

# Ordinance No. 2024-06

## AN ORDINANCE AMENDING THE ZONING MAP OF THE TOWN OF GENOLA

**WHEREAS**, the "Municipal Land Use, Development, and Management Act," Utah Code Ann. §§ 10-9a-101 *et seq.*, as amended (the "Act"), provides that each municipality of the State of Utah may enact a land use ordinance and a zoning map establishing regulations for land use and development within the municipality;

**WHEREAS**, from time to time it is necessary to review and amend the Official Zoning Map to keep pace with development within the Town;

**WHEREAS**, the Planning Commission of Genola gave proper notice to and held a public hearing regarding the proposed Zoning Map Amendment on May 10, 2023;

**WHEREAS**, the proposed amendment to the Zoning Map contemplated by this Ordinance has been reviewed by the Planning Commission of the Town of Genola and the Town Council, and all appropriate public hearings have been held in accordance with Utah State law and the Ordinances to obtain public input regarding the proposed amendment to the Zoning Map;

**WHEREAS**, the Planning Commission of the Town of Genola has reviewed and made a recommendation to the Town Council concerning the proposed amendment to the Official Zoning Map of the Town of Genola, subject to a development agreement between the Town and the owner of the land, on May 2, 2024;

**WHEREAS**, the Town Council has found the proposed amendment to be consistent with the Town's General Plan;

**NOW THEREFORE**, be it ordained by the governing body of the Town of Genola:

1. Zoning Map Amendment. The following described real property within the Town of Genola, Utah County, State of Utah, previously zoned A-1 Agricultural Zone is hereby changed to R-1 Residential Zone:

- Property located at approximately 225 South 800 East in Genola, Utah, identified by Utah County Parcel #29:036:0120.

2. Effective Date. This ordinance shall become effective upon publication.

3. Repeal of Conflicting Ordinances. To the extent that any ordinances, resolutions or policies of the Town of Genola conflict with the provisions of this ordinance, they are hereby amended to be in accordance with the provisions hereof.

PASSED AND ADOPTED by the Town Council of the Town of Genola, State of Utah on the 19th day of June, 2024 by the following Vote:

	Aye	Nay	Abstain	Absent
Martin Larson	<u>✓</u>	<u>          </u>	<u>          </u>	<u>          </u>
Hale Robison	<u>✓</u>	<u>          </u>	<u>          </u>	<u>          </u>
Grant Lundberg	<u>✓</u>	<u>          </u>	<u>          </u>	<u>          </u>
Stan Judd	<u>✓</u>	<u>          </u>	<u>          </u>	<u>          </u>
Curtis Thomas	<u>✓</u>	<u>          </u>	<u>          </u>	<u>          </u>

TOWN OF GENOLA:

ATTEST:

