



WEBER COUNTY PLANNING COMMISSION MEETING

MEETING AGENDA

March 3, 2026

Joint meeting 4:00 pm/Regular meeting 5:00pm



4pm-5pm -Joint meeting between Weber County Commission and Weber County Planning Commission

Adjourn to regular meeting

- Pledge of Allegiance
- Roll Call:

1. Minutes: February 3, 2026 and February 10, 2026
2. Consent Items:

2.1 CUP 2026-03: Request for approval of a conditional use permit to construct a 1.5-million-gallon water tank to supply water for additional development and fire infrastructure, located at approximately 9202 E Shelter Hill Rd, Eden, UT, 84310.

2.2 CUP 2026-04: Request for approval of a conditional use permit for a sewer lift station (a public utility substation) to service Shelter Hill Subdivision, located at approximately 9202 E Shelter Hill Rd, Eden, UT, 84310.

3. Legislative Items:

3.1 ZMA2026-02: an application to rezone approximately 14 acres of land located at approximately 3300 West 2550 South, from the A-1 zone to the R1-15 zone.

Staff Presenter: Felix Lleverino

4. Public Comment for Items not on the Agenda:

5. Remarks from Planning Commissioners:

6. Planning Director Report:

7. Remarks from Legal Counsel

Adjourn to Worksession

WS1: Willow Village Discussion – Applicant-Presenter: Selvoy Fillerup

The Joint meeting between the Weber County Commission and the Weber County Planning Commission will be held in the breakout room; 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

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.

Minutes of the Meeting of the Weber County Planning Commission for February 3, 2026, Weber County Commission Chambers, 2380 Washington Boulevard 1st Floor, the time of the meeting commencing at 4:30 p.m.

Western Weber Planning Commissioners Present: Andrew Favero (Chair), Casey Neville (Vice Chair), Wayne Andreotti, Cami Clontz, Kyle "KC" Lindsey, Jed McCormick, and Sara Wichern

Excused:

Staff Present: Rick Grover, Planning Director; Charlie Ewert, Principal Planner; Felix Lleverino, Planner; Liam Keogh, Legal Counsel; Tiffany Snider, Office Specialist.

Roll Call: Chair Favero conducted roll call and indicated all Commissioners were present.

1. Minutes: December 2 and 9, 2025

Vice Chair Neville noted the minutes from the Ogden Valley Planning Commission meeting held on December 2, 2025 and the Western Weber Planning Commission meeting held December 9, 2025 have been presented for approval. Commissioner Wichern noted a correction needed on page of the December 9 minutes, where they incorrectly indicated she had voted for the animal hospital's conditional use permit (CUP) when she was not present. Additionally, Commissioner Clontz clarified that she was not present for the entire meeting rather than just the vote as indicated in the minutes.

Commissioner McCormick moved to approve the minutes as amended. Commissioner Andreotti seconded the motion; all voted in favor.

2. Public Comment for Items not on the Agenda:

There were no public comments.

3. Remarks from Planning Commissioners:

Commissioner Andreotti mentioned that work had begun on a lift station in western Weber County, and noted there appear to be challenges getting under the river. Planning Director Grover acknowledged the work being done and thanked Economic Development Director/Government Relations Officer Russell for her efforts on the project over the past four years. He noted it was good to see movement that would hopefully help with future developments. Commissioner Andreotti also inquired about the status of the gas line project. Director Grover indicated some uncertainty with that project.

Vice Chair Neville noted a traffic light at 4700 West was taking an unusually long time.

Chair Favero and Commissioner Wichern briefly discussed that they had been in a separate meeting before the Planning Commission meeting.

4. Planning Director Report:

Director Grover announced a joint meeting with the County Commissioners scheduled for March 3, 2026 at 4:00 PM. The meeting would take place in the breakroom, with the regular Planning Commission meeting to follow at 5:00 PM. This would replace the Commission's normal pre-meeting. Director Grover encouraged Commissioners to prepare any major discussion points they wished to address with the County Commissioners.

Director Grover also reminded Commissioners about the field trip scheduled for the following Tuesday at 12:30 PM, meeting at the County offices before proceeding to the Powder Mountain headquarters near the country club. The logistics of the field trip were discussed briefly.

5. Remarks from Legal Counsel:

There were no remarks from Legal Counsel.

The meeting adjourned to work session at 4:41 p.m.

WS1: A discussion on a rezone of the Willow Village development containing a mixture of townhomes and single-family homes designed with pathways, water-wise landscaping, and optional commercial spaces. Applicant: Selvoy Fillerup

Selvoy Fillerup presented an updated plan for the Willow Village development, noting significant changes from the previous proposal. The revised plan featured rear-entry townhomes along the public street to ensure front doors faced the street, single-family homes on the east side of the road, mixed-use units along 900 South with commercial-style frontages on the ground floor, and parks and community spaces. Discussion among Mr. Selvoy, the Commission, and Planning staff focused on several key concerns:

- **Street and Pathway Design:** Principal Planner Ewert suggested rearranging roads and pathways to create more social corridors throughout the development. This would involve creating two pedestrian corridors rather than one central corridor, moving vehicle access to different locations.
- **Driveway and Garage Dimensions:** Commissioner Wichern expressed concern about the 18-foot driveways and garage sizes, noting they wouldn't accommodate larger vehicles like F-150 trucks that make up approximately one in five vehicles in the area. She suggested making garages wider (24-foot interior) to properly accommodate these vehicles and prevent street parking issues.
- **Commercial Space Viability:** Chair Favero questioned the mixed-use component along 900 South, concerned about the size and viability of the commercial spaces. Mr. Fillerup explained these units would have commercial-style entrances with approximately 12x12 foot spaces that could accommodate small office uses rather than retail. Chair Favero noted that this didn't fulfill the original vision from the general plan for more substantial commercial development in the area.
- **Affordability vs. Quality:** Several Commissioners discussed the balance between affordability and quality. Mr. Fillerup explained the development was aimed at a more affordable price point to serve those transitioning from apartments to homeownership. Commissioner Wichern emphasized that despite affordability goals, homes would still sell at market rates (over \$400,000) and should be designed with adequate space and functionality.
- **Density Concerns:** Commissioner Wichern noted the plan had "apartment density crammed into a townhome development," though acknowledged the proposal had improved from the previous submission.

At the conclusion of the discussion, Mr. Selvoy agreed to return to the Commission with revised road and pathway configurations per Mr. Ewert's recommendations, renderings showing what the mixed-use buildings would look like on 900 South, and information on garage dimensions to address Commission concerns.

WS2: A discussion on a rezone of 14 acres of vacant land located at 3300 West 2550 South. The current zoning of the property is Agricultural A-1; the proposal would change the zone to Residential R1-15. Applicant: Scott Wynn, Project Manager: Felix Lleverino

Scott Wynn presented a concept plan for rezoning 14 acres from Agricultural A-1 to Residential R1-15 for a patio home development. The plan featured lots ranging from approximately 8,200 square feet to 14,000 square feet, public streets, minimal Homeowners Association (HOA) responsibilities (only for common area maintenance), and some walking paths. Key discussion points among the Commission, Mr. Wynn, and planning staff included:

- **Drainage Concerns:** Chair Favero emphasized that the property historically floods and retains water for extended periods. Mr. Wynn acknowledged this issue, explaining they had conducted delineation work, dredged canals, and planned to bring in fill to address drainage and allow for sewer fall.
- **Access and Egress:** Felix Lleverino from Planning staff pointed out that the development would need a second access point since it exceeded 30 units (currently planned for 39 units). Commissioners and staff discussed potential options for secondary access, including working with neighboring property owners who might benefit from future development opportunities.
- **Pathway Alignment:** Commissioner Wichern suggested straightening the proposed pathway for better connectivity.

The Commission was generally supportive of the proposal but emphasized the importance of addressing the flooding issues and securing a second access point before proceeding to the public hearing stage.

WS3: A discussion on a development plan to change the zoning of a property at 1150 South 4700 West to the Form Based Zone, and to amend the Street Regulating Plan to allow for the eastern 13.23 acres to develop as Multi Family Residential, and develop the western 9.11 acres as Transit Oriented Commercial. Presenter: Brett Jones with Basin Development

Brett Jones with Basin Development presented a concept to rezone property at 1150 South 4700 West to the Form Based Zone, with the eastern 13.23 acres as Multi-Family Residential and western 9.11 acres as Transit Oriented Commercial. The plan included townhomes with a central park area on the eastern portion, commercial development on the western portion, and primary access points aligned with planned intersections. The Planning Commission expressed significant concerns about the residential portion of the proposal:

- **Zoning Consistency:** Chair Favero and several Commissioners emphasized that the entire property is currently zoned commercial and should remain commercial as designated in the General Plan. Chair Favero emphasized that the entire area is zoned commercial and he believes that is the highest and best use of the property; he could not envision residential use of the subject property.
- **Transportation Considerations:** Multiple Commissioners noted that the property's location near railroad tracks and its position in what could become a transportation hub made it more suitable for commercial and transit-oriented development rather than residential use.
- **Future Planning:** Planning Director Grover advised that the County Commission wanted to complete corridor studies before considering changes in these areas, suggesting timing challenges for this proposal.

The developer was encouraged to participate in the upcoming General Plan corridor study process and reconsider the proposal to align more with the commercial designation intended for the area.

WS4: A discussion on a request to amend the Singletree development agreement to change the minimum side yard setbacks from 12 feet to 8 feet and to change the side yard setback on a corner lot from 30 feet to 20 feet. Presenter: Scott Lindsay, Project Manager: Felix Lleverino

Scott Lindsay presented a request to amend the Singletree development agreement to change minimum side yard setbacks from 12 feet to 8 feet and to change side yard setbacks on corner lots from 30 feet to 20 feet. Mr. Lindsay explained that the changes would allow for wider homes and garages.

The Commission was generally supportive of the request, with no major concerns expressed. Commissioner McCormick noted that the proposed setbacks seemed reasonable compared to other cities' standards. Director Grover inquired about the status of a potential gate from the high school, with Mr. Lindsay indicating he understood it was not currently planned.

The Commission indicated preliminary approval but noted that the item would need to go through the formal public hearing process.

WS5: A discussion on a Weber County Planning Staff-driven application to amend the Western Weber General Plan to include text and maps from the Ogden Valley General Plan applicable to Unincorporated Weber County outside the new Ogden Valley City boundary. The text and maps from the Ogden Valley General Plan will be added as an addendum to the Western Weber General Plan. Staff Presenter: Felix Lleverino

Felix Lleverino presented a staff-driven application to amend the Western Weber General Plan to include text and maps from the Ogden Valley General Plan applicable to unincorporated Weber County outside the new Ogden Valley City boundary. Mr. Lleverino explained that he and Mr. Ewert had reviewed the Ogden Valley General Plan to extract relevant content that could be applied to the remaining unincorporated areas of Weber County. He provided commissioners with a packet showing highlighted text that would be incorporated, noting that some text edits would be needed to replace references to "Ogden Valley" with "Weber County."

Commissioner Neville noted some inconsistencies in the highlighted text, pointing out that some sections specific to Ogden Valley schools were highlighted for inclusion. Mr. Lleverino acknowledged this oversight and said it would be corrected.

The Commission was supportive of the approach and looked forward to seeing a refined version at a future meeting.

WS6: A discussion regarding a county-driven land use regulation text amendment to remove irrelevant provisions related to the area that is now the incorporated Ogden Valley City, and to provide other clerical, administrative, clarification, and technical code updates. Staff Presenter: Charlie Ewert

Charlie Ewert presented a comprehensive set of proposed amendments to the Weber County land use regulations to remove provisions related to the newly incorporated Ogden Valley City and provide other clerical and technical updates. Key changes included:

- **Code Reduction:** The amendments would reduce the county code from approximately 585 pages to 480 pages by eliminating Ogden Valley-specific provisions.
- **Zone Consolidation:** Several Ogden Valley-specific zones would be eliminated or consolidated with existing zones. For example, the FR-3 zone would be translated to the R-3A zone.
- **Form Based Zone Updates:** Changes to the Form Based Zone included removing Transferable Development Rights (TDR) requirements and adding "Old West" and "Modern" design themes to the existing "Agrarian" theme.
- **Sign Code Improvements:** The proposal would adopt the more comprehensive Ogden Valley sign code for all of Weber County, with some modifications to make it less restrictive.
- **Lighting Standards:** The outdoor lighting standards would be maintained but adjusted to be less strict than the Ogden Valley standards.
- **Height Limits:** Maximum building heights in the Form Based Zone would be increased from 40 feet back to the original 60 feet.

Several policy discussions occurred among the Commission and Planning staff:

- **TDRs in Form Based Zone:** The Commission discussed whether Transferable Development Rights should be required in the Form Based Zone. The consensus was that TDRs had not been effective in Ogden Valley and should be removed from the requirements for Western Weber, with Commissioner Wichern noting, "We're not making housing more affordable, but we still look at what we allow and make sure that we're building quality homes."
- **Design Themes:** Commissioners discussed whether different architectural design themes should be allowed adjacent to each other or if consistent themes should be required in specific areas. The Commission ultimately supported allowing a mix of design themes.
- **Commercial vs. Residential in Mountain Areas:** The Commission supported changes that would make provisions more practical for the remaining unincorporated areas, which primarily include the canyon and mountain resort areas.

Chair Favero expressed frustration about delays in implementing needed changes due to election-year politics, stating that the Commission should be able to move forward with practical changes regardless of the election cycle.

The Commission was supportive of the proposed changes, with the expectation of reviewing a complete draft at a future meeting before proceeding to public hearings.

The work session adjourned at 8:35 p.m.

Respectfully Submitted,

Weber County Planning Commission

Minutes of the Meeting of the Weber County Planning Commission Work Session for February 10, 2026 Powder Mountain Tour, Meet at Weber Center (2380 Washington Blvd. 2nd Floor Suite 240, Ogden UT 84403) • Drive to 3632 N Wolf Creek Drive, Eden UT — base of the mountain 12:30 pm

Western Weber Planning Commissioners Present: Andrew Favero (Chair), Kyle “KC” Lindsey, Jed McCormick, and Sara Wichern

Excused: Casey Neville and Wayne Andreotti

Staff Present: Tammy Aydelotte, Planner III; Felix Lleverino, Planner; Tiffany Snider, Office Specialist; Kristalyn DeVries, Office Specialist; Allen Coleman, Code Enforcement; Marta Borchert; Secretary

Chair Favero notes that this work session is for information purpose only. The Planning Commission will not be taking questions. Planning Commission can ask as many questions as they want. The public is welcome to attend, but input from the public will be limited. He adds they are here to learn.

WS1: Powder Mountain Tour

Peddler’s Cafe

Brooke Hontz states that she has Olga Marisina and Erik Anderson from the Powder Mountain Team to help with the Tour. She states that the intention of this tour is to talk about the future and potential things happening. This is meant to give the Planning Commissioners some reference points. This is intended to be a work session with the Planning Commissioners. There are three locations that will be visited on this tour.

Chair Favero reiterates that this work session is for information purpose only. The Planning Commission will not be taking questions. Planning Commission can ask as many questions as they want. The public is welcome to attend, but input from the public will be limited.

Sundown (Public Side + Ski School) – Showcase public recreation, community access.

Brooke Hontz explained that, with a renewed focus on naming and signage, the area has been clearly branded, making it easier for visitors to recognize when they have arrived at Sundown.

She then referenced a map that was created jointly for Weber County and Cache County to address questions about development occurring across county lines. On the map, Cache County is shown in darker shading toward the north, while Weber County is depicted in lighter green with yellow markers. The Sundown area, identified by a yellow marker, is located entirely within Weber County.

What is notable is that much of the existing and proposed development lies along the county boundary. The development shown on the Weber County side reflects projects previously approved under the DRR-1 zoning map adopted by the County, while the labeled areas (A–F) in Cache County were approved as part of a master plan in December. The master plan represents a high-level, conceptual view of potential land uses, identifying likely locations for uses such as single-family and multifamily development, lodges, maintenance facilities, lifts, and trail systems.

Sundown is expected to remain an important part of the family ski experience. Currently, ski school operates out of a temporary structure near the base area. In the near future, an application will be submitted for a new ski lodge located near the base of the Sundown lift, generally in the area where temporary facilities and fencing are currently located. This application will go through the Planning Commission review process and subsequent building permits.

The proposed lodge would significantly enhance services in the area. Permanent indoor restrooms would replace temporary facilities, ski school would move into a dedicated building, and cafeteria-style dining space would be expanded to approximately twice the size of the existing Timberline Lodge. These improvements are intended to better support the high

level of activity at Sundown, which serves skiers from morning through evening and experiences frequent turnover throughout the day.

Additional improvements include replacing the existing lift with a higher-speed quad lift and adjusting the base area slightly uphill to create more functional space for beginners. A new beginner lift and terrain-based learning features are also planned, providing expanded terrain and improved learning opportunities for novice skiers. With these changes, several existing temporary buildings would be removed.

