



Pleasant View Planning Commission

Meeting Agenda

Thursday, September 3, 2026

6:00 p.m.

6:00 P.M. 1. **Call to Order.**

- a. Pledge of Allegiance and Opening Prayer, Reading or Expression of Thought.
(*Commissioner Dean Stokes*)
- b. Declaration of Conflicts of Interest.

2. **Presentations**

- a. General Plan Update: Introduction of Wasatch Front Regional Council technical assistance staff and overview of the General Plan Update scope and schedule.

3. **Administrative Items**

- a. Planning Commission Meeting Schedule: Discussion and possible action regarding the meeting schedule/meeting frequency of Planning Commission Meetings

4. **Legislative Items**

- a. Rezone: Consideration of a Rezone for recommendation to the City Council for approximately 2.24 acres of land located at approximately 3880 N Hwy 89 from A-2 (Agricultural) to RE-15 (Residential). Weber County Parcel(s): 19-015-0072 **PUBLIC HEARING** (Presenter: Andrea Steiniger)
- b. Amend Agreement: Consideration and recommendation to the City Council to approve a Second Amendment to the Deer Crest Subdivision Development Agreement. **PUBLIC HEARING** (Presenter: Andrea Steiniger)
- c. Repeal Zoning Ordinance: Consideration and recommendation to the City Council to repeal the RE-5 Zoning Ordinance **PUBLIC HEARING** (Presenter: Andrea Steiniger)
- d. Re-enact Zoning Ordinance: Consideration and recommendation to the City Council to re-enact the Transportation Oriented Development (TOD) Zone and limit it to an existing TOD development. **PUBLIC HEARING** (Presenter: Andrea Steiniger)
- e. New Zoning Ordinance: Consideration and recommendation to the City Council of a new zoning regulation regarding standards for Accessory Dwelling Units in residential zones. **PUBLIC HEARING** (Presenter: Andrea Steiniger)

5. **Adjournment**

*Notice is hereby given that the Planning Commission of Pleasant View City will hold a meeting at the City Office Building, 520 W Elberta Dr. on **Thursday, September 3, 2026, at 6:00 PM.***

Notice posted on August 28, 2026 – Janitza Osuna, Planner Tech

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for this meeting should call the Pleasant View City Offices at 801-782-8529, at least 24 hours prior to the meeting.



REZONE REQUEST

CONSIDERATION OF A RE-ZONE FROM A-2 (AGRICULTURAL) TO RE-15 (RESIDENTIAL) ON PARCELS 19-015-0072 & 19-265-0018 LOCATED AT 3880 NORTH HIGHWAY 89

September 3, 2026

REQUEST SUMMARY

The applicant, Clark Broadbent, is requesting approval of a re-zone on parcels 19-015-0072 and 19-265-0018 located at 3880 North Highway 89 and consisting of ~1.69 acres from the A-2 (Agricultural) zone to the RE-15 (Residential) zone.

The request is for Planning Commission review and recommendation on the proposed rezone.

BACKGROUND/SUMMARY OF REQUEST

Background / Summary of Request

Clark Broadbent, through Hansen & Associates, is requesting a zone change for two parcels located at approximately 3880 N Highway 89. The properties are currently zoned A-2 and are owned by Mr. Broadbent. The applicant is requesting that both parcels be rezoned to RE-15.

Mr. Broadbent currently resides on an adjacent residential lot within the Hidden Spring Subdivision, which is zoned RE-15. The proposed zone change is intended to facilitate a future boundary adjustment that would transfer a portion of the larger A-2 parcel to Mr. Broadbent's existing residential lot, thereby enlarging the lot.

The proposed boundary adjustment would reduce the size of the remaining portion of the larger parcel to less than two acres, which would not comply with the minimum lot area

requirement of the A-2 zone. Rezoning the parcels to RE-15 would address the zoning requirements associated with the proposed boundary adjustment.

The properties currently contain a residential dwelling and accessory buildings. The boundary adjustment has not yet been submitted as a complete application and has therefore not been reviewed by City staff. No other related applications have been submitted at this time. Staff has reviewed the proposed zone change and has no concerns with the request.

ANALYSIS

- ✓ The rezone request is consistent with the General Plan and Future Land Use Map.
- ✓ Provides the property owner an opportunity to expand his current residential lot with a boundary adjustment.
- ✓ The proposed RE-15 zone is compatible with the surrounding zoning

PUBLIC NOTICE

Public notice of the proposed rezone was published in accordance with Utah State Code requirements, including:

- Posting on the Utah Public Notice Website
- Posting on the Pleasant View City website
- Posting at City Hall

STAFF RECOMMENDATION

Staff recommends that the Planning Commission recommend approval of the proposed rezoning of ~1.69 acres from the A-2 zone to the RE-15 zone to the City Council.

STAFF CONTACT

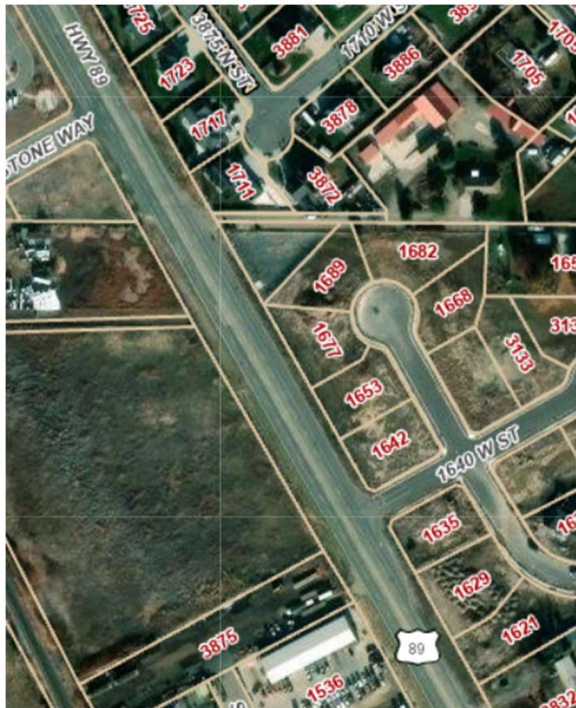
Andrea Z. Steiniger, MBA – City Administrator
asteiniger@pleasantviewut.gov
801.782.8529

ATTACHMENTS

- Attachment A – Property & Vicinity Map
- Attachment B – Current Zoning & Future Land Use Map
- Attachment C – Proposed Boundary Adjustment

ATTACHMENT A

Vicinity Map:



ATTACHMENT B

Current Zoning:

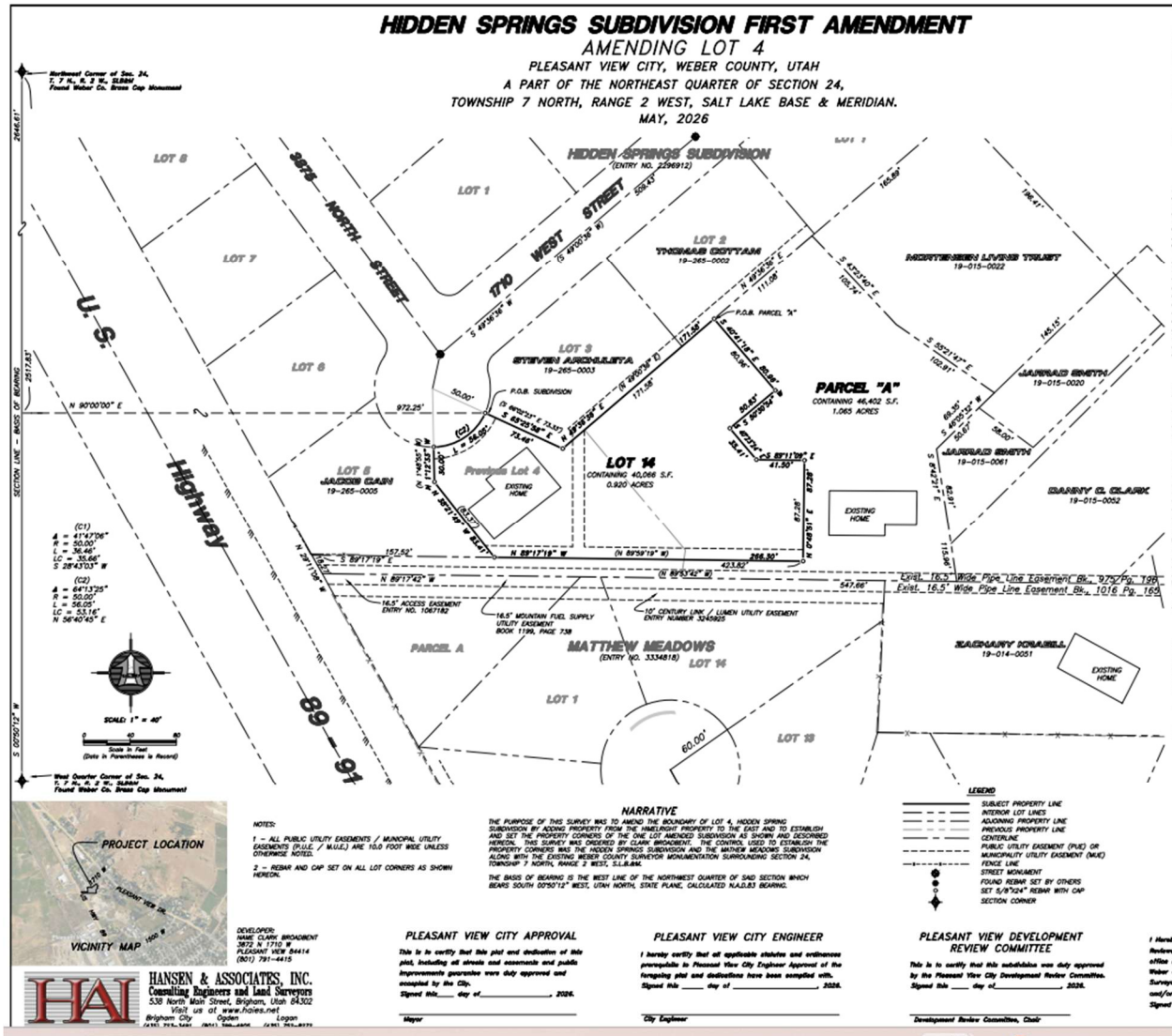


Future Land Use Map:



ATTACHMENT C

Proposed Boundary Adjustment:





DEVELOPMENT AGREEMENT

CONSIDERATION OF AND RECOMMENDATION TO CITY COUNCIL FOR APPROVAL OF A SECOND AMENDMENT TO THE DEER CREST SUBDIVISION DEVELOPMENT AGREEMENT

September 3, 2026

REQUEST SUMMARY

Hansen Development Corporation is seeking a second amendment to the Deer Crest Subdivision Development Agreement. This amendment is proposed to increase the maximum number of lots allowed, provide an exception to the cul-de-sac length, and extend the protection strip agreement that is set to expire.

The request is for Planning Commission review and recommendation on the proposed amendment.

BACKGROUND/SUMMARY OF REQUEST

Hansen Development Corporation entered into a development agreement with Pleasant View City for the Deer Crest Subdivision on September 12, 2006. An amendment to the development agreement was approved on August 9, 2016. The first amendment to the development agreement was to extend the term of both the development agreement and the protection strip agreement that was originally approved on September 13, 2006.

An application for Deer Crest Subdivision Phase 7 has been partially submitted. Phase 7 is the final phase of the Deer Crest Subdivision. Because both agreements are set to expire, the developer, along with staff, has proposed this second amendment.

With the planned extension of Skyline Drive there were adjustments made to the Deer Crest Subdivision. Communication between former staff and the developer indicated that an increased number of lots would be allowed. The original agreement allowed 137 lots

and the second amendment would increase the maximum number of lots to 142. The attached proposed plat of Phase 7 shows numbering of lot up to 144. With amendments to previous phases of the subdivision, the total number of lots proposed is 142.

The Development Review Committee done a cursory review of the proposed plat for Phase 7 and have agreed that an extension to the permitted cul-de-sac length causes no additional concerns.

The Pleasant View City Attorney drafted the second amendment to the development agreement.

