

## Meeting Procedures

### Outline of Meeting Procedures:

- ❖ The Chair will call the meeting to order, read the opening meeting statement, and then introduce the item.
- ❖ The typical order is for consent items, old business, and then any new business.
- ❖ Please respect the right of other participants to see, hear, and fully participate in the proceedings. In this regard, anyone who becomes disruptive, or refuses to follow the outlined procedures, is subject to removal from the meeting.

### Role of Staff:

- ❖ Staff will review the staff report, address the approval criteria, and give a recommendation on the application.
- ❖ The Staff recommendation is based on conformance to the general plan and meeting the ordinance approval criteria.

### Role of the Applicant:

- ❖ The applicant will outline the nature of the request and present supporting evidence.
- ❖ The applicant will address any questions the Planning Commission may have.

### Role of the Planning Commission:

- ❖ To judge applications based upon the ordinance criteria, not emotions.
- ❖ The Planning Commission's decision is based upon making findings consistent with the ordinance criteria.

### Public Comment:

- ❖ The meeting will then be open for either public hearing or comment. Persons in support of and in opposition to the application or item for discussion will provide input and comments.
- ❖ The commission may impose time limits for comment to facilitate the business of the Planning Commission.

### Planning Commission Action:

- ❖ The Chair will then close the agenda item from any further public comments. Staff is asked if they have further comments or recommendations.
- ❖ A Planning Commissioner makes a motion and second, then the Planning Commission deliberates the issue. The Planning Commission may ask questions for further clarification.
- ❖ The Chair then calls for a vote and announces the decision.

## Commenting at Public Meetings and Public Hearings

**Public comment may NOT be heard during Administrative items, the Planning Division Project Manager may be reached at 801-399-8371 before the meeting if you have questions or comments regarding an item.**

### Address the Decision Makers:

- ❖ When commenting please step to the podium and state your name and address.
- ❖ Please speak into the microphone as the proceedings are being recorded and will be transcribed to written minutes.
- ❖ All comments must be directed toward the matter at hand.
- ❖ All questions must be directed to the Planning Commission.
- ❖ The Planning Commission is grateful and appreciative when comments are pertinent, well organized, and directed specifically to the matter at hand.

### Speak to the Point:

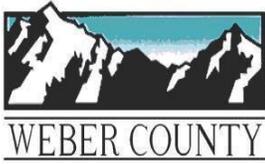
- ❖ Do your homework. Obtain the criteria upon which the Planning Commission will base their decision. Know the facts. Don't rely on hearsay and rumor.
- ❖ The application is available for review in the Planning Division office.
- ❖ Speak to the criteria outlined in the ordinances.
- ❖ Don't repeat information that has already been given. If you agree with previous comments, then state that you agree with that comment.
- ❖ Support your arguments with relevant facts and figures.
- ❖ Data should never be distorted to suit your argument; credibility and accuracy are important assets.
- ❖ State your position and your recommendations.

### Handouts:

- ❖ Written statements should be accurate and either typed or neatly handwritten with enough copies (10) for the Planning Commission, Staff, and the recorder of the minutes.
- ❖ Handouts and pictures presented as part of the record shall be left with the Planning Commission.

### Remember Your Objective:

- ❖ Keep your emotions under control, be polite, and be respectful.
- ❖ It does not do your cause any good to anger, alienate, or antagonize the group you are standing in front of.



## WESTERN WEBER PLANNING COMMISSION MEETING

### MEETING AGENDA

April 22, 2025

Pre-meeting 4:30/R, regular meeting 5:00 p.m.



- Pledge of Allegiance
- Roll Call:

1. Minutes: February 11, 2025, March 11, 2025

#### Petitions, Applications, and Public Hearings:

#### 2. Administrative items

**2.1 LVW022025:** Consideration and action on a request for preliminary subdivision approval of the Winston Park Subdivision Phases 2, 3. A proposal to redevelop the open space parcel with 53 single-family lots.

**Staff Presenter: Felix Lleverino**

#### 3. Legislative Items

**3.1 ZMA2025-01:** A discussion on a legislative application to rezone 31.4 acres of land generally known as the Bitton Dee rezone, located at approximately 601 South 3600 West, from the A-1 zone to the R1-15 zone.

**Staff Presenter: Felix Lleverino**

**3.2 ZMA2024:** a follow-up discussion, deliberation, and possible decision regarding an application for a rezone and associated development agreement for the Westbridge Meadows development, a master planned community that will rezone approximately 1400 acres of property located within the area south of the Union Pacific Railroad between the Weber River and 7500 West. The zone(s) being proposed include a Master Planned Development Overlay Zone (MPDOZ), and a variety of Single-Family Dwelling (R1), Two-Family Dwelling (R2), and Multi-Family Dwelling (R3) zones, as well as the Form-Based Zone (FB (mixed uses)) and the open space zone (O-1).

**Staff Presenter: Charlie Ewert**

4. Public Comment for Items not on the Agenda:

5. Remarks from Planning Commissioners:

6. Planning Director Report:

7. Remarks from Legal Counsel

Adjourn to Worksession: Listed on the next page

**Worksession Items:**

**WS1:** A discussion regarding a zoning map amendment application and associated development agreement for the Bennet Farms Rezone, a master planned development that will rezone approximately 550 acres of property located within the area bounded by 12th Street, 4700 West, and the Weber River. The proposed rezone is to a new proposed zone called the "Traditional Neighborhood Zone" (TN) which will allow a variety of uses within a master planned development, guided by a concept plan, including single-family residential, mixed residential, and mixed neighborhood commercial. The proposal may also include a dual zone, coupling the TN zone with the county's existing Form-Base Zone (FB). Applicant: Black Pine Group.

The regular meeting will be held in the Weber County Commission Chambers, in the Weber Center, 1st Floor, 2380 Washington Blvd., Ogden, Utah.

*Public comment may not be heard during administrative items. Please contact the Planning Division Project Manager at 801-399-8371 before the meeting if you have questions or comments regarding an item.*

***In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Weber County Planning Commission at 801-399-8371***

Minutes of the Regular Meeting of the Western Weber Planning Commission for February 11, 2025, Weber County Commission Chambers, 2380 Washington Boulevard 1<sup>st</sup> Floor, the time of the meeting, commencing at 5:00 p.m.

**Western Weber Planning Commissioners Present:** Andrew Favero (Chair), Casey Neville (Vice Chair), Wayne Andreotti, Cami Jo Clontz, Jed McCormick, Bren Edwards, Sara Wichern

**Staff Present:** Rick Grover, Planning Director; Charlie Ewert, Principal Planner; Felix Lleverino, Planner; Liam Keogh, Legal Counsel; Tiffany Snider, Office Specialist.

**Roll Call:** Chair Favero conducted roll call and indicated all Commissioners were present.

**1. Minutes: November 12, December 3, and December 10, 2024.**

Chair Favero indicated corrections to the minutes were discussed during the pre-meeting; he called for a motion regarding the minutes.

Commissioner McCormick moved to approve the November 12, December 3, and December 10, 2024 minutes as amended. Vice Chair Neville seconded the motion, all voted in favor.

**2. Administrative Items:**

**2.1 LVK110824: Consideration and action on a request for preliminary approval of Kanesville Crossing Subdivision consisting of 78 residential lots, 2 commercial lots, 2 Special Use Area Lots, and 2 common area parcels, within C-1 and R-3 zones, located at approximately 3300 South 3500 W, Ogden. This project is subject to a recorded zoning development agreement dated March 14, 2024. Staff Presenter: Tammy Aydelotte.**

Planner Aydelotte explained Kanesville Crossing Subdivision consisting of 77 residential lots (townhomes), 2 commercial lots, 2 Special Use Area Lots, and 2 common area parcels, within C-1 and R-3 zones, located at approximately 3300 South 3500 West, Ogden.

Ms. Aydelotte then used the aid of a PowerPoint presentation to summarize staff's analysis of the application to determine conformance with the General Plan, zoning regulations, street regulations, culinary water and sanitary sewage disposal, review agency recommendations, and additional design standards. She also clarified that there will be parking regulations imposed on the development, but those parking regulations will not be determined until specific uses are proposed – both residential and commercial in nature. She concluded staff recommends preliminary approval of Kanesville Crossing Subdivision consisting of 77 residential lots, 2 commercial lots, 2 special-use area lots, a storm water detention pond, and common area throughout this proposed subdivision. This recommendation is based on all review agency requirements, including those outlined in this staff report, and the following conditions:

1. Payment of the \$2,500 per lot will be made to the Western Weber Parks District before the subdivision plat records, and an additional payment of \$2,500 shall be made with each building permit, per the recorded development agreement.
2. The proposed Special Use Area lots meet minimum requirements for distances of parking lots from lot lines/roadways, per Weber County Ordinance.
3. Additional landscaping/buffering may be required along 3500 West Street and 3300 South Street until the C-1 portion of this zone is developed.
4. An unconditional final approval letter from the culinary and secondary water provider will be submitted before the Planning Commission considers offering a recommendation for final approval.
5. All improvements shall be approved by County review agencies prior to receiving final approval.

This recommendation is based on the following findings:

1. The proposed subdivision conforms to the West Central Weber General Plan.
2. The proposed subdivision complies with applicable county ordinances.

Discussion among the Commission and staff centered on fencing requirements for the perimeter of the property; Commissioner Edwards asked if there will be a six-foot, no climb fence around the perimeter of the exterior boundary of the property. Ms. Aydelotte stated a no-climb fence is required near canals, but not necessarily around the perimeter of the property.

Commissioner McCormick inquired as to what stage the applicant will specify the commercial uses for the site. Ms. Aydelotte stated that when the plat is recorded, the lots will be labeled individually, and the applicant will need to submit a design or site plan review at that time. If any intended use will disturb more than an acre or if a structure occupies more than 10,000 square feet, Planning Commission approval will be required to evaluate any detrimental effects, traffic circulation, and other appropriate regulations.

Chair Favero reminded the Commission that there is a time limit for the development agreement; the applicant has approximately 25 months left to complete the development to be compliant with the agreement.

There was brief discussion among the Commission about whether to include additional conditions of approval to address required setbacks and staff noted those items are already addressed in the development agreement.

Commissioner Edwards moved to approve application LVK110824, preliminary approval of Kanesville Crossing Subdivision consisting of 78 residential lots, 2 commercial lots, 2 Special Use Area Lots, and 2 common area parcels, within C-1 and R-3 zones, located at approximately 3300 South 3500 W, Ogden, based on the findings and subject to the conditions listed in the staff report, with the following change to conditions of approval #4 and including a condition of approval #6:

4. An unconditional final approval letter from the culinary and secondary water provider will be submitted before ~~the Planning Commission considers offering a recommendation for~~ final approval.
6. A special use area lot to be combined with proposed commercial lots to allow for more flexibility of the commercial area in the C-1 zone.

This project is subject to a recorded zoning development agreement dated March 14, 2024. Commissioner Andreotti seconded the motion. Commissioners Edwards, Favero, Andreotti, Clontz, McCormick, Neville, and Wichern voted aye. (Motion carried on a vote of 7-0).

### **3. Public Comment for Items not on the Agenda:**

Dylan Manning, 1085 N. 4700 W., addressed the work session item titled the Gibson Farms Rezone; the perviously approved density of the property was three lots per acre and that will change to six lots per acre. He has circulated a petition in the community and has gathered 150 signatures through December. The signors of the petition would like the County to 'go back to the drawing board' and preserve the third-acre lot standard, or even one-acre lots. The public is opposed to increased density, would like more open space besides the Emerald Necklace area along the Weber River. The desired setback for the River is 300 feet or more, but there are some areas where the setback is just 100 feet. He will provide the Commission with copies of the petition and asked them to consider the community wants them to design something where they would want to live or want their kids to live. They are opposed to a community that does not represent the farming history of the community. He can gather more signatures if needed.

Travis Covington, 4802 W. 2625 S., stated he is a resident of Suncrest Meadows and is very concerned about the proposal to add townhomes to that project; others in the subdivision are also concerned about it. He purchased his one-acre building lot with the understanding of the zoning and General Plan designation for properties surrounding his home; the area is still being marketed as one-acre lots, and that is how he would like it to stay. He is not opposed to high-density housing, but he purchased his property in a certain community with an expectation of the subdivision being finished as it was approved.

Kelly Nelson, 4818 W. 2700 S., stated he also lives in the Suncrest Meadows subdivision and he echoed Mr. Covington's concerns; he added that when he purchased his lot, the entire neighborhood was designed as one-acre lots. The updated application including towhomes shifts to a walkable community center in which there will be service oriented uses. The subject property is almost as far west as one can drive in the County before getting to 5100 West and this type of development will have negative impacts in the area. Increased traffic will result in more traffic incidents on 4700 West and 2550 South, which are already very busy roads. Adding 82 townhomes to a six-acre lot will increase traffic immensely. There are no sidewalks on 2550 South or 5100 West and school children are already waking along the narrow road to get to and from school.

Jill Hipwell, 585 S. 3600 W., stated she has raised this issue many times; on the agenda tonight, there are five work session items. She tries to get the word out to the community as much as possible, but she still believes the developer must put a sign on the subject property to notify the public of the types of changes they are proposing.

Commissioner Edwards asked if that is a requirement in the County's land use code. Planning Director Grover stated that is not a requirement, but the County has done it in the past as a courtesy in some instances; however, staffing levels typically do not permit the County to provide that service. Commissioner Edwards suggested the developer could be required to place the sign. Ms. Hipwell stated Morgan County requires applicants to place a sign at their own cost for 30 days before their application will be discussed. Mr. Grover stated that type of noticing is typically only required when a public hearing is being held, but he is not opposed to discussion of Ms. Hipwell's proposal.

#### **4. Remarks from Planning Commissioners:**

Commissioner Edwards stated he would like for staff to work on a recommendation that can be sent to the County Commission to see if they would allow the Commission to open the code to consider an amendment as suggested by Ms. Hipwell.

Commissioner Wichern stated that she sent an email to the Commission and staff expressing some of her concerns and she wanted to add to those comments; she is concerned that a lot of legislation protects development at the expense of taxpayers. Currently, there are several rules the County must follow that allow developers to not pay to mitigate deficiencies in a community when tax revenue has not been sufficient to care for the beauty of the community. However, the reverse is not true; the County does not have any legislation that protects taxpayers from being required to pay additional fees for development that occurs. Development can be beneficial to a community and if future generations are going to have the opportunity to live in this community, development is necessary. She has heard some comments about one-acre properties tonight and there will still be one-acre properties in the community, but the problem with properties of that size is that they require a lot of taxpayer dollars to maintain. Right now, Weber County has a very difficult time maintaining infrastructure because it is so spread out and the only way to address that issue is to make sure that going forward, the County is planning developments that can pay for themselves. This will present the need for taxpayers to subsidize those developments. The new General Plan allows for an average lot size of one-third of an acre. This means there will be lots that are smaller than a third of an acre, but others that are larger. There will also be increased open space, but there will be a continuing burden associated with maintaining open space and parks. Something else that is very concerning to her is that there is nothing in place to prevent overcrowding of schools; a development was proposed in her neighborhood where the schools were already too full, but the County could not deny the development based upon that fact. There is also no mechanism for the School District to raise revenues associated with an increase in student population. She feels proper planning is needed to ensure adequate school sizes and surrounding infrastructure to ensure kids can get safety to and from school. This will allow for safer and better planned communities. Requiring one-acre lot sizes does not make it possible to sustain current infrastructure and build additional infrastructure that is needed. She likes the master planned community concepts that have been coming forward recently and she wants to ask enough of developers to reduce the burden on existing residents.

Vice Chair Neville stated he understands and agrees with a lot of what Commissioner Wichern said; however, two items that are concerning to him are the assessment that bigger lots have a bigger impact on the community's infrastructure. He stated he disagrees with that because more waste in a sewer line has a bigger impact than less waste and more traffic on the road has a greater impact. He added he is an educator and has children in school; he is passionate about education, but is tired of everyone fighting for schools when he sees the school district waste tens of millions of dollars on one project because of poor planning. He does not want to keep fighting for the right of the school district to make costly mistakes. Commissioner Wichern agreed the school district could be more efficient with the funds they have, but Weber County is in charge of land use and keeping the community safe and if the County can do its part to plan in a way that keeps schools less crowded, maybe the relationship between the County and the school district will improve. She has also run numbers to determine the cost of infrastructure based upon capacity versus the length of a pipe and the length of the pipe is what determines the cost.

#### **5. Planning Director Report:**

Planning Director Grover provided the the Planning Commission with information regarding the Planning Commission dinner scheduled for next Tuesday. He thanked the Commission for their service.

#### **6. Remarks from Legal Counsel**

There were no remarks from Legal Counsel.

The meeting adjourned to a work session at 5:30 p.m.

**WS1: A discussion regarding a zoning map amendment application and associated development agreement for the Gibson Farms Rezone, a master planned development that will rezone approximately 550 acres of property located within the area bounded by 12<sup>th</sup> Street, 4700 West, and the Weber River. The proposed rezone is to a new proposed zone called the “Traditional Neighborhood Zone” (TN) which will allow a variety of uses within a master planned development, guided by a concept plan, including single-family residential, mixed residential, and mixed neighborhood commercial. Applicant: Black Pine Group.**

Principal Planner Ewert introduced the item.

Jeff Beck and Daniel Stephens, representing Black Pine Group, reported on a recent open house event that was held to discuss the proposed development with the community. They also presented an illustrative plan of the development area and identified the wetland areas, setbacks from the Weber River, different types of residential uses, as well as commercial and civic uses and farm buildings. They provided optional residential design concepts, possible programming of the passive and active open space and the ‘Emerald Necklace’;

Discussion among the Commission and Mr. Beck and Stephens centered on a phasing plan for the development and the setback from the Weber River and the manner in which that area will be utilized. Mr. Beck and Stephens left the Commission with an updated draft of the proposed development agreement for their review. Mr. Ewert advised the Commission to read the document with the understanding that the current draft is very developer centric, but it can be adjusted as negotiations regarding the project progress.

**WS2: A discussion regarding a zoning map amendment application and concept plan for a project named the Bitton-Dee Zoning Map Amendment, which proposes to change to zoning from Agricultural A-1 to Residential R1-15. The project covers an area that is roughly 31 acres that spans the distance between 4100 West and 3600 West. Street and pathway design with a focus on the current condition of 4100 West Street and 3600 West Street could help guide the discussion.**

Planner Lleverino introduced the item and provided a plat map to illustrate the applicant’s proposed development of the 31-acre parcel. Discussion among Planning staff, the Commission, and the applicant centered on the street layout, lot sizes, and connectivity to pathways in the area. Mr. Ewert indicated staff will continue discussions of the proposed development with the applicant as it moves forward.

**WS3: A discussion regarding a zoning map amendment application and associated development agreement for the Westbridge Meadows rezone, a master planned development that will rezone approximately 1400 acres of property located within the area between the Weber River and 7500 West, and south of the Union Pacific Railroad. The zone(s) being proposed will include a Master Planned Development Overlay Zone (MPDOZ), and may include a variety of Single- Family Dwelling (R1), Two-Family Dwelling (R2), and Multi-Family Dwelling (R3) zones, as well as the Form-Based Zone (FB (mixed uses)) and the neighborhood commercial zone (C-1), and/or may include the creation of a new master-planned development zoning designation that is unique to the proposed development. Applicant: Fenix Development and Flagship.**

Representatives of Fenix Development presented documentation illustrating the updates that have been made to the application materials for the Westbridge Meadows rezone since the Commission’s last review of the proposal. The first significant change relates to an industrial byway through the project to access the commercial component, which is essentially a “city center” idea and makes sense given the proximity of the project area to the future West Weber Highway corridor. The second significant change is narrowing the corridor along the River to ensure that the River is visible to those using the trail that will run along it. There was discussion among the Commission and the applicant regarding the language in the development agreement related to the location of the industrial byway, open space and public amenities, density, the required setback from the River to ensure no improvements are made within the flood plain, and phasing of the project over 10 to 15 years.

**WS4: A discussion regarding a potential zone map amendment to rezone approximately seven acres of property located at approximately 5015 West 2550 South from the A-2 zone to the R-3A zone. Applicant: Carson Jones.**

Principal Planner Ewert presented an aerial map to orient the Commission to the subject property; the future land use map identifies 5100 West and 2550 South as a small community node with mixed use commercial at the intersection and some mixed residential uses surrounding it, followed by standard residential development or green space. Commissioner Edwards cited comments made during the public comment period of tonight's business meeting by residents who are concerned about this proposal; they bought their properties based upon approved plans for the area that identified it as large lot single family residential, and he does not feel it is right to change the plans unless all residents in the existing development agree to it. Commissioner Wichern offered an alternative point of view, indicating everyone who lives in Western Weber County was planning on something different in their backyard than what they have received. All areas of the County were previously identified for rural development and any rezone that has been approved has replaced the plans that residents previously relied upon. Commissioner Edwards stated the difference for this subject property is that it was already platted, and that information was publicly available to people who were buying their properties and homes in the subdivision. There is still a sign posted on 4700 West that identifies lot lines of large residential lots and that is why he is a 'hard no' in terms of this zone change. Several Commissioners agreed with Commissioner Edwards and there was continued discussion of the existing development and failure of the applicant to complete 2700 South and other infrastructure improvements. Commissioner Neville stated that he would have a very hard time approving any future phase of this project until the current development is fully complete.

Commissioner Wichern stated she understands the opposition to townhomes on the property but wondered if there is any flexibility in reducing the lot sizes to something smaller than one acre. Commissioner Edwards answered no; he may be more flexible on Mr. Jones' next application for development of the area along 4700 West because that area has not been platted, but the seven acres on 2550 South has an approved plat identifying one-acre lots. Commissioner Neville stated that he would be willing to consider smaller lots if Mr. Jones is able to secure approval from every resident in the current development.

Mr. Jones then provided some history regarding the proposal; he has spoken with residents about the idea of constructing a cul-de-sac on the subject property rather than having 4950 West connect to 2550 South and when he talked to staff about that, they suggested that he wait to see the final outcome of the General Plan update project. He understands the opposition to townhomes at this time, but he was simply following advice of Planning staff. His concern at this time is developing more large lots and building multi-million-dollar homes on them, only for them to be upset in the future when some small commercial development occurs around them. Commissioners indicated that would be something to deal with when it happens and the difference in that scenario versus the current scenario is that the other properties surrounding the subject property were never platted and made public. So, future development proposals will be based upon the updated General Plan. Mr. Jones indicated that he is comfortable leaving the approved plat as it is, and he will proceed based upon current plans.

**WS5: A discussion regarding a potential zone map amendment to rezone approximately thirteen acres of property located at approximately 2615 South 4700 West from the A-1 zone to the R1-15 zone. Applicant: Carson Jones.**

Chair Favero indicated he thought that this property was already platted for half-acre lots. Mr. Jones stated that is correct, but he is requesting some modifications based upon the fact that the Utah Department of Transportation (UDOT) will not approve two access points to the property. There was discussion and debate among the Commission and staff regarding what has already been approved for the subject property and the number of access points that are actually needed onto 4700 West. Principal Planner Ewert stated that staff would require just one access onto 4700 West, somewhere south of 2550 South. Commissioner Neville indicated he wants to follow the approved plat and the requirement for one-acre lots on the property. Commissioner Edwards stated he understands that position but wants to know what was actually approved and he needs clear direction from the staff regarding the number of access points that will be required based on half-acre lots or full acre lots. Mr. Ewert stated that one access will be required once the development extends beyond 800 feet. The Commission indicated they do not like the requirement for the additional access onto 4700 West and this led to high level discussion among the group regarding connection options that would address the requirement for an additional access point without an access onto 4700 West. Mr. Jones stated that if he is going to be required to build an access onto 4700 West, he needs the rezone; otherwise, he will be required to eliminate a lot from his development and that will result in him taking a loss on the project. Mr. Ewert stated that staff will need to continue to discuss the connectivity elements of the project with Mr. Jones before proceeding with a formal application to the Commission. He indicated he needs to research the status of the preliminary plat for this property to determine if it is still active or has expired.

The work session adjourned at 8:20 p.m.

**Respectfully Submitted,**

***Cassie Brown***

**Weber County Planning Commission**

Minutes of the Regular Meeting of the Western Weber Planning Commission for March 11, 2025, Weber County Commission Chambers, 2380 Washington Boulevard 1<sup>st</sup> Floor, the time of the meeting, commencing at 5:00 p.m.

**Western Weber Planning Commissioners Present:** Andrew Favero (Chair), Casey Neville (Vice Chair), Wayne Andreotti, Cami Jo Clontz, Jed McCormick, Bren Edwards, Sara Wichern

**Staff Present:** Rick Grover, Planning Director; Charlie Ewert, Principal Planner; Felix Lleverino, Planner; Liam Keogh, Legal Counsel; Tiffany Snider, Office Specialist.

**Roll Call:** Chair Favero conducted roll call and indicated all Commissioners were present.

### 1. Minutes: January 1 and 14, 2025.

Chair Favero introduced the minutes of the January 1 and 14, 2025 meetings and called for a motion regarding the same.

Commissioner Edwards moved to approve the January 1 and 15, 2025 minutes as presented. Commissioner McCormick seconded the motion, all voted in favor.

Chair Favero then asked if any member of the Commission needed to declare a conflict of interest or ex-parte communications. Commissioner Clontz declared a conflict of interest for agenda item 2.1, application ZMA2024-12.

### 2. Legislative Items:

**2.1 ZMA2024-12: A public hearing regarding an application for a rezone of approximately 23 acres, located on the southwest corner of the 4700 West and 1150 South intersection, from the C-1 (Neighborhood Commercial) zone to the R3-A (Single-Family Detached and Attached) zone. Applicant: Fieldstone Homes. Staff Presenter: Charlie Ewert.**

A staff memo from Principal Planner Ewert explained this is an application for a rezone of approximately 22.37 acres located at the southeast corner of 4700 West and 1150 South. The applicant seeks to rezone the property from the C-1 (Neighborhood Commercial) zone to the R3-A (Mixed-Use Residential) zone for the development of 50 single-family detached homes and 198 townhome units, totaling 248 dwelling units. The Western Weber General Plan designates the property as Vehicle-Oriented Commercial, which typically supports vehicle-related commercial uses, such as big-box retail or gas stations. Housing is allowed but only above or behind commercial uses, which conflicts with the applicant's request for a purely residential development. Staff believes that the rezone is premature given the current planning context and general plan designations. Further analysis or a possible amendment to the future land use map is recommended before proceeding to approval.

Mr. Ewert then used the aid of a PowerPoint presentation to summarize staff's analysis of the application based on the Western Weber General Plan, the Land Use Code, and best planning practices. He concluded after reviewing the proposal within the intended context of the Western Weber General Plan, it is staff's opinion that this rezone is not supported in this location by the general plan. Therefore, staff is recommending denial of the application. Should the applicant desire to first apply to amend the general plan's Future Land Use Map, and should that application be successful, then staff has very few concerns with the proposal and would likely readily recommend approval of it given certain conditions and considerations, including adjusting the parks donation. Staff's recommendation is offered with the following findings:

1. The proposal is not supported by the general plan's Future Land Use Map.
2. Without analyzing the proposed use in the context of the future/evolving uses of the area and the community sentiment, as we would do during a Future Land Use Map amendment review, it is challenging to say that this proposal is in the best interest of the community.
3. The property is either not the right property for the proposal, or this is not the right time for it.

Should the planning commission desire to recommend approval of the proposal, staff suggests tabling it to the next meeting so staff can better address considerations for approval with the applicant.

The public hearing was opened at 5:14 p.m.

Randy Smith, 12896 Pony Express Road, Draper, stated he is the applicant, and he thanked the Planning Commission for their consideration of this application tonight. He added Mr. Ewert has been great to work with. He then stated the subject property has many constraints in terms of accessibility and this makes a vehicular oriented commercial use somewhat difficult. He has looked at multiple different commercial options and has engaged in many discussions with Planning staff and the Planning Commission and that has informed the concept plan that is part of his application tonight; it represents three different housing products ranging in price from \$390,000 to \$500,000. He has offered a lower parks fee because he wants to spend more money on amenities within the project that can be utilized by the residents living there. He feels the current proposal is a great project and an opportunity to grow within the path of infrastructure improvements planned for the area. He recognizes that the proposal does not align with the future land use map, but it does align with the General Plan, which discusses mixes of housing types and prices and placing more density near traffic corridors. He concluded by expressing a willingness to answer any questions the Commission or the public may have.

Jill Hipwell, 585 S. 3600 W., stated she was present during the last update to the General Plan, and she is aware of the level of concern regarding designating the subject property as commercial. However, that was the final decision for the property, and she encouraged the Commission to leave it that way. What is concerning to her is the increase in traffic on the roads running along the property if this many residences are built on the property. She asked why that level of traffic is acceptable for residential use, but not commercial as the applicant has suggested. She is also concerned that the applicant is asking to pay a reduced parks fee, which is allocated to the public parks district, in order to put more amenities into his project.

There were no additional persons appearing to be heard and the public hearing was closed at 5:20 p.m.

Chair Favero stated he shares some of Ms. Hipwell's concerns; he would not be opposed to some residential development as part of a form-based project, but he does not think the subject property is suitable for a standard residential development. Commissioner Edwards agreed and stated he has struggled with discussion about this project. He noted the Commission has had a few work sessions regarding this project and the information that has been presented tonight is much different than what he thought came out of those meetings. He would be willing to allow some housing, but he would prefer the majority of the property be commercial. He stated that there is a process to apply for a General Plan amendment, but he feels the applicant is trying to circumvent that process. He would not be willing to consider a reduction of the parks fee; the purpose of that fee is to provide for more open space in the community when an applicant is seeking approval of a denser project. He concluded he would support a motion to deny the application. Vice Chair Neville agreed with all the points made by Commissioner Edwards. Commissioner Wichern indicated she is not opposed to some residential development in the area of the subject property, but she feels the concept is too vague and the density is too great. She does not feel she has enough information to support a rezone application. Commissioner Andreotti agreed that the commercial land use designation for the property, as written in the General Plan, should be upheld. He feels that different types of commercial uses could locate on the property, such as a fast food restaurant or a car wash, both of which could serve the community.

Commissioner Edwards moved to forward a negative recommendation to the County Commission regarding application ZMA2024-12, rezone of approximately 23 acres, located on the southwest corner of the 4700 West and 1150 South intersection, from the C-1 (Neighborhood Commercial) zone to the R3-A (Single-Family Detached and Attached) zone, based on the finding that the application does not conform to the General Plan. Commissioner Andreotti seconded the motion. Commissioners Edwards, Favero, Andreotti, McCormick, Neville, and Wichern voted aye. Commissioner Clontz abstained from voting. (Motion carried on a vote of 6-0).

**2.2 ZMA2024-01: A public hearing regarding an application for a rezone and associated development agreement for the Westbridge Meadows development, a master planned community that will rezone approximately 1400 acres of property located within the area south of the Union Pacific Railroad between the Weber River and 7500 West. The zone(s) being proposed include a Master Planned Development Overlay Zone (MPDOZ), and a variety of Single-Family Dwelling (R1), Two-Family Dwelling (R2), and Multi-Family Dwelling (R3) zones, as well as the Form-Based Zone (FB (mixed uses)) and the open space zone (O-1). Staff Presenter: Charlie Ewert**

A staff memo from Principal Planner Ewert explained the proposed rezone involves a large 1400-acre site in Weber County, which is currently divided into 18 parcels and is zoned Agricultural A-3. The rezone proposal seeks to establish several zoning classifications to accommodate diverse residential densities, urban design principles, and various land uses. The proposal includes zones for single-family residential (R1-15, R1-12, R1-10, R1-5), two-family residential (R2), multi-family residential, as well as a Form-Based zone, open space (O-1), and a Master Planned Development Overlay Zone (MPDOZ).

Mr. Ewert then used the aid of a PowerPoint presentation to summarize staff's analysis of the application, including the following:

- Consistency with the General Plan;
- Compatibility with existing development;
- Impacts on adjacent properties;
- Adequacy of facilities and services;
- Environmental considerations; and
- Traffic mitigation.

He concluded After reviewing the proposal within the intended context of the Western Weber General Plan, it is staff's opinion that this rezone will significantly help advance the vision and goals of the plan. Staff is recommending approval of the rezone. This recommendation is offered with all considerations specified in the draft development agreement attached as Exhibit B. Staff's recommendation is offered with the following findings:

1. After the considerations listed in this report are applied through the attached development agreement, the proposal generally supports and is anticipated by the vision, goals, and objectives of the Western Weber General Plan.
2. The project is beneficial to the overall health, safety, and welfare of the community, as provided in detail in the Western Weber General Plan.
3. A negotiated development agreement is the most reliable way for both the county and the applicant to realize mutual benefit.

Chair Favero referenced the availability of water in the project area; the local provider has indicated there is sufficient water available, but the Commission does not know the basis of that information. He asked if that is a matter the Commission should consider as they are making a recommendation to the County Commission regarding the proposed zoning and master development agreement (MDA) for the project. Mr. Ewert indicated the State of Utah has required counties to be performing some water planning for the future, including working with water providers to develop a county-wide water plan. However, when it comes to a project like this, there is less clarity. If there is a long-standing concern about water issues in the project area or on the subject property, and the Commission does not want to offer entitlements that extend beyond the county's ability to understand those water issues, that is a valid position. The County is not in control of water in the area and the policy question is whether water should guide policy decisions. Vice Chair Neville stated that for a project area of this size, the County should consider every detail; it is his position that the Commission should carefully consider water concerns before making a recommendation. Commissioner Edwards agreed; Weber County's Land Use Code (LUC) has six different decision criteria for determining whether a rezone is merited, the fourth being "the adequacy of facilities and services intended to serve the subject property..". For most developments, he is comfortable allowing the water provider to communicate if there is sufficient water. He noted that state's indoor water use estimate per unit is .35-acre feet per year, which equates to 4,620-acre feet; Causey Reservoir has a capacity of holding 7,870-acre feet. The proposed project has the potential to have 13,200 housing units, meaning that this project alone would need half of the available water in Causey Reservoir each year. He stated that only addresses indoor use and outdoor water use is another issue. He emphasized that water availability is a big issue for this project. He then discussed other development in the western part of Weber County; there is roughly 7,000-acre feet of water needed for paper lots or proposals and the County has no control over the availability of water. He wants to know if the applicant has access to water for the project; much of the property included in the project area does not have water rights that can be utilized. He acknowledged the letter provided by West Warren Water indicating the developer has spoken with them about their proposal, but those discussions took place in March of 2024 and there have been many changes to the proposal since that time. West Warren Water currently has about 500 connections at the present time and this project will result in an additional 13,000 connections and he feels much more discussion is needed about the adequacy of facilities to serve the property.

Chair Favero then invited the applicant to provide input.

Jeff Meads stated he is present tonight with Kameron Spencer and Brandon Green and they represent a joint venture between Fenex Development and Flagship Homes; he acknowledged there is a lot to digest with a project of this size and his main goal is to respond to the questions about 'why this development' and 'why at this location'. He discussed the complexity and size of the project and highlighted many of the issues that Mr. Ewert already addressed regarding the current layout and condition of the subject property; it is rare to find this much property vacant and underused and he sees that as an opportunity, specifically in terms of the impacts of development. He acknowledged the significant amount of growth planned for the area but noted that it is anticipated to take up to 40 years for all growth to occur. With the amount of additional planning and engineering that must be

done on the project, he does not believe it will even be possible to break ground for three to five years. Tonight, he wished to address concerns that have been raised by Planning staff, the Planning Commission, and the public; first he discussed water and stated he met with Weber Basin Water Conservancy District (WBWCD) last July to ensure he could secure sufficient water rights to serve the area over the life of the project. West Warren Water will be WBWCD's client in this endeavor, but he was assured verbally that ongoing collaboration would result in his ability to secure sufficient water rights. Delivery of the water will be handled by West Warren Water and much more engineering and studying is needed to ensure that is possible. There are also concerns about sewer infrastructure and service and he is still working with Little Mountain Sewer to firm up the relationship to ensure service can be provided to the area. He added the property is virtually landlocked and he has worked tirelessly with Planning staff on appropriate accessibility and transportation infrastructure. The diagrams provided by Mr. Ewert are a result of those efforts and a robust traffic study that was conducted for the proposal. He added his team wants to be good neighbors to Ogden Bay and will continue to strengthen the relationship with the entity that manages that area. Parks and trails are also a priority, and this is a generational opportunity to add and incorporate a great deal of open space improvement in the County's system; this will be his largest endeavor in terms of the sheer miles of trails and acreage for parks. His team will dedicate 90 acres for public parks as well as an additional 160 acres for smaller parks, trail systems, and open space preservation. This is monumental for his team. He has met with the School District to help to address the impact this project could have on them; they have provided a letter today acknowledging the development and the ongoing spirit of collaboration. He also addressed environmental issues and expressed a commitment to work in concert with the Federal Emergency Management Agency (FEMA) on wetlands and other matters that may arise on the property. He noted there are many challenges, but it is important to avoid paralysis as a result; he has been collaborating with Weber County for over three years and participated in the General Plan process, which he found to be productive and positive. After the General Plan update was completed, he made application to Weber County for this specific project almost 18 months ago. What has transpired since that application was made is continued productive collaboration with County staff, special service districts, and the public. He continues to seek revisions to the County's zoning code to better deliver on the General Plan. He is committed to continuing to work with all stakeholders; he does not have all the answers, but he does know how to move forward and continues working towards the end goal for the project. He wishes to continue with his significant investment in Weber County and he believes this project has captured the spirit of what Utah stands for – pioneering and family. This is a once in a generation opportunity to create a community where attainability can meet legacy and every stage in between to live, play, worship, learn, and thrive for generations to come. It is hard to accomplish that kind of vision 20 acres at a time, but the scale of this project will make it easier to accomplish.

The Commission engaged in discussion with Mr. Mead regarding the topic if a wetland analysis for the property; and ownership of the property and/or letters of acknowledgement from current owners agreeing to the rezone.

The public hearing was opened at 6:23 p.m.

R. Jeffery Hicks, 6680 S. 475 E., South Weber, stated he represents the Utah Airboat Association. He noted the 'Emerald Necklace' concept along the Weber River shows so much insight; those charged with stewardship of the land in the past have failed to protect these types of corridors and the developer and planners have shown foresight in doing that. He would urge the County to prevent any future developments from infringing on the River corridor any further. A 100-foot preservation area is not sufficient, and he suggested a much greater width to help avoid flooding of the area and to protect the wildlife that lives along the River. He also encouraged appropriate buffering against the bird refuge property further to the west; the public uses that area regularly and it is not appropriate to infringe on that public land.

Tony Kent, 3987 S. 2200 W., Roy, stated there was a mistake in Mr. Ewert's presentation relative to wetlands being dedicated by the United States Fish and Wildlife Service; that is not true as wetlands can only be dedicated by the Army Corps of Engineers through a United States Geological Survey. They must follow maps and not the advice or statement of a landowner. There are likely 750 to 1,000 acres of wetlands in the project area that must be mitigated at a one-to-one ratio, and this will inevitably increase the cost of the project. He also discussed buffer areas and noted that what is being proposed by the applicant would allow encroachment of development further into the River corridor and this is problematic. He noted the applicant's materials have indicated that additional stormwater runoff will be good for the Ogden Bay, but this is only true if the water is clean and that will not be the case for this additional stormwater. It will contain oil, fertilizer, grass, and other materials and it would be necessary for the developer to install a cleaning cell in order for the water to drain directly into the Ogden Bay. The proposed bridge that will connect the project area to 2500 South would cut directly through the Ogden Bay Waterfowl Management Area (WMA) and this will reduce the ability of the public to hunt that area. This will be very concerning for hunters in the area.

Brody Heslop, 2853 S. 3925 W., Taylor, also expressed concern about the wetlands in the area. There are only about five people in this room that can accurately communicate the actual amount of wetlands in the area, even better than the Army Corps of Engineers. He has lived on the property and along the Weber River his entire life and most of the land is wet. He added another exit for the Weber River is needed to avoid flood risk for development along the River. He addressed Mr. Mead and stated that he may have spoken with the Planning staff and special service districts, but he nor his partners have engaged with all property owners and those that will be affected by this proposal. The residents have a lot of concerns and the lack of communication with the developers cause him to oppose the proposal. He is very concerned about water availability for the project area and until the applicant can ensure there is sufficient water or a new reservoir to support the project, the deal should be off.

Mark Wayment, 4852 W. 5100 S., Hooper, stated his sentiments are the same as Mr. Heslop's; there are many issues and impacts that have not been adequately addressed and it is important to pay attention to the sentiments and feedback from those that have lived in and on the property for decades. He cares deeply about protecting the wildlife resources in the area and the applicant's proposal is contrary to those efforts. He asked the Commission to consider how big of an impact this project can have on the community before making a decision.

Casey Snyder, 10802 S. Highway 165, Paradise, stated he is representing Ducks Unlimited, which is a national organization dedicated to the promotion and protection of waterfowl. There are 6,000 Ducks Unlimited members in Utah and 600,000 nationally. The Commission has received a letter from the Division of Wildlife Resources dated March 7; that letter outlines the concerns of the many stakeholders in the County and the State. He stated that at one point in the discussions between the applicants and the State of Utah, there was some indication they would be willing to accept and honor a 600-foot setback from the WMA at Ogden Bay, in order to allow for continued hunting access at the WMA. There is still a need for other buffering in the project area and he asked the Commission to consider those issues before making a decision.

Mark Tobias, 144 W. 4175 N., Pleasant View, stated he has heard the applicant describe the project area as 'vacant', but he would submit that there is something happening in the area – it is a longstanding waterfowl migratory area and is a precious resource in the State of Utah. When he heard of the potential for 13,000 dwellings, that sounds like 'parking a town on the front lawn of the WMA'. This is a seismic development and it not be rewarding for hunters to continue to recreate at the WMA when there are houses just 600 feet away. He sees the potential for a lot of public concern about the proximity of the project to the WMA. He added Utah is unique in its amount of public hunting access and that must be protected to the greatest extent possible because it is one of the things that makes Utah great to live in. If that is lost, Utah will become 'just another place'.

Steven Davis, 1688 S. 7500 W., West Warren, stated that he is most concerned about water; he is a member of the Board for the West Warren Water District and one of the contingencies associated with their letter is that water must be available. He referenced the size of the project and noted the ability of a developer to get water rights at this time is very difficult; additionally, connection costs and impact fees continue to increase. This is an issue not only for this project, but for all other development projects in the western area of the County. Availability of sewer service is also a critical issue that must be dealt with.

Colton Strong, 776 3<sup>rd</sup> Street, Ogden, stated he shares many of the concerns that have already been raised; he referenced the applicant's comments about the property being vacant, but only someone who does not visit the property frequently would think that. He stated he is in the area on a regular basis and has seen wildlife living on the property and it is difficult to put a value on public land, its resources, and the wildlife habitat. He also echoed concerns about stormwater draining to waterways and the WMA. He is hopeful it is possible to preserve natural resources for future generations to come.

Jim Sheer, 2058 N. 3900 W, Plain City, stated the applicant did a good job on his presentation, but ultimately the developers are working on this type of project to make money. There are many challenges with the property, including wetlands, destroying wildlife habitats, and the availability of services. If this project moves forward, he would beg the developer to leave the wetlands untouched or to provide sufficient open space to provide meaningful access to the area in the future.

David Lewis, 5728 S. 1475 E., Ogden, stated he is the president of the Northern Wasatch Home Builders Association, and he is also representing Adam Speth, the Government Affairs Chair of the Northern Wasatch Association of Realtors. He encouraged the Commission to do whatever they can to remove barriers to home ownership and increase opportunities for people to purchase a home. He believes this project will bring much need housing to this area of the State of Utah and he urged the Commission to do everything they can to help reduce fees or financial restrictions that prevent people from owning home. One County fee in particular is referred to as a 'donation' and he asked that be brought within the bound of laws specifically designed to help protect homebuyers. He thanked the Planning Commission for their service and consideration tonight.

Dale Penrod, 6755 W. 900 S., addressed the proposal to rezone property owned by his trust; at this point in time there is no access to the property, nor is there sewer, water, or power service to the property. The owner of the property is opposed to this change at this time. Years will pass before the developer is in need of developing his and surrounding properties and maintaining the current agricultural zoning of his property will not impede the development.

Braden Mitchell, 3506 S. 575 W., Riverdale, stated he has researched the guiding principles for the Planning Commission when considering this type of application; he read from the Land Use Code and General Plan regarding the community character and vision. The Commission is facing a very difficult decision tonight given the size and scale of the proposed project; adding the proposed density to the area would essentially make it the second largest city in the County. Putting the Commission on the spot to approve a project that will not come to fruition for 30 to 40 years is unconscionable. He has dealt with water issues and has never seen the amount of water needed to serve this property come available. He feels the Commission has adequate grounds to stand on to recommend denial of the application.

