

APPLICATION FOR A PLAIN CITY SUBDIVISION

Subdivision Name BAR W Ranch Zone _____ Date Submitted FEBRUARY 7, 2024

Address of Subdivision 3625 North 4475 West Plain City, UT No. of Units or Lots 8

List all Parcel Numbers included in development: 19-008-0014 8

Owner Name Con & Jerilyn Wilcox Full Address 4640 West 2200 North Plain City, Utah

Phone # 801-663-5927 Cell # same Email jeri.wilcox74@hotmail.com

Subdivider's Name Con & Jeri Wilcox Full Address 4640 West 2200 North Plain City, Utah

Phone # 801-663-5927 Cell # same Email jeri.wilcox74@hotmail.com

Name of Intended Escrow Holder _____ Address _____

Contact Name _____ Phone # _____ Email _____

Surveyor's Name Kerth Russell Address 909 North 400 West Layton Phone # 801-547-1100

Engineer's Name Cam Preston Address 909 North 400 West Layton Phone # 801-547-1100

Have all property taxes, interests and penalties been paid? _____ (no approval given until paid in full.) UCA 10-9a-603(3)

Secondary Water Available? 154 shares of Plain City Irrigation Company Contact _____ Phone # _____

Secondary Water System in Place? No Type Flood Irrigation - Gravity Flow planned for the development Phone # _____

Culinary Water Available? YES Type Bona Vista Phone # _____

Sewer Connection Available? YES Contact _____ Type _____

Is Property in a Flood Hazard Area? Partial Flood Zone Zone A partial Lowest Elevation no elevations

Access Road above 4215' Elevation? 4220.45 Top of Road Source Sage Creek Phase 1

Please describe any agreements, rights-of-way, easements etc, which could affect this site: (Use other side if needed)

none that I know of

Describe history of parcel being subdivided, approximate dates and acreage of past land divisions: (Use other side if needed)

This parcel was part of a larger parcel and was split off in 2021 and sold to Wilcox (70 acres)

The above information is true and accurate to the best of my knowledge.

Date 2/15/2024

Signature Con & Jeri Wilcox

Office Use Only

Subdivision Filing Fee: \$1600.00

Subdivision Engineering Fee: \$912.00

Number of Copies: _____

Receipt No. 2-036713

Plain City Subdivision Packet
March 2022

PC Preliminary Approval Date: _____

PC Final Approval Date: _____

CC Final Approval Date: _____

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH)
) ss
COUNTY OF WEBER)

I (we), Coné Jerilyn Wilcox being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I also acknowledge that I have received written instructions regarding the process for which I am applying and the Plain City Planning staff has indicated they are available to assist me in making this application.

[Signature]
(Property Owner)

Coné LHL
(Property Owner)

Subscribed and sworn to me this 15th day of February, 2024.



[Signature]
(Notary)

Residing in Weber County, Utah

My commission expires: 12-28-2027

AGENT AUTHORIZATION

I (we), _____, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) _____ to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

(Property Owner)

(Agent)

(Property Owner)

Dated this _____ day of _____, 20_____, personally appeared before me

_____, the signer(s) of the above agent authorization who duly acknowledged to me that they executed the same.

(Notary)

Residing in Weber County, Utah

My commission expires: _____



Memorandum

To: Tammy Folkman, Land Use Specialist
Plain City Corporation

From: Brad C. Jensen, P.E. 
Wasatch Civil Consulting Engineering

Date: April 2, 2024

Subject: Bar W Ranch Subdivision, Phase 1 – Revised Preliminary Plan Review

We have reviewed the revised preliminary plans for the Bar W Ranch Subdivision, Phase 1 and have the following comments:

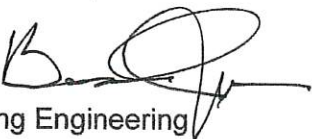
1. Plans show a sanitary sewer system within this development. It is our understanding that the developers of Sage Creek Subdivision, Phase 1 are preparing to submit plans showing revisions to their previously approved sanitary sewer system. The sewer connection for this development should not receive final approval until the Sage Creek Subdivision system is installed.
2. Plans show a flood irrigation system proposed for this development. The Plain City Code required pressurized irrigation. However, Section 11-5-7 allows an exception if the subdivision is not within 2,400 feet (300' times the number of lots in the subdivision) of an existing secondary water system line. It is our understanding that the Developers of Sage Creek Subdivision are currently revising their plans regarding their secondary water system. Consequently, at this point it is unclear what their proposed system will consist of or if there will be sufficient capacity for the Bar W Ranch Subdivision. If the Developer of the Bar W Ranch Subdivision can provide sufficient water shares for each lot, The City may consider approving a flood irrigation system as proposed.
3. Access to this development is through roads being constructed as part of Sage Creek Subdivision, Phase 1. This phase of the Sage Creek development is currently under construction and has not been completed. We recommend this road must be built before final approval is granted.

If you have any questions or require additional information, feel free to call.



Memorandum

To: Tammy Folkman, Land Use Specialist
Plain City Corporation

From: Brad C. Jensen, P.E. 
Wasatch Civil Consulting Engineering

Date: March 21, 2024

Subject: Bar W Ranch Subdivision, Phase 1 - Preliminary Plan Review

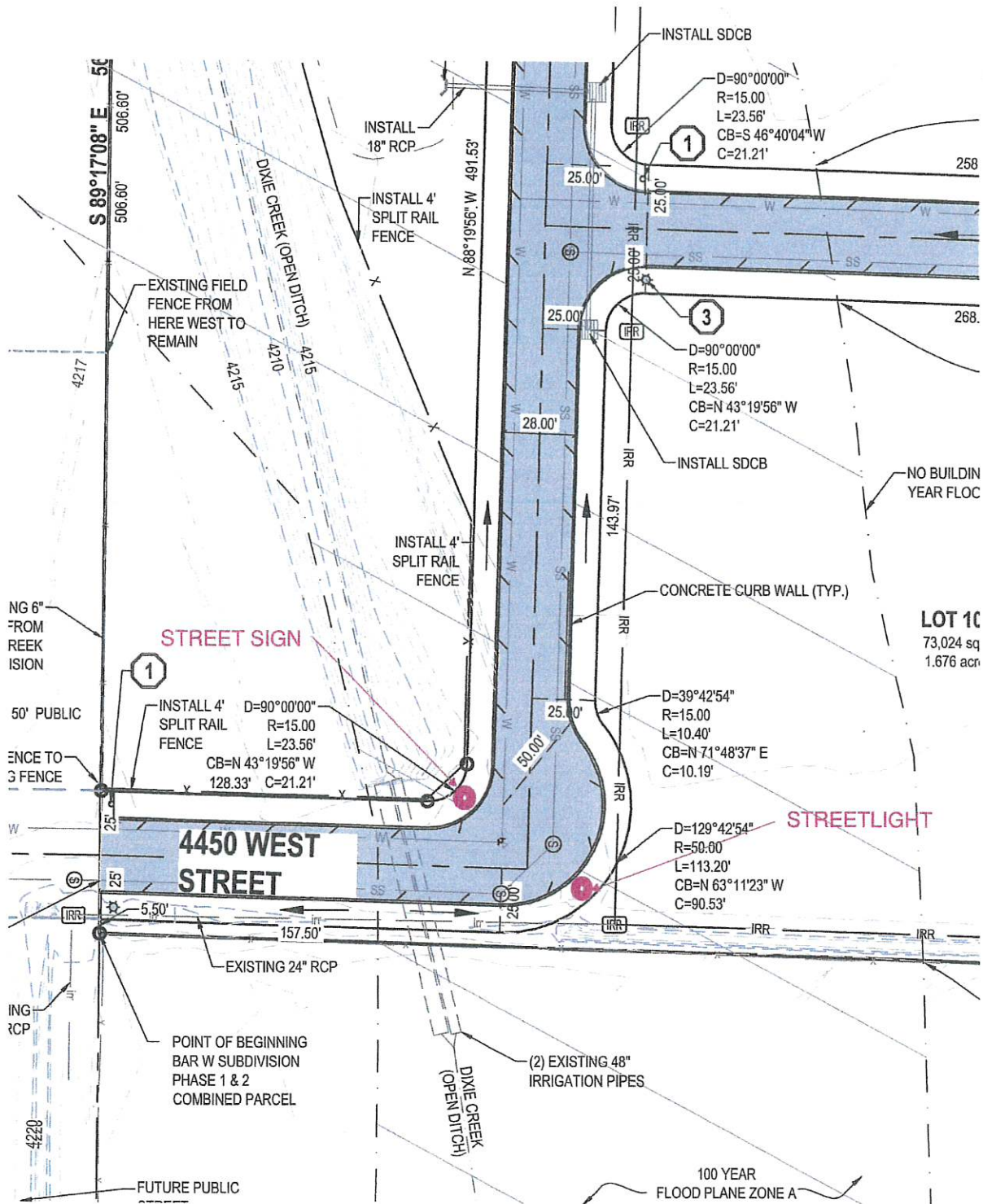
We have reviewed the preliminary plans for the Bar W Ranch Subdivision, Phase 1 and have the following comments:

1. The submitted plan shows a Phase 1 and Phase 2. However, a note on the drawing indicates there are no plans to develop the Phase 2 area in the foreseeable future. Section 11-3-4 of the Plain City Code states *"Preliminary approval of any undeveloped phases of a phased subdivision shall become null and void should more than two (2) years elapse between the date of conditional acceptance of the off-site improvements of the last phase by the City and the application for final approval of a subsequent phase"*. If there are no plans to develop that portion of the property in the foreseeable future, we recommend that portion of the property be identified as "Future Development" with no conceptual plan. The future development will then be a completely different subdivision.
2. It is our understanding that this area has frequent shallow groundwater. A note should be placed on the plat as follows: "There shall be no finished floor elevations below the existing ground surface elevation".
3. The drainage recommendations listed in the geotechnical report completed for this development should be strictly enforced.
4. Although there is a note regarding culinary water, plans do not show the culinary water system as required by the Plain City Code. Final plans for the proposed culinary water system must be reviewed and approved by Bona Vista Water Improvement District.
5. Plans do not show any provisions for a sanitary sewer. This should be shown on the plans in accordance with the Plain City Code.
6. Plans show flood irrigation system as part of this development. Section 11-5-7 of the Plain City Code requires pressurized secondary water as part of the

development of a subdivision with the following exception, *"Subdivisions not located within three hundred feet (300') times the number of lots in the subdivision of an existing secondary water system line are exempt provided the developer shows that another water source (not including wells) will provide the subdivision with secondary water. Owner shall agree to connect to secondary water system when a line is installed within three hundred feet (300') of the lot. Owners must connect to the secondary water system lines within one year of the date the line is installed within three hundred feet (300') of the lot. A restriction shall be recorded against all lots covered under this exception with the purpose of placing all future landowners on notice of the requirement to connect to the water line within the one-year requirement above stated"*. Once the secondary water system is developed to Sage Creek Subdivision the development could connect to it. If the flood irrigation system is approved, proof of sufficient water shares for each lot must be submitted.

7. The plan shows an area that is identified as "100 Year Flood Zone A". This area must be clearly identified on the final plans along with appropriate notes that restrict certain types of building in that area. Any requirements listed in the Plain City Sensitive Land Ordinance should also be complied with.
8. Plans show the access to this development is through Sage Creek Subdivision, Phase 1. This phase is currently under construction and has not been completed. Since it is unknown when this road will be built, using it as a primary access for a separate development is not recommended.
9. There is a planned secondary access associated with Sage Creek Subdivision, Phase 2, that would serve this development as well. This second access is required for the Sage Creek Subdivision to proceed beyond Phase 1. If the Bar W Ranches Subdivision is constructed before the second access is done, there will be 8 additional lots without a secondary access.
10. Temporary turn-around easements must be shown on both streets terminating into the Phase 2 area.
11. An additional street sign and streetlight should be shown in accordance with our redlined check print.
12. Any irrigation/drainage ditches that run along the perimeter, or through the development must be piped or fenced in accordance with Plain City requirements.
13. Street numbers and addresses will be assigned by our office during the final approval process.

If you have any questions or require additional information, feel free to call.



