



# Planning Commission Staff Report

## 3950 N 200 W – Grand Legacy Subdivision

### DEVELOPMENT AGREEMENT FOR RESIDENTIAL SUBDIVISION

February 5, 2026

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#### BASIC INFORMATION

**Applicant(s):** Amy Roskelley – Marriott Companies

**Location:** 3950 North 200 West | Weber County Parcel: 16-037-0091; 16-037-0117

**Zone:** RE-20 (Residential)

**Property Owner:** Amy Roskelley – Marriott Companies

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#### PLANNING COMMISSION REVIEW

The Planning Commission will consider a recommendation to the City Council regarding a Development Agreement for a residential subdivision to be completed in two phases. The purpose of the agreement between the developer and the City is to address the following:

- Condition of existing infrastructure previously installed
- Grading of lots
- Slope calculation methodology
- Buildable pad standards
- Drainage design
- Geotechnical reporting
- Vegetation preservation
- Lot configuration
- Fire safety requirements
- Other related development standards unique to the Property

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#### ANALYSIS

**Infrastructure:**

The developer will conduct inspections and evaluate the conditions of sanitary sewer and storm drain infrastructure that is currently in place to determine the condition of the lines and to determine if they meet the current standards. This process is to identify if any portions of the lines require repair or replacement.

All culinary water lines that are currently in place will be removed and replaced with the exception of one line at the end of 3950 North.

Secondary water infrastructure will be inspected by the secondary water company to determine whether the condition and if any of the lines need to be replaced.

The existing curb and gutter will be inspected to identify if there are any sections that need to be replaced.

**Development Standards:**

The development will comply with the general standards of the RE-20 Residential Subdivision requirements with some exceptions that are detailed in the Development Agreement. These exceptions include

- Adherence to the submitted phasing plan §3.3
- Slope Special Requirements in §3.4 of the development agreement shall replace City Code Section 17.18.050
- Fire Safety and Emergency Access §3.5
- Spark Arresters §3.6
- Vegetation Preservation and Re-Vegetation §3.7
- Trails access and connections §3.8
- Retaining walls by Developer §3.9
- Geotechnical Report Requirements §3.10
- Temporary Detention Pond Restoration Requirement §3.11

*STAFF COMMENTS: The Development Agreement has been thoroughly reviewed by the Development Review Committee, the Developer and the City Attorney. The Planning Commission will make a recommendation of approval, denial or recommend changes or conditions to the agreement to the City Council.*

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STAFF RECOMMENDATION

Staff recommends approval of the Development Agreement as presented.

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ATTACHMENTS

- 1) Vicinity & Zoning Maps
- 2) Development Agreement Document and attachments including:
  - a. Property Description
  - b. Phasing Plan
  - c. Lot Specific Grading/Drainage Plan Submittal Requirements
  - d. Private Drainage Maintenance Agreement

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STAFF CONTACT

Tammy Eveson, Planner  
teveson@pleasantviewut.gov  
801-782-8529

ATTACHMENT 1) Vicinity Map / Zoning Map



*WHEN RECORDED RETURN TO:*  
Fier Law Group, LLC  
c/o AJ Green  
1478 W. Legacy Crossing Blvd., Suite 320  
Centerville, Utah 84014

**MASTER DEVELOPMENT AGREEMENT  
FOR  
GRAND LEGACY DEVELOPMENT**

**THIS MASTER DEVELOPMENT AGREEMENT (“Agreement”)** is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2026 (“**Effective Date**”), by HILL & MARRIOTT PROPERTIES L C, a Utah limited company (“**Developer**”) and Pleasant View City, a political subdivision of the State of Utah (“**City**”). City and Developer are the “**Parties**” to this Agreement, and individually each is a “**Party**” hereto.

**RECITALS**

A. Developer owns certain property located in Weber County Utah, legally described on the attached and incorporated Exhibit 1 (“**Property**”), and known by the following Weber County Tax ID numbers: 160370091, 160370117, and 160130008 and commonly referred to as the Grand Legacy Subdivision (the “Grand Legacy Subdivision”).

B. Developer previously commenced construction of Phase 4 of the project and installed culinary water infrastructure, secondary water infrastructure, sewer infrastructure, and curb & gutter, which improvements have been in place since 2008.

C. The Parties desire to establish the terms under which the existing infrastructure, originally installed in 2008, may be inspected, evaluated, and accepted by the City, subject to compliance with applicable City Code and the specific conditions outlined in this Agreement. New infrastructure required by City Code shall be installed where applicable, and upon inspection and acceptance, shall be dedicated to and maintained by the City.

D. The Parties desire to establish grading, slope calculation methodology, buildable pad standards, drainage design, geotechnical reporting, vegetation preservation, lot configuration, fire safety requirements, and other related development standards unique to the Property, which standards are specifically set forth in this Agreement and shall govern development of the Property in place of any conflicting or duplicative provisions of the City Code.

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

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals (which recitals are incorporated into this Agreement) and the covenants hereafter set forth in this Agreement, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

### 1. Interpretation.

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

1.2. Whenever in this Agreement:

1.2.1. the consent or approval of any person is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed, unless expressly provided to the contrary;

1.2.2. there is a reference to “days,” such reference shall be deemed to be to “calendar days” unless the phrase “business days” is expressly stated;

1.2.3. the date on which any payment or performance is due under this Agreement is not a business day, such payment or performance shall be due on the immediately following business day; and

1.2.4. there appears a reference to a consent, approval, description, designation, estimate, notice, request, demand, response, statement, warning, correspondence, Agreement, schedule or other communication, such reference shall be deemed to require the same to be in writing, unless otherwise expressly stated.

### 2. Infrastructure

2.1. Infrastructure Evaluation Submittal: As part of the Developer’s preliminary plat application, the Developer shall submit to the City: (i) video inspection footage of all existing sewer and storm drain lines within the Project Area, and (ii) a comprehensive Infrastructure Evaluation Plan identifying all existing sewer, storm drain, culinary water, curb, gutter, and related improvements. The Infrastructure Evaluation Plan shall specify for each segment or facility whether the Developer proposes to retain, repair, or replace such infrastructure. The City shall review the submitted materials as part of its review of the preliminary plat, and final determinations as to any required repairs or replacements shall be made in accordance with the standards and procedures set forth in this Agreement.

2.2. Sanitary Sewer Infrastructure: The Developer shall conduct a camera inspection of the existing sewer lines within the Grand Legacy Subdivision property boundary (“The Project Area”) proposed to remain in place. The inspection footage shall be provided to the City for review. The condition of the sewer lines shall be evaluated using the current Pipeline Assessment Certification Program (PACP) standards as established by NASSCO. Based upon the results of the PACP evaluation and in consultation with the Developer, the City shall identify any segments of the sewer lines that require repair or replacement. Any sewer infrastructure

within The Project Area determined through this process to require replacement shall be replaced by the Developer in coordination with the City.

2.3. Storm Drain Infrastructure: The Developer shall conduct a camera inspection of the existing storm drain lines within the Project Area proposed to remain in place. The inspection footage shall be provided to the City for review. The condition of the storm drain lines shall be evaluated based on generally accepted industry standards for structural integrity, hydraulic capacity, and operational functionality. Based upon the results of the evaluation and in consultation with the Developer, the City shall identify any segments of the storm drain system that require repair or replacement. Any storm drain infrastructure within The Project Area determined through this process to require replacement shall be replaced by the Developer in coordination with the City.

2.4. Culinary Water Infrastructure: All culinary water lines located within the Project Area shall be removed and replaced by the Developer, with one exception. A water line has been previously stubbed into the property at the end of 3950 North, which includes a valve. The Developer shall not be required to replace any portion of the culinary water line that has been pressurized and in service up to the existing valve located at the end of 3950 North. The Developer shall replace all culinary water infrastructure located beyond (on the Project side) of that valve and including the valve. The Developer shall have no obligation to repair, replace, or perform any work on culinary water lines located outside the Project Area.

2.5. Secondary Water Infrastructure:

2.5.1. The existing secondary water infrastructure within The Project Area shall be inspected by the secondary water company, Pineview Water Systems, and the Developer shall collaborate with them to determine the appropriate course of action for the installed infrastructure. At a minimum, Developer shall:

2.5.1. Determine the final cover on the existing secondary water infrastructure to ensure it meets a minimum of 2.5-ft of cover from finished grade to top of pipe, and pressure test all existing secondary water infrastructure to 1.5 times the normal operating pressure; such test shall be witnessed by City personnel. All new secondary water lines shall be purple C-900 PVC with a minimum cover of 2.5-ft.

2.6. Curb and Gutter: The Developer shall conduct an inspection of all existing curb and gutter within the Project Area and identify any sections the Developer proposes to remain in place. Following the Developer's identification, the City shall inspect the existing curb and gutter and determine, based on applicable City standards, which sections require replacement. All new curb and gutter installed within the Project Area shall meet current City standards and shall be doveled into any existing curb and gutter that is approved to remain.

### 3. Development Standards

3.1. General Standards: Development standards shall conform to the underlying zoning district and all applicable City ordinances, except as expressly modified by this Agreement.

3.2. Density: The minimum lot size shall be 20,000 square feet.

3.3. Phased Development:

3.3.1. The Project shall be developed and constructed in multiple phases as generally depicted on the Phasing Plan attached hereto as Exhibit 2. The exact size, boundaries, and sequencing of each phase may be adjusted by the Developer, subject to review and approval by the City as part of the subdivision and site plan approval processes for each respective phase.