While these elements are not yet ready for formal Planning Commission review, they are anticipated future applications that will follow the required approval processes. Previously approved improvements include completion of the DMI lift, located just north of the Sundown area, which is expected to be finalized for the upcoming season. The project was approved last year and now only requires completion of construction this year. Alongside construction, the resort will continue to work closely with the County on avalanche mitigation in Wolf Creek Canyon. Avalanche mitigation has been a necessity in this area for as long as skiing has occurred there and is required in essentially any year with snow, not only high-snow years.

The proposed location of the new lodge was clarified for the group. It will be situated near the stand of aspen trees between the Sundown lift, the snowmobile area, the temporary restrooms, and the existing orange fencing.

When asked about the size of the new lodge, it was explained that the current estimate is approximately 15,000 square feet. The final size may be adjusted based on cost considerations and operational needs. There is an ongoing effort to balance functionality such as space for ski patrol and guest services with the limited acreage available in this base area. Compared to other ski pubs that may serve hundreds or even thousands of acres from a single lift, the Sundown area is more constrained and serves a smaller footprint, though it is now accessible from an additional lift via Lightning Ridge.

Questions were raised regarding parking. It was noted that there are limited opportunities to expand parking in this area, and no parking expansion is currently planned. Instead, the resort intends to enhance shuttle service to accommodate visitors and manage demand.

In response to questions about local residency, it was explained that there are some full-time residents in the area, but not many. There are no plans for schools or other public facilities beyond trail systems. Even at full build-out, the projected population would not create sufficient density to support a school.

Discussion followed regarding the existing building at the site. It was stated that the building will be removed, as painting or minor improvements do not address its functional limitations. The new lodge is intended to provide a more efficient, accessible facility with improved restrooms, food service, ski patrol space, and better circulation from parking to slopes.

A question was raised about public versus private access, particularly regarding new trails. It was clarified that the ski resort operations remain public, and both winter and summer trail systems are intended to be publicly accessible. New summer trails are planned, and while some sections are still under construction and not ready to open, the long-term plan is to create a connected trail system across both Weber and Cache Counties. Trailheads for public access will primarily originate from areas such as Timberline and Hidden Lake, with availability varying based on construction schedules.

Future lift improvements were discussed, including the DMI lift. While it is on the long-term planning list, its success would require snowmaking at the base area, and it is not considered an immediate priority.

Timberline + Maintenance Shed – Highlight recent infrastructure investments and operations.

It was explained that the county line runs between the two primary buildings: the Timberline Shop (located in Weber County) and the Timberline Lodge (located in Cache County). The boundary runs through the parking lot, angles to the right, and then cuts behind the group, placing nearby homes within Weber County while the group was standing in Cache County.

This distinction was noted as important because future questions or applications may involve jurisdictional coordination between the two counties.

Two lifts were replaced last year following approval from Cache County:

- Lightning Ridge Lift (yellow towers)
- Timberline Lift (blue towers)

The Timberline lift had been in operation for over 50 years. The lift chairs were auctioned off, raising significant funds that were donated to local charities.

Base Area Configuration:

Although located near the top of the mountain, Timberline functions as a base area. Guest services and cafeteria operations are handled in the Timberline Lodge building (Weber County), while retail and some ski patrol operations are in the Timberline Shop building (Cache County). Skiers descend from this area to access the lifts, which is why the resort is sometimes referred to as an “upside-down mountain.”

James Peak, the tallest peak in the project area, is located behind Lightning Ridge along the county line.

Planned Improvements:

Paved Parking Lot

A paved parking lot is planned for this year, with a goal of providing approximately 400–500 parking spaces, subject to ADA requirements and access design constraints. The two counties are still coordinating on which jurisdiction will process the application.

Weber Fire District Station

A fire station is also proposed in this area. While it will serve the Weber Fire District (a separate entity from Weber County), coordination with both counties is underway to ensure proper review and approvals.

Maintenance Facility

A new maintenance building (currently blue-clad) has been constructed and will become the resort’s primary operations building. The facility includes:

- Six equipment bays (three on each side)
- Two floors of support space
- Offices, lockers, kitchen, and operational support areas

The previous maintenance barn (constructed in the mid-1990s) was not designed to accommodate modern equipment valued at \$500,000 or more. The new building represents a significant operational upgrade.

Parking and Capacity

The goal is to approach 500 parking spaces if feasible. Currently, the resort operates with capacity controls in place when necessary. This season, daily skier caps have generally not been required, except for night skiing, which remains capped at 500 skiers.

Existing Structures

The older maintenance building will be removed once the new facility is fully operational. Temporary occupancy is anticipated soon, with full occupancy expected later this year.

A partially constructed condominium building in the area remains incomplete due to ownership disagreements. It is reportedly under contract and intended to be developed as seven condominium units. Concerns were noted regarding construction completion timelines, and the idea of stronger completion requirements was discussed.

Hidden Lake (Private Side) – Contrast with public side; discussion on balancing access; Art Loop trail

The group toured the Hidden Lake base area, where the county line also runs through the parking lot.

It was explained that the Hidden Lake Lodge, Hidden Lake Lift, and a temporary brown structure used to support disabled skiers are located in Cache County. A small portion of the parking lot is also within Cache County, while the majority of the surrounding area, including most of the parking lot and nearby improvements, is within Weber County. A nearby yurt structure is located in Weber County. Brookes emphasized that jurisdictional boundaries in this area are complex and may require coordination between counties for future applications.

From the site, the group was oriented to surrounding features, including Cache Valley and the Logan area to the north, James Peak to the west, and Lightning Ridge and other terrain features previously discussed. The Hidden Lake Lift services a significant amount of terrain, making this an important operational and planning area for the resort.

They observed lifts and terrain to the east, including a Poma lift that remains part of public ski operations, as well as Mary's Lift and the Raintree Lift, which are now part of private ski operations. Brooke described historical ownership complexities in Cache County, including previously divided 20- and 40-acre parcels and land associated with a former snow cat operation. Through negotiations and land acquisitions, these parcels have since been consolidated under current ownership.

A question was raised regarding potential public access from the Logan/Cache County side. The applicant stated that there are no plans to create public road access from Cache County. Private landowners between the resort and public roadways have expressed no interest in road construction or expanded visitation from that direction, and the financial feasibility of such access was described as impractical.

An emergency egress route toward Ant Flat exists as part of prior approvals under DRR-1 zoning. This route is intended strictly for emergency use and is not planned as a secondary public access road. It is not intended to be paved or improved beyond emergency standards.

The existing homes under construction are part of the Powder Haven private ski development. Approximately 53 homes have been built to date. Most are located in Weber County, though a small group of homes in Cache County was approved under an interlocal agreement approximately ten years ago.

The group observed water tanks, pump houses, and related infrastructure associated with the Powder Mountain Water and Sewer District. It was clarified that the district is a separate special service district with taxing authority and operates independently from Powder Mountain Resort and the private real estate development.

Brooke indicated that long-term planning for the Hidden Lake area may include a hotel and additional residential, likely in a denser condominium-style configuration. The intent would be to create a more cohesive village environment rather than exclusively single-family development. Preliminary discussions have begun; however, no formal application has been submitted. The anticipated timeline is approximately five years, and specific locations within the area have not yet been determined.

Adjourn -2:17pm
Respectfully Submitted
Marta Borchert
Planner Technician



Staff Report to the Weber County Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request:	File No. CUP2026-03: Request for approval of a conditional use permit to construct a 1.5-million-gallon water tank to supply water for additional development and fire infrastructure, located at approximately 9202 E Shelter Hill Rd, Eden, UT, 84310.
Application Type:	Administrative
Application Date:	Tuesday, March 3, 2026
Applicant:	Summit Group/Powder Mountain Resort, Brooke Hontz Authorized Representative
Approximate Address:	9300 E 6050 N St, Eden, UT, 84310.
Project Area:	12,560 Square feet
Zoning:	DRR-1
Existing Land Use:	Vacant
Proposed Land Use:	Public Utility Substation
Parcel ID:	23-012-0034
Township, Range, Section:	Township 7 North, Range 2 East, Section 05 NW

Adjacent Land Use

North:	Resort/Cache County	South:	Resort
East:	Resort	West:	Resort

Staff Information

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

Applicable Ordinances

- Weber County Land Use Code Title 104 Chapter 29 (DRR-1 Zone)
- Weber County Land Use Code Title 108 Chapter 4 (Conditional Uses)
- Weber County Land Use Code Title 108 Chapter 10 (Public Utility Substations)
- Weber County Land Use Code Title 108 Chapter 2 (Ogden Valley Architectural, Landscape, and Screening Standards)
- Weber County Land Use Code Title 108 Chapter 1 (Design Review)

Background and Summary

Applicant is requesting a conditional use permit for an underground water tank, with a capacity of 1.52 million gallons. The proposed tank will service future development and necessary fire infrastructure at Powder Mountain.

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

Analysis

General Plan: As a conditional use, this operation is allowed in the DRR-1 Zone. With the establishment of appropriate conditions as determined by the land use authority, this operation will not negatively impact any of the goals and policies of the General Plan and does not conflict with the recorded master development agreement (entry #2717835 dated 1/14/2015).

Zoning: The subject property is located within the DRR-1 zone. The purpose and intent of the DRR-1 zone are described in LUC 104-29-1:

The purpose of this chapter is to provide flexible development standards to resorts that are dedicated to preserving open space and creating extraordinary recreational resort experiences while promoting the goals and objectives of the Ogden Valley general plan.

The DRR-1 zone allows the proposed use, as a conditional use.

Under the LUC 108-10, there is not minimum lot area for public utility substations. The proposed improvements will be located on a parcel of approximately 110 acres. Proposed height of infrastructure will be approximately at or below grade.

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

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

(1) Standards relating to safety for persons and property. The proposal is not anticipated or expected to negatively impact this property, surrounding properties, or persons. This proposal will enhance the safety of development in this area by adding to the hydrant system as required by Weber Fire District. The applicant plans to use a native seed mix to restore any areas disturbed by construction.

(2) Standards relating to infrastructure, amenities, and services: The proposal is not anticipated or expected to negatively impact any existing infrastructure, amenities, or services in the area. A 24' wide gravel access to the site is proposed, along with space to park for the purposes of site maintenance. This access road will extend from an existing gravel/dirt road that runs west from Meridian Ave to Heartwood Drive.

(3) Standards relating to the environment. The proposal is not anticipated or expected to negatively impact the environment. As the footprint is proposed to have a minimal impact on the surrounding native vegetation. A 10" compacted road base will surround the immediate structure site.

(4) Standards relating to the current qualities and characteristics of the surrounding area and compliance with the intent of the general plan. The proposal is not anticipated to negatively impact the surrounding area, nor is it contrary to the recommendations of the general plan or the recorded development agreement.

Design Review: The proposed conditional use mandates a design review as outlined in LUC §108-1 to ensure that the general design, layout and appearance of the building remains orderly and harmonious with the surrounding neighborhood. The matters for consideration are as follows:

Considerations relating to traffic safety and traffic congestion. The proposal includes a site plan that identifies an access to the site from an existing gravel road. Neither traffic safety hazards nor traffic congestion are anticipated given the minimal site visitations to the substation.

Considerations relating to landscaping. The applicant is proposing a native seed mix to mitigate erosion.

Considerations relating to buildings and site layout. The applicant is proposing a tank, a plunge pool, and a valve vault, along with associated infrastructure. Applicant is proposing a 24' wide gravel road to access the site, as well as space for parking. Future ski runs and lifts surround the site of the buried tank.

Review Agencies: Weber Fire District and Weber County Engineering have not yet reviewed this application, and a conditional use permit will not be issued until all required review agencies have their conditions met.

Staff Recommendation

Staff recommends approval of this conditional use application (CUP 2026-03) for a culinary water storage tank and associated infrastructure, subject to the applicant meeting all review agency requirements and based on the following findings:

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

Exhibits

- A. Application and Narrative
- B. Site Plan

Map 1



Exhibit A -Application and Narrative

Powder Mountain Water Tank -Conditional Use Permits

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

Address: 41°22'11.54"N , 111°44'46.32"W, eden, UT, 84310
Maps: [Google Maps](#)
Project Type: Conditional Use Permits
Sub Type: Conditional Use Permits
Created By: [Joseph Rosen](#)
Created On: 2/12/2026

Project Status: Accepted
Status Date: 2/23/2026
File Number: CUP 2026-03
Project Manager: [Tammy Aydelotte](#)

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

Application

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

Project Description

Construct a 1.5 million gallon water tank to supply water for expanded development and fire safety needs.

Property Address

41°22'11.54"N , 111°44'46.32"W
eden, UT, 84310

Property Owner

Brooke Hontz
435 640 - 1941

bhontz@power.org

Representative

Joseph Rosen
301-922 - 7665

jrosen@powder.org

Accessory Dwelling Unit	False
Current Zoning	DRR-1
Subdivision Name	not applicable
Number of new lots being created	0
Lot Number	n/a
Lot Size	n/a
Frontage	n/a
Culinary Water Authority	Powder Mountain Water and Sewer District
Secondary Water Provider	Not Applicable
Sanitary Sewer Authority	Powder Mountain Water and Sewer Improvement District
Nearest Hydrant Address	n/a
Signed By	Representative, Joseph Rosen

Parcel Number

[✕ Remove](#) 230120191

February 12, 2026

RE: Powder Mountain Water Tank
Conditional Use Permit

To whom it may concern,

Powder Mountain is submitting a conditional use permit in order to build a 1,500,000-gallon water tank located in parcel #230120191. This tank will hold culinary water for residential and commercial development as well as providing fire flow and capacity for these projects.

The tank is located at the top of Mary's Lift and will be constructed above grade and then covered and revegetated. This elevation is critical to balance with existing pressures in the water system.

Sincerely,

Joseph Rosen

Director of Mountain Construction

Powder

301.922.7665

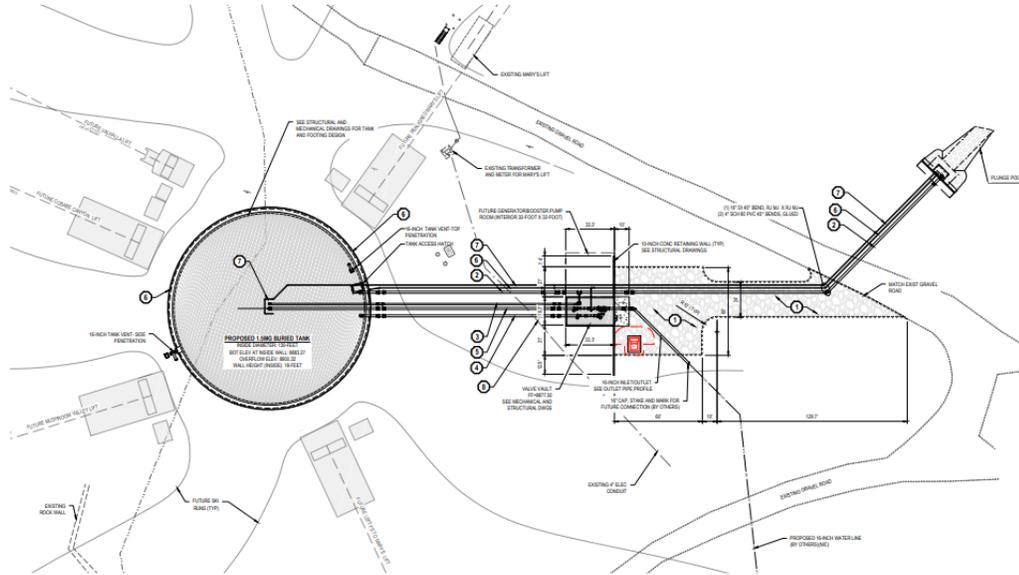
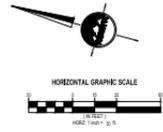
Exhibit B – Site Plan

Full Set of Engineered Plans on File with Weber County

BENCHMARK

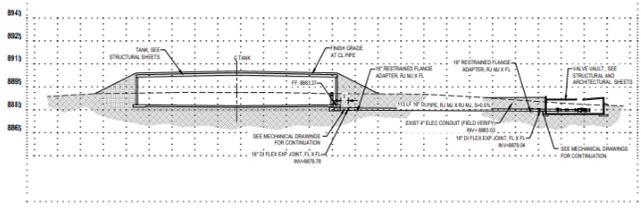
HIGHEST CORNER OF SECTION 14,
TOWNSHIP 63N, RANGE 10E, MERIDIAN
S&T 14-402-70

CALL BLUEPRINTS
ON ALL EXISTING RECORDS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION

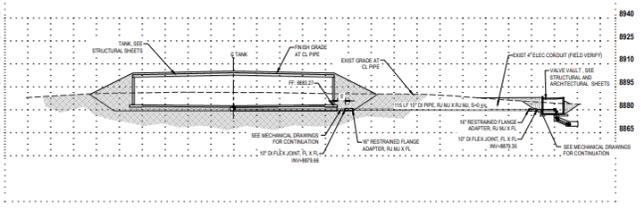


- GENERAL NOTES**
- ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
 - ALL IMPROVEMENTS MUST COMPLY WITH AASHTO STANDARDS AND RECOMMENDATIONS.
 - SEE LAYOUTS AND MECHANICAL PLANS FOR CONCRETE, MASONRY, WOOD, GROUND FINISH, AND SCOUR PROTECTING THROUGHOUT SITE.
 - ALL SURFACE IMPROVEMENTS OBTAINED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING PAVEMENT AND SUBGRADE, SOIL, TRUCKS SHALL BE STRUCTURED, AND THE REST OF THE SITE SHALL BE RESTORED TO ORIGINAL CONDITION.
 - NOTIFY AGENCIES OF ANY DISCONTINUED SERVICES OR CHANGES BEFORE PLACING CONCRETE OR ASPHALT.
 - THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNAL ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
- SCOPE OF WORK:**
- EXISTING RECORDS CONTRACT THE FOLLOWING FOR THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- CONCRETE REPAIRING SECTION FOR DETAIL 2 ON SHEET C-01.
 - 12\"/>
- NOTES:**
- SEE C-02 AND C-03 FOR PIPELINE PROFILES.
 - ALL BARRIERS SHALL HAVE "THROUGH" RESTRAINED JOINTS ON EQUAL, UNLESS SHOWN OTHERWISE.
 - ALL BUILT-UPS SHALL HAVE RESTRAINED JOINTS, "NEAR" JOINTS OF EQUAL.
 - TRUCK STOPPING AT BARRIERS PER DETAIL 10-01.

