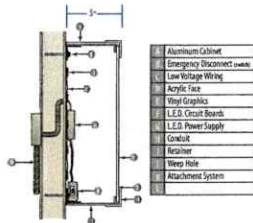
FACE: 1/8" White Acrylic
GRAPHICS: Cut Vinyl Graphics
RETAINER: 1.5" Black

ILLUMINATION: White LEDs
INSTALL: Flush to Wall

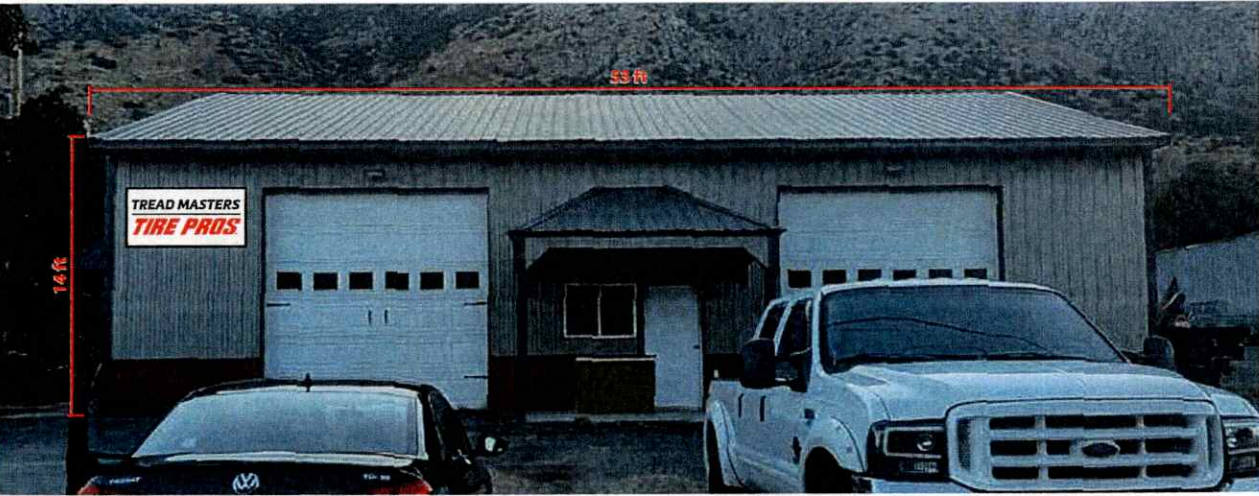
PAINT COLORS

- BLACK
- VINYL COLORS
- RED
- BLACK
- ILLUMINATION
- Hanley White LEDs
- FACE
- 1/8" White

CROSS SECTION DETAILS



WEST ELEVATION



CLIENT

Tread Masters Tire Pros

LOCATION

705 S Main Street
Willard, UT
84340

REVISIONS

01	09.04.26	07
02		08
03		08
04		10
05		11
06		12

APPROVALS

SIGN HERE

CUSTOMER APPROVAL

SIGN HERE

LANDLORD APPROVAL

RECITALS

Utah Sign Association
© Copyright 2026 | All rights Reserved
Davis Signs Utah | 801-823-3100
746 N. Harrisville Rd., Ogden, UT 84404

The designs herein are the original work and the sole property of Davis Signs & Graphics. Sharing these designs and its documentation with persons outside of your organization, without the written consent of Davis Signs & Graphics is prohibited, and shall be considered copyright infringement with appropriate legal action. The sole purpose of these designs are for proposal of work by Davis Signs & Graphics.

Licensed, Bonded and Insured



DRAWING NUMBER

260549-01 | 02 OF 02

ITEM 6



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, September 17, 2026 – 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, on the State of Utah Public Meeting Notice
3 website, on the Willard City website, and sent to the *Box Elder News Journal*.

4
5 The following members were in attendance:

6
7 Chandler Bingham, Chairman

8 Diana Baker, Alternate

9 Sid Bodily

10 Brian Gilbert

11 Ken Ormond

12 Jay Thackeray

Jeremy Kimpton, City Manager

Madison Brown, City Planner

Michelle Drago, Deputy City Recorder

13
14 Excused: Alex Dubovik and Amy Hugie

15
16 Others in attendance were Mayor Travis Mote; Ruth Ormond, Rod Braegger, Debbie Braegger, and Doug
17 Younger.

18
19 Chairman Bingham called the meeting to order at 6:30 p.m.

20
21 1. PRAYER: Chandler Bingham

22
23 2. PLEDGE OF ALLEGIANCE: Brian Gilbert

24
25 3. GENERAL PUBLIC COMMENTS

26
27 No public comments were made.

