



**Notice is hereby given that the  
WILLARD CITY PLANNING COMMISSION AND  
CITY COUNCIL**

**Will meet in a work session on  
Thursday, March 13, 2025 – 5:30 p.m.  
Willard City Hall, 80 West 50 South  
Willard, Utah, 84340**

**AGENDA**

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

1. 5:30 p.m. Work session to discuss a concept plan and development agreement for property located at approximately 3710 South Perry Street (200 West in Willard) with Pat Burns/Lync Construction

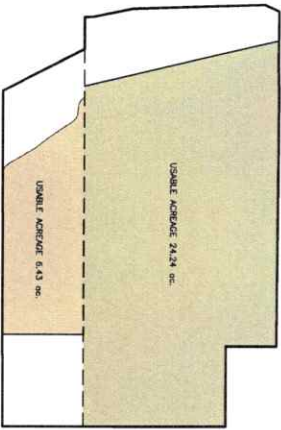
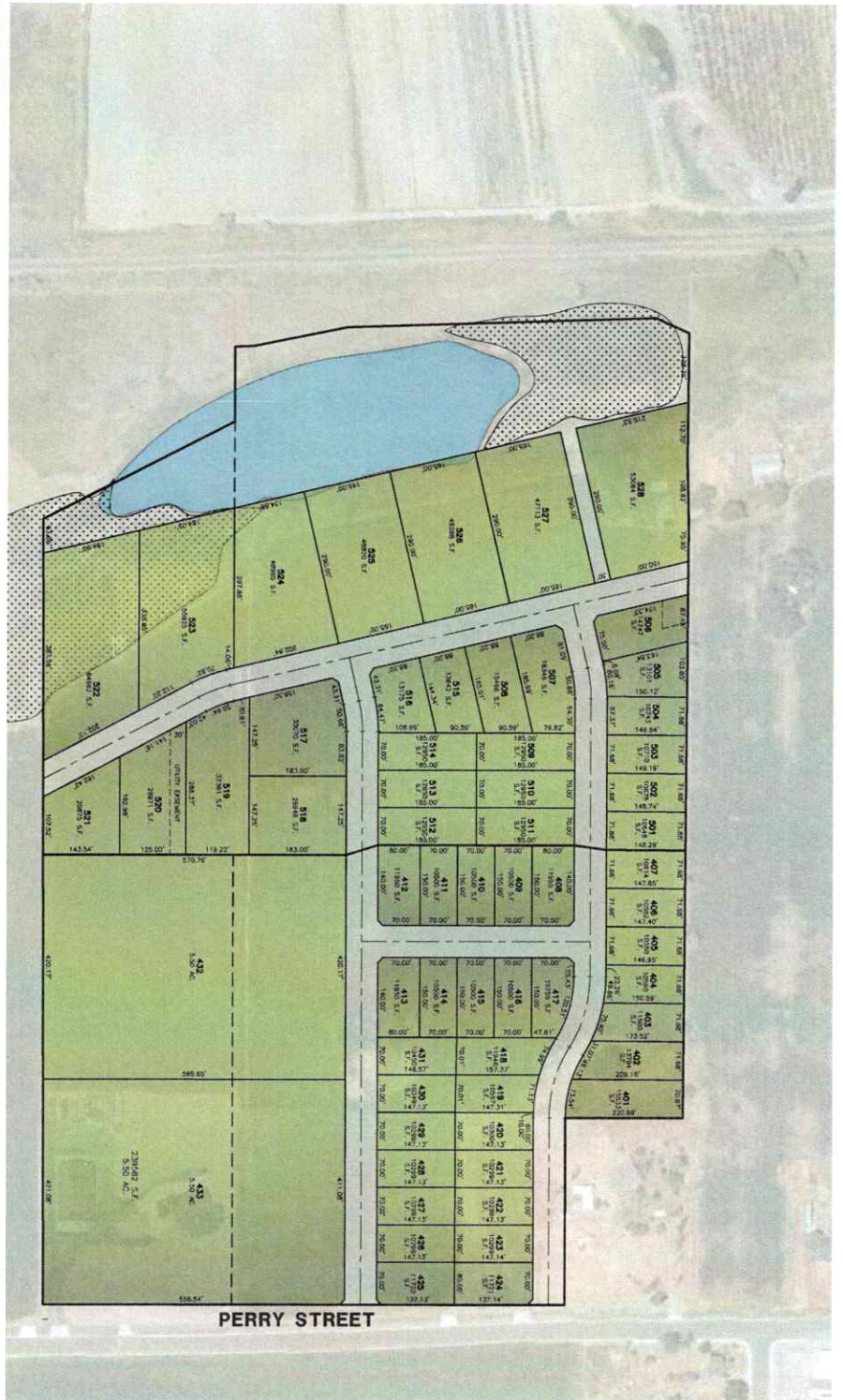
I, the undersigned duly appointed and acting Deputy City Recorder for Willard City Corporation, hereby certify that a copy of the foregoing notice and agenda was posted at the Willard City Hall, on the State of Utah Public Meeting Notice website <https://www.utah.gov/pmn/index.html>, on the Willard City website [www.willardcity.com](http://www.willardcity.com), and sent to the Box Elder News Journal this 12th day of March, 2025.

