WEBER COUNTY PLANNING COMMISSION MEETING

MEETING AGENDA

May 5, 2026

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

- **Pledge of Allegiance:**
- **Roll Call:**

1. **Minutes:** January 6, 2026, April 7, 2026, April 14,2026

2. **Administrative:**

   2.1 LVP040926: Request for preliminary subdivision approval of the Prado at Powder Mountain Subdivision Phase 3, a 17-lot subdivision located in the DRR-1 zone locate at the end of Summit Pass Road in Eden.

3. Public Comment for Items not on the Agenda:
4. Remarks from Planning Commissioners:
5. Planning Director Report:
6. Remarks from Legal Counsel

Adjourn to Work Session

WS1: Discussion regarding development potential west of 7500 West and south of Union Pacific RR. Applicant: John Price. (Pending payment)

WS2: Stagecoach Estates old setback regulations discussion in relation to new setback regulations, including front-facing garage doors.

The regular meeting will be held in the Weber County Commission Chambers, in the Weber Center, 1st Floor, 2380 Washington Blvd., Ogden, Utah.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 801-399-8371before 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 Western Weber Planning Commission for November 18, 2025, Weber County Commission Chambers, 2380 Washington Boulevard 1st Floor, the time of the meeting commencing at 5:00 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. Election: Chair/Vice Chair

The Planning Commission conducted the election for Chair and Vice Chair positions. Commissioner Lindsey nominated Andrew Favero as Chair and Casey Neville as Vice Chair. The nomination was seconded by Commissioner Andreotti; all voted in favor.

2. Minutes: October 28, 2025

Chair Favero noted the minutes from the Ogden Valley Planning Commission meeting held on October 28, 2025 have been presented for approval. The Commissioners briefly discussed the process for approving minutes from a jurisdiction that is now separate from Weber County.

Vice Chair Favero moved to approve the minutes as presented. Commissioner McCormick seconded the motion; all voted in favor.

3. Legislative items:
3.1 ZMA2024-08: a discussion and recommendation on a request to amend the Meibos development agreement that was presented to the Planning Commission on September 17, 2024. The amendment would enable the developer to transfer 22 development rights from the Longhorn Estates Subdivision to the Meibos rezone property. ***Applicant: Pat Burns; Staff Presenter: Felix Lleverino***

Felix Lleverino, Planner, introduced a request to amend the Meibos development agreement previously approved by the Planning Commission on September 17, 2024. The amendment would allow the developer to transfer 22 development rights from the Longhorn Estates Subdivision to the Meibos rezone property.

Pat Burns, the applicant, explained that he owns both properties and is seeking to combine them into one development with a shared park rather than having two separate developments. He clarified that the 17-acre park would be in the center of the combined development, and the Fire Department had requested a unified approach to the park rather than having it split between two developments. Mr. Burns emphasized that he was not asking for any additional units beyond what had already been approved for both projects separately.

Craig Jackson, legal counsel for Mr. Burns, stated he has spoken with the Chair of the West Warren Parks District, and they preferred to have one development agreement for the park rather than two separate agreements. He stated they were currently waiting for their attorney to draft the final development agreement for the park.

Felix Lleverino provided additional details about the proposal, showing maps of the property location and explaining how the density calculations would work. He noted that the Longhorn development was approved for 116 lots but is currently designed with only 84 lots. The proposal would transfer the unused 22 lots to the Meibos property. Mr. Lleverino also discussed pathway alignments, highlighting potential options along the Warren Irrigation canal, as well as necessary road improvements to surrounding streets based on the traffic impact study.

Commissioners raised several questions about the park development agreement, pathway connectivity, and road improvements. They wanted to ensure that:

- The park would be completed as promised
- The Parks District agreement would be finalized
- The pathway system would connect appropriately with the regional trail system
- Road improvements would be made to the surrounding streets, including 6700 West and 7100 West
- A crosswalk would be included to ensure safe pedestrian access across 900 South

Commissioner Wichern emphasized the importance of specifying that the developer would contribute the equivalent of $7,500 per lot in either land or amenities to the park, and that these contributions would be made before the plats for those lots are recorded.

- Commissioner Wichern moved to forward a positive recommendation to the County Commission for application ZMA2024-08: a discussion and recommendation on a request to amend the Meibos development agreement that was presented to the Planning Commission on September 17, 2024; the amendment would enable the developer to transfer 22 development rights from the Longhorn Estates Subdivision to the Meibos rezone property and approval is based on the findings and subject to the conditions listed in the staff report, as well as the following additional conditions:
- The concept plan update;
- Density not to exceed 208 dwelling units on the Meibos property and 95 units on the Longhorn property;
- Park, open space, and trails requirements specify a contribution to the park equivalent to $7,500 per lot, either in land or recreational amenities);
- Street improvements adhere to the recommendations from the engineering department and the traffic impact study. These improvements involve the intersections of 6700 West and 900 South and 7100 West and 900 South, ensuring sufficient traffic flow and safety. Specific road widening along 6700 West and appropriate striping will facilitate better traffic movements, considering future growth and vehicle activity; and
- Addition of a crosswalk.

Commissioner Clontz seconded the motion. Commissioners Andreotti, Clontz, Lindsey, McCormick, Wichern, Vice Chair Neville, and Chair Favero voted aye. (Motion carried on a vote of 6-0).

4. Approval of 2026 Calendar

Chair Favero called for a voice vote in support of the 2026 Calendar; all voted in favor.

5. Public Comment for Items not on the Agenda:

There were no public comments.

6. Remarks from Planning Commissioners:

Commissioner Andreotti commented on developments near the transfer station on 12th Street, noting the equipment present and ongoing preparations. Chair Favero cautioned drivers about construction cones extending into the roadway in that area.

7. Planning Director Report:

Planning Director Grover discussed efforts to organize a Planning Commission Appreciation Dinner, tentatively scheduled for February 12th. After some Commissioners indicated conflicts with that date, he suggested February 26th might work better.

8. Remarks from Legal Counsel:

There were no remarks from Legal Counsel.

The meeting adjourned to work session at 5:52 p.m.

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

Brian Hanni presented his request to allow an automotive repair business in an accessory building (a barn) behind his residence at 4088 W 2200 S. Mr. Hanni explained that he currently runs an automotive repair shop in Ogden, but neighbors had expressed interest in him moving his operation to his own property. He described his shop as a small, two-bay operation where he works alone and keeps everything inside.

Director Grover explained that such a use is not currently allowed in residential zones as a home occupation. He noted several concerns:

- Building code issues related to grease traps and stormwater systems
- Potential code enforcement issues regarding outdoor storage
- The precedent it would set for similar requests in residential neighborhoods
- The fact that the approval would run with the land, allowing future owners to continue the business

The Planning Commissioners expressed appreciation for Mr. Hanni's proactive approach in seeking approval before proceeding but indicated they would likely not support such a request. Commissioner Wichern explained that the home occupation allowances specifically exclude automotive repair for important reasons related to environmental concerns and neighborhood character. Commissioner Neville noted that the Commission had previously denied similar requests in better-suited locations.

The applicant was informed that he could proceed to a formal public hearing if desired but was given a realistic assessment of the likely outcome.

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

Selvoy Fillerup, representative of Heritage Land, presented a potential development plan for the Willow Village project, located at the old Terakee Farms Subdivision Phase 2 area. The proposed design included single family lots on the north side, townhomes throughout much of the development, and mixed commercial-residential townhomes in the southwest corner along 900 South. The developer explained that the original design had been modified based on Principal Planner Ewert's feedback to relocate the north-south public street to better connect with adjacent developments. The revised plan increased the unit count from 155 to 219 units.

Planning Commissioners expressed several concerns about the proposal:

- The density appeared too high for the area;
- The design didn't seem to follow form-based code requirements regarding garage placement;
- The townhome units at 42 feet wide were too narrow to accommodate proper garages and driveways;
- The design lacked sufficient open space and community gathering areas; and
- The layout placed too many garage doors facing the streets.

Commissioners suggested several modifications to the proposal:

- Eliminating one row of townhomes to create more open space;
- Creating courtyard areas between facing townhomes;
- Adding more single-family homes;
- Reducing the townhome buildings from 8-plexes to 6-plexes; and
- Ensuring the commercial mixed-use area had adequate parking and delivery access.

Mr. Fillerup acknowledged he had designed the proposal with maximum density to see what could fit but was willing to reduce density and reconfigure the design. Commissioners asked the developer to return with a revised proposal that better aligned with the Form-Based zone requirements and the General Plan vision.

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

This item was not discussed.

WS4: Discussion regarding Western Weber General Plan Amendments to include excerpts from the Ogden Valley General Plan

that apply to the Ogden Canyon, Forest Zones, and Resort Zones. ***Presenter: Felix Lleverino***

Planner Lleverino explained the process of incorporating excerpts from the Ogden Valley General Plan into the Weber County General Plan to provide guidance for the forest zones and resort zones that remain under Weber County jurisdiction after the formation of the new city in Ogden Valley.

Mr. Lleverino described how he was going through the Ogden Valley General Plan page by page to extract relevant policies and language that could be applied to areas like Snow Basin, Powder Mountain, and other recreational areas that remain under Weber County's jurisdiction.

The Commissioners indicated they trusted staff to handle this process and agreed that another work session might not be necessary before the public hearing. Director Grover mentioned he would discuss this with the County Commissioners to determine if they wanted to include other minor amendments to the Western Weber General Plan at the same time.

Respectfully Submitted,
Cassie Brown
Weber County Planning Commission

DRAFT

Minutes of the Meeting of the Weber County Planning Commission for April 7, 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), Cami Clontz, Kyle "KC" Lindsey, Jed McCormick, and Sara Wichern

Excused: Commissioner Wayne Andreotti

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

Roll Call: Chair Favero conducted roll call and indicated Commissioner Andreotti has been excused from the meeting; all other Commissioners were present.

1. Minutes: March 3, 2026

Chair Favero noted all Commissioners had reviewed the minutes of the March 3, 2026 meeting and found no corrections needed. He declared the minutes approved as presented.

2. Administrative items:
2.1 CUP 2026-05: Request for approval of a conditional use permit for seven condominium rental apartments located in the CVR-1 Zone at approximately 6874 E 6675 N, Eden, UT. ***Applicant: Michael Barnett; Staff Presenter: Tammy Aydelotte***

Principal Planner Ewert explained this was an administrative item where the applicant was entitled to approval as long as they met code requirements for a conditional use permit. The Planning Commission could apply conditions to mitigate reasonably anticipated detrimental effects, with any conditions needing to follow specific standards related to life safety and traffic circulation.

Applicant Michael Burnett presented the project, explaining he was seeking approval for a conditional use permit for an existing 20-year-old foundation that had been previously approved but abandoned. Mr. Burnett emphasized he was not adding anything beyond the original permanent plans from 2007 and viewed this as an update rather than a brand-new conditional use permit request.

Planner Aydelotte provided the staff presentation, explaining the project's location at the top of Powder Mountain Road near Summit Pass. The property is zoned CDR-1, where condominium rental apartments are permitted as a conditional use. The previous conditional use permit from 2005 had expired due to abandonment, requiring this new application. Ms. Aydelotte detailed the density calculations, noting the CVR-1 zone requires a minimum of 7,500 square feet of overall net developable area per building (including 2 units), with an additional 2,000 square feet required for each unit above the initial two. For seven units, the applicant needed 17,500 square feet of net developable area, and the parcel contained over 22,500 square feet, easily meeting the requirement. The staff presentation covered the site plan showing the applicant's proposal to use the existing foundation and construct seven condominium units in different elevations around an open central area, all considered one structure. Ms. Aydelotte confirmed the project would provide 14 parking spaces (2 per unit) within the garage structure, accessed from the Powder Mountain parking lot. Regarding landscaping, Ms. Aydelotte noted the proposal included minimal native landscaping without irrigation, which staff preferred for the location. She explained that short-term rentals, the intended use for these units, are a permitted use in the zone and appropriate for the resort-adjacent location. Ms. Aydelotte outlined the approval process, explaining that after conditional use approval, the applicant would need to submit a subdivision plat for the seven condominium units, followed by building permit applications. Any required setback adjustments would need separate variance approval.

Vice Chair Neville expressed that his primary concern about engineering would be handled through the building permit process. Chair Favero inquired whether Commissioners had questions for the applicant, but none were raised.

Vice Chair Neville moved to forward a positive recommendation to the County Commission for application CUP 2026-05, a conditional use permit for seven condominium rental apartments located in the CVR-1 Zone at approximately 6874 E 6675 N,

Eden, UT, based on the findings and subject to the conditions listed in the staff report, as well as the condition that a business license may be required for short-term rental use and the additional finding that the proposed use is allowed in the CVR-1 zone, meets appropriate site development standards, and that criteria for conditional use permit issuance have been met with mitigation of potential detrimental effects. Commissioner McCormick seconded the motion. Commissioners Clontz, Lindsey, McCormick, Wichern, Vice Chair Neville, and Chair Favero voted aye. (Motion carried on a vote of 6-0).

2.2 LV03172026: Request for preliminary subdivision approval of Creekside at JDC Ranch Phase 7, consisting of 43 detached single-family lots in the R-10 Zone located at approximately 4000 N Galloway Lane. ***Applicant: Lacy Richards. Staff Presenter: Tammy Aydelotte***

Principal Planner Ewert noted this was also an administrative item where applicants were entitled to approval if they met code requirements.

Applicant Lacy Richards briefly presented the preliminary subdivision application for 43 detached single-family lots in the Creekside area of the JDC Ranch subdivision.

Planner Aydelotte explained that this Phase 7 was separate from previous preliminary approvals for Creekside phases and is located in the northeast corner of the overall JDC Ranch development. The project is in the R1-10 zone under the JDC Ranch development agreement and subsequent amendments. Ms. Aydelotte detailed that the subdivision proposes 43 single-family lots with 60-foot-wide public rights-of-way meeting development agreement standards. The plan includes one 20-foot-wide alleyway serving three lots on the east side, approximately 135-140 feet in length. Weber Fire District was reviewing this design, but staff had no concerns about the alleyway potentially serving as a hammerhead. The project includes public open space with a meandering 10-foot-wide asphalt pathway along the east boundary within a 40-foot drainage easement. Ms. Aydelotte explained that lot sizes range from 5,500 to 8,800 square feet (exceeding the 4,000 square foot minimum) with widths from 46 to 94 feet (exceeding the 40-foot minimum).

Ms. Aydelotte addressed questions about parking plans mentioned in staff recommendations, clarifying that the staff report was sent before confirming adequate parking provisions, so condition number 2 requesting a detailed parking plan could be removed. Regarding development agreement compliance, Ms. Aydelotte noted the project includes utility connections to Bona Vista Water, Central Weber Sewer, and Pineview for secondary water. She confirmed that lot count tracking showed the development at 416 total lots currently, which would reach 459 after this preliminary approval, well within the entitled 1,000 total units (725 market rate, 225 attainable).

Commissioner Wichern raised questions about the 20-foot alley width for homes backing each other and frontage requirements for lots smaller than 50 feet. Ms. Aydelotte explained the development agreement addressed these standards and that they were grandfathered under previous ordinances for garage frontage percentages.

Commissioner Lindsey forward a positive recommendation to the County Commission for application LV03172026, preliminary subdivision approval of Creekside at JDC Ranch Phase 7, consisting of 43 detached single-family lots in the R-10 Zone located at approximately 4000 N Galloway Lane, based on the findings and subject to the conditions listed in the staff report. Commissioner Vice Chair Neville seconded the motion. Commissioners Clontz, Lindsey, McCormick, Wichern, Vice Chair Neville, and Chair Favero voted aye. (Motion carried on a vote of 6-0).

3. Legislative Items:

3.1 ZTA2026-01: A public hearing to consider a proposed text amendment to the Weber County Land Use Ordinance, changing certain portions of Title 106 regarding development infrastructure provisions. ***Staff Presenter: Tammy Aydelotte***

Principal Planner Ewert introduced Planner Aydelotte to highlight the amendments, noting these were attorney-initiated changes to ensure state code compliance.

Ms. Aydelotte explained the County-initiated application addressed three main changes to the subdivision ordinance section: correcting ordinance section references, requiring final approval letters from appropriate districts prior to county acceptance of installed infrastructure (typically water and sewer), and removing the million-dollar minimum threshold for utilizing letter of credit options to guarantee improvements.

Ms. Aydelotte noted the previous ordinance effectively limited developers to cash bonds unless improvements exceeded $1 million, while state code requires multiple guarantee options. The amendment would allow letter of credit use regardless of project cost.

Chair Favero inquired about potential issues with secondary water guarantees, expressing concern about developers purchasing water shares before knowing project approval status. Ms. Aydelotte clarified this requirement applied to infrastructure installation verification, not water rights acquisition.

Chair Favero then opened the public hearing. There were no persons appearing to be heard and Chair Favero closed the public hearing.

Commissioner Wichern moved to forward a positive recommendation to the County Commission for application ZTA2026-01, a proposed text amendment to the Weber County Land Use Ordinance, changing certain portions of Title 106 regarding development infrastructure provisions, based on the findings and subject to the conditions listed in the staff report. Vice Chair Neville seconded the motion. Commissioners Clontz, Lindsey, McCormick, Wichern, Vice Chair Neville, and Chair Favero voted aye. (Motion carried on a vote of 6-0).

3.2 ZMA2026-02: A request for a positive recommendation to the County Commission to rezone approximately 14 acres of vacant land from the A-1 zone to the R1-15 zone at approximately 3300 West 2550 South. ***Staff Presenter: Charlie Ewert***

Principal Planner Ewert explained that Commissioners had previously reviewed this item in work sessions and public hearings, with the application being tabled to address concerns about egress and lot configuration. He reported that the applicant had addressed previous concerns by reconfiguring the development into three phases, with phases 1 and 2 totaling 30 lots (allowing temporary egress) and phase 3 adding 8 lots requiring permanent egress. The applicant was working with neighbors on emergency egress arrangements and understood they could not record subdivisions without proper egress secured.

Chair Favero confirmed the subdivision requirements would be addressed at the subdivision level and that engineering concerns about the foundation and water issues had been resolved.

Vice Chair Neville moved to forward a positive recommendation to the County Commission for application ZMA2026-02, rezone of approximately 14 acres of vacant land from the A-1 zone to the R1-15 zone at approximately 3300 West 2550 South, based on the findings and subject to the conditions listed in the staff report. Commissioner McCormick seconded the motion. Commissioners Clontz, Lindsey, McCormick, Wichern, Vice Chair Neville, and Chair Favero voted aye. (Motion carried on a vote of 6-0).

4. Public Comment for items not on the agenda:

There were no public comments.

5. Remarks from Planning Commissioners:

Vice Chair Neville thanked the applicant for following through on the Planning Commission's requests and completing necessary items to allow the project to move forward.

6. Planning Director Report:

In Director Grover's absence, Principal Planner Ewert reported that the County Commission had adopted an appeal authority ordinance changing the appeal process from a Board of Adjustments to a single-person hearing officer. The county has one person under contract and is seeking an alternate.

Chair Favero updated the Commission on an interlocal agreement between Weber County and Cache County for projects on Powder Mountain, noting that a broader agreement would be developed over the coming months. Ms. Aydelotte added that Weber County is planning to install a fire station in the Powder Mountain parking lot and the interlocal agreement was necessary to move forward with applications in that area.

5. Remarks from Legal Counsel:

There were no remarks from Legal Counsel.

The meeting adjourned to work session at 5:33 p.m.

WS1: Review of proposed changes to the Weber County Land Use Code; removing or adjusting provisions made irrelevant as a result of the newly incorporated Ogden Valley, and making other amendments that better tailor the code to the needs of the growing unincorporated area(s).

Summary of Discussion Topics:

- Drinking Water Source Protection Ordinance: Staff presented concerns about due process issues with current state-mandated zone applications and proposed streamlined amendments focusing only on zones 1 and 2, with county enforcement being optional rather than mandatory.
- Form-Based Zone Amendments: Extensive discussion of proposed density calculations, lot size minimums, building spacing requirements, and architectural standards. Key density revisions proposed included reducing maximum densities and increasing minimum lot sizes to be more realistic for market conditions.
- General Plan Update Consideration: Discussion of whether to proceed with code changes or prioritize updating the general plan first, given significant changes in area development since 2022.

Commission Direction to Staff/Action items:

- Modify form-based zone density numbers: reduce multifamily density from 24.2 to 20 units per acre, adjust lot minimums to 4,000 sq ft (small), 7,000 sq ft (medium), 8,000 sq ft (large)
- Revise building spacing requirements to 10 feet minimum between buildings or 10% of building width, whichever is greater
- Consider limiting commercial areas in form-based zones due to market feasibility concerns
- Proceed with drinking water source protection ordinance amendments as proposed
- Continue with code amendments while considering general plan updates for next budget cycle
- Focus density allowances on single-family products rather than multifamily given current market conditions
- Ensure architectural standards prevent monotonous design while allowing reasonable flexibility

The work session adjourned at 7:58 p.m.

Respectfully Submitted,
Cassie Brown
Weber County Planning Commission

DRAFT

Minutes of the Meeting of the Weber County Planning Commission for April 14, 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), Cami Clontz, Kyle "KC" Lindsey, Jed McCormick, and Sara Wichern

Excused: Commissioner Wayne Andreotti

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

Roll Call: Chair Favero conducted roll call and indicated Commissioner Andreotti has been excused from the meeting; all other Commissioners were present.

1. Legislative items:
1.1 ZTA2025-04: A public hearing and consideration for changes to the Weber County Land Use Code; removing or adjusting provisions made irrelevant as a result of the newly incorporated Ogden Valley, and making other amendments that better tailor the code to the needs of the growing unincorporated area(s). ***Staff Presenter: Charlie Ewert***

Principal Planner Charlie Ewert presented the staff report, explaining that this was an unusual second Tuesday meeting due to scheduling constraints with the public hearing notice. Mr. Ewert indicated that the changes being proposed were comprehensive updates to remove provisions made irrelevant by the Ogden Valley incorporation and to better tailor the code for the remaining unincorporated areas. He noted that the commission had already spent considerable time reviewing these changes in previous work sessions.

Chair Favero opened the public hearing. Seeing no public comment, Chair Favero closed the public hearing.

Commissioner Wichern provided context for the record, emphasizing that while the decision might appear quick, the commission had invested significant time vetting the proposed changes through multiple work sessions and individual review.

Commissioner Wichern moved to forward a positive recommendation to the County Commission for application ZTA2025-04, changes to the Weber County Land Use Code; removing or adjusting provisions made irrelevant as a result of the newly incorporated Ogden Valley, and making other amendments that better tailor the code to the needs of the growing unincorporated area(s), based on the findings and subject to the conditions listed in the staff report. Vice Chair Neville seconded the motion. Commissioners Clontz, Lindsey, McCormick, Wichern, Vice Chair Neville, and Chair Favero voted aye. (Motion carried on a vote of 6-0).

