

Meeting Procedures

Outline of Meeting Procedures:

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

Role of Staff:

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

Role of the Applicant:

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

Role of the Planning Commission:

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

Public Comment:

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

Planning Commission Action:

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

Commenting at Public Meetings and Public Hearings

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

Address the Decision Makers:

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

Speak to the Point:

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

Handouts:

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

Remember Your Objective:

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



WEBER COUNTY PLANNING COMMISSION MEETING

MEETING AGENDA

December 9, 2025

Pre-meeting 4:30/Regular meeting 5:00 p.m.



- Pledge of Allegiance
- Roll Call:

1. Election: Chair/Vice Chair
2. Minutes: September 23, 2025, October 14, 2025
3. Consent items:

3.1 CUP 2025-26: Request for approval of a conditional use permit for expansion and improvement of Powder Mountain's sewer lagoon site. This project is located in the Forest (F-5) Zone, at approximately 4000 E 5100 N, Eden, UT 84310
Applicant Representative: Brooke Hontz; Staff Presenter: Tammy Aydelotte

4. Legislative Items

4.1 ZDA2025-12: A request from Froerer Family Investment for a public hearing, discussion, and possible recommendation regarding a development agreement to preserve development rights, timing of project development, and overall project layout for approximately 19.32 acres, located at approximately 700 S 7900 E, Eden, UT, 84310 in the AV-3 Zone.
Applicant Representative: Ryan Froerer; Staff Presenter: Tammy Aydelotte

5. Administrative items

5.1 CUP 2025-24: A request for approval of a conditional use permit for an animal clinic located at 3709 East 3300 North, Eden.
Applicant Presenter: Beau Bradbeer; Staff Presenter: Felix Lleverino

5.2 LVTP7112825: Consideration and action on a request for preliminary approval of the Taylor Landing Subdivision Phases 7 & 8, consisting of 49 lots, public roadways, dedication of public pathways, and a detention pond. Located at approximately 1900 S 3850 W, Weber County, UT, 84401 in the R1-15 Zone.
Applicant representative: Selvoy Fillerup; Staff Presenter: Tammy Aydelotte

5.3 LVH110325: Consideration and action on a request for preliminary approval of Harper Haven Subdivision consisting of 74 lots, public roadways, and dedicated public pathways, located in the R1-15 Zone at approximately 550 South 4700 West, Taylor, UT, 84401.
Applicant Presenter: Trek Loveridge; Staff Presenter: Tammy Aydelotte

5.4 UVP111325: Consideration and action on a request for preliminary subdivision approval of the Prado at Powder Mountain Subdivision, a 38-lot subdivision located in the DRR-1 zone located at the end of Summit Pass Road in Eden.
Applicant Presenter: Erik Anderson; Staff Presenter: Felix Lleverino

5.5 DR 2025-16: Request for design review approval for a wastewater treatment facility for the Nordic Village area. Located at approximately 3651 Nordic Valley Road, Eden, UT, 84310. This is located in the Form-Based (FB) Zone in Ogden Valley.
Applicant Presenter: Nathan Schellenberg; Staff Presenter: Tammy Aydelotte

6. Approval of 2026 Calendar
7. Public Comment for Items not on the Agenda:
8. Remarks from Planning Commissioners:
9. Planning Director Report:
10. Remarks from Legal Counsel

Adjourn

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

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

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



Staff Report to the Weber County Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: Request for approval of a conditional use permit for expansion and improvement of Powder Mountain's sewer lagoon site. This project is located in the Forest (F-5) Zone, at approximately 4000 E 5100 N, Eden, UT 84310

Application Type: Administrative

File Number: CUP 2025-26

Applicant: Olga Mariasina-Authorized Representative

Agenda Date: Tuesday, December 9, 2025

Approximate Address: 4000 E 5100 N, Eden, UT 84310

Project Area: Approximately 2.00 Acres

Zoning: F-5

Existing Land Use: Vacant/Existing site of 4 sewer lagoons

Proposed Land Use: Expansion of lagoon site, with the addition of an additional sewer lagoon, improvement of access roads, installation of security fencing, addition of sewer infrastructure, removal of vegetation to allow for site improvements.

Parcel ID: 22-006-0002

Township, Range, Section: Township 7 North, Range 1 East, Section 16

Adjacent Land Use

North:	Vacant Land	South:	Sheep Creek Cluster Subdivision
East:	Vacant	West:	Vacant & Residential

Staff Information

Report Presenter: Tammy Aydelotte
taydelotte@webercountyutah.gov
801-399-8794

Report Reviewer: FL

Applicable Ordinances

- Weber County Land Use Code Title 104 Chapter 9 (Forest Zone)
- Weber County Land Use Code Title 108 Chapter 4 (Conditional Uses)
- Weber County Land Use Code Title 108 Chapter 2 (Ogden Valley Architectural, Landscape, and Screening Standards)
- Weber County Land Use Code Title 108 Chapter 1 (Design Review)

Background and Summary

The applicant is requesting approval of a conditional use permit to allow for expansion and improvements to the Powder Mountain Sewer Improvement District site containing an existing 4 sewer lagoons. The following are proposed expansions/site improvements proposed as part of this application (see applicant narrative):

Create a new treatment lagoon (site plan shows 4 proposed locations), Improve access road to site, Add piping/transfer structures to isolate cells, Site grading to minimize surface water flow into lagoons, Update/add toe drains, Increase/develop freeboard, Manage/update interior roadways to improve access, Remove trees/vegetation from dikes, Manage/install security fencing where needed, and add a metering flume with structure for ventilation/storage.

The application is being processed as an administrative review due to the approval procedures in Uniform Land Use Code of Weber County, Utah (LUC) §108-1-2 which requires the planning commission to review and approve applications for conditional use permits and design reviews.

Analysis

General Plan: As a conditional use, this operation is allowed in the F-5 Zone. With the establishment of appropriate conditions as determined by the Planning Commission, this operation will not negatively impact any of the goals and policies of the General Plan.

Zoning: The subject property is located within the Forest (F-5) Zone. A wastewater treatment facility is a conditional use, under utility uses, in this zone.

The following setbacks apply, to a wastewater treatment facility in the F-5 zone:

-Front: 20 feet

-Side: 20 feet

-Rear: 20 feet

Conditional Use Review: A review process has been outlined in LUC §108-4-3 to ensure compliance with the applicable ordinances and to mitigate anticipated detrimental effects. Thus far, the applicant has received approval from the County Engineering Division, for the proposal.

The following is an analysis of the proposal reviewed against the conditional use standards:

(1) Standards relating to safety for persons and property. The proposal is not anticipated or expected to negatively impact this property, surrounding properties, or persons. The location of this new lagoon will be adjacent to the existing lagoons. The nearest existing lagoon to the subdivision to the south is approximately 900' from the 4000 E road stub in the Sheep Creek Subdivision. Applicant is proposing a new lagoon adjacent to the furthest lagoon from the road. Applicant is also proposing security fencing.

(2) Standards relating to infrastructure, amenities, and services: The proposal is to expand existing infrastructure to allow for expansion of services in the future.

(3) Standards relating to the environment. The proposal is not anticipated or expected to negatively impact the environment. Applicant is proposing minimal disturbance with hydroseeding proposed, if needed. There are no buildings proposed and so no outdoor lighting is part of this proposal.

(4) Standards relating to the current qualities and characteristics of the surrounding area and compliance with the intent of the general plan. The property on which the conditional use permit is sought will support future residential development within the Powder Mountain Water and Sewer Improvement District. The proposal complies with and supports the intent of the general plan.

Design Review: The F-5 zone, and the proposed conditional use mandate a design review as outlined in LUC §108-1 to ensure that the general design, layout, and appearance of the building remain orderly and harmonious with the surrounding neighborhood.

As part of this review, the Planning Commission shall consider the applicable matters based on the proposed conditional use and impose conditions to mitigate deficiencies where the plan is found deficient. The matters for consideration are as follows:

Considerations relating to traffic safety and traffic congestion. The proposal includes a site plan that identifies possible locations of the new lagoon as well as an existing access road to the site. This site is currently accessed from 4000 East Street through the Sheep Creek Subdivision to the south, and then heading north towards the lagoon site. There is no parking proposed, as the need for parking is minimal with this use. Parking typically occurs adjacent to the lagoons.

Considerations relating to landscaping. Applicant is proposing minimal disturbance with hydroseeding proposed, if needed. The applicant has indicated that the landscaping of this site will remain consistent with the surroundings.

Considerations relating to buildings and site layout. Applicant is proposing no buildings. The new lagoon will be located on the north end, and immediately adjacent to, the existing lagoons.

Staff Recommendation

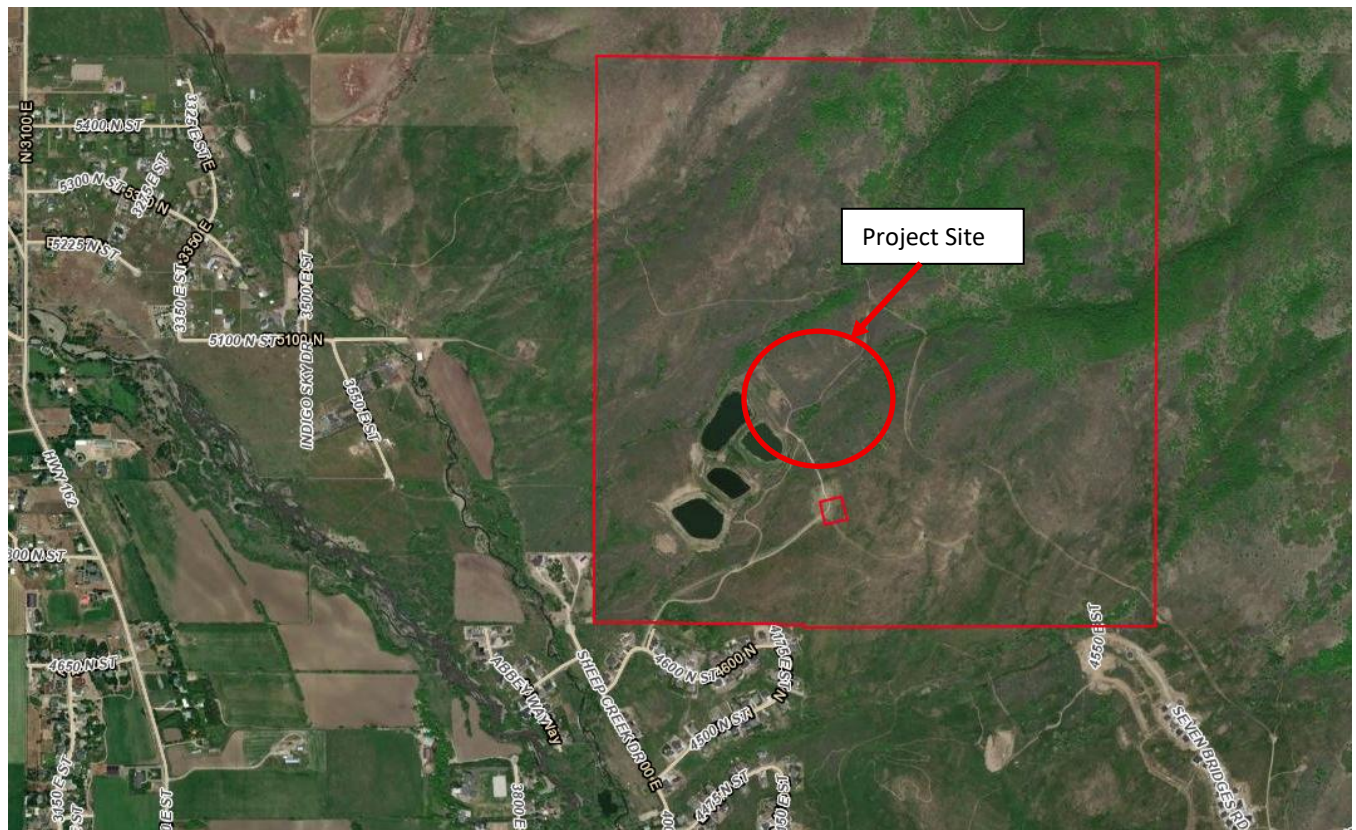
Staff recommends approval of this conditional use application subject to the applicant meeting the conditions of approval in this staff report and any other conditions required by the Planning Commission. This recommendation is subject to all review agency requirements, and is based on the following findings:

- The proposed use is allowed in the F-5 Zone and meets the appropriate site development standards.
- The criteria for issuance of a conditional use permit have been met because mitigation of potential detrimental effects can be accomplished.

Exhibits

- A. Project Narrative
- B. Site Plan with Contours – Potential Locations

Map 1



Detailed Narrative of the Request

In October 2025, an entity related to Powder Mountain Resort purchased the Eden Heights parcels in and around the existing Powder Mountain Water Improvement District (PMWSID) sewer lagoons in the Ogden Valley.

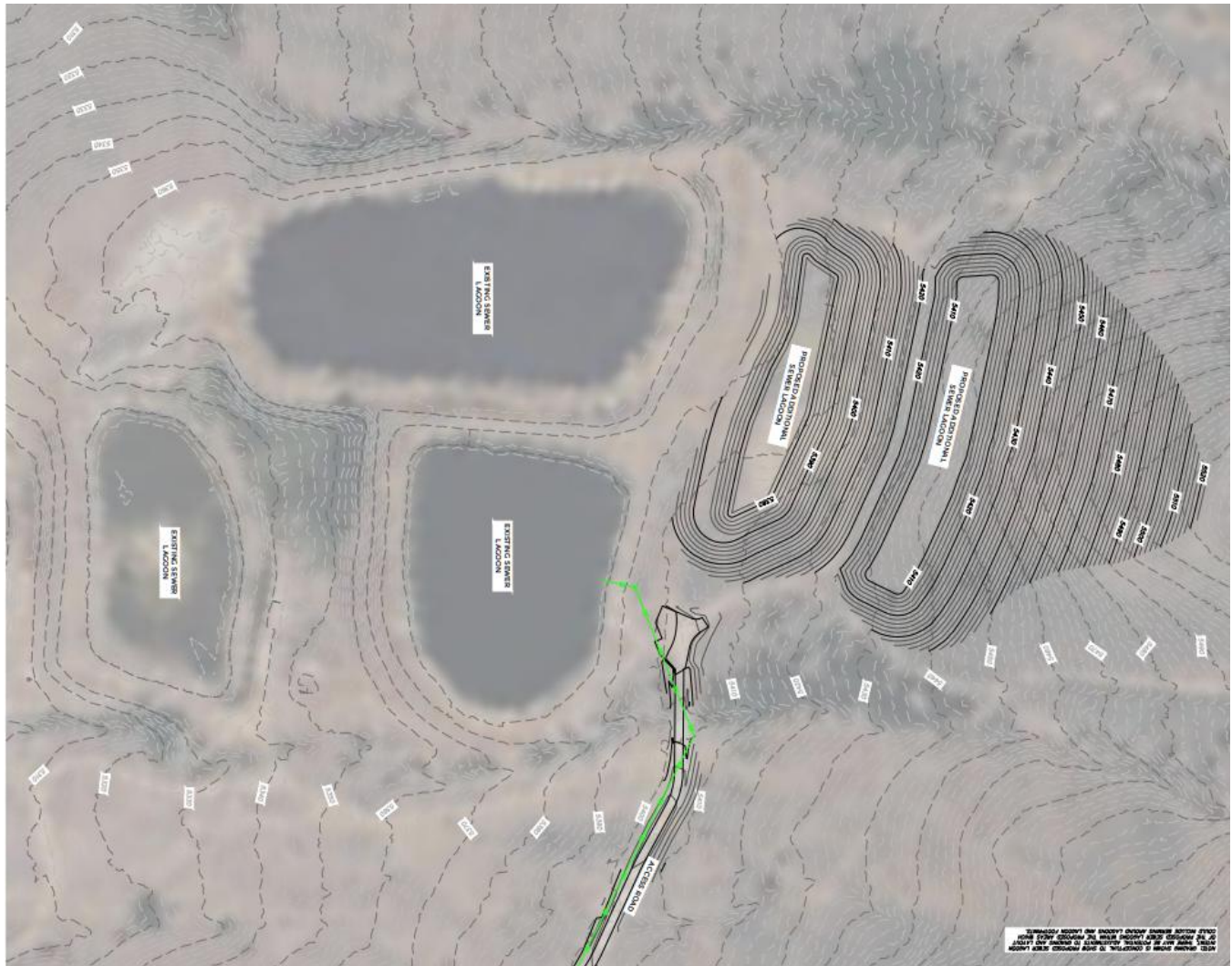
PMWSID manages sewer lines and lift stations that convey wastewater generated within the District to the total containment sewer lagoons for treatment. The lagoons are a zero-discharge system. The District's centralized wastewater treatment infrastructure is located on approximately 40 acres of land that is leased from the land owner on the Eden Rise property.

The existing wastewater treatment facility consists of four total containment lagoons at a site elevation of approximately 5,400 feet. The existing lagoons were required to be built in the current location based on an agreement Weber County had with a former developer mandating the pond's establishment prior to the completion of the Condominiums at the top of the mountain over 40 years ago. The ponds were constructed, and exist, in a location that is out of the way relative to other development and active land uses. There is a long, established history of public use for wastewater treatment at this location.

The proposed plans for the site are to make improvements including land disturbance to implement BMP's and SWPPP measures (outside of this CUP) and public utility improvements as part of this CUP to create a new sewer lagoon/treatment facility including:

- Create a new treatment lagoon
- Improve access road to site
- Add piping/transfer structures to isolate cells
- Site grading to minimize surface water flow into lagoons
- Update/add toe drains
- Increase/develop freeboard
- Manage/update interior roadways to improve access
- Remove trees/vegetation from dikes
- Manage/install security fencing where needed
- Add a metering flume with structure for ventilation/storage

Exhibit B – Site Plan with Contours – Potential Locations





Staff Report to the Weber County Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File #ZDA2025-12, A request from Froerer Family Investment for a public hearing, discussion, and possible recommendation regarding a development agreement to preserve development rights, timing of project development, and overall project layout for approximately 19.32 acres, located at approximately 700 S 7900 E, Huntsville, UT, 84317 in the AV-3 Zone.

Agenda Date: December 9, 2025

Applicant: Froerer Family Investments, Ryan Froerer Authorized Representative

File Number: ZDA2025-12

Frontier Project Link: <https://frontier.co.weber.ut.us/p/Project/Index/24633>

Property Information

Approximate Address: 700 S 7900 E Huntsville, UT 84317

Current Zone(s): Agricultural Valley (FV-3) Zone

Adjacent Land Use

North: 500 South St. **South:** Residential

East: Residential/Agricultural **West:** 7900 East St

Staff Information

Report Presenter: Tammy Aydelotte
taydelotte@webercountyutah.gov
801-399-8794

Report Reviewer: CE

Applicable Ordinances

§Title 102, Chapter 6 Development Agreement Procedures

§Title 104, Chapter 2 Agricultural (AV-3) Zone

Legislative Decisions

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

Summary

Purpose of Request:

To allow for subdivision approval and recordation without the typical required timelines for phasing, as well as to preserve current development rights (6) for future development opportunities, on approximately 19.32 acres.

Policy Analysis

Key Points:

Staff is presenting analysis of the proposal below, which acknowledges (in bolded text) the proposal's possible conflicts with existing ordinance. The proposed development agreement will rectify these conflicts.

1. Developer is seeking to preserve 1 development right for every three acres on approximately 19.32 acres in the Agricultural Valley (AV-3) Zone.
2. Developer is seeking to develop according to the submitted site plan. These standards, relative to lot development standards, are similar to those in a lot-averaged subdivision. **Lot sizes range from 2.75 acres to 3.33 acres. When averaged,**

as is done in this type of subdivision, the average lot size is approximately 3.12 acres. Proposed lot widths are a minimum of 200'.

3. Developer is seeking a 10-year timeline to develop this project. The applicant proposes the slower pace of this development will allow for family to develop as their circumstances allow. **Weber County LUC 106-1-7 requires a phased development to record each new phase within one year from the date of the previous phase being recorded.**

4. Applicant is proposing a 60' wide right-of-way through the project to allow for future connectivity to the east, as the block length requirements mandate this. An ideal location for this connection would be through lot 4. This connection would be located approximately 100' from the nearest right-of-way (500 South Street). **If left to develop under current zoning and subdivision standards, there would be one home for every three acres, and possibly no connectivity, as each lot would have their frontage along 500 South Street (lot 1) and 7900 East Street (lots 2-6). Attempts at connectivity are generally required per the Subdivision Ordinance (106-1-5.10), through submission of a connectivity plan with a subdivision application. An exhibit showing this proposed connection would be required prior to appearing before the County Commission.**

5. Zoning Implications – The property zoning is not proposed to change from Agricultural Valley (AV-3).

Planning Commission Considerations

The proposed development agreement is attached to this report as Exhibit A.

After reviewing the proposal within the constraints of existing development agreement and Weber County Ordinance, it is staff's opinion that this proposal may help maintain the vision and goals of the Ogden Valley General Plan, specifically regarding the preservation of open space and maintenance of the valley's pastoral lifestyle. Staff review is offered with the following considerations:

1. Staff's comments, suggestions, and edits regarding the DA should be more fully addressed prior to county commission approval.
2. Submission of an exhibit showing proposed connectivity to the east shall be submitted prior to the appearing before the County Commission.

Staff would recommend approval of this request with the following findings:

1. After the listed considerations are applied, the proposal helps advance the goals and objectives of the Ogden Valley General Plan.
2. The proposed changes are not detrimental to the overall health, safety, and welfare of the community and provides for better project outcomes.
3. A negotiated development agreement is the most reliable way for both the jurisdiction and the applicant to realize mutual benefit.

Model Motions

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

Motion for positive recommendation **as-is:**

I move we forward a positive recommendation to the County Commission for File #ZDA2025-12, an application for a development agreement for Froerer Family Investments, located at approximately 700 S 7900 E, Huntsville, UT, 84317.

I do so in support of including the recommended additional considerations and findings in the staff report, and (if applicable) with the following additional findings:

Example findings:

1. *After the considerations listed in this recommendation are applied through a development agreement, the proposal generally supports and is anticipated by the vision, goals, and objectives of the Ogden Valley General Plan.*
2. *The project is not detrimental to the overall health, safety, and welfare of the community and provides for better project outcomes than the alternative.*

3. *A negotiated development agreement is the most reliable way for both the county and the applicant to realize mutual benefit.*
4. *The changes are supported by the General Plan.*
5. *The proposal serves as an instrument to further implement the vision, goals, and principles of the General Plan*
6. *The changes will enhance the general health and welfare of residents.*
7. *[_____ add any other desired findings here _____].*

Motion for positive recommendation with changes:

I move we forward a positive recommendation to the County Commission for File #ZDA2025-12, an application for a development agreement for Froerer Family Investments, located at approximately 700 S 7900 E, Huntsville, UT, 84317.

I do so in support of including the recommended additional considerations and findings in the staff report, and (if applicable) with the following additional **findings, edits, and/or corrections**:

Example of ways to format a motion with changes:

1. *Example: Add a requirement for roadside beautification, water wise vegetation, and street art/décor to the development agreement for the two collector streets in the development. Include decorative night sky friendly street lighting at reasonable intervals.*
2. *Example: Amend staff's consideration item # []. It should instead read: [**desired edits here**].*
3. *Etc.*

I do so with the following findings:

Example findings:

1. *[Example: Amend staff's finding item # []. It should instead read: [**desired edits here**].]*
2. *[Example: allowing carte-blanche short-term rentals runs contrary to providing affordable long-term ownership or rental opportunities].*
3. *The proposed changes are supported by the General Plan. [Add specifics explaining how.]*
4. *The proposal serves as an instrument to further implement the vision, goals, and principles of the General Plan.*
5. *The changes will enhance the general health, safety, and welfare of residents.*
6. *Etc.*

Motion to recommend denial:

I move we forward a positive recommendation to the County Commission for File #ZDA2025-12, an application for a development agreement for Froerer Family Investments, located at approximately 700 S 7900 E, Huntsville, UT, 84317. **I do so with the following findings:**

Examples findings for denial:

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

Exhibits

Exhibit A: Proposed Development Layout

Exhibit B: Proposed Development Agreement

Area Map



Exhibit A – Proposed Development Layout



Exhibit B – Proposed Development Agreement from Applicant

See following pages.

WHEN RECORDED, RETURN TO:

Froerer Family, LLC
Ryan Froerer
2651 Washington Blvd.
Ogden UT. 84401

DEVELOPMENT AGREEMENT FOR SHREEVE ESTATES SUBDIVISION

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____, 2025 ("Effective Date") by and between WEBER COUNTY, a political subdivision of the State of Utah ("County"), and FROERER FAMILY TRUST AND FROERER FAMILY INVESTMENT and assigns, a Utah limited liability company ("Developer"), and made effective as of the Effective Date.

RECITALS

A. Developer owns approximately 19.76 acres of real property located in Weber County, Utah, as more particularly described on the attached Exhibit A ("Property"), identified by Tax Parcel ID 210260130.

B. The Property is presently zoned Agricultural Valley 3 (AV-3), and is currently vacant, undeveloped land.

C. Developer intends to develop the Property as a residential subdivision consistent with the Concept Plan as shown on the attached Exhibit B.

D. By this Agreement, the County and Developer confirm the Property's vested entitlements for the development of the Project consistent with the Concept Plan and current zoning requirements, except as otherwise agreed to in this Agreement. The County has determined that entering into this Agreement furthers the purposes of Utah's County Land Use, Development, and Management Act (CLUDMA), and the County's land use ordinances. As a result of such determination, the County has elected to move forward with the approvals necessary to approve the development of the Project in accordance with the terms and provisions of this Agreement. This Agreement is a "development agreement" within the meaning of and entered into pursuant to the terms of Utah Code Ann. §17-79-8 and which approval to enter into this Agreement constitutes a decision utilizing the County's legislative judgment and its policy making authority regarding the development of the Project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits; Definitions.

1.1 **Incorporation.** The foregoing Recitals and all Exhibits are hereby incorporated into this Agreement.

1.2 **Definitions.** As used in this Agreement, the words and phrases specified below shall have the following meanings:

1.2.1 Applicable Law means the County's Vested Laws and any of the County's Future Laws that may apply as provided in Section 2.2 below.

1.2.2 Applicant means a person or entity submitting a Development Application.

1.2.3 Concept Plan means the conceptual plan for the Project, shown in Exhibit B, which is hereby approved by the County as part of this Agreement. The Concept Plan sets forth general guidelines for the proposed future development of the Property.

1.2.4 County Commission means the elected Weber County Commission.

1.2.5 County's Future Laws means the ordinances that may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending on the provisions of this Agreement.

1.2.6 County's Vested Laws means the ordinances of the County in effect as of the Effective Date.

1.2.7 Default means a material breach of this Agreement as specified herein.

1.2.8 Development Application means an application to the County for development of all or a portion of the Project, including a Preliminary or Final Plat, or any other permit (including, but not limited to, building permits or conditional use permit), certificate or other authorization from the County required for development of the Project.

1.2.9 Final Plat means the recordable map or other graphical representation of land prepared in accordance with *Utah Code Ann.* § 17-27a-603, or any successor provision, and approved by the County, effectuating a subdivision of any portion of the Project.

1.2.10 Final Unit Count means the total number of Units within the Project. which shall not exceed six (6) unless mutually agreed by the Parties.

1.2.11 Notice means any written notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.

1.2.12 Party/Parties means, in the singular, either Developer or the County; in the plural, Developer and the County.

1.2.13 Planning Commission means Weber County's Ogden Valley Planning Commission.

1.2.14 Project means the development of the Property as a residential subdivision consistent with the Concept Plan.

1.2.15 Property means the real property owned by and to be developed by Developer more fully described in Exhibit A.

1.2.16 Public Infrastructure means those elements of infrastructure that are platted, or otherwise planned, to be dedicated to the County or other public entities as a condition of the approval of a Development Application, which may include, but shall not be limited to storm water improvements; utility infrastructure of every type including, without limitation, electric, gas, fiber, and other communications utilities; road infrastructure, including without limitation, bridges and underpasses; street lighting and landscaping; and dedications of land for excess

capacity in system improvements or excess capacity in improvements accommodating uses outside of the Project.

1.2.17 Public Roadways means the public roadways identified on the Concept Plan that will be dedicated to the County upon completion.

1.2.18 Unit means a structure, or any portion thereof designed and constructed for single family occupancy as a residence and located in one (1) or more buildings within the Project.

1.2.1 Zoning means the Agricultural AV-3 zoning of the Property as further set forth in the

County's Vested Laws.

2. Vested Rights

2.1 **Vested Rights.** To the maximum extent permissible under state and federal law, and at equity, County and Developer agree that this Agreement confirms that Developer is vested with all rights to develop the Property in accordance with County's Vested Laws, including the provisions of the Zoning, without modification or change by the County except as specifically provided herein. Specifically, Developer is vested with the right to: (i) develop and construct the Project in accordance with this Agreement and the Concept Plan and (ii) connect to existing public infrastructure, upon the payment of generally applicable and lawful fees. The Property is also vested with access to all County roads, described below, which adjoin or traverse any portion of the Property. The Parties intend that the rights granted to Developer hereunder are contractual vested rights and include the rights that exist as of the Effective Date under statute, common law and at equity. The Parties acknowledge and agree that this Agreement provides significant and valuable rights, benefits, and interests in favor of Developer and the Property, including, but not limited to, certain vested rights, development rights, permitted and conditional uses, potential rights for new improvements, facilities, and infrastructure, as well as flexible timing, sequencing, and phasing rights to facilitate the development of the Property. In the event of a conflict between this Agreement and the Weber County Code, this Agreement shall control.

2.2 **Future Laws.** The County's Future Laws with respect to the Project or the Property shall not apply except as follows:

2.2.1 County's Future Laws that Developer agrees in writing to the application thereof to the Project;

2.2.2 County's Future Laws which are generally applicable to all properties in the County, and which are required to comply with state and federal laws and regulations affecting the Project and do not effect a taking of the right to develop the uses and the densities described in this Agreement;

2.2.3 County's Future Laws that are updates or amendments to the state construction codes currently codified in Title 15A-2-102 of the Utah Code and are required to meet legitimate concerns related to public health, safety or welfare;

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

2.2.5 Changes to the amounts of fees (but not changes to the times provided in the County's Current Laws for the imposition or collection of such fees) for the processing of

Development Applications that are generally applicable to all development within the County and which are adopted pursuant to State law; and

2.2.6 Impact fees or modifications thereto which are lawfully adopted, imposed, and collected within the County.

2.3 **Conflict between Concept Plan and County's Vested Laws.** The Parties agree that the Concept Plan attached hereto is only preliminary in nature and may not contain all required information or may not have yet received all required reviews necessary to demonstrate compliance with all applicable County's Vested Laws related to a Final Plat. Developer agrees that all applicable County's Vested Laws shall apply to all Final Plats for the Property, and any representation in the Concept Plan that does not comply with County's Vested Laws or with this Agreement shall not be construed to be a waiver from County's Vested Laws.

2.4 **Early Termination Right.** If the Property or any portion of the Property is annexed into or otherwise becomes subject to the jurisdiction of a land use authority other than the County, then at any time during the Term (defined below) of this Agreement, Developer may elect to terminate this Agreement as to all or part of the Property by sending Notice to the land use authority having jurisdiction.

3. Development of the Project.

3.1 **Phasing; Configuration.** Developer shall have the right to determine the timing, sequencing, and phasing of the Project; provided, however, each phase of the Project shall be subject to and comply with applicable Zoning standards that are not in conflict with the terms and provisions contained in this Agreement. The Property may be developed for all uses approved by the County in accordance with the County's Vested Laws. Subject to the terms of this Agreement and the Zoning, County and Developer expressly agree that Developer shall have the ability to adjust the Concept Plan including variations to the exact locations and configurations of residential lots and roads and rights-of-way, but in no event shall the Final Unit Count within the Project exceed the density permitted by the Zoning, except as otherwise provided herein.