Lori Fielding, 6529 W. 900 S., stated the proposed development will be directly below her home and she does not want to look out her back door to see the type of growth that is being proposed. She also agreed with the comments that have been made about the scarcity of water and inadequate sewer infrastructure to serve the project. She is also concerned about the wildlife and emphasized that this is not the kind of development existing residents want.

Jill Hipwell, 585 W. 3600 S., asked if there is way for the Commission to place conditions on the property to ensure that it will revert to its previous zoning if the project falls through.

Chuck Harsin, 983 W. 2150 S., West Haven, stated he is a longtime waterfowler with the Airboat Association and the Utah Waterfowl Association; a development of this size in the area that has been selected is concerning. There are thousands of ducks and geese the nest in the area, mule deer, coyotes, and much more wildlife. It is a 'gem' in the region, and he has been hunting there for 30 years with his son. Besides the magnitude of the development, one thing that is very concerning is the small setback between the project area and the WMA; it is important to require appropriate distances between structures and the WMA and the Weber River so that people can still hunt in the area. He is strongly opposed to the development of as a whole because it is necessary to maintain some open and natural spaces. Development is important, but this is not the spot for it.

Brent Davis, 7406 W. 900 S., stated he is a small farmer, and these are the types of projects that are pushing farmers out; the area has always been farmland, and he has worked it for four generations. He would like to be able to keep operating in the area.

There were no additional persons appearing to be heard and the public hearing was closed at 6:57 p.m.

Commissioners engaged in discussion and debate regarding the points raised during the public hearing; the discussion centered on the size of the project area and the potential impacts on the wildlife habitats on the property; access and transportation improvements; availability of water and sewer services; compatibility with the General Plan; the short period of time the Commission has had to review the draft development agreement; landowner rights; phasing of the project in the future and the amount of time it will take to reach buildout; the presence of wetlands along the Weber River; the different types of housing to be included in the project if it is approved; the need for more housing in the area in the future; and open space and recreational improvements included in the project plan.

Commissioner Edwards moved to forward a negative recommendation to the County Commission regarding application ZMA2024-01, rezone and associated development agreement for the Westbridge Meadows development, a master planned community that will rezone approximately 1400 acres of property located within the area south of the Union Pacific Railroad between the Weber River and 7500 West. The zone(s) being proposed include a Master Planned Development Overlay Zone (MPDOZ), and a variety of Single-Family Dwelling (R1), Two-Family Dwelling (R2), and Multi-Family Dwelling (R3) zones, as well as the Form-Based Zone (FB (mixed uses)) and the open space zone (O-1). Findings for the motion include all the points of concerns that have been raised during the public hearing and the lack of sufficient information to support a recommendation of approval. Commissioner Wichern seconded the motion. Commissioners Edwards voted aye. Commissioners Clontz, Wichern, Neville, Andreotti, McCormick, and Favero voted nay. (Motion failed on a vote of 6-1).

Vice Chair Neville stated he voted in opposition of recommending denial of the application because he wants to provide the applicant time to work on the application responsive to the public concerns that have been raised tonight.

Commissioner Wichern moved to table application ZMA2024-01, rezone and associated development agreement for the Westbridge Meadows development, a master planned community that will rezone approximately 1400 acres of property located within the area south of the Union Pacific Railroad between the Weber River and 7500 West. The zone(s) being proposed include a Master Planned Development Overlay Zone (MPDOZ), and a variety of Single-Family Dwelling (R1), Two-Family Dwelling (R2), and Multi-Family Dwelling (R3) zones, as well as the Form-Based Zone (FB (mixed uses)) and the open space zone (O-1). Commissioner Clontz seconded the motion. Commissioners Clontz, Wichern, Neville, Andreotti, McCormick, and Favero voted aye. Commissioner Edwards voted nay. (Motion carried on a vote of 6-1).

Chair Favero called for a ten-minute recess at 7:19 p.m.

The meeting resumed at 7:29 p.m.

**2.3 ZMA2025-01: A public hearing regarding an application to rezone 31.4 acres of land generally known as the Bitton Dee rezone, located at approximately 601 South 3600 West, from the A-1 zone to the R1-15 zone. Presenter, Felix Lleverino**

Planner Lleverino explained the applicant's proposal is to rezone the 31.4 acres that are currently vacant with agricultural crop farming. The change in zoning from Agricultural A-1 to the R1-15 would allow for a system of public roads and pathways connecting 4100 West Street to 3600 West Streets thereby resulting in a street block measuring 600' to 1500'. This rezoning, if approved, is recommended to be accompanied by a development agreement. Through this development agreement, the county can capture additional considerations unique to the property. The change in zoning will apply to the entire 31.4-acre parcel and the standards in the development agreement will apply to all lots within the rezoning boundary. In a work session with the planning commission that took place on February 11, 2025, the planning commission was ready to schedule this proposal for a public hearing where they will consider a recommendation to the County Commission. After an evaluation by the staff, to determine applicability with the General Plan, it is staff's recommendation that the planning commission forward a positive recommendation with additional standards included with the development agreement. Particularly that the necessary shoulder improvements to 4100 West Street are completed with the development. Staff is recommending approval of the rezoning.

Mr. Lleverino then used the aid of a PowerPoint presentation to summarize staff's analysis including the following:

- Consistency with the General Plan;
- Compatibility with existing development;
- Impacts on adjacent properties;
- Adequacy of facilities and services;
- Environmental considerations; and
- Traffic mitigation.

He concluded that after reviewing the proposal within the intended context of the Western Weber General Plan, it is staff's opinion that this rezoning will help advance the vision and goals of the plan. Staff is recommending approval of the rezoning. This recommendation is offered with the following considerations, which are intended to be incorporated into a zoning development agreement:

1. The standards from the development agreement are included with this recommendation.
2. The proposed street and pathway layout illustrated in the concept plan is sufficient to meet the connectivity standards of the county code.
3. To provide pedestrian access to the West Weber Elementary School and a church, street improvements, as directed by the County Engineer and by the development agreement, are made to 4100 West.

Staff's recommendation is offered with the following findings:

1. After the considerations listed in this recommendation are applied through a development agreement, the proposal generally supports and is anticipated by the vision, goals, and objectives of the Western Weber General Plan.
2. The project is beneficial to the overall health, safety, and welfare of the community, as provided in detail in the Western Weber General Plan.
3. A negotiated development agreement is the most reliable way for both the county and the applicant to realize mutual benefit.

Chair Favero asked if there is any new information from Engineering regarding improving 4100 West from the northern boundary of this subdivision going south to 900 South. Mr. Lleverino stated he has not had a chance to speak with Engineering about that issue.

Commissioner Edwards stated he is supportive of the template of the development agreement, but there are a few things that need to be added, including the area of the property being part of the Western Weber General Plan area, a 10-year time frame for the development agreement, language regarding 4100 West, and reference of the number of units that can be included in the project. He stated based on that information missing from the development agreement, he does not believe the application is complete to the point that the Commission can make a recommendation on it.

Chair Favero invited input from the applicant; the applicant indicated he did not have anything to add to Mr. Lleverino's report.

The public hearing was opened at 7:35 p.m.

Dale McLean, 721 S. 4100 W., stated the first time he heard of this application was last week when he received a postcard in the mail that showed a subdivision that he was not aware of. It is very inconsiderate of developers and the County to not inform residents who live in the area and who stand to be impacted the most as a result of demands placed on infrastructure that is inadequate to support new growth. The ingress onto 4100 West is problematic because headlights of cars using that ingress will shine directly into his home. This may be insignificant to the developer, but he asked the Commission to think how they would feel in his situation. He chose to build his home in that location because there were no roads across the street from it; he could have built elsewhere if he had known of the potential for the new connection. He stated that when he moved to the area, the minimum lot size requirement was a full acre and that has only reduced over the past several years. He is disappointed that no other landowners in the area were informed of this proposal. He is concerned about the potential cost to residents who live along 4100 West.

There were no additional persons appearing to be heard and the public hearing was closed at 7:38 p.m.

Commissioner Edwards stated several members of the public have asked for the County to require applicants to post signs on a subject property when it is part of a development application; he asked what it would take to make that happen in order to improve noticing to residents and other property owners.

Chair Favero stated that he would also like more information about the connection to 4100 West; he also addressed Mr. McLean and stated he feels his pain because his mother's house is in a location where a new road was recently constructed and headlights shine in her home every night.

Commissioner Edwards reiterated he does not feel the Commission has enough information to make a decision on this application tonight. Vice Chair Neville stated he feels it would be appropriate to hear from the applicant before making a motion to table the application.

Pat Burns stated he has tried to meet with property owners surrounding the subject property but acknowledged he has not met with everyone in the area. He addressed Commissioner Edwards and stated he is not sure what is missing from the development agreement, and it was his understanding that it could still be finalized at a later date. Commissioner Edwards indicated the Commission has only been provided with a draft and there are at least four things missing from the document. The Commission is required to make a recommendation to the legislative body regarding the development agreement and he does not feel he can do that if the agreement is not complete.

Vice Chair Neville asked Mr. Burns if he has information regarding the transportation improvements. Mr. Burns highlighted the point to which he plans to construct roads that are needed for his development; he has not considered extensions to serve existing homes.

Commissioner Edwards moved to table application ZMA2025-01. rezone 31.4 acres of land generally known as the Bitton Dee rezone, located at approximately 601 South 3600 West, from the A-1 zone to the R1-15 zone, based on the finding that the development agreement associated with the rezone is incomplete. Vice Chair Neville seconded the motion. Commissioners Edwards, Favero, Andreotti, Clontz, McCormick, Neville, and Wichern voted aye. (Motion carried on a vote of 7-0).

Mr. Burns asked if there is anything else he needs to do besides complete the sections of the development agreement mentioned by Commissioner Edwards. Chair Favero answered no.

### **3. Public Comment for Items not on the Agenda:**

Pat Burns stated he regularly attends Planning Commission meetings for many different entities and he finds the Western Weber County Planning Commission to be very thoughtful and professional in their deliberations.

Dale McLean stated he has another property in Weber County that could be impacted by future development and he would like to know how to find information on any future plans for the area. Planning Director Grover asked Mr. McLean to leave his contact information in order for him to reach out and discuss his concerns with him.

### **4. Remarks from Planning Commissioners:**

Commissioner Edwards clarified that the Planning Commissioner does not encourage or solicit development; accusing the Planning staff or Commission of doing a poor job of communicating because an adjacent property owner did not inform them that they were selling their property to a developer is unfair. The Commission has a thankless job and they are only dealing with applications as they are presented. He then stated that he is not opposed to development or property rights, but he wants to carefully consider the overall impact a project like the Westbridge development can have on the community. He does not think it is a bad project, but it is important to consider if the time is right for that project; the applicant has indicated it is a 30-50 year project, but there is another similar project that has been proposed for the area. The County has already changed so much over the past five to ten years and it is difficult for him to comprehend a development agreement that could extend 30 to 50 years. Chair Favero agreed that things are constantly changing; there is an orderliness that must happen in terms of planning to ensure the correct timing and cohesiveness of future development. The County must look for options for creating housing opportunities for future generations of the County while also reducing waste at the same time. This dialogue led to high level philosophical discussion and debate among the Commission regarding the importance of being objective and forward thinking when dealing with planning proposals for this area of Weber County.

### **5. Planning Director Report:**

Planning Director Grover complimented the Commission on the way they handled the public hearings on tonight's agenda. He then provided information regarding upcoming training opportunities for the Commission.

### **6. Remarks from Legal Counsel**

There were no remarks from Legal Counsel.

The work session adjourned at 8:14 p.m.

**Respectfully Submitted,**

*Cassie Brown*

**Weber County Planning Commission**



# Staff Report to the Western Weber Planning Commission

Weber County Planning Division

## Synopsis

### Application Information

<b>Application Request:</b>	Consideration and action on a request for preliminary subdivision approval of the Winston Park Subdivision Phases 2, 3. A proposal to redevelop the open space parcel with 53 single family lots.
<b>Type of Decision:</b>	Administrative
<b>Agenda Date:</b>	Tuesday, April 22, 2025
<b>Applicant:</b>	Wade Rumsey
<b>File Number:</b>	LVW022025

### Property Information

<b>Approximate Address:</b>	3701 West 1800 South
<b>Project Area:</b>	16.78 acres
<b>Zoning:</b>	R1-15
<b>Existing Land Use:</b>	Residential
<b>Proposed Land Use:</b>	Residential
<b>Parcel ID:</b>	15-796-0055, 15-796-0056
<b>Township, Range, Section:</b>	Township 6 North, Range 2 West, Section 28

### Adjacent Land Use

<b>North:</b>	Residential	<b>South:</b>	Agricultural
<b>East:</b>	Residential	<b>West:</b>	Residential

### Staff Information

<b>Report Presenter:</b>	<b>Felix Lleverino</b> flleverino@co.weber.ut.us 801-399-8766
<b>Report Reviewer:</b>	TA

## Applicable Ordinances

- Title 104, Zones, Chapter 12, Residential (R1-15) Zone
- Title 106, Subdivisions

## Development History

- The Winston Park Phase 1 PRUD was recorded on July 12, 2022.
- The Weber County Commission approved a rezone of the Winston Park Development on August 20, 2024. The rezone facilitated development of the Winston Park PRUD open space. The associated development agreement is included with this report under Exhibit C.

## Background

This is a request for preliminary approval of the Winston Park Subdivision, phases 2 and 3 from the Western Weber Planning Commission. The development plan subdivides a 16.78 acre parcel into 12 duplexes and 29 single-family dwelling lots. The streets throughout the single-family development will be made public complete with curb, gutter, sidewalk, and street trees.

Two of the lots within phase one are being amended and added to phase three because Chalgrove Road is now connected through what used to be a cul-de sac in phase one.

The proposal has been reviewed against the zoning development agreement, the current subdivision ordinance, and the standards in the R1-15 zone. As part of the preliminary plan requirements and approval procedure, the preliminary plan must be presented to the Planning Commission for their recommendation. The following is staff's evaluation of the request.

## Analysis

General Plan: The proposal conforms to the Western Weber General Plan by creating a wider variety of housing types within a residential development that implements smart growth principles.

Zoning: The subject property is located in the Residential (R1-15) Zone.

The purpose of the Residential (R1-15) zone is identified in the LUC-§ 104-12-1 as:

*The purpose of the R1 zone is to provide regulated areas for Single-Family Dwelling uses at four different low-to-medium density levels. The R1 zone includes the R1-15, R1-12, R1-10, and R1-5 zones. Any R-1-12 and R-1-10 zones shown on the zoning map or elsewhere in the Land Use Code are references to the R1-12 and R1-10 zones, respectively.*

Phase two single-family lots range in size from 9,600 SF to 17,737 SF, and phase 3 patio home lots range in size from 3,700 SF to 6,100 SF. The maximum density is 116 dwelling units calculated from the total acreage across all phases, which amounts 40.152 acres. After deducting the number of platted lots within phase 1 (54-lots), the remaining maximum number of lots totals 62. The total number of lots shown on the preliminary plan for phases 2 and 3 total 53.

Culinary water: The Taylor West Weber Water District will provide culinary water to the Winston Park Subdivision Phases two and three. The preliminary letter contains many conditions that must be satisfied before the district will provide water. The county staff will advance this proposal for final subdivision approval when the district provides a final will-serve letter. The planning staff has added a condition of approval that the developer obtain a final will-serve letter before the Planning Director grants final approval.

Pressurized Irrigation water: The Hooper Irrigation Company will provide all of the lots and units within the Winston Park Subdivision Phases two and three with pressurized irrigation water intended for outdoor watering.

The preliminary will-serve letter from the District has listed 20 conditions that need to be satisfied before obtaining a final will-serve letter, see Exhibit C.

Sanitary Sewage Services: Central Weber Sewer District will serve the sanitary sewer treatment services to the Winston Park Development. Annexation into the District is complete. The District letter contains several comments that are expected to be completed before or at the time of service (see Exhibit D).

Geotechnical Study: A geotechnical study prepared by AGEC Applied GeoTech, dated September 29, 2016 is included with this proposal. However, since there was fill imported, the County Engineering Department and the Building Official recommend that a geotechnical study be conducted to determine that each building site is suitable for construction. Therefore, the developer is required to include a geotechnical study for the home-site area and roadway areas.

Additional Standards and Development Agreement:

The subdivision lot adjustment for lots 108 and 109 of phase 1 must be recorded before phases two and three. The developer will need to coordinate with the neighboring developer for the installation of the pathway connection.

Landscaping, energy efficiency and outdoor lighting shall be verified before the certificate of occupancy by the Planning Division.

The developer agrees to contribute toward the parks and open space of the Taylor West Weber Parks District, \$7,500 per lot within the project. This shall be remitted to the park district before recording a subdivision plat.

Review the development agreement in Exhibit C for more details into the subdivision standards.

Review Agencies: The subdivision application will be required to comply with all review agency requirements. Planning and Engineering have listed preliminary comments that have largely been addressed. The County Surveyor's office will post review comments to the final plat. The Weber Fire District has approved following the depiction of fire hydrants and access.

## Staff Recommendation

Staff recommends preliminary approval of Winston Park Subdivision Phases two and three, consisting of 53 single-family lots. This recommendation is based on all review agency requirements and the following conditions:

1. Taylor West Weber Water District shall provide a capacity assessment letter or a final will-serve letter before final approval from the Planning Division
2. Hooper Irrigation shall provide a capacity assessment letter or final will-serve letter before final recommendation from the Planning Division.
3. Proof of satisfactory contribution towards parks and open space is required before each phase is recorded.
4. The civil drawings shall include a landscape plan that shows the landscape materials and the method of irrigation for the parking strips and the detention basins.
5. Developer is required to show compliance with the recorded development agreement.
6. The developer is required to include a geotechnical study for the home-site areas and roadway areas to be reviewed with the construction drawings prior to recording the final plat.
7. The civil drawings shall comply with all Weber County Engineering requirements.

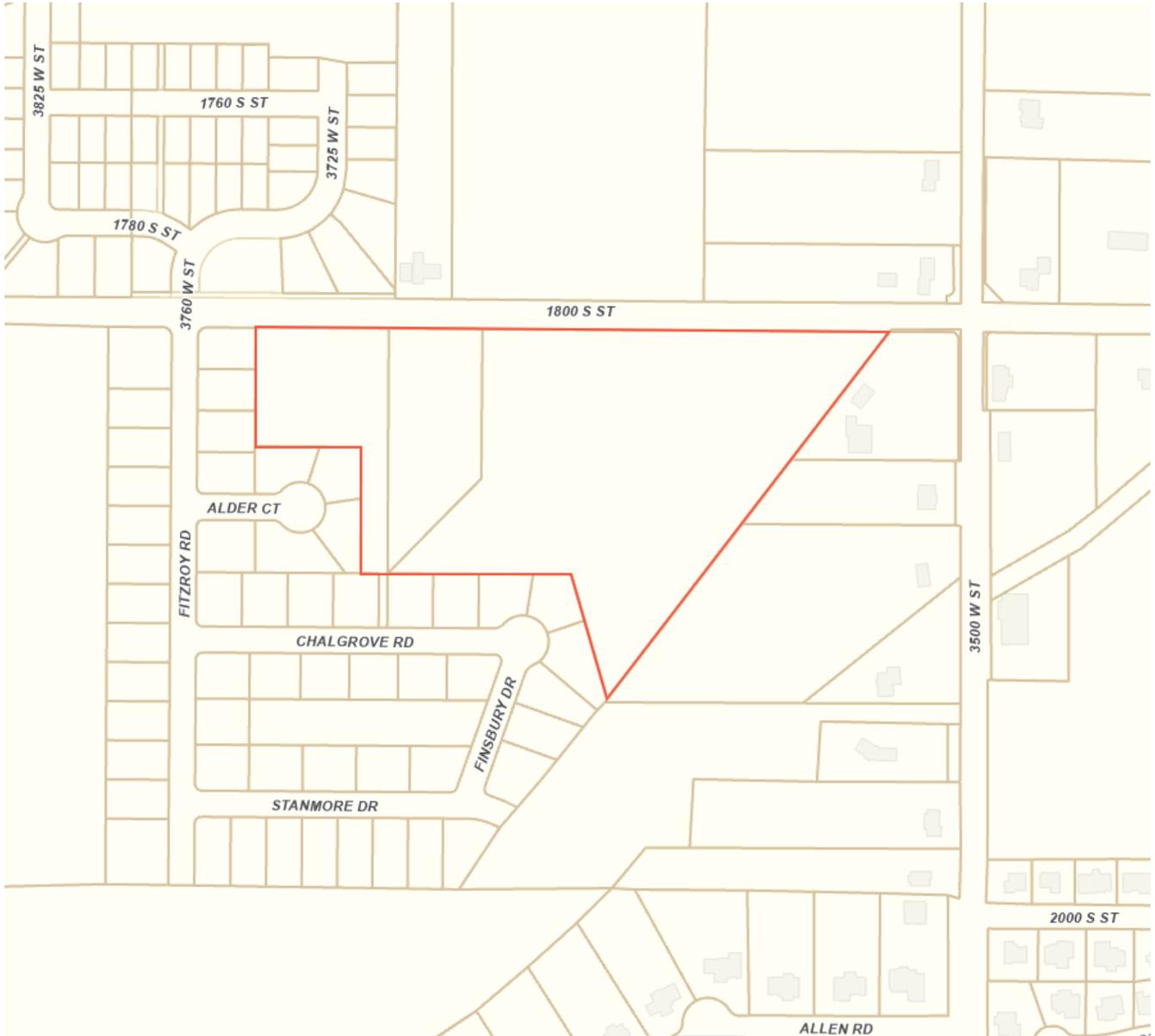
The following findings are the basis for the staff recommendation:

1. Winston Park Phases 2 and 3 conforms to the West Central Weber County General Plan.
2. The lot area and width design are compatible with the concept plan and development agreement.
3. The proposal will not be detrimental to public health, safety, or welfare.
4. The proposal will not deteriorate the environment of the general area to negatively impact surrounding properties and uses.

## Exhibits

- A. Proposed preliminary plan
- B. Improvement drawings, including the landscape plan
- C. Development Agreement (select pages)
- D. Will serve letters

# Area Map





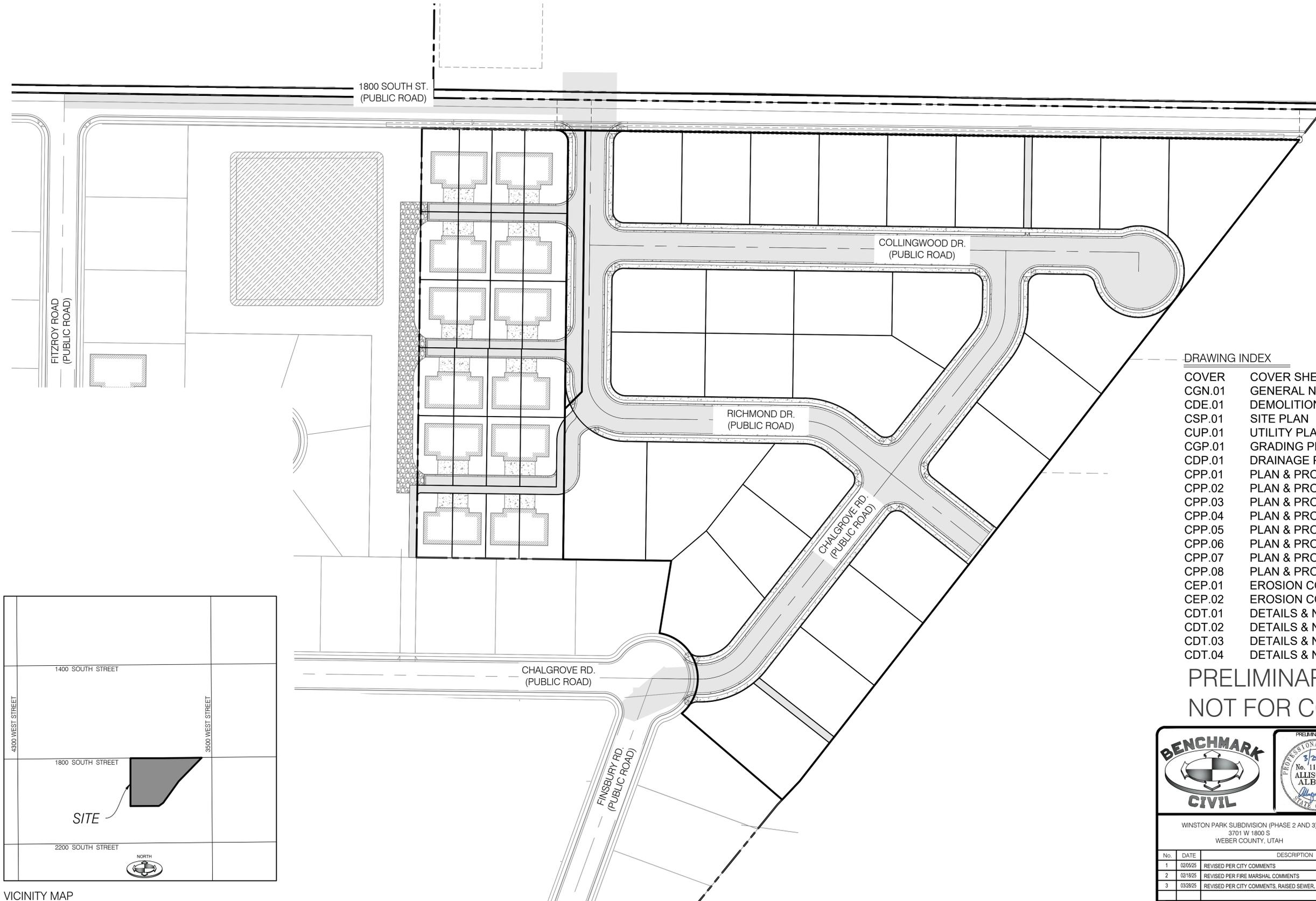
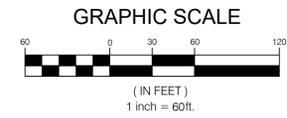
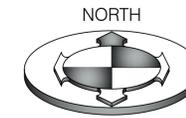
# WINSTON PARK SUBDIVISION (PHASE 2 AND 3)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21,  
AND THE NORTHEAST QUARTER OF SECTION 28,  
TOWNSHIP 6 NORTH, RANGE 2 WEST, S.L.B. & M.  
OGDEN CITY, WEBER COUNTY, UTAH

3701 W 1800 S WEBER COUNTY, UTAH

**Exhibit B**

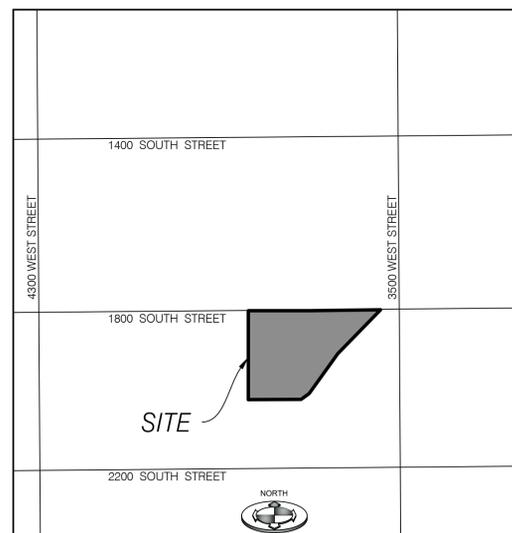
OWNER/DEVELOPER: IGOR MAKSYMIW  
EMAIL: IGORMAKSYMIW@AOL.COM



**DRAWING INDEX**

COVER	COVER SHEET
CGN.01	GENERAL NOTES, LEGEND & ABBREVIATION
CDE.01	DEMOLITION PLAN
CSP.01	SITE PLAN
CUP.01	UTILITY PLAN
CGP.01	GRADING PLAN
CDP.01	DRAINAGE PLAN
CPP.01	PLAN & PROFILE PLAN
CPP.02	PLAN & PROFILE PLAN
CPP.03	PLAN & PROFILE PLAN
CPP.04	PLAN & PROFILE PLAN
CPP.05	PLAN & PROFILE PLAN
CPP.06	PLAN & PROFILE PLAN
CPP.07	PLAN & PROFILE PLAN
CPP.08	PLAN & PROFILE PLAN
CEP.01	EROSION CONTROL PLAN
CEP.02	EROSION CONTROL DETAILS
CDT.01	DETAILS & NOTES
CDT.02	DETAILS & NOTES
CDT.03	DETAILS & NOTES
CDT.04	DETAILS & NOTES

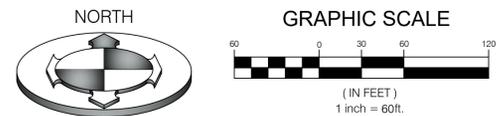
**PRELIMINARY CIVIL PLANS  
NOT FOR CONSTRUCTION**



VICINITY MAP  
N.T.S

		<b>BENCHMARK ENGINEERING &amp; LAND SURVEYING</b> 9138 SOUTH STATE STREET SUITE # 100 SANDY, UTAH 84070 (801) 542-7192 www.benchmarkcivil.com													
		WINSTON PARK SUBDIVISION (PHASE 2 AND 3) 3701 W 1800 S WEBER COUNTY, UTAH	DRAFT: AD DESIGN: JHG CHECK: AGA DATE: 06/27/2024	PROJECT NO.: 2006142											
<table border="1"> <thead> <tr> <th>No.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>02/05/25</td> <td>REVISED PER CITY COMMENTS</td> </tr> <tr> <td>2</td> <td>02/18/25</td> <td>REVISED PER FIRE MARSHAL COMMENTS</td> </tr> <tr> <td>3</td> <td>03/28/25</td> <td>REVISED PER CITY COMMENTS, RAISED SEWER, REVISED STORM.</td> </tr> </tbody> </table>			No.	DATE	DESCRIPTION	1	02/05/25	REVISED PER CITY COMMENTS	2	02/18/25	REVISED PER FIRE MARSHAL COMMENTS	3	03/28/25	REVISED PER CITY COMMENTS, RAISED SEWER, REVISED STORM.	COVER  1 OF 22
No.	DATE	DESCRIPTION													
1	02/05/25	REVISED PER CITY COMMENTS													
2	02/18/25	REVISED PER FIRE MARSHAL COMMENTS													
3	03/28/25	REVISED PER CITY COMMENTS, RAISED SEWER, REVISED STORM.													





CONSTRUCTION KEY NOTE REFERENCE		
NO.	DESCRIPTION	DETAIL
1	ASPHALT PAVEMENT PER APWA STDS	1/CDT.01
2	CONCRETE CURB AND GUTTER PER WEBER COUNTY STDS	3/CDT.01
3	ADA RAMP PER APWA #235.1 WITH GRAY CAST-IN-PLACE TRUNCATED DOMES	
4	TYPE B' DRIVE APPROACH PER WEBER COUNTY PUBLIC STDS	3/CDT.01
5	6" SIDEWALK PER WEBER COUNTY STDS	3/CDT.01
6	MOUNTABLE CURB & GUTTER PER APWA #205	
7	NEW CONCRETE OR BLOCK WALL	
8	SAWCUT PER WEBER COUNTY STDS	
9	ADA RAMP PER APWA #235.1	
10	TRANSITION CURB & GUTTER	
11	10' WIDE WALKING PATH (ASPHALT OR CONCRETE)	2/CDT.01
12	CONCRETE RETAINING WALL	1/CSP.01
13	EMERGENCY ACCESS GRAVEL DRIVEWAY	6/CDT.01

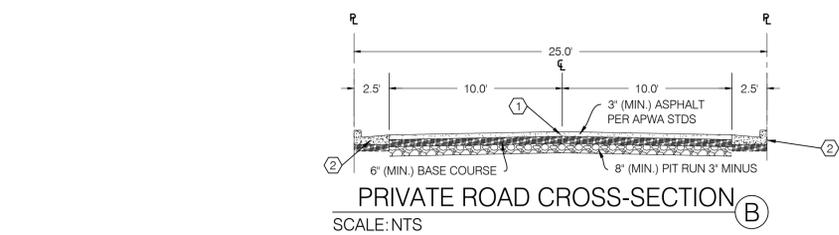
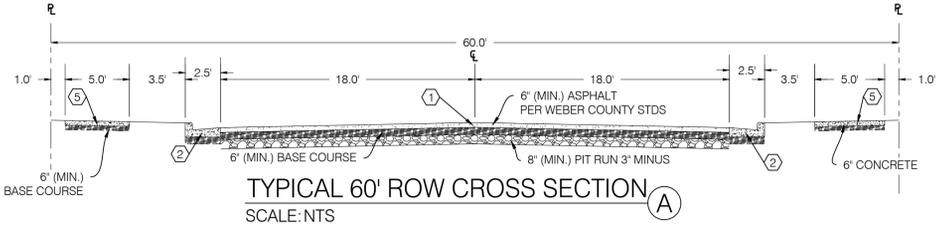
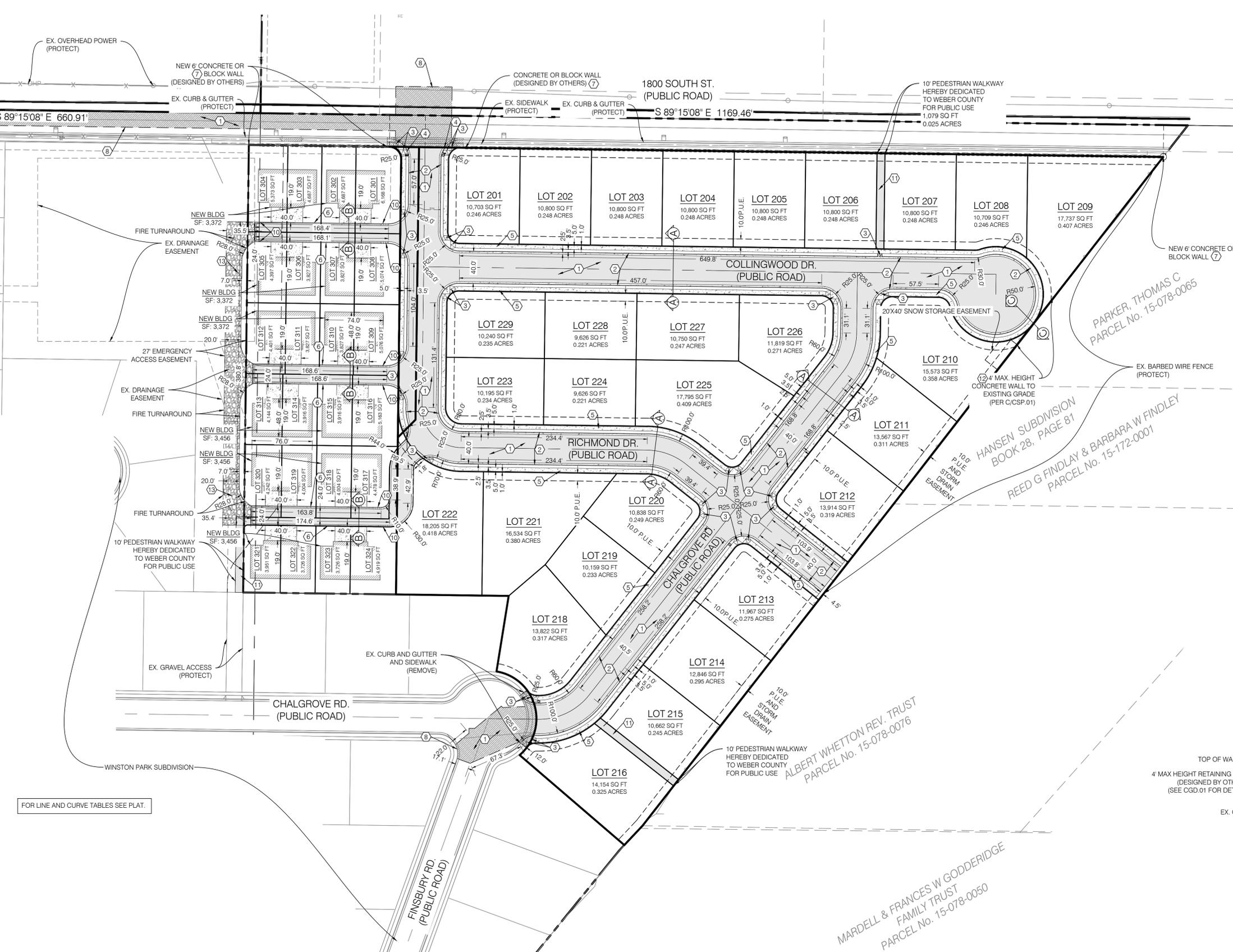
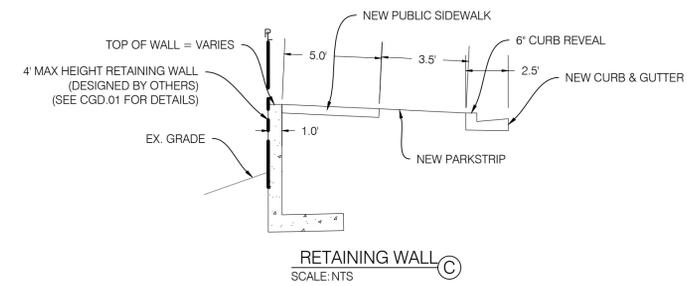
AREA TABLE		
PARTICULARS	S.F.	%
BUILDING*	127,968	17.9
HARDSCAPE*	167,218	23.3
LANDSCAPE	421,726	58.8
TOTAL	716,912	100.0

\*BUILDING AND HARDSCAPE AREAS ASSUME A BUILDING FOOTPRINT OF 3,000 S.F. AND A HARDSCAPE OF 500 S.F. PER LOT (29 LOTS) FOR PHASE 1.

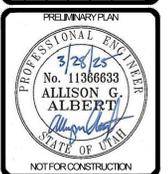
NOTE: SAWCUT WIDTH, LOCATIONS AND TIE-IN ELEVATIONS TO EXISTING GRADE ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY LOCATION, EXTENT OF SAWCUTTING, AND TIE-IN SLOPES TO EXISTING GRADE PRIOR TO CONSTRUCTION. IT IS THE INTENT ON THESE PLANS THAT ALL PAVEMENT SHALL TIE INTO EXISTING GRADE PER SLOPES LISTED ON CGN.01 NOTE 70. SEE NOTES 66, 70, 82, & 83 ON CGN.01 FOR FURTHER DETAIL.

NOTE: ALL WORK WITHIN PUBLIC ROADS TO BE DONE IN STRICT ACCORDANCE WITH WEBER COUNTY STANDARDS AND SPECIFICATIONS

NOTE: ALL RETAINING WALLS OVER 4' IN HEIGHT SHALL BE DESIGNED AND APPROVED BY A LICENSED GEOTECHNICAL ENGINEER.



NO.	DATE	DESCRIPTION
1	02/05/23	REVISED PER CITY COMMENTS
2	02/08/23	REVISED PER FIRE MARSHAL COMMENTS
3	02/08/23	REVISED PER CITY COMMENTS RAISED SEWER REVISED STORM
4	09/27/2024	PHASE



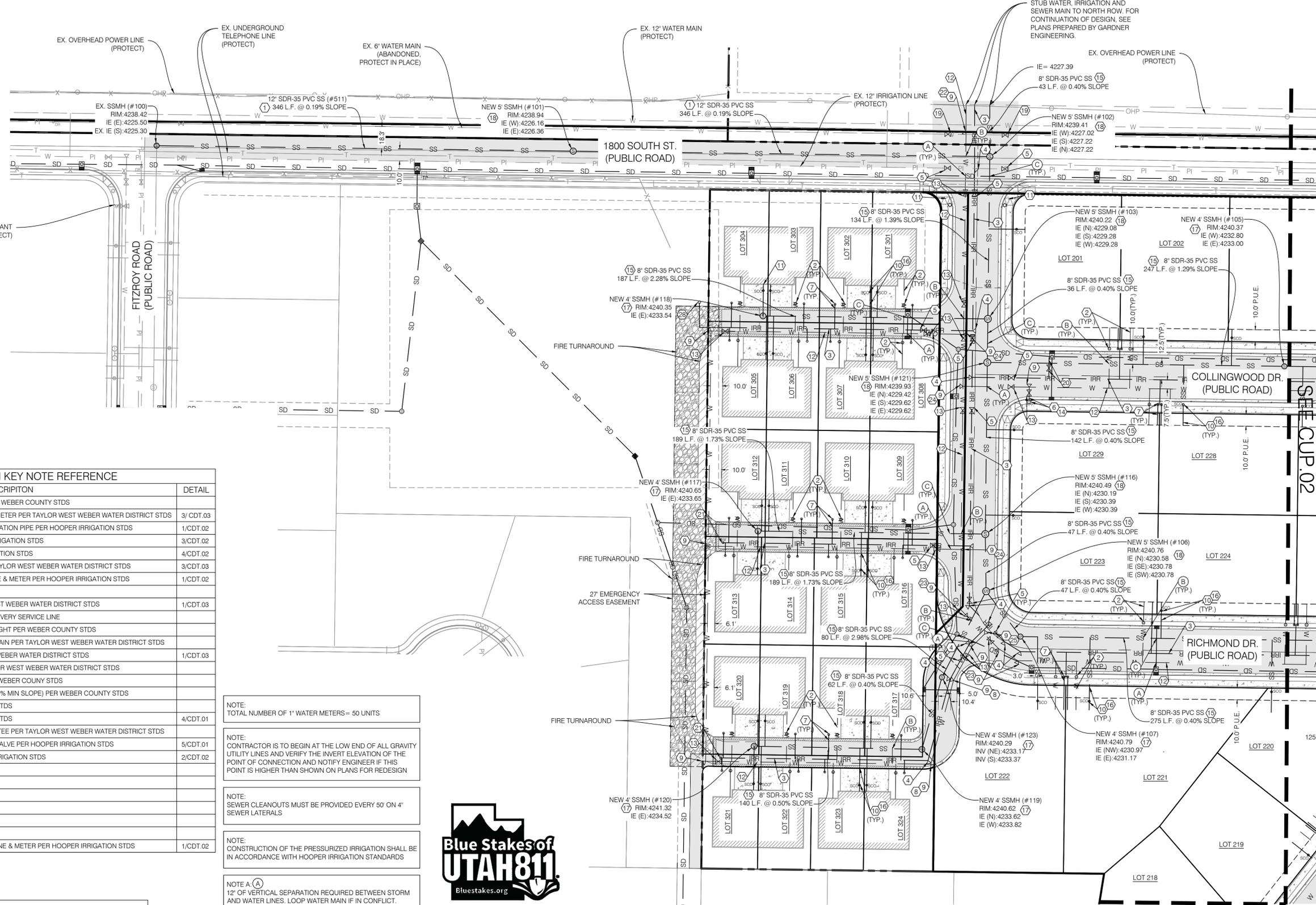
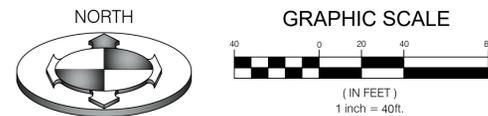
**BENCHMARK ENGINEERING & LAND SURVEYING**  
 9138 SOUTH STATE STREET SUITE #100  
 SANDY, UTAH 84070 (801) 542-7192  
 www.benchmarkcivil.com

**WINSTON PARK SUBDIVISION PHASE 2 & 3**  
 3701 W 1800 S  
 WEBER COUNTY, UTAH

PROJECT NO. 2006142  
 SITE PLAN  
 CSP.01  
 4 OF 22

CALL BEFORE YOU DIG. IT'S FREE & IT'S THE LAW.  
 BLUE STAKES OF UTAH UTILITY NOTIFICATION CENTER  
 1-800-662-4111  
 www.bluestakes.org





NO	DESCRIPTION	DETAIL
1	12" PVC SDR-35 SEWER MAIN PER WEBER COUNTY STDS	
2	1" POLY WATER SERVICE LINE & METER PER TAYLOR WEST WEBER WATER DISTRICT STDS	3/CDT.03
3	8" PVC C-900 PRESSURIZED IRRIGATION PIPE PER HOOPER IRRIGATION STDS	1/CDT.02
4	THRUST BLOCK PER HOOPER IRRIGATION STDS	3/CDT.02
5	GATE VALVE PER HOOPER IRRIGATION STDS	4/CDT.02
6	FIRE HYDRANT PER APWA PER TAYLOR WEST WEBER WATER DISTRICT STDS	3/CDT.03
7	1" POLY IRRIGATION SERVICE LINE & METER PER HOOPER IRRIGATION STDS	1/CDT.02
8	8" 60° BEND	
9	THRUST BLOCK PER TAYLOR WEST WEBER WATER DISTRICT STDS	1/CDT.03
10	SEWER CLEANOUT EVERY 50' @ EVERY SERVICE LINE	
11	DARK SKY COMPLIANT STREET LIGHT PER WEBER COUNTY STDS	
12	8" PVC C-900 CULINARY WATER MAIN PER TAYLOR WEST WEBER WATER DISTRICT STDS	
13	GATE VALVE PER TAYLOR WEST WEBER WATER DISTRICT STDS	1/CDT.03
14	6" PVC C-900 FIRELINE PER TAYLOR WEST WEBER WATER DISTRICT STDS	
15	8" PVC SDR-35 SEWER MAIN PER WEBER COUNTY STDS	
16	4" PVC SDR-35 SEWER LATERAL (2% MIN SLOPE) PER WEBER COUNTY STDS	
17	4" Ø SSMH PER WEBER COUNTY STDS	
18	5" Ø SSMH PER WEBER COUNTY STDS	4/CDT.01
19	FLMJ VALVE WITH 12" FLANGED TEE PER TAYLOR WEST WEBER WATER DISTRICT STDS	
20	4" SCH. 40 PVC DRAIN LINE AND VALVE PER HOOPER IRRIGATION STDS	5/CDT.01
21	COMBO AIR VAC PER HOOPER IRRIGATION STDS	2/CDT.02
22	12"X12"X8" TEE	
23	8" 45° BEND	
24	8"X8"X8" TEE	
25	8"X8"X8" WYE	
26	8"X8"X8" CROSS	
27	8" 22° BEND	
28	1.5" POLY IRRIGATION SERVICE LINE & METER PER HOOPER IRRIGATION STDS	1/CDT.02

NOTE:  
TOTAL NUMBER OF 1" WATER METERS = 50 UNITS

NOTE:  
CONTRACTOR IS TO BEGIN AT THE LOW END OF ALL GRAVITY UTILITY LINES AND VERIFY THE INVERT ELEVATION OF THE POINT OF CONNECTION AND NOTIFY ENGINEER IF THIS POINT IS HIGHER THAN SHOWN ON PLANS FOR REDESIGN

NOTE:  
SEWER CLEANOUTS MUST BE PROVIDED EVERY 50' ON 4" SEWER LATERALS

NOTE:  
CONSTRUCTION OF THE PRESSURIZED IRRIGATION SHALL BE IN ACCORDANCE WITH HOOPER IRRIGATION STANDARDS

NOTE A (A)  
12" OF VERTICAL SEPARATION REQUIRED BETWEEN STORM AND WATER LINES. LOOP WATER MAIN IF IN CONFLICT.

