



FARR WEST CITY COUNCIL AGENDA

November 6, 2025 at 6:30 p.m.
City Council Chambers
1896 North 1800 West
Farr West, UT 84404

Notice is hereby given that the City Council of Farr West City will hold its regular meeting at 6:30 p.m. on Thursday, November 6, 2025 at the Farr West City Hall, 1896 North 1800 West, Farr West

Regular Meeting

Call to Order – Mayor Ken Phippen

1. Opening Ceremony
 - a. Opening Prayer
 - b. Pledge of Allegiance
2. Comments/Reports
 - a. Public Comments (*2 minutes*)
 - b. Report from the Planning Commission
3. Consent Items
 - a. Assignments and directions for Planning Commission
 - b. Consider approval of minutes dated October 16, 2025
 - c. Consider approval of bills dated November 5, 2025
4. Business Items
 - a. Consideration of the request for business licenses – Bad Ass Excavation – Danny Martens
Steel Krest Construction – Kody Olson
 - b. Consideration of the request of a modified site plan for Ogden Cycle Association located at 2390 West 4000 North – Brad Sweet
 - c. Consideration of the request of the Park Plaza Court Development Agreement
 - d. Consideration of the request of a re-zone of the Westside Investments Property located at approximately 2500 West 4000 North, parcel number 19-001-0176, from the C-2 commercial zone to the Mixed-Use zone
5. Mayor/Council Follow-up
 - a. Report on Assignments
6. Adjournment

In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City Recorder at 801-731-4187, at least three working days prior to the meeting. Notice of time, place and agenda of the meeting was emailed to each member of the City Council, posted in the City Hall, and posted on the Utah Public Meeting Notice Website on October 31, 2025.

Lindsay Afuvai
Recorder

Application for Residential Business License



Application date: 10-21-26
Owner Name: Danny Martens
Owner Address: 2508 N. 2200 W. City: Farr West State: UT Zip: 84404
Telephone: 385-408-0817 Fax: _____ Email: danny.martens77@gmail.com
Business Name: Bad Ass Excavation DBA: _____
State Sales Tax ID # 39-4763784 State License # 14617026

If a daycare of preschool, number of own children: _____; number of other children: _____

Describe your type of business in detail: Excavation and demolition

Businesses that require Health Department inspection and permit: ANY business that is selling food, day cares, nursing and assisted livings.

Health Department Permit # _____ or check if not applicable _____

All daycares are required to undergo a fire inspection from Weber Fire District. Please contact Jolene at Weber Fire District at 801-782-3580 to schedule the inspection. Proof of passed inspection must be submitted with the business license application before any approval is given.

Please initial each box acknowledging you understand and comply with the ordinance requirements (Farr West City Ordinance, Chapter 5.16)

- ☒ Only persons who are bona fide residents of the premises shall be engaged in the business or occupation.
- ☒ The business shall not physically change or alter the exterior of the dwelling.
- ☒ No business signs or advertising will be on the premises.
- ☒ The business will not cause an increase in vehicular traffic.
- ☒ The business will not require additional off street parking beyond that normally required for residential uses.
- ☒ The business will meet all applicable safety, fire, building and health codes.

- ☒ The business will not produce noise, dust, odors, noxious fumes glare or other hazards to safety and health which are emitted from and may be discernible beyond the premises. Residential businesses may not create a public nuisance as defined by State law or this code.
- ☒ The business will not create a hazard by using flammable, explosive or other dangerous materials or by keeping or raising animals which are capable of inflicting harm or discomfort or endangering the health and safety of any person or property.
- ☐ Any nursery or daycare use of the dwelling shall comply with state laws governing such use.
- ☒ If the business is conducted within the living quarters of the home, it will not occupy more than 25% of the main floor area, or more than 400 square feet of the home. If conducted within the garage, it shall not occupy more than 33% of the garage area. *Businesses in accessory building may use the whole structure for business use.

Residential Business License Fee

\$30.00

****Residential businesses conducted entirely within the primary residence are not subject to the \$30.00 fee.***

Is this business conducted entirely within the primary residence? yes

If no, is it conducted in a garage and/or accessory building? _____

I, the applicant, am aware of and conform to all State and Federal Regulations. I have read and understand the Codes and Ordinances of Farr west City for Business License Regulations (Title 5).

Applicant signature: _____

Date: _____

For office use only:

Amount paid: _____ Date paid: _____ Receipt Number: _____

City Council Date: _____ Approved: _____ Disapproved: _____

License number: _____ Date issued: no

Application for Business License



Application date: _____

Owner Name: _____

Owner Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ Email: _____

Business Name: _____ DBA: _____

Business Address: _____ City: _____ State: _____ Zip: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Business Phone Number: _____ Number of employees: _____

Manager Name: _____ Contact Phone: _____

**If business is commercial or manufacturing/warehousing, please list square footage: _____

State Sales Tax ID # _____ State License # _____

If a daycare of preschool, number of own children: _____; number of other children: _____

Describe your type of business in detail: _____

Businesses that require Health Department inspection and permit: ANY business that is selling food, tattoo and piercing salons, tanning salons, day cares, nursing and assisted livings.

Health Department Permit # _____ or check if not applicable _____

All new business licenses or change of ownership/tenant are required to undergo a fire inspection from Weber Fire District and a building code compliance inspection from Farr West City Building Department. Please contact Jolene at Weber Fire District at 801-782-3580 to schedule the fire inspection and the city office at 801-731-4187 for the building inspection. Proof of passed inspections must be submitted with the business license application before any approval is given.

BUSINESS LICENSE FEE SCHEDULE

COMMERCIAL

| Small (under 10,000 sq ft) | Medium (10,000 to 50,000 sq ft) | Large (over 50,000 sq ft) |
|-----------------------------------|--|----------------------------------|
| \$100.00 | \$200.00 | \$300.00 |

MANUFACTURING/WAREHOUSING

| Small (under 10,000 sq ft) | Medium (10,000 to 50,000 sq ft) | Large (over 50,000 sq ft) |
|-----------------------------------|--|----------------------------------|
| \$100.00 | \$150.00 | \$200.00 |

OTHER

| Contractor | Professional | Interstate Commerce |
|-------------------|---------------------|----------------------------|
| \$100.00 | \$50.00 | \$50.00 |

ALCOHOL

| Class "A" Beer | Class "B" Beer Restaurant | Class "C" Limited Restaurant | Class "D" Golf Course | Class "E" Full Service Restaurant |
|-----------------------|----------------------------------|-------------------------------------|------------------------------|--|
| \$200.00 | \$200.00 | \$200.00 | \$200.00 | \$200.00 |

*If you are renewing an alcohol license:

Has the applicant been arrested or convicted of a felony or misdemeanor in the past 12 months? _____

Type of License Applying For: _____ License fee due: _____

I, the applicant, am aware of and conform to all State and Federal Regulations. I have read and understand the Codes and Ordinances of Farr west City for Business License Regulations (Title 5).

Applicant signature: Leslie Sha Date: _____

For office use only:

Amount paid: _____ Date paid: _____ Receipt Number: _____

City Council Date: _____ Approved: _____ Disapproved: _____

License number: _____ Date issued: _____



Weber Fire District

Fire Inspection Results

Fire and Life Safety Inspection

Fire and Life Safety Inspection Inspection Result

| Completed at | Inspected by | Inspection Contact Name | Inspection Type |
|---------------------|----------------|-------------------------|---------------------------------|
| 10/20/2025 14:22:48 | Larsen, Austin | Leslie | Fire and Life Safety Inspection |

| Business Name | Address | Suite | City | State |
|--------------------------|-----------------------------|---------|-------|-------|
| Steel Krest Construction | 1980 N 2000 W | Suite 1 | OGDEN | UT |
| Zip | Inspection Contact - Mobile | | | |
| 84404 | | | | |

ACCESS:

✓ Pass

ITEM: Fire lane, Hydrant and FDC are accessible for emergency response.

CODE: IFC - 503.4 - Obstruction of fire apparatus access roads. - Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Sections 503.2.1 and 503.2.2 shall be maintained at all times.

IFC - 507.5.4 - Obstruction. - Unobstructed access to fire hydrants shall be maintained at all times. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

✓ Pass

ITEM: Is the address on the building and visible from the street?

Application for Site Plan Approval



1896 North 1800 West
Farr West, UT 84404
Phone – (801) 731-4187
Fax – (801) 731-7732

Date Submitted: 10/14/25

Applicant Name: Brad Sweet Applicant Address: [REDACTED]

Phone: [REDACTED] Email: [REDACTED]

Business Name: Ogden Cycle Assoc. Application Number: _____

Business Address: 2390 W 4000 N. / P.O. Box 13066 Phone: 801.831.6001
Ogden, UT 84412

Address and description of site being considered: _____
4000x1 Hwy 126 : South East corner of OCA motorcross
track property

Tax ID number of site being considered: 87-0625050

Current zoning of site: A1

FEE SCHEDULE

Application: \$100.00 Engineering Deposit: \$1,000.00

Site Plan approval is required for the following conditions. Please indicate all conditions associated with this application:

- ☒ All proposed new development except single-family detached residences.
- ☐ All additions of alterations to nonconforming structures (see chapter 17.52 of the Farr West City municipal code for reference to nonconforming buildings).
- ☐ Issuance of a conditional use permit for new construction.
- ☐ New signs
- ☒ Modified site plan review shall be required for any change of use in a existing structure or site or addition, except single-family detached residences.
- ☐ All plans for earth sheltered dwellings.

The following information is required for site plan approval (check box next to all items submitted with application):

(Note: Not providing the required information will result in a delay of approval by the planning commission)

- ☒ A site plan (or set of plans as needed) showing all the required information listed below drawn accurately to an engineering scale. The plan needs to be submitted on 11x17, or larger paper, and in an electronic PDF format.
- ☒ Lot dimensions and orientations: North arrow, etc.
- ☒ Existing and proposed buildings with their dimensions and the locations of all opening in exterior walls.
- ☐ Height of all buildings and other proposed or existing structures; type and slope of roof construction.
- ☒ Indication of proposed use of buildings.
- ☐ All off street parking, locations and size of points of entry and exists, loading facilities, internal traffic circulation patterns, location of handicapped parking and handicapped access to building(s).
- ☐ Height of all existing and proposed walls and fences and type of construction.
- ☐ Location and type of landscaping.
- ☐ All existing easements (dedicated and prescriptive), irrigation ditches, alleys and street rights of ways. Locations and height of any overhead power and communication and transmission lines, and all utility easements which may affect the property.
- ☐ All existing and proposed improvements. Improvements include: curb and gutter, sidewalks, sanitary and storm sewer lines, fire hydrants and driveway approaches. Grades must be shown for curb and gutter, sidewalks, sanitary and storm sewer lines.
- ☐ Location, type, lighting and size of proposed and existing signs.
- ☐ Location, type and size of proposed and existing light poles.
- ☒ A method for controlling storm drainage so that storm runoff will not enter adjoining property must be shown. N/A
- ☒ One copy of a current county ownership plat showing the property and adjacent properties.
- ☐ Approval letter from Weber Fire District (801-782-3580).
- ☐ Approval letter from Bona Vista Water (801-621-0474).

If any of the above information is not being provided please indicate reasoning:

Existing site is 100% containing from any runoff of storm water or otherwise. No changes to anything on the site other than constructing water storage tanks.

Answer the following questions as applicable: (Attach additional paper if needed.)

1. State in detail what is intended to be done on or with the property? Water tanks for dust control are being added to the motorcycle track facility adjacent to the exist pump house on the south east corner of the property.

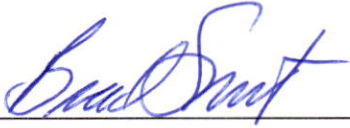
2. How will the proposed use be compatible with existing surrounding uses, buildings, and structures, when considering traffic generation, parking, building design, location and landscaping?

zero traffic, parking, or structures will be affected by this addition to the existing facility.

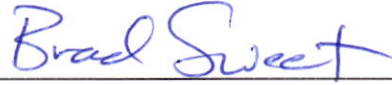
Signature of Applicant:

Applicant acknowledges they are responsible for all engineering fees associated with this application.

In issuing this application the signer(s) certifies the information provided is correct and they agree to the conditions set by the members of the planning commission and city council. **All** property owners must sign below in the presence of the city recorder/clerk or have their signatures notarized in order to be valid.



Owner Signature



Print Name

Owner Signature

Print Name

I/We authorize _____ to act as my/our agent in all matters relating to this application.
(Print name)

Owner Signature

Print Name

Owner Signature

Print Name

Authorized Agent Signature

Signature of City Recorder/Clerk
(Not Required if Notarized)

State of Utah)

§

Count of _____)

On this _____ day of _____, in the year _____, before me _____,
a notary public, personally appeared _____, proved
on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument,
and acknowledge (he/she/they) executed the same. Witness my hand and official seal.

NOTARY PUBLIC

E
A
L

State of Utah)

§

County of _____)

On this _____ day of _____, in the year _____, before me _____, a notary public, personally appeared _____, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledge (he/she/they) executed the same. Witness my hand and official seal.

NOTARY PUBLIC

S
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For City Use:

Fee received by: Bredanne Date received: 10/15/2025
Receipt number: 1-000000502 Cash/Check (circle one) Credit
Date site plan received: 10/15/25 Received by: Lindsay
Date met with city engineer: _____ Signed: _____
Date engineer approved plan: _____ Signed: _____
Date planning commission approved: _____
Date city council approved (conditional use permit only): _____

MEMORANDUM

TO: Farr West City Planning Commission and City Council

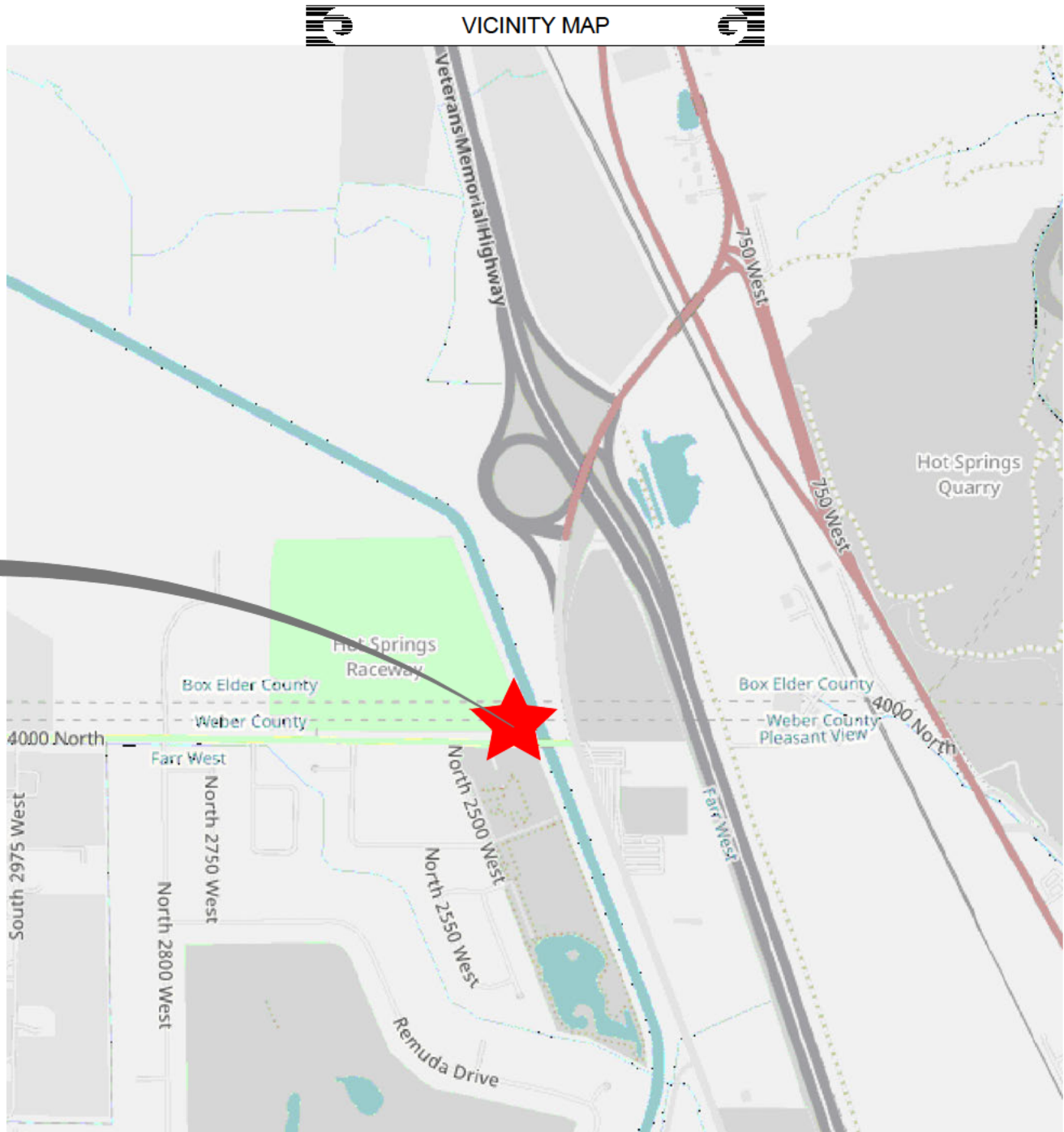
FROM: Matt Robertson, P.E.
City Engineer

