801-399-8791
2380 Washington Blvd. Ste 240, Ogden, UT. 84401
www.webercountyutah.gov/planning/

WEBER COUNTY
PLANNING DIVISION

MEMORANDUM

To: Weber County Planning Commission
From: Charles Ewert
Date: November 4, 2026
Subject: Bennet Addition 1 Rezone Re-Hearing

In the planning commission's October 13 meeting, a hearing was held and recommendation forwarded for an addition of property to the Bennet Master Planned Development. The applicant desires to bring about 35 acres into the project. Due to a noticing error, the recommendation only included about 15 acres. To rectify the error, the remaining 20 acres has been scheduled for another hearing on November 17, 2026.

Attached is the same staff report that was provided for the October 13 meeting/hearing.

Staff Report to the Weber County Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File# ZMA2026-07, Bennet Addition: A zoning map amendment to incorporate approximately 34.59 acres across five parcels into the existing Bennet Master Planned Development, with designation as TN-Bennet.
Agenda Date: October 13, 2026
Applicant: Bennet LLC, Representative: Genneva Blanchard
File Number: ZMA2026-07
Frontier Project Link: https://frontier.co.weber.ut.us/p/Project/Index/27039

Property Information

Approximate Location: Two additions abutting the southern edge of the Bennet development: one near 1150 South at the southwest corner and one near 4700 West at the southeast corner.
Current Zone(s): A-1 and A-2 Zone
Proposed Zone(s): TN-Bennet, a project-specific designation within the Traditional Neighborhood (TN) zone

Adjacent Land Use

North: Bennet Master Planned Development/Agriculture **South:** Agricultural and Large Lot Residential
East: Bennet Master Planned Development/Agriculture **West:** Agricultural and Large Lot Residential

Staff Information

Report Presenter: Charlie Ewert
cewert@webercountyutah.gov
801-399-8763
Report Reviewer: RG

Applicable Ordinances

Weber County Land Use Code, Title 102, Chapter 5 (Rezone Procedures); Title 104, Chapter 2 (Agricultural Zones); and applicable provisions governing the Traditional Neighborhood (TN) zone and TN-Bennet development.

Legislative Decisions

When the Planning Commission is acting as a recommending body to the County Commission, it is acting in a legislative capacity which allows broad 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

Note: AI-Assisted Preparation: Generative artificial intelligence was used to assist in preparing portions of this report. Planning staff independently reviewed and verified the substantive information, applicable regulations, findings, and recommendations and retains responsibility for the report's contents.

The Bennet Master Planned Development was previously considered under File #ZMA2024-16. Its development agreement was recorded January 8, 2026, as Entry No. 3400197. The original project encompasses approximately 550 acres and establishes a master-planned neighborhood framework regulated by the TN-Bennet designation, a transect map, and the recorded development agreement.

The applicant, Bennet LLC, now proposes to add five adjoining parcels totaling approximately 34.59 acres. A 5.25-acre parcel abuts the southwest corner of the original project along 1150 South. The remaining four parcels, totaling

approximately 29.34 acres, abut its southeast corner near 4700 West. The resulting amended project would encompass approximately 584.59 acres, based on the original approximate acreage.

The proposal includes a revised transect map encompassing the additional land. No other changes to the project framework, development intensity, street network, parks, or development agreement provisions have been identified. The applicant intends for the added parcels to become subject to the existing development agreement, as appropriately amended to incorporate them.

Policy Analysis

The proposed amendment is limited to incorporating adjoining land into an existing, previously approved master-planned development. The general plan already anticipates the proposed development pattern. The revised transect map provides the mechanism for assigning the added properties to the project's established neighborhood framework.

The six general rezone considerations – general plan consistency, compatibility, adjacent-property impacts, adequacy of services, natural resources, and transportation – were addressed extensively in the original Bennet staff report (prepared for the June 10, 2025 PC meeting). For this limited addition, the primary consideration is whether the added properties can be integrated into the same development framework. Their adjacency to the existing project, the General Plan's anticipated land use, and application of the existing development agreement support such integration. Site-specific development and infrastructure requirements will continue to apply through the agreement and subsequent development review.

The revised transect map and the legal description of the expanded project boundary should be incorporated into the development agreement through the appropriate amendment process. The map should clearly distinguish the newly added properties and their applicable transect districts.

Public Notice Correction. The original notice inadvertently included only the easternmost 10 acres of the proposed 30-acre property. A corrected notice was mailed seven days before the hearing, rather than the required 10 days, adding five previously unnotified property owners. To ensure adequate public participation, staff recommends that the Planning Commission consider and make a recommendation on the entire property as scheduled, then hold a second, properly noticed public hearing at its next meeting to reconsider or reaffirm its recommendation before the County Commission takes final action.

Staff recommended transect map adjustment. The proposed transect map, which is substantially based on the applicant's already approved map, shows a street intersecting with 4700 West is not likely to meet UDOT's minimum 660' distance from the existing 900 South. Further, staff is concerned that as development occurs, getting to West Weber Elementary will require traffic leaving this development to turn right (south) onto 4700 West, then make an immediate left (east) onto 900 South. Staff would not have this concern if 4700 West was a county controlled local or collector road. But where it is a state controlled arterial road, staff suggest aligning the intersection further south with the existing 900 South and 4700 West intersection, as shown in Figures 1 and 2.

Figure 1 and 2: Proposed Layout (Left) and Staff Recommended Conceptual Adjustment (Right)



Staff Recommendation

Staff recommends that the Planning Commission forward a positive recommendation to the County Commission for File #2026-07, Bennet Addition, to rezone approximately 34.59 acres from A-1 and A-2 to TN-Bennet, subject to the following:

1. Incorporating the added parcels and proposed transect map into the existing Bennet development agreement.
2. Adjusting the proposed transect map, and any other map in the existing development agreement, to accommodate for the 900 South intersection alignment.

This recommendation is supported by the following findings:

1. The proposed addition is consistent with the anticipated land use pattern of the general plan.
2. The subject properties abut the existing Bennet development and can be governed under its established TN-Bennet master-planning framework.
3. Applying the existing development agreement, as amended to include the added properties, provides continuity of development standards and obligations.
4. The proposal is will not adversely affect the public's health, safety, or welfare.