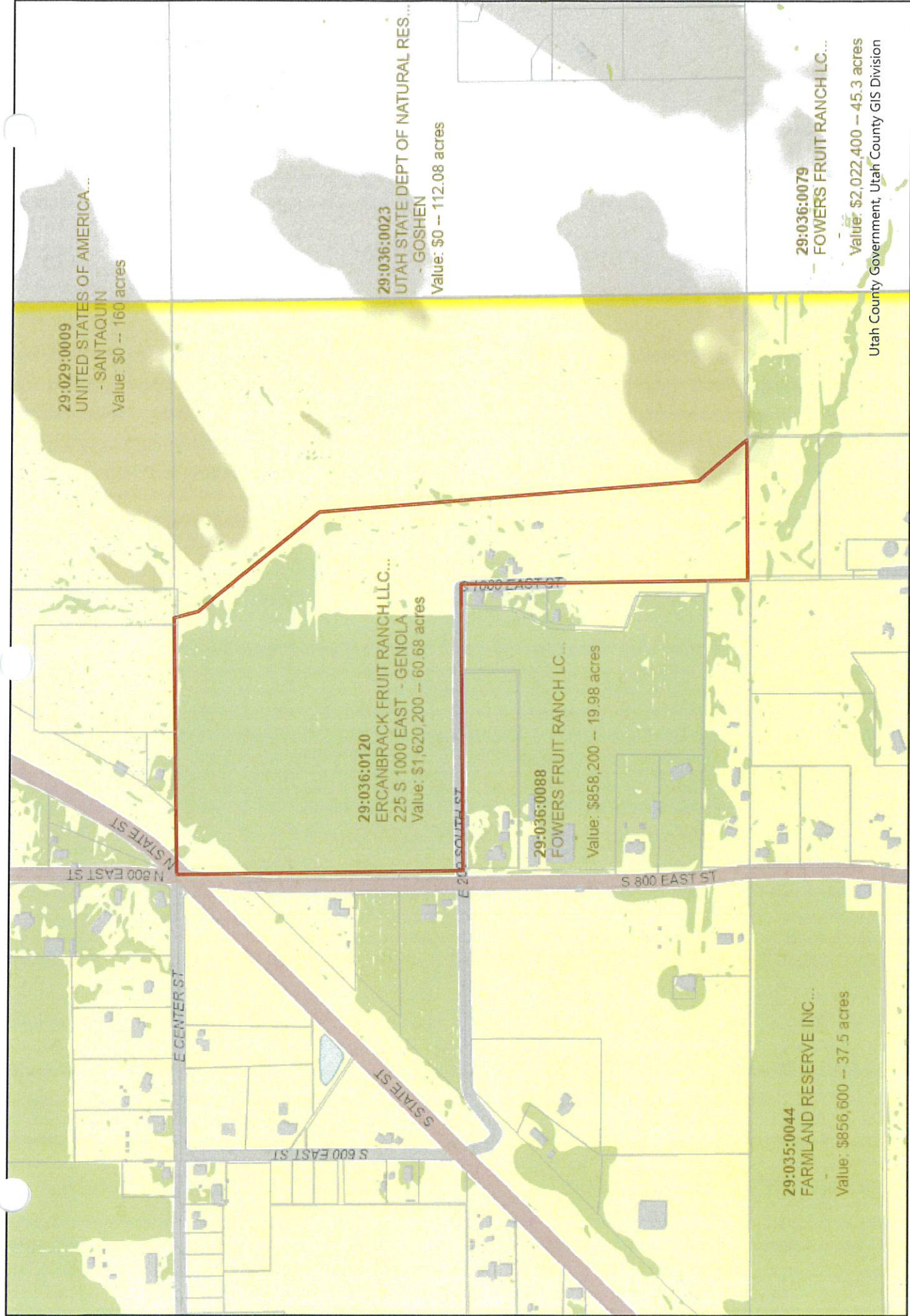
*Martin Larson*  
By: Martin Larson, Mayor

*Lucinda Thomas*  
By: Lucinda Thomas,  
Town Clerk/Recorder



# **Exhibit A**

## **ZONING MAP AMENDMENT**

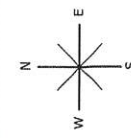


# Utah County Parcel Map

1 inch equals 752.3 feet

This cadastral map is generated from Utah County Recorder data. It is for reference only and no liability is assumed for any inaccuracies, incorrect data or variations with an actual survey.

Date: 1/18/2024



# **Exhibit B**

## **DEVELOPMENT AGREEMENT**

## Development Agreement

This Agreement ("Agreement") is by and between the following parties:

Ercanbrack Fruit Ranch, LLC, a Utah Limited Liability Company, of 2336 N Lake Rd, Santaquin, Utah 84655 ("Developer"); and

Town of Genola, a Utah municipality and political subdivision of the State of Utah, with principal offices at 74 West 800 South, Genola, Utah 84655 ("Town").

### Recitals

WHEREAS, Developer owns property ("the Property") within the limits of the Town of Genola, which property is described as set forth in Exhibit "A" attached hereto, and which is currently zoned as A-1 Agricultural; and

WHEREAS, Developer desires to change the zoning of the Property to R-1 Residential; and

WHEREAS, Town believes that a change in zoning to R-1 is in keeping with its general plan and with development activity in proximity to the Property; and

WHEREAS, the parties desire to enter into this Development Agreement.