RE: **OGDEN CYCLE ASSOCIATION WATER STORAGE**
Site Plan Review

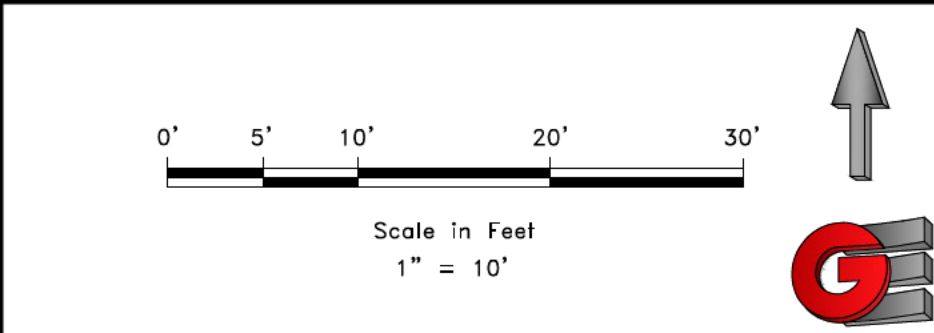
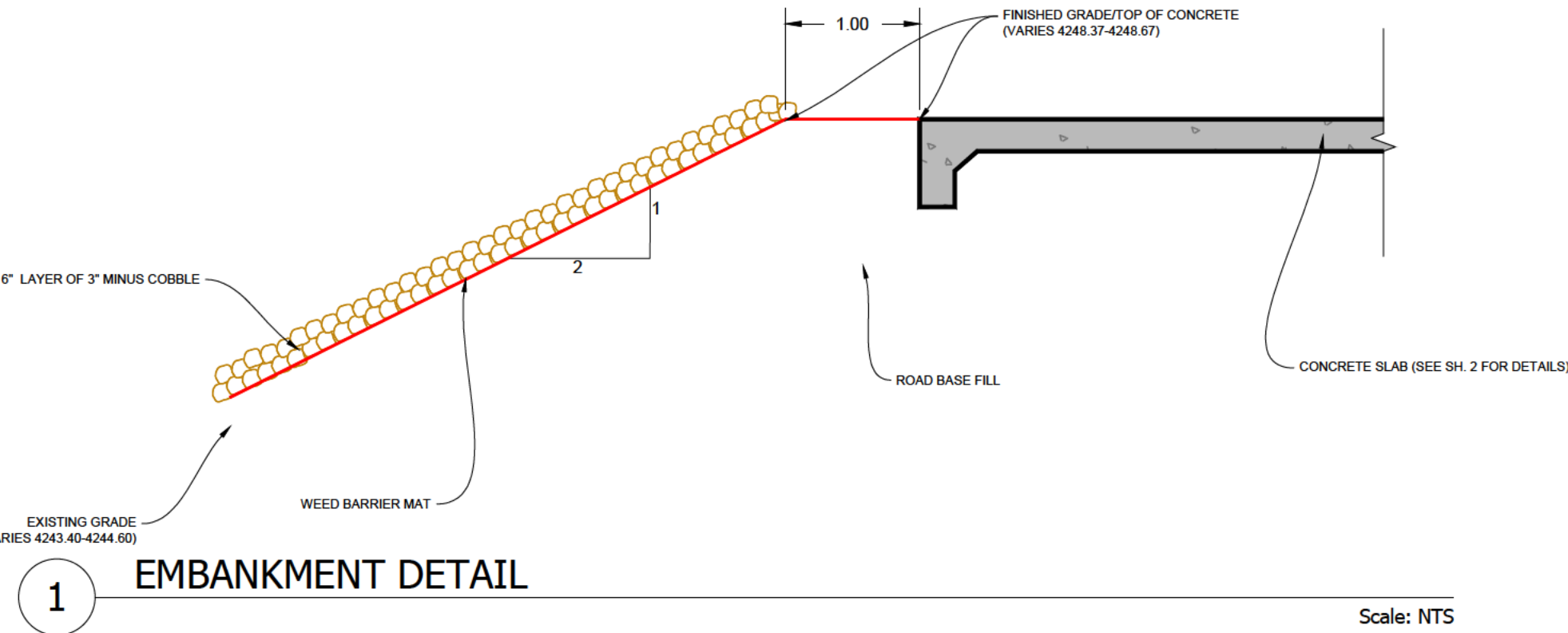
Date: October 16, 2025

Our office has completed a review of the amended site plan for the Ogden Cycle Association (OCA) and the proposed water storage tanks on their site. The OCA is planning to construct 3 new water storage tanks on a reinforced concrete pad to store water for their track watering and dust control operations. The work will include construction of a 4' embankment, reinforced concrete pad, and installation of three 12' diameter by 20' tall storage tanks. The submitted site plan shows the location of these new tanks to the north of their existing pump house. This is the extent of the work and changes to their existing site.

The existing zone is A-1 and there is nothing in the city ordinance that addresses tanks such as these. The tanks are shown about 12' from their east property line. If these are considered accessory buildings/structures, then the minimum side setback for a 20' structure would be 10', which this plan meets. We don't see any drainage concerns or any other concerns that would affect the City. We recommend approval of the submitted site plan at this time.



- LEGEND:
- 12'ø x 20' TALL WATER TANK (8000 LB DRY WEIGHT-17000 GAL CAPACITY)
 - PROPOSED CONCRETE SLAB
 - PROPOSED EMBANKMENT



| | | | | | | | | | |
|---|--|----------------|--|-------------|--|------------|--|--------------|--|
| SCALE: 1" = 10' | | DATE: 10-01-25 | | DESIGN: JKH | | DRAWN: JKH | | CHECKED: [] | |
| REVISIONS | | DESCRIPTION | | | | | | | |
| DATE | | DWG: | | | | | | | |
| | | | | | | | | | |
| SITE AND GRADING PLAN | | | | | | | | | |
| O.C.A. WATER STORAGE | | | | | | | | | |
| APPROX. 4000 N 2350 W | | | | | | | | | |
| FARR WEST, WEBER, UTAH | | | | | | | | | |
| | | | | | | | | | |
| GARDNER ENGINEERING CIVIL - LAND PLANNING MUNICIPAL - LAND SURVEYING 1580 W 2100S, WEST HAVEN, UT 84401 P 801.476.0202 F 801.476.0066 | | | | | | | | | |
| CE1-01 | | | | | | | | | |

GENERAL NOTES

1. DESIGN LOADS:
a. GROUND SNOW LOADS: 36 psf.
b. WIND LOADS ASCE 7-16,
BASIC WIND SPEED OF 115 MPH, EXPOSURE "C".
d. SEISMIC: ASCE 7-16 & IBC 2021
SEISMIC IMPORTANCE FACTOR: 1.0.
SEISMIC USE GROUP: II.
MAPPED SPECTRAL RESPONSE ACCELERATIONS:
S_S: 1.425 S_{D5}: 1.14
S₁: 0.514 S_{D1}: NULL
SITE CLASSIFICATION: D.
SEISMIC DESIGN CATEGORY: D
BASIC SEISMIC-FORCE RESISTING SYSTEM(S):

ANALYSIS PROCEDURE: EQUIVALENT LATERAL FORCE PROCEDURE

STRUCTURAL NOTES

A. GENERAL

1. THE STRUCTURAL NOTES ARE INTENDED TO COMPLEMENT THE PROJECT SPECIFICATIONS WHICH ARE PART OF THE CONSTRUCTION DOCUMENTS, SPECIFIC NOTES AND DETAILS ON THE DRAWINGS SHALL GOVERN OVER THE STRUCTURAL NOTES AND TYPICAL DETAILS.
2. THESE DRAWINGS (AND, WHERE APPLICABLE, ACCOMPANYING WRITTEN SPECIFICATIONS) ARE THE ONLY CONTRACT DOCUMENTS PROVIDED BY IRONSIDE ENGINEERING FOR THE PROJECT REPRESENTED HEREIN. NOTHING IN ANY DIGITAL MODEL OR DIGITAL FILE RELATED TO THIS PROJECT SHALL BE TAKEN TO SUPERSEDE ANY INFORMATION SHOWN IN THESE DRAWINGS (INCLUDING, BUT NOT LIMITED TO, DIMENSIONS, SIZES, ETC).
3. THE ARCHITECTURAL DRAWINGS ARE THE PRIME CONTRACT DRAWINGS. THE STRUCTURAL DRAWINGS ARE SUPPLEMENTARY TO AND MUST BE USED IN CONJUNCTION WITH THE ARCHITECTURAL DRAWINGS AND OTHER CONSULTANTS DRAWINGS. ALL OMISSIONS OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND/OR SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND STRUCTURAL ENGINEER BEFORE PROCEEDING WITH ANY WORK INVOLVED. IN CASE OF CONFLICT, FOLLOW THE MOST STRINGENT REQUIREMENT AS DIRECTED BY THE ARCHITECT AT NO ADDITIONAL COST TO THE OWNER.
4. SEE SPECIFICATIONS FOR REQUIRED SUBMITTALS. SUBMITTALS SHALL BE MADE IN A TIMELY MANNER AS INDICATED IN SPECIFICATIONS. REVIEW OF SUBMITTALS BY IRONSIDE ENGINEERING IS FOR GENERAL COMPLIANCE ONLY AND IS NOT INTENDED AS APPROVAL. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL SIZES, DIMENSIONS, AND ELEVATIONS ON SUBMITTALS AS RELATED TO DESIGN DOCUMENTS. PREPARATION OF SHOP DRAWINGS FOR STRUCTURAL ELEMENTS WILL REQUIRE INFORMATION (I.E. DIMENSIONS, ETC.) FOUND IN THE ARCHITECTURAL, STRUCTURAL, AND OTHER CONSULTANTS DRAWINGS.
5. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE SITE. IF ACTUAL CONDITIONS DIFFER FROM THOSE SHOWN ON CONTRACT DOCUMENTS, CONTRACTOR SHALL NOTIFY ARCHITECT PRIOR TO FABRICATION OR CONSTRUCTION OF ANY AFFECTED ELEMENTS.
6. THE CONTRACTOR SHALL COORDINATE AND VERIFY ALL LOCATIONS AND SIZES OF MECHANICAL EQUIPMENT OR OTHER EQUIPMENT BEFORE FABRICATING AND ERECTING STRUCTURAL ELEMENTS, SIZES AND LOCATIONS THAT DIFFER FROM THOSE SHOWN ON THE CONTRACT DOCUMENTS SHALL BE REPORTED
7. THE CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST TO THE ARCHITECT FOR ARCHITECT AND/OR ENGINEER APPROVAL BEFORE PROCEEDING WITH ANY CHANGES, MODIFICATIONS, OR SUBSTITUTIONS.
8. DURING AND AFTER CONSTRUCTION, BUILDER AND/OR OWNER SHALL KEEP LOADS ON STRUCTURE WITHIN THE LIMITS OF DESIGN LOADS AS NOTED IN THESE DOCUMENTS.
9. SUBJECT TO REVIEW AND APPROVAL BY THE ENGINEER, TYPICAL OR SIMILAR DETAILS AND SECTIONS SHALL APPLY WHERE SPECIFIC DETAILS ARE NOT SHOWN. TYPICAL OR SIMILAR DETAILS REFER TO THE CONDITION ADDRESSED AND ARE NOT NECESSARILY DETAILS LABELED "TYPICAL" OR "SIMILAR" IN THE
10. DRAWINGS AND DETAILS HAVE BEEN PREPARED WITH THE INTENT TO VISUALLY REPRESENT INFORMATION PROVIDED IN SCALED FORM; HOWEVER CONTRACTOR/SUPPLIERS SHOULD NOT SCALE PLANS OR DETAILS FOR DIMENSIONAL INFORMATION.
11. THE CONTRACTOR SHALL PROVIDE ADEQUATE TEMPORARY SHORING AND BRACING FOR ALL STRUCTURAL ELEMENTS UNTIL THE ENTIRE STRUCTURAL SYSTEM IS COMPLETED. DESIGN OF ALL SHORING AND BRACING IS BY OTHERS AT NO ADDITIONAL COST TO THE OWNER.
12. ENGINEER SHALL NOT BE RESPONSIBLE FOR ACTIVITIES UNDER CONTROL OF THE CONTRACTOR SUCH AS CONSTRUCTION SITE SAFETY, MEANS, METHODS AND SEQUENCING OF CONSTRUCTION. ENGINEER SHALL NOT BE RESPONSIBLE FOR FABRICATION, ERECTION AND CONSTRUCTION REQUIREMENTS AS PRESCRIBED BY OSHA OR OTHER REGULATORY AGENCIES REGARDLESS OF INDICATIONS IN THESE
13. NOTICE OF COPYRIGHT: THESE STRUCTURAL DRAWINGS ARE HEREBY COPYRIGHTED BY IRONSIDE ENGINEERING. ALL RIGHTS RESERVED. THESE DOCUMENTS DEFINE A STRUCTURE AND ARE INSTRUMENTS OF SERVICE, FOR ONE USE ONLY. REPRODUCTION AND DISTRIBUTION OF THESE DRAWINGS IS ONLY ALLOWED AS REQUIRED FOR REGULATORY AGENCIES AND FOR CONVEYANCE OF INFORMATION TO PARTIES INVOLVED IN THE CONSTRUCTION OF THIS PROJECT. THESE DOCUMENTS SHALL NOT BE REPRODUCED OR COPIED, IN PART OR WHOLE BY ANY PARTY FOR USE IN PREPARATION OF SHOP

STATEMENT OF SPECIAL INSPECTIONS AND SPECIAL INSPECTIONS

1. THE DESIGNATED SEISMIC/WIND SYSTEMS AND SEISMIC/WIND-FORCE-RESISTING SYSTEMS THAT ARE SUBJECT TO SPECIAL INSPECTIONS IN ACCORDANCE WITH IBC SECTION 1705.1 ARE IDENTIFIED IN THE SPECIAL INSPECTION NOTES ON SHEET S001.
2. SPECIAL INSPECTIONS AND TESTING ARE TO BE PROVIDED AS REQUIRED BY IBC SECTIONS 1704 THROUGH 1708 AND OTHER APPLICABLE SECTIONS OF THE IBC. THE TYPE AND FREQUENCY OF TESTING AND SPECIAL INSPECTIONS SHALL BE AS NOTED IN THE SPECIAL INSPECTION SCHEDULE, JOB SPECIFICATIONS, AND ACCORDANCE WITH IBC SECTION 110 AND CHAPTER 17. CONTRACTOR SHALL COORDINATE AND
3. ALL TESTING AND SPECIAL INSPECTION SHALL BE PROVIDED BY A QUALIFIED INDEPENDENT SPECIAL INSPECTION AGENCY IN ACCORDANCE WITH IBC 1704 AND AS OUTLINED IN THE JOB SPECIFICATIONS. REPORTS OF FINDINGS OR DISCREPANCIES SHALL BE NOTED AND FORWARDED TO THE CONTRACTOR, ARCHITECT, ENGINEERS, AND BUILDING OFFICIAL IN A TIMELY MANNER.