3.3.2. All public improvements required to serve each phase shall be constructed and completed in accordance with applicable City standards prior to the recording of the final plat for that phase, unless the Developer elects to provide a completion guarantee or other financial security as permitted under Chapter 17.20 of the Pleasant View City Municipal Code, in a form and amount acceptable to the City. Upon acceptance of such guarantee, the City may allow recordation of the final plat prior to completion of the required public improvements, consistent with City Code.

3.3.3. Developer shall submit applications for Preliminary Subdivision and, subsequently, Final Subdivision for each phase. Design and construction of public improvements shall be per the *Pleasant View City Development, Design, and Construction Standards*, current edition at the time of each phase's Preliminary Subdivision application.

3.4. Slope Special Requirements: The standards and methodology set forth in this Section 3.4 shall replace City Code Section 17.18.050 and any conflicting City regulations related to slope calculations and development on sloped areas shall be governed by the language contained in this agreement. To appropriately evaluate and protect against potential impacts to adjacent properties and city infrastructure, the following requirements shall apply:

3.4.1. Developer shall submit a color-coded, CAD-produced "heat map" for each phase of the Project Area based on topography derived from pre-2008 contour mapping with contour intervals not exceeding ten (10) feet.

The heat map shall categorize slope areas as follows:

- a. Slopes up to and including 15%
- b. Slopes greater than 15% and up to and including 20%
- c. Slopes greater than 20% and up to and including 25%
- d. Slopes greater than 25% and up to and including 30%
- e. Slopes greater than 30%
- f. Rock outcroppings

The CAD files and associated mapping shall be provided to the City for review.

3.4.2. Mass Grading Plan Submittal: With the improvement plan submittal for each phase, Developer shall provide a detailed mass grading plan which shall include:

- a. Existing and proposed contours;
- b. Identification of areas receiving fill depths greater than four (4) feet within buildable areas, with a corresponding note on the final plat identifying any lots containing fill greater than four (4) feet;
- c. Creation of a continuous buildable area of at least 7,500 square feet on each lot, with a minimum buildable area width of fifty (50) feet. Buildable areas shall exclude rock outcrops, required setbacks, and easement areas (see Subsection 3.4.3 for additional grading requirements);
- d. Identification of any Developer-constructed retaining walls necessary to establish buildable areas for the lots;
- e. Approximate building pad elevations, including cuts, fills, drainage swales, slopes, drainage easements, and other design elements that ensure safe access and reasonable development of each lot; and
- f. Clear identification of the proposed grading design for each lot to ensure that stormwater runoff is directed to fronting or intersecting roadways and managed in a manner that prevents adverse impacts to adjacent or neighboring properties.
- g. The CAD files and mass grading plans shall be submitted to the City for review as part of each phase's improvement plans.

3.4.3. Buildable Pad and Lot Grading Standards: The following standards shall apply to all lots based on the finished grades shown on the approved mass grading plan (excluding grade changes resulting from retaining walls):

- a. Each lot shall include a buildable pad of not less than 7,500 square feet and at least 50 feet in width, as defined in this Agreement.
- b. The maximum slope within the buildable pad shall not exceed 25%.
- c. The maximum slope outside of the buildable pad shall not exceed 33%.
- d. A reasonably direct path from the back of sidewalk to the buildable pad shall not exceed 12% slope to ensure safe and practical access to the building pad.
- e. Prior to issuance of a building permit for any dwelling, the applicant shall submit to the City a detailed site grading and drainage plan for review and approval. The plan shall demonstrate compliance with the approved mass grading plan and the standards set forth in this Agreement and shall conform to the submittal requirements outlined in Exhibit 3.

3.5. Fire Safety and Emergency Access: The Project shall comply with applicable fire safety and emergency vehicle access requirements, including but not limited to the design and location of fire hydrants, road surfacing, driveway grades, lengths, and widths, turnarounds, and building separation distances, as determined by the Fire Marshal, Building Official, and City Engineer during the subdivision and building permit review processes, as applicable.

3.6. Spark Arresters: All indoor and outdoor fireplaces shall be equipped with spark arresters installed in accordance with applicable building and fire codes.

3.7. Vegetation Preservation and Re-Vegetation: Existing vegetation shall be preserved to the maximum extent practicable consistent with approved grading and development plans. Prior to mass grading, the Developer shall submit a map identifying anticipated disturbance areas. All disturbed areas shall be re-vegetated within sixty (60) days of final grading completion per phase, or as otherwise approved by the City Engineer, in accordance with a City-approved re-vegetation plan. Rock outcroppings shall be avoided.

3.8. Trails: Trail accesses and connections to existing and planned trails shall be incorporated into the subdivision design. The Canal Trail currently runs through the area planned for Phase 6 of the project. The internal roadway system within Phase 6 is anticipated to intersect the Canal Trail, creating a logical and convenient access point.

As part of the Phase 6 improvements, the Developer shall construct five (5) trailhead off-street parking stalls near the intersection of the roadway and the Canal Trail to enhance trail accessibility for residents and the surrounding community. Upon completion and acceptance by the City, these parking stalls shall be dedicated to the City for public use and maintenance.

The design and location of the trail connection and parking area shall be reviewed and approved by the City as part of the Phase 6 final plat and improvement plan review.

3.9. All retaining walls identified on the approved mass grading plan shall be designed, permitted, and constructed by the Developer in accordance with current applicable codes and standards. Wall design shall be reviewed and approved by the City Engineer as part of the subdivision improvement plans. Building permits are required for all walls over four (4) feet in height, as measured from the toe of footing to the top of wall.

Retaining walls that incorporate drainage systems or that are located along shared property lines between lots shall be considered private improvements. The Developer shall ensure that long-term ownership and maintenance responsibilities for such walls and associated drainage infrastructure are clearly defined through a Private Drainage Maintenance Agreement, to be recorded concurrently with or prior to the final subdivision plat. See Exhibit 4.

Said Agreement shall establish private easements, access rights, and maintenance obligations for all affected lots, ensuring that stormwater drainage collected or conveyed by the walls and subdrains is properly maintained in perpetuity. The City shall not be responsible for maintenance, repair, or replacement of any private retaining wall or related drainage improvements located outside the public right-of-way.

3.10. Geotechnical Report Requirements: For any lot containing fill or cut depths exceeding four (4) feet, as identified on the approved mass grading plans, a plat note shall be added to the applicable final subdivision plat requiring the submission of a site-specific geotechnical evaluation at the time of, or prior to, building permit application for any structure proposed on the affected lot. The supplemental geotechnical evaluation shall be prepared by a qualified geotechnical engineer and shall address the suitability of subsurface conditions for the proposed foundation design. Affected lots shall be identified on the plat with an “R” designation with a reference to the applicable plat note.

3.11. Temporary Detention Pond Restoration Requirement: Temporary detention ponds were originally constructed to serve Grand Legacy Subdivision Phases 1, 2, and 3. These temporary ponds have since been removed. No final plat for any future phase may be recorded unless and until permanent detention facilities providing equivalent or greater stormwater detention capacity for Phases 1, 2, and 3, in addition to the calculated capacity for the applicable phase, have been constructed and inspected by the City. If construction of any future phase has not commenced by June 1, 2026, the Developer shall restore the previously removed temporary detention ponds to serve Phases 1, 2 and 3, with restoration work completed no later than September 1, 2026.

3.12. Lot Configuration Standards:

3.12.1. Lot Width: Lot width shall be measured parallel to the street right-of-way at the required front yard building setback line.

3.12.2. Cul-de-Sac Lot Lines: For cul-de-sac or non-rectangular lots with more than four (4) lot lines, the front lot line shall be the property line abutting the street right-of-way. The two lot lines extending from the front lot line shall be designated as side lot lines. All other lot lines shall be considered rear lot lines and subject to the applicable rear yard setbacks.

3.12.3. Three (3) Sided Lots – Lots with only three (3) sides shall be avoided to the extent practical. Should a three (3) sided lot be proposed, Developer and City shall work together to determine which property line shall be considered the side lot line and which shall be considered the rear line. Such determination shall be notated on the final plat.

3.12.4. Radial Side Lot Lines: Side lot lines shall, to the extent practicable, be designed to be radial (perpendicular) to the street right-of-way at the point of intersection, unless otherwise approved by the City Engineer to accommodate topography or other design constraints.

#### 4. Default.

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

4.2. The Notice of Default shall:

- 4.2.1. Specify the claimed event of Default;
- 4.2.2. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;
- 4.2.3. Identify why the Default is claimed to be material;
- 4.2.4. Propose a method and time for curing the Default which must be reasonable and shall be no less than thirty (30) days duration.

4.3. If the Parties are not able to resolve the Default, then the Parties have all rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

4.4. The Party prevailing in any action arising from an uncured default shall be awarded its reasonable legal expenses, including its reasonable attorney fees.

4.5. The Party allegedly in Default shall be afforded the right to attend a regularly scheduled public meeting before the City's Council and address the City's Council regarding the claimed Default.

4.6. If any Default cannot be reasonably cured within thirty (30) days, then such cure period may be extended at the discretion of the Party asserting Default so long as the defaulting Party is pursuing a cure with reasonable diligence.

4.7. A default of any obligations assumed by an assignee shall not be deemed a default of Developer.

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

## 5. Assignability.

5.1. The rights and responsibilities of Developer hereunder may be assigned in whole or in part, by Developer. Developer shall give the City Notice of any assignment within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party. Developer's assignment of all or any part of the Developer's rights and responsibilities hereunder to any entity not "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165), shall be subject to the City's approval, which shall not be unreasonably withheld, conditioned or delayed. Unless the City objects in writing within twenty (20) business days of Notice, the City shall be deemed to have approved of and consented to the assignment.

5.2. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such partial

assignment, Developer shall be released from any future obligations as to those obligations that are assigned.

