

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

January 6, 2026

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



- Pledge of Allegiance

- Roll Call:

1. Election: Chair/Vice Chair
2. Minutes: October 28, 2025
3. Legislative Items

3.1 ZMA2024-08: a discussion and recommendation on a request to amend the Meibos development agreement that was presented to the Planning Commission on September 17, 2024. The amendment would enable the developer to transfer 22 development rights from the Longhorn Estates Subdivision to the Meibos rezone property.

Applicant: Pat Burns; Staff Presenter: Felix Lleverino

4. Approval of 2026 Calendar

5. Public Comment for Items not on the Agenda:

6. Remarks from Planning Commissioners:

7. Planning Director Report:

8. Remarks from Legal Counsel

Adjourn to Work session

WS1: Discussion regarding a potential rezone proposal (A-1 to FB), development agreement, and Form-Based zone street regulating plan amendment for Willow Village, located at approximately 4539 West, 900 South.

Applicant: Heritage Land

WS2: Discussion regarding a proposed development agreement amendment to the Singletree Acres Development Agreement – amending lot setbacks.

Applicant: Scott Lindsay

WS3: Discussion regarding a proposed development agreement to allow an automotive repair business to be located in an accessory building on a lot with an existing residence in a residential neighborhood. 4088 W 2200 S.

Applicant: Brian Hanni

WS4: Discussion regarding Western Weber General Plan Amendments to include excerpts from the Ogden Valley General Plan that apply to the Ogden Canyon, Forest Zones, and Resort Zones.

Presenter: Felix Lleverino

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

MEMO

Date: January 6, 2026

To: Weber County Planning Commission Work Session

From: Felix Lleverino

Re: An administrative public meeting to consider and make a recommendation to the County Commission on a development agreement amendment to allow for the Meibos Development, also known as the Longhorn East Development, to increase the number of lots within the 64.26-acre parcel from 186 to 208. This would be accomplished by bringing exactly 22 unused development rights from the Longhorn Development. The attached map shows the properties in question. Select pages from the development agreement specify the details related to the transfer of density.

The zoning map amendment to change the zoning from Agricultural (A-2) to Residential (R1-15) and approve the development agreement was forwarded with a positive recommendation by the Western Weber Planning Commission in a public hearing held on September 17, 2024.

The planning staff will also discuss the pathway alignment along the Warren Canal and off-site improvements to 7100 West, 6700 West, and 900 South Streets that would address comments from a work session with the County Commissioners on December 22, 2025.

Exhibits:

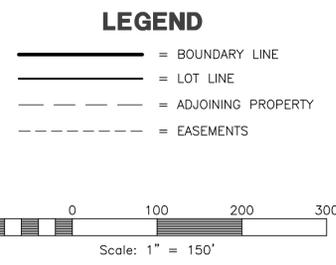
- a. Longhorn and Meibos map
- b. Staff Report with Development Agreement
- c. Canal Pathway alignment options
- d. Local Street Improvements





Density Calculations

| | |
|---|------------|
| Total Combined Project Area..... | 104.53 ac. |
| Longhorn Project Area..... | 40.26 ac. |
| Longhorn East..... | 64.26 ac. |
| Total Density 104.53 x 2.9 = 303.13 Units | |
| Total Proposed Units..... | 303 Units |
| Longhorn Project Area..... | 95 Units |
| Longhorn East..... | 208 Units |
| Total Openspace..... | 22.29 ac |
| Total Park grounds..... | 17.42 ac |



Longhorn/Longhorn East

Weber County, Utah

REVISIONS

| DATE | DESCRIPTION |
|------|-------------|
| | |
| | |
| | |

Longhorn/Longhorn East
 PART OF THE SE 1/4 OF SECTION 14, T.6N., R.3W., S.L.B. & M., U.S. SURVEY
 WEBER COUNTY, UTAH

Density Plan

Project Info.

| | |
|-----------|----------------------------|
| Engineer: | N. Reeve |
| Planner: | C. Cove |
| Designer: | S. Simrayh |
| Date: | 7/23/2025 |
| Name: | LONGHORN/ LONGHORN EAST |
| Number: | 6298-32 |

| | |
|-------|----------|
| Sheet | 1 |
| | Sheets |

Revised: 8/19/2025



Staff Report to the Western Weber Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File #ZMA2024-08, an application to rezone approximately 65 acres of land generally known as the Meibos Family LLC land, located at approximately 639 South, 6700 West, from the A-2 zone to the R1-15 zone.

Agenda Date: September 17th, 2024

Applicant: Pat Burns

File Number: ZMA2024-08

Frontier Project Link: <https://frontier.co.weber.ut.us/p/Project/Index/20328>

Property Information

Approximate Address: 639 South 6700 West, Unincorporated West Weber

Current Zone(s): A-2 Zone

Proposed Zone(s): R1-15

Adjacent Land Use

| | |
|------------------------------------|---|
| North: Agriculture | South: Agriculture and large-lot residential |
| East: Large-lot residential | West: Residential (Longhorn Estates) |

Staff Information

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

Report Reviewer: CE

Applicable Ordinances

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

Legislative Decisions

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

Summary and Background

The applicant's proposal to rezone the Meibos Family land from Agricultural A-1 to the R1-15 zone for the purpose of creating a residential development. The park space will be deeded to the West Warren Parks District.

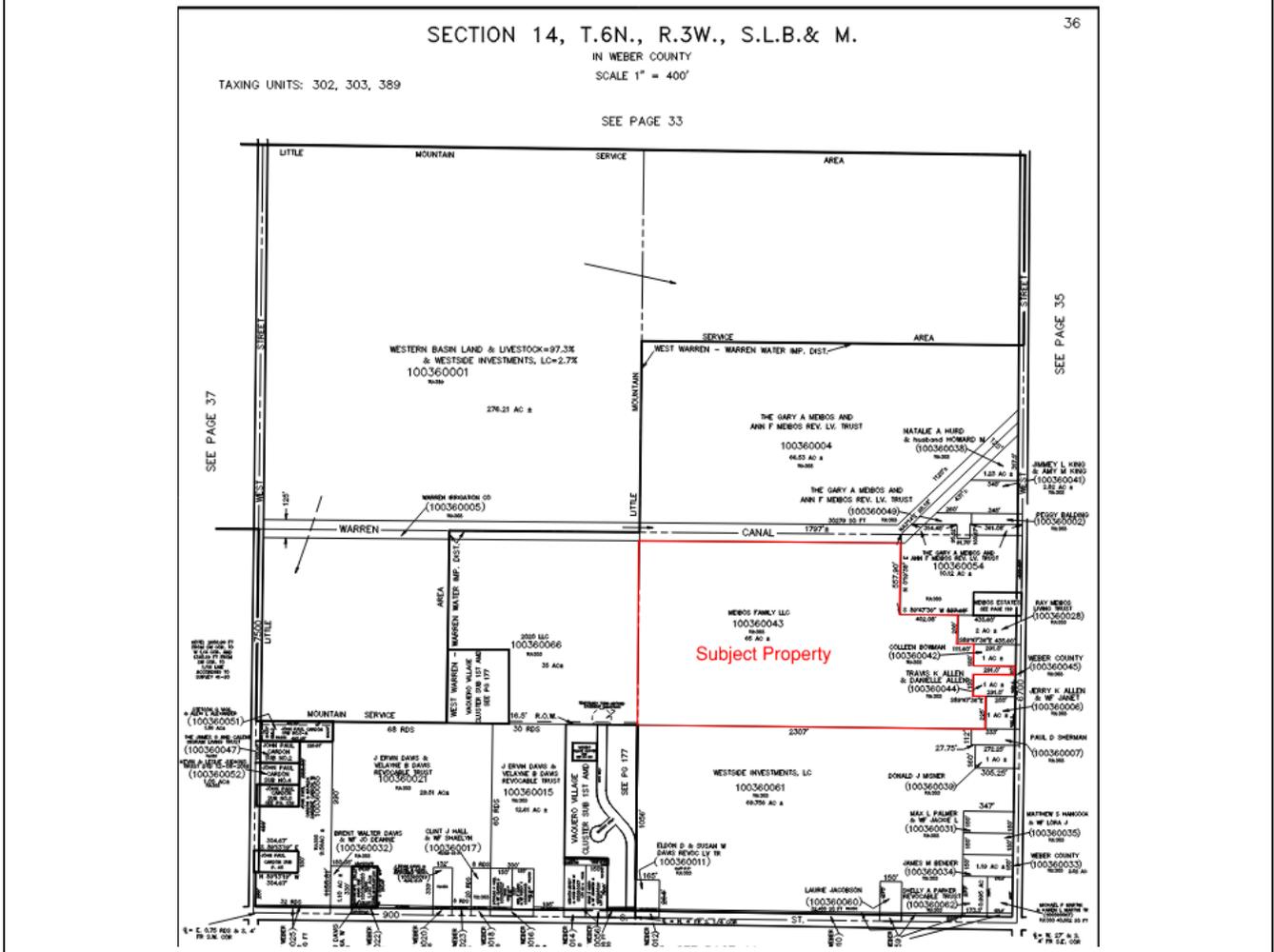
This rezone, if approved, is recommended to be accompanied with a development agreement. Through this development agreement the county can capture additional considerations unique to the property. Even though the rezone will be applicable to the entire subdivision, including existing lots owned by others, the development agreement will not apply to parcels not currently owned by the applicant/developer.

Staff is recommending approval of the rezone.

Policy Analysis

This is a proposed rezone of approximately 65 acres of ground that is currently being used for farming. A rezone to the residential R1-15 zone would create the potential for up to 188 lots. **Figure 1** shows the subject parcels outlined in red.

Figure 1: County Recorder's Plat Map Depicting Exterior Perimeter of the Subject Parcels.



The Weber County Land Use Code has a chapter that governs application-driven rezones. The following is a policy analysis of the requested rezone based on the Land Use Code and best planning practices.

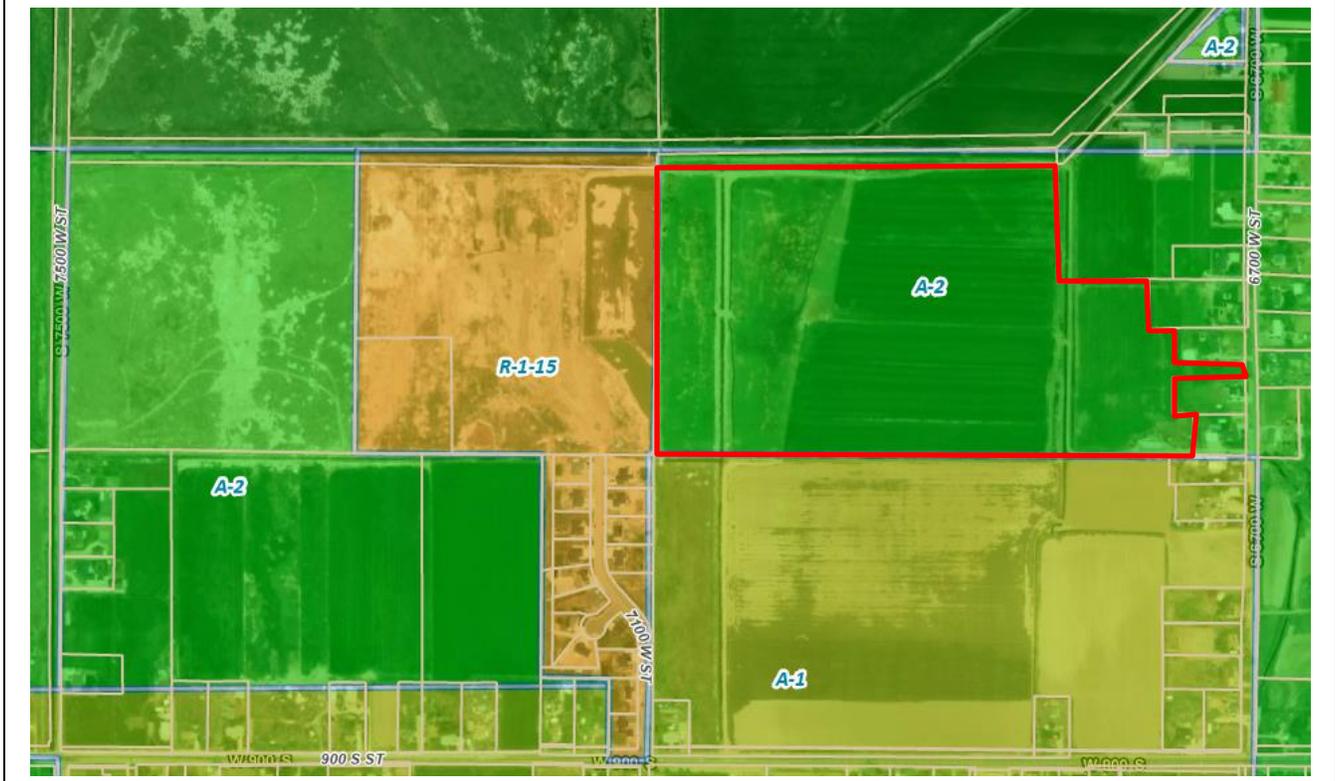
This rezone proposal would utilize the allowances written into the county subdivision code to allow for the developer to calculate the density allowance from the gross land area of 65 acres. If approved, the developer would be able to design within the bounds of the 15,000 square foot maximum density and reduce the lot sizes to a 6,000 SF minimum and a 60' width minimum.