Model Motion

The model motions herein are only intended to help the planning commissioners provide clear and decisive motions for the record. Any specifics provided here are completely optional and voluntary. Some specifics, the inclusion of which may or may not be desired by the motioner, are listed to help the planning commission recall previous points of discussion that may help formulate a clear motion. Their inclusion here, or any omission of other previous points of discussion, are not intended to be interpreted as steering the final decision.

Motion for positive recommendation as-is:

I move we forward a positive recommendation to the County Commission for File #ZMA2026-07, Bennet Addition, to rezone approximately 34.59 acres across five parcels from A-1 and A-2 to TN-Bennet, subject to incorporation of the properties and revised transect map into the recorded Bennet development agreement, based on the findings in the staff report.

Motion for positive recommendation with changes:

I move we forward a positive recommendation to the County Commission for File #ZMA2026-07, Bennet Addition, to rezone approximately 34.59 acres across five parcels from A-1 and A-2 to TN-Bennet, subject to incorporation of the properties and revised transect map into the recorded Bennet development agreement, but with the following additional edits and corrections:

Example of ways to format a motion with changes:

1. *Example: Add a requirement for roadside beautification, water wise vegetation, and street art/décor to the development agreement for the two collector streets in the development. Include decorative night sky friendly street lighting at reasonable intervals. Require the creation of a homeowner's association to operate and maintain.*
2. *Example: Amend staff's consideration item # [ ]. It should instead read: [desired edits here].*
3. *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 recommendation for denial to the County Commission for File #ZMA2026-07, Bennet Addition, to rezone approximately 34.59 acres across five parcels from A-1 and A-2 to TN-Bennet. I do so with the following findings:

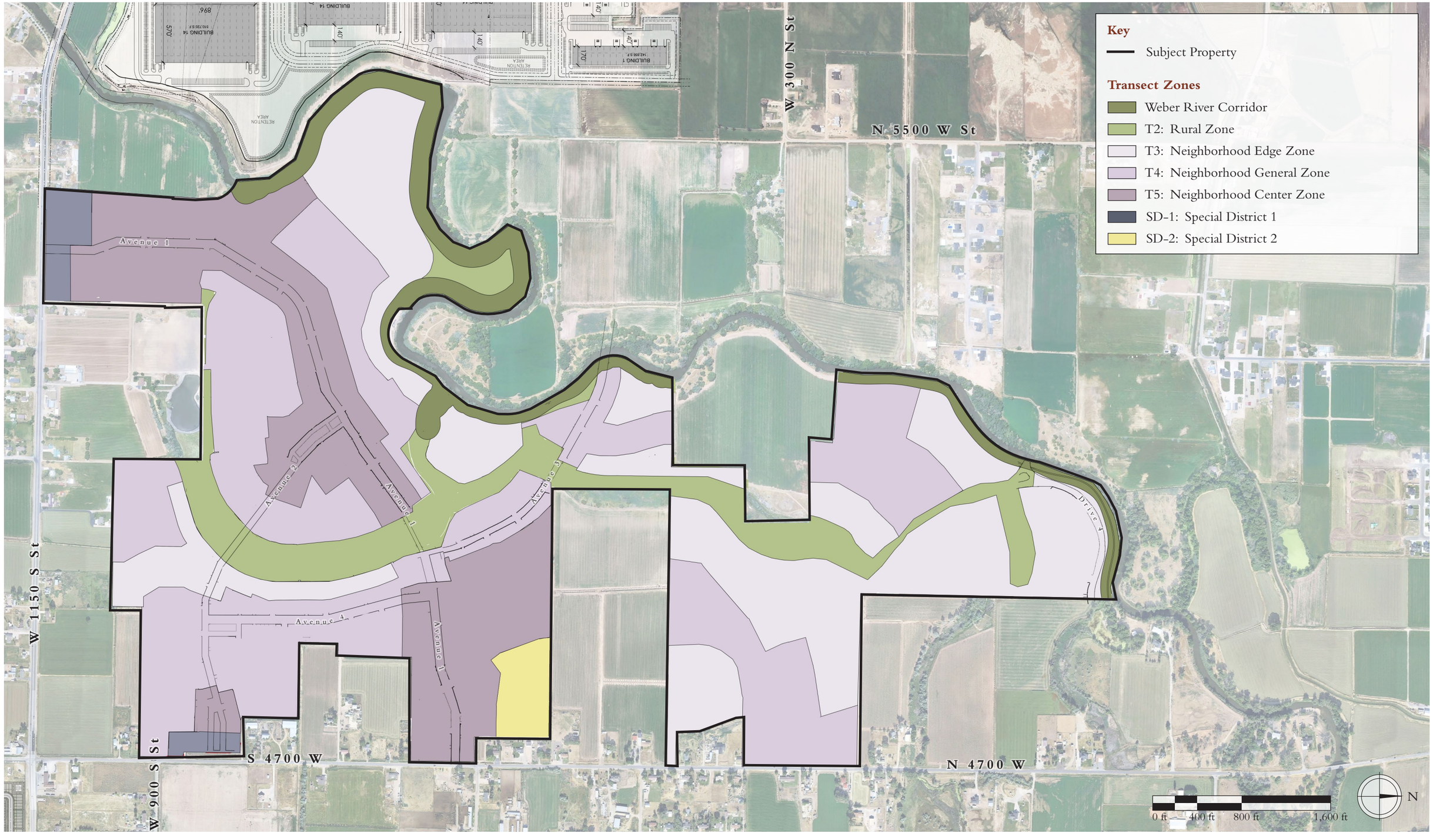
Examples findings for denial:

- *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: Application
Exhibit B: Omitted
Exhibit C: Omitted
Exhibit D: Omitted
Exhibit E: Staff-Generated Development Agreement Amendment.

