



Planning Commission Staff Report

4058 N 1000 W – Paramount View Estates

DEVELOPMENT AGREEMENT FOR RESIDENTIAL SUBDIVISION

October 1, 2026

BASIC INFORMATION

Applicant(s): Brett Stout

Location: 4058 N 1000 W | Weber County Parcel: 16-032-0008

Zone: RE-20 (Residential)

Property Owner: Arden Greenwood, Gary Greenwood

PLANNING COMMISSION REVIEW

Developers Brett Stout and Daryl Hodgson are proposing a Development Agreement with Pleasant View City for an eighteen (18) lot subdivision to address slope requirements and mass grading to create buildable lots that meet City standards. Only those City Code requirements expressly and specifically modified by this Agreement are modified; all other applicable City ordinances, standards, specifications, and lawful requirements remain in full force and effect.

The Planning Commission will consider a recommendation to the City Council regarding a Development Agreement for a residential subdivision. The purpose of the agreement between the developer and the City is to address the following:

- Grading of lots
- Slope calculation methodology
- Buildable pad standards
- Drainage design
- Geotechnical reporting
- Vegetation preservation
- Lot configuration
- Fire safety requirements
- Other related development standards unique to the Property

ANALYSIS

The development will comply with the general standards of the RE-20 Residential Subdivision requirements with some exceptions that are detailed in the Development Agreement. These exceptions include the following:

Slope Special Standards and Alternative Compliance:

- Slope Special Requirements in §2.2 of the development agreement shall replace City Code Section 17.18.050
 - The average slope of the Property prior to any grading is 17.485%.
 - 17.18.050(2.a.i) Slopes greater than 15% and up to and including 20% shall have no more than one (1) unit per acre.

Development Standards:

- Phase Development §3.1 – No phasing plan has been submitted
- Slope Special Requirements §3.4 – Modifications
- Retaining Walls by individual lot owners §3.5
- Fire Safety and Emergency Access §3.6
- Spark Arresters §3.7
- Vegetation Preservation and Re-Vegetation §3.8
- Geotechnical Report Requirements §3.9
- Lot Configuration Standards §3.10
- Street Grades §3.11

STAFF COMMENTS: The Development Agreement has been thoroughly reviewed by the Development Review Committee, the Developer and the City Attorney. The Planning Commission will make a recommendation of approval, denial or recommend changes or conditions to the agreement to the City Council.

STAFF RECOMMENDATION

Staff recommend approval contingent upon additional legal review and agreement from developer and City Staff on betterment items prior to City Council consideration.

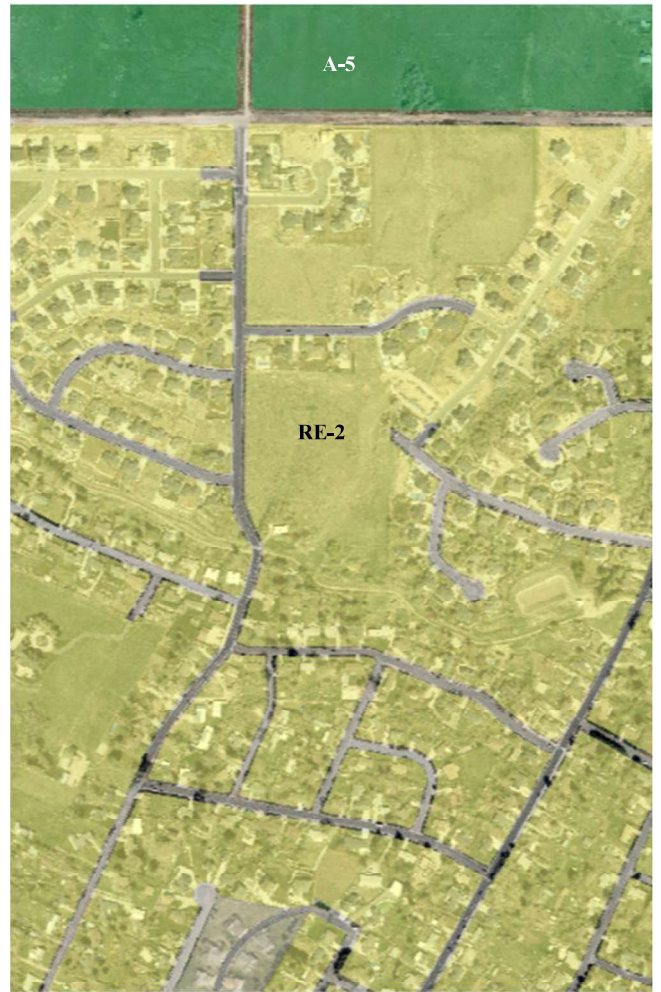
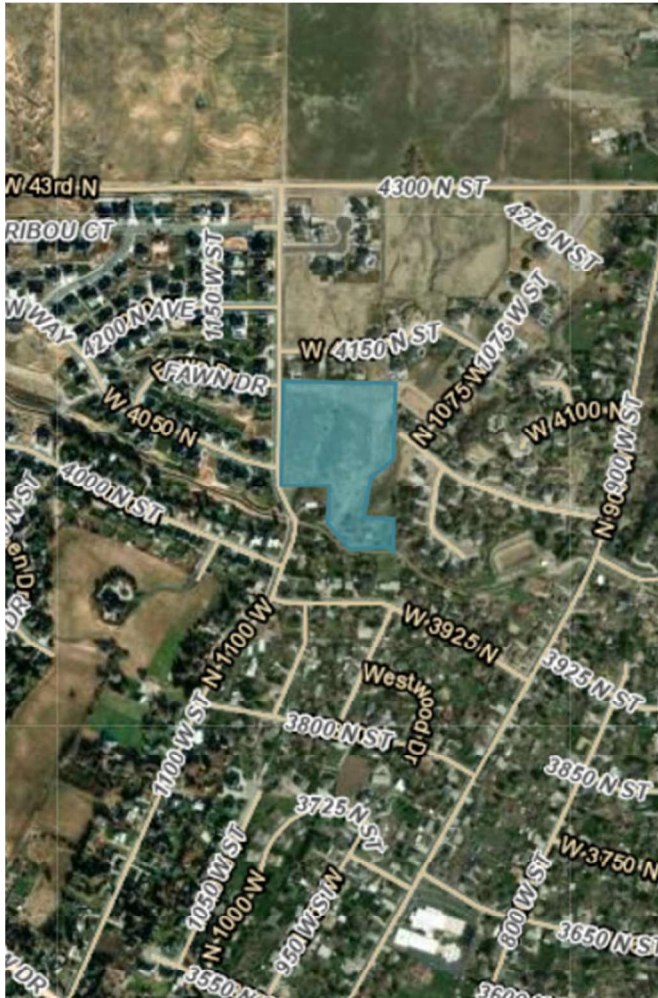
ATTACHMENTS

- 1) Vicinity & Zoning Maps
- 2) Development Agreement Document and attachments including:
- 3) Private Drainage Maintenance Agreement
- 4) Preliminary Plans

STAFF CONTACT

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

ATTACHMENT 1) Vicinity Map / Zoning Map



WHEN RECORDED RETURN TO:

City Recorder
Pleasant View City
520 W. Elberta Dr.
Pleasant View, Utah 84414

**MASTER DEVELOPMENT AGREEMENT
FOR
PARAMOUNT VIEW ESTATES**

THIS MASTER DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into on this _____ day of _____, 2026 (“**Effective Date**”), by STOUT DEVELOPMENT GROUP, LLC, a Utah limited liability company (“**Developer**”) and Pleasant View City, a political subdivision of the State of Utah (“**City**”). City and Developer are the “**Parties**” to this Agreement, and individually each is a “**Party**” hereto.

RECITALS

A. Developer owns certain property located in Pleasant View City, Weber County, Utah, legally described on the attached and incorporated Exhibit 1 (“**Property**”), and known by Weber County Tax ID number(s): [INSERT TAX IDs] and commonly referred to as Paramount View Estates (the development of the Property under this Agreement, the “**Project**”).

~~B. _____ The Parties desire to establish grading, slope calculation methodology, buildable pad standards, drainage design, geotechnical reporting, vegetation preservation, lot configuration, fire safety requirements, and other related development standards unique to the Property, which standards are specifically set forth in this Agreement and shall govern development of the Property in place of any conflicting or duplicative provisions of the City Code.~~
B. The Parties desire to establish grading, slope calculation methodology, buildable pad standards, drainage design, geotechnical reporting, vegetation preservation, lot configuration, fire safety requirements, and other related development standards unique to the Property. Only those City Code requirements expressly and specifically modified by this Agreement are modified; all other applicable City ordinances, standards, specifications, and lawful requirements remain in full force and effect.

C. No developer-constructed retaining walls are present on the approved mass grading plan for the Property. The grading design has been engineered to accommodate the natural terrain through sloped buildable pads. Individual lot owners or builders may construct retaining walls on specific lots in the future subject to the requirements of Section 3.5 of this Agreement.

D. The average slope of the Property prior to any grading, calculated under Section 17.18.050(1) of the Pleasant View City Code using a contour map at intervals of [2] feet, is [17.4985] percent.

~~E. The Pleasant View City Planning Commission reviewed this Agreement at a public hearing held on [October 1, 2026] and forwarded a recommendation to the City Council. The City Council approved this Agreement by [Ordinance/Resolution] No. [] on [], 2026, in accordance with the procedures for enacting a land use regulation required by Utah Code § 10-20-508.~~
E. The Pleasant View City Planning Commission reviewed this Agreement at a public hearing held on [October 1, 2026] and forwarded a recommendation to the City Council. The City Council approved this Agreement by [Ordinance/Resolution] No. [] on [], 2026, following the procedures required by Utah Code §§ 10-20-502 and 10-20-508, as applicable.