PUBLIC NOTICE

Public notice of the proposed General Plan amendment was published in accordance with Utah State Code requirements, including:

- Posting on the Utah Public Notice Website
- Posting on the Pleasant View City website
- Posting at City Hall

STAFF RECOMMENDATION

Staff recommends that the Planning Commission recommends approval of the proposed Second Amendment to the Deer Crest Subdivision Development Agreement to the City Council as drafted by legal counsel and presented by staff.

STAFF CONTACT

Andrea Z. Steiniger, MBA – City Administrator

asteiniger@pleasantviewut.gov

801.782.8529

ATTACHMENTS

- Attachment A – Deer Crest Subdivision Development Agreement
- Attachment B – First Amendment to the Deer Crest Subdivision Development Agreement
- Attachment C - Second Amendment to the Deer Crest Subdivision Development Agreement



"W2226799"

EB 2226799 PG 1 OF 12
DOUG CROFTS, WEBER COUNTY RECORDER
05-DEC-06 5:50 PM FEE \$4.00 DEP SGC
REC FOR: PLEASANT VIEW

DEVELOPMENT AGREEMENT
(DEER CREST SUBDIVISION)

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 12 day of September, 2006 (the "Effective Date"), by and between Pleasant View City, a body politic and municipal corporation organized under the laws of the State of Utah (the "City"), and **HANSEN DEVELOPMENT CORPORATION**, a Utah corporation, ("Developer").

RECITALS:

A. Developer is the owner of approximately 100.88 acres of real property (the "Property") located within the territorial boundaries of Pleasant View City, Weber County, State of Utah and more particularly described in Exhibit "A", attached hereto and incorporated herein.

B. Developer desires and intends to cause the Property to be subdivided and developed into a residential lot subdivision consisting of 137 lots which are to be developed, improved and completed in phases in accordance with the preliminary subdivision plat submitted to the City, Exhibit "B", attached hereto and incorporated herein (the "Subdivision Plat"), which Property and the development and improvement of the same into the residential subdivision, is referred to as the "Project".

C. Developer has designed the Project to meet the planning objectives of the City and to comply with the zoning, subdivision and development ordinances and regulations of the City and for this purpose has sought approval of the City for the Project.

D. Developer intends to construct and install certain roads, utility lines and related improvements that will be dedicated to the City as public improvements that are described in the Subdivision Plat and hereafter, which will provide access, infrastructure, and municipal services to the Property and adjoining properties, which public improvements, including roads, utility lines and installations will benefit certain areas of the City which are outside of the Project boundaries for which Developer should be entitled to receive paybacks from other developers or properties being benefited by such improvements as described hereinafter.

E. The City acting pursuant to its authority under Utah Code Annotated, §10-9a-101, et. seq., and in furtherance of its land use policies, ordinances, and resolutions, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has approved the Project and the development plan, partly in reliance upon Developer's agreements and undertakings to perform and develop the Project in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms as more fully set forth below, Developer and the City hereby agree as follows:

1. **Approval of Development Plan for Project.**

1.1 **Property Affected by This Agreement.** The legal description of the Property contained within the Project boundaries is set forth in Exhibit "A" attached. No additional property may be added to this description for purposes of this Agreement, except with City approval and by written amendment to this Agreement executed by the parties hereto.

1.2 **City Approval of Project Plan, Subdivision Plat, and Project Development.** The entire Property is intended to be developed and improved into a 137 lot Subdivision, which is referred to as the "Project", as shown in Exhibit "B" attached. As part of this Agreement, the City has granted preliminary approval for the overall Project and Developers plan for development and improvement of the residential subdivision in seven (7) separate phases as depicted in Exhibit "B", and has agreed to permit the Developer to develop and complete the Subdivision in phases in accordance with the Project Plan. It is understood that the conditions and requirements upon Developer with respect to completion of the initial phases and improvements and the configuration of the Plats, may not be changed without approval of the City. However, with respect to subsequent phases of the Subdivision in the Project Plan, Developer may make minor modifications and changes as part of the city's approval process, which approval shall not be unnecessarily withheld provided that Developer has complied with the conditions set forth in this Agreement, and with city standards and ordinances in place at the time of phase approvals, that are prerequisite to proceeding with each additional Subdivision phase.

1.2 **Permitted Use.** The use which is allowed for the Project, in accordance with City zoning ordinances, is for residential subdivision lots, and any construction upon such lots will be in compliance with such residential subdivision zoning ordinances that are applicable to the Project, including yard set back requirements and the building code respecting residential home construction. Common areas are also included in the project.

2. **Developer's Obligation for Subdivision Improvements.**

2.1 **Utilities and Infrastructure.** Developer shall be obligated to construct and install the culinary water, irrigation water, sewer and storm drainage pipelines and installations, and streets, sidewalks, curb and gutter and other infrastructure in accordance with the Project Plan, and the final construction plans approved by the City engineer, and the City's subdivision ordinances. Developer will also construct and install all on-site utilities serving the residential lots, including but not limited to gas, water, sewer, storm drain, electrical, telephone, and related equipment in accordance with the Project Plan, the Subdivision Plat, utility provider requirements, and the City ordinances respecting such installations.

2.2 **Improvements to be Added in Phases.** Except for the construction and installation of water, sewer and/or storm drainage pipelines or other similar off-site improvements that Developer is required to install as a prerequisite to undertaking the infrastructure improvements for a particular phase of the Project or that Developer elects to construct and install as a practical matter in anticipation of adding subsequent Project phases, Developer will be obligated to install and complete the Subdivision improvements only for the

particular phase for which a final Subdivision Plat has been filed, and for the connection of such utilities and infrastructure with prior phases for which a Subdivision Plat has been recorded and improvements commenced. It is contemplated that when Developer has added all phases of the Project to the Subdivision, that any remaining utilities and infrastructure will be completed with the completion of the final phase of the Subdivision improvements.

2.3 **Dedicated Public Roads.** The roads depicted in the Project Plan that are to be constructed and completed within the Subdivision shall be dedicated to the City with the recordation of each phase of the Project. Developer agrees to be responsible for any maintenance required during the course of construction and installation of the road improvements and until completion of such improvements for each particular phase, including any snow removal or similar maintenance. Upon completion of the road improvements in accordance with the City's requirements and the final construction plans, the City will accept the responsibility for maintenance of the public roads dedicated to the City within that phase of the Subdivision.

2.4 **4300 North Street.** 4300 North Street which adjoins the north boundary of the Subdivision Project, has not yet been fully improved. The Developer has agreed that the lots abutting 4300 North Street shall not have direct access to such Street as shown in the Subdivision Plat. Further, Developer will also be installing a landscaped buffer strip as part of the dedicated common area along the north boundary of the Subdivision as hereinafter described. Developer agrees to perform any required grading or other maintenance, including routine snow removal of 4300 North Street between 900 West to 1100 West, if not performed by other parties benefited from the use and access of 4300 North Street, and until the City has accepted responsibility for the improvement and maintenance of 4300 North Street. The Developer's obligation shall also pass to and be a requirement of the Homeowners Association for the Subdivision in accordance with the documents that have been prepared and will be filed by the Developer creating such Association. In the event that the Developer fails to perform any needed maintenance or snow removal and the City undertakes to perform such maintenance or snow plowing, then, the City shall be entitled to bill the Developer, who shall immediately remit payment therefore. In like manner, the Homeowners Association documents shall permit the City to perform such required maintenance and snow removal, if the Association fails to perform the same, and to bill the Association and compel payment of the cost thereof from the Association.

3. **Developer's Obligation for Improvement and Dedication of Common Areas.**

3.1 **Designation of Project Common Areas.** The Project Plan includes the designation of certain common areas, as depicted in Exhibit "B", that are intended to be included in the Project and preserved without buildings being located thereon for the benefit of the Project, the Subdivision lot owners and along the perimeter boundaries of the Property for the benefit of the public as well. The Common Areas include: (i) a twenty foot (20') wide strip running approximately east and west along the south boundary of 4300 North Street that Developer agrees to improve and landscape with a raised berm, to provide a degree of sound and visual attenuation for the Subdivision lot owners whose property will back upon 4300 North; (ii) the Meadow Common Area that Developer agrees to improve for storm water retention and to landscape, including a pressure irrigation system; (iii) the Trail Corridor Common Area that Developer agrees to improve with landscaping, including a pressure irrigation system; (iv) the

Mountain Common Area that will retain its natural landscaping; and (v) the Entry Common Area that developer agrees to improve with landscaping, including a pressure irrigation system.

3.2 **Improvement and Dedication of Common Areas.** Developer shall dedicate each Common Area and perform the improvements of such Common Area as depicted on the Project Plan at the time the Developer is performing the other Project improvements in the particular phase of the Subdivision which adjoins that Common Area. Developer agrees to dedicate the common Areas on the subdivision plat and to create the **DEER CREST SUBDIVISION HOMEOWNERS ASSOCIATION**, as hereinafter described. Developer agrees to convey the Common Areas free and clear of any liens or encumbrances. Such Common Areas will be preserved and maintained by the Homeowners Association.

4. **Developer to Record Subdivision Covenants and to Create Homeowners Association.**

4.1 **Submission and Approval of Subdivision Covenants and Homeowners Association.** For the benefit of the Project, Developer has caused to be prepared certain documents (collectively the "Association Documents") enumerated as follows: (i) Declaration of Covenants, Conditions and Restrictions of the Deer Crest Subdivision; (ii) Articles of Incorporation of the Deer Crest Subdivision Homeowners Association; and (iii) By-Laws of the Deer Crest Subdivision Homeowners Association. Such Association Documents have been submitted to the City for its review and approval, particularly respecting the provisions of the restrictive covenants affecting the maintenance, use and preservation of the Common Areas in the Project, and providing certain rights of the City to perform maintenance of Common Areas and 4300 North and to bill the Homeowners Association should the Association fail to properly perform its duties with respect to the Common Areas and 4300 North. The Association Documents are incorporated by reference herein.

4.2 **Developer to Record and File Documents.** Developer shall file the Association Documents for record with the Weber County Recorder prior to or at the time of the recordation of the first phase of the Subdivision Plat, and prior to Developer being entitled to convey any lots in the Subdivision. Developer also agrees to file the Articles of Incorporation of the Deer Crest Homeowners Association with the Utah Division of Corporations on or before the date of recording the Association Documents, so that the Homeowners Association will commence existence as a separate legal Utah non-profit corporation.

4.3 **Changes to Association Documents.** Notwithstanding the City's approval of the Association Documents, Developer shall be entitled to make modifications or amendments to such Documents with respect to the aesthetic matters affecting the internal operations of the Subdivision, including the architectural design requirements and standards and other similar requirements. Developer will not be permitted to modify or amend the provisions respecting the dedication, use, maintenance, and operation of the Common Areas and 4300 North by the Homeowners Association or the provisions protecting the City with respect to the maintenance and use of the Common Areas or 4300 North or the preservation of title to such Common Areas as part of the common areas that are appurtenant to the lots.

5. Payback Agreement for Shared Improvements.

5.1 Shared Public Improvements. In connection with the development and improvement of the Subdivision Project, the City has required or permitted Developer to construct and install utility pipelines and facilities, including water and sewer in existing or future public roads, and to install improvements to public roads, such as hard surfacing and curb and gutter, all or a portion of which, will be dedicated now or in the future to the City as public improvements. To the extent such public improvements provide access, infrastructure, or municipal services to the benefit of adjoining properties and surrounding areas of the City which are outside of the Project boundaries, Developer should be entitled to receive paybacks from other developers or property owners being benefited by such public improvements, so that such benefited parties will share proportionately the total costs of the construction, installation and completion of such public improvements by Developer. The City agrees to cooperate with Developer in implementing a plan for sharing the overall costs of the public improvements being provided by Developer. Developer will provide the City with information compiling the total cost and expense incurred for such public improvements by Developer, so that the City and Developer can agree on the proportionate share that future developers and property owners should payback to Developer as a condition to connection to utility lines or connection to public access roads or curb and gutter or to receive the benefit of such other public improvements installed by Developer.

5.2 City Assistance. As a means of assisting Developer in collecting paybacks from other benefited parties, the City has agreed to allow Developer to maintain a one foot (1') protection strip along the eastside of 1100 West Street in connection with Developer's 1100 West Street road improvements and infrastructure. Because the paybacks from developers that will be benefited, may extend a number of years into the future, the City and Developer agree that Developer will be entitled to a reasonable interest rate as part of the payback amount. The City and Developer shall enter into a separate Protection Strip Agreement which shall specify the terms and conditions thereof consistent with this agreement and city regulations.