Exhibit A: Application Information


Key
Subject Property
Transect Zones
Weber River Corridor
T2: Rural Zone
T3: Neighborhood Edge Zone
T4: Neighborhood General Zone
T5: Neighborhood Center Zone
SD-1: Special District 1
SD-2: Special District 2
W 300 N St
N 5500 W St
Avenue 1
Avenue 2
Avenue 1
Avenue 3
Drive 1
Avenue 4
Avenue 1
W 1150 S St
W 900 S St
S 4700 W
N 4700 W
0 ft
400 ft
800 ft
1,600 ft
N

TAYLOR WEST WEBER WATER DISTRICT
2815 WEST 3300 SOUTH
WEST HAVEN, UTAH 84401
801-731-1668
7/27/2026

Weber County Planning Commission
2380 Washington Boulevard
Ogden, Utah 84401

To Whom It May Concern:

Taylor West Weber Water Improvement District ("the District") has received notice of an application to rezone property located at approximately **5100 West, from 900 South to 700 North**, commonly known as the **Gibson Property**, located in unincorporated Weber County and identified as Parcel Numbers. **15-326-0001, 15-050-0010, 15-054-0017, 15-050-0011, and 15-054-0031**.

Based on the information currently available, the District has sufficient capacity to support the proposed rezoning as described in the attached application. The District provides **culinary water service only**.

The developer has been advised that there are two options for obtaining the required water capacity:

1. Transfer sufficient underground water rights to the District, including changing the points of diversion to Taylor West Weber Water Improvement District; or
2. Pay the applicable **Weber Basin Water Conservancy District water right impact fee**.

The District's current impact fee study requires **0.35 acre-feet of water per equivalent residential unit (ERU)**.

Pressurized secondary water is currently available in the area. Therefore, connection to **Hooper Irrigation Company** for secondary irrigation water will be required.

Once a development plan is submitted, the District's engineering department will conduct a detailed review. The proposed water system improvements must be reviewed and approved by both the District Engineer and the Board of Directors before a Final Will-Serve Letter can be considered. Following plan review, the District will issue a Will-Serve Letter outlining all applicable requirements that must be satisfied before subdivision approval and prior to the issuance of building permits.

As part of the engineering review, the District will perform a hydraulic model to evaluate system capacity and available fire flow. Based on the results of that analysis, additional improvements, including upsizing of existing or proposed water mains, may be required to meet District standards.

This letter is not a feasibility determination, Preliminary Will-Serve Letter, or Final Will-Serve Letter. It is provided solely as an acknowledgment that the District supports the proposed rezoning application based on the information currently available. Any future water service is subject to completion of the District's review process and compliance with all District standards, policies, fees, and Board approvals.

This letter is subject to ratification by the Taylor West Weber Water Improvement District Board of Directors at its meeting scheduled for **August 17, 2026, at 4:30 p.m.**

If you have any questions, please feel free to contact me.

Sincerely,

Ryan Rogers
General Manager
Taylor West Weber Water Improvement District


S 5900 W ST
500 S ST
W 500 S
US HWY 6/50
134
1100 S ST
W 1150 S
1150 S ST
5250 W ST
5200 W ST
SOUTHERN PACIFIC RAILROAD RR
135

Central Weber Sewer Improvement District

July 27, 2026

Charlie Ewert
Weber County Planning Commission
2380 Washington Blvd #240, Ogden, UT 84401

SUBJECT: Bennet (additional parcels)
Sanitary Sewer Service
Will Serve Letter

Charlie:

At the request of Blackpine to provide sanitary sewer treatment services to the subdivision called Bennet (additional parcels), a development of 200 Residences located approximately 4700 W. 1200 S. Weber County. **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.** We offer the following comments regarding Central Weber 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:

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: Kevin Hall, Central Weber Sewer
Paige Spencer
Chad Meyerhoffer, Weber County
genneva@theblackpinegroup.com

Exhibit D: Staff-Generated Development Agreement Amendment.

FIRST AMENDMENT

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

And

BENNET LLC, a Utah limited liability company

For the

BENNET MASTER PLANNED DEVELOPMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this **"Amendment"**) is entered into by and between WEBER COUNTY, UTAH (the **"County"**), a political subdivision of the State of Utah, and BENNET, LLC, a Utah limited liability company (the **"Master Developer"**). The County and Master Developer are the "Parties." This Amendment becomes effective as provided in Section 8 below.

RECITALS

A. The Parties entered into the Development Agreement for the Bennet Master Planned Development, recorded January 8, 2026, as Entry No. 3400197 (the **"Original Agreement"**).

B. The Original Agreement governs the Property described therein and anticipates incorporation of adjacent or contiguous land through boundary changes under Section 8.16.

C. Master Developer has requested that approximately 34.59 additional acres, consisting of the five parcels identified in Schedule 1, be added to the Bennet Master Planned Development (the **"Additional Property"**). The Additional Property is contiguous to the existing project and is proposed to be rezoned to the TN-Bennet designation.

D. The purpose of this Amendment is to add the Additional Property to the defined Property and Project, update the relevant exhibits, and apply the Original Agreement's existing rights and obligations to the Additional Property without otherwise renegotiating its substantive terms.

E. The Parties acknowledge that the addition increases the acreage used to calculate maximum residential primary dwelling units under Section 8.2.1 and affects open space under Section 8.9.1, and is therefore being processed as a Substantial Amendment under Section 9.

F. This Amendment is conditioned upon all necessary land use approvals, including the associated zoning map amendment, and execution by the Parties, and transfer of the Additional Property to Master Developer.

AGREEMENT

1. **Incorporation and Interpretation.** The foregoing recitals and the schedules and exhibits to this Amendment are incorporated herein. Capitalized terms not separately defined retain their meanings in the Original Agreement. In the event of a direct conflict between this Amendment and the Original Agreement, this Amendment controls solely as to the matters expressly amended.

2. **Addition of Property.** Upon the effectiveness of this Amendment and the associated rezone, the Additional Property described in Schedule 1 and legally described in Replacement Exhibit A shall be included in the "Property" and "Project" under the Original Agreement. Pursuant to Section 8.16 of the Original Agreement, the Additional Property and its development shall be subject to the TN-Bennet zone and all applicable terms, conditions, rights, and obligations of the Original Agreement, including density, open space, infrastructure, design, and phasing provisions.

