

# WEBER COUNTY PLANNING DIVISION

## Administrative Review Meeting Agenda

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September 2, 2026  
2:30 pm

1. **Minutes:** August 26, 2026
2. **Administrative Items**
  - 2.1 **UVP080726:** Consideration and action on a request for final subdivision approval of the Prado at Powder Mountain Phase 3 Subdivision, a 17-lot subdivision located in the DRR-1 zone located at the end of Summit Pass Road in Eden.  
**Staff Presenter: Felix Lleverino**
  - 2.2 **LVN090126:** Consideration and action on a request for final approval of the Navy Meadows Phase 1 Subdivision (25 lots).  
**Staff Presenter: Felix Lleverino**

**Adjourn**

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The meeting will be held in Public Works Conference Room, in the Weber Center, 2<sup>nd</sup> Floor Suite 240, 2380 Washington Blvd, Ogden Utah 84401

***\*Public comment may not be heard during administrative items. Please contact***

***The Planning Division Project Manager at 801 -399-8374 before the meeting if you have questions or comments regarding an item\****

*In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Weber County Planning Commission at 801-399-8374*

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**Minutes of August 26, 2026, Administrative Review Hearing, held in the Weber County Planning Division Office, 2380 Washington Blvd., Suite 240, Ogden UT, commencing at 12:30 p.m.**

**Staff Present: Rick Grover, Planning Director; Tammy Aydelotte, Planner III; Marta Borchert, Secretary**

**1. Minutes: August 19, 2026 – Approved as presented**

**2. Administrative Items**

**2.1 DR 2026-04: Request for design review approval for a two-story fire station located at approximately 6874 E 6675 N, Eden, UT, 84310 in the CVR-1 Zone.**

**Staff Presenter: Tammy Aydelotte, Planner**

Tammy Aydelotte presented the request for design review approval of an approximately 7,000-square-foot, two-story fire station proposed near the top of Powder Mountain Road. She explained that Summit was requesting approval for a station that would be staffed 24 hours a day, seven days a week, by four firefighters/emergency medical technicians working 48-hour shifts. Although the proposed site is located in Cache County, Weber County reviews the property pursuant to an interlocal agreement between Cache County and Weber County, as described in the staff report.

Ms. Aydelotte explained that design review considered traffic circulation and access, architectural standards, landscaping, utility easements, signage, building materials, and lighting. The site plan showed an interior loop road within the Timberline parking area. The station would be situated on the west side of the parking lot, with drive-through apparatus bays parallel to the western portion of the ring road, allowing emergency vehicles to pull through without three-point turns. After publication of the staff report, the applicant submitted a plan identifying more than sufficient staff parking. Ms. Aydelotte stated that the earlier parking concern and related condition had therefore been removed, although an outdated sentence remained in the staff report.

The proposal included building identification and addressing signage. Disturbed ground west of the station would be reseeded with a native seed mix; the parking lot surrounds the site on the north, south, and east. Proposed materials included timber, concrete, and a standing-seam metal roof consistent with previously approved commercial and public buildings in the area. Ms. Aydelotte stated that the proposal did not conflict with the recorded development agreement, which contemplated installation of a fire station when deemed necessary. Exterior lighting would be dark-sky compliant.

Ms. Aydelotte reported that the applicant had coordinated closely with the Weber Fire District throughout the project. The Fire District had approved the proposal, and Weber County Engineering had also approved it, subject to any review comments that might need to be addressed later. Staff recommended approval subject to the condition that any expansion require a design review amendment and based on the findings outlined in the staff report.

A project representative stated that construction was anticipated to begin in September and expressed appreciation for the expedited review. In response to a question, the representative explained that the Weber Fire District had been involved from the beginning, had assisted in selecting the general contractor, and had assigned Mark Lund to participate in project meetings.

Planning Director Rick Grover found the proposed fire station to be a beneficial addition to the area and approved DR 2026-04, subject to the conditions and findings outlined in the staff report.

**2.2 DR 2026-07: Request for design review approval for phase 2 of a regional park, consisting of a playground and sport courts. Project is located at approximately 4071 W 1800 S, Ogden, UT, 84401.**

**Staff Presenter: Tammy Aydelotte, Planner**

Tammy Aydelotte presented the request for design review approval for the next phase of the Taylor West Weber regional park. She clarified that, although the Parks District identified the application as Phase 2, it was the third phase approved for the park because an

earlier phase had been divided. Improvements already installed included a parking lot, pavilion, and restrooms. The proposed phase included four pickleball courts, a basketball court, and a playground.

Ms. Aydelotte explained that parks are a permitted use in the A-1 Zone. She also noted that adjacent parcels to the east had been deeded to the Parks District, providing additional land for future phases as funding became available. No structures were proposed in the current phase; therefore, building setbacks were not directly applicable. Any future structures shown in the area would nevertheless exceed applicable setbacks.

The landscaping plan proposed no turf in the current phase but included approximately 34 shade trees and 60 small shrubs around the parking lot, sport courts, and playground. Proposed tree species included maple, honey locust, and cottonless cottonwood. Ms. Aydelotte encouraged water-wise or drought-tolerant landscaping and stated that an irrigation plan would be required to support the proposed landscaping. Turf and irrigation associated with future sports fields would be reviewed during a later phase.

Staff identified no major planning concerns and recommended approval subject to the conditions outlined in the staff report. Ms. Aydelotte stated that written design review approval would not be issued until all review agency requirements had been met, including minor items requested by Weber County Engineering. Any additions to or changes in signage would require Planning Division approval and could require an amended design review. The recommendation was based on the findings outlined in the staff report. A project representative stated that Braden had no additional comments.

Planning Director Rick Grover found no issues with the proposal and approved DR 2026-07, subject to the conditions and findings outlined in the staff report.

**2.3 LVCP7080326: Request for final approval of Creekside at JDC Ranch Phase 7, consisting of 43 residential lots in the R-1 Zone at approximately 2700 W 3025 N, Ogden, UT 84404.**

**Staff Presenter: Tammy Aydelotte, Planner**

Tammy Aydelotte presented the request for final approval of Creekside at JDC Ranch Phase 7. She stated that the phase had received preliminary approval earlier in 2026. The original Creekside development had included Phases 1 through 9, but the phasing was later changed and consolidated. The subject property lies east of the area included in the original preliminary approval and was therefore submitted separately for preliminary and final approval.

The proposed phase consisted of 43 detached single-family residential lots and approximately 0.389 acres of publicly dedicated open space along the eastern side of the development. The open space primarily contained an irrigation pipeline easement and a ten-foot-wide meandering pathway. Ms. Aydelotte stated that the master developer had received approval for 416 of the 1,000 units allowed under the development agreement. No attainable units were designated in this phase, and the development agreement did not require attainable units in every phase.

Ms. Aydelotte explained that the R-1-10 Zone allowed lots as small as 4,000 square feet with a minimum width of 40 feet, and all proposed lots met or exceeded those standards. The project was located within the northeast village of the JDC Ranch master plan, although later amendments to the development agreement had changed how density was allocated among village areas. Availability documentation had been provided by Bona Vista Water Improvement District for culinary water, Pineview Water Systems for secondary water, and Central Weber Sewer Improvement District for sewer capacity. Final availability letters would be required before the final plat could be recorded. The proposal included 60-foot-wide public streets connecting to the north, south, and west, and a proposed 20-foot-wide alley to the east. Street cross-sections had been verified for compliance with the development agreement, and Weber County Engineering had approved the improvements.

Staff recommended final approval subject to all review agency requirements, with no additional Planning Division conditions, and based on the findings outlined in the staff report. In response to a question, the applicant's representatives explained that the open area on the east was associated with a drainage easement. Steve Anderson stated that, although the phase did not include attainable units, it was intended to provide a different housing type within JDC Ranch, with patio-home and senior-living-oriented designs. Joseph Herring asked about a \$100 Weber Fire District subdivision review fee that the applicant had been told would be invoiced through Weber County. Ms. Aydelotte stated that she was not aware of the County having invoiced this fee for other final plats, but acknowledged that personnel changes at the Fire District might have resulted in unclear communication. She agreed to verify the process with Golden at the Fire District and provide the applicant with an answer later that day.

## ADMINISTRATIVE REVIEW

The participants discussed project connectivity. Mr. Anderson stated that completion of this phase would create a paved connection from 2600 North to North Plain City Road. Planning Director Grover observed that the proposal maintained connectivity through the development and that the new connection, while not the originally contemplated principal connection, would benefit the area.

Planning Director Rick Grover found no issues with the proposal and granted final approval of Creekside at JDC Ranch Phase 7, subject to the conditions and findings outlined in the staff report.

**Adjournment 12:51pm**  
**Respectfully Submitted,**  
**Marta Borchert**





## Staff Report to the Weber County Planning Division

Weber County Planning Division

### Synopsis

#### Application Information

|                             |                                                                                                                                                                                                                          |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Application Request:</b> | Consideration and action on a request for final subdivision approval of the Prado at Powder Mountain Phase 3 Subdivision, a 17-lot subdivision located in the DRR-1 zone located at the end of Summit Pass Road in Eden. |
| <b>Type of Decision:</b>    | Administrative                                                                                                                                                                                                           |
| <b>Agenda Date:</b>         | Wednesday, September 02, 2026                                                                                                                                                                                            |
| <b>Applicant:</b>           | Erik Anderson                                                                                                                                                                                                            |
| <b>File Number:</b>         | UVP080726                                                                                                                                                                                                                |

#### Property Information

|                                  |                                                           |
|----------------------------------|-----------------------------------------------------------|
| <b>Approximate Address:</b>      | Summit Pass Road, Powder Mountain Resort                  |
| <b>Project Area:</b>             | 61.92 Acres                                               |
| <b>Zoning:</b>                   | Ogden Valley Destination and Recreation Resort Zone DRR-1 |
| <b>Existing Land Use:</b>        | Vacant                                                    |
| <b>Proposed Land Use:</b>        | Residential                                               |
| <b>Parcel ID:</b>                | 23-012-0203, 23-012-0139                                  |
| <b>Township, Range, Section:</b> | T7N, R2E, Section 8                                       |

#### Adjacent Land Use

|               |                               |               |                               |
|---------------|-------------------------------|---------------|-------------------------------|
| <b>North:</b> | Ski Resort/Resort Development | <b>South:</b> | Ski Resort/Resort Development |
| <b>East:</b>  | Ski Resort/Resort Development | <b>West:</b>  | Ski Resort/Resort Development |

#### Staff Information

|                          |                                                                                                                       |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------|
| <b>Report Presenter:</b> | Felix Lleverino<br><a href="mailto:flleverino@webercountyutah.gov">flleverino@webercountyutah.gov</a><br>801-399-8767 |
| <b>Report Reviewer:</b>  | RG                                                                                                                    |

### Applicable Ordinances

- Title 101, Chapter 1 General Provisions, Section 7, Definitions
- Title 104, Chapter 29 Ogden Valley Destination and Recreation Resort Zone (DRR-1)
- Title 104, Zones, Chapter 28 Ogden Valley Sensitive Lands Overlay Districts
- Title 106, Subdivisions, Chapter 1-8 as applicable
- Title 108, Standards, Chapter 8 Parking and Loading Space, Vehicle Traffic and Access Regulations

### Summary and Background

1/14/2015 – Zoning Development Agreement for Summit Group is recorded

1/12/2019 – First Amendment to Zoning Development Agreement is recorded

11/30/2022 – Second Amendment to Zoning Development Agreement is recorded

6/2/2026 – Prado Phase 3 granted preliminary approval with the following conditions:

1. Each development plan on a terminal street shall include evidence that the dead-end road standard does not apply to the extension of these roads.

The proposal includes an Emergency Evacuation Plan. The Fire District requires all homes to have a fire suppression system; all homes comply with IWUIC code, and all hydrants have stainless steel fire hydrant locator poles.

2. An updated trail plan is included with the final subdivision application.

The developer is willing to provide the updated trail plan.

3. The final subdivision plan shall include a cost estimate for the subdivision improvements, including the cost of the new trail alignments.

No new public trail alignments are part of the development plan.

4. The cost for subdivision improvements that are not complete at the time of plat recordation shall be escrowed with Weber County.

A cost estimate is included with the final subdivision plan.

5. All county review agency requirements are satisfied before the final subdivision plat is recorded.

The phase 3 development plan is progressing through the final review process, and the requirements will be satisfied before recording.

The development report as of February 6, 2026, from the Powder Mountain group indicates that 265 lots have been recorded within the Powder Mountain Development, under the executed development agreement, recorded 1/14/2015.

## Analysis

General Plan: The proposal conforms to the Ogden Valley General Plan by encouraging development within the existing resort-related areas.

Zoning: The subject property is located in the Ogden Valley Destination and Recreation Resort Zone more particularly described as the DRR-1 zone. The purpose and intent of the DRR-1 zone is identified in the LUC §104-29-1 as:

*"The purpose of this chapter is to provide flexible development standards to resorts that are dedicated to preserving open space and creating extraordinary recreational resort experiences while promoting the goals and objectives of the Ogden Valley general plan. It is intended to benefit the residents of the county and the resorts through its ability to preserve the valley's rural character, by utilizing a mechanism that allows landowners to voluntarily transfer development rights to areas that are more suitable for growth when compared to sensitive land areas such as wildlife habitats, hazardous hillsides or prime agricultural parcels. Resorts that lie within an approved destination and recreation resort zone shall, by and large, enhance and diversify quality public recreational opportunities, contribute to the surrounding community's well-being and overall, instill a sense of stewardship for the land."*

Lot area, frontage/width and yard regulations: The DRR-1 Zone does not have a minimum lot area or a minimum lot width requirement per LUC §104-29-2(h) for a single-family residential dwelling. This subdivision has been designed for individual ownership of the lots, private roadways maintained by the Powder Mountain Owners' Association.

Natural Hazards Overlay Zone: The proposed subdivision is located in a geologic hazards study area. A site-specific Geotechnical Investigation, performed by AGECEC, and dated February 19, 2026 (Project No. 1250702) has been submitted with this application which provides bridges and retaining wall requirements that must be followed to ensure longevity and safety.

The bridge and wall design within Phase 3 are accompanied by and prepared under the guidance of a Geotechnical Investigation dated June 23, 2026.

A notice of geologic study recorded on title and a plat note are required that will provide notice that the geologic and geotechnical report is on file with Weber County Planning Division

Emergency Evacuation: In the event of an emergency, Powder Mountain Resort has created an Emergency Evacuation Map and narrative, in Exhibit D, that directs departure routes to Eden and safe zones within Powder Mountain if the exit road is not an option.

Additional design standards and requirements: Summit Pass and the road within the Prado are private roadways will interfere with existing trails in place. New recreation easements will be created, as indicated by hatched areas, on the subdivision plan. The maintenance of all private roadways will be done by an HOA. Parking along these 60' wide private roadways will be discouraged by the Weber Fire District during winter; however, there are no concerns regarding parking when roadways are clear and dry.

Section 5.8 of the development agreement requires a minimum of 30% of the total acreage to be designated as open space. The cumulative open space platted throughout Powder Mountain amounts to 59 percent or 376 acres. With the inclusion of acreage from the Prado Development, the total developed land area will be 768.68 acres, requiring at least 230 acres of open space.

Culinary water and sanitary sewage disposal: A capacity assessment letter has been provided by Powder Mountain Water and Sewer District. Proof of a connection fee from Powder Mountain Water and Sewer District will be required to be submitted before receiving a building permit from Weber County.

Review Agencies: The Weber County Engineering review requests information regarding retaining wall plans, ski bridge, and detention ponds. While this is not a requirement for approval of this subdivision at this time, the subject of a second access off the mountain will continue to be mentioned with each application submitted by Powder Mountain. The Weber Fire District has deemed this proposal acceptable based on acceptable road widths, fire access, turn-around, fire hydrants, home fire hardening, and home fire suppression. The Weber Surveyor's Office pre-application comments are largely satisfied, with the few remaining and further final review comments to be addressed by the next revised subdivision plat.

## Staff Recommendation

Staff recommends final approval of the Prado at Powder Mountain Phase 3 Subdivision with the following conditions:

1. The final subdivision plan shall include a cost estimate for the subdivision improvements
2. The cost for subdivision improvements that are not complete at the time of plat recordation shall be escrowed with Weber County.
3. Before a land use permit is issued, the fire protection method shall be operational, and a letter to that effect will be required from the Fire District.
4. All county review agency requirements are satisfied before the final subdivision plat is recorded.

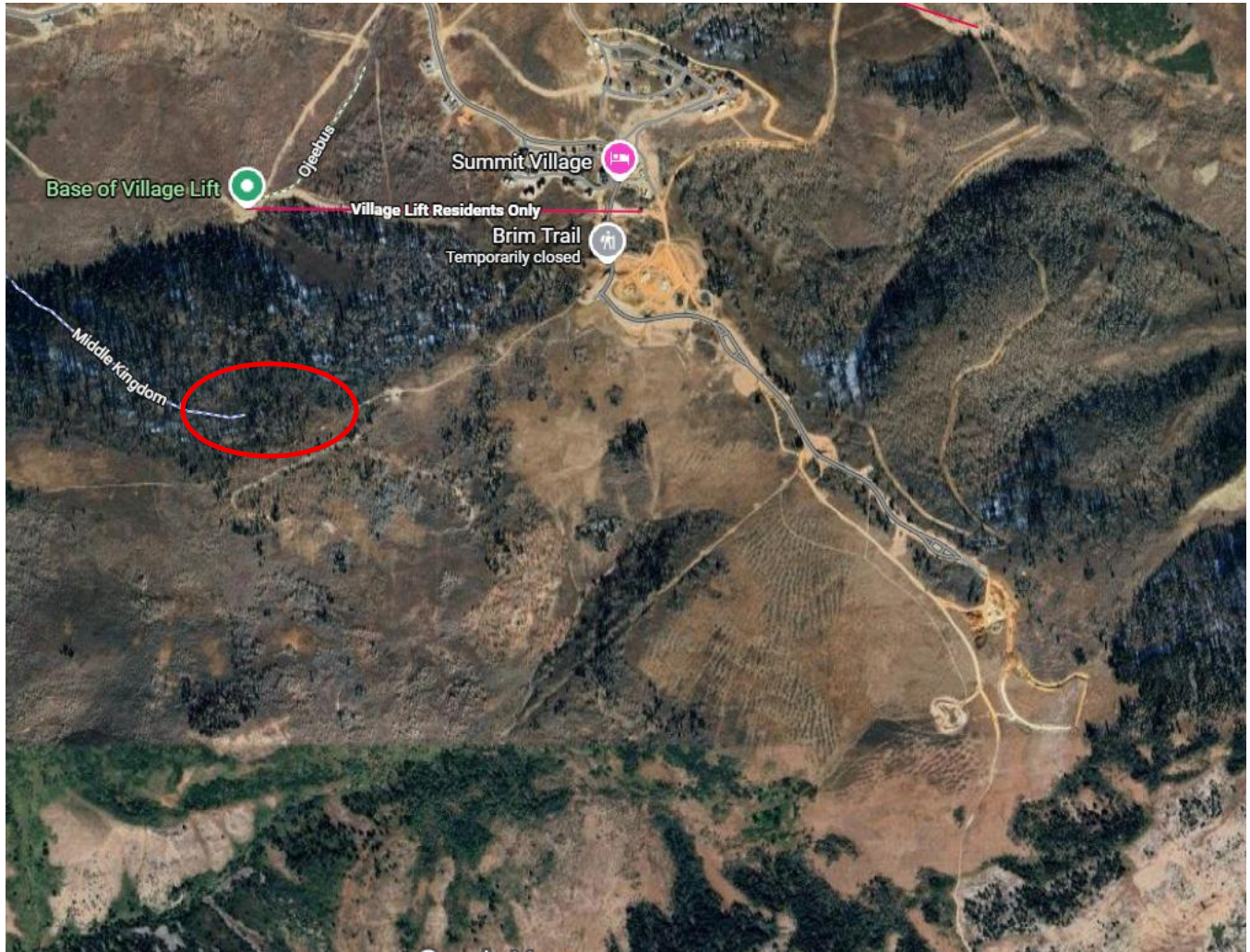
This recommendation is based on the following findings:

1. The proposed subdivision conforms to the Ogden Valley General Plan.
2. With the recommended conditions, the proposed subdivision complies with all previous approvals and the applicable County ordinances.
3. The proposed subdivision will not be detrimental to the public health, safety, or welfare.
4. The proposed subdivision will not deteriorate the environment of the general area so as to negatively impact surrounding properties and uses.