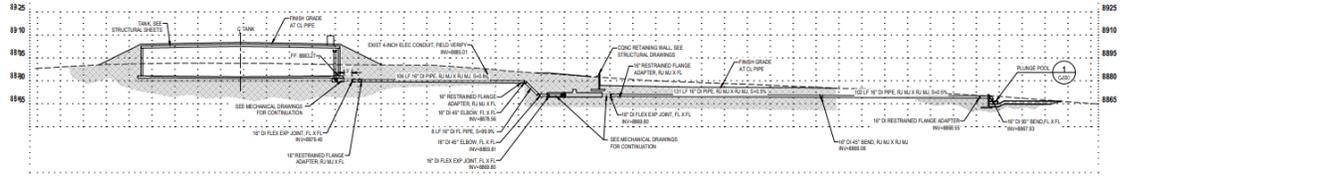
1 SITE PLAN SCALE: 1" = 30'



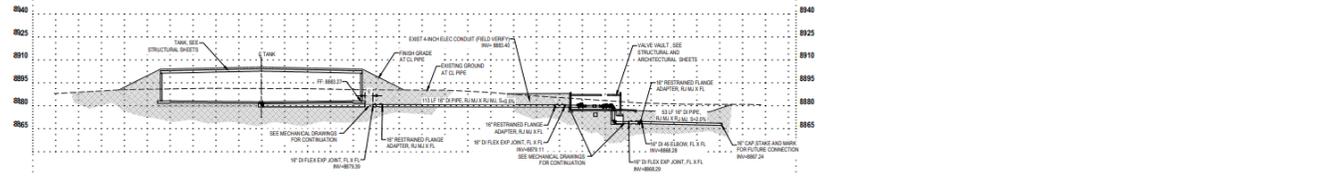
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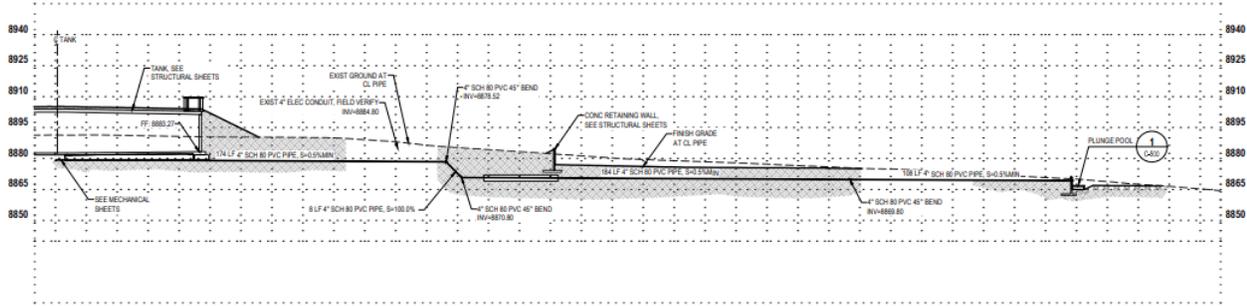


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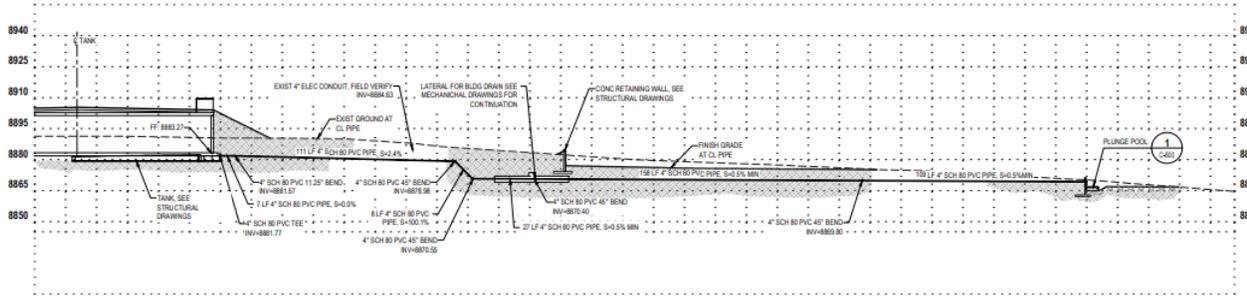


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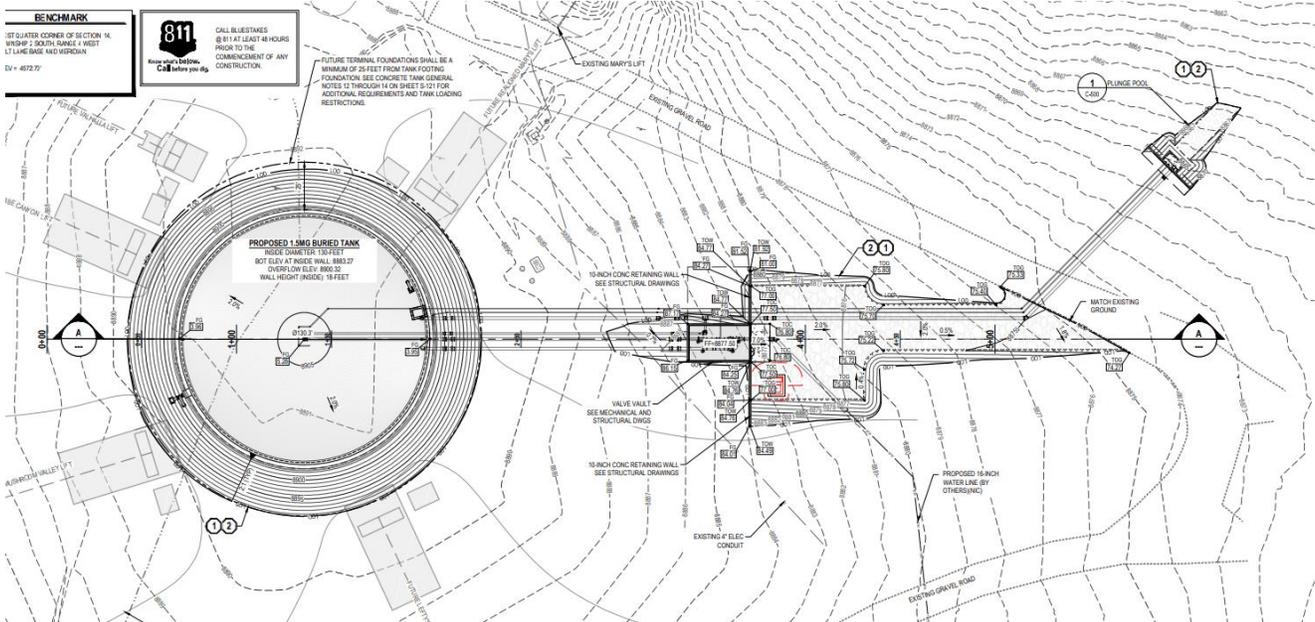




4" LEAK DETECTION PROFILE
SCALE: H: 1" = 30', V: 1" = 30'



4" FOUNDATION DRAIN PROFILE
SCALE: H: 1" = 30', V: 1" = 30'





Staff Report to the Weber County Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request:	File No. CUP2026-04: Request for approval of a conditional use permit for a sewer lift station (a public utility substation) to service Shelter Hill Subdivision, located at approximately 9202 E Shelter Hill Rd, Eden, UT, 84310.
Application Type:	Administrative
Application Date:	Tuesday, March 3, 2026
Applicant:	Summit Group/Powder Mountain Resort, Brooke Hontz Authorized Representative
Approximate Address:	9202 E Shelter Hill Rd, Eden, UT, 84310.
Project Area:	12,560 Square feet
Zoning:	DRR-1
Existing Land Use:	Vacant
Proposed Land Use:	Public Utility Substation
Parcel ID:	23-012-0034
Township, Range, Section:	Township 7 North, Range 2 East, Section 08 SE

Adjacent Land Use

North:	Residential	South:	Resort
East:	Resort	West:	Resort

Staff Information

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

Applicable Ordinances

- Weber County Land Use Code Title 104 Chapter 29 (DRR-1 Zone)
- Weber County Land Use Code Title 108 Chapter 4 (Conditional Uses)
- Weber County Land Use Code Title 108 Chapter 10 (Public Utility Substations)
- Weber County Land Use Code Title 108 Chapter 2 (Ogden Valley Architectural, Landscape, and Screening Standards)
- Weber County Land Use Code Title 108 Chapter 1 (Design Review)

Background and Summary

Applicant is requesting a conditional use permit for a sewer lift station for the Shelter Hill Subdivision. This proposed lift station will be owned, operated, and maintained by Powder Mountain Water and Sewer Improvement District. The lift station is considered a public utility substation.

The application is being processed as an administrative review due to the approval procedures in Uniform Land Use Code of Weber County, Utah (LUC) §108-4-3 (b)(2)(f)(g) which requires the planning commission to review and approve applications for conditional use permits and design reviews.

Analysis

General Plan: As a conditional use, this operation is allowed in the DRR-1 Zone. With the establishment of appropriate conditions as determined by the land use authority, this operation will not negatively impact any of the goals and policies of the General Plan and does not conflict with the recorded master development agreement (entry #2717835 dated 1/14/2015).

Zoning: The subject property is located within the DRR-1 zone. The purpose and intent of the DRR-1 zone are described in LUC 104-29-1:

The purpose of this chapter is to provide flexible development standards to resorts that are dedicated to preserving open space and creating extraordinary recreational resort experiences while promoting the goals and objectives of the Ogden Valley general plan.

The DRR-1 zone allows the proposed use, as a conditional use. The proposed site plan indicates that the lift station meets the minimum setbacks for a public utility substation in the DRR-1 zone (20' front, 10' rear, 5' side).

Under the LUC 108-10, there is not minimum lot area for public utility substations. The proposed improvements will be located on a parcel of approximately 400 acres. Proposed height of the structure will be 15'4".

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

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

(1) Standards relating to safety for persons and property. The proposal is not anticipated or expected to negatively impact this property, surrounding properties, or persons. The applicant plans to re-seed any areas disturbed by construction in order to maintain the native vegetation.

(2) Standards relating to infrastructure, amenities, and services: The proposal is not anticipated or expected to negatively impact any existing infrastructure, amenities, or services in the area. A 24' wide access easement, consisting of 12' of asphalt, is proposed with this application. This access road will extend from Shelter Hill Road, a private right-of-way within the Shelter Hill Subdivision.

(3) Standards relating to the environment. The proposal is not anticipated or expected to negatively impact the environment. As the footprint is proposed to have a minimal impact on the surrounding native vegetation. A 10" compacted road base will surround the immediate structure site.

(4) Standards relating to the current qualities and characteristics of the surrounding area and compliance with the intent of the general plan. The proposal is not anticipated to negatively impact the surrounding area, nor is it contrary to the recommendations of the general plan.

Design Review: The proposed conditional use mandates a design review as outlined in LUC §108-1 to ensure that the general design, layout and appearance of the building remains orderly and harmonious with the surrounding neighborhood. The matters for consideration are as follows:

Considerations relating to traffic safety and traffic congestion. The proposal includes a site plan that identifies an access to the pump house off of a proposed new road in phase two of Osprey Ranch Subdivision Phase 2. Neither traffic safety hazards nor traffic congestion are anticipated given the minimal site visitations to the substation.

Considerations relating to landscaping. The applicant is proposing road base immediately surrounding the proposed structure, with the rest of the site remaining as native landscaping. This proposed structure is not anticipated to be

Considerations relating to buildings and site layout. The applicant has indicated the lift station will be located in an enclosed structure consisting of CMU. Applicant is proposing both a natural gray colored CMU for the first 4' from finished grade, and a honey-colored CMU from 4' to the top of the structure. Proposed structure is approximately 15' in height from finished grade. "Exposed metal shall be painted, stained, or anodized in permitted colors and shall be non-reflective. Applicant is proposing galvanized steel gutter and downspouts. Plans showing non-reflective metal on the exterior of the proposed structure, prior to issuing the conditional use permit/land use permit.

Applicant shall provide more detail on colors and materials (fascia, roof, rolling door), which are compliant with the above requirements, when submitting for a building permit.

Review Agencies: Weber Fire District and Weber County Engineering have not yet reviewed this application, and a conditional use permit will not be issued until all required review agencies have their conditions met. All engineering of this proposal shall meet requirements/comply with Weber County's standards and specifications.

Staff Recommendation

Staff recommends approval of this conditional use application (CUP 2026-04) for a Sewer Lift Station and associated infrastructure, subject to the applicant meeting all review agency requirements and the following conditions:

1. Any outdoor lighting must meet the requirements of the Ogden Valley Outdoor Lighting Ordinance (108-16).
2. All architectural requirements shall be followed, and shown in the final engineered plans, prior to issuance of a building permit.

This recommendation is based on the following findings:

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

Exhibits

- A. Application and Narrative
- B. Building Elevations and Site Plan

Map 1



Exhibit A –Application and Narrative

Powder Mountain Lift Station -Conditional Use Permits

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

Address: 9202 E Shelter Hill Rd, Eden, UT, 84310
Maps: [Google Maps](#)
Project Type: Conditional Use Permits
Sub Type: Conditional Use Permits
Created By: [Craig Roth](#)
Created On: 2/10/2026

Project Status: Submitted
Status Date: 2/10/2026
File Number: CUP 2026-04
Project Manager: [Tammy Aydelotte](#)

[Application](#)[Documents 5](#)[Comments 2](#)[Reviews 0](#)[Followers 11](#)[History](#)[Reminder 0](#)[Payments 1](#)[Internal 0](#)

Application

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

Project Description

Requesting a Building Permit for a structure to house industrial equipment (Sewer Lift Station) for the pressurized sewer system within the previously approved Shelter Hill subdivision. The project includes two subterranean pump vault and an above grade building housing electronic controls and a large generator. Cost of construction for the associated civil work, lift station structure and its underground appurtenances is currently estimated at \$980,000, not including FF and E.