NOTE B (B)  
18" OF VERTICAL SEPARATION REQUIRED BETWEEN SEWER AND WATER LINES. CONTACT ENGINEER FOR REDESIGN IF NECESSARY

NOTE C (C)  
12" OF VERTICAL SEPARATION REQUIRED BETWEEN SEWER AND STORM. CONTACT ENGINEER FOR REDESIGN IF NECESSARY

NOTE:  
PRIOR TO FABRICATION OR CONSTRUCTION, BEGIN AT THE LOW END OF ALL GRAVITY UTILITY LINES AND VERIFY THE INVERT ELEVATION OF THE POINT OF CONNECTION. NOTIFY ENGINEER FOR REDESIGN IF CONNECTION POINT IS HIGHER THAN SHOWN OR IF ANY UTILITY CONFLICTS OCCUR. GRAVITY CONNECTIONS MUST BE DONE PRIOR TO BUILDING FOOTINGS AND ROUGH PLUMBING ARE CONSTRUCTED.

NOTE:  
POTHOLE TO IDENTIFY ANY CONFLICTS BEFORE ANY PIPE INSTALLATION. CONTACT ENGINEER IF ANY CONFLICTS ARE IDENTIFIED.



REVISIONS

NO.	DATE	DESCRIPTION
1	02/05/25	REVISED PER CITY COMMENTS
2	02/05/25	REVISED PER FIRE MARSHAL COMMENTS
3	03/05/25	REVISED PER CITY COMMENTS, RAISED SEWER, REVISED STORM.

DATE: 09/27/2024  
DRAWN BY: 2006142 SITE PHASE 2

SCALE MEASURES - INCH ON FULL SIZE SHEETS  
ADJUST ACCORDINGLY FOR REDUCED SIZE SHEETS

PROFESSIONAL ENGINEER  
No. 11366633  
ALLISON G. ALBERT  
STATE OF UTAH

NOT FOR CONSTRUCTION

BENCHMARK ENGINEERING & LAND SURVEYING  
9138 SOUTH STATE STREET SUITE #100  
SANDY, UTAH 84071 (801) 542-7192  
www.benchmarkcivil.com

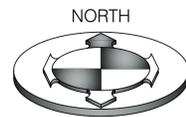
PRELIMINARY PLANS NOT FOR CONSTRUCTION

WINSTON PARK SUBDIVISION  
PHASE 2 & 3  
3701 W 1800 S  
WEBER COUNTY, UTAH

PROJECT NO. 2006142

UTILITY PLAN

CUP.01  
5 OF 22



GRAPHIC SCALE



(IN FEET)  
1 inch = 40ft.

CONSTRUCTION KEY NOTE REFERENCE

NO.	DESCRIPTION	DETAIL
1	12" PVC SDR-35 SEWER MAIN PER WEBER COUNTY STDS	
2	1" POLY WATER SERVICE LINE & METER PER TAYLOR WEST WEBER WATER DISTRICT STDS	3/CDT.03
3	8" PVC C-900 PRESSURIZED IRRIGATION PIPE PER HOOPER IRRIGATION STDS	1/CDT.02
4	THRUST BLOCK PER HOOPER IRRIGATION STDS	3/CDT.02
5	GATE VALVE PER HOOPER IRRIGATION STDS	4/CDT.02
6	FIRE HYDRANT PER APWA PER TAYLOR WEST WEBER WATER DISTRICT STDS	3/CDT.03
7	1" POLY IRRIGATION SERVICE LINE & METER PER HOOPER IRRIGATION STDS	1/CDT.02
8	8" 60° BEND	
9	THRUST BLOCK PER TAYLOR WEST WEBER WATER DISTRICT STDS	1/CDT.03
10	SEWER CLEANOUT EVERY 50' @ EVERY SERVICE LINE	
11	DARK SKY COMPLIANT STREET LIGHT PER WEBER COUNTY STDS	
12	8" PVC C-900 CULINARY WATER MAIN PER TAYLOR WEST WEBER WATER DISTRICT STDS	
13	GATE VALVE PER TAYLOR WEST WEBER WATER DISTRICT STDS	1/CDT.03
14	6" PVC C-900 FIRELINE PER TAYLOR WEST WEBER WATER DISTRICT STDS	
15	8" PVC SDR-35 SEWER MAIN PER WEBER COUNTY STDS	
16	4" PVC SDR-35 SEWER LATERAL (2% MIN SLOPE) PER WEBER COUNTY STDS	
17	4" Ø SSMH PER WEBER COUNTY STDS	
18	5" Ø SSMH PER WEBER COUNTY STDS	
19	FLMJ VALVE WITH 12" FLANGED TEE PER TAYLOR WEST WEBER WATER DISTRICT STDS	
20	4" SCH. 40 PVC DRAIN LINE AND VALVE PER HOOPER IRRIGATION STDS	5/CDT.01
21	COMBO AIR VAC PER HOOPER IRRIGATION STDS	2/CDT.02
22	12"X12"X8" TEE	
23	8" 45° BEND	
24	8"X8"X8" TEE	
25	8"X8"X8" WYE	
26	8"X8"X8" CROSS	
27	8" 22° BEND	
28	BLOW OFF VALVE PER TAYLOR WEST WEBER WATER DISTRICT STDS	

NOTE:  
TOTAL NUMBER OF 1" WATER METERS = 50 UNITS

NOTE:  
CONTRACTOR IS TO BEGIN AT THE LOW END OF ALL GRAVITY UTILITY LINES AND VERIFY THE INVERT ELEVATION OF THE POINT OF CONNECTION AND NOTIFY ENGINEER IF THIS POINT IS HIGHER THAN SHOWN ON PLANS FOR REDESIGN

NOTE:  
SEWER CLEANOUTS MUST BE PROVIDED EVERY 50' ON 4" SEWER LATERALS

NOTE:  
CONSTRUCTION OF THE PRESSURIZED IRRIGATION SHALL BE IN ACCORDANCE WITH HOOPER IRRIGATION STANDARDS

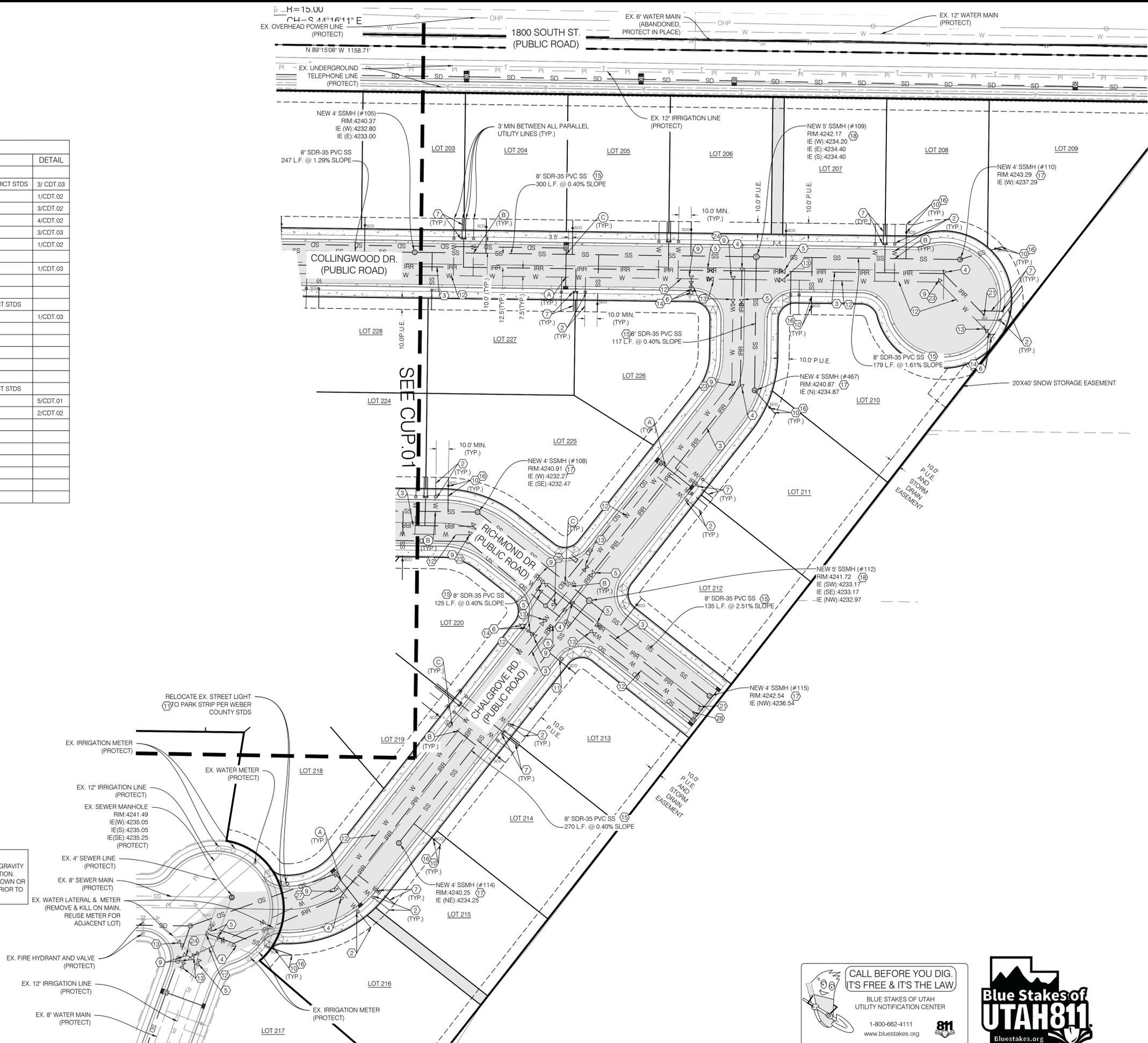
NOTE A (A)  
12" OF VERTICAL SEPARATION REQUIRED BETWEEN STORM AND WATER LINES. LOOP WATER MAIN IF IN CONFLICT.

NOTE B (B)  
18" OF VERTICAL SEPARATION REQUIRED BETWEEN SEWER AND WATER LINES. CONTACT ENGINEER FOR REDESIGN IF NECESSARY

NOTE C (C)  
12" OF VERTICAL SEPARATION REQUIRED BETWEEN SEWER AND STORM. CONTACT ENGINEER FOR REDESIGN IF NECESSARY

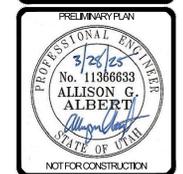
NOTE:  
PRIOR TO FABRICATION OR CONSTRUCTION, BEGIN AT THE LOW END OF ALL GRAVITY UTILITY LINES AND VERIFY THE INVERT ELEVATION OF THE POINT OF CONNECTION. NOTIFY ENGINEER FOR REDESIGN IF CONNECTION POINT IS HIGHER THAN SHOWN OR IF ANY UTILITY CONFLICTS OCCUR. GRAVITY CONNECTIONS MUST BE DONE PRIOR TO BUILDING FOOTINGS AND ROUGH PLUMBING ARE CONSTRUCTED.

NOTE:  
POTHOLE TO IDENTIFY ANY CONFLICTS BEFORE ANY PIPE INSTALLATION. CONTACT ENGINEER IF ANY CONFLICTS ARE IDENTIFIED.



NO.	DATE	DESCRIPTION
1	02/05/25	REVISED PER CITY COMMENTS
2	02/05/25	REVISED PER FIRE MARSHAL COMMENTS
3	03/05/25	REVISED PER CITY COMMENTS, RAISED SEWER, REVISED STORM.

PROJECT NO. 2006142, SITE # PHASE 2



**BENCHMARK ENGINEERING & LAND SURVEYING**  
 CIVIL  
 9138 SOUTH STATE STREET SUITE #100  
 SANDY, UTAH 84071 (801) 542-7192  
 www.benchmarkcivil.com

PRELIMINARY PLANS NOT FOR CONSTRUCTION

**WINSTON PARK SUBDIVISION  
 PHASE 2 & 3**

3701 W 1800 S  
 WEBER COUNTY, UTAH

PROJECT NO. 2006142

UTILITY PLAN

CUP.02  
 6 OF 22

CALL BEFORE YOU DIG.  
 IT'S FREE & IT'S THE LAW.

BLUE STAKES OF UTAH  
 UTILITY NOTIFICATION CENTER

1-800-662-4111  
 www.bluestakes.org



**STORM DRAINAGE CALCULATIONS**  
Rational Method (Q=CIA)

Area Identification (A)	Rational Coefficient (C)	C*A
Roof = 289,968	0.9	260,971 S.F.
Pavement = 397,836	0.9	358,052 S.F.
Landscaping = 1,024,498	0.2	204,900 S.F.
Sum: 1712,302 S.F.	Sum:	823,923 S.F.

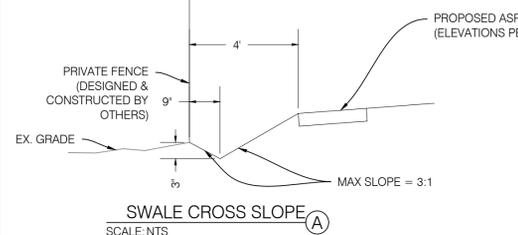
NOAA ATLAS 14 (100 YEAR STORM)					
Time (min)	Intensity (in/hr)	Rainfall (inches)	Rainfall Excess (cu ft)	Allowed Discharge (cu ft)	Volume to Detain (cu ft)
15	4.10	1.025	70577	3538	66839
30	2.76	1.380	94751	7076	87676
60	1.71	1.710	117409	14151	103258
120	0.93	1.860	127708	28303	99406
180	0.64	1.905	130798	42454	88344
360	0.35	2.124	145834	84908	60927
720	0.22	2.604	178791	169815	8976
1440	0.12	2.904	199389	339630	0

Detention Calculations  
**Pond Volume**  
 Detention Pond Civil 3D = 93,636 cf

**Pipe Volume**  
 15 in. Pipe Length = 1,229 lf  
 Volume = 1,508 cf  
 18 in. Pipe Length = 320 lf  
 Volume = 565 cf  
 24 in. Pipe Length = 615 lf  
 Volume = 1,932 cf

Phase 1 Pipe Storage = 6,245 cf  
 Phase 2 Pipe Storage = 4,006 cf

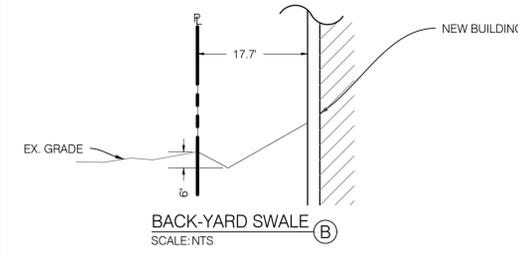
Is there adequate storage? Storage Provided = 103,887 cf  
 Req. Storage = 103,258 cf **YES**



**GRADING AND DRAINAGE KEY NOTE REFERENCE**

NO.	DESCRIPTION	DETAIL
1	GRADE SITE TO ELEVATIONS SHOWN ON PLAN	

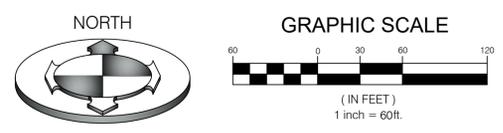
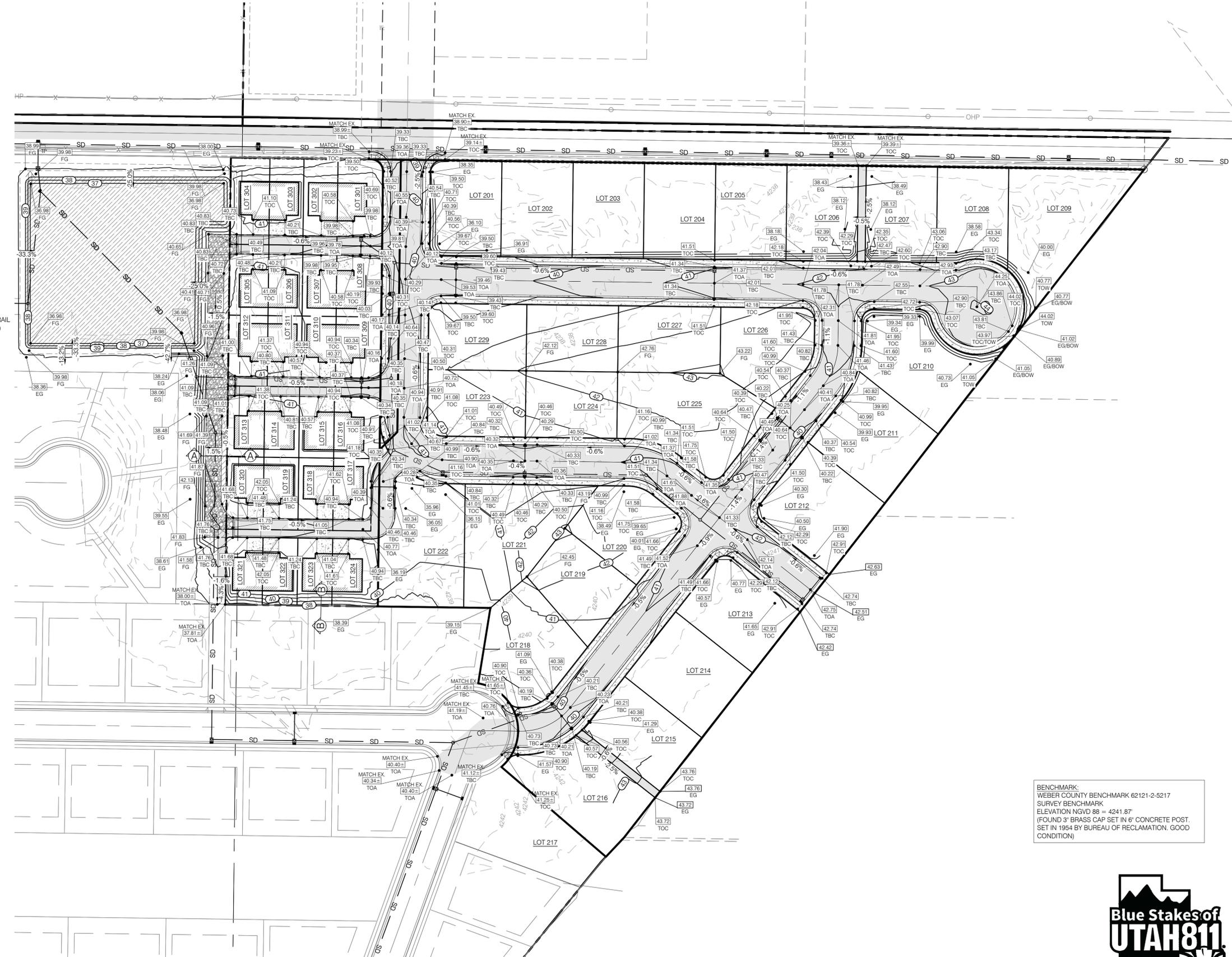
ALL HDPE/RCP CLASS III PIPE TO HAVE SOIL TIGHT JOINTS



NOTE: POT HOLE TO IDENTIFY ANY CONFLICTS BEFORE ANY PIPE INSTALLATION. CONTACT ENGINEER IF ANY CONFLICTS ARE IDENTIFIED.

NOTE: PRIOR TO FABRICATION OR CONSTRUCTION, BEGIN AT THE LOW END OF ALL GRAVITY UTILITY LINES AND VERIFY THE INVERT ELEVATION OF THE POINT OF CONNECTION. NOTIFY ENGINEER FOR REDESIGN IF CONNECTION POINT IS HIGHER THAN SHOWN OR IF ANY UTILITY CONFLICTS OCCUR. GRAVITY CONNECTIONS MUST BE DONE PRIOR TO BUILDING FOOTINGS AND ROUGH PLUMBING ARE CONSTRUCTED.

**SURVEY CONTROL NOTE:**  
 THE CONTRACTOR OR SURVEYOR PERFORMING THE CONSTRUCTION SURVEYING SHALL BE RESPONSIBLE TO PROVIDE CONSTRUCTION LAYOUT PER THE APPROVED PLANS ONLY. THE SURVEYOR SHALL ALSO BE RESPONSIBLE FOR VERIFYING HORIZONTAL CONTROL FROM THE SURVEY MONUMENTS AND FOR VERIFYING ANY ADDITIONAL CONTROL POINTS SHOWN ON THE SURVEY OR IMPROVEMENTS PLANS OR ON ELECTRONIC DATA PROVIDED BY BENCHMARK ENGINEERING AND LAND SURVEYING. THE SURVEYOR SHALL ALSO USE THE BENCHMARKS AS SHOWN ON THE PLAN, AND VERIFY THEM AGAINST NO LESS THAN THREE EXISTING HARD IMPROVEMENT ELEVATIONS INCLUDED ON THESE PLANS OR ON ELECTRONIC DATA PROVIDED BY BENCHMARK ENGINEERING AND LAND SURVEYING. IF ANY DISCREPANCIES ARE ENCOUNTERED, THE SURVEYOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AND RESOLVE THE DISCREPANCIES BEFORE PROCEEDING WITH ANY CONSTRUCTION SURVEYING. IT IS ALSO THE RESPONSIBILITY OF THE SURVEYOR TO VERIFY ANY ELECTRONIC DATA WITH THE APPROVED STAMPED AND SIGNED PLANS AND NOTIFY THE ENGINEER WITH ANY DISCREPANCIES.



NO.	DATE	DESCRIPTION
1	02/06/25	REVISED PER CITY COMMENTS
2	02/18/25	REVISED PER FIRE MARSHAL COMMENTS
3	03/03/25	REVISED PER CITY COMMENTS, RAISED SEWER, REVISED STORM
4	09/27/2024	DATE
5	2006142_COP	PHASE

PROFESSIONAL ENGINEER  
 No. 11386633  
**ALLISON G. ALBERT**  
 STATE OF UTAH  
 NOT FOR CONSTRUCTION

**BENCHMARK ENGINEERING & LAND SURVEYING**  
 9138 SOUTH STATE STREET SUITE #100  
 SANDY, UTAH 84070 (801) 542-7192  
 www.benchmarkcivil.com

**WINSTON PARK SUBDIVISION PHASE 2 & 3**  
 3701 W 1800 S  
 WEBER COUNTY, UTAH

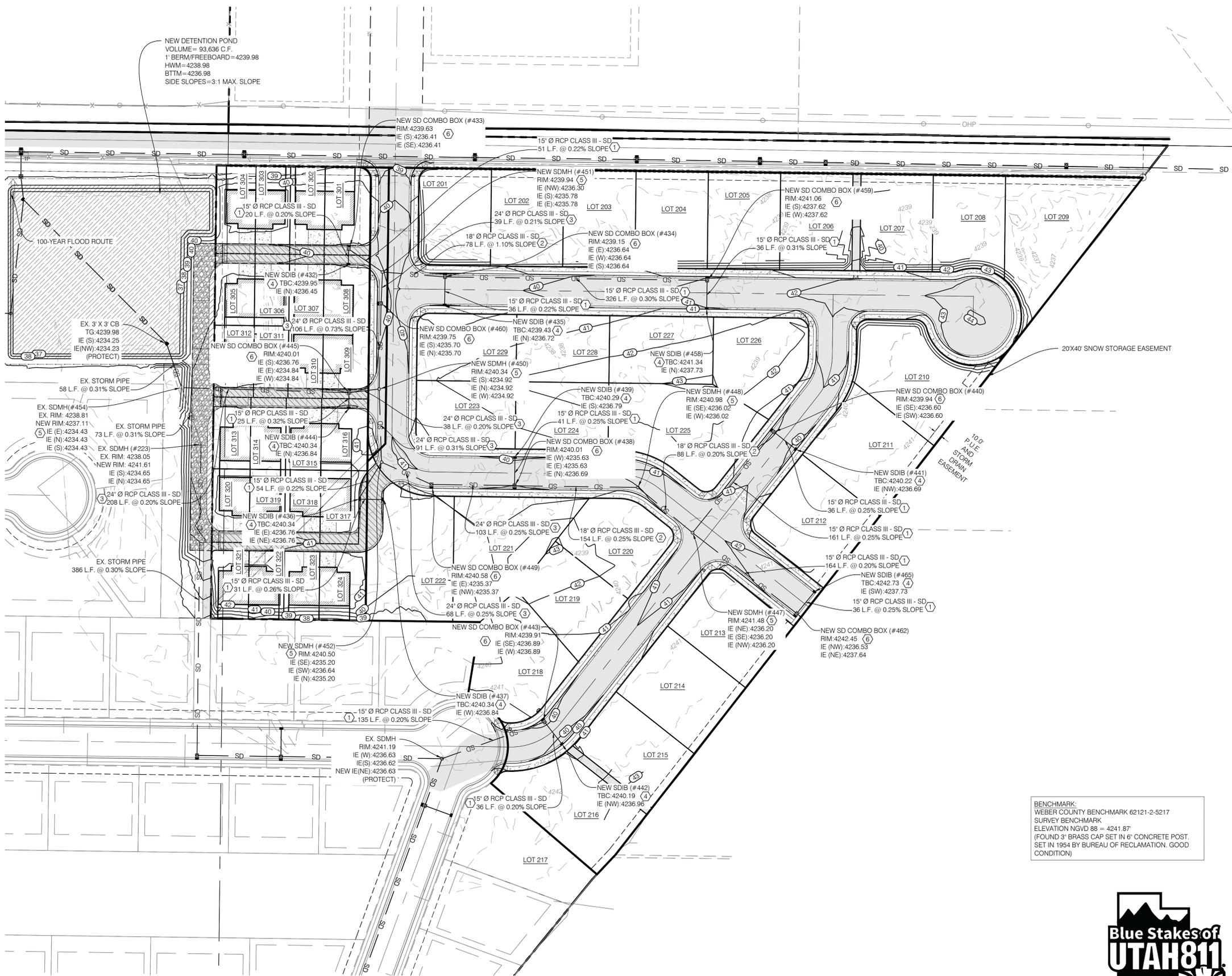
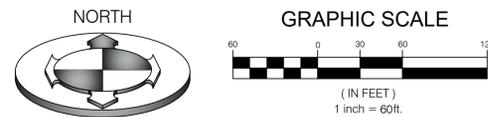
PROJECT NO. 2006142
GRADING PLAN
CGD.01 7 OF 22

BENCHMARK: WEBER COUNTY BENCHMARK 62121-2-5217  
 SURVEY BENCHMARK ELEVATION NGVD 88 = 4241.87  
 (FOUND 3" BRASS CAP SET IN 6" CONCRETE POST. SET IN 1954 BY BUREAU OF RECLAMATION. GOOD CONDITION)



NO	DESCRIPTION	DETAIL
①	15" Ø RCP CLASS III SD PIPE	
②	18" Ø RCP CLASS III SD PIPE	
③	24" Ø RCP CLASS III SD PIPE	
④	STORM DRAIN INLET BOX PER APWA #315.1	
⑤	STORM DRAIN MANHOLE	
⑥	STORM DRAIN COMBO BOX PER APWA #316	

ALL HDPE/RCP CLASS III PIPE TO HAVE SOIL TIGHT JOINTS



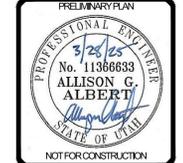
NOTE:  
POTHOLE TO IDENTIFY ANY CONFLICTS BEFORE ANY PIPE INSTALLATION. CONTACT ENGINEER IF ANY CONFLICTS ARE IDENTIFIED.

NOTE:  
PRIOR TO FABRICATION OR CONSTRUCTION, BEGIN AT THE LOW END OF ALL GRAVITY UTILITY LINES AND VERIFY THE INVERT ELEVATION OF THE POINT OF CONNECTION. NOTIFY ENGINEER FOR REDESIGN IF CONNECTION POINT IS HIGHER THAN SHOWN OR IF ANY UTILITY CONFLICTS OCCUR. GRAVITY CONNECTIONS MUST BE DONE PRIOR TO BUILDING FOOTINGS AND ROUGH PLUMBING ARE CONSTRUCTED.

**SURVEY CONTROL NOTE:**  
THE CONTRACTOR OR SURVEYOR PERFORMING THE CONSTRUCTION SURVEYING SHALL BE RESPONSIBLE TO PROVIDE CONSTRUCTION LAYOUT PER THE APPROVED PLANS ONLY. THE SURVEYOR SHALL ALSO BE RESPONSIBLE FOR VERIFYING HORIZONTAL CONTROL FROM THE SURVEY MONUMENTS AND FOR VERIFYING ANY ADDITIONAL CONTROL POINTS SHOWN ON THE SURVEY OR IMPROVEMENTS PLANS OR ON ELECTRONIC DATA PROVIDED BY BENCHMARK ENGINEERING AND LAND SURVEYING. THE SURVEYOR SHALL ALSO USE THE BENCHMARKS AS SHOWN ON THE PLAN, AND VERIFY THEM AGAINST NO LESS THAN THREE EXISTING HARD IMPROVEMENT ELEVATIONS INCLUDED ON THESE PLANS OR ON ELECTRONIC DATA PROVIDED BY BENCHMARK ENGINEERING AND LAND SURVEYING. IF ANY DISCREPANCIES ARE ENCOUNTERED, THE SURVEYOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AND RESOLVE THE DISCREPANCIES BEFORE PROCEEDING WITH ANY CONSTRUCTION SURVEYING. IT IS ALSO THE RESPONSIBILITY OF THE SURVEYOR TO VERIFY ANY ELECTRONIC DATA WITH THE APPROVED STAMPED AND SIGNED PLANS AND NOTIFY THE ENGINEER WITH ANY DISCREPANCIES.

BENCHMARK:  
WEBER COUNTY BENCHMARK 62121-2-5217  
SURVEY BENCHMARK  
ELEVATION NGVD 88 = 4241.87'  
(FOUND 3" BRASS CAP SET IN 6" CONCRETE POST.  
SET IN 1954 BY BUREAU OF RECLAMATION. GOOD  
CONDITION)

NO.	DATE	DESCRIPTION
1	02/05/25	REVISED PER CITY COMMENTS
2	02/18/25	REVISED PER FIRE MARSHAL COMMENTS
3	03/03/25	REVISED PER CITY COMMENTS, RAISED SEWER, REVISED STORM.
4	09/27/2024	DATE
5	2006142_CDP PHASE 2	PROJECT NO.



**BENCHMARK ENGINEERING & LAND SURVEYING**  
9138 SOUTH STATE STREET SUITE #100  
SANDY, UTAH 84070 (801) 542-7192  
www.benchmarkcivil.com

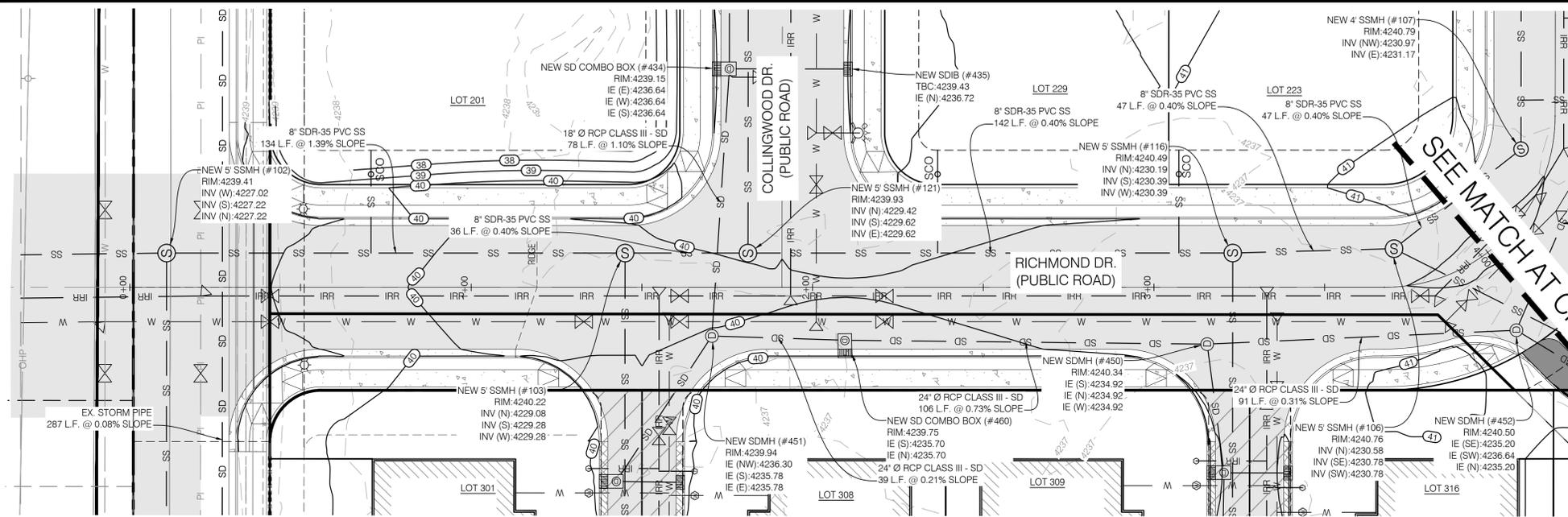
PRELIMINARY PLANS NOT FOR CONSTRUCTION

**WINSTON PARK SUBDIVISION  
PHASE 2 & 3**

3701 W 1800 S  
WEBER COUNTY, UTAH

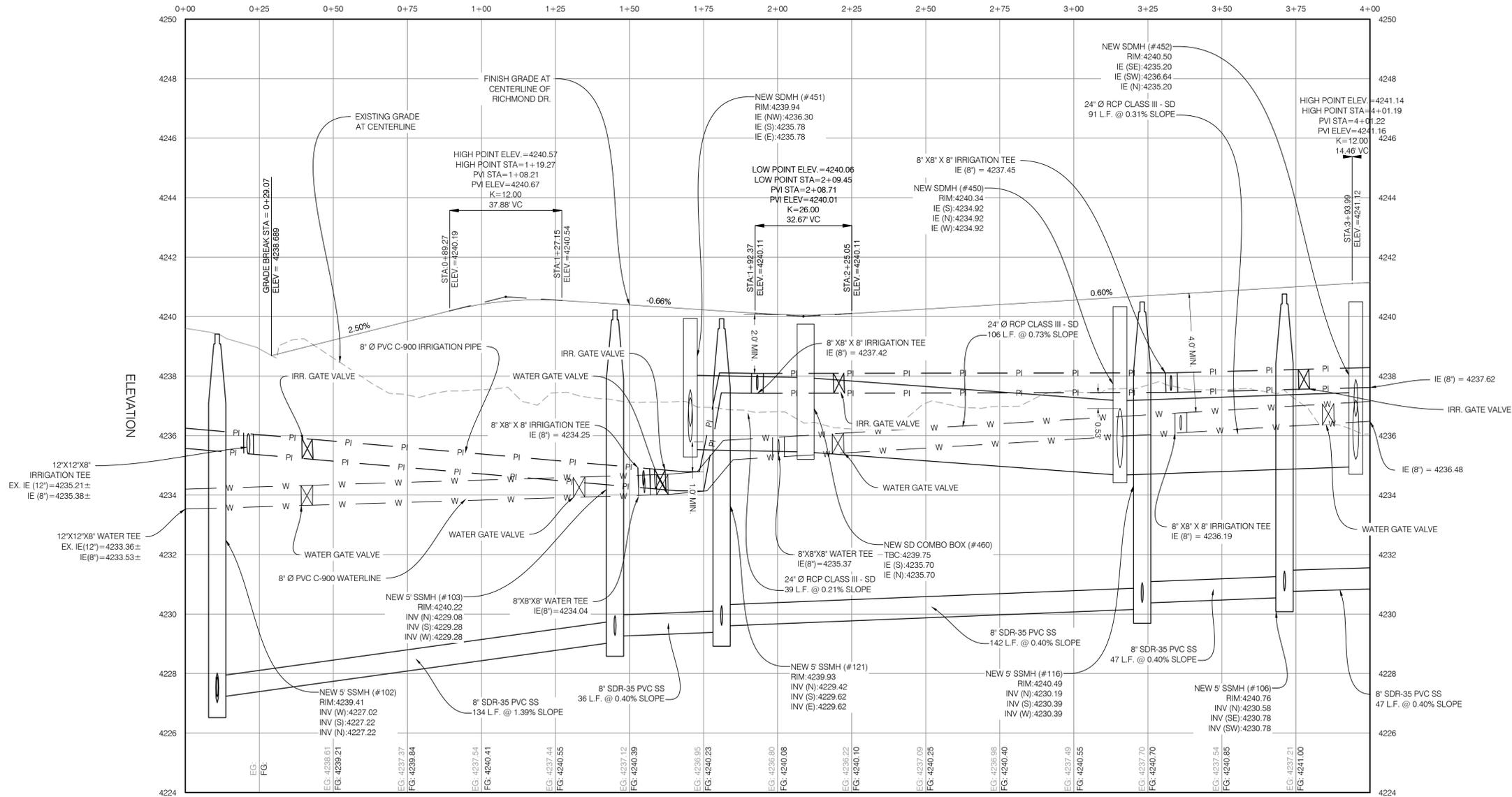
PROJECT NO.	2006142
<b>DRAINAGE PLAN</b>	
CDP.01	8 OF 22



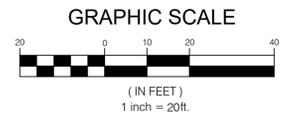


RICHMOND DR. PLAN 1

STATION



RICHMOND DR. PROFILE 1



NO.	DATE	DESCRIPTION
1	02/05/25	REVISED PER CITY COMMENTS
2	02/18/25	REVISED PER FIRE MARSHAL COMMENTS
3	03/03/25	REVISED PER CITY COMMENTS, RAISED SEWER, REVISED STORM.

SCALE MEASURES - HIGH ON FULL SIZE SHEETS  
ADJUST ACCORDINGLY FOR REDUCED SIZE SHEETS

PROFESSIONAL ENGINEER  
No. 11386633  
ALLISON G. ALBERT  
STATE OF UTAH

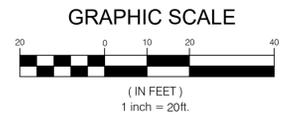
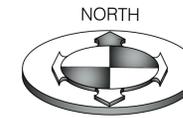
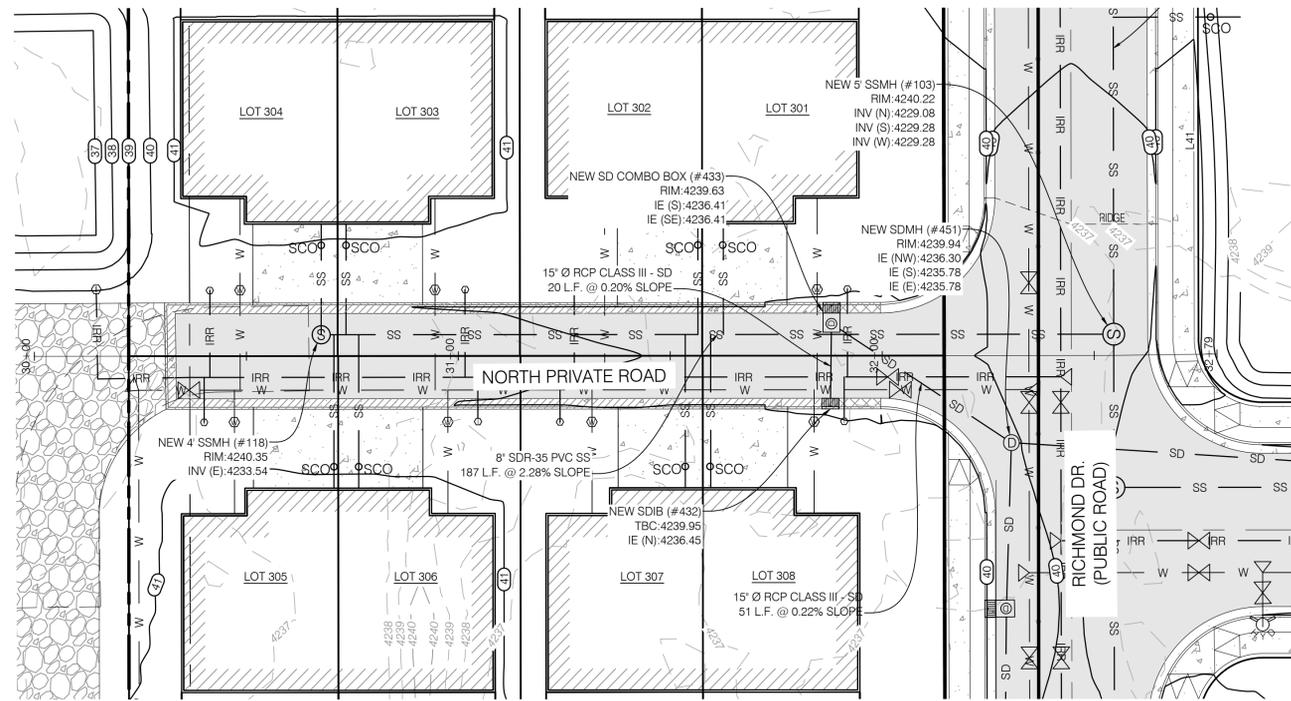
NOT FOR CONSTRUCTION

BENCHMARK  
LAND SURVEYING & ENGINEERING  
SANDY, UTAH 84070 (801) 542-7192  
www.benchmarkcivil.com

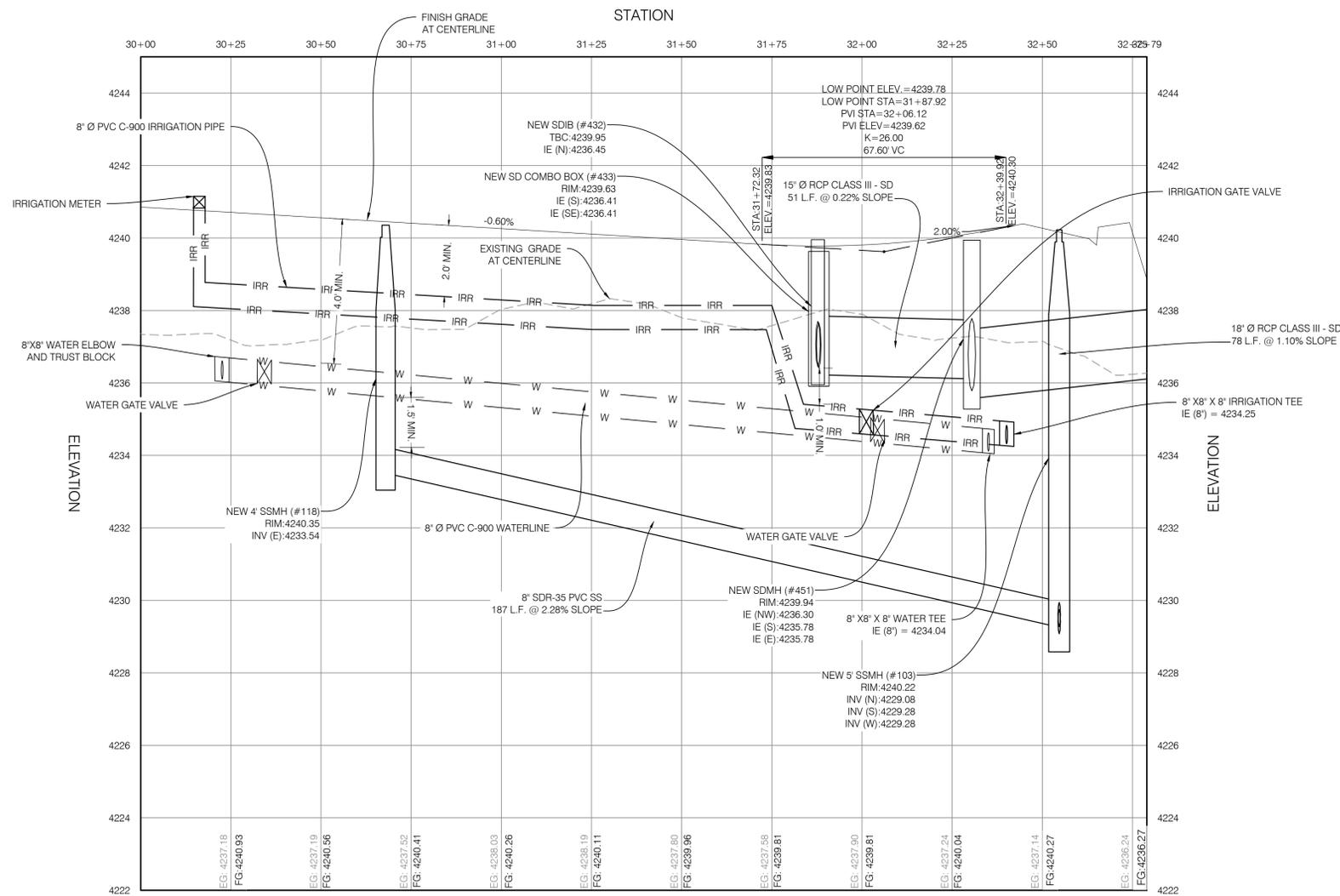
WINSTON PARK SUBDIVISION  
PHASE 2 & 3  
3701 W 1800 S  
WEBER COUNTY, UTAH

PROJECT NO. 2006142  
PLAN & PROFILE  
CPP.01  
9 OF 22



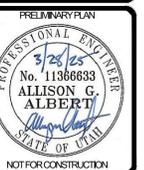


NORTH PRIVATE ROAD PLAN



NORTH PRIVATE ROAD PROFILE

NO.	DATE	DESCRIPTION
1	02/05/25	REVISED PER CITY COMMENTS
2	07/02/25	REVISED PER FIRE MARSHAL COMMENTS
3	03/20/25	REVISED PER CITY COMMENTS, RAISED SEWER, REVISED STORM.