3.2 **Roadway Improvements.** Developer shall construct, or cause to be constructed or improved, Public Roadways within the Project that are necessary for the connectivity and development of the Project as generally depicted on the Concept Plan. The width of the Public Roadways are indicated on the Concept Plan, but may be adjusted by mutual agreement of the County and Developer.

3.3 **Community Benefits.** In consideration for receipt of the benefits offered by this Agreement, Developer agrees as follows:

3.3.1 **Street Connectivity.** Developer shall dedicate to Weber County a public right-of-way street connection from 500 South through the Property, The public right-of-way shall be not less than sixty (60) feet in width, unless mutually agreed by the Parties. Such dedication shall occur prior to submission of Development Applications for the final three residential lots in the Project. Until such time as dedication occurs, an easement for this future right-of-way shall be shown on any plats where this future right-of-way may be located.

3.4 The Site Development Standards for the Project shall be as shown below.

Minimum Lot Area	3 acres
Minimum Lot Width	150 feet
Minimum Yard Setbacks	
Front	30 feet
Side	10 feet with total width of 2 side yards not less than 24 feet
Rear	20 feet
Main building	20 feet
Accessory building	5 feet
Main building height	
Minimum	1 story
Maximum	35 feet
Maximum accessory building height	25 feet

3.5 **Permitted Uses.** All Permitted Uses as contained and defined in Weber County Code Section 104-2-3 (AV-3 zone), are permitted in the Project.

3.6 **Minimum Phase Size.** The minimum size for a phase in the Project shall be one (1) residential lot. There is no maximum size.

4. **Term of Agreement.** The initial term of this Agreement commences on the Effective Date and continues for a period of ten (10) years (“Term”). So long as Developer is in substantial compliance with the terms of this Agreement, the initial Term may be extended for up to three (3) additional five-year terms at the discretion of Developer.

5. **Processing of Development Applications.**

5.1 **Processing of Development Applications; County Denial of a Development Application.** County agrees to process the Development Applications needed for the Project as quickly as practicable under its existing processes and staffing levels, and on the condition that such Development Applications are submitted in complete form at the time of submittal. If the County denies a Development Application, it shall provide a written determination advising the Applicant of the reasons for denial

including specifying the reasons the County believes that the Development Application is not consistent with this Agreement and Applicable Law. County agrees to table final decision on a Development Application, rather than issuing a denial, at the request of Developer in order to address any issues in the Development Application and to allow for the “meet and confer” process outlined below. Developer may resubmit a denied Development Application after addressing the reasons for denial communicated by the County.

5.2 **Development Application Timeline.** Development applications for all of the

residential lots contained in the Project must be submitted prior to the expiration of the Term of the Agreement (including extensions), unless mutually agreed by the Parties. Nothing in this Section 6.2 prohibits Developer from submitting Development Applications for multiple phases of the Project at the same time. If Developer fails to timely submit a Development Application under this Section 6.2, then such failure shall not be deemed to be a Default under this Agreement, unless the Developer fails to submit a complete Development Application for a phase of the Project within seventy-five (75) days after such failure to timely submit a Development Application.

5.3 Meet and Confer regarding Development Application Denials. Upon written request by Developer, the County and Developer or Applicant shall meet within fifteen (15) business days of any tabling of a Development Application or denial to discuss how the Developer may resolve the issues specified in the tabling or denial of a Development Application.

5.4 County Denial of a Development Application. If the County denies a Development Application the County shall provide the Applicant with a Notice advising the Applicant of the reasons for denial, including specifying the reasons the County believes that the Development Application is not consistent with this Agreement and/or any applicable County's Vested Laws (or, if applicable, the County's Future Laws).

6. Application Under County's Future Laws. Without waiving any rights granted by this Agreement, Developer may at any time, choose to submit a Development Application for some or all of the Project under the County's Future Laws in effect at the time of the Development Application. Any Development Application filed for consideration under the County's Future Laws shall be governed by all portions of the County's Future Laws related to the Development Application. The election by Developer at any time to submit a Development Application under the County's Future Laws shall not be construed to prevent or limit Developer from submitting under and relying on County's Vested Laws for other Development Applications.

7. Public Infrastructure and Utilities.

7.1 Construction by Developer. Developer shall have the right and the obligation to construct or cause to be constructed and install or cause to be installed all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application. Subject to Section 8.2 below Developer shall be responsible for the cost of all Public Infrastructure which is roughly proportionate (as determined by law) to the impact of the Project.

7.2 Upsizing/Reimbursements to Developer. The County shall not require Developer to "upsize" any Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) or construct system improvements (as defined in Utah Code § 11-36a-102(22) (2025)) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing, and the costs of service interruption and incidental property damage directly resulting from such upsizing or system improvements. The Parties agree to comply with all applicable local, state and federal laws, rules and regulations for culinary water facilities, services, quality standards and controls.

7.3 Culinary Water and Sanitary Sewer Improvements. Private well(s) and private onsite wastewater disposal systems may be utilized within the Project, in accordance with applicable law, and the County shall not otherwise require Developer to install a culinary water system or sanitary sewer system throughout the Project. County agrees that Developer, at its discretion, may elect to utilize culinary water or sanitary sewer systems in all or part of the Project,

and will be permitted to access and connect to county services as set forth in Section 8.4.

7.4 **County Services.** County shall make available (subject to application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates) municipal services to the Property. Such services shall be provided to the Property at the same levels of services, on the same terms and at rates as approved by the County Commission, which rates may not differ materially from those charged to others in the County's unincorporated Ogden Valley area, including parcels involved in the Ogden Valley City incorporation area. County also agrees to cooperate in making available public rights of way and easements for use by utility and service providers to development within the Property.

8. Default.

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

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

8.2.1 Specific Claim. Specify the claimed event of Default;

8.2.2 Applicable Provisions. Identify with particularity the provisions of any Applicable Law, rule, regulation or provision of this Agreement that is claimed to be in Default;

8.2.3 Materiality. Identify why the Default is claimed to be material; and

8.2.4 Cure. Propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

8.3 **Remedies.** If the Parties are not able to resolve the Default within the cure period, then the Parties may have the following remedies:

8.3.1 Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, or specific performance.

8.3.2 Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits or other permits for development of the Project in the case of a Default by Developer until the Default has been cured.

8.4 **Attorney Fees.** The Party prevailing in any action brought to enforce the terms of this Agreement shall be awarded its reasonable legal expenses, including its reasonable attorney fees.

8.5 **Public Meeting.** Before any remedy in Section 9.3 may be imposed by the County, the Party allegedly in Default shall be afforded the right to attend a public meeting before the County Commission and address the County Commission regarding the claimed Default.

8.6 **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days, then such cure period shall be extended for a reasonable period or periods so long as the defaulting Party is pursuing a cure with reasonable diligence.

8.7 **Default of Assignee.** A Default of any obligations assumed by an assignee shall not be deemed a Default of Developer.

9. **Notices.** All Notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing by either by certified mail, hand delivery, overnight courier service, or email to the following addresses:

To Developer:

Froerer Family LLC.
Ryan Froerer
2641 Washington Blvd.
Ogden, UT 84401

With a Copy to:

Weber County Attorney
2380 Washington Blvd
Suite 230
Ogden, Utah 84401

To Weber County:

Weber County
2380 Washington Blvd.
Ogden, Utah 84401
Attention: County
Commissioners

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

9.1.1 Hand Delivery. Its actual receipt, if delivered personally or by courier service.

9.1.2 Electronic Delivery. Its actual receipt if delivered electronically by email and the sending Party has an electronic receipt of the delivery of the Notice.

9.1.3 Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by Certified United States Mail and actually deposited in or delivered to the United States Postal Service.

9.1.4 Change of Address. 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 10.

10. **Headings.** The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.

11. **No Third-Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the County or Developer. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights except as expressly provided herein. The Parties acknowledge that this Agreement refers to a private development and that the County has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the County has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the County's.

12. **Administrative Modifications.**

12.1 **Allowable Administrative Applications:** The following modifications to the applicability of this Agreement ("Administrative Modifications") may be considered and approved by the Weber County Planning Director or the Planning Director's designee (as applicable, the "Administrator").

12.1.1 Infrastructure. Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

12.1.2 Concept Plan. Any modifications to the Concept Plan that do not increase the number of Units or omit the street connectivity to the Watson property.

12.1.3 Minor Amendment. Any other modification deemed to be a minor routine and uncontested modification by the Administrator.

12.2 **Application to Administrator.** Applications for Administrative Modifications shall be filed with the Administrator.

12.3 **Administrator's Review of Administrative Modification.** The Administrator shall consider and decide upon the Administrative Modification within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Modification. If the Administrator approves the Administrative Modification, the Administrator

shall record notice of such approval against the applicable portion of the Property in the official County records. The Administrator may determine that any proposed Administrative Modification should be processed as an Amendment pursuant to Section 14 of this Agreement.

12.4 Appeal of Administrator's Finding that Proposal Does Not Qualify as Administrative Modification. If the Administrator determines a proposal does not qualify as an Administrative Modification pursuant to Sections 13.1.1, 13.1.2, or 13.1.3 above, the Applicant may appeal to the Weber County Board of Adjustment for review of such determination.

12.5 Appeal of Administrator's Denial of Administrative Modification. If the Administrator denies any proposed Administrative Modification, the Applicant may process the proposed Administrative Modification as a Modification Application (defined below).

13. Amendment. Except for Administrative Modifications, any future amendments to this Agreement shall be considered as a Modification Application subject to the processes set forth in this Section 14. As used in this Agreement, the term "Modification Application" shall mean an application to amend this Agreement for any purpose other than for an Administrative Modification.

13.1 Who May Submit Modification Applications. Only the County and Developer or an assignee that succeeds to all of the rights and obligations of the Developer under this Agreement may submit a Modification Application.

13.2 Modification Application Contents. Modification Applications shall:

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

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

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

13.2.4 Map. Provide a map of any affected property and all property within three hundred feet (300').

13.3 Fee. Modification Applications shall be accompanied by a fee as adopted by the County and as amended from time to time.

13.4 County Cooperation in Processing Modification Applications. The County shall cooperate reasonably in fairly processing Modification Applications within the typical timeliness of such applications.

13.5 Planning Commission Review of Modification Applications.

13.5.1 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 accordance with the County's Vested Laws in light of the nature and/or complexity of the Modification Application and based on the ongoing workload of the applicable reviewers.

13.5.2 Recommendation. The Planning Commission's vote on the

Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by the County Commission.

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

13.7 **County Commission's Objections to Modification Applications.** If the County Commission objects to the Modification Application, the County Commission shall provide a written determination advising the Applicant of the reasons for denial, including specifying the reasons the County Commission believes that the Modification Application is not consistent with the intent of this Agreement and/or the County's Vested Laws (or, only to the extent permissible under this Agreement, the County's Future Laws).

14. **Estoppel Certificate.** If Developer is not in default, then upon twenty (20) days prior written request by Developer, the County will execute an estoppel certificate to any third party certifying that the Developer is not in default of the terms of this Agreement at that time.

15. **Assignability.** The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part, respectively, by Developer as provided herein.

16. **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.

17. **Severability.** If any immaterial 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.

18. **Force Majeure.** Any prevention, delay, or stoppage of the performance of any obligation under this Agreement that is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties, pandemic, quarantine, or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay, or stoppage.

19. **Time is of the Essence.** Subject to the contrary provisions of this Agreement, time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

20. **Applicable Law.** This Agreement is entered into in Weber County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

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

22. **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.

23. **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 any Party based on which Party drafted any particular portion of this Agreement.

24. **Recordation and Running with the Land.** This Agreement shall be recorded in the chain of title for the Property. This Agreement shall be deemed to run with the land. This Agreement does not apply to an end user of the lots within the Project, as this Agreement is intended to govern the development of the Project, not the use by subsequent owners, occupants, or residents.

25. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. County is entering into this Agreement after taking all necessary actions to enter into the agreements and understandings set forth herein.

26. **Referendum or Challenge.** Both Parties understand that a legislative action by the Weber County Commission may be subject to referral or challenge by individuals or groups of citizens. If a referendum or challenge relates to the Weber County Commission's approval of this Agreement, and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code Ann. § 20A-7-601, then Developer may deliver a Notice of rescission to the County to terminate this Agreement. Upon Developer's delivery of a Notice of rescission pursuant to this Section 28, this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

DEVELOPER:

Froerer Family, LLC
a Utah limited liability company

By: _____

Name: Ryan Froerer

Its: Partner

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
)
) ss.
COUNTY OF _____)

On the ____ day of _____, 2025, personally appeared before me Ryan Froerer, who being by me duly sworn, did say that he is a partner in the Froerer Family LLC , Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

COUNTY:

WEBER COUNTY,
a Utah political subdivision

By:_____

Name:

Its: County Commission Chair

Attest:

Ricky Hatch, Weber
County Clerk/Auditor

COUNTY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the____day of_____, 2025 personally appeared before me _____who being by me duly sworn, did say that she is the Chair of the Weber County Commission, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the County by authority of the Weber County Commission and said Sharon Bolos acknowledged to me that the County executed the same.

NOTARY PUBLIC

EXHIBIT A

[Legal Description of the Property]

EXHIBIT B
[Concept Plan]



Staff Report to the Ogden Valley Planning Commission
Weber County Planning Division

Synopsis

Application Information

Application Request: File Number CUP 2025-24 - A request for approval of a conditional use permit for an animal clinic located at 3709 East 3300 North, Eden.

Agenda Date: Tuesday, December 09, 2025

Applicant: Beau Bradbeer, Owner

Property Information

Approximate Address: 3709 East 3300 North, Eden, UT

Project Area: 3.7 acres

Zoning: Agricultural AV-3

Existing Land Use: Residential, Agricultural

Proposed Land Use: Vet Clinic

Parcel ID: 22-023-0120

Township, Range, Section: T7N, R1E, Section 29

Adjacent Land Use

North:	Agricultural	South:	Residential
East:	Residential	West:	Residential

Staff Information

Report Presenter: Felix Lleverino
flleverino@co.weber.ut.us
801-399-8767

Report Reviewer: TA

Applicable Ordinances

- Weber County Land Use Code Title 101 Chapter 1 General Provisions, Section 7 Definitions
- Title 104 Chapter 2 (AV-3 Zone)
- Title 104 Chapter 28 Section 2 (Stream Corridors, Wetlands, and Shorelines)
- Title 108 Chapter 1 (Design Review)
- Title 108 Chapter 2 (Architectural, Landscape, and Screening Design Standards)
- Title 108 Chapter 4 (Conditional Uses)
- Title 108 Chapter 8 (Parking and Loading Space, Vehicle Traffic and Access Regulation)
- Title 110 Chapter 2 (Ogden Valley Signs)

Development History

This proposal is within lot one of the Linda Stevens Subdivision, recorded on January 6, 1995.

Summary and Background

The applicant is requesting approval of a conditional use permit for an animal clinic located in the agricultural (AV-3) zone. See Exhibit A for the site plan. The lot has a perfected well and a permitted septic system. The applicant intends to provide veterinary services to large animals and small animals. Services would be open to the public, where the patrons will be able to bring animals to the property by vehicle or horse trailer to be held in a pen for large and small animals. The clinic will be within an existing shed intended for a waiting area and office. The shed will contain a single enclosed consultation room, treatment area, lab, laundry, and storage area. The applicant has provided a detailed narrative that further describes the intended uses and the site conditions. The county staff has performed a written analysis of the proposal to ensure compliance with applicable land use codes.

Analysis

General Plan: As a conditional use, this operation is allowed in the Agricultural AV-3 Zone. With the establishment of appropriate conditions as determined by the Planning Commission, this operation will not negatively impact any of the goals and policies of the General Plan.

Zoning: The subject property is located within the Agricultural AV-3 Zone . The purpose of the AV-3 Zone can be further described in LUC §104-2-1 as follows:

- a) *The AV-3 Zone and A-1 Zone are both an agricultural zone and a low-density rural residential zone. The purpose of the AV-3 Zone and A-1 Zone is to:*
- 1. Designate low-intensity farm areas, which are anticipated to develop in a rural residential development pattern;*
 - 2. Set up guidelines to continue agricultural pursuits, including the keeping of farm animals; and*
 - 3. Direct orderly low-density residential development in a continuing rural environment.*

An Animal Clinic is defined by LUC §101-2-2-An as follows:

Animal/veterinary hospital. *The term "animal/veterinary hospital" means any building or structure used for medical and/or surgical care, treatment of animals, including boarding of domesticated animals. The term "animal/veterinary hospital" does not include an animal rescue facility, nor an animal sanctuary.*

Conditional Use Review: A review process has been outlined in LUC §108-4-3 to ensure compliance with the applicable ordinances and to mitigate anticipated detrimental effects. Thus far, the applicant has received approval from:

- Engineering Department

The following is an analysis of the proposal reviewed against the conditional use standards:

- 1) Standards relating to safety for persons and property.

The proposal is not anticipated or expected to negatively impact this property, surrounding properties, or persons. The Weber Fire District requests that the owner provide architectural drawings for review. Fire will require fire access and fire hydrant details for review.

The minimum setbacks for animals and fowl are:

- *40' from the home*
- *75' from neighboring home*
- *100' from street*
- *25' from property line*

This proposal complies with the minimum setbacks.

1. Standards relating to infrastructure, amenities, and services.
 - a. *The proposal is not anticipated to harm any existing infrastructure, amenities, or services in the area. Existing water and wastewater systems are in place.*
2. Standards relating to the environment.
 - a. *The proposal is not anticipated or expected to negatively impact the environment.*
 - b. *The existing structure intended for the clinic does not encroach into the minimum 50' setback from a drainage ditch on the south side of the property. The planned parking area is well outside of the minimum front yard setback area as well.*
 - c. *This proposal has not been reviewed by the Weber-Morgan Health Department. The Planning Commission may condition approval on requirements of the Health Department, and the planning division will not issue a land use permit until all of the Health Department requirements are satisfied.*
3. Standards relating to the current qualities and characteristics of the surrounding area and compliance with the intent of the general plan.

- a. *With the establishment of appropriate conditions as determined by the Planning Commission, this operation is not anticipated to negatively impact the surrounding areas or be at odds with any of the goals and policies of the General Plan.*
- 4. Standards relating to performance
 - a. *The Planning Division's condition of approval requires that the owner obtain a business license for each year of operation and that the operation remains lawful.*
 - b. *Requirements from the Fire District and the Weber-Morgan Health Department will ensure that the site remains safe.*
- 5. Standards generally
 - a. *The owner is responsible for keeping the operation free of nuisances such as noise, light, waste, and traffic issues. The planning staff's conditions of approval will serve to mitigate potential issues.*
- 6. Voluntary contributions providing satisfactory compliance with applicable standards
 - a. *If the planning commission identifies issues not covered in this report, the applicant has the opportunity to volunteer solutions.*

Parking and Loading Space, Vehicle Traffic and Access Regulations: The parking section names the specific minimum parking requirements for a clinic. Which are four spaces per professional staff and one space per subordinate staff. It is the planning commission's discretion to require bumper guards or curbs where needed to protect property or pedestrians. The applicant's narrative states that they anticipate a maximum of eight spaces needed for the operation. The minimum parking lot size for ten vehicles would be 1,440 SF. Or a space dimensioned at roughly 72' X 18'.

The county parking code, Section 108-8-7 (d) (6) requires that all private parking facilities be hard surfaced with material like concrete or asphalt.

Design Review: In addition to the conditional use review, a design review is required for an Animal Clinic. The following design review standards were considered, and an analysis of the project against the design review standards is in the italicized text below each standard.

Sec 108-1-4 Considerations in the review of applications

- (a) Considerations relating to traffic safety and traffic congestion.

Traffic safety concerns are not anticipated with this proposal. Visitors will park in a designated area shown on the site plan. Access to the property from 3300 North is from a 12' wide compacted road base driveway. Once they have entered the property they will continue down a 310' driveway to the outbuilding intended for the clinic.

The County Engineering Department has approved this requirement with no additional requirements. The County Building Official shall provide input on further building requirements to verify that the structure is to code for the proposed use.
- (b) Considerations relating to outdoor advertising.

The application has not proposed any outdoor advertising. If the owner decides to add insite business signage. A monument sign not exceeding eight feet in height and not exceeding 12 feet in width. A wall sign may be used that does not exceed 5 percent of the square footage of the front of the building. If the signs are illuminated the lighting shall be fully shielded downward-directed and may not exceed 3,000 kelvin.
- (c) Considerations relating to landscaping.

The existing vegetation covering this property is largely natural, with a mix of wild grasses and wild shrubs, and trees. No further landscaping is required to meet the minimum 20 percent site landscaping.
- (d) Considerations relating to buildings and site layout.

*The site is secluded by a line of trees on the west side of the property. The planning division recommends that trees are planted in a location that would provide a screen from the neighboring home on the east side, particularly the animal pens and the parking area, in conformity with section 108-2-7 **Screening and Buffering**.*

- (e) Considerations relating to utility easements, drainage, and other engineering questions.

The Engineering Department has no concerns with the proposal.

- (f) Considerations relating to prior development concept plan approval associated with any rezoning agreement, planned commercial or manufacturing rezoning, or planned residential unit development approval.

There are no prior development approvals or rezoning development agreements that apply to the property.

Staff Recommendation

Staff recommends approval of a conditional use permit for the Bradbeer Animal Clinic, subject to the applicant meeting the following conditions of approval in addition to any conditions of the various reviewing agencies or the Ogden Valley Planning Commission.

Planning conditions of approval:

1. The owner shall obtain and maintain a Weber County Business License.
2. The site and all structures shall be kept and maintained for order, safety, and good visual appearance.
3. Parking on the 3300 North Street shoulder is prohibited.
4. The owner shall obtain approval from the Weber Morgan Health Department before a conditional use permit is issued.
5. The Weber Fire District shall approve this proposal before a conditional use permit is issued.
6. If applicable, the Weber County Building Official shall on further building requirements to verify that the structure is to code for the proposed use.
7. The hard surface parking lot is complete or escrowed before a conditional use permit is issued.

This recommendation is based on the following findings:

1. The proposed use is allowed in the Agricultural AV-3 Zone and meets the appropriate site development standards.
2. The criteria for issuance of a conditional use permit have been met because mitigation of potential detrimental effects can be accomplished.

Exhibits

- A. Site plan
- B. Street View
- C. Narrative

Area Image



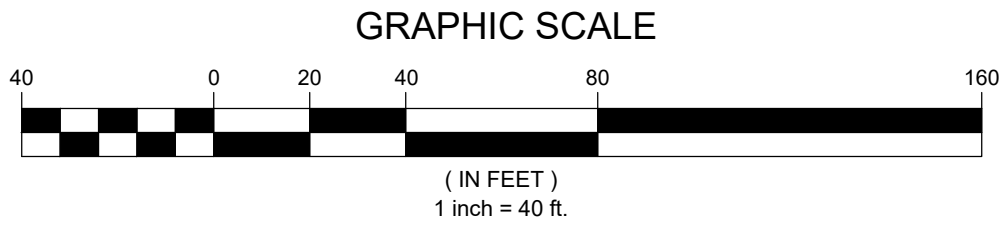


NORTHEAST CORNER, SECTION
29, TOWNSHIP 7 NORTH, RANGE
1 EAST, S.L.B.&M.

SOUTHEAST CORNER, SECTION
29, TOWNSHIP 7 NORTH, RANGE
1 EAST, S.L.B.&M.



NORTH



LEGEND

- COUNTY MONUMENT
- PROPERTY CORNER AS DESCRIBED
- SUBDIVISION BOUNDARY
- LOT LINE
- ADJACENT PARCEL
- SECTION LINE
- EASEMENT
- EXISTING FENCE LINE

DEED DESCRIPTION

ALL OF LOT 1 OF THE LINDA STEVENS SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER, SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH.

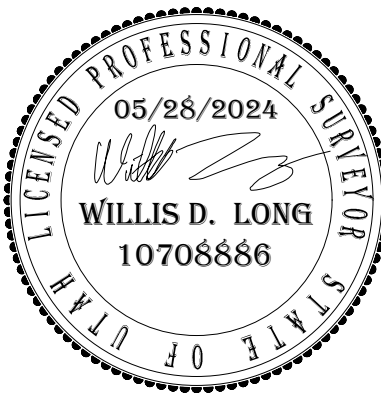
NARRATIVE

THE PURPOSE OF THE SURVEY WAS TO DETERMINE THE BOUNDARY AND SHOW THE TOPOGRAPHY OF THE LAND SHOWN HEREON. THE SURVEY WAS ORDERED BY BEAU BRADBEER. THE BASIS OF BEARING IS THE MONUMENTED CENTERLINE BETWEEN THE NORTHEAST CORNER AND THE SOUTHEAST CORNER, SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, S.L.B.&M., WHICH BEARS SOUTH 00°08'58" WEST, WEBER COUNTY, UTAH, NAD 83 STATE PLANE GRID BEARING.

SURVEYOR'S CERTIFICATE

I, WILLIS D. LONG, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 10708886 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS RECORD OF SURVEY PLAT IN ACCORDANCE WITH SECTION 17-23-20 AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN ON THIS RECORD OF SURVEY PLAT ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS SURVEY; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

SIGNED THIS 28TH DAY OF MAY 2024.



REVISIONS	
DATE	DESCRIPTION

PROPERTY SURVEY FOR BEAU BRADBEER	
LOCATED IN THE NORTHEAST QUARTER, SECTION 29,	
TOWNSHIP 7 NORTH, RANGE 1 EAST, S.L.B.&M.	
EDEN CITY, WEBER COUNTY, UTAH	



LAYTON SURVEYS LLC

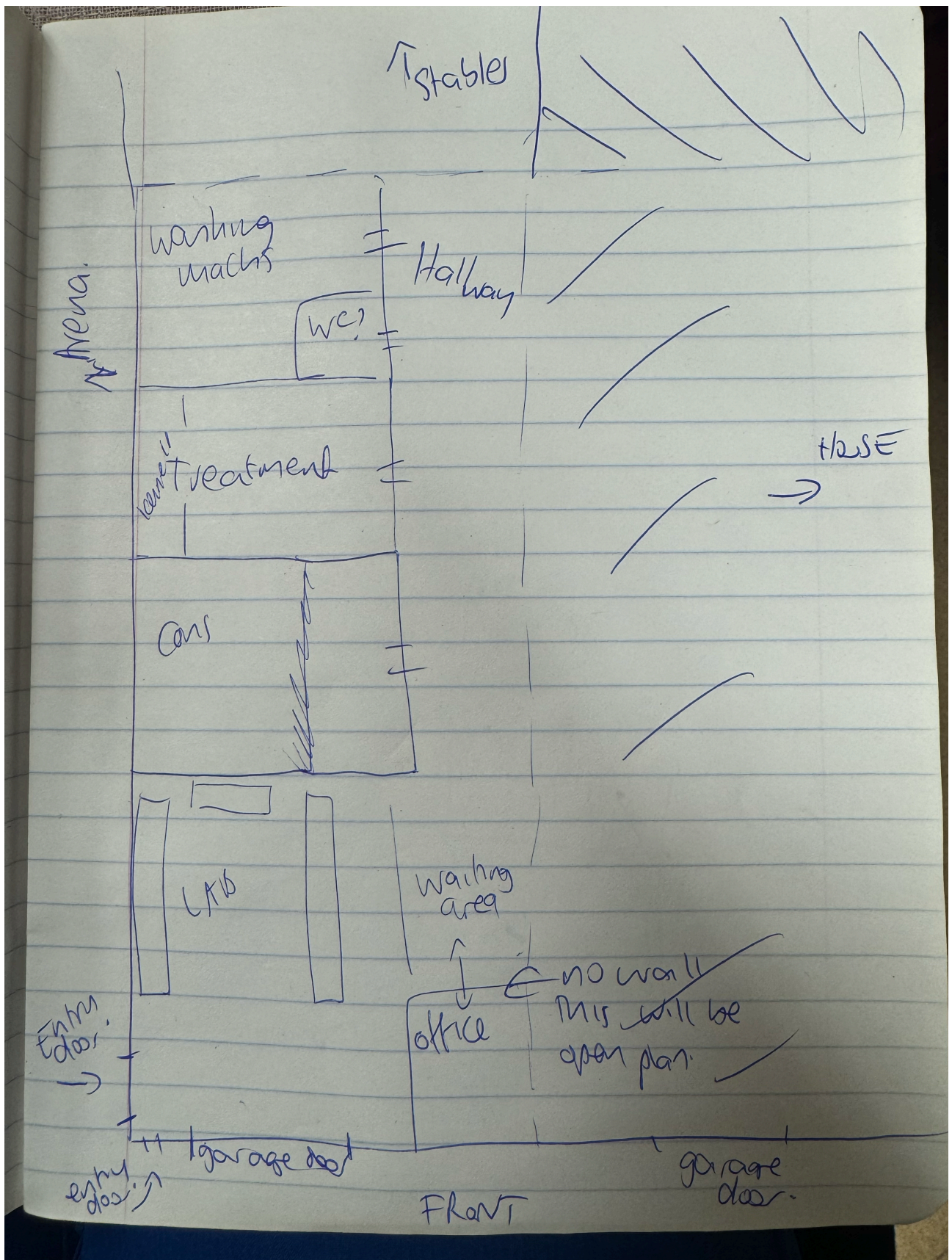
Professional Land Surveying
801.483.1644 | willis.long@laytonsurveys.com | WOODS CROSS, UT 84010

Exhibit B



Plans





This image is drawn looking down on the shed. The front is the section with the dirt at the front, not the grey metal roof (that is the stables).

9/19/25

Narrative Vet Clinic Construction 3709 E 3300 N, Eden UT 84310.

I am an Emergency and Critical Care Veterinarian. I recently opened a small clinic in Eden, but I would like to open the clinic on my property, as I have an arena and pens, which allows me to be able to have ambulatory large animal services as well as small animals. I can not see large animals at the current clinic and so am restricted to farm calls only.

The clinic itself would only be small and take up half of the existing shed that I have, with a waiting area/office (open plan), a single enclosed consult room (2 if I can make a second fit, but I don't think there will be room), a treatment area and lab and laundry/storage area.

There are two existing pens on the property and an arena that is currently unfinished/does not have topsoil on it, but is a large open space for parking and turning around trailers as needed. There is also room for parking at the front of the shed for at least 3 vehicles without trailers, and on the side for another 4-5 if angle parked, without interfering with normal driveway space for my house which is up behind the shed.

Beau Bradbeer

9/19/25 Water Plan

The property is on a well. The stable next to the shed is plumbed and there is a spigot just next to the shed on the house side. The plan for the clinic will be one sink, and outlets for a washing machine +/- a rest room if there is room for one.



Staff Report to the Weber County Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: Consideration and action on a request for preliminary approval of the Taylor Landing Subdivision Phases 7 & 8, consisting of 49 lots, public roadways, dedication of public pathways, and a detention pond. Located at approximately 1900 S 3850 W, Weber County, UT, 84401 in the R1-15 Zone.

Agenda Date: Tuesday, December 9, 2025

Applicant: Heritage Land Development, LLC.
Selvoy Fillerup (Representative)

File Number: LVTP7112825

Property Information

Approximate Address: 1900 S 3850 W, Weber County, UT, 84401

Project Area: 4.227 Acres

Zoning: Residential (R1-15)

Existing Land Use: Agricultural

Proposed Land Use: Residential

Parcel ID: 15-857-0029 & 15-078-0189

Township, Range, Section: T6N, R2W, Section 28 NW

Adjacent Land Use

North: 1800 South Street	South: Agricultural/Taylor Landing Ph 1A
East: Winston Park Subdivision	West: Taylor Landing Phase 6

Staff Information

Report Presenter: Tammy Aydelotte
taydelotte@webercountyutah.gov
801-399-8794

Report Reviewer: FL

Applicable Ordinances

- Title 101 (General Provisions) Section 7 (Definitions)
- Title 104 (Zones) Chapter 12 (Residential (R1-15) Zone)
- Title 106 (Subdivisions)

Background and Summary

6/23/2025 – Zoning Development Agreement Recorded

11/18/2025 – Phase 6 granted preliminary approval by Western Weber Planning Commission

The proposed subdivision is located in the R1-15 Zone.