Property Address 9202 E Shelter Hill Rd
Eden, UT, 84310

Property Owner Brooke Hontz
435 640 - 1941

bhontz@powder.org

Representative Craig Roth
208-830 - 0808

croth@powder.org

Accessory Dwelling Unit	False
Current Zoning	DRR-1
Subdivision Name	Shelter Hill
Number of new lots being created	0
Lot Number	n/a
Lot Size	n/a
Frontage	n/a
Culinary Water Authority	Powder Mountain Water and Sewer District
Secondary Water Provider	Wolf Creek Irrigation Company
Sanitary Sewer Authority	Powder Mountain Water and Sewer Improvement District
Nearest Hydrant Address	9202 E Shelter Hill Rd
Signed By	Representative, Craig Roth

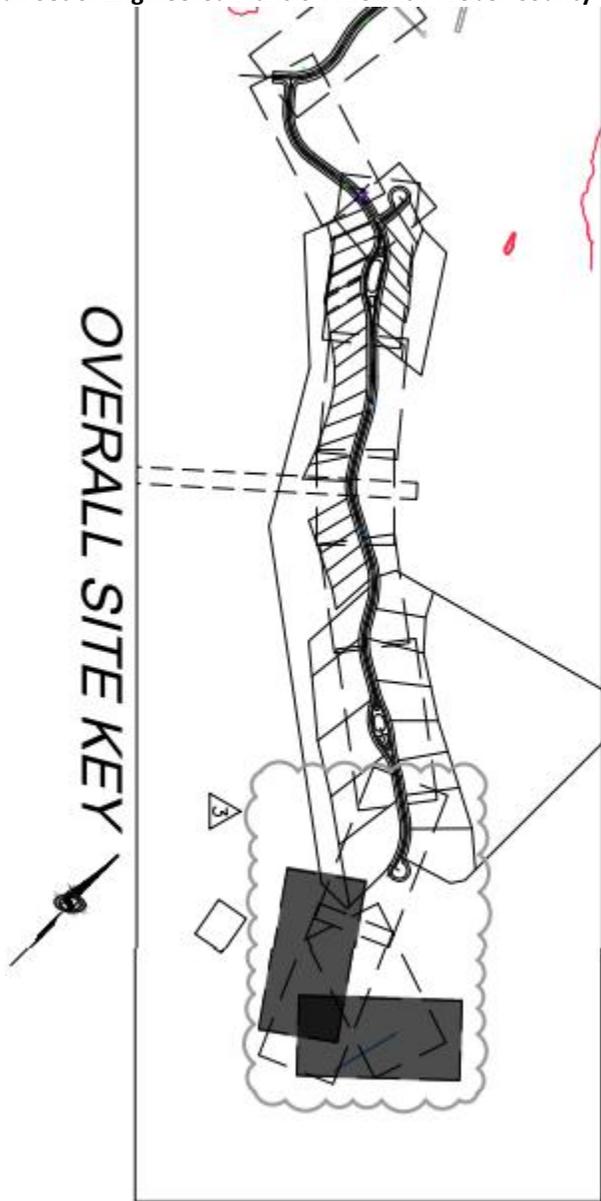
Parcel Number

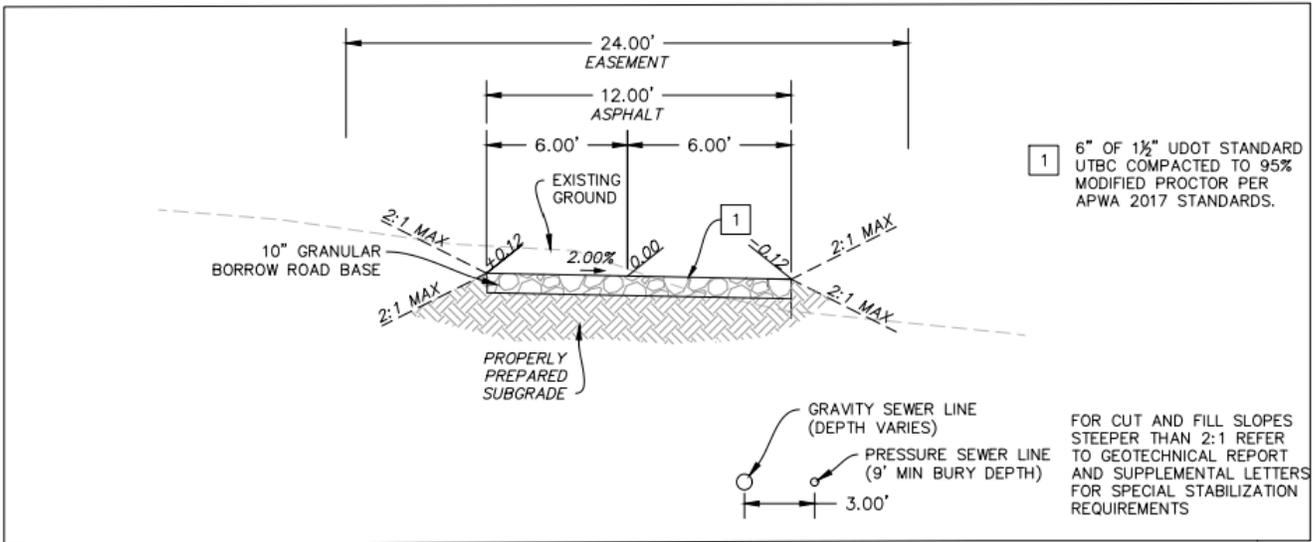
[✕ Remove](#) 230120034

Requesting a Building Permit for a structure to house industrial equipment (Sewer Lift Station) for the pressurized sewer system within the previously approved Shelter Hill subdivision. The project includes two subterranean pump vault and an above grade building housing electronic controls and a large generator. Cost of construction for the associated civil work, lift station structure and its underground appurtenances is currently estimated at \$980,000, not including FF and E.

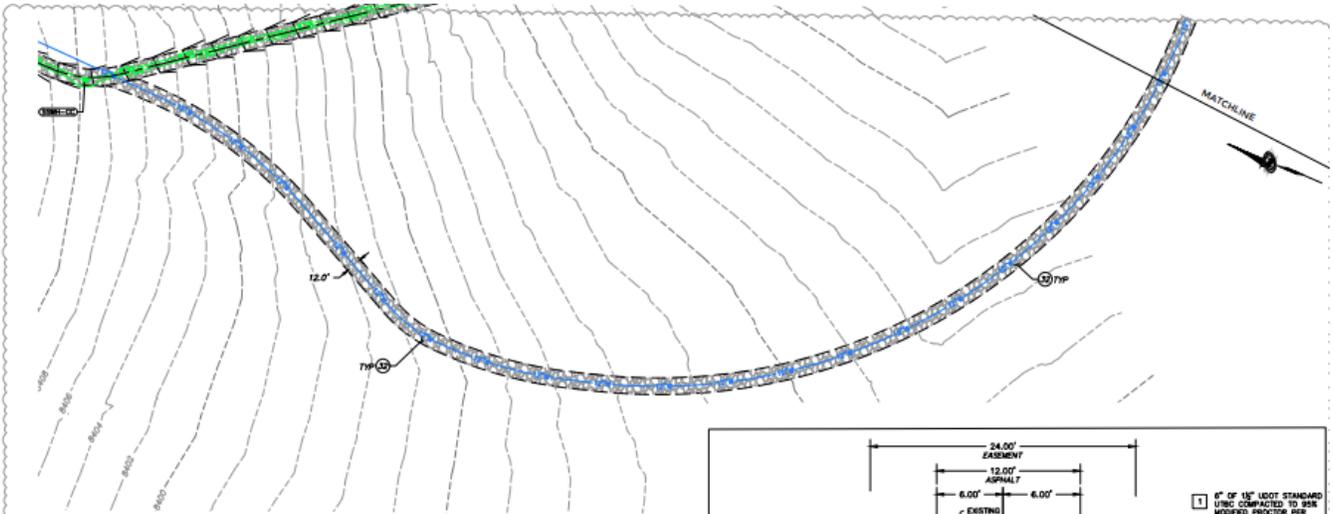
Exhibit B – Building Elevations and Site Plan

Full Set of Engineered Plans on File with Weber County

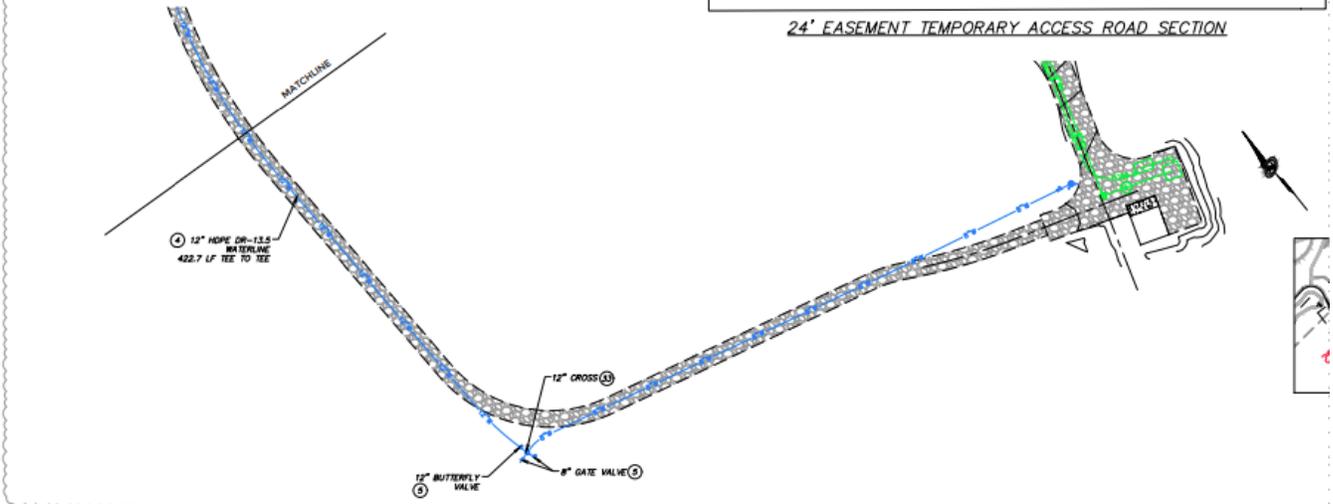




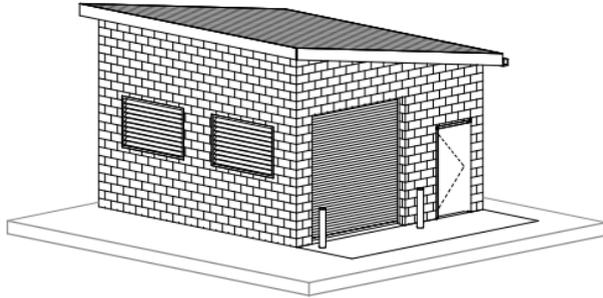
24' EASEMENT TEMPORARY ACCESS ROAD SECTION



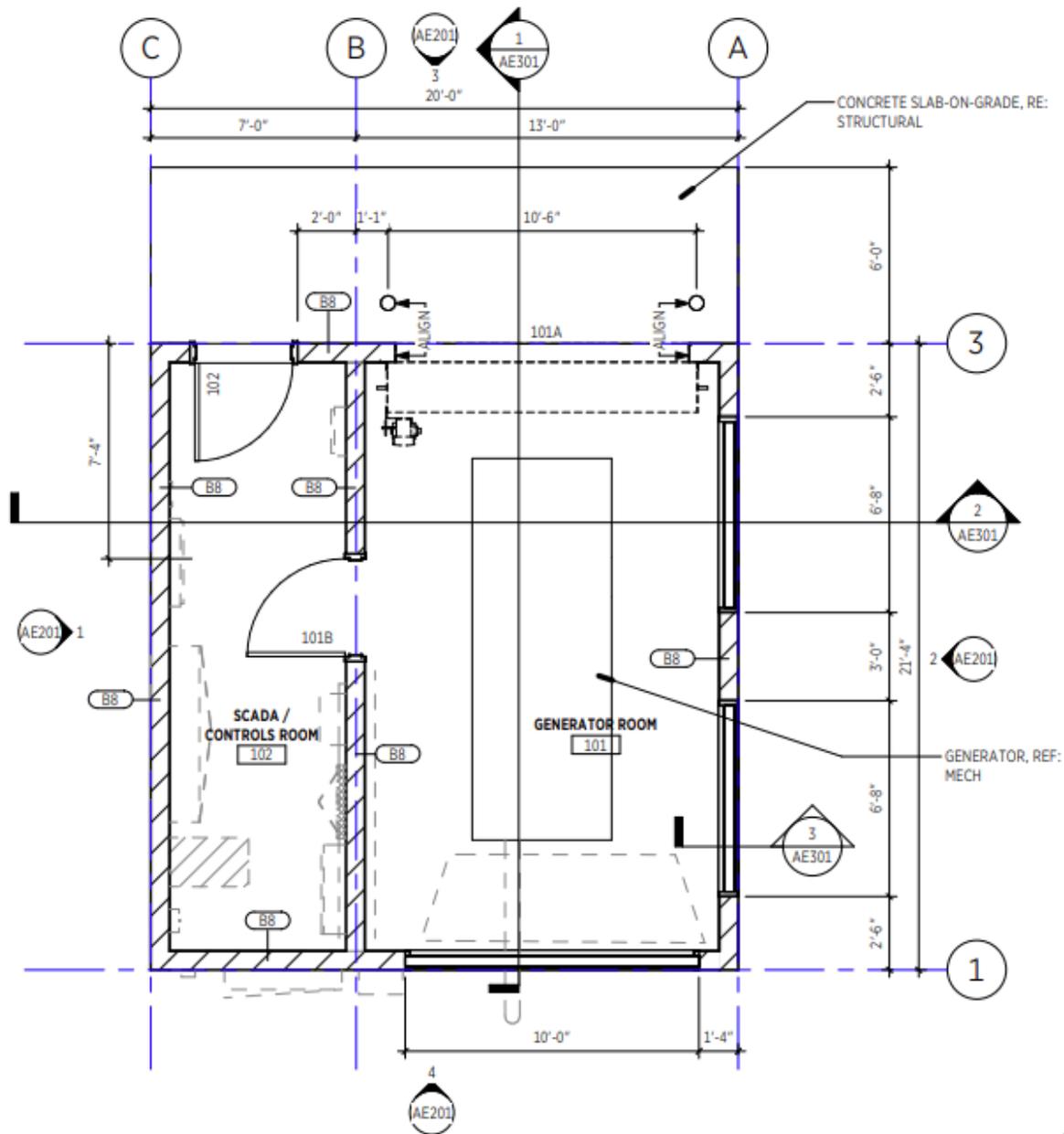
24' EASEMENT TEMPORARY ACCESS ROAD SECTION



POWDER MOUNTAIN LIFT STATION CONSTRUCTION DOCUMENTS

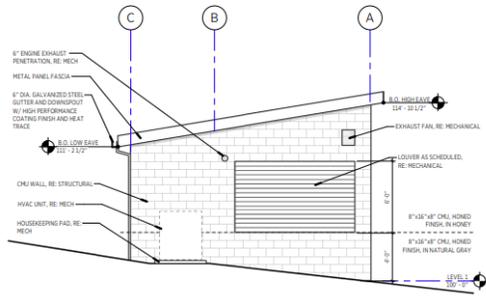


DRAWING INDEX	
SHEET NUMBER	SHEET NAME
GENERAL	
0000	DRAWING INDEX
ARCHITECTURAL	
0001	GENERAL NOTES
0002	DOOR & WALL TYPES, REFLECTED CEILING, EOOD, AND FINISH PLANS
0003	EXTERIOR ELEVATIONS, WALL SECTION, EXTERIOR DETAILS
0004	EXTERIOR SECTION, WALL SECTION, DOOR DETAILS
0005	SECTION DETAILS
ARCHITECTURAL 4	
STRUCTURAL	
0006	GENERAL STRUCTURAL NOTES
0007	GENERAL STRUCTURAL NOTES
0008	SECTION AND FOUNDATION NOTES
0009	STRUCTURAL PLANS
0010	FOUNDING & FOUNDATION DETAILS
0011	CONCRETE SCHEDULES
0012	STEEL DRIVING SCHEDULES
0013	REINFORCEMENT SCHEDULES
0014	FRAMING DETAILS
0015	STEEL BEAM SCHEDULES
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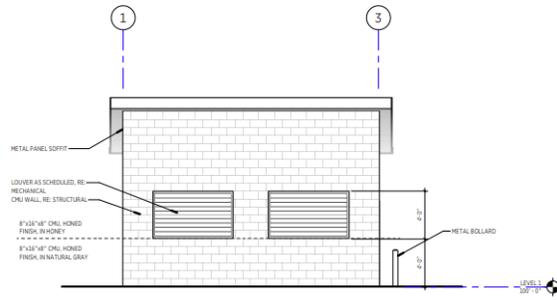