**BENCHMARK CIVIL**

**BENCHMARK ENGINEERING & LAND SURVEYING**

9138 SOUTH STATE STREET SUITE #100  
SANDY, UTAH 84070 (801) 542-7192  
www.benchmarkcivil.com

PRELIMINARY PLANS NOT FOR CONSTRUCTION

**WINSTON PARK SUBDIVISION  
PHASE 2 & 3**

3701 W 1800 S  
WEBER COUNTY, UTAH

PROJECT NO. 2006142

**PLAN &  
PROFILE**

CPP.06  
14 OF 22





**SIGN PRO**

Sales Person: Andrew Petersen  
(208) 715-2767

SIGNED APPROVAL FOR PRODUCTION

DATE

This is an original unpublished Design created by Sign Pro. It is subject to copyright laws. The drawings are submitted to you in confidence, it is not to be shown or exhibited to anyone outside of your organization, nor used, reproduced, copied or exhibited in any fashion without written consent. The designs shown on the drawings (except for any registered trademarks that may belong to a client of Sign Pro) remain the property of Sign Pro.

© Copyright 2024

ELECTRICAL CONTRACTOR  
LICENSE NUMBER 29265



7.3. **Reserved Legislative Powers.** Developer acknowledges that the County is restricted in its authority to limit its police powers by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the County all of its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation under its police powers, any such legislation shall only be applied to modify the vested rights of Developer as referenced herein under the terms of this Agreement based upon policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as codified in Utah Code 17-27a-508. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the unincorporated areas of the County; and unless in good faith the County declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

8. **Certificate of Occupancy Requirements.**

- 8.1. **Each Dwelling to Comply.** Developer, including assigns and successors, understands and agree that no certificate of occupancy for any dwelling unit in the Project will be provided until Weber County has verified compliance with this section.
- 8.2. **Landscaping.** Installation of an operable smart watering controller, as provided in Section 9.4.
- 8.3. **Energy Efficiency.** Installation of operable energy efficient appliances, as provided in Section 9.7.1.
- 8.4.
- 8.5. **Outdoor Lighting.** Use of dark-sky friendly lighting, as provided in Section 9.8.

9. **Development Standards and Requirements.**

- 9.1. **Project Density.** In exchange for the benefits offered by the developer in this Agreement, County agrees to allow no more than 116 total dwelling units within the original 40-acre boundaries of the Winston Park Subdivision, as provided in Entry 3245491 in the Weber County Recorder's Office. No more than 24 of these units shall be patio homes, as further governed in Section 9.9 herein. The remaining shall be for typical single-family dwelling lots.
- 9.2. **Connectivity Incentivized.** Developer hereby volunteers and agrees to follow the minimum street and pathway standards as provided in Section 106-2-4.030 of the Code. The County hereby agrees to allow the flexible lot standards as provided by that section of Code. The County also agrees that the conceptual street layout illustrated in **Attachment C** satisfactorily complies with that code section for the purposes of this Project.
- 9.3. **Street Improvements.** Streets in the Project shall be designed and installed by the Developer in accordance with the street cross sections depicted in **Attachment E**.
  - 9.3.1. **Driveway Accesses along 1800 South Street.** Developer agrees that no lot will be platted to provide driveway access to 1800 South Street.
  - 9.3.2. **Street Wall Along Rear-Facing or Side-Facing Lots on 1800 South.** Developer agrees install a solid wall along 1800 South Street where the rear or side of a residential lot or unit abuts or is otherwise adjacent to and visible from this street. The wall shall be designed to provide visual breaks in the horizontal wall plane at least every 30 feet, such as a column or similar, and the wall and each column shall have a cap. The wall

shall be muted earth-tone in color. Except for the required clear-view triangles, this fence shall be at least six feet in height, but no more than eight feet. Examples of such a fence is provided in **Attachment F**. Alternative fencing along this street may be approved by the Planning Director if it provides similar or better visual qualities and materials. Vinyl fencing along this street is prohibited.

**9.3.3. Public Street Landscaping.**

**9.3.3.1. Street Trees.** All streets shall be lined with shade trees in the parkstrip.

**9.3.3.1.1.** Trees lining an adjacent and parallel sidewalk or pathway shall suffice for the street's trees.

**9.3.3.1.2.** Except as provided herein or when otherwise prohibited by Code, no less than two trees shall be planted for every 60-feet of a lot's frontage. Trees shall be spaced as evenly as practicable, and shall not be planted within the clearview triangle of an intersection.

**9.3.3.1.3.** At least two different tree varieties shall be used and dispersed in a manner to avoid transmission of pests/disease, or as may otherwise be specified by a landscape architect or other professional qualified in tree health, such that the trees have optimal chance of long-term health.

**9.3.3.1.4.** Developer agrees to provide or cause to be provided by means of the homeowner's association each street tree with an irrigation mechanism tied either to a homeowner's association master meter, or tied directly to the secondary water meter of the lot that the tree is fronting.

**9.3.3.1.5.** No tree with a caliper less than two inches shall be planted.

**9.3.3.1.6.** Developer is responsible for tree health throughout the duration of the warranty period. Developer agrees to obligate the homeowners association to provide for the tree health thereafter.

**9.3.3.2. Parkstrip Landscaping.** Developer shall place six-inch angular rock, 8-inches deep, in the parkstrip of 1800 South, with a weed barrier beneath. Alternatively, County agrees that Developer may, at its option, install alternative planting and landscaping along 1800 South Street as long as it is operated and maintained by a homeowner's association. County agrees that other park strips in the project may be planted with grass or other landscaping by the Developer or homeowners, which will be operated and maintained either by the adjoining owner or a homeowners association, as may be provided in the covenants.

**9.3.3.3. Construction Drawings to Include Landscaping.** Each development application submitted shall provide a detailed public landscape plan that, at a minimum, shows landscaping materials proposed to be used, the proposed location, species, including the measurements of each tree's mature crown, and the method of vegetation irrigation.

**9.4. Non-Public Water-Wise Landscaping.** All lots within the development will have water wise landscaping implemented as follows:

**9.4.1. Smart Controller.** A smart watering controller shall be installed and prewired for at least six irrigation zones. "Prewired" means it is connected to live power, but does not mean it needs to be connected to control valves. A smart water controller, such as an Orbit B-

Hyve smart controller or a Rainbird ESP smart controller, is an automatic landscape watering controller that can connect to the internet to automatically adjust watering schedules or amounts based on local weather and environmental conditions. County and Developer mutually agree that the requirement of this Section 9.4.1 will be applied to the homebuilder or homeowner, and that the Developer's obligation herein is satisfied upon recordation of covenants that stipulate the same.

**9.4.2. Landscape Certificate of Occupancy Requirement.** See Section 8.

**9.5. Public Utilities.** Developer agrees to underground all utilities in a manner that complies with adopted standards, including any existing overhead utilities within the property and within any right-of-way adjacent to the property. High voltage power transmission lines are exempt from this requirement.

**9.6. Parks, Open Space, and Trails**

In consideration for the rezone of the Property, Developer hereby agrees to provide, at no cost to the County, the following parks, open space, and trails amenities:

**9.6.1. Parks and Open Space:** Developer agrees to donate \$7,500 per lot or unit within the Project to the Park District. Developer agrees that this is a donation offered of the Developer's own free will and is not a fee or exaction imposed by the County or Park District. Developer also agrees that once this donation is made the Park District has full discretion on how to use the donation and Developer has no claim to the donation or how it is used. The per-lot donation shall be remitted to the Park District prior to recordation of a subdivision plat. No Building Division or Planning Division application will be accepted or approved in the Project until the County receives written confirmation of this donation from the Park District.

**9.6.2. Trails, Sidewalks, and Pathways:**

**9.6.2.1. Locations.** Developer agrees to install 10-foot wide asphalt pathways in the locations as indicated on **Attachment C** and in accordance with Section 106-2-4.030 of the Code.

**9.6.2.2. Pathway or Sidewalk Trees.** Each pathway and sidewalk within the development shall be lined with shade trees in a manner as specified in Section 9.3.3.1 herein.

**9.6.2.3. Pathway Landscaping.** Developer agrees to install a low-maintenance native seed mix, ground cover, or rock mulch, or a combination thereof along the shoulders of the pathways. Native seed mix shall be hydro-seeded. Mulch shall be substantial enough to minimum its migration onto the pathway. The shoulders shall also be lined with weed barrier. The landscaping shall be such that it will minimize weed growth along the pathway right-of-way. County agrees that other landscaping may be installed by the Developer or homeowners, which will be operated and maintained either by the adjoining owner or a homeowners association, as may be provided in the covenants.

**9.6.2.4. Phase 1 Pathway Right-of-Way.** Prior to recordation of the first plat, Developer agrees to provide a public pathway right-of-way through a lot(s) in the existing Winston Park subdivision. The lot(s) shall be selected from lots 105 through lot 112. The pathway right-of-way shall be no less than 12-foot wide and shall be dedicated or conveyed to Weber County prior to the recordation of a subdivision plat. It shall be configured so that it connects

the sidewalk along Fitzroy Road to the western most edge of the lot(s), providing a stub to the adjacent property to the west. Developer may, at its option, install a pathway within this right-of-way. The pathway shall be at least 10 feet wide.

**9.6.2.5. Construction Drawings to Include Landscaping.** Each subdivision's improvement plans shall provide a detailed landscape plan that, at a minimum, shows landscaping materials proposed to be used, the proposed location, species, including the measurements of each tree's mature crown, and the method of vegetation irrigation.

**9.6.3. Drainage Detention Landscaping.** Developer agrees to install turf grass and appropriate turf sprinkler system in the drainage detention basin for both the Winston Park Subdivision Phase 1 and any additional drainage basins resulting from this Project. The Parties agree that the HOA shall manage and maintain the turf grass.

**9.7. Emissions and Air Quality Standards.** Developer further agrees that all buildings will be designed to an energy efficiency rating that is one climate zone colder than the area. The following are also required:

**9.7.1. Appliance Efficiency.** Natural gas heating appliances, such as furnaces, water heaters, boilers, etc., shall have a 95% efficiency rating. County and Developer mutually agree that this requirement will be applied to the homebuilder or homeowner, and that the Developer's obligation herein is satisfied upon recordation of covenants that stipulate the same.

**9.7.2. Environmental Certificate of Occupancy Requirement.** See Section 8.

**9.8. Outdoor Lighting.** Developer agrees that all outdoor lighting within the Project will be governed by the County's Outdoor Lighting ordinance, Chapter 108-16 of the Code. Except for lights installed by Developer, County and Developer mutually agree that this requirement will be applied to the homebuilder or homeowner, and that the Developer's obligation herein is satisfied upon recordation of covenants that stipulate the same.

**9.9. Patio Homes Development Standards.** County agrees to allow and Developer agrees to build no more than 24 patio homes in the location as generally depicted in **Attachment C**. The County agrees to allow each patio home to be accessed by means of a Shared Private Lane pursuant to Section 106-2-2.030 of the Code. Each shall comply with the following standards:

**9.9.1. Condominiums.** The County agrees that some or all of the patio homes may be platted as condominium dwelling units pursuant to State and County Laws.

**9.9.1.1.** If platted as a condominium unit, when a unit is attached to another unit by means of a common wall, the combination of units shall be deemed a "building" for the purposes of determining building setbacks.

**9.9.1.2.** There shall be at least 10-foot distance between any two buildings.

**9.9.1.3.** The front of each building shall be setback from the 24-foot wide shared private lane right-of-way at least 15 feet.

**9.9.1.4.** Each building shall be setback from a public street no less than 20 feet, except 30 feet from 1800 South.

**9.9.1.5.** Only two condominium units are allowed per building.

**9.9.2. Single-Family Attached.** The County agrees that some or all of the patio homes may be platted as single-family attached dwelling units, each on their own single-family lot.

A lot for a single-family attached dwelling unit may have one of the two side setbacks eliminated so that more than two dwelling units can abut or attach to each other at the common side lot line. The other side setback shall be no less than five-feet, except those adjacent to a street shall be no less than 15 feet. Each dwelling shall be setback from the 24-foot-wide Shared Private Lane right-of-way at least 15 feet, and be setback from the rear lot line at least five feet.

- 9.9.3. Single-Family Detached.** The County agrees that some or all of the patio homes may be platted as single-family detached dwelling units, each on their own single-family lot. Each side setback shall be no less than five feet. The rear setback shall be no less than five feet. Each dwelling shall be setback from the 24-foot-wide Shared Private Lane right-of-way at least 15 feet.
- 9.9.4. Units Backing Onto 1800 South.** For each unit abutting 1800 South Street, each patio home building shall face away from 1800 South Street. The rear of these buildings shall be designed to appear to the common lay-person as a single-family dwelling. This shall be accomplished by, among other means, avoiding repetitive or otherwise redundant configurations of walls, wall massing, wall planes, windows sizes and locations, rooflines, chimneys, patios, door sizes and locations and other related design elements. Unless approved otherwise by the Planning Director after being presented with an alternative that, in the director's sole discretionary discernment, is better, this shall necessitate custom interior layouts that do not repeat from unit to unit, nor from building to building. The rear setback of these units (from 1800 South) shall be 30 feet.
- 9.9.5. One Story Buildings.** Each patio home shall be no greater than one story. At least 50 percent shall be designed so that there are no steps entering or within the dwelling unit. The rest may have up to one step.
- 9.9.6. Owner Occupancy Requirement.** Each patio home shall be deed-restricted to only allow owner-occupants. Occupancy verification shall be the homeowner association's responsibility. County and Developer mutually agree that the Developer's obligation herein is satisfied upon recordation of covenants that stipulate the same.
- 9.9.7. General Design.** The exterior design of the patio homes shall follow the following standards:

  - 9.9.7.1. Roofline Breaks.** Rooflines shall be broken every 50 feet, with no less than a 12 inch shift between adjacent rooflines that are on a paralleling plane.
  - 9.9.7.2. Building Massing.** The wall massing of building facades shall be broken at least every 50 feet with no less than a six-inch shift in the plane of adjacent walls.
- 9.9.8. Special Considerations.** Developer further agrees to the following:

  - 9.9.8.1. Privacy Fence and Landscaping.** A six-foot fence shall be constructed between the patio homes development and lots in Winston Park Subdivision Phase 1, and provide privacy trees along said fence, spaced in a manner such that the crown of the trees will converge at their average maturity.
  - 9.9.8.2. Driveway Buffer.** Where driveways serving the patio homes development are configured in a manner that creates a reasonable likelihood for vehicles to hit fencing, screening, or landscaping between the patio homes and adjoining lots in Winston Park Subdivision Phase 1, a permanent concrete barrier shall be constructed to contain said vehicles.

- 9.10. **Agreement Alternatives for Moderate Income Housing.** County agrees that the provisions of Sections 9.4, 9.6.1, and 9.7, shall not apply to any lot or unit that has a recorded deed restriction in favor of the Weber Housing Authority for moderate income housing, as defined by State Code, or that restricts the floor area of the residence (excluding basements and garages, if applicable) to no greater than 1,000 square feet.

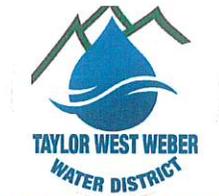
## 10. Amendments and Revisions.

This Agreement may be amended by mutual agreement of the Parties only if the amendment is in writing and approved and signed by Developer and County (an "Amendment"). This Section 10 specifies what Project changes can be undertaken without the need for amendment of the Development Agreement, and what changes require Amendment to this Agreement.

- 10.1. **Project Facility Repair, Maintenance and Replacement.** Developer shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement without amending the Agreement.
- 10.2. **Authorized Changes, Enlargements, or Alterations.** As set forth below, County staff may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project in their respective administrative capacities. The following types of Changes are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.
- 10.2.1. **Changes Necessary to Comply with Other Laws.** Any resulting changes as a consequence of obtaining or complying with a federal, state, or local permit or approval; provided that the changes are Routine and Uncontested and the application thereof does not materially affect the County's original intent, findings, or conditions on the Project in a manner that would have likely resulted in a different decision on this Agreement, as determined by the Planning Director.
- 10.2.2. **Landscaping Changes.** Any changes to this Agreement's landscaping designs, guidelines, standards, plantings, materials and installation of the same anywhere in the project.
- 10.2.3. **De Minimis Changes.** Other de Minimis changes requested by the Developer, which are reasonably consistent with the intent of this agreement and the R1-15 Zone, and are Routine and Uncontested.

## 11. General Provisions.

- 11.1. **Assignability.** The rights and responsibilities of the Developer under this Agreement may be assigned. The Developer, as the landowner of the Project Site at the time of the execution of this Agreement, may sell, convey, reassign, or transfer the entire Project Site or entire Project to another entity at any time.
- 11.2. **Binding Effect.** This Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Project Site, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.
- 11.3. **Utah Law.** This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.



**2815 WEST 3300 SOUTH  
WEST HAVEN, UTAH 84401  
801-731-1668**

11/1/2024

Weber County Planning Commission  
2380 Washington Boulevard  
Ogden, Utah 84401

To Whom It May Concern:

This is to inform you that **Preliminary Will Serve** approval has been given and Taylor West Weber Water District ("the District") has the capacity to provide only culinary water for **Winston Park Subdivision Phase 2**, a **29-lot** subdivision. The address is approx. 3600 W. 1800 S. West Weber UT. There are two existing services in phase one that will supply two lots in phase 2. Impact fees will need to be assessed for **27 lots**. Plan review will be required. This subdivision must have a pressurized secondary water system for outdoor use. Plan review fees and water right impact fees must be paid to the District clerk before subdivision approval is granted.

Requirements:

- Plan review fee=**\$200 per lot total= \$5,400.00**
- Water Right Impact fee= **\$7,842 x 27 ERU's total = \$211,734.00**
- Complete plan reviews.
- Will serve letter from Hooper Irrigation.
- Impact fees=\$6,856.00 per lot. This fee includes the cost of the meter. This fee will be collected at the time building permits are requested. Fees are subject to change.
- Installation of the water line and services. The District will need to be notified prior to working on the water lines. Taylor West Weber standards must be followed in all installation procedures.
- Construction of the pipelines must pass all inspections.
- Taylor West Weber Water reserves the right to make or revise changes as needed or as advised by the district engineer or the district attorney.

**FINAL SUBDIVISION APPROVAL MUST NOT BE ISSUED UNTIL APPROVAL IS GIVEN BY TAYLOR WEST WEBER WATER. A SIGNATURE BLOCK FOR TAYLOR WEST WEBER WATER MUST BE ON THE FINAL RECORDED MYLAR AND SIGNED BY A REPRESENTATIVE OF THE DISTRICT.**

Sincerely,   
Ryan Rogers-Manager  
Taylor West Weber Water District

Expires 4/1/2025



**2815 WEST 3300 SOUTH  
WEST HAVEN, UTAH 84401  
801-731-1668**

11/1/2024

Weber County Planning Commission  
2380 Washington Boulevard  
Ogden, Utah 84401

To Whom It May Concern:

This is to inform you that **Preliminary Will Serve** approval has been given and Taylor West Weber Water District ("the District") has the capacity to provide **only** culinary water for **Winston Park Subdivision Phase 3**, a **24-lot** subdivision. The address is approx. 3600 W. 1800 S. West Weber UT. This subdivision must have a pressurized secondary water system for outdoor use. Plan review fees and water right impact fees must be paid to the District clerk before subdivision approval is granted.

Requirements:

- Plan review fee=**\$200 per lot total= \$4,800.00**
- Water Right Impact fee= **\$7,842 x 24 ERU's total = \$188,208.00**
- Complete plan reviews.
- Will serve letter from Hooper Irrigation.
- Impact fees=\$6,856.00 per lot. This fee includes the cost of the meter. This fee will be collected at the time building permits are requested. Fees are subject to change.
- Installation of the water line and services. The District will need to be notified prior to working on the water lines. Taylor West Weber standards must be followed in all installation procedures.
- Construction of the pipelines must pass all inspections.
- Taylor West Weber Water reserves the right to make or revise changes as needed or as advised by the district engineer or the district attorney.

**FINAL SUBDIVISION APPROVAL MUST NOT BE ISSUED UNTIL APPROVAL IS GIVEN BY TAYLOR WEST WEBER WATER. A SIGNATURE BLOCK FOR TAYLOR WEST WEBER WATER MUST BE ON THE FINAL RECORDED MYLAR AND SIGNED BY A REPRESENTATIVE OF THE DISTRICT.**

Sincerely,

Ryan Rogers-Manager

Taylor West Weber Water District

Expires 4/1/2025



## Central Weber Sewer Improvement District

December 3, 2024

Chad Meyerhoffer  
Weber County Planning Commission  
2380 Washington Blvd #240, Ogden, UT 84401

SUBJECT: Winston Park Phase 2 & 3  
Sanitary Sewer Service  
Will Serve Letter

Chad:

We have reviewed the request of Wade Rumsey to provide sanitary sewer treatment services to the subdivision called Winston Park Phase 2 & Phase 3 located at approximate address 1800 S. 3701 W. proposed 27 residential lots in Phase 2 and 24 residential lots in Phase 3. We offer the following comments regarding Central Weber Sewer Improvement District ('the District') providing sanitary sewer service.

1. At this time, the District has the capacity to treat the sanitary sewer flow from this subdivision. Inasmuch as the system demand continuously changes with growth, this assessment is valid for three (3) years from the date issued on this letter.
2. If any connection is made directly into the District's facilities the connection must be constructed in accordance with District standards and must be inspected by the District while the work is being done. A minimum of 48-hour notice for inspection shall be given to the District prior to any work associated with the connection.
3. Central Weber Sewer Improvement District is a wholesale wastewater treatment provider to Weber County. Connection to the sewer system must be through a retail provider, which we understand to be Weber County. The District will not take responsibility for the condition, ownership or maintenance of the proposed sanitary sewer lines (gravity or pressure) or system that will be installed to serve this subdivision.
4. The connection of any sump pumps (or similar type pumps) to the sanitary sewer system is prohibited during or after construction. The District's Wastewater Control Rules and Regulations state:



## Central Weber Sewer Improvement District

*Prohibited Discharge into Sanitary Sewer. No person shall discharge or cause or make a connection which would allow to be discharged any storm water, surface water, groundwater, roof water runoff or subsurface drainage to any sanitary sewer.*

5. The entire parcel of property to be served must be annexed into the Central Weber Sewer Improvement District prior to any sewer service connection or connection to the District's facilities. This annexation must be complete before the sale of any lots in the subdivision. Annexation into the District is permitted by the District's Board of Trustees. This will serve letter is a statement of available capacity and does not guarantee board approval of annexation.
6. Impact fees must be paid no later than the issuance of any building permits.

If you have any further questions or need additional information, please let us know.

Sincerely,

Clay Marriott

Project Manager

CC: Chad Meyerhoffer, Weber County  
Kevin Hall, Central Weber Sewer  
Paige Spencer  
Steve Myers  
Wade Rumsey

EVANS, GROVER & BEINS, P.C.  
~ATTORNEYS AT LAW~

A Professional Corporation  
P.O. Box 160 - 52 West Main Street  
Tremonton, UT 84337

JONATHAN R. GROVER\*+  
CHRISTOPHER A. BEINS  
GREGORY W. MARSH

Tel: (435) 740-8800  
Fax: (435) 740-8804

[www.egb-law.com](http://www.egb-law.com)

\* Also admitted in California.  
+ Also admitted in Idaho.

BRUCE C. EVANS (1956-2010)

December 24, 2024  
Via U.S. First Class Mail

Weber County Planning Commission  
2380 Washington Blvd, #240  
Ogden, Utah 84401

Re: **Hooper Irrigation Company Preliminary Will-Serve Letter –  
Winston Park Phases 2 & 3**  
Applicant Contact: Wade Rumsey  
My Client: Hooper Irrigation Company

To Whom It May Concern:

I represent Hooper Irrigation Company. Recently the Applicant delivered to my client the following documentation for Winston Park Phase 2 and Winston Park Phase 3:

1. Development Application; and
2. Subdivision plan (2 copies).

The Applicant indicated his intent to develop real property located just south of 1800 South and 3700 West, Weber County, Utah into residential building lots. The proposed development is represented by the Applicant to consist of 29 lots in Phase 2 and 53 lots in Phase 3 for a total of 53 residential lots and detention basin/open space. The Applicant also attended Hooper Irrigation Board of Director's Meeting recently and indicated his desire to obtain a "Preliminary Will Serve" letter from Hooper Irrigation Company indicating its ability to service the lots with secondary pressurized irrigation water.

The subdivision plat plan has been reviewed by Hooper Irrigation and changes, if any, were provided to the Applicant and will be incorporated as a condition of any Final Will-Serve letter. The foregoing project appears to be within the service boundaries of Hooper Irrigation Company. Hooper Irrigation Company has pressurized irrigation water available for this

proposed project as represented. Therefore, Hooper Irrigation provides this Preliminary Will-Serve letter with the following stated conditions prior to issuance of a Final Will Serve Letter:

1. Hooper Irrigation Company provides its service intention for this project only, and this preliminary service is effective for a period not exceeding one year from the date of this letter.
2. Applicant must pay the repair cost of \$73,700.00 to Hooper Irrigation. Cost was incurred by Hooper Irrigation to repair and relocate the noncomplying secondary water main line installed by Developer along 1800 South in Taylor for service to the Winston Park Subdivision. Developer did not locate the main pipeline in the corridor designated on the permit with Weber County, and Weber County required relocation of the pipeline to comply.
3. Hooper Irrigation water shares will need to be deeded to Hooper Irrigation for your lots by the developer. Based upon lot sizes Phase 2 will require 7 shares, Phase 3 requires 5 for a total of **12 shares**.
4. Secondary water meters will be required on every lot in accordance with State law.
5. Connection/meter fees (currently \$7,050 per 1 inch connection and \$14,000 per 1 ½ inch) will be required of the developer. The open space lot will require a 1 ½ inch connection. The fee required for Phase 2 is \$218,450 and Phase 3 is \$169,200 for a total of **\$387,650**.
6. Plans will need to be prepared by Developer's Engineer for the waterlines in the development and across the frontage of the development. Plan and profile of all irrigation lines is needed to determine the locations of air/vacs and drains.
7. Any existing ditches on the property will need to be piped with a minimum of 18" RCP pipe and or be able to carry a minimum of 3 CFS. The developer's engineer will need to perform calculations and design the pipe to convey historic flows to all downstream users.
8. An assigned board member must visit the site to confirm service, tail water, and drainage ditches. Once plans are generated, final recommendations on ditch piping can be made.
9. The developer must meet with the Hooper Irrigation Board (2nd Monday each month).
10. There are several conflicts with storm drain and irrigation pipes. Several changes will need to be completed on the drawings to eliminate conflicts.
11. On the drawings move valves to right of way lines (back of sidewalk)
12. Irrigation meters need more separation from culinary meters: On the drawings show a minimum 5 feet between irrigation and culinary meters
13. The irrigation lines cannot be directly over storm drain infrastructure. On Sheet 9 SDIB SDIB#439 and Sheet 11 SDIB #440 and #442 the storm drain needs to move or

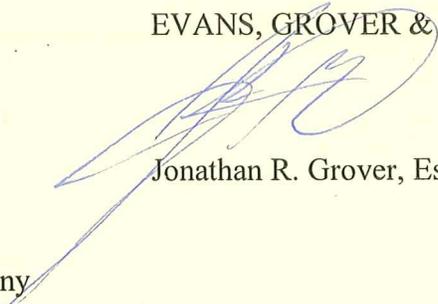
the irrigation lines need to move to allow for future maintenance of the storm drain and Irrigation lines.

14. Blow off needs to be shown at the end of three laterals to town homes.
15. Provide a 1.5-inch meter to open space area 1.5 from 1800 South.
16. Applicant will pay all costs for connecting to existing infrastructure and all costs for additional construction, piping, inspection and hookup to Hooper Irrigation Company's water lines.
17. Applicant will perform all construction and services in accordance with Hooper Irrigation Company's policies and procedures, which are available to Applicant at the Company Office.
18. Applicant will be required to obtain all applicable authorizations and permits from Weber County, for any construction upon Weber County highways, rights-of-way and easements, and Applicant shall comply with all Weber County standards as required or permitted by Weber County.
19. Applicant will be required to obtain all applicable authorizations and permits from any municipalities for any construction upon any municipality roadways, rights-of-way and easements, and Applicant shall comply with all municipality standards as required or permitted by the applicable municipality.
20. Plans must be completed and approved by Hooper Irrigation Company prior to construction. Hooper Irrigation Staff shall be invited to the preconstruction meeting. Any fees must be paid prior to issuance of a Final Will Serve.

Additional provisions may be required of Applicant in the Final Will-Serve letter. If you have any questions, please contact the Hooper Irrigation Offices at (801) 985-8429.

Respectfully Yours,

EVANS, GROVER & BEINS, P.C.



Jonathan R. Grover, Esq.

JRG/  
Cc. Hooper Irrigation Company  
Chris Thomsen  
Wade Rumsey



# Staff Report to the Western Weber Planning Commission

Weber County Planning Division

## Synopsis

### Application Information

**Application Request:** File #ZMA2025-01, A public meeting on an application to rezone 30.65 acres of land generally known as the Bitton Dee rezone, located at approximately 601 South 3600 West, from the A-1 zone to the R1-15 zone.

**Agenda Date:** April 22, 2025

**Applicant:** Pat Burns

**File Number:** ZMA2025-01

**Frontier Project Link:** <https://frontier.co.weber.ut.us/p/Project/Index/21925>

### Property Information

**Approximate Address:** 601 South 3600 West, Unincorporated West Weber

**Parcel Numbers:** 15-046-0066, 15-045-0004

**Current Zone(s):** A-1 Zone

**Proposed Zone(s):** R1-15

### Adjacent Land Use

<b>North:</b>	Large-lot residential, Agriculture	<b>South:</b>	Large-lot residential
<b>East:</b>	Large-lot residential, Riverbend Cluster	<b>West:</b>	Large-lot residential

### Staff Information

**Report Presenter:** Felix Lleverino  
flleverino@webercountyutah.gov  
801-399-8767

**Report Reviewer:** CE

## Applicable Ordinances

§Title 102, Chapter 5 Rezone Procedures.  
§Title 104, Chapter 2 Agricultural Zones.  
§Title 104, Chapter 12 Residential Zones.

## Legislative Decisions

When the Planning Commission is acting as a recommending body to the County Commission, it is acting in a legislative capacity and has wide discretion. Examples of legislative actions are general plan, zoning map, and land use code amendments. Legislative actions require that the Planning Commission give a recommendation to the County Commission. For this circumstance, criteria for recommendations in a legislative matter require a review for compatibility with the general plan and existing ordinances.

## Summary and Background

The applicant's proposal is to rezone the 30.65 acres that is currently vacant with agricultural crop farming. The change in zoning from Agricultural A-1 to the R1-15 would allow for a system of public roads and pathways connecting 4100 West Street to 3600 West Streets thereby resulting in a street block measuring 600' to 1500'.

This rezone, if approved, is recommended to be accompanied by a development agreement. Through this development agreement, the county can capture additional considerations unique to the property. The change in zoning will apply to the entire 30.65-acre parcels and the standards in the development agreement will apply to all lots within the rezone boundary.

In a work session with the planning commission that took place on February 11, 2025, the planning commission was ready to schedule this proposal for a public hearing where they will consider a recommendation to the County Commission.

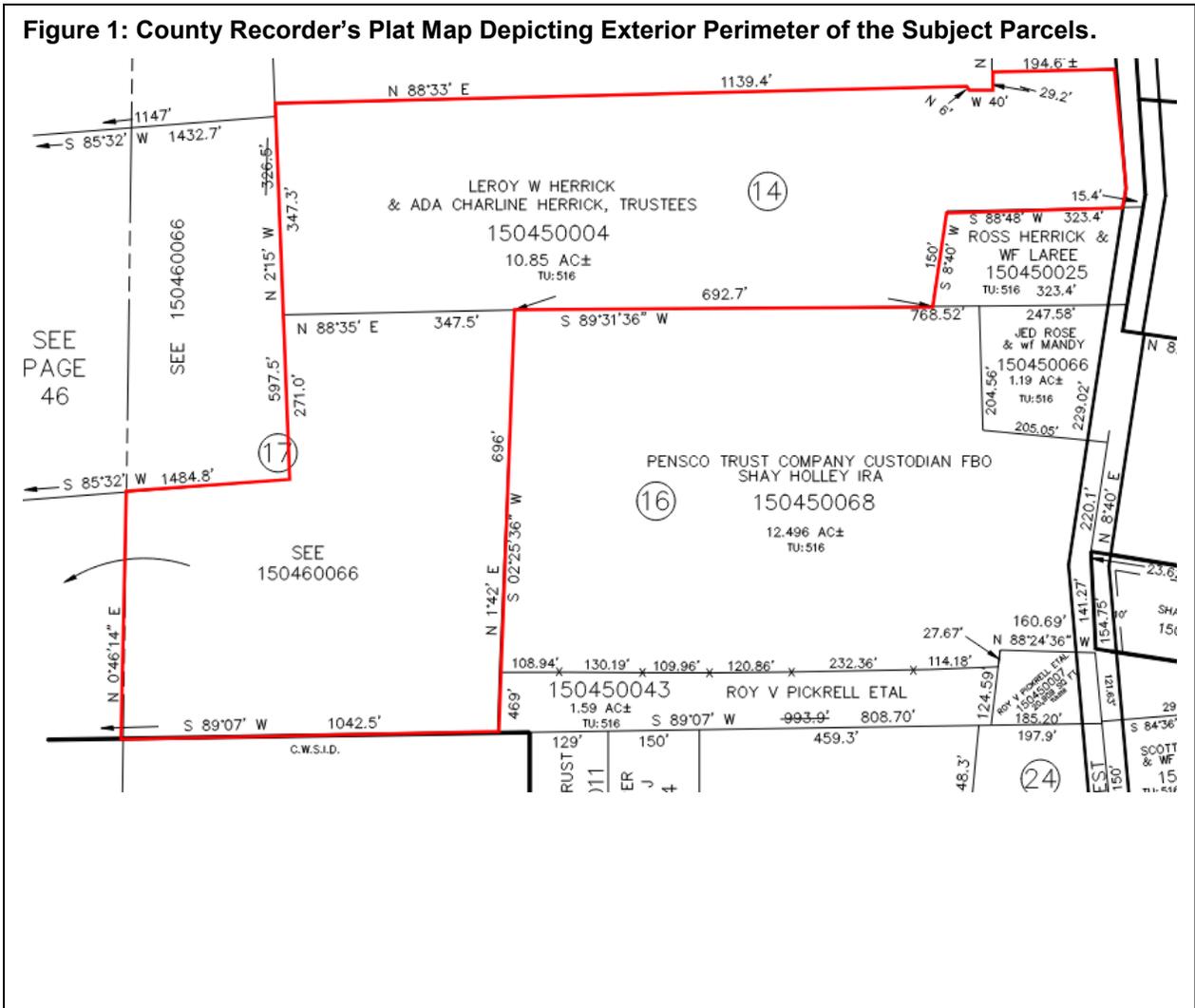
The first public hearing with the planning commission was held on March 11, 2025 however, the request for a positive recommendation was tabled by the planning commission until more details are included with the development agreement regarding 4100 West improvements, the total number of units, and comments from the county engineering department and attorney office are collected.

After an evaluation by the staff, to determine applicability with the General Plan, it is staff's recommendation that the planning commission forward a positive recommendation with additional standards included with the development agreement. Particularly that the necessary shoulder improvements to 4100 West Street are completed with the development.

Staff is recommending approval of the rezone.

### Policy Analysis

This request to amend the zoning map would result in the potential for the maximum of 91 lots. **Figures 1, 2** shows the subject parcels outlined in red.





## Zoning Analysis

The current zone of the subject property is A-1. **Figure 3**<sup>1</sup> displays current zoning for the area of the subject property. It also shows the configuration of the property within the larger context of the West Weber area. The A-1 zone is an agricultural zone and a low-density rural residential zone for low-intensity farming areas where agricultural pursuits and rural environment should be promoted and preserved where possible. The purpose and intent of the A-1 zone is to:

- “1. Designate low-intensity farm areas, which are anticipated to develop in a rural residential development pattern;
2. Set up guidelines to continue agricultural pursuits, including the keeping of farm animals; and
3. Direct orderly low-density residential development in a continuing rural environment.”<sup>2</sup>

**Figure 3: Current Zoning Map and the Subject Parcel(s).**



The entire property would be zoned to residential R1-15. The purpose of the R1-15 Zone is:

*“... to provide regulated areas for Single-Family Dwelling uses at three different low-density levels. The R1 zone includes the R1-15, R1-12, and R1-10 zones. [...]”<sup>3</sup>*

The proposed rezone can be observed in **Figure 4**<sup>4</sup>, with the red square depicting the proposed R1-15 zone.

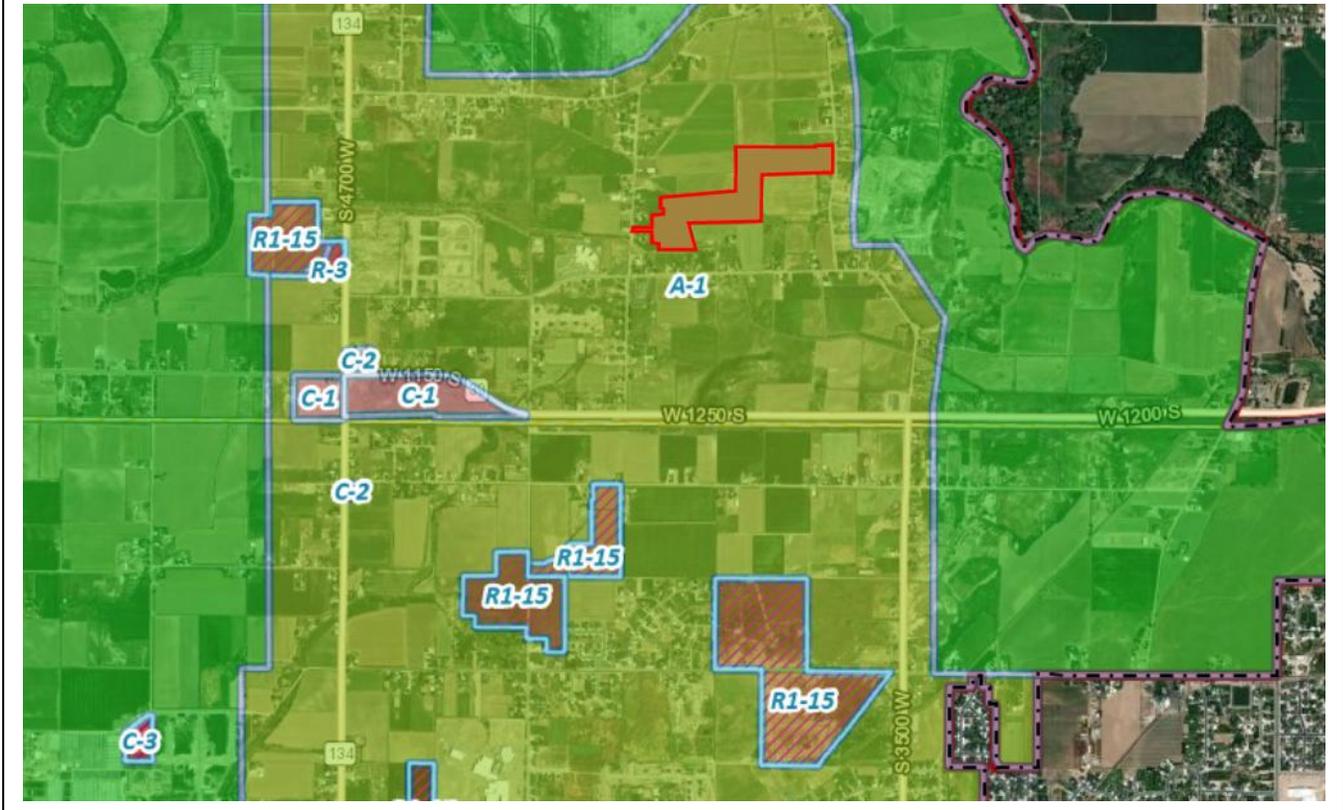
<sup>1</sup> See also Exhibit B.

<sup>2</sup> Weber County Code Section 104-2-1.

<sup>3</sup> Weber County Code Section 104-12-1.

<sup>4</sup> See also Exhibit C.

**Figure 4: Proposed Zoning Map and the Subject Parcel(s).**



The R1-15 Zone is intended to support single-family lots that are an average of 15,000 square feet in area. The R1-15 zone was specifically designed to support the residential directives that the Western Weber General Plan prescribes for this area. In addition to the creation of the R1-15 zone, following the directives of the general plan, Weber County also adopted modifications to its previously adopted street connectivity incentivized subdivision standards. Now, compliance with street connectivity standards in the R1 zones is mandatory. When applied to the project through a rezone development agreement, the county can obligate the developer to comply, and from there, all of the standards are compulsory.