BASIS OF DESIGN

1. GOVERNING BUILDING CODE: INTERNATIONAL BUILDING CODE (IBC) 2018
RISK CATEGORY: II
2. FOOTINGS AND FOUNDATIONS HAVE BEEN DESIGNED USING INFORMATION PROVIDED BY GARDNER ENGINEERING

FOUNDATION

1. DESIGN VALUES (BASED ON ASSUMED VALUES)
A) ALLOWABLE SOIL BEARING PRESSURE - 2000PSF
B) COEFFICIENT OF FRICTION - 0.30
C) PASSIVE EARTH PRESSURE - 200 PSF/FT OF DEPTH
2. THE BUILDING PAD AREA SHALL BE STRIPPED OF ALL FROZEN SOILS, DEBRIS, VEGETATION, AND TOPSOIL. ALL FILL SOILS AND ANY REMAINING LOOSE NATURAL SOILS SHALL BE EXCAVATED TO EXPOSE SUITABLE NATURAL SOILS.
3. PROOF ROLL THE ENTIRE BUILDING PAD AREA TO LOCATE AND REMOVE ALL SOFT SPOTS. REPLACE WITH COMPACTED STRUCTURAL FILL.
4. PLACE ALL FOOTINGS AND SLABS ON UNDISTURBED NATURAL SOIL OR ON PROPERLY COMPACTED STRUCTURAL FILL. CONTRACTOR SHALL VERIFY THAT SOIL UNDER FOOTINGS IS SUITABLE TO SUPPORT FOOTINGS.
5. TOP OF FOOTING ELEVATIONS SHOWN ON THE FOOTING AND FOUNDATION PLAN ARE BASED ON PRELIMINARY GRADING INFORMATION AND MUST BE VERIFIED PRIOR TO CONSTRUCTION. STEPS WHERE SHOWN ARE AT APPROXIMATE LOCATIONS. ALL EXTERIOR FOOTINGS MUST BEAR A MINIMUM OF 30 INCHES BELOW LOWEST ADJACENT FINAL GRADE.
6. ALL WALLS (EXCEPT CANTILEVERED RETAINING WALLS) SHALL BE ADEQUATELY BRACED AGAINST LATERAL MOVEMENT PRIOR TO BACKFILLING. DESIGN AND ERECTION OF BRACING/SHORING IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. BRACING SHALL REMAIN IN PLACE UNTIL SUPPORTING STRUCTURAL ELEMENTS ARE IN PLACE AND HAVE ATTAINED FULL STRENGTH.
7. UNLESS NOTED OTHERWISE, ALL FOOTINGS AT COLUMNS TO BE CENTERED BELOW COLUMNS.
8. UNLESS NOTED OTHERWISE, ALL FOOTINGS SHALL HAVE VERTICAL FACES FORMED WITH STANDARD FORMING MATERIALS (WOOD, METAL, ETC.), WITH PRIOR APPROVAL OF ARCHITECT AND ENGINEER. CONCRETE FOR FOOTINGS CAN BE PLACED IN EXCAVATED "SOIL" FORMS PROVIDED THAT THE DIMENSIONS ARE INCREASED 3" ON EACH SIDE.

E. CONCRETE

1. ALL CONCRETE MIX DESIGNS SHALL COMPLY WITH THE PROJECT SPECIFICATIONS AND THE REQUIREMENTS LISTED BELOW:
a. FOOTINGS, GRADE BEAMS, FOUNDATION WALLS:
1) WHERE THE TOP OF THE ELEMENT IS EXPOSED OR LOCATED WITHIN 30" OF THE LOWEST ADJACENT GRADE:
a) 28 DAY COMPRESSIVE STRENGTH: 4000 PSI TYPE V CEMENT
b) MAXIMUM W/C RATIO: 0.45
c) MAXIMUM AGGREGATE SIZE: 1"
b. INTERIOR SLABS ON GRADE:
1) 28 DAY COMPRESSIVE STRENGTH: 3000 PSI TYPE V CEMENT
c. EXTERIOR SLABS (DOCKS, ETC.):
1) 28 DAY COMPRESSIVE STRENGTH: 4000 PSI TYPE V CEMENT
2) MAXIMUM W/C RATIO: 0.45
3) MAXIMUM AGGREGATE SIZE: 1"
4) MINIMUM AIR CONTENT: 6%
2. WATER USED IN MIXING CONCRETE SHALL CONFORM TO ASTM C1602.
3. NO PIPES, DUCTS, SLEEVES, ETC. SHALL BE PLACED IN STRUCTURAL CONCRETE UNLESS SPECIFICALLY DETAILED OR APPROVED BY THE STRUCTURAL ENGINEER. NO ALUMINUM PRODUCTS SHALL BE EMBEDDED IN CONCRETE. PENETRATIONS THRU STRUCTURAL CONCRETE ELEMENTS MUST BE APPROVED BY THE ENGINEER AND SHALL BE BUILT INTO THE ELEMENT PRIOR TO CONCRETE PLACEMENT.
4. REFER TO ARCHITECTURAL DRAWINGS FOR MOLDS, GROOVES, ORNAMENTS, ETC. TO BE CAST IN TO CONCRETE, AND FOR EXTENT AND LOCATION OF DEPRESSIONS, CURBS, RAMPS, ETC.
5. UNLESS NOTED OTHERWISE, FOR OPENINGS LARGER THAN 12" IN ANY DIRECTION IN CONCRETE WALLS ADD (2) #5 BARS IN ADDITION TO REGULAR WALL REINFORCING AND EXTEND 24" EACH WAY BEYOND OPENING. WHERE 24" IS NOT AVAILABLE, EXTEND BARS AS FAR AS POSSIBLE AND TERMINATE WITH A STANDARD HOOK.
6. CONSTRUCTION JOINTS NOT SHOWN ON THE PLANS SHALL BE MADE AND LOCATED SO AS TO NOT IMPAIR THE STRENGTH OF THE STRUCTURE AND AS APPROVED BY THE STRUCTURAL ENGINEER. PROVIDE 2 X 4 (SHAPED) KEYWAY IN ALL VERTICAL AND HORIZONTAL JOINTS UNLESS NOTED OR DETAILED OTHERWISE. ALL STEEL REINFORCING SHALL BE CONTINUOUS THROUGH COLD JOINTS UNLESS NOTED OTHERWISE. SEE TYPICAL DETAILS FOR COLD/CONSTRUCTION JOINTS FOR SLABS ON GRADE.

F. ANCHOR BOLTS/EMBEDDED BOLTS

1. ALL ANCHOR BOLTS SHALL HAVE ASTM A-563 HEAVY HEX NUT AND ASTM F-436 WASHERS AT STANDARD OR OVERSIZED HOLES PER AISC SPECIFICATION TABLE J3.3. WHERE HOLE SIZES DO NOT COMPLY WITH THE LIMITATIONS FOR OVERSIZED HOLES THE STRUCTURAL ENGINEER SHALL BE NOTIFIED TO DETERMINE STEEL PLATE WASHER REQUIREMENTS. ANCHOR BOLTS SHALL COMPLY WITH THE FOLLOWING:
a. AT ALL OTHER ANCHOR BOLTS (UNLESS NOTED OTHERWISE) - ASTM F1554 GRADE 36 WELDABLE ANCHOR BOLTS.
2. EMBEDDED BOLTS IN MASONRY SHALL BE (UNLESS NOTED OTHERWISE) ASTM A-307 GRADE HEADED BOLTS.
3. SEE TYPICAL ANCHOR BOLT DETAIL FOR DEFINITIONS OF EMBEDMENT LENGTH, ETC.
4. FURNISH TEMPLATES AND OTHER DEVICES AS NECESSARY FOR PRESETTING ALL BOLTS PRIOR TO PLACING CONCRETE AND/OR GROUT.
5. IF THREADED RODS ARE USED AS PERMITTED ABOVE, THEY SHALL BE CLEAR OF SOIL AND DIRT.
6. WHERE REQUIRED FOR ERECTION, HOLES LARGER THAN OVERSIZED MAY BE PERMITTED WITH THE USE OF STEEL PLATE WASHERS AT THE DISCRETION OF THE STRUCTURAL ENGINEER.

G. EPOXY ANCHORS

1. UNLESS NOTED OTHERWISE, ALL EPOXY ANCHORS INTO CONCRETE SHALL USE HILTI HIT-RE 500-SO OR SIMPSON SET XP EPOXY. INSTALL ANCHORS IN ACCORDANCE WITH A CURRENT ICC REPORT.
2. UNLESS NOTED OTHERWISE, ALL EXPANSION OR WEDGE ANCHORS INTO CONCRETE SHALL BE HILTI KWIK BOLT TIZ, POWERS WEDGE BOLT, OR SIMPSON STRONG-BOLT OR APPROVED EQUAL. INSTALL ANCHORS IN ACCORDANCE WITH A CURRENT ICC REPORT.
3. THE TESTING LABORATORY SHALL PERFORM VISUAL INSPECTION OF ANCHORS AND DOWELS AS SPECIFIED IN THE SPECIAL INSPECTION SCHEDULE. TENSION TESTING CAN BE REQUIRED AT THE DIRECTION OF THE STRUCTURAL ENGINEER OF RECORD OR THE SPECIAL INSPECTOR.
4. IF REINFORCEMENT IS ENCOUNTERED WHILE DRILLING, ABANDON THAT HOLE AND SHIFT THE ANCHOR LOCATION TO AVOID THE REINFORCEMENT. PROVIDE A MINIMUM SPACE OF (2) ANCHOR HOLE DIAMETERS OR 1 INCH WHICHEVER IS LARGER, OF SOUND CONCRETE/MASONRY BETWEEN THE ANCHOR AND THE ABANDONED HOLE. FILL THE ABANDONED HOLE WITH NON-SHRINK GROUT. AT CONTRACTORS OPTION, LOCATE EXISTING REINFORCEMENT PRIOR TO DRILLING/CORING. IF THE ANCHOR OR DOWEL CANNOT BE SHIFTED AS NOTED ABOVE, THE ENGINEER WILL DETERMINE A NEW LOCATION.
5. LOCATE REINFORCEMENT AND CONFIRM FINAL ANCHOR LOCATIONS PRIOR TO FABRICATING PLATES, MEMBERS, OT OTHER STEEL ASSEMBLIES ATTACHED WITH MECHANICAL ANCHORS.

H. REINFORCING STEEL

1. HEADED SHEAR STUD ASSEMBLIES SHALL CONFORM TO ASTM A1044.
2. STEEL DISCONTINUOUS FIBER REINFORCEMENT SHALL BE DEFORMED AND CONFORM TO ASTM A820 AND SHALL HAVE A LENGTH TO DIAMETER RATIO NOT SMALLER THAN 50 AND NOT GREATER THAN 100.
3. HEADED DEFORMED BARS SHALL CONFORM TO ASTM A670. OBSTRUCTIONS OR INTERRUPTIONS OF THE BAR DEFORMATIONS, IF ANY, SHALL NOT EXTEND MORE THAN 2 BAR DIAMETERS FROM THE BEARING FACE OF THE HEAD.
4. ALL FIELD BENT DOWELS SHALL BE GRADE 40 WITH SPACING INDICATED REDUCED BY 1/3.
5. UNLESS NOTED OTHERWISE, REINFORCEMENT SHALL HAVE THE FOLLOWING CONCRETE COVERAGE:
a. CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH 3"
b. EXPOSED TO EARTH OR WEATHER:
1) #6 & LARGER 2"
2) #5 & SMALLER 1-1/2"
c. NOT EXPOSED TO WEATHER OR EARTH:
1) SLABS, WALLS, JOISTS, #11 & SMALLER 3/4"
2) BEAMS, COLUMNS: MAIN REINFORCING OR TIES 1-1/2"
d. SLAB ON GRADE:
1) PLACE REINFORCING AT CENTER OF SLAB UNLESS INDICATED OTHERWISE.
7. EXCEPT WHERE NOTED ON PLANS OR DETAILS CONTINUOUS REINFORCEMENT SHALL BE SPLICED AT POINTS OF MINIMUM STRESS BY LAPPING PER THE REBAR LAP SCHEDULE.
8. REINFORCING STEEL MAY BE SPLICED WITH MECHANICAL COUPLERS THAT HAVE A TENSION CAPACITY OF AT LEAST 125% OF THE STRENGTH OF THE BAR. MECHANICAL COUPLERS SHALL BE A POSITIVE CONNECTING TYPE COUPLER, AND SHALL BE INSTALLED IN ACCORDANCE WITH AN APPROVED ICC RESEARCH REPORT. WHERE THESE ARE USED, SPLICES ON ADJACENT BARS SHALL BE STAGGERED AT LEAST 24 INCHES ALONG THE LENGTH OF THE BARS.
9. ALL VERTICAL REINFORCING IN STRUCTURAL ELEMENTS ABOVE SHALL BE SPLICED WITH MATCHING DOWELS EMBEDDED WITHIN THE FOOTINGS OR STRUCTURE BELOW. SPlice LENGTHS SHALL COMPLY WITH REBAR LAP SCHEDULE. DOWELS INTO FOOTINGS SHALL TERMINATE WITH A STANDARD HOOK, AND SHALL EXTEND TO WITHIN 4" OF THE BOTTOM OF THE FOOTING, BUT NEED NOT EXTEND MORE THAN 20" INTO FOOTING.
10. DO NOT WELD REINFORCING EXCEPT AS NOTED ON PLANS, WHERE REINFORCING IS WELDED, USE ASTM A-706 REINFORCING.
11. REINFORCING BARS, TIES, AND TENDONS SHALL BE SUPPORTED BY NYLON CONES, PLASTIC-COATED TIE-WIRES, OR PLASTIC-COATED CHAIRS. REINFORCING IN FOOTINGS IS PERMITTED TO BE SUPPORTED ON CONCRETE DOBIES.
12. UNLESS NOTED OTHERWISE, HOOKS, STIRRUPS, TIES, AND OTHER BENDS IN REINFORCING STEEL SHALL MEET THE STANDARDS SET FORTH IN ACI 318/318R-11, UNLESS OTHERWISE PERMITTED BY THE ENGINEER. ALL REINFORCEMENT SHALL BE BENT COLD. REINFORCEMENT PARTIALLY EMBEDDED IN CONCRETE SHALL NOT BE FIELD BENT, EXCEPT AS SHOWN ON THESE DRAWINGS OR OTHERWISE PERMITTED BY THE ENGINEER.
13. UNLESS SPECIFICALLY NOTED AND/OR DETAILED IN THE STRUCTURAL DRAWINGS CONDUIT SHALL NOT BE IN CONTACT WITH REINFORCING STEEL.