The applicant is now requesting preliminary approval of Phases 7 & 8, consisting of 49 lots in the R1-15 Zone (see **Exhibit A**).

The proposed Phases 7 and 8 complies with the recorded development agreement, with regards to lot sizes and widths. Lot sizes range from 8,000-15,662 square feet and lot widths that vary from 70'-85'.

Proposed streets within these two phases are minor residential (60' wide). The applicant is dedicating 3820 West Street, 3860 West Street, 1875 South Street and 1975 South Street. Applicant is also continuing a 10' paved pathway between lots 175 and 176 and 185 and 186 and a 15' paved pathway between lots 202 and 203.

Per the recorded ZDA (8.4.6) "To enhance the security of the pathway by ensuring easy viewing of the use thereof, where the pathway runs between lots Developer agrees to install either a fence no taller than four feet on both sides of the pathway, or a fence no taller than six feet that has no less than 30 percent openings distributed evenly (for example, if a slatted wood fence, every third slat will be missing). It shall be prohibited for future lot owners to install a fence that violates this standard."

All of the proposed streets within these phases are considered minor residential streets. These shall be a minimum of 60' wide with a 5' sidewalk, 7' park strips, street trees, and Type G gutters on both sides of the street.

Per 8.5.6 in the recorded development agreement, "**Street Trees.** All streets shall be lined with shade trees in the park strip.

8.5.6.1.1. Tree Intervals. Except as provided herein or when otherwise prohibited by Code, the trees shall be planted in intervals and of a species such that the average mature crown of one tree, will converge with the crown of the next tree.

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

8.5.6.1.3. Driveways and Clearview Triangles. Reasonable openings in the tree canopy shall be expected for driveway locations and intersection clear-view triangles.

8.5.6.1.4. Irrigation. Each street tree shall be given an irrigation mechanism tied either to a homeowner's association master meter, or tied directly to the secondary water meter of the lot immediately adjacent. Alternative irrigation mechanisms may be approved by the Planning Director as long as their use is in the best interest of the tree's health and longevity. Watering shall be done in a manner that encourages deep roots.

8.5.6.1.5. Tree Size. No tree with a caliper less than two inches shall be planted.

8.5.6.2. Street Tree Installation and Maintenance Alternatives. Developer has the following two options, or some combination if mutually agreeable by the Developer and Planning Director:

8.5.6.2.1. Developer is responsible for tree health throughout the duration of the warranty period plus two additional years, whereafter Developer continues to be responsible for tree health until the adjoining property is sold, after which the adjoining owner is responsible for the tree's health. Developer shall protect the base (root area) of the tree from compacted soils; or

8.5.6.2.2. At Developer's expense, County shall contract with an arborist, botanist, landscape architect, urban forester, or similar professional to install the trees. Developer shall provide a cash escrow for the full estimated cost of the installation as is typically required, including reasonable contingency costs and reasonable replacement costs related to average rates of failure to establish within one year. Developer agrees to periodically increase the escrow or reimburse the County if requested by the County to cover reasonable costs resulting from increases in labor and materials and/or inflation.

Developer further agrees that County has full authority to draw from this escrow at any time to pay for the installation of the trees. For this alternative, County agrees to waive the required warranty period for the trees.

8.5.6.2.2.1. Developer agrees on behalf of itself and future lot owners that no final certificate of occupancy shall be issued for any building until after the required trees and appropriate and operating irrigation mechanisms for the trees are installed. County shall have full authority, based on recommendations from its tree professional, to determine what an appropriate and operating irrigation mechanism is. Street trees, and park strip landscaping requirements in the development agreement shall be shown in the final engineered plans and bonded for prior to recording of the final plat. A dedicated park area of no less than 21 acres has been offered by the developer to the Taylor West Weber Parks District. Proof of this donation all be submitted prior to recording the final plat for the first phase under the recorded development agreement.

...

8.5.6.2.2.2. If no appropriate and operating irrigation mechanism is provided, Developer agrees to compensate county for reasonable costs to routinely irrigate installed trees by whatever reasonable means necessary. County may recoup this cost from the adjoining lot owner if unable to recoup from Developer.

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

8.5.6.3. Park Strip Landscaping. Except within the dripline of a tree (root area), Developer shall place four-inch plus angular rock, 8-inches deep, in each park strip with a weed barrier beneath. Drip irrigated plantings may also be placed in the park strip by the Developer or homeowners, to be operated and maintained either by the adjoining owner or a homeowners association.

...

8.5.6.5. Public Landscaping Completion Collateral. Developer agrees to provide a financial guarantee for all required landscaping improvements within the project's public rights-of-way in accordance with Title 106, Chapter 4 of the Code. Developer further agrees that required landscaping shall be installed before a certificate of occupancy is given for any building on the lot fronting those improvements. County agrees that Developer's financial guarantee for required landscaping improvements is not required until either the project enters conditional acceptance or the County starts issuing building permits in the Project, whichever occurs first. However, at all times during the term of this agreement, the amount of the financial guarantee held by the County for all project improvements must equal at least 110 percent of the then-current cost to complete and warrant the installation of all required landscaping improvements that have not yet been completed.

Analysis

General Plan: The Western Weber General Plan supports various housing types as a means to meet the various housing needs of a growing population (see page 36 of the Western Weber General Plan).

Zoning: The subject property is located in the Residential Zone (R1-15), the purpose of this zone is stated in the LUC §104-12-1.

“The purpose of the R1 zone is to provide regulated areas for Single-Family Dwelling uses at four different low-to-medium density levels. The R1 zone includes the R1-15, R1-12, R1-10, and R1-5 zones.”

The proposal has been reviewed against the adopted zoning, recorded development agreement, and subdivision ordinances to ensure that the regulations and standards have been adhered to. The proposed subdivision, based on the recommended conditions, is in conformance with the above regulations and requirements. The following is a brief synopsis of the review criteria and conformance with the LUC.

Lot area, frontage/width and yard regulations: The R1-15 Zone requires a minimum lot area of 6,000 sq. ft. for a single family dwelling and a minimum lot width of 60 feet in the R1-15 zone. The minimum yard set-backs for a single family dwelling are 20’ on the front, 30’ rear setback, and a side yard setback of 5’ on one side and 10’ on the other.

Common and Open Space: The proposal includes public pathways and a detention pond.

Culinary water and sanitary sewage disposal: Taylor West Weber and Hooper Irrigation have issued preliminary will-serve letters, with final letters of approval for culinary and secondary water to be submitted with the final plat. Central Weber Sewer will provide wastewater services for this project.

Review Agencies: This proposal will be reviewed by all County reviewing agencies. Any comments and conditions for preliminary approval will need to be addressed prior to submitting for final approval.

Tax clearance: Current property taxes have been paid in full.

Planning Division Recommendation

The Planning Division recommends preliminary approval of the Taylor Landing Subdivision Phases 7 and 8, consisting of 49 lots in the R1-15 Zone and based on the proposed plan adhering to the requirements of the Weber County Land Use Code and the recorded development agreement (entry# 3374134) This recommendation for approval is subject to all review agency requirements and based on the following conditions:

1. All Engineering comments shall be addressed prior to submitting for final approval.
2. Engineered plans shall show compliance with street cross-sections, including pathway, landscaping, and sidewalk width requirements, and all other requirements outlined in the recorded development agreement (entry# 3374134) prior to acceptance of an application for final approval.
3. Final letters of approval shall be submitted from Taylor West Weber Water, and Hooper Irrigation Company, prior to submitting for approval of the final plat.

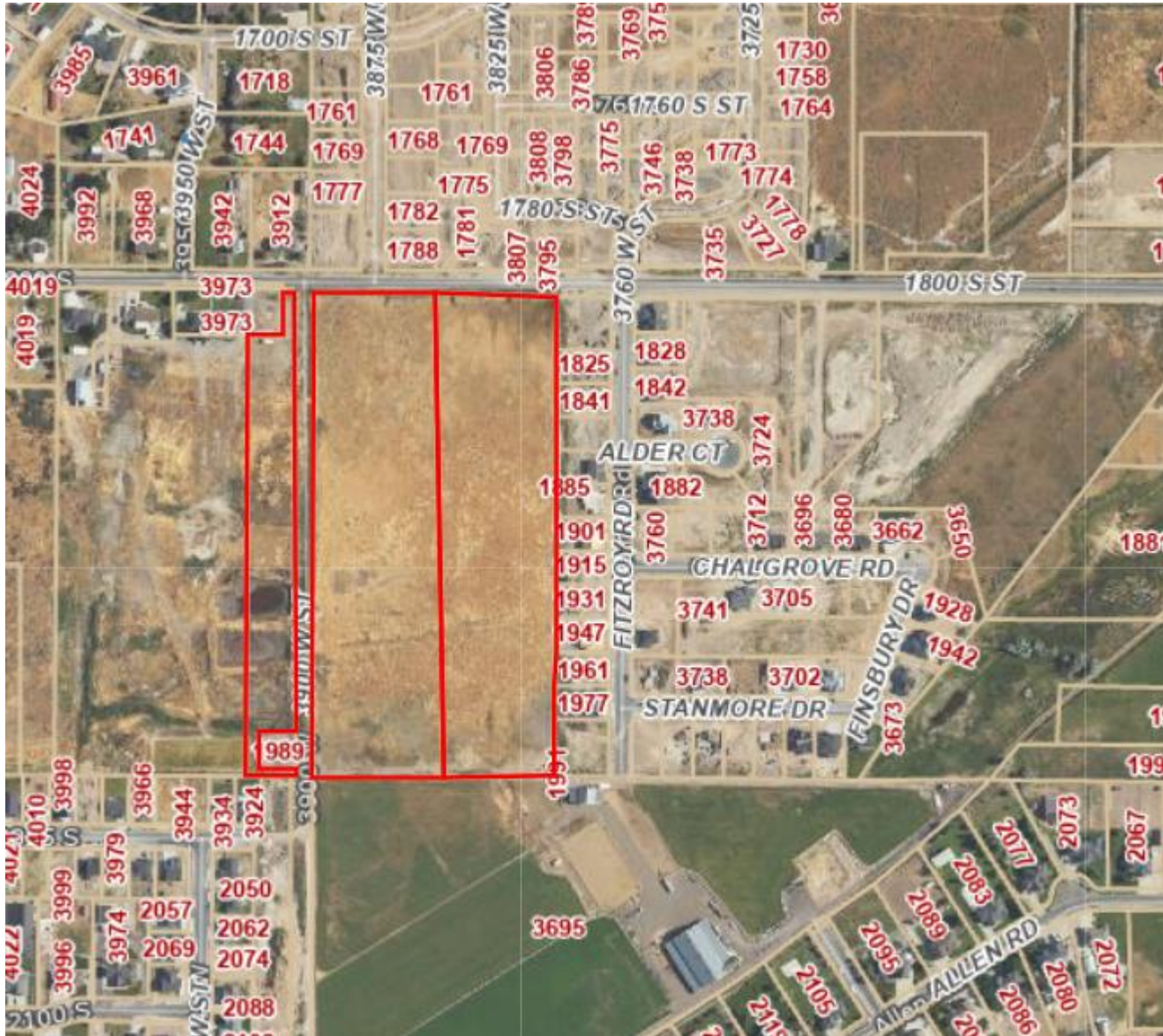
This recommendation is based on the following findings:

1. The proposed subdivision conforms to the Western Weber General Plan.
2. The proposed subdivision complies with applicable County ordinances.

Exhibits

- A. Phases 7 and 8 Preliminary Plan
- B. Will-Serve Letters

Location map



This is a preliminary subdivision map for Taylor Landing PH6-8, located in Salt Lake County, Utah. The map shows a large rectangular area divided into numerous lots, with a central detention pond. The map includes a north arrow, a scale bar (1" = 50'), and a legend. The legend identifies various features: existing and proposed streets, easements, and other boundaries. The map is titled "TAYLOR LANDING PH6-8 A CLUSTER SUBDIVISION" and is dated "JANUARY 2018". The map is prepared by "J. L. HARRIS & ASSOCIATES, INC." and is for the "PRELIMINARY PLAN". The map shows a grid of lots, with some lots numbered and others labeled with "LOT" and "A.C." (Acres). The map also shows a "DETENTION POND" and a "WATERWAY TRAIL TRUST". The map is bounded by "1800 SOUTH STREET" to the north and "3300 EAST" to the east. The map is divided into "PHASE 7" and "PHASE 8". The map is prepared by "J. L. HARRIS & ASSOCIATES, INC." and is for the "PRELIMINARY PLAN".

Exhibit F – Street Cross Sections

MINOR RESIDENTIAL STREETS

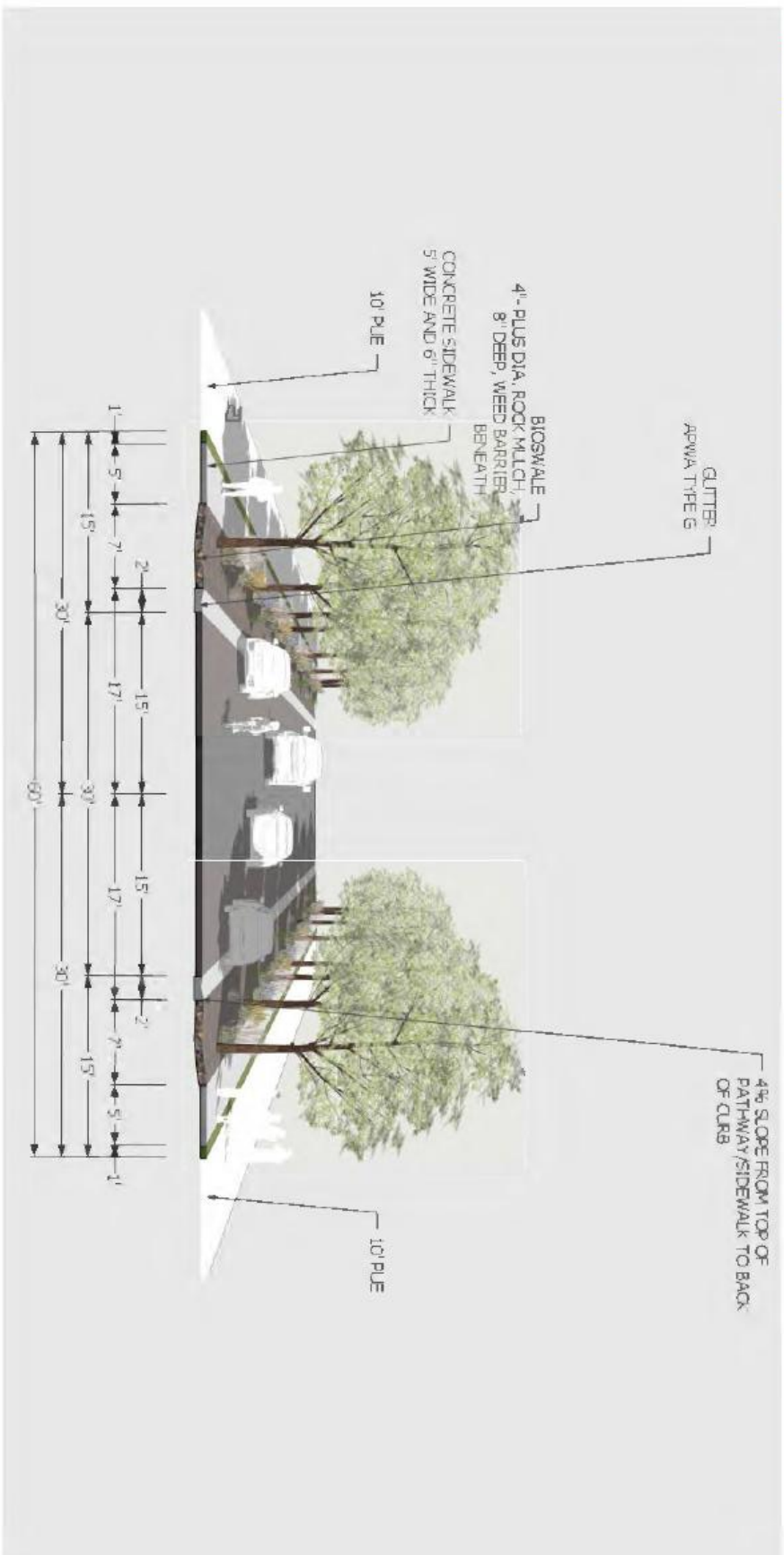


Exhibit B – Will Serve Letters



2815 WEST 3300 SOUTH
WEST HAVEN, UTAH 84401
801-731-1668
5/5/2025

Weber County Planning Commission
2380 Washington Boulevard
Ogden, Utah 84401

To Whom It May Concern:

This is to inform you that **Preliminary Will Serve** approval has been given and Taylor West Weber Water District ("the District") has the capacity to provide **only** culinary water for **Taylor Landing Subdivision Phase 7**, a **20-lot** subdivision. The address is approx. 1800 S. 3900 W. Taylor UT. This subdivision must have a pressurized secondary water system for outdoor use. Plan review fees and water right impact fees must be paid to the District clerk before subdivision approval is granted. A pressurized secondary water system must be functional before final approval will be granted.

Requirements:

- Plan review fee=**\$200 per lot total= \$4,000.00**
- Water Right Impact fee= **\$7,842 x 20 ERU's total = \$156,840.00**
- Complete plan reviews.
- Will serve letter from Hooper Irrigation.
- Impact fees=\$6,856.00 per lot. This fee includes the cost of the meter. This fee will be collected at the time building permits are requested. Fees are subject to change.
- Installation of the water line and services. The District will need to be notified prior to working on the water lines. Taylor West Weber standards must be followed in all installation procedures.
- The construction of the pipelines must pass all inspections.
- Taylor West Weber Water reserves the right to make or revise changes as needed or as advised by the district engineer or the district attorney.

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

Sincerely, 
Ryan Rogers-Manager

Taylor West Weber Water District

Expires 10/29/2025



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

5/5/2025

Weber County Planning Commission
2380 Washington Boulevard
Ogden, Utah 84401

To Whom It May Concern:

This is to inform you that **Preliminary Will Serve** approval has been given and Taylor West Weber Water District ("the District") has the capacity to provide **only** culinary water for **Taylor Landing Subdivision Phase 8**, a **29-lot** subdivision. The address is approx. 1800 S. 3900 W. Taylor UT. This subdivision must have a pressurized secondary water system for outdoor use. Plan review fees and water right impact fees must be paid to the District clerk before subdivision approval is granted. A pressurized secondary water system must be functional before final approval will be granted.

Requirements:

- Plan review fee=**\$200 per lot total= \$5,800.00**
- Water Right Impact fee= **\$7,842 x 29 ERU's total = \$227,418.00**
- Complete plan reviews.
- Will serve letter from Hooper Irrigation.
- Impact fees=\$6,856.00 per lot. This fee includes the cost of the meter. This fee will be collected at the time building permits are requested. Fees are subject to change.
- Installation of the water line and services. The District will need to be notified prior to working on the water lines. Taylor West Weber standards must be followed in all installation procedures.
- The construction of the pipelines must pass all inspections.
- Taylor West Weber Water reserves the right to make or revise changes as needed or as advised by the district engineer or the district attorney.

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

Sincerely,

Ryan Rogers-Manager

Taylor West Weber Water District

Expires 10/29/2025



May 5, 2025

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

RE: PRELIMINARY WILL SERVE LETTER – Taylor Landings Subdivision, PH 6, 7, and 8

Phases 6, 7, and 8 portions of the Taylor Landings subdivision are located at approximately 1800 South and 4000 West and a total of 75 lots are proposed. The breakdown is as follows: Phase 6 has 26 lots, Phase 7 has 20 lots, and Phase 8 has 29 lots. The subdivision is in the boundaries of the Hooper Irrigation Company service area. A formal application has been made to our office and an escrow for application has been paid.

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

These three phases only are in consideration and guaranteed service and the plan review are good only for a period of one year from the date of this letter, if not constructed. A final will serve letter will follow this letter after all plans have received final approval, fees have been paid, and water shares have been turned in to Hooper Irrigation.

Hooper Irrigation's specifications are available at the Company office.

If you have questions, please call 801-985-8429.

Sincerely,

Michelle Pinkston
Office Manager



Central Weber Sewer Improvement District

May 1, 2025

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

SUBJECT: Taylor Landing phases 6-8
Sanitary Sewer Service
Will Serve Letter

Felix:

We have reviewed the request of Heritage land development to provide sanitary sewer treatment services to the subdivision called Taylor Landing phases 6-8 A development of 75 residents located at approximately 3900 W. 2000 S. We offer the following comments regarding Central Weber Sewer Improvement District (the district') providing sanitary sewer service.

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



Central Weber Sewer Improvement District

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

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

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

Sincerely,

 Clayton Marriott
Digitally signed by Clayton Marriott
DN: cn=Clayton Marriott, o=Central Weber Sewer
Improvement District, cn=Clayton
Marriott
Reason: I am the author of this
document
Date: 2025.05.01 13:57 -06:00

Clay Marriott

Project Manager

CC: Chad Meyerhoffer, Weber County
Kevin Hall, Central Weber Sewer
Paige Spencer
Heritage Land Development



Staff Report to the Western Weber Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request:	Consideration and action on a request for preliminary approval of Harper Haven Subdivision consisting of 74 lots located at approximately 550 South 4700 West, Taylor, UT, 84401.
Type of Decision:	Administrative
Agenda Date:	Tuesday, December 09, 2025
Applicant:	Trek Loveridge
File Number:	LVH110325

Property Information

Approximate Address:	550 South 4700 West, Taylor, UT, 84401
Project Area:	Approximately 25 acres
Zoning:	Residential (R1-15) Zone
Existing Land Use:	Agricultural
Proposed Land Use:	Residential
Parcel ID:	15-048-0006, 15-048-0007
Township, Range, Section:	T6N, R2W, Section 17

Adjacent Land Use

North:	Agricultural	South:	1800 South
East:	Residential/Agricultural	West:	4700 West Street

Staff Information

Report Presenter:	Tammy Aydelotte taydelotte@webercountyutah.gov 801-399-8794
Report Reviewer:	FL

Applicable Ordinances

- Weber County Land Use Code Title 104 (Zones) Chapter 12, Residential (R1-15) Zone
- Weber County Land Use Code Title 106 (Subdivisions)

Background and Summary

4/22/2025 – The development agreement and zoning map amendment application was approved by the County Commission.

11/03/2025 – Subdivision application accepted by Weber County Planning Division.

The applicant is requesting preliminary approval of Harper Haven subdivision, consisting of 74 lots located at approximately 550 S 4700 W, Ogden. This proposal meets the lot standards requirements outlined in the recorded development agreement (see page 12 of the recorded ZDA). This development followed connectivity-incentivized standards, which allow for reduced lot widths when complying with connectivity standards of the road layout and pathway locations. The lot widths range from 60' - 208'. The area of lots range from 6,988 - 29,753 square feet. This is consistent with the lot development standards in the R1-15 Zone.

Analysis

General Plan: The proposal conforms to the Western Weber General Plan by proposing street and pathway/trail connectivity (2022 Western Weber General Plan, Pages 46 - 47). The developer has met with the Western Weber Parks District and offered to donate funds toward park improvements, in an amount previously stated of \$2,500/dwelling unit. (See the Parks and Recreation Principle 1.1, See Western Weber General Plan, pg. 129).

Zoning: The R1-15 zone allows for Connectivity-Incentivized Subdivision Development. This ordinance also includes provisions in the lot-averaged subdivisions section of the Weber County Land Use Code. The overall average must be a minimum 15,000 square feet.

Culinary water and sanitary sewage disposal: A capacity assessment letter has been provided for the sanitary sewer from Central Weber Sewer, for the proposed subdivision (see Exhibit B). This project will need to be annexed into the Central Weber Sewer

Improvement District prior to recording the final plat. A capacity assessment letter for culinary water, dated 7/18/2024, (see Exhibit B) has been provided by Taylor West Weber Water Improvement District. An updated letter has been requested by Staff prior to this meeting. A preliminary will-serve letter has been issued by Hooper Irrigation.

Review Agencies: The subdivision application will be required to comply with all review agency requirements, and a set of final engineered plans shall be required in order to apply for final subdivision approval

Additional Design Standards: The applicant shall comply with the recorded development agreement, and additional requirements from Planning and Engineering regarding street standards, and pathways throughout the development. A 10' wide asphalt pathway along 4700 West is required. Also required is a 10' pathway along Street G shown on the preliminary plat. Per the development agreement, a paved pathway is also required along the east side of lot 55, within the 33' future right-of-way dedication.

The applicant is proposing a roadway cross sections with 4' sidewalks. The recorded development agreement requires minimum 5' sidewalks within the internal roads of the subdivision. A secondary egress is required and currently shows on the plat as stubbing to 4700 West, however, UDOT is requiring a crash-gate at this location. Weber Fire District will have to approve of the crash gate prior to final approval. Street cross sections shall be approved by Planning and Engineering prior to final approval. The improvement plans shall be approved by all applicable agencies prior to application for final approval (LUC 106-1-5 (a)(11)). These improvement plans include sewer infrastructure as outlined in the recorded development agreement.

Dark sky lighting is required within this project, as well as the use of a smart watering controller for any irrigation systems installed.

Concept Plan in Approved Development Agreement



Submitted Subdivision Layout



Parks strips shall be developed in accordance with requirements outlined in the development agreement: "Master Developer shall place four-inch plus rock, 8-inches deep, in each parkstrip, with a weed barrier beneath. Additional plantings may be placed within the parkstrips by the Master Developer or homeowners, to be operated and maintained either by the adjoining owner or a homeowners association."

Street trees are part of this development, per the approved development agreement. The developer shall provide at least two types of tree species and include this information, as well as the landscaping plans, with the final set of engineered plans, per the recorded development agreement.

Staff Recommendations

Staff recommends preliminary approval of Harper Haven Subdivision consisting of 74 lots. This recommendation is based on all review agency requirements, including those outlined in this staff report, and the following conditions:

1. Improvement plans compliant with the recorded development agreement shall be approved by Planning and Engineering prior to submitting an application for final subdivision approval.
2. Proof of the voluntary Parks District donation of \$7,500 per lot will be made to the Western Weber Parks District before the subdivision plat records. This is per the development agreement.
3. An unconditional final approval letter from the sewer, culinary and secondary water provider will be submitted before final approval.
4. All improvements shall be installed, escrowed for, or a combination of both, prior to recording the final plat.
5. This development will need to annex into Central Weber Sewer District prior to final approval.

This recommendation is based on the following findings:

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

Exhibits

- A. Preliminary subdivision plat
- B. Application & Feasibility Letters

Area Map

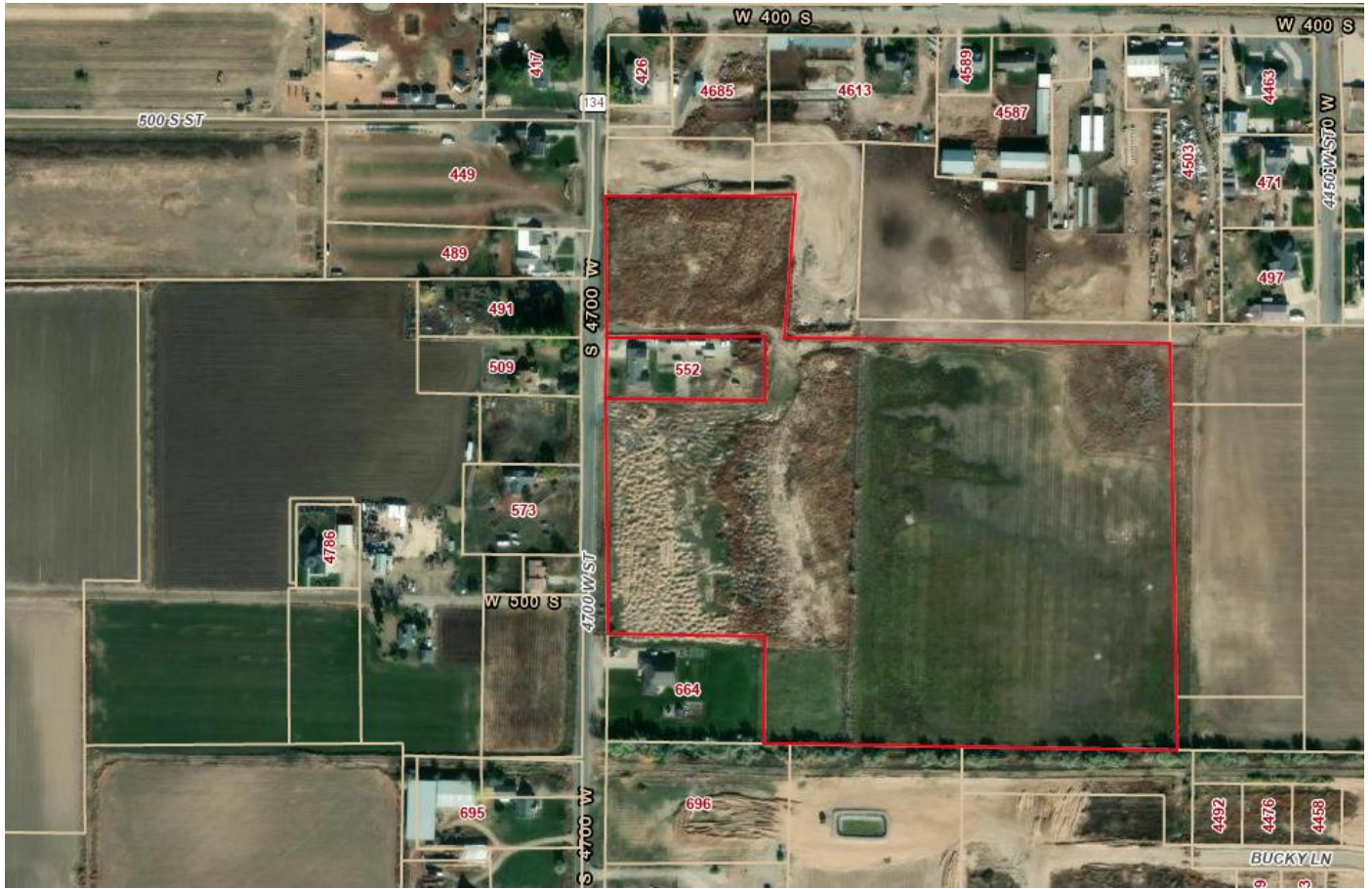


Exhibit A - Preliminary Subdivision Plat





Central Weber Sewer Improvement District

July 23, 2024

Tucker Weight
Weber County Planning Commission
2380 Washington Blvd #240, Ogden, UT 84401

SUBJECT: Harper Haven
Sanitary Sewer Service
Will Serve Letter

Tucker:

At the request of Trek Loveridge, Harper Haven formally Wilder Estates located approximately 600 S. 4700 W. of 74 proposed residences. This property must be annexed into the district before service will be provided. We offer the following comments regarding Central Weber providing sanitary sewer service.

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

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



Central Weber Sewer Improvement District

5. The entire parcel of property to be served will need to be annexed into the district prior to any connection to the district's line. This annexation must be complete before the sale of any lots in the subdivision.

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

Sincerely,

Clayton Marriott

Digitally signed by Clayton Marriott
DN: cn=US,
E=Clayton@centralweber.com,
O=CENTRAL WEBER SEWER,
OU=CENTRAL WEBER SEWER
Reason: I am the author of this
document
Date: 2024.07.23 14:59:08-06'00'

Clay Marriott

Project Manager

CC: Kevin Hall, Central Weber Sewer
Paige Spencer
Trek Loveridge



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

7/18/2024

Weber County Planning Commission
2380 Washington Boulevard
Ogden, Utah 84401

To Whom It May Concern:

This is to inform you that Taylor West Weber Water District (the "District") has the **Ability To Serve** and that the District has the capacity to provide **only** culinary water for the Harper Haven Subdivision consisting of 74 eru' on a 25 acre parcel (15-048-0007). By means of a 6" water line on 4700 West the 6" line will need to be upgraded from 900 S. to 500 S. and along the frontage of the subdivision, to a 14" water line on 4700 W. The District will participate in the upgrade and pay the portion of the costs from 8" to 14" while the developer will be required to pay the costs to bring the line to Utah State Division of Drinking Water minimum sizing standards of 8". The property is located near 500 South along 4700 W. West Weber UT. Pressurized secondary water must be provided by Hooper Irrigation Company. This is simply an ability to serve letter and an acknowledgement of the rezone request. Only a concept plan has been provided. For subdivision approval plans must be submitted and approved by the District engineer and all District requirements must be met.