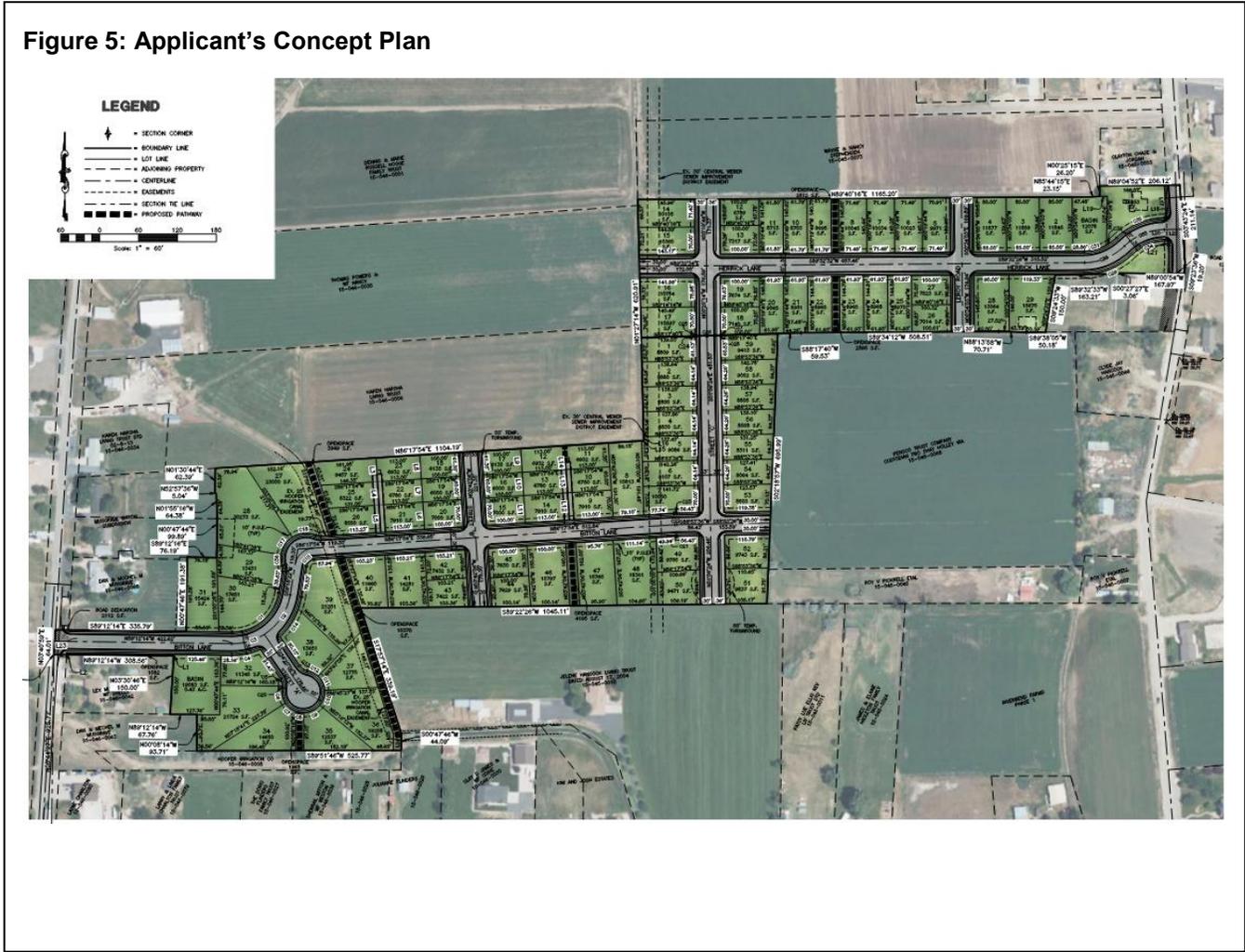
The Western Weber General Plan Vision Statement promotes and encourage the community's character through public space and street design standards, open space preservation and diversity of lot sizes and uses. This is carried out by making contributions to the Taylor West Weber Parks District, implementing street design standards of the R1-15 zone while expanding the variety of lot sized.

Through a development agreement, the county can also apply other regulations to the project that may help soften the strict requirements of code if those requirements do not make sense for the specifics of the project, or strengthen sections of code that may not adequately govern the specifics of the project.

Working with the applicant, planning staff have a high degree of confidence that the proposal can meet the R1-15 zone requirements, as well as street and pathway connectivity standards. The concept plan may need a few minor changes or reconfigurations here or there, as may be requested by staff prior to final adoption, but the planning commission should be able to find that these changes can successfully occur through the process of drafting a development agreement prior to final county commission consideration.

Exhibit D illustrates the proposed concept plan for the property. Figure 5<sup>5</sup> illustrates the concept plat that may include minor edits regarding road alignment. Over-all planning staff has no further requested edits at this time.

Figure 5: Applicant's Concept Plan



Weber County Code has six general decision criteria for determining whether a rezone is merited. They are as follows:

- a. Whether the proposed amendment is consistent with goals, objectives, and policies of the County's general plan.
- b. Whether the proposed amendment is compatible with the overall character of existing development in the vicinity of the subject property, and if not, consideration of the specific incompatibilities within the context of the general plan.
- c. The extent to which the proposed amendment may adversely affect adjacent property.
- d. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, stormwater drainage systems, water supplies, wastewater, and refuse collection.
- e. Whether the proposed rezone can be developed in a manner that will not substantially degrade natural/ecological resources or sensitive lands.
- f. Whether proposed traffic mitigation plans will prevent transportation corridors from diminishing below an acceptable level of service.

The following is an analysis of the proposal in the context of these criteria.

<sup>5</sup> See also Exhibit E  
Last revised 4/17/2025

**(a) Whether the proposed amendment is consistent with goals, objectives, and policies of the County's general plan.**

As a legislative decision, a rezone should advance the goals of the general plan, or at the very least, not be detrimental to them without good cause. The general plan is only a guiding document and not mandatory to follow, however, because it sets the desired future community outcome, deviation from it should be done with caution.

The community character vision is the filter through which all interpretation and understanding of the plan should be run. This is the vision to which all other visions and goals within the plan are oriented. It reads as follows:

*"While the pressure to grow and develop will persist, there is a clear desire for growth to be carefully and deliberately designed in a manner that preserves, complements, and honors the agrarian roots of the community. To do this, Weber County will promote and encourage the community's character through public space and street design standards, open space preservation, and diversity of lot sizes and property uses that address the need for places for living, working, and playing in a growing community."*<sup>6</sup>

The plan prioritizes the implementation of smart growth principles as development occurs. It encourages the county to utilize the rezone process as an opportunity to help developers and land owners gain the benefits of the rezone while implementing the public benefits of these principles. Because the general plan is *general* in nature, no one principle is absolutely mandatory except when adopted into the development code. Similarly, allowing a property to be rezoned is also not mandatory. Both the developer and the County have the ability to substantially gain if a rezone is negotiated well enough.

General Plan Smart Growth Principles

The general plan lists both basic and exemplary smart growth principles. The seven basic smart growth standards are:

1. Street connectivity.
2. Pathway and trail connectivity.
3. Open space and recreation facilities.
4. Dark sky considerations.
5. Culinary and secondary water conservation planning.
6. Emission and air quality.

The proposal's compliance with each of these standards are further provided in this report.

The following eight bullet points is a list of the general plan's exemplary smart growth principles (in italics). A staff analysis regarding how they may relate to this potential project follows each bullet point. Some of these principles are similar to the basic smart growth principles aforementioned, but are designed to provide even greater community benefits.

- *Provision for a wide variety of housing options.*
  - Allowing the developer to plan a residential development with a variety of lot sizes will help prevent the monotony of single-family suburbs while enhancing availability of different housing options.
- *Use of lot-averaging to create smaller lots/housing that responds to the needed moderate income housing.*
  - The developer has not proposed any moderate income housing for this development, however, what has been done in other areas would be to designate a certain percentage of the homes to be made available to the Weber Housing Authority, thereby increasing the supply of more affordable option will help curb the inflation of the housing market.

---

<sup>6</sup> Western Weber General Plan (p. 21)

- Staff is not specifically recommending a deed restriction for moderate income housing. If the planning commission desires the developer to specifically provide deed-restricted moderate income housing then the planning commission should add the requirement into the recommendation being sent to the commission.
- *Strong trail network with excellent trail connectivity that prioritizes bicycling and pedestrians over vehicles.*
  - The concept plan has strong sidewalk connectivity throughout, when making a comparison between the Future Streets and Transit map and this proposal, staff has identified an important canal pathway segment and a pathway section leading to planned open space and the elementary school to the west including pathways at intervals that qualify to connectivity requirements.
- *Strong street connectivity and neighborhood connections that avoid the use of cul-de-sacs or deadends.*
  - The applicant has done well to work with staff to provide quality street connectivity wherever possible.
- *Large and meaningful open space areas with improved parks, recreation, etc.*
  - The developer has offered a park donation of 7,500 per single-family unit. This contribution is important to the development of public parks and recreation services.
- *Homes that have higher efficiency ratings than required by local building codes.*
  - All buildings will be designed to an energy efficiency rating that is one climate zone colder than the area's designated climate zone. Gas-heated furnaces and water heaters shall have an efficiency rating of 95 percent or greater. *Homes that are built with smart appliances such as thermostats and sprinkler controllers.*
  - Staff recommends requiring smart thermostats and smart sprinkler controllers that will optimize efficiency while being an affordable upgrade. Onsite power generation with solar panels remains to be a wise investment. If the developer is able to include these features as a built-in upgrade, the planning commission may consider adding this limited requirement to the development agreement. To assist with affordability, perhaps this requirement can be waived for residences less than 1800 square feet or those deed restricted for moderate income housing, if any.
- *Provisions that create attractive communities for the long term and that create a distinctive sense of place.*
  - The planning commission may determine that the street and pathway connectivity, park donation, and park dedication accomplishes this principle.
  - One additional item for the planning commission to consider on this point: The neighborhood collector street connecting to 4100 West Street will experience increased pedestrian traffic for the elementary school and the planned open spaces. Road improvements such as road widening and a ten-foot wide pathway extending to the intersection of 900 South and 4100 West would serve as an added place-making feature. Furthermore, staff recommends that road improvements to 3600 West Street from the development south to the northern-most entrance to River Bend Subdivision.
- *Use of transferable development rights from agricultural lands identified for protection.*
  - The applicant does not desire to transfer more development to this project.

**(b) Whether the proposed amendment is compatible with the overall character of existing development in the vicinity of the subject property, and if not, consideration of the specific incompatibilities within the context of the general plan.**

Since the adoption of the General Plan, many developers have begun the process of transitioning this area from large-lot rural residential and agriculture to medium-lot residential. The development of local streets and utilities to landlocked farm parcels will add to the interest of developers in this area while adding interest and value to land owners who are seeking develop their land as large lot residential or medium-large-lot residential.

The lands directly adjacent to this proposal are predominantly large farm parcels that exceed the minimum size requirements of the Agricultural A-1 zone. Compatibility with the overall character of the existing development is closely related due to the residential uses, however, if other adjacent properties are zoned to the R1-15 zone there is the potential that the monotony of the medium-to large lot residential would fill-in the open farm grounds in the interior of this block. A measure to alleviate the compact nature of the design includes the planned 30' wide pathway corridors parallel to the slough and the mid-block pathway corridors. The general plan identifies that many agricultural uses may not be compatible with residential development/neighborhoods. It is worth evaluating how surrounding agricultural uses may affect this project, and vice versa.

The general plan suggests and acknowledges some incompatibilities will occur as the area develops over time. If the plan is followed, in time, the surrounding area is likely to be more similar to the character of this development than it is the character of the existing area.

***(c) The extent to which the proposed amendment may adversely affect adjacent property.***

When considering how this rezone might adversely affect adjacent property, there are a wide array of factors at play. These include impacts on private property rights and nuisances, as well as other factors such as impacts on a landowner's desires for their neighborhood and the intrinsic values they've imbued into that neighborhood.

First and foremost, the Planning Commission should prioritize fact-based adverse impacts. Then consider the perception-based impacts.

If rezoned, the development will change the immediate area. New streets and street connections will be constructed. Small, medium, and medium-large-lot residential uses should be expected. The smaller and relatively denser development will change the visual nature of the area, traffic volumes and patterns, and noise potential. The proposed uses are not expected to be greater than that found in a typical residential neighborhood. When developing, the applicant will be responsible for correcting any material degradation in services that the development might create for the area. Thus, other than potential increases to noise, most of the fact-based effects will be required to be mitigated by the applicant.

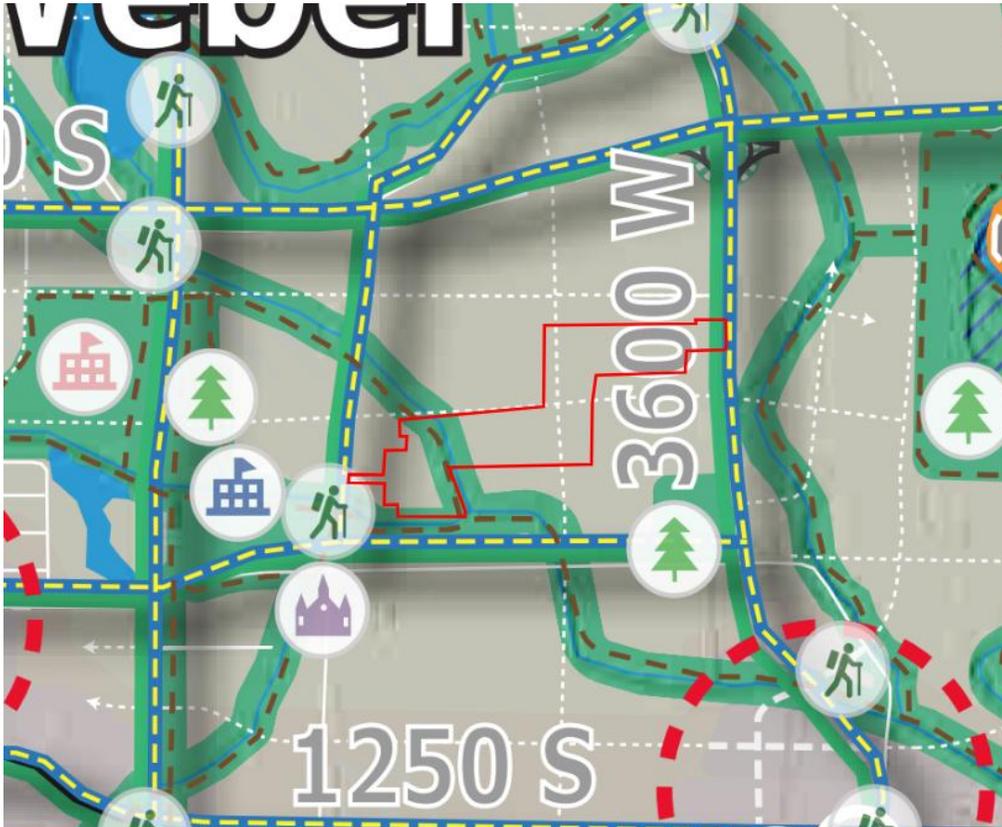
***(d) The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, stormwater drainage systems, water supplies, wastewater, and refuse collection.***

The County's adopted development regulations are designed to specifically require the developer to address their impact on local levels of service. As aforementioned, the applicant will be responsible for mitigating any material degradation of levels of service.

Roadways/Traffic. **Figure 6** shows the planned streets for the area, pursuant to the general plan.

Public roads planned throughout this development are designed for connectivity following the county code. Traffic volume from the proposal be directed to the surrounding neighborhood collectors known as 3600 West and 4100 West.

**Figure 6: Planned Streets – Western Weber General Plan**



Police and Fire Protection

An increased demand for fire, ambulance, and police services is a direct result of higher densities. It is not anticipated that this development will generate a greater per capita demand for police and fire protection than typical residential development in the area.

Stormwater Drainage Systems

This is not usually a requirement of rezoning, and is better handled at the time specific construction drawings are submitted. This occurs during subdivision application review.

Water Supply

The property is within the Taylor West Weber Water District boundaries. The applicant has provided a letter from the district that acknowledges the rezone application and the potential for them to serve.

In addition to the letter from Taylor West Weber, County Code<sup>7</sup> further specifies minimum culinary and secondary water requirements that are applicable to any subdivision. Like stormwater, these requirements are not actually applicable until the owner files an application for a subdivision, and they may change from time to time. But they are worth noting during the rezone process to provide the planning commission with

<sup>7</sup> Weber County Code, Section 106-4-2.010.

sufficient evidence and a sense of confidence that the provision for both culinary and secondary water is possible for the subject property.

Wastewater

Central Weber Sewer Improvement District will provide sewer services. The sanitary sewer lines gravity or pressure will be owned and maintained by Weber County.

Refuse Collection

It is expected at this time that this development will be served by the county's typical contracted garbage collection service. If different, this can be better fleshed out during subdivision review.

***(e) Whether the proposed rezone can be developed in a manner that will not substantially degrade natural/ecological resources or sensitive lands.***

The Utah Geological Survey Interactive Map provides an inventory of suspected wetlands across the Utah. The map shows that there are no wetlands on the property. Sensitive areas such as rivers and streams, important wildlife habitats and agricultural protection lands are not present within the site.

***(f) Whether proposed traffic mitigation plans will prevent transportation corridors from diminishing below an acceptable level of service.***

Based on the details already provided regarding street accessibility and street connectivity, the planning commission should be able to find that the applicant is proposing sufficient compensation for its impact on both existing and proposed transportation corridors with the inclusion of road improvements on the 4100 West Street.



3. *At least \_\_\_ percent of the homes should be deed restricted under the authority of the Weber Housing Authority for moderate income homeowners.*
4. *Example: Amend staff's consideration item # [ ]. It should instead read: [ \_\_\_ [desired edits here](#) \_\_\_].*
5. *Etc.*

I do so with the following findings:

*Example findings:*

1. *The proposed changes are supported by the General Plan. [Add specifics explaining how.]*
2. *The proposal serves as an instrument to further implement the vision, goals, and principles of the General Plan*
3. *The changes will enhance the general health, safety, and welfare of residents.*
4. *[Example: allowing short-term rentals runs contrary to providing affordable long-term rental opportunities]*
5. *Etc.*

#### **Motion to recommend [denial](#):**

I move we forward a negative recommendation to the County Commission for File #ZMA2025-01, an application to rezone approximately 31.4 acres of land located at approximately 601 South 3600 West, from the A-1 zone to the R1-15, as illustrated in Exhibit B. [I do so with the following findings:](#)

*Examples findings for denial:*

- *Example: The proposal is not adequately supported by the General Plan.*
- *Example: The proposal is not supported by the general public.*
- *Example: The proposal runs contrary to the health, safety, and welfare of the general public.*
- *Example: The area is not yet ready for the proposed changes to be implemented.*
- *[ \_\_\_\_\_ [add any other desired findings here](#) \_\_\_\_\_ ].*

#### **Exhibits**

Exhibit A: Development Agreement (see pages 23-36 for development standards)  
Exhibit B: Concept Plan  
Exhibit C: Utility Service Letters, Park District Letter

**Exhibit A – Development Agreement**

**DEVELOPMENT AGREEMENT**

**Between**

**WEBER COUNTY, UTAH**

**and**

***Pat Burns, Lync Development***

**Table of Contents**

[DEVELOPMENT AGREEMENT](#) .....16

[RECITALS](#) .....16

[AGREEMENT TERMS](#) .....16

1. [Incorporation of Recitals and Exhibits](#) .....16

2. [Effective Date, Expiration, Termination](#) .....17

3. [Definitions and Interpretation](#) .....18

4. [Conflicting Provisions](#) .....21

5. [Vested Rights and Reserved Legislative Powers](#) .....21

6. [Project Description](#) .....22

7. [Project Location and Illustration](#) .....23

8. [Development Standards](#) .....23

9. [Amendments, Modifications, and Revisions](#) .....31

10. [Miscellaneous Provisions](#) .....32

11. [General Provisions](#) .....34

12. [Notices](#) .....37

13. [Default and Remedies](#) .....38

14. [Entire Agreement](#) .....39

15. [Covenants Running with the Land](#) .....39

16. [Counterparts](#) .....39

[SIGNATURES](#) .....41

[Exhibit A – Property Legal Description](#) ..... **Error! Bookmark not defined.**

[Exhibit B – Property Graphic Depiction](#) ..... **Error! Bookmark not defined.**

[Exhibit C – Concept Plan](#) ..... **Error! Bookmark not defined.**

[Exhibit D – Associated Rezone Area](#) ..... **Error! Bookmark not defined.**

[Exhibit E – Street Cross Sections](#) ..... **Error! Bookmark not defined.**

[Exhibit F – Non-Street-Adjacent Pathway Cross Section](#) ..... **Error! Bookmark not defined.**

[Exhibit G – Street Fencing/Wall Examples](#) ..... **Error! Bookmark not defined.**

[Exhibit H – Trailhead Conceptual Design and Improvements](#) ..... **Error! Bookmark not defined.**

## DEVELOPMENT AGREEMENT

### Herrick Estates

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and Pat Burns, Lync Development ("Master Developer"), known together herein as the "Parties."

### RECITALS

**WHEREAS**, The Master Developer desires and intends to develop a *residential* subdivision (the "Project") in the unincorporated area of Weber County known as *West-Central Weber*;

**WHEREAS**, The Master Developer's objective is to develop in a manner that complements the character of the community and is financially successful;

**WHEREAS**, The County's objective is to only approve development that supports and advances the health, safety, and welfare of the community, as generally described in the general plan and as otherwise determined appropriate by the Board of County Commissioners;

**WHEREAS**, Development of the Property pursuant to this Agreement will result in benefits to the County by providing orderly growth, sustainable development practices, street and pathway connectivity, provisions for open space, dark sky lighting, and assurances to the County that the Property will be developed in accordance with this Agreement;

**WHEREAS**, Entering into this Agreement will result in significant benefits to the Master Developer by providing assurances to Master Developer that it will have the ability to develop the Property in accordance with this Agreement;

**WHEREAS**, Master Developer and the County have cooperated in the preparation of this Agreement;

**WHEREAS**, Prior to the execution of this Agreement, the Property's zone is/was Agricultural (A-1) and Master Developer desires to rezone the Property to the Residential R1-15 zone consistent with the terms and provisions contained herein;

**WHEREAS**, The parties desire to enter into this Agreement as a legislative means to specify the rights and responsibilities of the Master Developer to develop the Property as part of the Project as expressed in this Agreement and the rights and responsibilities of the County to allow and regulate such development pursuant to the requirements of the Agreement; and

**WHEREAS**, The Project will be located on land referred to herein as the "Property". The Property is as more specifically described in Error! Reference source not found. and illustrated in Error! Reference source not found.. A Concept Plan showing the general location and layout of the Project is contained in Error! Reference source not found..

**NOW, THEREFORE**, in consideration of the recitals (which are incorporated into the Agreement by this reference), the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### AGREEMENT TERMS

1. **Incorporation of Recitals and Exhibits.**

The foregoing Recitals and **Exhibits A- Property Legal Description** are hereby incorporated into this

Agreement.

**2. Effective Date, Expiration, Termination.**

**2.1. Effective Date.** The Effective Date of this Agreement is the latter of:

- 2.1.1.** The last date upon which it is signed by any of the Parties hereto;
- 2.1.2.** The recordation of this Agreement; or
- 2.1.3.** The recordation of the rezone ordinance to which this Agreement is associated and inextricably linked.

**2.2. Expiration and Zone Reversion.**

**2.2.1. Expiration of Agreement Related To Development of the Property.** The expiration of this Agreement as it relates to the development of the Property or the establishment of new uses on the Property shall be as provided in Section 2.2.3 of this Agreement, unless earlier terminated or modified by written amendment as set forth herein, or unless the use is abandoned as governed by the Code. In the case of abandonment, this Agreement shall terminate on the date abandonment has been determined. Upon expiration or termination of this Agreement, the portion of the Property that has not been developed as set forth in this Agreement, including any parcel or portion of parcel that could be further developed, shall thereafter be governed as follows:

- 2.2.1.1.** the rights and responsibilities set forth herein related to establishing new development on the Property or establishing new uses on the Property shall terminate; at which time the rights and responsibilities of the Prior Zone shall govern remaining development or the establishment of new uses on the Property; and
- 2.2.1.2.** the portion of the Property that has not been developed as set forth in this Agreement shall automatically revert to the Prior Zone without further Notice, unless the legislative body decides to keep the existing zone or rezone the Property in any other manner. The Parties agree that should zone reversion occur, the process due and provided for the adoption of this Agreement and related rezone accomplishes the process due for the zone map to be reverted to the Prior Zone, and any future owners of any portion of the Property are hereby on notice accordingly. Existing development and uses lawfully established under this Agreement prior to expiration or termination shall be deemed nonconforming rights, as governed by the Code and the Act.
- 2.2.1.3.** After the expiration or termination of this agreement, the legislative body may make changes to the zoning provisions established in Section 2.2.1.1 and Section 2.2.1.2 pursuant to their typical legislative authority.

**2.2.2. Expiration of Agreement Related to Ongoing Performance Responsibilities.**

Notwithstanding the expiration or termination of this Agreement, all ongoing operations, performance, and maintenance responsibilities such as, but not limited to, compliance with requirements pertaining to outdoor lighting, landscaping, noise, berming, buffering, screening, parks, pathways, or building or architectural designs shall remain in effect as legislatively adopted land use provisions that govern any development that has occurred on the Property pursuant to this Agreement. After the expiration or termination of this Agreement, typical legislative action shall be required to make changes thereto. This provision shall not be interpreted to be a restriction on

the County's legislative power to act otherwise if deemed appropriate at that time by the legislative body.

**2.2.3. Term.** This agreement expires ten years after the Effective Date.

**2.2.3.1. Reserved.**

**2.2.3.2. Reserved.**

**2.3. Termination.** This Agreement may be terminated by mutual written agreement of the Parties to this Agreement. This Agreement automatically terminates, without notice, in the following circumstances:

**2.3.1.** The term of this Agreement expires and is not extended as provided above;

**2.3.2.** The Project is abandoned or the use is discontinued, as provided for by Weber County Code Chapter 108-12.

**2.3.3.** The Master Developer defaults on any provision of this Agreement and the default is not resolved as specified in Section 13 of this Agreement; or

**2.3.4.** The provisions of Section 5.4 of this agreement take effect.

### **3. Definitions and Interpretation.**

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have the same meaning as provided by the Code, if applicable. When consistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall apply to all genders whenever the context requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental officials or entities refer to those officials or entities and their Successors. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision.

**3.1. Act** means the County Land Use, Development, and Management Act, Utah Code Ann. §§17-27a-101, et seq.

**3.2. Agreement** means this Development Agreement between the County and Master Developer, approved by the Board of County Commissioners, and executed by the undersigned, including all of this Agreement's exhibits.

**3.3. Applicant** means a person or entity submitting a Development Application, a Modification Application or a request for an Administrative Decision.

**3.4. Assignee** means a person or entity that assumes the rights and responsibilities of Master Developer pursuant to a valid assignment, as provided in Section 11.4 of this Agreement.

**3.5. Board of County Commissioners** means the elected County Commission of Weber County.

**3.6. Building Permit** means the County's building permit or building permit review process, as specified in the Code of Ordinances of Weber County.

**3.7. Buildout** means the completion of all of the development on all of the Property for all of the Project.

**3.8. Code** means the County's Code containing its land use regulations adopted pursuant to the Act.

**3.9. Concept Plan** means Error! Reference source not found., a conceptual plan for the Project w

hich is hereby approved by the County as part of this Agreement. The Concept Plan sets forth general guidelines for the proposed future development of the Property.

- 3.10. **County** means Weber County, a political subdivision of the State of Utah.
- 3.11. **County Consultants** means those outside consultants employed by the County in various specialized disciplines such as traffic, hydrology, legal, or drainage for reviewing certain aspects of the development of the Project.
- 3.12. **Default** means a material breach of this Agreement.
- 3.13. **Design Review** means the County's design review process, as specified in the Code.
- 3.14. **Development Application** means an application to the County for development of a portion of the Project including a Subdivision, a Design Review, a Building Permit, or any other permit, certificate, or other authorization from the County required for development of the Project.
- 3.15. **Development Standards** means a set of standards approved by the County as a part of the approval of the Concept Plan and this Agreement controlling certain aspects of the design and construction of the development of the Property including setbacks, building sizes, height limitations, parking and signage; and, the design and construction standards for buildings, roadways, and other Improvements.
- 3.16. **Effective Date.** "Effective Date" has the meaning set forth in Section 2 of this Agreement.
- 3.17. **Force Majeure Event** means any event beyond the reasonable control of the affected Party that directly prevents or delays the performance by such Party of any obligation arising under this Agreement, including an event that is within one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; pandemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to the Project caused by third parties; riot or similar civil disturbance or commotion; material or supply delay; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of governmental or judicial authority.
- 3.18. **Impact Fees** means those fees, assessments, or payments of money imposed by the County as a condition on development activity as specified in Utah Code Ann., §§ 11-36a-101, et seq.
- 3.19. **Improvements** means those improvements of public or private infrastructure which are specified in this Agreement, by the Code, or as a condition of the approval of a Development Application because they are necessary for development of the Property, such as local roads or utilities.
- 3.20. **Master Developer** means Pat Burns or its Assignees as provided in Section 11.4 of this Agreement.
- 3.21. **Modification Application** means an application to amend this Agreement.
- 3.22. **Non-County Agency** means a governmental entity, quasi-governmental entity, or water or sanitary sewer authority, other than those of the County, which has jurisdiction over the approval of any aspect of the Project.
- 3.23. **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.
- 3.24. **Outsourc[e][ing]** means the process of the County contracting with County Consultants to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this Agreement.
- 3.25. **Owner** means Pat Burns

- 3.26. Parcel** means any parcel of land within the Property created by any means other than a Subdivision plat, upon which development is not approved.
- 3.27. Parties** means the Master Developer and the County, including their Successors.
- 3.28. Pathway** means a 10-foot wide multi-use paved pathway that complies with Error! Reference source not found. or **Error! Reference source not found.** of this Agreement and any other requirements of the County Engineer.
- 3.29. Phase or Phasing** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer but in compliance with the Code and this Agreement.
- 3.30. Planning Commission** means the Planning Commission for the area in which the Property is located.
- 3.31. Prior Zone** means the zone in effect prior to the rezone to which this Agreement is linked.
- 3.32. Project** means the development to be constructed on the Property pursuant to this Agreement with the associated public and private facilities and all of the other aspects approved as part of this Agreement including its exhibits.
- 3.33. Property** means the land area on which the Project will be sited, as more specifically described in Error! Reference source not found. and Error! Reference source not found..
- 3.34. Proposed Taxing Entity or Proposed Tax** means the proposed inclusion of the Property within a taxing entity's area, or within the area of a specific tax, when the Property was not subject to the taxing entity or tax at the time this Agreement was executed, and when the taxing entity or tax is proposed to compensate for the provision of at least one public service or Improvement resulting from the growth and development of the Property or the general area. A Proposed Taxing Entity or Proposed Tax includes but is not limited to the proposed inclusion of the Property into a municipality, special service district, special district, assessment area, or any similar entity or tax.
- 3.35. Public Landscaping** means landscaping Improvements within street rights-of-way, in required Public Park Open Space, and on other properties owned by a public entity or required to be open to the public.
- 3.36. Public Park Open Space** means the area intended to meet the minimum 10 acres per 1,000 residents of public open space, whether improved or unimproved as may be specified in this Agreement.
- 3.37. Routine and Uncontested** means simple and germane to the Project or Property, having very little chance of affecting the general character of the area, and not anticipated to generate meaningful concern from the public.
- 3.38. Smart Watering Controller** is an automatic landscape watering controller that can connect to the internet to automatically adjust watering schedules or amounts based on local weather and environmental conditions, such as an Orbit B-Hyve smart controller or a Rainbird ESP smart controller.
- 3.39. Subdeveloper** means an entity not "related" (as determined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for Subdivision platting prior to development thereon.
- 3.40. Subdivision** means the division of any portion of the Project into a subdivision pursuant to the Act and/or the Code.
- 3.41. Subdivision Application** means the application to create a Subdivision.

**3.42. Successor** means a person or entity that succeeds to a Party's rights and responsibilities under this Agreement by any means, whether in whole or in part, and whether directly or indirectly. It does not include a purchaser or other transferee to whom Master Developer or its Successor conveys a lot within an approved subdivision.

**4. Conflicting Provisions**

The Code shall apply to each Development Application except as the County's Vested Laws are expressly modified by this Agreement (including any written provision in all exhibits thereto). For any conflict between the exhibits and this Agreement, this Agreement shall prevail. For any conflict between exhibits and each other, the most restrictive for Master Developer shall apply. The Parties agree that the graphic depiction of the Project provided in Error! Reference source not found. is conceptual in nature and designed to illustrate the general layout and configuration of the Project's streets, clusters of lots, trails, open spaces, and other amenities to which Master Developer shall be entitled. By nature of being conceptual, these exhibits may not show all specifics necessary for the Project to comply with all County's Vested Laws, which shall not be interpreted to be an exception to County's Vested Laws.

**5. Vested Rights and Reserved Legislative Powers.**

- 5.1. Vested Rights.** Master Developer shall have the vested right to develop and construct the Project on the Property in accordance with the R1-15 zone and other matters specifically addressed in this Agreement, subject to compliance with the terms and conditions of this Agreement and other applicable Code provisions in effect as of the Effective Date. The Parties intend that the rights granted to the Master Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity.
- 5.2. Existing Laws.** Except as otherwise specified in this Agreement, the Parties hereby mutually volunteer to the application of the Code, except Title 102, in effect at the time of the Effective Date herein, to the Project until this Agreement is terminated or expires. The Code is incorporated into this Agreement by reference.
- 5.3. Exceptions to Vested Rights.** The Parties understand and agree that the Project may be required to comply with future changes to the Code that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the County that would be applicable to the Project:
  - 5.3.1. County Discretion to Apply Future Laws.** County has full discretion to either apply or not apply any future law or adopted standard provided it does not explicitly conflict with any specific provision of this Agreement, except as may be allowed by Section 5.5 of this agreement.
  - 5.3.2. Written Agreement.** The Parties may mutually agree, in writing, to the application of future laws to the Project.
  - 5.3.3. Compliance with State and Federal Laws.** Future laws which are generally applicable to all properties in the County and which are required to comply with State and Federal laws and regulations affecting the Project.
  - 5.3.4. Safety Code Updates.** Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code (IBC), International Residential Code (IRC), the American Public Works Association (APWA) Specifications, American Association of State Highway and Transportation Officials

(AASHTO) Standards, the Manual of Uniform Traffic Control Devices (MUTCD), the National Association of City Transportation Officials (NACTO) or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety, or welfare;

**5.3.5. Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons and entities similarly situated;

**5.3.6. Fees.** Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the County, or a portion of the County as specified in the lawfully adopted fee schedule, and which are adopted pursuant to State law; and

**5.3.7. Impact Fees.** Impact Fees or modifications thereto which are lawfully adopted, imposed, and collected.

**5.4. Future Laws.** The Parties agree that this Agreement and the associated rezone offers mutual benefits based on existing laws. As such, a future law or binding judicial decision that limits or interferes with any of Master Developer's material responsibilities herein could prevent the County from realizing such expected benefits in a manner that, had the future law or binding judicial decision existed at the time of consideration, might have dissuaded the County from executing this Agreement or granting the associated rezone. Therefore, the Parties agree that if a future law is implemented or a binding judicial decision is issued that gives Master Developer the right or ability to avoid, limit, or interfere with any responsibility specified in this Agreement, Master Developer hereby waives the new right or ability in favor of maintaining the applicability and integrity of this Agreement. In the event the new right or ability is such that Master Developer's waiver still limits or interferes with the responsibility or the applicability thereof, then this Agreement automatically terminates as provided in **Section 2**. However, the termination shall be void and both Parties shall proceed as if no termination occurred if the County stipulates, in writing, to such.

**5.5. Reserved Legislative Powers.** Master Developer acknowledges that the County is restricted in its authority to limit its police powers by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the County all of its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation under its police powers, any such legislation shall only be applied to modify the vested rights of Master Developer as referenced herein under the terms of this Agreement based upon policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as codified in **Utah Code §17-27a-508**. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in similarly situated unincorporated areas of the County; and unless in good faith the County declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

## **6. Project Description.**

A residential subdivision within the R1-15 zone *that complies with the connectivity requirements of Code Section 106-2-1.020.*

7. **Project Location and Illustration.**

The Project is located on the Property as described in Error! Reference source not found., and i  
Illustrated in Error! Reference source not found..

8. **Development Standards.**

8.1. **Project Density.** In exchange for the benefits offered by the Master Developer in this Agreement, County agrees to allow no more than the following amount of dwelling units in the Project.

8.1.1. 88 total single-family dwelling units.

8.2. **Phasing.** The County acknowledges that Master Developer, Assignees of Master Developer, and/or Subdevelopers who have purchased Parcels of the Property may submit multiple applications from time-to-time to develop and/or construct portions of the Concept Plan for the Project in Phases. Allowance for Phasing is subject to the following and any other Phasing provision in this Agreement:

8.2.1. **Construction Drawings Required.** Phasing is only allowed if each Phase is based on an approved final plat that succeeds an approved preliminary plat/plan. A final plat for a Phase shall not be submitted or accepted until after a complete set of construction drawings for the entire preliminary plat has been approved by the County Engineer. The construction drawings shall include all required Improvements of this Agreement and the Code.

8.2.2. **Streets and Pathways.** Each Phase shall provide for the logical extension of Improvements of the public road and pathways system as conceptually represented in the Concept Plan;

8.2.3. **Project Improvements.** Each Phase shall provide logical extension of Improvements through and throughout the Project as approved by the County in compliance with the terms of this Agreement and other applicable provisions of the Code.

8.2.4. **Public Park Open Space.** Each Phase shall include its proportionate share of Public Park Open Space area and Improvements including, if applicable, pathways and trailheads. Each Phase shall provide for the platting and installing of a proportionate share of Public Park Open Space area and Improvements, even if such area or Improvements are not within or immediately adjacent to the subject Phase. Developer may propose which Public Park Open Space area and Improvements are provided for each Phase; however, the County has full discretion to require other Public Park Open Space area and Improvements if the County determines it is in the best interest of the community.

8.3. **Street Connectivity.** Master Developer hereby volunteers and agrees to follow the minimum street and pathway connectivity standards as provided in **Section 106-2-1.020 of the Code**. The County also agrees that the conceptual street layout illustrated in Error! Reference source not found. satisfactorily complies with that code section.

8.4. **Street Right-of-Way Dedication.** Master Developer agrees to dedicate or, if allowed by the County, otherwise reserve the Project's street rights-of-way, as illustrated and labeled in Error! Reference source not found., as public thoroughfares at no cost to the County.

8.4.1. **Minimum Requirements.** Each street right-of-way shall meet the minimum applicable width specifications illustrated in Error! Reference source not found..

8.4.2. **Project-Specific Right-of-Way Dedication.**

8.4.2.1. The 3600 West Street is planned to be an 80' ROW, the appropriate ROW dedication is required after being confirmed by a survey.

8.4.2.2. The 4100 West Street is planned to be a 66' ROW, the appropriate ROW dedication is required after being confirmed by a survey.

8.5. **Street Improvements.** Streets in or immediately adjacent to the Project shall be designed and installed by the Master Developer in accordance with their corresponding street cross sections depicted in Error! Reference source not found. and as more specifically provided as follows.

8.5.1. **Reserved.**

8.5.2. **Project-Specific Street Improvements.** Project-specific street Improvements include Improvements required to street rights-of-way that are adjacent to the Project, and to offsite streets as follows.

8.5.2.1. **Reserved.**

8.5.2.2. **Reserved.**

8.5.3. **Sidewalks.** Master Developer agrees that all public sidewalks in the project or along adjacent public rights-of-way shall be no less than five-feet wide.

8.5.4. **Driveway Accesses along Collector or Arterial Streets.** Master Developer agrees that no lot will be platted to provide driveway access to any collector or arterial street. County agrees to allow these lots to front these streets if they are provided access by means other than these streets.

8.5.5. **Street Trees.** All streets shall be lined with shade trees in the parkstrip. Trees lining an adjacent and parallel sidewalk or pathway shall suffice for the street's trees.

8.5.5.1. **Tree Canopy.** Except as otherwise provided herein, the trees shall be planted in intervals and of a species such that the expected tree crown will converge with the expected tree crown of the trees adjacent. The expected tree crown shall be the average crown of the tree species at maturity. County shall allow for reasonable gaps between expected tree crowns to accommodate driveways, streets, intersection clear-view triangles, and other right-of-way accommodations as determined appropriate by County. A reasonable gap is the width or expected width of the accommodation(s).

8.5.5.2. **Tree Selection.** At least two different tree varieties selected from County's adopted tree list shall be used and dispersed in a manner that avoids transmission of pests/disease, or as may otherwise be specified by an arborist certified by the International Society of Arborists, such that the trees have optimal chance of long-term survival.

8.5.5.3. **Tree Size.** No tree with a caliper less than two inches, as measured at the top of the root collar, shall be planted.

8.5.5.4. **Certificate of Occupancy.** No final certificate of occupancy for a dwelling unit shall be granted or effective until after the installation of all proposed trees, which shall clearly be in good health, in the parkstrip to which the lot is abutting.

8.5.6. **Street Tree Installation and Maintenance Alternatives.** Developer has the following two installation and maintenance alternatives options for street trees, or some combination if mutually agreeable by the Developer and Planning Director:

**8.5.6.1. Master Developer Controlled:**

- 8.5.6.1.1. Planting.** Tree planting shall be in accordance with best practices. Care shall be taken when planting a tree or when placing anything at the base of the tree so that the root's soils are not compacted.
- 8.5.6.1.2. Tree Watering.** Master Developer agrees to provide each street tree with a watering mechanism tied either to a homeowner's association master meter, or tied directly to the meter providing secondary water to the lot fronting the street Improvements. County may allow alternative tree watering methods if Master Developer:
  - 8.5.6.1.2.1.** can provide a watering plan that the County determines sufficient and appropriate for the health of the tree; and
  - 8.5.6.1.2.2.** volunteers to be responsible for tree care, pursuant to **Section 8.5.6.1.3**, for an additional two years after the end of the warranty period.
- 8.5.6.1.3. Tree Care.** Master Developer agrees to be responsible for tree health throughout the duration of the warranty period, after which the owner of the lot fronting the Improvements is responsible for the tree's health.

**8.5.6.2. County Controlled:**

- 8.5.6.2.1.** At Master Developer's expense, County shall contract with an arborist certified by the International Society of Arborists to install the trees. Master Developer shall provide a cash escrow for the full estimated cost of the installation as is typically required, including reasonable contingency costs and reasonable costs for tree replacements based on the average rate of establishment failure within the first year. If requested by the County, Master Developer agrees to periodically increase the escrow or reimburse the County to cover reasonable costs resulting from increases in labor and materials and/or inflation. Master Developer further agrees that County has full authority to draw from this escrow at any time to pay for the installation of street trees. For this alternative, County agrees to waive the required warranty period for the trees.
- 8.5.6.2.2.** Master Developer agrees on behalf of itself and future lot owners that no final certificate of occupancy shall be issued for any building until after the required trees and appropriate and operating irrigation mechanisms for the trees are installed. County shall have full authority, based on recommendations from its tree professional, to determine what an appropriate and operating irrigation mechanism is.
- 8.5.6.2.3.** If no appropriate and operating irrigation mechanism is provided, Master Developer agrees to compensate County for reasonable costs to routinely irrigate installed trees by whatever reasonable means necessary. County may recoup

this cost from the adjoining lot owner if unable to recoup from Master Developer.

- 8.5.6.2.4.** Master Developer shall provide each lot owner notice upon each lot sale of the tree installation program, including the owner's responsibility for long-term irrigation and tree maintenance pursuant to the Code.

**8.5.7. Public Landscaping.** The following are required for required landscaping within public rights-of-way and along public pathways:

- 8.5.7.1. Other Landscaping.** Additional plantings in addition to street and pathway trees may be placed within parkstrips and along pathways by the Master Developer or homeowners, to be operated and maintained either by the adjoining owner or a homeowners association.
- 8.5.7.2. Construction Drawings to Include Landscaping.** Each Development Application submitted shall provide a detailed Public Landscape plan that, at a minimum, shows landscaping materials proposed to be used, the proposed location, species, including the measurements of each tree's mature crown, and the method of vegetation irrigation.
- 8.5.7.3. Quality Control.** For best practices quality control, planting shall be conducted based on the recommendations from, and under the supervision of, an arborist certified by the International Society of Arborists. Written confirmation that best practices and provisions of this Agreement pertaining to Public Landscaping were followed for each planting or installation shall be provided to the County from the arborist, along with the certification number of the arborist, prior to the release of any financial guarantee for the Public Landscaping.

**8.5.8. Offsite or Project-Specific Street Improvements.** Master Developer agrees to construct, or cause to be constructed, the following.

- 8.5.8.1.** Street asphalt improvements to 4100 West Street, typical of a 66-foot public ROW with a ten-foot pathway on the east side of the street, are made from the north property line of 698 South to 900 South Street to connect with the 900 South Street and street adjacent pathway.
- 8.5.8.2.** Street asphalt improvements to 3600 West Street, similar to the section fronting Riverbend Cluster Subdivision will be made from the east entrance of the development south to 725 South Street.
- 8.5.8.3.** The neighborhood collector street aligned in an east west direction is made to be a 66-foot public ROW with a ten-foot pathway on the south side of the street.

**8.5.9. Secondary Egress.**

- 8.5.9.1.** Master Developer agrees that as the project is platted and constructed, street Improvements shall be installed such that at no time shall there be more than 30 lots or dwelling units on a single access street or route of streets before a second egress is installed. The second egress shall not loop back on any part of the single access street or route of streets.