J. STRUCTURAL STEEL

1. STRUCTURAL STEEL SHALL BE FABRICATED AND ERECTED IN ACCORDANCE WITH THE LATEST EDITION OF THE FOLLOWING:
a. AISC 303-05 "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES" EXCLUDING THE FOLLOWING SECTIONS: 4.4, 4.4.1, AND 4.4.2.
b. AISI "SPECIFICATIONS FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS".
c. AISC "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS".
d. AWS D1.1 AND 1.3, "STRUCTURAL WELDING CODE" (EXCEPT SPECIFIC ITEMS DO NOT APPLY IF THEY CONFLICT WITH AISI).
e. ANSI/AISC 341-05 "SEISMIC PROVISIONS FOR STRUCTURAL STEEL BUILDINGS".

2. STRUCTURAL STEEL SHALL COMPLY WITH THE FOLLOWING:

- a. DEFORMED BAR ANCHORS (DBA) - ASTM A-496, WELDED IN ACCORDANCE WITH AWS D1.1
b. HEADED STUD ANCHORS (HSA) - ASTM A-108, GRADE 1015 STEEL AND WELDED IN ACCORDANCE WITH AWS D1.1 FOR TYPE "B". USE 3/4" DIAMETER STUDS, UNLESS NOTED OTHERWISE.
c. THREADED ROD - ASTM A-449.
3. CONNECTIONS SHALL COMPLY WITH THE STRUCTURAL DRAWINGS UNLESS WRITTEN APPROVAL TO CHANGE IS GIVEN BY THE STRUCTURAL ENGINEER.
4. ALL SHOP FABRICATIONS SHALL BE PERFORMED BY AN APPROVED FABRICATOR IN ACCORDANCE WITH SECTIONS 1702 AND 1704 OF THE IBC OR WITH SHOP INSPECTION BY AN INDEPENDENT AGENCY IN ACCORDANCE WITH SECTION 1704.2 OF THE IBC.
5. WELDING
a. ALL WELDING AND CUTTING SHALL BE PERFORMED BY AWS CERTIFIED WELDERS IN ACCORDANCE WITH ANSIAWS D1.1 (LATEST EDITION).
b. E-60XX ELECTRODES MAY BE USED FOR WELDING STEEL DECKS.
c. ALL INTERSECTING STEEL SHAPES WHICH ARE NOT CONNECTED WITH BOLTS SHALL BE WELDED TOGETHER WITH A FILLET WELD ALL AROUND UNLESS NOTED OTHERWISE, WHERE WELD SIZES ARE NOT SHOWN USE THE FOLLOWING:
1) WHERE ALL CONNECTED PARTS ARE THICKER THAN 1/4", WELD IS 1/16" LESS THAN THE THICKNESS OF THE THINNEST PART.
2) WHERE ANY OF THE CONNECTED PARTS IS LESS THAN 1/4" THICK, WELD IS SAME AS THICKNESS OF THE THINNEST PART.
d. WELDING OF HSN'S AND DBA'S SHALL CONFORM TO THE MANUFACTURER'S SPECIFICATIONS.
e. WHEREVER POSSIBLE, WELDS SHALL BE SHOP WELDS. SPECIAL CONSIDERATIONS, SUCH AS ITEMS WHICH MAY NEED ADJUSTMENT AT THE SITE, REQUIRE THAT SOME WELDS BE FIELD WELDS. WHERE QUESTIONS OR DISCREPANCIES OCCUR THE CONTRACTOR SHALL COORDINATE THE WORK BETWEEN THE SHOP FABRICATOR AND THE STEEL ERECTOR.
6. BOLTING
a. UNLESS NOTED OTHERWISE, ALL BOLTING IS CLASSIFIED AS NON-SLIP CRITICAL BEARING TYPE CONNECTIONS WHICH ARE INCLUDED IN SHEAR PLANE. TIGHTEN BOLTS TO A SNUG TIGHT CONDITION, WITH ALL PLIES OF THE JOINT IN FIRM CONTACT.
b. AT OVERSIZED AND SLOTTED HOLES, WASHERS SHALL CONFORM TO ASTM F-436 AND COMPLETELY COVER THE HOLE.
c. WHERE A STEEL BEAM TO BEAM CONNECTION IS NOT SHOWN, PROVIDE AN AISC STANDARD FRAMED CONNECTION SIZED FOR 1/2 OF THE TOTAL LOAD CAPACITY OF THE BEAM FOR THE SPAN AND STEEL SPECIFIED.
7. METAL DECKING
a. UNLESS NOTED OTHERWISE, METAL ROOF DECK SHALL BE GALVANIZED/PAINTED STEEL DECK. SEE ROOF DECK SCHEDULE FOR ATTACHMENTS.
b. ALL DECK SHALL BE CONTINUOUS OVER 3-SPANS. WHERE NOT POSSIBLE, THE DECK SUPPLIER/CONTRACTOR SHALL PROVIDE HEAVIER GAUGE DECK AS NEEDED TO PROVIDE THE EQUIVALENT PERFORMANCE OF THE SPECIFIED DECK WITH 3-SPAN CONTINUITY.
c. SEE TYPICAL DETAILS FOR SUPPORT OF DECK AT OPENINGS.
d. PROVIDE L2"x2"x1/4" FOR DECK SUPPORT AT LOCATIONS WHERE COLUMNS EXTEND THROUGH DECK.
e. PAINTED STEEL DECK SHALL CONFORM TO ASTM A1008 AND GALVANIZED STEEL DECK SHALL CONFORM TO A653 GRADE 60.
f. BUILDING ELEMENTS MAY BE SUPPORTED BY HANGING DIRECTLY FROM METAL DECKING, PROVIDED THAT THE TOTAL WEIGHT PER CONNECTION IS LESS THAN 50 LBS AND THAT THE ATTACHMENT TO THE DECKING IS DISTRIBUTED ACROSS AT LEAST TWO RIBS AND SPACED AT LEAST 6 FEET APART IN ANY DIRECTION.
8. PROVIDE FULL DEPTH WEB STIFFENER PLATES AT EACH SIDE OF STEEL BEAMS AT ALL BEARING (EXCEPT SECONDARY FRAMING) POINTS. STIFFENER PLATES SHALL BE THICKNESS SHOWN UNLESS NOTED OTHERWISE AND SHALL BE WELDED BOTH SIDES WITH FILLET WELDS ALL AROUND.
FLANGE WIDTH STIFFENER THICKNESS WELD THICKNESS
< 8 1/4" 1/4" 3/16"
8 1/4" < BF < 12 1/2" 3/8" 1/4"
12 1/2" < BF < 18" 1/2" 5/16"
9. FABRICATORS AND SUPPLIERS SHALL COORDINATE PAINT/FINISHES WITH REQUIREMENTS FOR DIRECT APPLIED INSULATION, FIREPROOFING, ETC. AS NOTED IN THE PROJECT SPECIFICATIONS.
10. WHEN DETERMINING THE FIRE RESISTANCE OF ASSEMBLIES, USE THE FOLLOWING: STEEL ROOF MEMBERS ARE CONSIDERED UN-RESTRAINED AND STEEL FLOOR FRAMING MEMBERS ARE CONSIDERED RESTRAINED.
11. UNLESS NOTED OTHERWISE, ALL HORIZONTAL FRAMING MEMBERS SHALL BE ERECTED WITH THE NATURAL CROWN UP.
K. OPEN WEB JOISTS AND GIRDERS
1. ALL OPEN WEB STEEL JOISTS AND GIRDERS SHALL BE FABRICATED AND ERECTED IN ACCORDANCE WITH THE LATEST EDITION OF "STANDARD SPECIFICATIONS AND CODE OF STANDARD PRACTICE" OF THE STEEL JOIST INSTITUTE.
2. (####/####) DENOTES APPLIED TOTAL AND LIVE UNIFORMLY DISTRIBUTED LOADS IN POUNDS PER LINEAR FOOT OF JOIST, RESPECTIVELY.
3. SEE JOIST LOAD PROFILES FOR SPECIALLY LOADED JOISTS.
4. CONCENTRATED POINT LOADS (NOT SPECIFICALLY SHOWN ON THE PLANS) OF LESS THAN 200 LBS FOR MECHANICAL UNITS, FIRE SPRINKLER MAINS, AND OTHER EQUIPMENT SUPPORTED FROM JOISTS SHALL BE SUPPORTED WITHIN 8" OF A CHORD PANEL POINT. SUPPORT BEYOND PANEL POINTS CAN BE PROVIDED BY ADDING (2) L2"x2"x1/4" DIAGONALS TO THE NEAREST OPPOSITE CHORD PANEL POINT. LOADS SHALL BE SPACED AT LEAST 6 FEET APART WITH NO MORE THAN 4 PER JOIST. SEE JOIST FABRICATOR FOR ADDITIONAL REQUIREMENTS.
5. ANY BRACING REQUIRED FOR MISCELLANEOUS UNITS (I.E. DUCTWORK, PIPING, ETC.) MUST CONNECT TO THE TOP CHORD OF THE JOIST OR GIRDER. BRACING TO THE BOTTOM CHORD IS NOT ALLOWED UNLESS SPECIFICALLY DETAILED THAT WAY ON THE PLANS.
6. PROVIDE SPECIAL BEARING ENDS AS REQUIRED AT SLOPED BEARING CONDITIONS. CONTRACTOR SHALL COORDINATE WITH OTHER STRUCTURAL ELEMENTS.
7. ALL JOISTS SHALL BE CAMBERED PER SJI SPECIFICATIONS, UNLESS NOTED OTHERWISE.
8. FIELD MODIFICATIONS (INCLUDING HOLES IN THE CHORD OR WEB MEMBERS) SHALL NOT BE MADE TO ANY JOIST OR GIRDER WITHOUT PRIOR APPROVAL BY THE MANUFACTURER.
9. FABRICATORS AND SUPPLIERS SHALL COORDINATE PAINT/FINISHES WITH REQUIREMENTS FOR DIRECT APPLIED INSULATION, FIREPROOFING, ETC. AS NOTED IN THE PROJECT SPECIFICATIONS.
10. JOIST BRIDGING SHALL BE PROVIDED AS REQUIRED BY THE JOIST MANUFACTURER AND SJI STANDARDS. BRIDGING WHERE SHOWN ON THE STRUCTURAL DRAWINGS IS A SCHEMATIC REPRESENTATION ONLY. SEE JOIST MANUFACTURER FOR BRIDGING SIZE, CONNECTIONS, TYPE AND QUANTITY.
11. WHERE ADDED LOADS ARE SHOWN ON THE JOISTS BUT NOT SPECIFICALLY DIMENSIONED, THE JOIST DESIGNER SHALL PLACE THOSE LOADS ON THE JOIST AT A LOCATION THAT RESULTS IN THE HIGHEST STRESS IN THE MEMBERS. THE DESIGNER MAY ASSUME THAT THE LOAD OCCURS WITHIN 10 FEET OF A SCALED DIMENSION.
12. FABRICATOR MUST SUBMIT A CERTIFICATE OF COMPLIANCE TO THE BUILDING OFFICIAL PER IBC 2208.5 STATING THAT WORK WAS PERFORMED IN ACCORDANCE WITH APPROVED CONSTRUCTION DOCUMENTS AND WITH SJI SPECIFICATIONS.
13. UNLESS NOTED OTHERWISE, ROOF JOISTS AND GIRDERS SHALL BE DESIGNED FOR A NET WIND UPLIFT OF 10 PSF.
14. ALL ROOF JOISTS BEARING ON EXTERIOR WALLS SHALL BE DESIGNED TO TRANSFER 3.75 KIPS (ULTIMATE) TOP CHORD AXIAL FORCE THROUGH THE BEARING SHOE.
15. ALL JOISTS AT GRID LINES SHALL BE DESIGNED TO RESIST A 10 KIP TOP CHORD AXIAL FORCE (ULTIMATE).

L. SPECIAL INSPECTIONS

A. CONCRETE

1. SPOT FOOTINGS - NOT REQUIRED (IBC 1705.3 EXCEPTION 1)
2. CONTINUOUS FOOTINGS - NOT REQUIRED (IBC 1705.3 EXCEPTION 2.3)
3. SLABS - NOT REQUIRED (IBC 1705.3 EXCEPTION 3)
4. GRADE BEAMS - NOT REQUIRED (IBC 1705.3 EXCEPTION 4)
5. WALLS - NOT REQUIRED (IBC 1705.3 EXCEPTION 4)
6. ANCHOR RODS/BOLTS - REQUIRED (IBC TABLE 1705.3) SPECIAL INSPECTION MAY BE WAIVED SUBJECT TO APPROVAL OF THE BUILDING OFFICIAL.

B. STEEL

1. A325 AND A490 HIGH STRENGTH BOLTS - PERIODIC - VERIFY THAT CONNECTED MATERIALS HAVE BEEN DRAWN TOGETHER AND PROPERLY TIGHTENED
2. FIELD WELDED FILLET WELDS < 3/8" - PERIODIC - VISUAL VERIFICATION
3. FIELD WELDED COMPLETE OR PARTIAL PENETRATION WELDS - CONTINUOUS - TEST EA. WELD PER AWS D1.1
4. STEEL DECK WELDS - PERIODIC - VISUAL VERIFICATION OF COMPLIANCE

PLANS PRINTED ON 11X17 PAPER ARE 1/2 THE SCALE NOTED



THE GENERAL CONTRACTOR IS TO ASSUME FULL RESPONSIBILITY TO VERIFY THE CONDITIONS, DIMENSIONS, AND STRUCTURAL DETAILS OF THE BUILDING.

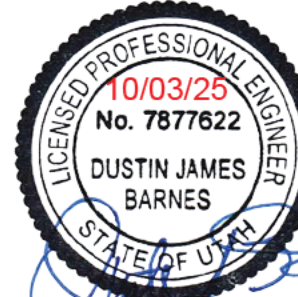
THIS PLAN IS THE PROPERTY OF IRONSIDE ENGINEERING AND SHALL NOT BE DUPLICATED IN ANY FORM OR USED AS THE BASIS FOR ANY NEW PLANS.