Bar W Ranch Subdivision

Comments on Wasatch Civil Memorandum dated March 21, 2024

Submittal March 28, 2024

- 1) The Future Development is shown for information purposes only. The Legal Description and submittal for consideration in the application is Bar W Ranch Phase 1, (the 8 lots and Parcel A.)
- 2) Shallow Groundwater – Placing a note on the final plat that all finish floor elevations will be above existing ground is acceptable.
- 3) Final plan drainage design will follow the recommendations in the Geotechnical Report.
- 4) There are culinary water line and fire hydrants on the plans and are show to tie to the water lines in Sage Creek where we make the road connection.
- 5) There are sanitary sewer lines on the plans and are shown to tie into that line in Sage Creek where we make the road connection.
- 6) Pressure Secondary Water connection is if there is either Pine View Water Systems or Mountain View Irrigation. It is my understanding that neither of these providers are close to this property. With larger lots our proposal is to use a gravity irrigation system for the lots and the remainder acreage to the west.
- 7) We will comply with the 100 Year Flood Line and Restrictions for buildings and notes referencing this will be added to the final plat.
- 8) We acknowledge that our access is through Sage Creek Phase 1 and have waited for this connection to be completed and the plat recorded. We recognize that we cannot complete our Phase until the Sage Creek Phase 1 plat is recorded.
- 9) Bar W Ranch Subdivision Phase 1 has only 8 lots and is a separate development from Sage Creek Phase 1.
- 10) Temporary Turn-arounds have been added to the drawings.
- 11) The additional Street Sign and Street Light have been added to the plans.
- 12) Irrigation lines will be piped and/or fenced according to Plain City requirements.
- 13) Addressing will come from the city.

Tammy Folkman

Fire Marshall

From: Brad Jensen <brad.jensen01@yahoo.com>
Sent: Tuesday, April 2, 2024 3:35 PM
To: Tammy Folkman
Subject: Re: Bar J Ranch

Everything looks good.

Thanks

Brad Jensen

On Tuesday, April 2, 2024 at 01:47:09 PM MDT, Tammy Folkman <tammyf@plaincityutah.org> wrote:

Hi Brad, did you have any comments for this subdivision. If you sent them I can't find any sorry. Thanks

From: Tammy Folkman
Sent: Friday, February 16, 2024 10:06 AM
To: Brad Jensen (brad.jensen01@yahoo.com) <brad.jensen01@yahoo.com>
Subject: Bar J Ranch

I just got this in for review can you take a look at let me know about fire hydrants.

Thanks

Tammy Folkman

Land Use Specialist

Plain City Corporation

4160 W 2200 N

Plain City, UT 84404

tammyf@plaincityutah.org

801-731-4908

February 22, 2024

Tammy Folkman
tammyf@plaincityutah.org

Dear Tammy:

Rocky Mountain Power will supply power to an eight-lot subdivision located at or near 4500 West 3600 North, Plain City, Utah.

- Applicant will apply for power by calling 1-888-221-7070
- Applicant or Developer will supply a signed, approved recorded property plat map with lot numbers, addresses, and section corners identified if applicable.
- Residential and Commercial Developer will supply an electronic copy of the subdivision by e-mail, (Auto-cad version 2011), to the estimator assigned to the project.
- Residential Subdivision Developer will pay all costs which are non-refundable above the \$750.00 per lot allowance according to line extension tariff, regulation 12.
- All single lot applicants will be subject to the line extension rules and regulation 12.
- Applicant is responsible to sign a contract after job is approved by Rocky Mountain Power management and pay any associated costs before work can be scheduled or materials ordered.
- Rocky Mountain Power engineering review may be required and may be subject to additional charges according to our filed line extension tariff, regulation 12.

If you have any questions regarding these provisions, please feel free to call me at 801-629-4426

Respectfully,

Robert Thorsted
Estimator
Rocky Mountain Power



Bona Vista Water Improvement District

2020 West 1300 North, Farr West, Utah 84404

Phone (801) 621-0474 Fax (801) 621-0475

1/7/2022

To Whom it May Concern:

RE: **AVAILABILITY LETTER – Bar W Ranch PH #1**

The development is located at approximately 4550 west 3600 north in Plain City consisting of 8 lots.

This letter is **ONLY** to state that the above named project is in the boundaries of the Bona Vista Water Improvement District and water will **ONLY** be available under the following conditions:

- The property is annexed into the District, if necessary.
- The subdivision utility plan is reviewed and approved by the District.
- Review fees are paid to the District.
- Proof of Secondary Water is provided to the District.

The non-refundable fee for the plan review is \$450 plus \$75 per lot and includes running one fire flow model. We consider this fee to be minimal and is only to cover the cost of review by the District administration, inspectors, and the District Engineer. If additional models are requested, supplementary fees will be required. Only the phase in consideration is guaranteed service, and the plan review is good only for a period of one year from the date of the will serve letter, if not constructed.

Furthermore, the District's responsibility is to provide flow and pressure to the development. The Developer and his Engineer are responsible to provide proper flow and pressure throughout the development. This may require some over-sizing within the development, as determined by the District.

This letter is the first of two letters that will be issued for this development. Following the acceptance of the above conditions the District will issue the "Will Serve" letter.

This subdivision, like all other subdivisions, must have a secondary water system for all outside irrigation usage. Prior to the District accepting connection fees, the owner or developer must furnish proof of secondary. If you have any questions please call 801-621-0474, ext 207.

Sincerely,

Blake Carlin
General Manager

Board of Directors

Scott VanLeeuwen, Chairman – Marriott/Slaterville
Michelle Tait, Vice Chairwoman - Harrisville
Z. Lee Dickmore – Farr West
Jon Beesley – Plain City
Ronald Stratford – Unincorporated Area

Management

Blake Carlin, Manager
Matt Fox, Assistant Manager
Marcie Doolan, Office Manager



March 21, 2024

Bar W Ranch
3600 N 4450 W
Plain City, UT

Dear Developer:

Re: Natural Gas Service Availability Letter

Natural gas can be made available to serve the Bar W Ranch Phase 1 Subdivision when the following requirements are met:

1. Developer provides plat maps, drawings, construction schedules and/or buildings that will be served by natural gas, and all other relevant information regarding commercial and residential uses, including but not limited to, proposed natural gas appliances (number and type of appliances per unit, homes, building).
2. Review by Dominion Energy' Engineering and/or Pre-Construction Department to determine load requirements. System reinforcement requirements and estimated costs to bring natural gas to the development.

Upon completion of Dominion Energy' review of the development's natural gas requirements, agreements will be prepared, as necessary, for high pressure, intermediate high pressure and/or service line extensions required to serve the development. These service extensions must be paid in advance.

To accommodate your construction schedule and provide cost estimates to you, please contact me at your earliest convenience.

Sincerely,

Cody Randall
Pre-Construction Representative



Memorandum

To: Tammy Folkman, Land Use Specialist
Plain City Corporation

From: Brad C. Jensen, P.E. 
Wasatch Civil Consulting Engineering

Date: April 4, 2024

Subject: S-Curve Patio Estates Subdivision, Final Review

We have reviewed the final plans for the S-Curve Patio Estates Subdivision. It appears that the comments on our review memorandum have been adequately addressed. We recommend the development be granted final approval.

If you have any questions or require additional information, feel free to call.

DEVELOPER'S AGREEMENT WITH PLAIN CITY CORPORATION

THIS AGREEMENT entered into this _____ day of _____, 20____, between _____ Westside Investments LLC _____ of _____ Plain City _____, County of _____ Weber _____, State of _____ Utah _____, hereinafter referred to as Developer, and PLAIN CITY CORPORATION, a municipal corporation of the State of Utah located in Weber County, hereinafter referred to as the City, hereby agrees as follows:

1. **PRELIMINARY.** Developer has presented to the Plain City Planning Commission and the Plain City Council a proposed final plat for the subdivision of, and construction of improvements on, certain land in Plain City to be known as _____ S-Curve Patio Estates _____ Subdivision. As consideration for the granting of said approval and acceptance, Developer has agreed and does now agree to the provisions hereof and all other ordinances of Plain City.

2. **COMPLIANCE WITH SUBDIVISION STANDARDS.** Developer agrees to comply with all of the ordinances, rules, regulations, requirements and standards of the City with respect to the construction and completion of said subdivision, and particularly to install and complete all of the off-site improvements required, within the time hereinafter stated, including but not limited to the following:

- A. Rough grading and finish grading and surfacing of streets.
- B. Curbs, gutters, waterways, and driveway approaches.
- C. Sanitary sewers, including service connection to each lot.
- D. Street drainage and drainage structures.
- E. Water lines, including service connection to each lot.
- F. Fire hydrants.
- G. Sidewalks and walkways.
- H. Traffic control signs.
- I. Street signs and numbers.
- J. Screening when required.
- K. Money for chip and seal to be paid to Plain City in addition to 10% guarantee.
- L. Monuments.
- M. Street Lighting.
- N. _____

Said improvements and any others designated shall be done according to the specifications and requirements of the City. All work shall be subject to the inspection of Plain City and any questions as to conformity with the City specifications or standards or as to the technical sufficiency of the work shall be decided by the City Engineer and his decision shall be final and conclusive.

Developer agrees as consideration for the City issuing Building Permits after initial acceptance of improvements to allow the City to collect and retain utility fees for the time between initial and final acceptance of the utility lines.

The developer agrees that with the application for the subdivision identified in item 1 of this agreement, he or she shall pay to Plain City, a deposit of fifty (50%) percent of the projected engineering checking and engineering inspection fees for said subdivision as determined by the City Engineer. The developer also agrees to pay for all

fees incurred by the City for the acting City Engineer's services relating to the subdivision in accordance with the Plain City Subdivision Ordinance.

Building permits will be issued on condition that all improvements necessary to satisfy fire code requirements have been installed and that enough security is held in escrow to complete all required improvements for the subdivision, including any repairs or replacement after initial installation.

3. **TIME FOR COMPLETION AND EXTENSION OF TIME.** All of the said off-site improvements shall be fully installed and completed within two (2) years from the date of this agreement. If not completed within two (2) years, the Subdivider may apply to the Planning Commission and the City Council for an extension of time of one year with additional one-year extensions after the first extension if the Planning Commission and City Council agree. Said extensions shall be subject to adequate security for the completion of said improvements being made by increasing the amount of the escrow account.

4. **SECURITY FOR COMPLIANCE.** As security for compliance by Developer with the ordinance, rules, regulations, requirements and standards of the City and of Developer's agreements herein stated, Developer has delivered to the City an acceptable third-party escrow agreement, approved by the City Engineer, by the terms of which an acceptable third-party agrees to hold \$ _____ (which represents the cost of all required improvements as determined by the City Engineer) in escrow for the use of the city in the event of Developer's failure or refusal to install, complete, construct, repair, or replace any off-site improvements in accordance with the provisions of this agreement, the escrow agreement and all City codes and ordinances. The decision of the City as to whether an improvement needs to be installed, constructed, completed, or replaced will be final.

Should developer fail or refuse to complete the said off-site improvements in accordance with the provisions hereof, and particularly within the time stated, or should Developer become insolvent before a completion thereof, then the City may, at its option, determine the cost of completing said off-site improvements on the basis of reliable estimates and bids and may apply all sums deposited in escrow against the said cost of completion and may proceed to legally obtain the escrow funds and use the proceeds therefrom to pay the cost of completing the said off-site improvements and to pay all related expenses including but not limited to court cost and attorney's fees.

Ten percent (10%) of the improvement amount, shall constitute a guarantee that the said off-site improvements are installed in accordance with the subdivision standards of the city as to quality and service-ability and shall be held by the City for a period of one (1) year from the time the last improvement is "initially accepted" by the City or until one (1) year after the time the last improvement needing repair or placement is again accepted. At the end of the one year period the said 10% shall be returned to Developer provided the off-site improvements have proved to have been constructed or installed in accordance with the standards of the City as to quality and serviceability, otherwise, to be applied toward construction or installation of said improvements in accordance with City standards or the repair or replacing the same so as to bring them into conformity with City standards. Developer will pay the difference to the City on demand. The City shall

not issue any building permits until the improvements needing repair, replacement, etc., are completed and again accepted.

5. **WAIVER.** The failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a failure to perform thereof shall not constitute a waiver of any such failure to perform or any other covenant, agreement, term or condition. No waiver shall effect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other than existing or subsequently occurring failure to perform.

6. **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement. In case either party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of the Agreement, the other party may pursue any and all remedies available in equity, or law.

