

City of
WASHINGTON TERRACE
Utah

Planning Commission Meeting
Thursday, August 27, 2026
City Hall Council Chambers
5249 S. South Pointe Dr. Washington Terrace City
801-393-8681

1. ROLL CALL

6:00 p.m.

2. PLEDGE OF ALLEGIANCE

3. WELCOME

4. RECURRING BUSINESS

5.1 MOTION: APPROVAL OF AGENDA

Any point of order or issue regarding items on the Agenda or the order of the agenda need to be addressed here prior to the approval of the agenda.

5.2 MOTION: APPROVAL OF MINUTES FOR MAY 28, 2026

5. SPECIAL ORDER

Special orders will proceed as follows: Chair introduction of item, staff/applicant presentation, questions by commission, Chair opens public hearing, citizen input; Chair closes public hearing, then commission final discussion.

**6.1 PUBLIC HEARING: TO HEAR COMMENTS IN SUPPORT AND
OPPOSITION TO PROPOSED AMENDMENT TO TITLE 17 “ZONING”
CHAPTER 17.48.030 ZONING TO AMEND ACCESSORY DWELLING UNITS
TO CONFORM TO STATE LAW**

6. NEW BUSINESS

**6.1 MOTION/ORDINANCE 26-04: RECOMMENDATION TO APPROVE
AMENDMENT TO TITLE 17”ZONING”, CHAPTER 17.48.030 TO COMPLY
WITH AN UNFUNDED STATE MANDATE RELATING TO CERTAIN
ACCESSORY DWELLING UNITS**

**6.2 DISCUSSION/MOTION: APPROVAL OF COMMERCIAL CONOMINIUM
PLAT FOR ADAMS AVENUE COMMERCIAL PLAT LOCATED AT 5580
ADAMS AVENUE**

7. MOTION TO ADJOURN THE MEETING

In compliance with the Americans with Disabilities Act, persons who have need of special accommodation should contact the City Recorder at 395-8283

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted in three public places within the City of Washington Terrace City limits and faxed to the *Standard Examiner* at least 24 hours prior to the meeting.
Amy Rodriguez, Washington Terrace City Recorder

City of Washington Terrace

Minutes of the Planning Commission Meeting held on
Thursday, May 28, 2026
City Hall, 5249 South 400 East, Washington Terrace City,
County of Weber, State of Utah

PLANNING COMMISSION AND STAFF MEMBERS PRESENT

Chairman Steve Jacobson
Commissioner Dwight Henderson
Vice-Chair Amy Morgan
Commissioner Kirt Freeland - excused
Commissioner Jethro Dee Watson
Commissioner Morgan Wilkins
Commissioner Matthew Roper -
General Planner Tyler Seaman
City Manager Tom Hanson
Amy Rodriguez, City Recorder
City Planning Attorney Bill Morris

Others Present

Eli Mccorkin, Josh Koskan, Kyle Koskan

1. ROLL CALL

6:00 p.m.

2. PLEDGE OF ALLEGIANCE

3. WELCOME

4. OATH OF OFFICE

Rodriguez administered the oath of office to Commissioner Amy Morgan

5. RECURRING BUSINESS

5.1 MOTION: APPROVAL OF AGENDA

5.2 MOTION: APPROVAL OF MINUTES FOR APRIL 30, 2026

Items 5.1 and 5.2 were approved by general consent.

6. SPECIAL ORDER

**6.1 PUBLIC HEARING: TO HEAR COMMENTS IN SUPPORT AND
OPPOSITION TO PROPOSED AMENDMENT TO CHAPTER 17.30.020
ZONING AS IT RELATES TO CEMETERYS AND TO CHANGE ZONING AT
5800 SOUTH ADAMS AVENUE FROM C-1 (COMMERCIAL) AND R-1-10**

48 **(RESIDENTIAL) TO O-1 (OPEN SPACE) TO ALLOW FOR A VETERAN'S**
49 **CEMETERY**

50
51 Seaman stated that the proposed change in the zoning is to change the parcel to a O-1
52 zone so that it would be more in line with a cemetery. He stated that the zone is
53 unbuildable for housing but is perfect for open space. He stated that there will be a state
54 project for a Veteran's Cemetery. He stated that it will be the second largest Veteran's
55 Cemetery in the state. He stated that the Geo-tech and Hazard testing will be completed
56 by the state. He stated that the city does not have any control over the property or project
57 besides the utilities. Seaman stated that the city may recommend trails that could be
58 accessed by the public. Seaman stated that Veteran's Affairs owns the property. He
59 stated that it is federally funded, but state ran.

60 Seaman stated that the city will not inspect any of the structures on the property, as it will
61 be completely run by the state.

62 Seaman stated that there are some utilities on the property at this time. He stated that
63 there may be easements with the neighboring property.

64 Morris stated that having this project in the city is an honor and great use of open space
65 land. He stated that staff has been supportive of this project. Chairman Jacobson agreed,
66 stating that the city has tried to build on the property for years and stated that the project
67 is great use of the land.

68
69 **Chairman Jacobson opened the public hearing at 6:08 p.m.**

70
71 Joshua Koskan stated that speaking as a veteran that he is in full support of the project.
72 He stated that he is in support of getting the funding from the state point of view and
73 acquisition of the land itself.

74
75 **Chairman Jacobson closed the public hearing at 6:10 p.m.**

76
77
78 **7. RECURRING BUSINESS**

79
80 **7.1 DISCUSSION/MOTION: RECOMMENDATION OF APPROVAL OF THE**
81 **MASTER DEVELOPMENT AGREEMENT TO ALLOW FOUR**
82 **ATTACHED TOWNHOME UNITS, WITH THE EXISTING RESIDENCE TO**
83 **REMAIN, AT 445 WEST 5100 SOUTH**

84 Seaman stated that the City Manager and Mayor made an attempt to contact everyone who
85 signed in at the last meeting to voice concerns on the project.

86 He stated that some of the concerns have been worked through with the Development
87 Agreement:

- 88 1. Updated Agreement includes the addition of request to not sell the property to a
89 corporation but rather support individual ownership. Preferably in lower to moderate
90 income price range.
- 91 2. Addition of maintenance language to keep the property clear of overgrowth of weeds and
92 trees
- 93 3. Parking was updated to state no on-street parking and make sure there is a 30-foot
94 setback from the street.

95 4. There will be fencing that matches the neighboring fence as well as a shared mailbox.

96
97 Seaman stated that the agreement will allow the landowner behind the property to legally access
98 the private driveway road. Seaman stated that the property owner would have to come through
99 the same building and approval process if he wants to build a development on his property in the
100 future.

101 Seaman stated that he will make sure that the Fire Chief reviews the plat to make sure it is
102 acceptable for access of the Fire Department as suggested by Commissioner Henderson.

103
104 Seaman stated that a grading plan has been submitted. He stated that the developer's intent is to
105 have a retaining wall between the town homes and the main house, and to the neighbor to the
106 west. He stated that anything over four feet will need a permit.

107 Morris stated that the owners of each town home could potentially be responsible if the grading
108 causes sloughing off onto other properties. Morris stated that if you own property you take on the
109 obligation to defend it so there is any damage the property owner will possibly need to file an
110 insurance claim with the HOA. He stated that it may become obvious whose liability is causing
111 degrading and damage.

112
113 Seaman stated that within the first ten feet there must be 2 percent slope away from the property
114 line and stated that this will leave a good check of soil without having to excavate too much. He
115 stated that he has not seen the building plan yet, but there may be an intention to have step
116 footings to keep much of the soil intact. He stated that he will look for that during the plan
117 review. Chairman Jacobson stated that this month's plan is much better than last month's plan.
118 Seaman clarified that each town home will be their own parcel and the common area will be
119 managed by an HOA.

120 Seaman stated that the private drive will only be required to have enough room for fire access. It
121 must be approved by the Fire Chief. Seaman stated that it will have to be hard surface. Chairman
122 Jacobson stated that it is already in place and already in use.

123
124 Seaman stated that they will not be doing on-site storm drain detention. He stated that all the
125 storm water will be curb and gutter as it is now.

126 Commissioner Watson asked if the HOA and CCR will override the agreement after five years.
127 Morris stated that the development agreement will be incorporated into the CCR.

128
129 Morris stated that the recommendation to City Council should include two things: 1. The Fire
130 Department must check the access road and make sure that it is within national fire code
131 standards. 2. We incorporate the operative terms of the development agreement into the CCR.

132
133 **Motion by Commissioner Watson**

134 **Seconded by Commissioner Morgan**

135 **To recommend approval of the Master Development Agreement to allow**

136 **Four attached town home units with the existing residence to remain**

137 **At 445 West 5100 South including the following:**

138 **The Fire Department checks the access roads to make sure that it is sufficient**

139 **And that they incorporate the Development Agreement into the CCR's**

140 **As the recommendation is made to the City Council to approve the project**

141 **Approved unanimously (5-1)**

Commissioner Jacobson- Aye
Commissioner Morgan- Aye
Commissioner Watson- Aye
Commissioner Wilkins- Aye
Commissioner Roper- Aye
Commissioner Henderson- Nay

8. NEW BUSINESS

**8.1 MOTION/ORDINANCE 26-01:RECOMMENDATION TO APPROVE
AMENDMENT TO ZONING MAP FOR A CERTAIN PARCEL; ADOPTING
THE CONCEPT PLAN; AND AMENDING THE O-1 ZONE**

**Motion by Commissioner Henderson
Seconded by Commissioner Watson
To recommend approval of
the amendment to chapter 17.30 zoning as it relates to cemeteries
and to change the zoning at 5800 South Adams Avenue
from C-1 and R-1-10 to O-1 Open space
to allow for a Veteran's Cemetery
Approved unanimously (6-0)**

9. UPCOMING BUSINESS

Seaman stated that the storage units which were approved by the Commission in 2021 will be going through the design stage again and will be presented at a later meeting. He stated that a second building was added into this design, noting that there are possible drainage issues to be addressed.

Seaman stated that there has been progress on Overland building construction.

Seaman stated that the owners of the property next to the library want to parcel out some of the back of the property and give back to the library. He stated that the conditions are being worked through by himself, Hanson, and Morris. Seaman stated that he has received applications from several of the occupants of the building, noting that there will be ownership of parcels within the building.

10. MOTION TO ADJOURN THE MEETING

**Motion by Commissioner Henderson
Seconded by Commissioner Wilkins
To adjourn the meeting
Approved unanimously (6-0)
Time: 6:35 p.m.**

Date Approved

City Recorder



Planning Commission Staff Report

Author: Tyler D. Seaman/Community Development Director

6.1 Public Hearing and motion/ordinance: TO HEAR COMMENTS IN SUPPORT AND OPPOSITION

Subject: TO PROPOSED AMENDMENT TO TITLE 17 "ZONING" CHAPTER 17.48.030 ZONING TO AMEND ACCESSORY DWELLING UNITS TO CONFORM TO STATE LAW

Date: 8/27/2026

Project	Title 17 Zoning Amendment - ADUs	File/Parcel	Citywide
Applicant	City of Washington Terrace	Address	Citywide
Request	Amend and re-enact W.T.M.C. 17.48.030 to regulate internal and detached accessory dwelling units in conformity with state law.		
Existing Zoning/GP	Applies to eligible residential zones citywide	Type of Item	Legislative text amendment/public hearing
Staff Recommendation	Recommend approval to the City Council of Ordinance 2026-04, subject to the conditions identified in this report and final legal/clerical corrections.		
Primary Issue	Bring W.T.M.C. 17.48.030 into compliance with 2026 S.B. 284 and Utah Code 10-21-304 before its October 1, 2026 effective date, while preserving lawful local standards for owner occupancy, parking, setbacks, utilities, permitting, and neighborhood compatibility.		

Staff note: The Planning Commission is conducting the required public hearing and will make a recommendation to the City Council.

A. Topic

Public hearing and recommendation on proposed Ordinance 2026-04, which repeals and re-enacts Section 17.48.030, Accessory Dwelling Units, within Title 17 "Zoning."

B. Background

The proposed ordinance repeals and re-enacts Washington Terrace Municipal Code Section 17.48.030 in response to 2026 S.B. 284 and related state legislation governing internal and detached accessory dwelling units. Utah Code 10-21-304 becomes effective October 1, 2026 and requires specified municipalities to permit a detached accessory dwelling unit (DADU) on a lot or parcel of at least 11,000 square feet that contains a permitted single-family dwelling. The statute also establishes mandatory building, health, and fire-code compliance, a conversion process for legally constructed accessory structures, limits on parking requirements, and parameters for local regulation of setbacks, size, design, owner occupancy, utilities, and location.