Requirements:

Requirements will be issued pending Board approval and a preliminary will serve letter will be issued.

Taylor West Weber Water District reserves the right to make or modify the level of service based on the engineering review and/or other circumstances that may arise before subdivision approval is issued. The District is currently under the process of an impact study, so fees will be determined when the subdivision process commences.

FINAL APPROVAL AND SUBDIVISION APPROVAL MUST NOT BE ISSUED UNTIL APPROVAL IS GIVEN BY TAYLOR WEST WEBER WATER.

Expires 2/18/2025.

Sincerely,

Ryan Rogers – Manager

Taylor West Weber Water District



October 21, 2025

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

RE: PRELIMINARY WILL SERVE LETTER – Harper Haven Subdivision

The Harper Haven subdivision is located at approximately 600 South and 4700 West, and a total of 74 lots and two detention basins are proposed. The subdivision is in the boundaries of the Hooper Irrigation Company service area. A formal application has been made to our office. The secondary line is approximately 1800 feet from the proposed development, and the developer will be required to bring the line from the existing point to the location of the subdivision. There is also a private ditch which runs on the southwest portion of the developments which spans approximately 200 feet and this ditch will need to be piped and an easement given to the adjacent homeowner for access.

The subdivision plat plan has been reviewed by Hooper Irrigation. The preliminary plans have been conditionally approved. There will be 14.5 water shares required to connect to the secondary pressurized system and ownership of shares has been verified to be in good standing.

This subdivision only is in consideration and guaranteed service, and the plan review is good only for a period of one year from the date of this letter, if not constructed. A final will serve letter will follow this letter after all plans have received final approval, fees have been paid, and water shares have been turned in for Hooper Irrigation Secondary Pressurized water.

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

Sincerely,

Michelle Pinkston
Office Manager
Board Secretary



Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request:	Consideration and action on a request for preliminary subdivision approval of the Prado at Powder Mountain Subdivision, a 38-lot subdivision located in the DRR-1 zone located at the end of Summit Pass Road in Eden.
Type of Decision:	Administrative
Agenda Date:	Tuesday, December 09, 2025
Applicant:	Erik Anderson
File Number:	UVP111325

Property Information

Approximate Address:	Summit Pass Road, Powder Mountain Resort
Project Area:	97.8 Acres
Zoning:	Ogden Valley Destination and Recreation Resort Zone DRR-1
Existing Land Use:	Vacant
Proposed Land Use:	Residential
Parcel ID:	23-012-0203
Township, Range, Section:	T7N, R2E, Section 8

Adjacent Land Use

North:	Ski Resort/Resort Development	South:	Ski Resort/Resort Development
East:	Ski Resort/Resort Development	West:	Ski Resort/Resort Development

Staff Information

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

Applicable Ordinances

- Title 101, Chapter 1 General Provisions, Section 7, Definitions
- Title 104, Chapter 29 Ogden Valley Destination and Recreation Resort Zone (DRR-1)
- Title 104, Zones, Chapter 28 Ogden Valley Sensitive Lands Overlay Districts
- Title 106, Subdivisions, Chapter 1-8 as applicable
- Title 108, Standards, Chapter 8 Parking and Loading Space, Vehicle Traffic and Access Regulations

Summary and Background

1/14/2015 – Zoning Development Agreement for Summit Group is recorded.

1/12/2019 – First Amendment to Zoning Development Agreement is recorded.

11/30/2022 – Second Amendment to Zoning Development Agreement is recorded.

The development report from the powder mountain group indicates that 229 lots have been recorded within the Powder Mountain Development, under the executed development agreement, recorded 1/14/2015.

Analysis

General Plan: The proposal conforms to the Ogden Valley General Plan by encouraging development within the existing resort-related areas.

Zoning: The subject property is located in the Ogden Valley Destination and Recreation Resort Zone more particularly described as the DRR-1 zone. The purpose and intent of the DRR-1 zone is identified in the LUC §104-29-1 as:

“The purpose of this chapter is to provide flexible development standards to resorts that are dedicated to preserving open space and creating extraordinary recreational resort experiences while promoting the goals and objectives of the Ogden Valley general plan. It is intended to benefit the residents of the county and the resorts through its ability to

preserve the valley's rural character, by utilizing a mechanism that allows landowners to voluntarily transfer development rights to areas that are more suitable for growth when compared to sensitive land areas such as wildlife habitats, hazardous hillsides or prime agricultural parcels. Resorts that lie within an approved destination and recreation resort zone shall, by and large, enhance and diversify quality public recreational opportunities, contribute to the surrounding community's well-being and overall, instill a sense of stewardship for the land."

Lot area, frontage/width and yard regulations: The DRR-1 Zone does not have a minimum lot area or a minimum lot width requirement per LUC §104-29-2(h) for a single family residential dwelling. This subdivision has been designed for individual ownership of the lots, private roadways maintained by the Powder Mountain Owner's Association.

Natural Hazards Overlay Zone: The proposed subdivision is located in a geologic hazards study area. A site-specific Geotechnical Investigation, performed by AGECEC, and dated October 13, 2025 (Project No. 1250439) has been submitted with this application which provides foundation design, grading, groundwater drainage, fill and compaction, and retaining wall requirements that must be followed to ensure longevity and safety. See Page 14 for Preconstruction Meeting Requirements.

A site-specific Geologic Hazard Assessment from AGECEC, dated October 23, 2025 (Project number 1250702) is included with the subdivision plan. The report directs the developer to obtain a geotechnical study. Which has been accomplished.

A notice of geologic study recorded on title and a plat note are required that will provide notice that the geologic and geotechnical report is on file with Weber County Planning Division

Emergency Evacuation: In the event of an emergency, Powder Mountain Resort has created an Emergency Evacuation Map and narrative, in Exhibit D, that directs departure routes to Eden and safe zones within Powder Mountain if the exit road is not an option.

Additional design standards and requirements: Summit pass and the road within the Prado are private roadways will interfere with existing trails in place. New recreation easements will be created, as indicated by hatched areas, on the subdivision plan. The maintenance of all private roadways will be done by an HOA. Parking along these 60' wide private roadways will be discouraged by the Weber Fire District during winter; however, there are no concerns regarding parking when roadways are clear and dry.

The Section 5.8 of the development agreement requires a minimum of 30% of the total acreage to be designated as open space. The cumulative open space platted throughout Powder Mountain amounts to 59 percent or 376 acres.

Culinary water and sanitary sewage disposal: A capacity assessment letter has been provided by Powder Mountain Water and Sewer District. Proof of a connect fee from Powder Mountain Water and Sewer District will be required to be submitted prior to receiving a building permit from Weber County.

Review Agencies: The Weber County Engineering requests information related to a second access off the mountain. While this is not a requirement for approval of this subdivision at this time, the subject of a second access off the mountain will continue to be mentioned with each application submitted by Powder Mountain. The Weber Fire District has deemed this proposal acceptable based on acceptable road widths, fire access, turn-around, and fire hydrants. The Weber Surveyor's Office will conduct a detailed review at the final stage of the process. A condition of approval has been included to ensure that all applicable review agencies' requirements will be met prior to moving forward for final approval.

Staff Recommendation

Staff recommends preliminary approval of the Prado at Powder Mountain Subdivision with the following conditions:

1. The final subdivision plan shall include a cost estimate for the subdivision improvements
2. The cost for subdivision improvements that are not complete at the time of plat recordation shall be escrowed with Weber County.
3. All county review agency requirements are satisfied before the final subdivision plat is recorded.

This recommendation is based on the following findings:

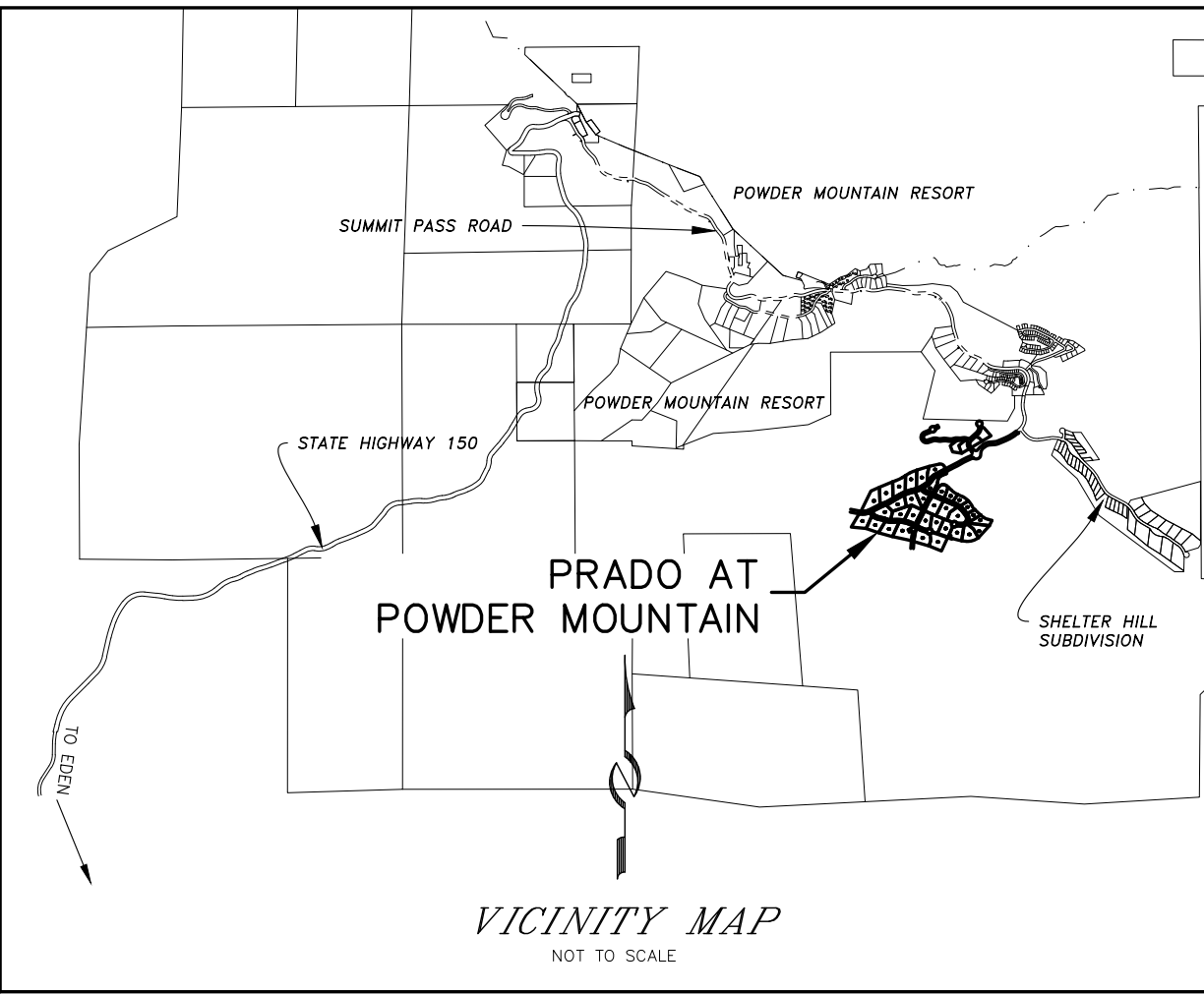
1. The proposed subdivision conforms to the Ogden Valley General Plan.
2. With the recommended conditions, the proposed subdivision complies with all previous approvals and the applicable County ordinances.
3. The proposed subdivision will not be detrimental to the public health, safety, or welfare.
4. The proposed subdivision will not deteriorate the environment of the general area so as to negatively impact surrounding properties and uses.

Exhibits

- A. Preliminary plan
- B. Applicable Development Agreement
- C. Powder Mountain Water and Sewer Capacity Assessment Letter
- D. Emergency Evacuation Plan

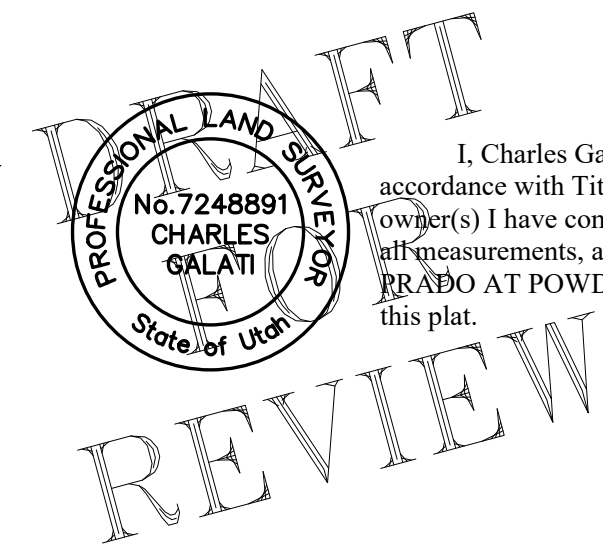
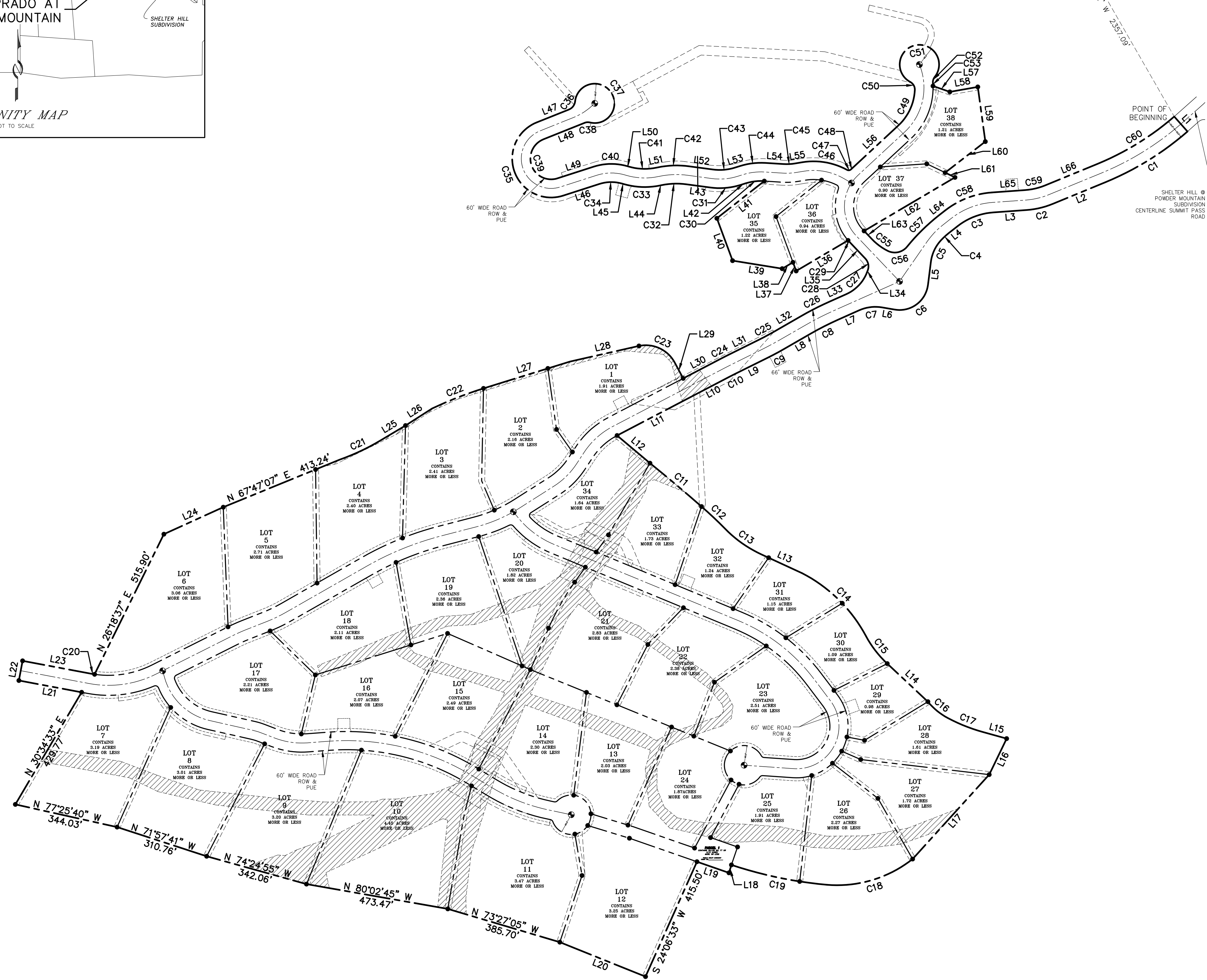
Location Map 1





SHEET INDEX	
SHEET 1	- SURVEYOR'S CERTIFICATE, OVERALL PROPERTY BOUNDARY, SIGNATURE BOXES, VICINITY MAP, OWNERS DEDICATION AND CONSENT TO RECORD, ACKNOWLEDGEMENT
SHEET 2	- PLAT NOTES, OVERALL PROPERTY BOUNDARY LEGAL DESCRIPTION, LINE AND CURVE TABLES
SHEET 3	- LOT DETAILS, ROADWAY DETAILS AND EASEMENTS FOR LOTS 35-38
SHEET 4	- LOT DETAILS, ROADWAY DETAILS AND EASEMENTS FOR LOTS 1-5, 18-21 AND 32-34
SHEET 5	- LOT DETAILS, ROADWAY DETAILS AND EASEMENTS FOR LOTS 5-7 AND 16-18
SHEET 6	- LOT DETAILS, ROADWAY DETAILS AND EASEMENTS FOR LOTS 8-11 AND 14-17
SHEET 7	- LOT DETAILS, ROADWAY DETAILS AND EASEMENTS FOR LOTS 11-13, 22-29 AND PARCEL 1
SHEET 8	- LOT DETAILS, ROADWAY DETAILS AND EASEMENTS FOR LOTS 13, 21-24, 28-32 AND PARCEL 1

Exhibit A



SURVEYOR'S CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7248891, in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyor Act; I further certify that by authority of the owner(s) I have completed a survey of the property described herein in accordance with Utah Code Section 17-23-17, have verified all measurements, and have subdivided the described property into lots and streets, together with easements, hereafter to be known as PRADO AT POWDER MOUNTAIN, and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

OWNER'S DEDICATION AND CONSENT TO RECORD

PRADO DEVELOPER, LIMITED LIABILITY COMPANY ("DECLARANT"), AS OWNER OF THE HEREON DESCRIBED TRACT OF LAND, DOES HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND PARCELS AS SHOWN HEREON, SUBJECT TO ALL OF THE RESTRICTIONS, RIGHTS AND LIMITATIONS SET FORTH IN THE PLAT NOTES, AND NAME SAID TRACT, TO BE KNOWN AS PRADO AT POWDER MOUNTAIN, AND DOES HEREBY:

PRIVATE STREETS AND RIGHTS-OF-WAY, DEDICATE AND RESERVE UNTO DECLARANT, ITS HEIRS, GRANTEES AND ASSIGNS, A RIGHT-OF-WAY TO BE USED IN COMMON WITH ALL OTHERS WITHIN SAID SUBDIVISION (AND THOSE ADJOINING SUBDIVISIONS, EXISTING OR FUTURE) ON, OVER AND ACROSS ALL THOSE PORTIONS OR PARTS OF SAID TRACT OF LAND DESIGNATED ON SAID PLAT AS PRIVATE STREETS AS ACCESS TO INDIVIDUAL LOTS, TO BE MAINTAINED BY POWDER MOUNTAIN OWNERS ASSOCIATIO, INC., A UTAH NONPROFIT CORPORATION ("COMMUNITY ASSOCIATION"), WHOSE MEMBERSHIP CONSISTS OF DECLARANT AND THE OWNERS OF THE LOTS DEPICTED ON THIS PLAT.
PUBLIC UTILITY AND DRAINAGE EASEMENTS: GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED AS PUBLIC UTILITY, STORM WATER DETENTION PONDS AND DRAINAGE EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, STORM DRAINAGE FACILITIES, OR FOR THE PERPETUAL PRESERVATION OF WATER CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS.
PRIVATE EASEMENTS: GRANT AND DEDICATE THOSE CERTAIN EASEMENTS DESCRIBED IN NOTES AS, 13 AN 14 OF THIS PLAT. SUCH NOTES AND THE RESERVATION AND GRANT OF EASEMENTS DESCRIBED THEREIN ARE INCORPORATED HEREIN BY REFERENCE.
OPEN SPACE AREAS: DECLARANT RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN AND IMPLEMENT PUBLIC HIKING AND BIKING TRAILS WITHIN THE DEFINED OPEN SPACE AREAS. THE DECLARANT SHALL ALSO HAVE THE RIGHT TO CONSTRUCT, MAINTAIN AND IMPLEMENT THE PRIVATE SKI TRAILS THROUGHOUT THE OPEN SPACE PARCELS FOR WINTER RECREATION.

IN WITNESS WHEREOF, THE DECLARANT HAS EXECUTED THIS OWNER'S DEDICATION AS OF THE _____ DAY OF _____, 2025.

BY: _____

NAME: BROOKE HONTZ TITLE: CHIEF DEVELOPMENT AND CONSTRUCTION OFFICER

ACKNOWLEDGEMENT

State of _____

County of _____

On this _____ day of _____, 2025, BROOKE HONTZ, personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that she is the authorized signer for PRADO DEVELOPER, Limited Liability Company, and that said document was signed freely and voluntarily by her on behalf of said limited liability company.

Notary Public

Printed Name

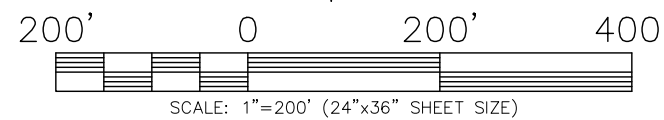
Residing in: _____

My commission expires: _____

Commission No. _____

LEGEND

- Set 5/8" rebar & cap monument "ALLTERRA UTAH" on Copper River at Curb on the property line extension (for front lot corners) to be set as ongoing construction allows.
- Found Section monument (As-Noted)
- Street Monument to be set or as-Noted.



PRADO AT POWDER MOUNTAIN

LOCATED IN SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST,
SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH

10/22/25 SHEET 1 OF 8

JOB NO.: 25024	FILE: C:\Users\Charlie\Desktop\ALLTERRA\AU JOBS\2025\25060 - POWDER Prado Subdivision\25060-PRADO.dwg	RECORDED	
WEBER COUNTY PLANNING COMMISSION APPROVAL		STATE OF UTAH, COUNTY OF WEBER, AND FILED	
THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED BY THE WEBER COUNTY PLANNING COMMISSION ON THIS _____ DAY OF _____, 2025		AT THE REQUEST OF _____	
		FEE	WEBER COUNTY RECORDER BOOK PAGE

PROFESSIONAL LAND SURVEYING
AND CONSULTING
ALLTERRA
UTAH, LLC
433-640-4200
1400 NORTH 1000 WEST, SUITE 100, SALT LAKE CITY, UT 84119

WEBER COUNTY ATTORNEY

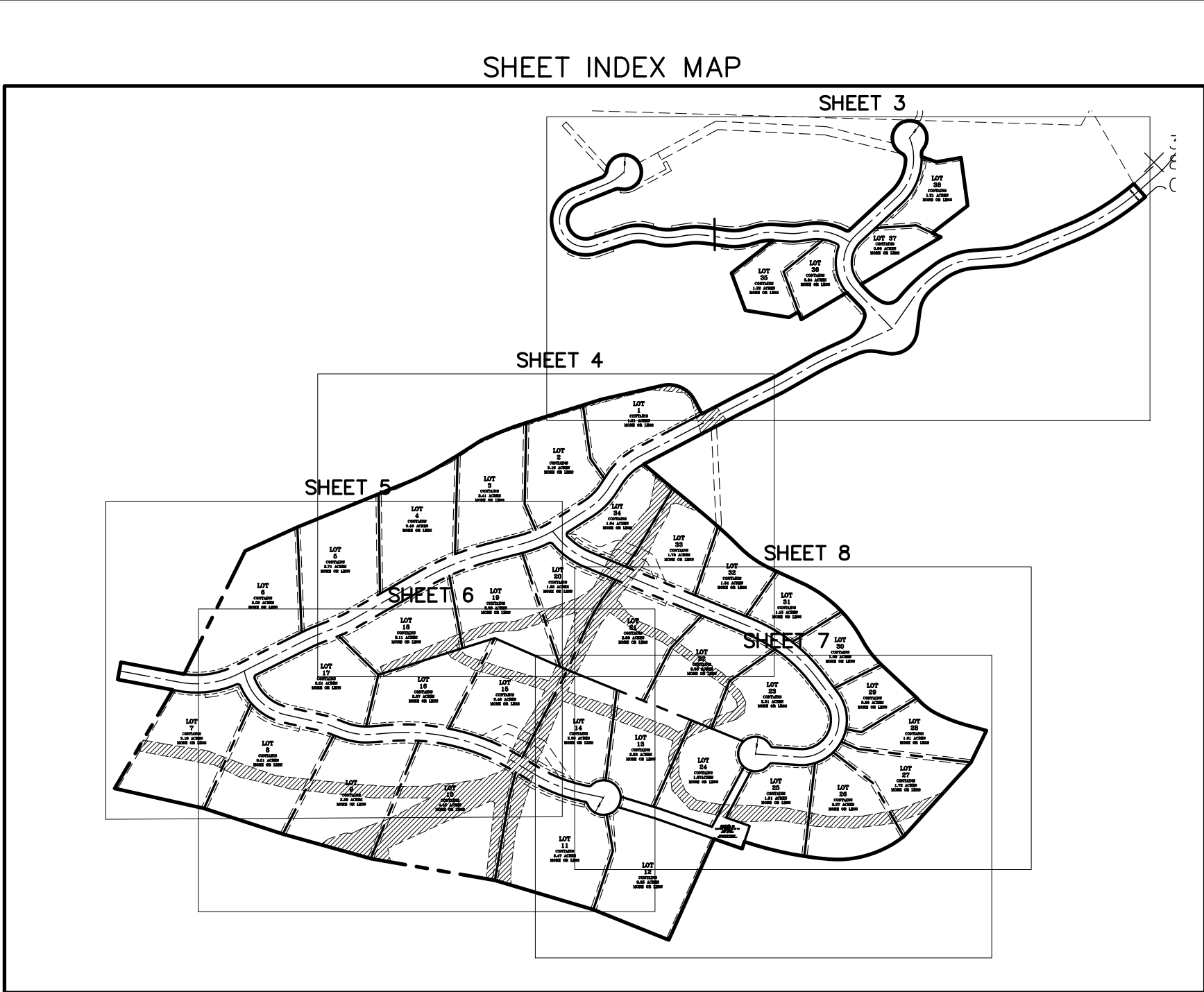
I HAVE EXAMINED THE FINANCIAL GUARANTEE AND OTHER DOCUMENTS ASSOCIATED WITH THIS SUBDIVISION PLAT AND IN MY OPINION THEY CONFORM WITH THE COUNTY ORDINANCE APPLICABLE THERETO AND NOW IN FORCE AND AFFECT.
SIGNED THIS _____ DAY OF _____, 2025

WEBER COUNTY SURVEYOR

I HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYOR HAS REVIEWED THIS PLAT AND ALL CONDITIONS FOR APPROVAL BY THIS OFFICE HAVE BEEN SATISFIED. THE APPROVAL OF THIS PLAT BY THE WEBER COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTED THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.
SIGNED THIS _____ DAY OF _____, 2025

WEBER COUNTY ENGINEER

I HEREBY CERTIFY THAT THE REQUIRED PUBLIC IMPROVEMENT STANDARDS AND DRAWINGS FOR THIS SUBDIVISION CONFORM WITH COUNTY STANDARDS AND THE AMOUNT OF THE FINANCIAL GUARANTEE IS SUFFICIENT FOR THE INSTALLATION OF THESE IMPROVEMENTS SIGNED
THIS _____ DAY OF _____, 2025



OVERALL BOUNDARY DESCRIPTION

A parcel of land located in Section 8, Township 7 North, Range 2 East, Salt Lake Base and Meridian, Weber County, State of Utah, the boundary of said parcel of land being more particularly described as follows:

[illegible]

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 41°36'41" E	66.00'
L2	S 67°37'29" W	186.82'
L3	S 85°55'43" W	109.47'
L4	S 51°50'38" W	36.40'
L5	S 70°9'10" W	76.06'
L6	N 80°14'45" W	42.49'
L7	S 65°58'58" W	77.29'
L8	S 60°04'52" W	101.46'
L9	S 63°38'01" W	119.04'
L10	S 62°23'51" W	138.57'
L11	S 62°23'51" W	279.31'
L12	S 49°55'05" E	141.71'
L13	S 65°14'10" E	148.39'
L14	S 46°51'42" E	185.78'
L15	S 74°30'58" E	80.87'
L16	S 25°50'33" W	132.06'
L17	S 42°13'30" W	376.17'
L18	S 17°22'54" W	27.45'
L19	N 70°48'35" W	111.75'
L20	N 68°05'36" W	304.80'
L21	N 79°21'23" W	210.58'
L22	N 10°38'37" E	66.00'
L23	S 79°21'23" E	229.21'
L24	N 65°33'28" E	215.32'
L25	N 59°08'22" E	93.98'
L26	N 57°23'40" E	104.29'
L27	N 72°46'24" E	298.66'
L28	N 77°14'30" E	233.50'
L29	S 28°13'28" E	59.64'
L30	N 62°23'51" E	137.23'
L31	N 63°38'01" E	119.04'
L32	N 60°04'52" E	101.46'
L33	N 65°58'58" E	59.65'