7. **GOVERNING LAW.** This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah. This Agreement shall be further governed by PLAIN CITY ordinances in effect at the time of the execution of this Agreement. However, the parties expressly acknowledged that any subdivision or other development regulations enacted after the execution of the Agreement reasonably necessary to protect the health, safety and welfare of the citizens of PLAIN CITY, shall also apply to the subdivision or development which is the subject of this Agreement.

8. **MODIFICATIONS, CAPTIONS AND SEVERABILITY.**

- a. This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.
- b. The titles or captions of this Agreement are for convenience only and shall not be deemed in any way to define, limit, extend, augment, or describe the scope, content or intent of any part or parts of this Agreement.
- c. If any portion of this Agreement is declared invalid by a court of competent jurisdiction, the remaining portions shall not be affected thereby, but shall remain in full force and effect.

9. **ASSIGNABILITY, NO THIRD PARTY BENEFICIARY.** No right or rights shall ever be assigned or sublet in part or in whole without the written consent of the parties to this Agreement. This Agreement is made solely and specifically between and for the benefit of the parties to it and their respective successors and assigns subject to the provisions of it relating to successors and assigns, and no other person, individual, corporation or entity, shall have any rights, interest, or claims under this Agreement or be entitled to any benefits on account of this Agreement as a third party beneficiary or otherwise.

10. **APPLICABILITY OF ORDINANCE.** This agreement does not supersede, but implements the Plain City Subdivision Ordinance and all other ordinances and regulations applicable to the subdivision of land and construction of improvements thereon, and Developer agrees to comply in all respects with the provisions of said ordinance. No provision of this agreement shall limit the City

in its rights or remedies under said subdivision ordinance or other applicable building ordinances.

11. **SUCCESSORS ENFORCEMENT.** The terms of this agreement shall be binding upon the parties hereon, their heirs, executors, administrators, assigns or any parties legally acquiring the parties interest through foreclosure, trust deed, sale, bankruptcy or otherwise. In the event either party must take legal action to enforce the terms of this agreement, the prevailing party shall have costs of court, including a reasonable attorney's fee.

IN WITNESS WHEREOF, the undersigned parties have executed this agreement this _____ day of _____, 20____.

Date

DEVELOPER

Title

PLAIN CITY CORPORATION

Date

Mayor

ATTEST:

City Recorder

PLANNING COMMISSION CHAIR

Date

Plain City Attorney

Date

Chapter 7

SENIOR HOUSING OVERLAY ZONE

10-7-1: PURPOSE AND INTENT:

A. Purpose:

1. The Senior Housing Overlay (SHO) Zone is established for senior housing residential development within a limited area of the City. It is expressly provided that the SHO Zone is not intended to be utilized for all residential development within the City. The SHO Zone shall only be permitted for property approved by the Planning Commission and City Council. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)
2. It is established to ensure that adequate housing is available to senior citizens. (Ord. 2016-09, 10-6-2016, eff. 10-6-2016; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)
3. It is established to facilitate the development of senior housing projects which are superior in functional design, quality of construction, appearance, and operational standards.
4. It is established to ensure that the requirements of the Americans With Disabilities Act (ADA) and universal design principles are incorporated within senior housing developments.
5. It is established to ensure that the requirements of all disciplines related to the International Code Council are followed.

B. Intent: This zone is designed to provide for residential uses that are appropriate for the development of seniors, recognizing their unique lifestyles and needs, by allowing higher densities, a mix of uses, and requiring in return, higher design and construction standards, as well as the provision of specific site and building amenities. It is the intent of this zone to carry out the policies and objectives of all elements of the General Plan and to meet the standards necessary to satisfy the requirements for public health, safety, and general welfare. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-2: USE REGULATIONS:

- A. Conditional Use/Preliminary Development Plan Approval: The residential uses, housing types and the location of the buildings proposed in an SHO Zone may differ from the residential uses, housing types and regulations governing such uses in effect in the zone in which the development is proposed, provided the provisions of this chapter are complied with.

- B. **Nonresidential Uses:** Nonresidential uses may be included in the development to provide a necessary service to the residents of the development or to expand uses in certain areas of the City as determined by the Planning Commission. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-3: AREA REGULATIONS:

At least one household member must be fifty (50) years or older. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-4: GENERAL REGULATIONS:

- A. **Open Space:** A minimum of fifteen percent (15%) open space shall be required of all SHO Zones, except as set forth below. For the purposes of this chapter, "open space" shall mean land and amenities set aside for common areas which are available for recreational use by residents of the SHO Zone or the public in general where land is dedicated to the City or the City holds a public access easement to the land. Open space acreage proposed to meet the fifteen percent (15%) requirement and encumbered by easements, wetlands, or utilities may only be utilized at a rate of up to fifty percent (50%). The percent applied to such properties shall be negotiated with the Planning Commission and the Planning Commission shall base their recommendation on the usability of that space, the amenities that it will provide, and the impact of the space on the project and the City. Open space shall not include private yard space, roads, parking lots, or dwelling units. The fifteen percent (15%) open space requirement may be reduced when the maximum density otherwise allowable is not requested, and an exceptional amenity or amenities of Citywide benefit are included in, or in conjunction with, the project.

- B. **Density:** The SHO Zone density shall be an average of 6.0 units per acre.

C. Yard And Height Regulations:

1. The yard and height requirements of the adjacent zone around the periphery of the project shall be considered by the Planning Commission and may be modified (greater or smaller), as the Planning Commission deems necessary, in order to provide the privacy to the existing land uses, as well as the proposed land uses in the SHO Zone.
2. Front of building shall not encroach upon the utility easement and shall be a minimum of ten

feet (10') from back of curb.

3. Minimum spacing between buildings shall be ten feet (10').

D. **Site Development Standards; Signs:** Site development standards and sign regulations shall be determined by approval of the site development plan.

E. **Land Dedication, Streets, Lighting, And Utilities:** The City Council, upon recommendation of the Planning Commission, may consider the dedication of streets, open space, and/or parks within the SHO Zone. Any private roads shall meet City standards for pavement structure. A street lighting plan is required. All utilities to be installed as part of the SHO Zone, shall be placed underground.

F. **Guarantee; Deposit In Escrow:** The developer will deposit in escrow with an escrow holder approved by the City Council an amount of money equal to the cost of improvements required plus ten percent (10%) as estimated by the developer and approved by the City Engineer under an escrow agreement conditioned for the installation of said improvements within two (2) years from the date the final plat is recorded. The escrow agreement aforesaid shall be approved by the City Council and City Attorney and shall be filed with the City Recorder. The ten percent (10%) improvement guarantee amount will be held for one year beyond the date of conditional final acceptance of improvements.

G. **Revisions:** As part of the City Council review of the final plat and/or development agreement, the City Council may modify the recommendations of the Planning Commission. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

H. **Development Agreement:** A development agreement shall be required for all SHO Zones to assure that all conditions of approval, resolution of negotiations, etc., are completed in the final development. The development agreement is a negotiated document. The Planning Commission shall make its recommendation on development agreement standards to the City Council. The City Council shall have the final negotiation and power to approve the final development agreement. The development agreement shall be signed and recorded concurrently with the final plan by the City Council. This agreement runs with the land and contains all the conditions decided upon during the project approval process. Once the Planning Commission has deliberated on the conditional use and the development agreement, the draft development agreement shall be sent to the City Council for review and consideration. The City Council review and/or modification shall be accomplished prior to the Planning Commission review of a preliminary plan or other submittals for the project. (Ord. 2016-09, 10-6-2016, eff. 10-6-2016; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

- I. Checking Fees:** Checking fees for SHO Zones shall be based on the same standards contained in the subdivision title and fees established for lots shall be applicable to housing units.
- J. Architectural Standards:** The following minimum architectural standards shall be required of all dwellings within a planned residential unit development:
1. Single-family dwellings shall have at least a two car garage (with minimum interior dimensions of 20 feet by 20 feet) per dwelling unit. Common walls between dwellings may be allowed with prior approval of the Planning Commission with a maximum of three (3) units.
 2. Where a garage(s) is placed on the front building facade, the width of the garage door(s) shall not exceed fifty percent (50%) of the total width of the front building facade.
 3. Exterior finish materials of single-family dwellings shall be at least thirty percent (30%) masonry. At least fifty percent (50%) masonry shall be required for dwellings with common walls. For the purposes of this section, masonry shall include brick or stone or a material approved by the Planning Commission majority. For all of the dwellings at least twenty five percent (25%) of the front building facade shall be masonry.
 4. The minimum roof pitch shall be at least four to twelve (4:12).
 5. The minimum square footage of each dwelling area shall be at least one thousand (1,000) square feet above grade and exclusive of garages.
 6. All dwellings shall have at least two (2) roof planes on the front building facade. Examples of this requirement include a hip style roof and a gable end on the front elevation with a cross gable.
 7. All dwellings shall have at least one relief feature on the front building facade. Examples of relief items include: bay or box windows, cantilevered living areas, covered front porches and foundation projections or recesses.
 8. In order to ensure exterior design variation in buildings with dwellings, no more than two (2) dwellings which have the same or very similar exterior design, as determined by the Planning Commission, shall be allowed adjacent to each other.
- K. Universal Design:** Universal design (also known as "aging in place") is a method of design that seeks to create development that can be used by everyone, regardless of age or physical condition. All projects shall implement, at minimum, the following universal design principles:
1. No step entries.
 2. One-story living such that an eating area, bathroom, and sleeping area are available on the same floor.
 3. Front doors with a minimum width of thirty six inches (36") to accommodate the use of wheelchairs and thirty two inch (32") free swing doors (34 inch door) on all interior doors.

4. Hallway minimum width of forty two inches (42") to accommodate the use of wheelchairs.
5. Room thresholds that are flush.
6. Adequate lighting throughout the dwelling unit.
7. Provide lever door handles and rocker light switches.
8. Provide additional closet rod brackets to allow potential access from a wheelchair.
9. Wheelchair accessible bathrooms. Provide adequate space for maneuverability and access to facilities to those using wheelchairs. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-5: SUBMISSION OF APPLICATION:

- A. Required: An application for an SHO Zone shall be submitted as a conditional use to the Planning Commission. An overall preliminary development plan including subsections A1 through A10 of this section shall be submitted with the conditional use application for the SHO Zone.
1. Development density, coverage, and open space characteristics.
 2. Vehicular and pedestrian circulation including trail systems, parking, and public uses.
 3. A description of architectural elevations and floor plans demonstrating the general design, character, and exterior building materials of the proposed structures.
 4. Conceptual landscape plan, fencing, and screening.
 5. Conceptual grading and drainage.
 6. Streets and lots.
 7. Identification signs or entrance features.
 8. Street lighting.
 9. A written letter of commitment to the particular design concepts of the project. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)
 10. A draft financial plan for the permanent maintenance of common area facilities. (Ord. 2016-09, 10-6-2016, eff. 10-6-2016; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)
- B. Other Necessary Information: Such other information shall be included as may be necessary to determine that the contemplated arrangement of uses makes it desirable to apply regulations

and requirements differing from those ordinarily applicable under this title.

- C. **Project Details And Proposal Negotiations:** As part of the General Plan/rezone, or the rezone, or the conditional use, or subdivision process, project details and proposals such as lot sizes, densities, setbacks and amenities may be negotiated. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-6: PLANNING COMMISSION CONSIDERATION:

In considering the proposed Senior Housing Overlay development, the Planning Commission shall consider:

- A. **Design:** The design, exterior materials, housing type and quality of buildings and their relationship to the site and their relationship to development beyond the boundaries of the development.
- B. **Streets, Traffic, Parking:** Which streets shall be public and which shall be private, the entrances and exits to the development and the provisions for internal and external traffic circulation and off street parking.
- C. **Landscaping, Screening:** The landscaping and screening as related to the several uses within the development as a means of its integration into its surroundings.
- D. **Signs:** The size, location, design and nature of signs, if any, and the intensity and direction of area of floodlighting.
- E. **Density:** The residential density of the proposed development and its distribution as compared with the residential density of the surrounding lands, either existing or as indicated on the zoning map or Master Plan as being a desirable future residential density.
- F. **Financial Ability:** The demonstrated ability of the proponents of the Senior Housing Overlay development to financially carry out the proposed project under total or phase development proposals within the time limit established.