28
29 4. CITY COUNCIL REPORT

30
31 Time Stamp – 2:30 – 09/17/2026 – Part 1

32
33 Mayor Travis Mote reported that during its September 10th meeting, the City Council ratified the corrections
34 to the Zoning Map recommended by the Planning Commission. The City Council considered the Planning
35 Commission's recommended changes for the Future Land Use Map. After discussion, the City Council
36 chose to proceed with Map 9, on a two to three vote, which kept the R $\frac{1}{2}$ Zone east of Highway 89 and the
37 A-5 Zone in middle. The City Council approved the water agreement between the Bear River Water
38 Conservancy District and Willard City for the Mountain Bay Subdivision. Willard will own the infrastructure
39 in the subdivision and Bear River Water will own the connection and meter. The agreement allowed Bear
40 River Water to wholesale water to Willard. Then Willard can retail water to the residents of the Mountain
41 Bay Subdivision. The City Council also discussed the Public and Open Meetings Act.

42
43 Mayor Mote stated that during the Council discussion regarding the Open and Public Meetings Act, the City
44 Attorney expressed concern that his attendance at Planning Commission meetings influenced decisions
45 made by the Planning Commission. His purpose for attending Planning Commission meetings was to
46 facilitate communication between the two bodies and to keep himself updated. He did not plan to stop
47 attending. He trusted that Planning Commission members knew Willard's Code, what the General Plan
48 said, and could make decisions independent of his attendance.



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, September 17, 2026 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

5A. REVIEW AND CONSIDERATION OF THE FIRST AMENDMENT TO THE BROKE ASS RANCH SUBDIVISION AND RECOMMENDATION REGARDING THE APPLICABILITY OF THE EXISTING DEFERRAL AGREEMENT TO THE PROPOSED THREE-LOT SUBDIVISION

Time Stamp – 9:30 - 09/17/2026 – Part 1

Madison Brown, City Planner, stated that Rod and Debbie Braegger had applied for an amendment to the Broke Ass Ranch Subdivision, which was located at approximately 100 South 400 West. The Broke Ass Ranch Subdivision was approved in 2022 with a temporary emergency access through Lindsey Hansen's property to the south. The proposed amendment would split Lot 1 to create a third lot. The proposed amendment would renumber the lots from 1 and 2 to 2, 3, and 4.

Ms. Brown explained that two actions were needed by the Planning Commission. Acting as the Administrative Land use Authority (ALUA), the Planning Commission had the authority to make a decision regarding the proposed subdivision amendment. On July 23rd, the City Council asked the Planning Commission to make a recommendation regarding the existing deferral agreement. The staff report included information regarding both actions. The information in blue pertained to the ALUA. The red information was about the deferral agreement. Ms. Brown stated that the Planning Commission's recommendation to the City Council regarding the deferral agreement needed to take into consideration its applicability, any modifications or supplements needed, and possibly a temporary easement and access agreement, including the future access connections contemplated by that agreement.

Ms. Brown said the staff took the proposed subdivision amendment to the City Council to determine if the existing deferral agreement would still be applicable if the subdivision was amended. The City Council wanted the Planning Commission to make a recommendation regarding the applicability of the deferral agreement.

Ms. Brown stated that when deciding whether the subdivision amendment should be approved, the Planning Commission needed consider lot configuration and dimensions; legal and physical access; fire access and emergency access; roadway and frontage improvements; culinary water and sanitary sewer service; storm drainage; required easements; existing development agreements; and any other applicable subdivision standards. The Planning Commission could approve the amendment as presented, approve it subject to conditions, or deny it.

Ms. Brown said the staff, including administration, legal, engineering, and Public Works, had reviewed the proposed amendment and felt it complied with frontage, configuration, dimensions, utilities, and easement requirements. The staff's biggest concern was the access requirement. The proposed amendment would increase the number of homes on a single access to 37. The first thing the Planning Commission needed to consider was whether the amendment should be approved with the existing main access and a temporary emergency access.

Commissioner Gilbert asked how many homes were allowed on a single main access. Ms. Brown said the code limited a single access to 30 homes. The subdivision was originally approved in 2022 because the Braegger's provided an emergency access. The subdivision did have two accesses.

Chairman Bingham asked how much longer it would be before the roads in the Orchards Subdivision were stubbed into the south side of Lindsey Hansen's property. Ms. Brown did not know. However, the overall preliminary plan had been approved and construction on Phase 3 had started. Because it had not been recorded, building permits could not be issued.