Zoning Analysis

The current zone of the subject property is A-2. **Figure 2**¹ displays current zoning for the area of the subject property. It also shows the configuration of the property within the larger context of the West Weber area. The A-2 zone is an agricultural zone and a low-density rural residential zone for moderate-intensity farming areas where agricultural pursuits and rural environment should be promoted and preserved where possible, the purpose and intent below are intended for low-density rural residential:

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.”²

Figure 2: Current Zoning Map and the Subject Parcel(s).



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

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

The proposed rezone can be observed in **Figure 3**⁴, with the yellow polygon depicting the proposed R1-15 zone.

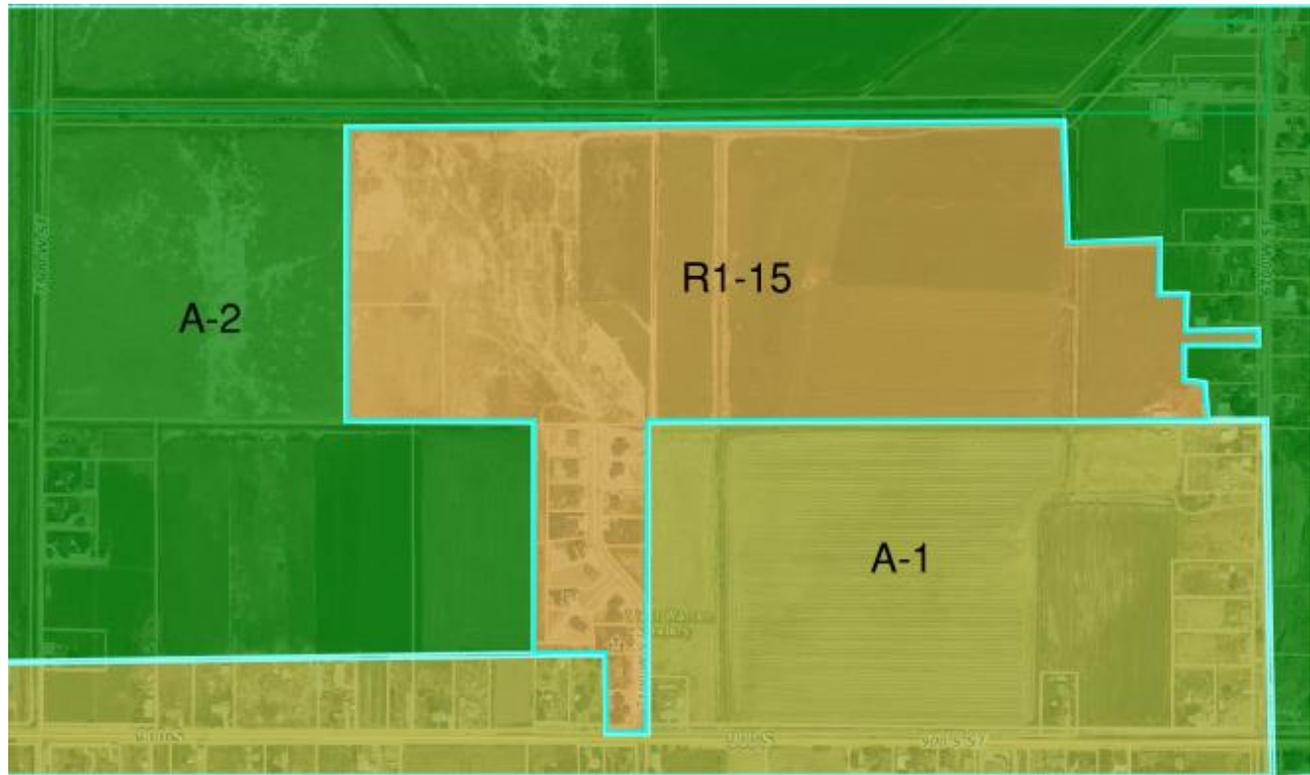
¹ See also Exhibit B.

² Weber County Code Section 104-2-1.

³ Weber County Code Section 104-12-1.

⁴ See also Exhibit C.

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



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

Connectivity incentivized development allows the developer to maintain a consistent number of lots while still placing streets, pathways, and open spaces where they can be most optimal given the specific site and surrounding area characteristics.

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

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

Exhibit D illustrates the proposed concept plan for the property. Figure 4⁵ illustrates additional staff-suggested details and/or amendments to the proposed concept plan that are anticipated to bring it into full compliance with connectivity standards.

Figure 4: Applicant's Concept Plan, With Staff Comments/Edits



⁵ See also Exhibit E

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

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

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

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

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

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

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

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

General Plan Smart Growth Principles

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

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

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

The following nine bullet points is a list of the general plan's exemplary smart growth principles (in italics). A staff analysis regarding how they may relate to this potential project follows each bullet point. Some of these principles

⁶ Western Weber General Plan (p. 21)

are similar to the basic smart growth principles aforementioned, but are designed to provide even greater community benefits.

- *Provision for a wide variety of housing options.*
 - Allowing the developer to plan a residential development with a variety of lot sizes will help prevent the monotony of single-family suburbs while enhancing availability of different housing options.
- *Use of lot-averaging to create smaller lots/housing that responds to the needed moderate income housing.*
 - The developer has not proposed any moderate income housing for this development, however, what has been done in other areas would be to designate a certain percentage of the homes to be made available to the Weber Housing Authority, thereby increasing the supply of more affordable option will help curb the inflation of the housing market.
 - Staff is not specifically recommending a deed restriction for moderate income housing. If the planning commission desires the developer to specifically provide deed-restricted moderate income housing then the planning commission should add the requirement into the recommendation being sent to the commission.
- *Strong trail network with excellent trail connectivity that prioritizes bicycling and pedestrians over vehicles.*
 - The concept plan has strong sidewalk connectivity throughout, especially if staff's additional suggestions are provided.
- *Strong street connectivity and neighborhood connections that avoid the use of cul-de-sacs or deadends.*
 - While the applicant is proposing one short cul-de-sac street, it appears to be necessary given the layout of the park and irrigation pond facilities within the planned Meibos and the Longhorn Estates communities. The applicant has done well to work with staff to provide quality street connectivity wherever else possible.
- *Large and meaningful open space areas with improved parks, recreation, etc.*
 - The applicant is working with the West Warren Park District to provide land and park amenities that will be included with negotiations between the developer and the park district.
- *Homes that have higher efficiency ratings than required by local building codes.*
 - Buildings are required to be constructed to an efficiency standard based on the climate of the area. Usually, buildings located in higher (colder) elevations need to meet greater efficiency standards. However, given the wide degree of temperature swings in the Western Weber area over a one year period, requiring buildings to be constructed to better efficiency ratings may help alleviate the area's future demand on power and gas. This will also help provide better air-quality related to building emissions. Staff suggests that all of homes within the Meibos development are built to include efficiency upgrades such as LED lighting, house wraps, and extra attic insulation.
- *Homes that are built with smart appliances such as thermostats and sprinkler controllers.*
 - Staff recommends requiring smart thermostats and smart sprinkler controllers that will optimize efficiency while being an affordable upgrade. Onsite power generation with solar panels remains to be a wise investment. If the developer is able to include these features as a built-in upgrade, the planning commission may consider adding this limited requirement to the development agreement. To assist with affordability, perhaps this requirement can be waived for residences less than 1800 square feet or those deed restricted for moderate income housing, if any.
- *Provisions that create attractive communities for the long term and that create a distinctive sense of place.*
 - The planning commission may determine that the street and pathway connectivity, park donation, and park dedication accomplishes this principle.
 - One additional item for the planning commission to consider on this point: There are two limited access through streets within the Meibos plan. These types of streets are likely to be lined with rear and/or side yards that may be enhanced with landscaping, fencing, and street art. The county does not currently have means to operate and maintain such street improvements, so if the planning commission desires to require these improvements in this development then it would be advisable to require a professionally managed homeowners association to care for the operations and

maintenance. This is not included in staff's recommendation herein, but can easily be added by the planning commission if so desired.

- *Use of transferable development rights from agricultural lands identified for protection.*
 - The applicant does not desire to transfer more development to this project.

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

Since the adoption of the General Plan, many developers have begun the process of transitioning this area from large-lot rural residential and agriculture to medium-lot residential. Longhorn Estates, which is located directly west, was rezoned to the R1-15 zone and is currently being platted into medium-sized lots.

There are also large-lot and agricultural uses nearby. The general plan identifies that many agricultural uses may not be very compatible with residential development/neighborhoods. It is worth evaluating how surrounding agricultural uses may affect this project, and vice versa.

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

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

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

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

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

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

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

Roadways/Traffic.

Figure 5 shows the planned streets for the area, pursuant to the general plan.

Public roads planned throughout this development are designed for connectivity following the county code. Traffic from the Meibos development and the Longhorn development will be directed to the already built 7100 West Street and 6700 West Street. A Traffic Study for both developments finds that both 7100 West and 6700 West are capable to operate at a level of service B or better with the construction of a deceleration lane at the intersection of 7100 West and 900 South.

Police and Fire Protection

It is not anticipated that this development will generate a greater per capita demand for police and fire protection than typical residential development in the area.

Stormwater Drainage Systems

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

Water Supply

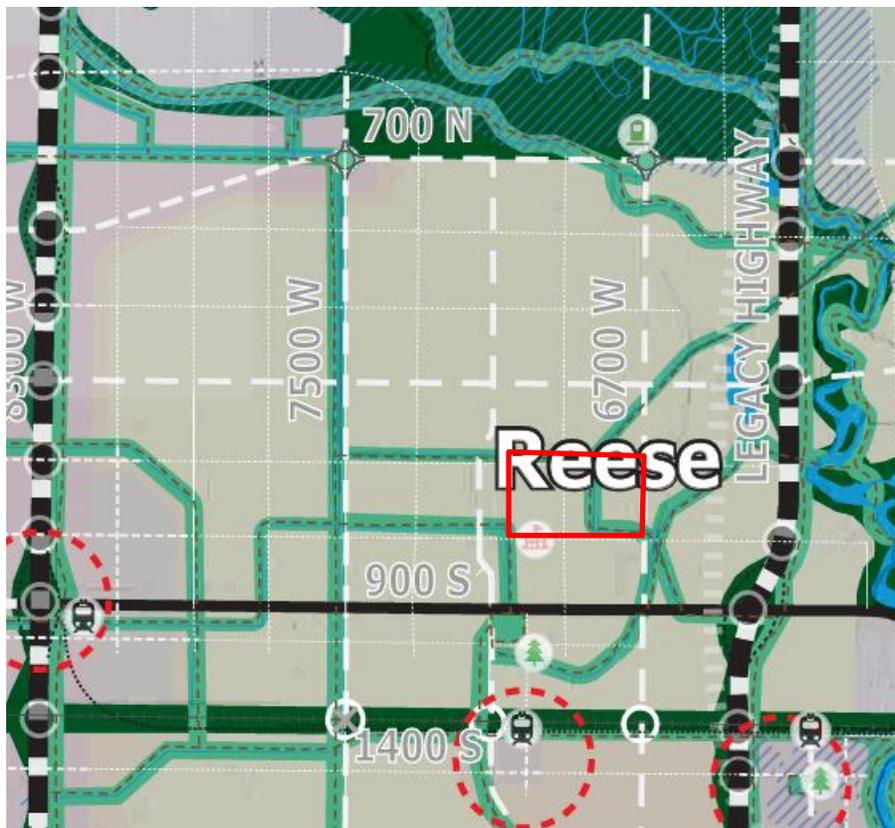
The property is within the West Warren-Warren Water Improvement District boundaries. The applicant has provided a letter from the district that acknowledges the rezone application and the potential for them to serve.