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OFFICE@IRONSIDE-ENGR.COM

O.C.A. WATER STORAGE

APPROX. 4000 N 2300 W

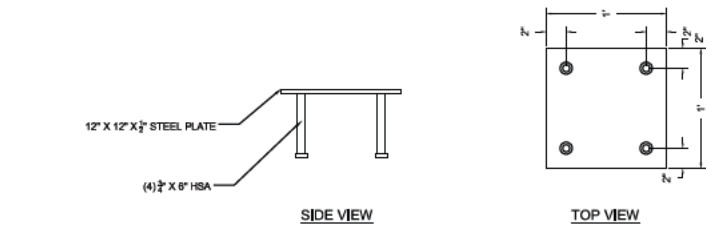
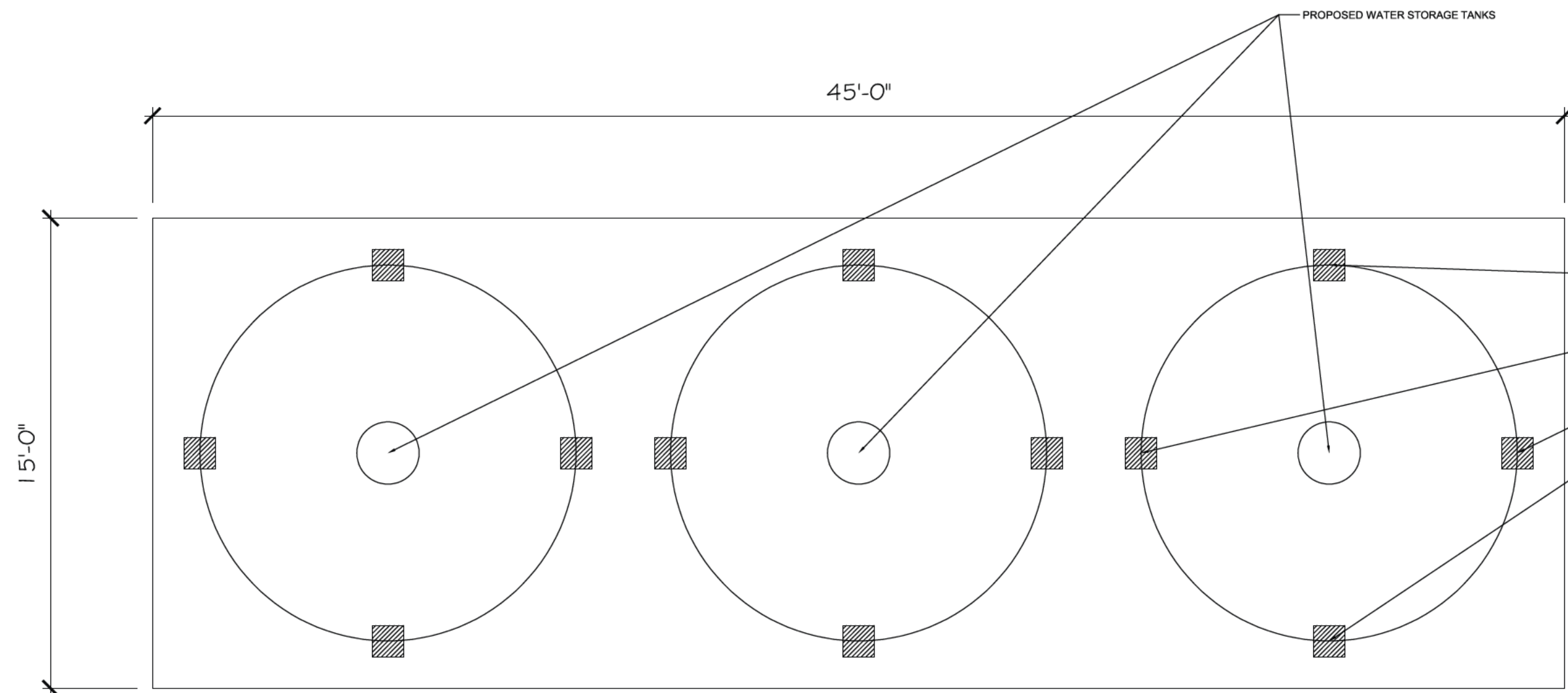
FARR WEST, WEBER, UTAH



Scale: 1/4" = 1'-0"

SHEET:

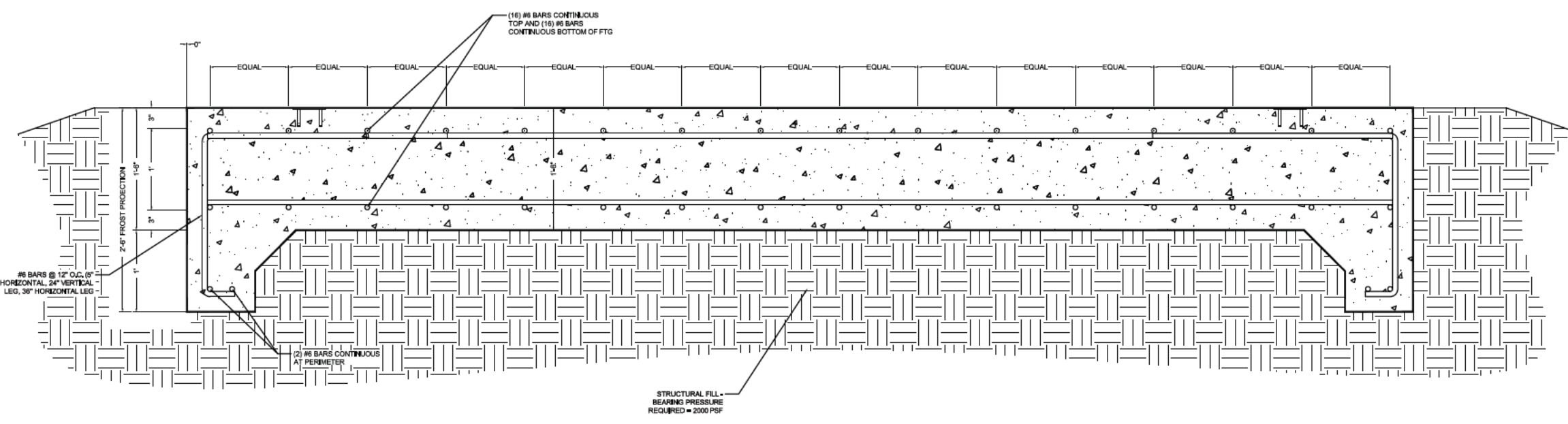
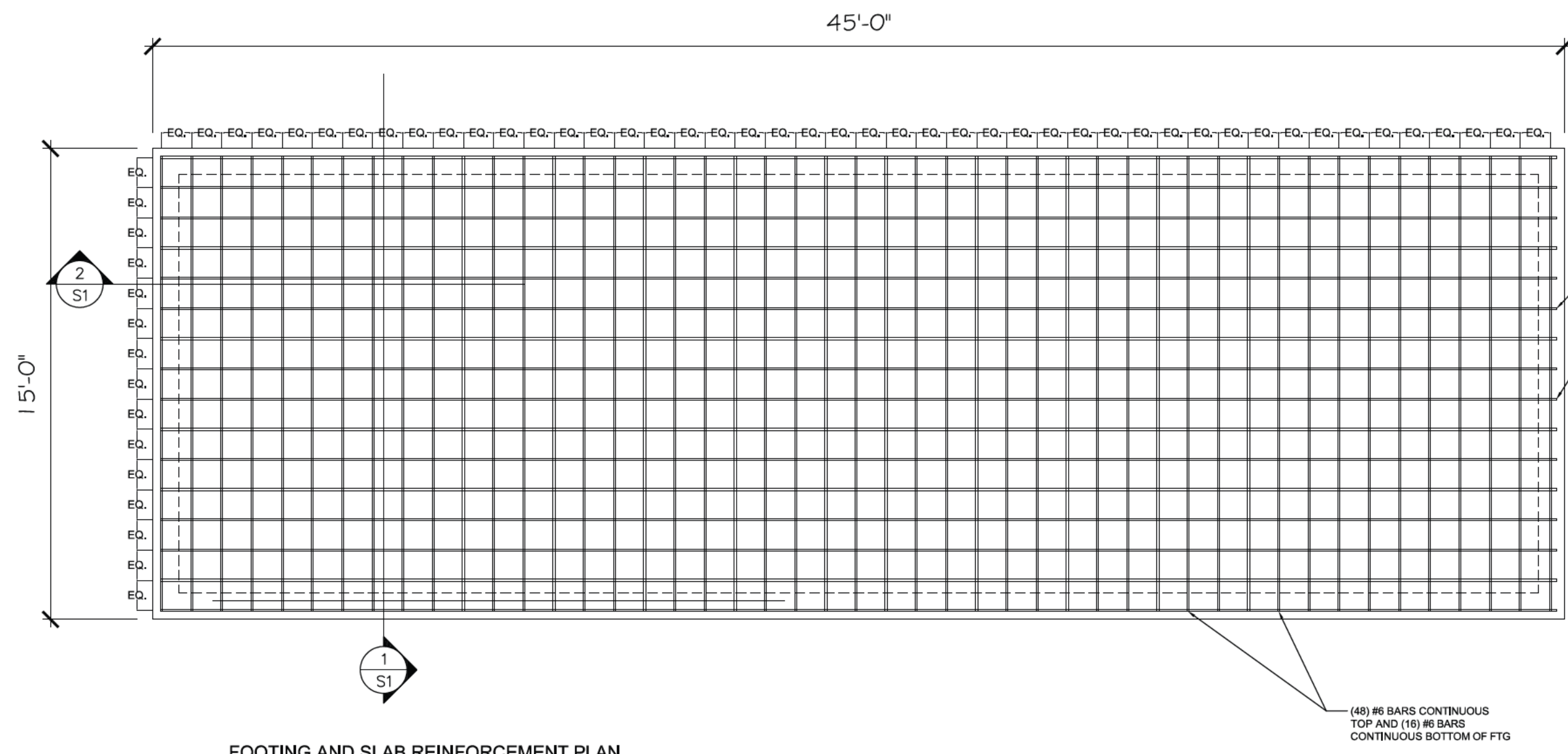
S001



3
S1
EMBED PLATE DETAIL

TANK PLACEMENT PLAN

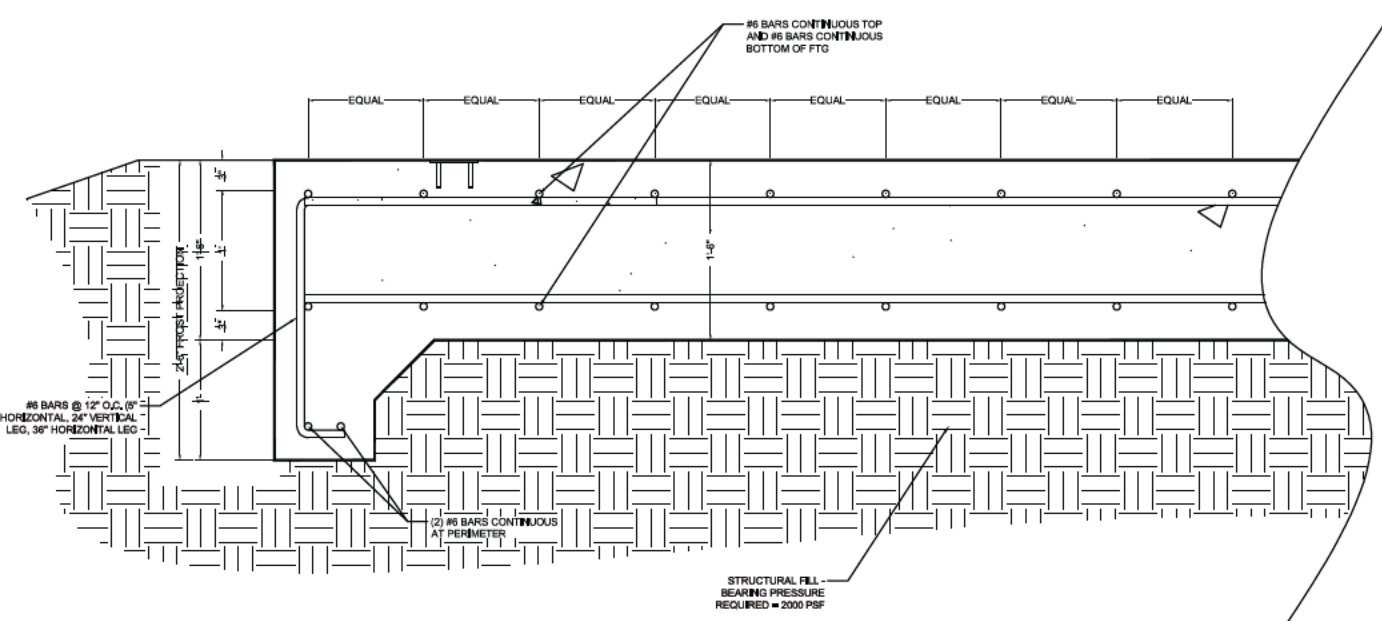
1/4" = 1'-0"



1
S1
TYPICAL X-SECTION (15FT WIDTH)

FOOTING AND SLAB REINFORCEMENT PLAN

1/4" = 1'-0"



2
S1
TYPICAL X-SECTION (45FT WIDTH)

PLANS PRINTED ON 11X17 PAPER ARE 1/2 THE SCALE NOTED

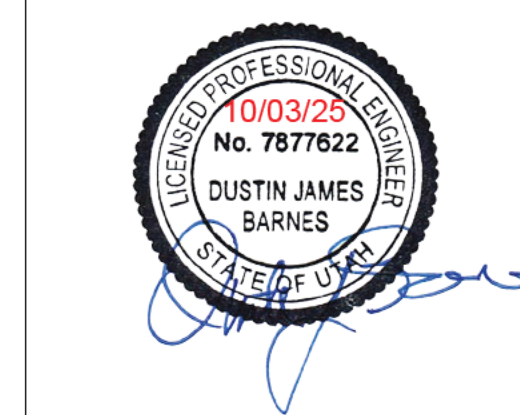


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Scale: 1/4" = 1'-0"

SHEET:
S1

Park Plaza Court Development Agreement – Summary

Parties

- • City: Farr West City
- • Developer: Westside Investments, L.C. (“Master Developer”)

Project Overview

- • Project Name: Park Plaza Court
- • Location: As described in Exhibit A (Legal Description)
- • Zone: Mixed Use (MU)
- • Total Units: 28 total (14 single-family detached, 14 single-family attached – max 4 per building)
- • Concept Plan: Included as Exhibit C

Development Standards

- • Single-Family Detached: 6,000 sq. ft. min. lot size; Setbacks – Front 20’, Rear 15’, 10’ between units; Max height 35 ft.
- • Single-Family Attached: Max 50% of total units; Setbacks – Front 10’, Rear 20’, 15’ between buildings; Max height 35 ft. / 2 stories max.

Project Phasing

- • Development may proceed in phases with approved plats and construction drawings.
- • Each phase must extend streets, utilities, and pathways logically.
- • Street rights-of-way dedicated to the City at no cost.

Agreement Term

- • Initial Term: 7 years from Effective Date.
- • Automatic Renewal: +3 years if no default or one is being cured.
- • Termination: Mutual agreement, expiration, default, or abandonment.
- • Undeveloped land reverts to prior zoning upon expiration.

Vested Rights

- • Developer vested under MU zoning and this agreement.
- • Future City Code changes not applicable except for State/Federal mandates, safety/building codes, or citywide fees/impact fees.

Developer Responsibilities

- • Construct required Project Improvements (roads, utilities, landscaping).
- • Provide financial guarantees per City Code.
- • Maintain improvements and comply with design standards.
- • Dedicate public improvements and rights-of-way.

Modifications

- • Major changes require written amendment approved by both parties.
- • Minor or routine changes (e.g., landscaping) may be approved administratively.

Assignments & Transfers

- • No partial assignment of project rights.
- • Full assignment allowed only with City approval.
- • Transfers to related entities or parcel sales within subdivisions permitted.

Default & Remedies

- • Notice and 60-day cure period before enforcement.
- • Dispute process: Conference → Mediation → Court (Weber County).
- • City remedies include withholding permits, drawing on financial guarantees, or pursuing legal/injunctive relief (no punitive damages).

General Provisions

- • Agreement runs with the land and binds successors.
- • Governed by Utah law; venue in Second Judicial District Court.
- • Includes Force Majeure protection.
- • Effective upon execution and recordation.

DEVELOPMENT AGREEMENT

for the

PARK PLAZA COURT DEVELOPMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between FARR WEST CITY, a political subdivision of the State of Utah ("City") and WESTSIDE INVESTMENTS, L.C. ("Master Developer"), known together herein as the "Parties."