5.3. Any assignee of all or any part of Developer's rights and responsibilities under this Agreement shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

6. General Provisions.

6.1. The term of this Agreement as it applies to all phases of the Development shall be for a period of ten (10) years following the Effective Date hereof, which will be no sooner than the date that the City approves the Developer to commence construction of the Project. If significant progress is made as determined by the City, Developer may request one (1) five (5)-year extension to be considered for approval by the City Council.

6.2. This Agreement has been reviewed and revised by legal counsel for the Developer and the Cities, and no presumption or rule that ambiguities shall be against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

6.3. Each Party hereto agrees to cooperate in good faith with the other, and to execute and deliver such further documents and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.

6.4. Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including approval of development Agreements and a rezone of the Property. If a referendum or challenge relates to the approval of this Agreement or the adoption of the New Zone, and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code § 20A-7-601, then Developer may deliver a Notice of rescission to the City to terminate that portion of this Agreement applicable to the City. Upon Developer's delivery of a Notice of rescission pursuant to this Section, this Agreement shall automatically terminate with respect to that City only, whereupon the Parties shall have no further rights or obligations hereunder.

6.5. The Parties intend that the administration, but not the approval, of this Agreement and any amendments, shall be processed through administrative land use applications to be decided by the land use authority, as those terms are defined in Utah law.

6.6. The rights of the Cities under this Agreement shall not be assigned, but Cities are authorized to enter into any contract with a third party to perform obligations of Cities to operate and maintain any infrastructure improvement so long as such party adequately and reasonably maintains and operates such facility or improvement.

6.7. This Agreement shall be recorded in its entirety, at Developer's expense, in the Official Records of Weber County, Utah. This Agreement shall run with the land.

6.8. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

6.9. This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other person shall have any right of action based upon any provision of this Agreement whether as third-party beneficiary or otherwise.

6.10. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original.

6.11. If the City elects to consider terminating this Agreement due to any uncured Default by Developer, then that City shall give to the Developer written notice of City's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by City's legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If City's legislative body determines that a Default has occurred and is continuing, and elects to terminate this Agreement, City shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated. City may thereafter pursue any and all remedies at law or equity. Termination of this Agreement in one City shall not render this Agreement ineffective in the other City.

6.12. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Cities or Developer for the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

6.13. If Cities' approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void. If any provision of this Agreement shall be held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction or as a result of any legislative action, such holding or action shall be strictly construed.

6.14. Developer shall not be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to causes beyond the control and without the fault or negligence of the Party affected, including but not limited to, acts of God, acts of the United States Government or the State of Utah, fires, floods, strikes, materials shortages, embargoes, wars, terrorist acts or unusually adverse weather conditions. Upon the occurrence of any such cause, Developer shall notify Cities and shall promptly resume the keeping and performance of the affected obligations after such cause has come to an end.

6.15. Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature developed, formulated or prepared by or at the request of Developer in connection with the Project.

6.16. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties, however, notwithstanding anything herein to the contrary, the City may waive or allow less restrictive requirements in the event the City determines such to be acceptable.

7. Exhibits to the Agreement:
  - 7.1. Exhibit 1 – The Property
  - 7.2. Exhibit 2 – Phasing Plan
  - 7.3. Exhibit 3 – Lot Specific Grading/Drainage Plan Submittal Requirements
  - 7.4. Exhibit 4 – Private Drainage Maintenance Agreement

*[Signature Page Follows]*

**DEVELOPER**

Hill & Marriott Properties, LC

By: \_\_\_\_\_

Its: **Manager**

Date: \_\_\_\_\_

**STATE OF UTAH**

:ss.

**COUNTY OF WEBER**

On the \_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the Manager of Hill & Marriott Properties LC, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed on behalf of said company.

**NOTARY PUBLIC**

My Commission Expires: \_\_\_\_\_

Residing at: \_\_\_\_\_

**CITY**

Pleasant View City

By: \_\_\_\_\_

Its: **City Mayor**

Date: \_\_\_\_\_

**Attest:**

City Recorder: \_\_\_\_\_

**Approved as to form and legality:**

City Attorney: \_\_\_\_\_

**Exhibit 1**  
The Property

**GRAND LEGACY OVERALL DESCRIPTION**

A parcel of land, situated in Section 20, Township 7 North, Range 1 West, Salt Lake Base and Meridian, said parcel also located in Pleasant View, Weber County, Utah. Being more particularly described as follows:

Beginning at a point on the southerly line of Majestic Heights Subdivision No. 8, said point being South 88°08'23" East 971.85 feet along the Section Line and North 01°51'37" East 262.03 feet from the West Quarter Corner of said Section 20 and running thence:

South 65°18'26" East 266.73 feet along the southerly line of said Majestic Heights Subdivision No. 8 to a point on the westerly line of Grange Legacy Subdivision Phase 1;

thence along the perimeter of Grand Legacy Subdivision Phase 1 the following nine (9) courses and distances:

- 1) South 10°18'37" West 55.80 feet;
- 2) South 78°30'22" East 205.97 feet;
- 3) North 10°18'37" East 286.24 feet;
- 4) South 78°30'18" East 150.03 feet;
- 5) South 89°49'17" East 60.95 feet;
- 6) South 78°30'18" East 150.22 feet;
- 7) South 11°29'42" West 68.06 feet;
- 8) South 78°30'18" East 335.90 feet;
- 9) North 60°50'11" East 66.17 feet to the Southwest corner of Grand Legacy Subdivision Phase 2;

thence along the perimeter of Grand Legacy Subdivision Phase 2 the following six (6) courses and distances:

- 1) North 75°01'10" East 146.18 feet;
- 2) North 18°39'58" East 157.47 feet;
- 3) South 89°21'02" East 161.63 feet;
- 4) North 00°38'58" East 107.89 feet;
- 5) northerly 9.82 feet along the arc of a 267.34-foot radius tangent curve to the left (center bears North 89°21'02" West and the long chord bears North 00°24'14" West 9.83 feet with a central angle of 02°06'25");
- 6) South 89°21'02" East, a distance of 150.13 feet to a point of the westerly line of North View Estates Subdivision Phase 1;

thence along the perimeter of North View Estates Phase 1 the following two (2) courses and distances South 00°40'55" West 533.80 feet;

- 1) South 88°09'18" East 72.16 feet to a point on the westerly line of Stoneridge Subdivision;

thence South 00°36'39" West 1299.10 feet along the westerly line of Stoneridge Subdivision and beyond;

thence North 88°39'11" West 1190.99 feet to and along the northerly line of Rock Point Estate to a point on the northerly line of Ogden Brigham Canal;

thence along the Ogden Brigham Canal the following fifteen (15) courses and distances:

- 1) North 29°09'30" West 50.73 feet;

- 2) northwesterly 77.69 feet along the arc of a 90.00-foot radius non-tangent curve to the left (center bears South 61°41'07" West and the long chord bears North 53°02'44" West 75.30 feet with a central angle of 49°27'41");
- 3) North 77°45'44" West, 70.97 feet;
- 4) South 12°14'16" West 10.00 feet;
- 5) North 77°45'44" West 30.39 feet;
- 6) westerly 29.84 feet along the arc of a 120.00-foot radius non-tangent curve to the left (center bears South 12°14'30" West and the long chord bears North 84°52'59" West 29.77 feet with a central angle of 14°14'58");
- 7) South 87°59'46" West 34.91 feet;
- 8) westerly 38.57 feet along the arc of a 80.00-foot radius tangent curve to the right (center bears North 02°00'14" West and the long chord bears North 78°11'29" West 38.20 feet with a central angle of 27°37'29");
- 9) North 64°22'14" West 184.09 feet;
- 10) northwesterly 51.65 feet along the arc of a 1020.00-foot radius non-tangent curve to the left (center bears South 25°37'49" West and the long chord bears North 65°49'14" West 51.65 feet with a central angle of 02°54'05");
- 11) North 67°16'14" West 147.18 feet;
- 12) westerly 49.05 feet along the arc of a 220.00-foot radius non-tangent curve to the left (center bears South 22°44'31" West and the long chord bears North 73°38'44" West 48.95 feet with a central angle of 12°46'29");
- 13) North 80°01'14" West 70.21 feet;
- 14) westerly 47.32 feet along the arc of a 1020.00-foot radius non-tangent curve to the left (center bears South 09°59'01" West and the long chord bears North 81°20'44" West 47.32 feet with a central angle of 02°39'29");
- 15) North 82°40'14" West 33.37 feet to a point on the easterly line of the Tract "E" Common Area, Indian Trails Subdivision Phase 4

thence North 25°07'58" East 470.69 feet (469.29' Record) along said easterly line to a point of the southerly right-of-way line of 3950 North Street and the southerly line of Indian Trails Phase 3;

thence along the perimeter of Indian Trails Phase 3 the following four (4) courses and distances:

- 1) easterly 51.77 feet along the arc of a 280.00-foot radius non-tangent curve to the left (center bears North 22°18'23" East and the long chord bears South 72°59'26" East 51.70 feet with a central angle of 10°35'38");
- 2) North 11°42'44" East 60.00 feet;
- 3) North 32°53'22" East 240.00 feet;
- 4) North 63°53'22" West 240.59 feet to a point on the easterly line of Tract "D" Indian Trails Phase 4;

thence North 08°36'37" East 516.26 feet (517.70 Record) along said easterly line; to the point of beginning.

Contains: 2,790,667 square feet or 64.065 acres.