2. Public Comment for items not on the agenda:

There were no public comments.

3. Remarks from Planning Commissioners:

Chair Favero reiterated Commissioner Wichern's earlier comments about the extensive work that had gone into the code changes, noting that the Commission was now unified as one planning commission covering the remaining unincorporated areas.

4. Planning Director Report:

In Director Grover's absence, Principal Planner Ewert reported that Director Grover had been under the weather but was recovering.

5. Remarks from Legal Counsel:

There were no remarks from Legal Counsel.

The meeting adjourned to work session at 5:06 p.m.

WS1: Discussion regarding a proposed rezone from the A-2 zone to the R1-15 zone for approximately 8.72 acres in the Riverbend development

Ms. Lacy Richards from Nilson Homes presented the proposal for the Riverbend subdivision, explaining that the development was originally platted under a cluster subdivision process that is no longer in use. The proposal would rezone approximately 8.72 acres to allow for a mix of housing products including condo homes for single-level living and starter homes similar to those being built at JDC Ranch. Ms. Richards emphasized their commitment to providing affordable housing options with preferences for first responders and first-time homebuyers. The development would maintain significant open space along the river front, with approximately 19.8 acres potentially being donated to the parks district as part of the emerald necklace plan.

The Commission engaged in extensive discussion about the proposal's merits and concerns. Commissioner McCormick expressed strong reservations about changing the original commitment to open space, stating he could not support the proposal unless existing residents were supportive, given that many likely purchased homes based on the promise of open space. Commissioner Wichern supported the concept, noting the need for more attainable housing in the area, but emphasized the importance of price point restrictions and homeowner occupancy requirements to ensure true affordability. Chair Favero acknowledged the challenging nature of the proposal, recognizing both the positive aspects of providing affordable housing and the concerns about changing previous commitments. Parks District representative Lance discussed potential park improvements, including creative ideas for camping areas and playground facilities that could benefit the broader community.

The following feedback/direction was provided by the Commission to the applicant and Planning staff:

- Applicant should meet with existing residents in the development to gauge their support for the proposal
- Explore partnerships with the parks district for river trail and park improvements
- Consider price point restrictions and homeowner occupancy requirements for affordable housing units
- Ensure infrastructure connections are planned to serve adjacent properties
- Consider connectivity improvements including road stubs to the east for future development
- Staff should review the entire subdivision for potential rezoning, not just the targeted area
- Address conservation easement vacation as part of the rezoning process

WS2: Discussion regarding a proposed rezone from the A-2 zone to the R1-15 zone for approximately 283 acres at the western end of 2200 South

Lacy Richards from Nilson Homes presented the McFarland family property proposal for a 283-acre master planned community focused on walkable, agricultural heritage design. The concept includes residential areas clustered together with open space and waterways running throughout, parks and trails following natural features, and an "agrihood" concept with small agricultural parcels and farm stands. The proposal targets 3.5 to 4 units per acre density and includes consideration for a potential charter school site. The development would feature diverse housing types from duplexes to 55+ single-level living to create a multigenerational community.

Commissioner Clontz raised concerns about access and egress, noting that 2200 South would require substantial widening and improvements. The Commission discussed infrastructure challenges and the remote location of the development. Mr. Ewert noted that development would likely be several years away, and multiple road improvements and connections would be required before any building permits could be issued. Commissioner Wichern expressed support for the housing variety but emphasized that density above 2.9 units per acre would require guaranteed affordability components. The Commission discussed potential density transfers from other developments to maintain overall density targets.

The following feedback/direction was provided by the Commission to the applicant and Planning staff:

- Address access and egress concerns with substantial road improvements to 2200 South
- Work with surrounding property owners on connectivity and access solutions
- Limit density to 2.9 units per acre unless affordability guarantees are provided
- Consider Traditional Neighborhood (TN) zoning designation for flexibility

- Coordinate with the county's general plan amendment process starting in June
- Address wetlands delineation and Corps of Engineers requirements
- Develop phasing plan that ensures infrastructure is in place before development

WS3: Discussion regarding a proposed rezone from the A-1 zone to the R1-15 zone for approximately 20 acres at approximately 3661 West 1400 South

Mr. Shawn Alfonsi presented his family's proposal to develop 20 acres with a "Little Italy" theme honoring the area's Italian heritage. The concept features homes with garages in the rear, similar to historical homes in the area, creating a neighborhood focused on starter homes and community interaction. The proposal includes small tree parks designed to provide green space and honor his grandmother's Italian mountain heritage.

The Commission appreciated the community concept and rear-garage design but raised concerns about the proposed small parks. Parks District representative Lance explained the need for neighborhood parks but indicated preference for 4–5-acre facilities rather than multiple small parks. Commissioner Wichern and Vice Chair Neville suggested that donation to larger regional parks might be more practical than maintaining small neighborhood parks through HOAs.

Mr. Ewert noted that connectivity improvements would benefit the broader area, with the development providing important road connections that would serve adjacent properties. The commission discussed various options including combining park areas, working with adjacent property owners for larger park sites, or providing monetary donations to improve existing parks.

The following feedback/direction was provided by the Commission to the applicant and Planning staff:

- Consider combining proposed parks into one larger facility or partner with adjacent landowners
- Explore donation to parks district for improvements to existing regional parks rather than small neighborhood parks
- Maintain rear-garage design concept which aligns with general plan goals
- Ensure road connectivity serves adjacent properties appropriately
- Consider density adjustments if parks are eliminated in favor of monetary donations
- Work with staff and parks district to determine optimal park solution for the area

The work session adjourned at 7:02 p.m.

Respectfully Submitted,
Cassie Brown
Weber County Planning Commission

DRAFT

Staff Report to the Weber County Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File #ZMA2026-09, an application to rezone approximately 20.36 acres of property at approximately 3655 West 1400 South from the A-1 zone to the R1-15 zone.
Agenda Date: May 5, 2026
Applicant: Anna Alfonsi; Agent: Shawn Alfonsi
File Number: ZMA2026-09
Frontier Project Link: https://frontier.co.weber.ut.us/p/Project/Index/26722

Property Information

Approximate Address: approximately 3655 West 1400 South
Current Zone(s): A-1 Zone
Proposed Zone(s): R1-15 Zone

Adjacent Land Use

North: Large Lot Residential
South: Vacant/Agriculture/Large Lot Residential
East: Vacant/Agriculture/Large Lot Residential
West: Vacant/Agriculture

Staff Information

Report Presenter: Charlie Ewert
cewert@webercountyutah.gov
801-399-8763
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 which allows broad discretion. Examples of legislative actions are general plan, zoning map, and land use code amendments. Legislative actions require that the Planning Commission give a recommendation to the County Commission. For this circumstance, criteria for recommendations in a legislative matter require a review for compatibility with the general plan and existing ordinances.

Summary and Background

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 on April 14, 2026. At the time, the planning commission and staff offered the applicant feedback and recommended adjustments for the proposal. The applicant has addressed the comments from the planning commission and staff in the attached revised site plan.

Adjustments/resolutions proposed by applicant:

- Parks and Rec: The applicant is proposing to donate $7,500 per residence for parks and recreation.
- Density: After hearing the planning commission's work session discussion, the applicant is requesting an additional nine lots above the base 2.9 units per acre. If approved this will increase the number of lots from 59 to 68.
- Building Style: The applicant is agreeing to restricting home designs to those similar to the development on Porter Avenue between 22nd Street and 21st Street in Ogden. Images of that development are attached.

- Garages: The applicant is proposing garages that are behind the dwelling.

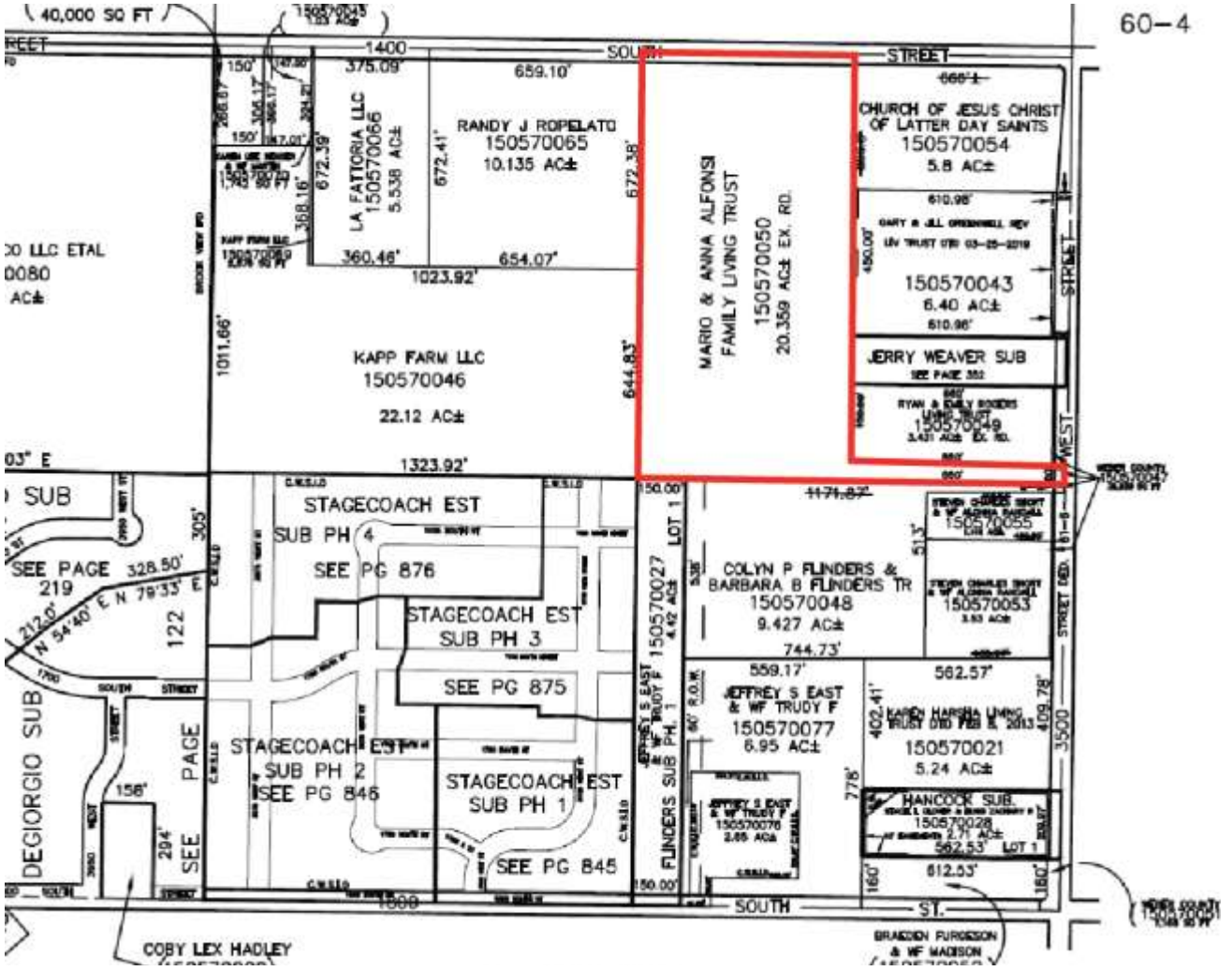
This rezone, if approved, is recommended to be accompanied with a development agreement. Through this development agreement the county and applicant can consent to the added density, the building design standards, and garage location standards.

With a mutually negotiated development agreement, staff is recommending approval of the rezone.

Policy Analysis

This is a proposed rezone of approximately 20.36 acres. The property is currently held as one parcel (15-057-0050). **Figure 1** shows the subject parcel outlined in red.

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



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** displays current zoning for the area of the subject property. It also shows the configuration of the property within the larger context of the West Weber area.

The purpose and intent of the A-1 zone is:

"…to designate low-intensity farm areas, which are anticipated to develop in a rural residential development pattern; to set up guidelines to continue agricultural pursuits, including the keeping of farm animals; and to direct orderly low-density residential development in a continuing rural environment.."[1]

Figure 2: Current Zoning Map and the Subject Parcel.



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**, with the red polygon depicting the proposed R1-15 zone.

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

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



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

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 provided in the attachments and **Figure 4** is a placeholder until the applicant's surveyor/designer can finish revisions. It may need a couple of minor adjustments or reconfigurations here or there, as requested by staff, but the planning commission should be

[1] Weber County Code Section 104-2-1.

[2] Weber County Code Section 104-12-1.

able to find that these changes can occur through the process of drafting a development agreement prior to final county commission consideration.

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



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

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

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

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

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

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

> *"While the pressure to grow and develop will persist, there is a clear desire for growth to be carefully and deliberately designed in a manner that preserves, complements, and honors the agrarian roots of the community. To do this, Weber County will promote and encourage the community's character through public space and street design standards, open space preservation, and diversity of lot sizes and property uses that address the need for places for living, working, and playing in a growing community."*[3]

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 well enough.

[3] Western Weber General Plan (p. 21)

General Plan Smart Growth Principles

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

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

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

The following nine bullet points is a list of the general plan's exemplary smart growth principles (in italics). A staff analysis regarding how they may relate to this potential project follows each bullet point. Some of these principles 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, the flexible lot standards of the R1-15 zone will help the developer create a wide variety of lot sizes. Further, the added nine lots, if allowed will help implement smaller lot sizes for the development overall.

- *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 6,000 square feet. This will help provide the market with a larger supply of smaller lots, which in turn will help curb the inflating 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.

  In exchange for the additional requested nine lots, the planning commission may want to consider restricting house size or owner occupancy.

- *Strong trail network with excellent trail connectivity that prioritizes bicycling and pedestrians over vehicles.*

  The applicant's concept plan needs to be strengthened to better address minimum pathway connectivity standards. The county has been implementing a 400-foot maximum distance between pathways for similar development types in the area. This will necessitate two additional east/west pathways, one between 1400 South and 1500 South, and one between 1500 South and 1600 South.

- *Strong street connectivity and neighborhood connections that avoid the use of cul-de-sacs or deadends.*

  As can be reviewed on the concept plan, the applicant has done well to not use cul-de-sacs and permanent dead-end streets. More on this later in this report.

- *Large and meaningful open space areas with improved parks, recreation, etc.*

  The applicant is opting to volunteer a donation of $7,500 per lot for investment into local parks and recreation.

- *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.

- *Homes that have solar-paneled rooftops and watt-smart compliant batteries.*

  Similar to building efficiencies, providing energy independence when possible is integral in a smart-growth community. The general plan recommends requiring rooftop solar panels, as well as power storage

capabilities such as a solar-charged battery. To assist with affordability, the county commission has resisted applying this requirement for single-family dwelling development thus far.

- *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 parks and recreation investments effectively implement 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.

  Staff's recommendation and the template development agreement suggests minimum fence/wall standards for the fence/wall along 1400 South Street.

- *Use of transferable development rights from agricultural lands identified for protection.*

  The applicant has not proposed to transfer more development to this project.

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

The applicant's proposed development is similar to patterns of other recently approved development in the area.

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

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

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

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

If rezoned, the development 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 that found in a typical residential neighborhood. When developing, the applicant will be responsible for correcting any material degradation in services that the development might create for the area. Thus, other than potential increases to noise, most of the fact-based effects will be required to be mitigated by the applicant.

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.

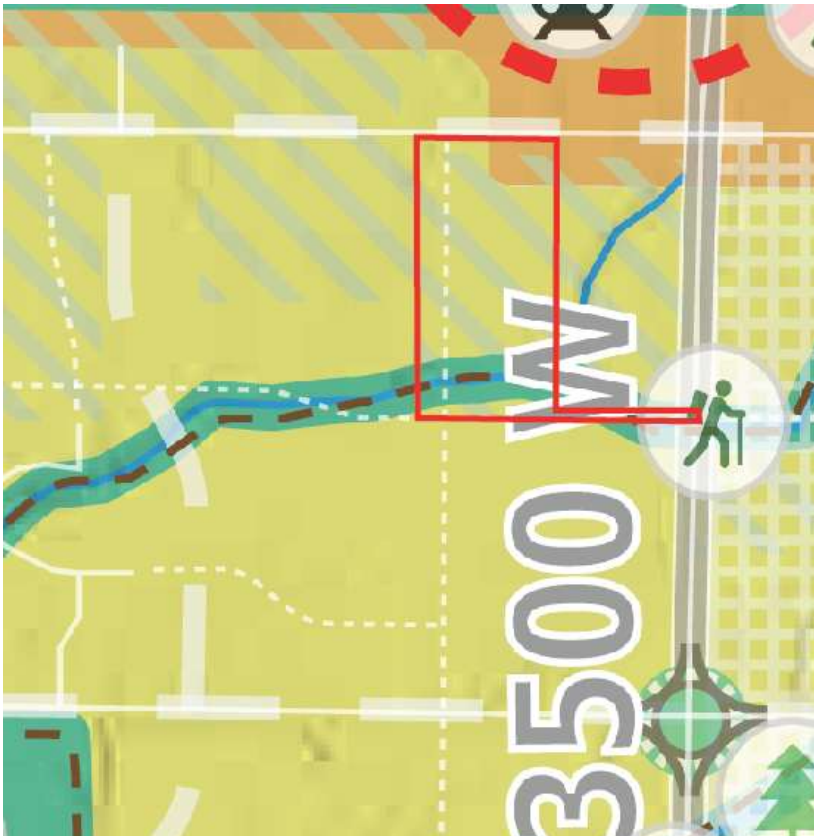
(d) The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, stormwater drainage systems, water supplies, wastewater, and refuse collection.

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 surrounding area, the plan recommends securing 1400 South Street as a minor collector street, and 1600 South Street as a major residential 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 subject property's boundary is generally inconsequential, but it can be observed that the applicant's concept plan provides the recommended connections.

Figure 5: Planned Streets – Western Weber General Plan



Parks and Recreation

The applicant's property may be too small to enable a park of sufficient size to provide for the needs of the greater community. The proximity of the property to the park in the Taylor Landing subdivision provides lends to an opportunity for the applicant to invest in that park on behalf of future homeowners in the proposed development. Thus, the applicant is proposing a $7,500 donation per lot for parks and recreation improvements.

If the adjacent landowners are amendable, staff recommends some of this donation contribute toward securing a temporary easement across the southeast corner of the neighboring property to provide a temporary pathway connection from the 1600 South pathway within the proposed development to the existing pathway on 3725 West within the Stagecoach subdivision. That pathway's connection to an existing pathway on 1800 South will provide a direct pathway link from this proposed development to the park in the Taylor Landing development. See **Figure 6** for a graphic illustration.

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 applicant is proposing to connect to the Taylor West Weber Water Improvement District's culinary line. The district has informed the applicant and the county that an existing six-inch line that serves the area will need to be

upgraded to an eight-inch line, and that the development must be connected to Hooper Irrigation Company's pressurized secondary water system.

Wastewater

The project is proposed to be served by sewer that will be collected by Central Weber Sewer Improvement District.

Refuse Collection

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

Figure 6: Pathway/Park Connections



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

The national wetlands inventory map shows a large central area of the property as potentially being within a wetland area. However, after consultation with the County Engineer, staff has learned that any wetland on the property is likely an error, as the property has been draining into drainage improvements of the Walker Slough for a number of years.

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

Initially, the proposed development will gain access from 1400 South Street and 3500 West Street. The biggest transportation level of service challenge for the proposed development is on 1400 South Street. The applicant will be required to rebuild the property's frontage along 1400 South Street to meet minimum county standards. The development agreement will illustrate the minimum cross section, which will include curb and gutter and a five-foot wide sidewalk. The developer of property west of the subject property has been obligated to install asphalt width on 1400 South Street from that development to 3500 West. The planning commission may want to consider asking the applicant to help fund that portion of asphalt from his property's frontage to 3500 West.

Staff Recommendation

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

1. Concept plan update: provide concept plan amendments for compliance with pathway connectivity standards, including a pathway located on the north side of 1600 South Street.
2. Parks, open space, and trails: Prior to plat recordation, $7,500 should be donated to the Taylor West Weber Parks District. Alternatively, that figure may be reduced by the fair-market cost to acquire and construct a temporary easement and pathway through the southeastern corner of Parcel 15-057-0046 (Owner: Kapp Farm LLC). The pathway shall be at least 10 feet wide and constructed of compacted road base or similar.
3. Weber County's outdoor lighting code should be applied to all lighting in the project.
4. Buildings should be designed with the same general size and architectural styling as those buildings located on Porter Avenue between 21st and 22nd street in Ogden. Such size and design shall include:
    a. No building footprint greater than the largest building footprint in that development

b. Each dwelling shall have a prominent front porch.
c. Each dwelling shall have similar architectural design features and articulation as those dwellings in the Porter Avenue development.
d. Each lot shall provide area for a garage in an accessory building that is no less than 10 feet behind the rear of the dwelling. No front-facing garage doors shall be within 50 feet of the street right of way.

5. Use development agreement should be based on the county's standard template agreement, with all other pertinent information applied therein.

Staff's recommendation is offered with the following findings:

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

Model Motion

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

Motion for positive recommendation as-is:

I move we forward a positive recommendation to the County Commission for File #ZMA2026-09, an application to rezone approximately 20.36 acres of land located at approximately 3655 West 1400 South from the A-1 zone to the R1-15 zone, as generally depicted in today's staff report.

I do so with the following findings:

Example findings:

1. *The changes are supported by the Western Weber General Plan.*
2. *The proposal serves as an instrument to further implement the vision, goals, and principles of the Western Weber General Plan*
3. *The changes will enhance the general health and welfare of Western Weber residents.*
4. *[_____ add any other desired findings here _____].*

Motion for positive recommendation with changes:

I move we forward a positive recommendation to the County Commission for File #ZMA2026-09, an application to rezone approximately 20.36 acres of land located at approximately 3655 West 1400 South from the A-1 zone to the R1-15 zone, as generally depicted in today's staff report, but with the following additional edits and corrections:

Example of ways to format a motion with changes:

1. *Example: Add a requirement for roadside beautification, water wise vegetation, and street art/décor to the development agreement for the two collector streets in the development. Include decorative night sky friendly street lighting at reasonable intervals. 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 of denial to the County Commission for File #ZMA2026-09, an application to rezone approximately 20.36 acres of land located at approximately 3655 West 1400 South from the A-1 zone to the R1-15 zone, as generally depicted in today's staff report. 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 Documents.