3. **Replacement Exhibits.** The following exhibits to the Original Agreement are amended and replaced in their entirety by the correspondingly designated Replacement Exhibits (Replacement Exhibits) attached to this Amendment: Exhibit A (Property Legal Description), Exhibit B-1 (Property Graphic Depiction), Exhibit B-2 (Property Depiction of Prior Zones), Exhibit C (Conceptual Design Code), Exhibit D (Project

Land Plan) and Exhibit E-1 (Major Street Transportation Plan). No replacement exhibit is effective unless attached to this fully executed and recorded Amendment.

4. **Density and Open Space.**
    a. The Maximum Residential Primary Dwelling Units shall continue to be calculated under Section 8.2.1 of the Original Agreement using the total acreage of the Property as amended.
    b. Open space shall continue to be determined and provided under Sections 8.3.2 and 8.9 and other applicable provisions.
    c. No fixed unit allocation, revised open-space ratio, or exception to any existing requirement is created by this Amendment.
5. **Prior Zones and Reversion.** For purposes of the definition of "Prior Zone" and the expiration and reversion provisions of Section 2.2.1, the prior zoning of the Additional Property shall be the A-1 and A-2 zoning applicable immediately before the associated zoning map amendment, as depicted in Replacement Exhibit B-2. The Parties do not modify the operation of Section 2.2.1.
6. **Existing Rights, Obligations, and Term.** Except as expressly modified herein, the Original Agreement remains in full force and effect. This Amendment does not terminate, replace, or restart the Original Agreement, alter its original Effective Date or Term, or release any previously accrued obligation or vested right. The Parties intend this instrument to amend the Original Agreement, not to constitute a new development agreement.
7. **Approvals; Effective Date; Recording.** Without changing the Effective Date of the Original Agreement, this Amendment shall not become effective as to the Additional Property before the later of:
    a. Approval of the associated zoning map amendment and this Amendment by the Board of County Commissioners;
    b. Execution by the Parties;
    c. Recordation of this Amendment and its complete replacement exhibits in the records of the Weber County Recorder.
8. **Recordation and Incorporated Original Agreement.** A reference copy of the Original Agreement is included with this Amendment as Exhibit F for reference and incorporation by identification. The controlling original instrument is the executed and recorded Development Agreement, Entry No. 3400197. This Amendment and the Replacement Exhibits shall be recorded as an amendment to that instrument.
9. **Miscellaneous.** The Original Agreement's provisions concerning notices, assignment, default, dispute resolution, covenants running with the land, governing law, and counterparts apply to this Amendment to the extent relevant. This Amendment may be executed in counterparts.

SIGNATURES

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

By: _____

Gage Froerer
Chair, Weber County Commission

DATE: _____

ATTEST: _____

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

OWNER'S CONSENT AND ACKNOWLEDGMENT:

Each of the following Owners of the Property, or portions thereof, consents to the Master Developer executing the foregoing Agreement and subjecting the Property to the Project, approval, obligations and benefits described herein, and acknowledges County and Master Developer's reliance herein in developing the Project.

BENNET, LLC, a Utah Limited Liability Company

By: _____

Print Name: _____

Title: _____

Date: _____

Owner Acknowledgement

State of _____)

)ss

County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____ by _____, as _____ of BENNET, LLC, a Utah limited liability company.

_____

NOTARY PUBLIC

SCHEDULE 1. ADDITIONAL PROPERTY

Parcel ID	Approx. acres	Prior zone
15-326-0001	5.25	A-2
15-050-0010	5.75	A-1 / A-2
15-054-0017	3.80	A-1 / A-2
15-050-0011	6.75	A-2
15-054-0031	13.04	A-1

Total approximate acreage: 34.59 acres.

EXHIBITS ATTACHED:

The following exhibits are attached. Any exhibit named "Replacement Exhibit" is an exhibit of this Amendment and hereby supersedes its respective exhibit in the Original Agreement. Any exhibit no so named is only an exhibit of this Amendment.

- Exhibit A: Replacement Exhibit A - Complete recordable legal description of all Property, including Additional Property.
- Exhibit B-1: Replacement Exhibit B-1 - Revised boundary graphic.
- Exhibit B-2: Replacement Exhibit B-2 - Revised prior zoning graphic showing A-1 and A-2 areas.
- Exhibit C: Replacement Exhibit C - Revised Conceptual Design Code.
- Exhibit D: Replacement Exhibit D - Revised Project Land Plan.
- Exhibit E-1: Replacement Exhibit E-1 - Revised Major Street Transportation Plan, only if changed.
- Exhibit F: Original Agreement.

EXHIBIT A

REPLACEMENT EXHIBIT A - COMPLETE RECORDABLE LEGAL DESCRIPTION OF ALL PROPERTY, INCLUDING ADDITIONAL PROPERTY.

Legal Description of "Additional Property":

15-326-0001:

ALL OF LOT 1, K & K MOO VIEW SUBDIVISION, WEBER COUNTY, UTAH.

15-050-0010:

PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH,RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTEROF SECTION 17; THENCE NORTH 3.1 CHAINS; THENCE NORTH 89D36'WEST 20 CHAINS; THENCE SOUTH TO SOUTH QUARTER SECTION LINE;THENCE EAST 20 CHAINS TO BEGINNING.

15-054-0017:

PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 6 NORTH,RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING ATTHE NORTHEAST CORNER OF SAID QUARTER SECTION; RUNNING THENCESOUTH 1.9 CHAINS; THENCE NORTH 89D36' WEST 20 CHAINS; THENCENORTH 1.9 CHAINS TO SECTION LINE; THENCE EAST 20 CHAINS ALONGSECTION LINE TO THE POINT OF BEGINNING.

15-050-0011:

PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH,RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:BEGINNING 3.47 CHAINS NORTH OF THE SOUTHWEST CORNER OFSECTION 17; THENCE SOUTH 89D36' EAST 20 CHAINS; THENCE SOUTHTO SOUTH QUARTER SECTION LINE; THENCE WEST 20 CHAINS; THENCENORTH 3.47 CHAINS TO BEGINNING.