## **Exhibit 3**

### Lot Specific Grading/Drainage Plan Submittal Requirements

#### **Purpose**

To ensure each single-family lot in Grand Legacy is developed consistent with the approved subdivision grading and drainage plan, avoids unsafe conditions, and provides the City with review authority over grading, drainage, retaining wall, and landscaping design for each home.

#### **Applicability**

For every building permit application for a new single-family dwelling, addition, or detached accessory structure, and for any retaining wall or major lot landscaping/terracing, the Owner or Builder shall submit the following materials concurrently with the permit application.

#### **1. Lot-Specific Site & Grading Plan**

Prepared and stamped by a licensed civil engineer (unless otherwise approved by the City). The plan must clearly demonstrate conformance with the approved subdivision grading and drainage plan and include:

- North arrow, scale, and legend.
- Lot boundaries, easements, and rights-of-way.
- Proposed building footprint and finished floor elevation(s).
- Driveway and hardscape layout; note driveway slope (not to exceed 12%).
- Single driveway access per lot not to exceed 30' in width.
- Existing and proposed grades (2-foot contours or spot grades sufficient to verify positive drainage).
- Drainage arrows and slope labels for all swales and surface flow paths.
- Proposed and existing retaining walls, with top and bottom elevations.
- Downspout and surface water routing to approved drainage facilities.
- Erosion-control measures during and after construction.
- Certification by the engineer upon completion verifying substantial conformance with the approved plan.

#### **2. Landscaping & Retaining Wall Plan**

Prepared by a licensed landscape architect and coordinated with the approved grading plan. The plan shall:

- Show plantings, walls, terraces, and irrigation throughout the lot.
- Demonstrate that landscaping will maintain slope stability and prevent runoff onto adjacent lots.
- Include wall engineering details or reference separately engineered submittals where applicable.

- Provide a temporary or permanent slope-stabilization or maintenance plan if required by the City Engineer.

### **3. City Review and Approval**

- The City shall review each submittal for compliance and issue either:
  - (a) Approval,
  - (b) Conditional Approval with required corrections, or
  - (c) Rejection with reasons.
- No building permit shall be issued until City approval is granted.
- Prior to final inspection or Certificate of Occupancy, the builder shall submit a Final Grading/Drainage Certification Letter confirming work was completed in substantial conformance with the approved plan.

### **4. Builder Acknowledgment**

All construction—including grading, drainage, wall construction, and landscaping—shall:

- Maintain the approved stormwater system and manage drainage on-site.
- Avoid diversion of flows onto adjacent lots or public property unless approved by the City.
- Remain consistent with the approved Development Agreement, subdivision grading and drainage plans, and erosion-control requirements.

**Exhibit 4**

**PRIVATE DRAINAGE AND RETAINING WALL MAINTENANCE AGREEMENT**

GRAND LEGACY SUBDIVISION

Pleasant View City  
Weber County, Utah

This Private Drainage and Retaining Wall Maintenance Agreement (“**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2026, by and among the current and future owners of certain lots within the Grand Legacy Subdivision (“**Subdivision**”), located in Weber County, Utah (collectively, the “**Lot Owners**”).

**RECITALS**

A. The Subdivision includes certain retaining walls, subdrain systems, and other private drainage improvements (collectively, the “Private Improvements”) constructed to provide slope stability, site grading, and storm-water control for one or more residential lots.

B. Private Drainage and Retaining Wall Easements (the “Easements”) for the installation, access, maintenance, and repair of the Private Improvements will be shown on the recorded final plat for the Subdivision.

C. Pleasant View City, Utah (the “City”) will not own, operate, or maintain the Private Improvements and assumes no liability or responsibility for their maintenance, repair, or replacement.

D. The Lot Owners desire to establish the rights and obligations necessary to ensure the continued functionality, stability, and safety of the Private Improvements

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals (which recitals are incorporated into this Agreement) and the covenants hereafter set forth in this Agreement, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Applicability:

This Agreement applies to all lots within the Subdivision that, as shown on the recorded final plat, are benefited or burdened by an Easement. The specific lots subject to this Agreement shall be those depicted on said plat as containing or benefiting from such Easements, as recorded with the Weber County Recorder.

2. Ownership and Easements

Each Private Improvement is located within a platted Easement. The Lot Owner whose property underlies the Easement owns the land and any improvement located thereon, subject to the non-exclusive easement rights of other benefiting Lot Owners. Benefiting Lot Owners have a non-exclusive right of use, access, and maintenance across such Easements as necessary to preserve the function of the Private Improvements. Nothing herein conveys any ownership interest in another Lot Owner's property.

3. Use and Restrictions

The Easements shown on the plat shall:

- Permit installation, inspection, maintenance, and repair of the Private Improvements;
- Grant cross-lot access to all benefiting Lot Owners for maintenance purposes; and
- Prohibit construction of any structure, fill, or obstruction that would interfere with access to or the function of the Private Improvements.

Only retaining walls and drainage features approved on the final engineering plans may be located within these Easements.

4. Maintenance and Cost Sharing

This Agreement applies only to retaining walls and drainage systems constructed as part of the approved Master Grading and Drainage Plan (the "Master Plan") for the Subdivision, as approved by the City. Any walls, subdrains, or drainage systems installed by individual Lot Owners after completion of the Master Grading and Drainage Improvements are not part of this Agreement and shall be solely owned, maintained, and repaired by the Lot Owner who installs them.

Each benefiting Lot Owner shall, at their own cost, maintain, repair, and replace the Private Improvements serving their lot so they remain in safe and functional condition. Where a Private Improvement serves multiple lots, the benefiting Lot Owners shall share equally in the cost of such maintenance and repair.

Maintenance includes structural repairs, subdrain cleaning, erosion repair, vegetation removal, and any other work necessary for continued performance.

This Agreement creates enforceable cross-lot easement rights and shared maintenance obligations for those improvements constructed as part of the approved Master Plan and does not create joint ownership.

5. Access for Maintenance

Each Lot Owner grants reasonable access to adjacent benefiting Lot Owners and their contractors, consistent with the Easements, to enter onto their property as needed to

perform required work. Access shall occur during daylight hours, with reasonable advance notice, and the entering party shall restore disturbed areas to substantially their prior condition.

6. City's Role

The City is not a party to this Agreement and assumes no ownership or maintenance responsibilities for any Private Improvements. However, the City retains the right, but not the duty, to inspect the Easements and improvements for compliance with approved plans or public-safety standards. If the City determines that maintenance or repair is required to protect health, safety, or property, it may perform such work and recover all associated costs from the benefiting Lot Owners.

7. Enforcement

This Agreement may be enforced by any benefiting Lot Owner through legal action to compel compliance or cost sharing. The City is deemed a third-party beneficiary solely for the limited purpose of enforcing maintenance obligations if required to protect public safety. Failure to comply constitutes a covenant running with the land enforceable against current and future owners of the affected lots.

8. Binding Effect and Recordation

This Agreement runs with the land and binds all successors, assigns, heirs, and future owners of the lots depicted on the recorded plat as containing or benefiting from Private Drainage and Retaining Wall Easements. It shall be recorded with the final plat of the Subdivision and cross-referenced on said plat.

9. Amendment

This Agreement may be amended only by a written instrument executed by all affected Lot Owners and recorded with the Weber County Recorder.

10. Severability

If any provision is held invalid, the remaining provisions shall continue in full force and effect.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**

The undersigned, being the Developer and Declarant of the Subdivision, have executed this Agreement to be effective as of the date first written above.

**DEVELOPER**

Hill & Marriott Properties, LC

By: \_\_\_\_\_

Its: **Manager**

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF UTAH**

:ss.

**COUNTY OF WEBER**

On the \_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the Manager of Hill & Marriott Properties LC, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed on behalf of said company.

**NOTARY PUBLIC**

My Commission Expires: \_\_\_\_\_

Residing at: \_\_\_\_\_



# Planning Commission Staff Report

## 2700 N Highway 89 – Lync Crossing Subdivision

### DEVELOPMENT AGREEMENT FOR MIXED USE SUBDIVISION

February 5, 2026

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#### BASIC INFORMATION

**Applicant(s):** Patrick Burns

**Location:** 2700 N Highway 89 | Weber County Parcel(s):  
19-041-0012, 19-041-0025, 19-041-0008, 17-066-0036, 17-066-0050,  
17-066-0051

**Zone:** Mixed Use West

**Property Owner:** CenterLync LLC

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#### PLANNING COMMISSION REVIEW

The Planning Commission will consider a recommendation to the City Council regarding a Development Agreement for a Mixed Use subdivision that includes a residential component. The proposed development is located on the corner of 2700 N and Highway 89 and is to be completed in three phases.

The intent of adding residential to the commercial uses requires a Development Agreement with the City as well as a Phasing Plan outlining the required commercial/residential percentage of development.

The overall development to be governed by a Master Association for maintenance of shared private infrastructure and common areas. Developers shall also establish separate Residential Homeowners Association and Commercial Owners Association for the maintenance of those specific portions of the development.

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#### ANALYSIS

##### **20.40.200 Description and Intent.**

A. Description. The areas in which the Mixed Use West zone may be applied includes: 1) the area bounded by 2700 North the railroad tracks, approximately 2800 North, and the west city boundary, and 2) the area bounded by approximately 2550 North, Highway 89, 2700 North, and the railroad tracks.

B. Intent.

1. The Mixed Use West areas are intended to encourage general commercial, light manufacturing, and industrial uses in a planned, aesthetically pleasing business park

setting, which are compatible both in architecture and landscaping to other uses in the zone.

2. Retail services, professional business parks, and manufacturing/industrial uses are promoted when they are complementary and can function as a unified cohesive development with adjacent uses.