In addition to the letter from West Warren-Warren Water, County Code⁷ further specifies minimum culinary and secondary water requirements that are applicable to any subdivision. Like stormwater, these requirements are not actually applicable until the owner files an application for a subdivision, and they may change from time to time. But they are worth noting during the rezone process to provide the planning commission with sufficient evidence and a sense of confidence that the provision for both culinary and secondary water is possible for the subject property.

Wastewater

Central Weber Sewer Improvement District will provide sewer services while the gravity sewer lines will be owned and operated by the Little Mountain Sewer District.

Figure 5: Planned Streets – Western Weber General Plan



⁷ Weber County Code, Section 106-4-2.010.

Refuse Collection

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

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

The Utah Geological Survey provides an inventory of suspected wetlands across the Utah. The map shows that there are no wetlands on the property.

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

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

Staff Recommendation

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

1. Concept plan update:
 - a. Provide concept plan amendments for compliance with connectivity standards.
2. Density:
 - a. The total density for the entire 65-acre Meibos property shall be limited to 188 dwelling units. No such lots shall be less than 6,000 square feet and no such lots shall be less than sixty feet wide.
3. Parks, open space, and trails:
 - a. Land deeded to the Park District including park amenities is mutually agreed upon between the developer and the park district. Donation for existing lots shall occur with the donation of all lots or units paid prior to the first plat being recorded.
 - b. All 10-foot pathways shall follow the adopted 10-foot paved or concrete pathway standards in the Land Use Code.
 - c. Unless negotiated otherwise with the parks district, the sidewalk and pathway in the proposed park area should include at least one bench every 500 feet of sidewalk or pathway.
 - d. Each pathway and sidewalk within the development should be lined with shade trees in intervals and of species such that the crown of one tree, on average at maturity, will converge with the crown of the adjacent trees. Use at least three different tree varieties dispersed in a manner to avoid transmission of pests/diseases.
4. Streets:
 - a. The proposed street and pathway layout illustrated in the concept plan is sufficient to meet the connectivity standards of the county code.
5. Efficiency: Require each residence greater than 1800 square feet or not otherwise deed restricted for moderate-income housing to:
 - a. Have a smart sprinkler controller, a smart thermostat, extra attic insulation, and house wrap before certificate of occupancy.
6. Weber County's outdoor lighting code should be applied to all lighting in the project.

Staff's recommendation is offered with the following findings:

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

Model Motion

The model motions herein are only intended to help the planning commissioners provide clear and decisive motions for

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

Motion for positive recommendation as-is:

I move we forward a positive recommendation to the County Commission for File #ZMA2024-08, an application to rezone approximately 65 acres of land located at approximately 691 South 6700 West, from the A-2 zone to the R1-15, as illustrated in Exhibit C.

I do so with the following findings:

Example findings:

1. *The changes are supported by the Western Weber General Plan.*

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

and

Lync Development

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DEVELOPMENT AGREEMENT

Longhorn Estates

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

RECITALS

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

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

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

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

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

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

WHEREAS, Prior to the execution of this Agreement, the Property's zone is/was Agricultural A-2 and Master Developer desires to rezone the Property to the Residential R1-15 zone consistent with the terms and provisions contained herein;

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

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

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

AGREEMENT TERMS

1. Incorporation of Recitals and Exhibits.

The foregoing Recitals and **Exhibits A-G** are hereby incorporated into this Agreement.

2. Effective Date, Expiration, Termination.

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

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

2.1.2. The recordation of this Agreement; or

2.1.3. The recordation of the rezone ordinance to which this Agreement is associated and inextricably linked.

2.2. Expiration and Zone Reversion.

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

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

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

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

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

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

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

2.2.3.1. Reserved.

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

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

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

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

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

3. Definitions and Interpretation.

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

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

3.2. Approval Date. "Approval Date" means the date the Board of County Commissioners approved this Agreement.

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

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

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

3.6. Board of County Commissioners means the elected County Commission of Weber County.

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

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

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

3.10. Concept Plan means **Exhibit C – Concept Plan**, a conceptual plan for the Project which is

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

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

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

- 3.41. **Subdivision** means the division of any portion of the Project into a subdivision pursuant to the Act and/or the Code.
- 3.42. **Subdivision Application** means the application to create a Subdivision.
- 3.43. **Successor** means a person or entity that succeeds to a Party's rights and responsibilities under this Agreement by any means, whether in whole or in part, and whether directly or indirectly. It does not include a purchaser or other transferee to whom Master Developer or its Successor conveys a lot within an approved subdivision.

4. **Conflicting Provisions**

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

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

- 5.1. **Vested Rights.** Master Developer shall have the Vested Right to develop and construct the Project on the Property in accordance with the R1-15 zone and in accordance with **Section 8** of this Agreement (the Vested Rights), subject to compliance with the terms and conditions of this Agreement and other applicable Code provisions in effect as of the Approval Date. The Parties intend that the rights granted to the Master Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity.
- 5.2. **Existing Laws.** Except as otherwise specified in this Agreement, the Parties hereby mutually volunteer to the application of the Code, except **Title 102**, in effect at the time of the Approval Date herein, to the Project until this Agreement is terminated or expires. The Code is incorporated into this Agreement by reference.
- 5.3. **Exceptions to Vested Rights.** The Parties understand and agree that the Project may be required to comply with future changes to the Code that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the County that would be applicable to the Project:
 - 5.3.1. **County Discretion to Apply Future Laws.** County has full discretion to either apply or not apply any future law or adopted standard provided it does not explicitly conflict with any specific provision of this Agreement, except as may be allowed by **Section 5.5** of this agreement.
 - 5.3.2. **Written Agreement.** The Parties may mutually agree, in writing, to the application of future laws to the Project.
 - 5.3.3. **Compliance with State and Federal Laws.** Future laws which are generally applicable to all properties in the County and which are required to comply with State and Federal laws and regulations affecting the Project.

- 5.3.4. Safety Code Updates.** Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code (IBC), International Residential Code (IRC), the American Public Works Association (APWA) Specifications, American Association of State Highway and Transportation Officials (AASHTO) Standards, the Manual of Uniform Traffic Control Devices (MUTCD), the National Association of City Transportation Officials (NACTO) or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety, or welfare;
- 5.3.5. Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons and entities similarly situated;
- 5.3.6. Fees.** Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the County, or a portion of the County as specified in the lawfully adopted fee schedule, and which are adopted pursuant to State law; and
- 5.3.7. Impact Fees.** Impact Fees or modifications thereto which are lawfully adopted, imposed, and collected.
- 5.4. Future Laws.** The Parties agree that this Agreement and the associated rezone offers mutual benefits based on existing laws. As such, a future law or binding judicial decision that limits or interferes with any of Master Developer's material responsibilities herein could prevent the County from realizing such expected benefits in a manner that, had the future law or binding judicial decision existed at the time of consideration, might have dissuaded the County from executing this Agreement or granting the associated rezone. Therefore, the Parties agree that if a future law is implemented or a binding judicial decision is issued that gives Master Developer the right or ability to avoid, limit, or interfere with any responsibility specified in this Agreement, Master Developer hereby waives the new right or ability in favor of maintaining the applicability and integrity of this Agreement. In the event the new right or ability is such that Master Developer's waiver still limits or interferes with the responsibility or the applicability thereof, then this Agreement automatically terminates as provided in **Section 2**. However, the termination shall be void and both Parties shall proceed as if no termination occurred if the County stipulates, in writing, to such.
- 5.5. Reserved Legislative Powers.** Master Developer acknowledges that the County is restricted in its authority to limit its police powers by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the County all of its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation under its police powers, any such legislation shall only be applied to modify the Vested Rights of Master Developer based upon policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the Vested Rights doctrine in the State of Utah as codified in Utah Code §17-27a-508, and case law interpreting the same. Any such proposed change affecting the Vested Rights of the Project shall be of general application to all development activity in similarly situated unincorporated areas of the County; and unless in good faith the County declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the Vested Rights doctrine.

6. Project Description.

A residential subdivision within the R1-15 zone that complies with the connectivity requirements of Code **Section 106-2-1.020** that includes a public park and pathway system.

7. Project Location and Illustration.

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

8. Development Standards.

8.1. Project Density. In exchange for the benefits offered by the Master Developer in this Agreement, County agrees to allow Master Developer to create a residential subdivision at the density allowed by the Code for the R1-15 zone. Using the density allowed by the R1-15 zone, County agrees to allow the Property's entire acreage, including the area reserved for a public park, to be included in the density calculation.

8.1.1. 186 total single-family dwelling units.

8.1.2. The parties acknowledge that the Meibos Project and the adjoining Longhorn Project are both contributing land to the dedication of a public park. In consideration of this joint dedication, the County agrees that a portion of the residential density otherwise allocated to the Longhorn Estates Project may be transferred to the Meibos Project. The combined density of the Longhorn Project and the Meibos Project shall not exceed the total number of units otherwise permitted under the applicable zoning and the County's General Plan. The allocation of density between the two projects shall be as follows:

8.1.3. The combined density for Meibos (186 lots) and Longhorn (116 lots) shall not exceed 302 single family units.

8.1.4. The County acknowledges and agrees that such transfer of density is permissible under this Agreement and is consistent with the intent of the County's zoning regulations and General Plan.

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

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

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

8.2.3. Project Improvements. Each Phase shall provide logical extension of Improvements

through and throughout the Project as approved by the County in compliance with the terms of this Agreement and other applicable provisions of the Code.

- 8.2.4. Public Park Open Space.** Each Phase shall include its proportionate share of Public Park Open Space area and Improvements including, if applicable, pathways and trailheads. Each Phase shall provide for the platting and installing of a proportionate share of Public Park Open Space area and Improvements, even if such area or Improvements are not within or immediately adjacent to the subject Phase. Developer may propose which Public Park Open Space area and Improvements are provided for each Phase; however, the County has full discretion to require other Public Park Open Space area and Improvements if the County determines it is in the best interest of the community.
- 8.3. Street Connectivity.** Master Developer hereby volunteers and agrees to follow the minimum street and pathway connectivity standards as provided in **Section 106-2-1.020** of the Code. The County also agrees that the conceptual street layout illustrated in **Exhibit C – Concept Plan** satisfactorily complies with that code section.
- 8.4. Street Right-of-Way Dedication.** Master Developer agrees to dedicate or, if allowed by the County, otherwise reserve the Project’s street rights-of-way, as illustrated and labeled in **Exhibit C – Concept Plan**, as public thoroughfares at no cost to the County.

 - 8.4.1. Minimum Requirements.** Each street right-of-way shall meet the minimum applicable width specifications illustrated in **Exhibit E – Street Cross Sections**.
 - 8.4.2. Project-Specific Right-of-Way Dedication.**

 - 8.4.2.1. Reserved.**
- 8.5. Street Improvements.** Streets in or immediately adjacent to the Project shall be designed and installed by the Master Developer in accordance with their corresponding street cross sections depicted in **Exhibit E – Street Cross Sections** and as more specifically provided as follows.

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

 - 8.5.2.1.** A traffic impact study is included with the first subdivision application that is reviewed and deemed sufficient by the Weber County Engineer.
 - 8.5.3. Sidewalks.** Master Developer agrees that all public sidewalks in the project or along adjacent public rights-of-way shall be no less than five-feet wide.
 - 8.5.4. Driveway Accesses along Collector or Arterial Streets.** Master Developer agrees that no lot will be platted to provide driveway access to any collector or arterial street. County agrees to allow these lots to front these streets if they are provided access by means other than these streets.
 - 8.5.5. Reserved.**
 - 8.5.6. Street Trees.** All streets shall be lined with shade trees in the parkstrip. Trees lining an adjacent and parallel sidewalk or pathway shall suffice for the street’s trees.