G. Open Space And Amenities: The value to the community of the open space to be preserved and the amount and quality of the open space and amenities.

H. Phases: In the event the Senior Housing Overlay is done in phases, the undeveloped portion will be addressed in the development agreement. It is up to the developer to present the options (materials) and up to the commission to decide. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-7: PLANNING COMMISSION ACTION:

A. Recommendations: The Planning Commission, subject to the requirements of this chapter and this Code, may recommend to approve, modify with conditions or deny, the draft development agreement, site plan, and/or the preliminary development plan.

B. For A Conditional Use: The Planning Commission, subject to the requirements of this chapter, may approve, modify, deny, or approve with conditions, the conditional use including the preliminary development plan for the proposed Senior Housing Overlay development. After a conditional use for the Senior Housing Overlay development is approved, a preliminary plat may be submitted using the standards and procedures found in the subdivision ordinance where subdivision approval is required. The Planning Commission may hold a public hearing for the conditional use permit. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-8: CITY COUNCIL ACTION:

In addition to the standard procedures, approval processes, and powers of the City Council, the City Council may hold a public hearing on the development agreement in conjunction with the General Plan and/or zone change or separately after the Planning Commission review of the conditional use where a General Plan and/or zone change is not required. The City Council may approve, approve with conditions, or disapprove the final development agreement. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-9: FINAL SITE PLAN AND/OR FINAL PLAT APPROVAL:

Permitted uses specified in section 10-7-2 of this chapter require site plan approval by the Planning Commission before building permits are issued subject to section 10-8-16 of this title. Conditional uses are regulated by chapter 10 of this title.

All plans shall follow standard subdivision approval process with the Planning Commission. Approved final site plan or final plat will be forwarded to the building official for issuance of building permit. (Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-10: BUILDING PERMIT ISSUANCE:

The building official shall not issue any permit for the proposed building or use within the project unless such building or use is in accordance with the approved development plan and any conditions imposed. Approved development plans shall be filed with the Planning Commission, City Engineer, building official and City Recorder. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-11: TIME LIMIT:

Unless there is substantial action leading toward completion of a Senior Housing Overlay development or an approved phase thereof within a period of six (6) months from the date of approval, as determined by the City Council, to get the plat recorded or such approval shall expire, unless after reconsideration of the progress of the project, an extension is approved. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-12: EASEMENTS OVER COMMON AREAS:

In the Senior Housing Overlay Zone, there shall be reserved proper easements over the common areas to accommodate public services, including, but not limited to, the right of police and fire personnel to enter upon any part of the common areas, and to allow the City to repair or replace facilities or improvements thereon if any association fails so to do. The declaration for any such development shall include a provision covenanting with the City and all unit owners to maintain the common areas and facilities for the use of declarant and all unit owners prior to being turned over to an association. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-13: HOMEOWNERS' ASSOCIATION REQUIRED:

In the Senior Housing Overlay development with common areas and facilities such as common open space or private streets, a homeowners' association shall be created concurrent with recording of the final plat, to assure maintenance of the common areas and facilities in perpetuity. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

Brynlee
Acres
4-4-24

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN
PLAIN CITY, UTAH, AND BRYNLEE ACRES LLC**

THIS AGREEMENT for the development of land (hereinafter referred to as "Agreement") is made and entered into this ___ day of ____, 2024, between PLAIN CITY, a municipal corporation of the State of Utah (hereinafter referred to as "city") and BRYNLEE ACRES, LLC, RICK SCADDEN (hereinafter referred to as "Developer"). The City and Developer collectively referred to as the "Parties" and separately as "Party".

RECITALS

WHEREAS, the City has considered an application for a zone change from the present zoning of R18.5 to SENIOR HOUSING OVERLAY (Residential), of certain property located at 3425 W NORTH PLAIN CITY ROAD, Plain City, UT, and contained by the following parcel numbers: 19-021-0051, 19-021-0049, 19-021-0041, 19-021-0040, 19-021-0048, 19-021-0060, 19-021-0050, (hereinafter the "Subject Property"); and

WHEREAS, the overall Subject Property consists of approximately 9.39 acres; and

WHEREAS, City has approved Senior Housing Overlay zoning for the subject property (as shown in "Exhibit A") subject to the Developer agreeing to certain limitations and undertakings described herein, which agreement will enable the City Council to consider the approval of such development; and

WHEREAS, City believes that entering into the Agreement with Developer is in the best interest of the City and the health, safety, and welfare of its residents.

WHEREAS, the parties, having cooperated in the drafting of this agreement, understand and intend that this is a "development agreement" within the meaning of, and is entered into pursuant to, the terms of Utah Code Ann. 10-9a-103 (12).

NOW, THEREFORE each of the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree as follows:

**ARTICLE I
DEFINITIONS**

The following terms have the meaning and content set forth in this Article I, in this Agreement:

1.1 "Owners Property" shall mean that property owned by Brynlee Acres LLC.

1.2 "City" shall mean Plain City, a body corporate and politic of the State of Utah. The principal office of City is located at 4160 W 2200 N, Plain City, Utah 84404.

1.3 "City's Undertakings" shall mean the obligations of the City set forth in Article II

1.4 "Owners" shall mean Brynlee Acres LLC.

1.5 "Developer" shall mean Rick Scadden, 118 E Lomond View Dr. North Ogden UT 84414. Except where expressly indicated in this Agreement, all provisions of the Agreement shall apply jointly and severally to the Developer or any successor in interest. The Developer shall be the owner at the time this agreement is executed.

1.6 "Developers 'Undertakings" shall have the meaning set forth in Article III.

1.7 "Subject Property" shall mean the 9.39 acres

ARTICLE II CITY'S UNDERTAKINGS

2.1 Subject to the satisfaction of the conditions set forth in Article II, the City shall accept an application for a Site Plan and Subdivision of the Subject Area from. The site plan and subdivision reviews and approvals shall be made pursuant to City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance.

ARTICLE III DEVELOPERS UNDERTAKINGS

Conditioned upon City's performance of its undertakings set forth in Article II and provided Developer has not terminated this Agreement pursuant to Section 7.8, Developer agrees to the following:

3.1 The Developer shall have the right to develop ____ residential single-family units, with access and connections to public roads and rights of way in the locations shown on Exhibit A. The units shall generally be located in the configuration shown on the conceptual site plan in Exhibit A.

3.2 Developer acknowledges that the development of the Maximum units requires the Site Plan and Subdivision application comply with all City ordinances and the terms of this agreement.

3.3 Site Plan/Subdivision. The Developers will prepare a Site Plan Application and Subdivision Application reflecting the proposed development of the Subject Property. The Site Plan and Subdivision applications shall be processed as required by Plain City Code. The approved Site Plan and Subdivision shall be executed and binding on the Parties. The Site Plan may be amended by receiving a recommendation from the Planning Commission and approval from the City Council to the extent that said amendments are consistent with the objectives of this

Agreement and the City's ordinances and regulations. The Subdivision can be amended subject to the process laid out in City ordinances.

3.4 Landscaped Lots. Developers shall fully and uniformly landscape all yards, common space, and open space within the proposed development. A landscape plan, including the location, type, and size of all materials, shall be submitted, and approved as part of the Site Plan application.

3.5 Maintenance. Developers shall maintain all landscaping, common areas, amenities, sidewalks, and private roads until a Homeowners Association is established. The HOA will then be responsible for maintaining all landscaping, sidewalks, private roads, and common area open space within the development.

3.6 HOA and CCRs. Developer shall record Covenants, Conditions and Restrictions providing for the following:

- a) Homeowners Association with bylaws to include maintenance items listed in 3.5 of the developers' undertakings.
- b) Architectural guidelines for all the units and any accessory buildings in the development.

3.7 Amenities shall be reviewed and approved as part of the site plan application.

3.8 Amendments. Developers agree to limit development to the uses provided herein. If other uses are desired, Developers agrees to seek amendment of this Agreement before pursuing approval thereof.

3.9 Conflicts. Except as otherwise provided, any conflict between the provisions of this Agreement and the City's standards for improvements, shall be resolved in favor of the stricter requirement.

ARTICLE IV GENERAL REQUIREMENTS AND RIGHTS OF THE CITY

4.1 Issuance of Permits - Developers, or assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Developers' Undertakings and shall make application for such permits directly to Plain City and other appropriate agencies having authority to issue such permits in connection with the performance of Developers' Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

4.2 Completion Date. The Developers shall, in good faith, reasonably pursue completion of the development. Each phase or completed portion of the project must independently meet the requirements of this Agreement and the City's ordinances and regulations, such that it will stand alone, if no further work takes place on the project.

4.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Developers and their contractor, representatives of City shall have the right of access to the Subject Area without charges or fees during the period of performance of Developers 'Undertakings.

4.4 Federal and State Requirements. If any portion of the Property is located in areas with sensitive lands that are regulated by state and federal laws, development of that portion of the Property shall comply with all such regulations, which pertain to issues including but not limited to wetlands, sensitive lands, flood plains, and high-water tables.

ARTICLE V REMEDIES

5.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot be reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:

5.1.1 Cure or remedy such default is pursued, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; and

5.1.2 If the remedy of reversion is pursued, the defaulting Developer(s) agree(s) not to contest the reversion of the zoning on undeveloped portions of the Subject Area, by the City Council to the previous zoning on the property, and hereby holds the City harmless for such reversions of the zoning.

5.1.3 If Developers fail to comply with applicable City codes, regulations, laws, agreements, conditions of approval, or other established requirements, City is authorized to issue orders requiring that all activities within the development cease and desist, that all work therein be stopped, also known as a "Stop Work" order.

5.2 Enforced Delay Beyond Parties 'Control. For the purpose of any other provisions of this Agreement, neither City nor Developers, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors

or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

5.3 Extension. Any Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any of any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

5.4 Rights of Developers. In the event of a default by Developers' assignee, Developers may elect, in their discretion, to cure the default of such assignee, provided, Developers' cure period shall be extended by thirty (30) days.

ARTICLE VI GENERAL PROVISIONS

6.1 Successors and Assigns of Developers. This Agreement shall be binding upon Developers and their successors and assigns, and where the term "Developers" is used in this Agreement it shall mean and include the successors and assigns of Developers not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in ownership (successor or assign of Developers) of the Subject Area.

6.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Developers: RICK SCADDEN

118 E Lomond View Dr.
North Ogden UT 84414

To City: PLAIN CITY CORPORATION

4160 W 2200 North
Plain City, Utah 84404

Upon at least ten (10) days prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America. If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of transmission.

6.3 Third Party Beneficiaries. Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Developer.

6.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

6.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the City and the Developer or Developers affected by the amendment.

6.6 Attorneys 'Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys 'fees, subject to the limitations set forth in the Utah Governmental Immunity Act for property damages.

6.7 Expiration. The term of this Development Agreement shall commence upon the effective date and continue until December 31, 2042. Upon termination of this agreement, any undeveloped property shall become subject to the then existing City ordinances and requirements, and all development rights vested under this agreement shall expire except that such expiration shall not apply to any site plans or subdivisions that have been approved prior to termination. This agreement will also terminate automatically at Buildout.

6.8 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the Plain City City Council.

6.9 Recordation. This Agreement shall be recorded upon approval and execution of this agreement by the Developer(s), whose property is affected by the recording and the City.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.
PLAIN CITY CORPORATION:

Jon Beesley., Mayor

ATTEST:

City Recorder

I (we), _____, _____ being duly sworn, depose and say that I (we) am (are) the Developer(s) of the property identified in the attached agreement and that the statements contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.