The Parties desire to enter into this Agreement to more fully specify the rights and responsibilities of Developer to develop the Property as expressed in this Agreement, and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals (which recitals are incorporated into this Agreement) and the covenants hereafter set forth in this Agreement, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Interpretation.

1.1. The foregoing Recitals and all Exhibits are hereby incorporated into this Agreement.

1.2. Whenever in this Agreement:

~~— 1.2.1. — the consent or approval of any person is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed, unless expressly provided to the contrary;~~
1.2.1. the consent or approval of any person is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed where an objective administrative approval is contemplated; provided, however, that nothing in this Agreement limits the City Council's legislative discretion, the lawful discretion of any land use authority, or the City's police power, enforcement authority, or obligation to protect public health and safety;

1.2.2. there is a reference to “days,” such reference shall be deemed to be to “calendar days” unless the phrase “business days” is expressly stated;

1.2.3. the date on which any payment or performance is due under this Agreement is not a business day, such payment or performance shall be due on the immediately following business day; and

1.2.4. there appears a reference to a consent, approval, description, designation, estimate, notice, request, demand, response, statement, warning, correspondence, Agreement, schedule or other communication, such reference shall be deemed to require the same to be in writing, unless otherwise expressly stated.

2. **Slope Special Standards and Alternative Compliance.**

2.1. Slope Code Background. Pleasant View City Code Section 17.18.050 imposes density reductions, impervious surface limits, a requirement that each lot contain a building area with a slope of less than fifteen percent (15%), a prohibition on development of slopes greater than thirty percent (30%), and additional design standards on subdivisions where the average site slope exceeds fifteen percent (15%), calculated using the formula: $S = .00229 (I)(L)/A$. The purpose of these provisions is to ensure that development on steep terrain does not create drainage, erosion, structural stability, or safety impacts to neighboring properties, public infrastructure, or the community at large.

2.2. Slope Narrative. The Property contains terrain with slopes exceeding fifteen percent (15%). Because the Property will be developed as a coordinated subdivision with engineered grading and drainage systems constructed at the time of development, the risks typically associated with individual lot grading on steep terrain can be mitigated through subdivision-wide engineering controls. The City is authorized to enter into this Agreement under Utah Code § 10-20-508.

2.3. Findings Supporting Alternative Compliance. The City finds that the alternative compliance measures described in this Agreement satisfy the intent of Section 17.18.050 for the following reasons:

- a. The Property will be developed through coordinated subdivision grading rather than individual lot grading by future homeowners.
- b. Engineered drainage facilities will direct stormwater runoff in a controlled manner.
- c. Sloped buildable pads designed to accommodate the natural terrain eliminate the need for developer-constructed subdivision-wide retaining walls, reducing grading impacts between lots.
- d. Geotechnical engineering oversight will ensure slope stability and foundation safety.
- e. These improvements collectively are intended to protect against potential impacts to adjacent properties and city infrastructure and services, the purpose stated in Section 17.18.050, in place of the density reduction required by Section 17.18.050(2)(a).

3. **Development Standards.**

3.1. General Standards: Development standards shall conform to the underlying zoning district and all applicable City ordinances in effect on the Vesting Date (as defined in Section 3.12), except as expressly modified by this Agreement.

~~— 3.2. — Density: The minimum lot size shall be 20,000 square feet consistent with the RE-20 zone. Notwithstanding the density limitations of Pleasant View City Code Section 17.18.050(2)(a), the Project may be developed with eighteen (18) single-family residential lots on approximately 11.53 acres, as shown on the preliminary subdivision plat for Paramount View Estates approved by the City on [], 2026, as that plat may be amended in accordance with the City Code, provided that each lot satisfies the buildable pad and lot grading standards of Section 3.4.3.~~ 3.2. Density: The minimum lot size shall be 20,000 square feet consistent with the RE-20 zone. Notwithstanding the density limitations of Pleasant View City Code Section 17.18.050(2)(a), the Project may be developed with eighteen (18) single-family residential lots on approximately 11.53 acres, as shown on the preliminary subdivision plat for Paramount View Estates approved by the City on [], 2026, as that plat may be amended in accordance with applicable law and the City Code, provided that each lot satisfies the buildable pad and lot grading standards of Section 3.4.3. [CITY NOTE: VERIFY PROJECT ACREAGE; EXHIBIT 1 CURRENTLY STATES 11.24 ACRES.]

3.3. Phased Development:

3.3.1. The Project shall be developed and constructed in one or more phases as generally determined by the Developer. The exact size, boundaries, and sequencing of each phase may be adjusted by the Developer, subject to review and approval by the City as part of the subdivision and site plan approval processes for each respective phase.

~~— 3.3.2. — All public improvements required to serve each phase shall be constructed and completed in accordance with applicable City standards prior to the recording of the final plat for that phase, unless the Developer elects to provide a completion guarantee or other financial security as permitted under Chapter 17.20 of the Pleasant View City Municipal Code, in a form and amount acceptable to the City. Upon acceptance of such guarantee, the City may allow recordation of the final plat prior to completion of the required public improvements, consistent with City Code.~~ 3.3.2. All public improvements required to serve each phase shall be constructed and completed in accordance with applicable City standards prior to the recording of the final plat for that phase, unless Developer provides an improvement completion assurance authorized by Utah Code § 10-20-807 and applicable City ordinance. Any assurance shall be in a form permitted by law and in the required amount. No inspection, partial acceptance, plat recordation, permit issuance, or other City action constitutes final acceptance of an improvement unless the City expressly accepts the improvement in accordance with applicable law and City standards.

3.3.3. Developer shall submit applications for Preliminary Subdivision and, subsequently, Final Subdivision for each phase. Design and construction of public improvements shall be per the Pleasant View City Development, Design, and Construction Standards, current edition at the time of each phase's Preliminary Subdivision application.

3.3.4. The City agrees to consider appropriate approval extensions as requested by the Developer, consistent with Section 7.1 of this Agreement.

~~3.4. Slope Special Requirements: The standards and methodology set forth in this Section 3.4 shall replace City Code Section 17.18.050 in its entirety, including Subsections 17.18.050(2)(a) through (h) and 17.18.050(3), and any conflicting City regulations related to slope calculations and development on sloped areas, and shall govern development of the Property in place of any conflicting or duplicative provisions of the City Code. To appropriately evaluate and protect against potential impacts to adjacent properties and city infrastructure, the following requirements shall apply:~~ 3.4. Slope Special Requirements: The standards and methodology set forth in this Section 3.4 constitute negotiated alternative compliance with the specifically identified requirements of City Code Section 17.18.050. This Agreement modifies Section 17.18.050 only to the extent expressly stated herein and does not waive or supersede generally applicable requirements concerning public health and safety, drainage, erosion control, geotechnical stability, building or fire safety, public improvements, or other requirements not expressly modified. The City may require reasonable engineering conditions supported by the record and authorized by applicable law to protect adjacent property, public infrastructure, and public health and safety. The following requirements shall apply:

3.4.1. Developer shall submit a color-coded, CAD-produced “heat map” for each phase of the Project based on topography derived from pre-development contour mapping with contour intervals not exceeding ten (10) feet. The heat map shall categorize slope areas as follows:

- a. Slopes up to and including 15%
- b. Slopes greater than 15% and up to and including 20%
- c. Slopes greater than 20% and up to and including 25%
- d. Slopes greater than 25% and up to and including 30%
- e. Slopes greater than 30%
- f. Rock outcroppings

The CAD files and associated mapping shall be provided to the City for review.

3.4.2. Mass Grading Plan Submittal: With the improvement plan submittal for each phase, Developer shall provide a detailed mass grading plan which shall include:

- a. Existing and proposed contours;
- b. Identification of areas receiving fill depths greater than four (4) feet within buildable areas, with a corresponding note on the final plat identifying any lots containing fill greater than four (4) feet;
- c. Creation of a continuous buildable area of at least 7,500 square feet on each lot, with a minimum buildable area width of fifty (50) feet. Buildable areas shall exclude rock outcrops, required setbacks, and easement areas (see Subsection 3.4.3 for additional grading requirements);

- d. Identification of any Developer-constructed retaining walls necessary to establish buildable areas for the lots;
- e. Approximate building pad elevations, including cuts, fills, drainage swales, slopes, drainage easements, and other design elements that ensure safe access and reasonable development of each lot; and
- f. Clear identification of the proposed grading design for each lot to ensure that stormwater runoff is directed to fronting or intersecting roadways and managed in a manner that prevents adverse impacts to adjacent or neighboring properties.

The CAD files and mass grading plans shall be submitted to the City for review as part of each phase's improvement plans.

3.4.3. Buildable Pad and Lot Grading Standards: The following standards shall apply to all lots based on the finished grades shown on the approved mass grading plan (excluding grade changes resulting from retaining walls):

- a. Each lot shall include a buildable pad of not less than 7,500 square feet and at least 50 feet in width, as defined in this Agreement.
- b. The maximum slope within the buildable pad shall not exceed 25%.
- c. The maximum slope outside of the buildable pad shall not exceed 33%.
- d. A reasonably direct path from the back of sidewalk to the buildable pad shall not exceed 12% slope to ensure safe and practical access to the building pad. Where existing terrain makes strict compliance impracticable, steeper access paths are subject to review and approval by the City Engineer and shall require an engineered driveway design.
- e. Prior to issuance of a building permit for any dwelling, the applicant shall submit to the City a detailed site grading and drainage plan for review and approval. The plan shall demonstrate compliance with the approved mass grading plan and the standards set forth in this Agreement and shall conform to the submittal requirements outlined in Exhibit 2.