(Ord.2021-8, dated 9/14/21; prior codes: Ord.2015-8, dated 12/8/15, Ord.2013-2, dated 5/28/13 and Ord.2012-5, dated 6/12/12)

Additional Requirements for Mixed Use with a Residential Component must be met:

- Development Agreement - §20.40.210 D1
- Phasing Plan - §20.40.210 D2
- Percentage of Development Requirements - §20.40.210 D3
- Density – 20 units per acre with minimum 900 sf of living space per unit
- Timing of Approvals and Building Permits - §20.40.210 D5
- Parking Requirements - §20.40.210 D6

### **Percentage of Development**

According to Municipal code for mixed use development with a residential component, when separate residential and commercial buildings are proposed , a maximum of 25% by total Project area may be utilized for the residential component.

Additional mixed use buildings are proposed which would require the percentage of 25% of gross floor area for residential and 75% gross floor area for commercial.

*STAFF COMMENTS: Initial calculations of residential to commercial do comply with the 25% - 75% requirements of the zone.*

### **Density**

The City's Municipal Code allows for 20 units per acre with a minimum of 900 square feet of living space per unit.

*STAFF COMMENT: The proposed development shows a total of 137 townhouse units complies with the allowed density. The unit square footage will be verified at the site plan review.*

### **Timing of Approvals and Building Permits**

Building permits for both commercial and residential will be issued as per the requirements of the code.

### **Parking**

Development is required to provide 2 spaces per residential unit plus .25 guest spaces per unit. Commercial parking can be utilized for the residential units as shared parking with a shared parking study shall be provided.

### **Uses: 20.40.210**

Permitted uses:

- Uses listed as permitted in the Gateway West zone

- Business parks
- Manufacturing within an enclosed building
- Warehousing/distribution

Conditional uses:

Any use listed in the Municipal Code as conditional would require a Conditional Use Permit with review and approval of the Planning Commission.

*STAFF COMMENTS: The Development Agreement has been thoroughly reviewed by the Development Review Committee, the Developer and the City Attorney. The Planning Commission will make a recommendation of approval, denial or recommend changes or conditions to the agreement to the City Council.*

*ADDITIONAL STAFF COMMENTS:*

*Recommended screening for separation from neighboring industrial businesses and rail lines to be sound walls for noise and safety barriers.*

*Recommendation to add open space / amenities for residents of townhomes (open space, playground, dog park etc.)*

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#### STAFF RECOMMENDATION

The Planning Commission will review the Development Agreement and make a recommendation to the City Council for approval, denial or approval with conditions.

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#### ATTACHMENTS

- 1) Vicinity & Zoning Maps
- 2) Development Agreement Document and attachments including:
  - a. Phasing Plan
  - b. Pleasant View Code 20.40.210 D
  - c. Utility and Infrastructure Plans
  - d. Addressing for CenterLync

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#### STAFF CONTACT

Tammy Eveson, Planner  
teveson@pleasantviewut.gov  
801-782-8529



## DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between **CenterLync, LLC**, a Utah limited liability company, **YPORE, LLC**, a Utah limited liability company (collectively, the "Developers") and **Pleasant View City**, a Utah municipal corporation ("City"). Developers and the City are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

### **RECITALS**

A. Developers own, or will own, approximately 27.4 acres of real property located at the southwest corner of the intersection of 2700 North and Highway 89 in Pleasant View, Utah (the "Property"), as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference.

B. The Property is located within the Mixed Use West (MU-W) zoning district as defined in the Pleasant View City Code (the "Code").

C. Developers intend to develop the Property with a combination of residential and commercial uses, including townhomes, commercial spaces, and residential units within mixed-use buildings (residential above commercial), as permitted in the MU-W Zone.

D. The MU-W Zone requires a Development Agreement to be entered into with the City when a residential component is proposed.

E. The Parties desire to set forth their respective understandings, rights, duties, and obligations regarding the development of the Property.

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

### **AGREEMENT**

#### 1. DEFINITIONS

Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meanings ascribed to them in the Code or applicable law.

#### 2. PROJECT OVERVIEW

##### (a) Project Description.

The Project is a mixed-use development located on approximately 27.4 acres within the Mixed Use West (MU-W) zoning district. The Project shall include approximately one hundred thirty-seven (137) townhome dwelling units located on approximately 6.85 acres, together with commercial, flex-use, and mixed-use buildings. Mixed-use buildings may include residential dwelling units located above ground-floor commercial uses. The total residential gross floor area located within mixed-use buildings shall not exceed twenty-five percent (25%) of the total commercial gross floor area of the Project, consistent with the MU-W zoning district.

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(b) Commercial Development.

Commercial and flex-use buildings shall be developed with uses permitted or conditionally permitted within the MU-W zoning district. Commercial buildings may be constructed on a build-to-suit basis for future tenants, subject to City-approved site plans, architectural standards, and applicable zoning and development regulations in effect at the time of approval.

(c) Phasing.

The Project may be developed in multiple phases. Each phase shall comply with the requirements of the MU-W zoning district, this Agreement, and the approved Phasing Plan.

(d) Subdivision and Site Plan Structure.

Residential portions of the Project shall be developed pursuant to approved subdivision plats. Commercial and mixed-use portions of the Project shall be developed pursuant to City-approved site plans and may remain under unified ownership or be subdivided in the future in accordance with Title 17 of the Pleasant View City Code and this Agreement.

3. ZONING AND LAND USE

(a) Vested Rights.

Subject to Developers' compliance with this Agreement, approved subdivision plats, approved site plans, and applicable conditions of approval, this Agreement vests Developers' right to develop the Property in accordance with the MU-W zoning district as in effect on the Effective Date of this Agreement. Nothing herein shall exempt Developers from compliance with generally applicable building codes, impact fees, or health and safety regulations.

4. PHASING AND SITE PLAN APPROVAL

Development of the Project shall occur in accordance with Section 20.40.210.D of the Pleasant View City Code, attached hereto as Exhibit B, and the approved Phasing Plan attached hereto as Exhibit A (the "Phasing Plan"). Each phase shall independently comply with the applicable requirements of the MU-W zoning district and this Agreement.

Developers shall obtain all required permits and approvals from applicable governmental agencies, including but not limited to the Utah Department of Transportation (UDOT), prior to final subdivision plat approval or final site plan approval for the applicable phase.

5. INFRASTRUCTURE AND UTILITIES

(a) The following entities shall provide utilities to the Property:

- **Culinary Water:** Bona Vista Water Improvement District
- **Sewer:** Pleasant View City and Central Weber Sewer Improvement District
- **Power:** Rocky Mountain Power
- **Gas:** Enbridge Gas
- **Storm Drainage:** Pleasant View City
- **Trash and Recycling:** Developer or COA/HOA

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**Commented [DS1]:** Are expected to provide utility service

- **Secondary Water:** Pineview Water Systems

(b) Developers shall be responsible for all on-site and off-site infrastructure improvements necessary to serve the Property, subject to review and approval by the City and other applicable entities.

(c) Developers shall submit detailed utility and infrastructure plans as **Exhibit C** to this Agreement for City review and approval concurrently with subdivision and site plan approval. All submittals and approvals per the subdivision and site plan chapters of City Code.

**Commented [DS2]:** All submittals and approvals per the subdivision and site plan chapters of City Code

(d) Stormwater Detention Facilities.

Any regional or project detention pond designated for public ownership shall be designed and constructed by Developers in accordance with City standards and dedicated to the City upon completion and acceptance. Following dedication, the City shall own and maintain the detention pond and associated control structures. Developers shall be responsible for any required modifications to the detention facilities necessitated by future development phases prior to dedication.

(e) Perimeter Screening.

Developers shall provide fencing, landscaping, or other screening improvements along the southern property boundary adjacent to residential uses, consistent with City-approved landscape plans and applicable zoning standards.

## 6. HOA / COA

(a) Master Association.

Developers shall establish a master owners association (the "Master Association") for the Project. The Master Association shall provide overall governance and coordination between residential and commercial components of the Project and shall be responsible for maintenance of shared private infrastructure, common access drives, shared landscaping areas, and other common facilities serving more than one component of the Project.

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(b) Residential Homeowners Association.

Developers shall establish a homeowners association (the "Residential HOA") for the residential portion of the Project. The Residential HOA shall be responsible for maintenance of residential-only private roads, open space, landscaping, and other common facilities located within the residential areas, subject to the authority of the Master Association.

(c) Commercial Owners Association.

Developers shall establish a commercial owners association (the "COA") for the commercial portion of the Project. The COA shall be responsible for maintenance of commercial-only private infrastructure, open space, and common facilities within the commercial areas, subject to the authority of the Master Association.

(d) Association Documents.

Governing documents for the Master Association, Residential HOA, and COA shall be consistent with this Agreement and applicable City approvals and shall be provided to the City for review prior to recordation.

7. ENFORCEMENT AND REMEDIES

- (a) In the event either Party fails to comply with the terms of this Agreement, the non-defaulting Party may provide written notice of default, and the defaulting Party shall have thirty (30) days to cure the default.
- (b) If the default is not cured within the stated time period, the non-defaulting Party may pursue all legal and equitable remedies, including injunctive relief, specific performance, and monetary damages.
- (c) The City may also withhold permits, certificates of occupancy, or approvals in response to Developers' noncompliance.
- (d) The prevailing Party in any action to enforce this Agreement shall be entitled to recover reasonable attorneys' fees and costs.

8. DISPUTE RESOLUTION

- (a) Any dispute arising out of this Agreement shall first be subject to good faith negotiation.
- (b) If not resolved within thirty (30) days, the dispute shall proceed to non-binding mediation. The cost of the mediator shall be split equally between the Parties.
- (c) If mediation is unsuccessful, either Party may file suit in the district court for Weber County, Utah. Each Party waives its right to a trial by jury.

