



Planning Commission Staff Report

Vacation of Public Utility Easement (PUE)

May 7, 2026

BASIC INFORMATION

Applicant(s): Ryan K Perkins
Property Owner(s): Ryan K and Heidi Perkins

Location: 3619 N 550 W | Weber County Parcel(s): 16-226-0019

Current Zone: Residential (RE-15)

BACKGROUND

A petition is before the Planning Commission for consideration to vacate an existing public utility easement that runs along the rear and side property lines of 3619 N 550 W, within the Parkview Estates No. 2 subdivision.

The applicants have received clearance from Pleasant View City Public Works Department, taking into consideration the city's interests. The applicant has also obtained letters granting release of the easement from all of public utility companies required by the City including:

- Bona Vista Water
- Central Weber Sewer Improvement District
- Century Link/Lumen
- Comcast Cable
- Connex LLC
- Questar Gas / Enbridge Gas
- Weber-Box Elder Conservation District
- Rocky Mountain Power
- Strata Networks
- SenaWave
- OpticLoop

If approved, this modification will go into effect upon recordation at the Weber County Recorder's office.

STAFF RECOMMENDATION

Staff recommends approval of the petitioner's request to vacate this easement upon receipt of outstanding release letter.

STAFF CONTACT

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

ATTACHMENT(S)

- 1) Vicinity & Zoning Maps
- 2) Plat Map
- 3) Letters of Release

PART OF THE SE 1/4, OF SECTION 19, T.7N., R.1W., S.L.B. & M.
PARKVIEW ESTATES NO. 2

226

IN PLEASANT VIEW CITY

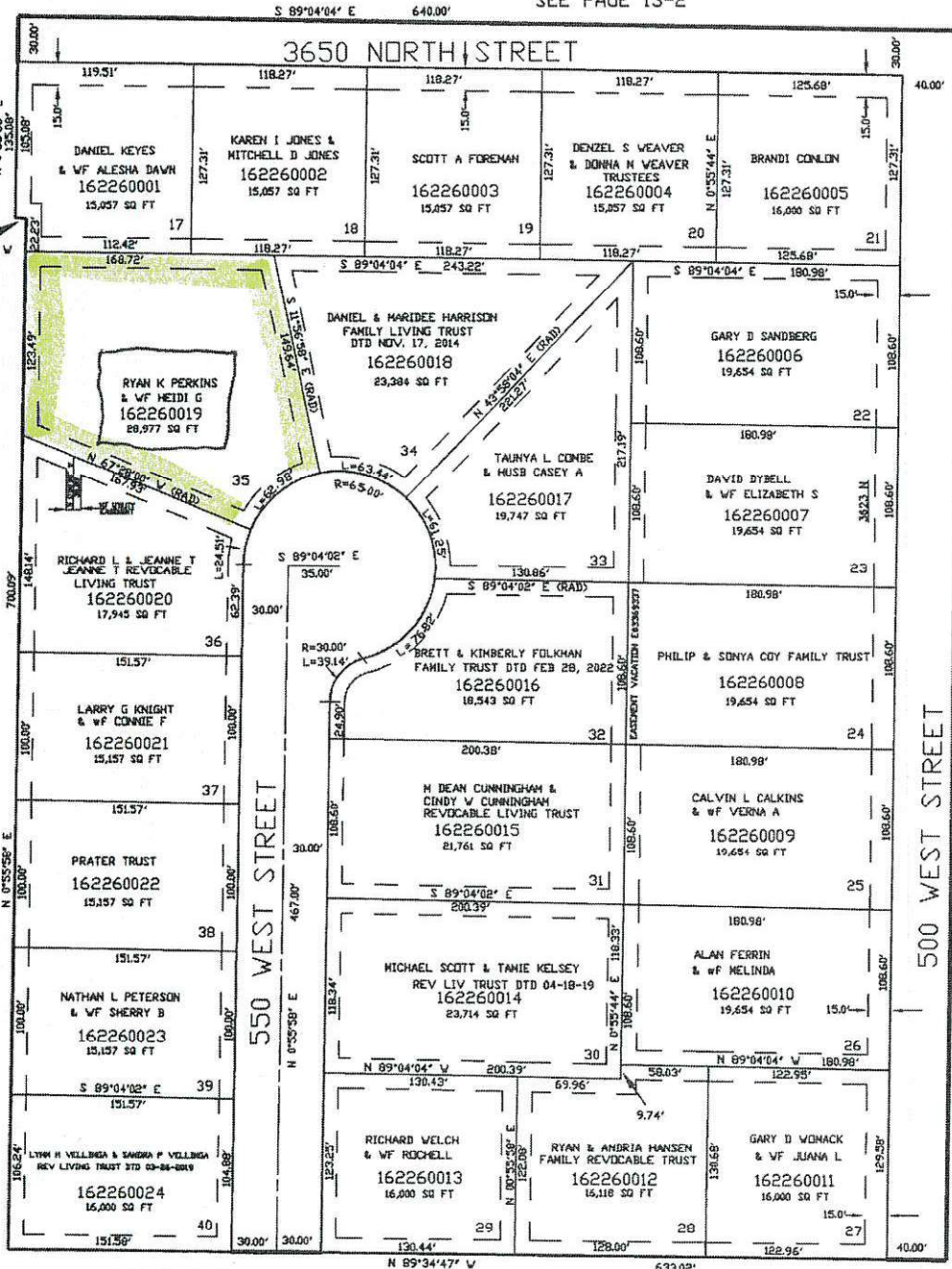
SCALE 1" = 60'

TAXING UNIT: 11

SEE PAGE 13-2

*Ryan Perkins
 801-564-2879
 Parkviewryon@gmail.com
 3619 N 550 W
 Pleasant View UT
 84414*

*Parkview Estates #2
 Lot #35
 Parcel 162260019*



SEE PAGE 21B

SEE PAGE 13-2

FOR COMPLETE ENG DATA SEE ORIGINAL DEDICATION PLAT IN BOOK 50, PAGE 09 OF RECORDS.

10' UTILITY & DRAINAGE EASEMENTS EACH SIDE OF PROPERTY LINES AS INDICATED BY DASHED LINES EXCEPT AS OTHERWISE SHOWN.

16

SEE PAGE 13-2

3500 NORTH STREET

FOR TAX PURPOSES ONLY

JW 08--99



Bona Vista Water Improvement District

2020 W 1300 N, Farr West, Utah 84404

Phone (801) 621-0474

March 20th 2026

Ryan Perkins
3619 N 550 W
Pleasant View, Utah 84414

RE: UTILITY EASEMENT RELEASE

The Bona Vista Water District hereby grants permission for Ryan Perkins to build on the North, West and East side of the property located at 3619 N 550 W, Parkview Estates lot 35, Parcel Number 162260019 in Weber County.

Best Regards,



Kenny Hefflefinger,
Assistant Manager

Board of Directors

Ronald Stratford, Chairman – Unincorporated Area
David Bolos, Vice Chairman – Farr West
Les Syme – Marriott-Slaterville
Roger Shuman – Harrisville
Phil Meyer – Plain City

Management

Matt Fox, Manager
Kenny Hefflefinger, Assistant Manager
Shauna Gilchrist, Administrative Manager



Ryan Perkins <perkinsryan8@gmail.com>

Easement Abatement

Kevin Hall <kevinh@centralweberut.gov>
To: Ryan Perkins <perkinsryan8@gmail.com>
Cc: James Dixon <jamesd@centralweberut.gov>

Wed, Mar 18, 2026 at 8:32 AM

Hello Ryan,

Central Weber Sewer Improvement District has no facilities on your property (Tax ID 162260019), and we have no plans to utilize the public utilities easements on this property in the future. You may forward this communication to the City in your application to vacate.

Thank you,

Kevin Hall

Central Weber Sewer Improvement District

801-731-3011

[Quoted text hidden]



Ryan Perkins <perkinsryan8@gmail.com>

Easement Abatement

Kevin Hall <kevinh@centralweberut.gov>
To: Ryan Perkins <perkinsryan8@gmail.com>

Tue, Mar 24, 2026 at 3:29 PM

Ryan:

I was able to speak with both Tyson and Tammy this afternoon. I explained that as a wholesale provider of treatment services we will not need to use this PUE. This is generally true throughout the City, and so we will work on that process. Tammy thought that the email provided will be sufficient for Central Weber Sewer Improvement District's clearance of your request.

[Quoted text hidden]

April 6th, 2026

Ryan Perkins
3619 N 550 W
Pleasant View UT 84414

No Reservations/No Objection

SUBJECT: APPROVAL TO PROCEED/ ENCROACHMENT
PROJECT NUMBER: P869570
LOCATION: 3619 N 550 W, Pleasant View, UT 84414
APN: 162260019, Lot 35

To Whom It May Concern:

QWEST CORPORATION D/B/A CENTURYLINK QC ("CenturyLink") is the holder of rights granted by the Parkview Estates No. 2, Plat Book 50, Page 09, Official Public Records of Weber County, Utah.

CenturyLink has reviewed your request to proceed with improvements as shown on Exhibit "A" ("Improvements"), said Exhibit "A" attached hereto and incorporated by this reference, within the Easement Tract and has no objections providing, however, the following terms and conditions are agreed to, and met, by Landowner:

1. Locates must be performed by a state recognized organization (i.e. Call Before You Dig, Blue Stake, etc.).
2. A minimum of three feet of cover above CenturyLink facilities is maintained at all times and the final grade provides for no less than three feet of cover.
3. If any CenturyLink facilities are damaged or require relocation as a result of said Improvements, or the act of installing, maintaining or removing said Improvements, Landowner agrees to bear the cost of repair and/or relocation of said CenturyLink facilities.
4. No buildings or structures are to be placed within the Easement Tract other than those, if any, that are approved by this APPROVAL TO PROCEED.

It is the intent and understanding of CenturyLink that this action shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

If you have any questions, please contact Lily Boehmer at (623) 703-5571, Lily.Boehmer@Lumen.com, or nre.easement@lumen.com.