3.5. Retaining Walls: The approved mass grading plan for the Project has been designed to eliminate the need for developer-constructed subdivision-wide retaining walls. The following standards shall also govern any retaining walls constructed by individual lot owners or builders on specific lots within the Project:

3.5.1. All retaining walls shall be designed, permitted, and constructed by the applicable lot owner or builder in accordance with current applicable codes and standards. Wall design shall be reviewed and approved by the City Engineer as part of the building permit process. Building permits are required for all walls over four (4) feet in height, as measured from the toe of footing to the top of wall.

3.5.2. Retaining walls that incorporate drainage systems or that are located along shared property lines between lots shall be considered private improvements. The owner or builder constructing such a wall shall ensure that long-term ownership and maintenance responsibilities are clearly defined through a recorded supplement to the Private Drainage and Retaining Wall Maintenance Agreement (Exhibit 3 to

this Agreement), executed as provided in Section 4(b) of that agreement, to be recorded prior to or concurrently with the certificate of occupancy for any structure served by such wall. Said supplement shall establish private easements, access rights, and maintenance obligations for all affected lots, ensuring that stormwater drainage collected or conveyed by the walls and subdrains is properly maintained in perpetuity. The City shall not be responsible for maintenance, repair, or replacement of any private retaining wall or related drainage improvements located outside the public right-of-way. Developer shall record the Private Drainage and Retaining Wall Maintenance Agreement concurrently with or prior to the first final subdivision plat for the Project.

3.5.3. No retaining wall shall be constructed that diverts stormwater drainage onto an adjacent lot or public property without written approval of the affected property owners and the City Engineer.

3.6. Fire Safety and Emergency Access: The Project shall comply with applicable fire safety and emergency vehicle access requirements, including but not limited to the design and location of fire hydrants, road surfacing, driveway grades, lengths, and widths, turnarounds, and building separation distances, as determined by the Fire Marshal, Building Official, and City Engineer during the subdivision and building permit review processes, as applicable.

3.7. Spark Arresters: All indoor and outdoor fireplaces shall be equipped with spark arresters installed in accordance with applicable building and fire codes.

3.8. Vegetation Preservation and Re-Vegetation: Existing vegetation shall be preserved to the maximum extent practicable consistent with approved grading and development plans. Prior to mass grading, the Developer shall submit a map identifying anticipated disturbance areas. All disturbed areas shall be re-vegetated within sixty (60) days of final grading completion per phase, or by the end of the next planting season if final grading is completed outside the planting season, or as otherwise approved by the City Engineer, in accordance with a City-approved re-vegetation plan. Rock outcroppings shall be avoided.

~~3.9. Geotechnical Report Requirements: For any lot containing fill or cut depths exceeding four (4) feet, as identified on the approved mass grading plans, a plat note shall be added to the applicable final subdivision plat requiring the submission of a site-specific geotechnical evaluation at the time of, or prior to, building permit application for any structure proposed on the affected lot. The supplemental geotechnical evaluation shall be prepared by a qualified geotechnical engineer and shall address the suitability of subsurface conditions for the proposed foundation design. Affected lots shall be identified on the plat with an "R" designation with a reference to the applicable plat note.~~
3.9. Geotechnical Report Requirements: For any lot containing fill or cut depths exceeding four (4) feet, as identified on the approved mass grading plans, a plat note shall be added to the applicable final subdivision plat requiring submission of a site-specific geotechnical evaluation at or before building permit application for any structure proposed on the affected lot. The supplemental evaluation shall be prepared and stamped by a qualified geotechnical engineer and shall address suitability of subsurface conditions, slope stability, settlement, drainage, and foundation recommendations applicable to the proposed construction. Affected lots shall be identified on the plat with an "R" designation and reference to the

applicable plat note. Developer, each builder, and each lot owner remain responsible for site conditions and compliance with the recommendations of their design professionals. City review, inspection, approval, or issuance of a permit does not constitute a representation or warranty concerning geotechnical conditions, design adequacy, or construction performance.

3.10. Lot Configuration Standards:

3.10.1. Lot Width: Lot width shall be measured parallel to the street right-of-way at the required front yard building setback line.

3.10.2. Cul-de-Sac Lot Lines: For cul-de-sac or non-rectangular lots with more than four (4) lot lines, the front lot line shall be the property line abutting the street right-of-way. The two lot lines extending from the front lot line shall be designated as side lot lines. All other lot lines shall be considered rear lot lines and subject to the applicable rear yard setbacks.

3.10.3. Three (3) Sided Lots: Lots with only three (3) sides shall be avoided to the extent practical. Should a three (3) sided lot be proposed, Developer and City shall work together to determine which property line shall be considered the side lot line and which shall be considered the rear line. Such determination shall be notated on the final plat.

3.10.4. Radial Side Lot Lines: Side lot lines shall, to the extent practicable, be designed to be radial (perpendicular) to the street right-of-way at the point of intersection, unless otherwise approved by the City Engineer to accommodate topography or other design constraints.

3.11. Street Grades: [Section 17.18.020 of the City Code limits collector and minor public streets to twelve percent (12%) and major public streets to eight percent (8%). If every segment complies, delete this Section 3.11. If any segment exceeds the applicable limit, provide the street name, station range, segment length, proposed grade, and whether the Fire Marshal has reviewed the segment.] Public streets within the Project shall be designed in accordance with Section 17.18.020 of the City Code, except that [street name and station range] may be constructed at a grade not exceeding [] percent, subject to such design measures as the City Engineer and Fire Marshal require during improvement plan review.

~~3.12. Vested Rights: Developer has the vested right to develop the Project as eighteen (18) single-family residential lots in accordance with this Agreement and the City Code in effect on [], 2026 (the "Vesting Date"). [CONFIRM: date on which Developer's complete preliminary subdivision application was filed with the City, consistent with the dates provided in the prior memorandum to the City.] The Project shall be subject to amendments to the City Code adopted after the Vesting Date only if (a) Developer consents in writing, (b) the amendment adopts a building, fire, or other code the City is required by state law to enforce, (c) the amendment concerns generally applicable fees or taxes, or (d) Utah law otherwise permits the amendment to be applied to a vested application, including on the basis of a compelling, countervailing public interest.~~
3.12. Vested Rights: Subject to Utah law, Developer may develop the Project as eighteen (18) single-family residential lots in accordance with this Agreement and those vested rights, if

any, established under applicable law as of [____], 2026 (the “Vesting Date”).
[CONFIRM VESTING DATE AND BASIS.] Nothing in this Agreement limits the City's authority to enact future land use regulations or exercise any authority that Utah law prohibits a development agreement from limiting. The applicability of any subsequently enacted regulation to the Project shall be determined under then-applicable Utah law, including laws concerning mandatory state or federal requirements, building and fire codes, generally applicable fees and taxes, and compelling countervailing public interests.

~~3.13. Conflicts with City Code: To the extent this Agreement conflicts with the City Code, this Agreement governs the development and use of the Property. Any matter not addressed by this Agreement is governed by the City Code in effect on the Vesting Date, subject to Section 3.12.~~
3.13. Conflicts with City Code: This Agreement controls over the City Code only with respect to an express, specific, and lawful modification stated in this Agreement. No conflict shall be implied. Matters not expressly modified by this Agreement remain governed by applicable City ordinances, standards, specifications, and other law. Nothing in this Agreement waives the City's police power, enforcement authority, or authority to enact future land use regulations, and the applicability of future regulations shall be determined under applicable Utah law.

3.14. City Review; No Warranty or Assumption of Responsibility. Any review, approval, inspection, comment, acceptance, permit, certificate, or other action by the City is for municipal regulatory purposes only and does not constitute a warranty or representation by the City regarding engineering, design, construction, drainage, slope stability, geotechnical conditions, private improvements, or suitability of the Property for any particular purpose. Developer remains solely responsible for the acts and omissions of Developer and its engineers, contractors, consultants, agents, successors, and assigns, except to the extent otherwise required by law.

4. **Property Dedication.**

~~4.1. Stormwater Detention Parcel: As part of the Project, Developer shall create a stormwater detention basin together with access thereto, currently depicted as Parcel A on the preliminary plat of Paramount View Estates. Developer shall dedicate to the City the parcel containing such detention basin and access via the subdivision final plat. Upon dedication and acceptance by the City, the detention parcel shall be owned and maintained by the City.~~
4.1. Stormwater Detention Parcel: As part of the Project, Developer shall create a stormwater detention basin together with legally sufficient access thereto, currently depicted as Parcel A on the preliminary plat of Paramount View Estates. Developer shall dedicate the parcel containing the detention basin and required access to the City by final plat or other instrument approved by the City. The City shall have no ownership, maintenance, or operational obligation unless and until the improvements have been completed, inspected, and formally accepted by the City in accordance with applicable law and City standards. Acceptance shall not waive any applicable warranty, completion assurance, latent-defect claim, or Developer obligation.

4.2. Timing of Dedication: The property dedication described in this Section 4 shall be completed at the time of recordation of the final subdivision plat for the phase in which Parcel A is located.

~~— 4.3. — Reversion: Should the property dedication occur and subsequently the Project fail to be completed, the City shall, upon Developer's written request, reconvey the dedicated parcel to Developer by quitclaim deed, provided that no public improvement serving a lot within a recorded plat has been constructed on the parcel.~~4.3. Reversion: No dedicated property shall automatically revert to Developer. If the Project is abandoned before completion, Developer may request that the City consider reconveyance of Parcel A. Any reconveyance shall be subject to: (a) a determination by the City Council that the parcel is no longer needed for a public, drainage, access, utility, or other municipal purpose; (b) compliance with all then-applicable laws governing disposition of municipal property; (c) satisfaction or protection of all drainage, access, utility, and third-party rights; (d) reimbursement to the City of reasonable costs associated with the dedication, ownership, maintenance, review, and reconveyance; and (e) approval and execution of appropriate conveyance documents by the City. Nothing in this Section obligates the City to reconvey property when continued public ownership is reasonably necessary.