 - 8.5.6.1. Tree Canopy.** Except as otherwise provided herein, the trees shall be planted in intervals and of a species such that the expected tree crown will converge with the expected tree crown of the trees adjacent. The expected

tree crown shall be the average crown of the tree species at maturity. County shall allow for reasonable gaps between expected tree crowns to accommodate driveways, streets, intersection clear-view triangles, and other right-of-way accommodations as determined appropriate by County. A reasonable gap is the width or expected width of the accommodation(s).

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

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

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

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

8.5.7.1. Master Developer Controlled:

8.5.7.1.1. **Planting.** Tree planting shall be in accordance with best practices. Care shall be taken when planting a tree or when placing anything at the base of the tree so that the root's soils are not compacted.

8.5.7.1.2. **Tree Watering.** Master Developer agrees to provide each street tree with a watering mechanism tied either to a homeowner's association master meter, or tied directly to the meter providing secondary water to the lot fronting the street Improvements. County may allow alternative tree watering methods if Master Developer:

8.5.7.1.2.1. can provide a watering plan that the County determines sufficient and appropriate for the health of the tree; and

8.5.7.1.2.2. volunteers to be responsible for tree care, pursuant to **Section 8.5.7.1.3**, for an additional two years after the end of the warranty period.

8.5.7.1.3. **Tree Care.** Master Developer agrees to be responsible for tree health throughout the duration of the warranty period, after which the owner of the lot fronting the Improvements is responsible for the tree's health.

8.5.7.2. County Controlled:

8.5.7.2.1. At Master Developer's expense, County shall contract with an arborist certified by the International Society of Arborists to install the trees. Master Developer shall provide a cash escrow for the full estimated cost of the

installation as is typically required, including reasonable contingency costs and reasonable costs for tree replacements based on the average rate of establishment failure within the first year. If requested by the County, Master Developer agrees to periodically increase the escrow or reimburse the County to cover reasonable costs resulting from increases in labor and materials and/or inflation. Master Developer further agrees that County has full authority to draw from this escrow at any time to pay for the installation of street trees. For this alternative, County agrees to waive the required warranty period for the trees.

8.5.7.2.2. Master Developer agrees on behalf of itself and future lot owners that no final certificate of occupancy shall be issued for any building until after the required trees and appropriate and operating irrigation mechanisms for the trees are installed. County shall have full authority, based on recommendations from its tree professional, to determine what an appropriate and operating irrigation mechanism is.

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

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

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

8.5.8.1. Other Landscaping. Plantings in addition to street and pathway trees may be placed within parkstrips and along pathways by the Master Developer or homeowners, to be operated and maintained either by the adjoining owner or a homeowners association.

8.5.8.2. Construction Drawings to Include Landscaping. Each Development Application submitted shall provide a detailed Public Landscape plan that, at a minimum, shows landscaping materials proposed to be used, the proposed location, species, including the measurements of each tree's mature crown, and the method of vegetation irrigation.

8.5.8.3. Quality Control. For best practices quality control, planting shall be conducted based on the recommendations from, and under the supervision of, an arborist certified by the International Society of Arborists. Written confirmation that best practices and provisions of this Agreement pertaining to Public Landscaping were followed for each planting or installation shall be provided to the County from the arborist, along with the certification

number of the arborist, prior to the release of any financial guarantee for the Public Landscaping.

8.5.9. Reserved

8.5.9.1. Reserved.

8.5.10. Secondary Egress.

8.5.10.1. Master Developer agrees that as the project is platted and constructed, street Improvements shall be installed such that at no time shall there be more than 15 lots or dwelling units on a single access street or route of streets before a second egress is installed. The second egress shall not loop back on any part of the single access street or route of streets.

8.5.10.2. Reserved.

8.6. Non-Public Landscaping to be Water-Wise. Except within a publicly accessible park, if applicable, all lots within the development will implement water-wise landscaping measures as follows.

8.6.1. Water-wise landscaping. Except within a publicly accessible park, if applicable, all lots within the development will implement water-wise landscaping measures as follows. all lots within the development will implement water wise landscaping measures as follows:

8.6.1.1. Landscaping Pursuant to a Yard Landscape Plan. A yard landscape plan shall be submitted with each building permit application for a primary structure and be in compliance with **Exhibit H – Water wise Yard Landscape Plan Requirements**.

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

8.6.3. Reserved

8.7. Utilities.

8.7.1. Burying Utilities. Master Developer agrees to underground all utilities, both existing and proposed, within the Property and within any right-of-way adjacent to the Property in a manner that complies with adopted standards. This shall include but is not limited to canals, ditches, stormwater infrastructure, and existing overhead utilities. Long distance high voltage power transmission lines are exempt from this requirement.

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

8.7.2.1. No Service from County. Master Developer recognizes that the County does not provide sewer services for the area and has no obligation to help Master Developer or any subdeveloper gain access to a sewer service.

8.7.2.2. Sewer Treatment. Master Developer recognizes that County is not a provider for sewer treatment services. Master Developer shall arrange sewer treatment services for the Project with a provider prior to submittal of a Development Application. If within an existing sewer district's adopted

future annexation area, Master Developer agrees to annex the Property into the sewer district boundaries, if the sewer district allows it, prior to submittal of a Development Application. If the sewer district does not allow the annexation, County agrees that Master Developer may pursue other sewer treatment options that do not involve the County.

8.7.2.1. Reserved

8.7.2.2. Reserved.

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

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

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

8.7.4.2. Reserved.

8.7.4.3. Reserved.

8.7.5. Reserved

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

8.8.1. Reserved.

8.8.2. Park Dedication. Master Developer agrees to dedicate a minimum of one acre per every 34 residential lots as Public Park Open Space, with the open space rounded up to the nearest whole acre, if applicable. Open space provided by Master Developer in excess of the minimum required Public Park Open Space is not governed by this

Section 8.8.1. unless more specifically provided in this Agreement. The minimum required Public Park Open Space shall comply with the following.

8.8.2.1. Dedication Method. Unless specified otherwise in this Agreement, the minimum acreage per lot shall be dedicated to the County by means of subdivision plat dedication. County may require it be dedicated to the West Warren Park District (“Park District”) instead. County may allow the acreage to be transferred in fee or easement if County determines it appropriate.

8.8.2.2. Deferred Conveyance. County may defer dedication or conveyance, including any required Improvements, for any of the minimum required Public Park Open Space only if deferral is in the best interest of the public. This deferral shall be by means of a separate mutually acceptable agreement, recorded to the property to run with the land, and shall specify the terms of the deferral.

8.8.2.3. Reserved.

8.8.2.4. Follow Concept Plan. The configuration of Public Park Open Space shall be as generally represented in the Concept Plan. Open space shown on the Concept Plan shall be interpreted as Public Park Open Space unless clearly labeled otherwise, or unless rejected by the County and Park District.

8.8.2.5. Phasing Public Park Open Space Dedication. Each subdivision plat within the Property shall plat and dedicate no less than its pro-rata share of Public Park Open Space acreage per lot, but never less than one acre until all proposed Public Park Open Space is platted.

8.8.2.6. Reserved.

8.8.2.7. Other Waterways. County may require open space corridors along creeks, sloughs, canals, or other waterways or former waterways specified in the general plan or others that can provide valuable public open space or pathway connectivity to be dedicated.

8.8.2.8. Project-Specific Parks or Open Space Dedication.

8.8.2.8.1. Developer shall install the park is Longhorn Estates and the totals project as if the it is one continuous single park.

8.8.2.8.2. The shape, area, and design may be adjusted at the time of platting the subdivision and shall remain consistent with all Public Park Open Space standards, pursuant to Section 8.8.1 of this agreement.

8.8.3. Public Park Open Space Improvements. Master Developer agrees, unless specified in this Agreement otherwise, that the Public Park Open Space acreage shall be developed as an improved park.

8.8.3.1. Minimum Park Improvements Required. Unless agreed otherwise by the Parties and, if applicable, the Park District, Master Developer shall provide the following minimum Improvements for the Public Park Open Space.

8.8.3.1.1. **Parking.** Eight off-street parking spaces per acre of improved park area.

8.8.3.1.2. **ADA Access.** ADA accessibility from parking areas to all

restrooms, ramps, benches, and along the paved pathway.

- 8.8.3.1.3. **Restroom.** One restroom building with no less than two private toilet rooms.
- 8.8.3.1.4. **Pavilion.** 325 square feet of covered pavilion area per acre of developed park. There shall be no less than two picnic tables with attached benches for every 325 square feet of pavilion area (fractions may be rounded down to the nearest whole number). Restrooms and storage/mechanical area may be connected to the pavilion structure, but are not counted as pavilion area.
- 8.8.3.1.5. **Playground.** 600 square feet of playground area per each acre of developed park with typical playground ground cover. At least 10 percent of the playground area shall be playground equipment. Playground equipment area shall be measured from the outside boundary of the footprint of the playground equipment when viewed from above.
- 8.8.3.1.6. **Park Perimeter Pathway.** The perimeter of the park shall be encircled with a Pathway, the standards for which are depicted in **Exhibit E – Street Cross Sections.**
 - 8.8.3.1.6.1. **Benches.** At least one pathway-adjacent bench shall be installed every 500 feet along the pathway.
 - 8.8.3.1.6.2. **Bench Shade Trees.** At least one shade tree shall be installed per bench, planted adjacent to the bench in a manner that will cast the most shade onto the bench throughout the summer.
- 8.8.3.1.7. **Park District Standards.** If the improved park is to be dedicated to the Park District, then all improvements must conform to the Park District's established standards.
- 8.8.3.1.8. **Additional Project Specific Improvements.** Master Developer shall additionally provide the project specific improvements established in **Section 8.8.3.7** below, if any.
- 8.8.3.2. **Park Detail Submittal.** With each subdivision plat or improvement drawings, provide site specific detail of the Park(s). The detail shall provide:
 - 8.8.3.2.1. The location, configuration, and construction detail of required Improvements; and
 - 8.8.3.2.2. Tree location, species, average mature crown-width, and required planting and irrigation methods.
 - 8.8.3.2.3. Other proposed landscaping and other Improvements.
 - 8.8.3.2.4. Tabulations that demonstrate compliance with required Improvements and associated acreage.
- 8.8.3.3. **Public Park Open Space Financial Guarantee.** Public Park Open Space Improvements shall be included in the subdivision's financial guarantee

regardless of ownership. Prior to the release of any financial guarantee for Public Park Open Space Improvements, Master Developer shall provide County with a letter of acceptance from the Park District or other allowed park owner, if applicable.

8.8.3.4. Public Park Open Space Water. Master Developer shall provide sufficient water (rights/shares, quantities, and pressure) to provide for the Public Park Open Space's culinary and secondary water needs. Unless allowed by the County otherwise, prior to recordation of the first plat in the Project, all of the right/shares needed to serve the entire Public Park Open Space needs shall be transferred to the Park District or other allowed park owner at the time the Public Park Open Space acreage is dedicated or otherwise transferred to the Park District or other allowed park owner. If the Park District or other allowed Park owner requires the rights/shares to be transferred to another entity instead, such as the applicable water service provider for the Park, the Master Developer shall do so.

8.8.3.5. Weber River Corridor and/or Other Natural Park Areas. The County reserves the right to waive any of the requirements in **Section 8.8.3** for a Public Park Open Space area that has a location or features that make it desirable to preserve in a relatively natural state, as generally guided by the general plan.

8.8.3.5.1. **Weber River Corridor.** As a supplement to the provisions of **Section 8.8.2.6**, Master Developer shall provide a pathway within the Weber River Corridor Park in a manner acceptable to the County and Parks District.

8.8.3.5.2. **Other Waterways.** As a supplement to the provisions of **Section 8.8.2.7**, County may require open space pathways and other Improvements that support the health of the open space corridor.

8.8.3.5.3. **Improvements and Expense.** For this acreage, County may require any restoration, reclamation, revegetation or other similar Improvements or efforts it deems necessary, provided those Improvements or efforts have the same or lower estimated expenses of what would otherwise be required if the Public Park Open Space acreage was improved to the required minimum standards of this Agreement.