9. INDEMNIFICATION

Developers shall indemnify, defend, and hold the City harmless from any and all claims, damages, or liability arising from Developers' gross negligence or willful misconduct as it relates to the development of the Property.

10. NOTICES

All notices shall be in writing and delivered by personal delivery, certified mail, or overnight courier to the addresses of the Parties as set forth in **Exhibit D**, or such other address as either Party may designate in writing.

11. MISCELLANEOUS

- (a) This Agreement shall run with the land and be binding on all successors and assigns. Developers may assign this Agreement, in whole or in part, to any third party without the prior consent of the City, provided that the assignee agrees in writing to be bound by the terms and conditions of this Agreement. Upon such assignment and assumption, Developers shall be released from further obligations under this Agreement with respect to the portion assigned.
- (b) This Agreement may only be amended in writing and approved by both Parties.
- (c) If any provision of this Agreement is held invalid, the remainder shall not be affected.
- (d) [Termination for Failure to Commence Construction.](#)

This Agreement shall automatically terminate and be void if Developers have not commenced construction of the Project within 24 months after the Effective Date, unless extended in writing by the City Manager or designee. For purposes of this subsection, "commenced construction" shall mean the issuance of a building permit and the start of on-site construction of public infrastructure or vertical improvements.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the development of the Property and supersedes all prior agreements, whether written or oral, regarding the same.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**PLEASANT VIEW CITY**

\_\_\_\_\_

Name:

Title:

**CenterLync, LLC**

\_\_\_\_\_

Name:

Title:

**YPORE, LLC**

\_\_\_\_\_

Name:

Title:

|

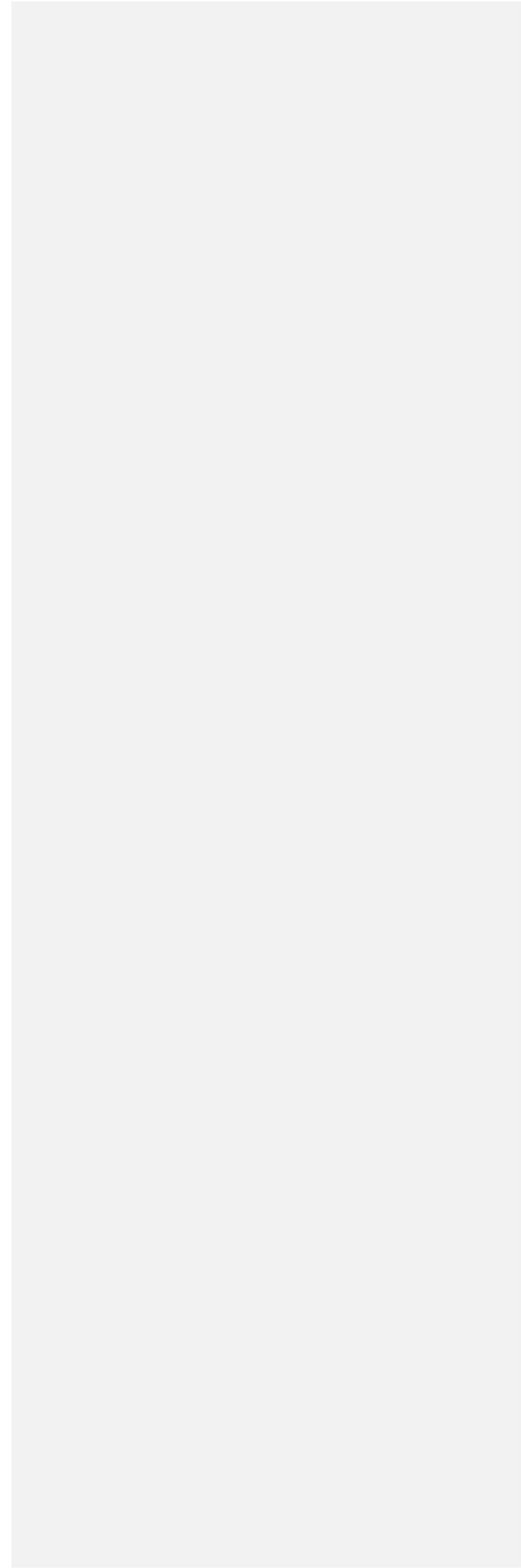


Exhibit A  
(Phasing Plan)

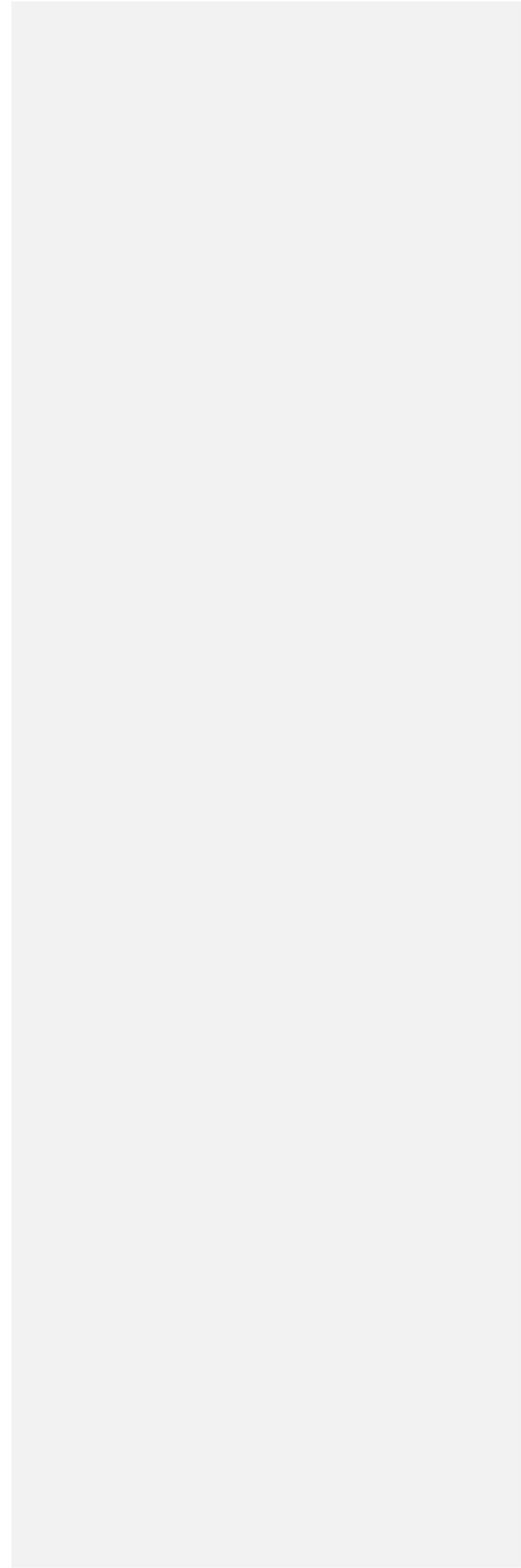


Exhibit B

Pleasant View Code 20.40.210.D

D. Additional Requirements for Mixed Use with a Residential Component.

1. Development Agreement. If a residential component is desired, developer shall enter into a development agreement with the City.

2. If a phased development is proposed, each phase shall comply with the provisions of this section.

3. Percentage of Development.

a. When separate residential and commercial buildings are proposed, a maximum of 25% by total Project area may be utilized for the residential component of a Mixed Use West Project.

b. When any mixed use buildings (i.e. buildings containing both residential and commercial space) are proposed, a maximum of 25% of the total building square footage for the Project shall be used for the residential component of a Mixed Use West Project.

4. Density. The residential component shall be limited to 20 units per acre, with a minimum of 900 square feet of living space per unit.

5. Timing of Approvals and Building Permits.

a. The commercial site plan shall be submitted prior to or concurrently with the residential site plan. Approval of the residential site plan shall not occur until

1) the commercial site plan has received approval, and

2) a commercial building permit has been issued by the City.

b. Commercial Building Permits. i. Required site improvements per Chapter 17.12.010.2 shall be complete prior to the issuance of building permits. ii. With the issuance of the first commercial building permit, developer may be issued building permits for up to 33% of the residential component of the Project (based on the total number of proposed units). iii. Upon completion (i.e. issuance of certificate of occupancy) of 33% of the total commercial building square footage, developer may be issued building permits for up to 67% of the residential component. iv. Upon completion of 67% of the total commercial building square footage, developer may be issued building permits for up to 100% of the residential component.