5. **Default.**

~~— 5.1. — If Developer or City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.~~5.1. Events of Default. A "Default" occurs when a Party materially fails to perform an obligation expressly imposed on that Party by this Agreement. Without limiting the foregoing, Developer Default includes material failure to construct or maintain required improvements, maintain required assurances or insurance, comply with approved plans or recorded obligations, cure unsafe or unlawful conditions caused by Developer or its contractors, or perform an obligation assumed by Developer under this Agreement.

~~— 5.2. — The Notice of Default shall:~~5.2. Notice and Cure. Except as provided in Section 5.3, the non-defaulting Party shall provide written notice describing the claimed Default with reasonable specificity. A monetary Default shall be cured within ten (10) days after notice. A non-monetary Default shall be cured within thirty (30) days after notice; provided that if the Default cannot reasonably be cured within thirty (30) days, the cure period may be extended only if the defaulting Party commences cure within the initial period, diligently and continuously pursues cure, and provides a written cure schedule reasonably acceptable to the non-defaulting Party.

~~— 5.2.1. — Specify the claimed event of Default;~~

~~— 5.2.2. — Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;~~

~~— 5.2.3. — Identify why the Default is claimed to be material;~~

~~— 5.2.4. — Propose a method and time for curing the Default which must be reasonable and shall be no less than thirty (30) days duration.~~

~~— 5.3. — If the Parties are not able to resolve the Default, then the Parties have all rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.~~5.3. Immediate City Action. No notice or cure period restricts the City's authority to issue a stop-work order, withhold an inspection or certificate

of occupancy, abate an immediate threat, enforce building or fire requirements, protect public infrastructure, draw upon an improvement assurance when authorized by law, or take other action authorized by law where necessary to address an imminent threat to health or safety, unauthorized work, failure of required security, or a condition requiring immediate action. Such action does not waive any other remedy.

~~— 5.4. — The Party prevailing in any action arising from an uncured default shall be awarded its reasonable legal expenses, including its reasonable attorney fees.~~5.4. City Remedies. Upon an uncured Developer Default, and in addition to any remedy otherwise available under law, the City may, to the extent authorized by applicable law and reasonably related to the Default: (a) withhold, suspend, or condition further approvals, inspections, permits, plat recordation, or certificates for the affected portion of the Project; (b) issue stop-work or corrective-action orders; (c) draw upon or enforce applicable completion or warranty assurances; (d) require specific performance or seek injunctive or declaratory relief; (e) recover reasonable third-party costs incurred to investigate, correct, or remedy the Default when recoverable by law or this Agreement; (f) terminate or suspend rights under this Agreement in accordance with Section 7.11; and (g) pursue any other cumulative legal or equitable remedy. Exercise of one remedy does not preclude another.

~~— 5.5. — The Party allegedly in Default shall be afforded the right to attend a regularly scheduled public meeting before the City's Council and address the City's Council regarding the claimed Default.~~5.5. Developer Remedies. If the City materially defaults under an express contractual obligation of this Agreement and fails to cure as provided herein, Developer may pursue those remedies available under applicable law. Nothing in this Agreement creates a damages remedy, waives any notice-of-claim requirement, expands municipal liability, or waives any defense, limitation, immunity, or protection available to the City under the Governmental Immunity Act of Utah or other law. Nothing in this Agreement shall create, expand, or modify any administrative appeal, judicial review, cause of action, remedy, standard of review, damages remedy, or other right available to Developer beyond those expressly available under applicable law, including the Utah Municipal Land Use, Development, and Management Act ("LUDMA"), Utah Code Title 10, Chapter 20. To the extent a dispute concerns a land use decision, Developer shall exhaust all administrative remedies required by LUDMA and applicable City ordinance before seeking judicial review. Any judicial challenge to a land use decision shall be governed by the procedures, deadlines, standards of review, and remedies provided by LUDMA. Nothing in this Agreement shall be construed to authorize a court to award relief against the City that would not otherwise be available under LUDMA or other applicable Utah law.

~~— 5.6. — If any Default cannot be reasonably cured within thirty (30) days, then such cure period may be extended at the discretion of the Party asserting Default so long as the defaulting Party is pursuing a cure with reasonable diligence.~~5.6. Attorneys' Fees. In an action to enforce this Agreement, the prevailing Party may recover reasonable attorneys' fees and costs to the extent permitted by law. Nothing in this Section waives governmental immunity or creates liability not otherwise authorized by law.

~~— 5.7. — A default of any obligations assumed by an assignee shall not be deemed a default of Developer.~~5.7. Council Review of Termination. Developer shall be afforded the

opportunity described in Section 7.11 before the City Council terminates this Agreement for Default. That opportunity is not a prerequisite to administrative enforcement, emergency action, permit or inspection decisions, enforcement of improvement assurances, or other remedies that applicable law authorizes City staff or another land use authority to take.

5.8. Indemnification. To the fullest extent permitted by law, Developer shall defend, indemnify, and hold harmless the City and its elected officials, officers, employees, and agents from third-party claims, demands, damages, losses, liens, liabilities, judgments, and reasonable attorneys' fees arising out of or relating to Developer's or its contractors', consultants', agents', successors', or assigns' design, construction, grading, drainage, site conditions, private improvements, or performance of this Agreement, except to the extent caused by the City's own negligence or willful misconduct. This obligation survives completion, assignment, expiration, and termination to the extent the claim arises from acts or omissions occurring while Developer or its responsible party controlled the applicable work.

5.9. Insurance. Developer shall maintain, and shall require its contractors to maintain, insurance customarily appropriate for the scope of development and construction activities, including commercial general liability and workers' compensation coverage as required by law. Upon reasonable request, Developer shall provide certificates of insurance demonstrating required coverage. The City may require reasonable additional insured, primary/noncontributory, and waiver-of-subrogation provisions for construction activities affecting City property or public improvements, to the extent commercially available and lawful.

~~— 5.8. — All notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing either by certified mail, hand delivery, overnight courier service, or email to the following addresses:~~
5.10. Notices. All notices required or permitted under this Agreement shall, in addition to any other means of transmission authorized by law, be given in writing by certified mail, hand delivery, nationally recognized overnight courier, or email to the following addresses:

For Developer:

Brett Stout
Stout Development Group, LLC
223 S. Buckhorn Bath Ave
Saratoga Springs, UT 84045
brett@stoutcustomhomes.com

For City:

City Administrator
Pleasant View City
520 W. Elberta Dr.
Pleasant View, UT 84414

6. **Assignability.**

~~— 6.1. — The rights and responsibilities of Developer hereunder may be assigned in whole or in part, by Developer. Developer shall give the City Notice of any assignment within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party. Developer's assignment of all or any part of the Developer's rights and responsibilities hereunder to any entity not "related" to Developer (as defined in Sections 267(b) and 707(b) of the Internal Revenue Code of 1986, as amended), shall be subject to the City's approval, which shall not be unreasonably withheld, conditioned or delayed. Unless the City objects in writing within twenty (20) business days of Notice, the City shall be deemed to have approved of and consented to the assignment.~~6.1. Developer may assign this Agreement in whole or in part only in accordance with this Section. Any assignment to an unrelated entity requires the City's prior written approval, which shall not be unreasonably withheld when the proposed assignee demonstrates sufficient legal, financial, and technical capacity to perform the assigned obligations and executes the assumption required by Section 6.3. An assignment to an entity controlled by, controlling, or under common control with Developer may be made upon at least ten (10) days' prior written notice to the City, but does not release Developer from liability. No assignment is deemed approved by lapse of time or City silence.

~~— 6.2. — If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such partial assignment, Developer shall be released from any future obligations as to those obligations that are assigned.~~6.2. A partial assignee shall be responsible for each obligation expressly assigned to and assumed by that assignee. Developer remains responsible for all obligations under this Agreement unless and until the City expressly releases Developer from a specified obligation in a written instrument approved by an authorized City representative. No assignment may divide responsibility in a manner that materially impairs construction, maintenance, enforcement, or completion of shared infrastructure or Project-wide obligations.

~~— 6.3. — Any assignee of all or any part of Developer's rights and responsibilities under this Agreement shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.~~6.3. As a condition precedent to an assignment, the assignee shall execute a written assumption agreement in a form reasonably acceptable to the City, agreeing to be bound by all assigned provisions of this Agreement and to provide any financial assurance, insurance, contact information, and other documentation reasonably necessary to demonstrate capacity to perform. The assignment and assumption shall be recorded when the assigned obligations run with the land.

~~— 6.4. — Upon an assignment of all of Developer's rights and responsibilities under this Agreement to an assignee that has consented in writing under Section 6.3, Developer shall be released from all obligations under this Agreement arising after the effective date~~

~~of the assignment.~~6.4. Developer is released from future obligations following an assignment only to the extent the City expressly approves such release in writing. City approval of an assignment, acceptance of performance from an assignee, or failure to object to an assignee's performance does not by itself release Developer or any prior obligor.

~~— 6.5. — The sale or conveyance of one or more lots within a recorded final subdivision plat to a builder or other purchaser is not an assignment under this Section 6 and does not require notice to or the consent of the City. Each such lot remains subject to, and has the benefit of, the development standards of this Agreement applicable to that lot. A purchaser of a platted lot does not assume, and is not liable for, Developer's obligations to construct public improvements or to dedicate property under this Agreement unless the purchaser expressly assumes those obligations in writing.~~6.5. The sale or conveyance of one or more lots within a recorded final subdivision plat to a builder or other purchaser is not an assignment requiring City consent. Each lot remains subject to applicable recorded plat notes, covenants, easements, this Agreement to the extent it runs with the land, and applicable law. A lot sale does not transfer or relieve Developer of Project-wide obligations, public-improvement obligations, dedication obligations, warranty obligations, indemnity obligations, or other obligations not expressly assumed by the purchaser and released by the City in writing.