*/s/ Michelle Drago*

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Deputy City Recorder

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



# Olsen Orchards - Phase 4 & 5

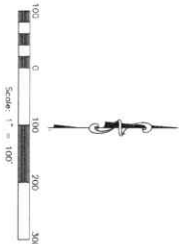
Willard City, Box Elder County, Utah



**Density Calculations**

Parcels 02-035-0051, 07-035-0063	
Total Area	47.13 ac.
Usable Area	4.71 ac.
Development Area	24.24 ac.
Parcel 02-035-0075	
Total Area	12.80 ac.
Usable Area	1.55 ac.
Development Area	6.43 ac.
Total Usable Area	6.26 ac.
Total Development Area	30.67 ac.

**Developer:**  
 Lync Development  
 1946 W 5600 S  
 Roy, UT 84067  
 (801) 710-2234



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Revised: Jan. 3, 2025

Sheet	1
Sheets	1

**Olsen Orchards - Phase 4 & 5**  
 PART OF THE SE 1/4 OF SECTION 10 T.8N, R.2W, S.1B & M., U.S. SURVEY  
 WILLARD, BOX ELDER COUNTY, UTAH

**Concept Plan**

REVISIONS	DATE	DESCRIPTION
NO. 01	12/18/2024	EASEMENT ADDED

**Reeve & Associates, Inc.**  
 3100 S. 1500 W., WINDHOLM, UTAH 84040  
 TEL: (801) 621-7333 FAX: (801) 621-7300 WWW: REEVE-ASSOCIATES.COM  
 LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS  
 TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

## **DEVELOPMENT AGREEMENT**

### **Fitzgerald Pond Subdivision**

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#### **INTRODUCTION**

This Development Agreement (“Agreement”) is entered into by and between Willard City, a municipal corporation of the State of Utah (“City”), and Lync Construction, LLC, a Utah limited liability company (“Developer”), collectively referred to as the “Parties.”

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#### **RECITALS**

WHEREAS, the Developer desires and intends to develop a residential subdivision known as the Fitzgerald Pond Subdivision (the “Project”) on approximately 46.75 acres of land historically used for small-scale farming;

WHEREAS, the Project will consist of 61 single-family residential lots ranging in size from approximately 10,000 square feet to 239,500 square feet, with the intent to create a mix of starter homes and larger homes to accommodate multiple income groups;

WHEREAS, the underlying zoning on the Willard City General Plan for the Project site is R-1/2, which requires a minimum lot size of 21,780 square feet, and the Developer seeks flexibility to allow for a blend of lot sizes to create a more beautiful, useful, and desirable subdivision;

WHEREAS, the City’s objective is to promote the health, safety, and welfare of the community, as outlined in its general plan, municipal code, and adopted policies, and the Project aligns with these objectives by providing housing opportunities for a range of income levels;

WHEREAS, the Parties desire to enter into this Agreement to establish the terms and conditions under which the Project will be developed, including the permitted uses, lot configurations, and other development standards;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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#### **1. PERMITTED USES**

##### **1.1 Approved Uses:**

The Project shall be limited to the uses shown in the approved plans (see Attachment B), which include the following:

- 61 single-family residential lots ranging in size from approximately 10,000 square feet to 239,500 square feet.
- The only permitted use within the subdivision shall be single-family residences.