6. Additional Provisions.

6.1 Conformance with Ordinances. Nothing herein shall relieve developer from the requirements of City ordinances including subdivision, zoning and construction standards.

6.2 Timely Payment of Development Fees. Developer agrees that it shall make timely payment to the City of the development fees for services rendered by the City as the same are incurred for the Project, and for each phase of the Subdivision prior to the recordation of the approved plat for such Subdivision phase, and in connection with the construction, inspection and completion of public improvements and Subdivision improvements.

6.3 Agreement to run with the land. It is intended by the parties that this Agreement shall run with the land described herein and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors in interest and assigns.

6.4 **Assignment.** This Agreement shall not be further assigned or in any way transferred without first obtaining the written consent of the non-assigning party, which consent shall not be unreasonably withheld.

6.5 **Term.** The term of this Agreement as it applies to the Project Plan and completion of all phases of the Subdivision, shall be for a period of ten (10) years following the Effective Date hereof, which will be no sooner than the date that the City approves and signs off on the Phase 1 Subdivision Plat to enable Developer to commence the Project.

6.6 **Default.** An "Event of Default" shall occur under this Agreement if either party fails to perform its obligations when due and the defaulting party has not performed the delinquent obligations within 30 days following delivery of written notice describing such delinquency (the "Notice of Default"). Notwithstanding the foregoing, if the default cannot be reasonably cured within that 30-day period, a party shall not be in default so long as that party commences to cure the default within that 30-day period and diligently continues such cure in good faith until complete.

6.7 **Remedies.** Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to exercise all of the following rights and remedies:

- 6.7.1 All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages.
- 6.7.2 The right to withhold reasonably related approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.
- 6.7.3 The right to draw upon any security posted or provided in connection with the Project.
- 6.7.4 The rights and remedies set forth herein shall be cumulative. The parties acknowledge that their obligations under this Agreement are unique and monetary damages may not be sufficient to compensate for any such defaults.
- 6.7.5 If any action is commenced in law or equity to enforce this Agreement or to recover damages arising out of the breach or in the event a dispute arises hereunder, the prevailing party shall be entitled to recover its reasonable attorneys fees and costs incurred.

6.8 **Hold Harmless.** Developer is responsible for the installation of certain improvements that involve the Ogden-Brigham Canal. City will enter into an agreement with the U. S. Government to facilitate such improvements. Developer agrees to indemnify and hold the City, its officer, agents, employees, and assigns harmless for injury or damage to any persons or property that may result from work performed in regard to the canal area. Developer further

agrees that the City, its officer, agents, employees, and assigns shall not be held liable for any damages to the canal or improvements associated with that facility and to any adjacent properties.

6.9 **Release From Liability.** Developer hereby releases the City, its officer, agents, employees, and assigns from liability from any and all loss or damage of every description or kind whatsoever, which may result from the construction of project facilities upon canal lands.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DEVELOPER:

HANSEN DEVELOPMENT CORP.,
a Utah corporation,

By: _____

Brent H. Hansen, President

PLEASANT VIEW CITY CORP.

By: _____

Mayor

ATTEST:

City Recorder

CITY ACKNOWLEDGMENT

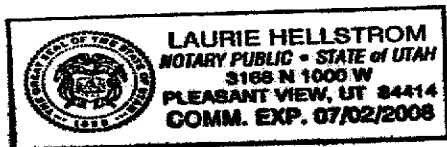
STATE OF UTAH)

: ss.

COUNTY OF WEBER)

On the 22 day of November, 2006, personally appeared before me Tim Wheelwright, who being duly sworn, did say that he is the Mayor of PLEASANT VIEW CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said he acknowledged to me that the City executed the same.

Laurie Hellstrom
Notary Public



DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the 12th day of Sept, 2006, personally appeared before me Brent Hansen, the signer of the above instrument, who duly acknowledged to me that they executed the same.

Nancy V. Selvig
Notary Public

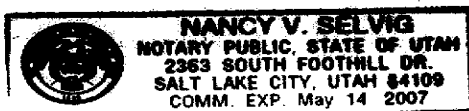


EXHIBIT "A"

16-032-0016

16-260-0001 to 0021

16-261-0001 to 0020

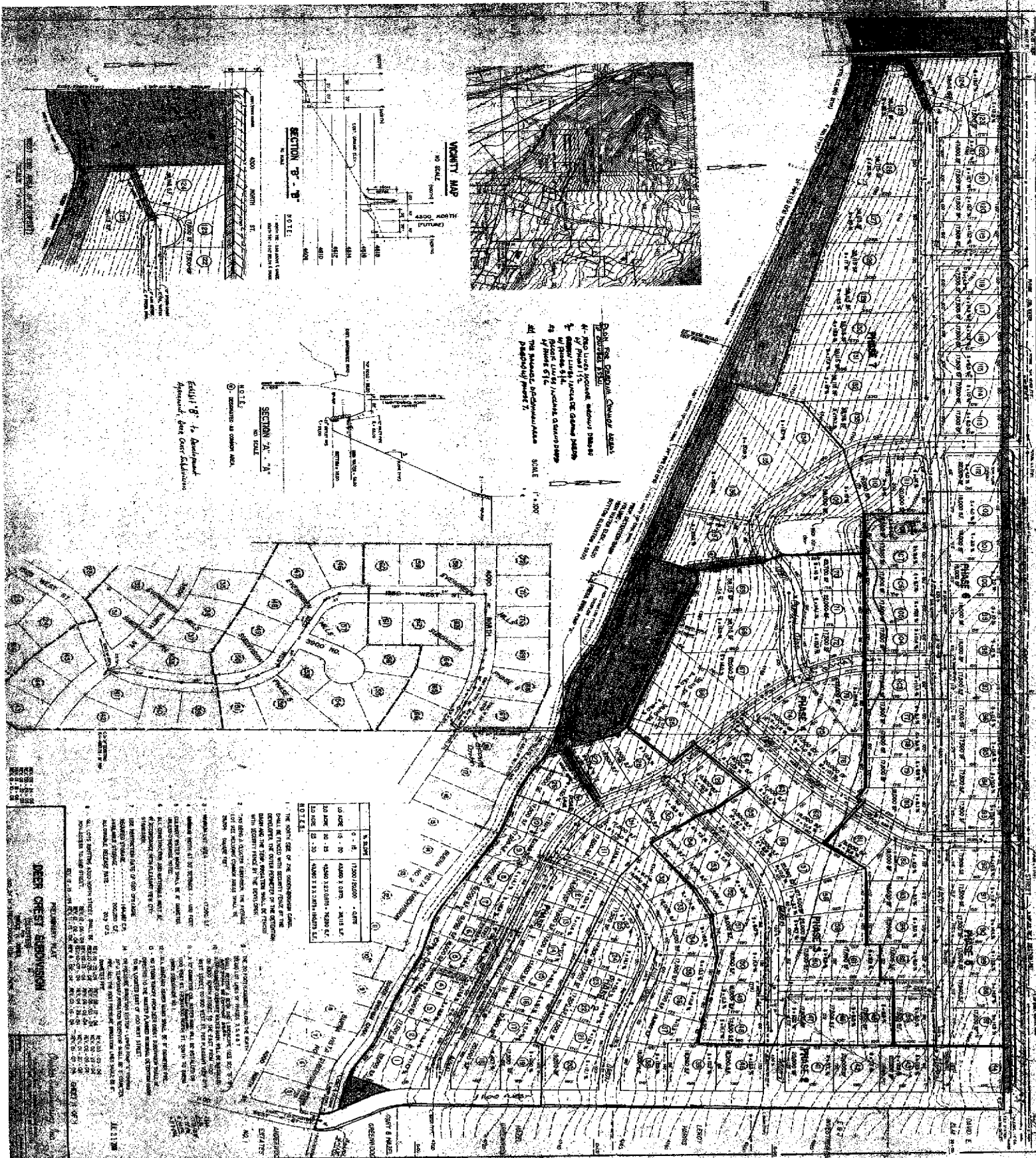
16-262-0001 to 0007

BEGINNING AT A POINT WHICH IS THE NORTHWEST CORNER OF SECTION 19, T.7N., R.1W., S.L.B. & M., RUNNING THENCE N89°55'15"W 2685.65 FEET, THENCE S00°07'18"W 541.49 FEET, THENCE S77°27'30"E 25.36 FEET, THENCE TO THE LEFT ON THE ARC OF A 50.00 FOOT RADIUS CURVE A DISTANCE OF 55.45 FEET (CHORD BEARS N82°41'00"E 54.55 FEET), THENCE N62°49'30"E 172.40 FEET, THENCE TO THE RIGHT ON THE ARC OF A 45.00 FOOT RADIUS CURVE A DISTANCE OF 28.88 FEET (CHORD BEARS N81°12'45"E 28.39 FEET), THENCE S80°24'00"E 97.50 FEET, THENCE TO THE RIGHT ON THE ARC OF A 520.00 FOOT RADIUS CURVE A DISTANCE OF 48.78 FEET (CHORD BEARS S77°42'45"E 48.76 FEET), THENCE S75°01'30"E 118.00 FEET, THENCE TO THE RIGHT OF THE ARC OF A 520.00 FOOT RADIUS CURVE A DISTANCE OF 58.99 FEET (CHORD BEARS S71°46'30"E 58.59 FEET), THENCE S68°31'30"E 387.20 FEET, THENCE TO THE LEFT ON THE ARC OF A 480 FOOT RADIUS CURVE A DISTANCE OF 35.88 FEET (CHORD BEARS S70°40'00"E 35.88 FEET), THENCE S72°48'30"E 124.50 FEET, THENCE TO THE RIGHT ON THE ARC OF A 520.00 FOOT RADIUS CURVE A DISTANCE OF 46.29 FEET (CHORD BEARS S70°15'30"E 46.27 FEET), THENCE S67°42'30"E 226.30 FEET, THENCE TO THE LEFT ON THE ARC OF A 980.00 FOOT RADIUS CURVE A DISTANCE OF 39.91 FEET, (CORD BEARS S68°52'30"E 39.91 FEET), THENCE S70°02'30"E 130.10 FEET, THENCE TO THE RIGHT ON THE ARC OF A 1020.00 FOOT RADIUS CURVE A DISTANCE OF 33.23 FEET (CHORD BEARS S69°06'30"E 33.23 FEET), THENCE S68°10'30"E 147.30 FEET, THENCE TO THE LEFT ON THE ARC OF A 980.00 FOOT RADIUS CURVE A DISTANCE OF 34.49 FEET (CHORD BEARS S69°11'00"E 34.49 FEET), THENCE

S70°11'30"E 474.50 FEET, THENCE S19°48'30"W 5.00 FEET, THENCE TO THE LEFT ON THE ARC OF A 985.00 FOOT RADIUS CURVE A DISTANCE OF 55.44 FEET (CHORD BEARS S71°48'15"E 55.44 FEET), THENCE S73°25'00"E 84.10 FEET, THENCE TO THE LEFT ON THE ARC OF A 315.00 FOOT RADIUS CURVE A DISTANCE OF 104.78 FEET (CHORD BEARS S63°53'15"E 104.30 FEET), THENCE S54°21'30"E 77.20 FEET, THENCE TO THE LEFT ON THE ARC OF A 85.00 FOOT RADIUS CURVE A DISTANCE OF 32.90 FEET (CHORD BEARS S65°26'45"E 32.69 FEET), THENCE S76°32'00"E 199.89 FEET, THENCE TO THE RIGHT ON THE ARC OF A 215.00 FOOT RADIUS CURVE A DISTANCE OF 68.48 FEET (CHORD BEARS S67°24'30"E 68.19 FEET), THENCE S58°17'00"E 124.30 FEET, THENCE TO THE LEFT ON THE ARC OF A 185.00 FOOT RADIUS CURVE A DISTANCE OF 51.55 FEET (CHORD BEARS S66°16'00"E 51.39 FEET), THENCE S74°15'00"E 85.20 FEET, THENCE TO THE RIGHT ON THE ARC OF A 215.00 FOOT RADIUS CURVE A DISTANCE OF 63.29 FEET (CHORD BEARS S65°49'00"E 63.06 FEET), THENCE S57°23'00"E 293.80 FEET, THENCE TO THE LEFT ON THE ARC OF A 185.00 FOOT RADIUS CURVE A DISTANCE OF 65.42 FEET (CHORD BEARS S66°07'15"E 56.21 FEET, THENCE S74°51'30"E 117.60 FEET, THENCE TO THE RIGHT ON THE ARC OF A 215.00 FOOT RADIUS CURVE A DISTANCE OF 40.40 FEET (CHORD BEARS S69°28'30"E 40.34 FEET), THENCE S64°05'30"E 144.50 FEET, THENCE TO THE LEFT ON THE ARC OF A 355.00 FOOT RADIUS CURVE A DISTANCE OF 40.48 FEET (CHORD BEARS S67°21'30"E 40.46 FEET), THENCE S70°37'30"E 105.00 FEET, THENCE TO THE RIGHT ON THE ARC OF A 215.00 FOOT RADIUS CURVE A DISTANCE OF 54.04 FEET (CHORD BEARS S63°25'30"E 53.89 FEET) THENCE S56°13'30"E 5.10 FEET, THENCE N33°46'30"E 15.00 FEET, THENCE S56°13'30"E 80.30 FEET, THENCE TO THE LEFT ON THE ARC OF A 70.00