ALFONSI-ROPELATO LEGACY PROJECT
18 APRIL 2026 – v1.04
ZONING MAP AMENDMENTS

APPLICATION

Property Address
3699 W 1400 S (approximate 20-acre section with 60ft street outlet East to 3500 W)
Ogden, UT, 84401

Property Owner
Anna Alfonsi (Living Trust)
801-782-6933
salfonsi@yahoo.com

Representative
Shawn Alfonsi
801-597-7733
salfonsi@yahoo.com

Current Zoning
A-1

Number of new lots being created
80

Number of lots affected
1 – 20-acre section

Lot Size
From a 20-Acre section to 68 Lots; 67 lots - 61ft by 135ft (8,200 SqFt), 1 existing farm building lot - 88ft by 121ft, common mailbox area with "Little Italy" plaque - 47ft by 121ft, and 1 Large Retention Pond 32,000 SqFt. Also included is the 60ft by 1320ft access roadway (1600 South) to 3500 W., and a cross road in the middle of the property at 1500 S.

Culinary Water Authority
Taylor-West Weber Water District

Secondary Water Provider
Hooper Irrigation Company

Sanitary Sewer Authority
Central Weber Sewer

Who Signed
Owner Anna Alfonsi representative Shawn Alfonsi

Project Description
Alfonsi-Ropelato Legacy

Parcel Number
15-057-0050

NARRATIVE

This area in West Weber, Utah between 1400 South and 1800 South, from 3500 West to 4700 West was known in the early 1900's as "Little Italy". I'm Anna Alfonsi and at 101-years old I remember all the Italian Immigrant farmers that used to get together every Sunday to eat a meal together and play Bocce or cards at someone's home.

- ***We would like to see my parent's legacy (Balbina/Joe Ropelato) live on through a development project that focuses on building smaller "starter home" type houses with a set number of designs, colors, and fences to choose from, and a required 2-car garage set behind and separate from the house.***
- ***My mother Balbina Ropelato used to say; "It's more important to be happy and raise a family than try to keep up with the Joneses." She raised 3 boys and 1 girl on 1400 South in a house that's 30ft by 30ft and is still in use today. A house that could easily fit into one of the 3-car garages currently being built in adjacent development projects.***

A neighborhood with houses that have a front-porch where people and kids can gather and talk. *We hope to create a plaque near the common mail-box pickup area that will honor the Italians that farmed this area for over 125-years; Ropelato, Martini, Anselmi, Favero, DeGiorgio, Costesso, Bertoldi, Giordano, Della Lucia, Panunzio, Delpias, Rauzi, Tomea, D'Agnillo, Prevedel, and Alfonsi.* We would also like to name the two streets running North to South after two cities in Italy where our families are from; SPERA and CHIOGGIA, Italy.

- ***The southern edge of the lot and the 1320 feet that extends East beyond the 20-acre section to 3500 West would become 1600 South, and would greatly benefit other development projects connectivity to the South and West of our lot. We also included 1500 S to help adjacent properties with connectivity West to East.***

We especially like the home designs on Porter Avenue between 21st and 22nd Street in Ogden, Utah and think they represent the project's goal very well. See photos below.





CONCEPT PLAN

A neighborhood that's focused on building smaller "starter home" type houses with a set number of designs, colors, and fences to choose from, and a required 2-car garage set behind and separate from the house.

From a 20-Acre section to 68 Lots; 67 lots - 61ft by 135ft (8,200 SqFt), 1 existing farm building lot - 88ft by 121ft, common mailbox area with "Little Italy" plaque - 47ft by 121ft, and 1 Large Retention Pond 32,000 SqFt. Also included is the 60ft by 1320ft access roadway (1600 South) to 3500 W., and a cross road in the middle of the property at 1500 S.

18April2026: Landmark Surveyors is revising original 80-lot plan to 68-lot plan, and diagram below is accurate.



Layout based on a Re-zone to R1-15 which is what the subdivision to the Southwest is zoned.

STREET and PATHWAY CONNECTIVITY PLAN

We're doing something similar to the MARTINI LEGACY Project which is ¼ of a mile West on the same 1400 South as our lot, with the two-street layout off of 1400 South that run North to South. ***OUR ADDED ADVANTAGE is we have full ownership and access to extending the southern end of the lot to become the future 1600 South all the way East to 3500 West.***

- The southern edge of the lot and the 1320 feet that extends East beyond the 20-acre section to 3500 West would become 1600 South, and would *greatly benefit the current development projects connectivity to the South and West of our lot*.

Although the connectivity diagram below is hand-drawn, it provides a very good high-level view of the surrounding lots and people know immediately what it is. In other words, EASY to UNDERSTAND and USE.

We're matching both the 1500 S (blue line) and 1575 S (yellow line, orange line with curve, white line) roads that are in the Martini Legacy project all the way over to 3500 W, and we've had conversations with the Kapp's and they confirm they like that connectivity through their lot as well. We'll create the curve to 1600 S and over to 3500 W on our lot. The Stagecoach Estates connects nicely through Kapp's lot (tan lines), and the lot south of us (tan lines) ties in nicely North to South.





View East from Martini Legacy Project:



PARKS and RECREATION PLAN

We would like to select the alternative to donate $7500 to the Parks for their General Open Space fund.

- *The Mormon ward being developed on the corner of 1400 S and 3500 W is also a nice coincidence on the adjacent 5-acre lot.*

We know that the 1.8-acres that extend East past our 20-acre section on the southern edge of the lot not only benefits our project (60ft by 1320 ft), but ***will also benefit at least a half dozen future projects to the South and West with key access to 3500 West****.*

- ***Hopefully this will count as an additional positive consideration for Weber County to approve our rezoning application for 68-lots. Not exactly "OPEN SPACE" but the nearly 2-acres is a huge benefit for all the new development going on between 1400 South and 1800 South.***
- ***Also, as part of that rezoning consideration is including a crossroad at 1500 S in the middle of the lot that will help adjacent properties West to East connectivity for the Kapp's, Ropelato's, and Greenwell's.***

CULINARY and SEWER PLAN

This area in West Weber, Utah is CURRENTLY going through several very large HOUSING PROJECTS, the closest being the MARTINI LEGACY Project (116 lots) which is ¼ of a mile West on the same 1400 South as our lot, and has a similar two-street layout off of 1400 South that run North to South.

Also, directly adjacent to our lot, on the corner of 1400 South and 3500 West is a development project slanted to be completed in 2026 for a 5-acre The Church of Latter-day Saints WARD.

And the Stagecoach Estates project (121 lots) which is adjacent and Southwest of our lot.

We currently own 11.5 Shares of Hooper Irrigation Company secondary water; 7 to 8 shares used for this development of approximately 15-acres once the 5-acres of roadways and retention pond is taken into consideration (½ Share per Acre).

The Taylor-West Weber Water District and Central Weber Sewer will work with the developer to create a plan.

ACKNOWLEDGEMENT LETTERS

1. ***Taylor West Weber Culinary***; Ryan Rogers, Manager, 3/30/2026 – See Letter below.

TAYLOR WEST WEBER WATER DISTRICT

2815 WEST 3300 SOUTH
WEST HAVEN, UTAH 84401
801-731-1668
3/30/2026

Weber County Planning Commission
2380 Washington Boulevard
Ogden, Utah 84401

To Whom It May Concern:

This is to inform you that Taylor West Weber Water District (the "District") has the ***Ability To Serve*** and that the District has the capacity to provide **only** culinary water for the property close to 3600 W. 1400 S. Taylor Utah. the developer may have a total of 80 eru's. The property rezone is being proposed by Shawn Alfonsi. The District has a 6" water line on 1400 S. This waterline will need to upgraded to an 8" waterline for fire suppression purposes. Pressurized secondary water must be provided by Hooper Irrigation Company. This is simply an ability to serve letter and an acknowledgement of the rezone request. A concept plan has been provided. For subdivision approval plans must be submitted and approved by the Board and District engineer, all District requirements must be met.

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

Taylor West Weber Water District reserves the right to make or modify the level of service based on the engineering review and/or other circumstances that may arise before subdivision approval is issued. Fees and requirements are subject to change based on impact studies and engineering review.

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

Sincerely,

Expires 9/30/2026.

Ryan Rogers – Manager

Taylor West Weber Water District

Central Weber Sewer; Clay Marriott, Project Manager, 4/1/2026 – See Letter below.

Central Weber Sewer Improvement District

April 1, 2026

Charlie Ewert
Weber County Planning Commission
2380 Washington Blvd #240, Ogden, UT 84401

SUBJECT: Alfonsi-Ropelato Legacy Project
Sanitary Sewer Service
Will Serve Letter

Charlie:

At the request of Anna Alfonsi, we have received a will serve letter request for Alfonsi-Ropelato Legacy Project an 80 residential lot development located at approximate address of 3699 W. 1400 S. We require annexation into the district and offer the following comments regarding Central Weber providing sanitary sewer service.

1. At this time, the District has the capacity to treat the sanitary sewer flow from this subdivision. Inasmuch as the system demand continuously changes with growth, this assessment is valid for three (3) years from the date issued on this letter.

REQUIREMENTS for MASTER PLANNED COMMUNITIES

- Concept Development Plans - N/A.
- Traffic Impact Analysis - N/A.
- Cost Benefit Analysis - N/A.
- Recreation Facilities Plan - N/A.
- Seasonal Workforce Housing Plan - N/A.
- Density Calculation Analysis - (20.36-acres X 43560)/15000=59.125 Lots.
    - ***Requesting consideration for 9 additional lots for road access to 3500 S and crossroad at 1500 S.***
- Thematic Renderings - N/A.

EXHIBIT B

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

and

[Master Developer Name]

Commented [A1]:
Note to staff:

After editing this document for a specific development, run a compare (Review>Compare) with this template to verify edits do not accidentally omit items or change references.

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Commented [A2]: Need to make sure this table is updated before finalizing any agreement.

Make sure the section titles in the doc use the "Heading 1" format: Home>Styles

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DEVELOPMENT AGREEMENT

Development Name

Commented [A3]: Variable

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

Commented [A4]: Variable

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*;

Commented [A5]: Variable

Commented [A6]: Variable

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 *[Prior Zone]* and Master Developer desires to rezone the Property to the *[Proposed Zone]* zone consistent with the terms and provisions contained herein;

Commented [A7]: Variable

Commented [A8]: Variable

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-*[X]*** are hereby incorporated into this Agreement.

Commented [A9]: Variable.

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.

2.2.3.1 Automatic Renewal. *If prior to the expiration of this agreement Master Developer has not been notified of any Default, or if any Default has been satisfactorily cured or is in the process of being satisfactorily cured as provided herein, then this Agreement shall be automatically extended for an additional ____ years.*

Commented [CE10]: Ensure the rezone ordinance template addresses this.

Commented [A11]: Variable

Commented [A12]: Variable. Insert project-specific details.

2.2.3.2. ***Reserved.***

Commented [A13]: Reserving for future use. I.E. recurring renewals, etc.

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 *[name of Master Developer]* or its Assignees as provided in **Section 11.4** of this Agreement.

3.22. **Modification Application** means an application to amend this Agreement.

3.23. **Non-County Agency** means a governmental entity, quasi-governmental entity, or water or sanitary sewer authority, other than those of the County, which has jurisdiction over the approval of any aspect of the Project.

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

3.25. **Outsourc[e][ing]** means the process of the County contracting with County Consultants to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this Agreement.

3.26. **Owner** means *the same as Master Developer.*

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**

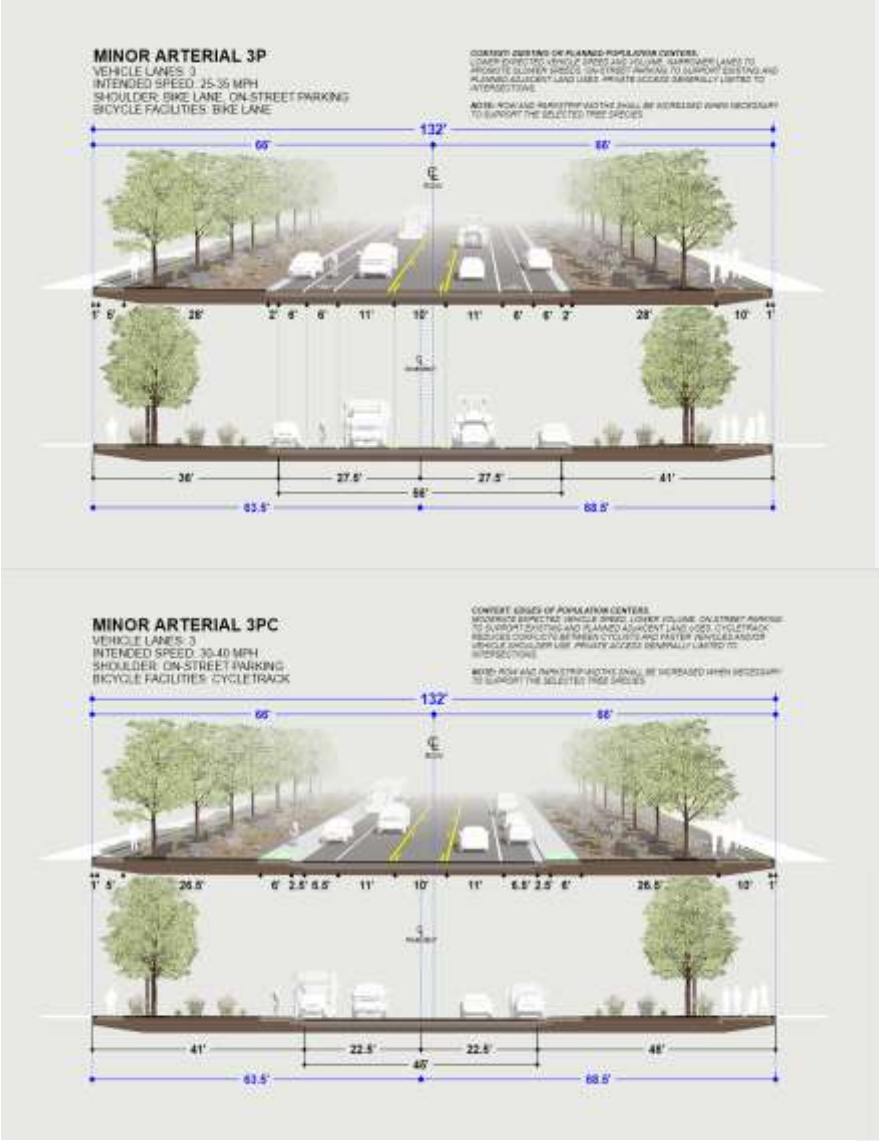
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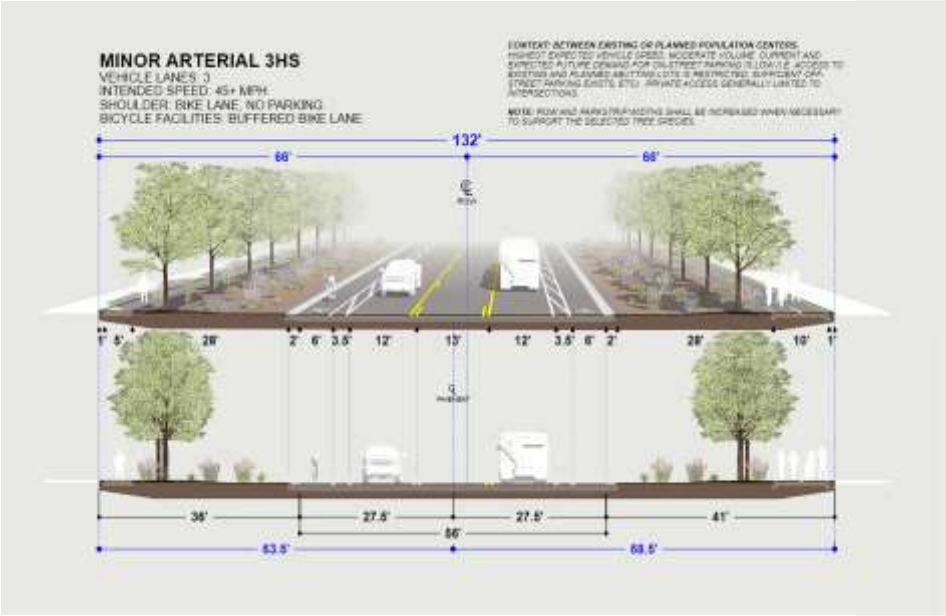
Commented [A15]: Variable. If owner is different, consider the following text or similar:

Owner *means the owner of the Property as of the Effective Date of this Agreement. If different than Master Developer, the owner's execution of this Agreement constitutes the owner's agreement to be held jointly responsible for Master Developer's responsibilities pursuant to this Agreement, and any reference to Master Developer is also a reference to the owner.*

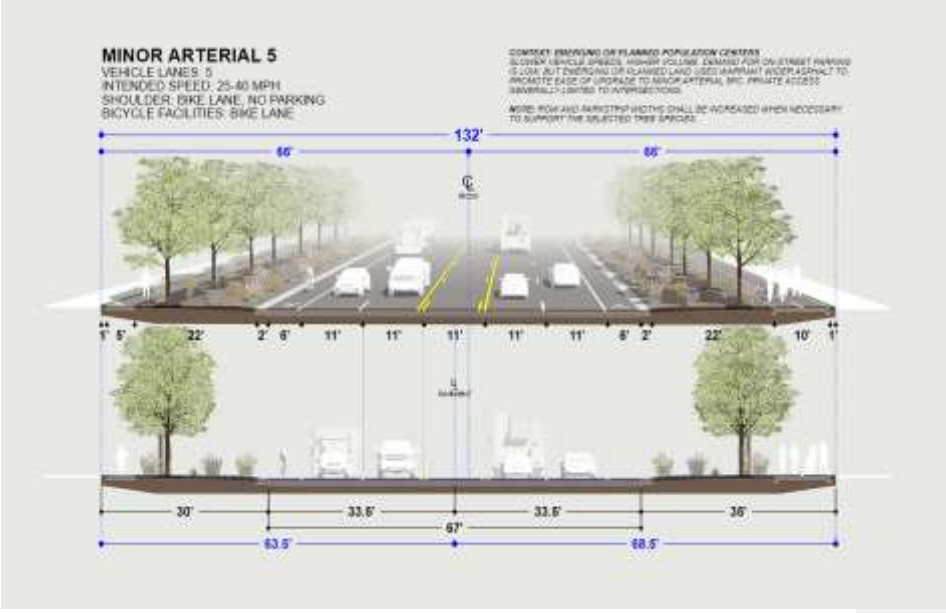
Commented [A16R15]: (Courtlan) I don't see "Owner" (capitalized) used anywhere but the signature block. Is that right? If so, then this definition could just be omitted and replaced with "Reserved" if the Master Developer is the Owner, right?

Cross Sections or

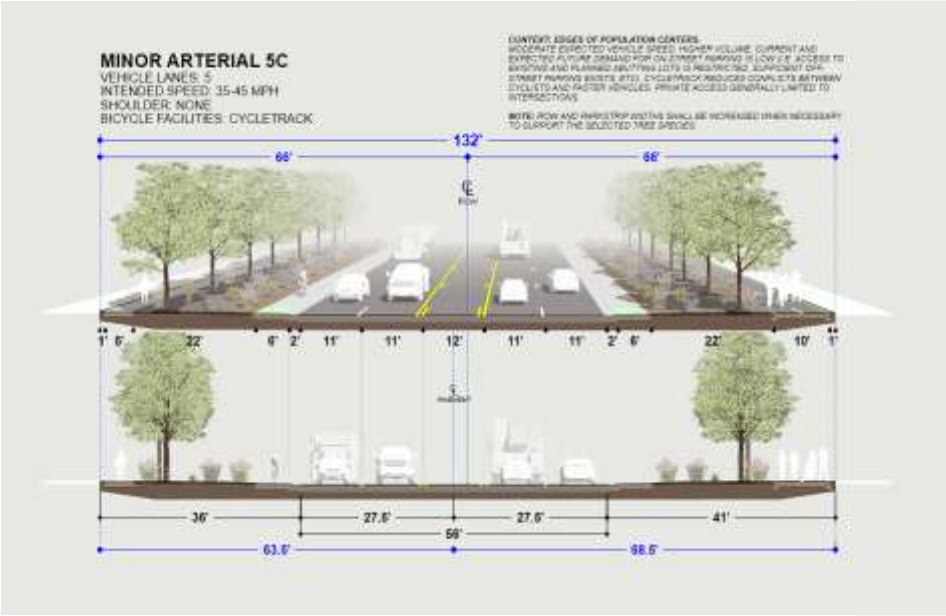



MINOR ARTERIAL 3HS
VEHICLE LANES: 3
INTENDED SPEED: 45+ MPH
SHOULDER: BIKE LANE, NO PARKING
BICYCLE FACILITIES: BUFFERED BIKE LANE
CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS
132'
66'
66'
1' 5' 28' 2' 6' 3.5' 12' 15' 12' 3.5' 6' 2' 28' 10' 1'
36' 27.5' 27.5' 41'
86'
63.5' 68.5'

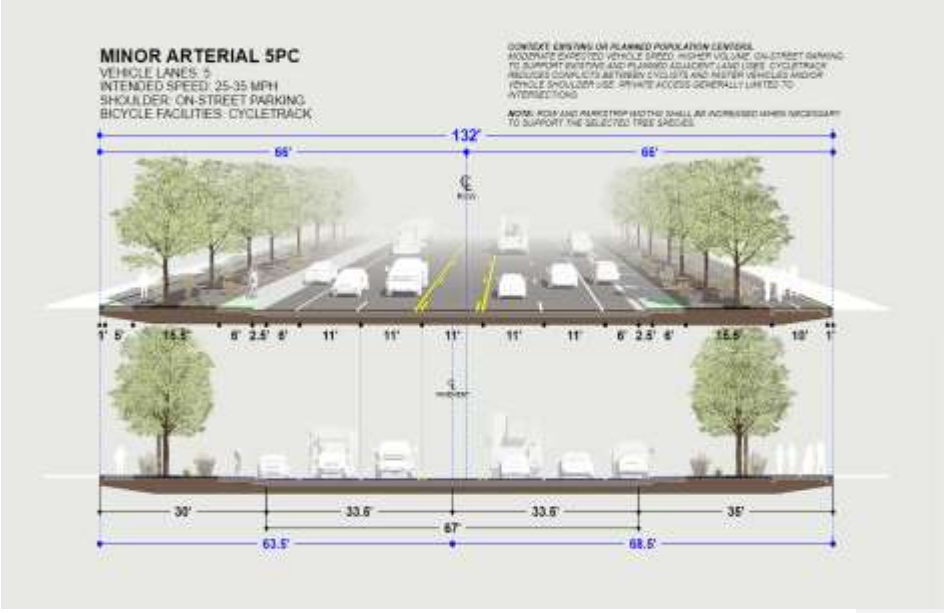
3.30.