RECITALS

WHEREAS, Master Developer owns and intends to develop certain property located in City boundaries; and

WHEREAS, City's objective is to only approve development that supports and advances the health, safety, and welfare of the community, as generally described in the general plan and as otherwise determined appropriate by the Farr West City Council; and

WHEREAS, Developer is willing to develop the properties in a manner that is in harmony with and intended to promote the long-range policies, goals and objectives of the City's General Plan, City's Land Use Ordinances, and other development regulations; and

WHEREAS, This Agreement is intended to set forth the agreement between the Parties regarding the development of the Property in accordance with this Agreement to be consistent with the Municipal Land Development, and Management Act, as set forth in Title 10, Chapter 9a of the Utah Code, as amended ("Act"); as well as with the City's Land Use Ordinances as set forth in the Farr West City Code; and

WHEREAS, The Parties have cooperated in the preparation of this Agreement and understand that this Agreement is a "Development Agreement" within the meaning of the Act; and

WHEREAS, Developer has indicated a desire to voluntarily enter and be bound by this Agreement; and

WHEREAS, Developer desires to develop the Property in the Mixed Use zone (Farr West City Code of Ordinances Chapter 17.34) with completion of the development occurring no later than 24 months after the Final Plat approval by the City Council; and

WHEREAS, Developer is proposing residential single-family housing units and additional density beyond what is allowed in the current Mixed Use zone, and

WHEREAS, The Parties desire to enter into this Agreement to more fully specify the rights and responsibilities of Developer to develop the Property as expressed in this Agreement, and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement, and all other applicable laws.

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

NOW, THEREFORE, in consideration of the recitals, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, the Parties agree as follows

AGREEMENT TERMS

1. Incorporation of Recitals and Exhibits.

The foregoing Recitals and **Exhibits A, B, and C** are hereby incorporated into this Agreement.

2. Effective Date, Expiration, Termination.

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

2.1.1. The last date upon which it is signed by any of the Parties hereto; or

2.1.2. The recordation of this Agreement.

2.2. Expiration and Zone Reversion.

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

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

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

2.2.1.3. After the expiration or termination of this agreement, the legislative body may make changes to the zoning provisions established in Section 2.2.1.1 and Section 2.2.1.2 pursuant to their typical legislative authority.

2.2.2. Expiration of Agreement Related to Ongoing Performance Responsibilities. Notwithstanding the expiration or termination of this Agreement, all ongoing operations, performance, and maintenance responsibilities such as, but not limited to, compliance with requirements pertaining to outdoor lighting, landscaping, noise, berming or buffering, parks, pathways, or building or architectural designs shall remain in effect as legislatively adopted land use provisions that govern any development that has occurred on the Property pursuant to this Agreement. After the expiration or termination of this Agreement, typical legislative action shall be required to make changes thereto. This provision shall not be interpreted to be a restriction on the City's legislative power to act otherwise if deemed appropriate at that time by the legislative body.

2.2.3. Term. This agreement expires **7 years** after the Effective Date.

2.2.3.1. Automatic Renewal. If prior to the expiration of this agreement Master Developer has not been notified of any Default, or if any Default has been cured or is in the process of being cured as provided herein, then this Agreement shall be automatically extended for an additional 3 years. Any extension beyond this 3 year automatic renewal shall be permitted only if an amendment of this Agreement is executed between the parties indicating such.

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

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

2.3.2. The Project is abandoned or the use is discontinued, as provided for by Code and/or state law.

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

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

3. Definitions and Interpretation.

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

3.1. Act means the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§10-9a-101, et seq.

- 3.2. **Agreement** means this Development Agreement between the City and Master Developer, approved by the City Council, and executed by the undersigned, including all of this Agreement's exhibits.
- 3.3. **Applicant** means a person or entity submitting a Development Application, a Modification Application or a request for an Administrative Decision.
- 3.4. **Assignee** means a person or entity that assumes the rights and responsibilities of Master Developer pursuant to a valid assignment, as provided in Section 11.4 of this Agreement.
- 3.5. **City Council** means the elected members of the City Council of Farr West City.
- 3.6. **Building Permit** means the City's building permit or building permit review process, as specified in the Code.
- 3.7. **Buildout** means the completion of all of the development on all of the Property for all of the Project.
- 3.8. **Code** means the City's Code containing its land use regulations adopted pursuant to the Act.
- 3.9. **Concept Plan** means **Exhibit C – Concept Plan**, a conceptual plan for the Project which is hereby approved by the City as part of this Agreement. The Concept Plan sets forth general guidelines for the proposed future development of the Property.
- 3.10. **Design Review** means the City's design review process, as specified in the Code.
- 3.11. **Default** means a material breach of this Agreement.
- 3.12. **Development Standards** means a set of standards approved by the City as a part of the approval of the Concept Plan and this Agreement controlling certain aspects of the design and construction of the development of the Property including setbacks, building sizes, height limitations, parking and signage; and, the design and construction standards for buildings, roadways, and other Project Improvements.
- 3.13. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision, a Design Review, a Building Permit, or any other permit, certificate, or other authorization from the City required for development of the Project.
- 3.14. **Effective Date.** "Effective Date" has the meaning set forth in Section 2 of this Agreement.
- 3.15. **Force Majeure Event** means any event beyond the reasonable control of the affected Party that directly prevents or delays the performance by such Party of any obligation arising under this Agreement, including an event that is within one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; pandemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to the Project caused by third parties; riot or similar civil disturbance or commotion; material or supply delay; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes;

and, actions of governmental or judicial authority.

- 3.16. **Impact Fees** means those fees, assessments, or payments of money imposed by the City as a condition on development activity as specified in Utah Code Ann., §§ 11-36a-101, et seq.
- 3.17. **Modification Application** means an application to amend this Agreement.
- 3.18. **Notice** means any notice, demand, or other communication to or from any Party to this Agreement that is either required or permitted to be given to another Party.
- 3.19. **Parcel** means any parcel of land within the Property created by any means other than a Subdivision plat, upon which development is not approved.
- 3.20. **Parties** means the Master Developer and the City, including their Successors.
- 3.21. **Phase** or **Phasing** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer but in compliance with the Code and this Agreement.
- 3.22. **Planning Commission** means the Farr West City Planning Commission.
- 3.23. **Project** means the development to be constructed on the Property pursuant to this Agreement with the associated public and private facilities if applicable and all of the other aspects approved as part of this Agreement including its exhibits.
- 3.24. **Project Improvements** means those improvements of public or private infrastructure which are specified in this Agreement, by the Code, or as a condition of the approval of a Development Application because they are necessary for development of the Property, such as local roads or utilities.
- 3.25. **Property** means the land area on which the Project will be sited, as more specifically described in **Exhibit A – Property Legal Description** and **Exhibit B – Property Graphic Depiction**.
- 3.26. **Public Landscaping** means landscaping Improvements within street rights-of-way, in required Public Park Open Space, and on other properties owned by a public entity or required to be open to the public.
- 3.27. **Routine and Uncontested** means simple and germane to the Project or Property, having very little chance of affecting the general character of the area, and not anticipated to generate meaningful concern from the public.
- 3.28. **Subdeveloper** means an entity not “related” (as determined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for Subdivision platting.
- 3.29. **Subdivision** means the division of any portion of the Project into a subdivision pursuant to the Act and/or the Code.
- 3.30. **Subdivision Application** means the application to create a Subdivision.
- 3.31. **Successor** means a person or entity that succeeds to a Party’s rights and responsibilities under this Agreement by any means, whether in whole or in part, and whether directly or indirectly. It does not include a purchaser or other transferee to

whom Master Developer or its Successor conveys a lot within an approved subdivision.

4. Conflicting Provisions

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

5. Vested Rights and Reserved Legislative Powers.

5.1. **Vested Rights.** Master Developer shall have the vested right to develop and construct the Project on the Property in accordance with the Mixed Use zone and other allowances specifically addressed in this Agreement, subject to compliance with the terms and conditions of this Agreement and other applicable Code provisions in effect as of the Effective Date. The Parties intend that the rights granted to the Master Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity.

5.2. **Existing Laws.** Except as otherwise specified in this Agreement, the Parties hereby mutually volunteer to the application of the Code in effect at the time of the Effective Date herein to the Project until this Agreement is terminated or expires. The Code is incorporated into this Agreement by reference.

5.3. **Exceptions to Vested Rights.** The Parties understand and agree that the Project may be required to comply with future changes to the Code that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the City that would be applicable to the Project:

5.3.1. **City Discretion to Apply Future Laws.** City has full discretion to either apply or not apply any future law or adopted standard provided it does not explicitly conflict with any specific provision of this Agreement.

5.3.2. **Written Agreement.** The Parties may mutually agree, in writing, to the application of future laws to the Project.

5.3.3. **Compliance with State and Federal Laws.** Future laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project.

5.3.4. **Safety Code Updates.** Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code (IBC), International Residential Code (IRC), the American Public Works Association (APWA) Specifications, American Association of State Highway

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

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

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

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

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

5.5. Reserved Legislative Powers. Master Developer acknowledges that the City is restricted in its authority to limit its police powers by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under its police powers, any such legislation shall only be applied to modify the vested rights of Master Developer as referenced herein under the terms of this Agreement based upon policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as codified in Utah Code Title 10 chapter 9a. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in similarly situated unincorporated areas of the City; and unless in good faith the City declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest

exception to the vested rights doctrine.

6. Project Description.

- 6.1. The minimum lot size for Single-Family Detached homes shall be 6,000 square feet with setbacks of:
 - 6.1.1. Front Yard Setback: Twenty feet (20').
 - 6.1.2. Side Yards: A minimum of ten feet (10') between each unit.
 - 6.1.3. Rear Yard Setback: A minimum of fifteen feet (15').
 - 6.1.4. Building Height: Generally as allowed by the current adopted building code, with a maximum height of thirty-five feet (35'), but can be modified by the development plan to assure better transitions between uses and to maintain views.
- 6.2. Single-Family Attached units shall not exceed fifty percent (50%) of the total allowable dwelling units and shall not contain more than four units per building with setbacks of:
 - 6.2.1. Front Yard Setback: Ten feet (10').
 - 6.2.2. Side Yards: Ten feet (10') with a minimum of fifteen feet (15') between each building.
 - 6.2.3. Rear Yard Setback: Twenty feet (20').
 - 6.2.4. Building Height: Generally as allowed by the current adopted building code, with a maximum height of thirty-five feet (35'), but can be modified by the development plan to assure better transitions between uses and to maintain views, not to exceed 2-story elevations.
- 6.3. Buildable Area Requirements. Each lot shall have a reasonable building area.
- 6.4. General Standards: Development standards shall conform to the underlying Mixed Use zone as prescribed in Chapter 17.34 of the Farr West City Code of Ordinances except as expressly modified by this Agreement.

7. Project Location and Illustration.

The Project is located on the Property as described in **Exhibit A – Property Legal Description**, and illustrated in **Exhibit B – Property Graphic Depiction**.

8. Development Standards.

- 8.1. **Project Density.** In exchange for the benefits offered by the Master Developer in this Agreement, City agrees to allow no more than the following amount of dwelling units.
 - 8.1.1. 14 total single-family dwelling units.
 - 8.1.2. 14 single family attached units.
- 8.2. **Phasing.** The City acknowledges that Master Developer, Assignees of Master Developer, and/or Subdevelopers who have purchased Parcels of the Property may submit multiple applications from time-to-time to develop and/or construct portions of

the Concept Plan for the Project in Phases. Allowance for Phasing is subject to the following and any other Phasing provision in this Agreement:

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

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

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

8.2.4. Public Park Open Space. Reserved.

8.3. Street Right-of-Way Dedication. Master Developer agrees to dedicate or, if allowed by the City, otherwise reserve the Project's street rights-of-way, as illustrated and labeled in **Exhibit C – Concept Plan**, as public thoroughfares at no cost to the City.

9. Amendments, Modifications, and Revisions.

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

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

9.2. Modification Application Contents and Process.

9.2.1. Contents. Modification Applications shall:

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

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

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

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

uses and density of all such properties.

- 9.2.1.5. **Fee.** Be accompanied by a fee in an amount reasonably estimated by the City to cover the costs of processing the Modification Application.

9.2.2. Planning Commission Review of Modification Applications.

- 9.2.2.1. **Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in light of the nature and/or complexity of the Modification Application.
- 9.2.2.2. **Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding effect on the consideration of the Modification Application by the City Council.

9.2.3. City Council Review of Modification Application. After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application the City Council shall consider the Modification Application.

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

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

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

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

10. Miscellaneous Provisions.

- 10.1. **Financial Guarantee Requirements.** Master Developer agrees to be governed by the financial guarantee provisions in the Code in effect at the time of the Effective Date. In addition to required Improvements listed in the Code, Master Developer further agrees that the financial guarantee shall include all required Project Improvements specified in this Agreement. Prior to the release or partial release of certain financial guarantee funds, the following are required.

- 10.2. **Building Development or Design Requirements.** Unless otherwise provided herein,

Master Developer agrees to comply with the building design standards of the Mixed Use zone in Chapter 17.34 of the Farr West City Code of Ordinances.

10.2.1. Reserved.

- 10.3. Restriction on Right to Protest Future Tax or Taxing Entity.** If the Property is ever within the boundaries of a Proposed Taxing Entity or Proposed Tax, and the process for applying the Proposed Taxing Entity or Proposed Tax to the Property includes the right for affected landowners to file a protest in a manner that could hinder the application of the Proposed Taxing Entity or Proposed Tax to the Property, Master Developer hereby waives the right to file the protest, and agrees that any protest filed is void. Master Developer does so on behalf of itself and all future owners who may obtain any interest in the Property. Future owners are hereby on notice that the right is waived. This provision applies unless the City Commission agrees, in writing, with and to the protest.
- 10.4. Parcel Sales.** Master Developer may obtain approval of a Subdivision that does not create any individually developable lots in the Parcel without being subject to any requirement in the Code to complete or provide security for the Project Improvements at the time of the Subdivision, except that the City may require as a part of the Subdivision of the Parcel the construction of perimeter Project Improvements such as curb and gutter, sidewalks and fire hydrants, if reasonably necessary given the location of the Parcel Sale in relation to other development and the respective timing of the completion of such developments. The responsibility for completing and providing security for completion of any Project Improvements in the Parcel shall be that of the Master Developer or a Subdeveloper upon a further Subdivision of the Parcel that creates individually developable lots. The provisions of the foregoing notwithstanding, no division shall be made that disproportionately splits the public spaces or public Improvements anticipated by this Agreement or the Code without first providing adequate security in a manner satisfactory to City to ensure those public Improvements or spaces are provided.

11. General Provisions.

- 11.1. Entire Agreement.** This Agreement, and all exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.
- 11.2. Headings.** The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.
- 11.3. No Third Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Master Developer. Further, the parties do not intend this Agreement to create any third-party beneficiary rights.
- 11.4. Assignability.** The rights and responsibilities of Master Developer under this Agreement may be assigned as provided below by Master Developer with the consent of the City as provided herein.

11.4.1. Partial Assignment. Assignment is only allowed if in whole. No partial assignment of the Project or Property is allowed.

11.4.2. Sales not an Assignment. Master Developer's selling or conveying a lot in any approved Subdivision, or a Parcel or any other real estate interest within the Project, to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the City. Despite the selling or conveyance, Master Developer still maintains all rights, responsibilities, and obligations of this Agreement relative to development on the sold or conveyed property.