Brynlee Acres LLC, Rick Scadden

Subscribed and sworn to me this _____ day of _____ 20__

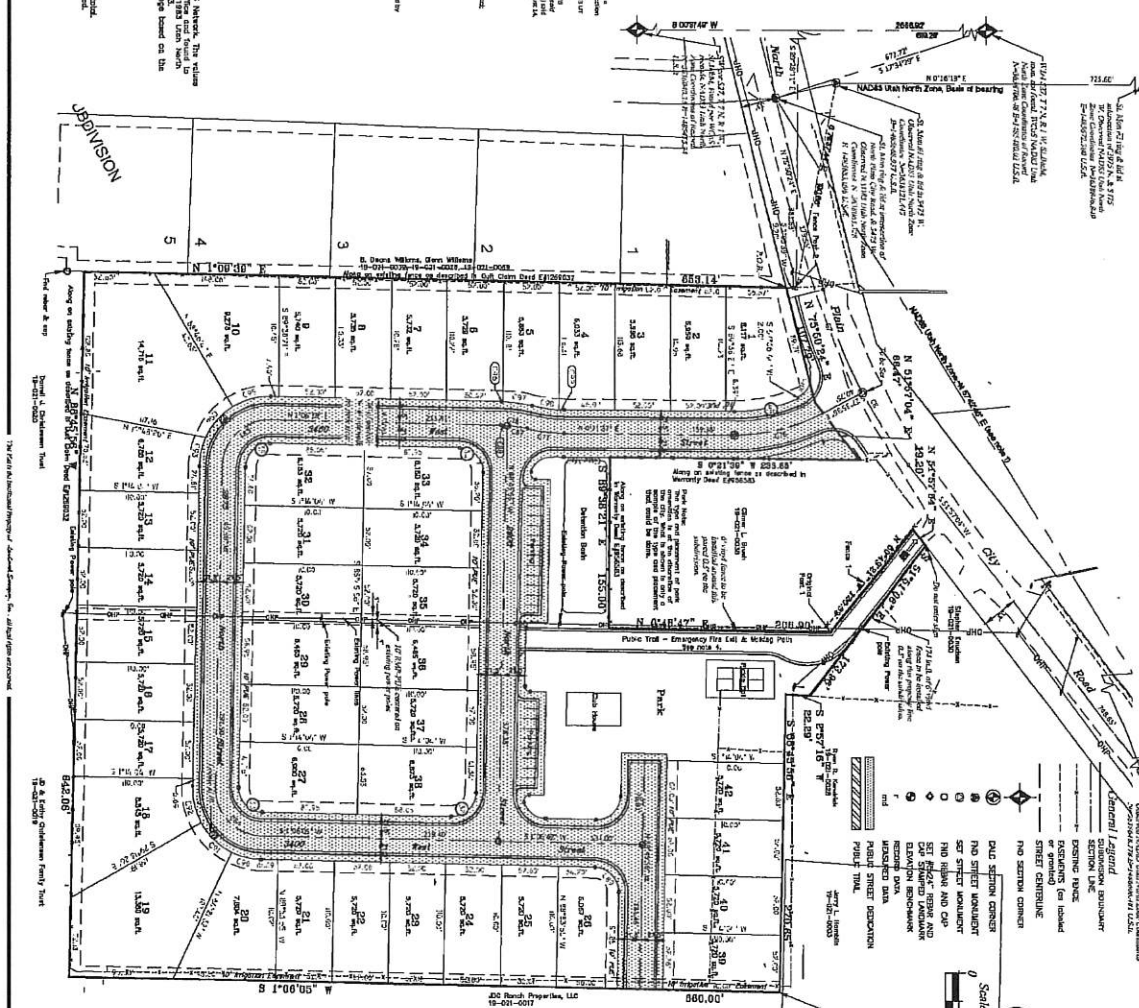
Notary Public
Residing in: _____
My Commission Expires: _____

Genre	Style	Medium	Country	Table
21	1973.01.10	22.007	21.105	24.311
22	1973.01.10	22.007	21.105	24.311
23	1973.01.10	22.007	21.105	24.311
24	1973.01.10	22.007	21.105	24.311
25	1973.01.10	22.007	21.105	24.311
26	1973.01.10	22.007	21.105	24.311
27	1973.01.10	22.007	21.105	24.311
28	1973.01.10	22.007	21.105	24.311
29	1973.01.10	22.007	21.105	24.311
30	1973.01.10	22.007	21.105	24.311
31	1973.01.10	22.007	21.105	24.311
32	1973.01.10	22.007	21.105	24.311
33	1973.01.10	22.007	21.105	24.311
34	1973.01.10	22.007	21.105	24.311
35	1973.01.10	22.007	21.105	24.311
36	1973.01.10	22.007	21.105	24.311
37	1973.01.10	22.007	21.105	24.311
38	1973.01.10	22.007	21.105	24.311
39	1973.01.10	22.007	21.105	24.311
40	1973.01.10	22.007	21.105	24.311
41	1973.01.10	22.007	21.105	24.311
42	1973.01.10	22.007	21.105	24.311
43	1973.01.10	22.007	21.105	24.311
44	1973.01.10	22.007	21.105	24.311
45	1973.01.10	22.007	21.105	24.311
46	1973.01.10	22.007	21.105	24.311
47	1973.01.10	22.007	21.105	24.311
48	1973.01.10	22.007	21.105	24.311
49	1973.01.10	22.007	21.105	24.311
50	1973.01.10	22.007	21.105	24.311

SUBDIVISION BOUNDARY DESCRIPTION

[illegible][illegible]

BRYNLEE ACRES
PART OF THE SW 1/4 OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASIN & MERIDIAN
PLAIN CITY, WHEELER COUNTY, UTAH - Date of Survey: June 2021

[illegible]

BY/DATE	BY/DATE
SIGNATURE OF USMC	
COUNT OF WITNESSES	
On the date first above written previously appeared before me the above named Captain(s), who, being by me duly sworn, depose and say that the said Captain(s) are the legitimate and lawful officers of the United States Marine Corps, and that they are duly qualified to administer oaths by authority of the United States Department, and the said Captain(s) volunteered to me that said Captain(s) were duly commissioned in Utah, having commission number _____. WITNESSES my hand and official stamp the date in this certificate first above written.	
By Commission Expires _____	Notary Signature _____
My Notary Seal and Signature:	

PLAIN COPY, ACCEPTANCE

This is to certify that the subscription list, the declaration of intent, and the granting of power to the undersigned, which were taken before me, are being approved and accepted.

20

[illegible][illegible]

CHAPTER 7

SENIOR HOUSING OVERLAY ZONE

SECTION:

10-7-1: Purpose And Intent

10-7-2: Use Regulations

10-7-3: Area Regulations

10-7-4: General Regulations

10-7-5: Submission Of Application

10-7-6: Planning Commission Consideration

10-7-7: Planning Commission Action

10-7-8: City Council Action

10-7-9: Final Site Plan And/Or Final Plat Approval

10-7-10: Building Permit Issuance

10-7-11: Time Limit

10-7-12: Easements Over Common Areas

10-7-13: Homeowners' Association Required

10-7-1: PURPOSE AND INTENT:

A. Purpose:

1. The Senior Housing Overlay (SHO) Zone is established for senior housing residential development within a limited area of the City. It is expressly provided that the SHO Zone is not intended to be utilized for all residential development within the City. The SHO Zone shall only be permitted for property approved by the Planning Commission and City Council. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

2. It is established to ensure that adequate housing is available to senior citizens. (Ord. 2016-09, 10-6-2016, eff. 10-6-2016; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

3. It is established to facilitate the development of senior housing projects which are superior in functional design, quality of construction, appearance, and operational standards.

4. It is established to ensure that the requirements of the Americans With Disabilities Act (ADA) and universal design principles are incorporated within senior housing developments.

5. It is established to ensure that the requirements of all disciplines related to the International Code Council are followed.

B. Intent: This zone is designed to provide for residential uses that are appropriate for the development of seniors, recognizing their unique lifestyles and needs, by allowing higher densities, a mix of uses, and requiring in return, higher design and construction standards, as well as the provision of specific site and building amenities. It is the intent of this zone to carry out the policies and objectives of all elements of the General Plan and to meet the standards necessary to satisfy the requirements for

public health, safety, and general welfare. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-2: USE REGULATIONS:

A. Conditional Use/Preliminary Development Plan Approval: The residential uses, housing types and the location of the buildings proposed in an SHO Zone may differ from the residential uses, housing types and regulations governing such uses in effect in the zone in which the development is proposed, provided the provisions of this chapter are complied with.

B. Nonresidential Uses: Nonresidential uses may be included in the development to provide a necessary service to the residents of the development or to expand uses in certain areas of the City as determined by the Planning Commission. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-3: AREA REGULATIONS:

At least one household member must be fifty (50) years or older. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-4: GENERAL REGULATIONS:

A. Open Space: A minimum of fifteen percent (15%) open space shall be required of all SHO Zones, except as set forth below. For the purposes of this chapter, "open space" shall mean land and amenities set aside for common areas which are available for recreational use by residents of the SHO Zone or the public in general where land is dedicated to the City or the City holds a public access easement to the land. Open space acreage proposed to meet the fifteen percent (15%) requirement and encumbered by easements, wetlands, or utilities may only be utilized at a rate of up to fifty percent (50%). The percent applied to such properties shall be negotiated with the Planning Commission and the Planning Commission shall base their recommendation on the usability of that space, the amenities that it will provide, and the impact of the space on the project and the City. Open space shall not include private yard space, roads, parking lots, or dwelling units. The fifteen percent (15%) open space requirement may be reduced when the maximum density otherwise allowable is not requested, and an exceptional amenity or amenities of Citywide benefit are included in; or in conjunction with, the project.

B. Density: The SHO Zone density shall be an average of 6.0 units per acre.

C. Yard And Height Regulations:

1. The yard and height requirements of the adjacent zone around the periphery of the project shall be considered by the Planning Commission and may be modified (greater or smaller), as the Planning Commission deems necessary, in order to provide the privacy to the existing land uses, as well as the proposed land uses in the SHO Zone.

2. Front of building shall not encroach upon the utility easement and shall be a minimum of ten feet (10') from back of curb.

3. Minimum spacing between buildings shall be ten feet (10').

D. Site Development Standards; Signs: Site development standards and sign regulations shall be determined by approval of the site development plan.

E. Land Dedication, Streets, Lighting, And Utilities: The City Council, upon recommendation of the Planning Commission, may consider the dedication of streets, open space, and/or parks within the SHO Zone. Any private roads shall meet City standards for pavement structure. A street lighting plan is required. All utilities to be installed as part of the SHO Zone, shall be placed underground.

F. Guarantee; Deposit In Escrow: The developer will deposit in escrow with an escrow holder approved by the City Council an amount of money equal to the cost of improvements required plus ten percent (10%) as estimated by the developer and approved by the City Engineer under an escrow agreement conditioned for the installation of said improvements within two (2) years from the date the

final plat is recorded. The escrow agreement aforesaid shall be approved by the City Council and City Attorney and shall be filed with the City Recorder. The ten percent (10%) improvement guarantee amount will be held for one year beyond the date of conditional final acceptance of improvements.

G. Revisions: As part of the City Council review of the final plat and/or development agreement, the City Council may modify the recommendations of the Planning Commission. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

H. Development Agreement: A development agreement shall be required for all SHO Zones to assure that all conditions of approval, resolution of negotiations, etc., are completed in the final development. The development agreement is a negotiated document. The Planning Commission shall make its recommendation on development agreement standards to the City Council. The City Council shall have the final negotiation and power to approve the final development agreement. The development agreement shall be signed and recorded concurrently with the final plan by the City Council. This agreement runs with the land and contains all the conditions decided upon during the project approval process. Once the Planning Commission has deliberated on the conditional use and the development agreement, the draft development agreement shall be sent to the City Council for review and consideration. The City Council review and/or modification shall be accomplished prior to the Planning Commission review of a preliminary plan or other submittals for the project. (Ord. 2016-09, 10-6-2016, eff. 10-6-2016; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

I. Checking Fees: Checking fees for SHO Zones shall be based on the same standards contained in the subdivision title and fees established for lots shall be applicable to housing units.

J. Architectural Standards: The following minimum architectural standards shall be required of all dwellings within a planned residential unit development:

1. Single-family dwellings shall have at least a two car garage (with minimum interior dimensions of 20 feet by 20 feet) per dwelling unit. Common walls between dwellings may be allowed with prior approval of the Planning Commission with a maximum of three (3) units.

2. Where a garage(s) is placed on the front building facade, the width of the garage door(s) shall not exceed fifty percent (50%) of the total width of the front building facade.

3. Exterior finish materials of single-family dwellings shall be at least thirty percent (30%) masonry. At least fifty percent (50%) masonry shall be required for dwellings with common walls. For the purposes of this section, masonry shall include brick or stone or a material approved by the Planning Commission majority. For all of the dwellings at least twenty five percent (25%) of the front building facade shall be masonry.

4. The minimum roof pitch shall be at least four to twelve (4:12).

5. The minimum square footage of each dwelling area shall be at least one thousand (1,000) square feet above grade and exclusive of garages.