FOOT RADIUS CURVE A DISTANCE OF 13.77 FEET (CHORD BEARS S61°51'34"E 13.75 FEET), THENCE S22°30'22"W 15.00 FEET, THENCE TO THE LEFT ON THE ARC OF A 85.00 FOOT RADIUS CURVE A DISTANCE OF 15.90 FEET (CHORD BEARS S72°51'04"E 15.87 FEET) THENCE S78°12'30"E 212.01 FEET, THENCE TO THE LEFT ON THE ARC OF A 112.98 FOOT RADIUS CURVE A DISTANCE OF 32.70 FEET (CHORD BEARS N19°28'46"W 32.59 FEET, THENCE N27°46'14"W 122.69 FEET, THENCE TO THE RIGHT ON THE ARC OF A 179.41 FOOT RADIUS CURVE A DISTANCE OF 89.08 FEET (CHORD BEARS N13°32'52"W 88.17 FEET), THENCE N00°40'30"E 1716.70 FEET, THENCE N89°52'36"W 1331.11 FEET TO THE POINT OF BEGINNING.

CONTAINS 101.84 ACRES.





W2821859

EW 2821859 PG 1 OF 5
LEANN H KILTS, WEBER COUNTY RECORDER
20-OCT-16 1002 AM FEE \$4.00 DEP JKC
REC FOR: PLEASANT VIEW CITY

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE DEER CREST SUBDIVISION

THIS FIRST AMENDED DEVELOPMENT AGREEMENT for the Deer Crest Subdivision (“Amended Agreement”) is made and entered into as of this 9th day of August, 2016 (the “Effective Date”), by and between **PLEASANT VIEW CITY**, a body politic and municipal corporation organized under the laws of the State of Utah (the “City”), and **HANSEN DEVELOPMENT CORPORATION**, a Utah corporation (“Developer”). City and Developer are sometimes collectively referred to as the “Parties”.

RECITALS:

- A. The Parties have previously entered into that certain Development Agreement (Deer Crest Subdivision) dated September 12, 2006, recorded as Entry No. 2226799 of the Official Records of the Weber County Recorder (“Original Agreement”).
- B. Developer has completed Phases 1 and 2 of the Deer Crest Subdivision consisting of a total of 44 lots, but issues have arisen between Developer and City with respect to final approval of Phases 1 and 2.
- C. The Parties desire to amend the Original Agreement to extend its term and address other issues.
- D. In addition, as a result of the timing of market absorption caused by the recent recession, Developer wishes to extend the term of the Original Agreement.
- E. The City is currently in the process of acquiring additional culinary water to service new development and, as a part of those efforts will need to update its Impact Fee Facilities Plan and Impact Fee Analysis in order to address the costs of new facilities and public infrastructure which are necessary to mitigate the impact of new development on the City.

AGREEMENT

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

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement by this reference.
2. **Final Acceptance of Deer Crest Phase 1 and Phase 2.** As part of this Amended Agreement, the City hereby grants final acceptance of Deer Crest Phase 1 and Phase 2 and upon approval and execution of this Amended Agreement, the City will issue a letter substantially in the form attached as Exhibit A confirming final acceptance of Deer Crest Phase 1 and Phase 2.

3. **Amendment.**

a. **Phase 3 of the Deer Crest Subdivision.** Section 1.2 and Exhibit B to the Original Agreement are hereby amended by granting preliminary and final plat approval for Phase 3 of the Deer Crest Subdivision in the form of Exhibit B attached to this Amended Agreement and incorporated herein by this reference. As part of this Amended Agreement, an adequacy determination has been made by the City Council that adequate public facilities are available to service Phase 3 of the Deer Crest Subdivision. Subject to compliance with all other applicable requirements, building permits issued for Phase 3 of the Deer Crest Subdivision shall be vested for and subject to payment of the impact fees currently in place as of the Effective Date of this Amended Agreement.

b. **Phase 4 of the Deer Crest Subdivision.** The Developer may apply for preliminary and final plat approval for Phase 4 of the Deer Crest Subdivision in the ordinary course and shall receive preliminary and final plat approval, notwithstanding the availability of culinary water service at the time of application. Final plat approval shall be conditioned upon receipt of a public facilities adequacy determination prior to the issuance of any building permits for Phase 4, but in no event later than July 1, 2017. Development and construction activities may commence upon final plat approval, prior to receipt of a public facilities adequacy determination. In addition to satisfying all of the other applicable requirements for final plat approval for Phase 4, except the public facilities adequacy determination to be obtained prior to the issuance of building permits, the Developer or lot owner/builder shall pay the updated impact fees according to the fee schedule in place at the time of approval, which shall be updated by the City following completion of the Impact Fee Facilities Plan and Impact Fee Analysis being undertaken to evaluate and address the improvements that are necessary to expand the City's water system as referenced in Recital C above.

c. **Protection Strip Agreement.** Section 5.2 of the Original Agreement is hereby amended to extend the term of the Protection Strip Agreement previously entered into by the Parties as of September 13, 2006, and recorded as Document No. 2226762 in the Official Records of the Weber County Recorder for an additional ten (10) years from the Effective Date of this Amended Agreement pursuant to the provisions of Section 4 of the original Protection Strip Agreement. The First Amended Protection Strip Agreement is attached hereto as Exhibit D and incorporated herein by this reference.

d. **Term.** Section 6.5 of the Original Agreement is hereby amended to extend the term of this Amended Agreement for a period of ten (10) years following the Effective Date of this Amended Agreement.

4. **Lot 67 of the Evergreen Hills Subdivision.** There is a dispute between the Parties to this Amended Agreement regarding the status of an unrecorded utility easement on Lot 67 of the Evergreen Hills Subdivision. Neither party waives or concedes their respective positions with respect to that issue, which remains pending and is unaffected by this Amended Agreement.

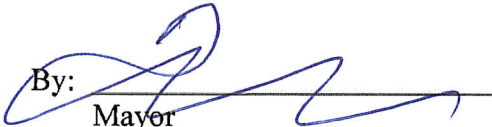
5. **Other Terms and Provisions not Affected.** All other terms and provisions of the Original Agreement which are not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amended Development Agreement as of the Effective Date.

DEVELOPER:

PLEASANT VIEW CITY CORP.

**HANSEN DEVELOPMENT CORP.,
a Utah corporation,**

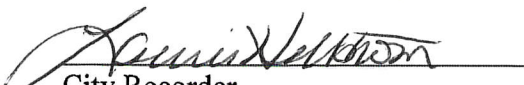
By: 

Mayor

By: 

Brent H. Hansen, President

ATTEST:


City Recorder

~~City Recorder~~

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
)
 :SS.
 COUNTY OF WEBER)

On the 30 day of August, 2016, personally appeared before me Toby Mileski, who being duly sworn, did say that he is the Mayor of **PLEASANT VIEW CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed on behalf of the City by authority of its governing body and said (he/she) acknowledged to me that the City executed the same.



Melinda Greenwood
 Notary Public

DEVELOPER ACKNOWLEDGEMENT

STATE OF UTAH)
)
 :SS.
 COUNTY OF _____)

On the _____ day of _____, 2016, personally appeared before me _____, who being duly sworn, did say that he is the _____ of **HANSEN DEVELOPMENT CORP.**, a Utah corporation, and that the foregoing instrument was signed on behalf of the Developer by authority of its governing body and said (he/she) acknowledged to me that the Developer executed the same.

 Notary Public

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF San Diego }

On June 28, 2016 before me, Kristopher Marvin Stitzell Notary Public,

Date

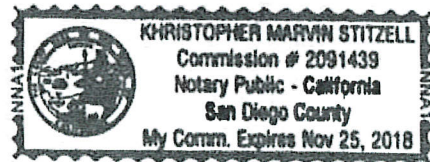
(here insert name and title of the officer)

personally appeared Brent Hansen

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Kristopher Stitzell (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

FIRST AMENDMENT TO PROTECTION STRIP AGREEMENT

THIS FIRST AMENDMENT TO PROTECTION STRIP AGREEMENT is made and entered into as of this 1st day of Sept, 2016 (the "Effective Date"), by and between PLEASANT VIEW CITY, a body politic and municipal corporation organized under the laws of the State of Utah (the "City"), and HANSEN DEVELOPMENT CORPORATION, a Utah corporation ("Developer").

RECITALS:

A. The parties have previously entered into that certain Protection Strip Agreement dated September 13, 2006, recorded as Entry No. 2226762 of the Official Records of the Weber County Recorder.

B. For the reasons set forth and more fully described in that First Amendment to Development Agreement to the Deer Crest Subdivision dated the 9th day of August, 2016, the parties wish to extend the term of the Protection Strip Agreement.

AGREEMENT

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

1. Section 4 of the Protection Strip Agreement is hereby amended to extend the term of the Agreement for ten (10) years from and after the Effective Date of this Agreement. *

2. Other Terms and Provisions not Affected. All other terms and provisions of the original Protection Strip Agreement which are not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Protection Strip Agreement as of the Effective Date.

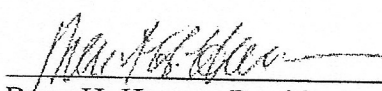
DEVELOPER:

PLEASANT VIEW CITY CORP.

HANSEN DEVELOPMENT CORP.,
a Utah corporation,

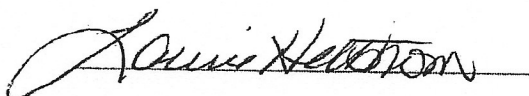
By: 

Mayor

By: 

Brent H. Hansen, President

ATTEST:



* extended to Sept 13, 2026

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF San Diego

On June 28 2016 before me, Christopher Marvin Stitzell Notary Public,

Date

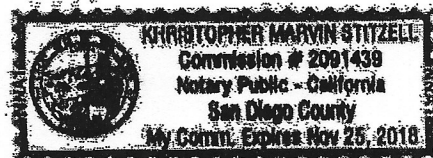
(here insert name and title of the officer)

personally appeared Brent Hansen

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Christopher Stitzell (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: _____

Number of Pages: _____

Document Date: _____ Other: _____

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT
FOR THE DEER CREST SUBDIVISION**

THIS SECOND AMENDED DEVELOPMENT AGREEMENT for the Deer Crest Subdivision (the “Second Amendment”) is made and entered into as of this ____ day of _____, 2026 (the “Effective Date”), by and between **PLEASANT VIEW CITY**, a body politic and municipal corporation organized under the laws of the State of Utah (the “City”), and **HANSEN DEVELOPMENT CORPORATION**, a Utah corporation (the “Developer”). City and Developer are sometimes collectively referred to as the “Parties”.