7. **General Provisions.**

~~— 7.1. — The term of this Agreement as it applies to all phases of the Project shall be for a period of ten (10) years following the Effective Date. If significant progress is made as determined by the City, Developer may request one (1) five (5)-year extension to be considered for approval by the City Council. Expiration of the term shall not affect any lot included in a final subdivision plat recorded before expiration. Each such lot shall remain subject to, and shall have the benefit of, Sections 3.4, 3.5, 3.9, 3.10, 3.12, and 3.13 and Exhibit 2 notwithstanding expiration of the term.~~7.1. The term of this Agreement shall be ten (10) years following the Effective Date. If significant progress has been made, as reasonably determined by the City, Developer may request one (1) five (5)-year extension for consideration by the City Council through any process then required by law. Expiration terminates the right to obtain new approvals for unrecorded or undeveloped portions of the Project based solely on this Agreement. Expiration does not invalidate a lawfully recorded final plat or a lawfully issued permit, but all continuing recorded covenants, maintenance duties, warranties, indemnities, payment obligations, and enforcement provisions intended by their nature to survive shall remain enforceable.

7.2. This Agreement has been reviewed and revised by legal counsel for the Developer and the City, and no presumption or rule that ambiguities shall be against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

7.3. Each Party hereto agrees to cooperate in good faith with the other, and to execute and deliver such further documents and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.

~~7.4. Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including approval of development Agreements. If a referendum or challenge relates to the approval of this Agreement, and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code § 20A-7-601, then Developer may deliver a Notice of rescission to the City to terminate this Agreement. Upon Developer's delivery of a Notice of rescission pursuant to this Section, this Agreement shall automatically terminate, whereupon the Parties shall have no further rights or obligations hereunder.~~
7.4. Both Parties understand that legislative action may be subject to referendum or legal challenge. If a referendum or challenge concerning approval of this Agreement results in the approval becoming legally ineffective, Developer may elect to terminate this Agreement by written notice. Termination under this Section does not release obligations accrued before termination, obligations necessary to secure or restore disturbed property, indemnity obligations, or obligations that by their nature survive termination. Neither Party warrants the outcome of a referendum or legal challenge.

7.5. The Parties intend that the administration, but not the approval, of this Agreement and any amendments, shall be processed through administrative land use applications to be decided by the land use authority, as those terms are defined in Utah law.

7.6. The rights of the City under this Agreement shall not be assigned, but City is authorized to enter into any contract with a third party to perform obligations of City to operate and maintain any infrastructure improvement so long as such party adequately and reasonably maintains and operates such facility or improvement.

7.7. This Agreement shall be recorded in its entirety, at Developer's expense, in the Official Records of Weber County, Utah. This Agreement shall run with the land.

7.8. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

7.9. This Agreement is made and entered into for the sole protection and benefit of the Parties, their assigns, and the successor owners of lots within the Property. No other person shall have any right of action based upon any provision of this Agreement whether as third-party beneficiary or otherwise.

7.10. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original.

~~7.11. If the City elects to consider terminating this Agreement due to any uncured Default by Developer, then the City shall give to the Developer written notice of City's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by City's legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If City's legislative body determines that a Default has occurred and is continuing, and elects to terminate this Agreement, City shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated. City may thereafter pursue any and all remedies at law or equity.~~
7.11. Termination for Developer Default. If the City elects to consider terminating this Agreement due to an

uncured Developer Default, the City shall give written notice of its intent and schedule the matter before the City Council at a duly noticed public meeting. Developer may submit written and oral information concerning the claimed Default and cure. If the City Council determines that an uncured material Default exists and elects to terminate this Agreement, the City shall provide written notice of termination. Termination is prospective and does not release accrued obligations, warranty obligations, indemnities, recorded covenants, or obligations necessary to protect public improvements or health and safety. This termination procedure does not limit or delay any other remedy or enforcement action authorized by Section 5 or applicable law.

7.12. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by City or Developer for the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

~~— 7.13. — If any provision of this Agreement shall be held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction or as a result of any legislative action, such holding or action shall be strictly construed, and the remaining provisions of this Agreement shall remain in full force and effect. If any provision of Section 3 is held invalid, the Parties shall negotiate in good faith an amendment that preserves, to the maximum extent permitted by law, the development rights granted in this Agreement. No such holding shall affect any final subdivision plat recorded, or any building permit issued, before the holding.~~7.13. If any provision of this Agreement is held unconstitutional, invalid, or unenforceable by a court of competent jurisdiction or becomes unenforceable because of controlling legislation, the provision shall be severed or limited to the minimum extent necessary, and the remaining lawful provisions shall remain in effect unless the invalid provision is essential to the Agreement's overall consideration. The Parties may negotiate a lawful substitute that reasonably preserves the original purposes of the Agreement without requiring the City to grant rights or approvals prohibited by then-applicable law. Nothing in this Section validates a permit, approval, or development right that controlling law requires to be modified or revoked.

~~— 7.14. — Developer shall not be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to causes beyond the control and without the fault or negligence of the Party affected, including but not limited to, acts of God, acts of the United States Government or the State of Utah, fires, floods, strikes, materials shortages, embargoes, wars, terrorist acts or unusually adverse weather conditions. Upon the occurrence of any such cause, Developer shall notify City and shall promptly resume the keeping and performance of the affected obligations after such cause has come to an end.~~7.14. Force Majeure. Developer shall not be liable for delay in performing a non-monetary obligation, and the applicable performance deadline shall be equitably extended, only to the extent performance is actually prevented by an event beyond Developer's reasonable control and not caused by Developer's negligence or failure to plan. Qualifying events may include acts of God, declared emergencies, governmental embargoes, war, terrorism, or extraordinary natural disasters. Force majeure does not include lack of financing, changes in market conditions, increased interest rates, ordinary labor or material cost increases, or matters that reasonable contingency planning could have avoided. Developer shall give prompt

written notice describing the event, the affected obligation, mitigation efforts, and anticipated duration, and shall diligently resume performance. Force majeure does not excuse payment obligations, insurance, indemnity, maintenance of required security, or compliance with emergency health and safety requirements.

~~— 7.15. — Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature developed, formulated or prepared by or at the request of Developer in connection with the Project.~~7.15. Developer retains ownership of plans, drawings, specifications, designs, and other work product prepared by or for Developer, subject to the rights of the professionals who prepared them. Developer grants the City a perpetual, royalty-free license to retain, copy, review, and use such materials as reasonably necessary for regulatory review, inspection, emergency response, enforcement, operation or maintenance of public improvements, and compliance with public-records obligations. The City assumes no design responsibility by receiving or using such materials for those purposes.

~~— 7.16. — This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties, however, notwithstanding anything herein to the contrary, the City may waive or allow less restrictive requirements in the event the City determines such to be acceptable.~~7.16. This Agreement may be modified or amended only by a written instrument executed by authorized representatives of the Parties and approved through any legislative, administrative, public-hearing, or other process required by then-applicable law. Authorized City staff may approve minor administrative adjustments that do not materially alter density, use, public improvements, development standards, vested rights, or the City's obligations, but no informal waiver, course of conduct, staff statement, or failure to enforce shall amend this Agreement or create additional development rights.

7.17. This Agreement, including its Exhibits, constitutes the entire agreement of the Parties concerning its subject matter and supersedes all prior negotiations, understandings, and agreements concerning that subject matter.

8. **Exhibits to the Agreement.**

8.1. Exhibit 1 – The Property

8.2. Exhibit 2 – Lot Specific Grading/Drainage Plan Submittal Requirements

8.3. Exhibit 3 – Private Drainage and Retaining Wall Maintenance Agreement

8.4. Exhibit 4 – Preliminary Plat

[Signature Page Follows]

DEVELOPER

Stout Development Group, LLC

By:

Its: Manager

Date:

STATE OF UTAH

:ss.

COUNTY OF WEBER

On the _____ day of _____, 2026 personally appeared before me _____, who being by me duly sworn, did say that he/she is the Manager of Stout Development Group, LLC, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed on behalf of said company.