LINE TABLE		
LINE	DIRECTION	LENGTH
L34	N 20°18'31" E	5.59'
L35	N 43°33'46" W	75.70'
L36	S 59°28'53" W	198.84'
L37	N 20°18'58" W	30.48'
L38	S 59°28'53" W	41.14'
L39	N 80°49'59" W	166.01'
L40	N 20°18'58" W	149.09'
L41	N 51°53'29" E	198.92'
L42	S 72°32'00" W	17.41'
L43	N 82°19'08" W	79.12'
L44	S 78°17'37" W	4.51'
L45	N 73°50'43" W	5.14'
L46	S 72°08'29" W	125.56'
L47	N 68°11'51" E	114.51'
L48	S 68°11'51" W	146.63'
L49	N 72°08'29" E	125.56'
L50	S 73°50'43" E	5.14'
L51	N 78°17'37" E	4.51'
L52	S 82°19'08" E	79.12'
L53	N 72°32'00" E	17.41'
L54	S 86°23'27" E	59.01'
L55	N 80°35'52" E	24.24'
L56	N 47°10'45" E	208.86'
L57	S 70°46'14" E	58.75'
L58	N 79°56'43" E	93.68'
L59	S 75°1'35" E	182.14'
L60	S 52°18'55" W	167.68'
L61	S 64°20'31" E	36.11'
L62	S 59°28'53" W	348.12'
L63	S 43°33'46" E	37.28'
L64	N 51°50'38" E	27.05'
L65	N 85°55'43" E	109.47'
L66	N 67°37'29" E	186.82'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	983.00'	320.07'	18°39'20"	S 58°17'50" W	318.65'
C2	283.00'	90.41'	18°18'15"	S 76°46'36" W	90.02'
C3	217.00'	129.09'	34°05'05"	S 68°53'11" W	127.20'
C4	217.00'	35.33'	9°19'40"	S 47°10'48" W	35.29'
C5	130.00'	80.24'	35°21'48"	S 24°50'04" W	78.97'
C6	94.50'	152.73'	92°36'05"	S 53°27'12" W	136.64'
C7	130.00'	76.62'	33°46'14"	S 82°52'05" W	75.52'
C8	967.00'	99.61'	5°54'06"	S 63°01'55" W	99.56'
C9	1033.00'	64.05'	3°33'09"	S 61°51'26" W	64.04'
C10	967.00'	20.86'	1°14'10"	S 63°00'56" W	20.86'
C11	5637.56'	222.56'	2°15'43"	S 49°55'05" E	222.55'
C12	1239.80'	106.32'	4°54'48"	S 46°42'07" E	106.28'
C13	403.56'	147.85'	20°59'27"	S 54°44'26" E	147.02'
C14	499.40'	299.84'	34°24'00"	S 45°24'48" E	295.35'
C15	348.96'	113.58'	18°38'54"	S 37°32'15" E	113.08'
C16	218.16'	85.89'	22°33'25"	S 50°39'00" E	85.33'
C17	575.44'	125.09'	12°27'18"	S 68°17'19" E	124.84'
C18	402.14'	301.22'	42°55'03"	S 73°11'48" W	294.23'
C19	1389.42'	323.67'	13°20'50"	N 78°16'28" W	322.94'
C20	317.00'	12.49'	2°15'26"	S 80°29'06" E	12.49'
C21	775.40'	153.01'	11°18'21"	N 64°47'33" E	152.76'
C22	1337.27'	182.18'	7°48'20"	N 68°36'23" E	182.04'
C23	107.93'	139.20'	73°53'40"	S 65°10'18" E	129.75'
C24	1033.00'	22.29'	1°14'10"	N 63°00'56" E	22.29'
C25	967.00'	59.96'	3°33'09"	N 61°51'26" E	59.95'
C26	1033.00'	106.40'	5°54'06"	N 63°01'55" E	106.36'
C27	130.00'	103.63'	45°40'27"	N 43°08'45" E	100.91'
C28	37.02'	41.24'	63°49'39"	N 11°37'37" W	39.14'
C29	170.51'	7.34'	2°27'55"	N 42°19'48" W	7.34'
C30	170.00'	62.53'	21°04'33"	S 83°04'16" W	62.18'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C31	230.00'	100.95'	25°08'52"	S 85°06'26" W	100.14'
C32	247.00'	83.58'	19°23'15"	S 87°59'14" W	83.18'
C33	249.00'	121.08'	27°51'40"	N 87°46'33" W	119.89'
C34	129.50'	76.88'	34°00'48"	S 89°08'53" W	75.75'
C35	128.50'	394.85'	176°03'22"	N 19°49'50" W	256.85'
C36	33.00'	35.86'	62°16'11"	N 37°03'46" E	34.13'
C37	65.00'	315.50'	278°06'21"	S 34°55'28" E	85.20'
C38	28.00'	17.56'	35°55'51"	S 86°09'47" W	17.27'
C39	68.50'	210.48'	176°03'22"	S 19°49'50" E	136.92'
C40	189.50'	112.50'	34°00'48"	N 89°08'53" E	110.85'
C41	189.00'	91.90'	27°51'40"	S 87°46'33" E	91.00'
C42	307.00'	103.88'	19°23'15"	N 87°59'14" E	103.39'
C43	170.00'	74.62'	25°08'52"	N 85°06'26" E	74.02'
C44	230.00'	84.60'	21°04'33"	N 83°04'16" E	84.13'
C45	170.00'	38.61'	13°00'42"	N 87°06'12" E	38.52'
C46	230.00'	153.04'	38°07'25"	S 80°20'26" E	150.23'
C47	11.00'	14.00'	72°54'11"	N 82°16'11" E	13.07'
C48	170.51'	4.05'	1°21'39"	N 46°29'55" E	4.05'
C49	170.50'	132.95'	44°40'43"	N 24°50'24" E	129.61'
C50	28.00'	31.71'	64°53'46"	N 29°56'51" W	30.05'
C51	65.00'	319.07'	281°14'52"	N 78°13'42" E	82.47'
C52	28.00'	20.92'	42°48'47"	S 17°26'44" W	20.44'
C53	230.50'	10.58'	2°37'45"	S 2°38'47" E	10.58'
C55	189.50'	65.50'	19°48'09"	S 53°27'51" E	65.17'
C56	52.00'	70.51'	77°41'31"	N 77°47'19" E	65.23'
C57	650.00'	146.36'	12°54'04"	N 45°23'36" E	146.05'
C58	283.00'	168.35'	34°05'05"	N 68°53'11" E	165.88'
C59	217.00'	69.32'	18°18'15"	N 76°46'36" E	69.03'
C60	917.00'	297.91'	18°36'50"	N 58°19'06" E	296.60'

LINE TABLE		
LINE	DIRECTION	LENGTH
L67	N 51°30'38" E	36.40'
L68	N 63°38'01" E	119.04'
L69	N 64°20'31" E	67.02'
L70	N 59°36'26" W	27.6'
L71	S 80°35'52" W	24.18'
L72	N 86°35'27" W	59.01'
L73	S 72°32'00" W	17.41'
L74	N 82°19'08" W	79.12'
L75	S 78°17'37" W	4.51'
L76	N 73°50'54" W	5.14'
L77	N 47°39'07" E	13.06'
L78	N 86°35'27" W	59.01'
L79	S 80°35'52" W	24.24'
L80	N 68°28'52" E	74.25'
L81	S 33°19'48" W	46.38'
L82	N 68°28'52" W	74.25'
L83	S 39°40'33" E	28.28'
L84	N 33°19'48" W	46.38'
L85	S 33°19'48" W	46.38'
L86	S 68°28'52" W	74.25'
L87	S 66°24'47" E	30.00'
L88	N 79°21'23" W	18.63'
L89	S 16°18'19" E	26.24'
L90	S 69°02'27" E	47.51'
L91	S 69°02'27" E	47.51'
L92	S 69°02'27" E	47.51'
L93	S 78°02'40" E	13.53'
L94	S 78°02'40" E	13.53'
L95	N 43°33'46" W	1.72'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C61	250.00'	74.70'	170°13'	N 431°70'2" E	74.42'
C62	1000.00'	62.00'	333°09'	N 61°51'26" E	61.99'
C63	140.51'	33.82'	134°32'	N 40°16'59" E	33.74'
C64	200.00'	138.95'	39°48'18"	N 79°30'0" W	136.17'
C65	200.00'	45.42'	130°0'42"	S 87°06'12" W	45.32'
C66	200.00'	73.57'	210°43'3"	S 83°04'16" W	73.15'
C67	200.00'	87.78'	25°08'52"	S 85°06'26" W	87.08'
C68	276.94'	93.73'	192°3'29"	S 87°59'14" W	93.28'
C69	219.00'	106.49'	27°51'40"	N 87°48'33" W	105.45'
C70	159.50'	94.69'	34°00'48"	N 89°05'53" W	93.30'
C71	200.00'	71.72'	203°24'4"	N 57°55'29" E	71.33'
C72	230.00'	52.23'	130°00'42"	S 87°06'12" W	52.12'
C73	170.00'	54.23'	18°16'42"	S 89°44'13" W	54.00'
C74	170.00'	52.75'	17°46'46"	N 72°14'03" W	52.54'
C75	11.00'	15.93'	82°57'20"	N 215°20'0" W	14.57'
C76	170.51'	180.67'	60°42'31"	N 104°44'36" W	172.34'
C77	500.00'	24.51'	2°48'32"	N 58°55'21" E	24.51'
C78	500.00'	132.31'	15°09'43"	N 65°54'29" E	131.93'
C79	500.00'	44.62'	5°06'48"	N 65°55'27" E	44.61'
C80	533.00'	47.57'	5°06'48"	S 65°55'27" W	47.55'
C81	11.00'	19.46'	101°21'46"	S 64°38'36" W	17.02'
C82	11.04'	15.13'	78°30'14"	N 77°12'39" W	13.97'
C83	467.00'	41.68'	5°06'48"	S 65°55'27" W	41.66'
C84	11.00'	15.59'	81°12'18"	S 216°26'27" W	14.32'
C85	11.00'	17.34'	90°20'37"	N 66°42'23" W	15.60'
C86	230.00'	32.94'	81°22'4"	N 73°08'39" E	32.92'
C87	200.00'	28.65'	81°22'4"	S 73°08'39" E	28.62'
C88	170.00'	24.35'	81°22'4"	S 73°08'39" E	24.33'
C89	220.00'	96.92'	25°14'30"	S 81°39'42" E	96.14'
C90	250.00'	110.14'	25°14'30"	S 81°39'42" E	109.25'
C91	280.00'	123.35'	25°14'30"	S 81°39'42" E	122.36'
C92	11.00'	11.01'	57°21'08"	N 49°22'06" W	10.56'
C93	11.00'	11.01'	57°21'08"	N 73°16'46" E	10.56'
C94	11.00'	11.01'	57°21'08"	N 65°15'25" E	10.56'
C95	11.00'	11.01'	57°21'08"	N 57°23'27" W	10.56'

PLAT NOTES

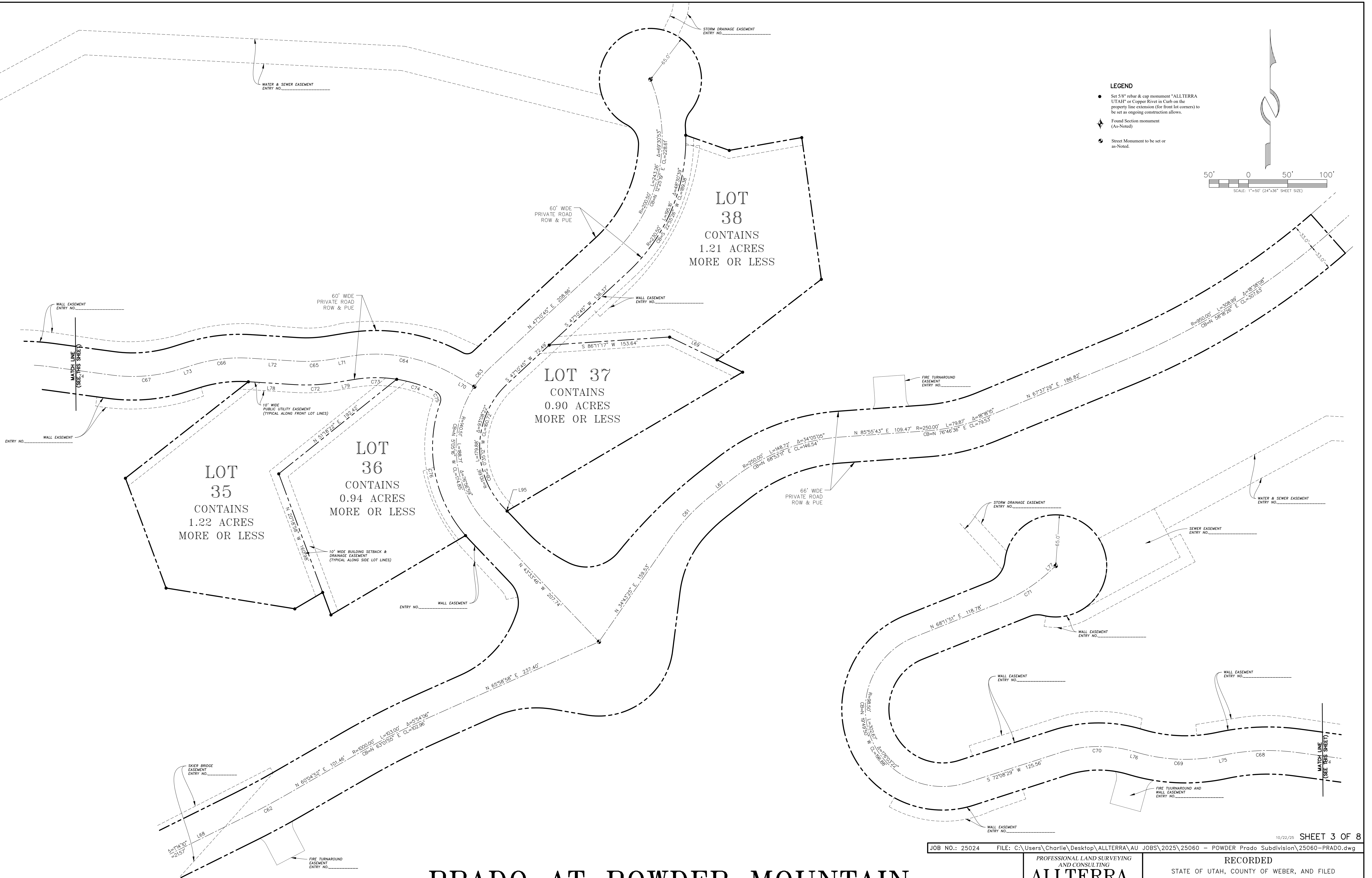
1. The real property ("Property") that is the subject of this Plat is subject to the First Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Powder Mountain ("Master Declaration") executed by Summit Mountain Holding Group, L.L.C. ("Master Developer") which was recorded in the Official Records of the Weber County Recorder on 03/21/2025, as Entry No. 3362096, as amended and as may be further modified from time to time. The Master Declaration sets forth the restrictions and general plan of improvements for the property described in the Master Declaration, including the Property.
2. Pursuant to the Master Declaration, Powder Haven Owners' Association, a Utah nonprofit corporation ("Community Association"), is responsible for maintaining all Common Area (as defined in the Master Declaration), if any, and shall have a perpetual non-exclusive easement over all of the lots created by this Plat (each, a "Lot") other property subject to the Master Declaration for such maintenance purposes, as further described in the Master Declaration.
3. Development of the Property is subject to and shall conform to the terms and provisions of the Weber County Zoning Development Agreement ("Master Development Agreement"), which was recorded in the Official Records of the Weber County Recorder on January 14, 2015, as Entry No. 2717835, as amended by First Amendment on July 12, 2019, as Entry No. 2990685, as amended by Second Amendment on November 30, 2022, as Entry No. 3265109, and as may be further modified from time to time.
4. No improvements may be made to any Lot without review and approval of (i) Prado Developer, LLC ("Declarant"), (ii) Master Developer, and (iii) the Community Association and the Architectural Review Committee (as defined in the Master Declaration), in accordance with the Master Declaration and the Design Standards and Guidelines (promulgated under the Master Declaration), which incorporate site and landscape requirements, architectural guidelines, as well as construction regulations.
5. All improvements on the Lots must comply with Weber County DRR-1 Zoning. In addition, all improvements must be constructed within the Building Envelope as defined in the Site Notebook as represented in the Design Standards and Guidelines for each Lot. The Design Standards and Guidelines provide additional restrictions within each Building Envelope on limits of construction and the building footprint. Development must adhere to the Master Declaration, Neighborhood Declaration (if any), Design Standards and Guidelines, Master Development Agreement, and Weber County Code.
6. Landscaping and irrigation on each Lot must comply with the Master Declaration, Design Standards and Guidelines, Powder Mountain Water and Sewer District's standards, and other applicable regulations.
7. The Property is subject to the rights of Master Developer as set forth in the Master Declaration. Master Developer retains the right to exercise any applicable rights provided for in the Master Declaration, including, without limitation, reserving and granting easements, reducing or relocating improvements within the community, adding additional facilities, and making other development decisions, as Master Developer may determine, in its sole discretion, and in accordance with applicable law.
8. The Lots are served by water and wastewater lateral lines. Each owner of a Lot shall be responsible for the maintenance and replacement of all water and sanitary sewer laterals serving a residence and other improvements on their Lot in accordance with the requirements of the Powder Mountain Water and Sewer Improvement District ("PMWSID"). Additionally, Lot owners are responsible to pay all PMWSID charges for connection to the system and non-connection standby fees for water and sewer services. PMWSID will own all common water and sewer mains and appurtenances within the Property outside of the Lots.
9. All utilities within Property must be placed underground within the public utility easements described on the Plat as "PUE." Declarant reserves the right to modify public utility easements to the actual width of installed utilities, subject to existing utility companies' rights. No above ground fuel/gas tanks are allowed within Lots or on the Property other than 20lb propane gas grill tanks. Permanent structures or obstructions are prohibited within any PUE without prior written approval from the relevant utility providers and the Declarant. Utility providers have the right to install, maintain, and access underground utilities and surface facilities, and may require removal of any obstructions, such as structures or vegetation, at a Lot owner's expense. Each Lot includes a 10-foot public utility easement along the front yard lines. Master Developer may grant additional utility easements as needed. This Plat also conveys a public utility easement to utility owners and/or operators in designated areas, in accordance with Utah Code Ann. § 54-3-27, for the purpose of installing, maintaining, and operating necessary utility facilities.
10. This Plat creates a separate legal parcel (shown hereon as Road Parcel A), which contains public utility easements. Road Parcel A will remain private and will be conveyed to, operated, maintained, and repaired by the Community Association for the use and benefit of its members, in accordance with the Master Declaration. The roads located within Road Parcel A may be relocated by the Master Developer as described in the Master Declaration and in accordance with applicable Weber County ordinances. This Plat does not grant the public any rights to use the roads located within the Plat or create obligations on Weber County to maintain or repair the roads. All use and maintenance of Road Parcel A will be governed by the terms and provisions of the Master Declaration, as applicable. Declarant reserves for itself and Master Developer a blanket easement and right of way over Road Parcel A and the Turnaround areas for constructing, maintaining, and operating tunnels, bridges, and/or ski lifts over and under the roads.
11. Declarant reserves the right unilaterally to amend the Plat without the consent or approval of the owners of the Lots, whether affected by such amendment or not, to satisfy governmental requirements, correct mistakes, remove or clarify ambiguities, or for other purposes, provided it does not materially adversely affect title, and such amendment complies with Weber County ordinances and Utah law. As further set forth in the Master Declaration, by accepting a Lot, each Lot owner irrevocably appoints Master Developer as its attorney-in-fact to realign and adjust boundary lines by amending the Plat or otherwise in accordance with law.
12. Declarant reserves for itself, its successors, assigns, Community Association, and Master Developer a blanket easement across all Lots and the remaining Property for constructing and maintaining hiking and biking trails ("Trail Easement"). Master Developer may designate, add to, delete, or modify the trails without amending this Plat as more fully described in the Master Declaration.
13. Declarant reserves for itself, its successors, assigns, Community Association, and Master Developer an easement across those portions of the Lots and the remaining Property not otherwise within a Building Envelope for constructing and maintaining ski trails and other ski improvements, and for skiers' ingress, egress, and recreational purposes over and across the Lots and other Property ("Ski Easement"). The Plat specifically identifies the location of an additional Recreation Easement. Master Developer may modify ski trails within the Ski Easement, including trails and improvements within the Recreation Easement, without amending this Plat as more fully described in the Master Declaration.
14. Declarant reserves for itself, its successors and assigns, and Master Developer, a temporary blanket easement across all Lots adjacent to a private road ("Slope Easement") as more fully described in the Master Declaration. Such Slope Easement is for the benefit of the Master Developer, its employees, and contractors, for the purpose of stabilizing, constructing cut slopes and fill slopes, and performing other construction and maintenance to prevent erosion along the private roads. The Slope Easement on each Lot shall automatically terminate at such time as a certificate of occupancy is issued for a residential building constructed on such Lot, at which time a substitute easement may be required by Weber County and/or Master Developer for ongoing maintenance and repair.
15. The Lots are in a ski resort area ("Ski Resort") where snowfalls, wind patterns, and other conditions could cause avalanches. No studies have been conducted to determine if any Lots are in avalanche zones. Certain Ski Resort areas may be subject to avalanche controls, potentially involving explosive charges and temporary closures. Declarant makes no representations as to Ski Resort operations or avalanche risks, and each owner should conduct independent studies before constructing any improvements on a Lot.
16. Declarant reserves for itself, its successors and assigns, Master Developer, and Community Association, a 10 foot snow storage easement ("Snow Storage Area") extending beyond and parallel to Road Parcel A, and measured perpendicular from front property line 10 feet into each Lot. Private roads within the Property generally have a 60-foot right-of-way, which provides approximately 14.5 feet between the back of the curb and the front property line of the Lots. The area within this right-of-way along with the Snow Storage Easement will be utilized for storing snow ("Snow Storage Area"). No person shall move snow from a Lot or private property and deposit it into the Snow Storage Area. Each Lot owner must designate a private snow storage area within their Lot to accommodate snow removed from surfaces on their Lot.
17. All Lot owners are responsible for managing stormwater runoff on their individual Lot and within their property.
18. Parking is prohibited on any private roads and County roads.
19. These Plat Notes run with the Property and shall be binding upon and inure to the benefit of the successors and assigns of each Lot owner.
20. Owners and potential buyers are put on notice that owning property within the resort area ("Resort") involves risks such as property damage, personal injury, and death caused by resort activities, including skiing, snowboarding, mountain biking, heavy equipment use, snowmaking, construction, and natural conditions like snowfall, wind, and runoff. Snowmaking may result in artificial snow overspray impacting the Lots. Resort operations may generate noise, lights, and vibrations from avalanche control, grooming, lift operations, and maintenance, which may occur during early morning, evening, and late-night hours. Special events like concerts, fireworks, and markets may affect views and privacy. Passenger, commercial, and construction vehicles operate throughout the area, and avalanches or snow slides may cause damage or injury. By accepting a deed or interest in any Lot, the owner, successors, and assigns: (a) acknowledges, accepts, and assumes the risks of property damage, loss of property value, damage to improvements, personal injury, death, trespass, or nuisance caused by or arising from the hazards and risks identified in this note, and other risks associated with Resort operations (collectively, the "Assumed Risks"); and (b) releases, waives, discharges, and agrees not to sue the Resort owner, operator, and their respective officers, directors, partners, shareholders, members, affiliates, employees, contractors, consultants, agents, successors, and assigns for any damages, losses, costs (including attorneys' fees), claims, demands, suits, judgments, or liabilities arising from the Assumed Risks, except in cases of gross negligence or willful misconduct. This release is intended to be comprehensive, while complying with applicable law, and does not limit the liability of individual skiers, snowboarders, or other Resort users.

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PROFESSIONAL LAND SURVEYING
AND CONSULTING
ALLTERRA
UTAH, LLC
435-640-4700

RECORDED
STATE OF UTAH, COUNTY OF WEBER, AND FILED
AT THE REQUEST OF _____

FEE WEBER COUNTY RECORDER BOOK PAGE



PRADO AT POWDER MOUNTAIN

LOCATED IN SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST,
SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH

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PROFESSIONAL LAND SURVEYING
AND CONSULTING
ALLTERRA
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AT THE REQUEST OF _____
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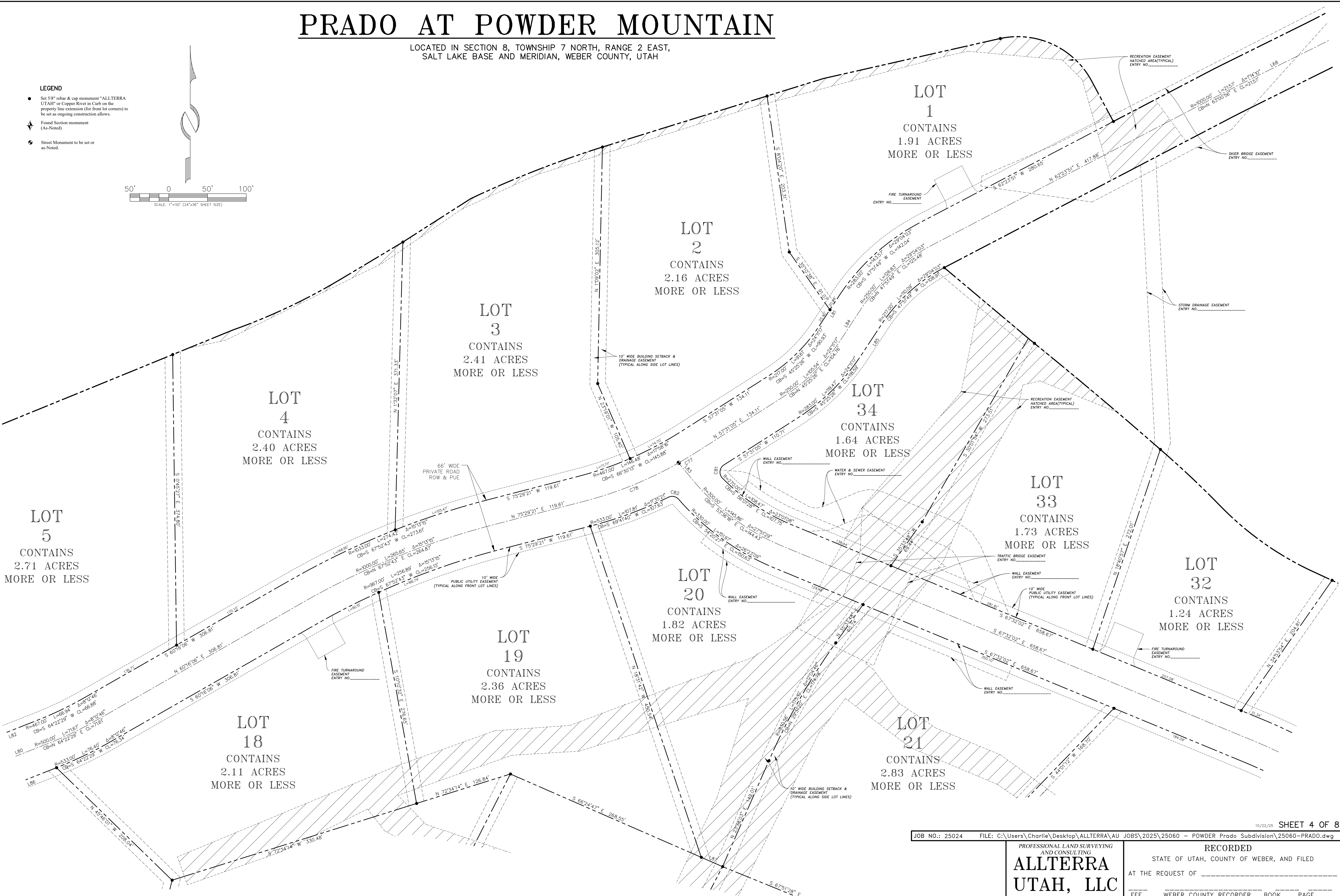
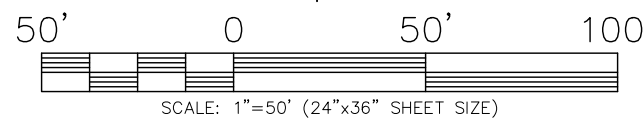
10/22/25 SHEET 3 OF 8

PRADO AT POWDER MOUNTAIN

LOCATED IN SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST,
SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH

LEGEND

- Set 5/8" rebar & cap monument "ALLTERRA UTAH" or Copper River in Curb on the property line extension (for front lot corners) to be set as ongoing construction allows.
- Found Section monument (As-Noted)
- Street Monument to be set or as-Noted.



10/22/25 SHEET 4 OF 8

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PROFESSIONAL LAND SURVEYING
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ALLTERRA
UTAH, LLC
435-640-4200
435-640-4200

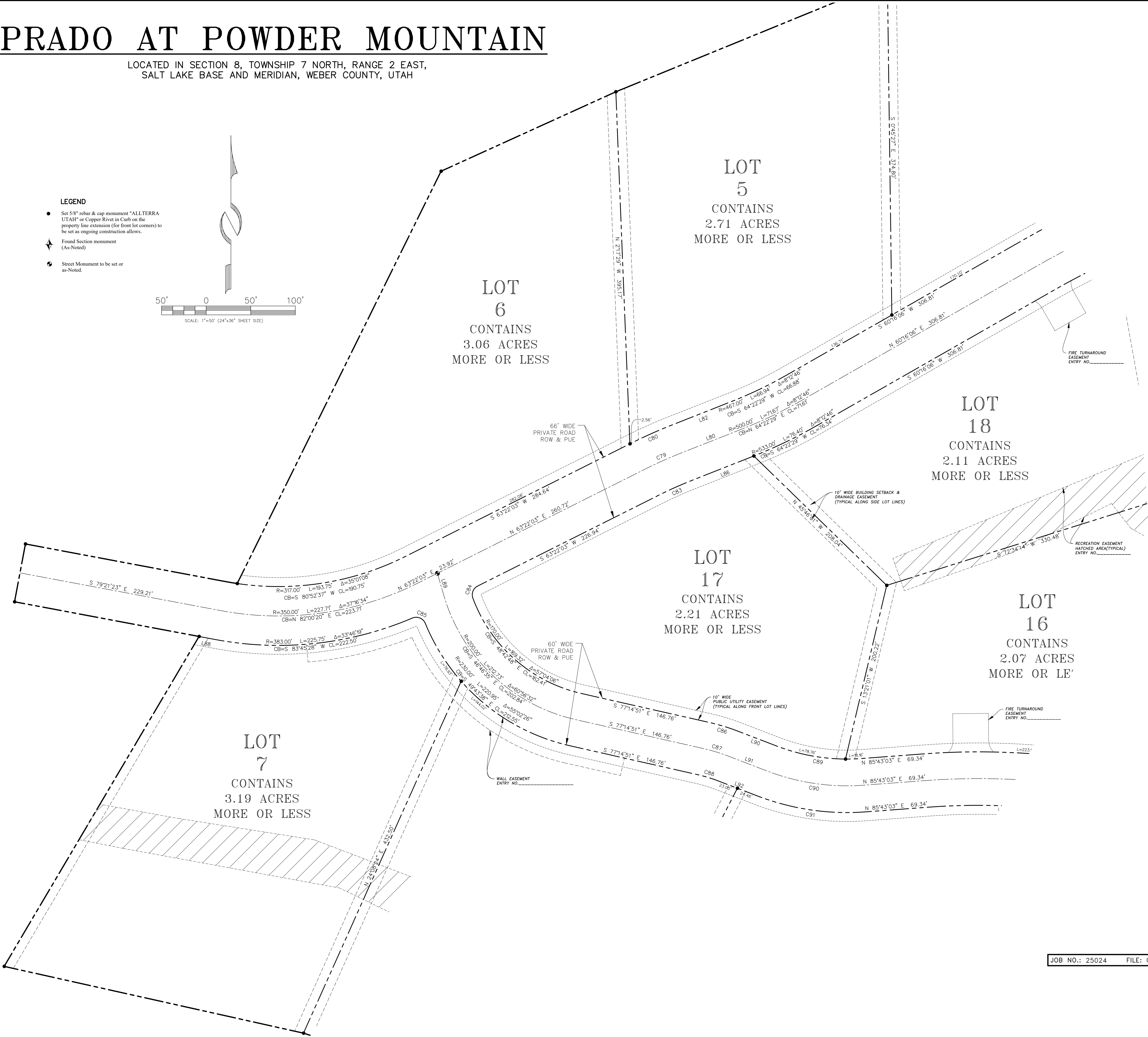
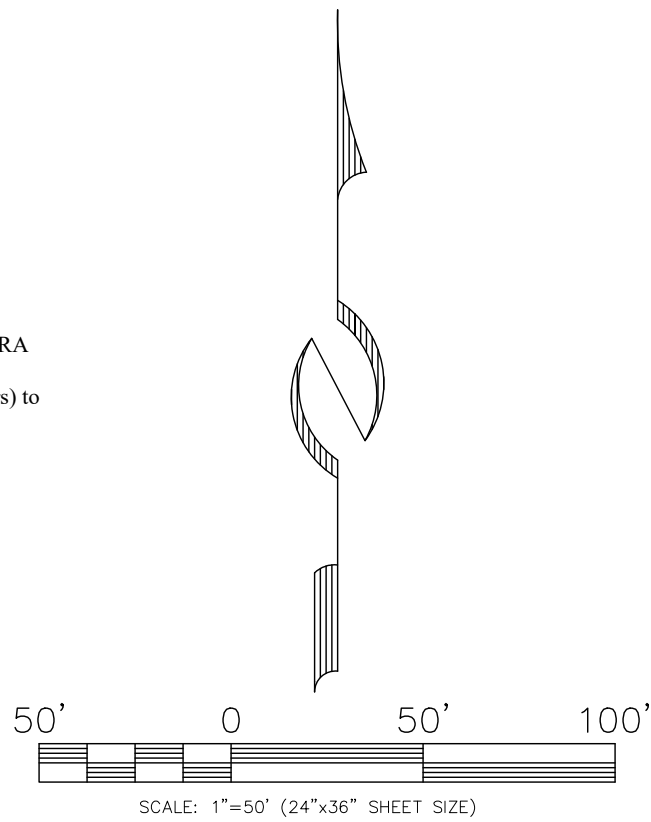
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AT THE REQUEST OF _____
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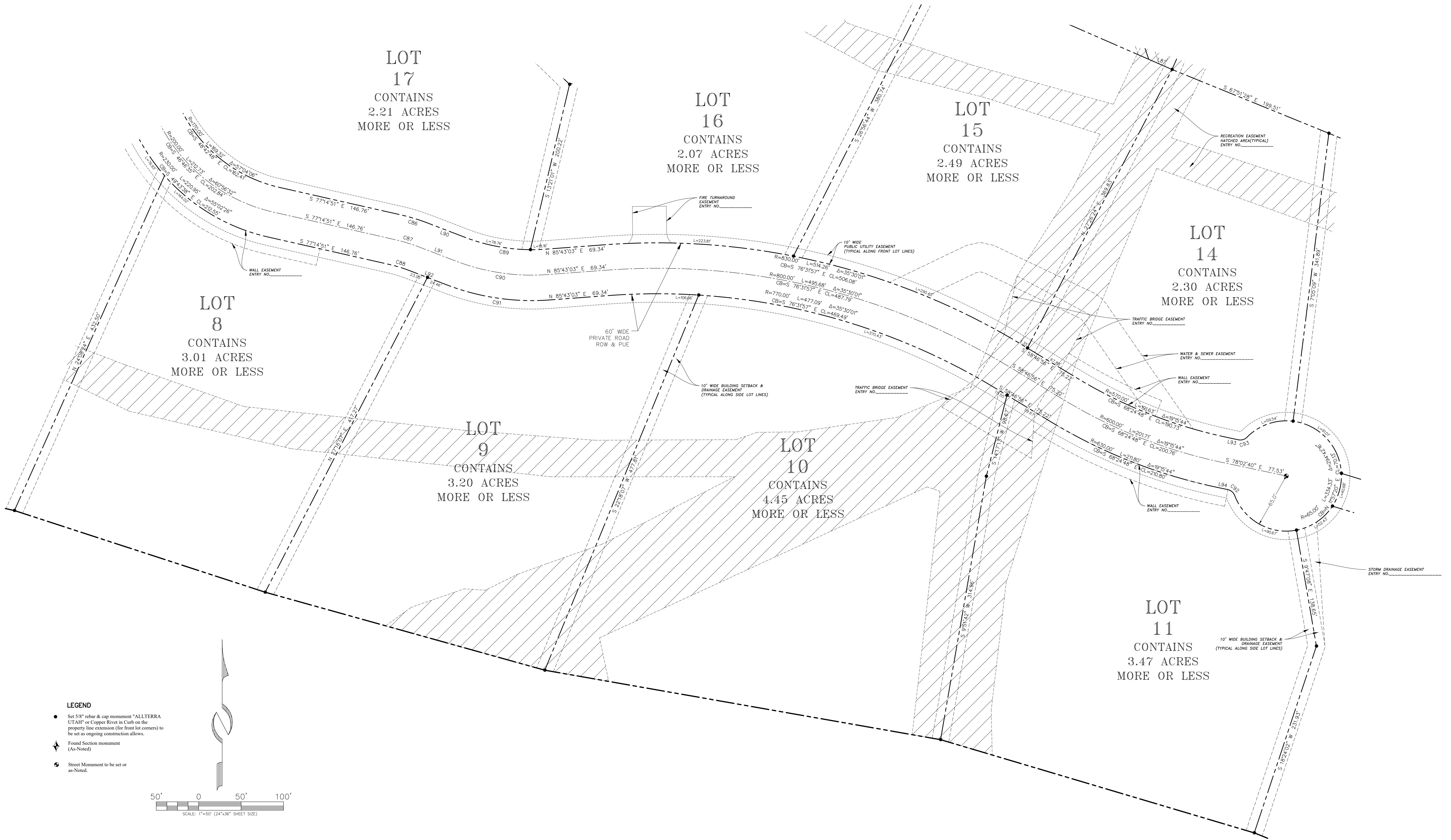
PRADO AT POWDER MOUNTAIN