1 FLOOR & WALL TYPES PLAN
 AE101 1/4" = 1'-0"

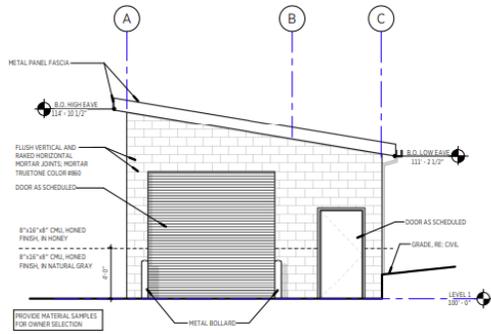




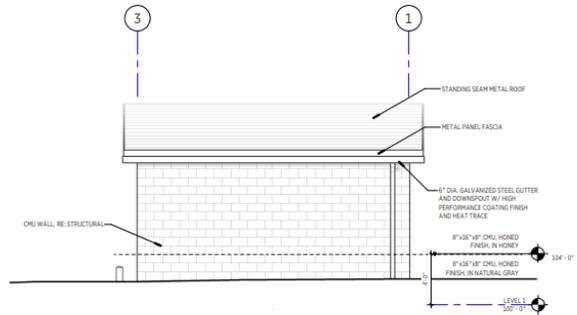
WEST ELEVATION
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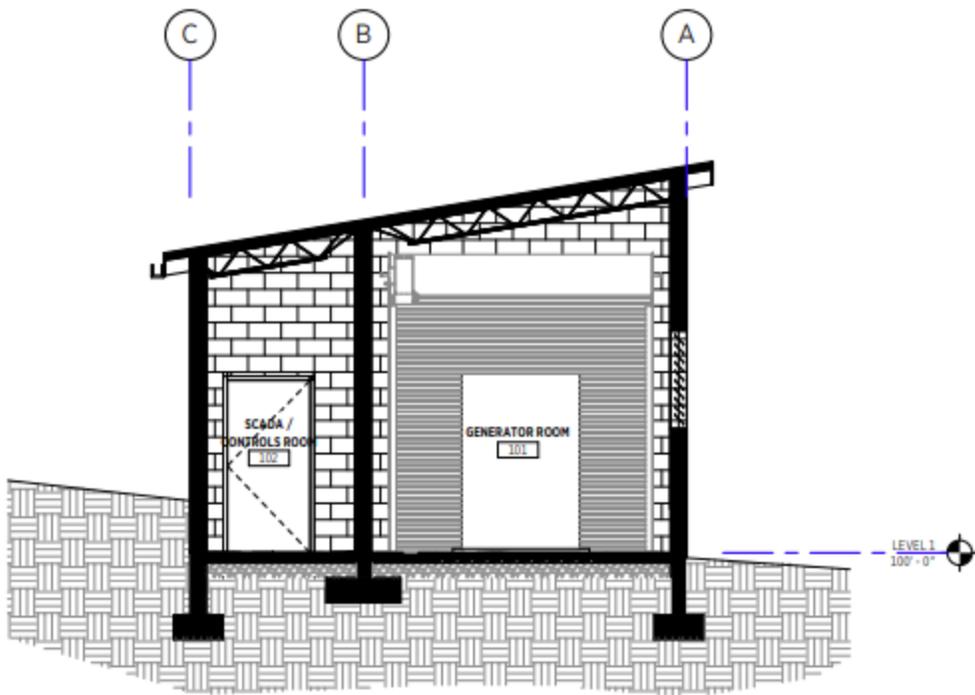
SOUTH ELEVATION
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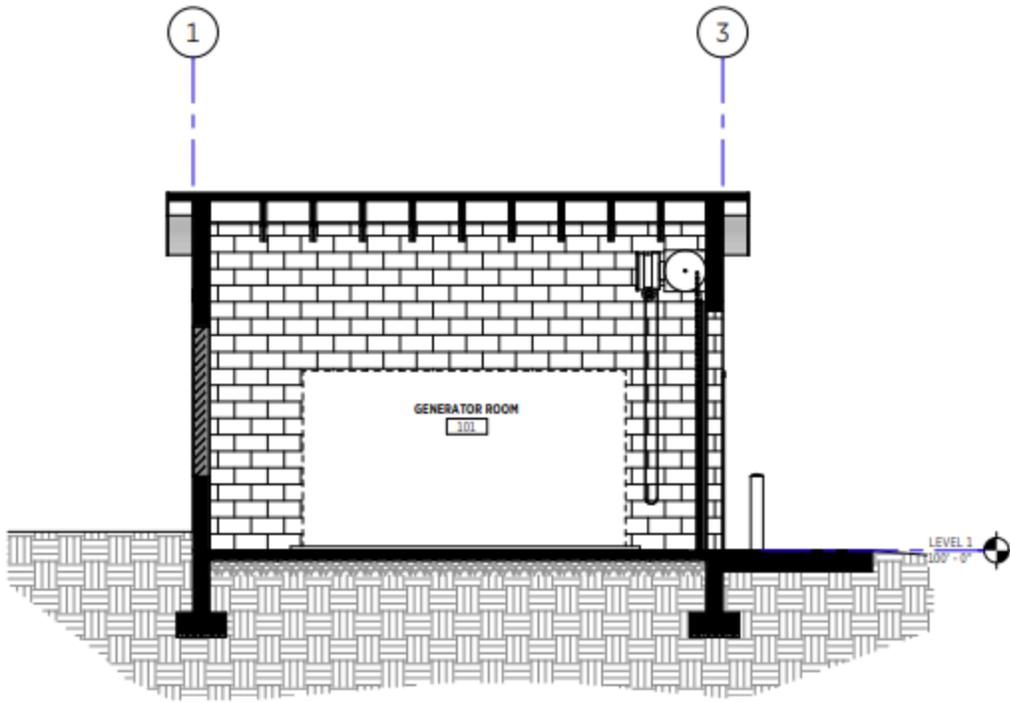
3 EAST ELEVATION
1/4" = 1'-0"



1 NORTH ELEVATION
1/4" = 1'-0"



2 NORTH / SOUTH BUILDING SECTION
1/4" = 1'-0"



1 EAST / WEST BUILDING SECTION
AE301 1/4" = 1'-0"



Staff Report to the Weber County Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File #ZMA2026-02, an application to rezone approximately 14 acres of land located at approximately 3300 West 2550 South, from the A-1 zone to the R1-15 zone.
Agenda Date: March 3, 2026
Applicant: Scott Wynn, Windruff Construction Company
File Number: ZMA2026-02
Frontier Project Link: <https://frontier.co.weber.ut.us/p/Project/Index/24513>

Property Information

Approximate Address: 3300 West 2550 South, Unincorporated West Weber
Current Zone(s): A-1 Zone
Proposed Zone(s): R1-15 Zone

Adjacent Land Use

North: Vacant Land	South: Agricultural/Residential
East: Vacant Land	West: Agricultural/Residential

Staff Information

Report Presenter: Felix Lleverino
filleverino@webercountyutah.gov
801-399-8767
Report Reviewer: RG

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, the criteria for recommendations in a legislative matter require a review for compatibility with the general plan and existing ordinances.

Summary and Background

This is an application for a rezone from the A-1 Zone to the R1-15 Zone. The planning commission informally reviewed this request and the associated concept development plan in a work session at the beginning of the February 2026 planning commission meeting. At the time, the planning commission and staff offered the applicant feedback and recommended adjustments for the proposal. A complete staff review of the proposal was conducted a few days later in which staff offered the applicant formal written comments and recommendations that might help garner a favorable recommendation from the planning commission for the rezone.

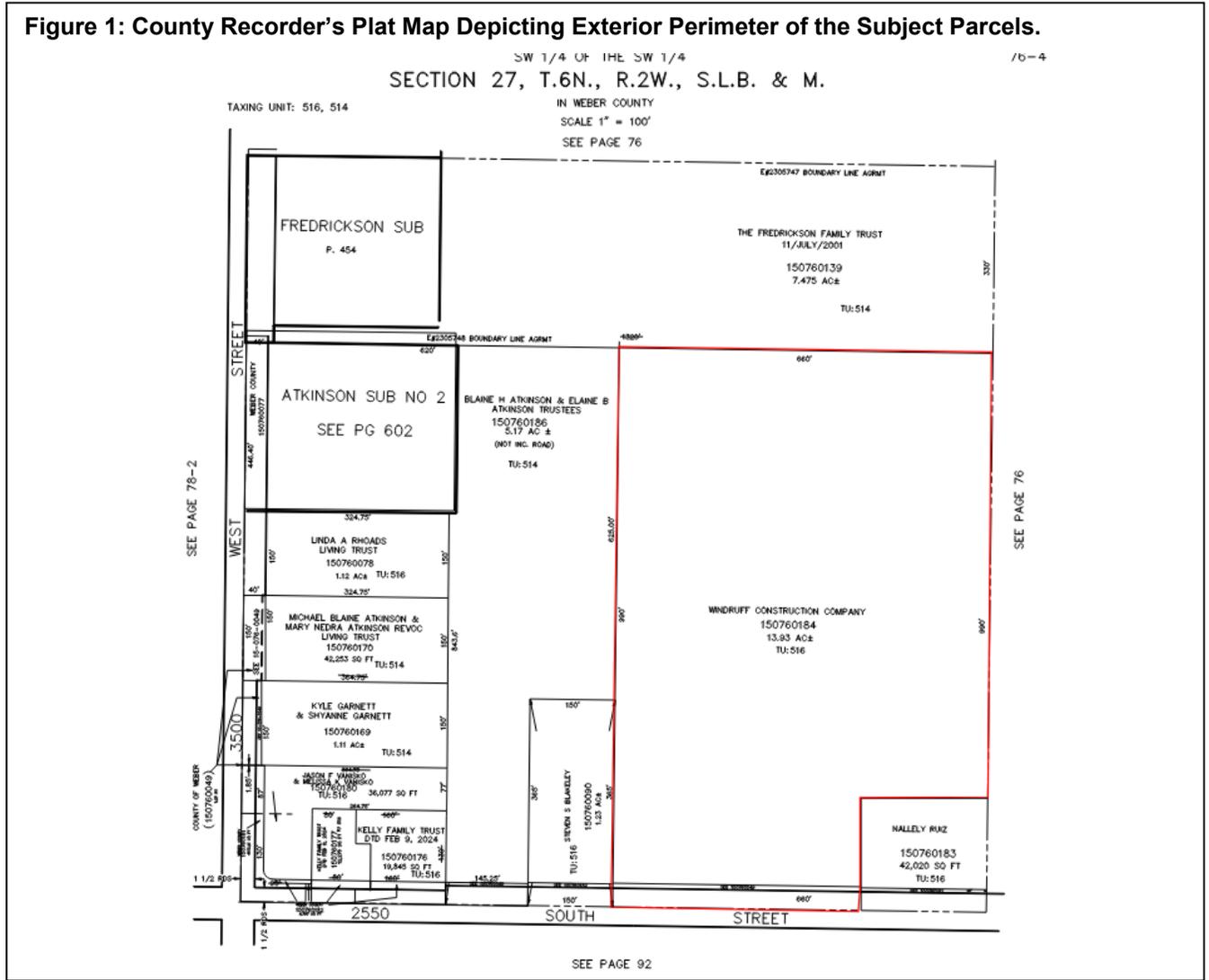
The applicant has been attentive in resolving concerns expressed by the planning commission and staff regarding the proposal. The attached revised concept plan substantially addresses review comments and recommendations. With a few minor adjustments and reconsiderations, the staff feels the concept plan is ready for a final decision.

This property is located in close proximity to the planned multi-family and mixed commercial area, as depicted on the future land use map of Weber County. Staff has provided findings that could be useful to support the Planning Commission's motion to rezone this property to single-family residential.

This property is within the West Haven City Annexation plan that would remain large lot agricultural zoning with the surrounding four corners of the intersection to be zoned commercial. The West Haven plan also shows a pathway on the west edge of the property directly to the east. The Weber county planning staff sent out a personal notice of this project to the West Haven City Economic Development Department on February 12, 2026. The county planning staff confirmed, by phone, that the city planning received the notice, and does not see any red flags with this proposal. The city staff is aware that they are welcome to attend the March 3, 2026 planning commission public hearing.

Policy Analysis

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.

Zoning Analysis

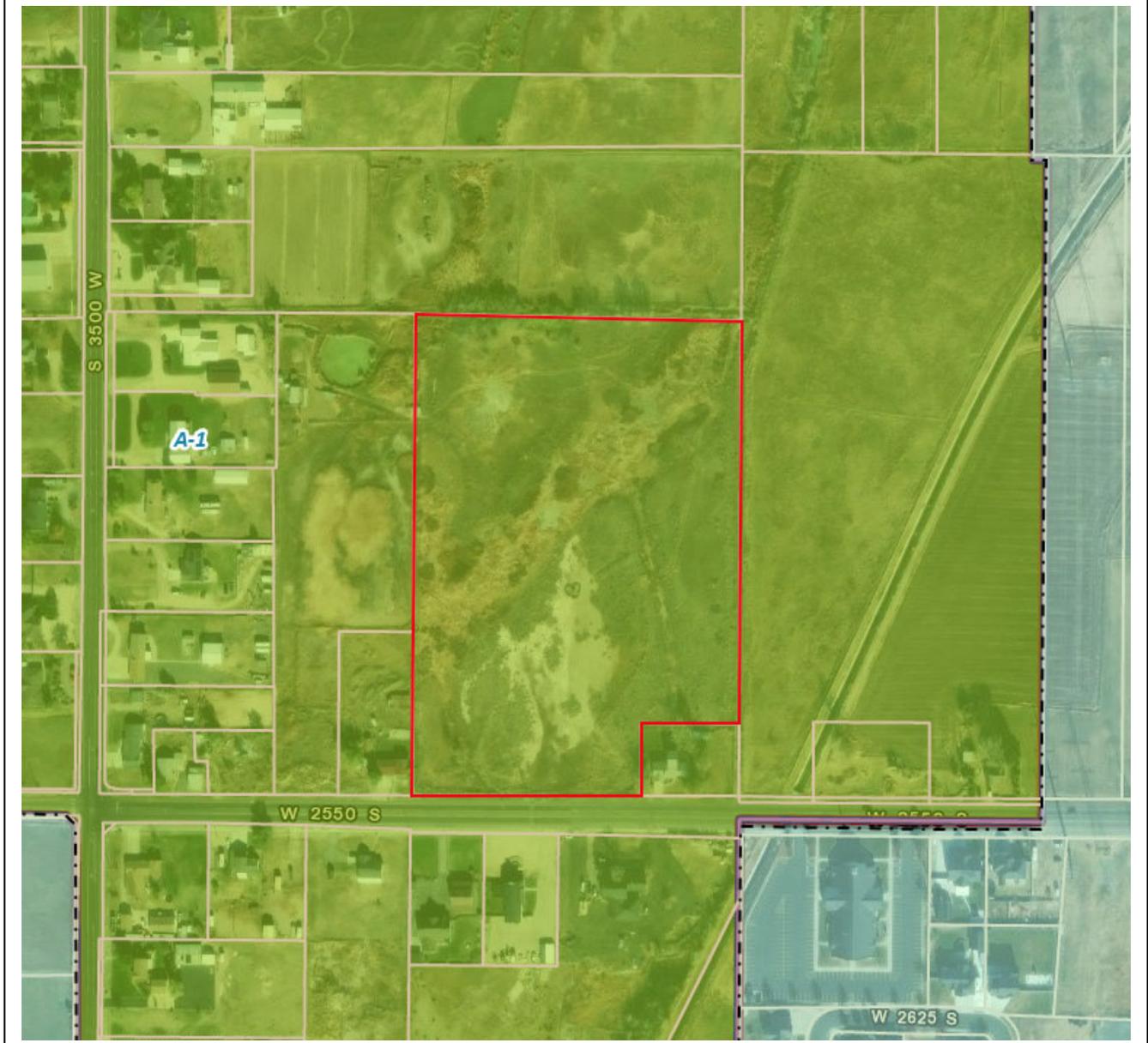
The current zone of the subject property is A-1. **Figure 2**¹ displays the current zoning for the area of the subject property. It also shows the configuration of the property within the larger context of the West Weber area. The purpose and intent of the A-1 zone is:

1. *The AV-3 Zone and A-1 Zone are both an agricultural zone and a low-density rural residential zone. The purpose of the AV-3 Zone and A-1 Zone is to:*

¹ See also Exhibit B.

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.