RECITALS

WHEREAS, The Parties have previously entered into a certain Development Agreement dated September 12, 2006, recorded as Entry No. 2226799 of the Official Records of the Weber County Recorder (the “Agreement”); and

WHEREAS, the Agreement was previously amended on August 9, 2016, recorded as Entry No. 2821859 of the Official Records of the Weber County Recorder (the “First Amendment”); and

WHEREAS, the Parties desire to amend the Agreement to increase the total number of lots in the Deer Crest Subdivision;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Second Amendment by reference.
2. **No Other Modifications.** Except as expressly amended herein, all terms and conditions of the Agreement remain unchanged and in full force and effect.
3. **Amendment.**
 - a. **Maximum Residential Lots.** The Agreement is hereby amended to permit the development of up to one hundred forty-two (142) residential lots within the Project, an increase from the previously authorized maximum of one hundred thirty-seven (137) residential lots. All references in the Agreement to 137 lots, dwelling units, or equivalent development limitations are amended accordingly. Except as expressly modified by this Amendment, all other requirements, conditions, and obligations applicable to the Project remain unchanged and in full force and effect.

- b. **Cul-de-Sac Exception.** Notwithstanding any contrary provision of the Development Agreement or applicable City standards governing maximum cul-de-sac length, the City approves the cul-de-sac shown in Exhibit A, attached hereto and incorporated by reference, with the length, dimensions, and configuration depicted therein. This approval is limited solely to the cul-de-sac shown on Exhibit A and does not waive or modify any other applicable development, engineering, emergency-access, fire-code, or public-safety requirement. In the event of a conflict between Exhibit A and the City's generally applicable maximum cul-de-sac length standard, Exhibit A shall control.
 - c. **Protection Strip Agreement.** Section 5.2 of the Agreement is hereby amended to extend the term of the Protection Strip Agreement previously entered into by the Parties as of September 13, 2006, and recorded as Entry No. 2226762 in the Official Records of the Weber County Recorder for an additional ten (10) years from the Effective Date of this Second Amendment pursuant to the provisions of Section 4 of the original Protection Strip Agreement.
 - d. **Term.** Section 6.5 of the Agreement, and Section 3.d. of the First Amendment, is hereby amended to extend the term of the Agreement for a period of ten (10) years following the Effective Date of this Second Amendment.
- 4. **Ratification.** The Agreement, as amended by this Second Amendment, is hereby ratified and confirmed by the parties.
 - 5. **Incorporation.** This Second Amendment shall be deemed part of, and incorporated into, the Agreement, along with any prior amendments still in effect.
 - 6. **Counterparts.** This Second Amendment may be executed in counterparts, each of which shall be deemed an original.
 - 7. **Other Terms and Provisions not Affected.** All other terms and provisions of the Agreement which are not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the dates set forth below.

[signatures on following page]

PLEASANT VIEW CITY

By: _____
Steve Gibson, Mayor

Date: _____

ATTEST:

Laurie Hellstrom, City Recorder

HANSEN DEVELOPMENT CORP.,
A Utah Corporation

By: _____
Brent H. Hansen, President

Date: _____

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

Residing at: _____

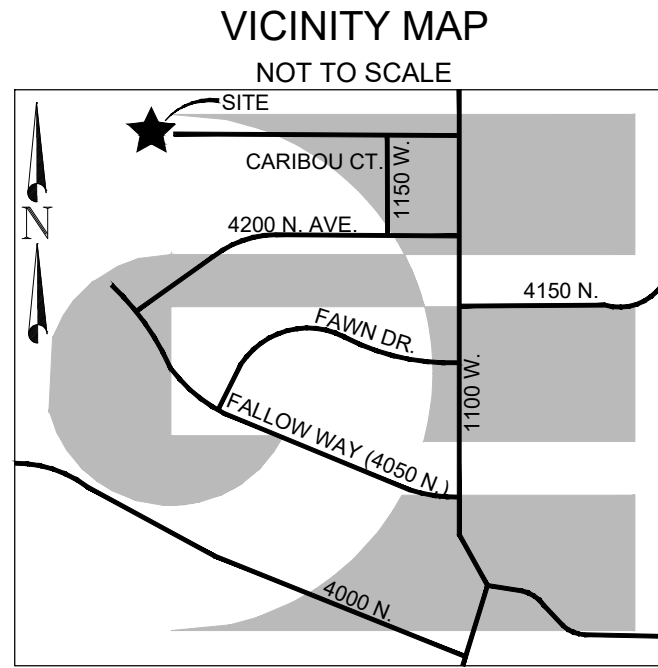
STATE OF UTAH)
)
) ss.
COUNTY OF WEBER)

Residing at:

EXHIBIT A

DRAFT

DEER CREST PHASE 7
LOCATED IN THE NORTHEAST QUARTER OF SECTION 24,
TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN,
WEBER COUNTY, UTAH
JUNE 2026



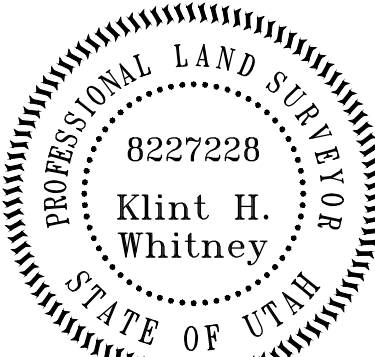
BOUNDARY DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 24; RUNNING THENCE ALONG THE NORTH SECTION LINE OF SAID NORTHEAST QUARTER SECTION SOUTH 89°46'51" EAST 1211.76 FEET TO THE WEST BOUNDARY OF DEER CREST SUBDIVISION PHASE 6A; THENCE ALONG SAID WEST SUBDIVISION LINE THE FOLLOWING SEVEN (7) COURSES: (1) SOUTH 00°16'02" WEST 233.81 FEET; (2) NORTH 89°43'58" WEST 81.86 FEET; (3) SOUTH 00°10'02" WEST 393.93 FEET; (4) SOUTH 74°45'20" EAST 166.21 FEET; (5) ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT 119.10 FEET WITH AN INTERNAL ANGLE OF 113°43'43" AND A CHORD BEARING SOUTH 72°52'06" EAST 100.49 FEET; (6) ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT 21.68 FEET WITH AN INTERNAL ANGLE OF 49°41'12" AND A CHORD BEARING NORTH 85°06'38" EAST 21.01 FEET; (7) SOUTH 70°02'46" EAST 163.12 FEET TO THE WEST BOUNDARY OF DEER CREST PHASE 4, 3RD AMENDMENT; THENCE ALONG SAID WEST BOUNDARY SOUTH 19°57'32" WEST 123.75 FEET TO THE NORTH LINE OF THE OGDEN-BRIGHAM CANAL; THENCE ALONG SAID NORTH CANAL LINE THE FOLLOWING SIXTEEN (16) COURSES: (1) ALONG THE ARC OF A 1018.67 FOOT RADIUS CURVE TO THE LEFT 13.80 FEET WITH AN INTERNAL ANGLE OF 00°46'35" AND A CHORD BEARING NORTH 69°30'40" WEST 13.80 FEET; (2) NORTH 69°53'56" WEST 130.10 FEET; (3) ALONG THE ARC OF A 980.00 FOOT RADIUS CURVE TO THE RIGHT 39.89 FEET WITH AN INTERNAL ANGLE OF 02°19'55" AND A CHORD BEARING NORTH 68°43'59" WEST 39.88 FEET; (4) NORTH 67°38'10" WEST 226.32 FEET; (5) ALONG THE ARC OF A 519.87 FOOT RADIUS CURVE TO THE LEFT 46.28 FEET WITH AN INTERNAL ANGLE OF 05°06'02" AND A CHORD BEARING NORTH 70°11'11" WEST 46.28 FEET; (6) NORTH 72°44'10" WEST 124.50 FEET; (7) ALONG THE ARC OF A 480.00 FOOT RADIUS CURVE TO THE RIGHT 35.90 FEET WITH AN INTERNAL ANGLE OF 04°11'70" AND A CHORD BEARING NORTH 70°35'36" WEST 35.90 FEET; (8) NORTH 68°27'01" WEST 387.20 FEET; (9) ALONG THE ARC OF A 520.00 FOOT RADIUS CURVE TO THE LEFT 58.97 FEET WITH AN INTERNAL ANGLE OF 06°29'50" AND A CHORD BEARING NORTH 71°14'57" WEST 58.94 FEET; (10) NORTH 74°56'52" WEST 118.00 FEET; (11) ALONG THE ARC OF A 520.00 FOOT RADIUS CURVE TO THE LEFT 17.47 FEET WITH AN INTERNAL ANGLE OF 01°55'30" AND A CHORD BEARING NORTH 75°54'37" WEST 17.47 FEET; (12) NORTH 76°52'22" WEST 97.50 FEET; (13) ALONG A 45.00 FOOT RADIUS CURVE TO THE LEFT 28.80 FEET WITH AN INTERNAL ANGLE OF 36°40'09" AND A CHORD BEARING SOUTH 84°47'33" WEST 28.31 FEET; (14) SOUTH 66°27'28" WEST 203.33 FEET; (15) ALONG THE ARC OF A 80.00 FOOT RADIUS CURVE TO THE RIGHT 50.38 FEET WITH AN INTERNAL ANGLE OF 36°04'44" AND A CHORD BEARING SOUTH 84°22'50" WEST 49.55 FEET; (16) NORTH 77°27'48" WEST 28.21 FEET TO THE WEST SECTION LINE OF SAID NORTHEAST QUARTER SECTION; THENCE ALONG SAID WEST SECTION LINE NORTH 00°15'42" EAST 541.67 FEET TO THE POINT OF BEGINNING. CONTAINING 710,944 SQUARE FEET OR 16.321 ACRES.

SURVEYOR'S CERTIFICATE

I, KLINT H. WHITNEY, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 8227228 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY AS SHOWN AND DESCRIBED ON THIS PLAT, AND HAVE SUBDIVIDED SAID PROPERTY INTO LOTS AND STREETS; TOGETHER WITH EASEMENTS, HEREAFER TO BE KNOWN AS DEER CREST PHASE 7 IN ACCORDANCE WITH SECTION 17-73-504 AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN HEREON ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS SURVEY; THAT ALL LOTS MEET THE REQUIREMENTS OF THE LAND USE CODE; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

SIGNED THIS _____ DAY OF _____, 2026.



KLINT H. WHITNEY, PLS NO. 8227228

OWNER'S DEDICATION

I THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS, PARCELS AND STREETS AS SHOWN ON THIS PLAT AND NAME SAID TRACT:

DEER CREST PHASE 7

AND HEREBY DEDICATE, GRANT AND CONVEY TO PLEASANT VIEW CITY, UTAH ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO GRANT AND DEDICATE A PERPETUAL EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED ON THE PLAT AS PUBLIC UTILITY EASEMENT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES, STORM DRAINAGE FACILITIES OR FOR THE PERPETUAL PRESERVATION OF WATER DRAINAGE CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY PLEASANT VIEW CITY, UTAH, WITH NO BUILDINGS OR STRUCTURES BEING ERRECTED WITHIN SUCH EASEMENTS AND ALSO DEDICATE TO PLEASANT VIEW CITY THOSE CERTAIN EASEMENTS STRIPS AND COMMON AREA PARCELS FOR PUBLIC UTILITY ACCESS AND GRADING AND DRAINAGE PURPOSES AS SHOWN HEREON THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITY SERVICE LINES AND GRADING AND DRAINAGE AS MAY BE AUTHORIZED BY PLEASANT VIEW CITY, AND DO HEREBY DEDICATE, GRANT AND CONVEY TO THE HOME OWNERS ASSOCIATION THOSE PARTS OR PORTIONS OF SAID TRACT DESIGNATED AS COMMON AREA AS SHOWN HEREON.

SIGNED THIS ____ DAY OF _____, 2026.

BY: GREG HANSEN, VICE PRESIDENT -
INVESTOR'S ASSOCIATES, LLC

ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF WEBER)

On this _____ day of _____, 2026, personally appeared before me GREG HANSEN, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the VICE PRESIDENT OF INVESTOR'S ASSOCIATES, LLC, and that said document was signed by him in behalf of said "Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said GREG HANSEN acknowledged to me that said "Corporation executed the same.

STAMP

NOTARY PUBLIC

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO CREATE A SUBDIVISION ON THE PROPERTY AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY CARSON JONES. THE CONTROL USED TO ESTABLISH THE BOUNDARY WAS THE EXISTING WEBER COUNTY SURVEY MONUMENTATION, CENTERLINE MONUMENTATION, AND FOUND PROPERTY CORNERS AS SHOWN AND NOTED HEREON. THE BASIS OF BEARING IS THE NORTH LINE OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN WHICH BEARS SOUTH 89°46'51" EAST WEBER COUNTY, UTAH NORTH, NAD 83 STATE PLANE GRID BEARING. DEDICATED PLATS OF PREVIOUS PHASES OF THE DEER CREST DEVELOPMENT, VESTING DEED RECORDED AS ENTRY # 2239375 AND DEEDS OF ADJOINING PROPERTY OWNERS WERE USED TO DETERMINE THE BOUNDARY.