NOTARY PUBLIC

My Commission Expires:

Residing at:

CITY

Pleasant View City

By:

Its: City Mayor

Date:

Attest:

City Recorder

Approved as to form and legality:

City Attorney

Exhibit 1

The Property

Weber County Tax ID(s): 160320008

Part of the Northwest Quarter of Section 19, Township 7 North, Range 1 West, Salt Lake Base and Meridian, located in Pleasant View City, Weber County, Utah, more particularly described as follows:

Beginning at the Southwest corner of Lot 1, Harris Hills Phase 1 Subdivision (Entry No. 2702273), located North 89°43'58" West 1,342.10 feet along the Section line and South 0°16'02" West 1,146.40 feet from the North Quarter Corner of Section 19; running thence along the South line of said Subdivision and the South line of Harris Hills Subdivision Phase 2 (Entry No. 2759787) South 89°13'00" East 667.13 feet to the northwesterly corner of Lot 13, Harris Hills Subdivision Phase 3 (Entry No. 2916852); thence along the westerly line of said Lot 13 and the westerly line of Skyline Estates No. 5 Subdivision (Entry No. 1434903) South 0°47'00" West 459.43 feet to the most northerly corner of Parcel No. 1, Pleasant View City (Property Survey No. 002557); thence along the westerly and southerly lines of said Parcel No. 1 the following three (3) courses: (1) South 56°25'46" West 149.94 feet; (2) South 11°26'00" West 250.00 feet; (3) South 88°34'00" East 170.00 feet to a point on the westerly line of said Skyline Estates No. 5 Subdivision; thence along said westerly line South 0°47'00" West 177.75 feet to the Northerly line of the Ogden Brigham Canal; thence along the northerly line of said Ogden Brigham Canal the following seven (7) courses: (1) Westerly along the arc of a non-tangent curve to the left having a radius of 120.00 feet (radius bears: S07°01'02"W) a distance of 9.10 feet through a central angle of 04°20'45" Chord: N85°09'21"W 9.10 feet; thence (2) North 87°19'39" West 150.60 feet; thence (3) South 2°40'21" West 5.00 feet; thence (4) North 87°19'39" West 98.44 feet; thence (5) North 8°36'35" East 5.46 feet; thence (6) Northwest along the arc of a non-tangent curve to the right having a radius of 80.00 feet (radius bears: N08°36'45"E) a distance of 50.36 feet through a central angle of 36°03'57"

Chord: N63°21'17"W 49.53 feet; thence (7) N45°19'09"W 105.83 feet; thence N00°04'12"W 56.55 feet; thence N30°58'58"E 13.93 feet; thence N36°57'25"E 74.20 feet; thence N23°33'59"W 136.45 feet; thence N57°35'50"W 14.72 feet; thence S88°59'52"W 71.63 feet; thence N89°37'00"W 194.80 feet to the easterly right-of-way line of 1100 West Street; thence along said easterly right-of-way line the following two (2) courses: (1) Northerly along the arc of a non-tangent curve to the right having a radius of 180.00 feet (radius bears: N78°36'38"E) a distance of 38.30 feet through a central angle of 12°11'23" Chord: N05°17'40"W 38.22 feet; thence (2) N00°49'11"E 570.23 feet to the to the point of beginning.

Containing 11.24 acres, +/-.

Exhibit 2

Lot Specific Grading/Drainage Plan Submittal Requirements

Purpose

To ensure each single-family lot in Paramount View Estates is developed consistent with the approved subdivision grading and drainage plan, avoids unsafe conditions, and provides the City with review authority over grading, drainage, retaining wall, and landscaping design for each home.

Applicability

For every building permit application for a new single-family dwelling, addition, or detached accessory structure, and for any retaining wall or major lot landscaping/terracing, the Owner or Builder shall submit the following materials concurrently with the permit application.

1. Lot-Specific Site & Grading Plan

Prepared and stamped by a licensed civil engineer (unless otherwise approved by the City). The plan must clearly demonstrate conformance with the approved subdivision grading and drainage plan and include:

- North arrow, scale, and legend.
- Lot boundaries, easements, and rights-of-way.
- Proposed building footprint and finished floor elevation(s).
- Driveway and hardscape layout; note driveway slope (not to exceed 12%).
- Single driveway access per lot not to exceed 30' in width.
- Existing and proposed grades (2-foot contours or spot grades sufficient to verify positive drainage).
- Drainage arrows and slope labels for all swales and surface flow paths.
- Proposed and existing retaining walls, with top and bottom elevations.
- Downspout and surface water routing to approved drainage facilities.
- Erosion-control measures during and after construction.
- Certification by the engineer upon completion verifying substantial conformance with the approved plan.

2. Landscaping & Retaining Wall Plan

Prepared by a licensed landscape architect and coordinated with the approved grading plan. The plan shall:

- Show plantings, walls, terraces, and irrigation throughout the lot.
- Demonstrate that landscaping will maintain slope stability and prevent runoff onto adjacent lots.
- Include wall engineering details or reference separately engineered submittals where applicable.
- Provide a temporary or permanent slope-stabilization or maintenance plan if required by the City Engineer.

3. City Review and Approval

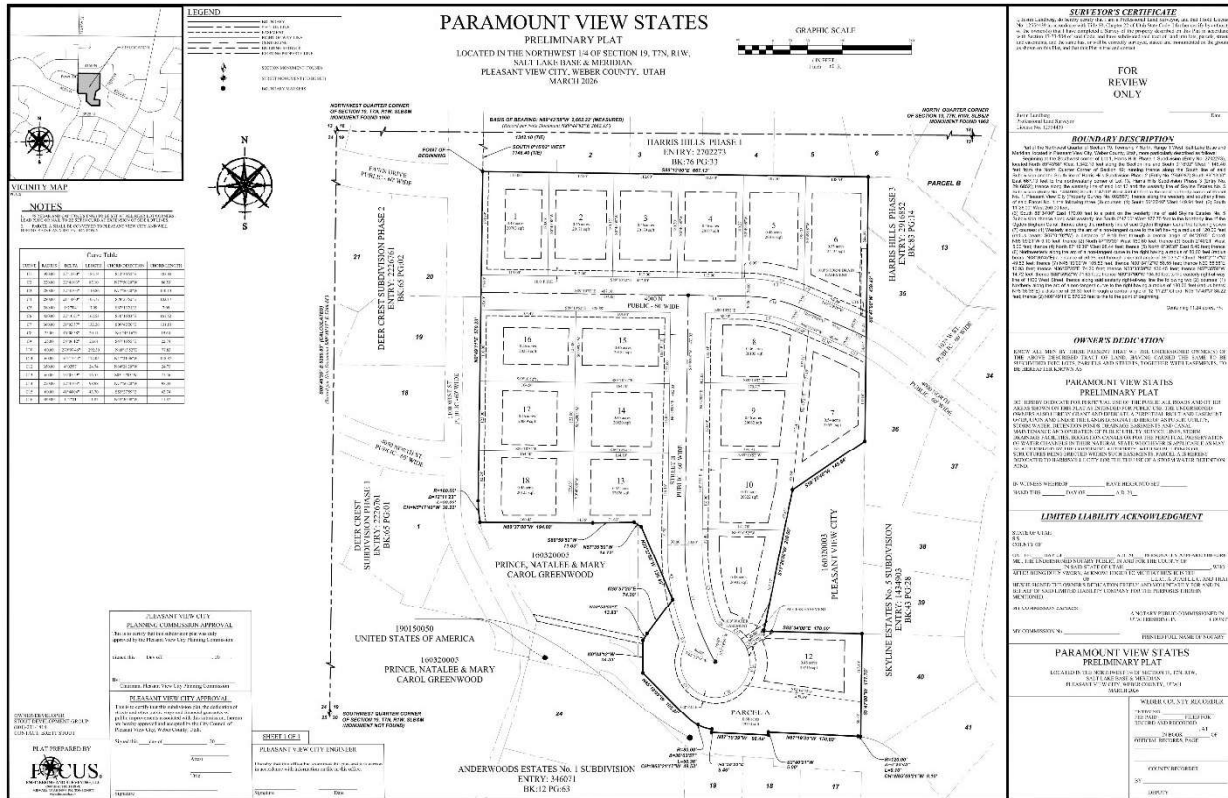
- The City shall review each submittal for compliance and issue either: (a) Approval, (b) Conditional Approval with required corrections, or (c) Rejection with reasons.
- No building permit shall be issued until City approval is granted.
- Prior to final inspection or Certificate of Occupancy, the builder shall submit a Final Grading/Drainage Certification Letter confirming work was completed in substantial conformance with the approved plan.

4. Builder Acknowledgment

All construction, including grading, drainage, wall construction, and landscaping, shall:

- Maintain the approved stormwater system and manage drainage on-site.
- Avoid diversion of flows onto adjacent lots or public property unless approved by the City.
- Remain consistent with the approved Development Agreement, subdivision grading and drainage plans, and erosion-control requirements.

Preliminary Plat



PRIVATE DRAINAGE AND RETAINING WALL MAINTENANCE AGREEMENT

PARAMOUNT VIEW ESTATES SUBDIVISION

Pleasant View City

Weber County, Utah

This Private Drainage and Retaining Wall Maintenance Agreement (“**Agreement**”) is made this ____ day of _____, 2026, by Stout Development Group, LLC, a Utah limited liability company (“**Declarant**”), as the owner of all lots within the Paramount View Estates Subdivision (“**Subdivision**”), located in Pleasant View City, Weber County, Utah, for the benefit of Declarant and all current and future owners of lots within the Subdivision (each, a “**Lot Owner**,” and collectively, the “**Lot Owners**”).

RECITALS

- A. The Subdivision includes shared drainage improvements including drainage swales, subdrain systems, storm connections, and other private drainage improvements (collectively, the “**Private Improvements**”) constructed to provide slope stability, site drainage, and storm-water control for one or more residential lots.
- B. The mass grading plan for the Subdivision submitted to the City on June 23, 2026 does not propose developer-constructed retaining walls. The grading design has been engineered to accommodate the natural terrain through sloped buildable pads, eliminating the need for subdivision-wide retaining walls. Individual lot owners or builders may construct retaining walls on specific lots in the future subject to the terms of this Agreement.
- C. Private Drainage Easements (the “**Easements**”) for the installation, access, maintenance, and repair of the Private Improvements will be shown on the recorded final plat for the Subdivision.
- D. Pleasant View City, Utah (the “**City**”) will not own, operate, or maintain the Private Improvements and assumes no liability or responsibility for their maintenance, repair, or replacement.
- E. The Lot Owners desire to establish the rights and obligations necessary to ensure the continued functionality, stability, and safety of the Private Improvements and to govern the construction and maintenance of any future retaining walls constructed by individual lot owners or builders.
- F. Declarant is the owner of all lots within the subdivision and executes this Agreement to impose the easements, covenants, and obligations set forth below on each lot.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals (which recitals are incorporated into this Agreement) and the covenants hereafter set forth in this Agreement, Declarant declares that each lot within the Subdivision shall be held, conveyed, encumbered, and occupied subject to the following easements, covenants, and obligations, which shall run with the land:

1. Applicability:

This Agreement applies to all lots within the Subdivision that, as shown on the recorded final plat, are benefited or burdened by an Easement. The specific lots subject to this Agreement shall be those depicted on said plat as containing or benefiting from such Easements, as recorded with the Weber County Recorder. The Subdivision and its lots are described on Exhibit A.