## Exhibits

- A. Final plat
- B. Development Agreement (Select Pages)
- C. Powder Mountain Water and Sewer Capacity Assessment Letter
- D. Evacuation Plan

## Location Map 1





# PRADO AT POWDER MOUNTAIN PHASE 3 Exhibit A

LOCATED IN SECTIONS 7 & 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN  
WEBER COUNTY, UTAH



## SURVEYOR'S CERTIFICATE

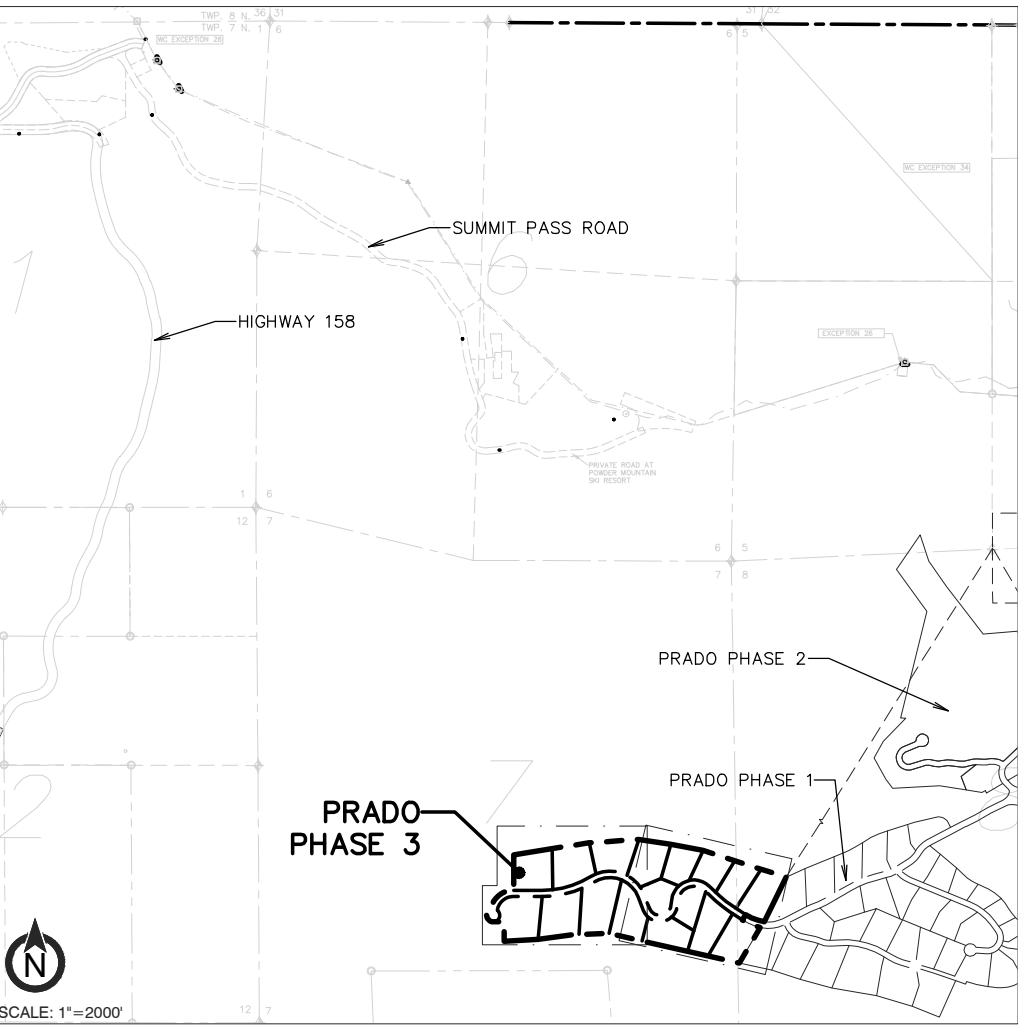
I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 4857264 in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act. I further certify that I have completed a survey and have referenced a record of survey map of the existing property boundaries in accordance with Section 17-73-504 and have verified the boundary locations and have placed monuments as represented on the plot. I do further certify that by authority of the owners, I have prepared this subdivision plot of the property described hereon, hereafter to be known as PRADO AT POWDER MOUNTAIN PHASE 3.

## LEGAL DESCRIPTION

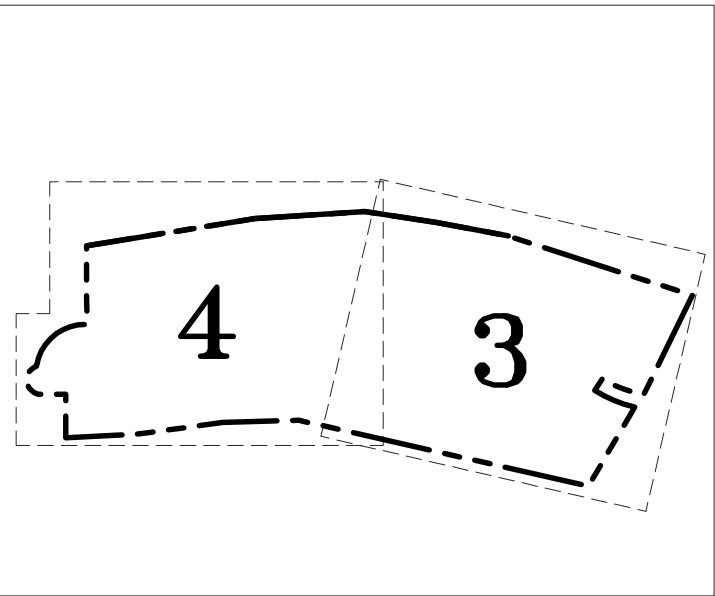
Prado at Powder Mountain Phase 3 Subdivision, located in Sections 7 & 8, Township 7 North, Range 2 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being located South 32°04'58" West 4048.01 feet from the South Quarter Corner of Section 5, Township 7 North, Range 2 East, Salt Lake Base and Meridian, said point also being the Northwest Corner of Lot 6, Prado at Powder Mountain, recorded \_\_\_\_\_ as Entry No. \_\_\_\_\_ in the Weber County Recorder's Office; running thence coincident with said Prado at Powder Mountain the following five (5) courses:  
1) South 26°08'12" West 516.22 feet to a point on a non tangent curve to the right having a radius of 502.00 feet, of which the radius point bears North 09°01'37" East;  
2) along the arc of said curve 208.97 feet through a central angle of 23°51'03";  
3) South 32°52'40" West 66.00 feet to a point on a non tangent curve to the left having a radius of 568.00 feet, of which the radius point bears North 32°52'40" East;  
4) along the arc of said curve 203.79 feet through a central angle of 20°33'26";  
5) South 30°24'08" West 430.29 feet;  
thence North 77°09'46" West 1392.25 feet; thence South 88°14'19" West 356.83 feet; thence South 82°10'22" West 385.90 feet; thence South 86°53'18" West 351.97 feet; thence North 00°10'23" West 203.54 feet; thence South 89°49'37" West 114.42' to a point on a tangent curve to the right having a radius of 68.00 feet, of which the radius point bears North 00°10'23" West; along the arc of said curve 186.02 feet through a central angle of 156°44'16" to a point on a tangent curve to the left having a radius of 8.00 feet, of which the radius point bears North 23°27'58" West; along the arc of said curve 7.89 feet through a central angle of 56°31'18" to a point on a tangent curve to the right having a radius of 233.00 feet, of which the radius point bears South 79°57'25" East; along the arc of said curve 325.38 feet through a central angle of 80°00'41"; thence South 89°56'44" East 5.99'; thence North 00°10'23" West 368.17'; thence North 80°51'00" East 796.76 feet; thence North 86°16'11" East 517.81 feet; thence South 81°16'19" East 337.70 feet; thence South 79°20'06" East 344.47 feet; thence South 72°06'51" East 906.70 feet to the point of beginning.

Description contains 61.92 acres.



## SHEET LAYOUT NOT TO SCALE



## POWDER MTN LDP COORDINATE SYSTEM PROJECTION PARAMETERS

PROJECTION = TRANSVERSE MERCATOR  
DATUM = NAD83(2011)  
FALSE EASTING = 200,000.0000  
FALSE EASTING = 50,000.0000  
ORIGIN LATITUDE = 41°22'08.56035" N  
ORIGIN LONGITUDE = 111°45'47.59441" W  
SCALE = 1,000,369,400  
PROJECT ELEVATION = 8,200.00 (NAVD88)  
ZONE UNIT (N/E/U) = INTERNATIONAL FEET

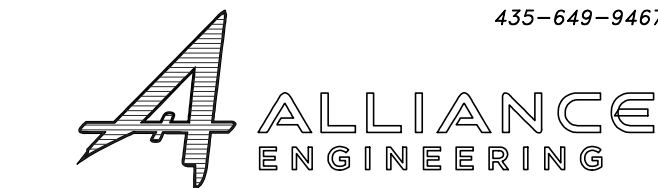
## SURVEYOR'S NOTE

All bearings and distances recited in Line Tables or annotated hereon are expressed in International Feet, projected to an NAVD Height of +8200 feet, and defined by the NAD83(2011) Epoch 2010.0000 Projection Parameters (aka Powder Mountain LDP Coordinate System Projection) detailed on Sheet 1 hereon. This projection was specifically designed to minimize both the convergency and scale variation within the Project Area.



0 75' 150' 300'  
SCALE: 1"=150'

ONE INCH  
AT 24"x36" IF NOT 1" SCALE ACCORDINGLY



435-649-9467

CONSULTING ENGINEERS | LAND PLANNERS | SURVEYORS  
P.O. Box 2664 | 2700 West Homestead Road  
Suite 50, 60 | Park City, Utah 84098

## 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.

COUNTY SURVEYOR

## WEBER COUNTY ATTORNEY

I HAVE EXAMINED THE FINANCIAL GUARANTEE AND OTHER DOCUMENTS ASSOCIATED WITH THIS SUBDIVISION PLAT AND IN MY OPINION THEY CONFORM WITH THE COUNTY ORDINANCE APPLICABLE THERETO AND NOW IN FORCE AND EFFECT.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

COUNTY ATTORNEY

## WEBER COUNTY ENGINEER

I HEREBY CERTIFY THAT THE REQUIRED PUBLIC IMPROVEMENT STANDARDS AND DRAWINGS FOR THIS SUBDIVISION CONFORM WITH COUNTY STANDARDS AND THE AMOUNT OF THE FINANCIAL GUARANTEE IS SUFFICIENT FOR THE INSTALLATION OF THESE IMPROVEMENTS.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

COUNTY ENGINEER

## WEBER COUNTY COMMISSION ACCEPTANCE

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT, THE DEDICATION OF STREETS AND OTHER PUBLIC WAYS AND FINANCIAL GUARANTEE OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION THEREON ARE HEREBY APPROVED AND ACCEPTED BY THE COMMISSIONERS OF WEBER COUNTY, UTAH.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

CHAIRMAN, WEBER COUNTY COMMISSION

ATTEST: \_\_\_\_\_ (NAME/TITLE)

## WEBER COUNTY PLANNING COMMISSION APPROVAL

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS DULY APPROVED BY THE WEBER COUNTY PLANNING COMMISSION.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

CHAIRMAN, WEBER COUNTY PLANNING COMMISSION

## RECORDER

STATE OF UTAH, COUNTY OF WEBER, RECORDED AND FILED AT THE

REQUEST OF \_\_\_\_\_

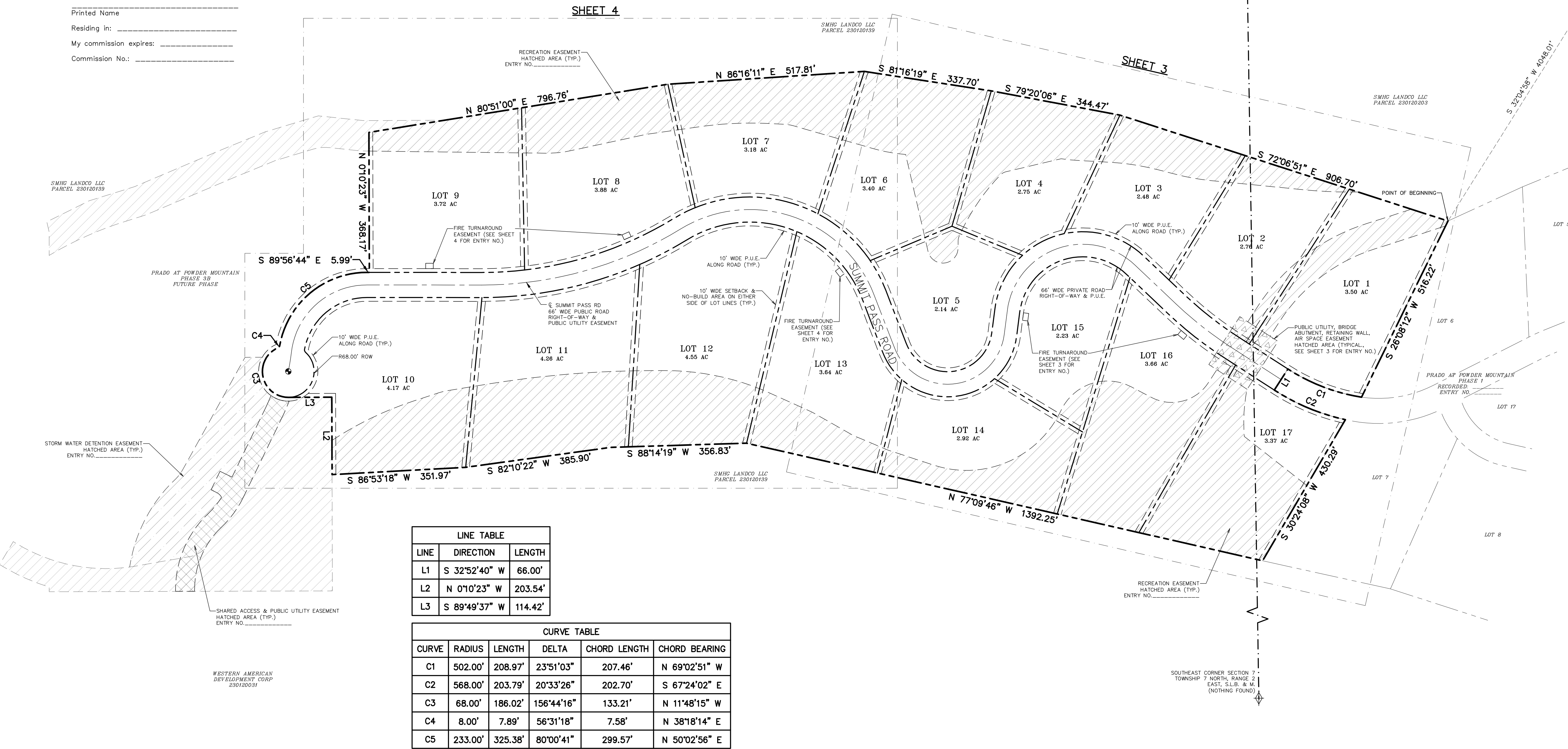
ENTRY NO: \_\_\_\_\_

TIME: \_\_\_\_\_ DATE: \_\_\_\_\_

BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_

FEE: \_\_\_\_\_

WEBER COUNTY RECORDER



## EASEMENT LEGEND

- RECREATION EASEMENT
- SHARED ACCESS & PUBLIC UTILITY EASEMENT
- STORM WATER DETENTION EASEMENT
- PUBLIC UTILITY, BRIDGE ABUTMENT, RETAINING WALL, AIR SPACE EASEMENT
- SET STREET MONUMENT
- Found Section Monument (As-Noted)
- SET PROPERTY CORNER, 5/8" REBAR WITH CAP, "ALLIANCE ENGINEERING" EJECTOR PUMP

## LINETYPE LEGEND

- BASIS OF BEARING
- SURVEY TIE LINE
- OVERALL BOUNDARY
- BUILDING ENVELOPE (B.E.)
- EASEMENTS (AS-NOTED)
- ROAD CENTERLINE
- LOT BOUNDARY
- EXTERNAL BOUNDARY
- SHEET MATCH LINE



PRADO AT POWDER MOUNTAIN PHASE 3

LOCATED IN SECTIONS 7 & 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN  
WEBER COUNTY, UTAH

PLAT NOTES

1. The real property ("Property") that is the subject of this Plat is subject to the First Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Powder Mountain ("Master Declaration") executed by Summit Mountain Holding Group, L.L.C. ("Master Developer") which was recorded in the Official Records of the Weber County Recorder on 03/21/2025, as Entry No. 3362096, as amended and as may be further modified from time to time. The Master Declaration sets forth the restrictions and general plan of improvements for the property described in the Master Declaration, including the Property.

2. Pursuant to the Master Declaration, Powder Haven Owners' Association, a Utah nonprofit corporation ("Community Association"), is responsible for maintaining all Common Area (as defined in the Master Declaration), if any, and shall have a perpetual non-exclusive easement over all of the lots created by this Plat (each, a "Lot") other property subject to the Master Declaration for such maintenance purposes, as further described in the Master Declaration.

3. Development of the Property is subject to and shall conform to the terms and provisions of the Weber County Zoning Development Agreement ("Master Development Agreement"), which was recorded in the Official Records of the Weber County Recorder on January 14, 2015, as Entry No. 2717835, as amended by First Amendment on July 12, 2019, as Entry No. 2990685, as amended by Second Amendment on November 30, 2022, as Entry No. 3265109, and as may be further modified from time to time.

4. No improvements may be made to any Lot without review and approval of (i) Prado Developer, LLC ("Declarant"), (ii) Master Developer, and (iii) the Community Association and the Architectural Review Committee (as defined in the Master Declaration), in accordance with the Master Declaration and the Design Standards and Guidelines (promulgated under the Master Declaration), which incorporate site and landscape requirements, architectural guidelines, as well as construction regulations.