Sincerely yours,

Lily Boehmer
Network Infrastructure Services
Lumen



Comcast Cable Communications, Inc.
1350 E. Miller Ave.
Salt Lake City, Utah 84106
801-401-3041 Tel
801-255-2711 Fax

March 19, 2026

Ryan Perkins
3619 North 550 West
Pleasant View, UT 84414

To whom it may concern,

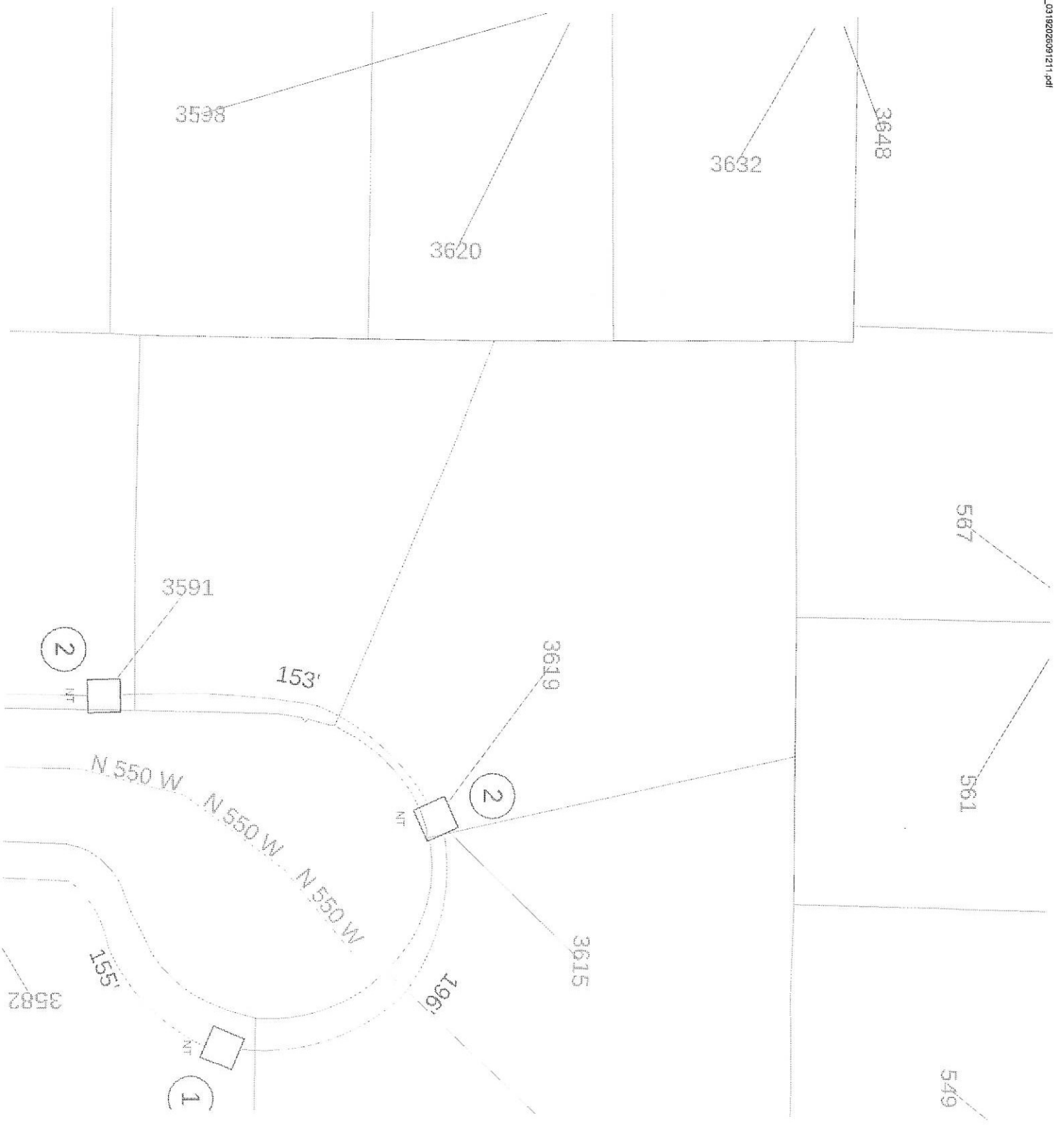
Comcast of Utah II grants permission to vacate the existing utility easements, which exists along the North, East, and West property lines of 3619 North 550 West, Pleasant View, UT, as long as it does not interfere with or deny access to our existing facilities (poles, cable, conduits, pedestal, electronics). Three feet of clearance must be maintained around all pedestals.

If you need our facilities to be moved, it can be done at your expense. If any damage is incurred to our facilities due to your encroachment, repairs will be done at your expense. Be sure to contact Blue Stakes to locate all utility services at least 48 hours before digging.

Sincerely,

Annette Harm

Annette Harm
Authorized Representative





1877 W 2800 S, Ogden, UT 84401

PUBLIC UTILITY EASEMENT RELEASE ACKNOWLEDGMENT

To Whom It May Concern,

Connext LLC currently has utility infrastructure located within the Public Utility Easement at or near the property address listed below.

Property Address: 3619 N 550 w
City: Pleasant View State: UT ZIP: 84414

The parcel number(s) associated with this property are:

Parcel Number(s): 162260019

Connext LLC has no current or planned utility infrastructure within the Public Utility Easement located along the following portions of the property:

southwest, west, north, east

Accordingly, Connext LLC has no objection to and agrees to the request to vacate the Public Utility Easement in the portion(s) identified above.

This acknowledgment applies **only** to the easement area(s) specified herein and does not affect any other existing easements or utility rights not expressly identified.

If you have any questions or require additional information, please contact Connext LLC using the information below.

Regards,



Craig Brown

Member / Manager

Connext LLC

Date: 3.17.2026

Space above for County Recorder's use
PARCEL I.D.# 162260019

DISCLAIMER OF UTILITY EASEMENT

The undersigned, QUESTAR GAS COMPANY dba Enbridge Gas Utah, Grantor, hereby disclaims and releases any rights, title or interest which it may have in and to the following-described real property in Weber County, Utah, to-wit:

All public utility easements, excepting the easement(s) or portion of easement(s) running adjacent and parallel to the street(s), located within Lot 35, Parkview Estates No. 2 Subdivision, located in the Southeast quarter of Section 19, Township 7 North, Range 1 West, Salt Lake Base and Meridian, Weber County, Utah; said Subdivision recorded in the Office of the County Recorder for Weber County, Utah.

IN WITNESS WHEREOF, this disclaimer and release of any right, title or interest has been duly executed on March 19, 2026.

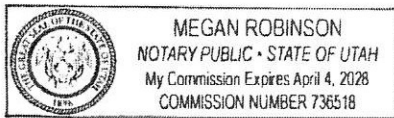
QUESTAR GAS COMPANY
Dba Enbridge Gas Utah

By: Pauline Caraveo
Authorized Representative

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On March 19, 2026, personally appeared before me Pauline Caraveo, who, being duly sworn, did say that (s)he is an Authorized Representative for QUESTAR GAS COMPANY dba Enbridge Gas Utah, and that the foregoing instrument was signed on behalf of said corporation pursuant to a Delegation of Authority.

Megan Robinson
Notary Public



Space above for County Recorder's use

PARCEL I.D.# 162260019

DISCLAIMER OF UTILITY EASEMENT

The undersigned, Opticloop Communications LLC, Grantor, hereby disclaims and releases any rights, title or interest which it may have in and to the following-described real property in Weber County, Utah, to-wit: All public utility easements, excepting the easement(s) or portion of easement(s) running adjacent and parallel to the street(s), located within Lot 35, Parkview Estates No. 2 Subdivision, located in the Southeast quarter of Section 19, Township 7 North, Range 1 West, Salt Lake Base and Meridian, Weber County, Utah; said Subdivision recorded in the Office of the County Recorder for Weber County, Utah.

IN WITNESS WHEREOF, this disclaimer and release of any right, title or interest has been duly executed on March 19, 2026.

Opticloop Communications LLC

By: _____

Precise fiber LLC Utah Area Manager



**WEBER-BOX ELDER™
CONSERVATION DISTRICT**

March 24, 2026

Ryan Perkins
3619 N 550 W
Pleasant View, UT 84414

RE: Release of Public Utility Easement

To Whom It May Concern:

We have been contacted by the property owner Ryan Perkins regarding the proposed vacation of the Public Utility Easement located along the southwestern, western, northern, and northeastern property lines of Parcel No. 16-226-0019.

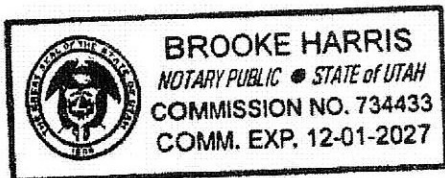
Based on our records, Weber-Box Elder Conservation District has no water mains, appurtenances, or other district facilities within the easement area. Accordingly, the District has no objection to the requested vacation of the Public Utility Easement, excluding easements along the frontage.

If you have any questions or require additional information, please contact me at (801) 621-6555.

Sincerely,

Dan Johnson
Engineering

On this 24th day of March, in the year 2026, before me
Brooke Harris, a notary public, personally appeared
Dan Johnson, proved on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument,
and acknowledged he/she/they executed the same. Witness my hand and official seal.



Notary Public: Brooke Harris

My Commission Expires: 12-01-2027

471 W 2nd Street, Ogden, UT 84404
(801) 621-6555



1438 West 2550 South
Ogden, Utah 84401

March 25, 2025

Ryan Perkins
Perkinsryan8@gmail.com
RE: EASEMENT ENCROACHMENT
Request: 7591146

Dear Ryan:

As you requested, Rocky Mountain Power hereby consents to a proposed encroachment of the utility easement on the North, East, and West side of the lot at or near 3619 N 550 W, Pleasant View, Utah, 84414.

However, this consent does not waive or relinquish any rights necessary to the operation, maintenance, renewal, construction, repair, addition, or removal of Power Company lines, conduit, or other power facilities, which are or may be located on said easement.

As consideration for the Power Company granting you permission to encroach upon said easement, it will be necessary for you to hold the Power Company harmless from all claims for personal injuries or damages to property when such injuries or damages, directly or indirectly, arise out of the existence, construction, installation maintenance, condition, use or presence of your structures upon said easement. Rocky Mountain Power shall not be responsible for any damages to structures or property located on said easement.

Please acknowledge the receipt of this letter and your consent to the aforementioned terms by returning an executed copy of this letter to me.

Sincerely,

Craig Garner
Estimator
(801) 629-4434

Consented to this 25 day of March 2026 year
Ryan Perkins



March 25, 2026

Ryan Perkins,

We received your request to review potential easements that are desired to be vacated. We do not have any telecommunication facilities near or around 3619 N 550 W, parcel # 162260019, Pleasant View Utah. Strata does not intend on placing any new facilities within the property easements. Strata does not object to vacating or adjusting utility easements on this property.

Please reach out if you need anything further or have additional questions.

Sincerely,



Shad Sagers

OSP Engineer

Strata Networks

-  435.622.6383
-  435.622.5383
-  ssagers@stratanetworks.com
-  stratanetworks.com
-  211 E 200 N, Roosevelt, UT 84065



435.622.5007



211 East 200 North, Roosevelt, UT 84066



2085 West Hwy 40, Vernal, UT 84078



April 7, 2026

Ryan Perkins
Address: 3619 N 550 W
Pleasant View 84414
Subdivision Parkview Estates
Lot #35, Parcel 162260019

RE: Release of Utility Easement

To Whom it May Concern:

The Property owner has contacted our office concerning vacating the utility easement on said property at above location. SenaWave does not currently have fiber lines in easement at the property. In the event SenaWave was to place lines in the Public Utility Easement or Right of Way, it would be along the main roads.

SenaWave will vacate any easement that may exist that conflicts with owner's plans to build a shed or other structure on the property, but maintain the easements along 550 W.

Sincerely,

A handwritten signature in cursive script that reads "David Bradshaw".

David Bradshaw

CEO



Planning Commission Staff Report

Preliminary Subdivision – Christofferson Ranch

May 7, 2026

BASIC INFORMATION

Applicant(s):	Val Poll
Property Owner(s):	Papa's Place LLC Matt and Christa Montano
Acreage:	26.33
Lots:	13
Location:	500 W 4300 N Weber County Parcel(s): 16-012-0101, 16-012-0015, 16-012-0016 16-009-0080, 16-012-0027
Current Zone:	A-2 (Agricultural)

BACKGROUND

General Plan Amendment:	Planning Commission: 11/7/24 City Council:
Rezoning Approved for A-2:	Planning Commission: 2/6/25 City Council:
Development Agreement:	??