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, September 17, 2026 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

Commissioner Baker asked why Braegger's did not have to put in 300 West. Rod Braegger said that 300 West was east of their property.

Commissioner Gilbert asked why the Planning Commission would not approve Braegger's amended subdivision if it complied with all the applicable requirements.

Chairman Bingham felt the only thing that would prohibit the Planning Commission's approval was access. However, he felt the approved accesses in both the Orchards and Broke Ass Subdivisions would allow for permanent access in the foreseeable, near future.

Commissioner Thackeray asked what the foreseeable future was. Chairman Bingham said that was something the Planning Commission would have to decide.

Commissioner Thackeray said he would feel more comfortable about the foreseeable future if there was an approved plan with approved roads. Commissioner Gilbert said there was an approved overall preliminary plan for the Orchards Subdivision with stubs for 400 West and 500 West. Ms. Brown stated that the stubs for 400 West and 500 West were in Orchards Phase 6.

Commissioner Thackeray agreed there were permanent accesses for Braegger's subdivision in the foreseeable future. He didn't see a reason the Planning Commission could not approve the proposed subdivision amendment.

Chairman Bingham pointed out that a road would have to be constructed across Lindsey Hansen's property to connect the stub roads in the Broke Ass and Orchards Subdivisions. Madison Brown stated that Willard already owned the easement across Lindsey Hansen's property for 400 West.

Commissioner Thackeray asked who would be responsible for constructing the road across Lindsey Hansen's property to connect the two stubs. Ms. Brown said that would be the responsibility of Rod Braegger.

Rod Braegger, 110 South 400 West, stated they would be required to put down a road base path for emergency access.

Commissioner Bodily asked if there should be a second access or an emergency access. Commissioner Thackeray felt there should be a second access. Commissioner Bodily agreed.

Commissioner Thackeray felt it should be a second access because if Rod Braegger put down road base for emergency access, everyone would use it as an access. If it became full of potholes, who would maintain it? Would emergency vehicles then be able to use it? He did not feel it could be a second access unless it was a paved, finished road Willard could maintain. Who would be responsible for maintaining an emergency access? Ms. Brown said maintenance was part of the temporary access agreement.

Commissioners Ormond and Thackeray asked who would be responsible for putting in a permanent access across Lindsey Hansen's property and when it would happen. Was the access temporarily permanent or permanently temporary? He did not feel Lindsey Hansen would ever develop his property.

Commissioner Baker stated that the current emergency access was on private property. Braegger's had a temporary emergency access that ran east along the north side of Lindsey Hansen's property from 400 West to 250 West. If Center Street was shut down, people would have to use the temporary emergency



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, September 17, 2026 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

access, which ran between two houses, to reach 250 West. There were currently 37 homes that only had access from Center Street. She felt that violated the city code that said there could only be 30 homes on a single access. She did not feel the Broke Ass Ranch Subdivision had a legitimate second access.

Chairman Bingham asked if the proposed amendment complied with lot configuration and dimensions, culinary water and sanitary sewer service; required easements; existing development agreements; and any other applicable subdivision standards. The Commission agreed that it did.

Chairman Bingham was concerned about the frontage and roadway requirements because the proposed Lot 4 had frontage on both 400 West and 500 West. He felt 500 West would have to be completed as well for the length of the lot. Commissioner Thackeray agreed.

Commissioner Thackeray asked who would maintain the temporary turnaround on the south side of 400 West. Chairman Bingham said the turnaround was dirt and was plowed by the city.

Commissioner Ormond felt curb, gutter, and sidewalk would be an applicable subdivision standard. Chairman Bingham said the curb, gutter, and sidewalk in this subdivision had been deferred. Commissioner Ormond felt they were needed. Chairman Bingham said that when the Braegger's subdivision was approved in 2022, they were required to have a drainage plan approved by the City Engineer.

Rod Braegger stated that curb, gutter, and sidewalk were addressed in the deferral agreement. Those improvements would be needed when the roads connected. Right now, there wasn't anywhere for the storm water to go.

Commissioner Ormond asked if the storm water flowed to the north or to the south. Mr. Braegger said it flowed to the south.

Commissioner Gilbert said that 500 West was not part of the deferral agreement. Commissioner Ormond said it should have been.

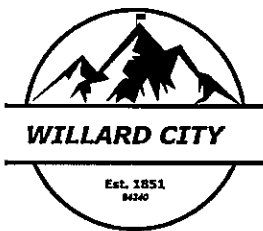
Rod Braegger stated that 500 West would be constructed in a later phase. When the subdivision was approved, they talked to Willard about doing the subdivision in phases. His son planned to build a home on 500 West on the west end of Lot 4. He could not do that right now. When his son was ready, they would divide Lot 4.