5. All improvements on the Lots must comply with Weber County DRR-1 Zoning. In addition, all improvements must be constructed within the Building Envelope as defined in the Site Notebook as represented in the Design Standards and Guidelines for each Lot. The Design Standards and Guidelines provide additional restrictions within each Building Envelope on limits of construction and the building footprint. Development must adhere to the Master Declaration, Neighborhood Declaration (if any), Design Standards and Guidelines, Master Development Agreement, and Weber County Code.

6. Landscaping and irrigation on each Lot must comply with the Master Declaration, Design Standards and Guidelines, Powder Mountain Water and Sewer District's standards, and other applicable regulations.

7. The Property is subject to the rights of Master Developer as set forth in the Master Declaration. Master Developer retains the right to exercise any applicable rights provided for in the Master Declaration, including, without limitation, reserving and granting easements, reducing or relocating improvements within the community, adding additional facilities, and making other development decisions, as Master Developer may determine, in its sole discretion, and in accordance with applicable law.

8. The Lots are served by water and wastewater lateral lines. Each owner of a Lot shall be responsible for the maintenance and replacement of all water and sanitary sewer laterals serving a residence and other improvements on their Lot in accordance with the requirements of the Powder Mountain Water and Sewer Improvement District ("PMWSID"). Additionally, Lot owners are responsible to pay all PMWSID charges for connection to the system and non-connection standby fees for water and sewer services. PMWSID will own all common water and sewer mains and appurtenances within the Property outside of the Lots.

9. All utilities within Property must be placed underground within the public utility easements described on the Plat as "PUE." Declarant reserves the right to modify public utility easements to the actual width of installed utilities, subject to existing utility companies' rights. No above ground fuel/gas tanks are allowed within Lots or on the Property other than 20lb propane gas grill tanks. Permanent structures or obstructions are prohibited within any PUE without prior written approval from the relevant utility providers and the Declarant. Utility providers have the right to install, maintain, and access underground utilities and surface facilities, and may require removal of any obstructions, such as structures or vegetation, at a Lot owner's expense. Each Lot includes a 10-foot public utility easement along the front yard lines. Master Developer may grant additional utility easements as needed. This Plat also conveys a public utility easement to utility owners and/or operators in designated areas, in accordance with Utah Code Ann. § 54-3-27, for the purpose of installing, maintaining, and operating necessary utility facilities.

10. This Plat creates a separate legal parcel (shown hereon as Road Parcel A), which contains public utility easements. Road Parcel A will remain private and will be conveyed to, operated, maintained, and repaired by the Community Association for the use and benefit of its members, in accordance with the Master Declaration. The roads located within Road Parcel A may be relocated by the Master Developer as described in the Master Declaration and in accordance with applicable Weber County ordinances. This Plat does not grant the public any rights to use the roads located within the Plat or create obligations on Weber County to maintain or repair the roads. All use and maintenance of Road Parcel A will be governed by the terms and provisions of the Master Declaration, as applicable. Declarant reserves for itself and Master Developer a blanket easement and right of way over Road Parcel A and the Turnaround areas for constructing, maintaining, and operating tunnels, bridges, and/or ski lifts over and under the roads.

11. Declarant reserves the right unilaterally to amend the Plat without the consent or approval of the owners the Lots, whether affected by such amendment or not, to satisfy governmental requirements, correct mistakes, remove or clarify ambiguities, or for other purposes, provided it does not materially adversely affect title, and such amendment complies with Weber County ordinances and Utah law. As further set forth in the Master Declaration, by accepting a Lot, each Lot owner irrevocably appoints Master Developer as its attorney-in-fact to realign and adjust boundary lines by amending the Plat or otherwise in accordance with law.

12. Declarant reserves for itself, its successors, assigns, Community Association, and Master Developer a blanket easement across all Lots and the remaining Property for constructing and maintaining hiking and biking trails ("Trail Easement"). Master Developer may designate, add to, delete, or modify the trails without amending this Plat as more fully described in the Master Declaration.

13. Declarant reserves for itself, its successors, assigns, Community Association, and Master Developer an easement across those portions of the Lots and the remaining Property not otherwise within a Building Envelope for constructing and maintaining ski trails and other ski improvements, and for skiers' ingress, egress, and recreational purposes over and across the Lots and other Property ("Ski Easement"). The Plat specifically identifies the location of an additional Recreation Easement. Master Developer may modify ski trails within the Ski Easement, including trails and improvements within the Recreation Easement, without amending this Plat as more fully described in the Master Declaration.

14. Declarant reserves for itself, its successors and assigns, and Master Developer, a temporary blanket easement across all Lots adjacent to a private road ("Slope Easement") as more fully described in the Master Declaration. Such Slope Easement is for the benefit of the Master Developer, its employees, and contractors, for the purpose of stabilizing, constructing cut slopes and fill slopes, and performing other construction and maintenance to prevent erosion along the private roads. The Slope Easement on each Lot shall automatically terminate at such time as a certificate of occupancy is issued for a residential building constructed on such Lot, at which time a substitute easement may be required by Weber County and/or Master Developer for ongoing maintenance and repair.

15. The Lots are in a ski resort area ("Ski Resort") where snowfalls, wind patterns, and other conditions could cause avalanches. No studies have been conducted to determine if any Lots are in avalanche zones. Certain Ski Resort areas may be subject to avalanche controls, potentially involving explosive charges and temporary closures. Declarant makes no representations as to Ski Resort operations or avalanche risks, and each owner should conduct independent studies before constructing any improvements on a Lot.

16. Declarant reserves for itself, its successors and assigns, Master Developer, and Community Association, a 10 foot snow storage easement ("Snow Storage Easement") extending beyond and parallel to Road Parcel A, and measured perpendicular from front property line 10 feet into each Lot. Private roads within the Property generally have a 60-foot right-of-way, which provides approximately 14.5 feet between the back of the curb and the front property line of the Lots. The area within this right-of-way along with the Snow Storage Easement will be utilized for storing snow ("Snow Storage Area"). No person shall move snow from a Lot or private property and deposit it into the Snow Storage Area. Each Lot owner must designate a private snow storage area within their Lot to accommodate snow removed from surfaces on their Lot.

17. All Lot owners are responsible for managing stormwater runoff on their individual Lot and within their property.

18. This subdivision plat is located within a Natural Hazard Study Area. The associated Natural Hazard Study is available for public inspection at the Weber County Planning Division office.

19. Parking is prohibited on any private roads and County roads.

20. These Plat Notes run with the Property and shall be binding upon and inure to the benefit of the successors and assigns of each Lot owner.

21. Owners and potential buyers are put on notice that owning property within the resort area ("Resort") involves risks such as property damage, personal injury, and death caused by resort activities, including skiing, snowboarding, mountain biking, heavy equipment use, snowmaking, construction, and natural conditions like snowfall, wind, and runoff. Snowmaking may result in artificial snow overspray impacting the Lots. Resort operations may generate noise, lights, and vibrations from avalanche control, grooming, lift operations, and maintenance, which may occur during early morning, evening, and late-night hours. Special events like concerts, fireworks, and markets may affect views and privacy. Passenger, commercial, and construction vehicles operate throughout the area, and avalanches or snow slides may cause damage or injury. By accepting a deed or interest in any Lot, the owner, successors, and assigns: (a) acknowledges, accepts, and assumes the risks of property damage, loss of property value, damage to improvements, personal injury, death, trespass, or nuisance caused by or arising from the hazards and risks identified in this note, and other risks associated with Resort operations (collectively, the "Assumed Risks"); and (b) releases, waives, discharges, and agrees not to sue the Resort owner, operator, and their respective officers, directors, partners, shareholders, members, affiliates, employees, contractors, consultants, agents, successors, and assigns for any damages, losses, costs (including attorneys' fees), claims, demands, suits, judgments, or liabilities arising from the Assumed Risks, except in cases of gross negligence or willful misconduct. This release is intended to be comprehensive, while complying with applicable law, and does not limit the liability of individual skiers, snowboarders, or other Resort users.
- 435-649-9467

4

ALLIANCE  
ENGINEERING

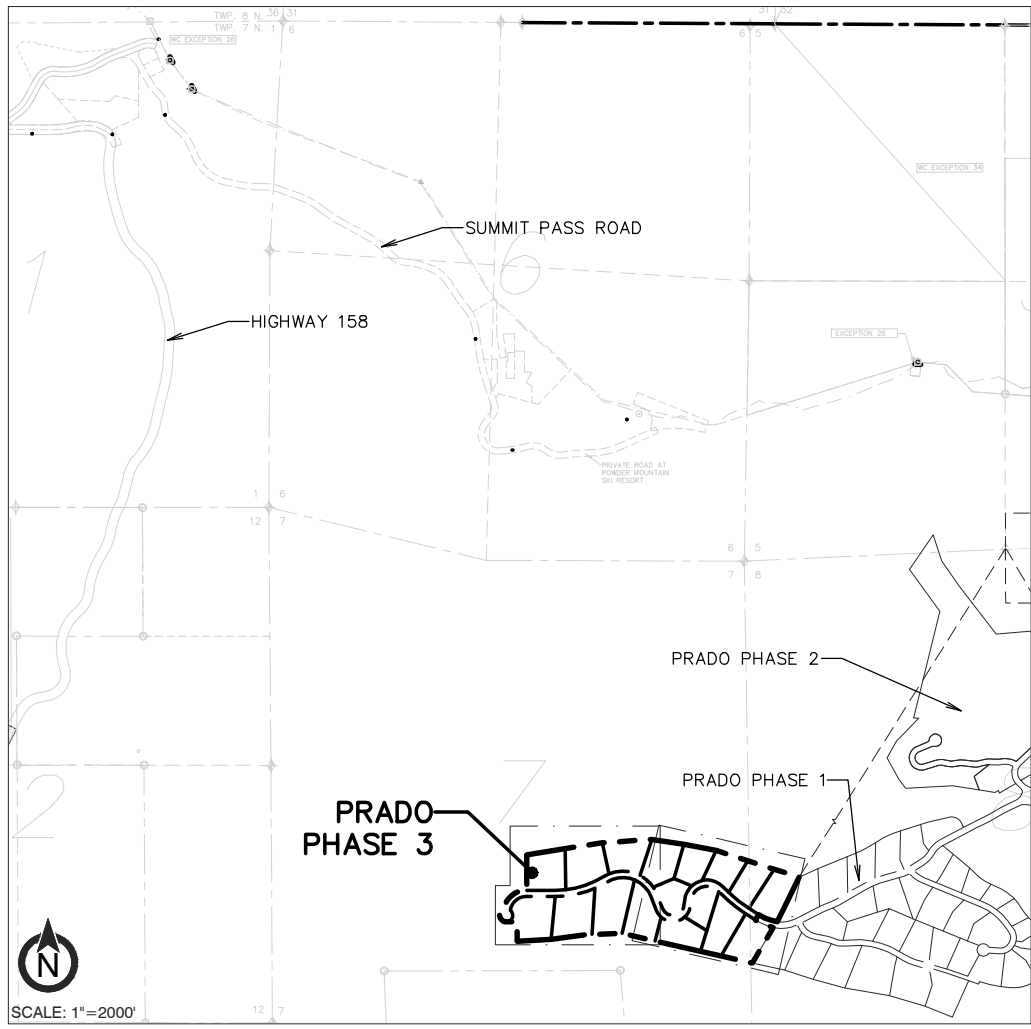
CONSULTING ENGINEERS | LAND PLANNERS | SURVEYORS

P.O. Box 2664 | 2700 West Homestead Road  
Suite 50, 60 | Park City, Utah 84098
- SHEET 2 OF 4
- Applicant Name: PRADO DEVELOPER LLC  
Address: PO BOX 1119, EDEN UT 84310
- 4/23/2026 JOB NO.: 1-12-25 FILE: X:\Powder Mountain\2025\011225-Prado Phase 3\Survey\011225-Prado Ph3 Plat.dwg
- RECORDER
- STATE OF UTAH, COUNTY OF WEBER,  
RECORDED AND FILED AT THE
- REQUEST OF \_\_\_\_\_
- ENTRY NO: \_\_\_\_\_
- TIME: \_\_\_\_\_ DATE: \_\_\_\_\_
- BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_
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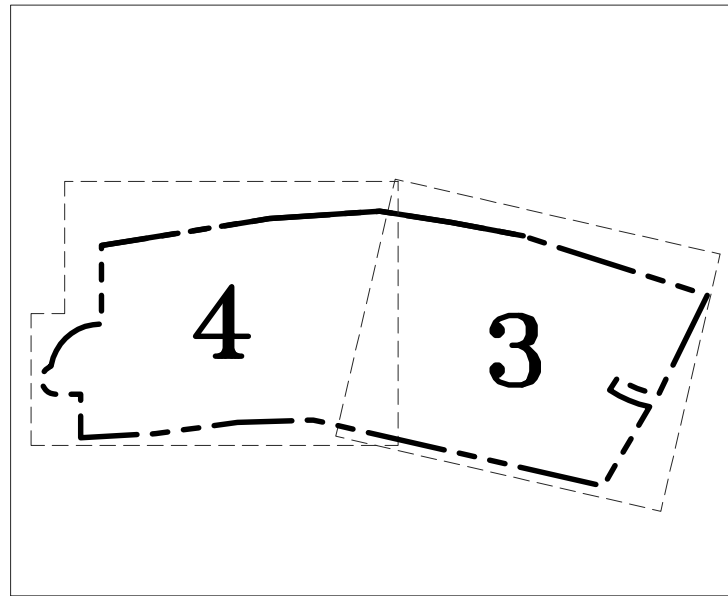


# PRADO AT POWDER MOUNTAIN PHASE 3

LOCATED IN SECTIONS 7 & 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN  
WEBER COUNTY, UTAH



SHEET LAYOUT  
NOT TO SCALE

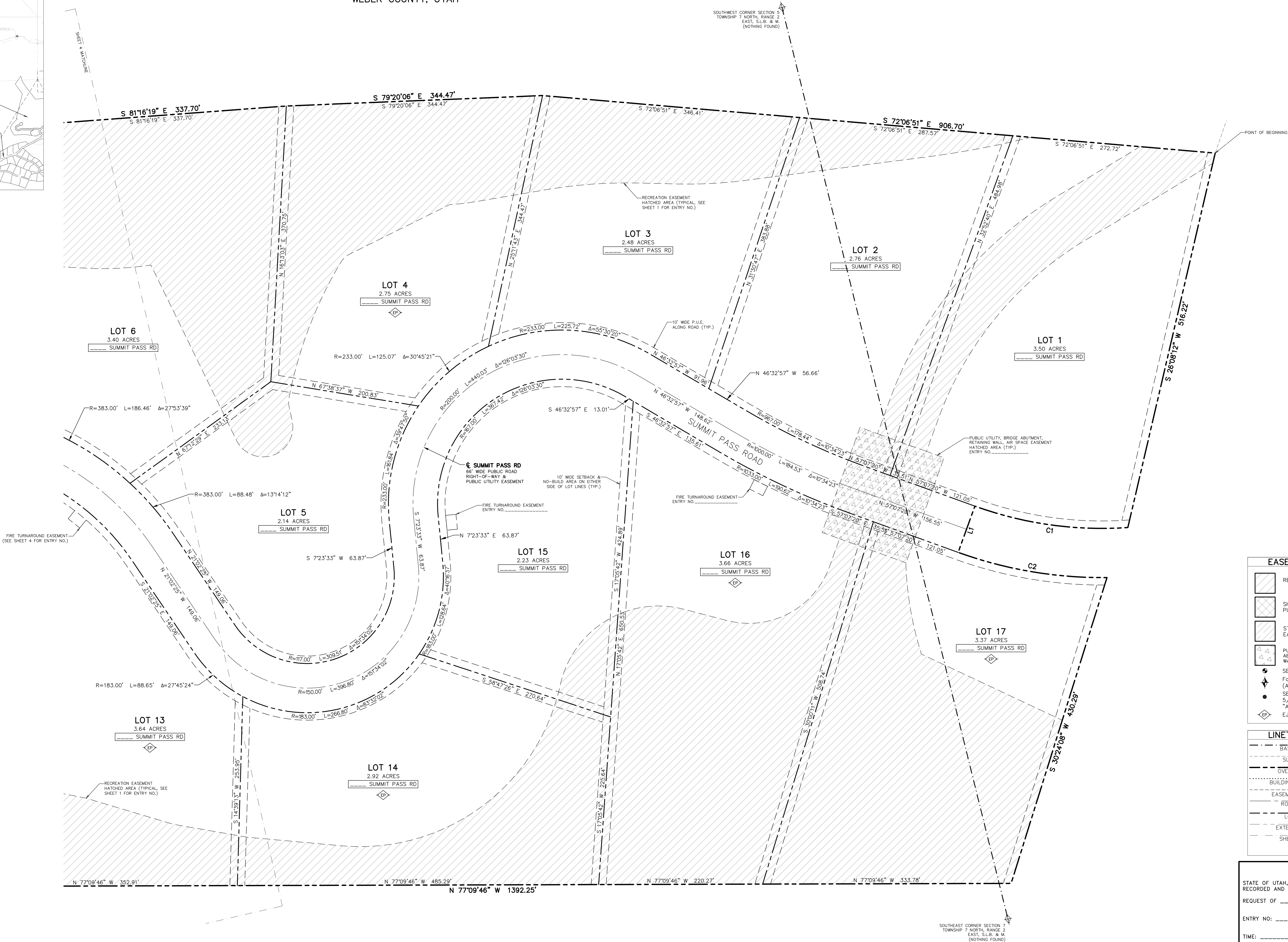
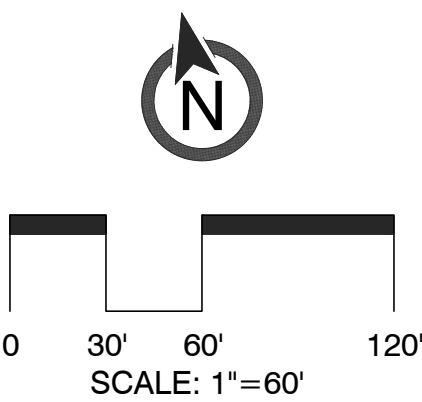


## POWDER MTN LDP COORDINATE SYSTEM PROJECTION PARAMETERS

PROJECTION = TRANSVERSE MERCATOR  
DATUM = NAD83(2011)  
FALSE NORTHING = 200,000.0000  
FALSE EASTING = 50,000.0000  
ORIGIN LATITUDE = 41°22'08.56035" N  
ORIGIN LONGITUDE = 111°45'47.59441" W  
SCALE = 1,000,389,400  
PROJECT ELEVATION = 8,200.00 (NAVD88)  
ZONE UNIT (N/E/U) = INTERNATIONAL FEET

## SURVEYOR'S NOTE

All bearings and distances recited in Line Tables or annotated hereon are expressed in International Feet, projected to an NAVD Height of ~8200 feet, and defined by the NAD83(2011) Epoch 2010.0000 Projection Parameters (aka Powder Mountain LDP Coordinate System Projection) detailed on Sheet 1 hereon. This projection was specifically designed to minimize both the convergence and scale variation within the Project Area.