PLANNING COMMISSION REVIEW

The Planning Commission will discuss and consider approval of a Preliminary Residential Subdivision located at approximately 500 W 4300 N, to be known as Christofferson Ranch. The application, including plans and required documents, has been through a series of review cycles and has been found to meet the requirements set forth in the approved Development Agreement and the standards of an RE-20 residential subdivision.

ANALYSIS

Requirements of the Development Agreement for the Christofferson Ranch

- 18.35.030 General Standards of Approval
 - A. Through the zone change process, land may be classified as suitable for a Special Approval Development pursuant to the following considerations as determined appropriate by the Planning Commission and City Council:

1. The classification is not in conflict with any applicable element of the Pleasant View City General Plan.
2. The land has features which are compatible with clustering or other nonstandard development.
3. The land has features which are compatible with the coordination and design of open spaces such as natural and scenic environmental features including wetlands, drainage courses, ridge line, slopes, trees, rock outcroppings, natural trails, and other special features.
4. Such land will be better preserved and enhanced by integrated planning and design as a whole, pursuant to the provisions of this Chapter, rather than under conventional zoning regulation. (Ord.2007-9, 6/26/07)

- 18.35.040 Cluster Development

- A. Cluster developments are intended to allow for the preservation of open spaces by permitting flexibility in neighborhood and subdivision lot design.
- B. The provision of open space may be developed as recreation facilities or left in its natural state for the preservation of natural features or wildlife areas or a combination thereof.
- C. It is not intended that this type of development be universally applied, but only where circumstances of natural features and land use make it appropriate and of special benefit to the residents of the development and/or the general public.
- D. Lot Regulations. The base requirement shall be the same as an RE-20 zone.
 1. Area. The minimum lot area for dwellings may be reduced below the base area, subject to specific approval of a development plan, but in no case less than as required in an RE15 zone.
 2. Width. The minimum lot width may be reduced below the base width, subject to specific approval of a development plan, but in no case to less than 85 feet.
- E. Slope Exclusion. Lands with an average slope of thirty-five percent or greater shall not be classified as developable and shall not be considered when determining reductions in lot area or width. Such lands may be dedicated as open space but may only be considered in the open space substitution requirements, as required in F, on a 50% basis.
- F. Open Space Substitution. There shall be permanently reserved within the development for recreation and/or open space, parcels of land whose total area is not less than the amount by which the areas of the residential lots are reduced below the base requirements, provided however, that no individual parcel of land shall be less than one acre and the total open area shall be no less than three acres.

G. Open Space Preservation.

1. Recreation and/or open space areas to be permanently reserved shall be improved, landscaped, and maintained in accordance with a plan approved by the planning commission and city council. If the recreation/open spaces are to remain in their natural state, this too shall be approved by the planning commission and city council.

2. To insure that the recreation and/or open space parcels are permanently reserved and maintained, the city will require, as deemed appropriate by the city:

a. Open space easements for such parcels be deeded to Pleasant View City with the recording of the final plat of the cluster subdivision; or

b. Appropriate covenants and agreements which restrict the land perpetually as open space for common use and for permanent maintenance of such areas by the developer or home owners association to be recorded along with the final plat of the cluster subdivision. i. If the developer forms a home owners association for the permanent maintenance and other responsibilities regarding the common open space, such documents shall be approved by the city and recorded in the office of the Weber County Recorder at the same time as the final plat; or

3. Dedicating to the city such open space areas. (Ord.2007-9, 6/26/07)

- 500 W Road
 - Standard 60 foot right of way
 - 5 foot sidewalk required on the east side extending from 4300 N to 4575 N
 - A 5 foot sidewalk will be required on southern three west lots off 4300 N
- 4400 N Road Extension
 - Dedicated 60 foot right-of-way extending from it's current terminus westward to 500 W
- All other requirements as stated in the Development Agreement dated 8/14/2025.

STAFF RECOMMENDATION

Staff recommends **approval** along with conditions listed below:

Conditions:

- 1) Satisfy all outstanding staff review comments and corrections (see attached redline plat)

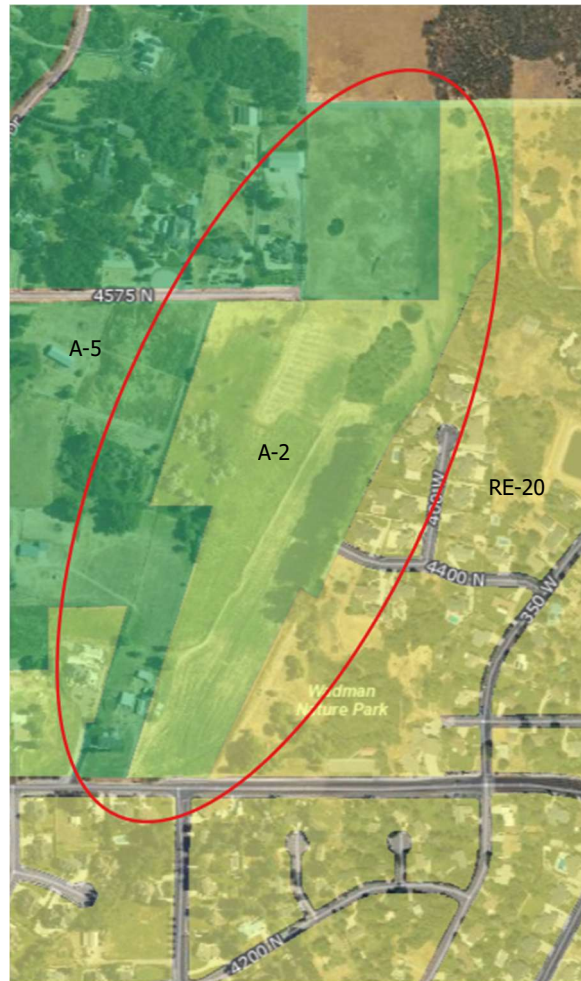
STAFF CONTACT

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

ATTACHMENT(S)

- 1) Vicinity & Zoning Maps
- 2) Plat Map
- 3) Development Agreement

ATTACHMENT 1) Vicinity & Zoning Maps

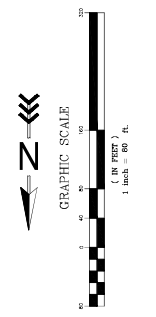


ATTACHMENT 2) Plat Map

ATTACHMENT 3) Development Agreement

CHRISTOFFERSON RANCH SUBDIVISION

PLEASANT VIEW CITY, WEBER COUNTY, UTAH
 LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 18
 AND THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 17,
 TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
 AS SURVEYED PER ROS 8158 (5/15/2025) AND ROS 8120 (8/20/2025)



FOUND 1979 3.0" BRASS MONUMENT AT THE CENTER OF SEC. 17, T1N, R1W, S11.8M.

FOUND 1982 3" BRASS MONUMENT AT THE CENTER OF SEC. 17, T1N, R1W, S11.8M.

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TABULATIONS
 TOTAL IMPROVEMENTS SQUARE FEET OR 76.33 ACRES
 ROADWAY: 120,200 SQUARE FEET OR 2.67 ACRES
 OPEN SPACE/COMMON AREA: 408,262 SQUARE FEET OR 9.37 ACRES
 PRIVATE: 809,351 SQUARE FEET OR 13.96 ACRES

IMPERVIOUS AREA RESTRICTIONS
 IMPROVEMENTS CANNOT EXCEED THE MAXIMUM IMPROVEMENT AREAS LISTED FOR EACH LOT AS FOLLOWS:

- LOT 1 - 7,500 SQ. FT.
- LOT 2 - 9,000 SQ. FT.
- LOT 3 - 11,500 SQ. FT.
- LOT 4 - 11,500 SQ. FT.
- LOT 5 - 11,500 SQ. FT.
- LOT 6 - 11,500 SQ. FT.
- LOT 7 - 11,500 SQ. FT.
- LOT 8 - 11,500 SQ. FT.
- LOT 9 - 11,500 SQ. FT.
- LOT 10 - 11,500 SQ. FT.
- LOT 11 - 11,500 SQ. FT.
- LOT 12 - 9,000 SQ. FT.
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- LOT 81 - 9,000 SQ. FT.
- LOT 82 - 9,000 SQ. FT.
- LOT 83 - 9,000 SQ. FT.
- LOT 84 - 9,000 SQ. FT.
- LOT 85 - 9,000 SQ. FT.
- LOT 86 - 9,000 SQ. FT.
- LOT 87 - 9,000 SQ. FT.
- LOT 88 - 9,000 SQ. FT.
- LOT 89 - 9,000 SQ. FT.
- LOT 90 - 9,000 SQ. FT.
- LOT 91 - 9,000 SQ. FT.
- LOT 92 - 9,000 SQ. FT.
- LOT 93 - 9,000 SQ. FT.
- LOT 94 - 9,000 SQ. FT.
- LOT 95 - 9,000 SQ. FT.
- LOT 96 - 9,000 SQ. FT.
- LOT 97 - 9,000 SQ. FT.
- LOT 98 - 9,000 SQ. FT.
- LOT 99 - 9,000 SQ. FT.
- LOT 100 - 9,000 SQ. FT.

Review #2 comment:
 Note for fire sprinkler requirement if over 6200-sf
 unless drainage calcs are revised, note restricting
 impervious area per lot to 6466 6200 SFs required

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LEGEND

- SUBDIVISION BOUNDARY LINE
- LOT LINE
- RIGHT-OF-WAY LINE
- THE LINE
- PUBLIC UTILITY EASEMENT (P.U.E.) LINE
- RECORD DEED DIMENSION
- SURVEY MARKER AS DESCRIBED
- CENTERLINE STREET DIMENSION TO BE INSTALLED