8.8.3.5.4. **Removal of Vegetation and Hydroseeding.** At a minimum, all invasive plant species shall be removed from the Public Park Open Space acreage and, unless required otherwise, any ground not already fully vegetated shall be hydro-seeded with a native seed mix and erosion control methods shall be implemented in accordance with best practices.

8.8.3.5.5. **Quality Control.** For best practices quality control, all efforts shall be conducted based on the recommendations from, and under the general supervision of, a landscape architect, arborist, or a similarly qualified professional. Written confirmation that best practices were followed shall be provided to the County from the professional prior to the

release of any financial guarantee for the work.

8.8.3.6. Phasing of Public Park Open Space Improvements. Unless provided otherwise in this Agreement, Public Park Open Space Improvements may be Phased with the rest of the Project's Phasing plan as long as:

8.8.3.6.1. **Approved Construction Drawings.** All required final construction drawings for the entire Project, including all Public Park Open Space Improvements, have been approved by the County Engineer;

8.8.3.6.2. **Successive Improvements.** All Phases provide sufficient Improvements necessary for the successive construction of Improvements proposed in other Phases; and

8.8.3.6.3. **Completed prior to C/O.** A Phase's minimum required per-acre park Improvements specified in **Section 8.8.3** are installed, accepted, and open for public use prior to issuance of the first certificate of occupancy in the Phase.

8.8.3.7. Park Open Space Maintenance. Master Developer agrees to operate and maintain or cause to be operated and maintained the Public Park Open Space acreage until the county or the Park District assume control of the park is complete, at which time t the County of the Park District shall assume responsibility.

8.8.3.8. Project-Specific Public Park Open Space Improvements and Considerations. Master Developer agrees to provide the following Project-specific Public Park Open Space Improvements and considerations.

8.8.3.9. The park shall be built and designed in accordance with this development agreement and the park plan attached in Exhibit C

8.8.3.10. Amendments to the park plan in Exhibit C shall be approved by the West Warren Parks District.

8.8.3.11. Reserved.

8.9. Pathways and Trailheads. Master Developer agrees to help the County's reach its goal of providing a walkable community wherein neighborhoods are interlinked to each other and to community destinations. Master Developer understands that the creation and interconnection of trails/pathways is a critical part of the County's consideration for this Agreement, the associated rezone, and the additional density given. As such, Master Developer agrees to install or cause to be installed the pathways as generally configured on the attached Concept Plan (**Exhibit C – Concept Plan**) and as otherwise specified as follows.

8.9.1. Pathway and Trailhead Dedication. Master Developer agrees to dedicate the minimum area required for proposed pathways and, if applicable, trailheads. The minimum required pathway right-of-way shall comply with the configuration in the attached **Concept Plan (Exhibit C – Concept Plan)**, and **Pathway Cross Section** , or if adjacent to a street, **Exhibit E – Street Cross Sections**). The minimum required trailhead dedication shall comply with **Exhibit I – Reserved**. Pathway right-of-way and trailhead area shall count toward the minimum required Public Park Open Space area specified in **Section 8.8.1** of this Agreement. Dedication of pathway rights-of-way and trailhead area shall comply with that section, with the term "Park" being supplanted with the term "pathway" or "trailhead" as may be contextually applicable, except that the per-

lot pro-rata share of pathway right-of-way shall be based on the amount of linear feet of pathway that can be constructed within such right-of-way and not solely on acreage.

8.9.2. Pathway Improvements. Unless specified in this Agreement otherwise, Master Developer agrees that each proposed pathway right-of-way, pursuant to **Exhibit C – Concept Plan**, or required pathway right-of-way shall be developed as an improved pathway.

8.9.2.1. Required Pathways. Regardless of what is displayed in **Exhibit C – Concept Plan**, a street-adjacent pathway shall be installed along each major residential, collector, and arterial street within or immediately adjacent to the Property.

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

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

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

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

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

8.9.2.5.2. Curb Extensions. Curb extensions (bulb-outs) shall be installed for pathway street crossings on both sides of the applicable street. A curb extension (bulb-out) shall be constructed to constrict a residential street width to no greater than 24 feet, or 36 feet if the street has or is planned to have an on-street bike lane. The County Engineer has discretion to

modify this width if the street's design is different than the County's standard. Each curb extension shall be marked with a traffic delineator as prescribed by the County Engineer or County Roads Supervisor. If Master Developer is not responsible for other street Improvements on the opposite side of a street, the following minimum curb extension requirements shall be installed on that side.

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

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

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

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

8.9.2.7. Project Specific Pathway Improvements. A trail parallel to the Warren Canal shall be constructed under the permission of the Warren Canal Company. The developer is required to obtain permission from the canal company. If the Warren Canal Company is not will to allow for a trail within the canal easement, the Developer shall construct a ten-foot pathway parallel to the canal included within the subdivision boundary.

8.9.3. Reserved.

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

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

8.10.2. House Wrap. Each home will be wrapped with a water-proof barrier.

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

8.12. Reserved.

9. Amendments, Modifications, and Revisions.

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

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

9.2. Modification Application Contents and Process.

9.2.1. Contents. Modification Applications shall:

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

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

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

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

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

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

9.2.3. Planning Commission Review of Modification Applications.

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

complexity of the Modification Application.

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

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

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

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

9.4.1. Changes Necessary to Comply with Other Laws. Any resulting changes as a consequence of obtaining or complying with a federal, state, or local permit or approval; provided that the changes are Routine and Uncontested and the application thereof does not materially affect the County's original intent, findings, or conditions on the Project in a manner that would have likely resulted in a different decision on this Agreement, as determined by the Planning Division Director.

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

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

10. Miscellaneous Provisions.

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

10.1.1. Installation of street trees, as specified in **Section 8.5.6.4** of this Agreement.

10.1.2. Installation of a furnace and water heater that is at least 95% efficient, as specified in **Section 8.10.1** of this Agreement

10.1.3. Installation of a water proof house wrap, as specified in **Section 8.10.2** of this Agreement.

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

10.2. Financial Guarantee Requirements. Master Developer agrees to be governed by the financial guarantee provisions in **Section 106-4-3** of the Code in effect at the time of the Approval Date. In addition to required Improvements listed in the Code, Master Developer further agrees that the financial guarantee shall include all required Improvements specified in this Agreement.

Prior to the release or partial release of certain financial guarantee funds, the following are required.

- 10.2.1.** Written confirmation of implementation of landscape best practices from a qualified professional, as specified in **Section 8.8.3.5.5.**
- 10.2.2.** Written confirmation of implementation of landscape best practices from a qualified professional, as specified in **Section 8.5.8.3.**
- 10.2.3.** Written letter of acceptance for Public Park Open Space Improvements, as specified in **Section 8.8.3.3.**
- 10.3. Financial Guarantee for Public Landscaping, Public Park Open Space, and Trailheads.** Master Developer agrees to provide a financial guarantee to the County for required landscaping on public property, for required Public Park Open Space Improvements, and for required trailhead improvements. The financial guarantee shall follow the same standards and processes as provided in **Section 10.2** of this Agreement.
- 10.4. Reserved.**
- 10.5. Future Taxes, Services, and Districts.**
 - 10.5.1. District(s).** Master Developer agrees to annex the Property into any local taxing district if the purpose of that district is to provide any service necessary for the development of the property pursuant to this Agreement and the Code. Annexation shall occur prior to final plat recordation. If the project will be Phased, the entire preliminary plat/plan shall be annexed into said district(s) prior to recordation of the first plat.
 - 10.5.2. Municipal Services Tax.** Master Developer agrees that the County may impose additional tax to the Property to better accommodate for the municipal services demand of the Project, provided that the tax is reasonably necessary to provide the service(s).
 - 10.5.3. Restriction on Right to Protest Future Tax or Taxing Entity.** If the Property is ever within the boundaries of a Proposed Taxing Entity or Proposed Tax, and the process for applying the Proposed Taxing Entity or Proposed Tax to the Property includes the right for affected landowners to file a protest in a manner that could hinder the application of the Proposed Taxing Entity or Proposed Tax to the Property, Master Developer hereby waives the right to file the protest, and agrees that any protest filed is void. Master Developer does so on behalf of itself and all future owners who may obtain any interest in the Property. Future owners are hereby on notice that the right is waived. This provision applies unless the County Commission agrees, in writing, with and to the protest.
- 10.6. Expert Review for Development Applications.** If the County subjects the Development Application to a review by County Consultants then payment of the reasonable and actual costs of the County Consultants' review shall be the responsibility of Applicant.
- 10.7. Parcel Sales.** Master Developer may obtain approval of a Subdivision that does not create any individually developable lots in the Parcel without being subject to any requirement in the Code to complete or provide security for the Improvements at the time of the Subdivision except that the County may require as a part of the Subdivision of the Parcel the construction of perimeter Improvements such as curb and gutter, sidewalks and fire hydrants if reasonably necessary given the location of the Parcel Sale in relation to other development and the respective timing of the completion of such developments. The responsibility for completing and providing security for completion of any Improvements in the Parcel shall be that of the Master Developer or a Subdeveloper upon a further Subdivision of the Parcel that creates individually developable lots.

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

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

11. General Provisions.

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

and provide such information regarding the proposed Assignee that the County may reasonably request in making the evaluation permitted under this Section. Such Notice shall include the following.

- 11.4.4.1. All necessary contact information for the proposed Assignee.
- 11.4.4.2. The entry number of this Agreement on file in the Office of the Weber County Recorder, and entry number to any successive amendments thereto or other agreements that may affect this Agreement or amendments thereto.
- 11.4.4.3. A verbatim transcription of this **Section 11.4.** "Assignability," or future amendment thereof, if applicable.

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

- 11.4.5.1. If the County is not reasonably satisfied of the proposed Assignee's ability to perform the obligations of Master Developer proposed to be assigned;
- 11.4.5.2. If the County has reasonable concern that the assignment will separate the Project in a manner that creates unreasonable additional demand for any type of governmental service, including additional demand for coordination amongst Assignees or other administrative review services not otherwise anticipated at the time of the execution of this Agreement; or
- 11.4.5.3. If the County has reasonable concern that the assignment will separate the Project in a manner that negates the purpose of master planning the Project area as one complete development.

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

- 11.5. **Binding Effect.** Except as otherwise specified in this Agreement, this Agreement shall be binding upon the Parties and their respective Successors, as well as all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Property, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.
- 11.6. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have unless the Party has waived the right in writing.
- 11.7. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.
- 11.8. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this Agreement, the County and Master Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments and the Master Developer. The initial representative for the County shall be the Planning Division Director and the initial representative for Master Developer shall be the presiding member of Lync Development. The parties may change their designated representatives by Notice.
- 11.9. **Mutual Drafting.** Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either Party based on

which Party drafted any particular portion of this Agreement.

- 11.10. Utah Law.** This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.
- 11.11. Authority.** Each Party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.
- 11.12. Duty to Act Reasonably and in Good Faith.** Unless otherwise expressly provided, each Party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement.
- 11.13. Communication and Coordination.** The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.
- 11.14. Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.
- 11.15. Incorporation of Recitals and Introductory Paragraph.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
- 11.16. Subjection and Subordination.** Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments hereof. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to Master Developer or the County
- 11.17. Severability.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.
- 11.18. Other Necessary Acts.** Each of the Parties shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.
- 11.19. Agreement Recordation Deadline.** This agreement and its associated rezone shall be considered abandoned and become null and void if not presented to the County for recordation within one year of the Approval Date.

12. Notices.

- 12.1. Written Notice.** Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by facsimile transmission or email.
- 12.2. Addresses.** Notices shall be given to the Parties at their addresses set forth as follows in this Section.

If to the County:

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

With copies to:

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

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

If to Master Developer:

Pat Burns, Lync Development
1946 W 5600 S Roy, Utah, 84067

-
- 12.3. Effectiveness Of Notice.** Except as otherwise provided in this Agreement, each Notice shall be effective and shall be deemed delivered on the earlier of:
- 12.3.1. Physical Delivery.** Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending Party has confirmation of transmission receipt of the Notice).
- 12.3.2. Electronic Delivery.** Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending Party has an electronic receipt of the delivery of the Notice
- 12.3.3. Mail Delivery.** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any Party may change its address for Notice under this Agreement by giving written Notice to the other Party in accordance with the provisions of this Section.