15-054-0031:

PART OF NORTHWEST QUARTER SECTION 20, TOWNSHIP 6 NORTH,RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING ATNORTHWEST CORNER OF SAID SECTION 20; THENCE SOUTH 6.53 CHAINS;THENCE SOUTH 89D36' EAST 951.15 FEET, MORE OR LESS, THENCEALONG AN OLD FENCE SOUTH 89D37'58" EAST 95.52 FEET, THENCESOUTH 88D57'37" EAST 180.17 FEET, THENCE SOUTH 89D56'42" EAST93.16 FEET (BOUNDARY LINE AGREEMENT E# 2180018), THENCE NORTH6.53 CHAINS, THENCE WEST ALONG SECTION LINE TO BEGINNING.

Legal Description of original acreage from Original Agreement:

A parcel of land located in the East Half of Section 7, West Half of Section 8, West Half of Section 17, East Half and Southwest Quarter of Section 18, and Northeast Quarter of Section 19, Township 6 North, Range 2 West, Salt Lake Base and Meridian and is described as follows:

Beginning at the Center of Section 17 (6N2W17C – 2023); thence S. 00°54'07" W. 325.91 feet along the Quarter Section Line; thence N. 89°33'05" W. 925.90 feet to the center of an existing ditch; thence along the center of said existing ditch the following three (3) courses: 1) S. 01°00'48" W. 266.57 feet; 2) S. 00°08'28" W. 318.02 feet; 3) S. 00°54'43" E. 76.40 feet to a northerly edge of dirt road; thence N. 89°06'16" W. 130.79 feet along said northerly edge of dirt road to a north extension of the centerline of an existing ditch; thence along said extension and centerline of existing ditch the following tow (2) courses: 1) S. 00°14'35" W. 271.83 feet; 2) S. 02°19'14" E. 81.27 feet; thence S. 89°09'36" E. 673.52 feet; thence S. 01°49'43" W. 506.66 feet to a rebar and yellow cap stamped “Gardner Engineering” and existing fence; thence S. 88°44'54" E. 340.26 feet along said existing fence to a rebar and yellow cap stamped “Gardner Engineering” and a westerly right-of-way line of 4700 West Street; thence S. 01°06'08" W. 513.34 feet along said westerly right-of-way line to a rebar and yellow cap stamped “Gardner Engineering” and existing fence; thence N. 89°03'02" W. 1,304.03 feet along said existing fence to a rebar and yellow cap stamped “Gardner Engineering”; thence N. 00°34'19" E. 6.70 feet to a easterly extension of an old existing wire fence; thence N. 89°51'09" W. 1,317.23 feet along said extension and old existing wire fence and extension thereof to the Section Line; thence N. 00°44'30" E. 136.95 feet along said Section Line; thence N. 89°19'20" W. 1,393.18 feet to an along an existing wire fence to a fence post; thence S. 01°57'57" W. 139.10 feet; thence S. 01°05'40" W. 192.54 feet; thence S. 01°03'13" W. 383.32 feet to an along an existing fence; thence along said existing fence the following six (6) courses: 1) S. 01°38'51" W. 336.73 feet; 2) S. 03°54'55" W. 47.92 feet; 3) S. 06°30'05" W. 46.97 feet; 4) S. 19°10'57" W. 12.75 feet; 5) S. 33°37'26" W. 18.71 feet; 6) S. 01°57'07" W. 258.51 feet to the northerly right-of-way line of 1200 Street also, known as Project No. LG_WC_1200 South; thence N. 88°48'23" W. 810.00 feet along said northerly right-of-way line to the easterly line of K & K Moo View Subdivision recorded August 2, 2002 as Entry No. 1866233 in Book 56, at Page 19 in the Office of the Weber County Recorder; thence along said K & K Moo View Subdivision the following two (2) courses: 1) N. 04°26'49" E. 1,130.77 feet; 2) N. 86°44'10" W. 202.66 feet to the northwesterly corner of said K & K Moo View Subdivision and an existing fence; thence N. 04°41'07" E. 209.84 feet along said existing fence; thence N. 07°27'33" E. 62.39 feet along said existing fence; thence N. 03°02'11" E. 48.67 feet along a broken fence; thence N. 00°07'35" E. 61.59 feet along a broken fence; thence N. 23°41'14" W. 66.55 feet to a fence corner; thence along said fence the following two (2) courses: 1) N. 23°04'15" W. 51.55 feet; 2) N. 44°38'16" W. 85.79 feet to a railroad tie; thence N. 61°43'07" W. 65.61 feet to the center of channel of Weber River; thence along said center of channel of Weber River the following thirty-six (36) courses: 1) N. 30°18'11" E. 14.34 feet; 2) N. 04°52'41" W. 272.77 feet; 3) N. 35°48'16" W. 294.17 feet; 4) N. 69°59'01" W. 378.34 feet; 5) N. 47°23'38" W. 313.57 feet; 6) N. 37°12'51" W. 290.22 feet; 7) N. 12°18'57" W. 168.55 feet; 8) N. 08°15'50" E. 124.04 feet; 9) N. 14°23'03" E. 443.45 feet; 10) N. 85°56'51" E. 180.52 feet; 11) S. 74°02'23" E. 225.40 feet; 12) S. 78°53'20" E. 263.31 feet; 13) S. 89°27'21" E. 433.05 feet; 14) N. 60°19'39" E. 237.66 feet; 15) N. 43°53'15" E. 155.25 feet; 16) N. 21°59'13" E. 169.36 feet; 17) N. 23°33'34" W. 177.12 feet; 18) N. 37°53'31" W. 228.96 feet; 19) N. 25°11'53" E. 124.39 feet; 20) N. 73°36'04" E. 198.80 feet; 21) N.