LOCATED IN SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST,
SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH

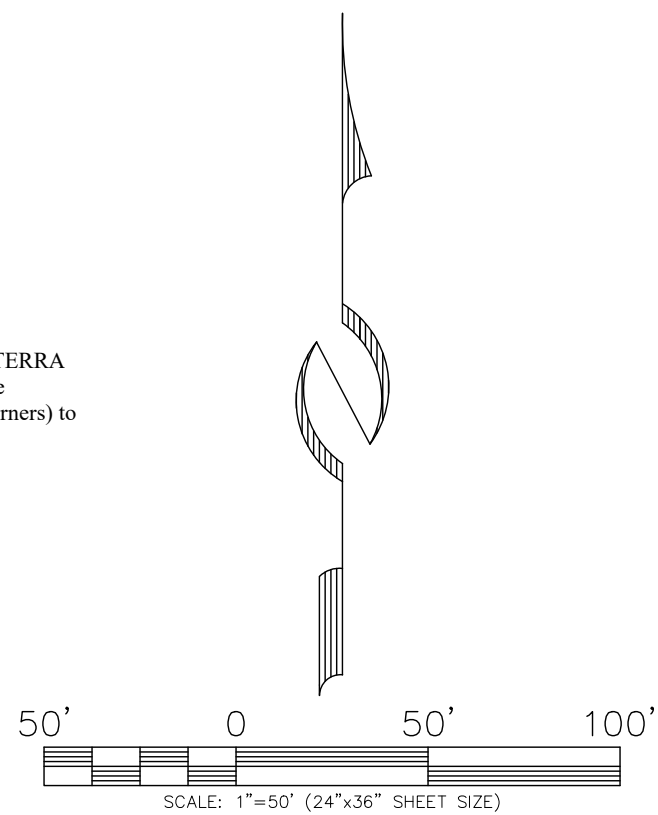
LEGEND

- Set 5/8" rebar & cap monument "ALLTERRA UTAH" or Copper River in Curb on the property line extension (for front lot corners) to be set as ongoing construction allows.
- Found Section monument (As-Noted)
- Street Monument to be set or as-Noted.





- LEGEND
- Set 5/8" rebar & cap monument "ALLTERRA UTAH" or Copper Rivet in Curb on the property line extension (for front lot corners) to be set as ongoing construction allows.
 - Found Section monument (As-Noted)
 - Street Monument to be set or as-Noted.



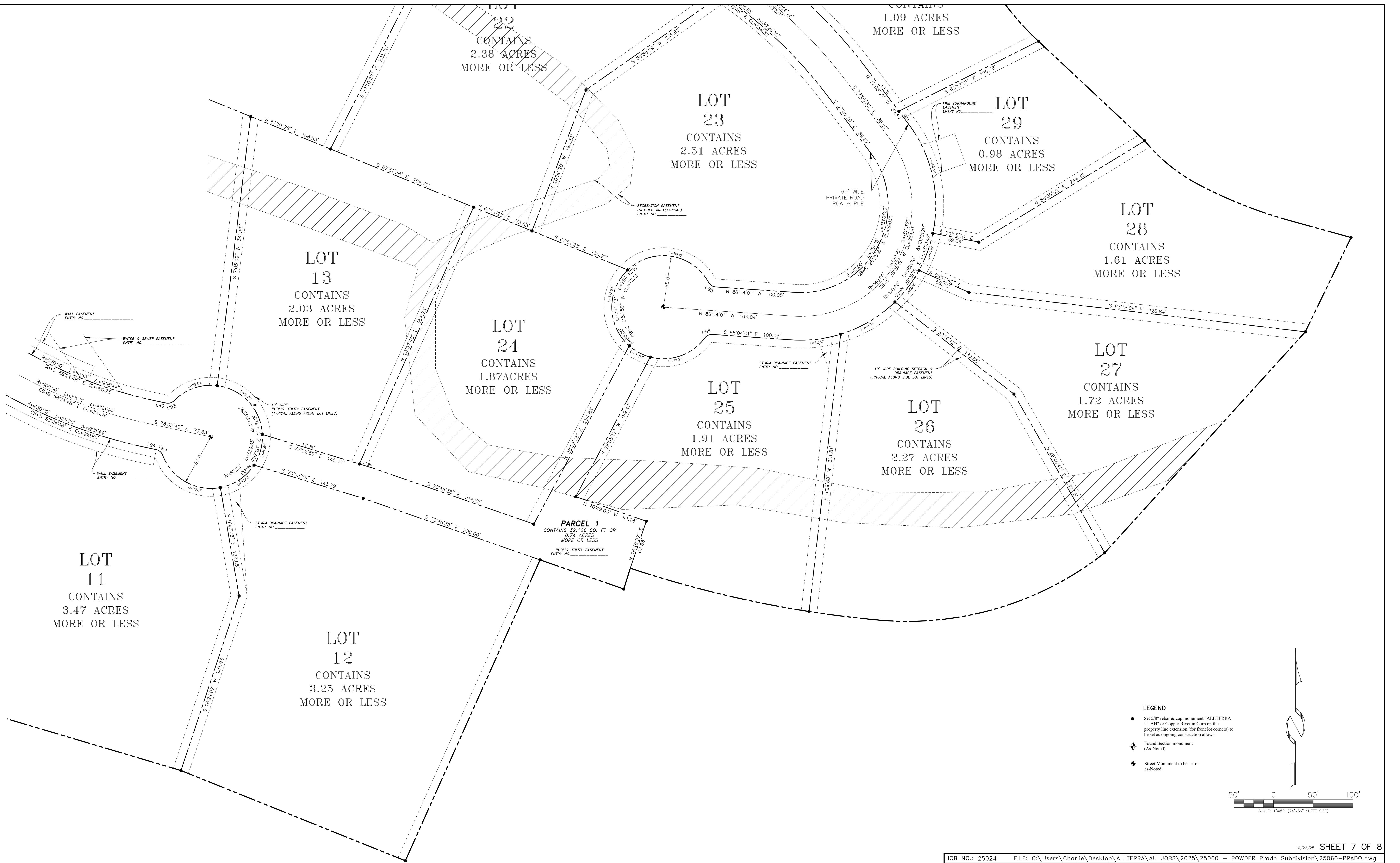
PRADO AT POWDER MOUNTAIN

LOCATED IN SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST,
SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH

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AT THE REQUEST OF _____
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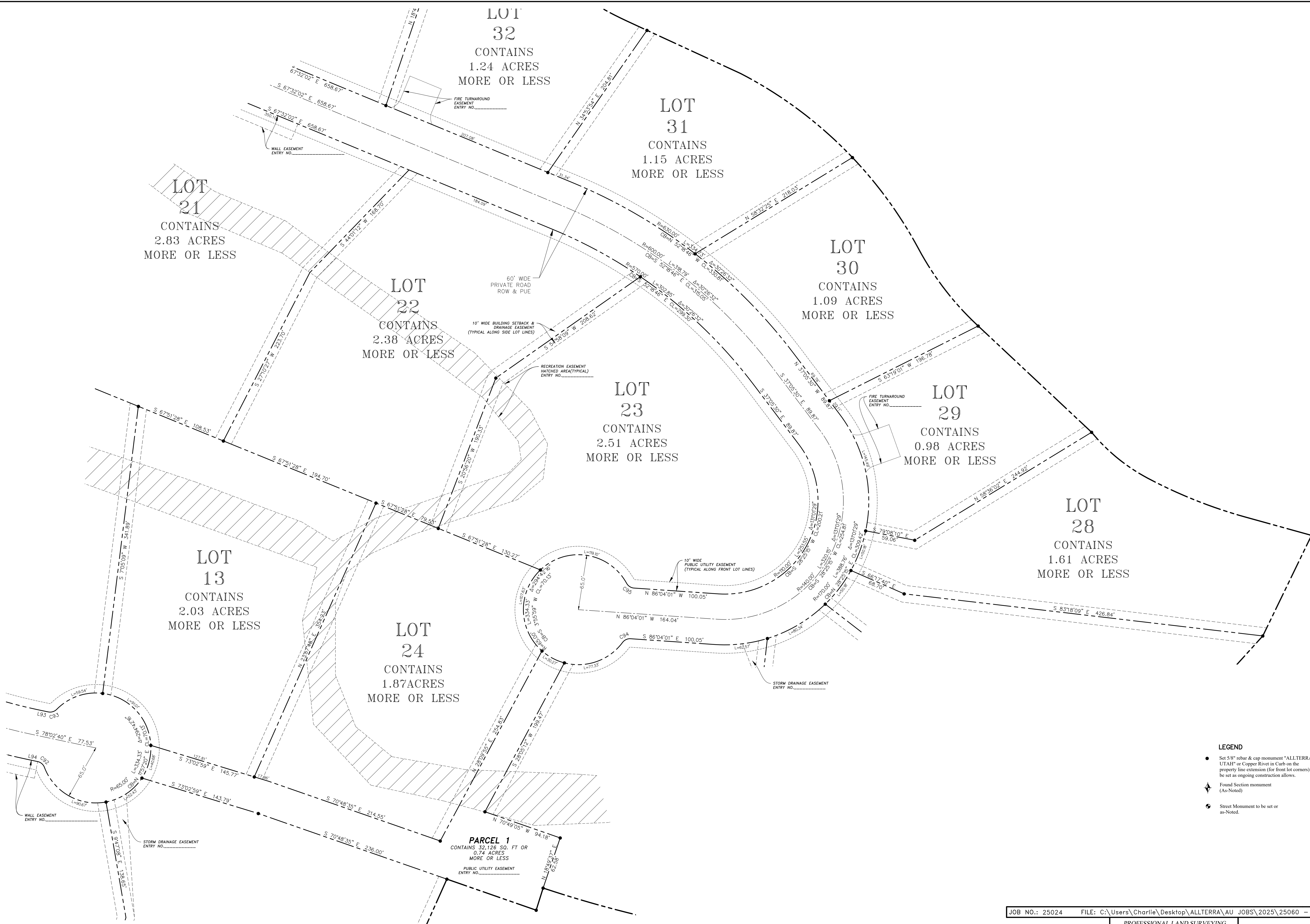
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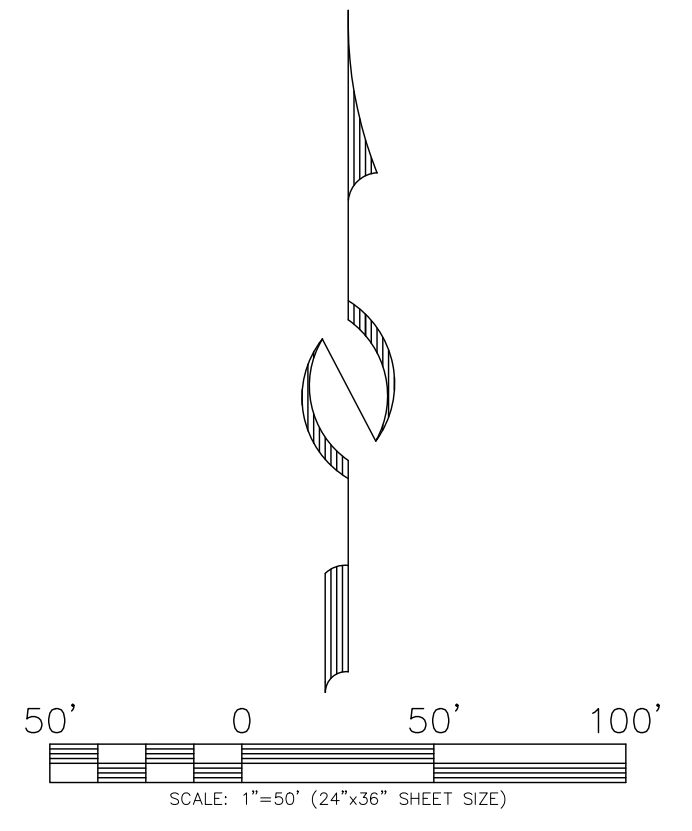
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PROFESSIONAL LAND SURVEYING
AND CONSULTING
ALLTERRA
UTAH, LLC

RECORDED
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- LEGEND**
- Set 5/8" rebar & cap monument "ALLTERRA UTAH" or Copper Rivet in Curb on the property line extension (for front lot corners) to be set as ongoing construction allows.
 - ◆ Found Section monument (As-Noted)
 - ⊙ Street Monument to be set or as-Noted.



PRADO AT POWDER MOUNTAIN

LOCATED IN SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST,
SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH

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PROFESSIONAL LAND SURVEYING AND CONSULTING		RECORDED	
ALLTERRA UTAH, LLC		STATE OF UTAH, COUNTY OF WEBER, AND FILED	
		AT THE REQUEST OF _____	
FEE	WEBER COUNTY RECORDER	BOOK	PAGE



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 29-NOV-12 1131 AM FEE \$0.00 DEP SGC
 REC FOR: WEBER COUNTY PLANNING

**WEBER COUNTY
 ZONING DEVELOPMENT AGREEMENT**

PARTIES: The parties to this Zoning Development Agreement ("Agreement") are Western America Holding, LLC, a Utah limited liability company and owner of the property commonly known as Powder Mountain (herein "Developer") and Weber County, a body politic in the State of Utah (herein "County"). The Developer and the County are collectively referred to herein as the "Parties."

EFFECTIVE DATE: The effective date of this Agreement will be the date that rezoning approval is granted as outlined below by the Weber County Commission ("Commission").

RECITALS

WHEREAS, the Developer seeks to rezone certain property located within the Ogden Valley Township of unincorporated Weber County, Utah from Forest Residential-3 (FR-3), Forest Valley-3 (FV-3), Commercial Valley Resort Recreation-1 (CVR-1) and Forest-40 (F-40) to Forest Valley-3 (FV-3), Commercial Valley Resort Recreation-1 (CVR-1) and Forest-40 (F-40) for the general purpose of developing a year round destination resort upon property that consists of approximately 4,297 acres and is more particularly described in Exhibit A attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, the County seeks to promote the health, welfare, safety, convenience and economic prosperity of the inhabitants of the County through the establishment and administration of zoning regulations concerning the use and development of land in the unincorporated area of the County as a means of implementing the General Plan as adopted for all or part of the County; and

WHEREAS, the Developer has requested that the above referenced Property be rezoned for the purposes of allowing him or his designees to develop the Property in a manner that has been presented to the County and that is represented in the Concept Development Plan shown in Exhibit B; and

WHEREAS, the Developer considers it to his advantage and benefit for the County to review his petition and supplementary information having prior knowledge of the development, so as to more completely assess its compatibility with applicable zoning ordinances, the County's General Plan, the surrounding area, and those uses that exist on the lands surrounding the property; and

WHEREAS, the County is desirous of rezoning the property for the purpose of developing it in the manner presented, but the County does not feel that the property should be rezoned unless the proposed development, is commenced as soon as conditions allow and completion is pursued in good faith; and

WHEREAS, the Parties entered into a binding Memorandum of Understanding (MOU) on June 1, 2010 to facilitate the completion of the Development Agreement and specified various issues; and

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WHEREAS, the Parties are desirous that certain litigation (Appellate Case No.20090897) which is presently pending before the Utah Supreme Court relating to the incorporation of the Town of Powder Mountain be dismissed and the Incorporation Petition be withdrawn; and

NOW THEREFORE, for good and valuable consideration in receipt of which is hereby acknowledged and accepted by both Parties, the Parties hereto mutually agree and covenant as follows:

AGREEMENT

1. General

- 1.1. Upon the Effective Date of this Agreement, the Parties shall cause the dismissal of (Appellate Case No.20090897) and the Developer shall immediately cause the Incorporation Petition to be withdrawn.
- 1.2. The County shall rezone the Property described in Exhibit A from Forest Residential-3 (FR-3), Forest Valley-3 (FV-3), Commercial Valley Resort Recreation-1 (CVR-1) and Forest-40 (F-40) to Forest Valley-3 (FV-3), Commercial Valley Resort Recreation-1 (CVR-1) and Forest-40 (F-40), as shown on the proposed zoning map attached as Exhibit C, for the purpose of allowing the Developer to construct his conceptually pre-designed project on the subject Property.
- 1.3. The responsibilities and commitments of the Developer and the County, as detailed in this document when executed, shall constitute a covenant and restriction that shall run with the land and be binding upon the Developer, his assigns and/or his successors in interest.
- 1.4. The provisions of this Agreement shall supersede the MOU.
- 1.5. Both Parties acknowledge that this Agreement will be recorded in the Office of the Weber County Recorder, and recognize the advantageous nature of this Agreement which provides for the accrual of benefits and protection of interests to both Parties.
- 1.6. This Agreement constitutes the entire Agreement between the Parties; however, the Parties acknowledge that an official, recorded copy of the Powder Mountain Rezone Application will be kept in the Weber County Clerk/Auditors Office and the Planning Division Office for reference purposes. The Parties may consider amendments or modifications to the provisions of this Agreement and/or the Concept Development Plan only by written instrument and only upon agreement by both Parties. In the event that an amendment to the Concept Development Plan is sought, it may only be made after considering the recommendation of the County Planning Commission which may hold a public hearing to obtain public input on the proposed amendment or modification of the Concept Development Plan.
- 1.7. This Agreement with any amendments or modifications shall be in full force and effect according to this approved Agreement until the property covered herein has been reverted to its former zone designation as a result of default.
- 1.8. Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law.

2. Health and Safety

- 2.1. Developer shall address site specific avalanche hazards at the site plan level of approvals for development.
- 2.2. The Developer is committed to utilizing efficient low-emission fireplaces in future development on the Property, including but not limited to, natural gas, liquid propane and high efficiency wood burning systems. The Developer will work with the County to facilitate these uses, but the Developer shall not be prohibited from utilizing traditional log-burning fireplaces on a limited basis in lodges, hotels, corporate retreats, commercial areas and single-family homes, provided however Developer shall comply with all federal, state and local regulations.
- 2.3. The Developer shall provide a facility for the Weber County Sheriff's Office including but not limited to office space, equipment storage, and a holding cell. The facility design/floor plan shall be approved by the Weber County Sheriff's Office and shall be provided at a time that is deemed necessary and practical by the same. The facility may be integrated with other County services and is anticipated to be built when the existing main parking lot and main lodge area are redeveloped into a mixed use village.
- 2.4. The Developer shall seek input from the U.S. Forest Service to develop and implement a wildfire prevention, evacuation and suppression plan for the Project. Developer shall address phase and site specific wildfire hazards and management plans at the time of and within all development review applications.
- 2.5. Developer agrees to follow the recommendations of the State of Utah Department of Environmental Quality and Utah Geological Survey as outlined in letters dated October 12, 2007 and September 18, 2007 respectively.

3. Destination and Recreation Resort Zone (DRR-1)

- 3.1. The County has enacted the Destination and Recreation Resort (DRR-1) Zone. Provisions were made to allow previously approved master planned resorts that meet the requirements of Section 44-3.b of the Zoning Ordinance to be rezoned to the DRR-1 zone. The Parties agree that should the Developer choose to make application to rezone to DRR-1 the Resort shall retain the density and other development rights listed in Section 6 of this Agreement, provided that the Resort can meet all other requirements of Chapter 44 of the Zoning Ordinance including demonstrating "a substantial public benefit while exhibiting an exceptional vision and development plan superior to that allowed by current or conventional zoning."
- 3.2. If the Developer chooses to make application for a rezone to the DRR-1 Zone, the Developer will comply with the requirements of the Weber County Zoning Ordinance 35-4.3 (Destination and Recreation Resort Zone Supplementary Requirements) and 44 (Ogden Valley Destination and Recreation Resort Zone DRR-1). A new development agreement would be approved as part of any DRR-1 rezone approval.

4. Concept Development Plan

- 4.1. Consistent with the MOU and this Agreement, which supersedes the MOU, Weber County adopts the Concept Development Plan found in Exhibit B including the Conceptual Phase 1 Land Use Plan. Further, consistent with the recommended rezone

conditions by the Ogden Valley Township Planning Commission, it is recognized that the Concept Development Plan may need to be amended as found in section 1.6.

- 4.2. Weber County shall retain the right to approve or deny more specific/detailed conceptual development plans, provided however, that Weber County shall approve more detailed concept development plans consistent with the current Concept Development Plan and with the regulations of the applicable zones approved herewith. The more specific/detailed concept development plans shall be approved prior to or in conjunction with the first application for site plan/subdivision approval within each development area/phase. Weber County will allow the submittal of a conditional use, design review, and subdivision application for the first development phase, which is included as part of Exhibit B, and which is hereby determined to be consistent with the Concept Development Plan and which may include amenities consistent with the operations of a ski resort to proceed prior to submittal of a rezone application for the DRR-1 Zone. The Developer shall submit a rezone application for the DRR-1 Zone prior to any development beyond the first 250 units.
- 4.3. The Parties recognize the benefits of minimizing road miles, and road widths to protect the natural habitat and they further recognize the benefit of clustering development. The Developer agrees as part of the amendment process to the Concept Development Plan to a design that minimizes road miles, road widths and encourages clustering.
5. Development
 - 5.1. Developer shall develop the subject property based upon the approved Concept Development Plan (Exhibit B). The Concept Development Plan may be refined and modified but the general concept of the plans will not be changed without prior formal approval of the County.
 - 5.2. Developer agrees that development, consistent with the Concept Development Plan approved as part of this Agreement and more particularly illustrated in Exhibit B, will be subject to and part of a more specific and more detailed subdivision and/or plan review. Development inconsistent with the Concept Development Plan will not be approved.
 - 5.3. The County will review more detailed development plans and will approve/issue Land Use, Conditional Use, and Building Permits based on compliance with applicable standards found in State Law, the Weber County Zoning Ordinance, Building Code and/or Health Regulations.
 - 5.4. Developer shall incorporate principles of sustainability into the development when practical and feasible. Developer shall demonstrate practicality and feasibility at the time of and within all development review applications.
 - 5.5. Developer shall consider comments made by the State of Utah Division of Wildlife Resources (DWR) at the site plan level of approvals for development per the existing Resource Development Coordinating Committee (RDCC) process including trails and wildlife buffers. DWR comments, eligible for consideration, shall be those submitted prior to a Planning Commission meeting where the related application is being considered for the first time. Reasonable and customary wildlife buffers will be part of the Developer submittals for design review/subdivision applications.

- 5.6. The Developer shall agree to propose a Recreation Facilities Plan as part of any DRR-1 rezone application. The Recreation Facilities Plan shall provide that recreation amenities will be provided commensurate with the level of residential development and consistent with the Recreation Facilities Plan. Two years after any development commences, the Developer shall provide a biennial report to the Planning Division Staff that inventories all existing (constructed) recreation facilities and commercial/residential units to date. The inventory shall include, but not be limited to, the number, type and general location of facilities/units. Recreational facilities and commercial units shall be represented in terms of acreage or square footage, whichever is more appropriate. General location(s) shall be provided in terms of development area as illustrated on the Concept Development Plan. (See Exhibit B)
- 5.7. In connection with the development, the Developer or its successors in interest shall make the following donations to the County, which sums shall be used solely for the benefit of the local community by purchasing and maintaining open lands or other community projects, as determined by the County: i) upon completion and sale of the 1st unit, the Developer or its successors in interest shall donate \$100,000; ii) upon completion and sale of the 100th unit, the Developer or its successors in interest shall donate \$100,000; iii) upon completion and sale of the 1,000th unit, the Developer or its successors in interest shall donate \$350,000; (iv) upon completion and sale of the 2,000th unit, the Developer or its successors in interest shall donate \$500,000; and (v) upon completion and sale of the 2,800th unit, the Developer or its successors in interest shall donate \$500,000. In the event that Developer establishes permanent open space, public use space, conservation areas or similar community benefits within Powder Mountain or the surrounding area the County will consider applying the value of the land and improvements included in such community benefits as a credit against the amounts to be donated by Developer at the time of the sale of the 1,000th unit and thereafter, as set forth above. Failure of the Developer to pay the required donations, in cash or community benefits acceptable to the County, in accordance with the above schedule will be deemed to be sufficient reason for County to deny additional building permits until the donation is received.
- 5.8. Developer agrees that a minimum of 30% of the total proposed project's gross acreage shall be permanently preserved as open space in any development application/plans for any improvements within the project. Open space within the Property is intended to provide and reserve suitable area for active and passive recreation. No dwelling units may be constructed within the open space area. Typical permitted uses within the Project's open space shall include parks, trails, natural unimproved landscaping, skiing and winter sports, golf, play fields, bathrooms and kiosks, snow safety and skier service facilities, and other support recreation activities. If Developer proceeds to submit an application for DRR-1 rezone then section 44-2 (9) Open Space shall apply.
- 5.9. The Parties agree to allow golf course development to one 18 hole golf course that will substantially preserve the natural landscape characteristics by incorporating a design type that utilizes native vegetation and limits large formal turf landscapes.
- 5.10. Developer agrees that all construction will utilize best management practices. Final site plan applications made to Weber County shall be accompanied by a summary of the best management practices being utilized.

6. Density

- 6.1 Residential density shall not exceed 2,800 units. The number of units will be applied in two density phases. Multiple development phases are anticipated within each density phase.
- 6.2 The Developer shall be entitled to the following density on the following terms and conditions: Phase 1 Density: 1,477 units which may include condominiums, single family lots and homes, hotels, and corporate retreats. Hotel rooms shall count as the equivalent of one-third $\frac{1}{3}$ of a single family dwelling unit. In other words, a 100 unit hotel would count as 33 units. Condominium units containing lock out rooms that can be separately rented shall be counted as one unit (including the lock out rooms). Commercial development is not included in the unit density number. Following the construction of the first 250 units by the Developer, recreational and commercial uses shall be developed as needed to support the resort. Attached is Table 6.2 that sets forth a summary of the approved Phase 1 Density. Any allowed density that is not used in Phase 1 may be used in later phases of development.

TABLE 6.2 – PHASE 1 DENSITY AND DESCRIPTION	
Type of Use	Density Equivalent
Single-Family Dwelling	1 unit
Multifamily Dwelling	1 unit per dwelling unit
Hotel Room	.33 unit
Commercial Square Footage	N/A. Does not count toward unit density. See Total Project Density below.
Corporate Retreats	N/A. Does not count toward unit density. Max 3 corporate retreats with a combined number of rooms not to exceed 36 for Project unless traded per Section 6.4. Each room after 36 counts as .3 unit.
TOTAL PHASE 1 DENSITY PERMITTED:	1,477 residential units
Workforce housing units shall not be counted toward density of the Project regardless of where it is located, as provided by, and subject to the limitations of, the DRR-1 zoning ordinance.	

- 6.3 Phase 2 Density. Upon meeting the requirements specified in 6.2 above and the conditions and benchmarks specified in this Agreement, the Developer shall be entitled to proceed with Phase 2 Density, an additional 1,323 units, which shall include single family dwelling units, multi-family dwelling units, condominiums, and hotel rooms among other uses. Hotels and lock out rooms, shall count as described in 6.3. Attached is Table 6.3 that sets forth the approved Phase 2 Density.

TABLE 6.3 – PHASE 2 DENSITY AND DESCRIPTION	
Type of Use	Density Equivalent
Single-Family Dwelling	1 unit
Multifamily Dwelling	1 unit
Hotel Room	.33 unit

Commercial Square Footage	N/A. Does not count toward unit density. See Total Project Density below.
Corporate Retreats	N/A. Does not count toward unit density. Max 3 corporate retreats with a combined number of rooms not to exceed 36 for Project unless traded per Section 6.4. Each room after 36 counts as .3 unit.
TOTAL PHASE 2 DENSITY PERMITTED:	1,323 residential units
TOTAL PROJECT DENSITY PERMITTED: 2,800 residential units Workforce housing units shall not be counted toward density of the Project regardless of where it is located, as provided by, and subject to the limitations of, the DRR-1 zoning ordinance.	