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



The proposed zone for the subject property is the R1-15 Zone. The purpose of the R1-15 Zone is:

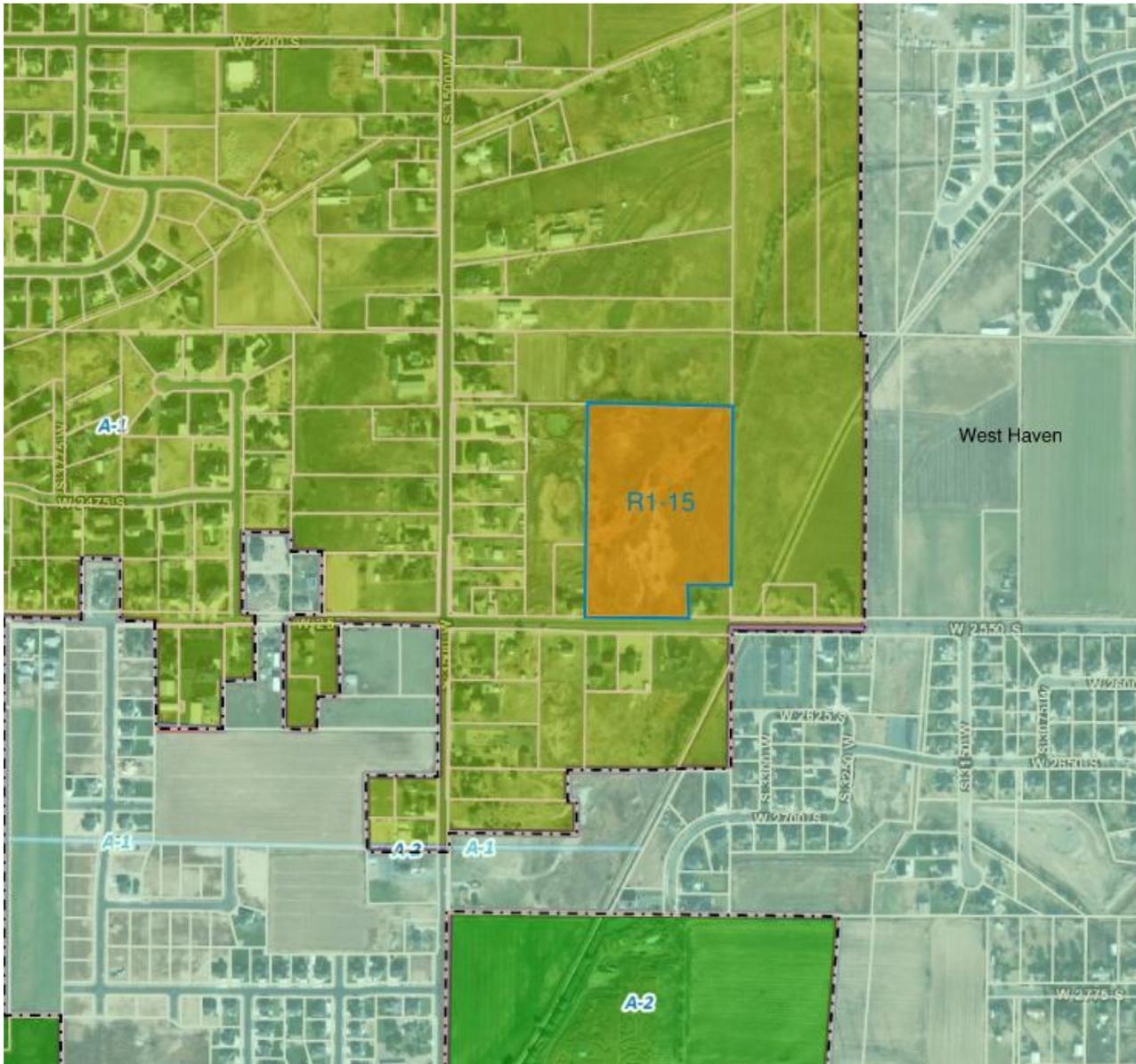
“... to provide regulated areas for Single-Family Dwelling uses at three different low-density levels. The R1 zone includes the R1-15, R1-12, and R1-10 zones. [...]”²

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

² Weber County Code Section 104-12-1.

³ 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 of the Weber County General Plan in addition to the creation of useful public infrastructure for improved community interactions. Typically, compliance with street connectivity incentives is voluntary. When applied to the project through a rezoning development agreement, the county can obligate the developer to comply, and from there on the standards are compulsory.

Connectivity incentivized development allows the developer to maintain a consistent number of lots based on the total of 14 acres, which would entitle the applicant to 40 dwelling units, while still placing streets, pathways, and open spaces where they can be most optimal, given the specific site and surrounding area characteristics. The developer would be

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 requested by staff, but the planning commission should be able to find that these changes can 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 4** 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. Alternatively, the applicant is encouraged to find and propose other satisfactory solutions.

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



106-2-1.020 Street Connectivity and Circulation
 (c) (1) A street block shall have a length no greater than 800 feet
 (d) (1) (a) maximum distance between pathway intersections is 400 feet.

The plan calls for a Future Minor Collector (100") with a ten-foot pathway here.

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 development plan should be compared to the community character vision. This is the vision to which all other visions and goals within the plan are oriented, 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."⁴

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 for the public the 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.

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 is further provided in this report.

⁴ Western Weber General Plan (p. 21)

The following nine bullet points list 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 are similar to the basic smart growth principles aforementioned, but are designed to provide optimal community benefits.

- *Provision for a wide variety of housing options.*
 - While this proposal is anticipated to be exclusively single-family residential, with a focus on patio home models. The flexible lot standards of the R1-15 zone and connectivity incentivized subdivision will help the developer add to the variety of lot sizes within the county as a whole. Smaller lots will be more affordable than the larger lots, which in turn will allow the developer to market to prospective single-family homeowners who are at different stages of life.
- *Use of lot-averaging to create smaller lots/housing that responds to the needed moderate-income housing.*
 - The applicant has not proposed any moderate-income housing for the development. It should be noted that the variety of lot sizes will result in smaller lots, as small as 8,100 square feet. This will help provide the market with a larger supply of smaller lots, which in turn will help curb the inflationary housing costs the area has been experiencing. If the planning commission desires the developer to specifically provide deed-restricted moderate-income housing within the development, the requirement can be inserted into the proposed development agreement.
- *Strong trail network with excellent trail connectivity that prioritizes bicycling and pedestrians over vehicles.*
 - The concept plan has strong pathway and sidewalk connectivity throughout, especially if staff's additional suggestions are provided. In a number of instances, pathways will run between lots instead of adjacent to streets, giving users a greater sense of safety away from vehicle traffic.
- *Strong street connectivity and neighborhood connections that avoid the use of cul-de-sacs or dead ends.*
 - As can be reviewed on the concept plan, the applicant has done well to not use cul-de-sacs and permanent dead-end streets.
- *Large and meaningful open space areas with improved parks, recreation, etc.*
 - Public streets and pathways are integral for vibrant communities that have multiple transportation options to access commercial, recreational, residential, and employment areas. That pathway and street segments that align with the general plan will eventually interlink, and growth in the surrounding area will meet up with this proposal.
 - In addition to the public thoroughfares, the developer will contribute to the Taylor West Weber Park District. The park district has expressed their support for this proposal. As a rule of thumb, the general plan suggests that the county follow the best practice standard of providing approximately 10 acres of open public parkland for every 1,000 residents.
 - The West Haven City map includes a future pathway alignment along the west edge of the neighboring property to the east. This alignment was selected as a canal pathway. The planning commission may consider this connector satisfied by the Scott Wynn development plan that includes a ten-foot street-adjacent pathway on the east side of the through street.
- *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 will 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 buildings be built to an efficiency rating that is compliant with one climate zone greater than currently prescribed for the area.
- *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 and the Weber River Parkway and linear park dedication accomplish this principle.
 - One additional item for the planning commission to consider on this point: When a limited-access collector or arterial street serves a single-family residential area, these types of streets are likely to be lined with rear and/or side yards. As a result, they can trend toward a less attractive aesthetic.

The general plan suggests landscaping, fencing, and street art be located along limited-access collector and arterial streets to enhance a greater sense of community character and aesthetic. The county does not currently have the organizational or financial structure 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.

(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.

It would be challenging to argue that the proposal matches the character of existing development in the area. However, "compatibility" and matching are not necessarily the same thing. There are currently a number of large lot residential properties in the surrounding area and along 3500 West and 2550 South Street. Residential uses are traditionally compatible with other residential uses.

The general plan identifies that heavy 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 that 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 is 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 is likely to significantly change the immediate area. Existing streets will need to be upgraded, and new streets 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 those 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.

From an intrinsic perspective, current neighbors who have grown accustomed to the quiet rural nature of the immediate area may find the increase in development intensity unpleasant and contrary to the current reasons they reside in the area. Even though residents in the area do not own a property right that ensures their neighbor's property will not change, they may find dismay in the perception that changes beyond their control could upend their desired future for the area. This could lead to their eventual self-determined displacement from the neighborhood.

(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.

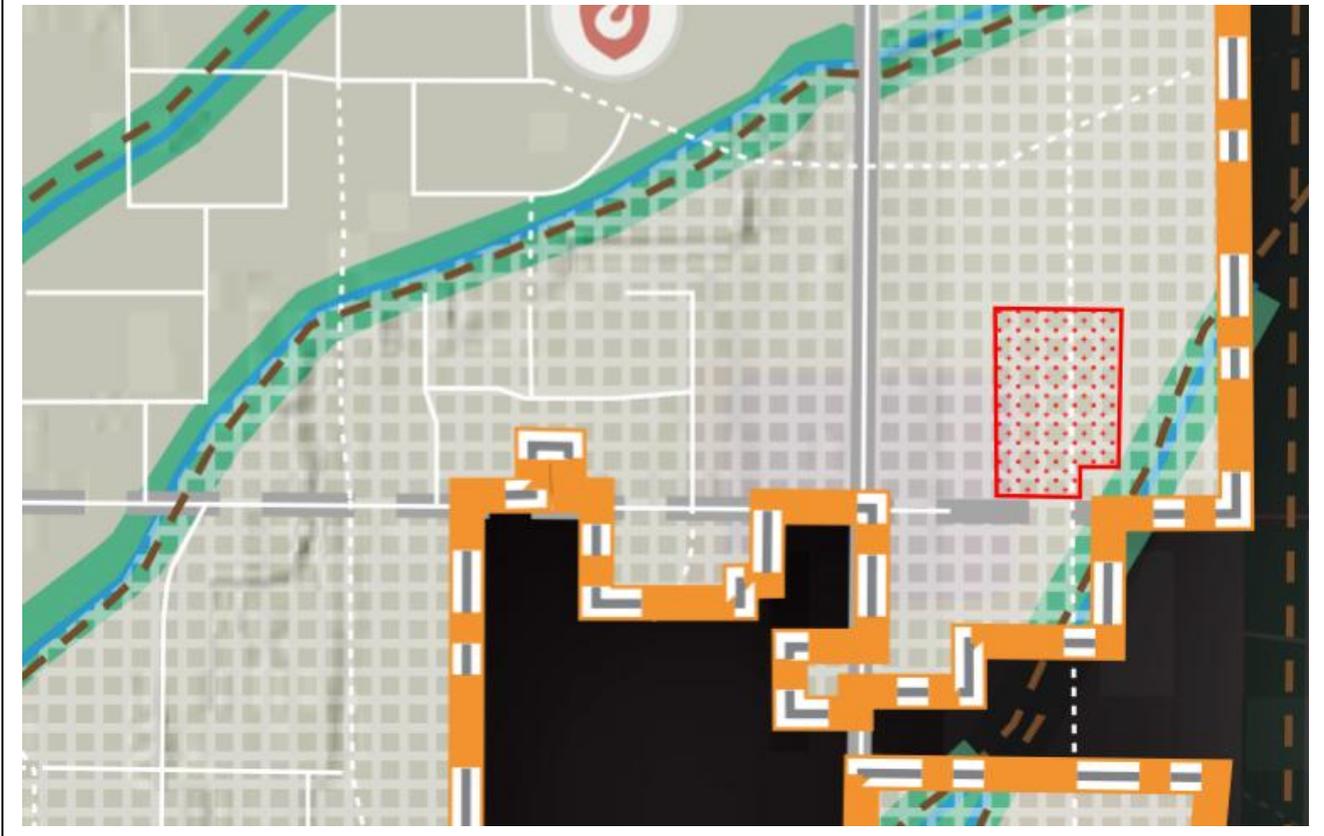
The County's currently adopted development regulations are designed to specifically require the developer to address their impact on local levels of service. As aforementioned, the applicant will be responsible for mitigating any material degradation of levels of service.

Roadways/Traffic.

Figure 5 shows the planned streets for the area, pursuant to the general plan. As it relates to the subject property and the surrounding area, the plan recommends securing 2550 as a future minor collector street. Other streets planned for the area, represented by thin dashed white lines, are intended to, in part, represent important smaller

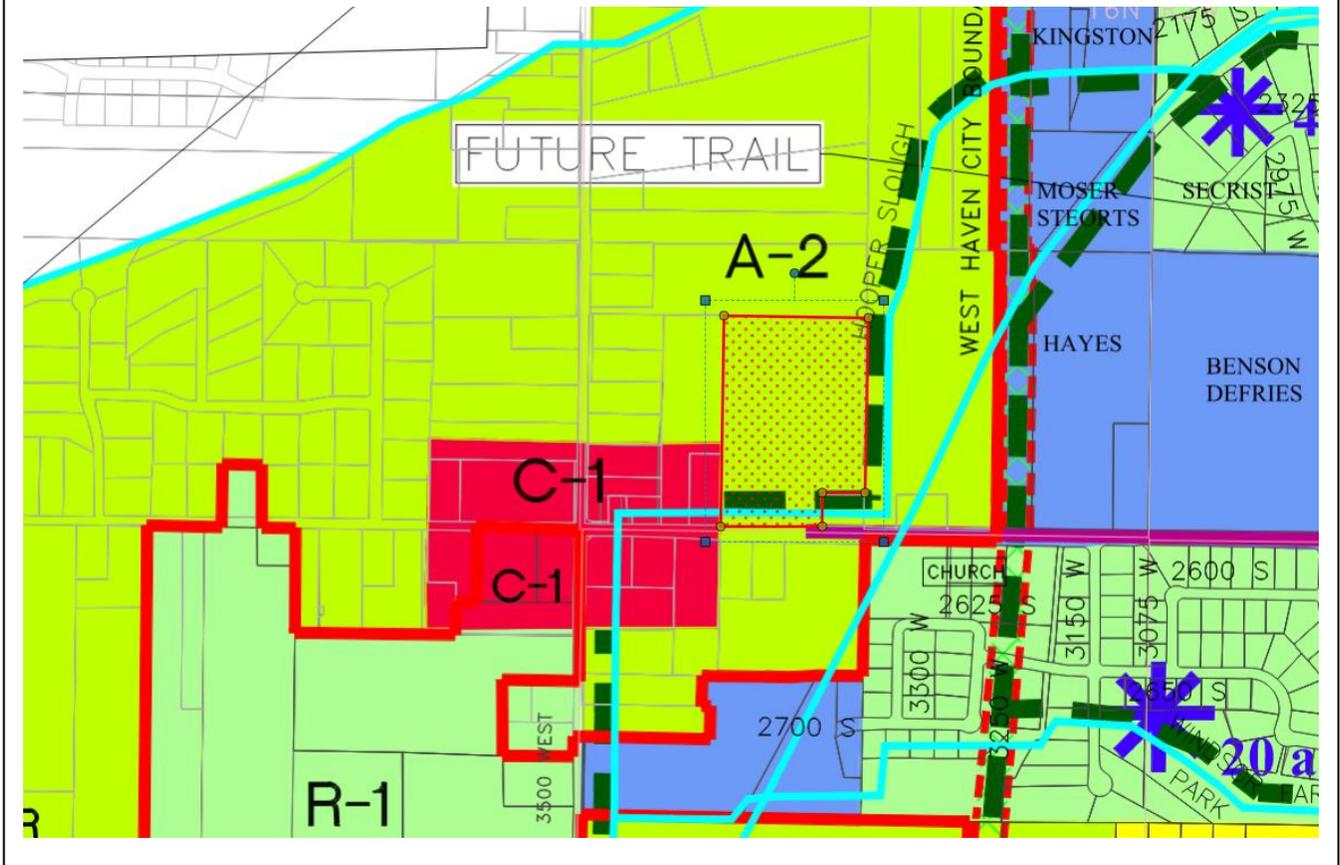
section line and quarter section line streets to serve residential neighborhoods. The specific configuration of these dashed lines within the subject property's boundary is generally inconsequential. They follow the street alignment previously proposed (and now expired) by a past development approval on the property. As long as residential street connections are being made in a manner that meets expected connectivity standards, the applicant should be given the latitude to arrange the streets as may be desirable for their development.