Madison Brown stated that the Planning Commission needed to provide direction to the City Council regarding whether 500 was part of the deferral agreement. She met with the Braegger's last week. The Braegger's original intent regarding 500 West did not make it into the original agreement. Her job was to make sure Willard was protected without making Rod Braegger's life difficult.

Commissioner Thackeray said the deferral agreement did not explicitly defer improvements on 500 West.

Ms. Brown said that was correct. That was why the City Council wanted a recommendation from the Planning Commission.

Commissioner Gilbert felt 500 West should be included in the deferral agreement and that improvements should be deferred.



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, September 17, 2026 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

Commissioner Ormond agreed. He also felt curb and gutter should be installed before the asphalt paving on any new road. He felt the code should state that new asphalt should have curb and gutter or a mow strip. Chairman Bingham said a subdivision could have an approved storm drain plan, which could be curb and gutter or a swale.

Commissioner Gilbert asked if Rod Braegger would tie in 400 West when Orchards completed Phase 3. Madison Brown said Orchards stub for 400 West would be part of Phase 6. Commissioner Gilbert felt that when Orchards did Phase 6, Rod Braegger should be required to connect 400 West and 500 West with curb, gutter, and asphalt. He agreed it was better to put in the curb and gutter before the asphalt.

Chairman Bingham stated that UTA owned the property on the west side of 500 West. He felt UTA should be responsible for their portion of 500 West. That was another wrinkle that would have to be worked out.

Commissioner Ormond asked if Braegger's had an agreement with UTA. Rod Braegger said he did not. UTA did not buy property from him. He planned to approach UTA when he was ready to put in 500 West because he felt they should be responsible for their portion.

Commissioner Ormond asked when Rod Braegger planned to put in 500 West. Mr. Braegger felt it would be four to five years.

Commissioner Gilbert felt the only change to that timetable might be Orchards Phase 6.

Chairman Bingham didn't have a problem deferring 500 West until Rod Braegger divided Lot 4 or Orchards stubbed in 500 West. There would have to be a connection across Lindsey Hansen's property for 500 West as well.

Commissioner Thackeray felt that the deferment for 500 West should be activated if Orchards Phase 6 was put in before he was ready to divide Lot 4. Chairman Bingham agreed. The deferment should be activated when Lot 4 was divided or Orchards Phase 6 was constructed, whichever came first.

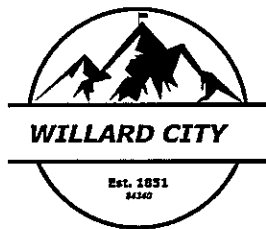
Chairman Bingham felt the biggest problem was figuring out who paid for putting in the road across Lindsey Hansen's property.

Commissioner Thackeray asked if the easement across Lindsey Hansen's property was for 400 West or 500 West. Ms. Brown said it was for 400 West. Commissioner Thackeray asked how 500 West would be connected if there wasn't an easement.

Commissioner Thackeray agreed with Chairman Bingham. Who would be responsible for the construction of 400 West across Lindsey Hansen's property? He was concerned the city would end up on the hook.

Commissioner Thackeray asked if the Braegger's had met all the legal requirements, except for the access, and had they met the requirements for temporary access. If the Braegger's met the requirements and the city code, he could not in good conscience deny it.

Commissioner Ormond felt the Planning Commission needed to know if the deferment for the curb and gutter was valid and if it would remain in the agreement. Commissioner Thackeray felt the deferment for curb and gutter on 400 West would be fine if the road was complete. If it wasn't done, then he agreed the curb and gutter should go in first.



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, September 17, 2026 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

Chairman Bingham stated that 400 West in the Braegger's subdivision had been built and was paved.

Commissioner Ormond felt the road should be built according to the city code, which said there should be curb and gutter. Chairman Bingham said there was also a provision in the code to defer improvements. A swale was an acceptable drainage option. The City Engineer had approved a drainage plan for the Braegger's subdivision.

Madison Brown thought the city might have easements across the Lindsey Hansen property for both 400 West and 500 West. She had to verify the second legal description to see if it was for 500 West.

Chairman Bingham did not have a problem adding another home to the emergency access the Braegger's had.

Madison Brown said the responsibility to pay for the construction of 400 West across Lindsey Hansen's property was undetermined. The Orchards Subdivision did owe Willard some offsite improvements, which might be an option for 400 West.

Commissioner Thackeray asked if the Orchards needed access on 400 West and 500 West. Jeremy Kimpton, City Manager, did not feel Orchards needed either road.