**8.6. Non-Public Landscaping to be Water-Wise.** All lots within the development will implement

water-wise landscaping measures as follows.

**8.6.1. Smart Watering Controller.** A smart watering controller shall be installed and prewired for at least six irrigation zones. Pre-wiring includes the installation of a smart watering controller mounted near a 120 volt power outlet, and sufficient control wiring to reach the intended location of the valve box(es). The controller shall be installed on the lot prior to issuance of a certificate of occupancy.

**8.6.2. Project-Specific Water-Wise Requirements.**

**8.6.2.1.** All lots within the development will implement, at minimum, water-wise landscaping from section 108-7-12.

**8.7. Utilities.**

**8.7.1. Burying Utilities.** Master Developer agrees to underground all utilities in a manner that complies with adopted standards, including any existing overhead utilities within the Property and within any right-of-way adjacent to the Property. Long distance high voltage power transmission lines are exempt from this requirement.

**8.7.2. Sanitary Sewer.** Prior to issuance of the first Building Permit for the Project, Master Developer shall have the right and the obligation to construct or cause to be constructed a sewer collection and conveyance system.

**8.7.2.1. Sewer Treatment.** Master Developer recognizes that County is not a provider for sewer treatment services. Master Developer shall arrange sewer treatment services for the Project with a provider prior to submittal of a Development Application. If within an existing sewer district's adopted future annexation area, Master Developer agrees to annex the Property into the sewer district boundaries, if the sewer district allows it, prior to submittal of a Development Application. If the sewer district does not allow the annexation, County agrees that Master Developer may pursue other sewer treatment options that do not involve the County.

**8.7.2.2. Gravity Sewer Collection Lines.** Master Developer agrees to install, or cause to be installed, a gravity sanitary sewer collection system to, throughout, and across the Property, stubbing to adjacent properties in locations approved by the County Engineer. It shall be of sufficient size and at sufficient depth necessary to convey the anticipated future volume of sewage, at the lift station area's buildout, from the Project area to the lift station, as generally shown on the County's sewer master plan or as otherwise required by the County Engineer. The system shall be constructed to the specifications of the County.

**8.7.2.3. Project-Specific Sanitary Sewer Requirements.**

**8.7.2.3.1. Reserved.**

**8.7.2.3.2. Reserved.**

**8.7.3. Culinary and Secondary Water.** Master Developer recognizes that the County does not provide culinary or secondary water to the area and has no obligation to help Master Developer gain access to water services. Prior to issuance of the first Building Permit for the Project, Master Developer shall have the right and the obligation to construct or cause to be constructed culinary water and pressurized secondary water Improvements to and across the Property. Master Developer agrees to secure both culinary and secondary water from an existing culinary and secondary water provider

in the area.

**8.7.4. Stormwater.** Master Developer shall have the right and obligation to install a storm water drainage and detention system sufficient to support the storm water and drainage needs of the Project and adjacent public streets. The system shall be sized to support the anticipated storm water and drainage needs of the Project at full build-out such that multiple new drainage or detention facilities are avoided if possible in the future. The County Engineer has discretion to require the storm water facilities to be sized to accommodate the general area's anticipated storm water and drainage needs at the area's buildout or as otherwise recommended by the stormwater master plan. Unless otherwise allowed by the County Engineer, the storm water from the Project shall be sufficiently treated, as approved by County Engineer, before discharging into the Weber River or other water body.

**8.7.4.1. Stormwater Storage Ownership and Maintenance.** The County reserves the right to require the maintenance of a stormwater storage facility to be the responsibility of a homeowner's or landowner's association in the event the County Engineer determines that the proposed facility presents an inordinate demand for services.

**8.7.4.2. Project-Specific Stormwater Requirements.**

**8.7.4.2.1. Reserved.**

**8.7.4.2.2. Reserved.**

**8.7.5. Project-Specific Utility Requirements.**

**8.7.5.1. Reserved.**

**8.7.5.2. Reserved.**

**8.8. Parks and Open Space.** Master Developer agrees to help the County reach its goal of providing at least ten acres of Public Park Open Space per 1,000 persons. Master Developer understands that the creation and/or preservation of parks and open space is a critical part of the County's consideration for this Agreement, the associated rezone, and the additional density given. Further, the Parties agree that the per-dwelling unit cost to build parks to this standard in 2024 dollars equals approximately \$7,500.00. Given this, Master Developer agrees to provide, at no cost to the County, for the following parks, open space, and trails amenities:

**8.8.1. Parks Financial Donation.** *Master Developer agrees to donate \$7,500, adjusted by the annual rate of inflation, per residential lot to the County or, if required by the County, the ("Park District"). The inflation-adjusted amount will be calculated using the "Consumer Price Index for All Urban Consumers: All Items," using \$7,500.00 in 2024 dollars as the baseline. Master Developer agrees that this is a donation offered of the Master Developer's own free will as part of the consideration for this Agreement and associated rezone, which is a voluntary development choice made by Master Developer in lieu of developing using the Prior Zone. As such, this donation is not a fee or exaction imposed by the County or Park District. Master Developer agrees to remit these funds prior to recordation of a subdivision plat. No building division or planning division application will be accepted or approved, and any that are approved shall be void, until the County receives this donation or a written confirmation of receipt of it from the Park District, if applicable.*

**8.8.1.1. Other Waterways.** *County may require open space corridors along creeks, sloughs, canals, or other waterways or former waterways specified in the general plan or others that can provide valuable public*

*open space or pathway connectivity to be dedicated.*

**8.9. Pathways and Trailheads.** Master Developer agrees to help the County's reach its goal of providing a walkable community wherein neighborhoods are interlinked to each other and to community destinations. Master Developer understands that the creation and interconnection of trails/pathways is a critical part of the County's consideration for this Agreement, the associated rezone, and the additional density given. As such, Master Developer agrees to install or cause to be installed the pathways as generally configured on the attached Concept Plan (Error! Reference source not found.) and as otherwise specified as follows.

**8.9.1. Pathway and Trailhead Dedication.** Master Developer agrees to dedicate the minimum area required for proposed pathways and, if applicable, trailheads. The minimum required pathway right-of-way and trailhead dedication shall comply with the configuration in the attached Concept Plan (Error! Reference source not found.), and Pathway Cross Section (Error! Reference source not found., or if adjacent to a street, Error! Reference source not found.). Pathway right-of-way and trailhead area shall count toward the minimum required Public Park Open Space area specified in **Section** Error! Reference source not found. of this Agreement. Dedication of pathway rights-of-way and trailhead area shall comply with that section, with the term "Park" being supplanted with the term "pathway" or "trailhead" as may be contextually applicable, except that the per-lot pro-rata share of pathway right-of-way shall be based on the amount of linear feet of pathway that can be constructed within such right-of-way and not solely on acreage.

**8.9.2. Pathway Improvements.** Unless specified in this Agreement otherwise, Master Developer agrees that each proposed pathway right-of-way, pursuant to **Error! Reference source not found.**, or required pathway right-of-way shall be developed as an improved pathway.

**8.9.2.1. Required Pathways.** Regardless of what is displayed in **Error! Reference source not found.**, a street-adjacent pathway shall be installed along each major residential, collector, and arterial street within or immediately adjacent to the Property.

**8.9.2.2. Pathway Trees.** Each pathway and sidewalk within the Project or along adjoining pathway rights-of-way shall be lined with shade trees. Pathway trees shall follow the same standards as set forth in **Section 8.5.5**. However, County agrees that if the Park District desires to have ownership, operation, or maintenance responsibility for a pathway right-of-way in or adjacent to the Project, Master Developer's responsibility for tree health ends after County has been notified, in writing, by the Park District that the Park District will assume said ownership, operation, or maintenance responsibility.

**8.9.2.3. Non-Street Adjacent Pathway Landscaping.** For a pathway that is not adjacent to a street, Master Developer shall place three-inch plus rock, six-inches deep, on the shoulders of each pathway, with a weed barrier beneath. Alternatively, County agrees that Master Developer may install alternative planting and landscaping as long as it is operated and maintained by a homeowner's association. Refer to Error! Reference source not found. for a depiction of these pathways.

**8.9.2.4. Construction Drawings to Include Landscaping.** Each subdivision's improvement plans shall provide a detailed Public Landscape plan that, at a minimum, shows landscaping materials proposed to be used, the proposed location, species, including the

measurements of each tree's mature crown, and the method of vegetation irrigation.

**8.9.2.5. Pathway Crossing of Residential Street.** Wherever a pathway intersects with a residential street, Master Developer agrees to install or cause to be installed the following in accordance with **NACTO** and other applicable best practice standards:

**8.9.2.5.1. Raised Crosswalk.** A raised crossing with a zebra-style crosswalk. The raised crossing shall be constructed of concrete and be designed as a six-inch high ramped speed table with six-foot ramps or greater if required by the County Engineer. The top (horizontal) of the speed table shall be at least ten-feet wide. Notification signage shall be posted in advance of the speed table.

**8.9.2.5.2. Curb Extensions.** Curb extensions (bulb-outs) shall be installed for pathway street crossings on both sides of the applicable street. A curb extension (bulb-out) shall be constructed to constrict a residential street width to no greater than 24 feet, or 36 feet if the street has or is planned to have an on-street bike lane. The County Engineer has discretion to modify this width if the street's design is different than the County's standard. Each curb extension shall be marked with a traffic delineator as prescribed by the County Engineer or County Roads Supervisor. If Master Developer is not responsible for other street Improvements on the opposite side of a street, the following minimum curb extension requirements shall be installed on that side.

8.9.2.5.2.1. Each end of the curb extension shall at least provide a temporary means of directing drainage to the intended or expected drainage collection system or swale;

8.9.2.5.2.2. The curb extension shall provide pedestrians a convenient and safe transition from the crossing to whatever historic pedestrian facility exists there. If no formal NACTO-standard pedestrian facility exists on that side, Master Developer shall post a "Crossing Temporarily Closed" sign at the entrance of the crosswalk, or as otherwise required by the County Engineer or Roads Supervisor.

8.9.2.5.2.3. The County Engineer or Roads Supervisor may require other Improvements that minimize potential safety risks of the curb-extension, such as but not limited to, additional curbing, guardrail, signage, drainage and street shoulder Improvements. If required, Master Developer hereby agrees to install such Improvements.

**8.9.2.6. Pathway Crossing of Collector or Arterial Street.** On a collector or minor arterial street, the raised crosswalk (speed table) and curb

extensions pursuant to **Section 8.9.2.5** shall be installed in a manner as approved by the County or UDOT unless required otherwise by the County Engineer, UDOT, or the local fire authority. Regardless of whether a speed table or curb extension (bulb-out) is required, zebra style crosswalk is required, as is a double-sided battery powered user-activated rapid flashing beacon on both sides of the crossing in accordance with installation best practices, and crosswalk notification signage in advance of the crosswalk on both sides of the street. The rapid flashing beacons shall be hardwired to each other through underground conduit.

**8.10. Environmental and Air Quality Standards.** The Parties agree to implement the community's overall goal of minimizing development impacts on the environment to a reasonable degree practicable. As such, Master Developer agrees, on behalf of itself and all successive owners of the Project or of lots within the Project, to exceed minimum requirements of applicable building and construction codes and conventions by ensuring each dwelling unit is equipped with the following prior to receiving a final certificate of occupancy.

**8.10.1. Energy Efficiency.** All buildings will be designed to an energy efficiency rating that is one climate zone colder than the area's designated climate zone. Gas-heated furnaces and water heaters shall have an efficiency rating of 95 percent or greater.

**8.11. Outdoor Lighting.** Master Developer agrees that all outdoor lighting within the Project will be dark-sky friendly and as such will be governed by the County's Outdoor Lighting Ordinance, Chapter 108-16 of the Code.

## **9. Amendments, Modifications, and Revisions.**

This Agreement may be amended by mutual agreement of the Parties only if the amendment is in writing and approved and signed by Master Developer and County (an "Amendment"). The following sections specify what Project changes can be undertaken without the need for amendment of the Development Agreement, and what changes require Amendment to this Agreement.

**9.1. Who may Submit Modification Applications.** Only the County and Master Developer or an Assignee that succeeds to all of the rights and obligations of Master Developer under this Agreement (and not including a Subdeveloper) may submit a Modification Application.

**9.2. Modification Application Contents and Process.**

**9.2.1. Contents.** Modification Applications shall:

**9.2.1.1. Identification of Property.** Identify the property or properties affected by the Modification Application.

**9.2.1.2. Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.

**9.2.1.3. Identification of Non-County Agencies.** Identify any Non-County agencies potentially having jurisdiction over the Modification Application.

**9.2.1.4. Map.** Provide a map of any affected property and all property within one thousand feet (1000') showing the present or intended uses and density of all such properties.

**9.2.1.5. Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the County to cover the costs of

processing the Modification Application.

**9.2.2. County Cooperation in Processing Modification Applications.** The County shall cooperate reasonably in promptly and fairly processing Modification Applications.

**9.2.3. Planning Commission Review of Modification Applications.**

**9.2.3.1. Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in light of the nature and/or complexity of the Modification Application.

**9.2.3.2. Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding effect on the consideration of the Modification Application by the Board of County Commissioners.

**9.2.4. Board of County Commissioners' Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application the Board of County Commissioners shall consider the Modification Application.

**9.3. Project Facility Repair, Maintenance, and Replacement.** Master Developer shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement without amending the Agreement.

**9.4. Authorized Changes, Enlargements, or Alterations.** As set forth below, County staff may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project in their respective administrative capacities. The following types of Changes are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.

**9.4.1. Landscaping Changes.** Any changes to this Agreement's landscaping designs, guidelines, standards, plantings, materials and installation of the same anywhere in the project.

**9.4.2. De Minimis Changes.** Other de Minimis changes requested by the Master Developer, which are reasonably consistent with the intent of this agreement and the R1-15 Zone, and are Routine and Uncontested.

## **10. Miscellaneous Provisions.**

**10.1. Certificate of Occupancy Requirements.** The following are required prior to issuance of a certificate of occupancy.

**10.1.1.** Installation of street trees, as specified in **Section 8.5.5.4** of this Agreement.

**10.1.2.** Installation of a smart watering controller, as specified in **Section 8.6.1** of this Agreement.

**10.1.3.** Installation of a furnace that is at least 95% efficient, and installation of a smart thermostat, as specified in **Section 8.10.1** of this Agreement.

**10.1.4.** Installation of dark-sky friendly outdoor lighting, as specified in Section 8.11 of this Agreement.

**10.2. Financial Guarantee Requirements.** Master Developer agrees to be governed by the financial guarantee provisions in **Section 106-4-3** of the Code in effect at the time of the Effective Date. In addition to required Improvements listed in the Code, Master Developer

further agrees that the financial guarantee shall include all required Improvements specified in this Agreement. Prior to the release or partial release of certain financial guarantee funds, the following are required.

**10.2.1.** Written confirmation of implementation of landscape best practices from a qualified professional, as specified in **Section** Error! Reference source not found..

**10.2.2.** Written confirmation of implementation of landscape best practices from a qualified professional, as specified in **Section 8.5.7.3**.

**10.2.3.** Written letter of acceptance for Public Park Open Space Improvements, as specified in **Section** Error! Reference source not found..

**10.3. Financial Guarantee for Public Landscaping and Public Park Open Space.** Master Developer agrees to provide a financial guarantee to the County for required landscaping on public property and for required Public Park Open Space Improvements. The financial guarantee shall follow the same standards and processes as provided in Section 10.2 of this Agreement.

**10.4. Future Taxes, Services, and Districts.**

**10.4.1. District(s).** Master Developer agrees to annex the Property into any local taxing district if the purpose of that district is to provide any service necessary for the development of the property pursuant to this Agreement and the Code. Annexation shall occur prior to final plat recordation. If the project will be Phased, the entire preliminary plat/plan shall be annexed into said district(s) prior to recordation of the first plat.

**10.4.2. Municipal Services Tax.** Master Developer agrees that the County may impose additional tax to the Property to better accommodate for the municipal services demand of the Project, provided that the tax is reasonably necessary to provide the service(s).

**10.4.3. Restriction on Right to Protest Future Tax or Taxing Entity.** If the Property is ever within the boundaries of a Proposed Taxing Entity or Proposed Tax, and the process for applying the Proposed Taxing Entity or Proposed Tax to the Property includes the right for affected landowners to file a protest in a manner that could hinder the application of the Proposed Taxing Entity or Proposed Tax to the Property, Master Developer hereby waives the right to file the protest, and agrees that any protest filed is void. Master Developer does so on behalf of itself and all future owners who may obtain any interest in the Property. Future owners are hereby on notice that the right is waived. This provision applies unless the County Commission agrees, in writing, with and to the protest.

**10.5. Expert Review for Development Applications.** If the County subjects the Development Application to a review by County Consultants then payment of the reasonable and actual costs of the County Consultants' review shall be the responsibility of Applicant.

**10.6. Parcel Sales.** Master Developer may obtain approval of a Subdivision that does not create any individually developable lots in the Parcel without being subject to any requirement in the Code to complete or provide security for the Improvements at the time of the Subdivision except that the County may require as a part of the Subdivision of the Parcel the construction of perimeter Improvements such as curb and gutter, sidewalks and fire hydrants if reasonably necessary given the location of the Parcel Sale in relation to other development and the respective timing of the completion of such developments. The responsibility for completing and providing security for completion of any Improvements in the Parcel shall be that of the Master Developer or a Subdeveloper upon a further Subdivision of the Parcel that creates

individually developable lots. The provisions of the foregoing notwithstanding, no division shall be made that disproportionately splits the public spaces or public Improvements anticipated by this Agreement or the Code without first providing adequate security in a manner satisfactory to County to ensure those public improvements or spaces are provided.

- 10.7. Provision of Services.** The County agrees to provide all County services to the Project that it provides from time-to-time to other residents and properties within the County including, but not limited to, police and other emergency services. Such services shall be provided to the Project at the same levels of services, on the same terms and at the same rates as provided to other residents and properties in the County.

**11. General Provisions.**

- 11.1. Entire Agreement.** This Agreement, and all exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.
- 11.2. Headings.** The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.
- 11.3. No Third Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the County and Master Developer. Further, the parties do not intend this Agreement to create any third-party beneficiary rights. The parties acknowledge that this Agreement refers to a private development and that the County has no interest in, responsibility for or duty to any third parties concerning any Improvements to the Property unless the County has accepted the dedication of such Improvements at which time all rights and responsibilities for the dedicated public improvement shall be the County's.
- 11.4. Assignability.** The rights and responsibilities of Master Developer under this Agreement may be assigned as provided below by Master Developer with the consent of the County as provided herein.
- 11.4.1. Partial Assignment.** *Assignment is only allowed if in whole. No partial assignment of the Project or Property is allowed.*
- 11.4.2. Sales not an Assignment.** Master Developer's selling or conveying a lot in any approved Subdivision or Parcels or any other real estate interest within the Project, to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the County. Despite the selling or conveyance, Master Developer still maintains all rights, responsibilities, and obligations of this Agreement relative to development on the sold or conveyed property.
- 11.4.3. Related Party Transfer.** Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the County Notice of any event specified in this subsection within ten (10) days after the event has occurred. Such Notice shall include providing the County with all necessary contact information for the newly responsible Party.

**11.4.4. Notice.** Master Developer shall give Notice to the County of any proposed assignment and provide such information regarding the proposed Assignee that the County may reasonably request in making the evaluation permitted under this Section. Such Notice shall include the following.

**11.4.4.1.** All necessary contact information for the proposed Assignee.

**11.4.4.2.** The entry number of this Agreement on file in the Office of the Weber County Recorder, and entry number to any successive amendments thereto or other agreements that may affect this Agreement or amendments thereto.

**11.4.4.3.** A verbatim transcription of this **Section 11.4.** "Assignability," or future amendment thereof, if applicable.

**11.4.5. Grounds for Denying Assignment.** The County may only withhold its consent for the reasons listed herein.

**11.4.5.1.** If the County is not reasonably satisfied of the proposed Assignee's ability to perform the obligations of Master Developer proposed to be assigned;

**11.4.5.2.** If the County has reasonable concern that the assignment will separate the Project in a manner that creates unreasonable additional demand for any type of governmental service, including additional demand for coordination amongst Assignees or other administrative review services not otherwise anticipated at the time of the execution of this Agreement; or

**11.4.5.3.** If the County has reasonable concern that the assignment will separate the Project in a manner that negates the purpose of master planning the Project area as one complete development.

**11.4.6. Assignee Bound by this Agreement.** An Assignee shall be bound by the assigned terms and conditions of this Agreement.

**11.5. Binding Effect.** Except as otherwise specified in this Agreement, this Agreement shall be binding upon the Parties and their respective Successors, as well as all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Property, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.

**11.6. No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have unless the Party has waived the right in writing.

**11.7. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

**11.8. Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this Agreement, the County and Master Developer each shall designate

and appoint a representative to act as a liaison between the County and its various departments and the Master Developer. The initial representative for the County shall be the Planning Division Director and the initial representative for Master Developer shall be the presiding member of Lync Construction. The parties may change their designated representatives by Notice.

- 11.9. Mutual Drafting.** Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either Party based on which Party drafted any particular portion of this Agreement.
- 11.10. Utah Law.** This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.
- 11.11. Authority.** Each Party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.
- 11.12. Duty to Act Reasonably and in Good Faith.** Unless otherwise expressly provided, each Party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement.
- 11.13. Communication and Coordination.** The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.
- 11.14. Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.
- 11.15. Incorporation of Recitals and Introductory Paragraph.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
- 11.16. Subjection and Subordination.** Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments hereof. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to Master Developer or the County
- 11.17. Severability.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

**11.18. Other Necessary Acts.** Each of the Parties shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

**11.19. No Third Party Beneficiaries.** All bonds, including but not limited to performance, warranty, and maintenance bonds, and related agreements are between the County, Master Developer (or contractor if applicable), and financial institution. No other party shall be deemed a third-party beneficiary or have any rights under this subsection or any bond or agreement entered into pertaining to bonds. Any other person or entity, including but not limited to owners of individual units or lots, shall have no right to bring any action under any bond or agreement as a third-party beneficiary or otherwise.

**12. Notices.**

**12.1. Written Notice.** Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by facsimile transmission or email.

**12.2. Addresses.** Notices shall be given to the Parties at their addresses set forth as follows in this section.

---

**If to the County:**

Weber County Commission  
2380 Washington Blvd, Ste #360  
Ogden, UT 84401

**With copies to:**

Weber County Attorney  
2380 Washington BLVD, Ste. #230  
Ogden, UT 84401

Weber County Planning Director  
2380 Washington BLVD, Ste. #240  
Ogden, UT 84401

---

**If to Master Developer:**

Pat Burns  
Lync Development

---

**12.3. Effectiveness Of Notice.** Except as otherwise provided in this Agreement, each Notice shall be effective and shall be deemed delivered on the earlier of:

**12.3.1. Physical Delivery.** Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending Party has confirmation of transmission receipt of the Notice).

**12.3.2. Electronic Delivery.** Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending Party has an electronic receipt of

the delivery of the Notice

**12.3.3. Mail Delivery.** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any Party may change its address for Notice under this Agreement by giving written Notice to the other Party in accordance with the provisions of this Section.

**13. Default and Remedies.**

**13.1. Notice of Default.** If Master Developer or a Subdeveloper or the County fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

**13.1.1. Contents of the Notice of Default.** The Notice of Default shall:

- 13.1.1.1. Claim of Default.** Specify the claimed event of Default, including the approximate date of when the event is determined to have begun;
- 13.1.1.2. Identification of Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;
- 13.1.1.3. Specify Materiality.** Identify why the Default is claimed to be material; and
- 13.1.1.4. Optional Proposed Cure.** If the County chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

**13.2. Dispute Resolution Process.**

**13.2.1. Conference.** In the event of any dispute relating to this Agreement, the Parties, upon the request of either Party, shall meet within fourteen (14) calendar days to confer and seek to resolve the dispute ("Conference"). The Conference shall be attended by the following parties: (a) the County shall send department director(s) and County employees and contractors with information relating to the dispute, and (b) Master Developer shall send Master Developer's representative and any consultant(s) with technical information or expertise related to the dispute. The Parties shall, in good faith, endeavor to resolve their disputes through the Conference.

**13.2.2. Mediation.** If this Conference process does not resolve the dispute within the 7-day Conference period, the Parties shall in good faith submit the matter to mediation. The Parties shall send the same types of representatives to mediation as specified for the "Conference" process. Additionally, the Parties shall have representatives present at the mediation with full authority to make a settlement within the range of terms being discussed, should settlement be deemed prudent. The mediation shall take place within forty-five (45) days of the Parties submitting the dispute to mediation. If the dispute is not able to be resolved through the mediation process in the 45-day period, the Parties may pursue their legal remedies in accordance with Utah and local law.

**13.3. Remedies.** If the parties are not able to resolve the Default by "Meet and Confer" then the parties may have the following remedies:

**13.3.1. Code Enforcement.** The Master Developer's failure to comply with this agreement constitutes a violation of the Land Use Code of Weber County, and is subject to the enforcement provisions and remedies thereof.

**13.3.2. Legal Remedies.** The rights and remedies available at law and in equity, including

injunctive relief and specific performance, but not damages.

**13.3.3. Enforcement of Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

**13.3.4. Withholding Further Development Approvals.** The right to withhold all further reviews, approvals, licenses, Building Permits and/or other permits for development of the Project in the case of a Default by Master Developer until the Default has been cured.

**13.3.5. Extended Cure Period.** If any Default cannot be reasonably cured within sixty days, then such cure period shall be extended so long as the defaulting Party can provide evidence that it is pursuing a cure with reasonable diligence.

**13.3.6. Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.

**13.4. Venue.** Any action to enforce this Agreement shall be brought only in the Second Judicial District Court for the State of Utah, Weber County.

**14. Entire Agreement.**

This Agreement, together with all exhibits hereto, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement is specifically intended by the Parties to supersede all prior agreements between them or recorded to the property, whether written or oral.

**15. Covenants Running with the Land**

The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots, as opposed to Subdivided plats or Parcels, in the Project shall (1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; and (2) have no right to bring any action under this Agreement as a third-party beneficiary or otherwise.

**16. Counterparts.**

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile or by e-mail shall be deemed originally signed copies of this Agreement.

**IN WITNESS HEREOF**, the Parties hereto, having been duly authorized, have executed this Agreement.

(Signatures on following pages)

**SIGNATURES**

**“County”**

**Weber County, a body corporate and politic of the State of Utah**

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

*Commissioner Sharon Bolos*  
Chair, Weber County Commission

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Ricky D. Hatch, CPA  
Weber County Clerk/Auditor







**Attachment A – Project Area Legal Descriptions**





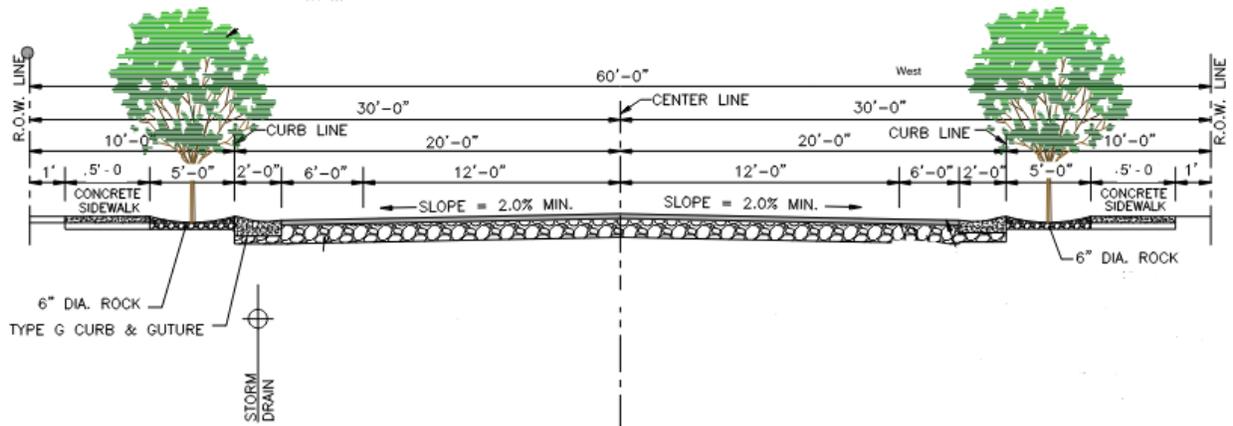
# Attachment C – Concept Plan



**Attachment D – Associated Rezone Area**



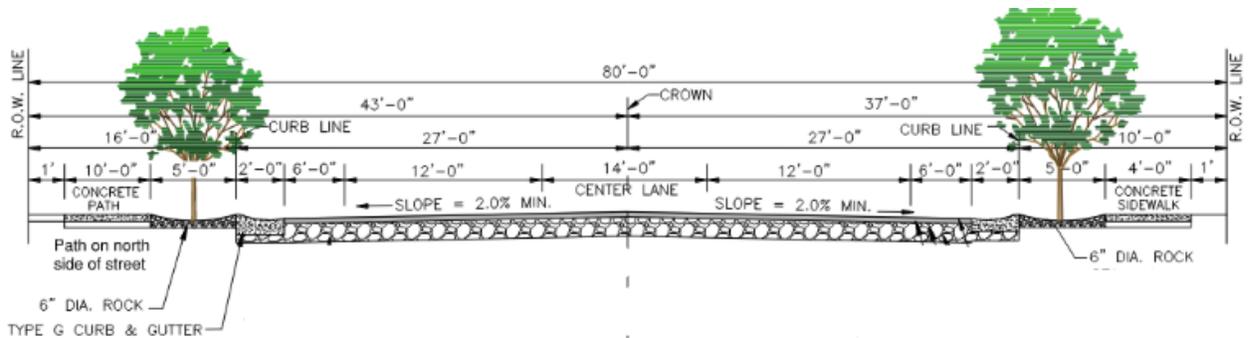
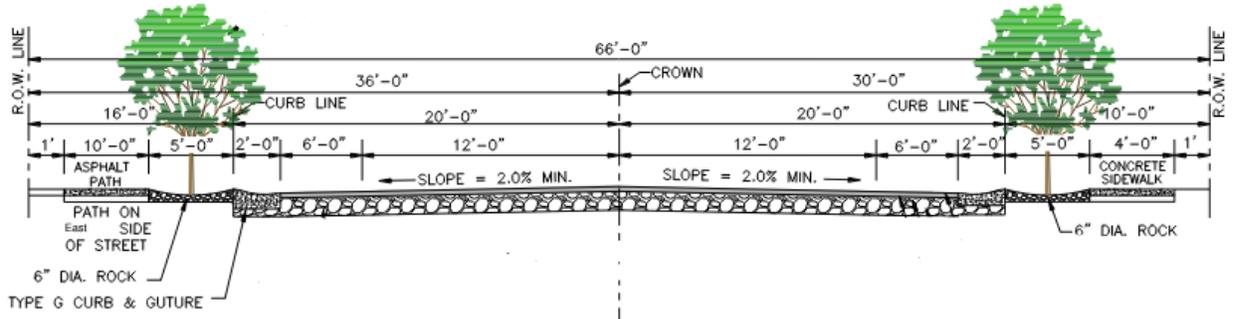
## Attachment E – Street, Pathway Cross Sections



### Street Section (60' R.O.W.)

SCALE: NONE

\*VERIFY LOCATION WITH PHONE, GAS AND POWER COMPANIES.

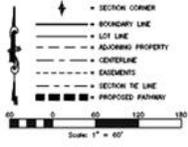






# Exhibit B

## LEGEND





2815 WEST 3300 SOUTH  
WEST HAVEN, UTAH 84401  
801-731-1668  
11/19/2024

Weber County Planning Commission  
2380 Washington Boulevard  
Ogden, Utah 84401

To Whom It May Concern:

This is to inform you that **Preliminary approval** has been given and the Taylor West Weber Water District ("the District") has the capacity to provide **only** culinary water for the Bitton/Herrick property. The property is located at 800 S. 4100 W. to 601 S. 3600 W. UT. This is proposed as an 87 lot subdivision. The District has the capacity to serve this for culinary purposes only. This subdivision will need to be connected to Hooper Irrigation for outdoor watering. No outdoor watering with Taylor West Weber Water. Taylor West Weber Water specifications and standards must be followed in all installation procedures.

Requirements before subdivision approval:

- Plan review fee \$200 per lot
- Plan approval
- Water rights impact fee= \$7,842 per lot

Requirements after subdivision approval:

- Secondary Water= Connect to Hooper Irrigation Water
- Impact/Connection fee=\$6,756 this is paid when building permits are requested.
- Taylor West Weber Water District reserves the right to make or revise changes as needed or as advised by the district engineer or the district attorney.

**FINAL APPROVAL AND SUBDIVISION APPROVAL MUST NOT BE ISSUED UNTIL APPROVAL IS GIVEN BY TAYLOR WEST WEBER WATER. THIS LETTER EXPIRES SIX MONTHS FROM THE DATE IT IS ISSUED IMPACT FEES ARE SUBJECT TO CHANGE BASED ON THE IMPACT STUDY.** Water right and plan review fees must be paid before approval for construction of the water infrastructure is given.  
Expires 5/19/2025

Sincerely, 

Ryan Rogers – Manager

Taylor West Weber Water District



PO Box 184	Phone: (801)985-8429
5375 S 5500 W	Fax: (801)985-3556
Hooper, Utah 84315	<a href="mailto:hooperirrigationco@msn.com">hooperirrigationco@msn.com</a>

December 12, 2024

Weber County Planning Commission  
2380 Washington Blvd, Ste 240  
Ogden, Utah 84401

RE: PRELIMINARY WILL SERVE LETTER – West Weber Unnamed Subdivision

There is a proposed subdivision located in West Weber relating to two separate but adjacent parcels: located at approximately 800 S 4100 W and 601 S 3600 W and consists of 87 building lots. The subdivision is in the boundaries of the Hooper Irrigation Company service area and Hooper Irrigation is willing and able to provide secondary pressurized water for the subdivision.

The subdivision plat plan has been reviewed by Hooper Irrigation. The preliminary plans have been conditionally approved for the above subdivision. There are sufficient shares affiliated with the property to connect to the secondary pressurized system for the building lots and the shares are in good standing.

Any private ditches, drains, or tailwater ditches, within the boundaries of the subdivision will need to be piped with a minimum of 18-inch RCP, according to Hooper Irrigation standards and specs, to ensure a continuation of water flow for irrigation users. Ditches should not be planned to be located underneath building structures. This project only is in consideration and guaranteed service and the plan review are good only for a period of one year from the date of this letter, if not constructed. A final will serve letter will follow this letter after all plans have received final approval, fees have been paid, and water shares have been turned into Hooper Irrigation.

Hooper Irrigation's specifications are available at the Company office. If you have questions, please call 801-985-8429.

Sincerely,

Michelle Pinkston  
Office Manager  
Board Secretary



## Central Weber Sewer Improvement District

November 25, 2024

Felix Lleverino  
Weber County Planning Commission  
2380 Washington Blvd #240, Ogden, UT 84401

SUBJECT: Bitton  
Sanitary Sewer Service  
Will Serve Letter

Felix:

We have reviewed the request of Pat Burns to provide sanitary sewer treatment services to the subdivision called Bitton located at approximate address 800 S. 4100 W. proposed 87 residential lots. We offer the following comments regarding Central Weber Sewer Improvement District ('the District') providing sanitary sewer service.

1. At this time, the District has the capacity to treat the sanitary sewer flow from this subdivision. Inasmuch as the system demand continuously changes with growth, this assessment is valid for three (3) years from the date issued on this letter.
2. If any connection is made directly into the District's facilities the connection must be constructed in accordance with District standards and must be inspected by the District while the work is being done. A minimum of 48-hour notice for inspection shall be given to the District prior to any work associated with the connection.
3. Central Weber Sewer Improvement District is a wholesale wastewater treatment provider to Weber County. Connection to the sewer system must be through a retail provider, which we understand to be Weber County. The District will not take responsibility for the condition, ownership or maintenance of the proposed sanitary sewer lines (gravity or pressure) or system that will be installed to serve this subdivision.
4. The connection of any sump pumps (or similar type pumps) to the sanitary sewer system is prohibited during or after construction. The District's Wastewater Control Rules and Regulations state:



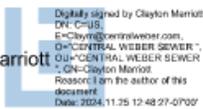
## Central Weber Sewer Improvement District

*Prohibited Discharge into Sanitary Sewer. No person shall discharge or cause or make a connection which would allow to be discharged any storm water, surface water, groundwater, roof water runoff or subsurface drainage to any sanitary sewer.*

5. **The entire parcel of property to be served must be annexed into the Central Weber Sewer Improvement District prior to any sewer service connection or connection to the District's facilities.** This annexation must be complete before the sale of any lots in the subdivision. Annexation into the District is permitted by the District's Board of Trustees. This will serve letter is a statement of available capacity and does not guarantee board approval of annexation.
6. Impact fees must be paid no later than the issuance of any building permits.

If you have any further questions or need additional information, please let us know.

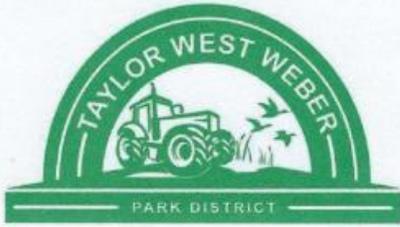
Sincerely,

Digitally signed by Clayton Marriott  
DN: cn=US,  
e=Claym@centralweber.com,  
o=CENTRAL WEBER SEWER,  
ou=CENTRAL WEBER SEWER,  
c=CN=Clayton Marriott  
Reason: I am the author of this  
document  
Date: 2024.11.25 12:48:27 -0700

Clay Marriott

Project Manager

CC: Chad Meyerhoffer, Weber County  
Kevin Hall, Central Weber Sewer  
Paige Spencer  
Pat Burns



## Taylor West Weber Park District

Dec. 4, 2024

Weber County Planning Commission,

Heather Owens, of Lync Construction ("Developer") has requested a letter of support from the Taylor West Weber Park District for their Bitton-Herrick Development subdivision being developed on a section of ground located in West Weber (approximate address of 800 S 4100 W between 601 S 3600 W.

At a Board of Trustees meeting held by the Taylor West Weber Park District (the "District") in an open and public meeting Dec. 4, 2024, the District approved support for the project which is comprised of approximately 87 single family dwellings. See attached site concept sketch plan.

The Developer has offered to the Park District a donation of \$7,500 per single family unit lot in the Subdivision as discussed in the District board meeting on Oct 3, 2024. This donation will help the District provide parks and recreational services to residents of the development and surrounding communities.

In exchange for the donation, the District hereby declares its support of the subdivision. This declaration is only valid to the extent that it satisfies Weber County's conditions for the rezone and the County's associated development agreement. If the Developer does not provide the donation to the District, then the District withdraws its support of the development.

This letter does not contractually bind the Developer to provide the donation to the District. Rather, it is a commitment from the District that, if the Developer provides the donation to the District, the District will support the Developer's proposed subdivision.

Sincerely,

*Shae Bitton*  
Treasurer for Shae Bitton 12/4/24  
Chair  
Shae Bitton  
Chair, Taylor West Weber Park District

cc: Weber County Planning Dept.  
Heather Owens  
Taylor West Weber Park Board

MEMO

TO: WESTERN WEBER PLANNING COMMISSION

FROM: CHARLIE EWERT

DATE: APRIL 17, 2025

RE: FURTHER CONSIDERATION AND POSSIBLE ACTION ON WESTBRIDGE MEADOWS REZONE APPLICATION.

In the planning commission's April 22<sup>nd</sup> meeting, the planning commission will once again review the Westbridge Meadows Master Plan application and associated draft development agreement to determine whether to forward a positive or negative recommendation for the rezone to the county commissioners. The draft development agreement for the proposal is attached hereto. A complete staff analysis of the proposal can be reviewed in the planning commission staff report dated March 11, 2025.

The planning commission held the requisite public hearing to receive public comments and considerations for the request on March 11, 2025. In that meeting, the planning commission tabled any action on the application pending receipt and review of additional information about water resource availability and setbacks/buffers from the neighboring Ogden Bay and the Weber River.

In the planning commission's April 15<sup>th</sup> meeting, the planning commission discussed water resources with the Weber Basin Conservancy District. Representatives from the district explained the state of water governance in relation to development, as well as provided valuable facts about existing and future growth/water trends, plans, and some concerns regarding water availability for new growth in the future. In that meeting the planning commission also considered the public's concerns regarding development next to adjacent sensitive lands and explored each other's thoughts on the matter. No decisions were made.

Please let me know if I can provide any additional or clarifying information.

DRAFT

**DEVELOPMENT AGREEMENT**  
**Between**  
**WEBER COUNTY, UTAH**  
**and**  
***Westbridge Development, LLC***  
**for the**  
***Westbridge Meadows Master Planned Community***

**Commented [A1]:**

Note to staff:

After editing this document for a specific development, run a compare (Review->Compare) with this template to verify edits do not accidentally omit items or change references.

DRAFT

**Table of Contents**

Table of Contents..... 2

DEVELOPMENT AGREEMENT ..... 5

RECITALS..... 5

AGREEMENT TERMS ..... 5

1. Incorporation of Recitals and Exhibits. .... 6

2. Effective Date, Expiration, Termination. .... 6

2.1. Effective Date..... 6

2.2. Expiration and Zone Reversion. .... 6

2.3. Termination. .... 7

3. Definitions and Interpretation. .... 7

4. Conflicting Provisions ..... 10

5. Vested Rights and Reserved Legislative Powers. .... 10

5.1. Vested Rights..... 10

5.2. Existing Laws. .... 10

5.3. Exceptions to Vested Rights..... 11

5.4. Future Laws..... 11

5.5. Reserved Legislative Powers. .... 12

6. Project Description. .... 12

7. Project Location and Illustration. .... 12

8. Development Standards..... 12

8.1. Project Density. .... 12

8.2. Phasing. .... 14

8.3. Street Connectivity. .... 16

8.4. Street Right-of-Way Dedication..... 16

8.5. Street Improvements. .... 18

8.6. Non-Public Landscaping to be Water-Wise..... 21

8.7. Utilities..... 21

8.8. Parks and Open Space. .... 23

8.9. Pathways and Trailheads..... 27

**Commented [A2]:** Need to make sure this table is updated before finalizing any agreement.

Make sure the section titles in the doc use the "Heading 1" format: Home>Styles

DRAFT

8.10. Environmental and Air Quality Standards. .... 31

8.11. Outdoor Lighting..... 31

9. Amendments, Modifications, and Revisions..... 32

9.1. Who may Submit Modification Applications..... 32

9.2. Modification Application Contents and Process..... 32

9.3. Project Facility Repair, Maintenance, and Replacement. .... 32

9.4. Authorized Changes, Enlargements, or Alterations..... 33

10. Miscellaneous Provisions..... 33

10.1. Certificate of Occupancy Requirements..... 33

10.2. Financial Guarantee Requirements..... 33

10.3. Financial Guarantee for Public Landscaping and Public Park Open Space... 33

10.4. Building Development or Design Requirements..... 34

10.5. **Reserved.**..... **Error! Bookmark not defined.**

10.6. Future Taxes, Services, and Districts..... 34

10.7. Expert Review for Development Applications. .... 34

10.8. Parcel Sales..... 34

10.9. Provision of Services.

11. General Provisions..... 35

11.1. Entire Agreement. .... 35

11.2. Headings..... 35

11.3. No Third Party Rights/No Joint Venture. .... 35

11.4. Assignability..... 35

11.5. Binding Effect..... 36

11.6. No Waiver..... 37

11.7. Severability..... 37

11.8. Appointment of Representatives..... 37

11.9. Mutual Drafting..... 37

11.10. Utah Law..... 37

11.11. Authority..... 37

11.12. Duty to Act Reasonably and in Good Faith. .... 37

DRAFT

11.13. Communication and Coordination ..... 37

11.14. Force Majeure..... 37

11.15. Incorporation of Recitals and Introductory Paragraph..... 37

11.16. Subjection and Subordination. .... 37

11.17. Severability. .... 38

11.18. Other Necessary Acts. .... 38

11.19. No Third Party Beneficiaries.. .... 38

12. Notices. .... 38

13. Default and Remedies..... 39

13.1. Notice of Default..... 39

13.2. Dispute Resolution Process. .... 39

13.3. Remedies..... 40

13.4. Venue..... 40

14. Entire Agreement. .... 40

15. Covenants Running with the Land ..... 40

16. Counterparts. .... 40

17. SIGNATURES..... 42

18. Exhibit A – Property Legal Description ..... 45

19. Exhibit B – Property Graphic Depiction ..... 46

20. Exhibit C – Concept Plan ..... 47

21. Exhibit D – Associated Rezone Area..... 48

22. Exhibit E – Street Cross Sections ..... 49

23. Exhibit F – Non-Street-Adjacent Pathway Cross Section..... 50

24. Exhibit G – Street Fencing/Wall Examples ..... 51

25. Exhibit H – Trailhead Conceptual Design and Improvements ..... 52

26. Exhibit I – Architectural Design Requirements..... 53

**DEVELOPMENT AGREEMENT**  
**Westbridge Meadows Master Planned Community**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and Westbridge Development, LLC, a Utah limited liability company ("Master Developer"), known together herein as the "Parties."