DEVELOPER:
HANSEN DEVELOPMENT CORPORATION
2255 E SUNNYSIDE AVE #58331
SALT LAKE CITY, UT 84108
801-971-6008

S1
1

COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
FILED FOR AND RECORDED _____
AT _____ IN BOOK _____ OF OFFICIAL _____
RECORDS, PAGE _____ RECORDED _____
FOR _____
COUNTY RECORDER _____
BY: _____



**GARDNER
ENGINEERING**

CIVIL • LAND PLANNING
MUNICIPAL • LAND SURVEYING
1580 W 2100S, WEST HAVEN, UT 84401
P 801.476.0202 F 801.476.0066

WEBER COUNTY SURVEYOR

I HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT AND ALL CONDITIONS FOR APPROVAL BY THIS OFFICE HAVE BEEN SATISFIED. THE APPROVAL OF THIS PLAT BY THE WEBER COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTED THIS PLAT FROM THE RESPONSIBILITIES AND / OR LIABILITIES ASSOCIATED THEREWITH.

SIGNED THIS _____ DAY OF _____, 2026.

WEBER COUNTY SURVEYOR

RECORD OF SURVEY # _____

PLEASANT VIEW PLANNING COMMISSION APPROVAL

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS DULY APPROVED BY THE PLEASANT VIEW CITY PLANNING COMMISSION.

SIGNED THIS _____ DAY OF _____, 2026

PLANNING COMMISSION CHAIR

PLEASANT VIEW CITY APPROVAL

THIS IS TO CERTIFY THAT THIS PLAT AND THE DEDICATION OF THIS PLAT, INCLUDING ALL STREETS, EASEMENTS AND PUBLIC IMPROVEMENTS GUARANTEE WERE DULY APPROVED AND ACCEPTED BY THE CITY.

SIGNED THIS _____ DAY OF _____, 2026.

MAYOR

A TESTED BY CITY RECORDER

PLEASANT VIEW CITY ENGINEER

I HEREBY CERTIFY THAT ALL APPLICABLE STATUTES AND ORDINANCES PREREQUISITE TO PLEASANT VIEW CITY ENGINEER APPROVAL OF THE FOREGOING PLAT AND DEDICATIONS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 2026.

CITY ENGINEER

NOTES

- SUBJECT PROPERTY FALLS WITHIN FEMA FLOOD ZONE "OTHER AREAS" - AS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. PER FEMA MAP NO. 49057C0200E WITH AN EFFECTIVE DATE OF DECEMBER 16, 2005.
- ZONE RE-20 YARD SETBACKS: 30' FRONT // 30' REAR // 10' SIDE WITH 24' COMBINED SIDE YARD
- BEARINGS SHOWN HEREON ARE UTAH NORTH NAD 83 STATE PLANE GRID BEARINGS (A CLOCKWISE ROTATION OF 0°08'38" TO MATCH RECORD BEARING OF PREVIOUS PHASES OF THE DEER CREST DEVELOPMENT).
- ANY HOME OVER 6,200 SQUARE FEET WILL BE REQUIRED TO HAVE A RESIDENTIAL FIRE SPRINKLER SYSTEM. HOMEOWNERS ARE REFERRED TO THE GEOTECHNICAL STUDY "GEOTECHNICAL ENGINEERING STUDY - APPENDUM 1 DEER CREST SUBDIVISION, PLEASANT VIEW, UTAH" BY CMT ENGINEERING LABORATORIES DATED MARCH 10, 2022, CMT PROJECT NO. 14578. HOUSE CONSTRUCTION SHALL CONFORM TO REPORT PARAMETERS. HOMEOWNERS ARE ENCOURAGED TO SEEK GEOTECHNICAL ON-SITE EVALUATION AS DEEMED DESIRABLE PER REPORT.
- LOTS IN THIS SUBDIVISION IS A PART OF THE DEER CREST SUBDIVISION HOME OWNERS ASSOCIATION. THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ARE RECORDED AS ENTRY # 2226763 OF THE WEBER COUNTY RECORDER.
- NO DRIVEWAYS OR ABOVE GROUND UTILITIES ARE PERMITTED WITHIN SNOW STORAGE AREA.

LEGEND

- WEBER COUNTY MONUMENT AS NOTED
- SET 24" REBAR AND CAP
- MARKED GARDNER ENGINEERING
- CENTERLINE MONUMENT
- SUBDIVISION BOUNDARY
- LOT LINE
- ADJACENT PARCEL
- SECTION LINE
- EASEMENT
- EXISTING FENCE LINE

Scale in Feet
1" = 70'

ERIC & BETH MAUGHN ETAL
190120002

STAKER & PARSON CO.
190010009

WESTSIDE INVESTMENTS LC
190150048

M & S HOLDINGS LLC
190150059

R1215 - JONES BLACKBURN ASSOCI1701 - DEER CREST PHASE 7 SURVEYOR DEER CREST PHASE 7 PLAT DWG

Staff Memo



To: Pleasant View City Planning Commission

From: Andrea Steiniger, City Administrator

Date: August 28, 2026

Re: Repeal Zoning Ordinance RE-5

The RE-5 zone was adopted in early 2025 after a developer approached the city about doing a townhome project on North Highway 89. The developer applied for and was granted a rezone of their property to the RE-5 zone.

Another developer was under contract to purchase this property and submitted an application for the RE-5 zone but wanted to proceed with a “cottage home” development rather than a townhome development.

When staff was reviewing the application, it was noted that while the RE-5 zone allows for single-family dwellings, it defined no standards for such a development. No setbacks for single-family homes, no minimum lot size, and no standards specific to single-family dwellings. As staff tried to work through these issues, the developer did not believe the standards being proposed would fit what his intended development concept was. The developer ended up withdrawing their application and the purchase of the property did not reach completion.

Since then, the original property owner requested, and was granted, a zone change back to the MCM zone.

No properties in Pleasant View City are currently zoned RE-5, therefore staff would ask the Planning Commission to consider repealing this ordinance that needs to be reworked to include standards for single-family homes. This prevents an application being submitted for a rezone getting processed that will not be workable for any development if it proposes to include single-family dwellings.

Attachment: RE-5 Zone

Chapter 18.11 – RE-5 Zone

18.11.010 Purpose and Intent. The purpose of the RE-5 zone classification is to provide regulated areas for multifamily residential use under qualifying high density as identified in the General Plan. A further stated goal is to accomplish the Pleasant View City goal of providing affordable housing for the next generation of homeowners. This is accomplished by providing good quality structures, floorplans, and amenities to provide attractive affordable units which meet the standards for Pleasant View City in addition to the goals outlined in the city's Moderate Income Housing Plan. (Ord.2025-12, dated 4/8/25)

18.11.020 Permitted Uses. A permitted use is a use by right in the zone and shall be allowed as long as it meets city standards as specified in the zoning ordinance. A site plan review is required with the planning commission but public notification is not required.

- A. Multi-family townhome, duplex, or attached dwelling unit, each with a unique parcel identification number.
- B. Detached single family dwellings
- C. Community clubhouses
- D. Household pets
- E. Public buildings
- F. Public parks
- G. Private parks
- H. Signs in compliance with the city's sign ordinances. (Ord.2025-12, dated 4/8/25)

18.11.30 Site Development Standards.

- A. Lot Size. Townhome parcels shall be 1,000 square foot minimum in size.
- B. Lot Width. Minimum lot width shall be 20 feet at the building setback.
- C. Setbacks.
 - 1. Front setbacks can be 15 feet from street right-of-way, but the average setback for the entire project is required to be least 20 feet.
 - 2. Side yard Setbacks for single family residential uses shall be 20 feet and 15 feet from public streets, commercial zones, and industrial zones. For common-wall townhomes or attached units, a zero side yard setback is applicable.
 - 3. Rear yard setbacks shall be 20 feet from property lines and public streets.
 - 4. Garage setbacks shall be 20 feet from public streets. For garages off private streets a zero-lot line setback is permitted.
 - 5. Setbacks between buildings shall be an average of 10 feet or greater to accommodate efficient use of land, while still providing for adequate separation.
 - 6. Townhomes shall be a minimum of 30 feet from any structure on an adjoining parcel.
 - 7. Structures shall be set back at least 20 feet from highway and active railroad rights-of-way.
 - 8. A noise buffer, such as a landscaped berm, noise wall, or dense tree coverage, shall be required for any development adjacent to a highway or railroad corridor.
 - 9. Accessory Building Setbacks.
 - a. Accessory buildings shall be located at least three feet (3') from the rear line of the main building and at least one foot (1') from all property lines; and shall be at least ten feet (10') from dwellings on adjacent lots. Accessory buildings shall not

be built over utility easements. Accessory buildings or structures shall not cover more than thirty percent (30%) of the rear yard.

- b. Lots fronting an Arc Curve (cul-de-sac bulbs and knuckles). The minimum front yard setback shall be twenty-five feet (25'). The minimum side and rear yard setback shall be one foot (1') from the eave drip. A minimum distance from the main building shall be six feet (6').
10. In accordance with Utah Code Annotated § 15A-3-205, sanitary sewer is required to be connected into the public sanitary sewer system. (Ord.2025-12, dated 4/8/25)

18.11.040 Density.

- A. Density in the zone shall be 8 units to the acre with a minimum project size of 3 acres. (Ord.2025-12, dated 4/8/25)

18.11.050 Project Standards. These minimum standards shall be imposed to guarantee the project meets the minimum standards for a high-quality development in Pleasant View City.

- A. Parking. Parking shall be 3.25 stalls per unit. Garages and driveways can be utilized to meet up to 3.25 stalls per unit.
- B. Building Height. Building heights shall be limited to thirty-five (35) feet.
- C. Roof materials. Roofing materials shall be constructed of architectural shingles, tile, or metal panels, provided all materials shall have a warranty of a minimum of 30 years.
- D. Roof Pitch. Traditional gabled roofs shall have a minimum pitch of 5:12 with single sloped roofs allowed to be 3:12 to meet the architectural style of the townhomes.
- E. Landscaping. There is a minimum of 15% landscaping.
 - a. Total project landscaping/common space, plazas and sidewalks shall be a minimum of 800 square feet per unit in the project. Sidewalks addressed in the road right-of-way shall meet city standards.
 - b. At least one gathering area, park, plaza, or other amenity with a size of at least 4,000 square feet is required for projects with more than 50 units.
- F. Travel Way Width Requirements
 - a. Internal private streets serving multi-family developments shall have a minimum width of 26 feet for two-way traffic and emergency vehicle access.
 - b. Alleys and private drive aisles providing access to rear-loaded garages shall have a minimum width of 20 feet.
 - c. Public streets within the development shall comply with city roadway design standards.
- G. Utility Corridor Width Requirements
 - a. Utility easements for public infrastructure (water, sewer, storm drainage) shall have a minimum width of 15 feet.
 - b. Combined utility corridors (multiple services in a shared easement) shall have a minimum width of 25 feet.
 - c. No permanent structures shall be placed within designated utility easements.
- H. Sidewalks. Sidewalks and pedestrian access points shall be installed to connect visitor parking areas to fronts of buildings. Sidewalks shall also continue across public and private roadways to ensure the flow of pedestrian traffic on sidewalks rather than roadways.
 - a. All developments shall provide continuous sidewalk and pedestrian access to public streets, parks, and common areas.

- b. Crosswalks and pedestrian pathways must be designed to minimize conflicts with vehicular traffic and comply with ADA accessibility standards.
 - c. Developments with more than 50 units must provide a minimum 6-foot-wide multi-use path connecting residential units to public amenities.
- I. Fencing. If not already installed, solid fencing shall be installed at least six feet in height to provide a physical barrier between commercial and industrial properties, canals, no-access roads, and railways. Fencing is not required between individual home units and roadways. (Ord.2025-12, dated 4/8/25)

Staff Memo



To: Pleasant View City Planning Commission

From: Andrea Steiniger, City Administrator

Date: August 28, 2026

Re: Re-enacting Zoning Ordinance – TOD Zone

The area commonly known as "The Station" was established under the City's Transit-Oriented Development (TOD) zoning designation. Since that development was established, the TOD zone has been repealed from the City Code. As a result, the property remains identified as TOD on the City's zoning map, but there are currently no corresponding zoning regulations governing the district.