Chairman Bingham felt there was a permanent second access for the Braegger's subdivision in the foreseeable future. There was a plan for 400 West to connect. The temporary emergency access was a bridge to get permanent access. He personally felt the third lot should be allowed without an additional access connection.

Commissioner Gilbert agreed.

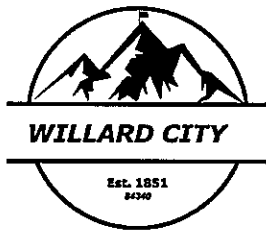
Commissioner Baker disagreed.

Commissioner Bodily asked if the temporary access was an emergency access or a second access. Chairman Bingham said it was an emergency access. Chairman Bodily asked if a second access was required after 30 homes or an emergency access. Jeremy Kimpton said the Fire Code only required emergency access. If the Zoning Code referred to the Fire Code, only an emergency access was needed. Madison Brown said the Zoning Code quoted the Fire Code.

Commissioner Thackeray asked if the Zoning Code required a second full 60-foot-wide access when a certain number of homes on one access was reached. Commissioner Baker had a valid point. A portion of Center Street was very narrow and did not allow two vehicles to pass each other. He was more concerned about the one access to this subdivision than he was about the deferment.

Chairman Bingham stated that the Zoning Code required city rights-of-way to be 60 feet wide. The narrow portion of Center Street was built long ago. He felt the current plan for the Braegger's subdivision was a way forward. It would make the neighborhood safer by planning for foreseeable connections. Emergency access was a step towards a safe, permanent access.

Commissioner Baker felt Chairman Bingham was saying that in order to get safe access that another home should be allowed. That would be 38 houses using Center Street, which was only 20 feet wide at one point.



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, September 17, 2026 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

Chairman Bingham said the alternative was to sit and wait. Then Rod Braeggër would not do anything with his property which meant 400 West would never be connected, and 500 West would not be built or connected. That would leave 37 homes indefinitely using narrow Center Street. Based on a traffic study, Center Street could handle more traffic. The narrow portion of Center Street was about the same width as Highway 89 was right now, and it handled two-way traffic at higher speeds than Center Street. He felt the proposed subdivision was a bridge to get Willard out of an access problem that had been building for years.

Commissioner Baker asked what would happen if the roads in the Orchards Subdivision were not completed. She was opposed to the proposed amendment because she did not feel the emergency access was sufficient.

Commissioner Bodily was not opposed to the proposed amendment if there was an emergency access.

Commissioner Thackeray was concerned that the deferral agreement did not have a definitive date for the construction of 500 West other than when Lot 4 was divided. He felt the Braegger's proposed amendment complied with city requirements, and they had provided an emergency access that they maintained. He was not opposed to the proposed amendment and would vote to approve it.

Time Stamp: 54:45 – 09/17/2026 – Part 1

Commissioner Thackeray moved that the Administrative Land Use Authority approve the Broke Ass Ranch First Amendment as proposed without an additional access connection. Commissioner Gilbert seconded the motion. Commissioners Bodily, Gilbert, and Thackeray voted "aye." Commissioners Baker and Ormond voted "aye." The motion passed.

Chairman Bingham stated that the City Council had asked for a recommendation from the Planning Commission regarding the applicability and possible modification of the existing Deferring Public Improvements Agreement and the Temporary Easement and Access Agreement, including, the future access connections, for the Broke Ass Ranch Subdivision.

Commissioner Thackeray was concerned about the future access agreement because the Planning Commission didn't know who would be financially responsible.

Madison Brown said the City Council had only asked for a recommendation regarding the deferral agreement, not the easement and access agreement. The Planning Commission needed to decide if the agreement still applied with the additional lot, when construction of the improvements should be required, and if the 500 West improvements should be included in the agreement. Ms. Brown said current agreement said the Public Works Director could require installation of the improvements within 60 days after the Council required them. It also said Willard could not issue any building permits until improvements were installed. The City Council had directed the staff not to issue any more building permits in the Braegger's subdivision until the agreement had been ironed out.

Commissioner Gilbert felt that 500 West should be added to the deferral agreement. Commissioner Thackeray agreed.

Chairman Bingham felt the agreement should continue as it was written with the addition of 500 West and an installation date.

Commissioner Thackeray felt the improvements on 500 West should be required when Lot 4 was divided.



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, September 17, 2026 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

Chairman Bingham did not have a problem issuing a building permit for Lot 3 because there was an existing emergency access for the subdivision that complied with the Zoning and Fire Codes. He felt there was a need to revise the language of the Zoning Code regarding emergency access versus permanent access and to define what *foreseeable future* meant.