The ordinance was prepared for a Planning Commission public hearing on August 27, 2026, in advance of the October 1, 2026 effective date of Utah Code 10-21-304. Following the hearing, the Planning Commission will forward a recommendation to the City Council.

C. Analysis

Code Section	Review Topic	Status	Staff Comment
17.48.030(1)-(3)	Purpose, definitions, general eligibility	Updated	Requires owner occupancy, permits/licensing, long-term residential use, one ADU per lot, and common ownership with the primary dwelling.
17.48.030(5)/U.C.A. 10-21-304	Detached ADU standards / SB 284 compliance	Generally Consistent	Utah Code 10-21-304 requires DADUs to be permitted on qualifying lots of 11,000 sq. ft. or larger. The draft uses that threshold, treats DADUs as permitted uses, follows the statutory parking caps, and regulates setbacks, size, location, owner occupancy, replacement parking, easements, and utility capacity within state-authorized parameters. See Exhibit A for potential DADU's

Recommended Conditions of Approval

No conditions of approval at this time recommended from Staff.

D. Fiscal Impact

No specific fiscal amount is identified in the ordinance. The ordinance characterizes the state requirement as an unfunded mandate and provides applicants to pay associated permit, licensing, utility, and other applicable fees and costs.

E. Department Review

The ordinance assigns administrative and enforcement roles to the land use authority and Building Official, including plan review, building inspection, final approval/certificate of occupancy, and enforcement. Utility approvals and affected-agency approvals will also be required for individual ADU applications.

Alternatives

A. Approve the Request	Recommend approval of Ordinance 2026-04 to the City Council, subject to the recommended conditions and after considering public comment.
B. Deny the Request	Recommend denial of the proposed ordinance and identify the reasons for the recommendation.
C. Continue the Item	Continue the public hearing/item to a date certain to allow additional review, public input, or revisions.
Staff Preferred Option	Option A - Recommend approval to the City Council, subject to the recommended conditions.

Proposed Motion

Motion option: I move to recommend approval to the City Council of Ordinance 2026-04, repealing and re-enacting Washington Terrace Municipal Code Section 17.48.030, Accessory Dwelling Units, to conform the City's zoning regulations to applicable state law, including Utah Code 10-21-304 effective October 1, 2026, subject to the recommended conditions in the staff report and after consideration of the public testimony received at the August 27, 2026 public hearing.

**CITY OF WASHINGTON TERRACE
ORDINANCE 2026-04**

STATE MANDATED ACCESSORY DWELLING UNITS

**AN ORDINANCE OF THE CITY OF WASHINGTON TERRACE, UTAH,
AMENDING THE *WASHINGTON TERRACE MUNICIPAL CODE* TO REPEAL
AND RE-ENACT SECTION 17.48.030 TO COMPLY WITH AN UNFUNDED
STATE MANDATE RELATING TO CERTAIN ACCESSORY DWELLING
UNITS; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Washington Terrace (hereafter “City”) is a municipal corporation, duly organized and existing under the laws of the State of Utah;

WHEREAS, *Utah Code Annotated* §§ 10-8-84 and 10-8-60 allow municipalities in the State of Utah to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

WHEREAS, Title 10, Chapter 9a, of the *Utah Code Annotated*, 1953, as amended, enables municipalities to regulate land use and development;

WHEREAS, the City finds it necessary to update its land use ordinances in order to meet the challenges presented by unfunded state mandates;

WHEREAS, the City seeks to protect public health, safety, and welfare;

WHEREAS, Utah Code §10-3-702.1, the City Council has considered and finds this Ordinance has no negative impact on family health, stability, and formation;

WHEREAS, after publication of the required notice, the Planning Commission held its public hearing on August 27, 2026, to take public comment on the proposed ordinance, after which the Planning Commission gave its recommendation to _____ this Ordinance;

WHEREAS, the City Council received the recommendation from the Planning Commission and held its public meeting on _____;

NOW, THEREFORE, be it ordained by the City Council of the City of Washington Terrace as follows:

Section 1: Repealer. Any ordinance or portion of the municipal code inconsistent with this Ordinance is hereby repealed and any reference thereto is hereby vacated.

Section 2: Re-enactment. Section 17.48.030 of the *Washington Terrace Municipal Code* is hereby repealed and re-enacted to read as follows:

17.48.030 Accessory Dwelling Units.

1. Purpose. The purpose of this Section is to comply with an unfunded state mandate under

2026 S.B. 284, and other state legislation that requires the City to adopt regulations for internal and detached Accessory Dwelling Units (ADUs) in a manner consistent with Utah law, and to:

- a. Provide additional long-term housing opportunities.
 - b. Protect the residential character of neighborhoods.
 - c. Ensure adequate parking, utilities, emergency access, and public safety.
 - d. Establish standards for the creation, permitting, licensing, and occupancy of ADUs.
2. Definitions. In addition to the definitions in Utah Code §10-21-101, the following definition apply to this Section:
 - a. “Occupied owner” means that the owner of record at the county recorder’s office who legally occupies either the primary dwelling or the accessory dwelling unit as the owner’s sole principal and primary residence in fee simple ownership.
 - b. “Short-term rental” means a residential unit or any portion of a residential unit that the owner of record or the lessee of the residential unit offers for occupancy for fewer than thirty (30) consecutive days.
3. General Eligibility. The following general eligibility requirements apply to all ADUs:
 - a. An ADU shall only be permitted where for an eligible lot or parcel that is owner occupied.
 - b. Occupied owner must first obtain all permits and licensing, including, but not limited to: the require building permits, a business license, and participation in the City’s Good Landlord Program.
 - c. No ADU shall be used as a short-term rental or similar use for transient accommodations.
 - i. The lot or parcel must contain a legally established detached single-family dwelling that conforms to the applicable Zone and occupied by the owner.
 - d. No more than one (1) type of ADU, ether internal or detached, is permitted on a lot or parcel.
 - e. Any ADU shall remain under the same occupied owner’s fee simple ownership as the primary dwelling and shall not be separately subdivided, sold, conveyed, or assigned a separate parcel identification number.
 - f. The ADU is only for residential purposes.
 - g. An ADU shall comply with all applicable codes and requirements, in addition to pay all associated fees and costs related to the same.
4. Internal Accessory Dwelling Unit (IADU). In addition to the requirements set forth in Utah Code §10-21-303, the following apply:
 - a. An IADU is only permitted use within a primary dwelling located in an eligible residential Zone.
 - b. The IADU shall be designed in a manner that does not change the appearance of the primary dwelling as a single-family dwelling.
 - c. Each IADU shall include at least one (1) additional on-site parking space, in addition to the maximum number of parking spaces required under code for the primary residential unit. Said additional on-site parking shall be dedicated only for use by the IADU occupant(s).

- d. Any parking space converted into all or part of an IADU within a garage or carport shall be replaced as usable on-site parking.
 - e. An IADU is prohibited within a mobile home as defined in Utah Code §57-16-3.
 - f. An IADU is prohibited within any Zone that is equivalent to 25% or less of the total area within the City boundaries primarily zoned for residential use, except as provided in Utah Code §10-21-303(3)(f).
 - g. No IADU shall be created if the primary dwelling is served by a failing septic tank.
 - h. No IADU shall be created if the lot or parcel containing the primary dwelling is 6,000 square feet or less in size.
 - i. The City may hold a lien against the IADU in accordance with Utah Code §10-21-303(4).
 - j. The City may record a notice regarding the IADU in accordance with Utah Code §10-21-303(5).
 - k. The City may require separate service laterals and meters to any ADU.
5. Detached Accessory Dwelling Unit (DADU). In addition to the requirements set forth in Utah Code §10-21-304, the following apply:
- a. A DADU is a permitted use on a lot or parcel that contains a primary dwelling located in an eligible residential Zone.
 - b. A DADU is prohibited on a lot or parcel that is less than 11,000 square feet.
 - c. A detached ADU shall be subordinate and incidental to the primary dwelling.
 - d. On-site parking for each DADU is required as follows:
 - i. Two (2) on-site parking spaces assigned only to the DADU are required for a DADU that is 650 square feet or larger.
 - ii. One (1) on-site parking space assigned only to the DADU is required for a DADU that is smaller than 650 square feet.
 - iii. Any parking space converted into all or part of a DADU within a garage or carport shall be replaced as usable on-site parking.
 - e. A DADU shall be located behind the front primary dwelling and behind the front yard setback, and meet all standard setback requirements of the Zone for an accessory building.
 - f. A DADU shall comply with the Zone and code requirements that apply where the DADU is located, and shall:
 - i. Conform to applicable land use regulations that regulate structure size, dimension, height, and maximum lot coverage.
 - ii. Conform to setback requirements that may take into account proximity to property lines and other structures, easements, window orientation, massing, or other elements.
 - iii. Be designed consistent with the design of the single-family dwelling.
 - iv. Storm water regulations apply along with other generally applicable site-development standards for a residential use.
 - g. The following DADUs are prohibited:
 - i. A DADU that is larger in gross floor area than the primary dwelling located on the same lot or parcel.

- ii. A DADU shall not be located upon or within any public utility easement, other recorded easement, or irrigation facilities.
 - iii. A DADU located in the front-yard area.
 - iv. A DADU that does not have adequate access to a required utility service that is a project improvement, including sanitary sewer, culinary water, electrical, or storm water.
 - v. A utility service that is a system improvement, including sanitary sewer, culinary water, electrical, or storm water, to which the DADU is required to connect does not have sufficient capacity to support the addition of the DADU to the utility service system improvements.
6. Standards and Application.
- a. No ADU may be constructed, converted, established, rented, or occupied without all required land use approvals, building permits, utility approvals, licenses, and compliance with this Section.
 - b. In accordance with the Utah Code, design standards for any ADU shall be consistent with the primary dwelling through the use of generally compatible exterior materials, roof form, building proportions, or architectural design. Utah Code §10-20-618 is not presumed to apply to this Section.
 - c. Conversion Application:
 - i. The owner of a legally constructed eligible accessory structure may apply and pay the associated fees and costs to convert the structure into a DADU.
 - ii. The application shall be processed administratively as a permitted use application.
 - iii. The owner shall provide documentation demonstrating that the accessory structure was legally constructed and relevant information about the structure which includes, but is not limited to:
 - 1. A previously issued building permit.
 - 2. Approved construction plans.
 - 3. A certificate of occupancy or final inspection record.
 - 4. County assessment records.
 - 5. A survey, aerial photograph, or other reliable evidence establishing the date and legality of construction.
 - 6. Other documentation acceptable to the land use authority and building official.
 - iv. Documentation establishing the legal conversion of an existing accessory structure.
 - v. Conversion of an accessory structure does not grant an exemption from requirements applicable to a dwelling.
 - vi. The converted structure shall comply with this Section.
 - vii. An existing accessory structure that does not comply with the requirements of this Section may be modified, relocated, or otherwise brought into compliance with this Section as part of any approval.
 - d. Building Permit: An application for an ADU shall include, as applicable:

- i. A completed application with engineered architectural drawings and building plans that meet the applicable code requirements.
 - ii. Proof of ownership.
 - iii. A site plan showing property lines, structures, setbacks, easements, driveways, parking, utility locations, the location of the proposed ADU, and other requirements of this Section.
 - iv. Documentation showing adequate utility services and capacity.
 - v. Documentation establishing the legal construction of the ADU.
 - vi. Affidavit of the occupied owner.
 - vii. A parking plan.
 - viii. Any required affected agency approvals.
 - ix. Other information reasonably necessary to determine compliance with this Section and other code requirements.
7. Inspection and Occupancy:
 - a. The building official shall inspect the ADU as part of the building permit process.
 - b. No ADU may be occupied until the City has issued final building approval or a certificate of occupancy, as applicable.
 - c. Approval of an ADU does not authorize a violation of any covenants, conditions, restrictions, development agreements, or other private property restrictions. The City is not responsible for enforcing private covenants unless otherwise required by law.
8. Utilities and Addresses:
 - a. The owner hereby grants each approved ADU access to culinary water, sanitary sewer, electricity, and other utilities required by applicable code.
 - b. Utility connections shall comply with the standards of the applicable utility provider.
 - c. The City may require utility upgrades when necessary to provide adequate capacity, protect the utility system, or comply with applicable health and safety requirements.
 - d. The accessory dwelling unit shall be assigned an address or unit designation approved by the City and acceptable to emergency service providers.
 - e. Nothing in this section guarantees the availability or capacity of a utility service.
9. Occupied Owner:
 - a. The owner shall notify the City of any change in ownership or owner occupancy status that may affect the eligibility of any ADU.
 - b. Temporary absences for military service, medical care, or other acceptable temporary similar circumstances are acceptable absences.
 - c. Failure of the occupied owner to maintain the occupied owner of the lot or parcel voids the eligibility of the ADU and is grounds for suspension or revocation of the ADU.
10. Enforcement.
 - a. Each violation of this Section is a Class C misdemeanor with a fine not to exceed \$750 per offence. Each day a violation continues constitutes a separate offense.
 - b. Each violation of this Section is a civil penalty with a fine not to exceed \$1,000

per violation. Each day a violation continues constitutes a separate offence.