### **1.2 Zoning Compliance:**

Following completion of the Development, the properties subject to this Agreement shall comply with the regulations and use requirements of the R-1/2 zoning district, except as otherwise provided in this Agreement to allow for a blend of lot sizes.

### **1.3 Lot Size Flexibility:**

The Developer is permitted to create a mix of lot sizes within the subdivision, as detailed in Attachment B (Concept Plan), to accommodate a range of housing options for multiple income groups.

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## **2. DENSITY LIMITS**

### **2.1 Maximum Density:**

The Project shall be developed with a maximum density of two (2) dwelling units per usable acre of ground. For the purposes of this Agreement, "usable acreage" shall exclude areas designated as unusable or allocated for roads, as shown in the Concept Plan (see Attachment B).

### **2.2 Compliance with Density Standards:**

The Developer shall ensure that the final lot configuration and subdivision design comply with the density limits established in this Agreement. Any modifications to the density shall require prior written approval from the City.

### **2.3 Calculation of Usable Acreage:**

The calculation of usable acreage shall be based on the total project area, excluding:

- Land deemed unsuitable for development due to environmental, topographical, wetlands, or other constraints.
- Acreage allocated for public or private roadways, as identified in the Concept Plan.

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## **3. INFRASTRUCTURE AND IMPROVEMENTS**

### **3.1 Culinary Water:**

Culinary water for the Project shall be supplied by Perry City. The Parties acknowledge that this arrangement does not conform to Willard City's municipal code; however, the unique location of the Project and the proximity of Perry City's water infrastructure make this solution the most feasible. The Developer shall secure a formal agreement with Perry City to ensure the provision of culinary water to the subdivision. In the event that Perry City is unable to fulfill this commitment, the Developer shall work with Willard City to identify an alternative solution.

### **3.2 Secondary Water:**

Secondary water for the Project shall be provided by Pineview Irrigation Company. The secondary water line will be located on the property line of the Project, and the Developer shall ensure that all necessary connections and infrastructure are installed in compliance with Pineview Irrigation Company's requirements and developer shall provide all necessary secondary water shares.

### **3.3 Sewer:**

Sewer services for the Project shall be provided by Perry City. The Parties acknowledge that this arrangement does not conform to Willard City's municipal code; however, the proximity of Perry City's sewer infrastructure makes this solution the most practical. The Developer and the City shall secure a formal agreement with Perry City to ensure the provision of sewer services to the subdivision through an interlocal agreement.

### **3.4 Roads and Sidewalks:**

All roads and sidewalks within the Project shall be designed and constructed in accordance with Willard City standards.

### **3.5 Stormwater Management:**

Stormwater management systems for the Project shall be designed and constructed in compliance with Willard City standards.

### **3.6 Open Space and Trails:**

The Developer shall construct trails within the Project that connect to the existing trail system adjacent to the subdivision. The design and alignment of the trails shall be consistent with the Concept Plan attached to this Agreement (see Attachment B).

### **3.7 Phasing of Improvements:**

The Project shall be developed in two phases, as shown in the Concept Plan attached to this Agreement (see Attachment B). Utilities shall be installed during the first phase, and roads shall be installed in their respective phases. Certificates of occupancy shall not be issued for any residential units until all required infrastructure for the applicable phase has been completed and approved by the City.

### **3.8 Maintenance Responsibilities:**

Upon completion and acceptance of the infrastructure improvements, Willard City shall assume responsibility for the maintenance of the roads within the Project, Perry City will be responsible for the maintenance, collection, and billing for utilities provided by Perry City.