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Exhibit C  
(Utility and Infrastructure Plans)

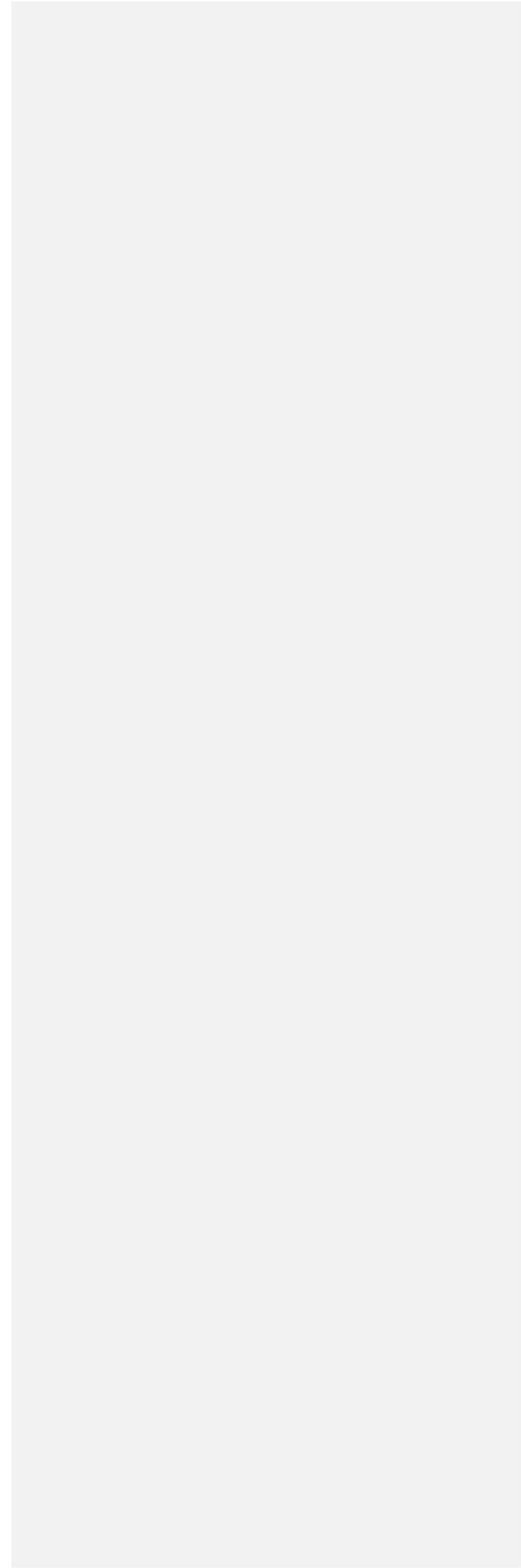
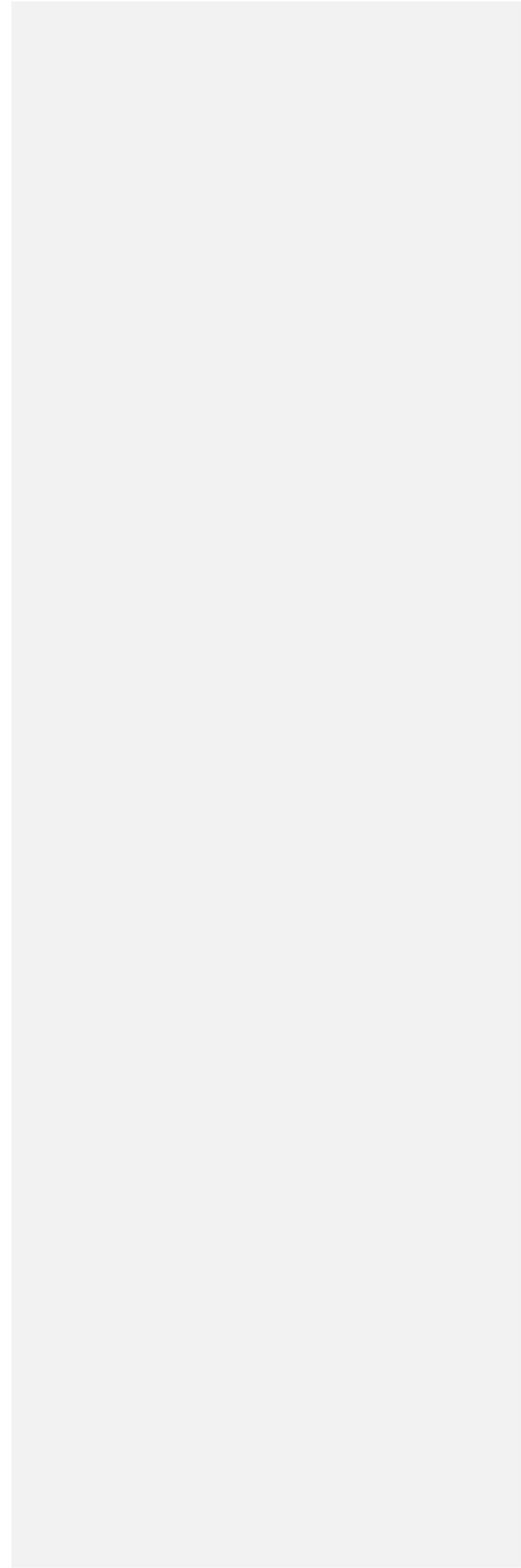


Exhibit D  
(Addressing for CenterLync)



approvals. (Ord.2013-2, dated 5/28/13; prior code: Ord.2012-5, dated 6/12/12)

## **SECTION II MIXED USE WEST**

### **20.40.200 Description and Intent.**

A. Description. The areas in which the Mixed Use West zone may be applied includes: 1) the area bounded by 2700 North the railroad tracks, approximately 2800 North, and the west city boundary, and 2) the area bounded by approximately 2550 North, Highway 89, 2700 North, and the railroad tracks.

B. Intent.

1. The Mixed Use West areas are intended to encourage general commercial, light manufacturing, and industrial uses in a planned, aesthetically pleasing business park setting, which are compatible both in architecture and landscaping to other uses in the zone.

2. Retail services, professional business parks, and manufacturing/industrial uses are promoted when they are complementary and can function as a unified cohesive development with adjacent uses.

(Ord.2021-8, dated 9/14/21; prior codes: Ord.2015-8, dated 12/8/15, Ord.2013-2, dated 5/28/13 and Ord.2012-5, dated 6/12/12)

### **20.40.210 Uses.**

A. The following uses are permitted:

1. Uses listed as permitted in the Gateway West zone.
2. Business parks.
3. Manufacturing within an enclosed building.
5. Warehousing/distribution.

B. The following are conditional uses:

1. Automobile sales, new and/or used.
2. Automotive services enclosed within a building, including lube, tune up, automatic wash, inspection, tires, mufflers, repairs, parts retailing.
3. Community uses.
4. Contractor/construction equipment yards and/or facilities; may not be located east of the railroad tracks and not within 100 feet of Hwy 89 right of way.
5. Equipment and/or appliance repairs and/or service enclosed within a building.
6. Gas stations, convenience stores.
7. Hospitals.
8. Lumber, building material retail sales.
9. Mixed uses (residential/retail/office/industrial).
10. Motorcycle, snowmobile, other similar recreation equipment sales and/or service.
11. Office/warehouse facilities, small scale.
12. Outdoor storage as part of a principal use with an approved conditional use permit.
13. Public or quasi-public facilities, utility facilities.
14. Recreational vehicle or boat sales.

15. Recreational facilities, non-motorized.

16. Self storage facilities.

17. Sexually Oriented Businesses, not within 500 feet of UDOT controlled roads, nor east of the railroad tracks.

C. Other uses. Uses substantially similar to, or customarily accessory to, a listed use or category may be administratively allowed as determined by the Development Review Committee.

D. Additional Requirements for Mixed Use with a Residential Component.

1. Development Agreement. If a residential component is desired, developer shall enter into a development agreement with the City.

2. If a phased development is proposed, each phase shall comply with the provisions of this section.

3. Percentage of Development.

a. When separate residential and commercial buildings are proposed, a maximum of 25% by total Project area may be utilized for the residential component of a Mixed Use West Project.

b. When any mixed use buildings (i.e. buildings containing both residential and commercial space) are proposed, a maximum of 25% of the total building square footage for the Project shall be used for the residential component of a Mixed Use West Project.

4. Density. The residential component shall be limited to 20 units per acre, with a minimum of 900 square feet of living space per unit.

5. Timing of Approvals and Building Permits.

a. The commercial site plan shall be submitted prior to or concurrently with the residential site plan. Approval of the residential site plan shall not occur until 1) the commercial site plan has received approval, and 2) a commercial building permit has been issued by the City.

b. Commercial Building Permits.

i. Required site improvements per Chapter 17.12.010.2 shall be complete prior to the issuance of building permits.

ii. With the issuance of the first commercial building permit, developer may be issued building permits for up to 33% of the residential component of the Project (based on the total number of proposed units).

iii. Upon completion (i.e. issuance of certificate of occupancy) of 33% of the total commercial building square footage, developer may be issued building permits for up to 67% of the residential component.

iv. Upon completion of 67% of the total commercial building square footage, developer may be issued building permits for up to 100% of the residential component.

6. Parking.

a. Residential Parking. The residential component of the Project shall contain the following parking requirements: 2 spaces per unit plus 0.25 guest spaces per unit (all calculations shall round up to the nearest whole number). Garages and driveways of at least the minimum dimensions of standard parking spaces (9-ft by 18-ft) may count toward resident parking requirements but shall not count towards guest parking requirements

b. Shared Use Parking. Shared use parking in multi-family, commercial, or manufacturing zoning district may be allowed if it can be established that the on-site use(s) characteristically result in peak demand for parked vehicles at different hours, days, or seasons than the off-site use(s).

i. Study. A shared use parking study shall be submitted for review for approval of shared use parking. The parking study shall include the following: the location and identity of each use that will share the facility; the total parking requirement for each use; the projected hours of operation of each use and the hours during which the peak parking demand will be experienced; the number of existing and/or proposed parking spaces; a site plan that provides for a distance of not more than 500 feet from the development site's property boundary measured along the shortest available pedestrian route of access to the shared parking facility; and a site plan that demonstrates that the proposed shared parking facility will comply with all standards required by this Code for parking lot development.

ii. Review and Authorization. The study shall be reviewed by the Development Review Committee to determine whether the uses will make use of the shared spaces at different times of the day, week, month, or year. The planning commission, following a recommendation from the Development Review Committee, may authorize shared use of a parking area subject to the following conditions:

a. The study demonstrates to the satisfaction of the City that uses sharing the parking area are unlikely to produce a substantial demand for parking at the same time;

b. Required parking spaces reserved for persons with disabilities shall not be reduced; and

c. Ongoing shared use of the parking area is assured by an agreement reviewed and accepted by the City which provides at least the following: 1) the parking area shall be continuously available; 2) all spaces shall be available without charge; 3) all parking spaces shall be available perpetually to all uses utilizing the parking; and 4) additional parking shall be provided up to the amount otherwise required under this chapter if the Development Review Committee determines, based on parking counts, that a shared parking area does not satisfy the off street parking demand of the uses involved.