85°56'24" E. 230.55 feet; 22) S. 73°26'31" E. 162.75 feet; 23) S. 41°30'10" E. 177.43 feet; 24) S. 11°13'36" E. 159.60 feet; 25) S. 00°27'13" W. 85.79 feet; 26) S. 09°42'20" W. 75.94 feet; 27) S. 15°26'29" W. 44.53 feet; 28) S. 28°20'57" W. 114.74 feet; 29) S. 33°47'02" W. 77.48 feet; 30) S. 28°17'35" W. 80.69 feet; 31) S. 06°42'37" W. 69.66 feet; 32) S. 00°18'17" W. 46.40 feet; 33) S. 09°29'25" E. 57.10 feet; 34) S. 28°26'30" E. 64.60 feet; 35) S. 43°38'03" E. 78.32 feet; 36) S. 49°03'06" E. 44.57 feet; thence S. 00°44'30" W. 90.49 feet to the top bank of the Weber River; thence along said top bank of the Weber River the following thirteen (13) courses: 1) S. 52°56'51" E. 69.44 feet to a point of tangency with a 275.00 feet radius to the left, concave North; 2) Easterly 472.87 feet along the arc of said curve, through a central angle of 98°31'21" (Chord bears N. 77°47'28" E. 416.73 feet); 3) N. 28°31'47" E. 319.08 feet; 4) N. 53°50'39" E. 114.80 feet; 5) N. 37°12'37" E. 280.54 feet; 6) N. 18°27'47" E. 185.42 feet to a point of tangency with a 550.00 feet radius to the left, concave westerly; 7) Northerly 460.05 feet along the arc of said curve, through a central angle of 47°55'31" (Chord bears N. 05°29'59" W. 446.75 feet); 8) N. 29°27'44" W. 297.86 feet; 9) N. 38°36'35" W. 144.11 feet; 10) N. 45°25'13" W. 177.78 feet to a point of tangency with a 275.00 feet radius to the right, concave easterly; 11) Northerly 384.56 feet along the arc of said curve, through a central angle of 80°07'24" (Chord bears N. 05°21'31" W. 353.99 feet); 12) N. 34°42'11" E. 158.99 feet; 13) N. 13°51'45" E. 234.56 feet; thence to and along an existing wire fence the following two (2) courses: 1) N. 87°32'10" E. 132.46 feet; 2) S. 89°31'53" E. 658.06 feet to the Section Line; thence N. 00°44'37" E. 649.12 feet along the Section Line to the Northwest Corner of said Section 17 (6N2W18NE – 1963); thence S. 89°43'59" E. 500.00 feet along the Section Line; thence N. 00°18'59" W. 596.81 feet; thence to and along an existing wire fence the following three (3) courses: 1) N. 89°38'14" W. 741.41 feet; 2) N. 05°56'52" E. 202.29 feet; 3) N. 85°17'34" W. 643.96 feet to said top bank of the Weber River; thence along said top bank of the Weber River the following seventeen (17) courses: 1) N. 08°30'10" E. 230.11 feet; 2) N. 00°40'13" W. 232.22 feet; 3) N. 07°52'21" E. 438.26 feet; 4) N. 30°57'57" E. 120.64 feet; 5) N. 56°14'58" E. 360.09 feet to a point of tangency with a 850.00 feet radius to the left, concave northwesterly; 6) Northeasterly 653.13 feet along the arc of said curve, through a central angle of 44°01'32" (Chord bears N. 34°14'13" E. 637.18 feet); 7) N. 12°13'27" E. 80.73 feet; 8) N. 20°52'33" E. 203.01 feet; 9) N. 18°41'57" E. 307.33 feet; 10) N. 50°56'30" E. 88.91 feet; 11) N. 56°35'00" E. 129.38 feet; 12) N. 63°17'55" E. 127.45 feet; 13) N. 72°57'00" E. 71.26 feet; 14) N. 79°49'34" E. 186.95 feet; 15) S. 83°18'14" E. 149.03 feet; 16) S. 75°00'05" E. 254.48 feet; 17) N. 79°04'38" E. 102.05 feet to an existing wire fence shown on that Record of Survey filed as #834 in the Office of the Weber County Surveyor; thence along said existing fence shown in said Record of Survey filed as #834 the following two (2) courses: 1) S. 01°10'31" W. 693.30 feet; 2) S. 01°15'46" W. 490.92 feet; thence S. 01°16'22" W. 1,062.40 feet along said existing fence as shown on that Record of Survey filed as #2559 in the Office of said Surveyor to a fence corner on the northerly side of an existing 20.00-foot right of way; thence S. 00°00'03" W. 20.04 feet; thence S. 88°43'44" E. 1,567.76 feet to the Quarter Section Line; thence S. 00°51'09" W. 1,023.31 feet along the Quarter Section Line to the North Quarter Corner of said Section 17; thence N. 89°43'59" W. 432.74 feet along the Section Line to the northwesterly corner of Hucknall Torkard Villas recorded May 25, 2018 as Entry No. 2922676 in Book 83, at Page 45 in the Office of the Weber County Recorder; thence along said Hucknall Torkard Villas the following four (4) courses: 1) S. 07°02'52" E. 91.36 feet; 2) S. 18°57'16" E. 341.07 feet; 3) S. 00°39'01" E. 188.19 feet; 4) S. 89°12'29" E. 301.27 feet to the Quarter Section Line; thence S. 00°41'56" W. 70.03 feet along the Quarter Section Line to the northeasterly corner of a parcel of land shown on that Record of Survey filed as #539 in the Office of said Surveyor; thence along said parcel shown on said Record of

Survey filed as #539 the following three (3) courses: 1) N. 89°12'29" W. 2,474.95 feet; 2) S. 00°41'57" W. 1,074.64 feet; 3) S. 89°19'25" E. 2,242.00 feet to the northwesterly corner of Lot 1, Ingram Subdivision recorded March 19, 2013 as Entry No. 2625850 in Book 73, at Page 84 in the Office of said Weber County Recorder; thence S. 00°42'08" W. 661.53 feet along the westerly line of said Ingram Subdivision and CJ Hancock Subdivision recorded September 22, 2010 as Entry No. 2492767 in Book 71, at Page 58 in the Office of said Recorder and extension thereof; thence S. 89°18'04" E. 224.44 feet to and along and existing wire fence to the Quarter Section Line; thence S. 00°54'09" W. 243.85 feet along said Quarter Section Line to the Point of Beginning.

The above-described parcel contains 24,459,473 sq. ft. or 561.512 acres, more or less.

EXHIBIT “B”: By this reference, made a part hereof.

BASIS OF BEARING: S. 00°54'07” W. along the Quarter Section line between the Center of Section 6N2W17C - 2023 and the South Quarter Corner of said Section 17, Township 6 North, Range 2 West, Salt Lake Base and Meridian.