MT. MAJESTIC AMENDED SUBDIVISION

DIAMOND ESTATES SUBDIVISION

PARCEL A (OPEN SPACE) OR 230 ACRES

LOT 10
 49,279 SF
 OR 1.13 ACRES
 4442 N 500 W

LOT 9
 48,143 ACRES
 OR 1.13 ACRES
 4442 N 500 W

LOT 8
 44,418 ACRES
 OR 1.13 ACRES
 4442 N 500 W

LOT 7
 39,152 SF
 OR 0.88 ACRES
 4442 N 500 W

LOT 6
 38,211 SF
 OR 0.88 ACRES
 4442 N 500 W

LOT 5
 34,018 SF
 OR 0.78 ACRES
 4442 N 500 W

LOT 4
 42,851 SF
 OR 0.98 ACRES
 4442 N 500 W

LOT 3
 43,522 SF
 OR 0.99 ACRES
 4442 N 500 W

LOT 2
 29,275 SF
 OR 0.67 ACRES
 4442 N 500 W

LOT 1
 49,816 SF
 OR 1.14 ACRES
 4442 N 500 W

PARCEL B (OPEN SPACE) OR 230 ACRES

WADMAN NATURE PARK NATIVE
 PLEASANT VIEW CITY
 520 W ELBERTA DR

500 WEST STREET

4300 NORTH

500 WEST STREET

4450 NORTH 900 WEST

4450 NORTH 900 WEST

4450 NORTH 900 WEST

4450 NORTH 900 WEST

4450 NORTH 900 WEST

4450 NORTH 900 WEST

4450 NORTH 900 WEST

NOTES

- 1) THIS SUBDIVISION WAS PREPARED IN REFERENCE TO THESE ALTA SURVEYS BEING AS FILE NUMBERS 8158 AND 8120, ON FILE AT THE WEBER COUNTY, UTAH SURVEYOR'S OFFICE. THE EXISTING PROPERTY CORNERS OF THE SUBDIVISION HAVE BEEN MONUMENTED PER SAID SURVEYS.
- 2) 5/8" REBAR AND CAP (STAMPED "U W PLS 12/47/87") TO BE SET AT ALL CORNERS. COPPER PLUGS TO BE SET IN THE TOP OF THE CURB.
- 3) ALL LOTS ARE SUBJECT TO THE 2020 ZONE REGULATIONS, BUILDING RESTRICTIONS, AND BUILDING SETBACK STANDARDS DEFINED IN CHAPTER 18.10 OF THE PLEASANT VIEW CITY MUNICIPAL CODE.
- 4) OPEN SPACE RESTRICTIONS: OPEN SPACE TO REMAIN OPEN AND UNDEVELOPED EXCEPT FOR APPROVED RECREATIONAL, AGRICULTURAL, AND WILDLIFE PRESERVATION PURPOSES. ALL ANIMALS ALLOWED IN THE A-2 ZONE WILL BE ALLOWED ON PARCEL A AND B PERPETUAL OPEN SPACE. OPEN SPACE RESTRICTIONS SHALL APPLY TO ALL LOTS AND SHALL NOT BE LIMITED TO FERTILIZATION, MOWING, AND PEST MAINTENANCE AT NO TIME. UNDER NO CIRCUMSTANCE SHALL THE OVERALL SIZE OF PARCEL A OR B BE REDUCED OR FLOORED INTO ANYTHING OTHER THAN THE ABOVE.
- 5) FOUNDATIONS AND BASEMENTS: THE DEPTH OF THE TOP OF FLOOR SLABS ARE LIMITED TO 3 FEET ABOVE THE ELEVATION OF GROUNDWATER. FOUNDATION SUBIRGANS FOR BASEMENTS ARE NEEDED FOR BASEMENTS DEEPER THAN 4 FEET BELOW EXISTING GRADES.
- 6) THE SPRINKLERS REQUIRED FOR BUILDINGS OVER 6200 SQUARE FEET.

LINE TABLE

LINE #	BEARING	DIST
L1	S24° 45' 04" W	125.927
L2	S24° 51' 04" W	44.517
L3	S18° 57' 04" W	125.497
L4	S45° 05' 43" W	69.337
L5	S35° 34' 48" W	102.059
L6	N89° 44' 25" W	120.717
L7	S00° 50' 48" W	18.217
L8	S45° 41' 58" W	28.447
L9	S45° 05' 43" W	27.447
L10	N64° 01' 04" E	141.47
L11	S25° 58' 50" E	141.47
L12	N45° 02' 31" E	141.47
L13	N44° 57' 30" W	141.17

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEG	CHORD END
C1	146.637	4980.000	194.387	N89°46'15" W	146.633
C2	52.847	363.000	87.023	N04°21'15" E	52.729
C3	66.458	303.000	107.937	N33°46'16" E	66.339
C4	119.327	963.000	187.900	S09°30'04" W	118.728
C5	56.055	330.000	97.432	N68°07'02" W	55.938
C6	46.174	270.000	97.431	N68°05'15" W	46.059
C7	71.597	300.000	137.400	S121°10'47" W	71.399
C8	109.351	360.000	172.413	S107°05'58" W	108.933
C9	92.537	303.000	172.937	N119°52'01" E	92.173
C10	12.837	303.000	22.954	N01°22'01" E	12.833
C11	105.361	303.000	195.524	N107°05'21" E	104.833
C12	115.227	333.000	194.907	N109°41'21" E	114.655
C13	51.107	300.000	97.453	N68°08'17" W	51.003
C14	101.387	330.000	173.610	S107°25'57" W	100.939

THIS 10 FOOT WIDE DRAINAGE & EASEMENT CHANNEL IS TO BE LOCATED ACROSS LOTS 6, 7, & 8 TO BENEFIT THE EXISTING CHANNEL THAT COLLECTS SURFACE WATER AND WATER PONDING THE OWNERS OF LOTS 6, 7, & 8 CAN NOT RESTRICT THE DRAINAGE OR ERECT ANY REMAINING STRUCTURE IN THE EASEMENT CHANNEL. THE RESPONSIBILITY OF THE LOT OWNER(S), THE LOT OWNER(S) MAY PIPE THE DRAINAGE UNDERGROUND WITH THE APPROVAL AND SIGNATURE OF PLEASANT VIEW CITY'S ENGINEERING DEPARTMENT.

WILLIAM G. AND CATHARINE M. GRAHAM
 16-012-0089
 4520 NORTH 900 WEST
 (SEE RECORD OF SURVEY FILE NO. 519)

WILLIAM G. AND CATHARINE M. GRAHAM
 16-012-0079
 540 W 4300 N
 (SEE RECORD OF SURVEY FILE NO. 519)

WILLIAM G. AND CATHARINE M. GRAHAM
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 4520 NORTH 900 WEST
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 16-012-0089
 4520 NORTH 900 WEST
 (SEE RECORD OF SURVEY FILE NO. 519)

WILLIAM G. AND CATHARINE M. GRAHAM</

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 15th day of August, 2025, by and between the Pleasant View City Corporation, a municipal corporation of the State of Utah (the "City"), and Papa's Place LLC and The Matthew and Christa Montano Family Trust Dated January 18, 2024, a developer (the "Developer").

RECITALS

WHEREAS, Developer is the owner of certain real property located within the corporate limits of the City, more particularly described in **Exhibit A** attached hereto (the "Property"); and

WHEREAS, Developer desires to develop certain real property located in the City, consisting of approximately 26.33 acres into a cluster subdivision ("Christofferson Ranch Subdivision"); and

WHEREAS, Pleasant View City Code §18.35 (**Attachment 1**) provides for Special Approval Residential Zones including the option to cluster development with an effective development agreement in place, with an intention to create more attractive and desirable environments within residential areas of the city. These zones are intended to allow for diversification in the relationship of various uses and structures to their sites and to encourage new and imaginative concepts in the design of neighborhood and housing projects in the city; and

WHEREAS, the Parties desire to set forth the terms and conditions under which the Property will be developed, including infrastructure improvements, road dedications, open space preservation, and utility placements; and

WHEREAS, the Parties are entering into this Agreement to establish clear rights and responsibilities for the development of the Property, and to avoid any claim that the City's actions result in a taking of private property without just compensation under applicable law; and

WHEREAS, Developer agrees to comply with the provisions of Utah Code Annotated, City ordinances, and other applicable laws and regulations governing development within the City.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree to the following:

1. **Developer's Responsibilities.** Developer shall be responsible for the following:
 - 1.1. Subdivision Layout
 - a. All requirements contained in §17.18 (**Attachment 2**) Subdivision Development Standards shall be adhered except as otherwise provided in §18.35 and this Agreement.
 - b. Roadways as detailed in Section 1.2; all rights-of-way shall be dedicated to the City as public roadways

- c. Detention as detailed in section 1.3; detention parcel may be included in the below described calculations but shall be dedicated to the City upon subdivision plat recordation.
- d. Maximum number of lots shall be calculated as: the overall Property area of 26.33 acres divided by 2 acres. Maximum number of lots would be 13.
- e. All area not included in road rights-of-way, detention pond parcel, or lots shall be open space as per §18.35.040¹.
- f. Lots shall meet requirements as per §18.35.040.
- g. The Developer shall obtain an access/trail easement from the owner of Lot 13 Mt. Majestic Subdivision. The Developer shall construct, and dedicate to the city, a bark trail connecting Wadman Park to 4400 North (over top the existing utility easement of Lot 13 Mt. Majestic Subdivision).
- h. Sensitive Lands Protection: The subdivision layout shall take into account the surrounding environment, particularly sensitive lands, wetlands, and ecologically sensitive areas. Wetlands located on Parcel A shall be shown on the final plat.
- i. Concept subdivision layout is shown in **Exhibit B**.

1.2. Roadways

- a. 4300 North Road – Developer shall:
 - i. Design and construct any necessary improvements as designated by the City’s Development, *Design, and Construction Standards*.
- b. 500 West Road – Developer shall:
 - i. Dedicate a 60-foot wide right-of-way extending from 4300 North Road to 4575 North Road.
 - ii. Design and construct a 60-foot wide standard roadway with the exception that a 5’ wide cement sidewalk will be required on the east side and extend from 4300 N to 4575 N. A 5’ cement sidewalk will also be required on the southern 3 west lots off 4300 N.
- c. 4400 North Road – Developer shall:
 - i. Dedicate a 60-foot wide right-of-way extending from its current terminus westwards to 500 West. It is not required to dedicate a right of way for 4400 North going west of 500 W to the western boundary of the subdivision.
 - ii. Design and construct 60-foot-wide road to match existing road on 4400 North from its current terminus to 500 West.
- d. 4575 N Road Adjacent to Property listed as Weber County Parcel 16-012-0016.
Developer is not required to improve any of the City’s existing road along 4575 N.

¹ All references to Pleasant View City Code shall be as contained in Attachment I.

1.3. Utility Infrastructure

- a. Developer shall provide all required improvements per the Pleasant View City Code and the Development, Design, and Construction Standards, current versions as of the date of this Agreement, unless otherwise provided for in this Agreement.
- b. Developer shall provide licensed contractor's bid for the 500 West water line improvements and shall negotiate in good faith with the City for the reimbursement of improvements as detailed in paragraph 2.1.a.
- c. Developer may work with the property owner of Lot 13 of Mt. Majestic Subdivision (415 W 4400 N) for the relocation of the existing detention pond and negotiate any required agreements. If this option is taken:
 - i. The Mt. Majestic Subdivision detention pond design volume of 16, 290 cf shall be added to the proposed subdivision's detention pond calculated volume. (Original calculations are on file with the City Engineer's office.)
 - ii. Developer shall design and construct any necessary infrastructure improvements associated with the relocation of the detention pond.
 - iii. Developer shall prepare and present to City a Release of Easement document for the vacation of the detention pond easement on Lot 13 of Mt. Majestic Subdivision.
- d. Drainage Considerations: The drainage system shall be designed to efficiently channel stormwater runoff into an approved drainage system, preventing erosion and ensuring roadway longevity. Where applicable, inlets and stormwater detention and retention features shall be incorporated, with the following measures also incorporated:
 - i. Stormwater Management and Recharge: The drainage system shall include features such as bioswales, vegetated strips, or strategically placed infiltration basins to promote on-site water infiltration and reduce direct runoff into storm drains.
 - ii. Low-impact development (LID) techniques, such as vegetated buffers and natural drainage channels, shall be incorporated to protect native habitats.
 - iii. Erosion Control and Sediment Management: Best management practices (BMPs) shall be implemented to prevent erosion and sedimentation, particularly in areas with steep slopes or near water bodies. Temporary and permanent erosion control measures, such as silt fences, check dams, and hydroseeding, shall be utilized during and after construction.
 - iv. Water Quality Considerations: The drainage system shall be designed to reduce pollutants entering local waterways. This may include the integration of vegetative filtration strips, stormwater treatment systems, or oil/grit separators where runoff from road surfaces is significant.