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## **4. VESTED RIGHTS**

### **4.1 Scope of Vested Rights:**

The Developer shall have the vested right to develop the Project in accordance with the terms and conditions of this Agreement, including but not limited to the approved lot sizes, density, utility arrangements, and other provisions outlined herein. These vested rights shall also apply to

any subsequent approvals or permits required for the Project, provided that the Developer remains in compliance with the terms of this Agreement.

**4.2 Duration of Vested Rights:**

The vested rights granted under this Agreement shall remain in effect for a period of ten (10) years from the Effective Date of this Agreement.

**4.3 Protection Against Future Changes:**

The City shall not apply any new zoning ordinances, regulations, or other municipal requirements to the Project that would conflict with the terms of this Agreement, except as required to address health, safety, or welfare concerns as permitted under applicable law.

**4.4 Conditions for Maintaining Vested Rights:**

The Developer's vested rights are contingent upon compliance with the Concept Plan, infrastructure requirements, and all other terms and conditions of this Agreement.

**4.5 Dispute Resolution:**

Any disputes regarding vested rights shall be resolved in accordance with Section 7 of this Agreement.

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**5. OPEN SPACE AND AMENITIES**

**5.1 Trails:**

The Developer shall construct 6-foot-wide asphalt trails within the Project, as shown in the concept plan attached to this Agreement (see Attachment B).

**5.2 Trail Maintenance:**

Upon completion and acceptance of the trails, Willard City shall assume responsibility for their maintenance.

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**6. AMENDMENTS**

**6.1 General Amendment Requirements:**

This Agreement may be amended by mutual agreement of the Parties only if the amendment is in writing, approved by the Willard City Council, and signed by both the Developer and the City.

**6.2 Minor Changes:**

The Developer may request minor changes consistent with the intent of this Agreement, subject to administrative approval.

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**7. DISPUTE RESOLUTION**

### **7.1 Good Faith Negotiations:**

In the event of a dispute arising under this Agreement, the Parties agree to first engage in good faith negotiations to resolve the matter. Each Party shall act reasonably and in good faith in attempting to reach a resolution.

### **7.2 Conference:**

If good faith negotiations fail, either Party may request a conference to resolve the dispute. The conference shall occur within seven (7) calendar days of the request and shall include representatives from both Parties with relevant expertise and authority to resolve the issue.

### **7.3 Mediation:**

If the dispute is not resolved through the conference process, the Parties agree to submit the matter to mediation. Mediation shall occur within forty-five (45) days of the Parties submitting the dispute to mediation. The costs of mediation shall be split equally between the Parties.

### **7.4 Binding Arbitration:**

If mediation does not resolve the dispute, the matter shall be submitted to binding arbitration. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association or another mutually agreed-upon arbitration body. The decision of the arbitrator shall be final and binding on the Parties.

### **7.5 Jurisdiction and Venue:**

Any legal action arising out of or related to this Agreement, including the enforcement of an arbitration award, shall be brought in a court of competent jurisdiction in the State of Utah.

### **7.6 Costs of Dispute Resolution:**

Unless otherwise agreed, the costs of mediation or arbitration shall be split equally between the Parties. Each Party shall bear its own legal fees and expenses incurred in connection with the dispute resolution process.

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## **8. TERMINATION**

### **8.1 Grounds for Termination:**

This Agreement may be terminated by either Party under the following conditions:

- **Breach of Agreement:** If either Party fails to comply with the terms and conditions of this Agreement, the non-breaching Party may terminate the Agreement, provided that the breaching Party is given written notice of the breach and a reasonable cure period of 14 days to remedy the breach.
- **Mutual Agreement:** The Agreement may be terminated at any time by mutual written consent of both Parties.

### **8.2 Termination by Developer:**

The Developer may terminate this Agreement if the Project becomes infeasible due to unforeseen circumstances, including but not limited to regulatory changes, inability to secure necessary permits, or other factors beyond the Developer's control.

### **8.3 Termination by City:**

The City may terminate this Agreement if the Developer fails to comply with the terms of this Agreement and fails to cure the breach within the specified cure period.