- c. A violation of this Section is subject to administrative enforcement and remedies provided by law and equity, including injunctive and special relief.
- d. Before imposing a lien relating to an ADU, the City shall comply with Utah Code §10-21-303.
- e. The City may suspend or revoke an ADU permit and/or license, issue a notice of violation, assess authorized civil penalties, pursue injunctive relief, or take other lawful enforcement action.
- f. Continued occupancy of an ADU in violation of this Section or after suspension or revocation of the applicable permit and/or license is prohibited.
- g. This Section shall not be interpreted to otherwise limit the general authority of the building official, fire official, local health authority, or other authorized official in the performance of their duties, including any threat to health, safety, or general welfare.

Section 3: Severability. If a court of competent jurisdiction determines that any part of this ordinance is unconstitutional or invalid, then such portion of the ordinance, or specific application of the ordinance, shall be severed from the remainder, which shall continue in full force and effect.

Section 4: Effective date. This Ordinance take effect immediately upon mayoral approval and posting.

PASSED AND ADOPTED by the City Council on this ____ day of _____, 2026.

MARK C. ALLEN,
Mayor

ATTEST:

City Recorder

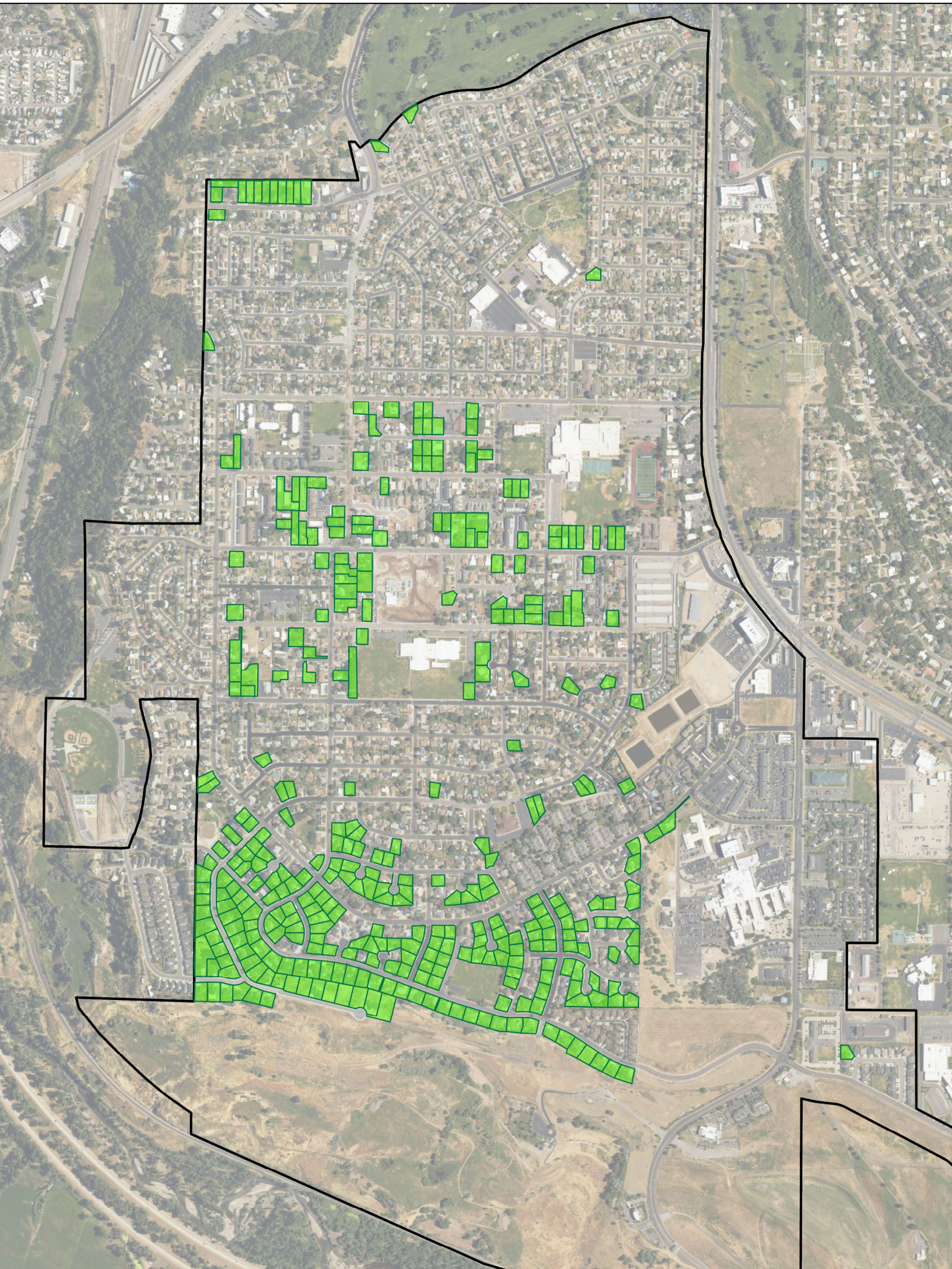
RECORDED this ____ day of _____, 2026.

PUBLISHED OR POSTED this ____ day of _____, 2026.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

According to the provision of U.C.A. §10-3-713, 1953 as amended, I, the City Recorder of Washington Terrace, City, Utah, hereby certify that foregoing Ordinance was duly passed and published or posted as required by State Law.

City Recorder DATE: _____



Washington Terrace Parcels Impacted by 2026 ADU Legislation

-  City Boundaries
-  Residential Parcel 11,000 Sq Ft + (349

The information contained in this map is for reference use only. Effort is made to ensure full, accurate representation, however, the City makes no warranty, expressed or implied, as to the completeness or accuracy of the information.

This map may show underground utility structures that are associated with Washington Terrace infrastructure but are not operated by the City (i.e. culinary water feed pipes). The location of these features should be confirmed with their operating agency.

Sources: Google, Hexagon, Washington Terrace City,



Planning Commission Staff Report

Author: Tyler D. Seaman/Community Development Director

Subject: 6.2 DISCUSSION/MOTION: APPROVAL OF COMMERCIAL CONDOMINIUM PLAT FOR ADAMS AVENUE COMMERCIAL PLAT LOCATED AT 5580 ADAMS AVENUE

Date: 8/27/2026

Project	Adams Avenue Commercial Plat	File/Parcel	Project No. 12874; parcel numbers will be obtained at recording with Weber County.
Applicant	Wasatch Living LLC / Jeremy Krause	Address	5580 Adams Avenue, Washington Terrace, Utah
Request	Approval of a commercial condominium plat creating seven office condominium units, together with common areas, limited common areas, and related easements.		
Existing Zoning / GP	C-1	Type of Item	Commercial Condominium Plat
Staff Recommendation	APPROVE WITH CONDITIONS		
Primary Issue	Confirm that the final condominium plat and declaration accurately establish the seven units and preserve permanent access, egress, utilities, shared building systems, and common-area rights without creating a building-code or zoning conflict.		
Staff note: The request changes the ownership format of the existing/proposed office building; it does not authorize a change in occupancy or use. Any future tenant improvement or change of occupancy remains subject to separate zoning, building, fire, accessibility, and permit review.			

A. Topic

Consideration of the Adams Avenue Commercial Plat, a commercial condominium plat for the office building at 5580 Adams Avenue. The plat is intended to establish separately owned office condominium units and associated common and limited common areas under the Utah Condominium Ownership Act.

B. Background

The submitted plat is titled "Adams Avenue Commercial Plat," dated March 2026, and identifies Jeremy Krause as developer. The owner's dedication identifies Wasatch Living LLC as the owner consenting to condominium ownership under Utah Code Title 57, Chapter 8. The plat describes an overall tract of approximately 83,985 square feet (1.928 acres) and identifies the property as zoned C-1.

The condominium floor plans depict seven commercial units: Units 101, 102, and 103 on the first floor and Units 201, 202, 203, and 204 on the second floor. The recorded documents will also establish common areas, limited common areas, and easements serving the building.

The accompanying building-code summary describes a two-story Group B office building of approximately 10,992 square feet per floor, Type V-B construction, fully sprinklered under NFPA 13, with two exit stairs and accessibility designed under IBC Chapter 11/ICC A117.1. Staff's building-code review found no hard building-

code barrier to commercial condominium ownership, provided the shared access and building systems remain protected and future occupancy changes are independently reviewed.

C. Analysis

Code Section	Review Topic	Status	Staff Comment
Utah Code Title 57, Ch. 8	Condominium ownership/plat	Complies, subject to final review	Owner dedication and declaration submit the property to condominium ownership and establish units, common areas, limited common areas, and easements.
C-1 Zone	Use and zoning	Consistent	Submitted materials identify C-1 zoning. The declaration limits units to professional office-type uses and requires compliance with zoning.
2021 IBC/ICC A117.1	Building/life safety	No code barrier identified	Building is Group B, Type V-B, fully sprinklered, with two exits and accessible design. Future changes of occupancy or tenant improvements require separate review.
Plat/Declaration	Common access and shared systems	Condition required	Lobby, stairs, elevator, restrooms, mechanical areas, fire riser, utilities, parking, and egress serving multiple units must remain protected by common-area rights and perpetual easements.
Final recording documents	Plat consistency and approvals	Condition required	Final plat, declaration, unit numbering, legal description, signatures, and required City/County approvals must be internally consistent before recording.

Recommended Conditions of Approval

1. Prior to recording, the final condominium plat shall be reviewed and approved by the City Engineer and other applicable City staff for survey, legal-description, easement, signature, and recording requirements.
2. The final plat and condominium declaration/CC&Rs shall be revised as necessary so the unit count, unit numbering, unit boundaries, common areas, limited common areas, parking rights, and legal descriptions are consistent with one another and with the approved building plans.
3. The declaration and final plat shall preserve perpetual legal access for ingress/egress, required exits, elevator and stair access, structural support, utilities, fire protection systems, mechanical/electrical/plumbing service, maintenance, and emergency access through all shared areas necessary to serve each unit.
4. Approval of the condominium plat does not approve any change of use or occupancy. Each unit shall remain subject to the approved Group B/business use unless a separate zoning and building/fire code review authorizes a different use. Future tenant improvements shall obtain all required permits.
5. All common fire/life-safety, accessibility, utility, mechanical, electrical, plumbing, and service areas shall remain available and maintainable for the benefit of the units they serve and shall not be altered or obstructed in a manner that creates a code violation.
6. The condominium declaration and final plat shall be recorded together, or in the sequence required by the Weber County Recorder, after all required City signatures and corrections are complete.

D. Fiscal Impact

No material direct fiscal impact to the City is anticipated from approval of the condominium ownership format. Normal application, review, recording, inspection, and future permit fees remain applicable.

E. Department Review

Building Official/Community Development: Recommends approval with the conditions listed above. Building-code review identifies no hard barrier to commercial condominium ownership, provided common access and shared systems are protected and future occupancy changes remain subject to permit review.

City Engineer: Final technical review and signature required prior to recording.

City Attorney/Recorder: Final form of condominium documents, signatures, and recording sequence should be confirmed before recordation, as applicable.

Alternatives

A. Approve the Request	Approve the commercial condominium plat, subject to the recommended conditions.
B. Deny the Request	Deny the request and state the specific findings/reasons for denial.
C. Continue the Item	Continue the item to a date certain to obtain additional information or revisions.
Staff Preferred Option	A. Approve the Request, with the recommended conditions.

Proposed Motion

Motion option: "I move to approve the Adams Avenue Commercial Plat, a commercial condominium plat located at 5580 Adams Avenue, subject to the six conditions of approval contained in the staff report and completion of all required final City reviews and signatures prior to recording."

What this building is

This is a **2-story, ~22,000 sf, all-Group B (business/office) building** — seven "Business Suites" (A–G) split across two floors, each roughly 1,800–5,400 sf, wrapped around a shared lobby, elevator, two exit stairs, restrooms, and mechanical/storage rooms.