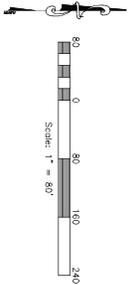
(Ord.2021-8, dated 9/14/21; prior codes: Ord.2015-8, dated 12/8/15, Ord.2015-2, dated 3/10/15, Ord.2013-2, dated 5/28/13 and Ord.2012-5, dated 6/12/12)

### **SECTION III MIXED USE CENTRAL**

#### **20.40.300 Description and Intent.**

A. Description. The area in which the Mixed Use Central zone may be applied is bounded by Highway 89, 2700 North, the railroad tracks, and 2800 North.

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5100 S. 1500 W., BENVENUE, UTAH 84005, AND SHALL NOT BE REPRODUCED, RE-BRAND, 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.



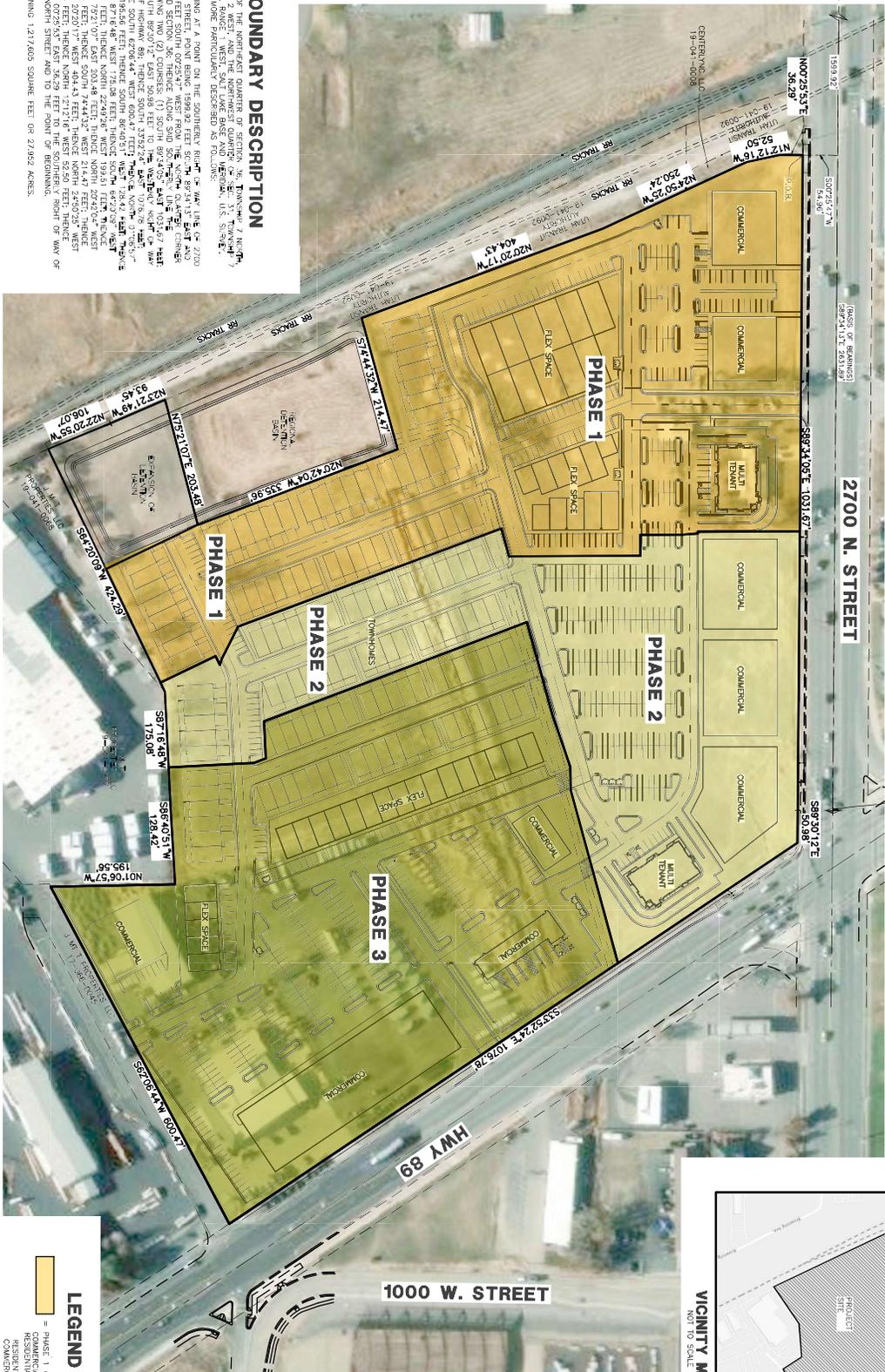
**BOUNDARY DESCRIPTION**

PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 7 WEST, SALT LAKE BASIN AND MERIDIAN, U.S. SURVEY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 2700 NORTH STREET, POINT BEING 1988.82 FEET SOUTH 89.54° EAST AND 19.54'-0.032' WEST OF THE POINT OF BEGINNING, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

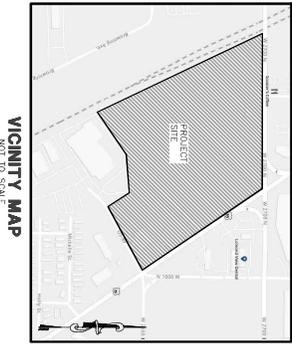
FOLLOWING TWO (2) COURSES: (1) SOUTH 89.54° EAST 1055.67 FEET TO THE POINT OF BEGINNING, U.S. SURVEY, UTAH TRACT 19-541-0032; (2) SOUTH 89.54° EAST 1055.67 FEET TO THE POINT OF BEGINNING, U.S. SURVEY, UTAH TRACT 19-541-0032.

LINE OF HIGHWAY 89, THENCE SOUTH 33°52'24" WEST 1076.76 FEET TO THE POINT OF BEGINNING, U.S. SURVEY, UTAH TRACT 19-541-0032; THENCE SOUTH 62°06'44" WEST 600.47 FEET TO THE POINT OF BEGINNING, U.S. SURVEY, UTAH TRACT 19-541-0032; THENCE SOUTH 87°16'48" WEST 72.08 FEET THENCE SOUTH 87°16'48" WEST 424.29 FEET, THENCE NORTH 22°49'26" WEST 193.51 FEET THENCE SOUTH 87°16'48" WEST 72.08 FEET THENCE SOUTH 87°16'48" WEST 335.86 FEET, THENCE SOUTH 74°44'42" WEST 814.47 FEET, THENCE NORTH 20°20'17" WEST 404.43 FEET THENCE NORTH 24°50'25" WEST NORTH 02°29'29" EAST 362.9 FEET TO THE POINT OF BEGINNING, U.S. SURVEY, UTAH TRACT 19-541-0032; THENCE NORTH 27°00' NORTH STREET AND TO THE POINT OF BEGINNING, CONTAINING 1,217,600 SQUARE FEET OR 27.852 ACRES.



NORTH QUARTER CORNER OF SECTION 36, T.7N., R.7W., S. SURVEY (UTAH TRACT 19-541-0032)

NORTHEAST CORNER OF SLABM, U.S. SURVEY (ROUND BRASS CAP MONUMENT, SURVEY 2004)



# Lync Crossing@89

Pleasant View, Weber County, Utah

**LEGEND**

- = PHASE 1 (TOTAL 9.33 ACRES)  
COMMERCIAL AREA 3.63 AC.  
RESIDENTIAL UNITS: 123,168 S.F.  
COMMERCIAL UNITS: 72,094 S.F.
- = PHASE 2 (TOTAL 7.13 ACRES)  
COMMERCIAL AREA 5.67 AC.  
RESIDENTIAL UNITS: 114,720 S.F.  
COMMERCIAL UNITS: 83,211 S.F.
- = PHASE 3 (12.83 ACRES)  
COMMERCIAL AREA 10.64 AC.  
RESIDENTIAL UNITS: 108,448 S.F.  
COMMERCIAL UNITS: 28,435 S.F.

**LYNC CROSSING@89**  
PART OF THE NE 1/4 OF SEC. 36, T.7N., R.7W., AND THE NW 1/4 OF SEC. 31, T.7N., R.1W., S. SURVEY, UTAH TRACT 19-541-0032, U.S. SURVEY  
PLEASANT VIEW, WEBER COUNTY, UTAH

**Phasing Plan**

REVISIONS	DESCRIPTION
DATE	

**Reeve & Associates, Inc.**  
5100 SOUTH 1500 WEST, BENVENUE, UTAH 84005  
TEL: (801) 421-3100 FAX: (801) 421-2008 www.reeve.com  
LAND PLANNING • CIVIL ENGINEERING • ARCHITECTURE  
TRAFFIC ENGINEERING • STRUCTURAL ENGINEERING • LANDSCAPE ARCHITECTURE

Sheet	1
Number	6298-33
<b>Project Info.</b>	
Engineer	Reeve
Designer	Conrad
Checker	E. Birkie
Date	12-23-24
Project	LYNC CROSSING@89