EXHIBIT B-1

REPLACEMENT EXHIBIT B-1 - REVISED BOUNDARY GRAPHIC

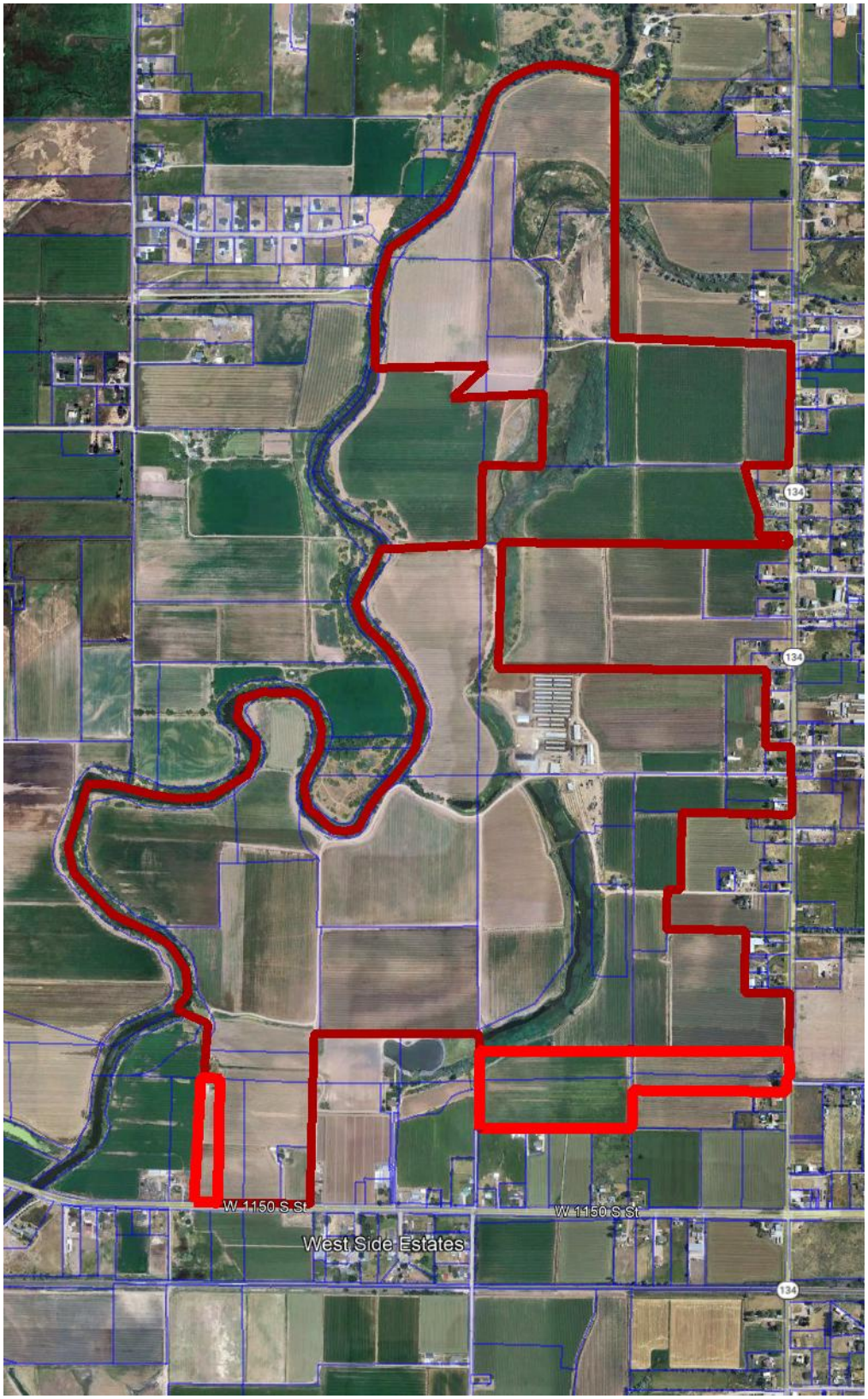


EXHIBIT B-2

REPLACEMENT EXHIBIT B-2 - REVISED PRIOR ZONING GRAPHIC SHOWING A-1 AND A-2 AREAS.