6. All dwellings shall have at least two (2) roof planes on the front building facade. Examples of this requirement include a hip style roof and a gable end on the front elevation with a cross gable.

7. All dwellings shall have at least one relief feature on the front building facade. Examples of relief items include: bay or box windows, cantilevered living areas, covered front porches and foundation projections or recesses.

8. In order to ensure exterior design variation in buildings with dwellings, no more than two (2) dwellings which have the same or very similar exterior design, as determined by the Planning Commission, shall be allowed adjacent to each other.

K. Universal Design: Universal design (also known as "aging in place") is a method of design that seeks to create development that can be used by everyone, regardless of age or physical condition. All

projects shall implement, at minimum, the following universal design principles:

1. No step entries.
2. One-story living such that an eating area, bathroom, and sleeping area are available on the same floor.
3. Front doors with a minimum width of thirty six inches (36") to accommodate the use of wheelchairs and thirty two inch (32") free swing doors (34 inch door) on all interior doors.
4. Hallway minimum width of forty two inches (42") to accommodate the use of wheelchairs.
5. Room thresholds that are flush.
6. Adequate lighting throughout the dwelling unit.
7. Provide lever door handles and rocker light switches.
8. Provide additional closet rod brackets to allow potential access from a wheelchair.
9. Wheelchair accessible bathrooms. Provide adequate space for maneuverability and access to facilities to those using wheelchairs. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-5: SUBMISSION OF APPLICATION:

A. Required: An application for an SHO Zone shall be submitted as a conditional use to the Planning Commission. An overall preliminary development plan including subsections A1 through A10 of this section shall be submitted with the conditional use application for the SHO Zone.

1. Development density, coverage, and open space characteristics.
2. Vehicular and pedestrian circulation including trail systems, parking, and public uses.
3. A description of architectural elevations and floor plans demonstrating the general design, character, and exterior building materials of the proposed structures.
4. Conceptual landscape plan, fencing, and screening.
5. Conceptual grading and drainage.
6. Streets and lots.
7. Identification signs or entrance features.
8. Street lighting.
9. A written letter of commitment to the particular design concepts of the project. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)
10. A draft financial plan for the permanent maintenance of common area facilities. (Ord. 2016-09, 10-6-2016, eff. 10-6-2016; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

B. Other Necessary Information: Such other information shall be included as may be necessary to determine that the contemplated arrangement of uses makes it desirable to apply regulations and requirements differing from those ordinarily applicable under this title.

C. Project Details And Proposal Negotiations: As part of the General Plan/rezone, or the rezone, or the conditional use, or subdivision process, project details and proposals such as lot sizes, densities, setbacks and amenities may be negotiated. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-6: PLANNING COMMISSION CONSIDERATION:

In considering the proposed Senior Housing Overlay development, the Planning Commission shall consider:

- A. Design: The design, exterior materials, housing type and quality of buildings and their relationship to the site and their relationship to development beyond the boundaries of the development.
- B. Streets, Traffic, Parking: Which streets shall be public and which shall be private, the entrances and exits to the development and the provisions for internal and external traffic circulation and off street parking.
- C. Landscaping, Screening: The landscaping and screening as related to the several uses within the development as a means of its integration into its surroundings.
- D. Signs: The size, location, design and nature of signs, if any, and the intensity and direction of area of floodlighting.
- E. Density: The residential density of the proposed development and its distribution as compared with the residential density of the surrounding lands, either existing or as indicated on the zoning map or Master Plan as being a desirable future residential density.
- F. Financial Ability: The demonstrated ability of the proponents of the Senior Housing Overlay development to financially carry out the proposed project under total or phase development proposals within the time limit established.
- G. Open Space And Amenities: The value to the community of the open space to be preserved and the amount and quality of the open space and amenities.
- H. Phases: In the event the Senior Housing Overlay is done in phases, the undeveloped portion will be addressed in the development agreement. It is up to the developer to present the options (materials) and up to the commission to decide. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-7: PLANNING COMMISSION ACTION:

A. Recommendations: The Planning Commission, subject to the requirements of this chapter and this Code, may recommend to approve, modify with conditions or deny, the draft development agreement, site plan, and/or the preliminary development plan.

B. For A Conditional Use: The Planning Commission, subject to the requirements of this chapter, may approve, modify, deny, or approve with conditions, the conditional use including the preliminary development plan for the proposed Senior Housing Overlay development. After a conditional use for the Senior Housing Overlay development is approved, a preliminary plat may be submitted using the standards and procedures found in the subdivision ordinance where subdivision approval is required. The Planning Commission may hold a public hearing for the conditional use permit. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-8: CITY COUNCIL ACTION:

In addition to the standard procedures, approval processes, and powers of the City Council, the City Council may hold a public hearing on the development agreement in conjunction with the General Plan and/or zone change or separately after the Planning Commission review of the conditional use where a General Plan and/or zone change is not required. The City Council may approve, approve with conditions, or disapprove the final development agreement. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-9: FINAL SITE PLAN AND/OR FINAL PLAT APPROVAL:

Permitted uses specified in section 10-7-2 of this chapter require site plan approval by the Planning Commission before building permits are issued subject to section 10-8-16 of this title. Conditional uses are regulated by chapter 10 of this title.

All plans shall follow standard subdivision approval process with the Planning Commission. Approved final site plan or final plat will be forwarded to the building official for issuance of building permit. (Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-10: BUILDING PERMIT ISSUANCE:

The building official shall not issue any permit for the proposed building or use within the project unless such building or use is in accordance with the approved development plan and any conditions imposed. Approved development plans shall be filed with the Planning Commission, City Engineer, building official and City Recorder. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-11: TIME LIMIT:

Unless there is substantial action leading toward completion of a Senior Housing Overlay development or an approved phase thereof within a period of six (6) months from the date of approval, as determined by the City Council, to get the plat recorded or such approval shall expire, unless after reconsideration of the progress of the project, an extension is approved. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-12: EASEMENTS OVER COMMON AREAS:

In the Senior Housing Overlay Zone, there shall be reserved proper easements over the common areas to accommodate public services, including, but not limited to, the right of police and fire personnel to enter upon any part of the common areas, and to allow the City to repair or replace facilities or improvements thereon if any association fails so to do. The declaration for any such development shall include a provision covenanting with the City and all unit owners to maintain the common areas and facilities for the use of declarant and all unit owners prior to being turned over to an association. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-13: HOMEOWNERS' ASSOCIATION REQUIRED:

In the Senior Housing Overlay development with common areas and facilities such as common open space or private streets, a homeowners' association shall be created concurrent with recording of the final plat, to assure maintenance of the common areas and facilities in perpetuity. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

Layton City old

Layton City Code

Ken this is what the
Plain Commission is looking at
adopting -

19.05.040. Private swimming pools, tennis courts, skateboard ramps, satellite dishes, and basketball standards or courts

(1) Swimming Pool (private). No such pool shall be allowed in any zoning district except as an accessory use and unless it complies with the following conditions and requirements:

(a) It is an accessory use to a main building and is located within the side or rear yard thereof;

(b) It is intended and is to be used solely for the enjoyment of the occupants and guests of the principal use of the property on which it is located;

(c) It may not be located closer than four feet (4') to any property line of the property on which it is located;

(d) It shall not be less than twenty feet (20') from any neighbors dwelling, or fifteen feet (15') from any side lot line of an adjacent vacant lot;

(e) It shall not be less than fifteen feet (15') from any neighbors' non-livable area of their dwelling, which includes, but is not limited to, the garage, carport, or storage areas;

(f) On a corner lot where the rear lot line is coterminous with a side lot line of an adjoining lot, it shall be located not less than twenty-five feet (25') from such lot line;

4-11-24
This is where
we got our
ordinance from

(g) The swimming pool, or the entire property on which it is located, shall be walled or fenced to a minimum height of six feet (6'). The fence shall be constructed to limit any individual from accessing the pool area. The fence shall comply with all current building codes. All gates on said fences shall be self-closing and fitted with a self-latching device located on the interior side of the gate;

(h) Where a swimming pool is completely enclosed in a building, the location requirements for accessory and main buildings shall apply. Where a swimming pool is to be located in the near vicinity of any septic tank or sewage disposal drain field, the location must be approved by the Davis County Health Department; and

(i) Any above ground pool lighting shall be installed and directed such that the light source or light bulb is not directly visible from any point five feet (5') high along the neighboring property line.

(2) Tennis Court (private). No tennis court shall be allowed in any zoning district except as an accessory use and unless it complies with the following conditions and requirements:

(a) It is an accessory use to a main building and is located within the side or rear yard thereof;

(b) It is intended and is to be used solely for the enjoyment of the occupants and guests of the principal use of the property on which it is located;

(c) It may not be located closer than four feet (4') to any property line of the property on which it is located. It shall not be less than thirty feet (30') from any neighbor's dwelling or twenty feet (20') from any side lot line of any adjacent vacant lot;

(d) On a corner lot where the rear lot line is coterminous with a side lot line of an adjoining lot, it shall be located not less than twenty feet (20') from such lot line; and

(e) Any court lighting shall be installed and directed such that the light source or light bulb is not directly visible from any point five feet (5') high along the neighboring property line.

(3) Skateboard Ramp (private). No skateboard ramp shall be allowed in any zoning district in the City except as an accessory use and unless it complies with the following conditions and requirements:

(a) It is an accessory use to a main building and is located within the side or rear yard thereof;

(b) It is intended and is to be used solely for the enjoyment of the occupants and guests of the principal use of the property on which it is located. No commercial or advertised use of the ramp shall be permitted and no donations or contributions shall be solicited or received for use of or attendance at ramp activities;

(c) It may not be located closer than twenty feet (20') to any property line of the property on which it is located. It shall be not less than thirty feet (30') from any neighbor's dwelling or twenty feet (20') from any side lot line of any adjacent vacant lot;

(d) On a corner lot where the rear lot line is coterminous with a side lot line of an adjacent lot, it shall be located not less than twenty feet (20') from such lot line;

(e) Ramp lighting shall be installed and directed such that the light source or light bulb is not directly visible from any point five feet (5') high along the neighboring property line;

(f) The ramp shall be of such a scale and design and constructed of materials which will minimize noise, vibration, and other nuisance factors commonly associated with ramp usage. Portions of the ramp may be located below ground level, but in no case shall any portion of the ramp exceed six feet (6') in height above ground level, excluding handrails. The ramp shall comply with all pertinent sections of the Uniform Building Code and all zoning requirements of accessory structures and a building permit shall be obtained;

(g) A set of written rules adopted to insure safe and reasonable usage and operation of the ramp shall be posted at all times and enforced by the owner of the property on which the ramp is located; and