11.4.3. Related Party Transfer. Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Project, or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the City Notice of any event specified in this subsection within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

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

11.4.4.1. All necessary contact information for the proposed Assignee.

11.4.5. Grounds for Denying Assignment. The City may only withhold its consent for the following reasons:

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

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

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

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

- 11.5. **Binding Effect.** Except as otherwise specified in this Agreement, this Agreement shall be binding upon the Parties and their respective Successors. Except as otherwise specified in this Agreement, and except where its application would clearly not be reasonable, this Agreement shall also be binding upon all other persons or entities acquiring all or any portion of the Project, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever, including any lot, parcel or any portion thereof within the Property.
- 11.6. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have unless the Party has waived the right in writing.
- 11.7. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and effect.
- 11.8. **Mutual Drafting.** Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either Party based on which Party drafted any particular portion of this Agreement.
- 11.9. **Utah Law.** This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.
- 11.10. **Authority.** Each Party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.
- 11.11. **Duty to Act Reasonably and in Good Faith.** Unless otherwise expressly provided, each Party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement, and each of them covenants that it will not at any time voluntarily and unreasonably engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement.
- 11.12. **Communication and Coordination.** The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.
- 11.13. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement that is due to a Force Majeure Event shall excuse performance of the obligation for a period equal to the duration of that prevention, delay or stoppage.

- 11.14. Incorporation of Recitals and Introductory Paragraph.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
- 11.15. Subjection and Subordination.** Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of the Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments hereof. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to, Master Developer or the City.
- 11.16. Other Necessary Acts.** Each of the Parties shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

12. Notices.

- 12.1. Written Notice.** Any Notice given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by facsimile transmission or email.
- 12.2. Addresses.** Notices shall be given to the Parties at their addresses set forth as follows in this section. Any Party may change its address for Notice under this Agreement by giving written Notice to the other Party in accordance with the provisions of this section.

If to the City:

Farr West City
1896 NORTH 1800 WEST
FARR WEST, UT 84404

If to Master Developer:

Westside Investments
4960 W. 2200 N.
Plain City, UT 84404

- 12.3. Effectiveness Of Notice.** Except as otherwise provided in this Agreement, each Notice shall be effective and shall be deemed delivered on the earliest of:
- 12.3.1. Physical Delivery.** Its actual receipt, if delivered personally or by courier service.
- 12.3.2. Electronic Delivery.** Its actual receipt, if delivered electronically by email or facsimile, provided that a paper copy of the email or facsimile is mailed or personally delivered as set forth herein on the same day and the sending Party has verifiable confirmation of the electronic delivery of the Notice.

12.3.3. Mail Delivery. The day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail.

13. Default and Remedies.

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

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

13.1.1.1. Claim of Default. Specify the claimed event of Default, including the approximate date of when the Default is determined to have begun;

13.1.1.2. Identification of Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

13.1.1.3. Specify Materiality. Identify why the Default is claimed to be material.

13.2. Dispute Resolution Process.

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

13.2.2. Mediation. If this Conference process does not resolve the dispute within the 14-day Conference period, the Parties shall in good faith submit the matter to mediation. The Parties shall send the same types of representatives to mediation as specified for the "Conference" process. Additionally, the Parties shall have representatives present at the mediation, or available by telephone, with full authority to make a settlement within the range of terms being discussed, should settlement be deemed prudent. The mediation shall take place within forty-five (45) days of the Parties submitting the dispute to mediation. If the dispute is not able to be resolved through the mediation process in the 45-day period, the Parties may pursue their legal remedies in accordance with Utah and local law.

13.3. Remedies. If the parties are not able to resolve a Default, then the parties may exercise any or all of the following remedies, as applicable:

13.3.1. Code Enforcement. The Master Developer's failure to comply with this Agreement constitutes a violation of the Code, and is subject to the enforcement

provisions and remedies available for a code violation.

13.3.2. Legal Remedies. Subject to the dispute resolution process described above, the Parties may pursue any rights and remedies available at law and in equity, including injunctive relief and specific performance, but each Party explicitly waives the right to seek special, indirect, incidental, punitive, or consequential damages arising from a Default.

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

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

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

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

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

14. Entire Agreement.

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

15. Covenants Running with the Land

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

16. Counterparts.

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

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

FARR WEST CITY

Ken Phippen, Mayor

Vote of City Council

Yes No

_____ _____ Council Member Ferrin

_____ _____ Council Member Williams

_____ _____ Council Member Shupe

_____ _____ Council Member Blind

_____ _____ Council Member Jay

APPROVED AS TO FORM:

ATTEST:

City Recorder

Farr West City Attorney

“Master Developer”

By: _____

Print Name: _____

Title: _____

DATE: _____

Master Developer Acknowledgment

State of Utah)
)ss.

County of Weber)

On the _____ day of _____, 20____, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, a limited liability company, and that the foregoing instrument was signed in behalf of said company by authority of its members or its articles of organization; and said person acknowledged to me that said limited liability company executed the same.

My Commission Expires:

Notary Public, residing in

Exhibit A – Property Legal Description

DRAFT

Exhibit B – Property Graphic Depiction

DRAFT

Exhibit C – Concept Plan

The following illustration represents the conceptual configuration of the project. The Parties understand that de minimis deviations from this configuration may be allowed to better consider actual site conditions, pursuant to **Section 9.4** of this Agreement. Any conflict contained within this agreement shall be interpreted to apply the stricter requirement. Master Developer agrees that any omission of required information shall be interpreted in a manner best suited to benefit the general public, as determined by the City, regardless of how it may affect the Project.

Requirements of a concept plan. A concept plan shall comply with the following. The final agreement should replace this text box with the concept plan.

- **Survey.** The surveyed boundary lines of the Property and, if multiple zones, the boundaries of the zones, showing measured and/or recorded bearings, distances, and other controlling data with ties to section corners. Survey boundaries shall match the legal description(s) of Exhibit A – Property Legal Description.
- **Lots.** Conceptually illustrate the general configuration of lot area. Unless otherwise required by the City, each lot or unit need not be illustrated, but rather each area that will contain lots and the configuration thereof.
- **Other.** Conceptually illustrate areas that are likely to be used for other purposes not specified above, such as area for open space, utilities, water reservoirs, lift stations, pump houses, etc.

Application for Rezoning Real Property



Date Submitted 8/29/25 Applicant's Name Westside Investments

Applicant's Address [REDACTED]

Applicant's Phone [REDACTED] E-mail (optional) [REDACTED]

Fee Schedule (check one):

Up to 5 acres..... \$150.00 ☒

More than 5 acres..... \$200.00 ☐

Commercial or Manufacturing..... \$250.00 ☐

Fee received by undersigned Date 9/3/25

I (we), the undersigned property owner (s), request that the following real property (include or attach a legal description and a scale drawing of the real property here):

190110176 - Appx. 2500 W. 4000 N. (see attached
legal desc & prelim concept plan)

Be rezoned from (present zoning) C-2

To (desired zoning) Mixed-Use

Include or attach a list of all adjacent property owners within three hundred feet (300') of the property proposed for rezone and their addresses. ☐

The Planning Commission must review the request from the standpoint that changes in property zoning cannot be made unless it is in the best interest of the citizens of Farr West City generally.

Please answer the following questions: (Attach additional sheets if necessary)

1. How is this request consistent with the policies of Farr West City's General Plan?

It follows the general plan as being commercial
a residential, which it currently allows
for either. which is why we are going for
the mixed use zone.

Application for Rezoning Real Property



2. How will this request benefit the general public and the community?

Strictly commercial here is not sustainable. This allows for the moderate income housing, still with a commercial component.

3. How will this request promote the health, safety, convenience, order or prosperity of the general public?

It provides a means for moderate income families with direct access to public park, freeway access for commuting, & a sense of a master planned community.

Signature of Petitioner(s):

Amy Roskelley

Address:

4960 W. 7200 N.
Plain City, UT 84404

✓ Checklist:

- ☒ Fees Paid
- ☒ Legal Description
- ☐ Scale Drawing
- ☒ Adjacent Property Owners List
- ☐ Public Hearing Set
- ☐ Adjacent Property Owners Notified

- ☐ Notice Advertised on: _____
- ☐ Public Hearing Held on: _____
- PC Recommendation:
- ☐ Approve ☐ Reject Date: _____
- CC Action:
- ☐ Approve ☐ Reject Date: _____

Legal Description

Parcel ID # 190110176

PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U S SURVEY: BEGINNING AT A POINT ON THE SOUTH LINE OF 4000 NORTH STREET, SOUTH 0D40' WEST 141 FEET AND NORTH 89D32' WEST 1184.29 FEET FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER SECTION AND RUNNING THENCE NORTH 89D32' WEST 1669.92 FEET TO THE WEST LINE OF SAID SECTION 23, THENCE SOUTH ALONG SAID WEST LINE 900 FEET, MORE OR LESS, TO SLOUGH, THENCE EASTERLY AND SOUTHEASTERLY ALONG CENTERLINE OF JUNCTION SLOUGH TO A HEADGATE, THENCE SOUTHEASTERLY ALONG CENTERLINE OF SLOUGH TO A POINT WHICH IS SOUTH 1029 FEET AND SOUTH 20D45' EAST 1065 FEET FROM THE PLACE OF BEGINNING, THENCE NORTH 20D45' WEST 1065 FEET, THENCE NORTH 1029 FEET TO THE PLACE OF BEGINNING. EXCEPT THAT PORTION LYING WITHIN THE PLAZA AT FARR WEST PHASE 1 19-280-0001 TO 0027. ALSO EXCEPT A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U S SURVEY, AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE WESTSIDE INVESTMENTS LC PROPERTY (ID# 19-011-0156), SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF 4000 NORTH STREET, SAID POINT FURTHER DESCRIBED AS BEING NORTH 89D15'20" WEST ALONG THE SECTION LINE 1185.99 FEET AND SOUTH 151.99 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 23 AND RUNNING THENCE SOUTH 00D16'40" WEST 1,029.00 FEET; THENCE NORTH 20D28'20" WEST 1105.86 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID 4000 NORTH STREET; THENCE SOUTH 88D58'19" EAST ALONG SAID SOUTH LINE OF 4000 NORTH STREET 391.83 FEET TO THE POINT OF BEGINNING. (E#2717643). LESS AND EXCEPTING: A PORTION OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED NORTH 89D15'20" WEST ALONG THE SECTION LINE 1235.89 FEET AND SOUTH 975.55 FEET FROM THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, THENCE SOUTH 20D28'20" EAST 161.13 FEET, THENCE SOUTH 69D31'40" WEST 26.74 FEET, THENCE SOUTH 20D28'20" EAST 897.96 FEET, THENCE SOUTH 51D35'26" WEST 182.54 FEET, THENCE NORTH 77D45'50" WEST 54.73 FEET, THENCE NORTH 74D29'41" WEST 1875.52 FEET, THENCE NORTH 17D08'02" EAST 35.55 FEET, THENCE NORTH 11D21'08" WEST 142.82 FEET, THENCE EASTERLY ALONG THE ARC OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 186.77 FEET (RADIUS BEARS NORTH 11D51'53" WEST) A DISTANCE OF 32.24 FEET THROUGH A CENTRAL ANGLE OF 09D53'24" (CHORD NORTH 73D11'25" EAST 32.20 FEET) THENCE NORTH 20D28'20" WEST 183.49 FEET, THENCE SOUTH 69D31'40" WEST 10.00 FEET, THENCE NORTH 20D28'20" WEST 529.08 FEET, THENCE NORTH 23D14'00" WEST 65.81 FEET, THENCE NORTH 01D01'41" EAST 130.00 FEET, THENCE SOUTH 88D58'19" EAST 247.76 FEET, THENCE NORTH 69D31'40" EAST 56.74 FEET TO THE POINT OF BEGINNING. ALSO LESS AND EXCEPTING: A PORTION OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY LINE OF 4000 NORTH STREET LOCATED NORTH 89D15'20" WEST ALONG THE SECTION LINE 1508.47 FEET AND SOUTH 141.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, THENCE SOUTH 01D21'05" WEST 59.22 FEET, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 220.00 FEET A DISTANCE OF 83.80 FEET

THROUGH A CENTRAL ANGLE OF 21D49'25" (CHORD: SOUTH 09D33'38" EAST 83.29 FEET)
THENCE SOUTH 20D28'20" EAST 743.72 FEET, THENCE SOUTH 69D31'40" WEST 56.74 FEET,
THENCE NORTH 88D58'19" WEST 385.24 FEET, THENCE NORTH 89D16'12" WEST 60.00 FEET,
THENCE SOUTH 83D46'59" WEST 216.73 FEET, THENCE SOUTH 01D01'41" WEST 57.55 FEET
THENCE NORTH 61D32'17" WEST 112.67 FEET, THENCE NORTH 76D08'18" WEST 112.82 FEET,
THENCE NORTH 87D11'14" WEST 130.93 FEET, THENCE NORTH 78D34'33" WEST 82.69 FEET,
THENCE NORTH 45D28'29" WEST 82.60 FEET, THENCE NORTH 04D33'12" WEST 85.64 FEET,
THENCE NORTH 01D16'33" EAST 140.14 FEET, THENCE SOUTH 88D58'19" EAST 134.03 FEET,
THENCE NORTH 01D01'41" EAST 12.00 FEET, THENCE SOUTH 88D58'19" EAST 202.00 FEET,
THENCE NORTH 01D01'41" EAST 35.00 FEET, THENCE SOUTH 88D58'19" EAST 529.64 FEET,
THENCE NORTH 20D28'20" WEST 47.82 FEET, THENCE NORTH 69D31'40" EAST 136.74 FEET,
THENCE NORTH 20D28'20" WEST 275.32 FEET, THENCE ALONG THE ARC OF A CURVE TO THE
RIGHT WITH A RADIUS OF 280.00 FEET A DISTANCE OF 106.65 FEET, THROUGH A CENTRAL
ANGLE OF 21D49'25" (CHORD: NORTH 09D33'38" WEST 106.01 FEET) THENCE NORTH 01D21'05"
EAST 58.58 FEET, THENCE SOUTH 89D15'24" EAST 60.00 FEET TO THE POINT OF BEGINNING.
LESS AND EXCEPTING ANY PORTION OF THE ABOVE DESCRIBED REAL PROPERTY WHICH IS
OWNED BY FARR WEST CITY, A MUNICIPAL CORPORATION. LESS AND EXCEPTING ANY PORTION
OF THE ABOVE DESCRIBED REAL PROPERTY WHICH IS OWNED BY FARR WEST CITY, A
MUNICIPAL CORPORATION. ALSO LESS AND EXCEPTING: A PORTION OF THE
NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE
& MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE
SOUTH LINE OF 4000 NORTH STREET LOCATED NORTH 89D15'20" WEST ALONG THE SECTION
LINE 2818.53 FEET AND SOUTH 141.01 FEET FROM THE NORTH QUARTER CORNER OF SECTION
23, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, THENCE SOUTH
44D28'29" EAST 318.71 FEET, THENCE SOUTH 53D20'45" EAST 156.21 FEET, THENCE SOUTH
29D41'05" EAST 69.13 FEET, THENCE SOUTH 00D35'35" EAST 180.64 FEET, THENCE SOUTH
01D16'33" WEST 140.14 FEET, THENCE SOUTH 04D33'12" EAST 85.64 FEET, THENCE SOUTH
45D28'29" EAST 82.60 FEET, THENCE SOUTH 78D34'33" EAST 82.69 FEET, THENCE SOUTH
87D11'14" EAST 130.92 FEET, THENCE SOUTH 76D08'18" EAST 112.82 FEET, THENCE SOUTH
61D32'17" EAST 112.67 FEET, THENCE SOUTH 54D41'33" EAST