MINOR ARTERIAL 5
VEHICLE LANES: 5
INTENDED SPEED: 25-40 MPH
SHOULDER: BIKE LANE, NO PARKING
BICYCLE FACILITIES: BIKE LANE
CONTEXT: EMERGING OR PLANNED POPULATION CENTERS
132'
66'
66'
1' 5' 22' 2' 6' 11' 11' 11' 11' 11' 6' 2' 22' 10' 1'
30' 33.5' 33.5' 36'
67'
63.5' 68.5'

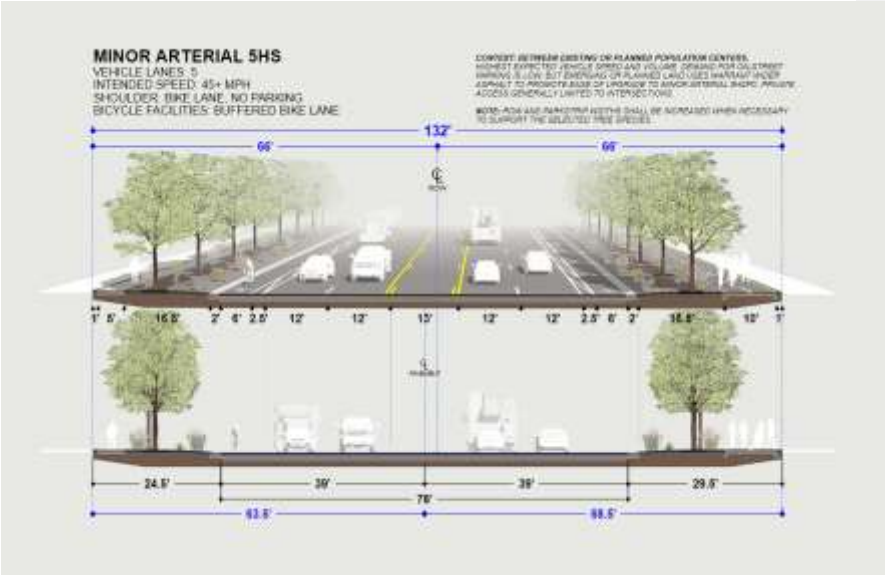
3.31.


MINOR ARTERIAL 5C
VEHICLE LANES: 5
INTENDED SPEED: 35-45 MPH
SHOULDER: NONE
BICYCLE FACILITIES: CYCLETRACK
132'
66'
66'
1' 6' 22' 6' 2' 11' 11' 12' 11' 11' 2' 6' 22' 10' 1'
36'
27.5'
27.5'
41'
56'
63.5'
68.5'

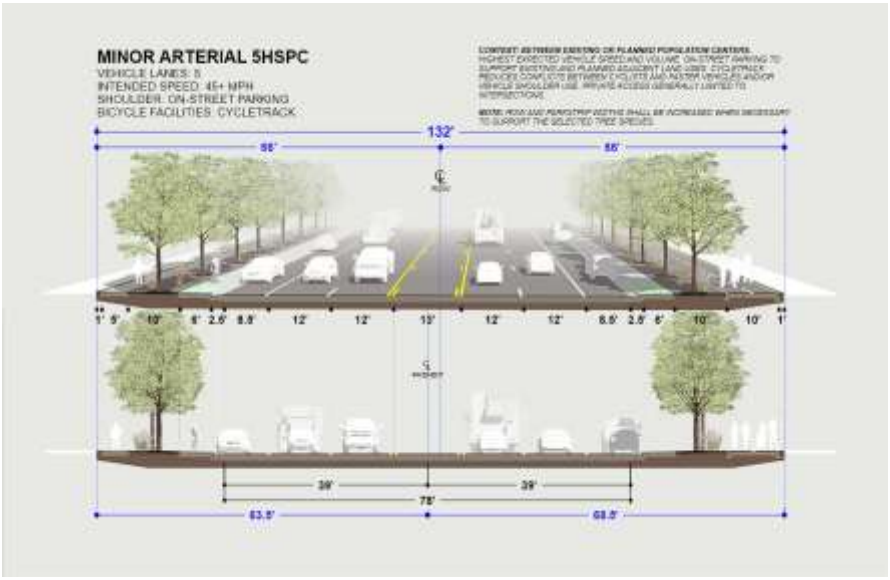
3.32.


MINOR ARTERIAL 5PC
VEHICLE LANES: 5
INTENDED SPEED: 25-35 MPH
SHOULDER: ON-STREET PARKING
BICYCLE FACILITIES: CYCLETRACK
132'
66'
66'
1' 6' 15.5' 6' 2.5' 6' 11' 11' 11' 11' 11' 6' 2.5' 6' 15.5' 10' 1'
30'
33.5'
33.5'
35'
67'
63.5'
68.5'

3.33.



3.34.



Major Arterial Streets shall be labeled with an "F" on the Master Plan and shall be designed per the department of transportation specifications.

3.35. Exhibit F – Non-Street-Adjacent Pathway Cross Section of this Agreement and any other requirements of the County Engineer.

3.36. **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.

3.37. **Planning Commission** means the Planning Commission for the area in which the Property is located.

3.38. **Prior Zone** means the zone in effect prior to the rezone to which this Agreement is linked.

3.39. **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.

3.40. **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.**

3.41. **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.

Commented [CE17]: Add "community forestry and public spaces tax in this agreement and check it against these provisions

3.42. **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.

3.43. **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.

3.44. **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.

3.45. **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.

3.46. **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.

3.47. **Subdivision** means the division of any portion of the Project into a subdivision pursuant to the Act and/or the Code.

3.48. **Subdivision Application** means the application to create a Subdivision.

3.49. **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.

Commented [CE18]: Variable

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 *[new]* zone *that complies with the connectivity requirements of Code* ***Section 106-2-1.020***.

Commented [A19]: Variable.

Commented [A20]: Variable. Enter new zone.

Commented [A21]: Variable. Explain what is unique about this development in relation to others.

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. *[___]* total single-family dwelling units.

8.1.2. *[___]* [project-specific] units.

8.1.3. *[Additional project-specific details.]*

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

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

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

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

8.2.4. **Public Park Open Space.** Each Phase shall include its proportionate share of Public Park Open Space area and Improvements including, if applicable, pathways and trailheads. Each Phase shall provide for the platting and installing of a proportionate share of Public Park Open Space area and Improvements, even if such area or Improvements are not within or immediately adjacent to the subject Phase. Developer may propose which Public Park Open Space area and Improvements are provided for each Phase; however, the County has full discretion to require other Public Park Open Space area and Improvements if the County determines it is in the best interest of the community.

8.3. **Street Connectivity.** Master Developer hereby volunteers and agrees to follow the minimum street and pathway connectivity standards as provided in **Section 106-2-1.020** of the Code. The County also agrees that the conceptual street layout illustrated in **Exhibit C – Concept Plan** satisfactorily complies with that code section.

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

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

8.4.2. **Project-Specific Right-of-Way Dedication.**

8.4.2.1. **Reserved.**

8.4.2.2. **Reserved.**

8.5. **Street Improvements.** Streets in or immediately adjacent to the Project shall be designed and

Commented [CE22]: Alternative:

Project Density. *In exchange for the benefits offered by the Master Developer in this Agreement, County agrees to allow Master Developer to create a residential subdivision at the density allowed by the Code for the R1-15 zone. Using the density allowed by the R1-15 zone, County agrees to allow the Property's entire acreage, including that in the O-1 zone, to be included in the density calculation.*

Commented [A23]: Variable. Enter "reserved" for this paragraph if not applicable.

Commented [A24]: Variable. Enter "reserved" for this paragraph if not applicable.

Commented [A25]: Variable. Enter the other type(s) of residential units allowed in the development.

Commented [A26]: Variable. Insert project-specific details. Add as many sections below as may be needed.

Commented [A27]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [A28]: Variable. Insert project-specific details.

Commented [A29]: Variable. Insert project-specific details. Add as many subsections below as may be needed.

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. **Reserved.**

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

Commented [A30]: Saving space for future use if needed.

Commented [A31]: Variable. Enter "reserved" for this section if not applicable.

Commented [A32]: Variable. Insert project-specific details.

*[**Example:** _____ **Street.** Master Developer shall escrow the total value to acquire and construct _____ Street to county standards and in a manner that connects this development to the existing portion of _____ Street to the West. This escrow shall be reevaluated and updated/replenished by the Master Developer annually to compensate for market fluctuations and inflation.]*

Commented [A33]: Variable. Insert project-specific details. Add as many subsections below as may be needed.

Commented [A34]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [A35]: Variable. Insert project-specific details.

Commented [A36]: Variable. Insert project-specific details. Add as many sections below as may be needed.

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 a 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 employ or 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, reasonable costs for tree replacements, and reasonable costs required for the County to operate such tree planting program. Cost for tree replacement shall be based on the average rate of establishment failure of the tree species 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.

8.5.7.2.2. For this alternative, County agrees to waive the required warranty period for the trees.

8.5.7.2.3. 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 constitutes an appropriate and operating irrigation mechanism.

8.5.7.2.4. 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.

8.5.7.2.5. 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.

8.5.7.2.6. Master Developer agrees that regardless of the escrowed amount and regardless of the submitted or approved tree or landscaping plan, that the County has sole discretion over the number and type of trees planted within the development provided that the funds shall be used for reasonable costs associated with

8.5.7.2.7.

8.5.7.2.8. . Master Developer agrees that this is 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 street tree requirements of the Code or of Section 8.5.7.1.

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

Commented [A37]: Insert park strip landscaping reqs into street x sections and remove from here:

Except around the base of a tree (root area), Master Developer shall place six-inch plus angular rock, 10-inches deep, in each parkstrip, with a weed barrier beneath.

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 15 lots or dwelling units on a single access street or route of streets before a second egress is installed. The second egress shall not loop back on any part of the single access street or route of streets.

8.5.10.2. 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.

8.6.3. 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

Commented [A38]: Variable. Enter "reserved" for this section if not applicable.

Commented [A39]: Variable. Reserved for substandard street provisions.

8.5.7.1. Substandard Streets. *The Parties agree that _____ is a substandard street pursuant to the Code Section 108-7-19. As such, Master Developer agrees to comply with _____.*

Commented [A40]:
Use this if developer has offered a significant upsizing contribution such as extensive lengths of upsized streets that would not otherwise be generally expected to get the rezone.

8.5.7.2 Street Upsize Compensation. *County agrees to compensate, in a manner mutually determined appropriate by the Parties, Master Developer for the incremental or additive cost of upsizing street facilities. For example, if an upsize to a street increases Master Developer's costs by 10% but adds 50% more capacity, the County shall only be responsible to compensate Master Developer for the 10% cost increase. The County has the right to choose the acceptable compensation method including but not limited to reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Such compensation method and, if necessary, agreement(s) are not a part of this Agreement.*

Commented [A41]: Variable. Insert project-specific details.

Example: _____ Street Right of Way Reimbursement. The Master Developer and County understand that the County incurred a cost to acquire the expanded right-of-way along _____ Street to the benefit of this Project. Prior to the recordation of the first subdivision plat in the Project, Master Developer agrees to reimburse the County f ...

Commented [A42]: Variable. Insert project-specific details. Add as many sections below as may be needed.

Commented [A43]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [A44]: Variable. Insert project-specific details.

Commented [A45]: Variable. Insert project-specific details. Add as many sections below as may be needed.

Commented [CE46]: Alternative:

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

the intended location of the valve box(es). The controller shall be installed on the lot prior to issuance of a certificate of occupancy.

8.6.4. **Project-Specific Water-Wise Requirements.**

8.6.4.1. 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.

8.6.4.2. **Reserved.**

8.6.4.3. **Reserved.**

8.7. Utilities.

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

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

8.7.2.1. **No Sewer Service from County.** *[Insert language from note if county will not provide sewer service of any kind.]*

8.7.2.2. **Sewer Collection Service from County.** *[Insert language from note if county will provide sewer service of some kind.]*

8.7.2.3. **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.

8.7.2.2. **Reserved.** *[see note.]*

8.7.2.3. **Reserved.** *[see note.]*

8.7.2.4. **Project-Specific Sanitary Sewer Requirements.**

8.7.2.4.1. Reserved.

Commented [A47]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [A48]: Variable. Insert project-specific details.

Commented [A49]: Variable. Insert project-specific details. Add as many sections below as may be needed.

Commented [A50]: Insert if true:

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

Commented [A51]: ***Sewer Collection Service from County.*** *County agrees to allow the Project to be connected to County's sewer collection system, provided compliance with this Agreement and the Code; and provided compliance with County standards, which may be updated from time-to-time.*

Commented [A52]: ***8.7.2.5 Sewer Lift Station and Pressurized Collection Lines.*** *Master Developer agrees to install, or cause to be installed, a sewer lift station on the property, or in the general vicinity as generally shown on the County's sewer master plan, and a pressurized sanitary sewer main to convey the lift station area's anticipated future volume of sewage to an existing gravity-flow sewer main. The facilities shall be sized to serve the entire lift station area, as shown on the County's sewer master plan or as otherwise required by the County Engineer.*

Commented [A53]:
Use this if developer has offered a significant upsizing contribution such as a regional lift station or extensive lengths of upsized pipes that would not otherwise be generally expected to get the rezone.

8.7.2.6 Sewer Upsize Compensation. *County agrees to compensate, in a manner mutually determined appropriate by the Parties, Master Developer for the incremental or additive cost of upsizing sewer facilities. For example, if an upsize to a pipe increases Master Developer's costs by 10% but adds 50% more capacity, the County shall only be responsible to compensate Master Developer for the 10% cost increase. The County has the right to choose the acceptable compensation method including but not limited to reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Such compensation method and, if necessary, agreement(s) are not a part of this Agreement.*

Commented [A54]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

8.7.2.4.2. Reserved.

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

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

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

8.7.4.2. Reserved. *[see note.]*

8.7.4.3. Project-Specific Stormwater Requirements.

8.7.4.3.1. Reserved.

8.7.4.3.2. Reserved.

8.7.5. **Project-Specific Utility Requirements.**

8.7.5.1. Reserved.

8.7.5.2. Reserved.

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

8.8.1. ***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 [Park District] ("Park 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*

Commented [A55]: Use this if developer has offered a significant upsizing contribution such as a large community basin or extensive lengths of oversized piping. Etc.

8.7.4.2 Stormwater Upsize Compensation. *County agrees to compensate, in a manner mutually determined appropriate by the Parties, Master Developer for the incremental or additive cost of upsizing stormwater facilities. For example, if an upsize to a pipe increases Master Developer's costs by 10% but adds 50% more capacity, the County shall only be responsible to compensate Master Developer for the 10% cost increase. The County has the right to choose the acceptable compensation method including but not limited to reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Such compensation method and, if necessary, agreement(s) are not a part of this Agreement.*

Commented [A56]: Variable. Insert project-specific details.

Commented [A57]: Variable. Insert project-specific details. Add as many sections below as may be needed.

Commented [A58]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [A59]: Variable. Insert project-specific details.

Commented [A60]: Variable. Insert project-specific details. Add as many sections below as may be needed.

Commented [A61]: Review with Parks

Commented [A62]: Variable. Enter "reserved" for this section if not applicable. Use either donation or dedication. Or both if being proposed and acceptable to the Park District.

Commented [A63]: Variable. Update as needed.

Commented [A64]: Variable.

prior to recordation of a subdivision plat. Master Developer hereby relinquishes control over how the County spends the donated funds, provided that the funds shall be used for reasonable costs associated with providing Public Park Open Space or recreational trails in an unincorporated area of the County. 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.

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

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

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

8.8.2.3. Publicly Accessible Private Parks. *When allowed, the acreage of a private park that is continuously open for public use may be counted toward the minimum required Public Park Open Space, provided compliance with the following.*

8.8.2.3.1. *Master Developer shall provide County with a written recommendation on this matter from the Park District.*

8.8.2.3.2. *The private park shall be open for use by the general public from sunrise until dusk or 9:00 PM daily, whichever is earlier, excluding reasonable closures for emergencies, maintenance, replacement, or repair; and*

8.8.2.3.3. *The private park shall be operated and maintained by a professional management company that is funded by the owners in the Project.*

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

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

8.8.2.6. Weber River Corridor Park. *Unless specified otherwise herein, the width of the Weber River Corridor Park shall be no less than 300 feet from*

Commented [A65]: Variable. Enter "reserved" for this section if not applicable. Use either donation or dedication. Or both if being proposed and acceptable to the Park District.

Commented [A66]: Variable.

Commented [A67]: Variable. Enter "reserved" for this section if not applicable.

Commented [A68]: Variable.

ordinary high water edge of the Weber River, and shall span the entirety of the Property along the river.

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

8.8.2.8. ***Project-Specific Parks or Open Space Dedication.***

8.8.2.8.1. ***Reserved.***

8.8.2.8.2. ***Reserved.***

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

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

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

8.8.3.1.2. ***ADA Access.*** *ADA accessibility from parking areas to all restrooms, ramps, benches, and along the paved pathway.*

8.8.3.1.3. ***Restroom.*** *One restroom building with no less than two private toilet rooms.*

8.8.3.1.4. ***Pavilion.*** *325 square feet of covered pavilion area per acre of developed park. There shall be no less than two picnic tables with attached benches for every 325 square feet of pavilion area (fractions may be rounded down to the nearest whole number). Restrooms and storage/mechanical area may be connected to the pavilion structure, but are not counted as pavilion area.*

8.8.3.1.5. ***Playground.*** *600 square feet of playground area per each acre of developed park with typical playground ground cover. At least 10 percent of the playground area shall be playground equipment. Playground equipment area shall be measured from the outside boundary of the footprint of the playground equipment when viewed from above.*

8.8.3.1.6. ***Park Perimeter Pathway.*** *The perimeter of the park shall be encircled with a Pathway, the standards for which are depicted in*

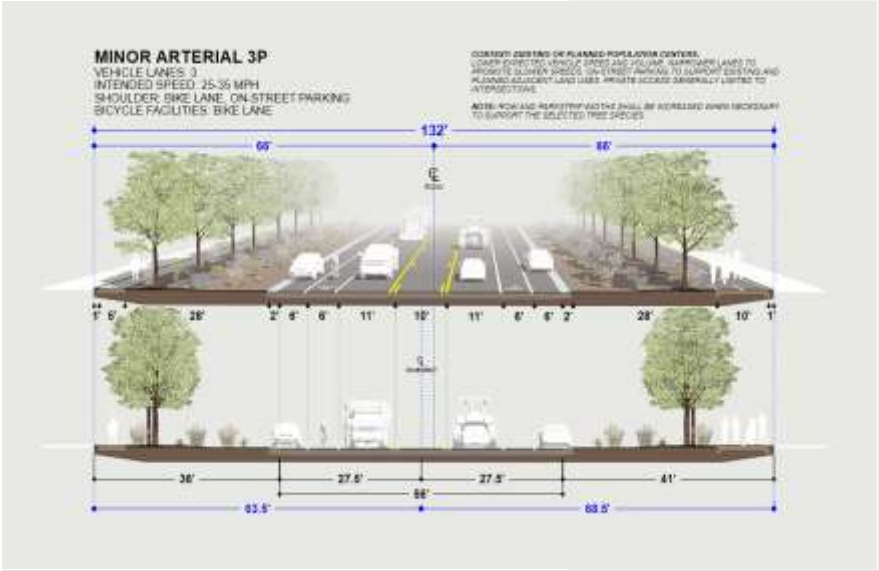
Commented [A69]: Variable. Enter “reserved” for this section if not applicable.

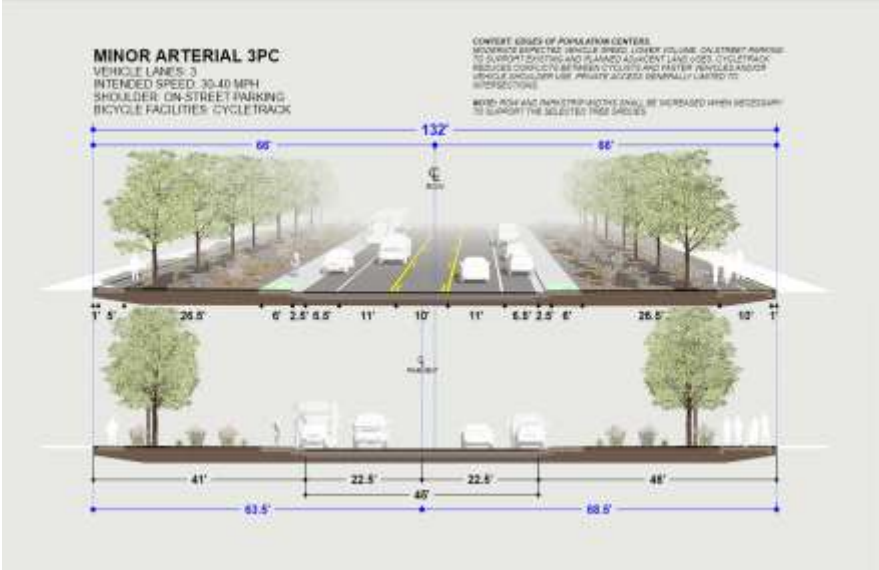
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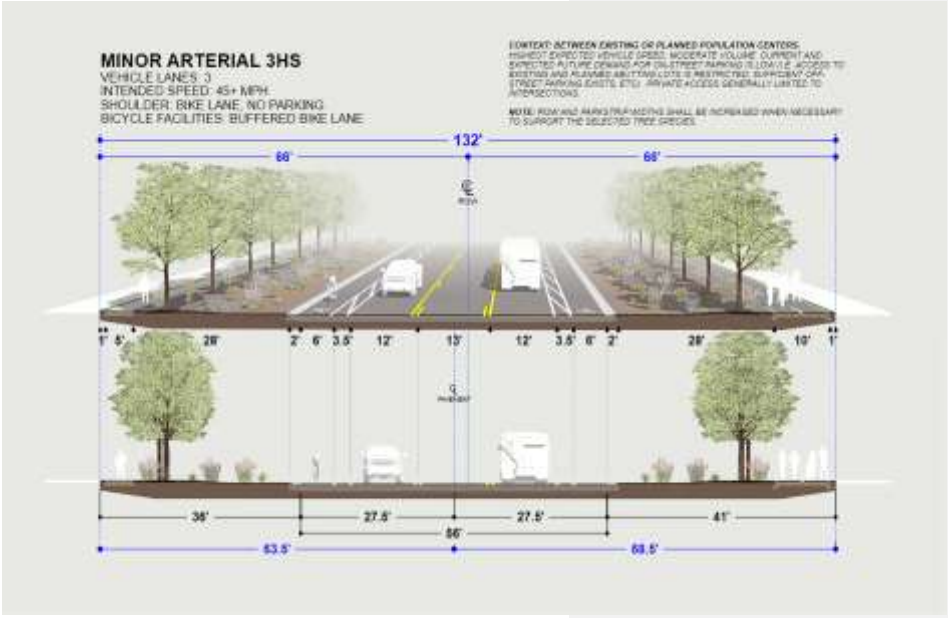
Commented [A71]: Variable. Insert project-specific details. Add as many subsections below as may be needed.