1.4. Special Subdivision Requirements

a. Subdivision Dedication

- i. Developer shall preserve Parcel A as a perpetual open space in accordance with §18.35.040.G Perpetual preservation will be accomplished by recording the Dedication Agreement with Weber County as outlined in **Exhibit C** on the final plat.
- ii. The Developer shall be responsible for maintaining Parcel A as nature scape for wildlife preservation, agricultural and recreational purposes. All agricultural uses consistent with the current A-2 zone are permitted Specific maintenance obligations include but are not limited to fertilization, mowing, and fence maintenance.

b. Wet lands, as shown in *Aquatic Resources Delineation Christofferson Farm Pleasant View, Utah, May 2022*, prepared by Wetland Resources (Logan, Utah), on file with the City, shall be shown on the subdivision plat.

c. Landscaping requirements:

- i. Developer shall secure from Pineview Water Systems secondary water for a minimum of ½ acre of landscaped yard per lot.
- ii. Open space shall not be irrigated with culinary or Pine View secondary water. Developer may irrigate open space with surface water rights owned by Developer.
- iii. Each lot owner shall submit a landscaping plan from a licensed landscape architect to the Developer. Any additional water required above the ½ acre minimum will be provided by the individual lot owner. Pine View Water will provide a Will Serve letter as part of the subdivision process.

2. **City Responsibilities.** The City shall be responsible for the following:

2.1. Water Infrastructure.

- a. If replacement of the water line is determined to be warranted during the review of the subdivision improvement plans, at the City's sole discretion, then the City shall reimburse Developer for the relocation of the existing water infrastructure following the 500 West road alignment. Relocation includes the installation of new 10-inch PVC water line, and abandonment in place of existing water line; construction of new pressure reducing valve station and abandonment in place of existing station; all disconnections of existing water line at 4575 North and 4300 North, and connections of new 10-inch water line at 4575 North and 4300 North.
- b. City shall vacate all rights to the existing water line easement, whether written or prescriptive, upon recordation of the subdivision plat.

2.2. Storm Water

- a. City shall accept proposed subdivision's storm water detention pond parcel upon the recordation of the subdivision plat. The size of the parcel will be determined by the

calculation of storm water detention required for the added hardscape within the development per the City's Development, Design, and Construction Standards.

- b. Upon Final Acceptance of the subdivision improvements as detailed in City Code §17.16.060, City shall operate and maintain said detention pond.
- c. If Mt. Majestic Subdivision detention pond substitution is completed, City shall sign a Release of Easement document for the vacation of the detention pond easement on Lot 13 of Mt. Majestic Subdivision. If relocation of the existing detention pond is approved, 16,290 cf of capacity will be added to the calculation of the calculated storm water detention of the development and the size of the detention pond parcel will be increased accordingly.

3. General Provisions.

- 3.1. The Parties shall cooperate in good faith to implement the terms of this Agreement.
- 3.2. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties.
- 3.3. Any disputes arising under this Agreement shall be resolved through mediation or arbitration before resorting to litigation.

4. Term and Binding Effect.

- 4.1. The rights and responsibilities of the Developer under this agreement shall be binding upon the Developer, its successors, assigns, and all subsequent owners of the Property.
- 4.2. This Agreement shall be recorded with the County Recorder's Office to provide notice of its terms to all future owners.
- 4.3. The rights and responsibilities of the Developer under this agreement shall have an expiration date of 3 years from the date of execution. Extension of the agreement term can be granted for additional 1 year terms as long as significant progress is being made as determined by the City Council.
- 4.4. The rights and responsibilities of the Developer under this agreement are transferable from the Developer to its successors, assigns, and all subsequent owners of the Property.

5. **Severability.** If any portion of this Agreement is held to be unenforceable, any enforceable portion thereof and the remaining provisions shall continue in full force and effect. No rule of strict construction shall be applied against any Party. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with all Federal and State laws, and City ordinances, codes, procedures, regulations, and rules.

7. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties hereto relative to the subject matter hereof and shall not be modified or amended except by a written instrument executed by all the Parties.

8. **Contact Information.** Any notices, requests, or demands required or desired to be given hereunder shall be made to the Parties as follows:

9.

For Developer: Papa's Place LLC
 C/O Val Poll
 3823 Evergreen Drive
 Pleasant View, UT 84414

Matthew and Christa Montano Family Trust
3196 N. 1250 W.
Pleasant View, UT 84414

For City: Andrea Steiniger
 City Administrator
 Pleasant View City
 520 W. Elberta Dr.
 Pleasant View, UT 84414

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

10. **Exhibits to this Agreement.** Exhibits to this Agreement are enumerated as follows:

- 10.1. Exhibit A – Property Description
- 10.2. Exhibit B – Concept Subdivision Layout
- 10.3. Exhibit D – Dedication Agreement

11. Attachments to this Agreement

- 11.1. Attachment 1 – Pleasant View City Code §18.35 Special Approval Residential Zones
- 11.2. Attachment 2 – Pleasant View City Code §17.18 Subdivision Development Standards
- 11.3. Attachment 3 – Pleasant View City Code §17.20 Required Improvements and Guarantees

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

Pleasant View City Corporation, Utah

Leonard Call
By: Leonard Call, Mayor

Date: 8/14/2025

Attest:

Laurie Hellstrom
City Recorder



NOTARY ACKNOWLEDGMENT

STATE OF UTAH)

: ss.

COUNTY OF Webber)

On this 14th day of August, 2025 before me, the undersigned notary public, personally appeared Leonard M. Call, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which he/she acted executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

Notary Public Signature: Laurie Hellstrom

Printed Name: Laurie Hellstrom

Commission No.: 738407

My Commission Expires: 7/29/2028



DEVELOPER

Val L. Poll

By: Val Poll

Date: 8-15-25

NOTARY ACKNOWLEDGMENT

STATE OF UTAH)

: ss.

COUNTY OF Weber

On this 15th day of August, 2025 before me, the undersigned notary public, personally appeared Val Poll, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which he/she acted executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

Notary Public Signature: Laurie Hellstrom

Printed Name: Laurie Hellstrom

Commission No.: 738407

My Commission Expires: 7/29/28



Exhibit A – Property Description

Parcels contained withing Christofferson Ranch Subdivision:

Parcel #160120016

Legal Description:

COMMENCING AT A 3.0" BRASS CAP MONUMENT SET IN 1982 AT THE WEST QUARTER OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE SECTION LINE SOUTH 00°11'12" WEST 790.67 FEET (RECORD = SOUTH 780.00 MORE OR LESS) TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 4575 NORTH STREET AND THE POINT OF BEGINNING.

THENCE ALONG SAID SECTION LINE SOUTH 00°11'12" WEST 15.15 FEET TO A REBAR & CAP SET PER THAT BOUNDARY LINE AGREEMENT KNOWN AS ENTRY NO. 3222830 AND ENTRY NO. 3228711 ON FILE AT THE WEBER COUNTY, UTAH RECORDER'S OFFICE; THENCE DEPARTING SAID SECTION LINE AND

ALONG SAID AGREED TO LINE SOUTH 27°59'13" WEST 387.92'; THENCE DEPARTING SAID LINE SOUTH 89°55'35" WEST 308.28 FEET TO THE EAST PROPERTY LINE PER RECORD OF SURVEY NUMBER 519, DATED 12/18/1990, ON FILE IN THE WEBER COUNTY, UTAH SURVEYOR'S OFFICE; THENCE ALONG SAID EAST LINE NORTH 18°56'43" EAST 377.91 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 4575 NORTH STREET; THENCE DEPARTING SAID EAST LINE AND ALONG SAID RIGHT-OF-WAY LINE NORTH 89°53'50" EAST 367.97 FEET TO THE POINT OF BEGINNING.

CONTAINS 122,141 SQUARE FEET OR 2.80 ACRES

Parcel #160120015

Legal Description:

COMMENCING AT A 3.5" BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING NORTH 89°50'22" WEST 2683.52 FEET ALONG THE SECTION LINE AND BASIS OF BEARING FROM A 3.0" BRASS CAP MONUMENT SET IN 1975 AT THE SOUTH QUARTER OF SAID SECTION 17; THENCE NORTH 89°44'25" WEST 710.83 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 1 WEST; THENCE DEPARTING SAID SECTION LINE NORTH 19°01'04" EAST 1153.00 FEET THROUGH A STEEL POST AND ALONG AN OLD FENCE LINE TO THE POINT OF BEGINNING.

THENCE DEPARTING SAID FENCE LINE AND ALONG THE NORTH LINE OF THE JONES PROPERTY THE FOLLOWING THREE COURSES; 1) SOUTH 87°30'23" WEST 198.53 FEET; 2) NORTH 19°10'35" EAST 7.15 FEET; 3) SOUTH 89°55'35" WEST 94.24 FEET TO THE OLD FENCE LINE, ALSO BEING ON THE EAST PROPERTY LINE PER

RECORD OF SURVEY NUMBER 519, DATED 12/18/1990, ON FILE IN THE WEBER COUNTY, UTAH SURVEYOR'S OFFICE; THENCE ALONG SAID EAST LINE NORTH 18°56'43" EAST 434.38 FEET; THENCE DEPARTING SAID EAST LINE NORTH 89°55'35" EAST 308.28 FEET TO THE LINE ESTABLISHED PER THAT BOUNDARY LINE AGREEMENT KNOWN AS ENTRY NO. 3222830 AND ENTRY NO. 3228711 ON FILE AT THE WEBER COUNTY, UTAH RECORDER'S OFFICE; THENCE ALONG SAID LINE SOUTH 27°59'13" WEST 109.29 FEET TO A REBAR & CAP SET PER SAID BOUNDARY LINE AGREEMENT; THENCE TO AND ALONG AN OLD WIRE FENCE LINE SOUTH 19°01'04" WEST 330.79 FEET TO THE POINT OF BEGINNING.