- 6.4 The first 36 corporate retreat rooms shall not count against the Project's density entitlement. Additional corporate retreats may be added, however, such additional corporate retreat rooms will count towards the density limitations and each corporate retreat room shall count as .3 unit for density purposes.
- 6.5 A Workforce Housing Plan shall be presented and reviewed and a recommendation made by the Planning Commission and approved by the County Commission as part of any request for change in the concept development plan for the Project after the first 250 units, or as part of a rezone application to DRR-1. This plan shall comply with the requirements set forth in Section 44-7 of the DRR-1 Zone. The Workforce Housing Units shall be in addition to the allowed density limitations set forth in Section 6.1, as provided by, and subject to the limitations of, the DRR-1 zoning ordinance.
- 6.6 After development of the first 250 units, the Developer shall evaluate the wastewater treatment facility capacity in relation to the timing for future demand and submit to the County a plan for wastewater treatment beyond the first 250 units. Subject to compliance with applicable federal, state and local regulations, Developer may provide for wastewater treatment through: (i) continuation of the use of existing permitted wastewater treatment facilities for some period of time, (ii) expansion of the existing treatment facility or construction of a new wastewater treatment facility approved by Utah DEQ/DWQ within the resort boundary, (iii) negotiation of a wastewater treatment and reuse agreement with an existing wastewater treatment facility, or (iv) identify an alternative site suitable for a new wastewater treatment facility. In the event that a new treatment facility is constructed within the resort boundary, such facility shall be approved by Utah DEQ and the County Health Department to provide a level of effluent quality that will allow the re-use of treated water for snowmaking, aquifer recharge, and irrigation of fields, forests, golf course and/or landscaping. The total number of dwellings and supporting buildings shall be limited by the provision of the necessary water, sewer and other utility infrastructure to support such development. No development shall be allowed unless Developer demonstrates the ability to provide water, sewer and other necessary infrastructure in accordance with state laws, rules and regulations and county ordinances.

7. Traffic Mitigation

- 7.1. Upon the completion of Phase 1, County shall issue a scoping letter and the Developer shall pay for a traffic safety/impact study by an entity acceptable to the Parties (the "Traffic Study" or "Study"). The Study shall address the existing access road for the Property and shall make recommendations for improvements to the existing access road and related safety issues, including but not limited to guard rails, additional signage, flashing lights in dangerous areas, and runaway ramps. The Parties shall forward the Study to the Utah Department of Transportation ("UDOT") and actively seek UDOT's implementation of the Study's recommendations. The study shall also determine whether a secondary access is necessary for emergency purposes and/or general use and provide cost estimates for both improvements to the "Powder Mountain Road" and the secondary access.
- 7.2. The Developer shall present a transit plan with an implementation methodology that may include but not be limited to:
 - A. Airport shuttle.
 - B. Complimentary on and offsite transit service.
 - C. Park and Ride provided in Ogden City or other approved Wasatch Front location.
 - D. Mandatory employee shuttle originating from Wasatch Front.
 This Plan is to be presented and approved prior to or in conjunction with any site plan/subdivision submittal.
- 7.3. Developer agrees that air transportation into the Resort and Resort air operations will comply with the standards and requirements for heliports in the Ogden Valley. Heliports are allowed only in the DRR-1 and F-40 Zones, subject to applicable standards and requirements. "Resort air operations" refers to those aerial operations vital to construction and management of the resort, i.e., lift installation and avalanche control.
- 7.4. The Parties will work together collectively and with local residents to set reasonable limitations on construction traffic to provide a safe working environment on the existing access road and surrounding roads. These limitations will be presented to the Planning Commission for approval prior to or in conjunction with any site plan/subdivision submittal. Developer shall make reasonable accommodations to ease construction traffic, such as placing staging areas in appropriate areas and providing lower level parking areas and shuttles for construction workers.

8. Reinvestment Fee Covenant

- 8.1. Developer shall adopt and record a reinvestment fee covenant that complies with the requirements of the Utah State Code for such covenants.

9. Default and Enforcement

- 9.1. The Developer acknowledges that the County's granting of this rezoning outlined herein is contingent upon the Developer proceeding expeditiously with the implementation of its development plan. The County acknowledges that the development of the Property will occur in phases over an extended period of time. Nevertheless, in the event that the Developer does not begin construction of its first phase of improvements within three years following the Effective Date, as evidenced by Developer submitting a complete building permit application and paying all applicable fees for the construction of any

portion of the Phase 1 improvements, the County shall have the right to process a rezone of the Property to reinstate the zoning classifications of the Property to those that existed immediately prior to the Effective Date.

- 9.2. The following conditions, occurrences and/or actions will constitute a default by the Developer, his assigns and/or his successors in interest:
 - 9.2.1. The failure of the Developer to dismiss (Appellate Case No.20090897) and withdraw the Incorporation Petition within thirty (30) days following the Effective Date of this Agreement.
 - 9.2.2. Failure to present a detailed development plan, gain County approval and obtain Land Use/Conditional Use and Building Permits and commence construction within the manner of time specified in Section 9.1 of this Agreement.
- 9.3. In the event that any of the conditions constituting default, by the Developer (including his assigns or successors in interest) occur, the County may examine the reasons for the default and at its discretion, modify the terms of this Agreement, approve a change to the Concept Development Plan or initiate steps to revert the zoning designation to its former zones.
- 9.4. In the event that legal action is required in order to enforce the terms of this Agreement, the prevailing party shall be entitled to receive reimbursement, from the faulting party, for attorney's fees and other associated costs incurred while enforcing this Agreement.
- 9.5. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned or transferred to any other party, individual or entity without assigning also the responsibilities arising hereunder.
- 9.6. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid the remainder of the Agreement shall remain in full force.
- 9.7. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the Parties hereto nor any rights or benefits to third parties, except as expressly provided herein.
- 9.8. This Agreement contains the entire Agreement between the Parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the Parties hereto.
- 9.9. The Exhibits to the Agreement are incorporated herein by the reference to them in the Agreement.
- 9.10. Any notices, requests, or demands required or desired to be given hereunder shall be in writing and shall be delivered personally to the party for whom intended, or, if mailed be certified mail, return receipt requested, postage prepaid to the Parties as follows:

For Western America Holding:
 Pronaia Capital Partners LTD
 PMB#449
 2753 E. Broadway Rd. Ste. 101
 Mesa, AZ 85204-1573

For Weber County:
Weber County Planning Division
2380 Washington Blvd., Suite 240
Ogden, UT 84401

Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

10. Exhibits

- A. Property Description
- B. Concept Development Plan and Conceptual Phase 1 Land Use Plan
- C. Proposed Zoning Map

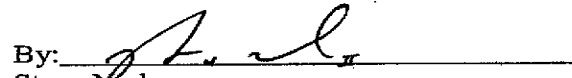
IN WITNESS WHEREOF, the Parties hereto, having been duly authorized, have executed this Agreement to be effective upon date of approval.

Approved by the Parties herein undersigned this 13 day of November, 2012


Weber County Corporation
"County"

By: 
Craig L. Dearden
Chair, Weber County Commission

Western America Holding, LLC
"Developer"

By: 
Steve Nielsen
Representative, Western America Holding, LLC

ATTEST:


Ricky D. Hatch, CPA
Weber County Clerk/Auditor

CORPORATE ACKNOWLEDGMENT

State of Utah, AZ)
)ss
 County of Weber Maricopa)

On this 28th day of November, in the year 2012, before me, H. Dennis Pierce
 a Notary Public in and for the State, personally appeared, Steve Nielsen proved, on the
 basis of satisfactory evidence, to be the Representative of Western America Holding, LLC
 corporation which executed the foregoing instrument, and that said instrument was signed on
 behalf of said corporation by authority of a Resolution of its Board of Directors that said
 corporation executed the same.

Witness my hand and official seal.

H. Dennis Pierce
 Notary Public



APPROVED AS TO FORM:

[Signature]
 Weber County Attorney

09/17/12
 Date



October 24, 2025

Ogden Valley Township Planning Commission
2380 Washington Blvd., Suite 240
Ogden, Utah 84401

Re: Commitment to provide culinary water and sanitary sewer services for the Prado at Powder Mountain neighborhood

CAPACITY ASSESSMENT LETTER

This capacity assessment letter is issued by the Powder Mountain Water and Sewer Improvement District (the "District"), in connection to a certain real estate project proposed to be developed by Powder Haven

The District confirms that it has adequate capacity to provide water and sewer services to serve thirty eight (38) Equivalent Residential Units ("ERUs") in connection with the Prado at Powder Mountain plat, requested by Powder Haven.

Building permits shall not be issued without final approval by the district. Final approval is subject to meeting all applicable requirements of the district and payment of all applicable fees.

The district's commitment set forth in this letter is effective as of the date of this letter.

**POWDER MOUNTAIN WATER AND
SEWER IMPROVEMENT DISTRICT**

By:  _____

Robert Bingham-Chairman

DRAFT - Subject: Powder Mountain Emergency Evacuation Plan

As Powder Mountain continues to build-out the DRR-1 master plan, ensuring the safety of all individuals on the mountain during an evacuation situation is essential. The attached emergency evacuation plan outlines clear routes for ingress and egress and assembly points (for refuge). This plan will be regularly reviewed and updated as new conditions develop.

This emergency evacuation plan will be distributed to our operations teams, property owners, and the HOA. Operations and HOA teams will have access to the map online and post hard copy versions in highly visible exit/entry employee locations.

The resort monitors winter weather alerts and forecasts to be prepared for severe storms. The Resort team can initiate appropriate emergency responses and provide guests with clear directions during an emergency. In the event of an impending significant weather event, the resort can communicate with guests and property owners to provide information, guidance, and recommended safety measures. Clear and timely communication will ensure that everyone is well-informed and prepared. Depending on the nature of the significant weather or other emergency event, the resort may implement shelter-in-place protocols or evacuate guests to designated safe areas. Our resort-wide comprehensive plans ensure that all on mountain individuals are moved to secure locations if necessary.

EMERGENCY EVACUATION MAP

LEGEND:

- SAFE ZONE
- SKI LIFTS
- EMERGENCY ROAD ACCESS
- PRIMARY ROAD

SUNDOWN

TIMBERLINE

HIDDEN LAKE

VILLAGE

IN CASE OF FIRE/EMERGENCY CALL : 911

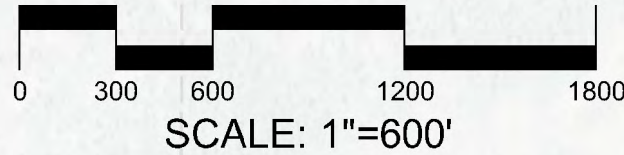
FOR EVACUATION:

DEPART IMMEDIATELY AS DIRECTED TO EDEN VIA MAIN ROADS. YOU WILL BE INFORMED IF AN EMERGENCY ROAD ACCESS ROUTE NEEDS TO BE UTILIZED. IF EXIT ROAD IS NOT AN OPTION, PROCEED TO YOUR DESIGNATED SAFE ZONE (NOTE: A **SAFE ZONE IS NOT AN EXIT**, IT IS AN AREA TO MEET UNTIL ASSISTANCE ARRIVES AND IS USED ONLY WHEN EXIT ROADS ARE NOT AN OPTION).

NO SMOKING WITHIN POWDER MOUNTAIN REGION EXCEPT IN DESIGNATED SMOKING AREAS.

EMERGENCY PHONE NUMBERS:

MEDICAL EMERGENCY	911
FIRE EMERGENCY	911
LAW ENFORCEMENT EMERGENCY	911
WEBER COUNTY SHERIFF	801-778-6602
WEBER FIRE DISTRICT	801-395-8221
INTERMOUNTAIN HEALTH MCKAY-DEE HOSPITAL	801-387-2800
POWDER MOUNTAIN EMERGENCY DISPATCH	801-745-3772 EXT. 3
UTAH AVALANCHE INFORMATION	888-999-4019 EXT.1



MAP DATE:AUGUST 8, 2024



POWDER MOUNTAIN

Enclave At Powder Mountain (1 - single family residential lot)



Staff Report for Administrative Approval

Weber County Planning Division

Synopsis

Application Information

Application Request:	Request for approval of a wastewater treatment facility building, located at 3651 Nordic Valley Road, Eden, Utah, 84310.
Type of Decision:	Administrative
Applicant:	Nordic Village
Authorized Agent:	Eric Langvardt
File Number:	DR 2025-16

Property Information

Approximate Address:	3651 Nordic Valley Road, Eden, Utah, 84310
Project Area:	Approximately 3 acres
Zoning:	Form-Based (FB) Zone
Existing Land Use:	Vacant
Proposed Land Use:	Wastewater Treatment Facility
Parcel ID:	22-023-0087, 22-023-0059
Township, Range, Section:	Township 7 North, Range 1 East, Section 29 SE

Adjacent Land Use

North:	Vacant/Nordic Valley Rd	South:	Future Residential
East:	Open Space	West:	Ski Resort

Staff Information

Report Presenter:	Tammy Aydelotte taydelotte@co.weber.ut.us 801-399-8794
Report Reviewer:	FL

Applicable Ordinances

- Title 101, Chapter 1 (General Provisions) Section 7 (Definitions)
- Title 108, Chapter 1 (Design Review)
- Title 104, Chapter 22 (Form-Based Zone)

Summary and Background

Nordic Village has submitted plans for a site to house a membrane bioreactor (MBR) wastewater treatment system, and associated infrastructure. This is necessary infrastructure for any additional development to occur in this area.

Analysis

General Plan: Weber County will continue to follow the vision of the Ogden Valley General Plan, requiring new development to pay its proportionate share of the cost of expansion of utility infrastructure, allowing residential development opportunities that include approval and installation of public infrastructure (Chapter 7, pg. 49, Ogden Valley General Plan).

Zoning: The subject property is located within the Form-Based (FB) Zone.

"The purpose and intent of the Form-Based Zone is to provide a form-based regulatory tool that focuses on the public street design and the buildings that frame the public street. This deemphasizes separation of land uses as is typically found elsewhere in this Land Use Code. Form-based regulations help enable a mixture of allowed uses, multimodal active transportation, and enhanced building design."

The Nordic Area Street Regulating Plan and the submitted site plan are below, so as to see where the site lies relative to the street types nearby.



Development Standards: Lot development standards depend upon which of the street types are adjacent to this project area. Applicant has not supplied detailed plans on how this site will be accessed. This will be required prior to written approval of this application.

This proposal meets all of the site development standards stated in §104-22-5 (Form-Based Zone). The exhibits show that the project area is well within the standards.

Design Review: The proposed wastewater treatment facility is a permitted use within the Form-Based (FB) Zone. The applicant is proposing structures with pitched roofs, water tanks, and associated infrastructure, internal signage, landscaping and screening, as well as parking and access.

Considerations relating to traffic safety and traffic congestion:

Access is from Nordic Valley Road via a paved access road. Parking requirements are not specified in the Weber County Land Use Ordinance for a wastewater treatment facility. Applicant is offering six parking spaces. Parking shall adhere to dimensions outlined in ordinance.

Considerations relating to outdoor advertising. No exterior signage is proposed at this time. Any future signage plans shall be approved by Weber County Planning prior to installation.

Considerations relating to landscaping. The applicant shall provide screening along areas adjacent to existing or future residential areas. Applicant shall also provide the location, type, and size of any existing trees over four-inch caliper to be removed. Applicant has proposed four different types of trees and a ground cover in the form of a revegetation seed mix. Applicant has proposed approximately 102,567 square feet of ground cover on site.

Considerations relating to buildings and site layout. The Proposed structures need to be designed to the standard of either Modern Alpine style or Mountain Modern architecture. Applicant needs to show compliance with this, as well as the maximum building or use footprint of 10,000 square feet. Submitted plans do not show compliance to these standards. Max

building height is 40 feet except 35 feet and no more than two stories for any part of a building within 30 feet of a public right-of-way. Applicant has not submitted this information to Planning staff. This shall be required prior to written approval of this application.

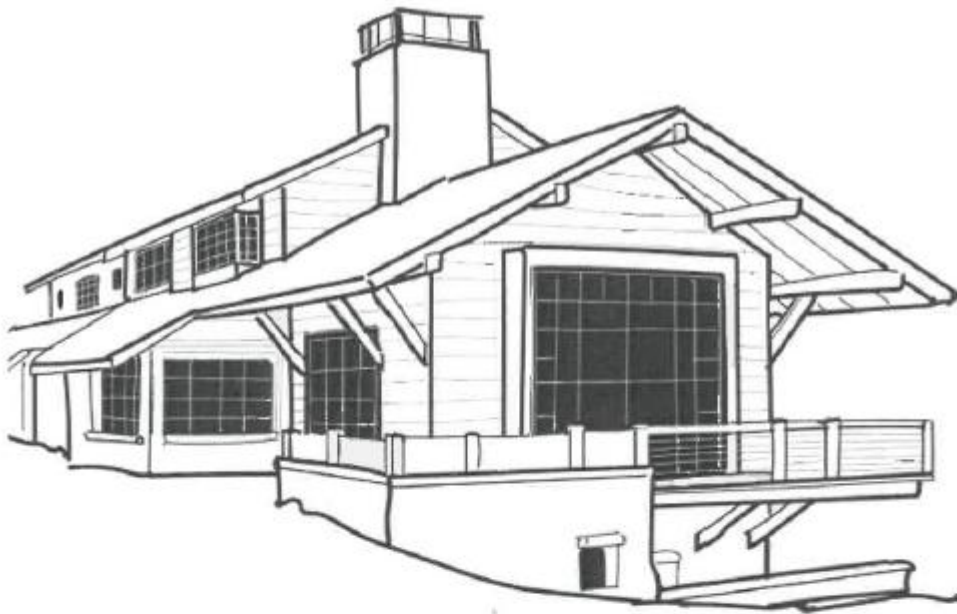
(b) **Building or use area.** No single building or use shall occupy a footprint of more than the following.

STREET TYPES	MAXIMUM BUILDING OR USE FOOTPRINT	
	OGDEN VALLEY PLANNING AREA	WESTERN WEBER PLANNING AREA
Government and Institutional (G/I)	30,000 square feet ¹	No maximum
Vehicle-Oriented Commercial (VOC)		

Mixed-Use Commercial (MUC)	10,000 square feet
Multi-Family Residential (MFR)	
Small Lot Residential (SLR)	No maximum
Medium Lot Residential (MLR)	
Medium-Large Lot Residential (MLLR)	
Large Lot Residential (LLR)	
Rural Residential (RR)	
Estate Lot Residential (ELR)	
Open Space (OS)	

¹Government buildings and schools are exempt from building area maximum.

Examples of Modern Alpine and Mountain Modern architecture are shown on the following pages:



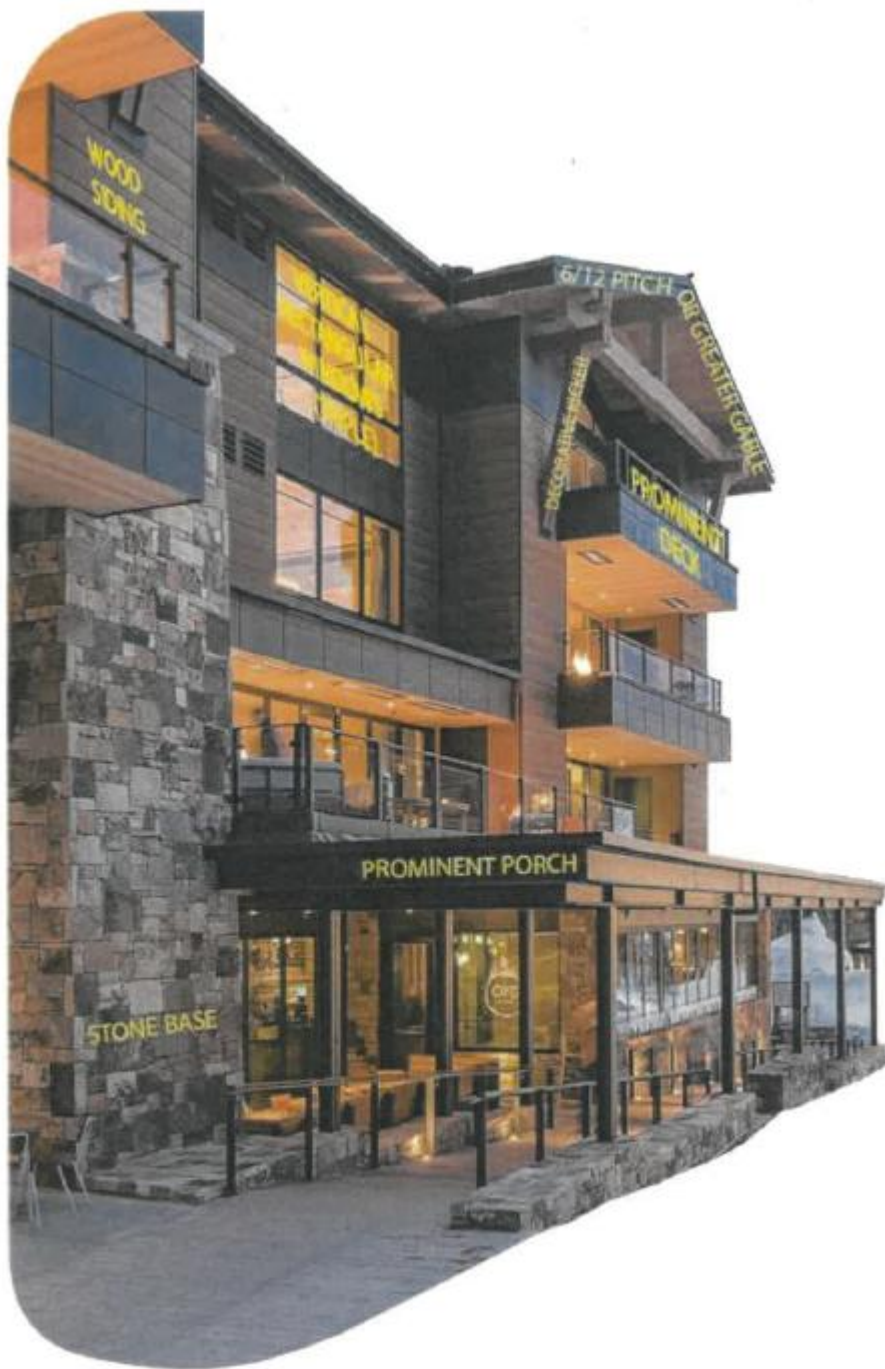






Mountain Modern:







Public Safety and Health: The applicant will need approval from Weber Fire District and Weber County Engineering prior to submitting for building permits on this site.

Staff Recommendations

The Planning Division recommends approval of DR 2025-16, a design review application for a wastewater treatment facility for the Nordic Village area. This recommendation for approval is subject to all review agency requirements and the following conditions (written approval shall not be issued until compliance is shown by the applicant to the following items/standards:

1. Weber County Engineering and Weber Fire District shall issue approval prior to written approval of this application.
2. Any exterior signage shall be approved by Planning prior to installation.
3. Any exterior lighting shall be dark sky compliant.
4. A thorough screening plan to the east shall be submitted to Planning for review prior to issuing a written Notice of Decision.
5. A detailed site plan showing how this site will be accessed, as well as a site plan showing appropriate setback compliance based upon the proximity to the nearest roadways.
6. Architectural standards that apply to this proposal in the form-based zone for this area are Modern Alpine or Mountain Modern. Applicant shall show compliance with these standards, prior to written approval of this application.
7. Compliance with maximum building height, as stated in this staff report, shall be submitted to Planning prior to written approval of this application.
8. Compliance with maximum building or use footprint of 10,000 square feet shall be shown by the applicant prior to written approval of this application.

This recommendation is based on the following findings:

1. The existing use conforms to the Ogden Valley General Plan.
2. The existing use will not cause harm to the natural surroundings, if all of staff recommendations are followed.
3. The existing use, if staff conditions are imposed, will comply with applicable County ordinances.
4. The existing use, if staff conditions are imposed, will not deteriorate the environment of the general area so as to negatively impact surrounding properties and uses.

Exhibits

- A. Application
- B. Narrative/Site Plans
- C. Nordic Village Street Regulating Plan

Area Map



Exhibit A - Application

Schellenberg-Nathan -Design Reviews

[+ Add Follower](#)[✎ Change Status](#)[✎ Change Review Due Date](#)[✎ Edit Project](#)

Address: 3651 Nordic Valley Road, Eden, UT, 84310
Maps: [Google Maps](#)
Project Type: Design Reviews
Sub Type: Design Reviews
Created By: [Eric Langvardt](#)
Created On: 10/8/2025

Project Status: Submitted
Status Date: 11/6/2025
File Number: DR 2025-16
Project Manager: [Tammy Aydelotte](#)

[Application](#)[Documents](#) 8[Comments](#) 1[Reviews](#) 0[Followers](#) 12[History](#)[Reminder](#) 0[Payments](#) 1[Internal](#) 0

Application

[+ Add Building](#)[+ Add Parcel](#)[✎ Edit Application](#)[+ Add a Contractor](#)[Print](#)[Building Permit](#)

Project Description Construction of a form based code, allowed use, wastewater treatment facility (MBR Building) to provide sewer treatment for the Nordic Village Project

Property Address 3651 Nordic Valley Road
Eden, UT, 84310

Property Owner Nathan Schellenberg
801-870-0204
nschellenberg@clydecapitalgroup.com

Representative eric langvardt
801-505-8090
eric@langvardtdesigngroup.com

Accessory Dwelling Unit	False
Current Zoning	FB
Subdivision Name	Nordic
Number of new lots being created	0
Lot Number	
Lot Size	
Frontage	
Culinary Water Authority	Not Applicable
Secondary Water Provider	Not Applicable
Sanitary Sewer Authority	Not Applicable
Nearest Hydrant Address	3737 E. Nordic Valley Road - south side of street
Signed By	Representative, eric langvardt

This project will consist of two different buildings. The first building is intended to house a Membrane Bioreactor (MBR) wastewater treatment system. The MBR building will have a several different wastewater unit processes and they are generally as follows:

- Influent Pump Station – the wastewater from the development will enter this lift station and it will pump the water through the treatment process. The lift station will also be the drain point for floor drains within the building and where the wastewater from the restrooms is directed.
- Dewatering Headworks – This is the area that will contain the screens to remove larger solids from the waste stream. In addition, the equipment to dewater the sludge will also be held in this room.
- The main part of the building will contain process tanks where the water is treated and filtered through membranes. This will also contain rooms for cleaning chemicals, blowers, and electrical gear.
- Office- there is a small office for the operator to utilize for doing the necessary paperwork at the facility.

There are two storage tanks that will be utilized as part of the project. The first is for equalization. This tank will hold the flow from the MBR process to allow the RO treatment system to operate at a more consistent flow rate without the diurnal swings in flow. The second tank is a reject tank. This will take the RO concentrate and store it. This water will need to be hauled off and disposed of. This tank gives enough storage to allow the hauling to skip a few days.

PLANT SCHEDULE

<u>SYMBOL</u>	<u>CODE</u>	<u>BOTANICAL / COMMON NAME</u>	<u>SIZE</u>	<u>QTY</u>
---------------	-------------	--------------------------------	-------------	------------

TREES



Pc3

Picea pungens
Colorado Spruce

10' Ht.

14



Pc4

Picea pungens
Colorado Spruce

12' Ht.

12

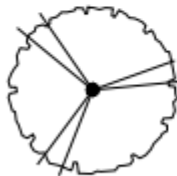


Pc

Picea pungens
Colorado Spruce

8' Ht.

12



Pa

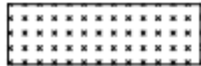
Populus x acuminata
Lanceleaf Cottonwood

2" Cal.