## EASEMENT LEGEND

- RECREATION EASEMENT
- SHARED ACCESS & PUBLIC UTILITY EASEMENT
- STORM WATER DETENTION EASEMENT
- PUBLIC UTILITY, BRIDGE ABUTMENT, RETAINING WALL, AIR SPACE EASEMENT
- SET STREET MONUMENT (As-Noted)
- FOUND SECTION MONUMENT (As-Noted)
- SET PROPERTY CORNER, 5/8" REBAR WITH CAP, "ALLIANCE ENGINEERING" EJECTOR PUMP

## LINETYPE LEGEND

- BASIS OF BEARING
- SURVEY TIE LINE
- OVERALL BOUNDARY
- BUILDING ENVELOPE (B.E.)
- EASEMENTS (AS-NOTED)
- ROAD CENTERLINE
- LOT BOUNDARY
- EXTERNAL BOUNDARY
- SHEET MATCH LINE

## RECORDER

STATE OF UTAH, COUNTY OF WEBER,  
RECORDED AND FILED AT THE  
REQUEST OF \_\_\_\_\_  
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FEE: \_\_\_\_\_  
WEBER COUNTY RECORDER

## SHEET 3 OF 4

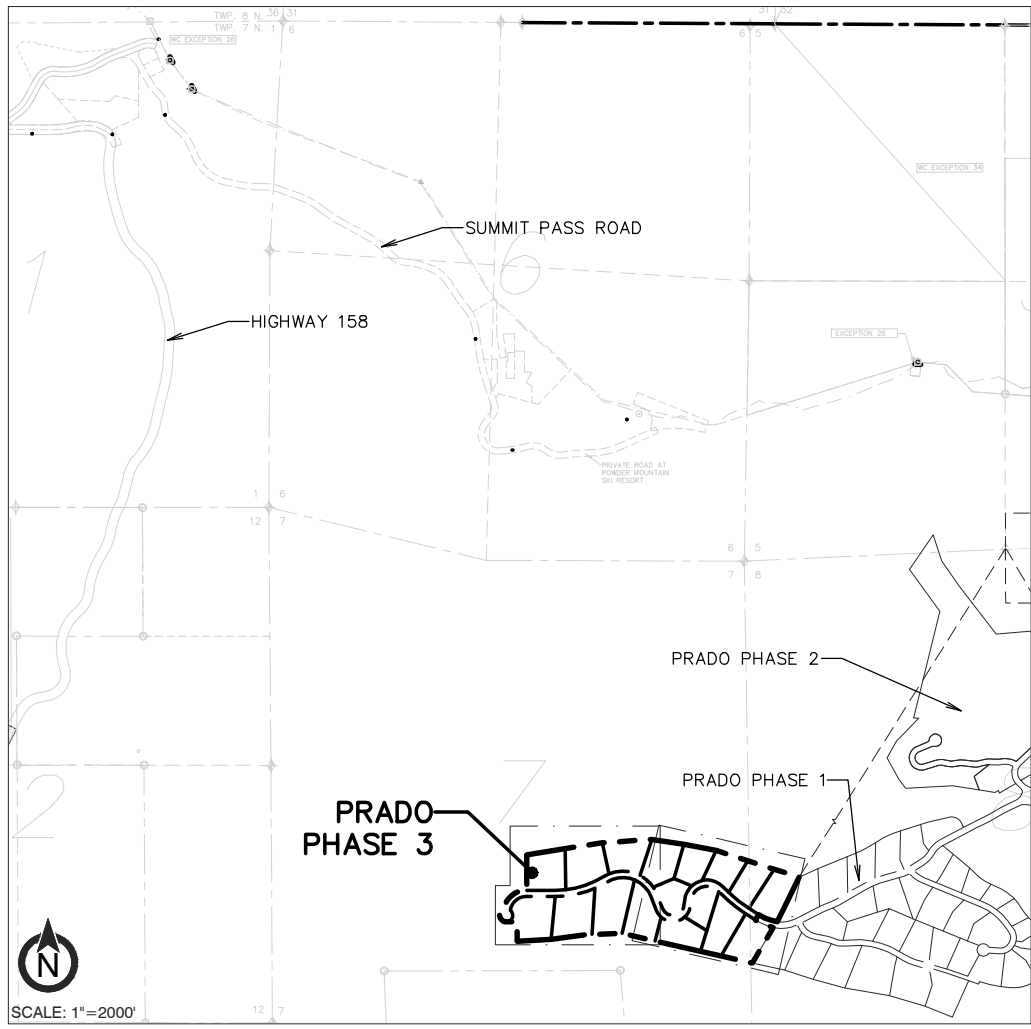
Applicant Name: PRADO DEVELOPER LLC  
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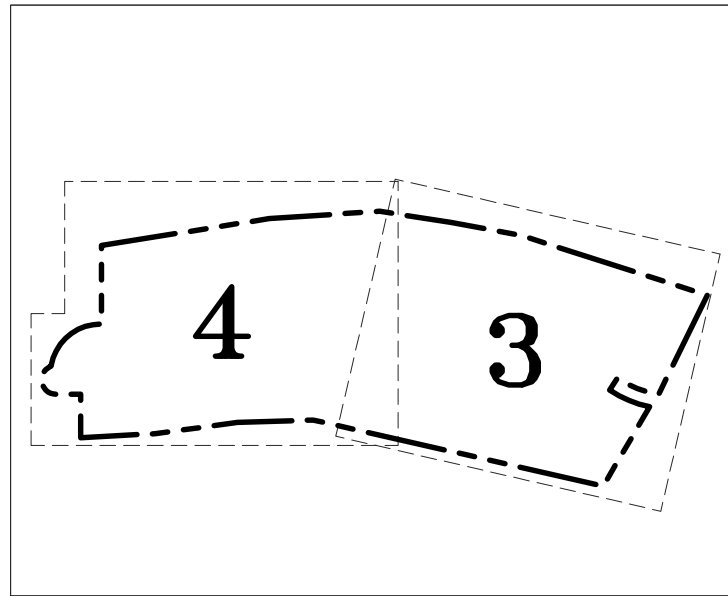
# PRADO AT POWDER MOUNTAIN PHASE 3

LOCATED IN SECTIONS 7 & 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN  
WEBER COUNTY, UTAH



VICINITY MAP

SHEET LAYOUT  
NOT TO SCALE

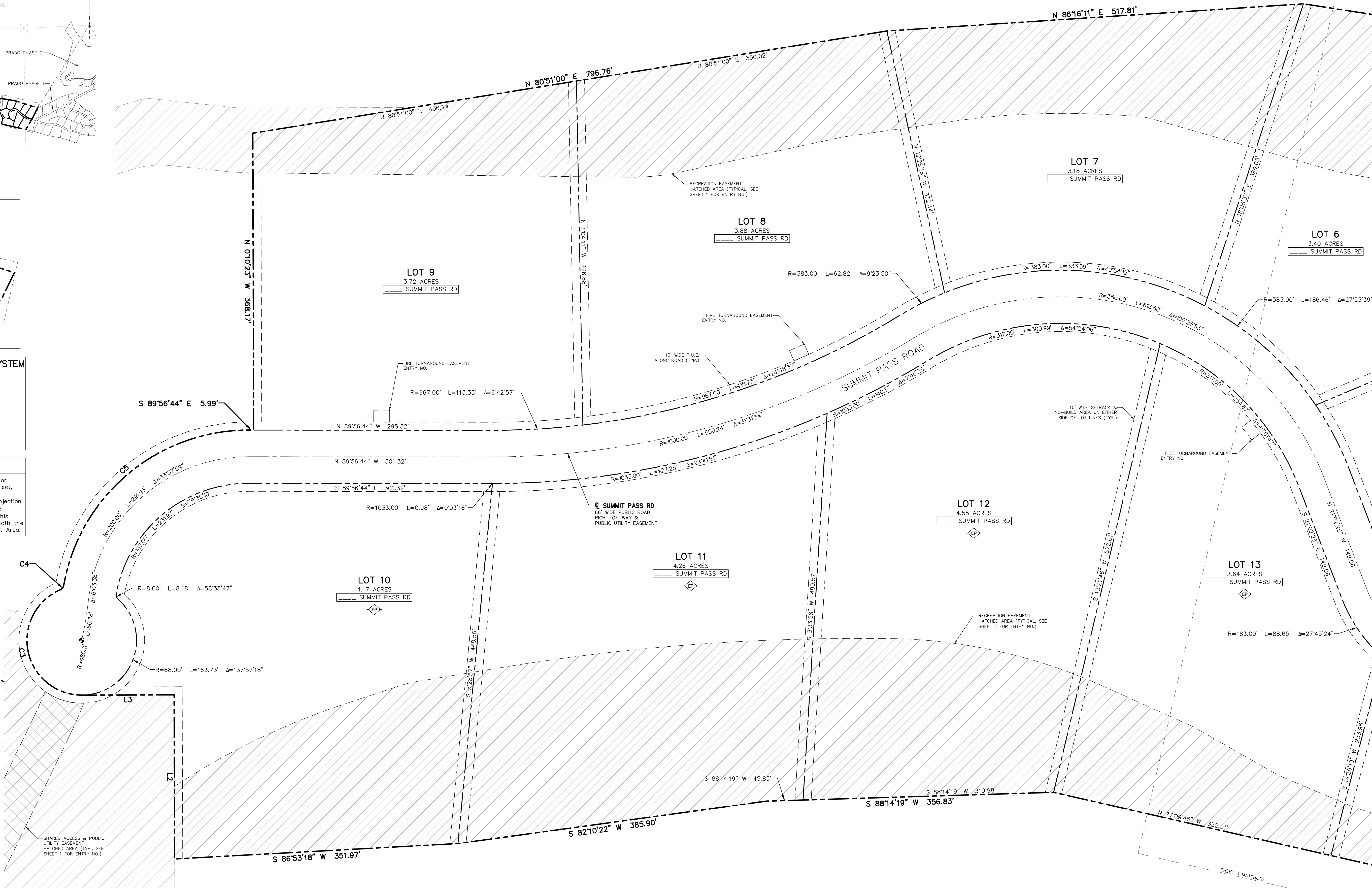
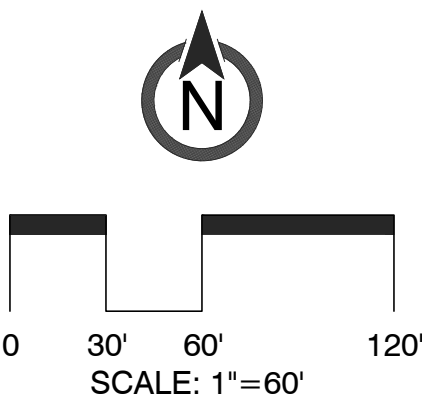


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## SHEET 4 OF 4

Applicant Name: PRADO DEVELOPER LLC  
Address: PO BOX 1119, EDEN UT 84310





\*WV2607988\*

11-13

C 2012-212

EN 2607988 PG 1 OF 16  
 ERNEST D ROWLEY, WEBER COUNTY RECORDER  
 29-NOV-12 1131 AM FEE \$0.00 DEP SGC  
 REC FOR: WEBER COUNTY PLANNING

**WEBER COUNTY  
 ZONING DEVELOPMENT AGREEMENT**

**PARTIES:** The parties to this Zoning Development Agreement ("Agreement") are Western America Holding, LLC, a Utah limited liability company and owner of the property commonly known as Powder Mountain (herein "Developer") and Weber County, a body politic in the State of Utah (herein "County"). The Developer and the County are collectively referred to herein as the "Parties."

**EFFECTIVE DATE:** The effective date of this Agreement will be the date that rezoning approval is granted as outlined below by the Weber County Commission ("Commission").

**RECITALS**

**WHEREAS**, the Developer seeks to rezone certain property located within the Ogden Valley Township of unincorporated Weber County, Utah from Forest Residential-3 (FR-3), Forest Valley-3 (FV-3), Commercial Valley Resort Recreation-1 (CVR-1) and Forest-40 (F-40) to Forest Valley-3 (FV-3), Commercial Valley Resort Recreation-1 (CVR-1) and Forest-40 (F-40) for the general purpose of developing a year round destination resort upon property that consists of approximately 4,297 acres and is more particularly described in Exhibit A attached hereto and incorporated herein by this reference ("Property"); and

**WHEREAS**, the County seeks to promote the health, welfare, safety, convenience and economic prosperity of the inhabitants of the County through the establishment and administration of zoning regulations concerning the use and development of land in the unincorporated area of the County as a means of implementing the General Plan as adopted for all or part of the County; and

**WHEREAS**, the Developer has requested that the above referenced Property be rezoned for the purposes of allowing him or his designees to develop the Property in a manner that has been presented to the County and that is represented in the Concept Development Plan shown in Exhibit B; and

**WHEREAS**, the Developer considers it to his advantage and benefit for the County to review his petition and supplementary information having prior knowledge of the development, so as to more completely assess its compatibility with applicable zoning ordinances, the County's General Plan, the surrounding area, and those uses that exist on the lands surrounding the property; and

**WHEREAS**, the County is desirous of rezoning the property for the purpose of developing it in the manner presented, but the County does not feel that the property should be rezoned unless the proposed development, is commenced as soon as conditions allow and completion is pursued in good faith; and

**WHEREAS**, the Parties entered into a binding Memorandum of Understanding (MOU) on June 1, 2010 to facilitate the completion of the Development Agreement and specified various issues; and

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**WHEREAS**, the Parties are desirous that certain litigation (Appellate Case No.20090897) which is presently pending before the Utah Supreme Court relating to the incorporation of the Town of Powder Mountain be dismissed and the Incorporation Petition be withdrawn; and

**NOW THEREFORE**, for good and valuable consideration in receipt of which is hereby acknowledged and accepted by both Parties, the Parties hereto mutually agree and covenant as follows:

### **AGREEMENT**

#### **1. General**

- 1.1. Upon the Effective Date of this Agreement, the Parties shall cause the dismissal of (Appellate Case No.20090897) and the Developer shall immediately cause the Incorporation Petition to be withdrawn.
- 1.2. The County shall rezone the Property described in Exhibit A from Forest Residential-3 (FR-3), Forest Valley-3 (FV-3), Commercial Valley Resort Recreation-1 (CVR-1) and Forest-40 (F-40) to Forest Valley-3 (FV-3), Commercial Valley Resort Recreation-1 (CVR-1) and Forest-40 (F-40), as shown on the proposed zoning map attached as Exhibit C, for the purpose of allowing the Developer to construct his conceptually pre-designed project on the subject Property.
- 1.3. The responsibilities and commitments of the Developer and the County, as detailed in this document when executed, shall constitute a covenant and restriction that shall run with the land and be binding upon the Developer, his assigns and/or his successors in interest.
- 1.4. The provisions of this Agreement shall supersede the MOU.
- 1.5. Both Parties acknowledge that this Agreement will be recorded in the Office of the Weber County Recorder, and recognize the advantageous nature of this Agreement which provides for the accrual of benefits and protection of interests to both Parties.
- 1.6. This Agreement constitutes the entire Agreement between the Parties; however, the Parties acknowledge that an official, recorded copy of the Powder Mountain Rezone Application will be kept in the Weber County Clerk/Auditors Office and the Planning Division Office for reference purposes. The Parties may consider amendments or modifications to the provisions of this Agreement and/or the Concept Development Plan only by written instrument and only upon agreement by both Parties. In the event that an amendment to the Concept Development Plan is sought, it may only be made after considering the recommendation of the County Planning Commission which may hold a public hearing to obtain public input on the proposed amendment or modification of the Concept Development Plan.
- 1.7. This Agreement with any amendments or modifications shall be in full force and effect according to this approved Agreement until the property covered herein has been reverted to its former zone designation as a result of default.
- 1.8. Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law.

## 2. Health and Safety

- 2.1. Developer shall address site specific avalanche hazards at the site plan level of approvals for development.
- 2.2. The Developer is committed to utilizing efficient low-emission fireplaces in future development on the Property, including but not limited to, natural gas, liquid propane and high efficiency wood burning systems. The Developer will work with the County to facilitate these uses, but the Developer shall not be prohibited from utilizing traditional log-burning fireplaces on a limited basis in lodges, hotels, corporate retreats, commercial areas and single-family homes, provided however Developer shall comply with all federal, state and local regulations.
- 2.3. The Developer shall provide a facility for the Weber County Sheriff's Office including but not limited to office space, equipment storage, and a holding cell. The facility design/floor plan shall be approved by the Weber County Sheriff's Office and shall be provided at a time that is deemed necessary and practical by the same. The facility may be integrated with other County services and is anticipated to be built when the existing main parking lot and main lodge area are redeveloped into a mixed use village.
- 2.4. The Developer shall seek input from the U.S. Forest Service to develop and implement a wildfire prevention, evacuation and suppression plan for the Project. Developer shall address phase and site specific wildfire hazards and management plans at the time of and within all development review applications.
- 2.5. Developer agrees to follow the recommendations of the State of Utah Department of Environmental Quality and Utah Geological Survey as outlined in letters dated October 12, 2007 and September 18, 2007 respectively.

## 3. Destination and Recreation Resort Zone (DRR-1)

- 3.1. The County has enacted the Destination and Recreation Resort (DRR-1) Zone. Provisions were made to allow previously approved master planned resorts that meet the requirements of Section 44-3.b of the Zoning Ordinance to be rezoned to the DRR-1 zone. The Parties agree that should the Developer choose to make application to rezone to DRR-1 the Resort shall retain the density and other development rights listed in Section 6 of this Agreement, provided that the Resort can meet all other requirements of Chapter 44 of the Zoning Ordinance including demonstrating "a substantial public benefit while exhibiting an exceptional vision and development plan superior to that allowed by current or conventional zoning."
- 3.2. If the Developer chooses to make application for a rezone to the DRR-1 Zone, the Developer will comply with the requirements of the Weber County Zoning Ordinance 35-4.3 (Destination and Recreation Resort Zone Supplementary Requirements) and 44 (Ogden Valley Destination and Recreation Resort Zone DRR-1). A new development agreement would be approved as part of any DRR-1 rezone approval.

## 4. Concept Development Plan

- 4.1. Consistent with the MOU and this Agreement, which supersedes the MOU, Weber County adopts the Concept Development Plan found in Exhibit B including the Conceptual Phase 1 Land Use Plan. Further, consistent with the recommended rezone



conditions by the Ogden Valley Township Planning Commission, it is recognized that the Concept Development Plan may need to be amended as found in section 1.6.

- 4.2. Weber County shall retain the right to approve or deny more specific/detailed conceptual development plans, provided however, that Weber County shall approve more detailed concept development plans consistent with the current Concept Development Plan and with the regulations of the applicable zones approved herewith. The more specific/detailed concept development plans shall be approved prior to or in conjunction with the first application for site plan/subdivision approval within each development area/phase. Weber County will allow the submittal of a conditional use, design review, and subdivision application for the first development phase, which is included as part of Exhibit B, and which is hereby determined to be consistent with the Concept Development Plan and which may include amenities consistent with the operations of a ski resort to proceed prior to submittal of a rezone application for the DRR-1 Zone. The Developer shall submit a rezone application for the DRR-1 Zone prior to any development beyond the first 250 units.
- 4.3. The Parties recognize the benefits of minimizing road miles, and road widths to protect the natural habitat and they further recognize the benefit of clustering development. The Developer agrees as part of the amendment process to the Concept Development Plan to a design that minimizes road miles, road widths and encourages clustering.
5. Development
  - 5.1. Developer shall develop the subject property based upon the approved Concept Development Plan (Exhibit B). The Concept Development Plan may be refined and modified but the general concept of the plans will not be changed without prior formal approval of the County.
  - 5.2. Developer agrees that development, consistent with the Concept Development Plan approved as part of this Agreement and more particularly illustrated in Exhibit B, will be subject to and part of a more specific and more detailed subdivision and/or plan review. Development inconsistent with the Concept Development Plan will not be approved.
  - 5.3. The County will review more detailed development plans and will approve/issue Land Use, Conditional Use, and Building Permits based on compliance with applicable standards found in State Law, the Weber County Zoning Ordinance, Building Code and/or Health Regulations.
  - 5.4. Developer shall incorporate principles of sustainability into the development when practical and feasible. Developer shall demonstrate practicality and feasibility at the time of and within all development review applications.
  - 5.5. Developer shall consider comments made by the State of Utah Division of Wildlife Resources (DWR) at the site plan level of approvals for development per the existing Resource Development Coordinating Committee (RDCC) process including trails and wildlife buffers. DWR comments, eligible for consideration, shall be those submitted prior to a Planning Commission meeting where the related application is being considered for the first time. Reasonable and customary wildlife buffers will be part of the Developer submittals for design review/subdivision applications.