Key code facts pulled from the cover sheet:

Item	Value
Codes	2021 IBC, IPC, IMC, IFC, IECC / 2020 NEC / ICC A117.1 accessibility
Occupancy	Group B (business) throughout
Construction Type	Type V-B (wood frame)
Fire sprinklers	Required, NFPA 13 (fully sprinklered)
Actual area	10,992 sf/floor × 2 floors
Allowable area	Up to 27,000 sf/floor, 3 stories (sprinklered Type V-B, Group B) — well above what's built, so no area/height increases needed
Occupant load	146 total (73/floor)
Egress	Two stairs, exit widths shown as compliant
Accessibility	Designed to IBC Ch. 11 / ICC A117.1

The floor plans' wall legend also shows a **"1-hour rated wall"** symbol used at specific locations (stairs, shafts, and at least some suite demising walls) — that's a good sign for condo purposes, discussed below.

Does anything here block a condo plat?

Nothing in what I can see is a hard building-code bar to platting these as sellable commercial condo units — but a few things affect *how clean* that conversion will be, and are worth nailing down before you file:

1. Suite separation isn't code-mandated here.

Unlike residential (R-2) dwelling units, the IBC doesn't automatically require fire-rated walls between same-occupancy Group B tenant spaces. The plans show 1-hour rated walls in place around stairs and shafts.

2. The occupancy-separation notes are worth clarifying in the CC&R's.

The cover sheet lists 1-hour separation requirements between Group A-2 (assembly) and B, A-2 and S-1, and A-2 and M — but every suite in the drawing index is labeled "Business Suite" (B occupancy). This is likely boilerplate covering *future* tenant-improvement scenarios (e.g., a suite later becomes a café or retail space). For a condo plat, you'll want each unit's permitted occupancy locked down and disclosed, since a future owner converting their unit to A-2/M/S-1 use would trigger separation upgrades and a permit review — that's a real practical constraint on what buyers can do with their unit, not a barrier to platting itself.

3. Common areas need to be defined as common elements.

Lobby, both stairwells, elevator, restrooms, HVAC/mechanical, and the fire riser room all serve multiple suites — standard stuff for a commercial condo declaration, but each unit's egress currently routes through these shared spaces, so the condo documents need to guarantee perpetual access/easements through them (a legal step, not a code one).

5. This is a Group B building, not residential — good news for platting speed.

Since there are no dwelling units, you avoid the whole set of IBC 420/Fair Housing Act residential-condo-conversion issues (accessible unit quotas, adaptable design, etc.). Commercial/office condo conversions like this are common and generally more straightforward than residential ones.

Bottom line

Building-code-wise, this building supports a commercial condo plat: it's fully sprinklered, well under allowable area, has compliant egress, and already has some rated separation built in. The real gating items are (a) locking down and disclosing each unit's permitted occupancy so a future owner can't unknowingly trigger a code violation, and (b) getting the common-element easements right in your plat/declaration of CC&R's

When recorded return to:
McDonald Fielding, PLLC
230 N 1680 E Suite W2
St. George UT 84790

Parcel No(s).

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR ADAMS AVENUE OFFICE CONDOMINIUM PROJECT**

This Declaration is made on _____, 2026, by Wasatch Living LLC, a Utah limited liability company (“Declarant”), as owner of the real property described below.

RECITALS

- A. Declarant is the owner of certain real property located in Washington Terrace, Weber County, Utah, more particularly described in **Exhibit A** (the “Property”).
- B. Declarant desires to submit the Property to the Utah Condominium Ownership Act, Title 57, Chapter 8 of the Utah Code Ann. (the “Act”), and to create a commercial office condominium project.
- C. Declarant desires to establish a plan for ownership, use, and operation of the Property as a professional office condominium, with an owners association to manage common areas and enforce this Declaration.
- D. These covenants, conditions, and restrictions shall run with the land and bind all current and future Owners.

NOW, THEREFORE, Declarant declares that the Property shall be held, sold, conveyed, leased, occupied, and improved subject to the following covenants, conditions, restrictions, easements, and equitable servitudes.

ARTICLE 1: DEFINITIONS

- 1.1 **Act:** The Utah Condominium Ownership Act, Title 57, Chapter 8 of the Utah Code Ann.
- 1.2 **Assessments:** All sums levied by the Association against a Unit or its Owner, including annual assessments, special assessments, individual assessments, fines, late charges, interest, collection costs, and attorney fees.
- 1.3 **Association:** Adams Avenue Office Owners Association, a Utah nonprofit corporation.

- 1.4 **Board:** The Board of Directors of the Association.
- 1.5 **Bylaws:** The Bylaws of the Association, as amended from time to time, governing the internal affairs and administration of the Association.
- 1.6 **Common Areas:** All portions of the Project except the Units.
- 1.7 **Common Expenses:** All costs and expenses incurred by the Association in performing its duties and exercising its powers under this Declaration, the Bylaws, and the Act, including but not limited to maintenance, repair, replacement, and operation of the Common Areas; insurance premiums; utilities; management fees; legal and accounting fees; reserves; taxes and assessments on Common Areas; and administrative expenses.
- 1.8 **Condominium Plat:** The condominium plat showing the Units, Common Areas, and Limited Common Areas recorded in connection with this Declaration.
- 1.9 **Declarant Control Period:** The period commencing on the date this Declaration is recorded and continuing until the earlier of: (i) 24 months after the first Unit is sold, transferred, or occupied by any third party not affiliated with Declarant, or (ii) such earlier date as Declarant may elect in writing
- 1.10 **Interior Common Areas:** The interior portions of the Common Areas consisting of elevators, stairwells, and bathrooms (including plumbing, fixtures, and finishes serving those areas).
- 1.11 **Limited Common Areas:** Portions of the Common Areas allocated for the exclusive use of specific Unit(s), as shown on the recorded Condominium Plat or assigned or designated pursuant to this Declaration.
- 1.12 **Mortgage:** A mortgage, deed of trust, or other security instrument encumbering a Unit.
- 1.13 **Mortgagee:** The holder, beneficiary, or lender under a Mortgage.
- 1.14 **Owner:** The record holder of fee simple title to a Unit. Owners are also referred to as Members.
- 1.15 **Project:** Adams Avenue Office Condominium Project.
- 1.16 **Rules and Regulations:** The rules and regulations adopted by the Board (or by Declarant during the Declarant Control Period) governing the use, operation, and management of the Units, Common Areas, and Project, as amended from time to time.
- 1.17 **Unit:** Each separately designated air space and its appurtenant interest in the Common Areas, as identified on the recorded Condominium Plat.

ARTICLE 2: SUBMISSION TO THE ACT; EASEMENTS

- 2.1 **Submission to the Act.** The Property is submitted to the Act.
- 2.2 **Utility and Service Easements.** The Property is subject to non-exclusive easements for the installation, maintenance, repair, and replacement of utilities and Association services across the Common Areas and, where reasonably necessary, through portions of any Unit, provided the Association restores any disturbed area at its expense.
- 2.3 **Access and Support.** Each Unit has a perpetual easement for ingress, egress, and structural support over and through the Common Areas and adjoining Units to the extent required by the building's design.

- 2.4 **Encroachments.** If any Unit or Common Area encroaches upon another Unit or Common Area as a result of original construction, settling, or non-intentional reconstruction, a valid easement for the encroachment exists for as long as the encroachment remains.
- 2.5 **Association and Emergency Access.** The Association and its agents have a right of entry into any Unit to perform emergency repairs or to abate conditions threatening other Units or the Common Areas, with reasonable notice except in emergencies.
- 2.6 **Declarant Easements.** Declarant reserves easements over the Common Areas during the Declarant Control Period for construction, completion of improvements, marketing, sales, and warranty work.

ARTICLE 3: **OWNERSHIP AND USE OF UNITS AND COMMON AREAS**

- 3.1 **Ownership:** Each Owner owns their Unit in fee simple. Each Unit has an undivided interest in the Common Areas, liability for Common Expenses, and voting rights, all allocated based on the Gross Square Footage of the Unit relative to the total Gross Square Footage of all Units combined.
- 3.2 **Permitted Uses:** Units shall be used solely for general office, professional, administrative, executive, consulting, financial services, legal, accounting, architectural, engineering, technology, or medical/dental purposes (except as limited in 3.3.4.6), compatible with a high-quality professional office environment. All uses must comply with zoning and maintain the professional character of the Project.
- 3.3 **Restrictions on Use:**
 - 3.3.1 No exterior alterations may be performed without Board (or Board-designated committee) approval.
 - 3.3.2 Signage must comply with Association Rules and Regulations, and all applicable laws and ordinances.
 - 3.3.3 No hazardous materials are permitted.
 - 3.3.4 The following uses are strictly prohibited:
 - 3.3.4.1 Retail sales or any business open to the general public on a walk-in basis.
 - 3.3.4.2 Massage therapy, spa services, bodywork, or similar personal care services.
 - 3.3.4.3 Sexually oriented businesses, adult entertainment, escort services, or any activity involving pornography, nude/semi-nude performances, or sexual paraphernalia.
 - 3.3.4.4 Industrial, manufacturing, warehouse, storage, or distribution uses.
 - 3.3.4.5 Restaurants, food service establishments (except limited employee break rooms or catering), bars, or nightclubs.
 - 3.3.4.6 Medical/dental uses involving surgical procedures, overnight stays, or high-traffic patient volumes.
 - 3.3.4.7 Any use creating excessive noise, odors, vibration, smoke, fumes, dust, glare, or other nuisances.
 - 3.3.4.8 Residential use of any kind.
 - 3.3.4.9 Any illegal activity or nuisance under Utah law.
 - 3.3.4.10 Any activities reasonably deemed by the Board to pose abnormal or unreasonable insurance risks

- 3.4 **Parking:** Parking areas are Common Areas unless designated as Limited Common Areas. Declarant during the Declarant Control Period, or the Board after the Declarant Control Period, may designate up to two parking stalls per Unit as Limited Common Area for that Unit. General parking is first-come, first-served.
- 3.5 **Animals:** No animals, pets, livestock, or fowl are permitted except service animals strictly required by federal, state, or local law (ADA). Emotional support animals are not permitted. Service animals must be under control, housebroken, and not create nuisances. Owners are liable for all damage.
- 3.6 **Subdivision and Creation of Additional Units:** No Unit may be subdivided. No additional condominium units may be created. No Units may be combined. The number and boundaries of Units are fixed as shown on the Condominium Plat.
- 3.7 **Common Areas:** Owners have shared non-exclusive rights of access and general use subject to rules and regulations of the Board, with respect to all Common Areas other than Limited Common Areas. Owners associated with specific Limited Common Areas have exclusive rights to access and use those Limited Common Areas. No Owner has the right to alter any Common Areas.
- 3.8 **Leases.** An Owner may lease a Unit only under a written lease with a term of at least six months. No transient, short-term, or hotel-style occupancy is permitted. Every lease shall expressly require the tenant to comply with this Declaration, the Bylaws, and the Rules and Regulations, and shall provide that breach of those documents is a default under the lease. The Owner remains liable for all acts and omissions of its tenant. The Owner shall deliver tenant contact information and a copy of the lease to the Board within 10 days after occupancy begins.

ARTICLE 4: ASSOCIATION GOVERNANCE

- 4.1 **Creation and Powers:** The Association manages the Project and enforces this Declaration.
- 4.2 **Membership:** Membership in the Association is appurtenant to Unit ownership.
- 4.3 **Voting:** During the Declarant Control Period, Declarant has the exclusive right to cast all votes. After the Declarant Control Period, voting rights are allocated based on each Unit's proportional Gross Square Footage percentage.
- 4.4 **Board and Officers:** During the Declarant Control Period, Declarant appoints and removes all Board members and officers. After the Declarant Control Period, the Board is elected by Owners per the Bylaws.
- 4.5 **Bylaws/Rules and Regulations:** Initial Bylaws are attached hereto as **Exhibit B**. Initial Rules and Regulations are attached hereto as **Exhibit C**. Declarant may unilaterally adopt/amend Bylaws and Rules and Regulations during the Declarant Control Period. After the Declarant Control Period, the Board may adopt/amend Bylaws and Rules and Regulations.

ARTICLE 5: ASSESSMENTS

- 5.1 **Obligation and Levy:** The Association, acting through the Declarant during the Declarant Control Period and through the Board thereafter, shall levy (i) annual Assessments to fund the budgeted Common Expenses, (ii) special Assessments for non-budgeted expenses or

capital needs, and (iii) individual Assessments against an Owner for charges, fines, or reimbursable costs attributable to that Owner. Annual Assessments shall be set by adoption of an annual budget. Assessments are allocated based on each Unit's proportional Gross Square Footage percentage. Each Owner is personally obligated to pay all Assessments levied against the Owner's Unit.