**RECITALS**

**WHEREAS**, The Master Developer desires and intends to develop a master planned mixed-use community (the "Project") in the unincorporated area of Weber County known as West-Central Weber;

**WHEREAS**, The Master Developer's objective is to develop in a manner that complements the character of the community as specified in the Western Weber General Plan and is financially successful;

**WHEREAS**, The County's objective is to only approve development that supports and advances the health, safety, and welfare of the community, as generally described in the general plan and as otherwise determined appropriate by the Board of County Commissioners;

**WHEREAS**, Development of the Property pursuant to this Agreement will result in benefits to the County by providing orderly growth, sustainable development practices, street and pathway connectivity, provisions for open space, dark sky lighting, and assurances to the County that the Property will be developed in accordance with this Agreement;

**WHEREAS**, Entering into this Agreement will result in significant benefits to the Master Developer by providing assurances to Master Developer that it will have the ability to develop the Property in accordance with this Agreement;

**WHEREAS**, Master Developer and the County have cooperated in the preparation of this Agreement;

**WHEREAS**, Prior to the execution of this Agreement and the associated rezone to which this agreement is inextricably linked, the Property's zone is/was A-3 and SOZ;

**WHEREAS**, Master Developer has pursued a rezone of the Property to the MPDOZ, R1-15, R1-12, R1-10, R1-5, R2, R3-A, R3-S, FB and O-1 zones consistent with the terms and provisions contained in this Agreement;

**WHEREAS**, The parties desire to enter into this Agreement as a legislative means to specify the rights and responsibilities of the Master Developer to develop the Property as part of the Project as expressed in this Agreement and the rights and responsibilities of the County to allow and regulate such development pursuant to the requirements of the Agreement; and

**WHEREAS**, The Project will be located on land referred to herein as the "Property". The Property is as more specifically described in **Exhibit A – Property Legal Description** and illustrated in **Exhibit B – Property Graphic Depiction**. A Concept Plan showing the general location and layout of the Project is contained in **Exhibit C – C Plan**.

**NOW, THEREFORE**, in consideration of the recitals (which are incorporated into the Agreement by this reference), the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**AGREEMENT TERMS**

1. **Incorporation of Recitals and Exhibits.**

The foregoing Recitals and Exhibits A-~~(X)~~ are hereby incorporated into this Agreement.

Commented [A3]: Variable.

2. **Effective Date, Expiration, Termination.**

2.1. **Effective Date.** The Effective Date of this Agreement is the latter of:

- 2.1.1. The last date upon which it is signed by any of the Parties hereto;
- 2.1.2. The recordation of this Agreement; or
- 2.1.3. The recordation of the rezone ordinance to which this Agreement is associated and inextricably linked.

2.2. **Expiration and Zone Reversion.**

2.2.1. **Term.** This agreement expires 30 years after the Effective Date.

2.2.1.1. If prior to the expiration of this agreement Master Developer has not been notified of any Default, or if any Default has been satisfactorily cured or is in the process of being satisfactorily cured as provided herein, then this Agreement shall be automatically extended for an additional 10 years.

2.2.1.2. **Reserved.**

2.2.2. **Zone Reversion; Expiration of Agreement Related To Development of the Property.** The expiration of this Agreement as it relates to the development of the Property or the establishment of new uses on the Property shall be as provided in Section 2.2.1 of this Agreement, unless earlier terminated or modified by written amendment as set forth herein, or unless the use is abandoned as governed by the Code. In the case of abandonment, this Agreement shall terminate on the date abandonment has been determined. Upon expiration or termination of this Agreement, the portion of the Property that has not been developed as set forth in this Agreement, including any parcel or portion of parcel that could be further developed, shall thereafter be governed as follows:

2.2.2.1. the rights and responsibilities set forth herein related to establishing new development on the Property or establishing new uses on the Property shall terminate; at which time the rights and responsibilities of the Prior Zone shall govern remaining development or the establishment of new uses on the Property; and

2.2.2.2. the portion of the Property that has not been developed as set forth in this Agreement shall automatically revert to the Prior Zone without further Notice, unless the legislative body decides to keep the existing zone or otherwise rezone the Property in any other manner. The Parties agree that should zone reversion occur, the process due and provided for the adoption of this Agreement and related rezone accomplishes the process due for the zone map to be reverted to the Prior Zone, and any future owners of any portion of the Property are hereby on notice accordingly. Existing development and uses lawfully established under this Agreement prior to expiration or termination shall be deemed nonconforming rights, as governed by the Code and the Act.

**2.2.2.3.** After the expiration or termination of this agreement, the legislative body may make changes to the zoning provisions established in **Section 2.2.2.1 and Section 2.2.2.2** pursuant to their typical legislative authority.

**2.2.3. Expiration of Agreement Related to Ongoing Performance Responsibilities.** Notwithstanding the expiration or termination of this Agreement, all ongoing operations, performance, and maintenance responsibilities such as, but not limited to, compliance with requirements pertaining to outdoor lighting, landscaping, noise, berming, buffering, screening, parks, pathways, or building or architectural designs shall remain in effect as legislatively adopted land use provisions that govern any development that has occurred on the Property pursuant to this Agreement. After the expiration or termination of this Agreement, typical legislative action shall be required to make changes thereto.

**2.2.4. Preserved Legislative Powers.** Nothing in this **Section 2.2** shall be interpreted to be a restriction on the County's legislative power to act otherwise if deemed appropriate at that time by the legislative body.

**2.3. Termination.** This Agreement may be terminated by mutual written agreement of the Parties to this Agreement. This Agreement automatically terminates, without notice, in the following circumstances:

**2.3.1.** The term of this Agreement expires and is not extended as provided above;

**2.3.2.** The Project is abandoned or the use is discontinued, as provided for by Weber County Code **Chapter 108-12**.

**2.3.3.** The Master Developer defaults on any provision of this Agreement and the default is not resolved as specified in **Section 13** of this Agreement; or

**2.3.4.** The provisions of **Section 5.4** of this agreement take effect.

### **3. Definitions and Interpretation.**

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have the same meaning as provided by the Code, if applicable. When consistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall apply to all genders whenever the context requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental officials or entities refer to those officials or entities and their Successors. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision.

**3.1. Act** means the County Land Use, Development, and Management Act, Utah Code Ann. §§17-27a-101, et seq.

**3.2. Agreement** means this Development Agreement between the County and Master Developer, approved by the Board of County Commissioners, and executed by the undersigned, including all of this Agreement's exhibits.

**3.3. Applicant** means a person or entity submitting a Development Application, a Modification Application or a request for an Administrative Decision.

**3.4. Assignee** means a person or entity that assumes the rights and responsibilities of Master Developer pursuant to a valid assignment, as provided in Section 11.4 of this Agreement.

- 3.5. **Board of County Commissioners** means the elected County Commission of Weber County.
- 3.6. **Building Permit** means the County's building permit or building permit review process, as specified in the Code of Ordinances of Weber County.
- 3.7. **Buildout** means the completion of all of the development on all of the Property for all of the Project.
- 3.8. **Code** means the County's Code containing its land use regulations adopted pursuant to the Act.
- 3.9. **Concept Plan** means **Exhibit C – C**, a conceptual plan for the Project which is hereby approved by the County as part of this Agreement. The Concept Plan sets forth general guidelines for the proposed future development of the Property.
- 3.10. **County** means Weber County, a political subdivision of the State of Utah.
- 3.11. **County Consultants** means those outside consultants employed by the County in various specialized disciplines such as traffic, hydrology, legal, or drainage for reviewing certain aspects of the development of the Project.
- 3.12. **Default** means a material breach of this Agreement.
- 3.13. **Design Review** means the County's design review process, as specified in the Code.
- 3.14. **Development Application** means an application to the County for development of a portion of the Project including a Subdivision, a Design Review, a Building Permit, or any other permit, certificate, or other authorization from the County required for development of the Project.
- 3.15. **Development Standards** means a set of standards approved by the County as a part of the approval of the Concept Plan and this Agreement controlling certain aspects of the design and construction of the development of the Property including setbacks, building sizes, height limitations, parking and signage; and, the design and construction standards for buildings, roadways, and other Improvements.
- 3.16. **Effective Date.** "Effective Date" has the meaning set forth in Section 2 of this Agreement.
- 3.17. **Force Majeure Event** means any event beyond the reasonable control of the affected Party that directly prevents or delays the performance by such Party of any obligation arising under this Agreement, including an event that is within one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; pandemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to the Project caused by third parties; riot or similar civil disturbance or commotion; material or supply delay; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of governmental or judicial authority.
- 3.18. **Impact Fees** means those fees, assessments, or payments of money imposed by the County as a condition on development activity as specified in Utah Code Ann., §§ 11-36a-101, et seq.
- 3.19. **Improvements** means those improvements of public or private infrastructure which are specified in this Agreement, by the Code, or as a condition of the approval of a Development Application because they are necessary for development of the Property, such as local roads or utilities.
- 3.20. **Master Developer** means [name of Master Developer] or its Assignees as provided in Section 11.4 of this Agreement.
- 3.21. **Modification Application** means an application to amend this Agreement.

Commented [A4]: Variable.

- 3.22. **Non-County Agency** means a governmental entity, quasi-governmental entity, or water or sanitary sewer authority, other than those of the County, which has jurisdiction over the approval of any aspect of the Project.
- 3.23. **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.
- 3.24. **Outsourc[e] [ing]** means the process of the County contracting with County Consultants to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this Agreement.
- 3.25. **Reserved**
- 3.26. **Parcel** means any parcel of land within the Property created by any means other than a Subdivision plat, upon which development is not approved.
- 3.27. **Parties** means the Master Developer and the County, including their Successors.
- 3.28. **Pathway** means a 10-foot wide multi-use paved pathway that complies with Exhibit E – Street Cross Sections or Exhibit F – Typical Pathway Cross Section of this Agreement and any other requirements of the County Engineer.
- 3.29. **Phase or Phasing** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer but in compliance with the Code and this Agreement.
- 3.30. **Planning Commission** means the Planning Commission for the area in which the Property is located.
- 3.31. **Prior Zone** means the zone in effect prior to the rezone to which this Agreement is linked.
- 3.32. **Project** means the development to be constructed on the Property pursuant to this Agreement with the associated public and private facilities and all of the other aspects approved as part of this Agreement including its exhibits.
- 3.33. **Property** means the land area on which the Project will be sited, as more specifically described in Exhibit A – Property Legal Description and Exhibit B – Property Graphic Depiction.
- 3.34. **Proposed Taxing Entity or Proposed Tax** means the proposed inclusion of the Property within a taxing entity's area, or within the area of a specific tax, when the Property was not subject to the taxing entity or tax at the time this Agreement was executed, and when the taxing entity or tax is proposed to compensate for the provision of at least one public service or Improvement resulting from the growth and development of the Property or the general area. A Proposed Taxing Entity or Proposed Tax includes but is not limited to the proposed inclusion of the Property into a municipality, special service district, special district, assessment area, or any similar entity or tax.
- 3.35. **Public Landscaping** means landscaping Improvements within street rights-of-way, in a required Public Park Open Space, and on other properties owned by a public entity or required to be open to the public.
- 3.36. **Public Park Open Space** means the area intended to meet the minimum 10 acres per 1,000 residents of public open space, whether improved or unimproved as may be specified in this Agreement. To qualify to count as Public Park Open Space, the parcel shall be an area that is at least 5,000 square-feet and no less than 20 feet in width at any given point.
- 3.37. **Routine and Uncontested** means simple and germane to the Project or Property, having very little chance of affecting the general character of the area, and not anticipated to generate

meaningful concern from the public.

- 3.38. **Smart Watering Controller** is an automatic landscape watering controller that can connect to the internet to automatically adjust watering schedules or amounts based on local weather and environmental conditions, such as an Orbit B-Hyve smart controller or a Rainbird ESP smart controller.
- 3.39. **Subdeveloper** means an entity not "related" (as determined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for Subdivision platting prior to development thereon.
- 3.40. **Subdivision** means the division of any portion of the Project into a subdivision pursuant to the Act and/or the Code.
- 3.41. **Subdivision Application** means the application to create a Subdivision.
- 3.42. **Successor** means a person or entity that succeeds to a Party's rights and responsibilities under this Agreement by any means, whether in whole or in part, and whether directly or indirectly. It does not include a purchaser or other transferee to whom Master Developer or its Successor conveys a lot within an approved subdivision.

#### 4. **Conflicting Provisions**

The Code shall apply to each Development Application except as the County's Vested Laws are expressly modified by this Agreement (including any written provision in an exhibit thereto). The following rules shall govern resolution of any conflicting provision herein or otherwise. County reserves the right to err interpretation more flexibly.

- 4.1. For any conflict between the exhibits and this Agreement, this Agreement shall prevail.
- 4.2. For any conflict between exhibits and each other, the most restrictive for Master Developer shall apply.
- 4.3. For any conflict within an exhibit, the most restrictive for Master Developer shall apply.
- 4.4. The Parties agree that the graphic depictions in the Community Plan are conceptual in nature and designed to illustrate the intended general layout and configuration of the important Project's streets, trails, open spaces, and other amenities to which Master Developer shall be entitled. By nature of being conceptual, these exhibits may not show all specifics necessary for the Project to comply with all of County's Vested Laws, which shall not be interpreted to be an exception to County's Vested Laws.

#### 5. **Vested Rights and Reserved Legislative Powers.**

- 5.1. **Vested Rights.** Master Developer shall have the vested right to develop and construct the Project on the Property in accordance with the density provided in **Section 8.1** and in compliance with the minimum standards of the R1-15, R1-12, R1-10, R1-5, R2, R3-A, R3-S, FB and O-1 zones in a configuration as depicted on **Page 8 of the Community Plan**, and other matters specifically addressed in this Agreement, subject to compliance with the terms and conditions of this Agreement and other applicable Code provisions in effect as of the Effective Date. The Parties intend that the rights granted to the Master Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity.
- 5.2. **Existing Laws.** Except as otherwise specified in this Agreement, the Parties hereby mutually volunteer to the application of the Code, except Title 102, in effect at the time of the Effective

Date herein, to the Project until this Agreement is terminated or expires. The Code is incorporated into this Agreement by reference.

- 5.3. Exceptions to Vested Rights.** The Parties understand and agree that the Project may be required to comply with future changes to the Code that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the County that would be applicable to the Project:
- 5.3.1. County Discretion to Apply Future Laws.** County has full discretion to either apply or not apply any future law or adopted standard provided it does not explicitly conflict with any specific provision of this Agreement, except as may be allowed by Section 5.5 of this agreement.
  - 5.3.2. Written Agreement.** The Parties may mutually agree, in writing, to the application of future laws to the Project.
  - 5.3.3. Compliance with State and Federal Laws.** Future laws which are generally applicable to all properties in the County and which are required to comply with State and Federal laws and regulations affecting the Project.
  - 5.3.4. Safety Code Updates.** Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code (IBC), International Residential Code (IRC), the American Public Works Association (APWA) Specifications, American Association of State Highway and Transportation Officials (AASHTO) Standards, the Manual of Uniform Traffic Control Devices (MUTCD), the National Association of City Transportation Officials (NACTO) or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety, or welfare;
  - 5.3.5. Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons and entities similarly situated;
  - 5.3.6. Fees.** Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the County, or a portion of the County as specified in the lawfully adopted fee schedule, and which are adopted pursuant to State law; and
  - 5.3.7. Impact Fees.** Impact Fees or modifications thereto which are lawfully adopted, imposed, and collected.
- 5.4. Future Laws.** The Parties agree that this Agreement and the associated rezone offers mutual benefits based on existing laws. As such, a future law or binding judicial decision that limits or interferes with any of Master Developer's material responsibilities herein could prevent the County from realizing such expected benefits in a manner that, had the future law or binding judicial decision existed at the time of consideration, might have dissuaded the County from executing this Agreement or granting the associated rezone. Therefore, the Parties agree that if a future law is implemented or a binding judicial decision is issued that gives Master Developer the right or ability to avoid, limit, or interfere with any responsibility specified in this Agreement, Master Developer hereby waives the new right or ability in favor of maintaining the applicability and integrity of this Agreement. In the event the new right or ability is such that Master Developer's waiver still limits or interferes with the responsibility or the applicability thereof, then

this Agreement automatically terminates as provided in Section 2. However, the termination shall be void and both Parties shall proceed as if no termination occurred if the County stipulates, in writing, to such.

**5.5. Reserved Legislative Powers.** Master Developer acknowledges that the County is restricted in its authority to limit its police powers by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the County all of its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation under its police powers, any such legislation shall only be applied to modify the vested rights of Master Developer as referenced herein under the terms of this Agreement based upon policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as codified in Utah Code §17-27a-508. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in similarly situated unincorporated areas of the County; and unless in good faith the County declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

**6. Project Description.**

A project description is more fully explained in Exhibit C: Community Plan.

**Commented [CE5]:** Need a unit accounting section -require subdevelopers to obtain ledger from Master Developer

**7. Project Location and Illustration.**

The Project is located on the Property as described in **Exhibit A – Property Legal Description**, and illustrated in **Exhibit B – Property Graphic Depiction**. Additional illustrations can be found in **Exhibit C – Community Plan.**

**Commented [CE6]:** Search **concept plan** throughout and change to this

**8. Development Standards.**

**8.1. Project Density, Restrictions, and Accounting.** In exchange for the benefits offered by the Master Developer in this Agreement the follow entitlements, and management thereof, are established:

**8.1.1. Maximum Residential Dwelling Units.** Up to **13,200** Residential Dwelling Units can be constructed in the project, or as many as can be sited and constructed in a manner that complies with all applicable development standards and requirements for the location of the build, whichever is less.

**8.1.2. Maximum Commercial Floor Area.** Up to **1,200,000** square feet of commercial floor area, or as many as can be sited and constructed in a manner that complies with all applicable development standards and requirements for the location of the build, whichever is less.

**8.1.3. Street Regulating Plan and Commercial Restriction.** Master Developer agrees that despite the established entitlements, no structure, except those reasonably necessary for utilities, streets, or Public Park Open Space improvements, shall be erected in the Form-Based Zone until after Master Developer obtains County's approval of one or more street regulating plans pursuant to Title 104, Chapter 22 of the Code. County shall adopt any reasonably configured street regulating plan proposed by Master Developer

as long as:

- 8.1.3.1. it complies with the purpose, intent, standards and descriptions of Title 104, Chapter 22, Form-Based Zone;
- 8.1.3.2. it complies with the connectivity and block standards of Section 106-2-1.020 parts (c), (d);
- 8.1.3.3. it steps down street types and building form as they approach the edges of the FB zone, except when adjacent to the O-1 zone, in a manner that provides a visually seamless transition of building form and use into the neighborhoods of the adjoining zone(s);
- 8.1.3.4. it contains an area that is no less than 50 acres;
- 8.1.3.5. the Form-Based Zone's required street cross section or, if mutually agreeable by County and Master Developer, other "main street" cross section is implemented; and
- 8.1.3.6. no part of the Project is in Default at the time the street regulating plan is adopted.

**8.1.4. Flexible Zone Edges.** Except along the outer edges of the Property and except for the Open Space O-1 zone demarking the 100-foot wide Weber River corridor, pursuant to Section XXX, the zone boundaries presented in the Community Plan shall be flexible such that any boundary can be established within 600 feet of its depicted boundary, provided that the material acreage of each zone does not change.

Commented [CE7]: Reference

**8.1.5. Transfers, Sending and Receiving Areas.**

- 8.1.5.1. FB Base density established by this agreement, Exempt from using FB zone's calculation
- 8.1.5.2. Residential Dwelling Units shall be allowed to transfer from any zone within the Property (sending area) into any other zone within the Property (receiving area) as long as at no time shall any zone in the Property contain greater than 15 percent more Residential Dwelling Units than would otherwise be allowed.

Commented [CE8]: Legal: Needs review against state code to verify we can say this and not have it be a map amendment.

**8.1.6. Used or Transferred Maximum Residential Dwelling Units.** Master Developer is responsible to the County for the accounting of, disposition of, or use of all Maximum Residential Dwelling Units within the Project regardless of who owns them or to what parcel(s) they are assigned. County shall have no obligation or authority to oversee, regulate, or mediate Master Developer's sale or other transfer of Maximum Residential Dwelling Units to any other party owning land within the Project, provided that their use is in compliance with this Agreement and the Code.

**8.1.7. Development Accounting Report.** With any subdivision application for the creation of one or more Residential Dwelling Unit or lot for one's siting, a Development Accounting Report, on a template approved by County, which shall be prepared by Master Developer, shall be submitted. It shall provide for the following:

Commented [CE9]: Defined?

- 8.1.7.1. **Consent.** Written consent from Master Developer, free from any conditions, indicating Master Developer's agreement to the submittal and processing of the subdivision application, and that the proposal meets all applicable requirements of this Agreement and the Code.

Commented [CE10]: Create as exhibit in this Agreement? You guys have any you've used or seen and liked? We have something but interested in seeing others.

- 8.1.7.2. **Ownership.** Ownership of the property that is subject of the subdivision

application;

- 8.1.7.3. **Maximum Units.** The total number of **Maximum Residential Dwelling Units** allowed in the Project, and the total number of Residential Dwelling Units allowed in each applicable zone;
- 8.1.7.4. **Units Previously Platted in Zone.** The count and percentage of the Maximum Residential Dwelling Units previously platted within any part of the Project, and the count and percentage of the total number of Residential Dwelling Units previously platted within any part of each applicable zone;
- 8.1.7.5. **Units in Ongoing Applications.** The count and percentage of the Maximum Residential Dwelling Units, and the count and percentage of the total number of Residential Dwelling Units in each applicable zone, that are part of an ongoing subdivision application, including those on an approved final subdivision plat not yet recorded;
- 8.1.7.6. **Zone Map.** A zone map illustrating with survey-level accuracy any zone boundary in relation to property boundaries;
- 8.1.7.7. **Units Proposed to be Developed.** The count and percentage of the Maximum Residential Dwelling Units, and the count and percentage of the total number of Residential Dwelling Units in each applicable zone, proposed in the subdivision application;
- 8.1.7.8. **Units Transferred or Remaining.** The count and percentage of the Maximum Residential Dwelling Units, and the count and percentage of the total number of Residential Dwelling Units in each applicable zone, remaining to be proposed for development;
- 8.1.7.9. **Public Park Open Space.** The count and percentage of total required acreage of any Public Park Open Space proposed in the subdivision application;

Commented [CE11]: Defined?

8.2. **Phasing.** The Parties agree and understand that the Project will be constructed in phases. The following provide for Major Phasing and Minor Phasing.

8.2.1. **Major Phasing.** Major phases in the Project shall be based on **traffic study (Exhibit X)**, wherein each new phase is triggered by a certain traffic volume based on a Level of Service C of 900 South Street, 1800/1600 South Street, and 2550 South Street as follows. Level of Service C shall be determined using the Highway Capacity Manual and the AASHTO Geometric Design of Highways and Streets, or similar best practice method as determined by the County Engineer.

Commented [CE12]: Correct title and exh #

8.2.1.1. **Phase 1 – 900 South Level of Service C.** As long as emergency egress is installed to at least the “ribbon road” standard specified in the Community Plan, and in a manner acceptable to the local Fire Authority, Master Developer shall be allowed to construct the Project up to 800 Residential Dwelling Units, with no limit to commercial square footage. However, at no time during this phase shall a three-lane (except reasonable lane improvements at controlled intersections) 900 South Street be allowed to reduce below a Level of Service C. If it does, all further development activity shall stop until either 2550 South Street or 1800/1600 South Street is constructed to full standard (First River Street) and connecting 4700 West Street over the Weber River and to the Project’s streets. Once the

connection is made, the project will enter Phase 2 and development activity shall be allowed to resume.

**8.2.1.2. Phase 2 – First River Street Level of Service C.** During Phase 2 of the Project, Master Developer shall be allowed to construct the Project up to 1900 Residential Dwelling Units, with no limit on commercial square footage. However at no time shall a three-lane (except reasonable lane improvements at controlled intersections) First River Street be allowed to reduce below a Level of Service C. If it does, all further development activity shall stop until both 2550 South Street and 1800/1600 South Street, are constructed to full standard (Second River Street) and connecting 4700 West Street over the Weber River and to the Project's streets. Once this connection is made, the project will enter Phase 3 and development activity shall be allowed to resume.

**8.2.1.3. Remaining Phases.** For each of the remaining major phases, if 900 South Street, 1800/1600 South Street, or 2550 South Street drop below a 3-lane Level of Service C, then all further development activity shall stop until the street so affected is constructed to a five-lane standard.

**8.2.1.4. Compensation.** Master Developer shall pay its proportionate share to increase the levels of service of 900 South Street, 1800/1600 South Street, or 2550 South Street.

Commented [CE13]: Not sure this says what it means. Might need to be revised.

**8.2.2. Minor Phasing.** The County acknowledges that Master Developer, Assignees of Master Developer, and/or Subdevelopers who have purchased Parcels of the Property may submit multiple Development Applications from time-to-time to develop and/or construct portions of the Project in Phases. Allowance for Phasing is subject to the following and any other Phasing provision in this Agreement:

Commented [CE14]: Define

**8.2.2.1. Construction Drawings Required.** Phasing is only allowed if each Phase is based on an approved final plat that succeeds an approved preliminary plat/plan. A final plat for a Phase shall not be submitted or accepted until after a complete set of construction drawings for the entire preliminary plat has been approved by the County Engineer. The construction drawings shall include all required Improvements of this Agreement and the Code.

**8.2.2.2. Streets and Pathways Phasing.** Each Phase shall provide for the logical extension of Improvements of the public road and pathways system as conceptually represented in the Concept Plan;

**8.2.2.3. Project Improvements Phasing.** Each Phase shall provide logical extension of Improvements through and throughout the Project as approved by the County in compliance with the terms of this Agreement and other applicable provisions of the Code.

**8.2.2.4. Public Park Open Space Phasing.** Each Phase shall include its proportionate share of Public Park Open Space area and Improvements including, if applicable, pathways and trailheads. Each Phase shall provide for the platting and installing of a proportionate share of Public Park Open Space area and Improvements, even if such area or Improvements are not within or immediately adjacent to the subject Phase. Master Developer may propose which Public Park Open Space area and Improvements are provided for each Phase; however, the County has full discretion to require other Public Park Open Space area and Improvements if the County

determines it is in the best interest of the community *after consultation with Master Developer. Unless first agreed otherwise by the County, no less than 50 percent of any subdivision plat's required Public Park Open Space shall be contributed to one or more of the three large parks illustrated on Page 8 of the Community Plan or the Weber River Parkway. Master Developer shall maintain control over which one(s) until each of these parks contain all acreage intended or required.*

**Commented [CE15]:** This might be repeated in parks section. Merge and reference.

**8.2.2.5. Delegation of Master Developer's Obligations.** Subject to other provisions in this Section 8.2 and in Section 10.8 "Parcel Sales," County agrees that Master Developer shall have the right to delegate its obligations and responsibilities specified in this Agreement to Subdevelopers as Master Developer sees fit for the purpose of phasing the Project; provided, however, compliance with the following:

**8.2.2.5.1.** Any such delegation shall:

**8.2.2.5.1.1.** be managed and enforced between Master Developer and Subdeveloper without assistance from County;

**8.2.2.5.1.2.** not result in additional uncompensated administrative or financial burden on the County; and

**8.2.2.5.1.3.** not void or otherwise excuse Master Developer from fulfilling its obligations and responsibilities to County;

**8.2.2.5.2.** County may, but has no obligation to, enforce any provision of this Agreement or the Code on a Subdeveloper.

**Commented [CE16]:** Defined?

**8.3. Street Connectivity.** Master Developer hereby volunteers and agrees to follow the minimum street and pathway connectivity standards as provided in Section 106-2-1.020 of the Code. However, in a single family residential zone, County agrees to waive the maximum street-block standard. County further agrees that if open for use to the non-motorized general public, any private street, driveway, alley, or other passage way constructed to the minimum adopted standards of a pathway is allowed to double as a pathway in order to meet the Code's pathway connection requirements.

**8.4. Street Right-of-Way Dedication.** Master Developer agrees to dedicate or, if allowed by the County, otherwise reserve the Project's street rights-of-way as public thoroughfares at no cost to the County. The general layout of the projects more significant street rights-of-way shall be generally configured as illustrated in the Community Plan.

**8.4.1. Minimum Requirements.** Each street right-of-way shall meet the minimum applicable width specifications illustrated in the Community Plan.

**8.4.2. Project-Specific Right-of-Way Dedication or Conveyance.** Master Developer shall dedicate or otherwise convey, or cause to be dedicated or otherwise conveyed, the following:

**Commented [CE17]:** Edit - Need to label each proposed street by its type on the plan. Which will be collector and which will be major residential?

**8.4.2.1. Highway Parcels.** At no cost to the County, Master Developer agrees to convey, free and clear from any encumbrances, two parcels of land (Highway Parcels) to the County. The Parties agree that the parcels are intended to reserve area and create opportunity for potential

highways through the Project as recommended by the Western Weber General Plan. Of the two Highway Parcels, one, a 300-foot wide parcel (Freeway Parcel) as depicted in the Community Plan labeled "West Weber Corridor, shall be conveyed upon or before the recordation of the first subdivision plat in the Project; and the other, a 200-foot wide parcel (Byway Parcel) shall be conveyed upon or prior to approval and recordation of the first Final Plat in Phase 2 of the Project. Master Developer agrees to not convey any part of the either parcel's area to any other owner prior to it being conveyed to County.

- 8.4.2.1.1. Optimal Configuration.** Each parcel shall be situated and configured in a manner that optimally supports the creation of a future freeway thereon. The Byway Parcel shall connect from the Freeway Parcel to 7500 West.
- 8.4.2.1.2. West Weber Corridor Alignment and Adjustments.** Master Developer agrees to use reasonable diligence to coordinate the precise location of the Freeway Parcel with the Utah Department of Transportation. After the conveyance of the Freeway Parcel to County, County agrees to cooperate and exchange deeds with Master Developer to make any adjustment to the parcel Master Developer deems necessary, provided any such adjustment does not materially affect the cost or viability of a future freeway.
- 8.4.2.1.3. Highway Construction By Others.** The Parties agree that the construction and installation of the freeway and byway is not the responsibility of Master Developer.
- 8.4.2.1.4. Improvements within Highway Parcels.** County agrees to allow Master Developer to install phased streets, intersections, or other improvements reasonably related to street rights-of-way or underground utility conveyance systems within the Freeway Parcel and Byway Parcel as part of the development of the Project in compliance with the following:
  - 8.4.2.1.4.1.** Improvements shall be placed and configured in a manner that supports ease of and cost-savings for construction of a future freeway, as determined by the County. Unless an alternative offers better support, each crossing shall be made within 10 degrees of a 90 degree angle to the parcel.
  - 8.4.2.1.4.2.** Within the Byway Parcel, the improvements shall be installed as far north on the parcel as practicable. County agrees that area within the Byway Parcel, less any area within a Project street right-of-way, may be counted toward the Project's minimum required Public Park Open Space.
  - 8.4.2.1.4.3.** Within the Freeway Parcel, the improvements shall be installed as far to the east or to the west on the parcel as practicable to create what may become a freeway frontage road should a freeway

be constructed.

8.4.2.1.5. **Disposal of a Highway Parcel.** After being transferred to the County, should County desire to dispose of any part of a Highway Parcel it shall be conveyed back to Master Developer. If at that time Master Developer no longer exists, County may surplus the property.

8.4.2.2. **1800 S/1600 S Alternatives.** Master Developer agrees to pursue with reasonable diligence consensus from affected landowners regarding whether the 1800 South Street right-of-way, 1600 South Street right-of-way, or some other alternative acceptable to County, is the preferred public right-of-way alignment to extend from 4700 West Street to the Project, including bridging the Weber River, as illustrated in the Community Plan. County agrees to accept any such right-of-way alignment offered by Master Developer as long as it is adequately sized and reasonably configured to accommodate a street that adheres to the General Plan and all adopted safety standards. If, after reasonable diligence, Master Developer cannot acquire such right-of-way before the street connection to the Project is required by this Agreement or by County otherwise, County agrees to allow the street connection to be deferred until it can be acquired and conveyed to the County. Installation of the street within the right-of-way shall be as provided in **Section** Error! Reference source not found..

**Commented [CE18]:** Add language that if current owners will not sell at a reasonable market value (maybe not absolutely fair market, but not unreasonably marked up) then either County will help secure the ROW at MD's expense, or will waive this requirements.

8.4.2.3. **Railroad Crossings.** At no cost to the County, Master Developer agrees to dedicate or otherwise convey to the County a street right-of-way for both 7100 West Street and 6700 West Street that extends from the Union Pacific Railroad southward to connect to a collector street within the Project, as illustrated on Page 8 of the Community Plan. These rights-of-way shall be sized and configured to support a future collector street and bridge connection from the Project over the railroad, including sufficient area for bridge ramps, sloped no greater than ten percent, and fill cross-slopes as may be required in accordance with applicable railroad and highway standards. Such dedication or conveyance shall occur at the time or prior to the dedication or conveyance of the collector street right-of-way within the Project into which the future connector is intended to intersect. County agrees Master Developer shall not be required to build the connector street.

**Commented [CE19]:** Payback for improvements

**Commented [CE20]:** Bold references throughout – ensure fields are updated prior to final.

8.4.2.4. **Future Transit Right-of-Way.** At no cost to the County, Master Developer agrees to convey, free and clear from any encumbrances, a 40-foot wide parcel (Transit Parcel) that spans the entire northern boundary of the Property. The Parties agree that the Transit Parcel is intended to reserve area and create opportunity for future dedicated transit lanes or rail adjacent and parallel to the Union Pacific Railroad. County agrees that the Transit Parcel is allowed to count as Public Park Open Space, provided compliance with pathway requirements in **Section 8.9.2.7.3.**

8.5. **Street Improvements.** Streets in or immediately adjacent to the Project shall be designed and installed by the Master Developer in accordance with their corresponding street cross sections

depicted in Exhibit E – Street Cross Sections and as more specifically provided as follows.

- 8.5.1. Street Cross Sections.** Except when in conflict with a provision in this Agreement, County agrees to allow Master Developer to build streets using the cross-sections set forth in the Community Plan provided that Master Developer plat them as private streets in favor of an HOA or similar; the operations, maintenance, and management of which shall be conducted by a professional management company. If Master Developer agrees to compensate the County for the additional resources needed to own, operate, and maintain the streets, including but not limited to personnel and personnel management, equipment, vehicles, maintenance buildings and grounds, storm drainage management, vegetation and landscaping management, materials, administrative costs, and any other quantifiable cost of any other burden related to the County's acceptance of the streets, the County agrees to own, operate, and maintain the streets that do not meet County standards, provided, however, that the thickness of all improvements meet County thickness standards. The form of compensation shall be determined by mutual agreement. Master Developer bears the burden of funding the financial analysis to determine the necessary compensation.
- 8.5.2. Traffic Study.** When required by the County Engineer, Master Developer shall provide an updated traffic study to help determine Master Developer's proportionate share of offsite street improvements. Master Developer agrees to pay said proportionate share.
- 8.5.3. Sidewalks.** Master Developer agrees that all public sidewalks in the project or along adjacent public rights-of-way shall be no less than five-feet wide.
- 8.5.4. Driveway Accesses along Collector or Arterial Streets.** Master Developer agrees that no lot will be configured to provide driveway access directly onto any collector or arterial street right-of-way. County agrees to allow these lots to front these streets if they are provided access by means other than these streets.
- 8.5.5. Street Fencing along Collector or Arterial Streets.** [The Parties agree that](#) Master Developer ~~agrees to~~shall install a fence or wall that is at least six-feet high where the rear or side of a lot abuts or is otherwise adjacent to and visible from a collector or arterial street. The height of the fence shall be reduced if it interrupts with the clear-view triangle of an intersection.
- 8.5.5.1. Fence or Wall Design.** Fences and walls of these streets shall be designed to provide visual breaks in the horizontal fence plane at least every 20 feet, such as a column or similar, and the fence shall have a base and a cap distinctly different from the body. Examples of such a fence or wall is provided in Exhibit G – Street Fencing/Wall Examples.
- 8.5.5.2. Fence or Wall to Match Others in Area.** If in compliance with this part or unless allowed otherwise by the Planning Director, the fence or wall material, color, and general design shall match other fences or walls installed or previously approved along the same street corridor.
- 8.5.5.3. Fence or Wall Alternative Design.** Alternative fencing along these streets may be approved by the Planning Director if it provides similar or better visual qualities and materials.
- 8.5.5.4. Prohibited Fence Material.** Vinyl fencing along these streets is prohibited.
- 8.5.5.5. Fence or Wall Maintenance.** Unless delegated to a community association, the immediately adjoining landowner is responsible for the maintenance and repair of their lot or parcel's portion of the fence or wall.

**8.5.6. Street Trees.** All streets shall be lined with shade trees in the parkstrip. Trees lining an adjacent and parallel sidewalk or pathway shall suffice for the street's trees.

**8.5.6.1. Tree Count.** Each residential lot shall have at least two trees per street frontage. If a tree cannot fit within the frontage of the lot, it shall be planted as close as is reasonably possible otherwise. For commercial lots, no less than one tree shall be planted per 50 lineal feet of parkstrip.

**8.5.6.2. Tree Selection.** At least three different tree varieties selected from County's adopted tree list shall be used and dispersed in a manner that avoids transmission of pests/disease, or as may otherwise be specified by an arborist certified by the International Society of Arborists, such that the trees have optimal chance of long-term survival.

**8.5.6.3. Tree Size.** No tree with a caliper less than two inches, as measured at the top of the root collar, shall be planted.

**8.5.7. Street Tree Installation.** Developer has the following two installation and maintenance alternatives options for street trees, or some combination if mutually agreeable by the Developer and Planning Director:

**8.5.7.1. Planting.** Tree planting shall be in accordance with best practices. Care shall be taken when planting a tree or when placing anything at the base of the tree so that the root's soils are not compacted.

**8.5.7.2. Tree Watering.** Master Developer agrees to provide each street tree with a watering mechanism tied either to a homeowner's association master meter, or tied directly to the meter providing secondary water to the lot fronting the street improvements.

**8.5.7.3. Tree Care.** Master Developer agrees to be responsible for tree health until after the HOA, community foundation, or other similar entity has taken control over maintenance of right-of-way landscaping.

**8.5.7.4. Tree Replacement.** Master Developer agrees to conduct a dead or ailing tree inventory each fall and each spring and remove and replace.

**8.5.8. Public Landscaping.** The following are required for required landscaping within public rights-of-way and along public pathways:

**8.5.9. Offsite Street Improvements.** Master Developer agrees to construct, or cause to be constructed, the following.

**8.5.9.1. Improvements to 7500 west**

**8.5.9.2. Improvements to 7500 west RR crossing**

**8.5.9.3. 1800 S: with reimbursement**

**8.5.9.4. 2550 S: with reimbursement**

**8.5.9.5. Proportionate share intersection improvements as per traffic impact study. TIS required when needed by County Engineer.**

**8.5.10. Secondary Egress.**

**8.5.10.1.** Master Developer agrees that as the project is platted and constructed, street improvements shall be installed such that at no time shall there be more than 15 lots or dwelling units on a single access street or route

**Commented [A21]:** Insert park strip landscaping reqs into street x sections and remove from here:

**Commented [CE22]:** Xeriscape in parkstrips managed by HOA or similar

**Commented [CE23]:** Need to finish detailing

of streets before a second egress is installed. The second egress shall not loop back on any part of the single access street or route of streets.

**8.5.10.2. Reserved**

**8.6. Non-Public Landscaping to be Water-Wise.** All lots within the development will implement water-wise landscaping measures as follows...

**8.7. Utilities and Services.**

**8.7.1. Burying Utilities.** Master Developer agrees to underground all utilities in a manner that complies with adopted standards, including any existing overhead utilities within the Property and within any right-of-way adjacent to the Property. Long distance high voltage power transmission lines are exempt from this requirement.

**8.7.2. Sanitary Sewer.** Prior to issuance of the first Building Permit for the Project, Master Developer shall have the right and the obligation to construct or cause to be constructed a sewer collection and conveyance system.

**8.7.2.1. No Service from County.** Master Developer recognizes that the County does not provide sewer services for the area and has no obligation to help Master Developer or any subdeveloper gain access to a sewer service.

**8.7.2.2. Reserved.**

**8.7.2.3. Sewer Treatment.** Master Developer recognizes that County is not a provider for sewer treatment services. Master Developer shall arrange sewer treatment services for the Project with a provider prior to submittal of a Development Application. If within an existing sewer district's adopted future annexation area, Master Developer agrees to annex the Property into the sewer district boundaries, if the sewer district allows it, prior to submittal of a Development Application. If the sewer district does not allow the annexation, County agrees that Master Developer may pursue other sewer treatment options that do not involve the County.

**8.7.3. Culinary and Secondary Water.** Master Developer recognizes that the County does not provide culinary or secondary water to the area and has no obligation to help Master Developer gain access to water services. Prior to issuance of the first Building Permit for the Project, Master Developer shall have the right and the obligation to construct or cause to be constructed culinary water and pressurized secondary water Improvements to and across the Property. Master Developer agrees to secure both culinary and secondary water from an existing culinary and secondary water provider in the area.

**8.7.4. Stormwater and Floodwater.** Master Developer shall have the right and obligation to install a stormwater drainage and detention system sufficient to support the stormwater and drainage needs of the Project. Likewise, Master Developer shall have the right and obligation to install floodwater management facilities to control a 100 year flood event from flooding public and private improvements. The County Engineer has discretion to require the stormwater or floodwater facilities to be sized to accommodate the general area's anticipated floodwater, stormwater, and drainage needs at the area's buildout or as otherwise recommended by the stormwater master plan. Unless otherwise allowed by the County Engineer, the stormwater from the Project shall be sufficiently treated, as approved by County Engineer, before discharging into the Weber River or other water body.

**Commented [CE24]:** Copy/paste paragraph in "other parks" regarding landscaping. Include xeriscape and reference principles in community plan.

**Commented [CE25]:** When? Prior to first phase? Second? Def before too close to river and flood zones.

**8.7.4.1. Stormwater Storage Ownership and Maintenance.** The County reserves the right to require the maintenance of a floodwater or stormwater storage facility to be the responsibility of a professionally managed HOA or similar entity in the event the County Engineer determines that the proposed facility has the potential to present an inordinate demand for County services.

**8.7.4.2. Facility Upsizing.** Master Developer understands that due to the scale of the project and its proximity to the Weber River, County agrees to compensate, in a manner mutually determined appropriate by the Parties, Master Developer for the incremental or additive cost of upsizing stormwater facilities. For example, if an upsized pipe increases Master Developer's costs by 10% but adds 50% more capacity, the County shall only be responsible to compensate Master Developer for the 10% cost increase. The County has the right to choose the acceptable compensation method including but not limited to reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Such compensation method and, if necessary, agreement(s) are not a part of this Agreement.

**Commented [CE26]:** Insert statement that facilities unlikely to need upsizing due to scale of project. Also that flood water, while originating offsite, has always been there and facilities not available for reimbursement unless the *only* benefit to the upsized pipe is clearly unrelated to property (not sure what this would be though?)

**8.7.4.3. Project-Specific Stormwater Requirements.**

**8.7.4.3.1. Stormwater and Floodwater Master Plan.** Master developer agrees to create a stormwater and floodwater master plan for the needs of the Project. The Parties agree to collaborate in the creation of the plan. The stormwater and floodwater master plan(s) shall be deemed complete when approved by the County Engineer, who shall not withhold approval as long as the plan(s):

**8.7.4.3.1.1.** Meets stormwater and floodwater industry best practices and is certified by a licensed professional best suited for the work;

**8.7.4.3.1.2.** Does not present an unreasonable financial or management risk to the County without sufficient compensation from Master Developer, or landowners within the Property, or some combination thereof.

**8.7.4.3.2. Mass Grading.** Other than earth movement reasonably necessary to build streets and lots, Master Developer agrees that no mass grading shall begin until after the completion of the stormwater and floodwater master plan. After which, County shall allow Master Developer to grade the site as it deems necessary and in compliance with the completed plan.

**8.7.4.3.3. FEMA Map Amendment/Revision.** Master Developer acknowledges and agrees prior to any development within a flood hazard zone, Master Developer shall comply with all federal regulations required to amend the hazard zone map. County agrees to participate with reasonable diligence to complete its role in that process.

**Commented [CE27]:** Need FEMA terminology

8.7.4.3.4. **Floodplain Development.** Master Developer agrees that no development shall occur within a flood hazard zone.