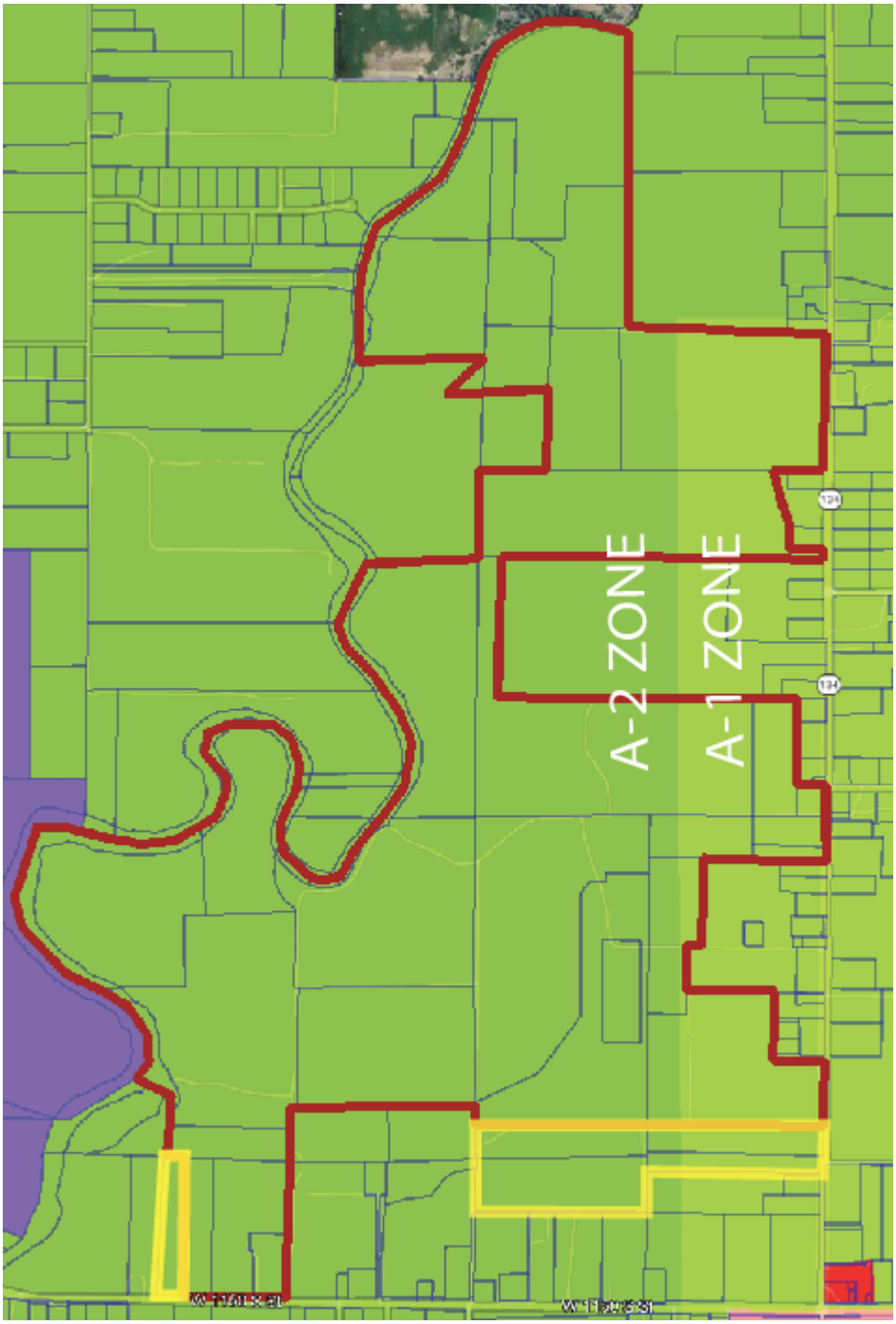


EXHIBIT C

REPLACEMENT EXHIBIT C - REVISED CONCEPTUAL DESIGN CODE.

Staff Notes

- *The map at the front of the Conceptual Design Code:*
  - *Revise to include Additional Property*
  - *Ensure streets are aligned to connect to 4700 West at existing 900 South and 400 South intersections.*

EXHIBIT D

REPLACEMENT EXHIBIT D - REVISED PROJECT LAND PLAN

Staff Notes

- *The revised updated map is titled "Transect Map." It needs to be retitled to "Revised Project Land Plan"*
- *Revise to include Additional Property and to move the two streets showing as intersecting with 4700 West to intersect at an existing intersection (@ 400 South and 900 South). Example (from staff) illustrated below:*

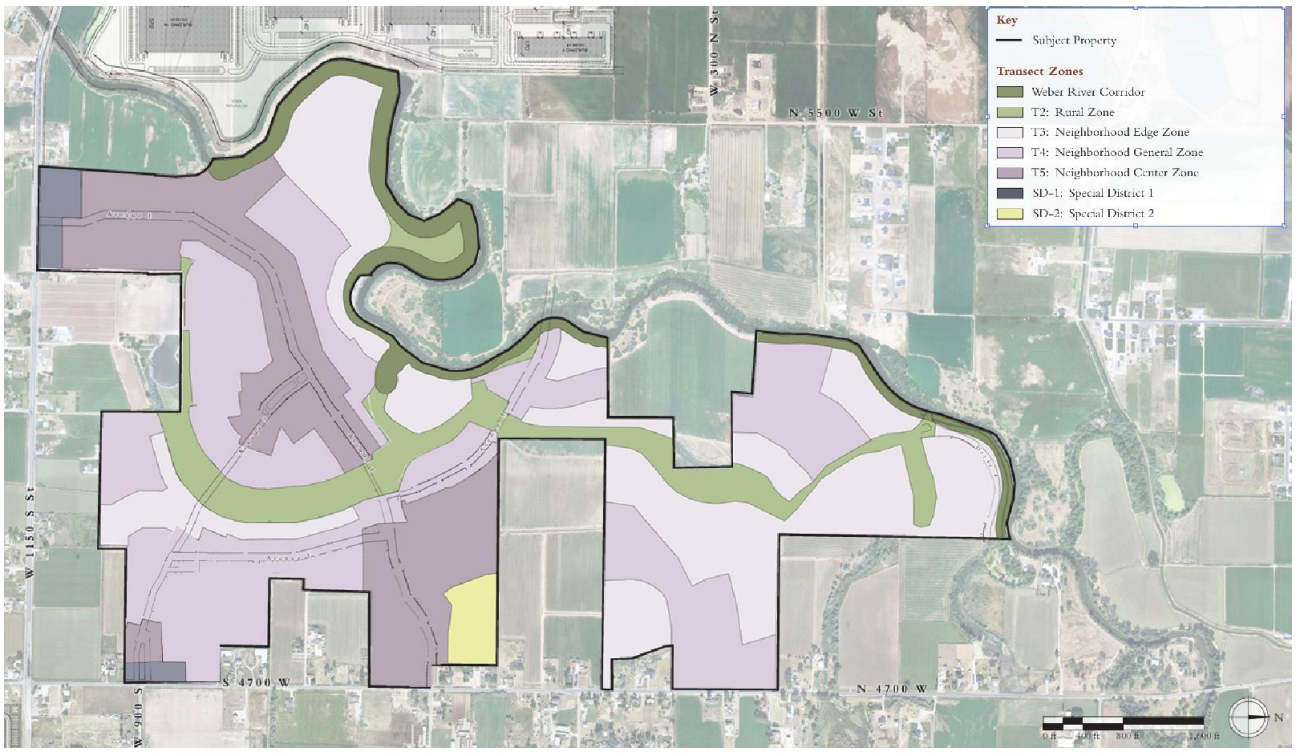


EXHIBIT E-1

REPLACEMENT EXHIBIT E-1 - REVISED MAJOR STREET TRANSPORTATION PLAN

Staff Notes

- *Revise to include Additional Property*
- *Move the two streets showing as intersecting with 4700 West to intersect at an existing intersection (@ 400 South and 900 South).*

EXHIBIT F

ORIGINAL AGREEMENT.