CONTAINS 120,447 SQUARE FEET OR 2.77 ACRES

Parcel #160120017

Legal Description:

COMMENCING AT A 3.5" BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING NORTH 89°50'22" WEST 2683.52 FEET ALONG THE SECTION LINE AND BASIS OF BEARING FROM A 3.0" BRASS CAP MONUMENT SET IN 1975 AT THE SOUTH QUARTER OF SAID SECTION 17; THENCE NORTH 89°44'25" WEST 710.83 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 1 WEST; THENCE DEPARTING SAID SECTION LINE NORTH 19°01'04" EAST 46.91 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 19°01'04" EAST 1436.89 FEET TO A REBAR AND CAP SET PER THAT BOUNDARY LINE AGREEMENT KNOWN AS ENTRY NUMBERS 3222830 AND 3228711 ON FILE AT THE WEBER COUNTY, UTAH RECORDER'S OFFICE; THENCE ALONG THE LINE ESTABLISHED PER SAID BOUNDARY LINE AGREEMENT NORTH 27°59'13" EAST 497.21 (RECORD = NORTH 27°59'13" EAST 496.97') FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE ALONG SAID SECTION LINE SOUTH 00°11'12" WEST (RECORD = SOUTH) 1110.84 FEET TO AN EXISTING FENCE AS DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED KNOWN AS ENTRY NUMBER 527193 IN BOOK 928 AT PAGE 144 ON FILE AT SAID RECORDER'S OFFICE; THENCE DEPARTING SAID SECTION LINE AND ALONG SAID FENCE SOUTH 28°28'27" WEST 632.61 FEET (RECORD = SOUTH 28°12'23" WEST 638.74 FEET, MORE OR LESS); THENCE DEPARTING SAID FENCE NORTH 89°43'56" WEST (RECORD = WEST) 81.50 FEET; THENCE SOUTH 28°01'04" WEST (RECORD = SOUTH 27°45'00" WEST) 132.01 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 4300 NORTH STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 89°44'25" WEST 40.39 FEET; THENCE SOUTH 00°56'48" WEST 18.21 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE AS DESCRIBED PER THAT CERTAIN WARRANTY DEED KNOWN AS ENTRY NUMBER 3361429 RECORDED MARCH 17, 2025, ON FILE AT THE WEBER COUNTY, UTAH RECORDER'S OFFICE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 89°37'04" WEST 65.53 FEET (RECORD = SOUTH 89°36'54" EAST 65.67') TO THE BEGINNING OF A 4960.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 146.63' FEET (RECORD = 146.67') THROUGH A CENTRAL ANGLE

OF 01°41'38" (RECORD = 01°41'39"), CHORD BEARING NORTH 88°46'15" WEST 146.63 FEET (RECORD = SOUTH 88°46'04" EAST 146.66 FEET) TO THE POINT OF BEGINNING CONTAINS 543,219 SQUARE FEET OR 12.47 ACRES.

Parcel #160090020

Legal Description:

COMMENCING AT A 3.5" BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING NORTH 89°50'22" WEST 2683.52 FEET ALONG THE SECTION LINE AND BASIS OF BEARING FROM A 3.0" BRASS CAP MONUMENT SET IN 1975 AT THE SOUTH QUARTER OF SAID SECTION 17; THENCE NORTH 00°11'12" EAST 734.25 FEET (RECORD = NORTH 738.08 FEET) ALONG THE SECTION LINE TO AN EXISTING FENCE LINE AS DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED KNOWN AS ENTRY NUMBER 527193 IN BOOK 928 AT PAGE 144 ON FILE AT THE WEBER COUNTY, UTAH RECORDER'S OFFICE AND THE **POINT OF BEGINNING**.

THENCE ALONG SAID SECTION LINE NORTH 00°11'12" EAST 1125.99 FEET TO A POINT ON A FENCE LINE BEING SOUTH 00°11'12" EAST 790.66 FEET FROM A 3.0 INCH BRASS CAP MONUMENT SET IN 1982 AT THE WEST QUARTER OF SAID SECTION 17; THENCE DEPARTING SAID SECTION LINE ALONG SAID FENCE NORTH 89°53'50" EAST 603.82 FEET TO AN EXISTING FENCE LINE AS DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED KNOWN AS ENTRY NUMBER 527193 IN BOOK 928 AT PAGE 144 ON FILE AT THE WEBER COUNTY, UTAH RECORDER'S OFFICE; THENCE ALONG SAID FENCE LINE, COINCIDENT WITH THE AMENDED MT. MAJESTIC SUBDIVISION WHERE IT ADJOINS, THE FOLLOWING EIGHT (1) COURSES; (1) SOUTH 22°35'04" WEST (RECORD = SOUTH 22°19'00" WEST) 86.11 FEET; (2) SOUTH 24°45'04" WEST (RECORD = SOUTH 24°49'00" WEST) 125.92 FEET; (3) SOUTH 24°51'04" WEST (RECORD = SOUTH 24°35'00" WEST) 44.51 FEET; (4) SOUTH 18°57'04" WEST (RECORD = SOUTH 18°41'00" WEST) 125.49 FEET; (5) SOUTH 46°06'43" WEST (RECORD = SOUTH 45°50'39" WEST) 69.38 FEET; (6) SOUTH 33°34'48" WEST (RECORD = SOUTH 33°18'44" WEST) 102.06 FEET; (7) SOUTH 29°39'11" WEST (RECORD = SOUTH 29°23'07" EAST) 347.00 FEET; (8) SOUTH 28°28'27" WEST (RECORD = SOUTH 28°12'23" WEST) 386.17 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH THE RIGHT OF WAY AND EASEMENT WITH OTHERS GRANTED HEREIN IS 60 FEET WIDE, WHICH IS DESCRIBED AS FOLLOWS:

PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN:

BEGINNING AT A POINT 716 FEET SOUTH OF THE NORTHWEST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE SOUTH 60 FEET; THENCE EAST 604.61 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF THE ROBERT E. KRAGIE

PROPERTY; THENCE NORTH 22°19' EAST 63 FEET, MORE OR LESS, THENCE WEST 627.39 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINS 351,567 SQUARE FEET OR 8.07 ACRES.

Parcel #160120027

Legal Description:

COMMENCING AT A 3.5" BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING NORTH 89°50'22" WEST 2683.52 FEET ALONG THE SECTION LINE AND BASIS OF BEARING FROM A 3.0" BRASS CAP MONUMENT SET IN 1975 AT THE SOUTH QUARTER OF SAID SECTION 17; THENCE ALONG THE SECTION LINE NORTH 89°44'25" WEST 394.88 FEET (RECORD = SOUTH 89°50'47" WEST 396.44 FEET); THENCE DEPARTING THE SECTION LINE NORTH 28°28'27" EAST 68.09 FEET (RECORD = NORTH 28°12'23" EAST) TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 4300 NORTH STREET AND THE POINT OF BEGINNING.

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE NORTH 89°44'25" WEST 80.31 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 28°01'04" EAST 132.01 FEET; THENCE SOUTH 89°43'56" EAST 81.50 FEET TO AN EXISTING WIRE FENCE; THENCE ALONG SAID WIRE FENCE LINE SOUTH 28°28'27" WEST 132.55 FEET TO THE POINT OF BEGINNING.

CONTAINS 9,451 SQUARE FEET OR 0.22 ACRE.

Exhibit C – Dedication Agreement

We, the undersigned owners of the herein described tract of land, do hereby set apart and subdivide the same into lots, streets and parcels as shown hereon and name said tract Christofferson Ranch Subdivision.

We hereby dedicate, grant and convey to the governing body all those parts or portions of said tract of land designated as:

For public streets, the same to be used as public thoroughfares:

For public trails, the same to be used by the public for nonmotorized transportation and recreation;

We further dedicate, grant and convey to Pleasant View City, a perpetual right and easement over, upon, and under lands designated herein as:

For public utility easements: the same to be used for the installation, maintenance, and operation of public utility service lines, storm drainage facilities, irrigation canals, or any other utility or street-related facility as authorized by the County.

Further, we reserve for the visual benefit of the subdivision (Labeled on the final plat as **Parcel A – Perpetual Open Space**) an open space to remain open and undeveloped except for approved recreational, agricultural, and wildlife preservation purposes. All animals allowed in the A-2 Zone will be allowed on Parcel A (Perpetual Open Space). Perpetual open space maintenance will be provided by the Developer. Maintenance of Open Space will seek to preserve the historic nature scape and will include but is not limited to fertilization, mowing, and fence maintenance. **At no time, and under no circumstance shall the overall size of Parcel A be reduced or developed into anything outside of the above purposes.**

Attachment 1 – Pleasant View City Code §18.35 Special Approval Residential Zones

CHAPTER 18.35 – SPECIAL APPROVAL RESIDENTIAL ZONES

18.35.010 Purpose and Intent. The purpose of this zone is to encourage imaginative and efficient utilization of land by providing greater flexibility in the location of buildings on the land, the consolidation of open spaces, and the clustering of dwelling units. These provisions are intended to create more attractive and more desirable environments within residential areas of the city. These zones are intended to allow for diversification in the relationship of various uses and structures to their sites and to encourage new and imaginative concepts in the design of neighborhood and housing projects in the city. (Ord.2007-9, 6/26/07)

18.35.020 Applicability.

A. Both forms of development under this chapter, Cluster Developments and Planned Residential Unit Developments, require a zone change together with a concept plan approval.

Development agreements are required in all cases.

B. Such developments shall be done only in conformance with this chapter, shall require subdivision approval following the requirements of the city subdivision regulations, and shall be developed only in conformance with an approved development plan.

C. During the initial zone change/concept phase, a decision as to the appropriateness of the proposed development at the location, and the acceptability of the design plan, shall be made. Such appropriateness and acceptability shall be judged on compatibility with the general plan, design features, compatibility with surrounding land uses, and the prominence and suitability of natural or open space features.

D. All conditions identified as part of this process shall become a written part of the record and shall be recorded on the plat or by separate development agreement.

E. Both forms of development may be allowed, subject to specific approvals, in all areas of the city, provided they are proposed for property with a minimum size of 10 acres.

F. An application for a development under the zone change/concept plan process, does not guarantee the property owner the right to exercise the provisions of this chapter. Such zoning shall be approved by the planning commission and the city council only if, in their judgment, the proposed development fully meets the intent, purposes and requirements of the General Plan and Zoning Ordinance. (Ord.2007-9, 6/26/07)

18.35.030 General Standards of Approval.

A. Through the zone change process, land may be classified as suitable for a Special Approval Development pursuant to the following considerations as determined appropriate by the Planning Commission and City Council:

1. The classification is not in conflict with any applicable element of the Pleasant View City General Plan.
2. The land has features which are compatible with clustering or other nonstandard development.
3. The land has features which are compatible with the coordination and design of open spaces such as natural and scenic environmental features including wetlands, drainage courses,

ridge line, slopes, trees, rock outcroppings, natural trails, and other special features.

4. Such land will be better preserved and enhanced by integrated planning and design as a whole, pursuant to the provisions of this Chapter, rather than under conventional zoning regulation.

(Ord.2007-9, 6/26/07)

18.35.040 Cluster Developments.

A. Cluster developments are intended to allow for the preservation of open spaces by permitting flexibility in neighborhood and subdivision lot design.

B. The provision of open space may be developed as recreation facilities or left in its natural state for the preservation of natural features or wildlife areas or a combination thereof.

C. It is not intended that this type of development be universally applied, but only where circumstances of natural features and land use make it appropriate and of special benefit to the residents of the development and/or the general public.

D. Lot Regulations. The base requirement shall be the same as an RE-20 zone.

1. Area. The minimum lot area for dwellings may be reduced below the base area, subject to specific approval of a development plan, but in no case less than as required in an RE15 zone.

2. Width. The minimum lot width may be reduced below the base width, subject to specific approval of a development plan, but in no case to less than 85 feet.

E. Slope Exclusion. Lands with an average slope of thirty-five percent or greater shall not be classified as developable and shall not be considered when determining reductions in lot area or width. Such lands may be dedicated as open space but may only be considered in the open space substitution requirements, as required in F, on a 50% basis.

F. Open Space Substitution. There shall be permanently reserved within the development for recreation and/or open space, parcels of land whose total area is not less than the amount by which the areas of the residential lots are reduced below the base requirements, provided however, that no individual parcel of land shall be less than one acre and the total open area shall be no less than three acres.