Commented [A72]: Variable. Enter “reserved” for this section and delete all subsections if all subsections are “reserved.”

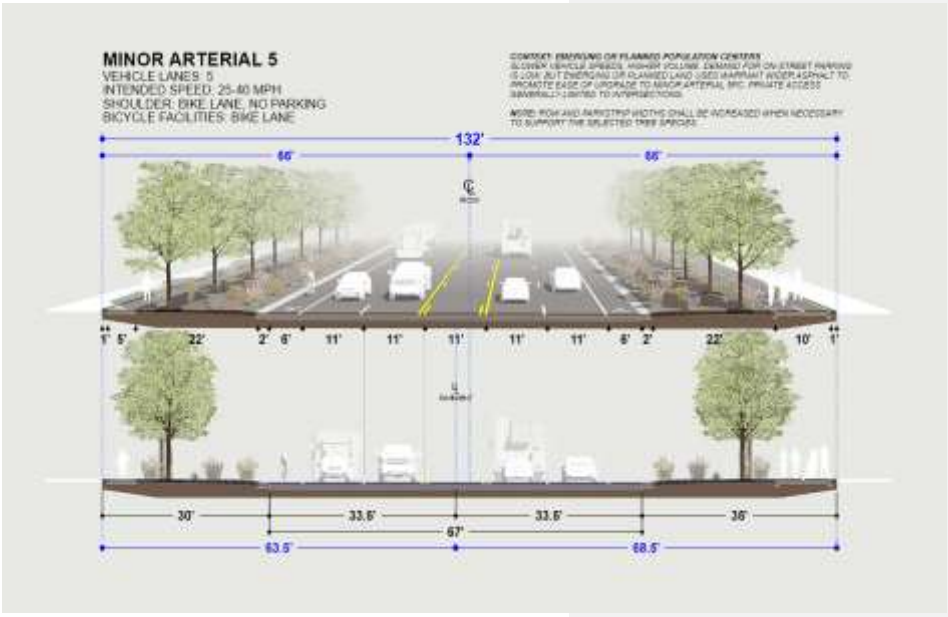
Commented [A73]: See park district’s proposed amendments.


MINOR ARTERIAL 3P
VEHICLE LANES: 3
INTENDED SPEED: 25-35 MPH
SHOULDER: BIKE LANE, ON-STREET PARKING
BICYCLE FACILITIES: BIKE LANE
132'
66'
66'
1' 5' 28' 2' 6' 6' 11' 10' 11' 6' 6' 2' 28' 10' 1'
36' 27.5' 27.5' 41'
55'
83.5' 83.5'

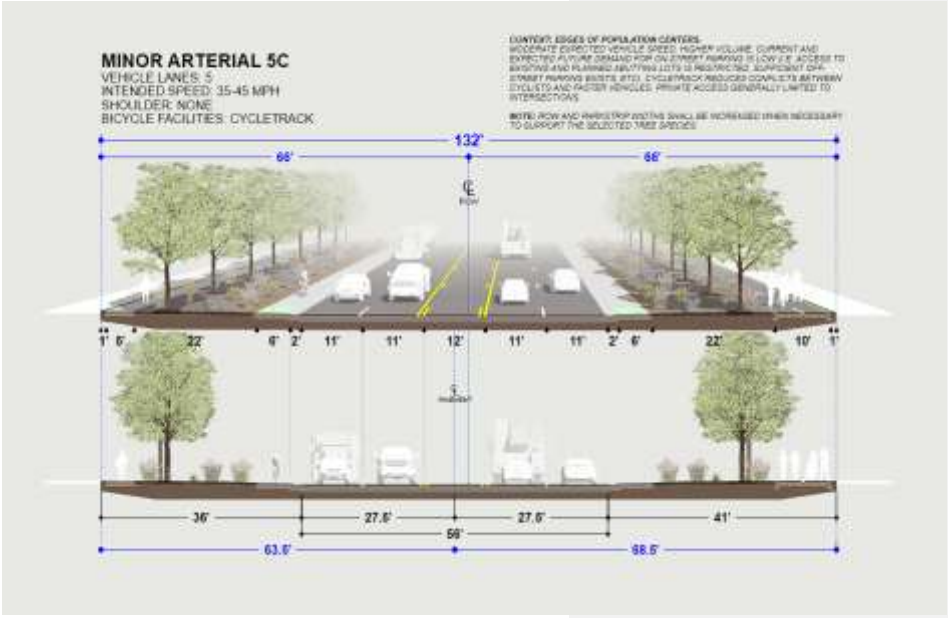

MINOR ARTERIAL 3PC
VEHICLE LANES: 3
INTENDED SPEED: 30-40 MPH
SHOULDER: ON-STREET PARKING
BICYCLE FACILITIES: CYCLETRACK
132'
66'
66'
1' 5' 26.5' 6' 2.5' 6.5' 11' 10' 11' 6.5' 2.5' 6' 26.5' 10' 1'
41' 22.5' 22.5' 41'
45'
83.5' 83.5'


MINOR ARTERIAL 3HS
VEHICLE LANES: 3
INTENDED SPEED: 45+ MPH
SHOULDER: BIKE LANE; NO PARKING
BICYCLE FACILITIES: BUFFERED BIKE LANE
132'
66'
66'
1' 5' 28' 2' 6' 3.5' 12' 13' 12' 3.5' 6' 2' 28' 10' 1'
36'
27.5'
27.5'
41'
86'
63.5'
68.5'

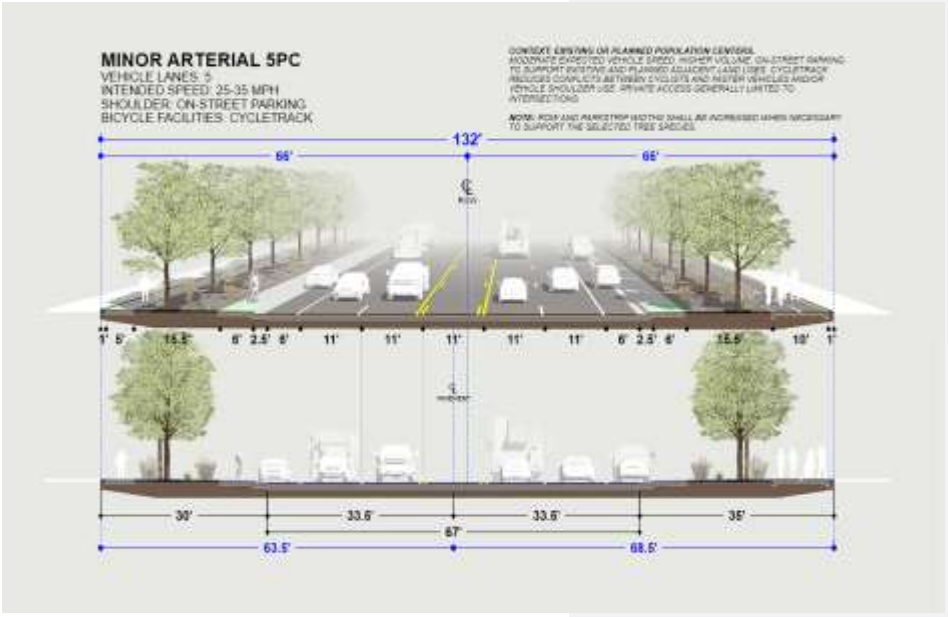
8.8.3.1.7.


MINOR ARTERIAL 5
VEHICLE LANES: 5
INTENDED SPEED: 25-40 MPH
SHOULDER: BIKE LANE; NO PARKING
BICYCLE FACILITIES: BIKE LANE
132'
66'
66'
1' 5' 22' 2' 6' 11' 11' 11' 11' 11' 6' 2' 22' 10' 1'
30'
33.5'
33.5'
36'
67'
63.5'
68.5'

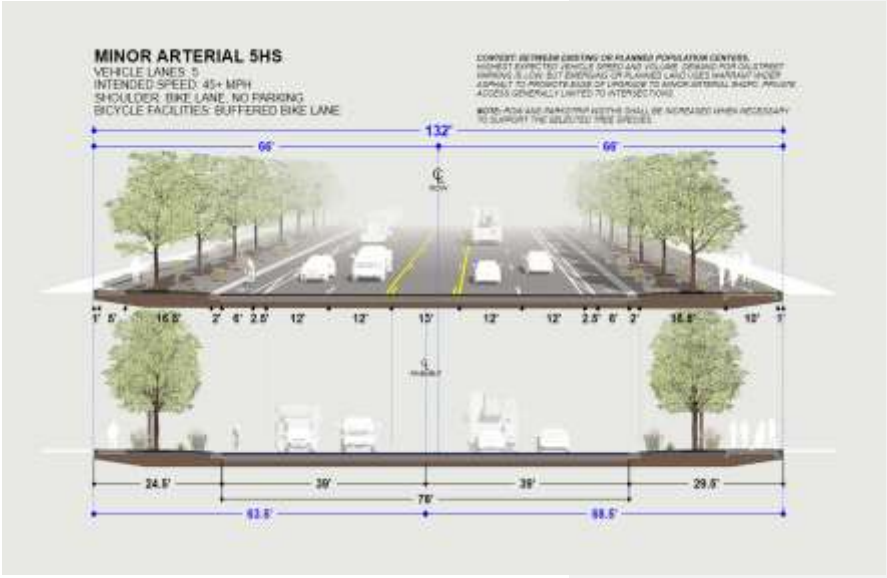
8.8.3.1.8.



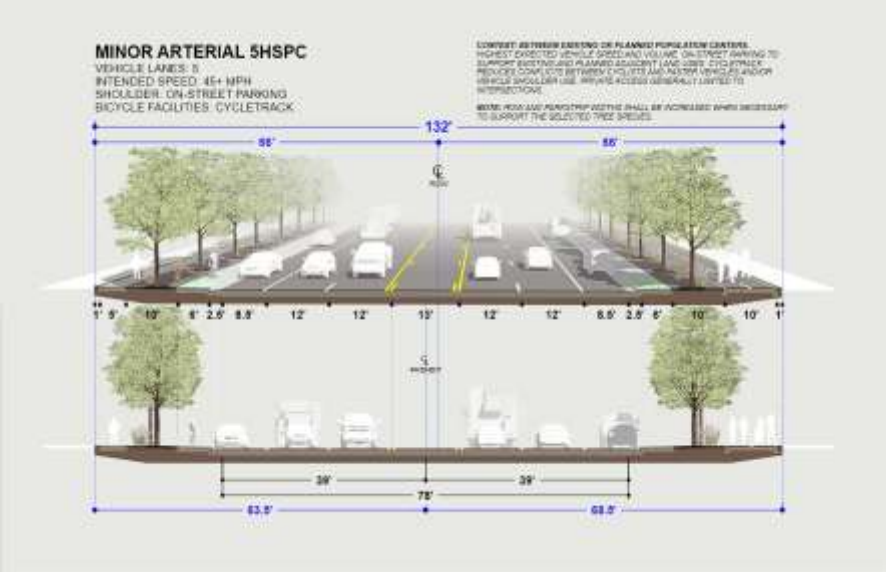
8.8.3.1.9.



8.8.3.1.10.



8.8.3.1.11.



Major Arterial Streets shall be labeled with an "F" on the Master Plan and shall be designed per the department of transportation specifications.

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

8.8.3.1.12.1. ***Benches.*** *At least one pathway-adjacent bench shall be installed every 500 feet along the pathway.*

8.8.3.1.12.2. ***Bench Shade Trees.*** *At least one shade tree shall be installed per bench, planted adjacent to the bench in a manner that will cast the most shade onto the bench throughout the summer.*

8.8.3.1.13. ***Park District Standards.*** *If the improved park is to be dedicated to the Park District, then all improvements must conform to the Park District's established standards.*

8.8.3.1.14. ***Additional Project Specific Improvements.*** *Master Developer shall additionally provide the project specific improvements established in* ***Section 8.8.4*** *below, if any.*

8.8.3.2. ***Park Detail Submittal.*** *With each subdivision plat or improvement drawings, provide site specific detail of the Park(s). The detail shall provide:*

8.8.3.2.1. *The location, configuration, and construction detail of required Improvements; and*

8.8.3.2.2. *Tree location, species, average mature crown-width, and required planting and irrigation methods.*

8.8.3.2.3. *Other proposed landscaping and other Improvements.*

8.8.3.2.4. *Tabulations that demonstrate compliance with required Improvements and associated acreage.*

8.8.3.3. ***Public Park Open Space Financial Guarantee.*** *Public Park Open Space Improvements shall be included in the subdivision's financial guarantee regardless of ownership. Prior to the release of any financial guarantee for Public Park Open Space Improvements, Master Developer shall provide County with a letter of acceptance from the Park District or other allowed park owner, if applicable.*

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

8.8.3.5. ***Weber River Corridor and/or Other Natural Park Areas.*** *The County reserves the right to waive any of the requirements in* ***Section 8.8.3.1*** *for a Public Park Open Space area that has a location or features that make it*

desirable to preserve in a relatively natural state, as generally guided by the general plan.

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

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

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

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

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

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

Commented [A74]: Variable. Enter "reserved" for this section if not applicable.

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

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

8.8.3.6.3. ***Completed prior to C/O.*** *A Phase's minimum required per-acre park Improvements specified in* ***Section 8.8.3.1*** *are installed, accepted, and open for public use prior to issuance of the first certificate of occupancy in the Phase.*

8.8.3.7. ***Public Park Open Space Maintenance.*** *Master Developer agrees to operate and maintain or cause to be operated and maintained the Public Park Open Space acreage until* .

Commented [A75]: Variable. Enter "reserved" for this section if not applicable.

Commented [A76]: Variable.

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

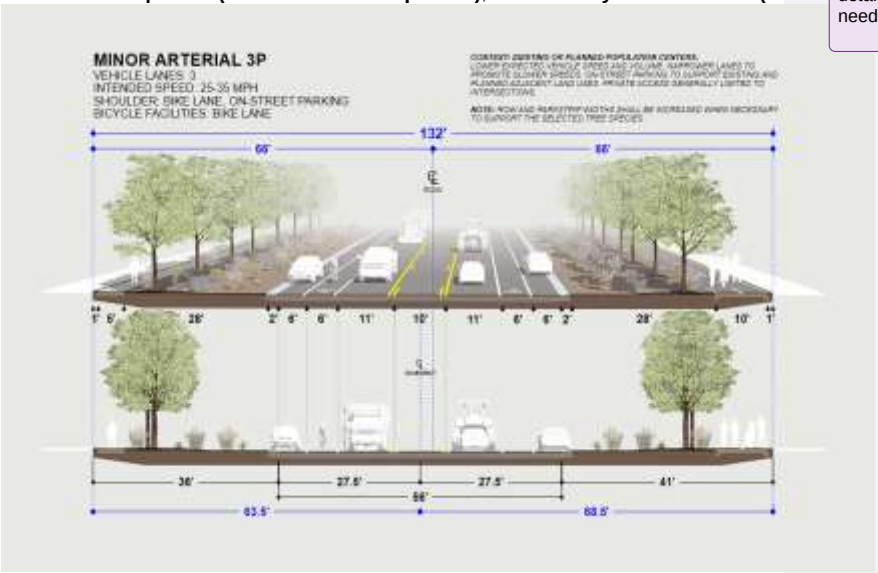
8.8.4.1. Reserved. *[see note.]*

8.8.4.2. Reserved. *[see note.]*

8.8.4.3. Reserved.

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

8.9.1. **Pathway and Trailhead Dedication.** Master Developer agrees to dedicate the minimum area required for proposed pathways and, if applicable, trailheads. The minimum required pathway right-of-way shall comply with the configuration in the attached **Concept Plan (Exhibit C – Concept Plan)**, and **Pathway Cross Section (**



Commented [CE77]: Variable. Use if "Park Dedication" is used above and if improvements are/will be required.

Enter "reserved" for this section if not applicable/being used.

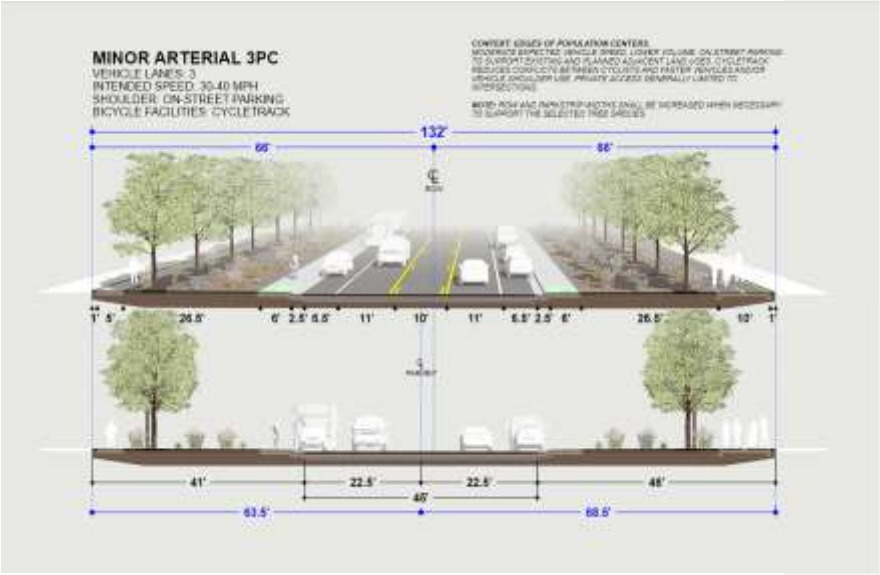
Commented [A78]: Variable. Enter "reserved" for this section if not applicable. Enter specific improvements if applicable:

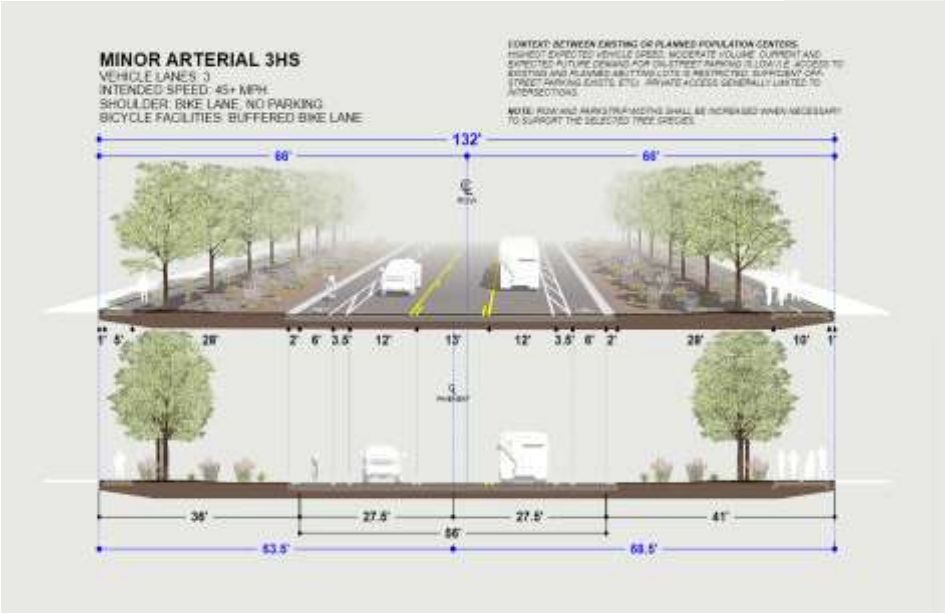
8.8.4.1. Specific Improvements. *[Enter details here.]* Split into subsections if multiple specifics.

Commented [A79]: Variable. Enter "reserved" for this section if not applicable. Enter specific improvements if applicable:

8.8.4.2. Phasing Alternative. *[Enter details here.]* Split into subsections if multiple subjects.

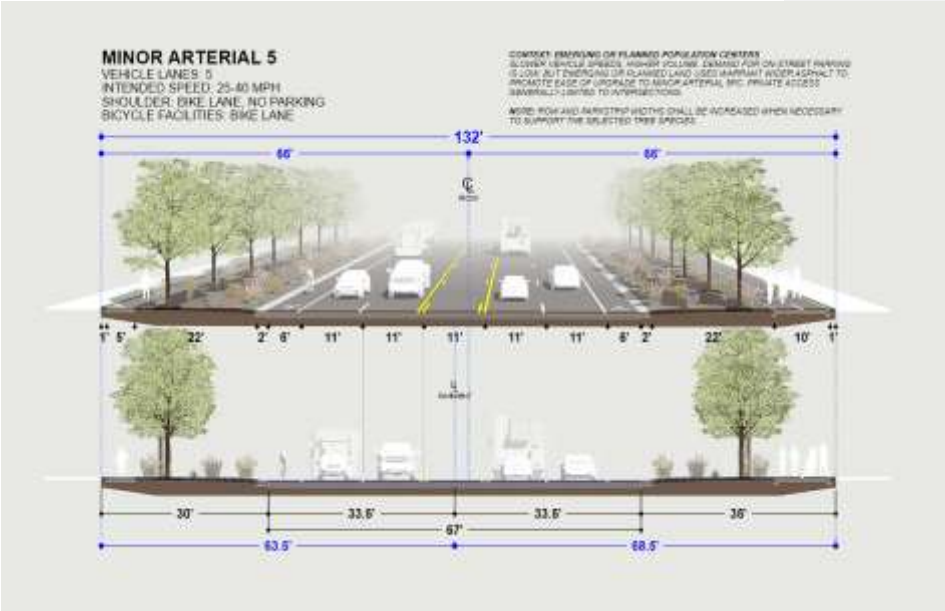
Commented [A80]: Variable. Insert project-specific details. Add as many subsections below as may be needed.