13. Default and Remedies.

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

Default has occurred shall provide Notice to the other Party.

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

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

13.2. Dispute Resolution Process.

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

13.2.2. Mediation. If this Conference process does not resolve the dispute within the 7-day Conference period, the Parties shall in good faith submit the matter to mediation. The Parties shall send the same types of representatives to mediation as specified for the "Conference" process. The mediation shall take place within forty-five (45) days of the Parties submitting the dispute to mediation. If the dispute is not able to be resolved through the mediation process in the 45-day period, the Parties may pursue their legal remedies in accordance with Utah and local law.

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

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

13.3.2. Legal Remedies. The rights and remedies available at law and in equity, including injunctive relief and specific performance, but not damages.

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

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

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

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

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

14. Entire Agreement.

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

15. Covenants Running with the Land

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

16. Counterparts.

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

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

(Signatures on following pages)

SIGNATURES

“County”

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

Signed by: _____ on: _____
Commission Chair *Signature Date*

Commission Approval Date: _____
Approval Date
(as defined in this Agreement)

ATTEST: _____

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

Exhibit A – Property Legal Description

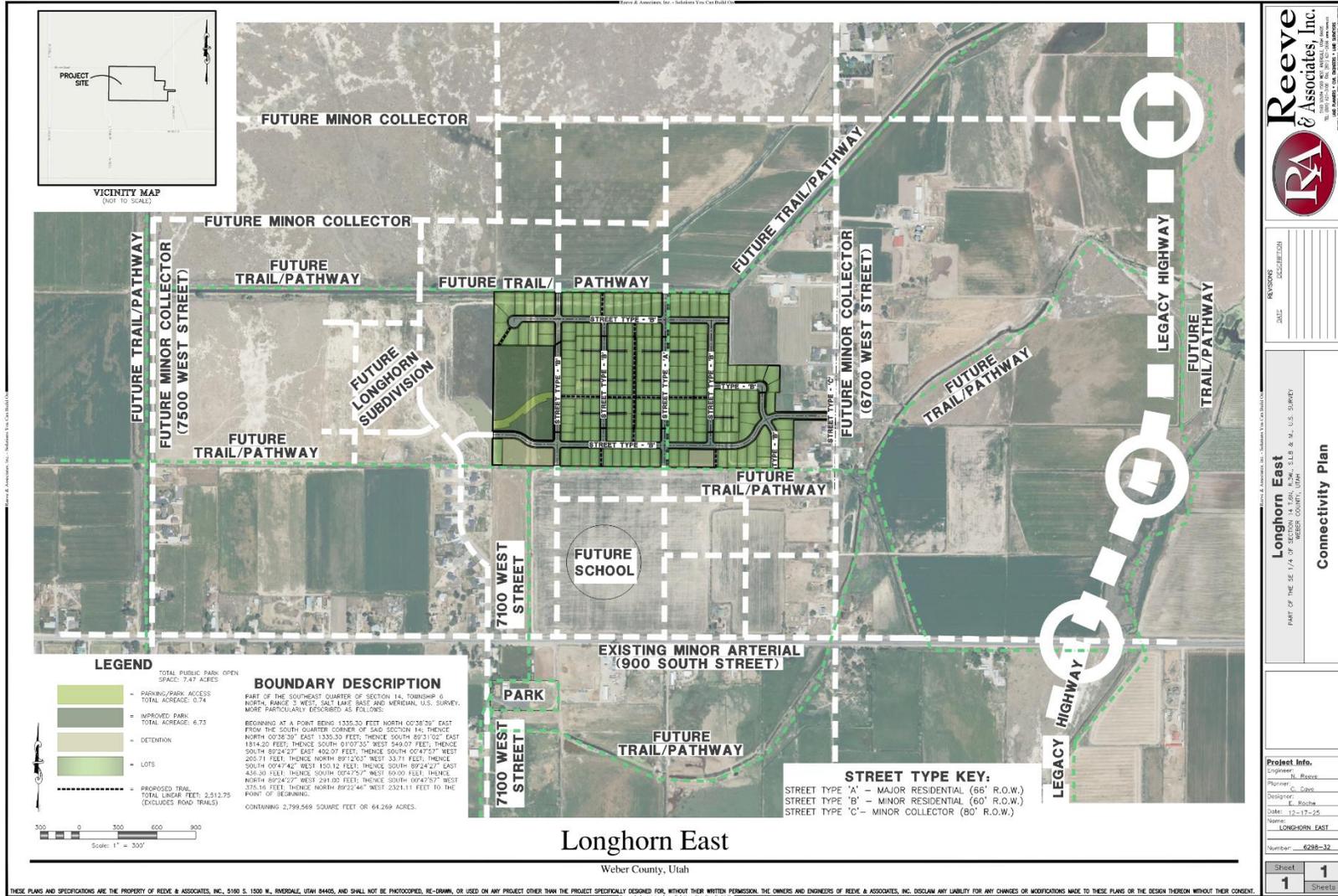
BOUNDARY DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING 1335.30 FEET NORTH 00°38'39" EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 14; THENCE NORTH 00°38'39" EAST 1335.30 FEET; THENCE SOUTH 89°31'02" EAST 1814.20 FEET; THENCE SOUTH 01°07'35" WEST 549.07 FEET; THENCE SOUTH 89°24'27" EAST 402.07 FEET; THENCE SOUTH 00°47'57" WEST 205.71 FEET; THENCE NORTH 89°12'03" WEST 33.71 FEET; THENCE SOUTH 00°47'42" WEST 150.12 FEET; THENCE SOUTH 89°24'27" EAST 436.30 FEET; THENCE SOUTH 00°47'57" WEST 60.00 FEET; THENCE NORTH 89°24'27" WEST 291.00 FEET; THENCE SOUTH 00°47'57" WEST 375.16 FEET; THENCE NORTH 89°22'46" WEST 2321.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,799,569 SQUARE FEET OR 64.269 ACRES.

Exhibit C – Concept Plan



| REVISION | DATE | DESCRIPTION |
|----------|------|-------------|
| | | |
| | | |
| | | |

Longhorn East
PART OF THE SE 1/4 OF SECTION 14, T4N, R3W, S14 & 15, U.S. SURVEY
WEBER COUNTY, UTAH

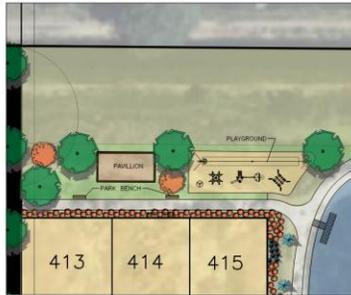
Connectivity Plan

| | |
|--------|---|
| Sheet | 1 |
| of | 1 |
| Sheets | |

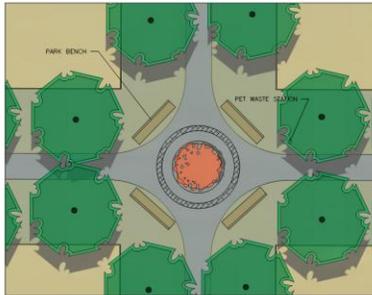
THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5100 S. 1500 W., RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.



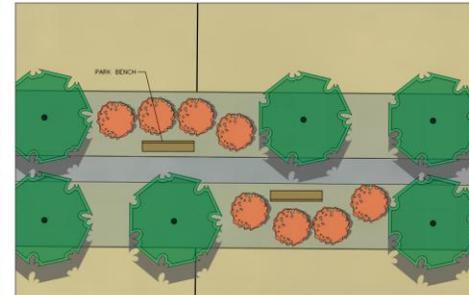
Vicinity Map
NOT TO SCALE



North Park
SCALE: 1"=40'



Green Corridor Crossroads
SCALE: 1"=10'

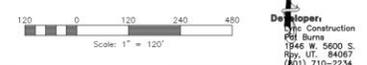


Green Corridor (Typ. per 100ft)
SCALE: 1"=10'



Density Calculations

| | |
|----------------------------------|------------|
| Total Combined Project Area..... | 105.13 ac. |
| Total Open-space..... | 13.12 ac. |
| Total Park grounds..... | 17.42 ac. |
| Park Parking..... | 102 stalls |
| Total Units..... | 290 |



Developer
 Hix Construction
 P.O. Box 100
 1548 W. 5600 S.
 Roy, UT, 84067
 (801) 710-2234

Reeve & Associates, Inc.
 THE SOUTH WEST REGIONAL FIRM
 1800 W. 1000 S., SUITE 100, OGDEN, UTAH 84403
 PHONE: (801) 771-1111 FAX: (801) 771-1112

IRA

REVISIONS
 DESCRIPTION
 DATE

Longhorn/ Longhorn East
 WEBER COUNTY, UTAH
Park Plan

Project Info.
 Engineer: N. Rose
 Planner: C. Cole
 Drafter: S. Strawn
 Name: Longhorn/ Longhorn East
 Number: 5288-32

1
 1 Total Sheets

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREIN WITHOUT THEIR CONSENT.

Exhibit D – Associated Rezone Area



Exhibit E – Street Cross Sections

Minor Residential Streets shall be labeled with an “A” on the Master Plan.

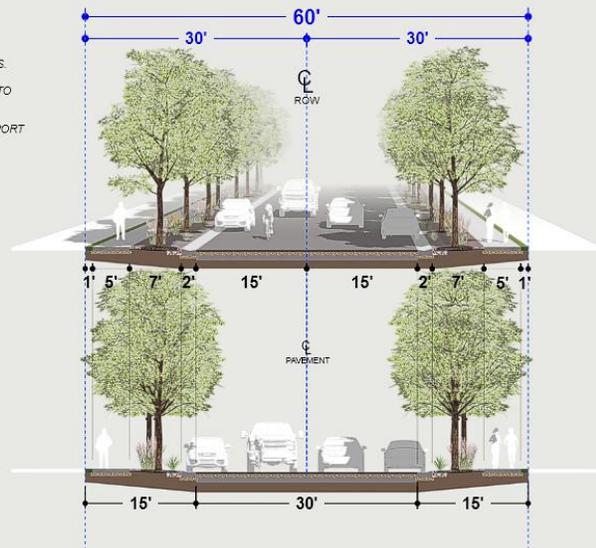
MINOR RESIDENTIAL

VEHICLE LANES: 2 (UNMARKED)
INTENDED SPEED: 25 MPH
SHOULDER: ON-STREET PARKING
BICYCLE FACILITIES: ON-STREET (UNMARKED)

CONTEXT: RESIDENTIAL STREETS WITH LIMITED LENGTH

- LOWEST EXPECTED SPEED AND VOLUME.
- ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES.
- PRIVATE ACCESS EXPECTED.
- DOES NOT PROVIDE SIGNIFICANT CONNECTIONS THROUGH NEIGHBORHOOD OR TO COLLECTOR OR ARTERIAL STREETS.

NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES.



Major Residential Streets shall be labeled with a “B” on the Master Plan.

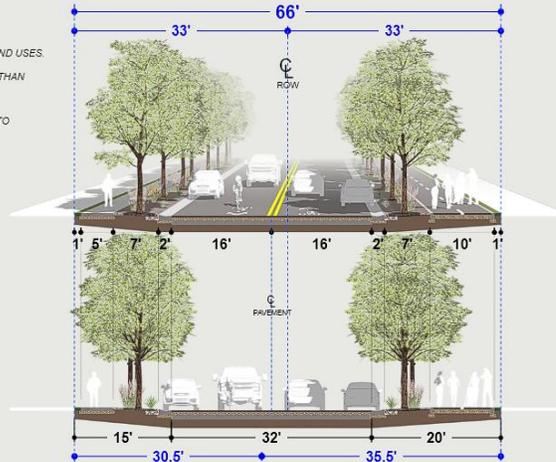
MAJOR RESIDENTIAL

VEHICLE LANES: 2
INTENDED SPEED: 25 MPH
SHOULDER: ON-STREET PARKING
BICYCLE FACILITIES: ON-STREET LANE SHARROW

CONTEXT: RESIDENTIAL STREETS THAT CONNECT NEIGHBORHOODS

- LOWEST EXPECTED SPEED AND VOLUME.
- ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES.
- PRIVATE ACCESS EXPECTED.
- GENERALLY PROVIDES CONTINUOUS ROUTE THAT IS USUALLY GREATER THAN 1,300 FEET, THROUGH NEIGHBORHOOD, OR CONNECTS A COLLECTOR OR ARTERIAL STREET TO OTHER RESIDENTIAL STREETS.