Madison Brown stated that the current agreement said, "...construct the deferred improvements within 60 days of the request from the Willard City Public Works Director as authorized by the Willard City Council at the property owners own expense. Such deferred improvements shall include, but not be limited to, curb, gutter, and sidewalk." Later in the agreement, it said, "In the event that the installation of the required improvements has not been completed to Willard City's satisfaction within the required time period, Willard City can place a lien on the property. The City will then install the improvements. After satisfactory completion of the required improvements then Willard City will release the lien. During that time, Willard City is not allowed to issue any building permits."

Madison Brown asked when the Planning Commission wanted to require the 500 West road and the curb, gutter, and sidewalk for the entire subdivision.

Chairman Bingham felt 500 West should be required when Lot 4 was divided or Orchards Phase 6 was completed. Commissioners Gilbert and Thackeray agreed.

Commissioner Thackeray felt there needed to be language to address completion of 400 West and 500 West through Lindsey Hansen's property. Madison Brown said the connection between the Braegger's and Orchards subdivisions was addressed in the temporary easement and access agreement. She did not feel the Planning Commission could make a recommendation regarding that agreement. The temporary access agreement stipulated that Rod Braegger would be required to put in the road base when Orchard Phase was built and the stub was completed.

Rod Braegger stated that when they started their subdivision, Willard asked him to include 500 West in his subdivision. He didn't want to be stuck putting in a road he wasn't ready for. He might not be ready to build 500 West when Orchards Phase 6 was constructed.

Commissioner Bodily felt 500 West should be deferred until Rod Braegger was ready to divide Lot 4.

Debbie Braegger, 110 South 400 West, stated that they could not predict the future. They didn't know where their children would end up in life. They hoped their children would end up on their property. They also knew that 500 West was part of keeping the neighborhood safe. She felt the city was asking for a date they couldn't predict.

Chairman Bingham stated that the Zoning Code required that improvements be completed when property was subdivided regardless of the number of lots. Through the deferral agreement, Willard had agreed to defer required improvements for 400 West, and now 500 West, that were technically required when the property was initially subdivided.

Rod Braegger stated that Sierra Homes was not required to put in improvements for future phases when the overall plan was approved. Chairman Bingham agreed, but Braegger's was doing lots, not phases.

Commissioner Ormond stated that the Zoning Code did not allow deferral agreements for subdivision with more than three lots. Madison Brown said that was correct, but the Braegger's subdivision was approved before the new code was adopted.



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, September 17, 2026 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

Commissioner Ormond asked if the Planning Commission could recommend two separate deferments. Ms. Brown felt the Planning Commission could recommend that improvements be required at different times.

Chairman Bingham clarified that the Planning Commission wanted to recommend to the City Council that the deferral agreement allow an additional lot on 400 West, that the timing for the deferred improvements on 400 West remain the same, that completion of 500 West be added to the agreement, and that improvements on 500 West be deferred until Lot 4 was divided.

Commissioner Gilbert felt the improvements for 500 West should be deferred until Lot 4 was divided or Orchards Phase 6 was constructed, whichever same first.

Commissioner Thackeray said the existing deferral agreement contained a provision to require installation of deferred improvements within 60 days after written request by the Public Works Director as authorized by the City Council. He felt that provision addressed either scenario on 500 West if 500 West was included.

Commissioner Thackeray was concerned that Rod Braegger could apply for a building permit on Lot 4 without putting in 500 West. Chairman Bingham said there was already a house on Lot 4. Another home could not be built without dividing the property. The one exception would be an Accessory Dwelling Unit. He felt that should be addressed in the deferral agreement.

Chairman Bingham felt the wording of the existing agreement would allow the improvements on 400 West and 500 West to be required independently.

Commissioner Thackeray felt the deferral agreement should be amended to require the 500 West improvements when Lot 4 was divided, not when they applied for a building permit.

Commissioners Ormond and Bodily agreed.

Chairman Bingham stated that the Braegger's were doing exactly what Willard had been trying to get people to do – a slow build rather than selling to a developer that wanted to crank out all the lots at once. If the city didn't work those kinds of property owners, others wouldn't do it.

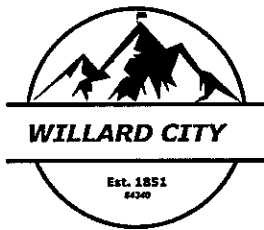
Chairman Bingham called for a motion to allow the additional lot in the existing deferral agreement and to include deferment of improvements on 500 West until Lot 4 was divided or Willard felt the improvements were needed.