September 2025

Park Plaza Conceptual Plan

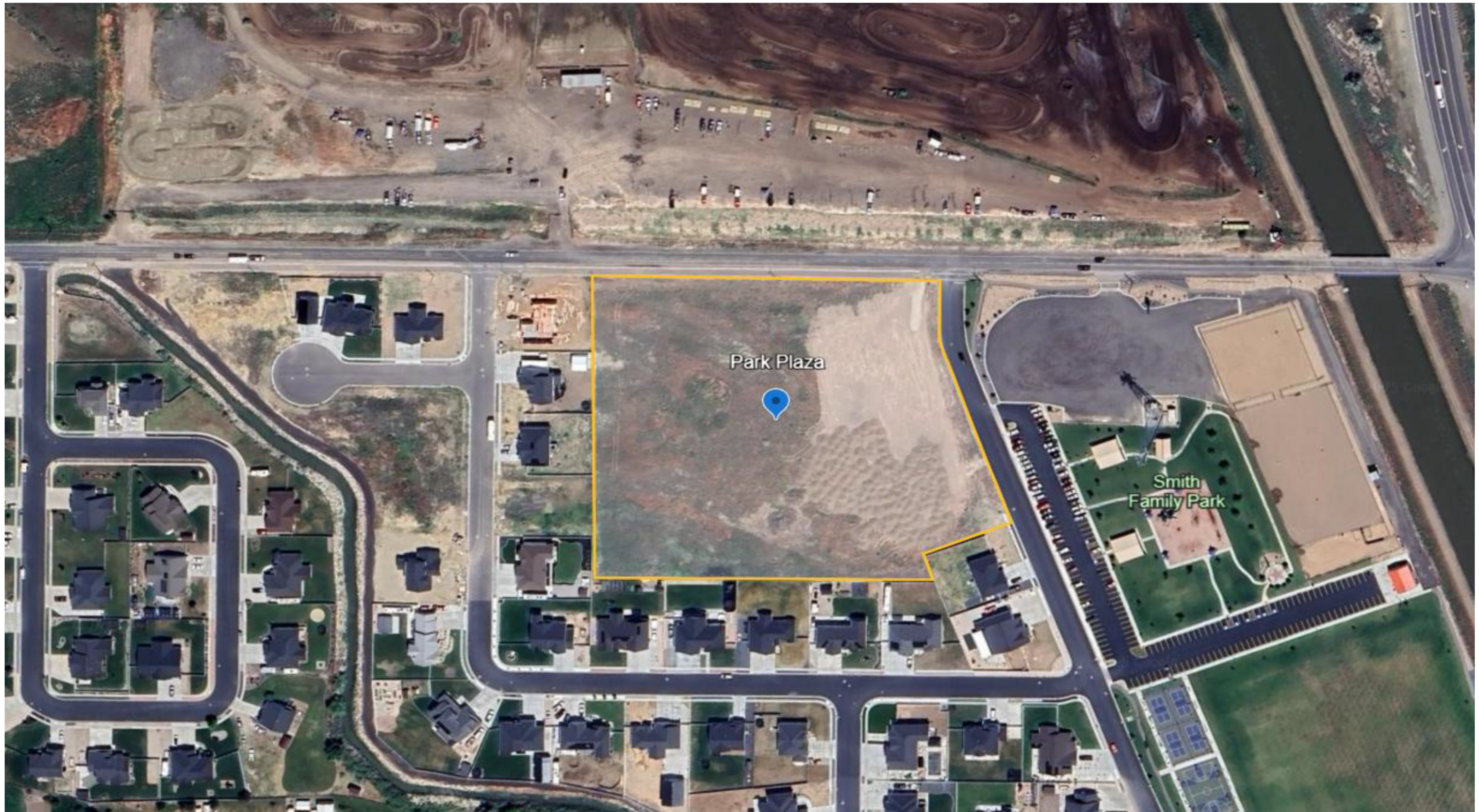
Farr West, Utah

Our team

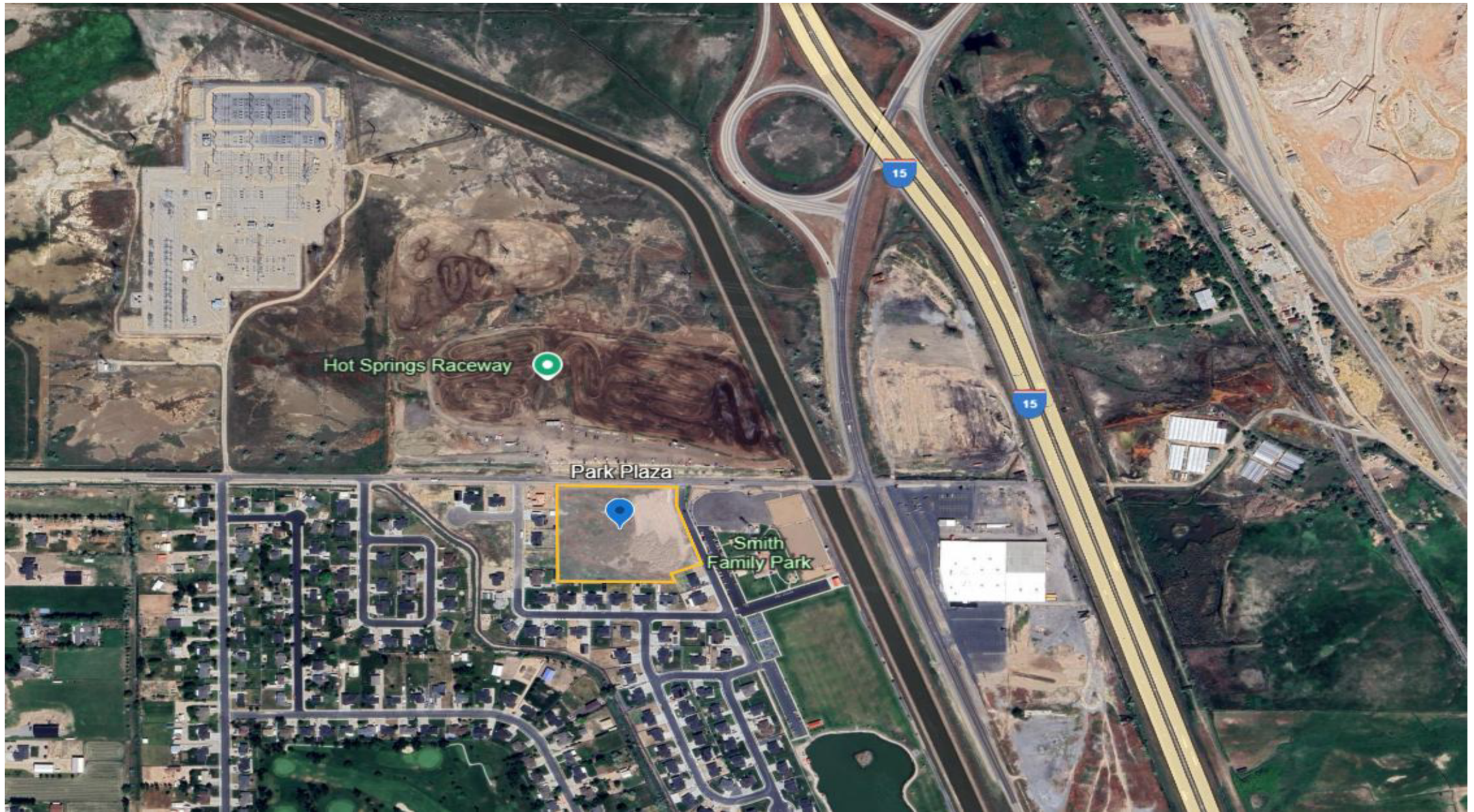
- Golden Land Management
- Marriott-Nelson Custom Homes
- Sterling Homes
- Newtown Development
- Gladwell Construction

Consulting

- Ensign Utah
- Crest Realty



ARIAL



ARIAL



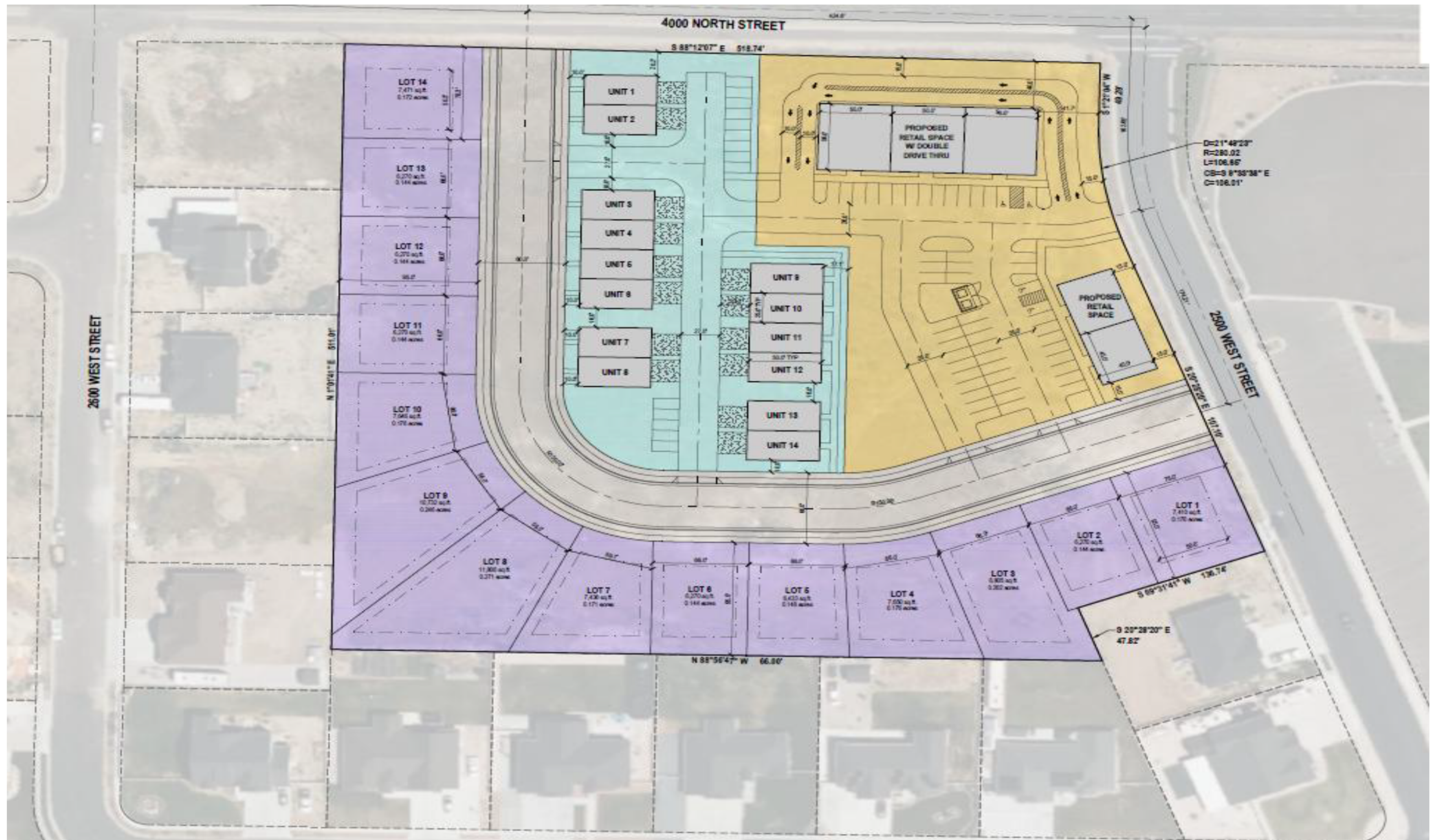
PHOTOS

Key Items of Importance

- General Plan Designation: Commercial
- Ideas presented: 55 + Community, Moderate Income Housing, Small Contractors and Light Manufacturing Units
- Concern: Sustainability, Noise, Existing Homeowners, Need for Moderate Income Housing
- Importance of aligning with the goals and vision of the General Plan
- With proximity to existing residential, it makes sense to reconsider residential uses
- Importance of moderate income housing with a commercial component to help aid in creating a more sustainable community

Discovery

- Commercial
 - Location in proximity to existing homes
 - › Problems with noise, light, safety
 - › Need a buffer from existing residential
 - Commercial sustainability without increasing traffic count
 - Need for a convenient location for motorcycle repairs for track, daycare and additional amenities to accommodate residents and patrons of nearby park, arena, pond and track
 - Market is saturated with similar spaces. We don't want vacancies, especially when there is a need for moderate income housing in Farr West.
 - Traffic count for this street is far less than 2000 W or 2700 N
- Residential
 - Need for moderate income housing component with close proximity to commuter access
 - Existing homeowners concerned about creating a single-family buffer from high-density housing and commercial businesses
 - Townhouses will be alley loaded to create a front door to front door community look
 - No 3-story townhouses. Only units 9-14 will be allowed to be for rent product, after 1 year of owner occupancy and no short-term rentals.
 - HOA will be established to maintain landscaping and exterior upkeep on the townhouses and commercial units.



CONCEPT PLAN

Our proposal

Develop the land
with a fair mix of
reasonably priced
residential options
for all phases of
life, across the
street from a
beautiful park
with a sustainable
commercial
component



COMMERCIAL COMPONENT



Design guidelines:

- Create a "front door" interaction within the community
- Introduce "moderate income housing options" value engineered and designed to offer sustainability within Farr West City
- Buffer existing homes with single family homes, giving them “peace of mind” and continued safety by having neighbors instead of employees and patrons
- Limit townhomes to 4-plex or less to keep the look and feel of living across the street from a regular single-family home
- Create homes for different stages of life
- Use energy efficient materials, fixtures and appliances
- Create a structure that lasts, with finishes and options that can be upgraded later

Characteristics of a great community



Invites community interaction



Easy to get around



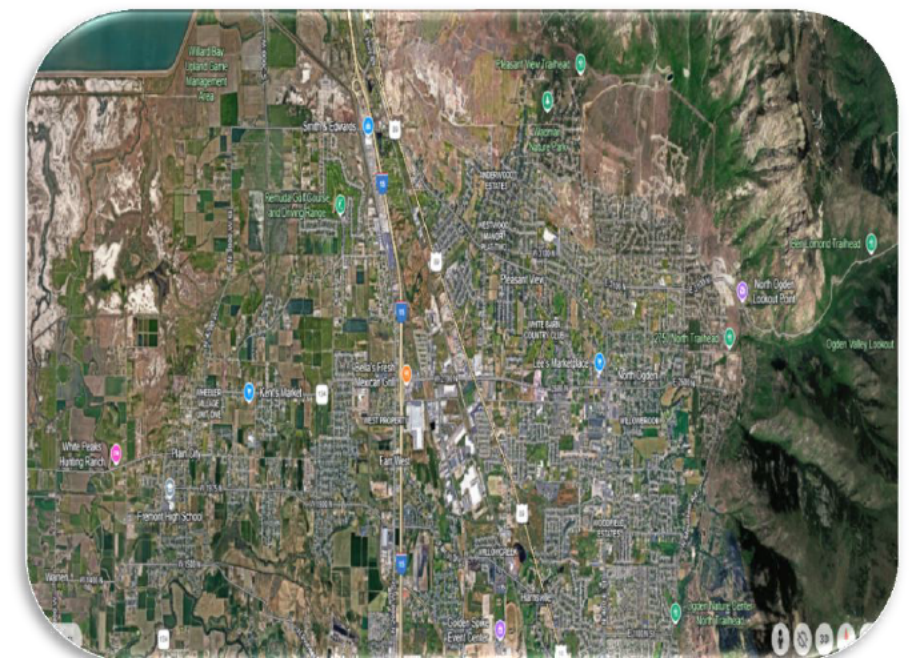
Open space & parks



Great schools



Home ownership



Proximity to amenities