G. Open Space Preservation.

1. Recreation and/or open space areas to be permanently reserved shall be improved, landscaped, and maintained in accordance with a plan approved by the planning commission and city council. If the recreation/open spaces are to remain in their natural state, this too shall be approved by the planning commission and city council.

2. To insure that the recreation and/or open space parcels are permanently reserved and maintained, the city will require, as deemed appropriate by the city:

a. Open space easements for such parcels be deeded to Pleasant View City with the recording of the final plat of the cluster subdivision; or

b. Appropriate covenants and agreements which restrict the land perpetually as open space for common use and for permanent maintenance of such areas by the developer or homeowners' association to be recorded along with the final plat of the cluster subdivision.

i. If the developer forms a homeowner's association for the permanent maintenance and other responsibilities regarding the common open space, such documents shall be approved by the city and recorded in the office of the Weber County Recorder at the same time as the final plat; or

3. Dedicating to the city such open space areas. (Ord.2007-9, 6/26/07)

Attachment 2 – Pleasant View City Code §17.18 Subdivision Development Standards

17.18 - SUBDIVISION DEVELOPMENT STANDARDS

17.18.010 Relation to Adjoining Street Systems:

1. Arrangement of Streets: The arrangement of streets in new subdivisions shall make provisions for the continuation of the existing streets in adjoining areas (or their proper protection where adjoining land is not subdivided) as required for public utilities and improvements. The street arrangement shall not cause unnecessary hardships to owners of adjoining property when such property is subdivided and access is required.

2. Master planned streets: All street designated on the City's Master Street Plan shall be incorporated in the development design.

3. Angle of Minor Streets: Minor streets shall approach the major or collector streets at an angle of not less than eighty (80) degrees. (Ord.2008-5, dated 4/8/08)

17.18.020 Street and Alley Widths, Cul-de-sacs, and Easements:

1. Street Dedication: All streets in subdivisions in the City shall be dedicated to the City, except that private streets may be approved under special circumstances as determined by the City Council. Except for width, walks and curbing designs specifically approved otherwise by the city as part of a special approval development, construction of all streets shall comply with City Standards and be approved by the City Engineer.

2. Major and Collector Streets: Major and collector streets shall conform to the width designated on the major street plan wherever a subdivision falls in an area for which a major street plan has been adopted. For territory where such street plan has not been completed at the time the preliminary plat is submitted to the Planning Commission, major or collector streets shall be provided as required by the Planning Commission, with minimum widths of eighty (80) or one hundred feet ten (110) feet for major streets and sixty-six feet (66) feet for collector streets.

3. Minor Streets: Minor streets shall have a minimum width of sixty feet (60) feet.

4. Minor Terminal Streets (Cul-De-Sacs):

a. Minor terminal streets (cul-de-sacs) shall be not longer than six hundred and fifty (650) feet measured from the center of the intersecting street to the center of the turnaround. Each cul-de-sac must be terminated by a turnaround of not less than one hundred feet (100) feet in diameter. If surface water drainage is into the turnaround, due to the grade of the street, necessary catch basins and drainage easements shall be provided.

b. Minor terminal streets (cul-de-sacs) shall not be allowed to be back to back or adjacent to each other (without an intervening street). In such circumstances, looping of streets or eliminating one of the cul-de-sacs is required.

c. Where a street is designed to remain only temporarily as a dead end street, an adequate temporary turning area shall be provided at the dead end thereof to remain and be available for public use so long as the dead end condition exists. Such streets may only be allowed where reasonable opportunity for potential development exists, as determined by the city. Except in special circumstances, as determined by the

city, no subdivision may be approved containing more than one such dead end street (looping of streets would be required).

d. Subdivisions with a single permanent access may contain no more than twenty (20) lots.

5. Except as specifically approve otherwise by the Land Use Authority, all subdivision of five or more lots must have a minimum of two permanent access points, subdivisions of more than fifty (50) lots including all phases must have three or more access points as determined appropriate by the city.

6. Marginal Access Streets: Marginal access streets of not less than forty feet (40) feet in width may parallel all limited access major streets, as required by the City Engineer and approved by the City Council.

7. Half Streets: Half streets proposed along a subdivision boundary or within any part of a subdivision are prohibited.

8. Standard Street Sections: All proposed streets, whether public or private, shall conform to the street cross section standards as recommended by the city engineer and adopted by the City.

9. Street Grades: Minimum grades for all streets shall not be less than 0.5 percent. Except where due to special circumstances, street grades for any length of road at any point shall not exceed the following percentages:

- a. Major public streets eight percent (8%);
- b. Collector streets twelve percent (12%);
- c. Minor public streets twelve percent (12%);
- d. Private streets twelve percent (12%).

10. Alleys: Alleys may be required in the rear of business lots, but will not be accepted in residential blocks unless part of a PRUD or other Special Approval Development as determined by the City.

11. Trails: Trail accesses and connections to existing and planned trails shall be considered in the subdivision design.

12. Protection strips: Where subdivision street parallel contiguous property of other owners, the city may approve the retention of a protection strip of not less than one foot in width between the street and adjacent property, provided, that an agreement with the city and approved by the city attorney has been made by the applicant, contracting to dedicate the one foot or larger protection strip free of charge to the city for street purposes upon payment by the then owners of the contiguous property to the applicant of a consideration named in the agreement, such consideration to be equal to the fair cost of the street improvements properly chargeable to the contiguous property, plus the value of one-half the land in the street at the time of the agreement, together with interest at a fair rate from time of agreement until time of subdivision of such contiguous property.

13. Pioneering agreement: The city may require and enter into a pioneering agreement for construction of roads off site of the project as the need is determined by the city. (Ord.2022-8, dated 3/8/22 and Ord.2008-5, dated 4/8/08)

17.18.030 Lots: All lots shall comply with standards as found herein.

1. Arrangement and Design: The lot arrangement and design shall be such that lots will provide satisfactory and desirable sites for buildings, and be properly related to topography and to existing and future development.

2. Compliance with Zoning Ordinance: All lots shown on the subdivision plat must comply with requirements of the Zoning Ordinance.

3. Abut on Public or Private Street: Each lot shall abut on a public street or private street dedicated by the subdivision plat or an existing publicly dedicated street. Interior lots having frontage on two (2) streets shall be prohibited unless specifically determined by the City that such design is the most appropriate use of the property, would not create any additional nuisance or hazardous conditions, and vehicular access to one of the streets (except for commercial or industrial uses), as determined by the City, is prohibited as recorded on the plat.

4. Side Lines: Side lines of lots shall be approximately at right angles, or radial to the street line.

Remnants: All remnants of lots below the minimum size required in the zone, left over after subdividing a larger tract, must be added to adjacent lots, rather than allowed to remain as unusable parcels.

5. Natural Drainage And Other Easements: The City may require easements for drainage from or through adjoining property be provided by the Applicant for any natural or historical drainage area and may allow or require piping and other improvements to protect adjoining property and/or water rights. Easements of not less than ten feet (10') in width for water, sewers, drainage, power lines and other utilities shall be provided in the subdivision where required by the City.

6. All lots shall have a reasonable building area (defined as land with a slope less than 15%) of at least 7500 square feet with a minimum width of 50 feet.

7. Trail accesses and connections to existing and planned trails shall be considered in the subdivision design.

8. Flag lots are not allowed. (Ord.2022-8, dated 3/8/22 and Ord.2008-5, dated 4/8/08)

17.18.040 Blocks:

1. The maximum length of blocks generally shall be thirteen hundred feet and the minimum length of blocks shall be five hundred feet. Blocks over eight hundred feet in length may, at the discretion of the City, be required or approved with a dedicated walkway through the block at approximately the center of the block. Such walkway shall not be less than ten feet in width.

2. The width of blocks shall be sufficient to allow two tiers of lots or as otherwise approved by the City because of design, terrain or other unusual conditions.

3. Blocks intended for business or industrial use shall be designed specifically for such purposes with adequate space set aside for off-street parking and delivery facilities. (Ord.2008-5, dated 4/8/08)

17.18.050 Slope Special Requirements: In order to appropriately evaluate and protect against any potential impacts to adjacent properties and city infrastructure and services, the following special requirements apply to all development in the city.

1. Based on a contour map at intervals no greater than ten feet, a slope calculation is required for the average slope of the site prior to any grading, utilizing the following formula:

$$S = .00229 (I) (L) / A$$

Where S is the average slope

I is the contour interval in feet

L is the summation in length in feet of all contour lines

A is the total number of acres

2. If the calculation results in an average slope exceeding 15%, then additional standards and evaluations shall be placed on the subdivision including:

a. As overall slope increases, density shall decrease. Slopes between 15

and 20% shall have no more than 1 unit per acre. Slopes greater than 20% and up to 25% shall have no more than 1 unit for every 2 acres. Slopes greater than 25% and up to 30% shall have no more than one unit for every 5 acres. No development is allowed on slopes greater than 30%.

b. As slope increases, allowable impermeable surfaces shall decrease. For lots with slopes of 15-20%, no more than 25% of the lot shall be impermeable surfaces. For lots with slopes greater than 20% and up to 25%, no more than 15% of the lot shall be impermeable surfaces. For lots with slopes of greater than 25% and up to 30%, no more than 7.5% of the lot shall be impermeable surfaces.

c. All lots shall have a reasonable building area (defined as land with a slope less than 15%) of at least 7500 square feet and a minimum width of 50 feet.

d. Additional fire safety/emergency vehicle related reviews may be required including but not limited to, access, fire hydrants, driveway (grades, lengths, and widths), road surfacing, turnarounds, building distances from the street, and so on.

e. Spark arresters shall be installed on all indoor and outdoor fireplaces.

f. A grading and drainage plan shall be submitted with the subdivision

improvement drawings. The plan shall clearly identify how the developer intends on grading each lot to insure that storm water runoff is directed to the fronting or intersection roadways in such a manner that it will not have an adverse effect on adjacent or neighboring properties. Building pad elevations; cuts and fills, drainage swales, slopes, and proposed drainage easements shall be minimum design elements and shall assure reasonable access and safety.

g. Existing vegetation shall be preserved to the greatest extent possible. A map of areas to be disturbed shall be submitted. Disturbed areas shall be revegetated within two months, in accordance with an approved re-vegetation plan.

Rock outcropping shall be avoided.

h. Trail accesses and connections to existing and planned trails shall be considered in the subdivision design.

3. For any portions of one-half acre or greater of the subdivision that have slopes over 15%, the appropriate design and safety provisions above (2b thru f) shall apply to the development of sub-areas within the subdivision where such slopes are found. (Ord.2008-5, dated 4/8/08)

17.18.060 Adequate Public Facilities Ordinance: Every subdivision, new development, conditional use permit, and site plan resulting in additional impact on existing infrastructure shall also meet and are subject to the terms and conditions of the Adequate Public Facilities requirements of the City described in *Chapter 18.70 Adequate Public Facilities*. (Ord 2017-2, dated 2/15/17; prior code: Ord.2014-6, dated 7/22/14)

Attachment 3 – Pleasant View City Code §17.20 Required Improvements and Guarantees

17.20 - REQUIRED IMPROVEMENTS AND GUARANTEES

17.20.010 Required improvements: The applicant/owner of any land to be part of a subdivision shall, at his own expense, install all required improvements and guarantee the installation of such improvements, as provided herein, according to the City Development Standards and Specifications and as inspected and approved through the office of the City Engineer. All utilities, including power, gas, phones, cable, and as found herein, shall be provided for all lots in the subdivision and shall be underground facilities unless specifically approved otherwise by the city engineer.