2. Ownership and Easements

Each Private Improvement is located within a platted Easement. The Lot Owner whose property underlies the Easement owns the land and any improvement located thereon, subject to the non-exclusive easement rights of other benefiting Lot Owners. Benefiting Lot Owners have a non-exclusive right of use, access, and maintenance across such Easements as necessary to preserve the function of the Private Improvements. Nothing herein conveys any ownership interest in another Lot Owner's property.

3. Use and Restrictions

The Easements shown on the plat shall:

- ☐ Permit installation, inspection, maintenance, and repair of the Private Improvements;
- ☐ Grant cross-lot access to all benefiting Lot Owners for maintenance purposes; and
- ☐ Prohibit construction of any structure, fill, or obstruction that would interfere with access to or the function of the Private Improvements.

Only drainage features and retaining walls approved on the final engineering plans, or added by a Supplement under Section 4(b), may be located within these Easements.

4. Retaining Walls – Future Construction

No developer-constructed retaining walls exist on the approved mass grading plan. Individual lot owners or builders who wish to construct a retaining wall on their lot shall comply with all of the following:

- a. All retaining walls must be designed and permitted in accordance with applicable building codes and Pleasant View City standards. Building permits are required for all walls over four (4) feet in height, as measured from the toe of footing to the top of wall.
- b. Any retaining wall constructed along a shared property line, or that incorporates a drainage system serving more than one lot, shall be considered a shared private improvement. Prior to issuance of a certificate of occupancy for any structure served by such a wall, the Lot Owner constructing the wall shall record a supplement to this Agreement (a "Supplement") with the Weber County Recorder identifying the wall, establishing the applicable easement area, and confirming the cost-sharing and maintenance obligations set forth in Section 5 below. A Supplement shall be executed by the constructing Lot Owner and by the owner of each other lot on which any part of the wall or its easement area is located. The owner of a lot that is served by the wall, but on which no part of the wall or its easement area is located, shall share in the cost of maintaining the wall only if that owner executes the Supplement. If that owner does not execute the Supplement, the constructing Lot Owner shall bear that owner's share. Upon recording, the wall is a Private Improvement for all purposes of this Agreement.
- c. No retaining wall shall be constructed that diverts storm water drainage onto an adjacent lot or public property without written approval of the affected property owners and the City Engineer.

d. Walls not located on or along a shared property line and not incorporating a drainage system serving adjacent lots are solely the responsibility of the constructing lot owner and are not subject to the shared maintenance provisions of this Agreement.

5. Maintenance and Cost Sharing

This Agreement applies only to the drainage improvements constructed as part of the approved mass grading and drainage plan, and any shared retaining wall added by a Supplement under Section 4(b). Except for shared retaining walls added by a Supplement under Section 4(b), any walls, subdrains, or drainage systems installed by individual Lot Owners after completion of the approved mass grading improvements are not part of this Agreement and shall be solely owned, maintained, and repaired by the Lot Owner who installs them.

Each benefiting Lot Owner shall, at their own cost, maintain, repair, and replace the Private Improvements serving their lot so they remain in safe and functional condition. Where a Private Improvement serves multiple lots, the benefiting Lot Owners shall share equally in the cost of such maintenance and repair.

If a benefiting Lot Owner fails to pay its share of the cost of maintenance or repair within thirty (30) days after written demand accompanied by reasonable supporting documentation, the Lot Owner that paid the cost may recover the unpaid share from the defaulting Lot Owner, together with interest at the rate of ten percent (10%) per annum from the date of demand.

Maintenance includes structural repairs, subdrain cleaning, erosion repair, vegetation removal, and any other work necessary for continued performance.

This Agreement creates enforceable cross-lot easement rights and shared maintenance obligations for those improvements constructed as part of the approved grading and drainage plan and those added by a Supplement under Section 4(b), and does not create joint ownership.

6. Access for Maintenance

Each Lot Owner grants reasonable access to adjacent benefiting Lot Owners and their contractors, consistent with the Easements, to enter onto their property as needed to perform required work. Access shall occur during daylight hours, with reasonable advance notice, and the entering party shall restore disturbed areas to substantially their prior condition. The entering party shall repair any damage caused by its entry and shall indemnify the Lot Owner whose property is entered against claims arising from the entry.

7. City's Role

The City is not a party to this Agreement and assumes no ownership or maintenance responsibilities for any Private Improvements. However, the City retains the right, but not the duty, to inspect the Easements and improvements for compliance with approved plans or public-safety standards. If the City determines that maintenance or repair is required to protect health, safety, or property, it may perform such work and recover all associated costs from the benefiting Lot Owners.

8. Enforcement

This Agreement may be enforced by any benefiting Lot Owner through legal action to compel compliance or cost sharing. The City is deemed a third-party beneficiary solely for the limited purpose of enforcing maintenance obligations if required to protect public safety. Failure to comply constitutes a covenant running with the land enforceable against current and future owners of the affected lots. The prevailing party in any action to enforce this Agreement shall be entitled to recover its reasonable attorney fees and costs.

9. Binding Effect and Recordation

This Agreement runs with the land and binds all successors, assigns, heirs, and future owners of the lots depicted on the recorded plat as containing or benefiting from Private Drainage Easements. Declarant shall record this Agreement concurrently with or prior to the final plat of the Subdivision and shall cause this Agreement to be cross-referenced on said plat.

10. Amendment

This Agreement may be amended only by a written instrument executed by all affected Lot Owners and recorded with the Weber County Recorder. A Supplement under Section 4(b) is not an amendment and shall be executed and recorded as provided in Section 4(b). Until Declarant has conveyed the last lot in the Subdivision, Declarant may amend this Agreement without the consent of any other Lot Owner, with the written approval of the City Engineer, to conform this Agreement to the final approved grading and drainage plans.

11. Severability

If any provision is held invalid, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF

The undersigned, being the Developer and Declarant of the Subdivision, has executed this Agreement to be effective as of the date first written above.

DEVELOPER

Stout Development Group, LLC

By: _____

Its: Manager

Date: _____

STATE OF UTAH

:ss.

COUNTY OF WEBER

On the _____ day of _____, 20____, personally appeared before me _____, who being by me duly sworn, did say that he/she is the Manager of Stout Development Group, LLC, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed on behalf of said company.

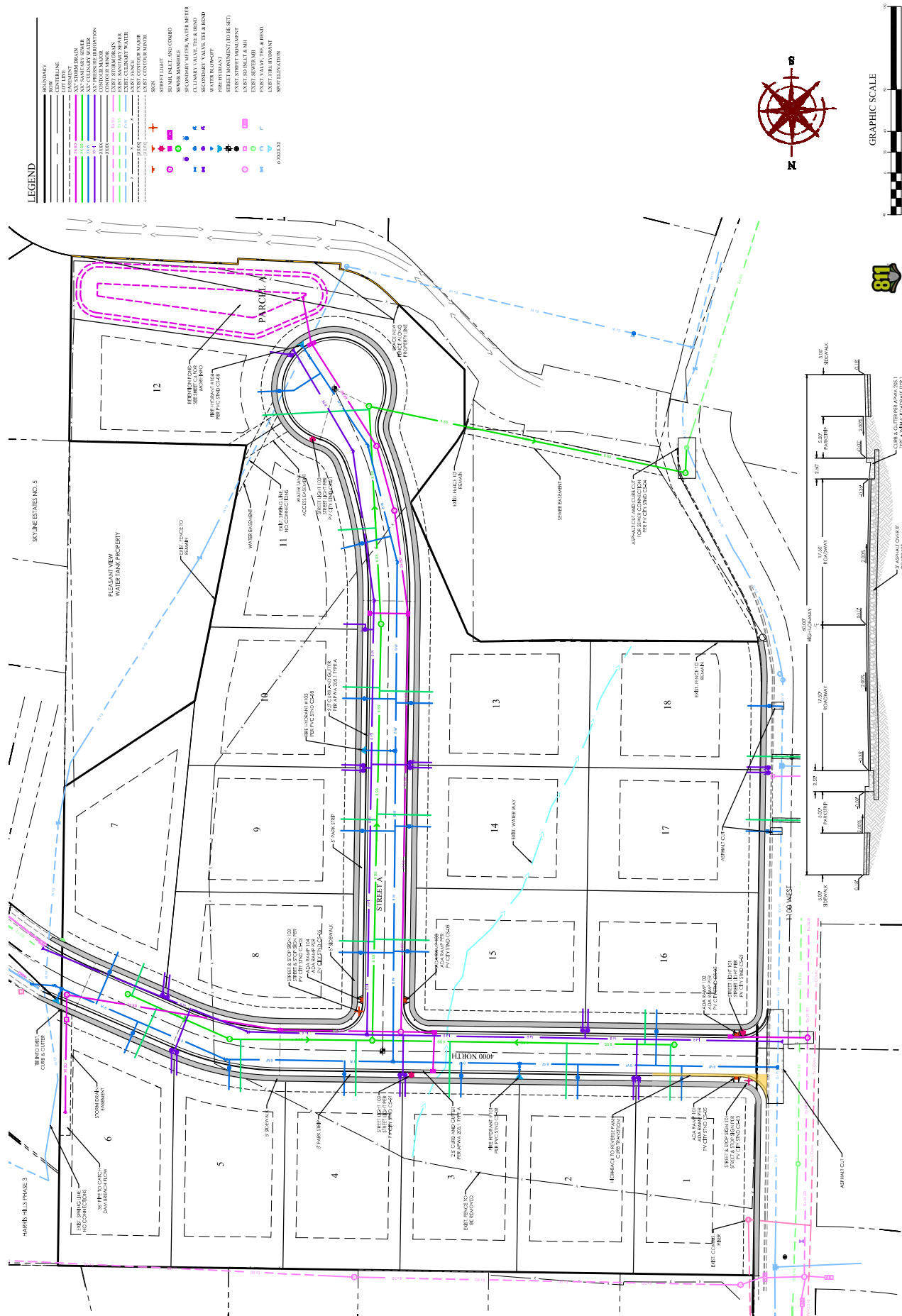
NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