- 5.2 **Capital Improvements:** Any capital improvement to the Common Areas exceeding \$15,000 (the "Improvement Threshold"), or any special Assessment for capital improvements, requires approval by at least 67% of all voting interests. The Improvement Threshold may be adjusted annually by the Board in its reasonable discretion on January 1 of each year, roughly proportionate to any change in the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U, U.S. City Average, All Items) from the date this Declaration is recorded.
- 5.3 **Lien and Delinquency:** Assessments create liens enforceable by foreclosure. Late fees and interest apply according to the Fine Schedule adopted by the Declarant during the Declarant Control Period or by the Board after the Declarant Control Period. Before imposing any fine, the Association shall give the Owner any written notice required by applicable law (if any).
- 5.4 **Reserves:** Adequate reserves shall be maintained with periodic studies, as determined by the Declarant during the Declarant Control Period or the Board after the Declarant Control Period.

ARTICLE 6: MAINTENANCE RESPONSIBILITIES

- 6.1 **Association:** The Association has exclusive authority and obligation to maintain, repair and replace all Common Areas.
- 6.2 **Owners:** Owners have exclusive authority and obligation to maintain their Unit interiors. Owners are also responsible for all damage caused by them, their tenants, invitees, guests, and permittees.

ARTICLE 7: AMENDMENT

- 7.1 **During Declarant Control Period:** During the Declarant Control Period, Declarant may unilaterally amend this Declaration for any purpose.
- 7.2 **After Declarant Control Period:** After the Declarant Control Period, amendments require at least 67% of voting interests (or higher if required by the Act).

ARTICLE 8: GENERAL PROVISIONS

- 8.1 **Enforcement:** The Association or any Owner may enforce this Declaration. Violations of Use Protection or subdivision rules are subject to immediate injunctive relief. Prevailing party recovers attorney fees.
- 8.2 **Amendments:** During the Declarant Control Period, Declarant may unilaterally amend this Declaration for any purpose. After the Declarant Control Period, amendments require at least 67% of voting interests (or higher if required by the Act).
- 8.3 **Insurance:** The Association shall maintain insurance as required by applicable law and as reasonably determined by the Board. Each Owner shall maintain property insurance on Unit improvements, betterments, and contents, and commercial general liability insurance

with limits of not less than \$1,000,000 per occurrence. Owners shall deliver certificates of insurance to the Association upon request. The Association and each Owner waive all rights of subrogation against one another to the extent of insurance proceeds actually received, and all policies shall include a waiver-of-subrogation endorsement where available.

- 8.4 **Reconstruction After Casualty:** If any portion of the Project is damaged or destroyed, the Association shall promptly cause the damaged portion to be repaired or rebuilt to substantially the same condition as before the casualty, using insurance proceeds and, if those proceeds are insufficient, a special Assessment allocated by Gross Square Footage. The Project shall not be terminated unless Owners representing at least 80% of the voting interests vote to terminate following a casualty rendering reconstruction impractical.
- 8.5 **Condemnation:** Awards for the taking of Common Areas shall be paid to the Association and used to restore the remaining Common Areas. Awards for the taking of a Unit shall be paid to the Owner of that Unit, subject to the rights of any Mortgagee.
- 8.6 **Priority of First Mortgages:** The lien of any Assessment is subordinate to the lien of any first Mortgage recorded against a Unit before the Assessment became due, except to the extent the Act provides otherwise. Foreclosure of a first Mortgage extinguishes the lien for Assessments that became due before foreclosure but does not relieve the foreclosing Mortgagee or its successor from Assessments accruing after foreclosure. Any first Mortgagee that delivers written notice of its interest to the Association is entitled to written notice of (i) any material amendment to this Declaration, (ii) any casualty or condemnation affecting the Project, (iii) any delinquency of more than 60 days in Assessments owed by the Owner of the encumbered Unit, and (iv) any lapse of Association insurance.
- 8.7 **Severability:** If any provision of this Declaration is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be reformed to the minimum extent necessary to make it enforceable while preserving the parties' original intent.
- 8.8 **Duration:** This Declaration runs with the land and is perpetual in duration, subject to amendment or termination as provided in this Declaration and the Act. Termination of the Project requires the written consent of Owners holding at least 80% of the voting interests and the written consent of all first Mortgagees who have requested notice.
- 8.9 **Dispute Resolution:** Before filing suit (other than for injunctive relief or to collect Assessments), the disputing parties shall participate in non-binding mediation in Weber County, Utah, with a mutually agreed mediator. If mediation does not resolve the dispute within 60 days, either party may file suit in the state district court for Weber County, Utah. Each party waives any right to a jury trial. The prevailing party is entitled to recover reasonable attorney fees and costs.
- 8.10 **Governing Law:** This Declaration is governed by the laws of the State of Utah. If any provision conflicts with the Act, the Act controls.
- 8.11 **Notices:** Notices to an Owner shall be sent to the address of the Unit or to such other address as the Owner has provided to the Association in writing. Notices to the Association shall be sent to its principal office. Notice is effective upon delivery or three days after deposit in the U.S. mail, first-class postage prepaid.

8.12 Estoppel Certificates: Within 15 days after written request by an Owner, prospective purchaser, or Mortgagee, the Association shall issue a written statement of the status of Assessments and known violations affecting the specified Unit. The Association may charge a reasonable fee for each certificate.

IN WITNESS WHEREOF, Declarant executes this Declaration.

Wasatch Living LLC,

By: _____

Name:

Title:

State of Utah

:ss

County of _____

Subscribed and sworn before me on this _____ day of _____, 2026.

Notary Public

[seal]

Exhibit A

PART OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER SECTION; RUNNING THENCE SOUTH 89D30' EAST 390.00 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION, THENCE NORTH 0D26' EAST ALONG THE WESTERLY LINE OF SOUTH OGDEN CITY PROPERTY, 335.90 FEET, THENCE NORTH 89D30' WEST 131 FEET, MORE OR LESS, THENCE SOUTH 00D45'24" WEST, 170.00 FEET; THENCE NORTH 89D10'36" WEST 256.24 FEET TO THE WEST LINE OF SAID QUARTER SECTION, THENCE SOUTH 0D26' WEST ALONG SAID WEST LINE 165.91 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION ADAMS AVENUE ROAD DEDICATION PLAT (75-75). SUBJECT TO A 30 FOOT WIDE EASEMENT 15 FEET WIDE ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: BEGINNING AT A POINT WHICH IS NORTH 0D26' EAST 32.0 FEET FROM THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: RUNNING THENCE SOUTH 89D30' EAST 100 FEET, THENCE RIGHT ALONG THE ARC OF A 200.0 FOOT RADIUS CURVE A DISTANCE OF 36.04 FEET (CHORD BEARS SOUTH 75D50'13" EAST 35.99 FEET), THENCE LEFT ALONG THE ARC OF A 200.0 FOOT RADIUS CURVE A DISTANCE OF 36.04 FEET (CHORD BEARS SOUTH 75D50'13" EAST 35.99 FEET), THENCE SOUTH 89D30' EAST 220 FEET, MORE OR LESS, TO THE EXISTING PROPERTY LINE OF SOUTH OGDEN CITY.

Exhibit B
BYLAWS OF ADAMS AVENUE OFFICE OWNERS ASSOCIATION
(A Utah Nonprofit Corporation)

June __, 2026

These Bylaws are adopted for the governance of Adams Avenue Office Owners Association (the “Association”), a Utah nonprofit corporation organized to manage the Adams Avenue Office Condominium Project (the “Project”) pursuant to the Declaration of Covenants, Conditions, and Restrictions recorded in Weber County, Utah (the “Declaration”), the Utah Condominium Ownership Act (Title 57, Chapter 8 of the Utah Code Ann) (the “Act”), and the Utah Revised Nonprofit Corporation Act.

ARTICLE 1: NAME AND PURPOSE

1.1 **Name.** The name of the Association is Adams Avenue Office Owners Association.

1.2 **Purpose.** The Association is formed to:

- 1.2.1 Manage, maintain, and operate the Common Areas and Interior Common Areas of the Project;
- 1.2.2 Enforce the Declaration, these Bylaws, and the Rules and Regulations;
- 1.2.3 Collect and administer Assessments;
- 1.2.4 Promote the professional office character and value of the Project.

ARTICLE 2: MEMBERSHIP AND VOTING

- 2.1 **Membership.** Every Owner of a Unit is a member of the Association. Membership is appurtenant to Unit ownership and may not be separated.
- 2.2 **Voting Rights.** Voting rights are allocated according to each Unit’s percentage interest based on Gross Square Footage, as set forth in the Declaration. The total voting power equals 100%. Votes may be cast in person, by proxy, or by written ballot.
- 2.3 **Declarant Control Period.** During the Declarant Control Period (as defined in the Declaration), Declarant shall have the exclusive right to cast all votes on any matter and to appoint and remove all members of the Board and officers.
- 2.4 **Quorum.** A quorum for any meeting of Members shall be Owners representing at least fifty-one percent (51%) of the total voting interests, unless a higher percentage is required by the Declaration or the Act.

ARTICLE 3: BOARD

- 3.1 **Number and Qualification.** The Board shall consist of three (3) Directors. Directors must be Owners or authorized representatives of Owners (or, during the Declarant Control Period, appointees of Declarant).
- 3.2 **Powers and Duties.** The Board shall have all powers necessary to manage the Association, including but not limited to:
 - 3.2.1 Enforcing the Declaration, Bylaws, and Rules;
 - 3.2.2 Levying and collecting Assessments;
 - 3.2.3 Maintaining Common Areas;

- 3.2.4 Adopting and enforcing Rules and Regulations;
- 3.2.5 Contracting for services;
- 3.2.6 Preparing budgets and financial reports;
- 3.2.7 Maintaining insurance;
- 3.2.8 Approving routine maintenance and repairs.

3.3 Election and Term.

- 3.3.1 During the Declarant Control Period, Declarant appoints all Directors.
- 3.3.2 After the Declarant Control Period, Directors shall be elected by the Members at the annual meeting. Directors serve staggered two-year terms.

3.4 **Meetings of the Board.** Regular and special meetings shall be held as needed. Notice shall be given as required by law. A majority of Directors constitutes a quorum.

3.5 **Removal.** Directors may be removed as provided by the Act and these Bylaws.

ARTICLE 4: OFFICERS

4.1 **Officers.** The officers of the Association shall be a President, Secretary, and Treasurer, and such other officers as the Board may appoint. Officers shall be appointed by the Board (or by Declarant during the Declarant Control Period).

4.2 Duties.

- 4.2.1 **President:** Chief executive officer, presides at meetings.
- 4.2.2 **Secretary:** Keeps records and minutes.
- 4.2.3 **Treasurer:** Responsible for financial records and accounts.

ARTICLE 5: MEETINGS OF MEMBERS

- 5.1 **Annual Meeting.** An annual meeting of Members shall be held each year for the election of Directors (after the Declarant Control Period) and transaction of other business.
- 5.2 **Special Meetings.** Special meetings may be called by the President, a majority of the Board, or by Members holding at least 50% of the voting interests.
- 5.3 **Notice.** Written notice of meetings shall be given not less than ten nor more than 50 days before the meeting, or as required by law.
- 5.4 **Action Without Meeting.** Any action may be taken by written consent signed by Owners or Directors, respectively, holding the required percentage of voting interests, without a meeting.

ARTICLE 6: COMMITTEES

The Board may create standing or ad hoc committees as needed.

ARTICLE 7: ASSESSMENTS AND FINANCES

- 7.1 **Assessments.** Assessments shall be levied in accordance with the Declaration, allocated proportionally by Gross Square Footage percentages.
- 7.2 **Fiscal Year.** The fiscal year shall be the calendar year unless otherwise determined by the Board.

7.3 **Records.** The Association shall maintain complete financial and membership records, available for inspection by Owners as provided by law.

ARTICLE 8: **RULES AND REGULATIONS**

The Board (or Declarant during the Declarant Control Period) may adopt, amend, and enforce reasonable Rules and Regulations consistent with the Declaration.

ARTICLE 9: **INDEMNIFICATION**

The Association shall indemnify Directors, officers, and agents to the fullest extent permitted by Utah law.

ARTICLE 10: **AMENDMENT**

These Bylaws may be amended by:

10.1 Unilateral action of Declarant during the Declarant Control Period;

10.2 After the Declarant Control Period, by vote of Owners representing at least 67% of the voting interests.

ARTICLE 11: **MISCELLANEOUS**

11.1 **Conflicts.** In case of conflict between these Bylaws and the Declaration, the Declaration shall control. In case of conflict with the Act, the Act shall control.

11.2 **Severability.** Invalid provisions shall not affect the remainder.

11.3 **Dispute Resolution.**

[end of Bylaws]

Exhibit C
RULES AND REGULATIONS OF ADAMS AVENUE OFFICE OWNERS
ASSOCIATION

June __, 2026

These Rules and Regulations are adopted by the Board (or Declarant during the Declarant Control Period) pursuant to the Declaration of Covenants, Conditions, and Restrictions (the “Declaration”) and the Bylaws of Adams Avenue Office Owners Association (the “Association”). They are intended to maintain a professional, high-quality office environment. These Rules supplement the Declaration and Bylaws and are enforceable to the same extent.