- 5.6. The Developer shall agree to propose a Recreation Facilities Plan as part of any DRR-1 rezone application. The Recreation Facilities Plan shall provide that recreation amenities will be provided commensurate with the level of residential development and consistent with the Recreation Facilities Plan. Two years after any development commences, the Developer shall provide a biennial report to the Planning Division Staff that inventories all existing (constructed) recreation facilities and commercial/residential units to date. The inventory shall include, but not be limited to, the number, type and general location of facilities/units. Recreational facilities and commercial units shall be represented in terms of acreage or square footage, whichever is more appropriate. General location(s) shall be provided in terms of development area as illustrated on the Concept Development Plan. (See Exhibit B)
- 5.7. In connection with the development, the Developer or its successors in interest shall make the following donations to the County, which sums shall be used solely for the benefit of the local community by purchasing and maintaining open lands or other community projects, as determined by the County: i) upon completion and sale of the 1<sup>st</sup> unit, the Developer or its successors in interest shall donate \$100,000; ii) upon completion and sale of the 100th unit, the Developer or its successors in interest shall donate \$100,000; iii) upon completion and sale of the 1,000th unit, the Developer or its successors in interest shall donate \$350,000; (iv) upon completion and sale of the 2,000<sup>th</sup> unit, the Developer or its successors in interest shall donate \$500,000; and (v) upon completion and sale of the 2,800<sup>th</sup> unit, the Developer or its successors in interest shall donate \$500,000. In the event that Developer establishes permanent open space, public use space, conservation areas or similar community benefits within Powder Mountain or the surrounding area the County will consider applying the value of the land and improvements included in such community benefits as a credit against the amounts to be donated by Developer at the time of the sale of the 1,000<sup>th</sup> unit and thereafter, as set forth above. Failure of the Developer to pay the required donations, in cash or community benefits acceptable to the County, in accordance with the above schedule will be deemed to be sufficient reason for County to deny additional building permits until the donation is received.
- 5.8. Developer agrees that a minimum of 30% of the total proposed project's gross acreage shall be permanently preserved as open space in any development application/plans for any improvements within the project. Open space within the Property is intended to provide and reserve suitable area for active and passive recreation. No dwelling units may be constructed within the open space area. Typical permitted uses within the Project's open space shall include parks, trails, natural unimproved landscaping, skiing and winter sports, golf, play fields, bathrooms and kiosks, snow safety and skier service facilities, and other support recreation activities. If Developer proceeds to submit an application for DRR-1 rezone then section 44-2 (9) Open Space shall apply.
- 5.9. The Parties agree to allow golf course development to one 18 hole golf course that will substantially preserve the natural landscape characteristics by incorporating a design type that utilizes native vegetation and limits large formal turf landscapes.
- 5.10. Developer agrees that all construction will utilize best management practices. Final site plan applications made to Weber County shall be accompanied by a summary of the best management practices being utilized.

## 6. Density

- 6.1 Residential density shall not exceed 2,800 units. The number of units will be applied in two density phases. Multiple development phases are anticipated within each density phase.
- 6.2 The Developer shall be entitled to the following density on the following terms and conditions: Phase 1 Density: 1,477 units which may include condominiums, single family lots and homes, hotels, and corporate retreats. Hotel rooms shall count as the equivalent of one-third  $\frac{1}{3}$  of a single family dwelling unit. In other words, a 100 unit hotel would count as 33 units. Condominium units containing lock out rooms that can be separately rented shall be counted as one unit (including the lock out rooms). Commercial development is not included in the unit density number. Following the construction of the first 250 units by the Developer, recreational and commercial uses shall be developed as needed to support the resort. Attached is Table 6.2 that sets forth a summary of the approved Phase 1 Density. Any allowed density that is not used in Phase 1 may be used in later phases of development.

| <b>TABLE 6.2 – PHASE 1 DENSITY AND DESCRIPTION</b>                                                                                                                                           |                                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Type of Use</b>                                                                                                                                                                           | <b>Density Equivalent</b>                                                                                                                                                                           |
| Single-Family Dwelling                                                                                                                                                                       | 1 unit                                                                                                                                                                                              |
| Multifamily Dwelling                                                                                                                                                                         | 1 unit per dwelling unit                                                                                                                                                                            |
| Hotel Room                                                                                                                                                                                   | .33 unit                                                                                                                                                                                            |
| Commercial Square Footage                                                                                                                                                                    | N/A. Does not count toward unit density. See Total Project Density below.                                                                                                                           |
| Corporate Retreats                                                                                                                                                                           | N/A. Does not count toward unit density. Max 3 corporate retreats with a combined number of rooms not to exceed 36 for Project unless traded per Section 6.4. Each room after 36 counts as .3 unit. |
| <b>TOTAL PHASE 1 DENSITY PERMITTED:</b>                                                                                                                                                      | <b>1,477 residential units</b>                                                                                                                                                                      |
| Workforce housing units shall not be counted toward density of the Project regardless of where it is located, as provided by, and subject to the limitations of, the DRR-1 zoning ordinance. |                                                                                                                                                                                                     |

- 6.3 Phase 2 Density. Upon meeting the requirements specified in 6.2 above and the conditions and benchmarks specified in this Agreement, the Developer shall be entitled to proceed with Phase 2 Density, an additional 1,323 units, which shall include single family dwelling units, multi-family dwelling units, condominiums, and hotel rooms among other uses. Hotels and lock out rooms, shall count as described in 6.3. Attached is Table 6.3 that sets forth the approved Phase 2 Density.

| <b>TABLE 6.3 – PHASE 2 DENSITY AND DESCRIPTION</b> |                           |
|----------------------------------------------------|---------------------------|
| <b>Type of Use</b>                                 | <b>Density Equivalent</b> |
| Single-Family Dwelling                             | 1 unit                    |
| Multifamily Dwelling                               | 1 unit                    |
| Hotel Room                                         | .33 unit                  |

|                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Commercial Square Footage                                                                                                                                                                                                                                       | N/A. Does not count toward unit density. See Total Project Density below.                                                                                                                           |
| Corporate Retreats                                                                                                                                                                                                                                              | N/A. Does not count toward unit density. Max 3 corporate retreats with a combined number of rooms not to exceed 36 for Project unless traded per Section 6.4. Each room after 36 counts as .3 unit. |
| <b>TOTAL PHASE 2 DENSITY PERMITTED:</b>                                                                                                                                                                                                                         | <b>1,323 residential units</b>                                                                                                                                                                      |
| <b>TOTAL PROJECT DENSITY PERMITTED: 2,800 residential units</b><br>Workforce housing units shall not be counted toward density of the Project regardless of where it is located, as provided by, and subject to the limitations of, the DRR-1 zoning ordinance. |                                                                                                                                                                                                     |

- 6.4 The first 36 corporate retreat rooms shall not count against the Project's density entitlement. Additional corporate retreats may be added, however, such additional corporate retreat rooms will count towards the density limitations and each corporate retreat room shall count as .3 unit for density purposes.
- 6.5 A Workforce Housing Plan shall be presented and reviewed and a recommendation made by the Planning Commission and approved by the County Commission as part of any request for change in the concept development plan for the Project after the first 250 units, or as part of a rezone application to DRR-1. This plan shall comply with the requirements set forth in Section 44-7 of the DRR-1 Zone. The Workforce Housing Units shall be in addition to the allowed density limitations set forth in Section 6.1, as provided by, and subject to the limitations of, the DRR-1 zoning ordinance.
- 6.6 After development of the first 250 units, the Developer shall evaluate the wastewater treatment facility capacity in relation to the timing for future demand and submit to the County a plan for wastewater treatment beyond the first 250 units. Subject to compliance with applicable federal, state and local regulations, Developer may provide for wastewater treatment through: (i) continuation of the use of existing permitted wastewater treatment facilities for some period of time, (ii) expansion of the existing treatment facility or construction of a new wastewater treatment facility approved by Utah DEQ/DWQ within the resort boundary, (iii) negotiation of a wastewater treatment and reuse agreement with an existing wastewater treatment facility, or (iv) identify an alternative site suitable for a new wastewater treatment facility. In the event that a new treatment facility is constructed within the resort boundary, such facility shall be approved by Utah DEQ and the County Health Department to provide a level of effluent quality that will allow the re-use of treated water for snowmaking, aquifer recharge, and irrigation of fields, forests, golf course and/or landscaping. The total number of dwellings and supporting buildings shall be limited by the provision of the necessary water, sewer and other utility infrastructure to support such development. No development shall be allowed unless Developer demonstrates the ability to provide water, sewer and other necessary infrastructure in accordance with state laws, rules and regulations and county ordinances.



## 7. Traffic Mitigation

- 7.1. Upon the completion of Phase 1, County shall issue a scoping letter and the Developer shall pay for a traffic safety/impact study by an entity acceptable to the Parties (the "Traffic Study" or "Study"). The Study shall address the existing access road for the Property and shall make recommendations for improvements to the existing access road and related safety issues, including but not limited to guard rails, additional signage, flashing lights in dangerous areas, and runaway ramps. The Parties shall forward the Study to the Utah Department of Transportation ("UDOT") and actively seek UDOT's implementation of the Study's recommendations. The study shall also determine whether a secondary access is necessary for emergency purposes and/or general use and provide cost estimates for both improvements to the "Powder Mountain Road" and the secondary access.
- 7.2. The Developer shall present a transit plan with an implementation methodology that may include but not be limited to:
  - A. Airport shuttle.
  - B. Complimentary on and offsite transit service.
  - C. Park and Ride provided in Ogden City or other approved Wasatch Front location.
  - D. Mandatory employee shuttle originating from Wasatch Front.
 This Plan is to be presented and approved prior to or in conjunction with any site plan/subdivision submittal.
- 7.3. Developer agrees that air transportation into the Resort and Resort air operations will comply with the standards and requirements for heliports in the Ogden Valley. Heliports are allowed only in the DRR-1 and F-40 Zones, subject to applicable standards and requirements. "Resort air operations" refers to those aerial operations vital to construction and management of the resort, i.e., lift installation and avalanche control.
- 7.4. The Parties will work together collectively and with local residents to set reasonable limitations on construction traffic to provide a safe working environment on the existing access road and surrounding roads. These limitations will be presented to the Planning Commission for approval prior to or in conjunction with any site plan/subdivision submittal. Developer shall make reasonable accommodations to ease construction traffic, such as placing staging areas in appropriate areas and providing lower level parking areas and shuttles for construction workers.

## 8. Reinvestment Fee Covenant

- 8.1. Developer shall adopt and record a reinvestment fee covenant that complies with the requirements of the Utah State Code for such covenants.

## 9. Default and Enforcement

- 9.1. The Developer acknowledges that the County's granting of this rezoning outlined herein is contingent upon the Developer proceeding expeditiously with the implementation of its development plan. The County acknowledges that the development of the Property will occur in phases over an extended period of time. Nevertheless, in the event that the Developer does not begin construction of its first phase of improvements within three years following the Effective Date, as evidenced by Developer submitting a complete building permit application and paying all applicable fees for the construction of any

portion of the Phase 1 improvements, the County shall have the right to process a rezone of the Property to reinstate the zoning classifications of the Property to those that existed immediately prior to the Effective Date.

- 9.2. The following conditions, occurrences and/or actions will constitute a default by the Developer, his assigns and/or his successors in interest:
  - 9.2.1. The failure of the Developer to dismiss (Appellate Case No.20090897) and withdraw the Incorporation Petition within thirty (30) days following the Effective Date of this Agreement.
  - 9.2.2. Failure to present a detailed development plan, gain County approval and obtain Land Use/Conditional Use and Building Permits and commence construction within the manner of time specified in Section 9.1 of this Agreement.
- 9.3. In the event that any of the conditions constituting default, by the Developer (including his assigns or successors in interest) occur, the County may examine the reasons for the default and at its discretion, modify the terms of this Agreement, approve a change to the Concept Development Plan or initiate steps to revert the zoning designation to its former zones.
- 9.4. In the event that legal action is required in order to enforce the terms of this Agreement, the prevailing party shall be entitled to receive reimbursement, from the faulting party, for attorney's fees and other associated costs incurred while enforcing this Agreement.
- 9.5. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned or transferred to any other party, individual or entity without assigning also the responsibilities arising hereunder.
- 9.6. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid the remainder of the Agreement shall remain in full force.
- 9.7. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the Parties hereto nor any rights or benefits to third parties, except as expressly provided herein.
- 9.8. This Agreement contains the entire Agreement between the Parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the Parties hereto.
- 9.9. The Exhibits to the Agreement are incorporated herein by the reference to them in the Agreement.
- 9.10. Any notices, requests, or demands required or desired to be given hereunder shall be in writing and shall be delivered personally to the party for whom intended, or, if mailed be certified mail, return receipt requested, postage prepaid to the Parties as follows:

For Western America Holding:  
 Pronaia Capital Partners LTD  
 PMB#449  
 2753 E. Broadway Rd. Ste. 101  
 Mesa, AZ 85204-1573

For Weber County:  
Weber County Planning Division  
2380 Washington Blvd., Suite 240  
Ogden, UT 84401

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

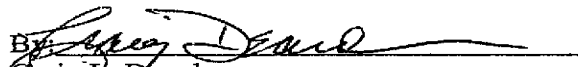
10. Exhibits

- A. Property Description
- B. Concept Development Plan and Conceptual Phase 1 Land Use Plan
- C. Proposed Zoning Map

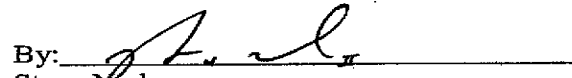
**IN WITNESS WHEREOF**, the Parties hereto, having been duly authorized, have executed this Agreement to be effective upon date of approval.

Approved by the Parties herein undersigned this 13 day of November, 2012

**Weber County Corporation**  
"County"

By:   
Craig L. Dearden  
Chair, Weber County Commission

**Western America Holding, LLC**  
"Developer"

By:   
Steve Nielsen  
Representative, Western America Holding, LLC

**ATTEST:**

  
Ricky D. Hatch, CPA  
Weber County Clerk/Auditor

CORPORATE ACKNOWLEDGMENT

State of Utah, AZ )  
 )ss  
 County of Weber Maricopa )

On this 28th day of November, in the year 2012, before me, H. Dennis Pierce  
 a Notary Public in and for the State, personally appeared, Steve Nielsen proved, on the  
 basis of satisfactory evidence, to be the Representative of Western America Holding, LLC  
 corporation which executed the foregoing instrument, and that said instrument was signed on  
 behalf of said corporation by authority of a Resolution of its Board of Directors that said  
 corporation executed the same.

Witness my hand and official seal.

H. Dennis Pierce  
 Notary Public



APPROVED AS TO FORM:

[Signature]  
 Weber County Attorney

09/13/12  
 Date



March 26, 2026

Powder Haven  
Prado Phase 3

Ogden Valley Township Planning Commission  
2380 Washington Blvd., Suite 240  
Ogden, Utah 84401

*Re: Commitment to provide culinary water and sanitary sewer services for the Prado at Powder Mountain Subdivision Phase 3*

---

**CAPACITY ASSESSMENT LETTER**

This capacity assessment letter is issued by the Powder Mountain Water and Sewer Improvement District (the "District"), in connection to a certain real estate project proposed to be developed by Powder Haven

The District confirms that it has adequate capacity to provide water and sewer services to serve seventeen (17) Equivalent Residential Units ("ERUs") in connection with the Prado Phase 3 (three) plat, requested by Powder Haven.

Building permits shall not be issued without final approval by the district. Final approval is subject to meeting all applicable requirements of the district and payment of all applicable fees.

The district's commitment set forth in this letter is effective as of the date of this letter.

**POWDER MOUNTAIN WATER AND  
SEWER IMPROVEMENT DISTRICT**

By:   
Andrew Stark-Chairman



## Exhibit D

DRAFT - Subject: Powder Mountain Emergency Evacuation Plan

As Powder Mountain continues to build-out the DRR-1 master plan, ensuring the safety of all individuals on the mountain during an evacuation situation is essential. The attached emergency evacuation plan outlines clear routes for ingress and egress and assembly points (for refuge). This plan will be regularly reviewed and updated as new conditions develop.

This emergency evacuation plan will be distributed to our operations teams, property owners, and the HOA. Operations and HOA teams will have access to the map online and post hard copy versions in highly visible exit/entry employee locations.

The resort monitors winter weather alerts and forecasts to be prepared for severe storms. The Resort team can initiate appropriate emergency responses and provide guests with clear directions during an emergency. In the event of an impending significant weather event, the resort can communicate with guests and property owners to provide information, guidance, and recommended safety measures. Clear and timely communication will ensure that everyone is well-informed and prepared. Depending on the nature of the significant weather or other emergency event, the resort may implement shelter-in-place protocols or evacuate guests to designated safe areas. Our resort-wide comprehensive plans ensure that all on mountain individuals are moved to secure locations if necessary.



EMERGENCY EVACUATION MAP

LEGEND:

- SAFE ZONE
- SKI LIFTS
- EMERGENCY ROAD ACCESS
- PRIMARY ROAD

SUNDOWN

TIMBERLINE

HIDDEN LAKE

VILLAGE

IN CASE OF FIRE/EMERGENCY CALL : 911

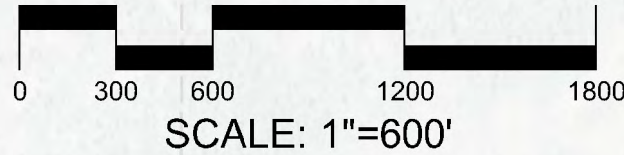
FOR EVACUATION:

DEPART IMMEDIATELY AS DIRECTED TO EDEN VIA MAIN ROADS. YOU WILL BE INFORMED IF AN EMERGENCY ROAD ACCESS ROUTE NEEDS TO BE UTILIZED. IF EXIT ROAD IS NOT AN OPTION, PROCEED TO YOUR DESIGNATED SAFE ZONE (NOTE: A **SAFE ZONE IS NOT AN EXIT**, IT IS AN AREA TO MEET UNTIL ASSISTANCE ARRIVES AND IS USED ONLY WHEN EXIT ROADS ARE NOT AN OPTION).