1. Water Supply:

a. The applicant(s) shall install culinary water lines, or shall contract with the local culinary water distributing agency to make the water supply available to each lot within the subdivision, including laterals to a point at least fifteen feet beyond the property line of each lot with a permanent mark approved by the city placed on the curb. Information concerning the residual water pressure in the existing mains at the approximate point of connection shall be provided to the city engineer. The applicant(s) shall have an engineer determine the adequacy of the existing water system to provide culinary water and fire protection as required by the State Office of Environmental Quality and Division of Drinking Water, and shall submit the information to the City Engineer for review and approval.

b. The applicant(s) shall install secondary water lines, and shall contract with the local secondary water distributing agency to make the water supply available to each lot within the subdivision, including laterals to the property of each lot as required by the water distributing agency or fifteen feet beyond the property line with a permanent mark approved by the city placed on the curb.

2. Sewage Disposal: All sanitary sewer systems are required to connect to the public sanitary sewer system and provide adequate lateral lines to a point at least fifteen feet beyond the property line of each lot with a permanent mark approved by the city placed on the curb. Such sewer connections and subdivision sewer systems shall comply with the City Development Standards and Specifications and shall be approved by the City Engineer.

3. Storm Water: The applicant(s) is/are required to dispose of storm water and surface drainage into an approved City storm drain system. If easements are required across adjoining property to permit drainage of the subdivision, it shall be the responsibility of the applicant(s) to acquire such easements. Initial detention of storm water may be required for all subdivisions, as determined by the City Engineer. All construction shall comply with the City storm water management plan.

4. Street Grading and Surfacing: As required by the City Development Standards and Specifications.

5. Curbs, Gutters and Sidewalks: Curbs, gutters and sidewalks shall be installed on existing and proposed streets by the applicant(s) unless specifically determined by the City Council that such is not necessary for safety or other reasons such as in a PRUD or other Special Approval Development.

6. Street Drainage: Drainage structures shall be required by the City Engineer where necessary.

7. Monuments: Permanent monuments shall be accurately set and established at such points as are necessary to definitely establish all lines of the plat. Monuments shall be of a type approved by the City Engineer. All subdivision plats shall be tied to at least two approved county monuments.

8. Street Trees: Street trees may be required by the Approval Authority to be planted along street rights-of-way by the applicant(s).

9. Fire Hydrants: Fire hydrants shall be installed. Such fire hydrants shall be of the type, size, number and be installed in such locations as determined by the City Engineer in concert with the City Fire Marshall.

10. Street Signs: Street signs shall be installed by the City and the cost of labor and materials charged to the applicant(s).

11. Street Lighting: The applicant shall provide appropriate street lighting, as a part of any development, as required by the City.

12. Fencing:

a. A solid board, chain link, or other non-climbable fence not less than six feet (6') in height shall be installed on both sides of existing irrigation canals, bordering open reservoirs, sloughs, railroad rights of way or non-access streets, and which are located within or adjacent to the subdivision, except where the Approval Authority determines that park areas, including streams or bodies of water, shall remain unfenced. The Approval Authority shall determine the appropriate fence in each case. Such fences shall be installed prior to the issuance of any building permit in the subdivision.

b. The Approval Authority may also require a fence of the type to be determined in each instance to be erected when any subdivision adjoins a use to which uncontrolled access might result in damage or nuisance to the subdivision or adjoining property, or where the Approval Authority determines that the absence of a fence may create a nuisance or hazard to the welfare of the residents of the subdivision or adjoining property. Specific consideration shall be given for requiring fencing where the subdivision is adjacent to existing animal uses and producing agriculture uses. Such fences shall be installed prior to the issuance of any building permit in the subdivision.

13. Staking of Lots: Survey stakes shall be placed at all lot corners, and nails shall be placed in curbing, so as to completely identify the lot boundaries on the ground.

14. Pioneering agreement: The city may require and enter into a pioneering agreement for installation of off-site improvements and upsizing of utilities to serve other properties as the need is determined by the city.

15. Special Improvements: The applicant shall install and guarantee any and all special improvements required by the City as part of subdivision or development approvals. (Ord.2011-1, dated 2/22/11; prior codes: Ord.2008-5, dated 4/8/08)

17.20.020 Installation of improvements, improvement completion assurance and warranty

1. Installation of improvements shall be completed within two (2) years of the date of approval of the final plat by the city. The city engineer may, for good cause, extend this completion time requirement for no more than one (1) additional year, provided that the

completion assurance required to be filed with the city, as set forth below, is extended for the same one (1) year period.

2. The applicant shall provide the city with an acceptable improvement completion assurance. Said improvement assurance shall be a corporate surety bond for any amount deemed necessary, a cash bond for any amount deemed necessary or a letter of credit option with a total improvement completion amount of \$1 million dollars or more, as acceptable assurances to the city in an amount to be determined by the city engineer and in accordance with Utah Code Ann. § 10-9-604.5. An agreement associated with the improvement assurance and terms of application, approved as to form by the city attorney, shall be approved by the City Council and recorded in the Weber County Recorder's Office with the approved final plat.

3. The applicant shall warranty said improvements in the amount equal to 10% of the total cost of the improvements, according to the estimate approved by the city engineer and in accordance with Utah Code Ann. § 10-9-604.5. Warranty shall be provided by means of a corporate surety bond, a cash bond, or a letter of credit as acceptable to the city.

4. The accepted and approved improvement guarantee form, surety bond, cash bond, or letter of credit shall be filed with the city recorder. (Ord.2023-2, dated 1/24/23; prior code: Ord.2011-1, dated 2/22/11; prior codes: Ord.2008-5, dated 4/8/08)

17.20.030 Administration: The Mayor or City Administrator is authorized to prescribe by administrative rule or regulation, forms and procedures to ensure the orderly, regular and efficient processing of applications for the approval of a proposed subdivision, and compliance with the requirements of this title. (Ord.2011-1, dated 2/22/11; prior code: Ord.2008-5, dated 4/8/08)

17.20.040 Phased Development: Whenever the applicant(s) develops a subdivision a portion at a time, such development shall be in an orderly manner and in such a way that the required improvements will be continuous and all of the said improvements will be made available for the full, effective and practical use and enjoyment thereof by the lessees or grantees of any of the lands subdivided within the time hereinabove specified. (Ord.2011-1, dated 2/22/11; prior codes: Ord.2008-5, dated 4/8/08)

17.20.050 Inspection of Improvements:

1. The City Engineer shall inspect or cause to be inspected all improvements to public systems including but not limited to streets, fire hydrants and water supply, storm water and sewage disposal systems in the course of construction, installation or repair.

2. Excavations for fire hydrants, water, storm water and sewer mains and laterals shall not be covered over or backfilled until such installation shall have been approved by the City Engineer or his designee. If any such installation is covered before being inspected and approved, it shall be uncovered after notice to uncover has been issued to the applicant(s) or responsible party by the City Engineer.

3. **Televiewing Lines:** Prior to approval and acceptance by the city, applicant shall inspect all sanitary sewer and storm water pipe lines by means of remote televieing equipment and shall record the entire televieing inspection on video tape or other acceptable reproduction means for review by city officials.

4. The city engineer shall inspect or cause to be inspected, in the course of construction, installation or repair, all special improvements required by the City as part of a subdivision or development approval.

5. The applicant shall be responsible for the payment of all costs for such inspections. (Ord.2011-1, dated 2/22/11; prior code: Ord.2008-5, dated 4/8/08)

17.20.060 Condition of Improvements Guaranteed:

1. Except as found elsewhere in this section, the applicant shall warrant and guarantee the improvements provided for herein and every part thereof, will remain in good condition for a period of one year, after the City Engineer has initially accepted the improvements, and agree to make all repairs to and maintain the improvements and every part thereof in good working condition during the guarantee period with no cost to the City.

2. Conditional acceptance to begin the guarantee period may be granted by the City Engineer once all improvements required for the development have been installed, inspected and approved, and as-built drawings in a form acceptable to the city engineer have been provided.

a. The applicant, in accordance with Utah Code 10-9a-509.5, may request a determination of acceptance or rejection of completed improvements and the city shall respond with due diligence.

3. A special exception for Conditional acceptance may be granted by the City Engineer if the following items are not completed:

a. Special Exception for Sidewalk: The city engineer, at his discretion, may allow the applicant developer an additional one year from the date of conditional acceptance of the improvements to install the sidewalk in the subdivision provided that:

i. The subdivision does not front on a major street where installation of the sidewalks is necessary for the safety of the general citizenry; ii. All lots built on in the subdivision have sidewalk installed

on the lot where shown on the construction plan; iii. Sidewalk must be installed prior to the issuance of a

Certificate of Occupancy for any dwelling in the subdivision; iv. No more than 75% of the lots are built on in the

subdivision. When the percentage of lots built on exceeds 75%, all sidewalks must be installed before any additional building permits are issued;

v. Guarantee Period. Once completed, the applicant shall warrant and guarantee that the sidewalk will remain in good condition for a period of one year after the date of conditional acceptance by the city and shall make all repairs to and maintain the sidewalk in good condition during the guarantee period at no cost to the city. The determination of the necessity for repairs and maintenance or work rests with the city engineer, whose decision upon the matter shall be final and binding on the developer.

vi. The escrow for any uncompleted sidewalk is to be kept in place, plus 15% of the engineer's estimate for all sidewalk in the project. The city may allow the establishment of a separate escrow guarantee, by agreement as found herein and based on current estimates approved by the City Engineer.

vii. Final acceptance of the sidewalk will follow the same procedure as outlined in number 4.

b. Seal coat: Where the city determines that the application of the seal coat is not appropriate due to weather or other factors, the guarantee period may be started without completing the seal coat provided the escrow for such, plus any anticipated cost increases, is kept in place.

c. Signs and lighting: Where the city is ordering and or installing signs and street lighting, the guarantee period may be started provide the escrow remains in place for such items.

4. Upon completion of all required improvements, the applicant must request in writing to the city planner a review of the project status. The planner shall refer the request to the city engineer and shall also notify all property owners in the project by mail or in person of the request and allow such owners two weeks for comments, to the planner, regarding the status of the project. The planner shall endeavor to resolve, with the applicant and city engineer, any problems received. If matters cannot be resolved, and at the discretion of the planner, the request may be referred to the City Council for resolution. Final acceptance may be granted by the City Engineer provided all required improvements have been completed, any problems addressed with the city planner and/or City Council are resolved, and improvements are judged to be in acceptable condition. The city may allow a separate escrow for special exception items as found in number three, to be established by agreement, and acceptance may then be granted on original items.

5. The applicant shall be responsible for all inspection costs.

6. As allowed in Utah Code 10-9-604.5, if the city determines, based on the specifics of the applicant's property or prior performance, that a two year guarantee period is necessary to protect the public health, safety, and welfare, the city may require such two year guarantee period. (Ord.2011-1, dated 2/22/11; prior code: Ord.2008-5, dated 4/8/08)