Capitalized terms have the meanings given in the Declaration.

1. GENERAL USE AND CONDUCT

- 1.1 **Professional Office Environment.** The Project is exclusively for professional office use. All activities must preserve the quiet, clean, and professional character of the building.
- 1.2 **Compliance.** All Owners, tenants, employees, contractors, and invitees must comply with the Declaration, Bylaws, these Rules, and applicable laws.
- 1.3 **Nuisances.** No activity shall create excessive noise, odors, vibration, smoke, dust, fumes, glare, or other disturbances that interfere with other Owners’ quiet enjoyment. Business hours are 5:00 AM to Midnight, unless otherwise approved by the Board.
- 1.4 **Common Area Use.** Interior Common Areas (elevators, stairwells, and bathrooms) must be kept clean and used respectfully. No loitering, smoking, vaping, or consumption of alcohol is allowed in Common Areas.

2. PARKING RULES

- 2.1 **General Parking.** Non-exclusive parking stalls are available on a first-come, first-served basis for Owners, tenants, employees, and business invitees.
- 2.2 **Assigned Parking Stalls.** Limited Common Area parking stalls assigned to specific Units shall be used only by the designated Owner or their approved tenants. Unauthorized use may result in towing.
- 2.3 **Restrictions:**
 - 2.3.1 No parking in fire lanes, access aisles, handicapped spaces (without permit), or areas blocking ingress/egress.
 - 2.3.2 No overnight parking of commercial vehicles, trailers, or RVs without prior Board approval.
 - 2.3.3 No vehicle maintenance, washing, or repair in parking areas.
 - 2.3.4 Violators may be towed at the vehicle owner’s expense.

3. SERVICE ANIMALS

- 3.1 Service animals must be under the direct control of their handler at all times, housebroken, and non-disruptive.
- 3.2 Owners are fully responsible and liable for any damage, cleanup, or injury caused by a service animal.

- 3.3 The Board may require reasonable documentation consistent with law and may adopt additional procedures.

4. **ALTERATIONS AND ARCHITECTURAL CONTROL**

- 4.1 **Approval Required.** No exterior alterations, modifications to Common Areas, or changes visible from the exterior (including signage) may be made without prior written approval of the Board or its designated committee (if any).
- 4.2 **Signage.** All signage must comply with Association standards, local ordinances, and be professionally designed. No temporary, handwritten, or illuminated signs without approval.
- 4.3 **Interior Improvements.** Major interior improvements that affect structural elements, plumbing, electrical systems serving Common Areas, or sound insulation require Board notification and approval.

5. **MAINTENANCE AND CLEANLINESS**

- 5.1 **Owner Responsibilities.** Owners shall maintain the interior of their Units (including HVAC units serving only their Unit) in clean, safe, and good condition.
- 5.2 **Waste and Recycling.** All trash must be properly contained and disposed of in designated areas. Recycling is encouraged.
- 5.3 **Interior Common Areas.** Owners and occupants shall not damage or misuse elevators, stairwells, or bathrooms. Owners shall report observed maintenance issues promptly to the Association.

6. **LEASING AND OCCUPANCY**

- 6.1 **Owner Responsibility.** Owners are fully responsible for the conduct of their tenants, guests, permittees and invitees and must ensure all leases include a provision requiring compliance with the Declaration, Bylaws, and these Rules.
- 6.2 **Notification.** Owners must provide the Association with current tenant contact information and a copy of the lease within ten (10) days of occupancy.

7. **INSURANCE AND RISK**

Owners and tenants must maintain adequate liability and property insurance as required by the Declaration. Activities that increase insurance premiums for the Association are prohibited.

8. **ENFORCEMENT**

- 8.1 **Violations.** Violations may result in:
- 8.1.1 Written warnings
 - 8.1.2 Fines (as established by the Board)
 - 8.1.3 Suspension of Common Area privileges (except legally required access)
 - 8.1.4 Legal action, including injunctions and recovery of attorney fees
 - 8.1.5 Towing of unauthorized vehicles
 - 8.1.6 Removal of unapproved animals
- 8.2 **Hearing.** Owners or tenants may request a hearing before the Board regarding alleged violations (except during Declarant Control Period, where Declarant decides).

9. **MISCELLANEOUS**

- 9.1 **Hours of Operation.** The Board may establish reasonable quiet hours or operational guidelines.
- 9.2 **Guests and Invitees.** Owners are responsible for ensuring guests and invitees comply with these Rules.
- 9.3 **Amendments.** These Rules may be amended or supplemented by the Board (or unilaterally by Declarant during the Declarant Control Period). Updated Rules will be distributed to all Owners.
- 9.4 **Conflicts.** In the event of any conflict, the Declaration controls over these Rules, and the Act controls over both.

[End]

SAMPLE FINE SCHEDULE FOR ADAMS AVENUE OFFICE OWNERS ASSOCIATION

Appendix to the Rules and Regulations

Fines are intended to encourage compliance and maintain the professional office environment. All fines are in addition to any costs incurred by the Association (*e.g.*, repair costs, attorney fees, or towing charges).

1. GENERAL PROVISIONS

- 1.1 Fines are assessed against both the Unit and the Owner of the Unit (Owners are responsible for the actions of tenants, employees, contractors, and invitees).
- 1.2 A written notice of violation will be sent before fines are assessed (except for immediate safety or towing violations).
- 1.3 Owners may request a hearing before the Board (or Declarant during the Declarant Control Period) within ten days of receiving a violation notice. Hearings may be conducted in person or electronically as determined by the Board.
- 1.4 Repeat violations of the same rule within a 12-month period will result in escalated fines as reasonably determined by the Board.
- 1.5 Daily fines may apply for continuing violations.
- 1.6 Payment is due within 21 days. Unpaid fines become part of the Assessment lien on the Unit.

2. FINE SCHEDULE

Violation Category	First Offense	Second Offense (within 12 months)	Subsequent Offenses / Continuing Violation
Unauthorized animal (non-service)	\$250	\$500	\$500 + \$100 per day
Service animal creating nuisance or not under control	\$100	\$250	\$250 + \$50 per day
Unauthorized parking (blocking access, fire lane, etc.)	\$100 + towing costs	\$250 + towing costs	\$500 + towing costs
Use of assigned parking stall by unauthorized party	\$150	\$300	\$500
Excessive noise, odors, or nuisance	\$200	\$400	\$500 + \$100 per day
Prohibited use (retail, massage, sexually oriented, restaurant, residential, etc.)	\$1,000	\$2,500	\$5,000 + possible legal action

Violation Category	First Offense	Second Offense (within 12 months)	Subsequent Offenses / Continuing Violation
Unauthorized alteration or signage	\$500 + correction costs	\$1,000 + correction costs	\$2,000 + daily fines until corrected
Damage to Common Areas or Interior Common Areas (elevators, stairwells, bathrooms)	Actual repair cost + \$250	Actual repair cost + \$500	Actual repair cost + \$1,000
Improper disposal of trash / recycling	\$100	\$250	\$500
Smoking / vaping in Common Areas	\$150	\$300	\$500
Failure to provide tenant information or lease copy	\$100	\$250	\$500
Violation of Architectural Control / unapproved modifications	\$500 + correction costs	\$1,000 + correction costs	\$2,000 + daily fines
Failure to maintain Unit interior causing damage to Common Areas	Actual repair cost + \$300	Actual repair cost + \$600	Actual repair cost + \$1,000
Other violations of Declaration, Bylaws, or Rules	\$100 – \$500	\$250 – \$1,000	\$500 – \$2,000 + possible daily fines

3. **ADDITIONAL ENFORCEMENT TOOLS**

- 3.1 **Towing:** Unauthorized vehicles may be towed immediately at the owner's expense.
- 3.2 **Suspension of Rights:** Voting rights and/or Common Area privileges may be suspended for delinquent fines or repeated serious violations (subject to legal requirements).
- 3.3 **Legal Action:** The Association may pursue injunctive relief, foreclosure of liens, or other remedies provided in the Declaration. The prevailing party shall recover attorney fees and costs.
- 3.4 **Waiver or Reduction:** The Board (or Declarant during the Control Period) may waive or reduce a fine in its sole discretion for good cause.

[End]

ARCHITECTURAL GUIDELINES APPENDIX B TO THE RULES AND REGULATIONS OF ADAMS AVENUE OFFICE OWNERS ASSOCIATION

These Architectural Guidelines are adopted pursuant to the Declaration of Covenants, Conditions, and Restrictions and the Bylaws of the Association. They are intended to preserve the professional, cohesive, and high-quality appearance of the Adams Avenue Office Condominium Project while allowing reasonable modifications within individual Units.

All proposed alterations, modifications, or improvements visible from the exterior or affecting Common Areas require prior written approval from the Board (or Board-designated committee, if any).

1. GENERAL PRINCIPLES

- 1.1 All improvements must maintain the professional office character of the Project.
- 1.2 Changes must be harmonious in design, materials, and color with the existing architecture.
- 1.3 Structural integrity, safety, and compliance with all applicable building codes, zoning ordinances, and fire regulations are mandatory.
- 1.4 No modification may interfere with the use and enjoyment of Common Areas or other Units.

2. ITEMS REQUIRING APPROVAL

Approval is required for (but not limited to):

- 2.1 Exterior alterations or additions (windows, doors, facades, roofing, etc.).
- 2.2 Changes to balconies, patios, or Limited Common Areas.
- 2.3 All signage (interior and exterior).
- 2.4 Modifications to mechanical, electrical, plumbing, or HVAC systems that affect Common Areas or shared systems.
- 2.5 Installation of satellite dishes, antennas, solar panels, or exterior lighting.
- 2.6 Changes to exterior paint colors, awnings, or decorative elements.
- 2.7 Interior improvements that affect sound transmission, structural elements, or Common Area systems.

Note: Cosmetic interior changes within a Unit that do not affect Common Areas or the exterior generally do not require approval, but Owners must still comply with construction noise and cleanup rules.

3. SIGNAGE STANDARDS

- 3.1 All signage must be professionally designed, fabricated, and installed.
- 3.2 Signage must be consistent in style, size, materials, and color scheme across the Project.
- 3.3 Illuminated signs require specific approval and must use subdued lighting.
- 3.4 No temporary, handwritten, neon, or inflatable signs are permitted.
- 3.5 Directory signage in lobbies will be uniform and managed by the Association.

4. DESIGN AND MATERIAL STANDARDS

- 4.1 **Colors:** Must be from the approved Project color palette. Earth tones, neutrals, and professional business colors are preferred.
- 4.2 **Materials:** High-quality, durable, and low-maintenance materials are required. Approved materials include glass, metal, stone, brick, and architectural-grade composites. No exposed plywood, plastic sheeting, or low-grade materials.
- 4.3 **Windows and Doors:** Must match or complement existing style. Tinting must be uniform and approved.
- 4.4 **Flooring:** Sound-attenuating underlayment is strongly recommended for hard-surface flooring to minimize noise transmission.
- 4.5 **Lighting:** Exterior lighting must be shielded and directed downward to prevent light pollution.

5. **SUBMISSION AND APPROVAL PROCEDURE**

5.1 **Application Requirements:**

- 5.1.1 Written application on the Association's form.
- 5.1.2 Detailed plans, drawings, specifications, and material samples.
- 5.1.3 Description of construction methods, timeline, and contractor information.
- 5.1.4 Proof of required governmental permits (if applicable).

5.2 **Review Process:**

- 5.2.1 Submissions will generally be reviewed within 15 business days.
- 5.2.2 Approval, conditional approval, or denial will be provided in writing.
- 5.2.3 Silence after 30 days does not constitute approval.

5.3 **Construction Rules:**

- 5.3.1 Owners/contractors must protect Common Areas from damage and clean daily.
- 5.3.2 All debris must be removed promptly.
- 5.3.3 Insurance certificates (liability) naming the Association as additional insured are required.

- 5.4 **Completion:** All approved work must be completed within the approved timeframe. Final inspection may be required.

6. **DECLARANT RIGHTS**

During the Declarant Control Period, Declarant (or its designee) has sole authority over architectural matters and may deviate from these Guidelines as needed for development, marketing, or sales purposes.

7. **VIOLATIONS AND ENFORCEMENT**

- 7.1 Unauthorized work may result in fines (see Fine Schedule), stop-work orders, and/or removal at the Owner's expense.
- 7.2 The Association may pursue legal remedies, including liens and attorney fees.