**NO SMOKING** WITHIN POWDER MOUNTAIN REGION EXCEPT IN DESIGNATED SMOKING AREAS.

EMERGENCY PHONE NUMBERS:

|                                         |                     |
|-----------------------------------------|---------------------|
| MEDICAL EMERGENCY                       | 911                 |
| FIRE EMERGENCY                          | 911                 |
| LAW ENFORCEMENT EMERGENCY               | 911                 |
| WEBER COUNTY SHERIFF                    | 801-778-6602        |
| WEBER FIRE DISTRICT                     | 801-395-8221        |
| INTERMOUNTAIN HEALTH MCKAY-DEE HOSPITAL | 801-387-2800        |
| POWDER MOUNTAIN EMERGENCY DISPATCH      | 801-745-3772 EXT. 3 |
| UTAH AVALANCHE INFORMATION              | 888-999-4019 EXT.1  |



MAP DATE:AUGUST 8, 2024



POWDER MOUNTAIN

Enclave At Powder Mountain (1 - single family residential lot)





# Staff Report to the Western Weber Planning Commission

Weber County Planning Division

## Synopsis

### Application Information

**Application Request:** Consideration and action on a request for final approval of the Navy Meadows Phase 1 Subdivision (25 lots).  
**Agenda Date:** Wednesday, September 02, 2026  
**Applicant:** Doug Hamblin  
**File Number:** LVN082626

### Property Information

**Approximate Address:** 3900 West 3300 South  
**Project Area:** 11.3 acres  
**Zoning:** R1-15  
**Existing Land Use:** Vacant  
**Proposed Land Use:** Residential  
**Parcel ID:** 15-089-0001, 15-087-0009,  
**Township, Range, Section:** 6N 2W Sec 33

### Adjacent Land Use

**North:** Agriculture

**South:** Agriculture

**East:** Residential, Agriculture

**West:** Agriculture

### Staff Information

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

## Applicable Ordinances

- Weber County Land Use Code Title 106 (Subdivisions)
- Weber County Land Use Code Title 104 (Zones) Chapter 12 (Residential Zone)

## Development History

On June 11, 2024 the Weber County Commission approved the Navy Meadows development agreement and rezone ordinance. The development agreement standards are included in Exhibit G.

On January 14, 2025, the Weber County Planning Commission granted preliminary approval of Navy Meadows Phases 1 through 10.

1. Taylor West Weber Water District shall provide a capacity assessment letter before final recommendation from the Planning Division  
Preliminary approval is due to expire soon, in the interest of time, the developer requests final administrative approval from the Planning Director with the condition that the final will-serve letter will be included before recording.
2. Hooper Irrigation shall provide a capacity assessment letter before final recommendation from the Planning Commission.  
Preliminary approval is due to expire soon; in the interest of time, the developer requests final administrative approval from the Planning Director with the condition that the final will-serve letter will be included before recording.
3. The entire development must be annexed into the sewer district. Annexation for each phase must be complete before the subdivision plat is recorded.  
Annexation is complete.
4. Approval from the Parks District is required before each phase is recorded.

The Park District sent the planning office a letter confirming their full support of the Navy Meadows Phase one plan.

5. The civil drawings shall include pathways, open space improvements, public right-of-way improvements, pathway street crossing improvements, and the block wall on 3300 South.

These are satisfied. The civil plans will need to specify what type of solid wall is used.

6. The developer shall enter into an improvements guarantee for all applicable subdivision improvements for each phase.

This will be completed following final approval and before recording.

7. The street cross section for a 60' ROW shall have 5' sidewalks on both sides and the sidewalks shall be 6' in depth.

The construction drawings show this is complete.

8. The park east of Road C must be installed along with any two phases east of Road C and the park west of Road C must be installed along with any one phase completed west of Road C.

Phase 1 includes the park area within the subdivision boundary.

9. All associated improvements and access for each phase must be completed with the construction of said phase.

Access to this phase is made to comply with Fire District requirements for Road Remoteness with one public 66' wide access and one private 26' access. Both are from 3300 South Street.

10. An additional pathway shall be included on the east side of the development similar to what is shown on the concept plan.

The latest civil drawings depict the pathway on the east side parallel to the concrete Hooper canal

## Background and Summary

The applicant is requesting final approval of the Navy Meadows Phase 1 Subdivision with 25 single-family lots. This proposal would plat the patio home portion of the Navy Meadows Development with a 4.5-acre space for a public park that will be constructed by the developer, then deeded to the Taylor West Weber Park District. Contributions to the Western Weber Parks District include roughly five acres of open space along the Hooper Slough and roughly five acres of park open space complete with parking, sport courts, perimeter pathway, turf grass landscaping, and other park amenities.

The 66' neighborhood collector street (3900 West) and the 80' arterial street (3300 South) within the development are designed in alignment with the Weber County General Plan. The 26' wide patio home streets will be made private with 22' of asphalt and two-foot rolled gutters on each side, bringing the total improvement width to 26'.

This development is designed to optimize traffic and pedestrian circulation with a connection to additional phases.

The amount of traffic increasing with each phase necessitates the submittal of a traffic Impact analysis included in the report as Exhibit E. The general findings of the traffic study can be found in the analysis portion of this report.

## Analysis

General Plan: The Western Weber General encourages development patterns that would result in a mix of housing types available to families and individuals in various phases of life and income levels. The proposal will help further the housing goals General Plan by providing single-family lots, patio homes lots, and townhome lots.

Zoning: The subject property is located in the Residential R1-15.

The purpose and intent of the R1-15 zone are identified in the LUC §104-12 as:

"The purpose of the R1 zone is to provide regulated areas for Single-Family Dwelling uses at four different low-to-medium density levels. The R1 zone includes the R1-15, R1-12, R1-10, and R1-5 zones. Any R-1-12 and R-1-10 zones shown on the zoning map or elsewhere in the Land Use Code are references to the R1-12 and R1-10 zones, respectively."

Lot area, frontage/width, and yard regulations: The Site Development Standards from Section 104-12-5.010 require a minimum of 15,000 SF or 2.9 units per acre. This development maximizes the density of 72.6 acres with a maximum of 210 units. While townhomes and lot sizes of less than 6,000 SF are not permitted in the R1-15 zone, the development agreement associated with the rezone allows the inclusion of townhomes and patio homes.

Culinary water: The Taylor West Weber Water District will provide culinary water to the Navy Meadows development. The preliminary letter contains many conditions that must be satisfied before the district will provide water. The preliminary subdivision requirements are largely satisfied, with the remaining items listed as conditions of final approval. The developer will provide the final will-serve letter following the administrative approval meeting.

**Pressurized Irrigation water:** The Hooper Irrigation Company will provide all of the lots and units within the Navy Meadows Subdivision with pressurized irrigation water intended for outdoor watering.

*“There are sufficient shares affiliated with the property to connect to the secondary water pressurized system for the building lots and the shares are in good standing.”*

**Sanitary Sewage Services:** Central Weber Sewer District will serve the sanitary sewer treatment services to the Navy Meadows subdivision. Annexation into the District Boundary is complete. The Developer is working with the Weber County Engineering Department to finalize an agreement with West Haven City to allow for a sewer line easement and sewer line through several small portions of city ROW.

**Traffic Study:** A Traffic Study prepared by Reeve and Associates is included with this proposal to present statistical-based impacts associated with this residential development with three accesses to 3300 South. Intersections at 3300 S & 3500 W and 3300 S & 4700 W “will require traffic signals in the future existing conditions. Deceleration lanes for the left and right turns into the development will be favorable for the flow of traffic on 3300 South.”

**Additional Standards:** Residential landscaping standards from section 108-7-12 apply to each lot within this development. The parks and open space standards from the development agreement found in section 8.6 shall be executed with each phase of the development.

At least five townhouse units shall be reserved to qualify for affordable housing under the direction of the Weber County Housing Authority.

**Review Agencies:** The subdivision application will be required to comply with all review agency requirements. Planning and Engineering have posted final comments that will be addressed by a revised plat. The County Surveyor’s office will post review comments to the final plat. The Weber Fire District will require that the construction drawings show locations of the fire hydrants.

## **Staff Recommendation**

Staff recommends final approval of Navy Meadows Subdivision Phase 1 consisting of 25 single-family lots. This recommendation is based on the review agency requirements and the following conditions:

1. Final will-serve letters from Hooper Irrigation Company and Taylor West Weber Water District are included before the subdivision plat is recorded.
2. The civil drawings shall specify the type of street wall to comply with Section 8.3.4.2. of the development agreement.
3. The developer shall enter into an improvements guarantee for all applicable subdivision improvements.

The following findings are the basis for the staff recommendation:

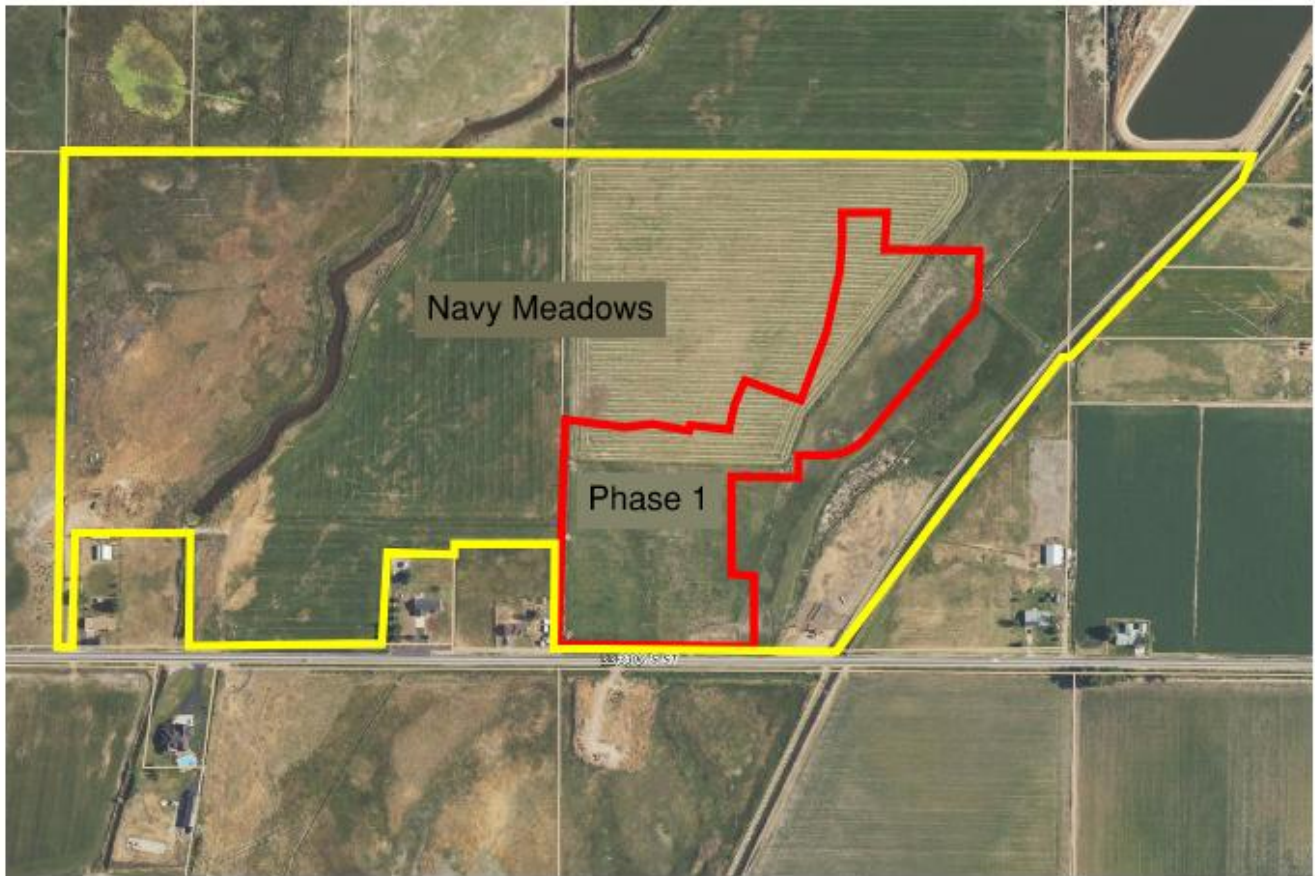
1. Navy Meadows Phase 1 conforms to the West Central Weber County General Plan.
2. The lot area and width design are compatible with the concept plan and development agreement.
3. The proposal will not be detrimental to public health, safety, or welfare.
4. The proposal will not deteriorate the environment of the general area to negatively impact surrounding properties and uses.

## **Exhibits**

- A. Navy Meadows Subdivision Phase 1 (final plat)
- B. Phasing Plan
- C. Taylor West Weber Water will-serve letter
- D. Hooper Irrigation letter
- E. Recorder’s plat showing Sewer Annexation
- F. Development Agreement Standards and Concept Plan



## Area Map





A

## NAVY MEADOWS SUBDIVISION PHASE 1

PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY  
WEBER COUNTY, UTAH  
JULY, 2026



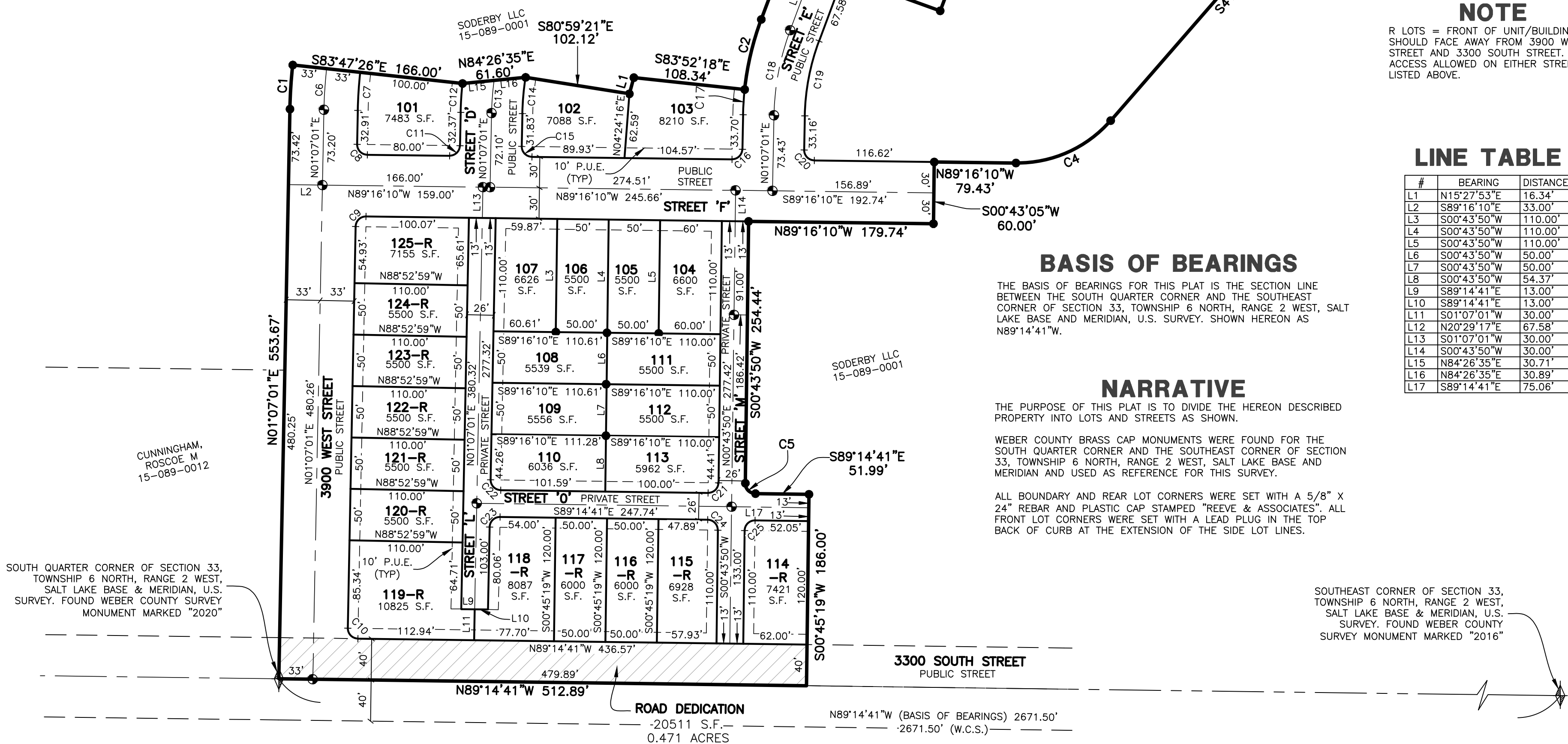
VICINITY MAP  
NO SCALE

## CURVE TABLE

| CURVE | RADIUS  | ARC LTH | CHD LTH | CHD BEARING | DELTA     |
|-------|---------|---------|---------|-------------|-----------|
| C1    | 483.00' | 42.93'  | 42.91'  | S03°39'47"W | 5°05'32"  |
| C2    | 280.00' | 70.17'  | 69.99'  | S13°18'30"W | 14°21'34" |
| C3    | 120.00' | 84.23'  | 82.51'  | N20°54'45"E | 40°13'00" |
| C4    | 120.00' | 104.11' | 100.88' | N65°52'32"E | 49°42'35" |
| C5    | 10.00'  | 15.78'  | 14.19'  | S44°03'50"E | 90°25'11" |
| C6    | 450.00' | 40.00'  | 39.98'  | S03°39'47"W | 5°05'32"  |
| C7    | 417.00' | 37.06'  | 37.05'  | S03°39'47"W | 5°05'32"  |
| C8    | 10.00'  | 15.78'  | 14.19'  | S44°04'34"E | 90°23'11" |
| C9    | 10.00'  | 15.64'  | 14.09'  | S45°55'26"E | 89°36'49" |
| C10   | 10.00'  | 15.77'  | 14.19'  | S44°03'50"E | 90°21'43" |
| C11   | 10.00'  | 15.64'  | 14.09'  | N45°55'26"E | 89°36'49" |
| C12   | 317.00' | 28.17'  | 28.17'  | S03°39'47"W | 5°05'32"  |
| C13   | 287.00' | 31.77'  | 31.76'  | S04°17'18"E | 6°20'54"  |
| C14   | 257.00' | 35.41'  | 35.38'  | S05°03'50"W | 7°53'38"  |
| C15   | 10.00'  | 15.78'  | 14.19'  | S44°04'34"E | 90°23'11" |
| C16   | 10.00'  | 15.64'  | 14.09'  | N45°55'26"E | 89°36'49" |
| C17   | 280.00' | 24.49'  | 24.48'  | S03°37'22"W | 5°00'41"  |
| C18   | 250.00' | 84.52'  | 84.12'  | S10°48'09"W | 19°22'15" |
| C19   | 220.00' | 74.38'  | 74.03'  | S10°48'09"W | 19°22'15" |
| C20   | 10.00'  | 15.78'  | 14.19'  | S44°04'34"E | 90°23'11" |
| C21   | 10.00'  | 15.71'  | 14.15'  | N45°44'34"E | 90°01'29" |
| C22   | 10.00'  | 15.77'  | 14.19'  | S44°03'50"E | 90°21'43" |
| C23   | 10.00'  | 15.64'  | 14.10'  | S45°56'10"W | 89°38'17" |
| C24   | 10.00'  | 15.70'  | 14.14'  | N44°15'26"W | 89°58'31" |
| C25   | 10.00'  | 15.71'  | 14.15'  | S45°44'33"W | 90°01'30" |

## ADDRESS TABLE

| LOT#  | ADDRESS    |
|-------|------------|
| 101   | XXXXXXXXXX |
| 102   | XXXXXXXXXX |
| 103   | XXXXXXXXXX |
| 104   | XXXXXXXXXX |
| 105   | XXXXXXXXXX |
| 106   | XXXXXXXXXX |
| 107   | XXXXXXXXXX |
| 108-R | XXXXXXXXXX |
| 109-R | XXXXXXXXXX |
| 110-R | XXXXXXXXXX |
| 111-R | XXXXXXXXXX |
| 112-R | XXXXXXXXXX |
| 113-R | XXXXXXXXXX |
| 114-R | XXXXXXXXXX |
| 115-R | XXXXXXXXXX |
| 116-R | XXXXXXXXXX |
| 117-R | XXXXXXXXXX |
| 118-R | XXXXXXXXXX |
| 119-R | XXXXXXXXXX |
| 120-R | XXXXXXXXXX |
| 121-R | XXXXXXXXXX |
| 122-R | XXXXXXXXXX |
| 123-R | XXXXXXXXXX |
| 124-R | XXXXXXXXXX |
| 125-R | XXXXXXXXXX |



## BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SECTION LINE BETWEEN THE SOUTH QUARTER CORNER AND THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SHOWN HEREON AS N89°14'41"W.