MINOR ARTERIAL 3PC
VEHICLE LANES: 3
INTENDED SPEED: 30-40 MPH
SHOULDER: ON-STREET PARKING
BICYCLE FACILITIES: CYCLETRACK
132'
66'
66'
41'
22.5'
22.5'
48'
45'
63.5'
68.5'

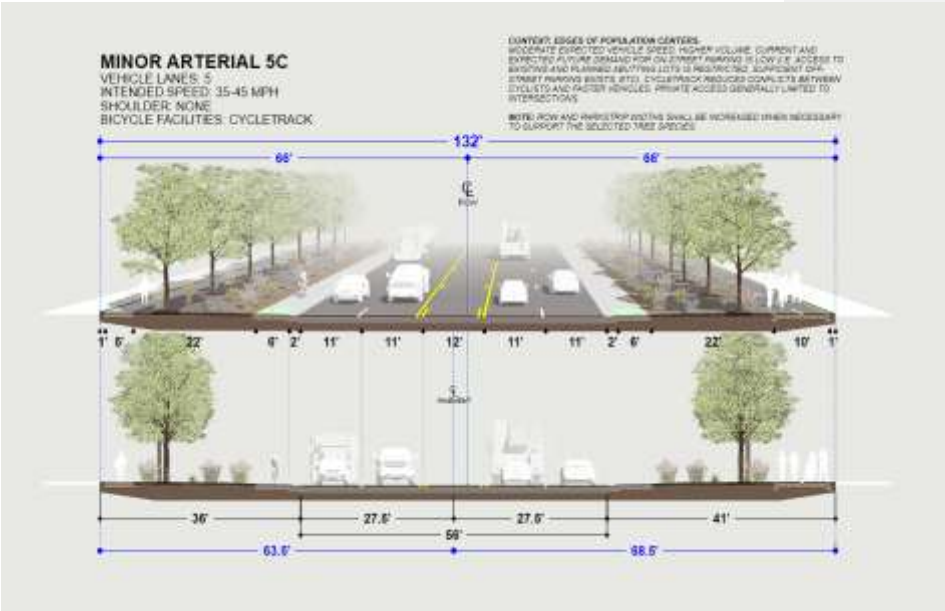

MINOR ARTERIAL 3HS
VEHICLE LANES: 3
INTENDED SPEED: 45+ MPH
SHOULDER: BIKE LANE, NO PARKING
BICYCLE FACILITIES: BUFFERED BIKE LANE
132'
66'
66'
38'
27.5'
27.5'
41'
56'
53.5'
68.5'

8.9.2.

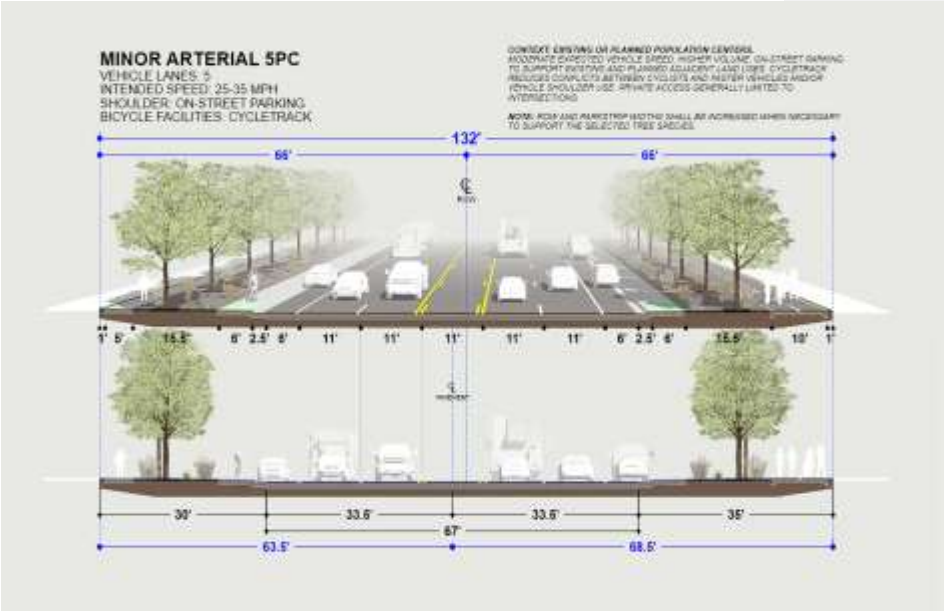
8.9.3.


MINOR ARTERIAL 5
VEHICLE LANES: 5
INTENDED SPEED: 25-40 MPH
SHOULDER: BIKE LANE, NO PARKING
BICYCLE FACILITIES: BIKE LANE
CONTEXT: EMERGING OR PLANNED POPULATION CENTERS
132'
66'
66'
1' 5' 22' 2' 6' 11' 11' 11' 11' 11' 6' 2' 22' 10' 1'
30'
33.5'
33.5'
36'
67'
63.5'
68.5'

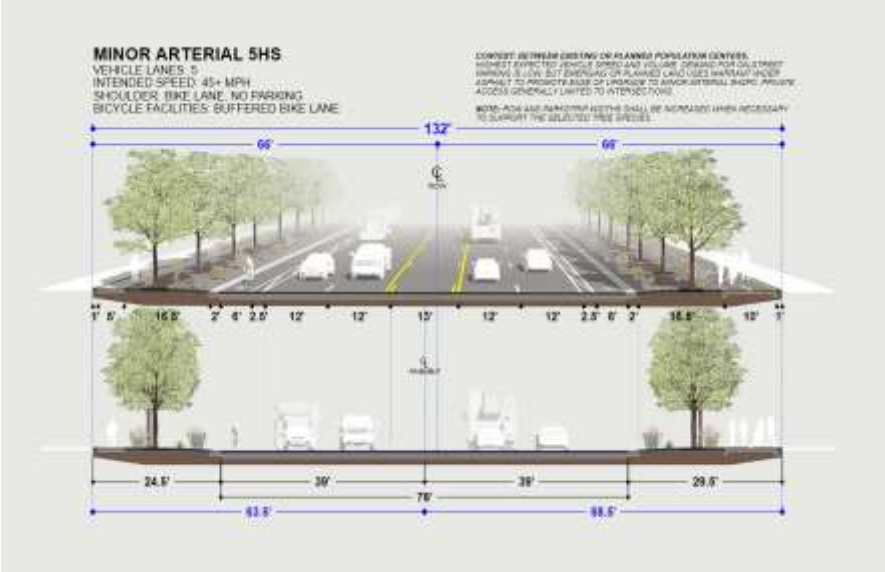
8.9.4.

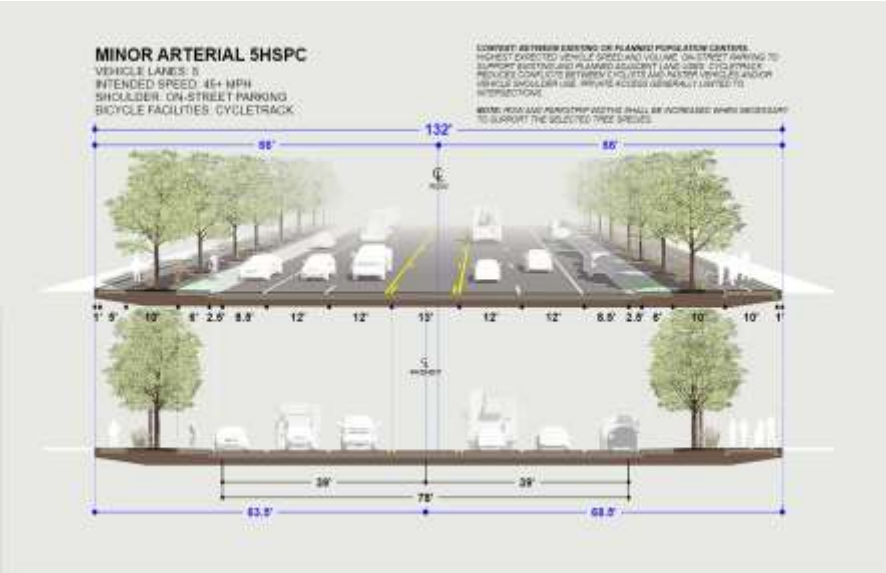

MINOR ARTERIAL 5C
VEHICLE LANES: 5
INTENDED SPEED: 35-45 MPH
SHOULDER: NONE
BICYCLE FACILITIES: CYCLETRACK
CONTEXT: EDGES OF POPULATION CENTERS
132'
66'
66'
1' 6' 22' 6' 2' 11' 11' 12' 11' 11' 2' 6' 22' 10' 1'
36'
27.5'
27.5'
41'
58'
63.5'
68.5'

8.9.5.


MINOR ARTERIAL 5PC
VEHICLE LANES: 5
INTENDED SPEED: 25-35 MPH
SHOULDER: ON-STREET PARKING
BICYCLE FACILITIES: CYCLETRACK
132'
66'
66'
30'
33.5'
33.5'
35'
67'
63.5'
68.5'

8.9.6.


MINOR ARTERIAL 5HS
VEHICLE LANES: 5
INTENDED SPEED: 45+ MPH
SHOULDER: BIKE LANE, NO PARKING
BICYCLE FACILITIES: BUFFERED BIKE LANE
132'
66'
66'
24.5'
39'
39'
29.5'
78'
63.5'
68.5'



Major Arterial Streets shall be labeled with an "F" on the Master Plan and shall be designed per the department of transportation specifications.

8.9.7. Exhibit F – Non-Street-Adjacent Pathway Cross Section, or if adjacent to a street, **Exhibit E – Street Cross Sections**). The minimuym required trailhead dedication shall comply with **Exhibit I – Trailhead Conceptual Design and Improvements.** Pathway right-of-way and trailhead area shall count toward the minimum required Public Park Open Space area specified in **Section 8.8.2** of this Agreement. Dedication of pathway rights-of-way and trailhead area shall comply with that section, with the term "Park" being supplanted with the term "pathway" or "trailhead" as may be contextually applicable, except that the per-lot pro-rata share of pathway right-of-way shall be based on the amount of linear feet of pathway that can be constructed within such right-of-way and not solely on acreage.

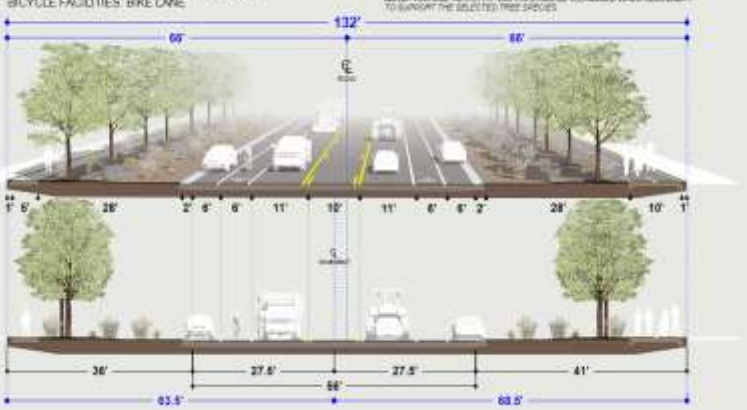
8.9.8. **Pathway Improvements.** Unless specified in this Agreement otherwise, Master Developer agrees that each proposed pathway right-of-way, pursuant to **Exhibit C – Concept Plan**, or required pathway right-of-way shall be developed as an improved pathway.

8.9.8.1. 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.

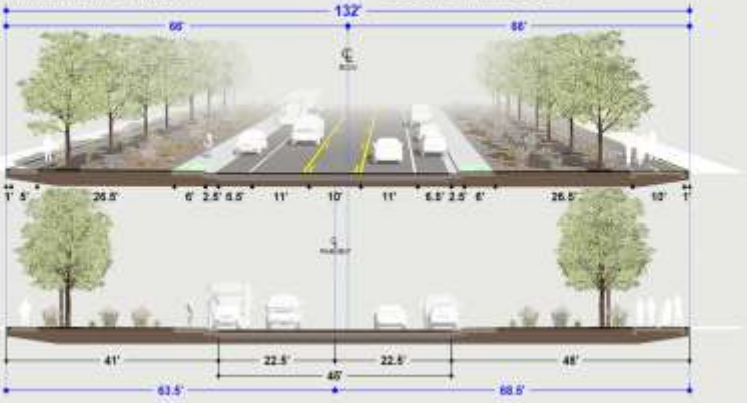
8.9.8.2. Pathway Trees. Each pathway and sidewalk within the Project or along adjoining pathway rights-of-way shall be lined with shade trees. Pathway trees shall follow the same standards as set forth in **Section 8.5.6**. However, County agrees that if the Park District desires to have ownership, operation, 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.

8.9.8.3. 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

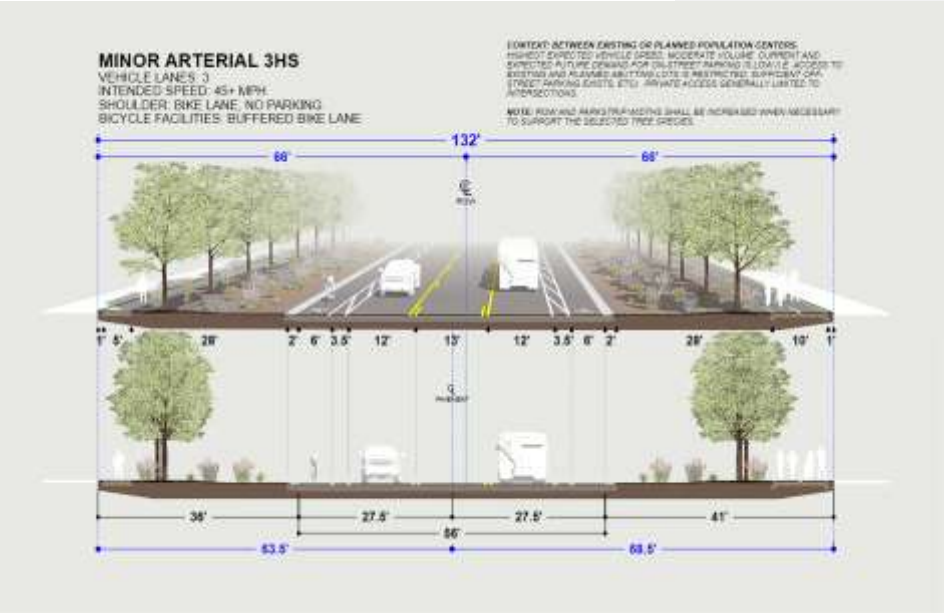
MINOR ARTERIAL 3P
VEHICLE LANES: 3
INTENDED SPEED: 25-35 MPH
SHOULDER: BIKE LANE, ON-STREET PARKING
BICYCLE FACILITIES: BIKE LANE



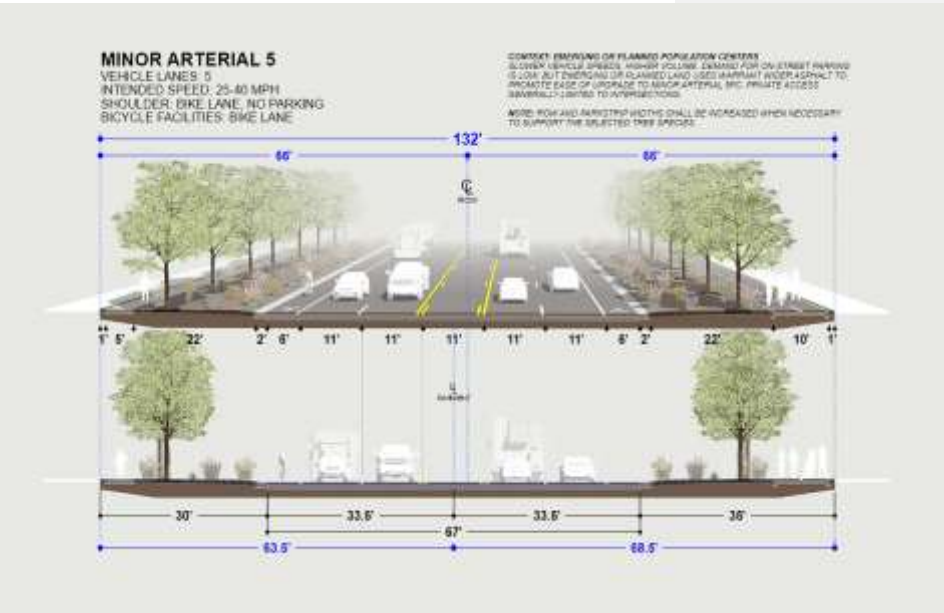
MINOR ARTERIAL 3PC
VEHICLE LANES: 3
INTENDED SPEED: 30-40 MPH
SHOULDER: ON-STREET PARKING
BICYCLE FACILITIES: CYCLETRACK



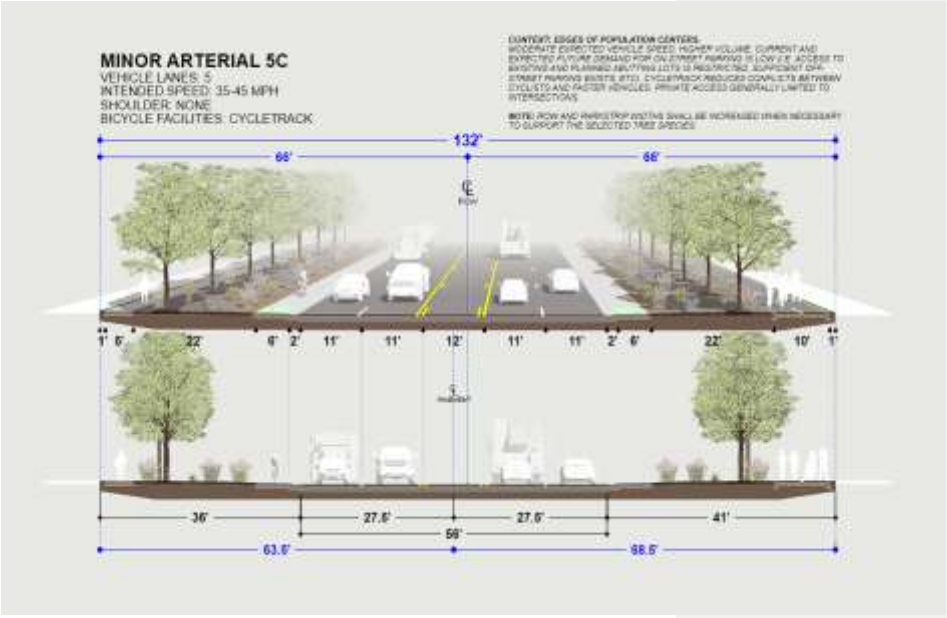
8.9.8.4.


MINOR ARTERIAL 3HS
VEHICLE LANES: 3
INTENDED SPEED: 45+ MPH
SHOULDER: BIKE LANE, NO PARKING
BICYCLE FACILITIES: BUFFERED BIKE LANE
CONTEXT: BETWEEN EXISTING OR PLANNED POPULATION CENTERS
132'
66'
66'
1'
5'
28'
2'
6'
3.5'
12'
13'
12'
3.5'
6'
2'
28'
10'
1'
36'
27.5'
27.5'
41'
86'
63.5'
68.5'

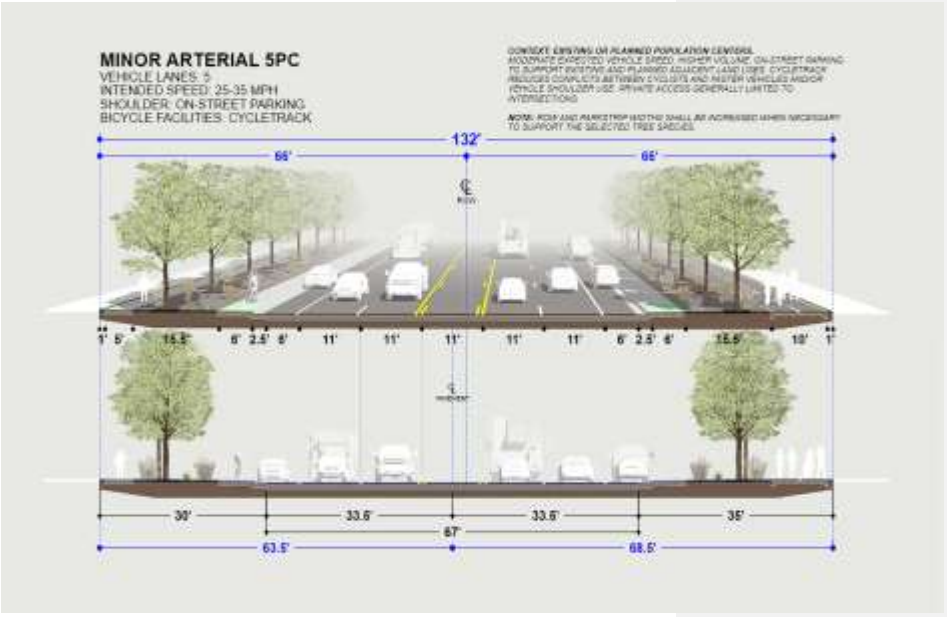
8.9.8.5.

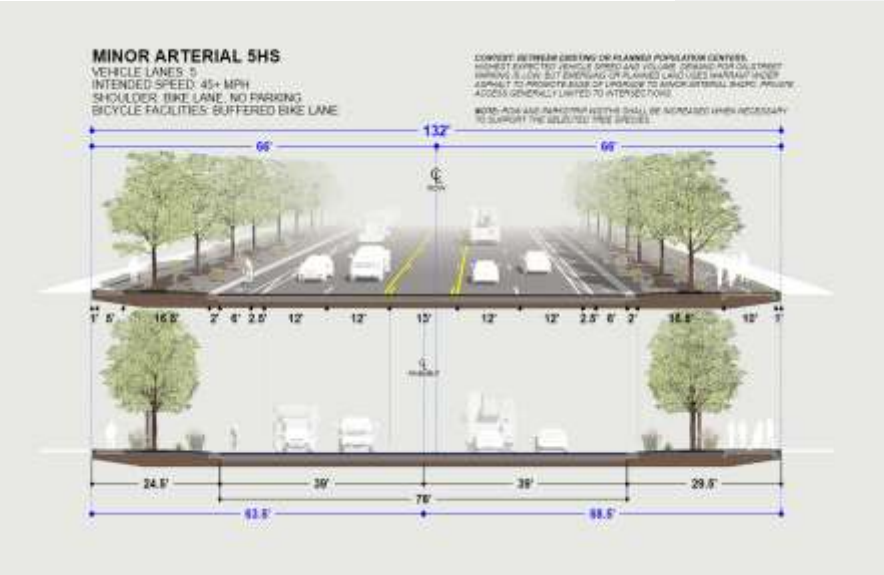

MINOR ARTERIAL 5
VEHICLE LANES: 5
INTENDED SPEED: 25-40 MPH
SHOULDER: BIKE LANE, NO PARKING
BICYCLE FACILITIES: BIKE LANE
CONTEXT: EMERGING OR PLANNED POPULATION CENTERS
132'
66'
66'
1'
5'
22'
2'
6'
11'
11'
11'
11'
11'
6'
2'
22'
10'
1'
30'
33.5'
33.5'
36'
67'
63.5'
68.5'

8.9.8.6.