DATE	DESCRIPTION
1	
2	
3	
4	
5	
6	

FOCUS
CONSULTING
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
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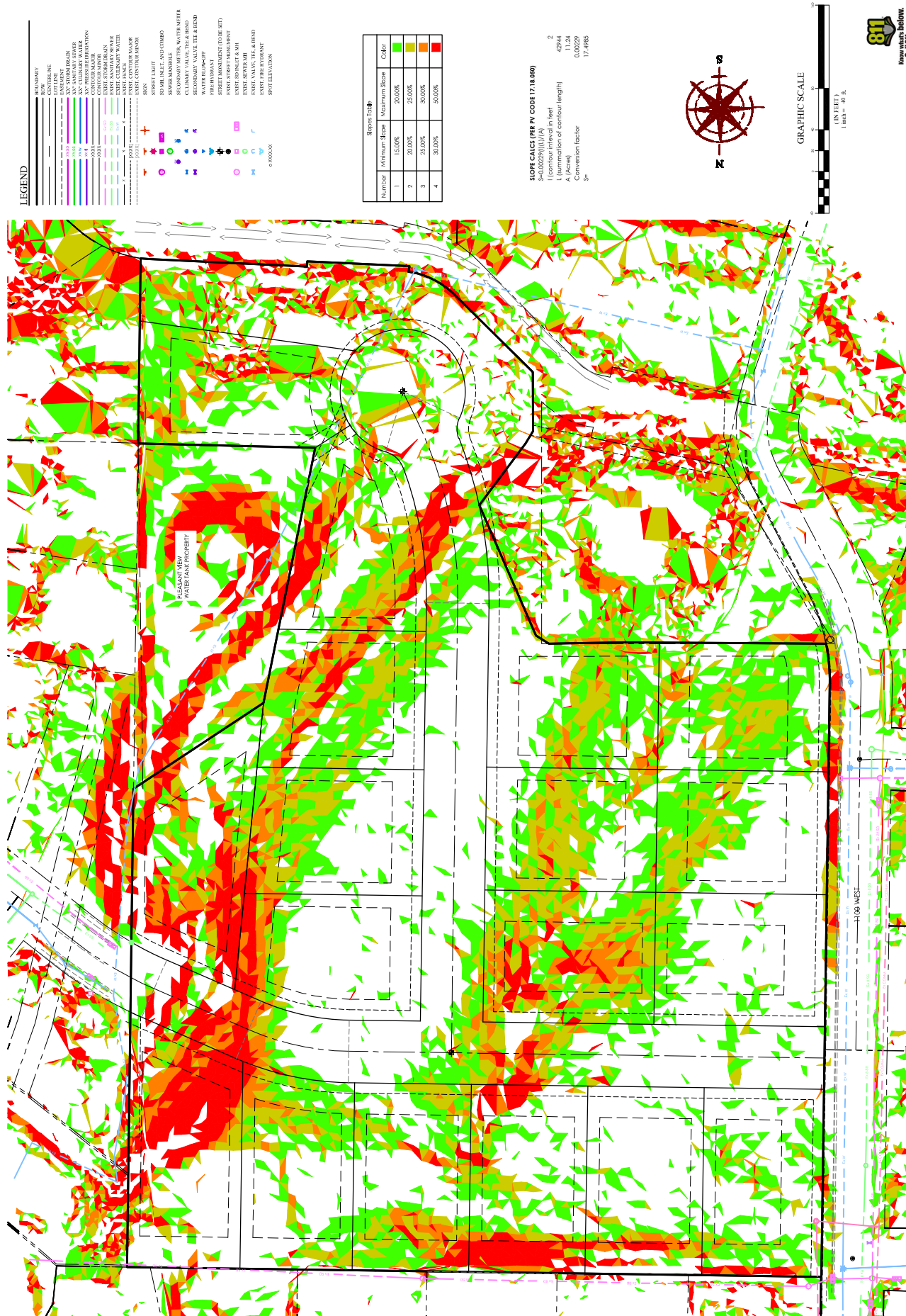
EXISTING
SLOPES

REVISION BLOCK	DATE	DESCRIPTION
1	01/01/2020	Initial design
2	02/01/2020	Revised design
3	03/01/2020	Revised design
4	04/01/2020	Revised design
5	05/01/2020	Revised design
6	06/01/2020	Revised design

PARAMOUNT VIEW ESTATES
PLEASANT VIEW CITY, UTAH
EXISTING SLOPES



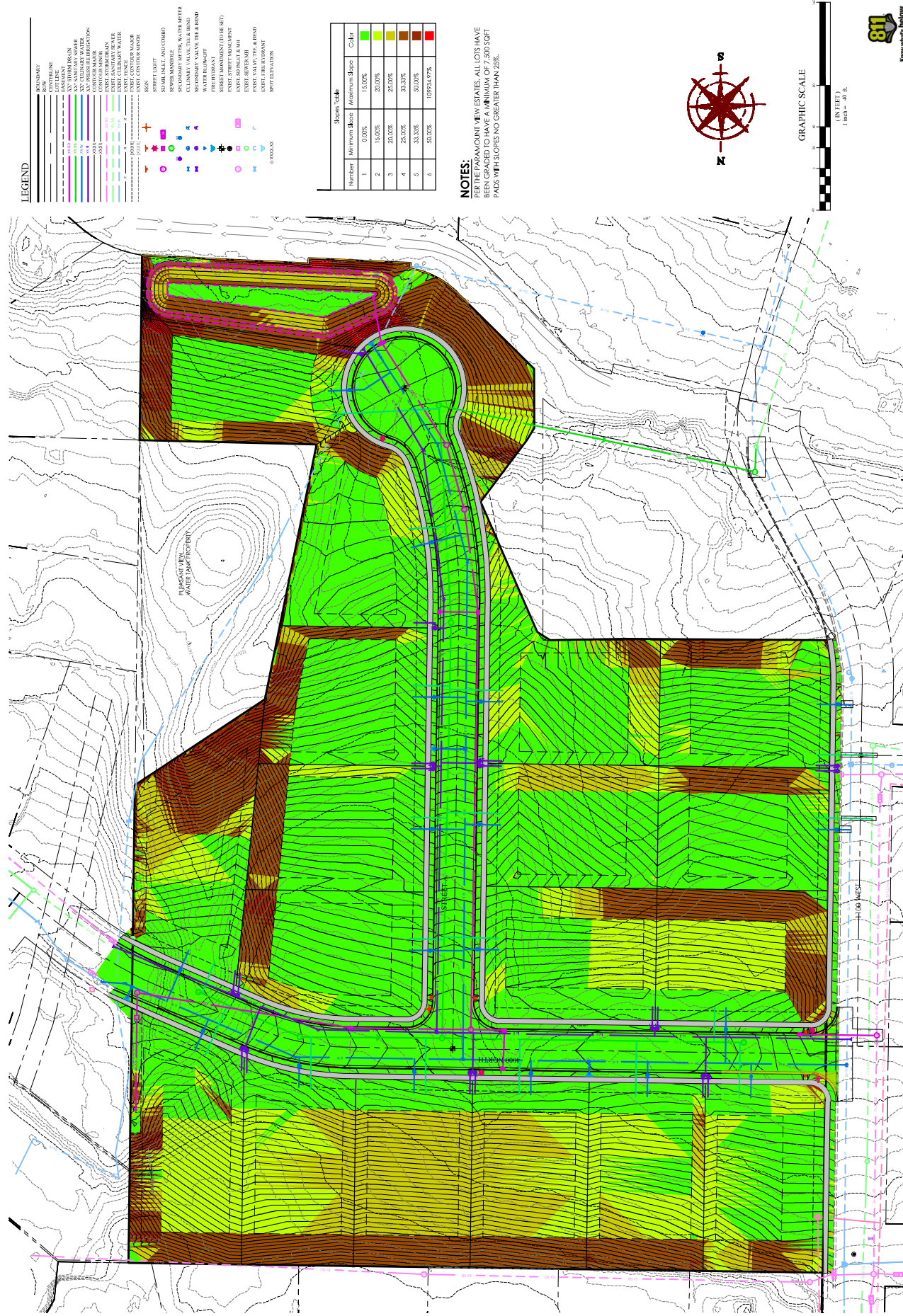
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REVISION BLOCK		
DATE	DESCRIPTION	
1	2	3
2	3	4
3	4	5
4	5	6
5	6	7



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NOTES:
 1. ALL LOTS HAVE BEEN GRADED TO HAVE A MINIMUM OF 7,500 SQFT
 2. LOTS WITH SLOPES NO GREATER THAN 25%.

Slopes Table			
Number	Minimum Slope	Maximum Slope	Color
1	0.00%	15.00%	
2	15.00%	20.00%	
3	20.00%	25.00%	
4	25.00%	33.33%	
5	33.33%	50.00%	
6	50.00%	100/34.97%	

LEGEND

- [illegible]