Figure 5: Planned Streets – Western Weber General Plan



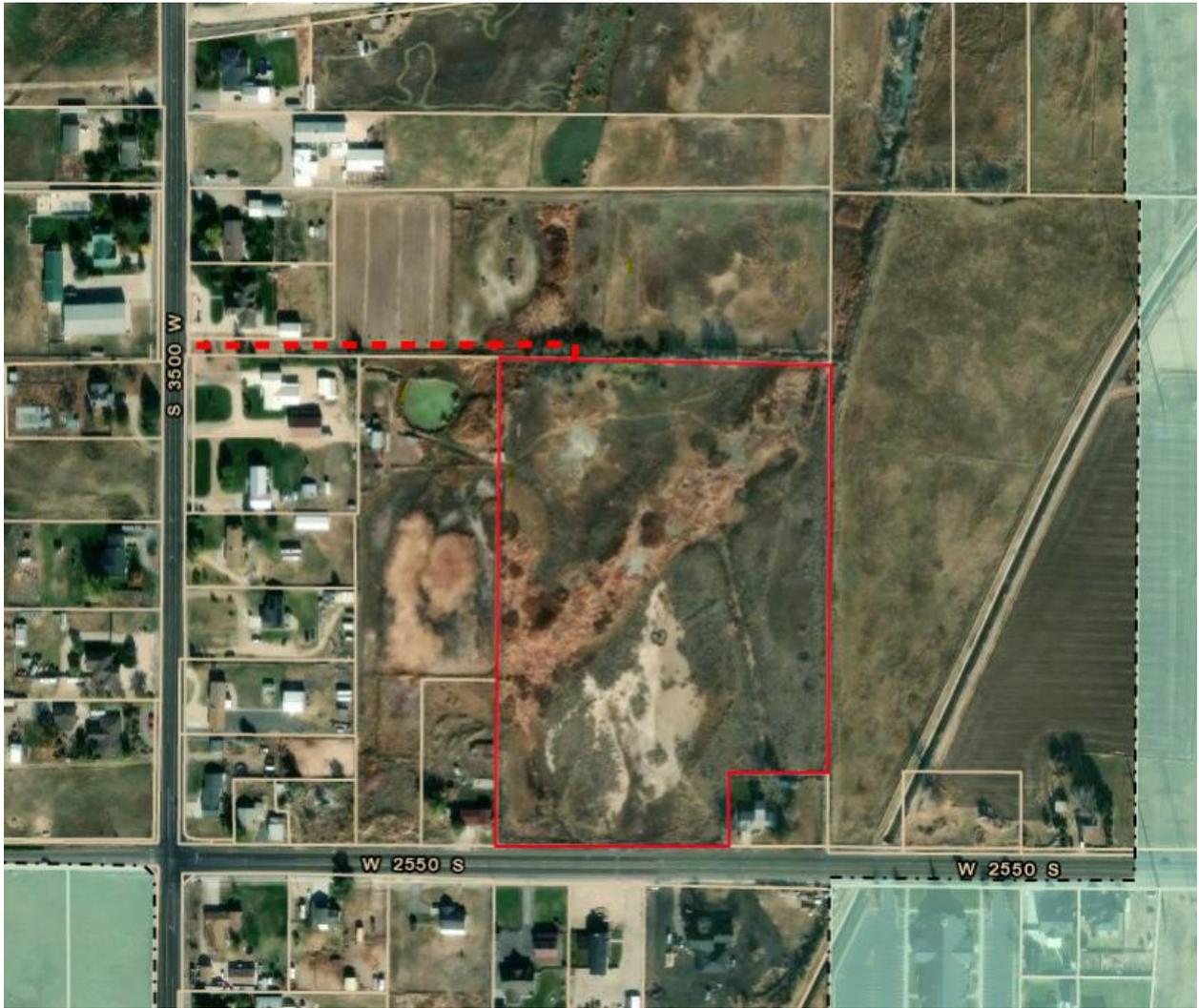
One important consideration observed by staff is that the property is within the West Haven City Annexation area. The West Haven Plan shows A-2 zoning for this property while the neighboring land is planned for commercial, shown in **Figure 6**.

Figure 6: Concept Plan Alternative (West Haven City Plan 2023)



This development plan is made with one access point. The developer will need to create a second egress at the time when no more than 30 lots are seeking preliminary approval at the subdivision stage. The applicant is proposing to design and construct a utility and emergency egress route if the Fredericksons, the land owner to the north, is open for negotiation. County staff agrees that a connection to 3500 West Street at that location is the first preference due to sewer access and the block length, shown in **Figure 7**.

Figure 7 Utility and Emergency Egress



The code requires an emergency egress to be constructed of a 20-foot-wide all-weather surface capable of supporting a 75,000 lb. fire apparatus. It also requires this egress to be located within a minimum 24-foot easement specifically for the egress.

This challenge notwithstanding, using the applicant's proposed resolution and some carefully considered conditions, it's possible for the development agreement to be crafted in a manner that gives the county adequate egress assurances, and still provides a path forward for the developer's entire project.

To start, the staff recommends that only up to 30 lots are allowed to be platted until the following have occurred:

1. The proposed emergency egress is fully constructed to the minimum 20-foot surface width;
2. A 10-percent warranty guarantee bond is provided to the county to assure performance for at least one year;
3. The egress is fully operational and accessible for emergency egress use by any member of the public; and
4. No lawsuits are filed prior to platting more than 30 lots.

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 single-family residential development.

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 Taylor West Weber 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. The letter, attached within Exhibit A, provides a general list of infrastructure improvements that will be needed and conditions and requirements that will be expected of the developer in order to gain access to this service. One important expectation of the district is for the property to be served with secondary water by Hooper Irrigation Company or another similarly qualified irrigation company.

Wastewater

The project is proposed to be served by sewer that will be collected by Central Weber Sewer Improvement District. The project is located near the gravity line in the 3500 West Street right-of-way, as illustrated in the county's sewer master plan, as illustrated in **Figure 8**.

Figure 8: West Weber Sewer Master Plan

- Existing Gravity Service Lines
- Existing Gravity Trunk Lines
- Existing Pressure Service Lines
- Existing West Haven Lines



Refuse Collection

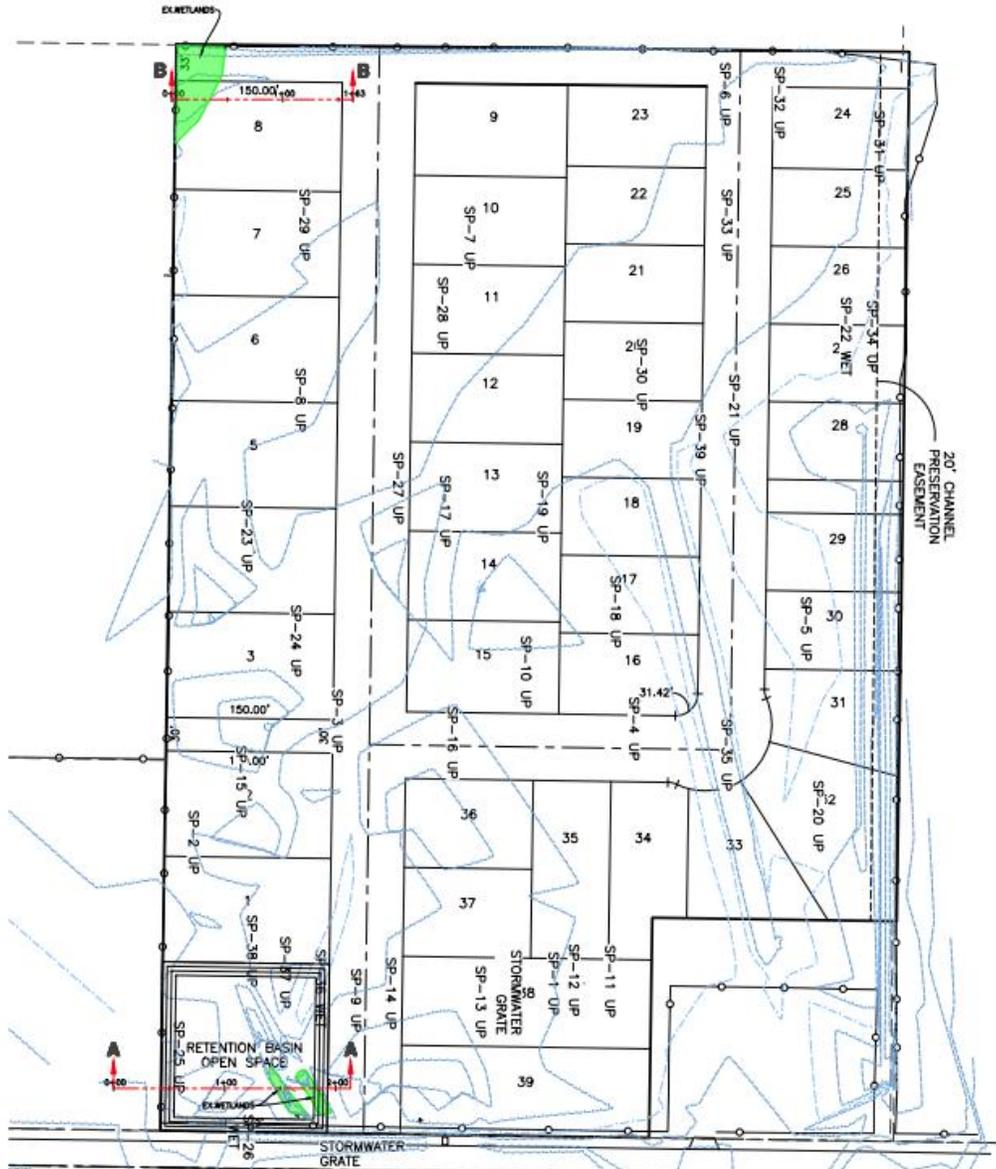
It is expected that this development will be served by the county's typical contracted garbage collection service. If different, this can be better fleshed out during subdivision review.

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

This property is in the flood zone x and determined to be within a moderate to low risk for flood damage.

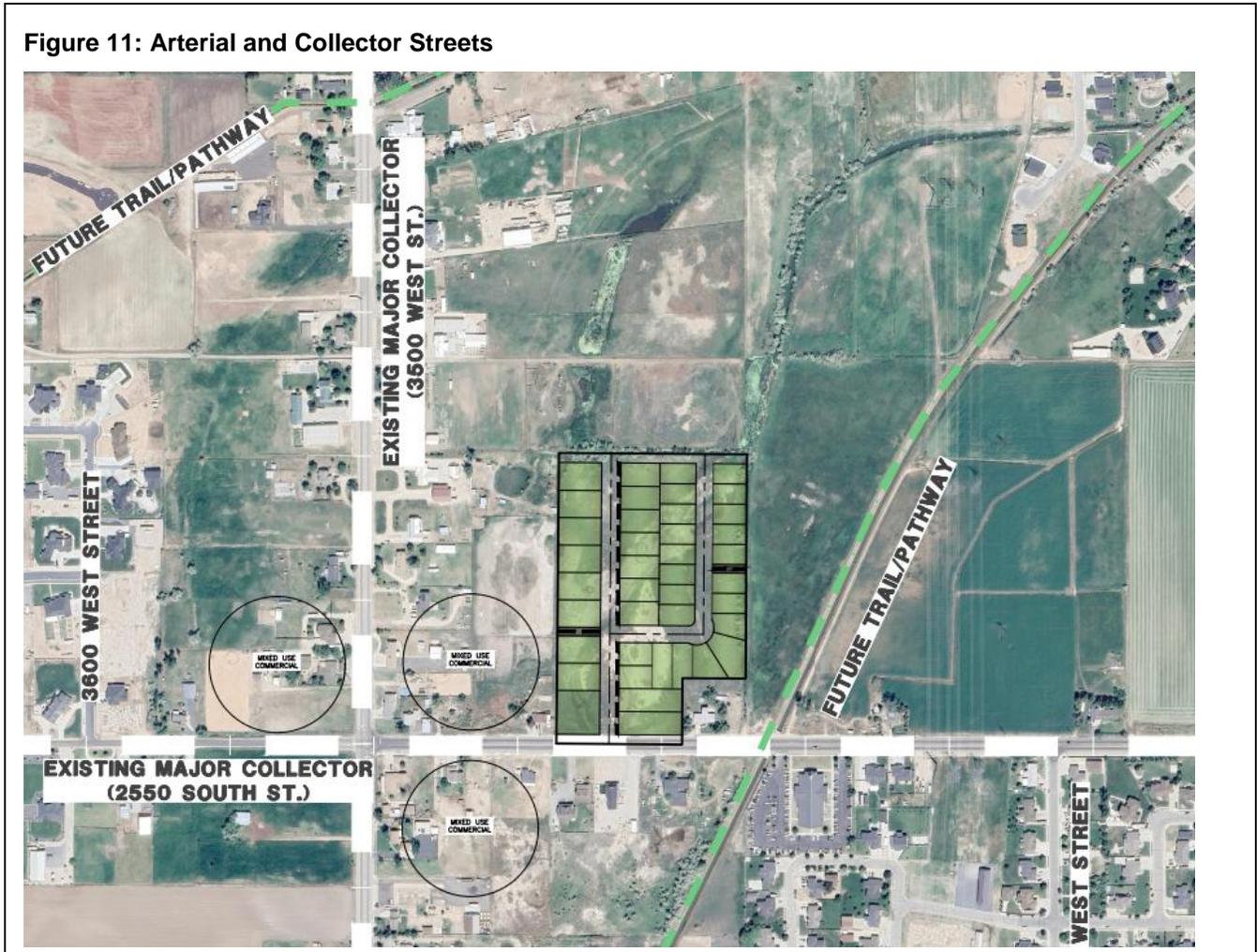
The US Fish and Wildlife Service provides an inventory of wetlands across the nation. **Figure 10** illustrates the wetlands and how they relate to the subject property. The Army Corp of Engineers approves of the Wetlands Delineation of two wetland pockets within the property. The applicant's development proposal avoids these areas.

Figure 10: Wetlands Delineation (Ex. Wetlands in Green)



(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 make a finding that the applicant is proposing sufficient compensation for their impact on both existing and proposed transportation corridors. **Exhibit 11** illustrates the proposed and potential street collector and arterial street corridors serving the property.



It should be noted that this proposed rezone and development fronts a future minor collector street that is planned to be an 80 ROW with all of the associated right of way improvements like an 11 foot car travel lane, a sixfoot bike lane, a type g gutter, a seven foot planting strip for street trees, a five foot sidewalk and a 6' corridor fence. The typical cross is included with the development agreement under Exhibit E. The developer will be responsible for making those improvements on the north side of 2550 South Street.

friendly street lighting at reasonable intervals. Require the creation of a homeowner's association to operate and maintain.

2. *Example: Amend staff's consideration item # []. It should instead read: [desired edits here].*
3. *Etc.*

I do so with the following findings:

Example findings:

1. *The proposed changes are supported by the General Plan. [Add specifics explaining how.]*
2. *The proposal serves as an instrument to further implement the vision, goals, and principles of the General Plan*
3. *The changes will enhance the general health, safety, and welfare of residents.*
4. *[Example: allowing short-term rentals runs contrary to providing affordable long-term rental opportunities]*
5. *Etc.*

Motion to recommend denial:

I move we forward a recommendation for **denial** to the County Commission for File #ZMA2026-02, an application to rezone approximately 14 acres of land located at approximately 3300 West ,2550 South, from the A-1 zone to the R1-15 zone, as illustrated in Exhibit C., **I do so with the following findings:**

Examples findings for denial:

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

Exhibits

Exhibit A: Application.

Exhibit B: Development Agreement

Project Name: Scott Wynn-Windruff Construction Company-Zoning
Map Amendments

Address: 3300 West 2550 South
Project Type: Zoning Map Amendments
Project Sub Type: Zoning Map Amendments
Created By: chris cave
Created On: 10/16/2025
Project Status: Submitted
Status Date: 10/16/2025
File Number: ZMA2026-02
Project Manager: Felix Lleverino

Application

Project Description:

Rezone request for Parcel No. 15-076-0184 from A-1 to R-1-15

Property Address:

3300 West 2550 South

Property Owner:

Windruff Construction Company

801-564

scott@windruff.com

Representative:

Accessory Dwelling Unit:

False

Current Zoning:

A-1

Subdivision Name:

Number of Lots:

39

Lot Number:

Lot Size:

Frontage:

Culinary Water Authority:

Taylor-West Weber Water District

Secondary Water Provider:

Hooper Irrigation Company

Sanitary Sewer Authority:

Central Weber Sewer

Nearest Hydrant Address:

Signed By:

Scott Wynn

Parcel Number(s):
150760184

Building Descriptions:
Description: Building Square Feet: Valuation:

Contractors:
Type: Name: Contact: Address:

Exhibit B

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

and

Scott Wynn, Windruff Construction Company

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DEVELOPMENT AGREEMENT

Cottonwood Square Subdivision

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and Scott Wynn ("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-1 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-H** 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.

2.2.3.2. 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 Scott Wynn 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 Scott Wynn.
- 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** or **Exhibit F – Non-Street-Adjacent Pathway Cross Section** 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**.

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 no more than the following amount of dwelling units in the Project.

8.1.1. 40 total single-family dwelling units.

8.1.2. Reserved

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. **Reserved**
 - 8.4.2.1. **Reserved.**
 - 8.4.2.2. **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. **Reserved.**
 - 8.5.2.2. **Reserved.**
 - 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. **Corridor Fencing along Collector or Arterial Streets.** Master Developer agrees to install a fence or wall ("Corridor Fence") that is at least six-feet high where the rear or side of a lot abuts or is otherwise adjacent to and visible from a collector or arterial street. The height of the Corridor Fence shall be reduced where necessary to not inhibit the clear-view triangle of an intersection.
 - 8.5.5.1. **Corridor Fence Design.** Corridor Fences of these streets shall be designed to provide visual breaks in the horizontal and vertical fence planes at least every 20 feet, such as a column or similar, and the Corridor Fence shall have a base and a cap distinctly different from the body. Examples of Corridor Fences is provided in **Exhibit G – Corridor Fence Design Examples**.
 - 8.5.5.2. **Corridor Fence to Match Others in Area.** If in compliance with this part or unless allowed otherwise by the Planning Director, the Corridor Fence material, color, and general design shall match other Corridor Fences installed or previously approved along the same street corridor.
 - 8.5.5.3. **Corridor Fence Alternative Design.** Alternative fencing along these streets may be approved by the Planning Director if it provides similar or better visual qualities and materials.