**Commented [CE28]:** Need FEMA terminology

8.7.5. **Fire and Emergency Services.**

**Commented [CE29]:** •Phase in new fire stations  
○First fire station: at 500 dwelling units, or prior to the approval of any building taller than 35 feet, developer to donate land to fire district, fund a fire station on it, and fund a ladder truck for it.  
■Funding TBD - could be impact fees, assessment, tif, etc.  
■Location of first fire station shall be on the western edge of the development, or as otherwise approved by the fire district.  
■500 may be 1,000 if railroad is bridged where shown in the master plan.  
○New fire station every six thousand dwelling units  
○At least 2 acres for the siting of each new station shall be set aside in a dispersed manner that is based on approved zoning densities.

8.8. **Parks and Open Space.** Master Developer agrees to help the County reach its goal of providing at least ten acres of Public Park Open Space per 1,000 persons. Master Developer understands that the creation and/or preservation of parks and open space is a critical part of the County's consideration for this Agreement, the associated rezone, and the additional density given. As such, At no cost to the County, Master Developer agrees to provide, or cause to be provided, the following parks, open space, and trails amenities:

8.8.1. **Reserved**

8.8.2. **Park Dedication.** Master Developer agrees to dedicate a minimum of one acre per every 34 residential lots as Public Park Open Space. Any open space provided by Master Developer in excess of the minimum required Public Park Open Space is not governed by this **Section 8.8.2.** unless more specifically provided in this Agreement. The minimum required Public Park Open Space shall comply with the following.

**Commented [A30]:** Review with Parks

8.8.2.1. **Dedication Method.** Unless specified otherwise in this Agreement, the minimum Public Park Open Space acreage per lot shall be dedicated to the County by means of subdivision plat dedication. County may require it be dedicated to the [Park District] ("Park District") instead. County may allow the acreage to be transferred in fee or easement if County determines it appropriate. See also **Section 10.10** for additional provision pertaining to property transfer requirements.

**Commented [A31]:** Variable. Enter "reserved" for this section if not applicable. Use either donation or dedication. Or both if being proposed and acceptable to the Park District.

8.8.2.2. **Deferred Conveyance.** County may defer dedication or conveyance, including any required Improvements, for any of the minimum required Public Park Open Space only if deferral is in the best interest of the public. This deferral shall be by means of a separate mutually acceptable agreement, recorded to the property to run with the land, and shall specify the terms of the deferral. Deferred dedication shall still count toward the minimum Public Park Open Space requirement and may be owned and operated by a professionally managed HOA, community foundation, or similar entity. Other than as is required in this Agreement, County shall have no control over the space until County receives the space.

**Commented [A32]:** Variable.

8.8.2.3. **Publicly Accessible Private Parks.** The Parties agree that it is the intention of this Agreement for the County or another public entity to own, operate, maintain, and manage the Weber River Corridor Park and the three parks represented on Page 8 of the Community Plan and as specified elsewhere in this Agreement. County agrees that Master Developer shall have the right to establish private parks, to be owned and operated by an HOA, community foundation, or similar entity, and shall be entitled to choose their location. The acreage of a private park that is continuously open for public use may be counted toward the minimum required Public Park Open Space, provided compliance with the following.

8.8.2.3.1. The private park shall be open for use by the general public

from sunrise until dusk or 9:00 PM daily, whichever is earlier;  
and

**8.8.2.3.2.** The private park shall be operated and maintained by a professional management company that is funded by the owners in the Project.

**8.8.2.4. Follow Concept Plan.** The configuration of Public Park Open Space shall be as generally represented in the Concept Plan. Open space shown on the Concept Plan shall be interpreted as Public Park Open Space unless clearly labeled otherwise, or unless rejected by the County and Park District.

**8.8.2.5. Phasing Public Park Open Space Dedication.** Each subdivision plat within the Property shall plat and dedicate no less than its pro-rata share of Public Park Open Space acreage per lot, but never less than one acre, until all proposed Public Park Open Space is platted.

**8.8.2.6. Weber River Corridor Park.** Unless specified otherwise herein, the width of the Weber River Corridor Park shall be no less than 100 feet from the ordinary high water edge of the Weber River, and shall span the entirety of the Property along the river.

**8.8.2.7. Reserved.**

**8.8.2.8. Project-Specific Parks or Open Space Dedication.**

**8.8.2.8.1. Byway and Transit Parcel Open Space.** The Byway Parcel, pursuant to Section 8.4.2.1, and the Transit Parcel, pursuant to Section 8.4.2.4, shall be allowed to count toward the minimum Public Park Open Space requirement.

**8.8.2.8.2. Reserved.**

**8.8.3. Public Park Open Space Improvements.** Master Developer agrees, unless specified in this Agreement otherwise, that no less than 60 percent of the Public Park Open Space acreage shall be improved.

**8.8.3.1. Minimum Park Improvements Required.** Unless agreed otherwise by County, Master Developer shall provide the following minimum Improvements for the Public Park Open Space.

**8.8.3.1.1. Sports Fields.**

**8.8.3.1.2. Parking.** Eight off-street parking spaces per acre of improved park area.

**8.8.3.1.3. ADA Access.** ADA accessibility from parking areas to all restrooms, ramps, benches, and along the paved pathway.

**8.8.3.1.4. Restroom.** One restroom building with no less than two private toilet rooms.

**8.8.3.1.5. Pavilion.** 325 square feet of covered pavilion area per acre of developed park. There shall be no less than two picnic tables with attached benches for every 325 square feet of pavilion area (fractions may be rounded down to the nearest whole number). Restrooms and storage/mechanical area may be

**Commented [CE33]:** Is this already in here elsewhere? Redundant?

**Commented [CE34]:** Allow a parks and parks management master plan to be approved to replace this entire section.

**Commented [CE35]:** Need a field acreage per dwelling to apply in here.

connected to the pavilion structure, but are not counted as pavilion area.

- 8.8.3.1.6. Playground.** 600 square feet of playground area per each acre of developed park with typical playground ground cover. At least 10 percent of the playground area shall be playground equipment. Playground equipment area shall be measured from the outside boundary of the footprint of the playground equipment when viewed from above.
- 8.8.3.1.7. Park Perimeter Pathway.** The perimeter of the park shall be encircled with a Pathway, the standards for which are depicted in **Exhibit F – Typical Pathway Cross Section**, or if adjacent to a street, **Exhibit E – Street Cross Sections**.
  - 8.8.3.1.7.1. Benches.** At least one pathway-adjacent bench shall be installed every 500 feet along the pathway.
  - 8.8.3.1.7.2. Bench Shade Trees.** At least one shade tree shall be installed per bench, planted adjacent to the bench in a manner that will cast the most shade onto the bench throughout the summer.
- 8.8.3.2. Park Detail Submittal.** With each subdivision plat or improvement drawings, provide a site specific detail of the required Public Park Open Space. The detail shall provide:
  - 8.8.3.2.1.** The location, configuration, and construction detail of required Improvements; and
  - 8.8.3.2.2.** Tree location, species, average mature crown-width, and required planting and irrigation methods.
  - 8.8.3.2.3.** Other proposed landscaping and other Improvements.
  - 8.8.3.2.4.** Tabulations that demonstrate compliance with required Improvements and associated acreage.
- 8.8.3.3. Public Park Open Space Financial Guarantee.** Public Park Open Space Improvements shall be included in the subdivision's financial guarantee regardless of ownership. Prior to the release of any financial guarantee for Public Park Open Space Improvements, Master Developer shall provide County with a letter of acceptance from the Park District or other allowed park owner, if applicable.
- 8.8.3.4. Public Park Open Space Water.** Master Developer shall provide sufficient water (rights/shares, quantities, and pressure) to provide for the Public Park Open Space's culinary and secondary water needs. Unless allowed by the County otherwise, prior to recordation of the first plat in the Project, all of the right/shares needed to serve the entire Public Park Open Space needs shall be transferred to the Park District or other allowed park owner at the time the Public Park Open Space acreage is dedicated or otherwise transferred to the Park District or other allowed park owner. If the Park District or other allowed Park

owner requires the rights/shares to be transferred to another entity instead, such as the applicable water service provider for the Park, the Master Developer shall do so.

- 8.8.3.5. Natural Park Areas.** For the 40 percent Public Park Open Space remaining from that referenced in **Section 8.8.3**, and except as specified in this **Section 8.8.3.5**, the County agrees to allow it to be held as natural open space with or without improvements as determined by Master Developer.

  - 8.8.3.5.1. Weber River Corridor.** As a supplement to the provisions of Section 8.8.2.6, Master Developer shall provide a pathway within the Weber River Corridor Park in a manner acceptable to the County and Parks District. Master Developer further agrees to grade the banks of the river to provide a more gradual and natural appearing slope. County agrees that this work is to be limited to work that does not require a state or federal permit (aside from routine SWPPP if applicable).
  - 8.8.3.5.2. Other Waterways.** As a supplement to the provisions of Section **Error! Reference source not found.**, County may require open space pathways and other Improvements that support the health of the open space corridor.
  - 8.8.3.5.3. Improvements and Expense.** For this acreage, County may require any restoration, reclamation, revegetation or other similar Improvements or efforts it deems necessary, provided those Improvements or efforts have the same or lower estimated expenses of what would otherwise be required if the Public Park Open Space acreage was improved to the required minimum standards of this Agreement.
  - 8.8.3.5.4. Removal of Vegetation and Hydroseeding.** At a minimum, all invasive plant species shall be removed from the Public Park Open Space acreage and, unless required otherwise, any ground not already fully vegetated shall be hydro-seeded with a native seed mix and erosion control methods shall be implemented in accordance with best practices.
  - 8.8.3.5.5. Quality Control.** For best practices quality control, all efforts shall be conducted based on the recommendations from, and under the general supervision of, a landscape architect, arborist, or a similarly qualified professional. Written confirmation that best practices were followed shall be provided to the County from the professional prior to the release of any financial guarantee for the work.
- 8.8.3.6. Phasing of Public Park Open Space Improvements.** Unless provided otherwise in this Agreement, Public Park Open Space Improvements may be Phased with the rest of the Project's Phasing plan as long as:

  - 8.8.3.6.1. Approved Construction Drawings.** All required final construction drawings for the entire Project, including all Public Park Open Space Improvements, have been approved by the

County Engineer;

**8.8.3.6.2. Successive Improvements.** All Phases provide sufficient Improvements necessary for the successive construction of Improvements proposed in other Phases; and

**8.8.3.6.3. Completed prior to C/O.** A Phase's minimum required per-acre park Improvements specified in Section 8.8.3.1 are installed, accepted, and open for public use prior to issuance of the first certificate of occupancy in the Phase.

**8.8.3.7. Public Park Open Space Maintenance.** *Master Developer agrees to operate and maintain or cause to be operated and maintained the Public Park Open Space acreage until [redacted].*

Commented [A36]: Variable.

**8.8.4. Project-Specific Public Park Open Space Improvements and Standards.** Master Developer agrees to provide the following Project-specific Public Park Open Space Improvements.

**8.8.4.1.** Public Parks Open Space Master Plan.

- Entitled to create one with improvements of equal or better value than those in this agreement
- County shall participate in its creation and not unreasonably withhold approval as long as it is not likely to create a greater financial burden, in any manner, on County than County is willing to accept.

Commented [CE37]: Replaces the park improvement requirements and the trailhead improvement requirements.

**8.8.4.2. Community Open Space Areas.** Community open space areas not within a designated improved or natural park shall be allowed to count as improved Public Park Open Space, pursuant to **Section 8.8.3**, when in compliance with the following.

**8.8.4.2.1.** The area shall be open to the public.

**8.8.4.2.2.** The area shall be landscaped, maintained, and operated by a professionally managed HOA or similar entity.

**8.8.4.2.3.** Plantings are irrigated by a drip irrigation system or similar method that does not use flood or overhead sprinkler methods, except for turf grass areas.

**8.8.4.2.4.** Turf grass is not used except in areas intended for human activity.

**8.8.4.2.5.** The area shall not be on a site intended for future development or counted toward minimum landscape standards otherwise required by the Code.

**8.8.4.2.6.** Master Developer and the County Planning Division Director may arrange a mutually agreeable alternative to any part of this **Section 8.8.4.1** provided the alternatives create attractive public spaces and observe best-practice water-wise standards.

Commented [CE38]: Defined?

**8.9. Pathways and Trailheads.** Master Developer agrees to help the County's reach its goal of providing a walkable community wherein neighborhoods are interlinked to each other and to

community destinations. Master Developer understands that the creation and interconnection of trails/pathways is a critical part of the County's consideration for this Agreement, the associated rezone, and the additional density given. As such, Master Developer agrees to install or cause to be installed the pathways as generally configured on the attached Community Plan and as otherwise specified as follows.

**8.9.1. Pathway and Trailhead Dedication.** Master Developer agrees to dedicate the minimum area required for required pathways and trailheads.

**8.9.1.1. Pathway Dedication.** The minimum required pathway right-of-way and trailhead dedication shall comply with the configuration in the Community Plan and Typical Pathway Cross Section illustrated in Exhibit F. When not required within a street's right-of-way, a Pathway's right-of-way shall be counted toward the required Public Park Open Space, with no more than 30 feet of the pathway's right-of-way width counting towards

**8.9.1.2.** and trailhead area shall count toward the minimum required Public Park Open Space area specified in Section 8.8.2 of this Agreement. Dedication of pathway rights-of-way and trailhead area shall comply with that section, with the term "Park" being supplanted with the term "pathway" or "trailhead" as may be contextually applicable, except that the per-lot pro-rata share of pathway right-of-way shall be based on the amount of linear feet of pathway that can be constructed within such right-of-way and not solely on acreage.

**8.9.1.3. Trailhead Dedication.**

**Commented [CE39]:** Need to finish this and join paragraph below

**8.9.2. Pathway Improvements.** Unless specified in this Agreement otherwise, Master Developer agrees that each proposed pathway right-of-way, pursuant to Exhibit C – C, or required pathway right-of-way shall be developed as an improved pathway.

**8.9.2.1. Required Pathways.** Regardless of what is displayed in Exhibit C – C, a street-adjacent pathway shall be installed along each major residential, collector, and arterial street within or immediately adjacent to the Property.

**8.9.2.2. Pathway Trees.** Each pathway and sidewalk within the Project or along adjoining pathway rights-of-way shall be lined with shade trees. Pathway trees shall follow the same standards as set forth in Section 8.5.6. However, County agrees that if the Park District desires to have ownership, operation, or maintenance responsibility for a pathway right-of-way in or adjacent to the Project, Master Developer's responsibility for tree health ends after County has been notified, in writing, by the Park District that the Park District will assume said ownership, operation, or maintenance responsibility.

**8.9.2.3. Non-Street Adjacent Pathway Landscaping.** For a pathway that is not adjacent to a street, Master Developer shall place three-inch plus rock, six-inches deep, on the shoulders of each pathway, with a weed barrier beneath. Alternatively, County agrees that Master Developer may install alternative planting and landscaping as long as it is operated and maintained by a homeowner's association. Refer to

**Commented [CE40]:** One just off 5900 West near transit parcel and river?  
One at transit parcel on west side?  
One just off 1600/1800 and river?  
One on south side of project near river?

Exhibit F – Typical Pathway Cross Section for a depiction of these pathways.

- 8.9.2.4. Construction Drawings to Include Landscaping.** Each subdivision's improvement plans shall provide a detailed Public Landscape plan that, at a minimum, shows landscaping materials proposed to be used, the proposed location, species, including the measurements of each tree's mature crown, and the method of vegetation irrigation.
- 8.9.2.5. Pathway Crossing of Residential Street.** Wherever a pathway intersects with a residential street, Master Developer agrees to install or cause to be installed the following in accordance with NACTO and other applicable best practice standards:
  - 8.9.2.5.1. Raised Crosswalk.** A raised crossing with a zebra-style crosswalk. The raised crossing shall be constructed of concrete and be designed as a six-inch high ramped speed table with six-foot ramps or greater if required by the County Engineer. The top (horizontal) of the speed table shall be at least ten-feet wide. Notification signage shall be posted in advance of the speed table.
  - 8.9.2.5.2. Curb Extensions.** Curb extensions (bulb-outs) shall be installed for pathway street crossings on both sides of the applicable street. A curb extension (bulb-out) shall be constructed to constrict a residential street width to no greater than 24 feet, or 36 feet if the street has or is planned to have an on-street bike lane. The County Engineer has discretion to modify this width if the street's design is different than the County's standard. Each curb extension shall be marked with a traffic delineator as prescribed by the County Engineer or County Roads Supervisor. If Master Developer is not responsible for other street Improvements on the opposite side of a street, the following minimum curb extension requirements shall be installed on that side.
    - 8.9.2.5.2.1.** Each end of the curb extension shall at least provide a temporary means of directing drainage to the intended or expected drainage collection system or swale;
    - 8.9.2.5.2.2.** The curb extension shall provide pedestrians a convenient and safe transition from the crossing to whatever historic pedestrian facility exists there. If no formal NACTO-standard pedestrian facility exists on that side, Master Developer shall post a "Crossing Temporarily Closed" sign at the entrance of the crosswalk, or as otherwise required by the County Engineer or Roads Supervisor.
    - 8.9.2.5.2.3.** The County Engineer or Roads Supervisor may require other Improvements that minimize potential safety risks of the curb-

extension, such as but not limited to, additional curbing, guardrail, signage, drainage and street shoulder Improvements. If required, Master Developer hereby agrees to install such Improvements.

**8.9.2.6. Pathway Crossing of Collector or Arterial Street.** On a collector or minor arterial street, the raised crosswalk (speed table) and curb extensions pursuant to Section 8.9.2.5 shall be installed in a manner as approved by the County or UDOT unless required otherwise by the County Engineer, UDOT, or the local fire authority. Regardless of whether a speed table or curb extension (bulb-out) is required, zebra style crosswalk is required, as is a double-sided battery powered user-activated rapid flashing beacon on both sides of the crossing in accordance with installation best practices, and crosswalk notification signage in advance of the crosswalk on both sides of the street. The rapid flashing beacons shall be hardwired to each other through underground conduit.

**8.9.2.7. Project Specific Pathway Improvements and Standards.**

**8.9.2.7.1. Street Adjacent Pathways.** A pathway that runs parallel to a street and is usually within the street's right-of-way shall be constructed in accordance with the standard illustrated in Exhibit X, Minimum Pathway Standard. A street-adjacent pathway may be reduced to no less than eight feet if the street segment, from intersection to intersection, has a pathway on both sides.

**8.9.2.7.2. Weber River PKWY Trail** per (reference prior OS section)

**8.9.2.7.3. Transit Parcel Pathway.** OS parcel for potential future transit needs a pathway.

**8.9.2.7.4. Byway Parcel.** OS parcel for potential future byway needs pathway –

**8.9.2.7.5. Allow 1/2 of all pathways to be 10' wide compacted road base paths?**

**8.9.3. Trailhead Improvements.** Unless specified in this Agreement otherwise, Master Developer agrees that each proposed trailhead shall be developed as an improved trailhead as generally illustrated in Exhibit H – Trailhead Conceptual Design and Improvements. At a minimum, the trailhead shall provide the following:

**8.9.3.1. Parking.** Paved access and vehicle parking sufficient to provide spaces for at least \_\_\_\_\_ typical passenger vehicles and \_\_\_\_\_ vehicles with trailers.

**8.9.3.2. Amenities.** The trailhead shall at a minimum have the following amenities.

**8.9.3.2.1.** A bicycle fix-it stand.

**8.9.3.2.2.** A drinking fountain or water bottle filling station.

**8.9.3.2.3.** A bench.

Commented [A41]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [CE42]: compacted road base?

What about compacted road base for some of the other pathway connections that are require? Might be fun if not all running through neighborhoods are asphalt.

8.9.3.3. ~~Restroom.~~ ~~At least  sewer~~ed restroom building(s) with no less than two single-use toilet facilities each.

8.9.3.4. ~~Trailhead Utilities.~~ ~~The following minimum trailhead utilities shall be installed.~~

8.9.3.4.1. ~~Water supply connections for and sufficient water rights or shares necessary to provide for the culinary and secondary water needs of the trailhead.~~

8.9.3.4.2. ~~Sewer connection sufficient for the sewer needs of the trailhead.~~

8.9.3.4.3. ~~Electrical connections sufficient for the electrical needs of the trailhead.~~

8.9.3.5. ~~Project Specific Trailhead Improvements.~~

8.9.3.5.1. ~~Reserved.~~

8.9.3.5.2. ~~Reserved.~~

~~8.10. **Reserved. Environmental and Air Quality Standards.** The Parties agree to implement the community's overall goal of minimizing development impacts on the environment to a reasonable degree practicable. As such, Master Developer agrees, on behalf of itself and all successive owners of the Project or of lots within the Project, to exceed minimum requirements of applicable building and construction codes and conventions by ensuring each dwelling unit is equipped with the following prior to receiving a final certificate of occupancy.~~

~~8.10.1. **Energy Efficiency.** All buildings will be designed to an energy efficiency rating that is one climate zone colder than the area's designated climate zone. Gas heated furnaces and water heaters shall have an efficiency rating of 95 percent or greater.~~

~~8.10.2. **Reserved.**~~

~~8.10.3. **Reserved.**~~

~~8.10.4. **Reserved.**~~

~~8.10.5. **Project-Specific Environmental and Air Quality Standards.**~~

~~8.10.5.1. **Reserved.**~~

~~8.10.5.2. **Reserved.**~~

8.11. **Outdoor Lighting.** Master Developer agrees that all outdoor lighting within the Project will be dark-sky friendly and as such will be governed by the County's Outdoor Lighting Ordinance, Chapter 108-16 of the Code.

8.12. **Building Development or Design Requirements.** Unless otherwise provided herein, Master Developer agrees to comply with the building design standards found in the Community Plan, or in the Form-Based Zone for buildings in the Form-Based Zone. Architectural review shall be conducted by the Master Developer's or HOA's designated architectural review person(s). If desired by Master Developer, the Parties agree to cooperate and collaborate on the creation of a specific architectural theme to either be adopted into the Form Based Zone or applied to the property otherwise.

8.13. **Boundary Fence.** Master Developer agrees to install a non-scalable fence that is at least six feet high on the property boundary between the Property and the parcels owned by the State of Utah Department of Natural Resources.

**Commented [A43]:** Variable. Enter "reserved" for this section if not applicable.

**Commented [A44]:** Variable

**Commented [A45]:** Variable. Enter "reserved" for this section if not applicable.

**Commented [A46]:** Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

**Commented [A47]:** Variable. Insert project-specific details.

**Commented [A48]:** Variable. Insert project-specific details. Add as many subsections below as may be needed.

9. **Amendments, Modifications, and Revisions.**

This Agreement may be amended by mutual agreement of the Parties only if the amendment is in writing and approved and signed by Master Developer and County (an "Amendment"). The following sections specify what Project changes can be undertaken without the need for amendment of the Development Agreement, and what changes require Amendment to this Agreement.

**Commented [CE49]:** Make sure it is clear that only County and Master Developer may amend this doc.

**9.1. Who may Submit Modification Applications.** Only the County and Master Developer or an Assignee that succeeds to all of the rights and obligations of Master Developer under this Agreement (and not including a Subdeveloper) may submit a Modification Application.

**9.2. Modification Application Contents and Process.**

**9.2.1. Contents.** Modification Applications shall:

- 9.2.1.1. Identification of Property.** Identify the property or properties affected by the Modification Application.
- 9.2.1.2. Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.
- 9.2.1.3. Identification of Non-County Agencies.** Identify any Non-County agencies potentially having jurisdiction over the Modification Application.
- 9.2.1.4. Map.** Provide a map of any affected property and all property within one thousand feet (1000') showing the present or intended uses and density of all such properties.
- 9.2.1.5. Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the County to cover the costs of processing the Modification Application.

**9.2.2. County Cooperation in Processing Modification Applications.** The County shall cooperate reasonably in promptly and fairly processing Modification Applications.

**9.2.3. Planning Commission Review of Modification Applications.**

- 9.2.3.1. Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in light of the nature and/or complexity of the Modification Application.
- 9.2.3.2. Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding effect on the consideration of the Modification Application by the Board of County Commissioners.

**9.2.4. Board of County Commissioners' Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application the Board of County Commissioners shall consider the Modification Application.

**9.3. Project Facility Repair, Maintenance, and Replacement.** Master Developer shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement without amending the Agreement.

**9.4. Authorized Changes, Enlargements, or Alterations.** As set forth below, County staff may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project in their respective administrative capacities. The following types of Changes are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.

**9.4.1. Landscaping Changes.** Any changes to this Agreement's landscaping designs, guidelines, standards, plantings, materials and installation of the same anywhere in the project.

**9.4.2. De Minimis Changes.** Other de Minimis changes requested by the Master Developer, which are reasonably consistent with the intent of this agreement and the R1-15 Zone, and are Routine and Uncontested.

#### **10. Miscellaneous Provisions.**

**10.1. Certificate of Occupancy Requirements.** The following are required prior to issuance of a certificate of occupancy.

**10.1.1.** Installation of street trees, as specified in Section **Error! Reference source not found.** of this Agreement.

**10.1.2.** Installation of a smart watering controller, as specified in Section **Error! Reference source not found.** of this Agreement.

**10.1.3.** Reserved.

**10.1.4.** Reserved.

**10.1.5.** Installation of a furnace that is at least 95% efficient, and installation of a smart thermostat, as specified in Section 1.1.1 of this Agreement.

**10.1.6.** Installation of dark-sky friendly outdoor lighting, as specified in Section 8.11 of this Agreement.

**10.2. Financial Guarantee Requirements.** Master Developer agrees to be governed by the financial guarantee provisions in Section 106-4-3 of the Code in effect at the time of the Effective Date. In addition to required Improvements listed in the Code, Master Developer further agrees that the financial guarantee shall include all required Improvements specified in this Agreement. Prior to the release or partial release of certain financial guarantee funds, the following are required.

**10.2.1.** Written confirmation of implementation of landscape best practices from a qualified professional, as specified in **Section 8.8.3.5.5.**

**10.2.2.** Written confirmation of implementation of landscape best practices from a qualified professional, as specified in **Section Error! Reference source not found.**

**10.2.3.** Written letter of acceptance for Public Park Open Space Improvements, as specified in **Section 8.8.3.3.**

**10.3. Financial Guarantee for Public Landscaping and Public Park Open Space.** Master Developer agrees to provide a financial guarantee to the County for required landscaping on public property and for required Public Park Open Space Improvements. The financial guarantee shall follow the same standards and processes as provided in Section 10.2 of this Agreement.

**10.4. Reserved**

**10.5. Housing Affordability – flex homes.**

**10.6. Future Taxes, Services, Districts, and Incorporation/Annexation.**

**10.6.1. District(s).** Master Developer agrees to annex the Property into any local taxing district if the purpose of that district is to provide any service necessary for the development of the property pursuant to this Agreement and the Code. Annexation shall occur prior to final plat recordation. If the project will be Phased, the entire preliminary plat/plan shall be annexed into said district(s) prior to recordation of the first plat.

**10.6.2. Municipal Services Tax.** Master Developer agrees that the County may impose additional tax to the Property to better accommodate for the municipal services demand of the Project, provided that the tax is reasonably necessary to provide the service(s).

**10.6.3. Restriction on Right to Protest Future Tax or Taxing Entity.** If the Property is ever within the boundaries of a Proposed Taxing Entity or Proposed Tax, and the process for applying the Proposed Taxing Entity or Proposed Tax to the Property includes the right for affected landowners to file a protest in a manner that could hinder the application of the Proposed Taxing Entity or Proposed Tax to the Property, Master Developer hereby waives the right to file the protest, and agrees that any protest filed is void. Master Developer does so on behalf of itself and all future owners who may obtain any interest in the Property. Future owners are hereby on notice that the right is waived. This provision applies unless the County Commission agrees, in writing, with and to the protest.

**10.6.4. Incorporation.** [Right to incorporate. Preliminary municipality, if allowed in state code, shall require mutual agreement]

**10.6.5.** [Change of Land Use Authority – If county no longer is land use authority with ability to enforce default by withholding of permits and similar, need to find a way to make sure required offsite improvements get completed]

**10.6.6.** [Review Tom's work – something about future city accepting terms of this agreement?]

**10.7. Expert Review for Development Applications.** If the County subjects the Development Application to a review by County Consultants then payment of the reasonable and actual costs of the County Consultants' review shall be the responsibility of Applicant.

**10.8. Parcel Sales.** With no requirement to formally plat, Master Developer may obtain approval of a Subdivision that does not create any individually developable lots in the resulting Parcel(s) without being subject to any requirement in the Code to complete or provide security for the Improvements at the time of the Subdivision except that the County may require as a part of the Subdivision of the Parcel the construction of perimeter Improvements such as curb and gutter, sidewalks and fire hydrants if reasonably necessary given the location of the Parcel Sale in relation to other development and the respective timing of the completion of such developments. The responsibility for completing and providing security for completion of any Improvements in the Parcel shall be that of the Master Developer or a Subdeveloper upon a further Subdivision of the Parcel that creates individually developable lots. The provisions of the foregoing notwithstanding, no division shall be made that disproportionately splits the public spaces or public Improvements anticipated by this Agreement or the Code without first providing adequate security in a manner satisfactory to County to ensure those public improvements or spaces are provided.

**10.9. Provision of Services.** The County agrees to provide all County services to the Project that it

**Commented [CE50]:** oProvision in favor of county that survives incorporation that essentially vests county in certain committed improvements/development commitments regarding: Future freeway ROW or alignment, Project access and offsite street/ROW improvements or reservations, potential future transit corridor, Weber River Parkway/Emerald necklace open space and trail, or any other provision that will place an added and uncompensated burden on the county related to infrastructure, maintenance, or services.

provides from time-to-time to other residents and properties within the County including, but not limited to, police and other emergency services. Such services shall be provided to the Project at the same levels of services, on the same terms and at the same rates as provided to other residents and properties in the County.

**10.10. Conveyance of Land to County.**

**10.10.1.** *Any dedication or conveyance of land required by Agreement – limited time for County to determine it is wanted or to make other arrangements for public ownership, including potential deferred ownership – fall-back time for Master Developer to convey it to quasi public or private entity, with open space preservation easement in favor of County*

**Commented [CE51]:** See applicants draft version to craft paragraph.

**10.10.2.** *County's Right to Acquisition of Land. The Parties agree to work cooperatively and collaboratively together regarding any transfer of land to County required by this Agreement. In the event any such required transfer has not occurred or is highly unlikely to occur as anticipated by this agreement within three years of the expected transfer date, Master Developer agrees that County may, at its sole option, take occupation of the land without any compensation to Master Developer or the land's owner of record. County agrees that this action shall not be pursued until all other available actions or enforcement opportunities specified in this Agreement have been exhausted.*

**Commented [CE52]:** Trying to figure out an OS fail-safe in the event future problems come up. Specifically thinking about the later years closer to agreement expiration.

**Commented [CE53]:** Legal: Condemnation?

**Commented [CE54]:** Legal: Should this be ownership? What if the land has encumbrances? Should get county in first lien position if necessary?

**10.11. Schools.** Except for area within the Weber River Corridor as specified in **Section 8.8.3.5.1**, County agrees that acreage for public school grounds may be counted toward the 40 percent Public Park Open Space area intended to be natural open space. Master Developer agrees to diligently pursue, in good faith, a collaborative and cooperative relationship with the Weber School District leadership to designate and reserve properties for future school sites. Care shall be taken to find mutual community gains by locating schools adjacent to public park facilities.

**11. General Provisions.**

**11.1. Entire Agreement.** This Agreement, and all exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

**11.2. Headings.** The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.

**11.3. No Third Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the County and Master Developer. Further, the parties do not intend this Agreement to create any third-party beneficiary rights. The parties acknowledge that this Agreement refers to a private development and that the County has no interest in, responsibility for or duty to any third parties concerning any Improvements to the Property unless the County has accepted the dedication of such Improvements at which time all rights and responsibilities for the dedicated public improvement shall be the County's.

**11.4. Assignability.** The rights and responsibilities of Master Developer under this Agreement may be assigned as provided below by Master Developer with the consent of the County as provided herein.

**11.4.1. Partial Assignment.** Assignment is only allowed if in whole. No partial assignment of the Project or Property is allowed.

**11.4.2. Sales not an Assignment.** Master Developer's selling or conveying a lot in any approved Subdivision or Parcels or any other real estate interest within the Project, to

builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the County. Despite the selling or conveyance, Master Developer still maintains all rights, responsibilities, and obligations of this Agreement relative to development on the sold or conveyed property.

**11.4.3. Related Party Transfer.** Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the County Notice of any event specified in this subsection within ten (10) days after the event has occurred. Such Notice shall include providing the County with all necessary contact information for the newly responsible Party.

**11.4.4. Notice.** Master Developer shall give Notice to the County of any proposed assignment and provide such information regarding the proposed Assignee that the County may reasonably request in making the evaluation permitted under this Section. Such Notice shall include the following.

**11.4.4.1.** All necessary contact information for the proposed Assignee.

**11.4.4.2.** The entry number of this Agreement on file in the Office of the Weber County Recorder, and entry number to any successive amendments thereto or other agreements that may affect this Agreement or amendments thereto.

**11.4.4.3.** A verbatim transcription of this Section 11.4. "Assignability," or future amendment thereof, if applicable.

**11.4.5. Grounds for Denying Assignment.** The County may only withhold its consent for the reasons listed herein.

**11.4.5.1.** If the County is not reasonably satisfied of the proposed Assignee's ability to perform the obligations of Master Developer proposed to be assigned;

**11.4.5.2.** If the County has reasonable concern that the assignment will separate the Project in a manner that creates unreasonable additional demand for any type of governmental service, including additional demand for coordination amongst Assignees or other administrative review services not otherwise anticipated at the time of the execution of this Agreement; or

**11.4.5.3.** If the County has reasonable concern that the assignment will separate the Project in a manner that negates the purpose of master planning the Project area as one complete development.

**11.4.6. Assignee Bound by this Agreement.** An Assignee shall be bound by the assigned terms and conditions of this Agreement.

**11.5. Binding Effect.** Except as otherwise specified in this Agreement, this Agreement shall be binding upon the Parties and their respective Successors, as well as all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Property, or any interest therein, whether by sale, operation of law, devise, or in any manner

whatsoever.

- 11.6. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have unless the Party has waived the right in writing.
- 11.7. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.
- 11.8. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this Agreement, the County and Master Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments and the Master Developer. The initial representative for the County shall be the Planning Division Director and the initial representative for Master Developer shall be the presiding member of [name of entity]. The parties may change their designated representatives by Notice.
- 11.9. **Mutual Drafting.** Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either Party based on which Party drafted any particular portion of this Agreement.
- 11.10. **Utah Law.** This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.
- 11.11. **Authority.** Each Party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.
- 11.12. **Duty to Act Reasonably and in Good Faith.** Unless otherwise expressly provided, each Party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement.
- 11.13. **Communication and Coordination.** The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.
- 11.14. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.
- 11.15. **Incorporation of Recitals and Introductory Paragraph.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
- 11.16. **Subjection and Subordination.** Each person or entity that holds any beneficial, equitable, or

Commented [A55]: Variable

other interest or encumbrances in all or any portion of Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments hereof. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to Master Developer or the County

- 11.17. **Severability.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.
- 11.18. **Other Necessary Acts.** Each of the Parties shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.
- 11.19. **No Third Party Beneficiaries.** All bonds, including but not limited to performance, warranty, and maintenance bonds, and related agreements are between the County, Master Developer (or contractor if applicable), and financial institution. No other party shall be deemed a third-party beneficiary or have any rights under this subsection or any bond or agreement entered into pertaining to bonds. Any other person or entity, including but not limited to owners of individual units or lots, shall have no right to bring any action under any bond or agreement as a third-party beneficiary or otherwise.

**12. Notices.**

- 12.1. **Written Notice.** Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by facsimile transmission or email.
- 12.2. **Addresses.** Notices shall be given to the Parties at their addresses set forth as follows in this section.

---

**If to the County:**

Weber County Commission  
2380 Washington Blvd, Ste #360  
Ogden, UT 84401

**With copies to:**

Weber County Attorney  
2380 Washington BLVD, Ste. #230  
Ogden, UT 84401

Weber County Planning Director  
2380 Washington BLVD, Ste. #240  
Ogden, UT 84401

---

**If to Master Developer:**

\_\_\_\_\_

**12.3. Effectiveness Of Notice.** Except as otherwise provided in this Agreement, each Notice shall be effective and shall be deemed delivered on the earlier of:

**12.3.1. Physical Delivery.** Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending Party has confirmation of transmission receipt of the Notice).

**12.3.2. Electronic Delivery.** Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending Party has an electronic receipt of the delivery of the Notice

**12.3.3. Mail Delivery.** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any Party may change its address for Notice under this Agreement by giving written Notice to the other Party in accordance with the provisions of this Section.

**13. Default and Remedies.**

**13.1. Notice of Default.** If Master Developer or a Subdeveloper or the County fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

**13.1.1. Contents of the Notice of Default.** The Notice of Default shall:

**13.1.1.1. Claim of Default.** Specify the claimed event of Default, including the approximate date of when the event is determined to have begun;

**13.1.1.2. Identification of Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

**13.1.1.3. Specify Materiality.** Identify why the Default is claimed to be material; and

**13.1.1.4. Optional Proposed Cure.** If the County chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

**13.2. Dispute Resolution Process.**

**13.2.1. Conference.** In the event of any dispute relating to this Agreement, the Parties, upon the request of either Party, shall meet within fourteen (14) calendar days to confer and seek to resolve the dispute ("Conference"). The Conference shall be attended by the following parties: (a) the County shall send department director(s) and County employees and contractors with information relating to the dispute, and (b) Master Developer shall send Master Developer's representative and any consultant(s) with technical information or expertise related to the dispute. The Parties shall, in good faith, endeavor to resolve their disputes through the Conference.

**13.2.2. Mediation.** If this Conference process does not resolve the dispute within the 7-day Conference period, the Parties shall in good faith submit the matter to mediation. The

Parties shall send the same types of representatives to mediation as specified for the "Conference" process. Additionally, the Parties shall have representatives present at the mediation with full authority to make a settlement within the range of terms being discussed, should settlement be deemed prudent. The mediation shall take place within forty-five (45) days of the Parties submitting the dispute to mediation. If the dispute is not able to be resolved through the mediation process in the 45-day period, the Parties may pursue their legal remedies in accordance with Utah and local law.

**13.3. Remedies.** If the parties are not able to resolve the Default by "Meet and Confer" then the parties may have the following remedies:

**13.3.1. Code Enforcement.** The Master Developer's failure to comply with this agreement constitutes a violation of the Land Use Code of Weber County, and is subject to the enforcement provisions and remedies thereof.

**13.3.2. Legal Remedies.** The rights and remedies available at law and in equity, including injunctive relief and specific performance, but not damages.

**13.3.3. Enforcement of Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

**13.3.4. Withholding Further Development Approvals.** The right to withhold any or all further reviews, approvals, licenses, Building Permits and/or other permits for development of the Project in the case of a Default by Master Developer until the Default has been cured.

**13.3.5. Extended Cure Period.** If any Default cannot be reasonably cured within sixty days, then such cure period shall be extended so long as the defaulting Party can provide substantial evidence that it is employing every effort reasonably available to pursuing a cure with reasonable diligence.

**13.3.6. Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.

**13.4. Venue.** Any action to enforce this Agreement shall be brought only in the Second Judicial District Court for the State of Utah, Weber County.

#### **14. Entire Agreement.**

This Agreement, together with all exhibits hereto, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement is specifically intended by the Parties to supersede all prior agreements between them or recorded to the property, whether written or oral.

#### **15. Covenants Running with the Land**

The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots, as opposed to Subdivided plats or Parcels, in the Project shall (1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; and (2) have no right to bring any action under this Agreement as a third-party beneficiary or otherwise.

#### **16. Counterparts.**

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile or by e-mail shall be deemed originally signed copies of this Agreement.

**IN WITNESS HEREOF**, the Parties hereto, having been duly authorized, have executed this Agreement.

(Signatures on following pages)

**17. SIGNATURES**

**“County”**  
**Weber County, a body corporate and politic of the State of Utah**

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

*[Name of Commission Chair]*  
Chair, Weber County Commission

**Commented [A57]:** Variable.

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Ricky D. Hatch, CPA  
Weber County Clerk/Auditor



"Owner"

\_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATE: \_\_\_\_\_

**Owner Acknowledgment**

State of Utah )  
 )ss.  
County of Davis )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, a limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company by authority of its members or its articles of organization; and said person acknowledged to me that said limited liability company executed the same.

\_\_\_\_\_  
My Commission Expires:

\_\_\_\_\_  
Notary Public, residing in

**Commented [A58]:** Variable. Omit if Master Developer and Owner are the same.

**18. Exhibit A – Property Legal Description**

*(Need from Applicant – Verify with GIS)*

**19. Exhibit B – Property Graphic Depiction**

*Insert aerial imagery with border around Property.*

### **Exhibit C – Community Plan**

The following pages provide the Community Plan for the Project. The Parties understand that de minimis deviations from this configuration may be allowed to better consider actual site conditions, pursuant to **Section 9.4** of this Agreement. For any conflicting provision within this Community Plan, the most restrictive for Master Developer shall apply.

**Requirements of a concept plan.** A concept plan shall comply with the following. The final agreement should replace this text box with the concept plan.

- **Survey.** The surveyed boundary lines of the Property and, if multiple zones, the boundaries of the zones, showing measured and/or recorded bearings, distances, and other controlling data with ties to section corners. Survey boundaries shall match the legal description(s) of Exhibit A – Property Legal Description.
- **Street and Pathway Layout and Configuration.**
  - **Connectivity Plan.** Conceptually illustrate the Project streets and how they align or connect to each other and to other streets on the perimeter of the Project. Also include in dashed lines a concept for how streets *might* align or connect with other streets outside of the Property.
  - **Street Labels.** All streets shall be labeled accordingly.
    - Minor Residential Streets shall be labeled with an "A."
    - Major Residential Streets shall be labeled with a "B."
    - Minor Collector Streets shall be labeled with a "C."
    - Major Collector Streets shall be labeled with a "D."
    - Minor Arterial Streets shall be labeled with an "E."
    - Major Arterial Streets shall be labeled with an "F."
- **Public Park Open Space.** Conceptually illustrate the Public Park Open Space acreage.
  - Label and shade, in a unique hue of green, the acreage intended to be improved park.
  - Label and shade, in a unique hue of green, the acreage intended to be natural park.
  - Label and shade, in a unique hue of green, the acreage intended to be pathway right-of-way.
  - Provide an open space table that shows:
    - Total Public Park Open Space acreage;
    - Improved park acreage;
    - Natural park acreage;
    - Pathway right-of-way acreage (except that acreage already counted within improved or natural park area); and
    - Linear feet of pathway that is not street-adjacent.
- **Lots.** Conceptually illustrate the general configuration of lot area. Unless otherwise required by the county, each lot or unit need not be illustrated, but rather each area that will contain lots and the configuration thereof.
- **Other.** Conceptually illustrate areas that are likely to be used for other purposes not specified above, such as area for utilities, water reservoirs, lift stations, pump houses, etc.

**20. Exhibit D – Associated Rezone Area**

*Insert depiction of the rezone.*

## 21. Exhibit E – Street Cross Sections

### Notes:

- *Include parkstrip/tree species width variable in each xsection.*
- *Each street needs to have a ½ width Project boundary variant.*
- *Specified materials and thicknesses are typical and may be varied by County Engineer to improve longevity due to atypical or unique site-specific characteristics.*
- *Arterial and collectors to avoid driveways entering street.*

Minor Residential Streets shall be labeled with an "A."

*As a limited connection street, Master Developer agrees to provide at least a 60-foot wide public street right-of-way for all streets that do not provide significant connection through the project or to collector or arterial streets.*

Major Residential Streets shall be labeled with a "B."

*Master Developer agrees to provide at least a 66-foot wide public street right-of-way for all streets that provide a continuous route through the Project, provide a continuous route that is greater than 1300 linear feet, contain a 10-foot paved pathway, or extends from a collector or arterial street and provides significant connection to other residential streets in the Project or beyond.*

Minor Collector Streets shall be labeled with a "C."

Major Collector Streets shall be labeled with an "D."

Minor Arterial Streets shall be labeled with an "E."

Major Arterial Streets shall be labeled with an "F."

- *UDOT considerations*
- *Pathway crossing considerations*

**Exhibit F – Typical Pathway Cross Section**

**Commented [CE59]:** Insert county standard.

- If concrete, pathway joints shall be saw-cut.

22. Exhibit G – Street Fencing/Wall Examples



**23. Exhibit H – Trailhead Conceptual Design and Improvements**

*Insert conceptual trailhead design here. Enter "reserved" in exhibit title if not applicable.*

**24. Exhibit I – Architectural Design Requirements**

*Insert building designs or specific design standards here. Enter "reserved" in exhibit title if not applicable.*