## NARRATIVE

THE PURPOSE OF THIS PLAT IS TO DIVIDE THE HEREON DESCRIBED PROPERTY INTO LOTS AND STREETS AS SHOWN.

WEBER COUNTY BRASS CAP MONUMENTS WERE FOUND FOR THE SOUTH QUARTER CORNER AND THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND USED AS REFERENCE FOR THIS SURVEY.

ALL BOUNDARY AND REAR LOT CORNERS WERE SET WITH A 5/8" X 24" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES". ALL FRONT LOT CORNERS WERE SET WITH A LEAD PLUG IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.

SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY. FOUND WEBER COUNTY SURVEY MONUMENT MARKED "2016"

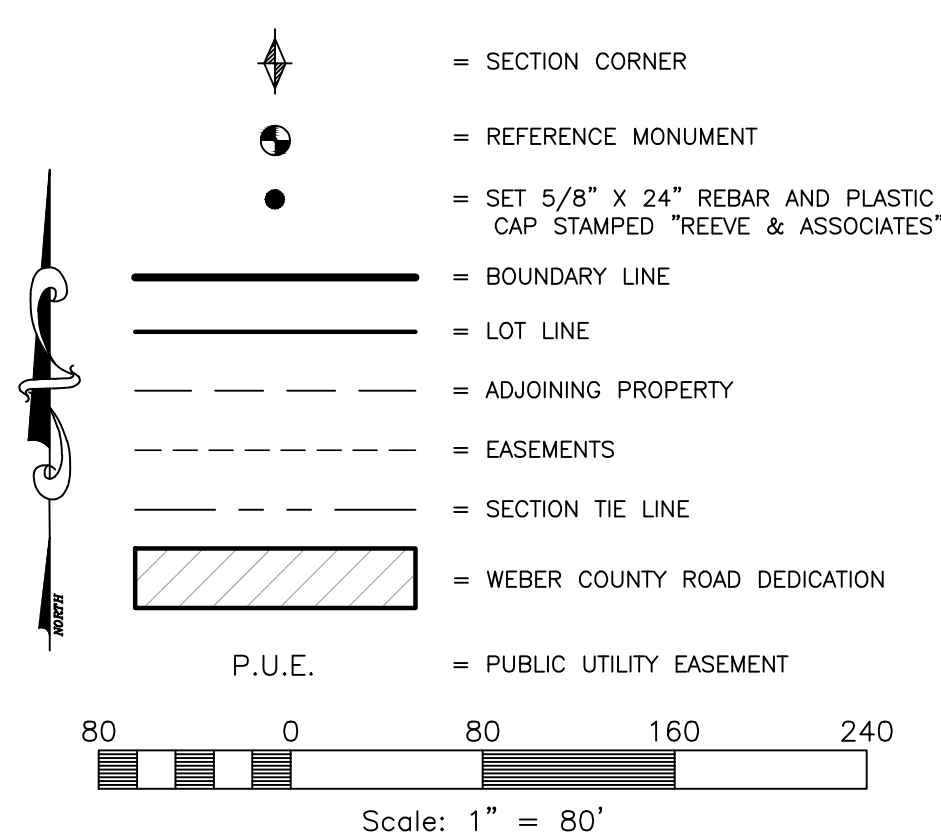
## LINE TABLE

| #   | BEARING     | DISTANCE |
|-----|-------------|----------|
| L1  | N15°27'53"E | 16.34'   |
| L2  | S89°16'10"E | 33.00'   |
| L3  | S00°43'50"W | 110.00'  |
| L4  | S00°43'50"W | 110.00'  |
| L5  | S00°43'50"W | 110.00'  |
| L6  | S00°43'50"W | 50.00'   |
| L7  | S00°43'50"W | 50.00'   |
| L8  | S00°43'50"W | 54.37'   |
| L9  | S89°14'41"E | 13.00'   |
| L10 | S89°14'41"E | 13.00'   |
| L11 | S01°07'01"W | 30.00'   |
| L12 | N20°29'17"E | 67.58'   |
| L13 | S01°07'01"W | 30.00'   |
| L14 | S00°43'50"W | 30.00'   |
| L15 | N84°26'35"E | 30.71'   |
| L16 | N84°26'35"E | 30.89'   |
| L17 | S89°14'41"E | 75.06'   |

## NOTE

R LOTS = FRONT OF UNIT/BUILDING SHOULD FACE AWAY FROM 3900 WEST STREET AND 3300 SOUTH STREET. NO ACCESS ALLOWED ON EITHER STREET LISTED ABOVE.

## LEGEND



## BOUNDARY DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33 (SAID SOUTH QUARTER CORNER BEING SOUTH 89°14'41" EAST 2671.50 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 33); THENCE NORTH 01°07'01" EAST 553.67 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 483.00 FEET, AN ARC LENGTH OF 42.93 FEET, A DELTA ANGLE OF 05°05'32"; A CHORD BEARING OF NORTH 03°39'47" EAST, AND A CHORD LENGTH OF 42.91 FEET; THENCE SOUTH 83°47'26" EAST 166.00 FEET; THENCE NORTH 84°26'35" EAST 61.60 FEET; THENCE SOUTH 80°59'21" EAST 102.12 FEET; THENCE NORTH 15°27'53" EAST 16.34 FEET; THENCE SOUTH 83°52'18" EAST 108.34 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 280.00 FEET, AN ARC LENGTH OF 70.17 FEET, A DELTA ANGLE OF 14°21'34"; A CHORD BEARING OF NORTH 13°18'30" EAST, AND A CHORD LENGTH OF 69.99 FEET; THENCE NORTH 20°29'17" EAST 67.58 FEET; THENCE SOUTH 69°30'43" EAST 60.00 FEET; THENCE SOUTH 70°08'13" EAST 100.01 FEET; THENCE NORTH 20°29'17" EAST 120.00 FEET; THENCE NORTH 18°56'35" EAST 64.64 FEET; THENCE NORTH 15°14'51" EAST 65.19 FEET; THENCE NORTH 11°31'22" EAST 65.19 FEET; THENCE NORTH 04°04'26" EAST 65.19 FEET; THENCE NORTH 07°47'54" EAST 65.19 FEET; THENCE NORTH 04°04'26" EAST 65.19 FEET; THENCE NORTH 01°15'48" EAST 71.60 FEET; THENCE SOUTH 89°30'28" EAST 118.19 FEET; THENCE SOUTH 00°45'18" WEST 100.15 FEET; THENCE SOUTH 89°30'28" EAST 120.00 FEET; THENCE SOUTH 89°14'42" EAST 129.91 FEET; THENCE SOUTH 00°48'15" WEST 107.30 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 120.00 FEET, AN ARC LENGTH OF 84.23 FEET, A DELTA ANGLE OF 40°13'00"; A CHORD BEARING OF SOUTH 20°54'45" WEST, AND A CHORD LENGTH OF 82.51 FEET; THENCE SOUTH 41°01'15" WEST 254.44 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 120.00 FEET, AN ARC LENGTH OF 104.11 FEET, A DELTA ANGLE OF 49°42'35"; A CHORD BEARING OF SOUTH 65°52'32" WEST, AND A CHORD LENGTH OF 100.88 FEET; THENCE NORTH 89°16'10" WEST 79.42 FEET; THENCE SOUTH 00°43'50" WEST 60.00 FEET; THENCE NORTH 89°16'10" WEST 179.74 FEET; THENCE SOUTH 00°43'50" WEST 254.44 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 15.78 FEET, A DELTA ANGLE OF 90°25'11"; A CHORD BEARING OF SOUTH 44°28'50" EAST, AND A CHORD LENGTH OF 14.19 FEET; THENCE SOUTH 89°14'41" EAST 51.99 FEET; THENCE SOUTH 00°45'19" WEST 186.00 FEET; THENCE NORTH 89°14'41" WEST 512.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 493,453 SQUARE FEET OR 11.328 ACRES.

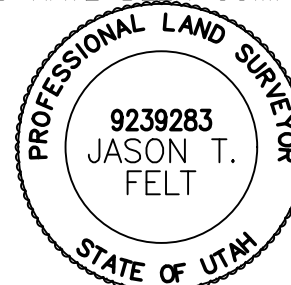
## SURVEYOR'S CERTIFICATE

I, **JASON T. FELT**, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-73-507 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF **NAVY MEADOWS SUBDIVISION PHASE 1** IN **WEBER COUNTY, UTAH**, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE **WEBER COUNTY** RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND. I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF **WEBER COUNTY** CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

9239283

UTAH LICENSE NUMBER



## OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS PUBLIC STREETS AND PRIVATE STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT **NAVY MEADOWS SUBDIVISION PHASE 1**, AND DO HEREBY DEDICATE TO PUBLIC USE ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS PUBLIC STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES AND DO HEREBY DEDICATE THE AREAS SHOWN HEREON AS PRIVATE STREETS, PRIVATE UTILITY, STORM WATER DETENTION PONDS, AND DRAINAGE EASEMENTS AS PUBLIC UTILITY AND DRAINAGE EASEMENTS AND ALSO DO GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PUBLIC UTILITY, STORM WATER DETENTION PONDS DRAINAGE EASEMENTS AND CANAL MAINTENANCE EASEMENT, THE SAME TO BE USED FOR THE INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, STORM DRAINAGE FACILITIES, IRRIGATION CANALS OR FOR THE PERPETUAL PRESERVATION OF WATER CHANNELS IN THEIR NATURAL STATE, WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS AND DO HEREBY GRANT A TEMPORARY TURN AROUND EASEMENT AS SHOWN HEREON TO BE USED BY THE PUBLIC UNTIL SUCH TIME THAT THE ROAD IS EXTENDED. THE TEMPORARY TURN AROUND EASEMENT SHALL BE REVOKED AND NULLIFIED AT THE EVENT OF THE EXTENSION OF THE ROAD WITHOUT FURTHER WRITTEN DOCUMENT AND DO HEREBY DEDICATE PARCEL 'A' TO TAYLOR WEST WEBER PARK DISTRICT TO BE OWNED AND MAINTAINED BY THE SAME.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

## ACKNOWLEDGMENT

STATE OF UTAH )ss.  
COUNTY OF \_\_\_\_\_ )

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, \_\_\_\_\_ (AND) \_\_\_\_\_, SIGNER(S) OF THE ABOVE OWNER'S DEDICATION AND CERTIFICATION, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME \_\_\_\_\_ SIGNED IT FREELY, VOLUNTARILY, AND FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

## ACKNOWLEDGMENT

STATE OF UTAH )ss.  
COUNTY OF \_\_\_\_\_ )

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, \_\_\_\_\_ (AND) \_\_\_\_\_, BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE \_\_\_\_\_ AND \_\_\_\_\_ OF SAID CORPORATION AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

## Project Info.

Surveyor: J. FELT  
Designer: E. ROCHE  
Begin Date: 2-10-25  
Name: NAVY MEADOWS PHASE 1  
Number: 3442-A56  
Revision: 1  
Scale: 1"=80'  
Checked:



## DEVELOPER

HAMBLIN INVESTMENTS  
P.O. BOX 625  
ROY, UT. 84067

## WEBER COUNTY PLANNING COMMISSION APPROVAL

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED BY THE WEBER COUNTY PLANNING COMMISSION. SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CHAIRMAN, WEBER COUNTY PLANNING COMMISSION

## WEBER COUNTY ENGINEER

I HEREBY CERTIFY THAT THE REQUIRED PUBLIC IMPROVEMENT STANDARDS AND DRAWINGS FOR THIS SUBDIVISION CONFORM WITH THE COUNTY STANDARDS AND THE AMOUNT OF THE FINANCIAL GUARANTEE IS SUFFICIENT FOR THE INSTALLATION OF THESE IMPROVEMENTS.

## WEBER COUNTY COMMISSION ACCEPTANCE

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT, THE DEDICATION OF STREETS AND OTHER PUBLIC WAYS AND FINANCIAL GUARANTEE OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION, THEREON ARE HEREBY APPROVED AND ACCEPTED BY THE COMMISSIONERS OF WEBER COUNTY, UTAH. SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CHAIRMAN, WEBER COUNTY COMMISSION

ATTEST

TITLE

## 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 \_\_\_\_\_, 20\_\_\_\_.

WEBER COUNTY SURVEYOR

## WEBER COUNTY ATTORNEY

I HAVE EXAMINED THE FINANCIAL GUARANTEE AND OTHER DOCUMENTS ASSOCIATED WITH THIS SUBDIVISION PLAT, AND IN MY OPINION THEY CONFORM WITH THE COUNTY ORDINANCE APPLICABLE THERETO AND NOW IN FORCE AND AFFECT. SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

WEBER COUNTY ATTORNEY

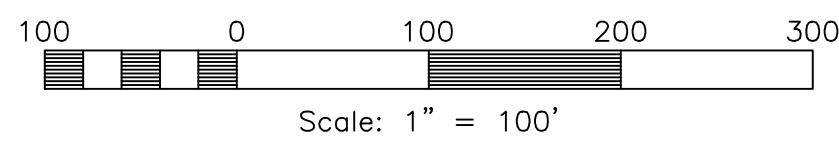
## Weber County Recorder

Entry No. \_\_\_\_\_ Fee Paid \_\_\_\_\_  
At \_\_\_\_\_ Filed For Record \_\_\_\_\_  
And Recorded, \_\_\_\_\_  
At \_\_\_\_\_ In Book \_\_\_\_\_  
Of The Official Records, Page \_\_\_\_\_  
Recorded For: \_\_\_\_\_

Weber County Recorder

Deputy.





- LEGEND**
- = BOUNDARY LINE
  - = LOT LINE
  - - - = ADJOINING PROPERTY

- NOTES**
1. A PORTION OF THE PARK WILL BE BUILT WITH EACH PHASE PER THE RECORDED DEVELOPMENT AGREEMENT.
  2. WITH EACH RECORDED PLAT, THE DEVELOPER AGREES TO INSTALL A PROPORTIONATE AMOUNT OF PARK IMPROVEMENTS PER THE RECORDED DEVELOPMENT AGREEMENT.

# Navy Meadows

Weber County, Utah

Reeve & Associates, Inc.

5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405  
TEL (801) 621-3100 FAX (801) 621-2666 [www.reeve.co](http://www.reeve.co)  
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS  
TRAFFIC ENGINEERS • ENVIRONMENTAL ENGINEERS • LANDSCAPE ARCHITECTS

| REVISIONS | DESCRIPTION |
|-----------|-------------|
| DATE      |             |
|           |             |
|           |             |
|           |             |
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NAVY MEADOWS

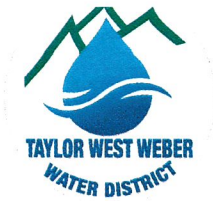
Phasing Plan

PART OF THE SE & SW 1/4 OF SECTION 33, T.6N., R.2W., S.L.B. & M., U.S. SURVEY  
WEBER COUNTY, UTAH

|                      |                     |
|----------------------|---------------------|
| <b>Project Info.</b> |                     |
| Engineer:            | J. NATE REEVE, P.E. |
| Planner:             | C. CAVE             |
| Designer:            | E. ROCHE            |
| Date:                | 7-15-26             |
| Name:                | NAVY MEADOWS        |
| Number:              | 3442-A56            |

|       |        |
|-------|--------|
| Sheet | 1      |
| 1     | Sheets |





**2815 WEST 3300 SOUTH  
WEST HAVEN, UTAH 84401  
801-731-1668**

**August 20, 2026**

Weber County Planning Commission  
2380 Washington Boulevard  
Ogden, Utah 84401

**To Whom It May Concern:**

This letter is to inform you that Taylor West Weber Water Improvement District (“the District”) has the **ability to serve and capacity to provide culinary water only** to the proposed **Navy Acres Subdivision**, located at approximately **3300 South and 4000 West in unincorporated Weber County**. The proposed development consists of approximately **245 units and connections for a park and sewer lift station facilities in 10 phases**.

The District currently has an existing **12-inch culinary water main along 3300 South**. To provide adequate service for the full buildout of the proposed development, the water system will need to be looped into adjacent developments in the vicinity of **4050 West**. The final configuration and sizing of these improvements will be determined through engineering analysis, hydraulic modeling, and detailed plan review to ensure adequate system capacity, pressure, fire flow, and reliability.

**Pressurized secondary water service is required** and must be provided by **Hooper Irrigation Company or Roy Water Conservancy District**, as applicable.

This letter serves only as a **Preliminary Will-Serve Letter**. A concept plan has been provided to the District for preliminary review. Prior to Final Will-Serve and subdivision approval, complete engineered plans must be submitted for review and approval by the District Engineer and the District Board of Trustees. All applicable District standards, requirements, fees, and policies must be satisfied.

**Requirements for Final Will-Serve**

Current requirements and fees include:

- **Plan review and approval**
- **Plan Review Fee:** \$200 per ERU
- **Water Right Impact Fee:** \$7,856 per ERU
- **Required water system looping and other infrastructure improvements** as determined by the District Engineer through hydraulic modeling and plan review
- **Evidence of pressurized secondary water service** from Hooper Irrigation Company or Roy Water Conservancy District, as applicable
- **District Board approval**

**Requirements for Building Permits**

- **Impact/Connection Fee:** \$6,856 per ERU, or the current fee in effect at the time of payment. This fee includes the cost of the meter and six months of construction water.



Taylor West Weber Water Improvement District reserves the right to modify or establish additional service requirements, infrastructure improvements, fees, and conditions based upon engineering review, hydraulic modeling, impact studies, regulatory requirements, changes to the proposed development, or other circumstances identified prior to final approval.