8. **AMENDMENT**

These Architectural Guidelines may be amended by the Board (or unilaterally by Declarant during the Declarant Control Period). Updated versions will be distributed to all Owners.

[end]

ADAMS AVENUE COMMERCIAL PLAT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 16
TOWNSHIP 5 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
WASHINGTON TERRACE, WEBER COUNTY, UTAH
MARCH 2026

GENERAL NOTES:

- PROPERTY IS ZONED C-1
- UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE PU&DE. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE PU&DE AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE PU&DE OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE PU&DE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE PU&DE.
- PROTECT ALL EXISTING SECTION CORNERS AND STREET MONUMENTS. COORDINATE ALL SURVEY STREET MONUMENT INSTALLATION, GRADE ADJUSTMENT AND ALL REQUIRED FEES AND PERMITS WITH THE COUNTY SURVEYOR PRIOR TO DISRUPTION OF ANY EXISTING MONUMENTS.
- 5/8" x 24" REBAR AND CAP WILL BE PLACED AT ALL REAR LOT CORNERS AND FRONT CORNERS WILL BE MARKED WITH A NAIL OR RIVET AT THE EXTENSION IN THE CURB.

ADDRESS TABLE

UNIT 101	XXXX WEST ADAMS AVENUE PARKWAY
UNIT 102	XXXX WEST ADAMS AVENUE PARKWAY
UNIT 103	XXXX WEST ADAMS AVENUE PARKWAY
UNIT 201	XXXX WEST ADAMS AVENUE PARKWAY
UNIT 202	XXXX WEST ADAMS AVENUE PARKWAY
UNIT 203	XXXX WEST ADAMS AVENUE PARKWAY

WEST QUARTER
SECTION 16
TOWNSHIP 5 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
(FOUND)

07-053-0071
COLUMBIA OGDEN MEDICAL CENTER INC

07-053-0068
WASHINGTON TERRACE CITY

07-784-0001
GOLDENWEST FEDERAL CREDIT UNION

ADAMS AVENUE PARKWAY
(PUBLIC STREET)

SOUTHWEST CORNER
SECTION 16
TOWNSHIP 5 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
(FOUND)

BASIS OF BEARINGS N 0°52'31" E 2639.96' (RECORD) 2639.97' (MEASURED)

POINT OF BEGINNING

07-699-0003
WEBER COUNTY LIBRARY
DEVELOPMENT FUND

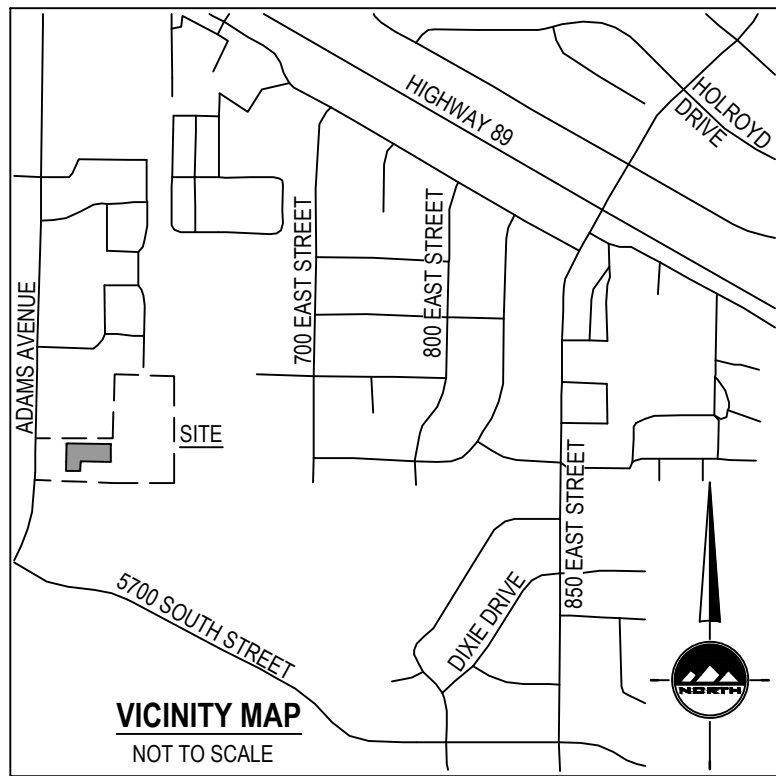
OFFICE BUILDING
10,992 sq. ft.
0.252 acres
XXXX WEST

SUBJECT PARCEL
72,993 sq. ft.
1.676 acres

5600 SOUTH
(PUBLIC STREET)

07-080-0125
FARMINGTON BAY HEALTH HOLDINGS LLC

07-080-0133
WASHINGTON TERRACE CITY



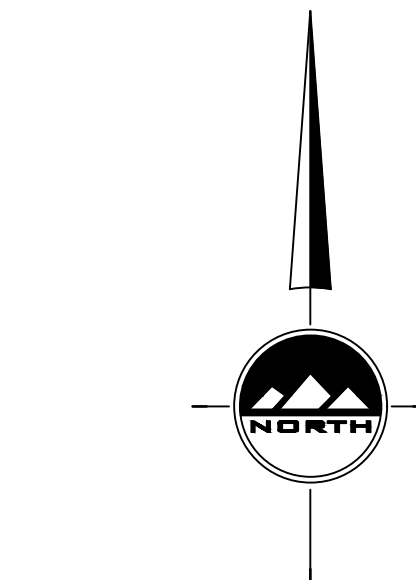
LINE TABLE

LINE	BEARING	LENGTH
L1	S1°00'15"W	1.00'
L2	S1°00'15"W	2.00'
L3	N88°59'45"W	9.67'
L4	S1°00'15"W	2.00'
L5	S88°59'45"E	1.00'
L6	N88°59'45"W	3.46'
L7	N0°26'00"E	6.00'
L8	S89°30'00"E	1.00'
L9	S0°26'00"W	6.00'
L10	N89°30'00"W	1.00'

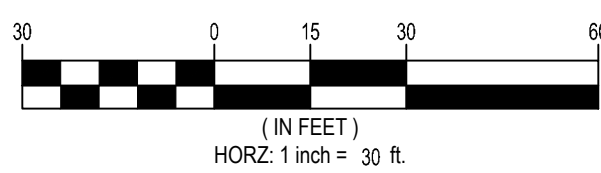
LEGEND

- SECTION CORNER
- WITNESS MONUMENT
- SET 5/8" X 24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
- SECTION LINE
- SECTION TIE LINE
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- ROAD CENTERLINE
- ADJACENT ROAD CENTERLINE
- RIGHT OF WAY
- ADJACENT RIGHT OF WAY
- LOT LINE
- ADJACENT LOT LINE
- EASEMENT
- TANGENT

SOUTH QUARTER
SECTION 16
TOWNSHIP 5 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
(NOT FOUND)



HORIZONTAL GRAPHIC SCALE



DEVELOPER
JEREMY KRAUSE
334 N MARSHALL WAY STE. E
LAYTON, UT 84041
801-866-4809



LAYTON
919 North 400 West
Layton, UT 84041
Phone: 801.547.1100
CEDAR CITY
Phone: 801.547.1100
RICHFIELD
Phone: 435.886.2983

SANDY
Phone: 801.255.0529
TODDLE
Phone: 435.843.3590
CEDAR CITY
Phone: 435.883.1453
RICHFIELD
Phone: 435.886.2983

CITY ENGINEER'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20____
BY THE CITY OF WASHINGTON TERRACE

WASHINGTON TERRACE ENGINEER

SURVEYOR'S CERTIFICATE

I, TRENT WILLIAMS, do hereby certify that I am a Licensed Land Professional Surveyor in the State of Utah, and that I hold License No. 8034679 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyor's Act, with Section 17-23-504 and have verified all measurements; that the reference monuments shown on this plat are located as indicated and are sufficient to accurately established the lateral boundaries of the herein described tract of real property, and has been draw correctly to the designated scale and is a true and correct representation of the herein described lands including in said subdivision, based upon data compiled from records of the Weber County Records Office. I further certify that all lots meet frontage width and area requirements of the applicable zone ordinances.

BOUNDARY DESCRIPTION

A parcel of land, situate in the Southwest Quarter of Section 16, Township 5 North, Range 1 West, Salt Lake Base and Meridian, said parcel also located in Weber County, Utah. Being more particularly described as follows:

Contains: 83,985 square feet or 1.928 acres.

Date _____ Trent R. Williams
License No. 8034679

OWNER'S DEDICATION

WASATCH LIVING LLC, THE UNDERSIGNED OWNER(S) OF SAID TRACT OF LAND DESCRIBED HEREON DO HEREBY CERTIFY THAT WE CONSENT TO THE RECORDATION OF THIS CONDOMINIUM PLAT IN ACCORDANCE WITH UTAH CODE ANNOTATED 57-8-13, SUBDIVIDING THE LAND INTO CONDOMINIUM OWNERSHIP, AND CREATING UNITS, COMMON AREAS, LIMITED COMMON AREAS AND EASEMENTS ALL AS SET FORTH HEREIN TO HEREAFTER BE KNOWN AS

ADAMS AVENUE COMMERCIAL PLAT

WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCES ON THE DEDICATED STREETS WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE AND OPERATION OF THE STREETS.

THERE ARE NO STREETS OR OTHER PROPERTY REFLECTED ON THIS PLAT TO BE DEDICATED TO THE PUBLIC.

By: _____
Its: WASATCH LLC

Date _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)
County of WEBER)S.S.

On the _____ day of _____ A.D., 20____, _____ personally appeared before me, the undersigned Notary Public, in and for said County of _____ Weber _____ in the State of Utah, who after being duly sworn, acknowledged to me that he/she is the _____ of _____ a Limited Liability Company and that he/she signed the Owner's Dedication and Acknowledgement of Responsibilities freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

A NOTARY PUBLIC COMMISSIONED IN UTAH:

NOTARY: _____

NAME: _____

RESIDING AT: _____

MY COMMISSION EXPIRES: _____

COMMISSION NUMBER: _____

COMMISSIONED IN: _____

ADAMS AVENUE COMMERCIAL PLAT

LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 16
TOWNSHIP 5 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
WASHINGTON TERRACE, WEBER COUNTY, UTAH