Staff recommends reinstating the TOD zoning district in the City Code to provide clear and applicable development standards for "The Station".

Because the TOD district was originally established specifically for this development, staff further recommends amending the zoning provisions to clarify that the TOD zone may only be applied to the area currently designated as TOD on the City's zoning map. This would preserve the zoning framework applicable to "The Station" without creating a zoning district that could subsequently be applied to other properties throughout the City.

Staff recommends that the Planning Commission recommend approval of the proposed amendments to reinstate the TOD zoning district and limit its application to the area currently designated as TOD on the City's zoning map.

Attachment: TOD Zone with proposed boundary restriction

Chapter 18.39 - Transportation Oriented Development (TOD) Zone

18.39.010 Purpose and Intent.

- A. The purpose of the Transportation Oriented Development ("TOD") Zone are to:
1. Provide standards for development of areas in close proximity to Pleasant View's major transportation hubs, including highways, commuter rail and related facilities that will encourage the creation of an architecturally unique, vibrant commercial and mixed use district reflective of the city's character;
 2. Provide for development of compatible mixed uses in close proximity to one another to provide a blend of retail, service, office, dining and residential uses; to facilitate safe, attractive, and convenient pedestrian circulation and minimize conflicts between pedestrians and vehicles; to encourage travel by transit, walking, bicycling, car pooling and van pooling; provide a transition from the urban scale of the TOD District to adjacent areas;
 3. Provide open spaces and integrated landscaping to encourage and promote the creation of a destination center as well as to encourage and promote an integrated traffic and pedestrian friendly development design;
 4. Provide greater design flexibility and efficiency in land use and the siting of buildings, services and infrastructure, including the opportunity to increase building height and/or density and reduce pavement areas where appropriate;
 5. Provide for the adoption of architectural controls and a common set of Master Development Guidelines (collectively called the "MDG") for open space, buildings and structures, and for the adoption of a Common Area Management Plan (CAMP) to provide for the maintenance of common areas and open space within the TOD zone and equitable allocation of costs among the property owners in the zone district.

B. It is intended that this zone will be limited to the area between 2850 North and 3100 North and between Highway 89 and the Union Pacific Rail Line.

18.39.020 Conflicts.

- A. This Chapter provides additional provisions to those set forth in the other Chapters of the City's Zoning Ordinance. In the event of conflict between other provisions of the Zoning Ordinance and this Chapter, the provisions of this Chapter, the MDG and CAMP adopted pursuant to this Chapter shall apply.
- B. For existing uses, the standards of the underlying zone shall apply until any changes are proposed to the property or buildings containing such uses.

18.39.030 Uses. The following uses are allowed in the TOD zone as noted:

A. Permitted Uses:

1. Business Services (Banks, financial institutions, and related uses).
2. Hotel, motel, or bed and breakfast inn .
3. Government office and related services except prohibited uses.
4. Medical/dental offices and clinics.
5. Mixed-use development incorporating any uses listed herein as permitted uses.
6. Neighborhood service establishments - personal services (low impact retail and service uses such as bakery, bookstore, dry cleaning, hair styling, pharmacy, art supply/gallery, craft store, photo-copy center, etc.).
7. Professional and Business offices.
8. Retail and sales, with all merchandise displayed and stored inside a building.
9. Restaurant (traditional sit-down).
10. Hospitals, medical facilities inpatient and/or outpatient.
- 11 . Structures and facilities required for operation of commuter rail and other mass transit facilities, but not including outside storage, train yards, warehousing, storage, switching, or maintenance shops; including parking and related structures.
12. Transportation Hubs and transit/commuter and related facilities subject to the limitation of 11.

B. Conditional Uses:

1. Automotive & recreational vehicle retail sales
2. Churches, synagogues, temples and other places of worship
3. Convenience retail with or without gasoline sales
4. Day care, pre-school
5. Fast food establishments with or without drive-up
6. Fitness, Recreation & Entertainment facilities
7. Mixed-use development incorporating any uses listed herein as conditional uses
8. Multi-Family high density residential, including residential facilities for the elderly and handicapped, condominiums, and generally all classes of affordable or higher end types of housing, whether for rental or sale.
9. Nursing/convalescent facilities
10. Off-site parking
- 11 . Private clubs
12. Quasi-Public Uses

13. Schools and colleges

14. Theaters

C. Prohibited Uses:

1. Government office and related services that include any correctional/detention facilities, half-way houses, drug or alcohol rehabilitation facilities, facilities for the treatment or confinement of the mentally ill, homeless shelters, domestic violence shelters, and other similar facilities including those which may allow or require that clients stay overnight or longer.
2. Any SOB enterprises including any within otherwise allowed uses;
3. Any use which produces any excessive noise, dust, noxious fumes, or other nuisance activity.
4. Any outside storage except for those allowed businesses, such as vehicle sales, that customarily utilize such practices as determined by the city, and except for garbage collection containers within an enclosed area.

18.39.040 Dimensional Standards.

In order to enhance the pedestrian environment in the TOD District, front and side yard building setbacks shall provide adequate pedestrian access while minimizing the distance between adjacent streets and building frontages as follows:

1. Front Yard (measured from property line or private street edge): a minimum of twenty feet.
2. Side Yards (measured from face of building perpendicular to abutting property or street line) are not required except to provide access to parking and deliveries behind a building, as deemed necessary by the Fire Department for emergency access, and as required for buffering adjacent residential uses.
3. Rear Yard: No specified requirements, except to provide access to parking and deliveries behind a building, as deemed necessary by the Fire Department for emergency access, and as required for buffering adjacent residential uses.
4. Corner Side Yard: same as front yard.
5. Lot size: no minimum requirement except as necessary to meet usage and design requirements.
6. Lot width: minimum lot width shall be thirty feet.
7. Building Height: Maximum building height shall vary depending on the distance from the right of way and any adjacent lower density residential development as follows: Any building with greater heights of three stories or 45 feet, up to a maximum of five stories or 75 feet, must be setback an additional 50 feet for each floor or 15 feet in height.

18.39.050 Density.

Density calculations may be averaged over an entire parcel, including any areas otherwise unbuildable, provided that compensating areas of open space, outdoor play areas, and/or community facilities are provided. Allowable development densities shall be as follows:

1. Residential Development. Subject to the open space and other provisions of the MDG, up to 50 dwelling units per acre are allowed.
2. Non-residential Development. The floor area to land ratio (FAR, which is the net constructed floor area of all floors of a structure as a ratio to the overall parcel land area it is constructed on) is limited to a maximum of .5 (50%).

18.39.060 Design Standards

A. Master Development Guidelines and Common Area Management Plan.

1. In order to achieve the purposes of the Transportation Oriented Development (TOD) Zone, a set of architectural controls and a common set of Master Development Guidelines (collectively called the "MDG") for open space, buildings and structures shall be adopted as supplemental regulations applicable to all properties in a specific TOD zone. In addition, controls requiring the maintenance of open space, landscaping and common areas shall be adopted under a master Common Area Management Plan (called the "CAMP") to achieve the purposes of the TOD Zone and the General Plan. The MGD and CAMP will be reviewed, adopted, and amended as necessary by the City Council as supplemental to the regulations of this section. All development within the specific TOD Zone shall conform to the adopted MDG and CAMP provisions. As additional properties are zoned TOD, they shall be bound by the provisions and terms of the adopted MDG and CAMP unless new provisions and terms are adopted for those specific areas.
2. The design standards found herein after shall be implemented throughout the specific TOD Zones in order to create a cohesive appearance that is pedestrian friendly (walkable) and which encourages travel by transit, bicycling, van pooling, and car pooling, which standards shall be more fully defined in the MDG and maintained through the CAMP:

B. General Requirements.

1. Buildings shall incorporate arcades, roofs, alcoves, porticos and awnings that protect pedestrians from the rain and sun.
2. Trash storage areas, mechanical equipment, and similar areas are not permitted to be visible from the street.

3. Buildings that are open to the public and are within 30 feet of the street shall have an entrance for pedestrians from the street to the building interior. This entrance shall be designed to be attractive and functional, be a distinctive and prominent element of the architectural design, and shall be open to the public during all business hours.
4. Buildings shall incorporate exterior lighting and changes in mass, surface or finish giving emphasis to entrances.
5. Buildings shall provide a foundation or base, typically from ground to the bottom of the lower window sills, with changes in volume or material. The top floor of any building rising over two stories shall contain a distinctive finish, consisting of a cornice or other architectural termination.
6. Recessed or projecting balconies, verandas, or other usable space above the ground level is encouraged in a street facing elevation .
7. Hardscape (paving material) shall be utilized to designate "people" areas. Materials could include unit masonry, stamped or scored colored concrete, stone, or combinations of the above.
8. Lighting shall be designed to illuminate pedestrian areas and be consistent throughout the development. Lighting fixtures shall not cast light beyond the development, except for the public right-of-ways.
9. Public sidewalks shall be located along all public streets and ways, and public spaces shall be provided at key locations.
10. Signage in the TOD Zone shall comply with the standards set forth in the signage plan and requirements of the MDG. No off-premise signage is permitted in the TOD Zone, except as provided for in the signage plan of the MDG.
- 11 . All sides of buildings exposed to pedestrian and/or vehicular traffic and adjacent properties shall receive equal design consideration.
12. Parking structures are encouraged and shall be designed to complement access between the various uses.
13. Mechanical units on the roof shall be screened from view if within 20 feet of the front of the building or visible from the highways. Mechanical units or equipment located on the roof of a building shall not project above the provided screening.

C. Pedestrian and Vehicle Circulation.

1. Pedestrian walkways shall form an on-site circulation system that minimizes potential conflict between pedestrians and motor vehicle traffic. Pedestrian walkways shall connect building entrances to each other, connect building entrances and sidewalks on public streets, and connect

building entrances, and existing or planned transit stops unless otherwise set forth by adopted standards.

2. Where practicable, pedestrian walkways shall be raised above the grade of streets, drives, parking lots and other paved areas. Where pedestrian walkways cannot be raised, they shall be constructed of a material differing in texture and color from adjacent pavement but consistent with other raised walkways.

3. Lighting fixtures shall be provided for walkways to maximize lighting intensity of walking surfaces throughout the development.

4. Public seating and bicycle racks shall be provided near entrances to buildings or groups of buildings.

5. Bike-way systems and designs shall be incorporated into the design of the development.

D. Landscaping.

1. Street trees shall be provided on all street frontages.

2. Street trees shall be planted within a landscape strip of at least five feet in width, between the roadway and sidewalk where feasible.

3. A minimum of ten percent of the site shall be landscaped. Decorative hardscape within a public plaza, excluding required sidewalks, may be counted towards up to one-half of the required landscaping. Parking areas shall be shaded by large broadleaf canopied trees appropriately located. Parking shall be adequately screened and buffered from adjacent uses. This requirement does not apply to covered parking stalls or structures.

4. A 30 foot buffer zone with sufficient plantings of trees, shrubs, and other vegetation to provide adequate suppression of sound and light shall be provided between any existing residential zone boundary and a use proposed for development in the TOD Zone. This separation may be adjusted up or down as part of the project approval, depending upon the character and impacts of the uses proposed.

5. A maintenance program for all common areas through a common area management agreement is required to be consistent with the MDG.

E. Parking. Parking shall be provided in accordance with this Title or as established in the MDG. In addition, the following provisions shall apply in the TOD Zone unless established otherwise in the MDG.

1. Parking structures are encouraged. Surface parking areas may be located behind, underneath, or at sides of buildings. Entryways, porticos, drop-off areas, and one individual row of parking on either side of vehicle entryways are permitted in front of buildings. Surface parking may also be located in

front of a building if determined appropriate by the city. Onstreet parking in front of buildings may be allowed on private internal streets.

2. Parking lots with more than 200 spaces shall be divided by landscaped areas, including a walkway, or by buildings.

3. Pedestrian connections shall be made when feasible to any streets adjacent to the development and to any pedestrian facilities that connect with the property. All developments shall provide a pedestrian access plan that shows pedestrian paths on the site that connect with the sidewalk or other adjacent pedestrian ways.