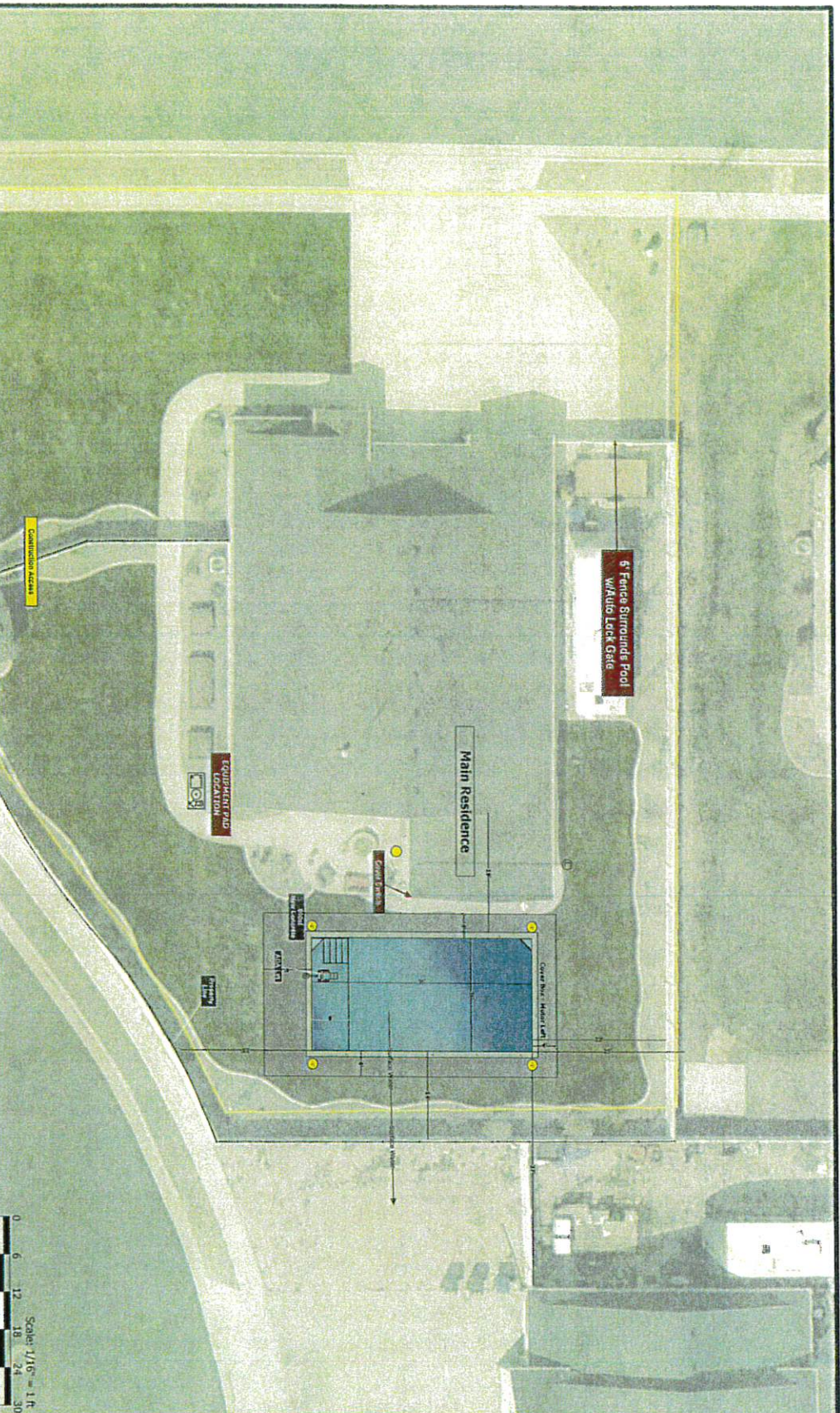
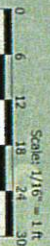
(h) The ramp must be inside an enclosure or within an enclosed yard.

(4) Satellite dish regulations: Satellite dishes shall be regulated the same as accessory uses as per Table 5-1 of this Chapter.

(5) Basketball Standard and Court. A single basketball standard and court shall not be considered a structure or accessory structure in any residential zoning district. The placement of a basketball standard or court shall be in accordance with the following requirements:

(a) A light erected in conjunction with the basketball standard or court shall be installed and directed such that the light source or light bulb is not directly visible from any point five feet (5') high along the neighboring property line; and

(b) A net or other portable device may be erected up to thirteen feet (13') in height behind the basketball standard to protect the ball from falling onto the adjacent property.



Equipment

Pool Type:	Vinyl
Pool Size:	16' x 36'
Depth:	5'
Slope/Stream/Sport:	Stream
Cover Box:	Standard
Coping Material:	Poured In Place
Interior Finish:	TBD
Summer:	1 Light: 2
Return:	2 Drain: 1 Set

Equipment

Heater:	250k BTU
Circulation Pump:	3HP
Additional Pump:	Not Included
Additional Pump:	Not Included
Filter Type:	Cartridge
Automation:	No
Autofill:	No

Under Contract, to be Picked Up by Driveway For A
Concrete, Shell, Stucco, and Masonry Walls.

Water Discharged Away from House, Runoff of Spills May
Be Directed Along Property Lines to Prevent Spills From
Flowing Onto Adjacent Lots, Final Grading Shall Blend With
Adjacent Lots.

The Grade Away from the Foundation Wall Shall Be a
Minimum of 6" Within the First 10' (S/10) 3.15

Gravel Grate or Foundation Wall Be Placed and Maintained
Around Shrub Plant, Outside Grate or Foundation
Dispersed From Site, Shrub Plant or Grate Will Be
Inspected, Cleaned of All Debris Within the End of Every
Year.

All Storm Water Shall Be kept On-Site using constructed
detention ponds, and shall be discharged to the storm
water management facility keeping all outflow On-Site
During Intense Rain for Site Cleanup.

Excavation, Observation Report Will be Conducted Post
Excavation.

Gas Line Upgrade May Be Necessary.
7' Tall Fence Will Be Surrounding Pool While Leak Calls.
Electrical Location Marked
Elevations Marked
Property Lines & Distances From Structures To Water's Edge Marked
Automatic Cover Will Be Installed On All Bodies Of Water
With Cover Switch In Full View
No Windows Within 5' of Water's Edge
Deep End Swim Deck Provided
Returns Every 300ft
Equipment Will Have Proper Venting & Access For Inspecting
All Water Vents & Vents To Be Installed Horizontally or 10'
Vertically Above Windows or Doors.

10-8-12: SWIMMING POOL, PRIVATE; TENNIS COURT, PRIVATE; BASKETBALL STANDARD AND COURT, PRIVATE:

A. Swimming Pool, Private: No such pool shall be allowed in any zoning district except as an accessory use and unless it complies with the following conditions and requirements:

1. It is an accessory use to main building and is located within the side or rear yard thereof;
2. It is intended and is to be used solely for the enjoyment of the occupants and guests of the principal use of the property on which it is located;
3. It may not be located closer than six feet (6') to any property line of the property on which it is located;
4. It shall not be less than thirty feet (30') from any neighbor's dwelling, or twenty feet (20') from any side lot line of an adjacent vacant lot;
5. It shall not be less than twenty feet (20') from any neighbors' nonlivable area, which includes, but is not limited to, the garage, carport, or storage areas;
6. It shall not have less than six feet (6') hard surface around the pool;
7. On a corner lot where the rear lot line is coterminous with a side lot line of an adjoining lot, it shall be located not less than twenty five feet (25') from such lot line;
8. The swimming pool, or the entire property on which it is located, shall be walled or fenced to a minimum height of six feet (6'). The fence shall be constructed to limit any individual from accessing the pool area. The fence shall comply with all current building codes. All gates on said fences shall be self-closing and fitted with a self-latching device located on the interior side of the gate;
9. Where a swimming pool is completely enclosed in a building, the location requirement for accessory and main building shall apply. Where a swimming pool is to be located in the near vicinity of any septic tank or sewage disposal drainfield, the location must be approved by the Weber County health department; and
10. Any aboveground pool lighting shall be installed and directed such that the light source or light bulb is not directly visible from any point five feet (5') high along the neighboring property line.
11. Summary of U.S. consumer product safety commission (CPSC) swimming pool barrier (barriers for residential swimming pools spas, and hot tubs) will be followed.

B. Tennis Court, Private: No tennis court shall be allowed in any zoning district except as an accessory use and unless it complies with the following conditions and requirements:

1. It is an accessory use to main building and is located within the side or rear yard thereof;
2. It is intended and is to be used solely for the enjoyment of the occupants and guest of the principal use of the property on which it is located;
3. It may not be located closer than six feet (6') to any property line of the property on which it is located. It shall not be less than thirty feet (30') from any neighbor's dwelling or twenty feet (20') from any side lot line of any adjacent vacant lot;
4. On a corner lot where the rear lot line is coterminous with a side lot line of an adjoining lot, it shall be located not less than twenty five feet (25') from such lot line, any neighbors' nonlivable area, which includes, but is not limited to, the garage, carport, or storage areas;
5. Any court lighting shall be installed and directed such that the light source or light bulb is not directly visible from any point five feet (5') high along the neighboring property line.

C. Basketball Standard And Court, Private: A single basketball standard and court shall not be considered a structure or accessory structure in any residential zoning district. The placement of a basketball standard or court shall be in accordance with the following requirements:

1. A light erected in conjunction with the basketball standard or court shall be installed and directed such that the light source or light bulb is not directly visible from any point five feet (5') high along the neighboring property line; and
2. A net or other portable device may be erected up to thirteen feet (13') in height behind the basketball standard to protect the ball from falling onto the adjacent property. (Ord. 2016-02, 5-5-2016, eff. 5-5-2016)

Educational institution.

Planned residential unit development.

Private park, playground or recreation area not open to the general public and to which no admission is made, and not including privately owned commercial amusement business.

Public building, public park, recreation grounds, and association buildings.

Public utility substation, utility lines, or water storage reservoir, or any other utility facility to be erected on the surface of the ground or over the ground developed by a public or private agency other than those to be located in the right-of-way of an existing street or highway. (Ord., 11-14-1974; amd. Ord. 2001-04, 5-3-2001, eff. 5-3-2001; Ord. 2002-13, 11-7-2002, eff. 11-7-2002; Ord. 2008-11, 9-6-2008, eff. retroactive to 9-5-2008; Ord. 2009-08, 9-3-2009, eff. 9-3-2009)

10-5A-4: SITE DEVELOPMENT STANDARDS:

		RE-15	RE-18.5	RE-20
		RE-15	RE-18.5	RE-20
A.	Minimum lot area	15,000 square feet	18,500 square feet	20,000 square feet
B.	Minimum lot width	100 feet	100 feet	100 feet
C.	Minimum yard setbacks:			
	1. Front	30 feet, except if 50 percent of approved subdivision/phase is completed, then not less than 40 feet		
	2. Side:			
	a. Dwelling	10 feet with total width of 2 side yards not less than 24 feet		
	b. Accessory building	10 feet, except 5 feet if located at least 6 feet in rear of main building		
	3. Side, facing street on corner lot	30 feet	30 feet	30 feet
	4. Rear:			
	a. Main building	30 feet	30 feet	30 feet
	b. Accessory building	5 feet, except 10 feet where accessory building rears on side yard of adjacent corner lot		
D.	Main building height:			
	1. Minimum	1 story	1 story	1 story
	2. Maximum	2 ¹ / ₂ stories or 35 feet		
E.	Accessory building height:	No dwelling shall be erected to a height less than ten feet (10'), and no accessory building in a residential zone shall be erected to a height greater than twenty-five feet (25'). See Examples (Figures #1, #2 and #3)		

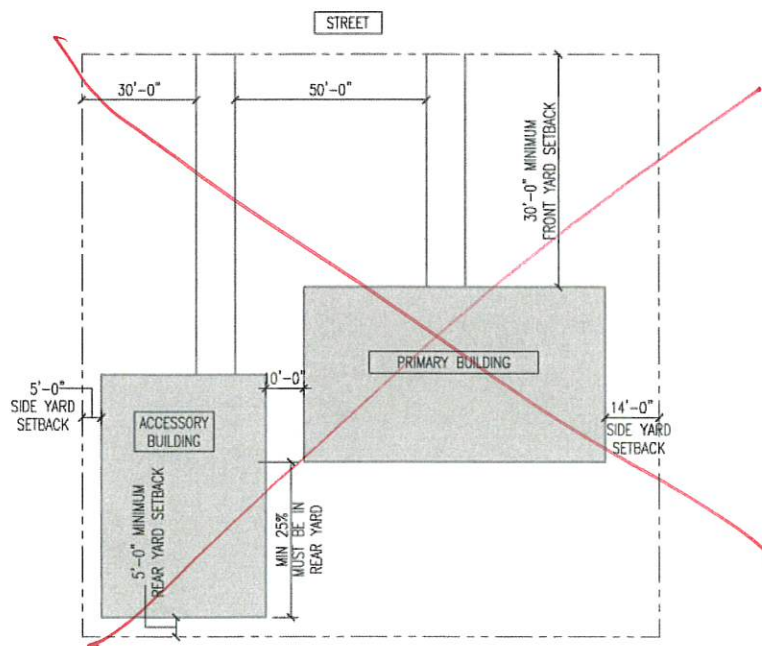


FIGURE 1: DETACHED ACCESSORY BUILDING EXAMPLE 1

17.44.120: FAMILY SWIMMING POOL:

A family swimming pool shall conform to the following requirements:

A. The location of a family swimming pool or accessory pool related machinery or building shall not be less than ten feet (10') from any interior property line where there is no utility easement or ten feet (10') from any utility easement running along said property line. On corner lots, the distance from the pool to the property line facing on a street shall not be less than the required side yard for an accessory building in that zone.