NOW THEREFORE, in consideration of the mutual covenants, conditions and considerations set forth herein, the parties agree as follows:

### Terms and Conditions

1. Developer agrees that prior to any further development of the Property, Developer shall submit, and obtain approval on, a preliminary plat and final plat according to Genola's standard process for development projects and to complete all development consistent with the approved such plats; and if any amendments thereto are made, complete all development consistent with the same after approval by Town.
2. Developer and Town agree that this Agreement shall run with the land and that this Agreement may be recorded with the Utah County Recorder on the Property.
3. Developer agrees to disclose this Agreement and its binding effect on the Property to respective third-parties upon any transfer of the Property or assignment of rights under this Agreement.
4. Developer agrees to comply with all terms related to plat requirements; density; lot arrangement; infrastructure; phasing; circulation; access issues; provision for electrical

service; provision for culinary and secondary water; provision for natural gas; geotechnical studies; project amenities and landscaping; design considerations; transition areas; project covenants, conditions and restrictions; approvals from other entities; assurance for completion of improvements and duration and performance guarantee; Town design and construction standards; and other like considerations as required by the Town at the time Developer further develops the Property.

5. Developer agrees to follow the terms and conditions of this Agreement, and Town agrees to approve the zone change for the Property from A-1 Agricultural to R-1 Residential;
6. Town enters into this Agreement pursuant to its authority under Section 10-9a-102(2) of the Utah Code, which specifically allows for "...development agreements that the municipality considers necessary or appropriate for the use and development of the land within the municipality...."
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Venue of any legal proceeding involving the interpretation or enforcement of this Agreement shall be brought in Utah County, Utah.
8. Attorney Fees. If any action is brought because of any breach or to enforce or interpret any of the provisions of this Agreement, the non-defaulting Party in such action shall be entitled to recover from the defaulting Party reasonable attorneys' fees and court costs incurred in connection with such action, the amount of which shall be fixed by the court and made a part of any judgment rendered.
9. Entire Agreement. This Agreement, including the Recitals set forth above, constitutes the entire agreement between the Parties hereto relative to the subject matter hereof. Any prior negotiations, correspondence, or understandings relative to the subject matter hereof, including the Severance Agreement, shall be deemed to be merged in this Agreement and shall be of no further force or effect. This Agreement may not be amended or modified except in writing executed by all of the Parties hereto.
10. Invalidity Provision. If any provision of this Agreement is found by a court to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permitted by applicable law) any other provision of this Agreement.
11. Authority to Sign. The undersigned parties represent to all the other parties that each has authority to sign in his / her stated capacity and acknowledge that all other parties are signing this Agreement in reliance upon such representation.

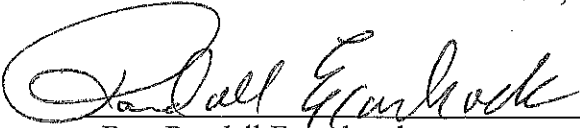
Signature Page Follows

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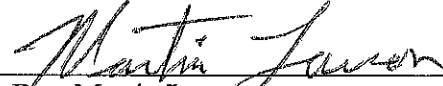
IN WITNESS WHEREOF, the Parties have executed this Agreement as set forth below:

**DEVELOPER:**  
**ERCANBRACK FRUIT RANCH, LLC**


  
By: Randall Ercanbrack  
Its: Manager



**TOWN OF GENOLA**

  
By: Martin Larson  
Its: Mayor

**ATTEST:**

  
By: Lucinda Thomas  
Its: Town Clerk/Recorder

**Exhibit A**

## Legal Description

COM S 0 DEG 37' 48" E 2670.82 FT ALONG 1/4 SEC. LINE & S 89 DEG 36' 58" W 676.23 FT FR N 1/4 COR. SEC. 34, T9S, R1E, SLB&M.; S 89 DEG 36' 58" W 647.96 FT ALONG 1/4 SEC. LINE; N 0 DEG 37' 24" W 1331.53 FT ALONG 1/4 SEC. LINE; S 89 DEG 26' 58" W 1323.63 FT ALONG 1/4 SEC. LINE; N 0 DEG 37' 59" W 1327.59 FT ALONG SEC. LINE; N 89 DEG 16' 47" E 1185.44 FT ALONG SEC. LINE; S 15 DEG 11' 43" E 113.26 FT; S 39 DEG 11' 17" E 724.35 FT; S 4 DEG 31' 2" E 1767.64 FT; S 40 DEG 7' 25" E 292.84 FT TO BEG. AREA 60.678 AC.

Tax Serial No. 29-036-0120