WEBER COUNTY RECORDER

ENTRY NO. _____

FEE PAID _____

FILE AND RECORDED _____ DAY

OF _____ 20____

IN BOOK _____ OF OFFICIAL RECORDS,

PAGE _____

FOR _____

CHECKED BY: T.WILLIAMS

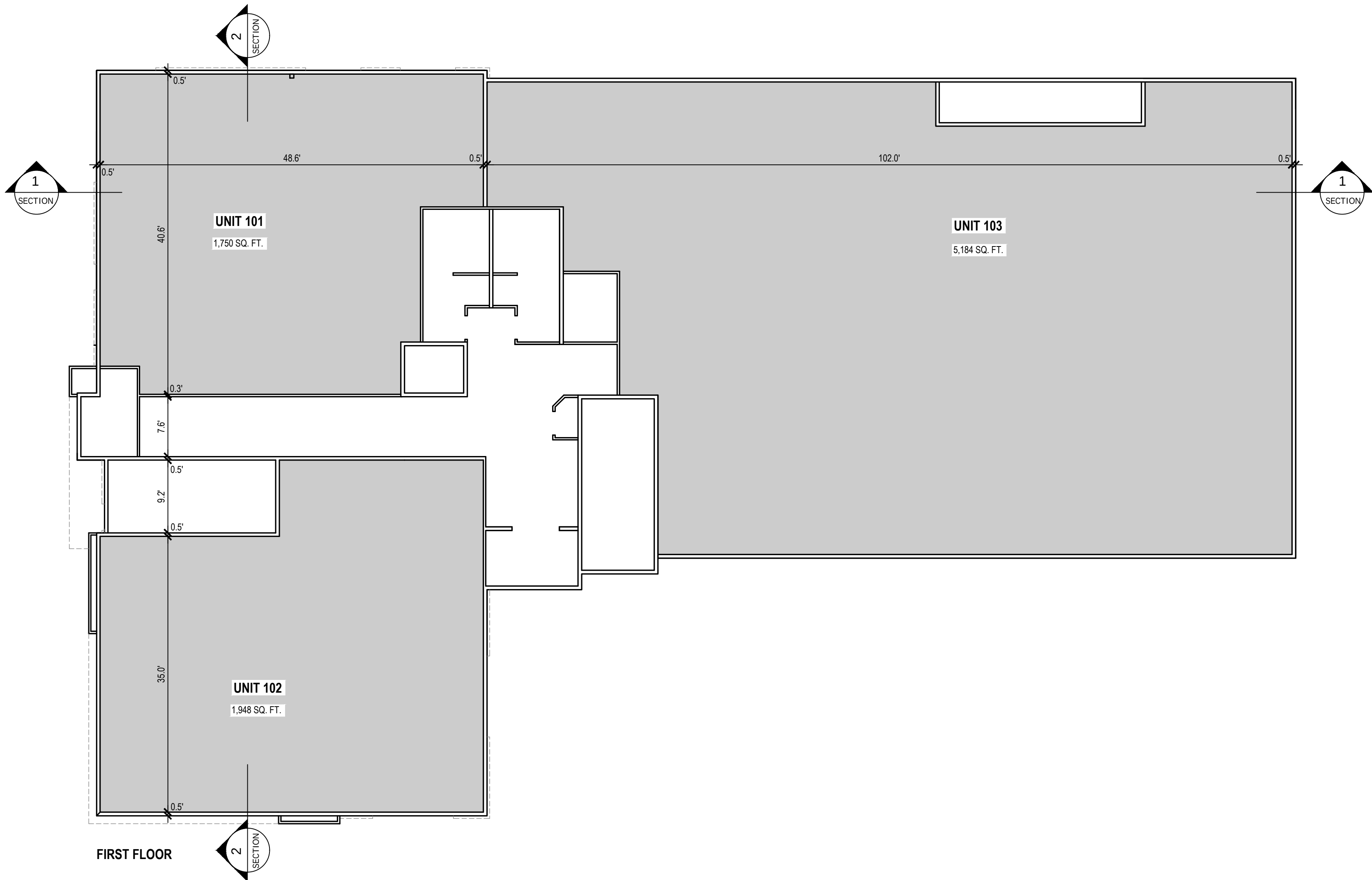
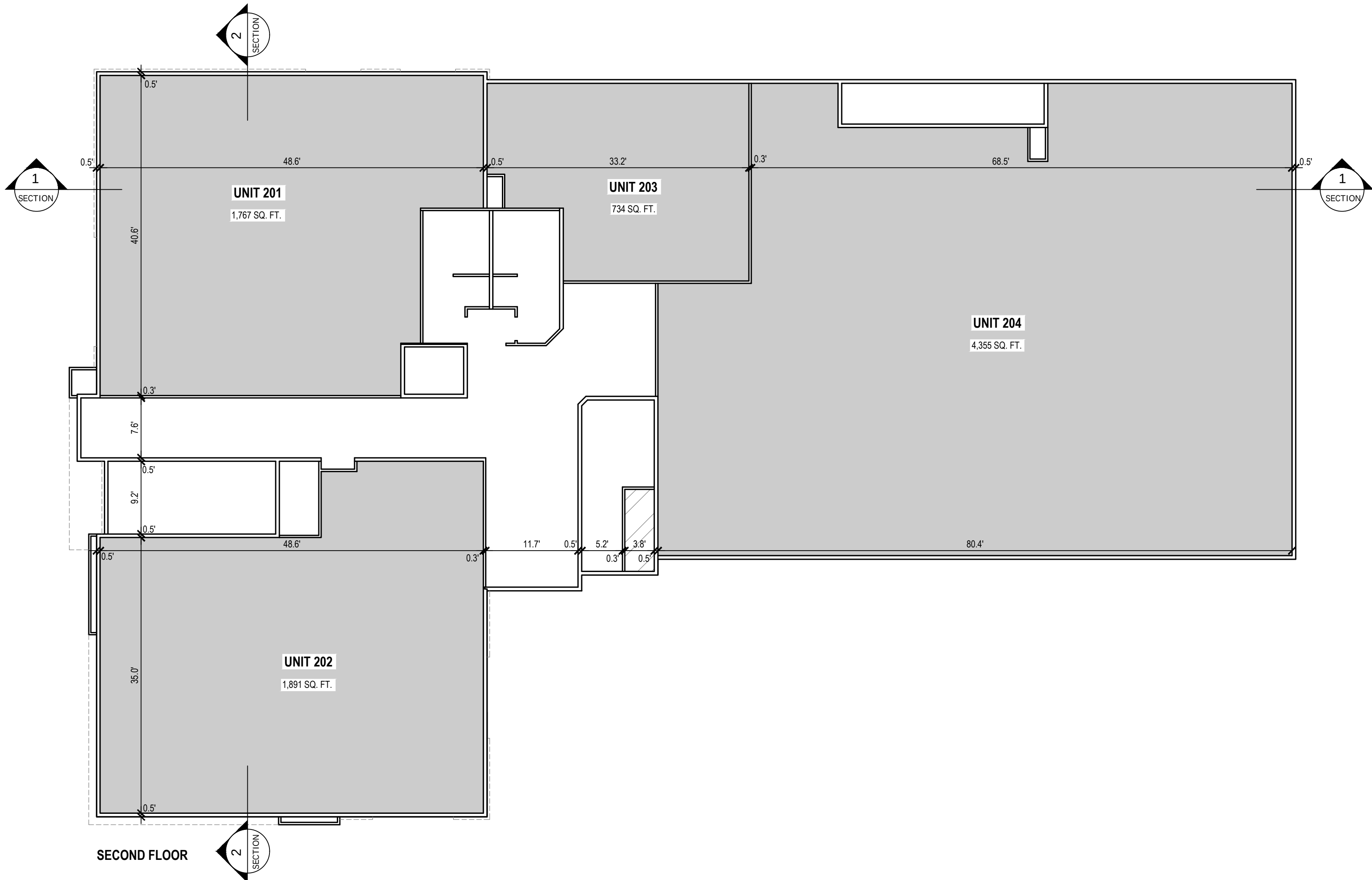
DATE: 3/13/2026

COUNTY RECORDER

DEPUTY: _____

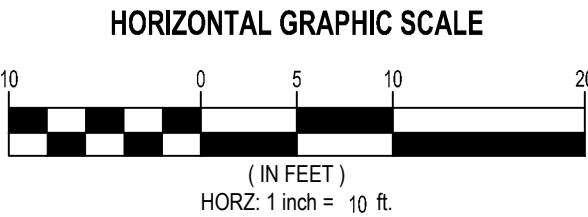
ADAMS AVENUE COMMERCIAL PLAT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 16
TOWNSHIP 5 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
WASHINGTON TERRACE, WEBER COUNTY, UTAH



LEGEND

- PRIVATE OWNERSHIP
- COMMON AREA
- LIMITED COMMON AREA



ADAMS AVENUE COMMERCIAL PLAT

LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 16
TOWNSHIP 5 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
WASHINGTON TERRACE, WEBER COUNTY, UTAH

WEBER COUNTY RECORDER

ENTRY NO. _____
FEE PAID _____
FILE AND RECORDED _____ DAY
OF _____ 20_____
IN BOOK _____ OF OFFICIAL RECORDS,
PAGE _____
FOR _____
COUNTY RECORDER
DEPUTY: _____

SHEET 2 OF 3

PROJECT NUMBER : 12874
MANAGER : T.WILLIAMS
DRAWN BY : J.RINDUSBACHER
CHECKED BY : T.WILLIAMS
DATE : 3/13/2026



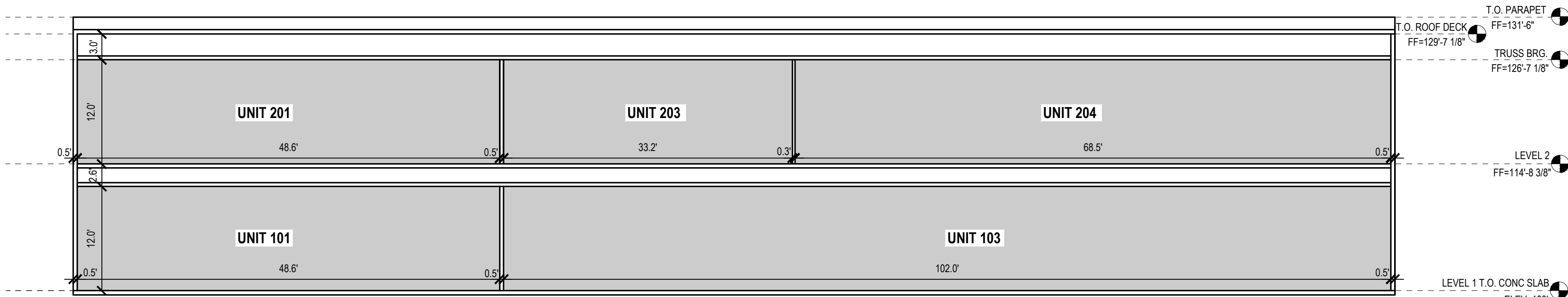
LAYTON
919 North 400 West
Layton, UT 84041
Phone: 801.547.1100
WWW.ENSIGNENG.COM

SANDY
Phone: 801.255.0529
TODDLE
Phone: 435.843.3390
CEDAR CITY
Phone: 435.865.1453
RICHFIELD
Phone: 435.886.2983

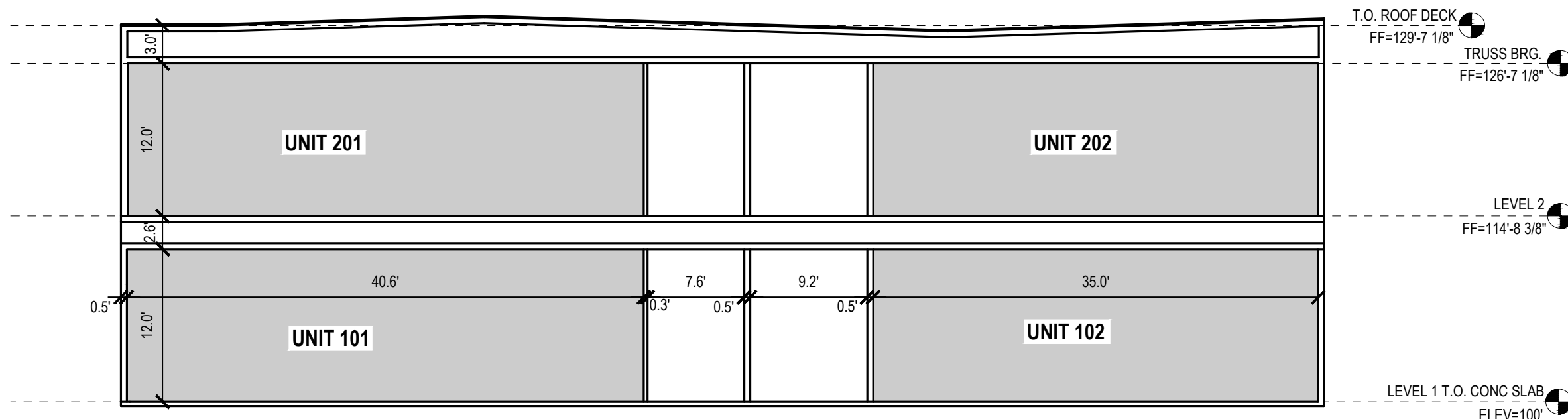
DEVELOPER
JEREMY KRAUSE
334 N MARSHALL WAY STE. E
LAYTON, UT 84041
801-866-4809

ADAMS AVENUE COMMERCIAL PLAT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 16
TOWNSHIP 5 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
WASHINGTON TERRACE, WEBER COUNTY, UTAH



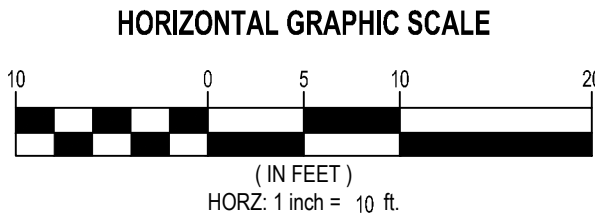
BUILDING SECTION 1



BUILDING SECTION 2

LEGEND

- PRIVATE OWNERSHIP
- COMMON AREA
- LIMITED COMMON AREA



ADAMS AVENUE COMMERCIAL PLAT

LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 16
TOWNSHIP 5 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
WASHINGTON TERRACE, WEBER COUNTY, UTAH

WEBER COUNTY RECORDER

ENTRY NO. _____
FEE PAID _____
FILE AND RECORDED _____ DAY
OF _____ 20_____
IN BOOK _____ OF OFFICIAL RECORDS,
PAGE _____
FOR _____
COUNTY RECORDER
DEPUTY: _____

SHEET 3 OF 3

PROJECT NUMBER : 12874
MANAGER : T.WILLIAMS
DRAWN BY : J.RINDUSBACHER
CHECKED BY : T.WILLIAMS
DATE : 3/13/2026



LAYTON
919 North 400 West
Layton, UT 84041
Phone: 801.547.1100
WWW.ENSIGNENG.COM

SANDY
Phone: 801.255.0529
TOOLE
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DEVELOPER
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