4. Secure bicycle racks shall be provided at transit, shopping and business destination stops to help and encourage the use of bicycles as a way to access those destinations.

Staff Memo



To: Pleasant View City Planning Commission

From: Andrea Steiniger, City Administrator

Date: August 28, 2026

Re: New/Amended Zoning Ordinance – Accessory Dwelling Units 18.66

Background

The Utah Legislature has established requirements for municipalities to allow and regulate Accessory Dwelling Units (ADUs). Internal ADUs are addressed under Utah Code § 10-21-303, which requires internal ADUs to be permitted in areas zoned primarily for residential use, subject to the limitations and regulations authorized by state law.

During the 2026 Legislative Session, the Legislature enacted additional requirements concerning detached accessory dwelling units (DADUs) through Senate Bill 284. Utah Code § 10-21-304 requires specified municipalities, including Pleasant View City, to adopt land use regulations permitting a detached ADU on a lot or parcel of 11,000 square feet or larger that contains a single-family dwelling where the single-family dwelling is a permitted use. The new provisions take effect October 1, 2026.

The proposed ordinance establishes a comprehensive framework for internal, attached, and detached ADUs within Pleasant View City.

Local Regulations

State law establishes the circumstances in which ADUs must be allowed while continuing to provide municipalities with authority to regulate various aspects of ADU development. The proposed ordinance addresses these areas through the following provisions:

- **Eligibility and location:** ADUs are permitted on single-family lots meeting the City's minimum lot-size requirement. The ordinance establishes an 11,000-square-foot minimum lot size.

- **Number of ADUs:** The ordinance allows a maximum of one ADU per single-family lot.
- **Owner occupancy:** The ordinance requires the property owner to occupy either the primary dwelling or the ADU, with specified exceptions for temporary absences.
- **Rental duration:** The ordinance requires an ADU to be rented for a minimum of 90 consecutive days.
- **Parking:** One additional off-street parking space is required for an ADU, with additional parking required when an attached ADU is created through conversion of a garage.
- **Building and safety requirements:** All ADUs must comply with applicable building codes and obtain required permits prior to occupancy.
- **Design and appearance:** The ordinance includes standards intended to maintain the appearance of a single-family residence, including requirements for entrances and the appearance of attached and detached ADUs.
- **Detached ADU size and placement:** The ordinance establishes standards addressing the location, setbacks, height, size, foundation, and relationship of a detached ADU to the primary dwelling.
- **Infrastructure:** The ordinance requires evaluation of infrastructure capacity and allows the City to address situations where infrastructure is insufficient to support an additional dwelling unit.
- **Conversion of existing accessory structures:** The ordinance provides a process for existing accessory structures and existing illegal ADUs to seek approval, subject to compliance with applicable requirements and, where appropriate, building and life-safety review.
- **Fees:** The ordinance provides for application, building, utility connection, and applicable impact fees consistent with the City's adopted fee schedule and state law.

Staff Analysis

The proposed ordinance is intended to bring Pleasant View City's zoning regulations into compliance with state law while establishing reasonable development standards for ADUs. The ordinance provides a clear permitting process and objective standards addressing parking, owner occupancy, rental duration, building safety, design, setbacks, height, infrastructure, and other development considerations.

Staff recommends that the Planning Commission review the proposed ordinance and forward a recommendation to the City Council for consideration and adoption, subject to any revisions necessary to ensure consistency with the requirements and limitations of Utah Code §§ 10-21-303 and 10-21-304.

Attachment: Draft Accessory Dwelling Unit Ordinance 18.66

Chapter 18.66 - Accessory Dwelling Units (ADUs)

18.66.010 Definitions. Accessory Dwelling Unit means a second dwelling unit in an owner-occupied single family property that is clearly incidental and accessory to the main dwelling. ADUs can be internal, detached, or attached.

ADU (Attached). “Attached ADU” means a new ADU is constructed as a physical expansion of the primary dwelling and is attached to the single-family dwelling unit by one or more common wall(s).

ADU (Detached). “Detached ADU” means an ADU located in an accessory building on the property and not attached to or within the primary dwelling unit.

ADU (Internal). “Internal ADU” means an ADU created (a) within a primary dwelling unit; (b) within the footprint of the primary dwelling unit at the time the internal ADU is created; and (c) for the purpose of offering a long-term rental of 90 consecutive days or longer. Internal ADUs must meet the standards in Utah Code § 10-21-303.

18.66.020 Permitted Use An Accessory Dwelling Unit which meets ordinance requirements may be allowed as a permitted use in a zone which allows single-family dwelling units on lots greater than 11,000 square feet.

18.66.030 Permitting Process

A. Accessory Dwelling Units (Internal, Detached and Attached).

1. A notarized application by the property owner shall be filed with the Pleasant View City Recorder who forwards it to the Development Review Committee for consideration. A floor plan and site plan shall be submitted as part of the application. The application shall include a deed restriction to be recorded by the Weber County Recorder after City approval that states the owner shall occupy either the primary dwelling or the Detached Accessory Dwelling Unit. The statement shall also acknowledge that the Accessory Dwelling Unit use is temporary and only effective if the owner complies with all conditions set by Pleasant View City and remains the owner occupying the property. This deed restriction shall read as follows:

“An Accessory Dwelling Unit permit was issued by Pleasant View City to _____, the current owner of the property known on the Weber County Tax Rolls as Serial Number _____, and further described as being located at _____, in Pleasant View, as of the _____ day of _____, _____. This permit does not run with the land, and is automatically invalidated by the sale or other transfer of title to this particular parcel of land. Prospective purchasers or owners are advised that only one unit on this property may be occupied by persons other than the owner of the parcel. The owner of the property shall occupy either the primary dwelling or the Detached Accessory Dwelling Unit. Prospective purchasers may apply to Pleasant View City for an Accessory Dwelling Unit permit. If the ADU already exists and all conditions required by the zoning continue to be met, then a new permit MAY be granted.”

2. Each ADU shall be re-evaluated every three years. If all conditions set by the City continue to be met and the owner submits a notarized statement that they still occupy the primary dwelling, then the City shall extend the ADU permit for another 3 year period.

3. An ADU permit may be revoked at any time for failure to meet any conditions set by the

permit. A notice of violation stating the nature of the complaint shall be sent to the property owner that includes a 30 day time period for compliance. If the violation is not rectified within the stated time period a hearing shall be held with the City Council. At the conclusion of the revocation hearing, the City Council may revoke the permit, modify the conditions of the permit, or continue the hearing to acquire more information or reaffirm the use. Revocation of the permit may require the property owner to fully remove any fixtures or structural modifications or conditions of the home or property that were installed to create the ADU.

4. Violations of this section are subject to the enforcement procedures and remedies otherwise authorized under the Pleasant View City Municipal Code and applicable Utah law, including notices of violation, administrative or civil penalties, suspension or revocation of applicable permits or licenses, injunctive relief, and any other lawful remedy. No lien shall be recorded against real property for a violation of this section except as expressly authorized by applicable state law and after compliance with all required notice, hearing, and other procedural requirements
5. Existing illegal ADUs may apply to the City Recorder for designation as ADU. If an applicant can substantially comply with the requirements of this section, a permit may be issued. In addition to the mentioned standards, this type of application shall also include a Building Code inspection identifying any life/safety hazards that should be corrected as a condition of approval.
6. An applicant may appeal any action by the DRC pertaining to a bonafide ADU or an application for an ADU, to the designated Appeal Authority. An application of appeal shall be filed with the City Recorder. Such appeals shall be accompanied by a letter that states the reasons that the applicant believes the DRC erred, and the reasons why the action(s) of the DRC should be modified.

18.66.040 Standards for Accessory Dwelling Units

A. General Standards for All Accessory Dwelling Units

1. A maximum of one (1) ADU is allowed per single-family lot.
2. ADUs shall meet all building codes and obtain all required permits prior to occupancy of the ADU.
3. The applicant shall have a fee simple title to the property
4. The ADU shall have a independent entrance that faces away from the street and does not disrupt the single-family appearance of the existing structure.
5. The ADU shall be completely independent of the Primary Structure with locked access
6. The ADU shall be a self-contained unit containing cooking, sleeping, and sanitary facilities
7. One (1) additional parking space shall be provided for the ADU. No vehicles shall be parked on the front lawn or other landscaped areas.
8. Owner Occupancy – The city shall only permit an Accessory Dwelling Unit permit when an owner-occupant lives on the property within either the principal or accessory dwelling unit. Owner occupancy shall not be required when:
 - a. The owner has a bona fide, temporary absence of three years or less for activities such as military service, temporary job assignments, or voluntary service (indefinite or unverifiable periods of absence shall not qualify for this exception); or
 - b. The owner is placed in a hospital, nursing home, assisted living facility or other similar facility that provides regular medical care, excluding retirement independent living facilities or communities.
9. The ADU must be rented for periods of 90 consecutive days or more.
10. All ADUs shall be evaluated for adequate infrastructure to ensure capacity and service

capability to the ADU and Primary Dwelling Unit. The City may deny ADU application based on insufficient infrastructure.

11. The Primary Dwelling and an Internal ADU shall have the same address number. A Detached ADU shall have the same address as the Primary Dwelling and be referenced as "Unit B". Addresses must be in a visible location for emergency responders.
12. The City may deny an Accessory Dwelling Unit permit if the City determines that the current infrastructure is insufficient to support the additional unit.
13. Accessory Dwelling Units shall comply with requirements outlined in Table 18.66.040-1

B. Internal ADU Standards

1. Internal ADUs shall have a minimum area of no less than 400 square feet nor a maximum area greater than 50% of the main dwelling.
2. Exterior alterations shall compliment and blend with the home in such a way that the Internal ADU is not apparent from the street.

C. Attached ADU Standards

1. Attached ADUs shall maintain the outward appearance of a single-family residence, so that the appearance is not altered in a manner to appear as a duplex with such features as two front doors and two garages or carports facing the street.
2. The total area of an attached ADU shall not exceed 50% of the square footage of the area of the building footprint of the primary dwelling unit.
3. An ADU created from the conversion of a garage shall provide additional parking equal to the original garage capacity.

D. Detached ADU Standards

1. The ADU shall be placed on a permanent foundation.
2. Shall have a similar appearance as the primary unit.
3. May not be build within a recorded easement
4. Maximum size limit shall not exceed 25% of the rear yard of the primary dwelling unit.
5. Shall not exceed the size of the primary dwelling unit.
6. Mobile homes, recreational vehicles, or shipping containers shall not be considered a detached ADU.
7. A Detached ADU shall not be sold separately or subdivided from the primary dwelling unit or lot unless compliant with subdivision regulations.
8. No basements are allowed in detached ADUs.
9. Fire Regulations:
 - a. The maximum distance from a fire hydrant to the front entrance of the detached ADU shall not be greater than 500 feet as the "hose lies".
 - b. No portion of the detached ADU shall be further than 150 feet away from the public road.

18.66.040 Fees.

A. Application Fee

1. The application fee and renewal fee for an Accessory Dwelling Unit permit will be set annually by the City Council.

B. DADU Fees

1. A detached accessory dwelling unit shall be subject to applicable building permit fees, utility connection charges, and impact fees established by the City's duly adopted fee schedule and impact fee enactments, to the extent authorized by Utah law. Any impact fee shall be assessed in an amount proportionate to the public-facility impacts attributable to the detached accessory dwelling unit and in accordance with the applicable impact fee

facilities plan and impact fee analysis.

Table 18.66.040-1

	Internal ADU	Attached ADU	Detached ADU
Location	Part of Primary Dwelling	Attached to Primary Dwelling	Rear Yard
Minimum Lot Size	11,000 sf	11,000 sf	11,000 sf
Size Limit	50% of Primary Dwelling	50% of Primary Dwelling	May not exceed Primary Dwelling
Maximum Height	Same Max Height Regulations for Single-Family Dwellings	Same Max Height Regulations for Single-Family Dwellings	24' at peak
Minimum Side Setback	Same as Primary Dwelling	Same as Primary Dwelling	10'
Minimum Rear Setback	Same as Primary Dwelling	Same as Primary Dwelling	10'
Off-Street Parking	1	1	1