NOTE: ROW AND PARKSTRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES.



Minor Collector Streets shall be labeled with a “C” on the Master Plan.

MINOR COLLECTOR - 3P

VEHICLE LANES: 3
 INTENDED SPEED: 30-40 MPH
 SHOULDER: BIKE LANE, ON-STREET PARKING
 BICYCLE FACILITIES: BIKE LANE

CONTEXT: EXISTING OR PLANNED POPULATION CENTERS AND EDGES.

- LOW/MODERATE EXPECTED SPEED, MODERATE VOLUME.
- ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES.
- PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.

NOTE: USE WHEN UPGRADING ROW TO MAJOR COLLECTOR 3P IS NOT FEASIBLE.

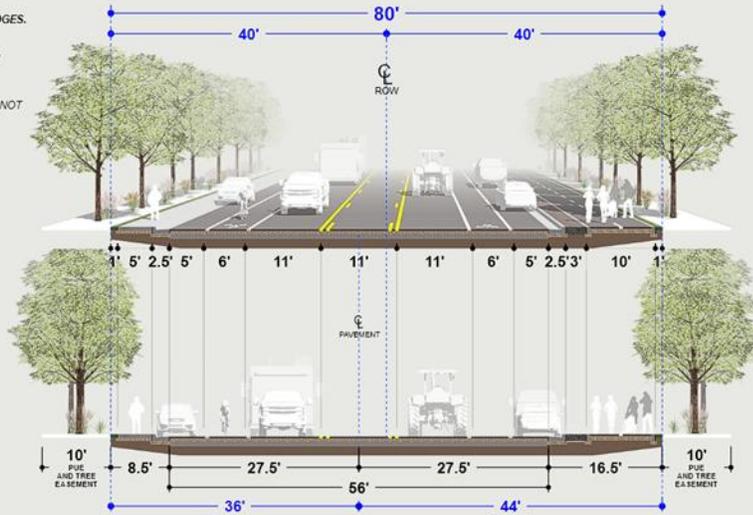


Exhibit F – Non-Street-Adjacent Pathway Cross Section

Notes:

County Engineer may require concrete instead of asphalt. If concrete, pathway joints shall be saw-cut. If asphalt, both edges of the pathway shall be bounded by a concrete ribbon that is at least six inches wide and 12 inches deep.

See County Code **Section 106-2-1.020** for alternative right of way width standards.



Exhibit G – Reserved

Exhibit H – Water wise Yard Landscape Plan Requirements

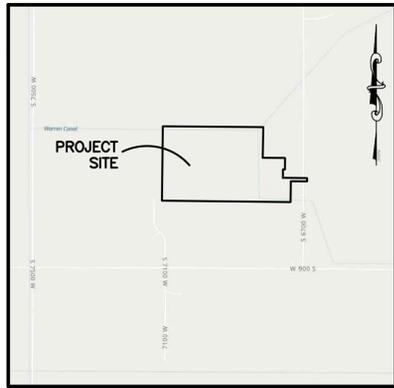
The yard landscape plan shall be created by a landscape architect licensed in the State of Utah. The architect shall certify that the plan is designed, using a combination of planting and watering methods, to use 50 percent less outdoor water than expected for a typical residential lot in Weber County.

Weber Basin Water Conservancy District estimates the typical quarter-acre (10,890 square-foot) residential lot has an expected outdoor water use of 0.38 acre feet (119,385 gallons) annually. This equates to approximately 11.37 gallons per square foot of the total lot area (both landscaped area and non-landscaped area). 50 percent less is 5.68 gallons per square-foot annually.

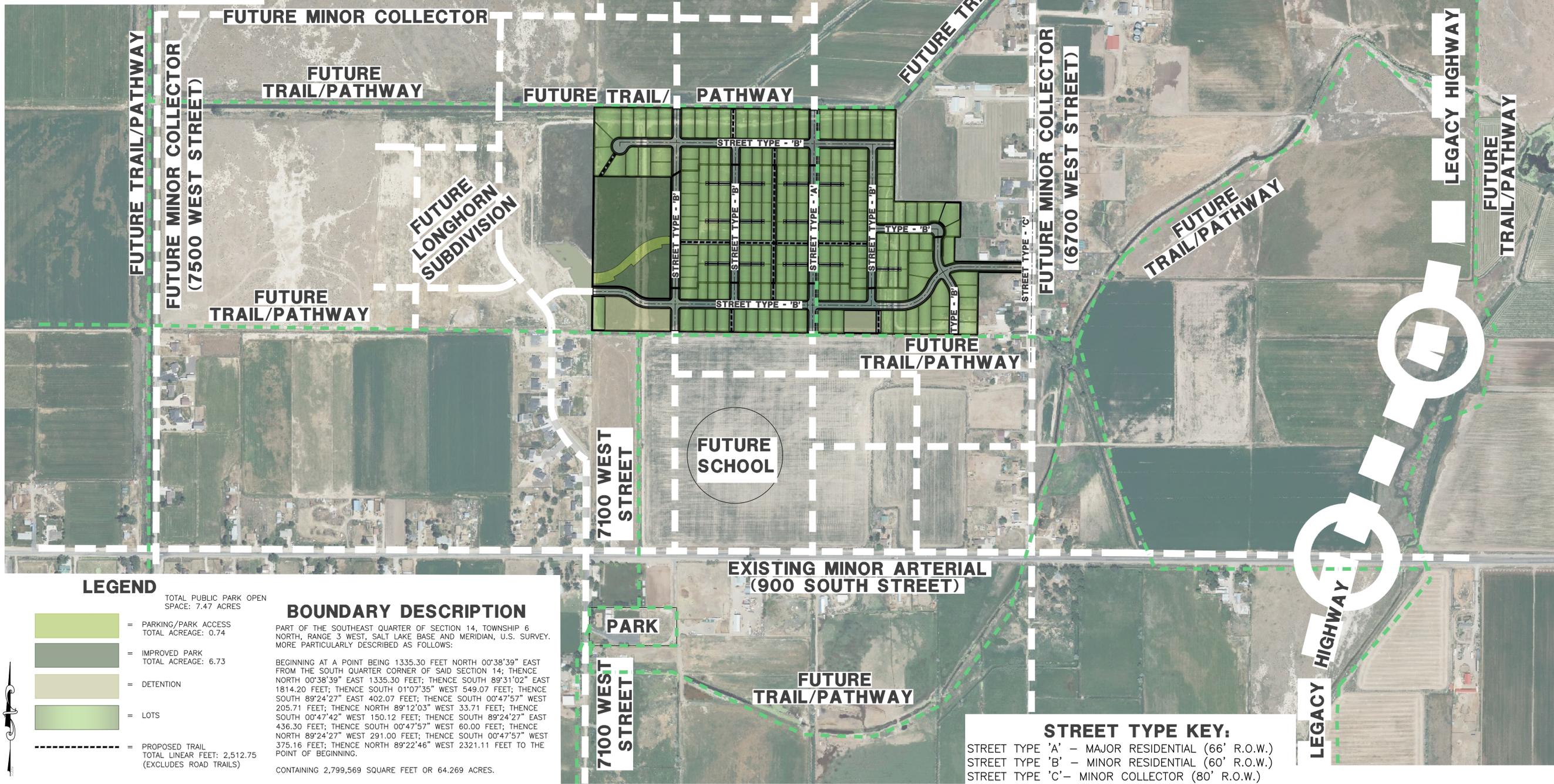
Thus, the yard landscape plan's landscaping and watering methods shall be certified by the landscape architect to allow no more than 5.68 gallons of water per square-foot of total lot area for each lot up to 10,890 square feet (up to 59,693 gallons). For lots greater than 10,890 square feet, the applicant's architect shall certify that the plan allows for no more than 59,693 total gallons of water per year. Care shall be taken to reduce use of sprinklers where possible.

Exhibit I – Reserved

Exhibit J – Reserved



VICINITY MAP
(NOT TO SCALE)

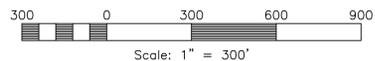


LEGEND

- = TOTAL PUBLIC PARK OPEN SPACE: 7.47 ACRES
- = PARKING/PARK ACCESS TOTAL ACREAGE: 0.74
- = IMPROVED PARK TOTAL ACREAGE: 6.73
- = DETENTION
- = LOTS
- = PROPOSED TRAIL TOTAL LINEAR FEET: 2,512.75 (EXCLUDES ROAD TRAILS)

BOUNDARY DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT BEING 1335.30 FEET NORTH 00°38'39" EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 14; THENCE NORTH 00°38'39" EAST 1335.30 FEET; THENCE SOUTH 89°31'02" EAST 1814.20 FEET; THENCE SOUTH 01°07'35" WEST 549.07 FEET; THENCE SOUTH 89°24'27" EAST 402.07 FEET; THENCE SOUTH 00°47'57" WEST 205.71 FEET; THENCE NORTH 89°12'03" WEST 33.71 FEET; THENCE SOUTH 00°47'42" WEST 150.12 FEET; THENCE SOUTH 89°24'27" EAST 436.30 FEET; THENCE SOUTH 00°47'57" WEST 60.00 FEET; THENCE NORTH 89°24'27" WEST 291.00 FEET; THENCE SOUTH 00°47'57" WEST 375.16 FEET; THENCE NORTH 89°22'46" WEST 2321.11 FEET TO THE POINT OF BEGINNING.
 CONTAINING 2,799,569 SQUARE FEET OR 64.269 ACRES.



STREET TYPE KEY:
 STREET TYPE 'A' - MAJOR RESIDENTIAL (66' R.O.W.)
 STREET TYPE 'B' - MINOR RESIDENTIAL (60' R.O.W.)
 STREET TYPE 'C' - MINOR COLLECTOR (80' R.O.W.)

Longhorn East

Weber County, Utah

Reeve & Associates, Inc.
 5160 SOUTH 1500 WEST RIVERDALE, UTAH 84405
 TEL: (801) 621-3100 FAX: (801) 621-5666 WWW.REEVE.CO
 LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
 TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

| REVISIONS | DESCRIPTION |
|-----------|-------------|
| DATE | |
| | |
| | |
| | |
| | |

Longhorn East
 PART OF THE SE 1/4 OF SECTION 14 T.6N, R.3W, S.14 & M., U.S. SURVEY
 WEBER COUNTY, UTAH

Connectivity Plan

Project Info.

| | |
|-----------|---------------|
| Engineer: | N. Reeve |
| Planner: | C. Cave |
| Designer: | E. Roche |
| Date: | 12-17-25 |
| Name: | LONGHORN EAST |
| Number: | 6298-32 |

| | |
|----------|----------|
| Sheet | 1 |
| 1 | Sheets |



MEMO

TO: Weber County Planning Commission

FROM: Charlie Ewert

DATE: December 30, 2025

RE: Discussion regarding a potential rezone proposal (A-1 to FB), development agreement, and Form-Based zone street regulating plan amendment for Willow Village, located at approximately 4539 West, 900 South.

In the January 6 meeting, the planning commission is being asked to consider in work session a potential rezone proposal for Heritage Land Development LLC. The property is located at approximately 4539 West, 900 South. It is adjacent to and formerly the intended Phase 2 of The Barn at Terakee Farms subdivision.

The property is currently zoned A-1 and the requested zone is the Form-Based (FB) zone. The form-based codes are intended to govern development by focusing more on the built environment than on the intended uses. The county's Form-Based zone focuses on both, and is therefore a hybrid form-based code.

Similar to how traditional zoning is guided by the general plan's future land use map (future land use map -> traditional zoning uses and standards), a form-based code is guided by a street regulating plan (future land use map -> street regulating plan -> FB zone uses and standards). However, a street regulating plan is adopted as part of the code and is therefore part of the law – not simply a guiding document such as the general plan.

The county's FB zone has a street regulating plan that was designed to follow the 2022 general plan's future land use map. In December 2024 the county amended the future land use map for this area, but the FB zone's street regulating plans has not yet been adjusted to follow suit.