Commissioner Ormond said the existing agreement only deferred curb, gutter, and sidewalk, not the road itself.

Madison Brown suggested that the Planning Commission table a recommendation regarding the deferral agreement so the administration could prepare a draft that included the additional lot, 500 West, and the road.

Time Stamp: 1:17:12 – 09/17/2026 – Part 1

Commissioner Thackeray moved to table discussion and recommendation regarding a deferral agreement for the Broke Ass Ranch Subdivision to allow the staff time to prepare a draft. Commissioner Gilbert seconded the motion. All voted "aye," except Commissioner Baker who voted "nay." The motion passed.



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, September 17, 2026 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

5B. REVIEW AND DISCUSS PROPOSED AMENDMENTS TO 24.16 OF THE WILLARD CITY ZONING CODE REGARDING OFF-STREET PARKING REQUIREMENTS (CONTINUED FROM SEPTEMBER 3, 2026)

Time Stamp – 0:50 - 09/17/2026 – Part 2

Madison Brown stated that she had added the changes discussed by the Planning Commission at the last meeting and made additional changes. The administration felt there should be different parking requirements for different uses so the off-street parking requirements for non-residential uses found in 24.16.040 were updated. She also added language regarding maintenance of parking lots and the Dark Sky lighting requirements to 24.16.080. The City Engineer reviewed the language of 24.16.060.6 and 7, and she used AI to generate pictures of what they would look like (see attached). The City Engineer, Chris Breinholt, felt a better term would be *landscape buffer* between a road and a parking lot. The City Engineer shared a diagram he prepared for Tremonton City (see attached) and recommended that something similar be added to Willard's code.

Commissioner Gilbert felt the parking requirements needed to be more specific to the use. Ms. Brown said that she added 24.16.040.13 for conditional uses and uses not specifically listed that allowed the number of parking stalls to be recommended by the Conditional Use Permit Review Committee and the City Planner and approved by the Planning Commission.

The Planning Commission wanted time to review the administration's changes. Chairman Bingham asked that this item be placed on the next agenda.

5C. REVIEW CONDITIONAL USE PERMIT ISSUED TO BLAIR DEAN ON SEPTEMBER 23, 2005, FOR A SINGLE-FAMILY DWELLING ON SENSITIVE LAND LOCATED AT APPROXIMATELY 155 SOUTH SPRING STREET (PARCEL NO. 02-050-0077) (PREVIOUSLY REVIEWED ON DECEMBER 7, 2023)

Time Stamp: 09:38 – 09/17/2026 – Part 2

Madison Brown stated that the staff had discovered that home did not exist. During the review in December 2023, the previous city planner confused an existing home at 155 South 300 East with 155 South Spring Street (AKA known as the Old Haul Road). In 2005, Blair Dean applied for a conditional use permit to build a home on sensitive land. The Planning Commission tabled the review because it couldn't come to an agreement. The Dean's application then went to the City Council who gave the Dean's some conditions. The application then went back to the Planning Commission who still couldn't come to a decision. It was going to go back to the City Council, but Blair Dean asked that it be removed from the agenda. The application was never brought back. The staff could not find record of the conditional use being approved or signed. The property changed hands five times and is now owned by Willard City. The conditional use would be removed from the list because it was never approved.



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, September 17, 2026 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

5D. DISCUSSION REGARDING REGULATIONS FOR LOT WIDTHS AND SETBACKS FOR CUL-DE-SAC LOTS FOUND IN 24.44.950(3) AND 24.80.130(B)[2] OF THE WILLARD CITY CODE

Time Stamp: 12:21 – 09/17/2026 – Part 2

Madison Brown stated that Commissioner Ormond asked that this item be placed on the agenda. Willard's Zoning Code 24.80.130.B(1)[2] said, "A *wedge-shaped or pie-shaped lot or parcel may not be less than thirty (30) feet in width measured at the front property line.*"

Commissioner Ormond did not feel a lot that was 30 feet in width at the property line could be 100 feet wide at the required 30-foot front setback. He couldn't find anywhere in the code that said a cul-de-sac lot had to be 100 feet wide at the front setback.

Commissioner Thackeray interpreted the code to mean that the width of the home on a cul-de-sac lot would be restricted to whatever width was left after subtracting the required side setbacks of 10 and 15 feet. It didn't matter if a lot was only 60 feet or 70 feet wide at the 30-foot setback line, if it complied with the required side yard setbacks. Jeremy Kimpton and Commissioners Gilbert and Bodily agreed.