B. A protective barrier or fence shall be installed around the swimming pool, hot tub/spa, or other artificial water feature which is deeper than eighteen inches (18") according to the requirements of section 17.46.060 of this title.

C. Any lights used to illuminate the pool or its accessories shall be so arranged as to reflect the light away from the adjoining premises. (Ord. 2018-01)

17.44.190: SITE DEVELOPMENT STANDARDS FOR ALL RESIDENTIAL ZONES:**A. Single-Family Dwellings:***Farr
west*

	A-1	A-1-R	R-1-15
Minimum lot area	43,560 sq. ft.	43,560 sq. ft.	15,000 sq. ft.
Minimum lot width measured at a distance of 30 feet back from the front property line	150 ft.	115 ft.	100 ft.
Minimum lot width for corner lots (on both sides facing street)	150 ft.		115 ft.

	All Residential Zones
	All Residential Zones
Minimum setbacks from property line ¹ :	
Side total	24 ft.
Side minimum	10 ft.
Interior side (corner)	15 ft.
Front: city road	30 ft.
Front: state road	40 ft.
Rear	30 ft.
Side facing street (corner)	20 ft.
Rear (corner)	15 ft.
Height of buildings:	
Minimum height	8 ft. or 1 story, whichever is greater
Maximum height	35 ft.
Size of buildings	The ground floor area of any single-family dwelling shall be not less than 900 square feet for multilevel housing and 1,200 square feet for rambler style housing exclusive of open porches, carports and garages

Note:

1. Setback is measured from the foundation wall, carport support posts or the edge of a doublewide parking pad.
2. For lots located within a cul-de-sac, the required front setback shall be measured from a line drawn between the intersections of each side property line with the front property line.

B. Accessory Buildings:

	All Residential Zones
	All Residential Zones
Minimum setbacks from property line:	
Front or side facing street: city road	30 ft.
Front or side facing street: state road	40 ft.
Rear	4 ft. for structures 14 ft. or less in peak height. For structures in excess of 14 ft. in peak height, the setback is 4 ft. plus 1 ft. for each foot or portion thereof in excess of 14 ft in peak height.
Side	4 ft. for structures 14 ft. or less in peak height. For structures in excess of 14 ft. in peak height the setback is 4 ft. plus 1 ft. for each foot or portion thereof in excess of 14 ft in peak height.
Height of buildings:	
Minimum height (at peak)	8 ft.

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Maximum height (at peak)	20 ft. on lots less than 1 acre 25 ft. on lots 1 acre and larger
Maximum height (exterior walls)	15 ft. on lots less than 1 acre 18 ft. on lots 1 acre and larger

C. Additional Accessory Building Requirements: In no case may an accessory building or group of accessory buildings on the same lot cover more than twenty percent (20%) of a rear yard or any portion of a building extend beyond property lines.

Carports and other detached accessory buildings not having walls shall follow the defined minimum setbacks.

Accessory buildings built forward of the rear build line of the main dwelling shall have an architectural style, building materials, and color compatible and consistent with the architectural style, building materials, and color of the main dwelling. Minimum setbacks shall be maintained between buildings and from property lines.

Accessory buildings with a footprint larger than two thousand (2,000) square feet require a conditional use permit and may require additional setback and/or height limits.

In no case shall the construction of an accessory building be commenced previous to twenty-five percent (25%) completion of the primary residence on the same lot as determined by the Farr West City building official.

D. Main Buildings Other Than Dwellings: (For churches, schools, clubhouses, civic centers, etc., see section 17.08.010, "Definitions", of this title.)

All Residential Zones	
All Residential Zones	
Minimum setbacks from property line:	
Side total	24 ft.
Side minimum	10 ft.
Interior side (corner)	15 ft.
Front: City road	30 ft.
Front: State road	40 ft.
Side facing street (corner)	20 ft.
Rear	10 ft.
Rear (corner)	10 ft.
Height of buildings:	
Minimum height	8 ft. or 1 story, whichever is greater
Maximum height	35 ft.

(Ord. 20-07: Ord. 19-04: Ord. 2018-03: Ord. 15-05: Ord. 2014-02; Ord. 21-14, 11-18-2021)

11-9M-14: FAMILY SWIMMING POOL

A. Purpose and Intent. In single-family residential zones, family swimming pools shall be permitted in the rear yard of a dwelling, and on corner lots, in the side yard, as an accessory use. The purpose of this section is to ensure the following requirements are met:

1. Location. The location of a family swimming pool and accessory machinery shall be located thirty-five (35) feet or more from any dwelling on an adjoining lot and ten (10) feet or more from any interior property line. Pools, accessory machinery, and decking located in a corner side yard may not be located farther forward in the lot than a line which is parallel to the required front setback, extending from the required front setback for a main dwelling to the side property line. Additionally, no swimming pool, decking or accessory machinery in a corner side yard shall be permitted in the area that is farther forward on a lot than the front corner of the main dwelling that is closest to the pool.
2. Fencing and Lighting. An outside family swimming pool shall be completely enclosed by a fence structurally adequate to resist wind load conforming to the international building code (IBC), and not less than six (6) feet in height with a self-latching gate with the latch on the pool facing side of the gate. Any lights used to illuminate said pool or its accessories shall be shielded, directed downward, and shall not spill on to an adjacent property and preserve the visibility of the night sky.

	R-1-12.5	R-1-10	R-1-8	R-1-8(A)	R-1-8(AG)
A. Minimum lot area (sq. ft.):					
1. Interior lot	12,500	10,000	8,000	8,000	8,000
2. Corner lot	13,500	11,000	9,000	8,000	9,000
B. Minimum lot width measured 30 feet back from the front property line	100'	90'	80'	80'	80'
C. Minimum yard setbacks: Written permission must be secured from all utility companies to place a non-movable structure, i.e. a structure with a permanent in-ground foundation, over the easements.					
1. Front	30'	30'	30'	30'	30'
2. Side:					
a. Dwelling-interior	10'	10'	8'	4'	8'
b. Total combination width not less than	24'	24'	18'	12'	18'
c. Exception: Where there is an attached garage with the required number of parking spaces, both side yards may be	10'	10'	8'	4'	8'
3. Side facing street on corner lot	20'	20'	20'	20'	20'
4. Rear:	20'	20'	20'	20'	20'
D. Total lot coverage:					
1. Primary/main Building footprint	35%	35%	35%	35%	35%
2. Minimum vegetative area	50%	50%	50%	50%	50%
E. Building height (in feet):					
1. Minimum	10'	10'	10'	10'	10'
2. Maximum	35'	35'	35'	35'	35'
F. Accessory building regulations					
1. Accessory building height					
2. Accessory building setback					
a. Accessory/Large building					
(1) Setback minimum in feet (if building height is 10' or less)	3'	3'	3'	3'	3'
(2) Buildings that meet the design standards requirements in 11-9M-8: a building up to 10' tall may be 3' from the property line. Beginning at 5' from the property line, an increase in building height beyond 10' is permitted at a 1:1 ratio up to a maximum building height of 25'. Rooflines may exist within the vertical envelope created by the 1:1 ratio of building height and setback.					

3. Corner lot setback (street side)	20'	20'	20'	20'	20'
4. Minimum separation required between main building and accessory buildings	At least 6'				
5. Maximum rear yard coverage by accessory building	25%				
6. Maximum number of large accessory buildings per lot	1				
7. Building Design and Materials – See 11-9M-8					

HISTORY

Amended by Ord. [2024-02](#) Amends Accessory Building Standards on 1/23/2024



19.05.040 Private Swimming Pools, Tennis Courts, Skateboard Ramps, Satellite Dishes, And Basketball Standards Or Courts

1. **Swimming Pool (private).** No such pool shall be allowed in any zoning district except as an accessory use and unless it complies with the following conditions and requirements:
 - a. It is an accessory use to a main building and is located within the side or rear yard thereof and accessory structure setbacks do not apply to the swimming pool;
 - b. If the pool is not at or below grade, it is considered an accessory structure and shall follow requirements for both swimming pools and accessory structures;
 - c. It is intended and is to be used solely for the enjoyment of the occupants and guests of the principal use of the property on which it is located;
 - d. It may not be located closer than five feet to any property line, primary dwelling, or accessory structure on the property on which it is located; the setback is measured from the water's edge;
 - e. It may not encroach upon any public utility and drainage easements (PU&DE) without prior written approval by City staff;
 - f. It shall not be less than 20' from any neighboring dwelling's livable space. It shall not be less than 15' from any neighbors' non-livable area of their dwelling, which includes, but is not limited to, the garage, carport, or storage areas;
 - g. It shall not be less than 15' from any side lot line of an adjacent vacant lot or parcel;
 - h. If pool is adjacent to the side yard of the neighboring dwelling's livable area, then the pool shall not be less than 20' from the neighboring dwelling's livable area, measured from the edge of the pool to the foundation of the neighboring dwelling's livable area. The swimming pool, or the entire property on which it is located, shall be walled or fenced to a minimum height of six feet. The fence shall be constructed to limit any individual from accessing the pool area. The fence shall comply with all current building codes. All gates on said fences shall be self-closing and fitted with a self-latching device located on the interior side of the gate;
 - i. Where a swimming pool is completely enclosed in a building, the location and setback requirements for an accessory structure shall apply. Where a swimming pool is to be located in the vicinity of any septic tank or sewage disposal drain field, the location must be approved by the Davis County Health Department; and
 - j. Any above ground pool lighting shall be installed and directed such that the light source or light bulb is not directly visible from any point five feet high along the neighboring property line.
2. **Tennis Court (private).** No tennis court shall be allowed in any zoning district except as an accessory use and unless it complies with the following conditions and requirements:
 - a. It is an accessory use to a main building and is located within the side or rear yard thereof;
 - b. It is intended and is to be used solely for the enjoyment of the occupants and guests of the principal use of the property on which it is located;
 - c. It may not be located closer than four feet to any property line of the property on which it is located. It shall not be less than 30' from any neighbor's dwelling or 20' from any side lot line of any adjacent vacant lot;
 - d. On a corner lot where the rear lot line is coterminous with a side lot line of an adjoining lot, it shall be located not less than 20' from such lot line; and
 - e. Any court lighting shall be installed and directed such that the light source or light bulb is not directly visible from any point five feet high along the neighboring property line.

13.26.160 Family Swimming Pool

A family swimming pool shall be permitted in the rear yard of a dwelling as an accessory use, provided the following requirements are met:

1. Location. The location of such family swimming pool shall be not less than thirty (30) feet from any dwelling on an adjoining lot and not less than six (6) feet from any

interior property line. On corner lots, the distance from said pool to the property line facing on a street shall not be less than the required side yard for an accessory building in that zone.

2. Fence. An outside family swimming pool shall be completely enclosed by a fence structurally adequate to prevent normal passage of any person except through a locking gate,

resist wind load, conform to the building code, and be not less than six (6) feet in height.

3. Lights. Any lights used to illuminate said pool or its accessories shall be so arranged as to reflect the light away from the adjoining premises.

HISTORY

Amended by Ord. 2024-04 on 3/25/2024

10-4G-1 Swimming Pools (Private)

Swimming pools shall be allowed in any zone as an accessory use and must comply with the following conditions and requirements:

- A. It is an accessory use to a main building and is located within the side or rear yard thereof.
- B. It is intended and is to be used solely for the enjoyment of the occupants and guests of the principle use of the property on which it is located.
- C. It may not be located closer than four (4) feet to any property line of the property on which it is located and not be less than fifteen (15) feet from any property line of any adjacent vacant lot.
- D. It shall not be less than twenty (20) feet from any neighbors dwelling and not less than fifteen (15) feet from any neighbor's non livable area of their dwelling which includes, but is not limited to, the garage, carport or storage areas.
- E. The swimming pool, or the entire property on which it is located, shall be walled or fenced to a minimum height of six (6) feet. The fence shall be constructed to limit any individual from accessing the pool area. The fence shall comply with all building codes. All gates on said fences shall be self closing and fitted with a self-latching device located on the interior side of the gate.
- F. Where a swimming pool is completely enclosed in a building, the location requirements for accessory and main buildings shall apply
- G. It shall not be located within three (3) feet of a sewer line, ten (10) feet of a septic tank, and twenty five (25) feet of a sewage disposal drain field.
- H. Any above ground pool lighting shall be installed and directed such that the light source or light bulb is not directly visible from any point five (5) feet high, along the neighboring property line.