Heritage Land Development is now requesting to update the street regulating plan map to be more consistent with the updated future land use map, and to rezone the property to the FB zone. If the rezone is favorable, staff recommends also including all of the existing Terakee Farms subdivision (all lots still developer owned). The purpose for the rezone is to allow for a development project that includes a little but of street-facing commercial space, townhomes, and a few small single-family residential lots.

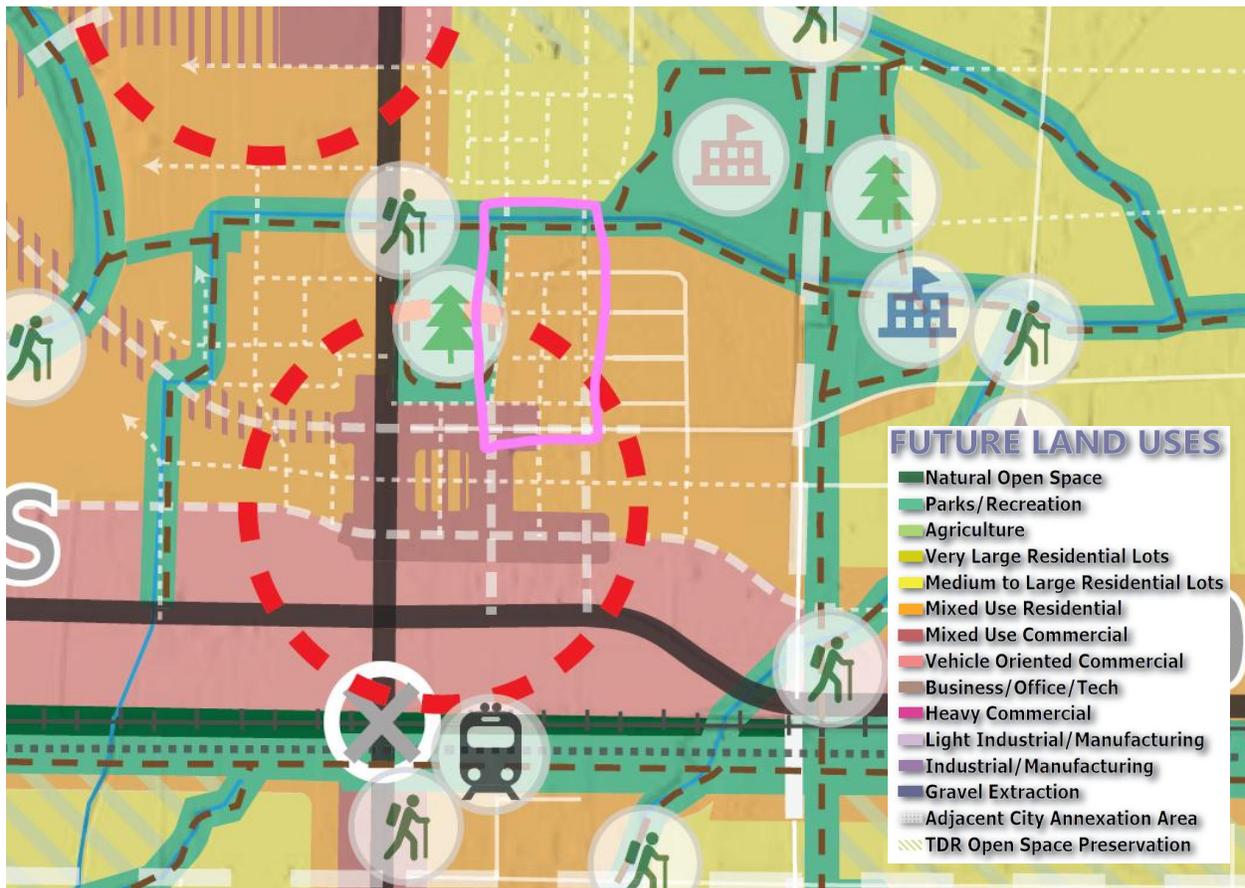
The applicant is proposing a combination of public and private streets. The county would expect any private street to be open for use by the public (via development agreement). The applicant is also requesting a number of modifications to the FB zone's building standards, which if supportable can also be implemented by development agreement. The planning commission may favor the adjustments because the strictness of the FB zone's standards, being designed to help many different and varying smaller lot-owners and development proposals fit well in the same neighborhood, might not need be so strict for larger neighborhood-scale development proposals wherein compatibility challenges can be better addressed at a larger scale.

The two biggest challenges to the applicant’s requested modified standards that may be of concern is the proposal for townhomes with street-facing garage doors (and private yards in the back) and the installation of fewer streets than are shown on the street regulating plan.

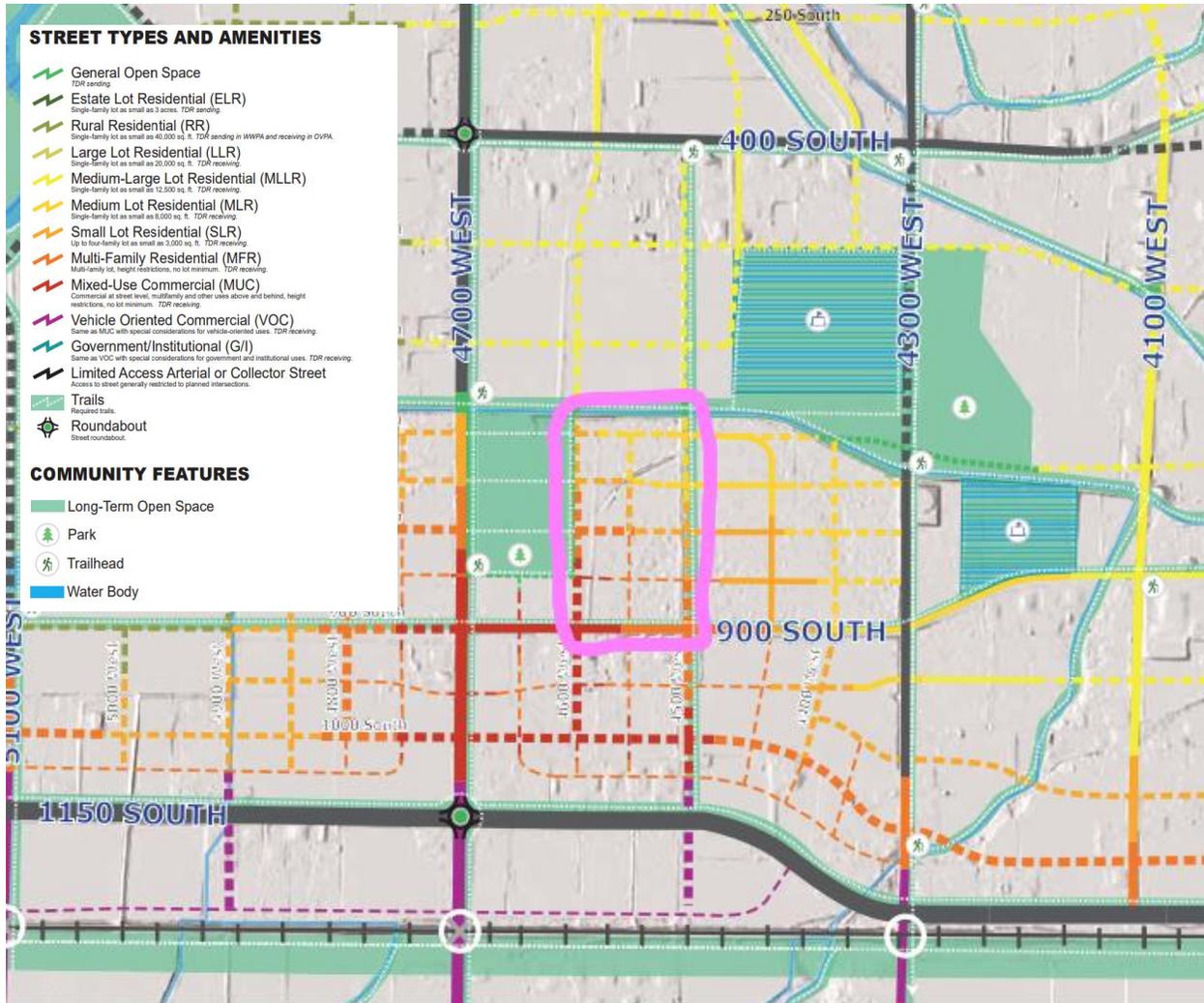
Regarding front-facing garages: over the past couple of years, the planning commission has favored – and the county commission has adopted – the tightening of front-facing garage door standards; favoring, instead, garage doors that are setback behind the front of the dwelling or that are rear or side loaded and out of obvious view from the “public realm.” It will be challenging for the applicant to find a way to have both rear-loaded garages *and* private back yards.

Regarding fewer streets, the regulating plan shows one street every ½ block (approximately 330 feet apart). Given that a larger area is being developed together – rather than lot-by-lot – it may be appropriate to allow fewer streets, as long as the missing streets are not necessary for the build-out of adjacent properties and as long as they are replaced with public pedestrian pathways. A 660 foot-wide street block (standard for the Ogden Area) is a decent interval for neighborhood vehicle accessibility, but it is generally twice as far as would be needed for convenient neighborhood pedestrian accessibility.

The image below shows the 2024 revised future land use map for the area with the project area circled in pink:



And the following image illustrates the FB zone's existing street regulating plan for the area (which is proposed to change to better reflect the above map).



The applicant will bring a conceptual development layout and building designs to show the planning commission in the work session.

MEMO

TO: Weber County Planning Commission

FROM: Charlie Ewert

DATE: December 30, 2025

RE: Discussion regarding a proposed development agreement amendment to the Singletree Acres Development Agreement – amending lot setbacks.

In the planning commission's January 6th meeting, the planning commission will be discussing a proposed amendment to the Single Tree acres development agreement. The DA requires sideyard setbacks that are 12 feet on both sides. The applicant is requesting that these be reduced to 8 feet.

The property is in the R1-15 zone. Since the adoption of the Singletree Acres development agreement the county has changed the R1-15 zone's setback standards. The new side setbacks are five feet if single story and seven feet if two stories. Additionally, the front setback has been reduced to 15 feet from 30 feet – although the applicant is not asking for this to be changed at this time.

It is not immediately clear whether this DA amendment request is being proposed by all lot owners together, or just the applicant. Given that the DA applies to the entire development, an amendment to it would need to be signed by all owners to be equally applied throughout.

The applicant's request is attached.

Singletree Acres Development

Request to Amend Lot Setbacks in Approved Development Agreement

We are formally requesting an amendment to our previously approved Development Agreement to revise the lot setback requirements. The current approved setbacks are 12 feet on each side, and 30 feet for both the front and rear yard setbacks.

We would like to amend the approved setbacks so that the side yard setbacks are adjusted to 8 feet on each side, while the front and rear setbacks remain at 30 feet. As we have moved further into planning, engineering, and preliminary design, it has become clear that adjusting the side setbacks will allow for more efficient lot layouts, improved home design flexibility, and better overall land use.

These changes do not alter the approved density, lot count, road layout, or overall intent of the Singletree Acres community. Rather, this adjustment supports a more functional design that aligns with current market demands, architectural standards, and builder needs.

We respectfully ask that the City/County review and approve this amendment so we may move forward with the project in a way that maintains the original vision while improving design and buildability.

MEMO

TO: Weber County Planning Commission

FROM: Charlie Ewert

DATE: December 30, 2025

RE: Discussion regarding a proposed development agreement to allow an automotive repair business to be located in an accessory building on a lot with an existing residence in a residential neighborhood. 4088 W 2200 S

In the January 6th meeting, the planning commission is being requested to consider a simple development agreement proposal that would allow the use of a residential accessory building for automotive repairs.

The applicant has been advised by staff the reasons why this use is not typically allowed in a residential area. The applicant would nonetheless like to discuss possibilities with the planning commission. He is amenable to strict regulations for the use to ensure it does not and does not become impactful to the residential nature of the area.

The applicant has provided a list of signatures from various neighbors indicating their consent and desire for the use in their neighborhood. The applicant has also provided a written narrative in the attached. The narrative references rezones and variances – both avenues the applicant has expressed interest in pursuing; but after discussions with staff the applicant has decided to pursue this development agreement first.