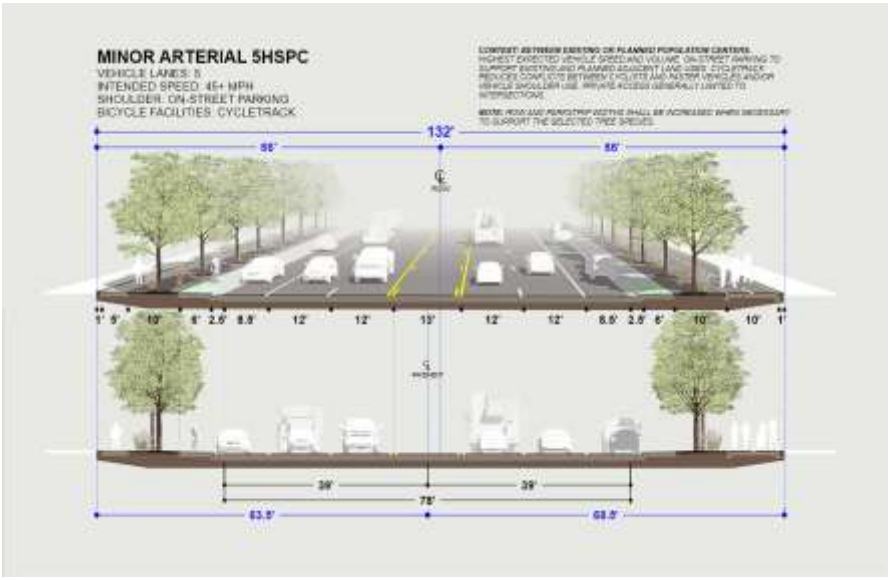

MINOR ARTERIAL 5C
VEHICLE LANES: 5
INTENDED SPEED: 35-45 MPH
SHOULDER: NONE
BICYCLE FACILITIES: CYCLETRACK
132'
66'
66'
1' 5' 22' 6' 2' 11' 11' 12' 11' 11' 2' 6' 22' 10' 1'
36'
27.5'
27.5'
41'
59'
63.5'
68.5'

8.9.8.7.


MINOR ARTERIAL 5PC
VEHICLE LANES: 5
INTENDED SPEED: 25-35 MPH
SHOULDER: ON-STREET PARKING
BICYCLE FACILITIES: CYCLETRACK
132'
66'
66'
1' 5' 15.5' 6' 2.5' 6' 11' 11' 11' 11' 11' 6' 2.5' 6' 15.5' 10' 1'
30'
33.5'
33.5'
35'
67'
63.5'
68.5'



8.9.8.8.



Major Arterial Streets shall be labeled with an "F" on the Master Plan and shall be designed per the department of transportation specifications.

8.9.8.9. Exhibit F – Non-Street-Adjacent Pathway Cross Section for a depiction of these pathways.

8.9.8.10. 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.

8.9.8.11. 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:

8.9.8.11.1. 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.

8.9.8.11.2. 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.

8.9.8.11.2.1. 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;

8.9.8.11.2.2. 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.

8.9.8.11.2.3. 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.

8.9.8.12. 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 8.9.8.11** 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.

8.9.8.13. Project Specific Pathway Improvements.

8.9.8.13.1. Reserved.

8.9.8.13.2. Reserved.

8.9.9. Trailhead Improvements. Unless specified in this Agreement otherwise, Master Developer agrees that each required trailhead shall be developed as an improved trailhead as generally illustrated in **Exhibit I – Trailhead Conceptual Design and Improvements**. At a minimum, the trailhead shall provide the following:

8.9.9.1. Quantity. Master Developer agrees to construct two trailheads in the locations as generally illustrated in **Exhibit C – Concept Plan**.

8.9.9.2. Parking. Paved access and a vehicle parking lot sufficient to provide off-street parking spaces for at least ____ typical passenger vehicles and ____ large vehicles or vehicles with trailers. The parking lot shall be configured in a manner that it can be expanded by others later.

8.9.9.3. Amenities. The trailhead shall at a minimum have the following amenities.

8.9.9.3.1. A bicycle fix-it stand.

8.9.9.3.2. A drinking fountain or water bottle filling station.

8.9.9.3.3. A bench.

8.9.9.4. Restroom. At least X sewered restroom building(s) with no less than two single-use toilet facilities each.

8.9.9.5. ADA Access. ADA accessibility from parking areas to all restrooms, ramps, benches, and along the paved pathway.

8.9.9.6. Trailhead Utilities. The following minimum trailhead utilities shall be installed.

8.9.9.6.1. Water supply connections for and sufficient water rights or shares necessary to provide for the culinary and secondary water needs of the trailhead.

Commented [A81]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [A82]: Variable. Insert project-specific details.

Commented [A83]: Variable. Insert project-specific details. Add as many subsections below as may be needed.

Commented [A84]: Variable. Enter "reserved" for this section if all sections herein would otherwise be reserved.

Commented [A85]: Variable. Enter "reserved" for this section if not applicable.

Commented [A86]: Variable

Commented [A87]: Variable. Enter "reserved" for this section if not applicable.

8.9.9.6.2. Sewer connection sufficient for the sewer needs of the trailhead.

8.9.9.6.3. Electrical connections sufficient for the electrical needs of the trailhead.

8.9.9.6.4. Sufficient water rights or shares necessary to provide for the culinary and secondary water needs of each trailhead.

8.9.9.7. Project Specific Trailhead Improvements and Considerations.

8.9.9.7.1. Reserved.

8.9.9.7.2. 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.

8.10.3. Reserved.

8.10.4. Reserved.

8.10.5. Project-Specific Environmental and Air Quality Standards.

8.10.5.1. Reserved.

8.10.5.2. 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. Building Development or Design Requirements. Unless otherwise provided herein, Master Developer agrees to comply with the building design standards of [*citation*].

8.12.1. Reserved.

8.12.2. Project-Specific Architectural Design Requirements.

8.12.2.1. Reserved. *[see note.]*

8.12.2.2. 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.

Commented [A88]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [A89]: Variable. Insert project-specific details. Example:

8.9.3.7.1. Before or simultaneous to platting the _____ lot or residential dwelling unit, Master Developer shall complete the required trailhead improvements for the first trailhead.

Commented [A90]: Variable. Insert project-specific details. Add as many subsections below as may be needed.

Commented [A91]: ***8.10.2 Pre-Wire for Solar Power.*** *Each dwelling shall be pre-wired for roof-mounted photovoltaic solar panels. The pre-wiring shall include all components necessary to create a complete system excluding the following components: Solar panel(s) and equipment or components needed to roof-mount; power inverter(s); power converter(s); charge controller(s); batteries; meters, monitoring devices, and similar. If the County Building Official determines that there are extenuating circumstances peculiar to the building, the Building Official may waive any or all of* ...

Commented [A92]: ***8.10.3 Installation of Excluded Solar Components.*** *Master Developer agrees to install all solar components excluded from Section* ...

Commented [A93]: ***8.10.4 Pre-Wire for Electric Vehicles.*** *Each dwelling unit's garage shall be prewired to support at least a level 2 electric vehicle* ...

Commented [A94]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [A95]: Variable. Insert project-specific details.

Commented [A96]: Variable. Insert project-specific details. Add as many subsections below as may be needed.

Commented [A97]: Variable. Enter "reserved" for this paragraph if no design standards are applicable.

Commented [A98]: Example:

-R1, R2, and R3 = Section 104-12-4(a) ...

Commented [A99]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

Commented [A100]: Reserved for project specific architectural designs. ...

Commented [A101]: Variable. Insert project-specific details. Add as many sections below as may be needed. ...

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. **Reserved.**

10.1.2. **Reserved.**

10.1.3. **Reserved.**

10.1.4. **Reserved.**

10.1.5. **Reserved.**

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

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

10.2.1. Written confirmation of implementation of landscape best practices from a qualified professional, as specified in **Section 8.8.3.5.5**.

10.2.2. Written confirmation of implementation of landscape best practices from a qualified professional, as specified in **Section 8.5.8.3**.

10.2.3. Written letter of acceptance for Public Park Open Space Improvements, as specified in **Section 8.8.3.3**.

10.3. Financial Guarantee for Public Landscaping, Public Park Open Space, and Trailheads. Master Developer agrees to provide a financial guarantee to the County for required landscaping on public property, for required Public Park Open Space Improvements, and for required trailhead improvements. The financial guarantee shall follow the same standards and processes as provided in **Section 10.2** of this Agreement.

10.4. Building Development or Design Requirements. Unless otherwise provided herein, Master Developer agrees to comply with the building design standards of the *[specify]* zone (*[reference code section]*).

10.4.1. **Reserved.**

10.4.2. **Project-Specific Architectural Design Requirements.**

Commented [CE102]: Installation of street trees, as specified in **Section 8.5.6.1.7** of this Agreement.

Commented [CE103]: Installation of a smart watering controller, as specified in **Section 8.6.1** of this Agreement.

Commented [A104]: Installation of a pre-wired solar panel and battery backup system, as specified in **Section 8.10.2** and/or **Section 8.10.3** of this Agreement.

Commented [A105]: Installation of a pre-wired dedicated electric vehicle charging circuit, as specified in **Section 8.10.4** of this Agreement.

Commented [CE106]: 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.

Commented [A107]: Variable. Enter "reserved" for this paragraph if no design standards are applicable.

Commented [A108]: Example:

-R1, R2, and R3 = Section 104-12-4(a)
-FB zone = Section 104-22…
-Etc.

Commented [A109]: Variable. Enter "reserved" for this paragraph and delete subsections if subsections within are "reserved."

10.4.2.1. **Reserved.** *[see note.]*

10.4.2.2. **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.

Commented [A110]: Reserved for project specific architectural designs.

Specific Design. *The exterior of [dwellings, buildings, etc.] within the Project shall be as illustrated in Exhibit J – Architectural Design Requirements. If, after being presented with an alternative that is designed by a licensed architect, the Planning Director determines that the alternative provides an equal or better design, the Planning Director may allow the use of the alternative design.*

Commented [A111]: Variable. Insert project-specific details. Add as many sections below as may be needed.

Example:

For each unit abutting _____ Street, each patio home building shall face away from _____ Street. The rear of these buildings shall be designed to appear to the common lay-person as a single-family dwelling. This shall be accomplished by, among other means, avoiding repetitive or otherwise redundant configurations of walls, wall massing, wall planes, windows sizes and locations, rooflines, chimneys, patios, door sizes and locations and other related design elements. Unless approved otherwise by the Planning Director after being presented with an alternative that, in the director's sole discretionary discernment, is better, this shall necessitate custom interior layouts that do not repeat from unit to unit, nor from building to building. The rear setback of these units (from _____ South) shall be 30 feet.

Commented [A112]: ***10.5 Housing Affordability Provisions.*** *In an effort to provide the planning area some level of housing affordability, the following requirements of this Agreement, when applicable, shall be waived as they apply to any lot or unit that has a recorded deed restriction for moderate income housing, as defined by State Code, or that restricts the floor area of the residence (excluding basements and garages, if applicable) to no greater than 1,000 square feet. The deed restrict shall be in favor of, and in a form as acceptable to, the Weber Housing Authority.*

10.5.1. *Street trees for the lot's or unit's street frontage pursuant to Section 8.5.6.1;*

10.5.2. *Parkstrip landscaping for the lot's or unit's street frontage pursuant to Section 8.5.6.2;*

10.5.3. *Water-wise requirements pursuant to Section 8.6;*

10.5.4. *Parks financial donation, pursuant to Section 8.8.1;*

10.5.5. *The required per lot or unit Public Park Open Space dedication, pursuant to Section 8.8.2;*

10.5.6. *The required Public Park Open Space Improvements, pursuant to Section 8.8.3, to be* ...

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

Commented [A113]:
Insert if partial assignment will be allowed:

*"**Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned."*

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 **[name of entity].** The parties may change their designated representatives by Notice.

Commented [A114]: Variable

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:

Commented [A115]: Variable

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

"Owner"

Commented [A116]: Variable. Omit if Master Developer and Owner are the same.

_____

By: _____

Print Name: _____

Title: _____

DATE: _____

Owner 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

(Need from Applicant – Verify with GIS)

Exhibit B – Property Graphic Depiction

Insert aerial imagery with border around Property.

Exhibit C – Concept Plan

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

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

- **Survey.** The surveyed boundary lines of the Property and, if multiple zones, the boundaries of the zones, showing measured and/or recorded bearings, distances, and other controlling data with ties to section corners. Survey boundaries shall match the legal description(s) of **Exhibit A – Property Legal Description.**
- **Street and Pathway Layout and Configuration.**
    - **Connectivity Plan.** Conceptually illustrate the Project streets and how they align or connect to eachother and to other streets on the perimeter of the Project. Also include in dashed lines a concept for how streets *might* align or connect with other streets outside of the Property.
    - **Street Labels**. All streets shall be labeled accordingly.
        - Minor Residential Streets shall be labeled with an "A."
        - Major Residential Streets shall be labeled with a "B."
        - Minor Collector Streets shall be labeled with a "C."
        - Major Collector Streets shall be labeled with an "D."
        - Minor Arterial Streets shall be labeled with an "E."
        - Major Arterial Streets shall be labeled with an "F."
- **Public Park Open Space.** Conceptually illustrate the Public Park Open Space acreage.
    - Label and shade, in a unique hue of green, the acreage intended to be improved park.
    - Label and shade, in a unique hue of green, the acreage intended to be natural park.
    - Label and shade, in a unique hue of green, the acreage intended to be pathway right-of-way.
    - Provide an open space table that shows:
        - Total Public Park Open Space acreage;
        - Improved park acreage;
        - Natural park acreage;
        - Pathway right-of-way acreage (except that acreage already counted within improved or natural park area); and
        - Linear feet of pathway that is not street-adjacent.
- **Lots.** Conceptually illustrate the general configuration of lot area. Unless otherwise required by the county, each lot or unit need not be illustrated, but rather each area that will contain lots and the configuration thereof.
- **Other.** Conceptually illustrate areas that are likely to be used for other purposes not specified above, such as area for utilities, water reservoirs, lift stations, pump houses, etc.

Exhibit D – Associated Rezone Area

Insert depiction of the rezone.

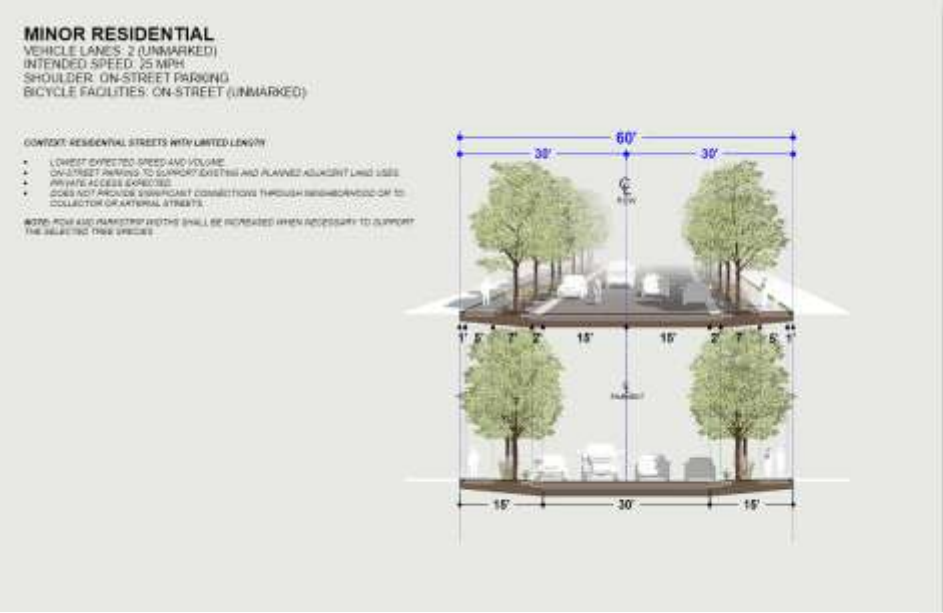
Exhibit E – Street Cross Sections

Notes:

Each street may need ½ width Project boundary variant.

Specified materials and thicknesses are typical and may be varied by County Engineer to improve longevity due to atypical or unique site-specific characteristics.

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



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



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

[Select the applicable cross section that fits the context of the development. If multiples of the same type will be used, be sure each have a corresponding identification on the Master Plan]

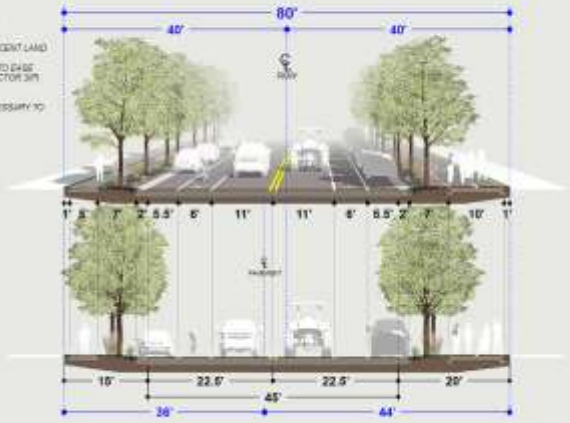
MINOR COLLECTOR - 2

VEHICLE LANES: 2
INTENDED SPEED: 30-40 MPH
SHOULDER: BIKE LANE, NO PARKING
BICYCLE FACILITIES: BIKE LANE

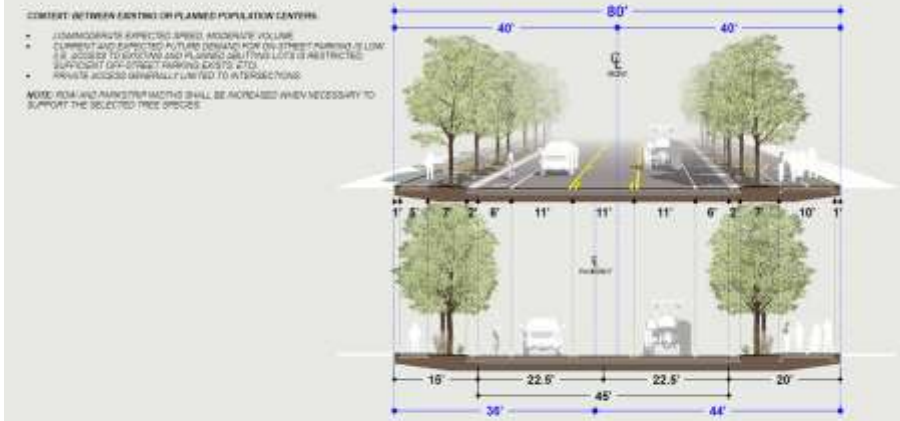


MINOR COLLECTOR - 2P

VEHICLE LANES: 2
INTENDED SPEED: 30-40 MPH
SHOULDER: BIKE LANE, ON-STREET PARKING
BICYCLE FACILITIES: BIKE LANE



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



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



Major Collector Streets shall be labeled with an "D" on the Master Plan.

[Select the applicable cross section that fits the context of the development. If multiples of the same type will be used, be sure each have a corresponding identification on the Master Plan]

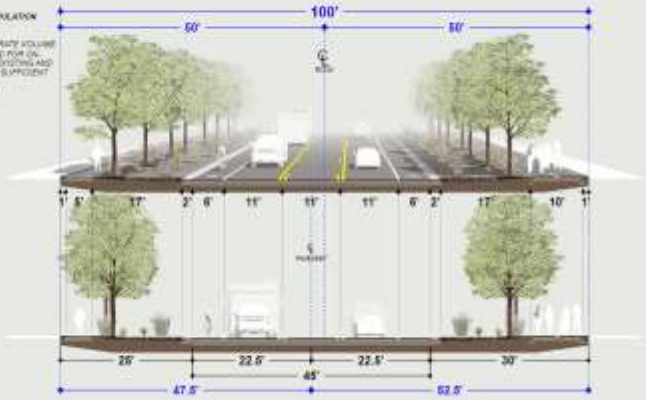


MAJOR COLLECTOR - 3

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



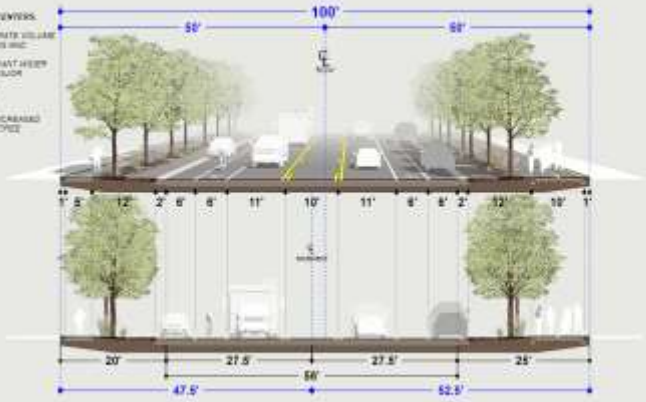
MAJOR COLLECTOR - 3P

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

CONTEXT: EXISTING OR PLANNED POPULATION CENTERS.