### **8.4 Effect of Termination:**

Upon termination of this Agreement:

- The property shall revert to its former zoning designation, and all rights, entitlements, and obligations granted under this Agreement shall be null and void.
- Neither Party shall have any further obligations under this Agreement, except for those that expressly survive termination.

### **8.5 Dispute Resolution for Termination:**

Any disputes related to the termination of this Agreement shall be resolved through the dispute resolution process outlined in Section 7 of this Agreement.

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## **9. GENERAL PROVISIONS**

### **9.1 Governing Law:**

This Agreement is entered into under the laws of the State of Utah, and the Parties intend that Utah law shall govern its interpretation and enforcement.

### **9.2 Entire Agreement:**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

### **9.3 Severability:**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the Parties shall negotiate in good faith to replace the invalid provision with a valid provision that most closely approximates the original intent.

### **9.4 Force Majeure:**

Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, acts of government, labor disputes, or other unforeseen circumstances.

### **9.5 Notices:**

All notices required or permitted under this Agreement shall be in writing and delivered either

personally, by certified mail, or by a recognized overnight courier service to the addresses specified by the Parties in this Agreement. Notices shall be deemed effective upon receipt.

**9.6 Assignment:**

The Developer may assign all rights and obligations under this Agreement to another entity, provided that any such assignment complies with applicable City laws and does not relieve the Developer of its obligations under this Agreement unless expressly agreed to by the City [2].

**9.7 Execution in Counterparts:**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**9.8 Binding Effect:**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, assigns, and representatives.

**9.9 Duty to Act in Good Faith:**

The Parties agree to act reasonably and in good faith in the performance of their obligations and the exercise of their rights under this Agreement.

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**10. DEFAULT AND REMEDIES**

**10.1 Events of Default:**

An event of default (“Default”) under this Agreement shall occur if either Party fails to perform or observe any material term, condition, or obligation required under this Agreement, and such failure continues beyond the applicable cure period specified in this Agreement.

**10.2 Notice of Default and Cure Period:**

In the event of a Default, the non-defaulting Party shall provide written notice to the defaulting Party specifying the nature of the Default. The defaulting Party shall have a cure period of [insert number of days] days from the date of receipt of the notice to remedy the Default. If the Default is not cured within the specified period, the non-defaulting Party may pursue the remedies set forth in this Agreement.

**10.3 Remedies for Default:**

Upon the occurrence of a Default that is not cured within the applicable cure period, the non-defaulting Party may exercise any or all of the following remedies:

- **Specific Performance:** Seek specific performance of the terms and conditions of this Agreement.
- **Termination:** Terminate this Agreement in accordance with Section 8.

- **Legal or Equitable Relief:** Pursue any other legal or equitable remedies available under applicable law.

**10.4 Limitation of Remedies:**

The remedies provided in this Agreement are cumulative and not exclusive. The exercise of any remedy shall not preclude the exercise of any other remedy.

**10.5 Dispute Resolution:**

Any disputes arising from a Default under this Agreement shall be resolved in accordance with the dispute resolution process outlined in Section 7 of this Agreement.

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**11. EXECUTION AND ACKNOWLEDGMENT**

**11.1 Execution of Agreement:**

This Agreement shall be executed by the authorized representatives of the Parties. The execution of this Agreement signifies the Parties' mutual understanding and agreement to the terms and conditions set forth herein.

**11.2 Counterparts:**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this Agreement delivered by facsimile or email shall be deemed originally signed copies of this Agreement.

**11.3 Acknowledgment:**

The Parties acknowledge that they have read and fully understand the terms of this Agreement and that they have had the opportunity to seek legal counsel regarding its terms.

**11.4 Signatures:**

The Parties, having been duly authorized, have executed this Agreement as of the Effective Date.

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**SIGNATORIES**

**“City”**

Willard City, a body corporate and politic of the State of Utah

By: \_\_\_\_\_

[Name], Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

[Name], City Recorder

Date: \_\_\_\_\_

**“Developer”**

Lync Construction, LLC

By: \_\_\_\_\_

Pat Burns, Manager

Date: \_\_\_\_\_

**Acknowledgment**

[Enter notary blocks]