- 8.5.5.4. **Prohibited Corridor Fence Material.** A Corridor Fence shall not be made of vinyl.
- 8.5.5.5. **Corridor Fence Maintenance.** Unless delegated to a community association, the immediately adjoining landowner is responsible for the maintenance and repair of their lot or parcel's portion of the Corridor Fence.
- 8.5.5.6. **Project-Specific Fence or Wall Requirements.**
 - 8.5.5.6.1. A six foot fence installed on the north side of 2550 South Street.
 - 8.5.5.6.2. **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. **Offsite or Project-Specific Street Improvements.** Master Developer agrees to construct, or cause to be constructed, the following.
 - 8.5.9.1. **Reserved.**
 - 8.5.9.2. **Reserved.**
 - 8.5.9.3. **Reserved.**
 - 8.5.9.4. **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 30 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. **Project-Specific Egress Requirements.**
 - 8.5.10.2.1. **Reserved.**
 - 8.5.10.2.2. **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.** 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 – Waterwise Yard Landscape Plan Requirements**.
 - 8.6.1.2. **Reserved.**
 - 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. Project-Specific Water-Wise Requirements.

8.6.3.1. The requirements of this Section 8.6 shall not apply to a lot or area that is xeriscaped and no sprinkler or flood watering is used.

8.6.3.2. Lawns. No more than 20 percent of any lot shall be covered in turf grass. Turf grass should be watered by sprinkler heads that provide head-to-head coverage and matching precipitation rates. Spray, rotor, or rotary heads must be separated by watering valves operated by separate clock stations at the watering controller.

8.6.3.1. Mulched Areas. Mulched areas shall be mulched to a depth of at least four inches. Mulch may include organic materials such as wood chips, bark, and compost. It may also include inorganic materials such as decorative rock, cobble, or crushed gravel. Recycled materials such as rubber mulch may also be used.

8.6.3.2. Shrub Bed Watering. Shrub beds shall be watered with drip watering systems using in-line drip emitters, such as Netafirm, on a grid system or point-source emitters that provide water directly to the base of each plant.

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. 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. Gravity Sewer Collection Lines. Master Developer agrees to install, or cause to be installed, a gravity sanitary sewer collection system to, throughout, and across the Property. The system shall stub to all lots or parcels within the Project that needs or will in the future need a sewer connection, and to adjacent properties in locations approved by the County Engineer, including, if applicable, offsite parcels to which **Section 36-1-1** of the Code applies. It shall be of sufficient size and at sufficient depth necessary to convey the anticipated future volume of sewage of the area,

or lift station if applicable, at buildout, from the Project area to the lift station, as generally shown on the County's sewer master plan or as otherwise required by the County Engineer. The system shall be constructed to the specifications of the County.

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.

8.8. 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. Parks Financial Donation. Master Developer agrees to donate \$7,500, adjusted by the annual rate of inflation, per residential lot to the County or, if required by the County, the Taylor West Weber Parks District. The inflation-adjusted amount will be calculated using the "Consumer Price Index for All Urban Consumers: All Items," using \$7,500.00 in 2024 dollars as the baseline. Master Developer agrees that this is a donation offered of the Master Developer's own free will as part of the consideration for this Agreement and associated rezone, which is a voluntary development choice made by Master Developer in lieu of developing using the Prior Zone. As such, this donation is not a fee or exaction imposed by the County or Park District. Master Developer agrees to remit these funds prior to recordation of a subdivision plat. No building division or planning division application will be accepted or approved, and any that are approved shall be void, until the County receives this donation or a written confirmation of receipt of it from the Park District, if applicable.

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 (Exhibit F – Non-Street-Adjacent Pathway Cross Section)**, or if adjacent to a street, **Exhibit E – Street Cross Sections**).

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 8.5.6**. 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. Refer to **Exhibit F – Non-Street-Adjacent Pathway Cross Section** for a depiction of these pathways.

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. Reserved

8.9.2.7.1. Reserved.

8.9.2.7.2. Reserved.

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. Reserved.

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

8.12.1. 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** of this agreement.
 - 10.1.2. Installation of a smart watering controller, as specified in **Section 8.6.2** of this

agreement.

10.1.3. Installation of a furnace that is at least 95% efficient, and installation of a smart thermostat, as specified in **Section 8.10.1** 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** Error! Reference source not found..

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** Error! Reference source not found..

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 10.1.1** of this Agreement.

10.4. Reserved

10.4.1. Reserved.

10.5. Reserved.

10.6. Future Taxes, Services, and Districts.

10.6.1. 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.

10.6.2. 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).

10.6.3. 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.

- 10.7. 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.
- 10.8. 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.
- 10.9. 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 Wyndruff Construction Company. 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:

Wyndruff Construction Company
Place Address Here

-
- 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

“Master Developer”

By: _____

Print Name: _____

Title: _____

DATE: _____

Master Developer Acknowledgment

State of Utah)
)ss.

County of Davis)

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

My Commission Expires:

Notary Public, residing in

Exhibit A – Property Legal Description

BOUNDARY DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 27 TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF 2550 SOUTH STREET, SAID POINT BEING 660.51 FEET SOUTH 89°09'42" EAST ALONG THE SECTION LINE; THENCE NORTH 00°53'48" EAST 1010.36 FEET; THENCE SOUTH 89°10'30" EAST 653.21 FEET; THENCE SOUTH 00°40'11" WEST 779.51 FEET; THENCE NORTH 89°09'42" WEST 220.00 FEET; THENCE SOUTH 00°40'11" WEST 231.00 FEET TO THE CENTERLINE OF 2550 SOUTH STREET; THENCE NORTH 89°09'42" WEST 437.21 FEET ALONG SAID CENTERLINE TO THE POINT OF BEGINNING.

CONTAINING 611,228 SQUARE FEET OR 14.032 ACRES.

Exhibit B – Property Graphic Depiction

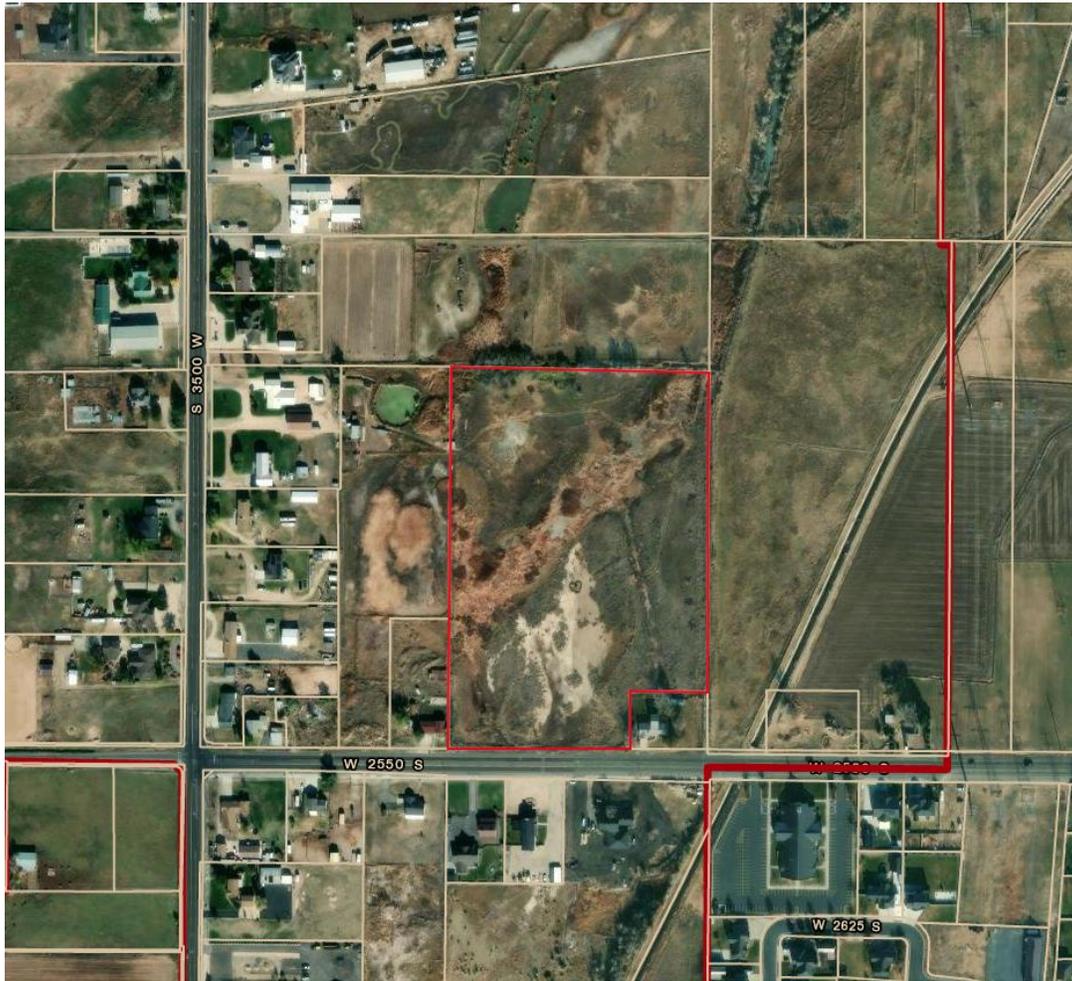


Exhibit C – Concept Plan



Exhibit D – Associated Rezone Area

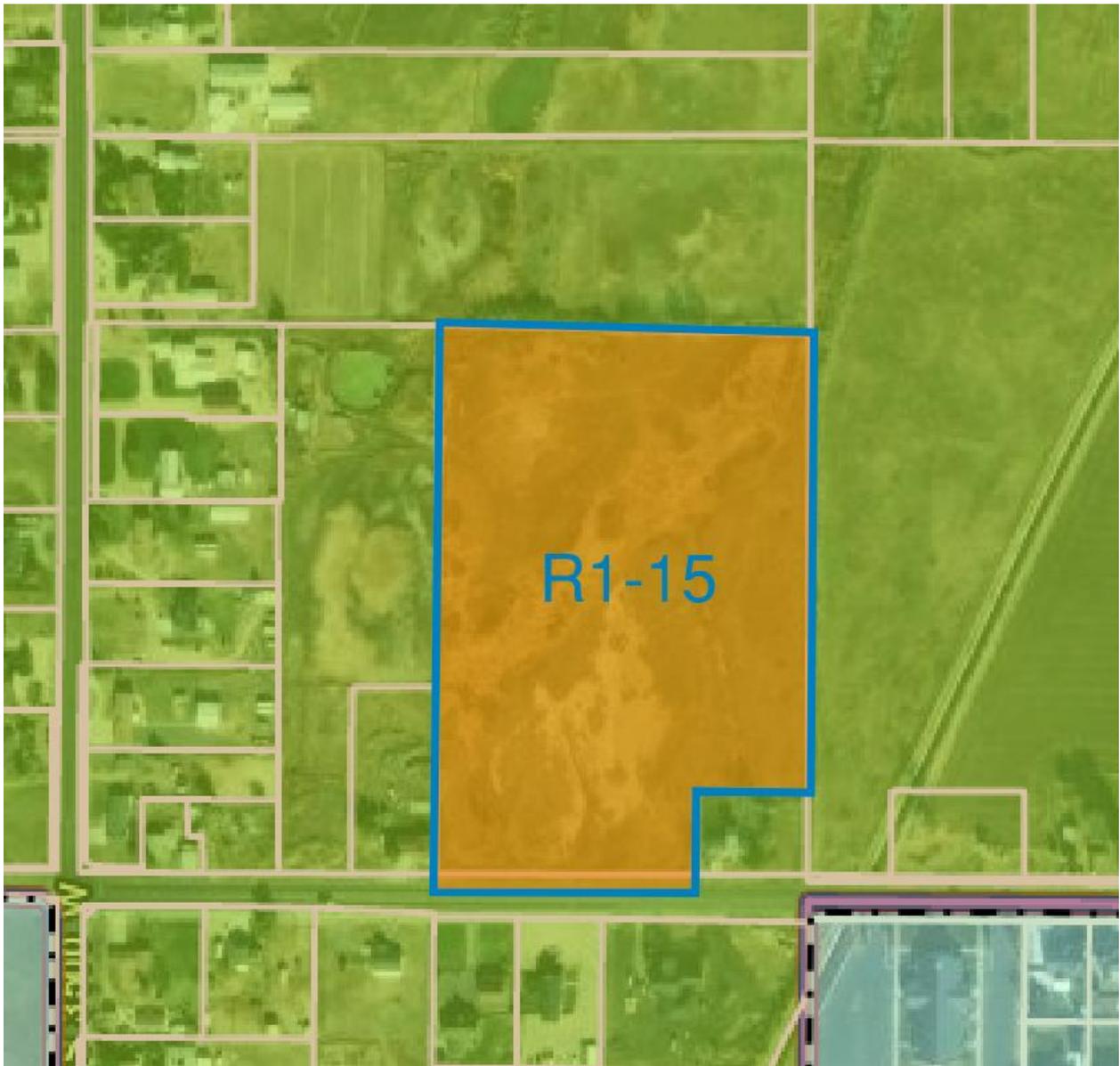


Exhibit E – Street Cross Sections

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

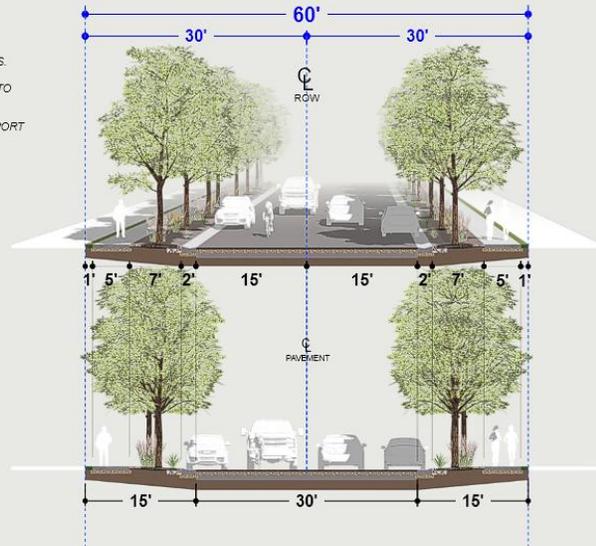
MINOR RESIDENTIAL

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.

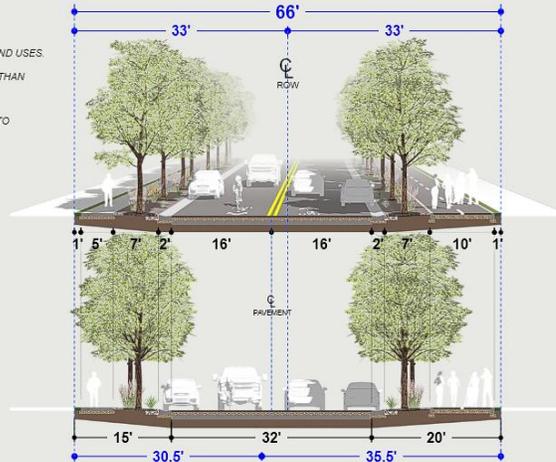
MAJOR RESIDENTIAL

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 - 3

VEHICLE LANES: 3
INTENDED SPEED: 30-40 MPH
SHOULDER: BIKE LANE, NO PARKING
BICYCLE FACILITIES: BIKE LANE

CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS.

- LOW/MODERATE EXPECTED SPEED, MODERATE VOLUME.
- CURRENT AND EXPECTED FUTURE DEMAND FOR ON-STREET PARKING IS LOW (I.E. ACCESS TO EXISTING AND PLANNED ABUTTING LOTS IS RESTRICTED, SUFFICIENT OFF-STREET PARKING EXISTS, ETC).
- PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.

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

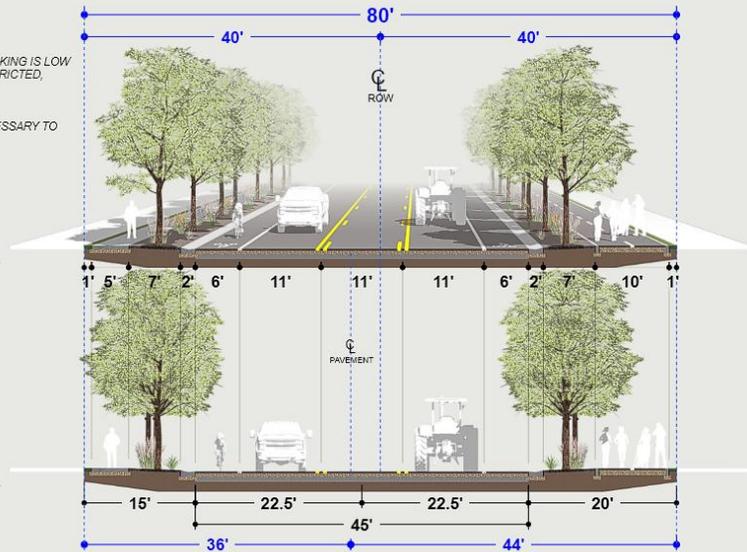


Exhibit F – Non-Street-Adjacent Pathway Cross Section

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 H – Waterwise 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.