**FINAL SUBDIVISION APPROVAL SHOULD NOT BE ISSUED UNTIL WRITTEN FINAL APPROVAL HAS BEEN PROVIDED BY TAYLOR WEST WEBER WATER IMPROVEMENT DISTRICT.**

This Preliminary Will-Serve Letter does not constitute final approval of the subdivision or its water system improvements. Final approval is subject to completion of all District requirements, approval of the engineered plans, construction of required improvements, and payment of all applicable fees.

Sincerely, 

**Ryan Rogers**  
General Manager  
Taylor West Weber Water Improvement District

**Letter Expires: February 20, 2027**



August 25, 2026

Weber County Planning Commission  
2380 Washington Blvd, 240  
Ogden, Utah 84401

RE: PRELIMINARY WILL SERVE LETTER – Navy Meadows

The Navy Meadows Subdivision is located at approximately 3300 South and 4300 West. The subdivision is in the boundaries of the Hooper Irrigation Company service area. A formal application has been made to our office and an escrow for application has been paid.

The subdivision plat plan has been reviewed by Hooper Irrigation. The preliminary plans have been conditionally approved for the above subdivision phase. The plans are still preliminary and there will be items confirmed prior to final approval of the plans, specifically piping of private ditches and considerations for the Hooper Irrigation Canal which traverses within the boundaries of the proposed subdivision. There are sufficient shares affiliated with the property to connect to the secondary pressurized system for the building lots, and the shares are in good standing.

This development alone is in consideration and guaranteed service, and the plan review are good only for a period of one year from the date of this letter, if not constructed. A final will serve letter will follow this letter after all plans have received final approval, fees have been paid, and water shares have been submitted to Hooper Irrigation.

Hooper Irrigation's specifications are available at the Company office.

If you have questions, please call 801-985-8429.

Michelle Pinkston  
Office Manager  
Board Secretary

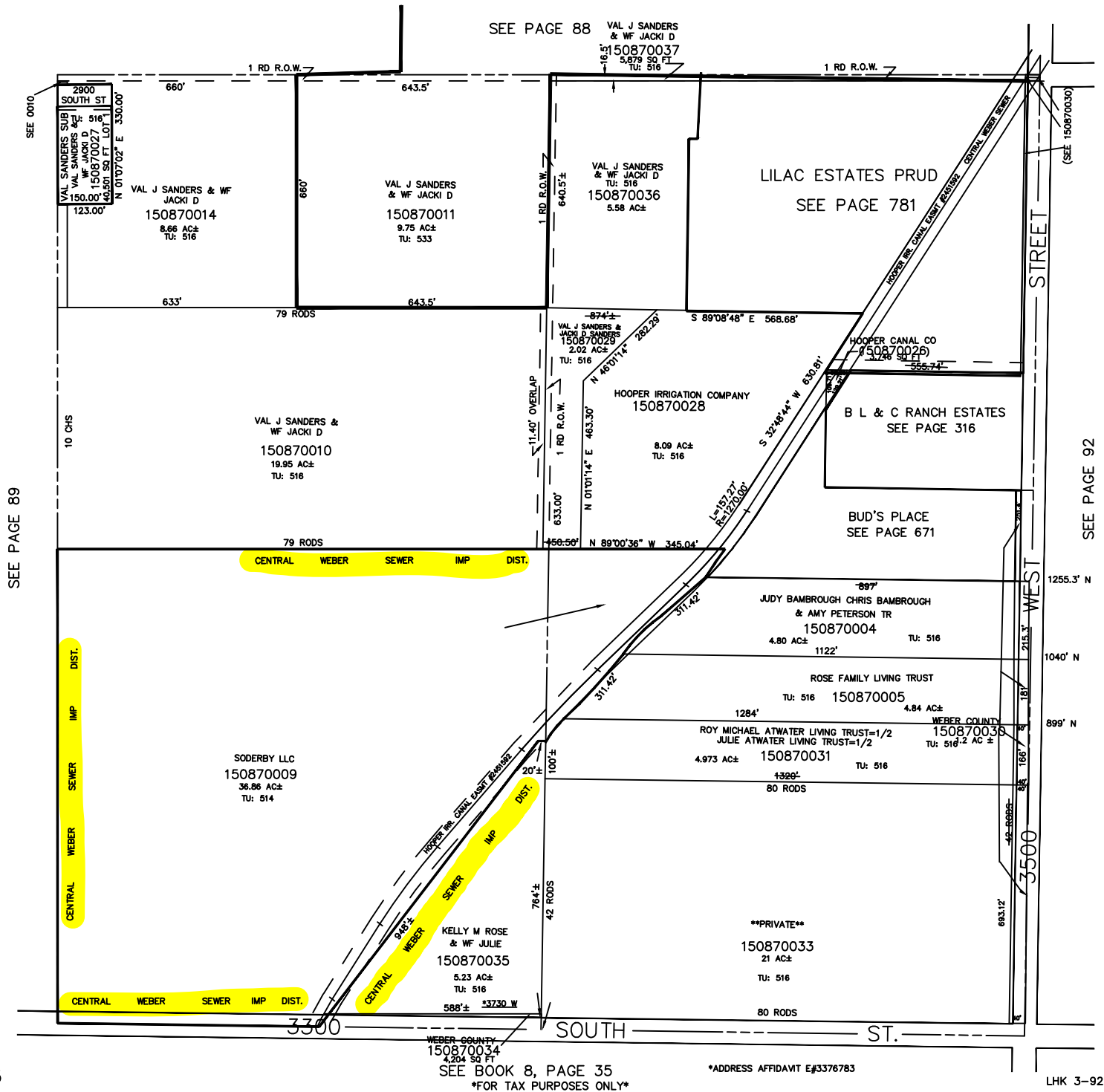


S.E. 1/4  
SECTION 33, T.6N., R.2W., S.L.B. & M.

IN WEBER COUNTY & WEST HAVEN CITY

TAXING UNIT: 514,516,533

SCALE 1" = 200'



rights doctrine.

8. Development Standards.

- 8.1. **Connectivity Incentivized.** Developer hereby volunteers and agrees to follow the minimum street and pathway standards as provided in Section 106-2-4.030 of the Code. The County hereby agrees to allow the flexible lot standards as provided by that section of Code. The County also agrees that the conceptual street layout illustrated in Attachment C satisfactorily complies with that code section for the purposes of this Project.
- 8.2. **Street Right-of-way dedication**
  - 8.2.1. **3900 West Street (Minor Collector).** Developer agrees to provide at least an 66-foot wide public street right-of-way throughout the development for 3900 West Street, spanning from 3300 South Street to the northern -most edge of the Project.
  - 8.2.2. **3300 South Street (Major Collector).** Developer agrees to provide a half-width road dedication for at least an 80-foot wide public street right-of-way for the project's entire frontage.
  - 8.2.3. **Through-Streets (Major Residential).** Developer agrees to provide at least a 66-foot wide public street right-of-way for all streets that:
    - 8.2.3.1. Provide a continuous route through the development;
    - 8.2.3.2. Start at 3300 South and provide a through-connection to other properties; or
    - 8.2.3.3. That contain a 10-foot paved pathway.
  - 8.2.4. **Limited-Streets (Minor Residential).** Developer agrees to provide at least a 60-foot wide public street right-of-way for all streets that do not provide significant connection through the project or to collector streets.
- 8.3. **Street Improvements.** Streets in the Project shall be designed and installed by the Developer in accordance with the street cross sections depicted in **Attachment D**.
  - 8.3.1. **Improvements Along 3300 South.** Developer hereby agrees to install an 80-foot half-width street for the Project's entire frontage along 3300 South Street, from the Canal on the east to the western-most street. This shall include the frontages of the existing adjacent parcels along 3300 South Street that are not included in the Project Area.
  - 8.3.2. **Driveway Accesses along 3900 West and 3300 South.** Developer agrees that no lot will be platted that gains access from 3900 West Street and 3300 South Street. County agrees to allow lots to front these streets if they are provided access by means other than these streets.
  - 8.3.3. **Omitted**
  - 8.3.4. **Street Landscaping.**
    - 8.3.4.1. **Street Trees.** All streets shall be lined with shade trees in the park strip. Trees shall be planted in intervals and of species such that the average crown of one tree, averaged at maturity, will converge with the crown of the next tree. Trees lining an adjacent and parallel sidewalk or pathway shall suffice for the street's trees. Use at least three different tree varieties dispersed in a manner to avoid transmission of pests/disease, or as may otherwise be specified by a landscape architect or other professional



qualified in tree health, such that the trees have optimal chance of long-term survival. Reasonable openings in the tree canopy should be expected for driveway locations and intersection clear-view triangles. Developer agrees to provide each street tree an irrigation mechanism tied either to a homeowner's association master meter, or tied directly to the secondary water meter of the lot immediately adjacent. Developer is responsible for tree health throughout the duration of the warranty period plus two additional years, whereafter Developer continues to be responsible for tree health until the adjoining property is sold, after which the new owner is responsible for the tree health.

**8.3.4.2. Street Wall Along Rear-Facing or Side-Facing Lots on 3300 South.**

Developer agrees install a solid wall along 3300 South Street where the rear or side of a residential lot or unit abuts or is otherwise adjacent to and visible from this street. The wall shall be designed to provide visual breaks in the horizontal wall plane at least every 30 feet, such as a column or similar, and the wall and each column shall have a cap. The wall shall be muted earth-tone in color. Except for the required clear-view triangles, this fence shall be at least six feet in height, but no more than eight feet. Alternative fencing along this street may be approved by the Planning Director. Vinyl fencing along this street is prohibited.

**8.3.4.3. Park Strip Landscaping.** Developer shall place 6 inch rock ground covering, 8-inches deep, in each park strip, with a weed barrier beneath. Alternatively, County agrees that Developer may install alternative planting and landscaping along 3300 South Street and 3900 West Street if maintained by the homeowner's association. Additional plantings may be placed along other streets by the Developer or homeowners, to be operated and maintained either by the adjoining owner or a homeowners association.

**8.3.4.4. Construction Drawings to Include Landscaping.** Each development application submitted shall provide a detailed landscape plan that, at a minimum, shows landscaping materials proposed to be used, the proposed location, species, including the measurements of each tree's mature crown, and the method of vegetation irrigation.

**8.4. Non-Public Landscaping**

**8.4.1. Water-wise landscaping.** All lots within the development will implement water wise landscaping measures as follows:

**8.4.1.1. Lawns.** No more than 30 percent of any lot shall be covered in turf grass. Turf grass should be watered by sprinkler heads that provide head-to-head coverage and matching precipitation rates. Spray, rotor, or rotary heads must be separated by watering valves operated by separate clock stations at the watering controller.

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

**8.4.1.3. Shrub Bed Watering.** Shrub beds shall be watered with drip watering systems using in-line drip emitters, such as Netafirm, on a grid

system or point-source emitters that provide water directly to the base of each plant.

**8.5. Public Utilities**

**8.5.1.** Developer agrees to underground all utilities in a manner that complies with adopted standards, including any existing overhead utilities, with the exception of high voltage power transmission lines that pass through the Property, if any.

**8.6. Parks, Open Space, and Trails**

In consideration of the rezone of the Property, Developer hereby agrees to provide, at no cost to the County, the following parks, open space, and trails amenities:

**8.6.1. Parks and Open Space:**

**8.6.1.1. Navy Meadows Park Dedication.** Developer agrees to dedicate the entire Navy Meadows Park and Navy Meadows Parkway parcels shown on the concept plan (the “The Park”) to the Taylor West Weber Park District (the Park District) with the first subdivision plat recorded within the Property.

**8.6.1.2. Navy Meadows Park Improvements.** With each recorded plat, Developer agrees to install a proportionate amount (A proportionate amount means the total amount of physical improvements divided by the number of lots in the overall project, for example, if there are 100 total feet of pathway in the project and 10 total lots, then each plat lot necessitates 10 linear feet of pathway). No lots shall be platted in the vicinity of open space, pathways, or public landscape areas unless that open space pathway or public landscaping improvements are made a part of improvements within The Park and Parkway unless specified otherwise herein., Improvements shall include at least the following:

**8.6.1.2.1. Pathway.** A ten-foot wide paved or concrete pathway and slough crossing as depicted in the concept plan in Attachment C If concrete, the pathway joints shall be saw-cut instead of formed in place.

**8.6.1.2.2. Pathway Shade Trees.** The pathways shall include shade trees, and plantings placed at distances recommended by the Parks District. Use at least three different tree varieties dispersed in a manner to avoid transmission of pests/disease, or as may otherwise be specified by a landscape architect or other professional qualified in tree health, such that the trees have optimal chance of long-term survival.

**8.6.1.2.3. Existing Trees to be Preserved.** To the extent practicable, maintain existing native species of shrubs and grasses along the Hooper Slough.

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

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

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



8.6.1.2.7. **Parking Area.** One parking area, as generally illustrated on the concept plan. At a minimum, each parking area shall provide the following:

8.6.1.2.7.1. At least one sewerer restroom building with no less than two single-use toilet facilities, or as otherwise negotiated between the Developer and the Park District.

8.6.1.2.7.2. Paved access and vehicle parking as generally illustrated on the concept plan.

8.6.1.2.7.3. A drinking fountain or water bottle filling station.

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

8.6.1.2.7.5. The park and parkway shall not contain stormwater detention facilities.

8.6.1.2.8. **Park Detail Submittal.** With each subdivision plat or improvement drawings, provide site specific detail of the park and the parkway. The detail shall provide:

8.6.1.2.8.1. The location, configuration and construction standards of required improvements; and

8.6.1.2.8.2. Tree location, species, average mature crown width, and required planting and irrigation methods.

## **8.6.2. Trails, Sidewalks, and Pathways:**

**8.6.2.1. Pathway Trees.** Each pathway and sidewalk within the development should be lined with shade trees. Trees shall be planted in intervals and of species such that the average crown of one tree, averaged at maturity, will converge with the crown of the next tree. Use at least three different tree varieties dispersed in a manner to avoid transmission of pests/disease, or as may otherwise be specified by a landscape architect or other professional qualified in tree health, such that the trees have optimal chance of long-term survival. Reasonable openings in the tree canopy should be expected for driveway locations and intersection clear-view triangles. Developer agrees to provide each street tree an irrigation mechanism tied either to a homeowner's association master meter, or tied directly to the secondary water meter of the lot immediately adjacent. Developer is responsible for tree health throughout the duration of the warranty period plus two additional years, whereafter Developer continues to be responsible for tree health until the adjoining property is sold, after which the new owner is responsible for the tree health.

**8.6.2.2. Non-Street Adjacent Pathway Landscaping.** For pathways that are not adjacent to a street, Developer shall place three-to-four-inch rock, six-inches deep, on the shoulders of each pathway, with a weed barrier beneath. Alternatively, County agrees that Developer may install alternative planting and landscaping as long as it is operated and maintained by a homeowner's association.

- 8.6.2.3. **Construction Drawings to Include Landscaping.** Each development application submitted shall provide a detailed landscape plan that, at a minimum, shows landscaping materials proposed to be used, the proposed location, species, including the measurements of each tree's mature crown, and the method of vegetation irrigation.
  - 8.6.2.4. **Pathway Street Crossings.** Wherever a pathway intersects with a street, Developer agrees to install or cause to be installed a battery powered and solar charged user-activated rapid flashing beacon and associated crosswalk signage and zebra-style crosswalk paint on the street. Developer agrees to repaint after the street is sealed.
- 8.7. **Outdoor Lighting.** Developer agrees that all outdoor lighting within the Project will be governed by the County's Outdoor Lighting ordinance, Chapter 108-16 of the Code.
- 8.8. **Housing types and affordable housing**
  - 8.8.1. **Townhouses.** Developer agrees to install townhouses in the location as depicted in the concept plan. The townhouse buildings shall comply with the lot development standards of the R1-15 zone and be treated as if the building is a single-family residence. The townhouses shall comply with the following standards
    - 8.8.1.1. No more than 47 townhouse units shall be created. No more than eight units are allowed per building, and no more than seven townhouse buildings are allowed.
    - 8.8.1.2. Each townhouse building shall face away from 3300 South Street. The rear of the building(s) that is visible from 3300 South shall be designed to appear to the common lay-person as a single-family dwelling. This shall be accomplished, among other means, by avoiding repetitive unit facades but rather providing design and architectural treatments and relief commonly found on single-family residential buildings.
    - 8.8.1.3. At least 5 townhouse units are reserved to qualify for affordable housing under the direction of the Weber County Housing Authority.
    - 8.8.1.4. A maximum of four townhomes may be reserved for long term rental units. Short term rentals are not permitted within this development.
- 8.9. **Patio Homes.** County agrees to allow and Developer agrees to build no more than 23 patio homes in the location as generally depicted in **Attachment C**. The County agrees to allow each patio home to be accessed by means of a Shared Private Lane pursuant to Section 106-2-2.030 of the Code. Each shall comply with the following standards:
  - 8.9.1. **Condominiums.** The County agrees that some or all of the patio homes may be platted as condominium dwelling units pursuant to State and County Laws.
    - 8.9.1.1. If platted as a condominium unit, when a unit is attached to another unit by means of a common wall, the combination of units shall be deemed a "building" for the purposes of determining building setbacks.
    - 8.9.1.2. There shall be at least 10-foot distance between any two buildings.
    - 8.9.1.3. The front of each building shall be setback from the 24-foot wide shared private lane right-of-way at least 15 feet.
    - 8.9.1.4. Each building shall be setback from a public street no less than 20



feet, except 30 feet from 3300 South.

**8.9.1.5.** Only two condominium units are allowed per building.

**8.9.1.6.** Each patio home building shall face away from 3300 South Street and 3900 West Street. The rear of the building(s) that is visible from 3300 South and 3900 West shall be designed to avoid repetitive unit facades.

## 9. Amendments and Revisions.

This Agreement may be amended by mutual agreement of the Parties only if the amendment is in writing and approved and signed by Developer and County (an "Amendment"). The following sections specify what Project changes can be undertaken without the need for amendment of the Development Agreement, and what changes require Amendment to this Agreement.

**9.1. Project Facility Repair, Maintenance and Replacement.** Developer shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement without amending the Agreement.

**9.2. Authorized Changes, Enlargements, or Alterations.** As set forth below, County staff may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project in their respective administrative capacities. The following types of Changes are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.

**9.2.1. Changes Necessary to Comply with Other Laws.** Any resulting changes as a consequence of obtaining or complying with a federal, state, or local permit or approval; provided that the changes are Routine and Uncontested and the application thereof does not materially affect the County's original intent, findings, or conditions on the Project in a manner that would have likely resulted in a different decision on this Agreement, as determined by the Planning Director.

**9.2.2. Landscaping Changes.** Any changes to this Agreement's landscaping designs, guidelines, standards, plantings, materials and installation of the same anywhere in the project.

**9.2.3. De Minimis Changes.** Other de Minimis changes requested by the Developer, which are reasonably consistent with the intent of this agreement and the R1-15 Zone, and are Routine and Uncontested.

## 10. General Provisions.

**10.1. Assignability.** The rights and responsibilities of the Developer under this Agreement may be assigned as provided herein.

**10.1.1. Total Assignment of Project and Project Site.** The Developer, as the landowner of the Project Site at the time of the execution of this Agreement, may sell, convey, reassign, or transfer the entire Project Site or entire Project to another entity at any time.

**10.2. Binding Effect.** This Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Project Site, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.

**Attachment C**

Concept Plan



10' pathways throughout