Commissioner Ormond felt a 30-foot width at the curb would only generate a 45-foot width at the front setback line, which was too narrow. He recommended that the minimum width of a cul-de-sac lot at the property line be increased. If a lot was only 30 feet in width at the property line, it would even be narrower at the street. He also pointed out that 28.80.130.B(1)[2] said 30 feet. Section 24.44.050.3 said 40 feet. The Zoning Code needed to be standardized.

Chairman Bingham asked if the number of lots on a cul-de-sac was limited. Commissioner Ormond said a cul-de-sac couldn't have more than 10 lots and couldn't be more than 600 feet in length from the center of the intersection to the center of the key.

Commissioner Thackeray felt the 30-foot front frontage only pertained to the lots on the actual circle of the cul-de-sac.

Commissioners Thackeray and Gilbert asked for drawings of what Willard's code looked like. Jeremy Kimpton said the staff would have the City Engineer prepare cul-de-sac scenarios with 30-foot, 40-foot, and 50-foot frontages for the Planning Commission to consider.

The Planning Commission tabled this discussion until drawings could be prepared.

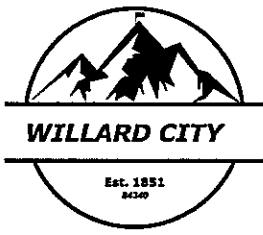
6. CONSIDERATION AND APPROVAL OF REGULAR PLANNING COMMISSION MINUTES FOR SEPTEMBER 3, 2026

Commissioner Bodily moved to approve the regular minutes for September 3, 2026, as written. Commissioner Baker seconded the motion. All voted "aye." The motion passed unanimously.

7. ITEMS FOR THE OCTOBER 1, 2026, PLANNING COMMISSION AGENDA

Time Stamp: 23:41 – 09/17/2026 – Part 2

The Planning Commission discussed agenda items for the October 1, 2026, meeting – Braegger's subdivision, further discussion on the off-street parking requirements, review another conditional use



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, September 17, 2026 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

537 permit; and further discussion regarding cul-de-sac lots. Chairman Bingham asked that discussion
538 regarding time frames for temporary and emergency accesses be placed on a future agenda.
539 Commissioner Gilbert asked if there could be a discussion regarding open and public meetings on the next
540 agenda.
541

542 Madison Brown suggested that any ordinance discussions be postponed until October 15th because there
543 would be a public hearing, subdivision review, and a conditional use permit review on October 1st.
544

545 8. ADJOURN
546

547 **Commissioner Thackeray moved to adjourn at approximately 8:18 p.m. Commissioner Gilbert**
548 **seconded the motion. All voted in favor. The motion passed unanimously.**
549

550
551 Minutes were read individually and approved on: _____
552

553
554 _____
555 Planning Commission, Chairman
556 Chandler Bingham
557

558 _____
Planning Commission Secretary
Michelle Drago

dc:PC 09-17-2026

ITEM 7

October

2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 Planning Commission Meeting 6:30 p.m. Deadline for Oct 15	2	3
4	5	6	7	8 FALL BREAK City Council Meeting 6:30 p.m.	9 FALL BREAK	10
11	12 COLOMBUS DAY Office Closed	13 Ballots mailed for General Election	14 BRICK Summit	15 Planning Commission Meeting 6:30 p.m. Deadline for Nov5th BRICK Summit	16	17
18	19 Legislative Police Committee 12:00 – 1:30 p.m.	20 Water Bills Due Sewer Board Meeting 5:30 p.m.	21 Wasatch Choice Vision BEC Fall Workshop 4:00 – 6:00 p.m. PLEASE ATTEND!	22 City Council Meeting 6:30 p.m. UT Land Use Institute Conference	23 UT Land Use Institute Conference	24
25	26	27 Utah League of Cities and Towns	28 Utah League of Cities and Towns	29	30	31 HALLOWEEN Trunk or Tread 4:00 – 7:30 p.m.

November

2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 General Election	4	5 Planning Commission Meeting 6:30 p.m. Deadline for Nov 19th	6	7
8	9	10 Utah Housing Coalition webinar	11 VETERANS DAY Office Closed	12 City Council Meeting 6:30 p.m.	13	14
15	16 Legislative Policy Committee 12:00 – 1:30 p.m.	17 Sewer Board Meeting 5:30 p.m.	18	19 Planning Commission Meeting 6:30 p.m. Deadline for Dec 3rd	20 Water Bills Due	21
22	23	24	25	26 THANKSGIVING Office Closed	27 THANKSGIVING BREAK Office Closed	28
29	30					