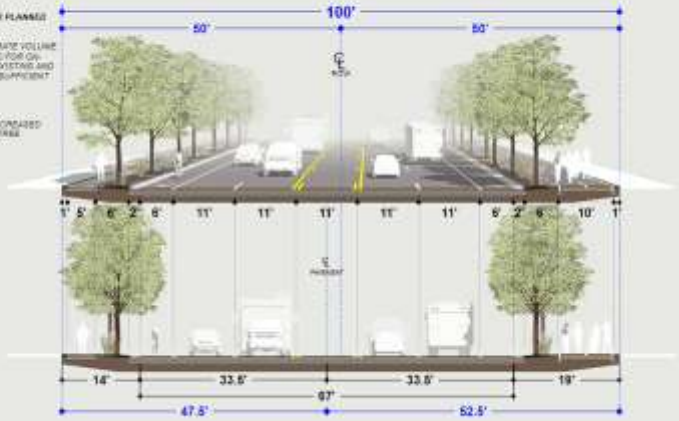
- LOW/MODERATE EXPECTED SPEED, MODERATE VOLUME
- ON-STREET PARKING TO SUPPORT EXISTING AND PLANNED ADJACENT LAND USES
- EMERGING OR PLANNED LAND USES WARRANT WIDER ASPHALT TO ALLOW FUTURE UPGRADE TO MAJOR COLLECTOR R/C
- PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS

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



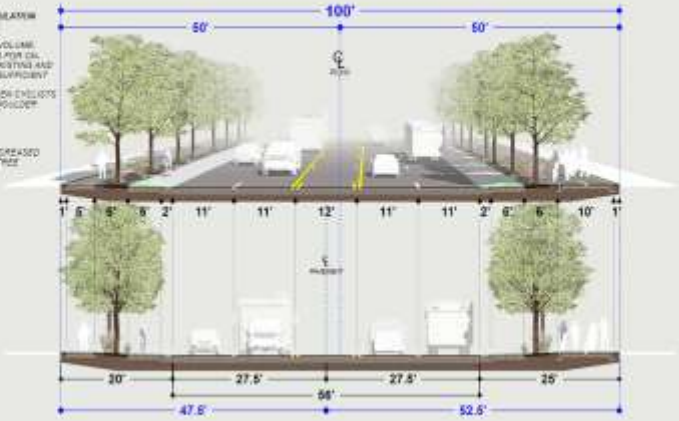
MAJOR COLLECTOR - 5

VEHICLE LANES: 5
INTENDED SPEED: 30-40 MPH
SHOULDER: BIKE LANE, NO PARKING
BICYCLE FACILITIES: BIKE LANE



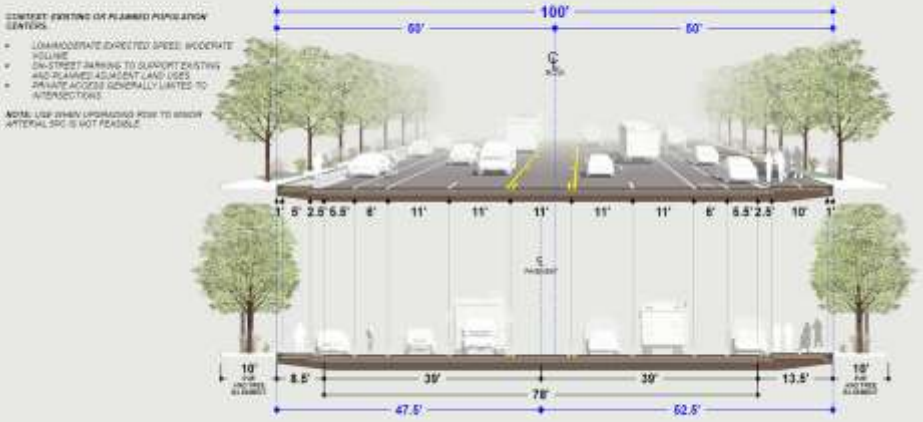
MAJOR COLLECTOR - 5C

VEHICLE LANES: 5
INTENDED SPEED: 35-45 MPH
SHOULDER: NONE
BICYCLE FACILITIES: CYCLETRACK



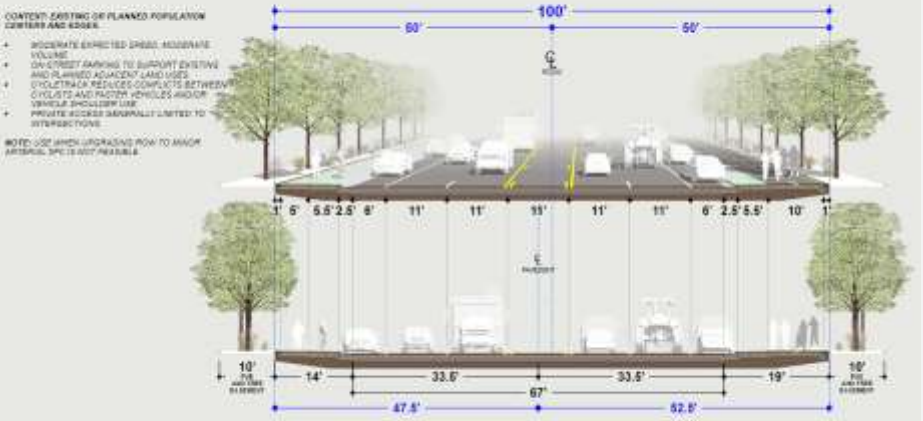
MAJOR COLLECTOR - 5P

VEHICLE LANES: 5
INTENDED SPEED: 30-40 MPH
SHOULDER: BIKE LANE AND ON-STREET PARKING
BICYCLE FACILITIES: BIKE LANE



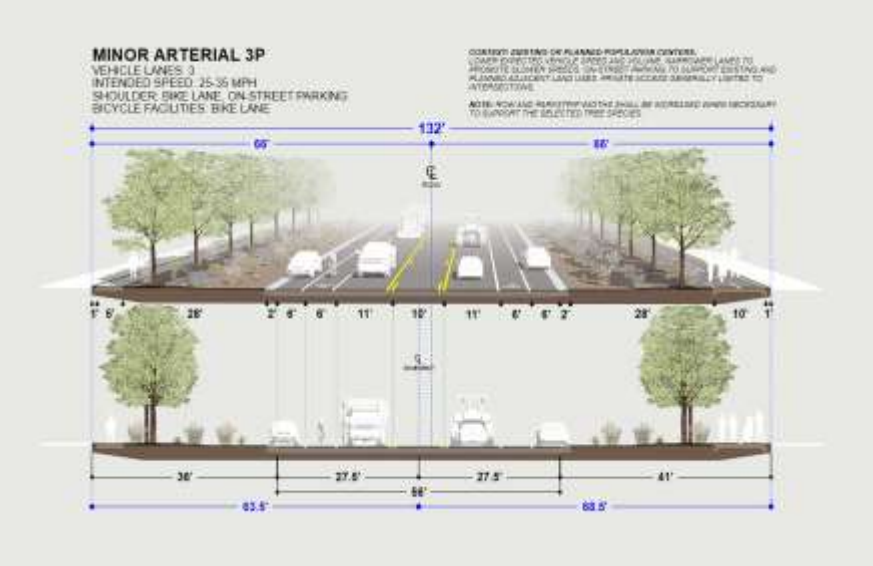
MAJOR COLLECTOR - 5PC

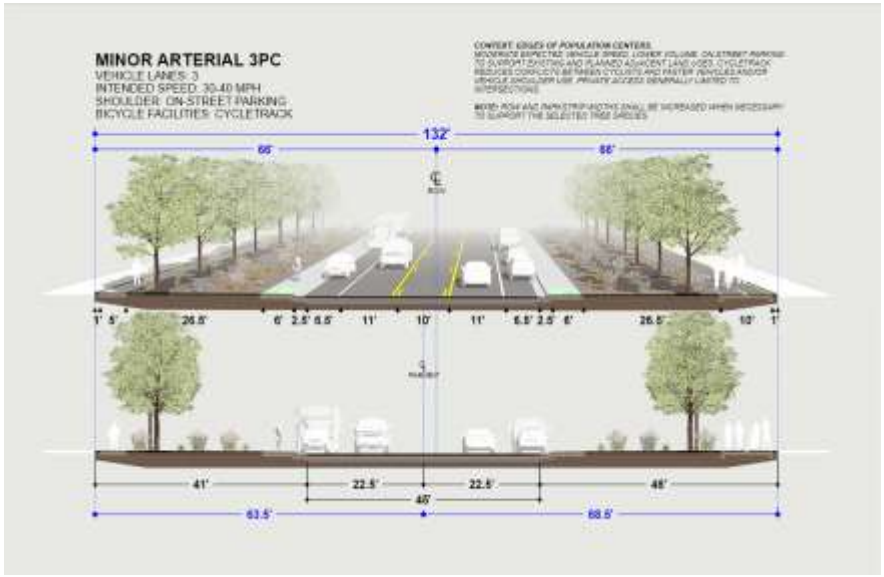
VEHICLE LANES: 5
INTENDED SPEED: 35-45 MPH
SHOULDER: ON-STREET PARKING
BICYCLE FACILITIES: CYCLETRACK

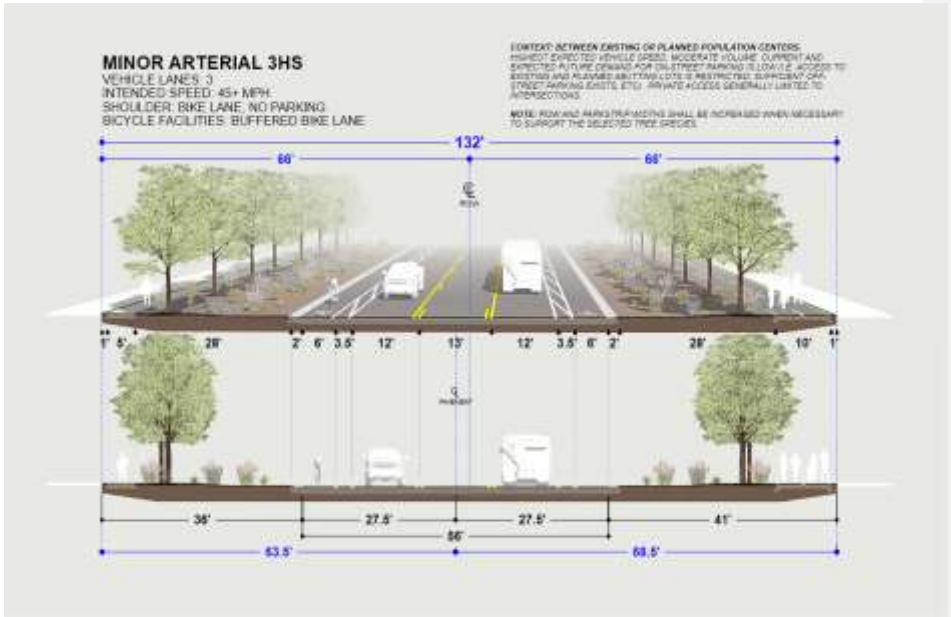


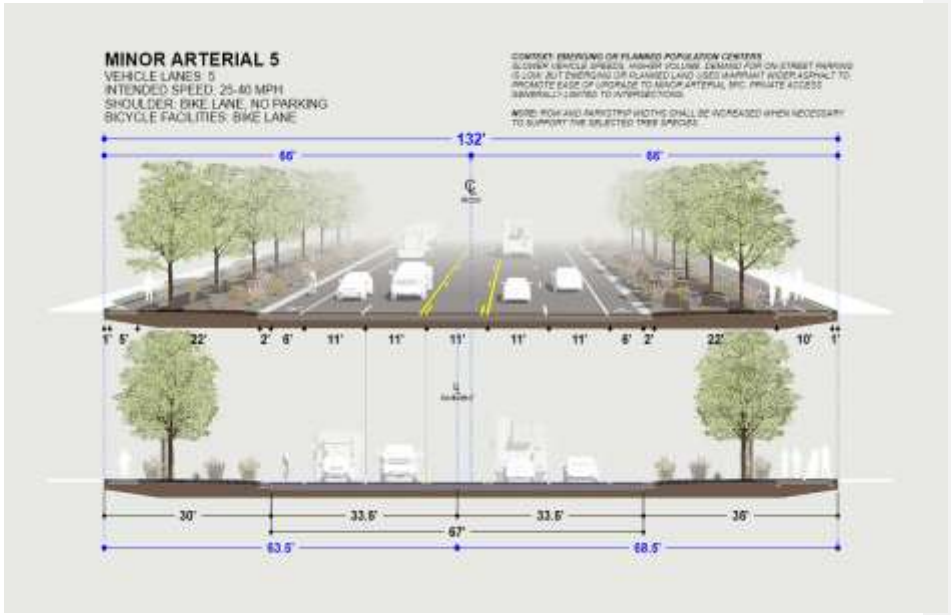
Minor Arterial Streets shall be labeled with an "E" on the Master Plan and shall be designed per the department of transportation specifications.

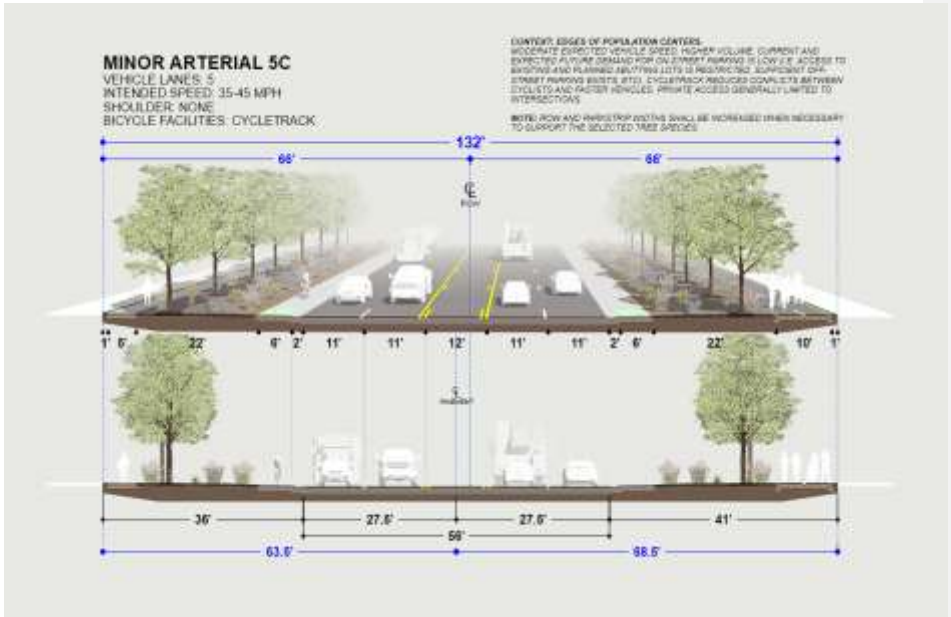
[Select the applicable cross section that fits the context of the development. If multiples of the same type will be used, be sure each have a corresponding identification on the Master Plan]

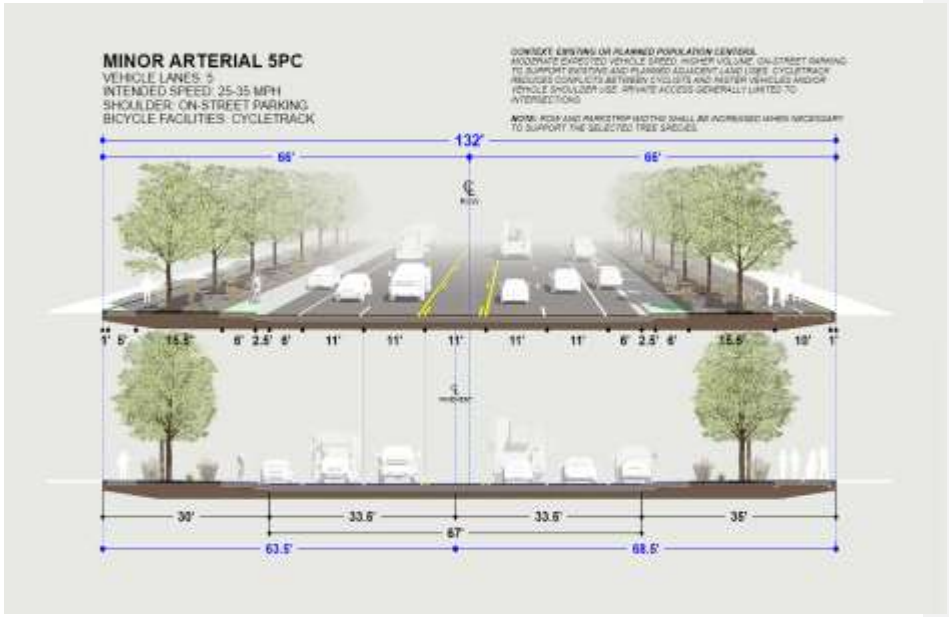


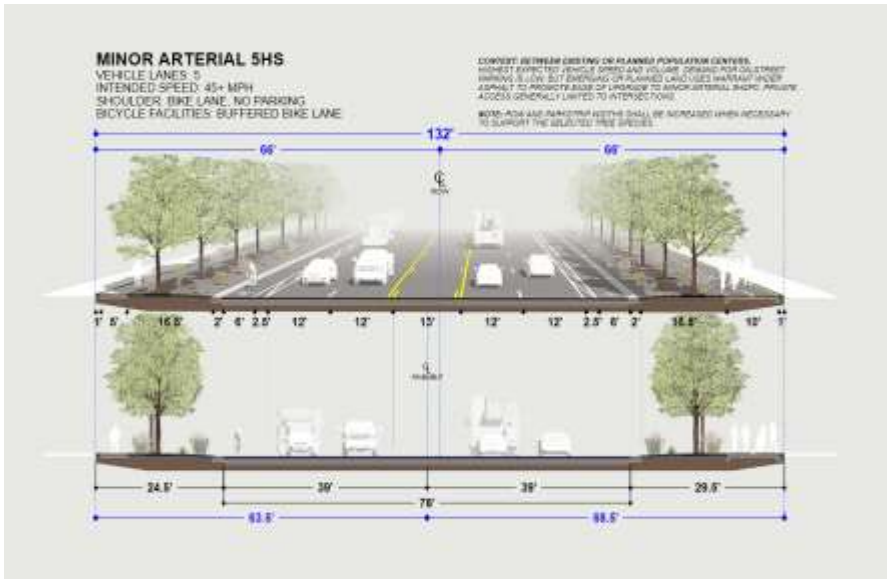

MINOR ARTERIAL 3PC
VEHICLE LANES: 3
INTENDED SPEED: 30-40 MPH
SHOULDER: ON-STREET PARKING
BICYCLE FACILITIES: CYCLETRACK
132'
66'
66'
41'
22.5'
22.5'
48'
48'
63.5'
68.5'

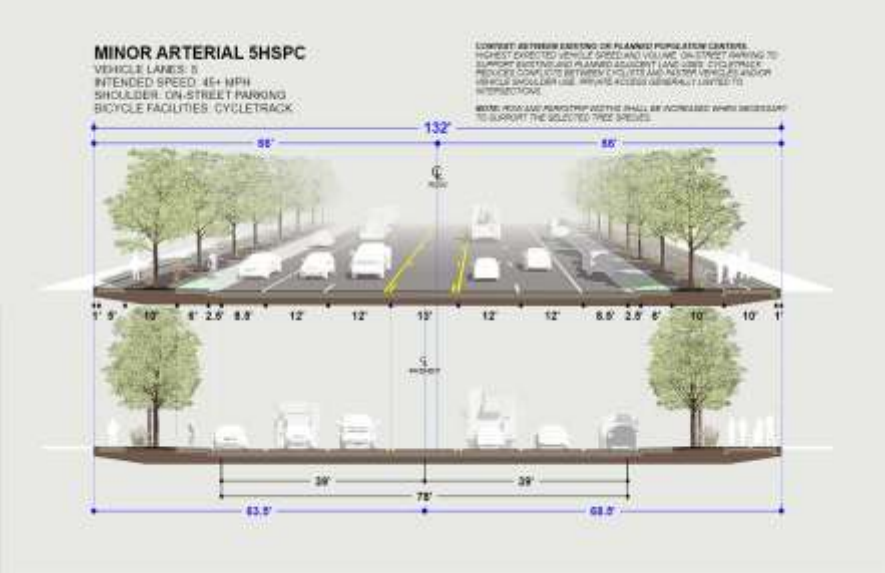

MINOR ARTERIAL 3HS
VEHICLE LANES: 3
INTENDED SPEED: 45+ MPH
SHOULDER: BIKE LANE, NO PARKING
BICYCLE FACILITIES: BUFFERED BIKE LANE
132'
66'
66'
36'
27.5'
27.5'
41'
56'
53.5'
68.5'


MINOR ARTERIAL 5
VEHICLE LANES: 5
INTENDED SPEED: 25-40 MPH
SHOULDER: BIKE LANE, NO PARKING
BICYCLE FACILITIES: BIKE LANE
CONTEXT: EMERGING OR PLANNED POPULATION CENTERS
SLOWER VEHICLE SPEEDS, HIGHER VOLUME DEMAND FOR ON-STREET PARKING IS LOW, BUT EMERGING OR PLANNED LAND USES IMPRINT WIDER ASPHALT TO PROMOTE EASE OF UPGRADE TO MAJOR ARTERIAL SPC. PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.
NOTE: ROW AND PARK STRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES.
132'
66'
66'
1'
5'
22'
2'
6'
11'
11'
11'
11'
11'
6'
2'
22'
10'
1'
30'
33.5'
33.5'
30'
67'
63.5'
68.5'


MINOR ARTERIAL 5C
VEHICLE LANES: 5
INTENDED SPEED: 35-45 MPH
SHOULDER: NONE
BICYCLE FACILITIES: CYCLETRACK
CONTEXT: EDGES OF POPULATION CENTERS
MODERATE EXPECTED VEHICLE SPEED, HIGHER VOLUME, CURRENT AND EXPECTED FUTURE DEMAND FOR ON-STREET PARKING IS LOW (I.E. ACCESS TO EXISTING AND PLANNED MIXED-USE LOTS IS RESTRICTED, SUFFICIENT OFF-STREET PARKING EXISTS, ETC.). CYCLETRACK REDUCES CONFLICTS BETWEEN CYCLISTS AND FASTER VEHICLES. PRIVATE ACCESS GENERALLY LIMITED TO INTERSECTIONS.
NOTE: ROW AND PARK STRIP WIDTHS SHALL BE INCREASED WHEN NECESSARY TO SUPPORT THE SELECTED TREE SPECIES.
132'
66'
66'
1'
5'
22'
6'
2'
11'
11'
12'
11'
11'
2'
6'
22'
10'
1'
36'
27.5'
27.5'
41'
56'
63.5'
98.5'


MINOR ARTERIAL 5PC
VEHICLE LANES: 5
INTENDED SPEED: 25-35 MPH
SHOULDER: ON-STREET PARKING
BICYCLE FACILITIES: CYCLETRACK
132'
66'
66'
30'
33.5'
33.5'
35'
67'
63.5'
68.5'


MINOR ARTERIAL 5HS
VEHICLE LANES: 5
INTENDED SPEED: 45+ MPH
SHOULDER: BIKE LANE, NO PARKING
BICYCLE FACILITIES: BUFFERED BIKE LANE
132'
66'
66'
24.5'
39'
39'
29.5'
78'
63.5'
68.5'



Major Arterial Streets shall be labeled with an "F" on the Master Plan and shall be designed per the department of transportation specifications.

Exhibit F – Non-Street-Adjacent Pathway Cross Section

Notes:

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

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



Exhibit G – Corridor Fence Design Examples



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.

Exhibit I – Trailhead Conceptual Design and Improvements

Insert conceptual trailhead design here. Enter "reserved" in exhibit title if not applicable.

Exhibit J – Architectural Design Requirements

Insert building designs or specific design standards here. Enter "reserved" in exhibit title if not applicable.