15

<u>SYMBOL</u>	<u>CODE</u>	<u>BOTANICAL / COMMON NAME</u>	<u>SIZE</u>	<u>SPACING</u>	<u>QTY</u>
---------------	-------------	--------------------------------	-------------	----------------	------------

GROUND COVERS



R4

Revegetation Seed Mix
See Landscape Notes

102,567 sf

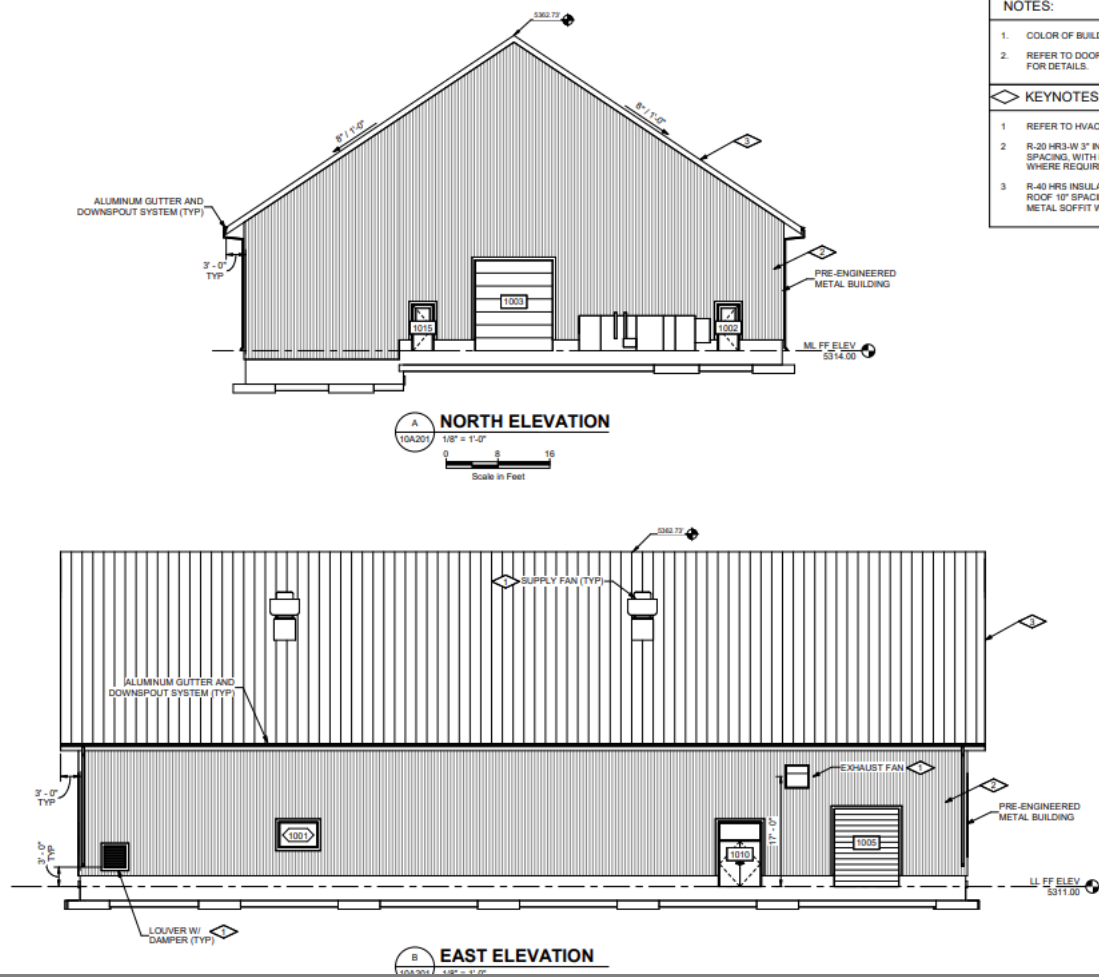
GENERAL LANDSCAPE NOTES

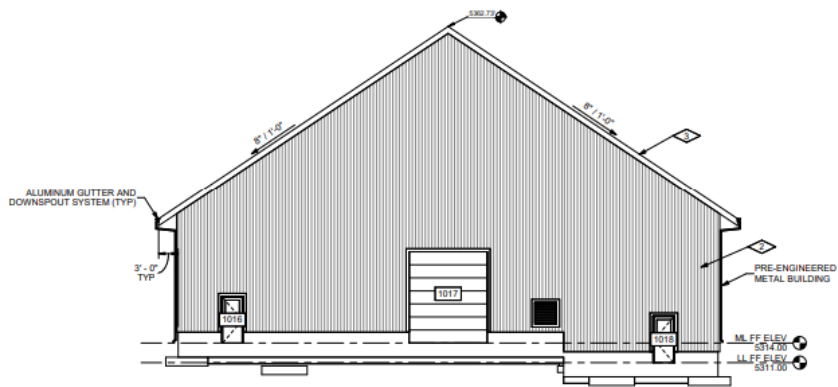
1. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING AND PROPOSED UTILITIES, AND ALL SITE CONDITIONS PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH THE PROJECT MANAGER AND ALL OTHER CONTRACTORS WORKING ON THE SITE.
2. THE FINISH GRADE OF ALL PLANTING AREAS SHALL BE SMOOTH, EVEN AND CONSISTENT, FREE OF ANY HUMPS, DEPRESSIONS OR OTHER GRADING IRREGULARITIES. THE FINISH GRADE OF ALL LANDSCAPE AREAS SHALL BE GRADED CONSISTENTLY 3/4" BELOW THE TOP OF ALL SURROUNDING WALKS, CURBS, ETC.
3. THE CONTRACTOR SHALL STAKE THE LOCATION OF ALL PLANTS FOR APPROVAL PRIOR TO PLANTING. TREES SHALL BE LOCATED EQUIDISTANT FROM ALL SURROUNDING PLANT MATERIAL. SHRUBS AND GROUND COVERS SHALL BE TRIANGULAR AND EQUALLY SPACED.
4. THE PLANT MATERIALS LIST IS PROVIDED AS AN INDICATION OF THE SPECIFIC REQUIREMENTS OF THE PLANTS SPECIFIED, WHEREVER IN CONFLICT WITH THE PLANTING PLAN, THE PLANTING PLAN SHALL GOVERN.
5. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS, LABOR AND EQUIPMENT REQUIRED FOR THE PROPER COMPLETION OF ALL LANDSCAPE WORK AS SPECIFIED AND SHOWN ON THE DRAWINGS.
6. ALL PLANT MATERIALS SHALL BE APPROVED PRIOR TO PLANTING. THE OWNER/LANDSCAPE ARCHITECT HAS THE RIGHT TO REJECT ANY AND ALL PLANT MATERIAL NOT CONFORMING TO THE SPECIFICATIONS. THE OWNER/LANDSCAPE ARCHITECTS DECISION WILL BE FINAL.
7. THE CONTRACTOR SHALL KEEP THE PREMISES, STORAGE AREAS AND PAVING AREAS NEAT AND ORDERLY AT ALL TIMES. REMOVE TRASH, SWEEP, CLEAN, HOSE, ETC. DAILY.
8. THE CONTRACTOR SHALL PLANT ALL PLANTS PER THE PLANTING DETAILS, STAKE/GUY AS SHOWN. TOP OF ROOT BALLS SHALL BE PLANTED FLUSH WITH FINISH GRADE.
9. THE CONTRACTOR SHALL NOT IMPEDE DRAINAGE IN ANY WAY. THE CONTRACTOR SHALL ALWAYS MAINTAIN POSITIVE DRAINAGE AWAY FROM THE BUILDING, WALLS, ETC.
10. THE CONTRACTOR SHALL MAINTAIN ALL WORK UNTIL ALL WORK IS COMPLETE AND ACCEPTED BY THE OWNER. UPON COMPLETION OF LANDSCAPE WORK AN INSPECTION FOR ACCEPTANCE OF THE WORK SHALL BE HELD. THE CONTRACTOR SHALL NOTIFY THE OWNER/LANDSCAPE ARCHITECT FOR SCHEDULING OF INSPECTION AT LEAST SEVEN (7) DAYS IN ADVANCE.
11. THE CONTRACTOR SHALL MAINTAIN AND GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE OWNER. REPLACEMENT PLANTS SHALL BE GUARANTEED FOR AN ADDITIONAL 90 DAYS. MAINTENANCE SHALL INCLUDE MOWING, WEEDING, FERTILIZING, CLEANING, INSECTICIDES, HERBICIDES, ETC.
12. ALL DISTURBED AREAS ARE TO BE SEEDED WITH STANDARD SEED MIXTURE.
13. ALL PLANT MATERIAL OUTSIDE OF L.O.D. MUST BE INSTALLED CAREFULLY TO MINIMIZE FURTHER NATIVE LANDSCAPE DISTURBANCE

STANDARD SEED MIX

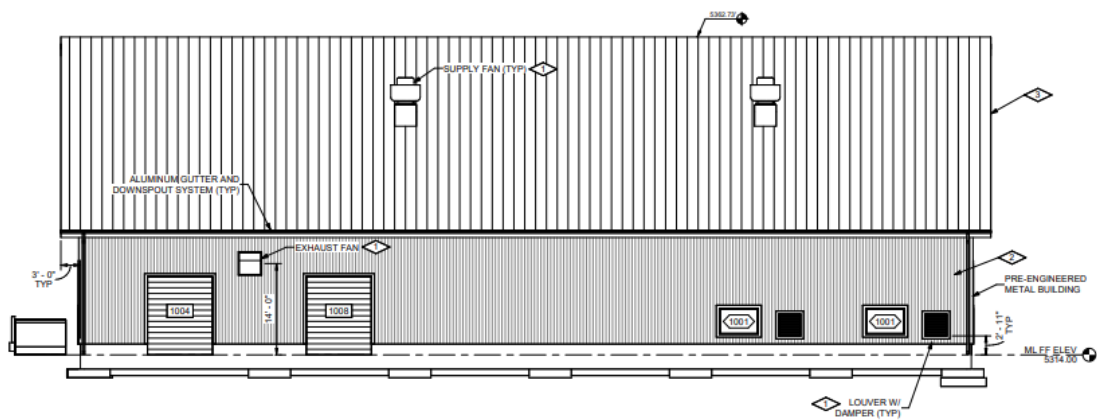
<u>SPECIES</u>	<u>PLANTING RATE (PLS#'/S/ACRE)</u>
LOLIUM PERENNE	PERENNIAL RYEGRASS 8.75
ELYMUS TRACHYCAULUS	SLENDER WHEATGRASS 7.00
PSEUDOROEGNERIA SPICATA V. SECAR	BLUEBUNCH WHEATGRASS 5.25
PASCOPYRUM SMITHII	WESTERN WHEATGRASS 5.25
FESTUCA OVINA	SHEEP FESCUE 3.50
LINUM LEWISII	BLUE FLAX 1.00
A. TRIDENTATA SP. WYOMINGENSIS	SAGEBRUSH 1.25
TOTAL	32.00

Exhibit C – Building Elevations & Floor Plans





C SOUTH ELEVATION
10A201 1/8" = 1'-0"
0 8 16
Scale in Feet



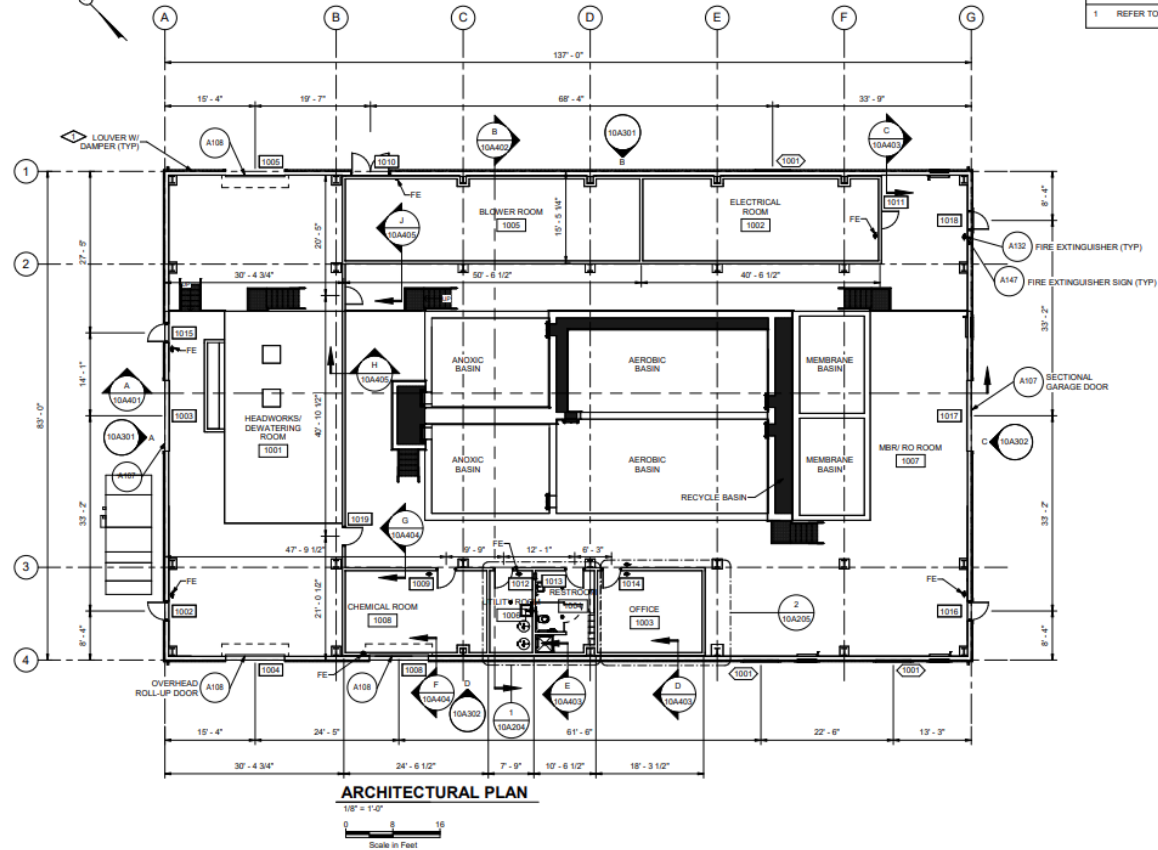
D WEST ELEVATION
10A201 1/8" = 1'-0"
0 8 16
Scale in Feet

NOTES:

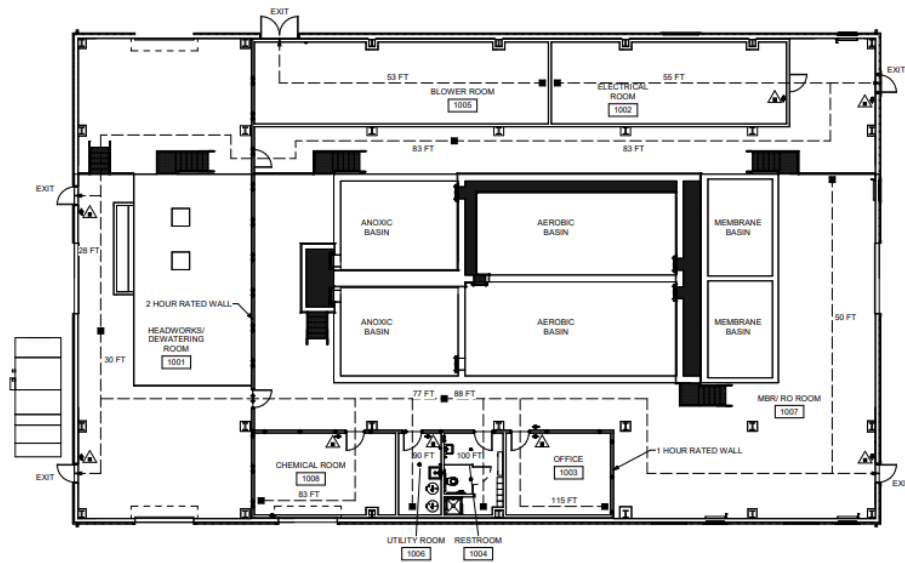
1. COLOR OF BUILDING SELECTED BY OWNER.
2. REFER TO DOOR AND WINDOW SCHEDULE FOR DETAILS.

KEYNOTES:

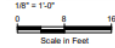
1. REFER TO HVAC PLAN FOR SIZE.
2. R-30 HR3-W 3" INSULATED WALL PANELS 20" SPACING, WITH PRE-FINISHED METAL SOFFIT WHERE REQUIRED.
3. R-40 HR5 INSULATED STANDING SEAM METAL ROOF 10" SPACING WITH PRE-FINISHED METAL SOFFIT WHERE REQUIRED.



- NOTES:
1. REFER TO DOOR AND WINDOW SCHEDULE FOR DETAILS.
 2. REFER TO FINISH SCHEDULE FOR WALL FINISH INFORMATION.
 3. COLOR OF BUILDING SELECTED BY OWNER.
- KEYNOTES:
- 1 REFER TO HVAC PLAN FOR SIZE AND LOCATION.



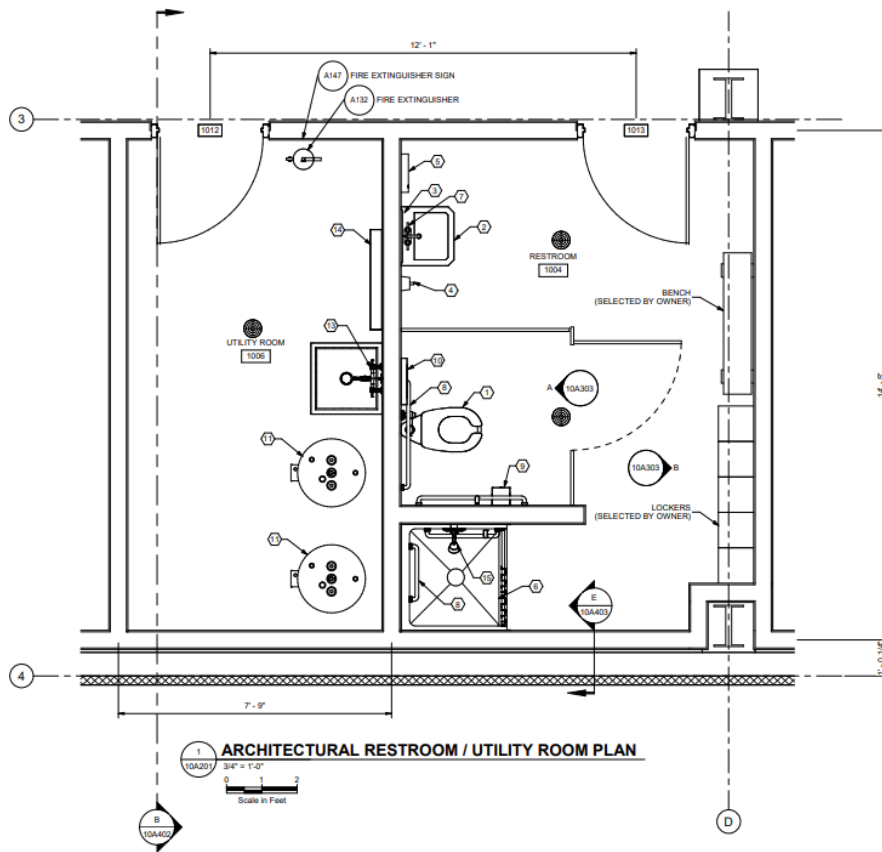
ARCHITECTURAL EGRESS PLAN



—	THE DISTANCE IN FEET TO EXIT FROM SQUARE DOT TO ARROW
OC	OCCUPANCY
SF	SQUARE FEET
OLF	OCCUPANT LOAD FACTOR
OL	OCCUPANT LOAD
SPR	SPRINKLER
NA	NOT APPLICABLE
EXIT	EXIT SIGN LOCATION
—	INDICATES 1 HOUR FIRE RATING
—	INDICATES 2 HOUR FIRE RATING
—	INDICATES 3 HOUR FIRE RATING
—	INDICATES 4 HOUR FIRE RATING
▲	FIRE EXTINGUISHER, MULTI-PURPOSE DRY CHEMICAL WITH RECESSED CABINET WALL MOUNTED, 10# FOR 75'-0" MAX TRAVEL DISTANCE
▲	FIRE EXTINGUISHER, CARBON DIOXIDE WALL MOUNTED FOR CLASS C FIRES (NO DRY CHEM) (11# FOR 75' - 0" MAX TRAVEL DISTANCE)
▨	NON-OCCUPIED AREA

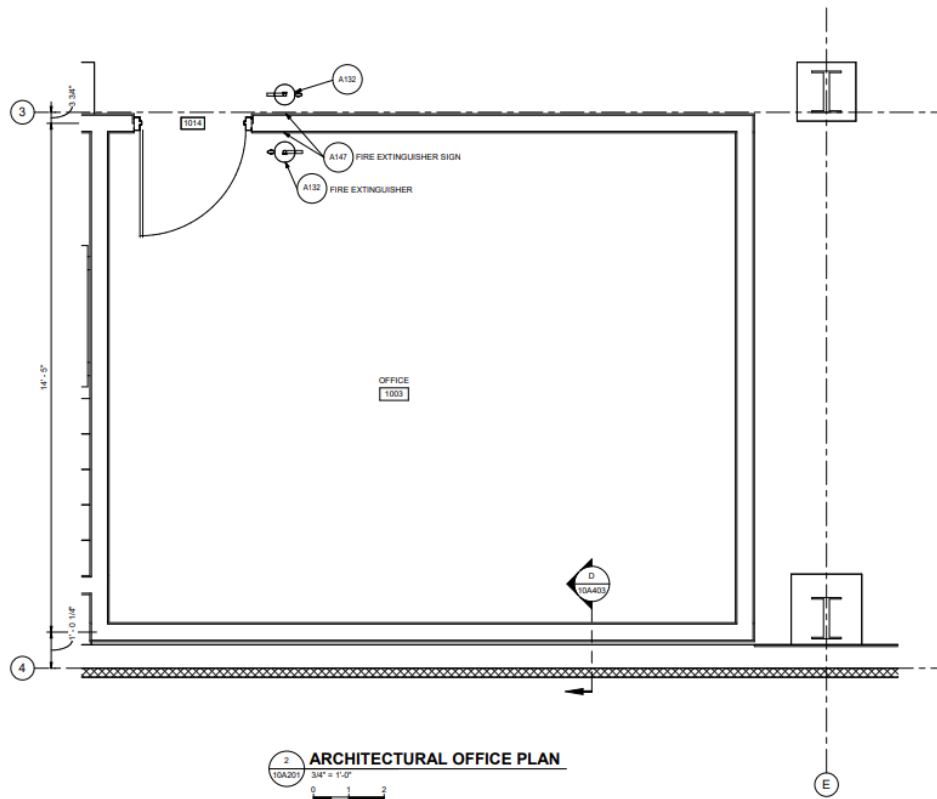


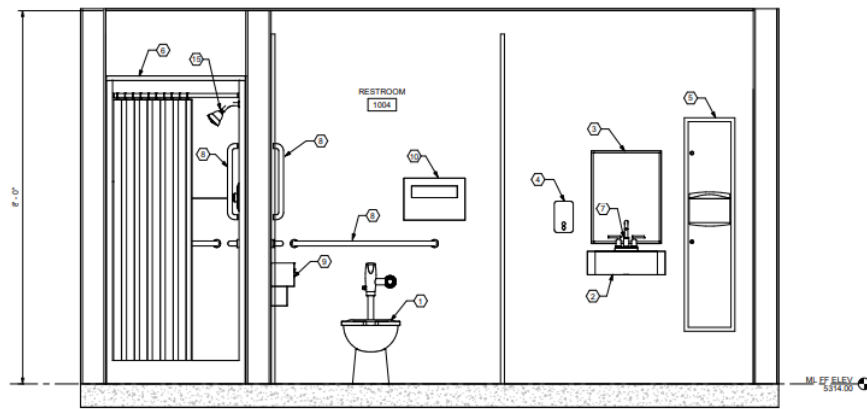
1. SEE FINISH SCHEDULE FOR WALL FINISH INFORMATION.
2. SEE PLUMBING FIXTURE SCHEDULE FOR FIXTURE DETAILS.



NOTES:

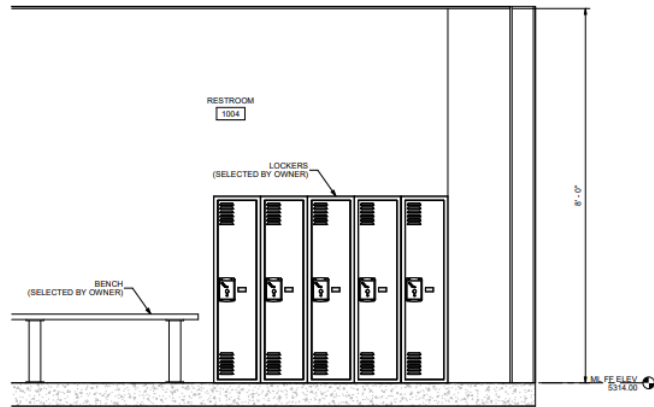
1. SEE FINISH SCHEDULE FOR WALL FINISH INFORMATION.



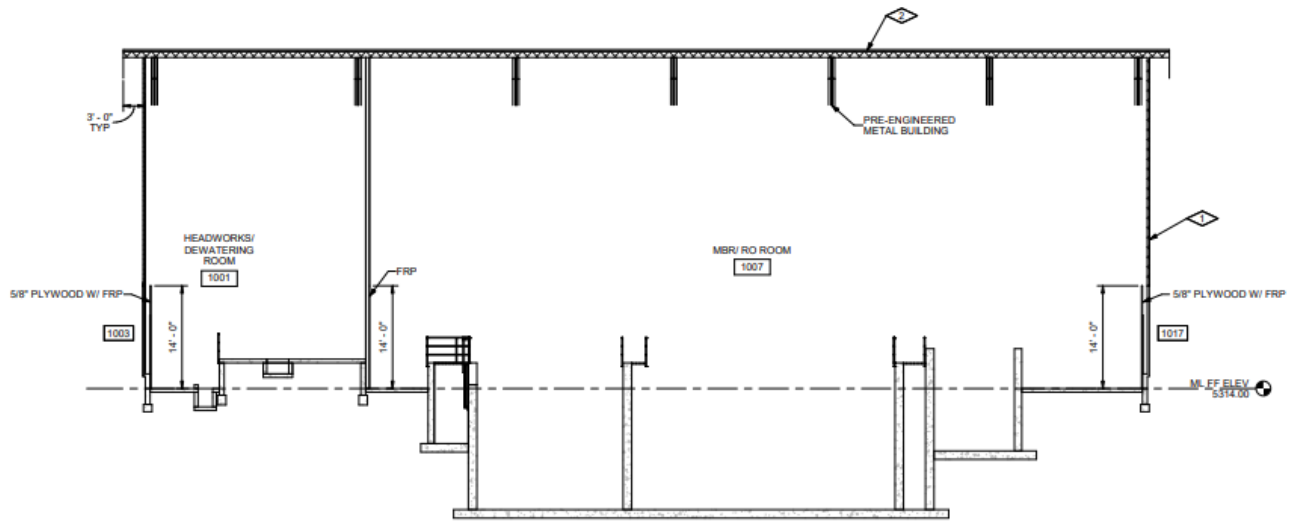


- NOTES:**
1. SEE FINISH SCHEDULE FOR WALL FINISH INFORMATION.
 2. SEE PLUMBING FIXTURE SCHEDULE FOR FIXTURE DETAILS.

ELEVATION
A
10A204
1" = 1'-0"
Scale in Feet



ELEVATION
B
10A204
1" = 1'-0"
Scale in Feet



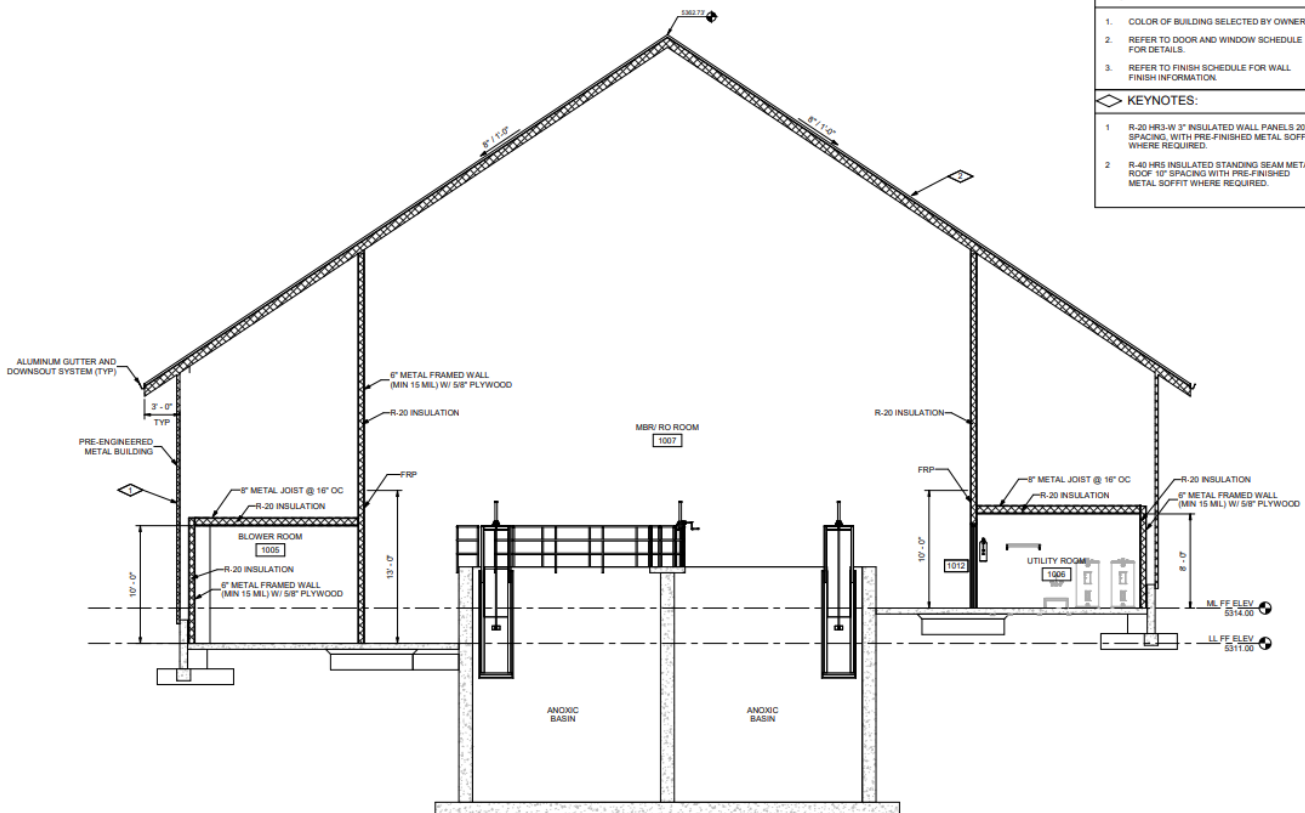
SECTION A
10A201
1/8" = 1'-0"
0 8 16
Scale In Feet

NOTES:

1. COLOR OF BUILDING SELECTED BY OWNER.
2. REFER TO DOOR AND WINDOW SCHEDULE FOR DETAILS.
3. REFER TO FINISH SCHEDULE FOR WALL FINISH INFORMATION.

KEYNOTES:

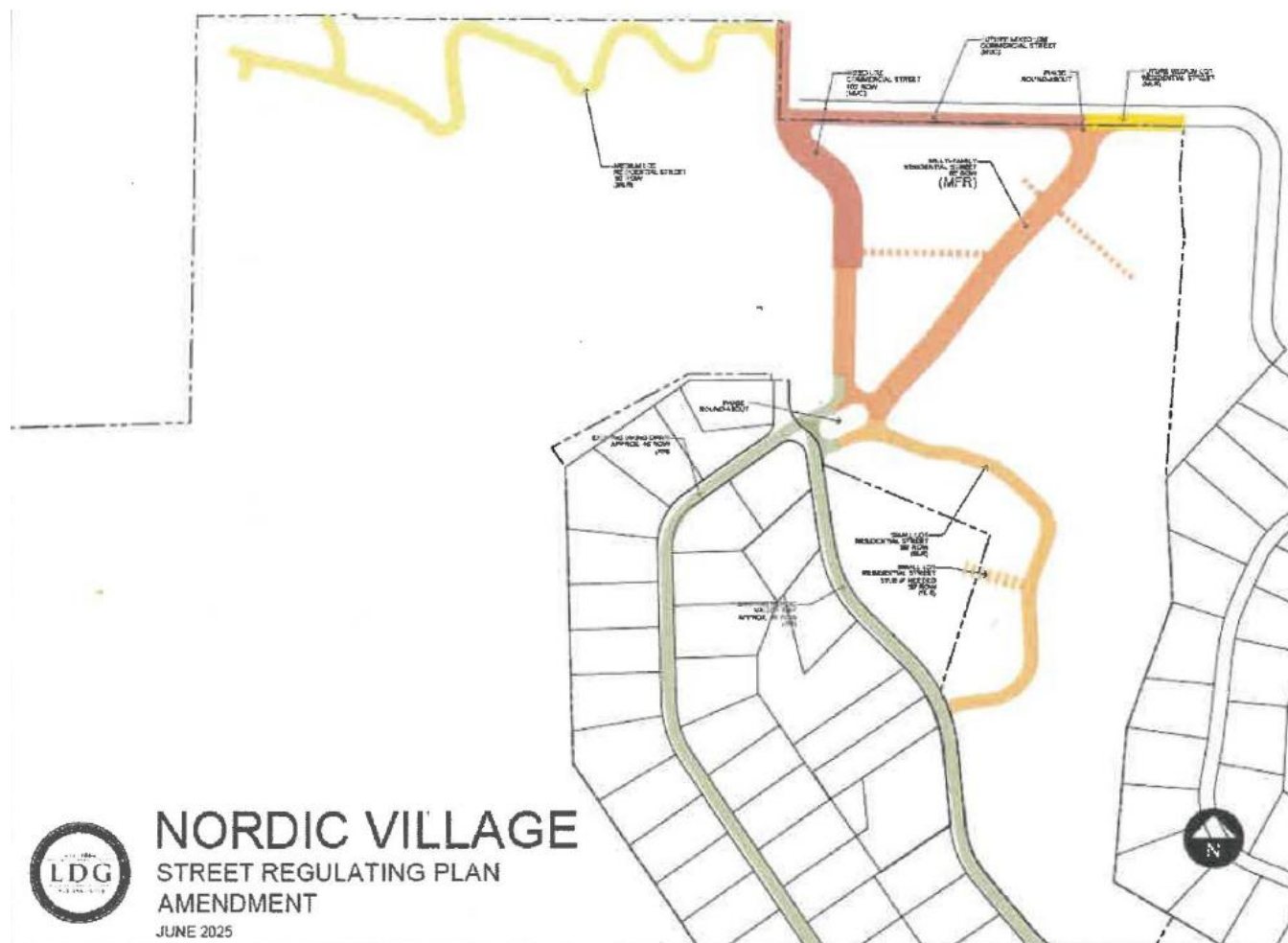
1. R-20 HD-3-W 3" INSULATED WALL PANELS 20" SPACING WITH PRE-FINISHED METAL SOFFIT WHERE REQUIRED.
2. R-40 HRS INSULATED STANDING SEAM METAL ROOF 10" SPACING WITH PRE-FINISHED METAL SOFFIT WHERE REQUIRED.



SECTION B
10A201
1/4" = 1'-0"
0 4 8
Scale In Feet

Full set of engineered plans on file with Weber County.

Exhibit C – Nordic Village Street Regulating Plan



2026

JANUARY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

CALENDAR KEY :

	Weber County Planning Commission
	Board of Adjustment (Scheduled only if a case is received)
	WACOG
	County Holidays
	Administrative Review Meeting (ADM)
	Agency Review Committee (ARC)
	ELECTIONS

APRIL

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				



2026

JULY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

CALENDAR KEY:

[illegible]

OCTOBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

